



AGENDA

REGULAR MEETINGS OF THE PARKS, RECREATION AND ARTS COMMISSION

November 08, 2017

TIME: 6:00 PM

PLACE: Council Chambers, 3970 Rocklin Road

www.rocklin.ca.us

MANNER OF ADDRESSING THE COMMISSION

Citizens may address the Commission on any item on the agenda at the time the item is considered. Citizens wishing to speak may request recognition from the Chairperson by raising their hand and stepping to the lectern when requested to do so. Speakers will usually be allowed five (5) minutes; however, the Chairperson may set shorter time limits. Speakers are asked to identify themselves by stating their name and the city they reside in for the official record.

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WRITINGS RECEIVED AFTER AGENDA POSTING

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AMERICANS WITH DISABILITIES ACT

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ELECTRONIC PRESENTATIONS

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POSTING OF AGENDA

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AGENDA

INTRODUCTION

1. **Meeting called to order at:**
2. **Pledge of Allegiance:**
3. **Roll Call:**
 - A. Commissioners:
 - B. City Personnel:

AGENDA REVIEW

4. **Agenda Modifications**

CONSENT CALENDAR

The following routine matters can be acted upon by one motion. Individual items may be removed by Commission for separate discussion. The title is deemed to be read and further reading waived of any ordinance listed on the Consent Calendar for introduction or adoption.

5. **Minutes**
 - A. Minutes for September 13, 2017

- B. Minutes for October 11, 2017

CITIZENS ADDRESSING THE COMMISSION

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6. NAME AND CITY

REPORTS FROM CITY OFFICIALS/DICUSSION AND POTENTIAL ACTION ITEMS

- 7. **Rocklin's 125th Anniversary (Presentation by Michael Young, Associate Management Analyst)**
- 8. **City's Role in Ballot Measure Campaigns (Presentation by DeeAnne Gillick, Assistant City Attorney)**
- 9. **Park Naming Recommendations**
- 10. **Parks, Trails & Open Space Communications Plan**
- 11. **Priority Projects Update**
- 12. **Director's Report**
- 13. **Park Manager's Report (verbal)**

COMMISSION REPORTS

- 14. **Reports from Committees**
- 15. **Commission Comments**

FUTURE AGENDA ITEMS

ADJOURNMENT

- 16. **Meeting Adjourned at**

MINUTES

**REGULAR MEETINGS OF THE
PARKS, RECREATION
AND ARTS COMMISSION**

September 13, 2017

TIME: 6:00 PM

PLACE: Council Chambers, 3970 Rocklin Road

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AGENDA

INTRODUCTION

1. **Meeting called to order at: 6:01pm**
2. **Pledge of Allegiance: Youth Commissioner Alexia Najera**
3. **Roll Call:**
 - A. Commissioners: Hartwell, Anderson, Richey, Armstrong-Bryant, Stockton, Youth Commissioner Najera all present
 - B. City Personnel: Garner, Novo, Huntzinger, Nartker

AGENDA REVIEW

4. **Agenda Modifications**
 - Item number 7 moved to October meeting due to City Manager scheduling conflict.

CONSENT CALENDAR

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5. **Minutes**

A. Agenda Minutes for the July 12, 2017 Meeting

- Motion to approve item number 5 by Commissioner Anderson, seconded by Commissioner Armstrong-Bryant. Passed by the following vote:
Ayes: Hartwell, Stockton, Anderson, Armstrong-Bryant, Richey
Noes: 0
Absent: 0
Abstain: 0

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No citizens addressed the Commission

6. NAME AND CITY**REPORTS FROM CITY OFFICIALS/DICUSSION AND POTENTIAL ACTION ITEMS****7. Whitney Ranch Park Phase 2 (Verbal Update)**

- Rescheduled for October meeting.

8. Pacific Street Bike Trail Missing Segment (Verbal Update)

- Presentation given by Director Nartker. Commission discussed preparing a letter to the CIP Committee to consider the inclusion of the missing bike trail segment in the 18/19 fiscal year budget. Commissioner Richey will work with staff to prepare a draft letter.

9. Status Update of Priority Projects

- Director Garner summarized the written report provided in the agenda packet.

10. Director's Report

- Director Garner summarized the written report provided in the agenda packet as well as additional information provided under a blue memo regarding the history of naming Memorial Park/Quarry Park and Old Timer's Park.

11. Park Manager's Report (Verbal Update)

- Verbal report given by Manager Novo on changes and corrections to the park pages of the city website, the status of improvement in progress at Twin Oaks Park and the status of the mini-park behind Bass Pro/Rocklin 60 Park.

COMMISSION REPORTS

12. Reports from Committees

- Reconfirmed need for committee to meet to discuss restructuring of Art Task Force.

13. Commission Comments

- Commissioner Anderson requested surveys to be sent out to Quarry Park event attendees.

14. Miscellaneous

FUTURE AGENDA ITEMS

ADJOURNMENT

15. Meeting Adjourned at 7:07PM

MINUTES

**REGULAR MEETINGS OF THE
PARKS, RECREATION
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October 11, 2017

TIME: 6:00 PM

PLACE: Council Chambers, 3970 Rocklin Road, Rocklin

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INTRODUCTION

1. **Meeting called to order at: 6:01pm**
2. **Pledge of Allegiance:**
3. **Roll Call:**
 - A. Commissioners: Anderson, Hartwell, Stockton, Armstrong-Bryant, Richey present. Youth Commissioner Najera Excused Absence.
 - B. City Personnel: City Manager Horst, Garner, Huntzinger present.

AGENDA REVIEW

4. **Agenda Modifications**
 - None

CONSENT CALENDAR

The following routine matters can be acted upon by one motion. Individual items may be removed by Commission for separate discussion. The title is deemed to be read and further reading waived of any ordinance listed on the Consent Calendar for introduction or adoption.

5. **Minutes**

A. September 13, 2017 Minutes

- Commissioner Anderson asked that additional information is added to the minutes as a couple of the agenda items did not list any information. Item tabled to next meeting.

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6. **NAME AND CITY**

- No public comment

REPORTS FROM CITY OFFICIALS/DICUSSION AND POTENTIAL ACTION ITEMS7. **Parks and Project Updates (City Manager Verbal Report)****City Manager Horst presented information regarding:**

- Elements of Adventure Park
- Whitney Park Phase II.
- City of Rocklin 125th Anniversary Event
- Park Tax
- Lost Avenue properties and villages at Civic Center

8. **Park Naming Process and Recommendations**

Staff recommended the Commission make a recommendation to Council to name two parks as Sierra Pine Park and Secret Ravine Park. The Commission agreed on Sierra Pine for the first park discussed. Commissioner Anderson noted that a street in a subdivision off China Garden Way was Secret Ravine Way and may cause confusion. The Commission discussed other possible names and directed staff to research the Latitude and Longitude of the park location to potentially name the park related to its coordinates. The Commission continued the item to the November agenda to give the Commission more time to consider names.

9. **Commission Scope and Authority Updates**

Commission suggested a two by two committee to meet with City Council with the objective of the commissioners and council members to become more acquainted with each other's duties and allow for council to give direction to the commission on their priorities related to parks and trails.

Commissioner Stockton motioned to appoint Commissioner Richey and Armstrong-Bryant to the two by two committee. Commissioner Armstrong-Bryant seconded the motion. The motion passed by the following vote:

Ayes: Hartwell, Stockton, Anderson, Armstrong-Bryant, Richey

Noes: 0

Absent: 0

Abstain: 0

10. Parks, Trails & Open Space Communications Plan

Director Garner provided a verbal update of the survey currently out that is one of the initial steps for the Communications Plan.

11. Status Update of Priority Projects

Director Garner summarized the written report. Commissioner Anderson asked for clarification on the status of Memorial Park and staff noted that Memorial Park is currently considered a separate park and that this would not change unless a new park intended for honoring veterans is constructed. At that time, the Commission can make a recommendation to Council on the name and the existing Memorial Park area would be absorbed into Quarry Park.

12. Director's Report

Director Garner gave background on how Quarry Park Entertainment is booked.
Director Garner scheduled the Commissioners Photo for the November meeting.

13. Park Manager's Report (Verbal Update)

None

14. Venue Rentals Report (July-Sept)

Commissioners requested a quarterly venue rentals report instead of monthly.

COMMISSION REPORTS**15. Reports from Committees**

None

16. Commission Comments

Chair Hartwell welcome Student Art Task Force Representative Lizeth Martinez.

FUTURE AGENDA ITEMS

NRPA Conference Update

Michael Young report on 125th Anniversary Event

City Attorney: Do's and Don'ts for Commission related to speaking about possible park tax measure.

ADJOURNMENT**17. Meeting Adjourned at: 7:40PM**



Parks, Recreation, and Arts Commission Report

Subject: Park Naming Process and Recommendations – Item 9

Submitted by: Karen Garner, Director

Date: November 8, 2017

Department: Parks & Recreation

- **Staff Recommendation:**

- Staff recommends that the Parks, Recreation and Arts Commission approve recommendations to the City Council for naming two upcoming park sites in the City of Rocklin.

BACKGROUND:

At the October 11th meeting, staff recommended that two new parks be named “Sierra Pine” Park and “Secret Ravine” Park based on the location of the park sites and the association with either nearby natural features or history. The Commission agreed that Sierra Pine was an appropriate name for the park site to be located in the Sierra Pine subdivision located on the former Sierra Pine industrial site.

Overall, the Commission agreed that the park names should connect with nearby geographic features, historic place names, subdivision names or other recognizable features to facilitate identification of the park location by the public. This is especially important for these two parks since they are located interior to the subdivisions and not visible to the public other than residents that live within the subdivision. However, the Commission had concerns over the name Secret Ravine for the second park site due to the existence of Secret Ravine Way in a subdivision of China Garden Way.

The Commission discussed other park name options, but decided to continue the item. Names discussed include;

- Silver Lupine (name of road subdivision is located on)
- 38° North, 121° West (These are the general Latitude and Longitude coordinates, however, the numbers as noted encompass a very large area – larger than the city limits of Rocklin. The coordinates specific to the park area would be 38.803958° North, 121.200750° West)
- Crossings (name of retail center behind which it is located)

Staff recommends that the Commission determine a name for the park site behind Bass Pro and make a recommendation to the City Council to name that park site and the Sierra Pine park site.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The city has two upcoming parks that have yet to be named.
- The process for park naming has been done differently over the years and there is no city resolution or ordinance that prescribes the park naming process.
- The former Parks Naming Committee was disbanded in 2012 as no additional parks were planned at that time.
- Given that no additional parks are planned in the foreseeable future, the re-creation of a Parks Naming Committee is not feasible.

Conclusions:

- A recommendation by the Parks, Recreation and Arts Commission to City Council would allow an efficient process and the opportunity for public comment.
- The parks names suggested would facilitate park location recognition by the general public given their connection to the site and/or surrounding geographic features.

Recommendations:

- Staff recommends that the Parks, Recreation and Arts Commission;
 - Recommend that the City Council approve the names Sierra Pine and a name to be determined for the two upcoming park sites.



Parks, Recreation, and Arts Commission Report

Subject: Parks, Trails and Open Space Communication Plan – Item 10

Submitted by: Karen Garner, Director

Date: November 8, 2017

Department: Parks & Recreation

- **Staff Recommendation:**
 - No Action Necessary. For Information Only.

BACKGROUND:

The initial Park survey to gather information for the Parks, Trails and Open Space Communications Plan was very successful with over 1,000 respondents plus approximately 20 phone surveys. Bamboo Creative provided staff with the initial survey summary and suggestions for possible messaging, attached. Bamboo Creative is currently in the process of refining key messages and will make further recommendations to staff in the next few weeks.

**ROCKLIN PARKS
& RECREATION**

COMMUNICATION AUDIT

Rocklin Parks and Recreation | November 2017

“Keep putting time into the care and maintenance of the parks. One of the reasons we moved here was the great parks in Rocklin.”

External Stakeholder, Interview

OVERVIEW & OVERALL PERCEPTIONS

Overview

Rocklin has a long legacy of beautiful and abundant parks. They've made Rocklin a desirable place to live and have people moving to the area just to experience the many parks located within the neighborhoods and community.

Many people we spoke to shared fond memories that were made in the Rocklin parks while spending time with their family, watching kids sporting games, or taking their dog for a walk. The Rocklin parks are associated with health, family, and fun.

They were described as the hub of the neighborhood, where parents felt safe to send their kids down the block to play at the park or where they met up with friends for an evening walk. Rocklin parks are seen as a beautiful and clean place to spend time and enjoy the great outdoors.

Key Words We Heard:

Clean

Beautiful

Safe

Abundant

Variety

Accessible

Friendly

COMMUNICATION AUDIT

Website

Notes



Overall, there is an abundance of helpful information about the parks in Rocklin, where to find them, the different amenities, and a great digital tool to help you find the parks you are looking for.

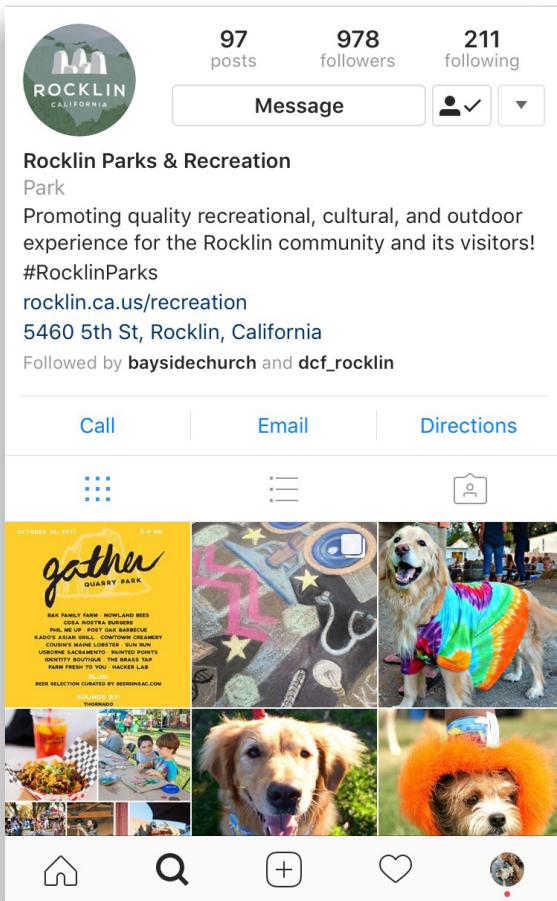
The Rocklin Parks and Recreation website is easy to find and provides a great summary for anyone who is interested in locating a park or activity. Another great feature of this website is that it addresses the top needs of users by putting the Park Finder first.

There is some missing some information for “become an ambassador” and “water spray grounds,” and while the Trail Map is very helpful, it can be hard to use. Based on our findings, consider adding an FAQ page and a section on how parks are funded to help bring more transparency to the budget.

General Campaign Message: I Love Rocklin Parks.

COMMUNICATION AUDIT

Social Media



Notes

Rocklin Parks and Recreation utilizes many social channels to engage with the community. However, there is low engagement on Facebook posts and events. While the content is valuable and the graphics look professional, the posts are not getting much interaction. Much of the content is focused on events.

Consider using more posts of “real people” in the parks, using the events tool to promote upcoming events, and a marketing campaign for your Facebook page specifically. Also consider using Facebook as a friendly way to address concerns and questions from the community. It helps give a “humanness” factor to a medium that can feel cold.

Instagram is your most engaged platform, continue to capitalize on this by posting beautiful photos of people, places, and stories from the community. Consider not using Twitter and focus for increased engagement on Facebook and Instagram.

PARK CAMPAIGNS

The U.S. Conference of Mayors

Notes



PRIMARY MESSAGE:

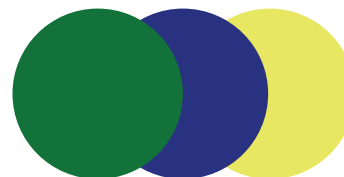
“10 Minute Walk” Park Advocacy Campaign

DESCRIPTION:

“Everyone deserves to have a park within a 10-minute walk — that is why we are in the midst of mapping park access for every city and town across America through our new platform, ParkServe®”

MISSION:

“More than 100,000 parks in close to 7,700 communities across the country, more than 100 million Americans currently don’t have access to the countless benefits parks provide.”



PARK CAMPAIGNS

National Park Service

Notes



PRIMARY MESSAGE:

“Healthy Parks. Healthy People.”

DESCRIPTION:

“A holistic approach to promoting the health and well-being of all species and the planet we share. Over the last decade, this movement has shone a light on the health benefits of parks to society.®”

MISSION:

“Using nearby parks will help them lead healthier, happier, more fulfilled lives, while connecting to the resources.”



PARK CAMPAIGNS

Boston Parks and Recreation

Notes



PRIMARY MESSAGE:

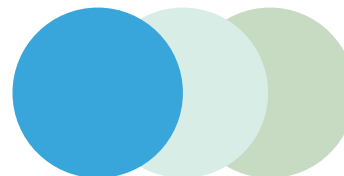
“Boston Parks Summer Fitness Series.”

DESCRIPTION:

“Boston Public Health Commission, the Boston Parks & Recreation Department and Blue Cross Blue Shield MA are partnering to provide the Boston Parks Summer Fitness Series - FREE fitness programming in Boston Parks this summer.”

MISSION:

“The Fitness Series will activate Boston parks while increasing opportunities for physical activity across Boston’s neighborhoods.”



PARK CAMPAIGNS

The Trust for Public Land

Notes



PRIMARY MESSAGE:

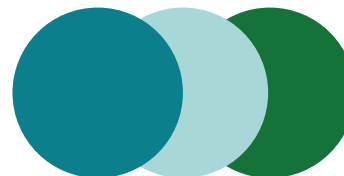
“Eight ways that parks improve your health.”

DESCRIPTION:

“If you live near a great park, you already know the vital role it plays in the health of your whole neighborhood. According to a recent study in Preventive Medicine, parks are America’s preferred destination for breaking a sweat; for people who live nearby, they’re the place where 50 percent of vigorous exercise occurs.”

MISSION:

“The animated short above will give you eight reasons to love—and visit—your local park. It spotlights eight surprising ways that parks improve your health.”



PARK CAMPAIGNS

City of Denver

Notes

Denverright.
Parks & Recreation Game Plan



PRIMARY MESSAGE:

“Denverright. Your Voice. Our Future.”

DESCRIPTION:

“Our community is undertaking an effort that builds upon our successes and proud traditions to design the future of this great city. Denverright is a community-driven planning process that challenges you to shape how we want to evolve in four key areas: land use, mobility, parks, and recreational resources.”

MISSION:

“Great cities don’t happen by accident. They are the result of intentional planning, committed community members, and thoughtful public projects that guide their evolution.”



PERCEPTIONS

SURVEY & INTERVIEW RESULTS

Top Words Used

CLEAN
ABUNDANT
ACCESSIBLE
SAFE

Observations

Residents who were surveyed see great value in the Rocklin Parks. Many commented on the variety and abundance of the parks. Others mentioned enjoying that they were close to their homes. The survey results show people believe the parks to be a safe place for children to play, make the community a more desirable place to live, and enhances a sense of community and connection among residents.

PERCEPTIONS

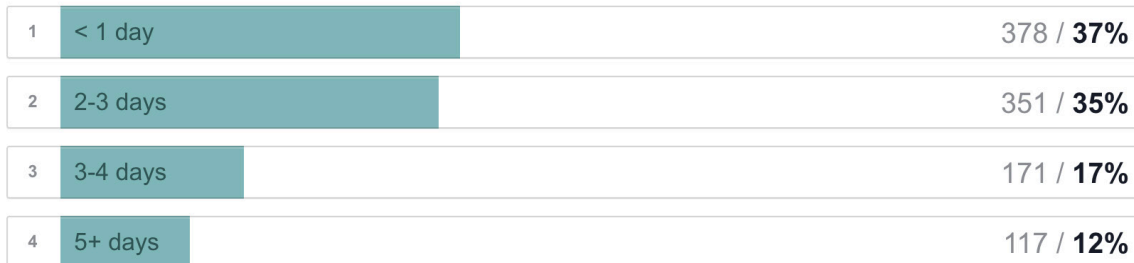
SURVEY & INTERVIEW RESULTS

Key Statistics

DO YOU OWN OR RENT A RESIDENCE IN ROCKLIN?



HOW MANY DAYS A WEEK DO YOU USE THE PARKS IN ROCKLIN?



Highlighted Responses

WHAT ARE SOME KEY PHRASES YOU WOULD USE TO DESCRIBE THE ROCKLIN PARKS?

- Accessible, easy access for families and community members
- Beautiful, open, welcoming, green grass, clean
- Calming, well maintained
- Not cookie cutter, unique

* One data point to note is almost 40% of people surveyed use the parks less than once a week. This presents a challenge in communicating the value of something people do not frequent.

PERCEPTIONS

SURVEY & INTERVIEW RESULTS

Highlighted Responses

WHAT MAKES THE ROCKLIN PARKS UNIQUE COMPARED TO OTHERS IN OUR AREA?

- The number of parks in proximity to walking distance to our home.
- Mixed components at the neighborhood parks.
- Rocklin really has a nice variety of parks - large community parks with all kinds of activities, dog park, small neighborhood park where families can have a picnic with their kids, easily accessible to our community.
- I think accessibility. Because of the number of parks and their location in the community and the walkability, the amenities set our parks apart.
- Abundance and accessibility. The number of parks that are spread around the community to most of our residents.

IF THERE WAS ONE THING YOU COULD CHANGE ABOUT THE ROCKLIN PARKS, WHAT WOULD IT BE?

- More bathrooms.
- More shade and trees.
- Add more unique activities and items (splash pads, aquatics, security, unwanted activities, modern activities for different age groups).
- Better regulation of drugs, vandalism, unwanted activities.
- Connection of walking trails, better lighting at night and on walking paths.
- General maintenance (muddy areas from over watering, trash pickup).
- Dog parks - mixed reviews (water fountains, better regulation of pet waste).

Highlighted Responses

WHAT'S ONE THING YOU HOPE NEVER CHANGES ABOUT THE PARKS IN ROCKLIN?

- Cleanliness, maintenance, safety
- The amount of them
- That they are included in neighborhoods
- The importance of them
- That they are family friendly
- The variety
- The open spaces
- They remain free, are not sold
- Free of transient people, crime and vandalism
- Beauty-green grass, trees

TAX INSIGHTS

SURVEY & INTERVIEW RESULTS

Top Words Used

PROPERTY TAX

MELLO-ROOS TAX

CITY BUDGET

DONATIONS

Observations

On average, Rocklin residents that were surveyed reported they would be willing to contribute more to a park tax that would help offset maintenance costs. With an overall agreeable sentiment towards paying more, there still may be a hesitency when “rubber meets the road.”

It will be important to show the benefits of parks, not just to those who use them, but more importantly to those who don’t often find themselves using the park system.

There is some confusion on where park funding comes from. A simple and clear park funding outline would be immesnely helpful in understanding where the tax dollars go and how they are used. Transparency is key when it comes to tax payer dollars.

TAX INSIGHTS

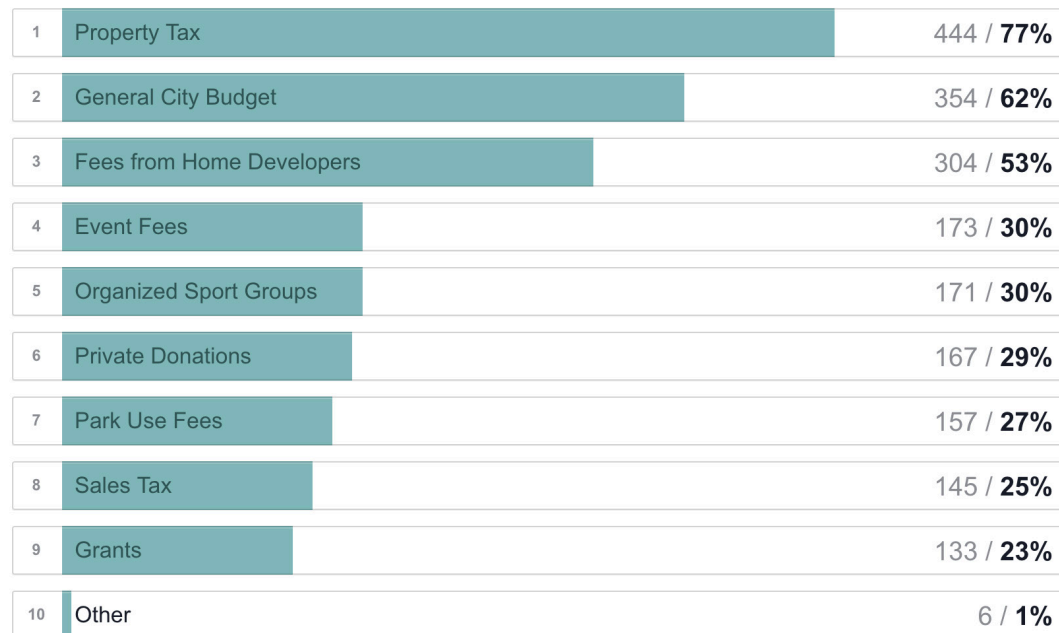
SURVEY & INTERVIEW RESULTS

Key Statistics

DO YOU KNOW HOW THE ROCKLIN PARKS ARE FUNDED?



OF THESE OPTIONS, WHICH DO YOU THINK FUND THE ROCKLIN PARKS?



Highlighted Responses

DESCRIBE TO THE BEST OF YOUR KNOWLEDGE WHERE THE FUNDING FOR PARKS COMES FROM?

- Property Taxes
- Mello-Roos Tax
- City Budget
- Donations
- Federal Grants
- Sports Teams
- Business Tax
- HOAs
- A special tax/park tax
- Sales Tax

TAX INSIGHTS

SURVEY & INTERVIEW RESULTS

Key Statistics

DO YOU SUPPORT RENEWING THE TAX?

1	Yes	759 / 74%
2	Undecided	164 / 16%
3	No	96 / 9%

TO ACCOUNT FOR PROJECTED MAINTENANCE COST INCREASES, WOULD YOU BE WILLING TO PAY MORE?

1	Yes, I'd be willing to pay \$1 more per month	395 / 43%
2	b. Yes, I'd be willing to pay \$3 more per month	196 / 21%
3	No, I'd only be willing to pay the current amount of \$2.50 per month	158 / 17%
4	Yes, I'd be willing to pay \$5 more per month	146 / 16%
5	No, I am not willing to pay any tax towards park maintenance	19 / 2%

Highlighted Responses

WOULD YOU BE IN SUPPORT OF A TAX INCREASE TO HELP MAINTAIN THE PARKS?

- “We make parks and open space a priority, but it’s very expensive. I’d like to see a better understanding of the city’s budget and cost of parks. I think we’d see more interest in the parks. We prioritize our parks, but when things are tight, we need to support police and fire first.”
- “Most of the parks are city funded. These are from property taxes. The city has limited means of raising money--property taxes and PART of sales tax go to the city’s fund. It could elect to use more general funds, but realistically fire and police take the lion’s share of the general city fund. It requires 2/3 vote to increase property taxes, so this is a hard deal.”
- “Yes! Very in favor but am afraid if people don’t have kids, then they may not use the parks. Example of brother and sister-in-law, who do not have any kids and when the school bond was going through, they didn’t want to contribute because it’s not their thing - just not interested in more taxes and they don’t see how they benefit from it - they might be against it.”

CONCLUSION

POTENTIAL DIRECTIONS

Insight 1

HOMETOWN PRIDE

We spoke to many long-time residents of Rocklin and one message that kept coming up was the way Rocklin parks have contributed to a strong feeling of hometown pride. The residents who have been there a while are deeply connected to the city, and the parks have played a role in that. There were fond memories shared about spending time at the parks and multiple generations gathering there for events and fun. From little league games, to play dates, to participating in the Jubilee celebration and family picnics – many lasting memories were made at the parks in Rocklin. However, less of the newer residents we spoke with mentioned any nostalgic events happening at the parks. As Rocklin has expanded, some of the hometown feel has been lost and there is an opportunity to capture that pride and sense of belonging.

Additional Information

Rocklin Embraces Tradition

Rocklin parks can be positioned as the place to begin and carry on traditions. Family memories can be made in simple, yet meaningful ways. Families don't have to take a trip to Hawaii or Disneyland for memories to be created and a sense of tradition to be fostered. Fourth-of-July barbecues and birthday celebrations at picnic areas can be meaningful events with emotional importance. Consider focusing on simple, but significant memories and traditions that can be made at the Rocklin parks.

What Sets Rocklin Apart – Your Park Near Your Home

One of the most mentioned comments, when asked the question, “What makes Rocklin parks unique from others in the area?” was the amount of parks located within walking distance of homes. This adds a unique aspect to neighborhoods and can help foster relationships with neighbors which is rudimentary to establishing a hometown feel. When a child is able to ride a bike a few houses down to play at the park with friends, or when a group of women can walk a block away to meet and watch their kids play on the playground, that park becomes an extension of “home.”

CONCLUSION

POTENTIAL DIRECTION

Insight 2

YOUR LIFE. HERE.

After speaking with a variety of residents, one thing rang true: life happens at the parks. Whether you spend six days a week at the park at your child's soccer practice, or go to the park once a week for a leisurely stroll—people are meeting, relationships are forming, connections are being made, and life is happening.

Combating the “Lonliness Epidemic”

In today's world of instant access to information, social media, and an over-abundance of screen time, we are more disconnected and dis-unified than ever. As a way to battle this lack of unity and loneliness, Rocklin parks not only enhance the community, but are doing their part to

Additional Information

bring humanity together. From dog lovers, to fitness enthusiasts, to kids in sports, to music and art lovers, to families – Rocklin provides a park for everyone who supports the invitation to come together and live in community.

Life Moments at the Park

We heard personal stories from people whose lives were touched by interactions at the park: one woman met her husband while she was there playing with her kids, and another said she always meets new friends at the park. There were stories shared by parents about coaching their kids' games, and an uncle who goes to the park to watch his nephew play soccer. Stories of attending community celebrations and music events with friends, and stories of gathering with family and neighbors – all of it happening at the Rocklin parks. Real-life stories unfolding every day at the gathering spaces that parks provide can be high-

lighted in Rocklin's messaging to communicate the unity that can be found at the parks and invite people to participate in the vibrant life that happens there.

Strengthening Relationships

Rocklin parks have created a place for relationships to flourish. From parents taking their kids to the water fun or playground structures and enjoying a day with them, to grandparents attending their grandkids' baseball or soccer games, to friends walking together for exercise, the parks create space for connection and community, which are the heartbeat of life. Consider focusing on this theme of connection and personal transformation in each message that is shared.

CONCLUSION

POTENTIAL DIRECTION

Insight 3

YOUR PARK, FOR YOUR BENEFIT.

It is no doubt that the parks in Rocklin are seen as an asset to the city. In addition to preserving natural beauty and providing a safe place for people to be, they also enhance the desirability to live in the community.

Additional Information

Adding Value to the Community

A recent study on homeownership has suggested that people take better care of what they have ownership over. Helping each resident to feel that they have “ownership” over their local parks can help instill a sense of pride and deeper concern for the future of the parks. Even for residents who don’t consistently use the parks, there is still immense value in parks. In numerous studies, parks have proven to increase property values, aid in economic development and boost tourism. Homebuyers prefer homes close to parks, open space, and greenery. Proximity to parks increases property value which in turn makes Rocklin a desirable place to live. Consider highlighting the different ways that Rocklin parks add value to the community to educate residents and create a greater connection between the parks and the value they bring.

Mental, Physical, & Emotional Well-Being

It is widely known that individuals who move to greener areas have significant and long-lasting improvements in mental health. Even passive leisure activities in parks like reading and contemplation improve mood, reduce stress and enhance a sense of wellness. In addition, many residents use the parks for physical fitness, running, and play for children. Consider focusing on these very important benefits to an individual’s health and well-being.

bamboo



Parks, Recreation, and Arts Commission Report

Subject: Status Update of Priority Projects – Item 11

Submitted by: Karen Garner, Director

Date: November 8, 2017

Department: Parks & Recreation

- **Staff Recommendation:**
 - For informational purposes only. No action required.

BACKGROUND:

At the May 10, 2017 meeting, the Commission adopted a prioritized list of park projects. The prioritized list is intended to give recommendations to staff and council for how available park funding should be allocated.

UPDATES

1. **Johnson-Springview Water Play area.** It is anticipated that the Johnson-Springview Water Play area will be funded through park development fees. For FY 17-18, \$60,000 has been budgeted for design work. Sarah Novo, Parks Manager will share initial design concepts as part of the Parks Manager Report. Construction costs are expected to be funded in FY 18-19 also through park development fees. Kiwanis expressed interest in contributing funding to water play area or art component to enhance water play area.

2. **Trail development.** Staff submitted a grant application on 9/1/17 through California State Parks for the Outdoor Environmental Education Facilities Grant Program to request funds for trail construction. Staff is also working with Economic and Community Development staff to require that developers provide trail segments where trail sections have been identified in private development projects per the Trails Strategy and Action Plan. Current sections staff is working on include Quarry Loop Trail sections C, D & E. Council's recent approval of the Sierra Pine Subdivision obligates the developer to construct a portion of the Granite Meadows trail. This trail will eventually span from Sierra College to the library and will also connect to a new park within the subdivision and Sierra Meadows Park. Staff is currently considering design concepts to enhance pedestrian connectivity of the trail across Dominguez Road.

3. **Rocklin 60 Park development.** Construction continues, including installation of the shade structure grading and construction of new sidewalks. In addition to the shade structure, the park will have picnic tables, BBQ, swing set and small slide play structure. Projected completion around the first of the year depending on weather. A grand opening will be planned once we have a completion date.

4. **Veterans Park development.** Rough design work complete. Included in CIP with estimated cost of \$245,000. Unfunded.

5. **Johnson-Springview Master Plan.** Staff will outline timeline, strategy and components and bring back to Commission in winter. Will be largely completed in-house with some design work contracted.

Priority Projects Status Update

November 8, 2017

Page 2

6. Finnish Temperance Hall outdoor improvements. Included in CIP with estimated cost of \$130,000. Unfunded.

7. Front Street Plaza. Included in CIP with estimated cost of \$365,000. Unfunded.

8. Whitney Ranch Park Phase II. Community survey complete. No funding sources yet identified or timeline for design.



Parks, Recreation, and Arts Commission Report

Subject: Director's Report – Item 12

Submitted by: Karen Garner, Director

Date: November 8, 2017

Department: Parks & Recreation

- **Staff Recommendation:**
 - Informational Only. No Action necessary.

Pacific Street Bike Trail Segment

Commission to prepare letter recommending consideration of missing bike trail segment on Pacific Street between Del Mar and Yankee Hill during the annual CIP review which will begin after the first of the year.

Sports Leagues Roundtable

Staff is scheduled to meet on November 8th with representatives from sports leagues and schools that use or have interest in use of city fields. The intent of the meeting is to better understand the needs of the groups, identify resources groups can provide, review possible opportunity sites and where overlap or potential partnerships exist.

Sunset Whitney Golf Course

At the October 24th Council meeting, the City Council voted to approve purchase of the former Sunset Whitney Golf Course. The property is currently in escrow with closing scheduled no later than 105 days from council approval. Attached is a copy of the City Council staff report. There is, of course, great interest and excitement from the public regarding this property with many ideas for potential uses. It is anticipated that after the sale of the property is complete, the Parks, Recreation and Arts Commission will take the lead in soliciting and reviewing public comment and making recommendations to the City Council for both short and long-term plans.

Upcoming Special Events

Tree Lighting – Saturday, December 2nd 4 pm to 7 pm @ Front Street

City staff is working with Kiwanis and the Historic Society on this annual community event free to the public.

Breakfast with Santa – Saturday, December 23, 8 to 11 am, Sunset Event Center

Boy Scout Troop #29 will be taking over this event this year. Registration will begin soon for this amazing event that is sure to be a sell-out once again.

Gather – Holiday Edition – Rocklin Event Center, Saturday, December 16th afternoon/early evening

As a replacement for the June Gather event that had to be cancelled due to heat, Gather – Holiday Edition will bring unique vendors, music and food and drink tasting and demonstrations to Rocklin. Last minute shoppers will find many unique gifts at this one-of-a-kind holiday event.



City Council Report

Subject: Resolution of the City of Rocklin Approving the Purchase of Real Property Formerly Known as the Sunset Whitney Golf Course for Public Purposes

Submitted by: Ricky A. Horst

Date: October 24, 2017

Department: Office of the City Manager

Staff Recommendation: Approve Resolution No. 2017-XXX, A Resolution of the City Council of the City of Rocklin Approving the Purchase of Real Property Formerly Known as the Sunset Whitney Golf Course for Public Purposes.

BACKGROUND: Following renewed discussions and further negotiations, the City of Rocklin and the Ownership of the Rocklin Golf Club, formerly known as the Sunset Whitney Golf Course, have been able to reach an agreement on terms for consideration of purchase and sale of said property.

Findings:

- The property owner desires to sell the property, commonly known as the former Rocklin Golf Course, or the former Sunset Whitney Golf Course, consisting altogether of approximately one hundred and eighty-four (184) acres of land, with existing buildings and improvements.
- Based on the terms and conditions as specifically referenced in the Purchase and Sale Agreement, the City of Rocklin desires to purchase the property.
- The property has been appraised by a licensed and certified real estate appraiser, and the Purchase Price, as set forth in the Purchase and Sale Agreement is less than the appraised value.
- It has been determined that the acquisition of the property is in the best interest of the public; is in conformity with the adopted General Plan; and will serve many public purposes, presently and in the future, including but not limited to, recreational, park, trail and open space purposes.
- The property currently is in a condition not suitable for public access or use and the City will need some time and added resources to bring the property, whole or in part, to an acceptable standard.
- There are no development rights considered or implied with the Agreement of Purchase and Sale.
- Upon execution of the Agreement for Purchase and Sale, the City will have: (all times run concurrently)
 - a) 3 days to fund escrow
 - b) 48 days to review Title documents

- c) 90 days to conduct feasibility
- d) 105 days to close
- City staff has completed or will complete an environmental assessment, title search and physical inspection of the property.
- While some buildings may be salvageable, it is anticipated that the majority of the structure(s) will be demolished and cleared from the property.

Conclusions:

- It has been determined that the acquisition of the property is in the best interest of the public and shall serve all residents of the City of Rocklin community.
- It will take time and additional resources to bring the property into minimum standards for public use. It is likely that there will be smaller phased openings for public use as minimum standards and further enhancements are applied to the property.
- The City will provide adequate weed abatement and fire control maintenance throughout the property irrespective of phased openings to the public.
- At present, while intended uses are yet to be identified, it is anticipated that there will be a myriad of low impact activities and uses representing a broad range of community interest. These determinations will be made over time and as resources become available.

Recommendations:

- Authorize the City Manager to execute the Agreement of Purchase and Sale and Joint Escrow Instructions with the Sunset Whitney, LLC, and to take all necessary actions to carry out the terms of such Agreement.

Alternatives:

- Elect not to purchase the property

Fiscal Impact:

- Purchase price is \$5.8 million with an initial payment of \$2.8 million at closing followed by six annual payments of \$531,015.96 commencing in December 2018.
- The initial payment of \$2.8 million will be funded as follows:
 - a) \$1,100,000 Oak Tree Mitigation
 - b) \$ 480,000 West Oaks Parcel Sale Proceeds
 - c) \$1,220,000 LRBS (Bond) Proceeds
- Annual payments will be funded as follows:
 - a) \$1,294,438 Current and Future Oak Tree Mitigation
 - b) \$1,891,657 Current and Future Park Impact Funds
- Funds may be supplemented with grant funds should they become available
- Note: All funds are collected via property development projects as approved by the City of Rocklin and are restricted in their use to include the purposes described herein.



Ricky A. Horst, City Manager
Reviewed for Content



Steven Rudolph, City Attorney
Reviewed for Legal Sufficiency

RESOLUTION NO. 2017-

RESOLUTION OF THE CITY OF ROCKLIN
 APPROVING THE PURCHASE OF
 REAL PROPERTY FORMERLY KNOWN AS THE SUNSET WHITNEY GOLF COURSE
 FOR PUBLIC PURPOSES

WHEREAS, Sunset Whitney, LLC, a California limited liability company ("Seller"), is the owner of that certain real property located in the City of Rocklin, consisting of parcels identified as Placer County Assessor's Parcel Numbers 010-010-011, 010-010-014, 010-040-007, 016-010-005, 016-010-006, 016-010-007, 016-020-003, 016-020-004, and 030-140-009 (the "Property"); and

WHEREAS, the Property is commonly known as former Rocklin Golf Course, or the former Sunset Whitney Golf Course, consisting altogether of approximately one hundred and eighty-four (184) acres of land, with existing buildings and improvements; and

WHEREAS, Seller desires to sell the Property and the City desires to purchase the Property; and

WHEREAS, the Property has been appraised by a licensed and certified real estate appraiser, and the Purchase Price, as set forth in the attached Agreement of Purchase and Sale and Joint Escrow Instructions is less than the appraised value; and

WHEREAS, City staff has completed or will complete an environmental assessment, title search and physical inspection of the Property; and

WHEREAS, the City Council has determined that the acquisition of the Property is in the best interests of the public; is in conformity with the adopted General Plan; and will serve many public purposes, presently and in the future, including but not limited to, recreational, park, trail and open space purposes.

NOW THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions by and between the City and Sunset Whitney, LLC, for the property commonly known as the Sunset Whitney Golf Course, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. The City Manager is hereby authorized to execute the Agreement of Purchase and Sale and Joint Escrow Instructions with the Sunset Whitney, LLC, and to take all necessary actions to carry out the terms of such Agreement. In particular, the City Manager is authorized to waive any and all conditions precedent to closing, extend any timelines set forth

in the Agreement, and approve minor changes to the terms of the Agreement, without further action by the City Council.

PASSED AND ADOPTED this 24th day of October, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Scott Yuill, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

**AGREEMENT OF PURCHASE AND SALE
AND
JOINT ESCROW INSTRUCTIONS**

This Agreement of Purchase and Sale and Joint Escrow Instructions ("**Agreement**") dated for reference purposes October 24, 2017, by and between the **CITY OF ROCKLIN**, a municipal corporation ("**Buyer**"), and Sunset Whitney, LLC, a California limited liability company ("**Seller**").

RECITALS

- A. Seller is the owner of that certain real property ("**Real Property**") located in the City of Rocklin ("**City**"), County of Placer ("**County**"), State of California, consisting of parcels identified as Placer County Assessor's Parcel Numbers 010-010-011, 010-010-014, 010-040-007, 016-010-005, 016-010-006, 016-010-007, 016-020-003, 016-020-004, and 030-140-009 (the "**Property**") legally described on Exhibit A and depicted on Exhibit B, both Exhibits attached hereto and made a part hereof.
- B. The Property is commonly known as former Rocklin Golf Course, or the former Sunset Whitney Golf Course, consisting altogether of approximately 184 acres of land, with existing buildings and improvements.
- C. Buyer intends to purchase the Property from Seller and Seller intends to sell the Property to Buyer on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

1. Purchase and Sale. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

2. Effective Date. The date the last party executes this Agreement shall be the "**Effective Date**."

3. Purchase Price.

3.1 The purchase price for the Property shall be calculated as follows:

3.1.1 The purchase price shall be Five Million Eight Hundred Thousand Dollars and no/100 Dollars (\$5,800,000.00) referred to herein as the "**Purchase Price**".

3.1.2 Buyer shall, within three (3) days of the Effective Date, deposit into Escrow the sum of One Hundred Thousand and no/100 Dollars (\$100,000) as an Earnest Money Deposit to be credited toward the Purchase Price. The date of the deposit of the Earnest Money

Deposit shall be the “**Opening Date**” of the escrow. Buyer shall place with the Escrow Holder the Earnest Money Deposit in cash, wire or check. The Escrow Holder shall place the Earnest Money Deposit in an interest bearing account and all interest earned thereon shall be added to the Earnest Money Deposit (“**Earnest Money Deposit**”).

3.2 On or before the Close of Escrow (defined in Section 9.), Buyer shall deposit into Escrow the escrow payment of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) in cash or immediately available funds (“**Escrow Payment**”).

3.3 The remaining Purchase Price Balance (“**Purchase Price Balance**”) shall be paid over a six (6) year period with approximately equal annual payments on or about December 1 of each year with simple interest of two percent (2%) each year. The first annual payment shall be due on or before December 1, 2018, and due thereafter on or before December 1st, with the last payment due on or before December 1, 2023.

4. Conditions Precedent.

4.1 Conditions Precedent to Closing. Buyer's obligation to purchase the Property from Seller is subject to the following conditions precedent (“**Conditions Precedent**”), which are for Buyer's benefit only:

4.1.1 Title. Buyer has obtained a preliminary title report (“**Preliminary Report**”) for the Property issued by Placer Title Company, together with legible copies of all exceptions and the documents supporting the exceptions (“**Exceptions**”) in the updated Preliminary Report (the Preliminary Report, together with the Exceptions, shall be collectively referred to as the “**Title Documents**”). The Escrow Holder for the closing of the purchase and sale contemplated herein shall be Placer Title Company , 1508 Eureka Road, Suite 150, Roseville, CA 95661; Phone Number (916) 782-3711 and Fax Number (916) 774-0586.

4.1.2 Seller shall direct the Escrow Holder to provide a preliminary commitment for title insurance for the full amount of the Purchase Price, together with copies of all exceptions referred to therein. Seller shall pay the premium for the standard owner’s policy upon the Close of Escrow. Buyer, at its option, may secure an ALTA Extended Owner’s Policy, paying the premium above the standard Owner’s Policy.

4.1.3 Within forty-five (45) calendar days after the Opening Date, Buyer shall review the Title Documents and shall approve or disapprove, in its sole discretion, the Title Documents by delivering written notice to Seller and Escrow Holder. Unless Seller notifies Buyer within five (5) days of receiving said written notice (“**Seller’s Title Notice**”) that it will eliminate all objections within Seller’s control, Buyer shall have until the earlier of the Closing Date or five (5) days from receipt of Seller’s Title Notice to terminate this Agreement.

4.1.4 Notwithstanding the foregoing, Seller agrees to remove, on the Close of Escrow, any deeds of trust or other monetary liens whereby Seller is the trustor or borrower or creditor which are currently recorded against the Property, if any. If Seller is unable or

unwilling to remove all of the title matters objected to by Buyer, or fails to deliver Seller's Title Notice, Buyer shall have five (5) business days from receipt of Seller's Title Notice to notify Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be Buyer's election to take the action described in clause (2). If this Agreement is terminated pursuant to this Section, then the Earnest Money Deposit shall be returned to Buyer, and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

4.1.5 Title Policies. On or before expiration of the Feasibility Period (defined below), Buyer shall have received evidence, as part of Buyer's due diligence investigation of the Property, that Escrow Holder's title insurer ("**Title Company**") is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, a California Land Title Association ("**CLTA**") standard owner's policy of title insurance ("**Owner's Policy**") in the face amount of the Purchase Price with the endorsements Buyer may require ("**Endorsements**"), showing title to the Property vested in Buyer subject only to the approved Exceptions.

4.1.6 Property Documents. Within ten (10) days of the Opening Date, Seller shall provide Buyer with copies of the following documents, if any, that are in its possession or under its control: relevant studies, documents, land surveys, soils reports, licenses, judgments, orders, leases, easements, bond, CFD or other debt information on the property and other documents and/or contracts pertaining to the Property, together with any amendments or modifications; any and all information that Seller has regarding environmental matters affecting the Property and regarding the condition of the Property (collectively referred to as "**Property Documents**"). Seller is only obligated to provide Buyer with documents in its possession and control and is under no obligation to acquire documents from others. The purpose of providing the Buyer with the documents is to aid in its review of the Property during the Feasibility Period. Providing Buyer with the Property Documents does not eliminate or reduce Seller's obligations to perform its own thorough and complete review of all aspects of the property and no liability shall attach to the Seller based on any information provided to the Seller. Seller makes no express or implied representations or warranties regarding the truthfulness, accuracy, or completeness of the Property Documents or other information provided to Buyer; provided, however, if Seller is aware of any inaccuracies or incompleteness of the Property Documents, Seller shall upon delivery of the Property Documents to Buyer or upon discovery of inaccuracies or incompleteness inform Buyer of such inaccuracies or incompleteness.

4.1.7 Feasibility Period: Buyer shall have a ninety (90) day feasibility period ("**Feasibility Period**") from the Opening Date to conduct its additional due diligence and feasibility studies, including but not limited to environmental, soils, title, zoning and building regulations and permits, financing leasing and economic conditions. The Feasibility Period may be extended or shortened by the written mutual agreement of the parties. Should Buyer be satisfied with the aforementioned items, it shall waive the above contingencies and affirm the purchase agreement by written notice to the Seller and the Escrow Holder within the said

period. Otherwise, the Buyer shall provide written notice that the Agreement is terminated and Buyer shall receive the Earnest Money Deposit. Failure of Buyer to provide any written notice shall be deemed to be Buyer's election to terminate this Agreement. If this Agreement is terminated pursuant to this Section, then the Earnest Money Deposit shall be returned to Buyer, and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

4.1.8 Physical Inspection. During the Feasibility Period, upon not less than one (1) business day's advance written notice from Buyer to Seller, Seller shall provide Buyer and Buyer's agents and representatives with access to the Property to make such reasonable non-destructive inspections, tests, copies, verifications, assessments, surveys and studies ("**Inspections**") as Buyer considers reasonably necessary or desirable under the circumstances regarding the Property and its condition. Inspections may include, without limitation, inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; environmental assessments, and tests and reports. All Inspections shall be made at Buyer's sole cost and expense. Buyer shall repair any damage to the Property caused by any Inspections. Prior to the expiration of the Feasibility Period, Buyer shall provide Seller with written notice of Buyer's approval or disapproval of the Property, in Buyer's sole discretion. In the event Buyer, in its sole discretion, disapproves the Property for any reason, Buyer may terminate this Agreement and, unless otherwise provided herein, the rights and obligations of the parties under this Agreement shall be of no further force and effect. Failure of Buyer to terminate this Agreement during the Feasibility Period based on the Inspections described in this Paragraph waives any rights to terminate the Agreement based on objections to the Inspections described above.

- a. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's representatives or liens arising from Buyer's due diligence review of the Property. Prior to any entry on to the Property by any of Buyer's Representatives, Buyer shall deliver to Seller an endorsement to a commercial general liability insurance policy which evidences that such Buyer's Representative is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to Seller, covering the activities of such Buyer's Representative on or upon the Property. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least One Million and No/100ths Dollars (\$1,000,000.00) and an aggregate limit of at least Two Million and No/100ths Dollars (\$2,000,000.00), shall name Seller as an additional insured, and shall be primary and non-contributing with any other insurance available to Seller.

4.1.9 Condemnation or Casualty. On the date of Close of Escrow, the Property shall not have been damaged or destroyed in any material respect and no condemnation or eminent domain action or proceeding shall be pending or threatened against the Property.

4.1.10 Seller's Representations. The truth and accuracy, in all material respects, of all Seller's representations and warranties in this Agreement and the related documents executed or to be executed by Seller.

4.1.11 Seller's Cell Tower Condition. Prior to the Close of Escrow, at Seller's sole cost and expense, Seller shall obtain consent to the assignment of the cell tower lease to Buyer. If the building upon which the cell tower is located is deemed to be unsuitable for future use during Buyer's Feasibility Period, Seller shall cause the cell tower to be relocated to a mutually agreed-upon location on the Property.

4.1.12 Placer County Environmental Case. Prior to the Close of Escrow, at Seller's sole cost and expense, Seller shall comply with all pending enforcement actions of Placer County related to a stain on the asphalt in the maintenance area. Prior to the Close of Escrow, Seller shall cause at Seller's sole cost and expense the closure of all pending enforcement actions to the satisfaction of Placer County. Seller shall provide to Buyer prior to Close of Escrow, written confirmation from Placer County that all enforcement actions relating to the Property have been resolved and closed.

4.1.13 Property Clean-Up. Prior to the Close of Escrow, at Seller's sole cost and expense, Seller shall re mow all fire trails on the perimeter as well as the fire trails in the interior of the Property. Seller shall be responsible for the costs of the removal of any asbestos from any buildings or structures to be removed or demolished by Buyer. This obligation shall survive for one (1) year from Close of Escrow, and in the event Seller does not remove the asbestos from any buildings or structures to be removed or demolished by Buyer, then Seller consents to the deduction of such costs from Buyer's first and/or second annual payment. Seller shall have the salvage rights to any internal material in the "club house" building, prior to demolition, with the exception of all kitchen equipment. Also, all materials contained within the south community meeting room will remain intact, with the exception of any materials destroyed or removed in connection with asbestos removal. The roof and shell of the building shall be left intact. Buyer shall be responsible for the costs of any building removal and demolition, after asbestos removal.

4.1.14 Property Damage Litigation. Seller shall continue to prosecute to resolution that certain property claim related to the damage to the Property building on or about January 8, 2017. Seller shall pay to Buyer seventy percent (70%) of the gross amount of any amount recovered from the resolution of such litigation or claim.

4.1.15 Waiving Contingencies. Should Buyer waive contingencies, then Buyer and Seller shall close escrow and finalize the purchase within fifteen (15) days from the expiration of the Feasibility Period. ("**Closing Date**").

4.2 Failure of Conditions Precedent. In the event any of the Conditions Precedent have not been fulfilled prior to the Close of Escrow, or within the applicable time period(s) if earlier, or if Buyer disapproves any matters for which Buyer's approval is required, Buyer may, within ten (10) business days either: (i) waive the condition or disapproval and close Escrow in accordance with this Agreement, or (ii) terminate this Agreement by written notice to Seller and receive a return of any Earnest Money Deposit.

5. Seller's Representations and Warranties. Seller represents and warrants to Buyer the following representations and warranties. For the purpose of this Agreement, without creating any personal liability on behalf of such individuals, usage of "to the best of Seller's knowledge," or words to such effect, shall mean the knowledge of Charlie Gibson, including constructive knowledge and duty of reasonable inquiry, existing as of the Effective Date. In the event that Buyer, prior to Close of Escrow, becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any claims or actions that Buyer may have against Seller as a result of such inaccuracy or omission and receive a return of any Earnest Money Deposit, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against Seller as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against Seller for damages as a result of such inaccuracy or omission discovered prior to Close of Escrow:

5.1 Seller represents (i) has the full power and authority to enter into this Agreement and to perform this Agreement; (ii) is not the subject of any bankruptcy or insolvency proceedings; and (iii) this Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws from time to time in effect which affect the rights of creditors generally or by limitations upon the availability of equitable remedies.

5.2 To the best of Seller's knowledge, as of the Close of Escrow no other person or entity shall lawfully be in possession of the Property or have any right of occupancy of the Property, whether pursuant to a lease, license, occupancy agreement or otherwise.

5.3 To the best of Seller's knowledge, except for the rights of Buyer under this Agreement, Seller has not granted any options or rights of first refusal to purchase the Property to any person or entity. Conveyance of the rights described herein will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.

5.4 To the best of Seller's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could (i) affect Seller's title

to the Property, or any portion thereof, (ii) affect the value of the Property, or any portion thereof, or (iii) subject an owner of the Property, or any portion thereof, to liability.

5.5 To the best of Seller's knowledge, there are no uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

5.6 To the best of Seller's knowledge, Seller has not received written notice that the Property is in violation of any federal, State, or local law, ordinance, regulation, order, decree or judgment.

5.7 To the best of Seller's knowledge, Seller has not received written notice that the Property or any part thereof is not in full compliance with all applicable environmental, and similar laws, statutes, rules, regulations and ordinances and all covenants, conditions and restrictions applicable to the Property.

5.8 To the best of Seller's knowledge, (i) the Property, (ii) the environmental conditions on, under, or about the Property, (iii) the soil conditions of the Property, and (iv) the ground water conditions of the Property are not, as of the Effective Date of this Agreement, and as of the Close of Escrow, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as defined herein) or industrial hygiene. The term "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

6. Buyer's Representations and Warranties. Buyer represents and warrants to the best of Buyer's knowledge that as of the Effective Date and as of the Close of Escrow:

6.1 Buyer's Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

6.2 Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

6.3 Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract,

indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

6.4 Independent Inspection. Buyer represents, warrants and covenants to Seller that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property.

6.5 Real estate taxes and assessments. Real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Upon Close of Escrow, Buyer shall be responsible for all taxes, assessments and fees applicable to the Property.

6.6 "As Is" Purchase. Subject to Buyer's due diligence review of the Property as set forth in Article 4, Seller's pre-closing and closing conditions, and as a material inducement to Seller's execution and delivery of this Agreement and performance of its duties under this Agreement: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN "AS IS" BASIS. SELLER AND BUYER AGREE THAT THE PROPERTY WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND, EXCEPT FOR THE IMPLIED COVENANTS OF THE GRANT DEED IN ACCORDANCE WITH CIVIL CODE SECTION 1113, SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY. FURTHER, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE EXACT OR ACTUAL SQUARE FOOTAGE OR ACREAGE INCLUDED WITHIN THE PROPERTY, OR THE LOCATION OR ACCURACIES OF ANY BOUNDARIES, EASEMENTS, DRAINAGE, OR ANY OTHER SUCH ITEMS WITH REGARD TO THE PROPERTY. BUYER HAS HAD THE OPPORTUNITY TO HAVE CONDUCTED A SURVEY WITH REGARD TO THE PROPERTY TO CONFIRM THE BOUNDARIES, SQUARE FOOTAGE, DRAINAGE, OR OTHER SUCH ITEMS WITH REGARD TO THE PROPERTY AND HAVE DONE SO, OR HAVE KNOWINGLY AND VOLUNTARILY WAIVED THE SAME. THE PARTIES ACKNOWLEDGE THAT THIS "AS IS" LANGUAGE DOES NOT APPLY TO CLAIMS OF FRAUD.

7. Indemnification.

7.1 From and after the Close of Escrow, Seller shall indemnify, protect, defend and hold harmless Buyer (and Buyer's officials, representatives, agents and employees) against and in respect of any and all claims, demands, damages, liabilities, losses, judgments, assessments, costs and expenses (including reasonable fees and expenses for legal representation (attorneys, paralegals, consultants, etc.), experts' fees and costs and all court costs) arising from the following:

7.1.1 By reason of Seller or Seller's agents, employees, or representatives sole negligence or intentional act, omission, event or liability relating to the Property arising, incurred, or that occurred before the Close of Escrow; or

7.1.2 Based upon or related to a breach of any representation, warranty, or covenant made by Seller in this Agreement.

7.2 From and after the Close of Escrow, Buyer shall indemnify, protect, defend and hold harmless Seller (and Seller's officials, representatives, agents and employees) against and in respect of any and all claims, demands, damages, liabilities, losses, judgments, assessments, costs and expenses (including reasonable fees and expenses for legal representation (attorneys, paralegals, consultants, etc.), experts' fees and costs and all court costs) arising from the following:

7.2.1 By reason of Buyer's or Buyer's agents, employees, or representatives sole negligence or intentional act, omission, event or liability relating to the Property arising, incurred, or that occurred after the Close of Escrow; or

7.2.2 Based upon or related to a breach of any representation, warranty, or covenant made by Buyer in this Agreement.

8. Seller's Covenants. Seller agrees as follows:

8.1 Payment of All Obligations. Seller shall have discharged all liens, excluding tax, assessment or governmental liens appearing in the Title Documents, including mechanics' and materialmen's liens arising from labor and materials furnished prior to the Close of Escrow. Seller will discharge all of Seller's obligations and liabilities under the Property Documents arising prior to the Close of Escrow.

8.2 Litigation. Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller which might affect the Property or any interest of Buyer.

9. Seller shall provide Escrow Holder with a copy of this Agreement fully executed within three (3) days after the Effective Date ("**Escrow**"). This Agreement shall, to the extent possible, act as escrow instructions. The parties agree to execute all further escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency. "**Close of Escrow**" is defined to be date of the recordation of the Grant Deed (in the form attached hereto as Exhibit C and made a part hereof) from Seller to Buyer for the Property. The Close of Escrow shall occur on or before sixty (60) days following the conclusion of the Feasibility Period or such other date as the parties hereto shall mutually agree in writing.

10. Closing. On or before Close of Escrow, Seller and Buyer shall deposit with Escrow Holder the following documents and funds and shall close Escrow as follows:

10.1 Seller's Deposits. Seller shall deposit with Escrow Holder the following:

10.1.1 Deed. The original executed and acknowledged Grant Deed conveying the Property to Buyer ("**Grant Deed**");

10.1.2 Non-Foreign Affidavit. The original Nonforeign Affidavit executed by Seller, where applicable;

10.1.3 Property Documents. Copies of all Property Documents to be assumed by Buyer, originals if in Sellers possession or control;

10.1.4 Additional Documents. Any other documents or funds required by Escrow Holder from Seller to close Escrow in accordance with this Agreement.

10.2 Buyer's Deposits. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder the following:

10.2.1 Escrow Payment. The Escrow Payment in cash or immediately available funds;

10.2.2 Closing Costs. Additional cash in the amount necessary to pay Buyer's share of closing costs, as set forth in Section 11.2 ;

10.2.3 Additional Documents. Any other documents or funds required of Buyer to close Escrow in accordance with this Agreement.

10.2.4 Purchase Price Balance. A Note, Loan Agreement, and Deed of Trust to evidence the payment by the Buyer of the Purchase Price Balance consistent with the terms of this Agreement.

11. Closing Costs.

11.1 Seller's Costs. Seller shall pay the title insurance premium for the CLTA Owner's Policy in the amount of the Buyer Price; one-half (1/2) of Title Company's escrow fees and closing costs; the County real property transfer taxes and documentary transfer taxes payable upon recordation of the Deed; and any sales, use, and ad valorem taxes connected with the Close of Escrow, if any.

11.2 Buyer's Costs. Buyer shall pay one-half (1/2) of Title Company's Escrow fees and closing costs; the cost for any title Endorsement Buyer may require; and the County recording fees payable upon recordation of the Deed.

11.3 All other charges and credits with respect to the Property, shall be prorated to the Close of Escrow on the basis of a thirty (30) day month.

11.4 Utility Charges. The parties do not believe any utility charges exist, but if such do exist, Seller will cause all utility and water meters to be read on the Close of Escrow and will be responsible for the cost of all utilities and water used prior to that time.

12. Right to Assign. Except as otherwise provided in this Agreement, the parties shall not have the right, power, or authority to assign this Agreement or any portion of this Agreement or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily or by operation of law, except as provided in this Section without the other party's prior written approval, which shall not be unreasonably withheld or delayed; provided however, Buyer may assign this Agreement prior to Close of Escrow to a limited liability company to which Buyer is Manager.

13. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

14. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the receiving party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:	City of Rocklin 3970 Rocklin Road Rocklin, California 95677 Attn: Rick Horst, City Manager Telephone: (916) 625-5570
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With a copy to: City of Rocklin
 3970 Rocklin Road
 Rocklin, California 95677
 Attn: City Attorney
 Telephone: (916) 625-5585

If to Seller: Sunset Whitney LLC
 8791 Morgan Creek Lane
 Roseville, CA 95747
 Attn: Charlie Gibson
 Telephone: (707) 484-8598

With a copy to: Duggan Law Corporation
 641 Fulton Avenue; Suite 200
 Sacramento, California 95825
 Attn: Ilene Goldstein Block
 Telephone: (916) 550-5309; ext. 106

Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

15. Possession. Right to possession of the Property shall transfer to Buyer at the Close of Escrow.

16. Attorney Fees; Litigation Costs. If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

17. Destruction. In the event of any damage or other loss to the Property prior to the Close of Escrow that materially and adversely affects Buyer's intended use of the Property or the value of the Property, excluding any such damage or loss caused by Buyer, Buyer may, without liability, terminate this Agreement, if Buyer elects not to terminate this Agreement, the

Purchase Price shall be adjusted to reflect any reduction in value resulting from the damage or loss to the Property.

18. Time of the Essence. Time is of the essence in this Agreement and every provision contained in this Agreement.

19. Construction. The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the agreement.

20. Integration. This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement and the Letter of Intent is expressly superseded by this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.

21. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

22. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Waivers. No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Buyer.

25. Survival. All of the Buyer's and Seller's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Close of Escrow of the Property, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Grant Deed for the Property. Notwithstanding the foregoing, the representations and warranties of Buyer and Seller shall only survive the Close of Escrow for a period of eighteen (18) months.

26. Incorporation of Exhibits. All attached exhibits are incorporated in this Agreement by reference.

27. Brokers. Buyer warrants to Seller that it is not represented by a real estate broker and that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any other broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

28. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with California law. Any dispute or litigation related to the Property or this Agreement shall be venued in the County of Placer.

29. Days of Week. A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day. Where the term "day" is used it shall refer to calendar days, not business days.

30. Condition and Inspection of Property. Seller makes no representation or warranty (except as expressly set forth in this Agreement) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. Seller has not conducted any investigation regarding the condition of the Property, and, except for any representations and warranties of Seller expressly set forth in this Agreement, the Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. Buyer hereby represents and warrants that, as of the expiration of the Feasibility Period, Buyer will have conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Property.

31. Property Condition Waiver. Following the Close of Escrow, Buyer hereby waives, releases, acquits, and forever discharges Seller, and Seller’s agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, relating to (i) the physical condition of the Property and (ii) the environmental condition of the Property. The foregoing waiver and release does not include and shall exclude those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to a material matter actually known to Seller and (1) not disclosed to Buyer and (2) not discovered by Buyer prior to the Close of Escrow, and any breach by Seller of its express representations or warranties under this Agreement. Except as to such damages, losses, liabilities, costs or expenses, and claims therefor, which are excluded from Buyer’s waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

Buyer's Initials

32. RESOLUTION OF DISPUTES. DISPUTES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION PURSUANT TO SECTION 1281 ET. SEQ. OF THE CALIFORNIA CODE OF CIVIL PROCEDURE SUBJECT TO THE FOLLOWING FURTHER PROVISIONS:

32.1 ARBITRATOR SHALL BE A RETIRED JUDGE WHO HAS SERVED AT LEAST FIVE (5) YEARS IN THE COURTS OF THE STATE;

32.2 THE ARBITRATION SHALL BE BY SINGLE NEUTRAL ARBITRATOR; AND

32.3 PARTIES SHALL HAVE RIGHT OF DISCOVERY AS SET FOR THE IN SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, WHICH IS HEREBY MADE A PART OF THIS AGREEMENT.

32.4 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 33 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 33. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT
DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION TO NEUTRAL
ARBITRATION.**




Buyer's Initials

Seller's Initials

**IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth
below.**

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION TO NEUTRAL ARBITRATION.

Buyer's Initials


Seller's Initials

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

BUYER:

CITY OF ROCKLIN,
a municipal corporation

By: _____
Ricky A. Horst, City Manager

Date: _____

APPROVED AS TO FORM:

By _____
Steven P. Rudolph, City Attorney

Date: _____

ATTEST:

By _____
Barbara Ivanusich, City Clerk

Date: _____

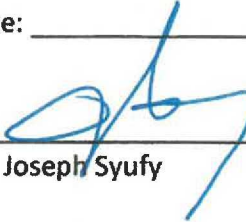
SELLER:

Sunset Whitney LLC

By: _____
Charles Gibson

Its: _____

Date: _____

By:  _____
Joseph Syufy

Its: _____

Date: 10/16/2017

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND
(Per Paragraph A of the Agreement)

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

Parcel One:

Being portions of Section 13 and 24, Township 11 North, Range 6 East, and Sections 18 and 19, Township 11 North, Range 7 East, MDB&M, County of Placer, State of California, described as follows:

Beginning at the most Northerly corner of Lot 90, "SUNSET COUNTRY CLUB UNIT NO, 4", as per map recorded in Book G of Maps, at page 57, in the Office of the Recorder, County of Placer, State of California; thence (1) North 79° 54'44" East 16.66 feet to a point of curvature; thence (2) along the arc of a curve to the right having a central angle of 10° 12'05" and a radius of 670.00 feet a distance of 119.29 feet to a point, a radial line to said point on said curve bears South 0° 03'49" West; thence (3) South 0° 05'56" East 89.97 feet; thence (4) South 71° 01'27" East 76.24 feet; thence (5) South 4° 35'27" East 100.86 feet; thence (6) South 42°48'41" East 305.00 feet; thence (7) South 67° 32'29" East 97.58 feet; thence (8) South 75° 05'16" East 350.00 feet; thence (9) North 76° 45'23" East 135.90 feet; (10) North 69° 01'26" East 102.39 feet; thence (11) North 30° 14'14" East 110.00 feet; thence (12) North 29° 41'00" East 70.10 feet; thence (13) North 19° 29'46" East 116.15 feet; thence (14) North 53° 30'26" East 94.74 feet; thence (15) North 63° 29'12" East 338.50 feet; thence (16) North 60° 00'44" East 932.68 feet; thence (17) North 29° 59'16" West 110.00 feet; thence (18) North 60° 00'44" East 130.00 feet; thence (19) South 29° 59'16" East 110.0 feet; thence (20) North 60°00'44", East 262.50 feet; thence (21) South 32° 52'44" East 88.11 feet; thence (22) South 16° 26'12" West 231.63 feet; thence (23) South 40° 54'08" East 160.00 feet; thence (24) South 70° 37'32" West 346.47 feet; thence (25) South 60° 23'12" West 1026.02 feet; thence (26) South 32° 20'26" West 295.24 feet; thence (27) North 89° 32'12" East 40.00 feet; thence (28) South 46° 52'02" West 720.00 feet; thence (29) North 43° 07'58" West 135.00 feet; thence (30) North 16° 37'58" West 165.00 feet; thence (31) North 73° 37'58" West 230.00 feet; thence (32) South 84° 36'33" West 233.94 feet; thence (33) North 39° 29'12" West 331.10 feet; thence (34) North 25° 18'04" West 212.93 feet; thence (35) North 14° 52'54" West 212.96; thence (36) North 3° 11'07" West 177.00 feet to the point of beginning.

APN: 010-010-014-000, 010-040-007-000, 016-020-004-000

Parcel Two:

Being a portion of Section 13, Township 11 North, Range 6 East, MDB&M, County of Placer, State of California, described as follows:

Lot 87, as shown and designated on that map entitled "Sunset Country Club Unit No. 3", filed in the office of the County Recorder of Placer County, California, in Book G of Maps, at Page 56.

APN: 016-010-005-000 & 016-010-006-000

Parcel Three:

Being a portion of Section 18, Township 11 North, Range 7 East, MDB&M, County of Placer, State of California, described as follows:

Lot 156, as shown and designated on that map entitled "Sunset Country Club Unit No. 4", filed in the office of the County Recorder of Placer County, California, in Book G of Maps, at Page 57.

APN: Portion of 010-010-011-000

Parcel Four:

Being a portion of Section 13, Township 11 North, Range 6 East, MDB&M, County of Placer, State of California, described as follows:

Lot 157, as shown and designated on that map entitled "Sunset Country Club Unit No. 4", filed in the office of the County Recorder of Placer County, California, in Book G of Maps, at Page 57.

APN: 016-010-007-000 & a Portion of 010-010-011-000

Parcel Five:

Being portions of Sections 13 and 24, Township 11 North, Range 6 East, MDB&M, County of Placer, State of California, described as follows:

Beginning at the most Northerly corner of Lot 34 of "SUNSET COUNTRY CLUB UNIT NO. 2", as per map recorded in Book G of Maps, at Page 55, in the Office of the Recorder, County of Placer, state of California; thence (1) South 51° 24'44" West 120.00 feet; thence (2) South 61° 12'40" West 592.20 feet; thence (3) South 89° 13'20" West 221.02 feet; thence (4) South 52° 11'03" West 254.44 feet; thence (5) South 28° 02'02" West 174.47 feet; thence (6) South 54° 54'46" West 327.19 feet; thence (7) North 61° 30'00" West 93.40 feet; thence (8) North 73° 30'00" West 91.00 feet; thence (9) North 87° 00'00" West 92.00 feet; thence (10) South 79° 30'00" West 84.00 feet; thence (11) South 63° 30'00" West 96.00 feet; thence (12) South 56° 00'00" West 392.00 feet; thence (13) South 47° 30'00" West 87.00 feet; thence (14) South 38° 30'00" West 378.00 feet; thence (15) South 45° 00'00" West 141.00 feet; thence (16) South 49° 00'00" West 471.00 feet; thence (17) North 41° 00'00" West 608.00 feet; thence (18) North 49°00'00" East 459.36 feet; thence (19) North 41° 09'44" East 576.67 feet; thence (20) South 56° 09'44" East 880.00 feet; thence (21) North 71° 09'44" East 1284.00 feet; thence (22) North 50° 09'44" East

182.00 feet; thence (23) South 39° 50'16" East 130.00 feet; thence (24) North 50° 09'44" East 120.00 feet; thence (25) South 39° 50'16" East 455.96 feet to a point of tangency; thence (26) along the arc of a curve to the right having a central angle of 1° 15'00" and a radius of 947.00 feet, a distance of 20.66 feet to the point of beginning.

APN: 016-020-003-000

Parcel Six:

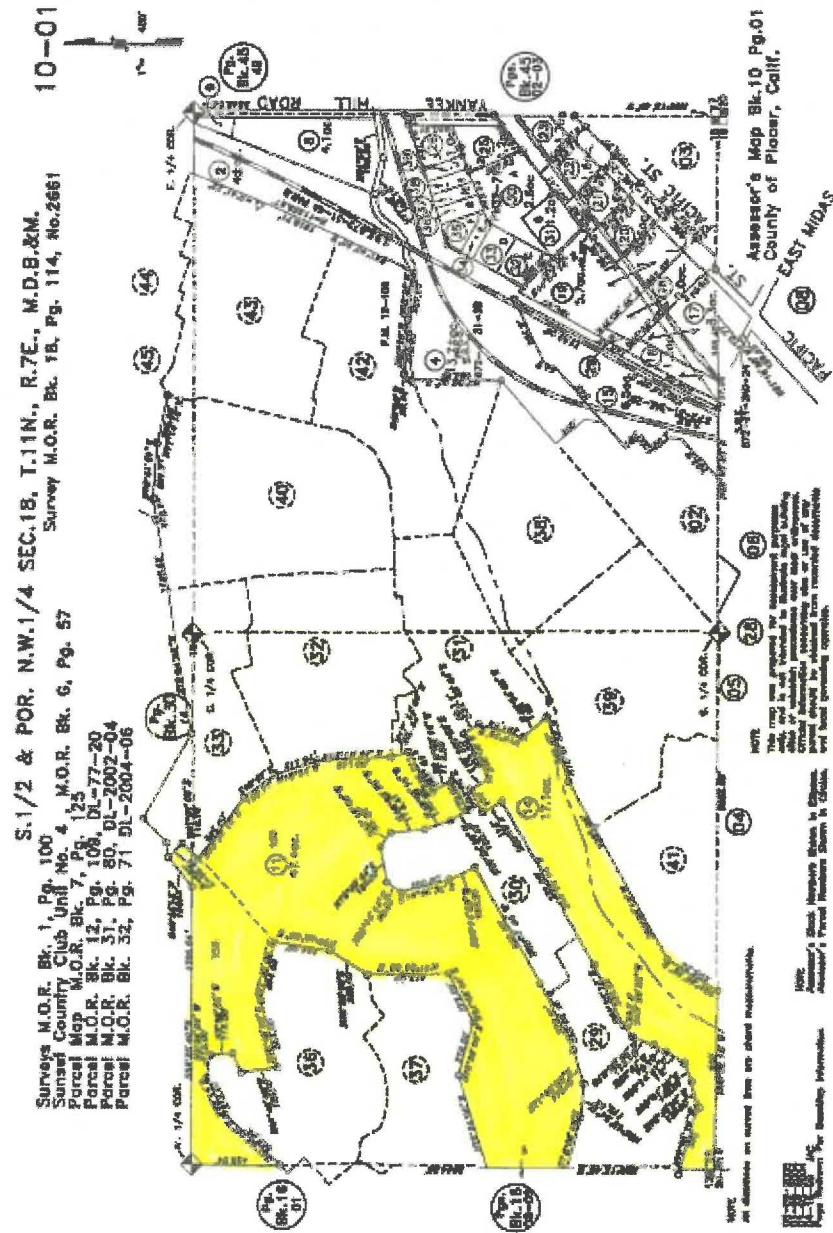
Being a portion of Section 18, Township 11 North, Range 7 East, MDB&M, County of Placer, State of California, described as follows:

Lot 82, as shown and designated on that map entitled "Sunset Country Club Unit No. 1", filed in the office of the County Recorder of Placer County, California, in Book G of Maps, at Page 58.

APN: 030-140-009-000

EXHIBIT B Maps depicting the Property

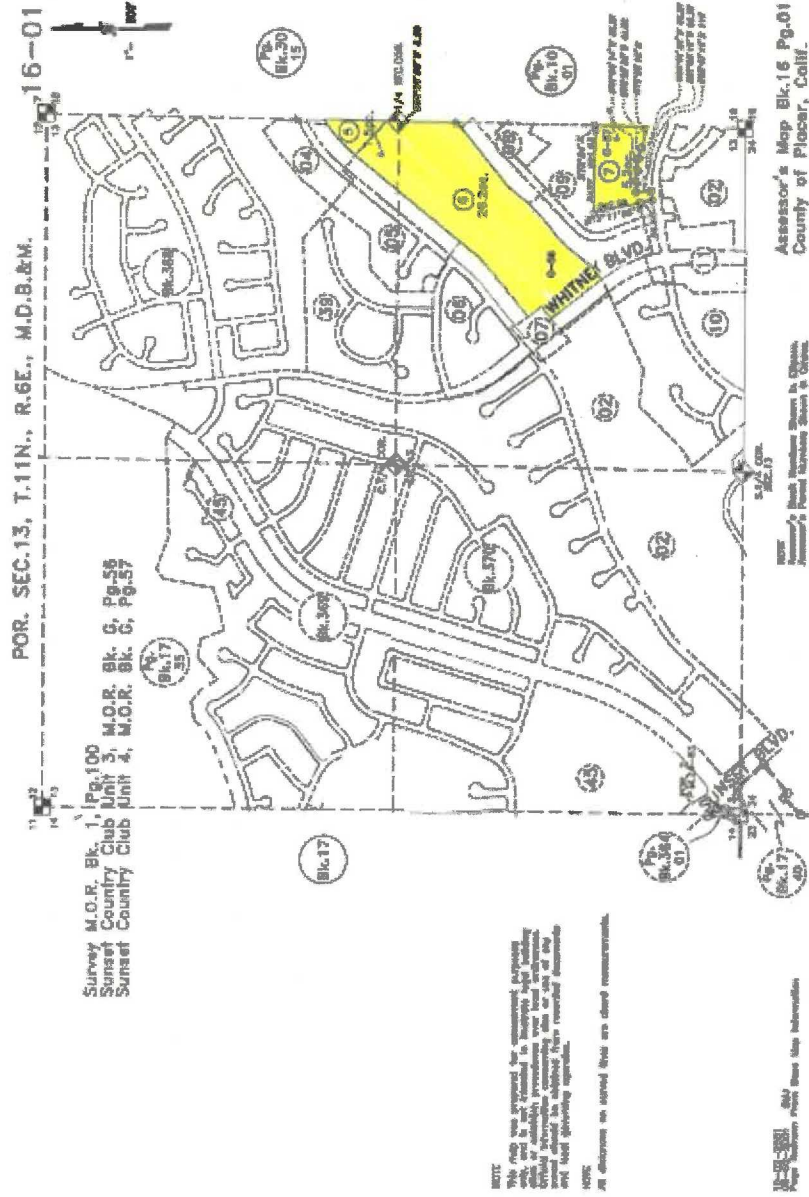
APNs 010-010-011 and 010-010-014



APN 010-040-007



APNs 016-010-005, 016-010-006 and 016-010-007



NOTE: This map was prepared for assessment purposes only and is not intended to be used as a legal document. It is subject to change without notice and should be used in conjunction with the official Assessor's Map. The Assessor's Map is the authoritative source for all information regarding property boundaries and ownership.

APN 030-140-009

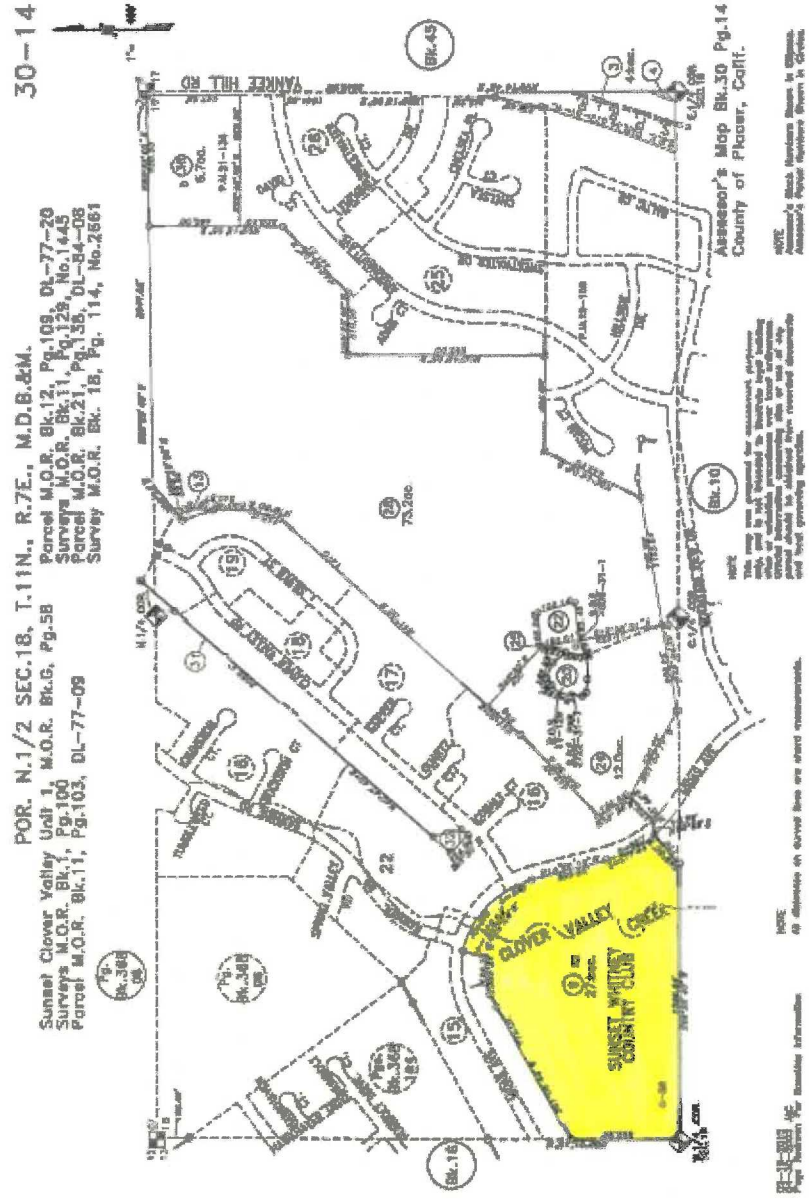


EXHIBIT C

Grant Deed

[Form to be prepared by title company prior to Close of Escrow]