

<p>REVIEWED</p> <hr/> <p>LEGAL COUNSEL</p>	<p>After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701</p> <p>For Recording Stamp Only</p>
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PURCHASE AGREEMENT

HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT

Karen Ann Cameron

File No.: 003

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, ("County"); and **Karen Ann Cameron**, ("Grantor"), on the following terms and conditions:

RECITALS

1. Hunnell Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Hunnell Road: Loco Road to Tumalo Road Improvement project on Hunnell Road and Pohaku Road. County has identified that the property described in the attached **Exhibit "A"** and depicted in the attached **Exhibit "B"** is necessary for the Project.
3. Grantor is the owner of the property described in the attached **Exhibits "A" and "B"**.

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Grantor shall convey to County the real property described in the attached **Exhibit A** by dedication deed for the purchase price of **Five Thousand Seven Hundred Dollars (\$5,700.00)**.

GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and executed dedication deed for subject property with this Agreement. Upon receipt of purchase payment, Grantor shall immediately deliver possession of property to County.
2. Grantor makes the following representations:
 - a. Grantor has no notice from any government agency of any violation of law relating to the property.
 - b. The property has never been used for the storage or disposal of hazardous waste materials.
 - c. Grantor is not a "foreign person" as that term is defined in IRS Code Section 1445.
3. If the subject property is subject to any mortgage, deed of trust, land sales contract, or other similar encumbrance, Grantor should review that document to determine whether that document contains any provision under which default may be triggered by the Grantor's signing of this Agreement or any conveyance instrument.
4. Grantor understands that all fences and other improvements that are constructed or reconstructed on real property retained by Grantor pursuant to this Agreement will be the property of Grantor and will be maintained and repaired by the Grantor after completion of the project.
5. Grantor understands that any construction lying outside of the traveled portion and shoulders but within the right of way of the county road which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices.
6. As soon as Grantor delivers the dedication deed to County, Grantor shall remove from the property all personal property, fixtures, and improvements retained by Grantor under the terms of this Agreement. If personal property, fixtures, or improvements are required to be moved, Grantor may be entitled to relocation benefits and assistance which will be provided outside of this Agreement in accordance with the Uniform Relocation Act requirements in conformance with the ODOT Right-of-Way Manual.

7. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property (dedication) and any damage to property retained by Grantor.

COUNTY OBLIGATIONS

1. Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed dedication deed, County will deliver payment to Grantor in the amount of **Five Thousand Seven Hundred Dollars (\$5,700.00)**. County will take immediate possession of property upon delivery of payment.
2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.

GENERAL PROVISIONS

1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.
2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will survive conveyance of the property.
3. Time is of the essence of this Agreement. References to Grantor in this Agreement include all persons who hold title to the property.

(Signature Page to Follow)

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it and agree to be bound by its terms and conditions.

GRANTOR

03/22/2022 10:09 AM PDT

DATED this _____ day of _____, 2022.

Karen Cameron



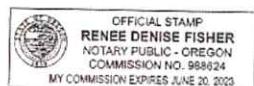
Karen Ann Cameron

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Karen Ann Cameron,
acknowledged the foregoing instrument.

03/22/2022 10:13 AM PDT

Dated this _____ day of _____, 2022.



Online Notary Public. This notarial act involved the
use of online audio/video communication technology.

Renee D Fisher



NOTARY PUBLIC FOR OREGON
My Commission Expires: June 20, 2023

**DESCHUTES COUNTY, acting by and through its Board of County
Commissioners**

DATED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE-CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
County of Deschutes) SS.

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this _____ day of _____, 2022.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

EXHIBIT A
Deschutes County Road Department
Hunnell Road Improvement Project: Loco Road to Tumalo Road
File Number 003
Tax Lot 1612330000906

RIGHT OF WAY DEDICATION

A parcel of land lying in Parcel 1 Partition Plat No. 2002-15 in the Southwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to Karen Ann Cameron, recorded September 10, 2002 as Instrument No. 2002-49582, Deschutes County Official Records, said parcel described as follows:

BEGINNING at a point on the westerly right of way line of Hunnell Road, said point being North 33°56'49" West, 306.68 feet of the West One-sixteenth corner common to Section 4, Township 17 South, Range 12 East, and Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point also being 30.00 feet westerly when measured at right angles to Hunnell Road Centerline Station 101+36.26 per Deschutes County Survey No. 20520;

Thence leaving said westerly right of way line on a non-tangent 490.00 foot radius curve to the left, the radius point of which bears North 46°55'35" West, through a central angle of 39°30'21" (the long chord of which bears North 23°19'15" East, 331.20 feet) an arc distance of 337.86 feet to a point on said westerly right of way line, said point being 30.00 feet westerly when measured at right angles to Hunnell Road Centerline Station 105+42.34 per Deschutes County Survey No. 20520,

Thence along said westerly right of way line South 03°34'05" West, 200.37 feet to a point of curvature at a point 30.00 feet westerly when measured at right angles to Hunnell Road Centerline Station 103+41.97 per Deschutes County Survey No. 20520;

Thence continuing along said westerly right of way line on a 100.00 foot radius curve to the right, through a central angle of 72°55'04" (the long chord of which bears South 40°01'37" West 118.85 feet) an arc distance of 127.27 feet to a point of reverse curvature at a point 30.00 feet northerly when measured at right angles to Hunnell Road Centerline Station 101+76.53 per Deschutes County Survey No. 20520;

Thence continuing along said westerly right of way line on a 333.95 foot radius curve to the left, the radius point of which bears South 13°30'51" East, through a central angle of 07°35'28" (the long chord of which bears South 72°41'25" West, 44.21 feet) an arc distance of 44.24 feet to the POINT OF BEGINNING herein described.

Containing 2,913 square feet, more or less.

See map attached as Exhibit "B", which is made a part hereof.

Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.

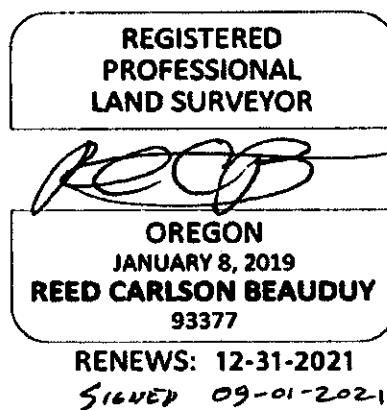


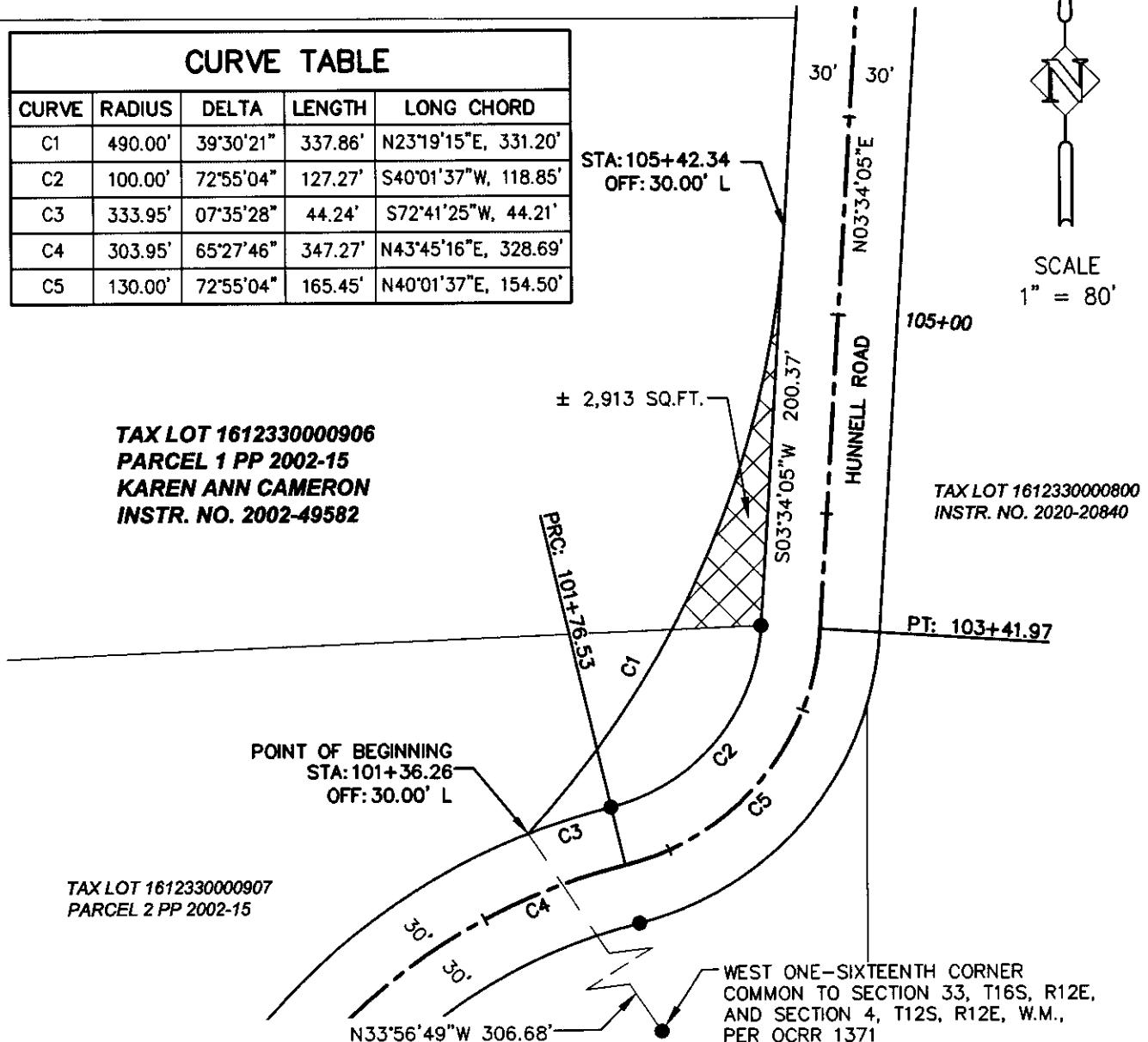
EXHIBIT "B"

LOCATED IN PARCEL 1 PARTITION PLAT 2002-15 IN THE SOUTHWEST
ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST,
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

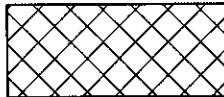
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	490.00'	39°30'21"	337.86'	N23°19'15"E, 331.20'
C2	100.00'	72°55'04"	127.27'	S40°01'37"W, 118.85'
C3	333.95'	07°35'28"	44.24'	S72°41'25"W, 44.21'
C4	303.95'	65°27'46"	347.27'	N43°45'16"E, 328.69'
C5	130.00'	72°55'04"	165.45'	N40°01'37"E, 154.50'



SCALE
1" = 80'



LEGEND



RIGHT OF WAY DEDICATION
± 2,913 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL
DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

**ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS**

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