

**AMENDMENT #1 TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS DATED DECEMBER 12, 2012 BY AND BETWEEN THE COUNTY OF EL
DORADO, "BUYER" AND THE PATTON GROUP LP, "SELLER"**

THIS AMENDMENT (this "Amendment"), dated as of _____, 2013 is made to the Purchase and Sale Agreement and Joint Escrow Instructions by and between The County of El Dorado as Buyer, and The Patton Group LP as Seller, for the premises commonly known as 6425 Capitol Avenue, Building 2, Diamond Springs, California 95619; approximately 4.27 acres of land within a portion of the 6.67 acre parcel of APN: 329-341-04-100.

RECITALS

- A. The Purchase and Sale Agreement and Joint Escrow Instructions ("PSA") provided that during the Contingency Period Buyer will acquire a survey of the Property to determine the actual rentable square footage and acreage and conduct physical and environmental evaluations of the Property.
- B. The surveys have been completed and the actual rentable square footage for Building 2 has been determined to be 21,259 square feet (versus the estimated 21,186 square feet) and the actual acreage of the land that Buyer is acquiring has been determined to be 4.73 acres or 206,039 square feet (versus the estimated 4.27 acres or 186,001 square feet).
- C. An inspection of the Property reveals there are two (2) water meters currently servicing the Property. Meter 51389970 services Building 1 with domestic water and Meter 56784593 services Building 2 with domestic water. The landscaping irrigation for the entire Property is currently taken from downstream of the meter servicing Building 2.
- D. An Initial Study has been prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA") to evaluate the potential environmental impacts associated with the relocation of the County animal shelter site to this Property. The Initial Study identifies Best Management Practices for the daily operations of the animal shelter site and for exterior construction. In addition, Seller's current tenant in Building 1 has approved the operations of an animal shelter on the Property.

AGREEMENT


NOW THEREFORE, the parties do hereby agree to amend the PSA as follows:

1. Final Purchase Price. The Estimated Purchase Price of One Million Eight Hundred Ten Thousand Four Hundred Thirteen and no/100ths dollars (\$1,810,413.00) is adjusted as follows: The adjustment in purchase price for the rentable square footage at Seventy Two and 50/100ths (\$72.50) dollars per square foot amounts to an increase of Five Thousand Two Hundred Ninety Two and 50/100ths (\$5,292.50) dollars. The adjustment in purchase price for the land at Two and 10/100ths dollars (\$2.10) per square foot amounts to an increase of Forty Two Thousand Seventy Nine and 38/100ths (\$42,079.38) dollars. The total adjustment in purchase price for the acreage and rentable square footage amounts to a total increase of Forty Seven Thousand Three Hundred Seventy One and 88/100ths dollars (\$47,371.88). The Final Purchase Price is One Million Eight Hundred Fifty Seven Thousand Seven Hundred Eighty Four and 48/100ths dollars (\$1,857,784.48).
2. Irrigation System. The parcels shall be metered separately. Buyer shall be responsible for the construction costs to separate the ~~landscape irrigation~~ ^{water} system for Building 2, but Buyer and Seller shall each be responsible for the costs of installing their own meter. Buyer will provide appropriate notice to Seller to coordinate the construction and minimize any interruption or disruption to the landscape watering. The obligations of Seller and Buyer specified in this Section 2 shall survive the Close of Escrow.
3. Best Management Practices. Buyer will adhere to the Best Management Practices outlined in the Initial Study for the animal shelter project site. The obligations specified in this Section 3 shall survive the Close of Escrow.

All other terms and conditions of the PSA shall remain the same.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment #1 as of the date first above written.

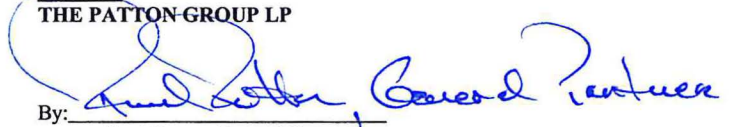
BUYER:
THE COUNTY OF EL DORADO

By: 

Ron Briggs, Chair
Board of Supervisors

Date: 7/16/13

SELLER:
THE PATTON-GROUP LP

By: 

Paul Patton, General Partner
The Patton Group LP
A California Limited Partnership
By Patton 1999 Revocable Trust

Date: 7-11-13

ATTEST:
JAMES S. MITRISIN
Clerk of the Board

By: 

Deputy Clerk