

RESOLUTION 2026-14

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 an Advanced Metering Infrastructure (AMI) Data Collector Station within a portion of the parcel listed below; and

WHEREAS, property owner, the Fairway Canyon Community Association, 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 413-460-060

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 28TH day of MAY, 2026, by the following vote:

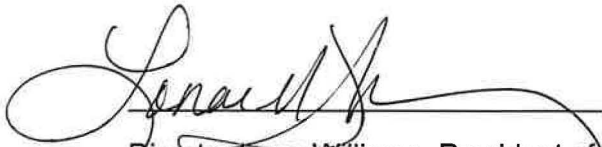
AYES: HOFFMAN, RAMIREZ, SLAWSON, WILLIAMS

NOES:

ABSTAIN:

ABSENT: COVINGTON

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 Fairway Canyon Community Association



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

4117

(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)

DTT Ø

APN: 413-460-060

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Fairway Canyon Community Association ("**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 413-460-060, 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 meter data gathering station 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 the provision, monitoring, and management of water service, including the collection, transmission, and management of water system data, and may include, but are not limited to, pipelines, markers, air valves, manholes, valves, meters, surge control devices, test stations, buried or above-ground communication devices, antennas, data collection units, solar-powered equipment, poles, mounting structures, electrical conduits and devices, control panels, enclosures, pull boxes, and all related incidents, fixtures, utility control equipment, and appurtenances necessary for operation and maintenance of the District's water system.

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. Grantor shall not use the Easement Area in any manner that interferes with the use, operation, or maintenance of the Grantee Facilities.
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. Grantee Facilities may include both above-ground and below-ground improvements.
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 have the right, but not the obligation, to install, construct, and maintain fencing, gates, or other security improvements within or around the Easement Area as reasonably necessary to protect Grantee Facilities, subject to prior written notice to Grantor and, if required by Grantor's governing documents, Grantor's reasonable approval, which shall not be unreasonably withheld, conditioned, or delayed. Any such improvements shall not unreasonably interfere with Grantor's use of the Property, and Grantee shall provide Grantor with reasonable access through any locked gates upon request. In the event of any conflict between Grantor-installed and Grantee-installed access controls, Grantee's access rights for operation and maintenance shall prevail.
7. Grantee shall have the right, from time to time, to use the Easement Area for temporary construction-related purposes, including, but not limited to, staging of equipment and materials, stockpiling, parking of construction vehicles, and placement of temporary facilities reasonably necessary for the installation, repair, replacement, or maintenance of Grantee Facilities. Such use shall be limited to the duration reasonably necessary to complete such work. Grantee shall restore any disturbed areas in accordance with Section 10 of this Agreement.
8. 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.
9. 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.
10. 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.

9. 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.
10. 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.
11. 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.
12. 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:

Fairway Canyon Community Association
 36189 Champion Drive
 Beaumont, CA 92223

ADDRESS OF GRANTEE:

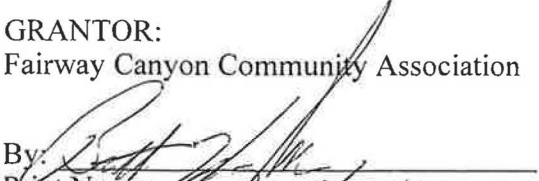
Beaumont-Cherry Valley Water District
 560 Magnolia Ave
 Beaumont, CA 92223

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

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

Executed this 18 day of May, 2026.

GRANTOR:
 Fairway Canyon Community Association

By: 
 Print Name: Robert Hedges
 Title: Secretary

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)

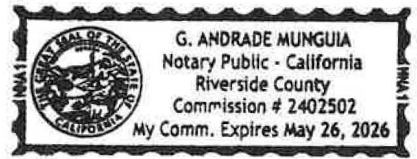
On 5/18/2026, before me, G. Andrade Munguia, Notary Public, personally appeared Brett Helges, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

G. Andrade Munguia
Signature

(Seal)



State of California)
County of Riverside)

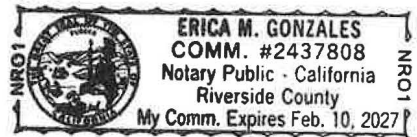
On 06/02/2026, before me, Erica Gonzales, Notary Public, personally appeared Daniel K. Jagers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Erica M. Gonzales
Signature

(Seal)





**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.rivcoacr.org

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Brett Hughes
Secretary

G. Aridraclie Munguia
Notary Public

Date: June 3, 2026

Signature: Lilian Tienda

Print Name: Lilian Tienda

GRANTEE:
Beaumont-Cherry Valley Water District

The foregoing Grant of Easement from Fairway Canyon Community Association, 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 May 18, 2026 from Fairway Canyon Community Association to Beaumont-Cherry Valley Water District, is hereby accepted by Beaumont-Cherry Valley Water District by Resolution 2026-14 on the date below and Grantee consents to the recordation thereof by its duly authorized officer or agent.

In Witness Whereof, I have hereunto set my hand this 28th day of MAY, 2026.

Beaumont-Cherry Valley Water District

By: 

Name: DANIEL K. JAGGERS

Title: GENERAL MANAGER

EXHIBIT "A"

EXHIBIT "A"

BEAUMONT CHERRY VALLEY WATER DISTRICT

PERMANENT EASEMENT

APN: 413-460-060

GRANTOR: FAIRWAY CANYON COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 8 OF PARCEL MAP NO. 32776 IN PARCEL MAP BOOK 216 PAGES 47 THROUGH 52, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND LYING NORTHWEST OF AND ADJOINING THE RIGHT-OF-WAY OF BOROS BOULEVARD IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A POINT COMMON TO SAID PARCEL 8, LOT 77 OF TRACT NO. 31462-11 IN MAP BOOK 416 PAGES 22 THROUGH 31 OF SAID COUNTY, AND THE WESTERLY RIGHT-OF-WAY OF BOROS BOULEVARD AS SHOWN ON SAID TRACT MAP, SAID POINT BEING ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 47.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°12'23" AN ARC DISTANCE OF 3.45 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 36°14'37" WEST A DISTANCE OF 20.00 FEET,

THENCE NORTH 53°45'23" EAST A DISTANCE OF 19.85 FEET;

THENCE SOUTH 36°14'37" EAST A DISTANCE OF 20.00 FEET TO SAID RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 47.00 FEET AND A RADIAL BEARING OF NORTH 24°03'11" WEST;

THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 24°22'52" AN ARC DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A": PERMANENT EASEMENT

APN: 413-460-060

CONTAINING: 383 S.F. MORE OR LESS.

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

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



ANDREW J. RIECKEN P.L.S. 9603



DATE: 4-26-2026

EXHIBIT "B"


BASIS OF BEARINGS

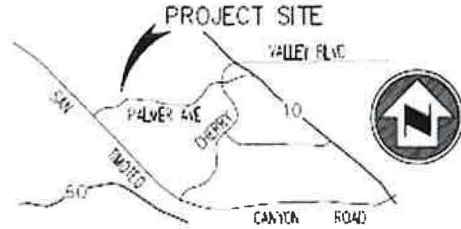
THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON PM NO. 32776 IN PMB 216/47-52, RECORDS OF RIVERSIDE COUNTY.

PROPERTY DESCRIPTION

A PORTION OF PARCEL 8 IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PM NO. 32776 IN PMB 216/47-52, RECORDS OF RIVERSIDE COUNTY.

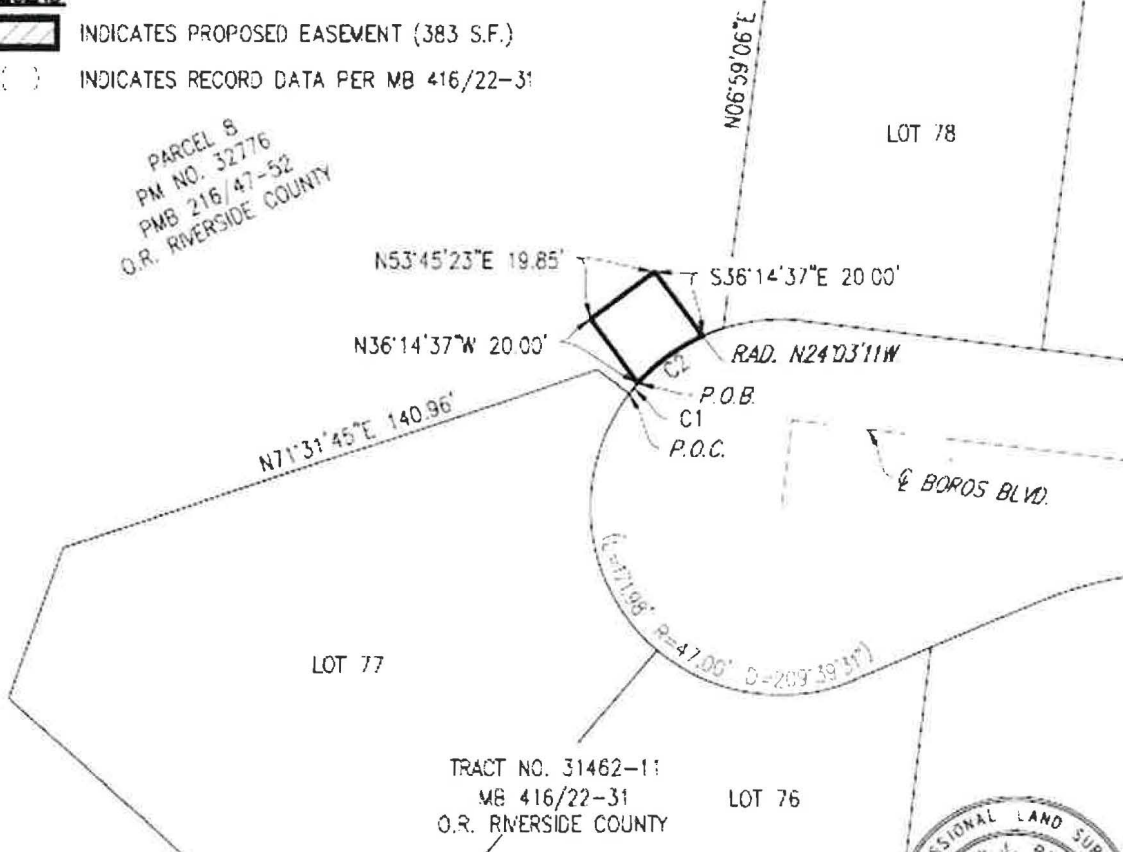
LEGEND

-  INDICATES PROPOSED EASEMENT (383 S.F.)
- () INDICATES RECORD DATA PER MB 416/22-31



VICINITY MAP

N.T.S.
SEC 26, T.2S. R.2W SBM



CURVE DATA	
C1	L= 3.45' R=47.00' D= 4°12'23"
C2	L=20.00' R=47.00' D=24°22'52"

PREPARED UNDER MY DIRECTION

Andrew J. Riecken
 ANDREW J. RIECKEN, P.L.S.
 DATE: 4-27-2026



APN: 413-460-060

CITY OF BEAUMONT RIVERSIDE COUNTY, CALIFORNIA	INST. NO.	DATE:	RA-
	APPROVALS		SCALE: 1"=40'
GRANT OF EASEMENT - PROPERTY OF: FAIRWAY CANYON COMMUNITY ASSOC.	ENGINEERING	REAL PROPERTY	C.O.
			DRAWN BY: A. RIECKEN DATE: 7/11/2025 SHT 1 OF 1

EXHIBIT "C"

The Legal Description for the Project Parcel (APN 413-460-060) is as follows:

Parcel 8 of Parcel Map No. 32776, as filed in Book 216 of Parcel Maps, Pages 47-52, Riverside County Records.