

Requested by Senator SMITH DB

**PROPOSED AMENDMENTS TO  
SENATE BILL 678**

1 On page 1 of the printed bill, line 2, after “provisions;” delete the rest  
2 of the line and delete lines 3 through 8 and insert “amending ORS 105.464,  
3 197.716, 215.291, 215.495, 476.392, 476.690, 477.015, 477.503, 477.748 and 526.272;  
4 repealing ORS 455.612, 455.614, 476.390, 476.394, 476.398, 477.027, 477.161 and  
5 477.490 and sections 12a, 12b, 12d and 29, chapter 592, Oregon Laws 2021; and  
6 declaring an emergency.”.

7 Delete lines 10 through 30 and delete pages 2 through 17 and insert:  
8

9 **“REPEALS**

10

11 **“SECTION 1. (1) ORS 455.612, 455.614, 476.390, 476.394, 476.398, 477.027,**  
12 **477.161 and 477.490 and sections 12a, 12b and 29, chapter 592, Oregon**  
13 **Laws 2021, are repealed.**

14 **“(2) Section 12d, chapter 592, Oregon Laws 2021, as amended by**  
15 **section 10, chapter 611, Oregon Laws 2023, is repealed.**

16

17 **“DEFENSIBLE SPACE**

18

19 **“SECTION 2. ORS 476.392 is amended to read:**

20 **“476.392. [(1) *The State Fire Marshal shall establish minimum defensible***  
21 ***space requirements for wildfire risk reduction on lands in areas identified on***

1 *the statewide wildfire hazard map described in ORS 477.490 as within the*  
2 *wildland-urban interface.]*

3 *“(2) The State Fire Marshal:]*

4 *“(a) Shall consult with the Oregon Fire Code Advisory Board to establish*  
5 *the requirements.]*

6 *“(b) Shall establish requirements that are consistent with and do not ex-*  
7 *ceed the standards pertaining only to defensible space that are set forth in the*  
8 *International Wildland-Urban Interface Code published by the International*  
9 *Code Council, including the standards pertaining only to defensible space that*  
10 *are set forth in sections 603 and 604 of the code.]*

11 *“(c) May consider best practices specific to Oregon in order to establish the*  
12 *requirements.]*

13 *“(d) Shall periodically reexamine the standards set forth in the Interna-*  
14 *tional Wildland-Urban Interface Code and update the requirements to reflect*  
15 *current best practices, in consultation with the Oregon Fire Code Advisory*  
16 *Board.]*

17 *“(e) Shall enforce the requirements that are applicable to lands within the*  
18 *jurisdiction of a local government.]*

19 *“(f) Shall adopt rules governing administration of the requirements.]*

20 *“(g) May develop and apply a graduated fee structure for use in assessing*  
21 *penalties on property owners for noncompliance with the requirements.]*

22 *“(h) Shall consult on implementation of the requirements.]*

23 *“(i) May adopt rules concerning reports by local governments described in*  
24 *subsection (4)(a) of this section.]*

25 *“(3) Subject to additional local requirements, the requirements shall apply*  
26 *statewide for all lands in the wildland-urban interface that are designated as*  
27 *being in the high wildfire hazard zone, as identified on the map.]*

28 *“(4) Notwithstanding subsection (2) of this section, a local government*  
29 *may:]*

30 *“(a) Administer, consult on and enforce the requirements established by the*

1 *State Fire Marshal, within the jurisdiction of the local government. A local*  
2 *government that administers or enforces the requirements established by the*  
3 *State Fire Marshal shall periodically report to the State Fire Marshal re-*  
4 *garding compliance with the requirements, including the extent of compliance*  
5 *for each property within the jurisdiction of the local government, any change*  
6 *in the degree of compliance since the last report and any other information*  
7 *required by the State Fire Marshal by rule.]*

8 “*[(b) Adopt and enforce local requirements for defensible space that are*  
9 *greater than the requirements established by the State Fire Marshal. Any local*  
10 *requirements that a local government adopts for defensible space must be*  
11 *defensible space standards selected from the framework set forth in the Inter-*  
12 *national Wildland-Urban Interface Code or other best practices specific to*  
13 *Oregon.]*

14 “*[(c) Designate local fire districts, fire departments or fire agencies to en-*  
15 *force the requirements established by the State Fire Marshal or the local gov-*  
16 *ernment pursuant to paragraph (b) of this subsection. A local government that*  
17 *designates enforcement must comply with the reporting requirements in para-*  
18 *graph (a) of this subsection.]*

19 “**(1) As used in this section, ‘defensible space’ means a natural or**  
20 **human-made area in which material capable of supporting the spread**  
21 **of fire has been treated, cleared or modified to slow the rate and in-**  
22 **tensity of advancing wildfire and allow space for fire suppression op-**  
23 **erations to occur.**

24 “*[(5)] (2) The State Fire Marshal shall administer a community risk re-*  
25 *duction program that emphasizes education and methods of prevention with*  
26 *respect to:*

27 “**(a) Wildfire risk***[, enforcement of];*

28 “**(b) The creation of a model code for defensible space** *[requirements,];*

29 “**(c) Response planning; and**

30 “**(d) Community preparedness for wildfires.**

1       “(3) As part of the program, in consultation with the Oregon Fire  
2 Code Advisory Board, the State Fire Marshal shall create and make  
3 available to local governments a model code for defensible space that:

4       “(a) Includes standards that are consistent with, and do not exceed,  
5 the standards in the 2024 International Wildland-Urban Interface Code  
6 (October 2024), published by the International Code Council, that per-  
7 tain to defensible space, including the standards in sections 603 and  
8 604 of the code; and

9       “(b) To the extent consistent with the standards in the code de-  
10 scribed in paragraph (a) of this subsection, results from a consider-  
11 ation of best practices specific to this state.

12       “(4) The State Fire Marshal may not require a local government to  
13 adopt the model code described in subsection (3) of this section.

14       “[(6)] (5) As part of the program, the State Fire Marshal may provide  
15 financial, administrative, technical or other assistance to a local government  
16 to facilitate the [*administration and enforcement of requirements within the*  
17 *jurisdiction of the local government*] **creation of defensible space.**

18       “(6) A local government shall expend financial assistance provided by the  
19 State Fire Marshal under [*this*] subsection (5) of this section to give pri-  
20 ority to the creation of defensible space:

21       “(a) On lands on which members of socially and economically vulnerable  
22 communities, persons with limited proficiency in English and persons of  
23 lower income, as defined in ORS 456.055, reside.

24       “(b) For critical or emergency infrastructure.

25       “(c) For schools, hospitals and facilities that serve seniors.

26

27                                   **“WILDLAND-URBAN INTERFACE**

28

29       **“SECTION 3.** ORS 477.015 is amended to read:

30       “477.015. As used in this section and ORS 477.025 [*and 477.027,*]:

1       **“(1) ‘Wildland’ means:**

2       **“(a) Forestland, as defined in ORS 477.001; or**

3       **“(b) An unimproved area that contains enough unmanaged vege-**  
4 **tation, at any time of the year, to constitute a fire hazard, in the**  
5 **judgment of the forester, regardless of how the area is zoned or taxed.**

6       **“(2) ‘Wildland-urban interface’** *[has the meaning given that term in rule*  
7 *by the State Board of Forestry]* **means a geographic area in which there**  
8 **is a concentration of dwellings in an urban or suburban setting near**  
9 **wildland.**

10       **“SECTION 4.** ORS 477.503 is amended to read:

11       **“477.503. (1)[(a)] As used in this section, ‘wildland-urban interface’**  
12 **has the meaning given that term in ORS 477.015.**

13       **“(2)** The State Forestry Department shall design and implement a pro-  
14 gram to reduce wildfire risk through the restoration of landscape resiliency  
15 and the reduction of hazardous fuel on public or private forestlands and  
16 rangelands and in communities near homes and critical infrastructure.

17       “(b) The department shall ensure that the program is consistent with the  
18 objectives described in this section and biennially select, administer and  
19 evaluate projects consistent with the objectives described in this subsection.

20       “(c) When developing program and project selection criteria, the depart-  
21 ment shall, to the extent practicable, consult and cooperate with state and  
22 federal agencies, counties, cities and other units of local government, feder-  
23 ally recognized Indian tribes in this state, public and private forestland and  
24 rangeland owners, forest and rangeland collaboratives and other relevant  
25 community organizations and ensure consistency with the priorities de-  
26 scribed in subsection [(3)] (4) of this section.

27       “[(2)] (3) The department shall develop a 20-year strategic plan, as de-  
28 scribed in the Shared Stewardship Agreement signed on August 13, 2019, that  
29 prioritizes restoration actions and geographies for wildfire risk reduction.  
30 The plan must be able to be used to direct federal, state and private invest-

1 ments in a tangible way.

2 “[3] (4) In selecting and administering projects, the department shall:

3 “(a) In collaboration with the Oregon State University Extension Service  
4 and other entities, identify strategic landscapes that are ready for treatment,  
5 giving priority to projects within the landscapes that are:

6 “(A) On lands in the four highest eNVC risk classes identified in the  
7 United States Forest Service report titled ‘Pacific Northwest Quantitative  
8 Wildfire Risk Assessment: Methods and Results’ and dated April 9, 2018;

9 “(B) Inclusive of federal lands with treatment projects currently approved  
10 under the National Environmental Policy Act (42 U.S.C. 4321 et seq.);

11 “(C) Focusing on treatments protective of human life[,] **and** property  
12 **within the wildland-urban interface**, critical infrastructure, watershed  
13 health and forest or rangeland habitat restoration; and

14 “(D) Part of a collaborative partnership with agreements across diverse  
15 forestland or rangeland stakeholders that use an expansive, landscape-scale  
16 approach to address underlying causes of poor wildfire resilience and ele-  
17 vated risk of wildfire or that establish innovative approaches to addressing  
18 the underlying causes that could be implemented on a larger scale.

19 “(b) To the extent practicable, identify and support projects that are de-  
20 signed to:

21 “(A) Evaluate varying types of fuel treatment methods;

22 “(B) Leverage the collective power of public-private partnerships and  
23 federal and state funding, including leverage of the coordination of funding  
24 to support collaborative initiatives that address the underlying causes of el-  
25 evated forestland and rangeland wildfire risk across ownerships; and

26 “(C) Optimize the receipt of federal government investments that equal  
27 or exceed department investments.

28 “(c) Design the projects to involve existing forest-based and range-based  
29 contracting entities.

30 “(d) Design the projects to complement programs and projects of the

1 Oregon Watershed Enhancement Board or other state agencies as needed.

2 “(e) Design the projects to involve the Oregon Conservation Corps Pro-  
3 gram established by ORS 476.694, to the maximum extent possible, for com-  
4 munity protection projects located in the wildland-urban interface, subject  
5 to funding available in the Oregon Conservation Corps Fund established by  
6 ORS 476.698.

7 “(f) Affirmatively seek, and enhance opportunities for, collaboration from  
8 stakeholders holding a wide variety of perspectives regarding forest and  
9 rangeland management and opportunities for significant involvement by  
10 communities in proximity to project sites.

11 “(g) Engage in monitoring of the projects to produce useful information  
12 on which to base recommendations to the Legislative Assembly.

13 “[~~4~~] (5) A project under this section may not include commercial  
14 thinning on:

15 “(a) Inventoried roadless areas;

16 “(b) Riparian reserves identified in the Northwest Forest Plan or in fed-  
17 eral Bureau of Land Management resource management plans;

18 “(c) Late successional reserves, except to the extent consistent with the  
19 2011 United States Fish and Wildlife Service Revised Recovery Plan for the  
20 Northern Spotted Owl (*Strix occidentalis caurina*);

21 “(d) Areas protected under the federal Wild and Scenic Rivers Act (P.L.  
22 90-542), national recreation areas, national monuments or areas protected  
23 under ORS 390.805 to 390.925;

24 “(e) Designated critical habitat for species listed as threatened or endan-  
25 gered under the Endangered Species Act of 1973 (P.L. 93-205) or by the State  
26 Fish and Wildlife Commission under ORS 496.172, unless commercial  
27 thinning is already allowed under an existing environmental review or re-  
28 cognized habitat recovery plan; or

29 “(f) Federally designated areas of critical environmental concern or  
30 federally designated wilderness study areas.

1 “[5] (6) The department shall give public notice, and allow reasonable  
2 opportunity for public input, when identifying and selecting landscapes under  
3 this section.

4  
5 **“WILDFIRE PROGRAMS ADVISORY COUNCIL**

6  
7 **“SECTION 5.** ORS 476.690 is amended to read:

8 “476.690. (1) As used in this section[,]:

9 **“(a) ‘Defensible space’ has the meaning given that term in ORS [476.390]**  
10 **476.392.**

11 **“(b) ‘Wildland-urban interface’ has the meaning given that term in**  
12 **ORS 477.015.**

13 **“(2) There is established a Wildfire Programs Advisory Council to advise**  
14 **and assist the State Wildfire Programs Director by:**

15 **“(a) Closely monitoring implementation of activities related to wildfire**  
16 **prevention and response, including receiving and evaluating agency reports**  
17 **related to wildfire prevention and response.**

18 **“(b) Providing advice on potential changes to the activities in order to**  
19 **fulfill the goal of dramatically reducing wildfire risk in this state and en-**  
20 **sureing that regional defensible space, building codes and land use applica-**  
21 **tions are appropriate.**

22 **“(c) Strengthening intergovernmental and multiparty collaboration and**  
23 **enhancing collaboration between governments and stakeholders on an ongo-**  
24 **ing basis.**

25 **“(d) Developing strategies to enhance collaboration among governmental**  
26 **bodies and the general public.**

27 **“[(e) Assessing ways the statewide wildfire hazard map described in ORS**  
28 **477.490 may inform development of building codes and land use laws, rules**  
29 **and decisions, in a regionally appropriate manner.]**

30 **“[(f) Assessing the application of defensible space requirements to**



1 *vineyards, crops and other cultivated vegetation.*]

2 “[g)] (e) Reviewing Department of Land Conservation and Development  
3 findings and recommendations in the report required by section 11, chapter  
4 592, Oregon Laws 2021, and making additional recommendations related to  
5 potential updates to the statewide land use planning program, local compre-  
6 hensive plans and zoning codes to [*incorporate wildfire hazard maps and*]  
7 minimize wildfire hazards to people, public and private property, businesses,  
8 infrastructure and natural resources.

9 “(3) The council is not a decision-making body but instead is established  
10 to provide advice, assistance, perspective, ideas and recommendations to the  
11 State Wildfire Programs Director.

12 “(4) The President of the Senate and Speaker of the House of Represen-  
13 tatives shall jointly appoint 19 members to the council as follows:

14 “(a) One member who represents county government.

15 “(b) One member who is a land use planning director of a county that is  
16 wholly or partially within the wildland-urban interface.

17 “(c) One member who represents city government.

18 “(d) One member who is a land use planning director of a city that is  
19 wholly or partially within the wildland-urban interface.

20 “(e) One member who represents fire chiefs and has experience with  
21 managing, fighting or preventing fire within the wildland-urban interface.

22 “(f) One member who represents fire marshals and has experience with  
23 managing, fighting or preventing fire within the wildland-urban interface.

24 “(g) One member who represents firefighters and has experience with  
25 managing, fighting or preventing fire within the wildland-urban interface.

26 “(h) One member who represents rural residential property owners whose  
27 property is wholly or partially within the wildland-urban interface.

28 “(i) One member who represents farming property owners whose property  
29 is wholly or partially within the wildland-urban interface.

30 “(j) One member who represents ranching property owners whose property

1 is wholly or partially within the wildland-urban interface.

2 “(k) One member who represents forestland owners whose property is  
3 wholly or partially within the wildland-urban interface.

4 “(L) One member who represents federally recognized Indian tribes with  
5 land wholly or partially within the wildland-urban interface.

6 “(m) One member who represents a utility company.

7 “(n) One member who represents environmental interests.

8 “(o) One member who represents forest resiliency interests.

9 “(p) One member who represents state or regional land use planning or-  
10 ganizations.

11 “(q) One member who represents land and housing development interests  
12 or real estate industry interests.

13 “(r) One member who represents public health professionals.

14 “(s) One member who represents the environmental justice community.

15 **“(t) One member who represents fire marshals and has experience**  
16 **with managing, fighting or preventing wildfire within the wildland-**  
17 **urban interface.**

18 “(5) The presiding officers shall provide public notice of an opportunity  
19 for interested parties to submit names of interest for appointment to the  
20 council.

21 “(6) At least seven days before appointing a member, the presiding officers  
22 shall consult in good faith with the minority leaders of the Senate and House  
23 of Representatives on the appointment.

24 “(7) The term of service for each member is four years.

25 “(8) The members are eligible for reappointment.

26 “(9) The council shall elect a chairperson and vice chairperson to serve  
27 for one-year terms.

28 “(10) The members shall serve on the council as volunteers and are not  
29 entitled to reimbursement for expenses.

30 “(11) The Department of Consumer and Business Services, Department of

1 Land Conservation and Development, Department of the State Fire Marshal  
2 and State Forestry Department shall each provide 15 percent of the time of  
3 a full-time equivalent employee to:

4 “(a) Cooperatively staff the council.

5 “(b) Attend council meetings as informational resources.

6 “(c) Assist with drafting reports at the request of the council.

7 “(d) Support the work of the State Wildfire Programs Director.

8 “(12) The Oregon State University Extension Service shall designate a  
9 person to serve as staff for the council.

10 “(13) Each October the council shall submit a report to the Governor and  
11 appropriate committees or interim committees of the Legislative Assembly  
12 that describes progress on implementing program activities related to  
13 defensible space, building codes, land use and community emergency  
14 preparedness and that recommends improvements.

15

16

## “CONFORMING AMENDMENTS

17

18 “**SECTION 6.** ORS 105.464 is amended to read:

19 “105.464. A seller’s property disclosure statement must be in substantially  
20 the following form:

21 “

22

23 If required under ORS 105.465, a seller shall deliver in substantially the fol-  
24 lowing form the seller’s property disclosure statement to each buyer who  
25 makes a written offer to purchase real property in this state:

26

---

## INSTRUCTIONS TO THE SELLER

28

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

1 explanation(s). If you are not claiming an exclusion or refusing to provide  
2 the form under ORS 105.475 (4), you should date and sign each page of this  
3 disclosure statement and each attachment.

4

5 Each seller of residential property described in ORS 105.465 must deliver this  
6 form to each buyer who makes a written offer to purchase. Under ORS  
7 105.475 (4), refusal to provide this form gives the buyer the right to revoke  
8 their offer at any time prior to closing the transaction. Use only the  
9 section(s) of the form that apply to the transaction for which the form is  
10 used. If you are claiming an exclusion under ORS 105.470, fill out only Sec-  
11 tion 1.

12

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

18

---

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

21

22 Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:

23

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

27

28 Initial only the exclusion you wish to claim.

29

30 \_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is

1 constructed or installed under building or installation permit(s) #\_\_\_\_\_, is-  
2 sued by \_\_\_\_\_.

3

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

6

7 \_\_\_\_\_ The seller is a court appointed receiver, personal representative,  
8 trustee, conservator or guardian.

9

10 \_\_\_\_\_ This sale or transfer is by a governmental agency.

11

12 \_\_\_\_\_

13 Signature(s) of Seller claiming exclusion

14 Date \_\_\_\_\_

15

16 \_\_\_\_\_

17 Buyer(s) to acknowledge Seller's claim

18 Date \_\_\_\_\_

19 \_\_\_\_\_

20

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

23

24 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

25

26 (NOT A WARRANTY)

27 (ORS 105.464)

28

29 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE  
30 MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE

1 PROPERTY LOCATED AT \_\_\_\_\_ (“THE PROPERTY”).

2

3 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE  
4 SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE  
5 PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS  
6 FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE  
7 STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S  
8 SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE  
9 SELLER DISAPPROVING THE SELLER’S DISCLOSURE STATEMENT,  
10 UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING  
11 INTO A SALE AGREEMENT.

12

13 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC  
14 CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND  
15 PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT  
16 THE PROPERTY ON BUYER’S BEHALF INCLUDING, FOR EXAMPLE,  
17 ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS,  
18 PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPEC-  
19 TORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR  
20 PEST AND DRY ROT INSPECTORS.

21

22 Seller \_\_\_\_\_ is/ \_\_\_\_\_ is not occupying the property.

23

24 I. SELLER’S REPRESENTATIONS:

25

26 The following are representations made by the seller and are not the re-  
27 presentations of any financial institution that may have made or may make  
28 a loan pertaining to the property, or that may have or take a security in-  
29 terest in the property, or any real estate licensee engaged by the seller or  
30 the buyer.

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

3

4 1. TITLE

5 A. Do you have legal authority to sell the property? [ ]Yes [ ]No [ ]Unknown

6 \*B. Is title to the property subject to any of the

7 following: [ ]Yes [ ]No [ ]Unknown

8 (1) First right of refusal

9 (2) Option

10 (3) Lease or rental agreement

11 (4) Other listing

12 (5) Life estate?

13 \*C. Is the property being transferred an

14 unlawfully established unit of land? [ ]Yes [ ]No [ ]Unknown

15 \*D. Are there any encroachments, boundary

16 agreements, boundary disputes or recent

17 boundary changes? [ ]Yes [ ]No [ ]Unknown

18 \*E. Are there any rights of way, easements,

19 licenses, access limitations or claims that

20 may affect your interest in the property? [ ]Yes [ ]No [ ]Unknown

21 \*F. Are there any agreements for joint

22 maintenance of an easement or right of way? [ ]Yes [ ]No [ ]Unknown

23 \*G. Are there any governmental studies, designations,

24 zoning overlays, surveys or notices that would

25 affect the property? [ ]Yes [ ]No [ ]Unknown

26 \*H. Are there any pending or existing governmental

27 assessments against the property? [ ]Yes [ ]No [ ]Unknown

28 \*I. Are there any zoning violations or

29 nonconforming uses? [ ]Yes [ ]No [ ]Unknown

30 \*J. Is there a boundary survey for the

1 property?  ]Yes  ]No  ]Unknown

2 \*K. Are there any covenants, conditions,  
3 restrictions or private assessments that  
4 affect the property?  ]Yes  ]No  ]Unknown

5 \*L. Is the property subject to any special tax  
6 assessment or tax treatment that may result  
7 in levy of additional taxes if the property  
8 is sold?  ]Yes  ]No  ]Unknown

9

10 2. WATER

11 A. Household water

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

13  ]Public  ]Community  ]Private

14  ]Other \_\_\_\_\_

15 (2) Water source information:

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

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

19 \*If not, are there any written agreements for  
20 a shared water source?  ]Yes  ]No  ]Unknown  ]NA

21 \*c. Is there an easement (recorded or unrecorded)  
22 for your access to or maintenance of the water  
23 source?  ]Yes  ]No  ]Unknown

24 d. If the source of water is from a well or spring,  
25 have you had any of the following in the past  
26 12 months?  ]Flow test  ]Bacteria test  
27  ]Chemical contents test  ]Yes  ]No  ]Unknown  ]NA

28 \*e. Are there any water source plumbing problems  
29 or needed repairs?  ]Yes  ]No  ]Unknown

30 (3) Are there any water treatment systems for



1 the property? [ ]Yes [ ]No [ ]Unknown  
2 [ ]Leased [ ]Owned

3 B. Irrigation

4 (1) Are there any [ ] water rights or [ ] other  
5 irrigation rights for the property? [ ]Yes [ ]No [ ]Unknown

6 \*(2) If any exist, has the irrigation water been  
7 used during the last five-year period? [ ]Yes [ ]No [ ]Unknown [ ]NA

8 \*(3) Is there a water rights certificate or other  
9 written evidence available? [ ]Yes [ ]No [ ]Unknown [ ]NA

10 C. Outdoor sprinkler system

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

13 (2) Has a back flow valve been installed? [ ]Yes [ ]No [ ]Unknown [ ]NA

14 (3) Is the outdoor sprinkler system operable? [ ]Yes [ ]No [ ]Unknown [ ]NA

15

16 3. SEWAGE SYSTEM

17 A. Is the property connected to a public or  
18 community sewage system? [ ]Yes [ ]No [ ]Unknown

19 B. Are there any new public or community sewage  
20 systems proposed for the property? [ ]Yes [ ]No [ ]Unknown

21 C. Is the property connected to an on-site septic  
22 system? [ ]Yes [ ]No [ ]Unknown

23 (1) If yes, when was the system installed? \_\_\_\_\_ [ ]Unknown [ ]NA

24 (2) \*If yes, was the system installed by permit? [ ]Yes [ ]No [ ]Unknown [ ]NA

25 (3) \*Has the system been repaired or altered? [ ]Yes [ ]No [ ]Unknown

26 (4) \*Has the condition of the system been  
27 evaluated and a report issued? [ ]Yes [ ]No [ ]Unknown

28 (5) Has the septic tank ever been pumped? [ ]Yes [ ]No [ ]Unknown

29 If yes, when? \_\_\_\_\_ [ ]NA

30 (6) Does the system have a pump? [ ]Yes [ ]No [ ]Unknown

- 1 (7) Does the system have a treatment unit such  
 2 as a sand filter or an aerobic unit? [ ]Yes [ ]No [ ]Unknown
- 3 (8) \*Is a service contract for routine  
 4 maintenance required for the system? [ ]Yes [ ]No [ ]Unknown
- 5 (9) Are all components of the system located on  
 6 the property? [ ]Yes [ ]No [ ]Unknown
- 7 D. \*Are there any sewage system problems or  
 8 needed repairs? [ ]Yes [ ]No [ ]Unknown
- 9 E. Does your sewage system require on-site  
 10 pumping to another level? [ ]Yes [ ]No [ ]Unknown

11

12 4. DWELLING INSULATION

13 A. Is there insulation in the:

- 14 (1) Ceiling? [ ]Yes [ ]No [ ]Unknown
- 15 (2) Exterior walls? [ ]Yes [ ]No [ ]Unknown
- 16 (3) Floors? [ ]Yes [ ]No [ ]Unknown

17 B. Are there any defective insulated doors or  
 18 windows? [ ]Yes [ ]No [ ]Unknown

19

20 5. DWELLING STRUCTURE

- 21 \*A. Has the roof leaked? [ ]Yes [ ]No [ ]Unknown
- 22 If yes, has it been repaired? [ ]Yes [ ]No [ ]Unknown [ ]NA
- 23 B. Are there any additions, conversions or  
 24 remodeling? [ ]Yes [ ]No [ ]Unknown
- 25 If yes, was a building permit required? [ ]Yes [ ]No [ ]Unknown [ ]NA
- 26 If yes, was a building permit obtained? [ ]Yes [ ]No [ ]Unknown [ ]NA
- 27 If yes, was final inspection obtained? [ ]Yes [ ]No [ ]Unknown [ ]NA
- 28 C. Are there smoke alarms or detectors? [ ]Yes [ ]No [ ]Unknown
- 29 D. Are there carbon monoxide alarms? [ ]Yes [ ]No [ ]Unknown
- 30 E. Is there a woodstove or fireplace

1 insert included in the sale? [ ]Yes [ ]No [ ]Unknown

2 \*If yes, what is the make? \_\_\_\_\_

3 \*If yes, was it installed with a permit? [ ]Yes [ ]No [ ]Unknown

4 \*If yes, is a certification label issued by the

5 United States Environmental Protection

6 Agency (EPA) or the Department of

7 Environmental Quality (DEQ) affixed to it? [ ]Yes [ ]No [ ]Unknown

8 \*F. Has pest and dry rot, structural or

9 “whole house” inspection been done

10 within the last three years? [ ]Yes [ ]No [ ]Unknown

11 \*G. Are there any moisture problems, areas of water

12 penetration, mildew odors or other moisture

13 conditions (especially in the basement)? [ ]Yes [ ]No [ ]Unknown

14 \*If yes, explain on attached sheet the frequency

15 and extent of problem and any insurance claims,

16 repairs or remediation done.

17 H. Is there a sump pump on the property? [ ]Yes [ ]No [ ]Unknown

18 I. Are there any materials used in the

19 construction of the structure that are or

20 have been the subject of a recall, class

21 action suit, settlement or litigation? [ ]Yes [ ]No [ ]Unknown

22 If yes, what are the materials? \_\_\_\_\_

23 (1) Are there problems with the materials? [ ]Yes [ ]No [ ]Unknown [ ]NA

24 (2) Are the materials covered by a warranty? [ ]Yes [ ]No [ ]Unknown [ ]NA

25 (3) Have the materials been inspected? [ ]Yes [ ]No [ ]Unknown [ ]NA

26 (4) Have there ever been claims filed for these

27 materials by you or by previous owners? [ ]Yes [ ]No [ ]Unknown [ ]NA

28 If yes, when? \_\_\_\_\_

29 (5) Was money received? [ ]Yes [ ]No [ ]Unknown [ ]NA

30 (6) Were any of the materials repaired or

1 replaced?  ]Yes  ]No  ]Unknown  ]NA

2

3 6. DWELLING SYSTEMS AND FIXTURES

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

7 A. Electrical system, including wiring, switches,  
8 outlets and service  ]Yes  ]No  ]Unknown

9 B. Plumbing system, including pipes, faucets,  
10 fixtures and toilets  ]Yes  ]No  ]Unknown

11 C. Water heater tank  ]Yes  ]No  ]Unknown

12 D. Garbage disposal  ]Yes  ]No  ]Unknown  ]NA

13 E. Built-in range and oven  ]Yes  ]No  ]Unknown  ]NA

14 F. Built-in dishwasher  ]Yes  ]No  ]Unknown  ]NA

15 G. Sump pump  ]Yes  ]No  ]Unknown  ]NA

16 H. Heating and cooling systems  ]Yes  ]No  ]Unknown  ]NA

17 I. Security system  ]Owned  ]Leased  ]Yes  ]No  ]Unknown  ]NA

18 J. Are there any materials or products used in  
19 the systems and fixtures that are or have  
20 been the subject of a recall, class action  
21 suit settlement or litigation?  ]Yes  ]No  ]Unknown

22 If yes, what product? \_\_\_\_\_

23 (1) Are there problems with the product?  ]Yes  ]No  ]Unknown

24 (2) Is the product covered by a warranty?  ]Yes  ]No  ]Unknown

25 (3) Has the product been inspected?  ]Yes  ]No  ]Unknown

26 (4) Have claims been filed for this product  
27 by you or by previous owners?  ]Yes  ]No  ]Unknown

28 If yes, when? \_\_\_\_\_

29 (5) Was money received?  ]Yes  ]No  ]Unknown

30 (6) Were any of the materials or products repaired

1 or replaced?  Yes  No  Unknown

2

3 7. COMMON INTEREST

4 A. Is there a Home Owners' Association

5 or other governing entity?  Yes  No  Unknown

6 Name of Association or Other Governing

7 Entity \_\_\_\_\_

8 Contact Person \_\_\_\_\_

9 Address \_\_\_\_\_

10 Phone Number \_\_\_\_\_

11 B. Regular periodic assessments: \$\_\_\_\_\_

12 per  Month  Year  Other \_\_\_\_\_

13 \*C. Are there any pending or proposed special

14 assessments?  Yes  No  Unknown

15 D. Are there shared "common areas" or joint

16 maintenance agreements for facilities like

17 walls, fences, pools, tennis courts, walkways

18 or other areas co-owned in undivided interest

19 with others?  Yes  No  Unknown

20 E. Is the Home Owners' Association or other

21 governing entity a party to pending litigation

22 or subject to an unsatisfied judgment?  Yes  No  Unknown  N/A

23 F. Is the property in violation of recorded

24 covenants, conditions and restrictions or in

25 violation of other bylaws or governing rules,

26 whether recorded or not?  Yes  No  Unknown  N/A

27

28 8. SEISMIC

29 Was the house constructed before 1974?  Yes  No  Unknown

30 If yes, has the house been bolted to its

1 foundation? [ ]Yes [ ]No [ ]Unknown

2

3 9. GENERAL

4 A. Are there problems with settling, soil,  
5 standing water or drainage on the property  
6 or in the immediate area?

[ ]Yes [ ]No [ ]Unknown

7 B. Does the property contain fill?

[ ]Yes [ ]No [ ]Unknown

8 C. Is there any material damage to the property or  
9 any of the structure(s) from fire, wind, floods,  
10 beach movements, earthquake, expansive soils  
11 or landslides?

[ ]Yes [ ]No [ ]Unknown

12 D. Is the property in a designated floodplain?

[ ]Yes [ ]No [ ]Unknown

13 Note: Flood insurance may be required for  
14 homes in a floodplain.

15 E. Is the property in a designated slide or  
16 other geologic hazard zone?

[ ]Yes [ ]No [ ]Unknown

17 \*F. Has any portion of the property been tested  
18 or treated for asbestos, formaldehyde, radon  
19 gas, lead-based paint, mold, fuel or chemical  
20 storage tanks or contaminated soil or water?

[ ]Yes [ ]No [ ]Unknown

21 G. Are there any tanks or underground storage  
22 tanks (e.g., septic, chemical, fuel, etc.)  
23 on the property?

[ ]Yes [ ]No [ ]Unknown

24 H. Has the property ever been used as an illegal  
25 drug manufacturing or distribution site?

[ ]Yes [ ]No [ ]Unknown

26 \*If yes, was a Certificate of Fitness issued?

[ ]Yes [ ]No [ ]Unknown

27 [\*I. *Has the property been classified as*  
28 *[wildland-urban interface?*

[ ]Yes [ ]No [ ]Unknown

29

30 10. FULL DISCLOSURE BY SELLERS

1 \*A. Are there any other material defects affecting  
2 this property or its value that a prospective  
3 buyer should know about? [ ]Yes [ ]No

4 \*If yes, describe the defect on attached sheet and  
5 explain the frequency and extent of the problem  
6 and any insurance claims, repairs or remediation.

7 B. Verification:

8 The foregoing answers and attached explanations (if any) are complete and correct to  
9 the best of my/our knowledge and I/we have received a copy of this disclosure statement.

10 I/we authorize my/our agents to deliver a copy of this disclosure statement to all  
11 prospective buyers of the property or their agents.

12

13 Seller(s) signature:

14

15 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

16

17 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

18 \_\_\_\_\_

19

20 II. BUYER'S ACKNOWLEDGMENT

21

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

25

26 B. Each buyer acknowledges and understands that the disclosures set forth  
27 in this statement and in any amendments to this statement are made only  
28 by the seller and are not the representations of any financial institution that  
29 may have made or may make a loan pertaining to the property, or that may  
30 have or take a security interest in the property, or of any real estate licensee

1 engaged by the seller or buyer. A financial institution or real estate licensee  
2 is not bound by and has no liability with respect to any representation,  
3 misrepresentation, omission, error or inaccuracy contained in another party's  
4 disclosure statement required by this section or any amendment to the dis-  
5 closure statement.

6

7 C. Buyer (which term includes all persons signing the "buyer's acknowledg-  
8 ment" portion of this disclosure statement below) hereby acknowledges re-  
9 ceipt of a copy of this disclosure statement (including attachments, if any)  
10 bearing seller's signature(s).

11

12 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED  
13 BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE  
14 OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER  
15 HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE  
16 FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE  
17 STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEP-  
18 ARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE  
19 SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS YOU  
20 WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE  
21 AGREEMENT.

22

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

25

26 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

27

28 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

29

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



1 \_\_\_\_\_ Real Estate Licensee

2

3 \_\_\_\_\_ Real Estate Firm

4

5 Date received by agent \_\_\_\_\_

6 “ \_\_\_\_\_

7 **“SECTION 7.** ORS 197.716 is amended to read:

8 “197.716. (1) As used in this section:

9 “(a) ‘Economic opportunity analysis’ means an analysis performed by a  
10 county that:

11 “(A) Identifies the major categories of industrial uses or other employ-  
12 ment uses that could reasonably be expected to expand or locate in the  
13 county based on a review of trends on a national, state, regional or county  
14 level;

15 “(B) Identifies the number of sites by type reasonably expected to be  
16 needed to accommodate the expected employment growth based on the site  
17 characteristics typical of expected uses;

18 “(C) Estimates the types and amounts of industrial uses and other em-  
19 ployment uses likely to occur in the county based on subparagraphs (A) and  
20 (B) of this paragraph and considering the county’s economic advantages and  
21 disadvantages, including:

22 “(i) Location, size and buying power of markets;

23 “(ii) Availability of transportation facilities for access and freight mobil-  
24 ity;

25 “(iii) Public facilities and public services;

26 “(iv) Labor market factors;

27 “(v) Access to suppliers and utilities;

28 “(vi) Necessary support services;

29 “(vii) Limits on development due to federal and state environmental pro-  
30 tection laws; and

1       “(viii) Educational and technical training programs;

2       “(D) Assesses community economic development potential through a pub-  
3 lic process in conjunction with state agencies and consistent with any cate-  
4 gories or particular types of industrial uses and other employment uses  
5 desired by the community as identified in an existing comprehensive plan;

6       “(E) Examines existing firms in the county to identify the types of sites  
7 that may require expansion;

8       “(F) Includes an inventory of vacant and developed lands within the  
9 county designated for industrial use or other employment use, including:

10       “(i) The description, including site characteristics, of vacant or developed  
11 sites within each plan or zoning district; and

12       “(ii) A description of any development constraints or infrastructure needs  
13 that affect the buildable area of sites in the inventory; and

14       “(G) Identifies additional potential sites for designation and rezoning that  
15 could reasonably accommodate expected industrial uses and other employ-  
16 ment uses that cannot be met by existing inventories.

17       “(b) ‘Industrial use’ means industrial employment activities, including  
18 manufacturing, assembly, fabrication, processing, storage, logistics, ware-  
19 housing, importation, distribution and transshipment and research and de-  
20 velopment.

21       “(c) ‘Listed county’ means Baker, Gilliam, Grant, Harney, Lake, Malheur,  
22 Sherman, Union, Wallowa or Wheeler County.

23       “(d) ‘Other employment use’ means all nonindustrial employment activ-  
24 ities, including small scale commercial use, wholesale, service, nonprofit,  
25 business headquarters, administrative, governmental or employment activ-  
26 ities that serve the medical, educational, social service, recreational or se-  
27 curity industries and that occupy retail, office or flexible building types of  
28 any size or multibuilding campuses.

29       “(e) ‘Reasonably be expected to expand or locate in the county’ means  
30 that the county possesses the appropriate locational factors for the use or

1 category of use.

2 “(f)(A) ‘Small scale commercial use’ means the low-impact use of land  
3 primarily for the retail sale of products or services, including offices.

4 “(B) ‘Small scale commercial use’ does not include use of land for facto-  
5 ries, warehouses, freight terminals or wholesale distribution centers.

6 “(2) A listed county that has adopted an economic opportunity analysis  
7 as part of its comprehensive plan may amend its comprehensive plan, land  
8 use regulations and zoning map to designate not more than 10 sites outside  
9 an urban growth boundary that cumulatively total not more than 50 acres  
10 of land if the sites were identified in any economic opportunity analysis as  
11 additional potential sites for industrial uses or other employment uses in  
12 order to allow for industrial uses and other employment uses without re-  
13 quiring an exception under ORS 197.732 to any statewide land use planning  
14 goals related to:

15 “(a) Agriculture;

16 “(b) Forest use; or

17 “(c) Urbanization.

18 “(3) A county may not designate a site under subsection (2) of this sec-  
19 tion:

20 “(a) On any lands designated as high-value farmland as defined in ORS  
21 195.300;

22 “(b) Unless the county complies with ORS 197.714; and

23 “(c) If any portion of the proposed site is for lands designated for forest  
24 use, unless the county:

25 “(A) Notifies the State Forester in writing not less than 21 days before  
26 designating the site; and

27 “(B) Cooperates with the State Forester in:

28 “(i) Updating and classifying wildland-urban interface lands in and  
29 around the site;

30 “(ii) Taking necessary steps to implement or update the wildland-urban

1 interface fire protection system in and around the site [*as described in ORS*  
2 *477.027*]; and

3 “(iii) Implementing other fire protection measures authorized by the State  
4 Forester.

5 “(4) A county may not amend its comprehensive plan, land use regulations  
6 or zoning map under this section to allow a use that would conflict with an  
7 administrative rule adopted for the purpose of implementing the Oregon  
8 Sage-Grouse Action Plan and Executive Order 15-18.

9 **“SECTION 8.** ORS 215.291 is amended to read:

10 “215.291. (1) A lawfully established dwelling may be altered, restored or  
11 replaced under ORS 215.213 (1)(q), 215.283 (1)(p) or 215.755 (1) if the county  
12 determines that the dwelling to be altered, restored or replaced:

13 “(a) Has, or formerly had:

14 “(A) Intact exterior walls and roof structure;

15 “(B) Indoor plumbing consisting of a kitchen sink, toilet and bathing fa-  
16 cilities connected to a sanitary waste disposal system;

17 “(C) Interior wiring for interior lights; and

18 “(D) A heating system; and

19 “(b)(A) Unless the value of the dwelling was eliminated as a result of  
20 destruction or demolition, was assessed as a dwelling for purposes of ad  
21 valorem taxation since the later of:

22 “(i) Five years before the date of the application; or

23 “(ii) The date that the dwelling was erected upon or fixed to the land and  
24 became subject to property tax assessment; or

25 “(B) If the value of the dwelling was eliminated as a result of destruction  
26 or demolition, was assessed as a dwelling for purposes of ad valorem taxation  
27 prior to the destruction or demolition and since the later of:

28 “(i) Five years before the date of the destruction or demolition; or

29 “(ii) The date that the dwelling was erected upon or fixed to the land and  
30 became subject to property tax assessment.

1       “(2) For replacement of a lawfully established dwelling under this section:

2       “(a) The dwelling to be replaced must be removed, demolished or con-  
3       verted to an allowable nonresidential use within three months after the date  
4       the replacement dwelling is certified for occupancy pursuant to ORS 455.055.

5       “(b) The replacement dwelling:

6       “(A) May be sited on any part of the same lot or parcel.

7       “(B) Must comply with applicable siting standards. However, the stan-  
8       dards may not be applied in a manner that prohibits the siting of the re-  
9       placement dwelling.

10       “[(C) *Must comply with the construction provisions of section R327 of the*  
11       *Oregon Residential Specialty Code, if:]*

12       “[(i) *The dwelling is in an area identified as extreme or high wildfire risk*  
13       *on the statewide map of wildfire risk described in ORS 477.490; or]*

14       “[(ii) *No statewide map of wildfire risk has been adopted.*]

15       “(c) As a condition of approval, if the dwelling to be replaced is located  
16       on a portion of the lot or parcel that is not zoned for exclusive farm use, the  
17       applicant shall execute and cause to be recorded in the deed records of the  
18       county in which the property is located a deed restriction prohibiting the  
19       siting of another dwelling on that portion of the lot or parcel. The re-  
20       striction imposed is irrevocable unless the county planning director, or the  
21       director’s designee, places a statement of release in the deed records of the  
22       county to the effect that the provisions of this section and either ORS  
23       215.213 or 215.283 regarding replacement dwellings have changed to allow the  
24       lawful siting of another dwelling.

25       “(3) The county planning director, or the director’s designee, shall main-  
26       tain a record of the lots and parcels that do not qualify for the siting of a  
27       new dwelling under subsection (2) of this section, including a copy of the  
28       deed restrictions filed under subsection (2)(c) of this section.

29       “(4) If an applicant is granted a deferred replacement permit under this  
30       section:

1       “(a) The deferred replacement permit:

2       “(A) Does not expire but the permit becomes void unless the dwelling to  
3 be replaced is removed or demolished within three months after the deferred  
4 replacement permit is issued; and

5       “(B) May not be transferred, by sale or otherwise, except by the applicant  
6 to the spouse or a child of the applicant.

7       “(b) The replacement dwelling must comply with applicable building  
8 codes, plumbing codes, sanitation codes and other requirements relating to  
9 health and safety or to siting at the time of construction.

10       “(5) An application under this section must be filed within three years  
11 following the date that the dwelling last possessed all the features listed  
12 under subsection (1)(a) of this section.

13       “(6) Construction of a replacement dwelling approved under this section  
14 must commence no later than four years after the approval of the application  
15 under this section becomes final.

16       “**SECTION 9.** ORS 215.495 is amended to read:

17       “215.495. (1) As used in this section:

18       “(a) ‘Accessory dwelling unit’ has the meaning given that term in ORS  
19 215.501.

20       “(b) ‘Area zoned for rural residential use’ has the meaning given that  
21 term in ORS 215.501.

22       “(c) ‘Single-family dwelling’ has the meaning given that term in ORS  
23 215.501.

24       “(2) Consistent with a county’s comprehensive plan, a county may allow  
25 an owner of a lot or parcel within an area zoned for rural residential use to  
26 construct one accessory dwelling unit on the lot or parcel, provided:

27       “(a) The lot or parcel is not located within an area designated as an ur-  
28 ban reserve as defined in ORS 197A.230;

29       “(b) The lot or parcel is at least two acres in size;

30       “(c) One single-family dwelling is sited on the lot or parcel;

1 “(d) The existing single-family dwelling property on the lot or parcel is  
2 not subject to an order declaring it a nuisance or subject to any pending  
3 action under ORS 105.550 to 105.600;

4 “(e) The accessory dwelling unit will comply with all applicable laws and  
5 regulations relating to sanitation and wastewater disposal and treatment;

6 “(f) The accessory dwelling unit will not include more than 900 square  
7 feet of usable floor area;

8 “(g) The accessory dwelling unit will be located no farther than 100 feet  
9 from the existing single-family dwelling;

10 “(h) If the water supply source for the accessory dwelling unit or associ-  
11 ated lands or gardens will be a well using water under ORS 537.545 (1)(b)  
12 or (d), no portion of the lot or parcel is within an area in which new or ex-  
13 isting ground water uses under ORS 537.545 (1)(b) or (d) have been restricted  
14 by the Water Resources Commission;

15 “(i) No portion of the lot or parcel is within a designated area of critical  
16 state concern;

17 “(j) The lot or parcel is served by a fire protection service provider with  
18 professionals who have received training or certification described in ORS  
19 181A.410; **and**

20 “[*k*] *If the lot or parcel is in an area identified on the statewide wildfire*  
21 *hazard map described in ORS 477.490 as within the wildland-urban interface,*  
22 *the lot or parcel and accessory dwelling unit comply with any applicable*  
23 *minimum defensible space requirements for wildfire risk reduction established*  
24 *by the State Fire Marshal under ORS 476.392 and any applicable local re-*  
25 *quirements for defensible space established by a local government pursuant to*  
26 *ORS 476.392;]*

27 “[*L*] *The accessory dwelling unit complies with the construction provisions*  
28 *of section R327 of the Oregon Residential Specialty Code, if:]*

29 “[*A*] *The lot or parcel is in an area identified as a high wildfire hazard*  
30 *zone on the statewide wildfire hazard map described in ORS 477.490; or]*

1        *“(B) No statewide wildfire hazard map has been adopted; and]*  
2        *“[(m)] (k) The county has adopted land use regulations that ensure that:*  
3        *“(A) The accessory dwelling unit has adequate setbacks from adjacent*  
4        *lands zoned for resource use; and*  
5        *“(B) The accessory dwelling unit has adequate access for firefighting*  
6        *equipment, safe evacuation and staged evacuation areas[; and].*  
7        *“(C) If the accessory dwelling unit is not in an area identified on the*  
8        *statewide wildfire hazard map described in ORS 477.490 as within the*  
9        *wildland-urban interface, the accessory dwelling unit complies with the pro-*  
10       *visions of this section and any applicable local requirements for defensible*  
11       *space established by a local government pursuant to ORS 476.392.]*  
12       *“(3) A county may not allow an accessory dwelling unit allowed under*  
13       *this section to be used for vacation occupancy, as defined in ORS 90.100.*  
14       *“(4) A county that allows construction of an accessory dwelling unit un-*  
15       *der this section may not approve:*  
16       *“(a) A subdivision, partition or other division of the lot or parcel so that*  
17       *the existing single-family dwelling is situated on a different lot or parcel*  
18       *than the accessory dwelling unit.*  
19       *“(b) Construction of an additional accessory dwelling unit on the same*  
20       *lot or parcel.*  
21       *“(5) A county may require that an accessory dwelling unit constructed*  
22       *under this section be served by the same water supply source or water supply*  
23       *system as the existing single-family dwelling, provided such use is allowed*  
24       *for the accessory dwelling unit by an existing water right or a use under*  
25       *ORS 537.545. If the accessory dwelling unit is served by a well, the con-*  
26       *struction of the accessory dwelling unit shall maintain all setbacks from the*  
27       *well required by the Water Resources Commission or Water Resources De-*  
28       *partment.*  
29       *“(6) An existing single-family dwelling and an accessory dwelling unit*  
30       *allowed under this section are considered a single unit for the purposes of*



1 calculating exemptions under ORS 537.545 (1).

2 “(7) Nothing in this section requires a county to allow any accessory  
3 dwelling units in areas zoned for rural residential use or prohibits a county  
4 from imposing any additional restrictions on accessory dwelling units in  
5 areas zoned for rural residential use, including restrictions on the con-  
6 struction of garages and outbuildings that support an accessory dwelling  
7 unit.

8 **“SECTION 10.** ORS 477.748 is amended to read:

9 “477.748. (1) As used in this section, ‘small forestland owner’ means an  
10 individual, group, federally recognized Indian tribe in Oregon or association  
11 that owns:

12 “(a) Up to 160 acres of nonindustrial private forestland west of the crest  
13 of the Cascade Mountains; or

14 “(b) Up to 640 acres of nonindustrial private forestland east of the crest  
15 of the Cascade Mountains.

16 “(2) The State Forestry Department shall establish a small forestland  
17 grant program for the purpose of providing grants, on a competitive basis,  
18 to support small forestland owners in reducing wildfire risk through the  
19 restoration of landscape resiliency and the reduction of hazardous fuels on  
20 the owners’ property.

21 “(3) In consultation with partners and stakeholders, the department shall  
22 set criteria for assessing grant applications and awarding grants. The crite-  
23 ria may include, but need not be limited to:

24 “[*(a) Prioritization of projects on forestland in the high wildfire hazard*  
25 *zone described in ORS 477.490.*]

26 “[*(b)*] **(a)** Owner commitment to maintaining fuel reduction treatments.

27 “[*(c)*] **(b)** Owner possession of a forest management plan.

28 “[*(d)*] **(c)** Project proximity to current or past fuel mitigation efforts,  
29 supported by any owner or funding source, that would contribute to cross-  
30 boundary, landscape-scale forest resiliency.

1 “[e)] (d) Whether the project addresses additional resource concerns,  
2 such as insect and disease management.

3 “[f)] (e) Whether critical facilities and infrastructure may receive en-  
4 hanced protection due to project outcomes.

5 **“SECTION 11.** ORS 526.272 is amended to read:

6 “526.272. (1) The State Forestry Department shall:

7 “(a) In collaboration with any forest protective association or agency that  
8 is under contract or agreement with the State Board of Forestry for the  
9 protection of forestland against fire, and whose protection area is or may be  
10 affected by a fire on nearby federal lands, and with a focus on protecting  
11 lands and rural communities within the wildland-urban interface, as defined  
12 [*pursuant to ORS 477.027*] **in ORS 477.015**, from fire on federal lands, en-  
13 deavor to further shared stewardship to decrease wildfire risk across Oregon  
14 through increased partnership with federal agencies to expand activities un-  
15 der the Good Neighbor Authority Agreement described in ORS 526.275 in  
16 federal forests through:

17 “(A) Increasing forest thinning.

18 “(B) Reducing ladder fuels and other hazardous fuel loading.

19 “(C) Restoring meadowland.

20 “(D) Increasing biomass utilization.

21 “(E) Increasing post-disturbance recovery and restoration activities.

22 “(b) Request that the federal agencies fund portions of the activities de-  
23 scribed in paragraph (a) of this subsection.

24 “(2) Activities undertaken pursuant to subsection (1) of this section must  
25 be executed in a manner that protects and enhances the long-term ecological  
26 health of a landscape, in conformance with the most broadly accepted sci-  
27 entific principles of forestry.

28

29 **“VOIDING ASSIGNMENTS OF PROPERTY TO WILDFIRE HAZARD**  
30 **ZONES**

1       **“SECTION 12. (1) As used in this section, ‘order’ has the meaning**  
2 **given that term in ORS 183.310.**

3       **“(2) An order issued by the State Forestry Department under ORS**  
4 **477.490 (2023 Edition) that assigns property to a wildfire hazard zone**  
5 **is null and void.**

6       **“(3) Not more than 30 days after the effective date of this 2025 Act,**  
7 **the department shall withdraw and reverse any order issued under**  
8 **ORS 477.490 (2023 Edition) that assigns property to a wildfire hazard**  
9 **zone.**

10

11

### **“CAPTIONS**

12

13       **“SECTION 13. The unit captions used in this 2025 Act are provided**  
14 **only for the convenience of the reader and do not become part of the**  
15 **statutory law of this state or express any legislative intent in the**  
16 **enactment of this 2025 Act.**

17

18

### **“EFFECTIVE DATE**

19

20       **“SECTION 14. This 2025 Act being necessary for the immediate**  
21 **preservation of the public peace, health and safety, an emergency is**  
22 **declared to exist, and this 2025 Act takes effect on its passage.”.**

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