

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Approving the Transfer of Tax Foreclosed Property to Linnton Community Center, a Nonprofit Corporation, for Social Services

**The Multnomah County Board of Commissioners Finds:**

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

Lot 12, Block 46, TOWN OF LINNTON, in the City of Portland, County of Multnomah and State of Oregon.

**TAX ACCOUNT NUMBER:** R288400

(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 nonprofit corporations, provided such nonprofit corporations use the property for a qualifying purpose. Qualifying purposes include "social services" as defined in ORS 271.330(2)(b)
- c. Linnton Community Center, (LCC), is a qualified nonprofit corporation under ORS 271.330, and LCC has agreed to use and/or further develop the Property for social service purposes and consistent with the terms of the attached "Performance Agreement" (Agreement), identified as "Exhibit A" to this Resolution.

**The Multnomah County Board of Commissioners Resolves:**

1. The transfer of the Property to LCC, as authorized under ORS 271.330(2), 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 Multnomah County Deed Records.

ADOPTED this 24th day of April 2014.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Marissa Madrigal, Acting Chair

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

By \_\_\_\_\_  
Courtney Lords, 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:

(Grantee) LINNTON COMMUNITY CENTER, INC  
10614 NW ST. HELEN'S RD  
PORTLAND OR 97231

After recording return to:

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

### PERFORMANCE AGREEMENT

**Dated:** \_\_\_\_\_, 2014

#### The Parties:

**LINNTON COMMUNITY CENTER**, an Oregon nonprofit corporation, headquartered at 10614 NW St. Helen's Rd., Portland, Oregon 97231 ("LCC"); 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 performance 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 nonprofit corporations, provided such nonprofit corporations use the donated property for the provision of social services ("Social Services"). For purposes of this Agreement and pursuant to ORS 271.330(2)(b)(B), Social Services means using the real property for the purpose of providing services which include, but are not limited to, education, training, counseling, health and mental health services, and child care services along with the provision of facilities and administrative services to support such Social Services.
- C. LCC is an Oregon nonprofit corporation that is qualified under ORS 271.330 to receive the donation of tax foreclosed property from the County for the provision of Social Services.
- D. LCC has requested, and the County has agreed to, the transfer by donation of certain real property "AS IS, WHERE IS"; that is located at 10837 NW Front Ave, Portland, OR, and more particularly described as:

Lot 12, Block 46, TOWN OF LINNTON, in the City of Portland, County of Multnomah and State of Oregon.

hereinafter referred to as "the Property."

- E. The consideration for the donation of the Property is LCC's stipulation and commitment to use the Property solely for Social Services purposes for a period of not less than thirty (30) years from the date of transfer.

F. The restrictions contained herein are intended to preserve use of the Property for use in LCC's provision of Social Services to eligible Individual(s) for a period of 30 years from the recording date of this instrument, as further provided herein.

## **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, LLC and the County agree as follows:

### **Section 1: Representations and Warranties**

LCC represents and warrants as follows:

1.1 Nonprofit. LCC is (i) a duly organized nonprofit 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.

1.2 No Violation of Law or Contract. The execution and performance of this Agreement by LCC (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 LCC 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.

1.3 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 LCC, 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.

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

1.5 Impositions. LCC 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, LCC may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. LCC 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.

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

## **Section 2: Property Development and Use.**

2.1 Social Services. LCC intends and covenants to construct improvements on the Property for the provision of Social Services, in accordance with this Agreement, State law, and applicable local rules and regulations.

2.2 AS IS WHERE IS. LCC is acquiring the Property in “AS-IS, WHERE IS” condition, subject to the following:

2.2.1 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.

2.2.2 LCC acknowledges that (i) the County did not develop the Property; (ii) LCC 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) LCC 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) LCC 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.

2.2.3 LCC 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.

2.2.4 LCC 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 LLC, as between the County and LLC, 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.

2.3 Preliminary Development Period. LCC has requested, and the County has agreed to, an accommodation to LCC of a limited period of not to exceed three years after the transfer date, wherein LCC will finalize its development plans for the Property, and secure sufficient funding to construct improvements on the Property. This limited time period shall be referred to for purposes of this Agreement as the “Preliminary Development Period” or “PDP.” LCC 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 LCC under this Subsection 2.3.

2.3.1 During the PDP, upon request, LCC shall provide the County with documentation showing that LCC has funds, or commitments for funds, sufficient to complete the

development of the Property for Social Services 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, LCC 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.

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

2.5 Financing. During the term of this Agreement, LCC shall not sell or convey the Property, or any interest therein, without the prior written consent of the County; provided, however, that LCC 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 LCC. The County will subordinate its interest in the Property to such reasonable encumbrances including financing for the sale of the completed workshop 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 requirement that the Property be used for the provision of Social Services, as provided herein.

2.6 Occupancy. During the term of this Agreement, LCC shall at all times occupy the Property, 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.

2.7 Inspections and Documentation.

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

2.7.2. LCC 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 LCC's continuing compliance with the provisions of this Agreement.

2.8 Maintenance. LCC 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. LCC will not commit or suffer any waste or strip of the Property.

2.9 Damage or Destruction. If the Property, or improvements on the Property, are damaged or destroyed, LCC 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 7; and thereafter to operate the Property in accordance with the terms of this Agreement.

2.10 Environmental Compliance.

2.10.1. 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.

2.10.2. LCC 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. LCC will keep and maintain the Property in compliance with all Environmental Laws.

2.10.3 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, LCC will promptly complete all that work at LCC's expense.

2.10.4 All representations, warranties, and covenants in this Section 2.10 are to survive beyond the term of the Agreement.

2.11 Limitations of Use. LCC 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 3: Recording and Filing; Covenants To Run With the Land.**

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

3.1 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 LCC's successors in title and all subsequent owners; (ii) are not merely personal covenants of LCC and its successors and assigns; and (iii) shall bind LCC and its successors and assigns during the term of this Agreement with the benefits inuring to the County.

3.2. Compliance with Law. LCC 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 4: Default.**

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

4.1.1 LCC'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.

4.1.2 LCC'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.

4.1.3 Any representation or warranty by LCC 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.

4.1.4 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.

4.1.5 The filing by LCC 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 LCC, or of any substantial part of its property, or the making by LCC 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 LCC in furtherance of any such action.

4.1.6 The commencement of an action against LCC 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 LCC of any trustee, receiver or liquidator of LCC, or of all or any substantial part of the properties of LCC, which appointment is not vacated within 60 days after such appointment.

#### 4.2 Remedies for Events of Default.

4.2.1 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 reasonable 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 LCC or its successors, whether the same shall be enforced by suit or otherwise.

4.2.2 If the Event of Default is the failure by LCC to use the Property for the purposes set forth herein, for a period of time exceeding 90 consecutive days, the County's remedies include, but are not limited to, 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 6.3 Casualty/Loss Renovation or Section 7, Condemnation.

#### **Section 5: Term.**

The term of this Agreement commenced as of the date first set forth above and shall end, unless modified in a writing executed by both Parties, at 11:59 p.m. on June 1, 2044.

## **Section 6: Insurance.**

6.1 Property and Other Insurance. LCC 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.

6.2. 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. LCC will furnish to County on request a certificate evidencing the coverage required under this Agreement and a copy of each policy. LCC is responsible for notifying County of any changes in insurance coverage.

### 6.3 Casualty/Loss Restoration.

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

6.3.2. 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, LCC 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 Social Service provision at the Property.

## **Section 7: 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 LCC receives any notice or other information regarding such action, LCC 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. If the intended use of the Property is no longer reasonable as a direct result of the Condemnation, compensation, awards, relocation assistance and other payments or relief shall be applied towards the purchase of property suitable for LCC's provision of Social Services.

## **Section 8: General Provisions.**

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

8.2 Amendment. The County, together with LCC and the then current occupant or owner of the Property, if other than LCC, 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.

8.3 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.

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

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

8.6 Indemnity. LCC 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.

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

8.8 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 LINNTON COMMUNITY CENTER:**

**FOR MULTNOMAH COUNTY:  
BOARD OF COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By \_\_\_\_\_  
Daniel Faccinetti, Executive Director  
Linnton Community Center

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 Daniel Faccinetti, as Executive Director of Linnton Community Center, 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 \_\_\_\_\_  
Courtney Lords, Assistant County Attorney

**EXHIBIT B TO THE RESOLUTION**

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

(Grantee) LINNTON COMMUNITY CENTER  
10614 NW ST HELEN'S RD  
PORTLAND OR 97231

After recording return to:

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

**D142405 for R288400**

**Bargain & Sale Deed**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to Linnton Community Center, an Oregon nonprofit corporation, **Grantee**, the following described real property:

Lot 12, Block 46, TOWN OF LINNTON, in the City of Portland, County of Multnomah and State of Oregon.

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 April 24th, 2014, by Resolution No \_\_\_\_\_, has caused this deed to be executed by the Chair of the County Board.

Dated the \_\_\_\_ day of \_\_\_\_\_, 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 April 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 \_\_\_\_\_  
Courtney Lords, Assistant County Attorney