



FINAL AGENCY ACKNOWLEDGEMENT

1 Property Address or Legal Description: _____

2 Both Buyer and Seller acknowledge having received the Oregon Real Estate Initial Agency Disclosure Pamphlet at first contact with
3 their Agent, and hereby acknowledge and consent to the following agency relationships in this transaction:

4 Name of Buyer's Agent: _____ License # _____

5 Name of Real Estate Firm: _____ License # _____

6 Address: _____ Phone: _____ Email: _____

7 The agent is of: The Buyer exclusively Both the Buyer and the Seller ("Disclosed Limited Agency").

8 Name of Buyer's Agent: _____ License # _____

9 Name of Real Estate Firm: _____ License # _____

10 Address: _____ Phone: _____ Email: _____

11 The agent is of: The Buyer exclusively Both the Buyer and the Seller ("Disclosed Limited Agency").

12 Name of Buyer's Agent: _____ License # _____

13 Name of Real Estate Firm: _____ License # _____

14 Address: _____ Phone: _____ Email: _____

15 The agent is of: The Buyer exclusively Both the Buyer and the Seller ("Disclosed Limited Agency").

16 Name of Seller's Agent: _____ License # _____

17 Name of Real Estate Firm: _____ License # _____

18 Address: _____ Phone: _____ Email: _____

19 The agent is of: The Seller exclusively Both the Buyer and the Seller ("Disclosed Limited Agency").

20 Name of Seller's Agent: _____ License # _____

21 Name of Real Estate Firm: _____ License # _____

22 Address: _____ Phone: _____ Email: _____

23 The agent is of: The Seller exclusively Both the Buyer and the Seller ("Disclosed Limited Agency").

24 Name of Seller's Agent: _____ License # _____

25 Name of Real Estate Firm: _____ License # _____

26 Address: _____ Phone: _____ Email: _____

27 The agent is of: The Seller exclusively Both the Buyer and the Seller ("Disclosed Limited Agency").

28 If both Parties are each represented by one or more Agents in the same real estate firm, and the Agents are supervised by the same
29 principal broker in that real estate firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited
30 agent for both Buyer and Seller as more fully explained in the **Form 9.2 Disclosed Limited Agency Agreement** that has been reviewed
31 and signed by Buyer, Seller and Agent(s).

32 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this
33 acknowledgement at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will
34 be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of the Agreement or any terms
35 therein.

36 ACKNOWLEDGED

37 Buyer: _____ Print: _____ Dated: _____

38 Buyer: _____ Print: _____ Dated: _____

39 Buyer: _____ Print: _____ Dated: _____

40 Buyer: _____ Print: _____ Dated: _____

41 Seller: _____ Print: _____ Dated: _____

42 Seller: _____ Print: _____ Dated: _____

43 Seller: _____ Print: _____ Dated: _____

44 Seller: _____ Print: _____ Dated: _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

298 Prior to Possession, Seller shall remove all trash and debris from the Property. If Seller removed any Fixtures, Seller shall repair
299 or replace any surfaces damaged in the process of removing such Fixtures. Unless otherwise agreed, prior to Possession Seller
300 shall remove from the Property all items not included in the sale. Any items remaining at Possession shall become property of
301 the Buyer. Seller retains no rights to such property or to the proceeds of the sale of such property by Buyer. Buyer may pursue
302 claim against Seller to recover costs Buyer incurs removing or disposing of such property.
303 Subject to the exemptions in ORS 314.258(3), if Seller is an out-of-state resident or corporation not registered or otherwise
304 qualified to do business in Oregon, Escrow shall act as the Authorized Agent under ORS 314.258 for withholding purposes and the
305 Parties will cooperate with Escrow to execute and deliver all documents required to carry out Oregon withholding laws.

▶ 306 **39. Deed and Condition of Title:** Except as otherwise agreed by the Parties in writing, Seller shall convey marketable title to the
307 Property by Statutory Warranty Deed, or, if applicable, by personal representative's deed, or trustee's deed or similar legal
308 fiduciary's deed that meets the requirements for conveying interests in real property contained in ORS Chapter 93. Title shall be
309 conveyed free from encumbrances other than those matters included in the Preliminary Report or amended Preliminary Report
310 and Title Documents accepted by Buyer according to the terms of the Title Contingencies section of this Agreement.

▶ 311 **40. Default:** Unless otherwise described in the last paragraph of this section, a Party will only be deemed in default under this
312 Agreement when:

313 (i) A Party is in violation of an obligation or requirement of this Agreement or any Addendum thereto, and the Party is given
314 written notice on **Form 5.1** or **Form 5.2 Notice of Default and Opportunity to Cure**, explaining the Party's failure to comply
315 with terms in this Agreement; and

316 (ii) Such failure continues without cure or remedy for the period described in the Notice of Default ("Cure Period").

317 The defaulting Party may cure the default by performing the required action or obligation within the Cure Period or by providing
318 the other Party reasonable written assurances that prove that the claim of default was in error. If a provision of the Agreement
319 or an addendum (a) grants a Party the right to terminate the Agreement using a **Form 5.3** or **5.4 Notice of Termination** and (b)
320 does not also expressly grant the Party the right to send a **Form 5.1** or **5.2 Notice of Default**; then the Party may not send a Notice
321 of Default based on that provision.

322 This section will not be construed as extending the time by which any contingency release must be given. A party will be in default
323 under this Agreement without having received a Notice of Default and Opportunity to Cure in the event that (i) the Party
324 misrepresented a material fact related to the subject matter of the contract, (ii) the Party wrongfully fails to Close or perform an
325 obligation required to Close by the Closing Date, or (iii) the Party failed to meet an obligation under this Agreement and the
326 language of the Agreement or an addendum expressly permits the other Party to terminate using a **Form 5.3** or **Form 5.4 Notice**
327 **of Termination** without first sending a **Form 5.1** or **Form 5.2 Notice of Default and Opportunity to Cure**.

▶ 328 **41. Termination, Escrow Instructions:** After a Curable Default goes uncured, the non-defaulting Party will have **2 Business Days** to
329 terminate this Agreement by giving the defaulting Party a **Form 5.3** or **Form 5.4 Notice of Termination**, stating that the defaulting
330 Party failed to cure. If the non-defaulting Party does not deliver the Notice of Termination within the **2 Business Days** after the
331 failure to cure, the non-defaulting Party will be considered to have released their right to terminate based on that default.

332 Upon failure of a contingency within the contingency's timeframe outlined in this Agreement, the Party permitted to terminate
333 under the contingency provision may terminate this Agreement by providing a **Form 5.3** or **Form 5.4 Notice of Termination** to the
334 other Party indicating which contingency failed.

335 If (i) the language of the Agreement or an addendum permits the party to terminate using a **Form 5.3** or **Form 5.4 Notice of**
336 **Termination** without first sending a Notice of Default and Opportunity to Cure, (ii) a Party misrepresented a material fact related
337 to the subject matter of the contract, or (iii) a Party wrongfully fails to Close or cannot satisfy a condition to Closing by the Closing
338 Date, the other Party may provide a **Form 5.3** or **Form 5.4 Notice of Termination** to the other Party indicating the reason for the
339 termination.

340 Upon delivery of a valid Notice of Termination, both Parties' further obligations under the Agreement will end. If a termination
341 by either Party is not authorized by the Agreement or any addendum thereto, the non-terminating Party may be entitled to
342 Earnest Money. In the instance of an unauthorized termination by Seller, Buyer may also pursue claims for money damages or
343 specific performance. A non-terminating party who wishes to pursue remedies for unauthorized termination should follow the
344 Section 43 Dispute Resolution provisions of this Agreement and consult an attorney.

345 Within **2 Business Days** after receiving a **Form 5.3** or **Form 5.4 Notice of Termination**, the non-terminating Party shall provide a
346 **Form 5.5** or **5.6 Response to Termination**. Failure to provide a **Form 5.5** or **Form 5.6 Response to Termination** may result in
347 dispute resolution actions being taken against the non-responding Party. The **Form 5.3** and **Form 5.4 Notices of Termination** and
348 **the Form 5.5** and **Form 5.6 Responses to Termination** shall contain instructions for Escrow on how Earnest Money shall be

Buyer Initials _____

Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

distributed. Buyer's request for or acceptance of Earnest Money does not prohibit Buyer from pursuing claims for specific performance or monetary damages in the case of Seller's unauthorized termination. After consulting an attorney, Buyer may use **Form 5.5** to elect to waive claims to specific performance, release Seller from obligation to convey Property to Buyer, and authorize conveyance to a third-party.

The Parties acknowledge that Escrow Agent is prohibited by Oregon law from disbursing Earnest Money without either:

(i) Written, signed, and dated instructions from both Parties agreeing on the disposition of Earnest Money; or

(ii) An order from a court of competent jurisdiction directed to Escrow Agent that provides disbursement instructions.

Notwithstanding the above, Escrow Agent may dispense Earnest Money to Buyer if Buyer revokes Buyer's offer with a valid **Form 5.7 Seller Property Disclosure Statement (SPDS) Revocation of Offer** pursuant to ORS 105.462-105.490 or if Buyer and Seller reach a separate agreement after the execution of this Agreement that instructs Escrow Agent on disposition of Earnest Money. Section 42 shall dictate Earnest Money disposition unless there is a good faith dispute over the right to Earnest Money. Disputes over Earnest Money shall be resolved according to the Section 43 Dispute Resolution provisions of this Agreement. The Parties shall hold harmless, defend and indemnify Escrow and all Listing Brokers, Buyer's Brokers, and Principal Brokers from all claims, actions, suits, charges and judgements whatsoever arising out of the Parties' failure to comply with the terms of this Agreement.

42. Property Earnest Money Disposition

Buyer: Upon termination, Buyer has the right to recover all Earnest Money when (i) the provisions of this Agreement or any Addenda to this Agreement expressly permit such recovery; or (ii) either Party terminates this Agreement due to Seller's default. Buyer's acceptance of all recovered Earnest Money does not constitute a waiver or release of other legal remedies or causes of action available to Buyer in case of Seller's default.

Seller: Seller has the right to keep all Earnest money (i) upon successful Closing of this transaction, (ii) when the provisions of this Agreement or any Addenda to this Agreement expressly permit such recovery, or (iii) either Party terminates this Agreement due to Buyer's default and the provision under which Buyer is in default does not expressly permit Buyer to recover Earnest Money. Buyer and Seller agree that the Earnest Money amount described on Page 1 of this Agreement is a binding liquidated sum that represents Buyer and Seller's best reasonable estimate of Seller's damages in case of a default by Buyer. Buyer and Seller agree that Seller's retention of the Earnest Money described on Page 1 of this Agreement is Seller's sole remedy against Buyer's default.

43. Dispute Resolution: Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Agreement, shall be exclusively resolved in accordance with the dispute resolution provisions of this Section, under the laws of Oregon, and in the county where the real property is located. It will not be considered a waiver, release or violation of this provision to file a court action to preserve a statute of limitations, enable the recording of a notice of lis pendens, or to file a mechanics lien.

Disputes between Buyer and Seller shall be exclusively resolved through the Small Claims Court of the county in which the Property is situated if the dispute falls within the jurisdiction of that Court. The parties knowingly and voluntarily waive their statutory and constitutional right to have such matters resolved by jury trial or removed from the Small Claims Court to the Circuit Court.

All other disputes between Buyer and Seller, including disputes about the applicability of this provision, shall be submitted to mediation, and if unresolved through mediation, to binding arbitration. Mediation shall take place through Arbitration Services of Portland (ASP) unless Buyer's or Seller's agent is a member of the Portland Metropolitan Association of REALTORS® (PMAR), in which case mediation shall take place through the PMAR Buyer and Seller Mediation program. Arbitration shall take place through ASP, according to the then-existing rules of ASP.

The prevailing Party in any dispute resolution procedure (as determined by the judge, mediator or arbitrator, as applicable) shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred at trial, on appeal, at mediation and at arbitration unless the prevailing Party refused to participate in mediation, in which case the prevailing party shall not be entitled to such fee, cost and expense recovery.

The following matters are excluded from this Dispute Resolution provision:

(i) Judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land sale contract;

(ii) An eviction or forcible entry and detainer action;

(iii) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;

(iv) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the National Association of REALTORS®; and

(v) Matters related to contracts with Buyer or Seller that predate this Agreement and contain a mandatory mediation or arbitration provision.

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Seller Initials _____



OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

399 ALL PARTIES TO THIS AGREEMENT HAVE BEEN ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE
400 PROVISIONS OF THIS AGREEMENT AND BY CONSENTING TO THIS AGREEMENT, HEREBY WAIVE THE STATUTORY AND
401 CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS AGREEMENT TO A TRIAL BY JUDGE OR JURY, OTHER
402 THAN SMALL CLAIMS COURT PROCEEDINGS AS DESCRIBED ABOVE, IN ANY STATE OR FEDERAL ACTION, PROCEEDING, OR
403 COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

404 44. Mandatory Statement Regarding Fire Protection District and Approved Uses: THE PROPERTY DESCRIBED IN THIS INSTRUMENT
405 MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS
406 AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND
407 THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR
408 ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY,
409 UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2
410 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR
411 ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE
412 CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED
413 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
414 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS,
415 IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
416 SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

417 45. Assignment: Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the
418 Parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page
419 of this Agreement. This Agreement is binding upon and will inure to the benefit of duly authorized assigns.

420 46. Obligations Survive Death: This Agreement survives the death of either or both Parties and inures to and is binding upon their
421 successors and estates.

422 47. Time is of the Essence: Time is of the essence in all terms, provisions, covenants, and conditions contained in this Agreement.

423 48. Severability: If any clause or provision of this Agreement is or becomes illegal, invalid, impossible to perform, or unenforceable
424 under present or future laws effective during the term of this Agreement, the Parties intend that the remainder of this Agreement
425 shall not be affected. The Parties intend that in lieu of each clause or provision of this Agreement that is or becomes illegal, invalid,
426 impossible, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms as may be possible,
427 legal, and enforceable.

428 49. Nonwaiver: The waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver
429 of any subsequent breach, violation, or default of that or of any other provision.

430 50. Entire Agreement; Modifications: This Agreement sets forth the final and exclusive understanding of the Parties, and there are
431 no other representations, warranties, statements, or agreements between the Parties except as expressly set forth in this
432 Agreement. Any modification to the terms of this Agreement must be in writing, dated and signed by Buyer and Seller.

433 51. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original,
434 but all of which together shall constitute one and the same agreement.

435 Buyer's Offer: Buyer's signature below and delivery to Seller is an offer to enter into this Agreement on the terms above. Buyer's
436 offer automatically expires on _____ at 5:00pm; or _____ [Time] ("Offer Deadline").

437 BUYER:

438 Buyer's Signature _____ Date & Time _____
439 Buyer's Signature _____ Date & Time _____
440 Buyer's Signature _____ Date & Time _____
441 Buyer's Signature _____ Date & Time _____

443 Seller's Response: Seller: ACCEPTS
444 REJECTS

Buyer Initials _____ Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

445 **COUNTERS Buyer's offer (use Form 2.1).**

446 Seller will be bound by this Agreement only by selecting "ACCEPTS" and delivering a signed copy of this Agreement to Buyer prior to
447 the Offer Deadline. Acceptance after the Offer Deadline will only be valid upon Mutual Acceptance of **Form 2.3**.

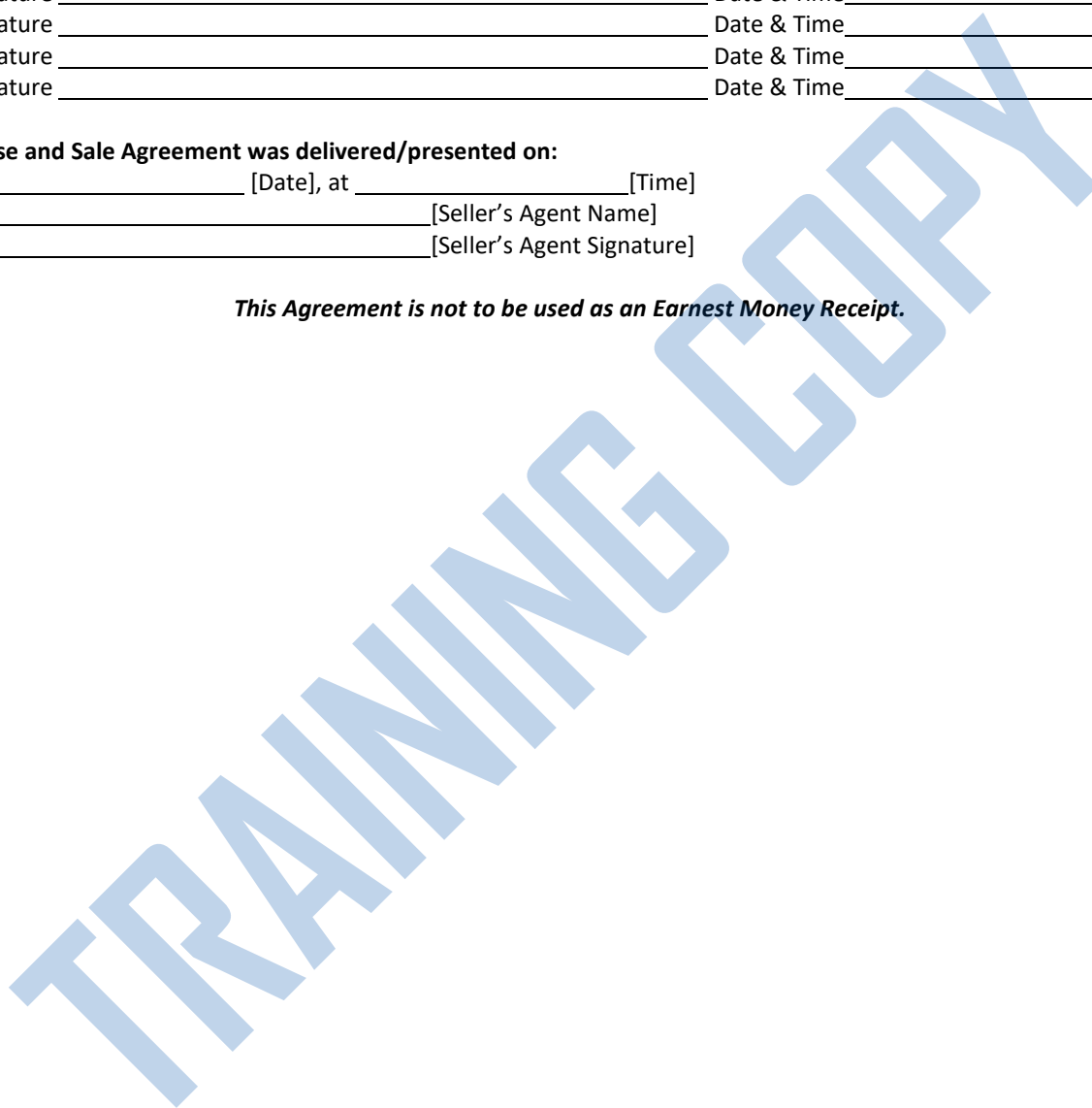
448 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year accompanying the signatures
449 below:

450
451 **SELLER:**

452 Seller's Signature _____	Date & Time _____
453 Seller's Signature _____	Date & Time _____
454 Seller's Signature _____	Date & Time _____
455 Seller's Signature _____	Date & Time _____

456
457 **This Purchase and Sale Agreement was delivered/presented on:**
458 _____ [Date], at _____ [Time]
459 _____ [Seller's Agent Name]
460 _____ [Seller's Agent Signature]

461 ***This Agreement is not to be used as an Earnest Money Receipt.***



Buyer Initials _____ **Seller Initials** _____