



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
5 INSTRUCTIONS TO THE SELLER

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

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

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

15 _____

SECTION 1. SELLER VACANT LAND DISCLOSURE

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

NOT A WARRANTY

19 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE
20 PROPERTY LOCATED AT SW Sanahama , Lot # 11 & 12, Seal Rock, OR 97376 (“THE PROPERTY”).

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

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

I. SELLER REPRESENTATIONS

31 The following are representations made by the Seller and are not the representations of any financial institution that may have made
32 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
33 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?* [X] Yes [] No [] Unknown
B. Has the Property been platted?* [X] Yes [] No [] Unknown
C. Are you aware of any prior property divisions, partitions, or subdivisions involving this Property?*

Buyer Initials _____ Seller Initials MLW TKW _____

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

53 2. FLORA AND FAUNA

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

68 3. SOIL AND WATER

- 69 A. Have any soil tests been performed?* Yes No Unknown
- 70 B. Is any portion of the Property been classified as "High Value Farm Land"? Yes No Unknown
- 71 C. Is there any soil or groundwater contamination? Yes No Unknown
- 72 D. Does the Property have any water rights or water permits? Yes No Unknown
- 73 (1) If yes, are they Groundwater rights?* N/A Yes No Unknown
- 74 (2) If yes, are they Surface water rights?* N/A Yes No Unknown
- 75 (3) If yes, are there any water storage rights?* N/A Yes No Unknown
- 76 (4) If yes, have all or any portion of the water right not been used for five or more successive years?*
- 77 N/A Yes No Unknown
- 78 E. Is there a dam on the Property? Yes No Unknown
- 79 If yes, is the dam permitted? N/A Yes No Unknown
- 80 F. Does the Property have potable water supply? Yes No Unknown
- 81 G. Are any of the following presently existing within the Property?
- 82 (1) Connection to public water Yes No Unknown
- 83 (2) Connection to private water system off property Yes No Unknown
- 84 (3) A water tank Yes No Unknown
- 85 (4) Well with an assigned Well ID number* Yes No Unknown
- 86 (5) Well with no Well ID number Yes No Unknown
- 87 H. Are any of the following presently existing at the boundary of the Property?

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

4. SEWAGE SYSTEMS

- 104 A. Is the property connected to a Public Sewer System? Yes No Unknown
- 105 B. If not connected to Public Sewer, is Public Sewer available or able to be attached to the Property? Yes No Unknown
- 106 Yes No Unknown
- 107 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
- 108 Yes No Unknown
- 109 D. Is the on-site sewage system, including the drain field, located entirely within the boundaries of the Property? Yes No Unknown
- 110 Yes No Unknown
- 111 *If no and sewage system is located outside the boundaries of the Property, explain where sewage system is located.**
- 112 E. Have percolation tests been performed?* Yes No Unknown

5. POWER AND HEATING

- 114 A. Are any of the following presently existing at the boundary of the Property? Yes No Unknown
- 115 (1) Electric service access Yes No Unknown
- 116 (2) Natural gas access Yes No Unknown
- 117 B. Have any utility access charges been paid? Yes No Unknown
- 118 *If yes, on separate attachment, explain which ones?**
- 119 C. Is there a connection charge for gas? Yes No Unknown
- 120 D. Is there a connection charge for electricity? Yes No Unknown
- 121 E. Are there any electrical problems on the Property? Yes No Unknown
- 122 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
- 123 Yes No Unknown
- 124 G. Is there a propane tank on the Property? Yes No Unknown
- 125 H. If yes to the above, is this propane tank owned by the Seller? Yes No Unknown

6. MISCELLANEOUS

- 127 A. Has the Property been used for commercial or industrial purposes? Yes No Unknown
- 128 B. Has the Property been used for agricultural purposes? Yes No Unknown
- 129 C. Are any of the following presently existing at the boundary of the Property? Yes No Unknown
- 130 (1) Telephone system access Yes No Unknown
- 131 (2) Internet access Yes No Unknown
- 132 D. Has the Property been used as a legal or illegal dumping site? Yes No Unknown
- 133 E. Has the Property been used as an illegal drug manufacturing site? Yes No Unknown
- 134 F. Are there any radio towers that cause interference with cellular telephone reception? Yes No Unknown

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135 Yes No Unknown

If the answer is Yes, on separate attachment, what is the status or outcome of those applications?

136 G. Is the Property located within a city, county, or district or within a department of natural resources fire protection zone that
137 provides fire protection services? Yes No Unknown

138 H. Are you aware of any electromagnetic fields located on the Property? Yes No Unknown

II. VERIFICATION

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

143 Seller(s) signature:

144 Seller: Melissa L. Willoughby Dated: 08/14/2023

145 Seller: Tad K. Willoughby Dated: 08/14/2023

146 Seller: _____ Dated: _____

147 Seller: _____ Dated: _____

III. BUYER'S ACKNOWLEDGMENT

150 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
151 by me/us by utilizing diligent attention and observation.

152 B. Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are
153 made only by the Seller and are not the representations of any financial institution that may have made or may make a loan pertaining
154 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
155 Buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation,
156 misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this SVLD or any
157 amendment to the SVLD.

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

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

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

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

169 Buyer: _____ Dated: _____

170 Buyer: _____ Dated: _____

171 Buyer: _____ Dated: _____

172 Buyer: _____ Dated: _____

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

175 _____ Real Estate Licensee

176 _____ Real Estate Firm

177 Date received by Agent _____

Buyer Initials _____

Seller Initials MLW TKW



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SELLER VACANT LAND DISCLOSURE

1. Property Address or Description: SW Sanahama , Lot # 11 & 12, Seal Rock, OR 97376

2. Names of Parties to this Agreement:

Buyer: _____ **Seller:** Melissa L. Willoughby

Buyer: _____ **Seller:** Tad K. Willoughby

Buyer: _____ **Seller:** _____

Buyer: _____ **Seller:** _____

3. Use and Effect of this Attachment. The **Form 3.1 Seller Property Disclosure Statement**, **Form 3.2 Seller Agricultural Land Disclosure**, and **Form 3.3 Seller Vacant Land Disclosure** all state, "If you mark yes on items with *, attach a copy of item's document or explain yes answer on an attached sheet." This Attachment form is used for those explanations. If you are attaching a copy of a document, label the top right corner of all pages that are part of the copy with an A, B, C, or 1, 2, 3, etc. and use the below space to describe the item.

E.g. Seller answered yes to Form 3.1 (1)(L) asking whether there are any special tax assessments or tax treatment that may result in levy of additional taxes if the Property is Sold; Seller then attaches the tax record for Property stating, "POSSIBLE TAX ASSESSMENT, \$1,234", writes the letter A in the top right corner of the page and writes below in Section 5: "Item Related to Form 3.1, Section 1 L - Attached Document labeled as Exhibit A – Tax Assessment showing pending governmental assessment."

4. Disclosure. This Attachment is related to Sale Agreement # _____ and **Form 3.3 Seller Vacant Land Disclosure.**

5. Explanations and Attachments. The following are explanations of various "yes" answers to disclosure items marked with *, or descriptions of attached items related to such * items

Item Related to Form _____ **Section** _____ **Attached Document labeled as Exhibit** _____
Statement of Explanation (if any): _____

Item Related to Form _____ **Section** _____ **Attached Document labeled as Exhibit** _____
Statement of Explanation (if any): _____

Item Related to Form _____ **Section** _____ **Attached Document labeled as Exhibit** _____
Statement of Explanation (if any): _____

Item Related to Form _____ **Section** _____ **Attached Document labeled as Exhibit** _____
Statement of Explanation (if any): _____

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Statement of Explanation (if any): _____

