

<p style="text-align: center;">REVIEWED</p> <hr style="width: 50%; margin: auto;"/> <p style="text-align: center;">LEGAL COUNSEL</p>	<p>For Recording Stamp Only</p>
<p>After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701</p>	

PURCHASE AGREEMENT
HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT
Gregory P Sullivan and Alisa D Sullivan, as Tenants by the Entirety
File No.: 002

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Gregory P Sullivan and Alisa D Sullivan, as Tenants by the Entirety** (“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 **Sixty-One Thousand Four Hundred Dollars (\$61,400.00)**.

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 **Sixty-One Thousand Four Hundred Dollars (\$61,400.00)**. 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 or their contractor shall install permanent white vinyl ranch fencing where permanent fencing is removed from the dedication area. Any gates removed by the project will be restored or replaced in-kind. County 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 13 day of May, 2022.



Gregory P Sullivan

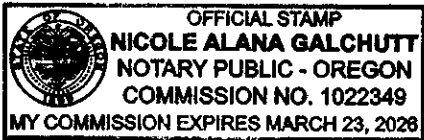


Alisa D Sullivan

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Gregory P Sullivan,
acknowledged the foregoing instrument.

Dated this 13 day of May, 2022.

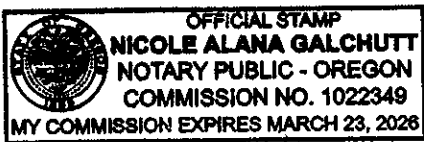


Nicole Alana Galchutt
NOTARY PUBLIC FOR OREGON
My Commission Expires: March 23, 2026

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Alisa D Sullivan acknowledged
the foregoing instrument.

Dated this 13 day of May, 2022.



Nicole Alana Galchutt
NOTARY PUBLIC FOR OREGON
My Commission Expires: March 23, 2026

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 002
Tax Lot 1612330000907

PARCEL 1 - RIGHT OF WAY DEDICATION

A parcel of land lying in Parcel 2 Partition Plat No. 2002-15 in the Southwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to Gregory P Sullivan and Alisa D Sullivan, as Tenants by the Entirety, recorded December 20, 2016 as Instrument No. 2016-052727, Deschutes County Official Records, said parcel described as follows:

BEGINNING at a point on the easterly right of way line of Hunnell Road, said point being South 45°48'02" West, 390.28 feet of the West One-sixteenth corner common to Section 4, Township 17 South, Range 12 East, and Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point also being 30.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 95+43.57 per Deschutes County Survey No. 20520;

Thence along said easterly right of way line North 13°41'20" West, 158.45 feet to a non-tangent point of curvature at a point 30.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 97+02.02 per Deschutes County Survey No. 20520;

Thence continuing along said easterly right of way line on a non-tangent 265.23 foot radius curve to the right, the radius point of which bears North 76°20'22" East, through a central angle of 25°56'42" (the long chord of which bears North 00°41'18" West 119.08 feet) an arc distance of 120.10 feet to a non-tangent point of curvature at a point 30.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 98+35.70 per Deschutes County Survey No. 20520;

Thence continuing along said easterly right of way line on a non-tangent 273.95 foot radius curve to the right, the radius point of which bears South 77°45'38" East, through a central angle of 59°18'34" (the long chord of which bears North 41°53'39" East, 271.09 feet) an arc distance of 283.58 feet to a point 30.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 101+50.34 per Deschutes County Survey No. 20520;

Thence leaving said easterly right of way line South 45°22'48" East, 25.00 feet to a non-tangent point of curvature;

Thence on a non-tangent 575.00 foot radius curve to the right, the radius point of which bears North 45°22'48" West, through a central angle of 01°08'52" (the long chord of which bears South 45°11'38" West, 11.52 feet) an arc distance of 11.52 feet to a point of reverse curvature;

Thence on a 465.00 foot radius curve to the left through a central angle of 43°46'50" (the long chord of which bears South 23°52'39" West, 346.73 feet) an arc distance of 355.31 feet to a point;

Thence North 88°00'46" West, 25.00 feet to a non-tangent point of curvature;

Thence on a non-tangent 490.00 foot radius curve to the left, the radius point of which bears South 88°00'46" East, through a central angle of 15°40'34" (the long chord of which bears South 05°51'03" East, 133.65 feet) an arc distance of 134.06 feet to the POINT OF BEGINNING herein described.

Containing 15,161 square feet, more or less.

See map attached as Exhibit "B", which is made a part hereof.

PARCEL 2 - RIGHT OF WAY DEDICATION

A parcel of land lying in Parcel 2 Partition Plat No. 2002-15 in the Southwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Statutory Warranty Deed recorded December 20, 2016 as Instrument No. 2016-052727, Deschutes County Official Records, said parcel described as follows:

BEGINNING at a point on the westerly right of way line of Hunnell Road, said point being North 33°56'49" West, 306.68 feet of the West One-sixteenth corner common to Section 4, Township 17 South, Range 12 East, and Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point also being 30.00 feet westerly when measured at right angles to Hunnell Road Centerline Station 101+36.26 per Deschutes County Survey No. 20520;

Thence leaving said westerly right of way line on a non-tangent 490.00 foot radius curve to the left, the radius point of which bears North 46°55'35" West, through a central angle of 39°30'21" (the long chord of which bears North 23°19'15" East, 331.20 feet) an arc distance of 337.86 feet to a point on said westerly right of way line, said point being 30.00 feet westerly when measured at right angles to Hunnell Road Centerline Station 105+42.34 per Deschutes County Survey No. 20520,

Thence along said westerly right of way line South 03°34'05" West, 200.37 feet to a point of curvature at a point 30.00 feet westerly when measured at right angles to Hunnell Road Centerline Station 103+41.97 per Deschutes County Survey No. 20520;

Thence continuing along said westerly right of way line on a 100.00 foot radius curve to the right, through a central angle of 72°55'04" (the long chord of which bears South 40°01'37" West 118.85 feet) an arc distance of 127.27 feet to a point of reverse curvature at a point 30.00 feet

northerly when measured at right angles to Hunnell Road Centerline Station 101+76.53 per Deschutes County Survey No. 20520;

Thence continuing along said westerly right of way line on a 333.95 foot radius curve to the left, the radius point of which bears South 13°30'51" East, through a central angle of 07°35'28" (the long chord of which bears South 72°41'25" West, 44.21 feet) an arc distance of 44.24 feet to the POINT OF BEGINNING herein described.

Containing 4,877 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.

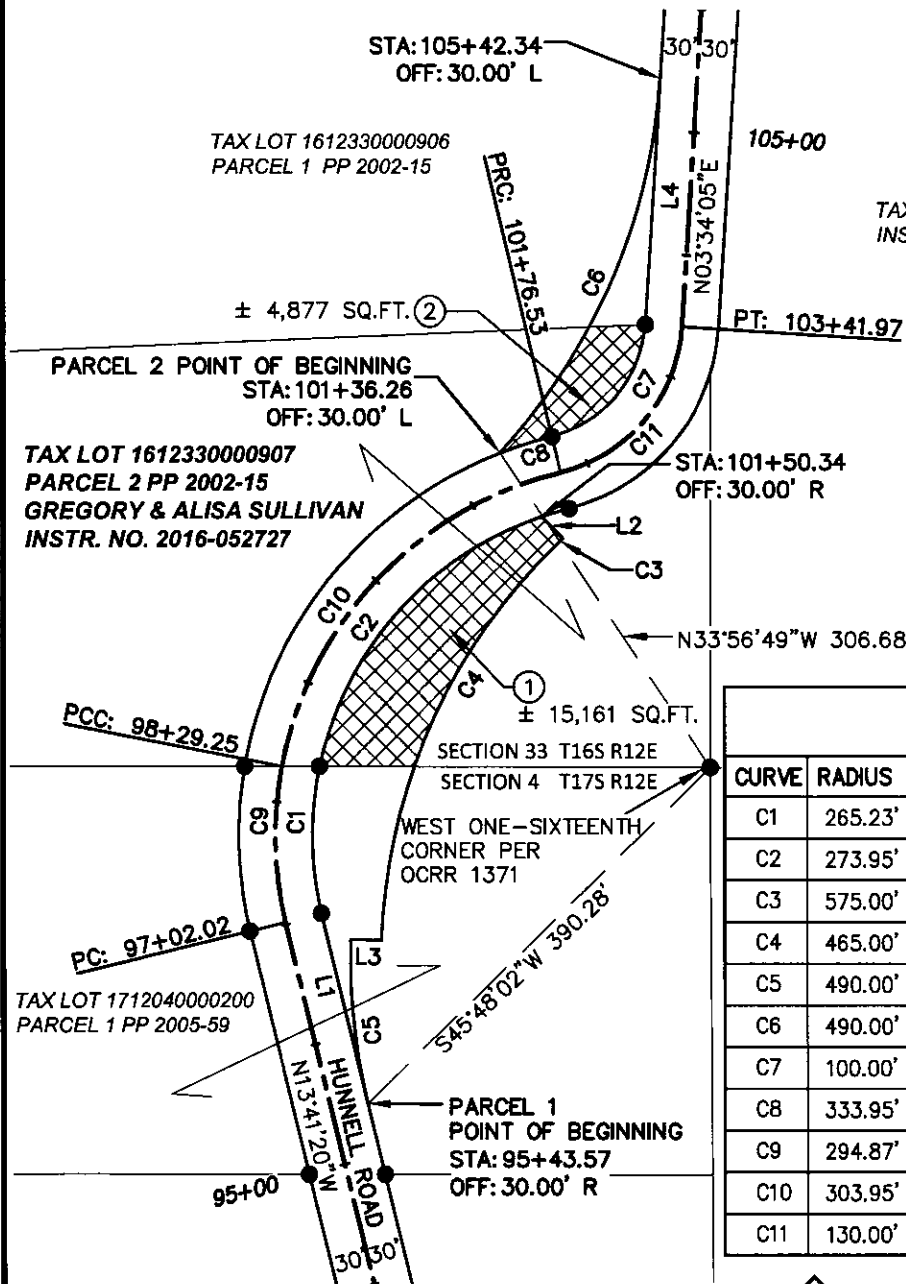


EXHIBIT "B"

LOCATED IN PARCEL 2 PARTITION PLAT 2002-15 IN THE SOUTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



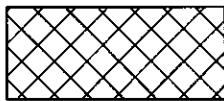
SCALE
1" = 150'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N13°41'20"W	158.45'
L2	S45°22'48"E	25.00'
L3	N88°00'46"W	25.00'
L4	S03°34'05"W	200.37'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	265.23'	26°56'42"	120.10'	N00°41'18"W, 119.08'
C2	273.95'	59°18'34"	283.58'	N41°53'39"E, 271.09'
C3	575.00'	01°08'52"	11.52'	S45°11'38"W, 11.52'
C4	465.00'	43°46'50"	355.31'	S23°52'39"W, 346.73'
C5	490.00'	15°40'34"	134.06'	S05°51'03"E, 133.65'
C6	490.00'	39°30'21"	337.86'	N23°19'15"E, 331.20'
C7	100.00'	72°55'04"	127.27'	S40°01'37"W, 118.85'
C8	333.95'	07°35'28"	44.24'	S72°41'25"W, 44.21'
C9	294.87'	24°43'17"	127.23'	N01°19'01"W, 126.24'
C10	303.95'	65°27'46"	347.27'	N43°45'16"E, 328.69'
C11	130.00'	72°55'04"	165.45'	N40°01'37"E, 154.50'

LEGEND



- ① RIGHT OF WAY DEDICATION ± 15,161 SQ.FT.
- ② RIGHT OF WAY DEDICATION ± 4,877 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

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