

DEDICATION AGREEMENT

Agreement # _____

THIS DEDICATION AGREEMENT (“Agreement”) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and the Marshall Foundation for Community Health, a Section 501(c)(3) non-profit organization (“Foundation”). The County and the Foundation may be referred to collectively as “Parties” or in the singular as “Party,” as the context requires.

RECITALS

WHEREAS, Goal 9.1 of the El Dorado County General Plan directs the County to “[p]rovide adequate recreation opportunities and facilities including developed regional and community parks, trails, and resource-based recreation areas for the health and welfare of all residents and visitors of El Dorado County.” Furthermore, Policy 9.1.1.7 encourages the joint efforts of various community stakeholders to provide parks and recreation facilities.

WHEREAS, the El Dorado County Parks and Trails Master Plan identifies a need for additional active recreational facilities within the County, stating, “It will also be important to identify resources through grants, donations, and public/private partnerships to get additional sports facilities built that are suitable for league and tournament play.” The Diamond Springs / El Dorado region, in particular, is in need of additional park facilities.

WHEREAS, in recognition of that need, the Parties hereto have identified a site in Diamond Springs adjacent to Union Mine High School and Charles Brown School for potential development of a public park with active recreational facilities, possibly including multiple soccer fields, multiple baseball/softball diamonds, a snack shack, playground, disc golf course, picnic area, hiking trails, and parking (the “Park Project”).

WHEREAS, the Foundation recently acquired 29.8 acres of property for the Park Project (the “Subject Property”) and desires to dedicate the Subject Property to the County for the Park Project.

WHEREAS, the County, without reliance upon any representations or warranties of the Foundation, desires to accept the Subject Property on the terms set forth herein for the potential development and operation of the Park Project.

WHEREAS, Government Code section 25355 allows the Board of Supervisors to accept any gift, bequest, or devise made to or in favor of the County.

WHEREAS, the Parties hereto desire to enter into this Agreement to memorialize the terms by which the Subject Property will be dedicated to the County and the terms by which the County will accept the dedication.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. **Dedication.** Within thirty (30) days of the effective date of this Agreement, the Foundation shall dedicate the Subject Property to the County via delivery to the County of a Quitclaim Deed in the form attached hereto as Exhibit A. Upon Board of Supervisors' certification of the California Environmental Quality Act ("CEQA") document for the Park Project no later than April 25, 2023, the County shall accept said dedication via execution and recordation of a Certificate of Acceptance in the form attached hereto as Exhibit B.
2. **Expiration.** If the County Board of Supervisors has not certified a CEQA document for the Park Project by close of business on April 25, 2023, this Agreement shall expire and henceforth be null and void. Each party to this Agreement shall bear any and all costs incurred in any manner whatever in the course of negotiating and performing this Agreement.
3. **Reversion.** The Foundation's dedication of the Subject Property is for the use by the County for the Park Project and purposes incident thereto. The County is currently engaged in the process to design and perform environmental review of the Park Project. Accordingly, in order to ensure that the Subject Property is used by the County in furtherance of the Foundation's stated purpose, the Parties hereby agree that the Foundation shall have self-executing legal authority, but no legal obligation, to mandate that the County and its assigns, immediately and without precondition, convey all right, title, and interest in the Subject Property to the Foundation or its designee should the County (a) fail to commence construction of the Park Project or any part thereof within five (5) years of the date of acceptance of the Subject Property or (b) thereafter cease using the Subject Property for the Park Project or for purposes incident thereto. Commencement of construction shall be defined to mean making physical alterations to the Subject Property for the purpose of constructing the Park Project or any part thereof. Language memorializing this authority shall be included in the Quitclaim Deed transferring title to the Subject Property.
4. **Park Naming.** The County shall provide the Foundation with an opportunity to participate in determining the name for the Park Project and/or components thereof.
5. **Signage.** The Park Project shall include appropriate signage, mutually agreed to by the parties, that recognizes the Foundation and acknowledges its dedication of the Subject Property.
6. **No Warranties; Indemnification.** The Foundation dedicates the Subject Property "as-is" to the County with no covenants, warranties, or representations beyond those expressly set forth herein. From and after acceptance of the Subject Property, County shall indemnify, defend and hold harmless the Foundation, its officers, directors, employees, agents, and representatives (collectively, "Foundation Parties") from and against any and all claims, demands, actions, lawsuits or other proceedings (collectively, "Matters") related to or arising

out of the construction, operation, or public use of the Park Project unless such Matter arises the gross negligence or willful misconduct of a Foundation Party.

7. **Notice to Parties.** Any and all notices from the Parties shall be in writing and served either personally or by first-class mail. Service shall be conclusively deemed made at the time of personal service or the time of deposit in the mail, return receipt requested. Any notice shall be given to the following addresses:

County:

County of El Dorado
Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667

Foundation:

Marshall Foundation for
Community Health
Executive Director
PO Box 1996
Placerville, CA 95667

The Parties shall notify each other in writing of any change of address. Failure to do so shall constitute a waiver of their rights under this Agreement during the time of the omission.

8. **County Contract Administrator.** The County officer or employee responsible for the administration of this Agreement shall be Vickie Sanders, Parks Manager, or successor.
9. **Waiver.** Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be expressed and in writing and shall be delivered to the other party.
10. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing by way of this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.
11. **Entire Agreement.** This document, including any exhibits, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the Parties in accordance with applicable provisions of the County's Ordinance Code.
12. **Severability.** If any portion of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. **Authority.** The Parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties to the obligations set forth herein.

15. **Dispute Resolution.** Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Sacramento County, California, and shall be resolved in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the Effective Date of this Agreement.

- - COUNTY OF EL DORADO - -

By: _____
Chairman, Board of Supervisors

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - MARSHALL FOUNDATION FOR COMMUNITY HEALTH - -

By: _____
Jamie Johnson
Executive Director

Dated: _____

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 331-400-002

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922

Above section for Recorder's use

QUITCLAIM DEED

The MARSHALL FOUNDATION FOR COMMUNITY HEALTH, a Section 501(c)(3) non-profit organization ("Foundation" or "Grantor"), does hereby remise, release, and forever quitclaim to the COUNTY OF EL DORADO, a political subdivision of the State of California ("County" or "Grantee"), any right, title, and interests it may have in that certain real property located in El Dorado County, State of California, described as follows:

See Exhibit 'A' attached hereto and made a part hereof, which description is by this reference incorporated herein ("Property").

This conveyance is made on the express condition that Property be used by the County for the Park Project and purposes incident thereto, as more fully described in the Dedication Agreement dated _____. In order to ensure that the Property is used by the County in furtherance of the Foundation's stated purpose, the Parties hereby agree that the Foundation shall have self-executing legal authority, but no legal obligation, to mandate that the County and its assigns, immediately and without precondition, convey all right, title, and interest in the Property to the Foundation or its designee should the County (a) fail to commence construction of the Park Project or any part thereof within five (5) years of the date of acceptance of the Property or (b) thereafter cease using the Property for the Park Project or for purposes incident thereto. Commencement of construction shall be defined to mean making physical alterations to the Property for the purpose of constructing the Park Project or any part thereof.

Executed on this ____ day of _____, 2022

MARSHALL FOUNDATION FOR COMMUNITY HEALTH (GRANTOR)

By: _____ [SIGNATURE MUST BE NOTARIZED]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 331-400-002-000

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

PARCEL NO. 1:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M.

EXCEPTING THEREFROM FROM PARCEL ONE: THAT PORTION THEREOF WHICH LIES NORTH, WEST, NORTHWEST AND NORTHEAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 36 FROM WHICH A LIMESTONE MONUMENT AT THE WEST QUARTER OF SAID SECTION 36 BEARS SOUTH 2°30' WEST 420 FEET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF THE 3 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO MOTHER LODE UNION HIGH SCHOOL DISTRICT, RECORDED APRIL 13, 1962 IN BOOK 587, PAGE 649 OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTH AND EAST LINE OF SAID 3 ACRE PARCEL OF LAND, SOUTH 87°30' EAST 660 FEET AND NORTH 2°30' EAST 198 FEET TO THE SOUTHEAST CORNER OF THE 7 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO MOTHER LODE UNION ELEMENTARY SCHOOL DISTRICT, RECORDED APRIL 27, 1961 IN BOOK 547, PAGE 647, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE ALONG THE EAST AND NORTHEAST LINE OF SAID 7 ACRE PARCEL OF LAND; NORTH 2°30' EAST 305.47 FEET AND NORTH 54°52'30" WEST 62.28 FEET TO THE MOST SOUTHERLY CORNER OF THE 10 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY D. BODLAK, RECORDED FEBRUARY 26, 1960 IN BOOK 499 PAGE 252 OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE NORTH 45°12'30" EAST ALONG THE SOUTHEAST LINE OF SAID 10 ACRE PARCEL OF LAND, 806.52 FEET TO THE MOST EASTERLY CORNER OF SAID 10 ACRE PARCEL OF LAND BEING A POINT IN AN EXISTING FENCE LINE AS REFERRED TO IN THE BOUNDARY LINE AGREEMENT BETWEEN HARRY D. BODLAK, ET AL, RECORDED MAY 29, 1962 IN BOOK 593, PAGE 443; THENCE ALONG SAID EXISTING FENCE LINE AS REFERRED TO IN SAID AGREEMENT SOUTH 43° EAST 53.18 FEET; SOUTH 45°42' EAST 130.45 FEET AND SOUTH 45°54' EAST 109.26 FEET; THENCE SOUTH 45°54' EAST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE TERMINUS OF SAID LAND.

ALSO EXCEPTING THEREFROM PARCEL ONE: ANY PORTION THEREOF WHICH MAY LIE EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY TERMINUS OF SAID LINE, MARKED BY A 1/2 INCH IRON PIPE SET IN FENCE LINE FROM WHICH POINT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., BEARS SOUTH 25°38' WEST 404.60 FEET AND SOUTH 33°37' WEST 598.88 FEET AND SOUTH 14°17'30" WEST 1142.72 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG AN EXISTING FENCE LINE, SOUTH 43°08' EAST 432.36 FEET; THENCE SOUTH 43°42' EAST 130.45 FEET; THENCE SOUTH 45°54' EAST 109.26 FEET; 258.81 FEET; THENCE SOUTH 0°22' WEST 319.62 FEET; THENCE SOUTH 0°10' EAST 230.17 FEET; THENCE SOUTH 0°15' WEST 160.72 FEET; THENCE SOUTH 0°33' WEST 460.55 FEET; THENCE SOUTH 0°19' WEST 562.44 FEET; THENCE SOUTH 0°20' WEST 451.78 FEET; THENCE SOUTH 0°36' EAST 416.71 FEET TO A CORNER FENCE POST MARKING THE SOUTHERLY TERMINUS OF SAID LINE.

PARCEL NO. 2:

ANY PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., WHICH MAY LIE SOUTHWEST AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

Grant Deed
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EXHIBIT "A"
Legal Description
(continued)

COMMENCING AT THE NORTHERLY TERMINUS OF SAID LINE MARKED BY A 1/2 INCH IRON PIPE SET IN FENCE LINE FROM WHICH POINT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., BEARS SOUTH 25°38' WEST 404.60 FEET AND SOUTH 33°37' WEST 589.88 FEET AND SOUTH 14°17'30" WEST 1142.72 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG AN EXISTING FENCE LINE, SOUTH 43°08' EAST 432.36 FEET; THENCE SOUTH 43°00' EAST 258.81 FEET; THENCE SOUTH 45°42' EAST 130.45 FEET; THENCE SOUTH 45°54' EAST 109.26 FEET; THENCE SOUTH 0°22' WEST 319.62 FEET; THENCE SOUTH 0°10' EAST 230.71 FEET; THENCE SOUTH 0°15' WEST 160.72 FEET; THENCE SOUTH 0°33' WEST 460.55 FEET; THENCE SOUTH 0°19' WEST 562.44 FEET; THENCE SOUTH 0°20' WEST 451.78 FEET; THENCE SOUTH 0°38' EAST 416.71 FEET TO A CORNER OF FENCE POST MARKING THE SOUTHERLY TERMINUS OF SAID LINES.

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN: 331-400-002

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, 2022 from the MARSHALL FOUNDATION FOR COMMUNITY HEALTH, a Section 501(c)(3) non-profit organization ("Foundation") to the COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), is hereby accepted by order of the County of El Dorado Board of Supervisors and the County consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2022.

COUNTY OF EL DORADO

Date: _____

By: _____
Chairman
Board of Supervisors

ATTEST:

KIM DAWSON
Clerk of the Board of Supervisors

By: _____
Deputy Clerk