

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

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to
2 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 or
14 in an attached OREF 002 – Addendum to Real Estate Sale Agreement.

15 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
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as
17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

18 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the
19 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
20 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

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

GENERAL TERMS

25 This agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation
26 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 42 (Definitions) and Section 43
27 (Miscellaneous). No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or
28 alterations must be made on a separate document.

29 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer _____
30 _____
31 offers to purchase from Seller _____
32 _____
33 the following described real property, consisting of _____ acres, more or less (hereinafter the "Property") situated in the State of Oregon, County of
34 _____, and commonly known as (*insert street address, city, zip code, tax identification number, lot/block description, etc.*).
35 _____
36 _____

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

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

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

52 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition, is included in the purchase price _____
 53 _____
 54 _____ at a value \$ _____.
 55 See Addendum _____ for the list of personal property. All personal property transfers will be by good and sufficient bill of sale.

FINANCING

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

60 This transaction is not is contingent upon Buyer obtaining funds from a contingent source. If the transaction is contingent upon Buyer obtaining
 61 funds from a contingent source, and if Buyer determines that the contingent funds will not be available at Closing, Buyer will promptly Notify Seller,
 62 and the parties will have ____ Business Days (two [2] if not filled in) following the date of Buyer's notice to Seller to either:

- 63 (a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if required
 64 by Escrow; or
- 65 (b) reach a written agreement on price and terms that will permit this transaction to continue.

66 Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identifies
 67 in this Section 4 (Balance of Purchase Price), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer.
 68 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 and
 69 terms as Seller determines, in Seller's sole discretion.

70 (*Select A or B*)

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

- 72 Buyer has attached the Verification to this Agreement.
- 73 Buyer will provide Seller with the Verification within ____ Business Days (three [3] if not filled in) after the Effective Date;
- 74 Other (*describe*): _____

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

78 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
 79 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
 80 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

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

- 82 Conventional;
- 83 FHA;
- 84 Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

85 If FHA or Federal VA is selected, Buyer has attached OREF 097 – VA/FHA Amendatory Clause and Real Estate Certification to this
86 Agreement.

87 Other (*describe*): _____

88 Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program
89 selected above.

90 **Pre-Approval Letter.**

91 Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;

92 Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;

93 Other (*describe*): _____

94 **5.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
95 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will
96 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,
97 (4) Other (*describe*): _____
98 _____

99 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.

100 **5.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
101 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
102 Buyer's Notice to Seller to either:

103 (a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if required
104 by Escrow; or

105 (b) reach a written agreement on price and terms that will permit this transaction to continue.

106 Seller and 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
107 in Section 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to
108 Buyer. 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
109 price and terms as Seller determines, in Seller's sole discretion.

110 **5.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

111 (1) Not later than _____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
112 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
113 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the
114 value of the Property, and (vi) the loan amount sought.

115 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within _____ Business Days (three [3] if not
116 filled in, but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of
117 the date of Buyer's signed notice of intent to proceed with the Loan.

118 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees,
119 to obtain the Loan.

120 (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 Seller's
121 sole discretion.

122 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
123 regarding Buyer's financing and the time of Closing.

124 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 11
125 (Property Inspections), or Section 1 of the OREF 058 – Professional Inspection Addendum if applicable).

126 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
127 status.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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

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

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

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

139 **7.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

141 **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
142 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
143 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater
144 is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood
145 zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is
146 authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a
147 thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an
148 EC as a condition of loan approval. For more information, go to www.fema.gov.

149 **8. LENDER SHARES:** If, as part of this transaction, Buyer will be assuming a loan from an entity that requires the purchase of shares in said entity,
150 such as Farm Credit Services, then those shares shall shall not be a part of the purchase price identified at Section 1 (Price/Property
151 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
152 ownership requirements within ____ Business Days (ten [10] if not filled in) from the date the Effective Date.

153 **9. ADDITIONAL FINANCING PROVISIONS** (for example, closing costs): _____
154 _____
155 _____

CONTINGENCIES

156 **10. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company
157 selected at Section 29 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Reports and Documents") for
158 the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available,
159 using the Notification Method described in Section 43(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is
160 subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact
161 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
162 specific legal or title issues.

163 Following Delivery of the Report and Documents, and following Delivery of each supplement to the Reports and Documents that contains material
164 information previously unknown to Buyer, Buyer will have ____ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any
165 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute
166 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 the
167 Property pursuant to Section 35 (Deed) below. If within ____ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller
168 fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to
169 Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within
170 thirty (30) days after Closing, the title insurance company will furnish to Buyer, at Seller's sole expense, an owner's standard form policy of title

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

171 insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other
172 title exceptions agreed to be removed as part of this transaction.

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

181 Select only one box below:

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

185 Identify Invasive Inspections: _____

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

191 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
192 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 – Notice of Buyer's Unconditional Disapproval, at any time during
193 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
194 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection
195 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. If prior to
196 expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will
197 automatically terminate unless the parties agree otherwise in writing.

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

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

204 Identify invasive inspections: _____

205 Buyer will restore Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business Days (ten
206 [10] if not filled in) after the Effective Date in which to complete all inspections.

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

210 **Other Inspection Addendum:** _____

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

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

213 **12.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
 214 If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.

215 **12.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
 216 If Yes, Buyer has attached OREF 081 – Septic / Onsite Sewage System Addendum to this Agreement.

217 **13. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the
 218 "Date of Delivery"), Seller will deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the
 219 EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will
 220 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
 221 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to
 222 Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive
 223 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 Notice of
 224 Cancellation. Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will
 225 constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP
 226 Contingency Period will automatically expire.

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

CONDITIONS AND COMPONENTS OF THE PROPERTY

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

- 234 (1) The primary dwelling is connected to *(select all that apply)*:
- 235 A public sewer system
 - 236 An on-site sewage system
 - 237 A public water system
 - 238 A private well
 - 239 Other (for example, surface springs, cistern, etc.): _____

240 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and
 241 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and
 242 may exist in the Property.

243 (3) Seller knows of no material defects in or about the Property.

244 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard,
 245 personal property, crops, and other assets included in the purchase will be in substantially their present condition at the time Buyer is entitled to
 246 possession.

247 (5) Seller has no notice of any liens or assessments to be levied against the Property.

248 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

249 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses
 250 (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting,
 251 livestock movement, and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier
 252 agreements, production processing commitments or other similar contracts.

253 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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

254 (9) Water rights (for example, irrigation, agricultural), for not less than ____ acres, have been utilized and applied for beneficial use within the
255 last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer should
256 verify compliance with the appropriate agency.

257 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
258 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

259 (11) Seller will keep the Property fully insured, including but not limited to casualty and liability insurance for crops currently being fully insured
260 and included in the purchase. Seller to maintain all insurance policies currently in force on any property being purchased until date Buyer is
261 entitled to possession.

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

265 Exceptions to items (1) through (11) are: _____
266 _____ (For more exceptions see Addendum _____)

267 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
268 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
269 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 Seller's
270 Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

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

274 **17. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
275 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,
276 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST
277 PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
278 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
279 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
280 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
281 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
282 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
283 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
284 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
285 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
286 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

287 **18. ALARM SYSTEM:** _____ None Owned Leased Unknown
288 If Leased, Buyer will will not assume the lease at Closing.

289 **19. SMOKE/CARBON MONOXIDE DETECTORS:** Within ____ Business Days (ten [10] if not filled in) after the Effective Date, the dwelling will have
290 one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for smoke
291 alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

292 **20. SMART HOME FEATURES:** Does the Property contain any "Smart Home" features? _____ Yes No Unknown
293 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
294 provide all necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

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

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

298 **22. SOLAR PANEL SYSTEM:** Does the Property contain solar panels? Yes No
 299 If Yes, Seller will promptly provide Buyer with OREF 105 – Solar Panel System Addendum.

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

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

305 **25. CROPS/TIMBER:** All currently growing crops (including timber) and any crops planted before Closing, are to be the property of Buyer
 306 Seller Leaseholder. Prior to Closing, the responsibility for maintaining said crops shall belong to Buyer Seller Leaseholder. If crops
 307 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 than
 308 (insert date) _____. Any outstanding contracts for crops grown or to be grown on the Property shall belong to Buyer
 309 Seller Leaseholder. All provisions of this clause shall be subject to ORS 91.230 - Farm Tenant's Right to Emblements. The parties agree to
 310 abide by forestry regulations for harvesting and reforestation.

311 **26. PUBLIC AND PRIVATE GRAZING RIGHTS:** All public lands grazing permit(s)/lease(s) (collectively "public grazing rights"), if any, are included
 312 in this purchase. Provided however, Buyer understands, Buyer may be required to make application to the Bureau of Land Management, U.S. Forest
 313 Service, or any other applicable government agencies for approval of the transfer of all public grazing rights to Buyer. All private leases and/or grazing
 314 contracts (collectively "private grazing rights") associated with the Property are are not included in this transaction. If such public or private
 315 grazing rights are to be acquired by Buyer, this transaction is subject to Buyer's review and approval of all such rights, including but not limited to
 316 grazing permits, leases or contracts to be acquired as a part of this transaction. When this Agreement has been signed and accepted by Buyer and
 317 Seller, Seller shall promptly obtain and furnish to Buyer copies of those documents reasonably describing the public and/or private grazing rights
 318 affecting the Property. Upon receipt thereof, Buyer shall have ____ Business Days (five [5] if not filled in) thereafter within which to notify Seller, in
 319 writing, of Buyer's disapproval of such public and/or private grazing rights and election to terminate this transaction, in which case, all earnest money
 320 shall be promptly refunded to Buyer and this transaction shall be terminated. Buyer's failure to notify Seller in writing of Buyer's dissatisfaction with
 321 such public or private grazing rights within the time identified in this Section 26 (Public and Private Grazing Rights), shall constitute approval of such
 322 rights.

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

325 **28. ADDITIONAL PROVISIONS:** _____
 326 _____
 327 _____
 328 _____
 329 _____
 330 _____, For additional provisions, see Addendum _____

ESCROW/CLOSING

331 **29. ESCROW:** This transaction will be Closed at _____ ("Escrow"), a neutral escrow
 332 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited
 333 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 expense and
 334 further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing
 335 costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds
 336 necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for
 337 professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer
 338 representation agreement, or other written agreement for compensation.

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

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

341 **31. 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
342 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 Escrow.
343 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the
344 parties agree otherwise in writing.

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

347 The Deposit will be payable and deposited within ____ Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
348 follows (*select all that apply*):

- 349 Directly with Escrow;
350 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
351 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
352 As follows: _____

353 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
354 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
355 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
356 purchase.

357 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
358 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.

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

361 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 responsibility
362 to Buyer or Seller regarding said funds.

363 **33.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this
364 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you
365 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 Deposits
366 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.

367 **33.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
368 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
369 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
370 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

371 **33.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may
372 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
373 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 make
374 a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The
375 parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the
376 terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair,
377 reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

378 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 limited
379 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 agreed
380 to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

381 **34.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before (*insert date*) _____
382 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and
383 deposit funds in Escrow prior to that date.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

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

386 **34.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure (“TRID”) rule, Buyer and Seller will each receive a “Closing
387 Disclosure” which, among other things, summarizes each party’s closing costs. TRID requires the Closing Disclosure must be received by a residential
388 loan borrower at least three (3) Business Days prior to “consummation” of the transaction, which in most cases in Oregon will be the date on which
389 Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in
390 Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless
391 Seller and Buyer mutually agree to extend it.

392 **35. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative’s or trustee’s
393 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 payable, zoning
394 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
395 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, see Section 47
396 (Offer to Purchase) below regarding forms of co-ownership.

397 **36.1 POSSESSION:** Is one or more tenants currently in possession of the Property? (*select one*) Yes No

398 If Yes (*select one*):

- 399 Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
400 p.m. on the date of Closing.
- 401 Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
402 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
403 attach OREF 070 – Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

404 If No, possession of the Property will be delivered by Seller to Buyer (*select one*):

- 405 by 5:00 p.m. on the date of Closing;
- 406 by _____ a.m. p.m. ____ days after Closing;
- 407 by _____ a.m. p.m. on (*insert date*) _____;

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

409 **36.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING:** If the parties agree that Seller will deliver possession to Buyer before or after
410 Closing, Buyer has attached OREF 053 – Agreement to Occupy Before Closing or OREF 054 – Agreement to Occupy After Closing to this Agreement.

411 **37. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of
412 1978 requires a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and
413 holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney
414 regarding this requirement.

TAXES

415 **38.1. OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller’s
416 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
417 executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the
418 provisions of Oregon law.

419 **38.2. FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act (“FIRPTA”) requires a buyer to withhold a
420 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
421 person” is generally a person who is not a U.S. citizen or a resident alien (a “green card” holder).

422 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
423 with FIRPTA compliance (see OREF – 092 Advisory Regarding FIRPTA Tax). Seller’s failure to comply with FIRPTA is a material default under this
424 Agreement.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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

425 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 by
426 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 person,
427 and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute
428 Statement that complies with 26 USC §1445(b)(9) at Closing.

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

433 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 the
434 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
435 related law and regulations. For further information, see www.irs.gov.

436 **39. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
437 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
438 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to
439 the Closing of this transaction.

440 **40. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*): is is not specially assessed for property taxes (for example, farm,
441 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 current as
442 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 transaction, the
443 Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in
444 this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the
445 Property, and will hold Seller completely harmless therefrom.

446 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
447 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, Buyer
448 may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close
449 this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the
450 Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or
451 damages arising from a breach of this Section 40 (Levy of Additional Property Taxes).

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

DEFINITIONS/MISCELLANEOUS

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

456 **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.

457 **Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any
458 form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

459 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

460 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.

461 **Deliver or Delivered** means transmission of a document, either by placing it in a U.S. mailbox, taking it to the recipient's address, or placing it
462 in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an electronic mail
463 program ("Electronic Delivery").

464 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

465 **Effective Date** means the date when this Agreement has been Signed and Delivered.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

466 **Firm** means the real estate company with which an Agent is affiliated.

467 **Notice** means a written statement delivered using the Notification Method described in Section 43(2) (Miscellaneous).

468 **Notify** means delivering a Notice to the other party or their Agent.

469 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed a document, and (b) Delivered it to the other party or
470 their Agent. When a document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the ability
471 to withdraw it.

472 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app.
473 Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

474 **43. MISCELLANEOUS:** The following provisions govern the manner in which the terms of this Agreement will be construed.

475 (1) **TIME.** Time is of the essence of this Agreement.

476 (2) **NOTICES.** Except as provided in Section 10 (Title Insurance) above, all written Notices or documents required or permitted under this
477 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
478 Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their
479 preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which
480 will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the
481 earliest of:

482 (a) the date and time the Notice is sent by email or fax;

483 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or

484 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.

485 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are
486 subject to Section 46.3 (Mediation and Arbitration Involving Agents/Firms).

487 (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.

488 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their
489 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 any other
490 method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should
491 so specify at Section 28 (Additional Provisions) of this Agreement.

492 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights and
493 responsibilities under this Agreement or in the Property are not assignable without the prior written consent of Seller.

494 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same
495 document.

496 (8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. Time calculated in
497 days after a triggering event, such as delivery of a document, will start on the first full Business Day after the triggering event, except that the
498 LBP Contingency Period will start on the calendar day after the OREF 021 – Lead-Based Paint Disclosure Addendum is Delivered. If a date is
499 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
500 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

501 (9) **DEADLINES.** Except for the LBP Contingency Period identified in Section 13 (Lead-Based Paint Contingency Period), unless a different
502 time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the
503 last day of that deadline.

DISPUTE RESOLUTION

504 **44. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
505 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

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

506 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively,
507 "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this
508 transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a
509 Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose,
510 and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the
511 constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

512 **45. EXCLUSIONS:** The following will not constitute Claims:

- 513 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 514 (2) A forcible entry and detainer action (eviction);
- 515 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards
516 Policies of the National Association of REALTORS®;
- 517 (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
518 contains a mandatory mediation and/or arbitration provision; and
- 519 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not
520 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

521 **46.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of
522 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.
523 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
524 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

525 **46.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
526 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available
527 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service
528 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding
529 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to
530 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will
531 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing
532 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

533 **46.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance
534 with the mediation and arbitration process described in Section 46.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable,
535 the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in
536 that section.

SIGNATURE INSTRUCTIONS

537 **47. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a
538 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral
539 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 square
540 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 land
541 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent
542 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
543 (OREF) for this transaction.

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

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

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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

547 This offer will automatically expire on *(insert date)* _____ at _____ a.m. p.m. (the "Offer Deadline"). If not accepted
548 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 be
549 accepted by Seller only in writing.

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

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

552 This offer was Delivered by Seller's Agent to Seller for signature on *(insert date)* _____ at _____ a.m. _____ p.m.

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

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

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

561 If delivery/transmission occurs after the Offer Deadline identified at Section 47 (Offer to Purchase) above, this Agreement will not become binding on
562 Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The
563 parties' failure to do so will be treated as a rejection under Section 49 (Seller's Rejection) below, and this transaction will be automatically terminated.

564 **49. SELLER'S REJECTION/COUNTEROFFER** *(select only one):*

565 Seller does not accept the above offer, but makes the attached counteroffer.

566 Seller rejects Buyer's offer.

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

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