

## RESIDENTIAL REAL ESTATE SALE AGREEMENT

### FINAL AGENCY ACKNOWLEDGMENT

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

**Buyer's Agent(s) Information:**

Buyer's Agent 1\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

is the agent of: (select one) ☐ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

Buyer's Agent 1's Office Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

Buyer's Agent 2\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

is the agent of: (select one) ☐ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

Buyer's Agent 2's Office Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Seller's Agent(s) Information:**

Seller's Agent 1\*: Sherie Britt Oregon License #: \_\_\_\_\_

is the agent of: (select one) ☐ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: Christianson Realty Group Firm License #: \_\_\_\_\_

Seller's Agent 1's Office Address: 702 E Main St Hermiston OR 97838

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: sherie@crg.forsale

Seller's Agent 2\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

is the agent of: (select one) ☐ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

Seller's Agent 2's Office Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

\*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be disclosed above or in an attached OREF 002 – Addendum to Sale Agreement.

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

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

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

Seller \_\_\_\_\_ Print Columbia Ag Holdings LLC Date \_\_\_\_\_ ←

Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

**RESIDENTIAL REAL ESTATE SALE AGREEMENT****SALE AGREEMENT GENERAL TERMS**

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 43 (Definitions) and Section 44 (Miscellaneous). No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must be made on a separate document.

**1. PARTIES/PROPERTY DESCRIPTION/PRICE:** Buyer *(insert name[s])* \_\_\_\_\_

offers to purchase from Seller *(insert name[s])* **Columbia Ag Holdings LLC** \_\_\_\_\_

the following described real property (the "Property") situated in the State of Oregon, County of **Umatilla** \_\_\_\_\_, and commonly known or identified as: *(complete one or more)*

(a) Street Address: **29750 Stanfield Meadows Rd** \_\_\_\_\_  
**Hermiston OR 97838** \_\_\_\_\_; and

*(If the above address does not adequately describe the Property, include the Tax Identification Number and/or other identifying information)*

(b) Tax Identification Number(s): **122369** \_\_\_\_\_; and

(c) Other Identifying Information (lot/block number, etc.): \_\_\_\_\_

If a complete legal description of the Property is not included in this Agreement, Buyer and Seller will use the legal description provided by Escrow, defined in Section 29 (Escrow), for purposes of legal identification and conveyance of title.

Buyer offers to purchase the Property for the "Purchase Price" (in U.S. currency) of \_\_\_\_\_ A \$ \_\_\_\_\_  
on the following terms: as earnest money, the sum of (the "Deposit") \_\_\_\_\_ B \$ \_\_\_\_\_  
on \_\_\_\_\_, as additional earnest money, the sum of (the "Additional Deposit") \_\_\_\_\_ C \$ \_\_\_\_\_  
at or before Closing, the balance of the down payment \_\_\_\_\_ D \$ \_\_\_\_\_  
at Closing and on delivery of the ☒ deed ☐ contract, the balance of the Purchase Price \_\_\_\_\_ E \$ \_\_\_\_\_  
will be paid as agreed to in the Financing Sections in this Agreement. *(Lines B, C, D, and E should equal Line A)*

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

\_\_\_\_\_. For additional fixtures/controls/keys, see Addendum \_\_\_\_\_.

**3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included: *(describe)*  
**Range, Dishwasher and Refrigerator.** \_\_\_\_\_

\_\_\_\_\_. For additional personal property, see Addendum \_\_\_\_\_.

**FINANCING**

**4. BUYER REPRESENTATION OF FUNDS:** In this section: (a) "Funds" means the funds required for Closing of the Property, whether they are the Deposits, down payment, or (if this is an all-cash transaction) the full Purchase Price, but "Funds" does not include the financing described in Sections 6 (Financed) or 7 (Seller-Carried Financing) of this Agreement; and (b) "Liquid" means Funds that are cash or immediately convertible to cash that are available to Buyer. Buyer represents that, upon signing this Agreement: *(select only one)*

(i) ☐ all Funds are Liquid;

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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(ii) ☐ Not all Funds are Liquid, however, all Funds will be Liquid before Closing. This transaction is not contingent upon Buyer obtaining the following non-contingent Funds before Closing (for example 401K Disbursements): *(identify source of non-liquid Funds)*

(iii) ☐ This transaction is contingent upon Buyer obtaining Liquid Funds in accordance with the following contingency: *(describe)*

\_\_\_\_\_. For additional contingency details, see Addendum \_\_\_\_\_.

*If the transaction is an all-cash transaction, select and complete section 5. If the transaction is financed, select and complete sections 6 – 6.3. If this is a Seller-Carried Transaction, select and complete section 7.*

**5. ☐ ALL-CASH:** This is an all-cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows: *(select one)*

(a) ☐ Buyer has attached the Verification to this Agreement;

(b) ☐ Buyer will provide Seller with the Verification within \_\_\_\_\_ Business Days (three [3] if not filled in) after the Effective Date;

(c) ☐ Other: *(describe)* \_\_\_\_\_.

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

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

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

(a) ☐ Conventional;

(b) ☐ FHA;

(c) ☐ Federal VA. Seller *(select one)* ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees;

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

(d) ☐ Other *(describe)*: \_\_\_\_\_.

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

Pre-Approval Letter. *(select one)*

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

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

(iii) ☐ Other: *(describe)* \_\_\_\_\_.

Seller is aware they are accepting an offer contingent upon financing and appraisal. If Buyer's Lender requires a re-appraisal due to Seller's breach of this Agreement, including but not limited to Section 23 (Smoke/Carbon Monoxide Detectors), Seller will promptly reimburse Buyer for any re-appraisal fee Buyer incurs.

**6.1. Financing Contingencies:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"):

(a) Buyer and the Property will qualify for the Loan from Lender;

(b) Lender's appraisal will not be less than the Purchase Price;

(c) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and,

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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(d) Other: *(describe)* \_\_\_\_\_  
\_\_\_\_\_.

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

**6.2. Failure of Financing Contingencies.** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly Notify Seller, and the parties will have \_\_\_\_ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either:

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

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

Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, at Seller's sole discretion.

**6.3. Buyer's Obligations Regarding Financing.** Buyer represents to and agrees with Seller as follows:

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

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

(c) After Buyer notifies Lender of Buyer's intent to proceed with the Loan, Buyer will complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.

(d) Buyer will not replace the Lender or loan program selected in Section 6 (Financed) without Seller's written consent, which may be withheld at Seller's sole discretion.

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

(f) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period defined in Section 12 (Property Inspections), or Section 1 of the OREF 058 – Professional Inspection Addendum, if applicable.

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

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

(a) ☐ use the OREF 033 – Seller-Carried Transaction Addendum and related forms; or

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

Regardless of the option selected above, Seller and Buyer will reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within \_\_\_\_ Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless

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exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Real estate agents are not qualified to provide these services or give advice in this regard. Legal advice is strongly recommended.

**8. ADDITIONAL FINANCING PROVISIONS:** (for example, closing costs) \_\_\_\_\_  
\_\_\_\_\_. For additional financing provisions, see Addendum \_\_\_\_\_.

**INSURANCE**

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

**10. FLOOD INSURANCE:** If the Property is located in a high-risk flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need for, and availability and cost of flood insurance. An Elevation Certificate ("EC") is a document used by the National Flood Insurance Program to determine the difference in elevation between a structure and the elevation to which floodwater is anticipated to rise during certain floods. Although an EC is not required to obtain flood insurance, a favorable EC may help lower the insurance premium. For more information, go to [www.fema.gov](http://www.fema.gov).

**CONTINGENCIES**

**11. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company selected in Section 29 (Escrow), a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available, using the Notification Method described in Section 44(g) (Miscellaneous). If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

Following delivery of the Report and Documents, and following delivery of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have \_\_\_\_ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 35 (Deed). If within \_\_\_\_ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) calendar days after Closing, the title insurance company will furnish to Buyer at Seller's sole expense an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

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

(select only one)

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

Identify Invasive Inspections: \_\_\_\_\_

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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

(b) ☐ **Alternative Inspection Procedures.** Buyer has attached OREF 058 – Professional Inspection Addendum to this Agreement.

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

Identify Invasive Inspections: \_\_\_\_\_

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

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

(e) ☐ **Other Inspection Addendum.** (specify) \_\_\_\_\_

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

### 13. PRIVATE WELL:

Does the Property include a well that supplies or is intended to supply domestic water for household use? (select one) ..... ☒ Yes ☐ No

If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.

**14. SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? (select one) ..... ☒ Yes ☐ No

If Yes, Buyer has attached OREF 081 – Septic/Onsite Sewage System Addendum to this Agreement.

**15. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the "Date of Delivery"), Seller will Deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the EPA Pamphlet entitled "*Protect Your Family From Lead in Your Home.*" Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive a prompt refund of all Deposits. If requested by Seller, Buyer will Deliver to Seller a copy of written reports or evaluations, if any, with the Notice of Cancellation.

Buyer's failure to Deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period will automatically expire.

**16. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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242 five (5) Business Days after the Effective Date and Seller has Delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement.  
243 However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, as long as Buyer does so  
244 before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

**CONDITION AND COMPONENTS OF THE PROPERTY**

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

247 (a) The primary dwelling is connected to: *(select all that apply)*

248 (i) ☐ a public sewer system

249 (ii) ☒ an on-site sewage system

250 (iii) ☐ a public water system

251 (iv) ☒ a private well

252 (v) ☐ other (for example, surface springs, cistern, etc.) \_\_\_\_\_

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

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

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

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

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

261 (g) The Property is fully insured by Seller.

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

264 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (a) through (g) are:  
265 *(describe)* \_\_\_\_\_. For more exceptions see Addendum \_\_\_\_\_.

266 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,  
267 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,  
268 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's  
269 Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

270 **18. SELLER'S MAINTENANCE AND INSURANCE OBLIGATIONS:** Seller will maintain all electrical wiring, heating, cooling, plumbing, irrigation  
271 equipment and systems, and the balance of the Property, including the yard, in substantially their present condition until the time Buyer is entitled to  
272 possession. Seller will keep the Property fully insured through Closing.

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

276 **20. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
277 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,  
278 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST  
279 PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
280 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND  
281 [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON  
282 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**21. HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED COMMUNITY:** Is the Property a townhome, in a planned community, or does it have a Homeowner's Association? (select one) ..... ☐ Yes ☒ No ☐ Unknown  
 If Yes or Unknown, Buyer has attached OREF 024 – Homeowners Association/Townhome/Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision, not a condominium or timeshare, in which owners are collectively responsible for part of the subdivision.

**22. ALARM SYSTEM:** (select one) ..... ☒ None ☐ Owned ☐ Leased ☐ Unknown  
 If Leased, Buyer (select one) ☐ will ☐ will not assume the lease at Closing.

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

**24. SMART HOME FEATURES:** Does the Property contain any Smart Home Features? (select one)..... ☐ Yes ☒ No ☐ Unknown  
 If Yes or Unknown, Seller will identify all Smart Home Features in writing within three (3) Business Days after the Effective Date. In addition, Seller will provide all necessary information for Buyer to access the Smart Home Features at Closing, unless otherwise agreed in writing.

**25. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**  
 Does the Property contain a woodstove or wood-burning fireplace insert? (select one)..... ☐ Yes ☒ No  
 If Yes, Seller will promptly provide Buyer with OREF 046 – Woodstove/Wood-Burning Fireplace Insert Addendum.

**26. SOLAR PANEL SYSTEM:** Does the Property contain solar panels? (select one)..... ☐ Yes ☒ No  
 If Yes, Seller will promptly provide Buyer with OREF 105 – Solar Panel System Addendum.

**27. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? (select one)..... ☐ Yes ☒ No  
 If Yes, identify plan and cost: \_\_\_\_\_ \$ \_\_\_\_\_  
 The warranty will be ordered and paid for by: (select one) ☐ Buyer ☐ Seller

**28. ADDITIONAL PROVISIONS:** (describe) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_. For additional provisions, see Addendum \_\_\_\_\_.

### ESCROW AND CLOSING

**29. ESCROW:** This transaction will be Closed at (identify) , First American Title ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller. Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

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

**31. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the 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.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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326 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities before the date Buyer is entitled to possession unless the  
327 parties agree otherwise in writing.

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

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

- 332 (a) ☒ Directly with Escrow;
- 333 (b) ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- 334 (c) ☐ Directly into Buyer's Agent's Firm's client trust account, followed by deposit with Escrow/Title Company before Closing; and/or
- 335 (d) ☐ As follows: *(describe)* \_\_\_\_\_

336 Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except  
337 in accordance with the terms and conditions of this Agreement. If Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered  
338 a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

339 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  
340 than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

341 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or *(describe)*:  
342 \_\_\_\_\_

343 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  
344 to Buyer or Seller regarding the funds.

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

349 **33.1. Earnest Money Refund to Buyer.** All Deposits will be promptly refunded to Buyer if: (a) Seller signs and accepts this Agreement but fails to  
350 furnish marketable title; or (b) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (c) any condition  
351 which Buyer has made an express contingency in this Agreement, and has not been otherwise waived, fails through no fault of Buyer. However,  
352 acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

353 **33.2. Earnest Money Payment to Seller.** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate  
354 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (a) Buyer has materially misrepresented  
355 Buyer's financial status; or (b) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer  
356 for Buyer's earnest money; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties  
357 expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms  
358 of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable,  
359 and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

360 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  
361 limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money  
362 agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections.

363 **34. CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before *(insert date)* 05/23/2024  
364 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and  
365 deposit funds in Escrow before that date.

366 If Escrow is to prepare documents required under Section 7 (Seller-Carried Financing), Seller must notify Escrow three (3) Business Days before the  
367 Closing Deadline.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## RESIDENTIAL REAL ESTATE SALE AGREEMENT

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

**35. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 11 (Title Insurance). Buyer is advised to secure legal advice regarding different forms of ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer will promptly notify Escrow.

**36. POSSESSION:** Are one or more tenants currently in possession of the Property? (*select one*) ..... ☐ Yes ☒ No

If Yes: (*select one*)

(a) ☐ Seller will remove all tenants before Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00 p.m. on the date of Closing; or

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

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

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

(b) ☐ by (*insert time*) \_\_\_\_\_ ☐ a.m. ☐ p.m. \_\_\_\_ calendar days after Closing. Buyer will attach OREF 054 – Agreement to Occupy After Closing to this Agreement; or

(c) ☐ by (*insert time*) \_\_\_\_\_ ☐ a.m. ☐ p.m. on (*insert date*) \_\_\_\_\_. If parties agree that Seller will deliver possession to Buyer before or after Closing, Buyer will attach OREF 053 – Agreement to Occupy Before Closing or OREF 054 – Agreement to Occupy After Closing to this Agreement.

**37. PROPERTY CONDITION AT POSSESSION:** Before Buyer possession, Seller will remove all of Seller's personal property, including trash.

### TAXES

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

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

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

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

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or Qualified Substitute for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see [www.irs.gov](http://www.irs.gov).

**40. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party will cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

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

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

**42. HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a historic property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under [ORS 358.475 to 358.565](#), Seller will promptly provide [OREF 045A – Historic Property Addendum](#).

### DEFINITIONS/MISCELLANEOUS

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

- (a) **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.
- (b) **Agreement** or **Sale Agreement** means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- (c) **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
- (d) **Closing, Closed, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- (e) **Deliver** or **Delivered** means transmission of a document, either by placing it in a U.S. mailbox, taking it to the recipient's address, or placing it in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an electronic mail program ("Electronic Delivery").
- (f) **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Property Description/Price) of this Agreement.
- (g) **Effective Date** means the date when this Agreement has been Signed and Delivered.
- (h) **Firm** means the real estate company with which an Agent is affiliated.
- (i) **Notice** means a written statement Delivered using the Notification Method described in Section 44(g).
- (j) **Notify** means delivering a Notice to the other party or their Agent.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

(c) **Days.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. Time calculated in days after a triggering event, such as delivery of a document, will start on the first full Business Day after the triggering event, except that the LBP Contingency Period will start on the calendar day after the OREF 021 – Lead-Based Paint Disclosure Addendum is Delivered. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(d) **Deadlines.** Except for the LBP Contingency Period identified in Section 15 (Lead-Based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline.

(e) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one party, or their Agent, to the other party, or their Agent, will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 28 (Additional Provisions) of this Agreement.

(f) **Nonparties.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section are not parties to this Agreement but are subject to Section 49 (Mediation and Arbitration Involving Agents/Firms).

(g) **Notices.** Except as provided in Section 11 (Title Insurance), all written Notices or documents required or permitted under this Agreement to be Delivered to Buyer or Seller may be Delivered to their respective Agent with the same effect as if Delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed Delivered as of the earliest of:

- (i) the date and time the Notice is sent by email or fax;
- (ii) the time the Notice is personally Delivered to either the Agent or the Agent's Office; or
- (iii) three (3) calendar days after the date the Notice is posted in the U.S. Mail.

(h) **Time.** Time is of the essence of this Agreement.

(i) **Time Zones.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

### DISPUTE RESOLUTION

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

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in state or federal court, including all issues relating to the arbitrability of Claims.

**46. EXCLUSIONS:** The following will not constitute Claims:

- (a) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- (b) A forcible entry and detainer action, also known as an eviction;
- (c) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;
- (d) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
- (e) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

**47. SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Even though [ORS 46.455\(3\)](#) states that a defendant may have a right to request a jury trial, neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

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

**49. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 48, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

### SIGNATURE INSTRUCTIONS

**50. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller, Seller's Agent, or Buyer's Agent that is not expressly contained in this Agreement. Neither Seller, Seller's Agent, nor Buyer's Agent warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer before signing, or should be made an express contingency in this Agreement. Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for this transaction.

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

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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**RESIDENTIAL REAL ESTATE SALE AGREEMENT**

530 This offer was Delivered by Seller's Agent to Seller for signature on *(insert date and time)* \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m.

531 **51. AGREEMENT TO SELL/ACKNOWLEDGMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this  
532 Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by  
533 Buyer, Buyer's Agent, or Seller's Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in  
534 Section 17 (Seller Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because  
535 of the importance of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by  
536 Oregon Real Estate Forms, LLC (OREF) for this transaction.

537 Seller \_\_\_\_\_ Print Columbia Ag Holdings LLC Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

538 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

539 If delivery/transmission occurs after the Offer Deadline identified at Section 50 (Offer to Purchase), this Agreement will not become binding on Seller  
540 and Buyer unless they agree to extend the Offer Deadline by an addendum, counteroffer, or other writing, jointly signed by the parties. The parties'  
541 failure to do so will be treated as a rejection under Section 52, and this transaction will be automatically terminated.

542 **52. SELLER'S REJECTION/COUNTEROFFER:** *(select only one)*

543 (a) ☐ Seller does not accept the above offer, but makes the attached counteroffer.

544 (b) ☐ Seller rejects Buyer's offer.

545 Seller \_\_\_\_\_ Print Columbia Ag Holdings LLC Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

546 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## ADVISORY TO BUYER REGARDING WAIVING CONTINGENCIES

The OREF Sale Agreement includes specific terms and conditions to protect and inform you as you go through the process of purchasing a property. For example:

(a) **Inspection Contingencies.** If you buy the property, you will be buying it in "as-is" condition. Unless you and the seller agree that repairs or other changes will be made, any problems with the property will be your responsibility, not the responsibility of the seller or any real estate agent. The Sale Agreement gives you the opportunity to have the property inspected so that you can decide whether its condition is acceptable to you.

(b) **Disclosure Contingency.** Every seller is required to give you any material information they have about the property you are buying. Most sellers are also required to fill out a disclosure statement. You have a limited right to terminate your purchase of the property if you learn information that is unacceptable to you.

(c) **Title Contingency.** Most properties contain restrictions on the way they are used. This contingency allows you to review covenants, conditions, restrictions, easements, zoning, and other encumbrances so that you can make sure that you can use the property you are buying as you intend to use it.

(d) **Appraisal Contingency.** The price you pay for the property depends on the condition of the property, the area around the property, the status of the market, the value you place on the property, and other factors.

(e) **Financing Contingency.** Closely related to the appraisal contingency, this contingency makes it possible for you to terminate the transaction if you or the property do not qualify for any financing you need in order to purchase the property.

(f) **Other Contingencies.** The Sale Agreement and its attachments may include other contingencies as well, such as a review of HOA/condominium documents, purchase or sale of another home, well testing, lead-based paint testing, or custom contingencies that your real estate agent created for your unique circumstance.

Because these contingencies are important ways to protect yourself, your real estate agent advises against waiving any of them to make your offer more attractive to the seller or for any other reason. Waiver of one or more of these protections can result in you losing your right to terminate under the contingencies you are waiving, losing your earnest money, and other adverse consequences. Please consider these consequences carefully before waiving contingencies. Only professional inspectors, contractors, lawyers, appraisers, and lenders are qualified to help you with these contingencies. Although real estate agents will help you throughout the home-buying process, they are not qualified to perform these services for you.

By signing below, you acknowledge that your real estate agent has advised you not to waive any of the conditions included in the Sale Agreement. If you do so, you assume all responsibility for loss of earnest money deposit(s) if the land and improvements or transaction terms do not meet your expectations or if the purchase has adverse consequences for you now or in the future.

**ACKNOWLEDGMENT:** The undersigned Buyer(s) acknowledge that: (a) they have read and understand this Advisory, and (b) they have been provided with a copy for their own files.

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

## PRIVATE WELL ADDENDUM

1	Buyer(s) _____
2	Seller(s) <b>Columbia Ag Holdings LLC</b>
3	Property Address OR Tax ID # <b>29750 Stanfield Meadows Rd, Hermiston, OR 97838</b>
4	<b>122369</b> _____ (the "Property")

**1. OREGON LAW:** If this transaction includes a well that supplies domestic water to the Property, Oregon law requires Seller will have the well tested for arsenic, nitrates, and total coliform bacteria ([ORS 448.271](#)). For more information, see the [Oregon.gov](#) webpage titled "Domestic Well Testing Act and Real Estate Transactions". This only applies to wells made operational to supply groundwater for domestic purposes. Capped domestic wells on unimproved lots are not required to be tested. See website [www.public.health.oregon.gov](#).

### REPRESENTATIONS, TESTING, COOPERATION

**2. SELLER REPRESENTATIONS REGARDING WELL AND WELL WATER:** Seller represents to Buyer, to the best of Seller's knowledge:

- (a) the domestic well has provided an adequate supply of water to the Property throughout the year for household use;
- (b) the water is fit for human consumption; and
- (c) the continued use of the well and water complies with all applicable state and federal laws.

No other representations are made concerning the well and well water supply, except as expressly stated elsewhere in this Addendum and the Seller's Property Disclosure Statement, if applicable.

**3. SELLER TESTING DUTIES:** Within \_\_\_\_\_ Business Days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this Addendum, Seller will, at Seller's cost:

- (a) order well water sample collection by a registered sanitarian, certified water system operator, well driller, pump installer, or lab technician before any treatment, and testing ordered with a laboratory accredited according to Oregon Environmental Laboratory Accreditation Program (ORELAP) standards, for arsenic, nitrate, and total coliform bacteria;
- (b) submit promptly upon receipt, the results to Buyer and the Oregon Healthy Authority (the "Authority"); and
- (c) complete and submit to the Authority its Water Systems Data Sheet ("Data Sheet") which must include:
  - (i) copies of the arsenic, nitrate, and total coliform bacteria lab slips, and
  - (ii) the Water Resources Department well identification number, description of the Property, and location, identifying the street address, city, state, and zip code, together with the township, range, and section number.

Note: (a) If the well is in a designated area of public health concern, the Authority may require additional testing; (b) The lab tests may not be waived, even if Buyer agrees not to have the well tested; (c) If the well is not located on the Property, but it includes a legal interest to a well on adjacent property (for example an easement), the legal interest would be considered part of the Property that is the subject of this transaction, and the preceding testing and submission requirements are required. See: [www.public.health.oregon.gov](#) (search URL: Oregon Health Authority Well Testing).

Seller will (if available) provide Buyer with the following information regarding the well located on or serving the Property: (*select all that apply*)

- (a) ☐ Well logs (*specify*) \_\_\_\_\_
- (b) ☐ Well test reports (*specify*) \_\_\_\_\_
- (c) ☐ Other reports (*specify*) \_\_\_\_\_
- (d) ☒ None. Seller has no documents regarding the well.

**4. BUYER TESTING DUTIES:** Within \_\_\_\_\_ Business Days, (five [5] if not filled in) after Buyer and Seller have signed this Addendum, Buyer may order well water testing for quantity or quality by a qualified professional testing service.

Buyer elects to have the following additional professional tests performed: (*select all that apply and at whose expense*)

- (a) ☐ Well flow ..... ☐ Buyer's expense      ☐ Seller's expense
- (b) ☐ Additional arsenic, nitrates, and total coliform bacteria ..... ☐ Buyer's expense      ☐ Seller's expense

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## PRIVATE WELL ADDENDUM

- 39 (c) ☐ Lead ..... ☐ Buyer's expense ☐ Seller's expense
- 40 (d) ☐ Additional water quality ..... ☐ Buyer's expense ☐ Seller's expense
- 41 (e) ☐ Other (*specify*) ..... ☐ Buyer's expense ☐ Seller's expense
- 42 (f) ☒ None. Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based
- 43 upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 5. Buyer should review them
- 44 carefully.
- 45 Completed tests, inspections or reports will be submitted to the other party within forty-eight (48) hours after receipt.

### TERMINATION AND WELL REGISTRATION INFORMATION

- 46 **5. BUYER RIGHT OF TERMINATION:** Within \_\_\_\_ Business Days (five [5] if not filled in) after Buyer's receipt of all written reports from Buyer's and
- 47 Seller's tests, Buyer will have the right to terminate this transaction by delivering to Seller:
- 48 (a) Notice of intent to declare termination together with a list of substantial deficiencies identified by Buyer; and
- 49 (b) copies of all test reports received by Buyer.
- 50 Buyer and Seller will have \_\_\_\_ Business Days (two [2] if not filled in) after those deliveries to negotiate a written agreement covering the method, cost
- 51 and financial responsibility for correcting the substantial deficiencies identified by Buyer (the "Negotiation Period"). Buyer and Seller will not be
- 52 obligated to reach any agreement about the deficiencies identified: if Buyer and Seller do not reach agreement by 5:00 p.m. on the last day of the
- 53 Negotiation Period, all Deposits will be promptly refunded to Buyer, and this transaction will terminate.
- 54 **6. WELL REGISTRATION:** If any wells located upon the Property are not currently registered as a part of the Oregon's Well Identification Program,
- 55 Seller will assist Buyer, at Buyer's expense, in registering them. The preceding sentence will survive Closing of this transaction. See
- 56 [www.public.health.oregon.gov](http://www.public.health.oregon.gov) (search URL: Oregon Well ID Registration).
- 57 **7. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges the Property is served by one or more private wells. Buyer understands while Seller has
- 58 represented, to the best of Seller's knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water
- 59 throughout the year for household use, and, to the best of Seller's knowledge, is/are fit for human consumption, this is not a warranty or guarantee.
- 60 Natural and man-made events can and do occur which may quickly change well water quality and quantity. Events such as development and drought
- 61 can affect the quality and quantity of well water. Any well test is merely a reflection of the condition of the well at that time and is not a guarantee of a
- 62 well's future performance. All well tests, inspections, or reports should be viewed in this light. Buyer acknowledges Buyer has not received or relied
- 63 upon any oral or written statements regarding the well(s) made by any real estate agent not expressly contained in the Sale Agreement or this
- 64 Addendum. Buyer should secure expert advice. Real estate agents are not experts in well water quality or quantity.

65 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

66 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

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67 Seller \_\_\_\_\_ Print **Columbia Ag Holdings LLC** Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

68 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

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69 Buyer's Agent(s) \_\_\_\_\_ Seller's Agent(s) **Sherie Britt**

## SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM

1	Buyer(s) _____
2	Seller(s) <b>Columbia Ag Holdings LLC</b>
3	Property Address or Tax ID # <b>29750 Stanfield Meadows Rd, Hermiston, OR 97838</b>
4	<b>122369</b> _____ (the "Property")

Buyer and Seller hereby agree that the following are a part of the Sale Agreement.

**1. DEFINITION OF ONSITE SEWAGE SYSTEMS:** Generally, onsite sewage (or "wastewater") systems collect and treat wastewater and sewage from residences that are not connected to public or community systems. They may include gravity flow systems, sand filter systems, alternative technology treatment systems, seepage pits, cesspools, and other disposal systems. In this Septic/Onsite Sewage System Addendum (this "Addendum"), those systems are referred to as an "Onsite Sewage System." The onsite sewage system on the Property is referred to as the "System." For more information, go to the Oregon Septic Smart website: [www.oregon.gov](http://www.oregon.gov).

**2. NOTICES:**

- (a) Inspections of Onsite Sewage Systems must be performed by a Department of Environmental Quality ("DEQ") certified professional;
- (b) There may be more than one Onsite Sewage System on a property;
- (c) Not all elements of the onsite sewage system may be located on the property they service; and
- (d) Oregon DEQ may require decommissioning of abandoned Onsite Sewage Systems.

**3. SELLER REPRESENTATIONS REGARDING ONSITE SEWAGE SYSTEM:** Seller represents, to the best of Seller's knowledge, that the System serving the Property: (a) is operating properly, and (b) complies with all applicable local, state, and federal laws. These representations are in addition to any others made by Seller in the Sale Agreement, other addenda, and Seller's Property Disclosure Statement.

**4. ONSITE SEWAGE SYSTEM INFORMATION PROVIDED BY SELLER:** Seller will provide Buyer with all written documentation regarding the System, including all System inspections/testing done within the last six (6) months, existing maintenance contracts for the System, which may be a DEQ requirement for sand filter and alternative technology systems, and any other material information (the "Documents and Information") regarding the System within 0 Business Days (three [3] if not filled in) after Buyer and Seller have both Signed and Delivered the Sale Agreement.

**5. PRE-INSPECTION SERVICES:** Buyer may perform professional inspections on the System as a contingency of this purchase. The following services will be ordered in a timely manner and completed by the Seller before any Buyer System inspections: *(select one)*

- (a) ☐ Pumping/Cleaning *(specify)* \_\_\_\_\_  
*(select one)* ☐ Seller pays for services ☐ Buyer pays for services
- (b) ☐ Other *(specify)* \_\_\_\_\_  
*(select one)* ☐ Seller pays for services ☐ Buyer pays for services
- (c) ☒ None. Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based upon any test report showing a substantial deficiency in the System are set forth in Section 6. Buyer should review them carefully.

Upon completion of all pre-inspection services, Seller will Deliver Notice to Buyer that services are completed.

**6. SYSTEM INSPECTION PERIOD:** Buyer will have 0 Business Days (ten [10] if not filled in) after the receipt of Seller's Notice that services are completed, or after the Effective Date if no services are being completed (the "System Inspection Period"), in which to complete all System inspections and negotiations with Seller regarding any matters disclosed in any System inspection report, including the following: *(specify inspections/tests and who will pay for services)* \_\_\_\_\_

☐ Seller pays for services ☐ Buyer pays for services

Buyer will not provide all or any portion of the System inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) calendar days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Addendum. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 – Notice of Buyer's Unconditional Disapproval, at any time during the System Inspection Period, of Buyer's unconditional disapproval of the Property based on any System inspection report, in which case all Deposits will be

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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**SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM**

promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any System inspection report(s) by 5:00 p.m. of the final day of the System Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If before the expiration of the System Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the System Inspection Period will automatically terminate unless the parties agree otherwise in writing.

**7. BUYER'S ACKNOWLEDGMENT:** The Closing of this transaction will be Buyer's acknowledgment that Buyer is satisfied with all Documents and Information received. Buyer understands while Seller has made certain representations regarding the condition of the System, none of those representations are a guarantee or warranty of future performance. Events may occur changing the condition of the System after it has been inspected. All Documents and Information and other such information should be viewed in this light. Buyer acknowledges, Buyer has not received or relied upon any oral or written statements regarding the System made by Seller or any real estate agent not expressly contained in the Sale Agreement or this Addendum. Neither Seller's nor Buyer's Agents are experts in Onsite Sewage Systems and should not be relied upon to provide opinions, advice, or information concerning their current condition or future performance.

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Seller \_\_\_\_\_ Print **Columbia Ag Holdings LLC** Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer's Agent(s) \_\_\_\_\_ Seller's Agent(s) **Sherie Britt**

## ADVISORY REGARDING ELECTRONIC FUNDS

# Attention:

**Transferring funds electronically is more of a threat than many Buyers realize.**

Every day, scammers pretend to be trusted advisors, and by changing an email address or phone number, they can trick people into sending their money to a fake account. Consumers have lost billions of dollars to scammers in real estate transactions.

### 1. HERE'S HOW CRIMINALS MAY TRY TO STEAL MONEY:

- They gain access to peoples' emails to find out who is going to be sending money electronically.
- They make fake websites and use phony contact information (email addresses and phone numbers) so that they look like those belonging to your real estate agent, lender, title company, or other people you already know.
- They slightly change the information you have received from someone you are doing business with.
- They put pressure on you to do something quickly or at the last minute.

### 2. DO NOT LOSE MONEY! FOLLOW THESE SIMPLE RULES:

- When you are trying to contact someone, make sure to use contact information that did not come from a scammer. Gather contact information from your real estate agent, title company, and lender into one place at the beginning of the transaction, and only use that information.
- Some companies use software that requires you to use a password every time you send them a message. While this may take a little more time, it is safer to use them than it is to opt-out.
- Talk with your real estate agent about what to expect during the closing process. If anything different happens, reach out for help.
- When you receive instructions about sending your money, confirm the authenticity of those instructions by talking in person with or calling a person you know. Make sure you are not talking to the scammer! Always make sure that the information you are relying on is real.
- If someone tells you that their procedures have changed, or that they have a new bank, or otherwise changes the information you already received, it could be a scam. Reach out to a trusted person for help.
- Do not use email to send financial information. The email might be sent to a scammer.
- If you are uncomfortable with the method you are asked to use to send money, talk with the escrow company about options. Make sure the funds are received well before your transaction closes escrow so that they can be verified.
- If you think you might have been scammed, act quickly. Contact the bank or business you used to send the money immediately.

To file a complaint with the FBI's Internet Crime Complaint Center (IC3): <https://www.ic3.gov/Home/FileComplaint>

To file a complaint with the Oregon Department of Justice:

<https://justice.oregon.gov/consumercomplaints/OnlineComplaints/OnlineComplaintForm/en>

**ACKNOWLEDGMENT:** The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Seller Columbia Ag Holdings LLC Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Buyer's Agent \_\_\_\_\_ Seller's Agent Sherie Britt

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## ADVISORY REGARDING FIRPTA TAX

This is an advisory and should not be relied upon as legal or tax advice.

**1. FIRPTA LAW SUMMARY:** Seller and Buyer are advised upon Closing, a Federal law known as the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") requires buyers to withhold a portion of a Seller's proceeds if the real property is located within the United States and the Seller is a "foreign person" who does not qualify for an exemption (the "Withholding Requirement"). A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or foreign estate but does not include a resident alien individual. Generally, the following rules apply under FIRPTA:

- (a) There is no Withholding Requirement, even if the Seller is a "foreign person," if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property will be occupied as a residence by a buyer who is an individual (or a member of that Buyer's family); and (iii) for at least 50% of the number of days (excluding days the property is vacant) it is used by such person during each of the first two 12-month periods following the date of Closing;
- (b) The Withholding Requirement will be ten percent (10%) of the purchase price when the Seller is a "foreign person," and the purchase price is over \$300,000 but less than \$1,000,000, and (a)(ii) and (iii) above apply; and
- (c) The Withholding Requirement will be fifteen percent (15%) of the purchase price when the Seller is a "foreign person," and the purchase price is over \$1,000,000, or the purchase price is less than \$1,000,000, and Seller does not qualify for any of the exemptions in (a) or (b) above.

If FIRPTA applies (that is, if Seller is a foreign person), even if there is an exemption, Seller and Buyer must inform Escrow to determine the extent to which Escrow can assist the parties in compliance with FIRPTA. Note Seller's failure or refusal to comply with FIRPTA requirements constitutes a material default under the real estate sale agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller must complete, sign, and deliver to Escrow a form of certification of non-foreign status provided by Escrow complying with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. Seller is advised the Certificate contains Seller's Social Security Number and other personal information, so Seller may want to contact Escrow to determine if Escrow is willing to act as a "Qualified Substitute" and deliver to Buyer a qualified substitute statement complying with the requirements of 26 USC § 1445(b)(9) (the "Qualified Substitute Statement") in lieu of the Certificate at Closing, so Seller's personal information is protected from disclosure to Buyer. Note if Seller fails or refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller will be presumed to be a foreign person, and the Withholding Requirement will apply to the transaction.

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

If Seller is uncertain whether Seller is a "foreign person" or Seller or Buyer are uncertain about whether the Withholding Requirement applies or how to comply with the Withholding Requirements, Seller or Buyer (as applicable) should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, Seller and Buyer should go to: [www.irs.gov](http://www.irs.gov).

**2. RIGHT TO RELY ON SELLER'S REPRESENTATION:** In submitting their offer, it is presumed, Buyer has no knowledge, information, or belief that Seller is a foreign person or the transaction is subject to FIRPTA. Furthermore, Buyer's and Seller's Agents, their respective Firms, and Escrow, its agents, employees, and representatives, shall have the absolute right to rely upon Seller's representations regarding Seller's non-foreign status as set forth in the Certificate. This right of reliance shall continue through the Closing Date and thereafter unless Seller has disclosed otherwise in writing to Buyer prior to Closing.

**ACKNOWLEDGMENT:** The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Seller Columbia Ag Holdings LLC Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

Buyer's Agent \_\_\_\_\_ Seller's Agent Sherie Britt

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## LEAD-BASED PAINT DISCLOSURE ADDENDUM

1 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 2 122369 (the "Property")

3 This Lead-Based Paint Disclosure Addendum (this "Disclosure Addendum") must be part of every Real Estate Sale Agreement for the sale of a home  
 4 built before 1978. A copy of the completed Disclosure Addendum may be treated as an original.

5 **1. LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978  
 6 is notified such property may present exposure to lead from lead-based paint, which may place young children at risk of developing lead poisoning.  
 7 Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
 8 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential  
 9 real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's  
 10 possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is  
 11 recommended prior to purchase.

12 **2. SELLER'S AGENT'S ACKNOWLEDGMENT:** Agent has informed Seller of Seller's obligations under 42 U.S.C. § 4852d and is aware of the agent's  
 13 responsibility to ensure compliance.

14 **Seller's Agent(s) Initials Required:** \_\_\_\_\_ / \_\_\_\_\_

15 **3. SELLER'S DISCLOSURE:**

16 (a) Seller must check either (i) or (ii) below regarding the presence of lead-based paint and/or lead-based paint hazards:

17 (i) ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the Property. (*explain*)  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_

20 (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

21 (b) Seller must check either (i) or (ii) below regarding records and reports available to Seller:

22 (i) ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in  
 23 the Property. (*list documents*) \_\_\_\_\_  
 24 \_\_\_\_\_

25 (ii) ☐ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Property.

26 **4. BUYER'S ACKNOWLEDGMENT:**

27 (a) Buyer has received copies of all information listed in Section 3(i) above. **Buyer(s) Initials Required:** \_\_\_\_\_ / \_\_\_\_\_

28 (b) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. **Buyer(s) Initials Required:** \_\_\_\_\_ / \_\_\_\_\_

29 (c) Buyer must check either (i) or (ii) below, confirming Buyer has:

30 (i) ☐ received a ten (10) calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the  
 31 presence of lead-based paint and/or lead-based paint hazards; or

32 (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint  
 33 hazards.

34 **5. RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD:** If this Disclosure Addendum is Delivered to Buyer after  
 35 Buyer's offer is accepted by Seller unless waived pursuant to Buyer's Acknowledgment of this Disclosure Addendum, Buyer will have the right to  
 36 cancel the Sale Agreement within ten (10) calendar days (or other mutually agreed upon period) which will commence on the day following the date  
 37 of delivery by Buyer giving written notice of cancellation to Seller. Upon such cancellation, all earnest money deposit(s) will be promptly refunded to  
 38 Buyer, and this transaction will be terminated.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## LEAD-BASED PAINT DISCLOSURE ADDENDUM

39 **6. CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the  
 40 information they have provided is true and accurate.

---

41 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

42 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

---

43 Seller \_\_\_\_\_ Print Columbia Ag Holdings LLC Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

44 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

---

45 Buyer's Agent 1 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

46 Buyer's Agent 2 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

---

47 Seller's Agent 1 \_\_\_\_\_ Print Sherie Britt Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅

48 Seller's Agent 2 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ⬅



## SELLER'S PROPERTY DISCLOSURE STATEMENT

1 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 2 122369 (the "Property")

### INSTRUCTIONS TO THE SELLER

- 3 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your  
 4 explanation(s). If you are not claiming an exclusion or refusing to provide the form under [ORS 105.475\(4\)](#), you should date and sign each page of  
 5 this disclosure statement and each attachment.
- 6 Each seller of residential property described in [ORS 105.465](#) must deliver this form to each buyer who makes a written offer to purchase. Under [ORS](#)  
 7 [105.475\(4\)](#), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s)  
 8 of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under [ORS 105.470](#), fill out only Section 1.
- 9 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the  
 10 Property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of the  
 11 seller's choice should be directed to a qualified attorney.

### DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

12 **Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**

13 You may claim an exclusion under [ORS 105.470](#) only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2  
 14 of this form completely.

15 *Initial only the exclusion you wish to claim.*

16 \_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) #  
 17 \_\_\_\_\_, issued by \_\_\_\_\_.

18 \_\_\_\_\_ This sale is by a financial institution that acquired the Property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.

19 \_\_\_\_\_ Seller is a court appointed (*select only one*) ☐ receiver, ☐ personal representative, ☐ trustee, ☐ conservator, or ☐ guardian.

20 \_\_\_\_\_ This sale or transfer is by a governmental agency.

21 Signature(s) of Seller(s) claiming exclusion:

22 Seller \_\_\_\_\_ Print Columbia Ag Holdings LLC Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

23 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

24 Signature(s) of Buyer(s) to acknowledge Seller's claim:

25 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

26 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

### IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION

27 **Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT:**

28 (NOT A WARRANTY) ([ORS 105.464](#))

29 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE  
 30 PROPERTY LOCATED AT \_\_\_\_\_ (THE "PROPERTY").

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

31 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 32 122369 (the "Property")

33 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE  
 34 PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S  
 35 DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF  
 36 REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR  
 37 PRIOR TO ENTERING INTO A SALE AGREEMENT.

38 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND  
 39 PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE,  
 40 ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL  
 41 INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

42 Seller (select one) ☐ is ☐ is not occupying the Property.

### I. SELLER'S REPRESENTATIONS

43 The following are representations made by Seller and are not the representations of any financial institution that may have made or may make a loan  
 44 pertaining to the Property, or that may have or take a security interest in the Property, or any real estate licensee engaged by Seller or Buyer.

45 (Select or fill in an answer to each question below. Select "N/A" if a question is not applicable to the Property.)

46 **\*If you mark "Yes" on items with \*, attach a copy or explain on an attached sheet.**

#### 47 1. TITLE

48 A. Do you have legal authority to sell the Property?..... ☐ Yes ☐ No ☐ Unknown

49 B. *\*Is title to the Property subject to any of the following?* ..... ☐ Yes\* ☐ No ☐ Unknown

50 ☐ First right of refusal ☐ Option ☐ Lease or rental agreement ☐ Other listing ☐ Life estate

51 C. *\*Is the Property being transferred an unlawfully established unit of land?* ..... ☐ Yes\* ☐ No ☐ Unknown

52 D. *\*Are there any encroachments, boundary agreements, boundary disputes or*  
 53 *recent boundary changes?* ..... ☐ Yes\* ☐ No ☐ Unknown

54 E. *\*Are there any rights of way, easements, licenses, access limitations or claims*  
 55 *that may affect your interest in the Property?* ..... ☐ Yes\* ☐ No ☐ Unknown

56 F. *\*Are there any agreements for joint maintenance of an easement or right of way?* ..... ☐ Yes\* ☐ No ☐ Unknown

57 G. *\*Are there any governmental studies, designations, zoning overlays, surveys or*  
 58 *notices that would affect the Property?* ..... ☐ Yes\* ☐ No ☐ Unknown

59 H. *\*Are there any pending or existing governmental assessments against the Property?* ..... ☐ Yes\* ☐ No ☐ Unknown

60 I. *\*Are there any zoning violations or nonconforming uses?* ..... ☐ Yes\* ☐ No ☐ Unknown

61 J. *\*Is there a boundary survey for the Property?* ..... ☐ Yes\* ☐ No ☐ Unknown

62 K. *\*Are there any covenants, conditions, restrictions or private assessments that affect*  
 63 *the Property?* ..... ☐ Yes\* ☐ No ☐ Unknown

64 L. *\*Is the Property subject to any special tax assessment or tax treatment that may*  
 65 *result in levy of additional taxes if the Property is sold?* ..... ☐ Yes\* ☐ No ☐ Unknown

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
122369 (the "Property")

### 2. WATER

#### A. Household water

(1) The source of the water is (select ALL that apply): ☐ Public ☐ Community ☐ Private ☐ Other (specify) \_\_\_\_\_

(2) Water source information:

a. \*Does the water source require a water permit?..... ☐ Yes\* ☐ No ☐ Unknown  
 If yes, do you have a permit? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

b. Is the water source located on the Property? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 \*If not, are there any written agreements for a shared water source?..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A

c. \*Is there an easement (recorded or unrecorded) for your access to or  
 maintenance of the water source? ..... ☐ Yes\* ☐ No ☐ Unknown

d. If the source of water is from a well or spring, have you had any of the  
 following in the past 12 months? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
☐ Flow test ☐ Bacteria test ☐ Chemical contents test

e. \*Are there any water source plumbing problems or needed repairs?..... ☐ Yes\* ☐ No ☐ Unknown

(3) Are there any water treatment systems for the Property? ..... ☐ Yes ☐ No ☐ Unknown  
☐ Leased ☐ Owned

#### B. Irrigation

(1) Are there any ☐ water rights or ☐ other irrigation rights for the Property? ..... ☐ Yes ☐ No ☐ Unknown

(2) \*If any exist, has the irrigation water been used during the last five-year period?..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A

(3) \*Is there a water rights certificate or other written evidence available? ..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A

#### C. Outdoor sprinkler system

(1) Is there an outdoor sprinkler system for the Property?..... ☐ Yes ☐ No ☐ Unknown

(2) Has a back flow valve been installed? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

(3) Is the outdoor sprinkler system operable? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

### 3. SEWAGE SYSTEM

A. Is the Property connected to a public or community sewage system? ..... ☐ Yes ☐ No ☐ Unknown

B. Are there any new public or community sewage systems proposed for the Property? ..... ☐ Yes ☐ No ☐ Unknown

C. Is the Property connected to an on-site septic system? ..... ☐ Yes ☐ No ☐ Unknown

(1) If yes, when was the system installed? ..... ☐ Unknown ☐ N/A

(2) \*If yes, was the system installed by permit?..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A

(3) \*Has the system been repaired or altered?..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A

(4) \*Has the condition of the system been evaluated and a report issued? ..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A

(5) Has the septic tank ever been pumped?..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 If yes, when? .....

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

102 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 103 122369 (the "Property")

- 104 (6) Does the system have a pump? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 105 (7) Does the system have a treatment unit such as a sand filter or an aerobic unit? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 106 (8) *\*Is a service contract for routine maintenance required for the system?* ..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A  
 107 (9) Are all components of the system located on the Property? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 108 D. *\*Are there any sewage system problems or needed repairs?* ..... ☐ Yes\* ☐ No ☐ Unknown  
 109 E. Does your sewage system require on-site pumping to another level? ..... ☐ Yes ☐ No ☐ Unknown

### 110 4. DWELLING INSULATION

- 111 A. Is there insulation in the:  
 112 (1) Ceiling? ..... ☐ Yes ☐ No ☐ Unknown  
 113 (2) Exterior walls? ..... ☐ Yes ☐ No ☐ Unknown  
 114 (3) Floors? ..... ☐ Yes ☐ No ☐ Unknown  
 115 B. Are there any defective insulated doors or windows? ..... ☐ Yes ☐ No ☐ Unknown

### 116 5. DWELLING STRUCTURE

- 117 A. *\*Has the roof leaked?* ..... ☐ Yes\* ☐ No ☐ Unknown  
 118 If yes, has it been repaired? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 119 B. Are there any additions, conversions or remodeling? ..... ☐ Yes ☐ No ☐ Unknown  
 120 If yes, was a building permit required? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 121 If yes, was a building permit obtained? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 122 If yes, was final inspection obtained? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 123 C. Are there smoke alarms or detectors? ..... ☐ Yes ☐ No ☐ Unknown  
 124 D. Are there carbon monoxide alarms? ..... ☐ Yes ☐ No ☐ Unknown  
 125 E. Is there a woodstove or fireplace insert included in the sale? ..... ☐ Yes ☐ No ☐ Unknown  
 126 *\*If yes, what is the make?* \_\_\_\_\_  
 127 *\*If yes, was it installed with a permit?* ..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A  
 128 *\*If yes, is a certification label issued by the United States Environmental Protection*  
 129 *Agency (EPA) or the Department of Environmental Quality (DEQ) affixed to it?* ..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A  
 130 F. *\*Has pest and dry rot, structural or "whole house" inspection been done within the*  
 131 *last three years?* ..... ☐ Yes\* ☐ No ☐ Unknown  
 132 G. *\*Are there any moisture problems, areas of water penetration, mildew odors or*  
 133 *other moisture conditions (especially in the basement)?* ..... ☐ Yes\* ☐ No ☐ Unknown  
 134 *\*If yes, explain on attached sheet the frequency and extent of problem and any insurance*  
 135 *claims, repairs or remediation done.*  
 136 H. Is there a sump pump on the Property? ..... ☐ Yes ☐ No ☐ Unknown  
 137 I. Are there any materials used in the construction of the structure that are or have been  
 138 the subject of a recall, class action suit, settlement or litigation? ..... ☐ Yes ☐ No ☐ Unknown  
 139 If yes, what are the materials? \_\_\_\_\_  
 140 (1) Are there problems with the materials? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

141 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 142 122369 (the "Property")

- 143 (2) Are the materials covered by a warranty? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 144 (3) Have the materials been inspected? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 145 (4) Have there ever been claims filed for these materials by you or by previous owners? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 146 If yes, when? ..... ☐ N/A  
 147 (5) Was money received? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 148 (6) Were any of the materials repaired or replaced? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

### 149 6. DWELLING SYSTEMS AND FIXTURES

150 If the following systems or fixtures are included in the purchase price, are they in good working order on the date this form is signed?

- 151 A. Electrical system, including wiring, switches, outlets and service..... ☐ Yes ☐ No ☐ Unknown  
 152 B. Plumbing system, including pipes, faucets, fixtures and toilets ..... ☐ Yes ☐ No ☐ Unknown  
 153 C. Water heater tank..... ☐ Yes ☐ No ☐ Unknown  
 154 D. Garbage disposal..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 155 E. Built-in range and oven ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 156 F. Built-in dishwasher ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 157 G. Sump pump ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 158 H. Heating and cooling systems  
 159 (1) Heating systems ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 160 (2) Cooling systems ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 161 I. Security system ☐ Owned ☐ Leased ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 162 J. Are there any materials or products used in the systems and fixtures that are or have  
 163 been the subject of a recall, class action suit settlement or litigation?..... ☐ Yes ☐ No ☐ Unknown  
 164 If yes, what product? .....  
 165 (1) Are there problems with the product? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 166 (2) Is the product covered by a warranty? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 167 (3) Has the product been inspected? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 168 (4) Have claims been filed for this product by you or by previous owners?..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 169 If yes, when? .....  
 170 (5) Was money received? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A  
 171 (6) Were any of the materials or products repaired or replaced? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

### 172 7. COMMON INTEREST

- 173 A. Is there a Home Owners' Association or other governing entity? ..... ☐ Yes ☐ No ☐ Unknown  
 174 Name of Association or Other Governing Entity: .....  
 175 Contact Person: .....  
 176 Address: .....  
 177 Phone Number: .....

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

178 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 179 122369 (the "Property")

- 180 B. Regular periodic assessments: \$ \_\_\_\_\_ per ☐ Month ☐ Year ☐ Other \_\_\_\_\_
- 181 C. *\*Are there any pending or proposed special assessments?* ..... ☐ Yes\* ☐ No ☐ Unknown
- 182 D. Are there shared "common areas" or joint maintenance agreements for facilities  
 183 like walls, fences, pools, tennis courts, walkways or other areas co-owned in  
 184 undivided interest with others? ..... ☐ Yes ☐ No ☐ Unknown
- 185 E. Is the Home Owners' Association or other governing entity a party to pending  
 186 litigation or subject to an unsatisfied judgment? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A
- 187 F. Is the Property in violation of recorded covenants, conditions and restrictions or in  
 188 violation of other bylaws or governing rules, whether recorded or not? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

### 189 8. SEISMIC

- 190 A. Was the house constructed before 1974? ..... ☐ Yes ☐ No ☐ Unknown  
 191 If yes, has the house been bolted to its foundation? ..... ☐ Yes ☐ No ☐ Unknown ☐ N/A

### 192 9. GENERAL

- 193 A. Are there problems with settling, soil, standing water or drainage on the Property  
 194 or in the immediate area? ..... ☐ Yes ☐ No ☐ Unknown
- 195 B. Does the Property contain fill? ..... ☐ Yes ☐ No ☐ Unknown
- 196 C. Is there any material damage to the Property or any of the structure(s) from fire,  
 197 wind, floods, beach movements, earthquake, expansive soils or landslides? ..... ☐ Yes ☐ No ☐ Unknown
- 198 D. Is the Property in a designated floodplain? ..... ☐ Yes ☐ No ☐ Unknown  
 199 Note: Flood insurance may be required for homes in a floodplain.
- 200 E. Is the Property in a designated slide or other geologic hazard zone? ..... ☐ Yes ☐ No ☐ Unknown
- 201 F. *\*Has any portion of the Property been tested or treated for asbestos, formaldehyde,*  
 202 *radon gas, lead-based paint, mold, fuel or chemical storage tanks or contaminated*  
 203 *soil or water?* ..... ☐ Yes\* ☐ No ☐ Unknown
- 204 G. Are there any tanks or underground storage tanks (for example, septic, chemical, fuel,  
 205 etc.) on the Property? ..... ☐ Yes ☐ No ☐ Unknown
- 206 H. Has the Property ever been used as an illegal drug manufacturing or distribution site? ..... ☐ Yes ☐ No ☐ Unknown  
 207 *\*If yes, was a Certificate of Fitness issued?* ..... ☐ Yes\* ☐ No ☐ Unknown ☐ N/A
- 208 I. *\*Has the Property been classified as forestland-urban interface?* ..... ☐ Yes\* ☐ No ☐ Unknown

### 209 10. FULL DISCLOSURE BY SELLER(S)

- 210 A. *\*Are there any other material defects affecting this Property or its value that a*  
 211 *prospective buyer should know about?* ..... ☐ Yes\* ☐ No  
 212 *\*If yes, describe the defect on attached sheet and explain the frequency and extent*  
 213 *of the problem and any insurance claims, repairs or remediation.*

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

214 Property Address or Tax ID # 29750 Stanfield Meadows Rd, Hermiston, OR 97838  
 215 122369 (the "Property")

### VERIFICATION

216 The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy  
 217 of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the Property or  
 218 their agents.

219 \_\_\_\_\_ (complete even if zero) Number of pages of explanations that are attached.

220 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

221 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

### II. BUYER'S ACKNOWLEDGMENT

222 A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by  
 223 utilizing diligent attention and observation.

224 B. Each Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made  
 225 only by Seller and are not representations of any financial institution that may have made or may make a loan pertaining to the Property, or that  
 226 may have or take a security interest in the Property, or of any real estate licensee engaged by Seller or Buyer. A financial institution or real estate  
 227 licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in  
 228 another party's disclosure statement required by this section or any amendment to the disclosure statement.

229 C. Buyer (which term includes all persons signing the "buyer's acknowledgment" portion of this disclosure statement below) hereby acknowledges  
 230 receipt of a copy of this disclosure statement (including attachments, if any) bearing Seller's signature(s).

231 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE  
 232 OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE  
 233 FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING  
 234 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS  
 235 YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

236 **BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT.**

237 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

238 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

239 Agent receiving disclosure statement on Buyer's behalf to sign and date:

240 Real Estate Agent \_\_\_\_\_ ← Real Estate Firm (identify) \_\_\_\_\_

241 Date received by Agent \_\_\_\_\_