

<p style="text-align: center; color: blue;">REVIEWED</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. 27th Street Bend, Oregon 97701</p>	

PURCHASE AGREEMENT
Tumalo Reservoir Road Improvement Project
Tumalo Irrigation District
File No.: 04

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **Tumalo Irrigation District**, ("Grantor"), on the following terms and conditions:

RECITALS

1. Tumalo Reservoir Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Tumalo Reservoir Road Improvement project on Tumalo Reservoir 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 **Exhibit A** and depicted in the attached **Exhibit 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** and depicted in the attached **Exhibit B** by dedication deed for the total purchase price of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)**.
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or three (3) calendar years following the date all required signatures are obtained, whichever is sooner.

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. Upon Grantor's execution of dedication deed, 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 understands that this Agreement does not convey any water rights appurtenant to the subject property. If water rights are appurtenant to the subject property, Grantor shall make the necessary arrangements with the applicable irrigation district to transfer water rights to another portion of Grantors property or quit claim water rights back to the appropriate irrigation district prior to Grantor's execution of dedication deed.
8. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property 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 warranty deed, County will deliver payment to Grantor in the amount of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)**. 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

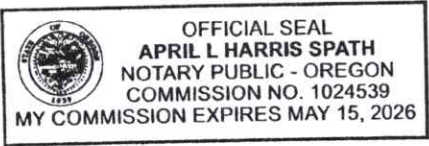
DATED this 30TH day of SEPTEMBER, 2025.

By: Chris Schull
Tumalo Irrigation District

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Chris Schull,
and acknowledged the foregoing instrument.

Dated this 30 day of September, 2025.



April L Harris Spath
NOTARY PUBLIC FOR OREGON
My Commission Expires: May 15, 2026

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

DATED this ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE-CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, 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 _____, 20__.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

S&F Land Services

901 NW CARLON AVE, OR 97703

(541) 797-0954

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www.sflands.com

PROJECT NO.: 2023-059-34

DATE: 3/3/2025

INITIALS: BRR

EXHIBIT 'A'

TAX LOT 1611000010400

PARCEL A: RIGHT-OF-WAY DEDICATION

THAT PORTION OF THE LAND DESCRIBED IN THAT SHERIFF'S DEED TO COUNTY PROPERTY RECORDED APRIL 12, 1932, VOLUME 51, PAGE 122 DESCHUTES COUNTY OFFICIAL RECORDS, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, SAID PORTION BEING SOUTHWEST OF THE FOLLOWING DESCRIBED LINE:

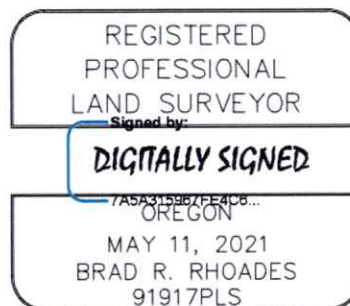
BEGINNING AT A POINT FROM WHICH A 5/8" IRON ROD MARKING THE NORTHEAST CORNER LOT 5, HIGH MOWING FARMS BEARS SOUTH 67°34'00" EAST A DISTANCE OF 59.85 FEET; THENCE NORTH 38°40'49" WEST A DISTANCE OF 46.00 FEET TO A POINT FROM WHICH A 3-1/4" BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS SOUTH 15°08'15" WEST A DISTANCE OF 60.61 FEET.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHTS-OF-WAY OF MOCK ROAD AND TUMALO RESERVOIR ROAD, AS SHOWN ON EXHIBIT B.

HEREIN DESCRIPTION CONTAINS 250 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT TO THE LAND.

BEARINGS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS).



RENEWES: 12/31/2026

