

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 230263B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230263B is made and entered into as of this __ day of _____, 2023, by and between **TERRY J. HERLIHY, DAN J. HERLIHY, AND LISA C. CARLSON, SUCCESSOR TRUSTEES OF THE SURVIVOR'S TRUST OF THE JOHN F. HERLIHY AND MADELINE M. HERLIHY 1989 TRUST U/T/A DATED 1/4/90** (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. **230263B** with GRANTEE on February 28, 2023 (the "Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order for the GRANTEE to purchase a Maintenance Easement 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 said Agreement, the Agreement, Maintenance Easement Deed, and purchase price funds in the amount of \$4,300.00 have been submitted into an escrow account for the benefit of GRANTOR; and

WHEREAS, subsequent to entering into said Agreement, GRANTOR has requested additional funds in the amount of \$1,700.00 to cover expenses incurred due to delays in the escrow process. GRANTEE agrees to increase the total settlement purchase consideration in escrow from \$4,300.00 to \$6,000.00; and

WHEREAS, subsequent to entering into said 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 April 2023 version of this Amendment No. 1 was not signed by Mark T. Herlihy prior to his passing and is null and void;

WHEREAS, an affidavit will be recorded to show that the other three (3) GRANTOR trustees are authorized to bind the GRANTOR to this Amendment No. 1;

WHEREAS, the parties now desire to amend the Agreement to increase the payment to the GRANTOR 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 2.A of the Agreement is amended in its entirety to read in full as follows:

GRANTEE shall:

A. Prior to the close of escrow, pay the sum of **Six Thousand and No/100 Dollars (\$6,000.00)** for the Property, as improved and identified in GRANTEE'S Appraisal Summary Statement delivered separately with this Agreement and in Exhibit "B," to the following title company: First American Title Company of Napa, hereinafter referred to as "Title Company", for the account of the GRANTOR, Escrow No. T0017745-VTO, conditioned upon the Property vesting in GRANTEE free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes and all restrictions of record identified in the Preliminary Title Report relating to the Property issued by Title Company bearing the above escrow number and dated October 11, 2022, a copy of which is attached hereto as Exhibit "C" and incorporated by reference, including any updates thereof. Clearing of any title exceptions not acceptable to GRANTEE shall be the responsibility of GRANTOR. This responsibility shall include, but not be limited to, securing releases, quitclaim deeds, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the event there are any additional title exceptions in updated title reports, GRANTOR shall have the same responsibility as above to clear any title exceptions not acceptable to GRANTEE.

2. Paragraph 27 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. Section 50.3.

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 (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: Terry J. Herlihy, Dan J. Herlihy, and Lisa C. Carlson, Successor Trustees
Project Name: Dry Creek Bridge Replacement Project

APN: 027-330-017

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: _____
Belia Ramos, Chair of the Board of
Supervisors

GRANTOR:

TERRY J. HERLIHY, DAN J. HERLIHY,
AND LISA C. CARLSON, SUCCESSOR
TRUSTEES OF THE OF THE
SURVIVOR'S TRUST OF THE JOHN F.
HERLIHY AND MADELINE M.
HERLIHY 1989 TRUST U/T/A DATED
1/4/90

By: 
Terry J. Herlihy, Trustee

Date: 10-20-23

By: _____
Dan J. Herlihy, Trustee

Date: _____

By: _____
Lisa C. Carlson, Trustee

Date: _____

<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>October 9, 2023</u></p> <p>PL No.: <u>89778</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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GRANTOR: Terry J. Herlihy, Dan J. Herlihy, and Lisa C. Carlson, Successor Trustees
Project Name: Dry Creek Bridge Replacement Project

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AND LISA C. CARLSON, SUCCESSOR
TRUSTEES OF THE OF THE
SURVIVOR'S TRUST OF THE JOHN F.
HERLIHY AND MADELINE M.
HERLIHY 1989 TRUST U/T/A DATED
1/4/90

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

By: _____
Terry J. Herlihy, Trustee

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN JOAQUIN

Subscribed and sworn to (or affirmed) before me on this 20th day
of OCTOBER, 2023, by DAN J. HERLIHY

_____, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.

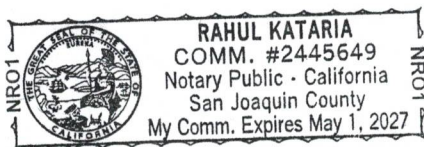
Signature Rahul Kataria (Seal)

By: Dan J. Herlihy
Dan J. Herlihy, Trustee

Date: 10/20/2023 DTM

By: _____
Lisa C. Carlson, Trustee

Date: _____



<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>October 9, 2023</u></p> <p>PL No.: <u>89778</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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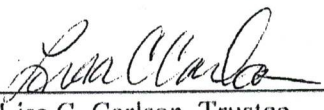
By: _____
Belia Ramos, Chair of the Board of
Supervisors

By: _____
Terry J. Herlihy, Trustee

Date: _____

By: _____
Dan J. Herlihy, Trustee

Date: _____

By: 
Lisa C. Carlson, Trustee

Date: 10/20/2023

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