

**A-Engrossed
Senate Bill 99**

Ordered by the House March 19
Including House Amendments dated March 19

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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.

Revises forestland-urban interface fire protection system. Allows State Forester to enter into cooperative agreement with governing body of local government or homeowners association. Decreases quorum for county forestland-urban interface classification committee. Modifies ability of State Forester to designate and classify forestland-urban interface land. Revises provisions concerning hearings on proposed designations and classifications. Modifies obligation of landowner to minimize fire hazards. Requires county clerk to record order from county forestland-urban interface classification committee. **Requires seller of property to disclose if property classified as forestland-urban interface.**

A BILL FOR AN ACT

1
2 Relating to forestland-urban interface fire protection; creating new provisions; and amending ORS
3 105.464, 205.130, 477.017, 477.023, 477.027, 477.029, 477.031, 477.052, 477.054, 477.057, 477.059,
4 477.060 and 477.061.

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

6 **SECTION 1.** ORS 477.017 is amended to read:

7 477.017. (1) The Legislative Assembly finds that:

8 (a) The forestland-urban interface situation in Oregon is a result of both past and present con-
9 ditions and that, given projected trends, the forestland-urban interface situation will continue to
10 grow.

11 (b) Urban and suburban structures, real property and [*other*] natural resources [*within a*
12 *forestland-urban interface*] are subject to increased risks of catastrophic damage by **forestland-**
13 **urban interface** fire events.

14 (c) There is greater complexity in forestland-urban interface fire protection than in either re-
15 source land fire protection or urban structural fire protection.

16 (d) In dealing with the forestland-urban interface situation, major and long term solutions will
17 involve local actions and efforts by property owners.

18 (e) One solution or set of solutions will not fit all situations or areas of the state.

19 (2) The Legislative Assembly declares that:

20 (a) In order to ensure the protection of human life, the safety of citizens and fire service per-
21 sonnel and the highest possible level of livability in Oregon, it is necessary to provide a complete
22 and coordinated fire protection system within the forestland-urban interface in Oregon.

23 (b) All forestland-urban interface property owners have a basic responsibility to share in this

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 complete and coordinated protection system by providing efforts against fire.

2 (c) Public and property owner education and awareness is critical to forestland-urban interface
3 solutions and must occur at multiple levels.

4 (d) In administration of ORS 477.015 to 477.061, it is the intent of the Legislative Assembly that
5 property owners who will be affected by ORS 477.015 to 477.061 will be:

6 (A) Involved in the processes of development of administrative rules pursuant to ORS 477.015
7 to 477.061; and

8 (B) Notified of the outcomes of classification pursuant to ORS 477.015 to 477.057.

9 (3) The purpose of ORS 477.015 to 477.061 is to:

10 (a) Provide a forestland-urban interface fire protection system in Oregon that minimizes cost and
11 risk while maximizing effectiveness and efficiency for protection of the values at risk from fire.

12 (b) Promote and encourage property owner efforts to minimize and mitigate fire hazards and
13 risks within the forestland-urban interface.

14 (c) Promote and encourage the involvement and interaction of all levels of government and the
15 private sector that have a direct or indirect interest and role in the forestland-urban interface sit-
16 uation over the long term.

17 **SECTION 2.** ORS 477.023 is amended to read:

18 477.023. (1) The forestland-urban interface in Oregon represents a unique fire protection situ-
19 ation that requires that unique and special measures be taken to ensure adequate public safety and
20 protection of property, development and natural resources. Therefore, it is declared to be the public
21 policy of the State of Oregon to encourage and provide a complete and coordinated forestland-urban
22 interface fire protection system.

23 (2)(a) It is recognized that forestland-urban interface areas are already subject to other laws and
24 to regulations of other agencies. It is the intent of ORS 477.015 to 477.061 to integrate with and not
25 replace those other laws and regulations.

26 (b) In the event of an apparent conflict between the obligations imposed by ORS 477.015 to
27 477.061 and by other laws or regulations for which the forester is responsible and has jurisdiction,
28 the forester shall resolve the conflict within the scope of the forester's authority.

29 (c) *[In the event of an apparent conflict,]* **Except as provided in paragraph (d) of this sub-**
30 **section,** the obligations imposed by ORS 477.015 to 477.061 *[shall]* **do** not supersede or replace fed-
31 eral law or regulation, other state *[agency]* law or *[regulations]* **rules,** or more restrictive local
32 government ordinance or code.

33 **(d) In the event of an apparent conflict between the obligations imposed by ORS 477.015**
34 **to 477.061 and a more restrictive local government ordinance or code, the State Forester**
35 **may enter into a cooperative agreement with the governing body of a local government, the**
36 **terms of which provide that ORS 477.015 to 477.061 supersede the local government ordinance**
37 **or code in specified cases.**

38 **(e) In the event of an apparent conflict between the obligations imposed by ORS 477.015**
39 **to 477.061 and the declaration, bylaws, rules or regulations of a homeowners association, the**
40 **State Forester may enter into a cooperative agreement with the homeowners association**
41 **that allows the declaration, bylaws, rules or regulations of the homeowners association to**
42 **supersede ORS 477.015 to 477.061 in specified cases. The term of a cooperative agreement**
43 **entered into under this paragraph may not exceed five years.**

44 **(f) When a real property lot includes one or more structures that have multiple owners,**
45 **the State Forester may enter into a cooperative agreement with one or more of the owners,**

1 **or a person designated as the representative of the owners, for the purposes of matters re-**
 2 **lated to ORS 477.015 to 477.061. The term of a cooperative agreement entered into under this**
 3 **paragraph may not exceed five years.**

4 [(d)] (g) Compliance with the obligations imposed by ORS 477.015 to 477.061 does not relieve the
 5 [property] owner **of land** of the requirements of other laws or regulations that might apply to the
 6 [property] **land** in question.

7 (3) To encourage development of a complete and coordinated forestland-urban interface fire
 8 protection system, it is declared to be in the public interest that the State Board of Forestry and
 9 the State Forester take a lead role in statewide coordination of the forestland-urban interface situ-
 10 ation with other state and federal agencies, local governments and private sector interests that are
 11 concerned with fire protection in the forestland-urban interface.

12 **SECTION 3.** ORS 477.027 is amended to read:

13 477.027. By administrative rule, the State Board of Forestry shall establish criteria [and a
 14 system] by which the forestland-urban interface shall be **identified and** classified. The criteria shall
 15 recognize differences across the state in fire hazard, fire risk and structural characteristics within
 16 the forestland-urban interface. [and the system] **The criteria** shall include not less than three nor
 17 more than five classes of forestland-urban interface.

18 **SECTION 4.** ORS 477.029 is amended to read:

19 477.029. (1) **Pursuant to a request by the State Forester**, the governing body of [each] a
 20 county containing forestland-urban interface may establish a county forestland-urban interface clas-
 21 sification committee of five persons, of whom one shall be appointed by the State Forester, one by
 22 the State Fire Marshal and three by the governing body. Of the members appointed by the governing
 23 body, one must be an owner of **land within the** forestland-urban interface [property] who perma-
 24 nently resides on the [property or a representative thereof] **land**. Each appointing authority shall file
 25 with the [forester] **State Forester** the name of its appointee or appointees, and the persons so
 26 named shall constitute the committee for the county. **Unless otherwise provided for by the ap-**
 27 **pointing authority, members of the committee shall serve a term of four years and may be**
 28 **reappointed to any number of terms.** Each member of the committee at all times is subject to
 29 replacement by the appointing authority, effective upon the filing with the [forester] **State Forester**
 30 by that authority of written notice of [removal and] the name of the new appointee.

31 (2) The committee shall elect from among its members a chair and a secretary and may elect
 32 [or employ] other officers[, agents and employees] as it finds advisable. [It] **The committee** shall
 33 adopt rules governing its organization and proceedings and the performance of its duties, and shall
 34 keep written minutes of all its meetings. A quorum of the **county forestland-urban interface**
 35 **classification** committee for official actions [shall be four or more members present] **is three**
 36 **members, and a quorum of a committee established pursuant to subsection (4)(a) of this**
 37 **section is four members.**

38 (3) The governing body of the county may provide for the committee and its employees such
 39 accommodations and supplies and such county funds not otherwise appropriated as the governing
 40 body finds necessary for the proper performance of the committee's functions. The members of the
 41 committee shall receive no compensation for their services, but the governing body may reimburse
 42 them for their actual and necessary travel and other expenses incurred in the performance of their
 43 duties. By written agreement between the State Forester and the governing body, the State Forestry
 44 Department may provide the functions or be responsible for **part or all of** the expenses referred to
 45 in this subsection.

1 (4) In the interest of efficiency, by written agreement between the State Forester and the gov-
 2 erning body, if a forestland classification committee is established and active within a county pur-
 3 suant to ORS 526.305 to 526.340, **the members of** that committee may **also** serve [as] **on** the county
 4 forestland-urban interface classification committee established by subsection (1) of this section. In
 5 the event that this agreement is made, the State Forester and the governing body shall ensure that
 6 either:

7 (a) A State Fire Marshal appointee and [a] **an owner of land within the** forestland-urban
 8 interface [*property owner*] who permanently resides on the [*property or a representative thereof*] **land**
 9 are added to the [*existing*] **county** forestland classification committee to bring the total number of
 10 committee members to seven; or

11 (b) The State Fire Marshal approves of the current membership of the **county** forestland clas-
 12 sification committee and the committee includes [a] **an owner of land within the** forestland-urban
 13 interface [*property owner*] who permanently resides on the [*property or a representative thereof*]
 14 **land**.

15 **SECTION 5.** ORS 477.031 is amended to read:

16 477.031. (1) [*Upon establishment of a*] **A** county forestland-urban interface classification commit-
 17 tee **established** under ORS 477.029[*, the committee shall investigate and study*] **shall periodically**
 18 **identify** all **land to be designated as** forestland-urban interface within [*its*] **the** county [*and deter-*
 19 *mine which classifications of forestland-urban interface are represented according to the classification*
 20 *system*] **based on the criteria** developed pursuant to ORS 477.027.

21 (2) [*Upon the basis of its investigation and determination under subsection (1) of this section,*] The
 22 committee shall assign all forestland-urban interface forestland [*within its county*] **identified under**
 23 **subsection (1) of this section** to one of the forestland-urban interface [*classifications*] **classes** de-
 24 veloped pursuant to ORS 477.027.

25 (3) **Before making final designations and classifications under this section,** the [*county*
 26 *forestland-urban interface classification committee first shall adopt preliminary classification assign-*
 27 *ments and upon its completion shall cause notice thereof to be published*] **committee shall adopt**
 28 **proposed designations and classifications. The committee shall publish notice of the proposed**
 29 **designations and classifications** once a week for two consecutive weeks in a newspaper of general
 30 circulation in the county, to be posted in three public places within the county, and to be mailed
 31 to **the** owners of [*property within the preliminary classifications*] **land that is affected by the pro-**
 32 **posed designations and classifications.** The notice shall state the time and place for hearing or
 33 receiving objections, remonstrances or suggestions as to the proposed **designations and** classifica-
 34 tions and the place where [*a statement*] **maps** of the [*preliminary*] **proposed designations and** clas-
 35 sifications may be inspected.

36 **SECTION 6.** ORS 477.052 is amended to read:

37 477.052. (1) The county forestland-urban interface classification committee shall hold a public
 38 hearing at the time and place stated in the notice published under ORS 477.031 (3), or at such other
 39 time and place to which the hearing may be adjourned, to receive from any interested persons ob-
 40 jections, remonstrances or suggestions relating to the proposed **designations and** classifications.
 41 Following the hearing the committee may make such changes in the [*preliminary*] **proposed desig-**
 42 **nations and** classifications as it finds to be proper, hold additional hearings as it finds necessary,
 43 and thereafter shall make [*its*] final **designations and** classifications.

44 (2) All **final** action by the committee in **designating and** classifying [*or reclassifying*]
 45 forestland-urban interface [*property*] shall be by formal written order, which must include a state-

1 ment of findings of fact on the basis of which the order is made, and must include a **list of all land**
 2 **designated and classified. The committee shall prepare one or more [map] maps** showing the
 3 **final designations and** classifications [*or reclassifications*] made. The original of the order shall be
 4 filed [*immediately*] with the county clerk of the county[, *who shall maintain and make it available for*
 5 *public inspection*]. **The order need not meet the requirements of ORS 205.232 to be filed and**
 6 **recorded.** A copy of the order certified by the secretary of the committee shall be sent to the State
 7 [*Board of Forestry*] **Forester.**

8 **(3) Copies of the order, lists of land and maps required by this section shall be maintained**
 9 **in designated offices of the forester where they shall be made available for public inspection.**

10 **SECTION 7.** ORS 477.054 is amended to read:

11 477.054. (1) Any owner of land **designated and** classified under ORS 477.027 to 477.057 who is
 12 aggrieved by the **designation or** classification may, within 30 days after the date of the order
 13 making the **designation and** classification, appeal to the circuit court for the county. [*The appeal*
 14 *shall be taken by serving the*] Notice of **an appeal shall be promptly served** on the secretary of the
 15 committee or, if the **designation and** classification was made under ORS 477.057, on the State
 16 Forester[, *and by filing such notice with the county clerk*].

17 (2) The appeal shall be tried by the circuit court as an action not triable by right to a jury.

18 **SECTION 8.** ORS 477.057 is amended to read:

19 477.057. (1) [*In the event no*] **The State Forester may designate and classify forestland-urban**
 20 **interface, consistent with and as described in ORS 477.031 to 477.054, if a designation and**
 21 classification of [*the*] forestland-urban interface is **not** made by [*a*] **the** county forestland-urban
 22 interface classification committee within a county in which such land is situated because:

23 **(a) [no committee was appointed] The governing body of the county fails to establish a**
 24 **county forestland-urban interface committee within [for a period of time exceeding] two years**
 25 **after the State Forester makes a request under ORS 477.029 (1);**

26 **(b) [or, if appointed, a] The committee [did not act for a period of time exceeding two years] fails**
 27 **to make a designation and classification within five years after being appointed, or the**
 28 **committee fails to make a designation and classification within five years of the last desig-**
 29 **nation and classification made by the committee; or**

30 **(c) The committee [acted in a manner inconsistent with law, the State Forester may make the**
 31 **final classifications that were otherwise to be made by a committee consistent with and in the same**
 32 **manner as the process described in] fails to make a designation and classification in a manner**
 33 **consistent with ORS 477.031 to 477.054.**

34 (2) [*Classifications*] **Designation and classification** by the State Forester [*have*] **has** the same
 35 force and effect as though made by a committee for that county. However, **designations and** clas-
 36 sifications made by the State Forester cease to be effective if replaced by **designations and** classi-
 37 fications made pursuant to ORS 477.052 by the appropriate committee.

38 **SECTION 9.** ORS 477.059 is amended to read:

39 477.059. [(1) *An owner of land within a forestland-urban interface classification, prior to a fire*
 40 *occurrence originating on the owner's property, shall take actions, measures or efforts to minimize or*
 41 *mitigate a fire hazard or risk on the property due singly, or in combination, to the presence of struc-*
 42 *tures, the arrangement or accumulation of vegetative fuels or the presence of other fire hazards.*]

43 [(2) *The minimum acceptable standards to comply with subsection (1) of this section shall be es-*
 44 *ablished in rules promulgated by the State Board of Forestry and shall be based on considerations*
 45 *of the variability of the forestland-urban interface classifications across the state. The rules established*

1 by this subsection shall be provided to all owners, within the appropriate forestland-urban interface
2 classifications.]

3 [(3) Structures and real property lots in a forestland-urban interface classification that, by written
4 evaluation pursuant to rules promulgated by the board, meet the standards of subsection (2) of this
5 section prior to fire occurrence on the owner's property shall be considered certified as having met the
6 requirements of subsection (1) of this section. The rules established by this subsection shall:]

7 [(a) Be provided to all owners, within the appropriate forestland-urban interface classifications;
8 and]

9 [(b) Provide for periodic renewal of the written certification based on the specific characteristics
10 of the applicable forestland-urban interface classifications.]

11 [(4) In the event that an owner fails to meet the obligations of subsection (1) of this section and a
12 fire occurs, then the owner shall be liable for the actual costs incurred by the forester up to a maximum
13 of \$100,000, excluding that portion of the actual costs which are the ordinary costs of the regular per-
14 sonnel and equipment of the forest protection district wherein the forestland-urban interface classifica-
15 tion is located if:]

16 [(a) The fire originates on the owner's property;]

17 [(b) The ignition or spread of the fire is directly related to the failure to meet the obligations of
18 subsection (1) of this section; and]

19 [(c) The fire requires action by the forester pursuant to ORS 477.066 (2) and the forester incurs
20 costs in suppressing the fire.]

21 **(1)(a) The State Board of Forestry shall by rule establish minimum standards for mini-
22 mizing or mitigating:**

23 **(A) Fire hazards or risks on land within a forestland-urban interface due to the presence
24 of structures or the arrangement or accumulation of vegetative fuels; and**

25 **(B) Other fire hazards or risks or combinations of fire hazards or risks.**

26 **(b) In adopting rules under this subsection, the board shall take into account the vari-
27 ability of the forestland-urban interface in different parts of the state.**

28 **(c) An owner of land within a forestland-urban interface must comply with the minimum
29 standards applicable to the land.**

30 **(2)(a) Except as provided in paragraph (b) of this subsection, but no more frequently than
31 once every five years, the State Forester shall provide written notice of the applicable mini-
32 mum standards established under this section to each owner of land within a forestland-
33 urban interface, unless the owner requests a copy more frequently.**

34 **(b) The board need not give notice under paragraph (a) of this subsection to an owner
35 of land if the owner is a member of a homeowners association by reason of owning the land
36 and the State Forester has entered into a cooperative agreement with the homeowners as-
37 sociation pursuant to ORS 477.023 (2)(e) that provides for notice to owners through the as-
38 sociation.**

39 **(3) An owner of land within a forestland-urban interface must certify in writing to the
40 State Forester that the owner has complied with the applicable minimum standards estab-
41 lished under this section not later than two years after the order designating the land as
42 being within the forestland-urban interface is filed with the county clerk under ORS 477.052
43 (2). If a subsequent order is filed that changes the classification of the land, the owner of the
44 land must make a supplemental certification in writing to the State Forester that reflects
45 the measures that the owner has taken to comply with the applicable minimum standards**

1 established under this section for the new classification not later than six months after the
2 new order is filed.

3 (4) The State Forester shall accept certifications made to the forester under subsection
4 (3) of this section. Any owner of land whose written certification has been accepted by the
5 State Forester under this subsection is not liable for the costs of suppressing a fire under
6 subsection (6) of this section, unless the State Forester subsequently determines that the
7 owner of land has provided a false certification.

8 (5) The State Board of Forestry may require periodic renewal of a certification accepted
9 by the State Forester under subsection (4) of this section, and may require supplemental
10 certifications from the owner of land that reflect the measures that the owner has taken to
11 comply with the applicable minimum standards established under this section. An owner of
12 land is responsible for maintaining the land described by the certification in compliance with
13 the applicable minimum standards established under this section.

14 (6) The owner of land designated to be within a forestland-urban interface is liable to the
15 State Forester for the costs of suppressing a fire that occurs on that land, as described in
16 subsection (7) of this section, if:

17 (a) The owner has failed to meet the applicable minimum standards established under
18 this section;

19 (b) The fire originates on the owner's land;

20 (c) The ignition or spread of the fire is directly related to the owner's failure to meet the
21 applicable minimum standards established under this section; and

22 (d) The fire requires action by the forester pursuant to ORS 477.066 (2).

23 (7) The liability of an owner of land under subsection (6) of this section may not exceed
24 \$100,000. The State Forester may not seek recovery under subsection (6) of this section for
25 any portion of the costs of suppressing a fire that are the ordinary costs of the regular
26 personnel and equipment of the forest protection district in which the land is located. This
27 subsection does not limit the liability of the owner under ORS 477.120.

28 **SECTION 10.** ORS 477.060 is amended to read:

29 477.060. (1) In determining the annual cost of protection pursuant to ORS 477.230, the forester
30 may consider and include the special or additional cost of fire protection for property **owners** within
31 a forestland-urban interface classification, including the special or unique costs of assessment pro-
32 cessing and administration.

33 (2) The forester shall identify special or additional costs identified by subsection (1) of this sec-
34 tion in the budget required by ORS 477.230 to 477.300. These special or additional costs are in ad-
35 dition to the annual cost of ORS 477.230 (1) and may not exceed \$25 annually for each **real** property
36 **lot**. Only those owners of [*property*] **land** within a forestland-urban interface classification in a forest
37 protection district shall bear the special or additional cost of fire protection within the forestland-
38 urban interface in a manner consistent with rules promulgated by the State Board of Forestry.

39 **SECTION 11.** ORS 477.061 is amended to read:

40 477.061. ORS 477.015 to 477.061 shall be known as the Oregon Forestland-Urban Interface Fire
41 Protection Act [*of 1997*].

42 **SECTION 12.** ORS 205.130 is amended to read:

43 205.130. The county clerk shall:

44 (1) Have the custody of, and safely keep and preserve all files and records of deeds and mort-
45 gages of real property, and a record of all maps, plats, contracts, powers of attorney and other in-

1 terests affecting the title to real property required or permitted by law to be recorded.

2 (2) Record, or cause to be recorded, in a legible and permanent manner, and keep in the office
3 of the county clerk, all:

4 (a) Deeds and mortgages of real property, powers of attorney and contracts affecting the title
5 to real property, authorized by law to be recorded, assignments thereof and of any interest therein
6 when properly acknowledged or proved and other interests affecting the title to real property re-
7 quired or permitted by law to be recorded;

8 (b) Certificates of sale of real property under execution or order of court, or assignments thereof
9 or of any interest therein when properly acknowledged or proved;

10 (c) Certified copies of death certificates of any person appearing in the county records as own-
11 ing or having a claim or interest in land in the county. A death certificate recorded in the deed
12 records of a county under this subsection is a public record and is not subject to the disclosure
13 limitations under ORS 432.121;

14 (d) Instruments presented for recording by the United States or the State of Oregon, or a poli-
15 tical subdivision of either, that affect title to or an interest in real property or that lawfully concern
16 real property; [*and*]

17 (e) Instruments recognized under state law or rule or federal law or regulation as affecting title
18 to or an interest in real property if the instrument is properly acknowledged or proved; **and**

19 **(f) Orders from a county forestland-urban interface classification committee filed under**
20 **ORS 477.052.**

21 (3) Keep and maintain:

22 (a) Deed and mortgage records;

23 (b) Statutory lien records;

24 (c) A record called the County Clerk Lien Record in which the following shall be recorded:

25 (A) The warrants and orders of officers and agencies that are required or permitted by law to
26 be recorded; and

27 (B) All instruments presented for recordation when required or permitted by law to be recorded
28 that affect the title to or an interest in real property, other than instruments recorded in the deed
29 and mortgage records or the statutory lien records;

30 (d) Releases, satisfactions, assignments, amendments and modifications of recorded instruments;
31 and

32 (e) Other instruments required or permitted by law to be recorded not affecting interests in real
33 property.

34 (4) Perform all the duties in regard to the recording and indexing of deeds and mortgages of real
35 property, contracts, abstracts of judgments, notices of pendency, powers of attorney and other in-
36 terests when required or permitted by law to be recorded that affect the title of real property, and
37 in regard to the entry of satisfaction and discharge of the same, together with other documents re-
38 quired or permitted by law to be recorded.

39 (5) Incur no civil or criminal liability, either personally or in an official capacity, for recording
40 an instrument that does not comply with the provisions of law that require or allow the recording
41 of the instrument.

42 **SECTION 13.** ORS 105.464 is amended to read:

43 105.464. A seller's property disclosure statement must be in substantially the following form:
44
45

1 If required under ORS 105.465, a seller shall deliver in substantially the following form the
2 seller's property disclosure statement to each buyer who makes a written offer to purchase
3 real property in this state:

4
5
6 **INSTRUCTIONS TO THE SELLER**

7
8 Please complete the following form. Do not leave any spaces blank. Please refer to the line
9 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-
10 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page
11 of this disclosure statement and each attachment.

12
13 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer
14 who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the
15 buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
16 section(s) of the form that apply to the transaction for which the form is used. If you are claiming
17 an exclusion under ORS 105.470, fill out only Section 1.

18
19 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-
20 cluded, the seller must disclose the condition of the property or the buyer may revoke their offer
21 to purchase anytime prior to closing the transaction. Questions regarding the legal consequences
22 of the seller's choice should be directed to a qualified attorney.

23
24
25 **(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION**
26 **UNDER ORS 105.470)**

27
28 **Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**

29
30 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not
31 claiming an exclusion, you must fill out Section 2 of this form completely.

32
33 Initial only the exclusion you wish to claim.

34
35 _____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed
36 under building or installation permit(s) #_____, issued by _____.

37
38 _____ This sale is by a financial institution that acquired the property as custodian, agent or
39 trustee, or by foreclosure or deed in lieu of foreclosure.

40
41 _____ The seller is a court appointed receiver, personal representative, trustee, conservator or
42 guardian.

43
44 _____ This sale or transfer is by a governmental agency.

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Signature(s) of Seller claiming exclusion

Date _____

Buyer(s) to acknowledge Seller's claim

Date _____

(IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.)

Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY)

(ORS 105.464)

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.

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

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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. Are there any encroachments, boundary agreements, boundary disputes or recent boundary changes? []Yes []No []Unknown

*D. Are there any rights of way, easements, licenses, access limitations or claims that may affect your interest in the property? []Yes []No []Unknown

*E. Are there any agreements for joint maintenance of an easement or right of way? []Yes []No []Unknown

*F. Are there any governmental studies, designations, zoning overlays, surveys or notices that would affect the property? []Yes []No []Unknown

*G. Are there any pending or existing governmental assessments against the property? []Yes []No []Unknown

*H. Are there any zoning violations or nonconforming uses? []Yes []No []Unknown

*I. Is there a boundary survey for the property? []Yes []No []Unknown

*J. Are there any covenants, conditions, restrictions or private assessments that affect the property? []Yes []No []Unknown

*K. Is the property subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the property is sold? []Yes []No []Unknown

2. WATER

A. Household water

(1) The source of the water is (check ALL that apply):

- []Public []Community []Private
- []Other _____

(2) Water source information:

*a. Does the water source require a water permit? []Yes []No []Unknown
If yes, do you have a permit? []Yes []No

b. Is the water source located on the property? []Yes []No []Unknown

*If not, are there any written agreements for

- 1 a shared water source? []Yes []No []Unknown []NA
- 2 *c. Is there an easement (recorded or unrecorded)
- 3 for your access to or maintenance of the water
- 4 source? []Yes []No []Unknown
- 5 d. If the source of water is from a well or spring,
- 6 have you had any of the following in the past
- 7 12 months? []Flow test []Bacteria test
- 8 []Chemical contents test []Yes []No []Unknown []NA
- 9 *e. Are there any water source plumbing problems
- 10 or needed repairs? []Yes []No []Unknown
- 11 (3) Are there any water treatment systems for
- 12 the property? []Yes []No []Unknown
- 13 []Leased []Owned
- 14 B. Irrigation
- 15 (1) Are there any [] water rights or [] other
- 16 irrigation rights for the property? []Yes []No []Unknown
- 17 *(2) If any exist, has the irrigation water been
- 18 used during the last five-year period? []Yes []No []Unknown []NA
- 19 *(3) Is there a water rights certificate or other
- 20 written evidence available? []Yes []No []Unknown []NA
- 21 C. Outdoor sprinkler system
- 22 (1) Is there an outdoor sprinkler system for the
- 23 property? []Yes []No []Unknown
- 24 (2) Has a back flow valve been installed? []Yes []No []Unknown []NA
- 25 (3) Is the outdoor sprinkler system operable? []Yes []No []Unknown []NA
- 26
- 27 3. SEWAGE SYSTEM
- 28 A. Is the property connected to a public or
- 29 community sewage system? []Yes []No []Unknown
- 30 B. Are there any new public or community sewage
- 31 systems proposed for the property? []Yes []No []Unknown
- 32 C. Is the property connected to an on-site septic
- 33 system? []Yes []No []Unknown
- 34 If yes, was it installed by permit? []Yes []No []Unknown []NA
- 35 *Has the system been repaired or altered? []Yes []No []Unknown
- 36 Has the condition of the system been
- 37 evaluated and a report issued? []Yes []No []Unknown
- 38 Has it ever been pumped? []Yes []No []Unknown []NA
- 39 If yes, when? _____
- 40 *D. Are there any sewage system problems or
- 41 needed repairs? []Yes []No []Unknown
- 42 E. Does your sewage system require on-site
- 43 pumping to another level? []Yes []No []Unknown
- 44
- 45 4. DWELLING INSULATION

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

- 1 If the following systems or fixtures are included
 2 in the purchase price, are they in good working
 3 order on the date this form is signed?
- 4 A. Electrical system, including wiring, switches,
 5 outlets and service]Yes]No]Unknown
- 6 B. Plumbing system, including pipes, faucets,
 7 fixtures and toilets]Yes]No]Unknown
- 8 C. Water heater tank]Yes]No]Unknown
- 9 D. Garbage disposal]Yes]No]Unknown]NA
- 10 E. Built-in range and oven]Yes]No]Unknown]NA
- 11 F. Built-in dishwasher]Yes]No]Unknown]NA
- 12 G. Sump pump]Yes]No]Unknown]NA
- 13 H. Heating and cooling systems]Yes]No]Unknown]NA
- 14 I. Security system]Owned]Leased]Yes]No]Unknown]NA
- 15 J. Are there any materials or products used in
 16 the systems and fixtures that are or have
 17 been the subject of a recall, class action
 18 settlement or other litigations?]Yes]No]Unknown
 19 If yes, what product? _____
- 20 (1) Are there problems with the product?]Yes]No]Unknown
- 21 (2) Is the product covered by a warranty?]Yes]No]Unknown
- 22 (3) Has the product been inspected?]Yes]No]Unknown
- 23 (4) Have claims been filed for this product
 24 by you or by previous owners?]Yes]No]Unknown
 25 If yes, when? _____
- 26 (5) Was money received?]Yes]No]Unknown
- 27 (6) Were any of the materials or products repaired
 28 or replaced?]Yes]No]Unknown
- 29
- 30 7. COMMON INTEREST
- 31 A. Is there a Home Owners' Association
 32 or other governing entity?]Yes]No]Unknown
- 33 Name of Association or Other Governing
 34 Entity _____
- 35 Contact Person _____
- 36 Address _____
- 37 Phone Number _____
- 38 B. Regular periodic assessments: \$_____
- 39 per]Month]Year]Other _____
- 40 *C. Are there any pending or proposed special
 41 assessments?]Yes]No]Unknown
- 42 D. Are there shared "common areas" or joint
 43 maintenance agreements for facilities like
 44 walls, fences, pools, tennis courts, walkways
 45 or other areas co-owned in undivided interest

- 1 with others?]Yes]No]Unknown
- 2 E. Is the Home Owners' Association or other
3 governing entity a party to pending litigation
4 or subject to an unsatisfied judgment?]Yes]No]Unknown]NA
- 5 F. Is the property in violation of recorded
6 covenants, conditions and restrictions or in
7 violation of other bylaws or governing rules,
8 whether recorded or not?]Yes]No]Unknown]NA
- 9
- 10 8. GENERAL
- 11 A. Are there problems with settling, soil,
12 standing water or drainage on the property
13 or in the immediate area?]Yes]No]Unknown
- 14 B. Does the property contain fill?]Yes]No]Unknown
- 15 C. Is there any material damage to the property or
16 any of the structure(s) from fire, wind, floods,
17 beach movements, earthquake, expansive soils
18 or landslides?]Yes]No]Unknown
- 19 D. Is the property in a designated floodplain?]Yes]No]Unknown
- 20 E. Is the property in a designated slide or other
21 geologic hazard zone?]Yes]No]Unknown
- 22 *F. Has any portion of the property been tested
23 or treated for asbestos, formaldehyde, radon
24 gas, lead-based paint, mold, fuel or chemical
25 storage tanks or contaminated soil or water?]Yes]No]Unknown
- 26 G. Are there any tanks or underground storage
27 tanks (e.g., septic, chemical, fuel, etc.)
28 on the property?]Yes]No]Unknown
- 29 H. Has the property ever been used as an illegal
30 drug manufacturing or distribution site?]Yes]No]Unknown
- 31 *If yes, was a Certificate of Fitness issued?]Yes]No]Unknown
- 32 *I. **Has the property been classified as**
33 **forestland-urban interface?**]Yes]No]Unknown
- 34
- 35 9. FULL DISCLOSURE BY SELLERS
- 36 *A. Are there any other material defects
37 affecting this property or its value
38 that a prospective buyer should
39 know about?]Yes]No
- 40 *If yes, describe the defect on attached sheet
41 and explain the frequency and extent of the
42 problem and any insurance claims, repairs or
43 remediation.
- 44 B. Verification:
45 The foregoing answers and attached explanations (if any) are complete and correct to

1 the best of my/our knowledge and I/we have received a copy of this disclosure statement.
2 I/we authorize my/our agents to deliver a copy of this disclosure statement to all
3 prospective buyers of the property or their agents.

4
5 Seller(s) signature:

6
7 SELLER _____ DATE _____

8
9 SELLER _____ DATE _____
10 _____

11
12
13 **II. BUYER'S ACKNOWLEDGMENT**

14
15 A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are
16 known to me/us or can be known by me/us by utilizing diligent attention and observation.

17
18 B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in
19 any amendments to this statement are made only by the seller and are not the representations of
20 any financial institution that may have made or may make a loan pertaining to the property, or that
21 may have or take a security interest in the property, or of any real estate licensee engaged by the
22 seller or buyer. A financial institution or real estate licensee is not bound by and has no liability
23 with respect to any representation, misrepresentation, omission, error or inaccuracy contained in
24 another party's disclosure statement required by this section or any amendment to the disclosure
25 statement.

26
27 C. Buyer (which term includes all persons signing the "buyer's acknowledgment" portion of this
28 disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (in-
29 cluding attachments, if any) bearing seller's signature(s).

30
31 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON
32 THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DIS-
33 CLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER,
34 HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO
35 REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT
36 OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS
37 YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

38
39 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY
40 DISCLOSURE STATEMENT.

41
42 BUYER _____ DATE _____

43
44 BUYER _____ DATE _____
45

1 Agent receiving disclosure statement on buyer's behalf to sign and date:

2

3 _____ Real Estate Licensee

4

5 _____ Real Estate Firm

6

7 Date received by agent _____

8

9

10 **SECTION 14. (1) The amendments to ORS 477.029 (1) by section 4 of this 2007 Act estab-**
11 **lishing a four-year term for members of county forestland-urban interface classification**
12 **committees do not apply to members who are serving on the effective date of this 2007 Act,**
13 **but a member serving on the effective date of this 2007 Act may not serve more than four**
14 **years after the effective date of this 2007 Act unless the member is reappointed. If a member**
15 **is reappointed after the effective date of this 2007 Act, the term of the reappointed member**
16 **is four years.**

17 (2) The amendments to ORS 477.029 (2) by section 4 of this 2007 Act apply to meetings
18 of a county forestland-urban interface classification committee taking place on or after the
19 effective date of this 2007 Act.

20 (3) The amendments to ORS 477.059 by section 9 of this 2007 Act only apply to initial
21 certifications, supplemental certifications and renewal certifications that are required on or
22 after the effective date of this 2007 Act.

23 _____