



City of Rocklin

Response to Questions

RFP to for Fire Station Architectural and Engineering Services

Questions published September 8, 2023

Question: Section 2.1.4: Please confirm that hourly rate schedules will satisfy the cost proposal requirement?

Answer: Hourly rate schedules may be provided, but proposals must include a cost proposal that for the total cost of the project.

Question: Section 2.2: Submittal Instructions state that our submittal package must include One (1) original and **three (4)** printed copies of your proposal. Can the city please confirm the number of copies of the proposal are required?

Answer: Four printed copies are needed.

Question: Section 4.2: Geotechnical engineering is typically a direct contract with the Owner. A direct contract limits potential liability and insurance issues. Is Geotechnical Engineering to be included in the scope of services?

Answer: It is expected that submitted proposals include Geotechnical Engineering.

Question: Section 4.2: Will the City contract with a Construction Management firm or utilize internal staff for construction management?

Answer: The City will determine whether the services of a construction management firm are needed closer to construction.

Question: Section 4.3: Is a lot line adjustment to be included in the scope of services?

Answer: No, the City will coordinate any lot line adjustments with the College.

Question: Section 4.3: The proposed site appears to be heavily wooded. Will the City contract for the services of an arborist?

Answer: The City will contract with an arborist if needed.

Question: Section 2.1: RFP states that the proposal should be bound or contained in a loose-leaf binder. Would it be acceptable to submit our proposal with a coil binding in lieu of a 3-ring binder?

Answer: Yes.

Question: Section 2.1.3. Section B: Experience and References states "Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last **five (7) years.**" Can the City please clarify whether you would like to see only projects within the last five (5) years or seven (7) years?

Answer: Please provide references within the past 7 years.

Question: Section 2.2 States Proposals shall be submitted no later than the time and date indicated on the cover page of this RFP. However no time is given on either the front cover or under the RFP Schedule on page 6. Can you please confirm what time the proposal is due by?

Answer: Proposals are due by 5:00 p.m. on Friday, September 22.

Question: Typically, the owner contracts directly for surveying and entitlement services. If these services are to be included within the architectural scope, can you please define the anticipated scope regarding entitlements and/or are there any mitigation requirements for the site?

Answer: The selected firm will be expected to provide all of the necessary construction documents. The City and College will do their due diligence in assessing the parcel for any mitigation requirements. These provisions are discussed in the attached property transfer agreement that is included in as exhibit A to this document.

Question: The RFQ notes environmental services but is unclear on why these services may be required. Are there known environmental mitigation requirements for the site? Typically, the owner contracts directly for these services as well and can cause some potential issues with our insurance carriers based on the environmental scope. Can you please clarify?

Answer: The City is not aware of any environmental mitigation measures needed at the site. Environmental review will be conducted per the attached property transfer agreement with the College (exhibit A).

Question: Page 11, Task 1 Site Information Gathering includes preparation of a geotechnical report of the site soil conditions for use in foundation and site development design and as required by permit authorities. Geotechnical Engineering is a discipline that compromises insurability for the design professional (A/E) under a professional liability insurance policy. In order to have access to professional liability coverage, in the event of design related claim, would the City consider contracting directly with the geotechnical engineer instead of making it a requirement of the selected architect?

Answer: This is expected to be in the proposal submitted.

Question: Would the City be willing to accept an Excess/Umbrella Liability policy in order to meet the \$2M limits required for Commercial General Liability? Our Excess/Umbrella Liability insurance policy supplements our Commercial General Liability policy to provide combined limits of \$6M each occurrence /\$7M general aggregate– please confirm that this satisfies the City of Rocklin’s CGL insurance requirement included in article 18 of the Contract for Services.

Answer: The City is willing to consider changes to the standard insurance requirements. Please submit such requests in the proposal.

Question: Is there any coordination required with the Community College District and planned Public Safety Facility?

Answer: The Public Safety Facility is not anticipated to be built in this location. If necessary, the City will coordinate with the College.

Question: How will the Fire Station Project be affected by the Community College's Master Plan which Identifies the proposed site as the future location of a Public Safety Training Center?

Answer: The public safety training facility is not anticipated to be built at this site.

Exhibit A

City-College Agreement (Fire Station and Conservation Properties)

This Agreement ("**Agreement**") is entered into on this ____ day of 8/31/2023, | 3:27 PM PDT 2023, by and between the City of Rocklin, a municipal corporation ("**City**") and Sierra Joint Community College District ("**College**"). This Agreement refers to the City and the College collectively as the "Parties" and singularly as a "Party".

Recitals

A. This Agreement is intended to further the cooperative partnership between the College and the City. The College owns land that is not contiguous to the College, upon which the City holds a conservation easement, which is not usable by the College for its purposes. The City is in need of a fire station site east of Interstate 80 in the City, and the College has a 1+ acre parcel of land that could satisfy the City's need.

B. More specifically, the College owns real property located in the City totaling approximately 3.5± acres designated as Assessor's Parcel Number 045-450-027, the location of which is shown on Exhibit A attached hereto and incorporated herein by reference ("**Conservation Property**"). The Conservation Property is subject to an open space and conservation easement granted to the City by Cresleigh Homes as part of its Cresleigh Sierra project in May 1995, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference ("**Conservation Easement**"). The College desires to transfer fee title to the Conservation Property to the City, subject to the terms and conditions of this Agreement, and the City desires to accept fee title pursuant to the terms and conditions of this Agreement.

C. Again, more specifically, the City desires to build a fire station in the City on the east side of Interstate 80 and the College owns an unutilized property on its campus which is well situated to serve as a fire station site. A rough depiction of the fire station site, the actual size and configuration of which is to be agreed upon by the Parties, is attached hereto as Exhibit C ("**Fire Station Property**"). The City desires to build a fire station on the Fire Station Property. The College agrees to transfer and the City agrees to accept fee title to the Fire Station Property pursuant to the terms and conditions of this Agreement. The Conservation Property and the Fire Station Property are sometimes hereinafter referred to individually a "**Property**," and collectively as the "**Properties**."

D. The City provides municipal and community facilities and services, including, public safety facilities and services, to City residents, businesses and institutions, one of which is the College.

E. In support of its educational mission, the Sierra College Board of Trustees has the authority to declare certain of its properties "surplus." At such time as the City is prepared to move forward with the funding and construction of the fire station on the Fire

Station Property, the College will complete all requirements in the Education and Government Codes with respect to the disposition of surplus property, to the extent applicable to the Conservation Property and Fire Station Property.

F. The relationship between the City and the College is of primary importance to the Parties, and both desire that this Agreement represent a renewed level of engagement and collaboration between the Parties.

Now, therefore, the Parties agree as follows:

Agreement

1. **Term/Transfer.** The term of this Agreement shall be five (5) years after the date upon which the last Party hereto executes this Agreement ("**Effective Date**"). The date upon which the City accepts fee title to the Properties is referred to herein as the "**Transfer Date.**"

2. **Conservation Property-Transfer of Fee Title.** The College shall transfer fee title to the Conservation Property to the City consistent with the terms of this Agreement. Prior to the Transfer Date, the Conservation Property shall be annexed into the City's Community Facilities Districts One ("**CFD-1**") and Five ("**CFD-5**"), without protest, by which College Park Parcels shall thereafter pay their respective fair shares for the annual maintenance of the Conservation Property. As used herein, the term "**College Park Parcels**" shall mean those parcels of property which are paying assessments under CFD-1 and/or CFD-5. Until such time as the transfer is made, the College will continue to maintain the property per the Conservation Easement, and CFD-1 and/or CFD-5 will assume all responsibility thereafter.

3. **Fire Station Property – Transfer of Fee Title.** College and City shall use commercially reasonable efforts within two (2) years after the Effective Date to agree upon the size and configuration of the Fire Station Property. The Fire Station Property shall not exceed two (2) acres in size. Once a metes and bounds description of the Fire Station Property has been agreed upon, and the other conditions provided herein have been satisfied, including the approval of the Properties as surplus land, College shall transfer and City shall accept fee title to the Fire Station Property. The College, as a public entity, is exempt from the Subdivision Map Act and shall create the grant deed to the Fire Station Property as required by law to effectuate its transfer to the City. Prior to the Transfer Date, the Fire Station Property shall be annexed without protest into CFD-1 and CFD-5.

4. **Transfers of Conservation Property and Fire Station Property – Condition Precedent.** This Agreement shall not obligate City to accept fee title to either the Fire Station Property or the Conservation Property. City may reject acceptance of fee title for either of the Properties for any reason and shall not be considered in breach of this Agreement if such a rejection occurs; provided, however, this Agreement involves the transfer of both the Conservation Property and the Fire Station Property to the City, and,

unless otherwise agreed in writing by the Parties, both Properties must be transferred to the City at the same time. Therefore, the rejection of one of the Properties by the City shall be a rejection of both Properties and this Agreement shall terminate. If, after the transfer of the Fire Station Property to the City, the City elects not to build a fire station thereon within five (5) years after the Transfer Date, the Fire Station Property shall be deeded (donated) back to the College at no cost (which provision shall be included in the Grant Deed for the Fire Station Property).

5. Legal Boundaries and Encroachments. Prior to the Transfer Date, City may, by survey or otherwise, verify the legal boundaries of each Property and confirm that there are no encroachments onto either Property by neighboring property owners.

6. Surplus Lands. On or before the time that the City is prepared to construct the fire station on the Fire Station Property, College shall instigate the surplus lands process for both Properties and use its best efforts to timely process the approval, which approval shall be a condition to the College transferring the Properties to the City.

7. Approval of Title. No later than ten (10) days after the Effective Date, the College shall provide to the City a Preliminary Report issued by Placer Title Company (Tracy Murphy, Roseville office) with respect to the Conservation Property. At such time as the City and the College have agreed upon a metes and bounds description for the Fire Station Property, the College shall order a proforma Preliminary Report from Placer Title Company and deliver it to the City upon receipt. The City shall determine if it desires to obtain a policy of title insurance on either property at its expense upon transfer of the Properties to the City.

8. Hazardous Materials, Non-Native Species, Trash & Debris. The College is not aware of any Hazardous Materials in or on the Conservation Property or in or on the Fire Station Property. Prior to the transfer of the Conservation Property and the Fire Station Property, College will obtain a Phase 1 Environmental Site Assessment ("**Phase 1**") assessment for each of the Properties in its name and in the name of the City, the cost of which shall be shared by the College and the City. To the extent that there are Hazardous Materials on either Property, the College shall, prior to the transfer and if commercially feasible, perform the remedial work to obtain a no further action letter from the County of Placer or other governing agency. The College shall also remove non-native invasive species and clean up all trash and debris from the Properties prior to transfer of the Properties to the City. If the cost of the work to remedy the Hazardous Materials and/or remove the non-native species is not commercially feasible in the College's opinion, the College may terminate this Agreement. When such work, if any, is completed and the transfer has occurred, the City shall accept the Conservation Property and the Fire Station Property in their as-is, where-is, present condition. "Hazardous Materials," as used herein, shall mean any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under applicable federal, state and local laws, ordinances and regulations.

9. Natural Hazards Disclosure Statement. No later than ten (10) days after the Effective Date, College shall deliver to City a Natural Hazards Disclosure Statement for the Property (the "**NHDS**"). City shall approve the NHDS and return a signed copy thereof to College. City acknowledges and agrees that nothing contained in the NHDS shall release City from its obligation to fully investigate the condition of the Real Property, including, without limitation, whether the Real Property is located in any natural hazard areas and that City has the expertise to perform such investigations and will have had the opportunity to do so under the terms of this Agreement. City further acknowledges and agrees that the matters set forth in the NHDS may change on or prior to the Transfer Date and that College has no obligation to update, modify, or supplement the NHDS. The provisions of the NHDS, if any, shall in no way be deemed or construed to limit the "AS-IS, WHERE-IS" nature of this Agreement.

10. "AS IS" Purchase. City is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", and with all defects, and, unless otherwise expressly provided in this Agreement, neither College nor any employee or agent of College has made or will make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning any of the following matters (collectively referred to herein as "**Property Conditions**"): (i) the suitability or condition of the Property for any purpose or its fitness for any particular use, (ii) the profitability and/or feasibility of owning, developing, operating and/or improving the Property, (iii) the physical condition of the Property, (iv) the revenues, income, costs or expenses thereof, (v) the net or gross acreage, usable or unusable, contained therein, (vi) the zoning of the Property, (vii) the condition of title, (viii) the compliance of the Property with applicable zoning or building laws, codes or ordinances, or other laws, rules and regulations, (ix) water or utility availability or use restrictions, (x) geologic/seismic conditions, soil and terrain stability, or drainage, (xi) sewer, septic, and well systems and components, (xii) other Property Conditions, including, fire protection, noise or odor from any sources, landfills, proposed future developments, or other conditions or influences which may be significant to certain individuals, or (xiii) any other past, present or future matter relating to the Property which may affect the Properties or its current or future use, habitability, value or desirability. City is strongly encouraged to conduct its own inspection and investigation of the Property Conditions referred to above and is further encouraged to obtain, at its expense, expert advice as to such matters from professional inspectors and others. City acknowledges that, prior to taking title to the Properties, City will have had full opportunity and adequate time to inspect and investigate such Property Conditions to its own satisfaction or cause such an inspection and investigation by experts engaged by City. City represents to College that it is relying solely upon such inspection and investigation in connection with its acceptance of title to the Properties and not upon any express or implied representations, guaranties, promises, statements, assurances or warranties of College or any of College's employees or agents as to such Property Conditions, except as expressly provided in this Agreement. City also understands and agrees that, except as provided in this Agreement, City is accepting title to the Properties without any obligation on the part of College to

make any repairs, changes or alterations with respect to the Properties or any of the Property Conditions.

Upon acceptance of the Properties on the Transfer Date, City and its officers, officials, managers, representatives, agents, employees, affiliates, partners, successors and assigns, do hereby agree that they are fully and forever waiving, releasing and discharging College from any and all claims, rights, remedies and causes of action of any nature or sort, known or unknown, past, present and future, which City may have which arise out of or relate in any way to any liability or responsibility for the Property Conditions or, for any investigation, cleanup or remediation of any Hazardous Materials in, on, under or about the Property, including, without limitation, any liability or responsibility for cleanup or remediation arising out of, relating to or under any of the matters, liabilities, laws, events and/or items described in the preceding paragraph. City agrees that this release is fully effective regardless of any present lack of knowledge on the part of any party as to any possible claim or any facts or circumstances pertaining to this matter. Without limiting the foregoing provisions, this release is also intended to prevent City from cross-complaining against College in the event that, after accepting title to the Properties, Property Conditions or Hazardous Materials are discovered which were not introduced in, on, under or about the Property by College or were not known by College to exist as of the Transfer Date, and an action is brought by a governmental agency against City. City expressly waives the benefits and provisions of Section 1542 of the Civil Code of the State of California, and any similar law of any state or territory of the United States or other jurisdiction. Civil Code Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Initials of City *ll*

11. Subsequent Disclosures. In the event that City, prior to the Transfer Date, becomes aware, from College or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to City by College or its consultants or agents, which will have a material, adverse impact on City, the Properties or the intended use of the Properties, City, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any claims or actions that City may have against College as a result of such inaccuracy or omission, or (ii) proceed with the acceptance of title hereunder, thereby waiving any rights that City may have against College as a result of such inaccuracy or omission. City agrees that, under no circumstances, shall City be entitled to accept title to the Properties hereunder and then

bring any claim or action against College for rescission, damages or any other cause of action as a result of such inaccuracy or omission which was discovered prior to the Transfer Date.

12. Notices. All notices that are required to be given by one Party to the other under this Agreement shall be in writing and shall be deemed received when actually delivered personally or actually delivered in a properly addressed envelope by registered or certified USPS mail addressed to the Parties at the following addresses:

City: City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Copy to: City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Email: LegalNotices@rocklin.ca.us

College: William H. Duncan IV
Superintendent/President
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

13. No Partnership, Joint Venture or Other Association. It is understood and agreed by the Parties that the terms and conditions of this Agreement do not constitute the creation of nor commitment to the formation of a partnership, joint-venture or other association of any kind.

14. Enforceability. The Parties agree that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either Party.

15. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person or entity other than the Parties shall have any right of action based upon any provision in this Agreement.

16. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to

be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

17. Conflict. In case of conflict, the more specific provision of this Agreement shall control.

18. Compliance With All Laws. Prior to transfer of the Conservation Property and Fire Station Property, the College shall at its own cost and expense continue to comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, with respect to the Properties. After the Transfer Date, the City shall comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, with respect to the Properties. The College is not responsible for any or alteration or improvement to the Conservation Property or the Fire Station Property after the Transfer Date.

19. Further Actions and Instruments. Each Party shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of any Party at any time, the other Party or shall promptly execute, file or record any required instruments and writings reasonably necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

20. Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement. Each Party shall refrain from doing anything which would render its performance under this Agreement impossible, and each Party shall do everything which this Agreement contemplates that such Party shall do to accomplish the objectives and purposes of this Agreement. Whenever the consent or approval of any Party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

21. No Waiver. No delay or omission by a Party in exercising any right or power accruing upon and non-compliance or failure to perform by another Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any Party of any of the covenants or conditions to be performed by another Party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

22. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Agreement shall be brought and maintained in Placer County, California, regardless

of where else venue may lie. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

23. Survival. Any provision contained in this Agreement, which, by the common interpretation of the language in this Agreement, is intended to be performed after the Transfer Date, or is intended to provide an obligation or a restriction after the Transfer Date, shall survive the Transfer Date or the termination of this Agreement.

24. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

25. Entire Agreement and Amendment. This Agreement, together with the documents incorporated by reference and the exhibits, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by College and City.

26. Successors. Subject to the provisions of this Agreement, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective Parties.

27. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

28. Headings. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

29. Exhibits. All exhibits to which reference is made in this Agreement are incorporated by reference. Any reference to "this Agreement" includes matters incorporated by reference.

30. Attorneys' Fees. In any action brought by either Party to enforce the terms of this Agreement, each Party shall bear responsibility for its attorney's fees and all costs regardless of whether one Party is determined to be the prevailing party.

31. Laws. It shall be the obligation of the City and the College to comply with all laws, statutes, rules, and regulations including, but not limited to, State of California labor laws, rules and regulations and the Parties agree that the neither Party shall be liable for any violation by the other Party (or its agents, or any entity or person affiliated with either the City or College) thereof.

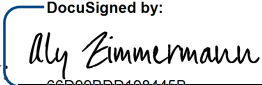
32. No Damages. The Parties acknowledge that neither City nor College would enter into this Agreement if it were to be liable for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) under, or relating to, this Agreement or any of the matters referred to in this Agreement, including, without limitation, any and all plans, permits, licenses or regulatory approvals, and CEQA documents. Accordingly, the City and College covenant and agree on behalf of themselves and their successors and assigns, not to sue the other Party (either in its capacity as a Party in this Agreement or in its capacity as the City or as the College) for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) or monetary relief for any breach of this Agreement by the City or College, or for any dispute, controversy, or issue between the City and the College arising out of or connected with this Agreement or any of the matters referred to in this Agreement, including, without limitation, any and all plans, permits, licenses or regulatory approvals, CEQA documents, or any future amendments or enactments thereto, the Parties agreeing that declaratory relief, injunctive relief, mandate and specific performance shall be the Party's sole and exclusive judicial remedies.

In the event of that this Agreement is terminated due to the default of a Party, the defaulting Party waives its right to seek or claim any damages whatsoever (other than attorney's fees and costs awarded by a court), including, but not limited to consequential, special, punitive or similar damages.

33. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

Signature Page

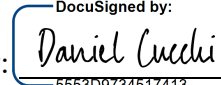
CITY OF ROCKLIN

By:  DocuSigned by:
66B99BDD198445B...

Name: Alexandra Zimmermann

Title: City Manager

Date: 8/31/2023 | 3:27 PM PDT

By:  DocuSigned by:
5553D9734517413...

Name: Dan Cucchi

Title: Interim City Attorney

Date: 8/31/2023 | 7:10 AM PDT

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

By:  DocuSigned by:
C4086D3909224A3...

Name: William H. Duncan, IV

Title: Superintendent/President

Date: 8/31/2023 | 9:03 AM PDT

EXHIBIT A

LOCATION OF CONSERVATION PROPERTY

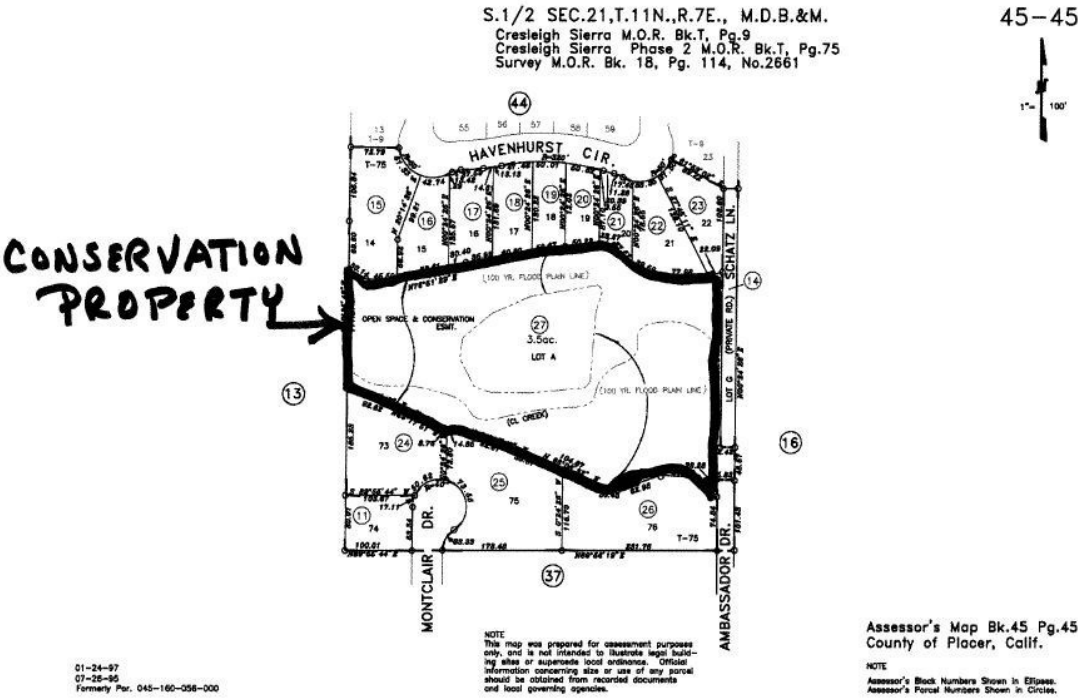


EXHIBIT B**CONSERVATION EASEMENT**

PROTESTANT RECORDS
9-9587

Recording Requested by
and Return to:

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

95-025916

Recorded
Official Records
County of
Placer
Jim McCauley
Recorder
3:40pm 19-May-95

Rec Fee	35.00
Check	35.00

60 8

**GRANT OF OPEN SPACE AND
CONSERVATION EASEMENT WITH COVENANTS
(ARCHEOLOGICAL PRESERVATION)
CRESLEIGH SIERRA**

1. Cresleigh Homes Corporation ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("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 A, attached hereto and incorporated by reference herein ("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 archeological and historic 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 archeological and historic 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
N/A

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to Reso. No. 95-114

b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention, 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;

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 fire prevention, 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:

a. The right to maintain all existing landscaping and terrain in its present condition;

b. The right to exclude members of the public from trespassing upon the Open Space Property; except N/A

c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property.

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4. Grantor hereby grants 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 purposes 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 himself, his 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 granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

7. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographic features.

8. 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.

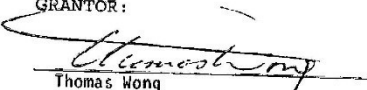
9. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 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.

Page 3 of Exhibit A
to Reso. No. 95-114

10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein 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: 4/25/95

GRANTOR:


Thomas Wong
Vice President
Cresleigh Homes Corporation

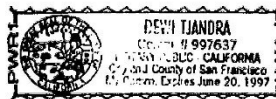
Page 4 of Exhibit A
to Reso. No. 95-114

STATE OF California }
COUNTY OF San Francisco } ss.
}

On 4/25/95 before me, Dewi Tjandra, Notary Public,
personally appeared THOMAS WONG, 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.

Signature *Dewi Tjandra*



(This area for official notarial seal)

March 15, 1995

EXHIBIT "A"
OPEN SPACE EASEMENT
(ARCHAEOLOGICAL PRESERVATION)

AREA NO. 1

All those portions of Lots 52 and 53 as said lots are shown and so designated on the plat of "Cresleigh Sierra" filed in Book 7 of Maps, Page 9, Placer County Records, described as follows:

BEGINNING at a point on the Westerly line of said Lot 52 from which the Northwesternly corner of said Lot 52 bears North 00°35'48" East 12.50 feet; thence, from said point of beginning, South 89°24'12" East 12.00 feet; thence, South 00°35'48" West 25.50 feet; thence, North 89°24'12" West 20.00 feet; thence, North 00°35'48" East 25.50 feet; thence, South 89°24'12" East 8.00 feet to the point of beginning.

AREA NO. 2

All that portion of Lot 43 as said lot is shown and so designated on said aforementioned plat of "Cresleigh Sierra," described as follows:

A circle having a radius of 2.50 feet, the center of said circle being distant South 89°43'00" East 38.35 feet and North 00°17'00" East 2.64 feet from the Southwesterly corner of said Lot 43.

Page 1 of Exhibit A
to Grant of Open Space and
Conservation Easement
Reso. No. 95-114

RESOLUTION NO. 95-114

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING GRANT OF OPEN
SPACE AND CONSERVATION EASEMENT WITH COVENANTS
(ARCHEOLOGICAL PRESERVATION)
CRESLEIGH SIERRA

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 Cresleigh Sierra (SD-91-08) 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 Cresleigh Sierra 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.

PASSED AND ADOPTED this 9th day May, 1995, by the following roll call vote:

AYES: Councilmembers: Dominguez, Magnuson, Huson, Yorde, Lund


NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

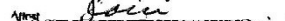

Mayor

ATTEST:


City Clerk

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05EARCH
070991

The foregoing instrument is a
correct copy of the original document
on file in this office.

Attest 
City Clerk, City of Rocklin

Page 2 of
Reso. No. 95-114

EXHIBIT C

DEPICTION OF FIRE STATION PROPERTY



ROCKLIN FIRE STATION
CONCEPT SITE PLAN – 2.0 ACRES 07/10/23