

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)



2020-0133431

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Sep 29, 2020 12:01:54 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 WELL AND WELL EASEMENT

THIS GRANT OF WELL AND WELL 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 acquire, possess and use existing well and groundwater rights, to install, operate, maintain, alter, repair, improve, inspect, clean, reconfigure, redesign, drill, and reconstruct a wells, pumps, tanks, treatment facilities, pipelines, structures, conduits, meters, valves, measuring and/or telemetric control devices or structures, monitoring stations/devices, power lines, poles, panels, roads, fences, gates and any other equipment or security structures that GRANTEE, in its sole discretion, deems necessary in connection with its rights granted hereunder (collectively, "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 the Improvements, and to obtain groundwater from and 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".
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, over and under the property owned by the GRANTOR in connection with the improvements.

4. GRANTEE shall have the right to construct any building or other permanent structures it deems necessary, in its sole discretion, in connection with the Improvements.
5. All Improvements constructed, installed or placed by or on behalf of GRANTEE upon and within this easement shall become and remain the property of GRANTEE, and GRANTOR shall have no right, title or interest therein.
6. When said Improvements shall be constructed, installed, operated, maintained, altered, repaired, improved, accessed, drilled, 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 Improvements, shall be in the sole, exclusive and absolute control of GRANTEE.
7. The easement shall not be deemed abandoned by GRANTEE until and unless GRANTEE executes a document formally abandoning the easement and records such a document with the Fresno County Recorder.
8. 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 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 and its related rights. 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 which interfere at any time with the purpose or use of this easement by GRANTEE, as determined by GRANTEE, in its sole discretion.
9. This GRANT OF WELL AND WELL 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 WELL AND WELL EASEMENT as an easement, under 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.
10. GRANTEE may, at its sole discretion and option, at some future date, quitclaim the real property and rights described within this GRANT OF WELL AND WELL EASEMENT back to GRANTOR.
11. 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 WELL AND WELL 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 WELL AND WELL EASEMENT. If obligations under this GRANT OF WELL

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AND WELL 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 WELL AND WELL 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: [Signature] 9/14/20

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

By: Lindsay Beaver
Deputy

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

By: Oscar J. Garcia
Deputy

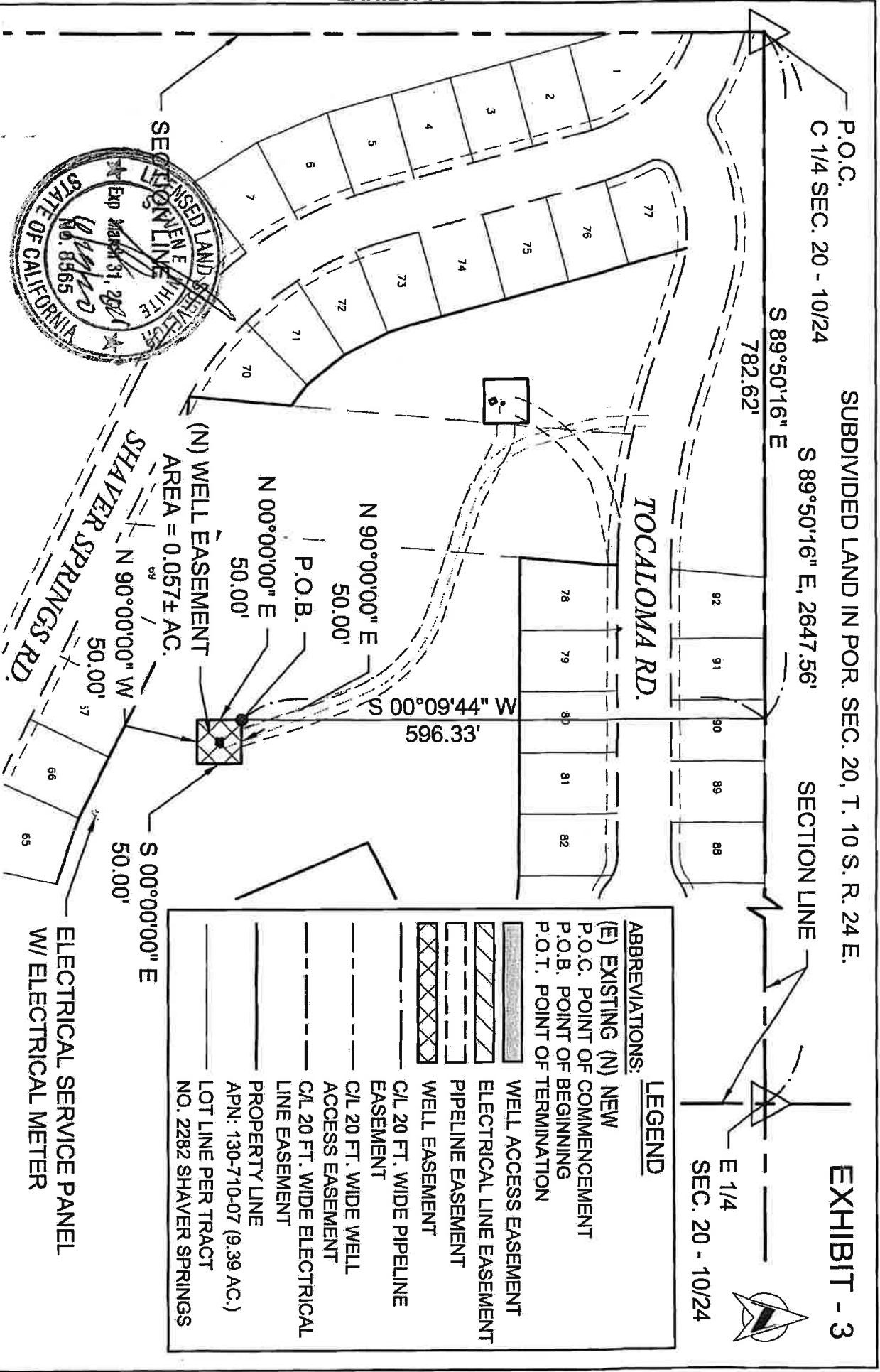
For Accounting Use Only
Fund: 0900
Subclass: 16000
Org. No.: 9360
Account: 7295

GRANTOR

[Signature]
Shaver Springs Homeowners Association

Randi Temo
Print Name
Ata Board Pres.

PO Box 492
Mailing Address
Prather, CA. 93651



NAME:		DATE:		SCALE				DEPARTMENT OF PUBLIC WORKS AND PLANNING WWD 40 SHAVER SPRINGS WELL EASEMENT - EASEMENT 2	
DRAWN:	J.D.	04/23/2020		0 150 300 (IN FEET)					
CHECKED:	M.M.	05/27/2020				PROJECT NO. T90110		SHEET NO. 3 OF 7	
REVISION:	J.D.	06/29/2020							

EXHIBIT B

WWD 40 Shaver Springs
Well Easement

Easement 2
Portion of APN 130-710-07

Exhibit 3

That portion of the North Half of the Southeast Quarter of Section 20, Township 10 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Government Plat thereof, more particularly described as follows:

COMMENCING at the Center Quarter Corner of Section 20; South 89° 50' 16" East, along the North Line of the Southeast Quarter of said Section 20, a distance of 782.62 feet; thence, South 00° 09' 44" West, a distance of 596.33 feet to a point, said point being the TRUE POINT OF BEGINNING; thence,

- 1) North 90° 00' 00" East, a distance of 50.00 feet; thence,
- 2) South 00° 00' 00" East, a distance of 50.00 feet; thence,
- 3) North 90° 00' 00" West, a distance of 50.00 feet; thence,
- 4) North 00° 00' 00" East, a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

Containing 0.057 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. Lopez, Deputy County Clerk, personally appeared Randi Teerio 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. Lopez
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:

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

Lindsay Brewer
By:

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

Oscar J. Garcia
By: