



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Planning Director

DATE: June 24, 2008

SUBJECT: TRANSFER OF POTENTIAL DEVELOPMENT AND OPEN SPACE EASEMENT AGREEMENT - RESIDENCES AT GRANITE BAY GOLF CLUB, PHASE II (PSUB T20050394)

ACTION REQUESTED

The Board is being asked to 1) authorize the Chairman to execute a Transfer of Potential Development and Open Space Easement Agreement with the Douglas Group, Inc., a California Corporation, which documents both the transfer of all residential units of potential development rights, and the future allowable uses on Assessor Parcel No. 048-083-023; and 2) accept an offer of dedication to Placer County for a Multi-Purpose Trail Easement.

BACKGROUND

On August 7, 2007, the Board of Supervisors approved a General Plan/Granite Bay Community Plan Amendment to allow the transfer of potential development rights consisting of six (6) residential units from a Sending Parcel (APN 048-083-023) to Receiving Parcels, pursuant to the Granite Bay Community Plan Density Transfer Program. Three (3) of these potential development rights have been utilized on Assessor Parcel No. 465-140-004 (The Residences at Granite Bay Golf Club, Phase II) by the Douglas Group, Inc, a California Corporation.

As a condition of transfer, the County required, and the landowner has agreed, the recording of a Multipurpose Trail Easement, and a Transfer of Potential Development and Open Space Easement Agreement, which documents both the transfer of all residential units of potential development rights from the Sending Parcel, and the future allowable uses on the Sending Parcel. Concurrent with the execution of this Agreement, the County will issue and deliver to the Land Owner a certificate for three (3) additional residential units transferred from the Sending Parcel and available to the Douglas Group Inc, a California Corporation, for use on other Receiving parcels as defined in the Granite Bay Community Plan.

The Multipurpose Trail Easement will be part of the class 1 trail that is identified in the Granite Bay Community Plan as being constructed along the south side of Douglas Boulevard. It is envisioned that this paved trail will be part of the 70-mile SACOG loop trail that will run from Downtown Sacramento to Folsom Lake along the American River and then back to Sacramento via Granite Bay and Roseville along Dry Creek and its tributaries.

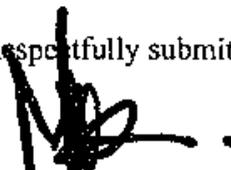
ENVIRONMENTAL CLEARANCE

The Board of Supervisors adopted a Negative Declaration for the Residences at Granite Bay Golf Club, Phase II, on August 7, 2007. No further environmental review is necessary.

FISCAL IMPACT

No fiscal impact is expected to occur to the County General Fund as a result of the Multipurpose Trail Easement dedication. Trail maintenance funding would come from the Granite Bay Parks, Trails, and Open Space Maintenance and Recreation Improvement District.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Planning Director

- Attachment A - Transfer of Potential Development and Open Space Easement Agreement
- Attachment B - Multi-Purpose Trail Easement, Offer of Dedication
- Attachment C - Certificate to the Douglas Group, Inc. a California corporation, for three (3) additional residential units

cc:

Copies Sent by Planning:

Jon A. Douglas, Douglas Group Inc
Kenneth M. Hardgrove, Law Offices of Sherwood and Hardgrove
Vance Kimbrell - Parks Department
Christa Darlington - County Counsel
Tom Miller - County Executive Officer
John Marin - CDRA Director
EJ Ivaldi - Supervising Planner
Subject/chrono files

RECORDING REQUESTED BY:

COUNTY OF PLACER
3091 County Center Drive, Suite 140
Auburn, California 95603

WHEN RECORDED MAIL TO:

Placer County Planning Department
Attn.: E.J. Ivaldi
3091 County Center Drive, Suite 140
Auburn, California 95603

TRANSFER OF POTENTIAL
DEVELOPMENT AND OPEN SPACE EASEMENT AGREEMENT

This Open Space Easement Agreement (hereinafter the "Agreement") is made and entered into on May 29, 2008 by the DOUGLAS GROUP, INC., a California corporation, as owner (hereinafter "Land Owner"), and the County of Placer, (hereinafter "County"), a political subdivision of the State of California.

RECITALS

A. Land Owner is the owner of certain real property located on Douglas Boulevard in Placer County, State of California, Assessor's Parcel No. 048-083-023 described and shown on Exhibit A hereof (the "Sending Parcel"), which possesses six (6) residential units of potential development rights under the Granite Bay Community Plan, adopted by the County of Placer on May 8, 1989.

B. Conditional Use Permit **PSUB T20050394** requires, and the Land Owner has agreed, to transfer potential development rights consisting of six (6) residential units from the Sending Parcel to "Receiving Parcels" as so designated in the Granite Bay Community Plan. Three (3) of these potential development rights have been utilized on Assessor Parcel No. 465-140-004 (the Residences at Granite Bay, Phase II - PSUB T20050394) by the Douglas Group, Inc., a California corporation. Concurrently with the execution of this Agreement by Land Owner and County, the County shall issue and deliver to Land Owner a certificate for three (3) additional residential units transferred from the Sending Parcel and available to the Douglas Group, Inc., a California corporation, for use on other Receiving Parcels as defined in the Granite Bay Community Plan adopted by the County on May 8, 1989, or as amended thereafter.

C. As a condition of transfer, the County requires the recording of a Multipurpose Trail Easement (which requires that the County, in its sole but reasonable discretion, determine the location of the installation of a future public

455

use trail), and this Agreement, which documents both the transfer of all residential units of potential development rights from the Sending Parcel, and the future allowable uses on the Sending Parcel.

DECLARATION

1. Land Owner hereby declares that, in conformance with the Placer County policy relating to transfer of potential density, Land Owner hereby transfers all six (6) of the residential units of potential development rights on the Sending Parcel. The Sending Parcel described above is and shall be deemed by the County to have transferred all residential units of potential development rights from the Sending Parcel. No residential units of potential development rights may be transferred back for use on the Sending Parcel.

2. Land Owner hereby grants to the County a multi-purpose trail easement on the property that shall be described and recorded as directed within Section 12 of this Agreement.

3. Land Owner hereby declares that the use of the Sending Parcel is now restricted to open space and public trail uses and that any structure or facility which might have been permitted on the Sending Parcel, with the exception of limited agricultural operations by Land Owner, including the planting and maintenance of a vegetable, and/or fruit, and/or herb garden, and construction and maintenance of a public trail by County, is forever prohibited and that the land must be maintained in as natural a state as possible. In order that the Sending Parcel is so kept, Land Owner shall:

a. Place, erect, construct, and maintain only those structures or facilities that are recreational improvements, which could include, but are not limited to, picnic tables, children's recreational equipment, and similar facilities on the Sending Parcel, and a sign used to identify the vegetable, and /or fruit, and/or herb garden may be approved consistent with Section 17.54.180 (B) (1) of the Placer County Code;

b. Use only open-type fencing on the Sending Parcel, reasonably approved as to type and location by the Placer County Planning Department, and cut, remove, or otherwise disturb trees, shrubs, or other natural growth found on the Sending Parcel as may be required for the planting and maintenance of a garden, fire prevention, erosion control, thinning, or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this Agreement subject to prior approval of the Placer County Planning Director, which approval shall not be unreasonably withheld;

c. County shall construct and maintain in a good, orderly and safe condition a public trail and may cut, remove, or otherwise disturb trees, shrubs, or other natural growth found on the public trail located on the Sending Parcel that may be required for trail construction, trail maintenance, fire prevention, erosion control, thinning, or elimination of diseased growth, or similar

preventative measures in a manner compatible with the purposes of this Agreement.

4. The Land Owner and County shall not:

a. Enter upon the surface to mine, extract, or otherwise remove an archaeological or natural resource found or located in the Sending Parcel, or with the exception of trail construction and trail maintenance by the County, and the planting and maintenance of a garden by Land Owner, excavate, grade, remove, or otherwise disturb any existing sand, soil, rock, gravel, or other material found or located in the Sending Parcel;

b. Use any portion of the Sending Parcel as a dump site, parking lot, storage area, or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions, and covenants of this Agreement; and

c. Operate or permit the operation on the Sending Parcel of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth, or similar preventative measures; and

d. Permit any advertising of any kind to be located on any portion of the Sending Parcel, except that a sign used to identify the vegetable, and/or fruit, and/or herb garden may be approved consistent with Section 17.54.180 (B) (1) of the Placer County Code.

5. Land Owner agrees to pay or cause to be paid all real property taxes and other assessments properly levied or assessed against the Sending Parcel, excluding the portion of the Sending Parcel where the County has constructed the public trail. Land Owner warrants that this Agreement is not subordinate to any Deed of Trust. Land Owner agrees that this transfer of density is a voluntary bona fide sale of valuable property rights and is a reasonable use of this property and not a taking of his property.

6. This Agreement shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Sending Parcel and shall be binding on the Land Owner and the Land Owner's heirs, successors, and assigns and all persons acquiring or owning any interest in the Sending Parcel.

7. This Agreement may not be modified or revoked without the prior express written and recorded consent of the County and Land Owner.

8. Land Owner hereby reserves to itself, its successors-in-interest and assigns, the right to use the Sending Parcel in any manner which is consistent with the purposes and terms of this Agreement and with existing zoning and other laws, rules, and regulations of the State of California and the County of Placer. The rights so reserved include, but are not limited to the following:

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

b. The right to exclude members of the public, with the exception of trail users upon constructed public trail, from trespassing upon the Sending Parcel, including reasonable signage to warn and discouraging trespassing; and

c. The right to plant and maintain a garden on the Sending Parcel. Additionally, the separate right to cover the site with soil and landscaping subject to the prior reasonable approval of the Placer County Planning Director, who shall require Land Owner to utilize grading, fill, and planting methods compatible with preserving the Sending Parcel consistent with Section (2)(a) above; and

d. The right to install underground drainage, utility, and similar lines and facilities, subject to prior approval of the Placer County Planning Director, which approval shall not be unreasonably withheld, who shall require Land Owner to conduct the work in a manner which minimizes disturbance to the topographic features of the Sending Parcel and to restore and re-vegetate the Sending Parcel to said Planning Director's reasonable satisfaction.

9. Land Outside Trail Easement The granting of this Agreement and its acceptance by the County does not authorize and is not intended to authorize the public to use any portion of the Sending Parcel other than the portion of said parcel where the public trail has been constructed by the County.

10. Property Access by County. Upon receipt of reasonable written notice, Land Owner shall provide the County reasonable access to the Sending Parcel to assess compliance with the terms, covenants and conditions of this Agreement.

11. No County Obligation Prior to Trail Construction. The parties agree that the County assumes no stewardship, management, or liability obligation with regards to any portion of the Sending Parcel until such time as the County begins construction of a public trail on the Sending Parcel. Once construction of the public trail begins, the County shall be responsible for the continued upkeep and maintenance, in a good, orderly and safe condition, of the public trail.

12. The Trail Easement

a. The Land Owner shall execute an Irrevocable Offer of Dedication (IOD) to the County for a Multi-Purpose Trail Easement over the Sending Parcel, which shall be recorded concurrently with this Agreement.

b. The trail shall be located on the property at the sole but reasonable discretion of the County Parks Department. County shall give the Land Owner written notice of proposed trail location at least 30 days before the County plans to accept the IOD. County will consider

reasonable comments made regarding the location of the public trail, but shall, in its sole but reasonable discretion, determine the location of the public trail, but public trail shall in no event be wider than ten (10) feet at any point.

c. The Land Owner hereby grants to the County a license to enter the Sending Parcel in order to determine the proper location of the trail.

d. After notice to the Land Owner as described in Section b above, the Board of Supervisors shall approve, and the County shall record, a resolution accepting the dedication of the easement and abandoning all that portion of the IOD lying outside the proposed ten (10) foot wide public trail and the slopes necessary for trail construction. The County shall record the resolution at least five business days before construction is to begin.

13. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties agree that this Agreement shall be governed by and interpreted in accordance with laws of the State of California. Initial venue for any dispute shall be the Superior Court for the State of California, Placer County. The parties hereby waive any federal court removal and/or original jurisdiction rights that they may have.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

COUNTY: COUNTY OF PLACER

LAND OWNER: Douglas Group, Inc.,
a California corporation

By: _____
Chair, Placer County Board of
Supervisors
Date: _____

By: *Jim A. Douglas*
Date: May 29, 2008
Title: President

Notice Address:
Director of Facility Services
Placer County
Department of Facility Services
11476 C Avenue
Auburn, CA 95603

Notice Address:
Douglas Group, Inc.
300 Stone Canyon Road
Los Angeles, CA 90077

Approved As to Form:

By: Deputy County Counsel

NOTARIAL ACKNOWLEDGEMENTS ON FOLLOWING PAGE(S)

EXHIBIT "A"

All that property located in the County of Placer, State of California more particularly described as follows:

All that property described in the deed to the Douglas Group, Inc., a California Corporation, recorded as Document No. 2007-0096307 Placer County Official Records.

RECORDING REQUESTED BY

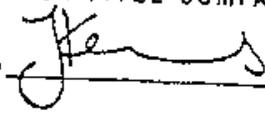
PLACER TITLE COMPANY

Escrow Number: 110-1812-SW

AND WHEN RECORDED MAIL TO

DOUGLAS GROUP, INC., A CALIFORNIA CORPORATION
LAW OFFICES OF SHERWOOD & HARDGROVE
LOS ANGELES, CA 90049-5004

CERTIFIED TO BE A TRUE
AND CORRECT COPY OF
Document Recorded 10-5-2007
Series # 2007-96307
PLACER TITLE COMPANY

By 

A.P.N.: 048-083-023

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is Tax Paid; Section 11932 R & T Code City Transfer Tax:

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **GERALD W. GRISWOLD AND LAURA KATHERINE GRISWOLD, AS CO-TRUSTEES OF THE GRISWOLD LIVING TRUST, ESTABLISHED JANUARY 29, 2002**

Hereby GRANT(S) to **DOUGLAS GROUP, INC., A CALIFORNIA CORPORATION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: September 14, 2007

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address SAME AS ABOVE City & State 461

THE GRISWOLD LIVING TRUST, ESTABLISHED
JANUARY 29, 2002

By: Gerald W. Griswold
GERALD W. GRISWOLD, TRUSTEE

By: Laura Katherine Griswold
LAURA KATHERINE GRISWOLD, TRUSTEE

STATE OF CALIFORNIA
COUNTY OF

On 21 September 2007 before me, Daniel J. Tchoryk, Notary Public,
personally appeared Gerald W. Griswold, and Laura Katherine Griswold

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

WITNESS my hand and official seal.

Signature: [Signature]
Commission Expiration Date: Oct 22 2010



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE

Name _____ Street Address SAME AS ABOVE City & State _____

110-1812-SW

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 22, ROSEDALE COLONY SUBDIVISION NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER, PLACER COUNTY, STATE OF CALIFORNIA, LYING SOUTHERLY OF DOUGLAS BOULEVARD, ROAD NO. D 0010.

APN: 048-083-023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 29, 2008 before me, Lester Miller

Here Insert Name and Title of the Officer

personally appeared Jon A Douglas

Name(s) of Signer(s)

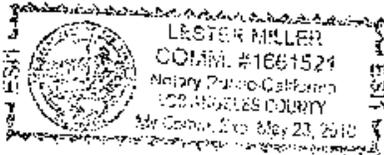
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity~~(ies)~~, and that by his/~~her~~ their signature~~(s)~~ on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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lester Miller

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Transfer of Potential Development

Document Date: May 29, 2008 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jon A. Douglas

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

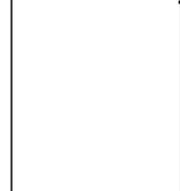


Signer Is Representing: Douglas Group Inc

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

464

Project Name

Space above for Recorder

COUNTY OF PLACER

Community Development
Resource Agency

**MULTI-PURPOSE
TRAIL EASEMENT
OFFER OF DEDICATION**

Recording Requested by &
When recorded return to
Placer County Community
Development Resource
Agency

For the receipt of one dollar (\$1.00) or other good and valuable consideration, Douglas Group, Inc.,
a California corporation

the undersigned GRANTOR(S), HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE COUNTY OF PLACER, STATE OF CALIFORNIA, an Easement for Multi-Purpose Trail purposes for pedestrians, non-motorized cycle, and equestrian ingress and egress and right to construct and maintain excavation and/or embankment slopes and all appurtenances thereto, and also the privilege and right to plant and maintain grass, plants and trees and to place rock riprap or other erosion control improvements on said slopes for the protection and beautification of same, together with the right of construction and maintenance upon, over, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

All that property located in the County of Placer, State of California more particularly described as follows:

All that property described in the deed to the Douglas Group, Inc., a California Corporation, recorded as Document No. 2007-0096307 Placer County Official Records.

GRANTOR(S)

Douglas Group, Inc.,
a California corporation

Dated this 29 Day of May, 2008.

Trustee / Beneficiary _____

By: Jon A. Douglas
Jon A. Douglas
President

Recording Reference _____

See reverse side for acknowledgement

415

ACKNOWLEDGEMENT

<p>State of California } County of Placer }</p> <p>On _____ before me, _____ (name, title of officer), Personally appeared _____ <input type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) acted, executed the instrument.</p> <p style="text-align: center;">WITNESS my hand and official seal.</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">* SEE PROPER FORM * ATTACHED</p> <p style="text-align: center;">_____ Signature</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES</p> <p><input type="checkbox"/> CORPORATE OFFICER(S) _____ TITLE(S) _____ COMPANY</p> <p><input type="checkbox"/> PARTNER(S) _____ PARTNERSHIP</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT _____ PRINCIPAL(S)</p> <p><input type="checkbox"/> TRUSTEE(S) _____ TRUST</p> <p><input type="checkbox"/> OTHER _____ TITLE(S) _____ TITLE(S) _____ ENTITY(IES) REPRESENTED _____ ENTITY(IES) REPRESENTED</p>
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CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B.

SIGNATURE

DATED: _____

TITLE: _____

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20____, from _____

To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002, and the Grantee consents to the recordation thereof by it's duly authorized agent.

SIGNATURE

COMPLETED BY (TYPE OR PRINT)

DATED: _____

TITLE: _____

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20____, from _____

to the County of Placer, a government agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. _____ of said Board adopted on _____, and the Grantee consents to the recordation thereof by it's duly authorized agent.

Dated: _____

Chairman, Board of Supervisors of the County of Placer

460

CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

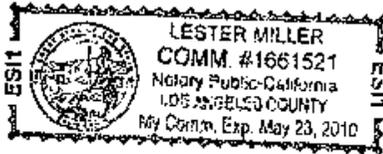
On May 29, 2008 before me, Lester Miller, Notary Public,

personally appeared Jon A. Douglas

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

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Lester Miller
Signature of Notary

Signer #1 name:

Thumbprint signer #1

CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
- PARTNERS
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

Signer #2 name:

Thumbprint signer #2

CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
- PARTNERS
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below is OPTIONAL. It could, however, prevent fraudulent removal and reattachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED ONLY TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Type of Document Multi Purpose
Trail Encasement
 Number of pages One
 Date of Document N/A
 Signer(s) other than named above _____



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

June 24, 2008

Mr. Jon A. Douglas
Douglas Group, Inc.
300 Stone Canyon Road
Los Angeles, CA 90077

**RE: CERTIFICATE FOR THREE RESIDENTIAL UNITS TRANSFERRED FROM
ASSESSOR PARCEL NO. 048-083-023 - RESIDENCES AT GRANITE BAY
GOLF CLUB, PHASE II (PSUB T20050394)**

Mr. Douglas:

On August 7, 2007, the Board of Supervisors approved a General Plan/Granite Bay Community Plan Amendment to allow the transfer of potential development rights consisting of six (6) residential units from a Sending Parcel (APN 048-083-023) to Receiving Parcels, pursuant to the Granite Bay Community Plan Density Transfer Program. Three (3) of these potential development rights have been utilized on Assessor Parcel No. 465-140-004 (The Residences at Granite Bay Golf Club, Phase II) by the Douglas Group, Inc, a California Corporation.

This letter serves as a certificate for the remaining three (3) residential units available to the Douglas Group, Inc., for use on other Receiving Parcels as defined in the Granite Bay Community Plan. This certificate shall expire at such time all three residential units have been utilized.

Sincerely,

MICHAEL J. JOHNSON, AICP
Planning Director

468

ATTACHMENT C

Sending Parcel
Douglas Group, Inc
APN 048-083-023
2.3 Acres



469

