

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ACCEPTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES

WHEREAS, California Government Code ("Code") Section 27281 provides that a deed or grant of any interest in or easement upon real property to a public agency such as Beaumont-Cherry Valley Water District ("District") shall not be accepted for recordation without a consent of the District evidenced by a certificate or resolution of acceptance; and

WHEREAS, Code Section 27281 further provides that the District may authorize one or more officers and agents to accept and consent to such deeds or grants; and

WHEREAS, District Policies and Procedures, Part III, Section 15 requires approval of the Board of Directors for easement acceptance via a resolution; and

WHEREAS, a permanent easement is needed for the purpose of operating, servicing, maintaining or replacing domestic water facilities within a portion of the parcel listed below; and

WHEREAS, property owner, Morongo Band of Mission Indians, proposes to execute a Grant of Easement ("Easement") in favor of the District (a copy of which is attached hereto as Attachment "A"); and

WHEREAS, the Board of Directors ("Board") of the District desires to authorize Daniel K. Jagers, General Manager of the Beaumont-Cherry Valley Water District to accept and consent to the recordation of the Easement.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Beaumont-Cherry Valley Water District finds and determines as follows:

1. That the District accepts the easement offered to it by the owners of the parcel hereinafter listed:

Riverside County Assessor's Parcel 400-020-006

NOW THEREFORE, BE IT FURTHER RESOLVED that:

2. The Secretary of the Board shall cause a copy of this Resolution certified by the Secretary of the Board of Directors to be filed for record in the office of the Recorder of the County of Riverside, State of California;
3. Daniel K. Jagers, the District's General Manager, is hereby authorized and directed to accept and consent to the recordation of the Easement on behalf of the District;
4. Daniel K. Jagers is hereby authorized to execute the Certificate of Acceptance attached to the Easement and to perform such other acts and deeds as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.
5. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 11 day of January, 2023, by the following vote :

AYES: Hoffman, Slawson, Williams

NOES:

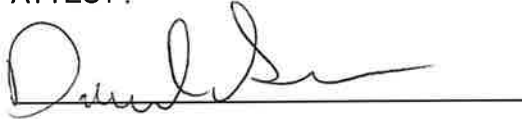
ABSTAIN:

ABSENT: Covington, Ramirez

ATTEST :



Director David Hoffman, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District



Director Daniel Slawson, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District

Attachment A: Grant of Easement Between Beaumont-Cherry Valley Water District and Morongo
Band of Mission Indians

400-020-006

No Recording Fees Required Per
Government Code Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BEAUMONT-CHERRY VALLEY WATER DISTRICT
Post Office Box 2037
Beaumont, California 92223

2023-0083787

03/23/2023 01:49 PM Fee: \$ 0.00

Page 1 of 9

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



6043

APN: 400-020-006 (Space above this line is for Recorders use) FILE:

TRA:

DTT: 0

Grant of Easement

This Grant of Easement ("Grant of Easement") is made this 24 day of January, 2023, by Morongo Band of Mission Indians, a federally recognized Tribe, (the "Grantor"), and the **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a public agency of the State of California (the "Grantee").

RECITAL

The Grantor is the owner of a parcel of land (the "Property") described as **Exhibit "A"**.

TERMS OF EASEMENT

The Grantor does hereby grant and convey unto said Grantee, its successors and assigns forever, a **25 feet in width and 72.15 feet in length, containing 0.041 acres** permanent easement, to install, repair, replace, reconstruct, and perpetually use, maintain and operate a **Potable Water Service Connection** with appurtenances, and improvements, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of Riverside, California, hereinafter referred to as the "Easement":

As described in Exhibit "B" and shown on Exhibit "C" attached hereto and made a part hereof.

Subject to matters of record, to have and to hold, the above-described Easement together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all successors and assigns, subject to matters of record, to warrant and forever defend the above described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

However, Grantor hereby represents and warrants the Grantee that there are no deeds of trust, judgement liens, mechanics liens, or other liens encumbering the Property, and that there are no other easements or rights that would interfere with the rights granted herein.

Such rights and Easement shall be covenants running with the land and be binding upon the Grantor and Grantee, their successors, assigns, and successors-in-interest.

This Grant of Easement shall carry with it the right of ingress and egress to and from the Easement at all reasonable times, with the right to use existing roads for the purpose of constructing, reconstructing, installing, operating, inspecting, repairing, and maintaining the Facilities; and the removal or

replacement of same either in whole or in part. Grantee may use such portion of the property along and adjacent to said easement, as may be reasonably necessary, in connections with the construction, reconstruction, installation, maintenance, repair, removal, or replacement of the Facilities.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor's use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor, its successors and assigns, may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20' x 20' segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with City Code requirements and trees are not located within 5 feet of the facility alignment), light poles with bases (provided that the poles and bases are not placed over the Facilities), access areas, curbs, curb cuts, roads and signage Grantor shall coordinate with Grantee regarding the specific location of light pole with bases, signage with bases, and trees within the Easement to ensure that such improvements will not interfere with Grantee's operation of its Facilities. Additionally, parking stalls cannot be placed above Facilities such as manholes and vaults.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are in accordance with jurisdictional agency(ies) and District crossing requirements and are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Permanent Easement Area, except for the collocation of District owned water lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities and infrastructure within the Permanent Easement Area.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement. The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

WITNESS the following signature and seal:

Grantor:

**Morongo Band of Mission Indians, a
federally recognized Tribe**

By: Charles Martin
Charles Martin

Chairman

Date: January 24, 2023

Grantee:

Beaumont Cherry Valley Water District

By: [Signature]
NAME

General Manager
TITLE

Date: 2/21/2023

ACKNOWLEDGMENT

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

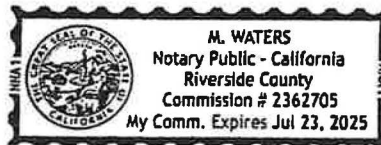
COUNTY OF RIVERSIDE

On 11/27/23 before me, M. WATERS
Notary Public, personally appeared Charles Martin
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.

Signature M. Waters



(Seal)

EXHIBIT "A"
MORONGO BAND OF MISSION INDIANS
TUKWET CANYON GOLF COURSE

PARCEL 1 AS DESCRIBED IN NOTICE OF LOT LINE ADJUSTMENT NO. 4188, RECORDED AS DOC 2000-039255, ON FEBRUARY 2, 2000, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL 1 LYING IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN SAID COUNTY.

ACKNOWLEDGMENT

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.

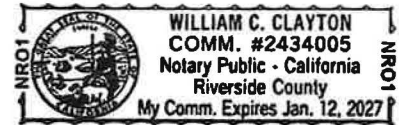
STATE OF CALIFORNIA

COUNTY OF Riverside

On February 21, 2023 before me, William C. Clayton, Notary Public,
Notary Public, personally appeared Daniel K. Jagers,
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.



Signature William C. Clayton

(Seal)

EXHIBIT "A"
MORONGO BAND OF MISSION INDIANS
TUKWET CANYON GOLF COURSE

PARCEL I AS DESCRIBED IN NOTICE OF LOT LINE ADJUSTMENT NO. 4188, RECORDED AS DOC 2000-039255, ON FEBRUARY 2, 2000, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL I LYING IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN SAID COUNTY.

EXHIBIT "B"
BEAUMONT CHERRY VALLEY WATER DISTRICT
TUKWET CANYON GOLF COURSE
EASEMENT

THAT PORTION OF PARCEL 1 AS DESCRIBED IN NOTICE OF LOT LINE ADJUSTMENT NO. 4188, RECORDED AS DOC 2000-039255, ON FEBRUARY 2, 2000, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION LYING IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN SAID COUNTY, THE CENTERLINE OF A 25-FOOT EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE WEST LINE OF SAID PARCEL 1, SOUTH 0°20'41" WEST A DISTANCE OF 44.00 FEET TO A POINT ON THE CENTERLINE OF CHAMPIONS DRIVE (88-FEET WIDE), AS DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT 241545, ON JUNE 2, 1999, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

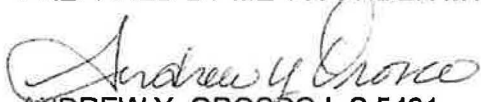
THENCE ALONG SAID CENTERLINE, SOUTH 89°39'19" EAST A DISTANCE OF 458.54 FEET;

THENCE ALONG A LINE PERPENDICULAR TO SAID CENTERLINE, SOUTH 0°20'41" WEST A DISTANCE OF 44.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CHAMPIONS DRIVE, THE TRUE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE CENTERLINE OF SAID 25-FOOT EASEMENT, (12.50-FEET BOTH SIDES) AND PERPENDICULAR LINE, SOUTH 0°20'41" WEST A DISTANCE OF 72.15 FEET, TO THE **SOUTH TERMINUS** OF THIS DESCRIBED CENTERLINE.

DESCRIBED EASEMENT CONTAINING 0.041 ACRES, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION.



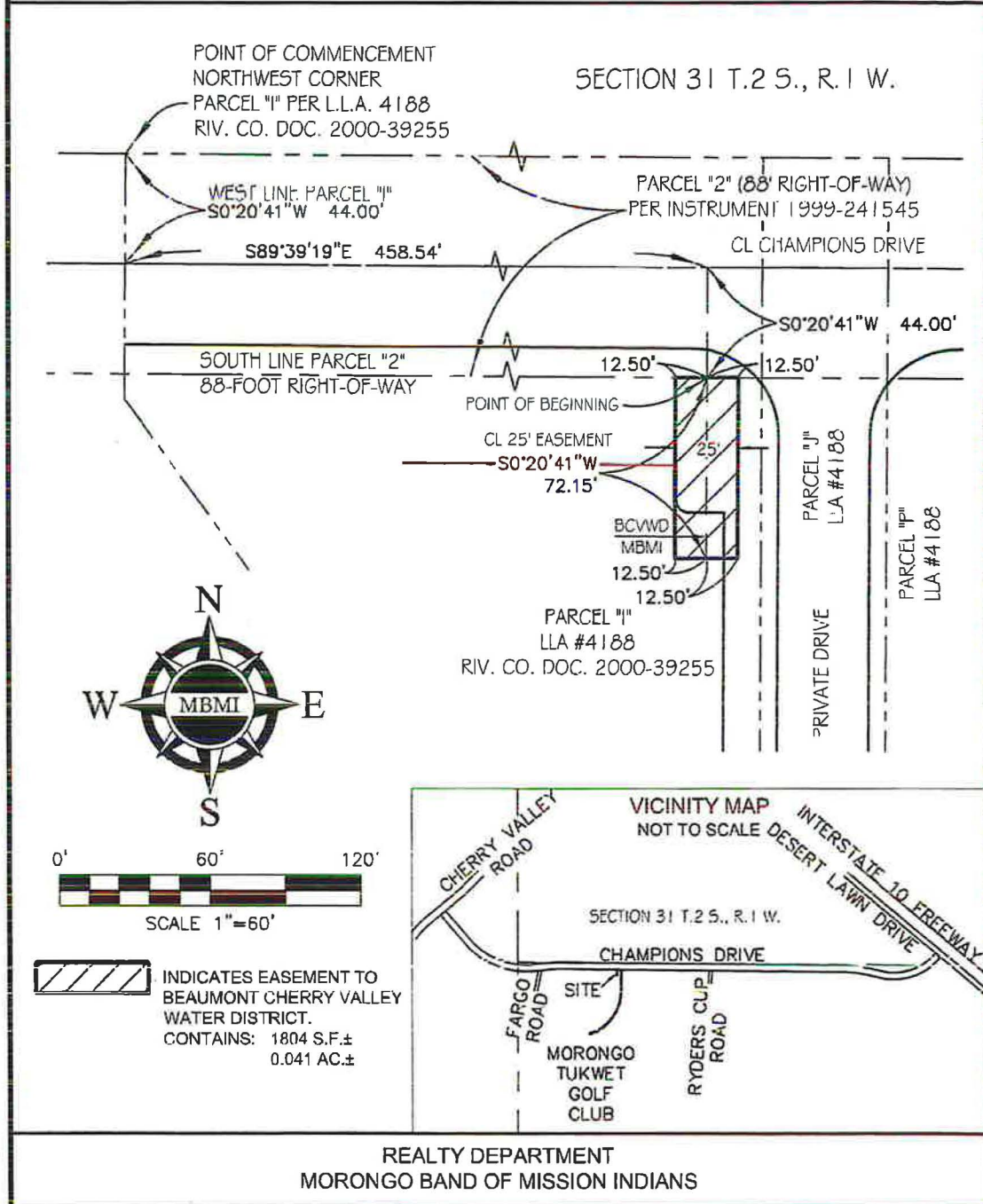
ANDREW Y. OROSCO L.S. 5491
MORONGO REALTY LAND SURVEYOR
MORONGO BAND OF MISSION INDIANS

1/03/2023
DATE



EXHIBIT "C"

BEAUMONT CHERRY VALLEY WATER DISTRICT TUKWET CANYON GOLF COURSE EASEMENT PLAT



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Grant of Easement from **Morongo Band of Mission Indians, Property Owners**, in favor of Beaumont-Cherry Valley Water District, is hereby accepted by the Beaumont-Cherry Valley Water District by Resolution 2023-3 on the date below and Grantee consents to the recordation thereof by its duly authorized officer or agent.

BEAUMONT-CHERRY VALLEY WATER DISTRICT
a public agency of the State of California

DATE: 2/21/2023

By 

Daniel K. Jagers, General Manager
of the Beaumont-Cherry Valley Water District

STATE OF CALIFORNIA

COUNTY OF Riverside

On February 21, 2023 before me, William C. Clayton, Notary Public,

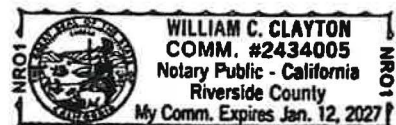
Notary Public, personally appeared Daniel K. Jagers

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.

Signature 



(Seal)