

Attachment D

ATTACHMENT #

**AMENDMENT TO
COUNTY OF MONTEREY
AGREEMENT FOR PURCHASE OF REAL PROPERTY**

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-EXHIBIT FOLLOW)

**AMENDMENT NO. 1
TO AGREEMENT FOR PURCHASE OF REAL PROPERTY
BETWEEN COUNTY OF MONTEREY AND
MERRILL JACKS RANCH #2, L.P**

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 Merrill Jacks Ranch #2, L.P (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, Merrill Jacks Ranch #2, L.P fully executed the "Agreement for Purchase of Real Property with County" on March 15, 2022 (hereinafter, "Agreement") to grant several permanent Roadway Easements and Temporary Construction Easements to Grantee to construct the Davis Road Bridge Project ("Project"); and

WHEREAS, the Agreement specifies the purchase of several areas of land, further identified in the Agreement in Exhibits "A", "A-1", "B", "C", "D", "E", "E-1" and "E-2" (attached and incorporated by this reference) each being a portion of property in Monterey County located at 14701 Reservation Road, Salinas, California, further identified as Assessor's Parcel Numbers ("APNs") 203-041-004, 005 and 207-041-011 for use by GRANTEE on the Project; and

WHEREAS, "Exhibit D" of the Agreement references APN 203-051-016 along CUS Holdings Trust APNs 207-042-005 and 217-011-005, described in the Agreement as "Exhibit D"; and

WHEREAS, Grantee wishes to obtain fee simple title in "Exhibit D"; and

WHEREAS, the Parties agree the property described in the former Exhibit D, represented herein as the new Exhibit D-1, will be conveyed in fee with no additional cost because the purchase price provided to Grantor for the permanent easement is the functional equivalent of the price for fee title;

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

1. EXHIBIT D-1 replaces EXHIBIT D. All references in the AGREEMENT to EXHIBIT D shall be construed to refer to EXHIBIT D-1.
2. In **Section 2** of the AGREEMENT, the following paragraphs shall be added between the first and second paragraphs.

Concurrently with the execution of this Agreement, the Grant Deed shall be executed and delivered by GRANTORS to Steve Harris, Project Manager for Overland, Pacific & Cutler, LLC, acting for the GRANTEE for the purpose of placing the Grant Deed into escrow. Prior to placing the Grant Deed into escrow, the purchase of the Project Property must be approved by the Monterey County Board of Supervisors. The Grant Deeds shall not be delivered in the manner described solely for the convenience of the parties. Close of escrow shall be the date and time the Grantor's Grant Deed is recorded by the title company in the Recorder's Office of Monterey County. On close of escrow, title shall vest in the County of Monterey, a political subdivision of the State of California. GRANTEE shall not be deemed to have accepted delivery of the Grant Deed until such time as the Grant Deed is recorded in the

Official Records of Monterey County, California in accordance with written escrow instructions delivered to escrow by GRANTEE and GRANTOR. Grantee shall pay all fees for recordation of the Grant Deed, the premium for the policy of title insurance, documentary transfer tax, if any, and all escrow fees. GRANTOR shall by grant deed convey to GRANTEE through the escrow a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, claims, easements, taxes and assessments, leases (recorded and unrecorded), licenses, encroachments on the Property from adjacent properties, or rights of way of any nature. GRANTOR hereby authorizes GRANTEE to take possession of the Property upon close of escrow. The title company shall issue to GRANTEE a standard California Land Title Association form policy of title insurance for the Property showing title vested in GRANTEE.

3. Replace **Section 3** of the AGREEMENT as follows:

3. PURCHASE PRICE AND TITLE:

The purchase price for the Fee Interest as described in the Grant Deed, Permanent Easements and Temporary Construction Easement is SIX HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$698,450.00). GRANTEE shall deliver the purchase price into escrow promptly after delivery of the Grant Deed, Permanent Roadway Easement Deeds, Permanent Utility Easement Deeds and Temporary Construction Easement Deed into escrow. GRANTORS shall, by Grant of Deeds and Easements, grant to GRANTEE the Project Property, free and clear of tax liens that would render the Fee Interest as described in the Grant Deed, and Permanent Easements and Temporary Construction Easement unsuitable for their intended purposes.

Escrow agent shall deliver the purchase price to GRANTORS, less GRANTOR'S share of prorated taxes, if any, and any amounts necessary to place title in the condition required by this Agreement, when title to the Project Property vests in GRANTEE free and clear of all tax liens. Good, marketable title to the Fee Interest as described in the Grant Deed and Permanent Easements, subject to the Permitted Exceptions (Monterey County will take title subject to all exceptions other than tax liens) showing the Fee Interest and Permanent Easement interests to the Permanent Easements vested in Grantee, subject only to the Permitted Exceptions. GRANTEE shall pay all costs of escrow and recording fees incurred in this transaction.

4. Add the following **Section 16** to the AGREEMENT as follows:

16. GRANTOR'S REPRESENTATIONS AND WARRANTIES ON EXHIBIT D-1

Regarding the Property described in "Exhibit D-1", Grantor represents and warrants to Grantee that on the date this agreement is fully executed and at close of escrow the following conditions apply:

- (a) Grantor has the full right, power and authority to enter into this Agreement and to perform the transactions contained in it. Grantor warrants that it is the owner of this parcel and that the following names and titles are authorized to execute this agreement, the Fee Interest as described in the Grant Deed, Permanent Easements and Temporary Construction Easement on their behalf:

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- (b) Grantor has and shall have at close of escrow good, marketable and indefeasible fee simple title to the Property.
 - (c) As a covenant that will survive close of escrow, Grantor warrants that Grantor is the sole owner of the Property, free and clear of all title defects, liens, encumbrances, deeds of trust, claims, easements, taxes and assessments, leases (recorded and unrecorded), licenses, encroachments on the Property from adjacent properties, or rights of way of any nature.
 - (d) To the best of the Grantor's knowledge, there are no oral or written leases or rental agreements affecting any portion of the Property. As a covenant that will survive close of escrow, Grantor agrees that it shall take steps to evict or otherwise remove any tenants currently occupying the Property prior to close of escrow. Grantee shall not become obligated or liable to anyone for the use of the Property.
 - (e) To the best of Grantor's knowledge, there is no pending litigation involving the Property.

5. Add the following **Section 17** to the AGREEMENT as follows:

17. BINDING ON SUCCESSORS

This Agreement shall be binding on the parties, their heirs, personal representatives, assigns and other successors in interest.

6. Add the following **Section 18** to the AGREEMENT as follows:

18. ADDITIONAL DOCUMENTS

The parties agree to execute any additional documents reasonable and necessary to carry out the provisions of the Agreement. Grantee authorizes the Director of Public Works, Facilities and Parks or the Director's designee to execute any documents needed to complete the transaction, including but not limited to escrow instructions, amendments to the Agreement, notices or related documents.

- 7. All other terms and conditions of the AGREEMENT, including all Exhibits thereto, remain unchanged and in full force.
- 8. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on March 15, 2022.
- 9. The recitals to this AMENDMENT NO. 1 are incorporated into the AGREEMENT.

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.

GRANTOR

Merrill Jacks Ranch #2, L.P, a California Limited Partnership

By: Susan Merrill Date: 4-5-23
Susan Merrill, General Partner

1999 Merrill Grandchildren Irrevocable Trust U/T/A

dated December 9, 1999 (General Partner)

By: William H. Stoffers Date: 4/5/2023
William H. Stoffers, Trustee

By: Greg Thelen Date: 4/5/2023
Greg Thelen, Trustee

GRANTEE

County of Monterey

By: _____
Randell Ishii
PFWP DIRECTOR

Date: _____

APPROVED AS TO FORM:

Office of the County Counsel

Leslie J. Girard, County Counsel

DocuSigned by:
By: Shane Eben Strong
F631FE484254499...
Shane Eben Strong

Deputy County Counsel

Date: 4/26/2023 | 4:27 PM PDT

EXHIBIT D OF AMENDMENT NO. 1
OF THE AGREEMENT FOR PURCHASE OF REAL PROPERTY BETWEEN
COUNTY OF MONTEREY AND MERRILL JACKS RANCH #2, L.P.

EXHIBIT "A" LEGAL DESCRIPTION

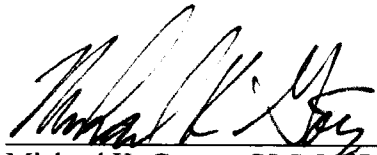
That certain real property situated in Rancho El Chamisal, County of Monterey, State of California, and being a portion of that certain parcel of land designated "Parcel I" as conveyed from Wilma S. Merrill to Merrill Farms, a corporation, by deed dated September 1, 1977, and recorded in Reel 1179 of Official Records, at Page 1120, Records of Monterey County, California, being also a portion of Parcel X, as said parcel is shown and so designated on that certain map filed for record October 13, 1995 in Volume 19 of Surveys, at Page 100, Records of Monterey County, said portion being more particularly described as follows:

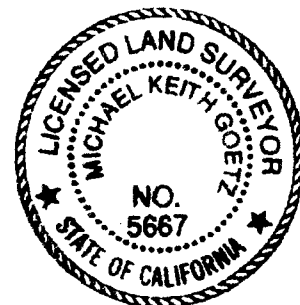
Beginning at the southeast corner of said conveyed parcel and said Parcel X, said corner being "AP 55" as shown on the Plat entitled "Portion of the Fort Ord Military Reservation Boundary," prepared by the Bureau of Land Management, dated April 17, 1961, said corner being on the line common to Rancho El Chamisal and Rancho Nacional, said corner and "AP 55" being also shown on that certain map filed for record May 5, 1989 in Volume 15 of Surveys, at Page 235, Records of Monterey County; thence from said Point of Beginning and along the southeasterly line of said conveyed parcel and said Parcel X and being a line in common with the most northerly line of that certain "New Parcel "A" 45.97 Acres," as said parcel is shown and so designated on that certain map filed for record November 3, 1987 in Volume 15 of Surveys, at Page 62, Records of Monterey County

- 1) S. 74°02'35" W., 271.69 feet to the most westerly corner of said "New Parcel "A" 45.97 Acres;" thence leaving said southeasterly line and said line in common
- 2) N. 26°01'38" W., 1037.28 feet to the most northerly common corner of Rancho El Chamisal and Monterey City Lands, Tract No. 1, as patented, being also a point on the southwesterly line of Rancho Nacional; thence along the line common to Rancho El Chamisal and Rancho Nacional
- 3) S. 39°52'47" E., 1117.28 feet to the Point of Beginning.

CONTAINING an area of 3.185 acres of land, more or less.

The above described parcel is shown on the plat attached hereto and made a part hereof.


Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California



February 8, 2023

