

**AMENDMENT NO. 1
TO AGREEMENT FOR PURCHASE OF REAL PROPERTY
BETWEEN COUNTY OF MONTEREY AND
GREGORY NEIL BROWN AND ROBIN LYNN BROWN,
TRUSTEES OF THE GREG AND LYNN BROWN REVOCABLE TRUST
DATED AUGUST 11, 2005**

THIS AMENDMENT NO. 1 to Agreement For Purchase of Real Property between the County of Monterey, a political subdivision of the State of California (hereinafter, "County" or "Grantee") and Gregory Neil Brown and Robin Lynn Brown, Trustees of the Greg and Lynn Brown Revocable Trust dated August 11, 2005 (hereinafter, "Grantor") is hereby entered into between the Grantee and the Grantor (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, Gregory Neil Brown and Robin Lynn Brown, Trustees of the Greg and Lynn Brown Revocable Trust dated August 11, 2005 entered into "Agreement for Purchase of Real Property with County" on April 18, 2019 (hereinafter, "Agreement") to grant a permanent Roadway Easement and Temporary Construction Easement (TCE) for use by County to construct the Nacimiento Lake Drive Bridge Replacement Project (Project); and

WHEREAS, the TCE is needed by the County for the purpose of providing access, staging area, use of equipment for construction, construction of a new bridge, and removal of the old bridge for the Project; and

WHEREAS, the County has not used the TCE from "the date of County's deposit of the full purchase price into escrow" (April 30th, 2019) due to a delay in the start of the Project; and

WHEREAS, the start date of the project has been delayed until May 2020 and County has a continued need for the Temporary Construction Easement during the construction of the project, which will be later than initially planned; and

WHEREAS, County requires the change of the beginning date of the Temporary Construction Easement from "the date of County's deposit of the full purchase price into escrow" as stated in the in first sentence of Clause 5 of the Agreement to "the date of May 1, 2020" which will allow County to utilize the TCE to construct the Project ; and

WHEREAS, the Parties wish to amend the Agreement to change the beginning date of the Temporary Construction Easement to May 1st, 2020 for the term of two (2) years until May 1, 2022 with no associated dollar amount increase to allow GRANTEE to provide for the necessary area for construction of the Nacimiento Lake Drive Bridge Replacement Project as identified in the Agreement and as amended by this Amendment No. 1; and

WHEREAS, the County will not need to utilize the option to extend the term of the TCE for a period of 12 months as stated in the second paragraph of Clause 5 of the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Clause 5, "Temporary Construction Easement:", to read as follows:

The "Temporary Construction Easement" shall be for a period of twenty-four (24) months from May 1, 2020 to May 1, 2022.

2. Delete the second paragraph of Clause 5 "Temporary Construction Easement"
3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Agreements for purchase of Project Property are contingent upon the approval of the County of Monterey.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

GRANTORS

Greg and Lynn Brown Revocable Trust dated August 11, 2005

By: Gregory Neil Brown Date: 3/3/2021
Gregory Neil Brown

By: Robin Lynn Brown Date: 3/3/2021
Robin Lynn Brown

GRANTEE

County of Monterey

By: _____ Date: _____
Randell Ishii, MS, PE, TE, PTOE
Director - Department of
Public Works, Facilities and Parks

APPROVED AS TO FORM:
County Counsel

By: _____ Date: _____
Mary Grace Perry
Deputy County Counsel

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Agreements for purchase of Project Property are contingent upon the approval of the County of Monterey.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

GRANTORS

Greg and Lynn Brown Revocable Trust dated August 11, 2005

By: Gregory Neil Brown Date: 3/3/21
Gregory Neil Brown

By: Robin Lynn Brown Date: 3/3/21
Robin Lynn Brown

GRANTEE

County of Monterey

By: Randy Ishii Date: 5/5/2021
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Randell Ishii, MS, PE, TE, PTOE
Director - Department of
Public Works, Facilities and Parks

APPROVED AS TO FORM:
County Counsel

By: Mary Grace Perry Date: 5/4/2021
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Mary Grace Perry
Deputy County Counsel

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.