

8
Recording Requested By:
Fresno County Waterworks
District No. 40

When Recorded Mail To:

County of Fresno, Department
of Public Works and Planning
Design Division (Real
Property)
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Exempt from Recording Fees;
Government Code §§ 27383,
27388.1(a)(2)(D) (AB110,
SB2)



2020-0133437

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Sep 29, 2020 12:03:45 PM

Titles: 1 Pages: 8

Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
FRESNO COUNTY PUBLIC WORKS	

DTT:Q

GRANT OF PIPELINE #1 EASEMENT

THIS GRANT OF PIPELINE #1 EASEMENT is made and entered into this __ day of 9/17/ 2020, by and between SHAVER SPRINGS HOMEOWNERS ASSOCIATION ("GRANTOR"), and FRESNO COUNTY WATERWORKS DISTRICT NO. 40, a county waterworks district ("GRANTEE");

WITNESSETH:

1. For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant unto GRANTEE, a perpetual and exclusive appurtenant easement, as more particularly described in EXHIBIT "A" attached hereto and incorporated herein, to construct, install, operate, maintain, alter, repair, improve, access, inspect, clean, reconfigure, redesign, and reconstruct pipeline, and necessary pipeline equipment GRANTEE deems necessary, in its sole discretion ("Pipeline Improvements"), to acquire, possess and use the real property described in EXHIBIT "A", including, but not limited to, the real property attached to, touching, surrounding, above or below Pipeline Improvements, and to convey water across, over, through and under that certain real property owned by GRANTOR in the County of Fresno, State of California more particularly described in EXHIBIT "B", attached hereto and incorporated herein.
2. This easement and right-of-way shall include all rights necessary or incidental to the use thereof by GRANTEE, including, but not limited to, the right of unrestricted ingress to and egress from and the right to move over, under and across said real property owned by GRANTOR at such times and locations that GRANTEE deems necessary, at its sole discretion.
3. This easement and right-of way shall also grant the GRANTEE the right to transport equipment, materials, personnel and vehicles that GRANTEE deems necessary, at its sole discretion, across the property owned by the GRANTOR in connection with the Pipeline Improvements.

4. GRANTEE shall have the right to use as much of the surface of the real property owned by the GRANTOR to construct, maintain and install the Pipeline Improvements contemplated by this GRANT OF PIPELINE #1 EASEMENT.
5. All Pipeline Improvements constructed, installed and/or placed by or on behalf of GRANTEE upon and within said easement shall become and remain the property of GRANTEE, and GRANTOR shall have no right, title or interest therein.
6. When said Pipeline Improvements shall be constructed, installed, operated, maintained, altered, repaired, improved, accessed, inspected, cleaned, reconfigured, redesigned, removed or reconstructed, the manner in which they shall be constructed, installed, operated, maintained, altered, repaired, improved, accessed, inspected, cleaned, reconfigured, redesigned, removed or reconstructed by or for GRANTEE, and, the time and manner for the utilization of the Pipeline Improvements shall be in the sole, exclusive and absolute control of GRANTEE.
7. This easement shall not be deemed abandoned by GRANTEE until and unless GRANTEE executes a document formally abandoning this easement and records such a document with the Fresno County Recorder.
8. The consideration paid by GRANTEE shall compensate GRANTOR for all damages, of any kind or character, to the property owned by the GRANTOR.
9. GRANTOR shall have the right to use the surface of the land within said easement for its own purposes, so long as said use by GRANTOR does not interfere in any way with the use of said easement by GRANTEE; and, provided further that GRANTOR shall not build or construct any building or other permanent structure on or plant any vegetative materials within said easement without the written permission and consent of GRANTEE, which permission may be withdrawn or consent may be withheld at any time by GRANTEE if GRANTEE determines, in GRANTEE's sole discretion, that GRANTOR's activities or improvements will interfere, is interfering or has interfered with GRANTEE's easement. GRANTEE shall have the right, but not the obligation, at GRANTOR's expense, to modify any of GRANTOR's surface uses and/or to remove any structures, fences, or vegetative materials or other encroachments from said easement which interfere at any time with the purpose or use of said easement from time to time as determined by GRANTEE.
10. This GRANT OF PIPELINE #1 EASEMENT, as described herein in favor of GRANTEE and which benefits the GRANTOR and GRANTEE, shall constitute a covenant running with the land, and shall be interpreted and administered by this GRANT OF PIPELINE #1 EASEMENT as an easement, under California law, California Civil Code sections 801, 1104, and 1468, et. seq. The easements and terms contained herein shall run with the land and shall be binding on all parties and persons claiming under them including all tenants and successors, assigns, and transferees of any party.
11. GRANTEE may, at its sole discretion and option, at some future date, quitclaim the real property and rights described within this GRANT OF PIPELINE #1 EASEMENT back to GRANTOR.
12. The GRANTOR shall at any time during business hours, and as often as the GRANTEE may deem necessary, make available to the GRANTEE for examination all of its records and data with respect to the matters related to this GRANT OF PIPELINE #1 EASEMENT. The GRANTOR shall, upon request by the GRANTEE, permit GRANTEE to audit and inspect all of such records and data necessary to ensure GRANTOR'S compliance with the terms in

this GRANT OF PIPELINE #1 EASEMENT. If obligations under this GRANT OF PIPELINE #1 EASEMENT exceed ten thousand dollars (\$10,000.00), GRANTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

IN WITNESS WHEREOF, the undersigned have caused this GRANT OF PIPELINE #1 EASEMENT to be executed the date hereinabove written.

GRANTEE (Fresno County Waterworks District 40)

APPROVED
Steven White, Director
Fresno County Department of Public Works and Planning

By

9/17/20

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg
Fresno County Counsel

By

Dan Cederborg
Deputy

APPROVED AS TO ACCOUNTING
FORM
Oscar J. Garcia, C.P.A.
Fresno County Auditor-Controller / Treasurer-Tax
Collector

By

Oscar J. Garcia
Deputy

For Accounting Use Only
Fund: 0900
Subclass: 16000
Org. No.: 9360
Account: 7295

GRANTOR

Ruth L...
Shaver Springs Homeowners
Association

Print Name

Ruth Lemo
Hoa Board Pres.

Mailing Address

PO Box 492
Prather, CA. 93651

EXHIBIT A

P.O.C.

C 1/4 SEC. 20 - 10/24

SUBDIVIDED LAND IN POR. SEC. 20, T. 10 S. R. 24 E.

S 89°50'16" E, 2647.56'

S 89°50'16" E, 675.10'

SECTION LINE

EXHIBIT - 4

TOTALOMA RD.

R 80'

L = 67.02', R = 488.60',
Δ = 07° 51' 31"

L = 62.62', R = 488.60',
Δ = 07° 20' 36"

S 00°33'26" W, 166.95'

N 86°12'36" W, 9.92'

P.O.B.

E 1/4

SEC. 20 - 10/24

NORTHERLY LINE OF THAT PARCEL OF
LAND AS DESCRIBED IN DOC. #2018-0048227
RECORDED APRIL 25, 2018 O.R.F.C.

(N) 20' PIPELINE NO. 1
EASEMENT AREA = 0.109 AC.

L = 99.60', R = 194.85',
Δ = 29° 17' 17"

S 13°08'40" W, 15.69'

(E) WELL #4

(N) 20' WIDE
ACCESS EASEMENT

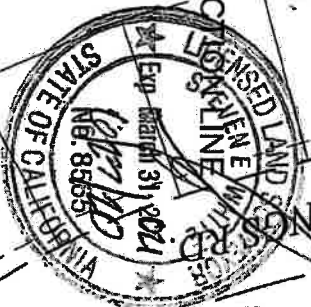
S 73°21'04" W, 30.04'

S 53°18'55" W, 27.05'

ABBREVIATIONS:
(E) EXISTING (N) NEW
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINATION

LEGEND

- WELL ACCESS EASEMENT
- ELECTRICAL LINE EASEMENT
- PIPELINE EASEMENT
- WELL EASEMENT
- C/L 20 FT. WIDE PIPELINE EASEMENT
- C/L 20 FT. WIDE WELL ACCESS EASEMENT
- C/L 20 FT. WIDE ELECTRICAL LINE EASEMENT
- PROPERTY LINE
- APN: 130-710-07 (9.39 AC.)
- LOT LINE PER TRACT NO. 2282 SHAVER SPRINGS



NAME:

DATE:

SCALE

DRAWN: J.D.

04/24/2020

CHECKED: M.M.

05/27/2020

REVISION: J.D.

05/29/2020



DEPARTMENT OF PUBLIC WORKS AND PLANNING

WWD 40 SHAVER SPRINGS

PIPELINE EASEMENT NO. 1 - EASEMENT 3

PROJECT NO. T90110

SHEET NO. 4 OF 7

EXHIBIT B

**WWD 40 Shaver Springs
Pipeline No. 1 Easement**

**Easement 3
Portion of APN 130-710-07**

Exhibit 4

A portion of that certain parcel of land described in Document No. 2018-0048227, recorded April 25, 2018 in Official Records of Fresno County, more particularly described as follows:

A 20 feet wide strip of land, lying within said parcel of land, the centerline of which is described as follows:

COMMENCING at the Center Quarter Corner of Section 20, Township 10 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Government Plat thereof; thence, South 89° 50' 16" East, along the North Line of the Southeast Quarter of said Section 20, a distance of 675.10 feet; thence, South 00° 33' 26" West, a distance of 166.95 feet to the TRUE POINT OF BEGINNING; thence,

- 1) North 86° 12' 36" West, a distance of 9.92 feet to the beginning of a non-tangent curve to which a radial line bears North 1° 11' 35" East; thence,
- 2) Along said non-tangent curve concave Southeasterly, having a radius 488.60 feet, an arc distance of 67.02 feet to the Northerly Line of that parcel of land as described in Document No. 2018-0048227, recorded April 25, 2018 in Official Records of Fresno County; thence,
- 3) Continuing along a non-tangent curve concave Southeasterly, having a radius 488.60 feet, to which a radial line bears North 6° 39' 56" West to the beginning of this curve, an arc distance of 62.62 feet; thence,
- 4) South 73° 21' 04" West, a distance of 30.04 feet; thence,
- 5) South 53° 18' 55" West, a distance of 27.05 feet to the beginning of a non-tangent curve to which a radial line bears North 37° 43' 54" West; thence,
- 6) Along said non-tangent curve concave Southeasterly, having a radius 194.85 feet, an arc distance of 99.60 feet; thence,
- 7) South 13° 08' 40" West, a distance of 15.69 feet to the POINT OF TERMINATION.

Containing 0.109 acre of land, more or less.



COUNTY CLERK ACKNOWLEDGEMENT FORM

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 Fresno

On 9/17/20 before me, Adriana M. Hopper, Deputy County Clerk personally appeared Randi Trexio 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,

BRANDI L. ORTH
County Clerk

By Adriana M. Hopper
Deputy

(Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Easement, dated 9/17/20, to the County of Fresno, a governmental agency, is hereby accepted on behalf of the Board of Supervisors of the County of Fresno pursuant to authority conferred by Ordinance No. 19-007, codified as Section 2.52.040(N) of Chapter 2.52 of the Ordinance Code of Fresno County, adopted by the Board of Supervisors on February 12, 2019, and the Grantee consents to the recordation thereof.

COUNTY OF FRESNO

REVIEWED & RECOMMENDED FOR APPROVAL:



Steven E. White, Director
Department of Public Works and Planning

DATE: 9/17/20

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel


By: _____

APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector


By: _____