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AMENDED GRANT OF OPEN SPACE  
EASEMENT WITH COVENANTS  
(RIPARIAN AREA AND CREEK PROTECTION)  
(Granite Bluff-Phase 2/SD-2014-0003)

This First Amended Grant of Open Space Easement with Covenants (Riparian Area and Creek Protection) is entered into by and between the City of Rocklin, hereinafter called "City," and KB Home Sacramento Inc., a California Corporation, hereinafter called "Principal," on the 14th day of July, 2020.

On December 10, 2019, Principal's predecessor in interest, DLC Rocklin, received approval from the City of Rocklin of a final map and a Grant of Open Space Easement with Covenants (Riparian Area and Creek Protection). Prior to recording thereof, Principal purchased the property. City and Principal now desire to enter into an Amended Grant of Open Space Easement with Covenants (Riparian Area and Creek Protection).

1. KB Home Sacramento Inc., A California Corporation, ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space 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 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, except as allowed by this open space easement, as required by City approved infrastructure, including as approved on the tentative subdivision map for (Granite Bluff/SD2014-0003 and associated improvement plans, and except as required for other open space management or safety purposes;

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, erosion control, thinning or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement or other open space management purposes. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 4.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;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required pursuant to open space management requirement or as may be required for fire prevention, elimination of diseased growth or similar preventive measures.

3. The City Council of the City of Rocklin as Grantee may authorize exceptions to the foregoing restrictive covenants, provided the City Council finds that such exceptions are consistent with the City's municipal purposes including approving structures which the Grantee finds within its discretion are consistent with the purpose of this Open Space Property Easement, including, but not limited to, approving landscaping, fencing, public service facilities, and recreational and trail uses.

4. 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;

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 in its natural state; and

d. The right to install underground drainage, utility, public service facilities, 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 its natural state to the Director's satisfaction.

5. 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.

6. Grantor hereby waives for himself, his successors and assigns, all reimbursement or compensation for any improvements 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, open space management, and rodent and/or pest extermination.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: \_\_\_\_\_

**GRANTOR**

KB Home Sacramento Inc., A California Corporation

By: \_\_\_\_\_

Leo Pantoja

VP Planning, KB Home Sacramento, Inc.

*[SIGNED ACKNOWLEDGEMENT FORM]*

EXHIBIT I

Open Space Property Description

The land referred to herein below is situated in the City of Rocklin, County of Placer, State of California and is described as follows:

“Lot B” as shown on the map entitled, “Final Map of Granite Bluff-Phase 2”, filed for record in the Office of the County Recorder of Placer County, California, in Book \_\_\_\_\_ of Maps, at Page \_\_\_\_\_.