

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 230292B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230292B is made and entered into as of this _____ day of _____, 2023, by and between **RAJA FINANCIAL CORP., A CALIFORNIA CORPORATION** (hereinafter referred to as “GRANTOR”) and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as “GRANTEE”). The GRANTOR and GRANTEE may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, GRANTOR entered into Napa County Agreement No. **230292B** with GRANTEE on January 17, 2023 (the “Agreement”), in order for the GRANTEE to purchase a Temporary Construction Easement from the GRANTOR for the Chiles Pope Valley Road Bridge over Chiles Creek Replacement Project, RDS 15-23; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR has been paid in full by GRANTEE for the Temporary Construction Easement (TCE) granted to GRANTEE; and

WHEREAS, after entering into the Agreement, the parties discovered that the TCE use period identified in Paragraph 4 of the Agreement was incorrect. The correct TCE use period, consistent with the Grant of Temporary Construction Easement that was recorded by GRANTEE as part of this transaction, is 60 months; and

WHEREAS, after entering into the Agreement, the parties recognized that Caltrans-mandated language regarding the parties’ commitment to compliance with the provisions of Title VI of The Civil Rights Act of 1964 was inadvertently omitted from the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to correct the TCE duration and introduce the inadvertently omitted Civil Rights Act commitments;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as follows:

1. Paragraph 4 of the Agreement is amended in its entirety to read in full as follows:

Temporary Construction Easement.

As noted in Paragraph 3 above, GRANTOR hereby grants to GRANTEE a TCE for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials and equipment by GRANTEE, its officers, agents, contractors and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the PROJECT for a period of sixty (60) consecutive months.

- a) In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to expiration of the original period.
- b) The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.

2. Paragraph 28 is added to the Agreement as follows:

Title VI of the Civil Rights Act of 1964.

The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

3. Except as provided in Paragraphs (1) and (2) above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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Grantor: Raja Financial Corp., a California Corporation
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-047

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE:

GRANTOR:

NAPA COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

RAJA FINANCIAL CORP., A
CALIFORNIA CORPORATION

By: _____
Belia Ramos, Chair of the Board of
Supervisors

DocuSigned by:
Carter Randall Callahan
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By: _____
Carter Randall Callahan,
President

Date: 5/5/2023

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 3, 2023</u></p> <p>PL No.: <u>90591</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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