



Memorandum Date: March 6, 2023

Order Date: March 21, 2023

TO: Board of County Commissioners

DEPARTMENT: County Administration - Operations

PRESENTED BY: Kellie Hancock, Property Management Officer

AGENDA ITEM TITLE: ORDER/In the Matter of Authorizing the County Administrator to Execute a Five Year Lease Agreement with St. Vincent de Paul Society of Eugene for Two Residential Parcels in Eugene.

I. MOTION

Move to authorize the County Administrator to execute a five year lease agreement with St. Vincent de Paul Society of Eugene for two residential parcels in Eugene.

II. AGENDA ITEM SUMMARY

Lane County is the owner of two residential parcels with addresses of 1308 and 1396 Jefferson Street in Eugene, Oregon. St. Vincent de Paul has been leasing these properties for the benefit of low income housing for the community since 2003. They would like to continue offering these properties for low income housing to the community.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

St. Vincent de Paul began leasing the residences on Jefferson Street on May 1, 2003. The original lease was set to expire on April 30, 2018. The lease provided for one five-year extension. A one year extension was executed on May 1, 2018. An additional four-year extension was signed on May 21, 2019, for a total lease extension of five years. The current extension is set to expire on April 30, 2023.

The new lease will be under substantially the same terms and conditions as the original lease.

B. Policy Issues

Per Lane Manual 20.600.310, Board approval is needed to enter into a contract in excess of three (3) years. The Board may authorize the County Administrator to execute the Lease on the Board's behalf.

C. Board Goals

Continuing to offer these properties for low-income housing is in line with Board goals to maintain vibrant communities with few vacancies.

D. Financial and/or Resource Considerations

The Lease contains a termination clause with a one-hundred twenty (120) day notice by either party.

E. Health Implications

Keeping the homes occupied and maintained contributes to the health of the community and neighborhood.

F. Analysis

These homes have been offered by St. Vincent de Paul for low-income housing for the last twenty years. The County retains ownership of the land due to the proximity of the Fairgrounds, however, there are no known immediate plans for expansion into this area.

G. Alternatives/Options

The following options are available to the Board:

1. Vote to approve the contract and authorize the County Administrator to sign the Lease as proposed.
2. Direct staff to negotiate other lease terms as desired by the Board.
3. Do not authorize a new Lease; Take ownership of the property for other uses.

IV. RECOMMENDATION

Staff recommends Option 1 above.

V. TIMING/IMPLEMENTATION

The current Lease expires on April 30, 2023.

VI. FOLLOW-UP

If the Lease is approved by the Board, staff will follow up to obtain signatures.

VII. ATTACHMENTS

Board Order

Proposed Lease

Aerial of Property

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-03-21-06

IN THE MATTER OF AUTHORIZING THE
COUNTY ADMINISTRATOR TO
EXECUTE A FIVE YEAR LEASE
AGREEMENT WITH ST. VINCENT DE
PAUL SOCIETY OF EUGENE FOR TWO
RESIDENTIAL PARCELS IN EUGENE.

WHEREAS, St. Vincent de Paul has been leasing the two residential properties commonly known as 1308 and 1396 Jefferson Street in Eugene since 2003 for the benefit of low-income housing for the community; and

WHEREAS, the original lease expired in April 2018; and

WHEREAS, the lease allowed for an extension to April 2023; and

WHEREAS, the Board's authorization is required to execute the new lease.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

The County Administrator is authorized to execute a five year lease with St. Vincent de Paul Society of Eugene, substantially similar to the attached agreement.

ADOPTED this 21st day of March, 2023.

Pat Farr, Chair
Lane County Board of Commissioners

Lease Agreement

This Lease Agreement "Lease" is entered into by and between the Property Management Division of Lane County, a political subdivision of the State of Oregon, hereinafter "Lessor", and St. Vincent De Paul Society of Eugene, a private, not-for-profit Corporation, hereinafter "Lessee".

Recitals

- A. Lessor is the owner of the real property located at 1308 Jefferson Street and 1396 Jefferson Street in Eugene, Oregon, more particularly described as Lot 7 and Lot 1, Block 2, Walnut Park, as platted and recorded in Book 3, Page 16, Lane County Oregon Plat Records, Lane County, Oregon, hereinafter "Premises".
- B. Lessor and Lessee entered into a Lease for use of Premises for providing affordable residential housing for a term beginning May 1, 2003, through April 30, 2018. The Lease was then renewed for an additional five (5) years, through April 30, 2023.
- C. Lessor and Lessee desire to enter into a Lease under the following terms and conditions:

Section 1. Agreement to Lease

- 1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions set forth below.

Section 2. Term

- 2.1 The term of this Lease shall begin on May 1, 2023 and continue to midnight on April 30, 2028, unless otherwise terminated sooner as provided for in this Lease.
- 2.2 Option to renew: Lessee shall have two (2) additional periods comprised of five (5) years each for renewal upon mutual agreement of Lessee and Lessor.

Section 3. Rent

- 3.1 Rent for the Premises shall be one dollar (\$1.00) per year.

Section 4. Use of Premises/Ownership of Improvements

- 4.1 Lessee shall use the Premises for the provision of affordable residential housing for the citizens of Lane County. For the purposes of this Lease, affordable housing shall be defined as housing provided to families/individuals whose income does not exceed 80% of the median income for the area as determined annually by the Department of Housing and Urban Development (HUD) or similar Federal agency if HUD no longer exists or no longer produces said income data.

- 4.1.1 From time to time, Lessor may inspect Lessee's records and other documents to ensure Lessee is providing affordable housing pursuant to the terms of this Lease.

- 4.2 Ownership of Improvements: Subject to other provisions of this Lease, Lessor hereby relinquishes to Lessee Lessor's ownership of the improvements on the Premises and Lessee accepts said ownership. Said improvements consist of the houses currently residing on the Premises, garages/parking structures, improvements made to said houses by Lessee and any other structures constructed on the Premises by Lessee during the Lease term. Lessor shall retain title and ownership of the land.

4.3 Adjoining Property: Lessor owns the property adjoining and South of the Premises commonly known as 1320 Jefferson, tax lot 13100. Said adjoining property is not part of this Lease. Lessee and/or its tenants shall not use said adjoining property, construct improvements thereon or otherwise encroach upon it without written permission of Lessor. Lessor may require Lessee to construct a fence between the properties.

4.4 Amazon Channel: Lessor reserves the right to enter the Premises at 1396 Jefferson, tax lot 13600, for the purposes of maintaining, repairing, improving or otherwise conducting work on the Amazon channel bordering the Premises. Lessor shall give Lessee and its Tenants not less than a twenty-four (24) hour notice before entering the Premises (emergencies excepted). Lessor shall make good faith efforts to minimize disruption to Lessee and its Tenants when entering the property and performing any work.

Section 5. Taxes and Assessments; Utilities

5.1 Payment by Lessee: Lessee shall pay before delinquency all real and personal property taxes, general and special assessment, and other charges of every description levied on or assessed against the Premises, including the land. Lessee shall pay for all improvements located on the Premises or personal property or fixtures located on the Premises or in the improvements during the Lease term. Lessee shall make all such payments directly to the taxing authority. If any such tax, assessment or charge may be paid in installments, Lessee may elect to do so as long as each installment together with interest is paid before it becomes delinquent.

5.1.1 Lessee shall notify the county tax assessor that Lessee will be responsible for payment of property taxes and provide the assessor with an address for mailing of property tax statements.

5.1.2 Lessee shall be responsible for filing an application with the assessor for an exemption of property taxes.

5.2 Right to Contest: Lessee may contest in good faith the validity or amount of any tax, assessment or charge in accordance with the procedures established by statute or administrative rule for such contest so long as the Premises are not subjected to any lien as a result of the contest. Lessee may prosecute such contest in the name of Lessor as Lessor's attorney in fact. All tax contests shall be at the sole expense of Lessee. Any return or rebate from any taxing authority on account of any tax or assessment which was originally paid by Lessee shall be the sole property of Lessee.

5.3 Substitute Taxes. For purposes of Section 5.1, real property taxes include any tax levy or assessment enacted after the date of this Lease in substitution for all or part of ad valorem real property taxes Lessee would have been obligated to pay under Section 5.1, the purpose of which is more closely related to that of an ad valorem or use tax than to an income tax on Lessor's income, or any other tax, levy, assessment, imposition or charge measured by or based upon the Premises and imposed upon Lessor. All such taxes shall be paid by Lessee as provided above.

5.4 Proof of Compliance. Lessee shall furnish to Lessor receipts or other proof of payment of taxes and assessments within thirty (30) days of making payment.

5.5 Utilities. Lessee shall pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection, recycling and all other services or utilities used on or in connection with the Premises.

Section 6. Maintenance; Alterations; Reconstruction

6.1 Maintenance. Lessee shall maintain the Premises and all improvements in first class condition and repair throughout the term of this Lease, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, regulations and ordinances of federal, state, county, municipal or other governmental agencies having or claiming jurisdiction. Said maintenance includes water, sewage and drainage lines serving the Premises.

6.2 Alterations/Construction. Lessee shall be responsible for all alterations, remodeling, construction and improvements made to the Premises during the Lease term. All such work shall be done in a good and skillful manner in compliance with all applicable building and zoning laws and all other laws, ordinances, orders and requirements of all authorities having or claiming jurisdiction.

6.3 Reconstruction After Damage. If any building or other improvement on the Premises is damaged or destroyed by fire or any other cause at any time during the Lease term, with the cost to repair said damage being fifty percent (50%) or greater of the improvement's value, it shall be at the options of the Lessee whether or not to repair said damage. Damage which is less than fifty percent (50%) of the value of the improvements shall be repaired by Lessee. If said damage occurs within eighteen (18) months of the Lease expiration date, Lessee shall have the option not to repair/reconstruct if the cost to repair the damage exceeds thirty-five (35%) of the improvement's value.

6.3.1 No Reconstruction. If Lessee chooses not to reconstruct the improvements after damage, Lessor may require Lessee to remove all improvements from the land. If Lessor requires removal of improvements, Lessee shall do so within one hundred twenty (120) days of written notice from Lessor requesting said removal.

6.3.2 For the purposes of Section 6, the improvements at each tax lot shall be treated independently with respect to percentage of damage to them, cost to repair and decision to reconstruct or not and other provisions of Section 6. If the improvements of one of the tax lots is not reconstructed or otherwise repaired and is no longer suitable for providing affordable housing, Lessee's interest in that tax lot shall be terminated subject to other provisions of this Lease. Lessee's interest and the terms of this Lease shall remain in effect for the tax lot which is not damaged and for which Lessee continues to use to provide affordable housing.

6.3.3 Lessee shall notify Lessor in writing within sixty (60) days of damage to the Premises whether Lessee will commence reconstruction or not. If Lessee chooses not to reconstruct after damage this Lease shall be terminated as of the date of notice not to reconstruct was received by Lessor.

6.3.4 Insurance Proceeds from Damage. If Lessee chooses not to reconstruct after damage, any insurance proceeds shall be disbursed pursuant to Section 9.

Section 7. Ownership of the Improvements

7.1 All improvements on the Premises shall be deemed as owned by Lessee until expiration or sooner termination of this Lease. Except as provided in Section 7.2, all improvements located on the Premises at the expiration or sooner termination of this Lease shall become the property of Lessor, free and clear of all claims of Lessee or anyone claiming under Lessee, and Lessee shall indemnify and defend Lessor, its Commissioners, officers employees and agents, against all liability and loss arising from such claims.

7.2 Lessee shall have the option of removing the improvements from the Premises upon expiration or sooner termination of this Lease. If Lessee chooses to remove the improvements from the Premises, Lessee shall notify Lessor in writing not less than ninety (90) days prior to expiration of the Lease. If the

Lease is terminated prior to its expiration, Lessee shall notify Lessor in writing within sixty (60) days of said termination whether it wishes to remove the improvements from the Premises.

Section 8. Assignment; Subletting

8.1 Assignment

8.1.1 Lessee shall not assign or otherwise transfer Lessee's interest in this Lease or the estate created by this Lease without the prior written consent of Lessor which shall not be unreasonably withheld. No consent in one instance shall remove the requirement for consent in any subsequent instance.

8.1.2 For purposes of this Section 8.1, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Lessee or of the interest of any general or joint venture partner or syndicate member or co-tenant if Lessee is a corporation, partnership, joint venture, syndicate or co-tenancy, which shall result in changing the control of Lessee shall be construed to be an assignment of this Lease.

8.1.3 The terms of any assignment, whether or not the assignment requires the consent of Lessor, shall include a covenant by the assignee that it assumes and agrees to pay and perform all of Lessee's obligations under this Lease. No assignment shall release Lessee of its obligations under this Lease unless Lessor agrees to such in writing.

8.2 Right to Sublet. Lessee shall not sublease any or all of the Premises or any improvements thereon except for the purpose of providing affordable residential housing.

Section 9. Insurance; Indemnification; Liens

9.1 Fire and Hazard Insurance. Lessee shall throughout the lease term keep the construction and all building on the Premises insured against loss by fire and other hazards covered by a standard form of fire insurance policy with extended coverage endorsement including vandalism and malicious mischief. The amount of the insurance shall not be less than the replacement cost of the insured improvements and shall also be sufficient to prevent Lessee from becoming a co-insurer under the provisions of the policies. Lessor shall not carry any insurance that would result in a reduction of the protection of payment to Lessee under any insurance described above.

9.2.1 The proceeds of the policies described above shall be used to repair, restore and replace any damaged or destroyed improvements as provided in paragraph 6.3. Lessor shall cooperate fully with Lessee to obtain the largest possible recovery but Lessor shall have no expense or cost in that connection.

9.2.2 If Lessee chooses not to repair, restore, replace or reconstruct any damaged or destroyed improvements as provided for in paragraph 6.3, the insurance proceeds shall be used as follows:

- a. First, to repay any loans, mortgages or other debts incurred by Lessee for which the funds were used to remodel or repair the Premises in order to keep the Premises useable for affordable residential housing.
- b. Second, to raze and/or otherwise remove the damaged improvements from the Premises.
- c. Third, to reimburse Lessee's cost of hazard insurance premiums paid to the date damage occurred.
- d. Any remaining funds shall be divided equally between Lessee and Lessor.

9.2.3 All policies of insurance required by Section 9.1 shall provide that the proceeds shall be paid to Lessee and the proceeds shall be deemed to be held in trust by Lessee for the uses and purposes required by this Lease.

9.3 Public Liability Insurance. Lessee shall procure and continuously maintain during the term of this lease public liability and property damage insurance with limits of two (\$2) million dollars per occurrence. The insurance shall be in a form sufficient to protect Lessor and Lessee against claims of third persons for personal injury, death or property damage arising from the use, occupancy or condition of the Premises or improvements on the Premises. Lane County, its commissioners, officers, agents and employees shall be named as additional insureds.

9.4 General Insurance Provisions. All policies of insurance which Lessee is required by this Lease to carry shall:

9.4.1 Provide that the insurer waives the right of subrogation against Lessor and that any loss shall be payable notwithstanding any negligence or affirmative act of Lessor.

9.4.2 Be issued by a responsible insurance company which is licensed to practice in the State of Oregon.

9.4.3 Be primary policies.

9.4.4 Be evidenced by certificates furnished to Lessor bearing endorsement requiring ten (10) days written notice to Lessor prior to any change or cancellation of the policies.

9.5 Indemnification. Lessee shall indemnify, hold harmless and defend Lessor, its commissioners, officers, employees and agents from any and all claims, losses, damages, expenses and liability arising out of or related to any activity of Lessee's, its tenants, contractors, agents or invitees, use of the Premises or Lessee's failure to perform the terms of this Lease.

9.6 Liens. Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent or a separate charge to Lessee. Any such payment by Lessor shall bear interest at six (6) percent annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

9.6.1 Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor certified funds in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure of sale under the lien.

9.7 Environmental Hazards. Lessor shall be responsible and liable for any underground storage tanks, septic systems or other environmental hazards associated with the land except those occurring due to Lessee's occupancy and use of the Premises. Lessee shall notify Lessor within forty-eight (48) hours of any environmental hazards Lessee becomes aware of.

Section 10. Condemnation

10.1 If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Premises or a portion sufficient to render the Premises unsuitable for Lessee's use, then either party

may elect to terminate this Lease effective on the date that possession is taken by the condemning authority. All condemnation proceeds attributable to the land resulting from either a partial or total taking shall belong to Lessor and Lessee shall have no claim against Lessor or the condemnation award because of the taking. All condemnation proceeds attributable to the improvements shall be applied pursuant to Section 9.2.2. Either party receiving any notice of intended taking, any service of legal process relating to condemnation or any other notification in connection with any taking, condemnation or purchase, sale or transfer in lieu of condemnation shall promptly give the other party notice of such receipt.

10.2 As this Lease pertains to two unique parcels, condemnation of one of the parcels shall not affect Lessee's interest in the non-condemned parcel and this Lease shall remain in effect for the non-condemned parcel.

Section 11. Default

Each of the following events shall be a default by Lessee and a breach of this Lease:

11.1 Performance Failures. Failure of Lessee to perform any other term, condition or covenant of this Lease within twenty (20) days after written notice from Lessor specifying the nature of the failure with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the twenty (20) day period, the failure shall not be a default if Lessee begins correction of the failure within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as practicable.

11.2 Attachment. Attachment, execution, levy or other seizure by legal process of any right or interest of Lessee under this lease if not released within thirty (30) days.

11.3 Bankruptcy. An assignment by Lessee for the benefit of creditors, the filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing, the appointment of a receiver to take possession of the Premises or improvements or the leasehold estate or of Lessee's operations on the Premises for any reason. For purposes of this paragraph the term "bankruptcy" includes all arrangements and chapters in the Bankruptcy Code.

11.4 Failure of Lessee to use the Premises for the provision of affordable housing for twelve (12) consecutive months except if said failure is due to repair and/or reconstruction pursuant to Section 6.

Section 12. Remedies on Default

12.1 In case of default as described in Section 11, Lessor shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law.

12.1.1 Lessor may terminate the Lease and retake possession of the Premises. All of Lessee's rights in the Premises and in all improvements on the Premises shall terminate as of the date of termination, however Lessee shall have the option of removing the improvements pursuant to Section 7.2. Promptly after such notice, Lessee shall surrender and vacate the Premises and all improvements broom clean and in good condition. Lessor may reenter and take possession of the Premises and of all improvements and eject some or all parties in possession. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

12.1.2 Lessor may recover damages caused by Lessee's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this Lease and the unamortized cost of any

Lessee improvements installed by Lessor to meet Lessee's special requirements. Lessor may sue periodically to recover damages as they occur throughout the Lease term and no action for accrued damages shall bar a later action for damages subsequently occurring. Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

12.1.3 Lessor may make any payment or perform any obligation which Lessee has failed to perform, in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of two (2) percent per month. Any such payment or performance by Lessor shall not waive Lessee's default.

12.2 In the event of a termination, Lessor shall be entitled to damages for the reasonable cost of: re-entry and re-letting, including the cost of any cleanup, broker or finder fees and attorney fees.

Section 13 Surrender on Termination

13.1 Surrender. Except as provided for in Section 7, upon expiration of the Lease term or renewal term, Lessee shall surrender possession of the Premises to Lessor, including all improvements then located on the Premises, free of occupants and broom clean, all in good condition except for reasonable wear and tear since the last necessary restoration, repair or reconstruction made by Lessee pursuant to this Lease. All property Lessee is required to surrender shall become Lessor's property at the date of expiration of this lease. All property that Lessee is not required to surrender but that Lessee does abandon, shall, at Lessor's election, become Lessor's property on the date of expiration or termination of this Lease.

13.2 Holdover. Failure by Lessee to vacate the Premises at the time specified in this Lease shall not constitute a renewal or extension or give Lessee any rights in or to the Premises or any improvements. Upon such a holdover, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the failure or delay of Lessee to timely surrender the Premise including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to so surrender.

Section 14. Miscellaneous

14.1 Termination. Either party may terminate this Lease for any reason with not less than a one hundred eighty (180) day written notice to the other party.

14.2 Nonwaiver. Waiver by either party of strict performance of any provision or term of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provision.

14.3 Modifications. Any modifications or changes to this agreement must be in writing and executed by both parties.

14.4 Notices. All notices under this Lease shall be effective on the earlier of actual receipt or two (2) days after deposit as registered and certified mail. In the case of electronic notification, the notice shall be effective on the first business day following transmission.

Lessor: Lane County
Property Management Division
125 E. 8th Ave

Eugene, OR 97401
541-682-3859
Kellie.j.hancock@lanecountyor.gov

Lessee: St. Vincent de Paul Society of Eugene
Attn: Charley Harvey
P.O.Box 24608
Eugene, OR 97402
541-687-5820
Charley.harvey@svdp.us

14.5 Severability. The invalidity or illegality of any provision of this Lease shall not affect the remainder of the Lease.

14.6 First Refusal. Subject to laws which may prevent Lessor from doing so and excepting transfers to other governmental entities, Lessee shall have the right of first refusal to purchase the Premises at fair market value upon expiration of this Lease, provided Lessor wishes to sell. Said right of first refusal shall expire one hundred eighty (180) days from expiration of the Lease.

14.7 No Waste. Lessee shall not do or suffer any waste, damage or disfigurement to the Premises or cause a nuisance.

14.8 No Third Party Beneficiaries. Lessor and Lessee are the only parties to this Lease and are the only parties entitled to enforce its terms. Nothing in this Lease 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Lease.

14.9 Compliance with Applicable Law. Lessee shall comply with all federal, state and local laws and ordinances applicable to its use of the Premises. Without limiting the generality of the foregoing, Lessee expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

14.10 Governing Law. This Lease and the party's right under it shall be construed and regulated by the laws of the State of Oregon.

14.11 This Lease or memorandum thereof shall be recorded in the Deeds and Records Division of Lane County. Lessee and Lessor shall each pay one half the recording fees.

Lessor: Lane County

By: _____
Steve Mokrohisky, County Administrator

Date: _____

STATE OF OREGON)
) ss
COUNTY OF LANE)

On _____, 2023, personally appeared Steve Mokrohisky, Administrator for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon

My Commission Expires _____

Lessee: St. Vincent de Paul Society of Eugene

By: _____
Charley Harvey, Assistant Executive Director

Date: _____

STATE OF OREGON)
) ss
COUNTY OF LANE)

On _____, 2023, personally appeared Charley Harvey, Assistant Executive Director for St. Vincent de Paul Society of Eugene, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon

My Commission Expires _____

