



SCV
WATER

ENGINEERING AND OPERATIONS COMMITTEE MEETING

Thursday, March 2, 2023
Meeting Begins at 5:30 PM

Members of the public may attend by the following options:

In Person

Santa Clarita Valley Water Agency
Engineering Services Section
Boardroom
26521 Summit Circle
Santa Clarita, CA 91350

By Phone

Toll Free:
1-(833)-568-8864
Webinar ID: 160 829 1942

Virtually

Please join the meeting from your
computer, tablet or smartphone:
<https://scvwa.zoomgov.com/j/1608291942>

Have a Public Comment?

Members of the public unable to attend this meeting may submit comments either in writing to eadler@scvwa.org or by mail to Elizabeth Adler, Executive Assistant, Santa Clarita Valley Water Agency, 26521 Summit Circle, Santa Clarita, CA 91350. All written comments received before 4:00 PM the day of the meeting will be distributed to the Committee members and posted on the Santa Clarita Valley Water Agency website prior to the start of the meeting. Anything received after 4:00 PM the day of the meeting will be made available at the meeting, if practicable, and will be posted on the SCV Water website the following day. All correspondence with comments, including letters or emails, will be posted in their entirety.
(Public comments take place during Item 2 of the Agenda and before each Item is considered. Please see the Agenda for details.)

This meeting will be recorded and the audio recording for all Committee meetings will be posted to yourscvwater.com within 3 business days from the date of the Committee meeting.

Disclaimer: Attendees should be aware that while the Agency is following all applicable requirements and guidelines regarding COVID-19, the Agency cannot ensure the health of anyone attending a Board meeting. Attendees should therefore use their own judgment with respect to protecting themselves from exposure to COVID-19.

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Date: February 21, 2023

To: **Engineering and Operations Committee**
William Cooper, Chair
Gary Martin
Piotr Orzechowski
Kenneth Petersen

From: Courtney Mael, Chief Engineer *CM*
Keith Abercrombie, Chief Operating Officer *KA*

The **Engineering and Operations Committee** meeting is scheduled on **Thursday, March 2, 2023 at 5:30 PM at 26521 Summit Circle, Santa Clarita, CA 91350 in the Engineering Services Section (ESS) Boardroom**. Members of the public may attend in person or virtually. To attend this meeting virtually, please see below.

IMPORTANT NOTICES

This meeting will be conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually by using the **Agency's Call-In Number 1-(833)-568-8864, Webinar ID: 160 829 1942 or Zoom Webinar by clicking on the link <https://scvwa.zoomgov.com/j/1608291942>**. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom Webinar link above. However, in the event there is a disruption of service which prevents the Agency from broadcasting the meeting to members of the public using either the call-in option or internet-based service, this meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is being provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in person.

Attendees should be aware that while the Agency is following all applicable requirements and guidelines regarding COVID-19, the Agency cannot ensure the health of anyone attending a Committee meeting. Attendees should therefore use their own judgment with respect to protecting themselves from exposure to COVID-19.

Members of the public unable to attend this meeting may submit comments either in writing to eadler@scvwa.org or by mail to Elizabeth Adler, Executive Assistant, Santa Clarita Valley Water Agency, 26521 Summit Circle, Santa Clarita, CA 91350. All written comments received before 4:00 PM the day of the meeting will be distributed to the Committee members and posted on the Santa Clarita Valley Water Agency website prior to the start of the meeting. Anything received after 4:00 PM the day of the meeting, will be made available at the meeting, if practicable, and will be posted on the SCV Water website the following day. All correspondence with comments, including letters or emails, will be posted in their entirety.

MEETING AGENDA

<u>ITEM</u>		<u>PAGE</u>
1.	<u>PLEDGE OF ALLEGIANCE</u>	
2.	<u>PUBLIC COMMENTS</u> – Members of the public may comment as to items within the subject matter jurisdiction of the Agency that are not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so at the time each item is considered. (Comments may, at the discretion of the Committee Chair, be limited to three minutes for each speaker.)	
3.	* Recommend Approval of Adopting a Resolution Authorizing SCV Water to Execute the Agreement Settling Real Property Rights Between SCV Water and Woodside 05S, LP and Required CEQA Finding	1
4.	* Recommend Approval to Contract for Removal and Replacement of One Filter Media at ESFP and RVWTP	103
5.	* Recommend Approval of the Replacement of 1,155 meters as part of the AMI Meter Replacement Program	115
6.	* Recommend Approval of Adopting a Resolution Awarding a Contract for Pump and Motor Improvements at Wells N7 and N8	127
7.	* Recommend Authorizing the General Manager to Execute a Purchase Order Amendment to Hazen and Sawyer, Inc., for Additional Engineering Services for the New T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and Disinfection Facility at the Existing Rio Vista Intake Pump Station For Which the Project is Exempt From CEQA Pursuant to CEQA Guidelines Section 15301	139
8.	* Recommend Approval of (1) Adopting a Resolution for a Construction Contract with J Vega Engineering, Inc., (2) a Purchase Order to Filippin Engineering for Construction Management and Inspection Services for the Dickason Water Line Improvements Project and (3) Finding that the Contract Agreement is Exempt from CEQA Pursuant to CEQA Guidelines Section 15282, and Alternatively, Section 15302	153
9.	* Discussion of Staffing Considerations	167
10.	* Real Property Activity Report	181
11.	* Monthly Operations and Production Report	187
12.	* Capital Improvement Projects Construction Status Report	197
13.	* Committee Planning Calendar	199

14. * General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities 203
 15. General Report on Engineering Services Section Activities
 16. Adjournment
- * Indicates Attachment
 - Indicates Handout

NOTICES:

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Elizabeth Adler, Executive Assistant, at (661) 297-1600, or in writing to Santa Clarita Valley Water Agency at 26521 Summit Circle, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Committee less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on February 23, 2023.

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COMMITTEE MEMORANDUM

DATE: February 16, 2023

TO: Engineering and Operations Committee

FROM: Courtney Mael, P.E. *CM*
Chief Engineer

SUBJECT: Recommend Approval of Adopting a Resolution Authorizing SCV Water to Execute the Agreement Settling Real Property Rights Between SCV Water and Woodside 05S, LP and Required CEQA Finding

SUMMARY

Woodside 05S, LP (“Woodside”) has entered into an agreement to purchase property (“Property”) that includes a portion of land on which SCV Water operates its Sand Canyon Pipeline Project (“Project”).

In conducting its due diligence, Woodside reviewed the recorded Amended Final Order Of Condemnation (“Final Order”) that condemned to the Castaic Lake Water Agency (“CLWA”), a predecessor-in-interest to SCV Water, its property interests in that portion of the Property on which the Project operates (“Project Property”). A map depicting the Property is attached here to as Exhibit I for review convenience.

Based on its review, Woodside has asked that the Temporary Construction Easement (“TCE”) in the Final Order be released and that SCV Water clarify that the Final Order condemned to CLWA only an easement on the Project Property and not its fee interest.

The eminent domain action was undertaken in 2006 by CLWA and its then counsel McCormick, Kidman & Behrens, LLP. Because a significant amount of time has passed since the eminent domain action and SCV Water does not have the records of CLWA relating to the eminent domain action, SCV Water was forced to obtain them from the court’s stored files.

The eminent domain records show that the recorded TCE has no self-executing termination date provision and that it is unclear whether CLWA acquired an easement on the Project Property or its fee interest.

The TCE is no longer required because the Project has been completed. It is therefore an encumbrance on title that should be released.

The most efficient way for SCV Water to resolve the ambiguity of its property interest in the Project Property is by standing on the Final Order, claiming that it condemned the fee interest in the Project Property, and granting this fee interest to Woodside in exchange for an easement permitting the continued unaltered operation of the Project.

This would be consistent with SCV Water’s general position of acquiring easements, and not fee interests, for its pipeline projects. It is also the most efficient manner of resolving the ambiguity because the Final Order cannot be unilaterally altered without a lawsuit seeking its modification

as it is a court order. The proposed Agreement Settling Real Property Rights by and between SCV Water and Woodside accomplishes the foregoing. Its execution by SCV Water should therefore be authorized.

DISCUSSION

A. Release Of The TCE

Resolution of the issues raised by Woodside requires a review of the eminent domain action. Below is the relevant recorded TCE provision of the Final Order, which is attached hereto as Exhibit A (pg. 9, Ex. B1):

CLOYD & GOLDMAN
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 40, 334 SQ. FT., MORE OR LESS.

ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

The forgoing shows the TCE does not contain a self-executing termination date provision. Because construction of the Project has been completed, the purpose of the TCE has been accomplished. It is therefore an encumbrance on title that should be released.

It bears noting that the version of the TCE attached to the Complaint in Eminent Domain ("Complaint") varies from the one in the Final Order in that the version in the Complaint did in fact contain a self-executing termination date provision: "The temporary easement shall expire of its own terms 18 months after SCV Water commences actual physical possession" The relevant portion of the TCE in the Complaint is attached hereto as Exhibit B (pg. 48). The eminent domain record is silent as to why the TCE language was changed to remove the self-executing provision. This type of ambiguity is found throughout the eminent domain action.

B. Confirmation Of Rights Acquired Through The Eminent Domain Action

Whether the CLWA acquired an easement or a fee interest through the eminent domain action is more complicated as the nature of what was actually acquired is unclear.

1. The RON Provided For An Easement Acquisition

The Resolution of Necessity ("RON") authorizing the eminent domain action, the relevant portions of which are attached hereto as Exhibit C (pgs. 5, 6 of 54), provided for the acquisition of a 40 foot wide easement:

Resolution of Necessity to Acquire Property by Eminent Domain

A Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of APNs 2805-024-001, 2805-025-061, 2805-025-062, 2805-025-063, 2805-025-064, 2836-001-034, 2840-004-009, 2840-004-010, and 2840-004-036

For An Agency Owned and Maintained

Water Pipeline Project Known as the Sand Canyon Pipeline – A Public Use

3. The property described and depicted in Exhibit A and described in Paragraph 1 above, is necessary for the project. The terms, uses and restrictions associated with the Permanent and Temporary Easements necessary for the project are designated in Exhibits B and C, respectively, and which terms are incorporated herein by this reference.

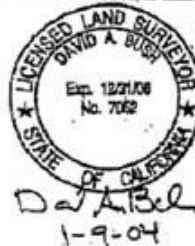
All the legal descriptions and plats for the various parcels involved in the eminent domain action attached as Exhibit A to the RON (pgs. 39, 40 of 54) also suggest the acquisition of easements, including the below relating the Project Property:

Owner: ROBERT GOLDMAN AND JANICE R. GOLDMAN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST AND WILLIAM C. CLOYD AND JEANETTE M. CLOYD, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 2/3'S INTEREST
Parcel No.: SC49 AND SC 51PE
Portion of Assessor Parcel Nos. 2840-004-009 and 2840-004-010

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



acquired an easement. This is true even if later court filings stated that a fee interest was being acquired.

Although it may be possible to argue that the property owners agreed to an expanded taking without a new RON, the eminent domain documents do not mention any such agreement and it would nonetheless run counter to *Bressi*.

2. The Stipulated Judgement Suggests A Fee Interest Was Acquired

The ambiguity of the property interest acquired by the CLWA is further evidenced by the property description in the Stipulation For Entry Of Judgment, the relevant portion of which is attached hereto as Exhibit D (pgs. 2, 3). It does not clearly state whether an easement or a fee interest was acquired, but it does mention that certain parcels were acquired, and not permanent easements over such parcels, which suggests the acquisition of a fee interest:

- (3) The provisions for compensation set forth in the attached Judgment for Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE shall be the sole compensation provided to Defendants for the taking of the properties and property rights described therein ("Subject Property"). Defendants shall have no right to make and shall not make any other claim for any compensation related to the acquisition of the Subject Property,
- (7) Defendants hereby approve of the Final Order of Condemnation in the form attached hereto as Exhibit "B". Each defendant understands and agrees that upon payment of the award to its attorney for Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE, CLWA will file a Final Order of Condemnation in the approved form with the Court for signature and entry. A certified copy of such Final Order of Condemnation will then be recorded with the County Recorder, whereupon title to the Subject Property shall vest in CLWA.

Similarly, the Judgment, the relevant portion of which is attached hereto as Exhibit E (pg.5), contains the statement that "all those real property rights and improvements thereon" were condemned:

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon payment of the sum of
17 THIRTY ONE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS there shall be condemned
18 unto CLWA all those real property rights and improvements thereon pertaining to the Subject Property
19 described as Parcel Numbers SC49PE, SC51PE, SC49TE AND SC51TE in CLWA's Complaint on
20 file herein.

This strongly implies that a fee interest was condemned because an easement cannot qualify as all property rights in the Project Property. The Judgment further suggests that actual real property parcels were acquired (Ex. E, pg. 5):

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the use for which the
27 Subject Property, described as Parcel Numbers SC49PE, SC51PE, SC49TE AND SC51TE herein, is
28 condemned, to wit, for a 48" potable water pipeline known as the Sand Canyon Pipeline (the

The Judgment also implies that compensation was paid for real properties (Ex. E, pg. 6):

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the payment of the
7 aforesaid sum of ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS is in full payment
8 and Just Compensation for the real properties, property rights and interests so taken, including, but not
9 limited to, any improvements thereon, prejudgment and post judgment interest, all improvements
10 pertaining to the realty, crops, precondemnation damages, goodwill, interest, litigation expenses,

The original Final Order Of Condemnation filed in this case, the relevant portion of which is attached hereto as Exhibit G (pgs. 2, 3), did not contain the relevant legal descriptions and plats and was therefore amended to include them as exhibits. The resulting Final Order continues the ambiguity as to what exactly was acquired, suggesting that a fee interest was to be transferred to the CLWA:

25 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
26 Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE, the real properties affected by these
27 proceedings, which properties are located in the County of Los Angeles, State of California, and
28 which are more particularly described in Exhibits "1" and "2" attached hereto and by this reference
1 made a part hereof as though set forth at length, are hereby condemned to CLWA.

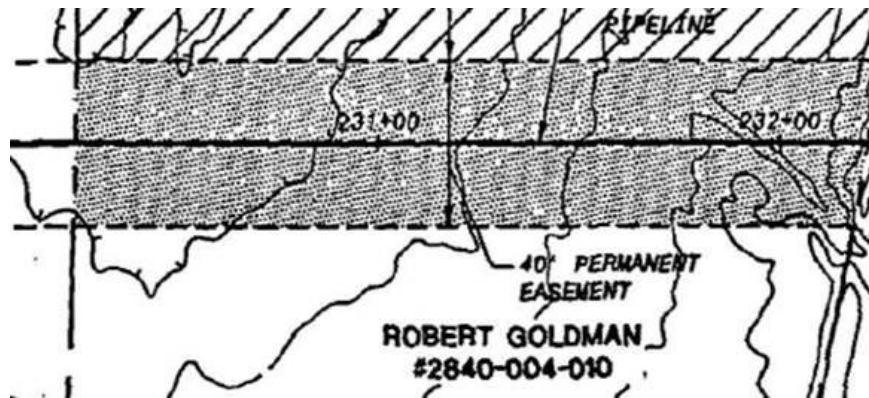
2 IT IS FURTHER ORDERED that a certified copy of this Final Order be filed for recording in
3 the Office of the Recorder of the County of Los Angeles, and upon such recordation title to the
4 properties hereinabove described as Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE shall
5 vest in CLWA.

Moreover, the legal descriptions attached as Exhibits 1 and 2 to the Final Order were changed to no longer be entitled “permanent easements” as they were in the RON and the Complaint, suggestion the acquisition of a fee interest (Ex. A, pg. 6):

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

However, the attached plat continued the ambiguity by identifying the 40 foot wide strip as an easement (Ex. A, pg. 8):



Moreover, the declaration of CLWA’s eminent domain counsel Bradley D. Pierce, of McCormick, Kidman & Behrens, LLP, submitted in support of the entry of the Judgment and the original Final Order Of Condemnation, the relevant part of which is attached hereto as Exhibit F (pg. 2), unequivocally states that the eminent domain action involved the acquisition of a subterranean easement (underline in original):

3 || 3. This case involved the acquisition of a subterranean easement and related temporary
4 || construction easements for the construction of CLWA’s Sand Canyon Pipeline.

None of the other eminent domain documents contain a similar clear statement of the property rights that were to be acquired.

Adding further to the ambiguity is the mention in the Judgment of an amended RON, which if it is existed, may have possibly expanded the taking to the acquisition of a fee interest. However, no amended RON, or amended complaint based on an amended RON, have been found. Further, an expanded property description in a potentially existing amended RON would be at odds with the above clear declaration of counsel that the eminent domain action was about the acquisition of a “subterranean easement.” The declaration was filed at the end of the action in

support of the Judgment and the original Final Order Of Condemnation, which would have post-dated any amended RON, if it existed at all. The mention of an amended RON, therefore, fails to shed any light on the nature of the property rights acquired.

Based on the foregoing, it cannot be said with certainty whether CLWA acquired an easement or a fee interest.

3. Available Options For Establishing Clear Property Rights

SCV Water has three options for establishing clear property rights as to the Project Property. First, SCV Water can stand on the Final Order and argue that CLWA did indeed acquire a fee interest. This option, however, appears to be at odds with what CLWA sought to acquire through the RON and the Complaint, the clear declaration of its eminent domain counsel, and how the property in question has been and will be used by SCV Water, as SCV Water has not consistently declared its use as being that of a fee owner. It is also at odds with the fact that SCV Water presently seeks to acquire only easements for its pipeline projects as that is all that is generally required for their construction and operation. Insisting on fee ownership, however, may result in litigation with Woodside and liability.

Second, SCV Water can file a lawsuit to modify the Judgment and the Final Order to unequivocally state whether it has acquired an easement or a fee interest. They cannot be unilaterally modified without a lawsuit because they are court orders. This also may result in litigation with Woodside and liability based on the significant time that may lapse and the modifications sought.

Third, SCV Water can stand on the Final Order, claim that it condemned the fee interest in the Project Property, and grant this fee interest to Woodside in exchange for an easement permitting the continued unaltered operation of the Project.

Because the third option would quickly clarify the right of the parties, make Woodside whole, avoid Agency liability and provide easement rights permitting the continued unaltered operation of the Project, it is the recommended option. Authority should therefore be granted for Agency execution of the proposed Agreement Settling Real Property Rights by and between SCV Water and Woodside, which is attached hereto as Exhibit H. Woodside is continuing its due diligence and the legal descriptions may be updated as a result, which may reduce, but not increase, the amount of property for which fee interest would be granted.

CEQA DETERMINATION

SCV Water finds that the Agreement, the releasing of the TCE, and the granting of the fee interest in the Project Property to Woodside, in exchange for easement rights permitting the continued unaltered operation of the Project, are exempt from environmental review under the commons sense exemption pursuant to CEQA Guidelines section 15061(b)(3), and alternatively, under the minor alterations exemption pursuant to CEQA Guidelines section 15301 because they involve a negligible or no expansion of use.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors approve adopting the attached resolution approving Agency execution of the Agreement Settling Real Property Rights and the related TCE release and Grant Deed conveying the fee interest in the Project Property to Woodside in exchange for easement rights permitting SCV Water's continued unaltered operation of the Project.

Attachments

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Exhibit A

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06 · 0997584

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CALIFORNIA
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FEE

D.T.T.

FREE YY

CODE
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CODE
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CODE
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Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

2

When recorded mail to:

06 - 0997584

MCCORMICK, KIDMAN & BEHRENS, LLP
BRADLEY D. PIERCE, ESQ.
695 Town Center Drive, Suite 400
Costa Mesa, California 92626
Telephone: 714.755.3100 Fax: 714.755.3110

FINAL ORDER OF CONDEMNATION

3

FILED
LOS ANGELES SUPERIOR COURT

APR 14 2006

JOHN A. CLARKE, CLERK
[Signature]
BY M. DE LUNA, DEPUTY

1 MCCORMICK, KIDMAN & BEHRENS, LLP
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7 Attorneys for Plaintiff
8 CASTAIC LAKE WATER AGENCY,
9 A California Water Agency

RECEIVED
APR 11 2006
DEPT. 59

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – UNLIMITED CIVIL JURISDICTION**

(No Fee Gov Code § 6103)

10 CASTAIC LAKE WATER AGENCY, A
11 California Water Agency,

12 Plaintiff,

13 vs.

14 ROBERT GOLDMAN AND JANICE R.
15 GOLDMAN, HUSBAND AND WIFE, AS
16 COMMUNITY PROPERTY; WILLIAM C.
17 CLOYD AND JEANETTE M. CLOYD,
18 TRUSTEES OF THE CLOYD FAMILY TRUST
19 DATED NOVEMBER 3, 2003; DOES 1
20 THROUGH 50, INCLUSIVE AND ALL PERSONS
21 UNKNOWN CLAIMING AN INTEREST IN THE
22 PROPERTY.

23 Defendants.

CASE NO. BC 317474

Commissioner Bruce E. Mitchell
Department D-59

**AMENDED FINAL ORDER OF
CONDEMNATION**

Trial Date: February 21, 2006
Time: 8:30 a.m.
Dept.: 59

PARCEL NOS. SC49PE, SC51PE, SC49TE
AND SC51TE
(A Portion of Assessor Parcel Nos. 2840-004-
009 and 2840-004-010)

06 0997584

23 Plaintiff CASTAIC LAKE WATER AGENCY ("CLWA") obtained a Judgment in the above-
24 entitled action adjudging that CWLA is entitled to take by condemnation certain real properties
25 described in CLWA's complaint on file herein ("Subject Property"). The Subject Property is more
26 particularly described and depicted in Exhibits "1" and "2", attached hereto and by this reference
27 made a part hereof as though set forth at length.

28 The complaint alleged that Defendants ROBERT GOLDMAN and JANICE R. GOLDMAN

1 (husband and wife), WILLIAM C. CLOYD AND JEANETTE M. CLOYD AS TRUSTEES OF THE
2 CLOYD FAMILY TRUST DATED NOVEMBER 3, 2003 ("Defendants"), Does 1 through 50, and
3 all persons unknown claiming an interest in the property owned or had an interest in the Subject
4 Property. A Stipulation for Judgment in Condemnation was entered into between CLWA and
5 Defendants and a Judgment was ordered pursuant to the Stipulation.

6 The Judgment provides that Defendants answered the complaint claiming fee ownership of the
7 property taken and no person unknown has claimed any interest in the Subject Property or the award
8 provided for in such Judgment. The Judgment provides that the amount established as just
9 compensation for the Subject Property equals the sum of ONE HUNDRED SIXTY THOUSAND
10 DOLLARS (\$160,000), and that Defendants shall have no further interest in the Subject Property or
11 property rights taken or the award herein.

12 There are no current or past liens or ad valorem taxes due the COUNTY OF LOS ANGELES
13 TAX COLLECTOR OR TREASURER and there are no other liens or assessments as to the Subject
14 Property which is the subject of this action and Judgment.

15 Possession of Subject Property transferred to CLWA on August 19, 2004.

16 Proof has been supplied to the satisfaction of the Court that CLWA has paid the award
17 specified in the Judgment to Defendants. No other defendant is entitled to any portion of the award.
18 The award is the total amount of just compensation awarded by the Court for the taking of the Subject
19 Property.

20 Such taking is for the improvement of a 48" potable water pipeline project known as the Sand
21 Canyon Pipeline Project within CLWA's jurisdiction, generally located parallel to the Santa Clara
22 River in the vicinity of Soledad Canyon Road. The pipeline is a public use and the taking of said
23 property by CLWA is necessary for a public use.


24 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
25 Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE, the real properties affected by these
26 proceedings, which properties are located in the County of Los Angeles, State of California, and
27 which are more particularly described in Exhibits "1" and "2" attached hereto and by this reference
28 made a part hereof as though set forth at length, are hereby condemned to CLWA.

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IT IS FURTHER ORDERED that a certified copy of this Final Order be filed for recording in the Office of the Recorder of the County of Los Angeles, and upon such recordation title to the properties hereinabove described as Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE shall vest in CLWA.

Dated: 4.14.06


JUDGE PRO TEM OF THE SUPERIOR COURT

06 0997584

EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

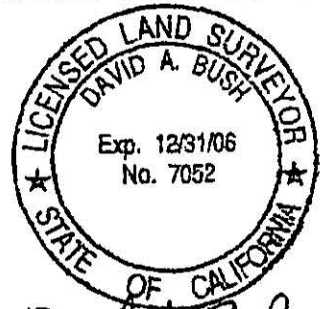
EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

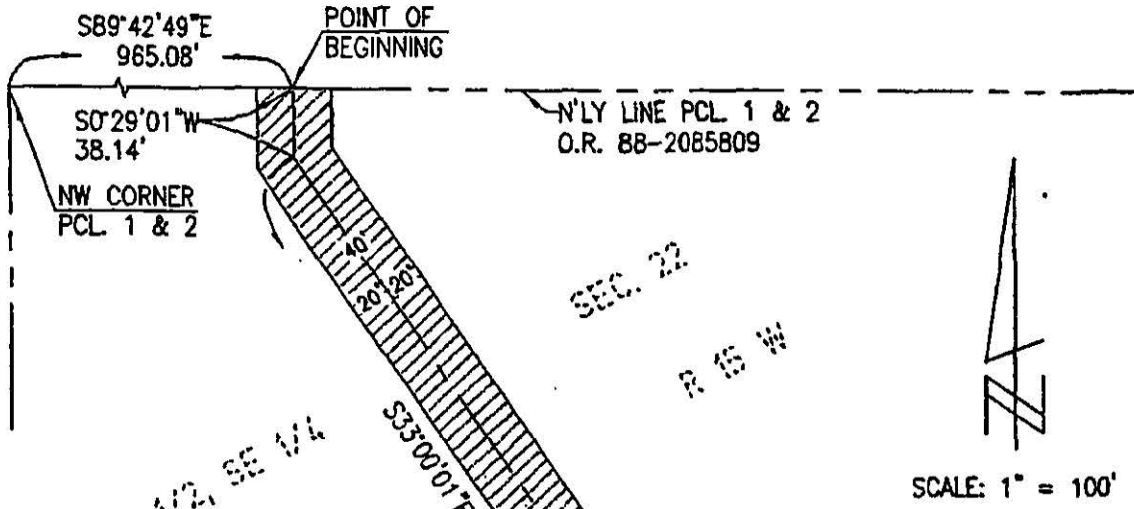


David A. Bush
1-9-04

lex

06 0997584

EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL.



NW CORNER
PCL 1 & 2

N'LY LINE PCL 1 & 2
O.R. 88-2085809

SEC. 22

R 6 W



SCALE: 1" = 100'

S 1/2, SE 1/4
T 4 N

AREA = 27,769± SQ. FT.

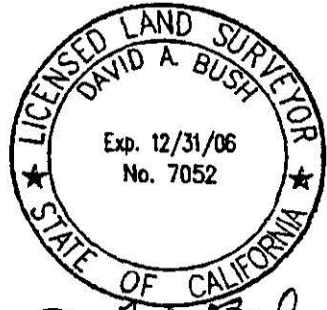
O.R. 88-2085809
S'LY LINE PCL. 1
O.R. 88-2085809

N'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962
COMPANY

SOUTHERN PACIFIC
INST. NO. 1783 O.R.
1-10-1962

S'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962

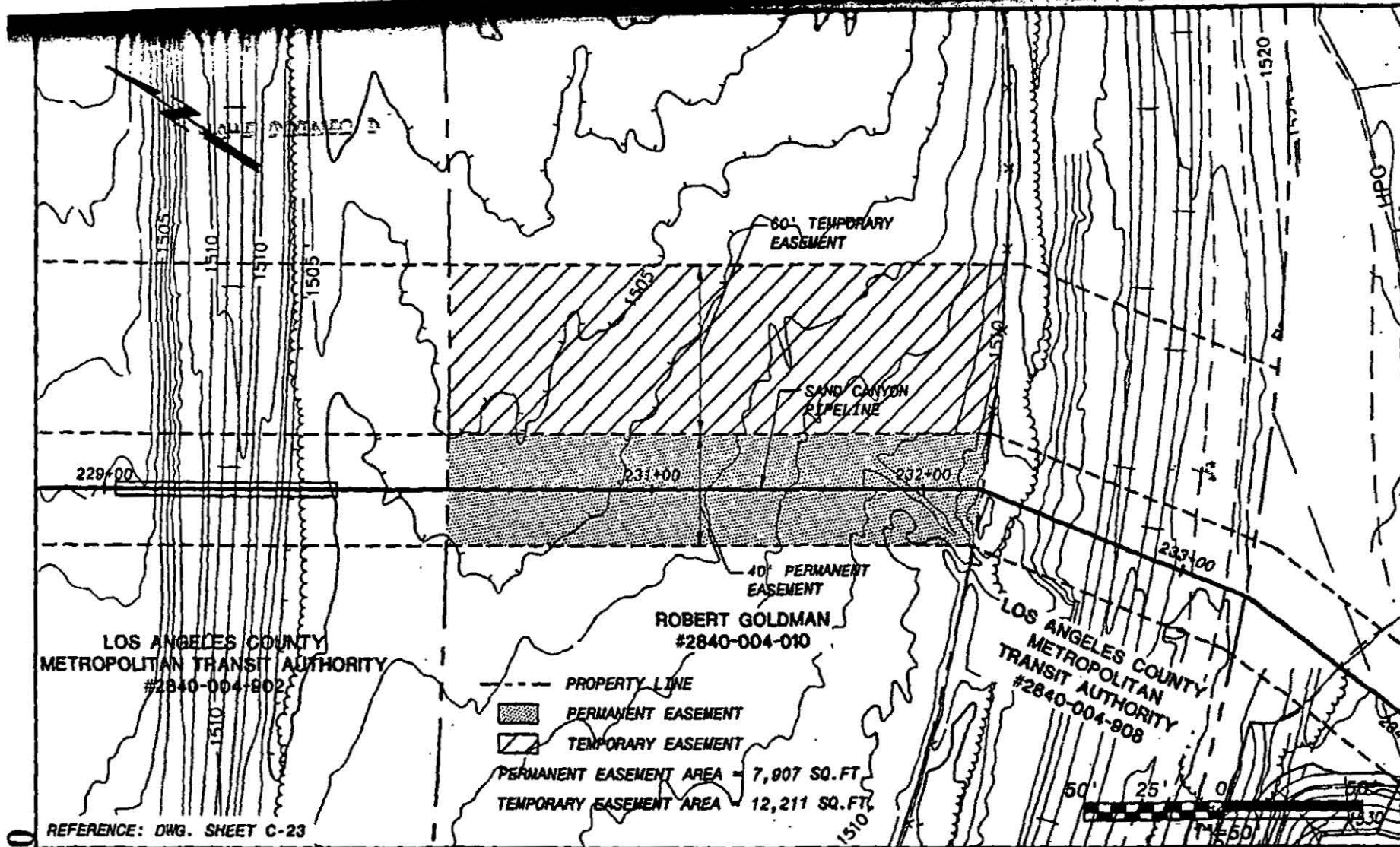
S'LY LINE PARCEL 2
O.R. 88-2085809



D. A. Bush

SCALE CORRECTED &

06 0997584



06 0997584


BLACK & VEATCH
Corporation
PROJECT
132554

**CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR**

**ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP**

**FIGURE NO.
49**

DRAWING.DWG

12/09/2003 15:04:04

9

EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

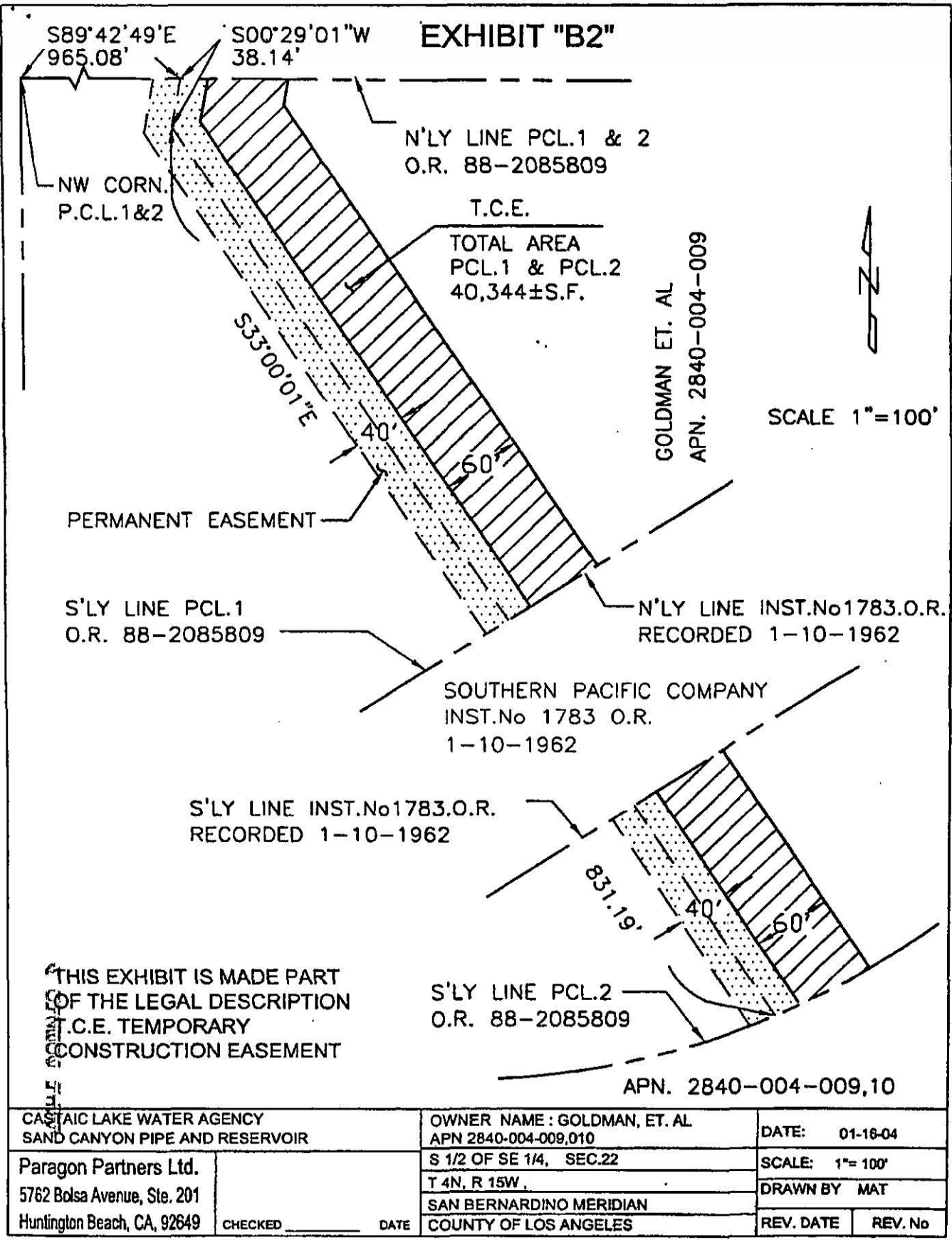
THE AREA OF THE ABOVE DESCRIBED PARCEL IS 40, 334 SQ. FT., MORE OR LESS.

ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

DATE RECORDED

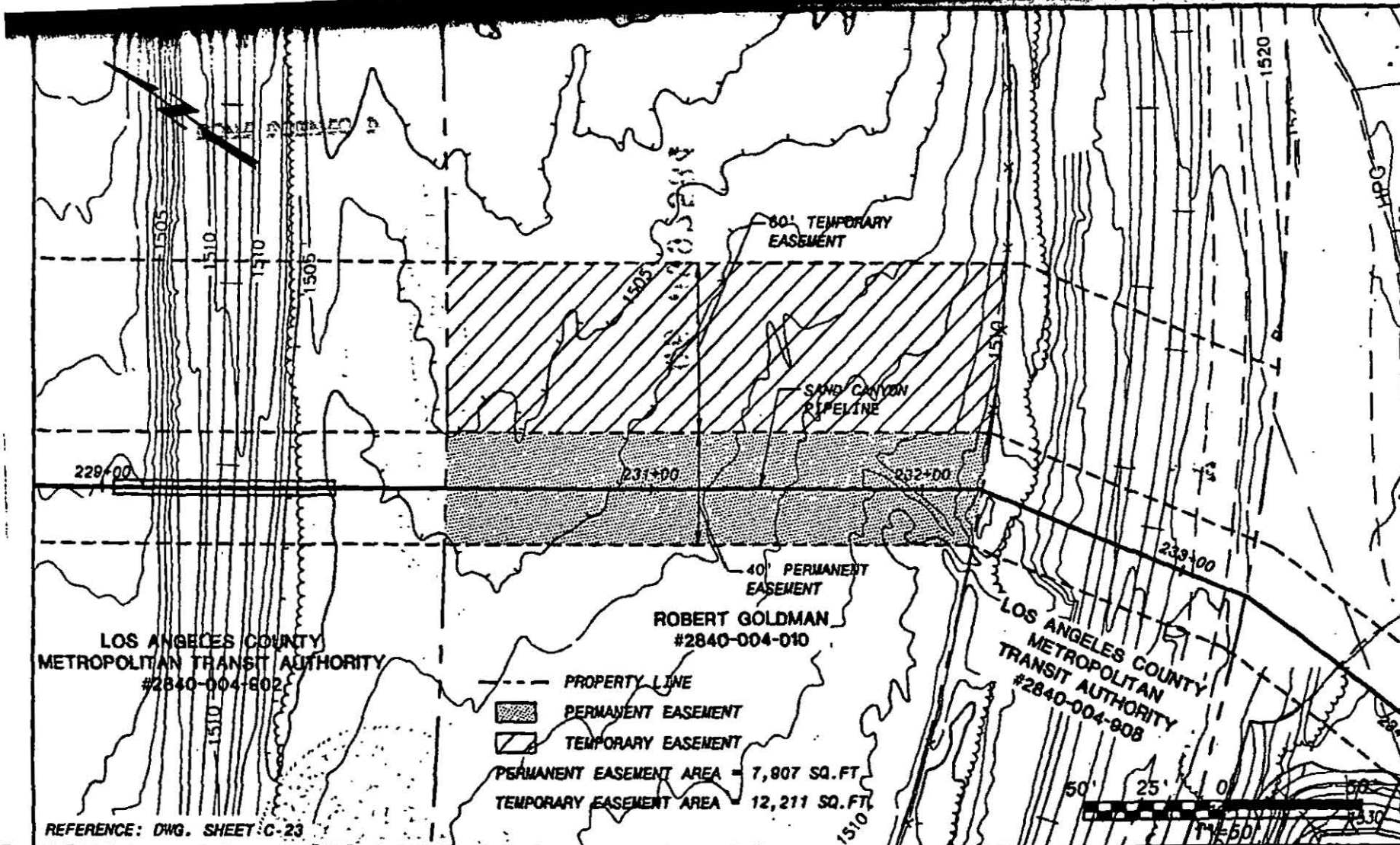
ex 2 /

06 0997584



CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010		DATE: 01-16-04	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN COUNTY OF LOS ANGELES		SCALE: 1"= 100'	
CHECKED _____	DATE _____	DRAWN BY MAT		REV. DATE	REV. No

06 0997584



LOS ANGELES COUNTY
METROPOLITAN TRANSIT AUTHORITY
#2840-004-802

ROBERT GOLDMAN
#2840-004-010

LOS ANGELES COUNTY
METROPOLITAN
TRANSIT AUTHORITY
#2840-004-808

- PROPERTY LINE
- [Hatched Box] PERMANENT EASEMENT
- [Diagonal Lines Box] TEMPORARY EASEMENT
- PERMANENT EASEMENT AREA = 7,807 SQ. FT.
- TEMPORARY EASEMENT AREA = 12,211 SQ. FT.

REFERENCE: DWG. SHEET C-23

06 0997584

BLACK & VEATCH
Corporation
PROJECT
132554

**CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR**

ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP

FIGURE NO.
49

DRAWING.DWG

12/09/2003 15:04:04

Exhibit B

NO FEE - GOVT CODE 6109
CASE ASSIGNED TO EMINENT DOMAIN DEPARTMENT 69

ORIGINAL

FILED

LOS ANGELES SUPERIOR COURT

JUN 23 2004

JOHN A. CLAY, CLERK

BY: Dennis G. Giles
D. GILES, DEPUTY

1 MCCORMICK, KIDMAN & BEHRENS, LLP
2 RUSSELL G. BEHRENS, SBN 31623
3 KEITH E. McCULLOUGH, SBN 142519
4 EDDY R. BELTRAN, SBN 200286
5 695 Town Center Drive, Suite 400
6 Costa Mesa, California 92626
7 Telephone: 714.755.3100 Fax: 714.755.3110

8 Attorneys for Plaintiff
9 CASTAIC LAKE WATER AGENCY,
10 a California Water Agency

(No Fee Gov Code § 6103)

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES - UNLIMITED CIVIL JURISDICTION

13 CASTAIC LAKE WATER AGENCY, a California
14 Water Agency,

15 Plaintiff,

16 vs.

17 ROBERT GOLDMAN AND JANICE R.
18 GOLDMAN, HUSBAND AND WIFE, AS
19 COMMUNITY PROPERTY; WILLIAM C.
20 CLOYD AND JEANETTE M. CLOYD,
21 TRUSTEES OF THE CLOYD FAMILY TRUST
22 DATED NOVEMBER 3, 2003; DOES 1
23 THROUGH 50, INCLUSIVE AND ALL PERSONS
24 UNKNOWN CLAIMING AN INTEREST IN THE
25 PROPERTY.

26 Defendants.

CASE NO. BC317474

COMPLAINT IN EMINENT DOMAIN

PARCEL NOS. SC49PE, SC51PE, SC49TE
AND SC51TE
(A Portion of Assessor Parcel Nos. 2840-004-
009 and 2840-004-010)

27 Plaintiff complains of defendants and for a cause of action alleges that:

28 1. Plaintiff, CASTAIC LAKE WATER AGENCY, a California Water Agency
("CLWA") is, and at all times herein mentioned has been, duly organized and existing under and by
virtue of California Water Code Appendix Section 103-1, et. seq., situated in the County of Los
Angeles and authorized to acquire the parcels of real property and property interests (collectively, the
"Property") described on pages 31 through 36 of Exhibit "A" to Exhibit "1" attached hereto and
incorporated herein by this reference.

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT

TERMS, CONDITIONS AND RESTRICTIONS

A temporary easement and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles, the temporary storage of pipe, equipment, and materials necessary for laying a pipeline, together with the equipment used in the digging of trenches and other earth work pertinent to said pipeline construction, the temporary storage of spoil or excavated material during the period of the laying, relaying, installing, and removing of said pipeline and related construction work, and any other operations necessary and pertinent to the construction of said pipeline, over, through and across the particularly described parcel of land. The temporary easement shall expire of its own terms 18 months after the Agency commences actual physical possession of the property subject to the Temporary Easement.

Castaic Lake Water Agency, its successors and assigns, shall comply with all applicable laws in the construction, operation and maintenance of the pipeline and appurtenances that are the subject of this easement.

11/15/2011 10:00 AM

Exhibit C

Castaic Lake Water Agency

Resolution No. 2318

Resolution of Necessity to Acquire Property by Eminent Domain

A Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of APNs 2805-024-001, 2805-025-061, 2805-025-062, 2805-025-063, 2805-025-064, 2836-001-034, 2840-004-009, 2840-004-010, and 2840-004-036 For An Agency Owned and Maintained

Water Pipeline Project Known as the Sand Canyon Pipeline – A Public Use

Whereas, the Board of Directors of the Castaic Lake Water Agency has considered the need for the Sand Canyon Pipeline Project within its jurisdictional limits; and

Whereas, the Board of Directors of the Castaic Lake Water Agency has considered the advisability of acquiring property within the Agency for the purpose of constructing the Sand Canyon Pipeline Project and has considered the limited localities within the Agency in which such a project would appropriately be located; and

Whereas, notice has been properly given as required by the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California; and

Whereas, the hearing has been regularly held and conducted in the manner provided by law at which all persons whose property is to be acquired by eminent domain have been given a reasonable opportunity to appear and be heard before the Board of Directors on the following matters:

- a. the public interest and necessity require the Sand Canyon Pipeline project and the public interest and necessity require the acquisition of certain property for that project in accord with the requirements of law;
- b. the project and acquisition are planned and located in the manner that will be most compatible with the greatest public good and least private injury;
- c. the property to be acquired is necessary for the project;
- d. the offer required by Section 7267.2 of the Government Code in the form of a written offer has been made to the owners of record; and
- e. any matters addressing a challenge to the authority of the Agency to engage in such a project and as to its right to take.

Whereas, the Board of Directors of the Castaic Lake Water Agency has previously adopted a Mitigated Negative Declaration pursuant to the terms and

requirements of the California Environmental Quality Act addressing the Sand Canyon Pipeline project as of February 27, 1999 and filed the required Notice of Determination as required by law;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CASTAIC LAKE WATER AGENCY AS FOLLOWS:

1. The public interest and necessity require the construction, operation and ownership of the Sand Canyon Pipeline project within the jurisdiction of the Agency to be located parallel to the Santa Clara River in the vicinity of Soledad Canyon Road, with the exception of the portion of the pipeline that will run perpendicular to the rest of the alignment in order to reach the designated storage reservoir site. The public interest and necessity further require the acquisition of property for the project as depicted in Exhibit A attached hereto and incorporated herein by this reference.

2. The acquisition of property and the improvements to be made are planned and located in the manner which will be most compatible with the greatest public good and least private injury.

3. The property described and depicted in Exhibit A and described in Paragraph 1 above, is necessary for the project. The terms, uses and restrictions associated with the Permanent and Temporary Easements necessary for the project are designated in Exhibits B and C, respectively, and which terms are incorporated herein by this reference.

4. The offer required by Section 7267.2 of the Government Code has been made to the owners of record.

5. The provisions of the California Environmental Quality Act regarding environmental review of the project have been complied with.

6. The law firm of McCormick, Kidman & Behrens, LLP is directed and authorized to commence a proceeding in eminent domain in the Superior Court of the State of California, and conduct such action to conclusion, to acquire the property described in Exhibit A and described in Paragraph 1 above, including obtaining any necessary order for prejudgment possession.

PASSED, APPROVED and ADOPTED this 9th day of June, 2004 by the following vote:

AYES: 10

Owner: ROBERT GOLDMAN AND JANICE R. GOLDMAN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST AND WILLIAM C. CLOYD AND JEANETTE M. CLOYD, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 2/3'S INTEREST

Parcel No.: SC49 AND SC 51PE
Portion of Assessor Parcel Nos. 2840-004-009 and 2840-004-010

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

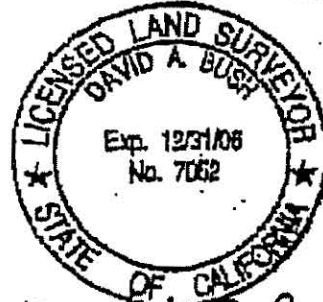
Owner: ROBERT GOLDMAN AND JANICE R. GOLDMAN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST AND WILLIAM C. CLOYD AND JEANETTE M. CLOYD, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 2/3'S INTEREST

Parcel No.: SC49 AND SC 51PE
Portion of Assessor Parcel Nos. 2840-004-009 and 2840-004-010

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT (PAGE 2)

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



D. A. Bush
1-9-04

25' 04 (WED) 10:41

EXHIBIT B

ROBERT GOLDMAN, ET. AL.

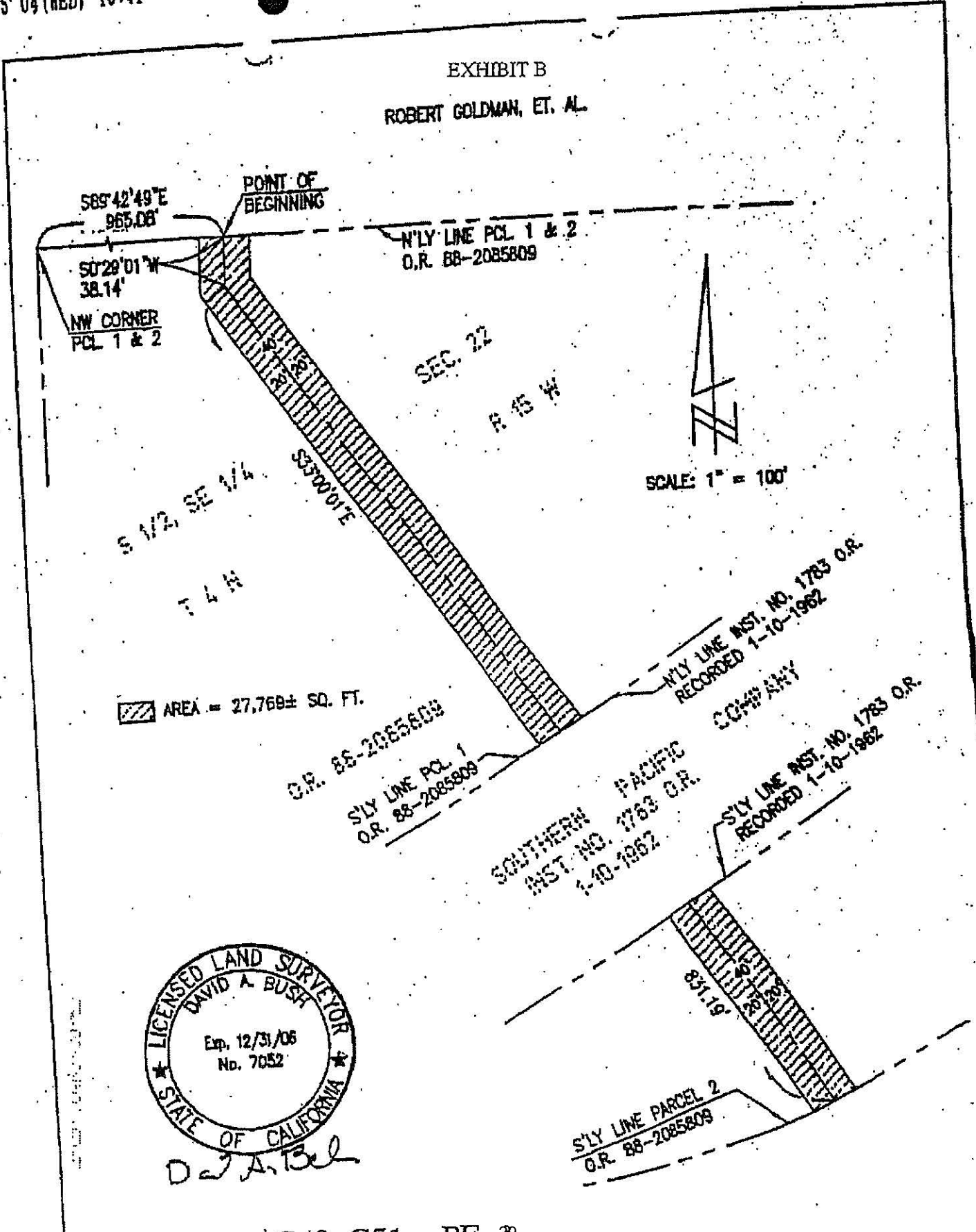


EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT

TERMS, CONDITIONS AND RESTRICTIONS

A temporary easement and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles, the temporary storage of pipe, equipment, and materials necessary for laying a pipeline, together with the equipment used in the digging of trenches and other earth work pertinent to said pipeline construction, the temporary storage of spoil or excavated material during the period of the laying, relaying, installing, and removing of said pipeline and related construction work, and any other operations necessary and pertinent to the construction of said pipeline, over, through and across the particularly described parcel of land. The temporary easement shall expire of its own terms 18 months after the Agency commences actual physical possession of the property subject to the Temporary Easement.

Castaic Lake Water Agency, its successors and assigns, shall comply with all applicable laws in the construction, operation and maintenance of the pipeline and appurtenances that are the subject of this easement.

11/15/2011 10:00 AM

Sent By: ;

213-628-2414;

Feb-22-06 5:04PM;

Page 2

Sent By: THE MCGREGOR CO.;

310 777 8799;

Feb-22-06 15:47;

Page 2

FILED

LOS ANGELES SUPERIOR COURT

MAR 03 2006

JOHN A. CLARKE, CLERK
BY M. DE LUCA, DEPUTY

*Rec'd
3/3
059*

1 MCCORMICK, KIDMAN & BEHRENS, LLP
2 RUSSELL G. BEHRENS, SBN 31623
3 BRADLEY D. PIERCE, SBN 173785
4 JENNIFER S. MARVIN, SBN 180721
5 695 Town Center Drive, Suite 400
6 Costa Mesa, California 92626
7 Telephone: 714.755.3100 Fax: 714.755.3110

8 Attorneys for Plaintiff
9 CASTAIC LAKE WATER AGENCY,
10 A California Water Agency

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES - UNLIMITED CIVIL JURISDICTION**

(No Fee Gov Code § 6103)

13 CASTAIC LAKE WATER AGENCY, A
14 California Water Agency,

Plaintiff,

vs.

15 ROBERT GOLDMAN AND JANICE R.
16 GOLDMAN, HUSBAND AND WIFE, AS
17 COMMUNITY PROPERTY; WILLIAM C.
18 CLOYD AND JEANETTE M. CLOYD,
19 TRUSTEES OF THE CLOYD FAMILY TRUST
20 DATED NOVEMBER 3, 2003; DOES 1
21 THROUGH 50, INCLUSIVE AND ALL PERSONS
22 UNKNOWN CLAIMING AN INTEREST IN THE
23 PROPERTY.

Defendants.

CASE NO. BC 317474

Commissioner Bruce E. Mitchell
Department D-59

**STIPULATION FOR JUDGMENT IN
CONDEMNATION**

Trial Date: February 21, 2006
Time: 8:30 a.m.
Dept.: S9

PARCEL NOS. SC49PE, SC51PE, SC49TE
AND SC51TE
(A Portion of Assessor Parcel Nos. 2840-004-
009 and 2840-004-010)

24 IT IS HEREBY STIPULATED BY AND BETWEEN Plaintiff CASTAIC LAKE WATER
25 AGENCY, a California Water Agency ("CLWA") and Defendants, ROBERT GOLDMAN and
26 JANICE R. GOLDMAN (husband and wife) and WILLIAM C. CLOYD AND JEANETTE M.
27 CLOYD AS TRUSTEES OF THE CLOYD FAMILY TRUST DATED NOVEMBER 3, 2003
28 ("Defendants"), as follows:

1
STIPULATION FOR JUDGMENT IN CONDEMNATION

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(1) A Judgment in Condemnation in the form and manner set forth in Exhibit "A" attached hereto, and by this reference made a part hereof as though set forth at length ("Judgment"), may be made and entered in this action.

(2) No further appearance shall be made or required by the stipulating Defendants. CLWA, acting through its attorneys, may file this Stipulation and the attached form of Judgment in the above-entitled Court *ex-parte* and request that it be signed and entered. Notice of time and place of trial are hereby waived. Requests for a Statement of Decision, Notice of Entry of Judgment in Condemnation, Notice of Application for a Final Order of Condemnation, or its entry, the right to move for an award of litigation expenses or costs, the right to seek precondemnation damages or assert that a precondemnation taking occurred, the right to make a motion for a new trial or to vacate the Judgment, and all rights to appeal from the terms and provisions of the attached Judgment are also waived.

(3) The provisions for compensation set forth in the attached Judgment for Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE shall be the sole compensation provided to Defendants for the taking of the properties and property rights described therein ("Subject Property"). Defendants shall have no right to make and shall not make any other claim for any compensation related to the acquisition of the Subject Property, severance damages, or improvements pertaining to the Subject Property, personal property, goodwill, crops, interest, litigation expenses, including attorney's fees or costs, and any and all compensable damages of every kind and nature by reason of the taking of the Subject Property beyond that awarded in the Judgment.

(4) Payment of the condemnation award for Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE set forth in the attached Judgment shall be paid to Defendants within 30 days of entry of Judgment. Defendants have already received ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED DOLLARS (\$128,300.00). CLWA shall issue a check for the remainder, THIRTY ONE THOUSAND SEVEN

1 HUNDRED DOLLARS (\$31,700.00), payable to Driscoll & Fox Client Trust Account,
 2 c/o William P. Driscoll, Esq., 201 S. Figueroa Street, Suite 370, Los Angeles, CA
 3 90012. Defendants shall provide CLWA, in exchange for such payment, a fully
 4 executed Satisfaction of Judgment (either in the form approved by the Judicial Council
 5 of California [EJ-100, revised January 1, 2005], entitled Acknowledgment of
 6 Satisfaction of Judgment or its equivalent) at the time payment is made. CLWA shall
 7 file the Acknowledgment of Satisfaction with the Court.

8 (5) Plaintiff will indemnify and hold Defendants harmless for any cause of action resulting
 9 from Plaintiff's or its agents construction or operation of the project for which the
 10 Subject Property is acquired or from Plaintiff's acquisition of the Defendants' property
 11 interest related to the project.

12 (6) The County Tax Collector is not being made a defendant herein pursuant to Code of
 13 Civil Procedure section 1250.250, and it is understood by the parties to this Stipulation
 14 that there are no other holders of liens for special assessments or bonds, as described in
 15 Code of Civil Procedure section 1250.250(b).

16 (7) Defendants hereby approve of the Final Order of Condemnation in the form attached
 17 hereto as Exhibit "B". Each defendant understands and agrees that upon payment of
 18 the award to its attorney for Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE,
 19 CLWA will file a Final Order of Condemnation in the approved form with the Court
 20 for signature and entry. A certified copy of such Final Order of Condemnation will
 21 then be recorded with the County Recorder, whereupon title to the Subject Property
 22 shall vest in CLWA.

23 DATED: 2/20, 2006

ROBERT GOLDMAN

24 By: Robert Goldman

25 DATED: 2/21, 2006

JANICE GOLDMAN

26
 27 By: Janice Goldman

28

F.D.

FILED

LOS ANGELES SUPERIOR COURT

MAR 21 2006

JOHN A. CLARKE, CLERK

BY C. WASHINGTON, DEPUTY

RECEIVED

MAR 16 2006

DEPT. 59

(No Fee Gov Code § 6103)

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - UNLIMITED CIVIL JURISDICTION

CASTAIC LAKE WATER AGENCY, a California Water Agency,

Plaintiff,

vs.

ROBERT GOLDMAN AND JANICE R. GOLDMAN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY; WILLIAM C. CLOYD AND JEANETTE M. CLOYD, TRUSTEES OF THE CLOYD FAMILY TRUST DATED NOVEMBER 3, 2003; DOES 1 THROUGH 50, INCLUSIVE AND ALL PERSONS UNKNOWN CLAIMING AN INTEREST IN THE PROPERTY.

Defendants.

CASE NO. BC 317474

Commissioner Bruce E. Mitchell
Department D-59

JUDGMENT IN CONDEMNATION

Trial Date: February 21, 2006
Time: 8:30 a.m.
Dept.: 59

PARCEL NOS. SC49PE, SC51PE, SC49TE AND SC51TE
(A Portion of Assessor Parcel No. 2840-004-009 and 2840-004-010)

IT APPEARING TO THE COURT that Plaintiff CASTAIC LAKE WATER AGENCY, a California Water Agency ("CLWA") and Defendants ROBERT GOLDMAN and JANICE R. GOLDMAN (husband and wife), WILLIAM C. CLOYD AND JEANETTE M. CLOYD AS TRUSTEES OF THE CLOYD FAMILY TRUST DATED NOVEMBER 3, 2003 ("Defendants"), have stipulated that Judgment may be entered with respect to each Defendant's interest in the real properties and property rights in Parcel Numbers SC49PE, SC51TE, SC49TE and SC51TE described in CLWA's complaint on file herein ("Subject Property").

1 IT IS ORDERED, ADJUDGED AND DECREED that the sum of ONE HUNDRED SIXTY
2 THOUSAND AND 00/100 DOLLARS (\$160,000.00), inclusive of costs, is full payment and Just
3 Compensation for the property rights and interests so taken, including, but not limited to, any
4 improvements thereon, prejudgment and post judgment interest, all improvements pertaining to the
5 realty, crops, precondemnation damages, goodwill, litigation expenses including attorney's fees and
6 costs, interest and any and all compensable damages of every kind and nature by reason of the taking
7 of the Subject Property.

8 Defendants have already received ONE HUNDRED TWENTY EIGHT THOUSAND THREE
9 HUNDRED DOLLARS (\$128,300.00). Payment of THIRTY ONE THOUSAND SEVEN
10 HUNDRED DOLLARS (\$31,700.00) shall be paid by CLWA within 30 days of this Judgment being
11 entered with CLWA making said check payable to and transmitting same by U.S. mail postage
12 prepaid, addressed to:

13 DRISCOLL & FOX client trust account
14 c/o WILLIAM P. DRISCOLL, ESQ.
15 201 South Figueroa Street, Suite 370
Los Angeles, CA 90012

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon payment of the sum of
17 THIRTY ONE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS there shall be condemned
18 unto CLWA all those real property rights and improvements thereon pertaining to the Subject Property
19 described as Parcel Numbers SC49PE, SC51PE, SC49TE AND SC51TE in CLWA's Complaint on
20 file herein.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that inasmuch as CLWA named
22 in its Complaint "all persons unknown claiming an interest in the property", and no such "persons
23 unknown" appeared claiming an interest in the properties, that no such "persons unknown" have an
24 interest in the properties or the award pursuant to Code of Civil Procedure section 1250.220(d), and
25 this Judgment shall be binding and conclusive upon all such persons.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the use for which the
27 Subject Property, described as Parcel Numbers SC49PE, SC51PE, SC49TE AND SC51TE herein, is
28 condemned, to wit, for a 48" potable water pipeline known as the Sand Canyon Pipeline (the

1 "Project") is within CLWA's jurisdiction and generally located parallel to the Santa Clara River in the
2 vicinity of Soledad Canyon Road, is authorized by law and is a public use, and that the public interest
3 and necessity require the Project; the Project is located and planned in a manner which is the most
4 compatible with the greatest public good and least private injury; and that the Subject Property is
5 necessary for the Project.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the payment of the
7 aforesaid sum of ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS is in full payment
8 and Just Compensation for the real properties, property rights and interests so taken, including, but not
9 limited to, any improvements thereon, prejudgment and post judgment interest, all improvements
10 pertaining to the realty, crops, precondemnation damages, goodwill, interest, litigation expenses,
11 including attorney's fees and costs and any and all compensable damages of every kind and nature by
12 reason of the taking of the Subject Property, suffered or to be suffered by Defendants.

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
14 Procedure section 1250.250, CLWA was not required to and did not make the COUNTY OF LOS
15 ANGELES TAX COLLECTOR OR TREASURER, or any other taxing agency as to current ad
16 valorem taxes, a party to this action. Further, that the COUNTY OF LOS ANGELES TAX
17 COLLECTOR has filed a certification with this Court in response to an Order of the Court under Code
18 of Civil Procedure section 1250.250, certifying that no current or past liens or ad valorem taxes are
19 due as to the Subject Property and that there are no other liens or assessments due as to the Subject
20 Property. To the extent any tax refund is owing to any Defendant, such Defendant shall collect any
21 refund owing directly from the LOS ANGELES COUNTY TAX COLLECTOR. CLWA's title to the
22 Subject Property shall be free of all liens for ad valorem taxes and CLWA shall have no liability to
23 pay future taxes on the Subject Property.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the payment of the
25 compensation set forth in this Judgment includes an amount representing the fair market value of the
26 Subject Property and property rights taken and provides just compensation to the Defendants therefor.
27 The amount of compensation includes amounts for any improvements pertaining to the Subject
28 Property and additional compensation for prejudgment and post judgment interest, crops, severance

FILED
LOS ANGELES SUPERIOR COURT

MAR 16 2006

JOHN A. CLARKE, CLERK
BY *M. De Luna*
M. DE LUNA, DEPUTY

1 MCCORMICK, KIDMAN & BEHRENS, LLP
2 RUSSELL G. BEHRENS, SBN 31623
3 BRADLEY D. PIERCE, SBN 173785
4 JENNIFER S. MARVIN, SBN 180721
5 695 Town Center Drive, Suite 400
6 Costa Mesa, California 92626
7 Telephone: 714.755.3100 Fax: 714.755.3110

8 Attorneys for Plaintiff
9 CASTAIC LAKE WATER AGENCY,
10 A California Water Agency

11
12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – UNLIMITED CIVIL JURISDICTION**

(No Fee Gov Code § 6103)

14 CASTAIC LAKE WATER AGENCY, A
15 California Water Agency,

16 Plaintiff,

17 vs.

18 ROBERT GOLDMAN AND JANICE R.
19 GOLDMAN, HUSBAND AND WIFE, AS
20 COMMUNITY PROPERTY; WILLIAM C.
21 CLOYD AND JEANETTE M. CLOYD,
22 TRUSTEES OF THE CLOYD FAMILY TRUST
23 DATED NOVEMBER 3, 2003; DOES 1
24 THROUGH 50, INCLUSIVE AND ALL PERSONS
25 UNKNOWN CLAIMING AN INTEREST IN THE
26 PROPERTY.

27 Defendants.

CASE NO. BC 317474

Commissioner Bruce E. Mitchell
Department D-59

**DECLARATION OF BRADLEY D.
PIERCE IN SUPPORT OF ENTRY OF
JUDGMENT AND FINAL ORDER IN
CONDEMNATION**

PARCEL NOS. SC49PE, SC51PE, SC49TE
AND SC51TE
(A Portion of Assessor Parcel Nos. 2840-004-
009 and 2840-004-010)

I, Bradley D. Pierce, declare:

1. I am an attorney at law duly licensed to practice before all the courts in the State of California and am a partner at the Law Firm of McCormick, Kidman & Behrens, LLP, counsel of record for Plaintiff, Castaic Lake Water Agency.

2. I make this Declaration in Support of Entry of the Stipulated Judgment submitted by

1 the parties and entry of a Final Order in Condemnation. I have personal knowledge of the following
2 facts and if called as a witness I could and would competently testify thereto.

3 3. This case involved the acquisition of a subterranean easement and related temporary
4 construction easements for the construction of CLWA's Sand Canyon Pipeline.

5 4. The only owners of the Subject Property were Robert Goldman, Janice Goldman, and
6 William C. Cloyd and Jeanette Cloyd, as Trustees of the Cloyd Family Trust. The County of Los
7 Angeles was not named as a defendant in this action and pursuant to a tax certification filed by the
8 County, no taxes are owed on the Subject Property.

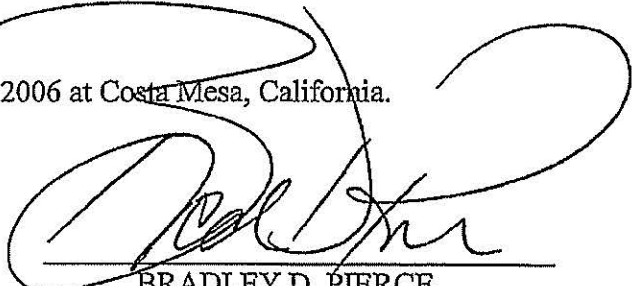
9 5. As demonstrated by the Stipulation, the parties agreed that just compensation for the
10 Subject Property is \$160,000. The Defendants have been paid the full just compensation amount for
11 the Subject Property (\$128,300 deposited with the State Treasurer on June 16, 2004 and \$31,700.00
12 by CLWA check on February 23, 2006). Counsel for the Goldmans and Cloyds, Mark Fox, executed
13 an Acknowledgment of Satisfaction of Judgment on February 22, 2006 acknowledging that the
14 Judgment has been satisfied in full. A copy of this Acknowledgment of Satisfaction of Judgment is
15 attached hereto.

16 6. The County of Los Angeles Tax Collector was not made a defendant herein pursuant to
17 Code of Civil Procedure section 1250.250(a) and it is understood and agreed by defendants and
18 plaintiff that there are no holders of liens for special assessments or bonds described in Code of Civil
19 Procedure section 1250.250(b).

20 7. The parties have stipulated to Entry of judgment as well as the Final Order.

21 I declare under the penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed this 14th day of March, 2006 at Costa Mesa, California.

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27 BRADLEY D. PIERCE

F.O.

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FILED
LOS ANGELES SUPERIOR COURT

MAR 21 2006

RECEIVED

MAR 16 2006

JOHN A. CLARKE, CLERK

BY C. WASHINGTON, DEPUTY

DEPT. 59

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – UNLIMITED CIVIL JURISDICTION

(No Fee Gov Code § 6103)

CASTAIC LAKE WATER AGENCY, A
California Water Agency,

Plaintiff,

vs.

ROBERT GOLDMAN AND JANICE R.
GOLDMAN, HUSBAND AND WIFE, AS
COMMUNITY PROPERTY; WILLIAM C.
CLOYD AND JEANETTE M. CLOYD,
TRUSTEES OF THE CLOYD FAMILY TRUST
DATED NOVEMBER 3, 2003; DOES 1
THROUGH 50, INCLUSIVE AND ALL PERSONS
UNKNOWN CLAIMING AN INTEREST IN THE
PROPERTY.

Defendants.

CASE NO. BC 317474

Commissioner Bruce E. Mitchell
Department D-59

FINAL ORDER OF CONDEMNATION

Trial Date: February 21, 2006
Time: 8:30 a.m.
Dept.: 59

PARCEL NOS. SC49PE, SC51PE, SC49TE
AND SC51TE
(A Portion of Assessor Parcel Nos. 2840-004-
009 and 2840-004-010)

Plaintiff CASTAIC LAKE WATER AGENCY ("CLWA") obtained a Judgment in the above-entitled action adjudging that CWLA is entitled to take by condemnation certain real properties described in CLWA's complaint on file herein ("Subject Property"). The Subject Property is more particularly described and depicted in Exhibits "1" and "2", attached hereto and by this reference made a part hereof as though set forth at length.

1 The complaint alleged that Defendants ROBERT GOLDMAN and JANICE R. GOLDMAN
2 (husband and wife), WILLIAM C. CLOYD AND JEANETTE M. CLOYD AS TRUSTEES OF THE
3 CLOYD FAMILY TRUST DATED NOVEMBER 3, 2003 ("Defendants"), Does 1 through 50, and
4 all persons unknown claiming an interest in the property owned or had an interest in the Subject
5 Property. A Stipulation for Judgment in Condemnation was entered into between CLWA and
6 Defendants and a Judgment was ordered pursuant to the Stipulation.

7 The Judgment provides that Defendants answered the complaint claiming fee ownership of the
8 property taken and no person unknown has claimed any interest in the Subject Property or the award
9 provided for in such Judgment. The Judgment provides that the amount established as just
10 compensation for the Subject Property equals the sum of ONE HUNDRED SIXTY THOUSAND
11 DOLLARS (\$160,000), and that Defendants shall have no further interest in the Subject Property or
12 property rights taken or the award herein.

13 There are no current or past liens or ad valorem taxes due the COUNTY OF LOS ANGELES
14 TAX COLLECTOR OR TREASURER and there are no other liens or assessments as to the Subject
15 Property which is the subject of this action and Judgment.

16 Possession of Subject Property transferred to CLWA on August 19, 2004.

17 Proof has been supplied to the satisfaction of the Court that CLWA has paid the award
18 specified in the Judgment to Defendants. No other defendant is entitled to any portion of the award.
19 The award is the total amount of just compensation awarded by the Court for the taking of the Subject
20 Property.

21 Such taking is for the improvement of a 48" potable water pipeline project known as the Sand
22 Canyon Pipeline Project within CLWA's jurisdiction, generally located parallel to the Santa Clara
23 River in the vicinity of Soledad Canyon Road. The pipeline is a public use and the taking of said
24 property by CLWA is necessary for a public use.

25 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
26 Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE, the real properties affected by these
27 proceedings, which properties are located in the County of Los Angeles, State of California, and
28 which are more particularly described in Exhibits "1" and "2" attached hereto and by this reference

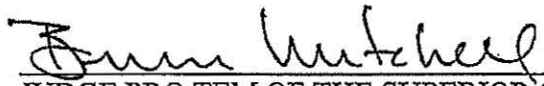
1 made a part hereof as though set forth at length, are hereby condemned to CLWA.

2 IT IS FURTHER ORDERED that a certified copy of this Final Order be filed for recording in
3 the Office of the Recorder of the County of Los Angeles, and upon such recordation title to the
4 properties hereinabove described as Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE shall
5 vest in CLWA.

6

7 Dated: 3-21-06

8


9 JAMES MITCHELL
10 JUDGE PRO TEM OF THE SUPERIOR COURT

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Exhibit H

AGREEMENT SETTLING REAL PROPERTY RIGHTS

This Agreement Settling Real Property Rights (“Agreement”) is made and entered into and effective this _____ day of _____, 2023, by and between Santa Clarita Valley Water Agency (“Agency”) and Woodside 05S, LP (“Woodside”), each individually may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Agency is the successor in interest to the Castaic Lake Water Agency (“Castaic Agency”).

WHEREAS, the Castaic Agency filed an eminent domain action (“Action”) on June 23, 2004 seeking to acquire real property interests in a portion of that real property commonly known as Assessor Parcel Nos. 2840-004-009 and 2840-004-010 (“Property”) for the construction, operation and maintenance of a water pipeline project known as the Sand Canyon Pipeline Project (“Project”).

WHEREAS, the Court in the Action issued a Final Order of Condemnation on March 21, 2006 and an Amended Final Order of Condemnation on April 14, 2006, which condemned property rights in the Property to the Castaic Agency. The Amended Final Order of Condemnation was recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder’s Office, Los Angeles County.

WHEREAS, the Castaic Agency acquired through the Action a temporary construction easement (“TCE”) on the Property for the construction of the Project. The TCE was recorded as Exhibit “B1” to the recorded Amended Final Order of Condemnation.

WHEREAS, Woodside has entered into a purchase agreement that includes the portions of Assessor Parcel Nos. 2840-004-009 and 2840-004-010 that were not part of the Action, the Final Order of Condemnation or the Amended Final Order of Condemnation (“Remainder Property”).

WHEREAS, a dispute has arisen between the Agency and Woodside as to the property rights relating to the Property acquired by the Castaic Agency through the Action for the construction, operation and maintenance of the Project.

WHEREAS, the Agency and Woodside desire to enter into this Agreement to settle and establish the property rights and obligations of each of the Parties relating to the Property and to ensure the operation and maintenance of the Project and the health and well-being of the general public.

NOW, THEREFORE, the Agency and Woodside agree as follows:

1. Grant of Fee Interest. Upon presentation to the Agency of a recorded Grant Deed demonstrating Woodside’s acquisition of the Remainder Property, the Agency shall promptly grant to Woodside all property rights to the Property obtained by the Castaic Agency through the

Action by delivering to Woodside a Grant Deed in the form attached hereto as Exhibit 1, which shall be executed concurrently herewith.

2. Grant of Easement. Upon presentation of the Gant Deed executed by the Agency, Woodside agrees to grant to the Agency an easement (“Easement”) for the continued operation and maintenance of the Project by delivering to the Agency a Grant of Easement in the form attached hereto as Exhibit 2, which shall be executed concurrently herewith.

3. Temporary Construction Easement. Because construction of the Project has been completed, the Agency shall release the TCE by delivering to Woodside a Release of Temporary Construction Easement in the form attached hereto as Exhibit 3, which shall be executed concurrently herewith.

4. Disclaimer of Warranties; “AS IS” Conveyance. Woodside acknowledges that it has had an opportunity to conduct its due diligence investigation of the Property and will accept conveyance of the Property in its current condition based thereon. Woodside acknowledges and agrees that the Property is to be conveyed by the Agency to Woodside “as is, with all faults,” and subject to the Easement and the Project, and substantially in its current condition. Woodside further acknowledges and agrees that the conveyance of the Property is made without any warranty or representation of any kind by the Agency, either express or implied or arising by operation of law, and the Agency shall have no liability with respect to the nature, value, uses, habitability, merchantability, suitability, condition, design, operation, rents, financial condition or prospects, fitness for purpose or use, or the manner, construction, condition or state of repair or lack of repair of the improvements of the Property (or any part thereof), or any other aspect, portion or component of the Property whatsoever, it being specifically understood and agreed that Woodside had full opportunity, during the due diligence investigation, to determine for itself the condition of the Property and the Project.

Woodside’s Initials: _____

5. No Admission of Lesser Property Interest. The Parties agree that nothing herein, including the conveyance of the Property to Woodside by the Agency through the aforementioned Grant Deed, shall be deemed to constitute an admission as to the type and nature of the property rights relating to the Property that were acquired by the Castaic Agency through the Action.

6. Settlement of All Claims. By executing this Agreement, Woodside on its behalf and on behalf of its affiliates, beneficiaries, heirs, executors, administrators, successors and assigns hereby expressly and unconditionally waives and releases the Agency and its successors, agents, representatives (including attorneys) and all other affiliated persons and associations, known or unknown, from any claims, damages, costs, taxes, loss, expenses, attorney’s fees, or indemnity obligations relating to the Action, the Property, the TCE, the construction, operation and maintenance of the Project, the Agency’s use of the Property, and Woodside’s acquisition of the Remainder Property. It being understood that this is a complete and full settlement of all claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the foregoing. Woodside acknowledges that it is aware of the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The addresses for notice are:

WOODSIDE:

Attn.: _____

Phone: _____

Email: _____

AGENCY:

SANTA CLARITA VALLEY WATER AGENCY

Attn.: Matthew G. Stone, General Manager

27234 Bouquet Canyon Rd.

Santa Clarita, CA 91350

E-Mail: mstone@scvwa.org

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

8. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement and understanding between the Agency and Woodside concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by the Agency or Woodside concerning the Property or the other matters which are the subject of this Agreement.

9. Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

10. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11. Commissions, Indemnity, Disclosure. Woodside shall be responsible for any broker, real estate agent or listing commission associated with the conveyance of the Property pursuant to this Agreement. Woodside hereby indemnifies and agrees to protect, defend and hold harmless the Agency from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage, real estate agent, or listing commission, fees and costs or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party.

12. Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. The Agency and Woodside intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

13. Recordation of Documents. The Parties hereby agree to cooperate in good faith to achieve the recordation of the Grant Deed, the Release of Temporary Construction Easement, and the Grant of Easement referenced herein, including the re-execution of the aforementioned documents in a form that satisfies the recordation requirements of the Recorder's Office, Los Angeles County.

14. Venue. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. Authority. The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

16. Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of the Parties.

17. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

18. Joint Preparation: This Agreement shall be deemed to have been prepared jointly by the Parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

19. Representation by Counsel. The Parties represent and warrant to each other that they have been represented by counsel with respect to this Agreement and all matters covered by and relating to it, that they have been fully advised by such counsel with respect to their rights and with respect to the execution of this Agreement, that they fully understand such rights, and that such counsel are authorized and directed to take all action necessary to effect the purposes of this Agreement.

WOODSIDE HOMES

SANTA CLARITA VALLEY WATER
AGENCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

9

EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

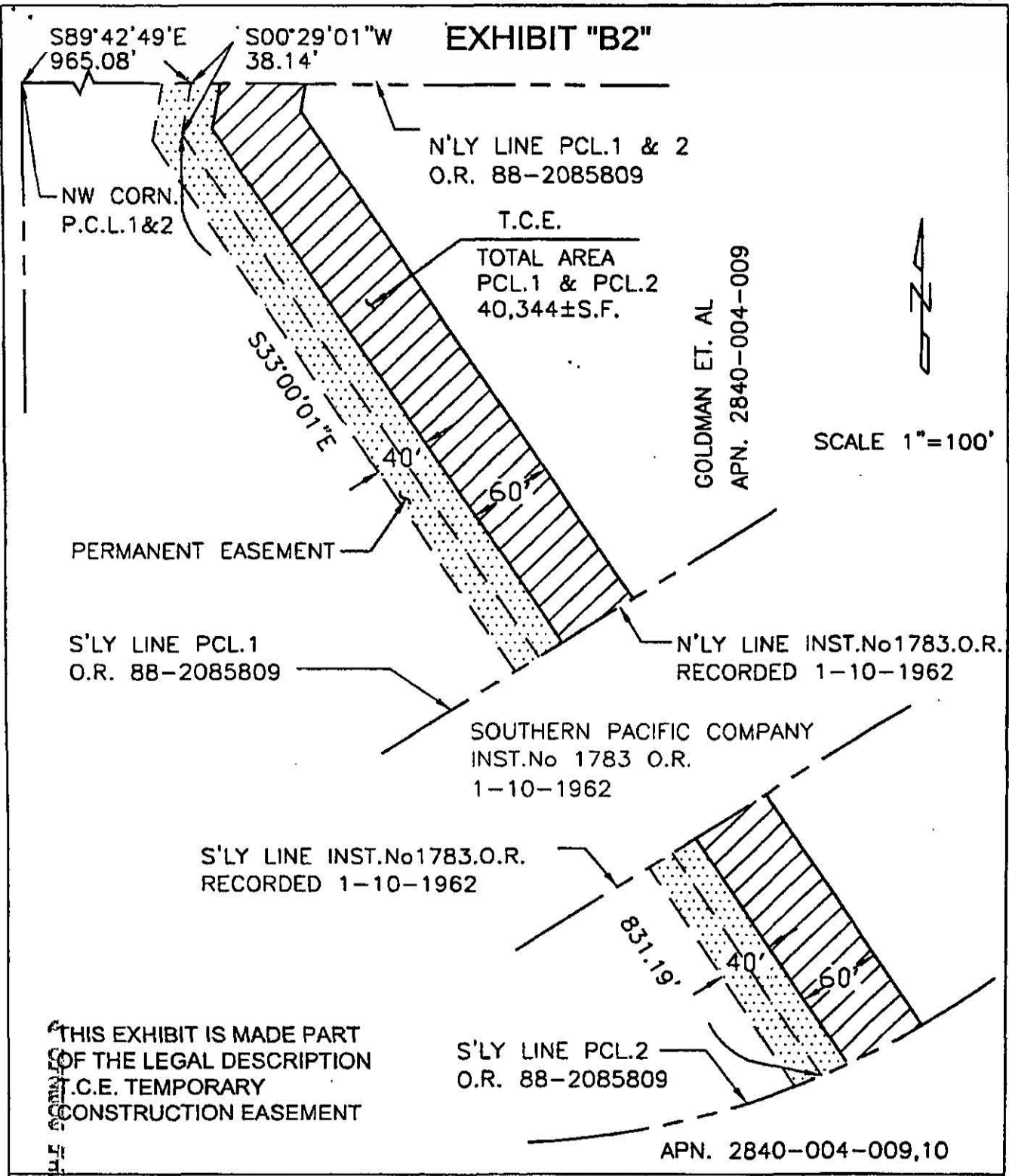
THE AREA OF THE ABOVE DESCRIBED PARCEL IS 40, 334 SQ. FT., MORE OR LESS.

ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

DATE RECORDED

ex 2 /

06 0997584



CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010		DATE: 01-16-04	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN COUNTY OF LOS ANGELES		SCALE: 1"= 100'	
CHECKED _____ DATE _____		DRAWN BY MAT		REV. DATE	
				REV. No	

06 0997584

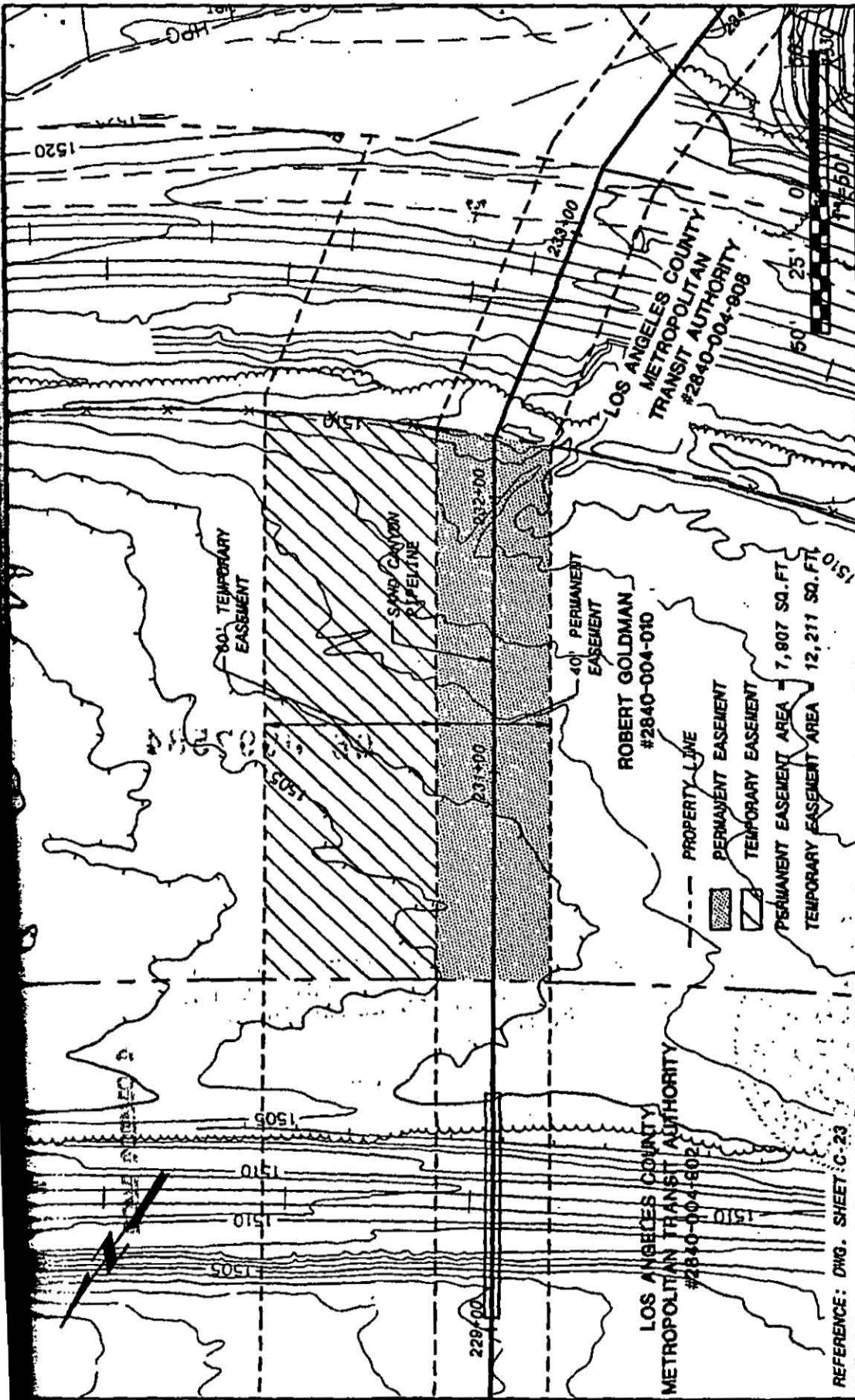


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
 ROBERT GOLDMAN #2840-004-010
 APPRAISAL MAP

BLACK & VEATCH
 Corporation
 PROJECT
 132554

12/09/2003 16:04:04

REFERENCE: DWG. SHEET: C-23

DRAWING.DWG

06 0997584

Exhibit 1

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Santa Clarita Valley Water Agency
PO Box 903
Santa Clarita, CA 91380-9003
ATTN: Kristina Jacob

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 2840-004-009 and 2826-004-010

Grant Deed

<p>The undersigned Grantor(s) declare(s) the Documentary transfer tax is \$ _____</p> <p><input checked="" type="checkbox"/> Computed on full value of property conveyed, or</p> <p><input type="checkbox"/> Computed on full value less value of liens and encumbrances remaining at time of sale.</p> <p><input type="checkbox"/> Unincorporated area <input checked="" type="checkbox"/> City of Santa Clarita and</p>
--

THE UNDERSIGNED GRANTOR DECLARES:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Santa Clarita Valley Water Agency, a California special act water agency, hereby GRANTS to Woodside 05S, LP, a California special act water agency, the real property located in the City of Santa Clarita, County of Los Angeles, State of California, and more particularly described and depicted in the attached Exhibits "A" and "B", which are fully incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument as of the _____ day of _____, 2023

Santa Clarita Valley Water Agency

By: _____
Matthew G. Stone, General Manager

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 _____, 20____, before me, _____,
a Notary Public, personally appeared _____,
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.

Notary Public

EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

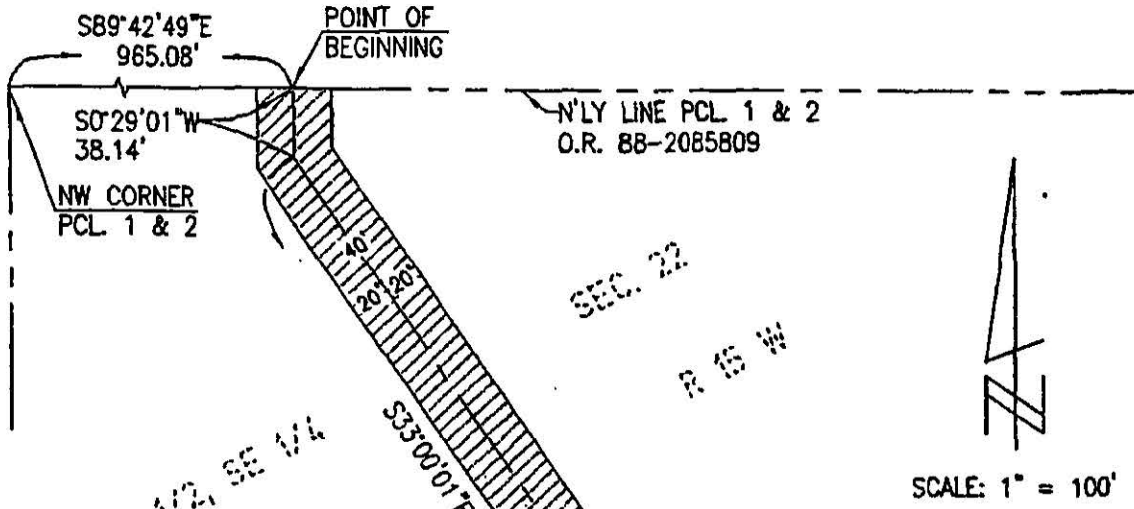


David A. Bush
1-9-04

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EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL.

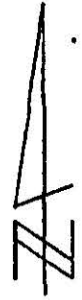


NW CORNER
PCL 1 & 2

N'LY LINE PCL 1 & 2
O.R. 88-2085809

SEC. 22

R 6 W



SCALE: 1" = 100'

S 1/2, SE 1/4
T 4 N

AREA = 27,769± SQ. FT.

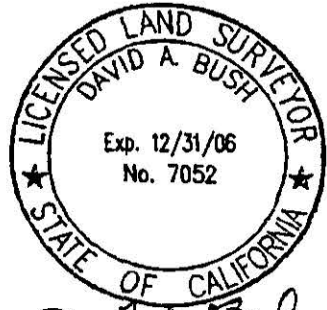
O.R. 88-2085809
S'LY LINE PCL 1
O.R. 88-2085809

N'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962
COMPANY

SOUTHERN PACIFIC
INST. NO. 1783 O.R.
1-10-1962

S'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962

S'LY LINE PARCEL 2
O.R. 88-2085809



D. A. Bush

SCALE CORRECTED

06 0997584

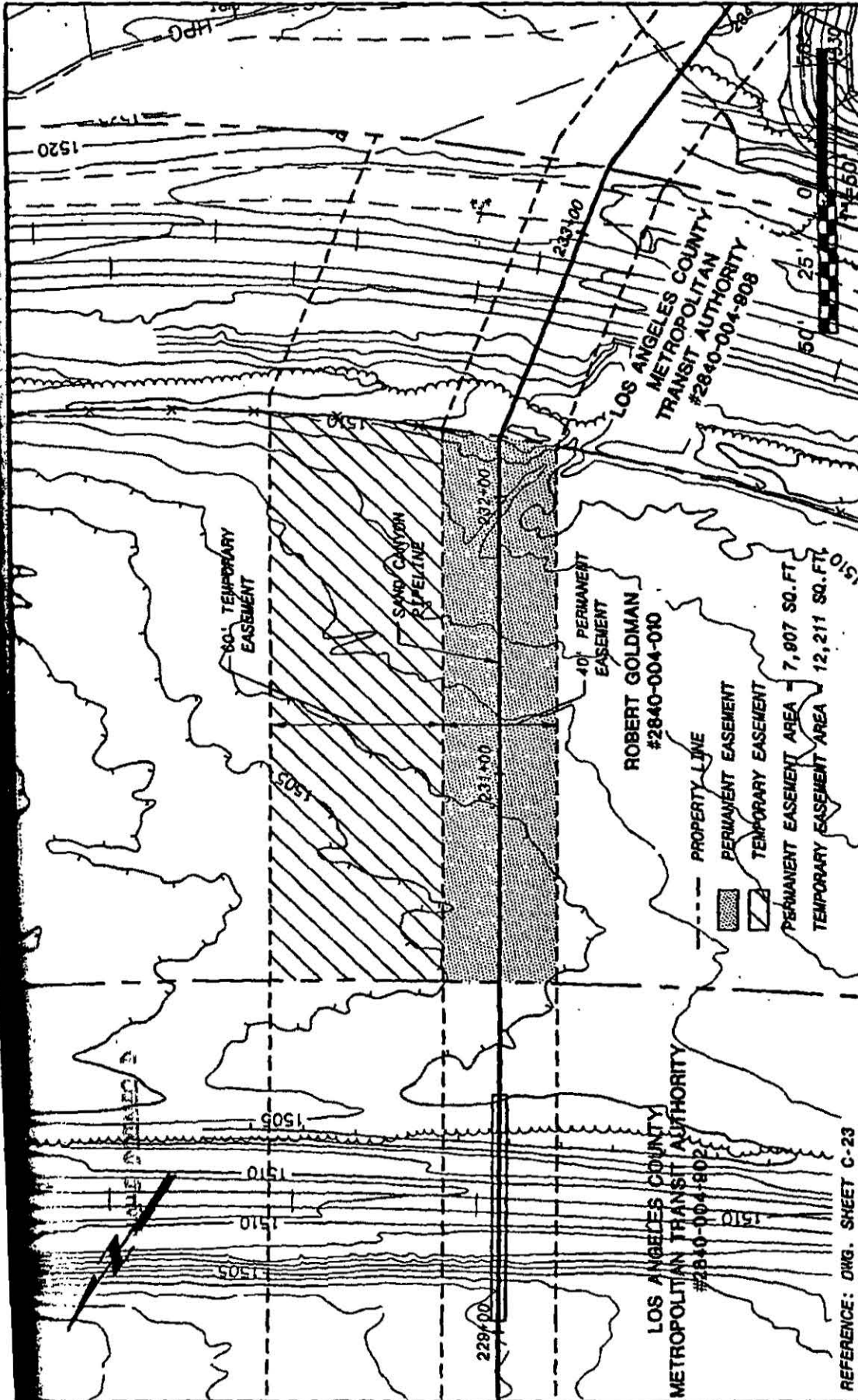


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP

BLACK & VEATCH
CORPORATION
PROJECT
132554
DRAWING.DWG

12/09/2003 15:04:04

REFERENCE: DWG. SHEET C-23

8

will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable, including replacing or repairing any asphalt or other existing road surfaces.

The Easement granted herein, the restrictions hereby imposed, and the covenants contained in this Grant of Easement shall be deemed an easement, restrictions, and covenants running with the land pursuant to California Civil Code Section 1468 and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor, and assigns.

This instrument shall inure to the benefit of, and be binding upon, the respective heirs, personal representatives, successors and assigns of Grantor and Grantee, respectively. Reference herein to Grantor and Grantee and its or their rights and obligations hereunder shall include reference to any successors in interest and assignees of Grantor and Grantee.

Subject to the rights of Grantee, covenants and restrictions contained herein, Grantor retains the right to use the Easement Property for any purpose that does not interfere with Grantee's use of the Easement and exercise of all rights and privileges herein.

Except with respect to Grantee's obligations when making excavations as set forth above, Grantor waives any right under Civil Code section 845, and any other right, to compel Grantee to repair, grade, surface or otherwise improve or maintain said Easement as a roadway or private right of way; provided, however, that to the extent Grantee constructs driveway improvements to access its facilities, or maintains above-ground appurtenances, such improvements and appurtenances shall be constructed and maintained in a manner consistent with Grantee's other facilities.

IN WITNESS WHEREOF, this instrument has been executed as of _____, 20_____.

GRANTOR

WOODSIDE HOMES

By: _____

Name: _____

Title: _____

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 _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, 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)

EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

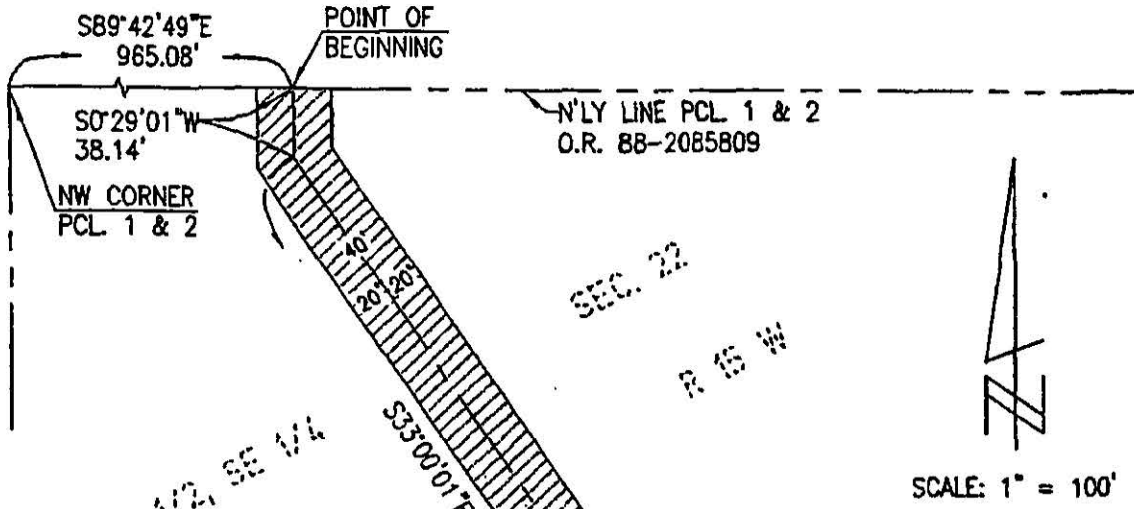


David A. Bush
1-9-04

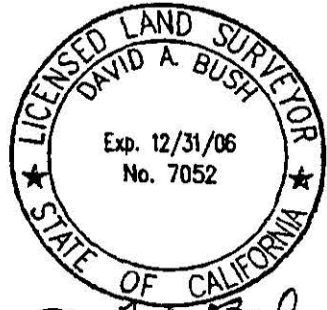
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EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL.



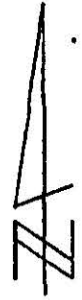
AREA = 27,769± SQ. FT.



D. A. Bush

DATE CORRECTED 8

SCALE: 1" = 100'



06 0997584

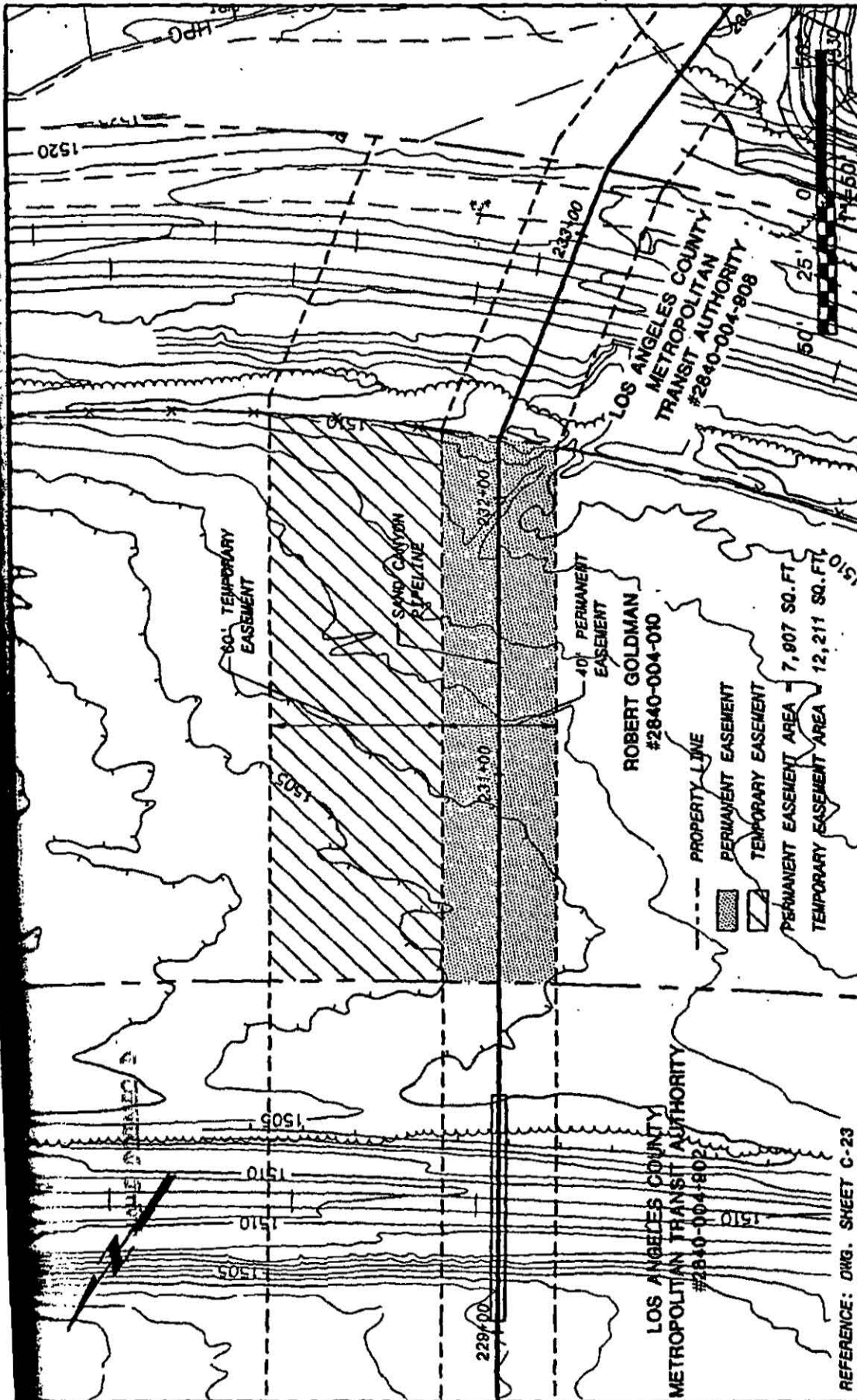


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP

BLACK & VEATCH
CORPORATION
PROJECT
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REFERENCE: DWG. SHEET C-23

06 0997584

CERTIFICATE OF ACCEPTANCE
Pursuant to Section 27281 of the California Government Code

This is to certify that the interest in real property conveyed by the Grant of Easement, dated _____, 20 __, from Woodside Homes to the Santa Clarita Valley Water Agency, a public agency organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clarita Valley Water Agency, pursuant to the authority conferred by Resolution No. SCV-04, adopted by the Santa Clarita Valley Water Agency's Board of Directors on January 2, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

SANTA CLARITA VALLEY WATER AGENCY

By _____
MATTHEW G. STONE, General Manager

Exhibit 3

Recording requested by
and when recorded mail to:

Santa Clarita Valley Water Agency
P.O. Box 903
Santa Clarita, CA 91380-9003
Attn: Kristina Jacob

APN: 2840-004-009 and 2826-004-010

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Exempt from recording fees under Gov. Code 27383.

RELEASE OF TEMPORARY CONSTRUCTION EASEMENT

The **Santa Clarita Valley Water Agency**, a California special act water agency (Chapter 833, Statutes of 2017; "Easement Holder"), as successor in interest to the Castaic Lake Water Agency, does hereby forever remise, release and forever quitclaims to Woodside 05S, LP, the Temporary Construction Easement condemned to the Easement Holder and described as Exhibit "B1" to the Amended Final Order of Condemnation recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder's Office, Los Angeles County. The Temporary Construction Easement is more particularly described and depicted in attached Exhibit "B1", which is fully incorporated herein by this reference.

IN WITNESS WHEREOF, on _____, 20_____, the **Santa Clarita Valley Water Agency**, a California special act water agency, has caused this instrument to be executed by its duly authorized officer.

Dated: _____

Santa Clarita Valley Water Agency

By: _____
Matthew G. Stone, General Manager

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 _____, 20____, before me, _____,
a Notary Public, personally appeared _____, 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.

Notary Public

9

EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

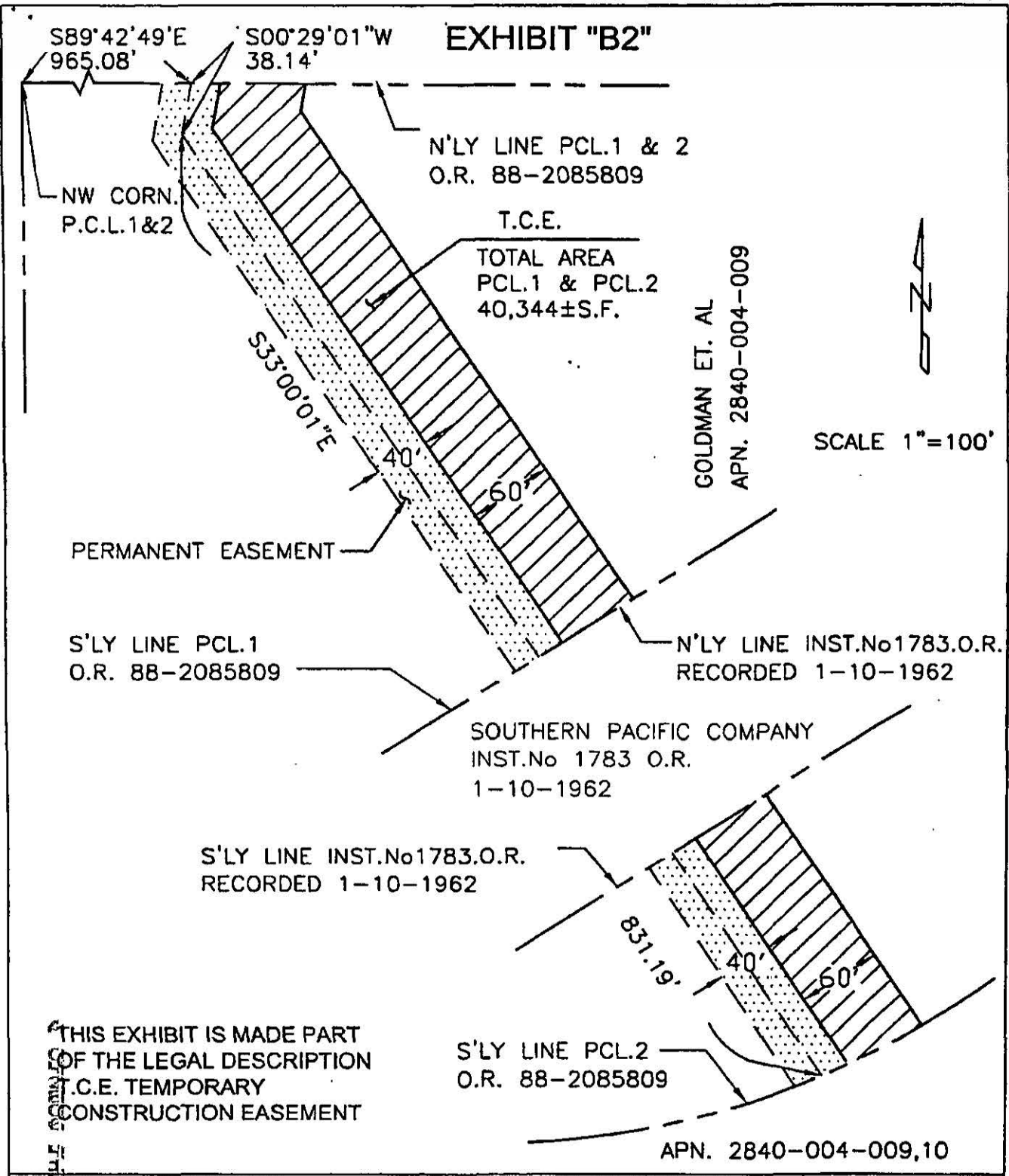
THE AREA OF THE ABOVE DESCRIBED PARCEL IS 40, 334 SQ. FT., MORE OR LESS.

ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

DATE RECORDED

ex 2 /

06 0997584



CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010		DATE: 01-16-04	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN COUNTY OF LOS ANGELES		SCALE: 1"= 100'	
CHECKED _____ DATE _____		DRAWN BY MAT		REV. DATE	
				REV. No	

06 0997584

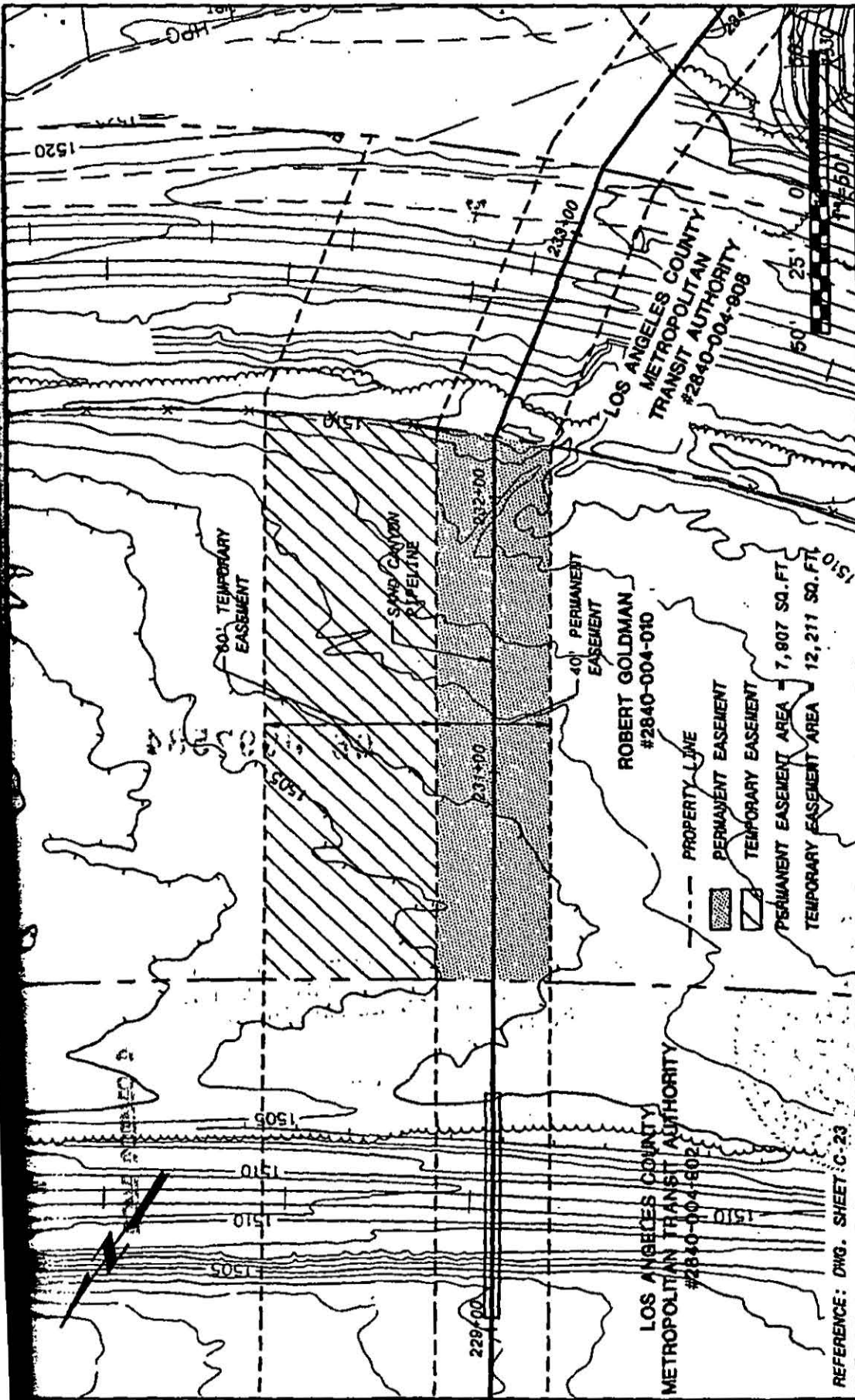


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
 ROBERT GOLDMAN #2840-004-010
 APPRAISAL MAP

BLACK & VEATCH
 Corporation
 PROJECT
 132554

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06 0997584

Exhibit I

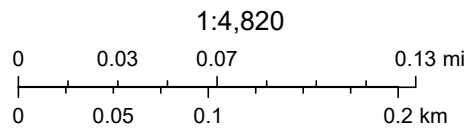


APN 2840-004-009

APN 2840-004-010

 Parcel Outlines

 Santa Clara River



Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

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RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING SANTA CLARITA VALLEY WATER AGENCY TO
EXECUTE AN AGREEMENT SETTLING REAL PROPERTY RIGHTS BY AND
BETWEEN THE SANTA CLARITA VALLEY WATER AGENCY AND WOODSIDE 05S
RELATIVE TO THE SAND CANYON PIPELINE PROJECT AND REQUIRED CEQA
FINDING**

WHEREAS, the Santa Clarita Water Agency (“SCV Water”) is the successor in interest to the Castaic Lake Water Agency (“CLWA”); and

WHEREAS, CLWA filed an eminent domain action (“Action”) on June 23, 2004 seeking to acquire real property interests in a portion of that real property commonly known as Assessor Parcel Nos. 2840-004-009 and 2840-004-010 (“Property”) for the construction, operation and maintenance of a water pipeline project known as the Sand Canyon Pipeline Project (“Project”); and

WHEREAS, the Court in the Action issued a Final Order of Condemnation on March 21, 2006 and an Amended Final Order of Condemnation on April 14, 2006, which condemned property rights in the Property to the CLWA. The Amended Final Order of Condemnation was recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder’s Office, Los Angeles County; and

WHEREAS, the CLWA acquired through the Action a temporary construction easement (“TCE”) on the Property for the construction of the Project. The TCE is part of the recorded Amended Final Order of Condemnation. The TCE is no longer required because the Project has been completed; and

WHEREAS, Woodside 05S, LP (“Woodside”) has entered into a purchase agreement that includes the portions of Assessor Parcel Nos. 2840-004-009 and 2840-004-010 that were not part of the Action, the Final Order of Condemnation or the Amended Final Order of Condemnation; and

WHEREAS, a dispute has arisen between SCV Water and Woodside as to the property rights relating to the Property acquired by CLWA through the Action for the construction, operation and maintenance of the Project; and

WHEREAS, SCV Water and Woodside desire to enter into the Agreement Settling Real Property Rights to settle and establish the property rights and obligations of each of the parties relating to the Property and to ensure the operation and maintenance of the Project and the health and well-being of the general public.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Santa Clarita Valley Water Agency, as follows:

1. The recitals set forth above are true and correct and are made findings of the Board of Directors, and by this reference made an operative part of this Resolution.

2. SCV Water finds that the Agreement, the releasing of the TCE, and the granting of the fee interest in the Project Property to Woodside, in exchange for easement rights permitting the continued unaltered operation of the Project are exempt from environmental review under the commons sense exemption pursuant to CEQA Guidelines section 15061(b)(3), and alternatively, under the minor alterations exemption pursuant to CEQA Guidelines section 15301 because they involve a negligible or no expansion of use.
3. SCV Water's General Manager (the "Authorized Representative") or designee is hereby authorized and directed to execute the Agreement, with such changes, insertions and omissions as may be recommended by general counsel to SCV Water and approved by the Authorized Representative executing the same, said execution being conclusive evidence of such approval.
4. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement, unless the context otherwise clearly requires.
5. This Resolution shall take effect immediately upon its passage and adoption.

Attachment

Exhibit A to Resolution

AGREEMENT SETTLING REAL PROPERTY RIGHTS

This Agreement Settling Real Property Rights (“Agreement”) is made and entered into and effective this _____ day of _____, 2023, by and between Santa Clarita Valley Water Agency (“Agency”) and Woodside 05S, LP (“Woodside”), each individually may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Agency is the successor in interest to the Castaic Lake Water Agency (“Castaic Agency”).

WHEREAS, the Castaic Agency filed an eminent domain action (“Action”) on June 23, 2004 seeking to acquire real property interests in a portion of that real property commonly known as Assessor Parcel Nos. 2840-004-009 and 2840-004-010 (“Property”) for the construction, operation and maintenance of a water pipeline project known as the Sand Canyon Pipeline Project (“Project”).

WHEREAS, the Court in the Action issued a Final Order of Condemnation on March 21, 2006 and an Amended Final Order of Condemnation on April 14, 2006, which condemned property rights in the Property to the Castaic Agency. The Amended Final Order of Condemnation was recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder’s Office, Los Angeles County.

WHEREAS, the Castaic Agency acquired through the Action a temporary construction easement (“TCE”) on the Property for the construction of the Project. The TCE was recorded as Exhibit “B1” to the recorded Amended Final Order of Condemnation.

WHEREAS, Woodside has entered into a purchase agreement that includes the portions of Assessor Parcel Nos. 2840-004-009 and 2840-004-010 that were not part of the Action, the Final Order of Condemnation or the Amended Final Order of Condemnation (“Remainder Property”).

WHEREAS, a dispute has arisen between the Agency and Woodside as to the property rights relating to the Property acquired by the Castaic Agency through the Action for the construction, operation and maintenance of the Project.

WHEREAS, the Agency and Woodside desire to enter into this Agreement to settle and establish the property rights and obligations of each of the Parties relating to the Property and to ensure the operation and maintenance of the Project and the health and well-being of the general public.

NOW, THEREFORE, the Agency and Woodside agree as follows:

1. Grant of Fee Interest. Upon presentation to the Agency of a recorded Grant Deed demonstrating Woodside’s acquisition of the Remainder Property, the Agency shall promptly grant to Woodside all property rights to the Property obtained by the Castaic Agency through the

Action by delivering to Woodside a Grant Deed in the form attached hereto as Exhibit 1, which shall be executed concurrently herewith.

2. Grant of Easement. Upon presentation of the Gant Deed executed by the Agency, Woodside agrees to grant to the Agency an easement (“Easement”) for the continued operation and maintenance of the Project by delivering to the Agency a Grant of Easement in the form attached hereto as Exhibit 2, which shall be executed concurrently herewith.

3. Temporary Construction Easement. Because construction of the Project has been completed, the Agency shall release the TCE by delivering to Woodside a Release of Temporary Construction Easement in the form attached hereto as Exhibit 3, which shall be executed concurrently herewith.

4. Disclaimer of Warranties; “AS IS” Conveyance. Woodside acknowledges that it has had an opportunity to conduct its due diligence investigation of the Property and will accept conveyance of the Property in its current condition based thereon. Woodside acknowledges and agrees that the Property is to be conveyed by the Agency to Woodside “as is, with all faults,” and subject to the Easement and the Project, and substantially in its current condition. Woodside further acknowledges and agrees that the conveyance of the Property is made without any warranty or representation of any kind by the Agency, either express or implied or arising by operation of law, and the Agency shall have no liability with respect to the nature, value, uses, habitability, merchantability, suitability, condition, design, operation, rents, financial condition or prospects, fitness for purpose or use, or the manner, construction, condition or state of repair or lack of repair of the improvements of the Property (or any part thereof), or any other aspect, portion or component of the Property whatsoever, it being specifically understood and agreed that Woodside had full opportunity, during the due diligence investigation, to determine for itself the condition of the Property and the Project.

Woodside’s Initials: _____

5. No Admission of Lesser Property Interest. The Parties agree that nothing herein, including the conveyance of the Property to Woodside by the Agency through the aforementioned Grant Deed, shall be deemed to constitute an admission as to the type and nature of the property rights relating to the Property that were acquired by the Castaic Agency through the Action.

6. Settlement of All Claims. By executing this Agreement, Woodside on its behalf and on behalf of its affiliates, beneficiaries, heirs, executors, administrators, successors and assigns hereby expressly and unconditionally waives and releases the Agency and its successors, agents, representatives (including attorneys) and all other affiliated persons and associations, known or unknown, from any claims, damages, costs, taxes, loss, expenses, attorney’s fees, or indemnity obligations relating to the Action, the Property, the TCE, the construction, operation and maintenance of the Project, the Agency’s use of the Property, and Woodside’s acquisition of the Remainder Property. It being understood that this is a complete and full settlement of all claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the foregoing. Woodside acknowledges that it is aware of the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The addresses for notice are:

WOODSIDE:

Attn.: _____

Phone: _____

Email: _____

AGENCY:

SANTA CLARITA VALLEY WATER AGENCY

Attn.: Matthew G. Stone, General Manager

27234 Bouquet Canyon Rd.

Santa Clarita, CA 91350

E-Mail: mstone@scvwa.org

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

8. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement and understanding between the Agency and Woodside concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by the Agency or Woodside concerning the Property or the other matters which are the subject of this Agreement.

9. Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

10. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11. Commissions, Indemnity, Disclosure. Woodside shall be responsible for any broker, real estate agent or listing commission associated with the conveyance of the Property pursuant to this Agreement. Woodside hereby indemnifies and agrees to protect, defend and hold harmless the Agency from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage, real estate agent, or listing commission, fees and costs or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party.

12. Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. The Agency and Woodside intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

13. Recordation of Documents. The Parties hereby agree to cooperate in good faith to achieve the recordation of the Grant Deed, the Release of Temporary Construction Easement, and the Grant of Easement referenced herein, including the re-execution of the aforementioned documents in a form that satisfies the recordation requirements of the Recorder's Office, Los Angeles County.

14. Venue. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. Authority. The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

16. Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of the Parties.

17. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

18. Joint Preparation: This Agreement shall be deemed to have been prepared jointly by the Parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

19. Representation by Counsel. The Parties represent and warrant to each other that they have been represented by counsel with respect to this Agreement and all matters covered by and relating to it, that they have been fully advised by such counsel with respect to their rights and with respect to the execution of this Agreement, that they fully understand such rights, and that such counsel are authorized and directed to take all action necessary to effect the purposes of this Agreement.

WOODSIDE HOMES

SANTA CLARITA VALLEY WATER
AGENCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

9

EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

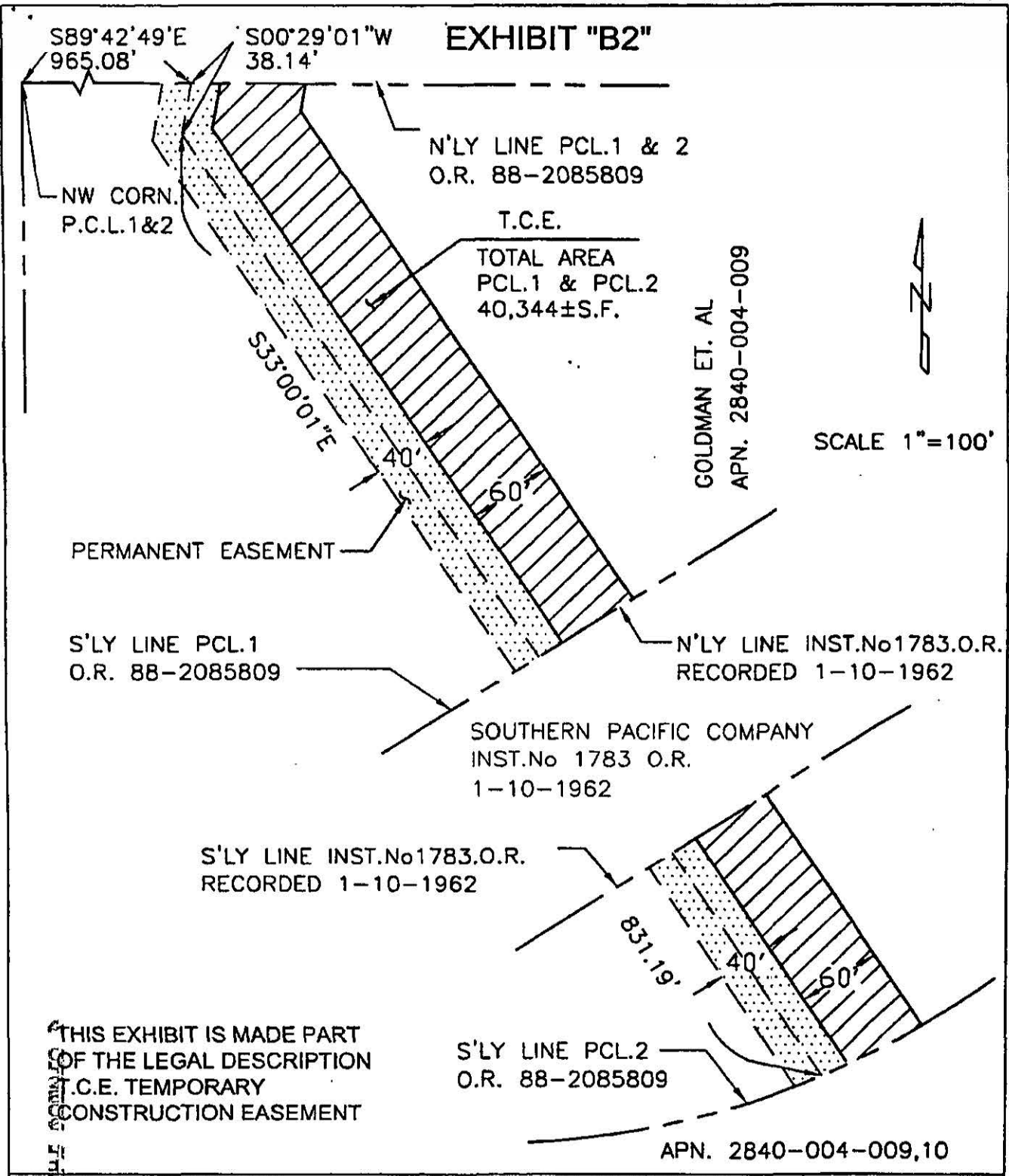
THE AREA OF THE ABOVE DESCRIBED PARCEL IS 40, 334 SQ. FT., MORE OR LESS.

ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

DATE RECORDED

ex 2 /

06 0997584



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION T.C.E. TEMPORARY CONSTRUCTION EASEMENT

CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010		DATE: 01-16-04	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN COUNTY OF LOS ANGELES		SCALE: 1"= 100'	
CHECKED _____	DATE _____	APN. 2840-004-009,10		REV. DATE	REV. No

06 0997584

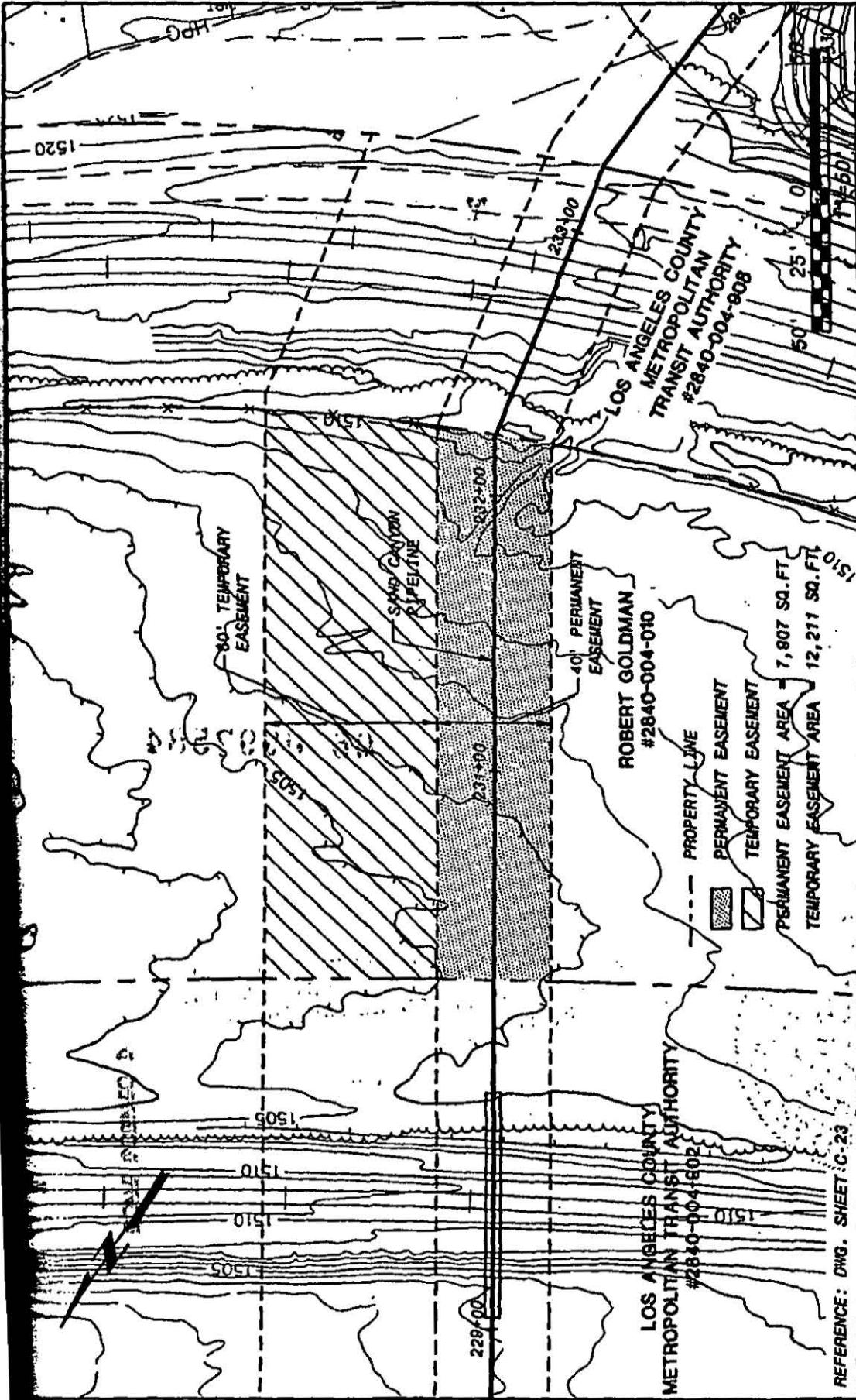


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
 ROBERT GOLDMAN #2840-004-010
 APPRAISAL MAP

BLACK & VEATCH
 Corporation
 PROJECT
 132554

12/09/2003 16:04:04

DRAWING.DWG

06 0997584

Exhibit 1

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Santa Clarita Valley Water Agency
PO Box 903
Santa Clarita, CA 91380-9003
ATTN: Kristina Jacob

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 2840-004-009 and 2826-004-010

Grant Deed

<p>The undersigned Grantor(s) declare(s) the Documentary transfer tax is \$ _____</p> <p><input checked="" type="checkbox"/> Computed on full value of property conveyed, or</p> <p><input type="checkbox"/> Computed on full value less value of liens and encumbrances remaining at time of sale.</p> <p><input type="checkbox"/> Unincorporated area <input checked="" type="checkbox"/> City of Santa Clarita and</p>
--

THE UNDERSIGNED GRANTOR DECLARES:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Santa Clarita Valley Water Agency, a California special act water agency, hereby GRANTS to Woodside 05S, LP, a California special act water agency, the real property located in the City of Santa Clarita, County of Los Angeles, State of California, and more particularly described and depicted in the attached Exhibits "A" and "B", which are fully incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument as of the _____ day of _____, 2023

Santa Clarita Valley Water Agency

By: _____
Matthew G. Stone, General Manager

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 _____, 20____, before me, _____,
a Notary Public, personally appeared _____,
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.

Notary Public

EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

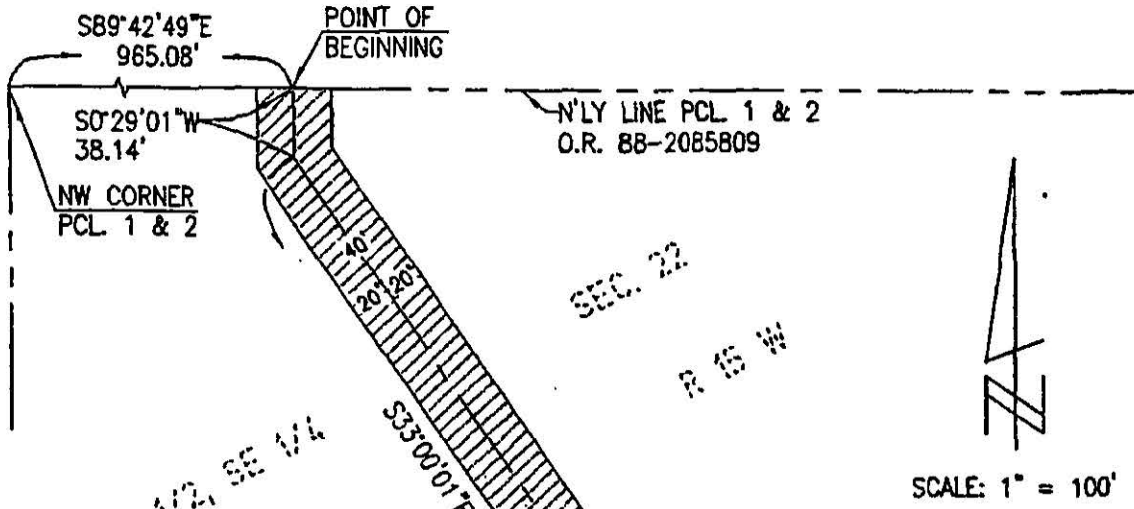


David A. Bush
1-9-04

lex

06 0997584

EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL.



NW CORNER
PCL 1 & 2

N'LY LINE PCL 1 & 2
O.R. 88-2085809

SEC. 22

R 6 W

S 1/2, SE 1/4
T 4 N



SCALE: 1" = 100'

AREA = 27,769± SQ. FT.

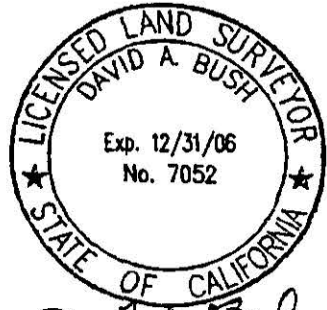
O.R. 88-2085809
S'LY LINE PCL. 1
O.R. 88-2085809

N'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962
COMPANY

SOUTHERN PACIFIC
INST. NO. 1783 O.R.
1-10-1962

S'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962

S'LY LINE PARCEL 2
O.R. 88-2085809



D. A. Bush

SCALE CORRECTED

06 0997584

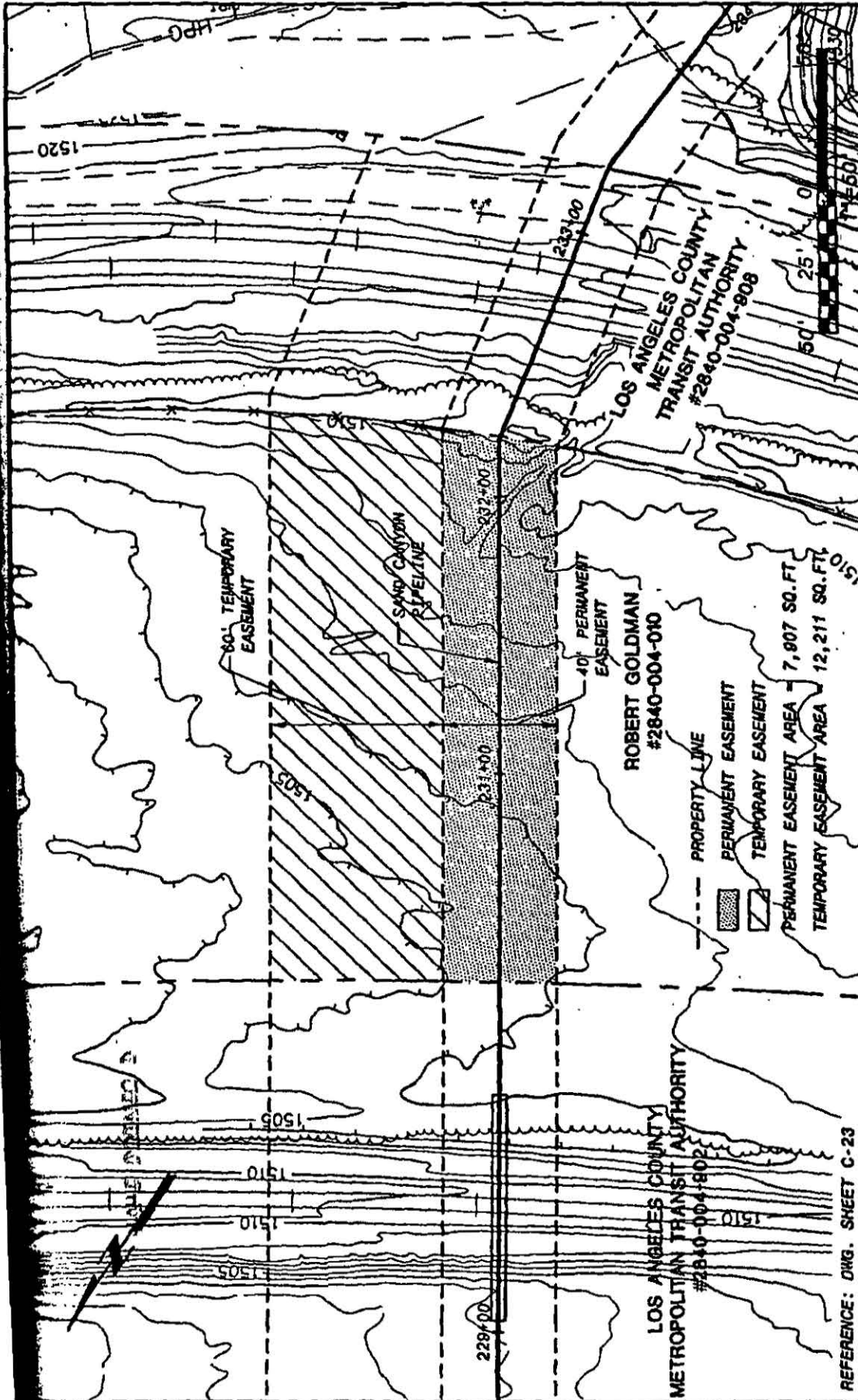


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP

BLACK & VEATCH
CORPORATION
PROJECT
132554
DRAWING.DWG

12/09/2003 15:04:04

REFERENCE: DWG. SHEET C-23

06 0997584

will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable, including replacing or repairing any asphalt or other existing road surfaces.

The Easement granted herein, the restrictions hereby imposed, and the covenants contained in this Grant of Easement shall be deemed an easement, restrictions, and covenants running with the land pursuant to California Civil Code Section 1468 and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor, and assigns.

This instrument shall inure to the benefit of, and be binding upon, the respective heirs, personal representatives, successors and assigns of Grantor and Grantee, respectively. Reference herein to Grantor and Grantee and its or their rights and obligations hereunder shall include reference to any successors in interest and assignees of Grantor and Grantee.

Subject to the rights of Grantee, covenants and restrictions contained herein, Grantor retains the right to use the Easement Property for any purpose that does not interfere with Grantee's use of the Easement and exercise of all rights and privileges herein.

Except with respect to Grantee's obligations when making excavations as set forth above, Grantor waives any right under Civil Code section 845, and any other right, to compel Grantee to repair, grade, surface or otherwise improve or maintain said Easement as a roadway or private right of way; provided, however, that to the extent Grantee constructs driveway improvements to access its facilities, or maintains above-ground appurtenances, such improvements and appurtenances shall be constructed and maintained in a manner consistent with Grantee's other facilities.

IN WITNESS WHEREOF, this instrument has been executed as of _____, 20_____.

GRANTOR

WOODSIDE HOMES

By: _____

Name: _____

Title: _____

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 _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, 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)

EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

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THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

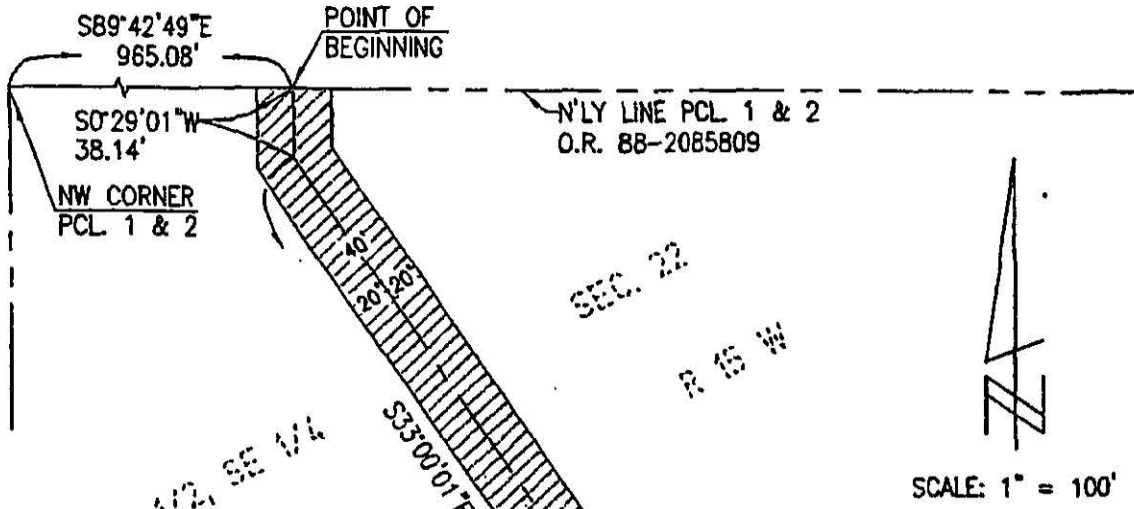


David A. Bush
1-9-04

lex

06 0997584

EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL.

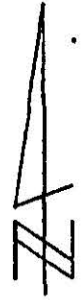


NW CORNER
PCL 1 & 2

N'LY LINE PCL 1 & 2
O.R. 88-2085809

SEC. 22

R 6 W



SCALE: 1" = 100'

S 1/2, SE 1/4
T 4 N

AREA = 27,769± SQ. FT.

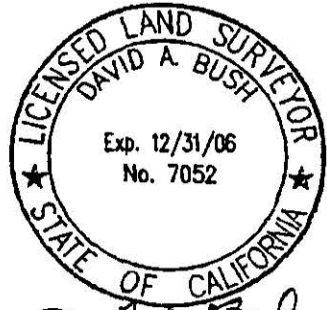
O.R. 88-2085809
S'LY LINE PCL. 1
O.R. 88-2085809

N'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962
COMPANY

SOUTHERN PACIFIC
INST. NO. 1783 O.R.
1-10-1962

S'LY LINE INST. NO. 1783 O.R.
RECORDED 1-10-1962

S'LY LINE PARCEL 2
O.R. 88-2085809



D. A. Bush

SCALE CORRECTED

06 0997584

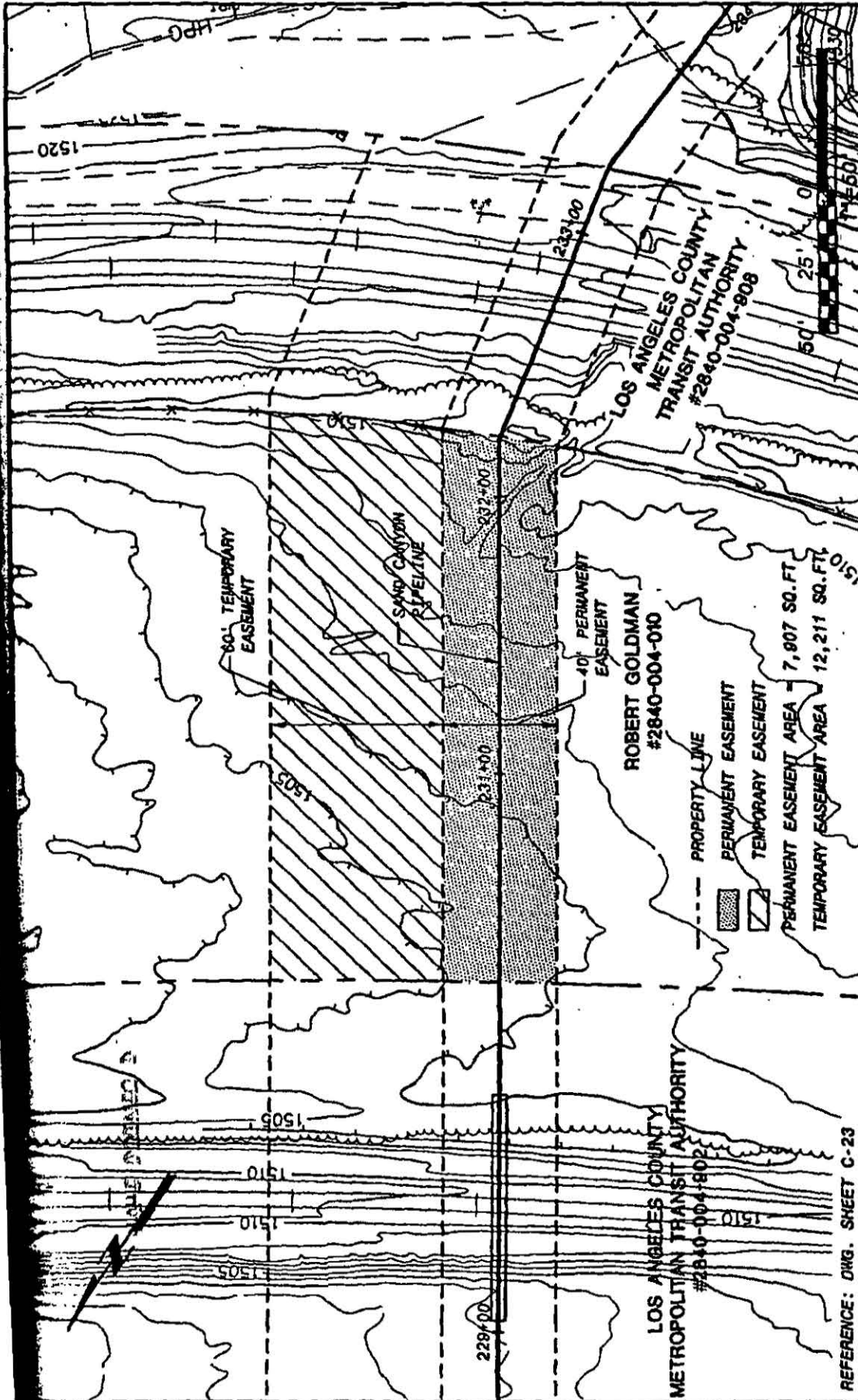


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP

BLACK & VEATCH
CORPORATION
PROJECT
132554
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12/09/2003 15:04:04

REFERENCE: DWG. SHEET C-23

06 0997584

CERTIFICATE OF ACCEPTANCE
Pursuant to Section 27281 of the California Government Code

This is to certify that the interest in real property conveyed by the Grant of Easement, dated _____, 20 __, from Woodside Homes to the Santa Clarita Valley Water Agency, a public agency organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clarita Valley Water Agency, pursuant to the authority conferred by Resolution No. SCV-04, adopted by the Santa Clarita Valley Water Agency's Board of Directors on January 2, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

SANTA CLARITA VALLEY WATER AGENCY

By _____
MATTHEW G. STONE, General Manager

Exhibit 3

Recording requested by
and when recorded mail to:

Santa Clarita Valley Water Agency
P.O. Box 903
Santa Clarita, CA 91380-9003
Attn: Kristina Jacob

APN: 2840-004-009 and 2826-004-010

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Exempt from recording fees under Gov. Code 27383.

RELEASE OF TEMPORARY CONSTRUCTION EASEMENT

The **Santa Clarita Valley Water Agency**, a California special act water agency (Chapter 833, Statutes of 2017; "Easement Holder"), as successor in interest to the Castaic Lake Water Agency, does hereby forever remise, release and forever quitclaims to Woodside 05S, LP, the Temporary Construction Easement condemned to the Easement Holder and described as Exhibit "B1" to the Amended Final Order of Condemnation recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder's Office, Los Angeles County. The Temporary Construction Easement is more particularly described and depicted in attached Exhibit "B1", which is fully incorporated herein by this reference.

IN WITNESS WHEREOF, on _____, 20_____, the **Santa Clarita Valley Water Agency**, a California special act water agency, has caused this instrument to be executed by its duly authorized officer.

Dated: _____

Santa Clarita Valley Water Agency

By: _____
Matthew G. Stone, General Manager

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 _____, 20____, before me, _____, a Notary Public, personally appeared _____, 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.

Notary Public

9

EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

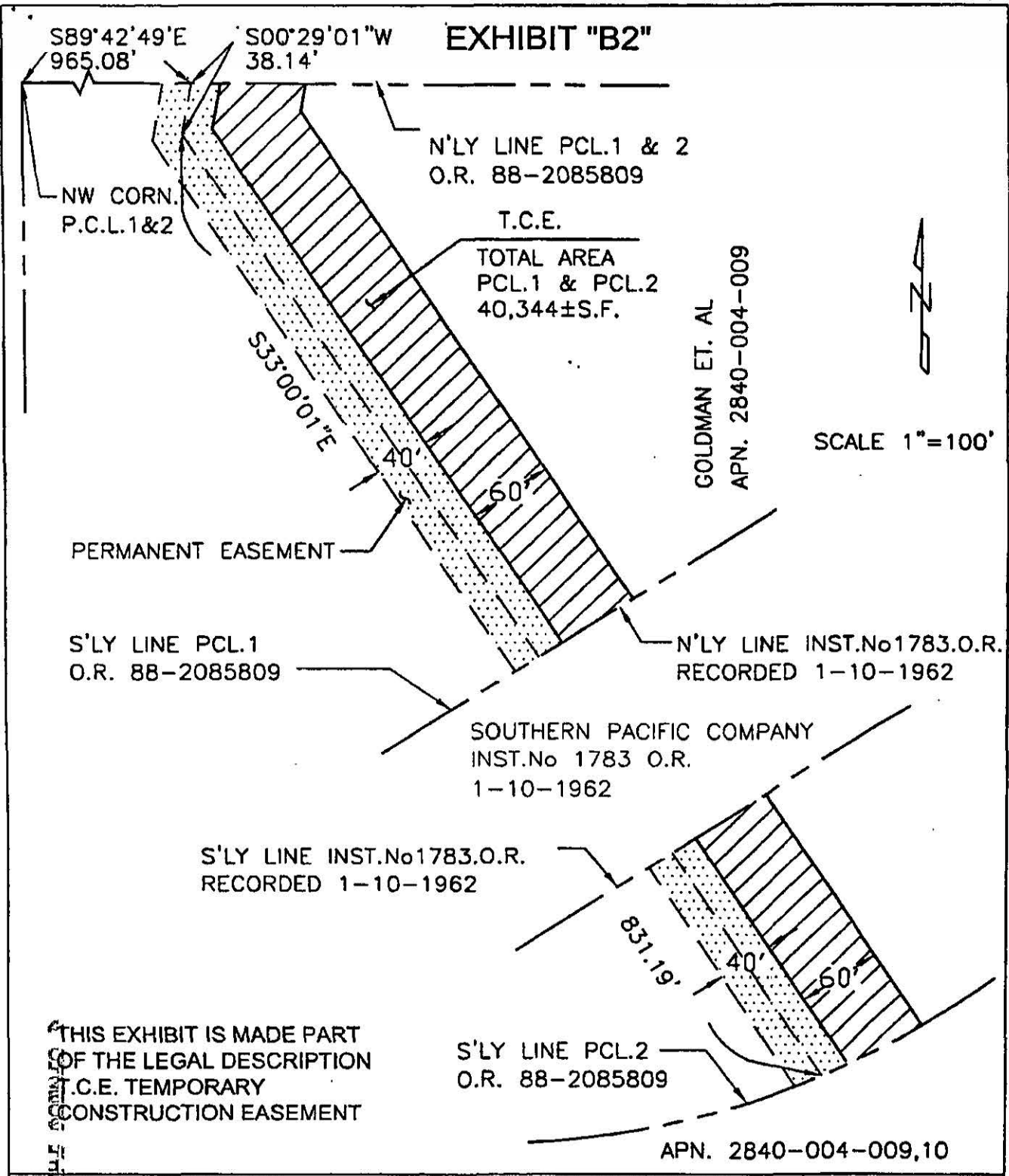
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ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

DATE RECORDED

ex 2 /

06 0997584



CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010	DATE: 01-16-04
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN COUNTY OF LOS ANGELES	SCALE: 1"= 100' DRAWN BY MAT
CHECKED _____	DATE _____	REV. DATE	REV. No

06 0997584

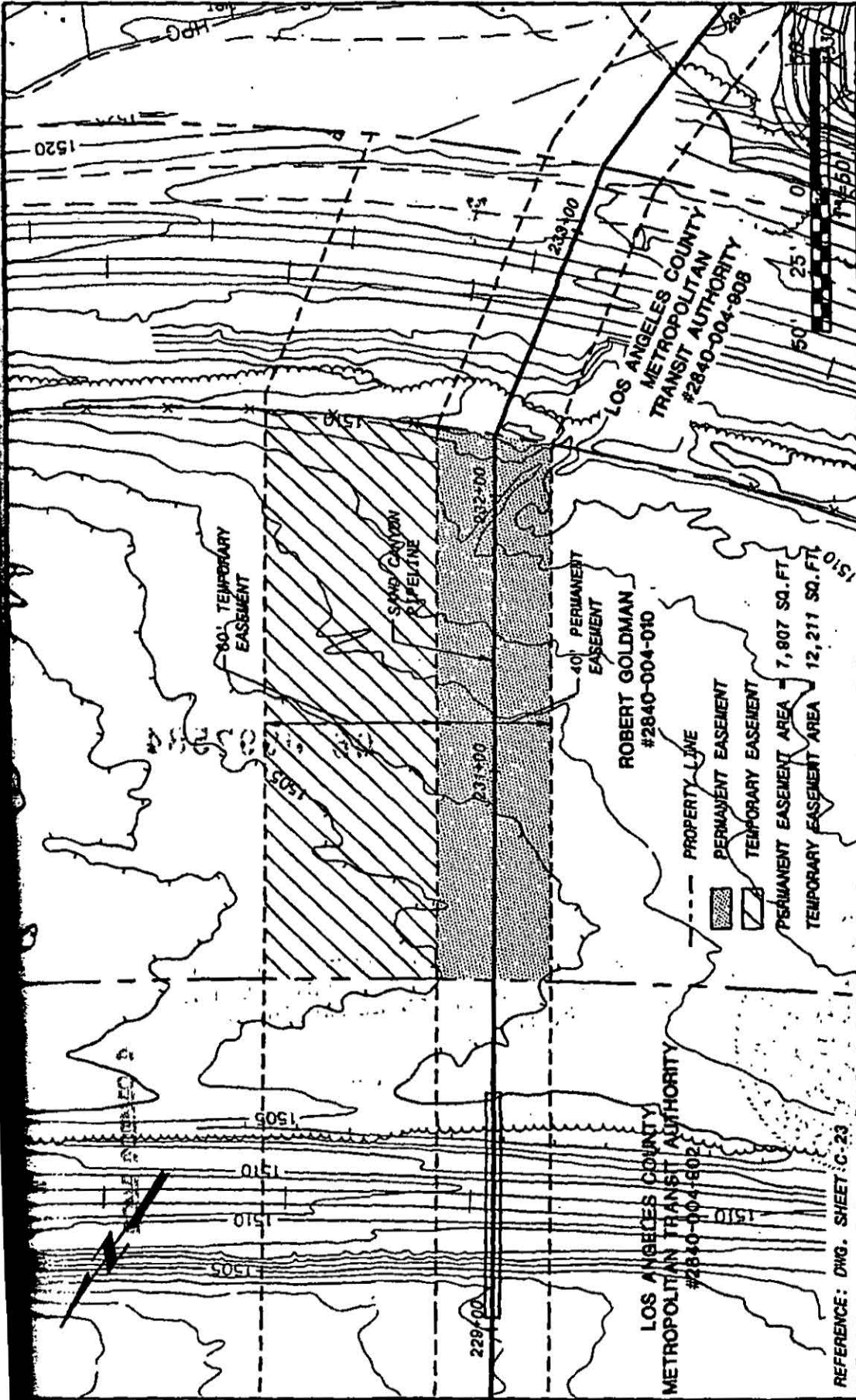


FIGURE NO.
49

CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR
 ROBERT GOLDMAN #2840-004-010
 APPRAISAL MAP

BLACK & VEATCH
 Corporation
 PROJECT
 132554

12/09/2003 16:04:04

REFERENCE: DWG. SHEET: C-23

DRAWING.DWG

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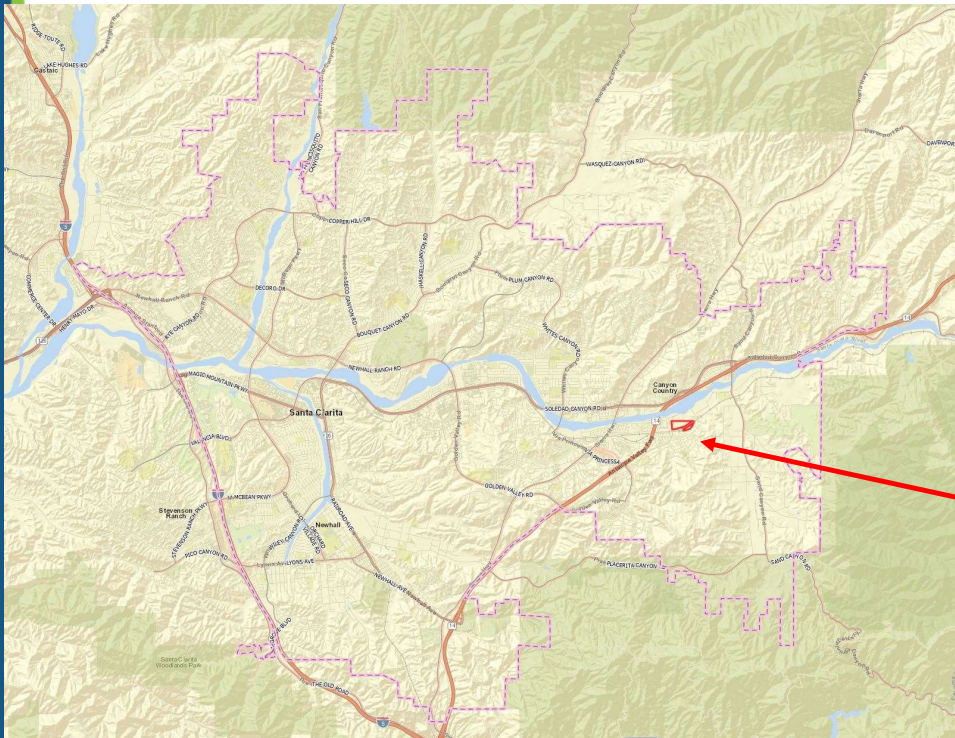


March 2, 2023

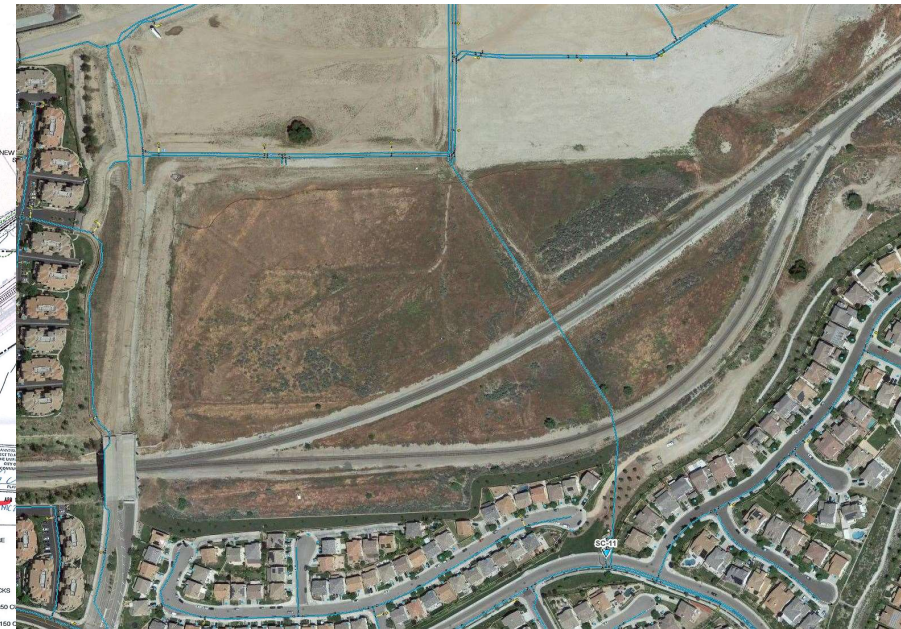
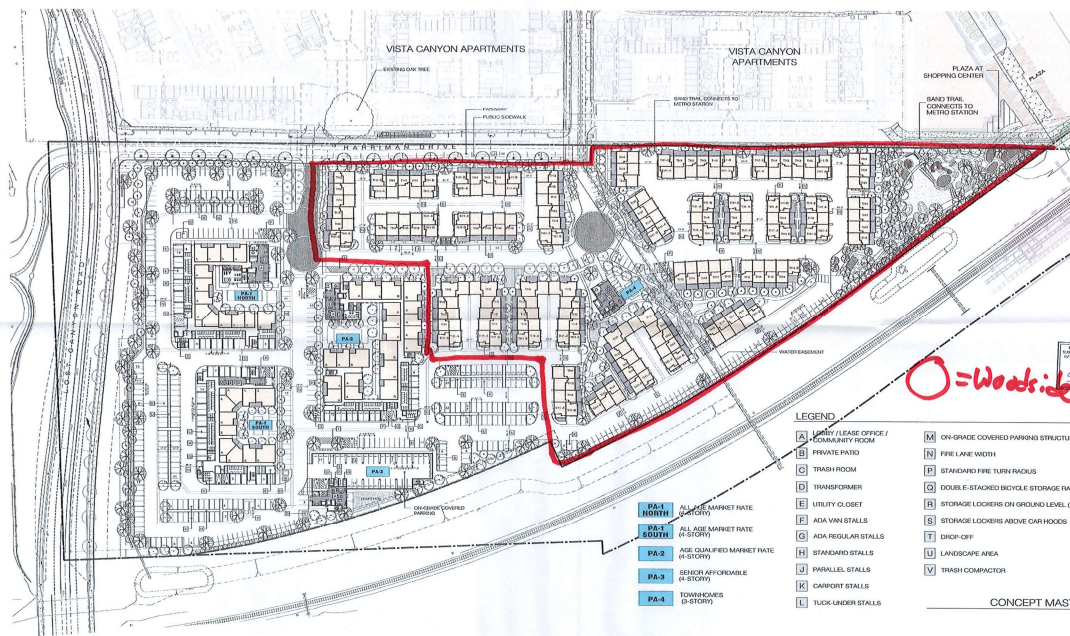
**Recommend Approval Authorizing
SCV Water to Execute the Agreement Settling
Real Property Rights Between SCV Water and
Woodside 05S, LP and Required CEQA Finding**

Engineering and Operations
Committee Meeting

Property Location



Woodside (MetroWalk) Project



NEW URBAN WEST INC
METROWALK
 201 Wilshire Blvd, Ste 401, Santa Monica, California 90403
 P: 310.566.6393 F: 310.566.6389



WM WITHEE MALCOLM ARCHITECTS
 231 West 100th Street | Los Angeles, CA 90044 | 213.271.8800 | info@wmalcolm.com
 246-NB-89049 ©2014 11.30.2012

Issues

In 2006 eminent domain action was taken by CLWA. It is unclear what type of property interest was acquired (easement or a fee interest), as the documents filed have conflicting descriptions of property interests to be acquired:

Resolution of Necessity:

- 40' wide easement
- Legal description named "permanent easement"
- Temporary Construction Easement for project - no longer required because project construction completed

Stipulation For Entry Of Judgement:

- Identifies parcels, but does not specify easement or fee
- References "all property rights", which suggests fee, but supporting documents suggest "easement"
- Compensation

Amended Final Order Of Condemnation:

- Legal description suggests acquisition of fee
- Legal map identifies "permanent easement"
- Depicts 40' wide easement



Declaration of Eminent Domain Counsel:
Subterranean easement



YOURSCVWATER.COM



Options to Correct

Stand on the Final Order and contend that CLWA did indeed acquire a fee interest:

- Opposite of original court documents
- Inconsistent with current SCVWA practice of acquiring only pipeline easements
 - May result in litigation

File a lawsuit to modify Judgement and Amended Final Order to state property interest:

- May result in litigation to establish the nature of property rights actually acquired

Stand on the Amended Order of Condemnation, agree to reduce the fee interest to permanent easement:



- Quickly clarify rights
- Woodside whole in property interest
- SCV Water has easement rights
 - Avoids liability



Recommendation

That the Engineering and Operations Committee recommends that the Board of Directors approve:

- Agency execution of the Agreement Settling Real Property Rights and the related TCE release and Grant Deed conveying the fee interest in the Project Property to Woodside in exchange for easement rights permitting SCV Water's continued unaltered operation of the project.






COMMITTEE MEMORANDUM

DATE: February 14, 2023

TO: Engineering and Operations Committee

FROM: Keith Abercrombie
Chief Operating Officer 

SUBJECT: Recommend Approval to Contract for Removal and Replacement of One Filter Media at ESFP and RVWTP

SUMMARY

As part of SCV Water's commitment to delivering reliable, high quality water service, SCV Water operates and maintains two surface water treatment facilities, the Earl Schmidt Filtration Plant (ESFP) and the Rio Vista Water Treatment Plant (RVWTP). A key treatment process is the removal of particles, including microbiological contaminants, from the source water through the process of filtration. At the ESFP and RVWTP, filtration is accomplished using deep bed mono media filters (filters). The filters ensure that water produced at ESFP and RVWTP meets and or exceeds the requirements established by the State Water Resources Control Board-Division of Drinking Water (DDW). Having filters that are operating optimally is critical to the delivery of reliable, high-quality water to SCV Water customers.

DISCUSSION

As part of the multi-faceted approach to water treatment, SCV Water operates 22 filters at its two surface water treatment plants. Ten (10) filters are located at ESFP and twelve at RVWTP. The filters at ESFP were placed into service in 2005, and at RVWTP 6 of the 12 filters are original and were placed into service in 1995. The remaining 6 were installed as part of the plant expansion in 2010. As part of a comprehensive maintenance program a filter media assessment was done by ERS Industrial Services Inc. in mid-2022. The assessment indicated that much of the media was at the lower end or out of the specification. The assessment also suggested that the media support gravel was potentially displaced but could not ascertain the root cause. Operational data and daily visual inspections of the filters appear to confirm the findings in the report as finished water quality has deteriorated and media surface is uneven after a wash. Additionally, during the last few years the two plants have experienced above average raw water turbidities (> 2 NTU), with several periods of raw water turbidities greater than the design capacity of 50 NTU. These events have not only strained the ability of the filters to meet water quality requirements, but they have also resulted in increased wear and tear as a result of shortened cycles and increased wash requirements. The most recent event resulted in raw water turbidity of more than 190 NTU and filter run times of less than 10 hours. Due to the lower-than-normal lake level and the feast or famine cycle of precipitation in California, the likelihood of more frequent high turbidity events necessitates the optimal operation of the filters at the surface water treatment plants. To further evaluate the filter media lifespan and the condition of the underdrain; replacement and inspection of one filter unit at each plant is required to ensure continued delivery of reliable, high quality water service.

STRATEGIC PLAN NEXUS

This project supports SCV Water’s Strategic Plan B.2 – Plan and Budget for Long-Term Replacements and Improvements and D.1.1 – Meet all applicable water quality regulations.

FINANCIAL CONSIDERATIONS

The following table provides details on one (1) quote received by staff. Staff reached out to two (2) additional vendors, but one refused to bid, and the other has only submitted a quote for the labor.

Item	ERS	GSE	Pac-Hydro
Supply, remove, replace anthracite media, support gravel, disposal of media offsite, and inspection of underdrains at ESFP	\$184,770	\$177,400 (Labor Only, disposal of media to be spread onsite by GSE)	No bid submitted
Supply, remove, replace anthracite media, support gravel, disposal of media offsite, and inspection of underdrains at RVWTP	\$184,770	\$177,400 (Labor Only, disposal of media to be hauled offsite by GSE)	No bid submitted
Contingency for Repairs of underdrains	\$20,000		No bid submitted
TOTAL	\$389,540	\$354,800	No bid submitted

Funds for this project are included in the FY 2022/23 Capital Improvement Program (CIP) for Treatment Plant Improvements and Replacements-ESFP Improvements and Treatment Plant Improvements and Replacements-RVWTP Improvements in the amount of \$450,000 and \$675,000 respectively.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to contract with ERS Industrial Services to supply, remove, replace anthracite media and support gravel, dispose of media offsite, and inspect the underdrains at ESFP and RVWTP in the amount not to exceed \$389,540.

M65



March 2, 2023

Filter Media Replacement Project

Engineering and Operations
Committee Meeting

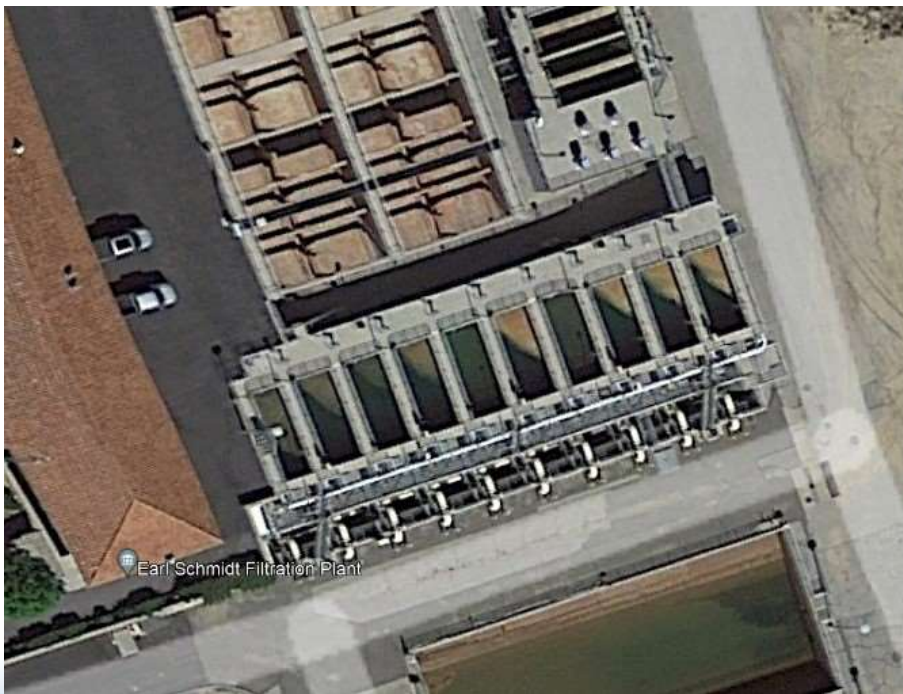
Surface Water Treatment Plant Filters

- Earl Schmidt Filtration Plant - 56 MGD
- Rio Vista Water Treatment Plant - 66 MGD



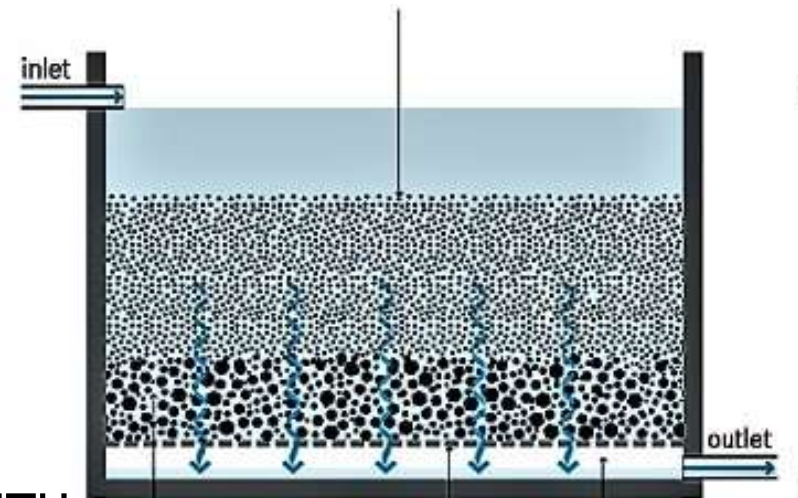
Surface Water Treatment Plant Filters

- Earl Schmidt Filtration Plant - 10 Filters
- Rio Vista Water Treatment Plant - 12 Filters



Filter Performance

- Filters are a key treatment process in the removal of particles, including microbiological contaminants
- Filters are of a deep bed mono-media design with Leopold underdrains
- Filters designed to treat up to 6 MGD at rate of 10 gpm/ft² while maintaining effluent water quality of less than 0.1 NTU



Filter Monitoring Program

- Filter performance monitored daily
 - Turbidity, Headloss, and Filter Unit Run
- Visual inspection completed every wash cycle. Typically, every 72 hours when raw water less than 2 NTU
- Annual filter media depth measurements
 - Filters typically lose ~1 - 2 percent annually due to breakdown of media
- Filter media assessment (last completed August of 2022)
 - Sieve analysis for ES and UC
 - Gravel Profile
 - Floc retention profile
 - Backwash/Air scour evaluation



Filter Assessment Overview

- Filters average age is 19 years
 - ESFP filters placed into service 2005 (18 years)
 - RVWTP original 6 units placed into service 1995 (28 years)
 - RVWTP expansion 6 units placed into service 2010 (13 years)
- Filter media assessment by ERS Industrial Services, Inc.
 - Conducted August 2021
 - Depth: Average 71”, Minimum 65”, Maximum 75”
 - Effective Size: Average 1.42, Minimum 1.23, Maximum 1.58
 - Uniformity of coefficient: Average 1.31, Minimum 1.21, Maximum 1.52
- Most filters showed signs of bed disturbance



Strategic Plan Nexus

- This project supports SCV Water's Strategic Plan B.2 - Plan and Budget for Long-Term Replacements and Improvements and D.1.1 - Meet all applicable Water Quality Regulations



Bid Results & Financial Considerations

Item	ERS	GSE	Pac-Hydro
Supply, remove, replace anthracite media, support gravel, disposal of media offsite, and inspection of underdrains at ESFP	\$184,770	\$177,400 (Labor Only, disposal of media to be spread onsite by GSE)	No bid submitted
Supply, remove, replace anthracite media, support gravel, disposal of media offsite, and inspection of underdrains at RVWTP	\$184,770	\$177,400 (Labor Only, disposal of media to be hauled offsite by GSE)	No bid submitted
Contingency for Repairs of underdrains	\$20,000		No bid submitted
TOTAL	\$389,540	\$354,800	No bid submitted

- Lowest Responsible Bid is \$389,540 by ERS Industrial Services, Inc.
- Project Funds were approved in FY 2022/2023 Budget

Recommendations

- That the Engineering & Operations Committee recommends that the Board of Directors authorize the General Manager to enter into contract with ERS Industrial Services, Inc., for the Filter Media Replacement Project in the amount of \$389,540.




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COMMITTEE MEMORANDUM

DATE: February 14, 2023

TO: Engineering and Operations Committee

FROM: Keith Abercrombie 
Chief Operating Officer

SUBJECT: Recommend Approval of the Replacement of 1,155 meters as part of the AMI Meter Replacement Program

SUMMARY

In 2022, SCV Water received a Federal Bureau of Reclamation Water Smart Water-Energy Grant (WEEG) for an Automated Metering Infrastructure (AMI) project. This project consists of installing approximately 20,000 AMI meters during the grant funding period of July 1, 2022 through June 30, 2025. This request is for the installation of 1,155 meters in the Tesoro area and is the second phase of the overall AMI project.

DISCUSSION

In 2021, staff applied for a Federal Bureau of Reclamation Water Smart Water-Energy Grant (WEEG) for an Automated Metering infrastructure project and was awarded a \$2,000,000 grant in May 2022. The grant funding period is from July 1, 2022, through June 30, 2025 and more than 5,000 of the approximately 20,000 meters to be installed as part of the grant, have already been installed. The 20,000 meters and associated infrastructure (base stations, antennas, etc) will be installed by both staff and contract labor. The first 5,000 meters were replaced with contract labor.

Each legacy retail water provider made a commitment to migrate their metering systems to AMI. The formation of SCV Water and the current WEEG funding has helped speed up this process. The installation of the initial 5,000 meters was publicly bid through Planet Bids and a contract was awarded to the lowest responsible bidder, Golden Meter Service, Inc.

Staff prepared and issued a Request for Proposal for this second phase to install 1,155 meters and was publicly bid on Planet Bids on January 4, 2023, in accordance with the Purchasing Policy. SCV Water’s staff estimate for replacing 1,155 meters was \$115,500. This estimate is based on standard prevailing wage rates, expected time for a meter replacement and 25% overhead.

On January 30, 2023, staff received bids from one contractor, Golden Meter Service, Inc.

CONTACTOR	BID AMOUNT
GOLDEN METER SERVICE, INC.	\$116,602.00

Staff reviewed the bid and recommends awarding the contract to Golden Meter Service, Inc. as the lowest responsible bidder.

STRATEGIC PLAN NEXUS

This project supports SCV Water's Strategic Plan B.2 – Plan and Budget for Long-Term Replacements and Improvements, B.2.1.7 – Conduct Meter Replacement Program.

FINANCIAL CONSIDERATIONS

Funds for this project are included in the approved FY21/22 & FY22/23 two-year Capital Improvement Meter Replacement Budget.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to enter into a contract with Golden Meter Service, Inc. in the amount of \$117,000 to replace approximately 1,155 meters as part of the AMI Meter Replacement Program.

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March 2, 2023

Automated Metering Infrastructure WEEG Grant (2022-2025)

Engineering and Operations
Committee Meeting

What is AMI?

- Automated Metering Infrastructure
- AMI allows meters to be read without the need for field labor (walking/driving)
- A series of towers, base stations, and repeaters provide a constant stream of data collection

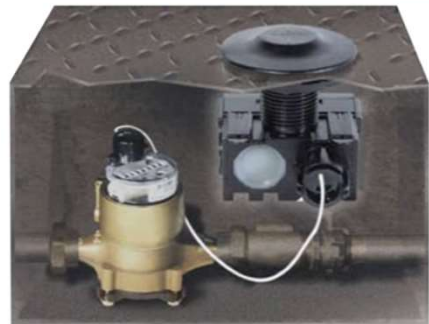


What types of meters does SCV Water currently have?

Meter Read Type	Number of Meters
Manual	0
AMI	~30,000
AMR	~44,000



Meter Reading Equipment



WEEG?

- Federal Bureau of Reclamation Water Smart Water-Energy Grant (WEEG)
- Installation and conversion of more than 25,000 AMI compatible meters
- Grant period July 2022 - June 2025



AMI Grant Phases

- Phase 1 completed January 2023
 - Northbridge, North Park and various other areas
 - Converted remaining ~5,000 walking meter routes
- Phase 2 Tesoro del Valle
 - Approximately 1,155 meters to be converted
- Eastern Canyon Country
 - Approximately 200 converted and ~2,000 remaining
- Identifying areas for Phases 3 & 4



Meter Replacement Bids

- An RFP was publicly bid through Planet Bids on January 4, 2023.
- One bid was received on January 30, 2023.

Contractor	Bid Amount
Golden Meter Service, Inc.	\$116,602

Operation's estimate was \$115,500

- Staff reviewed the bid and recommends awarding the contract to Golden Meter Service, Inc. as the lowest responsible bidder.



Strategic Plan Nexus

- This project supports SCV Water's Strategic Plan B.2 - Plan and Budget for Long-Term Replacements and Improvements, B.2.1.7 - Conduct Meter Replacement Program



Financial Considerations

- Funds for this project are included in the approved FY22 & FY23 two-year Capital Improvement Meter & Meter Infrastructure Improvements Budget



Recommendation

- That the Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to enter into a contract with Golden Meter Service, Inc. in the amount not to exceed \$117,000 to replace approximately 1,155 meters as part of the AMI Meter Replacement Program.






COMMITTEE MEMORANDUM

DATE: February 14, 2023

TO: Engineering and Operations Committee

FROM: Keith Abercrombie 
Chief Operations Officer

SUBJECT: Recommend Approval of Adopting a Resolution Awarding a Contract for Pump and Motor Improvements at Wells N7 and N8

SUMMARY

The N-Wells Treatment Facility located at the 23503 Valencia Blvd., Santa Clarita, CA 91355 was selected by Santa Clarita Valley Water Agency to remove per- and polyfluoroalkyl substances (PFAS) and Perchlorate from groundwater extracted by wells N, N7 and N8. This was the first Ion Exchange PFAS Treatment Facility in the State of California. All three wells (N drilled in 1936 and N7, N8 drilled in 2003) are completed in the alluvial aquifer. The N-Wells Treatment Facility was completed in 2020 and has treated more than 10,000 acre-feet of water. To expedite the returning of these groundwater wells back into service, upgrades to the wells N7 and N8 pump and motors were postponed. By completing the upgrades of these wells, operations will be able to maximize and better control the flow rates through the ion exchange treatment system.

DISCUSSION

Staff recommends upgrading Well N7 and Well N8 pump and motors to accommodate the new total dynamic head at the N-Wells Treatment Facility. The current average flow of wells N, N7 and N8 is approximately 3200gpm. The N-Wells Treatment Facility is permitted and designed to pump up to 6250 gpm. Upgrading the well pump and motors of N7 and N8 will provide operational flexibility and the ability to achieve the maximum flow rate of 6,250 gpm through the treatment process and improve power efficiency. The project also includes upgrading to a Variable-Frequency Drive (VFD), which allows for more effective control of flows and pressures throughout the treatment process. Upgrading these two wells will provide the ability to operate the treatment system within the minimum and maximum operating ranges and to better match demand variability.

Staff received estimates from three (3) qualified contractors and recommends awarding the contract to Tekdraulics as the lowest responsible bidder in the amount of \$323,384.39.

Staff also recommends awarding the contract to Royal Industrial Solutions in the amount of \$240,774.00. The VFD is a standardized product used at numerous facilities throughout our service area and can only be purchased through Royal Industrial Solutions as authorized dealer for Rockwell Automation.

Bid results are as follows:

Contractor/Pump & Motor	Bid Amount
Tekdraulics	\$323,384.39
Pumptech, Inc	\$327,700.00
Layne	\$591,422.00
Contractor / VFD	Bid Amount
Royal Industrial Solutions	\$240,774.00

STRATEGIC PLAN NEXUS

This project supports Santa Clarita Valley Water Agency's Strategic Plan B.5.1 – Maintain all facilities and appurtenances in a consistent fashion to achieve operational efficiency and functionality and D.1.1 – Meet all applicable water quality regulations.

FINANCIAL CONSIDERATIONS

Funding for the Wells N7 and N8 Pump and Motor Improvements are provided through the CIP Wells and Wells Facility Improvement budget and is included in the FY202/23 Budget.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors adopts the attached resolution awarding contracts for the Pump and Motor Improvements at Wells N7 and N8 Project to Tekdraulics for \$323,384.39 and Royal Industrial Solutions for \$240,774.00.

Attachment

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RESOLUTION NO. SCV-_____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AWARDING A CONTRACT TO TEKRAULICS AND
ROYAL INDUSTRIAL SOLUTIONS FOR THE
PUMP AND MOTOR IMPROVEMENTS AT WELLS N7 AND N8**

WHEREAS, all bid proposals submitted to the Santa Clarita Valley Water Agency (Agency) pursuant to the Agency's specifications for the pump and motor improvements at Wells N7 and N8, were received at the Agency's offices, in full accordance with the law and the Agency's customary procedures; and

WHEREAS, this project supports the Agency's Strategic Plan B.5.1 – Maintain all facilities and appurtenances in a consistent fashion to achieve operational efficiency and functionality and D.1.1 – Meet all applicable water quality regulations; and

WHEREAS, the Board of Directors finds, after considering the opinion of staff, that the total bid of Tekdraulics for \$323,384.39 is the lowest responsible bid of three bids submitted, and that said bid substantially meets the requirements of said contract documents; and

WHEREAS, the Agency's standardized its electrical systems around Rockwell Automation's platform which provides for consistency and compatibility, reduces training costs and reduces inventory and storage costs; and

WHEREAS, the only authorized Rockwell distributor in the Santa Clarita Valley area is Royal Industrial Solutions; and

WHEREAS, the Agency's Purchasing Policy and Bidding Policy allows for a sole source contract upon Board approval when a specific brand is the only article that will properly meet the Agency's needs and the item is one for which comparable quotations from multiple vendors cannot be secured.

NOW THEREFORE, BE IT RESOLVED, that the conditions in the Purchasing and Bidding Policy that are required in order to proceed with a purchase of this magnitude on a sole source basis are found to exist in this instance.

RESOLVED FURTHER that the Agency's General Manager or its President and Secretary are thereupon authorized, upon receipt of appropriate payment and performance bonds, appropriate certificates of insurance and an executed Contract Agreement from Tekdraulics for \$323,384.39 and Royal Industrial Solutions for \$240,774.00, all of which must be approved by General Counsel, to execute the said Contract Agreement on behalf of the Agency.

RESOLVED FURTHER that the Agency's General Manager or Chief Operating Officer are thereafter authorized to execute and forward to Tekdraulics and Royal Industrial Solutions the appropriate Notices to Proceed.

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March 2, 2023

Pump and Motor Improvements at Wells N7 and N8

Engineering and Operations
Committee Meeting

N Wells Field Treatment Facility

- The first ion exchange (IX) PFAS Treatment Facility in CA
- Ultimate maximum capacity up to 6,250 gpm
- Current maximum approximately 3,200 gpm



N Wells (N, N7 and N8)

Wells	Year Drilled	Capacity (gpm)
N	1936	1,250
N7	2003	2,500
N8	2003	2,500



Wells N7 and N8 Improvements

- Pump, Motor and VFD Improvements
- Ability to efficiently operate at maximum capacity
- Ability to adjust flow rates based on pressure and desired rates



N Wells Project Estimates

- Pump and motor estimates

Contractor - Pump/Motor	Bid Amount
Tekdraulics	\$323,384.39
Pumptech, Inc.	327,700.00
Layne	\$591,422.00

- Variable Frequency Drive (sole sourced) estimate

Supplier - VFD	Bid Amount
Royal Industrial Solutions	\$240,774.00



Strategic Plan Nexus

- This project supports SCV Water's Strategic Plan B.5.1 - Maintain all facilities and appurtenances in a consistent fashion to achieve operational efficiency and functionality and D.1.1 - Meet all applicable water quality regulations



Financial Considerations

- Funds for this project are included in the approved FY22 & FY23 two-year Capital Improvement Wells and Well Facility Improvement budget.



Recommendation

- That the Engineering and Operations Committee recommends that the Board of Directors adopts the attached resolution awarding contracts for the Pump and Motor Improvements at Wells N7 and N8 Project to Tekdraulics for \$323,384.39 and Royal Industrial Solutions for \$240,774.00.





COMMITTEE MEMORANDUM

DATE: February 10, 2023

TO: Engineering and Operations Committee

FROM: Courtney Mael, P.E. *CM*
Chief Engineer

SUBJECT: Recommend Authorizing the General Manager to Execute a Purchase Order Amendment to Hazen and Sawyer, Inc., for Additional Engineering Services for the New T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and Disinfection Facility at the Existing Rio Vista Intake Pump Station For Which the Project is Exempt From CEQA Pursuant to CEQA Guidelines Section 15301

SUMMARY

Staff recommends authorization for the General Manager to execute a purchase order amendment to Hazen and Sawyer, Inc., for additional engineering services for the proposed Per- and Polyfluoroalkyl Substances (PFAS) groundwater treatment improvements for the existing T7, U4 and U6 Wells, Volatile Organic Compounds (VOC) groundwater treatment for the existing Saugus 1 and 2 Wells, and a new disinfection facility to be located at Santa Clarita Valley Water Agency's (SCV Water) existing Rio Vista Intake Pump Station (RVIPS) facility.

DISCUSSION

SCV Water has initiated final engineering for three (3) major SCV Water Capital Improvement Projects (CIP) to be constructed as one project at the existing Rio Vista Intake Pump Station facility, located at 25401 Bouquet Canyon Road. The three (3) main project components include the following:

1. A new Ion Exchange PFAS groundwater treatment system and piping to treat water from the existing T7, U4 and U6 Wells.
2. A new Granular Activated Carbon (GAC) VOC groundwater treatment system and piping to treat raw water from existing Saugus 1 and Saugus 2 Wells.
3. A new disinfection facility, including a liquid ammonium sulfate feed system and an on-site sodium hypochlorite generation system, to disinfect water from the existing T7, U4, U6, Q2, Saugus 1 and Saugus 2 wells.

On March 1, 2022, the Santa Clarita Valley Water Agency Board of Directors approved a purchase order to Hazen & Sawyer, Inc., in the amount of \$898,833, for final design and completion of the project's construction documents. Since then, Hazen and Sawyer, Inc., has completed a 75% design level plan set, specifications and cost estimates.

The original scope of work included the design and plan preparation for a new disinfection facility based on a “Site Analysis and Preliminary Engineering Design” that was prepared by Hazen and Sawyer, Inc., in March of 2021. The new centralized disinfection system is proposed to disinfect treated water from the existing, T7, U4, U6, Q2, Saugus 1 and Saugus 2 Wells and improve overall operation and cost efficiency. The new facility will ultimately replace the existing disinfection system, consisting of a bulk sodium hypochlorite and ammonium hydroxide storage tanks, located in separate covered shed structures at the RVIPS. To maintain uninterrupted disinfection of production water from the Q2 and the Saugus 1 and Saugus 2 Wells, a portion of the existing chemical feed system, along with temporary chemical tanks, were to be utilized during construction of the new disinfection facility. The new disinfection chemical tanks and metering pumps were designed to be in separate building structures due to limited available space and site constraints at the RVIPS property.

To eliminate the need of a temporary disinfection facility, staff is evaluating alternate temporary disinfection methods for the Q2 and Saugus 1 and Saugus 2 Wells. Staff is currently working with the Department of Drinking Water (DDW) to confirm that the temporary disinfection facility can be omitted from the project scope, while the new facility is under construction.

To maximize available space and improve vehicular circulation and access within the RVIPS facility, staff has requested that an alternate building design be developed to consolidate the new disinfection system tanks and feeder pumps in a single enclosed building to be located at the northwest corner of the RVIPS property. The liquid ammonium sulfate tank and feed system will be contained in a separate room from the on-site sodium hypochlorite generation, tank and feed system, while allowing easy access for truck delivery and handling of chemicals.

Additional drainage piping will also be included in the new scope of work to address existing onsite drainage deficiencies and provide a discharge source for the existing Saugus 1 and 2 Wells perchlorate treatment vessels.

Hazen and Sawyer, Inc. has submitted a change order in the amount of \$127,608 to prepare final design plans and specifications for the revised disinfection building and site drainage improvements. SCV Water’s Purchasing Policy requires Board approval for the change order amount of \$37,725 that exceeds 10% (\$89,833) of the original \$898,833 professional services contract amount. Staff is requesting an additional \$25,000 contingency allowance for minor unforeseen design changes that may arise during the completion of final design. Accordingly, staff is seeking Board approval for additional services in the not-to-exceed amount of \$62,725.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION

Based on the preliminary project design and anticipated final design, and because the project construction is a minor alteration of existing facilities limited to construction within the Agency’s existing property, construction and operation of this project is found to be categorically exempt under the provisions of CEQA and the State CEQA Guidelines as described below:

- The project, aka the whole of the action, qualifies for an exemption under CEQA guidelines section 15301 Class 1 Existing Facilities because it is a minor alteration of an existing public facility and it concerns proposed new mechanical equipment involving

negligible or no expansion of use, i.e., no additional extraction of water, beyond that existing at the time of the lead agency's determination.

- None of the exemptions listed in Section 15300.2 of the CEQA Guidelines would apply to the action.

STRATEGIC PLAN NEXUS

This project helps meet SCV Water's objective and Strategic Plan Objective D.2: "Proactively install, operate, and maintain groundwater treatment infrastructure to avoid impacts on water supply reliability (e.g. VOCs, perchlorate, PFAS, etc.)."

FINANCIAL CONSIDERATIONS

The total estimated final engineering costs are anticipated to be \$1,051,411. A design budget of \$1,400,000 has been allocated in the SCV Water FY2022/23 Capital Improvements Projects budget. The project will be funded by SCV Water's Pay-Go budget. Funding for the construction of the project, expected to commence in the 3rd quarter of 2023, will be included in the upcoming FY 2023/24 CIP budget.

Cost recovery related to the design and construction of the VOC treatment system and appurtenances for the Saugus 1 and Saugus 2 Wells are contingent upon the outcome of the pending litigation with Whittaker Corporation. All costs related to the VOC treatment system will be tracked separately from costs related to the T & U Well PFAS treatment system and new disinfection facility.

Staff is currently pursuing a \$5 million grant and low interest (0-2.1%) loan with the State Water Resources Control Board to assist in funding (State Revolving Funds) the T & U Wells PFAS treatment system and new disinfection facility components as part of the Los Angeles Residential Community (LARC) consolidation incentive funds.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to execute a purchase order amendment to Hazen and Sawyer, Inc., in the not-to-exceed amount of \$62,725, for additional engineering services for the proposed T7, U4 and U6 Wells PFAS groundwater treatment improvements, Saugus 1 and 2 Wells Volatile Organic Compounds (VOC) groundwater treatment improvements and a new disinfection facility to be located at Santa Clarita Valley Water Agency's existing Rio Vista Intake Pump Station facility, for which the project is exempt from CEQA pursuant to CEQA Guidelines Section 15301.

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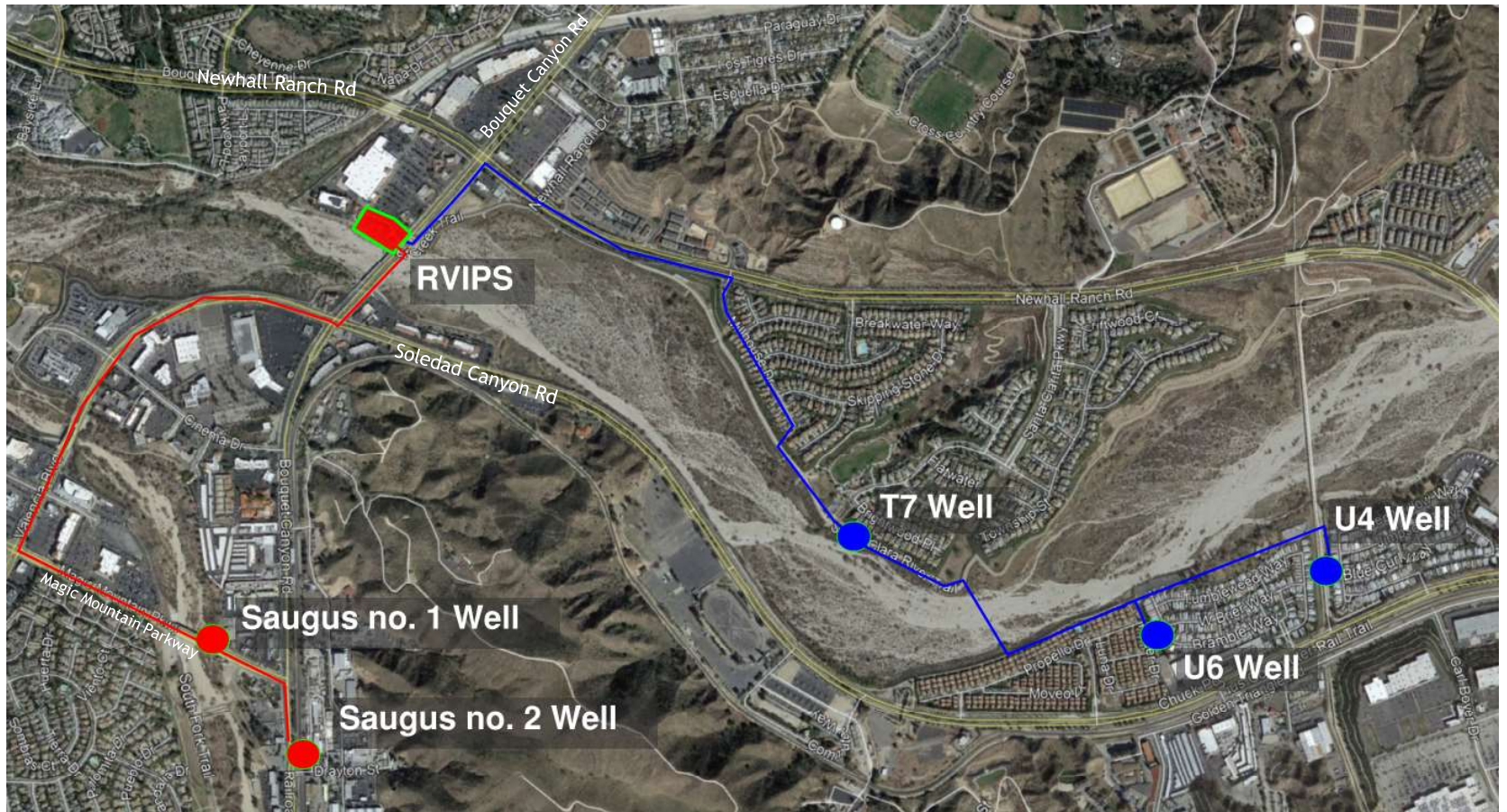
March 2, 2023

T & U Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and New Disinfection Facility at the Existing Rio Vista Intake Pump Station

Approval of a Work Authorization for Design Change Order No. 1

**Engineering and Operations
Committee Meeting**

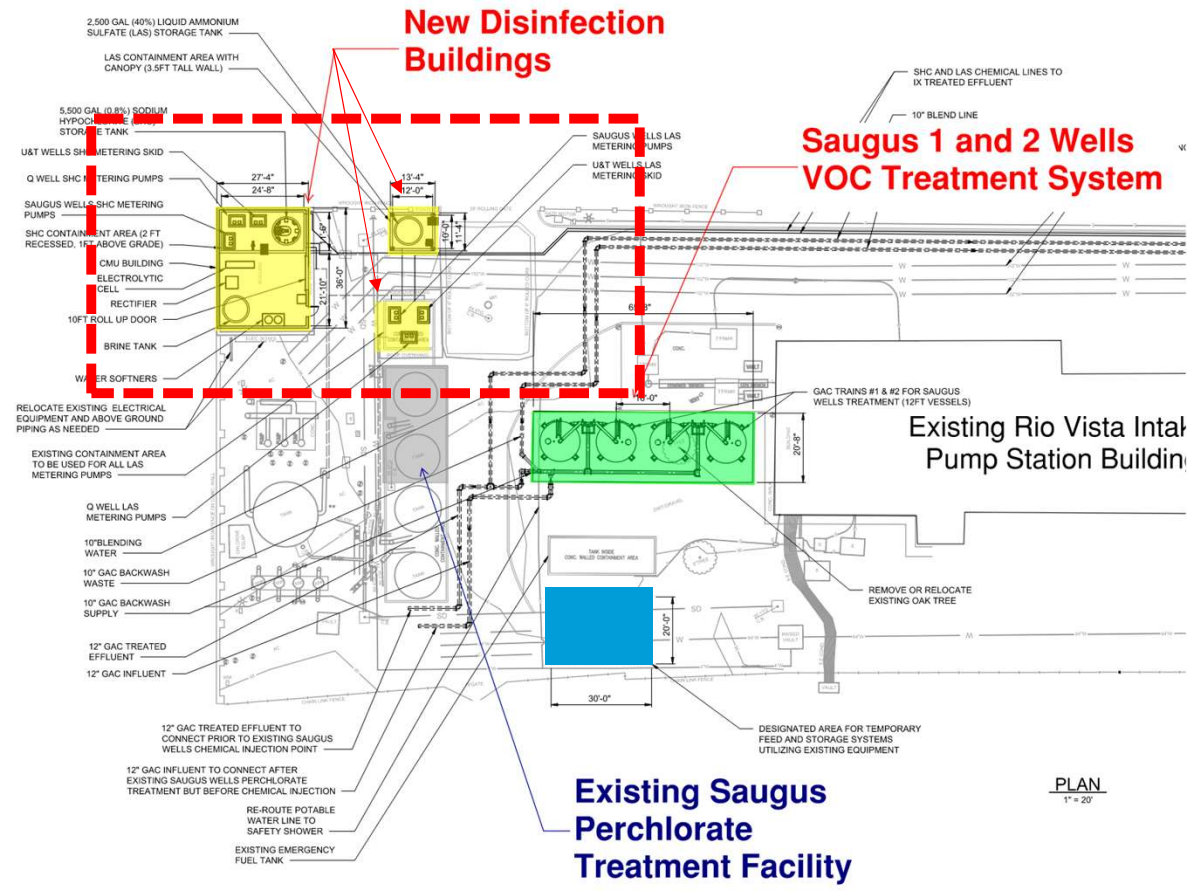
Facilities Vicinity Map



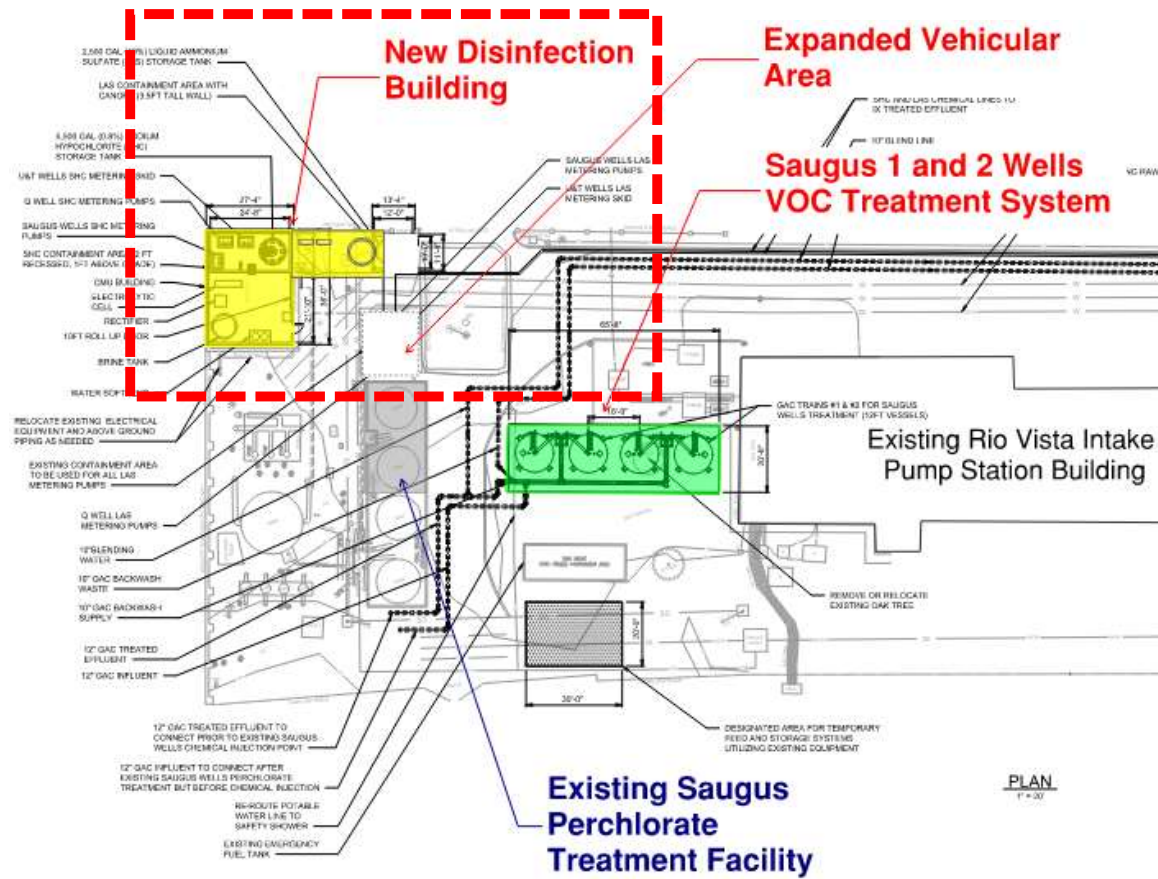
Rendering of Proposed Improvements at RVIPS



Preliminary Site Plan of Proposed Improvements



Revised Site Plan of Proposed Improvements



Additional Engineering Services

Change Order No. 1 Scope of Work

- Additional final engineering for a consolidated LAS and hypochlorite generation storage and feed system building.
- Design of a new site drainage system and discharge pipeline for the existing Saugus 1 and 2 Wells Perchlorate Treatment System.

Benefits to SCV Water

- Consolidates liquid ammonium sulfate and sodium hypochlorite storage and metering pumps into one building with proper containment.
- Provides additional space and improves vehicular circulation.
- Improves site drainage and provides discharge source for SPTF vessels.

Meets Strategic Plan Objective D.2: “Proactively install, operate, and maintain groundwater treatment infrastructure to avoid impacts on water supply reliability (e.g. VOCs, perchlorate, PFAS, etc.).”



Design Project Budget

Scope of Work	Authorized Final Design Fee	Additional Design Fees (Requires Board Approval)
Original Design Contract Amount	\$898,833	
Change Order- 10% allowance	\$89,883	
*Additional Funds Needed for Change Order 1	-	\$37,725
Design Contingency Allowance	-	\$25,000
Total Additional Funds Request	\$62,725	\$62,725
TOTAL DESIGN SERVICES	\$1,051,441	

*Based on \$127,608 Change Order No. 1 from Hazen and Sawyer

- 1) FY 2022/23 CIP Budget for Design is \$1,400,000.
- 2) Potential Funding available through grant or zero/low interest loan by SWRCB State Revolving Fund (LARC Incentive) and the Emerging Contaminants Funding Program.
- 3) Potential cost recovery pending litigation with Whittaker Corporation

Total Estimated Construction Budget (FY23/24): \$14.1 Million

*Based on Engineer's Cost Estimate

Project Schedule

- **Estimated Final Design Timeline**

- Engineering and Operations Approval March 2, 2023
- Board of Director's Approval April 4, 2023
- Complete Final Design August 31, 2023

- **Estimated Construction Award Timeline**

- Public Bidding October 27, 2023
- E&O Approval December 7, 2023
- Board of Director's Approval January 2, 2024
- Start Construction February 5, 2024
- Substantial Completion May 30, 2025



Project Recommendation

That the Engineering and Operations Committee recommends that the Board of Directors:

- Authorize the General Manager to execute a purchase order amendment to Hazen and Sawyer, Inc., in the not-to-exceed amount of \$62,725, for additional engineering services for the proposed T7, U4 and U6 Wells PFAS groundwater treatment improvements, Saugus 1 and 2 Wells Volatile Organic Compounds (VOC) groundwater treatment improvements and a new disinfection facility to be located at Santa Clarita Valley Water Agency's existing Rio Vista Intake Pump Station facility, for which the project is exempt from CEQA pursuant to CEQA Guidelines Section 15301



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COMMITTEE MEMORANDUM

DATE: February 16, 2023
TO: Engineering and Operations Committee
FROM: Courtney Mael, P.E. *CM*
 Chief Engineer
SUBJECT: Recommend Approval of (1) Adopting a Resolution for a Construction Contract with J Vega Engineering, Inc., (2) a Purchase Order to Filippin Engineering for Construction Management and Inspection Services for the Dickason Water Line Improvements Project and (3) Finding that the Contract Agreement is Exempt from CEQA Pursuant to CEQA Guidelines Section 15282, and Alternatively, Section 15302

SUMMARY

SCV Water is planning to replace the 14” Polyvinyl Chloride (PVC) Pipe on Dickason Drive with a 16” Ductile Iron Pipe (DIP) as part of the Pipeline Replacement Program. The site construction work for the Dickason Water Line Improvements Project was advertised, and bids have been received. Staff is recommending award of a construction contract to J Vega Engineering, Inc. Staff is also recommending approval of a purchase order to Filippin Engineering for construction management and inspection services.

DISCUSSION

SCV Water is planning to replace the water line on Dickason Drive due to past pipeline breaks. This project is located on Dickason Drive between Smyth Drive and Decoro Drive near Valencia High School. The proposed project replaces approximately 2,100 feet of aging 14” PVC pipe with 16” DIP. This project would help reduce water line breaks in this area, help with the overall maintenance workload, and provide safe and reliable source of water to our customers in this area.

The construction bid solicitation was advertised starting on November 23, 2022 in accordance with the SCV Water Purchasing Policy, with notices in *The Signal* on three (3) different dates and on the Agency’s website. On February 1, 2023, two (2) construction bids were electronically received and opened. A summary of the bids is presented below:

Bidder	Bidder Office Location	Total Bid Price
J Vega Engineering, Inc.	Camarillo, CA	\$1,909,510.50
Cedro Construction, Inc.	Santa Paula, CA	\$2,288,849.62

The apparent lowest responsive bid is from J Vega Engineering, Inc. for a total of \$1,909,510.50. The engineer’s estimate for the project is \$1,931,000. J Vega Engineering, Inc. is a licensed contractor and is registered with the Department of Industrial Relations. Staff is recommending award of a construction contract to J Vega Engineering, Inc.

On April 13, 2022, staff issued a Request for Proposal (RFP) to several of SCV Water’s on-call

consultants for construction management and inspection services for the Dickason Drive Water Line Improvements Project. On May 10, 2022, staff received proposals from two (2) consultants: Filippin Engineering, Inc. and MWH Constructors, Inc.

The proposals were reviewed and evaluated by staff from Engineering and Operations and Maintenance. The evaluation team reviewed the proposals based on the qualifications-based selection procedure applying the following criteria: responsiveness (conformance and compliance) to the RFP requirements, project understanding, responsibility (resources/ capability/ qualifications/ availability) to perform the work, scope of work, and schedule. The evaluation team selected Filippin Engineering as the firm to provide the construction management and inspection services for the Dickason Drive Water Line Improvements Project.

CEQA DETERMINATION

The proposed action today is authorizing the construction for the Dickason Drive Water Line Improvements Project. The whole of the action also includes construction of the water distribution line and operation of the project. The term "project" in CEQA refers to the whole of an action and to the underlying activity being approved, not to each governmental approval. (CEQA Guideline §15378(a), (c)–(d).) This definition ensures that the action reviewed under CEQA is not the approval itself but the development or other activities that will result from the approval. Therefore, the project is subject to CEQA.

Based on the final design, and because the project construction is a water line replacement limited to construction within City of Santa Clarita Rights-of-Way, construction and operation of this project is found to be categorically exempt under the provisions of CEQA and the State CEQA Guidelines as described below:

- The project, aka the whole of the action, qualifies for an exemption under CEQA guidelines Section 15282, Section (k), the maintenance of existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.
- The project also qualifies for an exemption under CEQA guidelines Section 15302, Replacement or Reconstruction, Class 2 consists of replacement of existing utility systems where the new structures will be located on the same site as the structures replaced and will have substantially the same purpose and capacity as the structure replaced and involves negligible or no expansion of use.
- None of the exceptions listed in Section 15300.2 of the CEQA Guidelines would apply to the action.

STRATEGIC PLAN NEXUS

This project helps meet SCV Water's objective and Strategic Plan Objective B.2.1: "Update and carryout capital projects related to water system reliability and sustainability."

FINANCIAL CONSIDERATIONS

The project is included in the SCV Water's FY 2022/23 Capital Improvement budget for the Dickason Drive Water Line Improvements Project. The project's total estimated cost, including

planning, design, construction management and inspection, construction, and miscellaneous costs, is approximately \$2,700,000. J Vega Engineering, Inc.'s bid is \$1,909,510.50.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors approve (1) adopting the attached resolution for a construction contract with J Vega Engineering, Inc. in an amount not to exceed \$1,909,510.50, (2) authorization for the General Manager to execute a purchase order with Filippin Engineering for an amount not to exceed \$300,000 for construction management and inspection services for the Dickason Drive Water Line Improvements Project and (3) finding that it is exempt from CEQA pursuant to CEQA Guidelines Section 15282, and alternatively, exempt from CEQA under CEQA Guidelines Section 15302.

Attachment

M65

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RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AWARDING A CONSTRUCTION CONTRACT TO J VEGA ENGINEERING, INC.,
AND AUTHORIZING A CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES PURCHASE ORDER TO FIPPIN ENGINEERING, INC. AND
FINDING THE DICKASON DRIVE WATER LINE IMPROVEMENTS PROJECT
EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15282, AND
ALTERNATIVELY, SECTION 15302**

WHEREAS, Santa Clarita Valley Water Agency (Agency) determined that water lines will be replaced per the pipeline replacement program priority list; and

WHEREAS, the Dickason Drive Water Line Improvements is an important component of the Pipeline Replacement Program; and

WHEREAS, the Agency, as the CEQA Lead Agency, will be filing a Notice of Exemption with the Los Angeles County Clerk's Office, the Ventura County Clerk's Office, and the State Clearinghouse; and

WHEREAS, the project, aka the whole of the action, qualifies for an exemption under CEQA guidelines Section 15282, Section (k), the maintenance of existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length; and

WHEREAS, the project, aka the whole of the action, also qualifies for an exemption under CEQA guidelines section 15302 Class 2, Replacement or Reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; and

WHEREAS, all bid proposals submitted to the Agency pursuant to the Agency's specifications (Project No. 2301158) for procurement of the Dickason Drive Water Line Improvements, as amended by Addenda, were publicly opened electronically on the Agency's bid website page on PlanetBids on Wednesday, February 1, 2023 at 2:00 p.m., in full accordance with the law and the Agency's customary procedures; and

WHEREAS, the Board of Directors finds, after considering the opinion of staff, that the total bid of J Vega Engineering, Inc. in the amount of \$1,909,510.50 is the lowest responsible bid of two (2) bids submitted, and that said bid substantially meets the requirements of said materials purchase contract documents as amended by Addenda; and

WHEREAS, it is in the Agency's best interest that the Board of Directors, on behalf of the Agency, authorize its General Manager to accept the \$1,909,510.50 bid from J Vega Engineering, Inc.; and

WHEREAS, on May 10, 2022, proposals from two (2) consultants were electronically received on the Agency's website page on PlanetBids pursuant to the Agency's construction management and inspection services Request for Proposals (RFP) for the Dickason Drive Water Line Improvements project; and

WHEREAS, it is in the Agency's best interest that the Board of Directors, on behalf of the Agency, authorize its General Manager to authorize a purchase order in the amount not-to exceed \$300,000 to Filippin Engineering, Inc. for construction management and inspection services for Dickason Drive Water Line Improvements project.

NOW, THEREFORE, BE IT RESOLVED, that the Agency's Board of Directors authorize its General Manager to accept J Vega Engineering's bid and does therefore authorize the Agency's General Manager or its Chief Engineer to issue a Notice of Award to J Vega Engineering, Inc., hereby found to be the "lowest responsive responsible bidder" for the Dickason Drive Water Line Improvements Project for the total sum of \$1,909,510.50.

RESOLVED FURTHER that the Agency's General Manager or its President and Secretary are thereupon authorized, upon receipt of appropriate payment and performance bonds, appropriate certificates of insurance and an executed Contract Agreement from J Vega Engineering, Inc., all of which must be approved by General Counsel, to execute the said Contract Agreement on behalf of the Agency.

RESOLVED FURTHER that the Agency's General Manager or Chief Engineer are thereafter authorized to execute and forward to J Vega Engineering, Inc. an appropriate Notice to Proceed.

RESOLVED FURTHER that the Santa Clarita Valley Water Agency's Board of Directors authorize its General Manager to issue a purchase order to Filippin Engineering, Inc. for construction management and inspection services for Dickason Drive Water Line Improvements project for an amount not-to-exceed \$300,000.

RESOLVED FURTHER that the Agency's Board of Directors finds the contract agreement exempt from CEQA pursuant to CEQA Guidelines Section 15282, and alternatively, exempt from CEQA under CEQA Guidelines Section 15302.

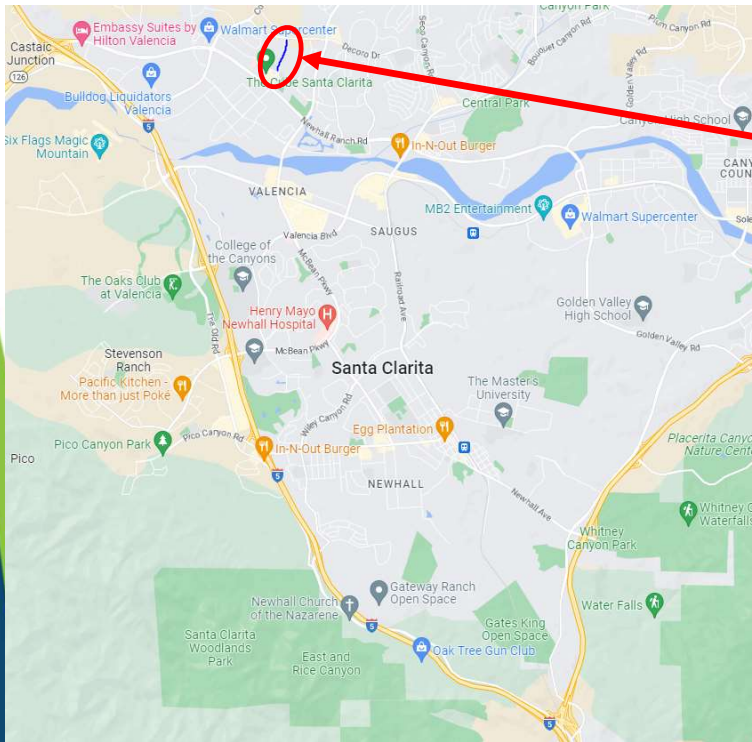


March 2, 2023

Dickason Drive Water Line Improvements Project

Engineering and Operations
Committee Meeting

Dickason Drive Water Line Improvements Project Location Map



Dickason Drive Water Line Improvements Project

- Replace the 14” Polyvinyl Chloride (PVC) Pipe on Dickason Drive with a 16” Ductile Iron Pipe (DIP) as part of the Pipeline Replacement Program
- Pipeline projects are prioritized based on past breaks, location/ consequence of failure etc.
- The proposed project replaces approximately 2,100 feet of aging 14” PVC pipe with 16” DIP.

STRATEGIC PLAN NEXUS

This project helps meet SCV Water’s objective and Strategic Plan Objective B.2.1: “Update and carryout capital projects related to water system reliability and sustainability.”

Dickason Drive Water Line Improvements Project Bid Opening Results

- Staff advertised project on PlanetBids from November 23 to February 1, 2023
- Project was advertised in the Signal on November 25, December 3 and 10, 2022
- Bids were electronically opened on February 1, 2023

Bidder	Bidder Office Location	Total Bid Price
J Vega Engineering, Inc.	Camarillo, CA	\$1,909,510.50
Cedro Construction, Inc.	Santa Paula, CA	\$2,288,849.62

J Vega Engineering, Inc. was determined to be the lowest responsive responsible bidder.

*Engineer's Estimate \$1,931,000

Dickason Drive Water Line Improvements Project Construction Management & Inspection Services

- April 13, 2022: Request for Proposals (RFP) on PlanetBids advertised
- May 10, 2022: Two (2) proposals received
 - Filippin Engineering, Inc.
 - MWH Constructors, Inc.
- Evaluation Team: Engineering, Operations & Maintenance
- Selection based on the following:
 - Responsiveness (conformance and compliance) to the RFP requirements
 - Project understanding
 - Responsibility
 - Scope of Work
 - Schedule



Dickason Drive Water Line Improvements Project Project Schedule

- Construction Award Phase:
 - March 2, 2023: Engineering and Operations Committee
 - March 21, 2023: Board Meeting
- Construction Phase:
 - April 6, 2023: Notice to Proceed
 - April 2023 to October 2023: Construction
 - 180 calendar days



Dickason Drive Water Line Improvements Project Recommendation

That the Engineering and Operations Committee recommends that the Board of Directors:

- 1) Adopt the attached resolution for a construction contract with J Vega Engineering, Inc. in an amount not to exceed \$1,909,510.50
- 2) Authorize the General Manager to execute a work authorization with Filippin Engineering for an amount not to exceed \$300,000 for construction management and inspection services for the Dickason Drive Water Line Improvements project.
- 3) Find the Contract Agreement exempt from CEQA pursuant to CEQA Guidelines Section 15282, and alternatively, exempt from CEQA under CEQA Guidelines Section 15302



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COMMITTEE MEMORANDUM

DATE: February 16, 2023

TO: Engineering and Operations Committee

FROM: Courtney Mael, P.E. *CM*
Chief Engineer
Mike Alvord *MA*
Director of Operations and Maintenance

SUBJECT: Discussion of Staffing Considerations

SUMMARY

Staff will be presenting a report on consideration of additional staffing for the Engineering Services Section and Treatment, Distribution, Operations and Maintenance department. Staffing requests will be included in the two-year FY 2023/24 and FY 2024/25 budgeting process.

DISCUSSION

Staff has reviewed the department staffing needs and determined that the Agency would benefit from some additional staff. The needs and benefit for the different requested positions are detailed below.

Engineering Services Section

New Inspector

The Agency after the merger had five (5) inspectors plus the inspection supervisor. Approximately two (2) years ago there was a vacancy in the inspection department and rather than fill the position at that time it was reclassified as a Right of Way Agent. We have continued to use consultants for the inspection duties required for the Development and Capital Improvement Program (CIP) projects to cover the gap left by the 5th inspector. Replacing the missing inspector would allow the Agency to use in house staff to cover some of the inspection needs of our CIP projects. Using consultants for CIP projects typically costs between \$300,000 to \$400,000 for a 6-month project. The new position would be approximately \$160,000 annually including benefits. Using in house inspection could save the Agency \$300,000 or more annually verses using consultants. This position would be 70% billable to either CIP projects or Developer projects.

New Engineer

The Development group is currently managing over eighty (80) projects ranging in size from \$25,000 to over \$15 million dollars, with a total construction cost for all eighty (80) projects at over \$150 million. This amount is excluding Five Point Development. We currently have one (1) Principal Engineer and two (2) senior engineers that serve as full time project managers. Additionally, we have four (4) support staff, one (1) Administrative Assistant, one (1) Assistant Engineer, and two (2) Engineering Technicians.

The request is for this position to be available in FY 2024/25. Although the development related construction has temporarily slowed down, we have noticed an increase in planning for new development. Based on forecasts from developers, we anticipate construction of fifteen (15) new tanks, twelve (12) new pump stations, and numerous pipeline projects in the next ten (10) years. Having qualified staff trained and ready to meet that demand is critical to maintain good service levels. This position is 70% billable to either CIP projects or Development projects.

Treatment, Distribution, Operations and Maintenance Section

New Treatment Plant Operator Supervisor (FY24)

The Agency currently has eight (8) surface water Treatment Plant Operators (TPO). The TPOs work on a seven (7) day twelve (12) hour shift rotation. The shifts are split from 0200 – 1500 and 1500-0200 hours. The TPOs are supervised by the Treatment Plant Manager, who also supervises Water Systems, Electrical and Instrumentation staff. In order to provide more continuity and efficiency within the department and among the TPO staff, a full-time Treatment Plant Operator Supervisor is being requested. This position would work a standard eight (8) hour, five (5) days a week shift and would overlap the 1500 hour shift change over. This will provide clear and specific guidance among the staff. In addition, this position would provide leadership opportunities and support succession planning for the department. This department is responsible for operating and maintaining two (2) intake pumping stations, twenty-two (22) up flow clarifiers, twenty-two (22) filters, four (4) storage clear wells and more than one hundred twenty (120) million gallons a day (MGD) of treatment capacity.

New Water Systems Technician I/II (Distribution) (FY24)

The Water Systems department is divided into two (2) subdepartments, capital improvement/maintenance and production/water quality, with a total of thirty (30) professional, technical and administrative staff. They are responsible for the operations, maintenance, certain capital improvements and water quality sampling of more than forty-five (45) groundwater wells, three (3) and counting groundwater treatment facilities and six (6) disinfection/reservoir management facilities, over one hundred (100) storage structures more than ninety (90) pumping stations, recycled water and sewer infrastructure. In order to reach our target maintenance goals and properly maintain, upgrade and replace aging infrastructure, an additional crew is needed. By reducing crew size across several crews, and with the addition of this new Water Systems Technician, we will create one additional work crew. Smaller and more specialized crews can continue the maintenance of all facilities, repair and replacement of pumps, motors and valves at pumping and well facilities and the increased operation and maintenance workload of the groundwater treatment facilities.

New Utility Worker I/II (FY25)

The Utility Operations department is responsible for over 920 miles of potable water piping, over twenty-five thousand (25,000) system valves, more than three hundred thirty (330) hydraulic control valves and thousands of various other transmission and distribution appurtenances. This department is proposing to add an additional crew in order to better position the Agency to meet maintenance metrics (including fire hydrant maintenance, valve exercising, hydraulic control valve repair and maintenance, various other appurtenance maintenance) and to continue with operating, maintaining, repairing and replacing aging infrastructure. The Utility Operations department has a total of thirty-five (35) professional, technical and administrative staff.

New QA/QC Supervisor (FY25)

The Agency Water Quality Laboratory currently has four (4) Water Quality Scientists and one (1) Laboratory Manager. The laboratory analyzes the majority of all water quality samples for the

two (2) surface water treatment plants, three (3) groundwater treatment facilities and thousands of distribution system water quality samples. The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI) fosters the generation of data of known and documented quality through the National Environmental Laboratory Accreditation Program (NELAP). The addition of new TNI quality management system requirements include many new tasks and duties for management of the Quality Assurance of the laboratory. This new position will be responsible for the oversight and review of all aspects of the laboratory Quality Control Systems. A complete classification and compensation study needs to be conducted prior to the addition of this position.

FINANCIAL CONSIDERATIONS

Engineering

Inspector – Salary Range \$80,300 - \$131,160 – Position is 70% billable

Engineer – Salary Range \$124,632 - \$151,836 – Position is 70% billable

Operations

Treatment Plant Operator Supervisor – Salary Range - \$113,064 – \$137,784

Water Systems Technician – Salary Range - \$69,408 – \$97,884

Utility Worker I/II - Salary Range - \$59,940 – \$84,576

QA/QC Supervisor – Estimated Salary Range - \$118,704 – \$144,648

RECOMMENDATION

Consideration of staff's recommendation for additional staff for the Engineering Services Section and Treatment, Distribution, Operations and Maintenance department. No action requested at this time. Staffing requests will be included in the two-year FY 2023/24 and FY 2024/25 budgeting process.

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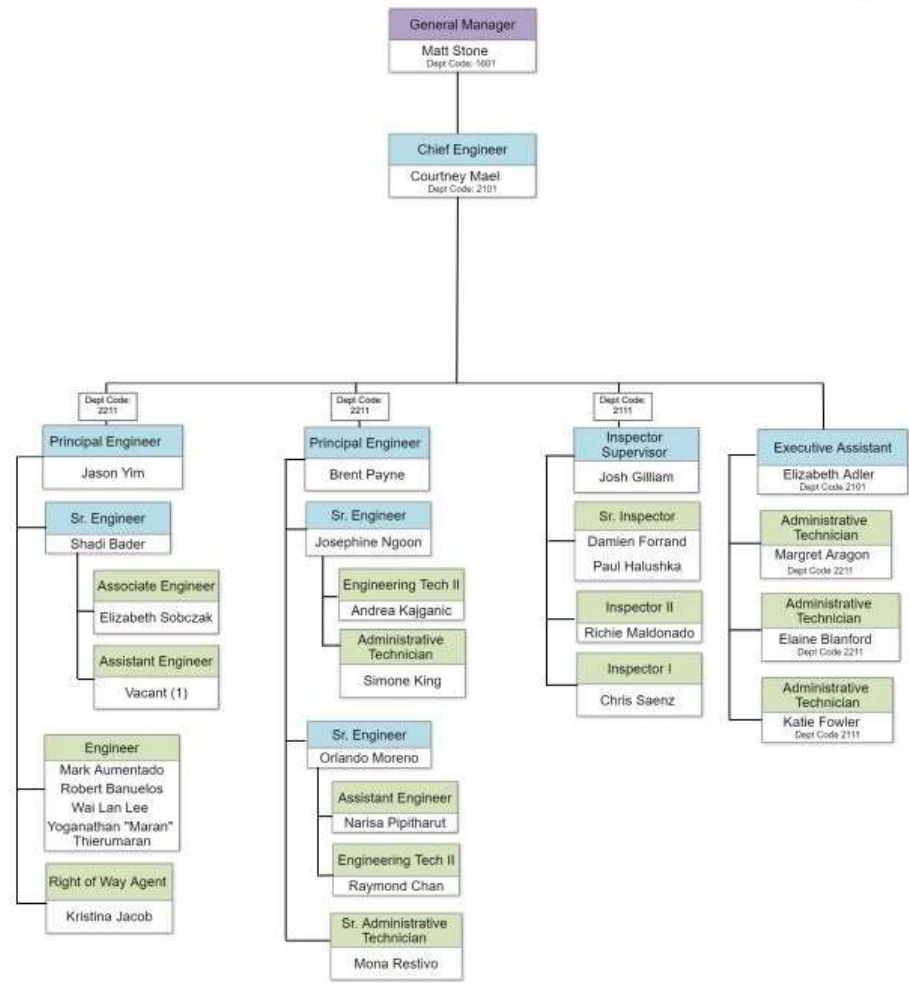


March 2, 2023

Staffing for Engineering and Operations

Courtney Mael - Chief Engineer
Mike Alvord - Director of Operations

ENGINEERING SERVICES



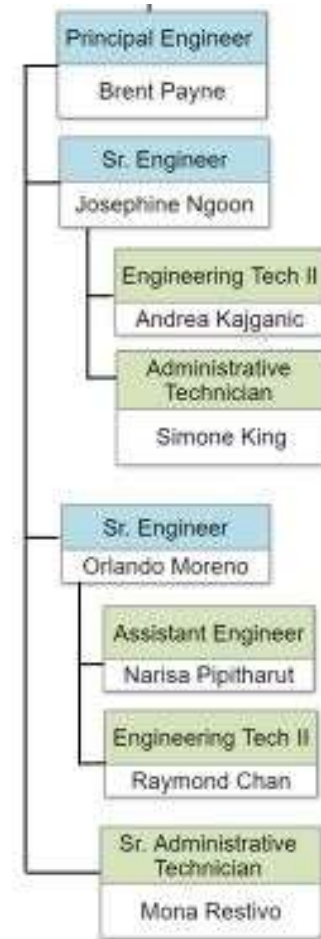
New Inspector

- Salary Range - 28 -34 (\$80,300 - \$131,160)
- 70% Billable
- Allows the Agency to do more in house CIP inspection.

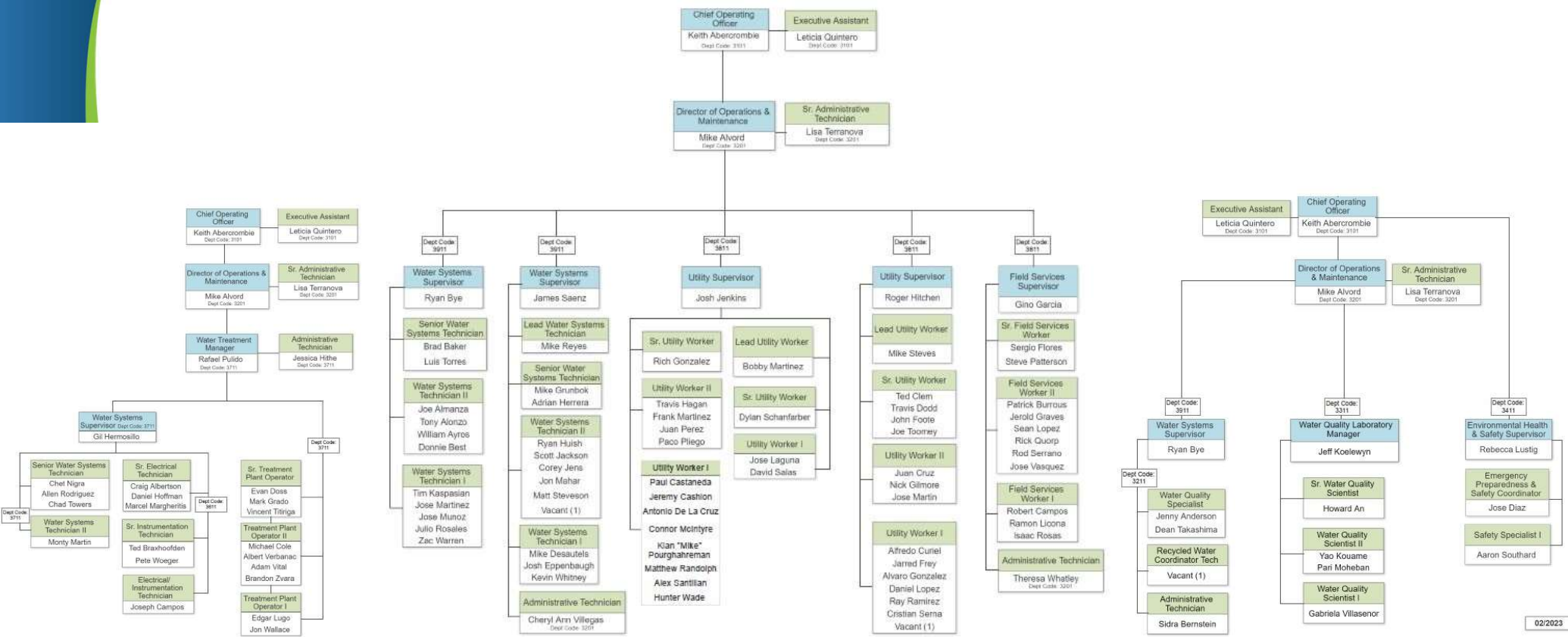


New Engineer

- Salary Range - 37 (\$124,632 - \$151,836)
- 70% Billable
- Reports to Principal Engineer
- Allows the Agency to keep up to a level of service that meets the needs of the Development community



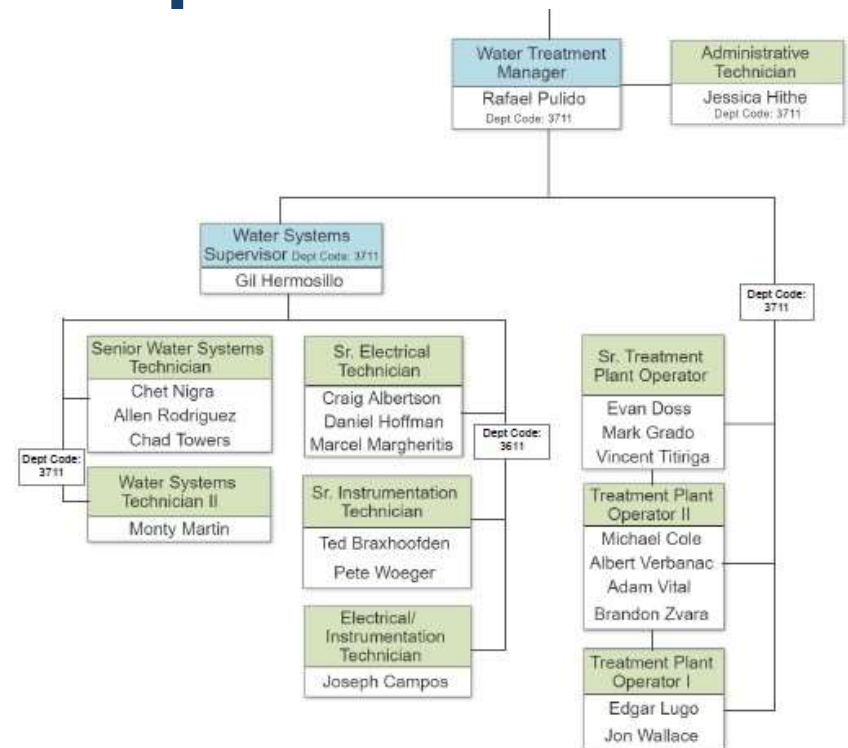
Treatment, Distribution, Operations and Maintenance Section



02/2023

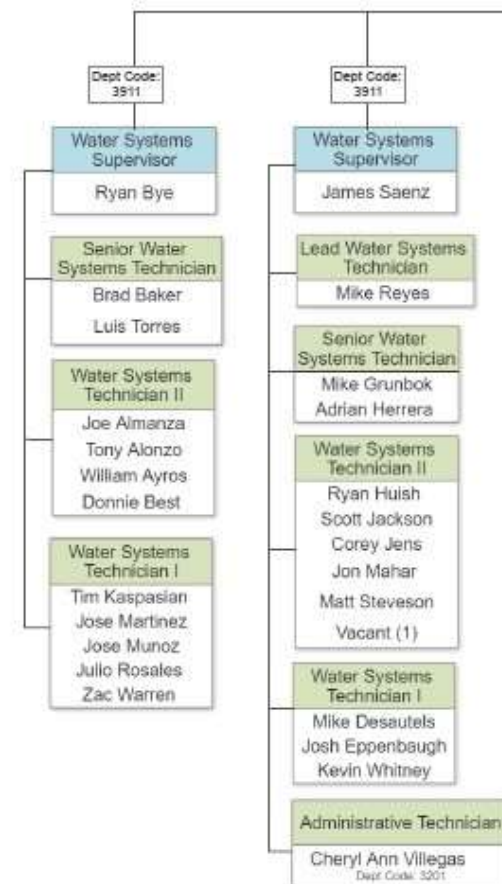
New Treatment Plant Operator Supervisor (FY24)

- Salary Range - 35 (\$113,064 - \$137,784)
- Reports to Water Treatment Manager
- Allows the Agency to maintain high quality drinking water, provide efficient and coordinated surface water treatment plant operations and maintenance



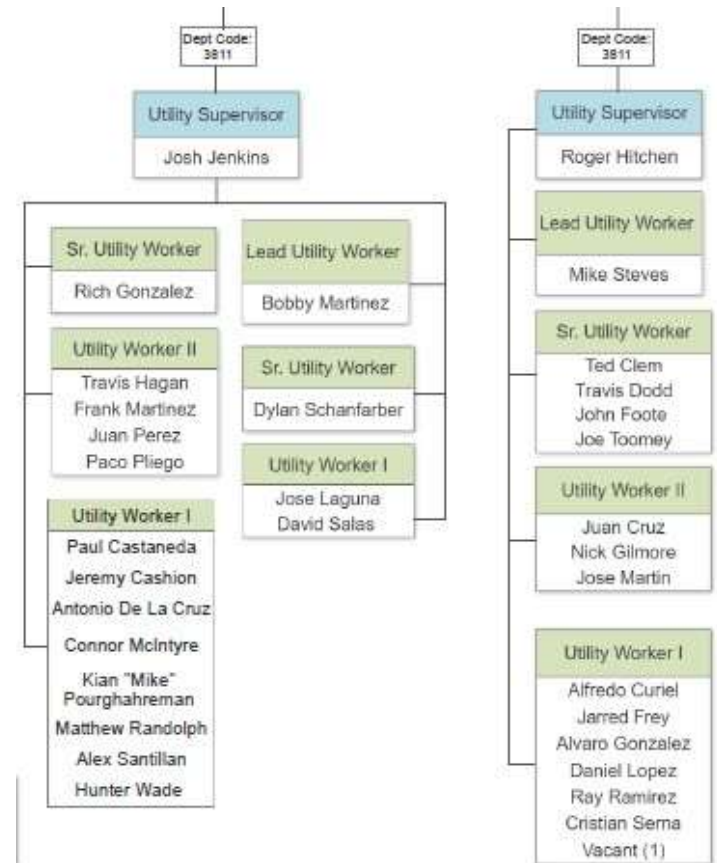
New Water Systems Technician I/II (FY24)

- Salary Range - 25-28 (\$69,408 - \$97,884)
- Reports to Water Systems Supervisor
- Allows the Agency to properly operate, maintain, repair and replace critical water systems infrastructure and continue providing high quality drinking water



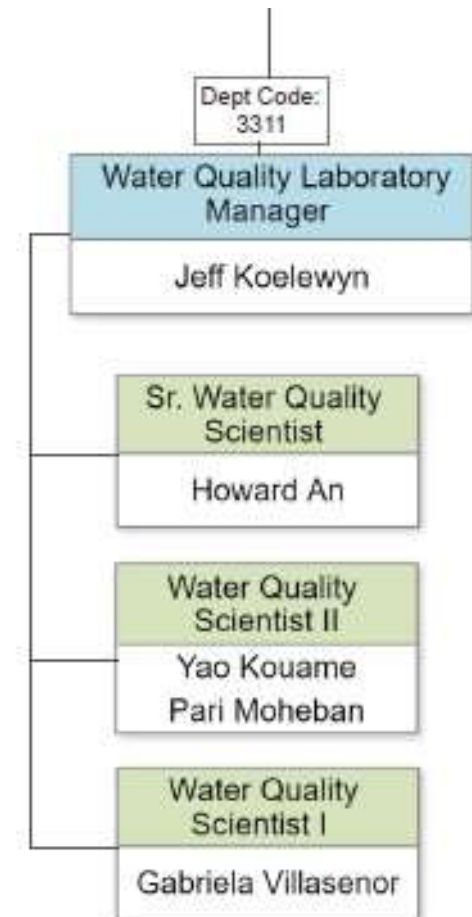
New Utility Worker I/II (FY25)

- Salary Range - 22-25 (\$59,940 - \$84,576)
- Reports to Utility Operations Supervisor
- Allows the Agency to properly operate, maintain, repair and replace critical water systems infrastructure and continue providing high quality drinking water



New QA/QC Laboratory Supervisor (FY25)

- Salary Range - 36 (\$118,704 - \$144,648)
- Reports to Laboratory Manager
- Allows the Agency to maintain compliance with advanced drinking water quality laboratory requirements, regulations and drinking quality water standards



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**Santa Clarita Valley Water Agency
Real Property Activity Report**

**ITEM NO.
10**

APN	Doc Type	Doc #	Project	Document Date
<i>Easements</i>				
2826-176-003	Easement	20220908205	Mission Village	9/15/2022
3244-160-017 and -018	Easement	20220908239	Tesoro Ph1-005	9/15/2022
3244-160-017 and -018	Easement	20220908227	Tesoro Ph1-001	9/15/2022
3247-068-901 and -905	Easement	20220908233	Castaic High School	9/15/2022
2812-121-010 et al	Easement	20221100563	Skyline - P G-H	11/22/2022
3244-161-009	Easement	20221071813	Tesoro Phase 1	11/14/2022
3244-160-017 and -018	Easement	20221071826	Tesoro Phase 1	11/14/2022
2861-004-902	Easement	20221100660	College of the Canyons Easement	11/22/2022
2841-016-072	Easement	20221100549	Cherry Willow Ph 2B	11/22/2022
2827-052-904	Easement	20221100560	Needham Ranch PRS - City property	11/22/2022
2802-042-054	Easement	20221163580	Skyline PA-A	12/13/2022
2802-044-049	Easement	20221163622	Skyline PA-C	12/13/2022
2802-047-022	Easement	20221163469	Skyline PA-D	12/13/2022
2802-055-105	Easement	20221163470	Skyline PA-P	12/13/2022
2826-003-001 et al	Easement	20230021693	Mission Village Phase 3B - Granite Peak	1/11/2023
2826-198-005	Easement	*20230009454 20230009458	Mission Village Phase 3B C5e	1/5/2023
2802-043-048	Easement	20230036412	Skyline Ranch PA-B	1/18/2023
2802-045-047	Easement	20230036423	Skyline Ranch PA-E1	1/18/2023
2802-045-045 and -046	Easement	20230036784	Skyline Ranch PA-F	1/18/2023
2812-118-053	Easement	20230036432	Skyline Ranch PA-L	1/18/2023
2802-051-069	Easement	20230036738	Skyline Ranch PA-M2	1/18/2023
2802-056-006	Easement	20230036731	Skyline Ranch PA-Q2	1/18/2023
<i>Quitclaims</i>				
2861-004-902	Quitclaim	20221144871	College of the Canyons Quitclaim	12/7/2022
2826-008-028 at al	Quitclaim	20221163593	Mission Village Highline	12/13/2022
<i>Other property interests</i>				
2836-011-909	Lease - Option to extend	n/a	ACTION Family Counseling	9/12/2022
2866-041-029	License	n/a	Access Agreement - Hasley Tank Road	10/31/2022
2849-003-901	Lease	n/a	Central Park - 4th Amendment	10/26/2022

*Erroneous recording, and legal description will need to be updated

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March 2, 2023

Real Property Activity

Engineering and Operations
Committee Meeting

Pipeline Easements

- Castaic High School
- College of the Canyons
- Cherry Willow Phase 2B
- Mission Village
- Needham Ranch Pressure Reducing Station
- Skyline Ranch
- Tesoro



Other Property Interests

Quitclaims

- College of the Canyons
- Mission Village - Temporary pipeline

License Agreements

- ACTION Family Counseling
- Central Park - 4th Amendment
- Access Agreement - Hasley Tank Road



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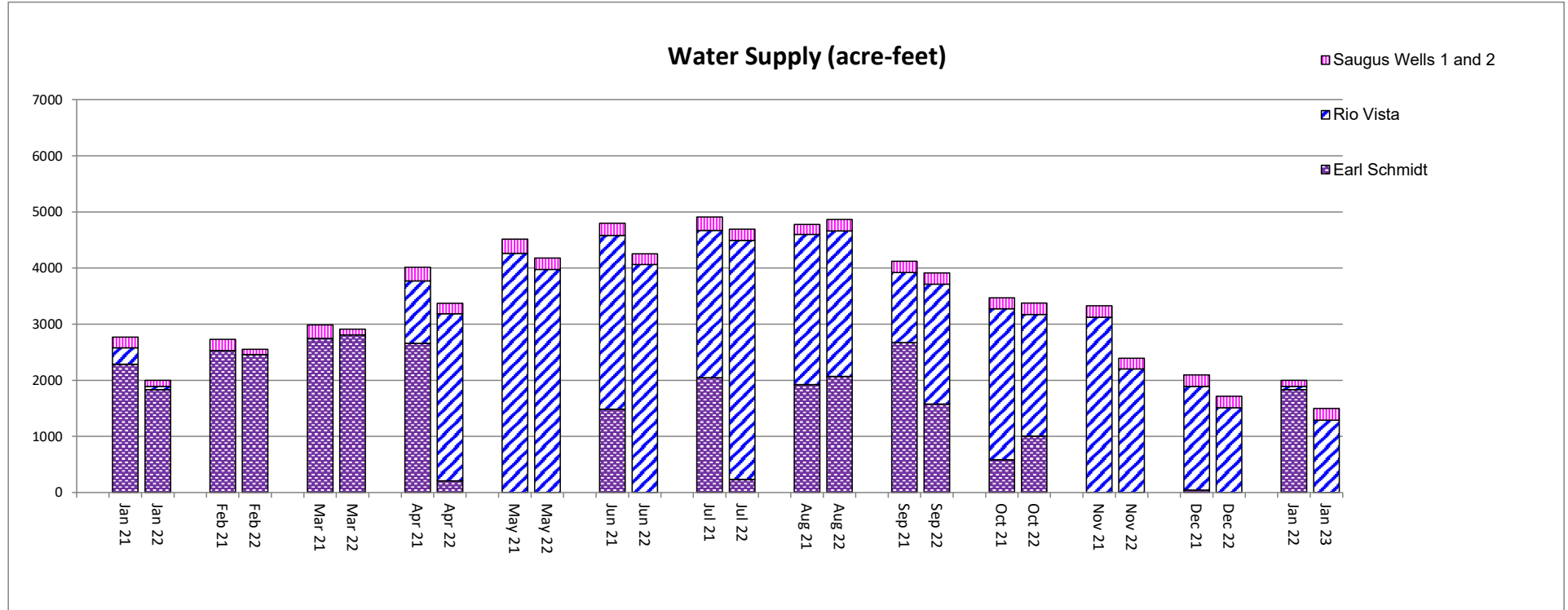


Monthly Operations & Production Report

January 2023

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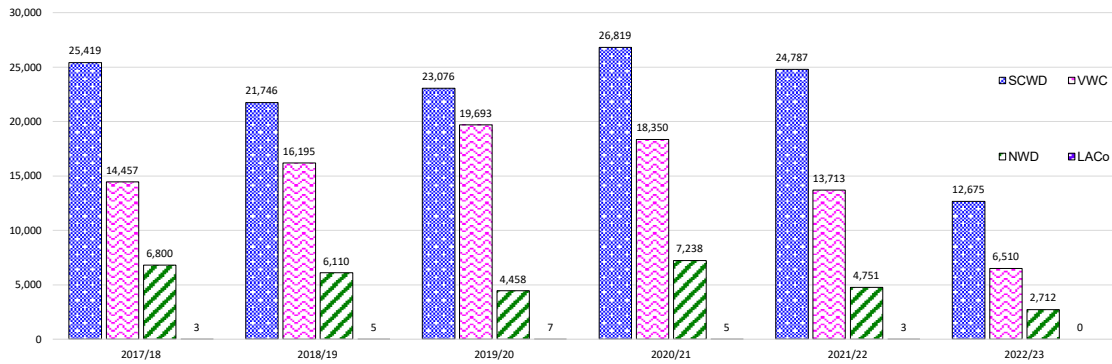
SANTA CLARITA VALLEY WATER AGENCY
January 2023 Regional Operations Report



Source	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Total
Earl Schmidt	1837	2459	2810	208	0	0	234	2068	1576	874	0	0	0	12066
Rio Vista	55	0	0	2977	3975	4064	4257	2595	2140	2167	2200	1513	1291	27234
Saugus 1 and 2	106	94	102	186	202	191	203	205	196	204	196	204	204	2293
Total	1998	2553	2912	3371	4177	4255	4694	4868	3912	3245	2396	1717	1495	28828
Total Sold	2106	2593	3075	3243	4210	4279	4759	4720	3685	3290	2339	1721	1383	41403
RVWTP Use/Storage	-64.57	3.22	-8.02	70.97	38.57	33.15	83.45	32.6	25.22	42.63	33.74	21.04	16.55	328.55
Total Use	2041.43	2596.22	3066.98	3313.97	4248.57	4312.15	4842.45	4752.6	3710.22	3332.63	2372.74	1742.04	1399.55	36217.22
Water Loss	2.17%	1.69%	5.32%	-1.69%	1.71%	1.34%	3.16%	-2.37%	-5.16%	2.70%	-0.97%	1.46%	-6.38%	0.89%
Recycled Water	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Total
Valencia	5	8	18	21	10	56	43	49	46	38	36	10	0.9	340.9

* Water loss includes water usage at Rio Vista Water Treatment Plant facilities and system storage.

HISTORICAL FY Production 2017-2023



HISTORICAL FY PRODUCTION 2016-2022

2017/18	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	3,085	3,035	2,589	2,462	1,922	1,955	1,578	1,580	969	1,905	2,076	2,264	25,419
VWC	2,089	1,723	1,184	1,260	966	969	853	676	619	1,160	1,336	1,622	14,457
NWD	785	856	845	801	640	556	253	275	157	349	473	808	6,800
LACo	0	0	0	0	0	0	0	1	0	0	1	0	3
Total	5,958	5,615	4,619	4,522	3,528	3,481	2,684	2,532	1,746	3,414	3,885	4,695	46,680
Cum. FYTD	5,958	11,573	16,192	20,714	24,242	27,723	30,407	32,939	34,685	38,099	41,984	46,680	
2018/19	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,694	2,816	2,535	2,174	1,882	1,274	1,110	493	1,177	1,770	1,632	2,189	21,746
VWD	1,921	2,026	1,743	1,300	1,084	459	513	232	1,205	1,819	1,701	2,193	16,195
NWD	1,023	1,012	881	537	382	214	181	76	352	428	422	603	6,110
LACo	1	0	0	1	0	0	1	1	1	0	0	0	5
Total	5,639	5,855	5,160	4,011	3,349	1,947	1,805	802	2,735	4,016	3,754	4,985	44,057
Cum. FYTD	5,639	11,494	16,654	20,665	24,014	25,961	27,766	28,567	31,302	35,318	39,072	44,057	
2019/20	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,610	2,743	2,475	2,310	1,845	980	1,207	1,416	1,212	1,368	2,358	2,552	23,076
VWD	2,491	2,518	2,348	2,145	1,526	604	957	762	919	1,066	2,171	2,186	19,693
NWD	721	518	492	422	280	130	188	232	177	226	475	597	4,458
LACo	2	0	0	1	1	1	1	0	0	0	0	0	7
Total	5,823	5,779	5,316	4,879	3,651	1,715	2,353	2,411	2,309	2,660	5,004	5,336	47,234
Cum. FYTD	5,823	11,602	16,918	21,796	25,448	27,162	29,515	31,926	34,235	36,894	41,898	47,234	
2020/21	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,849	3,117	2,792	2,470	1,907	1,907	1,548	1,423	1,590	2,080	2,428	2,709	26,819
VWD	2,316	2,257	2,115	1,915	1,653	1,324	904	892	962	1,233	1,383	1,395	18,350
NWD	882	999	963	584	490	375	313	347	318	573	689	705	7,238
LACo	0	0	0	0	0	0	0	0	0	0	0	0	5
Total	6,048	6,373	5,870	4,970	4,050	3,605	2,766	2,662	2,871	3,887	4,500	4,809	52,413
Cum. FYTD	6,048	12,422	18,292	23,262	27,312	30,918	33,683	36,346	39,216	43,103	47,603	52,413	
2021/22	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,950	2,924	2,593	2,053	1,941	1,255	1,331	1,547	1,800	1,865	2,217	2,311	24,787
VWD	1,381	1,439	1,386	1,172	1,158	690	634	799	984	1,040	1,540	1,489	13,713
NWD	700	705	581	358	291	167	140	247	292	338	453	480	4,751
LACo	1	1	0	0	0	0	0	0	0	0	0	0	3
Total	5,030	5,070	4,559	3,585	3,390	2,113	2,106	2,593	3,075	3,243	4,210	4,279	43,253
Cum. FYTD	5,030	10,100	14,660	18,244	21,634	23,747	25,852	28,445	31,521	34,764	38,974	43,253	
2022/23	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,536	2,603	2,202	2,047	1,398	1,039	850	0	0	0	0	0	12,675
VWD	1,664	1,667	1,119	818	580	399	263	0	0	0	0	0	6,510
NWD	558	451	364	425	360	284	270	0	0	0	0	0	2,712
LACo	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	4,759	4,720	3,685	3,290	2,339	1,721	1,383	0	0	0	0	0	21,897
Cum. FYTD	4,759	9,479	13,164	16,455	18,793	20,515	21,897	21,897	21,897	21,897	21,897	21,897	

*Total does not include recycled water.

Santa Clarita Valley Water Agency
Summary of Annual Precipitation
October 1st through September 30th
(Total in Inches)

	<i>2001-02</i>	<i>2002-03</i>	<i>2003-04</i>	<i>2004-05</i>	<i>2005-06</i>	<i>2006-07</i>	<i>2007-08</i>	<i>2008-09</i>	<i>2009-10</i>	<i>2010-11</i>	<i>2011-12</i>
October	0.22	0.00	1.10	4.79	1.91	0.42	0.25	0.09	4.04	1.34	1.97
November	3.18	3.01	0.63	0.64	0.59	0.05	0.50	1.78	0.08	1.87	2.50
December	1.30	5.85	2.57	8.54	0.14	0.83	2.67	3.01	4.28	11.97	1.19
January	1.55	0.00	0.65	17.06	3.27	1.66	17.54	0.69	9.13	0.96	1.23
February	0.51	9.03	8.07	16.69	3.78	1.38	1.82	6.78	4.96	5.36	0.13
March	0.38	2.38	0.37	2.70	5.68	0.17	0.10	1.18	0.69	8.86	4.99
April	0.05	2.35	0.20	1.42	4.22	0.71	0.07	0.07	2.40	0.12	4.02
May	0.12	1.70	0.00	0.45	0.99	0.00	0.17	0.01	0.07	0.74	0.01
June	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.04	0.00
July	0.00	0.02	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.01	0.00
August	0.00	0.00	0.00	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.01
September	0.02	0.00	0.00	0.17	0.00	1.32	0.00	0.00	0.00	0.00	0.02
TOTAL	7.34	24.34	13.59	52.55	20.58	6.58	23.12	13.64	25.65	31.27	16.07
	<i>2012-13</i>	<i>2013-14</i>	<i>2014-15</i>	<i>2015-16</i>	<i>2016-17</i>	<i>2017-18</i>	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>	<i>2021-22</i>	<i>2022-23</i>
October	0.15	0.11	0.32	0.17	0.43	0.00	0.52	0.01	0.04	1.22	0.08
November	2.20	1.41	0.64	0.21	1.49	0.06	1.87	2.61	0.14	0.04	1.89
December	1.54	0.37	6.16	0.49	3.44	0.01	2.77	5.12	1.40	13.86	6.02
January	1.94	0.06	1.44	6.07	10.30	3.18	8.08	0.54	2.08	0.40	10.20
February	0.42	5.26	0.74	0.69	8.98	0.35	8.56	0.12	0.03	0.00	
March	1.21	1.64	1.09	2.75	0.33	7.50	4.15	5.81	0.84	1.96	
April	0.00	0.31	0.16	0.37	0.09	0.02	0.09	4.45	0.01	0.12	
May	0.74	0.00	0.66	0.09	0.26	0.01	1.60	0.16	0.00	0.00	
June	0.00	0.00	0.01	0.01	0.00	0.00	0.01	0.01	0.00	0.00	
July	0.08	0.02	0.87	0.00	0.01	0.00	0.00	0.00	0.00	0.00	
August	0.00	0.05	0.00	0.02	0.07	0.00	0.00	0.00	0.03	0.00	
September	0.00	0.00	0.78	0.00	0.13	0.02	0.03	0.01	0.00	0.12	
TOTAL	8.28	9.23	12.87	10.87	25.53	11.15	27.68	18.84	4.57	17.72	18.19

Data Source: 2000 - February 2022 SCV Water's Pine Street office; March 2022 onward L.A. County Department of Public Works Newhall - Soledad Canyon Rain Gauge

SANTA CLARITA VALLEY WATER AGENCY
 WATER PRODUCTION 2023 (ACRE-FEET)

GROUNDWATER - ALLUVIUM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
C1	19												19
C2	8												8
C7	25												25
CLARK	0												0
D	0												0
E15	54												54
E17	52												52
GUIDA	32												32
HONBY	0												0
LOST CANYON NO 2	0												0
LOST CANYON NO.2A	19												19
MITCHELL 5A	0												0
MITCHELL 5B	0												0
N	117												117
N7	235												235
N8	76												76
NORTH OAKS CENTRAL	0												0
NORTH OAKS EAST	0												0
NORTH OAKS WEST	0												0
P1	0												0
P3	0												0
P4	0												0
P5	0												0
Q2	0												0
S6	0												0
S7	0												0
S8	0												0
SAND CANYON	17												17
SANTA CLARA	0												0
SIERRA	59												59
T7	0												0
U4	0												0
U6	0												0
VALLEY CENTER	72												72
W9	9												9
W10	34												34
W11	37												37
GROUNDWATER - SAUGUS	865	0	0	0	0	0	0	0	0	0	0	0	865
159	0												0
160 - DOM	0												0
160 - VGC (not included in % by Source)	3												3
201	0												0
205	0												0
206	7												7
207	36												36
N12	0												0
N13	123												123
SAUGUS 1	102												102
SAUGUS 2	102												102
	373	0	0	0	0	0	0	0	0	0	0	0	373
TOTAL GROUNDWATER	1238	0	0	0	0	0	0	0	0	0	0	0	1238

SANTA CLARITA VALLEY WATER AGENCY
 WATER PRODUCTION 2023 (ACRE-FEET)

SURFACE WATER + SAUGUS 1 & SAUGUS 2	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
N-1	27												27
N-2	70												70
N-3	99												99
N-4	74												74
SC-1	89												89
SC-2	129												129
SC-3	55												55
SC-4	71												71
SC-5	51												51
SC-6	48												48
SC-7	72												72
SC-8	131												131
SC-9	136												136
SC-10	0												0
SC-11	0												0
SC-12	33												33
SC-13	37												37
V-1	53												53
V-2	42												42
V-4	2												2
V-5	69												69
V-6	49												49
V-7	29												29
V-8	19												19
	1383	0	0	0	0	0	0	0	0	0	0	0	1383
Less Raw Water Input v. Output Correction		0	0		0	0	0	0	0	0	0	0	0
TOTAL SURFACE WATER - SAUGUS 1 & SAUGUS 2	1179	0	0	0	0	0	0	0	0	0	0	0	1179
TOTAL PRODUCTION (GW + SURFACE WATER)	2417	0	0	0	0	0	0	0	0	0	0	0	2417
% BY SOURCE													
GROUNDWATER	51%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	51%
SURFACE WATER	49%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	49%
Less Metered Non-System Groundwater Produced	6.3												6.3
Total Net Water to Distribution System	2411	0	0	0	0	0	0	0	0	0	0	0	2411
RAW WATER - SOURCE													
RVWTP	1,291												1,291
ESFP	0												0
RECYCLED WATER													
RWPS 1 - Based on customer billing month	0.9												1
WHOLESALE - LA COUNTY WATERWORKS 36													
LA 1	0												0
LA 3	0												0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0

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HISTORICAL PRODUCTION and GROUNDWATER LEVEL GRAPHS JANUARY 2023

Historical Production and Groundwater level graphs are posted monthly on the SCV Water Website and the most recent data can be found at the link below;

- <https://yourscvwater.com/wp-content/uploads/2023/02/Well-Water-Production-and-Levels-January-2023.pdf>
- Groundwater level graphs for the 45 wells currently in operation show static water level depth below ground surface (bgs) from 1987 to the current month. Each well also has a second water level graph showing levels for the most recent five year period. Static Water Level refers to the level of water in a well under normal, non-pumping conditions. The graphs also show annual precipitation and historic high and low static water levels. Leading data gaps in the graphs indicate time frame before well became ACTIVE. Other gaps may appear during periods when water level soundings were not completed.
- The historical data tables show the production from each well in Acre-Feet from 1987 to present. Historical data labeled “NA” in the production table means that the particular well(s) were not in production at that time.

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**Santa Clarita Valley Water Agency
Capital Improvement Projects (CIP) Construction Status Report
As of February 15, 2023**

Project	Contractor	Original Contract Amount	Change Orders to Date	% Change Orders	Current Contract Amount	Scheduled Completion	Estimated % of Work Completed	Status
Vista Canyon Recycled Water Main Extension (Phase 2B)	Ferreira Construction Co, Inc.	\$2,752,982	(\$168,872)	(6.1%)	\$2,584,110	March 31, 2023	100%	Construction closeout is in progress, including review of outstanding change orders
Vista Canyon (Phase 2B) Recycled Water Tanks	Pacific Tank and Construction, Inc.	\$3,906,870	\$390,585	9.99%	\$4,297,455	March 15, 2023	98%	Construction is in progress. Construction closeout is in progress
Commerce Center Drive Pipeline	FivePoint / Blois Construction, Inc.	\$891,139.70	\$863.02	0.1%	\$892,002.72	February 28, 2023	99%	Construction close-out is in progress.
Magic Mountain Pipeline Phase 4	FivePoint / Toro Enterprises	\$3,084,725	\$212,288.56	6.9%	\$3,297,013.56	May 1, 2023	98%	Construction is in progress.
Magic Mountain Pipeline Phase 5	FivePoint / Toro Enterprises	\$3,269,978.85	\$0	0%	\$3,269,978.85	May 1, 2023	94%	Construction is in progress.
Magic Mountain Pipeline Phase 6B	FivePoint / Leatherwood Construction	\$4,568,687.07	\$0	0%	\$4,568,687.07	May 1, 2023	92%	Construction is in progress.
Magic Mountain Pipeline Phase 6A	FivePoint / Toro Enterprises	\$7,168,844.85	\$0	0%	\$7,168,844.85	May 1, 2023	88%	Construction is in progress.
Newhall Tanks 1 and 1A – Tank Upgrades	Paso Robles Tanks, Inc.	\$299,500	\$0	0%	\$299,500	May 18, 2023	3%	Material submittals are in progress.
Bridgeport Pocket Park	C.S. Legacy Construction, Inc.	\$373,147.60	\$0	0%	\$373,147.60	June 16, 2023	26%	Construction is in progress.

Project	Contractor	Original Contract Amount	Change Orders to Date	% Change Orders	Current Contract Amount	Scheduled Completion	Estimated % of Work Completed	Status
Santa Clara & Honby Wells PFAS Groundwater Treatment Improvements Material Purchase	Aqueous Vets	\$814,050	\$8,650.50	0.7%	\$822,700.50	August 16, 2023	85%	Materials have been delivered to the site.
Santa Clara & Honby Wells PFAS Groundwater Treatment Improvements Site Construction	Pacific Hydrotech Corporation	\$8,486,950	\$0	0%	\$8,486,950	August 16, 2023	15%	Construction is in progress.
Saugus #3 & #4 Wells Construction (Replacement Wells)	Zim Industries, Inc.	\$12,751,494	\$0	0%	\$12,751,494	August 27, 2023	20%	Construction is in progress.
ESFP Washwater Return Improvements	Pacific Hydrotech Corporation	\$17,526,700	\$0	0%	\$17,526,700	November 30, 2023	45%	Construction is in progress.
Deane Tank at Skyline Ranch (Cost Share)	Pacific Hydrotech Corporation	\$3,123,943 (SCV Water Fair Share)	\$0	0%	\$3,123,943	December 29, 2023	5%	Submittal phase. In progress
Deane Pump Station at Skyline Ranch	Pacific Hydrotech Corporation	\$381,645 (SCV Water Fair Share)	\$0	0%	\$381,645	December 29, 2023	2%	Submittal phase starting
Well 201 VOC Treatment Improvements	Pacific Hydrotech Corporation	\$7,726,700	\$0	0%	\$7,726,700	April 12, 2024	2%	Construction setup is in progress.
Pitchess Pipeline Modifications	Los Angeles County Metropolitan Transportation Authority	\$159,000	\$0	0%	\$159,000	May 2024	0%	Pipeline modifications scheduled to start February 2024.

Engineering and Operations Committee
Planning Calendar
FY 2022/23

	Item	Department	PowerPoint Presentation (Y/N/Length)	July 7 Comm	July 19 Board	Aug 2 Board	Aug 4 Comm	Aug 16 Board	Sept 1 Comm	Sept 6 Board	Sept 20 Board	Oct 4 Board	Oct 6 Comm	Oct 18 Board	Nov 1 Board	Nov 3 Comm	Nov 15 Board	Dec 6 Board	Dec 8 Comm	Dec 20 Board	Jan 3 Board	Jan 5 Comm	Jan 17 Board	Feb 2 Comm	Feb 7 Board	Feb 21 Board	March 2 Comm	March 7 Board	March 21 Board	April 4 Board	April 6 Comm	April 18 Board	May 2 Board	May 4 Comm	May 16 Board	Jun 1 Comm	June 6 Board	June 20 Board	July 4 Board		
1	Monthly Committee Planning Calendar	-	None	C			C		C				C			C			C			C		C		P				P			P			P					
2	CIP Construction Status Report	ESS	None	C			C		C				C			C			C			C		C		P				P			P			P					
3	Monthly Operations and Production Report	OPS	None	C			C		C				C			C			C			C		C		P				P			P			P					
4	Third Party Funded Agreements Quarterly Report	ESS	None				C									C																									
5	Quarterly Safety Program Presentation	OPS	Yes 15 min				C									C								C																	
6	Real Property Activity Report	ESS	Yes 10 min						C																	P															
7	Annual Safety Program Update (FY 21-22)	OPS	Yes 15 min							C																															
8	Chapter 8 Agreement Properties	ESS	Yes 10 min																																T	T					
9	Review Proposed FY 2023/24 Major Capital Projects	ESS/OPS	Yes 15 min																																						
10	Recommend Approval of (1) a Resolution for Construction Contract with Pacific Hydrotech Corporation and (2) a Purchase Order to Hazen and Sawyer for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors for Construction Management and Inspection Services for the Santa Clara and Honby Wells PFAS Groundwater Treatment Project	ESS	Yes 10 min	C	C																																				
11	Recommend Approval of Authorizing SCV Water to Execute a Quitclaim Deed – Partial Release of Easement to Wal-Mart Real Estate Business Trust	ESS	Yes 10 min	C	C																																				
12	Recommend Authorization for the General Manager to Execute a Purchase Order Amendment to Kennedy Jenks for Additional Engineering Services During Construction and a Purchase Order Amendment to MNS Engineers for Additional Construction Management and Inspection Services for the Valley Center Well PFAS Groundwater Treatment Project	ESS	Yes 10 min	C	C																																				
13	Recommend Approval to Authorize General Manager to Enter into Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency's Photovoltaic Assets	OPS	Yes 10 min	C	C																																				
14	Central Park Lease Informational Presentation	ESS	Yes 10 min	C		C																																			
15	Recommend Approval of a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Inspection Planning Services for the Castaic Conduit Pipeline Reaches 3 & 4 Project	ESS	Yes 10 min	C		C																																			
16	Recommend Approval of a Resolution Authorizing a Purchase Order to Hazen & Sawyer for Planning Services for the Master Plan Project	ESS	Yes 10 min	C		C																																			
17	Recommend Approval of a Resolution Adopting Initial Study-Mitigated Negative Declaration Under the California Environmental Quality Act and a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Final Design Services for the Well 205 Groundwater Treatment Project	ESS	Yes 10 min	C		C																																			
18	Surplus Land Act Informational Presentation	ESS	Yes 10 min				C																																		
19	Recommend Approval of a Purchase Order to Civiltec, Inc. for Change Order No. 1 for Final Design Services for New Deane Zone Tank at Sand Canyon Plaza – Design Prestressed Concrete Tank Instead of Welded Steel Tank	ESS	Yes 10 min				C			C																															
20	Wireless Communications Rental Program Informational Presentation	ESS	Yes 10 min						C																																
21	Recommend Authorizing the General Manager to Execute a Contract with TriPointe Homes Holdings, Inc. for SCV Water's Fair Share Costs for the Construction of a 2.08 MG Prestressed Concrete Tank for the Deane Zone, including Construction Quality Assurance and Control Testing, Construction Inspections, and Engineering Services During Construction	ESS	Yes 10 min						C		C																														
22	Recommend Approval of Technical Revision to the Board of Directors Policies and Procedures Regarding General Manager Authority to Transfer Easements	ESS	Yes 10 min										C	C																											
23	Recommend Approval of a Contract to Conduct a Pilot-Scale Evaluation of Four Alternative Adsorbents for PFAS Removal from SCVWA Groundwater	OPS	Yes 15 min										C	C																											
24	Recommend Approval of a Resolution for a Construction Contract with Paso Robles Tank for the Newhall Tanks 1 and 1 A – Tank Upgrades Project	ESS	Yes 10 min										C	C																											

P - Planned
T-Tentative
C- Completed

**Engineering and Operations Committee
Planning Calendar
FY 2022/23**

	Item	Department	PowerPoint Presentation (Y/N/Length)	July 7 Comm	July 19 Board	Aug 2 Board	Aug 4 Comm	Aug 16 Board	Sept 1 Comm	Sept 6 Board	Sept 20 Board	Oct 4 Board	Oct 6 Comm	Oct 18 Board	Nov 1 Board	Nov 3 Comm	Nov 15 Board	Dec 6 Board	Dec 8 Comm	Dec 20 Board	Jan 3 Board	Jan 5 Comm	Jan 17 Board	Feb 2 Comm	Feb 7 Board	Feb 21 Board	March 2 Comm	March 7 Board	March 21 Board	April 4 Board	April 6 Comm	April 18 Board	May 2 Board	May 4 Comm	May 16 Board	Jun 1 Comm	June 6 Board	June 20 Board	July 4 Board					
25	Recommend Approval to Authorize the General Manager to Execute a Contract with GS Sand Canyon for Rent, LLC for SCV Water's Fair Share Cost to Construct the Sand Canyon Plaza Pump Station, Including Construction Quality Assurance and Control Testing, Construction Inspections, and Engineering Services During Construction	ESS	Yes 10 min													C		C																										
26	Recommend Adopting a Resolution Authorizing the General Manager to Apply for Grant Funding Under the 2022 Urban Community Drought Relief Program and Execute a Grant Agreement with the Department of Water Resources for the Saugus Wells 3 & 4 (Replacement Wells) Well Equipment and Site Improvement Project and S Wells PFAS and Disinfection Facilities	ESS	Yes 10 min																C	C																								
27	Recommend Approval to Authorize the General Manager to Execute a Contract with TriPointe Homes IE-SD, Inc. for SCV Water's Fair Share Cost to Construct the Skyline Ranch Deane Pump Station, Including Construction Quality Assurance and Control Testing, Construction Inspections, and Engineering Services During Construction	ESS	Yes 10 min																C	C																								
28	Recommend Approval of a Resolution Authorizing a Purchase Order to Lee & Ro Inc. for Planning Services for the Catala Pump Station and Pipelines Project	ESS	Yes 10 min																C	C																								
29	Recommend Approval of a Resolution Authorizing a Purchase Order to Hazen and Sawyer for Planning Services for the Saugus Wells (N11, N12, N13) Groundwater Treatment Improvements Project	ESS	Yes 10 min																C		C																							
30	Adoption of Local Hazard Mitigation Plan	OPS	Yes 10 min																	C																								
31	Resolution of the Board of Directors of the Santa Clarita Valley Water Agency Authorizing a Purchase Order to Lee + Ro, Inc. for Planning Services for the Sand Canyon Reservoir Expansion Project, and Finding that the Authorization is Not a Project Subject to CEQA	ESS	Yes 10 min																			C	C																					
32	Recommend Finding that the Approval of (1) a Resolution for Construction Contract with Pacific Hydrotech Corporation and (2) a Purchase Order to Kennedy Jenks for Engineering Services During Construction and (3) a Purchase Order to MKN CPM, LLC for Construction Management and Inspection Services for the Well 201 Groundwater Improvements Project is Exempt from CEQA pursuant to CEQA Guidelines Section 15301, and alternatively, Section 15303, and Authorize Approval of the Purchase Orders	ESS	Yes 10 min																			C	C																					
33	Recommend Approval of (1) a Resolution for a Deposit to Metropolitan Water District of Southern California and (2) a Purchase Order to Metropolitan Water District of Southern California for Planning and Engineering Services for the Foothill Feeder Service Connection CLWA-01 Pipe Repair Project Which is Exempt From CEQA Pursuant to CEQA Guidelines Section 15301, and Alternatively, Section 15303, and Authorize Approval of the Deposit	ESS	Yes 10 min																				C		C																			
34	Recommend Approval of (1) a Resolution Approving the Addendum to the Mission Village Environmental Impact Report, Approving the Backcountry Reservoir and Backcountry Pump Station Projects, and Adopting the Mitigation Monitoring and Reporting Program Under the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15164 for the Backcountry Pump Station and Backcountry Reservoir Projects; and a (2) Resolution Authorizing a Purchase Order to Cannon Corp. for Final Design Services for the Backcountry Pump Station Project and a Purchase Order to Michael Baker International, Inc. for Final Design Services for the Backcountry Reservoir Project	ESS	Yes 10 min																				C						P															

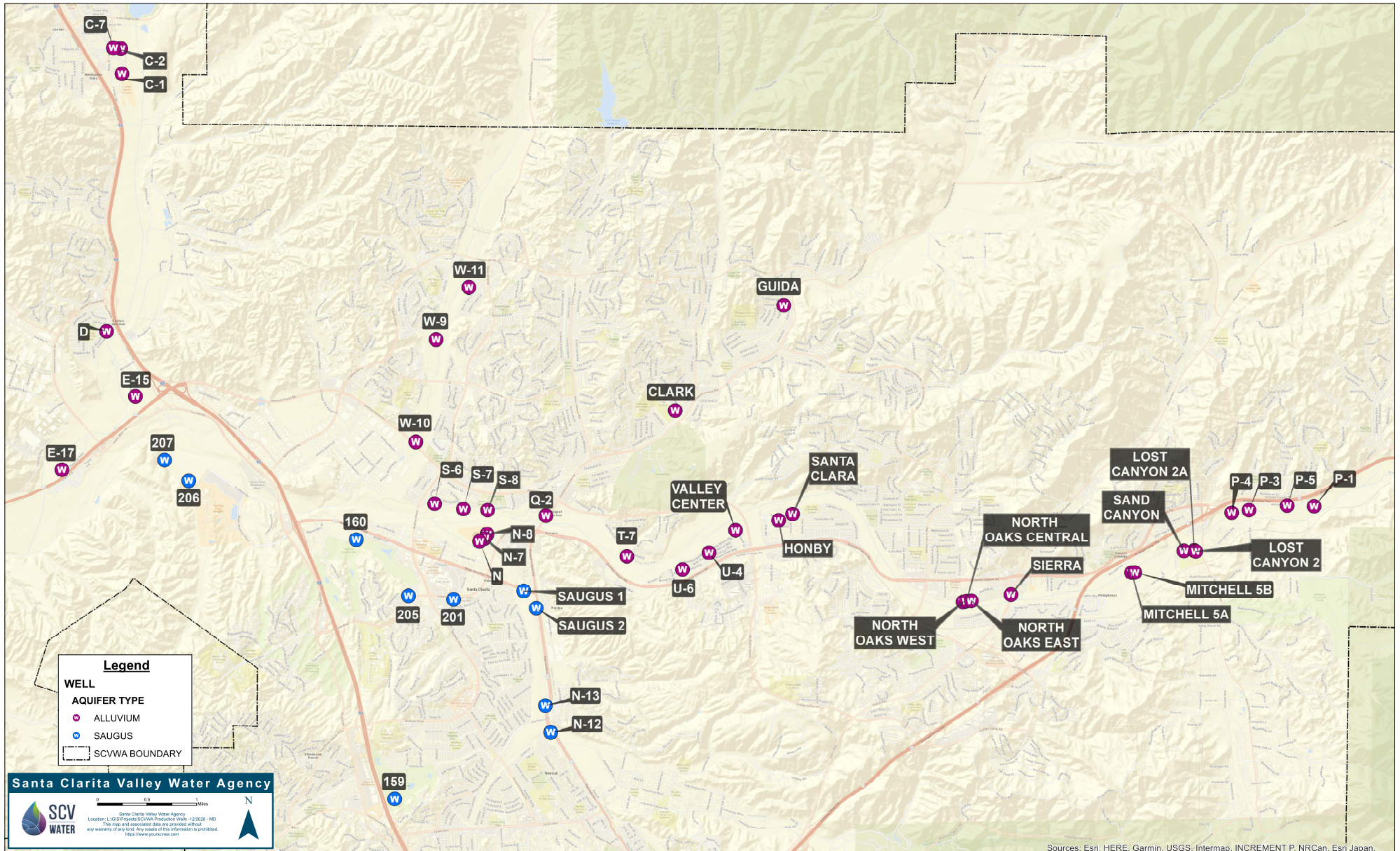
P - Planned
T-Tentative
C- Completed

**Engineering and Operations Committee
Planning Calendar
FY 2022/23**

	Item	Department	PowerPoint Presentation (Y/N/Length)	July 7 Comm	July 19 Board	Aug 2 Board	Aug 4 Comm	Aug 16 Board	Sept 1 Comm	Sept 6 Board	Sept 20 Board	Oct 4 Board	Oct 6 Comm	Oct 18 Board	Nov 1 Board	Nov 3 Comm	Nov 15 Board	Dec 6 Board	Dec 8 Comm	Dec 20 Board	Jan 3 Board	Jan 5 Comm	Jan 17 Board	Feb 2 Comm	Feb 7 Board	Feb 21 Board	March 2 Comm	March 7 Board	March 21 Board	April 4 Board	April 6 Comm	April 18 Board	May 2 Board	May 4 Comm	May 16 Board	Jun 1 Comm	June 6 Board	June 20 Board	July 4 Board							
35	Recommend Approval of Adopting a Resolution Authorizing SCV Water to Execute the Agreement Settling Real Property Rights Between SCV Water and Woodside 05S LP and Required CEQA Finding	ESS	Yes 10 min																								P		P																	
36	Recommend Approval to Contract for Removal and Replacement of One Filter Media at ESFP and RVWTP	OPS	Yes 10 min																								P		P																	
37	Recommend Approval of the Replacement of 1,155 meters as part of the AMI Meter Replacement Program	OPS	Yes 10 min																								P		P																	
38	Recommend Approval of (1) Adopting a Resolution for a Construction Contract with J Vega Engineering, Inc., (2) a Purchase Order to Filippin Engineering for Construction Management and Inspection Services for the Dickason Water Line Improvements Project and (3) Finding that the Contract Agreement is Exempt from CEQA Pursuant to CEQA Guidelines Section 15282, and Alternatively, Section 15302	ESS	Yes 10 min																								P		P																	
39	Recommend Approval of Adopting a Resolution Awarding a Contract for Pump and Motor Improvements at Wells N7 and N8	OPS	Yes 10 min																								P			P																
40	Recommend Authorization for the General Manager to Execute a Purchase Order Amendment to Hazen and Sawyer, Inc., for Additional Engineering Services for the New T7, U4 and U6 Wells PFAS Treatment, Saugus 1 and 2 Wells VOC Treatment and Disinfection Facility at the Existing Rio Vista Intake Pump Station For Which the Project is Exempt From CEQA Pursuant to CEQA Guidelines Section 15301	ESS	Yes 10 min																								P			P																
41	Discussion of Staffing Considerations	ESS	Yes 10 min																								P																			
42	Recommend Approval of Resolution to Adopt the Mitigated Negative Declaration and MMRP, and award final engineering contract for the S Wells PFAS Treatment and Disinfection Project	ESS	Yes 10 min																												P			P												
43	Recommend Approval of Resolution Authorizing SCV Water to Execute Water Service Agreements with the Los Angeles Residential Community and Lily of the Valley Mobile Village	ESS	Yes 10 min																												P			P												
44	Recommend Authorization for the General Manager to Execute a Purchase Order Amendment for Additional Design Services for Saugus Wells 3 & 4 Project	ESS	Yes 10 min																											P			P													
45	Recommend Approval Awarding Construction Contract for the Saugus Well 2 Rehabilitation Project	OPS	Yes 10 min																											P			P													
46	Recommend Approval of Resolution Awarding Construction Contract for Pipeline to Los Angeles Residential Community	ESS	Yes 10 min																																	P	P									
47	Recommend Adopting a Resolution Authorizing the General Manager to Execute a Reimbursable Agreement with the City of Santa Clarita for the Sierra Highway Bridge Expansion Water Pipelines Protection Project	ESS	Yes 10 min																																		P				P					
48	Approve a Resolution Authorizing the General Manager to Apply for Grant Funding under the Bureau of Reclamation's WaterSMART Drought Response Program for the S Wells PFAS and Disinfection Facilities.	ESS	Yes 10 min																																	P						P				
49	Recommend Approval of Resolution Awarding Construction Contract and Purchase Orders for Construction Management and Inspection Services and Engineering Services During Construction for RVWTP UST Replacement Project	ESS	Yes 10 min																																					P			P			
50	Recommend Approval of Resolution Awarding a Purchase Order for Final Design Services for Honby Tank Pipeline Improvements	ESS	Yes 10 min																																					P			P			
51	Recommend Approval to Fund Contractor Change Orders in Excess of Approved 10% Contingency, for the Phase 2B Recycled Water Tanks	ESS	Yes 10 min																																					P			P			
52	Recommend Approval of Design of Pipeline in Sierra Highway from Dockweiler to Newhall Avenue	ESS	Yes 10 min																																				P							P

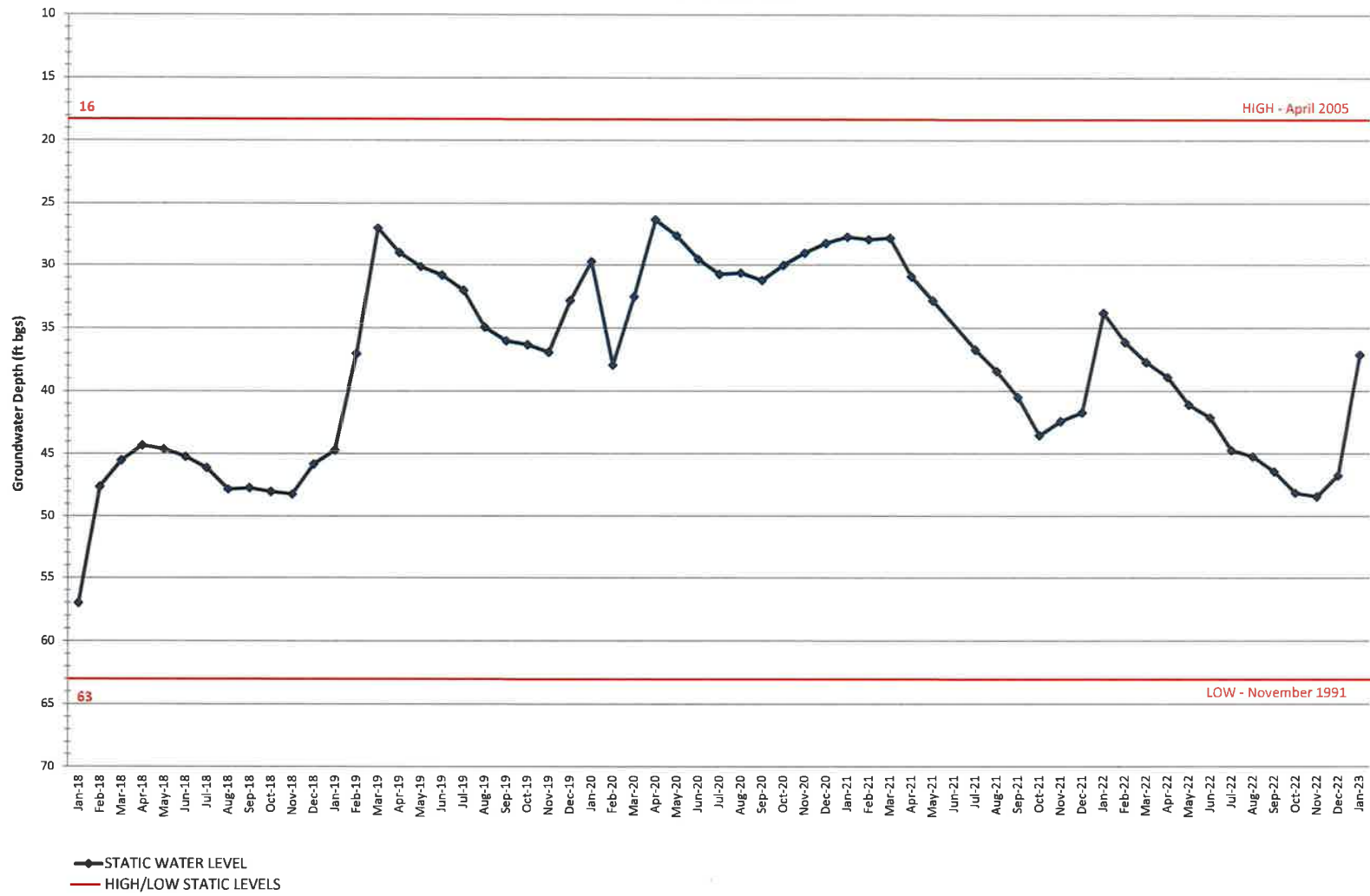
P - Planned
T-Tentative
C- Completed

SCVWA PRODUCTION WELLS

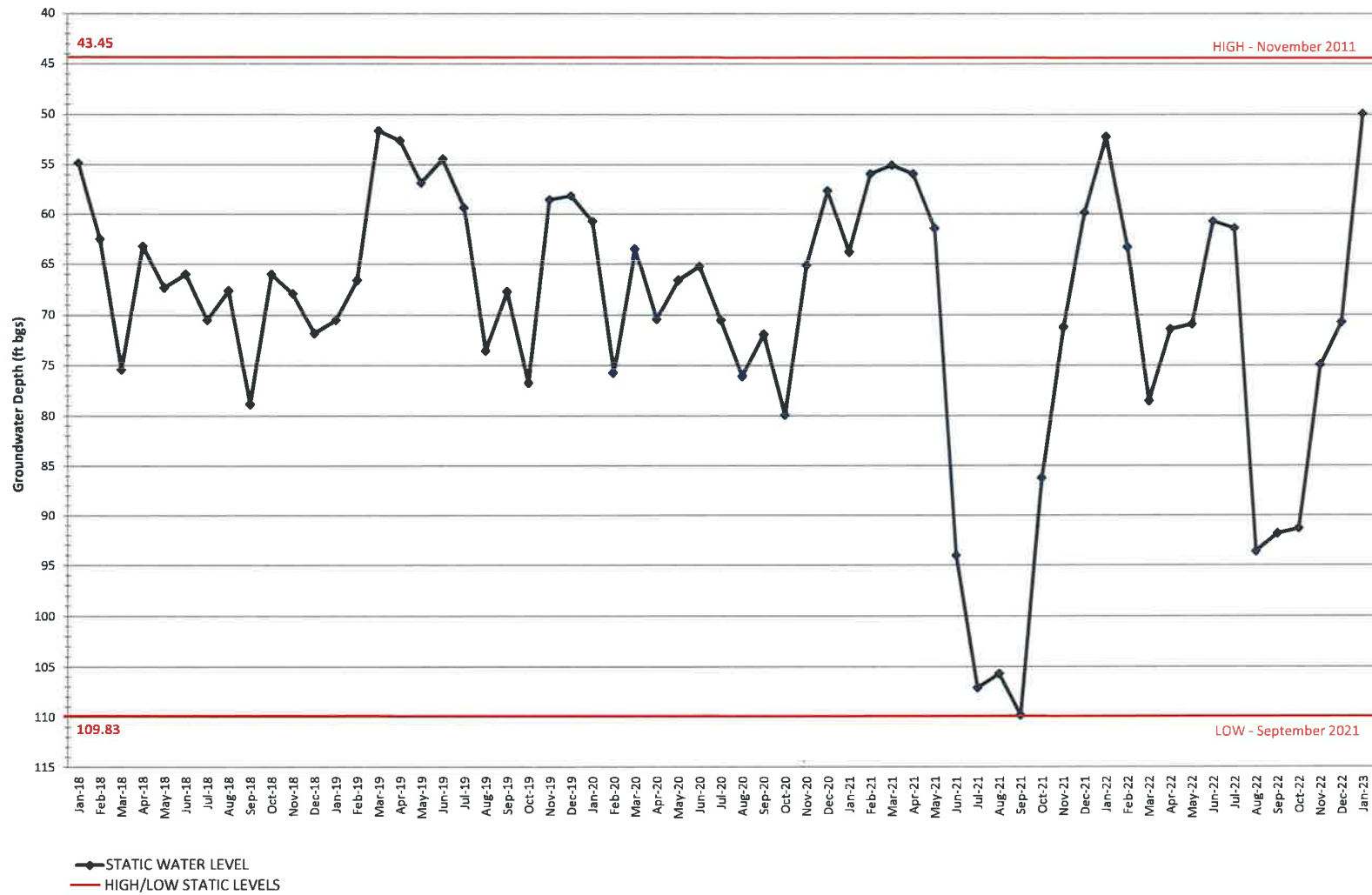


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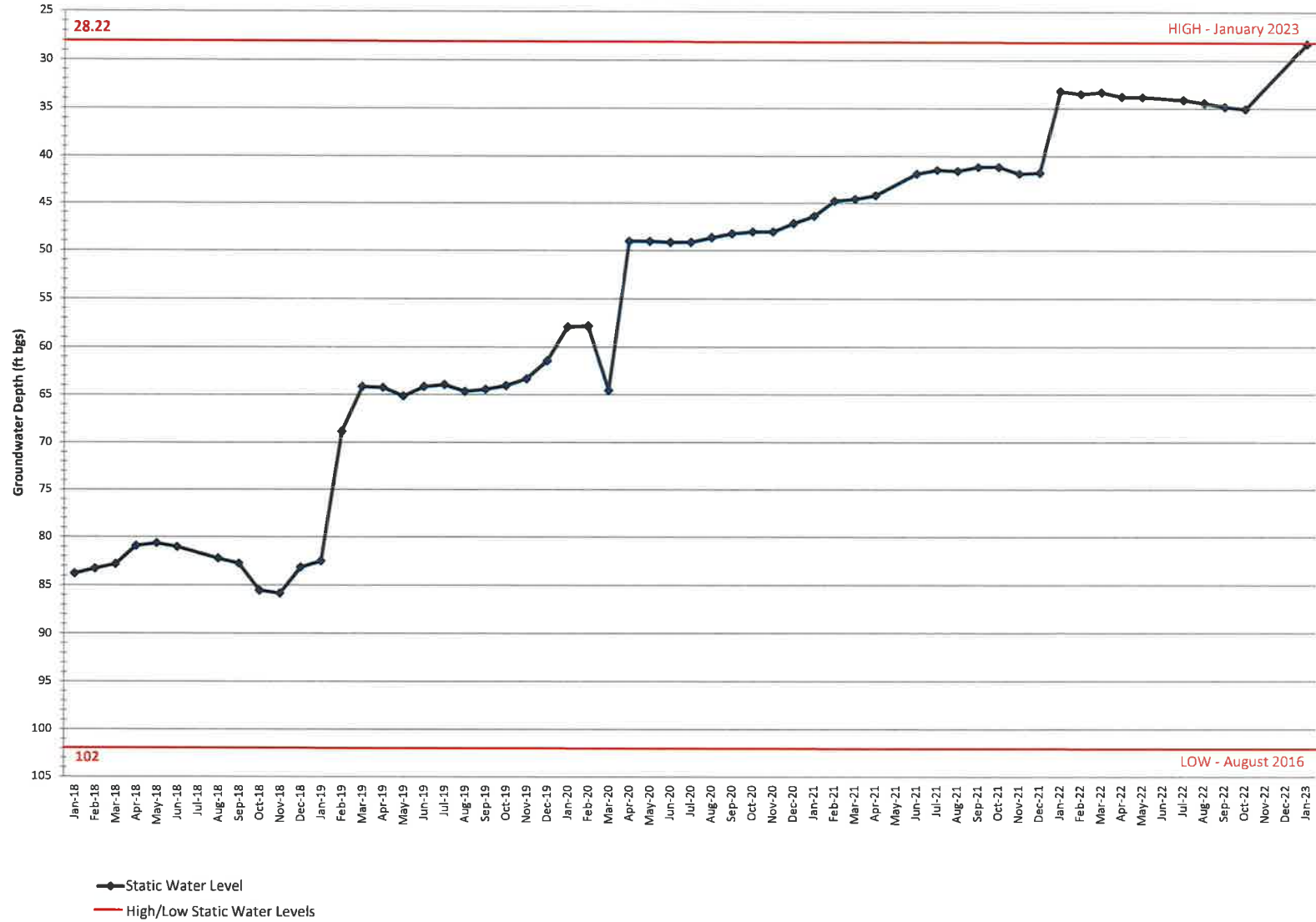
SCV WATER WELL W9
STATIC WATER LEVEL



SCV WATER WELL 207
STATIC WATER LEVEL



**SCV WATER WELL VALLEY CENTER
STATIC WATER LEVEL**



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