

AFTER RECORDING RETURN TO GRANTOR:  
Board of Commissioners  
225 W. Olive Street, Room 110  
Newport, Oregon 97365

GRANTEE:  
Habitat for Humanity Lincoln County  
PO Box 1311  
227 NE 12<sup>th</sup> Street  
Newport, Oregon 97365

Lincoln County, Oregon  
09/12/2019 01:23:46 PM  
DOC-QCD  
- Total = \$0.00

2019-08803

Cnt=1 Pgs=13 Stn=20



00171514201900088030130137

I, Dana W. Jenkins, County Clerk, do hereby certify  
that the within instrument was recorded in the Lincoln  
County Book of Records on the above date and time.  
WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



## QUITCLAIM DEED

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

LINCOLN COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to **HABITAT FOR HUMANITY OF LINCOLN COUNTY, Inc., an Oregon Nonprofit Corporation**, Grantee, pursuant to ORS 271.330(2) all of its right, title and interest, including mineral rights, if any, in that parcel of real property situated in Lincoln County State of Oregon, described as follows:

LEGAL: Lot 42, Garden Estates, in the City of Lincoln City, County of Lincoln, State of Oregon

ASSESSOR'S MAP ID. 07-11-02-BA-12900

This deed is given pursuant to ORS 271.330(2)(a) and subject to the Agreement attached as Exhibit A.

**THIS PROPERTY IS SOLD "AS IS." LINCOLN COUNTY DOES NOT WARRANT TITLE TO BE FREE OF DEFECTS OR ENCUMBRANCES OR THAT FORECLOSURE PROCEEDINGS OR ANY OTHER**

**PROCEEDING AUTHORIZING THE ACQUISITION, SALE OR TRANSFER OF THIS PROPERTY TO BE FREE OF DEFECTS. LINCOLN COUNTY ONLY SELLS AND CONVEYS SUCH TITLE, IF ANY, AS IT HAS ACQUIRED.**

The true and actual consideration paid for this transfer stated in terms of dollars is ZERO (\$0) DOLLARS.


In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporation and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 11<sup>th</sup> day of September 2019.

  
\_\_\_\_\_  
Claire Hall, Chair

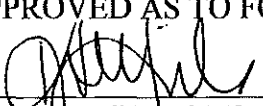
STATE OF OREGON            )  
  ) ss.  
County of Lincoln            )

This Quitclaim Deed was acknowledged before me on this 11<sup>th</sup> day of September, 2019 by, Claire Hall as Chairperson of the Board of Commissioners for Lincoln County, a political subdivision of the State of Oregon.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9 | 28 | 21



UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:  
Habitat for Humanity of Lincoln County  
PO Box 1311  
227 NE 12<sup>th</sup> Street  
Newport, Oregon 97365

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
COUNTY COUNSEL

profits use the donated property for low income housing. For purposes of this Agreement, "Low Income Housing" or "LIH" means either using the real property for the purpose of providing low income rental unit(s) to persons or families with incomes adjusted for family size at or below 60% of the median income ("Eligible Individuals"); or using the real property for providing home ownership opportunities to eligible persons or families with incomes adjusted for family size at or below 80% of the median income in Lincoln County, Oregon ("Eligible Buyers").

C. HHLC is an Oregon nonprofit corporation and is qualified under ORS 271.330(2) to receive the donation of tax foreclosed property by the County for use as low income housing.

D. The County has agreed to donate to HHLC certain real property "AS IS, WHERE IS", that is located at:

**07-11-02-BA-12900**

Garden Estates-PUD, Lot 42, DOC201110269

Lot 42, Garden Estates Subdivision, in the City of Lincoln City, County of Lincoln, State of Oregon

**07-11-02-BA-13000**

Garden Estates-PUD, Lot 43, DOC 200914011

Lot 43, Garden Estates Subdivision, in the City of Lincoln City, County of Lincoln, State of Oregon

hereinafter referred to as "the Property."

E. The consideration for the donation of the Property is HHLC's stipulation and commitment as evidenced by its duly authorized representative's signature below, to use the Property solely for low income housing purposes for a period of not less than thirty (30) years from the date of transfer.

F. The restrictions contained herein are intended to provide for the use of the Property as the primary residence of Eligible Individual(s) or Eligible Buyer(s) for a period of 30 years from the recording date of this instrument, as further provided herein. It is the policy of the County to ensure that safe, decent and affordable housing is made available to qualifying individuals at affordable prices throughout the entire term of this Agreement in order to ensure the long-term availability of affordable housing in Lincoln County, Oregon.

G. Further, the Parties stipulate that the Property has not been the subject of any examinations or inspections at the time of this transfer and their existing condition are unknown, and that the transfer of the Property is "AS IS, WHERE IS".

H. HHLC agrees to develop and complete construction within 5 years from the date of this Agreement. Substantial construction means construction of a single-family dwelling on the Property, and issuance of an Occupancy Permit. If HHLC is unable to meet this term then the Parties may mutually agree to alternate terms in writing. If the Parties are unable to agree to an extension of the 5 years, the Property shall revert back to the County.

**EXHIBIT A**



Until a change is requested, all tax statements shall be sent to the following address:

(Grantees)

HABITAT OF HUMANITY OF  
LINCOLN COUNTY  
PO BOX 1311  
227 NE 12<sup>th</sup> STREET  
NEWPORT, OREGON 97365

After recording return to:

(Granter)

BOARD OF COMMISSIONERS  
225 W. OLIVE STREET, ROOM 110  
NEWPORT, OREGON 97365

**COVENANTS/RESTRICTIONS**

**LOW INCOME HOUSING AGREEMENT**

Dated: September 11, 2019

**The Parties:**

**HABITAT FOR HUMANITY OF LINCOLN COUNTY**., an Oregon nonprofit corporation, headquartered at 227 NE 12<sup>TH</sup> Street, Newport, Oregon 97365 ("HHLC") and **LINCOLN COUNTY**, a Political Subdivision of the State of Oregon, ("County"), collectively referred to herein as the "Parties," agree to all terms and conditions contained in this agreement ("Agreement").

**Recitals:**

A. The County, as required under state law, obtains title to real property that is foreclosed for failure to pay lawfully imposed taxes and assessments.

B. As authorized under ORS 271.330(2), the County may elect to donate property

## **AGREEMENT:**

Therefore, in consideration of the promises and covenants set forth herein and of other valuable consideration, the receipt and sufficiency of which is acknowledged, HHLC and the County agree as follows:

### **Section 1: Incorporation of Recitals.**

The foregoing recitals are incorporated into this Agreement by this reference.

### **Section 2: Representations and Warranties of HHLC.**

HHLC represents and warrants as follows:

**2.1 Nonprofit.** HHLC is (i) a duly organized nonprofit corporation under the laws of the state of Oregon, (ii) qualified to transact business in the state of Oregon, (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iv) has the full legal right, power, and authority to execute and deliver this Declaration.

**2.2 No Violation of Law or Contract.** The execution and performance of this Agreement by HHLC (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which HHLC is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

**2.3 Financial Status.** There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or to the knowledge of HHLC, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as now contemplated by this Agreement or would materially adversely affect its financial condition.

**2.4 Property.** HHLC covenants that it will forever defend rights hereunder and the priority of this Agreement against the adverse claims and demands of all persons.

**2.5 Impositions.** HHLC will pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Property (the "Impositions"); however, if by law any such Imposition may be paid in installments, HHLC may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. HHLC will furnish to County promptly on request satisfactory evidence of the payment of all Impositions. County is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions. As of the date of transfer there are no ad valorem real property tax liens against the Property.

2.6 Liens. HHLC will pay when due all claims for labor and materials that, if unpaid, might become a lien on the Property.

### **Section 3: Property Development and Use.**

3.1 Low Income Housing. The Property shall be used for Low Income Housing in accordance with this Agreement.

3.2 AS IS WHERE IS. HHLC is acquiring the Property in "AS-IS, WHERE IS" condition, subject to the following:

3.2.1 The County disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property, including without limitation, the physical condition of the Property, title to or boundaries of the Property, pest control matters, soil condition, hazardous waste, toxic substances or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, and all other information pertaining to the Property.

3.2.2 HHLC acknowledges that (i) the County did not develop the Property; (ii) HHLC is a sophisticated investor, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks of entering into this Agreement and accepting title to the Property; (iii) HHLC has entered into this Agreement with the intention of making and relying upon its own (or its experts') investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations; and (iv) HHLC is not relying upon any representations and warranties made by the County or anyone acting or claiming to act on the County's behalf concerning the Property.

3.2.3 HHLC further acknowledges that it has not received from the County any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors.

3.2.4 HHLC accepts the Property in its "AS IS, WHERE IS" condition and assumes the risk that adverse physical, environmental, economic, or other legal conditions may not have been revealed by its investigations. It is the express intent of the parties to transfer to HHLC, as between the County and HHLC, any liability that may now or in the future exist under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 U.S.C. § 6901 *et seq.*, the Oregon Superfund Law, ORS 465.000, the Oregon Hazardous Waste Law, ORS 466.000, or other similar environmental laws, for known or unknown environmental conditions on, under or relating to the Property.

3.5 Financing. During the term of this Agreement, HHLC shall not sell or convey the Property, or any interest therein, without the prior written consent of the County; provided, however, that HHLC may grant one or more reasonable mortgages or trust deeds

**3.6 Resale.** Any resale of the Property by HHLC during the 30-year term of this Agreement shall be to Eligible Individual or Eligible Buyer whose aggregate income is equal to or less than eighty percent (80%) of the area median income, as adjusted for family size, for Lincoln County, Oregon, as established from time to time during the term of this Agreement by the United States Department of Housing and Urban Development, or any successor agency ("Area Median Income"). During the 30-year term of this Agreement, all subsequent owners who desire to sell the Property may sell the Property provided that the Property is sold for occupancy as the principal residence of the purchaser or purchasers and then only to one or more Eligible Individual(s) or Eligible Buyer(s).

**3.7 Occupancy.** During the term of this Agreement, at least one of the then current owners or occupants of the Property, except for HHLC, shall at all times occupy the Property as his or her primary personal residence, except for such periods of time that repair, renovation, demolition or reconstruction or similar activities shall make occupancy impractical; provided that this exception shall be based on a reasonable schedule for completion of such activities, and that any undue period of vacancy shall be deemed a default.

**3.8 Inspections and Documentation.**

3.8.1 HHLC shall permit the County, or any duly authorized representative of the County, during normal business hours and upon reasonable notice to inspect the Property.

3.8.2 HHLC shall submit any other information, documents, or certifications requested by the County that the County in its reasonable discretion shall deem necessary or appropriate to substantiate HHLC's continuing compliance with the provisions of this Agreement.

**3.9 Maintenance.** HHLC shall maintain the Property in good repair, working order and condition, including without limitation maintaining the Property in compliance with any nuisance abatement standards which may apply to the Property. HHLC will not commit or suffer any waste or strip of the Property.

**3.10 Damage or Destruction.** If the Property or improvements on the Property are damaged or destroyed, HHLC shall use its best efforts, subject to the rights of any mortgagee, to repair and restore improvements on the Property to substantially the same condition as existed prior to the event causing such damage or destruction, and specifically with respect to damage or takings in Condemnation as provided in Section 8; and thereafter to operate the Property in accordance with the terms of this Agreement.

**3.11 Environmental Compliance.**

3.11.1 For purposes of this section, *Environmental Law* means any federal, state, or local law or regulation now or hereafter at any time pertaining to Hazardous Substances or environmental conditions. For purposes of this section, *Hazardous Substance* includes, without limitation, any substance that is or becomes classified as hazardous, dangerous, or

3.11.2 HHLC will not use, generate, store, release, discharge, or dispose of on, under, or about the Trust Property or the groundwater thereof any Hazardous Substance and will not permit any other person to do so, except for storage and use of Hazardous Substances (and in such quantities) as may commonly be used for household purposes, as long as those substances are stored and used in compliance with all Environmental Laws. HHLC will keep and maintain the Property in compliance with all Environmental Laws.

3.11.3 If any investigation, monitoring, containment, cleanup, or other remedial work of any kind is required on the Property under any applicable Environmental Law or by any governmental agency or person in connection with a release of a Hazardous Substance, HHLC will promptly complete all that work at HHLC's expense.

3.11.4 All representations, warranties, and covenants in this Section 3.8 are to survive beyond the term of the Agreement.

3.12 Limitations of Use. HHLC will not initiate or consent to any replatting, partitioning, or rezoning of the Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of the Property without the prior written consent of County, which shall not be unreasonably withheld.

#### **Section 4: Recording and Filing; Covenants To Run With the Land.**

4. Recording and Filing. This Agreement shall be recorded and filed in the Deed Records of Lincoln County, Oregon.

4.1 Covenants to Run With the Land. Upon recording and for the duration of the thirty (30) year term of this Agreement, the terms and conditions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Property (i) shall be and are covenants running with the Property, including all improvements on the Property, encumbering the Property for the term of this Agreement, binding upon HHLC's successors in title and all subsequent owners; (ii) are not merely personal covenants of HHLC and its successors and assigns; and (iii) shall bind HHLC and its successors and assigns during the term of this Agreement with the benefits inuring to the County.

4.2. Compliance with Law. HHLC agrees that any and all requirements of the laws of the state of Oregon to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Property, including all improvements thereon, for the term of this Agreement. The covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property, or a portion thereof, provides that such conveyance is subject to this Agreement.



## **Section 5: Default.**

**5.1 Default Defined.** The following shall be considered an event of default ("Event of Default"):

5.1.1 HHLC's failure to perform or comply with any term, covenant or condition of this Agreement within 30 days after written notice from the County to perform or satisfy the term, covenant or condition, or, if the performance or compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.

5.1.2 HHLC's failure to comply with any requirement of any governmental authority having jurisdiction over the Property within 30 days after receipt of notice in writing of such requirement, or, if such compliance cannot be completed within such 30-day period through the exercise of reasonable diligence, the failure to commence the required performance or compliance with diligence to completion.

5.1.3 Any representation or warranty by HHLC herein or in any agreement executed pursuant hereto or in connection with this transaction shall prove to have been false or misleading in any material respect.

5.1.4 The occurrence of a default under any lien instrument secured by the Property or any agreement imposing restrictive covenants with respect to the Property which is not cured within any cure period provided in such lien instrument or agreement.

5.1.5 The filing by HHLC of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law or regulation, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of HHLC, or of any substantial part of its property, or the making by HHLC of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by HHLC in furtherance of any such action.

5.1.6 The commencement of an action against HHLC seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of CVI of any trustee, receiver or liquidator of HHLC, or of all or any substantial part of the properties of HHLC, which appointment is not vacated within 60 days after such appointment.

## **5.2 Remedies for Events of Default.**

5.2.1 Upon the occurrence of an Event of Default, the County may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to recover monetary damages caused by such violation or attempted violation, such damages to include but not be limited to all costs, expenses including, but not limited to, staff and administrative expense, fees including, but not limited to, all reasonably attorneys' fees which may be incurred by the County or any other party in enforcing or attempting to enforce this Agreement following such Event of Default on the part of HHLC

5.2.2 If the Event of Default is the failure by HHLC to use the Property for the purpose of Low Income Housing as set forth herein, for a period of time exceeding 90 consecutive days, the County's remedies include the right of reversion of the title to the Property back to the County. Provided this Subsection shall not apply in a situation covered under Subsection 7.3 Casualty/Loss Renovation or Section 8, Condemnation.

#### **Section 6: Term.**

The term of this Agreement commenced as of the date first set forth above and shall end at 11:59p.m. on January 1, 2049, if not terminated earlier.

#### **Section 7: Insurance.**

7.1 Property and Other Insurance. HHLC will obtain and maintain during the term of this Agreement Basic Form property insurance, in an amount not less than the amount of the full replacement cost of the Property, without reduction for coinsurance.

7.2. Insurance Companies and Policies. All insurance must (a) be written by a company or companies reasonably acceptable to County, (b) require 10 days' prior written notice to County of cancellation or reduction in coverage. HHLC will furnish to County on request a certificate evidencing the coverage required under this Agreement and a copy of each policy. HHLC is responsible for notifying County of any changes in insurance coverage.

#### **7.3 Casualty/Loss Restoration.**

7.3.1. After the occurrence of any casualty to the Property, whether or not covered by insurance, HHLC will give prompt written notice thereof to County. County may make proof of loss if HHLC fails to do so promptly and to County's satisfaction.

7.3.2. All insurance proceeds with respect to the Property must be applied to the renovation, repair, restoration or reconstruction of the Property for the purpose of reinstating the authorized use of the Property. Provided, HHLC shall have reasonable discretion to renovate or rebuild improvements differently than the existing structure on site in a manner in its professional judgment, best suited to accomplish viable, sustainable low income housing at the Property.

#### **Section 8: Condemnation.**

If the Property or any part of it is taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a "Condemnation"), or if HHLC receives any notice or other information regarding such action, HHLC will give immediate notice thereof to County. All compensation, awards, relocation assistance and other payments or relief therefore ("Condemnation Proceeds") up to the full amount of the value of the Property shall be applied first to the restoration of the Property and the intended use thereof as low income housing; provided, that if the intended use of the Property is no

suitable residential property to relocate the then occupants for the purpose to continue the provision of low income housing at such new residential property.

**Section 9: General Provisions .**

9.1 Severability. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions thereof.

9.2 Amendment. The County, together with HHLC and the then current occupant or owner of the Property, if other than HHLC, may execute and record any amendment to, or modification of, this Agreement, and such amendment or modification shall be binding on parties and their successors and assigns.

9.3 Notices. All notices or other communications to be given pursuant to the Agreement, shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the recipient at the address first set forth above, or to such other address as a party may from time to time designate by notice given as provided in this Section.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon without regard to the conflict of law provisions.

9.5 Venue. Venue for any suit or action commenced to enforce or interpret this Agreement shall be in the Circuit Court of Lincoln County, Oregon.

9.6 Indemnity. HHLC will, to the fullest extent allowed by law, hold County, its respective, officers, employees, agents, and lawyers harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with County's interests and rights under this Agreement.

9.7 Time is of the Essence. Time is of the essence with respect to all covenants, terms and conditions of HHLC under this Agreement.

9.8 Final Agreement. County and HHLC agree that this Agreement states their entire agreement and declare that no promises, representations, or agreements other than those herein contained have been made or relied upon. Any changes or amendments hereto must be made in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

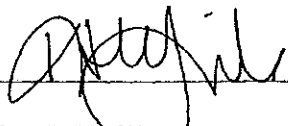
FOR HABITAT FOR HUMANITY:

By  \_\_\_\_\_  
Lucinda Taylor, Executive Director

FOR LINCOLN COUNTY  
BOARD OF COMMISSIONERS  
LINCOLN COUNTY, OREGON

By  \_\_\_\_\_  
Claire Hall, County Chair

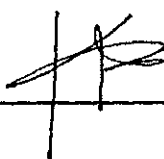
REVIEWED:

By  \_\_\_\_\_  
Kristin H. Yuille  
Assistant County Counsel

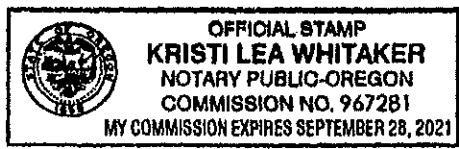
Acknowledgments

STATE OF OREGON )  
 )ss  
County of Lincoln )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Sept. 2016, by Lucinda Taylor, as Executive Director Habitat for Humanity of Lincoln County., an Oregon non-profit corporation, on behalf of its Board of Directors.

  
\_\_\_\_\_

Notary Public for  
Oregon; My  
Commission expires: 9/28/21



STATE OF OREGON )  
 )ss  
County of Lincoln )

This instrument was acknowledged before me this 11<sup>th</sup> day of September, 2019, by Claire Hall, Acting Chair, Board of Commissioners, Lincoln County, Oregon, on behalf of its Board of County Commissioners; and that the said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

  
\_\_\_\_\_

~~Kristi Peter Whitaker~~  
Notary Public for Oregon;  
My Commission expires: 9/28/21



