



CALIFORNIA WATER SERVICE

Visalia District 216 North Valley Oaks Drive
Visalia, CA 93292 **Tel:** (559) 624-1600

November 30, 2021

Embree Group
4747 Williams Drive
Georgetown, TX 78633

RE: NWC of Betty and SR 99

Gentlemen:

We have enclosed for execution two copies of Grant of Easement for the easement for NWC of Betty and SR 99. The first page of each should be properly filled out and dated and the last page of each properly signed and notarized. ***Please make sure the persons that sign these easements have their names clearly typed on the signature page.*** Return all copies to us for recording.

Sincerely,

Sedelia Sanchez
Superintendent

SS:bg

Enclosure

pc: L. Przybyla
Project #122253



RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

When Recorded Return To:
CALIFORNIA WATER SERVICE COMPANY
Attention: Linda D. Przybyla
1720 North First Street
San Jose, CA 95112

APN: 075-340-023; Parcel 2 Pm No. 5306

This is a conveyance of an easement and the consideration and value is less than \$_____.

The undersigned Grantor declares that the documentary transfer tax due is \$_____, computed on full value of property conveyed.

Form 1381

GRANT OF EASEMENT

R&T Code 11911. Value or consideration is less than \$100.00.

By this instrument dated February 1, 20 22, Greg Groan, ~~Frank Leyendekker~~, as sole ~~and surviving~~ Trustee, of the Frank Leyendekker and Adrianna Leyendekker 1993 Revocable Family Trust, as the title owner ("Grantor") hereby grants to CALIFORNIA WATER SERVICE COMPANY, a California corporation ("Grantee"), a permanent non-exclusive easement to construct, reconstruct, install, operate, use, inspect, maintain, repair, replace, relocate, patrol, change the size of, add to, or remove such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities ("Facilities") as Grantee deems necessary or convenient in connection with Grantee's business as a public utility water company and for any other legally permitted purpose for the conveyance, distribution and/or storage of water, together with a right of way for such Facilities and reasonable ingress to and egress from such facilities, upon, across and/or under the lands situated in the **County of Tulare, Visalia District**, State of California, described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof ("Easement Area").

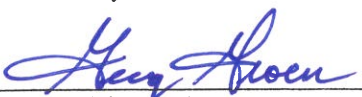
Grantor agrees that no change of grade of the Easement Area shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement Area or that will damage or is reasonably likely to damage Grantee's facilities and equipment in the Easement Area. Without limiting the foregoing, Grantor shall not perform or permit any digging, tunneling or other forms of construction activity on the Easement Area which would substantially disturb, or is likely to substantially disturb the compaction or unearth Grantee's facilities located within the Easement Area or endanger the lateral support to such facilities and Grantor agrees that it shall be responsible for any such damage. Grantee shall have the right, but not the duty, at Grantee's sole convenience and discretion, to trim and/or remove trees, brush, roots or vegetative material from within, under and over the Easement Area. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons.

Grantor reserves the right to use the surface of the Easement Area for parking, landscaping, walkways, signs and driveways ("Permitted Uses"); provided, however, to the extent removal of such Permitted Uses is necessary for Grantee to exercise its rights under this instrument, Grantor shall be solely responsible for the costs of removal of such Permitted Uses, and Grantee shall have no obligation to repair or replace any such Permitted Uses. Before commencing the construction or installation of any such Permitted Uses, Grantor shall notify and obtain written approval from Grantee in advance, which approval shall not be unreasonably conditioned, withheld, or delayed. In addition Grantor must comply with DigAlert notification requirements pursuant to Government Code Sections 4216 to 4216.9.

The terms hereof shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto. As used herein, the term "Grantor" shall include all subsequent owners of the land subject to the easement granted hereby. The terms hereof shall run with Grantee's Easement Area. As used herein, the term "Grantee" shall include all subsequent owners of the easement granted hereby.

Grantor covenants that Grantor has good right and title to grant the foregoing easement, and that Grantor and its successors and assigns shall warrant and defend the same unto Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

GRANTOR: **GREG GROEN**
~~Frank Leyendekker~~, as sole and surviving Trustee, of the Frank Leyendekker and Adrianna
Leyendekker 1993 Revocable Family Trust, as the title owner

By: 
(Signature)

Name: **GREG GROEN**
Title: **TRUSTEE**

Project No. **VIS-122253**

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)
) ss
County of Tulare)

On February 1, 2022 before me, Carol Greeson, notary public
personally appeared Greg Groen, 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.

Carol Greeson
Signature

(Seal)

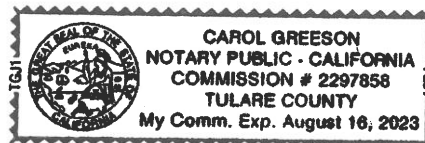


EXHIBIT 'A'
CALIFORNIA WATER SERVICE COMPANY EASEMENT

ALL THAT PORTION OF THE BELOW-DESCRIBED STRIPS, LYING WITHIN PARCEL 1, AS SHOWN BY THE MAP ENTITLED, "PARCEL MAP NO. 5306", AND FILED OCTOBER 30, 2020, IN BOOK 54 OF PARCEL MAPS, AT PAGE 13, RECORDS OF TULARE COUNTY, STATE OF CALIFORNIA, THE CENTERLINE OF SAID STRIPS, BEING FURTHER DESCRIBED AS FOLLOWS:

STRIP #1 (20.00 FOOT WIDE)

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 5306; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, NORTH $89^{\circ}16'36''$ EAST, A DISTANCE OF 21.00 FEET, TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $00^{\circ}17'14''$ WEST, A DISTANCE OF 412.78 FEET; THENCE NORTH $89^{\circ}58'50''$ EAST, A DISTANCE OF 181.27 FEET, TO A POINT OF TERMINATION, SAID POINT BEING HEREINAFTER REFERRED TO AS POINT "A";

STRIP #2 (28.00 FOOT WIDE)

COMMENCING AT THE ABOVE-DESCRIBED POINT "A", THENCE NORTH $00^{\circ}00'00''$ WEST, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 35.00 FEET TO THE **POINT OF TERMINATION**;

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

THE SIDELINES OF SAID STRIPS ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

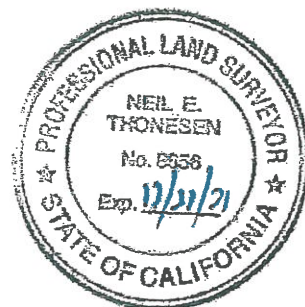
EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.



10/05/2021

NEIL E. THONESEN
P.L.S. 8656
LIC. EXP. 12/31/2021

DATE




10/13/2021

EXHIBIT "B"



NORTHWEST CORNER
OF PARCEL 2
P.O.C. STRIP #1

N89°16'36"E 21.00'

T.P.O.B.
STRIP #1

10'

S00°17'14"W 412.78'

PARCEL 2
PM NO. 5306
MB 54/13

10'

10'

N89°58'50"E 181.27'

T.P.O.B.
STRIP #2

N00°00'00"W 10.00'

P.O.C.
STRIP #2

14'

P.O.T.

S00°00'00"E 25.00'

PARCEL 1
PM NO. 5306
MB 54/13

LEGEND



INDICATES EASEMENT AREA



EASEMENT BOUNDARY



LOT LINE



EASEMENT CENTERLINE

T.P.O.B.

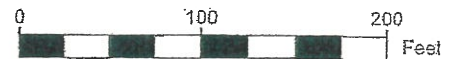
TRUE POINT OF BEGINNING

P.O.C.

POINT OF COMMENCEMENT

P.O.T.

POINT OF TERMINATION



SCALE: 1" = 100'

PREPARED BY:



18453 E. MANNING AVE.
REEDLEY, CA 93654
PH: (559) 637-1544

CALIFORNIA WATER SERVICE COMPANY EASEMENT

ALL THAT PORTION OF PARCEL 2, AS SHOWN UPON THE MAP ENTITLED, "PARCEL MAP NO. 5306", AND FILED OCTOBER 30, 2020, IN BOOK 54 OF PARCEL MAPS, AT PAGE 13, RECORDS OF TULARE COUNTY, STATE OF CALIFORNIA.

DATE: 10/05/2021

DRAWN BY: NET

JOB NO.: 19086

PAGE 1 OF 1

RK

10/13/2021