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Return Recorded Document To:
Oregon Housing and Community Services
725 Summer St NE Ste B
Salem, Oregon 97301-1266
Attn: Shelly Cullin, Senior Loan Officer.

SPACE ABOVE FOR RECORDER'S USE

STATE OF OREGON
HOUSING AND COMMUNITY SERVICES DEPARTMENT

**MANUFACTURED DWELLING PARK GRANT AGREEMENT,
DECLARATION OF RESTRICTIVE COVENANTS
AND EQUITABLE SERVITUDES**

This Oregon Housing and Community Services Grant Agreement (this "Agreement") is made and entered into by and between the State of Oregon, acting by and through its Housing and Community Services Department (the "Department" or "OHCS"), and Green Pastures Senior Cooperative, an Oregon nonprofit cooperative, together with its successors and assigns ("Grantee") as of the date of the last signature hereto (the "Effective Date").

RECITALS

1. Grantee is the prospective owner and operator of a manufactured dwelling park commonly known as Green Pastures Senior Park and located at 2633 SW Obsidian Avenue, in the City of Redmond, County of Deschutes, Oregon, more particularly described in Exhibit A attached hereto (the "Project").
2. Notwithstanding the impending purchase of the Project by Grantee, Project residents will continue to own their respective manufactured dwelling residences.
3. Grantee intends to operate the Project as an affordable manufactured dwelling park.
4. OHCS is willing to provide Grantee with the Grant described herein in order to assist Grantee in operating the Project as an affordable manufactured dwelling park.
5. Grantee desires that OHCS provide the Grant to it in the amount and for the purposes specified herein; and
6. OHCS is willing to provide the Grant to Grantee, subject to the terms and conditions of this Agreement.
7. Grantee is willing to comply with the terms and conditions of this Agreement including, without limitation, as provided in the Project Summary, Conditions of Award and the Grantee's Application as accepted by OHCS.

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 13131

AGREEMENT

WHEREFORE, the parties, for good and valuable consideration, including the terms and conditions herein, agree as follows:

1. **Recitals/Order of Precedence.** The foregoing Recitals are incorporated herein by reference. Furthermore, this Agreement includes the following, which, in the event of inconsistency between any of their terms, if any, are to be interpreted in the following order of precedence:

- A. This Agreement, with the Project legal description in Exhibit A;
- B. The Project Scope of Work, attached as Exhibit B;
- C. Conditions of Award, attached as Exhibit C;
- D. The Grantee's Application, as accepted by the Department (incorporated herein by reference).

2. **Grant.**

A. In reliance upon the Grantee's Application, as accepted by the Department, and as conditioned herein, the Department approves the Grant of One Hundred Thousand Dollars (\$100,000) to Grantee, the use of which by Grantee shall be, and is, expressly limited to payment of a portion of the purchase price of the Project consistent with Exhibit B and conditioned upon Grantee's further performance hereunder.

B. Subject to the terms and conditions of this Agreement, the Department will disburse the Grant funds to Grantee through escrow at Project acquisition closing for the express purposes stated in Exhibit B.

3. **Term of Agreement/Project Completion Date.**

A. The term of this Agreement is thirty (30) years from its Effective Date or until October 1, 2039, whichever is longer.

B. Grantee shall complete Project activities described in Exhibit B within one year from the Effective Date of this Agreement unless otherwise expressly provided in this Agreement or allowed by OHCS in writing.

4. **Grantee's Covenants – Conformance with Agreement and other Applicable Laws.**

A. Grantee shall comply, and shall cause its agents, employees, contractors, subgrantees and assigns, if any, to comply with the terms and conditions of this Agreement and all applicable laws, (including, without limitation, all applicable federal, state and local statutes, rules, regulations, ordinances and orders affecting the Project or activities related thereto).

B. Grantee shall continuously qualify as, conduct itself as, and comply with all laws related to being, a manufactured dwelling park nonprofit cooperative including, without limitation, ORS 62.800 through 62.812 (as amended) and related administrative rules and orders.

C. Grantee shall cause the Project to continuously meet all applicable laws related to the

ownership, operation, sale and dissolution of manufactured dwelling parks.

5. Other Covenants of Grantee.

A. Grantee shall maintain in an organized format available for inspection and copying by OHCS all records relating to this Agreement, the Project, or Grantee's receipt or use of Grant funds. Records subject to this requirement include, without limitation, all records related to performance by or on behalf of Grantee of activities or obligations arising from this Agreement, including as contained in Exhibit B, in the Application or otherwise. Grantee shall prepare and maintain such records in accordance with generally accepted accounting principles ("GAAP").

B. Grantee specifically acknowledges and agrees that OHCS, the State of Oregon and their duly authorized representatives, have the right hereunder of reasonable access to the Project and to the above-described records for inspection, copying or other purposes determined by them to be appropriate. Grantee shall retain and keep accessible for inspection and copying all such records or other property for the term of this Agreement.

6. Termination and Remedies.

A. The Department may terminate this Agreement and require repayment of the Grant, without further liability, immediately for cause upon notice to the Grantee including, without limitation, for any of the following events:

- (1) If Grantee fails to perform or breaches any of the terms of this Agreement;
- (2) If Grantee, for any reason, changes the use of the Project (or any part thereof), dissolves itself or otherwise ceases to be a manufactured dwelling park nonprofit cooperative;
- (3) If Grantee intends to profit or does profit from the sale of the Project (or any part thereof);
- (4) If Grantee is unable or fails to commence the planned site work of the Project within four (4) months from the date of this Agreement, unless an extension is allowed, in writing, by OHCS at its sole discretion;
- (5) If OHCS is determined by its legal counsel or otherwise as lacking the authority to administer the Grant, or fails to receive or loses necessary funding, appropriations, limitations or other expenditure or position authority sufficient to carry out the terms of this Agreement; or
- (6) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project cannot be funded or the Grant payment to be made hereunder is invalidated or otherwise prohibited.

Termination of this Agreement, or any part hereof, shall not limit, impair or terminate OHCS' remedies under this Agreement or otherwise.

B. OHCS may exercise any one or more of the following remedies, including the imposition of statutory sanctions, with or without terminating this Agreement, if Grantee is unable or fails timely and satisfactorily to comply with or perform any of its obligations hereunder including, without limitation, obligations arising under this Agreement (including any exhibits) or otherwise:

- (1) Withhold from Grantee all or part of any unallocated (unpaid) Grant funds;
- (2) Require Grantee to repay any or all expended Grant funds in full upon demand by the Department;
- (3) Cancel or suspend the Grant;
- (4) Declare the Grantee ineligible to receive other Program funds; or
- (5) Take any other action available pursuant to this Agreement, available at law, or otherwise including, without limitation, seeking injunctive or declaratory relief, specific performance, damages, or the placement of a trustee or receiver.

7. **Miscellaneous.**

A. **No Third-Party Beneficiaries.** Department and Grantee are the only parties to this Agreement. Only these parties are entitled to enforce any term of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons.

B. **Governing Law; Venue.** This Agreement is and shall be governed by the laws of the State of Oregon. The courts of the State of Oregon (and to the degree possible, the courts of the State of Oregon in Marion County) shall have exclusive jurisdiction over any action brought by or against the Department under this Agreement. The Grantee hereby consents to such exclusive jurisdiction and venue, and hereby waives any and all objections it might have thereto. OHCS and the State of Oregon expressly reserve their rights of sovereign immunity under the 11th Amendment of the U.S. Constitution.

C. **Notice.** Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery or first class mail, postage prepaid, at the addresses specified below, or at such other addresses as may be specified from time to time in writing by OHCS or the Grantee:

To the Department: Oregon Housing and Community Services
725 Summer St. NE, Suite B
Salem, Oregon 97301-1266
Attention: Multifamily Housing Section

To the Grantee: Green Pastures Senior Cooperative
PO Box 1915
Redmond, OR 97756
Attention: Cooperative Directors

To the Consultant: CASA of Oregon
212 East 1st Street
Newberg, OR 97132

D. Entire Agreement; No Waiver or Modification. This Agreement constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and unless all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.

E. Authority. Grantee hereby represents, warrants and certifies that:

- (1) It possesses legal authority to apply for and accept the terms and conditions of the Grant and to own, operate and otherwise carry out the purposes of the Project;
- (2) Its governing body, if any, has duly authorized the filing of the application, including all understandings and assurances contained therein;
- (3) The person identified as the official representative of the Grantee in the application is duly authorized to act in connection therewith and to provide such additional information as may be required. The Grantee's official representative has sufficient authority to make all certifications on its behalf;

This Agreement does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to the Grantee or any provision of the Grantee's organic laws or documents;

- (4) This Agreement has been duly executed by an official representative of Grantee, delivered by Grantee, and will constitute the legal, valid and binding obligations of the Grantee, enforceable in accordance with their terms.

F. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

G. Construction. The parties to this Agreement acknowledge that each party has participated in the drafting and revision of this Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the foregoing or of any exhibit to this Agreement.

H. No Limitations on Actions of OHCS in Exercise of its Governmental Powers. Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intent of the parties hereto that OHCS shall retain the full right and ability to exercise its governmental powers with respect to the Grantee, this Agreement, the Project, or otherwise, to the same extent as if it were not a party to this Agreement, and in no event shall the Department have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

I. Time of the Essence. Time is of the essence in the performance of this Agreement.

J. Indemnity. Grantee shall save, defend (consistent with ORS chapter 180), hold harmless and indemnify OHCS, its agents, representatives and employees against all losses, costs, damages, claims, lawsuits, expenses and liabilities of whatsoever nature or kind (including but not limited to

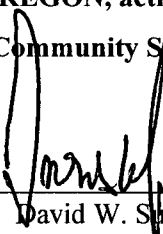
attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgment, and loss by judgment) directly or indirectly resulting from, arising out of, or related to this Agreement, the Grant, the Project, Grantee's acquisition or attempted acquisition of the Project or OHCS' acceptance, consideration of or approval of Grantee's grant application with respect to the Project.

K. Independent Contractor. Grantee acknowledges and agrees that it is acting in its own independent capacity under this Agreement and not as an agent or subcontractor for the Department. Grantee assumes full responsibility for its own actions and shall provide for its own insurance and other compliance responsibilities, including providing for its own workers' compensation and other insurance coverage, as needed.

L. Subordination. This Agreement and the restrictive covenants and equitable servitudes created hereunder may be subordinated to the lien of Recipient's primary and secondary financing loan(s) in a principal amount not to exceed \$1,600,000. The Department, at its sole discretion, may subordinate this Agreement to other financing on the Project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

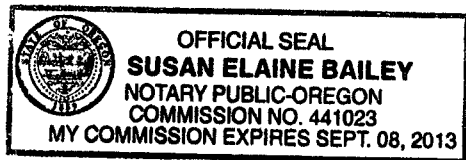
**DEPARTMENT: STATE OF OREGON, acting by and through its
Housing and Community Services Department**

By: 
David W. Summers, Manager
Multifamily Housing Section
Oregon Housing and Community Services

STATE OF OREGON)
) ss
County of Marion)

On the 8th day of October, 2009, before me, the undersigned Notary Public, in and for the county and state aforesaid, personally appeared the within named David W. Summers, and being first duly sworn, did say that he is the Authorized Representative of The State of Oregon, acting by and through its Housing and Community Services Department and that he executed the foregoing Grant Agreement on behalf of said Department.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/8/13

GRANTEE:

GREEN PASTURES SENIOR COOPERATIVE, an
Oregon nonprofit cooperative
TAX ID #: 80-0214393

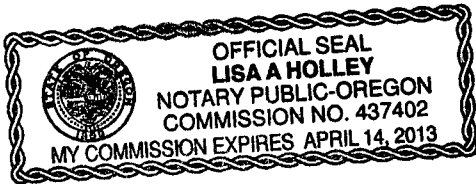
By: *Al Eckerman*
Al Eckerman, President

By: *Richard Martin*
Richard Martin, Secretary

STATE OF OREGON)
County of Deschutes) ss

On the 14th day of October, 2009 before me, the undersigned Notary Public, in and for the county and state aforesaid, personally appeared the within named **Al Eckerman**, and being first duly sworn, did say that he/she is the **President** of Green Pastures Senior Cooperative, an Oregon nonprofit cooperative, and that he/she executed the foregoing Grant Agreement on behalf of said cooperative.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Lisa A Holley
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-14-2013

STATE OF OREGON)
County of Deschutes) ss

On the 14th day of October, 2008 before me, the undersigned Notary Public, in and for the county and state aforesaid, personally appeared the within named **Richard Martin**, and being first duly sworn, did say that he/she is the **Secretary** of Green Pastures Senior Cooperative, an Oregon nonprofit cooperative, and that he/she executed the foregoing Grant Agreement on behalf of said cooperative.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Lisa A Holley
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-14-2013

Exhibit A

Legal Description of Property

A parcel of land situate in a portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 17, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 17, Township 15 South, Range 13 East of the Willamette Meridian; thence North 88°54'00" East along the South line of Section 17, 57.00 feet to the centerline of the Central Oregon Irrigation District's (C.O.I.D.) Lateral "C"; thence North 08°26'21" East for 25.35 feet to the true point of beginning; thence North 08°26'21" East for 584.62 feet; thence South 86°44'00" East for 339.44 feet; thence South 04°11'54" West for 125.97 feet; thence South 67°10'39" East for 104.65 feet; thence South 67°32'05" East for 232.32 feet; thence South 83°04'13" East for 317.06 feet; thence South 01°06'00" East for 245.65 feet; thence South 88°54'00" West for 1046.27 feet, to the true point of beginning.

**Exhibit B
PROJECT SCOPE OF WORK**

**Green Pastures Senior Cooperative
October 2009**

SUMMARY

Green Pastures Senior Cooperative, with the assistance of CASA of Oregon, has put together the financing necessary to purchase and rehabilitate Green Pastures Mobile Home Park. The project is scheduled to close financing on or about October 13, 2009, with on-site work to begin shortly thereafter.

On-site work to include, but not limited too:

1. Asphalt removal, replacement, seal coating and striping;
2. Tree trimming and pruning;
3. New dumpster enclosure;
4. Demolition and removal of single family residence, asbestos removal per NOAH (Lender) requirements;
5. Removal of underground storage tank, if applicable.

SCHEDULE

October 2009	Close project financing
October 2009	Begin on-site work
October 2010	Site work completed

Exhibit C

CONDITIONS OF AWARD

- Grantee shall provide the Multifamily Housing Section of OHCS a monthly progress report satisfactory to OHCS starting with the month of Project acquisition by Grantee and continuing until all planned on-site work is completed.
- The Department reserves the right to inspect the Project and inspect and copy Project records at any time during the term of the Agreement. Grantee shall cooperate reasonably with all inspections of the Project or of Project records.