

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px; text-align: center;"> <p>REVIEWED</p> <hr style="width: 50%; margin: 0 auto;"/> <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
HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT
Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The
Larry R. Green and Nancy L. Green Revocable Trust UTD 9/12/06
File No.: 004

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The Larry R. Green and Nancy L. Green Revocable Trust UTD 9/12/06** (“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 **Thirty Five Thousand Dollars (\$35,000.00)**

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 **Thirty Five Thousand Dollars (\$35,000.00)**. 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 or their contractor shall install permanent in-kind fencing where permanent fencing is removed from the dedication area. Any gates removed by the project will be restored or replaced in-kind. County or their contractor will ensure that, when required during construction, temporary fences are established to keep Grantor's livestock corralled.
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.

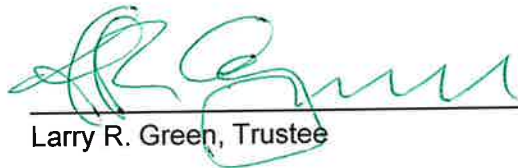
(Signature Page to Follow)

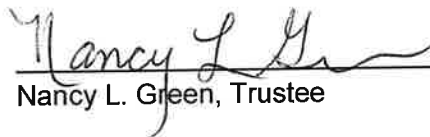
THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it and agree to be bound by its terms and conditions.

GRANTOR

DATED this 20th day of June, 2022.

**The Larry R. Green and Nancy L. Green
Revocable Trust UTD 9/12/06**


Larry R. Green, Trustee

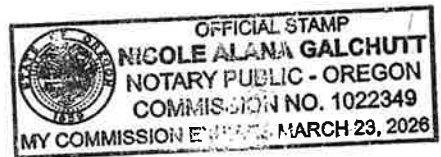

Nancy L. Green, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Larry R. Green, Trustee acknowledged the foregoing instrument.

Dated this 20th day of June, 2022.


NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/28/2022

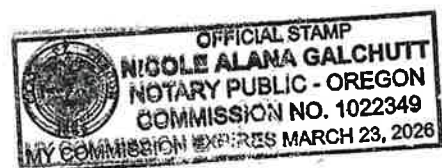


STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Nancy L. Green, Trustee, acknowledged the foregoing instrument.

Dated this 20th day of June, 2022.


NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/28/2022



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 004
Tax Lot 161233B001100

RIGHT OF WAY DEDICATION

A parcel of land lying in LOT 6, BLOCK 1, "POHAKU RANCH" in the Northwest 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 Warranty Deed to Larry R. Green and Nancy L. Green as Trustees or the Successor Trustee of The Larry R. and Nancy L. Green Revocable Trust UTD 9/12/06, recorded October 21, 2010 as Instrument No. 2010-41920, Deschutes County Official Records, the said parcel being that portion of said property lying southeasterly of the following described line:

BEGINNING at a point that bears South 45°31'01" West, 1800.38 feet from the North one-quarter corner of Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point being 32.30 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 140+35.00 per Deschutes County Survey No. 20520;

Thence on a 370.00 foot radius curve to the right, the radius point of which bears South 32°01'23" East, through a central angle of 25°38'31" (the long chord of which bears North 45°09'21" East, 164.21 feet) an arc distance of 165.59 feet to a point of reverse curvature at a point 31.40 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 141+89.45 per Deschutes County Survey No. 20520;

Thence on a 490.00 foot radius curve to the left, through a central angle of 29°02'38" (the long chord of which bears North 43°27'18" East, 245.74 feet) an arc distance of 248.39 feet to a point of reverse curvature at a point 36.98 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 144+56.30 per Deschutes County Survey No. 20520;

Thence on an 800.00 foot radius curve to the right, through a central angle of 11°59'46" (the long chord of which bears North 34°55'52" East, 167.19 feet) an arc distance of 167.50 feet to a point of tangency at a point 52.26 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 146+10.71 per Deschutes County Survey No. 20520;

Thence North 40°55'45" East, 147.70 feet to the terminus of said described line, said point being 22.03 feet northwesterly when measured at right angles to Hunnell Road Centerline Station 147+75.00 per Deschutes County Survey No. 20520.

Containing 6,315 square feet, more or less.

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

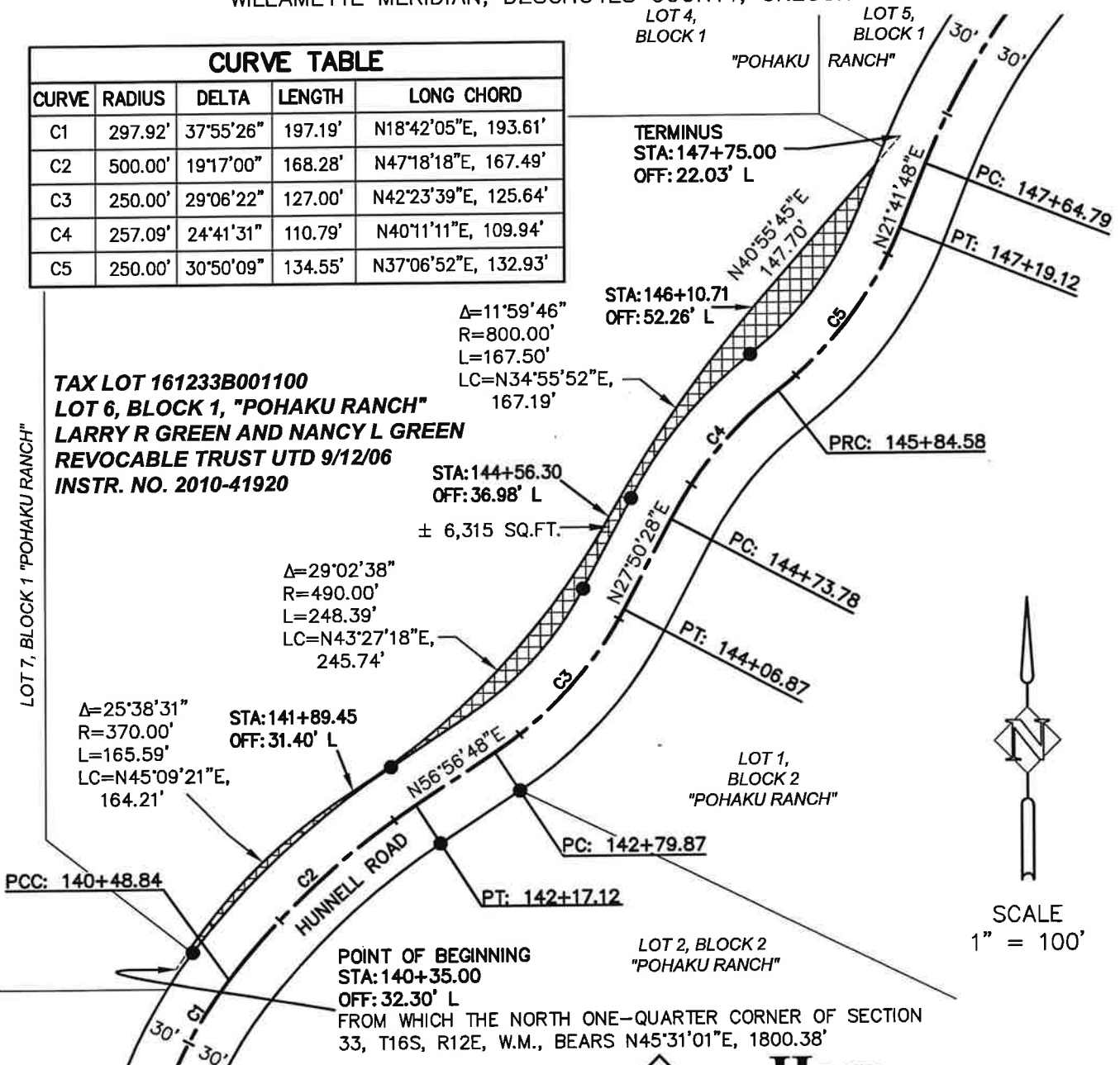
Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.



EXHIBIT "B"

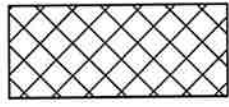
LOCATED IN LOT 6, BLOCK 1, "POHAKU RANCH" IN THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	297.92'	37°55'26"	197.19'	N18°42'05"E, 193.61'
C2	500.00'	19°17'00"	168.28'	N47°18'18"E, 167.49'
C3	250.00'	29°06'22"	127.00'	N42°23'39"E, 125.64'
C4	257.09'	24°41'31"	110.79'	N40°11'11"E, 109.94'
C5	250.00'	30°50'09"	134.55'	N37°06'52"E, 132.93'



SCALE
1" = 100'

LEGEND



RIGHT OF WAY DEDICATION
± 6,315 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL DESCRIPTION

HHPR 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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