



**FRAZIER PARK PUBLIC UTILITY DISTRICT**

P.O. BOX 1525, FRAZIER PARK, CA 93225

TELEPHONE: 661-245-3734 FAX: 661-245-3472

[www.frazierparkwater.com](http://www.frazierparkwater.com)



Draft to be Approved  
**BEFORE THE BOARD OF DIRECTORS OF THE  
FRAZIER PARK PUBLIC UTILITY DISTRICT  
RESOLUTION NO. FP-20231214-01  
IN THE MATTER OF:  
AUTHORITY FOR ACTION IN EMINENT DOMAIN TO  
ACQUIRE INTERESTS IN REAL PROPERTY FOR  
PUBLIC UTILITY DISTRICT PURPOSES**

WHEREAS, Frazier Park Public Utility District (“District”) is a California public utility district formed and existing pursuant to the Public Utility District Act (California Public Utilities Code § 15501 et seq.), and is authorized to, among other things, acquire, construct, own, operate, control, and use works for supplying water to District customers; and

WHEREAS, the District provides water supplies and service to residential and commercial customers of Frazier Park, in Kern County, California, by means of two water supply wells, identified as Well No. 5 and Well No. 6, which together have for several years met the water service demands of the District’s approximately 1,300 metered service connections by operating at a combined production capacity of approximately 450 gallons per minute (“gpm”); and

WHEREAS, Well No. 5, constructed in 1965, was originally encased with thin wall steel to a depth of 600 feet, and operated at a capacity of 450 gpm until 2018, when the well’s casing began to fail, and Well No. 5 was patched with steel, which preserved the well but reduced its production capacity to approximately 220 gpm and demonstrated the vulnerability of the casing to further problems and the likely failure of Well No. 5 in the foreseeable future; and

WHEREAS, in the event of Well No. 5’s failure, the District’s ability to provide water to its customers would be severely diminished; and

WHEREAS, the District has determined that it must construct a new well in order to ensure its ability to continue satisfying the water supply and service demands of its customers, and that doing so requires the District to acquire a well site (the “Well Site” or “Property”) and temporary and permanent construction, access, and pipeline easements (the “Easements”) to construct, operate, repair, and maintain a new well, identified as Well No. 8, and underground water pipelines; and

WHEREAS, the acquisition of the Property and the Easements, the construction, operation, repair, and maintenance of Well No. 8, and associated underground water pipelines is referred to herein as the “Project”; and

WHEREAS, the Well Site and the Easements are located on a portion of Section 31, Township 9 North, Range 19 West, San Bernardino Meridian, Assessor’s Parcel Number 255-320-28 in the County of Kern, State of California; and

WHEREAS, the District has made multiple offers to the Owner of the Well Site and the property on which the Easements would be located, including the offer required by the Eminent Domain Law (California Code of Civil Procedure § 1230.010 et seq.); and



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**RESOLUTION NO. FP-20231214-01 Continued**

WHEREAS, the public interest and necessity require the acquisition by the District of the Well Site and the Easements; and

WHEREAS, California Public Utilities Code §§ 16404 and 16431 authorize the District to acquire property rights within and outside the District for District purposes by eminent domain; and

WHEREAS, after selecting the Well Site and the Easements as the necessary locations for the Project, but prior to acquiring the Well Site and the Easements, the District determined that the Project is a project exempt from the California Environmental Quality Act as reflected in the Notice of Exemption filed in Kern County by the District on April 28, 2023, a copy of which is attached hereto as Exhibit 1 and made a part of this resolution by this reference; and

WHEREAS, the District seeks to undertake the Project, including acquisition of the Well Site and the Easements, for the purpose of continuing to provide water service to its customers; and

WHEREAS, the Owner of the Well Site and the property on which the Easements would be located, C&C Elite Properties LLC, was given notice and a reasonable opportunity to appear and be heard as prescribed by California Code of Civil Procedure § 1245.235, and pursuant to said notice the Owner requested to be heard prior to this Board considering whether to adopt this resolution;

NOW, THEREFORE, this Board of Directors of the Frazier Park Public Utility District does hereby resolve, find, declare, and order as follows:

1. The foregoing recitals are true and correct.
2. The acquisition of the Well Site and Easements is for a public use and public purpose authorized by the Public Utilities Code of the State of California, including Sections 16404, 16431, and 16432, and Section 16404 of said Public Utilities Code specifically authorizes the District to acquire the Well Site and the Easements by eminent domain.
3. The Well Site and Easements that the District is by this resolution authorized to acquire for the public uses and purposes aforesaid is more particularly described in the Grant Deed, attached to this resolution as Exhibit 2, and the Easement Deeds, attached to this resolution as Exhibit 3, and made a part of this resolution by this reference.
4. The public interest and necessity require the proposed Project.
5. The proposed Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.
6. The Well Site and Easements described in this resolution, including in Exhibits 2–3, are necessary for the proposed Project.



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**RESOLUTION NO. FP-20231214-01 Continued**

7. The District's acquisition of the Well Site and Easements will not unreasonably interfere with or impair the continuance of any public use, as such public use now exists or may reasonably be expected to exist in the future, or any of the property affected hereby which is appropriated to public use and, accordingly, this District is authorized to acquire an interest in such property for such compatible public use as provided in Section 1240.510 of the Code of Civil Procedure of the State of California.

8. As required by Section 7267.2 of the Government Code of the State of California, a written offer of just compensation was made to the fee owner of the real property on which the Well Site and Easements to be acquired are located prior to the adoption of this Resolution of Necessity.

BE IT FURTHER RESOLVED by this Board of Directors that District staff and The Law Offices of Young Wooldridge, LLP, are authorized and directed to acquire by condemnation the Well Site and the Easements, and all necessary interests associated therewith, in the name of the District, and to do all things necessary or desirable therefore, including but not limited to the following:

To prepare in the name of the District and proceed in the proper court having jurisdiction thereof such proceedings that are necessary for such acquisition; to make application to said court for an order fixing the amount of security required for issuance of orders permitting the District to take possession prior to judgment; to deposit such security in the amount so fixed in such manner as the court may direct; to enter into stipulations for judgment by and between the District and any and all defendants; and all other matters appearing necessary or desirable for the acquisition of said real property and interests.

ALL THE FOREGOING, being on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, was hereby authorized by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:



**FRAZIER PARK PUBLIC UTILITY DISTRICT**

**P.O. BOX 1525, FRAZIER PARK, CA 93225**

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***www.frazierparkwater.com***



**RESOLUTION NO. FP-20231214-01 Continued**

I HEREBY CERTIFY that the foregoing is a true copy of the resolution of the Board of Directors of Frazier Park Public Utility District as duly passed and adopted by said Board of Directors on the \_\_\_\_ day of December, 2023.

WITNESS my hand and official seal of said Board of Directors this \_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Rebecca Gipson, President  
Board of Directors

\_\_\_\_\_  
Attest: Tiffany Matte  
Clerk of the Board

SEAL



**FRAZIER PARK PUBLIC UTILITY DISTRICT**

*P.O. BOX 1525, FRAZIER PARK, CA 93225*

*TELEPHONE: 661-245-3734      FAX: 661-245-3472*

*[www.frazierparkwater.com](http://www.frazierparkwater.com)*



**EXHIBIT 1**

Notice of Exemption  
RECEIVED WITH PERM  
RECEIPT # 15149940

FILED  
KERN COUNTY  
Appendix E

APR 28 2023

Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

Lead Agency/Applicant Name:  
AIMÉE X. ESPINOZA  
Frazier Park Public Utility District  
BY: [Signature] DEPUTY  
4020 Park Drive, Frazier Park, CA 93225

X County Clerk  
County of Kern  
1115 Truxtun Avenue  
Bakersfield, CA 93301

\_\_\_\_\_  
(Address)

**Project Title:** Well Site Acquisition and Construction and Operation of Well #8 (Project)

**Project Location – Specific:** Frazier Park Public Utility District. See Exhibit A attached hereto.

**Project Location – County:** Kern.

**Description of Nature, Purpose, and Beneficiaries of Project:** The Project includes acquisition of a well site (the "Site") and construction and operation of a new water supply well (the "Well #8"). Well #8 would operate at a capacity of approximately 500 gallons per minute ("gpm"). It would replace the production capacity furnished to the District by its existing Well #5, which is showing signs of imminent failure; however, the construction of Well #8 would not change the District's storage capacity. Well #8 would operate in conjunction with the District's existing Well #6 to provide water supplies to the District's residential and commercial customers, and would therefore support existing water uses and users within the District. The Project is necessary to enable the District to continue to satisfy its customers' residential and commercial water demands.

Beneficiaries of the project are landowners and water users within the boundaries of the District.

**Name of Public Agency Approving Project:** Lead Agency: Frazier Park Public Utility District.

**Name of Person or Agency Carrying Out Project:** Lead Agency: Frazier Park Public Utility District.

**Exempt Status:**

- \_\_\_ Ministerial (Sec. 21080(b)(1) ; 15268);
- \_\_\_ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- x Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- \_\_\_ Categorical Exemption. State type and section number: \_\_\_\_\_
- \_\_\_ Statutory Exemption: State code number: \_\_\_\_\_

**Reasons why project is exempt:**

The District has found and determined that to the extent such activities could possibly constitute a project, the Project is exempt under CEQA. This determination is based upon the fact that the

73997

Notice of Environmental Document  
Posted by County Clerk on 4/28/2023  
and for 30 days thereafter, Pursuant to  
Section 21152(C), Public Resources Code

Project is an emergency project. The District has a water storage capacity of 2.1 million gallons. During peak demand the District currently operates at a deficit of 168 gpm, which provides the District approximately eight (8) days of operating at such capacity before its storage is depleted. Well #5 was constructed in 1965 and its well casings are failing. If Well #5 becomes inoperable prior to the District being able to obtain the Site and construct Well #8, the number of days at which the District could operate at historical peak demand before its storage is depleted would be reduced by half, to approximately four (4) days. In light of the likelihood that Well #5 will fail in the near term, and the degree to which the failure would limit the ability of the District to satisfy its water supply obligations to its customers, the anticipated period of time to conduct an environmental review of the Project would create a risk to public health, safety and welfare. Therefore, the emergency exception (CEQA Guidelines section 15269(c)) applies.


**Lead Agency**

**Contact Person:** Jonnie Allison, General Manager

Area Code/Telephone/Extension: (661) 245-3734

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

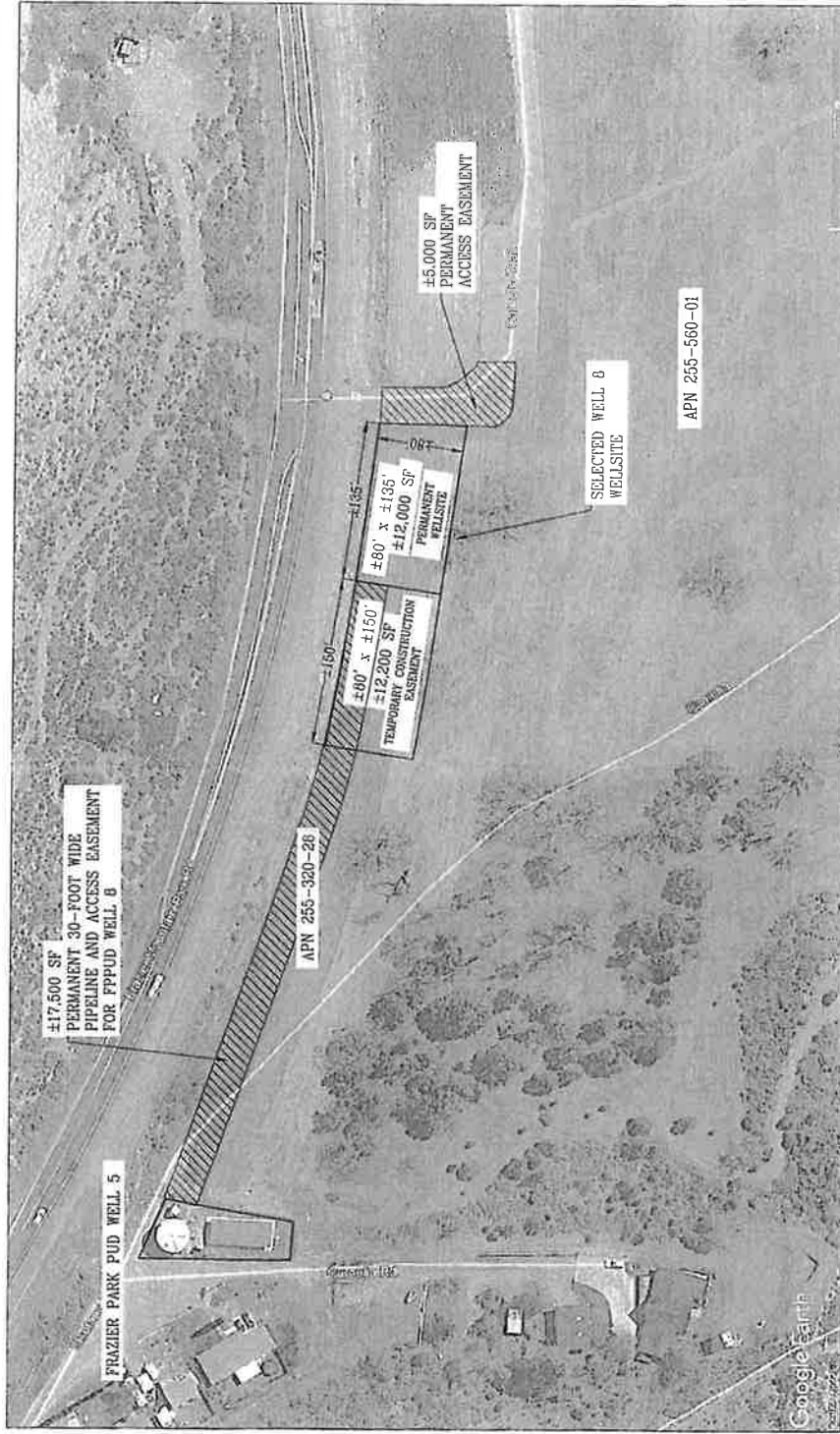
Signature:  Date: 4/27/23 Title: General Manager

Signed by Lead Agency

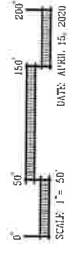
Date received for filing at OPR:

Signed by Applicant

EXHIBIT A



DISTRICT WELL 8  
 FRAZIER PARK PUBLIC UTILITY DISTRICT







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**EXHIBIT 2**

RECORDING REQUESTED BY:

**FRAZIER PARK PUBLIC UTILITY  
DISTRICT, AS OFFICIAL BUSINESS**

WHEN RECORDED MAIL TO,  
AND MAIL TAX STATEMENTS TO:

**Frazier Park Public Utility District  
P.O. Box 1525  
Frazier Park, CA 93225**

Exempt from Recording Fees per Cal. Govt. Code §6103  
Exempt from Documentary Transfer Tax  
per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_\_, Declarant, of  
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP,  
Attorneys for District

**GRANT DEED**

**C&C ELITE PROPERTIES, LLC.**, a California limited liability company (“Grantor”), as the grantor, declares:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which are hereby acknowledged, Grantor hereby GRANTS to **FRAZIER PARK PUBLIC UTILITY DISTRICT** all of Grantor’s right, title and interest in and to that certain real property legally described and depicted in Exhibit “A” and Exhibit “B” attached hereto and incorporated herein.

As between the parties, this Grant Deed is effective as of \_\_\_\_\_, 2023.

**C&C Elite Properties, LLC.**, a California limited liability company (“Grantor”)

By: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT "A"**

**The Legal Description of the Property**

WELL SITE PROPERTY  
LEGAL DESCRIPTION – FEE SIMPLE  
EXHIBIT “A”

THAT CERTAIN PORTION OF LAND LYING WITHIN SECTION 31, T.9N., R.19W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH 89°13'08" EAST, 607.30 FEET;

THENCE NORTH 00°46'52" EAST, 154.89 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 04°14'29", A RADIUS OF 1,865.00 FEET, AN ARC LENGTH OF 138.06 FEET, AND WHOSE LONG CHORD BEARS SOUTH 81°39'07" EAST;

THENCE SOUTH 00°35'23" WEST, 80.37 FEET;

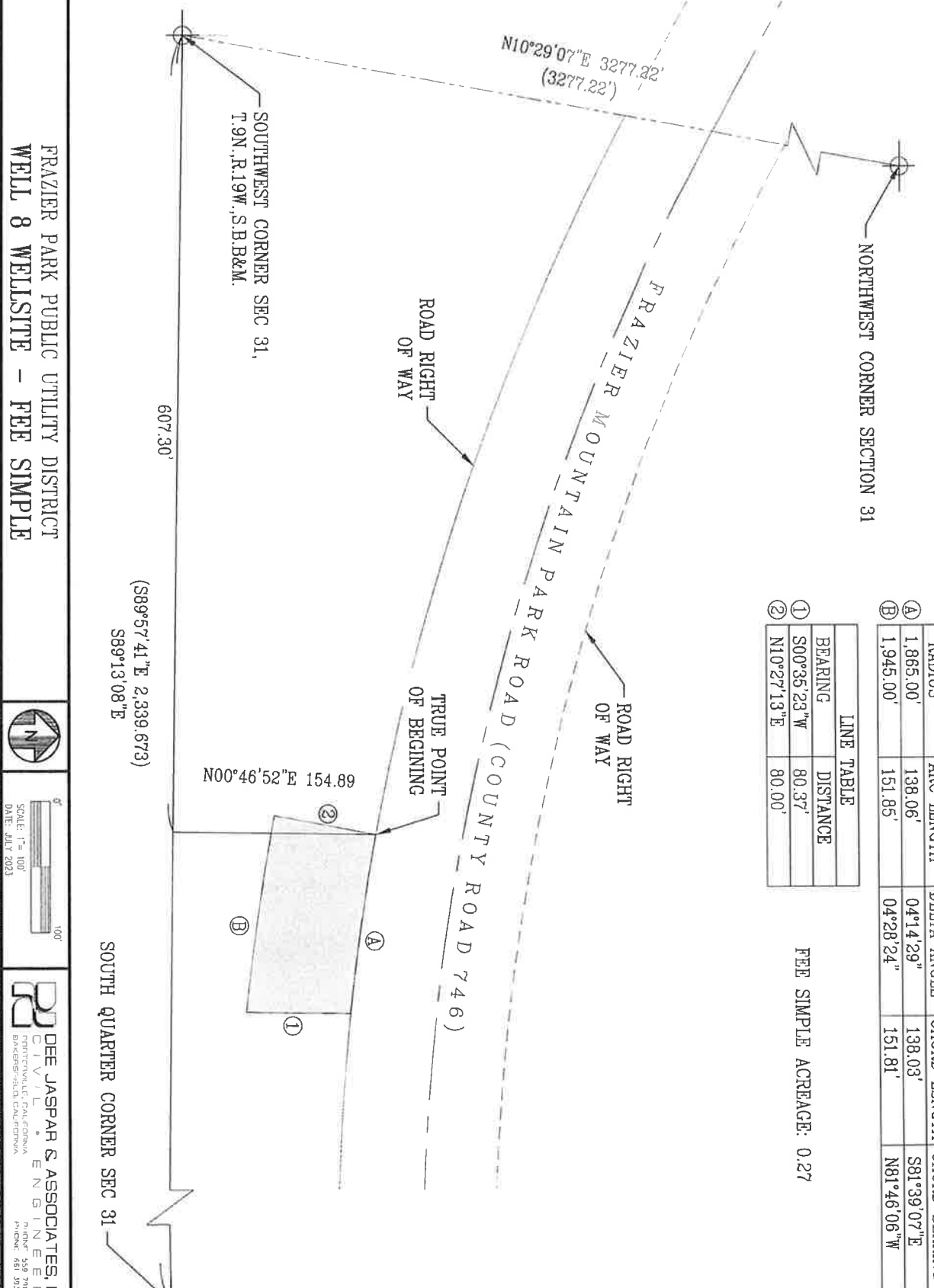
THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 04°28'24", A RADIUS OF 1,945.00 FEET, AN ARC LENGTH OF 151.81 FEET, AND WHOSE LONG CHORD BEARS NORTH 81°46'06" WEST;

THENCE NORTH 10°27'13" EAST, 80.00 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.27 ACRES

**EXHIBIT "B"**

**Map**



NORTHWEST CORNER SECTION 31

SOUTHWEST CORNER SEC 31,  
T. 9N., R. 19W., S.B. & M.

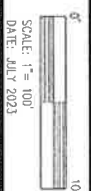
CURVE TABLE				
RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
Ⓐ 1,865.00'	138.06'	04°14'29"	138.03'	S81°39'07"E
Ⓑ 1,945.00'	151.85'	04°28'24"	151.81'	N81°46'06"W

LINE TABLE	
BEARING	DISTANCE
① S00°35'23"W	80.37'
② N10°27'13"E	80.00'

FEE SIMPLE ACREAGE: 0.27

FRAZIER PARK PUBLIC UTILITY DISTRICT  
WELL 8 WELLSITE - FEE SIMPLE



DEE JASPAR & ASSOCIATES, INC.  
DIVISION OF ENGINEERS  
10000 WILSON AVENUE, SUITE 200  
DUBLIN, CALIFORNIA 94568  
PHONE: 510.921.2700  
FAX: 510.921.2701  
WWW.DJASPAR.COM

DATE: JULY 2023

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby accepts for public purposes the interest in real property conveyed by the Grant Deed hereinabove and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

FRAZIER PARK PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_





**FRAZIER PARK PUBLIC UTILITY DISTRICT**

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**EXHIBIT 3**

RECORDING REQUESTED BY:

**FRAZIER PARK PUBLIC UTILITY  
DISTRICT, AS OFFICIAL BUSINESS**

WHEN RECORDED MAIL TO,  
AND MAIL TAX STATEMENTS TO:

**Frazier Park Public Utility District  
PO BOX 1525  
Frazier Park, CA 93225**

Exempt from Recording Fees per Cal. Govt. Code §6103  
Exempt from Documentary Transfer Tax  
per R&T Code § 11922

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This document is exempt from Documentary Transfer Tax

\_\_\_\_\_, Declarant, of  
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP,  
Attorneys for District

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, 2023 by FRAZIER PARK PUBLIC UTILITY DISTRICT, herein called "Grantee," and C&C ELITE PROPERTIES LLC, herein called "Grantor."

### **AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a temporary construction easement (the "Temporary Easement") to be used for construction purposes and to terminate upon completion of the construction of Grantee facilities, but in no event to extend beyond two (2) years from the date of commencement of construction of said Grantee facilities, namely Grantee's Well 8 and related above and below ground appurtenances (the "Facilities"). Said Temporary Easement to be in, under, along and across the portions described as "Temporary Easement" within the parcel of real property located in the unincorporated area of the County of Kern, State of California, consisting of approximately 0.30 acres, and more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

### **TERMS**

1. Character of Easement. The Temporary Easement granted in this Agreement is an easement in gross.

2. Grantee shall have the right to use of the Temporary Easement for construction of the Facilities and the related right of ingress to and egress from the Grantee Facilities at any time, and from time to time, without prior notice, together with the right access and positioning of drilling equipment, temporary storage of construction materials, and drilling crews, together with the right to operate drilling equipment thereon and all other equipment necessary to construct and equip the well and appurtenant facilities, and license to use and to make additions to such private roadways, lanes and rights-of-way, on the lands adjacent thereto, existing at any time, and from time to time, as shall be convenient and necessary for the uses and purposes of exercising the rights herein set forth. Provided, however, nothing contained herein shall prevent or limit the right to close such roadways, lanes or rights-of-way, by the owner thereof by termination and/or abandonment nor shall Grantee acquire any right to demand the continuance of any such roads, lanes or rights-of-way. In this connection, Grantee may at any time, and from time to time, install and/or use gates and any fences that are now or may hereafter be constructed on the Temporary Easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates that are installed by the Grantee shall be locked with the Grantee's locks and also, if the Grantor so desires, may be locked with Grantor's locks, in such manner that either can lock or unlock the gates. Any gates that are installed and locked by the Grantor and used by the Grantee may be locked also by the Grantee's locks so that either can lock or unlock the gates.

3. Grantee shall restore the Temporary Easement area to as near its original condition for its present uses as is consistent with the rights herein set forth and shall be responsible for the cost of the temporary relocation, reconstruction, the cost of replacing and the cost of protection of Grantee's existing facilities or improvements that are on or near the Temporary Easement area and are affected by Grantee's exercise of its rights granted herein.

4. Nonexclusive Easement. The Easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Temporary Easement Area to the extent such uses do not interfere unreasonably with Grantee's rights under this Agreement.

5. Assignment. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by Grantee, and shall not be assignable by Grantor other than in connection with the sale of the parcel on which the Temporary Easement is located.

6. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents and employees from and against any and all liability, claims, actions, causes of action of demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of or connected with Grantee's exercise of its right, under this Agreement, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

7. The persons executing this document each individually warrants and represents that he or she has the full power and authority to execute this document and to bind the party for which he or she is signing to the provisions hereof. Further, Grantor warrants and represents to Grantee it has the full power and authority necessary to grant the Temporary Easement to Grantee. Any right, title or interest subsequently acquired by any Grantor shall, if necessary to grant the Temporary Easement in whole or in part, pass to the Grantee. Further, Grantor agrees to execute any further instruments that may be necessary to grant the Temporary Easement to Grantee, without further consideration from Grantee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR

GRANTEE

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**Legal Description**

# TEMPORARY CONSTRUCTION EASEMENT

## LEGAL DESCRIPTION

### EXHIBIT "A"

A TEMPORARY CONSTRUCTION EASEMENT, LYING IN SECTION 31, T.9 N., R.19 W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH  $89^{\circ}13'08''$  EAST, 451.47 FEET;

THENCE NORTH  $00^{\circ}46'52''$  EAST, 188.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF  $04^{\circ}53'54''$ , A RADIUS OF 1,865.00 FEET, AN ARC LENGTH OF 159.44 FEET, WHOSE LONG CHORD BEARS SOUTH  $77^{\circ}04'51''$  EAST;

THENCE SOUTH  $10^{\circ}27'13''$  WEST, 80.00 FEET;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF  $04^{\circ}53'38''$ , A RADIUS OF 1,945.00 FEET, AN ARC LENGTH OF 166.13 FEET, WHOSE LONG CHORD BEARS NORTH  $77^{\circ}05'02''$  WEST;

THENCE NORTH  $15^{\circ}14'43''$  EAST, 80.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.30 ACRES

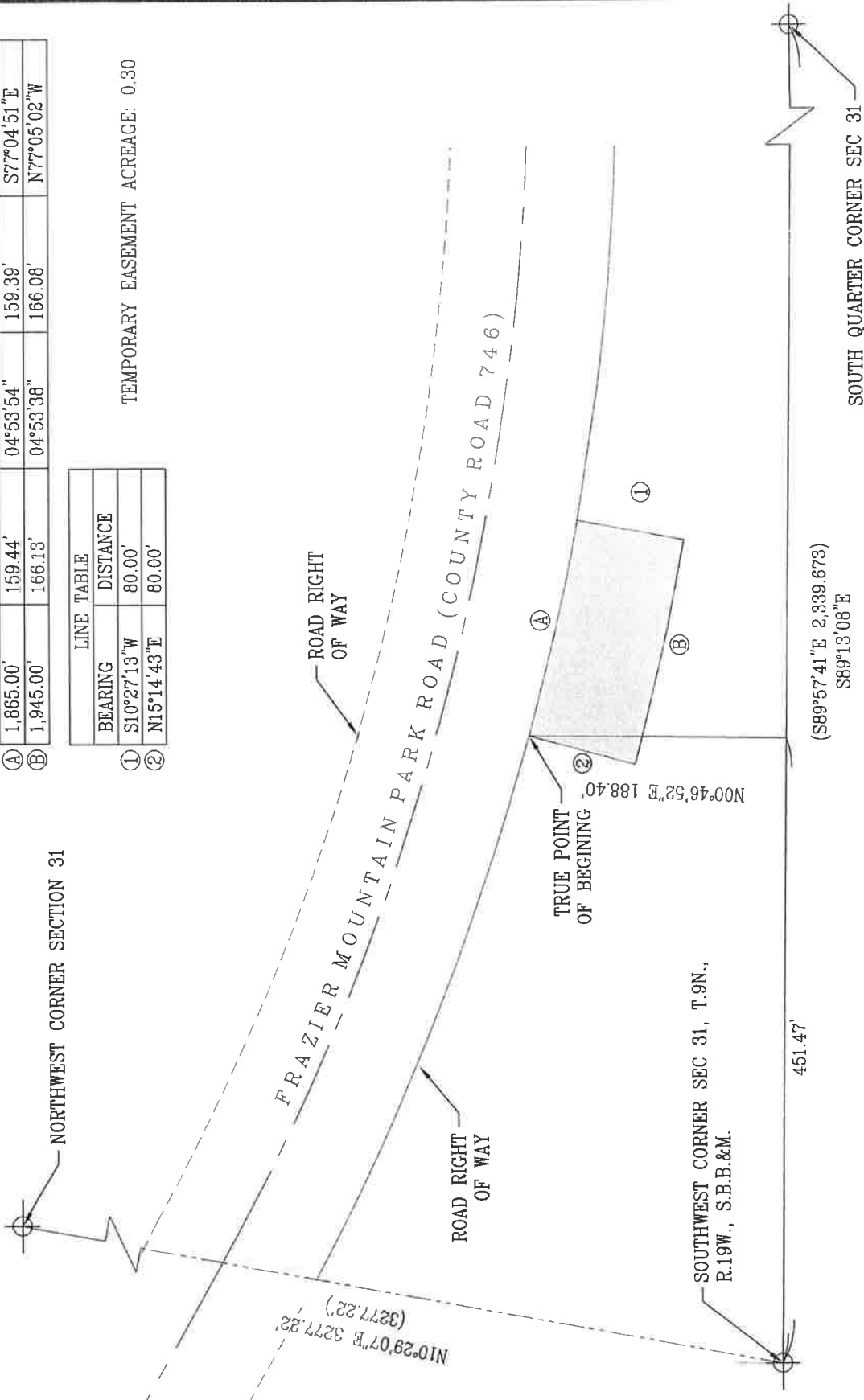
**Exhibit B**

**Map**

CURVE TABLE			
RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH
(A) 1,865.00'	159.44'	04°53'54"	159.39'
(B) 1,945.00'	166.13'	04°53'38"	166.08'

LINE TABLE	
BEARING	DISTANCE
(1) S10°27'13"W	80.00'
(2) N15°14'43"E	80.00'

TEMPORARY EASEMENT ACREAGE: 0.30



SCALE: 1" = 100'  
DATE: JULY 2023

DEE JASPARS & ASSOCIATES, INC.  
CIVIL ENGINEERS  
MORTENWALLE, CALIFORNIA  
WAKERSFIELD, CALIFORNIA  
PHONE: 805.331.4756

**FRAZIER PARK PUBLIC UTILITY DISTRICT**  
**WELL 8 TEMPORARY CONSTRUCTION EASEMENT**





CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby accepts for public purposes the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary of the Board of Directors

RECORDING REQUESTED BY:

**FRAZIER PARK PUBLIC UTILITY  
DISTRICT, AS OFFICIAL BUSINESS**

WHEN RECORDED MAIL TO,  
AND MAIL TAX STATEMENTS TO:

**Frazier Park Public Utility District  
PO BOX 1525  
Frazier Park, CA 93225**

Exempt from Recording Fees per Cal. Govt. Code §6103  
Exempt from Documentary Transfer Tax  
per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_\_, Declarant, of  
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP,  
Attorneys for District

### **ACCESS EASEMENT AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, 2023 by FRAZIER PARK PUBLIC UTILITY DISTRICT, herein called "Grantee," and C&C ELITE PROPERTIES LLC, herein called "Grantor."

### **AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an access easement (the "Easement") to be used for vehicular and pedestrian access by Grantee and its authorized agents to Grantee's groundwater well, identified as Grantee Well 8 (the "Well"), for purposes of inspecting, operating, maintaining, improving, and decommissioning the Well from time to time (the "Purposes"). Said Easement to be in, on, over, along and across the portions described as the "Access Easement" within the parcel of real property located in the unincorporated area of the County of Kern, State of California, consisting of approximately 0.12 acres, and more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein.

### **TERMS**

1. The Easement granted in this Agreement is an easement in gross.

2. Grantee shall have the right to use of the Easement for the Purposes at any time, and from time to time, without prior notice. Grantee may at any time, and from time to time, install and/or use gates and any fences that are now or may hereafter be constructed on the Easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates that are installed by the Grantee shall be locked with the Grantee's locks and also, if the Grantor so desires, may be locked with Grantor's locks, in such manner that either can lock or unlock the gates. Any gates that are installed and locked by the Grantor and used by the Grantee may be locked also by the Grantee's locks so that either can lock or unlock the gates. However, locks that are installed on the Wellsite 8 perimeter fence for access to Well 8 and appurtenances, shall be locked only with Grantee's locks.

3. Grantee and its authorized officers, employees, contractors, licensees and agents, (together, the "Grantee Parties") shall have the right to use the Easement for vehicular and pedestrian access to the Well, and for ingress to and egress from the Well, for any reason related to the Purposes. Without limiting the foregoing, Grantee's rights shall include the right to transport a water well workover rig on, over and across the Easement. The rights to the Easement shall include the right to maintain, improve, and repair the roadway on which the Easement is situated.

4. Grantee shall be responsible for such costs of maintenance, construction, improvement, or repair of the Easement area that arise due to Grantee's use thereof.

5. Grantor shall not interfere in any way with the exercise of the rights granted herein by any of the Grantee Parties, and Grantor shall have no rights to access the Well.

6. Grantee, for itself and the Grantee Parties, shall indemnify, reimburse, defend and hold harmless Grantor from and against any and all costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses (including reasonable fees and disbursements of attorneys) (collectively, the "Damages") incurred in connection with, arising out of, resulting from or incident to a Grantee Parties' exercise of the rights granted herein, or any damage to the parcel on which the Easement is situated occasioned by any Grantee Party's gross negligence or willful misconduct.

7. The Easement shall at all times be deemed to be a covenant running with the subject parcel and its terms and conditions shall be enforceable by Grantee, its successors and assigns, for so long as the Well remains operational.

8. This Access Easement Agreement shall not terminate except by express written agreement to which both Grantor and Grantee, or their successors and assigns, are a party.

9. The persons executing this document each individually warrants and represents that he or she has the full power and authority to execute this document and to bind the party for which he or she is signing to the same to the provisions hereof. Further, Grantor represents and warrants that it has the full power and authority necessary to grant the Easement to Grantee. Any right, title or interest subsequently acquired by any Grantor shall, if necessary to grant the Easement in whole

or in part, pass to the Grantee. Further, Grantor agrees to execute any further instruments that may be necessary to grant the Easement to Grantee, without further consideration from Grantee.

IN WITNESS WHEREOF, the undersigned have executed this Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR

GRANTEE

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**Legal Description**

# SITE ACCESS EASEMENT

## LEGAL DESCRIPTION

### EXHIBIT "A"

A PERMANENT WELL SITE ACCESS EASEMENT, LYING IN SECTION 31, T.9 N., R.19 W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, SOUTH 89°13'08" EAST, 745.82 FEET;

THENCE NORTH 00°04'18" EAST, 136.73 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 01°14'04", A RADIUS OF 1865.00 FEET, AN ARC LENGTH OF 40.19 FEET, AND WHOSE LONG CHORD BEARS SOUTH 84°22'45";

THENCE SOUTH 01°00'25" EAST 45.41 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 26°35'16", A RADIUS OF 85.85 FEET, AN ARC LENGTH OF 39.84 FEET, AND WHOSE LONG CHORD BEARS SOUTH 39°48'19" EAST;

THENCE SOUTH 03°43'36" WEST 31.62 FEET;

THENCE NORTH 86°16'14" WEST, 41.97 FEET;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 82°29'54", A RADIUS OF 14.12 FEET, AN ARC LENGTH OF 20.33 FEET, AND WHOSE LONG CHORD BEARS NORTH 42°42'17" WEST;

THENCE NORTH 00°04'15" EAST, 13.39 FEET;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 00°18'23"; A RADIUS OF 1945.00 FEET; AN ARC LENGTH OF 10.40 FEET; AND WHOSE LONG CHORD BEARS NORTH 84°08'53" WEST; TO THE SOUTHEAST CORNER OF THE FEE WELLSITE FOR WHICH THIS ACCESS EASEMENT PROVIDES ACCESS FROM FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746);

THENCE ALONG THE EAST LINE OF SAID FEE WELLSITE, NORTH 00°35'23" EAST, 80.37 FEET. TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.12 ACRES

**Exhibit B**

**Map**

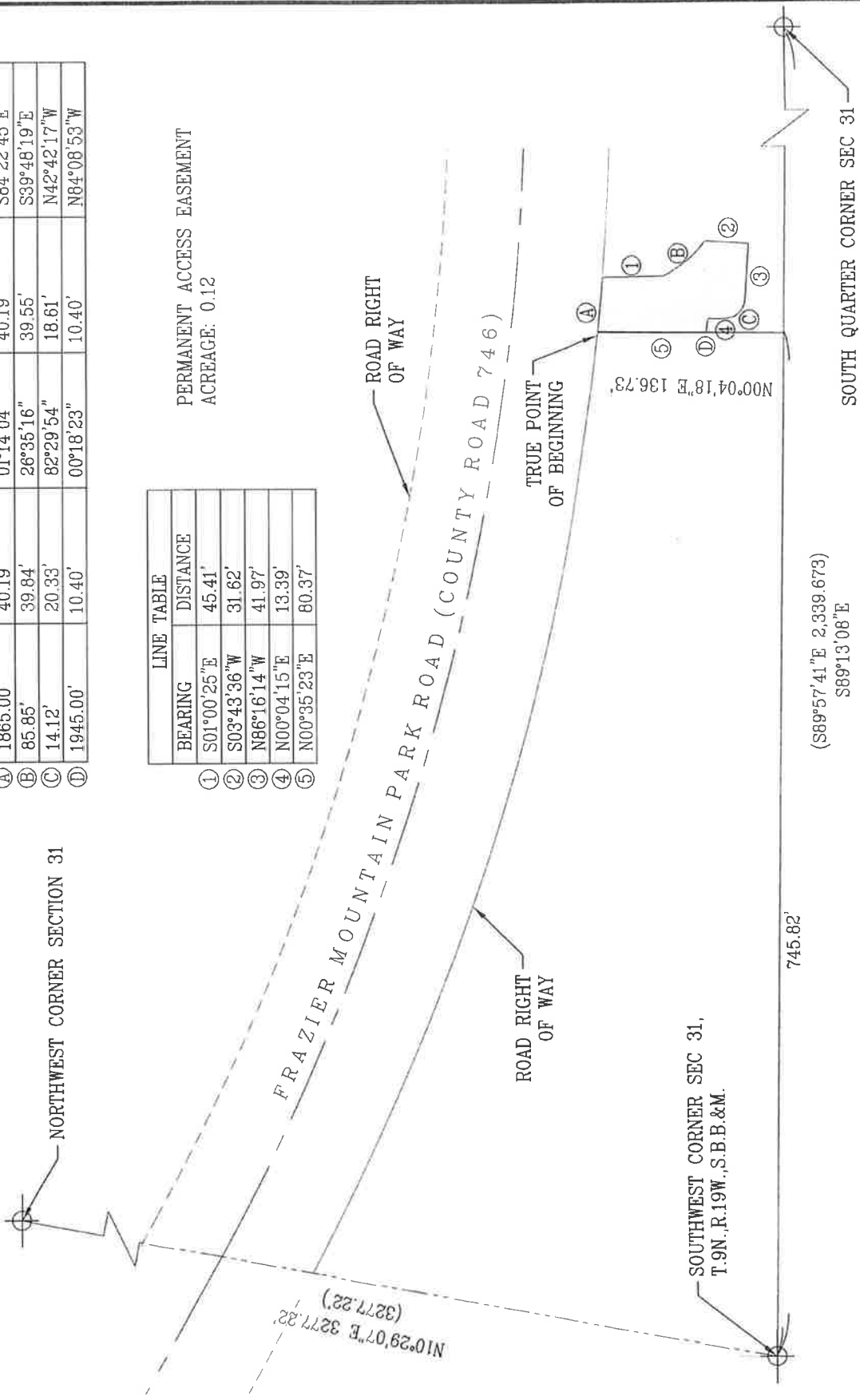


CURVE TABLE				
RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
(A) 1865.00'	40.19'	01°14'04"	40.19'	S84°22'45"E
(B) 85.85'	39.84'	26°35'16"	39.55'	S39°48'19"E
(C) 14.12'	20.33'	82°29'54"	18.61'	N42°42'17"W
(D) 1945.00'	10.40'	00°18'23"	10.40'	N84°08'53"W

NORTHWEST CORNER SECTION 31

LINE TABLE	
BEARING	DISTANCE
(1) S01°00'25"E	45.41'
(2) S03°43'36"W	31.62'
(3) N86°16'14"W	41.97'
(4) N00°04'15"E	13.39'
(5) N00°35'23"E	60.37'

PERMANENT ACCESS EASEMENT  
ACREAGE: 0.12



(S89°57'41"E 2,339.673)  
S89°13'08"E

745.82'

SOUTHWEST CORNER SEC 31,  
T.9N., R.19W., S.B.B.&M.

SOUTH QUARTER CORNER SEC 31

FRAZIER PARK PUBLIC UTILITY DISTRICT  
WELL 8 WELL SITE ACCESS EASEMENT



SCALE: 1" = 100'  
DATE: JULY 2003



DEE JASPER & ASSOCIATES, INC.  
CIVIL ENGINEERS  
1100 W. 130th St.  
Edmond, Oklahoma 73034  
Phone: 405-261-4100  
Fax: 405-261-4101



CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby accepts for public purposes the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary of the Board of Directors

RECORDING REQUESTED BY:

**FRAZIER PARK PUBLIC UTILITY  
DISTRICT, AS OFFICIAL BUSINESS**

WHEN RECORDED MAIL TO,  
AND MAIL TAX STATEMENTS TO:

**Frazier Park Public Utility District  
P.O. Box 1525  
Frazier Park, CA 93225**

Exempt from Recording Fees per Cal. Govt. Code §6103  
Exempt from Documentary Transfer Tax  
per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

\_\_\_\_\_, Declarant, of  
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP,  
Attorneys for District

**UNDERGROUND WATER PIPELINE EASEMENT AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, 2023 by FRAZIER PARK PUBLIC UTILITY DISTRICT, herein called "Grantee," and C&C ELITE PROPERTIES LLC, herein called "Grantor."

**AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement in gross (the "Easement") to construct, reconstruct, maintain, operate, enlarge, improve, relocate, remove, repair and renew at any time, and from time to time, an underground water pipeline, consisting of one or more pipelines and turnouts, and related marker posts, above-ground structures, stations, air valves, conduits, manholes, valves, meters, surge control devices, buried communication conduits and all other fixtures, devices and appurtenances connected therewith or related thereto, all of which are hereinafter collectively referred to as the "Facilities," in, under, over, along and across the parcel of real property (the "Property") located in the unincorporated area of the County of Kern, State of California, consisting of approximately 0.40 acres, and more particularly described and depicted in map and legal description attached hereto as Exhibit "A" and incorporated herein.

## TERMS

1. The Easement granted in this Agreement is an easement in gross.
2. The Facilities shall be originally constructed in substantial compliance with those certain public documents, being the plans and specifications for said construction, all of which are on file with the Grantee at the Grantee's office located at 4020 Park Drive, Frazier Park, California, and/or as shown upon the "As-Built Drawings" to be filed upon completion of said construction; PROVIDED, HOWEVER, underground facilities shall be constructed so as to have no less than three feet of earth cover.
3. Grantee shall have the right to use of the Easement for ingress to and egress from the Facilities at any time, and from time to time, without prior notice, together with the right and license to use and to make additions to such private roadways, lanes and rights-of-way, on the lands adjacent thereto, existing at any time, and from time to time, as shall be convenient and necessary for the uses and purposes of exercising the rights herein set forth. PROVIDED, HOWEVER, without limit Grantee's general access rights provided for in this Section 3, nothing contained herein shall prevent or limit the right to close a particular roadway, lane or right-of-way, by the owner thereof by termination and/or abandonment nor shall Grantee acquire any right to demand the continuance of any particular road, lane or rights-of-way. Grantee may at any time, and from time to time, install and/or use gates and any fences that are now or may hereafter be constructed on the Easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates that are installed by the Grantee shall be locked with the Grantee's locks and also, if the Grantor so desires, may be locked with Grantor's locks, in such manner that either can lock or unlock the gates. Any gates that are installed and locked by the Grantor and used by the Grantee may be locked also by the Grantee's locks so that either can lock or unlock the gates.
4. Grantee shall have the right to do all things necessary and proper to maintain three feet of earth cover over underground Facilities installed within the Easement by Grantee; PROVIDED, HOWEVER, there shall be no land leveling operations within the Easement to the extent that the ground surface elevation shall be changed more than one foot upwards or downwards from the "As Built" ground elevation, without prior written approval of Grantee. which approval shall not be unnecessarily withheld, conditioned or delayed, and, in addition to any other legal remedies for violations, Grantee or its agents shall have the right to do all things necessary and proper to maintain no more than four feet nor less than three feet of earth cover over the Facilities at the expense of the one who is responsible for said violation.
5. The Easement is subject to all existing structures, fencing, canals, irrigation ditches, laterals, pipelines, roads, lanes, highways, railroads, electrical transmission facilities and telephone and telegraph lines and to all such future uses as do not directly or indirectly interfere with or endanger the exercise of the rights of the Grantee hereunder, including but not limited to the right to use the lands subject to said Easement for agricultural purposes; PROVIDED, HOWEVER, Grantee shall have the right to clear and keep clear the Easement from explosives, buildings and structures of all kinds, facilities of a permanent nature and other things interfering, or threatening to interfere, with Grantee's use of the Easement, and Grantee shall have the permanent right of exclusive use and possession within the Easement within a distance of one foot of the outside surface of the Facilities.

6. Grantee shall restore the Easement to as near its original condition for its present uses as is consistent with the rights herein set forth and shall be responsible for the cost of the temporary relocation, reconstruction, the cost of replacing and the cost of protection work as to Facilities rightfully installed within the Easement at any time as is made necessary by the exercise of Grantee's rights hereunder, all such work to be done in such manner as to assure continuation of service of any Facilities to be relocated.

7. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents and employees from and against any and all liability, claims, actions, causes of action of demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of or connected with Grantee's exercise of its right, under this Agreement, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

8. The Easement shall at all times be deemed to be a covenant running with the subject parcel and its terms and conditions shall be enforceable by Grantee, its successors and assigns, for so long as the Well remains operational.

9. This Underground Water Pipeline Easement Agreement shall not terminate except by express written agreement to which both Grantor and Grantee, or their successors and assigns, are a party.

10. The persons executing this document each individually warrants and represents that he or she has the full power and authority to execute this document and to bind the party for which he or she is signing to the provisions hereof. Further, Grantor warrants and represents to Grantee it has the full power and authority necessary to grant the Easement to Grantee. Any right, title or interest subsequently acquired by any Grantor shall, if necessary to grant the Easement in whole or in part, pass to the Grantee. Further, Grantor agrees to execute any further instruments that may be necessary to grant the Easement to Grantee, without further consideration from Grantee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR

GRANTEE

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**Legal Description**

PERMANENT PIPELINE AND ACCESS EASEMENT  
LEGAL DESCRIPTION  
EXHIBIT "A"

A PERMANENT PIPELINE AND ACCESS EASEMENT, LYING IN SECTION 31, T.9 N., R.19 W., S.B.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE NORTH 10°29'07" EAST ALONG THE WEST LINE OF SAID SECTION 31 A DISTANCE OF 344.92 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE BEING THE SOUTH RIGHT OF WAY LINE OF FRAZIER MOUNTAIN PARK ROAD (COUNTY ROAD 746) HAVING A CENTRAL ANGLE OF 17°52'34", A RADIUS OF 1,865.00 FEET, AN ARC LENGTH OF 581.87 FEET AND WHOSE LONG CHORD BEARS SOUTH 70°35'34" EAST;

THENCE SOUTH 10°27'13" WEST, 30.00 FEET;

THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 17°35'03", A RADIUS OF 1,895.00 FEET, AN ARC LENGTH OF 581.58 FEET AND WHOSE LONG CHORD BEARS NORTH 70°44'21" WEST

THENCE NORTH 10°29'07" EAST, 31.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.40 ACRES



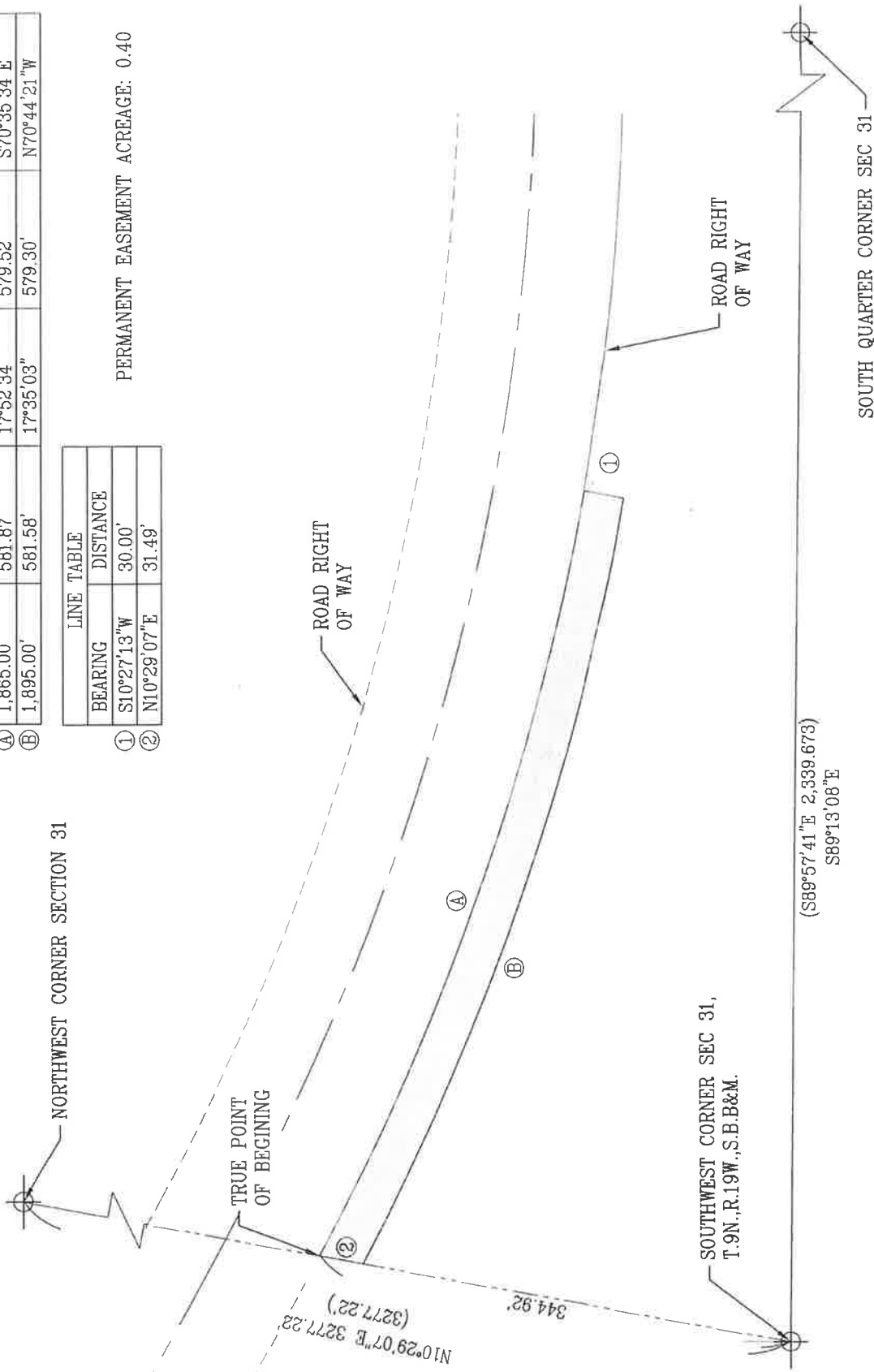
**Exhibit B**

**Map**

CURVE TABLE			
RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH
Ⓐ 1,865.00'	581.87'	17°52'34"	579.52'
Ⓑ 1,895.00'	581.58'	17°35'03"	579.30'

LINE TABLE	
BEARING	DISTANCE
① S10°27'13"W	30.00'
② N10°29'07"E	31.49'

PERMANENT EASEMENT ACREAGE: 0.40



**FRAZIER PARK PUBLIC UTILITY DISTRICT**  
**WELL 8 ACCESS AND PIPELINE EASEMENT**

SCALE 1" = 100'  
DATE: JULY 2023

DEE JASPAR & ASSOCIATES, INC.  
CIVIL ENGINEERS  
REGISTERED PROFESSIONAL ENGINEERS  
STATE OF TEXAS LICENSE NO. 10422

**ACKNOWLEDGEMENT**

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 \_\_\_\_\_)

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

\_\_\_\_\_

Notary Public

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the FRAZIER PARK PUBLIC UTILITY DISTRICT hereby accepts for public purposes the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary of the Board of Directors