

<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. 27<sup>th</sup> Street  Bend, Oregon 97701</p>	For Recording Stamp Only
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**PURCHASE AGREEMENT**  
**HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT**  
**Michael V. Ferns and Dorothy A. Ferns, as Co-Trustees of the Ferns Revocable**  
**Trust U/T/A dated April 18, 2019**  
**File No.: 007**

**THIS AGREEMENT** is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Michael V. Ferns and Dorothy A. Ferns, as Co-Trustees of the Ferns Revocable Trust U/T/A dated April 18, 2019**, (“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 **Eighty Thousand Dollars (\$80,000.00)**.

## **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 **Eighty Thousand Dollars (\$80,000.00)**. 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, State, or their contractor shall install permanent in-kind fencing where permanent fencing is removed from the dedication and/or permanent slope easement areas. Any gates removed by the project will be restored or replaced in-kind. County, State, 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 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Michael V. Ferns, Trustee

  
\_\_\_\_\_  
Dorothy A. Ferns, Trustee

STATE OF OREGON            )  
  ) SS.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Michael A. Ferns, Trustee,  
acknowledged the foregoing instrument.

Dated this 17<sup>th</sup> day of May, 2022.



Sarah Ann Johnson  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

STATE OF OREGON            )  
  ) SS.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Dorothy A. Ferns, Trustee,  
acknowledged the foregoing instrument.

Dated this 17<sup>th</sup> day of May, 2022.



Sarah Ann Johnson  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

**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 007  
Tax Lot 161228C001600

**RIGHT OF WAY DEDICATION**

A parcel of land lying in LOT 20, BLOCK 2, "GLACIER VIEW FIRST ADDITION" in the Southwest one-quarter of Section 28, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Warranty Deed to Michael V. Ferns and Dorothy A. Ferns, as Co-Trustees of the Ferns Revocable Trust U/T/A dated April 18, 2019, recorded April 23, 2019 as Instrument No. 2019-12762, 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 87°34'10" West, 174.17 feet from the North one-quarter corner of Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point being 23.14 feet northerly when measured at right angles to Hunnell Road Centerline Station 158+10.00 per Deschutes County Survey No. 20520; Thence North 43°46'15" East, 47.60 feet to a point of curvature at a point 57.41 feet northerly when measured at right angles to Hunnell Road Centerline Station 158+43.03 per Deschutes County Survey No. 20520;

Thence on a 490.00 foot radius curve to the left, through a central angle of 27°00'03" (the long chord of which bears North 30°16'13" East, 228.78 feet) an arc distance of 230.91 feet to the terminus of said described line, said point being 50.81 feet westerly when measured at right angles to Hunnell Road Centerline Station 162+40.00 per Deschutes County Survey No. 20520.

Containing 11,906 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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 8, 2019  
REED CARLSON BEAUDUY  
93377

RENEWS: 12-31-2021

SIGNED: 08-08-2021



# EXHIBIT "B"

LOCATED IN LOT 20, BLOCK 2 "GLACIER VIEW FIRST ADDITION" IN THE  
SOUTHWEST ONE QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH,  
RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

LOT 19, BLOCK 2  
"GLACIER VIEW FIRST ADDITION"

TAX LOT 161228C001600  
LOT 20, BLOCK 2  
"GLACIER VIEW FIRST ADDITION"  
FERNS REVOCABLE TRUST U/T/A  
DATED APRIL 18, 2019  
INSTR. NO. 2019-12762

TERMINUS  
STA: 162+40.00  
OFF: 50.81' L

$\Delta = 27^{\circ}00'03''$   
 $R = 490.00'$   
 $L = 230.91'$   
 $LC = N30^{\circ}16'13''E,$   
 $228.78'$

$\pm 11,906$  SQ.FT.

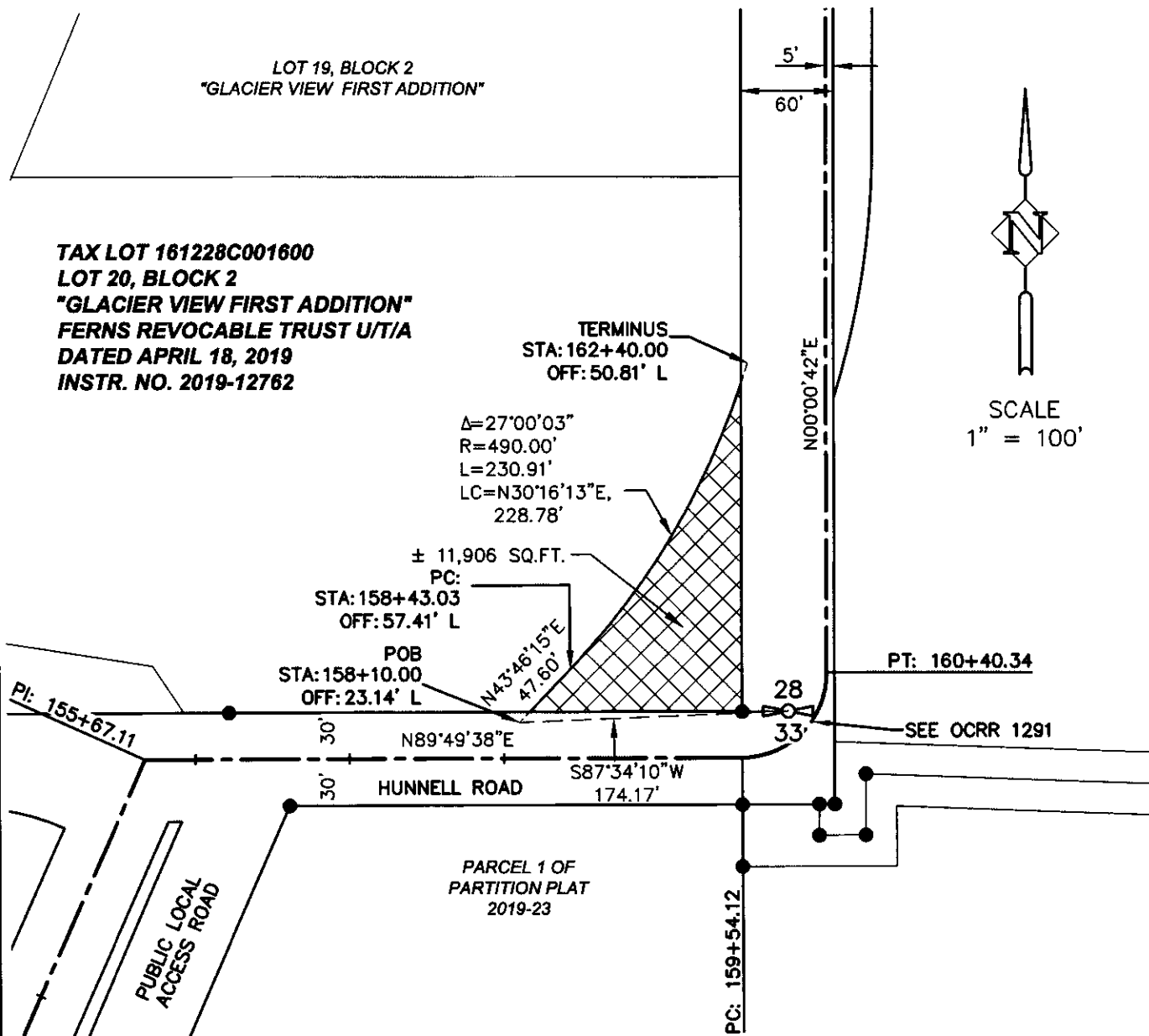
PC:  
STA: 158+43.03  
OFF: 57.41' L

POB  
STA: 158+10.00  
OFF: 23.14' L

$N43^{\circ}46'15''E$   
 $47.60'$



SCALE  
1" = 100'



## LEGEND



RIGHT OF WAY DEDICATION  
 $\pm 11,906$  SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL  
DESCRIPTION



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS

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