

ADDENDUM TO REAL ESTATE SALE AGREEMENT (2 pg)

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

2 Buyer: Discount Nursery Supplies, LLC

3 Seller: City of Salem

4 The real property described as: Lot 2 of the Salem Business Park, ,

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

6
7 **FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
8 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale
9 Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide
10 questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the
11 procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed
12 exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall
13 be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for
14 purposes of filing a lis pendens. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THEY ARE
15 GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT, INCLUDING
16 ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

17
18 **EXCLUSIONS:** The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale
19 contract or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between
20 REALTORS® and is otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National
21 Association of REALTORS®; (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee
22 agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of
23 provisional process described under the Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of
24 the right or duty to utilize the dispute resolution procedures described herein for the adjudication of any Claims.

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26 **SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller, within the jurisdiction of the Small Claims Court
27 of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other
28 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
29 Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

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

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Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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Page 1 of 2 Pages

42 **MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms shall be resolved in
43 accordance with the mediation and arbitration process described above (Mediation and Arbitration Between Buyer and Seller) above, and
44 if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and
45 arbitrator fees, as provided therein.
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71 Buyer Signature _____ Date _____, _____ a.m. ____ p.m. ←
Discount Nursery Supplies, LLC
72 Buyer Signature _____ Date _____, _____ a.m. ____ p.m. ←
73 Seller Signature _____ Date _____, _____ a.m. ____ p.m. ←
City of Salem
74 Seller Signature _____ Date _____, _____ a.m. ____ p.m. ←
75 Buyer's Agent **Greg Goodenough** Seller's Agent **Unrepresented**

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Page 2 of 2 Pages