



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: _____



1.5 OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

1. Buyer and Seller enter into this Sale Agreement ("Agreement") under the following terms and conditions for the purchase and sale of Oregon real estate that contains no dwelling structures and no agricultural, commercial or industrial uses. This is a legally binding contract. Parties should read this Agreement in its entirety. If Parties have questions about their legal obligations after reviewing this Agreement, they should seek competent legal and financial advice. Buyer and Seller acknowledge that they have read and understand the Oregon REALTORS® Buyer and Seller Advisories, respectively. This form requires Buyer to input information about Seller and Property. Buyer should complete this form in its entirety based upon the best information available to Buyer. If Seller wishes to sell to Buyer but information about Seller or Property is inaccurate, Seller should not accept the offer as written and should submit a counteroffer with the corrected information.

2. Names of parties to this Agreement (the "Parties"):

Buyer _____ Seller _____
Buyer _____ Seller _____
Buyer _____ Seller _____
Buyer _____ Seller _____

3. Property Description (the "Property").

3a. Property Address: _____ County of: _____

3b. If 3a. is insufficient to identify Property, additional property description (attach if necessary): _____

4. Financial Terms:

4a. Buyer offers to purchase the Property from Seller for the Purchase Price of \$ _____

4b. Earnest Money to be held by Escrow; or _____ (Client Trust Account Holder) \$ _____

4c. Remainder of Down Payment to be paid at or before Closing \$ _____

4d. Remainder of Purchase Price to be paid at Closing by Cash Loan Seller Financing \$ _____

4e. Buyer's closing costs and prepaid items to be paid by Seller (if applicable) in the amount of \$ _____

4f. If any amounts above are based on Contingent Funds/Nonliquid Funds, specify: _____

5. Loan Program (if applicable): Conventional FHA (Form 2.19) VA (Form 2.19) USDA ODVA Private Money
 Other (specify) _____. Buyer is pre-approved Yes (attach if available) No

6. Conveyance: Transaction accomplished by way of Deed; or
If transaction Seller-Carried (Form 8.1): Promissory Note and Deed of Trust ; or Land Sale Contract

7. Closing. Date: _____ Possession Date, if different: _____ (Form 2.16 or Form 2.17)

7a. Prorations will occur as of Closing Possession Other Date _____

8. Escrow (if applicable): Escrow Company/Agent _____ Officer _____

9. Included Items: All Fixtures with integral related items (see below definitions), and no Personal Property, except:

9a. Included Personal Property in as-is condition at no value: _____

9c. Excluded Fixtures: _____

10. Association: Property is in a planned community subject to an Association Yes (Form 4.4) No

11. Purchase/Sale Contingencies. Subject to Buyer's Sale Contingency (Form 2.10) Seller's Purchase Contingency (Form 2.12)

12. Water/Sewer. Seller represents that Seller has Actual Knowledge that primary dwelling unit is connected to (check all that apply):

public water private well (Form 2.8) community well (Form 2.8) other source (specify) _____

public sewer on-site sewage system (Form 2.9)

13. Equipment: Property contains leased/financed equipment (e.g. alarm system, solar panels) Yes (Form 7.3) No

14. Historic Property: Property is eligible for special tax assessment/subject to ordinance as historic Yes (Form 4.3) No

15. Other Special Tax Assessment. Property is specially assessed under ORS 308(A) or ORS 321 Yes (Form 2.22) No

Buyer Initials _____

Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

49 **16. FIRPTA.** Seller is a foreign person under 26 U.S. Code § 1445 (FIRPTA)

Yes (**Form 2.7**) No

50 **17. Additional Provisions:** Attach General Addendum (**Form 2.2**) if necessary: _____

51 _____
52 _____
53 _____
54 _____

OREGON VACANT REAL ESTATE PURCHASE AND SALE AGREEMENT TIME PERIOD TERMS

56 **18. Counting Time:** This Agreement is to be interpreted using the time zone in which the Property is located. Any period counted in
57 either Business Days or Calendar Days commences on the next Business Day or Calendar Day, respectively, following the triggering
58 event. Unless otherwise stated in this Agreement, the triggering event is Mutual Acceptance of this Agreement. A period ends,
59 or a deadline is reached, at 5pm (if Business Days) or 11:59pm (if Calendar Days) on the final day of the period or on the day of
60 the deadline.

61 **19. Specific Dates Control:** The Party completing this form should affirmatively select a time period in each instance where an option
62 is provided below. If neither box or both boxes are selected, or in any other case of ambiguity, this Agreement shall treat the first
63 of the two boxes in a time period provision as having been selected.

64 **20. Earnest Money Deposit:** Within **3 Business Days**; or _____ **Business Days** Buyer will deliver the Earnest Money to the
65 Escrow Agent or the Client Trust Account holder identified on Page 1 of this Agreement (“Earnest Money Deposit Deadline”), in a
66 form acceptable to the receiver of the funds. Buyer represents that Buyer has sufficient available funds for the Earnest Money
67 agreed to on Page 1 of this Agreement.

68 After the Earnest Money Deposit Deadline and if Buyer fails to deposit Earnest Money, Buyer’s Earnest Money deposit fails due
69 to insufficient funds or Buyer’s Earnest Money deposit is reversed by Buyer or bank, Seller shall have the option to pursue the
70 following remedies:

71 (i) Seller can provide Buyer with a **Form 5.2 Seller’s Notice of Default**, giving the Buyer the Cure Period to provide the
72 Earnest Money Deposit. Buyer’s failure to cure after receiving a Notice of Default will result in Seller being entitled to
73 bring action against Buyer for recovery of the intended Earnest Money sum.

74 (ii) Within **2 Business Days** after the end of the Earnest Money Deposit Deadline, Seller can terminate the transaction by
75 delivering **Form 5.4 Seller’s Notice of Termination** to Buyer, at which point any Earnest Money Buyer has provided will
76 be refunded to Buyer, and Buyer’s further obligation to provide Earnest Money shall cease. Seller will not have a cause
77 of action to recover the intended Earnest Money sum in this instance.

78 **21. Buyer Representations and Duties Regarding Financing:** If Buyer is obtaining a loan to purchase the Property, Buyer represents
79 that Buyer has sufficient and available funds for the Down Payment and Buyer’s closing costs. Buyer represents Buyer is not
80 relying on any Contingent Funds or Nonliquid Funds for Down Payment or closing costs unless specifically set forth in this
81 Agreement or in an attached **Form 2.2 General Addendum** or **Form 2.10 Buyer’s Contingent Right to Purchase**.

82 If Buyer did not provide evidence of loan pre-approval with offer, within **2 Business Days**; or _____ **Business Days**, Buyer
83 must submit such evidence to Seller (“Pre-Approval Deadline”).

84 Within **5 Business Days**; or _____ **Business Days** Buyer must provide Seller with evidence from lender that Buyer has
85 submitted Buyer’s Intent to Proceed with loan (Loan Intent Deadline). Buyer will act Promptly and in good faith to take all steps
86 necessary to obtain Buyer’s loan.

87 By the **Business Day following the end of the Due Diligence Period**, or within _____ **Business Days after Mutual**
88 **Acceptance**, Buyer must order appraisal from lender (“Appraisal Deadline”). Buyer may not change lender or loan programs
89 without Seller’s written consent. Buyer must inform Seller within 2 Business Days of any developments regarding Buyer’s
90 financing that may affect Buyer’s ability to comply with the terms this Agreement. Buyer authorizes Seller and Seller’s agent to
91 obtain information about the status of Buyer’s loan from lender, and Buyer will execute an authorization form, if required by
92 lender, to accomplish the same.

93 **22. Financing Contingencies:** If the Parties have agreed that Buyer is purchasing the Property with a loan, Buyer’s obligation to
94 purchase Property is contingent upon (1) Buyer and Property qualifying for the agreed upon loan (“Loan Contingency”) and (2)
95 Lender’s appraisal being equal to or greater than the purchase price (“Appraisal Contingency”).

96 Buyer will notify Seller within **2 Business Days**; or _____ **Business Days after receiving notification from lender that Buyer**
97 **or Property fail to qualify for the loan** or that the Property has appraised below the Purchase Price (“Failed Financing Notice

Buyer Initials _____

Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

98 Timeline"). When Buyer notifies Seller that financing has failed, Buyer may give Seller a **Form 5.3 Buyer's Notice of Termination**
99 with all Earnest Money returned to Buyer.
100 If Buyer does not send a Buyer's Notice of Termination alongside the failed financing notice, Buyer and Seller may renegotiate the
101 terms of this Agreement. If Buyer and Seller fail to reach an agreement **within 2 Business Days; or _____ Business Days**
102 **after Seller receives notification from Buyer that Buyer or the Property fail to qualify for the loan** ("Financing Renegotiation
103 Period"), either Party may terminate the Agreement within **2 Business Days** after the end of the Financing Renegotiation Period
104 by delivering **Form 5.3 or Form 5.4 Notice of Termination** to the other Party, stating that the Parties failed to renegotiate the
105 financing terms of the Agreement and indicating that all Earnest Money shall be returned to Buyer, unless Buyer: (i)
106 misrepresented Buyer's financial information, (ii) has failed to fulfill duties regarding financing described in Section 21 above after
107 receiving a **Form 5.2 Notice of Default** from Seller, or (iii) failed to give Seller required notice during the Failed Financing Notice
108 Timeline. In such an event of Buyer misrepresentation or failure to comply with duties, Seller has the right to Earnest Money
109 under this Agreement.
110 If neither Buyer nor Seller delivers a **Form 5.3 or Form 5.4 Notice of Termination** within **2 Business Days** after the end of the
111 Financing Renegotiation Period, the Parties will be deemed to have approved the transaction without the Financing Contingency,
112 and Buyer will be deemed to have released Buyer's rights under the Financing Contingency.

113 **23. Proof of Funds for Cash Purchases:** If purchasing with cash, **within 2 Business Days; or _____ Business Days; or at the**
114 **time of the offer** ("Proof of Funds Deadline"), Buyer will provide to Seller verification, reasonably satisfactory to Seller, of sufficient
115 and available funds to Close this transaction ("Proof of Funds"). Buyer represents that Buyer is not relying on any Contingent
116 Funds or Nonliquid Funds unless specifically set forth in this Agreement or in an attached **Form 2.2 General Addendum or Form**
117 **2.10 Buyer's Contingent Right to Purchase**. If Proof of Funds not provided at the time of Buyer's Offer or Counteroffer, Seller
118 may terminate this transaction with no further obligation to Buyer by providing Buyer with **Form 5.4 Seller's Notice of Termination**
119 and all Earnest Money shall be refunded to Buyer under the following circumstances:
120 (i) Buyer fails to provide Proof of Funds before the Proof of Funds Deadline; or
121 (ii) Seller is dissatisfied with the Proof of Funds and Seller's dissatisfaction is objectively reasonable and communicated to
122 Buyer in writing within **2 Business Days** after receiving the unsatisfactory Proof of Funds from Buyer.

123 Seller's right to terminate the transaction for the above reasons will cease when Seller receives satisfactory proof of funds from
124 Buyer, or at Closing, whichever happens earlier.

125 **24. Due Diligence Contingency (Inspections, Environmental Assessments, Document Review, Approvals):** Unless waived in writing
126 by Buyer, Buyer may have the Property reviewed, inspected, tested, and surveyed for all matters affecting the suitability of the
127 Property for Buyer's intended use and/or reasonably related to the purchase or economic feasibility of the Property, such as
128 locating oil tanks, inspecting for pests or mold, performing soil evaluations, evaluating compliance with applicable laws, reviewing
129 zoning and land use restrictions, and testing for hazardous substances ("Due Diligence"). All inspections must be performed by
130 Oregon-licensed professionals. Buyer is responsible for restoration of the Property following any inspections performed on
131 Buyer's behalf. Buyer must provide reasonable notice to Seller of any inspections taking place and Seller must provide reasonable
132 access for Buyer's inspections, tests, or surveys.

133 **Buyer has 10 Business Days; or _____ Business Days ("Due Diligence Period") to complete all inspections, surveys, tests,**
134 **complete all negotiations with Seller over repairs, agree to the terms of the Form 2.5 Repair Addendum and/or to terminate**
135 **the transaction by giving Seller a Form 5.3 Buyer's Notice of Termination stating Buyer's unconditional disapproval of the**
136 **Property during the Due Diligence Period** ("Due Diligence Contingency"). If Buyer terminates the transaction pursuant to this
137 Section, all Earnest Money will be returned to Buyer.

138 Seller is not required to make repairs or modify payment terms. Buyer's failure to deliver to Seller a signed **Form 5.3 Buyer's**
139 **Notice of Termination** based on the unconditional disapproval during this Due Diligence Period constitutes Buyer's acceptance of
140 the condition of the property. Until Closing and for or up to **10 Business Days** after a termination, upon Seller's request Buyer
141 must provide a copy of any inspection report, survey or test requested by Seller.

142 This section does not apply to or affect rights granted in the **Form 2.8 Well Addendum or Form 2.9 On-Site Sewage Addendum**.

143 **25. Title Reports, Documents and Contingency:** Within **1 Business Day** after Mutual Acceptance, Seller shall order or cause to be
144 ordered a preliminary title report ("Preliminary Report"), together with complete and legible copies of all documents that will
145 remain as exceptions to Buyer's policy of Title Insurance ("Title Documents") from the Title Company, including but not limited to
146 conditions, covenants and restrictions ("CC&Rs"); deed restrictions; and easements. Unless waived in writing by Buyer, this
147 transaction is contingent upon Buyer's approval of the Preliminary Report and Title Documents as described in this Section ("Title
148 Review Contingency").

Buyer Initials _____

Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

149 **Buyer shall have 5 Business Days; or _____ Business Days after receipt of a Preliminary Report and Title Documents to**
150 **notify Seller in writing of any items disapproved by Buyer (“Title Review Period”). If an Amended Preliminary Title Report is issued**
151 **that supplements the Preliminary Report (“Amended Report”) with additional liens, CC&Rs, deed restrictions, or encumbrances**
152 **(“New Items”), Buyer’s Title Review Period will extend for an additional 5 Business Days after delivery of the Amended Report**
153 **(“Extended Review Period”), or until the Closing Date, whichever is sooner. During this Extended Review Period, Buyer may**
154 **disapprove only of the New Items in the Amended Report.**

155 **If Buyer provides written disapproval of any items in the Preliminary Report and Title Documents or Amended Report, Seller**
156 **has 5 Business Days; or _____ Business Days upon receipt of Buyer’s notice to correct the matters identified in Buyer’s**
157 **disapproval or provide assurances acceptable to Buyer that the matters will be corrected prior to Closing (“Title Correction**
158 **Period”). If Buyer’s written disapproval is based on an Amended Report and Buyer’s notice of disapproval is delivered to Seller**
159 **within 5 Business Days before the Closing Date, the Closing Date will be extended for 5 Business Days to provide sufficient time**
160 **for the Title Correction Period. If Seller has failed to correct items disapproved by Buyer or otherwise failed to provide adequate**
161 **assurances that such items will be corrected prior to Closing, within 2 Business Days after the end of the Title Correction Period**
162 **Buyer may give Seller a *Form 5.3 Buyer’s Notice of Termination* stating that Seller failed to provide such corrections or assurances**
163 **within the Title Correction Period, and all Earnest Money shall be returned to Buyer. Buyer’s failure to provide written**
164 **disapproval and a Notice of Termination within the times set forth in this Section constitutes Buyer’s acceptance of the matters**
165 **disclosed in the Preliminary Report or Amended Report and Title Documents or Buyer’s acceptance of Seller’s title corrections.**
166 **Seller will continue to have a duty to convey marketable title, regardless of this provision. Buyer shall be provided at Seller’s**
167 **expense an American Land Title Association (“ALTA”) Standard Coverage Owner’s Policy of Title Insurance, showing title vested in**
168 **Buyer. Buyer may acquire extended coverage at Buyer’s expense. If applicable, Buyer shall pay the cost of obtaining the ALTA**
169 **Loan Policy of Title Insurance required by Buyer’s lender.**

170 **26. Risk of Loss:** Seller must Promptly notify Buyer in writing if all or a material part of the Property is destroyed without fault of
171 Buyer and neither Closing nor Possession have occurred. Seller shall use reasonable diligence to submit all claims and related
172 information to Seller’s insurance company and Promptly inform Buyer of all relevant updates regarding Seller’s insurance claim.
173 At Buyer’s sole discretion, Buyer may elect to continue with the transaction by notifying Seller in writing before Closing and within
174 **10 Business Days** after receiving Seller’s notice of Property destruction (“Post-Destruction Period”). Upon such notice, the Closing
175 Date shall automatically be extended for a reasonable period of time required to cure or repair any damage or destruction, but in
176 no case longer than **60 Calendar Days**. The Parties may agree to a written contract outlining the terms and conditions under which
177 Buyer will remain obligated to purchase the Property.
178 If Buyer does not give Seller written notice of intent to proceed with the transaction and Seller has not repaired all damage or
179 destruction to the Property, or if Seller fails to Promptly notify Buyer in writing if all or a material part of the Property is destroyed,
180 Seller cannot enforce this Sale Agreement and Buyer may give Seller a ***Form 5.3 Buyer’s Notice of Termination*** terminating the
181 transaction, In this instance, Buyer is entitled to a refund of the Earnest Money and to recover any portion of the Purchase Price
182 that Buyer has paid.
183 If all or a material part of the Property is destroyed without fault of Seller and either Closing or Possession have occurred, Buyer
184 remains obligated to purchase the Property under the terms of this Agreement.

185 **27. Seller’s Vacant Land Disclosure:** Unless waived by Buyer in writing, Seller shall provide Buyer with a ***Form 3.3 Seller’s Vacant Land***
186 ***Disclosure*** (“SVLD”) within **5 Business Days** after Mutual Acceptance. After delivery of the SVLD, Buyer has **5 Business Days** (“SVLD
187 Period”) to terminate this Agreement by providing Seller with ***Form 5.3 Buyer’s Notice of Termination*** explaining Buyer
188 disapproval of information contained in the SVLD and terminating Buyer’s offer. Buyer shall have all Earnest Money refunded to
189 Buyer if Notice of Termination is given within the SVLD Period.

OREGON VACANT REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

191 **28. Definitions:** Definitions apply to this Agreement and each included addendum, unless otherwise specified in the subject
192 addendum. In addition to the terms below, defined terms include those defined by the Parties on Page 1 of this Agreement
193 (e.g. Purchase Price, Earnest Money, Closing Date, Escrow Agent, etc.). Defined terms are capitalized when used in this
194 Agreement.

195 ***Actual Knowledge:*** Direct knowledge of information, not including information that the relevant Party “should have” known
196 ***Business Day:*** Any day other than Saturday, Sunday, or a legal state holiday under ORS 187.010.

197 ***Buyer and Seller:*** “Buyer” means any and all buyers, and “Seller” means any and all sellers, who are party to this Agreement.

198 ***Closing:*** When all documents are recorded and the sale proceeds are available to Seller.

Buyer Initials _____

Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

199 **Contingent Funds:** Money that will belong to Buyer with the uncertain occurrence of a future event that is outside of Buyer's
200 control, such as money gifts, proceeds from lawsuits, or a Year-End Bonus.

201 **Effective Date:** The date that Mutual Acceptance occurred.

202 **Fixture:** Any physical property that is permanently attached to real property including but not limited to the following, along with
203 any integrally related controls or keys: doors and windows including storm doors and windows and door and window screens;
204 window shades; window tank awnings; installed irrigation equipment; installed landscaping features (including hardscapes and
205 plantings); installed antennas; attached floor coverings; heating, ventilation, air conditioning systems and related components;
206 installed fireplace and fireplace insert components; attached light fixtures and light bulbs; plumbing; water heaters; installed
207 window blinds, and installed curtain or drapery rods (but not curtains or drapes). Physical property that is attached to real
208 property solely for the purpose of preventing the physical property from damage or causing injury as a result of tipping, falling or
209 sliding is not "permanently attached."

210 **Mutual Acceptance:** "Mutual Acceptance" of a document occurs when both Buyer and Seller have signed and delivered the
211 document, with no modification of terms, to the other Party.

212 **Nonliquid Funds:** Money that is not currently available to the Buyer without some kind of transfer, such as 401K account balances,
213 stock, cryptocurrency, or other things of value that Buyer must first sell or liquidate before realizing a cash sum.

214 **Parties/Party:** "Parties" refers to Buyer and Seller and "Party" refers to either the Buyer or the Seller, as determined by context.

215 **Personal Property:** Any physical property not permanently attached to real property and not otherwise defined as a Fixture.

216 **Possession:** When the Buyer has the legal right to occupy the Property, subject to any Tenancies.

217 **Promptly:** As soon as is practicable and no more than two Business Days.

218 **29. Headlines:** Headings at the beginning of each section and subsection are solely for convenience of reference.

219 **30. Description:** Buyer and Seller agree that if not provided on Page 1 of this Agreement or in accompanying attachment, the legal
220 description of the Property provided by the Title Company will be reviewed and confirmed by Buyer and Seller prior to conveyance
221 of title and will serve as the legal description for the purposes of this Agreement and conveyance of title.

222 **31. Included Items:** All Fixtures and no Personal Property are included in this sale unless otherwise stated on Page 1 of this Agreement
223 or in an addendum to this Agreement. If any fixtures or personally property included in this sale are controlled by wifi, Bluetooth
224 or similar technology, Seller will promptly notify Buyer and will provide Buyer with all necessary instructions and access
225 information at Closing.

226 **32. 1031 Exchange Like-Kind Exchange:** If either Party intends to pursue this transaction as part of an Internal Revenue Code 1031
227 exchange ("Exchanging Party"), the Exchanging Party must Promptly notify the other Party and Escrow. The other Party shall
228 cooperate so long as it will not delay Closing and does not cause additional cost or liability to the other Party. The Exchanging
229 Party shall indemnify, defend and hold the other Party harmless from any liability, damages and costs arising out of the 1031
230 exchange.

231 **33. Additional Seller Representations:** Unless otherwise disclosed in writing, Seller represents the following:

232 (i) At the time Buyer is entitled to possession, Seller will deliver to Buyer the Property and all its included components in
233 substantially the same condition as when Buyer submitted Buyer's offer to purchase.

234 (ii) Seller will keep the Property fully insured through Closing and shall keep utilities paid through Closing.

235 (iii) Seller represents that Seller has no Actual Knowledge of any liens or assessments to be levied against the Property, of
236 any boundary disputes or encroachments related to the property, of any violation of law related to the Property, or of
237 any material defects related to the Property not otherwise described in in this Agreement or in any addenda thereto or
238 in a Seller's Property Disclosure Statement (if provided to Buyer).

239 (iv) Seller has no Actual Knowledge of any undisclosed hazardous substances, as classified by state and federal law, in or
240 about the property other than substances contained in appliances or equipment. Seller has disclosed the presence of
241 any hazardous substances Seller either knows of or has received written notice from a governmental agency regarding.
242 Asbestos commonly exists in building material in residential housing, and may be present in the Property outside Seller's
243 knowledge.

244 (v) Seller has no Actual Knowledge of discrepancies between boundaries in the legal description of the Property and any
245 current possession and use boundaries.

246 (vi) Seller has the authority to transfer all water rights associated with the Property, can verify Seller's beneficial use of the
247 water rights associated with the property within the past 5 years and has no knowledge of any existing claims or causes
248 of action that could terminate the water right.

Buyer Initials _____

Seller Initials _____

OREGON VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

249 Seller has an obligation to Promptly notify Buyer if Seller gains Actual Knowledge of information that makes any representations
250 made by Seller about the condition of the Property in this Agreement or in any associated disclosures materially false.

251 **34. Buyer Acknowledgement of Condition of Property:** Buyer acknowledges that, subject to the representations made by Seller in
252 this Agreement or any addenda thereto, and the representations made by Seller in Seller's Property Disclosure Statement (if any),
253 Buyer accepts the present condition of the Property and is purchasing the Property in "as-is, where-is" condition. Neither Buyer's
254 nor Seller's agent has a duty to investigate property conditions. Buyer is responsible for Buyer's own diligent investigation of
255 property conditions. Nothing in this paragraph diminishes Buyer's rights under any express contingencies included in this
256 Agreement.

257 **35. IRS and Foreign Investment in Real Property Tax Act, 26 U.S. Code § 1445 (FIRPTA) Reporting:** Buyer and Seller acknowledge
258 under 26 USC § 1445 ("FIRPTA"), if Seller is a foreign person as defined by FIRPTA, Buyer is required to withhold federal income
259 taxes up to 15% of the Purchase Price. Seller warrants the identification of Seller's status as foreign or non-foreign under FIRPTA
260 on Page 2 of this Agreement is correct. If Seller is not a foreign person under FIRPTA, Seller is required to provide Buyer, or Escrow
261 Agent acting as a Qualified Substitute under FIRPTA, a completed signed Certification of Non-Foreign Status that meets the
262 requirements of 26 CFR § 1.1445-2(b)(2) ("Certification"). Escrow Agent is authorized by law to act as a Qualified Substitute. If
263 Escrow Agent acts as a Qualified Substitute, upon delivery of Seller's Certification to Escrow Agent, Seller and Buyer shall instruct
264 Escrow Agent to provide Buyer a Qualified Substitute Statement that meets the requirements of 26 USC §1445(b)(9). Buyer must
265 retain the Certification or Qualified Substitute Statement until the end of the fifth taxable year following the taxable year in which
266 this transaction takes place. Escrow shall deliver a copy of the Certification to IRS upon Buyer request. Seller's and Buyer's real
267 estate agents are not experts in FIRPTA and will not act as a Qualified Substitute or as a transferor or transferee agent under
268 FIRPTA. For detailed information on how to comply with FIRPTA Buyer and Seller should seek independent legal and tax advice
269 from a qualified attorney or tax professional, and are encouraged to include **Form 2.7 FIRPTA Addendum** with this transaction.

270 **36. Proration of taxes, fees, utilities, rents and deposits:**
271 Unless otherwise agreed in writing:
272 **Buyer** shall be responsible for all property-related taxes, fees, and utility charges, and shall be entitled to all property-related rents
273 and other income that accrue after the date identified for Prorations on Page 1. If Buyer is taking Property subject to tenant, all
274 deposits held by Seller on behalf of tenant shall be transferred to Buyer. If there is propane or heating oil on the Property, Buyer
275 shall have the propane or oil company measure the level of the fuel at or before Closing and shall pay Seller for the market value
276 of the fuel at the time of measuring.
277 **Seller** shall be responsible for paying all property-related taxes, fees and utility charges, and shall be entitled to all property-
278 related rents and income, that accrue prior to the date identified for Prorations on Page 1.
279 All funds required to be exchanged or prorated between the Parties pursuant to this section other than propane or heating oil,
280 shall be handled through Escrow. Real estate transfer taxes and escrow fees, if any, are split evenly between the parties.

281 **37. Closing Costs:** Compensation for real estate agents will be paid at Closing according to the terms of any written compensation
282 agreement between the Parties and their agents/agent's firms and/or between the agents/agent's firms. Unless otherwise agreed
283 in writing or prohibited by Buyer's loan program, Closing Costs shall be divided as follows:
284 **Buyer shall pay at or before Closing:** Buyer's filing fees, Buyers closing costs not agreed to be paid by Seller, and, if applicable,
285 lender fees and cost of lender's insurance policy.
286 **Seller shall deduct from the proceeds of the Sale to pay:** Owner's title policy [Owner's title policy will not be construed as a Seller
287 credit], Seller's recording fees, the costs of clearing any liens or encumbrances that must be cleared to meet the terms of this
288 Agreement, other Seller's closing costs and any of Buyer's closing costs agreed to be paid by Seller in this Agreement.

289 **38. Closing, Possession, Property Condition, Cleaning, State Withholdings:** Closing shall occur on the date identified on Page 1 of
290 this Agreement as "Closing Date," or earlier if agreed upon by the Parties. Unless otherwise agreed in writing, Closing and
291 Possession shall occur by 5:00pm on the Closing Date. If the Closing Date falls on a day other than a Business Day, or any other
292 day when the county recording office is closed, the Closing Date is the next day that is not a Saturday, Sunday, legal holiday, or
293 day when the county recording office is closed.

294 At the time of Possession, Seller shall deliver the Property and all its included components to Buyer in substantially the same
295 condition as when Buyer submitted Buyer's offer to purchase. If any Property system or appliance becomes inoperative or
296 malfunctions prior to Possession, Seller shall repair the system or appliance such that the system or appliance is in the same
297 condition as it was at the time of Buyer's offer or replace the system or appliance with one of at least equal quality.

Buyer Initials _____

Seller Initials _____

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.

Buyer Initials _____

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**.

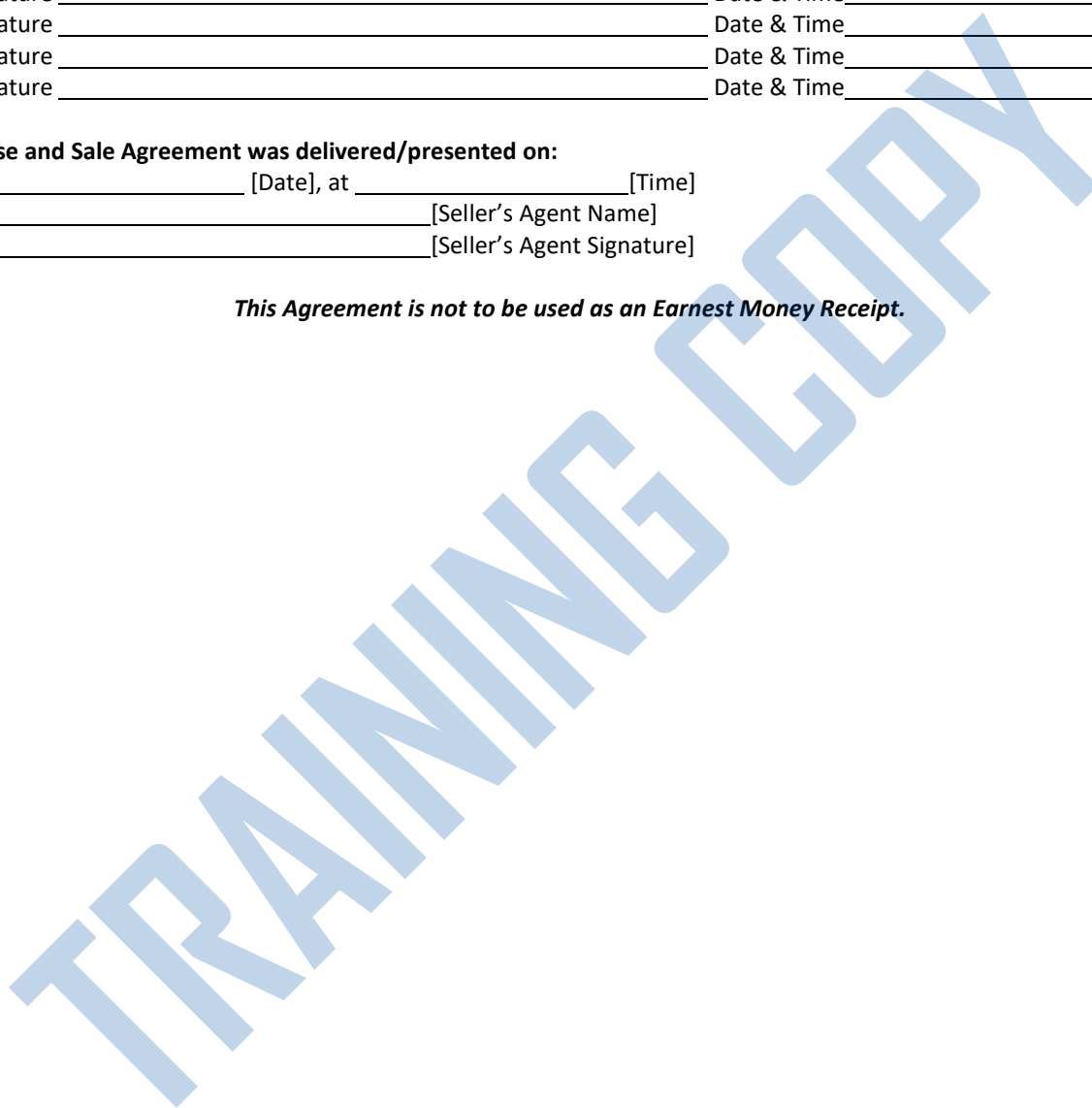
448 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year accompanying the signatures
449 below:

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 _____