

**RESOLUTION NO. SCV-298**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 TO THE GROUND LEASE  
WITH THE CITY OF SANTA CLARITA RELATIVE TO CENTRAL PARK AND  
MAKING FINDINGS THAT THE LEASE IS EXEMPT FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, effective January 2, 1997, Castaic Lake Water Agency (predecessor-in-interest to the Santa Clarita Valley Water Agency ("SCV Water")) entered into a Ground Lease with the City of Santa Clarita ("City") related to the use and development of the property known as Central Park, located on Los Angeles County Assessor's Number 2849-003-901 (the "Ground Lease"); and

**WHEREAS**, the parties executed Amendment No. 1 to the Ground Lease dated February 4, 1997, Amendment No. 2 dated December 16, 2002, and Amendment No. 3 dated December 21, 2007 (Amendments Nos. 1, 2 and 3 and the Ground Lease are collectively the "Ground Lease"); and

**WHEREAS**, SCV Water and the City now seek to enter into Amendment No. 4 to the Ground Lease ("Amendment No. 4") for continued occupancy and use of the Property upon the terms and conditions in Amendment No. 4, which is attached hereto as Exhibit "A" and incorporated herein; and

**WHEREAS**, because Amendment No. 4 is an extension of an existing lease and does not involve development or demolition, it is not a "disposition" of land for purposes of the Surplus Land Act (Government Code section 54220 et seq.) (the "Act"), and therefore, the Act does not apply to this transaction; and

**WHEREAS**, even if the Act were deemed to apply to this transaction, Amendment No. 4 is exempt from the Act because it involves the transfer of interest in real property from one public agency to another for the transferee agency's use (see Government Code Section 54221(f)(1)(D)) - in this case, SCV Water to the City for the City's use as a park; and

**WHEREAS**, SCV Water has the requisite legal right, power, and authority to execute and deliver Amendment No. 4, and carry out and consummate all transactions contemplated therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Santa Clarita Valley Water Agency AS FOLLOWS:

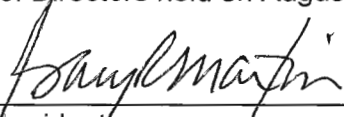
1. The recitals set forth above are true and correct and are made findings of the Board of Directors, and by this reference made an operative part of this Resolution.
2. Amendment No. 4 is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), the "common sense exemption," which provides that CEQA applies only to projects that have the potential for causing a significant effect on the

environment. Here, SCV Water finds Amendment No. 4 exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question" as it provides for the extension of an existing lease for continuation of an existing use in an existing structure, and so will have no "significant effect on the environment." In addition, no ground-disturbing construction activity will take place under Amendment No. 4.

3. Amendment No. 4 is also exempt pursuant to CEQA Guidelines, section 15301, the "Class 1" exemption, which exempts from further environmental review the ongoing operation of existing public structures, facilities, and topographical features. The approval of Amendment No. 4 will not result in a change in operation or use of the existing areas already in use. Lastly, none of the exceptions to the use of these categorical exemptions identified in CEQA Guidelines section 15300.2 apply.
4. The SCV Water General Manager (the "Authorized Representative") or designee is hereby authorized and directed to execute Amendment No. 4, 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.
5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in Amendment No. 4, unless the context otherwise clearly requires.
6. The Board of Directors hereby declares the property that is subject of the Ground Lease and this transaction exempt under the Surplus Land Act pursuant to the above findings and Government Code Section 54221(f)(1)(D)).
7. The Board of Directors directs staff to file a Notice of Exemption within five working days of approval of this Resolution.
8. This Resolution shall take effect immediately upon its passage and adoption.


CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the SCV Water Board of Directors held on August 2, 2022.

  
\_\_\_\_\_  
President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular meeting of the Board of Directors of said Agency held on August 2, 2022, the foregoing Resolution No. SCV-298 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: August 2, 2022

  
\_\_\_\_\_  
Secretary



**Exhibit "A"**

**Ground Lease Amendment No.4**

**Exhibit "A"**

**Ground Lease Amendment No. 4**

## Exhibit A to Resolution

AMENDMENT NO. 4 TO THE GROUND LEASE  
AND AMENDMENT NO. 1 TO LICENSE AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARITA AND  
THE SANTA CLARITA VALLEY WATER AGENCY  
RELATIVE TO CENTRAL PARK SPORTS FACILITY

This Amendment No. 4 to that certain Ground Lease and Amendment No 1 to License Agreement is entered into as of \_\_\_\_\_, by and between the CITY OF SANTA CLARITA ("City") and the SANTA CLARITA VALLEY WATER AGENCY ("Agency") relative to the Central Park Sports Facility Ground Lease between the City and CASTAIC LAKE WATER AGENCY ("CLWA") made January 2, 1997, as amended February 4, 1997 (Amendment No.1), December 16, 2002 (Amendment No. 2) and December 21, 2007 (Amendment No. 3) (the "Ground Lease").

### RECITALS

A. On or about December 11, 1995, the City and CLWA entered into the Memorandum of Understanding By and Between the City of Santa Clarita and the Castaic Lake Water Agency Relative to the Use of Site for Park and Sports Facility Purposes ("MOU"), which provided a basis for the Ground Lease.

B. The MOU provides for two phases of the Ground Lease: Phase 1 for 34.22 acres and Phase 2 for the balance of the 108 acres.

C. The MOU provides for different terms and conditions which apply upon commencement of Phase 2 of the Ground Lease.

D. The Agency is the successor in interest to the CLWA. All terms of the Ground Lease and its amendments continue to be in effect, have not been waived, and are binding on the City and the Agency. The Recitals herein are binding on the parties.

E. The City has now asked that the terms of the Ground Lease be amended a fourth time to increase the amount of real property ("Premises") subject to, and activities permitted by, the Ground Lease.

F. The City's continuing compliance with the terms and conditions of the MOU constitutes material consideration for CLWA's execution of the Ground Lease and the extension of its term and the parties agree that additional specificity is needed regarding certain terms and conditions to address issues which have arisen with development of the park by the City, which issues include, but are not limited to, security, commercial and non-commercial uses and uses of the park for other non-park purposes, fencing, and coordinating with Agency of uses of and improvements to the park.

G. The City and the Agency (as successor to CLWA) are also parties to that certain License Agreement (the "License Agreement"), dated October 1, 2010, under which the City has

been given the right to use a portion of the Agency's land for purposes of a cross-country trail. The City has asked that the License Agreement be amended as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 1.01 is amended to read as follows: Premises: Agency leases to the City and the City hires from Agency, for the term, at the rental and upon all of the conditions set forth herein, a parcel of land of approximately \_\_\_\_\_ acres as described in EXHIBIT "B", REVISED, Legal Description Central Park Lease Area Easement," attached hereto as EXHIBIT "B" and incorporated herein by this reference. Such real property is hereafter referred to as the "Premises." The aforementioned EXHIBIT "B" includes a legal description and depiction of the areas of the Premises used or to be used for activities permitted by the Ground Lease and its amendments, including parking areas, storage, recreational and commercial and non-commercial activities, and bike and cross-country trails. There is no EXHIBIT "A" attached to this amendment.

2. Section 1.03 is be amended to read as follows: In order for the parties to coordinate the use of the park under the Ground Lease and its amendments, and recognizing that the park is developing and changing, the parties shall meet at least annually to discuss the provisions of this Ground Lease and its amendments, specifically of this Amendment No. 4. Such meeting shall occur between July 1 and October 1 of each year and shall include the General Manager, the City Manager or designated senior staff representative of each agency. In the event of any dispute between the parties as to the interpretation or enforcement of the Ground Lease and its amendments, the parties shall meet as set out herein to try to resolve their differences.

3. Section 2.01 is amended by deleting the first sentence and replacing it with: Term. The term of this Lease commenced on January 2, 1997 and, subject to extension or sooner termination as provided below, shall expire at midnight on January 1, 2038.

4. Section 4.03(M)(2) is amended to read as follows: Future Commercial Uses: Future commercial activities on the Premises by the City or its vendors, concessionaires, agents, employees or representatives shall require Agency approval and must be ancillary to a community activity relating to a permitted use of the Premises. Because of the varying nature of potential commercial activities relating to park uses by the City and third-parties, the City shall meet with the Agency in advance of approving and/or undertaking such commercial activities on the Premises to determine what conditions, if any, are necessary for the approval and undertaking of such activities and what percentage of receipts, if any, shall be paid to the Agency. Such approval by the Agency shall be on a case-by-case basis. . Any commercial activity carried out without prior consent shall be considered a violation of the Ground Lease and its amendments. The City explicitly agrees that any such use has been, is and will be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of the Agency and general public.

5. Section 4.03 is amended to add the below subsection O to read as follows: Trails: The City is considering installing bike and cross-country trails on the Premises. The installation

of such bike and cross-country trails is agreed to be a permitted use of the Premises and is hereby approved. The City shall be responsible for any and all costs relating to such installation (including extension of water lines, lighting and so forth). In addition, the City at its own cost shall maintain and operate the trails and trail areas in a safe and clean condition and manner and provide for the necessary security. The City explicitly agrees that any such uses shall be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of the Agency and the general public. Upon termination of the use, the City shall remove any and all improvements and return the area and its landscaping to a clean and attractive condition. The above-mentioned cross-country trail will be configured such that it will join the existing cross-country trail currently used by the City pursuant to the License Agreement, a copy of which is attached hereto as EXHIBIT C. The City and the Agency agree that the License Agreement shall have a term which runs concurrently with the term of the Ground Lease (as such term may hereafter be extended), and that Section 4 (TERMINATION) of the License Agreement is deleted and intentionally left blank. The City is also considering the installation of an exercise and access staircase that will encroach on the Premises. The installation and maintenance of said staircase is not a use permitted by the Ground Lease and its amendments, but rather a use that is being permitted concurrently herewith by an independent license between the City and the Agency, a copy of which is attached hereto as EXHIBIT D. Traditional golf course and related uses are also not permitted on the Premises by the Ground Lease and its amendments. Frisbee golf, however, shall continue to be a permitted use as provided for in Section 1.04 of the third amendment to the Ground Lease. The City agrees that it will not consider approving any ground-disturbing construction activity in the proposed expansion areas for disc golf and the City yard until the City has completed all appropriate CEQA review.

6. Section 6.02 is added to read as follows: Construction of Improvements: Notwithstanding any other provision of the Ground Lease and its amendments, the City shall notify the Agency of maintenance to be undertaken on improvements existing on the Premises that were constructed by the City relating to uses permitted by the Ground Lease. Construction by the City of new improvements on the Premises for a permitted use, however, shall require the written approval of the Agency.

7. Section 11.03 is added and reads as follows: Memorials and Commemorations: The City has erected and/or placed memorials or commemorative signs in or about the Premises, including two obelisks near the butterfly sculpture, the in memoriam wording on the base of the west park entry monument, and the Youth Grove area of the Premises. The City shall not erect, permit or authorize any additional memorials or commemorative signs in or about the Premises.



CITY OF SANTA CLARITA

SANTA CLARITA VALLEY WATER AGENCY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Lease Amendment No. 4 - Exhibit B

## EXHIBIT A

### LEGAL DESCRIPTION

#### CENTRAL PARK LEASE AREA EASEMENT

THAT PORTION OF THE RANCHO SAN FRANCISCO, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGES 521 AND 522 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND SHOWN ON MAP FILED IN BOOK 121 PAGES 44 THROUGH 47 INCLUSIVE, OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHERLY TERMINUS OF THAT COURSE IN THE WESTERLY LINE OF SAID RECORD OF SURVEY SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF NORTH 08°55'37" EAST 1216.06 FEET;

THENCE ALONG SAID WESTERLY LINE NORTH 08°55'37" EAST 1216.06 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTHWESTERLY LINES OF SAID RECORD OF SURVEY, THE FOLLOWING COURSES:

NORTH 21°04'21" EAST 724.82 FEET;

NORTH 34°43'55" EAST 1,406.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,560.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 16°23'48" EAST;

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°32'58" AN ARC DISTANCE OF 287.23 FEET;

TANGENT TO SAID CURVE, NORTH 63°03'14" EAST 553.78 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 26°56'46" EAST 157.31 FEET;

THENCE NORTH 63°03'14" EAST 83.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 115.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°41'06" AN ARC DISTANCE OF 81.66 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 22°22'08" EAST 75.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 140.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°50'34" AN ARC DISTANCE OF 131.56 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 76°12'42" EAST 597.32 FEET;

THENCE NORTH 78°38'53" EAST 35.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 309.22 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 07°25'26" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°25'36" AN ARC DISTANCE OF 137.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 666.35 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 20°16'26" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°29'15" AN ARC DISTANCE OF 412.72 FEET;

THENCE SOUTH 30°39'30" EAST 169.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 160.40 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 81°37'44" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°48'14" AN ARC DISTANCE OF 156.23 FEET;

THENCE SOUTH 89°17'43" WEST 144.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 51.25 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 56°06'05" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'32" AN ARC DISTANCE OF 32.51 FEET;

THENCE SOUTH 20°05'53" EAST 60.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 29.13 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 68°55'28" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°34'10" AN ARC DISTANCE OF 20.62 FEET;

THENCE SOUTH 51°50'18" WEST 48.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 68.56 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 13°27'55" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°28'24" AN ARC DISTANCE OF 43.64 FEET;

THENCE NORTH 61°26'50" WEST 18.50 FEET;

THENCE NORTH 55°46'27" WEST 81.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,483.27 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 76°43'27" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'52" AN ARC DISTANCE OF 304.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 16.00 FEET A RADIAL, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 48°18'32" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98°02'51" AN ARC DISTANCE OF 27.38 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 40°15'41" WEST 52.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 49.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°01'43" AN ARC DISTANCE OF 65.88 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 408.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°52'49" AN ARC DISTANCE OF 105.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 120.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°59'25" AN ARC DISTANCE OF 77.47 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°31'41" AN ARC DISTANCE OF 90.61 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 01°42'29" EAST 128.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°57'28" AN ARC DISTANCE OF 74.83 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 71.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°50'15" AN ARC DISTANCE OF 80.35 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 14°49'42" EAST 44.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 80.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°38'07" AN ARC DISTANCE OF 93.04 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 128°49'29" AN ARC DISTANCE OF 191.12 FEET;

THENCE SOUTH 75°18'15" EAST 310.28 FEET;

THENCE SOUTH 39°54'16" WEST 227.51 FEET;

THENCE NORTH 81°24'42" WEST 229.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 224.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 49°16'45" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°27'04" AN ARC DISTANCE OF 134.69 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 68.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°45'45" AN ARC DISTANCE OF 92.29 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 27°03'56" WEST 83.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°58'26" AN ARC DISTANCE OF 73.89 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 75°57'38" WEST 362.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 280.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°33'46" AN ARC DISTANCE OF 432.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 199.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'16" AN ARC DISTANCE OF 189.25 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 113.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°29'50" AN ARC DISTANCE OF 117.34 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 235.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°09'27" AN ARC DISTANCE OF 99.08 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 66.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°37'29" AN ARC DISTANCE OF 60.62 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 115.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°21'46" AN ARC DISTANCE OF 131.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 506.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°50'11" AN ARC DISTANCE OF 175.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 86.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°09'02" AN ARC DISTANCE OF 125.53 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 221.56 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°05'41" AN ARC DISTANCE OF 298.12 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 105.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°20'41" AN ARC DISTANCE OF 59.27 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 223.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°29'11" AN ARC DISTANCE OF 254.88 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 41°29'18" WEST 143.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°40'12" AN ARC DISTANCE OF 134.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 178.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°40'46" AN ARC DISTANCE OF 219.58 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 98.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°09'41" AN ARC DISTANCE OF 145.66 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 08°20'27" WEST 205.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 53.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°07'30" AN ARC DISTANCE OF 71.34 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 85°27'57" WEST 218.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°46'21" AN ARC DISTANCE OF 205.38 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 48°41'36" WEST 138.59 FEET;

THENCE NORTH 22°46'38" WEST 100.97 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 111.909 ACRES, MORE OR LESS



*Michael A. Kenada*

03/26/22

# EXHIBIT "B"

SHEET 1 OF 4

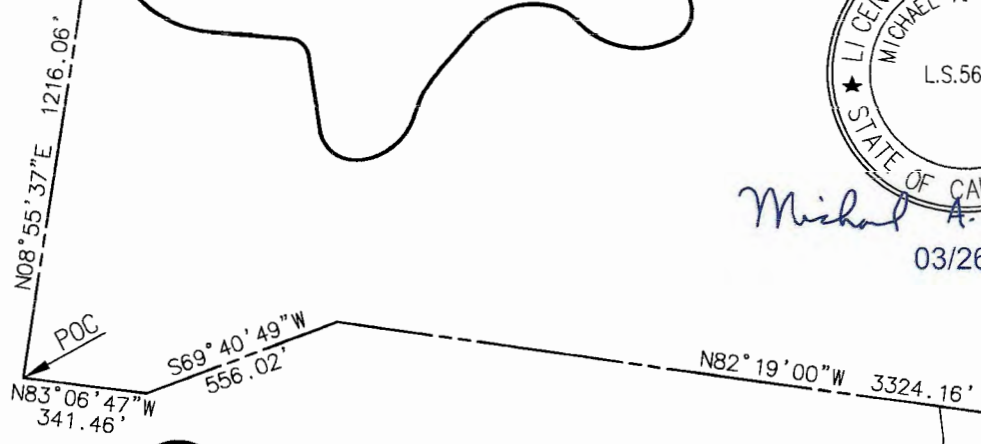
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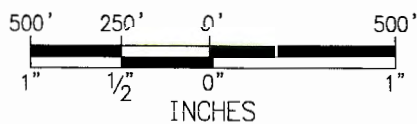


*Michael A. Kennada*

03/26/22



FEET



## LEGEND

- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING

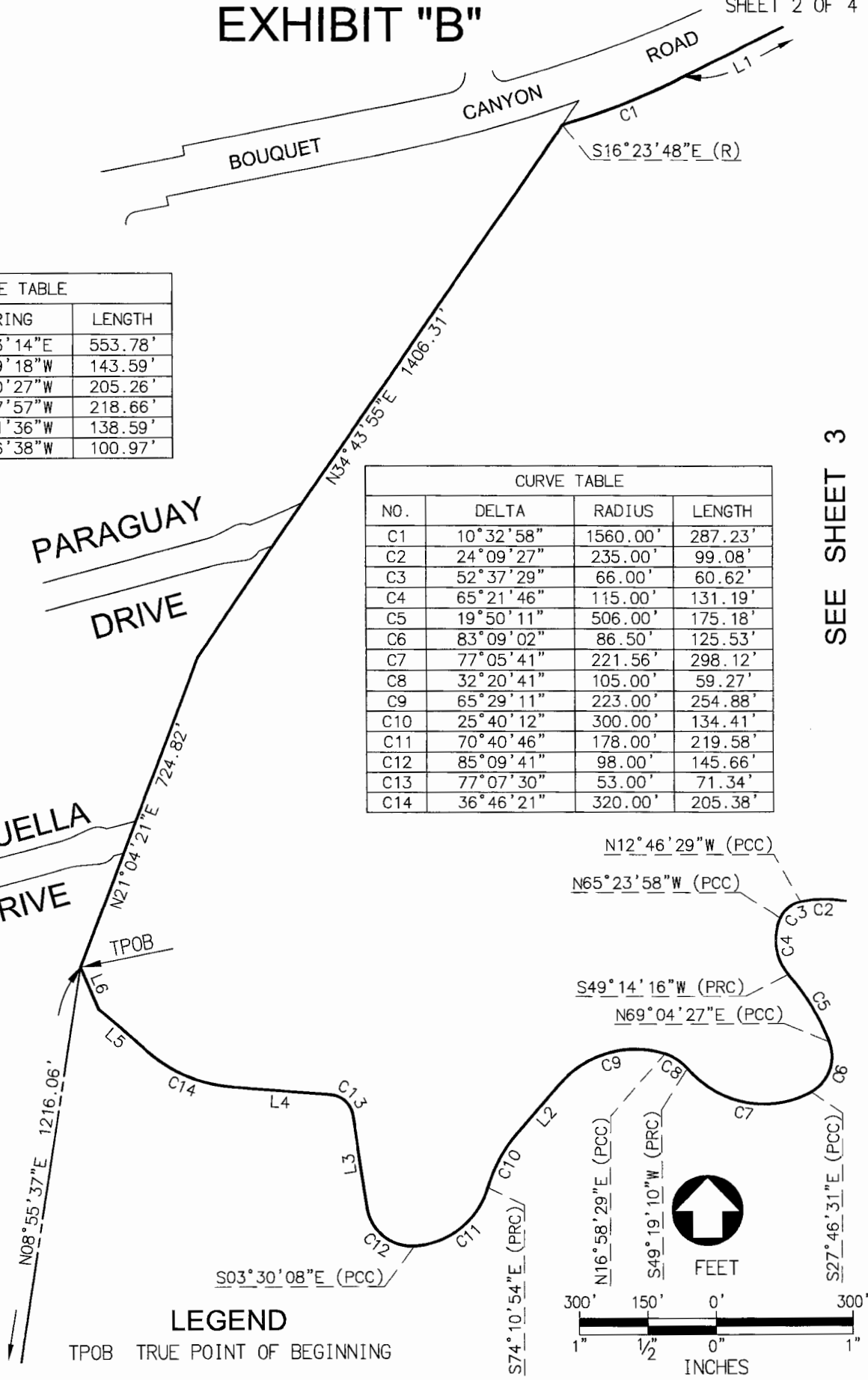
# EXHIBIT "B"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N63°03'14"E	553.78'
L2	S41°29'18"W	143.59'
L3	N08°20'27"W	205.26'
L4	N85°27'57"W	218.66'
L5	N48°41'36"W	138.59'
L6	N22°46'38"W	100.97'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	10°32'58"	1560.00'	287.23'
C2	24°09'27"	235.00'	99.08'
C3	52°37'29"	66.00'	60.62'
C4	65°21'46"	115.00'	131.19'
C5	19°50'11"	506.00'	175.18'
C6	83°09'02"	86.50'	125.53'
C7	77°05'41"	221.56'	298.12'
C8	32°20'41"	105.00'	59.27'
C9	65°29'11"	223.00'	254.88'
C10	25°40'12"	300.00'	134.41'
C11	70°40'46"	178.00'	219.58'
C12	85°09'41"	98.00'	145.66'
C13	77°07'30"	53.00'	71.34'
C14	36°46'21"	320.00'	205.38'

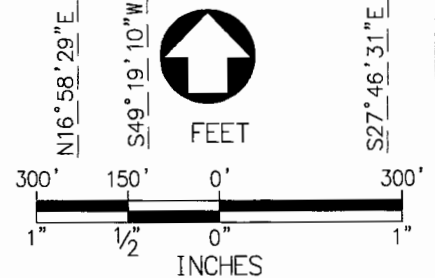
SEE SHEET 3

BOUQUET CANYON  
 PARAGUAY DRIVE  
 ESPUELLA DRIVE



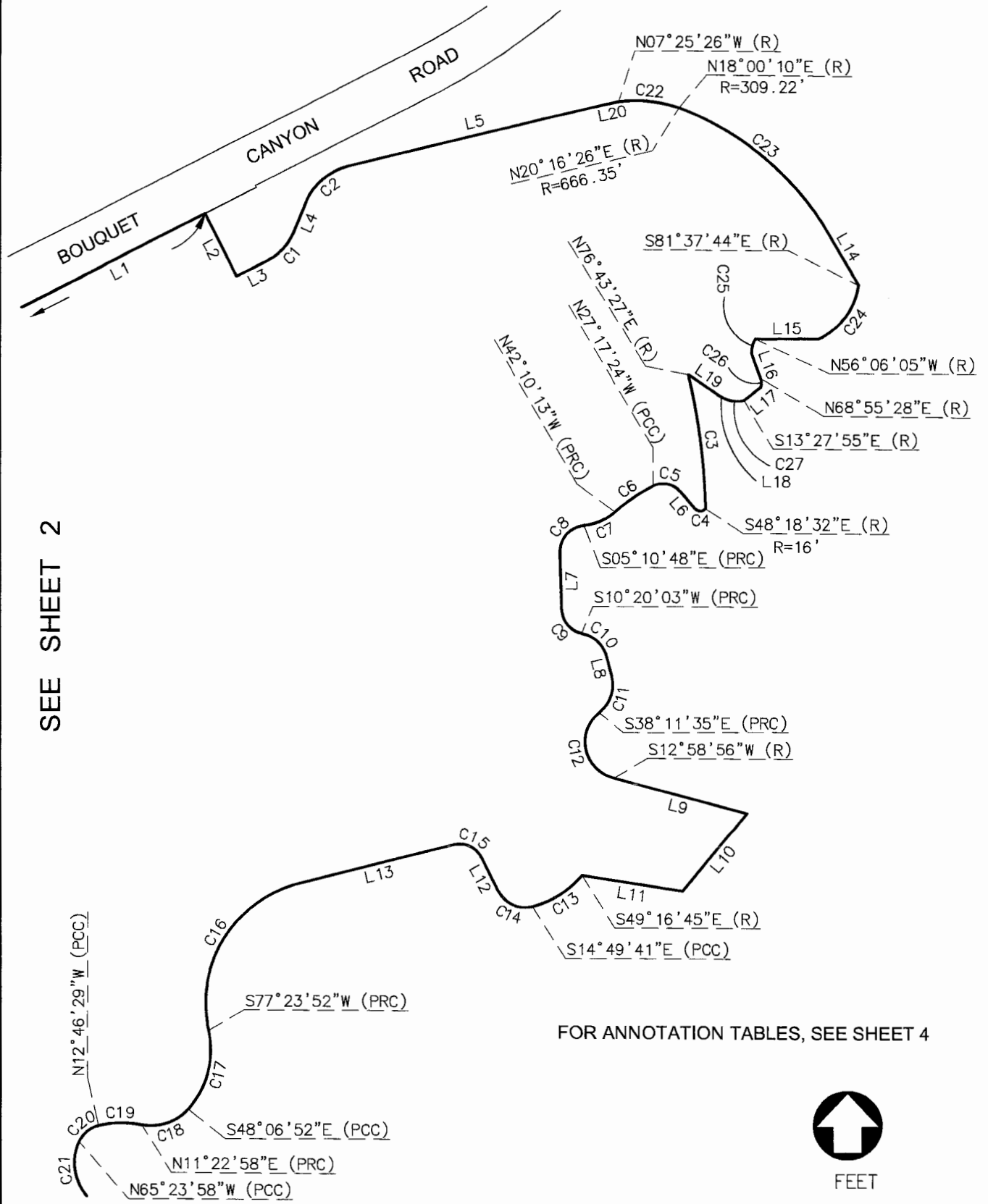
## LEGEND

TPOB TRUE POINT OF BEGINNING



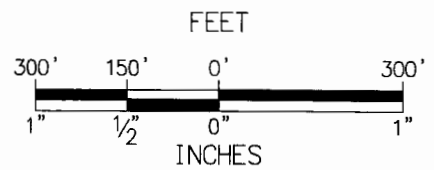


# EXHIBIT "B"



SEE SHEET 2

FOR ANNOTATION TABLES, SEE SHEET 4



## EXHIBIT "B"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N63°03'14"E	553.78'
L2	S26°56'46"E	157.31'
L3	N63°03'14"E	83.08'
L4	N22°22'08"E	75.38'
L5	N76°12'42"E	597.32'
L6	N40°15'41"W	52.16'
L7	S01°42'29"E	128.10'
L8	S14°49'42"E	44.18'
L9	S75°18'15"E	310.28'
L10	S39°54'16"W	227.51'
L11	N81°24'42"W	229.23'
L12	N27°03'56"W	83.18'
L13	S75°57'38"W	362.35'
L14	S30°39'30"E	169.16'
L15	S89°17'43"W	144.45'
L16	S20°05'53"E	60.65'
L17	S51°50'18"W	48.37'
L18	N61°26'50"W	18.50'
L19	N55°46'27"W	81.21'
L20	N78°38'53"E	35.09'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	40°41'06"	115.00'	81.66'
C2	53°50'34"	140.00'	131.56'
C3	11°46'52"	1483.27'	304.99'
C4	98°02'51"	16.00'	27.38'
C5	77°01'43"	49.00'	65.88'
C6	14°52'49"	408.00'	105.96'
C7	36°59'25"	120.00'	77.47'
C8	86°31'41"	60.00'	90.61'
C9	77°57'28"	55.00'	74.83'
C10	64°50'15"	71.00'	80.35'
C11	66°38'07"	80.00'	93.04'
C12	128°49'29"	85.00'	191.12'
C13	34°27'04"	224.00'	134.69'
C14	77°45'45"	68.00'	92.29'
C15	76°58'26"	55.00'	73.89'
C16	88°33'46"	280.00'	432.80'
C17	54°29'16"	199.00'	189.25'
C18	59°29'50"	113.00'	117.34'
C19	24°09'27"	235.00'	99.08'
C20	52°37'29"	66.00'	60.62'
C21	65°21'46"	115.00'	131.19'
C22	25°25'36"	309.22'	137.22'
C23	35°29'15"	666.35'	412.72'
C24	55°48'14"	160.40'	156.23'
C25	36°20'32"	51.25'	32.51'
C26	40°34'10"	29.13'	20.62'
C27	36°28'24"	68.56'	43.64'

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Lease Amendment No. 4 - Exhibit C

10-00412

LICENSE AGREEMENT BETWEEN THE  
CITY OF SANTA CLARITA AND CASTAIC LAKE WATER AGENCY

THIS LICENSE is made and executed this 18 day of oct 2010, between CASTAIC LAKE WATER AGENCY, a California public agency ("CLWA") and the CITY OF SANTA CLARITA, a municipal corporation ("CITY"). CLWA and CITY are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

**WHEREAS**, CITY desires to license from CLWA certain real property for recreational purposes as further described herein; and

**WHEREAS**, CITY's use of CLWA's real property will require installation of fencing by CITY, thereby providing an increase to the security of CLWA's facilities.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and terms and conditions herein, CLWA and CITY agree as follows:

AGREEMENT

1. **LICENSE: DESCRIPTION OF PROPERTY.** CLWA licenses to CITY to use, on the terms and conditions in this License, the real property legally described and depicted in Exhibit A attached hereto (the "Property") for a cross country trail as depicted in Exhibit B attached hereto and further explained in Section 2 below. CLWA's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. **USE OF PROPERTY.**

A. CITY may use the Property for the construction, operation and maintenance of a cross-country trail for public use (excluding the use of motorized equipment). The trail may also be used for recreational events sponsored by a third party, as further described in paragraph B. of this section. Trail improvements shall consist of a newly graded dirt pathway and fencing as mutually agreed by CITY and CLWA. The trail shall be between six (6) and eight (8) feet in width in the approximate location depicted in Exhibit B attached hereto.

B. Schedule of events by third parties will be provided to CLWA on an annual basis, and CITY will endeavor to provide 14 days notice of any deviations to said scheduled events

C. CITY shall not use the Property for any purpose other than as set forth in Section 2(A) above without obtaining CLWA's prior written consent.

D. CLWA may change, amend, or terminate CITY's use of Property at any time, and in its sole discretion, verbally or in writing.

3. **TERM.** Except as provided in Section 4, the term of this license shall begin on September 10, 2010, and end on January 1, 2012. The terms of renewal shall coincide with that of the existing ground lease between CLWA and CITY for the operation of Central Park, and therefore the term shall automatically be extended for a period of one year on January 1 of each year, subject to prior written authorization by CLWA during its annual review of the ground lease.

4. **TERMINATION.**

- A. CLWA or City may terminate this License at any time with or without cause, upon written notification. Termination shall be effective upon 45 days notice, unless specified otherwise.
- B. By executing this document, the Parties waive any and all claims for damages that might otherwise arise from either Party's termination under this Section.
- C. Upon termination of this License, CITY shall remove all personal property, improvements and appurtenances from the Property no later than thirty (30) days after the effective termination date in Section 4.A above. The Property shall be left in a clean and orderly condition. Should CITY not remove all personal property, improvements and appurtenances from Property within such thirty (30) days, CLWA may remove such items at the cost of the CITY, which shall be paid to CLWA by CITY within forty five (45) days of receipt of written invoice from CLWA. This provision shall survive the termination of this License.

5. **CONDEMNATION.** If all or part of Property is acquired by eminent domain or purchase in lieu thereof, CITY acknowledges that it shall have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to CITY's improvements.

6. **ALTERATIONS.** CITY shall not make, or cause to be made, any alterations to Property, or any part thereof, except as specified herein and in the attached exhibits without CLWA's prior written consent.

7. **HAZARDOUS/TOXIC WASTE.** CLWA has not, nor, to CLWA's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. CITY agrees that it shall not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. CITY agrees to defend and indemnify CLWA, to the extent stated in

Section 11, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

8. **SIGNS.** CITY shall not place any sign upon Property except as specified herein and in the attached exhibits without CLWA's prior written consent. CITY shall pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

9. **ASSIGNMENT.** CITY shall not assign this License or any interest therein. The CITY is authorized to issue temporary permits to allow for third party use of the Property consistent with the events described in Section 2, provided the third party meets the insurance requirements set forth in Section 11.01, paragraph B, and agrees to defend and indemnify CLWA, its directors, officers, employees, agents, consultants, or volunteers. The indemnification provided to CLWA, its directors, officers, employees, agents, consultants, or volunteers shall be in substantially the same form and scope as that provided under Section 10 below.

10. **INDEMNIFICATION.**

10.01 Exculpation of CLWA: To the fullest extent permitted by law, CITY agrees that CLWA shall not be liable to CITY or its employees, agents, subtenants, or invitees or any other persons, or for their property, on any legal basis whatsoever, and CITY waives all claims against CLWA for damage to person or property arising for any reason or in any way with respect to this License Agreement. CLWA or its agents shall not be liable for interference with light, air, or for any latent defect in the Property.

10.02 Indemnification: CITY at its own and sole expense shall to the fullest extent permitted by law indemnify and hold harmless and defend CLWA, its directors, officers, employees, agents, consultants, or volunteers, and each of them, from and against:

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CLWA and/or CITY, or any directors, officers, employees, agents, consultants, and/or volunteers of CLWA or CITY, and damages to or destruction of property of any person, including but not limited to, CLWA and/or CITY and their directors, officers, employees, agents, consultants, and/or volunteers, arising out of or in any manner directly or indirectly connected with this License, except to the extent caused by the sole negligence or willful misconduct of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers;

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, relating to the use of this License Agreement, or resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CITY; and

C. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising from any breach or

default in the performance of any obligation of this License Agreement on CITY's part to be performed under the terms of this License, or arising from any act or negligence of the CITY, or of any officer, agent, employee, guest, or invitee of CITY.

CITY agrees to carry insurance for this purpose as set out in this License. (See Section 11 of this License for insurance specifications and coverage.) CITY's obligation to indemnify, hold harmless and defend shall not be restricted to insurance proceeds, if any, received by CLWA or its directors, officers, employees, agents, consultants, and/or volunteers.

CITY shall give prompt written notice to CLWA in case of casualty or accidents in, on, or about the Property. CITY, upon notice from CLWA, shall defend CLWA at CITY's expense by counsel reasonably satisfactory to CLWA.

## 11. INSURANCE.

11.01 Commercial General Liability and Automobile Liability Insurance: CITY shall provide and maintain at its sole cost and expense, and shall keep in force during the License term, the following commercial general liability and automobile liability insurance, insuring the CLWA and the CITY against any liability arising in any way out of this License and/or the ownership, use, occupancy, and maintenance of the Property, and all areas appurtenant thereto, as follows:

A. Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
2. Insurance Services Office Form Number CA 0001 (ed 1/87) covering Automobile Liability, Symbol 1 (any auto)

B. Limits – CITY shall maintain limits no less than the following:

1. General Liability – Five million dollars (\$5,000,000) per occurrence for death or bodily injury, and/or personal injury to one person and Two million dollars (\$2,000,000) per occurrence for property damage affecting one person. Ten million dollars (\$10,000,000) per occurrence for death or bodily injury and/or personal injury to more than one person and Two million dollars (\$2,000,000) per occurrence for property damage to more than one person in any one occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to the License (with ISO CG 2501 or insurer's equivalent endorsement provided to CLWA) or the general aggregate limit shall be twice the required occurrence limit. In the event of use by a third party authorized under a permit issued by the CITY, the third party shall be required to provide CLWA with liability coverage in amounts equal to that provided to the City by the third party. Unless waived in writing by CLWA, the liability insurance provided by the third party must comply with the required provisions set forth in Section 11.01.C. below with respect to additional insured status, waiver of subrogation, and the primary and noncontributing

requirement.

2. Automobile Liability – Ten million dollars (\$10,000,000) per accident for death or bodily injury and/or personal injury and property damage, combined single limit.

C. Required Provisions – The general liability and automobile liability policies are to contain, BY ENDORSEMENT, the following provisions:

1. CLWA, its director, officers, employees, agents, consultants, and/or volunteers are to be covered as insureds as respects: any liability arising in any way or on any legal theory out of this License by the CITY; including liability with respect in any way to automobiles owned, leased, hired or borrowed by the CITY. The coverage shall contain no special limitations on the scope of protection afforded to CLWA, its directors, officers, employees, agents, consultants, and/or volunteers.

2. For any claims related to this License, the CITY's insurance shall be primary insurance as respects CLWA, its directors, officers, employees, agents, consultants, and/or volunteers. Any insurance, pooled coverage or self-insurance maintained by the CLWA its directors, officers, employees, agents, consultants, and/or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the CLWA, its directors, officers, employees, agents, consultants, and/or volunteers.

4. The CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. CITY's insurance shall cover all contractually assumed CITY liability obligations under Section 10 of this License.

6. Each insurance policy shall specifically state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, which has been actually and physically received by CLWA.

Such liability insurance shall indemnify the CITY and its contractors against loss from liability imposed by law upon, or assumed under contract by, the CITY or its contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to CLWA, which includes a cross-liability clause, and covers bodily injury (including death) and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability.



Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. CLWA, its directors, officers, employees, agents, consultants, and/or volunteers shall be named as additional insureds on any such policies. Any additional insured endorsement (ISO CG 2011 (ISO CG 2024 if land only) or equivalent) (modified to include provision C-6 above) and a certificate of insurance (Accord Form 25.S or equivalent), shall be provided to CLWA.

The insurer shall waive all rights of subrogation against CLWA. CITY shall provide CLWA with a certificate of insurance for property insurance coverage and evidence of waiver of rights of subrogation against CLWA and its directors, officers, employees, agents, consultants, and/or volunteers.

D. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by CLWA. At the option of CLWA, the insurer shall reduce or eliminate such deductibles or self-insured retentions.

E. Acceptability of Insurers – Insurance is to be placed by CITY with insurers having a current A. M. Best's rating of no less than A-:VII or equivalent, licensed to do business in the State of California, and authorized to write such insurance in the State of California.

11.02 Property Damage: CITY shall at its own and sole expense obtain and keep in force during the term of this License a policy or policies of insurance covering loss or damage to the Property and the improvements thereon, in the amount of the full replacement value thereof providing protection against all perils including within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). The aforesaid policies shall name both the CLWA and CITY as insureds. CITY shall provide the CLWA with a certified copy of the aforesaid policies. If CITY shall fail to procure and maintain said insurance, CLWA may, but at the expense of the CITY, obtain such insurance.

CITY's property insurance covering all risks of direct physical loss, damage or destruction to real and personal property shall include explosion, collapse, underground excavation and removal of lateral support. CLWA shall be named as an additional primary insured on any such policy.

The insurer shall waive all rights of subrogation against CLWA. CITY shall provide CLWA with a certificate of insurance for property insurance coverage and evidence of waiver of rights of subrogation against CLWA and its directors, officers, employees, agents, consultants, and/or volunteers.

11.03 CITY's Blanket Insurance: Notwithstanding anything to the contrary contained within this Section, CITY's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by CITY, provided, however, that CLWA shall be named as an additional insured thereunder as its interest may appear and that the coverage afforded the CLWA will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that all the requirements and specifications set forth herein are in every respect otherwise

satisfied.

11.04 Notice of Cancellation: CITY agrees that on or before twenty (20) days prior to expiration of any insurance policy, CITY will deliver to CLWA written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another insurance company, meeting the requirements of this Section 13.

11.05 Workers' Compensation: CITY and CLWA, for their respective employees, if any, on the Property of the park, shall carry adequate Workers' Compensation Insurance in accordance with the laws of the State of California. By its signature hereunder, CITY certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CITY agrees to and will comply with such provisions in connection with any work performed on the Property. Any persons providing services with or on behalf of CITY shall be covered by workers' compensation (or qualified self-insurance).

CITY and its contractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their respective employees working on or about the Property, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and CITY shall defend, protect and save harmless CLWA, its directors, officers, employees, agents, consultants, and/or volunteers from and against all claims, suits, and actions arising from any failure of the CITY or any contractor hired by the CITY to maintain such insurance. Before execution of the License, CITY shall furnish to CLWA satisfactory proof that it has taken out full workers' compensation for all persons employed directly by it or through contractors hired by CITY to carry out any work in any way concerning the Property, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California, and any Acts amendatory thereof.

CITY shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

CITY shall provide CLWA with a certificate of Workers' Compensation and Employer's liability insurance coverage.

11.06 Evidences of Insurance: Prior to execution of the License, CITY shall file with CLWA evidences of insurance, including originals of all required insurance policy endorsements, from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2011 or 2024 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names and/or capacities of the insured, and additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date.

CITY shall, upon demand of CLWA, deliver to CLWA all such policy or policies of

insurance and the receipts for payment of premiums thereon; and should CITY neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to CLWA, then it is agreed that CLWA may (but has no obligation to) obtain and maintain such insurance, and CITY hereby appoints CLWA its true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by CLWA for insurance premiums under the provision of this section shall be charged to CITY as additional rent.

CITY and CLWA agree that CLWA's receipt of insurance documents from CITY or its insurers does not constitute CLWA's agreement that such insurance documents are sufficient under this License, and that CITY is fully responsible for supplying insurance documents and coverage in compliance with the requirements of this License.

12. **COMPLIANCE WITH LAW.** CITY shall, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Property and shall faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of CITY in any action or proceeding against CITY, whether CLWA be a party thereto or not, that CITY has violated any such ordinance or statute in the use of Property shall be conclusive of that fact as between CLWA and CITY.

13. **BREACH.** The violation of any of the provisions of this License shall constitute a breach of this License by CITY, and in such event said License shall automatically cease and terminate.

14. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this License shall not constitute a waiver of any further breach of the same or other term of this License.

15. **ENTRY BY CLWA AND PUBLIC.** This License does not convey any property interest to CITY. Except for areas restricted because of safety concerns, CLWA shall have unrestricted access upon Property for all lawful acts.

16. **INSOLVENCY; RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of CITY, or a general assignment by the CITY for the benefit of creditors, or any action taken or offered by CITY under any insolvency or bankruptcy action, shall constitute a breach of this License by CITY, and in such event said License shall automatically cease and terminate.

17. **NOTICES.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

CLWA at:  
Castaic Lake Water Agency  
27234 Bouquet Canyon Road

Santa Clarita, California 91350  
Attn: Brian Folsom  
or to CITY at:  
City of Santa Clarita  
23920 Valencia Boulevard, Suite  
120 Santa Clarita, CA 91355  
Attn: Rick Gould

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License shall be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

19. **GOVERNING LAW.** This License has been made in and shall be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License shall be in Los Angeles County.

20. **PARTIAL INVALIDITY.** Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License shall remain in effect, unimpaired by the holding.

21. **INTEGRATION.** This instrument and its Attachments constitute the sole agreement between CLWA and CITY respecting Property, the use of Property by CITY, and the specified License term, and correctly sets forth the obligations of CLWA and CITY. Any agreement or representations respecting Property or its licensing by CLWA to CITY not expressly set forth in this instrument are void.

22. **CONSTRUCTION.** The language of each part of this License shall be construed simply and according to its fair meaning, and this License shall never be construed either for or against either party.

23. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified only by written agreement.

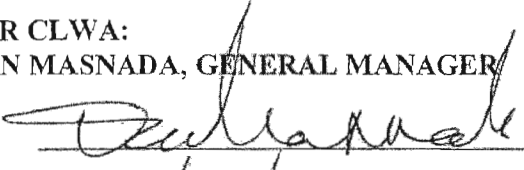
24. **CONFLICT OF INTEREST.** CITY shall comply with all conflict of interest laws and regulations including.

25. **COUNTERPARTS.** This License may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.


**FOR CLWA:**  
**DAN MASNADA, GENERAL MANAGER**

BTF

By: 

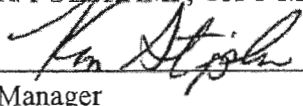
Date: 9/23/10

**APPROVED AS TO FORM:**  
**MCCORMICK, KIDMAN & BEHRENS, LLP**

By: 

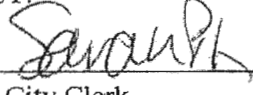
Date: 9-23-10

**FOR CITY OF SANTA CLARITA:**  
**KENNETH R. PULSKAMP, CITY MANAGER**

By:   
City Manager

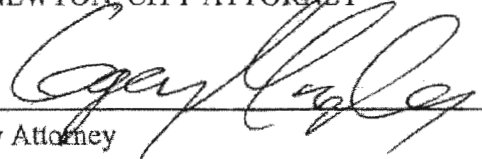
Date: 9/27/10

**ATTEST:**

By:   
City Clerk

Date: 10/1/10

**APPROVED AS TO FORM:**  
**CARL K. NEWTON, CITY ATTORNEY**

By:   
City Attorney

Date: 9/23/10

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EASEMENTS FOR PUBLIC USE AND TRAIL PURPOSES  
IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

BEING 16.00 FOOT WIDE EASEMENTS FOR PUBLIC USE AND TRAIL PURPOSES TO THE CITY OF SANTA CLARITA IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, UPON, OVER, AND ACROSS PORTIONS OF THE RANCHO SAN FRANCISCO PER MAP FILED IN BOOK 1 PAGES 521 AND 522 OF PATENTS, RECORDS OF SAID COUNTY, LYING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

**TRAIL 1**

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 6 AS SHOWN ON MAP OF TRACT NO. 53425-01 FILED IN BOOK 1325 PAGES 1 THROUGH 15, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING IN THE SOUTHERLY LINE OF THE LAND DEEDED TO THE CITY OF LOS ANGELES BY DEED RECORDED AUGUST 2, 1951, AS INSTRUMENT NO. 1714 IN BOOK 36908 PAGE 383 OF OFFICIAL RECORDS AND AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 121 PAGES 44 THROUGH 47, INCLUSIVE, OF RECORDS OF SURVEY, BOTH RECORDS OF SAID COUNTY;

1. THENCE NORTH 71°04'31" EAST, ACROSS SAID CITY OF LOS ANGELES LANDS, 1,343.13 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;
2. THENCE NORTH 22°42'01" WEST 31.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 100.00 FEET;
3. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°32'43" AND AN ARC LENGTH OF 37.60 FEET;
4. THENCE ON A TANGENT BEARING NORTH 01°09'18" WEST 74.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 100.00 FEET;
5. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'09" AND AN ARC LENGTH OF 23.39 FEET;
6. THENCE ON A TANGENT BEARING NORTH 14°33'27" WEST 119.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 75.00 FEET;
7. THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°51'03" AND AN ARC LENGTH OF 61.33 FEET;
8. THENCE ON A TANGENT BEARING NORTH 32°17'36" EAST 42.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.00 FEET;
9. THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°35'11" AND AN ARC LENGTH OF 78.18 FEET;
10. THENCE ON A TANGENT BEARING NORTH 57°17'35" WEST 92.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 75.00 FEET;
11. THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°27'20" AND AN ARC LENGTH OF 115.79 FEET;
12. THENCE ON A TANGENT BEARING NORTH 31°09'46" EAST 69.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 50.00 FEET;
13. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°38'13" AND AN ARC LENGTH OF 11.90 FEET TO A POINT ON CURVE DESIGNATED AS POINT "A", FROM WHICH A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 72°28'27" WEST;
14. THENCE CONTINUING NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°30'45" AND AN ARC LENGTH OF 17.03 FEET;
15. THENCE ON A TANGENT BEARING NORTH 01°59'12" WEST 36.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 75.00 FEET;

16. THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°44'05" AND AN ARC LENGTH OF 83.43 FEET;
17. THENCE ON A TANGENT BEARING NORTH 61°44'53" EAST 47.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET;
18. THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°44'29" AND AN ARC LENGTH OF 101.70 FEET;
19. THENCE ON A TANGENT BEARING NORTH 15°56'35" WEST 137.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET;
20. THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°10'30" AND AN ARC LENGTH OF 36.80 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 63°46'06" WEST;
21. THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°31'09" AND AN ARC LENGTH OF 52.81 FEET;
22. THENCE ON A TANGENT BEARING NORTH 34°17'14" WEST 24.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET;
23. THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°50'13" AND AN ARC LENGTH OF 32.15 FEET;
24. THENCE ON A TANGENT BEARING NORTH 02°32'59" EAST 32.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 100.00 FEET;
25. THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°43'34" AND AN ARC LENGTH OF 36.17 FEET;
26. THENCE ON A TANGENT BEARING NORTH 18°10'34" WEST 111.52 FEET;
27. THENCE NORTH 67°01'13" WEST 48.03 FEET TO A POINT FROM WHICH THE MOST NORTHEASTERLY CORNER OF LOT 4 OF SAID TRACT NO. 53425-01 BEARS SOUTH 71°12'19" WEST 1865.80 FEET, SAID POINT ALSO BEING THE END OF TRAIL 1.

**TRAIL 2**

**BEGINNING AT POINT "A" AS DESCRIBED IN COURSE NO. 13 OF TRAIL 1 ABOVE;**

1. THENCE SOUTH 55°39'41" WEST 78.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 10.00 FEET;
2. THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°31'02" AND AN ARC LENGTH OF 11.78 FEET;
3. THENCE ON A TANGENT BEARING NORTH 56°49'18" WEST 23.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 40.00 FEET;
4. THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°51'02" AND AN ARC LENGTH OF 75.99 FEET;
5. THENCE ON A TANGENT BEARING SOUTH 14°19'40" WEST 20.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 100.00 FEET;
6. THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°15'03" AND AN ARC LENGTH OF 52.80 FEET;
7. THENCE ON A TANGENT BEARING SOUTH 15°55'22" EAST 106.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 50.00 FEET;
8. THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'45" AND AN ARC LENGTH OF 35.47 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 300.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 65°16'37" EAST;

9. THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°38'55" AND AN ARC LENGTH OF 160.48 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 84°04'28" WEST;
10. THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 130°28'38" AND AN ARC LENGTH OF 45.55 FEET;
11. THENCE ON A TANGENT BEARING NORTH 55°26'54" WEST 91.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 300.00 FEET;
12. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°55'34" AND AN ARC LENGTH OF 109.57 FEET;
13. THENCE ON A TANGENT BEARING NORTH 76°22'28" WEST 102.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET;
14. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'26" AND AN ARC LENGTH OF 38.32 FEET;
15. THENCE ON A TANGENT BEARING NORTH 43°55'02" WEST 62.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET;
16. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'31" AND AN ARC LENGTH OF 67.17 FEET;
17. THENCE ON A TANGENT BEARING NORTH 63°09'33" WEST 182.22 FEET;
18. THENCE NORTH 12°47'50" EAST 302.91 FEET TO A POINT FROM WHICH THE MOST NORTHEASTERLY CORNER OF LOT 4 OF SAID TRACT NO. 53425-01 BEARS NORTH 78°43'55" WEST 1,066.58 FEET, SAID POINT ALSO BEING THE END OF TRAIL 2.

**TRAIL 3**

**BEGINNING AT THE POINT OF BEGINNING OF TRAIL 1 ABOVE;**

1. THENCE SOUTH 34°39'33" WEST 105.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 250.00 FEET;
2. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°03'54" AND AN ARC LENGTH OF 113.73 FEET TO A POINT ON CURVE DESIGNATED AS POINT "B", FROM WHICH A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 29°16'33" WEST;
3. THENCE CONTINUING SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°01'15" AND AN ARC LENGTH OF 152.81 FEET;
4. THENCE ON A TANGENT BEARING NORTH 84°15'19" WEST 309.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 350.00 FEET;
5. THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°53'45" AND AN ARC LENGTH OF 292.58 FEET TO POINT "C" FROM WHICH THE NORTHWESTERLY CORNER OF LOT 6 OF SAID TRACT NO. 53425-01 BEARS SOUTH 66°51'57" WEST 440.72 FEET, SAID POINT ALSO BEING THE END OF TRAIL 3.

**TRAIL 4**

**BEGINNING AT POINT "B" AS DESCRIBED IN COURSE NO. 2 OF TRAIL 3 ABOVE;**

1. THENCE SOUTH 17°42'20" EAST 406.12 FEET TO A POINT DESIGNATED AS POINT "D";
2. THENCE SOUTH 14°01'28" EAST 56.41 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF LOT 6 OF SAID TRACT NO. 53425-01 AND ON THE SOUTHERLY LINE OF SAID CITY OF LOS ANGELES LANDS, FROM WHICH THE NORTHWESTERLY CORNER OF SAID LOT 6 BEARS NORTH 81°55'06" WEST 1,280.62 FEET, SAID POINT ALSO BEING THE END OF TRAIL 4.  
THE SIDELINES OF TRAIL 4 SHALL BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID NORTHERLY LINE.



**TRAIL 5**

**BEGINNING AT POINT "D" AS DESCRIBED IN COURSE NO. 1 OF TRAIL 4 ABOVE;**

1. THENCE SOUTH 54°33'01" WEST 30.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 50.00 FEET;
2. THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°08'18" AND AN ARC LENGTH OF 77.79 FEET;
3. THENCE ON A TANGENT BEARING NORTH 36°18'42" WEST 77.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 50.00 FEET;
4. THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103°58'55" AND AN ARC LENGTH OF 90.91 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 150.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 50°17'37" WEST;
5. THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°59'07" AND AN ARC LENGTH OF 157.04 FEET;
6. THENCE ON A TANGENT BEARING NORTH 80°18'30" WEST 297.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET;
7. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°00'50" AND AN ARC LENGTH OF 38.41 FEET;
8. THENCE ON A TANGENT BEARING NORTH 36°17'40" WEST 53.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET;
9. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'01" AND AN ARC LENGTH OF 67.78 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 200.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 34°17'20" EAST;
10. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°25'35" AND AN ARC LENGTH OF 155.08 FEET;
11. THENCE ON A TANGENT BEARING NORTH 11°17'05" WEST 6.24 FEET TO POINT "C" AS DESCRIBED IN COURSE NO. 5 OF TRAIL 3 ABOVE, SAID POINT ALSO BEING THE END OF TRAIL 5.

TRACT NO. 27994 FILED IN BOOK 722 PAGES 87 THROUGH 90, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY IS THE BASIS OF BEARINGS FOR THESE LEGAL DESCRIPTIONS.

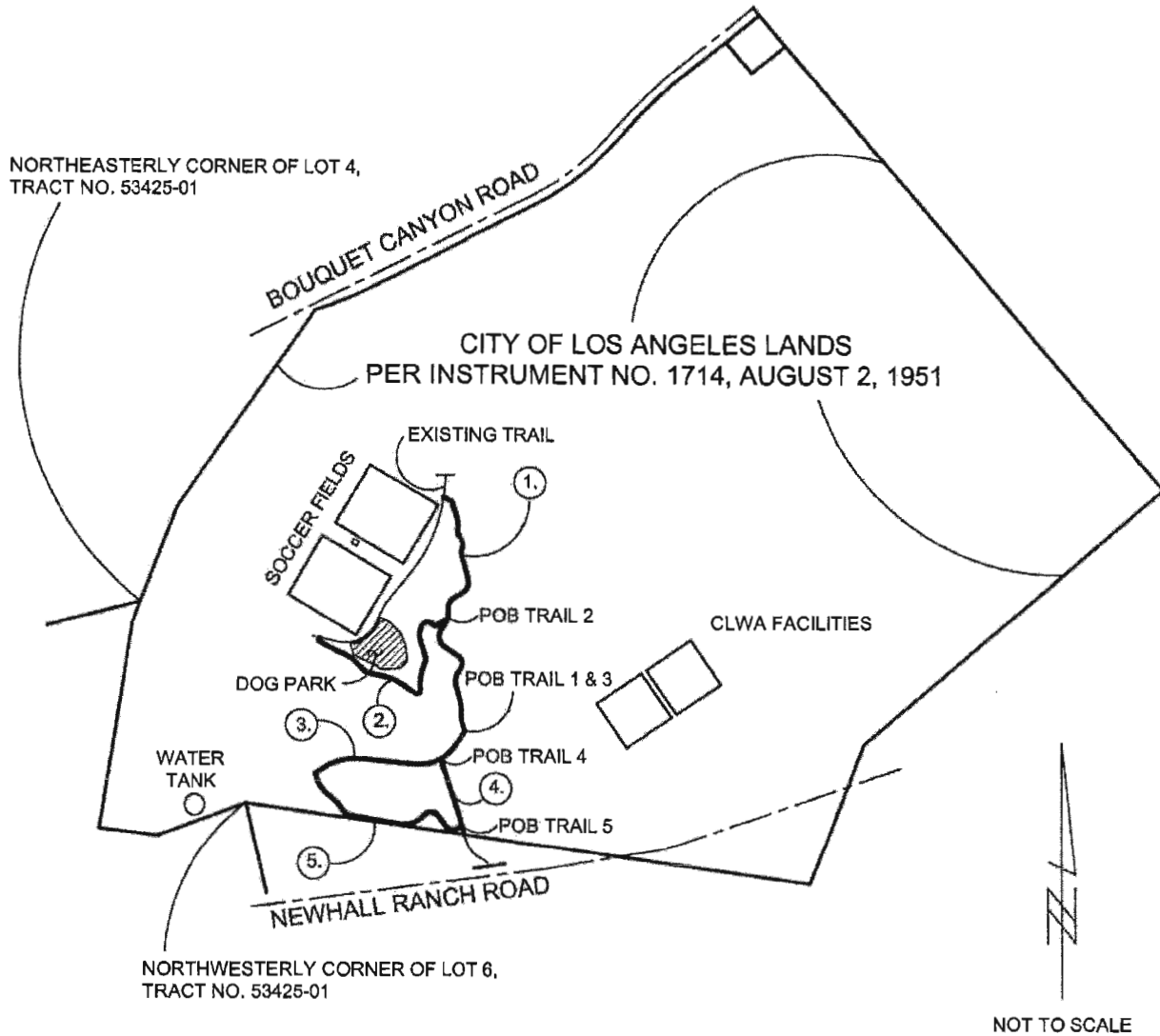


DATED MAY 19, 2011



# EXHIBIT "B"

EASEMENTS FOR PUBLIC USE AND TRAIL PURPOSES  
IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



# INDICATES TRAIL NUMBER AND CORRESPONDS TO DESCRIPTIONS ON EXHIBIT "A"



LORIN JAMES JORDAN, PLS  
SENIOR ENGINEER-LAND SURVEYOR  
CITY OF SANTA CLARITA  
DATED: MAY 19, 2011

## Lease Amendment No. 4- Exhibit D

### LICENSE AGREEMENT FOR EXERCISE AND ACCESS STAIRS

This License Agreement (“Agreement”) For Exercise And Access Stairs is made as of \_\_\_\_\_ (“Effective Date”), by and between the Santa Clarita Valley Water Agency (“Licensor”) and the City of Santa Clarita (“Licensee”).

#### RECITALS

A. Licensor is the owner of the real property identified and described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”).

B. Licensee would like to install an exercise and access stairs (“Stairs”) within the Property to be located in the area depicted in Exhibit “A.”

NOW, THEREFORE, the parties agree as follows:

1. License. Licensor hereby grants to Licensee, its employees, agents, contractors and invitees, which includes the general public, a non-exclusive license and right to enter upon and over the Property (“License”) for the sole purpose of installing, maintaining and using the Stairs and related lighting improvements and for no other purpose (“Activities”). In connection with the installation and use of the Stairs, Licensor and Licensee acknowledge that it will be necessary for plans to be prepared regarding the design and location of lighting and electrical services. Plans for the design and location of the lighting and electrical services are not yet finalized. Licensor and Licensee agree to cooperate with one another in formulating and completing mutually satisfactory plans for the lighting and electrical services. Upon completion, the lighting and electrical services will be installed in accordance with the approved plans. Licensee shall be solely responsible for all costs and expenses relating to the Activities as contemplated in this Agreement. The License and this Agreement are independent of the Central Park Sports Facility Ground Lease between City and the Agency made January 2, 1997 and its amendments (the “Ground Lease”).

2. No Interest in Land Granted. Nothing herein shall be deemed to grant to Licensee any fee interest, leasehold, easement, or other possessory interest in the Property, or any portion thereof, or any exclusive right or special status to negotiate or purchase. This Agreement grants a limited license upon specified terms and no more.

3. Term. This Agreement shall be effective upon the date specified above when both parties have executed this Agreement and shall terminate at midnight on January 1, 2038. The term of this Agreement shall run concurrently with the term of the Ground Lease, and a renewal of the term of the Ground Lease shall be a corresponding renewal of the term of this Agreement.

4. Conditions for Entry Onto Property. The Property shall be entered upon by Licensee and its invitees, which includes the general public, for the Activities and for no other purpose. Such entry shall not unreasonably interfere with Licensor’s ownership or use of the Property. All existing improvements located on the Property are to be protected in place, unless otherwise agreed to by the Licensor. Licensee shall be subject to the following terms and conditions:

a. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which the License is granted and Licensee is not relying on any such representation, covenant, warranty or promise and accepts the Property in its “as is” condition.

b. Licensee shall conduct the Activities in compliance with all applicable federal, state and local laws.

c. At the completion of the Activities and/or the revocation of the License, Licensee will restore the Property to its original condition prior to this Agreement.

d. Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions on the Property. Licensee agrees to hold Licensor harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

5. Notice. Prior to entering the Property for the installation and maintenance of the Stairs, Licensee shall provide Licensor with forty eight (48) hours advanced written notice at the address stated in Section 13.

6. Prohibition of Digging. Unless permitted in writing by Licensor, Licensee is prohibited from taking samples or digging on the Property. Licensee shall indicate in writing the scope of any intended tests requiring digging 48 hours prior to entry onto the Property for Licensor's review and approval. All results and findings of such permitted tests shall be made available for Licensor's at no cost.

7. [INTENTIONALLY LEFT BLANK]

8. Indemnification. Except as to sole gross negligence or willful misconduct of the Licensor, Licensee agrees to indemnify, defend (with counsel approved by Licensor) and hold the Licensor, its officers, officials, agents and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including defense costs and attorney's fees, including, but not limited to, bodily injury, death, personal injury or property damage, which arise out of or are in any way connected with the performance of the Activities by the Licensee, its officers, officials, agents, employees, and contractors, under the License and this Agreement, and the use of the Stairs and related improvements by its invitees, which includes the general public. Licensee shall also be responsible for any attorneys' fees the Licensor incurs in the event the Licensor has to file any action in connection with this Agreement. The parties expressly agree that any payment, attorney's fees, costs or expenses Licensor incurs or makes to or on behalf of an injured employee under the Licensor's workers' compensation insurance coverage shall be included as a loss, expense or cost for the purpose of this Section, and that this Section shall survive the expiration or early termination of this Agreement.

9. Insurance. Prior to Licensor's execution of this Agreement, Licensee shall provide to Licensor a certificate of insurance showing that Licensee is insured for commercial and general liability insurance, automobile liability insurance and professional liability insurance with minimum limits as follows: commercial and general liability insurance policies shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$2,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, unless otherwise approved or reduced by the Licensor in writing. Licensee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$2,000,000 per occurrence unless otherwise approved or reduced by Licensor in writing. Licensee shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Activities, errors and omissions liability insurance appropriate to their

profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations hereunder. Prior to Licensor's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial and general and automobile liability insurance, shall be filed with Licensor and shall include Licensor and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial and general and automobile liability insurance policies, but shall include the following provisions:

a. It is agreed that the Licensor, and its officers, employees and agents, shall be added as additional insureds under this policy and each policy shall contain a waiver of the insurer's right of subrogation against the Licensor.

b. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Licensor by certified or registered mail, postage prepaid.

c. The policies shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to the Licensor.

The Licensor, its officers, officials, employees and agents make no representation that the types or limits of insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, it shall obtain such additional insurance coverage, as it deem adequate, at its sole expense.

10. Hazardous Substances Indemnity. Licensee expressly agrees to and shall indemnify, defend (with counsel approved by Licensor), release and hold the Licensor, its officers, officials, agents and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Property by Licensee, or its respective officers, directors, agents, subcontractors, servants, employees or developers, or by any other third party acting under the control or request of Licensee, or by the general public, other than the Licensor and its respective officers, agents, servants, employees or developers. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Agreement.

11. Hazardous Substances Defined. Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Clean Water Act, 33 U.S.C. § 1251, et seq.; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H. & S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, et seq.; Underground Storage of Hazardous Substances H.& S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 et seq.); The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, et seq.; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 et seq.; or the Porter-

Cologne Water Quality Control Act, Water Code § 13000, et seq., all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

12. Venue and Attorneys' Fees. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for by the License and 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. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damage for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

13. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To Licensor: Santa Clarita Valley Water Agency  
Attn: Matt Stone  
27234 Bouquet Canyon Rd.  
Santa Clarita, California 91350  
Telephone: (661) 513-1211  
Email: mstone@scvwa.org

To Licensee: The City of Santa Clarita  
Attn: Ken Striplin  
23920 Valencia Blvd.  
Santa Clarita, CA 91355  
Email: kstriplin@santa-clarita.com

14. Assignment. It is mutually understood and agreed that the License and this Agreement are personal to Licensee and shall be binding upon Licensee and its successors and may not be assigned or transferred in any way without the prior written consent of the Licensor. Any transfer shall be void and of no effect.

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. 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.

CITY OF SANTA CLARITA

SANTA CLARITA VALLEY WATER AGENCY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT "A"  
(Description of the Property)

