

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING GRANT OF
OPEN SPACE EASEMENT
(RIPARIAN AND CREEK PROTECTION)
Villages at Civic Center (SD-2004-08)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds as follows:

A. Approval of the tentative subdivision map for **Villages at Civic Center (SD-2004-08)** was conditioned on, among other things, dedication of open space easements over portions of the real property included in the tentative map, which real property is shown and described in Exhibit A attached hereto and by this reference incorporated herein;

B. The subdivider wishes to file for record a final subdivision map for **Villages at Civic Center (SD-2004-08)** and wishes to satisfy the above described condition by offering to grant to the City of Rocklin an open space easement with covenants in the form attached hereto as Exhibit A;

C. Preservation of the land as open space is consistent with the Rocklin General Plan; and

D. The preservation of land as open space is in the best interest of the City of Rocklin in that

1. The land is essentially unimproved, and if retained in its natural state, it has scenic value to the public and is valuable as a watershed and wildlife preserve;

2. The land, if retained as open space, will add to the amenities of living in the neighboring urbanized areas;

3. The instrument conveying the open space easement to the City of Rocklin contains appropriate covenants to ensure that the public interest will be served in these ways.

Section 2. The City Council of the City of Rocklin accepts the grant of open space easement with covenants in the form attached as Exhibit A and by this reference incorporated herein.

Section 3. The City Clerk is directed to record the easement in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 14th day of May 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Joe Patterson, Mayor

ATTEST:

Mona Forster, City Clerk

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Exempt from filing fees
Per Gov. Code § Gov. Code §27383

Exempt from Documentary Transfer Tax
Per Rev & Tax Code §11922

GRANT OF OPEN SPACE
EASEMENT WITH COVENANTS
(RIPARIAN AND CREEK PROTECTION)
Villages at Civic Center (SD-2004-08)

1. **RIVERLAND HOMES, INC., A CALIFORNIA CORPORATION**, ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit I, attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the Open Space Property has significant value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant topographic features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Property, except as allowed by this open space easement, as required by City approved infrastructure, including as approved on the tentative subdivision map for **Villages at Civic Center (SD-2004-08)** and associated improvement plans, and except as required for other open space management or safety purposes;

b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention, erosion control, thinning or elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement or other open space management purposes. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 4.c. of this easement;

c. Enter upon the surface to mine, extract or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property;

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property;

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

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

4. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

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

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

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

d. The right to install underground drainage, utility, public service facilities, and similar lines and facilities, subject to prior approval of the City of Rocklin's Community Development Director, who shall require Grantor to conduct the work in a manner which minimizes disturbance to the topographic features of the open space property and to restore and revegetate the open space property to its natural state to the Director's satisfaction.

5. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.

6. Grantor hereby waives for himself, his successors and assigns, all reimbursement or compensation for any improvements located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, fire fighting, flood abatement, open space management, and rodent and/or pest extermination.

7. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

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

9. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

10. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them, and shall run with

the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

11. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein or any of the terms contained herein the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

DATED: _____

GRANTOR

RIVERLAND HOMES, INC., A CALIFORNIA CORPORATION

By: _____
Its: _____

By: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On this _____ day of _____, 20____, before me
_____, notary public,
(Notary Name and Title)

personally appeared _____
_____ 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.

My Commission Expires: _____

Notary Public in and for said county and state

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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County of Placer)

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Notary Public in and for said county and state

(SEAL)

EXHIBIT I

Open Space Property Description

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

“Lot C ” as shown on the map entitled, “Final Map of Villages at Civic Center”, filed for record in the Office of the County Recorder of Placer County, California, in Book _____ of Maps, at Page _____.