

**FIRST AMENDMENT TO AGREEMENT TO ACKNOWLEDGE
TERMINATION OF AGREEMENTS OF BARNETT BUSINESS PARK FEE
BETWEEN KFRD INVESTMENTS, INC. AND JOE VICINI, INC.**

THIS FIRST AMENDMENT to that certain agreement entitled Agreement to Acknowledge Termination of Agreements Of Barnett Business Park Fee Between KFRD Investments, Inc. and Joe Vicini, Inc., made and entered into on the 22nd day of June, 2004, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter referred to as "County"), and KFRD Investments, Inc. and Joe Vicini, Inc. (hereinafter referred to as "Owners");

RECITALS

WHEREAS, County and Owners executed the Agreement to Acknowledge Termination of Agreements Of Barnett Business Park Fee Between KFRD Investments, Inc., and Joe Vicini, Inc. executed on June 22, 2004, and recorded on August 6, 2004, (hereinafter "Termination Agreement") that acknowledged and agreed that the County's traffic impact mitigation fee program met the intent and purpose of the referenced agreements such that the agreements were terminated; and

WHEREAS, the Termination Agreement provided that the fees previously collected by County in accordance with the terminated agreements would be applied towards payment of construction costs and design engineering costs pursuant to the reimbursement provisions in the Road Improvement and Reimbursement Agreement between the County of El Dorado and KFRD Investments, Inc., for the project entitled BARNETT BUSINESS PARK, OFF-SITE DUROCK ROAD IMPROVEMENTS (CARLTON ENGINEERING), FROM STATION 10+10.00 TO STATION 18+50.00, but a road improvement agreement and reimbursement agreement for a project entitled BARNETT BUSINESS PARK, OFF-SITE DUROCK ROAD IMPROVEMENTS (CARLTON ENGINEERING), FROM STATION 10+10.00 TO STATION 18+50.00 was not finalized or executed; and

WHEREAS, the documents and materials that accompanied the Board of Supervisors action to approve the Termination Agreement provided that the funds remaining in the County's Durock Road Account were earmarked to partially fund traffic signal improvements at the intersection of Durock Road and Product Drive; and

WHEREAS, the parties desire instead to utilize the earmarked funds to partially fund the traffic signal improvements at the intersection of Durock Road and Business Drive;

NOW THEREFORE, County and Owners mutually agree as follows:

The parties hereby agree to amend the first paragraph on page 2 of the Termination Agreement to read as follows:

The parties further agree that since the following identified road improvements were contemplated within the Durock Road Fee program, that all fees, together with accrued interest, collected pursuant to and under the Agreements referred to in Exhibit A, which are in the County administered Durock Road Account, shall be applied toward eligible reimbursable costs for design

engineering costs for the project described on plans entitled DUROCK ROAD & BUSINESS DRIVE TRAFFIC SIGNAL & INTERSECTION WIDENING – CONTRACT NO. 73354, signed and stamped by Robert E. Scarborough, an engineer for Carlton Engineering, on April 12, 2007.

EXCEPT AS HEREIN AMENDED, ALL OTHER TERMS AND CONDITIONS OF THE TERMINATION AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this First Amendment Agreement has been duly executed by the parties hereinbefore named the day and year first below written.

COUNTY OF EL DORADO

By: _____
Chair of Board of Supervisors

ATTEST:

Cindy Keck, Clerk of the Board of Supervisors

By: _____

KFRD Investments, Inc.
Owner

By: _____
Title:

By: _____
Title:

Joe Vicini, Inc.
Owner

By: _____
Title

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, 200_, before me, _____, a Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Address of Owner:

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, 200_, before me, _____, a Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Address of Owner: