

**TERMS OF STATE'S OFFER****THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:**

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

There will be no changes to public utilities to the property.

Public utilities will be reconnected to improvements on the remainder property, except for the following:  
\_\_\_\_\_.

Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following:\_\_\_\_\_.

Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

Access to the remainder property will remain the same.

There will be no access to the remainder property.

Access to the remainder property will remain the same, except for the following access:

**Access #1** located at: \_\_\_\_\_, is modified, relocated or closed as a result of:

the access modification letter dated: \_\_\_\_\_(attached)

this Project as follows: \_\_\_\_\_.

**Access #2** located at: \_\_\_\_\_, is modified, relocated or closed as a result of:

the access modification letter dated: \_\_\_\_\_(attached)

this Project as follows: \_\_\_\_\_.

**Access #3** located at: \_\_\_\_\_, is modified, relocated or closed as a result of:

the access modification letter dated: \_\_\_\_\_ (attached)

this Project as follows: \_\_\_\_\_.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

**D. Improvements.**

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **NA**.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **NA**.

**E. Fencing on the Property.**

Will not be affected.

Will be replaced as follows: **NA**.

Will not be replaced.

**F. Other terms of offer:**

203 Sq.Ft. Permanent Easement for Sign (Parcel 1), 146 Sq.Ft. Permanent Easement for Sign (Parcel 2), 96 Sq.Ft. Permanent Easement for Sign (Parcel 3), 160 Sq.Ft. Permanent Easement for Sign (Parcel 4), and 60 Sq.Ft. Permanent Easement for Sign (Parcel 5) will be acquired for the Project. The subject property's access to Highway 126 will remain unchanged.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.
6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the

property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

*[See attached Signature page]*

**SIGNATURE PAGE FOR TERMS OF STATE'S OFFER**

**STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION**



\_\_\_\_\_  
Jenny Adkins  
Region 4 Right of Way and Survey Manager

\_\_\_\_\_  
8/9/2023  
Date

\_\_\_\_\_  
Board of County Commissioners of Deschutes County  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of County Commissioners of Deschutes County  
Vice-Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of County Commissioners of Deschutes County  
Commissioner

\_\_\_\_\_  
Date