

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**

**Ted K. Gilbert and Kerry S. Gilbert, each as to an undivided one-half interest, as  
tenants in common**

**File No.: 001**

**THIS AGREEMENT** is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, ("County"); and **Ted K. Gilbert and Kerry S. Gilbert, each as to an undivided one-half interest, as tenants in common** ("Grantor"), on the following terms and conditions:

**RECITALS**

1. Deschutes Market Road and Hamehook Road are 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 depicted in the attached **Exhibit "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"** and depicted in the attached **Exhibit "B"** by dedication deed for the purchase price of **One Hundred Twenty Five Thousand Dollars (\$125,000.00)**.

## 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 dedication deed, County will deliver payment to Grantor in the amount of **One Hundred Twenty Five Thousand Dollars (\$125,000.00)**. 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 Pages 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 6th day of February, 2023.

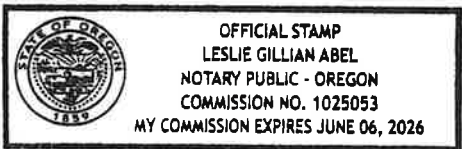
Ted K. Gilbert  
Ted K. Gilbert

Kerry S. Gilbert  
Kerry S. Gilbert

STATE OF OREGON )  
multnomah ) SS.  
County of ~~Deschutes~~ )

Before me, a Notary Public, personally appeared Ted K. Gilbert acknowledged the foregoing instrument.

Dated this 6<sup>th</sup> day of February, 2023.

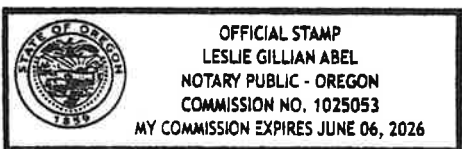


Leslie Gillian Abel  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6 June 2026

STATE OF OREGON )  
multnomah ) SS.  
County of ~~Deschutes~~ )

Before me, a Notary Public, personally appeared Kerry S. Gilbert acknowledged the foregoing instrument.

Dated this 6<sup>th</sup> day of February, 2023.



Leslie Gillian Abel  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6 June 2026

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, CHAIR

\_\_\_\_\_  
PATTI ADAIR, VICE-CHAIR

ATTEST:

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

\_\_\_\_\_  
Recording Secretary

STATE OF OREGON        )  
                                  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

# Exhibit "A"

## LEGAL DESCRIPTION

DCO-02

May 2, 2022

Page 1 OF 2

## RIGHT OF WAY DEDICATION

Three (3) tracts of land, being portions of that property described in of Document 2006-38404 Deschutes County Official Records, located in the Northeast one-quarter of the Northwest one-quarter of Section 14, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

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

### TRACT 1

**Beginning** at a 5/8-inch iron rod with a 2-inch aluminum cap inscribed "DESCHUTES COUNTY ENGINEERING R/W LS2390" marking a point on the northerly Right-of-Way of Deschutes Market Road which falls 30.00 feet left, when measured at a right angle, of Deschutes Market Road centerline station 15+83.60;

Thence along said northerly Right-of-Way South 89°45'16" West a distance of 70.36 feet to a 5/8-inch iron rod with a 2-inch aluminum cap inscribed "DESCHUTES COUNTY ENGINEERING R/W LS2390" marking an angle point in said Right-of-Way;

Thence along said northerly Right-of-Way North 88°23'54" West a distance of 79.88 feet to a point which falls 30.00 feet left, when measured at a right angle, of Deschutes Market Road centerline station 14+32.40;

Thence North 42°02'27" East a distance of 373.59 feet;

Thence North 10°37'01" East a distance of 140.00 feet to a point on the westerly Right-of-Way of Deschutes Market Road which falls 30.00 feet left, when measured at a right angle, of Deschutes Market Road centerline station 21+19.49;

Thence along said Right-of-Way South 00°06'08" East a distance of 289.93 feet to a point which falls 30.00 feet left, when measured at a right angle, of Deschutes Market Road centerline station 18+29.56 and the beginning of curve right;

Thence along said Right-of-Way and along said curve right through a central angle of 89°51'24", with a radius of 126.83 feet (long chord bears South 44°49'34" West, 179.14 feet) a distance of 198.91 feet to the **Point of Beginning**.

Contains 40,806 square feet more or less.

See the attached Exhibit "B" sheet 1, entitled "RIGHT-OF-WAY DEDICATION", which is made a part hereof.

TOGETHER WITH:

**LEGAL DESCRIPTION**

**DCO-02**

May 2, 2022

Page 2 OF 2

**TRACT 2**

**Commencing** at the north One-Quarter corner of said Section 14;

Thence along the north-south centerline of said Section 14 South  $00^{\circ}11'26''$  East a distance of 1225.95 feet to a point on the southeasterly Right-of-Way of Deschutes Market Road which falls 30.00 feet right, when measured at a right angle, of Deschutes Market Road centerline station 17+57.38 and the true **Point of Beginning** of the tract described herein;

Thence continuing along said centerline of Section 14 South  $00^{\circ}11'26''$  East a distance of 99.87 feet to the center-north one-sixteenth corner of said Section 14, also being the southeast corner of said Document 2006-38404;

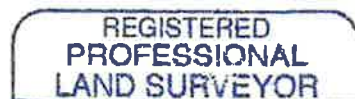
Thence along the south boundary line of said Document 2006-38404 North  $89^{\circ}59'00''$  West a distance of 127.95 feet to a point on said southeasterly Right-of-Way of Deschutes Market Road which falls 30.00

feet right, when measured at a right angle, of Deschutes Market Road centerline station 16+16.70 and the beginning of a non-tangent curve left;

Thence along said curve left, through a central angle of  $51^{\circ}23'44''$ , with a radius of 186.83 feet (long chord bears North  $51^{\circ}57'53''$  East, 162.03 feet) a distance of 167.59 feet to the **Point of Beginning**.

Contains 4,373 square feet more or less.

See the attached Exhibit "B" sheet 2, entitled "RIGHT-OF-WAY DEDICATION" which is made a part hereof.



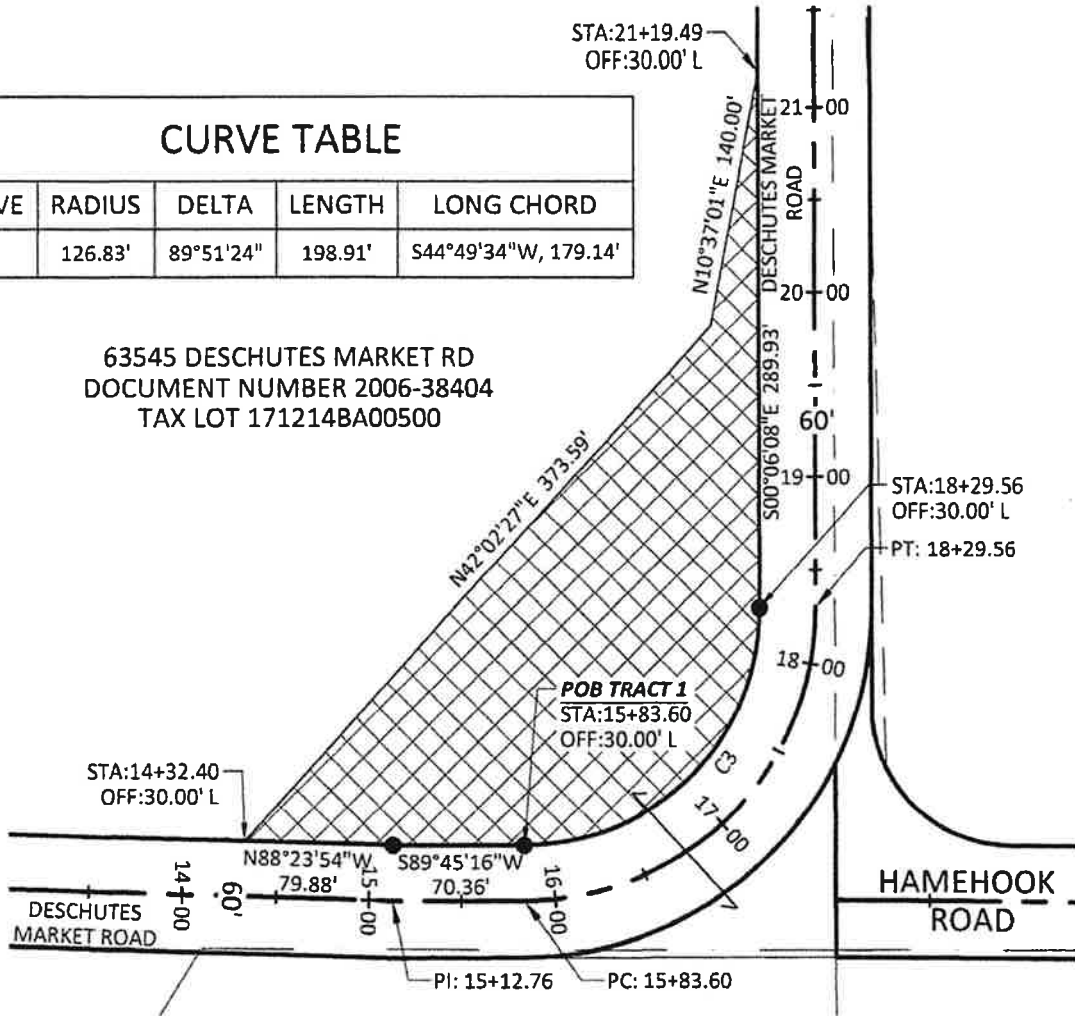
RENEWES: 6-30-23

# EXHIBIT "B"

## RIGHT-OF-WAY DEDICATION

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

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C3	126.83'	89°51'24"	198.91'	S44°49'34"W, 179.14'



BASIS OF BEARINGS AND DESCHUTES MARKET ROAD  
CENTERLINE STATIONING ARE PER CS20788



SCALE: 1" = 100'

### LEGEND

TRACT 1  
±40,806 SQ.FT.

- - FOUND MONUMENT PER CS20788
- POB - POINT OF BEGINNING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Taylor Haglund*

OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2023



**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

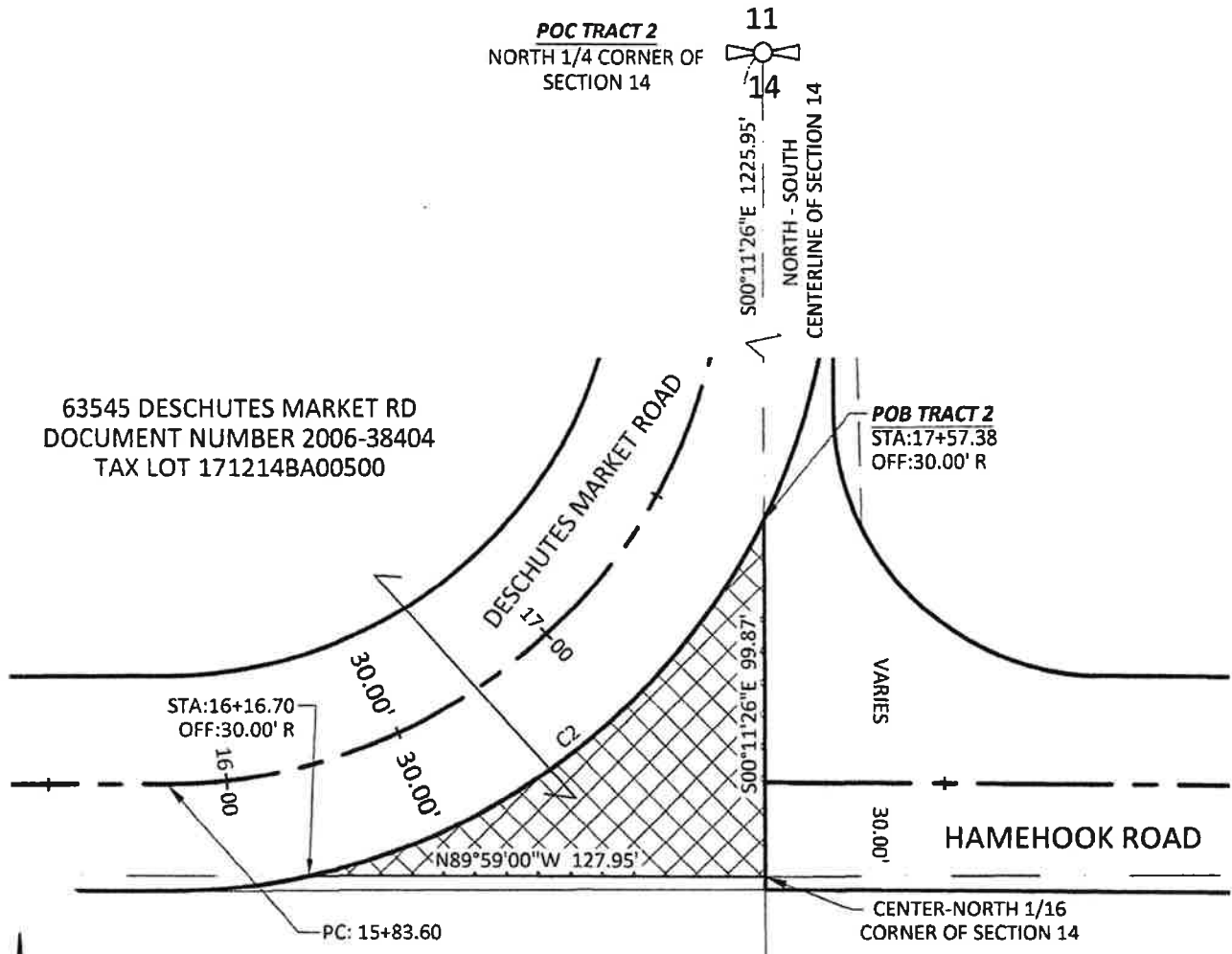
SEE ATTACHED LEGAL DESCRIPTION

DCO-02    CLG    5/2/2022    SHEET 1 OF 2



# EXHIBIT "B" RIGHT-OF-WAY DEDICATION

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



BASIS OF BEARINGS AND DESCHUTES MARKET ROAD  
CENTERLINE STATIONING ARE PER CS20788

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C2	186.83'	51°23'44"	167.59'	N51°57'53"E, 162.03'



SCALE: 1" = 50'

## LEGEND

- TRACT 2  
±4,373 SQ.FT.
- - FOUND MONUMENT PER CS20788
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT

SEE ATTACHED LEGAL DESCRIPTION

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Taylor Haglund*  
OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2023



**Harper  
Houf Peterson  
Righellis Inc.**

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