

CITY OF MADRAS PUBLIC NOTICE

ORDINANCE NO. 986

The City Council of the City of Madras, Oregon, will be considering approval of the following proposed ordinance during their regularly scheduled Council meeting on Tuesday, April 23, 2024 at approximately 5:30 p.m. in the Madras City Hall Council Chambers.

ORDINANCE NO. 986

AN ORDINANCE OF THE CITY OF MADRAS AMENDING THE URBAN GROWTH BOUNDARY TO INCLUDE APPROXIMATELY 42 ACRES OF CITY-OWNED LAND IN EXCHANGE FOR EXCLUDING APPROXIMATELY 42 ACRES OF CITY-OWNED LAND; ASSIGNING PLANNED RESIDENTIAL DEVELOPMENT (R-3) COMPREHENSIVE PLAN DESIGNATION TO INCLUDED LANDS.

A copy of the proposed ordinance is available for review at Madras City Hall, located at 125 SW "E" Street, between 8:00 am and 5:00 pm, Monday through Friday. The proposed ordinance can also be found on the City's website at www.ci.madras.or.us on the Public Notices page.

Published: Madras Pioneer April 17, 2024

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WHEREAS, pursuant to Resolution No. 03-2024 (the “Authorizing Resolution”), the City of Madras (“City”), through the Madras City Council (“City Council”), resolved to initiate an amendment to the Madras Comprehensive Plan to adjust City’s acknowledged urban growth boundary to include approximately 42 acres of land owned by City, which lands comprise a portion of Jefferson County Assessor’s Map and Tax Lot 1114070000100 (“Tax Lot 100”) and are further described and depicted in the attached Exhibit A and Exhibit B respectively (the “Included Lands”) in exchange for excluding approximately 42 acres of land owned by City, which lands comprise a different portion of Tax Lot 100 and are further described and depicted in the attached Exhibit C and Exhibit D respectively (the “Excluded Lands”);

WHEREAS, the proposed amendments also include designating the Included Lands as Planned Residential Development (R-3) under the Madras Comprehensive Plan, which is the same designation presently held by the Excluded Lands and thus result in no material change in the amount of R-3 designated acreage;

WHEREAS, City provided appropriate notice of the proposed amendments to the Madras Comprehensive Plan to the Department of Land Conservation and Development;

WHEREAS, after holding a duly notice public hearing on January 3, 2024, reviewing all relevant materials, considering written comments and public testimony, and evaluating compliance with applicable approval criteria, the Madras Planning Commission deliberated the matter fully and recommended that City Council approve the amendments; and

WHEREAS, after holding a duly notice public hearing on February 13, 2024, reviewing all relevant materials, considering written comments and public testimony, and evaluating compliance with applicable approval criteria, City Council deliberated the matter fully and voted to approve the amendments.

NOW, THEREFORE, the City of Madras ordains as follows:

SECTION 1: FINDINGS

- 1.1 The findings contained in the recitals and those found in the staff report delivered at the February 13, 2024 public hearing before City Council are hereby adopted and incorporated herein by reference. Council finds that

the proposed amendments are consistent with statewide land use goals, the Madras Comprehensive Plan, and all other applicable approval criteria.

SECTION 2: UGB AMENDMENT

- 2.1 The Included Lands, as described in the attached Exhibit A and depicted in the attached Exhibit B, are hereby included within the Madras urban growth boundary.
- 2.2 The Excluded Lands, as described in the attached Exhibit C and depicted in the attached Exhibit D, are hereby removed from the Madras urban growth boundary.

SECTION 3: COMPREHENSIVE PLAN DESIGNATION OF INCLUDED LANDS

- 3.1 The Included Lands are hereby designated under the Madras Comprehensive Plan as Planned Residential Development (R-3).

SECTION 4: MISCELLANEOUS

- 4.1 City staff are directed to update the Madras Comprehensive Plan and related maps to reflect this Ordinance 986 (this "Ordinance") and to take such other actions as may be necessary to further the purposes of this Ordinance.
- 4.2 If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.
- 4.3 This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this _____ day of _____, 20 _____.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

EXHIBIT A
LEGAL DESCRIPTION OF INCLUDED LANDS

[attached]

EXHIBIT B
DEPICTION OF INCLUDED LANDS

[attached]

EXHIBIT C
LEGAL DESCRIPTION OF EXCLUDED LANDS

[attached]

EXHIBIT D
DEPICTION OF EXCLUDED LANDS

[attached]



AKS ENGINEERING & FORESTRY
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #9057-04

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT A

Urban Growth Boundary and City of Madras City Limits Removal

A portion of Parcel 2 of the Partition Plat No. 2010-09, recorded as Microfilm Number 2010-3786, Deed Records of Jefferson County, located in the Northeast One-Quarter and Southeast One-Quarter of Section 7, Township 11 South, Range 14 East, Willamette Meridian, City of Madras, Jefferson County, Oregon, and being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 of Partition Plat No. 2002-12, recorded as Microfilm Number 2002-5926, Deed Records of Jefferson County; thence along the south line of said Parcel 1, South 89°07'21" East 599.97 feet to the southeast corner of said Parcel 1 and the Urban Growth Boundary (UGB) limits line and the City of Madras city limits line; thence along said UGB limits line and said city limits line on the following courses: South 47°41'24" East 1393.95 feet; thence South 08°27'59" West 346.95 feet; thence South 62°24'07" East 401.61 feet; thence South 07°20'37" West 682.98 feet; thence South 44°33'20" East 472.19 feet; thence South 41°35'10" East 651.77 feet to the southeast corner of Parcel 2 of said Partition Plat No. 2010-09; thence along the south line of said Parcel 2 and said UGB limits line and said city limits line, North 89°07'10" West 889.14 feet; thence leaving said south line along said UGB limits line and said city limits line, North 21°47'55" West 232.63 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the left (with a radial bearing of North 55°02'29" West) with a Radius of 659.00 feet, a Central Angle of 01°43'47", an Arc Length of 19.90 feet, and a Chord of North 34°05'37" East 19.89 feet; thence North 52°56'34" West 31.85 feet; thence North 21°47'55" West 47.99 feet to said UGB limits line and said city limits line; thence along said UGB limits line and said city limits line, North 41°07'25" West 509.87 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the right (with a radial bearing of North 69°51'04" East) with a Radius of 811.00 feet, a Central Angle of 03°49'28", an Arc Length of 54.13 feet, and a Chord of North 18°14'12" West 54.12 feet; thence North 33°40'53" East 306.09 feet; thence along a non-tangent curve to the right (with a radial bearing of North 84°55'23" East) with a Radius of 990.00 feet, a Central Angle of 02°11'14", an Arc Length of 37.79 feet, and a Chord of North 03°59'00" West 37.79 feet; thence along a reverse curve to the left with a Radius of 835.00 feet, a Central Angle of 37°06'32", an Arc Length of 540.81 feet, and a Chord of North 21°26'40" West 531.41 feet; thence along a reverse curve to the right with a Radius of 2600.00 feet, a Central Angle of 17°51'47", an Arc Length of 810.61 feet, and a Chord of North 31°04'02" West 807.33 feet; thence along a reverse curve to the left with a Radius of 950.00 feet, a Central Angle of 63°36'04", an Arc Length of 1054.55 feet, and a Chord of North 53°56'11" West 1001.23 feet to the west line of said Parcel 2; thence along said west line, North 00°15'35" East 164.74 feet to the Point of Beginning.

The above described tract of land contains 42.0 acres, more or less.

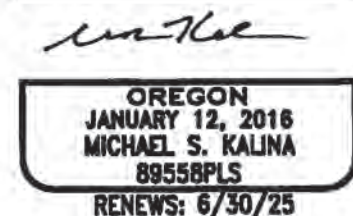
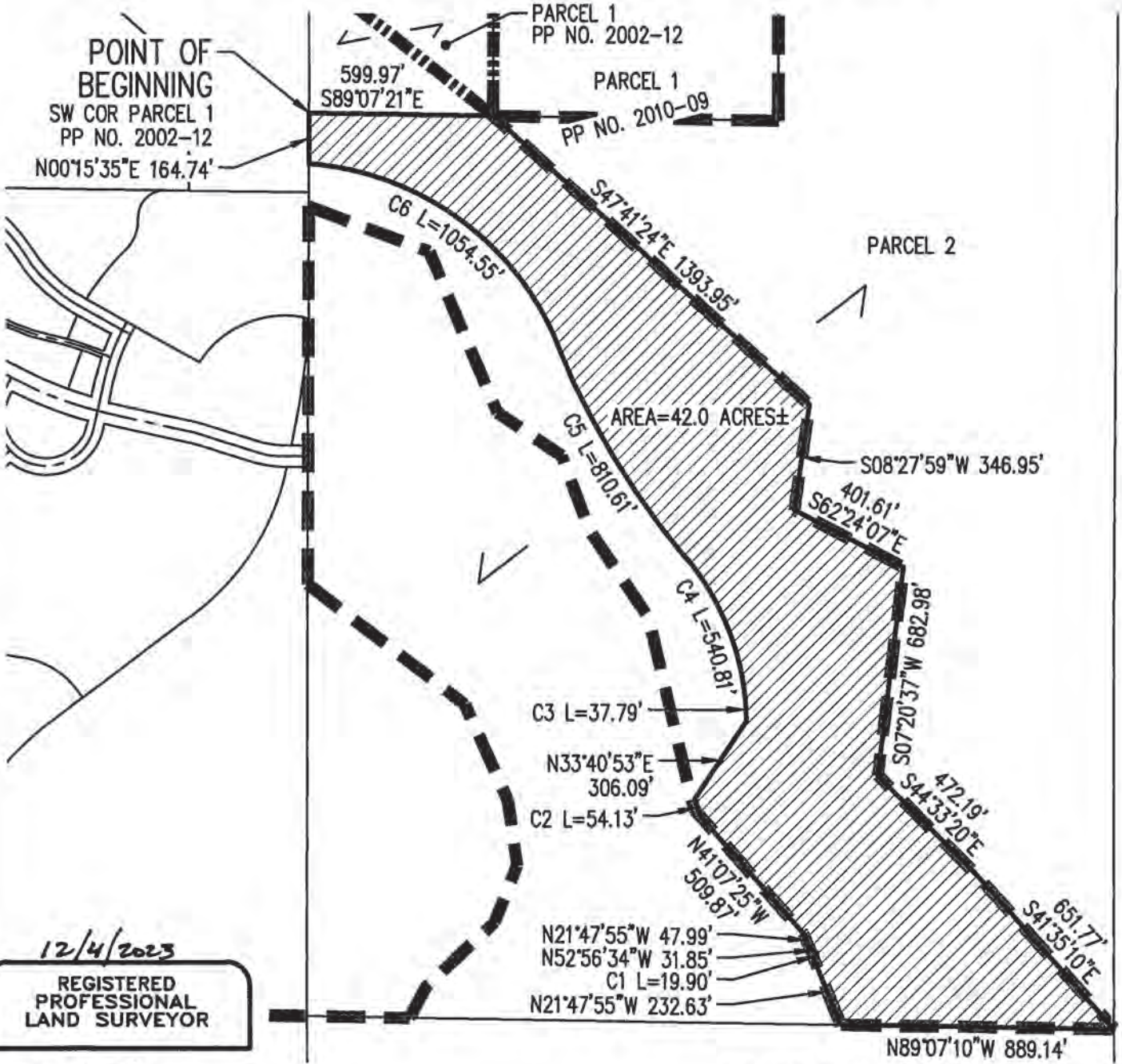


EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON



12/4/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

SEE PAGE 2 FOR CURVE DATA

SCALE: 1"=500 FEET



--- URBAN GROWTH BOUNDARY & MADRAS CITY LIMITS

==== MADRAS CITY LIMITS

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
CITY OF MADRAS CITY LIMITS
REMOVAL

TL 11140700 00100	
DRWN: WCB	CHKD: MSK
AKS JOB: 9057-04	EXHIBIT B

EXHIBIT B

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 LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
 TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON

CURVE TABLE

CURVE	RADIAL BEARING	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD
C1	N55°02'29"W	659.00'	01°43'47"	19.90'	N34°05'37"E 19.89'
C2	N69°51'04"E	811.00'	03°49'28"	54.13'	N18°14'12"W 54.12'
C3	N84°55'23"E	990.00'	02°11'14"	37.79'	N03°59'00"W 37.79'
C4		835.00'	37°06'32"	540.81'	N21°26'40"W 531.41'
C5		2600.00'	17°51'47"	810.61'	N31°04'02"W 807.33'
C6		950.00'	63°36'04"	1054.55'	N53°56'11"W 1001.23'

12/4/2023

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR



OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS

RENEWS: 6/30/25

AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
 CITY OF MADRAS CITY LIMITS
 REMOVAL

TL 11140700 00100

DRWN: WCB CHKD: MSK

AKS JOB: EXHIBIT

9057-04

B

REAL PROPERTY TRANSFER AND SATISFACTION AGREEMENT

This Real Property Transfer and Satisfaction Agreement (this "Agreement") effective as of the Effective Date (as defined below) is entered into between City of Madras ("City"), an Oregon municipal corporation, and Bean Foundation, Inc. ("Bean"), an Oregon non-profit corporation. For purposes of this Agreement, the term "Effective Date" means the date this Agreement is fully executed by the parties.

RECITALS:

- A. City and Bean are owners of contiguous parcels of real property located within City's incorporated limits.
- B. In 2004, Bean received and entertained a firm offer to purchase all Bean's real property contiguous to real property owned by City. At that time, representatives of City approached Bean with a plan which would require Bean to reject the pending offer and join City to form a strategic relationship designed to attract skilled and historically successful developers to create a master planned community on the contiguous parcels (later known as the Yarrow subdivision).
- C. In keeping with the concept to create a master planned community on the contiguous parcels, City and Bean issued a request for qualifications and after reviewing the responses, City and Bean selected Madras Land Development Company ("MLDC"). City, Bean, and MLDC then commenced three-way negotiations to reach agreements between each entity.
- D. During the negotiations, Bean realized that a real property purchase and sale agreement would not permit Bean to receive real property sale proceeds which would equal the present value of the real property sale proceeds from the third-party offer referenced above. Therefore, Bean agreed to a purchase price payment plan which included a base purchase price and an additional purchase price mechanism. This price mechanism preserved the then-present value of the real property for Bean, met the investment needs of MLDC, and was consistent with City's development plan.
- E. As a result of the negotiations, the following three agreements were executed: (a) City and MLDC entered into a Purchase and Sale Agreement dated September 15, 2005 (the "MLDC Agreement") for the sale of certain real property owned by City; (b) Bean and MLDC entered into a Purchase and Sale Agreement dated October 31, 2005 for the sale of 183 acres of real property owned by Bean (the "Bean Property"); and (c) an agreement between City and Bean dated December 18, 2006, which assured Bean's right to receive the additional purchase price (which had been deferred through the additional purchase price mechanism) if City's real property was not sold to MLDC pursuant to the MLDC Agreement.
- F. Many of the basic assumptions underlying the three agreements described above, including the timing and size of future growth of the Urban Growth Boundary ("UGB") and the growth rate in Central Oregon (in particular, Madras), proved incorrect. Furthermore, there had been a general recession in the national and local economies, particularly in construction and residential development.

G. City and Bean continued to remain committed to a long-term vision of a master planned community on the properties owned by each. MLDC appeared to have the same long-term vision.

H. MLDC requested renegotiation of its original agreements with Bean and City. City, by and through an Option Agreement dated December 8, 2009 (the "City Option Agreement"), entered a new agreement with MLDC. The City Option Agreement included a MLCD option to purchase 67 acres of real property owned by City and City's agreement to negotiate with MLCD in good faith regarding another 542 acres of City-owned real property for a total of 609 acres (the "City Property"). Bean entered into a separate revised agreement with MLDC that was an Option Agreement dated March 3, 2010 (the "Bean Option Agreement"), which included certain Bean real property that MLDC had not purchased to date (the "Remaining Bean Property"). MLDC agreed to pay Bean a modified base purchase price and an additional purchase price of seven percent (7%) of the purchase price of each buildable residential lot on Bean real property purchased under the Bean Option Agreement. Bean further agreed with MLDC to pay City one-seventh (1/7) of the additional purchase price proceeds received by Bean under the Bean Option Agreement to be used by City for amenities in the Yarrow subdivision. Further, MLDC agreed to pay Bean an additional purchase price of six percent (6%) of the purchase price of each residential buildable lot on City Property sold to unrelated third-party purchasers.

I. If all City Property was not purchased and developed under the City Option Agreement, Bean would not receive full compensation for the value of the Bean Property because the additional purchase price would not be paid. Therefore, on or about November 9, 2010, the parties entered into a certain agreement (the "2010 Agreement") in which City agreed to compensate Bean upon the occurrence of certain events and Bean agreed to remain committed to maintain the vision of the Yarrow master plan.

J. Under the 2010 Agreement, Bean agreed to provide City a "Final Compensation Calculation" (as that term is defined in Sections 2 and 3 of the 2010 Agreement) as of the date that any one of the following events occurred: (a) the City Option Agreement terminated pursuant to Section 2.1 of the City Option Agreement; (b) MLDC failed to exercise its option on the property as described in Section 3 of the City Option Agreement; (c) MLDC defaulted upon or terminated its agreements with Bean; or (d) December 8, 2023.

K. MLDC terminated its agreements with Bean and City.

L. Pursuant to the 2010 Agreement, City had the option to retain or dispose of the City Property upon occurrence of any event described in Section 3 of the 2010 Agreement.

M. City chose to retain its City Property. As a result, the Remaining Bean Property was immediately released from any obligation under the 2010 Agreement and City was obligated to pay the Final Compensation Calculation to Bean by either (a) certified check, or (b) delivery of a warranty deed to 120 acres of City Property to Bean, subject to reduction by a fraction stated in the 2010 Agreement, upon Bean's demand to pay the obligation in full.

N. Bean elected to exercise its remedies under the 2010 Agreement.

O. Pursuant to Section 6 of the 2010 Agreement, City elected to completely satisfy any and all obligations pursuant to the 2010 Agreement by delivery of a warranty deed to 119.58 acres of City Property to Bean in accordance with the reduction described in Section 6(b) of the 2010 Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth below, and the mutual covenants and agreements contained herein, including the recitals which are incorporated herein by reference, which are relied upon by the parties and which constitute part and parcel of this Agreement, and other good and valuable consideration the receipt and sufficiency of which is expressly acknowledged by the parties, City and Bean hereby agree as follows:

1. Conveyance of Property and Full Satisfaction of 2010 Agreement.

1.1 Conveyance and Satisfaction of Obligations. In full satisfaction of all City's obligations arising out of or under the 2010 Agreement, City will transfer and convey to Bean via warranty deed approximately 119.58 acres of City Property (the "Conveyed Property") located within Parcel 2 of Partition Plat No. 2010-09 (the "Parcel"), which Conveyed Property is described and depicted on the attached Exhibit A. City will transfer and convey the Conveyed Property to Bean subject to all liens, restrictions, and adverse claims then affecting the Conveyed Property subject to Section 1.4. The parties hereby agree that for any property conveyed, any area subject to a BPA Utility Easement shall not be included in the computation of the 119.58 acres notwithstanding the Conveyed Property may be conveyed subject to the BPA Utility Easement.

1.2 Parcel Partition. Bean acknowledges and understands that City does not presently own a parcel of land that precisely consists of 119.58 acres. Upon execution of this Agreement, City will undertake all reasonable actions necessary to expeditiously partition the Parcel to create the Conveyed Property, subject to the terms and conditions contained in this Agreement.

1.3 Time Limits and Title Insurance. City will convey the Conveyed Property to Bean (a) ninety (90) days after written notice by Bean (provided the Parcel has been lawfully partitioned in accordance with Section 1.2), or (b) ten (10) years after the Effective Date of this Agreement, whichever is sooner. City will furnish Bean, at City's cost and expense, an ALTA Standard Coverage Owner's Policy of Title Insurance issued by Western Title & Escrow Company concerning the Conveyed Property. The title insurance policy will be in an amount reasonably and mutually determined by Bean and City and will insure title is vested in Bean against any loss or damage by reason of defect in title, subject to the terms and conditions contained in this Agreement (including, without limitation, Section 1.1 and Section 1.4).

1.4 Title Report. Bean obtained the Ownership and Encumbrances Report with General Index and Liens dated December 23, 2022 (Order No. WTO246832) (the "Title Report") covering the Conveyed Property attached hereto as Exhibit B. Bean hereby accepts the Title Report and all "Exceptions" to title identified therein.

2. Release of Claims. In consideration of City's covenant to convey title to the Conveyed Property to Bean, Bean waives, releases, acquits, and forever discharges City for, from, and against any and all obligations, claims, demands, liabilities, and/or causes of action arising out of or related to the 2010 Agreement, except for the rights and performance expressly provided or reserved under this Agreement.

3. Property Inspection.

3.1 Inspections and Studies. Prior to conveyance of the Conveyed Property, Bean may perform reasonable tests, engineering studies, surveys, environmental analyses or studies, soil tests, and other inspections, studies and tests on the Conveyed Property as Bean may deem necessary, at Bean's cost and expense. Bean shall, at its sole expenses, restore the Conveyed Property to the condition in which it existed prior to any tests, studies, surveys, environmental analysis, and/or inspections which Bean conducts on the Conveyed Property.

3.2 Indemnification. Bean shall defend, indemnify and hold City and City's officers, employees, agents, independent contractors, and invitees (collectively "City's Agents") harmless for, from and against any claim, loss, liability, lien or damage arising from any entry and/or activities on the Conveyed Property by Bean and/or its officers, agents, employees and/or independent contractors (collectively, "Bean's Agents"); provided, however, that Bean shall have no obligation to indemnify, defend or hold harmless City and/or City's Agents for any claim, loss, liability, lien or damage if and to the extent caused by the acts or omissions of City and/or City's Agents. City agrees to cooperate in good faith with Bean and Bean's Agents to answer all questions that Bean or Bean's Agents ask about the Conveyed Property.

4. Yarrow Master Plan. Bean hereby covenants that the Conveyed Property shall be developed consistent with the Yarrow Master Plan and City of Madras Development Code, as each may be amended, supplemented, modified, replaced or adopted. Notwithstanding anything contained in this Agreement to the contrary, Bean understands and agrees that the Yarrow Master Plan will include and incorporate a trail system located within the Conveyed Property and Bean will coordinate with City for trailhead location and trail alignments. The parties agree to work collaboratively for the creation and incorporation of the trail system. The parties acknowledge that a trail system currently exists within the Conveyed Property and City shall cause to be removed any personal property related to the trail system prior to the conveyance set out in Section 1.1.

5. Project Approvals. The parties hereby agree to cooperate in good faith, and consistent with applicable law, in the execution of documents required of Bean in connection with its attempt to obtain any Project Approvals (as defined below) concerning the Conveyed Property. "Project Approvals" means all applications, improvement plans, boundary adjustments or subdivision of existing parcels, drawings and specifications, site plans, permits, building permits, licenses, entitlement approvals, agreements, documents and other instruments necessary or appropriate to obtain from any government or quasi-governmental entities or agencies for Bean's intended development of the Conveyed Property consistent with Bean's covenants in Section 4 of this Agreement. City acknowledges that some Project Approvals may be sought prior to City's conveyance of the Conveyed Property to Bean. This Section 5 does not limit City's

jurisdictional or regulatory authority as lawfully provided and any approvals or applications shall be subject to state and local laws and regulations.

6. [this section intentionally left blank]

7. Default; Notice. Subject to the terms and conditions contained in this Agreement, a party will be deemed in default under this Agreement if the party fails to perform the party's obligations under this Agreement. Prior to any party declaring the other party in default, the non-defaulting party must provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable.

8. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and any future acts contemplated herein, shall be paid by the party incurring such costs and expenses, whether or not the conveyance occurred.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to City: City of Madras
 Attn: City Administrator
 125 SW E Street
 Madras, OR 97741

With a Copy to: Jeremy M. Green
 Bryant, Lovlien & Jarvis PC
 591 SW Mill View Way
 Bend, OR 97702
 green@bljlawyers.com

If to Bean: Bean Foundation
 Attn: Executive Director

35 SE C Street, Suite D
Madras, OR 97741

With a copy to: Jered Reid
35 SE C Street, Suite D
Madras, OR 97741
jeredwreid@gmail.com

10. Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.
11. Entire Agreement; Survival. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The parties' representations, warranties, covenants, and other obligations contained in this Agreement will survive the conveyance of the Conveyed Property and will not merge with or into the warranty deed.
12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
13. No Third-Party Beneficiaries. Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and such agreements shall not inure to the benefit of the obligees of any indebtedness of any party hereto, it being the intention of the parties hereto that no person shall be deemed a third-party beneficiary of this Agreement, except to the extent a third party is expressly given rights herein.
14. Amendment and Modification; Waiver. No provision of this Agreement may be amended, modified, waived, or discharged unless such amendment, waiver, modification, or discharge is agreed to in writing by City and Bean. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
15. Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other

jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. Notwithstanding anything contained in this Agreement to the contrary, the parties' obligations under this Agreement will be performed, and remain subject to, all applicable federal, state, and local laws, regulations, and/or ordinances.

16. Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Bean will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

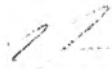
17. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

18. Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:
City of Madras,
an Oregon municipal corporation




Mike Lepin
Its: Mayor

10/24/2023

Date

BEAN:
Bean Foundation, Inc.,
an Oregon nonprofit corporation



George Neilson
Its: President

11/02/23

Date

Exhibit A
Conveyed Property – Depiction and Description

[attached]

EXHIBIT A1: EXISTING LAND OWNERSHIP

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS

LEGEND:







-  MASTER PLAN (MP) AREA BOUNDARY
-  EXISTING BPA EASEMENT BOUNDARY
-  EXISTING PROPERTY LINE
-  URBAN GROWTH BOUNDARY (UGB)
-  LAND CURRENTLY OWNED BY BEAN FOUNDATION
-  LAND CURRENTLY OWNED BY CITY OF MADRAS (MP AREA ONLY)



EXHIBIT A2: PROPOSED LAND ACQUISITION

Total land acquired from City of Madras by Bean Foundation: 120.0 AC +/-

Total land within master plan area to remain owned by City of Madras: 71.4 AC +/-

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS. FUTURE RIGHT-OF-WAY (R.O.W.) ALIGNMENTS SHOWN ARE PRELIMINARY & SUBJECT TO CHANGE DURING LATER STAGES OF DESIGN PROCESS.

LEGEND:

--- MASTER PLAN AREA BOUNDARY

- - - EXISTING BPA EASEMENT BOUNDARY

- - - EXISTING PROPERTY LINE

--- PROPOSED AREA OF LAND ACQUISITION BOUNDARY

[Hatched Box] LAND CURRENTLY OWNED BY BEAN FOUNDATION

[Dark Hatched Box] LAND TO BE ACQUIRED FROM CITY OF MADRAS BY BEAN FOUNDATION

[White Box] LAND TO REMAIN CITY-OWNED (MP AREA ONLY)

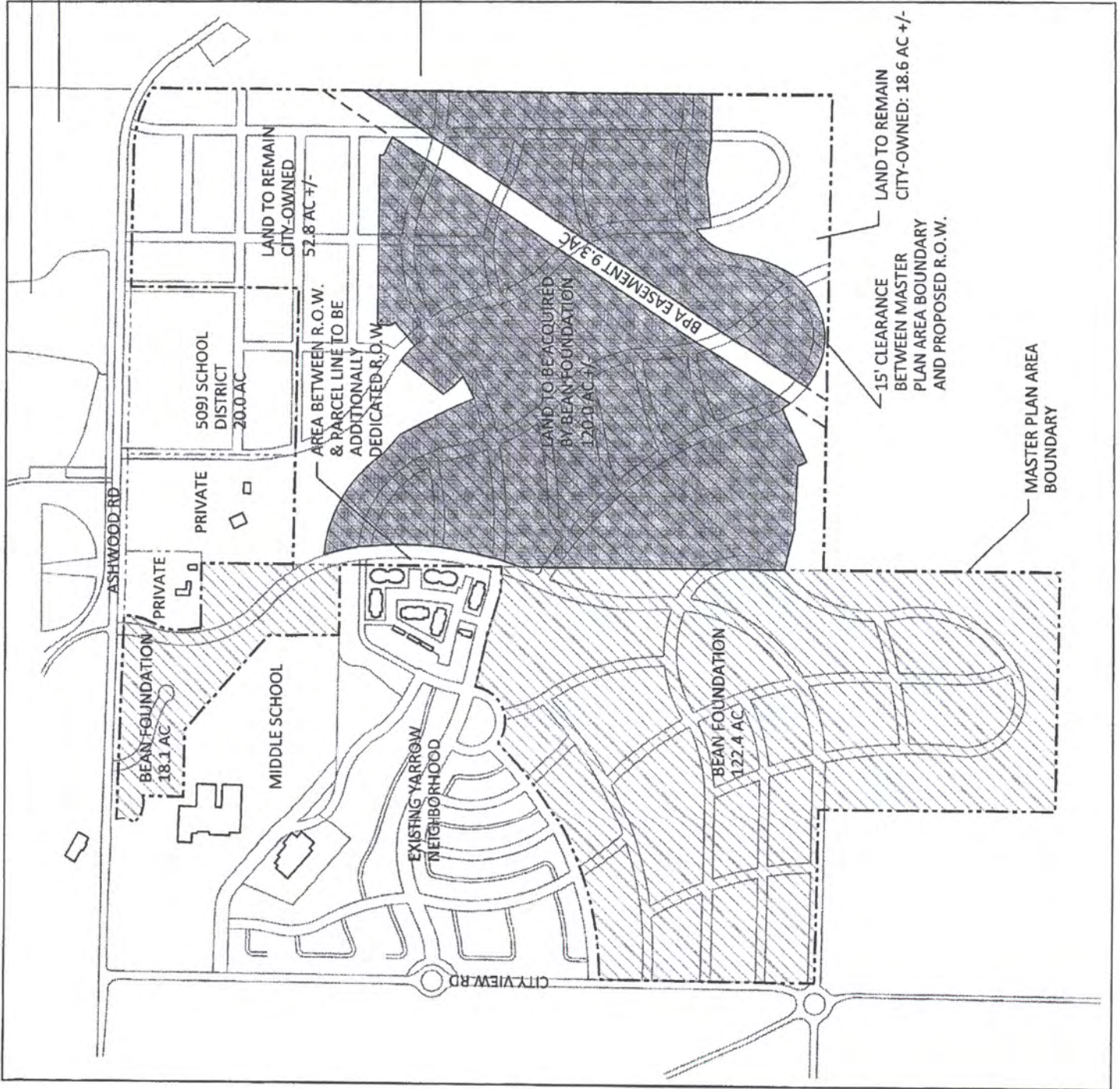


EXHIBIT A3: OPTIONAL LAND PURCHASE

Total land acquired from City of Madras by Bean Foundation: 138.5 AC +/-

Total land within master plan area to remain owned by City of Madras: 52.8 AC +/-

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS. FUTURE RIGHT-OF-WAY (R.O.W.) ALIGNMENTS SHOWN ARE PRELIMINARY & SUBJECT TO CHANGE DURING LATER STAGES OF DESIGN PROCESS.

LEGEND:

- MASTER PLAN AREA BOUNDARY
- - - EXISTING BPA EASEMENT BOUNDARY
- · - · - EXISTING PROPERTY LINE
- PROPOSED AREA OF LAND ACQUISITION BOUNDARY
- ▨ LAND CURRENTLY OWNED BY BEAN FOUNDATION
- ▩ LAND TO BE ACQUIRED FROM CITY OF MADRAS BY BEAN FOUNDATION
- ▧ OPTIONAL BEAN FOUNDATION PURCHASE
- LAND TO REMAIN CITY-OWNED (MP AREA ONLY)

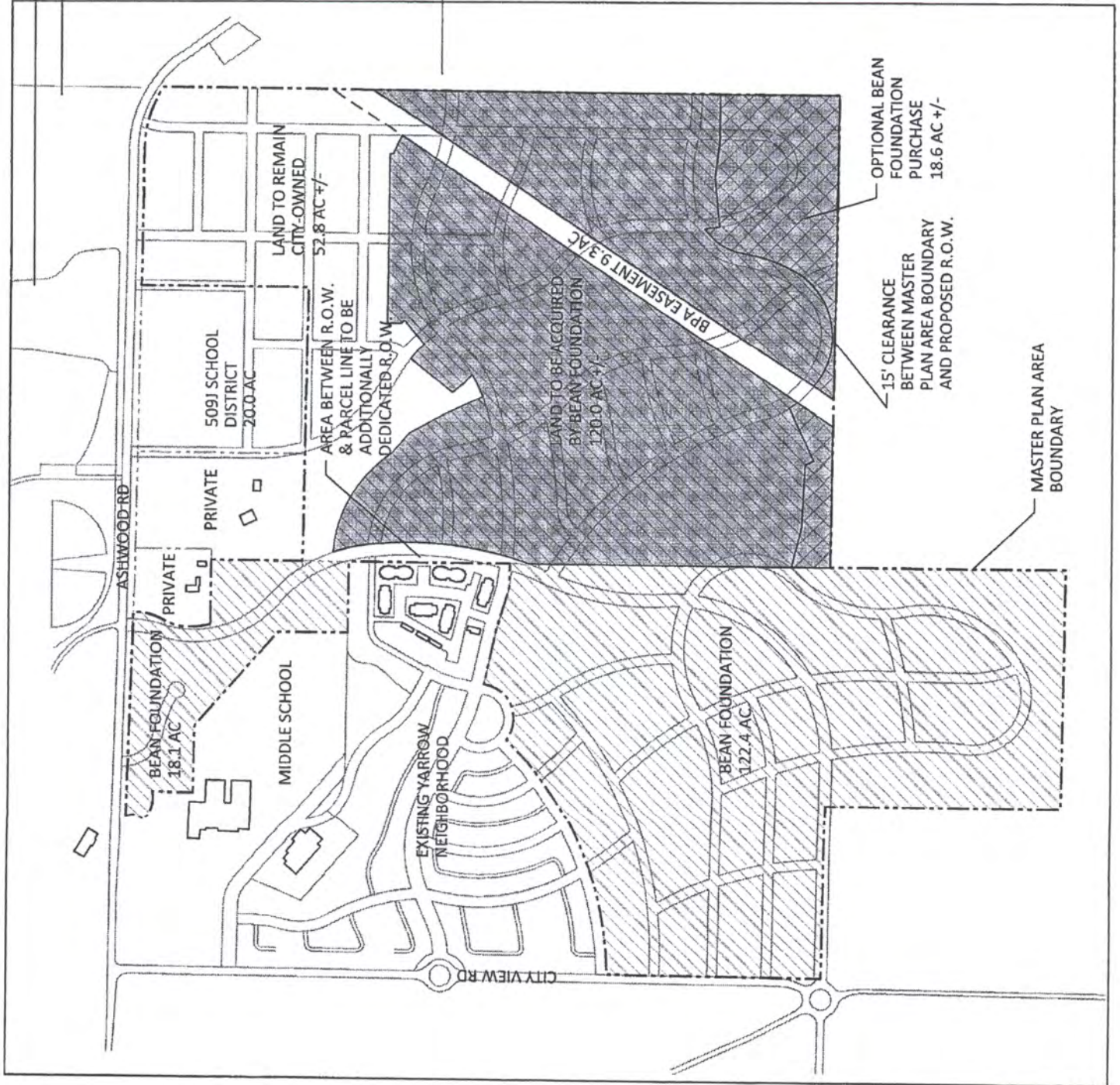


Exhibit B
Title Report

[attached]

Western Title & Escrow Company
Order No. WT0246832



OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Law Office of Jered Reid
545 NE 7th St
Prineville, OR 97754

Order No.: WT0246832
Effective Date: December 23, 2022 at 05:00 PM
Charge: \$300.00

The information contained in this report is furnished by Western Title & Escrow Company (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

City of Madras

Premises. The Property is:

(a) **Street Address:**

No Address, Madras, OR 97741

(b) **Legal Description:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. The Land has been classified as Farm Use, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. City Liens, if any, of the City of Madras.
(Please contact the Title Department for a City Lien Search within 30 days of closing)
3. Regulations of North Unit Irrigation District, within which the above property lies, including levies, assessments, water and irrigation rights and easements for ditches and canals.

Coordination Agreement, including the terms and provisions thereof,

Recording Date: March 18, 2003
Recording No.: 2003-001285

4. The property lies within the boundaries of Deschutes Valley Water District and is subject to any charges or assessments levied by said District, and pipeline easements in connection therewith.
5. Any interest in any oil, gas and/or minerals, as disclosed by document

Entitled: Exchange Deed
Recording Date: April 20, 1955
Recording No: 26-540 (052680)

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Electric Cooperative, Inc., a cooperative corporation
Purpose: Right of Way
Recording Date: July 22, 1958
Recording No: 8-67 Miscellaneous Records (063442)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Electric Cooperative, Inc., a cooperative corporation
Purpose: Power Line
Recording Date: April 28, 1983
Recording No: 147456

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United States of America, Department of Energy, Bonneville Power Administration
Purpose: See document
Recording Date: June 29, 1992
Recording No: 921919

Western Title & Escrow Company
Order No. WT0246832

9. Easements, conditions, restrictions and notes as delineated on or as offered for dedication on the recorded plat.

Plat: Partition Plat 2002-12
Recording Date: December 30, 2002
Recording No: 2002-5926

10. City of Madras Property Owner Consent to Annexation, including the terms and provisions thereof,

Recording Date: September 10, 2003
Recording No.: 2003-004730

11. Easements, conditions, restrictions and notes as delineated on or as offered for dedication on the recorded plat.

Plat: Partition Plat No. 2010-09
Recording Date: October 20, 2010
Recording No: 2010-3786

12. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$12.13
Levy Code: 0010
Account No.: 17904
Map No.: 1114170000100

Fiscal Year: 2022-2023
Amount: \$84.14
Levy Code: 0020
Account No.: 17905
Map No.: 1114170000100

Fiscal Year: 2022-2023
Amount: \$1.79
Levy Code: 0080
Account No.: 17903
Map No.: 1114170000100

Fiscal Year: 2022-2023
Amount: \$152.40
Levy Code: 0110
Account No.: 2833
Map No.: 1114170000100

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Tyler Friesen
541-322-9288
titleofficersupport@westerntitle.com

Western Title & Escrow Company
60 SE 6th Street
Madras, OR 97741

EXHIBIT "A"
Legal Description

Parcel 2 of Partition Plat No. 2010-09 according to the official plat thereof, recorded October 20, 2010 as Microfilm No. 2010-3786 in the office of the County Clerk for Jefferson County, Oregon.

EXCEPTING THEREFROM that portion in Deed of Dedication, recorded February 11, 2022 as Microfilm No. 2022-0628 in the office of the County Clerk for Jefferson County, Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

Western Title & Escrow Company
Order No. WT0246832

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



2604 111407000400
 2835 111407000500
 12645 111407000601

