

## **FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

This First Amendment (“Amendment”) to the Agreement for Purchase and Sale of Real Estate is made by and between Laramie County, Wyoming (“Buyer”), and Voss Family Limited Partnership (“Seller”). Buyer and Seller are hereinafter referred to collectively as the “Parties.” This Amendment shall be effective as of January 1, 2024.

**WHEREAS**, the Parties entered into an Agreement for Purchase and Sale of Real Estate, dated October 3, 2023 (the “Agreement”); and

**WHEREAS**, the Agreement called for a purchase price of Eight Million Eight Hundred Thousand and No/100 Dollars (\$8,800,000.00). The purchase price was subject to renegotiation due to the outcome of Buyer’s appraisal and the cost of potential repairs.

**WHEREAS**, Buyer obtained an appraisal, which suggested a value to Buyer of something less than the purchase price. After negotiation as to the appraised value, the Parties have agreed on a new purchase price. The Parties have also agreed that the property shall be sold “as-is,” subject to Buyer obtaining satisfactory inspections through the due diligence process, but without further adjustment to the purchase price for any condition that may be discovered through Buyer’s inspections.

**NOW THEREFORE**, the Parties hereto agree that the Agreement shall be amended as follows:

1. Paragraph 2.1 “Purchase Price,” shall be deleted in its entirety and shall now read as follows:

“Purchase Price. The purchase price for the Property shall be Eight Million One Hundred Sixty-Five Thousand and No/100 Dollars (\$8,165,000.00), which shall be paid to Seller at Closing in cash or certified funds.”

2. Paragraph 5.3 “Buyer’s Due Diligence” shall be amended in its entirety to read as follows:

“For a period of one hundred eighty (180) days from the effective date of this Amendment, Buyer has the right to obtain inspections, at Buyer’s expense, including, but not limited to, electrical, mechanical, structural, roof, elevator, air quality (such as mold), environmental (such as radon or lead-based paint), termite, and/or other inspections as Buyer deems necessary and will provide the results to the Seller. The results of said inspections must meet Buyer’s approval and be to Buyer’s satisfaction, or Buyer may, at Buyer’s sole option, declare this Agreement void with no further obligation to Seller.”

3. Except as modified by this Amendment, the Parties do hereby acknowledge and agree that the Agreement and all other terms and provisions contained therein shall remain in full force and effect as set forth in the Agreement.

*IN WITNESS WHEREOF* the Parties have caused this Amendment to be executed as of the date first written above.

**BUYER:**  
LARAMIE COUNTY, WYOMING

**SELLER:**  
VOSS FAMILY LIMITED PARTERSHIP

By: \_\_\_\_\_  
Troy Thompson, Chairman

*MaryBeth Voss*  
By: \_\_\_\_\_  
Mary Beth Voss, Partner

**Attest:**

By: \_\_\_\_\_  
Debra K. Lee, Laramie County Clerk

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY

*W. Wheeler* 1.8.24