

FIRST EXTENSION OF LEASE

THIS EXTENSION OF LEASE is made and entered into this _____ day of _____, 20____, by and between **City of Salem, an Oregon Municipal corporation**, hereinafter called "LESSEE" and the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, hereinafter called "STATE".

RECITALS

By a certain Lease dated July 16, 2013 a copy of which is attached hereto, marked Exhibit "A", and by reference made a part hereof, STATE leased to LESSEE certain premises in the City of Salem, Polk County, Oregon, more particularly described in Exhibit "A".

Whereas LESSEE desires to extend the term of said lease for an additional (10) ten-year lease period beginning December 1, 2023 through November 30, 2033, unless otherwise terminated.

Whereas STATE is agreeable to this extension and desires to update the lease to add certain provisions in its current standard form of lease.

NOW THEREFORE, STATE and LESSEE mutually agree as follows:

- 1) Lease is hereby extended for an additional (10) ten-year lease period beginning December 1, 2023, through November 30, 2033.
- 2) From December 1, 2023 through November 30, 2033 the revised lease rate shall be \$ GRATIS. Use of the premises by the public shall be free of charge.
- 3) The following new section is added to said lease agreement as Section 15.5:

AMERICANS WITH DISABILITIES ACT COMPLIANCE

- a. When Lessee performs work on any facility or part of a facility located on the Premises, including but not limited to sidewalks, curb ramps, shared use paths, transit stops, park-and-rides, on-street parking, or pedestrian-activated signals ("Facility") and that work results in construction or an alteration that affects the accessibility of the Facility, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including

ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At work completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and
 - iv. Promptly notify ODOT of work completion and allow ODOT to inspect the Facility prior to acceptance of work by Lessee and prior to release of any contractor retained by Lessee.
- b. Lessee shall ensure that temporary pedestrian routes are provided through or around any work zone on the Premises. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian Facility. To the greatest extent possible, Lessee shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. Lessee shall ensure that any Facility or portion of a Facility on the Premises and under Lessee's maintenance jurisdiction is maintained in compliance with the ADA so long as Lessee occupies the Premises. This includes, but is not limited to, Lessee ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Lessee identifying safety or access issues related to any Facility are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain any Facility are made in compliance with the ADA requirements that were in effect at the time such Facility was constructed on the Premises,

- iv. Any future alteration work to a Facility during Lessee's occupation of the Premises complies with the ADA requirements in effect at the time the future alteration work is performed, and

All work performed on the Premises is subject to the terms of Section 1 of this Agreement. Nothing in this Section shall be construed to grant Lessee permission to place improvements or alterations on the Premises without the prior written consent of the State.

- 4) Section 12 (Property Maintenance) of said lease shall be modified to read as follows:
Lessee shall at all times, and at Lessee's sole expense, keep and maintain premises, including the sidewalks, if any, in front of the premises, in good repair and free and clear of ice, snow, rubbish, debris, noxious weeds, obstructions and all inflammable or explosive materials of every kind, and shall keep premises in an orderly, clean and safe condition. Lessee shall maintain the landscaping by regular trimming, weeding and generally maintain the premises in a neat, well-kept manner.
- 5) Except as herein modified, all of the terms, conditions and requirements of said lease agreement shall remain in full force and effect as heretofore.

LESSEE: City of Salem, an Oregon Municipal corporation

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Georgine Gleason,
State Right of Way Manager
Date: _____

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OREGON DEPARTMENT OF TRANSPORTATION

LEASE

THIS LEASE, made and entered into this 16th day of July, 2013, by and between the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter called "State", and **CITY OF SALEM, an Oregon Municipal corporation**, hereinafter called "Lessee";

WITNESSETH:

That State, for and in consideration of the covenants, conditions, agreements, and stipulations of Lessee contained in this lease, does lease unto Lessee, and Lessee does lease from State, only for PUBLIC PARK SERVICE purposes, that property consisting of 8 acres, more or less, and outlined in yellow on Exhibit "A" and photographed in Exhibit "B", attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the above mentioned property, hereinafter called "premises", unto Lessee for the period from DECEMBER 1, 2013 through NOVEMBER 30, 2023, unless otherwise terminated.

In consideration of the leasing of premises and of the mutual agreements hereinafter contained, the parties hereto expressly covenant and agree as follows:

1. IMPROVEMENTS

No new improvements shall be placed in or on premises, and no alterations shall be made to existing improvements on premises without the prior written consent of State. All improvements made shall be done at the sole expense of Lessee. All permanent improvements made by Lessee on premises shall become the property of State upon expiration or termination of this lease.

2. LEASE RATE

The rental fee shall be \$ GRATIS. Use of the premises by the public shall be free of charge.

3. RENEWAL

Lessee shall have the option, subject to the following conditions, to renew this lease for an additional ten (10) years; with up to a maximum of two renewals. Lessee shall provide State written notice of intent to exercise the option, such notice to be received by State not more than 120 days or less than 60 days prior to expiration of the lease or renewal period. Lessee must not then be in default or in breach of any of the lease terms. State

28 shall, at its sole discretion, have the right to approve or reject such request for renewal and shall give written
29 notice of its decision at least 30 days prior to lease or renewal expiration. Lease amount applicable to each
30 renewal period will be established at the time of renewal based upon fair market rents.

31 **4. LEASE TERMS ARE INDEPENDENT**

32 The agreements, conditions, covenants and terms, herein contained and to be performed by the parties, are
33 separate and independent; and the performance of each and every one is not conditioned or dependent upon
34 performance of any other, unless specifically so stated within the language of the provision. Any provision of
35 this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other
36 provision hereof and such other provisions shall remain in full force and effect.

37 **5. ACCEPTABLE AND NON-ACCEPTABLE USES**

38 Lessee shall use the premises only for the purpose of public park services. The lease is not intended for, nor
39 does it allow use of the premises for residential purposes. Lessee covenants that premises shall not be used
40 for any purpose other than that stated heretofore. Lessee shall not use the premises for the storage, disposal or
41 manufacture of any inflammable materials or for storage, disposal or processing of waste material, junk, scrap,
42 or the dismantling of vehicles or equipment. Nor shall the premises be used for any purpose deemed by State
43 to be a potential hazard to the public or detrimental to the use, maintenance and scenic enjoyment of the
44 adjacent State Transportation Facility.

45 Lessee shall not use or allow premises to be used for any unlawful purpose whatsoever.

46 **6. HAZARDOUS MATERIALS**

47 Lessee shall not: (a) install facilities for or operate on premises a gasoline supply station or gasoline pump; (b)
48 allow vehicles used or designed for the transportation of, or bulk amounts of, gasoline, petroleum products or
49 explosives on premises; (c) store bulk gasoline, petroleum products or explosives on premises. Except with
50 the prior written approval of State, which approval may be withheld at the State's sole discretion, Lessee shall
51 not cause, permit or suffer any "Hazardous Material" (defined below) to be brought upon, treated, kept, stored,
52 disposed of, discharged, released, produced, manufactured, generated or used upon, about, or underneath the
53 premises or any portion thereof by Lessee, its agents, employees, contractors, or invitees, or any other person.
54 Any request for written consent by State shall be in writing and shall demonstrate to the satisfaction of State
55 that the Hazardous Material is necessary to the business of Lessee, and will be stored, used and disposed of in
56 a manner that complies with all federal, state or local laws, statutes, rules, regulations, ordinances, orders,

57 permits or licenses applicable to the Hazardous Material. Any such approved use of Hazardous Materials shall
58 continue during the term of this lease to comply with all federal, state, and local laws, statutes, rules,
59 regulations, ordinances, orders, permits or licenses applicable to Hazardous Material.

60 "Hazardous Material" is defined for purposes of this lease as any substance;

61 (i) the presence of which requires investigation or remediation under any federal, state or local statute,
62 regulation, ordinance, order, action, policy or common law; or

63 (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant
64 under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without
65 limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et seq.)
66 and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or

67 (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or
68 otherwise hazardous and is or becomes regulated by any governmental authority, agency, department,
69 commission, board, or instrumentality of the United States, the State of Oregon, or any political subdivision
70 thereof.

71 **7. INGRESS AND EGRESS**

72 There is to be no access from premises to the State Highway system, including any bridges or ramps. All
73 ingress and egress shall be subject to administrative and statutory requirements, including but not limited to
74 ORS 374 et seq. Access to premises via city/county roads shall be under local city/county jurisdiction.

75 **8. OCCUPANCY**

76 Lessee shall occupy and use the premises in such a way as to avoid causing hazardous or unreasonably
77 objectionable smoke, fumes, vapor, or odors to emanate from premises. Lessee shall operate and maintain the
78 premises to protect against hazards as to the use, safety or appearance of premises. Use and maintenance of
79 premises shall cause no interference with traffic on adjacent State Transportation Facility. Maintenance of
80 premises by Lessee, as required under Property Maintenance Section #12 herein, shall include such
81 emergency maintenance procedures as may be required by State.

82 **9. TAXES AND ASSESSMENTS**

83 Lessee shall be responsible for all taxes and assessments, if any, on all real and personal property located on
84 or attached to premises, regardless of ownership.

85 The State shall pay all real property taxes for the premises, for which, Lessee shall reimburse State within 30
86 days of billing for said taxes by State. If lease expires or is terminated by either party after June 30, of any
87 year, Lessee shall be responsible for all taxes and assessments imposed on the premises for that tax year,
88 regardless of when tax is imposed. Notwithstanding the previous sentence, Lessee shall be entitled to a pro-
89 ration of taxes if State has terminated this Lease pursuant to the first sentence of Termination Section #18.

90 **10. UTILITIES**

91 Lessee shall pay for all utility services furnished to premises and shall order and pay for any meter installations,
92 which may be necessary.

93 **11. ADVERTISING SIGNS**

94 Lessee shall not erect or allow advertising signs, displays or devices on the premises except for signs
95 advertising Lessee's on-premises business. Any on-premises signs and informational notices shall be subject
96 to the approval of State and shall indicate no more than the type of activity being conducted on premises. No
97 signs are allowed on areas within State's recognized right of way nor under/over any State structure. All signs
98 shall comply with local sign ordinances.

99 **12. PROPERTY MAINTENANCE**

100 Lessee shall at all times, and at Lessee's sole expense, keep and maintain premises, including the sidewalks, if
101 any, in front of the premises, free and clear of ice, snow, rubbish, debris, noxious weeds, obstructions and all
102 inflammable or explosive materials of every kind, and shall keep premises in an orderly, clean and safe
103 condition. Lessee shall maintain the landscaping by regular trimming, weeding and generally maintain the
104 property in a neat, well-kept manner.

105 **13. TRANSPORTATION FACILITY PROTECTION**

106 Lessee shall, without expense to State, take all steps necessary to effectively protect the adjacent State
107 Transportation Facility from damage incident to Lessee's use of premises. Lessee shall be liable to and shall
108 reimburse State for any damage to State's right of way fences, markers, monuments, slope easements,
109 structures or facilities resulting from or attributable to the use and occupancy of premises by Lessee.

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113 **14. PERMITS AND LICENSES**

114 Lessee shall secure all necessary permits and licenses required in connection with operations on premises and
115 shall comply with all federal, state, and local statutes, ordinances, and regulations that may concern, in any
116 way, Lessee's use of premises.

117 **15. LIABILITY**

118 Lessee shall occupy and use premises at Lessee's own risk and expense, and shall save and hold harmless
119 State, its Transportation Commission, Commission members, officers, agents, and employees, from all claims,
120 suits or actions for any damage to property or injury or death of any person arising out of or in connection with
121 Lessee's occupancy or use of the premises. State shall, in no event, be liable to Lessee for any damage to
122 property, or injury to or death of any person occurring or arising from the use of premises by Lessee.

123 Lessee further agrees to indemnify and hold harmless State from any and all claims, liabilities, losses, damage,
124 costs and expenses (including attorney fees at trial and on any appeal or review) arising out of use of the
125 premises by Lessee or its agents, employees, contractors or invitees, including but not limited to the costs of
126 remediation or clean-up of any Hazardous Material used on the premises by Lessee or its agents, employees,
127 contractors or invitees, whether with or without the approval of State.

128 **16. INSURANCE**

129 Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this lease, Commercial General
130 Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to
131 the State. This insurance shall include personal and advertising injury liability, products and completed
132 operations. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not
133 be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

134 The liability insurance coverage required for performance of the lease shall include the State of Oregon, the
135 Department of Transportation and its divisions, officers and employees as Additional Insured but only with
136 respect to the Lessee's activities under this lease. Coverage shall be primary and non-contributory with any
137 other insurance and self-insurance.

138 As evidence of the insurance coverage required by this lease, the lessee shall furnish a Certificate of Insurance
139 to the Department of Transportation prior to the execution date of this lease. The Certificate will specify all of
140 the parties who are endorsed on the policy as Additional Insured. The Lessee shall pay for all deductibles, self-
141 insured retention and/or self-insurance included hereunder.

142 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of
143 insurance coverage without thirty (30) days written notice from the Lessee or its insurer(s) to the Department of
144 Transportation.

145 **17. ASSIGNMENT**

146 Lessee shall not assign this lease or sublet premises without the prior written consent of State, and any attempt
147 to assign or sublet without written consent shall be void and shall be a default in this lease. Lessee shall pay a
148 service charge of \$500.00 to State for every assignment or sublease of this lease entered into by Lessee.

149 **18. TERMINATION**

150 The State may terminate this lease as to all or part of premises when the premises is needed for public
151 purposes, or when State determines that it is in the public's best interest, by giving of a 30-day written notice to
152 Lessee. The State may also terminate the lease if Lessee is in default per Default Section #20. In the event of
153 such termination, Lessee hereby waives all its rights to make a claim for any losses or damages suffered
154 thereby.

155 Lessee may request to terminate this lease prior to lease expiration. If Lessee requests termination prior to
156 lease expiration, the termination request may be granted by State upon written request and upon receipt of
157 payment in the form of a cashier's check or money order equal to one fourth (1/4) the annual lease rate set
158 forth in Section 2 or \$1,500 whichever is greater. Upon early termination of this lease, Lessee remains liable
159 for all property taxes on the premises per Taxes and Assessments Section #9 of this lease. Depending on
160 termination date, and per Taxes and Assessments Section #9, Lessee may be responsible for paying the taxes
161 for the full year.

162 **19. ENTRY ONTO PROPERTY**

163 State specifically reserves the right to enter and occupy premises upon failure of Lessee to comply with any
164 provision of this lease. State also reserves the right to enter premises for purposes of inspection and to
165 determine whether Lessee is complying with the provisions of this lease; to perform acts necessary or proper
166 for the protection, preservation, maintenance, reconstruction, and operation of adjacent State Transportation
167 Facility; and to perform acts necessary or proper in connection with the construction or maintenance of adjacent
168 State Transportation Facility. State also reserves the right to enter and take possession of premises in case of
169 national or other emergency for the purpose of preventing sabotage and otherwise protecting its Transportation

170 Facility. During such emergency occupation Lessee shall be relieved from obligation to comply with the
171 provisions of this lease.

172 **20. DEFAULT**

173 The following shall be events of default:

174 (a) Failure of Lessee to pay any rent or other charge within 15 days after it is due, or in the case of property
175 taxes, 30 days after billing for such taxes.
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177 (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the
178 payment of rent or other charges) within 10 days after written notice by State specifying the nature of the
179 default. If the default is of such a nature that it cannot be completely remedied within the 10 day period, this
180 provision shall be complied with if Lessee begins correction of the default within the 10 day period and
181 thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
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183 (c) Filing of a voluntary or involuntary petition in bankruptcy, or filing of any proceeding to subject this lease
184 or the interest of Lessee herein to garnishment or sale under execution.

185 **21. REMEDIES FOR DEFAULT**

186 In the event of default the State may terminate this lease by giving 30 days written notice to Lessee. In the
187 event of termination, regardless of how effected, including termination for need or failure to comply with any
188 provision of this lease, Lessee shall, by the date of said termination, peaceably and quietly leave, vacate
189 completely and surrender premises, including those improvements and fixtures placed or made thereon by
190 Lessee that belong to State, in a good, clean and sightly condition, reasonable use and wear, and damage
191 by earthquake, fire, public calamity, the elements, acts of God, or other circumstances over which Lessee
192 has no control, excepted. If premises are not voluntarily surrendered, the State may, without notice, re-enter
193 and take possession of premises and may, without breach of the peace, and with or without legal process,
194 evict and dispossess Lessee from premises.

195 In the event of termination or retaking of possession following default, State shall be entitled to recover
196 immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the
197 lease term, the following amounts as damages: (1) The loss of rent from the date of termination until a new
198 lessee is secured, or until the expiration date of the lease, whichever is sooner; and, (2) The reasonable
199 costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of

200 Lessee's property, or any other expense occasioned by Lessee's default including but not limited to, any
201 repair costs, attorney fees and court costs.

202 **22. TIME**

203 TIME is of the essence of every provision of this lease. Failure of State to object to the violation of any
204 provision of this lease shall not be deemed a waiver by State of a subsequent similar breach nor of State's right
205 to demand strict performance by Lessee of any provision contained therein.

206 **23. LEASE MODIFICATION**

207 Notwithstanding anything herein contained to the contrary, this lease may be amended by mutual consent of
208 the parties hereto, in writing.

209 **24. SUCCESSORS AND ASSIGNS**

210 The provisions of this lease and all obligations and rights thereunder shall extend to and bind the successors
211 and assignees of Lessee and any assignee or legal successor of State.

212 **25. CIVIL RIGHTS (NON-DISCRIMINATION)**

213 Lessee, for itself and assigns, as part of the consideration hereof, does covenant and agree, as a covenant
214 running with the land, that (1) no person, on the grounds of race, color, or national origin, shall be excluded
215 from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of
216 premises; (2) that in connection with the construction of any improvements on premises, no discrimination shall
217 be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-
218 tier subcontractors, and first-tier subcontractors in the selection and retention of second-tier subcontractors; and
219 (3) that Lessee shall use premises in compliance with all other requirements imposed pursuant to Title 15,
220 Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce,
221 Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

222 In the event of breach of any of the above non-discrimination covenants, State shall have the right to
223 immediately terminate this lease, to re-enter and repossess premises, and to hold the same as though this
224 lease had never been made or issued.

225 **26. PRIOR LEASES/AGREEMENTS**

226 This lease is intended to supersede and/or replace all previous agreements, written or oral, entered into by the
227 parties hereto for the rental of premises.

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229 **27. "UNIFORM" ACT**

230 Should this lease be terminated for any reason, Lessee hereby acknowledges, understands, agrees and
231 waives any and all benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act
232 of 1970 as amended, or any other benefits under similar acts applicable to Lessee, or the property leased
233 herein.

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235 **28. SINGULAR/PLURAL**

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

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241 **29. NOTICES**

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243 The State (for notice) is: **Technical Leadership Center**
244 **Attn: Property Management / Access Research**
245 **Oregon Department of Transportation**
246 **4040 Fairview Industrial Drive SE, MS#2**
247 **Salem, Oregon 97302-1142**
248 **Phone: (503) 986-3600**
249 **FAX: (503) 986-3625**

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254 The Lessee (for notice is): **City of Salem**
255 **Attn: Real Property Services Manager**
256 **350 Commercial Street NE**
257 **Salem, OR 97301**
258 **(503) 540-2404**
259 **Email: cdameron@cityofsalem.net**

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30. COMPLETE AGREEMENT

THIS LEASE CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE, OR TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSEE, BY THE SIGNATURE BELOW, HEREBY ACKNOWLEDGES READING THIS LEASE, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

31. APPROVALS

ODOT REGION APPROVAL

By *Sonny P.A. Chickering*
DOT Region Manager
Date 05-07-13

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By *Rick Crager*
Rick Crager, State Right of Way Manager
Date 7/16/13

CITY OF SALEM, LESSEE

By *Kacey Duncan*
City Manager
Date 7/5/13

In Witness Whereof, the lessee has executed this instrument this 5 day of July, 2013;
if a corporation lessee, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

*Julie K. Deuchars, Staff Assistant
City of Salem*

ODOT Federal Tax I.D.: 93-1111585

End of Lease Document

16150
Paul B. Wallera
Vol. 66, P. 369, 310

Wilbur P. Lewis & Etelina Lewis
Vol. 79, P. 102

City to acquire easement for Dike

1° C.
L = 16' 02" 20"
L = 100.97

10
T = 6
T = 44.9.24

200' Spiral
S = 10
a = 5.0

200' Spiral
S = 4
a = 2.0

200' Spiral
S = 12.5
a = 6.25

12° 30'
T = 67' 00"
T = 583.53

100' Spiral
S = 5' 00"
a = 10.00

16151
Final Judgment
RW 13248

250' Spiral
S = 5
a = 12

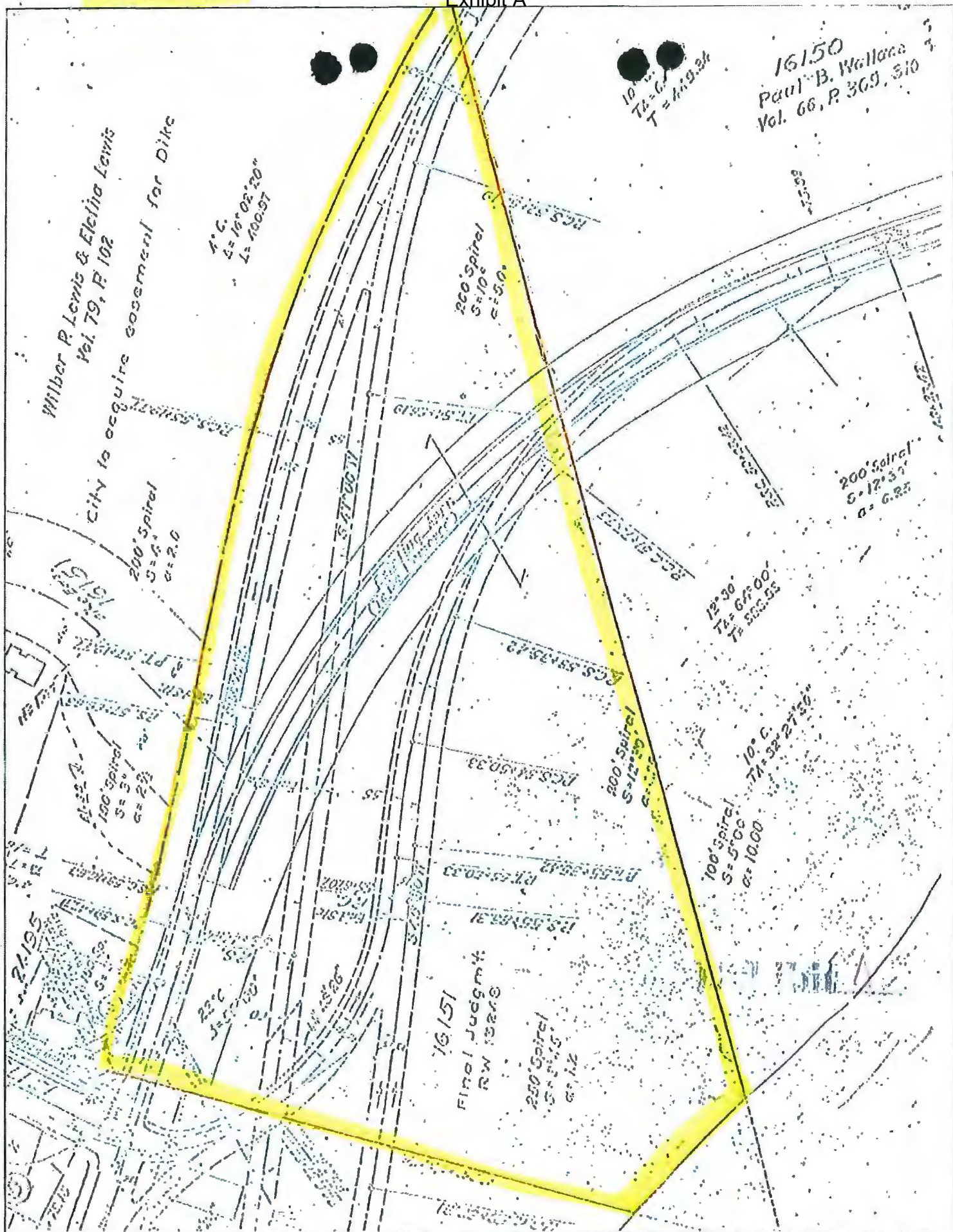


EXHIBIT "B"

File # 16151
ODOT-Lessor
City of Salem-Lessee

