

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ROCKLIN APPROVING AND AUTHORIZING EXECUTION OF AN  
OPEN SPACE EASEMENT  
(RIPARIAN AREA AND CREEK PROTECTION)  
(Croftwood Subdivision/(SD-88-05))

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 Croftwood Subdivision /(SD-88-05) was conditioned on, among other things, dedication of open space easements over portions of the real property included in the tentative map;
- B. On April 11, 2006 the subdivider granted to the City of Rocklin an open space easement with covenants (recorded in the Placer County Recorder's Office as Document No. 2006-0048283);
- C. The subdivider has filed for the abandonment of aforementioned open space and conservation easement, as the proposed road right-of-way of the fourth and final phase of construction of the Croftwood Subdivision Phase 1 is encroaching into the recorded easement area;
- D. The subdivider therefore wishes to satisfy the above described condition by offering to grant to the City of Rocklin a replacement open space easement with covenants with an updated easement boundary description that excludes the 7,604 square feet needed to accommodate the roadway easement, while maintaining the remaining open space area originally protected by Document No. 2006-0048283 in the form attached hereto as Exhibit A;
- E. To ensure that only the 7,604 square foot area in the Phase 4 development area to be used for roadway development is removed from the open space and conservation easement area protections, this new easement shall be recorded prior to the abandonment of the existing open space easement recorded as Document No. 2006-0048283 in the Office of the Placer County Recorder; and
- F. Preservation of the land as open space is consistent with the Rocklin General Plan; and

G. The preservation of land as open space is in the best interest of the City of Rocklin and is important to the public for the enjoyment of scenic beauty for the following reasons:

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. It is in the public interest that the land remains in its natural state, including the trees and other natural growth, as a means of preventing floods;

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

4. 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 authorized to record the easement in the office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 25<sup>th</sup> day of October, 2022, by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

ABSTAIN: Councilmembers

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Bill Halldin, Mayor

ATTEST:

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Hope Ithurburn, City Clerk

EXHIBIT A  
**OPEN SPACE EASEMENT WITH CONVENANTS**  
(RIPARIAN AREA AND CREEK PROTECTION)

Recording Requested by  
and Return to:

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

Undersigned Declares:  
Exempt from Documentary Transfer Tax=\$0.00  
Per Rev & Tax Code §11922  
No Fee per Government Code Section 27383

GRANT OF OPEN SPACE EASEMENT WITH COVENANTS  
(RIPARIAN AREA AND CREEK PROTECTION)  
Croftwood Subdivision/(SD-88-05)

1. CROWNE PROPERTIES, INC. ("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 1-A and Exhibit 1-B, respectively, both of which are attached hereto attached hereto and incorporated herein by this reference ("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 topographical 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, their successors in interest and assigns, shall not:

- a. Place, erect, construct, or maintain any improvement on the Open Space Property, including but not limited to fencing, except four inch by four-inch (4" X 4") redwood posts marking the boundaries of the Open Space Property.
- 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 and flood control protection (pursuant to the appropriate California Department of Fish and Wildlife permit), erosion control, thinning, or elimination of diseased growth, or similar

preventative measures in a manner compatible with the purposes of this easement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property;

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 pursuant to Government Code section 51080 et seq.;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention and flood control and protection, elimination of diseased growth or similar preventive measures; and

f. Permit any advertising of any kind to be located on any portion of the Open Space Property.

3. 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, 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.

4. 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.

5. Grantor hereby waives for himself, his successors in interest 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 and rodent and/or pest extermination.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

\_\_\_\_\_  
**CROWNE PROPERTIES, INC., a California Corporation**

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 1-A

OPEN SPACE EASEMENT 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:

EXHIBIT 1-B

OPEN SPACE EASEMENT PROPERTY- PLAT MAPS

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

**ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM  
FOR PRINCIPAL**

