

**AMENDMENT NO. 1 TO NAPA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT AGREEMENT NO. 270026B (Formerly 324 (FC))  
CITY OF NAPA AGREEMENT NO. 9659**

**(Agreement for Realignment of Lawrence Street)**

This Amendment No. 1 (“**Amendment**”) is entered into between the City of Napa, a municipal corporation (“**City**”), and the Napa County Flood Control and Water Conservation District, a Special District of the State of California (“**District**”) effective as of the date last signed by the City, which is identified on the signature page as the “**Effective Date.**”

**RECITALS**

- A. City and District entered into the Agreement for Realignment of Lawrence Street dated April 15, 2008, (Napa County Flood Control and Water Conservation District Agreement No. 270026B (Formerly 324 (FC)) / City Agreement No. 9659) (“**Agreement**”).
- B. Section 2.C of the Agreement required City to convey in fee the bridge abutment parcel (portion of APN 003-177-001) to District. That conveyance was completed by Grant Deed recorded February 25, 2014, as Document No. 2014-0003645, Napa County Official Records. The Section 2.C obligation is fully satisfied.
- C. The parties desire to memorialize this completed performance, remove the Section 2.C deed from the escrow deliverables and authorize all further recordation of the deeds related to this agreement outside the use of escrow.

**AMENDMENT**

1. SECTION 2.C SATISFIED. The City’s obligation under Section 2.C is deemed fully performed as of February 25, 2014. No further conveyance is required.
2. SECTION 8.A DELIVERIES BY CITY — AMENDED. Item 3 of Section 8.A (grant deed for property identified as 2.C on Appendix B) is deemed fully satisfied.
3. MEANS OF PROPERTY TRANSFERS: CITY and DISTRICT shall mutually determine the necessity and reasonableness of opening escrow for any or all of the remaining obligations set forth in Sections 2 and 3. If it is mutually determined that escrow is not necessary for the transfer of any or all properties, District shall procure the signatures and record the Deed(s). If it is mutually determined that any or all properties should be processed through escrow, District and City will execute the opening and closing of escrow as set forth in Sections 7 and 8. CITY delegates the authority to act under this paragraph to its City Manager and DISTRICT delegates the same to its District Manager/District Engineer.
4. REMAINING OBLIGATIONS. All other terms of the Agreement remain in full force and effect. The parties confirm their intent to diligently complete all remaining, unperformed obligations under Sections 2 and 3.

5. SIGNATURES; ELECTRONIC SIGNATURES; MISCELLANEOUS. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of District and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code section 1633.1 et seq. and California Government Code section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control. Except as expressly modified herein, all terms of the Agreement remain in full force and effect. The foregoing Recitals are true and correct and are incorporated herein by this reference. All undefined capitalized terms used herein shall have the same meaning as the capital terms set forth in the Agreement.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

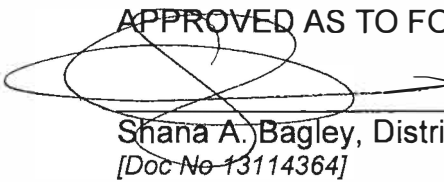
IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,  
a Special District of the State of California**

By: \_\_\_\_\_  
SCOTT SEDGLEY, Chairperson  
District Board of Directors

ATTEST: \_\_\_\_\_  
Neha Hoskins, District Secretary

APPROVED AS TO FORM:

 04/29/2020  
Shana A. Bagley, District Counsel  
[Doc No 13114364]

**CITY OF NAPA, a municipal corporation**

By: \_\_\_\_\_  
STEVE POTTER, City Manager

Effective Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Erika Leahy, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher Diaz, Interim City Attorney