



Real Estate Floor Plan



Located at

729 NE 3rd St, McMinnville, OR 97128

Sketch Prepared For

Matt Tackett of Oregon Vineyard Property

As of

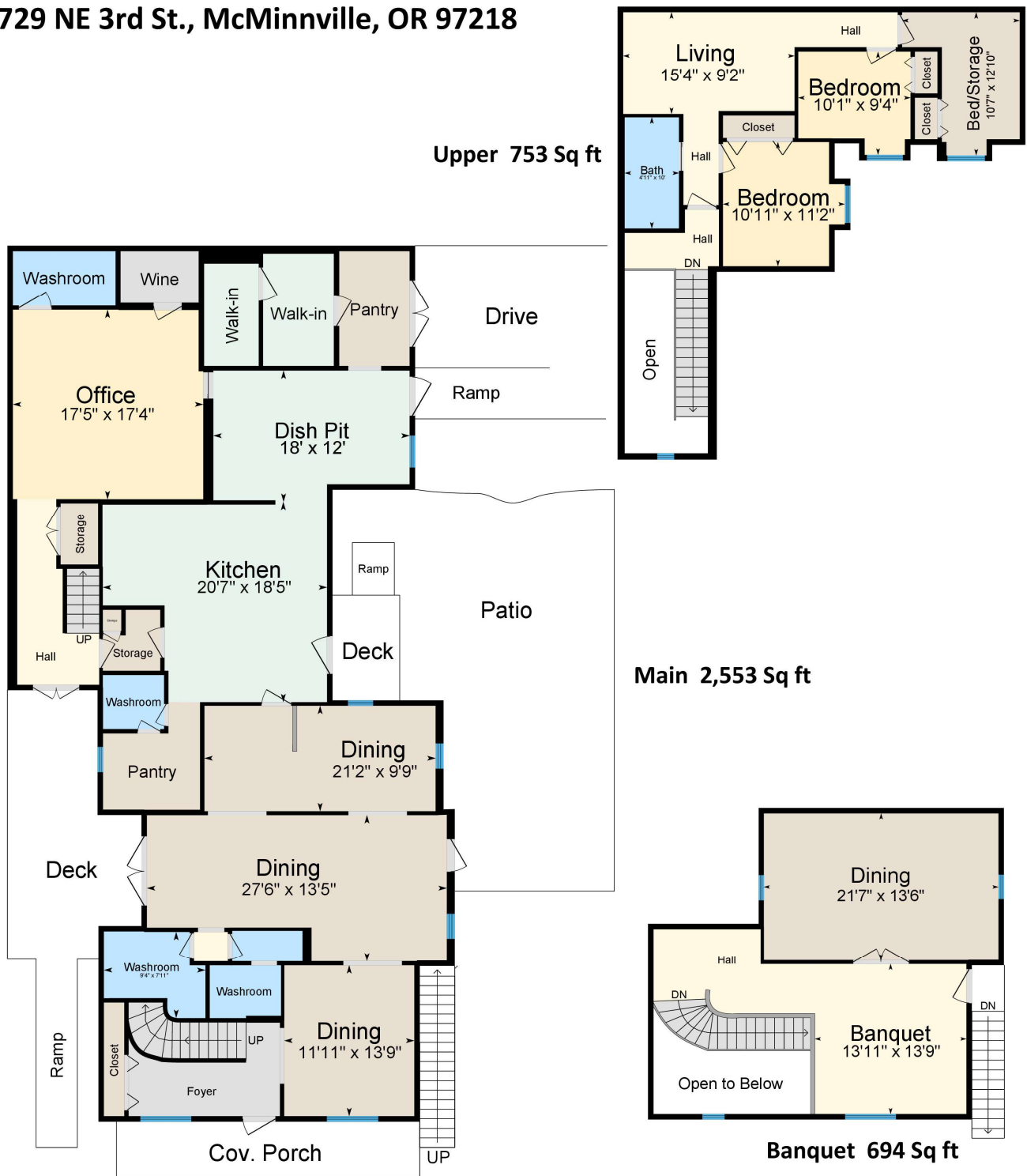
06/28/2021

By

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729 NE 3rd St., McMinnville, OR 97218



Main + Upper + Banquet = 4,000 Sq ft (Measured from Exterior)

Sketch Prepared for Matt Tackett of Oregon Vineyard Property
Property Measured on 06/28/2021

(Only areas with color are included in square footage totals.)

(Square footage will differ from room dimensions due to wall thickness and shape.)

This sketch and the measurements shown hereon, are approximate and are only provided for rough demonstrative purposes. The measurements are not guaranteed and should not be relied upon. If measurements are material to the reader, then the reader should independently measure the dimensions. This sketch is provided to the preparer's client along with various limitations and conditions that apply to this sketch and which should be reviewed along with this sketch. If a person other than the designated Client uses the information herein (despite a prohibition on such use), then such person agrees to be subject to the same terms and limitations as the designated Client. Separation of this text from the sketch will subject the separating party to liability.

Order floor plan services at www.AQualityMeasurement.com



A Quality Measurement provides a variety of home measurement services. This floor plan was produced using an infra-red laser scanner that takes thousands of measurements from the inside of a home. A skilled operator scans all key areas and adds in wall thickness when necessary (typically taken at front door or averaged for each level). Then drafters deduct areas with low ceiling, open to below, garages, crawl spaces, and non-enclosed spaces. In this way, technology, skill, and third-party processing come together to produce attractive and useful floor plans. All dimensions and floor areas must be considered approximate and are subject to independent verification. See Summary of General Terms and Conditions; and Limiting Conditions and Assumptions for more information.

SUMMARY OF GENERAL TERMS AND CONDITIONS; and LIMITING CONDITIONS AND ASSUMPTIONS

The sketch, measurements and/or photographs provided herewith (collectively, together with any other items provided to Client herewith, the "Work Product") were prepared by A Quality Appraisal, LLC, dba A Quality Measurement ("Company").

The sole Intended User of the Work Product is the Client identified in the Request for Measurement ("Client").

Client has already agreed to the general terms and conditions herein, along with other terms, through the Request for Measurement. The summary of general terms and conditions herein does not limit or alter the terms and conditions contained in the Request for Measurement. By utilizing the Work Product, Client also agrees to all assumptions and limitations stated herein. Client acknowledges and agrees that it had an opportunity to negotiate each of the terms herein and in the Request for Measurement.

Client understands and acknowledges that:

- A. While Company also provides appraisal services, and the person who prepared the Work Product *may be* an appraiser, the services provided in connection with the Work Product were NOT appraisal services; and
- B. Company was not asked to evaluate or opine regarding items such as value, legality, condition, zoning, structural integrity, environmental hazards, functional utility, or any other such matters that may be considered or evaluated by an appraiser or professional inspector, and Company did not evaluate or opine regarding such matters in connection with its assignment or the Work Product; Company was only asked to provide (and Company only provided) the sketch, measurements and/or photographs provided herewith.

The purpose of the Work Product is only to estimate the dimensions of the designated areas of the subject property; measurements provided with the Work Product may differ from "living area" or "gross living area" as those terms are defined, sometimes differently, by various organizations. Neither Company nor any member, employee or agent thereof guarantees the accuracy of the measurements reflected in the Work Product. The measurements in the sketch provided herewith are different from measurements in a building construction floor plan and should not be used as such. Readers of the Work Product should independently verify and understand the methods used before making comparisons with other properties that may have been measured using other methods.

Client acknowledges and agrees that the sketch and dimensions provided by Company are only provided for rough demonstrative purposes, and should not be relied upon as accurate. If actual dimensions are material to the reader, then the reader should independently verify measurements.

With regard to the services provided by Company, Client understands and acknowledges that:

- Room names and locations on the sketch are approximate and can vary. Sometimes room names are specifically determined by Client, rather than Company.
- Company has not researched whether the areas measured are legally permitted or conform with codes or safety standards.
- Company has not verified that the sketched improvements are within the subject property boundaries.
- Company generally measures walls to the nearest half foot (*not* to ANSI tenth foot), and often rounds figures to square the property. Differences in rounding or calibration can result in differences between measurements.

- Company's identification of areas (e.g. including stairs, excluding areas "open to below," excluding areas under five feet in height, and outside measurements of detached areas) is generally based on ANSI (American National Standards Institute) standards or follows local customs when ANSI standards do not apply or are not available (like with Condominiums). However, Company does not agree to comply with any particular standard unless such is agreed to in writing. In each case, users of Company measurements must understand the method of measurement before comparing these measurements to those done using another standard or custom on another property. Although Company will typically utilize modified ANSI Standards, these measurements are intended only for RMLS "Main", "Upper", and "Lower"; they do not represent "living area" or "gross living area", and may include some unfinished areas. Reader beware.
- Improper use of these measurements can lead to false conclusions or loss in money.
- Measurements provided may vary from measurements found in other sources. Unless otherwise noted, Company has not reviewed any sketch or measurements from other sources (including public records). Company recommends that Client reference public records regarding the subject property. When material differences exist between Company's Work Product and any other depiction or source of information (county records or otherwise), it is recommended that Client compare the documents to see where and why discrepancies exist. Differences between two sets of measurements could be a sign that: (a) there are unpermitted or potentially unsafe areas of the property that may need additional inspection, (b) errors may exist in one or more of the measurements, and/or (c) a different measurement calculation method was used.
- Company does not provide home inspection services. Company did not look for any adverse conditions (including but not limited to construction defects, damaged building components, items of deferred maintenance, potential or actual code violations, depreciation, the presence of hazardous wastes or toxic substances, etc.) during the measurement of the subject property. Client agrees that Company was under no obligation to point out any adverse conditions, even if Company noticed any during its time at the subject property.
- Room locations, room dimensions, and site amenity measurements are intended only for rough depiction and informational purposes, and may not be useful for remodeling bids or furniture purchases. Room length and width dimensions will likely vary when the room is an odd shape or when it is not perfectly clear where one room ends and another begins.
- The sketch provided by Company is not intended for use in an appraisal and should not be included in, or used for, an appraisal. Among other reasons, Company may have included the Lower Area, attic, unfinished, or basement areas in the total area shown on a sketch, as is commonly shown for demonstrative purposes, but an appraiser would likely separate these areas and treat them differently than finished areas.

Neither Company nor its representatives will give testimony or appear in a proceeding unless specific, prior arrangements (regarding time, location, compensation and otherwise) have been made with Company. Client agrees that it shall not seek or demand any appearance or testimony from Company without making such arrangements.

Company retains all rights to the Work Product that Company prepares, including but not limited to copyrights. Client agrees that it shall not reproduce (or allow others to reproduce) the Work Product without Company's consent. Company may (but shall not be obligated to) provide its Work Product to others or to use the Work Product for other purposes.

Client is the only intended user of the Work Product. There are no intended third-party beneficiaries of the Work Product. If Client discloses or disseminates the Work Product to any other person, then Client shall defend, indemnify and hold Company harmless from any claim or demand made by the person who received the Work Product from or through Client.

Client agrees, represents and warrants that, if Client (or anyone) discloses, shares or distributes the Work Product by any method (whether by direct delivery, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database, or otherwise), then the Work Product must not be altered or modified in any way without Company's written consent. Without limitation, no part of a sketch shall be separated from Company's disclaimers on the footer of such sketch.

Reliance upon the Work Product (regardless of how acquired, by any party or for any use) is prohibited, except as specified in the Work Product or otherwise specifically designated in writing by Company.

The Work Product provided by Company is subject to the context of the scope of work specified in the Request for Measurement, the date that Company performed the measurement, the Intended User, the Intended Use, the stated Assumptions and Limiting Conditions, and any Hypothetical Conditions and/or Extraordinary Assumptions as defined herein. Neither Company nor its members, employees, agents, or representatives shall have any obligation, liability, accountability, or responsibility for any unauthorized use of the Work Product.

If Client identifies any error or potential error in Company's Work Product, or if Client learns of any fact that would cause Company to want to make revisions to its Work Product, then Client shall immediately notify Company of such circumstance (in no event more than three days after Client becomes aware of such circumstance) and provide Company an opportunity to revise the Work Product. If Client fails to promptly bring the matter to Company's attention, and any damages are sustained after the date that Client became aware such circumstance, then ***all claims against Company in connection with such damages shall be barred. Client expressly waives any claim against Company in such case, and Client shall defend, indemnify and hold Company harmless from any claims in such case.***

In light of the risks and rewards associated with Client's use of the Work Product, the fee paid to Company, the scope of services requested of Company and other relevant factors, Client agrees that Company's liability in connection with the Work Product and the services provided by Company shall be limited to the greater of: (a) \$1,000; or (b) the amount of the fee paid by Client to Company in connection with the subject assignment. Without limiting the generality of the foregoing, Client hereby waives and releases any and all claims of every nature against Company, including without limitation claims for negligence, professional negligence, negligent misrepresentation, or otherwise, regarding the subject assignment, to the extent such claim or demand exceeds the stated limitation. This limitation does not apply to claims for gross negligence or intentional misconduct, but shall otherwise be broadly interpreted.

Client hereby waives all claims against Company for indirect and consequential damages that arise in any manner out of the Work Product, this Request, and the services performed under this Request. This waiver includes a release of all claims for consequential damages, whether based in tort (including negligence, fraud or otherwise), contract, statute or otherwise, and includes but is not limited to a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.

Notwithstanding anything to the contrary herein, no member, employee or other representative of Company shall have any personal liability to Client or to any other person for any acts or omissions, whether based on a claim of negligence or any other tort or otherwise, arising out of or relating to the Work Product, this Request, and the services performed under this Request, and Client hereby expressly releases all such individuals from all claims of every nature. With regard to any alleged act or omission by any representative of Company, Client agrees that it shall only pursue Company, subject to the terms and limitations hereof.

All claims, actions, and causes of action against Company, whether in contract, tort or otherwise, by Client against Company, arising in any manner to the Work Product or the assignment that resulted in the Work Product must be commenced within one (1) year from the date that Company delivers the Work Product to Client. Failure of Client to assert a claim against Company within such time shall result in an absolute bar to any claim by Client against Company with regard to the Work Product and/or the subject assignment. This contractual clause supersedes (and applies instead of) any applicable limitation periods that may exist (pursuant to statute or any other law or in equity).

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

The Intended Use of this sketch is for a rough estimate measurement and depiction of "Lower", "Main", and/or "Upper" areas (as applicable and as specified in the Request for Measurement), for demonstrative purposes only, in connection with a listing of the subject property for Client's benefit. No other intended uses are identified.