

**REAL ESTATE PURCHASE
AND SALE AGREEMENT
(Tax Lot No. 18-05-25-00-00205)**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made by and between the Lane Fire Authority ("**Buyer**"), and the Timothy J. Hooker and Joanne K. Hooker Revocable Trust ("**Seller**").

Seller is the owner of certain real property located in Lane County, Oregon, containing approximately 3.69 acres of land located on Spencer Creek Road, adjacent to the south and west of Buyer's existing Fire Station 109, and more particularly described on the attached Exhibit A (the "**Property**"). NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other valuable consideration, Seller and Buyer agree as follows:

1. Agreement. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property, subject to and in accordance with the terms and conditions of this Agreement.

2. Purchase Price Payment.

2.1 Purchase Price Amount. The total purchase price for the Property is Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) (the "Purchase Price"). The Purchase Price shall be payable in cash or by wire transfer of funds or cashier's check at Closing (as defined in Section 10.14).

2.2 Earnest Money. Within seven (7) business days after the Effective Date (as defined below), Buyer shall deposit in cash, or by wire transfer of funds or cashier's check, Three Thousand and 00/100 Dollars (\$3,000.00) (the "Earnest Money") into escrow with Western Pioneer Title ("**Title Company**"). The Earnest Money will be credited to the Purchase Price.

3. Conditions Precedent to Conveyance.

3.1 Seller's Obligations. Within ten business days after the Effective Date Seller will provide Buyer with all relevant documents pertaining to the Property, including without limitation any and all appraisals, records pertaining to environmental matters, fines, leases, property physical condition.

3.2 Buyer's Review. Seller shall provide Buyer and its agents and consultants with access to and entry upon the Property to inspect each and every part thereof to determine its present condition and, at Buyer's sole cost and expense, to prepare such reports, tests and studies, including, without limitation, any tests, engineering feasibility studies, geological reports, surveys, hazardous/toxic materials investigations and other physical investigations of, on, or in the Property. Buyer shall indemnify and hold harmless the Seller from any mechanics or materialmen's liens filed against the Property as a result of Buyer's entry upon the Property in accordance with this Section 3.2; and Buyer shall restore the Property to its original condition upon conclusion of any testing done by Buyer pursuant to this Agreement.

3.3 Due Diligence Contingency. The obligations of Buyer under this Agreement are, at Buyer's option and in its sole and complete discretion, subject to the complete satisfaction or waiver, on or before [REDACTED], 20 [REDACTED] (the "**Due Diligence Contingency Date**") of the following contingencies (individually and collectively, the "**Due Diligence Contingency**"): (a) the Property, its physical condition, and all systems and utilities are suitable in every respect for Buyer's intended use; and (b) it is economically feasible for Buyer to own, develop and operate the Property in a manner and upon terms and conditions satisfactory to Buyer. Buyer may, in Buyer's sole discretion, terminate this Agreement at any time, on or prior to the Due Diligence Contingency Date, by written notice to Seller, if Buyer determines that the Due Diligence Contingency set forth in this Section 3.3 will not be satisfied on or before the Due Diligence Contingency Date. If Buyer fails to give notice to Seller that the Due Diligence Contingency has

been waived on or before the Due Diligence Contingency Date, Buyer shall be deemed to have accepted this Agreement. If Buyer terminates this Agreement in accordance with this Section 3.3, the Earnest Money shall be returned to Buyer.

3.4 Extension of Due Diligence Contingency Date. Buyer shall have the option to extend the Due Diligence Contingency Date outlined in Section 3.3 to [REDACTED], 20 [REDACTED]. Buyer may exercise the extension at any time, on or prior to the Due Diligence Contingency Date, by written notice to Seller.

4. Title.

4.1 Conveyance. Upon Closing, Seller shall execute and deliver to Buyer a Statutory Warranty Deed in the form attached as Exhibit B (the "Deed"), conveying good and marketable fee title to the Property, subject only to the Permitted Exceptions, if any, approved by Buyer in accordance with Section 4.3.

4.2 Title Insurance. At Closing, Seller shall furnish to Buyer an ALTA Extended Coverage Owner's Policy of Title Insurance (the "Policy") issued by Title Company, insuring title vested in Buyer in the amount of the Purchase Price against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions as determined hereunder, and together with such endorsements as are reasonably required by Buyer. Seller agrees to cooperate with Title Company and Buyer in connection therewith and execute and deliver to Title Company appropriate certifications, affidavits, and indemnities confirming that Seller has not, prior to Closing, done anything on or about the Property which would prevent Title Company from issuing the Policy required hereby or endorsements thereto.

4.3 Title Report. Within five (5) calendar days after the Effective Date, Seller shall deliver to Buyer a preliminary commitment for the Policy, together with legible copies of all documents referenced or described therein, including a preliminary title report (collectively, the "Commitment"). Buyer shall notify Seller in writing of Buyer's approval of any exceptions or other defects shown in the Commitment ("Permitted Exceptions") within ten (10) calendar days of receipt by Buyer of the Survey. Seller shall: (a) with respect to liens and encumbrances which can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing; and (b) with respect to other encumbrances, exert its best efforts to eliminate all exceptions to title other than the Permitted Exceptions by Closing. If Seller has not agreed to remove all exceptions other than the Permitted Exceptions by Closing, Buyer may, at its sole option, either: (i) terminate this Agreement, whereupon the Earnest Money and any interest accrued thereon shall be returned to Buyer and no party shall have any right or remedy against the other; or (ii) waive its prior disapproval and elect to approve such exception(s) as Permitted Exceptions. If, notwithstanding the foregoing, title to the Property is not insurable subject only to the then Permitted Exceptions and cannot be made so insurable by the Closing Date, Buyer may, at its sole option, terminate this Agreement whereupon the Earnest Money and interest accrued thereon shall be returned to Buyer, or Buyer may waive its prior disapproval and elect to approve such exception(s) as a Permitted Exception, whereupon this Agreement shall remain in full force and effect.

5. Risk of Loss. If, prior to the Closing Date, any part of the Property is destroyed or suffers material damage affecting Buyer's intended use, Buyer shall have the right, exercisable by giving notice of such decision to Seller within five (5) business days after receiving written notice of such damage or destruction or condemnation threat, to terminate this Agreement, in which event the Earnest Money and any interest accrued thereon, shall be returned to Buyer and all rights and obligations of the parties hereunder shall cease.

6. Closing.

6.1 Escrow. "Closing," and "Closing Date" shall mean the date the Deed for the Property from Seller to Buyer is recorded and Seller is entitled to the delivery of Buyer's funds. Closing shall occur in escrow (the "Escrow") on or before July 14, 2023. Buyer and Seller shall deposit

into the Escrow all instruments and moneys necessary to complete the Closing in accordance with this Agreement, including all instructions and closing statements not inconsistent herewith.

6.2 Possession. Buyer shall be entitled to possession on Closing, free and clear of all Leases and contracts, except as otherwise consented to by Buyer in its sole and absolute discretion, which determination shall be communicated by Buyer in writing to Seller prior to the Due Diligence Contingencies Date.

6.3 Costs.

6.3.1 Seller shall pay: (i) the cost of the Policy (except Seller shall not pay the cost of extended coverage or endorsements); (ii) one-half (1/2) of any real estate transfer tax imposed upon the sale; and (iii) one-half (1/2) of the Title Company's Escrow fee

6.3.2 Buyer shall pay: (i) the cost of recording the Deed; (ii) the cost of the Policy in excess of the cost of ALTA standard owner's coverage, and any endorsements to the Policy required by Buyer and (iii) one-half (1/2) of the Title Company's Escrow fee.

6.3.3 All real property taxes, assessments, utilities and other expenses with respect to the Property shall be prorated and adjusted between the parties as of the Closing Date.

6.4 Seller's Deliveries to Closing. On or before Closing, Seller shall duly execute and deposit into Escrow:

6.4.1 The Deed.

6.4.2 A certificate that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code, in a form required by the Income Tax Regulations and reasonable acceptable to Buyer.

6.4.3 Such other documents which Seller is specifically required to deliver to Buyer pursuant to this Agreement or are otherwise reasonably required in order to consummate this transaction.

6.4.4 The Seller's share of the Costs identified in Section 6.3, in cash or by wire transfer of funds or by cashier's check.

6.5 Closing Contingencies. Buyer's obligation to Close this transaction shall be further conditioned upon all of Seller's representations and warranties set forth in Section 7 hereof being true, correct and complete as of the Closing.

7. Seller's Representations and Warranties. Seller represents and warrants to Buyer that the following facts are true as of the date of Seller's execution hereof and as of Closing, or as of such other dates as may be set forth herein:

7.1 Marketable Title. Seller has good and marketable fee simple title to the Property, free and clear of any monetary and non-monetary encumbrances, except the Permitted Exceptions.

7.2 No Violations and Actions. The execution, delivery and performance by Seller of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound or, if

Seller is not an individual, by the Seller's declaration of trust, certificate of incorporation, bylaws, limited liability company operating agreement or partnership agreement, as the case may be.

7.3 Liens. All persons and entities supplying labor, materials, and equipment to the Property have been paid, there are no claims of liens and there are no service contracts applicable to the Property. All contracts for the furnishing of goods, labor, construction or other services to the Property shall be terminated as of the Closing Date.

7.4 Violations. The Property does not violate any applicable laws, regulations, or ordinances.

7.5 Assessments. There are no currently due and payable assessments for public improvements against the Property, there is no local improvement district or other taxing authority in the process of formation that would create a lien on the Property, and there are no pending or proposed special assessments against the Property.

7.6 Litigation. To the best of Seller's knowledge, there is no action in the nature of litigation, claim, investigation or other proceeding pending or threatened against or affecting the Property, the use thereof, or the Seller which may become a lien against the Property.

7.7 Hazardous Materials. The Property is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("**Environmental Laws**"). Neither Seller, nor any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property. There are no underground storage tanks on Property, nor have underground storage tanks been removed from Property. Seller shall indemnify Buyer for any and all costs and expenses incurred relating to the discovery and any cleanup of Hazardous Materials on Property.

For purposes of this Agreement, "**Hazardous Materials**" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state local or administrative agency law or ordinance including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.* or any similar or analogous state or local statute or ordinance, or any regulation, order, rule, or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 *et seq.*

7.8 Leases. There are no existing Leases.

7.9 Foreign Person or Entity. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

7.10 Misrepresentation. Seller has not made any untrue statements or representations in connection with this Agreement, and all items transferred to Buyer on or before the Closing are true and correct copies of what they purport to be. Seller has not failed to state or disclose any material fact in connection with the transaction contemplated by this Agreement.

The representations and warranties made by Seller shall be true and correct as of the date hereof and shall be deemed automatically reaffirmed on the Closing Date as true and correct. Buyer's rights to enforce such representations, warranties and covenants shall survive the Closing

and such rights to enforce shall not be merged into any documents delivered by Seller at Closing. Seller shall indemnify, defend and hold Buyer harmless from and against any cause, claim, loss, damage or expense, including attorneys' fees, which Buyer suffers as a result of a breach of the representations, warranties and covenants contained in this Agreement.

8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that the following facts are true as of the date of Buyer's execution hereof and as of Closing:

8.1 Power and Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and to perform Buyer's obligations in accordance with the terms of this Agreement, and that this Agreement is valid and binding on Buyer in accordance with its terms.

8.2 No Violations and Actions. The execution, delivery and performance by Buyer of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which the Buyer is bound, or by any of the provisions of any contract to which the Buyer is a party or by which the Buyer is bound, or by the Buyer's certificate of formation, operating agreement, or other organizational documents, as the case may be.

8.3 As-Is. Except as expressly set forth in this Agreement and the Deed, Buyer specifically acknowledges and agrees that Property is being sold "AS IS." Except as expressly set forth in this Agreement and the Deed, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller as to any matters concerning the Property, including, without limitation, the condition of the Property, its value, and boundaries.

9. Events of Default.

9.1 By Seller. In the event Seller fails to close, Buyer will be entitled: (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligation to close under this Agreement; or (b) to terminate this Agreement by written notice to Seller and Title Company. If Buyer terminates this Agreement, the Escrow will be terminated, the Earnest Money and any interest accrued thereon shall immediately be returned to Buyer, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

9.2 By Buyer. If Closing and the consummation of the transaction contemplated herein does not occur by reason of any default of Buyer, and Buyer fails to complete the purchase of the Property, Seller may terminate this Agreement by written notice to Buyer. Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages suffered by Seller as a result of Buyer's failure to complete the purchase of the Property pursuant to this Agreement, and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Section 9 represent a reasonable estimate of the damages which Seller will incur as a result of such failure. **THEREFORE, BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ALL OF THE EARNEST MONEY. SUCH AMOUNT WILL BE THE FULL, AGREED TO AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR RIGHTS AGAINST THE OTHER.**

10. Miscellaneous.

10.1 General Provisions. This is the entire agreement of the parties with respect to the Property and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties. This Agreement shall be construed according to the laws of the State of Oregon.

10.2 Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, when delivered by private courier service (such as Federal Express), or when received by electronic transmission, in each case addressed as follows:

If to Seller: Timothy J. Hooker and Joanne K. Hooker Revocable Trust
Mailing address: 24220 Wolf Creek Road
Veneta, OR 97487
Email: [REDACTED]

If to Buyer: Dale Borland, Fire Chief
Mailing address: Lane Fire Authority
88050 Territorial Highway
Veneta, OR 97487
Email: DaleBorland@lanefire.org

For purposes of notices, either party may change its address to any address that is not a post office box by giving notice to the other in the manner herein prescribed. Written notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective licensee with the same effect as if delivered to that Buyer or Seller.

10.3 Attorney Review and Approval. The Parties have been represented by their respective legal counsel in connection with negotiation of this Agreement, and accordingly waive the rule of construction that this Agreement shall be construed against its drafter.

10.4 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

10.5 Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

10.6 Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to its enforcement, interpretation or rescission.

10.7 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this

Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.8 Operating Covenants. Between the date of this Agreement and the Closing Date, Seller shall continue to operate the Property as it has in the past and carry insurance in the same manner as before the making of this Agreement, as if Seller were retaining the Property. In no event may Seller, without Buyer's prior written consent, which consent may be withheld by Buyer in its sole discretion, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing leases or occupancy agreements pertaining to the Property; or (c) any service contracts effecting the Property that are not terminable at the Closing.

10.9 Assignment. This Agreement may not be assigned by either Party, without the other's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

10.10 Exhibits. All Exhibits attached hereto are incorporated herein by this reference.

10.11 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument. The execution and delivery of facsimile or e-mail copies of this Agreement shall be deemed to be delivery of an original signature.

10.12 Statutory Land Use Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

10.13 Binding Effect. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns (as permitted pursuant to the provisions of this Agreement) of the Parties hereto.

10.14 Effective Date. For all purposes of this Agreement, the term "Effective Date" shall mean the date upon which both Seller and Buyer have executed this Agreement.

BUYER:

Lane Fire Authority

By: _____
Printed Name:
Title:
Date Signed: _____, 2023

SELLER:

**Timothy J. Hooker and Joanne K. Hooker
Revocable Trust**

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Each signatory to this Agreement hereby SWEARS, AFFIRMS AND WARRANTS under penalty of perjury, that he or she is empowered by a valid legal authorization to execute this Agreement on behalf of the respective Party. The Signatory agrees to reimburse the other Party for any expenses incurred as the result of a false statement as to ownership or authority, and understands that IT IS A VIOLATION OF STATE LAW TO MAKE A FALSE STATEMENT.

Exhibit A: Legal Description of Land
Exhibit B: Statutory Warranty Deed

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION OF SELLER'S LAND

(TO BE ENTERED BY TITLE COMPANY)

DRAFT

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT

**Until a change is requested,
tax statements shall be sent to:**

Lane Fire Authority
88050 Territorial Highway
Veneta, OR 97487

After recording return to:

Lane Fire Authority
88050 Territorial Highway
Veneta, OR 97487

Statutory Warranty Deed
Oregon Revised Statute 93.850

Timothy J. Hooker and Joanne K. Hooker Revocable Trust, Grantor, conveys and warrants to Lane Fire Authority, Grantee, the following-described real property (Property) free of all encumbrances, except as specifically set forth herein:

[Insert Legal Description]

True consideration for this conveyance is \$220,000.

This Deed is subject to all covenants, restrictions, and agreements of record, which by this reference are incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this Deed.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS

2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2023.

GRANTOR:

By: _____
Timothy J. Hooker
Title: Trustee

By: _____
Joanne K. Hooker
Title: Trustee

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the _____ day of _____, 2021, by Timothy J. Hooker and Joanne K. Hooker as Trustees of the Timothy J. Hooker and Joanne K. Hooker Revocable Trust, Grantor.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AND ACCEPTED BY LANE FIRE AUTHORITY

Date: _____
Dale Borland, Fire Chief