



Sale Agreement # MCG03102021

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: Mike Morris and Mary Martin Miller
3 Mike 201213975 (Name of Buyer's Agent(s)), Oregon Lic # Mary 200107121
4 of Miller Consulting Group, LLC (Name of Real Estate Firm(s))
5 Buyer's Agent's Office Address 215 N. Main St, Ste 1, Newberg, OR 97132, Company Lic # 201109087
6 Phone #1 (503)740-9200 Phone #2 (503)740-9200 E-mail mary@millerconsultinggroup.net
7 is/are the agent of (check one): [X] Buyer exclusively ("Buyer Agency"). [] Both Buyer and Seller ("Disclosed Limited Agency").
8 Craig Barnard (Name of Seller's Agent(s)), Oregon Lic # 910700022
9 of Barnard Commercial Real Estate (Name of Real Estate Firm(s))
10 Seller's Agent's Office Address 5200 SW Meadows Road, Suite 150, Lake Oswego, OR 97035, Company Lic # 200270632
11 Phone #1 (503)675-0900 Phone #2 E-mail cralg@barnardcommercial.com
12 is/are the agent of (check one): [X] 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 Agent and Firm names should be
14 disclosed above.

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker 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 constitute acceptance of this Agreement or any terms therein.

21 Buyer Lindsey Martin Print Yamhill County, a political subdivision of the Date 3/15/2021 | 12:41 PM
22 Buyer QAS89FDFFFE449F... Print Date
23 Seller Print Newberg Development Ventures, LLC Date
24 Seller Steve Calkins Print Steve Calkins Date 3/15/21 0:10 PM

COMMERCIAL 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 DEFINITIONS AND INSTRUCTIONS
28 SECTION BELOW.

29 1. PRICE/PROPERTY DESCRIPTION: Buyer Yamhill County, a political subdivision of the State of OR
30
31 offers to purchase from Seller Newberg Development Ventures, LLC, Steve Calkins

33 the following described real property and all improvements thereon (hereinafter "the Property") situated in the State of Oregon, County of Yamhill
34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
35 2318 E Portland Road, Newberg, OR 97132

36 Parcel #517402 .90 acres and all improvements

37 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
38 Section 8 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

39 for the Purchase Price (in U.S. currency) of A \$ 1,670,000.00

40 on the following terms: earnest money herein receipted for B \$ 25,000.00

41 on as additional earnest money, the sum of C \$

42 at or before Closing, the balance of down payment D \$

43 at Closing and upon delivery of [X] DEED [] CONTRACT the balance of the Purchase Price E \$ 1,645,000.00

44 shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials LM / Date 3/15/2021 | 12:41 PM PDT

Seller Initials SC / Date 3/15/21

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B.O.21-225



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 2 to the following agency relationships in this transaction: Mike Morris and Mary Martin Miller
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 4 of Miller Consulting Group, LLC (Name of Real Estate Firm(s)*)
 5 Buyer's Agent's Office Address 215 N. Main St, Ste 1, Newberg, OR 97132, Company Lic # 201109087
 6 Phone #1 (503)740-9200 Phone #2 (503)740-9200 E-mail mary@millerconsultinggroup.net
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 8 Craig Barnard (Name of Seller's Agent(s)*), Oregon Lic # 910700022
 9 of Barnard Commercial Real Estate (Name of Real Estate Firm(s)*)
 10 Seller's Agent's Office Address 5200 SW Meadows Road, Suite 150, Lake Oswego, OR 97035, Company Lic # 200270632
 11 Phone #1 (503)675-0900 Phone #2 _____ E-mail craig@barnardcommercial.com
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 14 disclosed above.

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
 16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker 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 Lindsey Manfrin Print Yamhill County, a political subdivision of the Date 3/15/2021 | 12:41 PM
 22 Buyer 0A889FDFFFE448F... Print _____ Date _____
 23 Seller _____ Print Newberg Development Ventures, LLC Date _____
 24 Seller Steve Calkins Print Steve Calkins Date 3/15/21 0:10 PM

COMMERCIAL REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
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 27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW DEFINITIONS AND INSTRUCTIONS
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29 1. PRICE/PROPERTY DESCRIPTION: Buyer Yamhill County, a political subdivision of the State of OR
 30 _____
 31 offers to purchase from Seller Newberg Development Ventures, LLC, Steve Calkins
 32 _____
 33 the following described real property and all improvements thereon (hereinafter "the Property") situated in the State of Oregon, County of Yamhill
 34 and commonly known or identified as (Insert street address, city, zip code, tax identification number, lot/block description, etc.)
 35 2318 E Portland Road, Newberg, OR 97132
 36 Parcel #517402 .90 acres and all improvements
 37 (Buyer and Seller agree if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
 38 Section 8 (Title Insurance), below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
 39 for the Purchase Price (in U.S. currency) of _____ A \$ 1,670,000.00
 40 on the following terms: earnest money herein receipted for _____ B \$ 25,000.00
 41 on _____, as additional earnest money, the sum of _____ C \$ _____
 42 at or before Closing, the balance of down payment _____ D \$ _____
 43 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price _____ E \$ 1,645,000.00
 44 shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials LM / Date 3/15/2021 | 12:41 PM PDT
 Seller Initials SC / Date 3/15/21

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 COMMERCIAL REAL ESTATE SALE AGREEMENT – Page 1 of 12

45 2. **FIXTURES/CONTROLS/KEYS/PERSONAL PROPERTY:** Except as otherwise provided in this Section 2, (a) all fixtures, trade fixtures and essential
46 related equipment (e.g., remote controls, and all keys related to the Property, including mailbox, outbuilding(s), etc.) are to be left upon the Property as part of
47 the Property being purchased, and (b) all personal property located on the Property is excluded from this transaction.
48 The following fixtures and/or trade fixtures are excluded from the Property being purchased: None.

51 The following personal property is included as a part of the Property and will be conveyed to Buyer in "AS-IS" condition at Closing, but free and clear of all liens
52 and encumbrances, pursuant to the terms of Section 24.1 (Deed) below: If any, will be disclosed by Seller with Seller documents and will be
53 included in price.

55 (Attach inventory if necessary.) The price for the above-described personal property is (check one) included within the Purchase Price or
56 \$ _____, which must be paid by Buyer at Closing. If for tax purposes the parties desire to separately state the price for each item of personal property
57 included in this sale, the parties agree to attach a separate exhibit, jointly signed, identifying the stated value(s) of such personal property within
58 10 business days (five [5] if not filled in) following the date both parties have signed this Agreement.

59 **FINANCING**

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

61 Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase
62 price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other
63 property, 401K disbursements, etc.), except as follows (describe): _____
64

65 A. **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one): Buyer
66 has attached a copy of the Verification with the submission of this Agreement to Seller; Buyer will provide Seller with the Verification within
67 _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or Other (Describe): Upon request by
68 Seller.

69 Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in)
70 ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all
71 earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with written**
72 **unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved**
73 **the Verification.** If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all
74 earnest money deposits shall be promptly refunded and this transaction shall be terminated.

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

79 C. **Pre-Approval Letter.** Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; Buyer does not have a Pre-Approval
80 Letter at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: NA
81

82 4.1 **FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following financing
83 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,
84 (3) Other (Describe): NA
85

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

87 4.2 **FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies identified
88 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled
89 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an OREF 057 **Termination Agreement**
90 and/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
91 this 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
92 within the time period identified in this Section 4.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated, and
93 all earnest money shall be promptly refunded to Buyer. Buyer understands, upon termination of this transaction, Seller shall have the right to
94 place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials MM / Date 3/15/2021 | 12:41 PM PDT

Seller Initials AS / Date 3/15/21

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95 **4.3 BUYER REPRESENTATION REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan
 96 application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to
 97 Seller, or will be, pursuant to Section 3C (Pre-Approval Letter), above.
 98 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than _____ business days (three
 99 [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the
 100 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
 101 the value of the Property; and (vi) the loan amount sought.
 102 (3) Buyer agrees, if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within ____ business days (three [3] if not filled in - but
 103 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 promptly
 104 notify Seller of the date of Buyer's signed notice of Intent to proceed with the loan.
 105 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all
 106 application, appraisal and processing fees, where applicable) to obtain the loan.
 107 (5) Buyer understands and agrees, Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may
 108 be withheld in Seller's sole discretion.
 109 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
 110 regarding Buyer's financing and the time of Closing.
 111 (7) Buyer shall request the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 of this Agreement, (or
 112 Section 1 of the **OREF 058 Professional Inspection Addendum** if used).
 113 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
 114 status.

115 **5.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
 116 Property. Additionally, Lenders may require proof of property/casualty/fire insurance as a condition of the loan.

117 **5.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a
 118 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
 119 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between a
 120 home or building and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods.
 121 The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, depending
 122 upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local
 123 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**
 124 **requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, Lenders may require an EC as a**
 125 **condition of loan approval. For more information, go to the following website: www.fema.gov.**

126 **6. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
 127 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
 128 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a
 129 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
 130 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried
 131 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

- 132 (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or
 133 (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

134 Seller and Buyer agree, regardless of whether (a) or (b) is selected, they will reach a signed written agreement upon the terms and conditions of such
 135 financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ____ business days (ten
 136 [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of
 137 Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other
 138 times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically terminated.
 139 **Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to**
 140 **secure competent legal advice while engaged in a Seller-Carried Transaction.**

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 Buyer Initials MM / _____ Date 3/15/2021 | 12:41 PM PDT

Seller Initials JS / _____ Date 3/15/21

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141 7. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): _____
 142 _____
 143 _____
 144 _____

145 **CONTINGENCIES**

146 **8. TITLE INSURANCE:** Upon signature and acceptance of this Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order
 147 from the title insurance company selected at Section 18 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report
 148 and Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 26(3) below. Unless
 149 otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (If, upon receipt, the
 150 Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for further information or
 151 seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of
 152 the Report and Documents of Record Buyer shall have 10 business days (five [5] if not filled in) within which to notify Seller, in writing, of any
 153 matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing
 154 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 to
 155 convey marketable title to the Property pursuant to Section 24 (Deed), below. If, within 10 business days (five [5] if not filled in) following Seller's
 156 receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to
 157 Buyer of removal or correction prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be terminated. This
 158 contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title insurance company
 159 shall 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
 160 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
 161 Section 8 (Title Insurance) provides Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country,
 162 such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ("the Rules"), there are
 163 limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one
 164 customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard
 165 owner's policy of title insurance. Accordingly, unless the terms of this Section 8 (Title Insurance) are modified in writing by Buyer and
 166 Seller, the parties acknowledge, agree and so instruct Escrow, in this transaction, Seller's payment of Buyer's standard owner's policy of
 167 title insurance is not a "seller concession" under the Rules or any other federal law.)

168 **9. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions found in and
 169 around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead, and other contaminants
 170 in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about
 171 these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for
 172 information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands it
 173 is advisable to have a complete inspection of the Property by a qualified licensed professional(s) relating to such matters as structural
 174 condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended
 175 purpose. Neither the Buyer's nor Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. If some
 176 or all of the Property includes residential housing, Buyer is encouraged to review the Oregon Property Buyer Advisory at
 177 www.oregonrealtors.org and the Oregon Public Health Division at www.oregon.gov.

178 Check only one box below:

179 **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected
 180 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired
 181 invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold.
 182 Identify Invasive Inspections: Level One Environmental, but Level Two if required

183 Buyer understands Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's
 184 behalf. Buyer shall have 45 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement
 185 (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any
 186 inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time during
 187 this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as
 188 requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a
 189 written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may
 190 notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money
 191 deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide Seller with written unconditional
 192 disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the

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 Buyer Initials DM / Date 3/15/2021 | 12:41 PM PDT

Seller Initials DM / Date 3/15/21

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193 condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's
194 requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.

195 BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms, Buyer is fully satisfied with the condition
196 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
197 contingency to the Closing of this transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

198 **10. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, on or promptly after the date the parties have signed and
199 accepted this Agreement, Seller shall deliver to Buyer OREF 021, the Lead-Based Paint Disclosure Addendum ("the Disclosure Addendum"), together with
200 the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Date of Delivery"). Unless waived by Buyer in writing in the Disclosure
201 Addendum, Buyer shall have ten (10) calendar days (or other mutually agreed upon period) commencing on the day following the Date of Delivery, within
202 which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). If lead-based paint and/or lead-based paint hazards are
203 identified in the Property by a certified inspector at any time before expiration of the LBP Contingency Period, Buyer may unconditionally cancel this
204 transaction by written notice to Seller ("Notice of Cancellation"). In such case, Buyer shall deliver a copy of any written reports or evaluations (collectively
205 "Reports") to Seller, together with the Notice of Cancellation, and thereafter receive a prompt refund of all earnest money deposits. Buyer understands the
206 failure to deliver the Notice of Cancellation to Seller together with the Reports, on or before Midnight of the last day of the LBP Contingency Period
207 shall 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
208 LBP Contingency Period shall automatically expire.

209 **11. SELLER'S DOCUMENTS:** (check one): Seller has previously delivered to Buyer copies of all documents containing material information about the
210 Property Seller has in Seller's possession or control, including but not limited to documents and records relating to the ownership, operation and maintenance
211 of the Property (hereinafter "Relevant Business Documents"). Seller agrees within 10 business days (ten [10] if not filled in) following the date Buyer and
212 Seller have signed and accepted this Agreement, Seller will deliver to Buyer Relevant Business Documents. In addition to Relevant Business Documents,
213 Seller shall, within the same period as provided in this Section 11 (Seller's Documents), deliver to Buyer the following additional
214 information: All relevant documents pertaining to the building, inc inspection reports, leases, any other documentation.

215 **12. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, unless this transaction is otherwise exempted, Oregon law provides Buyer
216 has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property
217 Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does not receive
218 the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's Firm to receive
219 Buyer's notice of revocation, if any, on Seller's behalf.

220 No Seller disclosure form as noted in this provision is required for property that is commercial or vacant land. However, if the property includes, as
221 part of the improvements, a one-to-four residential dwelling, the form should be utilized as required by statute.

222 **SELLER REPRESENTATIONS**

223
224 **13. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
225 following representations to Buyer:

- 226 (1) Seller has full and complete authority to enter into this Agreement and convey the Property in accordance with the terms hereof.
- 227 (2) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
228 planned, which could affect the use, development, operation or value of the Property.
- 229 (3) Seller has no knowledge of any hazardous substances in or about the Property.
- 230 (4) Seller knows of no material structural defects in or about the Property.
- 231 (5) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including
232 landscaping, if any, will be in substantially its present condition at the time Buyer is entitled to possession.
- 233 (6) Seller has no notice of any liens or assessments to be levied against the Property.
- 234 (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 235 (8) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
236 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
- 237 (9) Seller shall keep the Property fully insured through Closing.
- 238 (10) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
239 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

Buyer Initials MM / Date 3/15/2021 | 12:41 PM PDT

Seller Initials [Signature] / Date 3/15/21

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240 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to Items (1)
 241 through (10) are: No Exceptions (For more exceptions see Addendum _____)
 242 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu
 243 of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
 244 appropriate, regarding all material matters bearing on the condition of the Property, its value, and its suitability for Buyer's intended use. Neither
 245 Buyer's nor Seller's Agents shall be responsible for inspecting or conducting any investigation of any aspects of the Property.

246 **14.1 SELLER ADVISORY OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a
 247 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
 248 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
 249 carry out the provisions of Oregon law.

250 **14.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised, during Closing, a Federal law, known as the Foreign
 251 Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the
 252 Purchase Price) if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption.
 253 A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(l) of the Internal
 254 Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident
 255 alien individual.

256 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
 257 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
 258 FIRPTA requirements constitutes a material default under this Agreement.

259 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-
 260 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
 261 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees that Seller will be presumed to be a
 262 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
 263 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so that
 264 Seller's personal information is not disclosed to Buyer.

265 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or
 266 acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
 267 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties' shall share equally in the cost of any
 268 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree that the Closing
 269 Date will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new
 270 escrow agent.

271 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
 272 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
 273 related the law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.

274 **15. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, Buyer is purchasing the Property "AS-
 275 IS," in its present condition and with all defects apparent or not apparent.

MISCELLANEOUS ITEMS

277 **16. EXISTING LEASES:** The Property (check one): is is not subject to one or more existing leasehold interests, which Seller represents and warrants
 278 are current and free from default. If applicable, Seller agrees to deliver to Buyer complete and legible copies of the written lease(s) (including all amendments,
 279 individually and collectively the "Leases") for review within 10 business days (three [3] if not filled in) following the date Buyer and Seller have signed this
 280 Agreement. If Buyer is not satisfied with the Leases for any reason whatsoever, Buyer may terminate this Agreement by providing written notice to Seller within
 281 10 business days (five [5] if not filled in) after Buyer's receipt of the Leases, in which case all earnest money deposits shall be promptly refunded and this
 282 transaction shall be terminated. If Buyer fails to terminate the transaction within this time period, Buyer shall be deemed to have accepted the Leases.

283 Seller agrees to obtain and deliver to Buyer for review, no later than 10 business days (ten [10] if not filled in) prior to Closing, fully executed tenant estoppel
 284 certificates (individually and collectively, the "Tenant Estoppel Certificates") from each of the tenants under the Leases using OREF 072 Tenant Estoppel
 285 Certificate or such other form mutually agreed to by the parties. If any of the Tenant Estoppel Certificates reveal a material default by Seller or a tenant under
 286 the Leases, Buyer may terminate this Agreement by providing written notice to Seller within 5 business days (three [3] if not filled in) after Buyer's receipt of
 287 the Tenant Estoppel Certificates, in which case all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Buyer fails to
 288 terminate the transaction within this time period, Buyer shall be deemed to have accepted the Tenant Estoppel Certificates.

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289 At Closing, Seller shall assign the Leases to Buyer using OREF 073 Assignment and Assumption of Leases or such other form mutually agreed to by the
290 parties, Seller shall pay over to Buyer all security deposits held under the Leases, and rent under the Leases shall be prorated between the parties.

291 **17. ADDITIONAL PROVISIONS AND CONDITIONS TO PURCHASE:** This offer is contingent on the Buyer evaluating a full financial
292 suitability study for their use of the property, including but not limited to municipal codes and requirements, environmental reports and
293 property inspections. Buyer requests 60 calendar days to complete all inspections (approx 45 business days), along with additional 45
294 days to close after all inspections are waived. See att. Addendum 1. For additional provisions, see Addendum _____.

295 **CLOSING/ESCROW**

296 **18. ESCROW:** This transaction shall be Closed at First American Title Company, Newberg ("Escrow"),
297 a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein.
298 Unless otherwise provided herein, the parties agree as follows: Seller authorizes Seller's Agent's Firm to order a preliminary title report and owner's title policy
299 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,
300 Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds
301 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
302 professional real estate services provided by Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer service
303 agreement or other written agreement for compensation.

304 **19. PRORATIONS:** Prorates for rents, current year's real and personal property taxes, interest on assumed obligations, and other prepaid expenses
305 attributable to the Property shall be prorated as of (check one): the Closing Date; date Buyer is entitled to possession; or _____

306 **20.1 EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the
307 following instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 25,000.00 ("the Deposit").

308 The Deposit shall be payable by wire transfer or check, and deposited within 7 (three [3] if not filled in) business days (the "Deposit Deadline")
309 as follows (check all that apply):

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

314 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no
315 later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 22.1 and 22.2
316 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.

317 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):
318 _____
319 _____

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

322 **20.2 Non-refundable Deposit.** (Do not complete A and B, below, unless the deposit is intended to become nonrefundable. If deposit(s) is/are in Escrow,
323 additional written instructions may be necessary.) Buyer and Seller agree (Check one or both of the following two boxes): the earnest money
324 deposit of \$ _____ and/or the additional earnest money deposit of \$ _____ shall become nonrefundable for all purposes except
325 those cases in which Seller's default results in a failure of this transaction to Close in accordance with this Agreement:

326 **A. Terms of disbursement/holding of nonrefundable deposit** (Select only one of the following three boxes below):
327 Disburse directly to Seller as follows: _____

- 328 Remain in Escrow and disburse to Seller upon Closing or earlier termination of this transaction, or
- 329 Remain in Selling Firm's client trust account and disburse to Seller upon Closing or earlier termination of this transaction.

330 **B. Event/timing of non-refundable**
331 The deposit(s) shall become nonrefundable upon the occurrence of the following (Select only one of the following four boxes in B.)
332 (insert date) _____
333 (insert event) _____
334 (insert conditions to be satisfied or waived after which time disbursement shall occur) _____
335 _____
336 _____

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337 Other: _____
 338 _____

339 **21. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this
 340 Agreement marked "rejected" by Seller, or upon Seller's Agent's Firm's written advice the offer is "rejected" by Seller, you are to refund all earnest money
 341 to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller establish an escrow account and proceed with Closing in accordance
 342 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
 343 Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to
 344 the disposition of such deposits.

345 **22.1 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
 346 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
 347 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then
 348 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other
 349 legal remedies available to Buyer.

350 **22.2 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially
 351 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
 352 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
 353 Agreement, then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as
 354 liquidated damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction
 355 in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s)
 356 identified herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a
 357 penalty. **It is the intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance
 358 with the material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right
 359 to recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of Sections 31-32.4
 360 (Dispute Resolution) below.**

361 **23.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 07/01/2021 ("the Closing
 362 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded, and funds are available to Seller. Buyer and
 363 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
 364 date. Caveat: Section 6 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust
 365 or mortgage.

366 **23.2 THE CLOSING DISCLOSURE:** If the Property, or a dwelling unit located therein, will be used, or is expected to be used, as Buyer's primary
 367 residence, and lender financing is involve, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each
 368 receive a federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID
 369 requires the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the
 370 transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to
 371 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
 372 the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

373 **23.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the
 374 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
 375 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
 376 encouraged to discuss this with Escrow prior to Closing.**

377 **24.1 DEED:** Seller shall convey marketable title to the Property by (check one): statutory warranty deed or _____
 378 _____
 379 (if neither box is checked a statutory warranty deed shall be used) free and clear of all liens of record, except property taxes that are a lien but not yet payable,
 380 zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and
 381 restrictions of record, and those matters accepted by Buyer pursuant to Section 8 (Title Insurance) above. If Buyer's title will be held in the name of more than
 382 one person see Section 33 (Offer to Purchase) below, regarding forms of co-ownership.

383 **24.2 BILL OF SALE:** If applicable, Seller shall convey title to the personal property described in Fixtures/Controls/Keys/Personal Property Section, above by
 384 OREF 071 Bill of Sale, free and clear of all liens and encumbrances.

385 **25. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
 386 possession of the Property to Buyer (select one):

Buyer Initials DS / DM Date 3/15/2021 | 12:41 PM PDT
 Seller Initials DS / _____ Date 3/15/21

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387 (1) by 5:00 p.m. on Closing;
388 (2) by _____ a.m. p.m. _____ days after Closing;
389 (3) by _____ a.m. p.m. on the _____ day of _____.

390 If a tenant(s) is currently in possession of the Property, will Buyer accept the tenant(s) at closing? (check one):
391 No; Seller shall have full responsibility for removal of tenant(s) prior to closing.
392 Yes. If Yes, unless otherwise provided herein, all rents shall be prorated as of the closing date and tenant security deposits and any
393 other deposits held on behalf of the tenant(s) by Seller shall be transferred in full to Buyer at closing. All funds shall be handled through escrow.
394 Buyer and Seller are encouraged to attach the OREF 070 Investment Property Addendum to address additional items related to the buyer
395 accepting the tenant(s) at closing.

396 **DEFINITIONS/INSTRUCTIONS**

- 397 26. DEFINITIONS/INSTRUCTIONS: (1) Buyer and Seller: Any reference to Buyer and Seller in this agreement shall include singular and plural.
- 398 (2) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
399 and the respective real estate companies with which they are affiliated.
- 400 (3) Time is of the essence of this Agreement.
- 401 (4) Except as provided in Section 8 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
402 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
403 this transaction with the title company identified at Section 18 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
404 provide Escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or
405 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
- 406 (5) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section
407 32.4 (Mediation and Arbitration Involving Agents/Firms).
- 408 (6) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.
- 409 (7) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.
- 410 (8) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counter offer, or
411 addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed and accepted in
412 accordance with the requirements of item 8 herein.
- 413 (9) The phrase "signed and accepted" in the printed text of this Sale Agreement, or any addendum or counter offer, however designated (collectively,
414 "the Agreement" or "the Sale Agreement"), shall mean the date and time either the Seller and/or Buyer has/have: (a) Signed their acceptance of the
415 Agreement received from the other party, or their Agents, and (b) Transmitted it to the sending party, or their Agent, either by manual delivery
416 ("Manual Delivery"), facsimile or electronic mail (collectively, "Electronic Transmission"). When the Agreement is "signed and accepted" as defined
417 herein, the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their offer or counter offer, as the case
418 may be.
- 419 (10) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
420 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
421 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 17 (Additional
422 Provisions) of this Sale Agreement.
- 423 (11) 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
424 the date they have signed and accepted it.
- 425 (12) This Agreement is binding upon the heirs, personal representatives, successors, and assigns of Buyer and Seller. However, Buyer's rights
426 under this Agreement or in the Property are not assignable without prior written consent of Seller.
- 427 (13) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
- 428 (14) Excepting only the Lead-Based Paint Contingency Period identified in Section 10 (Lead Based Paint Contingency Period), unless a different
429 time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as of 5:00 p.m. on the last
430 day of that deadline, however designated.
- 431 (15) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy
432 of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)
433 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 mailed.

DS
Buyer Initials MM / Date 3/15/2021 | 12:41 PM PDT

Seller Initials [Signature] / Date 3/15/21

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434 27. UTILITIES: Seller shall pay all utility bills accrued to the date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel/propane then
435 on premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of Escrow. Seller shall
436 not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to Closing unless parties agreed otherwise in writing.

437 28. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
438 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT
439 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
440 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
441 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,
442 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
443 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY
444 SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THE UNIT OF LAND BEING TRANSFERRED
445 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
446 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING
447 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
448 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

449 29. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
450 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
451 cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the
452 Closing of this transaction.

453 30.1 LEVY OF ADDITIONAL PROPERTY TAXES: The Property (check one): is is not specially assessed for property taxes (e.g., farm, forest,
454 tax abatement 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
455 as to income or other conditions required to preserve its deferred/abated tax status. If, as a result of Buyer's actions or the Closing of this transaction, the
456 Property either is disqualified from special use assessment or loses its deferred/abated property tax status, unless otherwise specifically provided in this
457 Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied
458 against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is
459 disqualified from its entitlement to special use assessment or loses its deferred/abated property tax status, Buyer may, at Buyer's sole option, promptly
460 terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller
461 responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely
462 harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section
463 30.1 (Levy of Additional Property Taxes).

464 30.2 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
465 Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide OREF 045 Historic Property Addendum.

DISPUTE RESOLUTION

467 **DISPUTE RESOLUTION: Any dispute between Buyer and Seller relating to the interpretation or enforcement of this Agreement**
468 **(check one) shall shall not, be subject to the mediation and arbitration provisions of Sections 31 – 32.4. Failure to check a box shall**
469 **constitute an election NOT to arbitrate.**

470 31. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
471 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
472 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter
473 collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or
474 earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the
475 real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of
476 limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER
477 ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT,
478 INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

479 32.1 EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
480 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
481 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
482 (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
483 mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of
484 Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described
485 herein for the resolution of any Claims.

Buyer Initials MM / Date 3/15/2021 | 12:41 PM PDT

Seller Initials SG / Date 3/15/21

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486 32.2 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller, within the jurisdiction of the Small Claims
487 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 other
488 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 Small
489 Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

490 32.3 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National
491 Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor Association, if available. If mediation is not
492 available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration
493 Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding
494 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to
495 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party
496 shall 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) the
497 prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

498 32.4. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in
499 accordance with the mediation and arbitration process described in Section 32.3 (Mediation and Arbitration between Buyer and Seller) above, and
500 if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as
501 provided therein.

502 **SIGNATURE INSTRUCTIONS**

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

509 Deed or contract shall be prepared in the name of Yamhill County, a political subdivision of the State of Oregon.

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

512 This offer shall automatically expire on (insert date): 03/16/2021 at 5 a.m. p.m., (the "Offer Deadline"), if not
513 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This
514 offer may be accepted by Seller only in writing.

515 Buyer *Lindsey Manfrin* Date 3/15/2021 | 12:41 PM PDT a.m. ___ p.m. ←
Yamhill County, a political subdivision of the State of OR

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

517 This offer was delivered/transmitted to Seller for signature on (insert date): _____ at _____ a.m. p.m.
518 By _____ (Agent(s) presenting offer).

519 34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges
520 receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges, Seller has not
521 relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.

522 Seller _____ Date _____ a.m. ___ p.m. ←
Newberg Development Ventures, LLC

523 Seller *Steve Galkins* Date 3/15/21 a.m. 2:28 p.m. ←
Steve Galkins

524 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase), above, it will not become binding
525 upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counter offer, or other writing, jointly signed by
526 the parties. The parties' failure to do so shall be treated as a rejection under Section 35 (Seller's Rejection) below, and this transaction
527 shall be automatically terminated.

Buyer Initials *LM* / Date 3/15/2021 | 12:41 PM PDT Seller Initials *SG* / Date 3/15/21

528 35. SELLER'S REJECTION/COUNTER OFFER (select only one): Seller does not accept the above offer, but makes the attached counter offer.
529 Seller rejects Buyer's offer.
530

531 Seller _____ Date _____, _____ a.m. ___ p.m. ←
Newberg Development Ventures, LLC

532 Seller _____ Date _____, _____ a.m. ___ p.m. ←
Steve Calkins

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

Buyer Initials ^{DS} LM / _____ Date 3/15/2021 | 12:41 PM PDT

Seller Initials 8 / _____ Date 3/15/21

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Sale Agreement # MCG03102021
Addendum # 1

ADDENDUM TO REAL ESTATE SALE AGREEMENT (2 pg)

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer
2 Buyer: Yamhill County, a political subdivision of the State of OR
3 Seller: Newberg Development Ventures, LLC, Steve Calkins

4 The real property described as: 2318 E Portland Road, Newberg, OR 97132

5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.
6 The Buyer requests a walk through the Tenant's suite prior to closing, along with access as needed during the due diligence period, to
7 inspect the property as needed. All inspections and walk throughs will be coordinated through the Seller and Seller's broker with
8 cooperation of the Tenant.

9 The offer is contingent on:

10 60 calendar days from date of mutual acceptance (45 business days) to complete and approve due diligence on the property.

11 45 additional calendar days from date of acceptance of all inspections to obtain approval from the Yamhill County Board of
12 Commissioners to approve the sale, if needed.

13 Closing to occur within seven business days of Yamhill County Board of Commissioners approval of sale. Our intention is to close by
14 July 1, 2021, if possible, but the approval must be in place to close the sale.

15 "Acceptance or rejection of the Report and Documents of Record shall be in Buyer's sole discretion."

16 "Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's due diligence and inspections. In
17 addition, Buyer shall have full access to the Property at Closing to confirm that it is in substantially the same condition on the Closing
18 Date as when it was inspected."

19 "Seller agrees to cooperate with Buyer in connection with investigations and/or inspections and studies and agrees to execute any and
20 all documents that might reasonably be required in order to obtain any necessary governmental authority or consent with respect to the
21 above-described matters."

22 "Approval or rejection of due diligence and inspections of the Property shall be in Buyer's sole discretion."

23 "Buyer's obligation to close is contingent on Buyer's approval, in Buyer's sole discretion, of any applicable zoning regulations and any
24 applicable private regulations, including without limitation, relevant covenants, conditions and restrictions."

25 "Buyer further represents that as of the Closing Date, there shall have been no event, development, or condition that had or could
26 reasonably be expected to have a material adverse effect on the title to the Property or the ability to operate the Property for its intended
27 use."

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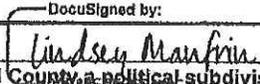
Buyer Initials DS / IM Date 3/15/2021 | 12:41 PM PDT

Seller Initials SC / 1 Date 3/15/21

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42 To the best of Seller's knowledge, (1) hazardous substances (meaning substances chemicals or materials in concentrations regulated
 43 under any applicable federal, state or local or foreign law, rule or regulation) have not been generated, used, treated, stored on or
 44 transported to or from, released or disposed of on, under, or migrating from or in groundwater under the Property, (2) Seller is in material
 45 compliance with all applicable federal, state or local environmental laws pertaining to the Property, and (3) there are no pending or
 46 threatened, past administrative, regulatory or judicial claims, actions, suits, investigations, demands, proceedings or notices of violations
 47 relating in any way to any environmental laws against either Seller or the Property."
 48 "To the best of Seller's knowledge, Seller is not aware of any claims, actions, suits or other proceedings, pending or threatened
 49 pertaining to the Property, nor any claims, actions, suits or other proceedings pending or threatened against Seller or any other person or
 50 entity which may affect the Property or Seller's interest in the Property. Seller is not aware of any state of facts that, with the passage of
 51 time, could reasonably result in the development of any claims, actions, suits or other proceedings pertaining to the Property, or against
 52 Seller which may affect the Property or Seller's interest in the Property. "
 53 "Seller shall promptly notify Buyer if, prior to Closing Seller receives actual notice or obtains actual knowledge or any event or condition
 54 that could result in making any previously disclosed material information relating to the Property misleading or incorrect. All
 55 representations contained in this Agreement will survive Closing and the recording of the deed conveying the Property to the Buyer and
 56 will remain in full force and effect. "
 57 "In the event Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date, then Buyer at its
 58 option may have the right to specific performance of this Agreement or the right to recover the earnest money and all of its general and
 59 specific damages."
 60 "In the event of any discrepancy, conflict or disagreement between the terms of the Agreement and this Addendum #1, the terms and
 61 conditions of this Addendum #1 shall control,"
 62 _____
 63 _____
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 68 _____
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DocuSigned by:
 71 Buyer Signature  Date 3/15/2021 | 12:41 PM PDT a.m. ___ p.m. ←
Yamhill County, a political subdivision of the State of OR
 72 Buyer Signature _____ Date _____ a.m. ___ p.m. ←
 73 Seller Signature _____ Date _____ a.m. ___ p.m. ←
Newberg Development Ventures, LLC
 74 Seller Signature  Date 3/15/21 a.m. ___ p.m. 2:30 pm
Steve Calkins
 75 Buyer's Agent Mike Morris and Mary Martin Miller Seller's Agent Craig Barnard

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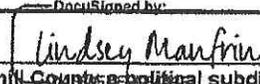
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ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer Other _____
 2 Buyer: Yamhill County, a political subdivision of the State of OR
 3 Seller: Newberg Development Ventures, LLC, Steve Calkins

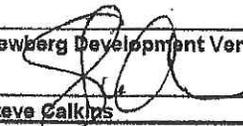
4 The real property described as: 2318 E Portland Road, Newberg, OR 97132
 5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.**
 6 **The Buyer is still examining the title exceptions on the Preliminary Title report that was delivered by the Title Company to Buyer and**
 7 **Seller on March 26, 2021.**

8
 9 **The Buyer and Seller agree to give the Buyer through May 7, 2021, to allow the Buyer to review the exceptions and comment to the Seller**
 10 **if there are any questions or concerns.**
 11
 12 **All other terms and conditions in the agreement remain the same.**
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DocuSigned by:
 29 Buyer Signature  Date 4/8/2021 | 8:21 AM PDT a.m. p.m. ←
Yamhill County, a political subdivision of the State of OR

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

31 Seller Signature _____ Date _____ a.m. p.m. ←
Newberg Development Ventures, LLC

32 Seller Signature  Date 4/8/2021 11:30 a.m. p.m. ←
Steve Calkins

33 Buyer's Agent Mike Morris and Mary Martin Miller Seller's Agent Craig Barnard

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Sale Agreement # MCG03102021
Addendum # 3

ADDENDUM TO REAL ESTATE SALE AGREEMENT

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

2 Buyer: Yamhill County, a political subdivision of the State of OR

3 Seller: Newberg Development Ventures, LLC, Steve Calkins

4 The real property described as: 2318 E Portland Road, Newberg, OR 97132

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

6 The Buyer is asking the Seller to have the HVAC system serviced. Some of the burners are not lit and our inspection report states that
7 service is needed.

8 _____
9 Seller agrees to have the service completed 20 days before closing and show the receipts from work that has been completed.

10 _____
11 All other terms and conditions in the agreement remain the same.

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29 Buyer Signature *Lindsey Manfra* Date 5/17/2021 | 8:35 AM PDT a.m. p.m. ←
Yamhill County, a political subdivision of the State of OR

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

31 Seller Signature *Steve Calkins* Date 5/17/2021 a.m. 2:51 p.m.
Newberg Development Ventures, LLC

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

33 Buyer's Agent Mike Morris and Mary Martin Miller Seller's Agent Craig Barnard

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OREF 002
Accepted by Yamhill County Board of Commissioners on 6/3/21 by Board Order # 21-225