

Enrolled
Senate Bill 99

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CHAPTER

AN ACT

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

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

SECTION 1. ORS 477.017 is amended to read:

477.017. (1) The Legislative Assembly finds that:

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

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

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

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

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

(2) The Legislative Assembly declares that:

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

(b) All forestland-urban interface property owners have a basic responsibility to share in this complete and coordinated protection system by providing efforts against fire.

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

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

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

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

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

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

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

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

SECTION 2. ORS 477.023 is amended to read:

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

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

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

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

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

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

(f) When a real property lot includes one or more structures that have multiple owners, the State Forester may enter into a cooperative agreement with one or more of the owners, or a person designated as the representative of the owners, for the purposes of matters related to ORS 477.015 to 477.061. The term of a cooperative agreement entered into under this paragraph may not exceed five years.

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

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

SECTION 3. ORS 477.027 is amended to read:

477.027. By administrative rule, the State Board of Forestry shall establish criteria *[and a system]* by which the forestland-urban interface shall be **identified and** classified. The criteria shall recognize differences across the state in fire hazard, fire risk and structural characteristics within

the forestland-urban interface. *[and the system]* **The criteria** shall include not less than three nor more than five classes of forestland-urban interface.

SECTION 4. ORS 477.029 is amended to read:

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

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

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

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

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

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

SECTION 5. ORS 477.031 is amended to read:

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

(2) *[Upon the basis of its investigation and determination under subsection (1) of this section,]* The committee shall assign all forestland-urban interface forestland *[within its county]* **identified under**

subsection (1) of this section to one of the forestland-urban interface [*classifications*] **classes** developed pursuant to ORS 477.027.

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

SECTION 6. ORS 477.052 is amended to read:

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

(2) All **final** action by the committee in **designating and classifying** [*or reclassifying*] forestland-urban interface [*property*] shall be by formal written order, which must include a statement of findings of fact on the basis of which the order is made, and must include a **list of all land designated and classified. The committee shall prepare one or more** [*map*] **maps** showing the **final designations and classifications** [*or reclassifications*] made. The original of the order shall be filed [*immediately*] with the county clerk of the county[, *who shall maintain and make it available for public inspection*]. **The order need not meet the requirements of ORS 205.232 to be filed and recorded.** A copy of the order certified by the secretary of the committee shall be sent to the State [*Board of Forestry*] **Forester**.

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

SECTION 7. ORS 477.054 is amended to read:

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

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

SECTION 8. ORS 477.057 is amended to read:

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

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

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

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

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

SECTION 9. ORS 477.059 is amended to read:

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

[(2) The minimum acceptable standards to comply with subsection (1) of this section shall be established in rules promulgated by the State Board of Forestry and shall be based on considerations of the variability of the forestland-urban interface classifications across the state. The rules established by this subsection shall be provided to all owners, within the appropriate forestland-urban interface classifications.]

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

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

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

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

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

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

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

(1)(a) The State Board of Forestry shall by rule establish minimum standards for minimizing or mitigating:

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

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

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

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

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

(b) The board need not give notice under paragraph (a) of this subsection to an owner of land if the owner is a member of a homeowners association by reason of owning the land and the State Forester has entered into a cooperative agreement with the homeowners as-

sociation pursuant to ORS 477.023 (2)(e) that provides for notice to owners through the association.

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

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

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

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

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

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

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

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

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

SECTION 10. ORS 477.060 is amended to read:

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

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

SECTION 11. ORS 477.061 is amended to read:

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

SECTION 12. ORS 205.130 is amended to read:

205.130. The county clerk shall:

(1) Have the custody of, and safely keep and preserve all files and records of deeds and mortgages of real property, and a record of all maps, plats, contracts, powers of attorney and other interests affecting the title to real property required or permitted by law to be recorded.

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

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

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

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

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

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

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

(3) Keep and maintain:

(a) Deed and mortgage records;

(b) Statutory lien records;

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

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

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

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

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

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

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

SECTION 13. ORS 105.464 is amended to read:

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

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

INSTRUCTIONS TO THE SELLER

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

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

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

(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470)

Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:

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

Initial only the exclusion you wish to claim.

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

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

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

_____ This sale or transfer is by a governmental agency.

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.

*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. 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 a shared water source? []Yes []No []Unknown []NA
- *c. Is there an easement (recorded or unrecorded) for your access to or maintenance of the water source? []Yes []No []Unknown
- d. If the source of water is from a well or spring, have you had any of the following in the past 12 months? []Flow test []Bacteria test []Chemical contents test []Yes []No []Unknown []NA
- *e. Are there any water source plumbing problems or needed repairs? []Yes []No []Unknown
- (3) Are there any water treatment systems for the property? []Yes []No []Unknown
[]Leased []Owned

B. Irrigation

- (1) Are there any [] water rights or [] other irrigation rights for the property? []Yes []No []Unknown
- * (2) If any exist, has the irrigation water been used during the last five-year period? []Yes []No []Unknown []NA
- * (3) Is there a water rights certificate or other written evidence available? []Yes []No []Unknown []NA

C. Outdoor sprinkler system

- (1) Is there an outdoor sprinkler system for the property? []Yes []No []Unknown

- (2) Has a back flow valve been installed? []Yes []No []Unknown []NA
 (3) Is the outdoor sprinkler system operable? []Yes []No []Unknown []NA

3. SEWAGE SYSTEM

- A. Is the property connected to a public or community sewage system? []Yes []No []Unknown
 B. Are there any new public or community sewage systems proposed for the property? []Yes []No []Unknown
 C. Is the property connected to an on-site septic system? []Yes []No []Unknown
 If yes, was it installed by permit? []Yes []No []Unknown []NA
 *Has the system been repaired or altered? []Yes []No []Unknown
 Has the condition of the system been evaluated and a report issued? []Yes []No []Unknown
 Has it ever been pumped? []Yes []No []Unknown []NA
 If yes, when? _____
 *D. Are there any sewage system problems or needed repairs? []Yes []No []Unknown
 E. Does your sewage system require on-site pumping to another level? []Yes []No []Unknown

4. DWELLING INSULATION

- A. Is there insulation in the:
 (1) Ceiling? []Yes []No []Unknown
 (2) Exterior walls? []Yes []No []Unknown
 (3) Floors? []Yes []No []Unknown
 B. Are there any defective insulated doors or windows? []Yes []No []Unknown

5. DWELLING STRUCTURE

- *A. Has the roof leaked? []Yes []No []Unknown
 If yes, has it been repaired? []Yes []No []Unknown []NA
 B. Are there any additions, conversions or remodeling? []Yes []No []Unknown
 If yes, was a building permit required? []Yes []No []Unknown []NA
 If yes, was a building permit obtained? []Yes []No []Unknown []NA
 If yes, was final inspection obtained? []Yes []No []Unknown []NA
 C. Are there smoke alarms or detectors? []Yes []No []Unknown
 D. Is there a woodstove included in the sale? []Yes []No []Unknown
 Make _____
 *E. Has pest and dry rot, structural or "whole house" inspection been done within the last three years? []Yes []No []Unknown
 *F. Are there any moisture problems, areas of water penetration, mildew odors or other moisture conditions (especially in the basement)? []Yes []No []Unknown
 *If yes, explain on attached sheet the frequency and extent of problem and any insurance claims, repairs or remediation done.
 G. Is there a sump pump on the property? []Yes []No []Unknown
 H. Are there any materials used in the

construction of the structure that are or have been the subject of a recall, class action suit, settlement or litigation?

]Yes]No]Unknown

If yes, what are the materials? _____

- (1) Are there problems with the materials?]Yes]No]Unknown]NA
- (2) Are the materials covered by a warranty?]Yes]No]Unknown]NA
- (3) Have the materials been inspected?]Yes]No]Unknown]NA
- (4) Have there ever been claims filed for these materials by you or by previous owners?]Yes]No]Unknown]NA
If yes, when? _____
- (5) Was money received?]Yes]No]Unknown]NA
- (6) Were any of the materials repaired or replaced?]Yes]No]Unknown]NA

6. DWELLING SYSTEMS AND FIXTURES

If the following systems or fixtures are included in the purchase price, are they in good working order on the date this form is signed?

- A. Electrical system, including wiring, switches, outlets and service]Yes]No]Unknown
- B. Plumbing system, including pipes, faucets, fixtures and toilets]Yes]No]Unknown
- C. Water heater tank]Yes]No]Unknown
- D. Garbage disposal]Yes]No]Unknown]NA
- E. Built-in range and oven]Yes]No]Unknown]NA
- F. Built-in dishwasher]Yes]No]Unknown]NA
- G. Sump pump]Yes]No]Unknown]NA
- H. Heating and cooling systems]Yes]No]Unknown]NA
- I. Security system]Owned]Leased]Yes]No]Unknown]NA
- J. Are there any materials or products used in the systems and fixtures that are or have been the subject of a recall, class action settlement or other litigations?]Yes]No]Unknown
If yes, what product? _____
- (1) Are there problems with the product?]Yes]No]Unknown
- (2) Is the product covered by a warranty?]Yes]No]Unknown
- (3) Has the product been inspected?]Yes]No]Unknown
- (4) Have claims been filed for this product by you or by previous owners?]Yes]No]Unknown
If yes, when? _____
- (5) Was money received?]Yes]No]Unknown
- (6) Were any of the materials or products repaired or replaced?]Yes]No]Unknown

7. COMMON INTEREST

- A. Is there a Home Owners' Association or other governing entity?]Yes]No]Unknown
Name of Association or Other Governing Entity _____
Contact Person _____
Address _____
Phone Number _____

- B. Regular periodic assessments: \$_____ per []Month []Year[]Other _____
- *C. Are there any pending or proposed special assessments? []Yes []No []Unknown
- D. Are there shared "common areas" or joint maintenance agreements for facilities like walls, fences, pools, tennis courts, walkways or other areas co-owned in undivided interest with others? []Yes []No []Unknown
- E. Is the Home Owners' Association or other governing entity a party to pending litigation or subject to an unsatisfied judgment? []Yes []No []Unknown []NA
- F. Is the property in violation of recorded covenants, conditions and restrictions or in violation of other bylaws or governing rules, whether recorded or not? []Yes []No []Unknown []NA

8. GENERAL

- A. Are there problems with settling, soil, standing water or drainage on the property or in the immediate area? []Yes []No []Unknown
- B. Does the property contain fill? []Yes []No []Unknown
- C. Is there any material damage to the property or any of the structure(s) from fire, wind, floods, beach movements, earthquake, expansive soils or landslides? []Yes []No []Unknown
- D. Is the property in a designated floodplain? []Yes []No []Unknown
- E. Is the property in a designated slide or other geologic hazard zone? []Yes []No []Unknown
- *F. Has any portion of the property been tested or treated for asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks or contaminated soil or water? []Yes []No []Unknown
- G. Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property? []Yes []No []Unknown
- H. Has the property ever been used as an illegal drug manufacturing or distribution site? []Yes []No []Unknown
*If yes, was a Certificate of Fitness issued? []Yes []No []Unknown
- *I. **Has the property been classified as forestland-urban interface?** []Yes []No []Unknown

9. FULL DISCLOSURE BY SELLERS

- *A. Are there any other material defects affecting this property or its value that a prospective buyer should know about? []Yes []No
*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs or remediation.
- B. Verification:

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

Seller(s) signature:

SELLER _____ DATE _____

SELLER _____ DATE _____

II. BUYER'S ACKNOWLEDGMENT

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

B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only 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 of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.

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

DISCLOSURES, IF ANY, 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. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

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

BUYER _____ DATE _____

BUYER _____ DATE _____

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

_____ Real Estate Licensee

_____ Real Estate Firm

Date received by agent _____

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

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

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

Passed by Senate February 12, 2007

Received by Governor:

Repassed by Senate March 28, 2007

.....M.,....., 2007

Approved:

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Secretary of Senate

.....M.,....., 2007

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President of Senate

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Governor

Passed by House March 26, 2007

Filed in Office of Secretary of State:

.....M.,....., 2007

.....
Speaker of House

.....
Secretary of State