

Property Address 78655 Territorial Hwy, Lorane, OR

INSTRUCTIONS TO THE SELLER

1 2 3	Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of this disclosure statement and each attachment.
4 5 6 7	Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.
8 9 10	An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase any time prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.
11	DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470
12 13 14	Section 1. EXCLUSION FROM ORS 105.465 TO 105.490: You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely.
15	Initial only the exclusion you wish to claim.
16 17	This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # issued by
18	This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.
_0	The seller is a court appointed (Check only one): receiver personal representative trustee conservator guardian
21	This sale or transfer is by a governmental agency.
22	Signature(s) of Seller(s) Claiming Exclusion
23	Seller Date ← Seller Date ←
	Siuslaw River Farms LLC
24	Signature(s) of Buyer(s) Acknowledging Seller's Claim
25	Buyer Date ← Buyer Date →
26	IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.
27	Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT
28	(NOT A WARRANTY) (ORS 105.465)
29 30	NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT 78655 Territorial Hwy, Lorane, OR "THE PROPERTY."
31 32 33 34 35	DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.
36	SELLER Date 2-12 A - SELLER Date Date +
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	Page 1 of 7 Page 1 of 7 Properties and the state, PO Box 490 Junction City OR 97448 Phone: 5415104601 Fax: 78655 Territorial
T	processory of Real Estate, PO Box 490 Julicitias City OK 9/446 Processory of Procesory of Processory of Processory



Property Address 78655 Territorial Hwy, Lorane, OR

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS,

40 ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

41 Seller Mis ☐ is not occupying the property.

I. SELLER'S REPRESENTATIONS :

	tiel se					
42 43	The fo pertain	llowing are representations made by the seller and are not the representations of any financial ing to the property, or that may have or take a security interest in the property, or any real estate lice	institution h ensee engag	naving m ged by th	ade, or may ma e seller or the bu	ake, a loan Jyer.
44	*lf you	a mark yes on items with *, attach a copy or explain on an attached sheet.				
45	1. TITI	LE				
46	A.	Do you have legal authority to sell the property?	Yes	No	Unknown	
47	*B.	Is title to the property subject to any of the following:	Yes*	No	Unknown	
48		First right of refusal Option Lease or rental agreement Other listing Life es	state			
49	*C.	Is the property being transferred an unlawfully established unit of land?	Yes*	No	Unknown	
50	*D.	Are there any encroachments, boundary agreements, boundary disputes or		100.000		
51		recent boundary changes?	Yes*	No	Unknown	
52	*E.	Are there any rights of way, easements, licenses, access limitations or $\mu = 0.00$ ϕ	1			
53		claims that may affect your interest in the property?	Yes*	No	Unknown	
54	*F.	Are there any agreements for joint maintenance of an easement or right of way?	Yes*	No	Unknown	
55	*G.	Are there any governmental studies, designations, zoning overlays, surveys		1		
6		or notices that would affect the property?	Yes*	No	Unknown	
57	*H.	Are there any pending or existing governmental assessments against the property?	Yes*	No	Unknown	
58	* .	Are there any zoning violations or nonconforming uses?	Yes*	No	Unknown	
59	*J.	Is there a boundary survey for the property?	Yes*	No	Unknown	
60	*K.	Are there any covenants, conditions, restrictions or private assessments that affect the property?	Yes*	No	Unknown	
61	*L.	Is the property subject to any special tax assessment or tax treatment that may	1			
62		result in levy of additional taxes if the property is sold?	Yes*	No	Unknown	
63	2. WA	TER				
64	A.	Household water				
65		(1) The source of the water is (check ALL that apply): Public Community Priv	ate Oth	ner S	nared	
66		(2) Water source information:				
67		*a) Does the water source require a water permit?	Yes*	No	Unknown	
68		If yes, do you have a permit?	Yes	No	Unknown	MA
69		*b) is the water source located on the property?	Yes*	No	Unknown	NA
70		*If not, are there any written agreements for a shared water source?	Yes*	No	Unknown	MA
T	SELLE	ER Dasph X H al Fride Date 2012 A - SELLER			Date	←
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	Propert	y Address 78655 Territorial Hwy, Lorane, OR				
72		*c) Is there an easement (recorded or unrecorded) for your access to or	1			
73		maintenance of the water source?	Yes*	No	Unknown	
74		d) If the source of water is from a well or spring, have you had any of				
75		the following in the past 12 months?attached	Ves	No	Unknown	NA
76		Flow test Bacteria test Chemical contents test				
77		*e) Are there any water source plumbing problems or needed repairs?	Yes*	No	Unknown	
78		(3) Are there any water treatment systems for the property?	Yes	No	Unknown	
79		Leased Owned				
30	В.	Irrigation available a	1			
31		(1) Are there any water rights or other rights for the property? attached	Yes	No	Unknown	
32		* (2) If any exist, has the irrigation water been used during the last five-year period?	Yes*	No	Unknown	NA
33		* (3) Is there a water rights certificate or other written evidence available?	Yes*	No	Unknown	NA
34	C.	Outdoor sprinkler system				
35		(1) Is there an outdoor sprinkler system for the property?	Yes	No	Unknown	
36		(2) Has a back-flow valve been installed?	Yes	No	Unknown	NA
37		(3) Is the outdoor sprinkler system operable?	Yes	No	Unknown	NA
88	3. SEW	AGE SYSTEM				
39	A.	Is the property connected to a public or community sewage system?	Yes	No	Unknown	
С	В.	Are there any new public or community sewage systems proposed for the property?	Yes	No	Unknown	
91	C.	Is the property connected to an on-site septic system?	Yes	No	Unknown	
32		(1) If yes, when was the system installed?			Unknown	NA
93		(2) *If yes, was the system installed by permit?	Yes*	No	Unknown	NA
94		(3) *Has the system been repaired or altered?	Yes*	No	Unknown	NA
95		(4) *Has the condition of the system been evaluated and a report issued?	Yes*	No	Unknown	NA
96		(5) Has the septic tank ever been pumped?	Yes	No	Unknown	NA
97		If yes, when?	16	Lyes	ens ago	
8		(6) Does the system have a pump?	Yes	No	Unknown	NA
9		(7) Does the system have a treatment unit such as a sand filter or an aerobic unit?	Yes	No	Unknown	
00		(8) *Is a service contract for routine maintenance required for the system?	Yes	No	Unknown	NA
01		(9) Are all components of the system located on the property?	Yes	No	Unknown	
02	*D.	Are there any sewage system problems or needed repairs?	Yes*	No	Unknown	
03	E.	Does your sewage system require on-site pumping to another level?	Yes	No	Unknown	
14	SELLE	tond elfet mark 21221			Date	
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OREF 020 Page 3 of 7

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78655 Territorial



Property Address 78655 Territorial Hwy, Lorane, OR

105	4. DWEL	LING INSULATION				
106	A.	Is there insulation in the:	1			
107		(1) Ceiling?	Yes	No	Unknown	
108		(2) Exterior Walls?	Yes	No	Unknown	
109		(3) Floors?	Yes	No	Unknown	
110	в.	Are there any defective insulated doors or windows?	Yes	No	Unknown	
111	5. DWEL	LING STRUCTURE				
112	*A.	Has the roof leaked?	Yes*	No	Unknown	/
113		If yes, has it been repaired?	Yes	🗌 No	Unknown	NA
114	в.	Are there any additions, conversions or remodeling?	Yes	No	Unknown	
115		If yes, was a building permit required?	Yes	No	Unknown	NA
116		If yes, was a building permit obtained?	Yes	No	Unknown	NA
117		If yes, was final inspection obtained?	Yes	No	Unknown	NA
118	C.	Are there smoke alarms or detectors?	Yes	No	Unknown	
119	D.	Are there carbon monoxide alarms?	Yes	🗌 No	Unknown	
120	E.	Is there a woodstove or fireplace insert included in the sale?	Yes	No	Unknown	
121		*If yes, what is the make? hskun			1	
122		*If yes, was it installed with a permit?	Yes*	No	Unknown	NA
123		*If yes, is a certification label issued by the United States Environmental Protection Agency	_			
4		(EPA) or the Department of Environmental Quality (DEQ) affixed to it?	Ves*	No	Unknown	NA
125	*F.	Has pest and dry rot, structural or "whole house" inspection been done within the last three years?	Yes*	No	Unknown	
126	*G.	Are there any moisture problems, areas of water penetration, mildew odors				
127		or other moisture conditions (especially in the basement)?	VYes*	No	Unknown	
128		*If yes, explain on attached sheet the frequency and extent of problem and any insurance of	laims, rep	airs or r	emediation dor	ne.
129	Н.	Is there a sump pump on the property?	Yes	No	Unknown	
130	I.	Are there any materials used in the construction of the structure that are or				
131		have been the subject of a recall, class action suit, settlement or litigation?	Yes	No	Unknown	
132		If yes, what are the materials?				
133		(1) Are there problems with the materials?	Yes	No	Unknown	NA
134		(2) Are the materials covered by a warranty?	Yes	No	Unknown	NA
135		(3) Have the materials been inspected?	Yes	No	Unknown	NA
136		(4) Have there ever been claims filed for these materials by you or by previous owners?	Yes	No	Unknown	NA
137		If yes, when?				NA
138		(5) Was money received?	Yes	No	Unknown	NA
139		(6) Were any of the materials repaired or replaced?	Yes	No	Unknown	NA
	-	Tapphy that allow 21971				
140	SELLER	Sidestaw River Farms LLC			Date	
5		Sector Marine LEG D				
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Property Address 78655 Territorial Hwy, Lorane, OR

141 6. DWELLING SYSTEMS AND FIXTURES

142	If the follo	owing systems or fixtures are included in the purchase price, are they in good working order	on the da	te this fo	orm is signed b	y Seller?
143	A.	Electrical system, including wiring, switches, outlets and service	Yes	No	Unknown	
144	В.	Plumbing system, including pipes, faucets, fixtures and toilets	Yes	No	Unknown	
145	C.	Water heater tank	Yes	No	Unknown	
146	D.	Garbage disposal	Yes	No	Unknown	NA
147	E.	Built-in range and oven	Yes	No	Unknown	□ NA
148	F.	Built-in dishwasher	Yes	No	Unknown	□ NA
149	G.	Sump pump	Yes	No	Unknown	NA
150	н.	Heating and cooling systems				
151		(1) Heating systems	Yes	No	Unknown	NA
152		(2) Cooling systems	Yes	No	Unknown	MNA
153	Î.	Security system Owned Leased	Yes	No	Unknown	MA
154	J.	Are there any materials or products used in the systems and fixtures		10.2522		
155		that are or have been the subject of a recall, class action suit settlement or other litigations	? 🗌 Yes	No	Unknown	
156		If yes, what product?				
157		(1) Are there problems with the product?	Yes	No	Unknown	NA
158		(2) Is the product covered by a warranty?	Yes	No	Unknown	NA
159		(3) Has the product been inspected?	Yes	No	Unknown	
7		(4) Have claims been filed for this product by you or by previous owners?	Yes	No	Unknown	
T61		If yes, when?			0	
162		(5) Was money received?	Yes	No	Unknown	NA
163		(6) Were any of the materials or products repaired or replaced?	Yes	No	Unknown	
164	7. COM	ION INTEREST		_		
165	A.	Is there a Home Owners' Association or other governing entity?	Yes	No	Unknown	
166		Name of Association or Other Governing Entity			Transfer of the second s	
167		Contact Person				
168		Address	Phone N	umber_		
169	в.	Regular periodic assessments: \$ per Month Year Other				
170	*C.	Are there any pending or proposed special assessments?	Yes*	No	Unknown	
171	D.	Are there shared "common areas" or joint maintenance agreement for facilities like walls, fences,		1		
172		pools, tennis courts, walkways or other areas co-owned in undivided interest with others?	Yes	No	Unknown	
173	E.	Is the Home Owners' Association or other governing entity a party to				-
174		pending litigation or subject to an unsatisfied judgment?	Yes	No	Unknown	NA
175	SELLER	Singlaw River Farms LLC			Date	←
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78655 Territorial



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176	F.	Is the property in violation of recorded covenants, conditions and		1		
177		restrictions or in violation of other bylaws or governing rules, whether recorded or not?	Yes	No	Unknown	□ NA
178	8. SE	SMIC	1			
179	A.	Was the house constructed before 1974?	Yes	No	Unknown	
180		If yes, has the house been bolted to its foundation?	Yes	No	Unknown	NA
181	9. GE	NERAL				
182	A.	Are there problems with settling, soil, standing water or drainage on				
183		the property or in the immediate area?	Yes	No	Unknown	
184	в.	Does the property contain fill?	Yes	No	Unknown	
185	C.	Is there any material damage to the property or any of the structure(s)				
186		from fire, wind, floods, beach movements, earthquake, expansive soils or landslides?	Yes	[•] No	Unknown	
187	D.	Is the property in a designated floodplain?	Yes	No	Unknown	
188		Note: Flood insurance may be required for homes in a floodplain.				
189	E.	Is the property in a designated slide or other geologic hazard zone?	Yes	No	Unknown	
190	*F.	Has any portion of the property been tested or treated for asbestos, formaldehyde, radon, gas,				
191		lead-based paint, mold, fuel or chemical storage tanks or contaminated soil or water?	Yes*	No	Unknown	
192	G.	Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property?	Yes	No	Unknown	
193	н.	Has the property ever been used as an illegal drug manufacturing or distribution site?	Yes	No	Unknown	1
194		*If yes, was a Certificate of Fitness issued?	Yes*	No	Unknown	INA
`5	I.	Has the property been classified as forestland-urban interface?	Yes	No	Unknown	
-96	10. FI	JLL DISCLOSURE BY SELLER(S)				
197	*A.	Are there any other material defects affecting this property or its value that	1			
198		a prospective buyer should know about?	Yes*	No		
199		If yes, describe the defect on attached sheet and explain the frequency and extent of the p	roblem an	d any in	surance claims	s, repairs o
200		remediation?				

VERIFICATION

201 The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this 202 disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

203 Number of pages of explanations are attached. Date 211 - Seller_ 204 Seller Siuslaw River Farms LLC)

Date

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Property Address 78655 Territorial Hwy, Lorane, OR

II. BUYER'S ACKNOWLEDGMENT:

205 206	A.	As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.
207 208 209 210 211	в.	Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.
212 213	C.	Buyer (which term includes all persons signing the "Buyer's Acknowledgment" portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature(s).
214	DIS	SCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE
215	OF	THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER,
216	HA	VE FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY
217	DE	LIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S
218	DIS	SCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.
219	BU	IYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT.
220	Bu	yer Date ← Buyer Date ←
1٢	Ag	ent receiving disclosure statement on buyer's behalf to sign and date:
2		Real Estate Agent Date received by Agent
223	11	Real Estate Firm

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Seller's Property Disclosure Statement Addendum

Property Address 78655 Territorial Hwy, Lorane, OR	
(Responses marked "yes" on items with an * require a written e	explanation. See below)
Question # Line 53	
	ti
Details: Old vailvood easement ne	in use
I and only found in the	lyn,
Attachment Identified as	
Water source is private well she	and w/ N adjacent
property nover of the well	is on Nadjacent
	110
proputy. Easemen	Vicorded.
Attachment Identified as	
Question # Line 81	~
Details: See attached water rights	certfriate
	0
00170	
Attachment Identified as Water Kights Cert	
Question # Lull 91	
Details: The septic tank is located on	bal o'l. 1
the house approx to out	1
Attachment Identified as	
Question # Line 127	0
Details:	(con a)
- During neavy vains - Jame	(small amount)
at water can be seen	in the basement
Attachment Identified as	
I CLA MANTEL YOURS	Data
SELLER Silver Farms LLC	Date ↔
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rsepower Real Estate, PO Box 490 Junction City OR 97448 Phone:	5415104601 Fax: 78655 Territoria



Seller's Property Disclosure Statement Addendum

Property Address 78655 Territorial Hwy, Lorane, OR	
(Responses marked "yes" on items with an * require a written	n explanation. See below)
1010	
Question # Lene 199	A
Details: Bathtub norre in maste	1 book 13
	to replace.
Brohen - Seller Wrends	to reptude.
Attachment Identified as	
Question # Lone 185	
Details:	11 11
Details: Snow damage to structures	L other than
the home	
the richtid	
Attachment Identified as	
Question # 197 - Lyle	~
Details:	L will
torne is no pull. There	L Will
tellety be some prote	cts.
Attachment Identified as	
Question #	
Details:	
Attachment Identified as	
Attachment Identified as	
Attachment Identified as	
Attachment Identified as	
Attachment Identified as Question # Details:	
Attachment Identified as Question # Details: Attachment Identified as	
Attachment Identified as Question # Details:	Date ←
Attachment Identified as Question # Details: Attachment Identified as SELLER SELLER	
Attachment Identified as	Agreement with Oregon Real Estate Forms, LLC.
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SEMENT FUR HOADINY

BOCK 453. PAGE 615.

The PART of Oregon, parties of the first part, hereinafter efforts, State of Oregon, parties of the first part, hereinafter the foundy, State of Oregon, parties of the first part, hereinafter efforted to as the Grantors, and HaLPH 4, LOCKIE of Lorane, Take Tourty, State of Oregon, party of the second part, hereinlafter referred to us the Grantee,

AMEREAS the Grantors are selzed in see simple of the following described property, to-wit:

Berlinding at a point 21.21 chains East of the Southwest conner of the Larius B. Cartwright and wife Donation Lan. Claim No. 3 in Sections 30 and 31, Township 20 South; Range 4 mest and Claim No. 30 in Sections 25 and 30, Fownship 20 South, Range 5 West of the Willamette Meridian, and running thence North 26.70 chains, thence East 24.70 chains, thence South 20.70 chains to the South line of said Donation Land Claim, thence East 1.94 chains, to the Northeast corner of Lot No. 10 in Section 31 Township 1 South, Range 4 West, thence South 13.41 chains, thence West 28.07 chains to the range line between ranges 4 and 5 west, thence North 13.41 chains to the South Pline of said Donation Land Claim, and thence East 1.92 chains, more or less, to the place of beginning, in Lane County, Oregon.

and

a second and a second

WHERFAS the Grantee is the owner in fee simple of another parcel of land. escribed as follows, to-wit:

Berinning at a point 15.25 chains West and 1 chains South of the Northeast corner of the Geo. Ozment D.L.C. No. 44, and running thence lest 27.49 chains, which point is 1 chain south of the Northwest corner of the said claim No.44, thence South 12.45 chains, thence West 7.50 chains, thence South 20 chains, thence East 20 chains, thence North 5.94 chains, thence East 14.99 chains, thence North 5.94 chains, thence East 14.99 chains, thence North 5.94 chains to the place of beginning, containing about 95 acres, more or less, all in Section 31, Township 20 South, Range 4 West, Villamette Meridian, Lane County, Oregon.

MERIAS, we Grantee is desirous of obtaining a right of Mereinaliter associated over the Grantors' lands, and

ERLAS the Grantors have agreed in consideration ofpaid by the Grantee, the receipt of which by the Grantors to Extend the Stantee, to grant to the Grantee an easement for how this indenture

A DINESSETH:

consideration of \$1.00 paid by Grantee to Grantors, second unto Grantee, his heirs and assigns, full

20 feet in width and free right and authority to use that certain roedway/as now hid out and in use over and across the grantors lands, the center line of which begins at a point on the eastern line of the 'rein-Anlauf Road (old Territorial Road) which is approximately 660 feet wouth of intersection of the south boundary of J. H. Chambers railroad right of way, and the east boundary of the aforesaid Lorene-Anlauf Road, thence in a southeasterly direction over and across grantors lands to a point on the north line of grantee's lands which is 500 feet east of the northwest corner thereof.

The grantee hereby covenants with the grantors that he, his heirs and assigns will keep the gate closed which is loc ted at the beginning of said road on the east line of the Lor ne-Anlauf Road aforesaid, and further maintain in good condition and repair the cattle guard at the east end of said road on the boundary between grantor's and grantee's property at his own cost and expense.

IN WITNESS WHEREOF the grantors hereunto set their h has and seals the day and year first above written.

51

STATE OF OREGON

405 cm616

BE IT REMEMBERED, That on this day of January, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CharLES B. MITCHELL and LUCILLE MITCHELL, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

man Notary Public for Oregon My Commission Fxpires:



WATER LINE AND SEPTIC EASEMENT 1831AUG.07'89H07REC 30.00

10.30

The parties to this easement agreement are RUSSELL L. PELLHAM AND ALICE L. PELLHAM, husband and wife, herein called Grantors; and RUSSELL L. PELLHAM and ALICE L. PELLHAM, husband and wife, herein called Grantees.

RECITALS:

30

- A. Grantors own the real property described on Exhibit A attached hereto and incorporated hereby by reference as though set forth in full, hereinafter referred to as "property A".
- B. Grantees own the real property described on Exhibit B attached hereto and incorporated herein by reference as though set forth in full, hereinafter referred to as "property B".
- C. A water line, pump house and submersible pump, hereinafter referred to as "the water system", is situated on property A as depicted on the attached Exhibit C, incorporated herein by reference as though set forth in full. The water system provides water to property B.
- D. A septic line and drainfield, hereinafter referred to as "the septic system", is situated on property A, as depicted on Exhibit C. The septic system services property B.

In consideration of the covenants and agreements set forth herein in anticipation of the sale of property A, it is agreed as follows:

1. Grantors hereby grant to Grantees, the perpetual, exclusive right to use the water system and septic system situated on property A for the purpose of providing water and septic services to property B. This easement is not personal or in gross but is to be appurtenant to property B.

2. This easement grant shall carry with it the right of ingress and egress for the purpose of inspecting, maintaining, and replacing the water system and septic system. All expenses related to the cost of inspecting, maintaining, and replacing all or any portion of the water system and septic system, including

the costs of restoring property A to as good a condition as existed prior to such repairs or inspection, shall be borne by Grantees, unless the water system or septic system are damaged as a result of the willful or negligent conduct of Grantors.

3. Grantors shall, at all times and without restriction, have the right to use that portion of property A beneath which the water system and septic are situated, provided that such use is not inconsistent or interfere with Grantees' enjoyment of the rights herein granted.

4. The terms and provisions of this easement shall run with the land and shall be binding on and shall inure to the benefit of Grantors and Grantees, their heirs, successors and assigns and shall not be subject to merger by virtue of the concurrent ownership of property A and property B by the same individuals.

5. Grantees hereby assume the risk of use of the water system and septic system and agree to indemnify and defend Granters from any loss, claim or liability arising out of their use of said water and septic systems.

6. Any controversy or claim arising out of or related to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction.

 The easement rights herein granted are subject to all prior easements and encumbrances of record.

8. Grantors shall pay the real property taxes on property A, including the portion beneath which the water system and septic system lie.

IN WITNESS WHEREOF, the Grantors and Grantees have hereunto set their hands and seals on the dates set opposite their respective signatures.

DATED: 7-31-99

mill I Pelli Pellhar

L. Felham Pellham

GRANTORS

Russell L. Pellham DATED: 7 . 31 - 89 alia L. Lill. ham GRANTEES

STATE OF OREGON)) ss. County of Lane)

On this $\underline{S'}$ day of $\underline{C_{LL}C_{S'}}$, 1989, personally appeared the above named RUSSELL E'. PELLHAM and ALICE L. PELLHAM, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

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NOTARY PUBLIC FOR OREGON My Commission Expires:

DEBBIE CRUM MOTARY PUBLIC - OREGON My Dractistic Explos 5-17-93

. Altre 20 04 30 Lot 1400

Tax Acct No. 922102

Commence 1.60 chains East of the Point where D. B. Cartwright D.L.C. Notif #694 in Section Thirty (30), Township Twenty (20) South, Range Pour (4) West of the Willamette Meridian crosses the Township line between Townships Four (4) and Five (5), run East on South boundary of said claim 4 chains, North 5 chains, West 4 chains and South 5 chains to beginning, all in Lane County, Oregon.

EXHIBIT A

20 04 30 Lot 600

Tax Acct No. 922011

Beginning as a point that is 128.04 feet West of the Northeast corner of Government Lot 10, Section 31, Township 20 South, Range 04 West of the Willamette Meridian, Lane County, Oregon; running thence East 128.04 feet to the Northeast corner of said Lot 10; thence South 825.06 feet to a point 60.0 feet North of the Southeast corner of said Lot 10; thence West parallel with and at a distance of 66.0 feet from the South line of said Lot 10 to a point in the center line of Territorial Road; thence North along the centerline of Territorial Road to a point that is 65.0 feet the centerine of Perritorial Koad to a point that is 05.0 feet East and 301.7 feet North of the Southwest corner of Section 30. Township 20 South, Range 04 West of the Willamette Neridian, Lane County, Oregon; thence East 332.0 feet; thence North 13° 31' West 256.0 feet; thence North 190.0 feet, more or less, to a point in the center of Sandy Creek; thence along the center line of said Sandy Creek to a point in the center of the Siuslaw River that is 270.76 fear North and 473.2 feet fast of the Southwest corner of 870.76 feet North and 473.2 feet East of the Southwest corner of said Section 30; thence North following the centerline of said Siuslaw River to a point where the center line of said River intersects the South line of that certain tract of land conveyed to Ardello H. Addison, et al, by deed recorded April 27, 1920, in Volume 121, Page 635, Deed Records of Lane County, Oregon; thence East following the South line of said Addison tract to a point in the center of County Road No. 288; thence Easterly along the centerline said County Road 288 to a point North of the place of beginning; thence South 2075 feet, more or less, to the place of beginning:

SAVE and EXCEPT therefrom the following tract of land:

"A tract of land 1979.3 feet long by 66 feet wide, lying 33 feet each side of the centerline of the J. H. Chambers and Son Railroad as surveyed and staked upon the ground, the center line of said railroad being described as follows: Beginning as a point 50 chains South and 42.74 chains West of the Southeast corner of the George Ozment Donation Land Claim; thence North 90° Nest, 240 feet; thence by a 6° curve to the right a distance of 366.6 feet through an intersection of 22°; thence tangent a distance of 1178.7 feet; thence by a 6° curve to the right a distance of 194.0 feet, which point is 600 feet North of the South line of the D. B. Carwright Donation Land Claim and 128.9 feet North of the Southwest corner of Section 25, Township 20 South, Range 4 West of the Willamette Meridian, in Lane County, Oregon."

ALSO SAVE and EXCEPT therefrom the following tract of land:

Commence 1.60 chains East of the Point where D. B. Cartwright D.L.C. Notif #694 in Section Thirty (30), Township Twenty (20) South, Range Four (4) West of the Willamette Meridian crosses the Township line between Townships Four (4) and Five (5), run East on South boundary of said claim 4 chains, North 5 chains, West 4 chains and South 5 chains to beginning, all in Lane County, Oregon.

EXHIBIT B

Å 8934639 Mr. H. . Ν T20 R 04 5 30 269 77. TAX LOT 1400 ACCT NO. 922102 SUDMERSIBLE PumP -C AOA TERRIT ORIAL 900 1. -2 e-1 - 7 SEPП-٦ WATER DRAINFIELD PROPERTY A PROPERTY & - tower POLC TAX LOT 0600 SEPTIL LANK ACCT NO 922011 HOUSE. EXHIBIT C

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AFTER RELORGING RETURN TO MICHAEL F. Fox, ATTORNEY, 340 N. ADAMS ST. EUGENE, OR. 97402

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WATER SYSTEM AND SEPTIC EASEMENT AGREEMENT

For value received, this agreement is made and entered into this $\underline{\underline{12}}$ day of <u>August</u>, 2004, by and between ALICE L. PELLHAM (Pellham) and JOSEPH L. HEITZMAN (Heitzman).

RECITALS

A. The parties are the owners of adjoining properties, both located in Lane County, Oregon. Pellham is successor in interest to the Grantors and Heitzman is successor in interest to Grantees of a certain Water Line and Septic Easement dated July 31, 1989, and recorded August 7, 1989, at Reel 1587R, Reception No. 89-34639, Lane County, Oregon, Official Records (the original easement). The original easement is incorporated herein by reference. The property owned by Pellham is known that document as "property A". The property owned by Heitzman is known in that document as "property B".

B. Recitals C. and D. of the original easement are incorporated herein by reference.

C. The original easement had attached thereto an Exhibit C, which was a map showing the relationship of the water system and septic system described in the original easement to the boundary lines of property A and property B at the time of the original easement.

D. At some time after the grant and recording of the original easement the location of the water line was changed. That change of location is described in a map attached to this instant Water System and Septic Easement Agreement as Exhibit A and incorporated herein by reference. This Exhibit A shows the location of the water system and the septic system relevant to the boundary lines of property A and property B as described in the original easement. The term "water system" is amended to include the power pole and underground power line described on Exhibit A.

E. On July 6, 1995, the property lines of property A and property B were changed by virtue of a Declaration of Property Line Adjustment (the Declaration) recorded at Reel 2077R, Reception No. 9537969, Lane County, Oregon, Official Records. The Declaration is incorporated herein by reference. The legal description of property A following the property line adjustment is attached to the Declaration as Exhibit A and by this reference incorporated herein. The legal description of property B following the property line adjustment is attached to the Declaration as Exhibit A and by this reference incorporated herein.

F. Attached to this instant Water System and Septic Easement Agreement as Exhibit B is a map showing the current property lines of property A relative to property B following the property line adjustment described in Recital B. Exhibit B is incorporated herein by reference. For the purposes of this instant Water System and Septic Easement Agreement and insofar as it amends the original easement, the terms "water system" (as amended in Recital D) and "septic system" refer to these things as located on Exhibit A and Exhibit B.

G. The parties desire to amend the original easement and to set forth in writing their agreement relating to the water system and the septic system described in Recital F.

AGREEMENT

In consideration of the mutual promises and covenants contained in this document, and incorporating the above recitals as though fully set forth below, the parties agree that Water Line and Septic Easement described in Recital A is amended as follows, and that any provision thereof which is inconsistent with this instant Water System and Septic Easement Agreement is of no force and effect:

1. Pellham hereby grants to Heitzman a nonexclusive easement to access, use, and maintain the water system across property A to property B for the purpose of providing water for domestic use to property B. Pellham further grants to Heitzman an exclusive easement to access, use, and maintain the septic system for the purpose of providing septic services to property B. The water system and the septic system are described on the attached Exhibit A, with reference to the attached Exhibit B.

1.1 This easement is not personal and not in gross, but it is to be appurtenant to that real property owned by Heitzman and known as property B. The term of this easement agreement shall be perpetual.

1.2 The easement for the water system shall run ten (10) feet in width, the centerline of which shall be the course of the existing pipeline from the well and the course of the existing underground powerline, across the property of Pellham to the Heitzman property and shall include an area thirty (30) feet in diameter, the center of which is the well and an area ten (10) feet in diameter around the power pole except as such diameter may impinge on the mobile home adjacent thereto.

1.3 This grant is made upon the following terms:

a. Heitzman is granted the right to use the water system for purposes of supplying water for domestic use to property B. By definition, and for purposes of this agreement, the term "domestic" shall apply strictly to household and personal garden and lawn use, considering seasonal and weather factors. The amount of water to be provided shall be a reasonable flow consistent with past use, and provided that the well capacity holds up with no intervening act of nature. Pellham's use of the water system shall continue as before the time of this agreement, with the agreement and understanding that Pellham's use shall be reasonable for domestic purposes considering seasonal and weather factors.

b. Heitzman's right to use and access the water system and the septic system shall include the right to come upon property A for inspection or maintenance of the water system and the septic system. Heitzman shall enter upon the easement or property A only for the purpose of inspection or maintenance of the water system or the septic system.

c. The parties shall be jointly responsible for maintenance of the water system and shall share the cost of such maintenance and repairs, agreeing to keep the system in at least as good a condition as presently exists, and at the present depth. Decisions concerning future repair needs or deepening of the well shall be vested in Pellham and at Pellham's sole discretion. Pellham shall be responsible for the payment of the costs of repair and maintenance and shall submit a written notice to Heitzman for reimbursement Heitzman's share of same. Heitzman shall reimburse Pellham for Heitzman's share within ten (10) days of delivery of the notice. Heitzman shall be solely responsible for maintenance of the septic system and for the costs of restoring property A to as good a condition as existed prior to such repairs or inspection, unless the water system or septic system are damaged as a result of the willful or negligent conduct of Pellham.

d. In the event the well ceases to provide adequate water for reason of act of nature: (1) Pellham shall assume no responsibility or liability whatsoever; (2) Pellham shall be under no obligation to continue to furnish water to Heitzman; and (3) this easement so far as regards the water system shall be extinguished, and shall be of no further force and binding effect.

e Pellham shall be responsible for payment of electricity costs necessary to the proper functioning of the pump, and Heitzman shall reimburse Pellham for his share of same on last day of each month. As of the date of this agreement, the electricity costs are set at \$20.00 per month, and Heitzman's share of same at \$10.00 per month. Pellham shall give written notice to Heitzman of any increase in electricity costs due to increased water usage or rate changes, and Heitzman shall reimburse Pellham at such increased rate commencing on the last day of the month following the month in which the notice is given.

f. Pellham shall not cut off the flow of water to Heitzman, except in an emergency, without 24 hours prior notice to Heitzman. In the event Heitzman fails to pay the costs of repair and maintenance or the electricity costs as provided herein, Pellham in her sole discretion may cut off the flow of water to Heitzman following such 24 hours prior notice.

g. This grant of easement shall run with the land and be perpetual and shall be binding upon and shall inure to the benefit of both parties, their heirs, successors, or assigns. This grant of easement shall not be subject to merger by virtue of the concurrent ownership of property A and property B by the same individuals.

2. Heitzman assumes the risk of use of the water system and septic system and agrees to indemnify and defend Pellham from any loss, claim, or liability arising out of Heitzman's use of said water and septic systems.

3. The easement rights herein granted are subject to all prior easements and encumbrances of record.

4. Pellham shall pay the real property taxes on property A, including the portion beneath which the water system and septic system lie. The rights and obligations of the parties for payment of repairs to the water system are retroactive to include those costs incurred by Pellham for such repairs in July, 2004.

5. In the event suit or other legal proceeding is brought to interpret or enforce this Water System and Septic Easement Agreement, the prevailing party shall be entitled to recover from the other party or parties, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees to be set by the court at trial and on any appeal thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the $\frac{1}{2}$ day of August, 2004.

PELLHAM

tucham

HEITZMAN



WATER SYSTEM AND SEPTIC EASEMENT AGREEMENT, PAGE 3 OF 4

ACKNOWLEDGEMENTS

STATE OF OREGON

County of Lane

On the $\underline{\underline{\eta}}^{\star}$ day of $\underline{\underline{\lambda}}_{ugus}$ t, 2004, personally appeared before me the above named Alice L. Pellham and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary public for Oregon 006 My commission expires:_

STATE OF OREGON

County of Lane

SS.

SS.

On the $\underline{\gamma}$ day of August, 2004, personally appeared before me the above named Joseph L. Heitzman and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary public for Oregon 006 My commission expires: / q-

INA I COMMISSION

WATER SYSTEM AND SEPTIC EASEMENT AGREEMENT, PAGE 4 OF 4







ALG ORELAP ID #OR100012 361 West 5th Ave Eugene, OR 97401 TEL: (541) 485-8404 FAX: (541) 484-5995 Website:

Analytical Report

Date Reported: 2/23/2021

WO#: 2102772

CLIENT: Coastal Range Water Inc. Location: 78655 Territorial Project:

Sample Source: Well

Received Date:2/18/2021 11:37:00 AMSampler Name:Andy CobbMatrix:Drinking WaterTreatment:Not Reported

Lab ID: 2102772-001	Client Sa	ample ID	Kitchen Sink		Co	llection Da	te: 2/17/20	021 2:30:0	00 PM
Analyses	Method	ORELAI Status		Analyst	PQL	MCL	Result	Units	Qual
Arsenic	SM 3113 B	А	02/20/2021 12:30	AS	0.00200	0.0100	ND	mg/L	
Nitrate-N	EPA 300.0	А	02/18/2021 13:59	KG	0.100	10.0	ND	mg/L	
Coliform, Total E. coli	SM 9223B SM 9223B	A A	02/18/2021 14:20 02/18/2021 14:20	JL JL	0 0	Absent Absent	Absent Absent	P/A P/A	

Kimberty J. Reeven Morghan

Kimberly Reever Morghan Quality Manager

Definitions:	А	Accredited by ORELAP	Qualifiers:	s:
	LOD	Limit of Detection		
	MCL	Maximum Contaminant Level		
	ND	Not Detected at the Reporting Limit		
	PL	Permit Limit		
	PQL	Practical Quantitation Level or Reporting Limit		

#68726 August 1986 - 56.5 acres 1: #23776 January 1953 - 25.7 acres 1:

Total 82.2



STATE OF OREGON

COUNTY OF LANE

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

ALICE PELLHAM 78655 TERRITORIAL ROAD LORANE, OR 97451

confirms the right to use the waters of the SOUTH FORK SIUSLAW RIVER, a tributary of THE SIUSLAW RIVER, for IRRIGATION OF 56.5 ACRES.

This right was perfected under Permit 49762. The date of priority is A JG 08T 8, 1986. The amount of water to which this right is entitled is limited to an amount actually benefficially used and shall not exceed 0.71 CUBIC FOOT PER SECOND or its equivalent in case of orbiton. Because at the point of diversion from the source.

The point of diversion is located as follows:

SW 1/4 SW 1/4, SECTION 30, T 20 S, R 4 WEST, W.M. 670 BUBT NORTH AND 1000 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 30.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to ONE-EIGHTIETH of one cubic foct per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of bet to exceed 2.5 acrefeet per acre for each acre irrigated during the irrigation season of each year.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

(NE 1/4 SW 1/4). LOT 4 2.0 ACRES LOT 3 (NW 1/4 SW 1/4). 4.0 ACRES SECTION 30 NE 1/4 SW 1/4. 1.4 ACRE. NW 1/4 SW 1/4. 11.8 ACRES SW 1/4 SW 1/4 5.3 ACRES SE 1/4 SW 1/4 1.2 ACRES ALL AS PROJECTED WITHIN DLC 43 SECTION 30 NE 1/4 NW 1/4 0.1 AC E NW 1/4 NW 1/4 6.0 ACRES BOTH AS PROJECTED WITHIN DLC 42 LOT 10 (NE 1/4 NW 1/4) 6.5 ACRES (NW 1/4 NW 1/4) LOT 11 18.2 ACR:S SECTION 31 TOWNSHIP 20 SOUTH, RANGE 4 WEST, W.M.

The right to the use of the water for the above purpose is restricted to binefficial use on the lands or place of use described. The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows

SEE NEXT PAGE

68817.F.K



WITNESS the signature of the Water Resources Director, aftixed DECEMBER $\partial_{t} \gamma$,

1995

<u>68817.RK</u>

Steven ?. Applepata

fe Marth C. Paget

Recorded in State Record of Water Right Contiliant of numbered 68726.



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a tributary of

STATE OF OREGON

COUNTY OF LANE

CERTIFICATE OF WATER RIGHT

This Is to Certify, That CHARLES B. MITCHELL

of General Delivery, Lorane , State of Oregon , has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Siuslaw River

for the purpose of

irrigation under Permit No. 22057 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from January 26, 1953.

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.32 cubic foot per second.

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SW¹₂ SW¹₂ as projected within D. B. Cartwright DIC #43. Section 30. Township 20 South, Range 4 West, W.M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightleth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed $2\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year.

and shall

conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

> 0.7 acres in the NW: SW: 17.0 acres in the SW: SW: 5.5 acres in the SE: SW: Section 30 2.5 acres in the NW: NW: Section 31 All as projected within D. B. Cartwright DLC #43 Township 20 South, Range 4 West, W.H.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this 28th day of March

LEWIS A. STANLEY

,1958 .

State Engineer

Recorded in State Record of Water Right Certificates, Volume 17 , page 23776



ivingroom

Sale Agreement #

WOODSTOVE/WOOD BURNING FIREPLACE INSERT ADDENDUM 1 Use this form if a woodstove/fireplace is on the property. 2 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer 3 Buver: Seller: 4 5 The real property is identified as: ("the Property") 6 SELLER REPRESENTATIONS TO BUYER. Seller represents the following: 7 Is the woodstove or wood burning fireplace insert certified: Yes Vo Unknown One or more Uncertified Device(s) are located on the Property. (Unless Buyer has signed accepting responsibility at Section 5 below, Seller 8 agrees to remove and destroy the Uncertified Device(s) and to so notify DEQ by providing Certificate of Destruction prior to Closing.) 9 10 **GENERAL INFORMATION:** 1. Remove and Destroy Before Closing. As of August 1, 2010, Oregon law (ORS 468A.460 - 468A.515) requires all sellers of "residential 11 12 structures" to remove and destroy uncertified solid fuel burning devices, such as woodstoves or fireplace inserts (collectively "Uncertified 13 Device") prior to closing of the sale. A "residential structure" includes: (1) Any structure containing one or more dwelling units and is four stories 14 or less above grade; (2) A condominium, rental residential unit, or other residential dwelling unit that is part of a larger structure, if the property 15 interest in the unit is separate from the property interest in the larger structure.; (3) A modular home constructed off-site; (4) A manufactured 16 dwelling; or (5) A floating home. 17 2. Certification Label. A certified device is one bearing a certification label located on the back and issued by the Oregon DEQ or U.S. 18 Environmental Protection Agency ("EPA"), which means it has met certain particulate emission standards. If the device does not bear such a 19 label, it is an "Uncertified Device" and must be removed from the Property and destroyed. Sellers who cannot access the back of their device may call the manufacturer or check the EPA's certified woodstove list at: http://www2.epa.gov. 20 21 3. Exemptions. The primary exemptions from this law are pellet stoves, central wood fired furnaces, antique stoves, masonry fireplaces, 22 and masonry heaters. 23 Removal and Destruction; DEQ Notification. An Uncertified Device must be entirely removed from the Property, including garages, 4. outbuildings, and shops. Woodstove retailers, chimney sweeps, or others may perform the removal and destruction. Sellers removing an 24 25 Uncertified Device themselves may take it directly to a metal scrap recycler or DEQ-approved landfill. Sellers must obtain a receipt from 26 the contractor or business verifying that the Uncertified Device has been destroyed, and then notify DEQ at their website: 27 www.deg.state.or.us/. Check the DEQ website at: www.oregon.gov/deg/Pages/index.aspx for the notification form confirming destruction of the Uncertified Device. Either form should then be (a) mailed or delivered to Oregon DEQ, Heat Smart Notification, 811 SW Sixth 8 29 Ave. Portland, OR 97204 or (b) faxed to Heat Smart Notification, 503-229-5675. Failure to remove or destroy an Uncertified Device at the 30 time of closing does not invalidate the sale. However, it may constitute a Class A Misdemeanor and/or result in a civil fine. See, ORS 31 468A.990. 32 Responsibility. Seller is primarily responsible for removal and destruction of an Uncertified Device located on the Property unless Buyer accepts 5. written responsibility for removal and destruction. (To accept this responsibility, Buyer must initial below.) 33 34 By initialing here, Buyer expressly accepts responsibility and acknowledges the Uncertified Device must be both removed and destroyed by Buyer within 30 days following the Closing Date. Buyer to verify with lender, if applicable, Buyer can accept this responsibility. 35 More Information. Contact: DEQ - Heat Smart Program, 811 SW Sixth Ave, Portland, OR 97204, Review ORS 468A.460 - 468A.515 or go to: 36 6. 37 www.oregon.gov/deg or www.deg.state.or.us 38 **Buyer Signature** Date a.m. p.m. ← 39 **Buyer Signature** Date a.m. p.m. ← Seller Signature Date a.m. p.m. ← 41 Seller Signature Date a.m. p.m. ← 42 **Buyer's Agent** Seller's Agent

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 Horsepower Real Estate, PO Box 490 Junction City, OR 97448
 Phone: 5415104601
 Fax:

 Lisa Jehnson
 Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5
 www.lwolf.com

	E	DI OREF Kitchen	Sale Agreement #	- 1 1		
1	Liea	WOODSTOVE/WOOD BURNING FIREPLACE INSERT	ADDENDUM			
2		This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer				
3	Buye					
4 5	Selle	r:		("the Property")		
6 7 8 9	Is the	LER REPRESENTATIONS TO BUYER. Seller represents the following: e woodstove or wood burning fireplace insert certified: Yes Wo Unknown ne or more Uncertified Device(s) are located on the Property. (Unless Buyer has signed accept es to remove and destroy the Uncertified Device(s) and to so notify DEQ by providing Certificate of t	ing responsibility at Se Destruction prior to Clo	action 5 below, Seller sing.)		
10	GEN	IERAL INFORMATION:				
11 12 13 14 15 16	structures" to remove and destroy uncertified solid fuel burning devices, such as woodstoves or fireplace inserts (collectively "Uncertified Device") prior to closing of the sale. A "residential structure" includes: (1) Any structure containing one or more dwelling units and is four stories or less above grade; (2) A condominium, rental residential unit, or other residential dwelling unit that is part of a larger structure, if the property interest in the unit is separate from the property interest in the larger structure.; (3) A modular home constructed off-site; (4) A manufacture					
17 18 19 20	2.	Certification Label. A certified device is one bearing a certification label located on the back and issued by the Oregon DEQ or U.S. Environmental Protection Agency ("EPA"), which means it has met certain particulate emission standards. If the device does not bear such a label, it is an "Uncertified Device" and <u>must</u> be removed from the Property <u>and</u> destroyed. Sellers who cannot access the back of their device may call the manufacturer or check the EPA's certified woodstove list at: <u>http://www2.epa.gov</u> .				
21 22	3.	Exemptions. The primary exemptions from this law are pellet stoves, central wood fired fur and masonry heaters.	naces, antique stoves	, masonry fireplaces,		
23 24 25 26 27 8 9 30 31	4.	4. Removal and Destruction; DEQ Notification. An Uncertified Device must be entirely removed from the Property, including garages outbuildings, and shops. Woodstove retailers, chimney sweeps, or others may perform the removal and destruction. Sellers removing a Uncertified Device themselves may take it directly to a metal scrap recycler or DEQ-approved landfill. Sellers must obtain a receipt from the contractor or business verifying that the Uncertified Device has been destroyed, and then notify DEQ at their website: www.deq.state.or.us/. Check the DEQ website at: www.oregon.gov/deq/Pages/index.aspx for the notification form confirming destruction of the Uncertified Device. Either form should then be (a) mailed or delivered to Oregon DEQ, Heat Smart Notification, 811 SW Sixt Ave, Portland, OR 97204 or (b) faxed to Heat Smart Notification, 503-229-5675. Failure to remove or destroy an Uncertified Device at the time of closing does not invalidate the sale. However, it may constitute a Class A Misdemeanor and/or result in a civil fine. See, OR: 468A.990.				
32 33	5.	Responsibility. Seller is primarily responsible for removal and destruction of an Uncertified Device written responsibility for removal and destruction. (To accept this responsibility, Buyer <u>must</u> initial b	located on the Property elow.)	unless Buyer accepts		
34 35		By initialing here, Buyer expressly accepts responsibility and acknowledges the Uncertified by Buyer within 30 days following the Closing Date. Buyer to verify with lender, if applicable, Buyer can a	d Device must be <u>both</u> r accept this responsibility.	emoved and destroyed		

36 More Information. Contact: DEQ - Heat Smart Program, 811 SW Sixth Ave, Portland, OR 97204, Review ORS 468A.460 - 468A.515 or go to: 6. 37 www.oregon.gov/deg or www.deg.state.or.us

38	Buyer Signature	Uate,	a.m p.m. ←
39	Buyer Signature	Date	a.mp.m. ←
40	Seller Signature	Date	a.m p.m. ←
42	Seller Signature possible the Seller Signature	2-12-1	a.m p.m. ←
42	Buyer's Agent Seller's	Agent_Lisa Jol	unson

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Horsepower Real Estate, PO Box 490 Junction City, OR 97448 Phone: 5415104601 Fax: Lisa Johnson Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com **OREF 046**

Sale Agreement # _



LEAD-BASED PAINT DISCLOSURE ADDENDUM

1	PROPERTY ADDRESS 78655 Territorial Hwy, Lorane, OR This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A copy of the completed							
2								
3	Addendum may be treated as an original. LEAD WARNING STATEMENT							
4	Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified such property							
5	may present exposure to lead from lead-based paint which may place young children at risk of developing lead poisoning. Lead							
7	poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced Intelligence quotient,							
8	behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in							
9	residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or							
10 11	inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.							
12	SELLER'S AGENT'S ACKNOWLEDGMENT							
13	Seller's Agent's Initials Required: Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of his/her							
14	responsibility to ensure compliance.							
15 16	 Seller must check either (a) or (b) below regarding presence of lead-based paint and/or lead-based paint hazards: 							
17	(a) ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).							
18								
19	(b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.							
20								
21 22	 Seller must check either (a) or (b) below regarding records and reports available to the Seller: (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards 							
23	in the housing (list documents below):							
24								
25 26	(b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.							
27	BUYER'S ACKNOWLEDGMENT:							
28	1. Buyer has received copies of all information listed at 2(a) above. Buyer Initials /							
29	2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home. Buyer Initials Required /							
30	3. Buyer must check either (a) or (b) below, confirming Buyer has:							
31 32	(a) Ursuant to the provisions contained in the "Lead Based Paint Inspection" section of the Real Estate Sale Agreement, received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint							
33	and/or lead-based paint hazards; or							
34	(b) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint							
35	hazards.							
36	RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD							
37	If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by							
38 39	Seller unless waived pursuant to Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real Estate Sale Agreement within ten (10) calendar days (or other mutually agreed upon period) which shall commence on the day following the date of delivery by							
40	Buyer giving written notice of cancellation to Seller. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to Buyer and							
41	this transaction shall be terminated.							
42	CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):							
43	The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true							
44	and accurate.							
45	Buyer Date Seller Seller Date Date							
	Sigslaw River Farms LLO							
46	Buyer Date ← Seller Date ←							
47	Buyer's Agent Date - Seller's Agent Dot Date 2/12/21							
	Lisa Johnson							
48	Buyer's Agent's Firm Horsepower Real Estate							
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