

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between **Northwest Human Services Inc** (“**Seller**”) and **the City of Salem**, an Oregon municipal corporation (“**Buyer**”). Buyer and Seller are each a “**Party**” and together the “**Parties.**”

### RECITALS

A. Seller is the owner of that certain real Properties located in Marion County, Oregon, commonly known as Marion County Tax Lot 073W24BD03400 and 073W24BD03800 as shown on Exhibit A and more particularly described on Exhibit B (the “**Properties**”). The Properties consists of approximately .25 acres and .7 acres. Improvements on the properties consists of: One (1) single family detached dwelling, five (5) accessory tenant cottages, and two (2) garages.

B. Buyer desires to purchase the Properties from Seller, and Seller wishes to sell the Properties to Buyer, on the terms and conditions contained herein. Buyer will employ an Oregon licensed property manager (“**Property Manager**”) to manage the property until such time as a) all current tenants have vacated the Properties, or b) Buyer has disposed of the Properties for the purpose of redevelopment.

C. Seller is holder of City of Salem Multifamily License #26 100678 00 MF which is in a pending approval status. Buyer is aware of City’s inspection report and does not require Seller to complete licensure renewal prior to closing date.

D. Properties have Release Report from Underground Storage Tank (UST) filed with Oregon DEQ (submittal RID: 27735) dated December 16, 2025.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Seller and Buyer agree as follows:

**1. Agreement of Purchase and Sale.** Subject to and upon the terms and conditions herein, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Properties, together with all of Seller’s right, title and interest in and to any rights licenses, privileges, reversions and easements appurtenant to the Properties.

**2. Purchase Price.** The purchase price for the Properties (the “**Purchase Price**”) is one million fifty thousand dollars (\$1,050,000), with One hundred fifty thousand dollars (\$150,000) held in a sperate escrow account for the purpose of URA compliance and relocation expenses and Seventy-five thousand dollars (\$75,000) held in separate escrow account for the purpose of remediation of the Underground Storage Tank, Eight-hundred twenty-five thousand dollars (\$825,000) all cash to Seller at the close of sale escrow.

**3. Current tenants.** Six (6) tenants occupy the property holding valid leases with Seller. The distribution of tenants is four (4) single occupancy cottages, and two (2) occupancies in the single-family dwelling.

(a) Seller agrees to take all required actions and bear the cost of compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (“**URA**”) (49 CFR Part 24) for the current tenants.

- (b) One hundred fifty thousand dollars (\$150,000) shall be held for up to two (2) years in TMI Lending, escrow for the purpose of URA compliance and relocation expenses until Buyer issues a release certifying compliance. In the event Seller does not fulfill URA compliance measures, Buyer may use these funds to do so. Once the Seller has confirmed the Tenants have been relocated to the Buyer's satisfaction, the \$150,000 will be released to the Seller. Buyer and Seller will each pay fifty percent (50%) of the escrow maintenance fees; however, should either party requires additional accounting for its purposes, the requesting Party shall be responsible for any additional fees.

**4. Environmental Conditions.** Parties agree Seventy-five thousand dollars (\$75,000) shall be held for up to two (2) years in TMI Lending escrow for the purpose of remediation of the Underground Storage Tank by Buyer to achieve a "No Further Action" finding from Oregon DEQ, at which time any amount remaining in escrow shall be released to Seller. Work to be ordered by Buyer in accordance with the bid from Creekside Environmental Consulting (Exhibit C). Current bid is \$58,300 to complete the entire scope of work and obtain a DEQ NFA Letter. Any funds remaining after obtaining a DEQ NFA letter, will be released to Seller. Buyer and Seller will each pay fifty percent (50%) of the escrow maintenance fees; however, should either party requires additional accounting for its purposes, the requesting Party shall be responsible for any additional fees.

**5. Earnest Money.** Within fifteen (15) days of execution, Buyer shall deliver to the Ticor Title, twenty-five thousand dollars (\$25,000) ("**Earnest Money**") as earnest money. Should the transfer of Properties not occur for any reason, except those listed in Sections 7 and 8, the Earnest Money shall be fully due to Seller.

**6. Title Company and Title Report.**

- (a) Ticor Title. On or before three (3) business days after the Effective Date, the Parties shall deposit an executed copy of this Agreement with Ticor Title, 315 Commercial Street SE, in Salem, Oregon 97301 (the "**Title Company**").
- (b) Title Report. Seller shall obtain and deliver to Buyer a current preliminary commitment for title insurance for the Properties, issued by the Title Company, together with copies of the underlying documents (the "**Title Report**").

**7. Buyer's Review Period.**

- (a) Contingencies. Buyer's purchase of the Properties is contingent on the following:
- (i) Buyer's written approval or waiver of any and all aspects and characteristics of the Properties (including, but not limited to, title encumbrances, survey matters and zoning, inspections); within thirty (30) days (the "**Review Deadline**"), after the Effective Date as herein defined; and
  - (ii) Buyer's approval of the Title Report within thirty (30) days after the Effective Date as herein defined; and
  - (iii) Buyer's written approval, satisfaction or waiver of any and all aspects and characteristics and matters of the environmental condition of the Properties within thirty (30) days after the completion of environmental assessment; and,

(iv) Buyer obtains a written appraisal obtained from an Oregon licensed and certified real estate appraiser that matches or exceeds the Purchase Price contained in Section 2.

(b) Objection and Termination. If any condition set forth in Section 7(a)( i-iv) above is not satisfied to Buyer's satisfaction within the Review Deadline, then Buyer may terminate this Agreement by notifying Seller on or before three (3) business days after the Review Deadline, in which event the Parties shall have no further obligations under this Agreement and the Earnest Money shall be returned to Buyer. Buyer's failure to timely terminate this Agreement pursuant to this Section 5(b) shall be deemed a waiver or satisfaction of the conditions set forth in Section 5(a) above.

(c) Access.

(i) From the Effective Date through the Review Deadline, Seller grants to Buyer and Buyer's agents a right of reasonable access to the Properties, for the purposes of inspecting the Properties pursuant to Section 7(a) above. Buyer obtained at Buyer's expense, a Phase I and a Phase II environmental site assessment of the Properties. The results of the assessments are outlined in the Creekside Environmental Consulting bid (Exhibit C). With respect to any inspection or testing that is invasive or involves digging, boring or removing any portion of the Properties, Buyer must first submit to Seller a written request for any such invasive testing, and Buyer may not proceed with any such invasive testing unless Seller has given written approval of Buyer's plan; and Seller's approval shall not be unreasonably withheld, conditioned or delayed. Seller will be entitled to have a representative present at all times during any inspection or testing on the Properties. Buyer shall pay when due all costs and expenses of Buyer's inspections, tests and studies of the Properties, including any repair costs necessitated by Buyer's inspections or testing, regardless of whether the Closing of the purchase and sale of the Properties occurs. Buyer shall also return the Properties to pre-testing conditions after any testing. Buyer agrees to provide Seller with a true and complete copy of all environmental studies, tests, and reports that Buyer obtains in connection with its inspection of the Properties.

(ii) *Indemnification.* Buyer shall protect, defend, indemnify and hold Seller and Seller's agents and employees harmless for, from and against any claims, liabilities, damages, liens, attorneys' fees, penalties, demands, causes of actions and suits of any nature whatsoever which are the proximate result of the entry onto the Properties by Buyer, its agents, employees, representatives or contractors. This indemnity obligation shall survive the Closing or the termination of this Agreement, as applicable.

## **8. Buyer's Conditions to Close.**

(a) Seller shall have timely performed, in all material respects, all of the obligations required to be performed by Seller by the terms of this Agreement, including delivery of all of the items required to be delivered by Seller pursuant to this Agreement; and

(b) Buyer shall have obtained a commitment from the Title Company to issue the Title Insurance Policy; and

(c) Buyer shall have performed an Environmental Review for compliance to 24 CFR Part 58 and the National Environmental Policy Act of 1974, and shall have notified the public of its intention to purchase the Properties. The results of the environmental assessments are outlined in the Creekside Environmental Consulting bid (Exhibit C). If the US Department of Housing and Urban Development receives an objection to the purchase, then Buyer may, on written notice to Seller, terminate this Agreement and it shall be null and void for all purposes, and all of Buyer's Earnest

Money shall be returned to Buyer. If the US Department of Housing and Urban Development does not issue an Authorization to Use Grant Funds (7015.16), then Buyer may, on written notice to Seller, terminate this Agreement and it shall be null and void for all purposes, and all of Buyer's Earnest Money shall be returned to Buyer.

**9. Seller's Conditions to Close.** The following are conditions precedent to Seller's obligations to consummate the transaction described herein:

- (a) Buyer shall have timely performed, in all material respects, all of the obligations required to be performed by Buyer by the terms of this Agreement, including delivery of all of the items required to be delivered by Buyer pursuant to this Agreement; and
- (b) Intentionally left blank.

**10. Closing.** So long as all conditions precedent to closing set forth herein have then been satisfied or waived in accordance herewith, the closing of the purchase and sale of the Properties ("**Closing**") under this Agreement shall take place as soon as possible, but no later than three (3) days from satisfaction of requirements in Section 7 and Section 8, unless mutually agreed upon by the Parties.

The date on which Closing occurs is the "**Closing Date.**"

**11. Conveyance of Properties.** At Closing, Seller shall convey the Properties to Buyer by a warranty deed (the "**Deed**") conveying fee simple title in Buyer, subject only to the Permitted Encumbrances.

- (a) Seller shall convey to Buyer's Property Manager a copy of all leases with current tenants in effect on the Closing Date.
- (b) Seller shall convey to Buyer's Property Manager all keys to locked spaces on the Properties along with an inventory of keys held by tenants.
- (c) Personal Property. All Seller-owned personal property associated with the Properties and rental units (including, without limitation, furniture, appliances, on-site supplies, and operational equipment) shall be assigned to Buyer and conveyed at Closing.

**12. Closing Costs and Taxes.** Seller shall pay one-half of any closing fees, including escrow fees. Recording Fees, transfer taxes and assessments, deed stamps and one-half of any closing fees, including escrow fees, shall be paid by Buyer. Any Properties taxes paid by Seller shall be prorated as of the Closing Date. Each party shall pay its own attorney fees, consultant fees and costs, and other expenses solely incurred by that Party.

**13 Rent.** Rents collected by Seller for the month in which Closing occurs shall be prorated as of the Closing Date, with Seller retaining the portion attributable to the period prior to Closing and Buyer entitled to the portion attributable to the period on and after the Closing Date. At Closing, Seller shall deliver to Buyer (or Buyer's Property Manager) an accounting of any prepaid rent and tenant credits.

**14. Buyer's Closing Deliveries.** On or before the Closing Date, Buyer shall deliver the following:

- (a) to the Title Company:
  - (i) all documents required to be executed in connection with this Agreement; and

- (ii) immediately available funds in the amount of the Purchase Price minus the Earnest Money, and the amount of all Closing costs and other expenses to be paid by Buyer at Closing pursuant to Section 10, above.

**15. Seller's Closing Deliveries.** On or before the Closing Date, Seller shall deliver the following:

- (a) to the Title Company:
  - (i) the executed and acknowledged Deed; and
  - (ii) immediately available funds in the amount of all Closing costs and expenses to be paid by Seller at Closing pursuant to Section 10, above; and
  - (iii) Accounting of tenant security deposits owed to tenants.

**16. Representations and Warranties.**

- (a) Parties' Representations and Warranties. Each Party makes the following representations and warranties which are true on the date hereof and shall be true on the Closing Date as if made on such date:
  - (i) *Power and Authority.* The Party is duly organized and existing under the laws of Oregon, and has the requisite right, power and authority to enter into and carry out the terms of this Agreement and the execution and delivery hereof and of all other instruments referred to herein. The Party has taken all action necessary to authorize the execution, delivery and performance of this Agreement. The performance by the Party of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, document or instrument to which the Party is a party or by which it is bound or affected. All proceedings required to be taken by or on behalf of the Party to authorize it to make, deliver and carry out the terms of this Agreement have been duly and Properties taken.
  - (ii) *Validity of Agreement.* This Agreement and all other documents required by this Agreement to be executed by Party shall constitute, when so executed, the valid and binding obligation of the Party thereto, enforceable against it in accordance with their respective terms.
- (b) Survival. All representations and warranties made by the Parties hereunder shall survive Closing

**17. Purchase AS-IS; No Representations by Seller.**

- (a) Buyer understands, acknowledges and agrees that Buyer is buying Properties "AS-IS" and "WHERE-IS," with all faults and without any representations or warranties, express, implied or statutory, of any kind whatsoever (including, without limitation, any representations or warranties regarding environmental matters), by Seller, its agents, brokers, consultants, counsel, employees, managers or any other person, except those expressly set forth in this Agreement.
- (b) The Parties acknowledge that the closing of the sale of the Properties is conditioned upon Buyer's inspection of the Properties, to Buyer's satisfaction, as provided in Section 7, above. Buyer shall have the opportunity, prior to closing, to fully inspect, investigate and complete all due diligence relating to the Properties.

**18. Attorneys' Fees.** In the event of any arbitration or litigation between the parties to declare or enforce any provision of this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties, in addition to any other recovery and costs, reasonable attorneys' fees incurred in such action in arbitration, trial and all appellate courts.

**19. Statutory Disclaimer.** THE PROPERTIES DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTIES IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTIES 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**20. Defaults and Failure to Close**

- (a) Default by the Seller. If the close of escrow and the consummation of this transaction herein contemplated does not occur by reason of any default by Seller, the Buyer shall be entitled to all available legal and equitable remedies, including the remedy of specific performance and the right to recover all its out-of-pocket expenses incurred in connection with the transaction.
- (b) Default by the Buyer. If the close of escrow and the consummation of this transaction herein contemplated does not occur by reason of any default by Buyer, the Seller shall be entitled to all available legal and equitable remedies, including the remedy of specific performance and the right to recover all its out-of-pocket expenses incurred in connection with the transaction.
- (c) Cancellation Charges. If this Agreement is terminated because of the Seller's default, the Seller will bear any cancellation charges required to be paid to the Title Company. If this escrow terminates because of the Buyer's default, the Buyer will bear any cancellation charges required to be paid to the Title Company. Otherwise, the Parties shall each pay one-half of any required cancellation charges.

**21. Notices.**

- (a) An "**Address**" means the address set forth beneath a Party's signature on this Agreement. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 18(b) below to the other Party's Address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 18(b) below.

(b) Delivery.

| <b>Method of delivery</b>   | <b>When notice deemed delivered</b>  |
|---|--|
| In person<br>(including by messenger service)                                   | the day delivered, as evidenced by signed receipt  |
| Email or Fax  | the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day) |
| US Mail<br>(postage prepaid, registered or certified, return receipt requested) | the day received, as evidenced by signed return receipt  |
| Courier delivery<br>(by reputable commercial courier)                           | the day received, as evidenced by signed receipt   |

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

**22. Transfer of Utility Accounts.** Buyer will arrange to have all City of Salem provided utility accounts for the Properties transferred to Buyer effective as of the Closing Date. Any utilities not provided by the City of Salem that are not being assigned to Buyer shall be cancelled by Seller effective as of the Closing Date. The Parties shall cooperate in good faith to provide any information or authorizations reasonably required to effectuate these transfers or cancellations.

**23. Service Contracts and Management Agreements.** Effective as of the Closing Date, Seller shall terminate all service contracts and property management agreements relating to the Properties that are not being assigned to and accepted by Buyer prior to Closing. Seller shall remain solely responsible for any termination fees or penalties associated with cancelling such contracts and agreements.

**24. Miscellaneous.**

- (a) Time is of the Essence; Calculation of Days. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement. Any reference in this Agreement to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday or a federal or state of Oregon holiday.
- (b) Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.
- (c) Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.
- (d) No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.
- (e) Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- (f) Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.
- (g) Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim between Seller and Buyer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.
- (h) No Presumption against Drafter. No inference, presumption or conclusion shall be drawn against either Party by virtue of that Party having drafted this Agreement or any portion thereof.
  - (i) Brokers. The buyer is not represented by a commercial real estate broker. Seller is represented by Mike Mosar, Principal Broker of Mosar Commercial Properties. Each party is responsible for its own broker fees.
  - (j) Exhibits. The Exhibit listed below is incorporated as part of this Agreement:
    - Exhibit A: Site Map
    - Exhibit B: Legal Description
    - Exhibit C: Creekside Environmental Consulting bid

Signatures to follow on the next page; the remainder of this page is intentionally left blank.

Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

**SELLER:**

**Northwest Human Services, Inc**

By: \_\_\_\_\_

Name: Kimberly Leathley

Its: Chief Executive Officer

Date: \_\_\_\_\_

Address: Northwest Human Services, Inc.  
681 Center Street NE  
Salem, OR 97301

**BUYER:**

**The City of Salem,**  
an Oregon quasi-municipal corporation

By: \_\_\_\_\_

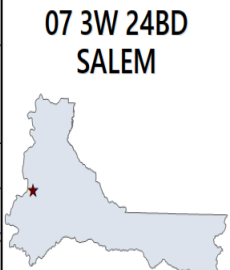
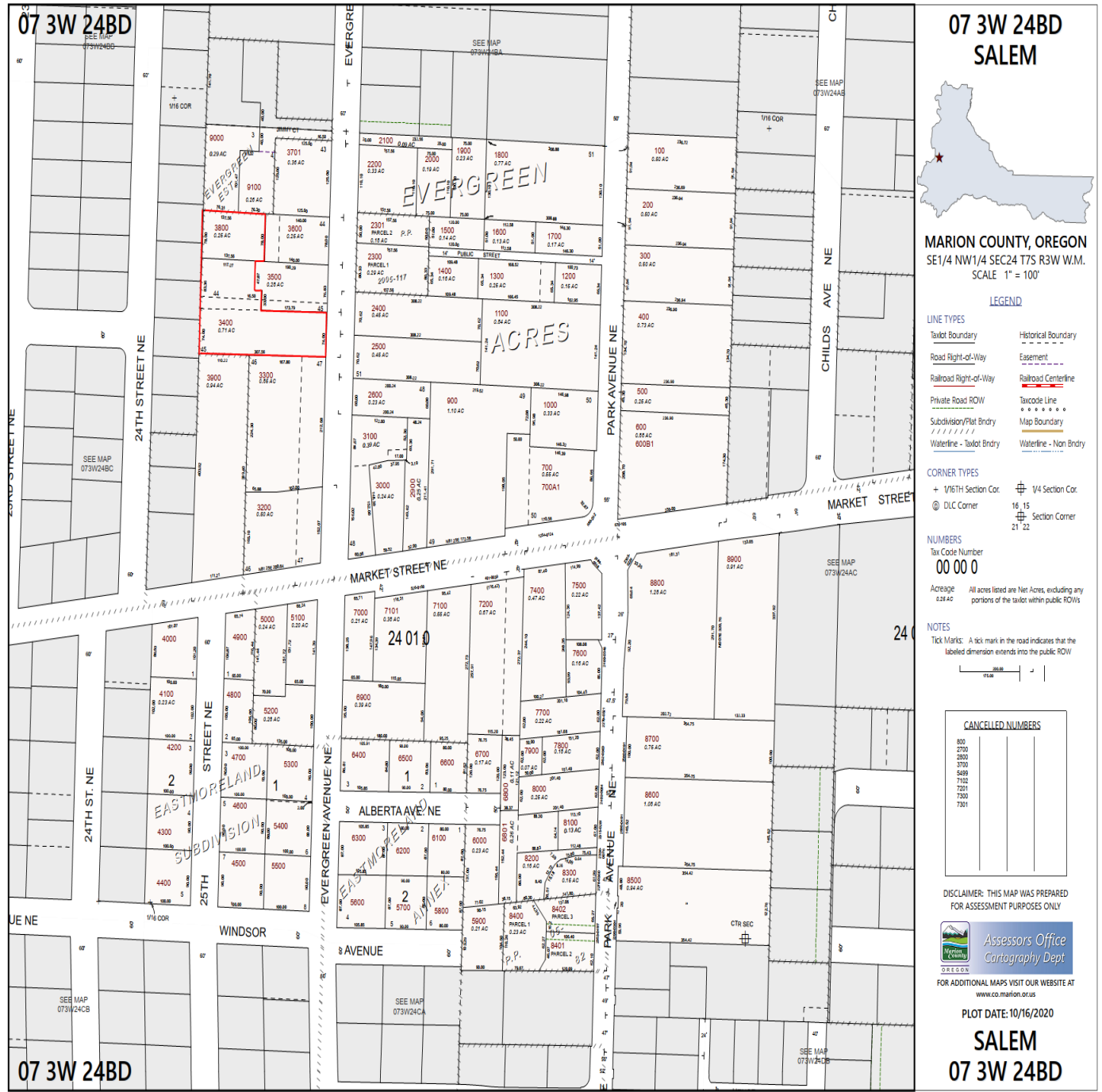
Name: Krishna Namburi

Its: City Manager

Date: \_\_\_\_\_

Address: City of Salem  
City Manager's Office  
295 Church Street SE, Suite 210  
Salem, OR 97301  
ATTN: City Manager

# EXHIBIT A Site Map



**07 3W 24BD  
SALEM**

MARION COUNTY, OREGON  
SE1/4 NW1/4 SEC24 T7S R3W W.M.  
SCALE 1" = 100'

**LEGEND**

|                             |                          |
|-----------------------------|--------------------------|
| LINE TYPES                  |                          |
| Taxlot Boundary             | Historical Boundary      |
| Road Right-of-Way           | Easement                 |
| Railroad Right-of-Way       | Railroad Centerline      |
| Private Road ROW            | Taxcode Line             |
| Subdivision/Plat Boundary   | Map Boundary             |
| Waterline - Taxlot Boundary | Waterline - Non Boundary |

**CORNER TYPES**

|                      |                   |
|----------------------|-------------------|
| + 1/16th Section Cor | + 1/4 Section Cor |
| ⊙ D/C Corner         | ⊕ Section Corner  |
|                      | ⊖ Section Corner  |

**NUMBERS**  
Tax Code Number  
**00 00 0**

Acreage  
0.28 AC

All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

**NOTES**

Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW

1" = 100'

**CANCELLED NUMBERS**

|      |
|------|
| 800  |
| 2700 |
| 2800 |
| 3700 |
| 5489 |
| 7162 |
| 7201 |
| 7300 |
| 7301 |

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

Assessors Office  
Cartography Dept

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.marion.or.us](http://www.co.marion.or.us)

PLOT DATE: 10/16/2020

**SALEM**  
**07 3W 24BD**

**EXHIBIT B**  
**Legal Description**

**PARCEL I**

Beginning at the Northeast corner of Lot 44, Evergreen Acres, in Marion County, Oregon, (See Volume 12, Page 11, Record of Town Plats for said County and State), thence Southerly along the East line of said Lot 78.00 feet: thence Westerly and parallel with the North line of said Lot 307.56 feet to the West line thereof: thence Northerly along the West line of said Lot 78.00 feet to the Northwest corner of said Lot: thence Easterly along the North line of said Lot 307.56 feet to the place of beginning, and being the Northerly 78.00 feet of said Lot 44, Evergreen Acres, Marion County, Oregon.

SAVE AND EXCEPT: the Easterly 140 feet of the above described property.

ALSO SAVE AND EXCEPT: Beginning at an iron pipe on the North line of Lot 44, Evergreen Acres, Marion County, Oregon, which is 140 feet West along the North line of said Lot 44 from the Northeast corner thereof; said point also being 110 feet West from the West line of Evergreen we.: thence South parallel with the East line of said lot a distance of 78 feet to an iron pipe: thence West parallel the North line of said Lot a distance of 3D feet to an iron pip; thence North parallel with the East line of said Lot a distance of 78 feet to an iron pipe on the North line thereof; thence East along the North line of said Lot a distance of 30 feet to the place of beginning.

**PARCEL II**

Beginning on the West line of Lot 45 of evergreen Acres in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at a point which is 74.0 feet Northerly from the Southwest corner thereof: thence Easterly parallel with the South line of the said Lot 45, 133.77 feet; thence Northerly parallel with the West line of the said Lot 45, 33.0 feet: thence Westerly parallel with the South line of the said Lot 45, 16.5 feet: thence Northerly parallel with the West line of the said Lot 45, 47.87 feet: thence Westerly 117.27 feet to a point which is 83.56 feet Northerly from the place of beginning, thence Southerly along the West lines of Lots 44 and 45 of the said Evergreen Acres 83.36 feet to the place of beginning.

**PARCEL III**

Beginning at the Southeast corner of Lot 45, Evergreen Acres, Marion County, Oregon, (See Volume 12, Page 11, Record of Town Plats for said County and State): running thence Westerly along the South line of said Lot 45, 4.66 chains to the Southwest corner of said Lot; running thence Northerly along the West line of said Lot 45, 74.00 feet; thence easterly parallel with the South line of said Lot 45, 4.66 chains to the East line of said Lot: thence Southerly along the East line of said Lot 74.00 feet to the place of beginning.\*



**EXHIBIT C**  
**Creekside Environmental Consulting bid**

**CREEKSIDE ENVIRONMENTAL CONTRACT AMENDMENT #CS-2026.1**  
**ADDENDUM TO CITY OF SALEM AGREEMENT #256094**

**Client:** City of Salem, OR - **Project:** P2ESA, HOT Decom & Soil Removal

**Subject Site:** 1797 Evergreen Avenue NE, Salem, OR

February 13, 2026

This time & materials contract amendment describes additional out-of-scope environmental services for the City of Salem (City) to decommission an onsite heating oil tank, remove and dispose of the tank and soils impacted with petroleum hydrocarbons, conduct confirmatory soil sampling and testing after excavation, and prepare a cleanup report at the above-referenced residential site in Salem, Oregon. **This project is intended to finalize the cleanup and request a “no further action” determination from Oregon DEQ.** As with all Creekside projects, this job will be conducted in strict confidence with the City and its authorized agents. All communication and deliverables will be sent directly to the City. This contract will be managed under the same terms & conditions as our approved agreement No. 256094 finalized on December 5, 2025.

***Additional Scope of Work & Budget:***

**ARTICLE 1 Task 1 – Project Initiation, Health & Safety Plan, Project Management**

Creekside will manage this project, hire appropriate subcontractors, assemble the proper equipment and supplies and prepare a health and safety plan (HSP). We will discuss site hazards with our subcontractors and field personnel prior to initiating the field sampling and drilling activities, and we will communicate with the lab prior to submitting samples. We will use qualified, safety-trained personnel, and will obtain signatures indicating that HSP will be followed during the drilling and sampling program. Our client is responsible for ensuring unimpeded site access for us during this project.

***Estimated cost: 8 hours X \$160 / hour, \$1,280***

**ARTICLE 2 Task 2 – Geophysical Survey / Borehole Clearance**

Creekside will arrange for a focused geophysical survey in selected areas of the subject site to determine if there are structures and to verify subsurface clearance prior to initiating drilling field work. If magnetic anomalies are found, follow-up investigation may be recommended in a separate phase of work. ***Estimated cost: Labor - 14 hours***

***2.1 X \$200 / hour, \$2,800***

**Task 3 – Removal & Disposal of HOT, PCS, Confirmatory Soil Assessment**

Creekside will hire a subcontractor to remove, clean, and dispose of the heating oil tank and

**up to 80 tons** of petroleum-contaminated soil (PCS) and backfill the excavation. Creekside will also collect and test soil samples after excavation to confirm that the cleanup meets Oregon DEQ standards. Soil samples will be analyzed for petroleum hydrocarbons, volatile organic compounds (VOCs), and poly-aromatic hydrocarbons (PAHs) using EPA-approved methods (i.e., NWTPH-HCID, 8260 and 8270). All samples will be properly containerized, labeled, and sent to a licensed lab under strict chain-of-custody. **Estimated cost: Subcontractor (HOT clean, remove up to**

**80 tons PCS) - \$32,500; Labor - 60 hours X \$160/hr. (\$9,600); Equipment - \$800, Lab - \$1,200; Supplies - \$400, Total - \$44,500**

**ARTICLE 3 Task 4 – Data Evaluation & Technical Memorandum**

Creekside staff will tabulate and review the analytical results and compare those results to the Oregon DEQ and USEPA environmental cleanup standards applicable. This task also includes preparation of a focused subsurface investigation report that will include drawings, charts, tables, and comprehensive analyses of regulatory cleanup standards applicable for commercial sites in Oregon. Our report will be emailed directly and only to our client for review and comment. **Estimated cost: Labor - 30 hours X \$180 / hour, \$5,400**

**ARTICLE 4 Task 5 – Prepare Contaminated Media Management Plan (CMMP)**

Creekside will prepare a contaminated media management plan that will serve as a guide for the site operators that plan any future excavation work at the site, including utility work, grading, or installation of additional structures. The CMMP is required by Oregon DEQ to finalize the work prior to obtaining an NFA determination. **Estimated cost: Labor - 24 hours X \$180 / hour, \$4,320**

**Total Estimated Cost (Tasks 1 – 4): \$58,300**

**Cost Summary:**

- Original Contract (Agreement #256094) \$15,880 - Contract Amendment #CS-2025.1 \$ 2,200
- Contract Amendment #CS-2025.2 \$23,240
- Contract Amendment #CS-2026.1 \$58,300

**Total Budget Including Amendments:**

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**\$99,620\***

*\*Limitations: Assumes groundwater will not need to be mitigated based on Phase I ESA results; also assumes no shoring required. This budget does not include repair of hardscape after the tank and soil are removed. If unexpected conditions arise, such as removal of petroleum impacted soil is greater than 80 tons to complete cleanup, Creekside will need to modify this amendment.*

CREEKSIDE

ENVIRONMENTAL

CITY OF SALEM, OREGON:

CONSULTING, LLC:

*Brent Jorgensen*

Signature: \_\_\_\_\_

Brent Jorgensen, CHMM

Printed Name: \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_

Date: February 13, 2026

Date: \_\_\_\_\_