

<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
Jeffrey L. Mishler who acquired title as Jeffery L. Mishler and Elizabeth M. Mishler, as tenants by the entirety
File No.: 005

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Jeffrey L. Mishler who acquired title as Jeffery L. Mishler and Elizabeth M. Mishler, 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 5A** by dedication deed for the purchase price of **Forty-Five Thousand Four Hundred Seventy-One Dollars (\$45,471.00)**.
2. Grantor shall convey to County a temporary construction easement for the real property described in the attached **Exhibit 5B** for the purchase price of **Nine Hundred Twenty-Nine Dollars (\$929.00)**.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or two (2) 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 dedication deed 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. As soon as Grantor delivers the dedication deed and temporary construction easement 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 and temporary construction easement, County will deliver payment to Grantor in the amount of **Forty-Six Thousand Four Hundred Dollars (\$46,400.00)**. 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.

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)

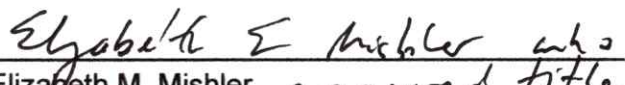
THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it and agree to be bound by its terms and conditions.

GRANTOR

DATED this 18th day of March, 2022.



Jeffrey L. Mishler who acquired title
as Jeffery L. Mishler

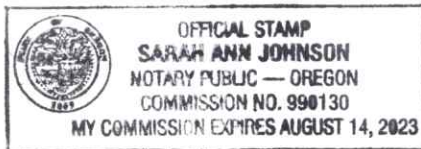


Elizabeth M. Mishler acquired title as
Elizabeth M. Mishler

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Jeffrey L. Mishler who acquired title as Jeffery L. Mishler, acknowledged the foregoing instrument.

Dated this 18th day of March, 2022.



Sarah 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 ~~Elizabeth M. Mishler,~~ Elizabeth E. Mishler who acquired title as Elizabeth M. Mishler (S)

acknowledged the foregoing instrument.

Dated this 18th day of March, 2022.



Sarah 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 005B
Tax Lot 161233B00100

PARCEL 1 – TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in LOT 1, BLOCK 2, "POHAKU RANCH" in the Northwest 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 Jeffery L. Mishier and Elizabeth M. Mishier, as tenants by the entirety, recorded August 7, 2020 as Instrument No. 2020-39381, Deschutes County Official Records, said parcel described as follows:

COMMENCING at a point on the easterly right of way line of Hunnell Road, said point being South 45°04'00" West, 1088.59 feet of the North one-quarter corner of 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 147+42.15 per Deschutes County Survey No. 20520;

Thence leaving said easterly right of way line North 40°55'45" East, 77.69 feet to the BEGINNING of this description;

Thence continuing North 40°55'45" East a distance of 150.00 feet to a point;

Thence South 49°04'15" East, 15.00 feet to a point;

Thence South 40°55'45" West, 150.00 feet to a point;

Thence North 49°04'15" West, 15.00 feet to the BEGINNING of this description.

Containing 2,250 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.



RENEWS: 12-31-2021

Signature: 09-14-2021

EXHIBIT "B"

LOCATED IN LOT 1, BLOCK 2, "POHAKU RANCH" IN THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	450.00'	21°30'40"	168.95'	N32°27'08"E, 167.96'
C2	510.38'	19°05'00"	169.99'	N33°39'58"E, 169.21'



SCALE
1" = 100'

LOT 4,
BLOCK 1
"POHAKU RANCH"

LOT 5,
BLOCK 1
"POHAKU RANCH"

RIGHT OF WAY DEDICATION
± 14,812 SQ.FT.

POINT OF BEGINNING
PARCEL 1
STA: 147+42.15
OFF: 30.00' R
FROM WHICH THE NORTH
ONE-QUARTER CORNER
OF SECTION 33, T16S,
R12E, W.M., BEARS
N45°04'00"E, 1088.59'

PC: 147+64.79

PRC: 149+33.74

STA: 155+36.77
OFF: 30.00' R

HUNNELL ROAD N24°07'28"E
PUBLIC LOCAL ACCESS ROAD N23°45'00"E, 407.37'

N09°18'29"W
66.98'

S49°04'15"E
15.00'

①
± 2,250 SQ.FT.

TAX LOT 161233B000100
LOT 1, BLOCK 2,
"POHAKU RANCH"
MISHLER, JEFFERY L &
ELIZABETH M
INSTR. NO. 2020-39381

N40°35'45"E, 342.40'
S40°35'45"W, 150.00'
N49°04'15"W, 15.00'
N21°41'48"E

LEGEND



① TEMPORARY
CONSTRUCTION EASEMENT
± 2,250 SQ.FT.



RIGHT OF WAY DEDICATION
± 14,812 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL
DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

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