

AMENDMENT NO. 1  
To the  
PURCHASE AND SALE AGREEMENT  
Between  
the City of Salem, an Oregon Municipal corporation (“**Seller**”)  
And  
The City of Turner (“Turner”), an Oregon municipal corporation (“**Buyer**”)

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**RECITALS**

- A. Seller and Buyer, collectively referred to herein as the “Parties,” entered into an Intergovernmental Agreement effective November 12, 2021, (the “IGA”) for the construction of a new water Connection Location on Salem’s water supply system to provide a new location to deliver water to Turner, the construction of a new water pump station to supply Turner’s municipal water supply system from this new Connection Location, the sale of real property at the new pump station site from Salem to Turner, and the decommissioning of Salem’s temporary Turner Booster Water Pump Station at a different location.
- B. The terms and conditions of the real estate transaction were established in a PURCHASE AND SALE AGREEMENT entered into between the Parties and effective November 12, 2021 (the “PSA”). The PSA was incorporated into the IGA.
- C. The Parties wish to amend the IGA and the PSA in order to revise the project funding conditions of the IGA such that Salem’s Project Cost Limits are increased from \$1,000,000 to \$1,250,000, and to extend the anticipated schedule of the pump station construction.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

- 1. Amend Section 10 of the PSA as follows, with strikeout wording deleted and underscored wording added:

**10. Closing Costs and Taxes.** Seller shall pay one-half of any closing fees, including escrow fees, except that Seller shall not be required to exceed the “Salem’s Project Cost Limit” of ~~\$1,000,000~~ \$1,250,000 as set forth in the IGA as amended by Amendment No 1 to the IGA. Should Seller have incurred project costs of ~~\$1,000,000~~, \$1,250,000, Buyer shall be responsible for all closing fees, including escrow fees. Recording Fees, transfer taxes and assessments, deed stamps, shall be paid by Buyer. Closing fees, including escrow fees, not paid by Seller shall be paid by Buyer. Any property taxes paid by Seller shall be prorated as of the Closing Date, and Buyer shall be responsible for any additional or deferred taxes that may result from this sale or Buyer’s use of the Property. Each party shall pay its own attorney fees, consultant fees and costs, and other expenses solely incurred by that Party.

- 2. This Amendment No. 1, is effective as of the date of the last signature hereon.

3. Except as specifically modified by this Amendment No. 1, the terms and conditions of the PSA remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Amendment No. 1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

**CITY OF TURNER**

**CITY OF SALEM**

By: \_\_\_\_\_  
Scott McClure, City Administrator  
City Administrator

By \_\_\_\_\_  
Keith Stahley,  
City Manager

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

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