

REVIEWED

LEGAL COUNSEL

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

For Recording Stamp Only

**PURCHASE AGREEMENT  
DESCHUTES MARKET ROAD / HAMEHOOK ROAD INTERSECTION  
IMPROVEMENT PROJECT  
Anthony J. Minisce and Jessica N. Minisce, as Tenants by the Entirety  
File No.: 02**

**THIS AGREEMENT** is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, (“County”); and **Anthony J. Minisce and Jessica N. Minisce, as Tenants by the Entirety** (“Grantor”), on the following terms and conditions:

**RECITALS**

1. Deschutes Market Road / Hamehook Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Deschutes Market Road / Hamehook Road Intersection Improvement Project on Deschutes Market Road and Hamehook 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 A** by permanent slope easement deed for the purchase price of **Two Thousand and Nine Hundred Dollars (\$2,900.00)**.

## GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and executed dedication deed 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 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 permanent slope easement deed, County will deliver payment to Grantor in the amount of **Two Thousand and Nine Hundred Dollars (\$2,900.00)**. 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.

## **GENERAL PROVISIONS**

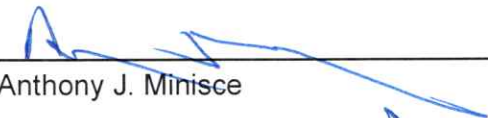
1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.
2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will 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 15<sup>th</sup> day of November, 2022.

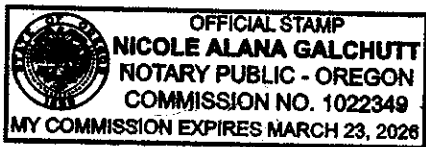
  
\_\_\_\_\_  
Anthony J. Minisce

  
\_\_\_\_\_  
Jessica N. Minisce

STATE OF OREGON            )  
  ) SS.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Anthony J. Minisce acknowledged the foregoing instrument.

Dated this 1st day of November, 2022.

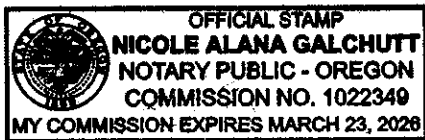


*Nicole Alana Galchutt*  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/23/26

STATE OF OREGON            )  
  ) SS.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Jessica N. Minisce acknowledged the foregoing instrument.

Dated this 1st day of November, 2022.



*Nicole Alana Galchutt*  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/23/26

**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"

LEGAL DESCRIPTION  
DCO-02-SLOPE EASEMENT #1  
TRACT A  
May 2, 2022  
Page 1 OF 1

## SLOPE EASEMENT

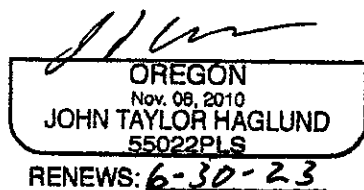
A strip of land, 11.00 feet in width, adjoining and parallel with the northerly Right-of-Way of Hamhook Road, being a portion of that property described in Document 2020-01208 Deschutes County Official Records, located in the Northwest one-quarter of the Northeast one-quarter of Section 14, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Bearings and Hamhook Road stationing are based on CS20788, Deschutes County Survey Records.

**Beginning** at a point on the northerly Right-of-Way of Hamhook Road which falls 71.17 feet left, when measured at a right angle, of Hamhook Road centerline station 5+26.51, said point also bears South 01°27'35" East a distance of 1228.88 feet from the north One-Quarter corner of said section 14; Thence North 63°34'03" East a distance of 11.00 feet to the beginning of a non-tangent curve left; Thence along said curve left, through a central angle of 63°11'19", with a radius of 64.00 feet (long chord bears South 58°01'36" East, 67.06 feet) a distance of 70.58 feet; Thence South 89°37'16" East a distance of 15.11 feet; Thence South 00°22'44" West 11.00 feet to a point on the northerly Right-of-Way of Hamhook Road which falls 30.00 feet left, when measured at a right angle, of Hamhook Road centerline station 6+08.56; Thence along said Right-of-Way North 89°37'16" West a distance of 15.11 feet to the beginning of a curve right; Thence along said northerly Right-of-Way, through said curve right, through a central angle of 63°11'19", with a radius of 75.00 feet (long chord bears North 58°01'36" West) 78.59 feet, a distance of 82.71 feet to the **Point of Beginning**.

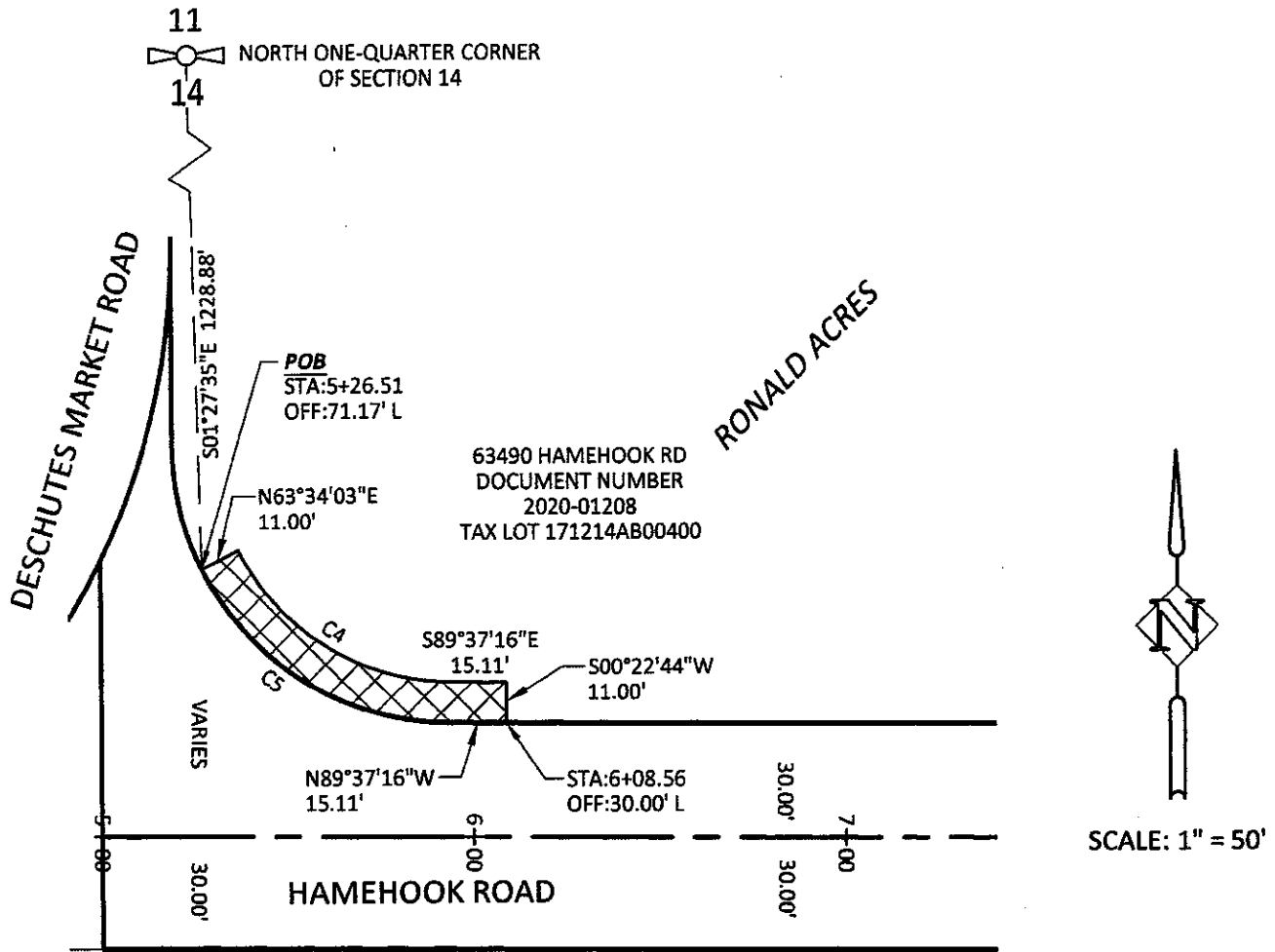
Contains 1,009 square feet more or less.

See the attached Exhibit "B", entitled "SLOPE EASEMENT" which is made a part hereof.



# EXHIBIT "B" SLOPE EASEMENT

LOCATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHEAST  
ONE-QUARTER OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12  
EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



BASIS OF BEARINGS AND HAMEHOOK ROAD  
STATIONING ARE PER CS20788

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C4	64.00'	63°11'19"	70.58'	S58°01'36"E, 67.06'
C5	75.00'	63°11'19"	82.71'	N58°01'36"W, 78.59'

*[Signature]*  
OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2023

**HHPR** **Harper Houf Peterson Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

## LEGEND

- SLOPE EASEMENT ±1,009 SQ.FT.
- - FOUND MONUMENT PER CS20788

SEE ATTACHED LEGAL DESCRIPTION