

AMENDMENT 1 TO DEDICATION AGREEMENT

THIS AMENDMENT 1 TO DEDICATION AGREEMENT ("Amendment") 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, on January 25, 2022, the Board of Supervisors authorized the execution of a Dedication Agreement ("Agreement") whereby the Foundation would dedicate certain property to the County for development of a park project, described as a public park with active recreational facilities possibly including soccer fields, baseball/softball diamonds, a snack shack, playground, disc golf course, picnic area, hiking trails, and parking;

WHEREAS, the Agreement was fully executed by the Parties with an effective date of January 31, 2022, and, in accordance with the Agreement, the Foundation executed a Quitclaim Deed in favor of the County;

WHEREAS, the Parties now desire to amend the Agreement to (1) identify the Boys & Girls Club of El Dorado County Western Slope as the Foundation's designee to receive the Subject Property should the Foundation invoke the reversion clause of the Agreement and (2) extend the time period for the County to certify a CEQA document from April 25, 2023, to December 31, 2023.

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

- 1. Dedication.** Within thirty (30) days of the effective date of this Amendment, 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 Revised Exhibit A. Upon Board of Supervisors' certification of the California Environmental Quality Act ("CEQA") document for the Park Project no later than December 31, 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 December 31, 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's designee, the Boys & Girls Club of El Dorado County Western Slope, 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.

With the exception of the amendments noted herein, all other provisions of the Agreement shall remain in full force and effect.

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

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Chairman, Board of Supervisors

Dated: 3-7-23

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Dated: 3-7-23

-- MARSHALL FOUNDATION FOR COMMUNITY HEALTH --

By: Rebi Harton

Dated: 2/9/23

REVISED 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 January 31, 2022, and any amendments thereto. 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's designee, the Boys & Girls Club of El Dorado County Western Slope, 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 _____, 2023

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 LODGE 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 LODGE 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 404.80 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
SCA0000129.doc / Updated: 11.20.17

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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°36' EAST 416.71 FEET TO A CORNER OF FENCE POST MARKING THE SOUTHERLY TERMINUS OF SAID LINES.