

<p style="text-align: center;"><b>REVIEWED</b></p> <hr/> <p style="text-align: center;">LEGAL COUNSEL</p>	<p>For Recording Stamp Only</p>
<p>After recording return to:          Deschutes County Road Dept.          61150 S.E. 27<sup>th</sup> Street          Bend, Oregon 97701</p>	

**PURCHASE AGREEMENT**  
**HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT**  
**Douglas Goph Albitz and Lorry Benjamin, Trustees, or the Successor Trustee of**  
**the Albitz and Benjamin Trust UTA dated August 4, 2014**  
**File No.: 010**

**THIS AGREEMENT** is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, ("County"); and **Douglas Goph Albitz and Lorry Benjamin, Trustees, or the Successor Trustee of the Albitz and Benjamin Trust UTA dated August 4, 2014** ("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 **Seven Thousand Two Hundred Dollars (\$7,200.00)**

## **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 **Seven Thousand Two Hundred Dollars (\$7,200.00)**. 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**

DATED this 25<sup>th</sup> day of March, 2022.

**The Albitz and Benjamin Trust**  
**UTA dated August 4, 2014**

  
\_\_\_\_\_  
Douglas Goph Albitz, Trustee

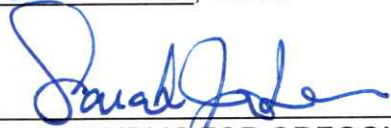
  
\_\_\_\_\_  
Lorry Benjamin, Trustee

STATE OF OREGON                    )  
  ) SS.  
County of Deschutes                )

Before me, a Notary Public, personally appeared Douglas Goph Albitz, Trustee,  
  
acknowledged the foregoing instrument.

Dated this 25 day of March, 2022.



  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

STATE OF OREGON                    )  
  ) SS.  
County of Deschutes                )

Before me, a Notary Public, personally appeared Lorry Benjamin, Trustee,  
  
acknowledged the foregoing instrument.

Dated this 25 day of March, 2022.



  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

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

**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            )  
  ) SS.  
County of Deschutes        )

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 010  
Tax Lot 1712040000224

**RIGHT OF WAY DEDICATION**

That portion of Parcel 2, Partition Plat 1998-43 lying in the Northwest one-quarter of Section 4, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Bargain and Sale Deed to Douglas Goph Albitz and Lorry Benjamin, Trustees, or the Successor Trustee of the Albitz and Benjamin Trust UTA dated August 4, 2014, recorded August 4, 2014 as Instrument No. 2014-25281, Deschutes County Official Records, the said parcel being a portion of said property included in a strip of land 30.00 feet in width, lying on the Easterly side of the center line of Hunnell Road, which center line is described as follows:

**BEGINNING** at Hunnell Road Centerline Station PC 76+49.84 as described in Deschutes County Survey No. 20520, said point being South 21°56'01" West, 135.97 feet from a 5/8 inch iron rod with yellow plastic cap (illegible) marking the C-S NW 1/64 corner of said Section 4;

Thence on a 1000.00 foot radius curve to the right, through a central angle of 24°09'15" (the long chord of which bears North 0°10'09" East, 418.46 feet) an arc distance of 421.57 feet to Hunnell Road Centerline Station PRC 80+71.41;

Thence on a 770.00 foot radius curve to the left, through a central angle of 1°40'38" (the long chord of which bears North 11°24'28" East, 22.54 feet) an arc distance of 22.54 feet to Hunnell Road Centerline Station 80+93.95 and the **TERMINUS** of this centerline description; the C-S NW 1/64 corner of said Section 4 bears South 8°09'42" East, 317.64 feet from said terminus.

**EXCEPT** that portion of said strip lying south of the south line of Partition Plat 1998-43.

Containing 4,555 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.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**



**OREGON  
JANUARY 8, 2019  
REED CARLSON BEAUDUY  
93377**

**RENEWS: 12-31-2021  
SIGNED: 9-12-2021**

# EXHIBIT "B"

LOCATED IN PARCEL 2 PARTITION PLAT 1998-43 IN THE NORTHWEST  
ONE QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 12 EAST,  
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



SCALE  
1" = 60'

EXISTING  
RIGHT OF WAY  
DEDICATED PER  
PP 1998-43

TAX LOT 1712040000224  
PARCEL 2 PP 1998-43  
ALBITZ AND BENJAMIN TRUST  
INSTR. NO. 2014-25281

TAX LOT 1712040000215  
PARCEL 1 PP 1998-43

TERMINUS:  
80+93.95

PRC: 80+71.41

81+00

30'

80+00

HUNNELL ROAD

79+00

C1

30'

78+00

30'

SOUTH LINE OF  
PP 1998-43

PC: 76+49.84

TAX LOT 1712040000224  
PARCEL 2 PP 1998-43  
ALBITZ AND BENJAMIN TRUST  
INSTR. NO. 2014-25281

TAX LOT 1712040000215  
PART OF PARCEL 1 PP 1998-43

## LEGEND



RIGHT OF WAY DEDICATION  
±4,555 SQ.FT.

● - FOUND MONUMENT PER CS20520

TAX LOT 1712040000206

## CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	1000.00	24°09'15"	421.57'	N00°10'09"E, 418.46'
C2	770.00	01°40'38"	22.54'	N11°24'28"E, 22.54'

C-S NW 1/64

S21°56'01"W  
135.97'



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS

250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

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SEE ATTACHED LEGAL DESCRIPTION