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EL DORADO CO. SUPERIOR CT.

FILED FEB 03 2021

BY Sonal Dillon
Deputy

Attorneys for Petitioner
El Dorado Union High School District

Exempt from filing fees
Gov. Code § 6103

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO**

Assigned to
Judge Dylan Sullivan
For all purposes

EL DORADO UNION HIGH SCHOOL
DISTRICT,

Petitioner,

v.

COUNTY OF EL DORADO, OFFICE OF THE
ATTORNEY GENERAL OF THE STATE OF
CALIFORNIA, and Does 1 through 10,
Inclusive,

Respondents.

Case No.: **PC 20210042**

**PETITION FOR DECLARATORY
RELIEF**

[C.C.P. Section 1060] [BY FAX]

Unlimited Civil

Date: 4-9-21
Time: 8:30am
Dept.: 9

PETITIONER, EL DORADO UNION HIGH SCHOOL DISTRICT ALLEGES:

1. At all times herein mentioned, Petitioner, El Dorado Union High School District ("District"), is a public high school district providing public education to high school students residing within its geographic boundaries. The District operates six high schools, including El Dorado High School ("EDHS"). EDHS is located at 561 Canal Street, Placerville, California, which is immediately adjacent to Bennett Park, a property currently used as a public park which includes two baseball diamonds, tennis courts, and open space.

2. The County of El Dorado ("County") is a political subdivision of the State of California and is the sole owner and administrator of Bennett Park, as more particularly described

1 in Exhibit A. A map and legal description of Bennett Park is set forth in Exhibit A, incorporated
2 herein by this reference.

3 3. The California State Attorney General is charged with the responsibility of
4 enforcing and supervising all charitable corporations, unincorporated associations, trustees, and
5 other legal entities holding property for charitable purposes, under Government Code §§ 12580 et
6 seq. Pursuant to Government Code § 12591, the Attorney General has been made a party herein.

7 4. On or about July 8, 1924, Marcus P. Bennett and Mary C. Bennett, as husband and
8 wife, granted Bennett Park to the County for the benefit of the people of El Dorado County in
9 memory of their young son, Marcus P. Bennett, Jr. (the "Grant"). The Grant provides in pertinent
10 part that the property is granted to the County:

11
12 TO HAVE AND TO HOLD the said property for the free use thereof by the people
13 of said County of El Dorado solely for the said purposes of recreation, sports, social
14 open air gatherings, entertainment, games and amusements.

15 However, among other restrictions, the Grant provided that the "property shall never be used for
16 public camp grounds, or for any commercial purpose, and no school building, residence or
17 dwelling-house, or any building for commercial purposes, shall ever be erected or maintained
18 thereon." The Grant also provided that "[a]ll use of said property shall be under and subject to the
19 proper regulation and control of the Board of Supervisors."

20 5. A copy of the Indenture from Marcus P. Bennett and Mary C. Bennett, Grantors,
21 to the County of El Dorado, Grantee, dated July 8, 1924, is attached as Exhibit B, and incorporated
22 herein by this reference.

23 6. The County and District entered into an Agreement for Maintenance and Operation
24 of Bennett Park, dated March 22, 1977, allowing the District to operate and maintain the recreation
25 program and facilities in Bennett Park for recreational purposes consistent with the terms of the
26 Grant. The Agreement between the County and District is attached as Exhibit C, and incorporated
27 herein by this reference.

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1 7. The County and District now desire for the District to assume the responsibilities
2 of holding, administering, and regulating Bennett Park pursuant to the original grant deed and all
3 of its restrictive covenants. A letter from the Office of the County Counsel confirming that the
4 County has no objection to the District's filing this petition to authorize a transfer of the property
5 to the District is attached as Exhibit D, and incorporated herein by this reference.

6 8. The California Attorney General, as *parens patriae*, represents the people of the
7 State of California, as the ultimate beneficiaries of the assets of a charitable grant. (See Govt. Code
8 § 12580.) The Bennett Park grant is a charitable grant for the use of the people of El Dorado
9 County, California. District has corresponded with the Attorney General's Office to determine its
10 position regarding the District's assumption of holding, administering, and regulating Bennett Park
11 and whether District assumption of the Grant would be consistent with the laws regulating the
12 establishment and enforcement of grants for public charitable purposes. Diane P. Cragg, Deputy
13 Attorney General, confirmed that the Attorney General is not opposed to the transfer.
14 Correspondence between Ms. Cragg and District counsel confirming the Attorney General's
15 position is attached as Exhibit E, and incorporated herein by this reference.

16 9. In 2008, the borders of Bennett Park were changed in a land exchange executed
17 between the District and the County. In this exchange, an undeveloped 1.62 acre parcel of Bennett
18 Park was exchanged for an approximately 1.62 acre parcel of District property that featured a fully
19 developed baseball field. The exchanged parcels were substantially equal in size. This followed a
20 similar transfer in 1998, where the District acquired approximately 3,180 square feet of property
21 from Bennett Park in exchange for approximately 9,173 square feet of District property, where
22 both parcels were flat, unimproved land. The District filed a Petition for Declaratory Relief in this
23 Court to affirm the validity of the land exchange in 2008. The Attorney General was duly made a
24 party to the proceeding. This Court granted the District's Petition. The Petition is attached as
25 Exhibit F and incorporated herein by this reference.

26 10. The District's assumption of holding, administering, and regulating Bennett Park
27 will benefit the public generally. The County and District both agree that the District is better
28 suited to handle the administration of Bennett Park by virtue of proximity to the Park. The District

1 can more promptly respond to any issues arising at Bennett Park because it already oversees the
2 adjacent high school. This ultimately reduces public expenditures through speedy fulfillment of
3 Bennett Park's needs and improves the public services offered at the park. Indeed, the District
4 already funds maintenance of the Park on behalf of the County. The District is simply in the best
5 position to ensure the purposes of Bennett Park can be fulfilled.

6 11. The District's assumption of holding, administering, and regulating Bennett Park
7 is in harmony with the provisions of the 1924 Grant. The District is also in the best position to
8 construct further improvements to the recreational facilities offered at the Park, which is mutually
9 beneficial to both students at EDHS and the public of El Dorado County at large. The District shall
10 abide by the restrictions enumerated in the 1924 Grant and ensure the Park's recreational purposes
11 are fulfilled. Additionally, the District shall abide by the 1924 Grant's prohibitions regarding the
12 construction of school, residential, and commercial buildings.

13 12. A good faith actual controversy has arisen and now exists between District and
14 County concerning the transfer of Bennett Park. The County contends that it holds the property in
15 fee subject to a restrictive covenant, and may not have the authority to transfer ownership of the
16 property to another public entity absent a court procedure wherein the Attorney General is made a
17 party in accordance with Government Code §§ 12580 et seq. District hereby requests that the court
18 issue a judicial determination of the parties' respective rights and duties prior to transferring the
19 property as described herein. A judicial declaration is necessary and appropriate at this time in
20 order for District to resolve the uncertainty regarding the procedure by which County can transfer
21 the Park to the District given the 1924 Deed's restrictive covenants, and to resolve with finality
22 the District's rights and responsibilities regarding any future transfers of the Park.

23 13. Following a declaration of rights by the court, the District and County intend to
24 enter into negotiations for an agreement wherein the Park is transferred for valid consideration.

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WHEREFORE, Petitioner prays for judgment as follows:

1. For a declaration that the County of El Dorado, as holder of the Bennett Park property in public trust, may validly transfer to the District the property described in Exhibit A under the same terms and conditions as established by the Marcus P. Bennett Indenture through this court procedure involving the Attorney General pursuant to Government Code §§ 12580 et seq.

2. For such other and further relief as the court may deem proper.

Respectfully submitted,

GIRARD EDWARDS
STEVENS & TUCKER LLP

Date: February 2, 2021

By:



Omer A. Khan
Michael Tucker
Attorneys for Petitioner
El Dorado Union High School District

VERIFICATION

I, ROBERT WHITTENBERG, declare that:

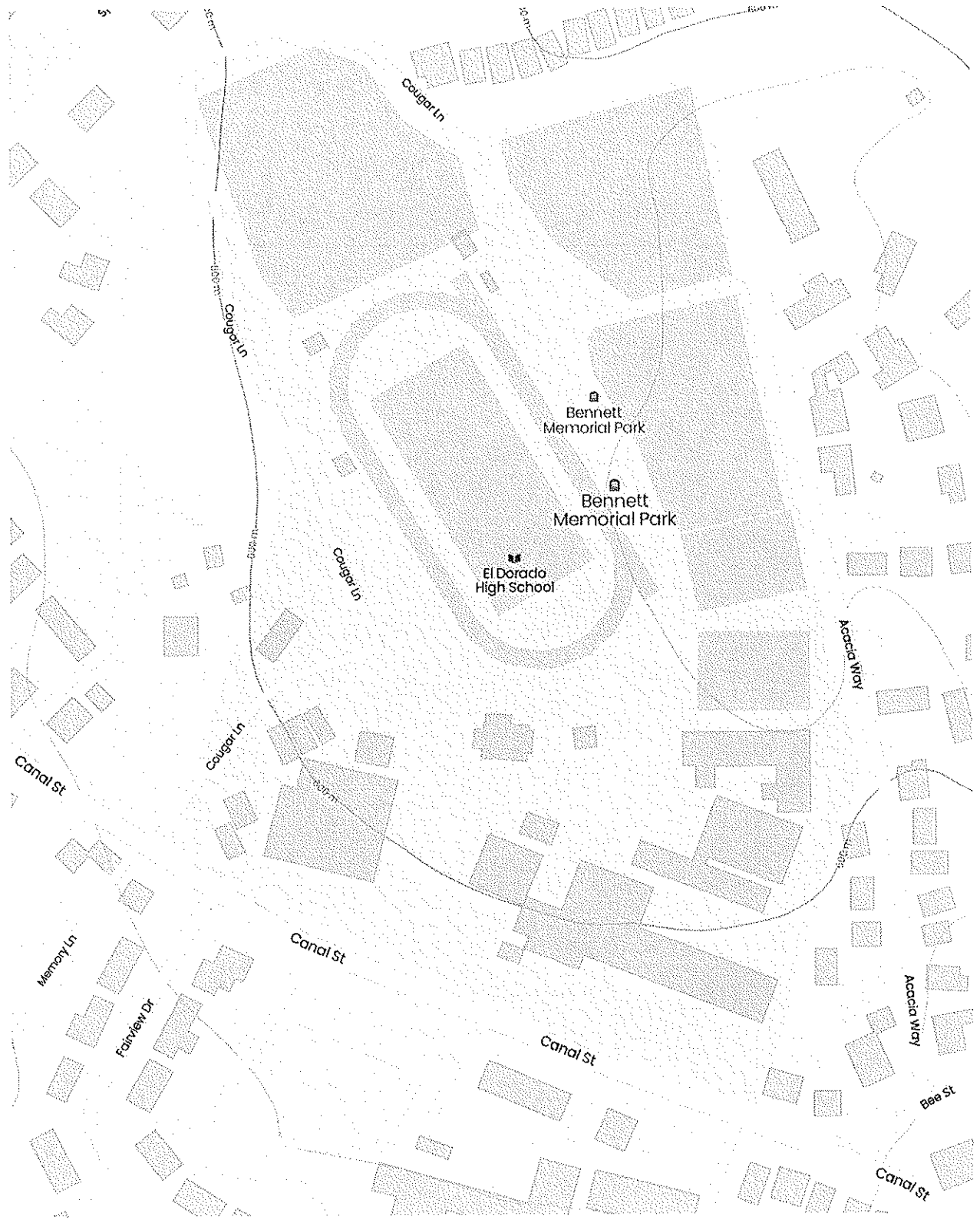
I am the Assistant Superintendent of El Dorado Union High School District and am authorized to make this Verification for and on behalf of said District. I have read the foregoing Petition for Declaratory Relief and know the contents thereof. The same is true of my own knowledge, except as to those matters that are stated on my information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this Verification was executed on

February 1, 2021, in Placerville, California.



Robert Whittenberg
Assistant Superintendent, Business Services
El Dorado Union High School District

Exhibit A



All that certain real property located in the City of Placerville, County of El Dorado, State of California, being a portion of Lots 2, 3, 5 and 6 of Section 7, Township 10 North, Range 11 East, M.D.M., more particularly described as follows:

MARCUS P. BENNETT JR. MEMORIAL PARK LEGAL DISCRPTION

BEGINNING at a one (1") capped iron pipe along the Western boundary of Marcus P. Bennet Jr. Memorial Park described on Record of Survey recorded in the office of the El Dorado County Record, in Book 31 of Record of Surveys at page 33, said point also being the Southeast corner as described in an Individual Grant Deed Doc-2014-0013068-00 filed for record in the Office of the El Dorado County Recorder; thence along the Eastern boundary of said Grand Deed Doc-2014-0013068-00 and said Western boundary of Marcus P. Bennet Jr. Memorial Park the following two (2) courses; (1) North 18°54'24" West 19.13 feet; (2) North 17°09'30" West 493.24 feet to the Southeast corner Parcel No. 2 described in Grant Deed Doc-2001-0024904-00 filed for record in the Office of the El Dorado County Recorder; thence along the Eastern boundary of said Grant Deed Doc-2001-0024904-00 North 27° 02' 59" West 130.10 feet to the Southeast corner of Grant Deed Doc-2017-900165200003 filed for record in the office of the El Dorado County Recorder; thence along the Eastern boundary of said Grant Deed Doc-2017-900165200003 the following two (2) courses; (1) North 06° 18'57" West 83.01 feet; (2) North 14°44'01" East a distance of 27.46 feet to a three-quarter (3/4") capped iron pipe stamped "REC 18491" at the Southwest corner Tract 1, Record of Survey Book 19 at page 80; thence along the Southern boundary of said Tract 1 the following two (2) courses; (1) North 14°44'01" East 38.04 feet; (2) North 30°42'01" East 51.30 feet to a 1" capped iron pipe stamped "LS 2725" at the Southeast corner said Tract 1, said corner also being the Southwest corner of Record of Survey Book 6 at page 122; thence along the Southern boundary of said Record of Survey Book 6 at Page 122 the following four (4) courses; (1) North 45°33'01" East 49.80 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (2) North 63°42'01" East 47.58 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 26363"; (3) North 63°42'01" East 17.22 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (4) North 76°07'01" East 64.72 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 2725" at the Southeast corner said Record of Survey Book 6 at page 122, said corner also being the Southwest corner Parcel A, Amended Parcel Map Book 35 of Parcel Maps at page 36; thence along the Southwesterly boundary of said Parcel A the following four (4) courses; (1) South 82°54'48" East 22.37 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (2) South 82°54'48" East 36.28 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (3) South 59°39'38" East 85.60 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (4) South 44°02'13" East 2.80 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012" at the Northwest corner Parcel B said Amended Parcel Map Book 35 of Parcel Maps at Page 36, said corner also being the Northwest corner Lot 11, Village North Subdivision filed for record in Map Book H at Page 39, Document No. 78876; thence along the Western boundary of said Lot 11 the following three (3) courses; (1) South 44°02'13" East 45.81 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (2) South 33°31'10" East 48.60 to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (3) South 27°57'07" East 48.05 feet one and one-half (1-1/2") inch capped iron pipe stamped "LS 4327-1990" at the Southeast corner said Lot 11; thence along the Southern boundaries of said Lot 11 and Lot 10 of said Village North Subdivision North 72°24'29" East 53.90 feet to a three-quarter (3/4") capped iron pipe along the Northern boundary of said Marcus P. Bennett Jr. Memorial Park; thence along said boundary of Marcus

P. Bennet Jr. Memorial Park the following nine (9) courses; (1) North 72°17'29" East 2.47 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwest corner of Lot 9, said Village North Subdivision; (2) North 72°17'29" East 38.00 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwest corner of Lot 8, said Village North Subdivision; (3) North 72°17'29" East 38.00 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwest corner of Lot 7, said Village North Subdivision; (4) North 72°17'29" East 5.90 feet; (5) North 72°17'29" East 240.68 feet to a one and one-half (1-1/2") inch capped iron pipe at the Southeast corner, said Village North Subdivision; (6) North 72°17'29" East 1.63 feet to a point from which bears the following two (2) monuments (1) a three-quarter (3/4") inch capped iron pipe North 72°17'29" East 0.17 feet, (2) a one and one-half (1-1/2") inch capped iron pipe stamped "EDHS 1"; (7) South 14°42'34" East 99.05 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (8) South 13°47'15" West 49.29 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (9) South 13°22'48" East 190.00 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the Northeast corner of Tract 1 described on said Record of Survey Book 31 at page 33; thence along the common boundary of said Tract 1 and said Marcus P Bennett Jr. Memorial Park the following six (6) courses; (1) South 77°17'33" West 198.75 feet; (2) South 17°31'57" East 553.11 feet; (3) South 49°07'03" West 8.98 feet; (4) North 80°35'31" West 159.53 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the beginning of a non-tangent curve to the Right with a radius of 175.00 feet, concave to the North, the radial to which bears South 44°37'51" East; (5) Westerly along the arc of said curve through a central angle of 96°08'25", an arch distance of 293.64 feet (said curve being subtended by a chord that bears North 86°33'38" West 260.39 feet) to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008"; (6) South 70°34'51" West 139.71 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" to the Western boundary of said Marcus P. Bennett Jr. Memorial Park; thence along said Westerly boundary North 19°25'06" West 94.08 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the Southwest corner of said Marcus P. Bennett Jr. Memorial Park; thence along the Western boundary of said Marcus P. Bennett Jr. Memorial Park North 19°25'06" West 94.06 feet to the point of beginning, containing an area of 12.978 acres, more or less.

TRACT 1 LEGAL DISCRIPTION

BEGINNING at a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the Northeast corner of Tract 1 described on Record of Survey recorded in the office of the El Dorado County Record, in Book 31 of Record of Surveys at page 33; thence along the boundary of said Tract 1 the following seventeen (17) courses: (1) South 13°22'48" East 27.01 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (2) North 77°57'01" East 18.55 feet to a three-quarter (3/4") inch capped iron pipe; (3) North 55°01'31" East 10.68 feet to a point from which a two and one-half (2-1/2") inch capped iron pipe bear North 56°29'22" East 21.27 feet; (4) South 14°42'34" East 10.55 feet to a one and one-half (1-1/2") inch capped iron pipe stamped "ECHS 15"; (5) South 12°42'27" East 672.14 feet; (6) South 18°08'57" West 18.94 feet to a three-quarter (3/4") inch capped iron pipe; (7) South 18°08'57" West 224.98 feet to a point from which a three-quarter (3/4") inch capped iron pipe stamped "REC26342" bears South 86°08'37" East 0.57 feet; (8) South 18°08'57" West 162.40 feet to a one-half (1-1/2") inch capped iron pipe stamped "ECHS 13"; (9) South 15°39'16" West 113.12 feet to a one-half (1-1/2") inch capped iron pipe stamped "ECHS 12"; (10) North 68°01'57" West 556.75 feet; (11) South

14°16'53" West 33.28 feet; (12) North 51°55'39" West 33.80 feet; (13) North 12°40'11" East 275.00 feet; (14) North 73°07'14" West 21.74 feet; (15) North 13°40'19" East 58.31 feet; (16) North 76°19'42" West 99.21 feet; (17) North 19°25'06" West 46.49 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the Southwest corner of Marcus P. Bennett Jr. Memorial Park described on said Record of Survey Book 31 at page 33; thence along the common boundary of said Tract 1 and said Marcus P Bennett Jr. Memorial Park the following six (6) courses; (1) North 70°34'51" East 139.71 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the beginning of a non-tangent curve to the Left with a radius of 175.00 feet, concave to the North, the radial to which bears South 51°30'34" East; (2) Easterly along the arc of said curve through a central angle of 96°08'25", an arch distance of 293.64 feet (said curve being subtended by a chord that bears South 86°33'38" East 260.39 feet) to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008"; (3) South 80°35'31" East 159.53 feet; (4) North 49°07'03" East 8.98 feet; (5) North 17°31'57" West 553.11 feet; (6) North 77°17'33" East 198.75 feet to the point of beginning, containing an area of 9.978 acres, more or less.

COMBINED OUTER BOUNDARY LEGAL DISCRIPTION

BEGINNING at a one (1") capped iron pipe along the Western boundary of Marcus P. Bennet Jr. Memorial Park described on Record of Survey recorded in the office of the El Dorado County Record, in Book 31 of Record of Surveys at page 33, said point also being the Southeast corner as described in an Individual Grant Deed Doc-2014-0013068-00 filed for record in the Office of the El Dorado County Recorder; thence along the Eastern boundary of said Grand Deed Doc-2014-0013068-00 and said Western boundary of Marcus P. Bennet Jr. Memorial Park the following two (2) courses; (1) North 18°54'24" West 19.13 feet; (2) North 17°09'30" West 493.24 feet to the Southeast corner Parcel No. 2 described in Grant Deed Doc-2001-0024904-00 filed for record in the Office of the El Dorado County Recorder; thence along the Eastern boundary of said Grant Deed Doc-2001-0024904-00 North 27° 02' 59" West 130.10 feet to the Southeast corner of Grant Deed Doc-2017-900165200003 filed for record in the office of the El Dorado County Recorder; thence along the Eastern boundary of said Grant Deed Doc-2017-900165200003 the following two (2) courses; (1) North 06° 18'57" West 83.01 feet; (2) North 14°44'01" East a distance of 27.46 feet to a three-quarter (3/4") capped iron pipe stamped "REC 18491" at the Southwest corner Tract 1, Record of Survey Book 19 at page 80; thence along the Southern boundary of said Tract 1 the following two (2) courses; (1) North 14°44'01" East 38.04 feet; (2) North 30°42'01" East 51.30 feet to a 1" capped iron pipe stamped "LS 2725" at the Southeast corner said Tract 1, said corner also being the Southwest corner of Record of Survey Book 6 at page 122; thence along the Southern boundary of said Record of Survey Book 6 at Page 122 the following four (4) courses; (1) North 45°33'01" East 49.80 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (2) North 63°42'01" East 47.58 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 26363"; (3) North 63°42'01" East 17.22 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (4) North 76°07'01" East 64.72 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 2725" at the Southeast corner said Record of Survey Book 6 at page 122, said corner also being the Southwest corner Parcel A, Amended Parcel Map Book 35 of Parcel Maps at page 36; thence along the Southwesterly boundary of said Parcel A the following four (4) courses; (1) South 82°54'48" East 22.37 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (2) South 82°54'48" East 36.28 to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (3) South 59°39'38" East 85.60 feet

to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (4) South 44°02'13" East 2.80 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012" at the Northwest corner Parcel B said Amended Parcel Map Book 35 of Parcel Maps at Page 36, said corner also being the Northwest corner Lot 11, Village North Subdivision filed for record in Map Book H at Page 39, Document No. 78876; thence along the Western boundary of said Lot 11 the following three (3) courses; (1) South 44°02'13" East 45.81 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (2) South 33°31'10" East 48.60 to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012"; (3) South 27°57'07" East 48.05 feet one and one-half (1-1/2") inch capped iron pipe stamped "LS 4327-1990" at the Southeast corner said Lot 11; thence along the Southern boundaries of said Lot 11 and Lot 10 of said Village North Subdivision North 72°24'29" East 53.90 feet to a three-quarter (3/4") capped iron pipe along the Northern boundary of said Marcus P. Bennett Jr. Memorial Park; thence along said boundary of Marcus P. Bennet Jr. Memorial Park the following nine (9) courses; (1) North 72°17'29" East 2.47 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwest corner of Lot 9, said Village North Subdivision; (2) North 72°17'29" East 38.00 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwest corner of Lot 8, said Village North Subdivision; (3) North 72°17'29" East 38.00 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwest corner of Lot 7, said Village North Subdivision; (4) North 72°17'29" East 5.90 feet; (5) North 72°17'29" East 240.68 feet to a one and one-half (1-1/2") inch capped iron pipe at the Southeast corner, said Village North Subdivision; (6) North 72°17'29" East 1.63 feet to a point from which bears the following two (2) monuments (1) a three-quarter (3/4") inch capped iron pipe North 72°17'29" East 0.17 feet, (2) a one and one-half (1-1/2") inch capped iron pipe stamped "EDHS 1"; (7) South 14°42'34" East 99.05 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (8) South 13°47'15" West 49.29 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (9) South 13°22'48" East 190.00 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the Northeast corner of Tract 1 described on said Record of Survey Book 31 at page 33; thence along the boundary of said Tract 1 the following seventeen (17) courses: (1) South 13°22'48" East 27.01 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (2) North 77°57'01" East 18.55 feet to a three-quarter (3/4") inch capped iron pipe; (3) North 55°01'31" East 10.68 feet to a point from which a two and one-half (2-1/2") inch capped iron pipe bear North 56°29'22" East 21.27 feet; (4) South 14°42'34" East 10.55 feet to a one and one-half (1-1/2") inch capped iron pipe stamped "ECHS 15"; (5) South 12°42'27" East 672.14 feet; (6) South 18°08'57" West 18.94 feet to a three-quarter (3/4") inch capped iron pipe; (7) South 18°08'57" West 224.98 feet to a point from which a three-quarter (3/4") inch capped iron pipe stamped "REC26342" bears South 86°08'37" East 0.57 feet; (8) South 18°08'57" West 162.40 feet to a one-half (1-1/2") inch capped iron pipe stamped "ECHS 13"; (9) South 15°39'16" West 113.12 feet to a one-half (1-1/2") inch capped iron pipe stamped "ECHS 12"; (10) North 68°01'57" West 556.75 feet; (11) South 14°16'53" West 33.28 feet; (12) North 51°55'39" West 33.80 feet; (13) North 12°40'11" East 275.00 feet; (14) North 73°07'14" West 21.74 feet; (15) North 13°40'19" East 58.31 feet; (16) North 76°19'42" West 99.21 feet; (17) North 19°25'06" West 46.49 feet to a three-quarter (3/4") inch capped iron pipe stamped "RCE 20462-2008" at the Southwest corner of said Marcus P. Bennett Jr. Memorial Park; thence along the Western boundary of said Marcus P. Bennett Jr. Memorial Park North 19°25'06" West 94.06 feet to the point of beginning, containing an area of 22.956 acres, more or less.

Exhibit B

State of California,

County of El Dorado

ss.

On this 31st day of October

in the year of our Lord one thousand nine hundred and FIFTY before me,
ERNST B. OPPENHEIMER

a Notary Public in and for the said County of El Dorado
State of California, residing therein, duly commissioned and sworn, personally appeared
MARY C. BENNETT

known to me to be the person described in and whose name is subscribed to the within
instrument, and acknowledged to me that she executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal
in said County of El Dorado
the day and year in this certificate first above written.

Ernst Oppenheimer

Notary Public in and for the
County of El Dorado, State of California.
My commission expires May 3, 1951

49 70

BERD

MARY C. BENNETT

TO

COUNTY OF EL DORADO

INDEXED
COMPALED

Dated October 3, 1950

Recorded at the Request of

Clark's Office

Nov. 21, 1950

at 40 min. past 2 o'clock P.M.

in Volume 289 of

Official Records

page 245

El Dorado
County Records

Ernst Oppenheimer

Recorder

By

Deputy Recorder

Clark's Office

FILLED
JAN 11 1951
V. H. BENSON, Clerk
V. H. Benson
Deputy

WHEREAS Marcus P. Bennett and Mary C. Bennett have, in the name and in memory of their deceased son, Marcus Percival Bennett, Jr., offered as a gift to the County of El Dorado, for the purpose of a common center for the people of said county for recreation, sports, social open air gatherings, entertainments, games and amusements, the real property commonly known as the "Race Track" or as "Recreation Park" and certain rights of way, all as particularly described in the written conveyance of said property this day tendered to this Board;

Now, therefore, recognizing the great value of such a common center and play-ground to the people of this county and appreciating the generous spirit which has prompted the gift, it is hereby resolved, by the Board of Supervisors of the County of El Dorado, that said gift be accepted on behalf of the County of El Dorado and said conveyance placed of record.

Passed and adopted as a resolution of the Board of Supervisors of the county of El Dorado, this 8th. day of July, A. D. 1924.

Chairman.

Clerk.

O. O. Sec. 1158.

1 THIS INDENTURE, made this 8th day of July, 1924, by and
2 between MARCUS P. BENNETT and MARY C. BENNETT, husband and wife, of
3 the City of Placerville, State of California, grantors, and
4 COUNTY OF EL DORADO, a body corporate and politic and one of the
5 counties of the State of California, grantee, WITNESSETH:
6 WHEREAS, the said grantors ^{Mary C. Bennett is} ~~are~~ now the owners of the real prop-
7 erty hereinafter described; and
8 WHEREAS, MARCUS PERCIVAL BENNETT, Jr., the dearly beloved son
9 of said grantors, was born on the 24th day of September, 1900, and
10 died on the 26th day of January, 1904; and
11 WHEREAS, the coming, life and passing of this child quickened
12 the sympathies and interest of said grantors in the sports and
13 pastimes of children and of youth generally, and enlarged their
14 interest in all mankind; and
15 WHEREAS, the premises hereinafter described are uniquely situat-
16 ed and are the most available and suitable for a common center for
17 the people of El Dorado County for recreation, sports, social open
18 air gatherings, entertainments, games and amusements; and
19 WHEREAS, the grantors desire, in the name and in memory of their
20 said son, to make said property perpetually available for use by the
21 people of said County of El Dorado for the purposes aforesaid;
22 NOW, THEREFORE, the said grantors, in consideration of the
23 premises herein set forth, and as a memorial to their said son herein
24 named, do by these presents give and grant unto the said COUNTY OF
25 EL DORADO all of that certain real property situated and being in the
26 County of El Dorado, State of California, and described as follows,
27 to wit: That certain piece or parcel of land commonly known as
28 the "Race Track" and sometimes as "Recreation Park", situated in
29 and being a portion of Lots two (2) and three (3) of section seven
30 (7), in township ten (10) north, of range eleven (11) east, Mount
31 Diablo base and meridian, and being particularly described as follows,

1 to wit: commencing at a fence post scribed "No. 9", from which the
2 northwest corner of the City of Placerville, in said county, bears
3 N. 44° 34' E. 980.83 feet, (said Northwest corner of said City being
4 identical with the northwest corner of the southeast quarter of north
5 west quarter of said section seven (7))--, and running thence from
6 said place of beginning as follows: S. 72° 23' W. 53.90 feet to a
7 fence post at the southwest corner of the lane leading from Coloma
8 Street, in said City, to the land here described and hereby granted;
9 thence N. 25° 26' W. 48.40 feet to fence post at northwest corner of
10 said lane; thence N. 35° 18' W. 48.60 feet; thence N. 43° 39' W.
11 48.60 feet; thence N. 89° 11' W. 85.60 feet; thence N. 70° 36' W.
12 55.65 feet; thence S. 76° 19' W. 64.72 feet; thence S. 63° 54' W.
13 64.80 feet; thence S. 45° 44' W. 49 feet; thence S. 30° 54' W. 51.80
14 feet; thence S. 14° 58' W. 65.50 feet; thence S. 6° 06' E. 83 feet;
15 thence S. 86° 51' E. 129.85 feet; thence S. 17° 21' E. 498.30 feet;
16 thence S. 19° 06' E. 159.70 feet; thence S. 27° 21' E. 16 feet;
17 thence S. 48° 26' E. 100 feet; thence S. 73° 08' E. 32.40 feet to a
18 cedar post scribed "No. 1" standing at the northwest corner of the
19 north entrance of lane leading from the Middletown road to the land
20 here described; thence from said last-mentioned post, S. 82° 51' E.
21 175 feet; thence N. 61° 21' E. 51.10 feet; thence N. 63° 54' E. 66.70
22 feet; thence N. 54° 54' E. 84.80 feet; thence N. 48° 31' E. 113.90
23 feet to southeast corner of tract here described; thence N. 17° 36'
24 W. 874.50 feet; thence N. 45° 06' W. 161.30 feet; and thence N. 27°
25 05' W. 49.80 feet to place of beginning, and containing 12.56 acres,
26 more or less. And also that certain right of way leading from the
27 above-described land to the highway known as the Middletown Road, the
28 said right of way being appurtenant to said land and constituting the
29 southerly entrance to the same, and being located on, over and across
30 that portion of Lot number three (3) of said section seven (7) de-
31 scribed as follows: commencing at the point marked by the cedar post

1 scribed "No. 1" hereinbefore mentioned and described, and running
2 thence S. 12° 24' W. 275 feet to said Middletown Road; thence S. 51°
3 36' E. along said road 34 feet; thence N. 14° E. 32.20 feet; thence
4 N. 14° 14' E. 261.50 feet to said Race Track lot; and thence N. 82°
5 51' W. 40 feet to place of beginning.

* 6 TO HAVE AND TO HOLD the said property for the free use thereof
7 by the people of said County of El Dorado solely for the said pur-
8 poses of recreation, sports, social open air gatherings, entertain-
9 ments, games and amusements, subject only to the following condi-
10 tions, to wit: Said property shall never be used for public camp
11 grounds, or for any commercial purpose, and no school building,
12 residence or dwelling-house, or any building for commercial purposes,
13 shall ever be erected or maintained thereon, provided, however, that
14 nothing herein contained shall be deemed to prohibit the erection or
15 maintenance of a suitable residence for a keeper or caretaker of said
16 property or a public club house for the use of the people of said
17 county.

18 All use of said property shall be under and subject to the
19 proper regulation and control of the Board of Supervisors of said
20 County of El Dorado, and shall at all times be free to the people of
21 said county, provided, however, that local clubs or organizations,
22 holding on conducting contested games or sports may be permitted to
23 charge such small admission fees as may be necessary to reimburse
24 them for their expenses in connection with such games or sports, the
25 amount of such admission fees to be fixed by the said Board of Super-
26 visors; and provided also, that circuses and other traveling shows
27 may be permitted to use said property for exhibition or show purposes
28 for such time and upon payment of such rental as the said Board of
29 Supervisors may prescribe.

30 The said grantors recommend, and express the hope, that no trees
31 now growing on said land be cut or removed at any time unless there

1 be great necessity for so doing.

2 For the purposes and subject to the conditions aforesaid, said
3 grantors do also give and grant to the said grantee, for use in con-
4 nection with the above-described property, a right of way, to be used
5 and exercised jointly with said grantors, their heirs or assigns, on,
6 over and along the following described piece or parcel of land, to-
7 wit: commencing at a fence post scribed "No. 1-C", standing on the
8 westerly boundary of Coloma Street, in the City of Placerville, in
9 said County of El Dorado, from which post the northwest corner of
10 said City bears N. 24° 45' W. 433.82 feet, and running thence from
11 said place of beginning as follows: S. 70° 46' W. 96.30 feet; thence
12 S. 72° 27' W. 248.91 feet; thence S. 76° 31' W. 178.10 feet; thence
13 S. 72° 53' W. 257.80 feet; thence S. 74° 42' W. 201.46 feet to the
14 "Race Track" lot; thence along the boundary of said last-named lot,
15 S. 25° 26' E. 48.40 feet; thence, following said boundary, N. 72° 25'
16 E. 53.90 feet; thence N. 72° 31' E. 327.11 feet, to the northwest
17 corner of a lot belonging to said grantors; thence, along the north-
18 erly boundary of said last-mentioned lot, N. 76° 28' E. 264.67 feet;
19 thence N. 72° 02' E. 338.46 feet to said Coloma Street; and thence,
20 along said street, N. 27° 47' W. 46.48 feet to place of beginning,
21 and being a portion of the northwest quarter of section 7, in town-
22 ship 10 north, of range 11 east, Mount Diablo base and meridian; the
23 said right of way last herein granted to be subject to the right of
24 the proper authorities to declare the piece or parcel of land last
25 above described a public highway.

26 IN WITNESS WHEREOF, the said grantors have hereunto set their
27 hands the day and year first above written.

28
29 Marcus P. Bennett

30
31 Mary C. Bennett

Exhibit C

1 AGREEMENT FOR MAINTENANCE AND OPERATION OF
2 BENNETT PARK

3 THIS AGREEMENT made and executed this 22nd day of
4 March, 1977, by and between the COUNTY OF EL DORADO,
5 a political subdivision of the State of California, hereinafter
6 called COUNTY, and the EL DORADO UNION HIGH SCHOOL DISTRICT, a
7 public district of the State of California, hereinafter referred to
8 as SCHOOL,

9 W I T N E S S E T H:

10 WHEREAS, County holds title to that certain real
11 property more particularly described in that certain Deed
12 executed by MARY C. BENNETT, a widow, First Party, to the COUNTY
13 OF EL DORADO, a Body Corporate, as Second Party, which said Deed
14 was recorded in Volume 289 of Official Records of the County
15 Recorder of the County of El Dorado, State of California, at
16 Page 245 on November 28, 1950; and

17 WHEREAS, MARCUS P. BENNETT and MARY C. BENNETT, husband
18 and wife, did make, execute and deliver a deed dated July 8,
19 1924, to the COUNTY, which said deed was accepted the 27th day
20 of October, 1960; and

21 WHEREAS, the said deed from MARCUS P. BENNETT and MARY
22 C. BENNETT contains certain covenants, terms and conditions regu-
23 lating and controlling the use of said BENNETT PARK; and

24 WHEREAS, pursuant to Section 16655 of the California
25 Education Code, County and School desire to enter into an agreement
26 under and by virtue of which School shall operate and maintain the

1 real property described in the aforementioned deed, being generally
2 known and referred to hereafter as BENNETT PARK, subject to the
3 terms and conditions hereinafter set forth; now, therefore,

4 IT IS HEREBY AGREED BETWEEN COUNTY AND SCHOOL AS FOLLOWS:

5 1. County does hereby lease to School and School does
6 hereby lease from County that certain portion of the real property,
7 together with improvements situate thereon, situate in the County
8 of El Dorado, State of California, generally known as BENNETT
9 PARK and more particularly described in the above referenced deed
10 for a period of fifty (50) years commencing at the date first
11 above written and subject to termination as hereinafter specified.

12 2. In consideration of the lease of the premises herein-
13 above described to School, School does hereby agree to assume,
14 undertake and carry out the sole and exclusive management and
15 control of the recreation program and facilities of said BENNETT
16 PARK and to do the things specified hereinafter in Paragraph 3.
17 In recognition of the fact that certain fees and charges may be
18 made for the use of the said BENNETT PARK facilities, it is hereby
19 agreed and provided that School shall fix any and all reasonable
20 charges it shall deem necessary for the use of the premises by
21 school activities or school related activities, students of the
22 said school, adult night-school programs, or any other activity
23 sponsored by School as the School shall deem reasonably necessary
24 to provide the proportionate reimbursement for expenses in
25 connection with the maintenance of said facilities for the
26 carrying on of said activities and further provided that not later

1 than the 10th day of ^{July} each and every year hereafter School shall
2 provide to the Board of Supervisors of County a full and complete
3 list of its purported charges for school-related activities and
4 the Board of Supervisors shall have the right to accept or
5 reject the same provided that any rejection shall be based solely
6 upon the ground that the fees charged are not reasonably necessary
7 to reimburse school for expenses in connection with the maintenance
8 of said facilities for said contest. In addition thereto, after
9 consultation with School, the Board of Supervisors of County shall
10 fix and determine on an annual basis not later than the 10th day of
11 July of each and every year hereafter a set of
12 rate and fee charges for any other activities or events which may
13 be held on the said facilities. Said charges so made shall be
14 payable to School and shall reasonably recompense School for the
15 costs of said sports activities, provided that nothing set forth
16 in the said rate charges shall require School to permit the
17 happening of said activity, it being agreed and understood that
18 School shall have the sole determination of scheduling and the
19 propriety of any activities to be carried on within School
20 subject to the terms and conditions of said hereinabove referred
21 to deeds and covenants of the Grantors. Except as herein
22 specified, School waives any rights it may have pursuant to
23 Section 16661 of the California Education Code.

24 3. During the term of this said lease agreement
25 School shall have sole responsibility for the maintenance of the
26 said BENNETT PARK without cost or charge to County, said main-

1 tenance to include but not be limited to turf management, building
2 maintenance, maintenance of playground equipment, road maintenance,
3 trash removal and maintenance of existing bleachers. All main-
4 tenance shall be that which is reasonably necessary to preserve
5 the condition of the said BENNETT PARK facility as an operating
6 sports facility for the uses which have hereinbefore been stated
7 at said facility and for which later improvements may be designed
8 and implemented.

9 4. During the term of this lease School shall have the
10 right to construct improvements on the said BENNETT PARK upon
11 condition that improvements permanently affixed to the said
12 real property shall not be in conflict with the provisions of the
13 said Bennett Deed as hereinabove set forth or an adopted master
14 plan as the same shall be amended. Any improvements permanently
15 installed upon the said real property shall become the property
16 of County, provided that portable buildings, bleachers, athletic
17 signs, recreational equipment, backstops and related items which
18 are affixed to the earth only for the purposes of providing
19 stability and which said structures would reasonably be deemed
20 to be trade fixtures of a recreational activity shall not be
21 deemed to become the property of County but shall remain the
22 property of School and in the event there should be any question
23 between School and County prior to the installation of any said
24 improvement, the said parties may enter into a written agreement
25 determining whether they shall be deemed to be a permanent improve-
26 ment or otherwise. Attached hereto, marked Exhibit "A" and

1 incorporated herein by reference is a full, true and complete
2 list of the temporary improvements deemed not to be permanent
3 improvements which exist now and shall remain the property of
4 School.

5 5. School agrees to assume responsibility for and
6 indemnify and save harmless the County, its officers, agents and
7 employees from any and all claims and causes of action arising
8 out of or in any way connected with the execution and/or perform-
9 ance of this lease.

10 6. That this lease shall not be assigned nor any portion
11 of the said BENNETT PARK be sublet by School without the prior
12 written consent of County.

13 7. This agreement constitutes the entire agreement
14 between the parties and this agreement shall not be modified,
15 altered or amended except by a writing signed by both parties
16 to this agreement.

17 8. This Lease may be terminated by mutual agreement
18 of the parties hereto at any time.

19 9. County does hereby agree that in the event of any
20 termination of this lease no improvements placed in the said
21 BENNETT PARK by School or under the auspices of School shall be
22 removed from the said BENNETT PARK premises.

23 10. The parties specifically acknowledge and agree
24 that notwithstanding any other provision hereof, by entry into
25 this agreement School shall have full authority for the maintenance
26 of discipline and order over the said premises known as BENNETT

1 PARK and shall and is hereby authorized to take any and all
2 reasonable steps to insure security thereof.

3 11. Notwithstanding any other provision hereof, it
4 is the intent of the parties that the said facilities shall be
5 made available to the public of El Dorado County, provided such
6 use by the general populace of El Dorado County shall not interfere
7 with School sponsored activities in the use of the facilities
8 and recreational and physical fitness activities of the said
9 School. Included within the term "populace of El Dorado County"
10 shall be any and all community service districts, recreational
11 districts, school districts, political subdivisions, clubs,
12 organizations, non-profit corporations, profit making corporations
13 and similar and related type entities, which may desire to use the
14 said premises and which shall meet the reasonable requirements
15 established.

16 12. It is specifically recognized and agreed that
17 School may and shall have the right to prepare reasonable regula-
18 tions governing the use of the said premises, which shall in no
19 way contradict or impair the covenants and conditions of the
20 Bennett deed and cause the same to be promulgated and published and
21 to operate for the reasonable regulation of use and enjoyment of
22 the said facility known as BENNETT PARK, provided that a copy
23 shall be provided to County and any amendment shall be forwarded
24 to County within thirty (30) days from the date of adoption thereof
25 by the Board of School.

26 13. The parties specifically acknowledge that the

1 consideration for the execution of this agreement is the undertaking
 2 by School of the obligations of maintenance, repair, security and
 3 operation as hereinabove set forth and County acknowledges that
 4 the consideration and benefit running to said County is the main-
 5 tenance of said facility subject to reasonable school use for
 6 the benefit of the people of El Dorado County.

7 IN WITNESS WHEREOF, the parties hereto have executed
 8 this Agreement on the day and year first above written.

9 COUNTY OF EL DORADO

EL DORADO UNION HIGH SCHOOL
 DISTRICT

10 By William H. [Signature]
 11 Chairman, Board of Supervisors

By [Signature]
 Executive Secretary to the Board

12 ATTEST:
 13 CARL A. KELLY, County Clerk
 and Ex-Officio Clerk to the
 Board

14 By [Signature]
 15 Deputy.

17 APPROVED AS TO FORM
 18 COUNTY COUNSEL'S OFFICE
 COUNTY OF EL DORADO

19 [Signature]
 20
 21
 22

DATE	COPIES SENT TO:
5-17-67	El Dorado Union High School Dist
"	County Counsel
"	Auditor/Comptroller
"	Purchasing

AGREEMENT FOR MAINTENANCE AND OPERATION OF
BENNETT PARK

EXHIBIT "A"

- 1 ea Booth, ticket
- 1 ea Bleachers, portable, affixed to earth for stability
- 3 ea Bleachers, portable, small, mobile
- 4 ea Benches, football team
- 2 ea Benches, with back
- 1 ea Scoreboard, football (two wooden poles and 2 metal poles)
Supporting structures, bleacher (not assembled)
- 1 ea Big Bertha
- 2 ea Goal posts, football

Exhibit D

COUNTY COUNSEL
DAVID A. LIVINGSTON

EL DORADO COUNTY
OFFICE OF
THE COUNTY COUNSEL

COUNTY GOVERNMENT
CENTER
330 FAIR LANE
PLACERVILLE, CA
95667
(530) 621-5770
FAX# (530) 621-2937

ASSISTANT COUNTY COUNSEL
JANETH D. SANPEDRO

SR. DEPUTY COUNTY COUNSEL
PAULA F. FRANTZ
KATHLEEN A. MARKHAM
ABIGAIL L. ROSEMAN
STEPHEN L. MANSELL



DEPUTY COUNTY COUNSEL
LAUREN C. BOWERS
BREANN M. MOEBIUS
BETH A. McCOURT
ROGER A. RUNKLE
SHARON CAREY-STRONCK
DANIEL S. VANDEKOOLWYK

November 23, 2020

VIA E-MAIL

Robert Whittenberg (rwhittenberg@eduhisd.k12.ca.us)
Assistant Superintendent, Business Services
El Dorado Union High School District
4675 Missouri Flat Road
Placerville, CA 95667

Re: Bennett Park

Dear Mr. Whittenberg:

At the request of counsel for the El Dorado Union High School District ("EDUHSD"), this letter is to confirm that the County of El Dorado ("County") has no objection to EDUHSD filing a petition with the court to authorize the transfer of ownership of the Bennet Park property from the County to EDUHSD, with the property to be held under the same terms and conditions set forth in the Marcus P. Bennett Indenture.

Very truly yours,

DAVID A. LIVINGSTON
County Counsel

By 
Janeth D. SanPedro
Assistant County Counsel

JDS/joy
cc: Omer A. Khan (khan@girardedwards.com)
Vickie Sanders, County Parks Manager

Exhibit E

Omer Khan

From: Diane Cragg <Diane.Cragg@doj.ca.gov>
Sent: Monday, June 8, 2020 12:36 PM
To: Omer Khan
Subject: RE: Bennett Park Trust Matter

Hi Mr. Khan,

I don't have any objections to El Dorado School District taking over the role of trustee for Bennett Park. Please send me a copy of the Petition once it is prepared.

Thank you,

Diane P. Cragg
Deputy Attorney General
California Department of Justice
Office of the Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
(415) 510-3836

From: Omer Khan <khan@girardedwards.com>
Sent: Friday, June 5, 2020 2:08 PM
To: Stephen Hung
Subject: Bennett Park Trust Matter

Hi Stephen,

I apologize for responding to your voice message so late. I just wanted to reach out to you regarding the Bennett Park Trust.

The Trust was created in 1924, naming El Dorado County as the trustee. I'm attaching the foundational document to this email.

Over the years, the Trust went through some amendments to facilitate land swaps. Today, the Park is located next to El Dorado High School, which is administered by our client, El Dorado Union High School District. The last amendment to the Trust happened in 2008; it was unopposed by the AG's office. I'm attaching the Petition for Declaratory Relief to this email as well.

What the County and the District would like to do now is for the District to assume the role of Trustee over the Park. The District is in a superior position to the County to oversee administration of the Park, the District already pays for the maintenance of the Park, and the District can ensure the Trust's purposes can be best fulfilled. The current usage of the Park will not be changed.

We wanted to invite the AG's office for comments before filing a petition to transfer Trusteeship. Feel free to contact me here or by phone and we can discuss further.

Best,

Omer A. Khan

Attorney at Law

8801 Folsom Blvd., Ste. 285, Sacramento, CA 95826

Tel: (916) 706-1255 Fax: (916) 706-2672

E-mail: khan@girardedwards.com



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Omer Khan

From: Diane Cragg <Diane.Cragg@doj.ca.gov>
Sent: Thursday, January 14, 2021 12:46 PM
To: Omer Khan
Subject: RE: Bennett Park Trust Matter

Hi Omer,

I have reviewed the documents you intend to file, and I have no objection to the Petition.

Thank you,

Diane P. Cragg
Deputy Attorney General
California Department of Justice
Office of the Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
(415) 510-3836

From: Omer Khan <khan@girardedwards.com>
Sent: Wednesday, January 13, 2021 4:15 PM
To: Diane Cragg <Diane.Cragg@doj.ca.gov>
Subject: RE: Bennett Park Trust Matter

Dear Diane,

Thank you for your patience. Please see the attached petition and exhibits we plan to file in El Dorado County Superior Court.

Best,

Omer A. Khan
Attorney at Law



From: Diane Cragg <Diane.Cragg@doj.ca.gov>
Sent: Monday, June 8, 2020 12:36 PM
To: Omer Khan <khan@girardedwards.com>
Subject: RE: Bennett Park Trust Matter

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Diane P. Cragg
Deputy Attorney General
California Department of Justice
Office of the Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
(415) 510-3836

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Sent: Friday, June 5, 2020 2:08 PM

To: Stephen Hung

Subject: Bennett Park Trust Matter

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We wanted to invite the AG's office for comments before filing a petition to transfer Trusteeship. Feel free to contact me here or by phone and we can discuss further.

Best,

Omer A. Khan

Attorney at Law

8801 Folsom Blvd., Ste. 285, Sacramento, CA 95826

Tel: (916) 706-1255 Fax: (916) 706-2672

E-mail: khan@girardedwards.com



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Exhibit F

1 The Wright Law Office
William M. Wright (SBN 95651)
2 3461 Robin Lane, Suite 3
3 Cameron Park, CA 95682
(530) 676-8096

4 Attorney for Petitioner
5 El Dorado Union High School District

EL DORADO CO. SUPERIOR CT.

FILED JUN 24 2008
BY M. Thompson
Deputy

6
7
8
9 SUPERIOR COURT OF CALIFORNIA
COUNTY OF EL DORADO

10
11
12 EL DORADO UNION
HIGH SCHOOL DISTRICT,

13 Petitioner,

14
15 v.

16 COUNTY OF EL DORADO, OFFICE OF
17 THE ATTORNEY GENERAL OF THE
STATE OF CALIFORNIA, and
18 Does 1 through 10, inclusive,

19 Respondents.
20 _____/

Case No. **PC 20080371**

**PETITION FOR
DECLARATORY RELIEF**

[C.C.P. Section 1060]

Unlimited
Date: 8.7.08
Time: 9:00
Dept: 9

21 PETITIONER, EL DORADO UNION HIGH SCHOOL DISTRICT ALLEGES:

22 1. At all times herein mentioned, Petitioner, El Dorado Union High School
23 District ("District"), is a public high school district providing public education to high
24 school students within its boundaries. The District operates nine high schools, including
25 El Dorado High School located at 561 Canal Street, Placerville, California, which is
26 immediately adjacent to the property known as Bennett Park.

27 2. The County of El Dorado is a political subdivision of the State of California and
28 is the owner and administrator of Bennett Park.

1 3. On or about July 8, 1924, Marcus P. Bennett and Mary C. Bennett, husband
2 and wife, granted to the County of El Dorado certain real property for the benefit of the
3 people of El Dorado County in memory of their young son, Marcus P. Bennett, Jr. The
4 grant provides in pertinent part that the property is granted to the County:

5 TO HAVE AND TO HOLD the said property for the free use thereof by the
6 people of said County of El Dorado solely for the said purposes of recreation,
7 sports, social open air gatherings, entertainment, games and amusements,
8 subject only to the following conditions, to wit: Said property shall never be
9 used for public camp grounds, or for any commercial purpose, and no school
10 building, residence or dwelling-house, or any building for commercial
11 purposes, shall ever be erected or maintained thereon, provided, however,
12 that nothing herein contained shall be deemed to prohibit the erection or
13 maintenance of a suitable residence for a keeper or caretaker of said property
14 or a public club house for the use of the people of said county.

15 The Grant is recorded in Book 99, Page 358, of the Official Records of El Dorado
16 County.

17 4. The High School District has received funding to construct a culinary arts
18 training institute as a part of El Dorado High School. The most favorable location for the
19 culinary institute building is on a portion of the Bennett Park property adjacent to the high
20 school, consisting of approximately 1.62 undeveloped acres. In exchange for that
21 undeveloped property, the District proposes to grant to the County of El Dorado, as owner
22 and administrator of Bennett Park, approximately 1.62 acres of District property including
23 a fully developed baseball field. The properties to be exchanged are substantially equal in
24 size.

25 5. The California State Attorney General is charged with responsibility of
26 enforcing and supervising all charitable corporations, unincorporated associations,
27 trustees, and other legal entities holding property for charitable purposes, under
28 Government Code §§ 12580 et seq. Pursuant to Government Code § 12591, the Attorney
General has been made a party herein. The State Attorney General's Office does not
oppose the proposal to amend the boundaries of the Bennett Park property.

 6. A copy of the legal description of the property to be granted by the District to
the County of El Dorado is set forth in Exhibit "A" and a map depicting that property is

1 set forth in Exhibit "B," both incorporated herein by this reference. Petitioner El Dorado
2 Union High School District is the owner of the property described in Exhibit "A."

3 7. A copy of the legal description of the property to be granted by the County of
4 El Dorado to the District is set forth in Exhibit "C" and a map depicting that property is set
5 forth in Exhibit "D," both of which are incorporated herein by this reference. Respondent
6 County of El Dorado is the owner and administrator of the property described in Exhibit
7 "C."

8 8. A copy of the Indenture from Marcus P. Bennett and Mary C. Bennett,
9 Grantors, to the County of El Dorado, Grantee, dated July 8, 1924, recorded in Book 99,
10 Page 358 of the Official Records of El Dorado County, is attached as Exhibit "E," and
11 incorporated herein by this reference.

12 9. The property to be granted by the District to El Dorado County, as
13 administrator of Bennett Park, includes a good quality, fully developed baseball diamond,
14 with bleachers and fencing, which were installed at the District's expense. The baseball
15 field is commonly used by the public, including the Little League. Ownership of the
16 baseball field will enhance the Park's recreational value, in keeping with the wishes of the
17 Grantors as expressed in the Indenture, who envisioned "local clubs or organizations
18 holding or conducting contested games or sports" on the property.

19 10. The property to be acquired by the District is unimproved and likely to remain
20 so due to lack of funding, if it were to remain part of the Park. It is currently of little
21 recreational value. After it is developed by the District as a culinary arts center, it will
22 benefit the public and the Park by providing a dining facility adjacent to the Park, in
23 keeping with the Grantors' expressed idea of a "club house" located at the Park. The
24 building's location will also provide a buffer between Bennett Park and El Dorado High
25 School.

26 11. The proposed exchange of property is in harmony with the overall original
27 purpose and intent of the Marcus P. Bennett Jr. memorial grant because it provides
28 enhanced recreational value to Bennett Park, consistent with the terms of the grant.

1 12. The proposed exchange of property will benefit the public generally by
2 allowing efficient use of both properties. The public will receive a fully improved baseball
3 diamond, and will also have access to the dining facility of the culinary arts institute, which
4 will augment Bennett Park's usefulness. The exchange will reduce the expenditure of
5 public funds that otherwise would be spent to construct a culinary arts institute in a less
6 favorable and more expensive location at El Dorado High School.

7 13. The State Attorney General, as *parens patriae*, represents the people of the State
8 of California, who are the ultimate beneficiaries of the assets of a charitable grant. The
9 Marcus P. Bennett Jr. memorial grant is a charitable grant for the use of the people of El
10 Dorado County, California. Petitioner has corresponded with the State Attorney General's
11 Office to determine its position relative to the exchange of such property and whether the
12 exchange would be consistent with the laws regulating the establishment and enforcement
13 of grants for public charitable purposes. Kelvin Gong, Deputy Attorney General, has
14 indicated that the California Attorney General is not opposed to the exchange.

15 14. Both the District Board of Trustees and the El Dorado County Board of
16 Supervisors have adopted resolutions in support of the exchange, copies of which are
17 attached as Exhibits "F" and "G" respectively, and incorporated herein by this reference.

18 15. A similar exchange of property was accomplished in 1998, when the District
19 acquired approximately 3,180 square feet of property from Bennett Park in exchange for
20 approximately 9,173 square feet of District property. Both parcels were flat, unimproved
21 land. The District benefitted by obtaining property for a high school wrestling room, and
22 Bennett Park benefitted by its approximately 6,000 square foot expansion. In that case, a
23 Judicial Order to Amend the Boundaries of Bennett Park was signed by Judge Eddie T.
24 Keller on December 7, 1998. The current proposal to exchange property is similar, in that
25 the District and the Park, and ultimately the public, will benefit by the exchange, and
26 because the exchange is in harmony with the intent and wishes of the original Grantors.

27 16. An actual controversy has arisen and now exists between Petitioner and
28 Respondent County of El Dorado concerning their respective rights and duties. Petitioner

1 contends that Respondent County of El Dorado, as administrator of Bennett Park, may take
2 action consistent with the original purpose and intent of the grant that will benefit the
3 grant property, and further contends that conveyance by the administrator of the property
4 described in Exhibit "C" to Petitioner, free and clear of the restrictions under the grant, in
5 exchange for the transfer to the public of the property described in Exhibit "A," is an
6 authorized act of the administrator, in keeping with the original terms of the grant.
7 Respondent County of El Dorado contends that it may not have the authority to transfer
8 the property described in Exhibit "C" for a use that may be inconsistent with the grant.

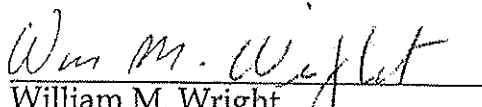
9 17. Petitioner and Respondents desire a judicial determination of their rights and
10 duties prior to exchanging the property as described herein. A judicial declaration is
11 necessary and appropriate at this time in order for Petitioner to determine whether it will
12 be able to use the property described in Exhibit "C" to construct a culinary arts training
13 institute, in the event Petitioner conveys the property described on Exhibit "A" to the
14 County of El Dorado for the enhancement of Bennett Park.

15 WHEREFORE, Petitioner prays for judgment as follows:

16 1. For a declaration that the County of El Dorado, as owner and administrator of
17 the Bennett Park property, may transfer to the District the property described in Exhibit
18 "C," free and clear from the restrictions and conditions set forth in the Marcus P. Bennett
19 Indenture, in exchange for the property described in Exhibit "A," to be granted by the
20 District to the County of El Dorado, and to be held by the County under the same terms
21 and conditions as established by the Marcus P. Bennett Indenture.

22 2. For such other and further relief as the court may deem proper.

23 Dated: June 24, 2008

24 
25 William M. Wright
26 Attorney for Petitioner
27
28

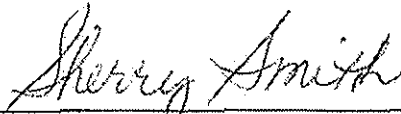
1 VERIFICATION

2 I, SHERRY SMITH, declare that:

3 I am the Superintendent of El Dorado Union High School District and am
4 authorized to make this Verification for and on behalf of said District. I have read the
5 foregoing Petition for Declaratory Relief and know the contents thereof. The same is
6 true of my own knowledge, except as to those matters that are stated on my
7 information and belief, and as to those matters I believe them to be true.

8 I declare under penalty of perjury under the laws of the state of California that
9 the foregoing is true and correct and that this Verification was executed on

10 June 24, 2008, at Cameron Park, California.

11 

12 SHERRY SMITH
13 Superintendent of El Dorado Union School District

EXHIBIT A

BOUNDARY LINE ADJUSTMENT EDUHSD to EDC

All that certain real property located in the City of Placerville, County of El Dorado, State of California, being a portion of Lots 5 and 6 of Section 7, Township 10 North, Range 11 East, M.D.M., also being a portion of that certain tract of land described in that Grant Deed from Josephine Perry and Charles C. Perry to the El Dorado County High School District, that filed for record in the Office of the El Dorado County Recorder, in Book 108 of Official Records, at page 489, hereinafter referred to as EDUHSD tract, more particularly described as follows:

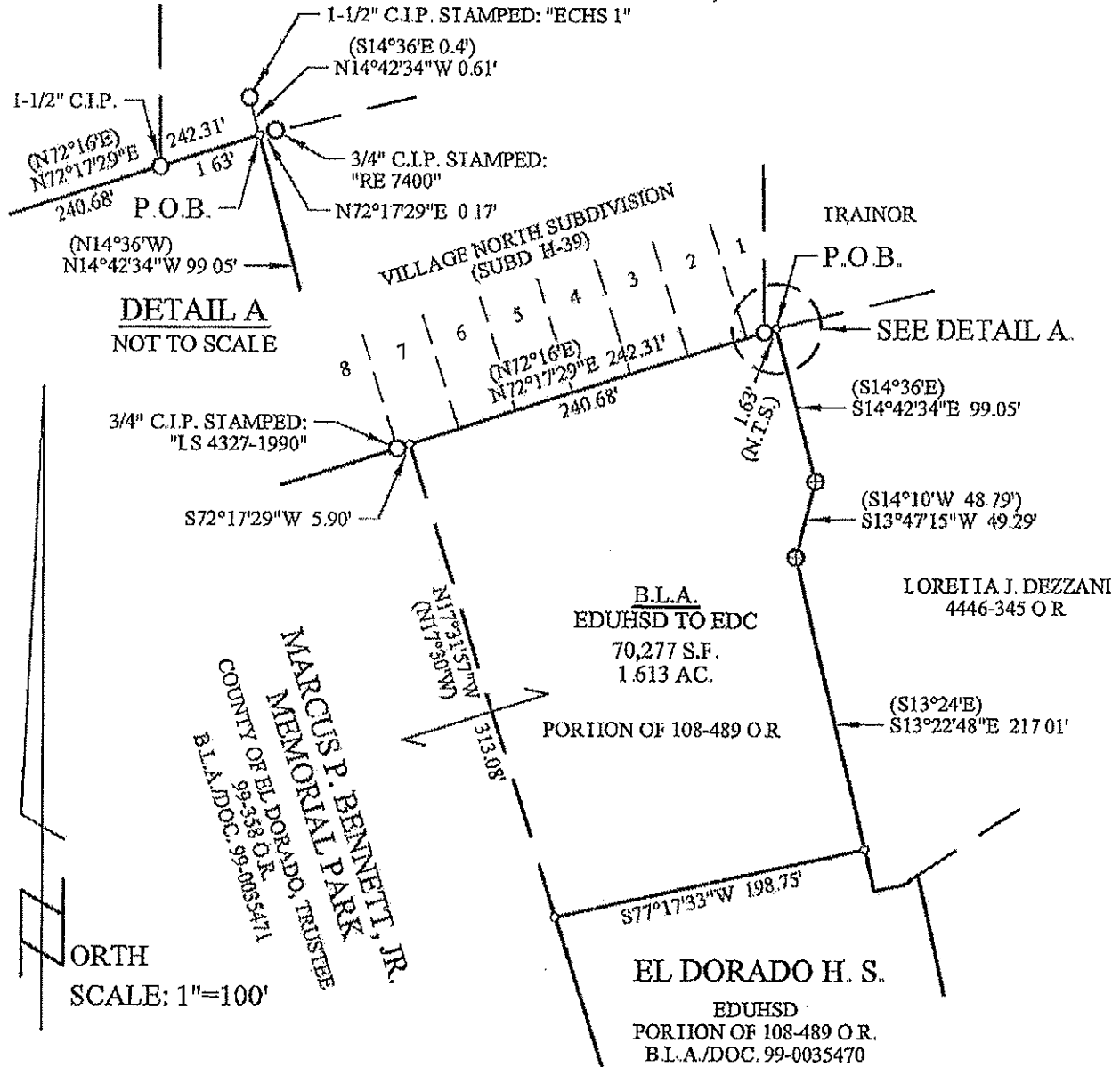
BEGINNING at the Northeasterly corner of the herein described tract land, a point in the Westerly boundary of that certain parcel of land described in that Affidavit of Surviving Joint Tenant that filed for record in the Office of the El Dorado County Recorder on April 3, 1995, in Book 4446 of Official Records, at Page 345, hereinafter referred to as Dezzani parcel, from which a one and one-half (1-1/2") inch capped iron pipe stamped "ECHS 1" bears North 14°42'34" West 0.61 feet (cited as South 14°36' East 0.4 feet) and from which a three-quarter (3/4") inch capped iron pipe stamped "RE 7400" bears North 72°17'29" East 0.17 feet; thence from said POINT OF BEGINNING, Southerly along the Westerly boundary of said Dezzani parcel the following three (3) courses: (1) South 14°42'34" East (cited as South 14°36' East) 99.05 feet to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; (2) South 13°47'15" West 49.29 feet (cited as South 14°10' West 48.79 feet) to a three-quarter (3/4") inch capped iron pipe stamped "LS 3012-1976"; and (3) South 13°22'48" East (cited as South 13°24' East) 190.00 feet; thence, leaving the Westerly boundary of said Dezzani parcel, South 77°17'33" West 198.75 feet to that certain course in the boundary of said EDUHSD tract, cited as bearing South 17°30' East 675.6 feet; thence, Northerly along said course and the Northerly extension thereof, North 17°31'57" West 313.08 feet to the Northerly boundary of said EDUHSD tract, a point from which a three quarter (3/4") inch capped iron pipe stamped "LS 4327-1990" at the Southwesterly corner of Lot 7, as said lot is shown on the plat of Village North Subdivision, which filed for record in the Office of the El Dorado County Recorder on December 11, 1990, in Book H of Maps, at Page 39; thence, Easterly along the Northerly boundary of said EDUHSD tract, North 72°17'29" East (cited as North 72°16' East) 240.68 feet to a one and one-half (1-1/2") inch capped iron pipe at the Southeast corner of Lot 1, as said lot is shown on the plat of said Village North Subdivision; thence, continuing Easterly along the Northerly boundary of said EDUHSD tract, North 72°17'29" East 1.63 feet to the point of beginning, containing 1.613 acres, more or less.

A Portion of A.P.N. 001-091-25

**BOUNDARY LINE ADJUSTMENT
EDUHSD to EDC**

A PORTION LOTS 5 & 6 OF SECTION 7, T. 10 N., R. 11 E., M.D.M.
CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA

GENE E. THORNE & ASSOCIATES, INC.



**DETAIL A
NOT TO SCALE**

SEE DETAIL A.

**ORTH
SCALE: 1"=100'**

LEGEND:

- COMPUTATION POINT
- MONUMENT AS SHOWN
- ⊕ 3/4" C.I.P. STAMPED: "LS 3012-1976"
- () RECORD DATA
- EDC EL DORADO COUNTY
- EDUHSD EL DORADO UNION HIGH SCHOOL DISTRICT



Gene E. Thorne
GENE E. THORNE, RCE 20462
REG EXP DATE: 09/30/09

ASSESSOR'S PARCEL: 001-091-25

EDUHSD BLA1 - Exhibit B.dwg

EXHIBIT C

BOUNDARY LINE ADJUSTMENT EDC to EDUHSD

All that certain real property located in the City of Placerville, County of El Dorado, State of California, being a portion of Lots 2 and 3 of Section 7, Township 10 North, Range 11 East, M.D.M., also being a portion of that certain tract of land described in that Grant Deed from Marcus P. Bennett and Mary C. Bennett to the County of El Dorado, that filed for record in the Office of the El Dorado County Recorder, in Book 99 of Official Records, at page 358, hereinafter referred to as EDC tract, more particularly described as follows:

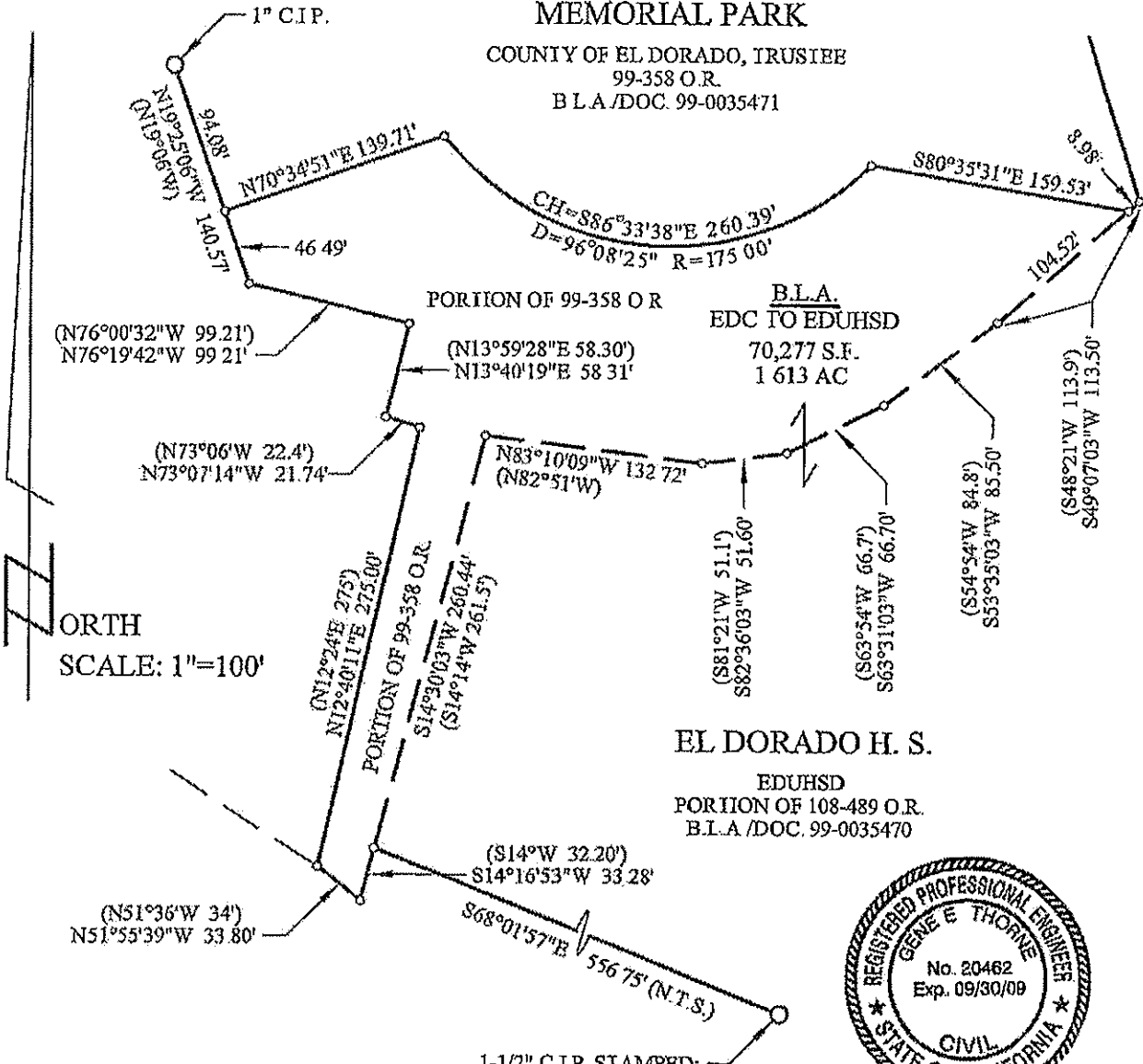
BEGINNING at a point in that certain course in the Westerly boundary of said EDC tract cited as bearing South 19°06' East 159.70 feet, from which a one (1") inch capped iron pipe at the Northerly terminus thereof, bears North 19°25'06" West 94.08 feet; thence, from said POINT OF BEGINNING and leaving the Westerly boundary of said EDC tract though the midst thereof, North 70°34'51" East 139.71 feet to the beginning of a non-tangent curve to the Left with a radius of 175.00 feet, concave to the North, the radial to which bears South 51°30'34" West; thence, Easterly along the arc of said curve through a central angle of 96°08'25", an arc distance of 293.64 feet (said curve being subtended by a chord that bears South 86°33'38" East 260.39 feet; thence, Easterly along a non-tangent line, South 80°35'31" East 159.53 feet to that certain course in the boundary of said EDC tract cited as bearing North 48°21' East 113.9 feet from which the Northeasterly terminus thereof bears North 49°07'03" East 8.98 feet; thence, along the boundary of said EDC tract the following nine (9) courses: (1) South 49°07'03" West (cited as South 48°21' West) 104.52 feet; (2) South 53°35'03" West 85.50 feet (cited as South 54°54' West 84.8 feet); (3) South 63°31'03" West 66.70 feet (cited as South 63°54' West 66.7 feet); (4) South 82°36'03" West 51.60 feet (cited as South 81°21' West 51.1 feet); (5) North 83°10'09" West (cited as North 82°51' West) 132.72 feet; (6) South 14°30'03" West 260.44 feet (cited as South 14°14' West 261.5 feet) to a point from which a one and one-half (1-1/2") inch capped iron pipe stamped "ECHS 12" bears South 68°01'57" East 556.75 feet; (7) South 14°16'53" West 33.28 feet (cited as South 14° West 32.20 feet); (8) North 51°55'39" West 53.80 feet (cited as North 51°36' West 34 feet); (8) North 12°40'11" East 275.00 feet (cited as North 12°24' East 275 feet); and (9) North 73°07'14" West 21.74 feet (cited as North 73°06' West 22.4 feet) to the Southeasterly corner of that certain tract of land described in that Grant Deed from the County of El Dorado as Trustee of the Marcus P. Bennett Memorial Park to the El Dorado Union High School District that filed for record in the Office of the El Dorado County Recorder on June 7, 1999, at Document Number 99-0035470 of Official Records, hereinafter referred as EDUHSD tract; thence, along the boundary of said EDUHSD tract the following two (2) courses: (1) North 13°40'19" East 58.31 feet (cited as North 13°59'28" East 58.30 feet); and (2) North 76°19'41" West (cited as North 76°00'32" West) 99.21 feet to the Westerly boundary of the afore said EDC tract; thence North 19°25'06" West (cited as North 19°06' West) 46.49 feet to the point of beginning, containing an area of 1.613 acres, more or less.

A Portion of A.P.N. 001-240-04

BOUNDARY LINE ADJUSTMENT
EDC to EDUHSD
A PORTION LOTS 2 & 3 OF SECTION 7, T. 10 N., R. 11 E., M.D.M.
CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA
GENE E THORNE & ASSOCIATES, INC.

MARCUS P. BENNETT, JR.
MEMORIAL PARK

COUNTY OF EL DORADO, TRUSTEE
 99-358 O.R.
 B.L.A./DOC. 99-0035471



LEGEND:

- COMPUTATION POINT
- MONUMENT AS SHOWN
- () RECORD DATA
- EDC EL DORADO COUNTY
- EDUHSD EL DORADO UNION HIGH SCHOOL DISTRICT



Gene E. Thorne
 GENE E. THORNE, RCE 20462
 REG EXP. DATE: 09/30/09

ASSESSOR'S PARCEL: 001-240-04

EDUHSD BLA2 - Exhibit B dwg

Deed

MARY C. BENNETT, a widow, *the first part*
Hereby Grant to COUNTY OF EL DORADO, a body corporate
and politic and one of the counties of the State of California,

the second part

All that Real Property situated in the

County of El Dorado, State of California

bounded and described as follows:

Commencing at a fence post scribed "No. 1-C", standing on the westerly boundary of Coloma Street, in the City of Placerville, in said County of El Dorado, from which post the northwest corner of said City bears N. 24° 45' W. 433.82 feet, and running thence from said place of beginning as follows: S. 70° 46' W. 96.30 feet; thence S. 72° 27' W. 248.91 feet; thence S. 76° 31' W. 178.10 feet; thence S. 72° 53' W. 257.80 feet; thence S. 74° 42' W. 201.46 feet to the "Race Track" lot; thence along the boundary of said last-named lot, S. 25° 26' E. 48.40 feet; thence, following said boundary, N. 72° 23' E. 53.90 feet; thence N. 72° 31' E. 327.11 feet, to the northwest corner of a lot belonging to said grantor; thence, along the northerly boundary of said last-mentioned lot, N. 76° 29' E. 264.57 feet; thence N. 72° 02' E. 338.46 feet to said Coloma Street; and thence, along said street, N. 27° 47' W. 45.48 feet to place of beginning, and being a portion of the northwest quarter of section 7, in township 10 north, of range 11 east, Mount Diablo Base and Meridian.

IN WITNESS WHEREOF *the first part* has executed this conveyance this

3rd day of October, 19 50

Mary C. Bennett

State of California,

County of El Dorado

ss.

On this 31st day of October

in the year of our Lord one thousand nine hundred and FIFTY, before me, ERNST B. OPPENHEIMER

a Notary Public in and for the said County of El Dorado State of California, residing therein, duly commissioned and sworn, personally appeared MARY C. BENNETT

known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal in said County of El Dorado the day and year in this certificate first above written.

Notary Public in and for the County of El Dorado, State of California. My commission expires May 3, 1951

Ernst B. Oppenheimer

10-29-50

Red

MARY C. BENNETT

TO

COUNTY OF EL DORADO

RECORDED & INDEXED

Dated October 3, 1950

Recorded at the Request of

Clark's Office

Nov 28, 1950

at 40 min. past 7 o'clock P.M.

in Volume 289 of

Official Records

page 245

El Dorado County Records

By

Recorder

By

Deputy Recorder

Clark's Office

FILLED JAN 11 1951

V. H. BENSON, Clerk Deputy

WHEREAS Marcus P. Bennett and Mary O. Bennett have, in the name and in memory of their deceased son, Marcus Percival Bennett, Jr., offered as a gift to the County of El Dorado, for the purpose of a common center for the people of said county for recreation, sports, social open air gatherings, entertainments, games and amusements, the real property commonly known as the "Race Track" or as "Recreation Park" and certain rights of way, all as particularly described in the written conveyance of said property this day tendered to this Board;

Now, therefore, recognizing the great value of such a common center and play-ground to the people of this county and appreciating the generous spirit which has prompted the gift, it is hereby resolved, by the Board of Supervisors of the County of El Dorado, that said gift be accepted on behalf of the County of El Dorado and said conveyance placed of record.

Passed and adopted as a resolution of the Board of Supervisors of the County of El Dorado, this 8th. day of July, A. D. 1924.

Chairman.

Clerk.

O. O. 888. 1158.

1 THIS INDENTURE, made this 8th day of July, 1924, by and
2 between MARCUS P. BENNETT and MARY C. BENNETT, husband and wife, of
3 the City of Placerville, State of California, grantors, and
4 COUNTY OF EL DORADO, a body corporate and politic and one of the
5 counties of the State of California, grantee, WITNESSETH:
6 WHEREAS, the said grantors ^{Mary C. Bennett is} ~~was~~ now the owners of the real prop-
7 erty hereinafter described; and
8 WHEREAS, MARCUS PERCIVAL BENNETT, Jr., the dearly beloved son
9 of said grantors, was born on the 24th day of September, 1900, and
10 died on the 26th day of January, 1904; and
11 WHEREAS, the coming, life and passing of this child quickened
12 the sympathies and interest of said grantors in the sports and
13 pastimes of children and of youth generally, and enlarged their
14 interest in all mankind; and
15 WHEREAS, the premises hereinafter described are uniquely situat-
16 ed and are the most available and suitable for a common center for
17 the people of El Dorado County for recreation, sports, social open
18 air gatherings, entertainments, games and amusements; and
19 WHEREAS, the grantors desire, in the name and in memory of their
20 said son, to make said property perpetually available for use by the
21 people of said County of El Dorado for the purposes aforesaid;
22 NOW, THEREFORE, the said grantors, in consideration of the
23 premises herein set forth, and as a memorial to their said son herein
24 named, do by these presents give and grant unto the said COUNTY OF
25 EL DORADO all of that certain real property situated and being in the
26 County of El Dorado, State of California, and described as follows,
27 to wit: That certain piece or parcel of land commonly known as
28 the "Race Track" and sometimes as "Recreation Park", situated in
29 and being a portion of Lots two (2) and three (3) of section seven
30 (7), in township ten (10) north, of range eleven (11) east, Mount
31 Diablo base and meridian, and being particularly described as follows,

1 to wit: commencing at a fence post scribed "No. 9" from which the
2 northwest corner of the City of Placerville, in said county, bears
3 N. 44° 34' E. 980.85 feet, (said northwest corner of said City being
4 identical with the northwest corner of the southeast quarter of north
5 west quarter of said section seven (7))-, and running thence from
6 said place of beginning as follows: S. 72° 23' W. 58.90 feet to a
7 fence post at the southwest corner of the lane leading from Coloma
8 Street, in said City, to the land here described and hereby granted;
9 thence N. 38° 28' W. 48.40 feet to fence post at northwest corner of
10 said lane; thence N. 33° 18' W. 48.80 feet; thence N. 43° 39' W.
11 48.80 feet; thence N. 69° 11' W. 85.60 feet; thence N. 70° 36' W.
12 85.60 feet; thence S. 76° 19' W. 64.72 feet; thence S. 63° 54' W.
13 64.80 feet; thence S. 45° 44' W. 49 feet; thence S. 30° 54' W. 51.30
14 feet; thence S. 14° 56' W. 65.60 feet; thence S. 6° 06' E. 83 feet;
15 thence S. 28° 51' E. 129.85 feet; thence S. 17° 21' E. 496.30 feet;
16 thence S. 19° 06' E. 159.70 feet; thence S. 27° 21' E. 16 feet;
17 thence S. 48° 26' E. 100 feet; thence S. 73° 06' E. 22.40 feet to a
18 cedar post scribed "No. 1" standing at the northwest corner of the
19 north entrance or lane leading from the Middletown road to the land
20 here described; thence from said last-mentioned post, S. 82° 51' E.
21 175 feet; thence N. 81° 21' E. 51.10 feet; thence N. 63° 54' E. 66.70
22 feet; thence N. 54° 54' E. 84.80 feet; thence N. 48° 21' E. 113.90
23 feet to southeast corner of tract here described; thence N. 17° 36'
24 W. 674.50 feet; thence N. 45° 06' W. 161.30 feet; and thence N. 27°
25 06' W. 49.80 feet to place of beginning, and containing 12.56 acres,
26 more or less. And also that certain right of way leading from the
27 above-described land to the highway known as the Middletown Road, the
28 said right of way being appurtenant to said land and constituting the
29 southerly entrance to the same, and being located on, over and across
30 that portion of lot number three (3) of said section seven (7) de-
31 scribed as follows: commencing at the point marked by the cedar post