



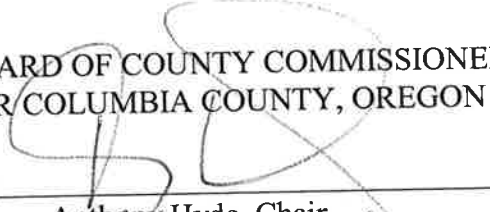
NOW, THEREFORE, IT IS HEREBY ORDERED that the Board of County Commissioners for Columbia County shall grant a non-development covenant to Big River Apartments, LLC in a form substantially the same as Exhibit C to this Order. Upon delivery of the non-development covenant, Big River Apartments, LLC shall record it in the office of the Columbia County Clerk and return a copy of the recorded non-development covenant to the County. In the event that Big River Apartments, LLC does not purchase the Property, the non-development covenant will not be recorded, will be returned to the County and shall be considered null and void.

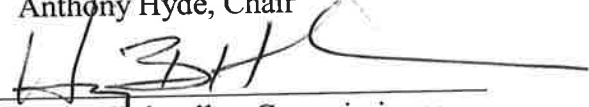
DATED this 2<sup>nd</sup> day of March, 2016.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By:   
Office of County Counsel

By:   
Anthony Hyde, Chair

By:   
Henry Heimuller, Commissioner

By:   
Earl Fisher, Commissioner

**EXHIBIT A**  
Legal Description

Beginning at the Southeast corner of Lot 13, Block 128, City of St. Helens, in the Southwest one quarter of the Northeast one quarter of Section 4, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, as per plat on file and of record in the Clerks office of Columbia County, Oregon, said point being on the Westerly right of way line of North 15th Street; thence South 73°02'30" West, along the South line of said Lot 13, Block 128, a distance of 37.00 feet to the true point of beginning of the following described tract; thence North 27°02'50" West 117.82 feet to the North line of said Block 128; thence North 69°27'30" West a distance of 119.28 feet; thence along the arc of a 326.48 foot radius curve to the right (the long chord bears North 43°12'30" West 288.80 feet) a distance of 299.15 feet to a point on the Westerly right of way line of North 16th Street which is North 16°57'30" West 19.64 feet from the Southeast corner of Lot 18, Block 140; thence along the Easterly line of said Lot 18, North 16°57'30" West a distance of 38.36 feet to the most Northerly corner of said Lot 18; thence along the Northerly line of said Lot 18, South 73°02'30" West 100 feet to the most Westerly corner of said Lot 18; thence along the Westerly line of Lots 18, 19, 20 and 21 of said Block 140, South 16°57'30" East 232 feet to the most Northerly corner of Lot 1 in said Block 140; thence along the Northerly line of said Lot 1, South 73°02'30" West a distance of 100 feet to the most Westerly corner of said Lot 1; thence along the Westerly line of said Lot 1 and its Southerly prolongation, South 16°57'30" East 138 feet to the most Westerly corner of Lot 11, Block 139; thence along the Westerly line of Lots 11 and 10 in said Block 139, South 16°57'30" East 116 feet to the most Southerly corner of said Lot 10; thence along the Southerly line of Lots 10 and 13 and its Easterly prolongation, North 73°02'30" East a distance of 280 feet to the most Southerly corner of Lot 10, Block 128; thence along the Southerly line of Lots 10 and 13, North 73°02'30" East 163 feet to the true point of beginning.

**EXHIBIT B**  
Map of the Property



**EXHIBIT C**  
Form of Non-Development Covenant

After Recording Return To:  
Knapp Law Office, P.C.  
PO BOX 236  
Enterprise, OR 97828

**Non-Development Covenant Agreement**

This non-development covenant is granted by Columbia County, State of Oregon (Grantor), a political subdivision of the State of Oregon by and through its Board of Commissioners consisting of Anthony Hyde, Henry Heimuller, and Earl Fisher, to Big River Apartments LLC, an Oregon limited liability company (Grantee), with an effective date of \_\_\_\_\_, 2016.

**RECITALS**

- A. Grantee owns the surface estate to certain property having the legal description set forth in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Mineral Estate"); and as depicted in Exhibit B, attached hereto and incorporated herein by this reference (the Property).
- B. Grantor owns the minerals or mineral rights, ore, metals, metallic clay, oil or gas and all hydrocarbon substances in on or under the Property under that certain conveyance recorded in Book 204, Page 517 in the Columbia County records on February 12, 1976.
- C. Grantee desires to commit the surface estate of the Property to affordable public housing uses through the year 2076, with said uses defined as subsidized housing for families with lower incomes in which rent or mortgage costs do not exceed a specific percentage, usually 30 percent, of the gross annual household income.
- D. Grantor is supportive of Grantee's intentions, which will result in significant benefits to the citizens of Columbia County.

For valuable consideration, said parties agree as follows:

**AGREEMENT**

1. Grantor shall not disrupt the surface estate, disturb the lateral or subjacent support of the surface estate or exercise any of its rights to develop the Mineral Estate to a vertical depth of 250 feet below the natural contour of the surface of the Property.
2. Grantor shall not object to Grantee’s use of the subsurface estate to a depth of not to exceed 250 feet from the natural surface contour of the Property for the purposes of excavation for and placement of foundations, pilings, pipe, septic systems and utility facilities.
3. Grantee will take no action that will compromise Grantor’s Mineral Estate rights below the vertical depth of 250 feet below the natural contour of the surface of the Property.
4. The burdens and benefits of the covenants set forth herein will run with the land and shall be binding on the heirs, successors, and assigns of the parties hereto until such time that the Property is no longer used for affordable public housing uses, at which time it will terminate without the need for any other action by Grantor or Grantee.
5. Grantee will be responsible for recording this Agreement and providing a copy of said recorded document to Grantor.

In Witness Whereof, Grantor and Grantee have executed this Non-Development Covenant Agreement as of the date last signed below.

**GRANTOR**

**County of Columbia, a political  
subdivision of the State of Oregon**

By: \_\_\_\_\_  
Anthony Hyde, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

By: \_\_\_\_\_  
Earl Fisher, Commissioner

Date: \_\_\_\_\_

STATE OF OREGON        )  
  ) ss.  
COUNTY OF Columbia    )

On \_\_\_\_\_, 2016, before me personally appeared Anthony Hyde, Henry Heimuller, and Earl Fisher, Board of County Commissioners for Columbia County, Oregon, acting on behalf of Columbia County, Oregon

Notary Public for Oregon

My Commissioner expires: \_\_\_\_\_

**GRANTEE**

BIG RIVER APARTMENTS LLC, an  
Oregon limited liability company

By: \_\_\_\_\_  
Douglas Chrisman, President of  
Southern Oregon Affordable  
Housing VI, Inc., Member

STATE OF OREGON        )  
  ) ss.  
County of Wallowa        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by DOUGLAS CHRISMAN, President of Southern Oregon Affordable Housing VI, Inc., Member of Big River Apartments LLC, an Oregon limited liability company.

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_