

**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS**

This first amendment to agreement for purchase and sale of real property and escrow instructions (“**First Amendment**”) is dated as of February 1, 2022 (the “**Agreement Date**”) and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”), and DAVIDON HOMES, a California limited partnership (“**Buyer**”).

RECITALS

A. County was the owner of approximately 4.8 acres of real property in Pleasant Hill, California, commonly known as 1750 Oak Park Boulevard (the “**Land**”).

B. The County sold the Land to Buyer pursuant to an Agreement for Purchase and Sale of Real Property and Escrow Instructions dated July 17, 2020 (the “**PSA**”).

C. The PSA required the County to remove all structures and improvements shown on the Site Plan at the County’s expense (such work, the “**Demolition/Site Preparation**”).

D. Due to no fault of the County, the County has not been able to remove one improvement from the Land that is shown on the Site Plan, a concrete PG&E vault and connected concrete building footings (the “**Vault**”).

E. In order to expedite removal of the Vault and facilitate Buyer’s ability to construct residential housing on the Land, the County and Buyer desire to amend the PSA to shift responsibility for removing the Vault to Buyer, in exchange for a payment from the County to Buyer in the amount of \$25,000.00.

The parties therefore agree as follows:

AGREEMENT

1. Section 3.5 Demolition/Site Preparation of the PSA is amended to include the following:

3.5.4. Demolition of PG&E Vault. Notwithstanding anything to the contrary set forth in this Section 3.5, Buyer shall complete the demolition of the PG&E concrete structure and connected concrete building footings located on the Land.

2. As consideration for this First Amendment, the County shall pay Buyer the sum of \$25,000.00 within 30 days after the execution of this First Amendment.


3. All other terms of the PSA remain unchanged.

[Signatures on Following Page]

The County and Buyer are signing this First Amendment as of the date set forth in the introductory paragraph.

BUYER:

COUNTY:

By: 
Name: Steven Abbs
Title: Vice President

By: _____
Name: _____
Title: _____