

**AMENDMENT NO. 1  
TO  
PERMIT OF ENTRY  
(Temporary Parking – Non-Exclusive)**

THIS AMENDMENT NO. 1 TO PARKING PERMIT (this “**Amendment**”) is entered into effective as of August 1, 2017 (the “**Effective Date**”), by and between The State of Oregon, acting by and through its Department of Administrative Services, and the Housing Authority of the City of Salem, Oregon, respectively Landlord and Tenant under that certain Permit of Entry (Temporary Parking – Non-Exclusive) dated February 13, 2017 (the “**Parking Permit**”).

Any capitalized term used in this Amendment shall have the same meaning as in the Parking Permit.

**RECITALS**

A. The Parking Permit allows Tenant a limited right to use certain areas of the Master Parcel for parking.

B. Landlord and Tenant, as Seller and Buyer, respectively, are also the parties to the Purchase Agreement. The Purchase Agreement concerns the Parties’ agreement for Landlord’s sale and Tenant’s purchase of the Premises (referred to in the Purchase Agreement as the “Property”) from Landlord.

C. Landlord and Tenant are also the parties to the Lease Agreement, pursuant to which Tenant leases the Premises from Landlord. The Parties entered into the Lease Agreement in anticipation of Tenant’s purchase of the Premises under the Purchase Agreement. The Lease Agreement allowed Tenant to perform certain demolition and renovation work on the Premises.

D. So that Tenant may continue to use the Premises prior to Closing under the Purchase Agreement, for certain planning and analysis work relating to Tenant’s intended development of the Premises for affordable housing (the “**Planning Work**”), the Parties entered into Amendment No. 1 to Lease Agreement of the same Effective Date as this Amendment (the “**Lease Amendment**”).

E. The Parties also entered into Amendment No. 1 to Purchase Agreement of the same effective date as this Amendment (the “**Purchase Agreement Amendment**”). The Purchase Agreement Amendment memorializes, among other things, that the property that Tenant will purchase under the Purchase Amendment is reduced by .594 acres, from approximately 2.374 to approximately 1.78 acres. Thus, the Lease Amendment memorializes that the Premises under the Lease will be reduced accordingly.

## AGREEMENTS

The Parties agree to amend the Parking Permit as follows:

1.     **The Premises.** The Parties understand, acknowledge and agree that the Premises are 1.78 acres, as shown on the attached revised Exhibit A. The revised Exhibit A hereby replaces the original Exhibit A attached to the Parking Permit.
2.     **Use.** Tenant may continue to use the temporary Parking Area, for parking as relates to Tenant's use of the Premises for the Planning Work, pursuant to the Lease Amendment.
3.     **Remaining Provisions.** Except as amended hereunder, the provisions of the Parking Permit remain in full force and effect.

*[remainder of page intentionally left blank]*

Each person signing this Amendment 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.

**LANDLORD:**

The State of Oregon, by and through its Department of Administrative Services

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

Name: Shannon Ryan

Its: Enterprise Asset Management Division Administrator

Address: 1225 Ferry Street SE  
City, State, ZIP: Salem, OR 97301  
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**TENANT:**

The Housing Authority of Salem, Oregon

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

Name: Steven D. Powers

Its: Executive Director

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