

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
 2 to the following agency relationships in this transaction:

3 Buyer's Agent(s)*: _____ Oregon License #: _____
 4 is/are the agent of (select one): Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")
 5 Name of Real Estate Firm(s)*: _____ Firm License #: _____
 6 Buyer's Agent's Office Address: _____
 7 Phone #1: _____ Phone #2: _____ E-mail: _____

8 Seller's Agent(s)*: _____ Oregon License #: _____
 9 is/are the agent of (select one): Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")
 10 Name of Real Estate Firm(s)*: _____ Firm License #: _____
 11 Seller's Agent's Office Address: _____
 12 Phone #1: _____ Phone #2: _____ E-mail: _____

13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.
 14 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
 15 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as
 16 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

17 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the
 18 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final
 19 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

20 Buyer _____ Print _____ Date _____ ←
 21 Buyer _____ Print _____ Date _____ ←
 22 Seller _____ Print _____ Date _____ ←
 23 Seller _____ Print _____ Date _____ ←

FARMS, RANCHES, ACREAGE & NATURAL RESOURCE PROPERTY REAL ESTATE SALE AGREEMENT

24 This agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an
 25 explanation of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review the definitions and miscellaneous
 26 section below. No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or
 27 alterations must be made on a separate document.

28 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer _____
 29 _____
 30 offers to purchase from Seller _____
 31 _____

32 the following described real property, consisting of ___ acres, more or less (hereinafter the "Property") situated in the State of Oregon, County of
 33 _____, and commonly known as (insert street address, city, zip code, tax identification number, lot/block description, etc.).
 34 _____
 35 _____

36 (Buyer and Seller agree, if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
 37 Section 10 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
 38 for the Purchase Price (in U.S. currency) of _____ A \$ _____
 39 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ _____
 40 on _____ as additional earnest money, the sum of (the "Additional Deposit") C \$ _____
 41 at or before Closing, the balance of down payment _____ D \$ _____
 42 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price _____ E \$ _____
 43 shall be paid as agreed in Financing Section of this Agreement (Lines B, C, D, and E should equal Line A)

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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44 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (for example, remote controls, smart home features, and all keys
45 related to Property including mailbox, outbuildings, etc.) are to be left upon the Property. Fixtures shall include but not be limited to built-in
46 appliances, attached floor coverings, drapery and curtain rods, window blinds, window and door screens, storm doors and windows, system fixtures
47 (irrigation, plumbing, ventilating, cooling and heating), annually affixed irrigation pumps, water heaters, attached electric lights and bathroom
48 fixtures, light bulbs, fluorescent lamps, awnings, fences and gates, all planted shrubs, plants and tree, and affixed trade equipment and machinery
49 (for example, electric fence chargers, water troughs, above-ground storage tanks, etc.) EXCEPT: _____
50 _____

51 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition, is included in the purchase price _____
52 _____
53 _____ at a value \$ _____.

54 See Addendum _____ for the list of personal property. All personal property transfers will be by good and sufficient bill of sale.

FINANCING

55 **4. BALANCE OF PURCHASE PRICE:** (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down
56 payment, and if an all-cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of
57 funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____
58 _____

59 If this transaction is contingent upon Buyer obtaining the above-mentioned funds, Buyer will add an express contingency in Section 9 of this
60 Agreement.

61 **A. This is an all-cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (select only one):

- 62 Buyer has attached the Verification to this Agreement.
63 Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;
64 Other (Describe): _____

65 If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within
66 _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be
67 objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

68 If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller
69 will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree
70 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

71 **B. The Balance of the Purchase Price will be financed through one of the following loan programs** (Select only one):

- 72 Conventional;
73 FHA;
74 Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
75 If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this
76 Agreement.
77 Other (Describe): _____
78 Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program
79 selected above.

Pre-Approval Letter.

- 80 Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
81 Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;
82 Other (Describe): _____

84 **5.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the
85 following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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86 not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and,
87 (4) Other (Describe): _____
88 _____

89 Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

90 **5.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
91 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have ____ Business Days (two [2] if not filled in) following the date of
92 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
93 similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and
94 Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section
95 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer.
96 Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price
97 and terms as Seller determines, in Seller's sole discretion.

98 **5.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

- 99 (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided
100 the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the
101 following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an
102 estimate of the value of the Property, and (vi) the loan amount sought.
- 103 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three
104 [3] if not filled in, but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly
105 notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
- 106 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
107 fees, to obtain the Loan.
- 108 (4) Buyer will not replace the Lender or loan program selected in Section 4.B. without Seller's written consent, which may be withheld in
109 Seller's sole discretion.
- 110 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential
111 developments regarding Buyer's financing and the time of Closing.
- 112 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 11
113 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
- 114 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
115 application status.

116 **6. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note
117 and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032
118 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (select only one):

- 119 Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
120 Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

121 Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such
122 financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business
123 Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the
124 last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law
125 requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real
126 estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

127 **7.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty
128 insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

129 **7.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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130 Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the
131 document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to
132 which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a
133 property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer,
134 or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred
135 dollars to over a thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a
136 lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

137 **8. LENDER SHARES:** If, as part of this transaction, Buyer will be assuming a loan from an entity that requires purchase of shares in said entity,
138 such as Farm Credit Services, then those shares shall shall not be a part of the purchase price identified at Section 1 (Price/Property
139 Description). If said shares are not a part of the purchase price, Buyer and Seller shall reach mutual written agreement as to such price and stock
140 ownership requirements within ____ Business Days (ten [10] if not filled in) from the date the Effective Date.

141 **9. ADDITIONAL FINANCING PROVISIONS** (for example, closing costs): _____
142 _____
143 _____

CONTINGENCIES

144 **10. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company
145 selected at Section 28 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Reports and Documents") for
146 the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available,
147 using the Notification Method described in Section 42(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is
148 subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact
149 the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on
150 specific legal or title issues.

151 Upon receipt of the Report and Documents, and upon receipt of each supplement to the Reports and Documents that contains material information
152 previously unknown to Buyer, Buyer will have ____ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters
153 disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute
154 acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to
155 the Property pursuant to Section 34 (Deed) below. If within ____ Business Days (five [5] if not filled in) following Seller's receipt of the Objections,
156 Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction
157 prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in
158 writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer, at Seller's sole expense, an owner's standard form
159 policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if
160 any, and all other title exceptions agreed to be removed as part of this transaction.

161 **11. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
162 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's
163 intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many
164 properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking
165 water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these
166 conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information
167 and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details,
168 Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

169 **Select only one box below:**

170 **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of
171 Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any
172 portion of the Property (for example, radon and mold).

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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173 Identify Invasive Inspections: _____

174 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business
175 Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller
176 regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless
177 requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination,
178 Buyer will promptly comply.

179 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
180 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during
181 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
182 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any
183 inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property.
184 If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection
185 Period will automatically terminate unless the parties agree otherwise in writing.

186 **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

187 **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
188 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections
189 performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more
190 licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired
191 invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

192 Identify invasive inspections: _____

193 Buyer will restore Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business Days
194 (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

195 **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully
196 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection
197 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

198 **Other Inspection Addendum:** _____

199 The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to this Sale
200 Agreement.

201 **12.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
202 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

203 **12.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
204 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

205 **13. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the
206 "Date of Delivery"), Seller will deliver to Buyer OREF 021 Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the
207 EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will
208 have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a
209 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to
210 Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will
211 receive a prompt refund of all Deposits. If requested by Seller, Buyer will deliver to Seller a copy of written reports or evaluations, if any, with the
212 Notice of Cancellation. Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency
213 Period will constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and
214 the LBP Contingency Period will automatically expire.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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215 **14. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right")
216 unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only
217 within five (5) Business Days after the Effective Date AND Seller has delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure
218 Statement. However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as
219 Buyer does so before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

CONDITIONS AND COMPONENTS OF THE PROPERTY

220 **15. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following
221 representations to Buyer:

- 222 (1) The primary dwelling is connected to (select all that apply):
 - 223 A public sewer system
 - 224 An on-site sewage system
 - 225 A public water system
 - 226 A private well
 - 227 Other (for example, surface springs, cistern, etc.): _____
- 228 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
229 and equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential
230 housing and may exist in the Property.
- 231 (3) Seller knows of no material defects in or about the Property.
- 232 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard,
233 personal property, crops, and other assets included in the purchase will be in substantially their present condition at the time Buyer is
234 entitled to possession.
- 235 (5) Seller has no notice of any liens or assessments to be levied against the Property.
- 236 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 237 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-
238 resource uses (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for
239 harvesting, fishing, hunting, livestock movement, and pasture, etc.); (c) state or federal agreements/requirements regarding crops,
240 grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.
- 241 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 242 (9) Water rights (for example, irrigation, agricultural), for not less than ____ acres, have been utilized and applied for beneficial use within
243 the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions.
244 Buyer should verify compliance with appropriate agency.
- 245 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges,
246 landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal
247 description of the Property.
- 248 (11) Seller will keep the Property fully insured, including but not limited to casualty and liability insurance for crops currently being fully
249 insured and included in the purchase. Seller to maintain all insurance policies currently in force on any property being purchased until
250 date Buyer is entitled to possession.

251 These representations are made to the best of Seller's knowledge. Seller may have made no investigation. Seller agrees to promptly Notify Buyer
252 if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information
253 relating to the Property substantially misleading or incorrect.

254 Exceptions to items (1) through (12) are: _____

255 _____ (For more exceptions see Addendum _____)

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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256 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
257 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
258 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor
259 Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

260 **16. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if any,
261 Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This provision shall not be
262 construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

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

276 **18. ALARM SYSTEM:** None Owned Leased Unknown
277 If leased, Buyer will will not assume the lease at Closing.

278 **19. SMOKE/CARBON MONOXIDE DETECTORS:** Within ____ Business Days (fifteen [15] if not filled in) after the Effective Date, the dwelling will
279 have one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260
280 for smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

281 **20. SMART HOME FEATURES:** Does the Property contain any "Smart Home" features? Yes No Unknown
282 If Yes, or unknown, Seller will identify all Smart Home features in writing within three Business Days after the Effective Date. In addition, Seller will
283 provide all necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

284 **21. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**
285 Does the Property contain a woodstove or wood-burning fireplace insert? Yes No
286 If Yes, Seller will promptly provide Buyer with OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

287 **22. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
288 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? Yes No
289 If yes, identify plan and cost: _____ \$ _____ To be paid at Closing by: ... Buyer Seller

290 **23. UCC FILINGS:** All UCC filings on any crops, livestock, and/or equipment being purchased as part of this transaction shall be terminated by
291 Seller on or before the Closing Date.

292 **24. CROPS/TIMBER:** All currently growing crops (including timber) and any crops planted before Closing, are to be the property of Buyer
293 Seller Leaseholder. Prior to Closing, the responsibility for maintaining said crops shall belong to Buyer Seller Leaseholder. If crops
294 belong to Seller or Leaseholder and are to remain the property of Seller or Leaseholder after Closing, harvesting of said crops shall be not later
295 than (*insert date*) _____. Any outstanding contracts for crops grown or to be grown on the Property shall belong to
296 Buyer Seller Leaseholder. All provisions of this clause shall be subject to ORS 91.230 - Farm Tenant's Right to Emblements. The parties
297 agree to abide by forestry regulations for harvesting and reforestation.

298 **25. PUBLIC AND PRIVATE GRAZING RIGHTS:** All public lands grazing permit(s)/lease(s) (collectively "public grazing rights"), if any, are included

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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299 in this purchase. Provided however, Buyer understands, Buyer may be required to make application to the Bureau of Land Management, U.S.
 300 Forest Service, or any other applicable government agencies for approval of the transfer of all public grazing rights to Buyer. All private leases
 301 and/or grazing contracts (collectively "private grazing rights") associated with the Property are are not included in this transaction. If such
 302 public or private grazing rights are to be acquired by Buyer, this transaction is subject to Buyer's review and approval of all such rights, including but
 303 not limited to grazing permits, leases or contracts to be acquired as a part of this transaction. When this Agreement has been signed and accepted
 304 by Buyer and Seller, Seller shall promptly obtain and furnish to Buyer copies of those documents reasonably describing the public and/or private
 305 grazing rights affecting the Property. Upon receipt thereof, Buyer shall have ____ Business Days (five [5] if not filled in) thereafter within which to
 306 notify Seller, in writing, of Buyer's disapproval of such public and/or private grazing rights and election to terminate this transaction, in which case,
 307 all earnest money shall be promptly refunded to Buyer and this transaction shall be terminated. Buyer's failure to notify Seller in writing of Buyer's
 308 dissatisfaction with such public or private grazing rights within the time identified in this Section 25 (Public and Private Grazing Rights), shall
 309 constitute approval of such rights.

310 **26. RANCH NAME/REGISTERED BRAND(S):** The ranch or business name shall: remain with Seller; transfer to Buyer.
 311 The registered Ranch Brand(s) shall: remain with Seller; transfer to Buyer.

312 **27. ADDITIONAL PROVISIONS:** _____
 313 _____
 314 _____
 315 _____
 316 _____
 317 _____ . For additional provisions, see Addendum _____

ESCROW/CLOSING

318 **28. ESCROW:** This transaction will be Closed at _____ ("Escrow"), a neutral escrow
 319 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically
 320 prohibited by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's
 321 expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees,
 322 Seller's Closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow
 323 sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other
 324 compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the
 325 listing agreement, buyer representation agreement, or other written agreement for compensation.

326 **29. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
 327 prorated as of (*select one*): the Closing Date; the date Buyer is entitled to possession.

328 **30. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
 329 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of
 330 Escrow. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession
 331 unless the parties agree otherwise in writing.

332 **31. EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply
 333 to the handling of the Deposit.

334 The Deposit will be payable and deposited within ____ Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
 335 follows (*select all that apply*):
 336 Directly with Escrow;
 337 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
 338 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
 339 As follows: _____

340 On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in
 341 accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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342 considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to
343 purchase.

344 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account
345 no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

346 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (*Describe*): _____
347 _____

348 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further
349 responsibility to Buyer or Seller regarding said funds.

350 **32.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this
351 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If
352 you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all
353 Deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

354 **32.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
355 fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any
356 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
357 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

358 **32.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may
359 terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially
360 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely
361 make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this
362 Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in
363 accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this
364 Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

365 The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is
366 limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money
367 agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

368 **33.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before _____ (the "Closing
369 Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit
370 funds in Escrow prior to that date.

371 Caveat: If Escrow is to prepare documents required under Section 6, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

372 **33.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a
373 "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by
374 a residential loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the
375 date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result
376 in a delay in Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the
377 transaction unless Seller and Buyer mutually agree to extend it.

378 **34. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
379 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet
380 payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and
381 those matters accepted by Buyer pursuant to Section 10 (Title Insurance) above. If Buyer's title will be held in the name of more than one person,
382 see Section 46 (Offer to Purchase) below regarding forms of co-ownership.

383 **35.1 POSSESSION:** Is one or more tenants currently in possession of the Property? (*select one*) Yes No

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

FARMS, RANCHES, ACREAGE & NATURAL RESOURCE PROPERTY REAL ESTATE SALE AGREEMENT

384 If Yes (*select one*):
385 Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by
386 5:00 p.m. on the date of Closing.
387 Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
388 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged
389 to attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

390 If No, possession of the Property will be delivered by Seller to Buyer (*select one*):
391 by 5:00 p.m. on the date of Closing;
392 by _____ a.m. p.m. _____ days after Closing;
393 by _____ a.m. p.m. on (*insert date*) _____;

394 Seller will remove all of Seller's personal property (including trash), prior to Closing.

395 **35.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING:** If the parties agree that Seller will deliver possession to Buyer before or after
396 Closing, Buyer has attached OREF 053 Agreement to Occupy Before Closing or OREF 054 Agreement to Occupy After Closing to this Agreement.

397 **36. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of
398 1978 requires a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions
399 and holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their
400 attorney regarding this requirement.

TAXES

401 **37.1. OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's
402 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
403 executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the
404 provisions of Oregon law.

405 **37.2. FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a
406 portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign
407 person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

408 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties
409 with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this
410 Agreement.

411 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided
412 by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign
413 person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified
414 Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

415 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either
416 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the
417 parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date
418 will be extended by five (5) Business Days to accommodate the move.

419 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of
420 the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with
421 FIRPTA related law and regulations. For further information, see www.irs.gov.

422 **38. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
423 them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause
424 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to
425 the Closing of this transaction.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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426 **39. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*): is is not specially assessed for property taxes (for example,
427 farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is
428 current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this
429 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise
430 specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that
431 may be levied against the Property, and will hold Seller completely harmless therefrom.

432 However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses
433 its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing,
434 Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing;
435 or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against
436 the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or
437 damages arising from a breach of this Section 39 (Levy of Additional Property Taxes).

438 **40. HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may
439 qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller will promptly provide OREF 045A Historic
440 Property Addendum.

DEFINITIONS/MISCELLANEOUS

441 **41. DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

- 442 **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.
- 443 **Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
444 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- 445 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
- 446 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- 447 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
- 448 **Effective Date** means the date when this Agreement has been Signed and Delivered.
- 449 **Firm** means the real estate company with which an Agent is affiliated.
- 450 **Notice** means a written statement delivered using the Notification Method described in Section 42(2) (Miscellaneous).
- 451 **Notify** means delivering a Notice to the other party or their Agent.
- 452 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other
453 party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this
454 Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to
455 withdraw their acceptance of this Agreement.
- 456 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
457 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
458 devices.

459 **42. MISCELLANEOUS:**

- 460 (1) **TIME.** Time is of the essence of this Agreement.
- 461 (2) **NOTICES.** Except as provided in Section 10 (Title Insurance) above, all written Notices or documents required or permitted under this
462 Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or
463 Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their
464 preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other),
465 which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as
466 of the earliest of:

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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- 467 (a) the date and time the Notice is sent by email or fax;
- 468 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
- 469 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.
- 470 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but
- 471 are subject to Section 45.3 (Mediation and Arbitration Involving Agents/Firms).
- 472 (4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
- 473 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or
- 474 their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use
- 475 any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery),
- 476 they should so specify at Section 27 (Additional Provisions) of this Agreement.
- 477 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under
- 478 this Agreement or in the Property are not assignable without the prior written consent of Seller.
- 479 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the
- 480 same document.
- 481 (8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is
- 482 calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or
- 483 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.
- 484 (9) **DEADLINES.** Except for the Lead-Based Paint Contingency Period identified in Section 13 (Lead-Based Paint Contingency Period), unless
- 485 a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00
- 486 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

487 **43. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or

488 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all

489 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability

490 (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier

491 termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is

492 situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or

493 statute of ultimate repose, and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller

494 acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating

495 to the arbitrability of Claims.

496 **44. EXCLUSIONS:** The following will not constitute Claims:

497 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;

498 (2) A forcible entry and detainer action (eviction);

499 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional

500 Standards Policies of the National Association of REALTORS®;

501 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller

502 contains a mandatory mediation and/or arbitration provision; and

503 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will

504 not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

505 **45.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of

506 the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.

507 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims

508 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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509 **45.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
 510 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available
 511 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration
 512 Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and
 513 binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be
 514 entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a
 515 prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if
 516 applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

517 **45.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance
 518 with the mediation and arbitration process described in Section 45.2 (Mediation and Arbitration Between Buyer and Seller), above, and if
 519 applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as
 520 provided in that section.

SIGNATURE INSTRUCTIONS

521 **46. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of
 522 a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any
 523 oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the
 524 square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and
 525 land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of
 526 consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate
 527 Forms, LLC (OREF) for this transaction.

528 Deed or contract will be prepared in the name of _____

529 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
 530 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

531 This offer will automatically expire on *(insert date)* _____ at _____ a.m. p.m. (the "Offer Deadline"). If not accepted
 532 by that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may
 533 be accepted by Seller only in writing.

534 Buyer _____ Date _____ a.m. _____ p.m. ←

535 Buyer _____ Date _____ a.m. _____ p.m. ←

536 This offer was transmitted to Seller for signature on *(insert date)* _____ at _____ a.m. _____ p.m.
 537 by _____ (Agent(s) presenting offer).

538 **47. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
 539 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
 540 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 15 and
 541 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent
 542 terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
 543 (OREF) for this transaction.

544 Seller _____ Date _____ a.m. _____ p.m. ←

545 Seller _____ Date _____ a.m. _____ p.m. ←

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

FARMS, RANCHES, ACREAGE & NATURAL RESOURCE PROPERTY REAL ESTATE SALE AGREEMENT

546 If delivery/transmission occurs after the Offer Deadline identified at Section 46 (Offer to Purchase) above, this Agreement will not become binding
 547 on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties.
 548 The parties' failure to do so will be treated as a rejection under Section 48 (Seller's Rejection) below, and this transaction will be automatically
 549 terminated.

550 **48. SELLER'S REJECTION/COUNTEROFFER** (select only one):

- 551 Seller does not accept the above offer, but makes the attached counteroffer.
 552 Seller rejects Buyer's offer.

553 Seller _____ Date _____ a.m. _____ p.m. ←

554 Seller _____ Date _____ a.m. _____ p.m. ←

SAMPLE

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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