



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.

14 _____

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 54735 Huntington Rd, Bend, OR 97707 ("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 Unknown
- B. Has the Property been platted? Yes* No Unknown
- C. Are you aware of any prior property divisions, partitions, or subdivisions involving this Property? Yes* No Unknown

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- 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 value of the Property, such as, but not limited to, proposed development or proposed roadways? Yes* No Unknown
- 43
- 44
- 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
- 48 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? Yes* No Unknown
- 49
- 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.*

52 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 by the government? Yes No Unknown
- 54
- 55 B. Are there any migratory animal paths or migration routes that commonly pass through the Property? Yes No Unknown
- 56
- 57 C. Are you aware of any dead or diseased trees on the Property? Yes* No Unknown
- 58 D. Is the Property classified or designated as forest land or open space? Yes No Unknown
- 59 E. Do you have a forest management plan or contracted forest management services? 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
- 63 H. Is the Property subject to any farm deferral or forestland deferral taxes? Yes No Unknown
- 64 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? Yes* No Unknown
- 65

66 3. SOIL AND WATER

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

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- 88 (3) Connection to private water system off property
89 (4) A water tank
90 I. Is there a connection or hook-up charge payable before the Property can be connected to the water main?
91
92 J. Is there an easement for access to and/or maintenance of the water source?
93 K. Are there any defects in the operation of the water systems (e.g. pipes, tank, pump, etc.)?
94
95 L. Is there an outdoor sprinkler system for the Property?
96 (1) If yes to outdoor sprinkler system, are there any defects in the system?
97 (2) If yes to outdoor sprinkler system, is the sprinkler system connected to irrigation water?
98
99 M. Are there any abandoned wells, buried storage tanks, buried debris, or waste on the Property?
100

4. SEWAGE SYSTEMS

- 102 A. Is the property connected to a Public Sewer System?
103 B. If not connected to Public Sewer, is Public Sewer available or able to be attached to the Property?
104
105 C. Is the Property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or
106 on-site sewage system maintenance service?
107 D. Is the on-site sewage system, including the drain field, located entirely within the boundaries of the Property?
108
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?

5. POWER AND HEATING

- 112 A. Are any of the following presently existing at the boundary of the Property?
113 (1) Electric service access
114 (2) Natural gas access
115 B. Have any utility access charges been paid?
116 If yes, on separate attachment, explain which ones
117 C. Is there a connection charge for gas?
118 D. Is there a connection charge for electricity?
119 E. Are there any electrical problems on the Property?
120 F. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the Property that do
121 not provide utility service to the structure on the Property?
122 G. Is there a propane tank on the Property?
123 H. If yes to the above, is this propane tank owned by the Seller?

6. MISCELLANEOUS

- 125 A. Has the Property been used for commercial or industrial purposes?
126 B. Has the Property been used for agricultural purposes?
127 C. Are any of the following presently existing at the boundary of the Property?
128 (1) Telephone system access
129 (2) Internet access
130 D. Has the Property been used as a legal or illegal dumping site?
131 E. Has the Property been used as an illegal drug manufacturing site?
132 F. Are there any radio towers that cause interference with cellular telephone reception?
133 If the answer is Yes, on separate attachment, what is the status or outcome of those applications?

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- 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

137
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 Thomahlen Dated: 10/13/2025

142 Seller: _____ Dated: _____

143 Seller: _____ Dated: _____

144 Seller: _____ Dated: _____

III. BUYER'S ACKNOWLEDGMENT

145
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 ST