OREGON LAND PURCHASE AND SALE AGREEMENT

This Land Purchase and Sale Agreement, effective on the ___th day of _____, 202__ ("Effective Date"), is entered into between the Buyer and Seller as follows:

Buyer Details

Buyer Name: _____
Buyer Address: _____
Buyer Entity Type (if not an individual): _____

Seller Details

Seller Name: _____
Seller Address: _____
Seller Entity Type (if not an individual): _____

1. Offer and Acceptance. Buyer hereby agrees to purchase the real property of the Seller, including all improvements and structures contained therein, and further described hereunder as follows (hereinafter "Property"):

Property Address: _____

Title No: _____

Tax Information: _____

2. Purchase Price. The total purchase price for the Property is $_____ ("Purchase Price").

The said Purchase Price shall be (choose one):
_____ paid in full on the Closing Date.
_____ paid in installments as follows:

(describe installment payments)

1) $_____ upon signing of this Agreement (Earnest Money).

2) $_____ at the completion of due diligence and inspection.
3) $_____ at the Closing Date.

3. Warranties. The Seller warrants that it is the legal and beneficial owner of the Property and agrees to transfer to the Buyer the Property on the terms and conditions of this Agreement. The Seller does not provide any other warranties, except the following (Seller to sign on the space for those applicable):

Warranties

_____ The Property is free of any liens, charges, or encumbrances.
_____ All required validation, approval, or authorization (including corporate approvals where applicable) on the Seller's end for the transfer of the Property have been executed and obtained.
_____ The execution and performance of the Seller of the sale will not violate any laws or regulations.
_____ The Property is in a good condition or state, and in compliance with relevant laws and regulations.
_____ There are no illegal tenants occupying the Property.
_____ No incidents or conditions exist prior to Closing which may adversely affect the standing or condition of the Property.
_____Seller has not concealed nor withheld any material information concerning the Property, or any information which may impact the Buyer's evaluation of the Property.
_____All real estate taxes concerning the Property are paid and updated.
_____All utility bills concerning the Property are paid and updated.
_____Where applicable, all association or property management fees concerning the Property are paid and updated.

Claim/Litigation Warranties

_____The Property is not the subject of any governmental or regulatory investigation.
_____The Property is not the subject of any arbitration or litigation proceedings.
_____There are no claims or threatened claims from third parties against the Property.

The Buyer warrants that it has obtained all required validation, approval, or authorization (including corporate approvals where applicable) on its end for the Buyer's purchase of the Property, and that the Buyer's execution and performance of this Agreement will not violate any laws or regulations.

4. Closing Date. The Closing shall take place at _____ A.M./PM. on the __th day of _____, 202_ at _____ ("Closing Date").

5. Pre-Closing Conduct. Until Closing, the Seller must in good faith carry on with the regular care, maintenance, or operations of the Property, and ensure that the Property shall not materially change, nor shall the Seller sell or encumber the Property to parties other than the Buyer, or enter into any transaction which would adversely and materially affect the condition of the Property.

6. Condition Precedents. The Parties Agree that this Agreement is conditional upon:

1. The Buyer being afforded the opportunity to reasonably conduct due diligence, with cooperation of the Seller concerning the Property, and inspect the Property prior to the Closing Date;
2. The Seller's compliance with all warranties stated herein;
3. The Seller's compliance with all pre-completion conduct stated herein.

7. Closing. Closing, subject to fulfillment of all Condition Precedents and Seller's Warranties, must take place on the Closing Date at the agreed upon location and time between the Buyer and the Seller, and as described under this section ("Closing"). The Buyer and the Seller agree to execute all documents necessary to conclude this transaction, including the Seller and Buyer executing a warranty deed, or equivalent, to transfer the Property to the Buyer. The Buyer shall pay the Purchase Price in accordance with the terms of this Agreement.

The Seller will also provide the keys to the Property.

8. Termination. The Buyer may terminate or void this Agreement if any Condition Precedent is not satisfied, or if there is a violation in any of the Seller's Warranties. Upon the Buyer sending a notice of its claim in writing to the Seller based on this paragraph, the Seller shall return to the Buyer any Purchase Price paid.

The Seller may terminate this Agreement if, without any stated justifiable reason or that is permitted under this Agreement, the Buyer delays in the payment of the Purchase Price or if the Buyer has breached any of its warranties. For termination under this paragraph, the Seller shall be entitled to keep the Earnest Money paid by the Buyer.

The remedies mentioned above shall be in addition to the rights of the innocent party to seek compensation or damages.

9. Transfer Fees and Taxes. Taxes related to this transaction shall be paid by _____ the Seller _____ the Buyer _____ both the Seller and the Buyer (choose one).

Property transfer, titling, and recording fees related to this transaction shall be paid by: _____ the Seller _____ the Buyer _____ both the Seller and the Buyer (choose one).

10. Governing Law and Dispute Resolution. This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon, and all disputes arising from this Agreement shall be commenced within the Courts of the same State.

11. Assignment. The Seller or the Buyer shall not assign its rights and obligations under this Agreement without the consent of the other.

12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, then the remaining provisions of this Agreement shall remain in full force and effect, and the said offending provisions shall be deemed automatically modified, limited, or increased as may be necessary in order to remove the said illegality, invalidity, or unenforceability.

_____

Seller Signature

_____

Printed Name

_____

Date

_____

Buyer Signature

_____

Printed Name

_____

Date