

RECORDING REQUESTED BY:
FIRST AMERICAN CO.

9-14119

Recording Requested by
and Return to:

City Clerk
City of Rocklin
P. O. Box 1380
Rocklin, CA 95677

PLACER Co Recorder's Office
JIM MCCAULEY, County Recorder

DOC - 97-0049452-00

Check Number 1365aw

Wednesday, AUG 20, 1997 09:50:31

REC \$10.00 MIC \$3.00 AUT \$8.00

SBS \$7.00

Ttl Pd \$28.00

Nbr-0000062590

REC/R1/1-8

GRANT OF OPEN SPACE AND
CONSERVATION EASEMENT WITH COVENANTS
WHITNEY OAKS OAK TREE PRESERVE

1. CAL-STANFORD OAKS, LLC, hereinafter called "Grantor", hereby grants to the City of Rocklin, a municipal corporation, hereinafter called "Grantee", a perpetual open space and conservation easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit I, attached hereto and incorporated by reference herein. This property just described is hereinafter referred to as the "open space property". This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the open space property has significant value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the open space property in a condition that preserves its significant topographic features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the open space property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Property, including but not limited to fencing, except that the Open Space Property may be improved, and shall be maintained, with a trail system which may be comprised of boundary fencing, gates, and an all-weather surface suitable for bicycling and hiking and designed to provide access through portions of the

Open Space Property for public use as more fully described in City of Rocklin Resolution No. 96-86 approving Tentative Subdivision Map SD-95-03 which creates the Open Space Property parcel(s).

b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for installing, repairing and maintaining the trail system described in paragraph a., above; fire suppression and prevention, erosion control, thinning or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3(c) of this easement;

c. Enter upon the surface to mine, extract or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property; except as may be necessary or incidental to the contractor or maintenance of the trail system described in a.) above;

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for installation, repair, maintenance, and public safety surveillance of the trail system; fire suppression and prevention, thinning, landscaping, elimination of diseased growth or similar preventive measures; and

f. Permit any advertising of any kind to be located on any portion of the open space property.

3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

- NOT TO BE USED FOR RESALE
- a. The right to maintain all landscaping and terrain;
 - b. The right to exclude members of the public from trespassing upon the Open Space Property, except the Grantor shall allow public access to and use of the trail system described in paragraph 2(a) of this Easement, subject to reasonable rules and limitations as agreed to from time to time by Grantor and the City of Rocklin Community Development Director;
 - c. The right to cover the site with soil and landscaping subject to the prior approval of the City of Rocklin Community Development Director, which approval shall not be unreasonably withheld, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property;
 - d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the open space property and to restore and revegetate the open space property to the Director's satisfaction.
4. Grantor hereby grants to Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purpose of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.
5. Grantor hereby waives for itself, its successors in interest and assigns, all reimbursement or compensation for any improvements presently located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the

Open Space Property for fire and flood prevention, fire fighting, flood abatement and rodent and/or pest extermination.

6. The purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property, thereby preserving its topographic features, and to allow public use and enjoyment of the Open Space Property in its natural condition.

7. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

8. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them, and shall run with the land. Each of the stated purposes, terms, conditions, restrictions and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

9. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties hereto or any of the terms contained herein, the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

DATED: July 11, 1997

GRANTOR:

CAL-STANFORD OAKS, LLC
a California limited liability company
BY: LaDonna K. Monsees
LaDonna K. Monsees, Vice President

BY: Derek C. Thomas
Derek C. Thomas, Secretary

ATTEST:

LaDonna K. Monsees City Clerk

Page 4 of Exhibit A
to Reso. No. 97-2 6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

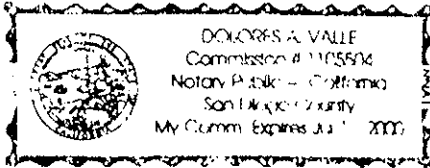
State of CALIFORNIA

County of SAN DIEGO

On July 11, 1997 before me, Dolores A. Valle
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LaDonna K. Monsees and Derek C. Thomas
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Dolores A. Valle
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: WHITNEY OAKS

Document Date: July 11, 1997 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: LaDonna K. Monsees

- Individual
- Corporate Officer
- Title(s): Vice President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Cal-Stanford Oaks, LLC

Signer's Name: Derek C. Thomas

- Individual
- Corporate Officer
- Title(s): Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Cal-Stanford Oaks, LLC

EXHIBIT I

Grant of Open Space and Conservation Easement with Covenants
Whitney Oaks Oak Tree Preserve

Parcels 11, 12, 13, 14, 15, 16 and 17 as shown on that plat of "Whitney Oaks Phase 1
Large Lot Subdivision" filed in Book 4 of Maps at Page 5, Placer County
Records, in the City of Rocklin, County of Placer, State of California.

Vail Engineering Corporation
Michael R. Dequine, LS 5614
License expires: 9-30-98

RESOLUTION NO. 97-206

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING GRANT OF OPEN
SPACE AND CONSERVATION EASEMENT WITH COVENANTS
WHITNEY OAKS OAK TREE PRESERVE
WHITNEY OAKS LARGE LOT SUBDIVISION UNIT 1

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds as follows:

A. Approval of the tentative subdivision map for Whitney Oaks (SD 95-03) was conditioned on, among other things, dedication of open space and conservation easements over portions of the real property included in the tentative map, which real property is shown and described in Exhibit A attached hereto and by this reference incorporated herein;

B. The subdivider wishes to file for record a final subdivision map for Whitney Oaks Large Lot Subdivision, Unit 1, and wishes to satisfy the above described condition by offering to grant to the City of Rocklin an open space and conservation easement with covenants in the form attached hereto as Exhibit A;

C. Preservation of the land as open space is consistent with the Rocklin General Plan; and

D. The preservation of land as open space is in the best interest of the City of Rocklin in that

1. The land is essentially unimproved, and if retained in its natural state, it has scenic value to the public and is valuable as a watershed and wildlife preserve;

2. The land, if retained as open space, will add to the amenities of living in the neighboring urbanized areas;

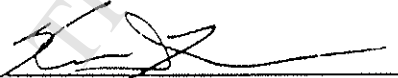
3. The instrument conveying the open space conservation easement to the City of Rocklin contains appropriate covenants to ensure that the public interest will be served in these ways.

Section 2. The City Council of the City of Rocklin accepts the grant of open space and conservation easement with covenants in the form attached as Exhibit A and by this reference incorporated herein.

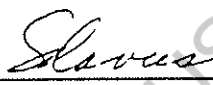
Section 3. The City Clerk is directed to record the easement in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 12th day August, 1997, by the following roll call vote:

AYES: Councilmembers: Magnuson, Lund, Cullivan, Yorde
NOES: Councilmembers: None
ABSENT: Councilmembers: Hill
ABSTAIN: Councilmembers: None


Ken Yorde, Mayor


ATTEST:



City Clerk

OSEMSC
05/27/97
e:/clerk/reso/treegose/AM:lm:8/12/97

The foregoing instrument is a
correct copy of the original document
as the same is in this office.

Attest: 

City Clerk, City of Rocklin