

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

PURCHASE AGREEMENT
SOUTH CENTURY DRIVE: SUNRIVER CORRIDOR INTERSECTIONS
IMPROVEMENT PROJECT
MHC TT, L.P.
File No.: 001

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

RECITALS

1. South Century Drive and Huntington Road are part of the County road system under the jurisdiction and control of County.
2. County is constructing the South Century Drive: Sunriver Corridor Intersections Improvement project, which includes improvement of the intersection of South Century Drive and Huntington 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 deed of dedication and

temporary construction easement for the total purchase price of **Thirty-Three Thousand Three Hundred and 00/100 (\$33,300.00)**.

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 deed of dedication 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 deed of dedication, 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 Grantor's 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 (both the dedication and the temporary construction easement) 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 deed of dedication and temporary construction easement, County will deliver payment to Grantor in the amount of **Thirty-Three Thousand Three Hundred and 00/100 Dollars \$33,300.00**. The County will not require you to vacate the property being acquired earlier than 90 days following this letter or within 30 days after payment (less deposits) whichever is later. You will be given the specific date to vacate the area acquired, when payment is made to you.
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.
4. The rights granted herein shall be subject to any and all existing easements, rights of way, covenants, liens, and other encumbrances affecting 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 19th day of AUGUST, 2025.

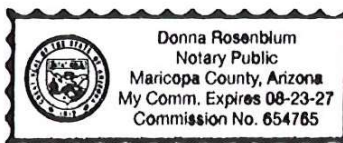
Bardya Kahrabaie
Name: BARDYA KAHRABAIE
Title: VICE PRESIDENT

STATE OF ARIZONA)
County of MARICOPA) SS.

Before me, a Notary Public, personally appeared BARDYA KAHRABAIE, and acknowledged the foregoing instrument.

Dated this 19th day of AUGUST, 2025

Donna Rosenblum
NOTARY PUBLIC FOR MARICOPA COUNTY, AZ
My Commission Expires: 8/23/2027



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: _____

**EXHIBIT A
RIGHT-OF-WAY DEDICATION
TAX LOT 2510
TAX MAP 20 11 00**

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

99.04 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'00", AND A CHORD OF SOUTH 87°00'17" EAST 98.91 FEET;

THENCE NORTH 87°55'43" EAST 369.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 14°16'13" EAST 299.13 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 1.72 ACRES MORE OR LESS.

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

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Digitally signed by Corey Pacheco
DN: cn=US,

Corey Pacheco
Email: cpacheco@parametrix.com,
CN=Corey Pacheco
Date: 2025.03.25 16:05:44-0700

**OREGON
JULY 11, 2023
COREY PACHECO
101863**

EXPIRES: 12-31-2026

**EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
TAX LOT 2510
TAX MAP 20 11 00**

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE 45.40 FEET CURVE TO THE RIGHT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 04°38'43", AND A CHORD OF NORTH 79°36'56" WEST 45.39 FEET;

THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH 12°10'30" EAST 15.06 FEET;

THENCE SOUTH 77°49'38" EAST 30.70 FEET;

THENCE NORTH 58°28'17" EAST 387.51 FEET;

THENCE NORTH 37°02'38" EAST 104.51 FEET;

THENCE NORTH 65°39'47" EAST 200.00 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 14°16'13" WEST 89.58 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 24,463 SQUARE FEET MORE OR LESS.

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

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Digitally signed by Corey Pacheco
DN: c=US,
Email=cpacheco@parametrix.com,
cn=Corey Pacheco
Date: 2025.03.25 16:05:10-0700

**OREGON
JULY 11, 2023
COREY PACHECO
101863**

EXPIRES: 12-31-2026





ROW

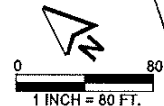
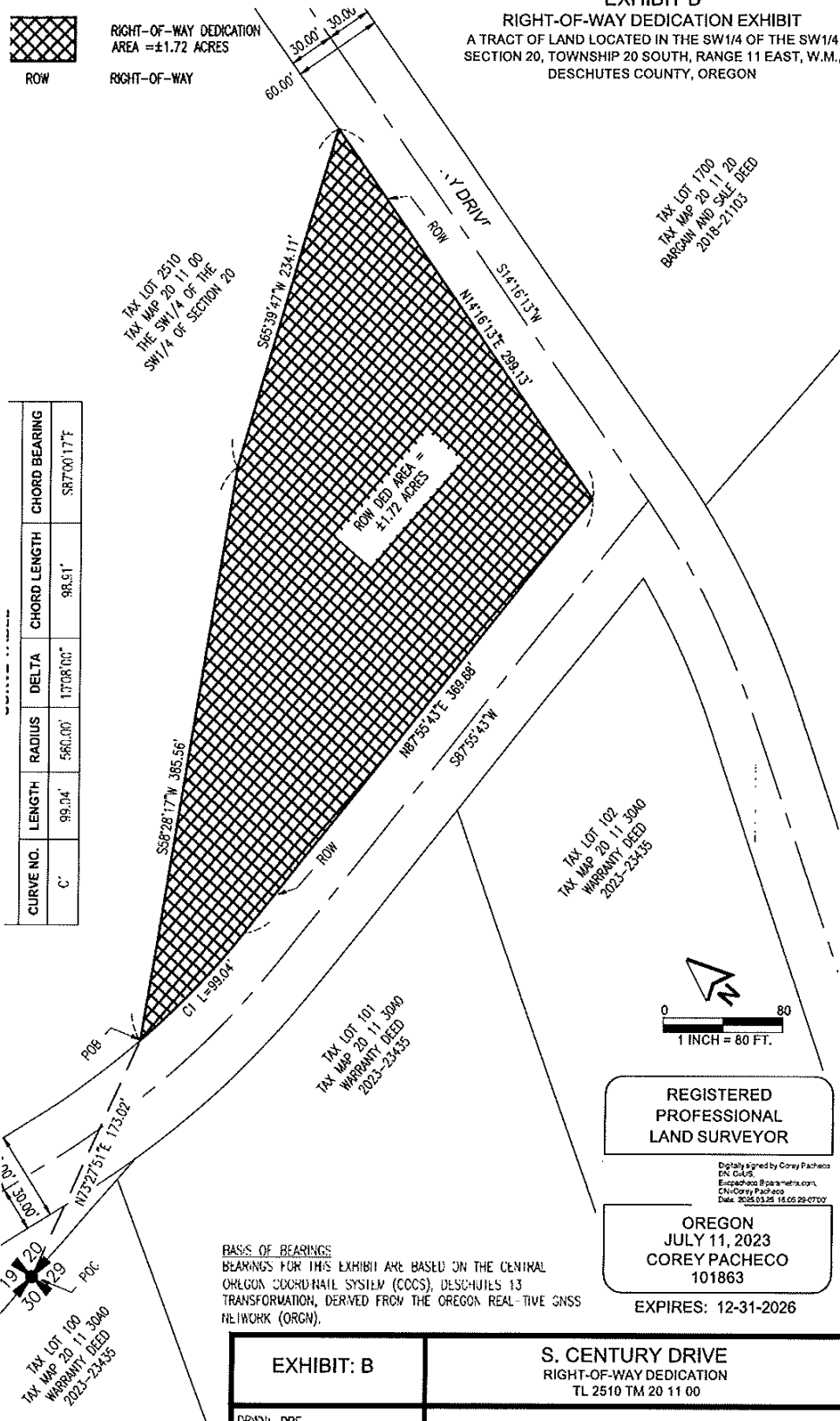
RIGHT-OF-WAY DEDICATION
AREA = ±1.72 ACRES

RIGHT-OF-WAY

EXHIBIT B

RIGHT-OF-WAY DEDICATION EXHIBIT
A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF THE
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C'	99.04'	580.00'	177°08'00"	98.91'	S87°00'17"E



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally signed by Corey Pacheco
DN: cn=Corey Pacheco,
ou=Parametrix, email=Corey.Pacheco@parametrix.com,
c=US

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

BASIS OF BEARINGS
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL
OREGON COORDINATE SYSTEM (CCOS), DESCHUTES 13
TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS
NETWORK (ORGN).

EXHIBIT: B

S. CENTURY DRIVE
RIGHT-OF-WAY DEDICATION
TL 2510 TM 20 11 00

DRWN: DRF

CHKD: CAP

JOB: 297-2509-013

DATE: JANUARY 6, 2025

Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710

PREPARED FOR
DESCHUTES COUNTY

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	45.40'	560.00'	4°38'43"	N79°36'56"W

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	15.06'	N12°10'30"E
L2	30.70'	S77°49'38"E

