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。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **bcc@clackamas.us | 503-655-8581**.



Clackamas County
www.clackamas.us

June 17, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment and Subordination Agreement to a HOME Loan for the Town Center Courtyard affordable housing project. Amendment Value is \$0. Total Agreement Value is \$0. No County General Funds are involved.

Previous Board Action/Review:

December 11, 2014, BCC approval agenda Item 2014115 IV.A.1

Performance Clackamas: Safe and Secure communities.

Counsel Review: Yes, Andrew Naylor

Contact Person: Mark Sirois

Procurement Review: N/A

Contact Phone: 503-351-7240

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of an Amendment and Subordination Agreement to a HOME Loan with Central City Concern for the Town Center Greens/Courtyard.

The Amendment changes the legal description to describe a portion of the land to lease. The Subordination Agreement allows for the separated land of approximately 1/3 acre to be leased for an additional affordable housing project to be built by Central City Concern.

The new project on the leased land will be the Town Center Courtyards Phase II.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve the HOME Loan Amendment and the Subordination Agreement to contract 6998 and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health Housing and Human Services

Return Address:

CCC TCC Phase 2 LLC
c/o Central City Concern
232 NW Sixth Ave
Portland, OR 97209

CONSENT, SUBORDINATION, AND ATTORNMENT AGREEMENT

THIS CONSENT, SUBORDINATION, AND ATTORNMENT AGREEMENT (“**Agreement**”) is made to be effective as of the _____ day of _____, 2026, by and among Clackamas County, a political subdivision of the State of Oregon (“**Lender**”), Town Center Greens Limited Partnership, an Oregon limited partnership (“**Landlord**”), and CCC TCC Phase 2 LLC, an Oregon limited liability company (“**Tenant**”).

RECITALS

Landlord is the owner of the real property described in Exhibit A attached hereto (the “**Property**”).

Tenant and Landlord have entered into that certain Ground Lease Agreement (Town Center Phase II) (the “**Lease**”), pursuant to which Landlord has leased a portion of the Property (the “**Leased Property**”) to Tenant for the purposes of Tenant financing and developing an affordable housing Project on the Leased Property (the “**Tenant’s Project**”). The Leased Property is described in Exhibit B attached to this Agreement.

The Lease is evidenced by that certain Memorandum of Ground Lease Agreement dated as of June ____, 2026 and recorded under Clackamas County Recording No. _____ (the “**Memorandum of Ground Lease**”).

Landlord, Tenant, and Oregon Housing and Community Services Department have entered into that certain Tripartite Agreement, Subordination, and Declaration of Restrictive Covenants dated as of _____, 2026 (“**Tripartite Agreement**”) amending and subordinating the Lease to the terms of the Tripartite Agreement. In this Agreement, all references following this paragraph to the “Lease” shall be understood to refer to the Lease, as amended and subordinated by the Tripartite Agreement.

Lender made a loan to Landlord (the “**Loan**”). The Loan is secured by that certain Trust Deed Assignment Rents, Security Agreement and Fixture Filing in favor of First American Title Company of Oregon, as trustee, for the benefit of Lender, as the successor beneficiary, recorded under Clackamas County Recording No. 2015-039992 (as may be amended and restated from time to time, the “**Mortgage**”).

In order to accommodate the financing of the Tenant's Project, Lender has consented to the Lease and has agreed that the Mortgage will be subordinate to the Lease.

NOW, THEREFORE, in consideration of these promises, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Consent.** Lender hereby consents to the Lease.
2. **Subordination.** The Mortgage, and any renewals, modifications, consolidations, replacements and extensions of the Mortgage, is expressly made and will continue to be subject to and subordinate in all respects to the terms, conditions, operation and effect of the Lease, as evidenced by the Memorandum of Ground Lease, and subject to Section 3(c) below, to any renewals, modifications, replacements and extensions of the Lease or Memorandum of Ground Lease, and the interest in the Property of the Lender and its successors and assigns is subordinate to the provision(s) of the Lease.
3. **Tenant's Attornment.** In the event Lender or its designee succeeds to the interest in the Property through a foreclosure or deed in lieu of foreclosure (a "Successor Landlord"), then Tenant shall: (i) automatically attorn to and recognize Successor Landlord as the Landlord; and (ii) at Successor Landlord's request, execute an attornment agreement as Successor Landlord may reasonably request. Upon any such attornment, the Lease shall continue as a direct lease between Successor Landlord and Tenant on all of the same terms. Upon any such attornment, Successor Landlord shall not be: (a) liable for any previous act or omission of Landlord, except to the extent it continues after such attornment, (b) subject to any offset that Tenant could have claimed against Landlord before such attornment, or (c) bound by any modification to the Lease made without the consent of Lender.
4. **Landlord's Attornment.** In the event a lender of Tenant succeeds to the interest in the Leased Property through a foreclosure or deed in lieu of foreclosure (a "Successor Tenant"), then at Successor Tenant's request, Landlord shall: (i) automatically attorn to and recognize Successor Tenant as the Tenant; and (ii) execute an attornment agreement as Successor Tenant may reasonably request. Upon any such attornment, the Lease shall continue as a direct lease between Successor Tenant and Landlord on all of the same terms. Upon any such attornment, Successor Tenant shall not be: (a) liable for any previous act or omission of Tenant, except to the extent it continues after such attornment, (b) subject to any offset that Landlord could have claimed against Tenant before such attornment, or (c) bound by any modification to the Lease made without the consent of Tenant.
5. **Non-Disturbance.** So long as Tenant is not in default under the Lease beyond any applicable notice and cure period, the Lease shall not be terminated, modified, or disturbed by Lender, or any successor to Lender's interest in the Property, by reason of foreclosure of the Mortgage, a deed in lieu of foreclosure, or any other enforcement of

the Mortgage. So long as Tenant is not in default under the Lease beyond any applicable notice and cure period, the Lease shall remain in full force and effect and shall be binding upon Lender and any Successor Landlord.

6. **Notice to Leasehold Lender.** Lender agrees that it will not exercise any right to terminate the Lease or accept a surrender thereof without first giving written notice of such default to the leasehold mortgagee of Tenant at the following addresses (or to such other address as a leasehold mortgagee of Tenant may from time to time designate by notice to the Lender):

Heritage Bank
1000 SW Broadway, Ste 2170
Portland, OR 97205
Attention: Kathleen Swift

With a copy to:

Network for Oregon Affordable Housing
1750 S. Harbor Way, Suite 245
Portland, OR 97201
Attention: Ann Remmers

7. **Leasehold Lender Cure Rights.** Each leasehold mortgagee shall have the right, but not the obligation, to cure any default under the Lease within the same cure period provided to Tenant, plus an additional thirty (30) days, or such longer period as may be reasonably necessary if such default cannot reasonably be cured within such period and the leasehold mortgagee is diligently pursuing such cure.

Landlord and Lender agree that the Lease shall not be terminated by reason of any Tenant default unless the leasehold mortgagee has received written notice of such default and has failed to cure such default within the applicable cure period.

[Signatures continued on next page]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date and year first written above.

LENDER:

CLACKAMAS COUNTY,
a political subdivision of the State of Oregon

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me this ____ day of _____ 2026,
by _____, as the _____ of the Clackamas County, who
executed the foregoing instrument.

Notary Public for Oregon
My Commission Expires: _____

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date and year first written above.

LANDLORD:

TOWN CENTER GREENS LIMITED PARTNERSHIP,
an Oregon limited partnership

By: CCC-Town Center Greens, LLC,
an Oregon limited liability company

Its: General Partner

By: Central City Concern,
an Oregon nonprofit public benefit corporation
Its: Manager and Member

By: _____
Peter Beyer, Chief Financial Officer

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Peter Beyer Chief Financial Officer of Central City Concern, an Oregon nonprofit public benefit corporation, the manager and member of CCC-Town Center Greens, LLC, an Oregon limited liability company, the general partner of Town Center Greens Limited Partnership.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date and year first written above.

TENANT:

CCC TCC PHASE 2 LLC,
an Oregon limited liability company

By: Central City Concern,
an Oregon nonprofit public benefit corporation
Its: Manager

By: _____
Peter Beyer, Chief Financial Officer

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this __ day of _____, 2026 by Peter Beyer Chief Financial Officer of Central City Concern, an Oregon nonprofit public benefit corporation, the Manager of CCC TCC Phase 2 LLC, an Oregon limited liability company.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

Legal Description of Property

Real Property in County of Clackamas, State of Oregon, Described as Follows:

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 3 ¼” Brass Disc stamped “Clackamas County Surveyor, Public Land Corner, T1S R2E 532 + 533, ¼ Corner 2002, Unlawful to Disturb”, found in a Monument Box at the West ¼ Corner of said Section 33, Thence N89°48.06. E a distance of 383.14 Feet to a Found ½” iron rod with a red plastic cap stamped “Oregon LS 987”, being the True Point of Beginning, Thence N89°48.06 E a distance of 415.59 feet to a 5/8” iron rod with a red plastic cap stamped “Ferguson LS 2445”, thence S0°11.54.E a distance of 75.17 feet to a found 5/8” iron rod, thence southeasterly along a 525.00 Foot radius curve to the left, with a delta angle of 13°33.45., an arc length of 124.28 feet (chord S7°02.25W 124.00.) to a 5/8” iron rod with a red plastic cap stamped “Ferguson LS 2445”, thence S89°49.40.W a distance of 437.26 feet to a found ½” Iron rod with a red plastic cap stamped “Oregon LS 987”, thence N1°47.42.E a distance of 198.21 feet to the point of beginning.

EXCEPTING THEREFROM that leasehold portion described in a Memorandum of Ground Lease Agreement dated _____ and recorded _____ as Instrument No. _____ in Clackamas County Official Records, and more particularly described as follows:

A tract of land located in the Southwest One-Quarter of Section 33, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of Lot 6, Block 1 of the plat “Monterey Meadows”, Plat No. 653, Clackamas County Plat Records, also being on the south line of Document Number 2015- 039990, Clackamas County Deed Records; thence along said south line, North 88°33’45” West 25.46 feet to the southwest corner of said deed; thence along the west line of said deed, North 03°24’17” East 130.26 feet; thence leaving said west line, South 88°21’08” East 52.33 feet; thence South 00°53’48” West 12.97 feet; thence South 88°46’05” East 8.79 feet; thence South 01°26’52” West 117.05 feet to the south line of said deed; thence along said south line, North 88°33’45” West 40.23 feet to the Point of Beginning.

ALSO SUBJECT TO an easement for Access Rights as described in Ground Lease Agreement dated _____, 2026 as disclosed by a Memorandum of Ground Lease recorded _____ as Instrument No. _____.

EXHIBIT B

Legal Description of Leased Property

A tract of land located in the Southwest One-Quarter of Section 33, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of Lot 6, Block 1 of the plat "Monterey Meadows", Plat No. 653, Clackamas County Plat Records, also being on the south line of Document Number 2015- 039990, Clackamas County Deed Records; thence along said south line, North
88°33'45" West 25.46 feet to the southwest corner of said deed; thence along the west line of said deed, North 03°24'17" East 130.26 feet; thence leaving said west line, South 88°21'08" East 52.33 feet; thence South 00°53'48" West 12.97 feet; thence South 88°46'05" East 8.79 feet; thence South 01°26'52" West 117.05 feet to the south line of said deed;
thence along said south line, North 88°33'45" West 40.23 feet to the Point of Beginning.

TOGETHER WITH:

An easement for Access Rights as described in Ground Lease Agreement dated _____, 2026 as disclosed by a Memorandum of Ground Lease Agreement recorded _____ as Instrument No. _____.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CCC TCC Phase 2 LLC
c/o Central City Concern
232 NW Sixth Ave
Portland, OR 97209

AGREEMENT TO AMEND LEGAL DESCRIPTION
(Town Center Courtyard)

THIS AGREEMENT TO AMEND LEGAL DESCRIPTION (this “**Agreement**”) is made as of the [] day of _____, 2026, by and among the STATE OF OREGON, acting by and through its HOUSING AND COMMUNITY SERVICES DEPARTMENT (“**OHCS**”); CLACKAMAS COUNTY, a political subdivision of the State of Oregon (the “**County**”); CENTRAL CITY CONCERN, an Oregon nonprofit public benefit corporation (the “**Sponsor**”); and TOWN CENTER GREENS LIMITED PARTNERSHIP, an Oregon limited partnership (the “**Partnership**”). OHCS, the County, the Sponsor, and the Partnership are each individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. The Partnership is the owner of certain real property located in Clackamas County, Oregon and legally described on Exhibit A attached hereto (the “**Overall Property**”) upon which the Partnership constructed a 60-unit affordable housing development (the “**Phase 1 Project**”).

B. The Partnership financed the construction of the Phase 1 Project with, among other sources, (i) an award of 9% Low Income Housing Tax Credits from OHCS; (ii) a loan of Home Investment Partnership Program funds from the County; (iii) a grant of Low Income Weatherization Program funds from OHCS; and (iv) a grant of General Housing Account Program funds from OHCS (collectively, the “**Financing**”).

C. The Partnership intends to lease a portion of the Overall Property (the “**Phase 2 Property**”) to CCC TCC Phase 2 LLC, an Oregon limited liability company (the “**Phase 2 Tenant**”) for the construction of a 12-unit affordable housing project (the “**Phase 2 Project**”).

D. In furtherance of the Phase 2 Project, the Phase 2 Tenant has requested that the documents evidencing the Financing (collectively, the “**Documents**”) are amended to release the Phase 2 Property from the effect of the Financing, and the Parties have agreed to accommodate this request.

E. In furtherance of the foregoing, the Parties wish to replace the original legal description in the Documents (the “**Original Legal Description**”), including all Documents that were recorded with respect to the Financing described in **Exhibit B** attached hereto (collectively the “**Recorded Documents**”), with the amended legal description attached hereto as **Exhibit C** (the “**Amended Legal Description**”).

AGREEMENT

Pursuant to this Agreement and for good and valuable consideration, the value of which each Party agrees is sufficient, the Parties authorize and direct the recording of this Agreement in the Official Records of Clackamas County, and hereby agree that each legal description of real property attached to each of the Documents, including the Recorded Documents described in **Exhibit B** attached hereto, is hereby replaced in its entirety with the Amended Legal Description set forth in **Exhibit C**, attached hereto, effective immediately upon the recording of this Agreement. Accordingly, upon recording, the Documents shall have no force or effect as to the Phase 2 Property.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and whether or not all Parties execute each counterpart. This Agreement shall be governed by the laws of the State of Oregon, without reference to conflict of laws principles.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered into this Agreement as of the day and year first above written.

OHCS:

**STATE OF OREGON, acting by and through its
HOUSING AND COMMUNITY SERVICES
DEPARTMENT**

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me this ____ day of _____ 2026, by _____, as the _____ of the State of Oregon Housing and Community Services Department, on behalf of Oregon Housing and Community Services, who executed the foregoing instrument.

Notary Public for Oregon
My Commission Expires: _____

COUNTY:

CLACKAMAS COUNTY,
a political subdivision of the State of Oregon

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me this ____ day of _____ 2026, by _____, as the _____ of the Clackamas County, who executed the foregoing instrument.

Notary Public for Oregon
My Commission Expires: _____

PARTNERSHIP:

**TOWN CENTER GREENS LIMITED
PARTNERSHIP,**

an Oregon limited partnership

By: CCC-Town Center Greens LLC,
an Oregon limited liability company

Its: General Partner

By: Central City Concern,
an Oregon nonprofit public benefit
corporation

Its: Manager

By: _____
Peter Beyer, Chief Financial
Officer

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this __ day of _____, 2026 by Peter Beyer Chief Financial Officer of Central City Concern, an Oregon nonprofit public benefit corporation, the Manager of CCC-Town Center Greens LLC, an Oregon limited liability company, the General Partner of Town Center Greens Limited Partnership, an Oregon limited partnership.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

SPONSOR:

CENTRAL CITY CONCERN,
an Oregon nonprofit public benefit corporation

By: _____
Peter Beyer, Chief Financial Officer

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Peter Beyer, the Chief Financial Officer of Central City Concern, an Oregon nonprofit public benefit corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

ORIGINAL LEGAL DESCRIPTION

A tract of land in Northwest quarter of the Southwest quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at the one-quarter section corner on the West line of said Section 33; thence East 50.00 rods; thence South 12.00 rods; thence West 50.00 rods to the section line of the West side of said Section 33; thence North on the section line 12.00 rods to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Clackamas County Development Agency by Warranty Deed recorded May 13, 1982 as Recording No. 82013238, said portion being a part of 85th Avenue.

ALSO EXCEPTING THEREFROM that portion lying within the boundaries of 82nd Avenue.

FURTHER EXCEPTING THEREFROM that portion conveyed to Gramor-Beaupre Joint Venture by Personal Representative's Deed recorded September 29, 1986 as Recording No. 86037877 and being more particularly described as follows:

A tract of land in the Southwest one-quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the one-quarter section corner on the West line of Section 33; thence East to a point on the Easterly right of way line of Cascade Highway as set forth in Warranty Deed to State of Oregon, recorded October 4, 1955 in Book 502, page 247, Clackamas County Deed Records, and being on the North line of that tract described in Warranty Deed to Lillian Fakoury in Book 450, page 144, Clackamas County Deed Records; then continuing East along the North line of said Fakoury tract a distance of 13 feet to the true point of beginning of the herein described tract; thence continuing East along the North line of said Fakoury tract, a distance of 303.19 feet; thence South parallel with the Easterly right of way line of said highway, to a point on the South line of said Fakoury tract; thence West along said South line to a point which is 13 feet East of the East right of way line of said highway; thence North parallel with said right of way to the point of beginning.

AND ALSO DESCRIBED AS that same parcel of land identified on the survey by Ferguson Land Surveying as Job No.14-066, dated May 28, 2014, last revised June 16, 2015 described as follows:

REAL PROPERTY IN THE COUNTY OF CLACKAMAS, STATE OF OREGON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/4" BRASS DISC STAMPED "CLACKAMAS COUNTY SURVEYOR, PUBLIC LAND CORNER, T1S R2E, S32 + S33, ¼ CORNER 2002, UNLAWFUL TO DISTURB", FOUND IN A MONUMENT BOX AT THE WEST 1/4 CORNER OF SAID SECTION 33, THENCE N89°48'06"E A DISTANCE OF 383.14 FEET TO A FOUND 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "OREGON LS 987", BEING THE TRUE POINT OF BEGINNING, THENCE N89°48'06"E A DISTANCE OF 415.59 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445", THENCE S0°11'54"E A DISTANCE OF 75.17 FEET TO A FOUND 5/8" IRON ROD, THENCE SOUTHEASTERLY ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT, WITH A DELTA ANGLE OF 13°33'45", AN ARC LENGTH OF 124.28 FEET (CHORD S7°02'25"W 124.00') TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445", THENCE S89°49'40"W A DISTANCE OF 437.26 FEET TO A FOUND 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "OREGON LS 987", THENCE N1°47'42"E A DISTANCE OF 198.21 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

RECORDED DOCUMENTS

1. Declaration of Land Use Restrictive Covenants by the Partnership for the benefit of the County; recorded June 23, 2015 under Recording No. 2015-03991 in the records of Clackamas County, Oregon.
2. General Housing Account Program Assignment and Assumption Agreement, Declaration of Restrictive Covenants and Equitable Servitudes between the Sponsor, Partnership and OHCS; recorded August 14, 2015 under Recording No. 2015-054953 in the records of Clackamas County, Oregon with the attached General Housing Account Program Grant Agreement, Declaration of Restrictive Covenants and Equitable Servitudes by the Sponsor for the benefit of OHCS.
3. Low Income Weatherization Program Assignment and Assumption Agreement, Declaration of Restrictive Covenants and Equitable Servitudes between the Sponsor, Partnership and OHCS; recorded August 14, 2015 under Recording No. 2015-054954 in the records of Clackamas County, Oregon with the attached Low Income Weatherization Program Grant Agreement, Declaration of Restrictive Covenants and Equitable Servitudes by the Sponsor in favor of OHCS.
4. 9% Low-Income Housing Tax Credit – Declaration of Land Use Restrictive Covenants between the Partnership and OHCS; recorded May 25, 2017 under Recording No. 2017-035133 in the records of Clackamas County, Oregon.

EXHIBIT C

AMENDED LEGAL DESCRIPTION

Real Property in County of Clackamas, State of Oregon, Described as Follows:

A tract of land in the Northwest Quarter of the Southwest Quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 3 ¼” Brass Disc stamped “Clackamas County Surveyor, Public Land Corner, T1S R2E 532 + 533, ¼ Corner 2002, Unlawful to Disturb”, found in a Monument Box at the West ¼ Corner of said Section 33, Thence N89°48.06. E a distance of 383.14 Feet to a Found ½” iron rod with a red plastic cap stamped “Oregon LS 987”, being the True Point of Beginning, Thence N89°48.06 E a distance of 415.59 feet to a 5/8” iron rod with a red plastic cap stamped “Ferguson LS 2445”, thence S0°11.54.E a distance of 75.17 feet to a found 5/8” iron rod, thence southeasterly along a 525.00 Foot radius curve to the left, with a delta angle of 13°33.45., an arc length of 124.28 feet (chord S7°02.25W 124.00.) to a 5/8” iron rod with a red plastic cap stamped “Ferguson LS 2445”, thence S89°49.40.W a distance of 437.26 feet to a found ½” Iron rod with a red plastic cap stamped “Oregon LS 987”, thence N1°47.42.E a distance of 198.21 feet to the point of beginning.

EXCEPTING THEREFROM that leasehold portion described in a Memorandum of Lease dated _____ and recorded _____ as Instrument No. _____ in Clackamas County Official Records, and more particularly described as follows:

A tract of land located in the Southwest One-Quarter of Section 33, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of Lot 6, Block 1 of the plat “Monterey Meadows”, Plat No. 653, Clackamas County Plat Records, also being on the south line of Document Number 2015-039990, Clackamas County Deed Records; thence along said south line, North 88°33’45” West 25.46 feet to the southwest corner of said deed; thence along the west line of said deed, North 03°24’17” East 130.26 feet; thence leaving said west line, South 88°21’08” East 52.33 feet; thence South 00°53’48” West 12.97 feet; thence South 88°46’05” East 8.79 feet; thence South 01°26’52” West 117.05 feet to the south line of said deed; thence along said south line, North 88°33’45” West 40.23 feet to the Point of Beginning.

ALSO SUBJECT TO an easement for Access Rights as described in Ground Lease Agreement dated _____, 2026 as disclosed by a Memorandum of Ground Lease recorded _____ as Instrument No. _____.



AKS ENGINEERING & FORESTRY

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

P: (503) 563-6151

F: (503) 563-6152

AKS Job #11516

EXHIBIT A

Description

A tract of land located in the Southwest One-Quarter of Section 33, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of Lot 6, Block 1 of the plat "Monterey Meadows", Plat No. 653, Clackamas County Plat Records, also being on the south line of Document Number 2015-039990, Clackamas County Deed Records; thence along said south line, North 88°33'45" West 25.46 feet to the southwest corner of said deed; thence along the west line of said deed, North 03°24'17" East 130.26 feet; thence leaving said west line, South 88°21'08" East 52.33 feet; thence South 00°53'48" West 12.97 feet; thence South 88°46'05" East 8.79 feet; thence South 01°26'52" West 117.05 feet to the south line of said deed; thence along said south line, North 88°33'45" West 40.23 feet to the Point of Beginning.

The above described tract of land contains 8,140 square feet, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

8/30/2025

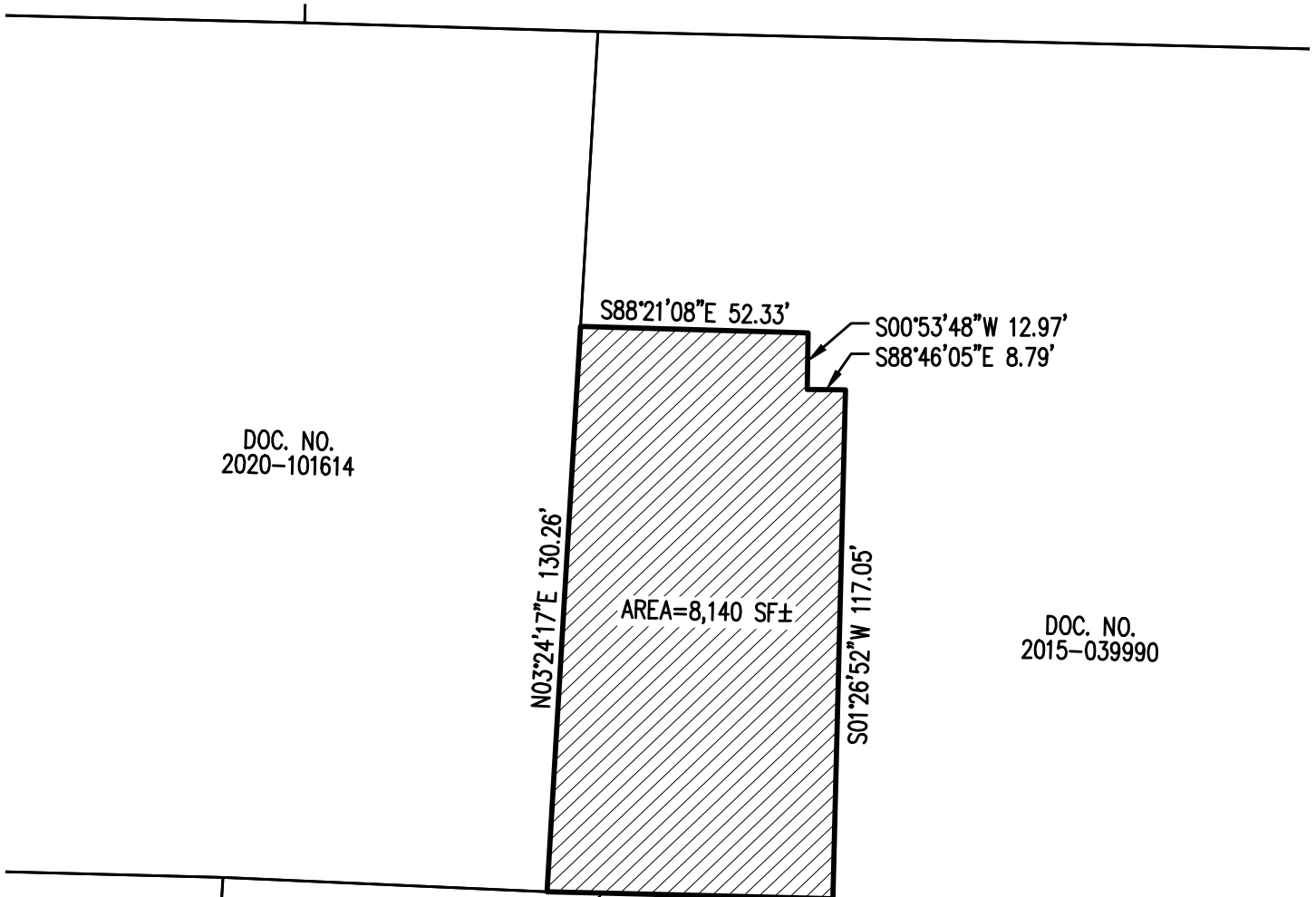
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEWS: 6/30/26

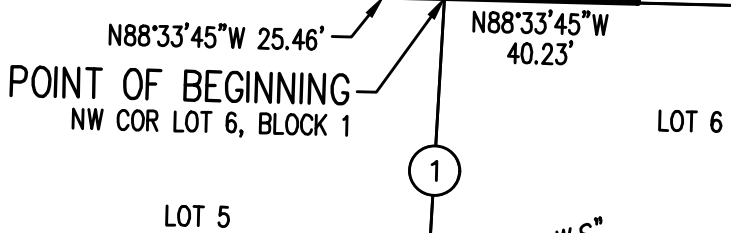
EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON



DOC. NO.
2020-101614

DOC. NO.
2015-039990



8/30/2025

REGISTERED
PROFESSIONAL
LAND SURVEYOR

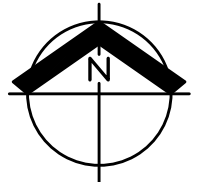
OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEWS: 6/30/26

"MONTEREY MEADOWS"
PLAT NO. 653

PREPARED FOR
CENTRAL CITY CONCERN
232 NW 6TH AVENUE
PORTLAND, OR 97209

SCALE: 1" = 5 FEET

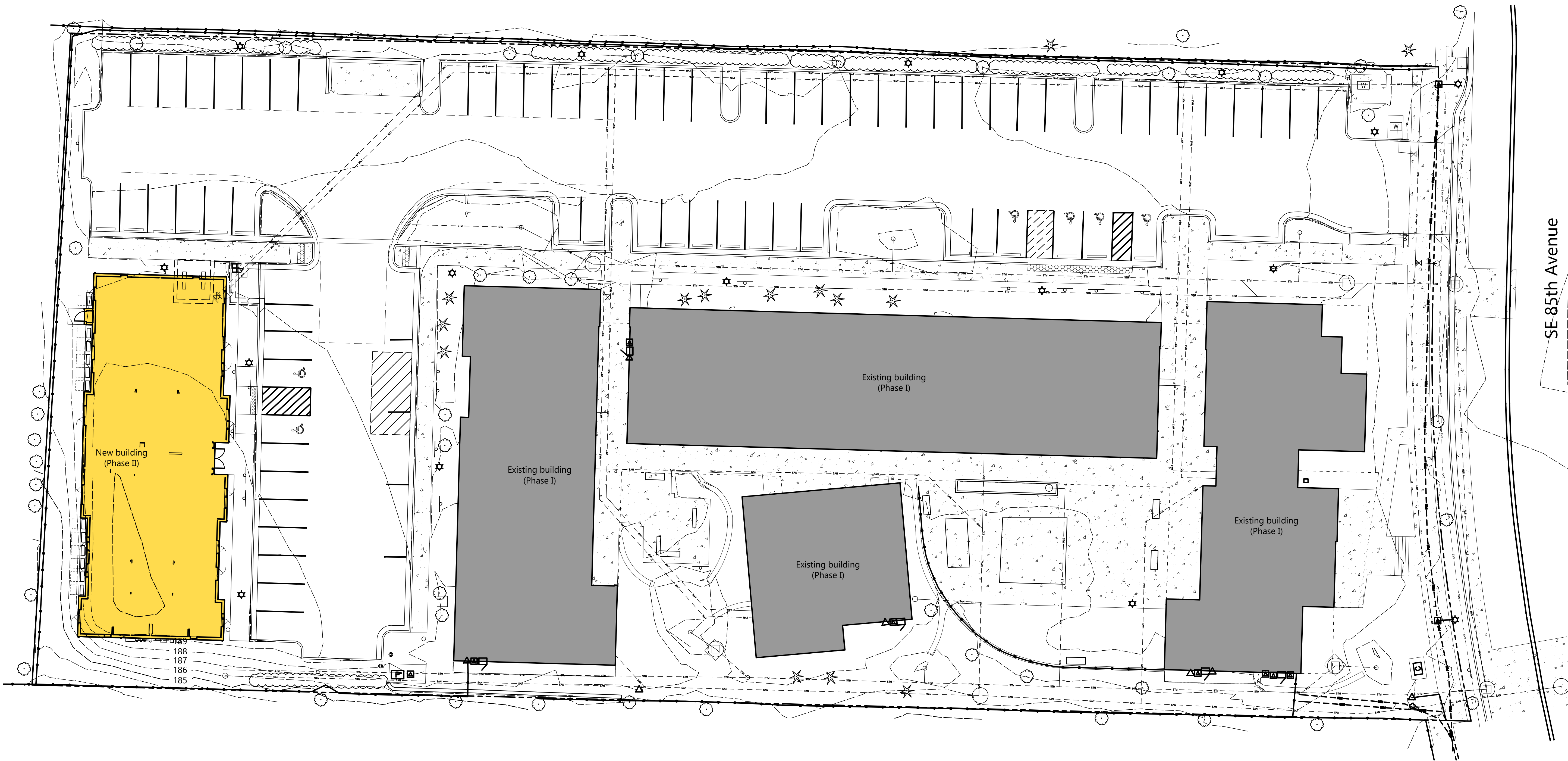


AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



DESCRIPTION MAP

TL12E33CB 01400	
DRWN: WCB	CHKD: NSW
AKS JOB: 11516	EXHIBIT B



SE 85th Avenue



KASA
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Portland, Oregon 97211
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TCC Phase II

11475 SE 85th Ave.
Happy Valley, Oregon
KASA Proj # 2302