BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 22-03-08-06	IN THE MATTER OF APPROVING THE PURCHASE OF LAND ADJACENT TO THE COTTAGE GROVE TRANSFER STATION, AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS REQUIRED FOR THE PURCHASE OF THE PROPERTY

WHEREAS, Lane County owns a property located on Sears Road in the Cottage Grove area of Lane County, use of which is shared by Public Works Road Maintenance and the Cottage Grove Transfer Station, with limited access to Sears Road; and

WHEREAS, a land parcel adjacent to, and surrounded on three sides by, the Cottage Grove Transfer Station is for sale for a listed price of $250,0000; and

WHEREAS, the Waste Management Division is currently in the redesign phase of the Cottage Grove Transfer Station to increase capacity, waste disposal options, and improve operational efficiencies; and

WHEREAS, the purchase of the parcel would allow for improved redesign options, including potential increased entry/exit to the facility from Sears Road and improved operational flexibility, and would mitigate conflicts between residential use and ongoing Public Works operations;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. That County staff are authorized to complete negotiations and purchase the real property at 78752 Sears Road, Cottage Grove, OR described as Map and Taxlot #20-03-26-00-00700, under a purchase agreement substantially similar to the agreement attached as Exhibit A; and
2. The County Administrator is delegated authority to execute all documents required for the purchase of the property.

ADOPTED this 8th day of March, 2022.

Pat Farr, Chair
Lane County Board of Commissioners

The information on this map was derived from digital databases on the Lane County regional geographic information system. Care was taken in the creation of this map, but is provided "as is". Lane County cannot accept any responsibility for errors, omissions or positional accuracy in the digital data or the underlying records. Current plan designation, zoning, etc., for specific parcels should be confirmed with the appropriate agency. There are no warranties, expressed or implied, accompanying this product. However, notification of any errors will be appreciated.

N

0 445 890 1,780 Feet

Cottage Grove TS and Proposed Purchase

Lane County, Oregon

OREF OREGON REAL ESTATE FORMS

Sale Agreement # **Sears2022**

RESIDENTIAL REAL ESTATE SALE AGREEMENT

FINAL AGENCY ACKNOWLEDGMENT

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

Buyer's Agent(s)*: **Nick Nelson** Oregon License #: **201203017**

is/are the agent of *(select one)*: [X] Buyer exclusively ("Buyer Agency") [ ] Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm(s)*: **Keller Williams** Firm License #: **200606400**

Buyer's Agent's Office Address: **2645 Suzanne Way #100, Eugene, OR 97408**

Phone #1: **(541)852-9394** Phone #2: **(541)852-9394** E-mail: **nicknelsonre@gmail.com**

Seller's Agent(s)*: **Richard Grand** Oregon License #: **200801111**

is/are the agent of *(select one)*: [X] Seller exclusively ("Seller Agency") [ ] Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm(s)*: **Grand Real Estate Investments** Firm License #: **201221948**

Seller's Agent's Office Address: **1675 Willamette St, Eugene, OR 97401**

Phone #1: **(541)249-5990** Phone #2: **(541)283-1682** E-mail: **ricky@grandrg.com**

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.

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

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

DocuSigned by: David Ar Hurley 9ECEA5F74AAF48D...

Buyer _____ Print **Lane County** Date 2/14/2022 | 10:25 AM PST ←

Buyer _____ Print _____ Date _____ ←

DocuSigned by: Grand Real Estate Investments 414CAACF66074E0...

Seller _____ Print **Grand Real Estate Investments** Date 2/14/2022 | 10:08 PM PST ←

Seller _____ Print _____ Date _____ ←

RESIDENTIAL REAL ESTATE SALE AGREEMENT

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 OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM, SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND MISCELLANEOUS 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 ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer **Lane County**

offers to purchase from Seller **Grand Real Estate Investments**

the following described real property (the "Property") situated in the State of Oregon, County of **Lane**, and commonly known or identified as *(insert street address, city, zip code, tax identification number, lot/block description, etc.)*:

78752 SEARS RD, Cottage Grove, OR 97424

887065 Tax ID 0887065 Map and Tax Lot# 20-03-26-00-00700

(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 24 - Escrow) for purposes of legal identification and conveyance of title.)

for the "Purchase Price" (in U.S. currency) of ..... A $ **240,000.00**

on the following terms: as earnest money, the sum of (the "Deposit") ..... B $ **2,000.00**

on _____, as additional earnest money, the sum of (the "Additional Deposit") ..... C $ _____

at or before Closing, the balance of the down payment ..... D $ **238,000.00**

at Closing and on delivery of the [X] **Deed** [ ] **Contract**, the balance of the Purchase Price ..... E $ _____

will be paid as agreed in the Financing Sections of this Agreement. *(Lines B, C, D, and E should equal Line A)*

DS DMH

Buyer Initials _____ / _____ Date 2/14/2022 | 10:25 AM PST

DS GRE

Seller Initials _____ / _____ Date 2/14/2022 | 10:08 PM PST

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2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (for example, remote controls, smart home features, and all keys related to the Property including mailbox, outbuilding(s), etc.) are to be left on the Property. Fixtures will include but not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants, and trees; EXCEPT: _____

_____

3. PERSONAL PROPERTY: Only the following personal property, in **"AS-IS"** condition and at no stated value is included:

_____

_____

_____

FINANCING

4. BALANCE OF PURCHASE PRICE *(Select A or B)*:

Buyer represents that Buyer has liquid and available funds for the Deposit and down 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 funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (*describe*): _____

_____

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

- [ ] Buyer has attached the Verification to this Agreement.
- [X] Buyer will provide Seller with the Verification within **5** Business Days (three [3] if not filled in) after the Effective Date;
- [ ] Other *(Describe)*: _____

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

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

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

[ ] Conventional; [ ] FHA; [ ] Federal VA (Seller [ ] will [ ] will not agree to pay Buyer's non-allowable VA fees);
If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.
[ ] Other *(Describe)*: _____.

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

Pre-Approval Letter.

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

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

_____.

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.

5.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or 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 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a 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 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 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to 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 price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials DMH / _____ Date 2/14/2022 | 10:25 AM PST

Seller Initials DS CREI / _____ Date 2/14/2022 | 10:08 P

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

(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 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the 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 estimate of the value of the Property, and (vi) the loan amount sought.

(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 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 the date of Buyer's signed notice of intent to proceed with the Loan.

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

(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 sole discretion.

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

(6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).

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

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 trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (select only one):

☐ Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or

☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business 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 last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. **Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.**

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.

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 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater 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 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 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 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 EC as a condition of loan approval. For more information, go to www.fema.gov.

8. ADDITIONAL FINANCING PROVISIONS (for example, Closing Costs): _____

_____

_____

CONTINGENCIES

9. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title insurance company selected at Section 24 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 37(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. **If the Report and Documents are not fully understood, Buyer should contact 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 specific legal or title issues.**

Buyer Initials DMH / _____ Date 2/14/2022 | 10:25 AM PST

Seller Initials DS GREI / _____ Date 2/14/2022 | 10:08 P

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Upon receipt of the Report and Documents, Buyer will have ____ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute 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 Property pursuant to Section 30 (Deed) below. If within ____ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller 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 Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer an owner's standard form 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 any, and all other title exceptions agreed to be removed as part of this transaction.

(Note: This Section 9 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance, which is customary in Oregon. In some areas of the United States, such a payment might be regarded as a "seller concession." Under the TILA-RESPA Integrated Disclosure ("TRID")] rule, there are limitations, regulations, and disclosure requirements on "seller concessions," unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly, unless the terms of this Section 9 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under TRID.)

10. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information 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, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

☐ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. However, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).
Identify Invasive Inspections: _____
Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by 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 comply.
Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any 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. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

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

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer may conduct inspections for informational purposes only.

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

☐ **Other Inspection Addendum:** _____

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

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

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

12. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, then on or promptly after the Effective Date (the "Date of Delivery"), Seller will deliver to Buyer OREF 021 Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will 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 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to 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 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 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 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 Contingency Period will automatically expire.

13. SELLER'S PROPERTY DISCLOSURE STATEMENT: Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only 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 Statement. However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as Buyer does so before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

CONDITION AND COMPONENTS OF THE PROPERTY

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

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

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

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

(4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard, will be in substantially their present condition at the time Buyer is entitled to possession.

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

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

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

(8) The Property is and will remain fully insured by Seller through Closing.

Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are: _____ (For more exceptions see Addendum _____).

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

15. "AS-IS": Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

16. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE

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OREF OREGON REAL ESTATE FORMS

Sale Agreement # **Sears2022**

RESIDENTIAL REAL ESTATE SALE AGREEMENT

CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

17. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property a townhome, in a planned community, or does it have a Homeowner's Association? ☐ Yes ☒ No ☐ Unknown

If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

18. ALARM SYSTEM: ☒ None ☐ Owned ☐ Leased ☐ Unknown

If leased, Buyer ☐ will ☐ will not assume the lease at Closing.

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

20. SMART HOME FEATURES: Does the Property contain any "Smart Home" features? ☐ Yes ☐ No ☒ Unknown

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 provide all necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

21. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:

Does the Property contain a woodstove or wood-burning fireplace insert? ☒ Yes ☐ No

If yes, is the woodstove/wood burning fireplace insert certified? ☐ Yes ☐ No ☒ Unknown

If No or Unknown, Seller will promptly provide Buyer with OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

22. HOME WARRANTIES: Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? ☐ Yes ☒ No

If yes, identify plan and cost: _____ $_____ To be paid at Closing by:.. ☐ Buyer ☐ Seller

23. ADDITIONAL PROVISIONS: **Purchase contingent on Lane County Board of Commissioners approving the purchase. That process should be complete by March 29, 2022. Once approved the sale funds would be processed and the sale would finalize 14 days later. The buyer is: Lane County, a political subdivision of the State of Oregon, acting by and through its Department of Public Works.**

_____ For additional provisions, see Addendum _____.

ESCROW/CLOSING

24. ESCROW: This transaction will be Closed at **Western Title Tonya Sllke** ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically 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 expense and 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 costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow 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 compensation for 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 representation agreement, or other written agreement for compensation.

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

26. 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 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. 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 parties agree otherwise in writing.

Buyer Initials DMH / _____ Date 2/14/2022 | 10:25 AM PST

Seller Initials _____ / _____ Date 2/14/2022 | 10:08 P

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

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

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

Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in 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 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 purchase.

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 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.

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

_____.

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 to Buyer or Seller regarding said funds.

28.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If 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 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.

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

28.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may 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 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 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 parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

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 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 to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

29.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before **04/14/2022** (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. ***Caveat: If Escrow is to prepare documents required under Section 6, Seller must so notify Escrow three (3) days prior to the Closing Deadline.***

29.2 THE CLOSING DISCLOSURE: Pursuant to TRID (defined in Section 9 - Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by 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 date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result 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 transaction unless Seller and Buyer mutually agree to extend it.**

29.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. ***Seller and Buyer are encouraged to discuss this with Escrow prior to Closing.***

30. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or 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 payable, zoning

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ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 9 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 41 (Offer to Purchase) below regarding forms of co-ownership.

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

If Yes (*select one*):

☒ Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00 p.m. on the date of Closing.

☐ Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

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

☒ by 5:00 p.m. on the date of Closing;

☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;

☐ by _____ ☐ a.m. ☐ p.m. on the (*insert date*) _____ ;

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

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

TAXES

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

32.2 FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a 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 person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

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

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 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, 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 Statement that complies with 26 USC §1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the 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 be extended by five (5) Business Days to accommodate the move.

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

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

34. LEVY OF ADDITIONAL PROPERTY TAXES: The Property *(select one)*: ☐ is ☒ is not specially assessed for property taxes (for example, 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 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 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in 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 Property, and will hold Seller completely harmless therefrom.

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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 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 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 this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 34 (Levy of Additional Property Taxes).

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

DEFINITIONS/MISCELLANEOUS

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

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

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

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

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

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

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

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

Notice means a written statement delivered using the Notification Method described in Section 37(2) (Miscellaneous).

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

Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this Agreement.

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

37. MISCELLANEOUS:

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

(2) **NOTICES.** Except as provided in Section 9 (Title Insurance) above, all written Notices or documents required or permitted under this 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 Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

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

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

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

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 40.3 (Mediation and Arbitration Involving Agents/Firms).

(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.

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or 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 any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 23 (Additional Provisions) of this Agreement.

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

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

(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 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 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES.** Except for the Lead-Based Paint Contingency Period identified in Section 12 (Lead-Based Paint Contingency Period), unless a different 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 last day of that deadline, however designated.

DISPUTE RESOLUTION

38. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or 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 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier 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 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 statute of ultimate repose, 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 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.

39. EXCLUSIONS: The following will not constitute Claims:

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

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

(3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;

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

(5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

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

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

40.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 40.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

41. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any 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 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 land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Buyer Initials DMH / _____ Date 2/14/2022 | 10:25 AM PST

Seller Initials GREL / _____ Date 2/14/2022 | 10:08 P

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OREF OREGON REAL ESTATE FORMS

Sale Agreement # **Sears2022**

RESIDENTIAL REAL ESTATE SALE AGREEMENT

Deed or contract will be prepared in the name of **To be determined at close of escrow**

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

This offer will automatically expire on *(insert date)* **02/16/2022** at **2** ☐ a.m. ☒ p.m. (the "Offer Deadline"). If not accepted 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 accepted by Seller only in writing.

DocuSigned by: Daniel M. Hurley 9ECEA5F74AAF48D...

Buyer _____ Date 2/14/2022 | 10:25 AM PST a.m. ___ p.m. ←
Lane County

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

This offer was transmitted to Seller for signature on (*insert date*) _____ at ____ a.m. ____ p.m.

By _____ (Agent(s) presenting offer).

---

42. AGREEMENT TO SELL / ACKNOWLEDGEMENTS: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 14 and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.

Seller _____ Date _____ a.m. ___ p.m. ←
Grand Real Estate Investments

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

Note: If delivery/transmission occurs after the Offer Deadline identified at Section 41 (Offer to Purchase) above, this Agreement will not become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so will be treated as a rejection under Section 43 (Seller's Rejection) below, and this transaction will be automatically terminated.

---

43. SELLER'S REJECTION/COUNTEROFFER (select only one):

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

☐ Seller rejects Buyer's offer.

DocuSigned by: Grand Real Estate Investments 414CA6CFC074E0...

Seller _____ Date 2/14/2022 | 10:08 PM PST a.m. ___ p.m. ←
Grand Real Estate Investments

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

DS DMH

Buyer Initials _____ / _____ Date 2/14/2022 | 10:25 AM PST

DS GREI

Seller Initials _____ / _____ Date 2/14/2022 | 10:08 PI

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Oregon Real Estate Forms, LLC

Sale Agreement # **Sears2022**

SELLER'S COUNTER OFFER No. 1

This is a counter offer to [X] Sale Agreement or [ ] Buyer's Counter Offer

Seller: **Grand Real Estate Investments**

Buyer: **Lane County**

The real property described as: **78752 Sears Rd, Cottage Grove, OR 97424**

AGREEMENT TO SELL: Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and subsequent counter offers where applicable, **except** as modified as follows:

1. Price to be $250,000.
2. Sellers are licensed agents in Oregon.
3. Escrow to be Shannon at Cascade Title
All other terms and conditions remain the same.

For additional provisions, see Addendum _____

All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are approved and accepted by Seller. Time is of the essence. This Seller's Counter Offer shall automatically expire on **December 2, 2021** at **10** [ ] a.m. [X] p.m. ("the Counter Offer Deadline"), if not accepted within that time This Seller's Counter Offer may be accepted by Buyer only in writing. However, Seller may withdraw this counter offer before the Offer Deadline any time prior to Buyer's transmission of signed acceptance.

Seller acknowledges receipt of a completely filled in copy of Buyer's Offer and Seller's Counter Offer, and all subsequent counter offers where applicable, which Seller has fully read and understands. Seller acknowledges Seller has not relied on any oral or written statements of any Buyer, or of any Agent(s) that are not expressly contained in the Sale Agreement as amended.

Seller Signature Grand Real Estate Investments 414CAACF66074E0... **Grand Real Estate Investments** Date 2/14/2022 | 10:08 PM PST a.m. ___ p.m. ←

Seller Signature _____ Date _____ ___ a.m. ___ p.m. ←

BUYER'S RESPONSE (*select only one*):

[X] Buyer **accepts** Seller's Counter Offer.
[ ] Buyer **does not accept** Seller's Counter Offer AND submits the attached Buyer's Counter Offer.
[ ] Buyer **rejects** Seller's Counter Offer.

Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers including this Seller's Counter Offer, where applicable, which Buyer has fully read and understands.

Buyer Signature DocuSigned by: Daniel M. Hurley 9ECEA5F74AAF48D... **Lane County** Date 2/15/2022 | 1:02 PM PST a.m. ___ p.m. ←

Buyer Signature _____ Date _____ ___ a.m. ___ p.m. ←

Note: If delivery/transmission occurs after the Counter Offer Deadline identified above, it will not become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Buyers Response, above, and this transaction shall be automatically terminated.

Seller's Agent **Ricky Grand** Buyer's Agent **Nick Nelson**

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE
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