

EXHIBIT "A"

WILDLAND FIRE FUEL TREATMENT AGREEMENT Right of Reentry and Termination of Grantee's Interest

1. Wildland Fire Fuel Treatments. All of the following must be completed on the Property described in this Bargain and Sale Deed ("Property") by or on behalf of Grantee.
 - A. Trees
 1. All trees must be separated by a distance of 15 feet from the bases of adjacent trees. All trees remaining on the property after thinning will be pruned and limbed to maintain a minimum of 80% crown length (live green foliage) on the live tree.
 - a. The 80% crown described in Paragraph 1.A.2 shall be measured vertically from the top down the trunk toward the ground a distance that is equal to the height of the tree multiplied by 80%.
 - b. Any branches or limbs below the measurement in Paragraph 1.A.2.a. shall be removed.
 2. All dead trees will be removed from the property.
 - B. Grass and Brush. All grass and brush shall be mowed to a height of no more than four (4) inches.
 - C. Exception. The Deschutes County Forester ("County Forester") may grant exceptions to the requirements in 1.A. and B. if the trees, grass and brush are irrigated via a permanently installed irrigation system consisting of either drip irrigation, in-ground hose or piping system with sprinkler heads. Such exception shall be reduced to writing and signed by the County Forester.
2. Inspection.
 - A. Upon Grantee's completion of the Wildland Fire Fuel Treatments in Section 1, Grantee shall notify the County Forester that the Wildland Fire Fuel Treatments are ready for inspection.
 - B. Grantor and Grantor's employees, and agents, shall retain a license to come onto and remain on the Property as necessary to inspect the Property for determining acceptable completion of the required Wildland Fire Fuel Treatments.
 - C. Within fifteen (15) days of written notice from Grantor, Grantee shall correct any deficiencies in the Wildfire Fire Fuel Treatments prescribed by the County Forester.
3. Deadline.
 - A. Grantee shall complete all requirements in this agreement no later than December 1, 2021 or the date approved by the Deschutes County Forester.
 - B. Grantor delegates authority to the County Forester to extend the Deadline in Paragraph 3.A. for any period not to exceed twelve (12) months if the County Forester determines such an extension is warranted.
4. Reversion.
 - A. Grantor conveys the real property to Grantee on the condition that Grantee's interest in the Property will be forfeited to Grantor if all of the following events occur:
 - B. Grantee fails to complete or cause to be completed by the Deadline the Wildland Fire Fuel Treatments described in Paragraph 1 and any deficiencies prescribed by the County Forester under Paragraph 2.C;
 - C. Grantor notifies Grantee in writing, by certified or registered mail to Grantee's address as set forth in the deed records of Deschutes County of Grantor's election to exercise the right to reenter the property and terminate the Grantee's interest in the property described herein ("election notice"). Notice shall be deemed delivered two days after the date it is certified or registered by the US Postal Service, or immediately upon personal service. Such notice shall be given at any time within one (1) year from and after the Deadline; and

- D. In the event Grantor exercises its right to reenter the property and terminate Grantee's interest, upon such re-entry, all right, title and interest of Grantee, Grantee's heirs, successors or assigns shall terminate.
- E. Upon Grantor's reentry and termination of Grantee's interest, Grantor shall have the right to record a deed or other instrument for the purpose of documenting Grantor's interest and the termination of Grantee's interest.
- F. Grantor's Right to Re-enter and Terminate Grantee's interest as provided herein shall be superior to and prior to any security interest or any other interest created or suffered by Grantee. The requirements and conditions of this conveyance shall apply to Grantee's heirs, successors in interest and assigns.
- G. In the event Grantor does not exercise its right of reentry and termination of Grantee's interest, this agreement shall terminate. Grantor shall thereafter record a quitclaim deed to indicate Grantor has released its interest in the Property to Grantee.
5. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Grantee(s) or Grantor at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
6. Communication.
- A. Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County's Director of Administrative Services.
- C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:
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| <u>To Grantee(s):</u>
Name, Address, etc. | <u>To County:</u>
Deschutes County Property Management
Attn: Kristie Bollinger, Property Manager
PO Box 6005
Bend, Oregon 97708-6005
Fax 541-317-3168 Phone 541-385-1414 |
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7. No Agency. It is agreed by and between the parties that Grantee(s) is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Grantee(s) completes performance under this Agreement nor does County have a right to exercise any control over the activities of the Grantee(s). Grantee(s) is not an officer, employee or agent of County as those terms are used in ORS 30.265.
8. No Joint Venture or Partnership. Grantor is not, by virtue of this Agreement, a partner or joint venturer with Grantee(s) in connection with the Subdivision or the Real Property, and shall have no obligation with respect to Grantee(s)'s debts or other liabilities of each and every nature.
9. Indemnification. Grantee(s) shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Grantee(s) under this Agreement and on the Property; and further agrees to defend, indemnify and save harmless Grantor, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Grantee agrees that in the event any statutory lien shall be filed during the term of this Agreement against any portion of the Property by reason of labor, services, or materials supplied to

or at the request of Grantee, it shall pay and discharge the same of record within thirty (30) days after the filing thereof. If such lien attaches and has not been removed at the time Grantor reenters and terminates Grantee's interest, then in addition to any other remedies Grantor may recover from Grantee all costs associated with removal of such lien from the property.

10. Attorney Fees and Costs. In the event an action or suit or proceeding, including appeal therefrom, is brought enforce or interpret any of the terms of this Agreement, each party shall be responsible for its own attorney's fees.
11. Waiver. Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement. No waiver may be enforced against the County unless such waiver is in writing and signed by the County.
12. Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders and policies. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution. Any provisions herein, which would conflict with the law, are deemed inoperative to that extent. Additionally, Grantee(s) shall comply with any requirements, conditions or limitations arising under the any Federal or State law, statute, rule, regulation, executive order and policy applicable to the Required Improvements. If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.
13. No Inducement. No representations, statements, warranties have induced the making and execution of this Agreement, or Agreements other than those herein expressed.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee(s) that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon. GRANTEE(S) BY SIGNING BELOW, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held void, invalid unenforceable.
16. Captions. The captions contained in this Agreement were inserted for the convenience of reference only. Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.
17. Merger Clause. This Agreement and the attached exhibits constitute the entire agreement between the parties and supersede any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. This Agreement shall bind all parties and its terms may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by all parties. Except as otherwise expressly provided herein, any written waiver, consent, modification or change shall be effective only when in writing and signed by the parties in the specific instance and for the specific purpose given.