

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px; text-align: center;"> REVIEWED <hr style="width: 50%; margin: 0 auto;"/> LEGAL COUNSEL </div> <p>After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701</p>	For Recording Stamp Only
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PURCHASE AGREEMENT
POWELL BUTTE HIGHWAY / BUTLER MARKET ROAD ROUNDABOUT PROJECT
Samuel Walker and George Walker, not as tenants in common but with rights of
survivorship
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 **Samuel Walker and George Walker, not as tenants in common but with rights of survivorship**, ("Grantor"), on the following terms and conditions:

RECITALS

1. Powell Butte Highway and Butler Market Road 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 (One Hundred Four Thousand Five Hundred and No/100 Dollars) (\$104,500.00).

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 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 **One Hundred Four Thousand Five Hundred and No/100 Dollars (\$104,500.00)**. 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)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

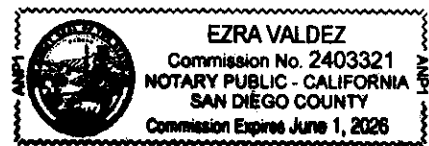
On December 7, 2023 before me, Ezra Valdez, Notary Public
(insert name and title of the officer)

personally appeared SAMUEL WALKER,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *ev* (Seal)



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 07 day of December, 2023.

Samuel Walker
Samuel Walker

George Walker
George Walker

STATE OF OREGON ^{California})
County of San Diego) SS.

Before me, a Notary Public, personally appeared Samuel Walker, and acknowledged the foregoing instrument.

Dated this 7 day of December, 2023.

EZRA VALDEZ
NOTARY PUBLIC FOR OREGON ^{California}
My Commission Expires: June 01, 2026
See attached

STATE OF OREGON)
County of Deschutes) SS.

Before me, a Notary Public, personally appeared George Walker, and acknowledged the foregoing instrument.

Dated this 19 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

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 _____, 20__.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

CWE-01

April 28, 2023

Page 1 OF 1

RIGHT OF WAY DEDICATION

A tract of land, being a portion of that property described in Document Number 2021-68988 Deschutes County Official Records, located in the Northeast one-quarter of the Northeast one-quarter of Section 19, 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 2021-68988 falling north and east of the following line:

Beginning at a point on the centerline of Bend – Prineville Market Road No.14 ("B") at station 101+92.84;

Thence, North 11°41'15" West a distance of 148.46 feet to the west Right-of-Way of Bend – Prineville Market Road No.14 ("B");

Thence, continuing North 11°41'15" West a distance of 92.04 feet;

Thence, North 00°01'47" West a distance of 264.47 feet;

Thence, North 27°40'55" West a distance of 186.85 feet;

Thence, North 47°10'19" West a distance of 201.87 feet;

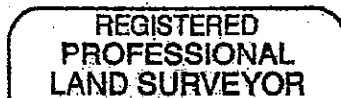
Thence, North 70°32'52" West a distance of 298.43 feet to a point on the south Right-of-Way of Butler Market Road No.5, said point being 30.00 feet right of Butler Market Road No.5 ("A" - Main) centerline station 289+74.37.

Thence, continuing North 70°32'52" West a distance of 89.22 feet to the centerline of Butler Market Road No.5 ("A" – Main) at station 288+90.35.

Contains 78,955 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.

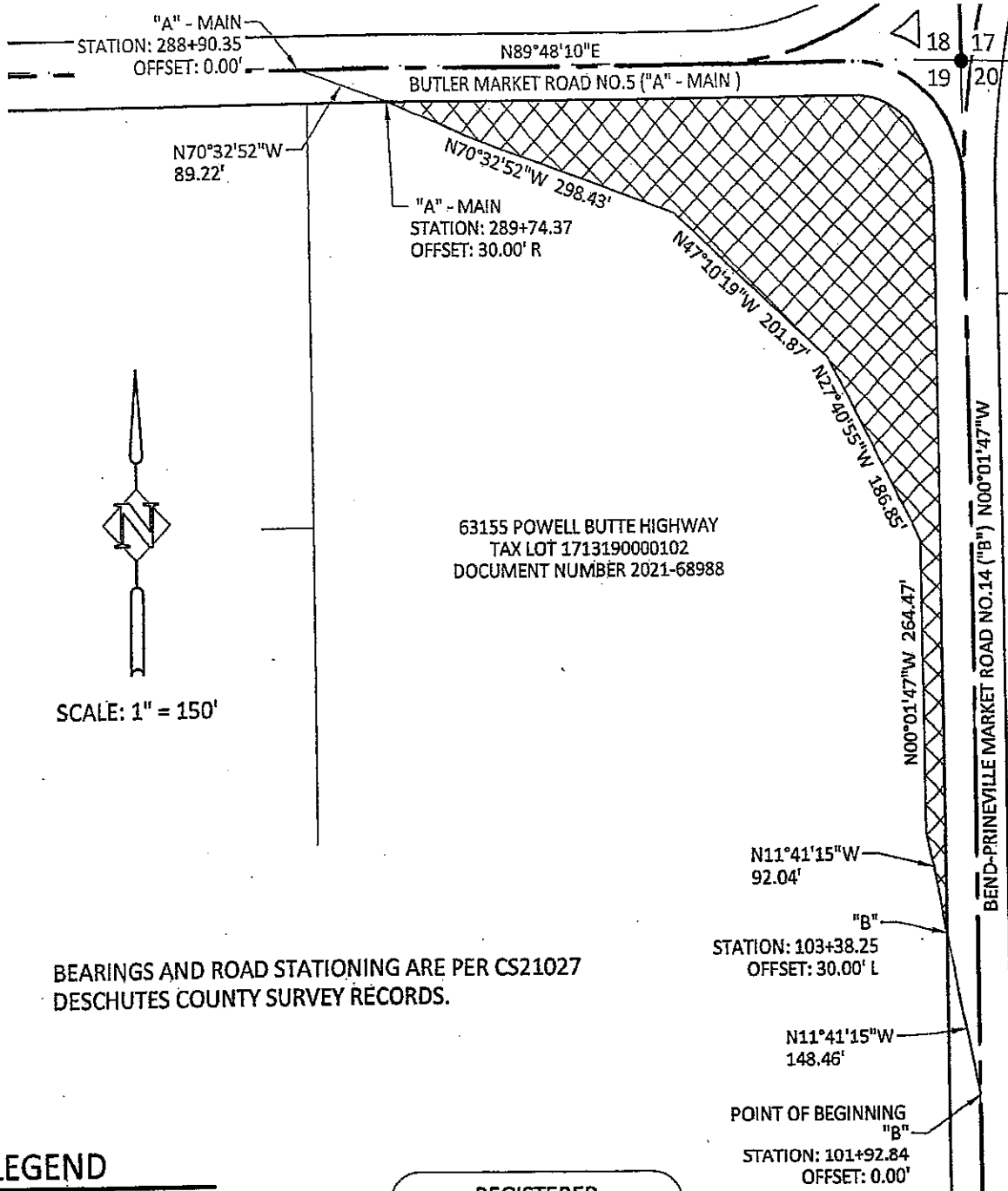


RENEWS: 6-30-25

EXHIBIT "B"

RIGHT-OF-WAY DEDICATION

LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 19,
TOWNSHIP 17 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



LEGEND

RIGHT-OF-WAY DEDICATION
± 78,995 SQUARE FEET (1.81 ACRES)

● - FOUND MONUMENT PER CS21027

SEE ATTACHED LEGAL DESCRIPTION
EXHIBIT A.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

J. Taylor Haglund
OREGON
NOVEMBER 08, 2010
JOHN TAYLOR HAGLUND
55022

RENEWS: 6-30-2025



**Harper
Houf Peterson
Righellis Inc.**

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