

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2014-028

Approving the Transfer of Tax Foreclosed Property to Community Vision, Inc., a Non-profit Corporation, for Low Income Housing Purposes.

The Multnomah County Board of Commissioners Finds:

- a. The County has obtained title to certain real property more particularly described as:

That part of Lot 23, DeLashmutt and Oatman's Little Homes Subdivision No. 4, in the County of Multnomah and State of Oregon, described as follows:

The East ½, except the North 15 feet, of the following described real property:

Beginning at a point in the West line of Section 15, Township 1 South, Range 2 East of the Willamette Meridian, 997.32 feet South of the Northwest corner of Section 15; thence North 89°24' East 200 feet; thence Southerly parallel with the West line of Lot 23, Delashmutt and Oatman's Little Homes No. 4, a distance of 114.35 feet, more or less, to a point 200 feet Northerly from the South line of said lot; thence Westerly, parallel with the South line of said Lot 23, 200 feet to the West Line of said Lot; thence Northerly along the West line 114.35 feet, more or less, to the point of beginning.

TAX ACCOUNT NUMBER: R146290

(hereafter the "Property") through foreclosure for failure to pay lawfully imposed taxes and assessments.

- b. Under ORS 271.330(2), the County may elect to donate property acquired through tax foreclosure to qualified, non-profit corporations; provided such non-profits use the property for low income housing.
- c. Community Vision, Inc., (CVI), is a qualified non-profit under ORS 271.330, and CVI has agreed to use and or further develop the Property for the purposes of low income housing after transfer under the terms of the attached "Low Income Housing Development Agreement" (Agreement) identified as "Exhibit A" to this Resolution.

The Multnomah County Board of Commissioners Resolves:

1. The transfer of the Property to CVI and development of the Property in accordance with the Agreement is approved.
2. The Chair is authorized to execute all documentation required to complete said transfer, including the attached deed identified as "Exhibit B" and the Agreement in a form substantially in conformance with the terms and conditions set forth in the Agreement.

3. The County shall cause all appropriate documentation relating to the transfer to be recorded in the County Deed Records.

ADOPTED this 27th day of March, 2014.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Marissa Madrigal, Acting Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Lindsay Kandra, Assistant County Attorney

SUBMITTED BY: Sherry Swackhamer, Interim Director, Dept. of County Management

EXHIBIT A TO THE RESOLUTION

Until a change is requested, all tax statements shall be sent to the following address:

(Grantees) COMMUNITY VISION, INC
1750 SW SKYLINE BLVD SUITE 102
PORTLAND OR 97221

After recording return to:

(Grantor) MULTNOMAH COUNTY SPECIAL PROGRAMS
501 SE HAWTHORNE BLVD
PORTLAND OR 97214

LOW INCOME HOUSING DEVELOPMENT AGREEMENT

Dated: _____, 2014

The Parties:

COMMUNITY VISION, INC., an Oregon non-profit corporation, headquartered at 1750 SW Skyline Blvd., Suite 102, Portland, Oregon 97221 ("CVI"); and **MULTNOMAH COUNTY, OREGON**, a Political Subdivision of the State of Oregon; located at 501 SE Hawthorne, Portland, Oregon 97214 ("County"); collectively referred to herein as the "Parties" agree to all terms and conditions contained in this agreement ("Agreement").

Recitals:

- A. The County as required under state law obtains title to real property that is foreclosed for failure to pay lawfully imposed taxes and assessments.
- B. As authorized under ORS 271.330, the County may elect to donate property acquired through tax foreclosure to qualified, non-profit corporations, provided such non-profits use the donated property for low income housing. For purposes of this Agreement, "Low Income Housing" or "LIH" means either using the real property for the purpose of providing low income rental unit(s) to persons or families with incomes adjusted for family size at or below 60% of the median income ("Eligible Individuals"); or using the real property for providing home ownership opportunities to eligible persons or families with incomes adjusted for family size at or below 80% of the median income in Multnomah County, Oregon ("Eligible Buyers").
- C. CVI is an Oregon non-profit corporation and is qualified under ORS 271.330 to receive the donation of tax foreclosed property by the County for use as low income housing.
- D. CVI has requested and the County has agreed to the transfer by donation of certain real property "AS IS, WHERE IS"; that is located at 10239 SE Liebe St, Portland OR, and more particularly described in the attached Exhibit 1 to the Agreement, hereinafter referred to as "the Property."
- E. The consideration for the donation of the Property is CVI's stipulation and commitment as evidenced by its duly authorized representative's signature below, to use the Property solely for low income housing purposes for a period of not less than thirty (30) years from the date of transfer. CVI has proposed development on the Property of a 1200 square foot single-family residence for use as Low Income Housing.
- F. The restrictions contained herein are intended to provide for the use of the Property as the primary residence of Eligible Individual(s) for a period of 30 years from the recording date of this instrument, as further provided herein. It is the policy of the County to ensure that safe, decent and

affordable housing is made available to qualifying individuals at affordable prices throughout the entire term of this Agreement in order to ensure the long-term availability of affordable housing in Multnomah County, Oregon.

G. Further, the Parties stipulate that the Property has not been the subject of any examinations or inspections at the time of this transfer and their existing condition are unknown, and that the transfer of the Property is "AS IS, WHERE IS".

H. The intent of this Agreement is to ensure that, for a period of 30 years from the transfer date, the Property only be used for Low Income Housing purposes to Eligible Individuals or Eligible Buyers, and that all of said Eligible Individuals and Eligible Buyers occupy said housing units as their primary residence.

AGREEMENT:

Therefore, in consideration of the promises and covenants set forth herein and of other valuable consideration, the receipt and sufficiency of which is acknowledged, CVI and the County agree as follows:

Section 1: Incorporation of Recitals.

The foregoing recitals are incorporated into this Agreement by this reference.

Section 2: Representations and Warranties of CVI.

CVI represents and warrants as follows:

2.1 Non-Profit. CVI is (i) a duly organized non-profit corporation under the laws of the state of Oregon, (ii) qualified to transact business in the state of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Declaration.

2.2 No Violation of Law or Contract. The execution and performance of this Agreement by CVI (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which CVI is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

2.3 Financial Status. There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of CVI, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as now contemplated by this Agreement or would materially adversely affect its financial condition.

2.4 Property. CVI covenants that it will forever defend rights hereunder and the priority of this Agreement against the adverse claims and demands of all persons.

2.5 Impositions. CVI will pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Property (the "Impositions"); however, if by law any such Imposition may be paid in installments, CVI may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. CVI will furnish to County promptly on request satisfactory evidence of the payment of all Impositions. County is hereby authorized to request and receive from the responsible governmental

and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions. As of the date of transfer there are no ad valorem real property tax liens against the Property.

2.6 Liens. CVI will pay when due all claims for labor and materials that, if unpaid, might become a lien on the Property.

Section 3: Property Development and Use.

3.1 Low Income Housing. The Property shall be used for low income housing purposes in accordance with this Agreement.

3.2 AS IS WHERE IS. CVI is acquiring the Property in "AS-IS, WHERE IS" condition, subject to the following:

3.2.1 The County disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.

3.2.2 CVI acknowledges that (i) the County did not develop the Property; (ii) CVI is a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and accepting title to the Property; (iii) CVI has entered into this Agreement with the intention of making and relying upon its own (or its experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iv) CVI is not relying upon any representations and warranties made by the County or anyone acting or claiming to act on the County's behalf concerning the Property.

3.2.3 CVI further acknowledges that it has not received from the County any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.

3.2.4 CVI accepts the Property in its "AS IS, WHERE IS" condition and assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to CVI, as between the County and CVI, any liability that may now or in the future exist under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, the Oregon Superfund Law, ORS 465.000, the Oregon Hazardous Waste Law, ORS 466.000, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property.

3.3 Preliminary Development Period. CVI has requested and the County has agreed to an accommodation to CVI of a limited period of not to exceed three years after the transfer date, wherein CVI will finalize its development plans for the Property, and secure sufficient funding to construct LIH on the Property. This limited time period shall be referred to for purposes of this Agreement as the "Preliminary Development Period" or "PDP". CVI shall defend, indemnify and hold harmless the County, its officials, employees and agents from and against any and all claims, suits, actions, losses,

damages, liabilities, cost and expenses, including but not limited to attorney fees and court costs, resulting from, arising out of or relating to the County's granting of this accommodation to CVI under this Subsection 3.3.

3.3.1 During the PDP, upon request, CVI shall provide the County with documentation showing that CVI has funds, or commitments for funds, sufficient to complete the development of the Property for LIH before the end of the PDP. The sufficiency of the documentation shall be determined by the County at its sole discretion. In order to assist the County in making its determination, CVI shall provide (i) evidence reasonably satisfactory to the County that applications are pending with equity investors, lenders, governmental agencies, and/or foundations to provide sufficient funds to complete the development, and (ii) source and use information in such detail as the County may reasonably request to show that the development is feasible.

3.4 The Construction Period. During the construction phase of the PDP, CVI shall design, plan and construct LIH on the Property in a timely, responsible, safe, workmanlike manner, in compliance with all applicable laws, codes and regulations for such activities.

3.5 Financing. During the term of this Agreement, CVI shall not sell or convey the Property, or any interest therein, without the prior written consent of the County; provided, however, that CVI may grant one or more reasonable mortgages or trust deeds encumbering the Property or make collateral assignments of interests in the Property for the purpose of financing construction of improvements on the Property, pursuant to the development plan of CVI. The County will subordinate its interest in the Property to such reasonable encumbrances including financing for the sale of the completed house to a qualified buyer. PROVIDED, the County will not consent to any subordination agreement or other agreement of any kind that seeks to eliminate the County's rights to enforce this Agreement and the requirements that the Property be used for Low Income Housing as provided herein.

3.5.1 CVI intends and covenants to develop one single-family dwelling for low-income housing purposes in accordance with this Agreement, State law, and applicable local rules and regulations.

3.6 Resale. Any resale of the Property by CVI during the 30-year term of this Agreement shall be to one or more individual purchasers whose aggregate income is equal to or less than eighty percent (80%) of the area median income, as adjusted for family size, for Multnomah County, Oregon, as established from time to time during the term of this Agreement by the United States Department of Housing and Urban Development, or any successor agency ("Area Median Income"). During the 30-year term of this Agreement, all subsequent owners who desire to sell the Property may sell the Property provided, however, that the Property is sold for occupancy as the principal residence of the purchaser or purchasers and then only to one or more individuals whose aggregate income is at or below eighty percent (80%) of the then current Area Median Income.

3.7 Occupancy. During the term of this Agreement, at least one of the then current owners or occupants of the Property, except for CVI, shall at all times occupy the Property as his or her primary personal residence, except for such periods of time that repair, renovation, demolition or reconstruction or similar activities shall make occupancy impractical; provided that this exception shall be based on a reasonable schedule for completion of such activities, and that any undue period of vacancy shall be deemed a default.

3.8 Inspections and Documentation.

3.8.1. CVI shall permit the County, or any duly authorized representative of the County, during normal business hours and upon reasonable notice to inspect the Property.

3.8.2. CVI shall submit any other information, documents, or certifications requested by the County that the County in its reasonable discretion shall deem necessary or appropriate to substantiate CVI's continuing compliance with the provisions of this Agreement.

3.9 Maintenance. CVI shall maintain the Property in good repair, working order and condition, including without limitation maintaining the Property in compliance with any nuisance abatement standards which may apply to the Property. CVI will not commit or suffer any waste or strip of the Property.

3.10 Damage or Destruction. If the Property or improvements on the Property are damaged or destroyed, CVI shall use its best efforts, subject to the rights of any mortgagee, to repair and restore improvements on the Property to substantially the same condition as existed prior to the event causing such damage or destruction, and specifically with respect to damage or takings in Condemnation as provided in Section 8; and thereafter to operate the Property in accordance with the terms of this Agreement.

3.11 Environmental Compliance.

3.11.1. For purposes of this section, *Environmental Law* means any federal, state, or local law or regulation now or hereafter at any time pertaining to Hazardous Substances or environmental conditions. For purposes of this section, *Hazardous Substance* includes, without limitation, any substance that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local law or regulation.

3.11.2. CVI will not use, generate, store, release, discharge, or dispose of on, under, or about the Trust Property or the groundwater thereof any Hazardous Substance and will not permit any other person to do so, except for storage and use of Hazardous Substances (and in such quantities) as may commonly be used for household purposes, as long as those substances are stored and used in compliance with all Environmental Laws. CVI will keep and maintain the Property in compliance with all Environmental Laws.

3.11.3 If any investigation, monitoring, containment, cleanup, or other remedial work of any kind is required on the Property under any applicable Environmental Law or by any governmental agency or person in connection with a release of a Hazardous Substance, CVI will promptly complete all that work at CVI's expense.

3.11.4 All representations, warranties, and covenants in this Section 3.8 are to survive beyond the term of the Agreement.

3.12 Limitations of Use. CVI will not initiate or consent to any replatting, partitioning, or rezoning of the Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of the Property without the prior written consent of County, which shall not be unreasonably withheld.

Section 4: Recording and Filing; Covenants To Run With the Land.

4. Recording and Filing. This Agreement shall be recorded and filed in the Deed Records of Multnomah County, Oregon.

4.1 Covenants to Run With the Land. Upon recording and for the duration of the thirty (30) year term of this Agreement, the terms and conditions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Property (i) shall be and are covenants running with the Property, including all improvements on the Property, encumbering the Property for the term of this Agreement, binding upon CVI's successors in title and all subsequent owners; (ii) are not merely personal

covenants of CVI and its successors and assigns; and (iii) shall bind CVI and its successors and assigns during the term of this Agreement with the benefits inuring to the County.

4.2. Compliance with Law. CVI agrees that any and all requirements of the laws of the state of Oregon to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Property, including all improvements thereon, for the term of this Agreement. The covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property, or a portion thereof, provides that such conveyance is subject to this Agreement.

Section 5: Default.

5.1 Default Defined. The following shall be considered an event of default ("Event of Default"):

5.1.1 CVI's failure to perform or comply with any term, covenant or condition of this Agreement within 30 days after written notice from the County to perform or satisfy the term, covenant or condition, or, if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.

5.1.2 CVI's failure to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or, if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.

5.1.3 Any representation or warranty by CVI herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.

5.1.4 The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.

5.1.5 The filing by CVI of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of CVI, or of any substantial part of its property, or the making by CVI of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by CVI in furtherance of any such action.

5.1.6 The commencement of an action against CVI seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of CVI of any trustee, receiver or liquidator of CVI, or of all or any substantial part of the properties of CVI, which appointment is not vacated within 60 days after such appointment.

5.2 Remedies for Events of Default.

5.2.1 Upon the occurrence of an Event of Default, the County may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to recover monetary damages caused by such violation or attempted violation, such damages to include but not be limited to all costs, expenses including, but not limited to, staff and administrative expense, fees including, but not limited to, all reasonably attorneys' fees which may be incurred by the County or any other party in enforcing or attempting to enforce this Agreement following such Event of Default on the part of CVI or its successors, whether the same shall be enforced by suit or otherwise.

5.2.2 If the Event of Default is the failure by CVI to use the LIH Building in whole or in part for the purpose of Low Income Housing as set forth herein, for a period of time exceeding 90 consecutive days, the County's remedies include the right of reversion of the title to the Property back to the County. Provided this Subsection shall not apply in a situation covered under Subsection 7.3 Casualty/Loss Renovation or Section 8, Condemnation.

Section 6: Term.

The term of this Agreement commenced as of the date first set forth above and shall end at 11:59 p.m. on April 1, 2044.

Section 7: Insurance.

7.1 Property and Other Insurance. CVI will obtain and maintain during the term of this Agreement Basic Form property insurance, in an amount not less than the amount of the full replacement cost of the Property, without reduction for coinsurance.

7.2. Insurance Companies and Policies. All insurance must (a) be written by a company or companies reasonably acceptable to County, (b) require 10 days' prior written notice to County of cancellation or reduction in coverage. CVI will furnish to County on request a certificate evidencing the coverage required under this Agreement and a copy of each policy. CVI is responsible for notifying County of any changes in insurance coverage.

7.3 Casualty/Loss Restoration.

7.3.1. After the occurrence of any casualty to the Property, whether or not covered by insurance, CVI will give prompt written notice thereof to County. County may make proof of loss if CVI fails to do so promptly and to County's satisfaction.

7.3.2. All insurance proceeds with respect to the Property must be applied to the renovation, repair, restoration or reconstruction of the Property for the purpose of reinstating the authorized use of the Property. Provided, CVI shall have reasonable discretion to renovate or rebuild improvements differently than the existing structure on site in a manner in its professional judgment, best suited to accomplish viable, sustainable low income housing at the Property.

Section 8: Condemnation.

If the Property or any part of it is taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a "Condemnation"), or if CVI receives any notice or other information regarding such action, CVI will give immediate notice thereof to County. All compensation, awards, relocation assistance and other payments or relief therefore ("Condemnation Proceeds") up to the full amount of the value of the Property shall be applied first to the restoration of the Property and the intended use thereof as low income housing; provided, that if the intended use of the Property is no longer reasonably capable as a direct result of the Condemnation; towards the

purchase of suitable residential property to relocate the then occupants for the purpose to continue the provision of low income housing at such new residential property.

Section 9: General Provisions.

9.1 Severability. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions thereof.

9.2 Amendment. The County, together with CVI and the then current occupant or owner of the Property, if other than CVI, may execute and record any amendment to, or modification of, this Agreement, and such amendment or modification shall be binding on parties and their successors and assigns.

9.3 Notices. All notices or other communications to be given pursuant to the Agreement, shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the recipient at the address first set forth above, or to such other address as a party may from time to time designate by notice given as provided in this Section.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon without regard to the conflict of law provisions.

9.5 Venue. Venue for any suit or action commenced to enforce or interpret this Agreement shall be in the Circuit Court of Multnomah County, Oregon.

9.6 Indemnity. CVI will, to the fullest extent allowed by law, hold County, its respective, officers, employees, agents, and lawyers harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with County's interests and rights under this Agreement.

9.7 Time is of the Essence. Time is of the essence with respect to all covenants, terms and conditions of CVI under this Agreement.

9.8 Final Agreement. Seller and Buyer agree that this Agreement states their entire agreement and declare that no promises, representations, or agreements other than those herein contained have been made or relied upon. Any changes or amendments hereto must be made in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

FOR COMMUNITY VISION, INC.:

By _____
Joe Wykowski, Executive Director
of Community Vision, Inc.

FOR MULTNOMAH COUNTY:
BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Marissa Madrigal, Acting Chair

Acknowledgments

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Joe Wykowski, as Executive Director of Community Vision, Inc., an Oregon non-profit corporation, on behalf of its Board of Directors.

Notary Public for Oregon;
My Commission expires:

STATE OF OREGON)
)ss.
County of Multnomah)

This instrument was acknowledged before me this ____ day of _____, 2014, by Marissa Madrigal, Acting Chair, Board of Commissioners, Multnomah County, Oregon, on behalf of its Board of County Commissioners; and that the said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Marina A Baker
Notary Public for Oregon;
My Commission expires: 7/14/2014

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Lindsay Kandra, Assistant County Attorney

EXHIBIT 1 TO THE AGREEMENT

LEGAL DESCRIPTION:

That part of Lot 23, DeLashmutt and Oatman's Little Homes Subdivision No. 4, in the County of Multnomah and State of Oregon, described as follows:

The East ½, except the North 15 feet, of the following described real property:

Beginning at a point in the West line of Section 15, Township 1 South, Range 2 East of the Willamette Meridian, 997.32 feet South of the Northwest corner of Section 15; thence North 89°24' East 200 feet; thence Southerly parallel with the West line of Lot 23, DeLashmutt and Oatman's Little Homes No. 4, a distance of 114.35 feet, more or less, to a point 200 feet Northerly from the South line of said lot; thence Westerly, parallel with the South line of said Lot 23, 200 feet to the West Line of said Lot; thence Northerly along the West line 114.35 feet, more or less, to the point of beginning.

TAX ACCOUNT NUMBER: R146290

EXHIBIT B TO THE RESOLUTION

Until a change is requested, all tax statements shall be sent to the following address:

(Grantee) COMMUNITY VISION, INC.
1750 SW SKYLINE BLVD SUITE 102
PORTLAND OR 97221

After recording return to:

(Grantor) MULTNOMAH COUNTY SPECIAL PROGRAMS
501 SE HAWTHORNE BLVD
PORTLAND OR 97214

D142378 for R146290

Bargain & Sale Deed

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to Community Vision, Inc., and Oregon non-profit corporation, **Grantee**; the following described real property: See attached Exhibit 1.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$0, but consists of other consideration the receipt whereof is hereby acknowledged.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered on March 27, 2014, by Resolution No _____; has caused this deed to be executed by the Chair of the County Board.

Dated the ____ day of March, 2014.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Marissa Madrigal, Acting Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this ____ day of March 2014, by Marissa Madrigal, to me personally known, as Acting Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Marina A Baker
Notary Public for Oregon;
My Commission expires: 7/14/2014

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Lindsay Kandra, Assistant County Attorney

Exhibit 1 (Deed D142378)

LEGAL DESCRIPTION:

That part of Lot 23, DeLashmutt and Oatman's Little Homes Subdivision No. 4, in the County of Multnomah and State of Oregon, described as follows:

The East ½, except the North 15 feet, of the following described real property:

Beginning at a point in the West line of Section 15, Township 1 South, Range 2 East of the Willamette Meridian, 997.32 feet South of the Northwest corner of Section 15; thence North 89°24' East 200 feet; thence Southerly parallel with the West line of Lot 23, DeLashmutt and Oatman's Little Homes No. 4, a distance of 114.35 feet, more or less, to a point 200 feet Northerly from the South line of said lot; thence Westerly, parallel with the South line of said Lot 23, 200 feet to the West Line of said Lot; thence Northerly along the West line 114.35 feet, more or less, to the point of beginning.

TAX ACCOUNT NUMBER: R146290