

AMENDMENT NO 1. TO ACQUISITION AGREEMENT

This AMENDMENT NO. 1 TO ACQUISITION AGREEMENT ("First Amendment") is made by and between [owner] ("GRANTOR") and San Bernardino County, a body corporate and politic of the State of California ("GRANTEE") each of them a "Party" and jointly the "Parties" as of the date the last of the parties executes this First Amendment ("Effective Date").

RECITALS

WHEREAS, GRANTEE and GRANTOR entered into an Acquisition Agreement and Escrow Instructions on April 11, 2024 (the "Acquisition Agreement") wherein GRANTOR granted GRANTEE a temporary construction easement over approximately [acq area sf] square feet of certain real property owned by GRANTOR (the "PROPERTY") over a portion of the PARCEL (APN [APN]), as defined in the Acquisition Agreement, on the terms and conditions set forth in the Acquisition Agreement for a term effective December 1, 2023 through the completion of GRANTEE's Little Third Street and Little Tippecanoe Road Improvement Project ("Project") but terminating no later than November 30, 2025; and

WHEREAS, on [date], in accordance with the Acquisition Agreement, GRANTOR executed a Temporary Construction Easement ("Existing TCE") granting GRANTEE certain temporary construction easement rights for the Project, as set forth in the Existing TCE, over the PROPERTY, as described in the Existing TCE, for a term from December 1, 2023 through the completion of GRANTEE's Project but terminating no later than November 30, 2025; and

WHEREAS, due to a change in the Project schedule, the GRANTEE and GRANTOR now desire to enter into this First Amendment to provide for the terms and conditions on which GRANTOR will grant a new temporary construction easement ("New TCE") over the PROPERTY for the Project for the period from December 1, 2025 through the earlier of GRANTEE's completion of the Project, as determined by GRANTEE, or twelve months thereafter or by no later than November 30, 2026 on the terms and conditions as more specifically set forth in this First Amendment, which will replace the Existing TCE, and add a new form of New TCE, as set forth in the attached Attachment "2", which is incorporated herein by reference and shall be executed in accordance with this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals, which are incorporated herein and made a part hereof, the Parties hereto agree to amend the Acquisition Agreement, effective as the date the last of the parties executes this First Amendment, as follows:

1. Add a new Just Compensation table immediately after the existing Just Compensation table in the introductory paragraph of the Acquisition Agreement as follows:

Value of New Temporary Construction Easement (sq. ft.):	=	\$0
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AMOUNT ESTABLISHED AS JUST COMPENSATION FOR NEW TCE (Rounded)	=	\$0
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2. **PARAGRAPH 2** of the Acquisition Agreement is hereby deleted in its entirety and replaced with the following:

2. GRANTEE agrees to pay GRANTOR for the New TCE over the PROPERTY for the period from December 1, 2025, through the earlier of GRANTEE's completion of the Project, as determined by GRANTEE, or twelve months thereafter or by no later than November 30, 2026, and all rights,

title, and interest thereto, the sum of \$0, which sum shall be deposited to escrow and paid to GRANTOR at close of escrow, which shall be the date that the New TCE is recorded in the Official Records of San Bernardino County.

3. **PARAGRAPH 6** of the Acquisition Agreement is hereby deleted in its entirety and replaced with the following:

6. GRANTOR agrees that the consideration stated in this First Amendment shall be the full amount of just compensation, inclusive of interest, for the acquisition of the New TCE over said PROPERTY and rights; GRANTOR agrees that the consideration recited in Paragraph 2 of this First Amendment constitutes the full amount of the Purchase Price for the New TCE over said PROPERTY and rights and shall be prorated among all persons having an interest in this property as their respective interests may appear; and GRANTOR agrees that the said consideration shall be in full satisfaction of any and all claims of GRANTOR for payment for the right of occupancy and use hereinafter provided for in paragraph 10 of this First Amendment.

4. **PARAGRAPH 10** of the Acquisition Agreement is hereby deleted in its entirety and replaced with the following:

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the PROPERTY by GRANTEE for the New TCE, including the right to remove and dispose of improvements, shall commence December 1, 2025. GRANTEE may construct improvements over, under, in, along, across, and upon the PROPERTY that are reasonably related to the purpose of the New TCE. Notwithstanding the foregoing, any such alterations or improvements made shall not interfere with GRANTOR's, or any other occupant's or invitee's, use and enjoyment of the PARCEL. In the event that any portion of the PROPERTY or PARCEL is disturbed by GRANTEE's exercise of its rights under the New TCE and/or this Acquisition Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity at the sole expense of GRANTEE. If GRANTEE shall fail to maintain or repair the PROPERTY as required by this paragraph 10, then GRANTOR shall have the right, but not the obligation, to perform said maintenance and/or repair at the sole cost and expense of GRANTEE. All costs of such repair, replacement, and/or maintenance shall be due and payable to GRANTOR by GRANTEE on demand.

5. 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.

GRANTOR:

By: _____

Print Name: _____

Date

Title: _____

GRANTEE: **San Bernardino County**

By:

Terry W. Thompson, Director,
Real Estate Services Department

Date

ATTACHMENT "4"
FORM OF NEW TCE
(see following page)

EXHIBITS A & B

LEGAL DESCRIPTION & PLAT MAP OF TEMPORARY CONSTRUCTION EASEMENT