

AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 230226B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230226B is made and entered into as of this ____ day of _____, 2025, by and between **ANNA M. BAKER, MELISSA R. BAKER AND MERCEDES C. BAKER, AS TRUSTEES OF THE KAREN LOUISE BAKER BYPASS TRUST U/A DATED FEBRUARY 8, 1996, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST;**

AND,

ANNA M. BAKER, AS TRUSTEE OF THE ANNA M. BAKER TRUST U/A DATED JULY 23, 2021; MELISSA R. BAKER, AS TRUSTEE OF THE MELISSA R. BAKER TRUST U/A DATED JULY 23, 2021; MERCEDES C. BAKER, AS TRUSTEE OF THE MERCEDES C. BAKER TRUST U/A DATED JULY 23, 2021, AS TO EQUAL TENANTS IN COMMON, AS TO AN UNDIVIDED 50% INTEREST (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, the Parties entered into Napa County Agreement No. **230226B** on February 28, 2023 (the “Agreement”), in order for the GRANTEE to purchase a Temporary Construction Easement (TCE) from the GRANTOR for the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22; and

WHEREAS, after entering into the Agreement, the parties executed Amendment No. 1 to the Agreement to include a Caltrans-mandated Title VI of The Civil Rights Act of 1964 clause, identified as Paragraph 26, that was inadvertently omitted from the Agreement. Amendment No. 1 was approved by the Napa County Board of Supervisors on November 28, 2023; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR executed a TCE for the period ending October 28, 2024, GRANTEE accepted the TCE, GRANTEE paid GRANTOR SIX HUNDRED DOLLARS (\$600.00), and GRANTEE recorded the TCE; 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; and

WHEREAS, due to restricted work period within the creek and unpredictable delays in construction, GRANTEE wishes to extend the TCE starting October 29, 2024, through December 31, 2026. GRANTEE has estimated the TCE at a current fair market value of \$1,000.00. GRANTEE shall directly pay GRANTOR the \$1,000; and

WHEREAS, by reason of the foregoing, it is now the desire of the parties hereto to amend

the Agreement to extend the TCE and to provide an additional payment of \$1,000.00 to GRANTOR.

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 is amended in its entirety to read as follows:

2. GRANTEE shall:

a. Pay GRANTOR the sum of **Six Hundred and No/100 Dollars (\$600.00)** for the Property, as improved and identified in GRANTEE's Appraisal Summary Statement delivered separately with this Agreement and in Exhibit C for the period ending October 28, 2024. (COMPLETED APRIL 2023).

b. Pay GRANTOR the sum of **One Thousand and No/100 Dollars (\$1,000.00)** for the Property described in 2.a, above for the period ending December 31, 2026. Said amount represents the fair market value of the extended TCE and is full and satisfactory compensation for the extended time and use of the TCE.

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

3. GRANTEE shall:

a. Prior to the payment of the amount identified in Paragraph 2.a herein, execute a TCE deed, suitable for recordation, for ingress and egress to the construction site and for the use 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 ending October 28, 2024. A sample attached hereto and incorporated by reference herein as Exhibit 1 conveying from GRANTOR to GRANTEE a TCE to the Property described in Exhibits "A" and "B" shall be submitted to GRANTEE for acceptance and recordation. (COMPLETED DECEMBER 2022)

b. Prior to the payment of the amount identified in Paragraph 2.b herein, execute an extended TCE deed, suitable for recordation, for ingress and egress to the construction site and for the use 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 ending December 31, 2026. A sample attached hereto and incorporated by reference herein as Exhibit 2 conveying from GRANTOR to GRANTEE a TCE to the Property described in Exhibits "A" and "B" shall be submitted to GRANTEE for acceptance and recordation.

3. Agreement Paragraph 5 is amended in its entirety to read as follows:

5. Right of Possession.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Property by GRANTEE 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. As used here, GRANTEE includes its officers, agents, contractors, and employees. The Agreement shall commence on the date the TCE Deed is recorded and GRANTOR is paid, and terminate on December 31, 2026. GRANTOR shall have use of the property until GRANTEE takes physical possession. 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. The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to the commencement of actual construction, first class mail, delivery deemed completed on date of mailing.

4. Exhibit 2, attached hereto, is hereby added to and incorporated into the Agreement.
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.

[Remainder of page intentionally left blank; signature page follows.]

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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:

ANNA M. BAKER, MELISSA R. BAKER
AND MERCEDES C. BAKER, AS
TRUSTEES OF THE KAREN LOUISE
BAKER BYPASS TRUST U/A DATED
FEBRUARY 8, 1996, AS TO AN
UNDIVIDED FIFTY PERCENT (50%)
INTEREST;

AND

ANNA M. BAKER, AS TRUSTEE OF THE
ANNA M. BAKER TRUST U/A DATED
JULY 23, 2021; MELISSA R. BAKER, AS
TRUSTEE OF THE MELISSA R. BAKER
TRUST U/A DATED JULY 23, 2021;
MERCEDES C. BAKER, AS TRUSTEE OF
THE MERCEDES C. BAKER TRUST U/A
DATED JULY 23, 2021, AS TO EQUAL
TENANTS IN COMMON, AS TO AN
UNDIVIDED 50% INTEREST

By: Anna M. Baker, Trustee
Anna M. Baker, Trustee

Date: Jan 23, 2025

By: Melissa R. Baker, Trustee
Melissa R. Baker, Trustee

Date: Jan. 23 2025

By: Mercedes C. Baker, Trustee
Mercedes C. Baker, Trustee

Date: 1/23/25

<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>November 12, 2024</u></p> <p>PL No.: <u>122592</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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2023-0005274

Recording Requested by:
Napa County
Department of Public Works

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

REC FEE 0.00

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

LS
01:08PM 30-Mar-2023 Page 1 of 12

Attention:
Director, Department of Public Works

APN: 027-530-003

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANNA M. BAKER, MELISSA R. BAKER AND MERCEDES C. BAKER, AS TRUSTEES OF THE KAREN LOUISE BAKER BYPASS TRUST U/A DATED FEBRUARY 8, 1996, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST;

AND

ANNA M. BAKER, AS TRUSTEE OF THE ANNA M. BAKER TRUST U/A DATED JULY 23, 2021; MELISSA R. BAKER, AS TRUSTEE OF THE MELISSA R. BAKER TRUST U/A DATED JULY 23, 2021; MERCEDES C. BAKER, AS TRUSTEE OF THE MERCEDES C. BAKER TRUST U/A DATED JULY 23, 2021, AS TO EQUAL TENANTS IN COMMON, AS TO AN UNDIVIDED 50% INTEREST 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 "A" 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. 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 "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

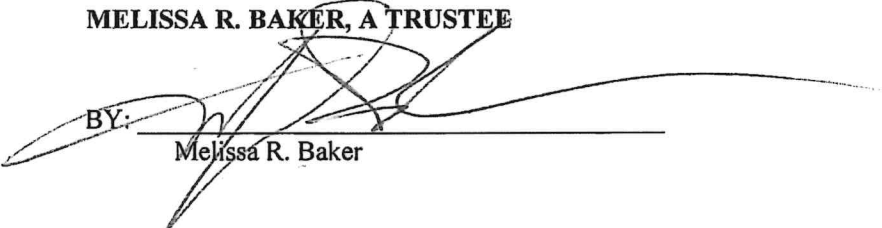
This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

DATED: 12/28/22

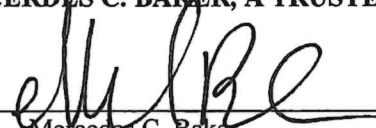
ANNA M. BAKER, A TRUSTEE

BY: 
Anna M. Baker

MELISSA R. BAKER, A TRUSTEE

BY: 
Melissa R. Baker

MERCERDES C. BAKER, A TRUSTEE

BY: 
Mercedes C. Baker

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

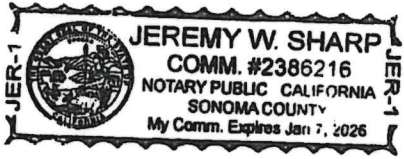
CIVIL CODE § 1189



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 W.A.P.A. }
On DECEMBER 28 2017 before me, JEREMY W SHARP NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared ANNA M BAKER
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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



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 DECEMBER 28 2012 before me, JEREMY W SHARP Notary Public
Date Here Insert Name and Title of the Officer
personally appeared MELISSA L BAKER
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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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:

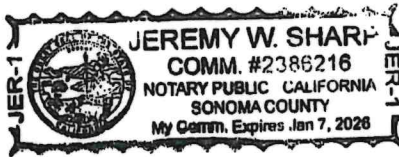
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 November 28 2022 before me, Jeremy W Sharp Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Melcedes C. Baker
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.



Place Notary Seal and/or Stamp Above

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 [Handwritten 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: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ILLEGIBLE NOTARY SEAL DECLARATION
(GC 27361.7 and CCP 2015.5)

The notary seal on the document to which this statement is attached reads as follows:

Name of Notary Jeremy W Sharp

Date Commission Expires Jan 7, 2026

County of Commission Sonoma

Commission Number # 2386216

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Today's Date Mar 30, 2023

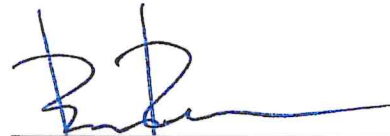
Zandra O Massari
Signature of Declarant:
Zandra O. Massari
Printed Name

APN: 027-530-003

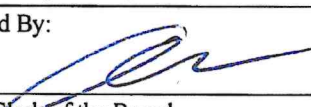

CERTIFICATE OF ACCEPTANCE

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 December 28, 2022, from ANNA M. BAKER, MELISSA R. BAKER AND MERCEDES C. BAKER, AS TRUSTEES OF THE KAREN LOUISE BAKER BYPASS TRUST U/A DATED FEBRUARY 8, 1996, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND ANNA M. BAKER, AS TRUSTEE OF THE ANNA M. BAKER TRUST U/A DATED JULY 23, 2021; MELISSA R. BAKER, AS TRUSTEE OF THE MELISSA R. BAKER TRUST U/A DATED JULY 23, 2021; MERCEDES C. BAKER, AS TRUSTEE OF THE MERCEDES C. BAKER TRUST U/A DATED JULY 23, 2021, AS TO EQUAL TENANTS IN COMMON, AS TO AN UNDIVIDED 50% INTEREST, 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 February 28, 2023, and Grantee consents to recordation thereof by its duly authorized officer.

Dated March 14, 2023



BELIA RAMOS, 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>March 14, 2023</u></p> <p>PL No.: <u>76251</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>2/28/2023</u></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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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.

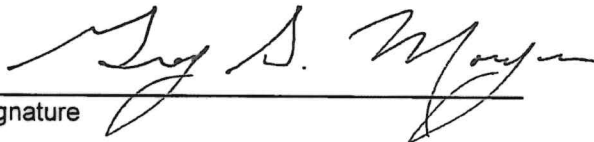
State of California

County of Napa) ss.

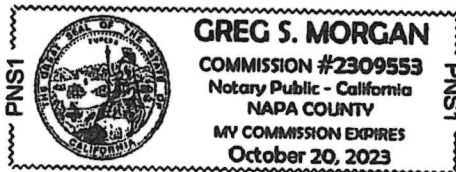
On March 14, 2023 before me, Greg S. Morgan, Notary Public, personally appeared Holly K. Dawson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and 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 #2309553
Notary Public – California
Napa County
My Commission Expires October 20, 2023
Work Phone: 707-299-1515





July 27, 2022
BKF Job No: 20141065

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 DESCRIBED IN GRANT DEED, INSTRUMENT NO. 2021-0024434, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF DRY CREEK ROAD WITH THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID PARCEL 1, SHOWN AS BEING NORTH 73° 24' 00" WEST, 67.28 FEET, DESCRIBED IN SAID GRANT DEED, INSTRUMENT NO. 2021-0024434;

THENCE LEAVING SAID CENTERLINE OF DRY CREEK ROAD, WESTERLY ALONG THE AFOREMENTION COURSE AND TO THE NORTHERLY LINE OF DRY CREEK ROAD, DESCRIBED AS 60.00 FEET WIDE IN ROAD DISTRICT NO. 5, PETITION NO. 124, FILED JANUARY 18, 1875, IN SAID COUNTY, NORTH 73° 24' 00" WEST, 35.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHERLY LINE OF DRY CREEK ROAD AND CONTINUING ALONG THE AFOREMENTIONED COURSE NORTH 73° 24' 00" WEST, 31.90 FEET;

THENCE FOLLOWING ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 83° 15' 00" WEST, 75.57 FEET;

THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1, NORTH 06° 45' 00" EAST, 24.39 FEET;

THENCE SOUTH 88° 20' 17" EAST, 76.64 FEET;

THENCE SOUTH 73° 30' 44" EAST, 49.90 FEET;

THENCE NORTH 47° 34' 10" EAST, 64.28 FEET;

THENCE SOUTH 63° 14' 19" EAST, 24.07 FEET TO THE EASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID EASTERLY LINE, SOUTH 26° 25' 00" EAST, 50.94 FEET TO SAID NORTHERLY LINE OF DRY CREEK ROAD, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 85.25 FEET, AND A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEING NORTH 35° 33' 10" EAST;

THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 124.90 FEET, THROUGH A CENTRAL ANGLE OF 83° 56' 28" TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 5,652.04 SQUARE FEET (0.130 ACRES).

200 4th St
Suite 300
Santa Rosa
California 95401
phone 707.583.8500
fax 707.583.8539
www.bkf.com



July 21, 2022
BKF Job No: 20141065

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

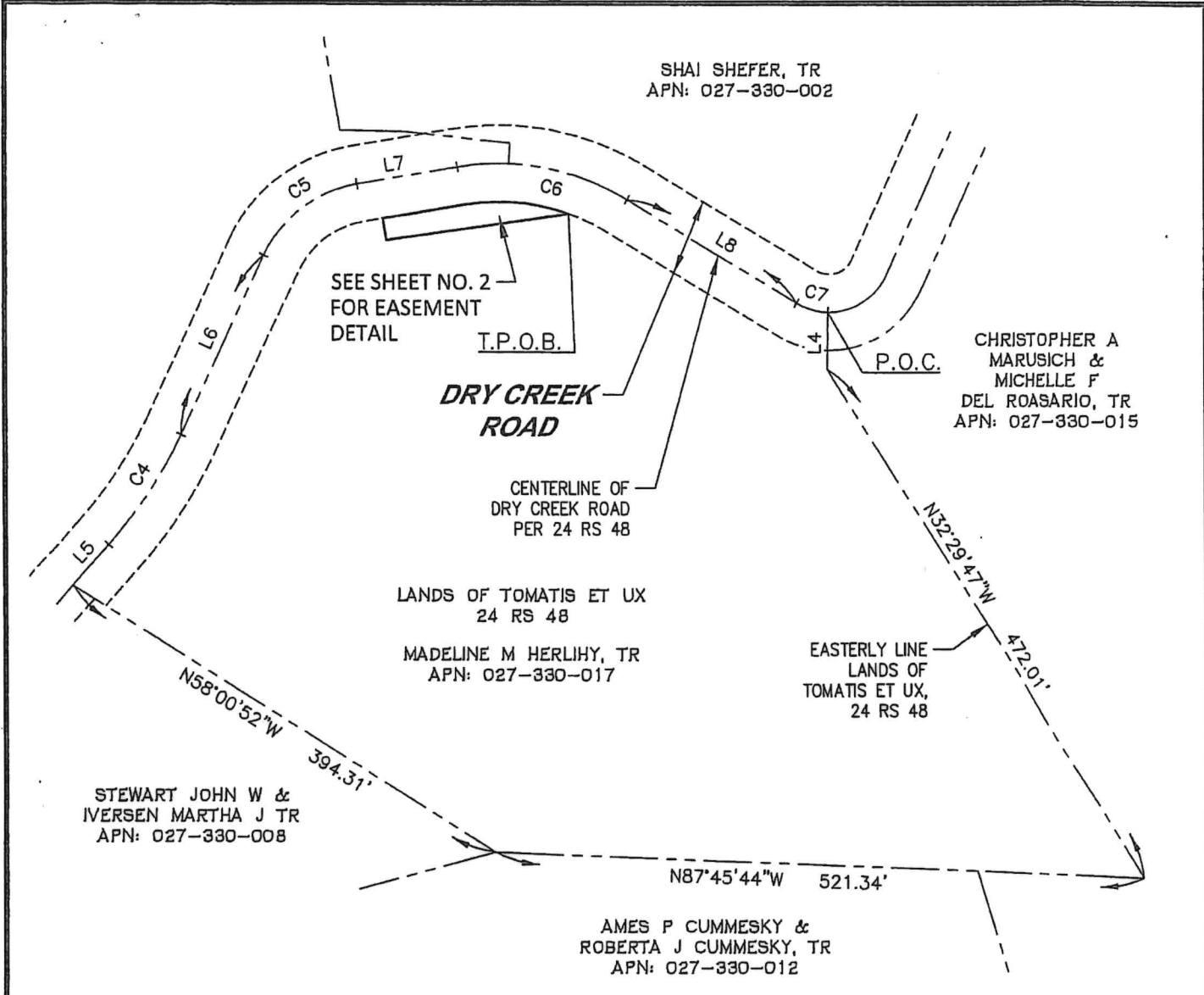
A handwritten signature in blue ink, appearing to read 'Davis Thresh', enclosed within a blue oval scribble.

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

7. 21. 2022

Dated





SEE SHEET NO. 2
FOR EASEMENT
DETAIL

**DRY CREEK
ROAD**

CENTERLINE OF
DRY CREEK ROAD
PER 24 RS 48

LANDS OF TOMATIS ET UX
24 RS 48

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

STEWART JOHN W &
IVERSEN MARTHA J TR
APN: 027-330-008

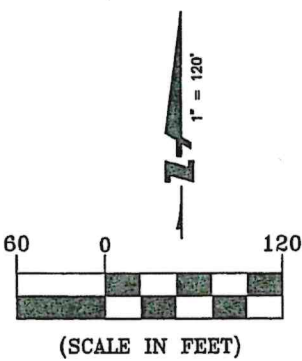
CHRISTOPHER A
MARUSICH &
MICHELLE F
DEL ROASARIO, TR
APN: 027-330-015

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

SEE SHEET NO. 2 FOR
LINE AND CURVE DATA.

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



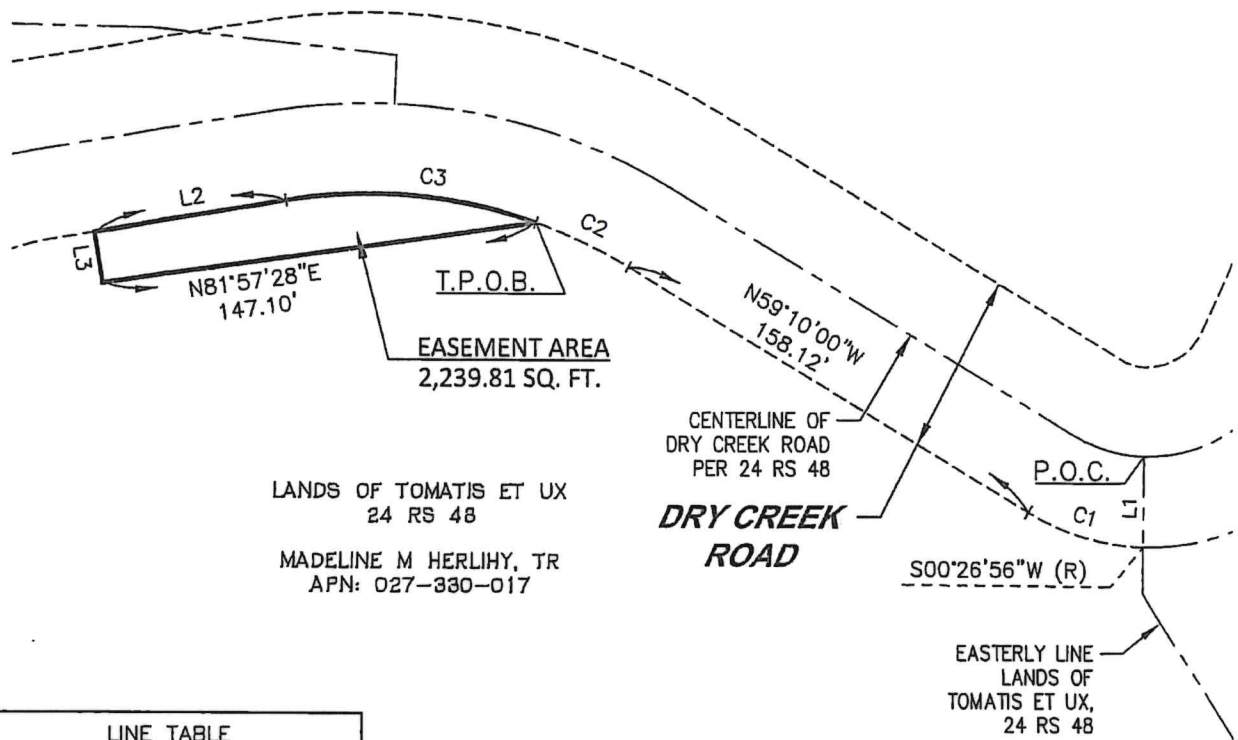
APN: 027-330-017
6245 DRY CREEK ROAD
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



200 4TH STREET
SUITE 300
SANTA ROSA, CA 95401
707-583-8500
707-583-8539 (FAX)

Subject EXHIBIT "B" PLAT
MAINTENANCE EASEMENT
Job No. 20141065
By TF Date 6/23/22 Chkd. NP
SHEET 1 OF 2

SHAI SHEFER, TR
 APN: 027-330-002



LANDS OF TOMATIS ET UX
 24 RS 48

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

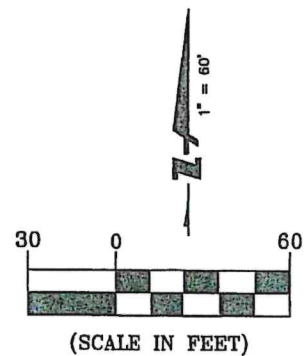
DRY CREEK ROAD

S00°26'56"W (R)

EASTERLY LINE
 LANDS OF
 TOMATIS ET UX,
 24 RS 48

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	30.00	S00°56'53"W
L2	65.10	S80°25'00"W
L3	17.06	S09°20'26"E
L4	45.30	N00°56'53"E
L5	42.42	N42°11'00"E
L6	155.31	N25°10'00"E
L7	81.05	N80°25'00"E
L8	158.12	N59°10'00"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	42.23	80.00	030°14'31"
C2	34.50	170.00	011°37'39"
C3	85.42	170.00	028°47'21"
C4	103.95	350.00	017°01'00"
C5	96.43	100.00	055°15'00"
C6	141.08	200.00	040°25'00"
C7	26.52	50.00	030°23'04"



LEGEND

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

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

APN: 027-330-017
 6245 DRY CREEK ROAD
 IN THE UNINCORPORATED AREA
 OF THE COUNTY OF NAPA,
 STATE OF CALIFORNIA.



200 4TH STREET
 SUITE 300
 SANTA ROSA, CA 95401
 707-583-8500
 707-583-8539 (FAX)

Subject EXHIBIT "B" PLAT
MAINTENANCE EASEMENT
 Job No. 20141065
 By IF Date 7/21/22 Chkd. NP
 SHEET 2 OF 2

EXHIBIT 2

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: 027-530-003

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANNA M. BAKER, MELISSA R. BAKER AND MERCEDES C. BAKER, AS TRUSTEES OF THE KAREN LOUISE BAKER BYPASS TRUST U/A DATED FEBRUARY 8, 1996, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST;

AND

ANNA M. BAKER, AS TRUSTEE OF THE ANNA M. BAKER TRUST U/A DATED JULY 23, 2021; MELISSA R. BAKER, AS TRUSTEE OF THE MELISSA R. BAKER TRUST U/A DATED JULY 23, 2021; MERCEDES C. BAKER, AS TRUSTEE OF THE MERCEDES C. BAKER TRUST U/A DATED JULY 23, 2021, AS TO EQUAL TENANTS IN COMMON, AS TO AN UNDIVIDED 50% INTEREST 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 "A" 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 twenty-six (26) months and three (3) days, commencing on October 29, 2024, with a termination date of December 31, 2026. 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 "A" and "B" 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: _____

ANNA M. BAKER, A TRUSTEE

BY: _____
Anna M. Baker

MELISSA R. BAKER, A TRUSTEE

BY: _____
Melissa R. Baker

MERCEDES C. BAKER, A TRUSTEE

BY: _____
Mercedes C. Baker

EXHIBITS A & B



July 27, 2022
BKF Job No: 20141065

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 DESCRIBED IN GRANT DEED, INSTRUMENT NO. 2021-0024434, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF DRY CREEK ROAD WITH THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID PARCEL 1, SHOWN AS BEING NORTH 73° 24' 00" WEST, 67.28 FEET, DESCRIBED IN SAID GRANT DEED, INSTRUMENT NO. 2021-0024434;

THENCE LEAVING SAID CENTERLINE OF DRY CREEK ROAD, WESTERLY ALONG THE AFOREMENTION COURSE AND TO THE NORTHERLY LINE OF DRY CREEK ROAD, DESCRIBED AS 60.00 FEET WIDE IN ROAD DISTRICT NO. 5, PETITION NO. 124, FILED JANUARY 18, 1875, IN SAID COUNTY, NORTH 73° 24' 00" WEST, 35.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHERLY LINE OF DRY CREEK ROAD AND CONTINUING ALONG THE AFOREMENTIONED COURSE NORTH 73° 24' 00" WEST, 31.90 FEET;

THENCE FOLLOWING ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 83° 15' 00" WEST, 75.57 FEET;

THENCE LEAVING THE SOUTHERLY LINE OF PARCEL 1, NORTH 06° 45' 00" EAST, 24.39 FEET;

THENCE SOUTH 88° 20' 17" EAST, 76.64 FEET;

THENCE SOUTH 73° 30' 44" EAST, 49.90 FEET;

THENCE NORTH 47° 34' 10" EAST, 64.28 FEET;

THENCE SOUTH 63° 14' 19" EAST, 24.07 FEET TO THE EASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID EASTERLY LINE, SOUTH 26° 25' 00" EAST, 50.94 FEET TO SAID NORTHERLY LINE OF DRY CREEK ROAD, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 85.25 FEET, AND A RADIAL LINE TO THE BEGINNING OF SAID CURVE BEING NORTH 35° 33' 10" EAST;

THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 124.90 FEET, THROUGH A CENTRAL ANGLE OF 83° 56' 28" TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 5,652.04 SQUARE FEET (0.130 ACRES).



July 27, 2022
BKF Job No: 20141065

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 blue ink handwritten signature, appearing to be "Davis Thresh", is written over a horizontal line.

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

7.27.2022

Dated



N90°00'00"W 1374.41'

PARCEL 1
INST. NO. 20210024434

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

1482.78'
N00°00'00"E

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

ROBERT F
CLARK JR &
PAMELA G
CLARK, TR
APN:
027-530-005

SEE SHEET NO. 2
FOR EASEMENT
DETAIL
T.P.O.B.

SHAI SHEFER
APN:
027-330-002

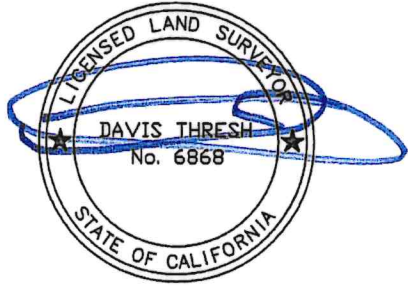
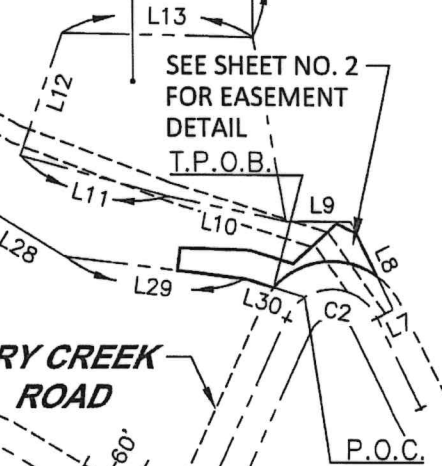
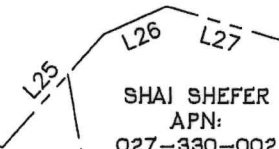
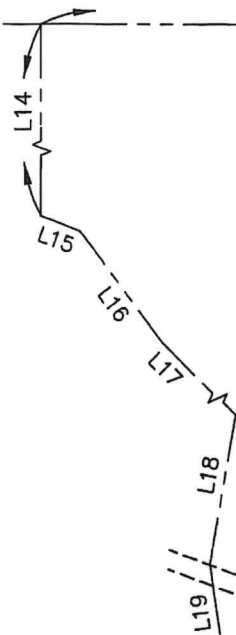
CHRISTOPHER A
MARUSICH &
MICHELLE F
DEL ROASARIO, TR
APN: 027-330-015

PORTION PARCEL 1
10 PM 62

20' WIDE
ACCESS ROAD
EASEMENT PER
1011 O.R. 60

CENTERLINE OF
DRY CREEK ROAD

**DRY CREEK
ROAD**

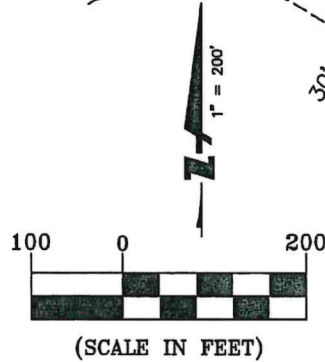


SEE SHEET NO. 3 FOR
BOUNDARY LINE AND
CURVE DATA.

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

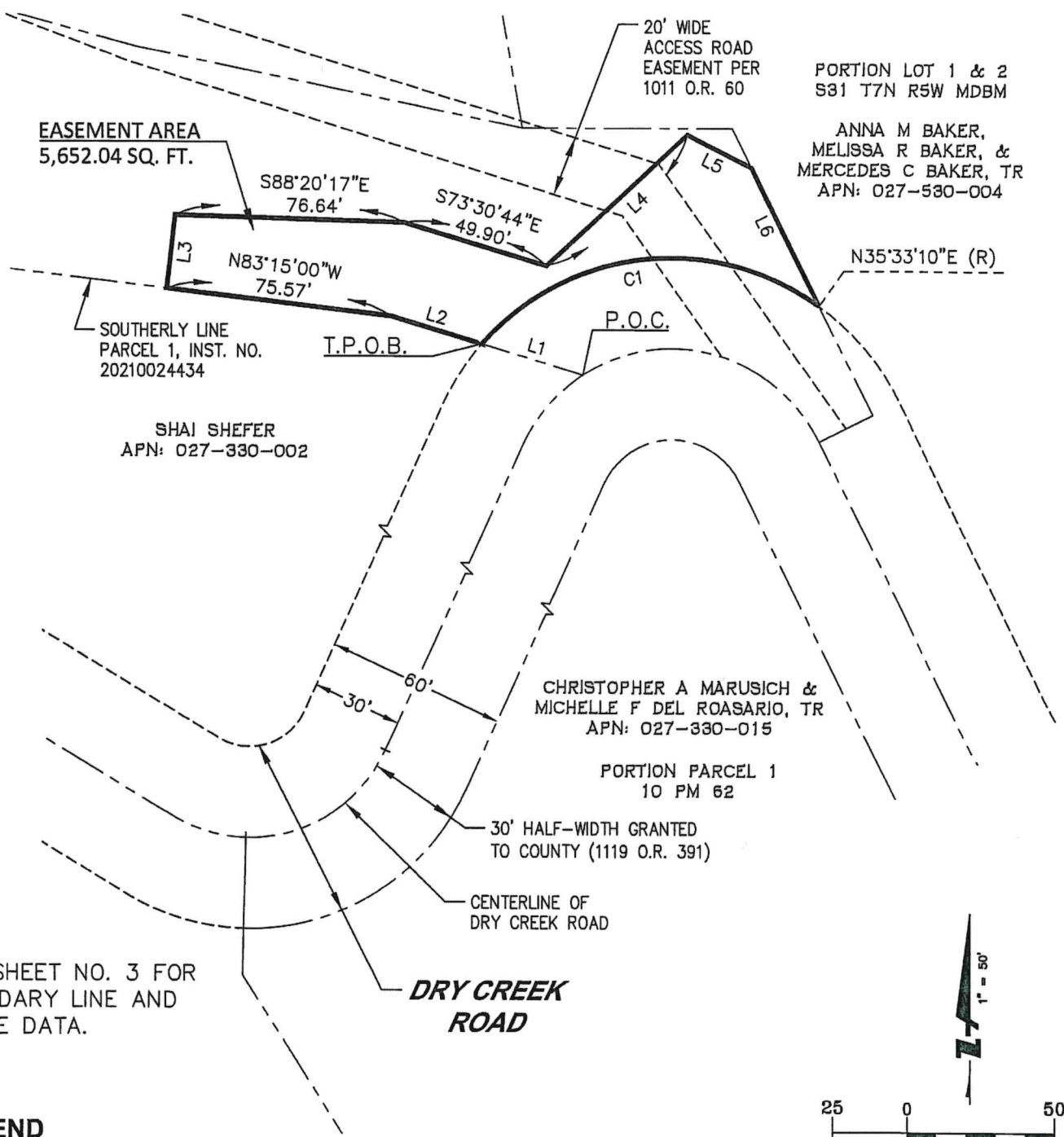


APN: 027-530-003
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



200 4TH STREET
SUITE 300
SANTA ROSA, CA 95401
707-583-8500
707-583-8539 (FAX)

Subject EXHIBIT "B" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By TF Date 7/27/22 Chkd. NP
SHEET 1 OF 3



PORTION LOT 1 & 2
S91 T7N R5W MDBM

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

EASEMENT AREA
5,652.04 SQ. FT.

SOUTHERLY LINE
PARCEL 1, INST. NO.
20210024434

SHAI SHEFER
APN: 027-330-002

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

PORTION PARCEL 1
10 PM 62

30' HALF-WIDTH GRANTED
TO COUNTY (1119 O.R. 391)



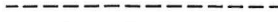

CENTERLINE OF
DRY CREEK ROAD

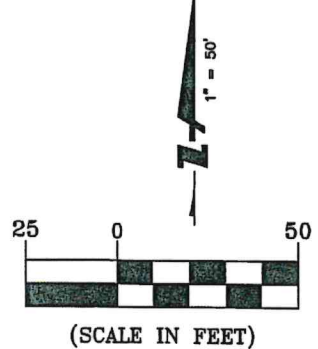
**DRY CREEK
ROAD**

SEE SHEET NO. 3 FOR
BOUNDARY LINE AND
CURVE DATA.

LEGEND

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

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



APN: 027-530-003
IN THE UNINCORPORATED AREA
OF THE COUNTY OF NAPA,
STATE OF CALIFORNIA.



200 4TH STREET
SUITE 300
SANTA ROSA, CA 95401
707-583-8500
707-583-8539 (FAX)

Subject EXHIBIT "B" PLAT
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20141065
By TF Date 7/27/22 Chkd. NP
SHEET 2 OF 3

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	35.38	N73°24'00"W
L2	31.90	N73°24'00"W
L3	24.39	N06°45'00"E
L4	64.28	N47°34'10"E
L5	24.07	S63°14'19"E
L6	50.94	S26°25'00"E
L7	20.00	N63°35'00"E
L8	105.42	N26°25'00"W
L9	70.55	N90°00'00"W
L10	132.00	N78°30'00"W
L11	168.00	N75°00'00"W
L12	140.00	N19°15'00"E
L13	210.00	N88°45'00"W
L14	802.76	N00°00'00"E
L15	45.24	N69°13'00"W

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L16	150.00	N36°45'00"W
L17	285.00	N45°00'00"W
L18	163.00	N10°00'00"E
L19	102.58	N07°54'00"W
L20	155.85	N67°26'00"W
L21	94.00	N51°30'00"W
L22	104.00	N27°15'00"W
L23	125.74	N23°01'00"W
L24	153.00	N69°15'00"W
L25	165.00	N42°30'00"E
L26	75.00	N66°15'00"E
L27	132.60	N73°47'00"W
L28	97.00	N58°45'00"W
L29	200.00	N83°15'00"W
L30	67.28	N73°24'00"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	124.90	85.25	083°56'28"
C2	92.79	55.25	096°13'14"



200 4TH STREET
 SUITE 300
 SANTA ROSA, CA 95401
 707-583-8500
 707-583-8539 (FAX)

Subject EXHIBIT "B" PLAT
TEMPORARY CONSTRUCTION EASEMENT
 Job No. 20141065
 By IF Date 7/27/22 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: _____

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 ANNA M. BAKER, MELISSA R. BAKER, AND MERCEDES C. BAKER, AS TRUSTEES OF THE KAREN LOUISE BAKER BYPASS TRUST U/A DATED FEBRUARY 8, 1996, AS TO AN UNDIVIDED FIFTY PERCENT (50%) INTEREST; AND ANNA M. BAKER, AS TRUSTEE OF THE ANNA M. BAKER TRUST U/A DATED JULY 23, 2021; MELISSA R. BAKER, AS TRUSTEE OF THE MELISSA R. BAKER TRUST U/A DATED JULY 23, 2021; MERCEDES C. BAKER, AS TRUSTEE OF THE MERCEDES C. BAKER TRUST U/A DATED JULY 23, 2021, AS TO EQUAL TENANTS IN COMMON, AS TO AN UNDIVIDED 50% INTEREST 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 _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
 ANNE COTTRELL, Chair of the
 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>November 8, 2024</u></p> <p>PL No.: 122598</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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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: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____