

RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Resolution to Accept Irrevocable Offer of Dedication Assessor's Parcel Number 317-285-019-000

WHEREAS, Sections 7050 and 66477.1 of the California Government Code establishes a process for a property owner to make an irrevocable offer of dedication of real property to a city or county for any public purpose, including streets, highways, drainage, or public utility purposes; and

WHEREAS, an offer for dedication is irrevocable once made and the County may accept all, or a portion of, that offer at any time; and

WHEREAS, on April 11, 2025, Greenstone Country Owners Association executed an Irrevocable Offer of Dedication ("Offer") to the County of El Dorado for slope and drainage easement, public utilities easement, and temporary construction easements located along the proposed Green Valley Road at Indian Creek and Mound Springs Creek – Bridge Replacement Project (the "Project"), Attachment 1 hereto; and

WHEREAS, on May 13, 2025, the County of El Dorado Board of Supervisors signed the Consent to Making of an Irrevocable Offer of Dedication; and

WHEREAS, per Paragraph 1 of the Offer, plat and legal descriptions have been prepared by the County attached hereto as Exhibits A, B, A1, B1, A2, B2, A3, and B3 to represent the final areas to be dedicated to and accepted by the County in slope and drainage easement, public utilities easement, and temporary construction easements; and

WHEREAS, the total areas are not greater than that which was granted in said Offer; and

WHEREAS, the County of El Dorado Board of Supervisors has determined that it is in the public's best interest to accept said Offer at this time.

NOW, THEREFORE, BE IT RESOLVED, that the County of El Dorado Board of Supervisors does hereby accept the Irrevocable Offer of Dedication with its final plat and legal descriptions attached hereto and further consents to the recordation of this Resolution and Certificate of Acceptance.

•	oard of Supervisors of the County of El Dorado at a regular meeting of said , 20 , by the following vote of said Board:
unj e1	, 20, ey une reme n'ing veue er eure 2 eurei.
	Ayes:
Attest:	Noes:
Kim Dawson	Absent:
Clerk of the Board of Supervisors	
By:	
Deputy Clerk	Chair, Board of Supervisors

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

County of El Dorado Board of Supervisors 330 Fair Lane Placerville, CA 95667

GREENSTONE COUNTRY OWNERS ASSN APN# 317-285-019 #36105014 - GREEN VALLY ROAD AT INDIAN CREEK - BRIDGE REPLACEMENT

Above section for Recorder's use only

CONSENT TO THE MAKING OF AN IRREVOCABLE OFFER OF DEDICATION

Pursuant to California Government Code section 7050, the County of El Dorado hereby consents to the making of the attached Irrevocable Offer of Dedication dated April 11, 2025 from GREENSTONE COUNTRY OWNERS ASSOCIATION (Grantor), to the County of El Dorado, a political subdivision of the State of California (Grantee) and to the recordation thereof by its duly authorized officer.

APN: <u>317-285-019</u>	
Dated this day of	, 20
	COUNTY OF EL DORADO
By:	George Turnboo, Chair Board of Supervisors
Kim Dawson Clerk of the Board of Supervisors	
By: Deputy Clerk	

Irrevocable Offer of Dedication

This Irrevocable Offer of Dedication, dated for reference purposes April 11, 2025, is made by **Greenstone Country Owners Association** ("Landowner"), the owner in fee of that certain real property located in El Dorado County, California, commonly known as Assessor's Parcel Number 317-285-019-000, CA, and more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by this reference.

Recitals

Whereas, the County of El Dorado ("County") is seeking certainty in the ability to acquire the necessary slope and drainage easement, public utilities easement, and temporary construction easement through the Property in accordance with the proposed plans and Landowner is willing to provide such assurance through this Irrevocable Offer of Dedication ("Offer"); and

Whereas, Landowner understands and agrees that it is in Landowner's best interest that the road be reconfigured providing a safer traveled route and based on such consideration, Landowner is willing to convey the portion of the Property associated with this Irrevocable Offer of Dedication to County without charge.

Landowner understands that this dedication to the County for the purpose of construction herein does not in any way prevent the County from imposing conditions of approval inclusive of additional dedication necessary to mitigate impacts in conjunction with the future development of Landowner's Property or any adjoining property.

Now therefore, in consideration of the foregoing facts, Landowner declares as follows:

- 1. We, **Greenstone Country Owners Association**, Landowner, do hereby make this Irrevocable Offer of Dedication to the County of El Dorado, a political subdivision of the State of California, of that property, in slope and drainage easement, public utilities easement, and temporary construction easement, as depicted in Exhibit "B," attached hereto and incorporated by this reference. Landowner hereby acknowledges and agrees that the precise alignment determined by the County may change upon completion of the design and engineering of the road within the project scope, provided however, the final right of way area and all associated easements shall not be more than that depicted in Exhibits 'B,' 'B1,' and 'B2;'
- 2. The County shall incur no liability with respect to this offer of dedication and shall not assume any responsibility for the offered property or any improvements to the property, until the Offer has been accepted by appropriate action by the Board of Supervisors. The County may accept the Irrevocable Offer of Dedication made herein at such time when the Board determines it is appropriate; and

- 3. Landowner, having initiated this Offer, have been informed of the right to compensation for the Property and have also been informed of Landowner's right to have an appraisal made of said property along with an offer of just compensation. Landowner, for itself and its successors and assigns, hereby waives any right to compensation for the conveyance of property as described in Exhibit "B," and any and all claims for damage to Landowner's remaining property contiguous to the right way of way conveyed by reason of the location, construction, landscaping, or maintenance of the project; and
- 4. Landowner shall cooperate with the County and will execute any subsequent agreements or documents that may be necessary to effectuate this Irrevocable Offer of Dedication and its acceptance of the County; and

5. Required Federal Habendum Clause

County will use federal funds for the above acquisition of real property connected to the Green Valley Road at Indian Creek and Mound Springs Creek Bridge Replacement Project, CIP #36105014 and #36105015 (Project). County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement. This acquisition is thus subject to the following Standard Title VI Assurances and Non-Discrimination Provisions:

TO HAVE AND TO HOLD said lands and interests therein unto County and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on County, its successors and assigns.

The County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

- A. No person will on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- B. County will use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

County and shall inure to the benefit of and be binding on t personal representatives of Landowner in accordance with the t	
Landowner:	
TRACEY DONLAN, PRESIDENT	Date: 04 · 11 · 2025
DONNARAE CACCAVO, SECRETARY	Date: 4-11-25

(All signatures must be acknowledged by a Notary Public)

6. This Irrevocable Offer of Dedication shall be recorded in the official records of El Dorado

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California	}
County of El Dorado	
on April 11, 2025 before me	e, Kelly D. Carnahan, Notary Public Here Insert Name and Title of the Officer
	an Donlan
	Name(s) of Signer(s)
· ·	evidence to be the person(s) whose name(s) is/are subscribed me that he/she/they executed the same in his/her/their
the within instrument and acknowledged to not the without the capacity (ies), and that by his/her/the upon behalf of which the person(s) acted, executive the capacity (ies).	me that he/she/they executed the same in his/her/their eir signature(s) on the instrument the person(s), or the entity
the within instrument and acknowledged to not the within instrument and acknowledged to not the person (s) acted, execution behalf of which the person(s) acted, execution.	me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity uted the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document

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: Irrevocable Offer of Dedication APN # 317 - 285-019-000 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 or Conservator ☐ Trustee ☐ Guardian or Conservator □ Other: _ □ Other: _ Signer is Representing: ___ Signer is Representing: __

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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 _ before me, ____ Kelly D. Carnahan, Notary Public. Here Insert Name and Title of the Officer personally appeared _ 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. KELLY D. CARNAHAN Notary Public - California El Dorado County WITNESS my hand and official seal. Commission # 2414486 Comm. Expires Sep 1, 2026 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: Irrevocable Offer of Dedication APN# 317-285-019-000 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 ☐ Attorney in Fact ☐ Individual □ Individual □ Attorney in Fact

□ Other:

Signer is Representing:

☐ Guardian or Conservator ☐ Trustee

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Signer is Representing: _

□ Trustee

☐ Other:

□ Guardian or Conservator

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 317-285-019-100

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All that real property described as Lot A of Greenstone Conty Unit No. 1, filed in the office of the County Recorder, County of El Dorado, State of California on September 2, 1981in Book F of Maps, at Page 137.

PARCEL TWO:

A non-exclusive easement for equestrian, road, vehicular, and pedestrian ingress and egress as granted in thea certain "Grant Deed" recorded October 13, 1984, in Book 2352, Page 80, of Official Records.

PARCEL THREE:

A non-exclusive septic system easement for the operation and maintenance as granted in that certan "Easement Deed" recorded November 18. 1988, in Book 3049, Page 146, of Official Records

EXHIBIT B

This Exhibit B and the attachments hereto consist of the following legal descriptions and depictions, individually identified below in the Exhibits 'A,' 'A1,' and 'A2' and as shown in the Exhibits 'B,' 'B1,' and 'B2' attached thereto, collectively represent the land rights which are being conveyed by the Landowner(s) to the County.

- 1. Slope and Drainage Easement A slope and drainage easement for construction and maintenance of slope and drainage facilities for public purposes together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described in Exhibit 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.
 - A. Character: This is an easement in gross.
 - B. Term: This Easement shall commence on the date it is recorded and continue in perpetuity.
 - C. Nonexclusive: The easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third-parties, that does not interfere unreasonably with Grantee's free use and enjoyment of this Easement. In the event of disagreement as to whether the use of the area will interfere with the Project, County's determination will prevail.
 - D. Assignable: This Agreement is not assignable, unless both parties consent to the assignment in writing.
- 2. Public Utilities Easement A public utilities easement for public purposes over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein. Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.
 - A. Character: This is an easement in gross.
 - B. Term: This Easement shall commence on the date it is recorded and continue in perpetuity.
 - C. Nonexclusive: The easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third-parties, that does not interfere unreasonably with Grantee's free use and enjoyment of this Easement. In the event of disagreement as to whether the use of the area will interfere with the Project, County's determination will prevail.
 - D. Assignable: This Agreement is not assignable, unless both parties consent to the assignment in writing.

- 3. Temporary Construction Easement A temporary construction easement for public purposes over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described in Exhibit 'A2' and depicted in Exhibit 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.
 - A. Character: This is an easement in gross.
 - B. Greenstone represents and warrants that they are the owner of the property described in Exhibit 'A2' and depicted on the map in Exhibit 'B2' attached hereto and made a part hereof, and that Greenstone has the exclusive right to grant the temporary construction easement.
 - C. Description of Easement: This temporary construction easement is necessary for the purpose of constructing the Green Valley Road at Indian Creek Bridge Replacement Project, CIP #36105014 ("Project"). Specifically, this temporary construction easement shall allow the County or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the Project.
 - D. Term: This Easement shall commence on April 1, 2025, which is the anticipated date of Right of Way Certification for this Project. Rights to the above described temporary easement shall cease and terminate on three years after April 1, 2025, or upon the date that the Board of Supervisors accepts the Project as complete, whichever is earlier. The County Contract Administrator shall notify Greenstone if the easement terminates prior to April 1, 2028 date because the Project is complete as described in the previous sentence.
 - E. Indemnity: Grantee agrees to indemnify and hold harmless Grantor from any liability arising out of the Grantee's operations under this easement, including entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. Grantee further agrees to assume responsibility for any damages proximately caused by reason of Grantee's operations under this agreement and Grantee will, at its option, either repair the damage or pay the estimated costs for the repair.
 - F. Nonexclusive: The easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third-parties, that does not interfere unreasonably with Grantee's free use and enjoyment of this Easement. In the event of disagreement as to whether the use of the area will interfere with the Project, County's determination will prevail.
 - G. Assignable: This Agreement is not assignable, unless both parties consent to the assignment in writing.

EXHIBIT 'A'

All that certain real property situate in Section 16, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Lot A and Stagecoach Road as shown on that certain map of Greenstone Country Unit No. 1, filed in Book F of Subdivision Maps at Page 137 in the official records of El Dorado County more particularly described as follows:

AREA 1:

BEGINNING at a point on the northeasterly line of said Lot A which bears North 27°43'22" West, 48.36 feet from a 3/4" capped iron pipe stamped "LS 3864" marking the most easterly corner of said Lot A;

THENCE along said northeasterly line North 27°43'22" West, 13.50 feet;

THENCE leaving said northeasterly line North 75°30'05" West, 11.76 feet;

THENCE South 14°29'55" West, 10.00 feet;

THENCE South 75°30'05" East, 20.84 feet to the POINT OF BEGINNING.

Containing 163 square feet, more or less.

TOGETHER WITH:

AREA 2:

BEGINNING at a 3/4" capped iron pipe stamped "LS 3864" marking the most easterly corner of said Lot A;

THENCE along the northwesterly right of way line of Green Valley Road the following two (2) courses:

1) southwesterly along a curve concave southeasterly having a radius of 2039.73 feet through a central angle of 1°15′00" an arc distance of 44.50 feet, said curve being subtended by a chord which bears South 33°54′08" West, 44.50 feet;

GREENSTONE SDE Page 1 of 3

- THENCE South 33°16'38" West, 93.98 feet to the intersection of said northwesterly right of way line with the easterly right of way line of Stagecoach Road;
- 3) THENCE continuing along said northwesterly right of way line South 33°16'38" West, 99.99 feet to the intersection of said northwesterly right of way line with the westerly right of way line of Stagecoach Road and a point of cusp with a curve concave westerly, said curve has a radius of 20.00 feet;

THENCE leaving said northwesterly right of way line northerly along said westerly right of way curve of Stagecoach Road through a central angle of 90°00'00" an arc distance of 31.41 feet, said curve being subtended by a chord which bears North 11°43'22" West, 28.28 feet;

THENCE leaving said westerly right of way line North 33°16'38" East, 60.00 feet to the easterly right of way line of Stagecoach Road;

THENCE continuing North 33°16'38" East, 113.97 feet to the beginning of a curve concave southeasterly, said curve has a radius of 2,059.73 feet;

THENCE northeasterly along said curve through a central angle of 1°32'33" an arc distance of 55.45 feet, said curve being subtended by a chord which bears North 34°02'54" East, 55.45 feet to the northeasterly line of said Lot A;

THENCE along said northeasterly line South 27°43'22" East, 22.57 feet to the POINT OF BEGINNING;

Containing 4,565 square feet (0.10 acres) more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North based upon GNSS observations to "HPGN D CA 03-DM" (AC9233) and "GREEN" (DK2886). Distances used in the above description are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of the above description is to describe that portion of said Lot A and Stagecoach Road as an easement for slope and drainage purposes (to include drainage structures).

GREENSTONE SDE Page 2 of 3

Joseph C. Neely, P.L.S. 9026 Associate Land Surveyor El Dorado County Department of Transportation

Date 3/3/2025



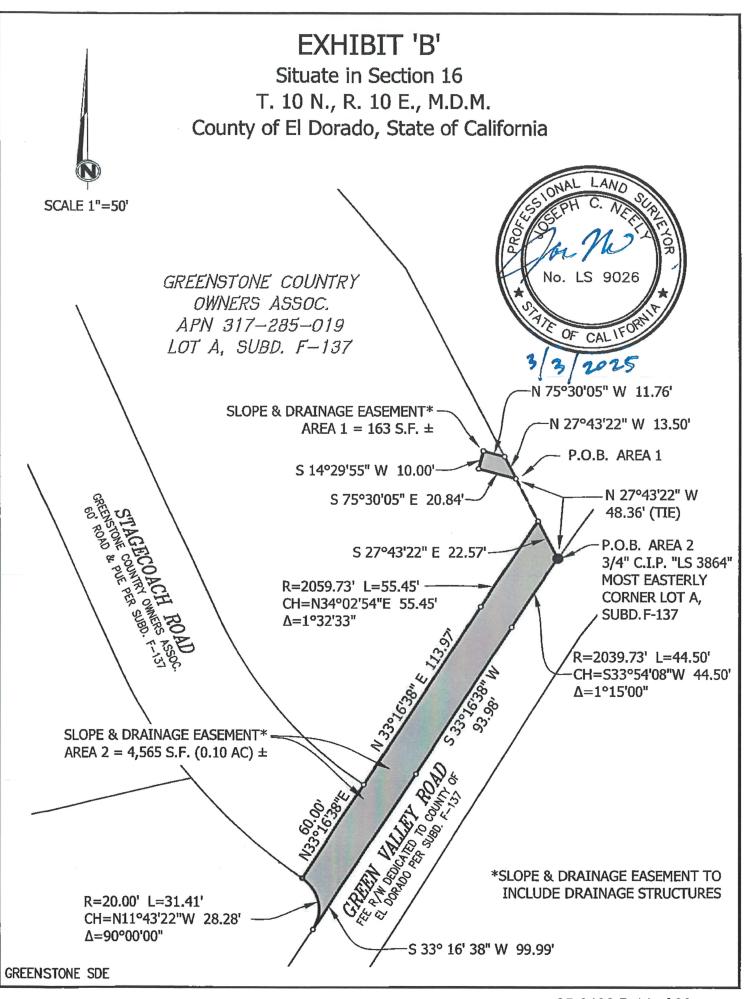


EXHIBIT 'A1'

EXHIBIT 'A'

All that certain real property situate in Section 16, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Lot A as shown on that certain map of Greenstone Country Unit No. 1, filed in Book F of Subdivision Maps at Page 137 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 3/4" capped iron pipe stamped "LS 3864" marking the most easterly corner of said Lot;

THENCE North 57°41′53″ West, 20.01 feet to an angle point of a public utilities easement as described on said Subdivision Map and the POINT OF BEGINNING;

THENCE along said easement line the following three (3) courses:

- 1) southwesterly along a curve concave southeasterly having a radius of 2059.73 feet through a central angle of 1°13'43" an arc distance of 44.16 feet, said curve being subtended by a chord which bears South 33°53'29" West, 44.16 feet;
- 2) THENCE South 33°16'38" West, 93.97 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 199.97 feet;
- 3) THENCE northwesterly along said curve through a central angle of 4°18′07" an arc distance of 15.01 feet, said curve being subtended by a chord which bears North 54°34′15" West, 15.01 feet;

THENCE leaving said easement line North 33°16'38" East, 93.41 feet to the beginning of a curve concave southeasterly, said curve has a radius of 2,074.73 feet;

THENCE northeasterly along said curve through a central angle of 1°26'47" an arc distance of 52.38 feet, said curve being subtended by a chord which bears North 34°00'01" East, 52.38 feet to said easement line;

THENCE along said easement line South 27°43'22" East, 16.94 feet to the POINT OF BEGINNING.

Containing 2,131 square feet (0.05 acres) more or less.

-End of Description-

GREENSTONE PUE Page 1 of 2

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North based upon GNSS observations to "HPGN D CA 03-DM" (AC9233) and "GREEN" (DK2886). Distances used in the above description are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of the above description is to describe that portion of said Lot A as an easement for public utilities purposes.

Joseph C. Neely, P.L.S. 9026 Associate Land Surveyor

El Dorado County

Department of Transportation

Date 12/16/2024

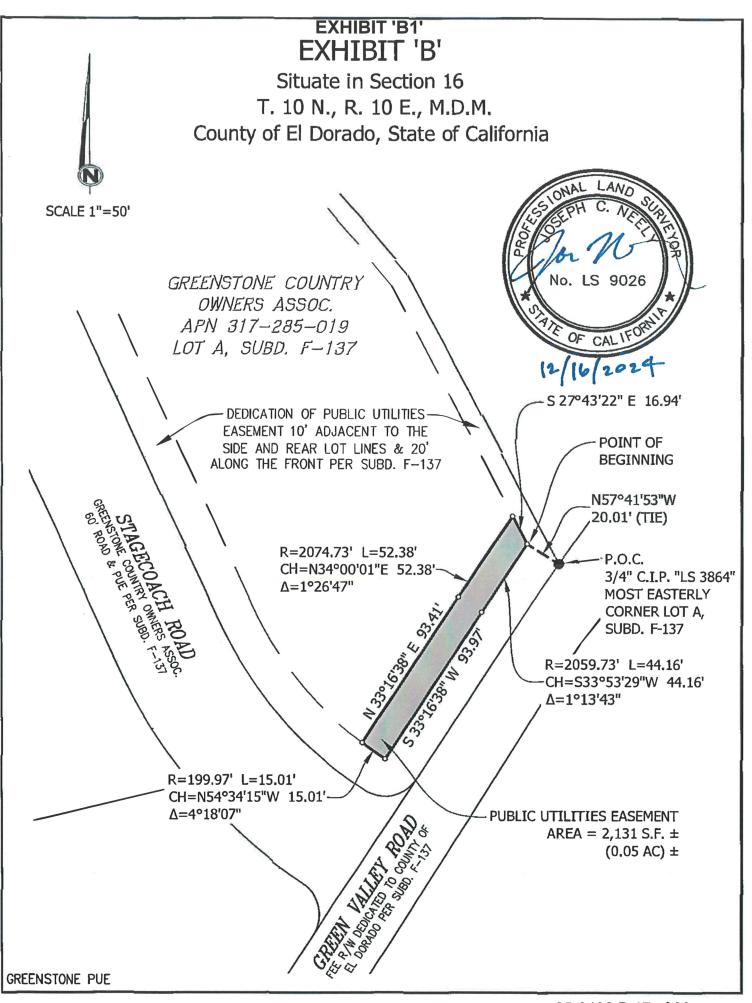


EXHIBIT 'A2'

EXHIBIT 'A'

All that certain real property situate in Section 16, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Lot A and Stagecoach Road as shown on that certain map of Greenstone Country Unit No. 1, filed in Book F of Subdivision Maps at Page 137 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 3/4" capped iron pipe stamped "LS 3864" marking the most easterly corner of said Lot A;

THENCE along the northwesterly right of way line of Green Valley Road the following two (2) courses:

- 1) southwesterly along a curve concave southeasterly having a radius of 2039.73 feet through a central angle of 1°15′00" an arc distance of 44.50 feet, said curve being subtended by a chord which bears South 33°54′07" West, 44.50 feet;
- 2) THENCE South 33°16'38" West, 93.99 feet to the beginning of a curve concave northerly having a radius of 20.00 feet and the intersection of said northwesterly right of way line with the easterly right of way line of Stagecoach Road;

THENCE along said easterly right of way line of Stagecoach Road westerly along said curve through a central angle of 90°00'00" an arc distance of 31.41 feet, said curve being subtended by a chord which bears South 78°16'38" West, 28.28 feet to the POINT OF BEGINNING;

THENCE leaving said easterly right of way line South 33°16'38" West, 60.00 feet to the westerly right of way line of Stagecoach Road and the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 279.96 feet;

THENCE along said westerly right of way line northwesterly along said curve through a central angle of 10°30'11" an arc distance of 51.32 feet, said curve being subtended by a chord which bears North 51°28'16" West, 51.25 feet;

THENCE leaving said westerly right of way line North 43°46'51" East, 60.00 feet to said easterly right of way line;

THENCE continuing North 43°46'51" East, 109.23 feet;

THENCE South 26°43'18" East, 23.31 feet;

THENCE South 33°16'38" West, 99.43 feet to the POINT OF BEGINNING.

GREENSTONE TCE Page 1 of 2

Containing 5,967 square feet (0.14 acres) more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North based upon GNSS observations to "HPGN D CA 03-DM" (AC9233) and "GREEN" (DK2886). Distances used in the above description are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of the above description is to describe that portion of said Lot A and Stagecoach Road as a temporary easement for construction purposes.

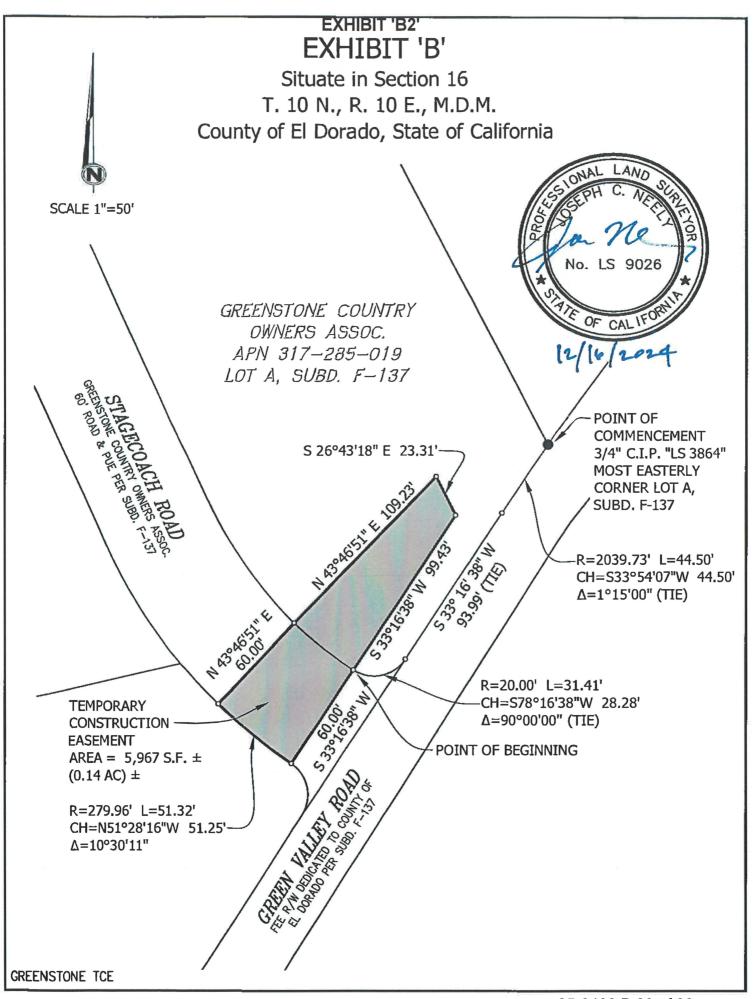
Joseph C. Neely, P.L.S. 9026 Associate Land Surveyor

El Dorado County

Department of Transportation

Date





RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

County of El Dorado Board of Supervisors 330 Fair Lane Placerville, CA 95667

GREENSTONE COUNTRY OWNERS ASSN APN# 317-285-019 #36105014 - GREEN VALLY ROAD AT INDIAN CREEK - BRIDGE REPLACEMENT

Above section for Recorder's use only

CONSENT TO THE MAKING OF AN IRREVOCABLE OFFER OF DEDICATION

Pursuant to California Government Code section 7050, the County of El Dorado hereby consents to the making of the attached Irrevocable Offer of Dedication dated April 11, 2025 from GREENSTONE COUNTRY OWNERS ASSOCIATION (Grantor), to the County of El Dorado, a political subdivision of the State of California (Grantee) and to the recordation thereof by its duly authorized officer.

APN: <u>317-285-019</u>	
Dated this day of	, 20
	COUNTY OF EL DORADO
By:	George Turnboo, Chair Board of Supervisors
Kim Dawson Clerk of the Board of Supervisors	
By: Deputy Clerk	

Irrevocable Offer of Dedication

This Irrevocable Offer of Dedication, dated for reference purposes April 11, 2025, is made by **Greenstone Country Owners Association** ("Landowner"), the owner in fee of that certain real property located in El Dorado County, California, commonly known as Assessor's Parcel Number 317-285-019-000, CA, and more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by this reference.

Recitals

Whereas, the County of El Dorado ("County") is seeking certainty in the ability to acquire the necessary temporary construction easement through the Property in accordance with the proposed plans and Landowner is willing to provide such assurance through this Irrevocable Offer of Dedication ("Offer"); and

Whereas, the County will access the Property with a 48 hour advance notice for excess overgrowth and debris removal along Indian Creek bridge, and any minor paving/grade conform; and

Whereas, the County will maintain construction parking and staging outside of the Greenstone Post Office and Office parking lot and obtain Landowner concurrence of temporary construction areas prior to construction; and

Whereas, Landowner understands and agrees that it is in Landowner's best interest that the road be reconfigured providing a safer traveled route and based on such consideration, Landowner is willing to convey the portion of the Property associated with this Irrevocable Offer of Dedication to County without charge.

Landowner understands that this dedication to the County for the purpose of construction herein does not in any way prevent the County from imposing conditions of approval inclusive of additional dedication necessary to mitigate impacts in conjunction with the future development of Landowner's Property or any adjoining property.

Now therefore, in consideration of the foregoing facts, Landowner declares as follows:

1. We, **Greenstone Country Owners Association**, Landowner, do hereby make this Irrevocable Offer of Dedication to the County of El Dorado, a political subdivision of the State of California, of that property, in temporary construction easement, as depicted in Exhibit "B," attached hereto and incorporated by this reference. Landowner hereby acknowledges and agrees that the precise alignment determined by the County may change upon completion of the design and engineering of the road within the project scope, provided however, the final right of way area and all associated easements shall not be more than that depicted in Exhibit "B3;" and

- 2. The County shall incur no liability with respect to this offer of dedication and shall not assume any responsibility for the offered property or any improvements to the property, until the Offer has been accepted by appropriate action by the Board of Supervisors. The County may accept the Irrevocable Offer of Dedication made herein at such time when the Board determines it is appropriate; and
- 3. Landowner, having initiated this Offer, have been informed of the right to compensation for the Property and have also been informed of Landowner's right to have an appraisal made of said property along with an offer of just compensation. Landowner, for itself and its successors and assigns, hereby waives any right to compensation for the conveyance of property as described in Exhibit "B3;" and any and all claims for damage to Landowner's remaining property contiguous to the right way of way conveyed by reason of the location, construction, landscaping, or maintenance of the project; and
- 4. Landowner shall cooperate with the County and will execute any subsequent agreements or documents that may be necessary to effectuate this Irrevocable Offer of Dedication and its acceptance of the County; and

5. Required Federal Habendum Clause

County will use federal funds for the above acquisition of real property connected to the Green Valley Road at Indian Creek and Mound Springs Creek Bridge Replacement Project, CIP #36105014 and #36105015 (Project). County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement. This acquisition is thus subject to the following Standard Title VI Assurances and Non-Discrimination Provisions:

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on County, its successors and assigns.

The County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

A. No person will on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

- B. County will use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- 6. This Irrevocable Offer of Dedication shall be recorded in the official records of El Dorado County and shall inure to the benefit of and be binding on the heirs, successors, assigns, and personal representatives of Landowner in accordance with the terms of this Offer.

Landowner:

TRACEY DONLAN, PRESIDENT	Date:	04 · // · 25 ·	
DONNARAE CACCAVO, SECRETARY	Date:	4-11-25	

(All signatures must be acknowledged by a Notary Public)

A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulnes	rifies only the identity of the individual who signed the document ss, accuracy, or validity of that document.
State of California	
County of El Dorado	
On April 11, 2025 before me, Date	Kelly D. Carnahan, Notary Public Here Insert Name and Title of the Officer
personally appeared Tracey Leean	n Donlan
	Name(s) of Signer(s)
to the within instrument and acknowledged to me that	nature(s) on the instrument the person(s), or the entity
KELLY D. CARNAHAN Notary Public - California El Dorado County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2414486 My Comm. Expires Sep 1, 2026	WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	Offer of Dedication APN# 317-285-019-
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☐ Guardian or Conservator	☐ Individual☐ Attorney in Fact☐ Guardian or Conservator
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer is Representing:	□ Other:Signer is Representing:
Signer is representing	Signer is Representing

©2019 National Notary Association

A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	rifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California	
County of El Dorado	
on April 11, 2025 before me, K	Here Insert Name and Title of the Officer
	ccavo
	Name(s) of Signer(s)
o the within instrument and acknowledged to me tha	nature(s) on the instrument the person(s), or the entity
KELLY D. CARNAHAN Notary Public - California El Dorado County Commission # 2414486	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Sep 1, 2026	WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	deter alteration of the document or
	form to an unintended document.
Description of Attached Document Title or Type of Document: Irrevocable	Offer of Dedication APN# 317-285-1
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 or Conservator	
□ Other:	Other:
Signer is Representing:	Signer is Representing:

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 317-285-019-100

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All that real property described as Lot A of Greenstone Conty Unit No. 1, filed in the office of the County Recorder, County of El Dorado, State of California on September 2, 1981in Book F of Maps, at Page 137.

PARCEL TWO:

A non-exclusive easement for equestrian, road, vehicular, and pedestrian ingress and egress as granted in thea certain "Grant Deed" recorded October 13, 1984, in Book 2352, Page 80, of Official Records.

PARCEL THREE:

A non-exclusive septic system easement for the operation and maintenance as granted in that certan "Easement Deed" recorded November 18. 1988, in Book 3049, Page 146, of Official Records

EXHIBIT B

This Exhibit B and the attachments hereto consist of the following legal descriptions and depictions, individually identified below in Exhibit 'A' and as shown in the Exhibit 'B' attached thereto, collectively represent the land rights which are being conveyed by the Landowner(s) to the County.

- 1. Temporary Construction Easement A temporary construction easement for public purposes over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described in Exhibit 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.
 - A. Character: This is an easement in gross.
 - B. Greenstone represents and warrants that they are the owner of the property described in Exhibit 'A' and depicted on the map in Exhibit 'B' attached hereto and made a part hereof, and that Greenstone has the exclusive right to grant the temporary construction easement.
 - C. Description of Easement: This temporary construction easement is necessary for the purpose of constructing the Green Valley Road at Indian Creek Bridge Replacement Project, CIP #36105014 ("Project"). Specifically, this temporary construction easement shall allow the County or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the Project.
 - D. Term: This Easement shall commence on April 1, 2025, which is the anticipated date of Right of Way Certification for this Project. Rights to the above described temporary easement shall cease and terminate on three years after April 1, 2025, or upon the date that the Board of Supervisors accepts the Project as complete, whichever is earlier. The County Contract Administrator shall notify Greenstone if the easement terminates prior to April 1, 2028 date because the Project is complete as described in the previous sentence.
 - E. Indemnity: Grantee agrees to indemnify and hold harmless Grantor from any liability arising out of the Grantee's operations under this easement, including entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. Grantee further agrees to assume responsibility for any damages proximately caused by reason of Grantee's operations under this agreement and Grantee will, at its option, either repair the damage or pay the estimated costs for the repair.
 - F. Nonexclusive: The easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third-parties, that does not interfere unreasonably with Grantee's free use and enjoyment of this

- Easement. In the event of disagreement as to whether the use of the area will interfere with the Project, County's determination will prevail.
- G. Assignable: This Agreement is not assignable, unless both parties consent to the assignment in writing.

EXHIBIT 'A3'

EXHIBIT 'A'

All that certain real property situate in Section 16, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Lot A and Stagecoach Road as shown on that certain map of Greenstone Country Unit No. 1, filed in Book F of Subdivision Maps at Page 137 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 3/4" capped iron pipe stamped "LS 3864" marking the most easterly corner of said Lot A;

THENCE along the northeasterly line of said Lot A, North 27°43'22" West, 22.57 feet to the POINT OF BEGINNING and the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 2,059.73 feet;

THENCE southwesterly along said curve through a central angle of 1°32'33" an arc distance of 55.45 feet, said curve being subtended by a chord which bears South 34°02'54" West, 55.45 feet;

THENCE South 33°16'38" West, 14.54 feet;

THENCE North 26°43'18" West, 23.31 feet;

THENCE South 43°46'51" West, 109.23 feet to the easterly right of way line of Stagecoach Road and the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 219.97 feet;

THENCE along said easterly right of way line, northwesterly along said curve through a central angle of 12°34'21" an arc distance of 48.27 feet, said curve being subtended by a chord which bears North 39°55'59" West, 48.17 feet;

THENCE leaving said easterly right of way line, North 43°46'50" East, 7.68 feet;

THENCE North 66°49'03" East, 20.15 feet;

THENCE North 23°10'57" West, 19.07 feet;

THENCE North 34°00'23" East, 165.84 feet to the northeasterly line of said Lot A;

THENCE along said northeasterly line, South 27°43'22" East, 61.56 feet;

THENCE leaving said northeasterly line, North 75°30'05" West, 11.76 feet;

GREENSTONE TCE 2 Page 1 of 2

THENCE South 14°29'55" West, 10.00 feet;

THENCE South 75°30'05" East, 20.84 feet to said northeasterly line;

THENCE along said northeasterly line, South 27°43'22" East, 25.79 feet to the POINT OF BEGINNING.

Containing 13,049 square feet (0.30 acres) more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North based upon GNSS observations to "HPGN D CA 03-DM" (AC9233) and "GREEN" (DK2886). Distances used in the above description are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of the above description is to describe that portion of said Lot A as a temporary easement for construction purposes.

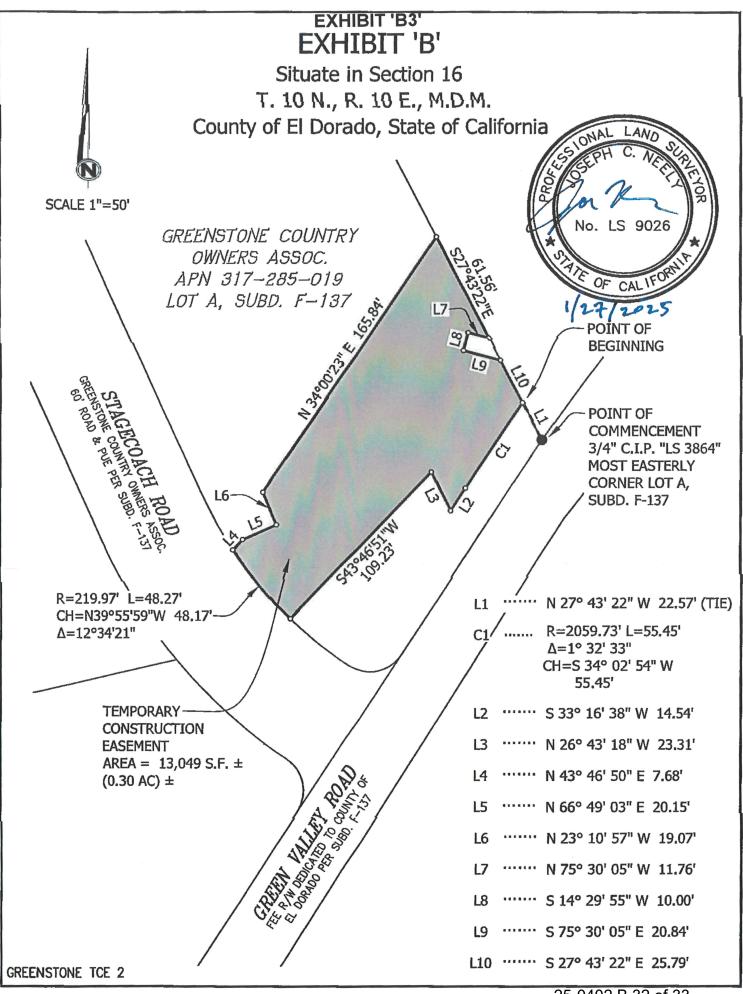
Joseph C. Neely, P.L.S. 9026

Associate Land Surveyor El Dorado County

Department of Transportation

Date





RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

County of El Dorado Board of Supervisors 330 Fair Lane Placerville, CA 95667

APN# 317-285-019

SELLER: GREENSTONE COUNTRY

OWNERS ASSN

Project/Street Address: #36105014 – GREEN VALLY ROAD AT INDIAN CREEK – BRIDGE REPLACEMENT

OFFER OF DEDICATION

This is to certify, that the interest in real property conveyed by the Irrevocable Offer of Dedication, dated April 11, 2025 to the County of El Dorado, a political subdivision of the State of California, from **GREENSTONE COUNTRY OWNERS ASSOCIATION**, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 13, 2025, and the grantees consent to the recordation thereof by its duly authorized officer.

APN: <u>317-285-019</u>	
Dated this day of	, 20
	COUNTY OF EL DORADO
Ву:	George Turnboo, Chair
ATTEST:	Board of Supervisors
Kim Dawson Clerk of the Board of Supervisors	
By: Deputy Clerk	