

**AMENDMENT NO. 2
TO AGREEMENT FOR PURCHASE OF REAL PROPERTY
BETWEEN COUNTY OF MONTEREY AND
DON KEITH JOHNSTON AND SUSAN J. JOHNSTON,
HUSBAND AND WIFE AS JOINT TENANTS**

THIS AMENDMENT NO. 2 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 Don Keith Johnston and Susan J. Johnston, Husband and Wife as Joint Tenants (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, Don Keith Johnston and Susan J. Johnston, Husband and Wife as Joint Tenants entered into “Agreement for Purchase of Real Property with County” on December 13, 2017 (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, and use of equipment for construction for the Project; and

WHEREAS, County requires two additional years to complete the construction of the Project and requires the change of the ending date of the TCE from May 1, 2022 to May 1, 2024 which will allow County to utilize the TCE to complete the construction the Project; and

WHEREAS, the Parties wish to amend the Agreement and Amendment No. 1 with Amendment No. 2 to change the terms of the TCE from “beginning date of the Temporary Construction Easement on May 1st, 2020 for the term of two (2) years to May 1, 2022” to “beginning date of the Temporary Construction Easement on May 1st, 2020 for the term of four (4) years until May 1, 2024” 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 Amendment No. 1 and this Amendment No. 2; and

WHEREAS, a waiver appraisal of the additional TCE was conducted by Grantee’s right of way consultant “Bender Rosenthal” and the just compensation value of the additional 2 (two) years of TCE was determined to be \$700.00; and

WHEREAS, the offer of the waiver appraisal of \$700 was offered by the Grantee to the Grantor and rejected by Grantor; and

WHEREAS, a counter offer of \$2,500 was negotiated and agreed by Grantor and Grantee as compensation for the two year extension of TCE in lieu of the waiver appraisal value of \$700.

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 forty-eight (48) months from beginning date of May 1, 2020 to ending date of May 1, 2024.

2. Add to Clause 3, "Purchase Price and Title:", the following:

Purchase price for the "Temporary Construction Easement" extension for two years from May 1, 2022 to May 1, 2024 is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

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

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

Don Keith Johnston and Susan J. Johnston, husband and wife as joint tenants

By: Don Keith Johnston Date: 4/13/22
Don Keith Johnston

By: Susan J. Johnston Date: 4/13/22
Susan J. Johnston

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: Mary Grace Perry Date: 5/2/2022 | 2:53 PM PDT
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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.