

Lonoak Road Bridge Project No. 09-220565  
County of Monterey, APN: 419-141-015

**AMENDMENT TO THE REAL PROPERTY PURCHASE AGREEMENT**

Effective December 11, 2012, this Amendment to the Real Property Purchase Agreement (the "Agreement") is entered into by and between:

**Jonathan C. and Margaret Jane Wooster**, Trustees of the 1993 Wooster Revocable Trust dated December 1, 1993 as to the fee estate, (the "Grantor") and the **County of Monterey**, a Political Subdivision of the State of California (the "County"). (Collectively, the Grantor and County shall hereafter be referred to as the "Parties".)

This document is an amendment to the agreement between the Grantor and the County under the County of Monterey Minute Book 74 and number 2009 CONST 005; Agreement No.: A-11403. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement and no obligations other than those set forth herein, unless amended in writing, will be recognized. The performance of this Agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade, or continuing operations of the public bridge maintenance, which has been described to Grantor. The County retains the obligation to maintain the public bridge.
2. The County shall pay the Grantor the sum of **\$1,000** for a nonexclusive license to utilize the property described in Exhibit 1 (the "Licensed Area") within five (5) days after the execution of this Agreement. Also within five (5) days after the execution of this Agreement, the County and Grantor shall execute and record a license agreement in the form attached hereto as Exhibit 2. The terms set forth in Exhibit 2 are hereby incorporated as if fully set forth herein, including but not limited to the requirements that the County retains the obligations to maintain the bridge and to meet all the provisions of the license agreement.
3. The undersigned Grantor covenants and agrees to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the Licensed Area. The Grantor's obligation herein to indemnify the County shall not exceed the amount paid (item 2 above) to the Grantor under this contract.
4. The County shall pay the Grantor the sum of **\$24,000** to remove and relocate the existing welded steel pipe/pole fence (steel fence). The welded steel fence is about 160 feet with 3 14-ft. steel gates. The location of the steel fence shall be as shown on Exhibit 3, attached hereto. The area between the steel fence and the public bridge constitutes the Licensed Area which will be used for bridge maintenance purposes. The County will survey the property and locate the Licensed Area. The Grantor shall relocate the steel fence outside the Licensed Area as shown on Exhibit 3. Upon completion of the relocated steel fence, the Grantor shall notify and invoice the County. The County shall inspect the relocated steel fence and pay the Grantor the above amount within thirty (30) days after the execution of this Agreement.
5. This Agreement includes the following, which are attached hereto and made a part

hereof:

- A. Exhibit 1 – Legal Description of Licensed Area
- B. Exhibit 2 – License Agreement
- C. Exhibit 3 – Location of Steel Fence Outside Licensed Area

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

GRANTOR

COUNTY OF MONTEREY

By: *Jonathan C. Wooster*  
Jonathan C. Wooster  
Trustee  
Date: *Nov 7, 2012*

By: ~~Paul H. Greenway, P.E.~~ ROBERT K. MURDOCH, P.E.  
~~Acting Director of Public Works~~  
Date: \_\_\_\_\_

By: *Margaret Jane Wooster*  
Margaret Jane Wooster  
Trustee  
Date: *Nov. 7, 2012*

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: *Cynthia Hasson*  
Cynthia Hasson  
Deputy County Counsel  
Date: *11/28/12*

Exhibit 1

**Road: Lonoak Road/Bridge 402**

APN 419-141-015 M.C./31-04-05 S.B.C.

All that certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of Section 13, Township 19 South, Range 9 East, Mount Diablo Meridian, and being more particularly described as follows:

**BEGINNING** at a point on the southerly boundary of Lonoak Road (a County Road), from which a  $1\frac{1}{2}$ " I.P. with 2" Brass Disk set at the Northeast corner of Section 13, T. 19S., R. 9E., bears N.  $39^{\circ}41'15''$  E., 2643.92 feet distant, said point of beginning also being N.  $40^{\circ}40'31''$  W., 34.99 feet along course 11 from the terminus of course 10 as shown and recorded in Document #2010011042 on Feb. 26, 2010, Records of County of Monterey, thence from said **POINT OF BEGINNING** and along the southerly boundary of said road,

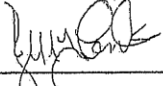
1. S.  $40^{\circ}40'31''$  E., 34.99 feet to the terminus of course 10 in said document; thence
2. S.  $43^{\circ}39'30''$  E., 134.80 feet to the terminus of course 9 in said document; thence
3. S.  $35^{\circ}58'17''$  E., 46.63 feet; thence leaving said southerly boundary
4. N.  $44^{\circ}03'25''$  W., 182.25 feet; thence
5. N.  $28^{\circ}11'33''$  W., 34.97 feet to the POINT OF BEGINNING.

Bearings and Distances contained herein are based on the California Coordinate System, Zone IV, NAD83. To obtain ground level distances, multiply distance shown by 1.000080.

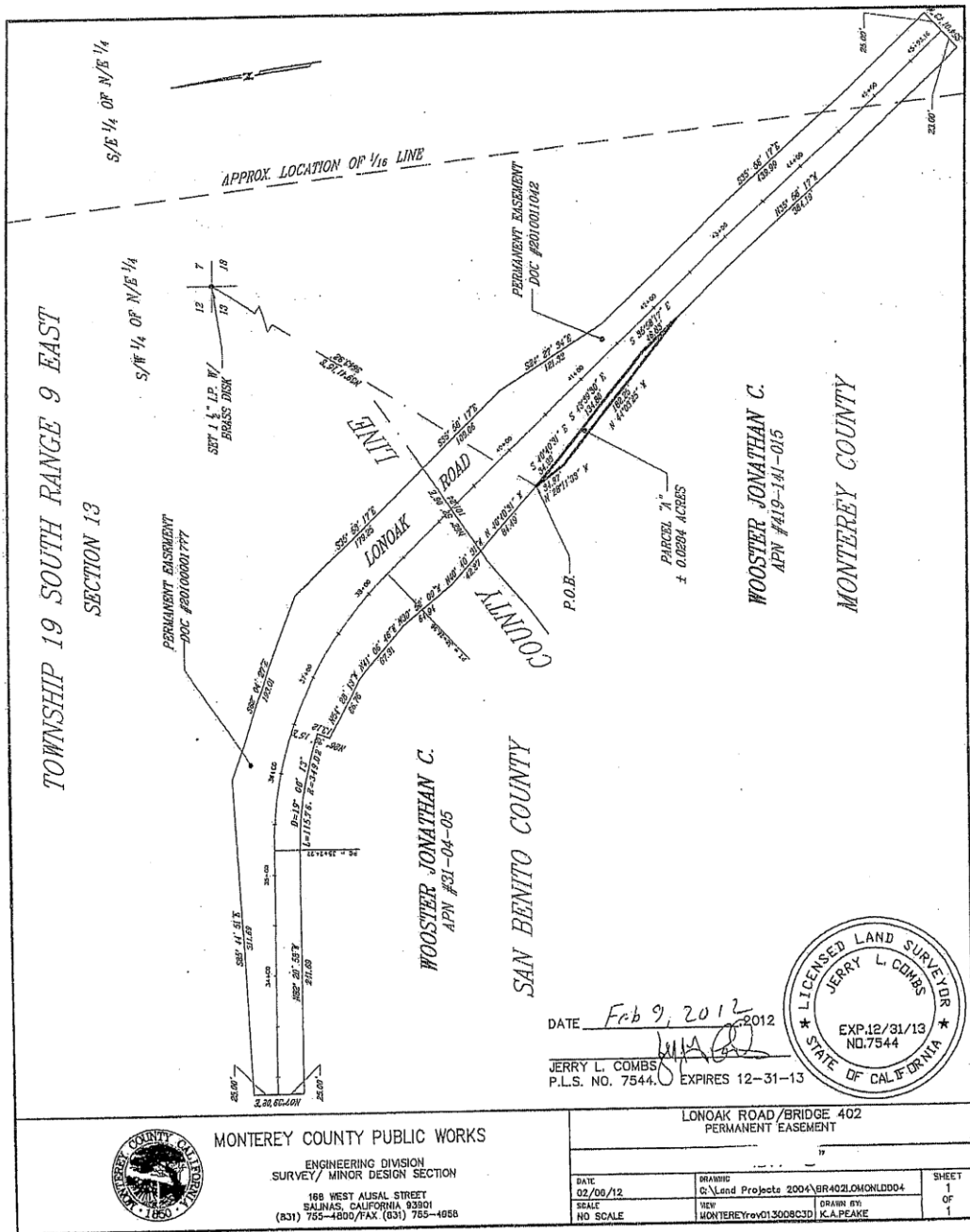
Containing an area of 0.0284 acres of land lying within the boundaries of Monterey County, more or less



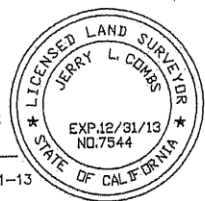
END OF DOCUMENT

  
Jerry L. Combs PLS 7544  
Monterey County Public Works  
Chief of Surveys

Feb 9, 2012



DATE Feb 9, 2012 2012  
 JERRY L. COMBS  
 P.L.S. NO. 7544. EXPIRES 12-31-13



MONTEREY COUNTY PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY/MINOR DESIGN SECTION  
 168 WEST ALisal STREET  
 SALINAS, CALIFORNIA 93901  
 (831) 755-4300/FAX (831) 755-4656

|                                              |                                                   |                       |
|----------------------------------------------|---------------------------------------------------|-----------------------|
| LONOAK ROAD/BRIDGE 402<br>PERMANENT EASEMENT |                                                   |                       |
| DATE<br>02/09/12                             | DRAWING<br>S:\Land Projects 2004\BR-AC2LONKLEDD04 | SHEET<br>1<br>OF<br>1 |
| SCALE<br>NO SCALE                            | VIEW<br>MONTEREY\proj\013008C3D                   | DRAWN BY<br>K.A.PEAKE |

Exhibit 2

Recording Requested by and  
When Recorded, Mail To:

County Clerk  
County of Monterey  
168 W. Alisal Street, 1<sup>st</sup> Floor  
Salinas, CA 93901

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Project: Lonoak Road Bridge 402,  
Monterey County Project  
APN: Monterey County, 419-141-015

**LICENSE AGREEMENT**

Jonathan C. and Margaret Jane Wooster, Trustees of the 1993 Wooster Revocable Trust dated December 1, 1993, hereinafter referred to as "Grantors", grant to the County of Monterey, a Political Subdivision of the State of California, hereinafter referred to as the "County", a license over, upon, and across a portion of that real property in the County of Monterey, State of California, described in Exhibit 1 (hereinafter, the "Licensed Area"), attached hereto and incorporated herein by this reference. Grantors and the County are collectively referred to herein as the "Parties".

County desires to acquire this license ("License") for the purpose of inspecting, maintaining, and repairing the Lonoak Road Bridge located adjacent to the Licensed Area.

This License is granted under the express conditions listed below:

1. The County shall pay to Grantors monetary compensation in the amount of \$1,000 for the granting of this License as set forth in the Amendment to the Real Property Purchase Agreement executed by the County and Grantors effective as of \_\_\_\_\_, 2012. Upon receipt of this License Agreement, duly executed and acknowledged, the County shall arrange for its recordation. The County shall pay any and all costs associated with this transaction.
2. Grantors grant to the County a License to enter the Licensed Area for the sole and exclusive purposes of inspecting, maintaining, and repairing the Lonoak Road Bridge located adjacent to the Licensed Area. All other uses are prohibited. The County covenants that no equipment, materials or supplies will be stored in the Licensed Area. In exercising its rights hereunder, the County shall use reasonable care and may not unreasonably increase the burden on the Licensed Area.
3. The License shall continue until terminated pursuant to Section 4 hereof.
4. Grantors may terminate this License upon the County breaching any of the terms or conditions of this License by sending the County written notice of the termination. In

the event that Grantors transfer ownership of the Licensed Area to a non-related entity, then the License shall terminate, and the County shall instead have an easement over the Licensed Area for use under the same terms set forth in this License. This section shall not apply to transfers of ownership to related entities, including but not limited to transfers to Grantors' relatives or to any entity fully or partially owned by Grantors or Grantors' relatives.

5. Should the County damage or otherwise affect the Licensed Area in any non-permitted manner, the County shall, at the County's sole expense, promptly restore and repair any such damage.

6. The County, as a material part of the consideration to be rendered to Grantors under this Agreement, waives all claims against Grantors for injuries to persons, death, or injury to or loss of property in or about the Licensed Area, from any cause arising at any time, arising out of or in connection with the County's use of the License Area, excepting loss, injury, or damage caused by the negligence or willful misconduct of Grantor or Grantor's agents, employees, invitees, and contractors. The County shall indemnify, defend (with counsel reasonably acceptable to Grantors), protect and hold Grantors and its members, partners, employees and agents harmless from any action, cause of action, claim, cost, damage, demand, expense (including reasonable attorneys' fees and costs of suit), fine, judgment, liability, loss or penalty that arises from, or relates to, this License or the entry onto the Licensed Area by the County or its agents, employees, invitees, contractors and subcontractors or the use of the License Area by the County or its agents, employees, invitees, contractors and subcontractors excepting those caused by the negligence or willful misconduct of Grantor or Grantor's agents, employees, invitees, and contractors.

7. This License and the Amendment to the Real Property Purchase Agreement executed by the County and Grantors effective as of \_\_\_\_\_, 2012 contain the entire agreement between the Parties regarding the License, and they may not be amended, modified or supplemented except by a written agreement executed by all the Parties.

8. This License is personal to the County and shall not be assigned without Grantors' prior written consent. Any attempted assignment by the County without Grantors' prior written consent shall automatically terminate the License. No legal title or leasehold interest in the Licensed Area is created or vested in the County by the grant of this License.

9. In the event any party hereto institutes an action or proceeding to enforce any rights arising under this License, the party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees and costs. These costs include, without limitation, expert witness fees, investigation costs, costs of tests and analysis, travel and accommodation expenses, deposition and trial transcript costs and court costs.

10. This License shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date first written above.

GRANTORS

COUNTY OF MONTEREY

By: Jonathan C. Wooster  
Trustee  
Date: \_\_\_\_\_

By: Paul H. Greenway, P.E.  
Acting Director of Public Works  
Date: \_\_\_\_\_

By: Margaret Jane Wooster  
Trustee  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: Cynthia Hasson  
Deputy County Counsel  
Date: \_\_\_\_\_

Exhibit 1

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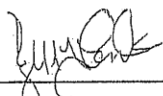
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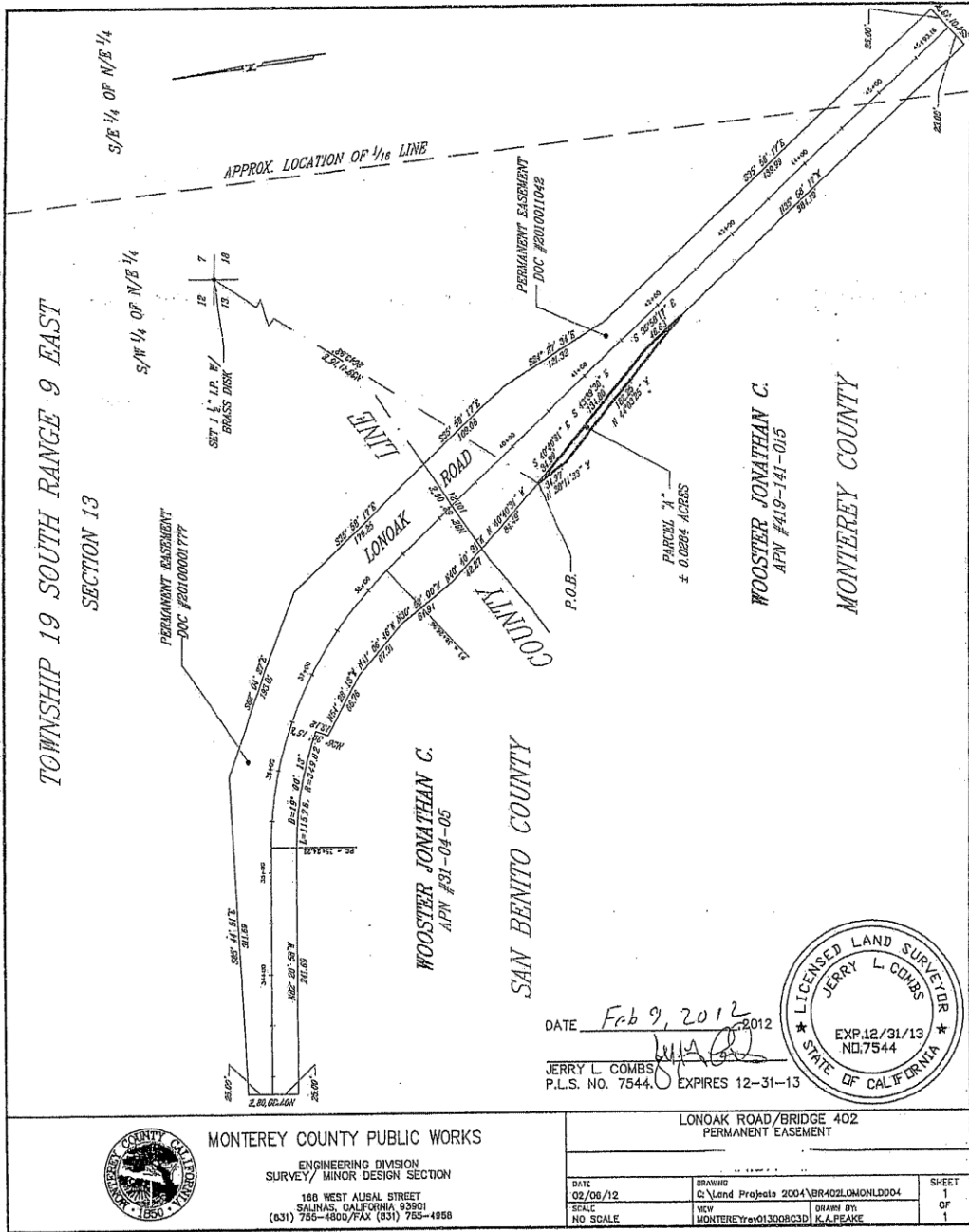


END OF DOCUMENT

  
Jerry L. Combs PLS 7544  
Monterey County Public Works  
Chief of Surveys

Feb 9, 2012

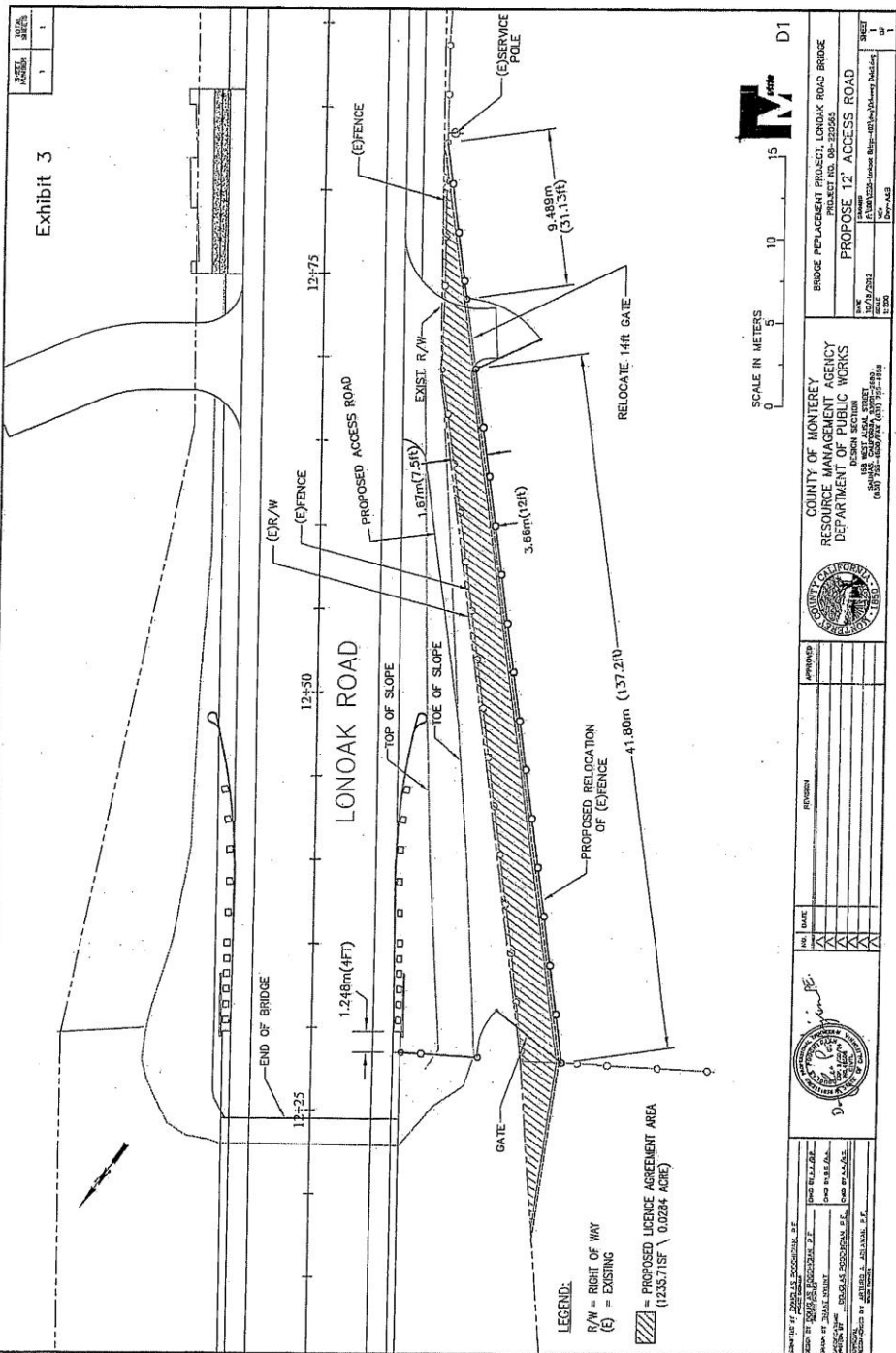




MONTEREY COUNTY PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY/ MINOR DESIGN SECTION  
160 WEST ALisal STREET  
SALINAS, CALIFORNIA 93901  
(831) 755-4800/FAX (831) 755-4858

|                                              |                                                  |                        |
|----------------------------------------------|--------------------------------------------------|------------------------|
| LONOAK ROAD/BRIDGE 402<br>PERMANENT EASEMENT |                                                  |                        |
| DATE<br>02/09/12                             | DRAWING<br>S:\Land Projects 2004\BR402LONONLDD04 | SHEET<br>1<br>OF<br>1  |
| SCALE<br>NO SCALE                            | VIEW<br>MONTEREYrev013008C3D                     | DRAWN BY<br>K.A. PEAKE |

Exhibit 3



|                                                                                   |                                               |                                                                                                                                                                                                               |                                               |
|-----------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                                                                                   |                                               | <b>COUNTY OF MONTEREY</b><br>RESOURCE MANAGEMENT AGENCY<br>DEPARTMENT OF PUBLIC WORKS<br>DESIGN SECTION<br>400 WEST GARDEN AVENUE, SUITE 200<br>MONTEREY, CALIFORNIA 93940<br>(408) 755-5800 / (408) 755-5150 |                                               |
| <b>BRIDGE REPLACEMENT PROJECT, LONOAK ROAD BRIDGE</b><br>PROPOSED 12' ACCESS ROAD |                                               | DATE: 10/27/2012<br>DRAWN BY: [Name]<br>CHECKED BY: [Name]<br>PROJECT NO: [Number]<br>SHEET NO: [Number]                                                                                                      |                                               |
| DATE: [ ]<br>DRAWN BY: [ ]<br>CHECKED BY: [ ]                                     | DATE: [ ]<br>DRAWN BY: [ ]<br>CHECKED BY: [ ] | DATE: [ ]<br>DRAWN BY: [ ]<br>CHECKED BY: [ ]                                                                                                                                                                 | DATE: [ ]<br>DRAWN BY: [ ]<br>CHECKED BY: [ ] |