

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

**PURCHASE AGREEMENT**  
**SOUTH CENTURY DRIVE: SUNRIVER CORRIDOR INTERSECTIONS**  
**IMPROVEMENT PROJECT**  
**Robert F. Nottelmann**  
**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 **Robert F. Nottelmann**, ("Grantor"), on the following terms and conditions:

**RECITALS**

1. South Century Drive and Huntington Road are part of the County road system under the jurisdiction and control of County.
2. County is constructing the South Century Drive: Sunriver Corridor Intersections Improvement project, which includes improvement of the intersection of South Century Drive and Huntington 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 deed of dedication and

temporary construction easement for the total purchase price of **Seven Thousand Six Hundred and 00/100 (\$7,600.00)**.

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 deed of dedication and temporary construction easement 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 deed of dedication, 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 Grantor's 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 (both the dedication and the temporary construction easement) 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 deed of dedication and temporary construction easement, County will deliver payment to Grantor in the amount of **Seven Thousand Six Hundred and 00/100 Dollars (\$7,600.00)**. 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. Prior to completion of the project, County or their contractor shall replace existing trees to be removed within the temporary construction easement on a one-for-one basis with 6 foot-height ponderosa pine trees to be planted within the temporary construction easement area. Existing trees to be replaced shall only include live trees with a diameter at breast height (DBH) of 4 inches or more.

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**

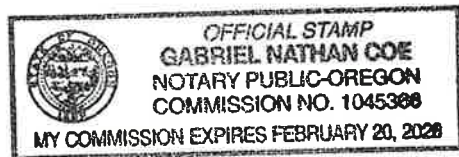
DATED this 21 day of July, 2025

  
\_\_\_\_\_  
Robert F. Nottelmann, Owner

STATE OF Oregon )  
County of Deschutes ) SS.

Before me, a Notary Public, personally appeared Robert F. Nottelmann and acknowledged the foregoing instrument.

Dated this 21 day of July, 2025.



  
\_\_\_\_\_  
NOTARY PUBLIC FOR Oregon  
My Commission Expires: 02/20/2028

**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**  
**RIGHT-OF-WAY DEDICATION**  
**TAX LOT 102**  
**TAX MAP 20 11 30AO**

A TRACT OF LAND, BEING A PORTION OF PARCEL 1 DESCRIBED IN WARRANTY DEED 2023-23435, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE SOUTH 89°28'50" EAST 564.56 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO);

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87°55'43" EAST 52.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTINGTON ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY 100.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 565.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'33", AND A CHORD OF SOUTH 24°14'55" WEST 100.70 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 06°45'16" WEST 90.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 2,500 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

Corey Pacheco

Digitally signed by Corey Pacheco  
DN: cn=US,  
E=cpacheco@parametrix.com,  
CN=Corey Pacheco  
Date: 2025.03.25 16:06:23-0700

**OREGON  
JULY 11, 2023  
COREY PACHECO  
101863**

**EXPIRES: 12-31-2026**



**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**TAX LOT 102**  
**TAX MAP 20 11 30AO**

A 10.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF PARCEL 1 TAXLOT DESCRIBED IN WARRANTY DEED 2023-23435, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE SOUTH 89°26'02" EAST 554.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO) SOUTH CENTURY DRIVE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87°55'43" EAST 10.03 FEET;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 06°45'16" EAST 90.57 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTINGTON ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

10.69 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 565.00 FEET, THROUGH A CENTRAL ANGLE OF 1°05'02", AND A CHORD OF SOUTH 29°54'12" WEST 10.69 FEET;

THENCE SOUTH 30°26'43" WEST 5.99 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 06°45'16" WEST 104.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 977 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

Corey Pacheco

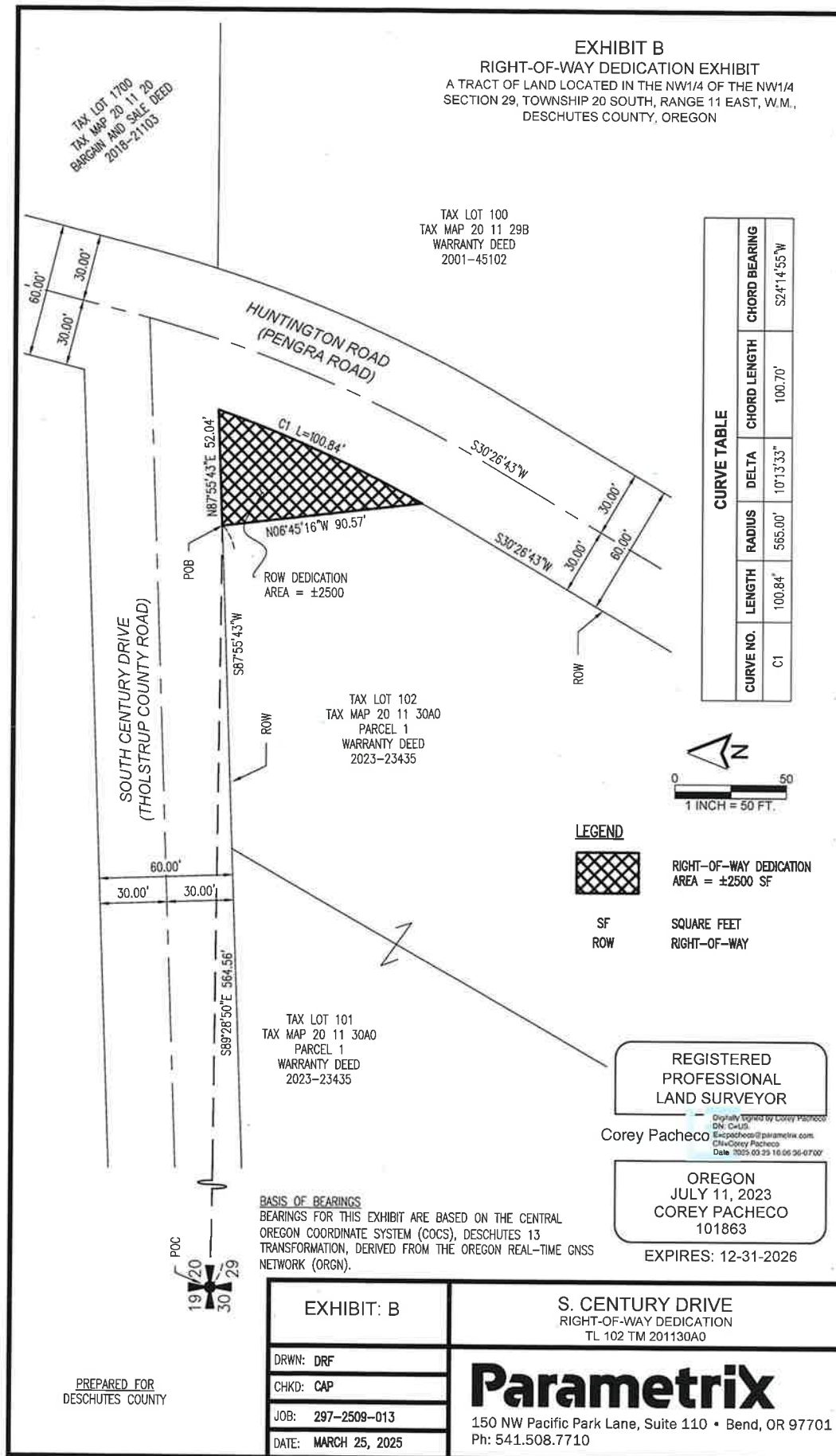
Digitally signed by Corey Pacheco  
DN: C=US,  
E=cpacheco@parametrix.com,  
CN=Corey Pacheco  
Date: 2025.03.25.16:05:02-07'00'

**OREGON  
JULY 11, 2023  
COREY PACHECO  
101863**

**EXPIRES: 12-31-2026**



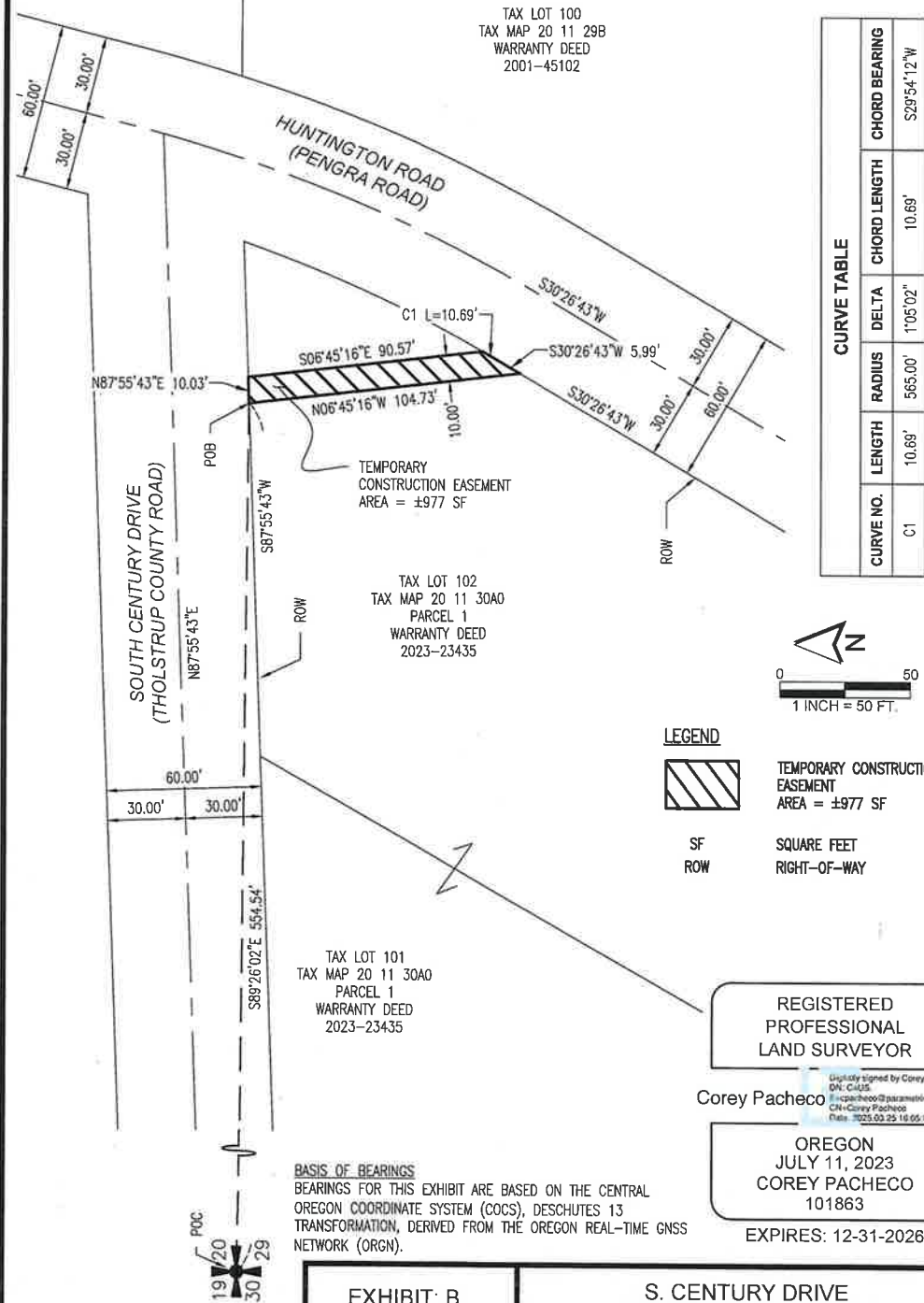
**EXHIBIT B**  
**RIGHT-OF-WAY DEDICATION EXHIBIT**  
 A TRACT OF LAND LOCATED IN THE NW1/4 OF THE NW1/4  
 SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,  
 DESCHUTES COUNTY, OREGON



PREPARED FOR  
 DESCHUTES COUNTY

EXHIBIT: B	S. CENTURY DRIVE RIGHT-OF-WAY DEDICATION TL 102 TM 201130A0
DRWN: DRF	<b>Parametrix</b> 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710
CHKD: CAP	
JOB: 297-2509-013	
DATE: MARCH 25, 2025	

**EXHIBIT B**  
**RIGHT-OF-WAY DEDICATION EXHIBIT**  
 A TRACT OF LAND LOCATED IN THE NW1/4 OF THE NW1/4  
 SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,  
 DESCHUTES COUNTY, OREGON



CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH
C1	10.69'	565.00'	1°05'02"	10.69'
				CHORD BEARING
				S29°54'12\"W



**LEGEND**



TEMPORARY CONSTRUCTION  
 EASEMENT  
 AREA = ±977 SF

SF  
 ROW

SQUARE FEET  
 RIGHT-OF-WAY

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

Corey Pacheco

OREGON  
 JULY 11, 2023  
 COREY PACHECO  
 101863

EXPIRES: 12-31-2026

**BASIS OF BEARINGS**  
 BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL  
 OREGON COORDINATE SYSTEM (COCs), DESCHUTES 13  
 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS  
 NETWORK (ORGN).

PREPARED FOR  
 DESCHUTES COUNTY

EXHIBIT: B

S. CENTURY DRIVE  
 TEMPORARY CONSTRUCTION EASEMENT  
 TL 102 TM 201130A0

DRWN: DRF

CHKD: CAP

JOB: 297-2509-013

DATE: JANUARY 7, 2025

**Parametrix**

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701  
 Ph: 541.508.7710