

# House Bill 3076

Sponsored by Representative BARTON, Senator GELSER

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Requires landlord of rental property with well that supplies ground water for domestic purposes to test well for contaminants at specified times.

Requires Oregon Health Authority to analyze ground water contaminant data and provide education in problem areas.

Authorizes authority to make grants and loans for purpose of assisting rental property owners and low-income property owners with installation of filtration systems. Conditions receipt of grant or loan by property owner on testing well that supplies ground water for domestic purposes for contaminants.

Authorizes authority to make grants to local health departments for purposes related to ensuring safe ground water. Establishes Safe Ground Water Fund and continuously appropriates moneys in fund to authority for purpose of making grants and loans.

Adds additional seller's representation to seller's property disclosure statement.

## A BILL FOR AN ACT

Relating to ground water that is used for domestic purposes; creating new provisions; and amending ORS 105.464, 448.271 and 468B.150.

**Be It Enacted by the People of the State of Oregon:**

### TESTING OF WELLS THAT SUPPLY GROUND WATER FOR DOMESTIC PURPOSES

**SECTION 1.** As used in ORS 448.268 and 448.271 and sections 3 and 4 of this 2015 Act:

(1) "Area of ground water concern" has the meaning given that term in ORS 468B.150.

(2) "Contaminant" has the meaning given that term in ORS 468B.150.

**SECTION 2.** ORS 448.271 is amended to read:

448.271. (1) In any transaction for the sale or exchange of real estate that includes a well that supplies ground water for domestic purposes, the seller of the real estate shall, upon accepting an offer to [*purchase that*] **buy the** real estate, have the well tested for arsenic, nitrates and total coliform bacteria. The Oregon Health Authority [*also may,*] by rule[,] **may** require additional tests for specific contaminants in specific areas of public health concern. The seller shall submit the results of the tests required under this [*section*] **subsection** to the authority and to the buyer within 90 days of receiving the results of the tests.

[(2)] The failure of a seller to comply with [*the provisions of this section*] **this subsection** does not invalidate an instrument of conveyance executed in the transaction.

**(2)(a) If a well that supplies ground water for domestic purposes is located on rental property, the landlord shall have the well tested:**

**(A) Once for arsenic no later than one year after the well has been drilled;**

**(B) Once every three years for nitrates; and**

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

1 (C) Annually for total coliform bacteria.

2 (b) The landlord shall submit the results of a test conducted under paragraph (a) of this  
3 subsection to the authority, and to any tenant occupying the property, within 90 days of re-  
4 ceiving the results of the test. Upon renting the property to a new tenant, the landlord shall  
5 disclose the results of the most recently conducted tests to the new tenant.

6 (3) The authority shall:

7 (a) Analyze the results of tests received by the authority under this section;

8 (b) Identify areas with ground water contaminant problems; and

9 (c) Provide ground water contaminant education in those areas.

10 (4) The authority shall provide the results of tests received by the authority under this  
11 section and any information derived from the authority's activities under subsection (3)(a)  
12 and (b) of this section to the Department of Environmental Quality. The department may  
13 use that information in the administration of ORS 468B.150 to 468B.190. Upon request, the  
14 department shall assist the authority in fulfilling the authority's duties under subsection  
15 (3)(a) and (b) of this section.

16 (5) To fulfill its duties under subsection (3)(c) of this section, the authority may:

17 (a) Collaborate with the department or any other state agency to provide the ground  
18 water contaminant education; or

19 (b) Notify a local health department that ground water contaminant education is needed  
20 in an area subject to the jurisdiction of the local health department.

21 (6) The authority may adopt rules to implement this section.

22  
23 **GRANTS AND LOANS**  
24

25 **SECTION 3.** (1) The Oregon Health Authority may make grants and loans from the Safe  
26 Ground Water Fund established under section 5 of this 2015 Act for the purpose of assisting  
27 low-income and rental property owners with installation of filtration systems for ground  
28 water in areas that the authority has identified as having ground water contaminant prob-  
29 lems pursuant to ORS 448.271.

30 (2) The authority shall identify appropriate property owners for receipt of a grant or loan  
31 under this section. At a minimum, a property owner that receives a grant or loan under this  
32 section must be a low-income property owner, as determined by the authority, or a rental  
33 property owner, and have tested ground water in accordance with ORS 448.271.

34 (3) The authority shall provide property owners that receive a grant or loan under this  
35 section with information necessary to install the filtration system, including information on  
36 the efficacy of different filtration systems and on businesses that sell filtration systems.

37 (4) The authority shall require a property owner that receives a loan under this section  
38 to repay the loan within five years after receiving the loan.

39 (5) The authority may pay the expenses incurred by the authority in administering this  
40 section out of moneys that are available for the purpose of making grants or loans under this  
41 section.

42 (6) The authority may adopt rules necessary to administer this section.

43 **SECTION 4.** (1) The Oregon Health Authority may make grants from the Safe Ground  
44 Water Fund established under section 5 of this 2015 Act for the purposes of assisting local  
45 health departments with:

1 (a) Providing ground water contaminant education in an area that has been identified by  
2 the authority as having a ground water contaminant problem and is subject to the jurisdic-  
3 tion of the local health department; and

4 (b) Conducting free or low-cost tests of wells as described in ORS 448.271.

5 (2) For purposes of making grants under this section, the authority shall identify appro-  
6 priate local health departments for receipt of a grant under this section. In identifying ap-  
7 propriate local health departments, the authority shall consider whether the local health  
8 department has jurisdiction over an area that has been identified by the authority as having  
9 a ground water contaminant problem under ORS 448.271.

10 (3) The authority shall provide local health departments that receive a grant under this  
11 section with the technical support necessary to provide ground water contaminant education  
12 and to conduct tests of wells as described in ORS 448.271.

13 (4) The authority may pay the expenses incurred by the authority in administering this  
14 section out of moneys that are available for the purpose of making grants under this section.

15 (5) The authority may adopt rules necessary to administer this section.

16 **SECTION 5.** (1) There is established the Safe Ground Water Fund, separate and distinct  
17 from the General Fund. Interest earned by the Safe Ground Water Fund shall be credited  
18 to the fund.

19 (2) Moneys in the fund are continuously appropriated to the Oregon Health Authority for  
20 purposes described in sections 3 and 4 of this 2015 Act.

21 (3) The authority may accept from any source any grant, donation or gift of money for  
22 deposit in the fund.

23  
24 **SELLER'S PROPERTY DISCLOSURE STATEMENT**

25  
26 **SECTION 6.** ORS 105.464 is amended to read:

27 105.464. A seller's property disclosure statement must be in substantially the following form:  
28

29  
30  
31 If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's  
32 property disclosure statement to each buyer who makes a written offer to purchase real property  
33 in this state:  
34

35  
36 **INSTRUCTIONS TO THE SELLER**

37  
38 Please complete the following form. Do not leave any spaces blank. Please refer to the line  
39 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-  
40 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page  
41 of this disclosure statement and each attachment.  
42

43 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer  
44 who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the  
45 buyer the right to revoke their offer at any time prior to closing the transaction. Use only the

1 section(s) of the form that apply to the transaction for which the form is used. If you are claiming  
2 an exclusion under ORS 105.470, fill out only Section 1.

3  
4 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-  
5 cluded, the seller must disclose the condition of the property or the buyer may revoke their offer  
6 to purchase anytime prior to closing the transaction. Questions regarding the legal consequences  
7 of the seller's choice should be directed to a qualified attorney.

8 \_\_\_\_\_  
9  
10 **(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION**  
11 **UNDER ORS 105.470)**

12  
13 Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:

14  
15 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not  
16 claiming an exclusion, you must fill out Section 2 of this form completely.

17  
18 Initial only the exclusion you wish to claim.

19  
20 \_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed  
21 under building or installation permit(s) #\_\_\_\_\_, issued by \_\_\_\_\_.

22  
23 \_\_\_\_\_ This sale is by a financial institution that acquired the property as custodian, agent or  
24 trustee, or by foreclosure or deed in lieu of foreclosure.

25  
26 \_\_\_\_\_ The seller is a court appointed receiver, personal representative, trustee, conservator or  
27 guardian.

28  
29 \_\_\_\_\_ This sale or transfer is by a governmental agency.

30  
31 \_\_\_\_\_  
32 Signature(s) of Seller claiming exclusion  
33 Date \_\_\_\_\_

34  
35 \_\_\_\_\_  
36 Buyer(s) to acknowledge Seller's claim  
37 Date \_\_\_\_\_

38 \_\_\_\_\_  
39  
40  
41 **(IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SEC-**  
42 **TION.)**

43  
44 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY)

(ORS 105.464)

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NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_\_ (“THE PROPERTY”).

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller \_\_\_\_\_ is/ \_\_\_\_\_ is not occupying the property.

I. SELLER’S REPRESENTATIONS:

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer.

\*If you mark yes on items with \*, attach a copy or explain on an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? [ ]Yes [ ]No [ ]Unknown

\*B. Is title to the property subject to any of the following: [ ]Yes [ ]No [ ]Unknown

- (1) First right of refusal
- (2) Option
- (3) Lease or rental agreement
- (4) Other listing
- (5) Life estate?

\*C. Is the property being transferred an unlawfully established unit of land? [ ]Yes [ ]No [ ]Unknown

\*D. Are there any encroachments, boundary

- 1 agreements, boundary disputes or recent  
 2 boundary changes? [ ]Yes [ ]No [ ]Unknown
- 3 \*E. Are there any rights of way, easements,  
 4 licenses, access limitations or claims that  
 5 may affect your interest in the property? [ ]Yes [ ]No [ ]Unknown
- 6 \*F. Are there any agreements for joint  
 7 maintenance of an easement or right of way? [ ]Yes [ ]No [ ]Unknown
- 8 \*G. Are there any governmental studies, designations,  
 9 zoning overlays, surveys or notices that would  
 10 affect the property? [ ]Yes [ ]No [ ]Unknown
- 11 \*H. Are there any pending or existing governmental  
 12 assessments against the property? [ ]Yes [ ]No [ ]Unknown
- 13 \*I. Are there any zoning violations or  
 14 nonconforming uses? [ ]Yes [ ]No [ ]Unknown
- 15 \*J. Is there a boundary survey for the  
 16 property? [ ]Yes [ ]No [ ]Unknown
- 17 \*K. Are there any covenants, conditions,  
 18 restrictions or private assessments that  
 19 affect the property? [ ]Yes [ ]No [ ]Unknown
- 20 \*L. Is the property subject to any special tax  
 21 assessment or tax treatment that may result  
 22 in levy of additional taxes if the property  
 23 is sold? [ ]Yes [ ]No [ ]Unknown
- 24
- 25 2. WATER
- 26 A. Household water
- 27 (1) The source of the water is (check ALL that apply):  
 28 [ ]Public [ ]Community [ ]Private  
 29 [ ]Other \_\_\_\_\_
- 30 (2) Water source information:
- 31 \*a. Does the water source require a water permit? [ ]Yes [ ]No [ ]Unknown  
 32 If yes, do you have a permit? [ ]Yes [ ]No
- 33 b. Is the water source located on the property? [ ]Yes [ ]No [ ]Unknown  
 34 \*If not, are there any written agreements for  
 35 a shared water source? [ ]Yes [ ]No [ ]Unknown [ ]NA
- 36 \*c. Is there an easement (recorded or unrecorded)  
 37 for your access to or maintenance of the water  
 38 source? [ ]Yes [ ]No [ ]Unknown
- 39 d. If the source of water is from a well or spring,  
 40 have you had any of the following in the past  
 41 12 months? [ ]Flow test [ ]Bacteria test  
 42 [ ]Chemical contents test [ ]Yes [ ]No [ ]Unknown [ ]NA
- 43 **e. If the source of water is from a well, has**  
 44 **the well been tested for arsenic, nitrates and**  
 45 **total coliform bacteria as required by Oregon**

1 **law?** [ ]Yes [ ]No [ ]Unknown [ ]NA

2 \*[e.] f. Are there any water source plumbing

3 problems or needed repairs? [ ]Yes [ ]No [ ]Unknown

4 (3) Are there any water treatment systems for

5 the property? [ ]Yes [ ]No [ ]Unknown

6 [ ]Leased [ ]Owned

7 B. Irrigation

8 (1) Are there any [ ] water rights or [ ] other

9 irrigation rights for the property? [ ]Yes [ ]No [ ]Unknown

10 \*(2) If any exist, has the irrigation water been

11 used during the last five-year period? [ ]Yes [ ]No [ ]Unknown [ ]NA

12 \*(3) Is there a water rights certificate or other

13 written evidence available? [ ]Yes [ ]No [ ]Unknown [ ]NA

14 C. Outdoor sprinkler system

15 (1) Is there an outdoor sprinkler system for the

16 property? [ ]Yes [ ]No [ ]Unknown

17 (2) Has a back flow valve been installed? [ ]Yes [ ]No [ ]Unknown [ ]NA

18 (3) Is the outdoor sprinkler system operable? [ ]Yes [ ]No [ ]Unknown [ ]NA

19

20 3. SEWAGE SYSTEM

21 A. Is the property connected to a public or

22 community sewage system? [ ]Yes [ ]No [ ]Unknown

23 B. Are there any new public or community sewage

24 systems proposed for the property? [ ]Yes [ ]No [ ]Unknown

25 C. Is the property connected to an on-site septic

26 system? [ ]Yes [ ]No [ ]Unknown

27 (1) If yes, when was the system installed? \_\_\_\_\_ [ ]Unknown [ ]NA

28 (2) \*If yes, was the system installed by permit? [ ]Yes [ ]No [ ]Unknown [ ]NA

29 (3) \*Has the system been repaired or altered? [ ]Yes [ ]No [ ]Unknown

30 (4) \*Has the condition of the system been

31 evaluated and a report issued? [ ]Yes [ ]No [ ]Unknown

32 (5) Has the septic tank ever been pumped? [ ]Yes [ ]No [ ]Unknown

33 If yes, when? \_\_\_\_\_ [ ]NA

34 (6) Does the system have a pump? [ ]Yes [ ]No [ ]Unknown

35 (7) Does the system have a treatment unit such

36 as a sand filter or an aerobic unit? [ ]Yes [ ]No [ ]Unknown

37 (8) \*Is a service contract for routine

38 maintenance required for the system? [ ]Yes [ ]No [ ]Unknown

39 (9) Are all components of the system located on

40 the property? [ ]Yes [ ]No [ ]Unknown

41 D. \*Are there any sewage system problems or

42 needed repairs? [ ]Yes [ ]No [ ]Unknown

43 E. Does your sewage system require on-site

44 pumping to another level? [ ]Yes [ ]No [ ]Unknown

45

- 1 4. DWELLING INSULATION
- 2 A. Is there insulation in the:
- 3 (1) Ceiling?  ]Yes  ]No  ]Unknown
- 4 (2) Exterior walls?  ]Yes  ]No  ]Unknown
- 5 (3) Floors?  ]Yes  ]No  ]Unknown
- 6 B. Are there any defective insulated doors or
- 7 windows?  ]Yes  ]No  ]Unknown
- 8
- 9 5. DWELLING STRUCTURE
- 10 \*A. Has the roof leaked?  ]Yes  ]No  ]Unknown
- 11 If yes, has it been repaired?  ]Yes  ]No  ]Unknown  ]NA
- 12 B. Are there any additions, conversions or
- 13 remodeling?  ]Yes  ]No  ]Unknown
- 14 If yes, was a building permit required?  ]Yes  ]No  ]Unknown  ]NA
- 15 If yes, was a building permit obtained?  ]Yes  ]No  ]Unknown  ]NA
- 16 If yes, was final inspection obtained?  ]Yes  ]No  ]Unknown  ]NA
- 17 C. Are there smoke alarms or detectors?  ]Yes  ]No  ]Unknown
- 18 D. Are there carbon monoxide alarms?  ]Yes  ]No  ]Unknown
- 19 E. Is there a woodstove or fireplace
- 20 insert included in the sale?  ]Yes  ]No  ]Unknown
- 21 \*If yes, what is the make? \_\_\_\_\_
- 22 \*If yes, was it installed with a permit?  ]Yes  ]No  ]Unknown
- 23 \*If yes, is a certification label issued by the
- 24 United States Environmental Protection
- 25 Agency (EPA) or the Department of
- 26 Environmental Quality (DEQ) affixed to it?  ]Yes  ]No  ]Unknown
- 27 \*F. Has pest and dry rot, structural or
- 28 “whole house” inspection been done
- 29 within the last three years?  ]Yes  ]No  ]Unknown
- 30 \*G. Are there any moisture problems, areas of water
- 31 penetration, mildew odors or other moisture
- 32 conditions (especially in the basement)?  ]Yes  ]No  ]Unknown
- 33 \*If yes, explain on attached sheet the frequency
- 34 and extent of problem and any insurance claims,
- 35 repairs or remediation done.
- 36 H. Is there a sump pump on the property?  ]Yes  ]No  ]Unknown
- 37 I. Are there any materials used in the
- 38 construction of the structure that are or
- 39 have been the subject of a recall, class
- 40 action suit, settlement or litigation?  ]Yes  ]No  ]Unknown
- 41 If yes, what are the materials? \_\_\_\_\_
- 42 (1) Are there problems with the materials?  ]Yes  ]No  ]Unknown  ]NA
- 43 (2) Are the materials covered by a warranty?  ]Yes  ]No  ]Unknown  ]NA
- 44 (3) Have the materials been inspected?  ]Yes  ]No  ]Unknown  ]NA
- 45 (4) Have there ever been claims filed for these



1 materials by you or by previous owners? [ ]Yes [ ]No [ ]Unknown [ ]NA  
 2 If yes, when? \_\_\_\_\_

3 (5) Was money received? [ ]Yes [ ]No [ ]Unknown [ ]NA  
 4 (6) Were any of the materials repaired or  
 5 replaced? [ ]Yes [ ]No [ ]Unknown [ ]NA  
 6

7 6. DWELLING SYSTEMS AND FIXTURES  
 8 If the following systems or fixtures are included  
 9 in the purchase price, are they in good working  
 10 order on the date this form is signed?

11 A. Electrical system, including wiring, switches,  
 12 outlets and service [ ]Yes [ ]No [ ]Unknown  
 13 B. Plumbing system, including pipes, faucets,  
 14 fixtures and toilets [ ]Yes [ ]No [ ]Unknown  
 15 C. Water heater tank [ ]Yes [ ]No [ ]Unknown  
 16 D. Garbage disposal [ ]Yes [ ]No [ ]Unknown [ ]NA  
 17 E. Built-in range and oven [ ]Yes [ ]No [ ]Unknown [ ]NA  
 18 F. Built-in dishwasher [ ]Yes [ ]No [ ]Unknown [ ]NA  
 19 G. Sump pump [ ]Yes [ ]No [ ]Unknown [ ]NA  
 20 H. Heating and cooling systems [ ]Yes [ ]No [ ]Unknown [ ]NA  
 21 I. Security system [ ]Owned [ ]Leased [ ]Yes [ ]No [ ]Unknown [ ]NA  
 22 J. Are there any materials or products used in  
 23 the systems and fixtures that are or have  
 24 been the subject of a recall, class action  
 25 settlement or other litigations? [ ]Yes [ ]No [ ]Unknown  
 26 If yes, what product? \_\_\_\_\_

27 (1) Are there problems with the product? [ ]Yes [ ]No [ ]Unknown  
 28 (2) Is the product covered by a warranty? [ ]Yes [ ]No [ ]Unknown  
 29 (3) Has the product been inspected? [ ]Yes [ ]No [ ]Unknown  
 30 (4) Have claims been filed for this product  
 31 by you or by previous owners? [ ]Yes [ ]No [ ]Unknown  
 32 If yes, when? \_\_\_\_\_

33 (5) Was money received? [ ]Yes [ ]No [ ]Unknown  
 34 (6) Were any of the materials or products repaired  
 35 or replaced? [ ]Yes [ ]No [ ]Unknown  
 36

37 7. COMMON INTEREST  
 38 A. Is there a Home Owners' Association  
 39 or other governing entity? [ ]Yes [ ]No [ ]Unknown  
 40 Name of Association or Other Governing  
 41 Entity \_\_\_\_\_  
 42 Contact Person \_\_\_\_\_  
 43 Address \_\_\_\_\_  
 44 Phone Number \_\_\_\_\_  
 45 B. Regular periodic assessments: \$\_\_\_\_\_

- 1 per  Month  Year  Other \_\_\_\_\_
- 2 \*C. Are there any pending or proposed special  
3 assessments?  Yes  No  Unknown
- 4 D. Are there shared “common areas” or joint  
5 maintenance agreements for facilities like  
6 walls, fences, pools, tennis courts, walkways  
7 or other areas co-owned in undivided interest  
8 with others?  Yes  No  Unknown
- 9 E. Is the Home Owners’ Association or other  
10 governing entity a party to pending litigation  
11 or subject to an unsatisfied judgment?  Yes  No  Unknown  NA
- 12 F. Is the property in violation of recorded  
13 covenants, conditions and restrictions or in  
14 violation of other bylaws or governing rules,  
15 whether recorded or not?  Yes  No  Unknown  NA
- 16
- 17 8. GENERAL
- 18 A. Are there problems with settling, soil,  
19 standing water or drainage on the property  
20 or in the immediate area?  Yes  No  Unknown
- 21 B. Does the property contain fill?  Yes  No  Unknown
- 22 C. Is there any material damage to the property or  
23 any of the structure(s) from fire, wind, floods,  
24 beach movements, earthquake, expansive soils  
25 or landslides?  Yes  No  Unknown
- 26 D. Is the property in a designated floodplain?  Yes  No  Unknown
- 27 E. Is the property in a designated slide or other  
28 geologic hazard zone?  Yes  No  Unknown
- 29 \*F. Has any portion of the property been tested  
30 or treated for asbestos, formaldehyde, radon  
31 gas, lead-based paint, mold, fuel or chemical  
32 storage tanks or contaminated soil or water?  Yes  No  Unknown
- 33 G. Are there any tanks or underground storage  
34 tanks (e.g., septic, chemical, fuel, etc.)  
35 on the property?  Yes  No  Unknown
- 36 H. Has the property ever been used as an illegal  
37 drug manufacturing or distribution site?  Yes  No  Unknown  
38 \*If yes, was a Certificate of Fitness issued?  Yes  No  Unknown
- 39 \*I. Has the property been classified as  
40 forestland-urban interface?  Yes  No  Unknown
- 41
- 42 9. FULL DISCLOSURE BY SELLERS
- 43 \*A. Are there any other material defects affecting  
44 this property or its value that a prospective  
45 buyer should know about?  Yes  No

1 \*If yes, describe the defect on attached sheet and  
2 explain the frequency and extent of the problem  
3 and any insurance claims, repairs or remediation.

4 B. Verification:

5 The foregoing answers and attached explanations (if any) are complete and correct to  
6 the best of my/our knowledge and I/we have received a copy of this disclosure statement.  
7 I/we authorize my/our agents to deliver a copy of this disclosure statement to all  
8 prospective buyers of the property or their agents.

9

10 Seller(s) signature:

11

12 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

13

14 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

15

16

17

18 II. BUYER'S ACKNOWLEDGMENT

19

20 A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are  
21 known to me/us or can be known by me/us by utilizing diligent attention and observation.

22

23 B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in  
24 any amendments to this statement are made only by the seller and are not the representations of  
25 any financial institution that may have made or may make a loan pertaining to the property, or that  
26 may have or take a security interest in the property, or of any real estate licensee engaged by the  
27 seller or buyer. A financial institution or real estate licensee is not bound by and has no liability  
28 with respect to any representation, misrepresentation, omission, error or inaccuracy contained in  
29 another party's disclosure statement required by this section or any amendment to the disclosure  
30 statement.

31

32 C. Buyer (which term includes all persons signing the "buyer's acknowledgment" portion of this  
33 disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (in-  
34 cluding attachments, if any) bearing seller's signature(s).

35

36 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON  
37 THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DIS-  
38 CLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER,  
39 HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO  
40 REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT  
41 OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS  
42 YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

43

44 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY  
45 DISCLOSURE STATEMENT.

1 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

2

3 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

4

5 Agent receiving disclosure statement on buyer’s behalf to sign and date:

6

7 \_\_\_\_\_ Real Estate Licensee

8

9 \_\_\_\_\_ Real Estate Firm

10

11 Date received by agent \_\_\_\_\_

12

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**CONFORMING AMENDMENTS**

16

17 **SECTION 7.** ORS 468B.150 is amended to read:

18 468B.150. As used in ORS [448.268, 448.271 and] 468B.150 to 468B.190:

19 (1) “Area of ground water concern” means an area of the state subject to a declaration by the  
20 Department of Environmental Quality under ORS 468B.175 or the Oregon Health Authority under  
21 ORS 448.268.

22 (2) “Contaminant” means any chemical, ion, radionuclide, synthetic organic compound,  
23 microorganism, waste or other substance that does not occur naturally in ground water or that oc-  
24 curs naturally but at a lower concentration.

25 (3) “Ground water management area” means an area in which contaminants in the ground water  
26 have exceeded the levels established under ORS 468B.165, and the affected area is subject to a  
27 declaration under ORS 468B.180.

28 (4) “Fertilizer” has the meaning given that term in ORS 633.311.

29 (5) “Pesticide” has the meaning given that term in ORS 634.006.

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**APPLICABILITY**

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33 **SECTION 8.** The amendments to ORS 105.464 by section 6 of this 2015 Act apply to seller’s  
34 property disclosure statements that are delivered to prospective buyers on or after the ef-  
35 fective date of this 2015 Act.

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**UNIT CAPTIONS**

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39 **SECTION 9.** The unit captions used in this 2015 Act are provided only for the convenience  
40 of the reader and do not become part of the statutory law of this state or express any leg-  
41 islative intent in the enactment of this 2015 Act.

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