

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

HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT
Joan Volny, Trustees of the Norbert and Joan Volny Trust dated March 31, 1998
File No.: 008

THIS AGREEMENT is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, ("County"); and **Joan Volny, Trustees of the Norbert and Joan Volny Trust dated March 31, 1998** ("Grantor"), on the following terms and conditions:

RECITALS

1. Hunnell Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Hunnell Road: Loco Road to Tumalo Road Improvement project on Hunnell Road and Pohaku 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 a permanent slope easement for the real property described in the attached **Exhibit A** by slope easement for the purchase price of **Five Hundred Dollars (\$500.00)**

GRANTOR OBLIGATIONS

1. Grantor shall provide County with fully signed and executed permanent slope 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:
 - 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 permanent slope easement 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 permanent slope easement 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, County will deliver payment to Grantor in the amount of **Five Hundred Dollars (\$500.00)**. 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 10th day of March, 2022.

**Joan Volny, Trustees
of the Norbert and Joan Volny Trust
dated March 31, 1998**

Joan Volny Trust
Joan Volny, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Joan Volny, Trustee, acknowledged the foregoing instrument.

Dated this 10th day of March, 2022.

Janet Foster
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/14/2023

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: _____

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
Deschutes County Road Department
Hunnell Road Improvement Project: Loco Road to Tumalo Road
File Number 008
Tax Lot 1612330000903

SLOPE EASEMENT

A parcel of land lying in the Southwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Statutory Special Warranty Deed to Norbert J. Volny and Joan Volny, Trustees of the Norbert and Joan Volny Trust dated March 31, 1998, recorded November 12, 2009 as Instrument No. 2009-47903, Deschutes County Official Records, said parcel being that portion of said property lying between lines at right angles to Hunnell Road Centerline Stations 118+82.29 and 119+52.29 and included in a strip of land 40.00 feet in width, lying on the westerly side of said center line, which center line is described as follows:

BEGINNING at Hunnell Road Centerline Station PI 113+14.31, said point being South 85°36'41" East, 15.04 feet from a 5/8 inch iron rod marking the SW 1/16 corner of Section 33, Township 16 South, Range 12 East, Willamette Meridian and the initial point of "SUN CLOUD ESTATES" a duly recorded subdivision in the Deschutes County Official Records; thence North 00°07'56" East, 1329.92 feet to Hunnell Road Centerline Station PI 126+44.23, said point being North 89°58'50 East, 15.00 feet from a 5/8 inch iron rod with a yellow plastic cap (illegible) marking the CW 1/16 corner of said Section 33.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
118+82.29		119+52.29	40.00 in a straight line to 40.00

Containing 700 square feet, more or less.

See map attached as Exhibit "B", which is made a part hereof.

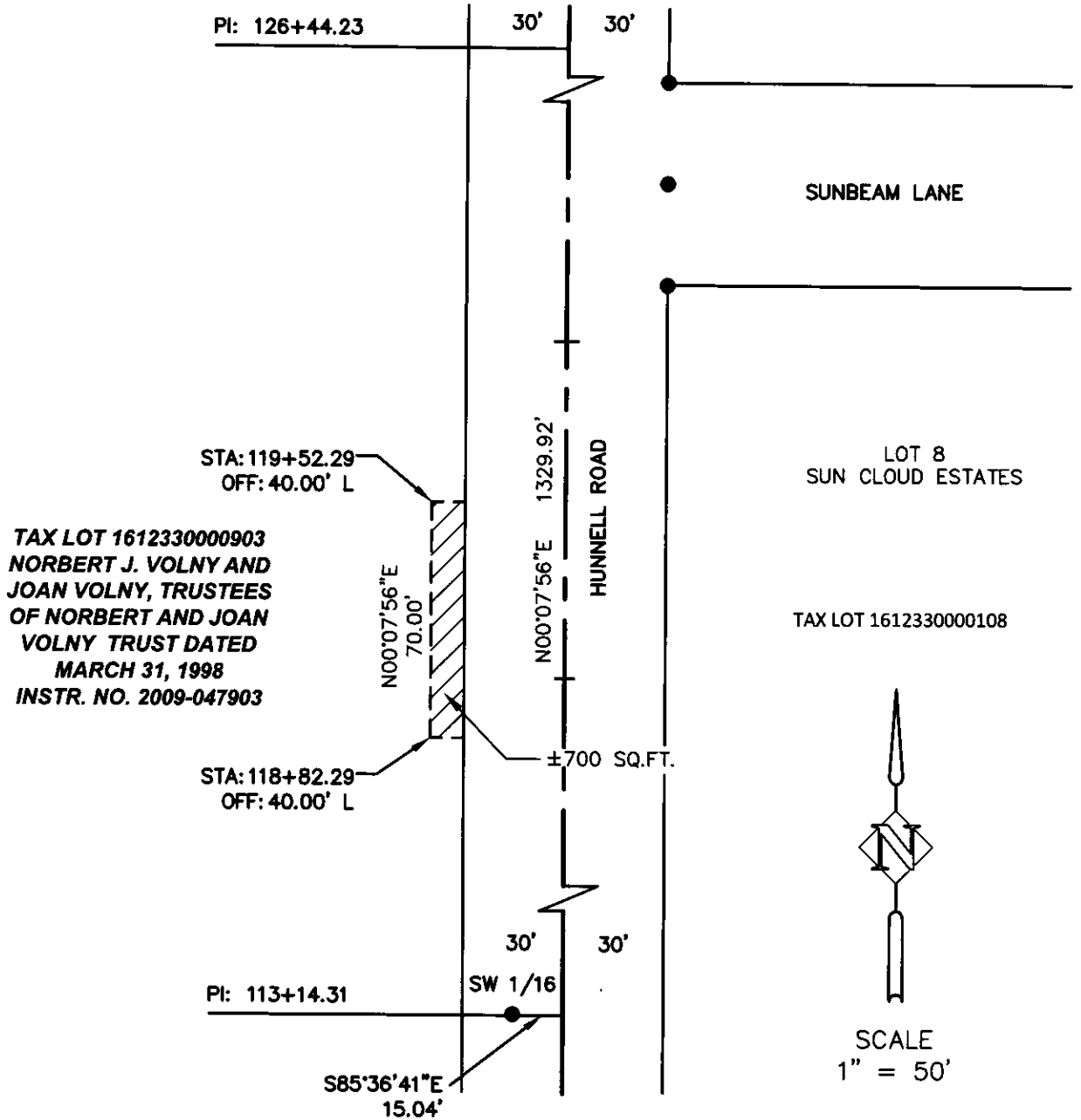
Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.



RENEWS: 12-31-2021
SIGNED 09-01-2021

EXHIBIT "B"

LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 33,
TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN,
DESCHUTES COUNTY, OREGON



LEGEND



SLOPE EASEMENT
± 700 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL
DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

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