

TILLAMOOK COUNTY BOARD OF COMMISSIONERS NOTICE OF MEETING AGENDAS

BOARD OF COMMISSIONERS

David Yamamoto, Chair
dyamamoto@co.tillamook.or.us

Erin D. Skaar, Vice-Chair
eskaar@co.tillamook.or.us

Mary Faith Bell, Commissioner
mfbell@co.tillamook.or.us

CONTACT

Tillamook County Courthouse
201 Laurel Avenue
Tillamook, Oregon 97141
503.842.3403
www.co.tillamook.or.us

COMMUNITY UPDATE MEETING

Tuesday, October 25, 2022 at 8:00 a.m.

Teleconference and KTIL-FM at 95.9

BOARD MEETING

Wednesday, October 26, 2022 at 9:00 a.m.

Nehalem Room

County Courthouse, Teleconference, and Live Video at tctvonline.com

AGENDAS

COMMUNITY UPDATE – 2022-10-25 COMMUNITY UPDATE AUDIO.MP4

CALL TO ORDER: Tuesday, October 25, 2022 8:00 a.m.

1. 00:23 Welcome and Board of Commissioners' Roll Call
2. 00:56 Coastal Caucus
3. 06:41 County Clerk
4. 13:17 Tillamook County Community Health Center
5. 17:11 Nehalem Bay Health Center & Pharmacy
6. 18:18 Tillamook Family Counseling Center
7. 22:40 Sheriff's Office
8. 32:42 Emergency Management
9. 35:05 Board of Commissioners
10. 40:05 County Tax Collector
11. Cities
 - 46:43 Garibaldi
 - 47:16 Tillamook
 - 51:49 South County
12. 54:19 Upcoming Business License Ordinance/Commissioner Erin Skaar

ADJOURN – 8:57 a.m.

MEETING – 2022-10-26 BOCC MEETING AUDIO.MP4
(Chair Yamamoto Absent – Out of Office)

CALL TO ORDER: Wednesday, October 26, 2022 9:00 a.m.

1. 02:09 Welcome & Request to Sign Guest List
2. 02:14 Pledge of Allegiance
3. 02:37 Public Comment: There were none.
4. 02:49 Non-Agenda Items: There were none.

LEGISLATIVE – ADMINISTRATIVE

5. 02:58 Discussion and Consideration of a Request for Approval of the Allocation of Start-Up Funds for Oregon Health Authority Mobile Crisis Services Expansion via CFAA Amendment/Frank Hanna-Williams, Director, Tillamook Family Counseling Center.

A motion was made by Commissioner Bell and seconded by Vice-Chair Skaar. The motion passed with two aye votes. The Vice-Chair signed the request.
6. 06:07 Discussion and Consideration of a Personnel Requisition for a New Regular Full-Time Health Data Analyst Manager in the Health and Human Services Department/Marlene Putman, Administrator, Health and Human Services

A motion was made by Commissioner Bell and seconded by Vice-Chair Skaar. The motion passed with two aye votes. The Vice-Chair signed the requisition.
7. 09:22 Discussion and Consideration of a Master Services Agreement with RingCentral MVP for MVP Phone System Upgrade Services/Jeff Underwood, Interim Director, Information Services

A motion was made by Commissioner Bell and seconded by Vice-Chair Skaar. The motion passed with two aye votes. The Vice-Chair signed the agreement.
8. 14:04 Discussion and Consideration of Vacant Land Real Estate Sale Agreement #10122022-DT With Mark McClaskey and Debra McClaskey for Property Located at Township 1S, Range 9W, Section 30BC, Tax Lot #300/Rachel Hagerty, Chief of Staff

A motion was made by Commissioner Bell and seconded by Vice-Chair Skaar. The motion passed with two aye votes. The Vice-Chair signed the agreement.

9. 19:34 Discussion and Consideration of an Order in the Matter of the Appointment of a Member to the Tillamook County Tourism Advisory Committee/Rachel Hagerty, Chief of Staff

A motion was made by Commissioner Bell and seconded by Vice-Chair Skaar. The motion passed with two aye votes. The Board signed Order #22-063.

10. 21:09 Board Concerns – Non-Agenda Items: There were none.

11. 21:15 Board Announcements

Commissioner Skaar recessed the meeting at 9:43 a.m. to go into executive session pursuant to ORS 192.660(2)(d)

Commissioner Skaar reconvened the meeting at 11:31 a.m. – 2022-10-26 BOCC MEETING AUDIO.MP4 PART II

ADJOURN – 11:31 a.m.

JOIN THE BOARD OF COMMISSIONERS' MEETINGS

The board is committed to community participation and provides opportunity for public attendance during meetings via in-person and teleconference.

- **Community Update Meetings: Tuesdays at 8:00 a.m.**
 - Teleconference: Dial 971-254-3149, Conference ID: 736 023 979#
 - Radio: KTIL-FM at 95.9

- **Board Meetings: Wednesdays at 9:00 a.m.**
 - County Courthouse: Nehalem Room, 201 Laurel Avenue, Tillamook
 - Teleconference: Dial 971-254-3149, Conference ID: 736 023 979#
 - Live Video: tctvonline.com

MEETING INFORMATION AND RULES

- Matters for discussion and consideration by the board shall be placed on an agenda prepared by the staff and approved by the board chair. Any commissioner may request items on the agenda.
- Public hearings are formal proceedings publicized through a special public notice issued to media and others. Public hearings held by the board are to provide the board an opportunity to hear from the public about a specific topic. Public hearings are therefore different regarding audience participation at board meetings.
- Commissioners shall be addressed by their title followed by their last name.
- Commissioners shall obtain approval from the chair before speaking or asking questions of staff, presenters, and public. As a courtesy, the chair shall allow an opportunity, by the commissioner who has the floor, to ask immediate follow-up questions.
- A majority of the board shall constitute a quorum and be necessary for the transaction of business.
- All board meeting notices are publicized in accordance with public meeting laws.
- All board meetings shall commence with the Pledge of Allegiance.
- The chair will utilize the gavel as needed to maintain order, commence and adjourn meetings, and signal approval of motions.
- The board reserves the right to recess to executive session as may be required at any time during these meetings, pursuant to ORS 192.660(1).
- The courthouse is accessible to persons with disabilities. If special accommodations are needed for persons with hearing visual, or manual impairments who wish to participate in the meeting, contact (503) 842-3403 at least 24 hours prior to the meeting so that the appropriate communications assistance can be arranged.

PUBLIC COMMENT

- Providing public comment is an opportunity for constituents to be heard and express their views to the board.
- The board allows public comment at board meetings during the public comment period designated on the agenda.
- Comments are limited to one per person and per agenda item.
- Comments must be related to the agenda item(s) previously registered to comment on.
- The allotted time for public comments is two minutes per person; this time may not be allotted to another speaker. The chair may, at their sole discretion, further limit or expand the amount of time.
- The public comment opportunity is not a discussion, debate, or dialogue between the speaker and the board, which may or may not respond.
- Members of the public do not have the right to disrupt the meeting; the board may prohibit demonstrations such as booing, hissing, or clapping.
- Remarks containing hate speech, profanity, obscenity, name calling or personal attacks, defamation to a person, people, or organization, or other remarks the board deems inappropriate will not be allowed.
- Failure to follow all rules and procedures may result in not being able to provide public comment and/or being removed from the meeting.

In-Person Procedures

- Sign in before the meeting begins and indicate your desire to provide public comment and which agenda item you would like to comment on. When your name is announced, please come forward to the table placed in front of the dais and for the record, first identify yourself, area of residence, and organization represented, if any.

Virtual Procedures

- Register by sending an email to publiccomments@co.tillamook.or.us by 12:00 p.m. on the Tuesday prior to the board meeting. The email must contain all of the following information:
 - Full name, area of residence, and phone number.
 - Agenda item(s), you wish to comment on.
- Once registered, and before the start of the meeting, board staff will email a Microsoft Teams meeting link.
- When logged in to the meeting you must remain muted with your camera off until your name is called, then you unmute and turn on your camera.
- The chair may require those providing virtual comment to turn on their camera while providing comment or testimony.

Written Procedures

- Written comments may be mailed to 201 Laurel Avenue, Tillamook, Oregon 97141 or emailed to: publiccomments@co.tillamook.or.us.
- Written comments received by 12:00 p.m. on the Tuesday prior to the board meeting will be distributed to the board and posted online. All written comments submitted become part of the permanent public meeting record.

AGENDAS

COMMUNITY UPDATE

CALL TO ORDER: Tuesday, October 25, 2022 8:00 a.m.

1. Welcome and Board of Commissioners' Roll Call
2. Adventist Health Tillamook
3. Coastal Caucus
4. Tillamook County Community Health Center
5. Nehalem Bay Health Center & Pharmacy
6. Tillamook Family Counseling Center
7. Sheriff's Office
8. Emergency Management
9. Board of Commissioners
10. Cities
 - a. Manzanita
 - b. Nehalem
 - c. Wheeler
 - d. Rockaway Beach
 - e. Garibaldi
 - f. Bay City
 - g. Tillamook
 - h. South County

ADJOURN

MEETING

CALL TO ORDER: Wednesday, October 26, 2022 9:00 a.m.

1. Welcome & Request to Sign Guest List
2. Pledge of Allegiance
3. Public Comment
4. Non-Agenda Items

LEGISLATIVE – ADMINISTRATIVE

5. Discussion and Consideration of a Request for Approval of the Allocation of Start-Up Funds for Oregon Health Authority Mobile Crisis Services Expansion via CFAA Amendment/Frank Hanna-Williams, Director, Tillamook Family Counseling Center.
6. Discussion and Consideration of a Personnel Requisition for a New Regular Full-Time Health Data Analyst Manager in the Health and Human Services Department/Marlene Putman, Administrator, Health and Human Services
7. Discussion and Consideration of a Master Services Agreement with RingCentral MVP for MVP Phone System Upgrade Services/Jeff Underwood, Interim Director, Information Services
8. Discussion and Consideration of Vacant Land Real Estate Sale Agreement #10122022-DT with Mark McClaskey and Debra McClaskey for Property Located at Township 1S, Range 9W, Section 30BC, Tax Lot #300/Rachel Hagerty, Chief of Staff
9. Discussion and Consideration of an Order in the Matter of the Appointment of a Member to the Tillamook County Tourism Advisory Committee/Rachel Hagerty, Chief of Staff
10. Board Concerns – Non-Agenda Items
11. Board Announcements

ADJOURN

OTHER MEETINGS AND ANNOUNCEMENTS

The Commissioners will hold a Board Briefing on **Wednesday, October 26, 2022** at **2:00 p.m.** to discuss weekly Commissioner updates. The meeting will be held at the Courthouse in the Nehalem Room, 201 Laurel Avenue, Tillamook, Oregon. The teleconference number is 1-971-254-3149, Conference ID: 736 023 979#.

BOARD OF COMMISSIONERS' BOARD MEETING

Wednesday, October 26, 2022

	Present	Absent		Present	Absent
David Yamamoto	_____	_____	Rachel Hagerty	_____	_____
Erin Skaar	_____	_____	Bill Sargent	_____	_____
Mary Faith Bell	_____	_____			

PLEASE PRINT

<u>Name</u>	<u>Email or Address</u>	<u>Item of Interest</u>	<u>Check if Making Public Comment</u>
-------------	-------------------------	-------------------------	---------------------------------------

<i>Will Cheppell</i>	<i>hca.11.ghtreporter@countrymedia.net</i>		

(Please use reverse if necessary)

TILLAMOOK COUNTY BOARD OF COMMISSIONERS' MEETING

WEDNESDAY, OCTOBER 26, 2022

PUBLIC COMMENT SIGN-IN SHEET

PLEASE PRINT

NAME	AREA OF RESIDENCE	NAME OF ORGANIZATION (IF ANY)	AGENDA ITEM
<i>There were none</i>			

REQUEST FOR PAYMENT OF START-UP FUNDS: Complete Parts 1-6 and 8

EXPENDITURE REPORT: Complete Parts 7 and 9

1. County/Contractor Name: *Tillamook* Contract #: *173148*

2. Service Element: A & D Special Projects (AD 60)
 MHS Special Projects (MHS 37)

Start-Up Funds Detail			EXPENDITURE ONLY COLUMN	
3. Project Description	4. AMD#(s) & Ref#(s)	5. Project Start Date	6. Amount Requested	7. Amount Expended
<i>MOBILE CRISIS SERVICES START-UP</i>		<i>1/1/2023</i>	<i>\$ 133,955</i>	<i>\$</i>
			<i>\$</i>	<i>\$</i>
			<i>\$</i>	<i>\$</i>
			<i>\$</i>	<i>\$</i>
			<i>\$</i>	<i>\$</i>
Total Start-Up Funds Requested:			<i>\$ 133,955</i>	
Total Start-Up Funds Expended:			<i>\$</i>	

8. Funds Requested by Name: *Frank Hanna-Williams* Title: *CHHP Director Tillamook County* Date: *10/21/2022*

County/Direct Contactor Signature: _____

Motor Vehicle(s) to be purchased with \$1,000 or more with these Start-Up funds

Vehicle Description Year and Make: _____ Date of Purchase: _____

9. Funds Expended Reported by: Name: _____ Title: _____ Date: _____

County/Direct Contactor Signature: _____

HSD USE ONLY

Payment #: _____

Fund	Alpha Year	Contract #	SE #	Request #	Payment #
Approved Date: _____					

HSD Administrator signature: _____

Tillamook Family Counseling Center

Start-Up Costs for Mobile Crisis Implementation 2022-2023

Clinical Positions:

- Qualified Mental Health Associates (2) \$70,300
- Peer Specialist Staff \$37,500
- Admin/Supervision/Program Development \$26,155

TOTAL \$133,955



HEALTH SYSTEMS DIVISION

Kate Brown, Governor

Health

Date: October 18, 2022

To: Community Mental Health Program Directors

Subject: Behavioral Health Crisis Care System Implementation –
Mobile Crisis Funding via CFAA Amendment

500 Summer St NE E35

Salem, OR, 97301

Voice: 503-945-5772 or 800-527-5772

Fax: 503-373-7689

TTY 711

www.oregon.gov/OHA/HSD

The Oregon Health Authority is distributing funds for Mobile Crisis Services appropriated under HB 2417 to Community Mental Health Programs in CY 2022 via CFAA amendment under MHS 37. No later than Oct 15, 2022, CMHP must submit to OHA, CMHP's plan, timeline, for establishing community based mobile crisis intervention services in their catchment area. No later than October 30, 2022, CMHP must submit their budget to OHA for establishing and operating community based mobile crisis intervention services in their service area. This plan must comply with the parameters set by OHA and released to CMHPS. The parameters are based on CMS requirement and recommendation from the Crisis System Advisory Workgroup. Availability of additional funds for mobile crisis services to CMHP is contingent on OHA's review and approval of the above plan.

Only those CMHPs who submit their start-up form to OHA, can draw down the SE 37 fund in 2022. The start up form must show what the CMHP plans to use the SE 37 funds for. CMHP must also inform OHA no later than October 15, 2022, if the CMHP anticipates not being able to spend any amount of the SE 37 funds appropriated for community based mobile crisis intervention services in 2022, so that OHA can adjust CFAA fund in CY2023 to accommodate the unspent funds. Starting from 2023, the funds will move to SF 25 and will be available every biennium following CFAA schedule.

We look forward to partnering with you to provide this much needed service to Oregonians. If you have any questions about the funding opportunity, please contact:

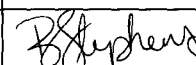
Rusha Grinstead
rusha.grinstead@dhsoha.state.or.us
503-602-9214



TILLAMOOK COUNTY PERSONNEL REQUISITION

and Recruiting Analysis Employment for Position or FTE Increase

- Requisitions are limited to only 1 Job Classification and a maximum of 2 positions.
- Department Head, BOCC Liaison, and Treasurer signatures are required before submitting to the HR Director.
- New Positions require BOCC approval - Board Agenda item requests are due 10:00 a.m. the previous Friday.
- Incomplete forms will be returned to the Department Head.

REQUISITION INFORMATION		
Date of Request	Department Contact	Date Needed
10/17/2022	Marlene Putman	10/17/2022
Department	Location	FTE
HHS	801 Pacific Ave	1.00
Job Title	Position	Grant Funded
Data Analyst Manager	<input checked="" type="radio"/> New <input type="radio"/> Replacement	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Approved Grant Attached
Replacement Position	Prior Employee Name	Reason for Vacancy
<input type="radio"/> Yes <input checked="" type="radio"/> No		
<input checked="" type="checkbox"/> Regular Full Time (30-40 hrs) <input type="checkbox"/> Regular Part Time (20-29 hrs) <input type="checkbox"/> Part Time Less (NTE 19 hrs)		
<input type="checkbox"/> 150 Days-On Call <input type="checkbox"/> Returning Retired Employee, 150 Days-On Call <input type="checkbox"/> Casual Seasonal		
Complete description of work to be performed if not covered by position description:		
Covered by position description		
Special qualifications required, including experience details, if not covered by position description:		
AUTHORIZATION		
This is a(n) <u>NEW</u> position that <u>HAS</u> been budgeted for Fiscal Year 22/23		
DEPARTMENT HEAD SIGNATURE <i>I certify that funds are available for this position.</i>	Marlene Putman	Digitally signed by Marlene Putman Date: 2022.10.17 09:05:57 -07'00'
BOCC LIAISON SIGNATURE	Erin D Skaar	Digitally signed by Erin D Skaar Date: 2022.10.17 09:25:37 -07'00'
TILLAMOOK COUNTY TREASURER / BUDGET OFFICER <i>I certify that <input checked="" type="radio"/> Funding is available <input type="radio"/> Funding is NOT available.</i>	Shawn Blanchard	Digitally signed by Shawn Blanchard Date: 2022.10.17 12:10:15 -07'00'
HUMAN RESOURCES DIRECTOR		Digitally signed by Breanna Stephens Date: 2022.10.17
BOCC CHAIR SIGNATURE <i>Required for new position requests.</i>		2022.10.26



Sale Agreement # 10122022-DT

Vacant Land Real Estate Sale Agreement

FINAL AGENCY ACKNOWLEDGMENT

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

3 Buyer's Agent(s)*: Dustin Trost Oregon License #: 200602344
4 is/are the agent of (select one): [] Buyer exclusively ("Buyer Agency") [X] Both Buyer and Seller ("Disclosed Limited Agency")
5 Name of Real Estate Firm(s)*: Rob Trost Real Estate, LLC Firm License #: 200612110
6 Buyer's Agent's Office Address: 4785 Netarts Hwy W, Tillamook, OR 97141
7 Phone #1: (503)842-9090 Phone #2: (503)801-2326 E-mail: dustytrout@gmail.com

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

13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed
14 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 will become the disclosed limited agent for both Buyer and Seller as
17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

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

21 Buyer [Signature] Print Tillamook County Date 10/26/2022
22 Buyer [Signature] Print Date
23 Seller [Signature] Print Mark McClaskey Date 11/2/22
24 Seller [Signature] Print Debra McClaskey Date 11/1/2022

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, SELLER AND BUYER ARE
27 ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND MISCELLANEOUS SECTION BELOW. NO CHANGES OR ALTERATIONS ARE
28 PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR
29 ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.

30 1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer Tillamook County
31 offers to purchase from Seller Mark McClaskey, Debra McClaskey
32 the following described real property (the "Property") situated in the State of Oregon, County of Tillamook
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
34 2102 First St & 11 Main Ave, Tillamook, OR 97141
35 Tax ID# 107093 Map# 1S-09-30-BC-00300

36 (If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by
37 Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)
38 for the "Purchase Price" (in U.S. currency) of A \$ 150,000.00
39 on the following terms: as earnest money, the sum of (the "Deposit") B \$ 2,000.00
40 on as additional earnest money, the sum of (the "Additional Deposit") C \$
41 at or before Closing, the balance of the down payment D \$
42 at Closing and on delivery of the [X] Deed [] Contract, the balance of the Purchase Price E \$ 148,000.00
43 will be paid as agreed in the Financing Sections of this Agreement.

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
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Sale Agreement # 10122022-DT

Vacant Land Real Estate Sale Agreement

FINANCING

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

48 A. **This is an all cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (select only one):
 49 Buyer has attached the Verification to this Agreement.
 50 Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;
 51 Other (Describe): **Cash from Tillamook County funds. No evidence necessary.**

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

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

58 B. **The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):**
 59 Conventional; FHA; Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
 60 If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.
 61 Other (Describe): **Cash from Tillamook County funds. No evidence necessary.**
 62 **Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the**
 63 **loan program selected above.**

64 **Pre-Approval Letter.**

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

68 **3.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
 69 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less
 70 than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and,
 71 (4) Other (Describe): _____
 72 _____

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

74 **3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
 75 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have _____ Business Days (two [2] if not filled in) following the date of
 76 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
 77 similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and
 78 Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section
 79 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer
 80 understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms
 81 as Seller determines, in Seller's sole discretion.

82 **3.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

83 (1) Not later than _____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
 84 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
 85 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
 86 of the Property, and (vi) the loan amount sought.

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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

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Sale Agreement # 10122022-DT

Vacant Land Real Estate Sale Agreement

- 87 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ___ Business Days (three [3] if not filled
- 88 in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of
- 89 Buyer's signed notice of intent to proceed with the Loan.
- 90 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
- 91 fees, to obtain the Loan.
- 92 (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in
- 93 Seller's sole discretion.
- 94 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
- 95 regarding Buyer's financing and the time of Closing.
- 96 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18
- 97 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
- 98 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
- 99 application status.

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

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

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

111 **5.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
112 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

113 **5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
114 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
115 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is
116 anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone
117 requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized
118 by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

119 *If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an*
120 *EC as a condition of loan approval. For more information, go to www.fema.gov.*

121 **6. ADDITIONAL FINANCING PROVISIONS** (for example, Closing Costs): Prior to closing, Sellers shall secure an access easement from the
122 owners of Tax lot# 1S-09-30-BC-00700 providing unfettered access to the subject Property. Sellers shall provide a copy of said easement
123 prior to closing for Buyer's review and approval.
124

CONTINGENCIES

125 **7. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title
126 insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report
127 and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 29(2) (Miscellaneous) below. Unless
128 otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. **If the Report and**

Buyer Initials EDT Date 10/24/2022

Seller Initials MM Date 11/1/2022

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Vacant Land Real Estate Sale Agreement

129 Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal
130 advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

131 On receipt of the Report and Documents, Buyer will have 10 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any
132 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute
133 acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title
134 to the Property pursuant to Section 22 (Deed) below. If within Business Days (five [5] if not filled in) following Seller's receipt of the Objections,
135 Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction
136 prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in
137 writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer an owner's standard form policy of title insurance
138 insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title
139 exceptions agreed to be removed as part of this transaction.

140 (Note: This Section 7 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance, which
141 is customary in Oregon. In some areas of the United States, such a payment might be regarded as a "seller concession." Under the
142 TILA-RESPA Integrated Disclosure ("TRID") rule, there are limitations, regulations, and disclosure requirements on "seller concessions,"
143 unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly,
144 unless the terms of this Section 7 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that
145 Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under TRID.)

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

154 Select only one box below:

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

158 Identify Invasive Inspections: _____

159 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf.

160 Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's intended
161 use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use restrictions, and
162 availability of utilities.

163 Buyer will have Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections
164 and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection
165 reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days
166 following termination, Buyer will promptly comply.

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

174 [] Alternative Inspection Procedures: Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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Sale Agreement # 10122022-DT

Vacant Land Real Estate Sale Agreement

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

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

181 Other Inspection Addendum: _____

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

184 9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
185 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

186 9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? Yes No
187 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

188 10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS
189 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

190 10. SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant
191 Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure
192 Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely
193 upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and
194 review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice.
195 Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to
196 revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first business day following its date of
197 delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period
198 does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of
199 closing, whichever first occurs.

200 Buyer(s) to check one box below:

201 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement
202 is signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.

203 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement
204 is signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.

205 Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

CONDITION AND COMPONENTS OF THE PROPERTY

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

208 (1) The Property is served by and/or connected to (select all that apply):

209 A public sewer system

210 An on-site sewage system

211 A public water system

212 A private well

213 Other (for example, surface springs, cistern, etc.): _____

214 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

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

216 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which
217 could detrimentally affect the use, development, or value of the Property.

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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- 218 (5) Seller knows of no material defects in or about the Property.
- 219 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 220 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (for
- 221 example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting,
- 222 livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier
- 223 agreements, production processing commitments or other similar contracts.
- 224 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 225 (9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for beneficial
- 226 use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions.
- 227 Buyer should verify compliance with appropriate agency.
- 228 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
- 229 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

230 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any

231 previously disclosed material information relating to the Property substantially misleading or incorrect.

232 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are:

233 Property is served by, but not connected to public water and sewer. (For more exceptions see Addendum _____).

234 *Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor*

235 *in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals,*

236 *where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended*

237 *use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.*

238 12. "AS-IS": Except for Seller's agreements and representations in this Agreement or in the Seller's Vacant Land Disclosure Addendum, if any, Buyer

239 is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

240 13. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING

241 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE

242 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS

243 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT

244 THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS

245 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING

246 OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY

247 OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR

248 PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF

249 FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS

250 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,

251 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

252 14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property in a planned community, or does it have a

253 Homeowner's Association? _____ Yes No Unknown

254 If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this

255 Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a

256 residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

257 15. ADDITIONAL PROVISIONS: _____

258 _____

259 _____

260 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

261 16. ESCROW: This transaction will be Closed at Ticor Title, Tillamook OR ("Escrow"), a neutral escrow

262 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the

263 U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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264 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
265 any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay
266 Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real
267 estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation
268 agreement, or other written agreement for compensation.

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

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

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

277 The Deposit will be payable and deposited within 5 (three [3] if not filled in) Business Days after the Effective Date (the "Deposit Deadline") as follows (select
278 all that apply):

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

283 On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance
284 with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this
285 Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

286 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than
287 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

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

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

292 20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement
293 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
294 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
295 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

296 20.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish
297 marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has
298 made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the
299 refund will not constitute a waiver of other legal remedies available to Buyer.

300 20.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
301 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
302 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
303 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
304 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
305 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
306 a binding liquidated sum, not a penalty.

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

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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Sale Agreement # 10122022-DT

Vacant Land Real Estate Sale Agreement

310 21.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 11/21/2022 (the "Closing Deadline"). Buyer and
311 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

312 Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

313 21.2 THE CLOSING DISCLOSURE: Pursuant to TRID (defined in Section 7 - Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which,
314 among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three
315 (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under
316 certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule.
317 Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

318 21.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs
319 that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an
320 owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are encouraged to discuss this with
321 Escrow prior to Closing.

322 22. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
323 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
324 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
325 accepted by Buyer pursuant to Section 7 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 33
326 (Offer to Purchase) below regarding forms of co-ownership.

327 23. POSSESSION: Possession of the Property will be delivered by Seller to Buyer (select one):

- 328 [X] by 5:00 p.m. on the date of Closing;
329 [] by _____ [] a.m. [] p.m. _____ days after Closing;
330 [] by _____ [] a.m. [] p.m. on (insert date) _____ ;

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

TAXES

332 24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if
333 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering
334 any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

335 24.2 FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold
336 a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A
337 "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

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

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

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

349 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
350 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
351 related law and regulations. For further information, see www.irs.gov.

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022

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Sale Agreement # 10122022-DT
Vacant Land Real Estate Sale Agreement

352 25. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
353 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
354 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to
355 the Closing of this transaction.

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

362 However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses
363 its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing,
364 Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing;
365 or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against
366 the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or
367 damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

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

DEFINITIONS/MISCELLANEOUS

372 28. DEFINITIONS: In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:
373 Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.
374 Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
375 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
376 Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
377 Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.
378 Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
379 Effective Date means the date when this Agreement has been Signed and Delivered.
380 Firm means the real estate company with which an Agent is affiliated.
381 Notice means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).
382 Notify means delivering a Notice to the other party or their Agent.
383 Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or
384 their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is
385 "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this
386 Agreement.
387 Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
388 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
389 devices.

390 29. MISCELLANEOUS:
391 (1) TIME. Time is of the essence of this Agreement.
392 (2) NOTICES. Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this
393 Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer
394 or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with
395 their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or
396 other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed
397 delivered as of the earliest of:

Buyer Initials *[Signature]* Date 10/26/2022

Seller Initials *[Signature]* Date 11/1/2022

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Vacant Land Real Estate Sale Agreement

- 398 (a) the date and time the Notice is sent by email or fax;
- 399 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
- 400 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.
- 401 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement
- 402 but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).
- 403 (4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
- 404 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party
- 405 (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend
- 406 to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight
- 407 delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.
- 408 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under
- 409 this Agreement or in the Property are not assignable without the prior written consent of Seller.
- 410 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the
- 411 same document.
- 412 (8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is
- 413 calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one
- 414 or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.
- 415 (9) **DEADLINES.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar
- 416 days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

417 **30. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement
418 or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and
419 all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability
420 (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier
421 termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is
422 situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or
423 statute of ultimate repose, and for purposes of filing a lis pendens.

424 *By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims*
425 *tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.*

426 **31. EXCLUSIONS:** The following will not constitute Claims:

- 427 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 428 (2) A forcible entry and detainer action (eviction);
- 429 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional
- 430 Standards Policies of the National Association of REALTORS®;
- 431 (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
- 432 contains a mandatory mediation and/or arbitration provision; and
- 433 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will
- 434 not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

435 **32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the
436 county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.
437 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims
438 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

439 **32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
440 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available

Buyer Initials *[Signature]* Date *10/26/2022*

[Signature] Seller Initials *[Signature]* Date *11/1/2022*

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Vacant Land Real Estate Sale Agreement

441 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service
442 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding
443 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to
444 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will
445 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing
446 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

447 32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with
448 the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the
449 prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that
450 section.

SIGNATURE INSTRUCTIONS

451 33. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely
452 filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement
453 made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or
454 the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to
455 signing, or should be made an express contingency in this Agreement.

456 Deed or contract will be prepared in the name of Tillamook County and/or assigns

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

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

462 Buyer [Signature] Date 10/26/2022 a.m. p.m. ←
Tillamook County

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

464 This offer was transmitted to Seller for signature on (insert date) 10/27/2022 at 8:00 a.m. p.m.
465 by [Signature] (Agent(s) presenting offer).

466 34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this
467 Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by
468 Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and
469 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.

470 Seller [Signature] Date 11/2/22 a.m. p.m. ←
Mark McClaskey

471 Seller [Signature] Date 11/1/2022 a.m. p.m. ←
Debra McClaskey

472 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase) above, this Agreement will not
473 become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing,
474 jointly signed by the parties. The parties' failure to do so will be treated as a rejection under Section 35 (Seller's Rejection) below, and this
475 transaction will be automatically terminated.

476 35. SELLER'S REJECTION/COUNTEROFFER (select only one):
477 [] Seller does not accept the above offer, but makes the attached counteroffer.
478 [] Seller rejects Buyer's offer.

479 Seller [Signature] Date _____ a.m. p.m. ←
Mark McClaskey

480 Seller [Signature] Date _____ a.m. p.m. ←
Debra McClaskey

Buyer Initials [Signature] Date 10/26/2022

Seller Initials [Signature] Date 11/1/2022



**OREGON REAL ESTATE INITIAL AGENCY
DISCLOSURE PAMPHLET
OAR 863-015-0215 (6)**

*This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents and Principal Brokers are required to provide this information to you when they first meet you.
This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and an agent or Principal Broker.*

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction.

Oregon law provides for three types of agency relationships between real estate agents and their clients:

- Seller's Agent** - Represents the seller only;
- Buyer's Agent** - Represents the buyer only;
- Disclosed Limited Agent** - Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of both clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of "Confidential Information"

Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information" does not mean information that:

- a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer; and
- b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

- 1. To deal honestly and in good faith;
- 2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
- 3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

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A Seller's Agent owes the seller the following affirmative duties;

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transactions beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except a Seller's Agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale.

None of the above affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between seller and agent.

Under Oregon law, a Seller's Agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

Unless agreed to in writing, an agent has no duty to investigate matters outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of Buyer's Agent

An agent, other than the Seller's Agent, may agree to act as the Buyer's Agent only. The Buyer's Agent is not representing the seller, even if the Buyer's Agent is receiving compensation for services rendered, either in full or in part, from the seller or through the Seller's Agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A Buyer's Agent owes the buyer the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
5. To advise the buyer to seek expert advice on matters related to the transaction beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

None of these affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between buyer and agent.

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Under Oregon law, a Buyer's Agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

**Duties and Responsibilities of an Agent
Who Represents More than One Client in a Transaction**

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent; and
2. To the buyer, the duties listed above for a buyer's agent;
3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the other person:
 - a. The seller will accept a price lower or terms less favorable than the listing price or terms;
 - b. The buyer will pay a price greater or terms more favorable than the offering price or terms; or
 - c. Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters outside the scope of the agent's expertise.

When different agents associated with the same Principal Broker (a real estate agent who supervises other agents) establish agency relationships with different parties to the same transaction, only the Principal Broker will act as a Disclosed Limited Agent for both buyer and seller. If applicable, see Disclosed Limited Agency Agreement for identification of Disclosed Limited Agent. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The Principal Broker and agents representing either seller or buyer shall owe the following duties to the seller and buyer:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instruction of both parties.

No matter whom they represent, an agent must disclose information the agent knows or should know failure to disclose would constitute fraudulent misrepresentation.

You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make an agent your agent without the agent's knowledge and consent, and an agent cannot make you their client without your knowledge and consent.

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Sale Agreement # 10122022-DT

DISCLOSED LIMITED AGENCY AGREEMENT FOR BUYERS

DISCLOSED LIMITED AGENCY AGREEMENT FOR BUYERS

1 Real Estate Firm Rob Trost Real Estate, LLC

2 The Parties to this Disclosed Limited Agency Agreement are:

3 Buyer's Agent (print) Dustin Trost

4 Buyer's Agent's Principal Broker (print) Dustin Trost

5 Buyer (print) Tillamook County Buyer (print) _____

6 The parties to this Agreement understand Oregon law allows a single real estate agent to act as a disclosed limited agent to represent both the seller and the buyer in the same real estate transaction, or multiple buyers who want to purchase the same property. It is also understood when different agents associated with the same principal broker (the broker who directly supervises the other agents) establish agency relationships with the buyer and seller in a real estate transaction, the agents' principal broker shall be the only broker acting as a disclosed limited agent representing both seller and buyer. The other agents shall continue to represent only the party with whom they have an established agency relationship, unless all parties agree otherwise in writing.

12 In consideration of the above understanding, and the mutual promises and benefits exchanged here and, if applicable, in the Buyer Representation Agreement, the parties now agree as follows:

14 1. Buyer(s) acknowledge they have received the Oregon Real Estate Agency's Initial Agency Disclosure Pamphlet required by ORS 696.820 and have read and discussed with the Buyer's Agent the part of the pamphlet entitled "Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction." The Initial Agency Disclosure Pamphlet is hereby incorporated into this Disclosed Limited Agreement by reference.

18 (Buyer Initials) [Signature] (Buyer Initials) _____

19 2. Buyer(s), having discussed with Buyer's Agent the duties and responsibilities of an agent who represents more than one party to a transaction, consent and agree as follows:

21 (A) Buyer's Agent in addition to representing Buyer, (select one) may may not represent the seller in any transaction involving the Buyer;

23 (B) Buyer's Agent in addition to representing Buyer, (select one) may may not represent other buyers in making an offer on the same property as Buyer;

25 (C) In a transaction where the seller or another buyer seeking to acquire the same property is represented by an agent who works in the same Real Estate Firm as the Buyer's Agent and who is supervised by the Buyer's Agent's Principal Broker, the Buyer's Agent's Principal Broker may represent both Seller and Buyer. In such a situation, the Buyer's Agent will continue to represent only the Buyer and the other Agent will represent only the Seller, consistent with the applicable duties and responsibilities set out in the Initial Agency Disclosure Pamphlet;

30 (D) In all other cases, the Buyer's Agent and the Buyer's Agent's Principal Broker shall represent Buyer exclusively.

31 Buyer Signature [Signature] Date 10/26/2022 a.m. p.m. ←
Tillamook County

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

33 Buyer's Agent Signature [Signature] Date 11/1/2022 a.m. p.m. ←
(On their own and on the Principal Broker's behalf)
Dustin Trost

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