

REVIEWED LEGAL COUNSEL	For Recording Stamp Only
After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701	

PURCHASE AGREEMENT
Tumalo Reservoir Road Improvement Project
Guy Earl Pettit and Judy Lynne Pettit
Trustees of the Pettit Family Trust dated May 28, 2015
File No.: 01

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **Guy Earl Pettit and Judy Lynne Pettit, Trustees of the Pettit Family Trust dated May 28, 2015**, ("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 **Two Thousand and No/100 Dollars (\$2,000.00)**.
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 **Two Thousand and No/100 Dollars (\$2,000.00)**. 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.

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 7th day of October, 2025.

Guy Earl Pettit
Guy Earl Pettit, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Guy Earl Pettit, Trustee of the Pettit Family Trust dated May 28, 2015, and acknowledged the foregoing instrument.

Dated this 7th day of October, 2025.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/2026

GRANTOR

DATED this 7th day of October, 2025.

Judy Lynne Pettit
Judy Lynne Pettit, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Judy Lynne Pettit, Trustee of the Pettit Family Trust dated May 28, 2015, and acknowledged the foregoing instrument.

Dated this 7th day of October, 2025.



Jill Marie Wyatt
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

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 1611330001601

PARCEL A: RIGHT-OF-WAY DEDICATION

THAT PORTION OF THE LAND DESCRIBED IN THAT CERTAIN STATUTORY WARRANTY DEED RECORDED JUNE 1, 2015, INSTRUMENT NUMBER 2015-20659 DESCHUTES COUNTY OFFICIAL RECORDS, SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (S1/2 SE1/4 SE1/4 SE1/4) OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT FROM WHICH A 3-1/4 INCH ALUMINUM CAP SET PER ORGEON CORNER RESTORATION RECORD NO. 0892, DATED NOVEMBER 14, 1988 BEARS SOUTH 49°50'17" EAST A DISTANCE OF 39.31 FEET; THENCE NORTH 00°05'29" WEST A DISTANCE OF 80.00 FEET TO A POINT FROM WHICH A 5/8 INCH IRON ROD MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 33 BEARS SOUTH 87°48'43" WEST A DISTANCE OF 2612.55 FEET, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COLLINS MARKET ROAD AS ESTABLISHED ON MARCH 18, 1927 BY DESCHUTES COUNTY COMMISSIONER'S JOURNAL 2, PAGE 163 AND AS SHOWN ON THAT MAP OF COLLINS MARKET ROAD NO. 53 BY ROBERT B. GOULD DATED 1927, SAID POINT ALSO BEING A POINT OF CURVATURE 30.00 FEET RIGHT OF CENTERLINE STATION 107+35.9 PER SAID 1927 MAP OF COLLINS MARKET ROAD.

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

HEREIN DESCRIPTION CONTAINS 406 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) (2011).



RENEWS: 12/31/2026

