

FORM OF FIRST AMENDMENT TO ACQUISITION AGREEMENT

WHEREAS, _____, _____, (“Grantor”) and San Bernardino County (Grantee) have heretofore entered into that certain Acquisition Agreement dated _____ (“Acquisition Agreement”), which agreement sets forth the terms and conditions under which the Grantee would acquire certain real property rights, comprised of an easement of approximately _____ square feet and a temporary construction easement of approximately _____ square feet over a portion of real property owned by the Grantor located at _____, Apple Valley, CA 92308 (commonly known as Assessor’s Parcel Number (APN) xxxx-xxx-xx-0000) (“Grantor Property”) for the Project, as defined in the Acquisition Agreement; and

WHEREAS, in accordance with the Acquisition Agreement, on _____, the Grantor executed a Grant of Easement (“Existing Easement”) and a Temporary Construction Easement for a three-year period commencing on July 1, 2025 and expiring on the earlier of Project completion or June 30, 2028 (“Existing TCE”) for the respective portions of the Grantor Property; and

WHEREAS, due to a change in the Project schedule, the parties seek to amend the Acquisition Agreement to: (i) provide for the Grantee’s acquisition of a new Temporary Construction Easement for approximately _____ square feet over a portion of the Grantor Property for a revised three-year period, commencing on February 7, 2025 and expiring on the earlier of Project completion or February 6, 2028, at no additional cost to the Grantee, which will replace the Existing TCE; and (ii) add a new form of Temporary Construction Easement as set forth in the attached Attachment “2-A”, which is incorporated herein by reference, and shall be executed in accordance with the Acquisition Agreement, as amended.

Now, THEREFORE, by reasons of the foregoing, which are incorporated herein by reference, effective as the date the last of the parties executes this First Amendment, the Grantor and the Grantee agree to amend the Acquisition Agreement as follows:

1. Notwithstanding anything to the contrary in the Acquisition Agreement, including but not limited to Sections _____, Grantor hereby agrees to execute a new Temporary Construction Easement for approximately _____ square feet over a portion of the Grantor Property for a revised three-year period, commencing on February 7, 2025 and expiring on February 6, 2028, in substantially the form attached as Attachment “2-A” to this First Amendment, which shall replace the Existing TCE.

2. For avoidance of doubt, this First Amendment does not change nor affect the Existing Easement that was executed by the Grantor on _____.

3. All other terms and conditions of the Acquisition Agreement remain unchanged. In the event of any conflict between the Acquisition Agreement and this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date and year set forth below.

GRANTOR:

By _____ Date _____

GRANTEE: San Bernardino County

By _____ Date _____
Terry W. Thompson, Director
Real Estate Services Department

ATTACHMENT "2-A"

FORM OF REPLACEMENT TEMPORARY CONSTRUCTION EASEMENT

(see following page)

