



ROCKLIN CITY COUNCIL SPECIAL

City Council Special Meeting

City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

April 4, 2025
Special Session 3:00 p.m.

JILL GAYALDO, *Mayor*
DAVID BASS, *Vice Mayor*
KEN BROADWAY, *Council Member*
BILL HALLDIN, *Council Member*
GREG JANDA, *Council Member*

ALY ZIMMERMANN, *City Manager*
MATTHEW MCOMBER, *City Attorney*
DANIEL CHOE, *City Treasurer*
AVINTA SINGH, *City Clerk*

HOW TO PARTICIPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing or documents related to an agenda item for this meeting provided to the City Council will be made available for public inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, the City of Rocklin encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public meeting and public hearing processes, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5560 well in advance of the public meeting or public hearing you wish to attend so that we may make every reasonable effort to accommodate you.

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$500 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

If making a presentation regarding an agenda item, all audio/visual materials must be submitted to the

City Clerk or Secretary at least 72 hours in advance. The City is not responsible for the compatibility or operation of non-city devices or the functionality of non-city presentations.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

SPECIAL MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at <https://www.rocklin.ca.us/agendas-minutes>. For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form up until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

- CS1. Pursuant to Government Code Section 54956.9(d)(3), Conference with Legal Counsel, Anticipated Exposure to Litigation: one (1) case in which the facts or circumstances are not yet known to a potential plaintiff or plaintiffs.

REPORT OUT OF CLOSED SESSION

DISCUSSION ITEMS

- D1. [Clover Valley – Ratification of Escrow Instructions and Amendment to Use of Funds Agreement](#)
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying Escrow Instructions and Approving the First Amendment to the Use of Funds Agreement Between the City of Rocklin and the Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement.

ADJOURNMENT



City Council Special Staff Report

Subject: Clover Valley – Ratification of Escrow Instructions and Amendment to Use of Funds Agreement

Date: April 4, 2025

Submitted By: Matthew McOmber, City Attorney
Aly Zimmermann, City Manager

Department: City Council

Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Ratifying Escrow Instructions and Approving the First Amendment to the Use of Funds Agreement Between the City of Rocklin and the Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement.

Background:

At the January 14, 2025 City Council meeting, by consensus, the City Council requested that staff prepare information that would provide the framework for a potential donation from the City to or for the Placer Land Trust (PLT), in support of PLT's acquisition of the Clover Valley slopes and valley floors and preservation under a conservation easement.

At the January 28, 2025 City Council meeting, the City Council discussed the deal points presented by staff and directed staff to prepare a Use of Funds Agreement between the City and PLT.

On February 25, 2025, the City Council adopted Resolution No. 2025-24, approving a Use of Funds Agreement with PLT; and adopted Resolution No. 2025-47, which provided an appropriation of \$2 million from Fiscal Year 2023/24 remaining funds.

The agenda reports and related documents for these three meetings are available at the following links:

- [January 14, 2025 \(Agenda Only - No written report\)](#)
- [January 28, 2025](#)
- [February 25, 2025 – Resolution No. 2025-24](#)
- [February 25, 2025 – Resolution No. 2025-47](#)

At this time, staff recommends an amendment to the Use of Funds Agreement to (1) include language addressing potential litigation and termination rights and conditions for the Grant

Funds; and (2) authorize the City Manager to approve the Conservation Easement, Management Plan and related documents and forms necessary to effectuate the Use of Funds Agreement. The First Amendment is included as Exhibit C to the Resolution. Staff also recommends the City Council ratify the Escrow Instructions (Exhibit B to the Resolution) that accompanied the wire transfer of the \$2 million into an escrow account.

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - Use of Funds Agreement
3. Resolution Exhibit B - Escrow Instructions
4. Resolution Exhibit C - First Amendment to the Use of Funds Agreement

RESOLUTION 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN RATIFYING ESCROW INSTRUCTIONS AND APPROVING THE FIRST AMENDMENT TO THE USE OF FUNDS AGREEMENT BETWEEN THE CITY OF ROCKLIN AND THE PLACER LAND TRUST FOR CLOVER VALLEY ACQUISITION AND PROTECTION VIA CONSERVATION EASEMENT

WHEREAS, at its regular meeting on February 25, 2025, the City Council approved by majority vote the "Use of Funds Agreement Between the City of Rocklin and the Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement," a fully executed copy of which is attached hereto as Exhibit A; and

WHEREAS, in accordance with the above-referenced Use of Funds Agreement, the \$2,000,000 of Grant Funds have been deposited by the City into escrow with First American Title Company and of the date of this Resolution, remain in escrow, subject to "Escrow Instructions," signed by the Mayor, a copy of which is attached hereto as Exhibit B, and which Grant Funds are not to be disbursed out of escrow without the City advanced written consent following City's verification that all conditions for the Grant Funds under the Use of Funds Agreement have been fully satisfied; and

WHEREAS, as of the date of this Resolution, the Conservation Easement and Management Plan are in the process of being prepared but are not yet finalized; and

WHEREAS, in order to carry out the purposes of the Use of Funds Agreement, the City Council wishes to ratify the Escrow Instructions and delegate to the City Manager certain authority as delineated in the First Amendment to the Use of Funds Agreement, which is attached and incorporated herein as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The First Amendment to the Use of Funds Agreement Between the City of Rocklin and The Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement, which is attached and incorporated herein by reference as Exhibit C, is hereby approved and the Mayor is hereby authorized to sign the First Amendment.

Section 2. The Escrow Instructions, attached hereto as Exhibit B, are hereby ratified and approved.

PASSED AND ADOPTED this 4th day of April, 2025 by the City Council of the City of Rocklin, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

**USE OF FUNDS AGREEMENT BETWEEN THE CITY OF ROCKLIN AND THE
PLACER LAND TRUST FOR CLOVER VALLEY ACQUISITION AND
PROTECTION VIA CONSERVATION EASEMENT**

This Use of Funds Agreement ("Agreement") is made and entered into this 25th day of February 2025, by and between the City of Rocklin, hereinafter referred to as the "City," and the Placer Land Trust ("PLT"), a private non-profit 501(c)(3) public benefit organization, hereinafter referred to as "Grantee" (collectively referred to as the "Parties").

RECITALS

WHEREAS, Clover Valley consists of approximately 622 acres west of Sierra College Boulevard and Union Pacific Railroad and east of Park Drive within the City of Rocklin, and is one of the last remaining, intact sections of oak and riparian woodlands in western Placer County;

WHEREAS, Clover Valley includes expanses of oak woodland, with approximately 27,000 oak trees in addition to grassland and riparian habitats, an approximately 20-acre wetland that supports California Black Rail, a California threatened bird species, Swainson's Hawk critical foraging habitats, and the perennial Clover Valley Creek that supported salmonids as recently as 1985;

WHEREAS, Clover Valley has been home to Native Americans for over 7,000 years and was a major tribal center according to archeologists that includes at least 34 prehistoric sites;

WHEREAS, Clover Valley is also currently the site of an approved development with entitlements for several hundred single family homes and associated infrastructure across the valley floor;

WHEREAS, the Parties have an interest in assisting in the purchase, acquisition, and protection of approximately 402 or more acres within the Clover Valley, sometimes referred to as the "valley slopes and floors," which is more particularly depicted in the map attached and incorporated hereto as Exhibit A (the "Property") for the purposes of conservation of not only Oak Trees and other associated habitat, but also for other public benefit purposes;

WHEREAS, the Parties have an interest in ensuring the Property is permanently protected by a conservation easement ("Conservation Easement");

WHEREAS, use of City funds for the acquisition and recordation of a Conservation Easement on the Property provides significant public benefits since protection of the Property preserves open space land within the City and County, protects Oak woodlands and associated habitat and sensitive biological resources, ensures natural resources within the City will be preserved for future generations, and furthers the policies of the City's General Plan/Open Space Conservation and Recreation Element;

WHEREAS, the City Council further finds that conservation of the Property will enhance the quality of life for members of the public and residents in numerous ways, including but not limited to enhancing the overall aesthetic of the City as a result of the unique, scenic landscapes of the Property and in addition, conservation of the Property will protect the natural and ecological integrity of the area and facilitate the ability of future generations to view and enjoy these benefits;

WHEREAS, in order to achieve the aforementioned public benefits and purposes, the City desires to contribute up to two million dollars (\$2,000,000) to Grantee to assist in acquisition of the Property and recordation of a Conservation Easement on the Property;

WHEREAS, the Parties acknowledge that \$2,000,000 is a portion of the total cost to purchase the Property and other non-City of Rocklin donations, contributions, and sources of funds are anticipated to provide the majority of project funding, up to the approximately ten million dollar (\$10,000,000) purchase price.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. The Recitals above are true and correct and are incorporated into this Agreement.
2. City shall provide to Grantee funds in the amount of two million and no/100 dollars (\$2,000,000) (the "Grant Funds") that shall go toward acquisition of the Property and recordation of a Conservation Easement on the Property. Grantee shall provide City with the escrow account into which the Grant Funds will be deposited, along with any other information reasonably necessary to allow the City to wire or otherwise deliver the Grant Funds to Grantee; within twenty (20) days of either execution of this Agreement or Grantee having provided notice, whichever is later, the City shall deposit the funds into escrow.
3. Grantee shall use Grant Funds exclusively for the purchase of the Property and recordation of a Conservation Easement of the Property and shall provide a written confirmation of the transfer of funds for the purchase of the Property and recordation of a Conservation Easement in a format reasonably acceptable to the City, including an accounting of the use of the Grant Funds upon request by the City.
4. Grantee shall recognize in any advertisements, signage, plans or other documentation that the permanent protection of the Property was funded in part by the City of Rocklin. Recognition of the City of Rocklin shall be provided in the same manner as recognition provided to other funding entities.
5. Grantee shall comply with all laws, rules, and regulations applicable to the use of the Grant Funds.
6. Grantee agrees that the Grant Funds are provided for and shall be used exclusively for the acquisition of the Property and the Conservation Easement and shall not be used for any purpose not specified in this Agreement. Accordingly, Grantee further agrees that if the Property is not ultimately purchased, or if a Conservation Easement is not recorded upon the Property within one (1) year of

execution of this Agreement, if the Grant Funds or any amount thereof are not used exclusively to pay for the purchase of the Property, or if any other condition for the donation is not timely met, Grantee shall return the Grant Funds in their entirety without delay to the City.

7. The Parties agree that the Conservation Easement placed upon the Property shall be recorded, it shall be in perpetuity, and it shall allow for public access and recreation and educational purposes. Management and enforcement of the Conservation Easement, including approval rights within the Conservation Easement, shall rest with Grantee exclusively such that Grantor shall not be expected to, nor shall it have any obligation or requirement to manage or enforce any aspect of the Property and shall not be required to incur any expense, cost, fee, outlay, or other burden with respect to the Property; provided however that any and all management plans and similar documents shall be subject to City review and approval as set forth in section 10 herein..
8. In no event shall the maximum amount payable by the City under this agreement exceed two million dollars (\$2,000,000). Further, City shall have no obligation whatsoever to pay for any costs or fees that may be associated with the Property, escrow, escrow fees, post-acquisition costs, management, management plans, state or federal income or property taxes, recording fees, maintenance costs, or any and all other types of fees.
9. In the event that Grantee is not the Property owner at any point in time subsequent to the execution of this Agreement, Grantee shall enter into an agreement with the owner of the Property to establish and record a conservation easement.
10. Any management plan or similar document prepared for the administration of the Property must be reviewed and approved by the City to ensure compliance with this agreement, to ensure it meets City expectations for public access and further, to ensure any impacts to the City are timely and fully addressed to the City's reasonable satisfaction.
11. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Grantee, or by any of Grantee's subcontractors, any person employed under Grantee, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Grantee shall also, at Grantee's expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Grantee, or any of Grantee's subcontractors, any person employed under Grantee, or under any Subcontractor, or in any capacity. Grantee shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other

taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Grantee's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

12. City's rights regarding (a) the format and content of the Conservation Easement described in paragraphs 3 and 7 above, and (b) recognition of City per paragraph 4 above, shall not supersede Grantee's obligations to other project funders and landowner(s) of the Property, and the resolution of any inconsistency among project funders regarding paragraphs 3, 4, and 7 herein will be reasonably and cooperatively determined by the Parties to this Agreement and the parties to the Conservation Easement.
13. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to:

Grantee:

Placer Land Trust
Attn: Executive Director
922 Lincoln Way, Ste. 200
Auburn, CA 95603

City:

City of Rocklin
Office of the City Manager
3970 Rocklin Road
Rocklin, CA 95677

Either party may amend its address for notice by notifying the other party in writing.

14. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the Property herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
15. Grantee acknowledges, understands and agrees that each and every one of its obligations, promises, and consideration set forth in this agreement does and shall constitute an independent condition on which the City's contribution is made and that in the event of Grantee's breach of any term of this Agreement, or failure of Grantee to timely fulfill obligation or promise, Grantee shall return the Grant Funds without delay to the City in their entirety.
16. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it shall not affect the

validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.

17. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

18. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories. In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

Placer Land Trust

By: 

Its: Executive Director

Date: 3/6/2025

City of Rocklin

By: 

Its: Mayor

Date: 3-3-25

APPROVED AS TO FORM:
MATTHEW McOMBER
City Attorney

By: 

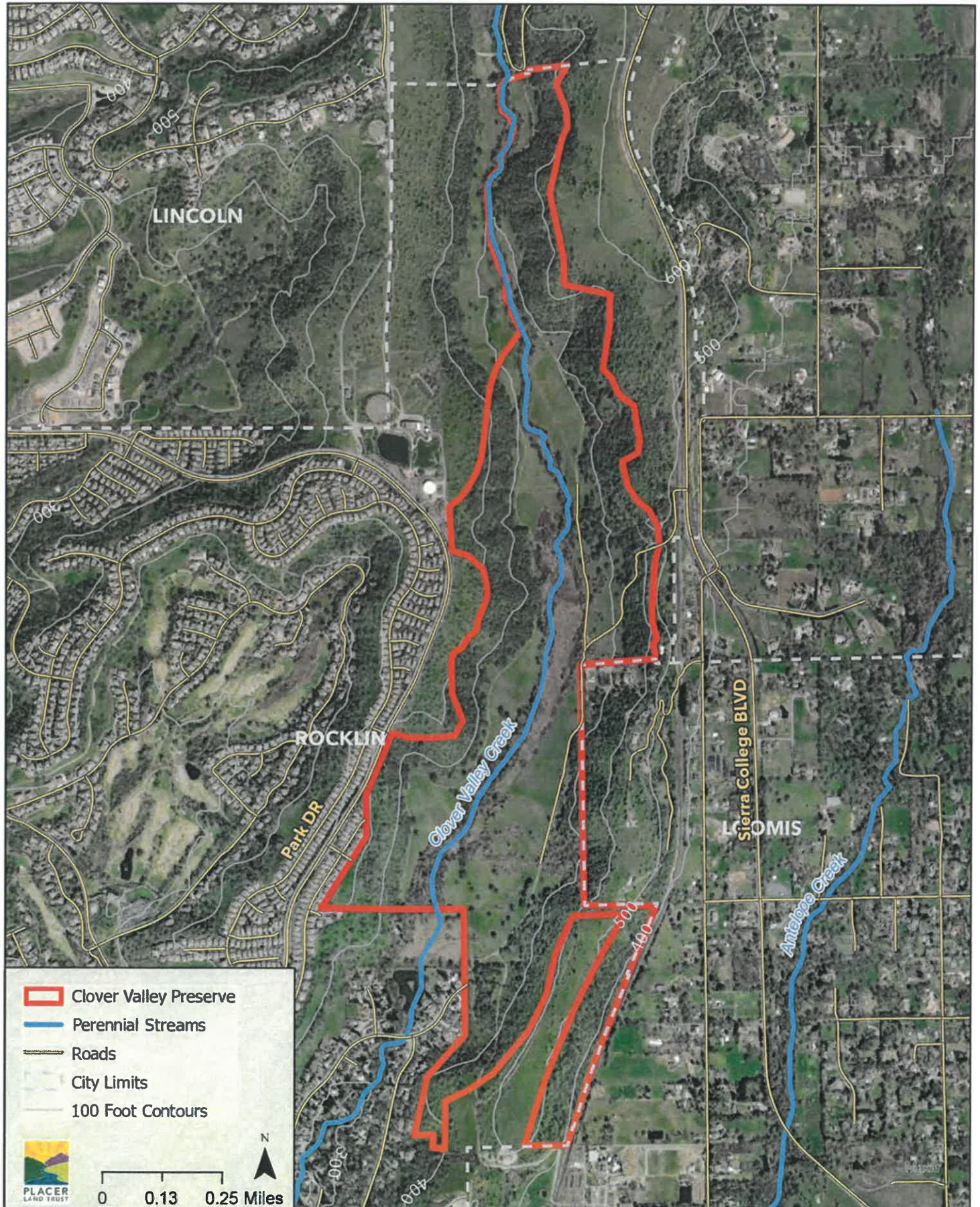
Matthew McOmber, City Attorney

ATTEST:

By:


Avinta Singh, City Clerk

Exhibit A- 2022 Clover Valley Floor Acquisition (402 acres)



Escrow Instructions

Date: March 13, 2025

Escrow: 625423ala

To: Barbara Clarke, Senior Escrow Officer
First American Title Company
3400 Douglas Blvd, Suite 130
Roseville, CA 95661
(916) 677-2697
bclarke@firstam.com

From: Jeff Darlington, Executive Director AND Jill Gayaldo, Mayor
Placer Land Trust City of Rocklin
922 Lincoln Way, Suite 200 3970 Rocklin Road
Auburn, CA 95603 Rocklin, CA 95677
(530) 887-9222 x101 (916) 625-5560
jeffd@placerlandtrust.org Jill.Gayaldo@rocklin.ca.us

Dear Barbara,

Pursuant to the terms and conditions of the *Use of Funds Agreement Between the City of Rocklin and the Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement* (herein Use of Funds Agreement), the City of Rocklin (Grantor) is granting Placer Land Trust (Grantee or PLT) two million dollars (\$2,000,000.00) for the purpose of contributing to the purchase price of the 402-acre property in Rocklin known as Clover Valley (Property) and subject to Escrow No. 625423ala. This escrow serves to pay off the note from William Jessup University (Buyer) to Ford's Pop & Gaggie LLC, et al (Seller) to William Jessup University (Buyer) for the Property purchase, and, as a requirement of this funding (and previous funding contributed by other funders) this escrow will also include a concurrent recordation of a conservation easement in a format reasonably acceptable to the City of Rocklin in favor of PLT.

The City of Rocklin intends to wire the \$2,000,000.00 directly to First American Title Company on behalf of PLT within twenty (20) days. Please provide Aly Zimmermann at the City of Rocklin with wire instructions (contact info below).

You are instructed to use the \$2,000,000.00 in funds from the City of Rocklin in conformance with the enclosed Use of Funds Agreement. These instructions are to be incorporated as part of your escrow instructions for Escrow 625423ala.

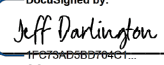
Notably, this \$2,000,000.00 is to be refunded without delay to the City of Rocklin if any of the following conditions occurs: (i) the subject escrow is terminated, (ii) the note is not paid off and the Property is not acquired by William Jessup University by close of escrow (as closing may be amended but no later than June 30, 2025), (iii) a conservation easement is not recorded on the subject property as specified in the enclosed Use of Funds Agreement in favor of PLT and/or Placer County by close of escrow (as closing may be amended but no later than June 30, 2025), or (iv) any one or more of the conditions set forth in the enclosed Use of Funds Agreement is not satisfied or met.

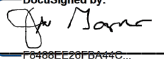
These escrow instructions may not be modified or amended unless in writing signed by all Parties hereto.

Nothing contained herein is intended to nor shall it be construed to amend or modify any terms or conditions of the Use of Funds Agreement Between the City of Rocklin and PLT.

If you have any questions, please contact Aly Zimmermann at alyz@rocklin.ca.us or (916) 625-5585 and/or Jeff Darlington at PLT.

Signed on the date first written above:

DocuSigned by:

1F075AD5B0704C1...
Jeff Darlington
Placer Land Trust (Grantee)

DocuSigned by:

1F0488EE20F0M4C...
Jill Gayaldo
City of Rocklin (Grantor)

Enclosed: *Use of Funds Agreement Between
the City of Rocklin and the Placer Land Trust
for Clover Valley Acquisition and Protection
Via Conservation Easement*

Cc: John Jackson, President, William Jessup University (Buyer)

**FIRST AMENDMENT TO THE USE OF FUNDS AGREEMENT BETWEEN
THE CITY OF ROCKLIN AND THE PLACER LAND TRUST
FOR CLOVER VALLEY ACQUISITION AND PROTECTION
VIA CONSERVATION EASEMENT**

This First Amendment is entered into between the City of Rocklin ("City") and the Placer Land Trust, a 501(c)(3) nonprofit public benefit organization ("PLT" or "Grantee").

RECITALS

WHEREAS, on January 27, 2025, the City Council of the City of Rocklin directed staff to prepare an agreement between the City of Rocklin and Placer Land Trust for a \$2,000,000 donation ("Grant Funds") toward the purchase of property within Clover Valley, often referred to as the "valley slopes and floor," to be protected via conservation easement and administered pursuant to a management plan, subject to various conditions and terms as set forth in the agreement; and

WHEREAS, in accordance with the City Council's direction from January 27, 2025, staff presented the "Use of Funds Agreement Between the City of Rocklin and the Placer Land Trust for Clover Valley Acquisition and Protection Via Conservation Easement" (the Original Use of Funds Agreement) to the City Council at its regular meeting on February 25, 2025; and

WHEREAS, at its regular meeting on February 25, 2025, the City Council approved by majority vote the Original Use of Funds Agreement, a fully executed copy of which is attached hereto as Exhibit A; and

WHEREAS, the Original Use of Funds Agreement contains certain conditions for the City's \$2,000,000 donation (also referred to as a donation or the Grant Funds), including among other things, "a Conservation Easement in a format reasonably acceptable to the City" and further, that "Any management plan or similar document prepared for the administration of the Property must be reviewed and approved by the City"; and

WHEREAS, in accordance with the Original Use of Funds Agreement, the \$2,000,000 of Grant Funds have been deposited into escrow with First American Title Company and of the date of this Resolution, remain in escrow, subject to "Escrow Instructions," signed by the Mayor, a copy of which is attached hereto as Exhibit B; and

WHEREAS, as of the date of this Resolution, the Conservation Easement and Management Plan are in the process of being prepared but are not yet finalized; and

WHEREAS, City and Consultant desire to amend the Agreement to add conditions relative to the City's \$2,000,000 contribution and provide certain delegated authority from the City Council of the City of Rocklin to the City Manager ("First Amendment"); and

WHEREAS, the Original Use of Funds Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 6 of the Agreement is amended in its entirety as of the effective date of the Original Use of Funds Agreement to add subparagraphs (b) through (e), (and relabel the first original paragraph without changes as (a)), as follows:
 - (a) Grantee agrees that the Grant Funds are provided for and shall be used exclusively for the acquisition of the Property and the Conservation Easement and shall not be used for any purpose not specified in this Agreement. Accordingly, Grantee further agrees that if the Property is not ultimately purchased, or if a Conservation Easement is not recorded upon the Property within one (1) year of execution of this Agreement, if the Grant Funds or any amount thereof are not used exclusively to pay for the purchase of the Property, or if any other condition for the donation is not timely met, Grantee shall return the Grant Funds in their entirety without delay to the City.
 - (b) In the event that, in the City's sole discretion, the City concludes that it is subject to an unacceptable risk or threat of being sued for any reason relating to or arising out of this agreement, City may notify Grantee of same in writing and upon such notice, the Agreement shall terminate and the Grant Funds shall be returned to the City in their entirety without delay.
 - (c) If, prior to close of escrow for the acquisition of the Property, any third party, entity, or person threatens litigation against the City or Grantee arising out of this Agreement or the acquisition of the Property, then either City or Grantee may, as a condition of the use of Grant Funds, require written assurances from any party or all parties threatening litigation that no such litigation will be initiated or pursued by said threatening party or parties. For purposes of this paragraph, the term "written assurances" may include, but is not necessarily limited to, a written agreement waiving any and all rights to file any type of legal action, appeal, complaint, or other civil action against the City and Grantee.
 - (d) City and Grantee understand and agree that each has the right, independent of one another, to terminate this agreement at any time for any reason, with or without cause, prior to close of escrow for the acquisition of the Property. If either party terminates this agreement pursuant to this provision, it shall provide written notice of termination to the other Party. Upon providing such notice, the Grant Funds shall be returned to the City in their entirety without delay.
 - (e) The Parties understand and agree that escrow shall not close and no Grant Funds shall be disbursed from escrow, if at all, without City's and PLT's advanced written consent.

- II. The following Sections, numbered as Section 19, is added to the Agreement as of the effective date of the Original Use of Funds Agreement, to read as follows:

19. The City Manager is hereby authorized to review, approve, and sign any and all documents and forms necessary to effectuate the Use of Funds Agreement, including but not limited to escrow instructions, the Conservation Easement, and the Management Plan or similar document prepared for the administration of the subject Property, provided that each such document and form is first reviewed, determined legally sufficient, and approved as to form by the City Attorney.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between City and Grantee.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

CITY OF ROCKLIN

Date: _____

Jill Gayaldo, Mayor
City Council
City of Rocklin

Approved as to form:
MATTHEW McOMBER
City Attorney

By: _____
Matthew McOmber, City Attorney

ATTEST:
City Clerk

By: _____
Avinta Singh, City Clerk

PLACER LAND TRUST

Date: _____

By: _____
Jeff Darlington, Executive Director