

RESOLUTION 2026-07

**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 14 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, the San Gorgonio Pass Water Agency, 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 404-010-016

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 24TH day of MARCH, 2026, by the following vote:

AYES: COVINGTON, HOFFMAN, SLAWSON, RAMIREZ, WILLIAMS

NOES:

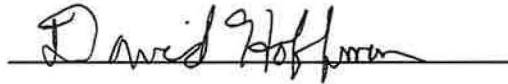
ABSTAIN:

ABSENT:

ATTEST:



Director Lona Williams, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District



Director David Hoffman, 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 San
Gorgonio Pass Water Agency

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, California 92223
Attention: Daniel K. Jagers

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Agreement is recorded at the request and for the benefit of Beaumont-Cherry Valley Water District and is entitled to be recorded without fee or tax (Govt. Code, § 27383; Rev. & Tax Code, § 11922).

GRANT OF EASEMENT
(Permanent Easement to Beaumont-Cherry Valley Water District)

APN: 404-010-016

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, San Gorgonio Pass Water Agency (“**Grantor**”) does hereby grant to Beaumont-Cherry Valley Water District (“**Grantee**”) a permanent non-exclusive easement (“**Permanent Easement**”) in, over, on, under, across, and along a portion of certain real property located in the City of Beaumont, County of Riverside, State of California, with Assessor’s Parcel Number APN 404-010-016, legally described in Exhibit “C,” attached hereto and by this reference made part hereof (the “**Property**”). The portion of the Property whereon Grantee’s Permanent Easement is located is referred to herein as the “**Easement Area**” and is legally described and depicted in Exhibits “A” and “B,” attached hereto and by this reference made a part hereof.

The Permanent Easement is for installation, access, operation, inspection, repair, replacement, maintenance, and related appurtenant activities at any time and from time to time, a water pipeline and related facilities (collectively the “**Grantee Facilities**”) within the Easement Area. The Grantee Facilities authorized under this Permanent Easement are limited to those required for provision of water service and include, but are not limited to, pipelines, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, utility control equipment, and appurtenances.

The Permanent Easement is subject to the following terms and conditions:

1. Grantee, including its officers, employees, agents and contractors, shall have the non-exclusive right of ingress and egress to and from the Easement Area for all purposes associated with servicing, maintaining, or constructing Grantee’s Facilities. Grantee’s ingress and egress rights include the right for personnel, vehicles, and construction equipment to, at any time, traverse over and along the Easement Area as well as the right to use lanes, drives, rights-of-way, and roadways within the Property which now exist or which hereinafter may be constructed.

Grantee may use and temporarily place and operate tools, equipment, machinery, and materials on the Easement Area.

2. This Permanent Easement is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses which do not directly or indirectly interfere with or endanger Grantee's exercise of the rights described herein. Grantee acknowledges that other utilities, including but not limited to electrical, communications and water, already exist within the Easement Area and Grantee shall ensure that its activities within the Easement Area do not disrupt or damage such other utilities.
3. Grantor reserves and retains the right to make any use of the Easement Area, including but not limited to surface and subsurface areas.
4. Grantor agrees that no buildings or similar structures shall be installed, constructed, erected, placed or maintained in any portion of the Easement Area. Grantor shall have the right to erect and maintain fences and gates on and around the Easement Area provided that Grantee is provided access to any such gates. Grantor shall not conduct, or permit others to conduct, activities within or proximate to the Easement Area that could result in damage to Grantee's Facilities. Such activities include, but are not limited to, grading operations, ripping, stockpiling, or the use of explosives.
5. Grantee shall have the right to clear and keep clear from the Easement Area any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area.
6. Grantee shall not install fences or gates in or around the Easement Area.
7. Grantee shall have the right of entry over the Easement Area for future construction, reconstruction, operation, repair or maintenance of Grantee's Facilities as set forth herein.
8. Except in emergencies, Grantee shall provide Grantor at least 24 hours written notice prior to engaging in any construction, maintenance, or other activities with the potential to interfere with Grantor's use of the Easement Area, and Grantee shall coordinate with Grantor to minimize any such interference.
9. Grantee shall promptly, and its sole cost and expense, repair, replace, and/or return to the same condition as existed prior to the disturbance any portion of the Easement Area that Grantee may disturb in connection with construction or maintenance of Grantee's Facilities.
10. The covenants and conditions of this Grant of Easement shall run with the land and shall be binding on the successors and assigns of Grantor and Grantee and shall inure to the benefit of Grantee and its successors and assigns.
11. Any notices relating to this Grant of Easement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as set forth below:

ADDRESS OF GRANTOR:

San Gorgonio Pass Water Agency
1210 Beaumont Ave
Beaumont, CA 92223

ADDRESS OF GRANTEE:

Beaumont-Cherry Valley Water District
560 Magnolia Ave
Beaumont, CA 92223

Either party may change its address by written notice to the other given in the manner set forth above.

12. All Exhibits attached hereto are incorporated herein and made a part hereof as if fully set forth.

Executed this ____ day of _____, 2026.

GRANTOR:
San Gorgonio Pass Water Agency

By: _____
Lance Eckhart, General Manager

Approved as to Form:

By: _____
Best Best & Krieger

GRANTEE:
Beaumont-Cherry Valley Water District

The foregoing Grant of Easement from San Gorgonio Pass Water Agency, to Beaumont-Cherry Valley Water District is hereby:

APPROVED:

By: _____
Daniel K. Jagers, General Manager

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the interest in real property conveyed by the grant dated _____ from San Gorgonio Pass Water Agency to Beaumont-Cherry Valley Water District, is hereby accepted by order of the Board on _____ and grantee consents to the recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ___ day of _____, 2026.

Beaumont-Cherry Valley Water District

By: _____

Name: _____

Title: _____

EXHIBIT "A"

EXHIBIT "A"
WATERLINE EASEMENT
LEGAL DESCRIPTION

BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SAID SECTION 34, ALSO BEING ON THE CENTERLINE OF BROOKSIDE AVENUE;

THENCE NORTH 89°57'28" EAST, ALONG SAID CENTERLINE OF BROOKSIDE AVENUE, A DISTANCE OF 147.96 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 0°02'32" EAST, A DISTANCE OF 44.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BROOKSIDE AVENUE, AS DESCRIBED BY THAT IRREVOCABLE RIGHT-OF-WAY OFFER OF DEDICATION, RECORDED FEBRUARY 7, 2013, AS DOCUMENT NO. 2013-006792, OFFICIAL RECORDS OF SAID COUNTY, FOR THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°57'28" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 0°02'32" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 64.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID BROOKSIDE AVENUE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°57'28" WEST, A DISTANCE OF 85.00 FEET;

THENCE NORTH 0°02'32" WEST, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 1700 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

03/06/2026
Date

Prepared By: MEJ
Checked By: JKA

