

SECOND AMENDMENT
to
PURCHASE AND SALE AGREEMENT

This Second Amendment (this “**Amendment**”) is made to that certain Purchase and Sale Agreement dated June 23, 2017, as amended June 25, 2020 (as so amended, the “**Agreement**”), by and between THE CITY OF SALEM, an Oregon municipal corporation (“**Buyer**”), and THE STATE OF OREGON, acting by and through its Department of Administrative Services (“**Seller**”). Buyer and Seller are each a “**Party**” and together the “**Parties**.”

NOW THEREFORE, the Parties hereby amend the Agreement as set forth below. Any capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

1. Purchase Price. Notwithstanding anything in the Agreement to the contrary, the Purchase Price for the Property is the sum of the following amounts:

(a) Per-Acre Price: Two hundred thirty-one thousand dollars per acre (\$231,000) (the “**Per-Acre Price**”). The final Per-Acre Price shall be determined upon creation of legal lot, generally described as the property north of the existing parking lots on B Street NE, west of 25th Street NE, South of D Street NE, and east of 23rd Street NE (as shown on Exhibit A); and

(b) Additional Funds: Two hundred twenty-six thousand two hundred eleven dollars (\$226,211) (the “**Additional Funds**”).

2. 25th Street Improvements. The consideration for the Additional Funds is the construction of certain street improvements related to the Property. Specifically, Seller and MWIC Jory, LLC, an Oregon limited liability company (“**Neighboring Buyer**”), which is under contract with Seller for the purchase of another parcel of real property in the Master Parcel, have entered into an agreement (the “**Street Improvements Contract**”), pursuant to which Neighboring Buyer will, on or before September 1, 2021, construct the street improvements along the Property’s frontage on 25th Street NE, as required by Subdivision/Urban Growth Area Preliminary Declaration Case No. SUB-UGA17-05 dated August 14, 2017 (the “**25th Street Improvements**”).

3. 23rd Street Improvements. Pursuant to the Street Improvements Contract, Neighboring Buyer will also construct certain street improvements along 23rd Street NE (the “**23rd Street Improvements**”).

4. Buyer’s Sewer.

(a) Buyer intends to install a sanitary sewer in the 23rd Street NE right-of-way adjacent to Lot 3, in the area shown on Exhibit B (the “**Sewer**”). The Sewer and the 23rd Street Improvements will be located in the same area.

(b) Buyer shall use its commercially reasonable efforts to complete the Sewer before Neighboring Buyer completes the 23rd Street Improvements. Notwithstanding the foregoing, if Buyer is unable to complete the Sewer before Neighboring Buyer completes the 23rd Street Improvements, then Seller shall instruct Neighboring Buyer not install the top layer of payment (the “**Final Pavement Lift**”), which is a portion of the 23rd Street Improvements, until Buyer has completed the Sewer, provided that the City of Salem Public Works Department allows such delay in installing the Final Pavement Lift.

(c) If Buyer does not complete the Sewer before Neighboring Buyer completes the 23rd Street Improvements, and this results in additional costs to Seller under the Street Improvements Contract for the 23rd Street Improvements, Buyer shall reimburse Seller for such actual, reasonable additional costs within thirty (30) days after Seller’s delivery to Buyer of an invoice for such costs, along with any documentation as reasonable necessary to substantiate such costs.

5. Continuation of Agreement Terms. Except as set forth in this Amendment, the terms and conditions of the Agreement shall remain unchanged.

6. Exhibits. The following Exhibit is attached hereto and made part of the Agreement:

Exhibit B: Location of Buyer’s Sewer

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

Each person signing this Amendment 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:

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, U-100
City, State, ZIP: Salem, OR 97301
ATTN: Darrin Brightman, Real Estate Services
Phone Number: 503-689-2732
Email Address: Darrin.w.brightman@oregon.gov

BUYER:

The City of Salem, an Oregon municipal corporation

By: _____ Date: _____

Name: Steven D. Powers

Its: City Manager

Address: 350 Commercial St. NE
City, State, ZIP: Salem, OR 97301
ATTN: Clint Dameron
Phone Number: 503-540-2404
Email Address: CDameron@cityofsalem.net
Fax Number: 503-589-2054

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EXHIBIT B

Location of Buyer's Sewer

