

Sale Agreement # \_\_\_\_\_



3.3 SELLER VACANT LAND DISCLOSURE

1 If not waived in the Seller's Vacant Land Real Estate Purchase and Sale Agreement ("Agreement"), a Seller shall deliver the following
2 Seller's Vacant Land Disclosure ("SVLD") to the Buyer who enters into a valid Agreement to purchase property that contains no dwelling
3 structures and no agricultural, commercial, or industrial uses.

4 INSTRUCTIONS TO THE SELLER

5 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you
6 provide your explanation(s).

7 Each Seller of vacant land shall deliver this form to each Buyer who enter into an Agreement to purchase vacant property, Seller shall
8 provide Buyer with this form within 5 Business Days after Mutual Acceptance, unless waived by Buyer in a Form 2.14 Waiver of
9 Contingencies Addendum. After delivery of the SVLD, Buyer has 5 Business Days ("SVLD Period") to unconditionally terminate the
10 Sale Agreement by providing Seller with Form 5.3 Buyer's Notice of Termination explaining Buyer's disapproval of information
11 contained in this SVLD and terminating the Agreement. Earnest Money shall be refunded to Buyer if Notice of Termination is delivered
12 within the SVLD Period.

13 Questions regarding the legal consequences of the Seller's choice on the below disclosures should be directed to a qualified attorney.

SECTION 1. SELLER VACANT LAND DISCLOSURE

(IF BUYER DID NOT WAIVE THE SVLD, YOU MUST FILL OUT THIS SECTION.)

NOT A WARRANTY

18 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE
19 PROPERTY LOCATED AT 1 Cedar Street, Baker City, OR 97814 ("THE PROPERTY").

20 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE
21 PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SVLD TO TERMINATE
22 THE AGREEMENT BY DELIVERING FORM 5.3 BUYER'S NOTICE OF TERMINATION TO THE SELLER DISAPPROVING OF INFORMATION IN
23 THE SVLD, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO THE AGREEMENT WITH A FORM 2.14 WAIVER OF
24 CONTINGENCIES ADDENDUM.

25 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND
26 PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE, ONE
27 OR MORE OF THE FOLLOWING: ARCHITECTS, GENERAL CONTRACTORS, ENGINEERS, PLUMBERS, ELECTRICIANS, OR ENVIRONMENTAL
28 INSPECTORS.

I. SELLER REPRESENTATIONS

30 The following are representations made by the Seller and are not the representations of any financial institution that may have made
31 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
32 engaged by the Seller or the Buyer.

DO NOT LEAVE ANY SPACES BLANK

If you mark "yes" on items with \*, attach a copy of item's document or explain yes answer on an attached sheet.

1. LAND USAGE

- A. Has the Property been surveyed? [ ] Yes\* [ ] No [X] Unknown
B. Has the Property been platted? [ ] Yes\* [ ] No [X] Unknown
C. Are you aware of any prior property divisions, partitions, or subdivisions involving this Property? [ ] Yes\* [X] No [ ] Unknown

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

Handwritten initials in boxes: SPH, LAH, B, AL

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**SELLER VACANT LAND DISCLOSURE**



- 40 D. Are you aware of any encroachments or boundary line disputes?  Yes  No  Unknown
- 41 E. Are you aware of any easements other than utility/drainage easements?  Yes  No  Unknown
- 42 F. Are you aware of any condition or proposed change in the vicinity of the Property that does or will materially affect the
- 43 value of the Property, such as, but not limited to, proposed development or proposed roadways?  Yes\*  No  Unknown
- 44  Yes\*  No  Unknown
- 45 G. Zoning Classification of Property if Known: \_\_\_\_\_
- 46 H. Have any development-related permit applications been submitted to any government agencies.  Yes\*  No  Unknown
- 47  Yes\*  No  Unknown
- 48 I. Is Seller aware of any mineral, subsurface, natural gas, or oil rights or leases in the Property held by another person or
- 49 entity other than Seller?  Yes\*  No  Unknown
- 50 J. Are the boundary lines of the Property marked in any way?  Yes  No  Unknown
- 51 *If yes, please describe boundary lines, boundary landmarks, and boundary distances on an attached document.*

**2. FLORA AND FAUNA**

- 53 A. Does the Property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered
- 54 by the government?  Yes  No  Unknown
- 55 B. Are there any migratory animal paths or migration routes that commonly pass through the Property?  Yes  No  Unknown
- 56  Yes  No  Unknown
- 57 C. Are you aware of any dead or diseased trees on the Property?.  Yes\*  No  Unknown
- 58  Yes\*  No  Unknown
- 59 D. Is the Property classified or designated as forest land or open space?  Yes  No  Unknown
- 60  Yes  No  Unknown
- 61 E. Do you have a forest management plan or contracted forest management services?  Yes\*  No  Unknown
- 62  Yes\*  No  Unknown
- 63 F. Is the Property classified as part of the Oregon Coastal Management Program?  Yes  No  Unknown
- 64  Yes  No  Unknown
- 65 G. Is the Property currently designated as farm deferral or forestland deferral by the county tax assessor?  Yes  No  Unknown
- 66  Yes  No  Unknown
- 67 H. Is the Property subject to any farm deferral or forestland deferral taxes?  Yes  No  Unknown
- 68  Yes  No  Unknown
- 69 I. Has Seller received notice of any environmental regulation or environmental condition (such as a Wetland Determination)
- 70 which would prohibit or restrict use of the Property?  Yes\*  No  Unknown
- 71  Yes\*  No  Unknown

**3. SOIL AND WATER**

- 72 A. Have any soil tests been performed?  Yes\*  No  Unknown
- 73  Yes\*  No  Unknown
- 74 B. Is any portion of the Property been classified as "High Value Farm Land"?  Yes  No  Unknown
- 75  Yes  No  Unknown
- 76 C. Is there any soil or groundwater contamination?  Yes  No  Unknown
- 77  Yes  No  Unknown
- 78 D. Does the Property have any water rights or water permits?  Yes  No  Unknown
- 79  Yes  No  Unknown
- 80 (1) If yes, are they Groundwater rights?  N/A  Yes\*  No  Unknown
- 81  N/A  Yes\*  No  Unknown
- 82 (2) If yes, are they Surface water rights?  N/A  Yes\*  No  Unknown
- 83  N/A  Yes\*  No  Unknown
- 84 (3) If yes, are there any water storage rights?  N/A  Yes\*  No  Unknown
- 85  N/A  Yes\*  No  Unknown
- 86 (4) If yes, have all of the water rights been utilized annually during the past five successive years?  N/A  Yes\*  No  Unknown
- 87  N/A  Yes\*  No  Unknown
- 88 E. Is there a dam on the Property?  Yes  No  Unknown
- 89  Yes  No  Unknown
- 90 If yes, is the dam permitted?  N/A  Yes  No  Unknown
- 91  N/A  Yes  No  Unknown
- 92 F. Does the Property have potable water supply?  Yes  No  Unknown
- 93  Yes  No  Unknown
- 94 G. Are any of the following presently existing within the Property?
- 95 (1) Connection to public water  Yes  No  Unknown
- 96  Yes  No  Unknown
- 97 (2) Connection to private water system off property  Yes  No  Unknown
- 98  Yes  No  Unknown
- 99 (3) A water tank  Yes  No  Unknown
- 100  Yes\*  No  Unknown
- 101 (4) Well with an assigned Well ID number  Yes\*  No  Unknown
- 102  Yes\*  No  Unknown
- 103 (5) Well with no Well ID number  Yes  No  Unknown
- 104  Yes  No  Unknown
- 105 H. Are any of the following presently existing at the boundary of the Property?
- 106 (1) Public water system access  Yes  No  Unknown
- 107  Yes  No  Unknown
- 108 (2) Private water system access  Yes  No  Unknown
- 109  Yes  No  Unknown

Buyer Initials \_\_\_\_\_

Seller Initials SFH LAH SB HL

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- 88 (3) Connection to private water system off property  Yes  No  Unknown
- 89 (4) A water tank  Yes  No  Unknown
- 90 I. Is there a connection or hook-up charge payable before the Property can be connected to the water main?  Yes  No  Unknown
- 91  Yes  No  Unknown
- 92 J. Is there an easement for access to and/or maintenance of the water source?  Yes\*  No  Unknown
- 93 K. Are there any defects in the operation of the water systems (e.g. pipes, tank, pump, etc.)?  Yes\*  No  Unknown
- 94  Yes\*  No  Unknown
- 95 L. Is there an outdoor sprinkler system for the Property?  Yes  No  Unknown
- 96 (1) If yes to outdoor sprinkler system, are there any defects in the system?  N/A  Yes  No  Unknown
- 97 (2) If yes to outdoor sprinkler system, is the sprinkler system connected to irrigation water?  SFH  Yes  No  Unknown
- 98  N/A  Yes  No  Unknown
- 99 M. Are there any abandoned wells, buried storage tanks, buried debris, or waste on the Property?  Yes\*  No  Unknown
- 100  Yes\*  No  Unknown

4. SEWAGE SYSTEMS

- 102 A. Is the property connected to a Public Sewer System?  Yes  No  Unknown
- 103 B. If not connected to Public Sewer, is Public Sewer available or able to be attached to the Property?  Yes  No  Unknown
- 104  Yes  No  Unknown
- 105 C. Is the Property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?  Yes  No  Unknown
- 106  Yes  No  Unknown
- 107 D. Is the on-site sewage system, including the drain field, located entirely within the boundaries of the Property?  Yes  No  Unknown
- 108  Yes  No  Unknown
- 109 *If no and sewage system is located outside the boundaries of the Property, explain where sewage system is located.\**
- 110 E. Have percolation tests been performed?  Yes\*  No  Unknown
- 111  Yes\*  No  Unknown

5. POWER AND HEATING

- 112 A. Are any of the following presently existing at the boundary of the Property?
- 113 (1) Electric service access  Yes  No  Unknown
- 114 (2) Natural gas access  Yes  No  Unknown
- 115 B. Have any utility access charges been paid?  Yes\*  No  Unknown
- 116 *If yes, on separate attachment, explain which ones*
- 117 C. Is there a connection charge for gas?  Yes  No  Unknown
- 118 D. Is there a connection charge for electricity?  Yes  No  Unknown
- 119 E. Are there any electrical problems on the Property?  Yes  No  Unknown
- 120 F. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the Property that do not provide utility service to the structure on the Property?  Yes  No  Unknown
- 121  Yes  No  Unknown
- 122 G. Is there a propane tank on the Property?  Yes\*  No  Unknown
- 123 H. If yes to the above, is this propane tank owned by the Seller?  N/A  Yes  No  Unknown

6. MISCELLANEOUS

- 125 A. Has the Property been used for commercial or industrial purposes?  Yes  No  Unknown
- 126 B. Has the Property been used for agricultural purposes?  Yes  No  Unknown
- 127 C. Are any of the following presently existing at the boundary of the Property?
- 128 (1) Telephone system access  Yes  SFH  No  Unknown
- 129 (2) Internet access  Yes  No  Unknown
- 130 D. Has the Property been used as a legal or illegal dumping site?  Yes  No  Unknown
- 131 E. Has the Property been used as an illegal drug manufacturing site?  Yes  No  Unknown
- 132 F. Are there any radio towers that cause interference with cellular telephone reception?  Yes  No  Unknown
- 133 *If the answer is Yes, on separate attachment, what is the status or outcome of those applications?*

Buyer Initials \_\_\_\_\_

Seller Initials DS SFH DS LAH DS [Signature]

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**SELLER VACANT LAND DISCLOSURE**



- 134 G. Is the Property located within a city, county, or district or within a department of natural resources fire protection zone that
- 135 provides fire protection services?  Yes  No  Unknown
- 136 H. Are you aware of any electromagnetic fields located on the Property?  Yes  No  Unknown

**II. VERIFICATION**

138 The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have  
139 received a copy of this SVLD. I/we authorize my/our Agents to deliver a copy of this SVLD to Buyer or their Agents.

140 Seller(s) signature:

141 Seller: *Steven Francis Haberle* **Steven Francis Haberle** Dated: 3/5/2024

142 Seller: *Lee Ann Haberle* **Lee Ann Haberle** Dated: 3/5/2024

143 Seller: *Scott Baker Hamrick* **Scott Baker Hamrick** Dated: 3/5/2024

144 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

**III. BUYER'S ACKNOWLEDGMENT**

146 **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  
147 by me/us by utilizing diligent attention and observation.

148 **B.** Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are  
149 made only by the Seller and are not the representations of any financial institution that may have made or may make a loan pertaining  
150 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  
151 Buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation,  
152 misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this SVLD or any  
153 amendment to the SVLD.

154 **C.** Buyer (which term includes all persons signing the "Buyer's Acknowledgment" portion of this disclosure statement below) hereby  
155 acknowledges receipt of a copy of this SVLD (including attachments, if any) bearing Seller's signature(s).

156 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO  
157 A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER  
158 ORS 30.930 TO ORS 30.947.

159 THIS NOTICE IS TO INFORM YOU THAT DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS  
160 OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 1 OF THIS  
161 FORM, YOU, THE BUYER, HAVE **FIVE BUSINESS DAYS** FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO TERMINATE  
162 THE AGREEMENT BY DELIVERING **A FORM 5.3 BUYER'S NOTICE OF TERMINATION** TO THE SELLER DISAPPROVING THE SELLER'S  
163 DISCLOSURE, UNLESS YOU WAIVED THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

164 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S VACANT LAND DISCLOSURE STATEMENT.

165 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

166 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

167 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

168 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

169 If Agent receiving SVLD for Buyer, Agent is to sign and date:

170 \_\_\_\_\_ Real Estate Licensee

171 \_\_\_\_\_ Real Estate Firm

172 Date received by Agent \_\_\_\_\_

173

**Buyer Initials** \_\_\_\_\_ **Seller Initials** *SFH LAH SB HL*