

## SECOND AMENDMENT TO AGREEMENT

This is the Second Amendment to that certain agreement by and between the CITY OF SALEM, an Oregon municipal corporation ("Purchaser") and the WESTWOOD HOMES, LLC ("Seller") dated April 12, 2018 ("Agreement").

### RECITALS:

**Whereas**, pursuant to the Agreement, Seller desires to sell to Purchaser and Purchaser desires to Purchase from Seller, a portion of certain real property identified as Tax Lot 083W11D00200, Salem, Marion County, Oregon, as described in the Agreement; and

**Whereas**, Buyer and Seller desire to amend the Agreement to modify aspects related to timing of possession upon closing.

**Now therefore**, the Parties agree to modify the Agreement as follows:

**10. Possession.** ~~Seller will retain possession and use of the property for 180 days after closing. Seller also retains the right to sub lease, or allow use of, the Property to Boulder Hill LLC solely for farm and cattle grazing. Seller and Boulder Hill LLC shall add the City of Salem as an additionally insured as required by City of Salem Risk Management Division. A Purchase Price credit of SIX THOUSAND dollars (\$6,000) shall be credited to Buyer at Closing for the extended possession.~~ Buyer shall be entitled to possession upon Closing.

**IN WITNESS WHEREOF** the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

### SELLER:

WESTOOD HOMES LLC

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

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

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

### PURCHASER:

CITY OF SALEM

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

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

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