

<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**  
**HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT**  
**Russell L. Cooper and Lori C. Cooper, as tenants by the entirety**  
**File No.: 001**

**THIS AGREEMENT** is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Russell L. Cooper and Lori C. Cooper, 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 **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** by dedication deed for the purchase price of **Thirty Thousand Two Hundred Dollars (\$30,200.00)**

## **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 **Thirty Thousand Two Hundred Dollars (\$30,200.00)**. 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 allow existing fence within the existing right of way to remain.
4. Within one (1) year after Project completion and absent any unforeseeable circumstances that may be encountered prior to Project completion, County will initiate proceedings to vacate unused right of way outside of 30 feet from Project road centerline or five (5) feet from Project toe of fill slope, whichever is greater, on the west side of Hunnell Road along the Grantor's frontage provided that the Grantor is the rightful owner of the land abutting the vacated property at the time the vacation proceedings are to be initiated and provided that the Grantor executes a utility easement over the vacated right of way. Upon this vacation, Grantor can construct a new fence on the new right of way boundary.

## **GENERAL PROVISIONS**

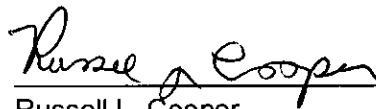
1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.
2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will 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 Pages 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 5<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Russell L. Cooper

  
\_\_\_\_\_  
Lori C. Cooper

**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 001  
Tax Lot 1712040000200

**RIGHT OF WAY DEDICATION**

A parcel of land lying in Parcel 1 Partition Plat No. 2005-59 in the Northwest one-quarter of Section 4, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to Russell L. Cooper and Lori C. Cooper, as tenants by the entirety, recorded September 7, 2017 as Instrument No. 2017-035707, 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  $43^{\circ}46'50''$  (the long chord of which bears South  $23^{\circ}52'39''$  West, 346.73 feet) an arc distance of 355.31 feet to a point;

Thence North  $88^{\circ}00'46''$  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  $88^{\circ}00'46''$  East, through a central angle of  $15^{\circ}40'34''$  (the long chord of which bears South  $05^{\circ}51'03''$  East, 133.65 feet) an arc distance of 134.06 feet to the POINT OF BEGINNING herein described.

Containing 9,628 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 PARCEL 1 PARTITION PLAT 2005-59 IN THE NORTHWEST ONE QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

TAX LOT 1612330000907  
PARCEL 2 2002-15

TAX LOT 1612330000907  
PARCEL 2 PP 2005-59

TAX LOT 1712040000200  
PARCEL 1 PP 2005-59  
RUSSELL & LORI COOPER  
INSTR. NO. 2017-035707

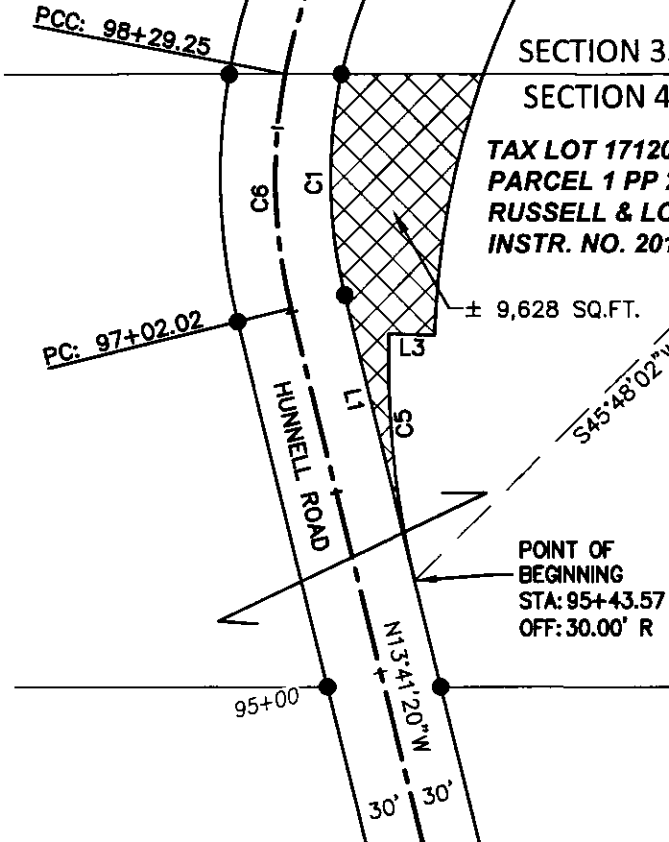


SCALE  
1" = 100'

WEST ONE-SIXTEENTH CORNER  
PER OCRR 1371

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'

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	294.87'	24°43'17"	127.23'	N01°19'01"W, 126.24'
C7	303.95'	65°27'46"	347.27'	N43°45'16"E, 328.69'



## LEGEND



RIGHT OF WAY DEDICATION  
± 9,628 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL  
DESCRIPTION



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS

250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

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