

COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY  
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: \_\_\_\_\_ of \_\_\_\_\_ firm (the "Selling Firm") is the agent of (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Lilly Stormont of Evans Elder Brown & Seubert firm (the "Buying Firm") is the agent of \_\_\_\_\_ (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) City of Coburg C/O Anne Heath (sign) *Anne Heath* Date: 7-8-2020

Seller: (print) Julia E. Momeau Rev. Living Trust C/O Joe Momeau & Jeanne McKibben  
(sign) *Joe Momeau*  
*Jeanne McKibben* Date: 7-16-2020

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the "Execution Date"):

BETWEEN: Julia E. Momeau Rev. Living Trust C/O Joe Momeau & Jeanne McKibben ("Seller")
Address: 91430 Stallings Lane Eugene OR 97408
Home Phone:
Office Phone:
Fax No.:
E-Mail:

AND: City of Coburg C/O Anne Heath ("Buyer")
Address: PO Box 8316 Coburg Oregon 97408
Home Phone:
Office Phone:
Fax No.:
E-Mail:

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 91430 Stallings Lane in the City of Eugene, County of Lane, Oregon Map 16-03-29-00 Tax Lot 03100 legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Five Hundred Twelve Thousand Five Hundred dollars (\$512,500) (the "Purchase Price") which shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within Three (3) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$500 as earnest money, which shall be applicable but non-refundable, (the "Earnest Money") in the form of:

Promissory note (the "Note"); [X] Check; or [ ] Cash or other immediately available funds.

If the Earnest Money is being held by the [ ] Selling Firm [X] Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the [X] Escrow (as hereinafter defined) [ ] Selling Firm's Client Trust Account

49  Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such  
50 firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).  
51

52 (b) If the Earnest Money is in the form of a Note, it shall be due and payable  no later  
53 than 5:00 PM Pacific Time three (3) days after the Execution Date;  after satisfaction or waiver by Buyer of the  
54 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or  Other: \_\_\_\_\_. If the  
55 terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed  
56 and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's  
57 possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an  
58 action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.  
59

60 (c) The purchase and sale of the Property shall be accomplished through an escrow (the  
61 "Escrow") that Seller has established or will establish with Cascade Title and Escrow, 811 Willamette Street Eugene  
62 OR 97401 (the "Escrow Holder") within 5 days after the Execution Date. Except as otherwise provided in this  
63 Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii)  
64 the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1;  
65 and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.  
66

67 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at closing by  
68  cash or other immediately available funds; or  Other: \_\_\_\_\_. \$269,500 due at closing and the remaining  
69 \$242,500 shall be due and payable no later than December 31, 2023 (see addendum A).  
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71 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the  
72 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal  
73 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-  
74 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller  
75 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,  
76 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for  
77 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the  
78 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange  
79 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot  
80 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such  
81 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging  
82 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating  
83 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party  
84 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising  
85 out of the 1031 Exchange.  
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## 87 2. Conditions to Purchase.

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89 2.1 Buyer's obligation to purchase the Property is conditioned on the following:  
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91  None;

92  Within 60 days of the Execution Date, Buyer's approval of the results of (collectively, the  
93 "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the  
94 document review described in Section 4 below; and (c) The Buyers ability to establish a well  
95 with acceptable gallons per minute for public drinking water use; (d) Buyers review and  
96 acceptance of a Level I environmental report paid for and provided by the Buyer; (e) Buyer  
97 and Seller agreeing to a post-closing occupancy agreement (see addendum A); (f) Approval  
98 by all appropriate governmental agencies for Buyers intended use.

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- Within \_\_\_\_ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or
- Other \_\_\_\_ [Other conditions must be specifically identified].

The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within 7 days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's possession or control: including any documents relating to the physical, legal and economic aspects of the property in the sellers possession or reasonably attainable by the seller.

5. Title Insurance. Within 7 days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have 7 days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within 7 days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within 7 days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

149 6. Default: Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
150 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,  
151 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to  
152 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If  
153 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and  
154 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain  
155 the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the  
156 Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the  
157 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be  
158 entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the  
159 Property.

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161 7. Closing of Sale.  
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163 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
164 \_\_\_\_\_ or  Within 10 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in  
165 writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the  
166 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to  
167 Seller.  
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169 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds  
170 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall  
171 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign  
172 person" as such term is defined by applicable law and regulations.  
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174 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by  statutory warranty  
175 deed or  \_\_\_\_\_ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard  
176 ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee  
177 simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions  
178 contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form  
179 policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and  
180 any endorsements required by Buyer.  
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182 8. Closing Costs: Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer  
183 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the  
184 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees  
185 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom  
186 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,  
187 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing  
188 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the  
189 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to  
190 Tenancies shall be assigned and delivered to Buyer at Closing.  Seller  Buyer  N/A shall be responsible for  
191 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or  
192 program.  
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194 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)  
195 existing as of the Closing Date, to Buyer  on the Closing Date or  See Addendum A regarding post-closing  
196 occupancy agreement.  
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198           10. Condition of Property. Seller represents that Seller has received no written notices of violation of any  
199 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's  
200 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in  
201 the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,  
202 and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10  
203 and the attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results  
204 of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's  
205 Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and  
206 correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing  
207 for one (1) year.

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209           11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
210 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has  
211 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-  
212 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,  
213 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material  
214 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)  
215 any service contracts or other agreements affecting the Property that are not terminable at the Closing.

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217           12. Assignment. Assignment of this Agreement:  is PROHIBITED;  is PERMITTED, without consent  
218 of Seller;  is PERMITTED ONLY UPON Seller's written consent;  is PERMITTED ONLY IF the assignee is an  
219 entity owned and controlled by Buyer. Assignment is PROHIBITED, if no box is checked. If Seller's written  
220 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a  
221 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

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223           13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE  
224 FOLLOWING SHALL APPLY TO THIS AGREEMENT:

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226 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE  
227 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED  
228 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT  
229 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND  
230 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF  
231 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND  
232 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS  
233 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE \_\_\_\_ GEOGRAPHIC AREA (IF BLANK IS  
234 NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE  
235 COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,  
236 FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF  
237 THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION  
238 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,  
239 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS  
240 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY  
241 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS  
242 ACTION.

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244 \_\_\_\_\_  
245 Initials of Buyer

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244 \_\_\_\_\_  
245 Initials of Seller

246           14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,  
247 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an

248 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to  
249 this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party  
250 its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually  
251 incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the  
252 amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any  
253 appeal or review, and shall be in addition to all other amounts provided by law.

254 **15. Statutory Notice.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A  
255 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE  
256 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR  
257 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
258 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
259 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER  
260 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
261 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
262 OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS  
263 INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR  
264 ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK  
265 WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND  
266 BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR  
267 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON  
268 LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN Notice ORS 30.930, AND TO  
269 INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,  
270 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2  
271 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS  
272 2010

273 **16. Cautionary Notice About Liens.** UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
274 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
275 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
276 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
277 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
278 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
279 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
280 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

281  
282 **17. Brokerage Agreement.** For purposes of Sections 14 and 17 of this Agreement, the Agency  
283 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Buyer  
284 agrees to pay a commission to Buyers Firm in the amount of either:  \_\_\_\_\_ percent (\_\_\_\_%) of the Purchase  
285 Price or  Separate Agreement. Such commission shall be divided between Selling Firm and Buying Firm such  
286 that Selling Firm receives \_\_\_\_\_ percent (\_\_\_\_%) and Buying Firm receives \_\_\_\_\_ percent (\_\_\_\_%). Seller shall  
287 cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date  
288 or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and  
289 retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm  
290 may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of  
291 the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling  
292 Firm and the Buying Firm.

293  
294 **18. Notices.** Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
295 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
296 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
297 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following

298 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in  
299 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this  
300 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such  
301 notice will be deemed delivered on the next following business day.  
302

303 19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
304 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
305 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
306 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as  
307 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
308 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
309 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall  
310 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
311 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous  
312 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
313 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
314 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement.  
315 The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller  
316 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement  
317 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this  
318 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.  
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320 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed  
321 and construed by, the laws of the State of Oregon.  
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323 21. Lease(s) and Personal Property.

324  
325 21.1 Leases.

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327 21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller  
328 shall use commercially reasonable efforts to deliver to Buyer, at least \_\_\_\_ days (three (3) if not filled in) before  
329 the Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the  
330 Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no  
331 more than \_\_\_\_ days (fifteen (15) if not filled in) prior to the Closing Date and shall certify, among other things:  
332 (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the  
333 modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security  
334 deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed,  
335 stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the  
336 Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting  
337 forth the information required by this Section 21.1 and confirming the accuracy thereof.  
338

339 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by  
340 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's  
341 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").  
342

343 21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by  
344 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the  
345 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of  
346 Sale.  
347



348 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL  
349 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT  
350 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.  
351

352 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and  
353 incorporated within this Agreement:

- 354  Exhibit A – Legal Description of Property [REQUIRED]  
355  Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)  
356  Exhibit C – Bill of Sale (if applicable)  
357  Exhibit D – Lead Paint Disclosure Addendum (if applicable)  
358  Exhibit E – AS IS Exceptions (if applicable)  
359

360  
361 24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement  
362 on or before 5:00 PM Pacific Time on July 10, 2020, then the Earnest Money shall be promptly refunded to Buyer  
363 and thereafter, neither party shall have any further right or obligation hereunder.  
364

365 25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons  
366 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and  
367 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer  
368 hereinafter certifies that:  
369

370 25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
371 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated  
372 national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is  
373 enforced or administered by the Office of Foreign Assets Control; and  
374

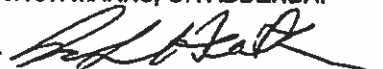
375 25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or  
376 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.  
377

378 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,  
379 losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of  
380 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller  
381 shall survive Closing or any termination of this Agreement.  
382

383 Buyer Signature:  Date: 7-8-2020  
384

385 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR  
386 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR  
387 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW  
388 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL  
389 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.  
390

391 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,  
392 INSERTION MARKS, OR ADDENDA.  
393

394 Buyer   
395 By 7-8-2020  
396  
397

398 Title City Administrator

399  
400 Date 7-8-2020

401

402

403 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in  
404 this Agreement.

405

406 Seller \_\_\_\_\_

407

408 By \_\_\_\_\_

409

410 Title \_\_\_\_\_

411

412 Date \_\_\_\_\_

413

414

**CRITICAL DATE LIST:**

415  
416  
417  
418  
419  
420  
421

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	_____
• Earnest Money due date (Section 1.2.1(a)):	_____
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before _____
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within _____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within _____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within _____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within _____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within _____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within _____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within _____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within _____ days of the Execution Date
• Closing Date (Section 7.1):	_____

422  
423

Initials of Buyer: \_\_\_\_\_  
Initials of Buyer: \_\_\_\_\_

Initials of Seller: \_\_\_\_\_  
Initials of Seller: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

*ATTACHED*

# Legal Description

Borrower			
Property Address	91430 Stallings Ln		
City	Eugene	County	Lane
		State	OR
		Zip Code	97408
Lender/Client			

After recording return to:  
Lee D. Kersten  
260 Country Club Road, Suite 210  
Eugene, OR 97401

Send Tax Statements to:  
Julia Emma Morneau, Trustee  
91430 Stallings Lane  
Eugene, Or 97408

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2001-077411



\$26.00

00234001200100774110010010

11/20/2001 10:11:45 AM

RPR-DEED Cnt=1 Str=7 CASHIER 07  
\$5.00 \$11.00 \$10.00

## WARRANTY DEED

Julia E. Morneau, Grantor, conveys and warrants to Julia Emma Morneau or her successor(s) in interest, as Trustee of the Julia E. Morneau Revocable Living Trust, (a revocable grantor-type trust without set expiration date) Grantee, dated November 19, 2001, the following-described real property:

From the Northeast corner of the Mannawether Brown Donation Land Claim No. 58 in Township 16 South, Range 3 West of the Willamette Meridian, run South 89° 55' West 29.52 chains; thence South 0° 11' West 43.9425 chains to the true point of beginning of this tract; thence South 0° 11' West 3.3725 chains; thence North 89° 55' East 14.83 chains; thence North 0° 5 1/4' East 3.3725 chains; thence South 89° 55' West 14.83 chains to the point of beginning, in Lane County, Oregon;

Save and except a roadway 20.0 feet wide along the East line as set out in deed recorded June 1, 1945, Book 289, Page 263, Lane County Oregon Deed Records.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.


The property is free from all encumbrances except those of record.

In construing this deed and where the context so requires, the singular includes the plural.

Grantor/Grantee certifies that said Trust is a revocable grantor-type trust under the terms of which the Grantor/Grantee continues to have authority to use, possess, and dispose of the subject property to the same degree as was had prior to this conveyance during the entirety of the life of Grantor/Grantee.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Grantor:

  
Julia E. Morneau

Dated November 19, 2001.

STATE OF OREGON, County of Lane )ss.

Personally appeared before me on November 19, 2001, the above-named Julia E. Morneau and acknowledged the foregoing instrument to be her voluntary act and deed.



  
Notary Public for Oregon

EXHIBIT B

1 RECORDING REQUESTED BY \_\_\_\_ AND \_\_\_\_  
2 WHEN RECORDED MAIL TO:  
3 Company: \_\_\_\_  
4 Address: \_\_\_\_  
5 City, State, Zip \_\_\_\_  
6

7 ASSIGNMENT OF LEASES

8  
9 THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this \_\_\_\_ day of  
10 \_\_\_\_, \_\_\_\_, by and between \_\_\_\_, a \_\_\_\_ ("Assignor"), and \_\_\_\_, a \_\_\_\_ ("Assignee").  
11

12 RECITALS

13  
14 This Assignment is entered into on the basis of and with respect to the following facts, agreements and  
15 understandings:  
16

17 A. On \_\_\_\_, \_\_\_\_, Assignor, as "Lessor," and \_\_\_\_, \_\_\_\_ as "Lessee," entered into a certain Lease,  
18 pursuant to which said Lessor leased to said Lessee certain real property in the City of \_\_\_\_, County of \_\_\_\_,  
19 State of \_\_\_\_ (the "Premises"), which Premises are a portion of the property more particularly described on  
20 Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter  
21 referred to as the "Lease."  
22

23 B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and  
24 conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign  
25 its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor  
26 under the Lease, all as more particularly set forth in this Assignment.  
27

28 NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements  
29 set forth herein, Assignor and Assignee agree as follows:  
30

31 1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs,  
32 personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the  
33 Lease.  
34

35 2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the  
36 assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully  
37 to perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the  
38 Effective Date (defined below).  
39

40 3. Effective Date. The effective date of this Assignment and each and every provision hereof is and  
41 shall be \_\_\_\_ (the "Effective Date"). (If no date is identified, the Effective Date shall be the date the deed  
42 from Assignor to Assignee is recorded.)  
43

44 4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably  
45 satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and  
46 each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses,  
47 damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission  
48 committed or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation

49 any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the  
50 Effective Date.

51

52 5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal  
53 representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to  
54 Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents,  
55 representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands,  
56 causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of  
57 or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal  
58 representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or  
59 default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

60

61 6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and  
62 inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and  
63 assigns.

64

65 7. Governing Law. This Assignment shall be construed and interpreted and the rights and  
66 obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

67

68 8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for  
69 convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any  
70 of the provisions hereof.

71

72 9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and  
73 masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

74

75 10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be  
76 deemed an original, but all of which together shall constitute one and the same instrument.

77

78 11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature  
79 whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the  
80 services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any  
81 dispute relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing  
82 or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and  
83 expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other  
84 proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses  
85 incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

86

87 IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set  
88 opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as  
89 of the date first above written.

90

91 ASSIGNOR: \_\_\_\_\_

92

93 ASSIGNEE: \_\_\_\_\_

94

95

96

*[Acknowledgement page follows.]*

97  
98  
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128

Acknowledgment for Assignor

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ a(n) \_\_\_\_\_, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Acknowledgment for Assignee

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ a(n) \_\_\_\_\_, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



EXHIBIT C  
BILL OF SALE

1  
2  
3  
4  
5 \_\_\_\_\_ a \_\_\_\_\_ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are  
6 hereby acknowledged, does hereby bargain, transfer, convey and deliver to \_\_\_\_\_, a \_\_\_\_\_ ("Buyer"), its  
7 successors and/or assigns:

8  
9 All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real  
10 property located at \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, which Personal Property is  
11 more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

12  
13 Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all  
14 encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has  
15 the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the  
16 title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of  
17 all persons claiming by or through Seller.

18  
19 IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY  
20 HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS  
21 OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE  
22 PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF  
23 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24  
25 Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

26  
27 IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this \_\_\_\_\_ day  
28 of \_\_\_\_\_.

29  
30 SELLER:

31  
32 \_\_\_\_\_

33  
34  
35 BUYER:

36  
37  
38  
39  
40 \_\_\_\_\_

1 EXHIBIT D  
2 LEAD-BASED PAINT DISCLOSURE ADDENDUM  
3 (TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)  
4

5 Seller and Buyer are parties to that certain Commercial Association of Realtors® Oregon / SW Washington  
6 Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated \_\_\_\_\_,  
7 20\_\_\_\_ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this  
8 addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly  
9 modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the  
10 Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a  
11 writing signed by both Seller and Buyer.

12 LEAD WARNING STATEMENT

13 EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL  
14 DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO  
15 LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD  
16 POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL  
17 DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL  
18 PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT  
19 WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE  
20 THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR  
21 INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED  
22 PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS  
23 RECOMMENDED PRIOR TO PURCHASE.

24  
25 AGENT'S ACKNOWLEDGMENT

26 Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of  
27 his/her responsibility to ensure compliance.  
28

29 SELLER'S DISCLOSURE

30 .1 Presence of lead-based paint and/or lead-based paint hazards (check one below):  
31

32  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).  
33  
34 \_\_\_\_\_  
35 \_\_\_\_\_

36  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
37

38 .2 Records and reports available to Seller (check one below):  
39

40  Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based  
41 paint hazards in the housing (list documents below):  
42  
43 \_\_\_\_\_  
44 \_\_\_\_\_

45  Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.  
46  
47

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the  
49 information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE  
50 ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated  
51 as an original.

Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←  
Selling Firm \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

52

53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE  
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55

56 BUYER'S ACKNOWLEDGMENT

57 .1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of  
58 this form.

59

60 .2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

61

62 .3 Buyer has (check one below):

63  Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a  risk assessment or   
64 inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the  
65 right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day  
66 period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as  
67 applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin  
68 \_\_\_\_\_ and end \_\_\_\_\_. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase  
69 Agreement to Seller on or before \_\_\_\_\_, 20\_\_\_\_ shall be deemed a waiver of Buyer's right to rescind as  
70 provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the  
71 Earnest Money shall be returned to Buyer, together with any interest thereon.

72  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
73 lead-based paint hazards.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

74

75 CERTIFICATION OF ACCURACY

76

77 This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed  
78 the information and certify, to the best of their knowledge, that the information they provided herein is true and  
79 accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ← Seller \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ ←

Buying Firm \_\_\_\_\_ Seller Firm \_\_\_\_\_

80

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

**EXHIBIT E  
AS IS EXCEPTIONS**

1  
2  
3  
4  
5  
6  
7  
8

<input type="checkbox"/>	None
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

**ADDENDUM A  
TO PURCHASE AND SALE AGREEMENT  
AND RECEIPT FOR EARNEST MONEY**

**PARTIES:** Julia E. Morneau Rev. Living Trust C/O Joe Morneau & Jeanne McKibben (Seller)

City of Coburg C/O Anne Heath (Buyer)

**PROPERTY:** 91430 Stallings Lane Eugene OR 97408  
Map & Tax Lot# 16-03-29-00-03100

**DATE:** July 8, 2020

**RECITALS:**

- A. The parties hereto are parties to that certain Purchase and Sale Agreement and Receipt for Earnest Money for real property in Eugene, Lane County, Oregon, dated July 8, 2020.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties incorporate the above Recitals by this reference and hereto agree as follows:

**AGREEMENT:**

1. Buyer and Seller agree the purchase price shall be paid as follows; \$500 cash down, non-refundable but applicable to the purchase price at closing; \$269,500 payable in cash at closing and the remaining balance of \$242,500 payable in cash no later than December 31, 2022 in order to avoid interest.
2. Buyer and Seller agree that no interest shall accrue against unpaid balance if paid by December 31, 2022.
3. Buyer and Seller agree interest shall accrue at 5% per annum beginning January 1, 2023 until balance is paid, no pre-payment penalties.
4. Buyer and Seller agree that approximately One (1) acre of the property will be designated and remain open space/public land until annexed into the city of Coburg, wherein it will be designated as a city park and named "Julia Morneau Heritage Park".
5. Buyer and Seller agree that a certain redwood tree situated on the property shall remain on the property for the life of the tree or until its presence interferes with the Buyers intended use of the property.
6. Buyer and Seller agree that during the term of Sellers occupancy, Buyer shall have adequate ingress and egress over existing driveway to allow Buyer to maintain Buyers intended use of the property.
7. Buyer and Seller agree Buyer will obtain a permit of entry to conduct due diligence relating to Buyers intended use.
8. Buyer and Seller agree that Buyer shall return soil to previous condition if it is concluded that a well cannot be established on the property.
9. Buyer and Seller agree to enter into a post-closing occupancy agreement wherein Sellers will continue to occupy the property until the City of Coburg pays the remaining balance of \$242,500 in full.
10. Buyer and Seller agree that the sale excludes any personal property located on the premises including the 1996 manufactured home currently occupied by the Seller.
11. Buyer and Seller agree that Seller will have the responsibility to provide insurance for and



upkeep of the Main House and Outbuilding sin their present condition until such time tha  
the purchase of the property is paid in full.

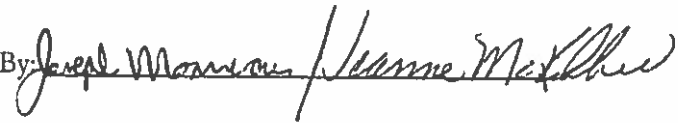
All other terms and conditions of the Purchase and Sale agreement and Receipt for Earnest Money shall  
remain in full force and effect.

**BUYER:**  
City of Coburg C/O Anne Heath

By: 

Date: 7-8-2020

**SELLER:**  
Julia E. Morneau Rev. Living Trust C/O Joe  
Morneau & Jeanne McKibben

By: 

Date: 7-16-2020

