

FIRST AMENDMENT

This is the First Amendment to that certain Purchase and Sale Agreement by and between THE CITY OF SALEM, an Oregon municipal corporation (“Purchaser”) and SUSTAINABLE FAIRVIEW ASSOCIATES, LLC, an Oregon limited liability company (“Seller”), dated August 21, 2015 (Agreement). This First Amendment is effective on the date last signed by both parties below.

RECITALS:

Whereas, pursuant to the Agreement, Purchaser agreed to purchase from Seller, certain real property located at 2250 Old Strong Road SE, Salem, Marion County, Oregon, commonly known as the former Fairview Training Center, and as described in the Agreement (the “Premises”); and

Whereas, Purchaser desires to amend the Agreement to require deconstruction of the LeBreton Building;

Whereas, to compensate Seller for the increased cost of deconstructing the LeBreton Building, and as consideration for amending the Agreement, the Parties agree to increase the purchase price of the Premises an additional \$160,000.00, and to increase the total amount of earnest money paid by Purchaser to \$380,000.00 as set forth in this First Amendment.

Now therefore, the Parties agree that the following sections of the Agreement be amended as shown below:

2. **Purchase Price.** Purchaser shall pay Seller a per-acre price of \$75,000, subject to final survey as stated in Section 4.7, plus \$160,000 (“Purchase Price”) for the Premises.

3. **Earnest Money.** Purchaser shall pay earnest money in the amount of ~~twenty-five~~ three hundred eighty thousand dollars (~~\$25,000.00~~ \$380,000.00) to Seller within thirty (30) days of the Effective Date of this Agreement, or any amendment thereto. The Earnest Money payment shall be non-refundable should the property transfer not occur for any reason ~~Purchaser terminate this Agreement~~. The Earnest Money shall be fully refundable to Purchaser should the Seller terminate this Agreement.

4. Purchaser's Conditions

4.3 Site Work.

4.3.1 ~~With the exception of the LeBreton Building,~~ Seller shall demolish all structures, including foundation and basement walls, on the Premises. Seller shall also back fill former building sites with clean fill and no less than three feet of topsoil and remove all debris from the Premises.

4.6 This section is intentionally left blank.

IN WITNESS WHEREOF the parties have caused this First Amendment to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

PURCHASER:
City of Salem

SELLER:
Sustainable Fairview Associates, LLC

By: Steven Powers
Its: City Manager
Date: 12/24/15

By: Sam Hall
Its: Managing Member
Date: 15 December 2015