



M E M O R A N D U M

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, Assistant to the City Manager

DATE: November 6, 2017

ISSUE: Recommendations from Airport Board Meeting Regarding RFPs for the Airport Fixed Base Operator and Airport Manager

The Columbia Gorge Regional Airport Board conducted a Special Meeting the morning of November 6, 2017. At this meeting Board Chair Jim Wilcox reviewed the Airport FBO and Airport Manager RFP processes and submitted the Airport Board Sub-Committee recommendations as a result of said process. The recommendations are:

1. The Airport Sub-Committee recommends Hood Tech Corp., Aero Inc. (DBA: "TacAero) as the Fixed Base Operator for the Columbia Gorge Regional Airport. A motion was made to concur with this recommendation and received unanimous agreement from the Airport Board.
2. The Airport Sub-Committee concurs with staff to reject the sole response received to the Airport Manager RFP. A motion was made to concur with this recommendation and received unanimous agreement from the Airport Board.
3. The Airport Board moved to recommend that the Airport Manager RFP be reposted for a period of 2 weeks with concurrence from The Dalles City Council and Klickitat County. This motion received unanimous agreement.
4. The Airport Board moved to recommend that while the RFP for the Airport Manager is being reposted for 2 weeks, the City of The Dalles and Klickitat County will explore the process and options for hiring a contract employee if no acceptable responses are received to the Airport Manager RFP. This motion received unanimous agreement.

Council Alternatives:

1. **Staff Recommendation:**
 - A. *Move to enter into negotiations with Hood Tech Corp., Aero Inc (DBA: “TacAero) under Contract No. 2018-004 to finalize a signed lease and agreed upon scope of work. AND,*
 - B. *Reject the one RFP response to Contract No. 2018-005 Airport Manager, direct staff to repost said RFP for a period of two weeks, and explore the process and options for hiring a contract employee if no acceptable response are received to the Airport Manager RFP.*
2. Move to accept all or some of the recommendations from the Columbia Gorge Airport Staff and direct staff accordingly.



CITY OF THE DALLES

313 COURT STREETS
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1122
FAX (541) 296-6906

MEMORANDUM

TO: Mayor and City Councilors

FROM: Gene Parker, City Attorney

DATE: November 3, 2017

RE: Offer for Purchase of Property at 600 East 12th Street

Enclosed with this memorandum is the written offer from Aldrin and Naomi Posini for the purchase of the City-owned property located at 600 East 12th Street. The offer is for \$45,000 with \$1,000 as earnest money. The closing date is scheduled for November 30 and will occur at Wasco Title. The offer includes a contingency that the buyers will have a period of 10 days from mutual acceptance of the offer to conduct an investigation concerning the feasibility of the site for their proposed use of the property. This investigation may include an engineering inspection of the site. The offer also provides for a deadline for acceptance of November 10. The offer contains a provision allowing the buyer to approve a late acceptance of the offer. The buyers have approved a late acceptance of the offer, because the City cannot accept the offer until after the November 13 public hearing and the adoption of Resolution No. 17-027.



Sale Agreement # 10232017

FINAL AGENCY ACKNOWLEDGMENT

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

3 CATHERINE A. TITCHENAL (Name of Buyer's Agent(s)), ^{WA} Oregon Lic. # 3976
4 of _____ (Name of Real Estate Firm(s)*)

5 Buyer's Agent's Office Address _____, Company Lic. # _____
6 Phone 509-637-3997 Fax _____ E-mail Cathy.fitchenal@hotmail.com

7 is/are the agent of (check one): Buyer exclusively ("Buyer Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
8 (Name of Seller's Agent(s)*), Oregon Lic. # _____

9 of _____ (Name of Real Estate Firm(s)*)
10 Seller's Agent's Office Address NOT APPLICABLE, Company Lic. # _____

11 Phone _____ Fax _____ E-mail _____
12 is/are the agent of (check one): Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").

13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be
14 disclosed above. For directions on how to look up license numbers: <https://oreg.elicense.irondate.com/lookup/LicenseLookup.aspx>

15 If both parties are each represented by one or more Agent 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 that said principal broker shall become the disclosed limited agent for both Buyer and
17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

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

21 Buyer _____ Print _____ Date _____
22 Buyer _____ Print _____ Date _____
23 Seller _____ Print _____ Date _____
24 Seller _____ Print _____ Date _____
UNLISTED PROPERTY
NOT APPLICABLE
NO COMMISSIONS DUE

VACANT LAND REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,
27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW SECTION 23 (DEFINITIONS AND
28 INSTRUCTIONS SECTION).

29 1. PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) ALDRIN POSINI & NAOMI A. POSINI (H&W)
30
31 offers to purchase from Seller (print name(s)) CITY OF THE DALLES

32
33 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of WASCO
34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
35 SEC 3 TOWNSHIP 1 N RANGE 13 E QUARTER CD PCL 10200
36
37

38 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
39 Section 7, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

40 for the Purchase Price (in U.S. currency) of _____ A \$ 45,000
41 on the following terms: Earnest money herein receipted for _____ B \$ 1000
42 on _____, as additional earnest money, the sum of _____ C \$ 0
43 at or before Closing, the balance of down payment _____ D \$ 0
44 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price _____ E \$ 44,000
45 shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials AP, NRP Date 11/2/2017

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Lori Clark pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 1 of 10 OREF 008



Sale Agreement # 10232017

FINANCING

46

47 **2. BALANCE OF PURCHASE PRICE. (Select A or B)**

48 **A. This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
49 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Seller's Agent. Buyer will provide Seller or
50 Seller's Agent with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or
51 Other (Describe): _____
52 Seller may notify Buyer or Buyer's Agent, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled
53 in) ("Disapproval Period") following its receipt by Seller or Seller's Agent. Provided, however, such disapproval must be objectively reasonable.
54 Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to**
55 **provide Buyer or Buyer's Agent with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval**
56 **Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected**
57 **above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be**
58 **terminated.**

59 **B. Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one):** Conventional;
60 Other (Describe): _____ (hereinafter "Loan
61 Program"). **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as**
62 **"Lender") participating in the Loan Program selected above.**

63 **C. Pre-Approval Letter.** Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; Buyer does not have a
64 Pre-Approval Letter at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____
65

66 **3.1 FINANCING CONTINGENCIES.** If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
67 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and,
68 (3) Other (Describe): _____
69

70 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

71 **3.2 FAILURE OF FINANCING CONTINGENCIES.** If Buyer receives actual notification from Lender that any Financing Contingencies identified
72 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled
73 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a Termination Agreement (OREF 057) and/
74 or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this
75 transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur
76 within the time period identified in this Section 3.2, this transaction shall be automatically terminated and all earnest money shall be promptly
77 refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on
78 the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

79 **3.3 BUYER REPRESENTATION REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan
80 application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to
81 Seller, pursuant to Section 2C above.

82 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than _____ business days (three [3] if not
83 filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following
84 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
85 of the Property; and (vi) the loan amount sought.

86 (3) Buyer agrees that if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within _____ business days (three [3] if not filled in -
87 but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall
88 promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

89 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all
90 application, appraisal and processing fees, where applicable) to obtain the loan.

91 (5) Buyer understands and agrees that Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which
92 may be withheld in Seller's sole discretion.

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

Buyer Initials ^{DS} AP ^{DS} MHP Date 11/2/2017

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Lori Clark pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

Copyright Oregon Real Estate Forms, LLC 2017

www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 008

VACANT LAND REAL ESTATE SALE AGREEMENT- Page 2 of 10



Sale Agreement # 10232017

95 (7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 8
96 of this Agreement, (or Section 1, if the Professional Inspection Addendum (OREF 058) is used).

97 (8) Buyer currently has liquid and available funds for the earnest money deposit and down payment, sufficient to Close the transaction described
98 herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.),
99 except as follows (describe):
100 _____
101 _____

102 (9) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's
103 loan application status.

104 4.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
105 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

106 4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required
107 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
108 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
109 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
110 floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
111 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
112 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
113 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as
114 a condition of loan approval. For more information, go to the following link: <http://www.fema.gov/base-flood-elevation>

115 5. SELLER-CARRIED FINANCING (E.G. LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,
116 ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
117 (hereinafter a "Seller Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a
118 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
119 advice is strongly recommended. Oregon law exempts the following individuals from the MLO licensing law: (a) Those who offer or negotiate terms
120 of a residential mortgage loan with or on behalf of their spouse, child, sibling, parent, grandparent, grandchild or a relative in a similar relationship
121 created by law, marriage or adoption; (b) Those who sell their primary residence they currently or previously lived in; and (c) Individuals who sell up
122 to three (3) non-primary residences during any 12-month period. (Note: One may not hold more than eight residential mortgage loans at one time.)
123 If this is a Seller-Carried Transaction, and one or more of the preceding exemptions apply, Buyer and Seller agree as follows (select only one):

- 124 (a) Secure separate legal counsel to negotiate and draft the necessary documents; or
- 125 (b) Employ an MLO to do so; or
- 126 (c) Use the Seller-Carried Addendum, OREF form No. 033 and related forms.

127 Seller and Buyer agree that regardless of whether (a), (b), or (c) is selected, they will reach a signed written agreement upon the terms and
128 conditions of such financing (e.g. down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ___ business
129 days (ten [10] if not filled in) commencing on the next immediate business day following the date they have signed and accepted this Sale
130 Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of
131 Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall
132 be automatically terminated. **Caveat: Buyer's and Seller's Agents are not authorized to render advise on these matters. Buyer and Seller are**
133 **advised to secure competent legal advice while engaged in a Seller-Carried Transaction.**

134 6. ADDITIONAL FINANCING PROVISIONS: _____
135 _____

136 **CONTINGENCIES**

137 7. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
138 the title insurance company selected at Section 15 below, a preliminary title report and copies of all documents of record ("the Report and
139 Documents of Record" for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 below. Unless otherwise
140 provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (If, upon receipt, the Report
141 and Documents of Record are not fully understood, Buyer should immediately contact the title insurance company for further information
142 or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt
143 of the Report and Documents of Record Buyer shall have _____ business days (five [5] if not filled in) within which to notify Seller, in writing, of any

Buyer Initials ^{DS} lp ^{DS} Nlp Date 11/2/2017

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Lori Clark pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 3 of 10



Sale Agreement # 10232017

144 matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing,
145 shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty
146 to convey marketable title to the Property pursuant to Section 21, below. If, within _____ business days (five [5] if not filled in) following Seller's
147 receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to
148 Buyer, that they will be removed or corrected prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be
149 terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title
150 insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the
151 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.
152 (Note: This Section 7 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country,
153 such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["The Rules"], there are
154 limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one
155 customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard
156 owner's policy of title insurance. Accordingly, unless the terms of this Section 9 are modified in writing by Buyer and Seller, the parties
157 acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance
158 is not a "seller concession" under the Rules or any other federal law.)

159 8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that
160 may be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields,
161 formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking
162 underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a
163 licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are
164 experts in environmental health hazards or conditions. Buyer understands that it is advisable to have a complete inspection of the
165 Property by qualified licensed professional(s), relating to such matters as soil condition/compaction/stability, environmental issues,
166 survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor Seller's Agents are qualified to
167 conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at
168 <http://www.oregonrealtors.org/resources/membership-resources/buyer-seller-advisories> and the Oregon Public Health Division at
169 <http://public.health.oregon.gov/Pages/Home.aspx>

170 Check only one box below:

171 LICENSED PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected
172 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired
173 invasive inspections that may include testing or removal of any portion of the Property including radon and mold. Buyer understands that Buyer is
174 responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 10
175 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection
176 Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall not
177 provide all or any portion of the inspection reports to Seller unless requested by Seller or Seller's Agent. However, at any time during this
178 transaction, or promptly following termination, upon request by Seller or Seller's Agent, Buyer shall promptly provide a copy of such reports or
179 portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached
180 with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the
181 Inspection Period, Buyer may notify Seller or Seller's Agent, in writing, of Buyer's unconditional disapproval of the Property based on any inspection
182 report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide
183 Seller or Seller's Agent with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection
184 Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period,
185 written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate, unless
186 the parties agree otherwise in writing.

187 Identify Invasive Inspections: POSSIBLE ENGINEERING INSPECTION FOR SITING MH (2)

188 ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION
189 ADDENDUM _____ is attached to this Agreement.

190 BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
191 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed
192 as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

193 9.1 PRIVATE WELL: Does the Property contain a well that supplies or is intended to supply domestic water for household use? Yes No.
194 If the Property contains a private well, the OREF 082 Private Well Addendum will be attached to this Sale Agreement.

195 9.2 ONSITE SEWAGE SYSTEM: Does the Property contain an onsite sewage system? Yes No If the Property contains an onsite sewage
196 system, the OREF 081 Onsite Sewage System Addendum will be attached to this Sale Agreement.

Buyer Initials LP / NLP Date 11/2/2017

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Lori Clark pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 4 of 10 OREF 008



Sale Agreement # 10232017

197 10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that, subject to certain exclusions, Oregon's Seller Property Disclosure
198 Law (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does not apply to transactions involving
199 vacant land.

200 10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the Vacant Land
201 Disclosure Addendum (OREF 019) (the "Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Addendum
202 addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon
203 Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review
204 of Seller's completed Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's
205 nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Addendum, Buyer shall have a five (5) business day right to
206 revoke their offer by giving Seller, or the Seller's Agent, written notice of revocation following Buyer's or Buyer's Agent's acknowledgment of delivery of the
207 completed Addendum. Unless waived by Buyer in writing, Seller's or Seller's Agent's failure to deliver the Addendum with all required documents
208 and information to a Buyer that has made a written offer to purchase the Property, shall entitle Buyer to exercise their right of revocation up to the
209 moment of closing. The right of revocation expires automatically upon closing.

210 SELLER REPRESENTATIONS

211
212 11. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
213 following representations to Buyer:

- 214 (1) The Property is served by and/or connected to (check all that apply): [X] a public sewer system; [] an onsite sewage system; [X] a
215 public water system; [] a private well and/or shared well; [] other (e.g., surface springs, cistern, etc.) described: [] none of the preceding.
216
217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.
218 (3) Seller has no notice of any liens or assessments to be levied against the Property.
219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
220 planned, which could detrimentally affect the use, development, or value of the Property.
221 (5) Seller knows of no material defects in or about the Property.
222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-
224 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,
225 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,
226 etc.; (d) supplier agreements, production processing commitments or other similar contracts.
227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
228 (9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for
229 beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to
230 certain conditions. Buyer should verify compliance with appropriate agency.
231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
232 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
233 (11) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.
234 (12) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
235 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

236 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1)
237 through (12) are: _____ (For more exceptions see Addendum _____).
238 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in
239 lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
240 appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither
241 the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

242 12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a
243 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
244 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
245 carry out the provisions of Oregon law.

Buyer Initials [Signature] Date 11/2/2017

Seller Initials _____ / _____ Date _____



Sale Agreement # 10232017

246 12.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING REQUIREMENT: Seller and Buyer are advised that upon Closing, a Federal law, known
247 as the Foreign Investment in Real Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within
248 the United States and the seller is a "foreign person" who does not qualify for an exemption ("Withholding Requirement"). A "foreign person" includes a non-
249 resident alien individual, foreign corporation, foreign partnership, foreign trust or a foreign estate. Generally, the following rules apply under FIRPTA: (a) There
250 is no Withholding Requirement, even if the seller is a "foreign person", if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property
251 will be occupied as a residence by a buyer who is an individual (or a member of his/her family) (iii) for at least 50% of the number of days (excluding days the
252 property is vacant) it is used by such person during each of the first two 12-month periods following the date of closing; (b) The Withholding Requirement will
253 be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over \$300,000, but less than \$1,000,000, and (a)(ii)
254 and (iii) above apply; and (c) The Withholding Requirement will be a fifteen percent (15%) of the purchase price when the seller is a "foreign person" and the
255 purchase price is over \$1,000,000, regardless of use of the property. If FIRPTA applies, even if there is an exemption, Seller and Buyer should
256 complete and sign the FIRPTA Addendum, OREF 093. Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or
257 transferee agent for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult
258 their own experts familiar with the law and regulations. For further information, Seller and Buyer should go to: [http://www.realtor.org/articles/firpta-
259 withholding-rate-increasing-to-15](http://www.realtor.org/articles/firpta-withholding-rate-increasing-to-15).

260 13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if
261 any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

262 MISCELLANEOUS ITEMS

263 14. ADDITIONAL PROVISIONS:
264 _____
265 _____
266 _____
267 _____ For additional provisions, see Addendum A attached.

268 CLOSING/ESCROW

269 15. ESCROW: This transaction shall be Closed at WASCO COUNTY TITLE CO ("Escrow"), a neutral escrow
270 located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise
271 provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and
272 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
273 encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording
274 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
275 Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for
276 compensation.

277 16. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
278 Property shall be as of: (check one) the Closing Date; date Buyer is entitled to possession; or _____

279 17. RECEIPT FOR EARNEST MONEY: Buyer's Agent's Firm acknowledges receipt of earnest money from Buyer in the sum of \$ 1000
280 evidenced by (check all that apply):

281 17.1 CASH Deposit in Buyer's Agent's Firm's client trust account, and Remain there until disbursement. Or thereafter be promptly deposited with
282 Escrow.

283 17.2 CHECK Hold any earnest money that is in the form of a check undeposited until this Agreement is signed and accepted by Buyer and Seller, after
284 which time it is to be deposited within three (3) banking days of receipt as follows: In Buyer's Agent's Firm's client trust account and remain there until
285 disbursement. In Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow. Deposit with Escrow.

286 17.3 PROMISSORY NOTE (See attached OREF 060 Promissory Note).

287 17.4 Other form of earnest money deposit: _____

288 17.5 BUYER'S AGENT AND BUYER'S AGENT'S FIRM SHALL HAVE NO FURTHER LIABILITY TO BUYER OR SELLER REGARDING ANY
289 EARNEST MONEY THAT IS TRANSFERRED PURSUANT TO THE ABOVE INSTRUCTIONS.

290 _____ Buyer's Agent's Firm
291 _____ Buyer's Agent's Signature *Catherine R. Pritchard*

Buyer Initials AP / MLP Date 11/2/2017

Seller Initials _____ / _____ Date _____



Sale Agreement # 10232017

292 **18. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt
293 of a copy of this Agreement marked "rejected" by Buyer's or Seller's Agents Firm's written advice that the offer is "rejected" by Seller, you are to
294 refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and
295 proceed with Closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason
296 (whether or not there is then a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions
297 from Buyer and Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

298 **19. EARNEST MONEY PAYMENT/REFUND:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails
299 to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein
300 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
301 no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a
302 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
303 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to
304 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
305 any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as
306 otherwise allowed under Oregon law, and this transaction shall be terminated. **It is the intention of the parties that Seller's sole remedy against
307 Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.**

308 **20.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than Nov. 30, 2017 ("the
309 Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller.
310 Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow
311 prior to that date. Caveat: Section 5 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

312 **20.2 THE CLOSING DISCLOSURE:** If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
313 involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required
314 document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the Closing
315 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
316 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
317 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
318 could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

319 **20.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the
320 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
321 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
322 encouraged to discuss this with Escrow prior to Closing.**

324 **21. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar
325 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 ordinances, building
326 and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions of record, and those
327 matters accepted by Buyer pursuant to Section 7. If Buyer's title will be held in the name of more than one person see Section 30 regarding forms of co-ownership.

328 **22. POSSESSION:** Seller shall deliver possession of the Property to Buyer (select one):
329 (1) by 5:00 p.m. on Closing;
330 (2) by _____ a.m. p.m. _____ days after Closing;
331 (3) by _____ a.m. p.m. on the _____ day of _____.

DEFINITIONS/INSTRUCTIONS

333 **23. DEFINITIONS/INSTRUCTIONS:** (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real
334 estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.
335 (2) Time is of the essence of this Agreement.
336 (3) Except as provided in Section 7, above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or
337 Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with the
338 title company identified at Section 15, above, Buyer, Seller, and their respective Agents, where applicable, shall provide escrow with their preferred
339 means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as the
340 primary location for receipt of all notices or documents (hereinafter, "Contact Location")

Buyer Initials AP / MLP Date 11/2/2017

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Lori Clark pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 7 of 10
OREF 008



Sale Agreement # 10232017

- 341 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement.
- 342 (5) A "business day" shall mean Monday through Friday, except recognized state and federal holidays.
- 343 (6) Unless Seller and Buyer expressly provide otherwise, the phrase "signed and accepted" in the printed text of this Sale Agreement, or any
- 344 addendum or counteroffer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time that either the
- 345 Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, *and* (b) Transmitted it to
- 346 the sending party, or their Agent, either by manual delivery ("Manual Delivery"), or by facsimile or electronic mail/text (collectively, "Electronic
- 347 Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and
- 348 neither has the ability to withdraw their offer or counteroffer, as the case may be.
- 349 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
- 350 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
- 351 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 14 (Additional
- 352 Provisions) of this Sale Agreement.
- 353 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
- 354 the date they have signed and accepted it.
- 355 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights
- 356 under this Agreement or in the Property are not assignable without prior written consent of Seller.
- 357 (10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
- 358 (11) Unless a different time is specified in the Agreement, all deadlines for performance, however designated, that are measured in business or
- 359 calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated.

360 **24. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
 361 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST
 362 ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR
 363 FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 364 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
 365 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
 366 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 367 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
 368 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010
 369 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
 370 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301
 371 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,
 372 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

373 **25. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
 374 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
 375 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

376 **26. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one) is is not specially assessed for property taxes (e.g., farm, forest or
 377 other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to
 378 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
 379 either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement,
 380 Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the Property and
 381 shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its
 382 entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and
 383 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
 384 deferred and/or additional taxes and interest that may be levied or recaptured against the Property and shall hold Buyer completely harmless therefrom.
 385 The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26.

DISPUTE RESOLUTION

386 **27. FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, arising under this Sale Agreement,
 387 including those for rescission (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth
 388 herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be
 389 placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting

Buyer Initials lp / MBP Date 11/2/2017

Seller Initials _____ / _____ Date _____



Sale Agreement # 10232017

390 any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a lis pendens. BY CONSENTING TO THE PROVISIONS
391 HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE THE CLAIM TRIED BY A
392 JUDGE OR JURY IN STATE OR FEDERAL COURT.

393 28. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
394 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
395 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
396 (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
397 contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the
398 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution
399 procedures described herein for the adjudication of any Claims.

400 29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that are within the jurisdiction of the Small
401 Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any
402 other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the
403 Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

404 29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer and/or Seller's Agent is a member of the National
405 Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer
406 Dispute Resolution System of the National Association of REALTORS® ("the System"). If an Agent is not a member of the National Association
407 of REALTORS®, or the System is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation
408 through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described
409 herein shall be submitted to final and binding arbitration in accordance the then-existing rules of ASP. The prevailing party in any arbitration
410 between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator
411 fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the
412 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
413 filing for arbitration.

414 29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance
415 with the mediation and arbitration process described in Section 28.3 above, and if applicable, the prevailing party shall be entitled to an award of
416 attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

417 30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer
418 acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges
419 that Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this
420 Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square
421 footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made
422 an express contingency in this Agreement.

423 Deed or contract shall be prepared in the name of ALDRIN POSINI AND NAOMI A. POSINI

424 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
425 Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow. 2017

426 This offer shall automatically expire on (insert date) NOVEMBER 10th at 5 p.m., (the "Offer Deadline"), if not
427 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. If
428 Seller accepts this offer after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within business days
429 (two (2) if not filed in writing) after the date of Seller's acceptance by so indicating at Section 33.2. This offer may be accepted by Seller only in writing.

430 Buyer Aldrin Posini Date 11/2/2017 a.m. p.m.

431 Buyer Naomi A Posini Date 11/2/2017 a.m. p.m.

432 Address PO BOX 427 BINGEN, WA Zip 98605

433 Phone 509-538-2395 Fax E-mail mrandmrs.posini@hotmail.com

434 This offer was submitted to Seller for signature on the 2nd day of NOVEMBER 2017, at 5 p.m.
435 By CATHERINE A. TITCHENAL (Agent(s) presenting offer).

Buyer Initials AP / NLP Date 11/2/2017 Seller Initials / Date



Sale Agreement # 10232017

436 31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges
437 receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not
438 relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement. Seller instructs that
439 all earnest money distributable to Seller pursuant to Section 19, shall be disbursed as follows after deduction of any title insurance and
440 Escrow cancellation charges: (check one) First to Seller's Agent Firm to the extent of the agreed commission just as if the transaction
441 had been Closed, with residue to Seller, or _____

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

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

444 Address _____ Zip _____

445 Phone Home _____ Fax _____ E-mail _____

446 32. SELLER'S REJECTION/COUNTER OFFER (select only one): Seller does not accept the above offer, but makes the attached counter offer;
447 Seller rejects Buyer's offer.

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

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

450 Address _____ Zip _____

451 Phone Home _____ Fax _____ E-mail _____

452 33.1 BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's signed response to Buyer's offer. (Note: The date and time of
453 Buyer's signed acknowledgment below is not the moment this Agreement becomes binding upon the parties. See Section 23 (6) above.

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

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

456 33.2 SELLER'S LATE ACCEPTANCE: If Seller signed where indicated at Section 31 accepting Buyer's offer, but transmitted it to Buyer or Buyer's
457 Agent after the Offer Deadline identified at Section 30, above, Buyer (select only one) agrees does not agree, to be bound thereby. (The
458 failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.) If Buyer checks the box agreeing to be
459 bound by Seller's late acceptance occurring after the Offer Deadline, this Sale Agreement shall become binding on all parties only when Buyer(s)
460 has/have signed below and transmitted it to Seller or Seller's Agent.

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

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

463 If Buyer(s) has/have checked the box and signed where indicated in this Section 32.2, agreeing to be bound by Seller's late acceptance of Buyer's
464 offer, Buyer or Buyer's Agent must complete the information below and thereafter promptly transmit this completed Agreement to Seller or
465 Seller's Agent:

466 Enter Date, Time, and Method of Transmission of Buyer's Acceptance: _____ ;

467 Enter Identity of Sender: _____

468 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
469 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
470 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials ^{DS} ap / ^{DS} NAP Date 11/2/2017

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Lori Clark pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

VACANT LAND REAL ESTATE SALE AGREEMENT- Page 10 of 10

OREF 008



Sale Agreement # 10232017
Addendum # A

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer

2 Buyer: ALDRIN & NAOMI POSINI

3 Seller: CITY OF THE DALLES

4 The real property described as: SEC 3 TOWNSHIP 1N RANGE 13E QUARTER CD PRCL 10200

5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

6
7 BUYERS TO HAVE 10 DAYS FROM DATE OF MUTUAL ACCEPTANCE
8
9 TO USE AS FEASIBILITY PERIOD FOR DETERMINING SUITABILITY
10
11 OF PROPERTY FOR THEIR PLANNED USE.
12

13
14 NOTE: CATHERINE A. TITCHENAL IS BUYER NAOMI A. POSINI'S
15
16 MOTHER AND A MANAGING LEVEL WASHINGTON
17
18 LICENSED REAL ESTATE BROKER (LIC # 3976).
19
20 NO COMMISSIONS ARE BEING PAID. PROPERTY IS
21
22 UNLISTED. AS FAR AS AGENCY IS CONCERNED,
23
24 CATHERINE TITCHENAL IS REPRESENTING BUYERS ONLY.
25
26
27
28

29 Buyer Signature *Aldrin Posini* Date 11/2/2017 a.m. p.m. ←
DocuSigned by: 7A20B89A724C429...

30 Buyer Signature *Naomi A Posini* Date 11/2/2017 a.m. p.m. ←
7A20B89A724C429...

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

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

33 Buyer's Agent *Catherine A Titchenal* Seller's Agent _____