

PRIVATE WELL ADDENDUM

1 Buyer(s) _____
 2 Seller(s) _____
 3 Property Address OR Tax ID # _____
 4 _____ (the "Property")

5 OREGON LAW: If this transaction includes a well that supplies domestic water to the Property, Oregon law requires Seller shall have the well
 6 tested for arsenic, nitrates, and total coliform bacteria (ORS 448.271). For more information, see the Oregon.gov webpage titled "Domestic Well
 7 Testing and Real Estate Transactions". Note: This only applies to wells made operational to supply groundwater for domestic purposes. Capped
 8 domestic wells on unimproved lots are not required to be tested. (See website www.public.health.oregon.gov)

REPRESENTATIONS, TESTING, COOPERATION

9 **1. SELLER REPRESENTATIONS REGARDING WELL AND WELL WATER:** Seller represents to Buyer, to the best of Seller's knowledge: (a) The
 10 domestic well has provided an adequate supply of water to the Property throughout the year for household use; (b) The water is fit for human
 11 consumption; and (c) The continued use of the well and water complies with all applicable state and federal laws. No other representations are
 12 made concerning the well and well water supply, except as expressly stated elsewhere in this Agreement and the Seller's Property Disclosure
 13 Statement, if applicable.

14 **2. SELLER TESTING DUTIES:** Within ____ Business Days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this
 15 Agreement, Seller shall, at Seller's cost: (a) Order well water sample collection by a registered sanitarian, certified water system operator, well
 16 driller, pump installer, or lab technician prior to any treatment, and testing ordered with a laboratory accredited according to Oregon Environmental
 17 Laboratory Accreditation Program (ORELAP) standards, for arsenic, nitrate, and total coliform bacteria; (b) Submit promptly upon receipt, the
 18 results to Buyer and the Oregon Healthy Authority (the "Authority") (c) Complete and submit to the Authority its Water Systems Data Sheet ("Data
 19 Sheet") which must include: (i) Copies of the arsenic, nitrate, and total coliform bacteria lab slips, and (ii) The Water Resources Department well
 20 identification number, description of the Property, and location, identifying the street address, city, state, and zip code, together with the township,
 21 range, section number. (Note: (a) If the well is in a designated area of public health concern, the Authority may require additional testing; (b) The
 22 lab tests may not be waived, even if Buyer agrees not to have the well tested; (c) If the well is not located on the Property, but it includes a legal
 23 interest to a well on adjacent property [for example an easement], the legal interest would be considered part of the Property that is the subject of
 24 this transaction, and the preceding testing and submission requirements are required.) See: www.public.health.oregon.gov (Search URL: Oregon
 25 Health Authority Well Testing)

- 26 Seller shall (if available) provide Buyer with the following information regarding the well located on or serving the Property:
- 27 Well logs (*specify*) _____
- 28 Well test reports (*specify*) _____
- 29 Other reports (*specify*) _____
- 30 None. Seller has no documents regarding the well.

31 **3. BUYER TESTING DUTIES:** Within ____ Business Days, (five [5] if not filled in) after Buyer and Seller have signed this Agreement, Buyer may
 32 order well water testing for quantity or quality by a qualified professional testing service.

- 33 Buyer elects to have the following additional professional tests performed:
- | | | |
|--|--|---|
| 34 <input type="checkbox"/> Well flow test | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| 35 <input type="checkbox"/> Additional arsenic, nitrates and total coliform bacteria | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| 36 <input type="checkbox"/> Lead test | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| 37 <input type="checkbox"/> Additional water quality tests | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| 38 <input type="checkbox"/> Other (<i>specify</i>) _____ | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| 39 <input checked="" type="checkbox"/> None (Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based 40 upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 4 below. Buyer should review 41 them carefully.) | | |

Buyer Initials ____/____ Date _____

Seller Initials ____/____ Date _____

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42 Completed tests, inspections or reports shall be submitted to the other party within forty-eight (48) hours after receipt.

TERMINATION AND WELL REGISTRATION INFORMATION

43 **4. BUYER RIGHT OF TERMINATION:** Within ____ Business Days (five [5] if not filled in) after Buyer's receipt of all written reports from Buyer's
 44 and Seller's tests, Buyer shall have the absolute right to terminate this transaction by delivering to Seller: (a) Written notice of intent to declare
 45 termination together with a list of substantial deficiencies identified by Buyer; and (b) Copies of all test reports received by Buyer. Upon delivery,
 46 Buyer and Seller may negotiate a written agreement as to the method, cost, and financial responsibility for correcting the substantial deficiencies
 47 identified by Buyer. If the parties are unable to timely reach a written agreement by 5:00 p.m. on the last day of the Negotiation Period, all earnest
 48 money deposits shall be promptly refunded to Buyer, and this transaction shall be terminated. Notwithstanding the preceding, Buyer shall have no
 49 obligation to reach any agreement with Seller during the Negotiation Period.

50 **5. WELL REGISTRATION:** In the event any wells located upon the Property are not currently registered as a part of the Oregon's Well
 51 Identification Program, Seller agrees to assist Buyer, at Buyer's expense, in registering them. The preceding sentence shall survive Closing of this
 52 transaction. See www.public.health.oregon.gov (Search URL: Oregon Well ID Registration)

BUYER'S ACKNOWLEDGEMENT

53 Buyer acknowledges the Property is served by one or more private wells. Buyer understands while Seller has represented, to the best of Seller's
 54 knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water throughout the year for household
 55 use, and, to the best of Seller's knowledge, is/are fit for human consumption, this is not a warranty or guarantee. Natural and man-made events can
 56 and do occur which may quickly change well water quality and quantity. Events such as development and drought can affect the quality and
 57 quantity of well water. Any well test is merely a reflection of the condition of the well at that time and is not a guarantee of a well's future
 58 performance. All well tests, inspections or reports should be viewed in this light. Buyer acknowledges, Buyer has not received or relied upon any
 59 oral or written statements regarding the well(s) made by any real estate agent not expressly contained in the Real Estate Sale Agreement or this
 60 Addendum. Buyer should secure expert advice. Your real estate agent is not an expert in well water quality or quantity.

61 Buyer _____ Date _____ a.m. _____ p.m. ←

62 Buyer _____ Date _____ a.m. _____ p.m. ←

63 Seller _____ Date _____ a.m. _____ p.m. ←

64 Seller _____ Date _____ a.m. _____ p.m. ←

65 Buyer's Agent _____ Seller's Agent _____