

When recorded return to:
Portland Housing Bureau
1900 SW 4th Avenue, Suite 7007
Portland, OR 97201
Attn: Brett Eisenbrown

Multnomah County Official Records
E Murray, Deputy Clerk

2023-013695

03/09/2023 12:40:50 PM

AGR-ASGN Pgs=9 Stn=25 ATRA
\$45.00 \$5.00 \$11.00 \$10.00 \$60.00

\$131.00

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment and Assumption Agreement") is made this 9th day of March, 2023, by and among **SACKHOFF FAMILY LLC** (19.5833% interest), an Oregon limited liability company, **SACKHOFF ENTERPRISES LLC** (63.7500% interest), an Oregon limited liability company, and **UDG NEHALEM LLC** (16.6667% interest), an Oregon limited liability company (collectively the "Assignor") with offices located at 735 SW 158th Avenue, Beaverton, OR 97006, and **UDG NEHALEM LLC**, an Oregon limited liability company ("Assignee") with offices located at 735 SW 158th Avenue, Beaverton, OR 97006, and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon acting by and through the **PORTLAND HOUSING BUREAU** ("PHB").

RECITALS

- a. The Assignor is the owner of real property located at 1645 SE Nehalem Street, Portland, Oregon and legally described in the legal description attached hereto as **Exhibit A** (the "Property"); and
- b. On December 12th, 2018, the Assignor and PHB entered into the certain Inclusionary Housing Covenant that was recorded on December 12, 2018 under Multnomah County Fee No. ~~20~~2018-127533 (the "IH Covenant") to implement the Inclusionary Housing Program restrictions related to the real property and improvements located at the Property; and
- c. On November 18, 2020, the IH Covenant was amended to increase the total number of units, including modifications to the unit mix, and correspondingly modify the restricted unit requirements and recorded on December 17, 2020 under Multnomah County Fee No. 2020-171309 (the "First IH Amendment").
- d. On June 13, 2022, the IH Covenant was amended to increase the number of restricted units from 16 to 17, and correspondingly modify the restricted unit requirements and recorded on June 24, 2022 under Multnomah County Fee No. 2022-063294 (the "Second IH Amendment").
- e. On December 12, 2018, the Assignor and PHB entered into the certain Multiple-Unit Limited Tax Exemption Regulatory Agreement that was recorded on December 12, 2018 under Multnomah County Fee No. 2018-127534 (the "MULTE Regulatory Agreement") to implement the Multiple-Unit

The Chelsea
Assignor: Sackhoff Family LLC,
Sackhoff Enterprises LLC, UDG
Nehalem LLC
Assignee: UDG Nehalem LLC

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CHICAGO TITLE 72522002908 CTSO COMM

Limited Tax Exemption Program restrictions related to the real property and improvements located at the Property; and

f. On January 13, 2021, the MULTE Regulatory Agreement was amended to increase the total number of units, including modifications to the unit mix, and correspondingly modify the restricted unit requirements and recorded on February 09, 2021 under Multnomah County Fee No. 2021-023141 (the "First MULTE Amendment").

g. On June 13, 2022, the MULTE Regulatory Agreement was amended to correct the percentage of units restricted to households earning sixty percent (60%) medium family income or less from forty-six percent (46%) to thirty nine percent (39%) and recorded on June 24, 2022 under Multnomah County Fee No. 2022-063293 (the "Second MULTE Amendment").

h. On December 12, 2018, the Assignor and PHB entered into the certain System Development Charge Exemption Regulatory Agreement (Rental) that was recorded on January 3, 2019 under Multnomah County Fee No. 2019-000781 (the "SDC Regulatory Agreement") to implement the System Development Charge Exemption Program restrictions related to the real property and improvements located at the Property; and

i. On December 14, 2020, the SDC Regulatory Agreement was amended to increase the total number of units in the Project and to provide clarification to existing terms of the Agreement and recorded on January 7, 2021 under Multnomah County Fee No. 2021-002897 (the "First SDC Amendment").

j. The Assignor has sold the Property to the Assignee who desires to assume, and fully perform, all of the Assignor's interests, rights, benefits, duties, and obligations under the IH Covenant and the First IH Amendment and Second IH Amendment together, the "IH Amendments", the MULTE Regulatory Agreement and the First MULTE Amendment and Second MULTE Amendment together, the "MULTE Amendments" and the SDC Regulatory Agreement and the First SDC Amendment. The IH Covenant, the IH Amendments, the MULTE Regulatory Agreement, the MULTE Amendments, the SDC Regulatory Agreement and the SDC Amendment are collectively referred to herein as the "Regulatory Documents"; and

k. Assignor and Assignee now request the consent of PHB to the assignment of the Regulatory Documents from the Assignor to Assignee and the assumption of the interests, rights, benefits, duties, and obligations of the assignor under the Regulatory Documents by Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consent. PHB does hereby consent to the Assignor's assignment and Assignee's assumption of the Assignor's obligations under the PHB Regulatory Documents relating to the Property without

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affecting in any manner preserving in all regards, the restrictions and requirements of the PHB Regulatory Documents with respect to any further or additional transfer.

2. Assignment. The Assignor does hereby unconditionally transfer, assign, grant, and convey to the Assignee and to Assignee's heirs, personal representatives, successors and assigns, all rights, titles, interests, and obligations whatsoever (accrued or to accrue) under the Regulatory Documents, effective from the date of the transfer of title.

3. Assumption. The Assignee for itself, its successors and assigns, does hereby unconditionally assume all rights, titles, interests, and obligations whatsoever (accrued or to accrue) under the Regulatory Documents and agrees to be bound by all of the terms, conditions, obligations, and restrictions relating to the Regulatory Documents, effective from and after the date of the transfer of title.

4. No Reservation. The assignment by Assignor and Assignee shall be absolute, final and irrevocable and the rights under Sections 2 and 3 will not be subject to any rights of reversion to Assignor.

5. Priority. The parties intend that the priority position of the recorded Regulatory Documents shall not be affected or changed by the recording of this Assignment and Assumption Agreement and that all of the Regulatory Documents shall retain the priority in the order established by the initial order of recordings.

6. Existing Liens, Charges, and Encumbrances. The Property shall remain in all respects subject to the liens, charges, or encumbrances created thereby and shall not be affected by this Assignment and Assumption Agreement in any respect.

7. Release. It is understood that this Assignment and Assumption Agreement operates as a release of Assignor from the obligation and liabilities imposed by the Regulatory Documents.

8. No Additional Assumption. This Assignment and Assumption Agreement is not to be construed as an agreement to permit any further or future assumptions by any party.

9. Other Documents. The Assignor and the Assignee agree to enter into any other documents in conjunction with this Assignment and Assumption Agreement as reasonably required by PHB, on the terms and conditions required by PHB.

10. Reporting. The Assignee agrees to submit to PHB or its designee all documents as reasonably requested by PHB, including but not limited to a certification of rental rates and household incomes for each of the restricted units on an annual basis, as PHB may reasonably require in order for PHB to monitor the Assignee's compliance with the terms of the Regulatory Documents.

11. Notice. Any notice required or permitted under the Regulatory Documents and this Assignment and Assumption Agreement shall be given when actually delivered or two (2) days after being deposited in the United States Mail as certified mail addressed as follows:

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Nehalem LLC
Assignee: UDG Nehalem LLC

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To Assignor:

Sackhoff Family LLC
Attn: Dennis Sackhoff
735 SW 158th Ave
Beaverton, OR 97006

Sackhoff Enterprises LLC
Attn: Dennis Sackhoff
735 SW 158th Ave
Beaverton, OR 97006

UDG Nehalem LLC
Attn: Dennis Sackhoff
735 SW 158th Ave
Beaverton, OR 97006

To Assignee:

UDG Nehalem LLC
Attn: Dennis Sackhoff
735 SW 158th Ave
Beaverton, OR 97006

To PHB:

Portland Housing Bureau
1900 SW 4th Avenue, Suite 7007
Portland, Oregon 97201
Attn: Development Incentives Team

or to such other address as may be specified from time to time by either of the parties in writing.

12. Miscellaneous.

a. **Counterparts.** This Assignment and Assumption Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

b. **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Assignment and Assumption Agreement.

c. **Successors and Assigns.** This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

d. **Governing Law.** This Assignment and Assumption Agreement shall be governed by and construed under Oregon law.

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e. **Assignment.** The Assignee may not assign this Assignment and Assumption Agreement without the prior written consent of PHB and without the execution of a new Assignment and Assumption Agreement.

f. **Modification; Prior Agreements; Headings.** This Assignment and Assumption Agreement may not be modified or amended except by an instrument in writing signed by the Assignor, the Assignee, and PHB. This Assignment and Assumption Agreement taken together with the Regulatory Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Assignment and Assumption Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

g. **Validity; Severability.** If any provision of this Assignment and Assumption Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Assignment and Assumption Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

h. **Time of Essence.** Time is of the essence of this Assignment and Assumption Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective, duly authorized representatives, as of the day and year first written above.

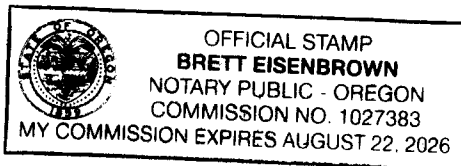
PHB:

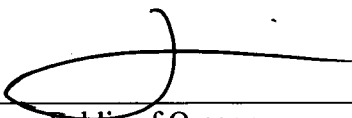
CITY OF PORTLAND, a municipal corporation of the State of Oregon acting by and through the **PORTLAND HOUSING BUREAU**

By: 
Molly C. Rogers, Interim Director

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this 29 day of FEBRUARY, 2023, by Molly C. Rogers, as the Interim Director of the PORTLAND HOUSING BUREAU.




Notary Public of Oregon
My Commission Expires: 8/22/2026

ASSIGNOR:

SACKHOFF FAMILY LLC,
an Oregon limited liability company

By: _____

Dennis E. Sackhoff, member

SACKHOFF ENTERPRISES LLC,
an Oregon limited liability company

By: _____

Dennis E. Sackhoff, member

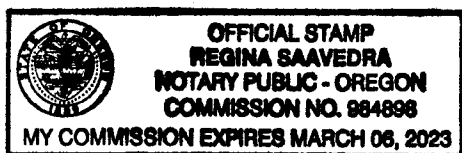
UDG NEHALEM LLC,
an Oregon limited liability company

By: _____

Dennis E. Sackhoff, Manager

STATE OF Oregon)
) ss.
County of Washington

This instrument was acknowledged before me this 27th day of February, 2023, by Dennis E. Sackhoff, as member of SACKHOFF FAMILY LLC, an Oregon limited liability company and SACKHOFF ENTERPRISES LLC, an Oregon limited liability company, and as Manager of UDG NEHALEM LLC, an Oregon limited liability company.



Regina Saavedra
Notary Public of Oregon
My Commission Expires: 03/06/2023

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ASSIGNEE:

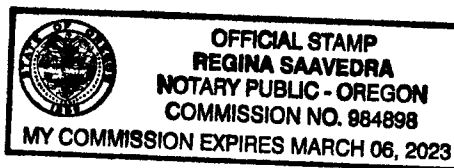
UDG NEHALEM LLC,
an Oregon limited liability company

By: 
Dennis E. Sackhoff, Manager

STATE OF Oregon)
County of Washington) ss.

This instrument was acknowledged before me this 27th day of January 2023 by
Dennis E. Sackhoff, as Manager of UDG NEHALEM LLC, an Oregon limited liability company


Notary Public of Oregon
My Commission Expires: 03/06/2023



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**EXHIBIT A
LEGAL DESCRIPTION**

The West 42 feet of Lots 7 and 16, ALL of Lots 8 and 15, EXCEPTING the West 2 feet thereof, Block 73, TOWN OF SELLWOOD, in the City of Portland, County of Multnomah and State of Oregon.

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