

<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. 27<sup>th</sup> Street  Bend, Oregon 97701</p>	<p>For Recording Stamp Only</p>
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**PURCHASE AGREEMENT**

**POWELL BUTTE HIGHWAY / BUTLER MARKET ROAD ROUNDABOUT PROJECT**  
**Jesse R. Dent and Kimberly A. Dent, or their successors, as Trustees of the Jesse and Kimberly Dent Joint Trust dated January 8, 2018**  
**File No.: 02**

**THIS AGREEMENT** is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **Jesse R. Dent and Kimberly A. Dent, or their successors, as Trustees of the Jesse and Kimberly Dent Joint Trust dated January 8, 2018**, ("Grantor"), on the following terms and conditions:

**RECITALS**

1. Powell Butte Highway and Butler Market Road are part of the County road system under the jurisdiction and control of County.
2. County is constructing the Powell Butte Highway / Butler Market Road project on Powell Butte Highway and Butler Market 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 purchase price of **Fifty-Eight Thousand Four Hundred and No/100 Dollars (\$58,400.00)**.
2. County agrees to provide the relocation benefits due to the Grantor in the form of the reimbursement amount of **Fifty-Two Thousand Seven Hundred Seventy One and No/100 Dollars (\$52,771.00)**. Reimbursement to be provided upon completion of the relocation of the personal property.
3. 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 constitutes 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 Dedication Deed, County will deliver payment to Grantor in the amount of **Fifty-Eight Thousand Four Hundred and No/100 Dollars (\$58,400.00).**
2. County will provide Grantor with the specific date to vacate the area acquired upon delivery of payment. County will not require Grantor to vacate the property being acquired earlier than 90 days following County's Offer Letter or within 30 days after delivery of payment (less deposits), whichever is later.

3. County agrees to provide relocation payment due to the Grantor upon verification of the personal property having been moved. The relocation reimbursement is for the amount of **Fifty-Two Thousand Seven Hundred Seventy One and No/100 Dollars (\$52,771.00)**.
4. 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 4 day of December, 2023.

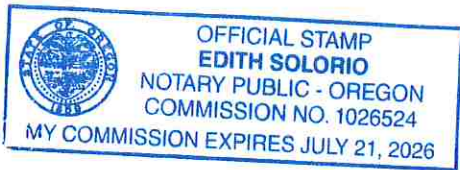
Jesse R. Dent, Trustee  
Jesse R. Dent, Trustee

Kimberly A. Dent, Trustee  
Kimberly A. Dent, Trustee

STATE OF OREGON )  
 ) SS.  
County of Deschutes )

Before me, a Notary Public, personally appeared Jesse R. Dent, Trustee, and acknowledged the foregoing instrument.

Dated this 4 day of December, 2023.

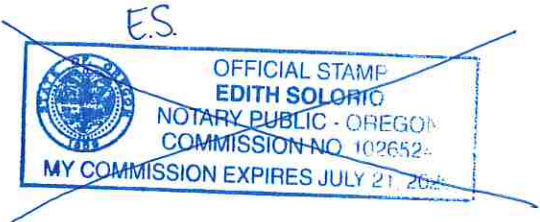


Edith Solorio  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: July 21, 2026

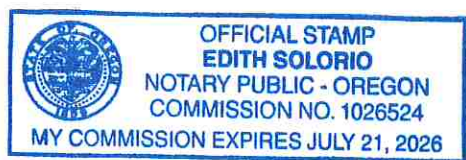
STATE OF OREGON )  
 ) SS.  
County of Deschutes )

Before me, a Notary Public, personally appeared Kimberly A. Dent, Trustee, and acknowledged the foregoing instrument.

Dated this 4 day of December, 2023.



Edith Solorio  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: July 21, 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: \_\_\_\_\_



## Exhibit "A"

### LEGAL DESCRIPTION

CWE-01

April 28, 2023

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### RIGHT OF WAY DEDICATION

A tract of land, being a portion of that property described in Document Number 2018-01199 Deschutes County Official Records, located in the Southeast one-quarter of the Southeast one-quarter of Section 18, Township 17 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

All of that property described in said Document Number 2018-01199 falling south and east of the following line:

**Beginning** at a point on the centerline of Butler Market Road No.5 ("A" - Main) alignment at station 293+68.69;

Thence, North 00°00'35" West a distance of 31.19 feet to the north Right-of-Way of Butler Market Road No.5 ("A" - Main);

Thence, continuing North 00°00'35" West a distance of 65.52 feet;

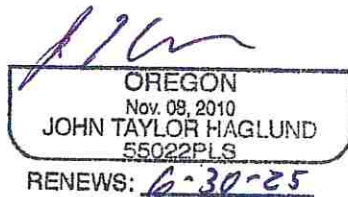
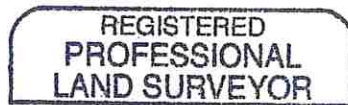
Thence, North 31°12'33" East a distance of 253.27 feet to a point on the west Right-of-Way of Powell Butte Highway, said point being 40.00 feet left of Powell Butte Highway ("C") centerline station 4+44.97;

Thence, continuing North 31°12'33" East a distance of 77.17 feet to a point on the centerline of Powell Butte Highway ("C") at station 5+10.97, said centerline also being the east line of Section 18;

Contains 18,595 square feet more or less.

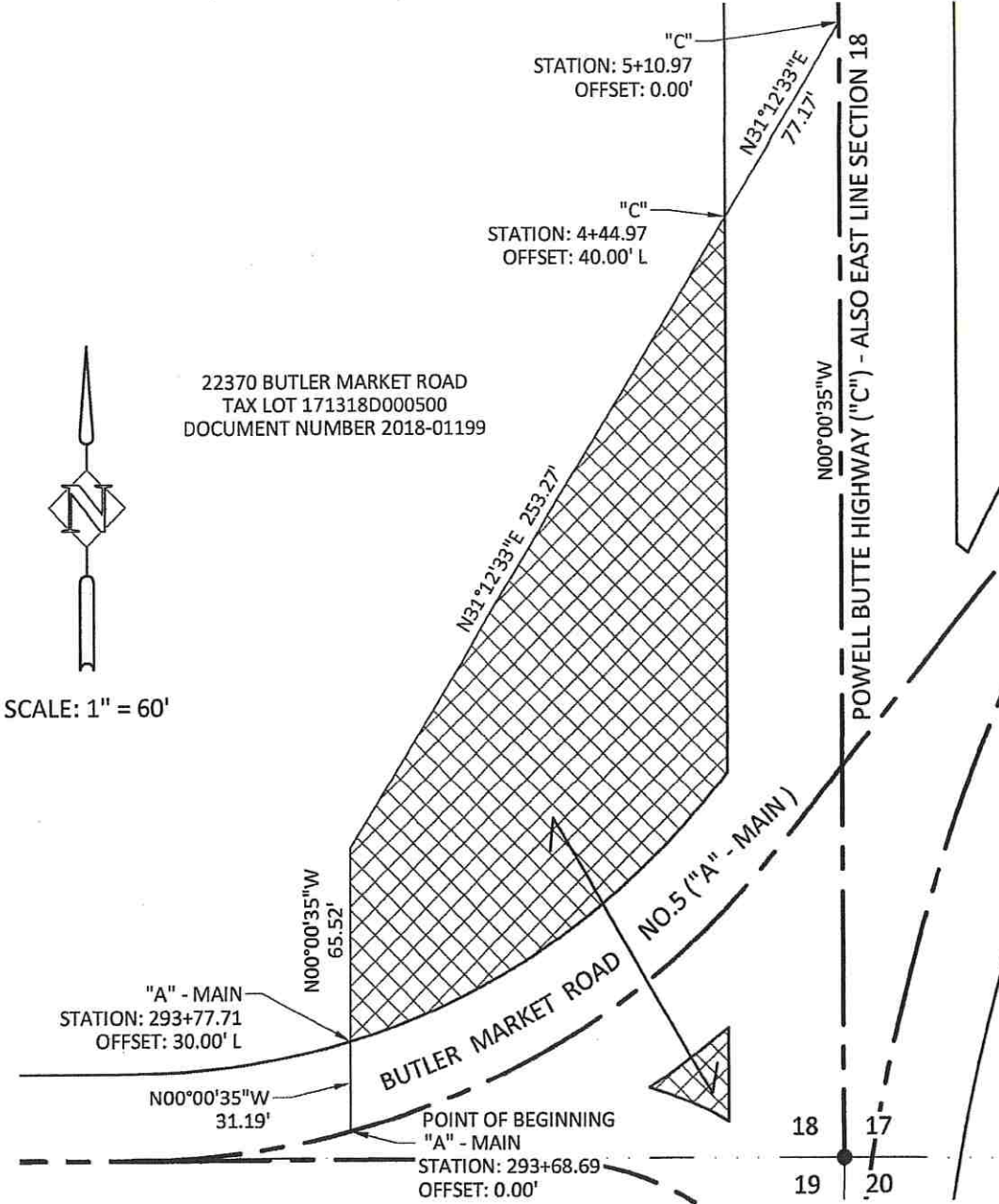
Bearings and road centerline stationing are based on CS21027, Deschutes County Survey Records.

See the attached Exhibit "B", entitled "RIGHT-OF-WAY DEDICATION", which is made a part hereof.

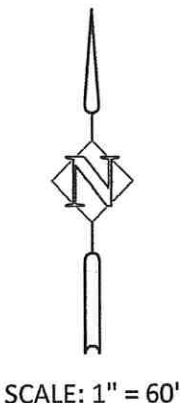


# EXHIBIT "B" RIGHT-OF-WAY DEDICATION

LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18,  
TOWNSHIP 17 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



22370 BUTLER MARKET ROAD  
TAX LOT 171318D000500  
DOCUMENT NUMBER 2018-01199



BEARINGS AND ROAD STATIONING  
ARE PER CS21027 DESCHUTES  
COUNTY SURVEY RECORDS.

### LEGEND

- RIGHT-OF-WAY DEDICATION  
± 18,595 SQUARE FEET (0.43 ACRES)
- FOUND MONUMENT PER CS21027

SEE ATTACHED LEGAL DESCRIPTION  
EXHIBIT A

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Taylor Haglund*  
OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2025

**Harper  
Houf Peterson  
Righellis Inc.**

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