

**AMENDMENT NO. 2**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 230262B**  
**PURCHASE AND SALE AGREEMENT**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230262B** is made and entered into as of this 27<sup>th</sup> day of August, 2025, by and between **CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017** (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. **2302626B** with GRANTEE on July 18, 2023 (the "Agreement"), in order for the GRANTEE to purchase a permanent right of way easement, a non-exclusive permanent maintenance easement and a temporary construction easement (TCE), the interests to be conveyed being referred to hereinafter as the "the Property", from the GRANTOR for the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22; and

**WHEREAS**, in accordance with the provisions set forth in the Agreement, the GRANTOR conveyed the Property for the purchase amount of \$159,000.00, GRANTEE accepted the Property, GRANTEE paid GRANTOR and GRANTEE recorded the permanent easement and TCE deeds for the Property; and

**WHEREAS**, in accordance with the provisions set forth in the Agreement, the GRANTOR executed a TCE for the period ending April 1, 2025. The apportioned amount for the TCE of the \$159,000.00 consideration was \$7,900.00; and

**WHEREAS**, the GRANTOR and GRANTEE executed Amendment 1 to extend the TCE through April 2, 2028 and the GRANTEE paid GRANTOR \$18,282.00 for such extension.

**WHEREAS**, the GRANTOR stated that there is an unreasonable amount of dust caused by the construction and requested payment for housing away from the Project, the GRANTEE is willing to pay the GRANTOR a reasonable cost to stay in a hotel or rent a house through November 1, 2025.

**WHEREAS**, by reason of the foregoing, it is now the desire of the parties hereto to amend said Agreement to include the additional allowance of a maximum of \$18,000.00 for temporary housing through November 1, 2025.

**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 2.F is amended in its entirety to read as follows:

2. **GRANTEE shall:**

- F. Pay GRANTOR the sum of **Eighteen Thousand Two Hundred Eighty -Two Dollars (\$18,282.00)** for a TCE extension through April 2, 2028.  
**(COMPLETED JUNE 24, 2025)**

2. Paragraph 2.G is added immediately following Paragraph 2.F:

2. **GRANTEE shall:**

- F. Upon receipt of documentation from GRANTOR showing actual expenses incurred for temporary housing accommodations through November 1, 2025, review and reimburse GRANTOR up to **Eighteen Thousand Dollars (\$18,000.00)**. GRANTEE shall not reimburse non-housing expenses (e.g., meals, entertainment, etc.).

3. Paragraph 3.D is amended in its entirety to read as follows:

3. **GRANTOR shall:**

- D. Submit to GRANTEE for acceptance and recordation an extended TCE deed, ~~suitable for recordation, a sample attached hereto and incorporated by reference herein as~~ Exhibit 4 conveying from GRANTOR to GRANTEE an extended TCE to the Property described in Exhibits "C" and "C-1." **(EXTENDED TCE WILL END APRIL 2, 2028)**  
**(COMPLETED JUNE 3, 2025)**

4. Paragraph 3.E is added immediately following Paragraph 3.D:

3. **GRANTOR shall:**

- E. Submit to GRANTEE for review and reimbursement receipts showing actual expenses incurred for temporary housing accommodation through November 1, 2025. GRANTOR shall not submit non-housing expenses (e.g., meals, entertainment, etc.) for reimbursement.

5. Except as provided in Paragraphs 1 through 4 above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

//

//

//

//

//

//

//

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

**GRANTEE:**

NAPA COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
CALIFORNIA

By: \_\_\_\_\_  
Anne Cottrell, Chair of the Board of  
Supervisors

**GRANTOR:**

CHRISTOPHER A. MARUSICH, TRUSTEE  
AND MICHELLE F. DEL ROSARIO,  
TRUSTEE OF THE MARUSICH FAMILY  
REVOCABLE TRUST DATED MAY 4,  
2017

By: \_\_\_\_\_  
Christopher A. Marusich, Trustee

Date: 8/27/2025

By: \_\_\_\_\_  
Michelle Del Rosario, Trustee

Date: 8/27/2025

<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>August 25, 2025</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>
--	--	--