

<div style="border: 1px solid black; padding: 5px; text-align: center;"><p>REVIEWED</p><hr/><p>LEGAL COUNSEL</p></div> <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
Tumalo Reservoir Road Improvement Project
David L. Tolve and Jane A. Tolve,
Co-Trustees of the David and Jane Tolve Living Trust dated March 11, 2014
File No.: 03

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **David L. Tolve and Jane A. Tolve, Co-Trustees of the David and Jane Tolve Living Trust dated March 11, 2014**, ("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 **Nineteen Thousand Eight Hundred and No/100 Dollars (\$19,800.00)**.
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 **Nineteen Thousand Eight Hundred and No/100 Dollars (\$19,800.00)**. 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.
3. County will construct, modify, or repair the following improvements:
 - a. Fence – Upon completion of the project, County, State, or their contractor shall reconstruct fence at right of way line, to match existing material/style.

4. County will require that the work listed in Section 3 be done in a reasonable workmanship manner, but County cannot guarantee or warrant the work or goods provided to Grantor. County disclaims all warranties of merchantability and fitness for any particular purpose, express or implied.

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 3 day of September, 2025.

David L. Tolve
David L. Tolve, Co-Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared David L. Tolve, Co-Trustee of the David and Jane Tolve Living Trust dated March 11 2014, and acknowledged the foregoing instrument.

Dated this 3 day of September, 2025.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-8-26

GRANTOR

DATED this 3 day of September, 2025.

Jane A. Tolve
Jane A. Tolve, Co-Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Jane A. Tolve, Co-Trustee of the David and Jane Tolve Living Trust dated March 11 2014, and acknowledged the foregoing instrument.

Dated this 3 day of September, 2025.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-8-26

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

www.sflands.com

PROJECT NO.: 2023-059-34

DATE: 3/3/2025

INITIALS: BRR

EXHIBIT 'A'

TAX LOT 171206B000301

PARCEL A: RIGHT-OF-WAY DEDICATION

THAT PORTION OF THE LAND DESCRIBED IN THAT CERTAIN STATUTORY BARGAIN AND SALE DEED RECORDED MARCH 10, 2015, INSTRUMENT NUMBER 2015-008032 DESCHUTES COUNTY OFFICIAL RECORDS, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, SAID PORTION BEING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT FROM WHICH A 3-1/4 INCH ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 6 BEARS NORTH 76°54'11" WEST A DISTANCE OF 74.98 FEET; THENCE SOUTH 44°33'45" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°03'12" EAST A DISTANCE OF 188.00 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD MARKING THE NORTH 1/16 CORNER BEARS SOUTH 02°06'44" WEST A DISTANCE OF 1080.11 FEET, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF TUMALO RESERVOIR MARKET ROAD NO. 11A AS ESTABLISHED ON NOVEMBER 5, 1926 BY DESCHUTES COUNTY COMMISSIONER'S JOURNAL 2, PAGE 119 AND AS SHOWN ON THAT MAP OF TUMALO RESERVOIR MARKET ROAD NO. 11A BY ROBERT B. GOULD DATED 1926, SAID POINT ALSO BEING 30.00 FEET RIGHT OF CENTERLINE P.C. STATION 53+19.2 PER SAID 1926 SAID MAP OF TUMALO RESERVOIR MARKET ROAD NO. 11A.

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

HEREIN DESCRIPTION CONTAINS 3,293 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).



RENEWS: 12/31/2026

