REVIEWED

LEGAL COUNSEL

After recording return to: Deschutes County Road Dept. 61150 S.E. 27th Street Bend, Oregon 97701

For Recording Stamp Only

PURCHASE AGREEMENT HAMEHOOK ROAD BRIDGE REPLACEMENT PROJECT Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety File No.: 1

THIS AGREEMENT is made and entered into by and between **DESCHUTES COUNTY**, **OREGON**, a political subdivision of the State of Oregon, ("County"); and **Michael Gueguen and Elizabeth J. Hays as Tenants by the Entirety** ("Grantor"), on the following terms and conditions:

RECITALS

- Hamehook Road is part of the County road system under the jurisdiction and control of County.
- County is constructing the Hamehook Road Bridge Replacement project on Hamehook Road. County has identified that the property described in the attached Exhibits A and depicted in the attached Exhibits B is necessary for the Project.
- 3. Grantor is the owner of the property described in the attached **Exhibits A** and depicted in the attached **Exhibits B**.

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

 Grantor shall convey to County the real property described in the attached Exhibits A and depicted in the attached Exhibits B by dedication deed, permanent slope easement, and temporary construction easement for the total purchase price of Forty-One Thousand Nine Hundred and No/100 Dollars (\$41,900.00).

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

- Grantor shall provide County with fully signed and executed dedication deed, permanent slope easement, 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:
 - 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.
- 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. Upon Grantor's execution of dedication deed, permanent slope easement and temporary construction easement, 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 understands that this Agreement does not convey any water rights appurtenant to the subject property. If water rights are appurtenant to the subject property, Grantor shall make the necessary arrangements with the applicable irrigation district to transfer water rights to another portion of Grantor's property or quit claim water rights back to the appropriate irrigation district prior to Grantor's execution of dedication deed.
- 8. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property (dedication deed, permanent slope easement and temporary construction easement) and any damage to property retained by Grantor.

COUNTY OBLIGATIONS

- Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed dedication deed, permanent slope easement, and temporary construction easement, County will deliver payment to Grantor in the amount of Forty-One Thousand Nine Hundred and No/100 Dollars (\$41,900.00). 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 construct, modify, or repair the following improvements:
 - a. Fence Upon completion of the project, County, State, or their contractor shall install permanent "Type 1" (4) Strand Barbed Wire Fence (as detailed in Oregon Standard Drawings #RD810) where permanent fencing is removed from the dedication and/or permanent slope easement areas. Any gates removed by the project will be restored or replaced in-kind.

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 18 day of July	, 20 <u>24</u> .
OFFICIAL STAMP JILL MARIE WYATT NOTARY PUBLIC — OREGON COMMISSION NO. 1028492 MY COMMISSION EXPIRES SEPTEMBER 8, 2026	Michael Gueguen Hays Einaut & Hays Elizabeth J. Hays
STATE OF OREGON County of Deschutes)) SS.)
Before me, a Notary Public, public, the foregoing instrument.	personally appeared Michael Gueguen, and acknowledged
Dated this 18 day of 0	uly, 20 xf.
OFFICIAL STAMP JILL MARIE WYATT NOTARY PUBLIC — OREGON COMMISSION NO. 1028492 MY COMMISSION EXPIRES SEPTEMBER 8, 2026	NOTARY PUBLIC FOR OREGON My Commission Expires: 9 8 2024
STATE OF OREGON County of Deschutes)) SS.)
Before me, a Notary Public, pu	personally appeared Elizabeth J. Hays, and acknowledged
Dated this 18 day of 1	Moral Marie My Moral Public FOR OREGON
	My Commission Expires: 9/8/2024

DESCHUTES COUNTY, acting by and through its Board of County Commissioners

DATED this day of	, 20			
	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) 55.			
Chang, the above-named Board of C	personally appeared Patti Adair, Anthony DeBone ,and Phil County Commissioners of Deschutes County, Oregon, ent, on behalf of Deschutes County, Oregon.			
Dated this day of	, 20			
	NOTARY PUBLIC FOR OREGON My Commission Expires:			



EXHIBIT A RIGHT-OF-WAY DEDICATION

A TRACT OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION NUMBER 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44′49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04′07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45′53" WEST 34.35 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45′53″ WEST 37.05 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES); THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD THE FOLLOWING TWO (2) COURSES: SOUTH 26°27′11″ EAST 238.61 FEET TO A POINT OF CURVATURE; THENCE 240.66 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 551.67 FEET, THROUGH A CENTRAL ANGLE OF 24°59′42″, AND A CHORD OF SOUTH 13°57′20″ EAST 238.76, TO A POINT ON THE CURVE OF THE SAID EAST RIGHT-OF-WAY; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD NORTH 04°16′57″ EAST 124.41 FEET TO A POINT OF CURVATURE; THENCE 385.28 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 53°50′26″, AND A CHORD OF NORTH 22°38′16″ WEST 371.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.50 ACRES (21,818 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

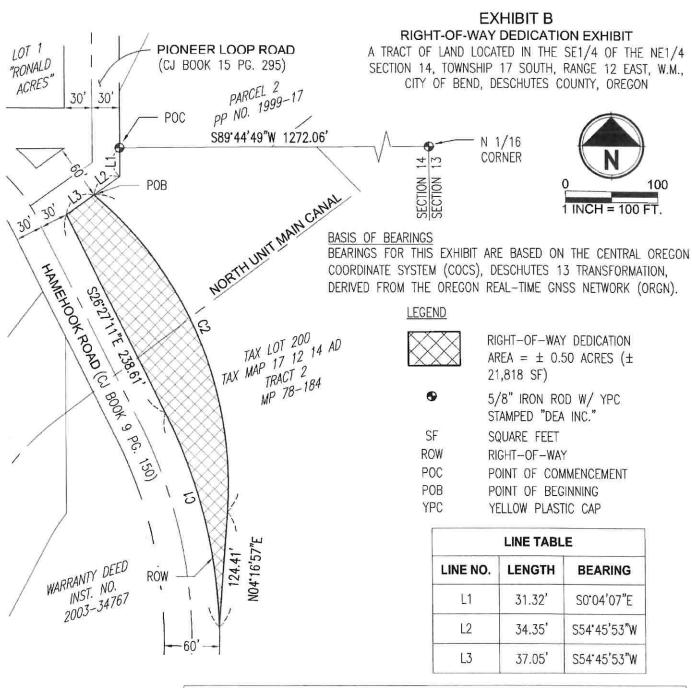
BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024 REGISTERED

PROFESSIONAL LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO

101863



PREPARED FOR DESCHUTES COUNTY 3-12-2024

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 11, 2023 COREY PACHECO 101863

EXPIRES: 12-31-2024

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING		
C1	240.66	551.67	24.59,42	238.76'	S13'57'20"E		
C2	385.28'	410.00'	53'50'26"	371.26	N22*38'16"W		

EXHIBIT: B

HAMEHOOK ROAD RIGHT-OF-WAY DEDICATION EXHIBIT

DRWN: CAP

JOB: 297-2509-010

DATE: MARCH 12, 2024

Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710



EXHIBIT A SLOPE EASEMENT

THREE (3) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 12.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 12.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44′49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04′07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45′53" WEST 34.35 FEET TO A POINT ON A CURVE HEREIN AFTER REFERRED TO AS "REFERENCE CURVE A", A 229.75 FOOT LENGTH NON-TANGENT CURVE, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26′31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 32°06′22", AND A CHORD OF SOUTH 33°30′18" EAST 226.75 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 2.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 53.18 FEET TO "REFERENCE POINT B" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH AN 11.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 11.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT B" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 16.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 66.18 FEET TO "REFERENCE POINT C" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH A 13.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 13.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT C" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 52.62 FEET TO THE POINT 3-12-2024

OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 38.13 FEET TO THE TERMINUS OF THIS WEST LINE.

THE ABOVE-DESCRIBED TRACTS OF LAND CONTAINS 1,890 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 11, 2023 COREY PACHECO 101863

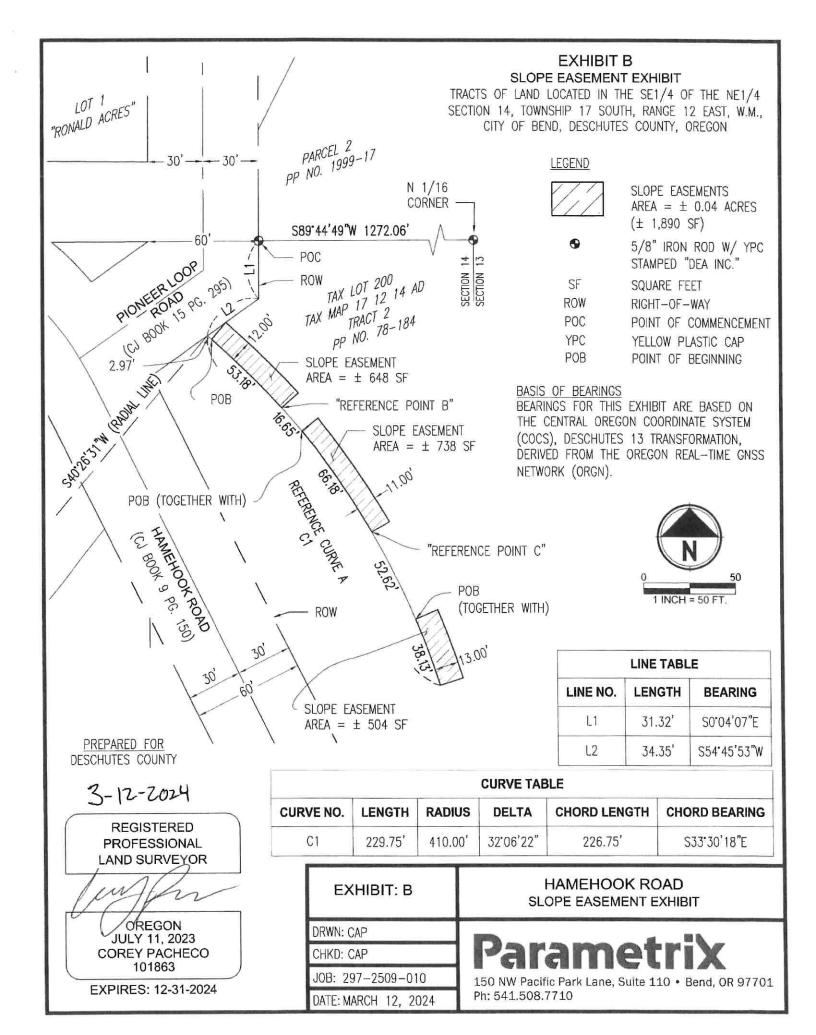




EXHIBIT A TEMPORARY CONSTRUCTION EASEMENT

TWO (2) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-30769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44′49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04′07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45′53" WEST 34.35 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 140.27 FEET, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26′31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 19°36′09", AND A CHORD OF SOUTH 39°45′25" EAST 139.59 FEET, TO A POINT HEREIN REFERRED TO AS "REFERENCE POINT A"; THENCE NORTH 52°42′21" EAST 93.45 FEET; THENCE NORTH 00°15′11" WEST 102.42 FEET TO THE SOUTH LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTH LINE SOUTH 89°44′49" WEST 135.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND MORE PARTICULARLY DESCRIED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT A"; THENCE SOUTH 26°27'40" EAST 49.98 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT, AND THE POINT OF BEGINNING; THENCE 126.33 FEET ALONG SAID CURVE TO THE RIGHT, IN WHICH THE RADIUS POINT BEARS SOUTH 67°01'59" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'15", AND A CHORD OF SOUTH 14°08'24" EAST 125.83 FEET; THENCE NORTH 82°35'26" EAST 40.54 FEET; THENCE NORTH 00°46'11" EAST 143.20 FEET; THENCE NORTH 26°34'40" WEST 25.20 FEET; THENCE SOUTH 51°31'42" WEST 78.66 FEET TO THE POINT OF BEGINNING.

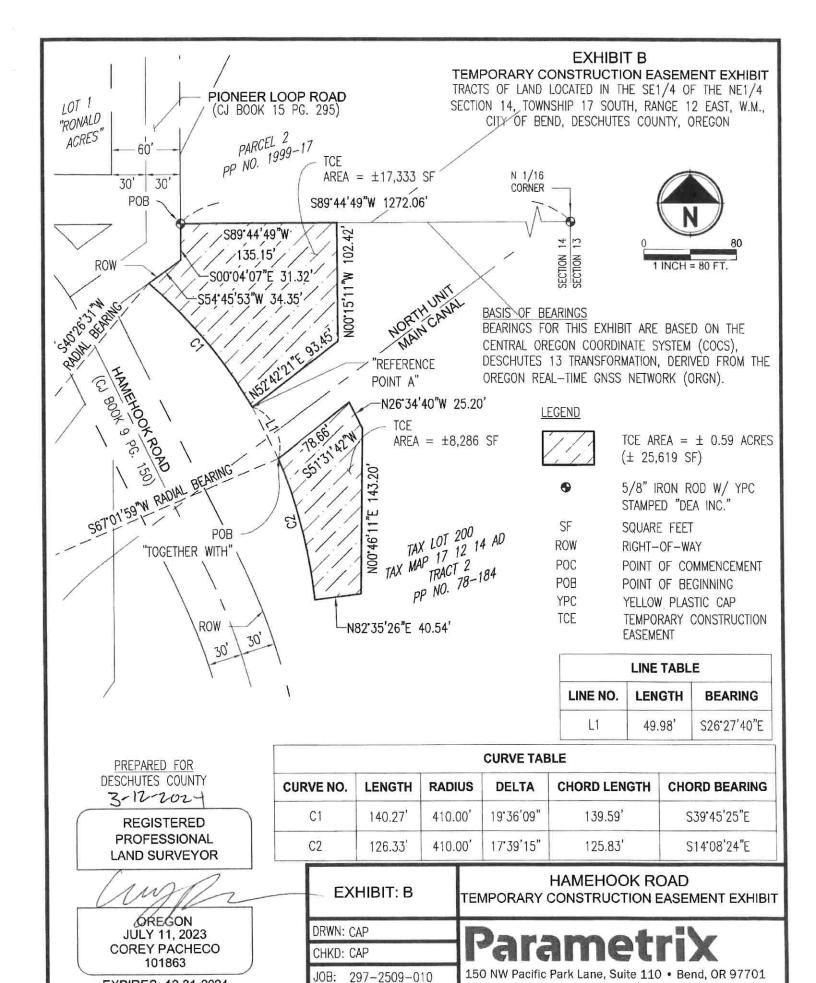
THE ABOVE-DESCRIBED TRACTS OF LAND CONTAIN 0.59 ACRES (25,619 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN). 3-12-2024

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 11, 2023 COREY PACHECO 101863



DATE: MARCH 12, 2024

Ph: 541.508.7710