

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 230262B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230262B is made and entered into as of this 17th day of June, 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, in accordance with the provisions set forth in Paragraph 5 of said Agreement, the term of the TCE may be extended by amendment to the Agreement and GRANTOR shall be compensated based on the fair market value at the time of the extension.

WHEREAS, due to restricted work period within the creek and unpredictable delays in construction, GRANTEE wishes to extend the TCE starting April 2, 2025, through April 2, 2028. GRANTEE has estimated the TCE at a current fair market value of \$10,600.00. In order to prevent construction delays, GRANTOR and GRANTEE negotiated a settlement amount of \$18,282.00. GRANTEE shall directly pay GRANTOR the \$18,282.00.

WHEREAS, by reason of the foregoing, it is now the desire of the parties hereto to amend said Agreement to include the additional payment of \$18,282.00 and the extension of the TCE to April 2, 2028.

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. is amended in its entirety to read as follows:

2. **GRANTEE shall:**

- A. Prior to the close of escrow, pay the sum of **One Hundred Fifty-Nine Thousand and No/100 Dollars (\$159,000.00)** for the Property, as improved and identified in GRANTEE'S Appraisal Summary Statement delivered separately with this Agreement and in Exhibits "A," "A-1," "B," "B-1," "C," and "C-1," 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. T0017748-006, 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 "D" 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. **(COMPLETED MARCH 14, 2024)**

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

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.

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

3. **GRANTOR shall**, prior to the payment of the amount identified in Paragraph 2.A herein:

- A. Submit to GRANTEE for acceptance and recordation a Right of Way Easement Deed suitable for recordation, a sample attached to this Agreement and incorporated by reference herein as Exhibit 1 conveying from GRANTOR to GRANTEE a permanent non-exclusive right of way easement to the Property described in Exhibits "A" and "A-1." **(COMPLETED MARCH 14, 2024)**

- B. Submit to GRANTEE for acceptance and recordation a Maintenance Easement Deed suitable for recordation, a sample attached to this Agreement and incorporated by reference herein as Exhibit 2 conveying from GRANTOR to GRANTEE a permanent non-exclusive maintenance easement to the Property described in Exhibits "B" and "B-1." **(COMPLETED MARCH 14, 2024)**

C. Submit to GRANTEE for acceptance and recordation a TCE deed, suitable for recordation, a copy attached to this Agreement and incorporated by reference herein as Exhibit 3 conveying from GRANTOR to GRANTEE a TCE to the Property described in Exhibits "C" and "C-1." **(COMPLETED MARCH 14, 2024)**

GRANTOR shall, prior to the payment of the amount identified in Paragraph 2.F herein:

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)**

4. Paragraph 6 is amended in its entirety to read as follows:

6. Temporary Construction Easements.

As noted in Paragraph 3(C) and 3 (D) above, GRANTOR hereby grants to GRANTEE TCEs 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 fifty-four (54) 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.

C. GRANTEE'S contractor shall keep GRANTOR'S driveways open at all times, except for two-to-four hour periods to allow for grading and paving. GRANTEE'S contractor shall coordinate these closures with GRANTOR to limit disruptions to GRANTOR. **(EXTENDED TCE WILL END APRIL 2, 2028)**

5. Exhibits 3 and 4 attached hereto and incorporated by reference herein are copies of the original TCE Deed (Ex. 3) which commenced on October 2, 2023, and ended on April 1, 2025 and the new TCE Deed (Ex. 4) covering the extension from April 2, 2025 to April 2, 2028.
6. Except as provided in Paragraphs 1 through 5 above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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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: _____, trustee
Christopher A. Marusich, Trustee

Date: 06/03/2025

By: _____, trustee
Michelle Del Rosario, Trustee

Date: 6/3/2025

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 2, 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>
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EXHIBIT 3**2024-0003690**

Recording Requested by:
Napa County
Department of Public Works

WHEN RECORDED MAIL TO:
Napa County
Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559-3092

Attention:
Director, Department of Public Works

Recorded		REC FEE	0.00
Official Records			
County of			
Napa			
JOHN TUTEUR			
Assessor-Recorder-Co.			
		JW	
09:34AM 14-Mar-2024		Page 1 of 15	

APN: 027-330-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

TEMPORARY CONSTRUCTION EASEMENT DEED

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

hereby GRANT(S) to

COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

A temporary construction easement (TCE), over, across, under and through the real property situated in the County of Napa, State of California, described in Exhibit "C" attached for construction and related purposes for the Dry Creek Road Bridge over Dry Creek Replacement Project (the Project). The GRANTEE's rights under this easement include, without limitation, ingress and egress to the construction site and for the use and storage of tools, machinery, materials and equipment by GRANTEE, over, across and upon the Property, together with the right of ingress to and egress from said TCE areas 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 eighteen (18) consecutive months. Said 18-month period commenced on October 2, 2023 and shall terminate on April 1, 2025. As used here, GRANTEE includes its officers, agents, contractors, and employees. The rights and obligations in this Temporary Construction Easement Deed will: (a) run with the TCE area and burden, inure to and be for the benefit of and be binding on the TCE area, GRANTOR and its successors and assigns; and (b) be binding on GRANTEE and its successors and assigns.

SEE EXHIBIT "C" and "C-1" ATTACHED HERETO AND MADE A PART HEREOF

This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

DATED: 2/9/2024

CHRISTOPHER A. MARUSICH, TRUSTEE

BY: 

Christopher A. Marusich

MICHELLE F. DEL ROSARIO, TRUSTEE

BY: 

* Michelle F. Del Rosario

PL No. 75360

*Michelle F. Del Rosario

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 NAPA

On FEBRUARY 9, 2024 before me, STEVEN L. CASTELLANO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

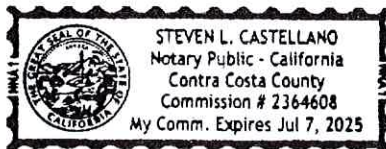
personally appeared CHRISTOPHER A. MARWICH AND
Name(s) of Signer(s)

MICHELLE F. DEL ROSARIO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____


Signer is Representing: _____

APN: 027-330-015

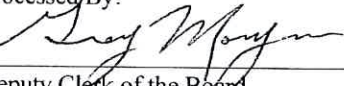
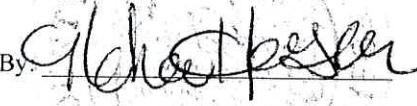
CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by that certain TEMPORARY CONSTRUCTION EASEMENT DEED dated February 9, 2024, from CHRISTOPHER A. MARUSICH and MICHELLE F. DEL ROSARIO, TRUSTEES OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on March 12, 2024, and Grantee consents to recordation thereof by its duly authorized officer.

Dated March 12, 2024


* JOELLE GALLAGHER, Chair
Board of Supervisors

*JOELLE GALLAGHER

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>March 11, 2024</u> PL No.: 75360 and 111025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>March 12, 2024</u> Processed By:  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: 
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SEAL AFFIXED

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.

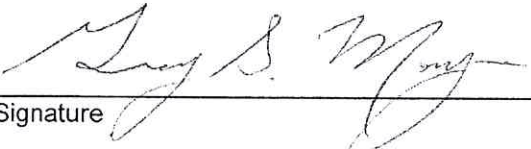
State of California

County of Napa} ss.

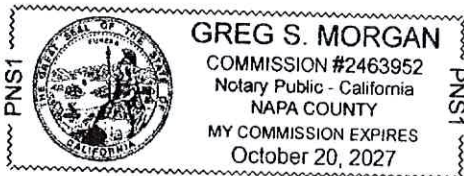
On March 12, 2024, before me, Greg S. Morgan, Notary Public, personally appeared Joelle Gallagher, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature

GREG S. MORGAN
Commission #2463952
Notary Public – California
Napa County
My Commission Expires October 20, 2027
Work Phone: 707-299-1515





June 29, 2022
BKF Job No: 20141065

EXHIBIT "C"
Temporary Construction Easement
Legal Description

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 202.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13° 51' 58" WEST, 24.96 FEET;

THENCE NORTH 83° 08' 52" WEST, 220.13 FEET;

THENCE SOUTH 59° 20' 58" WEST, 44.26 FEET;

THENCE NORTH 57° 38' 56" WEST, 84.20 FEET;

THENCE SOUTH 72° 15' 47" WEST, 112.67 FEET;

THENCE NORTH 88° 39' 12" WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH 27° 36' 30" WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF 37° 33' 30";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 24° 50' 00" EAST, 6.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 74° 56' 18" EAST, 23.14 FEET;

THENCE NORTH 09° 49' 15" EAST, 22.97 FEET;

THENCE SOUTH 80° 10' 45" EAST, 64.02 FEET;



June 29, 2022
BKF Job No: 20141065

THENCE SOUTH $56^{\circ} 02' 13''$ EAST, 57.37 FEET;

THENCE SOUTH $84^{\circ} 59' 36''$ EAST, 81.42 FEET;

THENCE SOUTH $86^{\circ} 54' 14''$ EAST, 208.41 FEET;

THENCE SOUTH $08^{\circ} 01' 40''$ WEST, 14.45 FEET;

THENCE SOUTH $81^{\circ} 58' 20''$ EAST, 20.00 FEET;

THENCE NORTH $08^{\circ} 01' 40''$ EAST, 16.18 FEET;

THENCE SOUTH $86^{\circ} 54' 14''$ EAST, 9.35 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

PARCEL 2

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH $15^{\circ} 35' 00''$ WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH $74^{\circ} 25' 00''$ WEST, 365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH A CENTRAL ANGLE of $48^{\circ} 00' 00''$;

THENCE ALONG SAID NORTHERLY LINE, NORTH $26^{\circ} 25' 00''$ WEST, 18.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH $26^{\circ} 25' 00''$ WEST, 89.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 9.46 FEET, THROUGH A CENTRAL ANGLE OF $21^{\circ} 27' 22''$;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH $36^{\circ} 52' 03''$ WEST, 39.72 FEET;

THENCE SOUTH $07^{\circ} 19' 16''$ WEST, 70.47 FEET;



June 29, 2022
BKF Job No: 20141065

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID
PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE
PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF
ANY.

A handwritten signature of Davis Thresh, consisting of a stylized, cursive script.

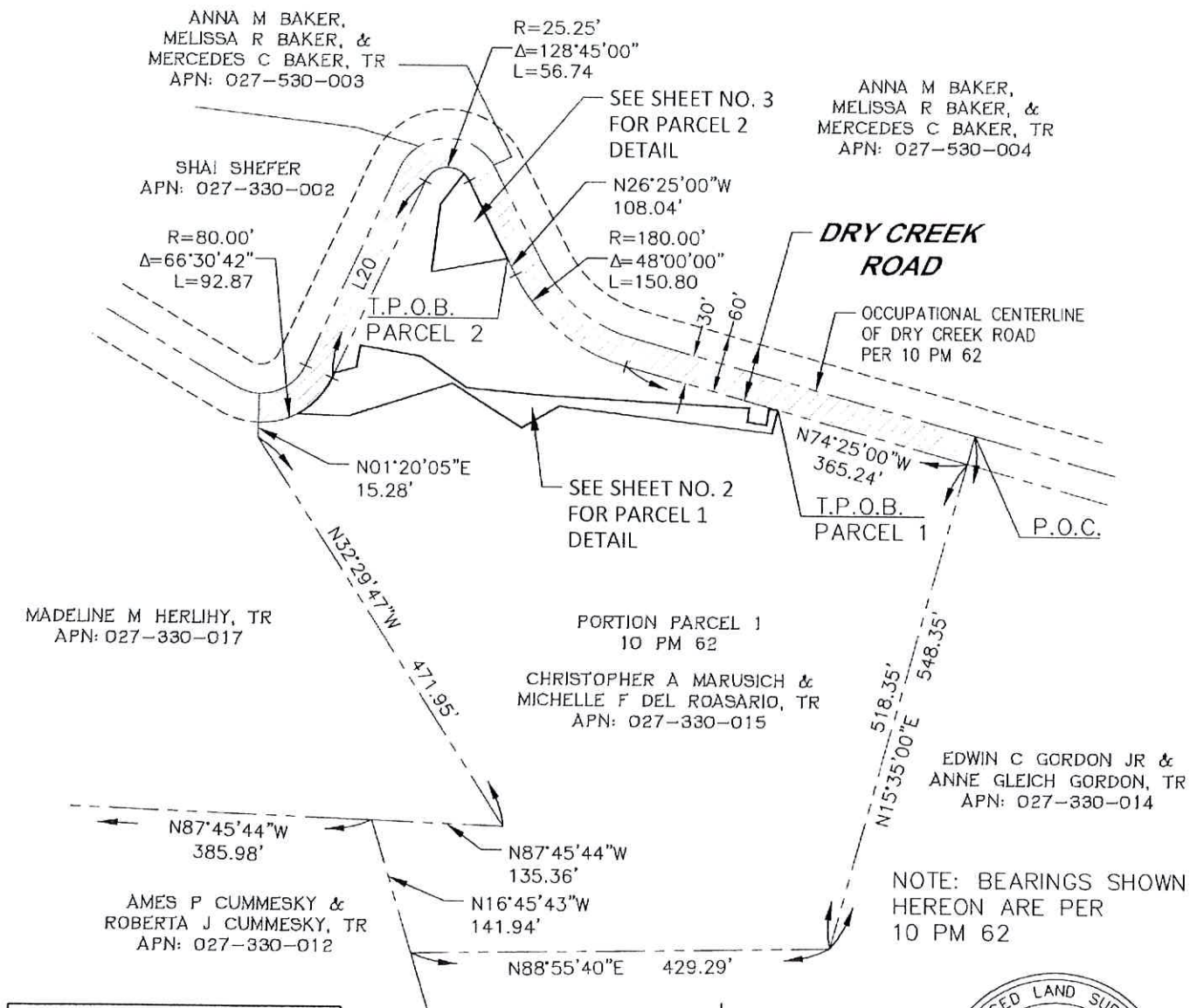
Davis Thresh, P.L.S. No. 6868

6-30-2022

Dated



EXHIBIT "C-1"

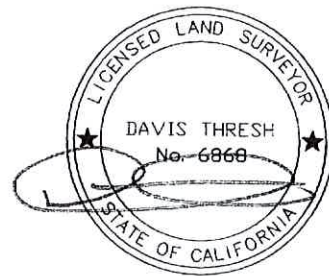
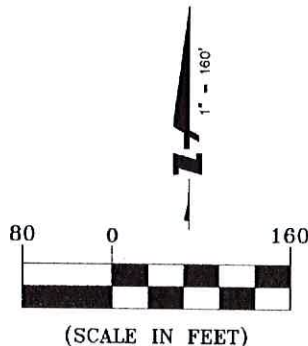


LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L20	225.33	N24°50'00"E

LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

_____ = EASEMENT LIMITS
 _____ = PROPERTY LINE
 _____ = EXISTING EASEMENT LINE
 _____ = OWNED BY NAPA COUNTY PER 1119 O.R. 391

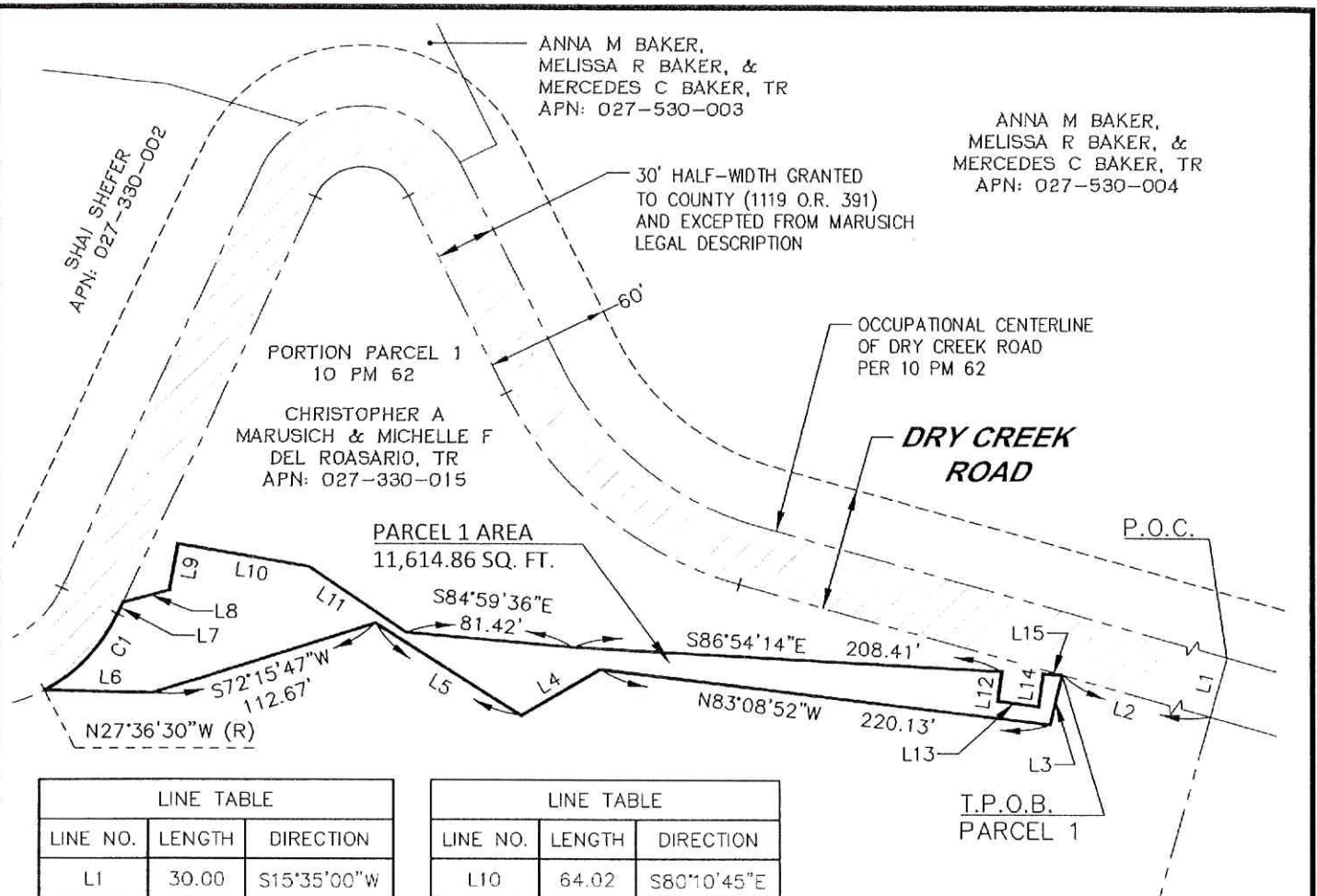


APN: 027-330-015
 6235 DRY CREEK ROAD,
 IN THE UNINCORPORATED AREA
 OF THE COUNTY OF NAPA,
 STATE OF CALIFORNIA.



4675 MACARTHUR COURT
 SUITE 400
 NEWPORT BEACH, CA 92660
 949-526-8460
 949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT
TEMPORARY CONSTRUCTION EASEMENT
 Job No. 20141065
 By IF Date 6/29/22 Chkd. NP
 SHEET 1 OF 3



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	30.00	S15°35'00"W
L2	202.24	N74°25'00"W
L3	24.96	S13°51'58"W
L4	44.26	S59°20'58"W
L5	84.20	N57°38'56"W
L6	52.59	N88°39'12"W
L7	6.12	N24°50'00"E
L8	23.14	N74°56'18"E
L9	22.97	N09°49'15"E

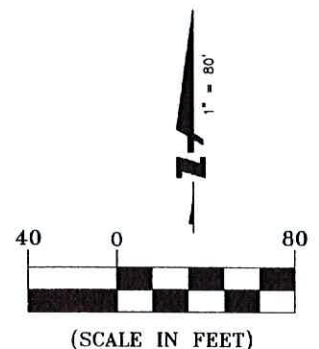
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L10	64.02	S80°10'45"E
L11	57.37	S56°02'13"E
L12	14.45	S08°01'40"W
L13	20.00	S81°58'20"E
L14	16.18	N08°01'40"E
L15	9.35	S86°54'14"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	52.44	80.00	037°33'30"

LEGEND

P.O.C. = POINT OF COMMENCEMENT
 T.P.O.B. = TRUE POINT OF BEGINNING
 (R) = RADIAL

— = EASEMENT LIMITS
 --- = PROPERTY LINE
 - - - = EXISTING EASEMENT LINE
 [Hatched Box] = OWNED BY NAPA COUNTY
 PER 1119 O.R. 391

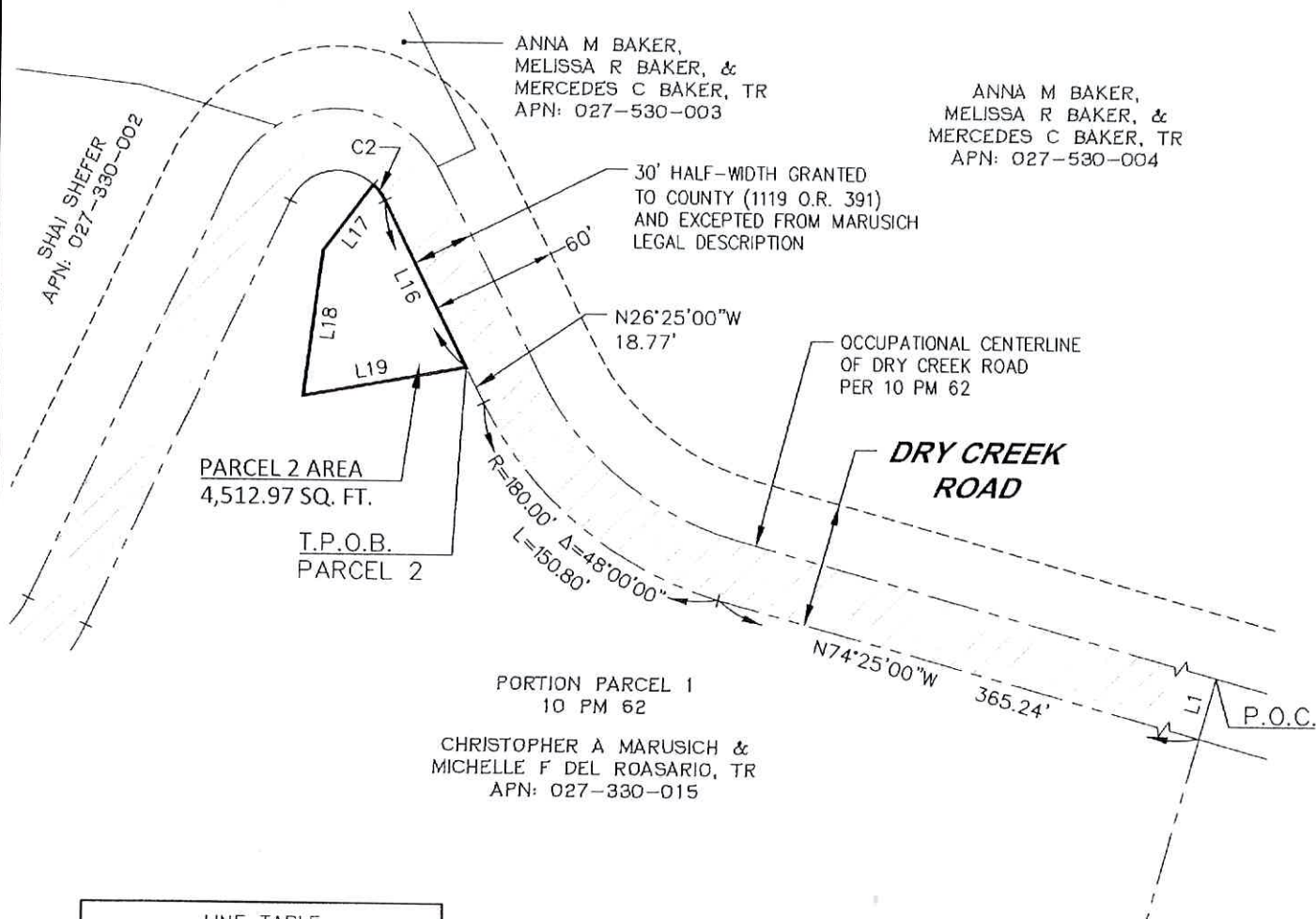


APN: 027-330-015
 6235 DRY CREEK ROAD,
 IN THE UNINCORPORATED AREA
 OF THE COUNTY OF NAPA,
 STATE OF CALIFORNIA.



4675 MACARTHUR COURT
 SUITE 400
 NEWPORT BEACH, CA 92660
 949-526-8460
 949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT
TEMPORARY CONSTRUCTION EASEMENT
 Job No. 20141065
 By TF Date 6/29/22 Chkd. NP
 SHEET 2 OF 3



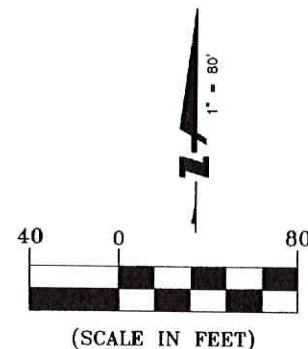
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L16	89.27	N26°25'00"W
L17	39.72	S36°52'03"W
L18	70.47	S07°19'16"W
L19	79.49	N79°41'04"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C2	9.46	25.25	021°27'22"

LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

— = EASEMENT LIMITS
— = PROPERTY LINE
- - - = EXISTING EASEMENT LINE
▨ = OWNED BY NAPA COUNTY
PER 1119 O.R. 391



APN: 027-330-015
6235 DRY CREEK ROAD,
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By TF Date 6/29/22 Chkd. NP
SHEET 3 OF 3

Consent of Lien Holder and Subordination to Easement/s

Loan # 441117591

MERS # 10003903463631281

Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, LLC ("Lien Holder"), is the current holder of a Deed of Trust dated February 9, 2021 and recorded on February 16, 2021 in Instrument No. 2021-0006516 Official Records of Napa County, California hereby consents to the grant of the foregoing Temporary Construction Easement Parcel 1 area and Parcel 2 Area by Christopher A. Marusich, Trustee and Michelle F. Del Rosario, Trustee of The Marusich Family Revocable Trust dated May 4, 2017 to Napa County, a Political Subdivision of the State of California for the property described as follows:

Attached Exhibit "A"

and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said Deed of Trust or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Easement Agreement.

SIGNED AND EXECUTED this 23rd day of February, 2024.

Mortgage Electronic Registration Systems, Inc.
(Mers) as nominee for Quicken Loans, LLC.

BY: K. Boehmer

Its: Vice President, Kathleen M. Boehmer

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	<u>Michigan</u>	SS
COUNTY OF	<u>Oakland</u>)

On February 23rd, 2024, before me, Darryl Lambert, Notary Public, personally appeared Kathleen M. Boehmer
Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Michigan that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Darryl Lambert

DARRYL LAMBERT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires October 21, 2028
Acting in the County of Oakland

My Commission Expires: 10/21/2028

This area for official notarial seal

Notary

Name: Darryl Lambert

Notary

Phone: 248-590-8109

Notary Registration

Number: N/A

County of Principal Place of

Business: Oakland

Exhibit "A"

**Temporary Construction Easement
Legal Description**

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH $15^{\circ} 35' 00''$ WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH $74^{\circ} 25' 00''$ WEST, 202.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH $13^{\circ} 51' 58''$ WEST, 24.96 FEET;

THENCE NORTH $83^{\circ} 08' 52''$ WEST, 220.13 FEET;

THENCE SOUTH $59^{\circ} 20' 58''$ WEST, 44.26 FEET;

THENCE NORTH $57^{\circ} 38' 56''$ WEST, 84.20 FEET;

THENCE SOUTH $72^{\circ} 15' 47''$ WEST, 112.67 FEET;

THENCE NORTH $88^{\circ} 39' 12''$ WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH $27^{\circ} 36' 30''$ WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ} 33' 30''$;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH $24^{\circ} 50' 00''$ EAST, 6.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH $74^{\circ} 56' 18''$ EAST, 23.14 FEET;

THENCE NORTH $09^{\circ} 49' 15''$ EAST, 22.97 FEET;

THENCE SOUTH $80^{\circ} 10' 45''$ EAST, 64.02 FEET;

THENCE SOUTH 56° 02' 13" EAST, 57.37 FEET;

THENCE SOUTH 84° 59' 36" EAST, 81.42 FEET;

THENCE SOUTH 86° 54' 14" EAST, 208.41 FEET;

THENCE SOUTH 08° 01' 40" WEST, 14.45 FEET; $-\frac{1}{1}-$

THENCE SOUTH 81° 58' 20" EAST, 20.00 FEET;

THENCE NORTH 08° 01' 40" EAST, 16.18 FEET;

THENCE SOUTH 86° 54' 14" EAST, 9.35 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

PARCEL 2

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH A CENTRAL ANGLE OF 48° 00' 00";

THENCE ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST, 18.77 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST, 89.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 9.46 FEET, THROUGH A CENTRAL ANGLE OF 21° 27' 22";

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 36° 52' 03" WEST, 39.72 FEET;

THENCE SOUTH 07° 19' 16" WEST, 70.47 FEET;

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF
ANY.



Davis Thresh, P.L.S. No. 6868

6-30-2022

Dated

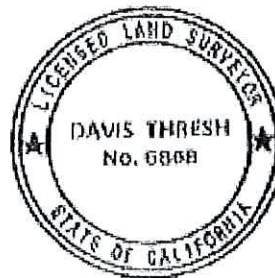


EXHIBIT 4

Recording Requested by:
Napa County
Department of Public Works

WHEN RECORDED MAIL TO:

Napa County
Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559-3092

Attention:
Director, Department of Public Works

APN: 027-330-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

TEMPORARY CONSTRUCTION EASEMENT DEED

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

hereby GRANT(S) to

COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

A temporary construction easement (TCE), over, across, under and through the real property situated in the County of Napa, State of California, described in Exhibit "C" attached for construction and related purposes for the Dry Creek Road Bridge over Dry Creek Replacement Project (the Project). The GRANTEE's rights under this easement include, without limitation, ingress and egress to the construction site and for the use and storage of tools, machinery, materials and equipment by GRANTEE, over, across and upon the Property, together with the right of ingress to and egress from said TCE areas 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 thirty-six (36) consecutive months. Said 36-month period commenced on April 2, 2025, and shall terminate on April 2, 2028. As used here, GRANTEE includes its officers, agents, contractors, and employees. The rights and obligations in this Temporary Construction Easement Deed will: (a) run with the TCE area and burden, inure to and be for the benefit of and be binding on the TCE area, GRANTOR and its successors and assigns; and (b) be binding on GRANTEE and its successors and assigns.

SEE EXHIBIT "C" and "C-1" ATTACHED HERETO AND MADE A PART HEREOF

This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

DATED: _____ **CHRISTOPHER A. MARUSICH, TRUSTEE**

BY: _____
Christopher A. Marusich

MICHELLE F. DEL ROSARIO, A TRUSTEE

BY: _____
Michelle F. Del Rosario



June 29, 2022
BKF Job No: 20141065

EXHIBIT "C"
Temporary Construction Easement
Legal Description

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 202.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13° 51' 58" WEST, 24.96 FEET;

THENCE NORTH 83° 08' 52" WEST, 220.13 FEET;

THENCE SOUTH 59° 20' 58" WEST, 44.26 FEET;

THENCE NORTH 57° 38' 56" WEST, 84.20 FEET;

THENCE SOUTH 72° 15' 47" WEST, 112.67 FEET;

THENCE NORTH 88° 39' 12" WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH 27° 36' 30" WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF 37° 33' 30";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 24° 50' 00" EAST, 6.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 74° 56' 18" EAST, 23.14 FEET;

THENCE NORTH 09° 49' 15" EAST, 22.97 FEET;

THENCE SOUTH 80° 10' 45" EAST, 64.02 FEET;



June 29, 2022
BKF Job No: 20141065

THENCE SOUTH $56^{\circ} 02' 13''$ EAST, 57.37 FEET;
THENCE SOUTH $84^{\circ} 59' 36''$ EAST, 81.42 FEET;
THENCE SOUTH $86^{\circ} 54' 14''$ EAST, 208.41 FEET;
THENCE SOUTH $08^{\circ} 01' 40''$ WEST, 14.45 FEET;
THENCE SOUTH $81^{\circ} 58' 20''$ EAST, 20.00 FEET;
THENCE NORTH $08^{\circ} 01' 40''$ EAST, 16.18 FEET;
THENCE SOUTH $86^{\circ} 54' 14''$ EAST, 9.35 FEET TO THE NORTHERLY LINE OF SAID
PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING**.
CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

PARCEL 2

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF
DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF
PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF
SAID PARCEL 1, SOUTH $15^{\circ} 35' 00''$ WEST, 30.00 FEET TO THE NORTHERLY LINE OF
SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH $74^{\circ} 25' 00''$ WEST,
365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE
NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH
A CENTRAL ANGLE of $48^{\circ} 00' 00''$;

THENCE ALONG SAID NORTHERLY LINE, NORTH $26^{\circ} 25' 00''$ WEST, 18.77 FEET TO
THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH $26^{\circ} 25' 00''$ WEST,
89.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE
SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 9.46 FEET, THROUGH A CENTRAL
ANGLE OF $21^{\circ} 27' 22''$;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH $36^{\circ} 52' 03''$ WEST, 39.72 FEET;

THENCE SOUTH $07^{\circ} 19' 16''$ WEST, 70.47 FEET;



June 29, 2022
BKF Job No: 20141065

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID
PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING.**

CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

AS SHOWN ON THE ATTACHED EXHIBIT "C-1" AND BY THIS REFERENCE MADE
PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF
ANY.

A blue ink signature of Davis Thresh, consisting of a stylized 'D' and 'T'.

Davis Thresh, P.L.S. No. 6868

6-30-2022

Dated



ANNA M BAKER,
MELISSA R BAKER, &
MERCEDES C BAKER, TR
APN: 027-530-003

SHAI SHEFER
APN: 027-330-002

R=80.00'
 $\Delta=66^{\circ}30'42''$
L=92.87

R=25.25'
 $\Delta=128^{\circ}45'00''$
L=56.74

SEE SHEET NO. 3
FOR PARCEL 2
DETAIL

N26°25'00"W
108.04'

R=180.00'
 $\Delta=48^{\circ}00'00''$
L=150.80

ANNA M BAKER,
MELISSA R BAKER, &
MERCEDES C BAKER, TR
APN: 027-530-004

**DRY CREEK
ROAD**

OCCUPATIONAL CENTERLINE
OF DRY CREEK ROAD
PER 10 PM 62

T.P.O.B.
PARCEL 2

N01°20'05"E
15.28'

SEE SHEET NO. 2
FOR PARCEL 1
DETAIL

N74°25'00"W
365.24'
T.P.O.B.
PARCEL 1

P.O.C.

MADLENE M HERLIHY, TR
APN: 027-330-017

PORTION PARCEL 1
10 PM 62

CHRISTOPHER A MARUSICH &
MICHELLE F DEL ROASARIO, TR
APN: 027-330-015

EDWIN C GORDON JR &
ANNE GLEICH GORDON, TR
APN: 027-330-014

N87°45'44"W
385.98'

AMES P CUMMESKY &
ROBERTA J CUMMESKY, TR
APN: 027-330-012

N87°45'44"W
135.36'

N16°45'43"W
141.94'

N88°55'40"E 429.29'

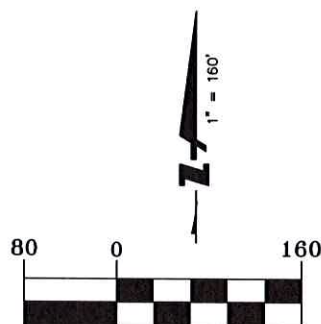
NOTE: BEARINGS SHOWN
HEREON ARE PER
10 PM 62

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L20	225.33	N24°50'00"E

LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

————— = EASEMENT LIMITS
————— = PROPERTY LINE
- - - - - = EXISTING EASEMENT LINE
▨▨▨▨▨ = OWNED BY NAPA COUNTY
PER 1119 O.R. 391



(SCALE IN FEET)

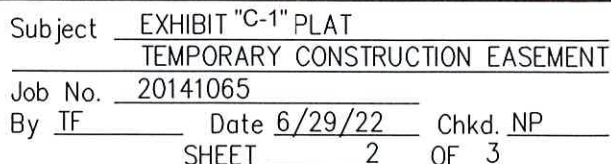


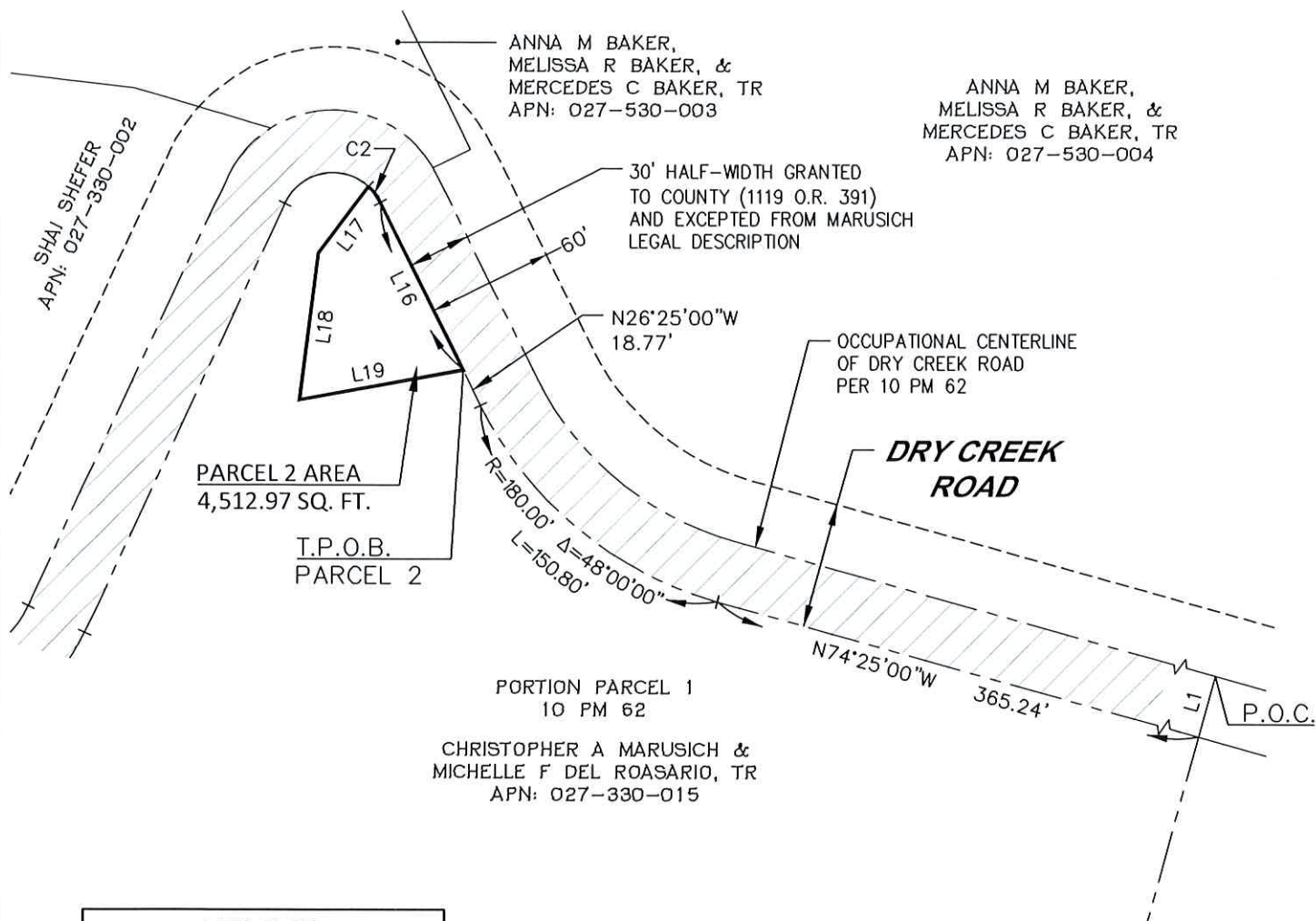
APN: 027-330-015
6235 DRY CREEK ROAD,
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By TF Date 6/29/22 Chkd. NP
SHEET 1 OF 3





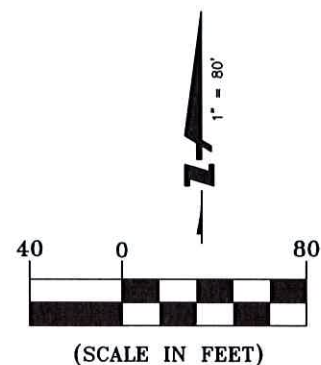
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L16	89.27	N26°25'00"W
L17	39.72	S36°52'03"W
L18	70.47	S07°19'16"W
L19	79.49	N79°41'04"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C2	9.46	25.25	021°27'22"

LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

= EASEMENT LIMITS
 = PROPERTY LINE
 = EXISTING EASEMENT LINE
 = OWNED BY NAPA COUNTY PER 1119 O.R. 391



APN: 027-330-015
6235 DRY CREEK ROAD,
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By TF Date 6/29/22 Chkd. NP
SHEET 3 OF 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

APN: 027-330-015

CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by that certain TEMPORARY CONSTRUCTION EASEMENT DEED dated _____, 2025, from CHRISTOPHER A. MARUSICH and MICHELLE F. DEL ROSARIO, Trustees, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on _____, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

Anne Cottrell, Chair

Board of Supervisors

<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 12, 2025</u></p> <p>PL No.: <u>131489</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>
--	--	--

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 _____ }

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____