



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address **82545 Rattlesnake Rd, Dexter, OR 97431-9623**

INSTRUCTIONS TO THE SELLER

1 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
 2 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
 3 this disclosure statement and each attachment.

4 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
 5 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
 6 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
 7 Section 1.

8 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
 9 property or the buyer may revoke their offer to purchase any time prior to closing the transaction. Questions regarding the legal consequences of
 10 the seller's choice should be directed to a qualified attorney.

DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

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.

Initial only the exclusion you wish to claim.

_____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # _____ issued by _____.

_____ 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.

_____ The seller is a court appointed (Check only one): ☐ receiver ☐ personal representative ☐ trustee ☐ conservator ☐ guardian

_____ This sale or transfer is by a governmental agency.

Signature(s) of Seller(s) Claiming Exclusion

Seller _____ Date _____ ← Seller **Michele Thompson** Date _____ ←
Ed Thompson

Signature(s) of Buyer(s) Acknowledging Seller's Claim

Buyer _____ Date _____ ← Buyer _____ Date _____ ←

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

Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY) (ORS 105.465)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT **82545 Rattlesnake Rd, Dexter, OR 97431-9623** "THE PROPERTY."

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.

SELLER _____ Date 5/11/21 ← SELLER **Michele Thompson** Date 5-11-21 ←
Ed Thompson

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SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address 82545 Rattlesnake Rd, Dexter, OR 97431-9623

- 37 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN
 38 AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR
 39 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 ☒ is ☐ is not occupying the property.

I. SELLER'S REPRESENTATIONS :

- 42 The following are representations made by the seller and are not the representations of any financial institution having made, or may make, a loan
 43 pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer.

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

45 1. TITLE

- 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 estate
 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
 51 recent boundary changes? explained & attached ☒ Yes* ☐ No ☐ Unknown
 52 *E. Are there any rights of way, easements, licenses, access limitations or
 53 claims that may affect your interest in the property? attached ☒ 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
 56 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 *I. 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
 62 result in levy of additional taxes if the property is sold? ☐ Yes* ☒ No ☐ Unknown

63 2. WATER

- 64 A. Household water
 65 (1) The source of the water is (check ALL that apply): ☐ Public ☐ Community ☒ Private ☐ Other
 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 ☒ NA
 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? explained ☒ Yes* ☐ No ☐ Unknown ☐ NA

71 SELLER Ed Thompson Date 5/11/21 ← SELLER Michele Thompson Date 5-11-21

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- 72 *c) Is there an easement (recorded or unrecorded) for your access to or
 73 maintenance of the water source? attached ☒ 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? ☐ Yes ☒ 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? explained ☒ Yes ☐ No ☐ Unknown
 79 ☐ Leased ☐ Owned
- 80 B. Irrigation
 81 (1) Are there any ☐ water rights or ☐ other rights for the property? ☐ Yes ☒ No ☐ Unknown
 82 * (2) If any exist, has the irrigation water been used during the last five-year period? ☐ Yes* ☐ No ☐ Unknown ☒ NA
 83 * (3) Is there a water rights certificate or other written evidence available? ☐ Yes* ☐ No ☐ Unknown ☒ NA
- 84 C. Outdoor sprinkler system
 85 (1) Is there an outdoor sprinkler system for the property? ☒ Yes ☐ No ☐ Unknown
 86 (2) Has a back-flow valve been installed? ☐ Yes ☐ No ☒ Unknown ☐ NA
 87 (3) Is the outdoor sprinkler system operable? ☒ Yes ☐ No ☐ Unknown ☐ NA
- 88 3. SEWAGE SYSTEM
 89 A. Is the property connected to a public or community sewage system? ☐ Yes ☒ No ☐ Unknown
 90 B. 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
 92 (1) If yes, when was the system installed? 1973 ☐ 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? explained ☒ 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? Approx. 2017 ☐ NA
 98 (6) Does the system have a pump? ☐ Yes ☒ No ☐ Unknown ☐ NA
 99 (7) Does the system have a treatment unit such as a sand filter or an aerobic unit? ☐ Yes ☒ No ☐ Unknown ☐ NA
 100 (8) *Is a service contract for routine maintenance required for the system? ☐ Yes ☒ No ☐ Unknown ☐ NA
 101 (9) Are all components of the system located on the property? ☒ Yes ☐ No ☐ Unknown ☐ NA
 102 *D. Are there any sewage system problems or needed repairs? ☐ Yes* ☒ No ☐ Unknown
 103 E. Does your sewage system require on-site pumping to another level? ☐ Yes ☒ No ☐ Unknown

104 SELLER [Signature] Date 5/11/21 ← SELLER [Signature] Date 5-11-21
 Ed Thompson Michele Thompson

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105 4. DWELLING INSULATION

106 A. Is there insulation in the:

107 (1) Ceiling? ☒ Yes ☐ No ☐ Unknown

108 (2) Exterior Walls? ☒ Yes ☐ No ☐ Unknown

109 (3) Floors? ☒ Yes ☐ No ☐ Unknown

110 B. Are there any defective insulated doors or windows? ☐ Yes ☒ No ☐ Unknown

111 5. DWELLING STRUCTURE

112 *A. Has the roof leaked? ☐ Yes* ☒ No ☐ Unknown

113 If yes, has it been repaired? ☐ Yes ☐ No ☐ Unknown ☒ NA

114 B. 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? Regency

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
124 (EPA) or the Department of Environmental Quality (DEQ) affixed to it? ☐ Yes* ☐ 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)? ☐ Yes* ☒ No ☐ Unknown

128 *If yes, explain on attached sheet the frequency and extent of problem and any insurance claims, repairs or remediation done.

129 H. 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

140 SELLER Ed Thompson Date 5/11/21 ← SELLER Michele Thompson Date 5-11-21

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141 6. DWELLING SYSTEMS AND FIXTURES

142 If the following systems or fixtures are included in the purchase price, are they in good working order on the date this form is signed by Seller?

- 143 A. Electrical system, including wiring, switches, outlets and service..... ☒ Yes ☐ No ☐ Unknown
- 144 B. 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 H. Heating and cooling systems
- 151 (1) Heating systems..... ☒ Yes ☐ No ☐ Unknown ☐ NA
- 152 (2) Cooling systems ☒ Yes ☐ No ☐ Unknown ☐ NA
- 153 I. Security system ☐ Owned ☐ Leased..... ☐ Yes ☐ No ☐ Unknown ☒ NA
- 154 J. Are there any materials or products used in the systems and fixtures
- 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 ☒ NA
- 160 (4) Have claims been filed for this product by you or by previous owners?..... ☐ Yes ☐ No ☐ Unknown ☒ NA
- 161 If yes, when? _____
- 162 (5) Was money received? ☐ Yes ☐ No ☐ Unknown ☒ NA
- 163 (6) Were any of the materials or products repaired or replaced? ☐ Yes ☐ No ☐ Unknown ☒ NA

164 7. COMMON INTEREST

- 165 A. Is there a Home Owners' Association or other governing entity?..... ☐ Yes ☒ No ☐ Unknown
- 166 Name of Association or Other Governing Entity _____
- 167 Contact Person _____
- 168 Address _____ Phone Number _____
- 169 B. 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,
- 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 Ed Thompson Date 5/11/21 ← SELLER Michele Thompson Date 5-11-21

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176 F. Is the property in violation of recorded covenants, conditions and
 177 restrictions or in violation of other bylaws or governing rules, whether recorded or not?.... ☐ Yes ☒ No ☐ Unknown ☐ NA

178 8. SEISMIC

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. GENERAL

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 B. 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 H. Has the property ever been used as an illegal drug manufacturing or distribution site? ☐ Yes ☒ No ☐ Unknown

194 *If yes, was a Certificate of Fitness issued? ☐ Yes* ☐ No ☐ Unknown ☒ NA

195 I. Has the property been classified as forestland-urban interface?..... ☐ Yes ☐ No ☒ Unknown

196 10. FULL DISCLOSURE BY SELLER(S)

197 *A. Are there any other material defects affecting this property or its value that
 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 problem and any insurance claims, repairs or
 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 1 Number of pages of explanations are attached.

204 Seller Ed Thompson Date 5/11/21 ← Seller Michele Thompson Date 5-11-21 ←

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II. BUYER'S ACKNOWLEDGMENT:

- 205 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
 206 by utilizing diligent attention and observation.
- 207 B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are
 208 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
 209 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
 210 institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or
 211 inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.
- 212 C. Buyer (which term includes all persons signing the "Buyer's Acknowledgment" portion of this disclosure statement below) hereby
 213 acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature(s).

214 DISCLOSURES, 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 HAVE FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY
 217 DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S
 218 DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

219 **BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT.**

220 Buyer _____ Date _____ ← Buyer _____ Date _____ ←

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

222 _____ Real Estate Agent Date received by Agent _____

223 _____ Real Estate Firm

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Seller's Property Disclosure Statement Addendum

1 Property Address 82545 Rattlesnake Rd, Dexter, OR 97431-9623

2 (Responses marked "yes" on items with an * require a written explanation. See below)

3 Question # Line 51

4 Details:

5 **Farnsworth/Brown own parcels on the north, east, and south borders of subject lot. 1) See Boundary agreement/easement**
 6 **for Upper Barn area. 2) See subject property Driveway Easement for sharp corner on driveway. 3) It is understood**
 7 **between parties that the Brown/Farnsworth properties have an easement on the subject property driveway to access their**
 8 **east adjacent lot. A new easement may be recorded prior to close of escrow to clarify this arrangement.**

10 Attachment Identified as _____

11 Question # Line 69

12 Details:

13 **Seller owns the well on south adjacent property and has easement to access, see attached conveyance # 8949764.**
 14 **Easement exists for access to well, owner responsible for all repairs and maintenance to well, pump and structure.**

18 Attachment Identified as _____

19 Question # Line 78

20 Details:

21 **Arsenic filtration under kitchen sink and for ice maker.**

26 Attachment Identified as _____

27 Question # Line 94

28 Details:

29 **Lines from septic tank and rain field repaired in 2017. Seller believes the septic was installed with a permit. Buyer to**
 30 **verify.**

34 Attachment Identified as _____

35 Question # Line 122

36 Details:

37 **Woodstove permit attached**

42 Attachment Identified as _____

43 SELLER Ed Thompson Date 5/12/2021 10:38 AM PDT SELLER Michelle Thompson Date 5/12/2021 10:51 AM PDT

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upper barn 9128803



pump house
for subject
property
8949764

sharp corner
on driveway
8949763

8949763

GRANT OF EASEMENT

This agreement is made and entered into this 10 day of November 1989, by and between MICHELE A. THOMPSON and EDWARD L. THOMPSON, husband and wife, herein referred to as "Thompson" and GWENDOLYN I. FARNSWORTH, herein referred to as "Farnsworth."

RECITALS:

8421NOV.02'89H03REC 20.00
8421NOV.02'89H03PFUND 10.00

WHEREAS, as of the date of this agreement, Farnsworth has sold to Thompson, and Thompson is the owner of that certain property in Lane County, Oregon more particularly described as:

The South half of the East half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: The North 60.00 feet of the North one-half of the East half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: The North 60.00 feet of the North one-half of the West one-half of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: Beginning at the iron pipe set in that survey recorded at the office of the County Surveyor, Lane County, Oregon, under survey No. 15814 to mark the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian; thence South 89° 38' 53" West 662.78 feet along the South line of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of said Section to the Southwest corner thereof; thence North 0° 11' 56" East 600.38 feet along the West line of said Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter to the True Point of Beginning; thence North 0° 11' 56" East 60.00 feet along said West line to an iron pin marking the Northwest corner of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter; thence South 89° 30' 11" West 408.48 feet along the South line of the Northwest one-quarter of the Northeast one-quarter of the Northeast one-quarter of said Section 19 to its intersection with the Easterly right of way line of Rattlesnake Road; thence South 36° 20' 50" East 74.02 feet along said right of way line to a point; thence North 89° 30' 11" East 364.39 feet to the true point of beginning.

Tax Lot No. 19 01 19 00101
Tax Acct. No. 1059755

8949763

herein referred to as Parcel I.

WHEREAS, Farnsworth is the owner of the following described property situated in Lane County, Oregon, to-wit:

The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4; and the south 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 20 Township 19 South Range 1 West of the Willamette Meridian, all in Lane County, Oregon.

Tax Lot No.
Tax Acct No.

hereinafter referred to as Parcel II.

WHEREAS, Parcel I and Parcel II are adjacent to each other along the eastern boundary of Parcel I.

WHEREAS, a portion of the existing outbuilding sold to Thompson as parcel I, and a portion of the existing driveway running between Parcel I and the public roadways is located on parcel II.

WHEREAS, as part of the sale of Parcel I to Thompson by Farnsworth, and in partial consideration of the purchase price for the property paid by Thompson, Farnsworth has agreed to grant to Thompson an easement over that portion of Parcel II which includes the driveway, the outbuilding, the property lying between the driveway and Parcel I, the Property lying between the outbuilding and Parcel I and 10 feet of land around the driveway and outbuilding, pursuant to the terms of this agreement.

W I T N E S S E T H :

WHEREFORE in consideration for the mutual covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement: Farnsworth hereby Grants and conveys to Thompson, their heirs, successors and assigns, an easement over that portion of Parcel II comprised of the existing driveway which runs across Parcel II from Parcel I and back onto Parcel I, the land upon which is constructed an existing outbuilding sold to Thompson as part of the sale of Parcel I, the land on Parcel II between the driveway and Parcel I, the land on Parcel II between the outbuilding and Parcel I, and the land comprising 10 feet from any portion of the existing driveway or outbuilding.

2. Use of Easement: Thompson shall have the right to use the easement for the purposes of ingress and egress across Parcel II to the two areas of Parcel I, maintenance of the existing driveway, use of the outbuilding in any lawful manner, and maintenance of the outbuilding. Thompson agrees that they shall construct no additional improvements on the easement except for the purpose of improving or maintaining the existing outbuilding.

8949763

3. Maintenance: All costs incurred in maintaining the existing driveway and outbuilding, together with the other property which comprises the easement herein granted shall be the responsibility of Thompson.

4. Consideration: The parties herein acknowledge that the grant of the easement is part of the transaction wherein Thompson has purchased the property from Farnsworth, and is part of the consideration for the purchase price paid by Thompson.

5. Easement to Run with the Land: The easement granted by Farnsworth to Thompson and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

6. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns.

7. Delivery of Agreement: Delivery to Thompson by Farnsworth of this instrument is hereby acknowledged.

8. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the nonbreaching party shall have the right to pursue any and all remedies available, both at law or in equity.

9. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

10. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

11. Preparation of Contract: This contract has been prepared by Hamilton W. Budge, Jr., of Naslund, Budge & Ford as attorney for Thompson. Farnsworth should seek the advice of her own attorney in regard to this contract.

12. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable


3 - Grant of Easement

8949763

attorneys' fees incurred by said prevailing party as a result of the breach.

13. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in duplicate at Eugene, Oregon, on the day and year first above written.


EDWARD L. THOMPSON


GWENDOLYN I. FARNSWORTH

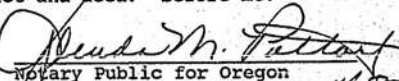

MICHELE A. THOMPSON

STATE OF OREGON)
: ss.
County of Lane)

November, 1989

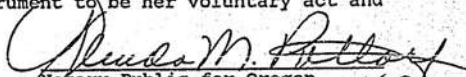
Personally appeared the above-named MICHELE A. THOMPSON and EDWARD L. THOMPSON, husband and wife, who acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

STATE OF OREGON)
: ss.
County of Lane)


Notary Public for Oregon
My commission expires: 10-14-93

November, 1989

Personally appeared the above-named GWENDOLYN I. FARNSWORTH, who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:


Notary Public for Oregon
My commission expires: 10-14-93

4 - Grant of Easement

8949763

State of Oregon,
County of Lane--ss.
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

2 NOV 89 2:35

Reel **1601R**

Lane County OFFICIAL Records
Lane County Clerk

By: John E. Fier
County Clerk

8949763

8949764

GRANT OF EASEMENT AND PROFIT

25-
10-
This agreement is made and entered into this 12 day of November, 1989, by and between MICHELE A. THOMPSON and EDWARD L. THOMPSON, husband and wife, herein referred to as "Thompson" and GWENDOLYN I. FARNSWORTH, herein referred to as "Farnsworth."

RECITALS:

8421NDV.02'89H03REC 25.00
8421NDV.02'89H03PFUND 10.00

WHEREAS, as of the date of this agreement, Farnsworth has sold to Thompson, and Thompson is the owner of that certain property in Lane County, Oregon more particularly described as:

The South half of the East half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: The North 60.00 feet of the North one-half of the East half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: The North 60.00 feet of the North one-half of the West one-half of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: Beginning at the iron pipe set in that survey recorded at the office of the County Surveyor, Lane County, Oregon, under survey No. 15814 to mark the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian; thence South 89° 38' 53" West 662.78 feet along the South line of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of said Section to the Southwest corner thereof; thence North 0° 11' 56" East 600.38 feet along the West line of said Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter to the True Point of Beginning; thence North 0° 11' 56" East 60.00 feet along said West line to an iron pin marking the Northwest corner of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter; thence South 89° 30' 11" West 408.48 feet along the South line of the Northwest one-quarter of the Northeast one-quarter of the Northeast one-quarter of said Section 19 to its intersection with the Easterly right of way line of Rattlesnake Road; thence South 36° 20' 50" East 74.02 feet along said right of way line to a point; thence North 89° 30' 11" East 364.39 feet to the true point of beginning.

Tax Lot No. 19 01 19 00101
Tax Acct. No. 1059755

herein referred to as Parcel I.

8949764

WHEREAS, Farnsworth is the owner of the following described property situated in Lane County, Oregon, to-wit:

The North 1/2 of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 South Range 1 West of the Willamette Meridian, all in Lane County, Oregon.

ALSO: The North 1/2 of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 South, Range 1 West of the Willamette Meridian, all in Lane County, Oregon.

EXCEPTING THEREFROM the North 60 feet of the entire above described parcel.

All in Lane County, Oregon.

Tax Lot Nos. 19 01 19 00102
19 01 19 01200

Tax Acct. Nos. 1059763
819704

hereinafter referred to as Parcel II.

WHEREAS, Parcel II is adjacent to Parcel I along the eastern 660 feet of the southern boundary of Parcel I.

WHEREAS, there currently exist on Parcel II a well with a pump, and underground piping which well, pump and piping supply water for domestic and irrigation use by Thompson as the owner of Parcel I.

WHEREAS, as part of the sale of Parcel I to Thompson by Farnsworth, and in partial consideration of the purchase price for the property paid by Thompson, Farnsworth has agreed to transfer to Thompson all rights regarding the use and ownership of the well, pump and piping, and further to grant to Thompson an easement across Parcel II for the well and piping from the well to Parcel I as set forth in this agreement.

W I T N E S S E T H :

WHEREFORE in consideration for the mutual covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Conveyance of Personal Property; Easement: Farnsworth hereby conveys and grants to Thompson all of her right, title, and interest, free and clear of all encumbrances, in and to the existing pump and pipeline situated in and from the existing well located on Parcel II and further agrees to grant and convey to Thompson, their heirs successors and assigns, an easement over and across that portion of Parcel II including the existing well, pipeline and power

2 - Grant of Easement and Profit

8949764

lines to the well, together with such additional land as is deemed reasonably necessary for Thompson to gain access to the well, pipeline and power lines for the purpose of maintaining them.

2. Conveyance of Profit: Farnsworth, her heirs, successors and assigns further conveys and grants to Thompson, their heirs, successors and assigns, a profit, entitling Thompson, their heirs, successors, and assigns to the use of the water taken from well the existing well, situated upon the above-described easement, as Thompson, their heirs, successors and assigns shall require for domestic and irrigation purposes upon Parcel I, PROVIDED HOWEVER, that this profit is only granted for the following portion of Parcel II owned by Farnsworth:

The North 1/2 of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 19 South, Range 1 West of the Willamette Meridian, excepting the North 60 feet thereof, in Lane County, Oregon. (Tax Lot 19 01 19 01200)

3. Consideration: The parties herein acknowledge that the grant of the easement and profit is part of the transaction wherein Thompson has purchased the property from Farnsworth, and is part of the consideration for the purchase price paid by Thompson.

As additional consideration, Thompson hereby grants to Farnsworth, her heirs, successors and assigns the right to take from the well, sufficient water to meet the needs of up to ten head of cattle if said cattle are situated on Parcel II, provided that such water shall not be used to irrigate Parcel II.

4. Maintenance: It is agreed by the parties that all costs of maintaining and repairing the well, pump, pipeline and power lines shall be the responsibility of Thompson. all costs of running the well, including but not limited to the electricity for the pump shall be paid by Thompson.

5. Easement and Profit to Run with the Land: The easement and profit granted by Farnsworth to Thompson and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

6. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns.

7. Delivery of Agreement: Delivery to Thompson by Farnsworth of this instrument is hereby acknowledged.

8. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the non-breaching party shall have the right to pursue any and all remedies available, both at law

3 - Grant of Easement and Profit

or in equity.

8949764

9. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

10. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

11. Preparation of Contract: This contract has been prepared by Hamilton W. Budge, Jr., of Naslund, Budge & Ford as attorney for Thompson. Farnsworth should seek the advice of her own attorney in regard to this contract.

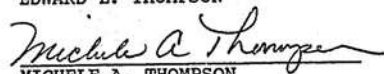
12. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable attorneys' fees incurred by said prevailing party as a result of the breach.

13. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in duplicate at Eugene, Oregon, on the day and year first above written.


EDWARD L. THOMPSON


GWENDOLYN I. FARNSWORTH


MICHELE A. THOMPSON

STATE OF OREGON)
 : ss.
County of Lane)

, 1989

Personally appeared the above-named MICHELE A. THOMPSON and EDWARD L. THOMPSON, husband and wife, who acknowledged the foregoing

4 - Grant of Easement and Profit

8949764

instrument to be their voluntary act and deed. Before me:



STATE OF OREGON)
: ss.
County of Lane)

Alinda M. Patton
Notary Public for Oregon
My commission expires: 10-14-93

November 1, 1989

Personally appeared the above-named GWENDOLYN I. FARNSWORTH, who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Alinda M. Patton
Notary Public for Oregon
My commission expires: 10-14-93

8949764

State of Oregon,
County of Lane-ss.
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

2 NOV 89 2:35

1601R

Reel

Lane County OFFICIAL Records.
Lane County Clerk

By: *John E. Fow*
County Clerk

5 - Grant of Easement and Profit

Upper Barn

20
20
20
9128803

ELT 1991-6

GRANT OF EASEMENT

This agreement is made and entered into this 2nd day of June, 1990, by and between MICHELE A. THOMPSON and EDWARD L. THOMPSON, husband and wife, herein referred to as "Thompson" and GWENDOLYN I. FARNSWORTH, herein referred to as "Farnsworth."

2795JUN.20'91#01REC 20.00

R E C I T A L S :

WHEREAS, Thompson is the owner of that certain property in Lane County, Oregon, more particularly described as:

2795JUN.20'91#01PFUND 10.00

The South half of the East half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: The North 60.00 feet of the North one-half of the East half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian,

ALSO: The North 60.00 feet of the North one-half of the West one-half of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian, 2795JUN.20'91#01A&T FUND 20.00

ALSO: Beginning at the iron pipe set in that survey recorded at the office of the County Surveyor, Lane County, Oregon, under survey No. 15814 to mark the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 19 South, Range 1 West of the Willamette Meridian; thence South 89° 38' 53" West 662.78 feet along the South line of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter of said Section 19 to the Southwest corner thereof; thence North 0° 11' 56" East 600.38 feet along the West line of said Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter to the True Point of Beginning; thence North 0° 11' 56" East 60.00 feet along said West line to an iron pin marking the Northwest corner of the Southeast one-quarter of the Northeast one-quarter of the Northeast one-quarter; thence South 89° 30' 11" West 408.48 feet along the South line of the Northwest one-quarter of the Northeast one-quarter of the Northeast one-quarter of said Section 19 to its intersection with the Easterly right of way line of Rattlesnake Road; thence South 36° 20' 50" East 74.02 feet along said right of way line to a point; thence North 89° 30' 11" East 364.39 feet to the true point of beginning.

Tax Lot No. 19 01 19 00101

herein referred to as Parcel I.

1 - Grant of Easement

9128803

WHEREAS, Farnsworth is the owner of the following described property situated in Lane County, Oregon, to-wit:

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; of Section 19 Township 19 South Range 1 West of the Willamette Meridian, all in Lane County, Oregon.

Tax Lot No. 19 01 19 00100

hereinafter referred to as Parcel II.

WHEREAS, Parcel I and Parcel II are adjacent to each other along the northern boundary of Parcel I.

WHEREAS, there exists on Parcel II a roadway which enters onto Parcel II from Parcel I and is all located within the southern 60 feet of Parcel II.

WHEREAS, Thompson desires to use said existing roadway and to construct a barn over that portion of Parcel II lying directly to the south of the roadway between the roadway and the common boundary between Parcel I and Parcel II.

WHEREAS, Farnsworth has agreed to grant to Thompson an easement over that portion of Parcel II which includes the roadway and the property lying between the driveway and Parcel I as more particularly described hereinbelow pursuant to the terms of this agreement.

W I T N E S S E T H :

WHEREFORE in consideration for the mutual covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement: Farnsworth hereby Grants and conveys to Thompson, their heirs, successors and assigns, an easement over that southern 60 feet of Parcel II comprised of the existing roadway which runs to Parcel II from Parcel I and the land on Parcel II between the roadway and Parcel I lying directly to the south of any portion of the roadway.

It is specifically acknowledged that any land lying to the east, west, or north of the existing roadway shall not be included in this easement even if said property is within the southern 60 feet of Parcel II.

2. Use of Easement: Thompson shall have the right to use the easement for the purposes of ingress and egress into Parcel II along the existing roadway, maintenance of the existing roadway, construction and use in any lawful manner of a barn, and maintenance of the barn and surrounding area located within the easement. Thompson agrees that they shall construct no additional improvements on the easement except for the purpose of improving or maintaining the barn to be constructed pursuant to this agreement.

9128803

3. Maintenance: All costs incurred in maintaining the existing roadway and barn, together with the other property which comprises the easement herein granted shall be the responsibility of Thompson.

4. Consideration: The parties herein acknowledge that the consideration for the grant of the easement shall be the some of \$10.00, receipt of which is hereby acknowledged by Farnsworth.

5. Easement to Run with the Land: The easement granted by Farnsworth to Thompson and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

6. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns.

7. Delivery of Agreement: Delivery to Thompson by Farnsworth of this instrument is hereby acknowledged.

8. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the nonbreaching party shall have the right to pursue any and all remedies available, both at law or in equity.

9. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

10. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

11. Preparation of Contract: This contract has been prepared by Hamilton W. Budge, Jr., of Naslund, Budge & Ford as attorney for Thompson. Farnsworth should seek the advice of her own attorney in regard to this contract.

12. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable attorneys' fees incurred by said prevailing party as a result of the breach.

9128803

13. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in duplicate at Eugene, Oregon, on the day and year first above written.

Edward L. Thompson
EDWARD L. THOMPSON

Gwendolyn I. Farnsworth
GWENDOLYN I. FARNSWORTH

Michele A. Thompson
MICHELE A. THOMPSON

STATE OF OREGON)
: ss.
County of Lane)

June 19, 1990

Personally appeared the above-named MICHELE A. THOMPSON and EDWARD L. THOMPSON, husband and wife, who acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

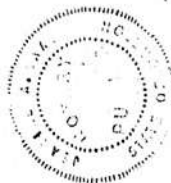
Halt W. Bull
Notary Public for Oregon
My commission expires: 2-23-91

STATE OF OREGON)
: ss.
County of Lane)

May 15, 1990

Personally appeared the above-named GWENDOLYN I. FARNSWORTH, who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Jeannie A. Sams
Notary Public for Oregon, Lane County
My commission expires: 8/20/93



4 - Grant of Easement

9128803

1702R

9128803

State of Oregon,
County of Lane-ss.
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

20 JAN 91 1:24

Reel 1702R

Lane County OFFICIAL Records.
Lane County Clerk

By:

John E. Fawcett
County Clerk



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 Buyer: _____
- 4 Seller: Ed Thompson, Michele Thompson
- 5 The real property is identified as: 82545 Rattlesnake Rd, Dexter, OR 97431-9623 ("the Property")
- 6 **SELLER REPRESENTATIONS TO BUYER.** Seller represents the following:
- 7 Is the woodstove or wood burning fireplace insert certified: ☐ Yes ☒ No ☐ Unknown
- 8 ☒ One or more Uncertified Device(s) are located on the Property. (Unless Buyer has signed accepting responsibility at Section 5 below, Seller
- 9 agrees to remove and destroy the Uncertified Device(s) and to so notify DEQ by providing Certificate of Destruction prior to Closing.)

10 GENERAL INFORMATION:

- 11 1. **Remove and Destroy Before Closing.** As of August 1, 2010, Oregon law (ORS 468A.460 - 468A.515) requires all sellers of "residential
- 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
- 20 may call the manufacturer or check the EPA's certified woodstove list at: <http://www2.epa.gov>.
- 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 4. **Removal and Destruction; DEQ Notification.** An Uncertified Device must be entirely removed from the Property, including garages,
- 24 outbuildings, and shops. Woodstove retailers, chimney sweeps, or others may perform the removal and destruction. Sellers removing an
- 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.deq.state.or.us/. Check the DEQ website at: www.oregon.gov/deq/Pages/index.aspx for the notification form confirming destruction
- 28 of the Uncertified Device. Either form should then be (a) mailed or delivered to Oregon DEQ, Heat Smart Notification, 811 SW Sixth
- 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 5. **Responsibility.** Seller is primarily responsible for removal and destruction of an Uncertified Device located on the Property unless Buyer accepts
- 33 written responsibility for removal and destruction. (To accept this responsibility, Buyer **must** initial below.)
- 34 / By initialing here, Buyer expressly accepts responsibility and acknowledges the Uncertified Device must be **both** removed and destroyed
- 35 by Buyer within 30 days following the Closing Date. Buyer to verify with lender, if applicable, Buyer can accept this responsibility.
- 36 6. **More Information.** Contact: DEQ - Heat Smart Program, 811 SW Sixth Ave, Portland, OR 97204, Review ORS 468A.460 - 468A.515 or go to:
- 37 www.oregon.gov/deq or www.deq.state.or.us

38 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

39 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

40 Seller Signature Ed Thompson Date 5/11, 2021 10 a.m. _____ p.m. ←41 Seller Signature Michele Thompson Date 5/11, 2021 a.m. 3 p.m. ←42 Buyer's Agent _____ Seller's Agent Lisa Johnson

This form has been licensed for use solely by Lisa Johnson pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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OREF 046



Wood Stove & Fireplace Insert INSTALLATION APPROVAL



This is a request for a

☐ Wood Stove
☒ New

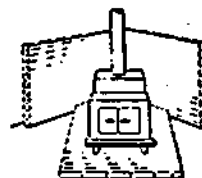
☒ Fireplace Insert
☐ Existing

APPLICATION NO.

5003-89

Township <u>19</u>	Range <u>01</u>	Section <u>19</u>	1/4 Section	Tax Lot <u>101</u>	Subdivision / Partition	Lot / Block / Parcel
Location address <u>82545 Rattlesnake Road, Dexter 97440</u>						
This appliance will be installed in: <input checked="" type="checkbox"/> Single Family Dwelling <input type="checkbox"/> Mobile Home <input type="checkbox"/> OTHER						
Directions to site from Courthouse <u>HWY #5860 EAST TO RATTLESNAKE Rd. Then RIGHT 2 MILES, 1ST DRIVE AFTER DISPOSAL SITE</u>						
APPLICANT <u>ED & MICHELE THOMPSON</u>					PHONE <u>747-1741</u>	
PROPERTY OWNER					PHONE <u>SAME</u>	
INSTALLER <u>MEDGLEY'S</u>					License # <u>#19364</u>	

CIRCLE THE
DRAWING
THAT MOST
CLOSELY
REPRESENTS
THIS
INSTALLATION



WOOD STOVE & FIREPLACE INSERT CONSTRUCTION

STOVE MANUFACTURED BY REGENCY MODEL R14

A. Unit is listed by ☒ UL ☐ ICBO Other WARNDOCH HERSEY

B. Chimney type ☐ Factory ☒ Lined Masonry ☐ Unlined Masonry

C. Chimney installed? ☐ YES ☐ NO + SAFE-T-LINER

FREE STANDING INSTALLATION DIMENSIONS (In Inches)

1 Side of unit to protected wall _____", (unprotected wall) _____"

2 Rear of unit to protected wall _____", (unprotected wall) _____"

3 Corner of unit to protected wall _____", (unprotected wall) _____"

4 Floor protection is _____" thick. Material is _____"

5 Floor protection at side of unit _____", rear _____", front _____"

6 Height of wall protection is _____". Material is _____"

7 Length of wall protection at side of unit _____", rear _____"

8 Air space between protection and wall _____"

9 Dia. of vent connector or stovepipe _____" Type ☐ Factory ☐ 26 ga metal

NOT
REQUIRED
FOR
FIREPLACE
INSERTS

PLANNING CHECK

By M.L.C. Date 10-18-89 ZONE RR/5

SPARK ARRESTOR REQUIRED ☐ YES ☒ NO

ADDRESSING CHECK

By Carol Date 10-19-89 ☒ VALID ☐ NEW

CORRECTION NOTICE ISSUED ☐ YES ☐ NO

INSTALLATION APPROVED FOR USE

By [Signature] Date 1 Dec 89

Building Program / Land Management Division / Public Works Department / 125 E. 8th Ave. Eugene, OR 97401



Wood Stove & Fireplace Insert CORRECTION NOTICE



Application No.

3003-89

T 19 R 01 S 19 1/4 S TL 101 Sub / Part Lot / Block / Parcel

Name ED THOMPSON

Address 82545 RATTLESNAKE Rd.

REFERENCE State of Oregon Mechanical Specialty Code and Mechanical Fire and Life Safety Regulations Unsafe Equipment

SECTION 202 Any equipment regulated by this code, which is unsafe or constitutes a fire or health hazard or is otherwise dangerous to human life is, for the purpose of this section, unsafe. Any use of equipment regulated by this code constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use. Any such unsafe equipment is hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition or removal... As an alternative, the building official... may institute any other appropriate action to prevent, restrain, correct or abate the violation.

REQUIRED CORRECTIONS

Oregon State Law allows a maximum of 180 days for the following corrections to be completed:

Open wall above mantel area so
clearances can be inspected.

NO - CLEARANCES 10-31-89 

It is understood that correction of the listed items above is required to be completed (within 180 days) prior to calling for the required re-inspection, and that the re-inspection shall be completed and the installation APPROVED by the Inspector PRIOR TO ANY USE OF THE APPLIANCE.

Applicant signature: 
(May be: Contractor, Installer, Owner, Renter)

Date 10-30-89

Inspector signature: 

Date 10-30-89

CALL FOR INSPECTION PH 687-4065.

INSPECTOR'S PHONE

687-4462

Land Management Division, Building Program, 125 E. 8th Ave., Eugene, OR 97401

LEAD-BASED PAINT DISCLOSURE ADDENDUM

1 PROPERTY ADDRESS 82545 Rattlesnake Rd, Dexter, OR 97431-9623

2 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
3 Addendum may be treated as an original.

LEAD WARNING STATEMENT

4
5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified such property
6 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 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for
11 possible lead-based paint hazards is recommended prior to purchase.

SELLER'S AGENT'S ACKNOWLEDGMENT:

12 Seller's Agent's Initials Required: kg Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of his/her
13 responsibility to ensure compliance.

SELLER'S DISCLOSURE

14 1. Seller must check either (a) or (b) below regarding presence of lead-based paint and/or lead-based paint hazards:

15 (a) ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).
16
17

18 (b) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
19

20 2. Seller must check either (a) or (b) below regarding records and reports available to the Seller:

21 (a) ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards
22 in the housing (list documents below):
23
24

25 (b) ☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
26

BUYER'S ACKNOWLEDGMENT:

27 1. Buyer has received copies of all information listed at 2(a) above. Buyer Initials _____ / _____

28 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. Buyer Initials Required _____ / _____

29 3. Buyer must check either (a) or (b) below, confirming Buyer has:

30 (a) ☐ Pursuant to the provisions contained in the "Lead Based Paint Inspection" section of the Real Estate Sale Agreement, received a
31 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint
32 and/or lead-based paint hazards; or

33 (b) ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint
34 hazards.
35

RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD

36 If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by
37 Seller unless waived pursuant to Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real Estate Sale
38 Agreement within ten (10) calendar days (or other mutually agreed upon period) which shall commence on the day following the date of delivery by
39 Buyer giving written notice of cancellation to Seller. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to Buyer and
40 this transaction shall be terminated.

CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):

41 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true
42 and accurate.

43 Buyer _____ Date _____ ← Seller Ed Thompson Date 5/7/21 ←

44 Buyer _____ Date _____ ← Seller Michele Thompson Date 5/7/21 ←

45 Buyer's Agent _____ Date _____ ← Seller's Agent Lisa Johnson Date 4/13/21 ←

46 Buyer's Agent's Firm _____ Seller's Agent's Firm Horsepower Real Estate

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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