

<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. 27th 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
Starwood Association, an Oregon corporation
File No.: 012

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Starwood Association, an Oregon corporation**, (“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 a permanent easement for the purchase price of **Four Thousand Dollars (\$4,000.00)**

GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and permanent 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. 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 (both the dedication and the permanent slop 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 warranty deed and temporary construction easement, County will deliver payment to Grantor in the amount of **Four Thousand Dollars (\$4,000.00)**. 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.

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

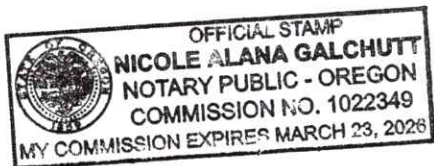
DATED this 6 day of MAY, 2022.

Starwood Association, an Oregon corporation

By: <u>[Signature]</u>	By: <u>_____</u>
Name: <u>JAMES D. PORTER</u>	Name: <u>_____</u>
Its: <u>ASSOCIATION PRESIDENT</u>	Its: <u>_____</u>

STATE OF OREGON)
) SS.
County of Deschutes)

This record was acknowledged before me on May 6,
20 22 by James Porter as association president
and _____ as _____ of Starwood
Association, an Oregon corporation.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: March 23, 2026 ¹⁷

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 012
Tax Lot 161228DC00099

PERMANENT EASEMENT

A parcel of land lying in the Southeast 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 Starwood Association, an Oregon Corporation, recorded March 22, 1984 as Instrument No. 84-4734, Deschutes County Official Records, said parcel lying westerly of the following described line:

BEGINNING at a point on the easterly right of way line of Hunnell Road, said point being North 8°27'46" West, 204.13 feet from the South one-quarter corner of Section 28, Township 16 South, Range 12 East, Willamette Meridian, said point also being 5.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 162+17.35 per Deschutes County Survey No. 20520;

Thence leaving said easterly right of way line on a non-tangent 550.00 foot radius curve to the left, the radius point of which bears North 72°38'48" West, through a central angle of 17°20'29" (the long chord of which bears North 08°40'57" East, 165.83 feet) an arc distance of 166.47 feet to a point of tangency being 30.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 163+81.28 per Deschutes County Survey No. 20520,

Thence North 00°00'42" East, 653.62 feet to a point of curvature being 17.16 feet easterly when measured at right angles to Hunnell Road Centerline Station 170+36.55 per Deschutes County Survey No. 20520,

Thence on an 800.00 foot radius curve to the left, through a central angle of 10°20'17" (the long chord of which bears North 05°09'26" West, 144.15 feet) an arc distance of 144.35 feet to a point of reverse curvature at a point 29.06 feet easterly when measured at right angles to Hunnell Road Centerline Station 171+74.99 per Deschutes County Survey No. 20520;

Thence on a 740.00 foot radius curve to the right, through a central angle of 10°20'17" (the long chord of which bears North 05°09'26" West, 133.34 feet) an arc distance of 133.52 feet to the terminus of said described line, said point being 30.00 feet easterly when measured at right angles to Hunnell Road Centerline Station 173+16.09 per Deschutes County Survey No. 20520.

Containing 5,576 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

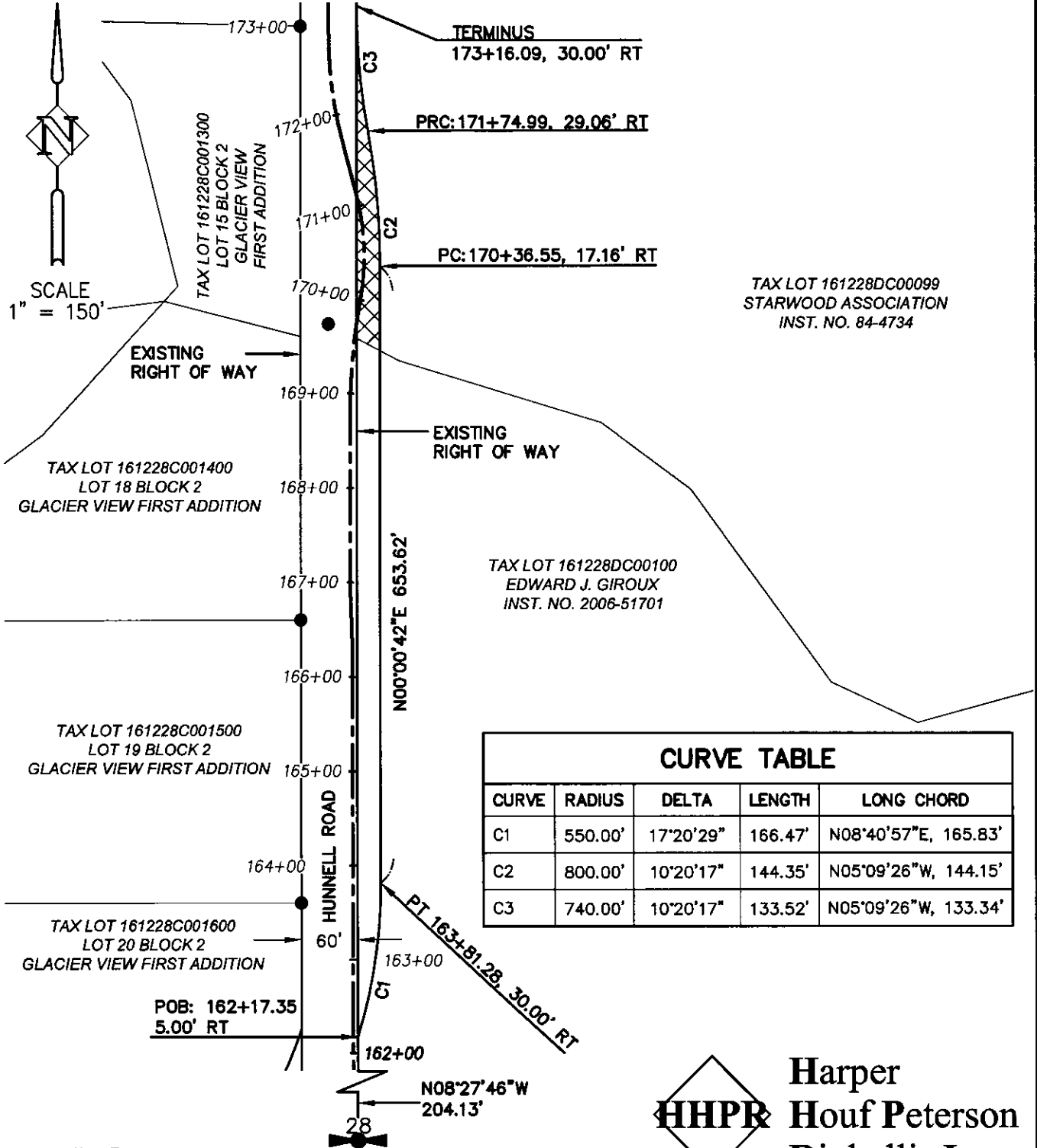


OREGON
JANUARY 8, 2019
REED CARLSON BEAUDUY
93377

RENEWALS: 12-31-2023
SIGNED: 04-20-2022

EXHIBIT "B"

LOCATED IN THE SOUTH ONE HALF OF SECTION 28,
TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN,
DESCHUTES COUNTY, OREGON



TAX LOT 161228DC00099
STARWOOD ASSOCIATION
INST. NO. 84-4734

TAX LOT 161228DC00100
EDWARD J. GIROUX
INST. NO. 2006-51701

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	550.00'	17°20'29"	166.47'	N08°40'57"E, 165.83'
C2	800.00'	10°20'17"	144.35'	N05°09'26"W, 144.15'
C3	740.00'	10°20'17"	133.52'	N05°09'26"W, 133.34'

LEGEND

- PERMANENT EASEMENT ±5,576 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.hpr.com fax: 541.318.1141
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