

**RESOLUTION NO. 1346
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE
AGREEMENT WITH CLAY-ROGGE OF OREGON VENTURE VII, LLC**

Whereas, Clay-Rogge of Oregon Venture VII, LLC (“Clay-Rogge”) owns real property in the City of Prineville (“City”); and

Whereas, City desires to purchase from Clay-Rogge the following vacant land: Map and Taxlot Number 141632CD-06800-07679, with portions of lots 7, 8, and 9 of Block 7, which is on NE 8th Street in Prineville, Oregon; and

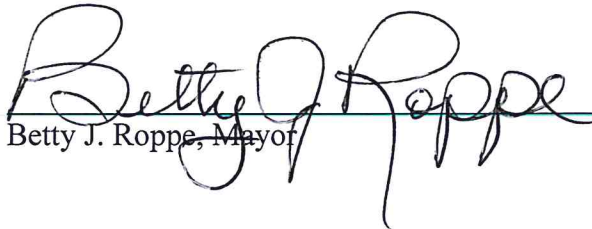
Whereas, City staff and representatives of Clay-Rogge have negotiated a Vacant Land Real Estate Agreement attached hereto as Exhibit A (the “Agreement”); and

Whereas, City staff recommends approval of the Agreement.

Now, Therefore, the City of Prineville hereby resolves as follows:

1. The Agreement attached as Exhibit A is approved.
2. The Mayor of the City and City Manager is authorized and instructed to execute on behalf of the City the attached Agreement.

Approved by the City Council this 22nd day of May, 2018.


Betty J. Roppe, Mayor

ATTEST:


Lisa Morgan, City Recorder



Sale Agreement # CO5072018

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction:
3 MICHAEL WARREN II (Name of Buyer's Agent(s)*), Oregon Lic. # 200605300
4 of CROOK COUNTY PROPERTIES, LLC (Name of Real Estate Firm(s)*)
5 Buyer's Agent's Office Address 691 NE 3rd St, Prineville, OR 97754-2021, Company Lic. # 200212127
6 Phone (541)447-3020 Fax E-mail MICHAEL.CCP@OUTLOOK.COM
7 is/are the agent of (check one): [X] Buyer exclusively ("Buyer Agency"). [] Both Buyer and Seller ("Disclosed Limited Agency").
8 ANTHONY LEVISON / MICHELLE A. MATRINEZ (Name of Seller's Agent(s)*), Oregon Lic. # 201203445/201210073
9 of WINDERMERE CENTRAL OREGON REAL ESTATE (Name of Real Estate Firm(s)*)
10 Seller's Agent's Office Address 695 SW Mill View Way, Bend, OR 97702-1557, Company Lic. # 991000091
11 Phone (541)388-0404 Fax E-mail ALEVISON@ME.COM
12 is/are the agent of (check one): [X] Seller exclusively ("Seller Agency"). [] Both Buyer and Seller ("Disclosed Limited Agency").
13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be
14 disclosed above. For directions on how to look up license numbers: https://oreg.elicense.irondata.com/lookup/licenselookup.aspx
15 If both parties are each represented by one or more Agent in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and
17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).
18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer [Signature] Print CITY OF PRINEVILLE Date 5/2/18
22 Buyer Print Date
23 Seller Print CLAY-ROGGE OF Date
24 Seller [Signature] James L. Clay Print OREGON VENTURE VII, LLC Date 05-10-2018 11:05 AM PDT

VACANT LAND REAL ESTATE SALE AGREEMENT

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

29 1. PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) CITY OF PRINEVILLE
30
31 offers to purchase from Seller (print name(s)) CLAY-ROGGE OF, OREGON VENTURE VII, LLC
32
33 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of CROOK
34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
35 141632CD06800 NE 8TH ST, PRINEVILLE, OR 97754
36 PORTIONS OF LOTS 7,8,9 - BLOCK 7
37

38 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
39 Section 7, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
40 for the Purchase Price (in U.S. currency) of A \$ 8,000.00
41 on the following terms: Earnest money B \$ 500.00
42 on _____, as additional earnest money, the sum of C \$ _____
43 at or before Closing, the balance of down payment D \$ _____
44 at Closing and upon delivery of [X] DEED [] CONTRACT the balance of the Purchase Price E \$ 7,500.00
45 shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials [Signature] Date 5/2/18 Seller Initials [Signature] Date 05-10-2018

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Sale Agreement # CO5072018

46

FINANCING

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

48 A. This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):

49 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller Buyer will provide Seller with the Verification
50 within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or Other (Describe):

51 **BUYER WILL SUPPLY LETTER OF VERIFICATION WITHIN 3 BUSINESS DAYS OF MUTUAL ACCEPTANCE**

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

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

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

65 3.1 FINANCING CONTINGENCIES. If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
66 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and,
67 (3) Other (Describe): _____
68 _____

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

70 3.2 FAILURE OF FINANCING CONTINGENCIES. If Buyer receives actual notification from Lender that any Financing Contingencies identified
71 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled
72 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a Termination Agreement (OREF 057) and/
73 or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this
74 transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur
75 within the time period identified in this Section 3.2, this transaction shall be automatically terminated and all earnest money shall be promptly
76 refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on
77 the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

78 3.3 BUYER REPRESENTATION REGARDING FINANCING: Buyer makes the following representations to Seller: (1) Buyer's completed loan
79 application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to
80 Seller, or will be, pursuant to Section 3.2, above.

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

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

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

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

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

94 (7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10
95 of this Agreement, (or Section 1 of the OREF 058 Professional Inspection Addendum if used).

Buyer Initials GW Date 5/12/10

Seller Initials _____ / _____ Date 05.10.2018

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

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

103 4.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
104 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

105 4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required
106 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
107 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
108 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
109 floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
110 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
111 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the
112 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as
113 a condition of loan approval. For more information, go to the following link: http://www.fema.gov/base-flood-elevation

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

- 123 [] (a) Secure separate legal counsel to negotiate and draft the necessary documents; or
124 [] (b) Employ an MLO to do so; or
125 [] (c) Use the OREF 033 Seller-Carried Transaction Addendum and related forms.

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

133 6. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs):
134

135 CONTINGENCIES

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

Buyer Initials [Signature] / Date 5/6/19

Seller Initials [Signature] / Date 05-10-2018

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

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

169 Check only one box below:

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

185 Identify Invasive Inspections: _____
186 [] ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM
187 [] OTHER INSPECTION ADDENDUM _____
188 [] BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
189 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed
190 as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

191 9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? [] Yes [X] No.
192 If the Property contains a private well, the OREF 082 Private Well Addendum will be attached to this Sale Agreement.

193 9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? [] Yes [X] No If the Property contains a
194 septic/onsite sewage system, the OREF 081 Septic/Onsite Sewage System Addendum will be attached to this Sale Agreement.

Buyer Initials [Signature] Date 5/11/18

Seller Initials [Signature] Date 05-10-2018

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Sale Agreement # C05072018

195 10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that, subject to certain exclusions, Oregon's Seller Property Disclosure
196 Law (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does not apply to transactions involving
197 vacant land.

198 10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019
199 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The
200 Disclosure Addendum addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers
201 are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests.
202 Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts
203 and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure
204 Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall
205 commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to
206 Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the
207 transaction at any time until said delivery and the Revocation Period has expired, or the time of closing, whichever first occurs.

208 Buyer(s) to check one box below:
209 [X] Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is
210 signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.
211 [] Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is
212 signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.
213 [] Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

214 SELLER REPRESENTATIONS

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

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

239 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to Items (1)
240 through (12) are: NO EXCEPTIONS (For more exceptions see Addendum _____).
241 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in
242 lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where

Buyer Initials [Signature] Date 5/6/18

Seller Initials [Signature] Date _____



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243 appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither
244 the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

245 **12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a
246 portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate
247 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
248 carry out the provisions of Oregon law.

249 **12.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised that upon Closing, a Federal law, known
250 as the Foreign Investment in Real Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within
251 the United States and the seller is a "foreign person" who does not qualify for an exemption ("Withholding Requirement"). A "foreign person" includes a non-
252 resident alien individual, foreign corporation, foreign partnership, foreign trust or a foreign estate. Generally, the following rules apply under FIRPTA:

253 (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
254 property will be occupied as a residence by a buyer who is an individual (or a member of his/her family) (iii) for at least 50% of the number of days (excluding
255 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;

256 (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
257 \$300,000, but less than \$1,000,000, and (a)(ii) and (iii) above apply; and

258 (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
259 over \$1,000,000, or the purchase price is \$1,000,000 or less and Seller does not qualify for any of the exemptions in (a) or (b) above.

260 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Seller and Buyer must complete and sign the OREGON 093 FIRPTA
261 Addendum. If FIRPTA does not apply (i.e. seller is not a foreign person), then Seller shall, upon Buyer's request, complete, sign, and deliver to
262 Buyer a FIRPTA Certification of Non Foreign Status ("the Certificate") prior to Closing. If Seller fails or refuses to complete, sign, or deliver the
263 Certificate to Buyer prior to Closing, Seller understands and agrees that the Withholding Requirement shall apply to this transaction. Seller's and
264 Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent for purposes of the Withholding Requirement. If
265 FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with the law and regulations. For
266 further information, Seller and Buyer should go to: <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>

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

269 **MISCELLANEOUS ITEMS**

270 **14. ADDITIONAL PROVISIONS: 1) SALE CONTINGENT UPON PRINEVILLE CITY COUNCIL REVIEW AND APPROVAL, NEXT CITY COUNCIL**
271 **MEETING SCHEDULED FOR 5/22/18.**

272 _____
273 **2) BUYER TO HAVE A DUE-DILIGENCE PERIOD OF 15 BUSINESS DAYS FROM MUTUAL ACCEPTANCE.**
274 _____ For additional provisions, see Addendum _____.

275 **CLOSING/ESCROW**

276 **15. ESCROW:** This transaction shall be Closed at AMERITITLE KELLIE COBB PRINEVILLE ("Escrow"), a neutral escrow
277 located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise
278 provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and
279 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
280 encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording
281 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
282 Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for
283 compensation.

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

286 **17. EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the
287 following instructions shall immediately apply to the handling of Buyer's earnest money deposit in the sum of \$ 500.00 ("the
288 Deposit").

Buyer Initials [Signature] / _____ Date 5/12/18

Seller Initials _____ / _____ Date _____

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Sale Agreement # CO5072018

289 17.1 The Deposit shall be payable by electronic funds transfer or check drawn on collected funds, and deposited within _____ (three [3] if not filled
290 in) business days (the "Deposit Deadline") as follows (check all that apply):

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

295 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust
296 account no later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under
297 EARNEST MONEY PAYMENT/REFUND section, below.

298 17.2 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):
299 _____
300 _____

301 17.3 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further
302 responsibility to Buyer or Seller regarding said funds.

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

309 19.1 EARNEST MONEY REFUND TO BUYER: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
310 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
311 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then
312 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other
313 legal remedies available to Buyer.

314 19.2 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially
315 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely
316 make an electronic funds transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of
317 this Agreement, then all earnest money paid or agreed to be paid shall be paid to Seller as liquidated damages. The parties expressly agree that
318 Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement
319 would be difficult or impossible to ascertain with any certainty, and that said earnest money deposit(s) identified herein shall represent a binding
320 liquidated sum, and that it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. It is the intention of the
321 parties that Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this
322 Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover from Buyer any
323 unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution Sections below.

324 20.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 06/22/2018 ("the
325 Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller.
326 Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow
327 prior to that date. Caveat: Section 5 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

328 20.2 THE CLOSING DISCLOSURE: If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
329 involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required
330 document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the Closing
331 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
332 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
333 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
334 could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

Buyer Initials [Signature] Date 5/12/18

Seller Initials _____ Date _____

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Sale Agreement # CO5072018

335 20.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the
336 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
337 the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are
338 encouraged to discuss this with Escrow prior to Closing.

339 21. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or
340 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
341 ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions
342 of record, and those matters accepted by Buyer pursuant to Section 7. If Buyer's title will be held in the name of more than one person see Section 30
343 regarding forms of co-ownership.

344 22. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one):

345 (1) [X] by 5:00 p.m. on Closing;

346 (2) [] by _____ [] a.m. [] p.m. _____ days after Closing;

347 (3) [] by _____ [] a.m. [] p.m. on the _____ day of _____, _____.

348 DEFINITIONS/INSTRUCTIONS

349 23. DEFINITIONS/INSTRUCTIONS: (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real
350 estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.

351 (2) Time is of the essence of this Agreement.

352 (3) Except as provided in Section 7, above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or
353 Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with the
354 title company identified at Section 15, above, Buyer, Seller, and their respective Agents, where applicable, shall provide escrow with their preferred
355 means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as the
356 primary location for receipt of all notices or documents (hereinafter, "Contact Location")

357 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement.

358 (5) A "business day" shall mean Monday through Friday, except recognized state and federal holidays.

359 (6) Unless Seller and Buyer expressly provide otherwise, the phrase "signed and accepted" in the printed text of this Sale Agreement, or any
360 addendum or counteroffer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time that either the
361 Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to
362 the sending party, or their Agent, either by manual delivery ("Manual Delivery"), or by facsimile or electronic mail/text (collectively, "Electronic
363 Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and
364 neither has the ability to withdraw their offer or counteroffer, as the case may be.

365 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
366 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
367 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 14 (Additional
368 Provisions) of this Sale Agreement.

369 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
370 the date they have signed and accepted it.

371 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights
372 under this Agreement or in the Property are not assignable without prior written consent of Seller.

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

374 (11) Unless a different time is specified in the Agreement, all deadlines for performance, however designated, that are measured in business or
375 calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated.

376 24. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
377 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT
378 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
379 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
380 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,
381 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,

Buyer Initials [Signature] Date 5/10/18

Seller Initials [Signature] Date 05-10-2018

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

388 25. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
389 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
390 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

391 26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) [] is [X] is not specially assessed for property taxes (e.g., farm, forest or
392 other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to
393 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
394 either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement,
395 Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the Property and
396 shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its
397 entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and
398 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
399 deferred and/or additional taxes and interest that may be levied or recaptured against the Property and shall hold Buyer completely harmless therefrom.
400 The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26.

DISPUTE RESOLUTION

401 27. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
402 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all
403 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter
404 collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or
405 earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the
406 real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of
407 limitation or statute of ultimate repose, and for purposes of filing a lis pendens. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER
408 ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT,
409 INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

410 28. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
411 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
412 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
413 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller
414 contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the
415 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution
416 procedures described herein for the adjudication of any Claims.

417 29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that are within the jurisdiction of the Small
418 Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any
419 other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the
420 Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

421 29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer and/or Seller's Agent is a member of the National
422 Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute
423 Resolution System of the National Association of REALTORS® ("the System"). If an Agent is not a member of the National Association of
424 REALTORS®, or the System is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the
425 program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be
426 submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and
427 Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided,
428 however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or
429 judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

430 29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance
431 with the mediation and arbitration process described in Section 28.3 above, and if applicable, the prevailing party shall be entitled to an award of
432 attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

Buyer Initials [Signature] Date 5/16/19

Seller Initials [Signature] Date

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Sale Agreement # CO5072018

SIGNATURE INSTRUCTIONS

433

30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth 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 upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

440 Deed or contract shall be prepared in the name of CITY OF PRINEVILLE

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

443 This offer shall automatically expire on (insert date) May 11, 2018 at 7 a.m. [] p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

446 Buyer [Signature] Date 5/10/18 a.m. p.m. ← CITY OF PRINEVILLE

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

448 Address _____ Zip _____

449 Phone _____ Fax _____ E-mail _____

450 This offer was delivered/transmitted to Seller for signature on the 10 day of May, 2018, at 9 p.m. [X] a.m. [] p.m. By MICHAEL MARTINEZ (Agent(s) presenting offer).

31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 19, shall be disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) [] First to Seller's Agent Firm to the extent of the agreed commission just as if the transaction had been Closed, with residue to Seller, [X] or 100% TO THE SELLER

458 Seller CLAY-ROGGE OF Date 05-10-2018 11:05 AM PDT

459 Seller James L. Clay OREGON VENTURE VII, LLC Date _____ a.m. p.m. ←

460 Address _____ Zip _____

461 Phone _____ Fax _____ E-mail _____

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

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

468 Seller CLAY-ROGGE OF Date _____ a.m. p.m. ←

469 Seller OREGON VENTURE VII, LLC Date _____ a.m. p.m. ←

470 Address _____ Zip _____

471 Phone _____ Fax _____ E-mail _____

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

Buyer Initials [Signature] Date 5/10/18

Seller Initials [Signature] Date 05-10-2018

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