



## NOTICE AND CALL OF A RESCHEDULED MEETING

Notice is hereby given that I, the President of the Board of Directors of the Santa Clarita Valley Water Agency, hereby calls a RESCHEDULED MEETING of the Agency's Board of Directors.

Said RESCHEDULED MEETING of the Board to be held on:

TUESDAY, MARCH 21, 2023 AT 7:00 PM

AT

SANTA CLARITA VALLEY WATER AGENCY  
BOARDROOM  
27234 BOUQUET CANYON ROAD  
SANTA CLARITA, CA 91350

Enclosed with and as part of this Notice and Call is an Agenda for the meeting.

Signed:   
President

Date: 3/7/2023

Posted on March 15, 2023.

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# SCV WATER AGENCY RESCHEDULED BOARD MEETING

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**Tuesday, March 21, 2023  
Meeting Begins at 7:00 PM**

**Members of the public may attend by the following options:**

**In Person**

Santa Clarita Valley Water Agency  
Rio Vista Water Treatment Plant  
Boardroom  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350

**By Phone**

Toll Free:  
1-(833)-568-8864  
Webinar ID: 161 386 9633

**Virtually**

Please join the meeting from your  
computer, tablet or smartphone:

<https://scvwa.zoomgov.com/j/1613869633>

**Have a Public Comment?**

Members of the public unable to attend this meeting may submit comments either in writing to [ajacobs@scvwa.org](mailto:ajacobs@scvwa.org) or by mail to April Jacobs, Board Secretary, Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. All written comments received before 4:00 PM the day of the meeting will be distributed to the Board 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 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 3 of the Agenda and before each Item is considered. Please see the Agenda for details.)

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This meeting will be recorded and the audio recording for all Board meetings will be posted to [yourscvwater.com](http://yourscvwater.com) within 3 business days from the date of the Board meeting.

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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.

Santa Clarita Valley Water Agency  
Rio Vista Water Treatment Plant  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350  
(661) 297-1600

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**SANTA CLARITA VALLEY WATER AGENCY  
RESCHEDULED REGULAR BOARD MEETING AGENDA**

**RIO VISTA WATER TREATMENT PLANT  
BOARDROOM  
27234 BOUQUET CANYON ROAD  
SANTA CLARITA, CA 91350**

**TUESDAY, MARCH 21, 2023, AT 7:00 PM**

**IMPORTANT NOTICES**

President Martin, Vice President Orzechowski and Director Cooper will be participating remotely per Government Code Section 54953(f)(2)(A) (AB 2449) and the “just cause” exception.

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: 161 386 9633 or Zoom Webinar by clicking on the link <https://scvwa.zoomgov.com/j/1613869633>**. Any member of the public may listen to the meeting or make comments to the Board using the call-in number or Zoom Webinar link above. Because Board members are participating remotely pursuant to AB 2449, 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, no action will be taken until the disruption is resolved.

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.

Members of the public unable to attend this meeting may submit comments either in writing to [ajacobs@scvwa.org](mailto:ajacobs@scvwa.org) or by mail to April Jacobs, Board Secretary, Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. All written comments received before 4:00 PM the day of the meeting will be distributed to the Board 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.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS** – 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 Board’s presiding officer, be limited to three minutes for each speaker.) Members of the public wishing to comment on items covered in Closed Session before they are considered by the Board must request to make comment at the commencement of the meeting at 7:00 PM.

**4. APPROVAL OF THE AGENDA**

**5. CONSENT CALENDAR**

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5.1 *	Approve Minutes of the March 3, 2023 Santa Clarita Valley Water Agency Special Board of Directors Meeting	9
5.2 *	Approve Minutes of the March 7, 2023 Santa Clarita Valley Water Agency Regular Board of Directors Meeting	11
5.3 *	Approve 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	17
5.4 *	Approve the Replacement of 1,155 Meters as Part of the AMI Meter Replacement Program	131
5.5 *	Approve a Contract for Removal and Replacement of One Filter Media at ESFP and RVWTP	143
5.6 *	Approve Adopting a Resolution Awarding a Contract for Pump and Motor Improvements at Wells N7 and N8	155
5.7 *	Authorize the General Manager to Enter Into an Agreement for the Coordinated Deliveries of State Water Project Water Supplies between United Water Conservation District and SCV Water Agency	167

**6. ACTION ITEM FOR APPROVAL**

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6.1 *	Approve (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	179
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**7. GENERAL MANAGER’S REPORT ON ACTIVITIES, PROJECTS AND PROGRAMS**

**8. COMMITTEE MEETING RECAP REPORTS FOR INFORMATIONAL PURPOSES ONLY**

**PAGE**

8.1 *	March 2, 2023 Engineering and Operations Committee Meeting Recap Report	193
8.2 *	March 8, 2023 Water Resources and Watershed Committee Meeting Recap Report	199

**9. PRESIDENT’S REPORT**

**10. AB 1234 WRITTEN AND VERBAL REPORTS**

10.1 *	February 22-24, 2023 Urban Water Institute 2023 Spring Conference – Director Marks	205
10.2	AB 1234 Reports	

**11. CLOSED SESSION**

- 11.1 Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9, Claim of Rosa Hernandez Against Santa Clarita Valley Water Agency, Claim for Personal Injury, Date of Claim February 27, 2023

**12. CLOSED SESSION ANNOUNCEMENTS**

**13. DIRECTOR REQUESTS FOR FUTURE AGENDA ITEMS**

**14. ADJOURNMENT**

- \* Indicates Attachment
- ◆ Indicates Handout

**Note: The Board reserves the right to discuss or take action or both on all of the above Agenda items.**

**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 April Jacobs, Secretary to the Board of Directors, at (661) 297-1600, or in writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, 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 Board 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 March 15, 2023.

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**DRAFT**

ITEM NO.  
5.1

Minutes of the Special Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – March 3, 2023

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A special meeting of the Board of Directors of the Santa Clarita Valley Water Agency was held at the Embassy Suites Hotel, 28508 Westinghouse Place, Valencia, CA 91355 in the Mandarin and Naranja Rooms at 8:00 AM on Friday, March 3, 2023. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes.

DIRECTORS PRESENT: Kathye Armitage, Beth Braunstein, Ed Colley, William Cooper, Maria Gutzeit, Dirk Marks, Gary Martin, Piotr Orzechowski and Ken Petersen.

DIRECTORS ABSENT: None.

Also present: Assistant General Manager Steve Cole, Board Secretary April Jacobs, General Manager Matt Stone, facilitators from M. M. Rosenberg & Associates Mitch Rosenberg and Erin Hasteley and there were no members of the public present.

President Martin called the meeting to order at 8:00 AM. A quorum was present.

There were no changes to the March 3, 2023 Board Agenda and it was accepted as shown (Item 4).

The team building session was facilitated by M. M. Rosenberg & Associates Mitch Rosenberg and Erin Hasteley (Item 5).

President Martin recessed at 12:13 PM for lunch.

President Martin reconvened the meeting at 1:11 PM.

The meeting was adjourned at 3:47 PM (Item 6).

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April Jacobs, Board Secretary

ATTEST:

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President of the Board

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Minutes of the Regular Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – March 7, 2023

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A regular meeting of the Board of Directors of the Santa Clarita Valley Water Agency was held at Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350 at 6:00 PM on Tuesday, March 7, 2023. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes.

DIRECTORS PRESENT: Kathye Armitage, Beth Braunstein, William Cooper, Maria Gutzeit, Dirk Marks, Gary Martin, Piotr Orzechowski and Ken Petersen.

DIRECTORS ABSENT: Ed Colley.

Also present: Assistant General Manager Steve Cole, Board Secretary April Jacobs, Chief Engineer Courtney Mael (Via Zoom), Chief Financial and Administrative Officer Rochelle Patterson, Communications Manager Kathie Martin, Director of Water Resources Ali Elhassan, General Counsel Tom Bunn (Via Zoom) and Joe Byrne, Engineer Mark Aumentado (Via Zoom), General Manager Matthew Stone, Information Technology Technician I Jonathan Thomas, Principal Engineer Jason Yim, Attorney from Fozi Dwork & Modafferi, LLP Golnar Fozi, as well as additional SCV Water Agency staff and members of the public.

President Martin called the meeting to order at 6:00 PM. A quorum was present.

There were no changes to the March 7, 2023 Amended Board Agenda and it was accepted as shown (Item 4).

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Upon motion of Director Cooper, seconded by Vice President Orzechowski and carried, the Board approved the Consent Calendar including Resolution No. SCV-335 by the following roll call votes (Item 5):

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Absent	Director Cooper	Yes
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes*		

\*Director Petersen abstained from voting on Item 5.1.

**RESOLUTION NO. SCV-335**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
TO DECLARE INTENT TO REIMBURSE CAPITAL EXPENDITURES  
FOR A GROUNDWATER TREATMENT PROJECT  
USING INCENTIVE GRANT AND LOAN FUNDS  
FROM THE STATE WATER RESOURCES CONTROL BOARD  
TO COMPLY WITH INTERNAL REVENUE SERVICE REGULATIONS**

**<https://www.yourscvwater.com/sites/default/files/SCVWA/approved-resolutions/scv/SCV-Water-Approved-Resolution-030723-Resolution-SCV-335.pdf>**

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Upon motion of Director Cooper, seconded by Director Gutzeit and carried, the Board adopted (1) Resolution No. SCV-336 adopting the Addendum to the Mission Village EIR, approving the Backcountry Reservoir and Backcountry Pump Station Projects, and adopting the Mitigation Monitoring and Reporting Program for the Backcountry Reservoir and Backcountry Pump Station projects and (2) Resolution No. SCV-337 authorizing a purchase order to Michael Baker International, Inc., for an amount not-to-exceed \$1,500,000 for final design services for the Backcountry Reservoir project and purchase order to Cannon Corporation for an amount not-to-exceed \$1,000,000 for final design services for the Backcountry Pump Station project by the following roll call votes (Item 6.1):

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Absent	Director Cooper	Yes
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

**RESOLUTION NO. SCV-336**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SANTA CLARITA VALLEY WATER AGENCY  
ADOPTING THE ADDENDUM TO THE MISSION VILLAGE ENVIRONMENTAL IMPACT  
REPORT, APPROVING THE BACKCOUNTRY RESERVOIR AND BACKCOUNTRY PUMP  
STATION PROJECT, AND ADOPTING THE MITIGATION MONITORING AND REPORTING  
PROGRAM UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
FOR THE PROJECT**

**<https://www.yourscvwater.com/sites/default/files/SCVWA/approved-resolutions/scv/SCV-Water-Approved-Resolution-030723-Resolution-SCV-336.pdf>**

**RESOLUTION NO. SCV-337**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
AUTHORIZING A PURCHASE ORDER TO CANNON CORPORATION FOR  
FINAL DESIGN SERVICES FOR THE BACKCOUNTRY PUMP STATION PROJECT AND  
PURCHASE ORDER TO MICHAEL BAKER INTERNATIONAL, INC. FOR  
FINAL DESIGN SERVICES FOR THE BACKCOUNTRY RESERVOIR**

**<https://www.yourscvwater.com/sites/default/files/SCVWA/approved-resolutions/scv/SCV-Water-Approved-Resolution-030723-Resolution-SCV-337.pdf>**

Upon motion of Director Petersen, seconded by Director Braunstein and carried, the Board received and filed the December 2022 Monthly and FY 2022/23 Midyear and Second Quarter Financial Report by the following roll call votes (Item 6.2):

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Absent	Director Cooper	Yes
Vice President Gutzeit	Yes	Director Marks	Yes

President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

Upon motion of Vice President Gutzeit, seconded by Director Braunstein and carried, the Board approved amending the Board Policies and Procedures Manual to add the following sentence to the end of Section III(A)(1), "Directors may participate in a Board meeting remotely for just cause or due to emergency circumstances pursuant to the provision of Government Code Section 54953(f)", the Board also asked staff to prepare a clarifying fact sheet distributed to the Board and note that this approval does not apply to Committee meetings by the following roll call votes (Item 6.3):

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Absent	Director Cooper	Yes
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

Upon motion of Director Cooper, seconded by Director Marks and carried, the Board approved amending the Board Policies and Procedures Manual, Directors Compensation and Expense Reimbursement Section (IV(G)(2 and 3) – Category 2, Single Day Events, removing the 12 day limits on attendance for single day events and allowing Directors to attend as many single day events, from the approved list, as they would like by the following roll call votes (Item 6.4):

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Absent	Director Cooper	Yes
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

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**General Manager’s Report on Activities, Projects and Programs (Item 7).**

General Manager Stone reported on the following:

He gave the Board a report on his participation in the Urban Water Institute Conference, which took place in Palm Springs from February 22–24, 2023. He noted that there were a number of worthwhile panels, and that he took part in one as a panelist alongside the General Managers of the Elsinore Valley Municipal Water District, Rancho California Water District, and San Juan Water District. He gave a brief update on the conference.

Finally, he mentioned the Board's Team Building Workshop that took place on March 3, 2023, expressing his gratitude for everyone on the Board's openness and readiness to engage and participate. To hear the full report please refer to the Board recording at <https://www.yourscvwater.com/sites/default/files/SCVWA/board-meetings/2023/scv/Board-Recording-030723.mp3>.

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**Committee Meeting Recap Reports for Informational Purposes Only (Item 8).**

Vice President Orzechowski had a question regarding Item 8.2, the February 16, 2023 Public Outreach and Legislation Committee Meeting recap report, pertaining to the Crisis Communication Plan.

Director Armitage had a few comments regarding Item 8.1, the February 8, 2023 Water Resources and Watershed Committee Meeting Recap Report regarding, the GoldSim Model Development.

To hear Vice President Orzechowski and Director Armitage's full comments in their entirety, please refer to the Board recording at <https://www.yourscvwater.com/sites/default/files/SCVWA/board-meetings/2023/scv/Board-Recording-030723.mp3>.

There were no other comments on the recap reports.

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**Written Reports for Informational Purposes Only (Item 9).**

Vice President Orzechowski had a question on Item 9.2, the Finance, Administration and Information Technology Section Report, regarding soft training skills for employees.

Director Armitage had a few questions and comments on Item 9.2, the Finance, Administration and Information Technology Section Report, commenting on (1) the outreach to residential customers who have had their water services disconnected more than once, (2) IT's team work on cyber security, (3) acknowledged the first College of the Canyons student chosen for the Automotive Internship Program, and (4) expressed her satisfaction with the installation of ADA operators and push plates at Rio Vista and Rockefeller's main entrance.

For the Water Resources and Outreach Section report she had questions on the Conservation Communications Study and commented on the HOA's converting their large areas to turf and drought tolerant and native plants in their landscaping.

To hear Vice President Orzechowski and Director Armitage's full comments in its entirety, please refer to the Board recording at <https://www.yourscvwater.com/sites/default/files/SCVWA/board-meetings/2023/scv/Board-Recording-030723.mp3>.

There were no other comments on the written reports.

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**President's Report (Item 10).**

The President updated the Board on upcoming meetings, events and miscellaneous items.

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**AB 1234 Written and Verbal Reports (Item 11).**

A written report was submitted by President Martin which was included in the Board packet. Additional written reports were submitted by Vice President Gutzeit and Director Petersen which were posted to the SCV Water website and are part of the record.

Vice President Orzechowski reported that he attended the SCV Chamber Centennial Celebration Awards and Installation held at the Valencia Hyatt on February 23, 2023 and attended the SCV-GSA Board meeting held at the Rio Vista Water Treatment Plant on March 6, 2023.

Director Cooper reported that he attended the SCV-GSA Board meeting held at the Rio Vista Water Treatment Plant on March 6, 2023.

Vice President Gutzeit reported that she attended the SCV-GSA Board meeting held at the Rio Vista Water Treatment Plant on March 6, 2023.

President Martin reported that he attended the SCV-GSA Board meeting held at the Rio Vista Water Treatment Plant on March 6, 2023.

There were no other AB 1234 Reports.

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**Director Reports (Item 12).**

Director Braunstein acknowledged the new SCV Water website, she stated it is “phenomenal”.

Director Armitage mentioned that last week was International Engineers Week and asked that staff pass on the Board’s appreciation to the SCV Water Engineers.

To hear the Directors report in their entity, please refer to the Board meeting recording at <https://www.yourscvwater.com/sites/default/files/SCVWA/board-meetings/2023/scv/Board-Recording-030723.mp3>.

There were no other Director reports.

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The Board went into Closed Session at 7:36 PM to discuss Item 13.1 (Item 13).

The Zoom meeting was put on hold while the Board went into Closed Session. President Martin advised the public and staff for those who wanted to stay, to remain on the current teleconference line and once Closed Session ends, the Board would reconvene for Closed Session announcements and the conclusion of the meeting.

President Martin reconvened the Open Session at 8:11 PM.

Joe Byrne, Esq., reported that there were no actions taken in Closed Session that were reportable under the Ralph M. Brown Act (Item 14).

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**Director Requests For Approval For Event Attendance (Item 15).**

Director Marks asked for permission to attend the Council for Watershed Health's Water Talks Workshop 3: Tour of Santa Clara River Projects for Municipalities, Agencies and Elected's being held on March 15, 2023. Upon motion of Director Cooper, seconded by Director Braunstein, the Board approved full Board participation for this event by the following roll call votes:

Director Armitage	Yes	Director Braunstein	Yes
Director Colley	Absent	Director Cooper	Yes
Vice President Gutzeit	Yes	Director Marks	Yes
President Martin	Yes	Vice President Orzechowski	Yes
Director Petersen	Yes		

There were no other requests for approval for event attendance.

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The meeting was adjourned at 8:11 PM (Item 16).

\_\_\_\_\_  
April Jacobs, Board Secretary

ATTEST:

\_\_\_\_\_  
President of the Board





## BOARD MEMORANDUM

**DATE:** March 3, 2023

**TO:** Board of Directors

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

**SUBJECT:** Approve 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

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### 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

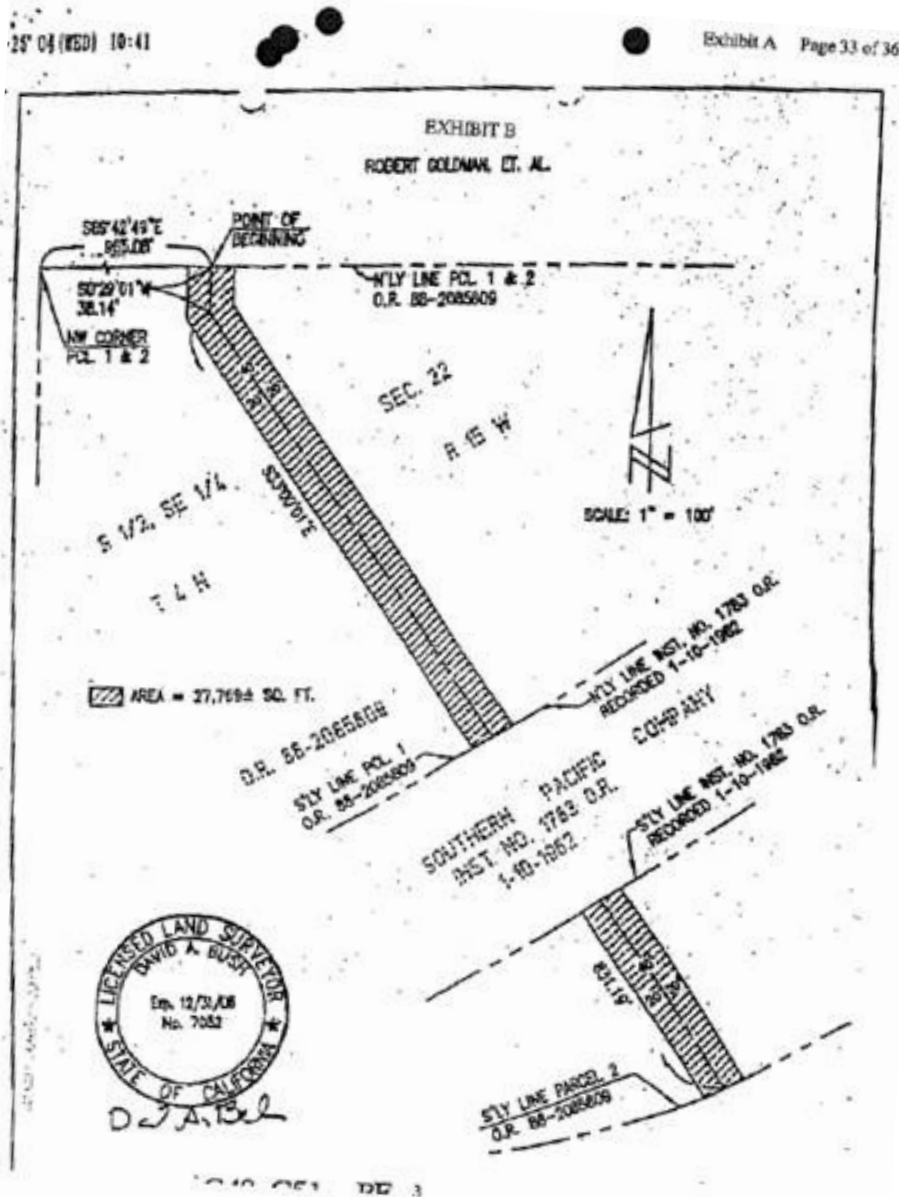
#### LEGAL DESCRIPTION OF THE PERMANENT EASEMENT

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.



The Exhibit B plat (pg. 41 of 54) to the RON depicts the purported 40 foot wide easement:



The property description in the RON is important because it defined the property to be acquired. (See *County of San Diego v. Bressi* ("Bressi") (1986) 184 Cal.App.3d 112, 122 (the resolution conclusively establishes the extent of the taking and the judgment must conform to the resolution's description of the taking).)

Because the RON described the property to be acquired as an easement, CLWA could not have acquired more unless the RON was amended or a new RON adopted, which have not been found. The Judgment and the Final Order had to conform to the property description of the RON. (*Bressi*, 184 Cal.App.3d at 122.) In other words, they were required to state that CLWA

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.

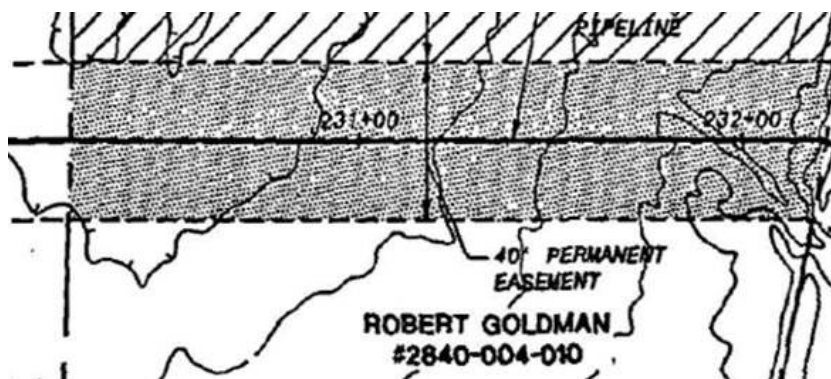
2           IT IS FURTHER ORDERED that a certified copy of this Final Order be filed for recording in  
3 the Office of the Recorder of the County of Los Angeles, and upon such recordation title to the  
4 properties hereinabove described as Parcel Numbers SC49PE, SC51PE, SC49TE and SC51TE shall  
5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

On March 2, 2023 the Engineering and Operations Committee considered staff's recommendation to approve 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.

**FINANCIAL CONSIDERATIONS**

None.

**RECOMMENDATION**

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

M65

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Exhibit A

This page is part of your document - DO NOT DISCARD

06 · 0997584

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
2:21 PM MAY 05 2006

TITLE(S) :



FEE

D.T.T.

FREE YY

CODE  
20

CODE  
19

CODE  
9

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  
BY M. DE LUNA, DEPUTY

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

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

RECEIVED

APR 11 2006

DEPT. 59

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

(No Fee Gov Code § 6103)

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

14 Plaintiff,

15 vs.

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

25 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

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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

*Erin Mitchell*  
JUDGE PRO TEM OF THE SUPERIOR COURT

06 0997584

6

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.

PLATE CONTAINED 2



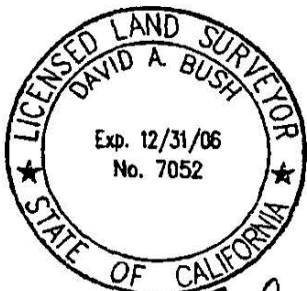
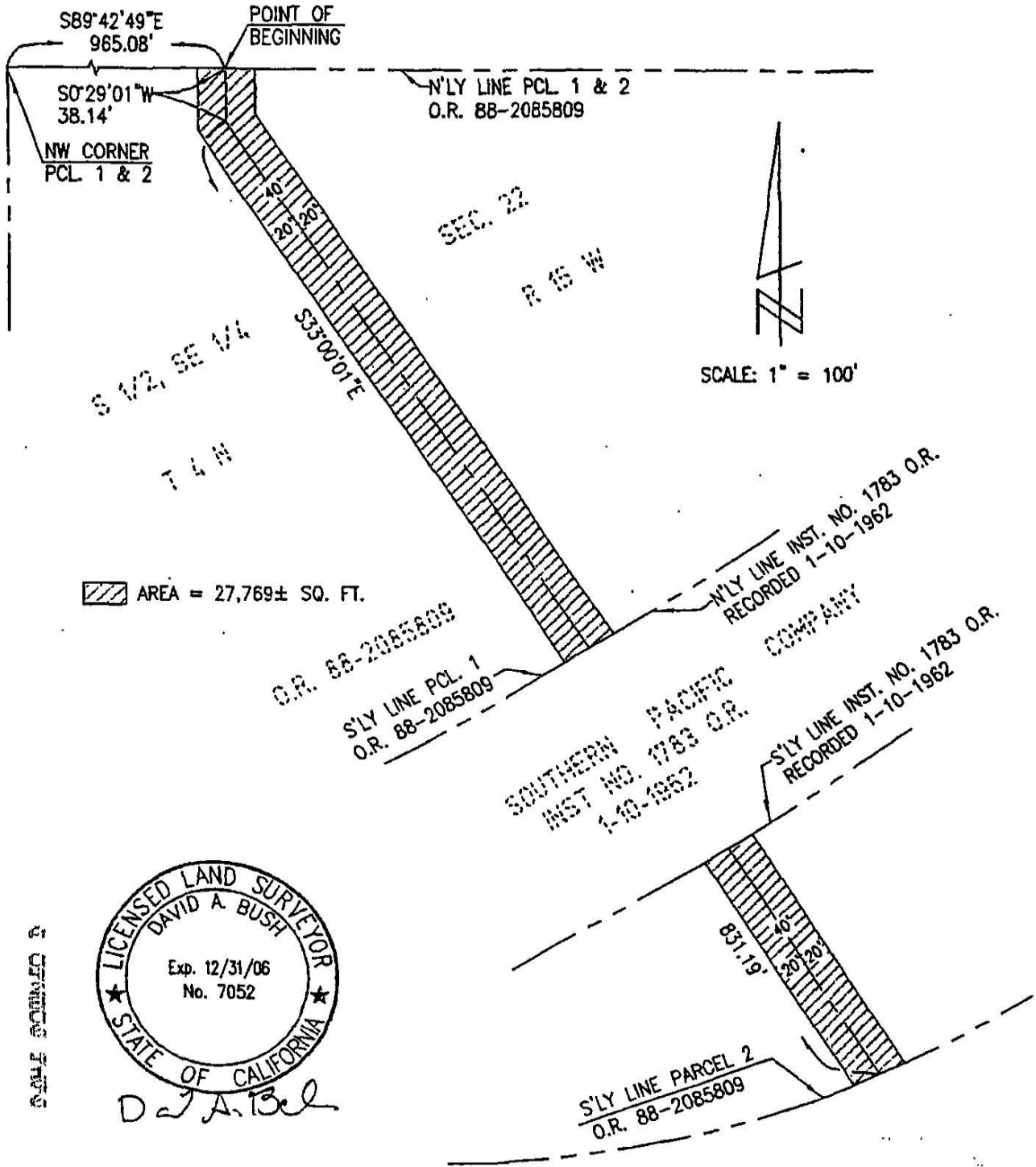
*David A. Bush*  
1-9-04

*lx /*

06 0997584

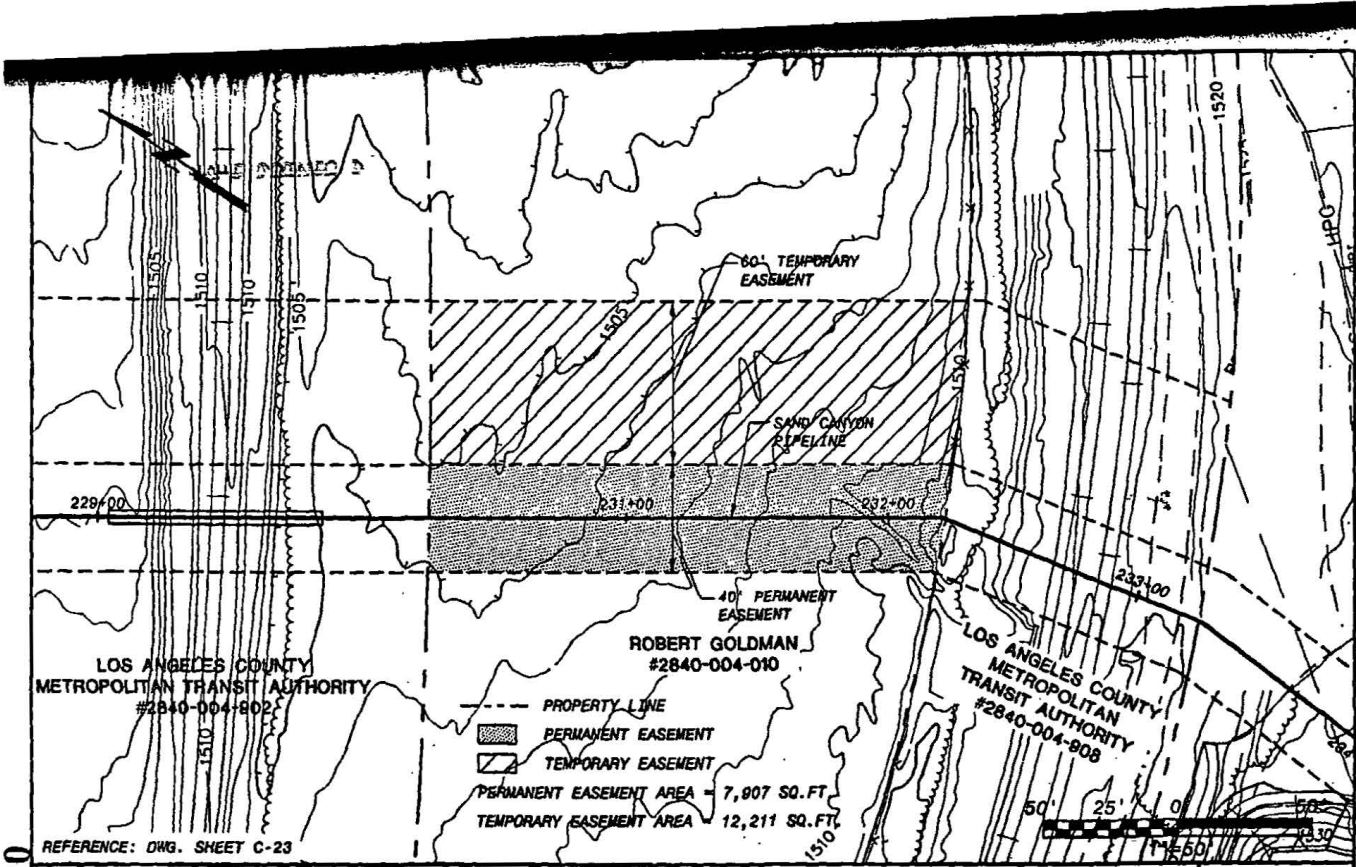


EXHIBIT 'B'  
ROBERT GOLDMAN, ET. AL




*D. A. Bush*

06 0997584



REFERENCE: DWG. SHEET C-23

 <b>BLACK &amp; VEATCH</b> Corporation	<b>CASTAIC LAKE WATER AGENCY SAND CANYON PIPELINE AND RESERVOIR</b>	FIGURE NO.
PROJECT 132554		49

DRAWING.DWG 12/09/2003 15:04:04 ROBERT GOLDMAN #2840-004-010  
APPRAISAL MAP

06 0997584

8

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.

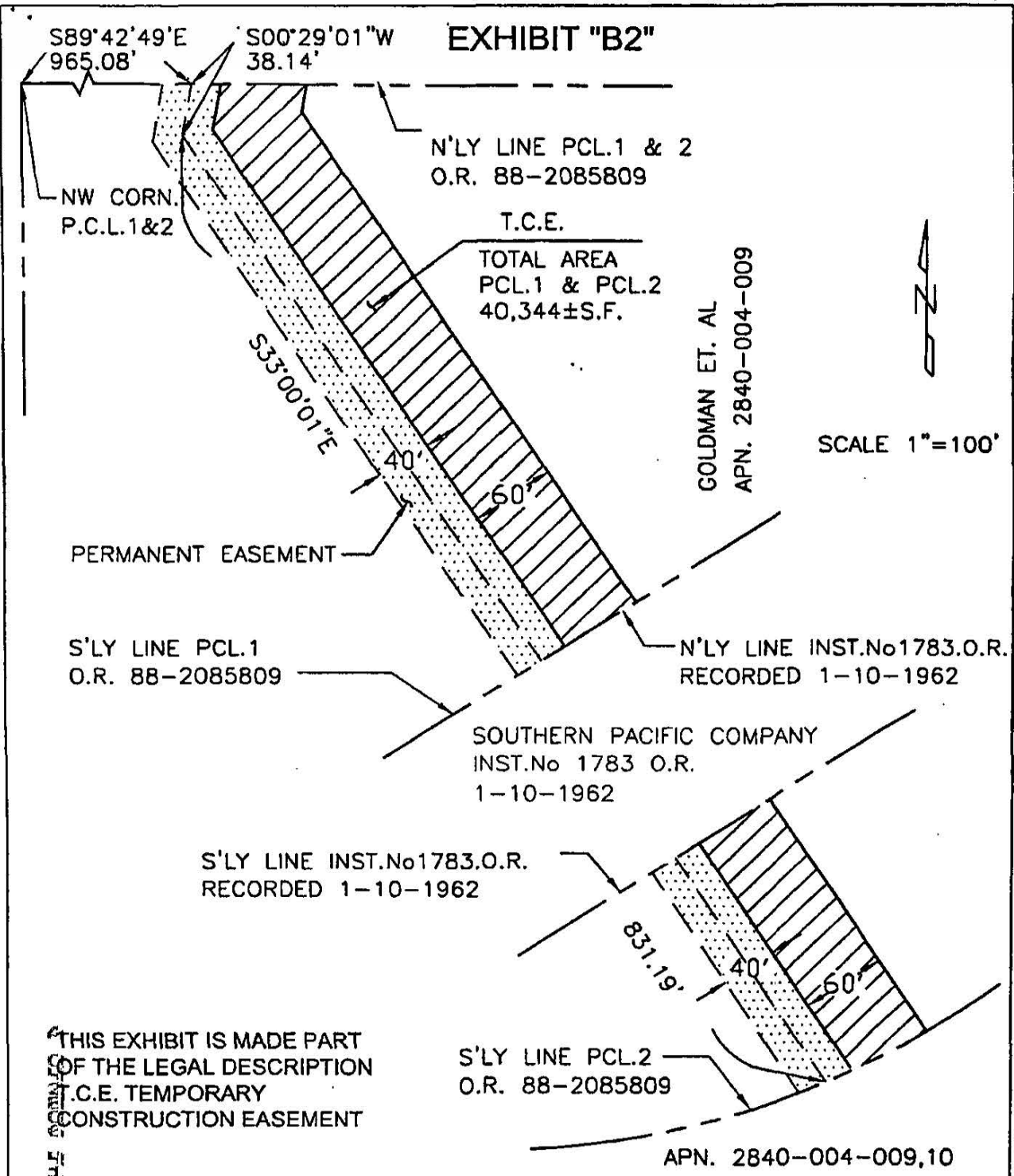
ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

OFFICIAL RECORDS

ex 2 /

06 0997584

10

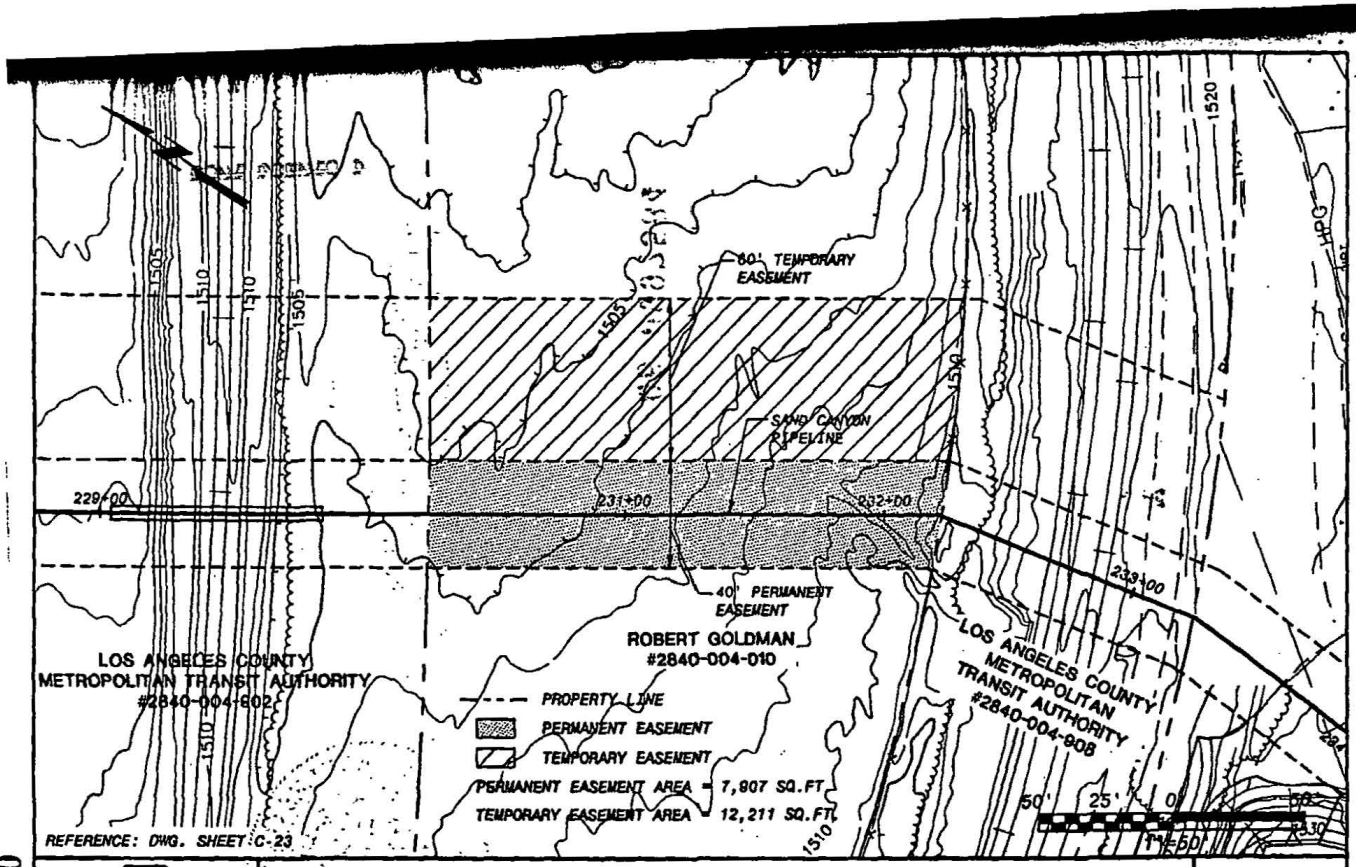


THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION T.C.E. TEMPORARY CONSTRUCTION EASEMENT

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	SCALE: 1"= 100'
CHECKED _____	DATE _____	COUNTY OF LOS ANGELES	REV. DATE _____ REV. No _____

06 0997584

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<b>BLACK &amp; VEATCH</b> Corporation PROJECT 132554	<b>CASTAIC LAKE WATER AGENCY</b> <b>SAND CANYON PIPELINE AND RESERVOIR</b>		<b>FIGURE NO.</b> 49
	ROBERT GOLDMAN #2840-004-010 APPRAISAL MAP		

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THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST MAY 01 2006  
JOHN A. CLARKE

Executive Officer/Clerk of the Superior Court of California, County of Los Angeles.

By [Signature], Deputy  
S. WESLEY

06 0997584

Exhibit B

ORIGINAL

FILED

LOS ANGELES SUPERIOR COURT

JUN 23 2004

JOHN A. CLAY, CLERK

BY: *D. 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.

NO FEE - GOV'T CODE 6103  
CASE ASSIGNED TO EMINENT DOMAIN DEPARTMENT 69

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 9<sup>th</sup> 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 THERON 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

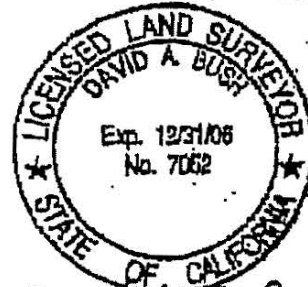
Parcel No.: SC49 AND SC 51PE

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.

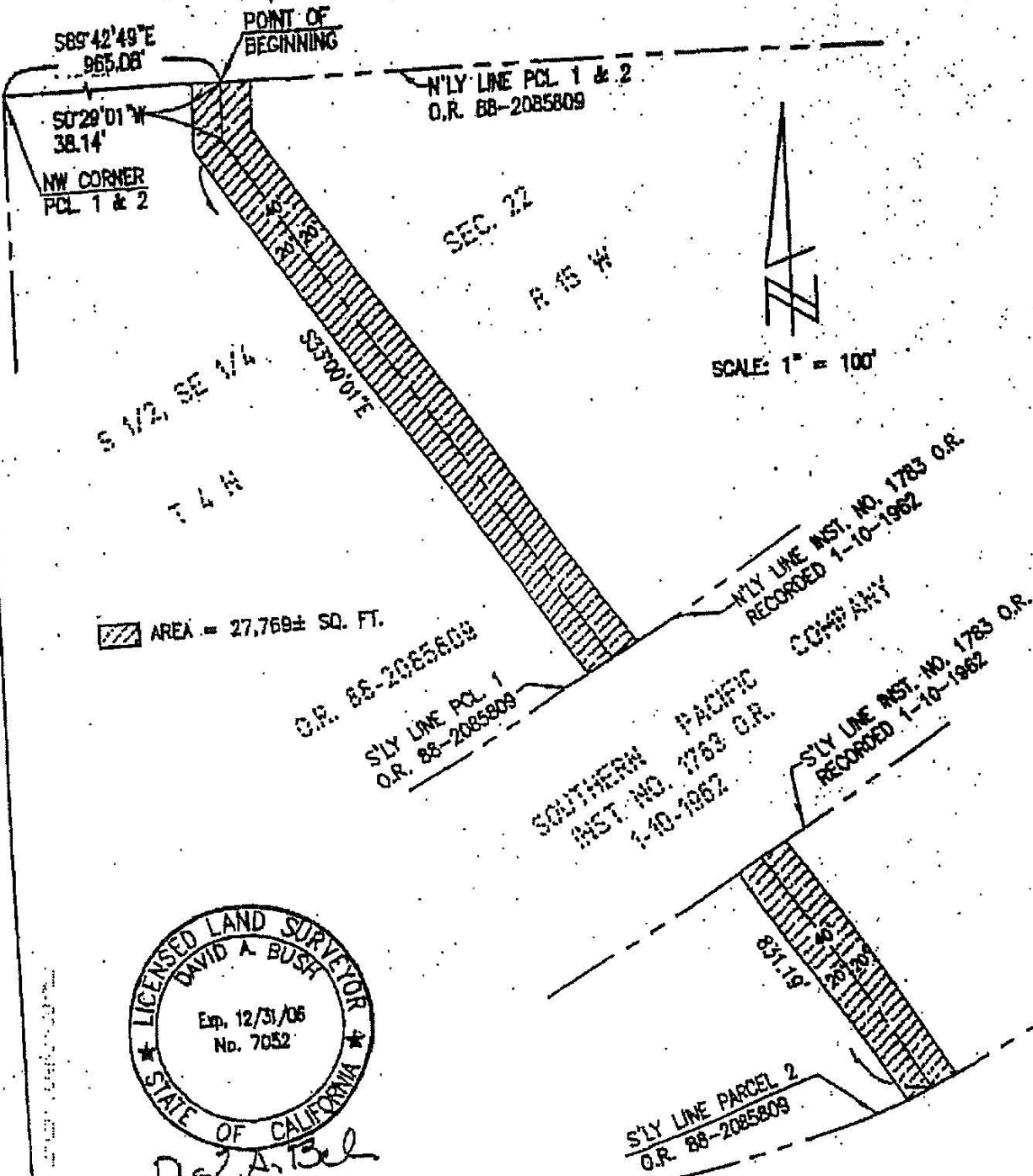
ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.



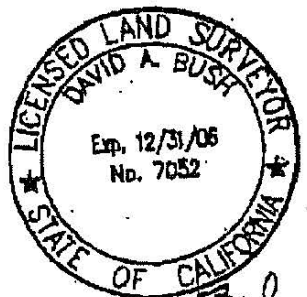
D. A. Bush  
1-9-04

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EXHIBIT B  
ROBERT GOLDMAN, ET. AL.



AREA = 27,769± SQ. FT.



*David A. Bush*

040 051 DE 3

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: ;  
Sent By: THE MCGREGOR CO.;

213-628-2414;  
310 777 8799;

Feb-22-06 5:04PM;  
Feb-22-06 15:47;

Page 2  
Page 2

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D 59*

**FILED**  
LOS ANGELES SUPERIOR COURT

MAR 03 2006

JOHN A. CLARKE, CLERK  
BY 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 **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,

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. 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.: 59

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

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

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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



Sent By: ;

Sent By: THE MCGREGOR CO.;

213-628-2414;  
310 777 8799;

Feb-22-06 5:04PM;  
Page 4

Page 4/8

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

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

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

(7) Defendants hereby approve of the Final Order of Condemnation in the form attached hereto as Exhibit "E". 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.

DATED: 2/21, 2006

ROBERT GOLDMAN

By: Robert Goldman

DATED: 2/21, 2006

JANICE GOLDMAN

By: Janice Goldman

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F.O.

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

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**FILED**  
LOS ANGELES SUPERIOR COURT

MAR 16 2006

JOHN A. CLARKE, CLERK  
BY *M. DeLuna*  
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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BRADLEY D. PIERCE



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**FILED**  
LOS ANGELES SUPERIOR COURT

MAR 21 2006

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**DEPT. 59**

JOHN A. CLARKE, CLERK  
BY C. WASHINGTON, DEPUTY

**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

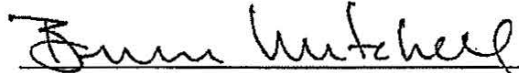
1 made a part hereof as though set forth at length, are hereby condemned to CLWA.

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: 3-26-06

8

  
9 JAMES HUTCHENS  
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: \_\_\_\_\_

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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.

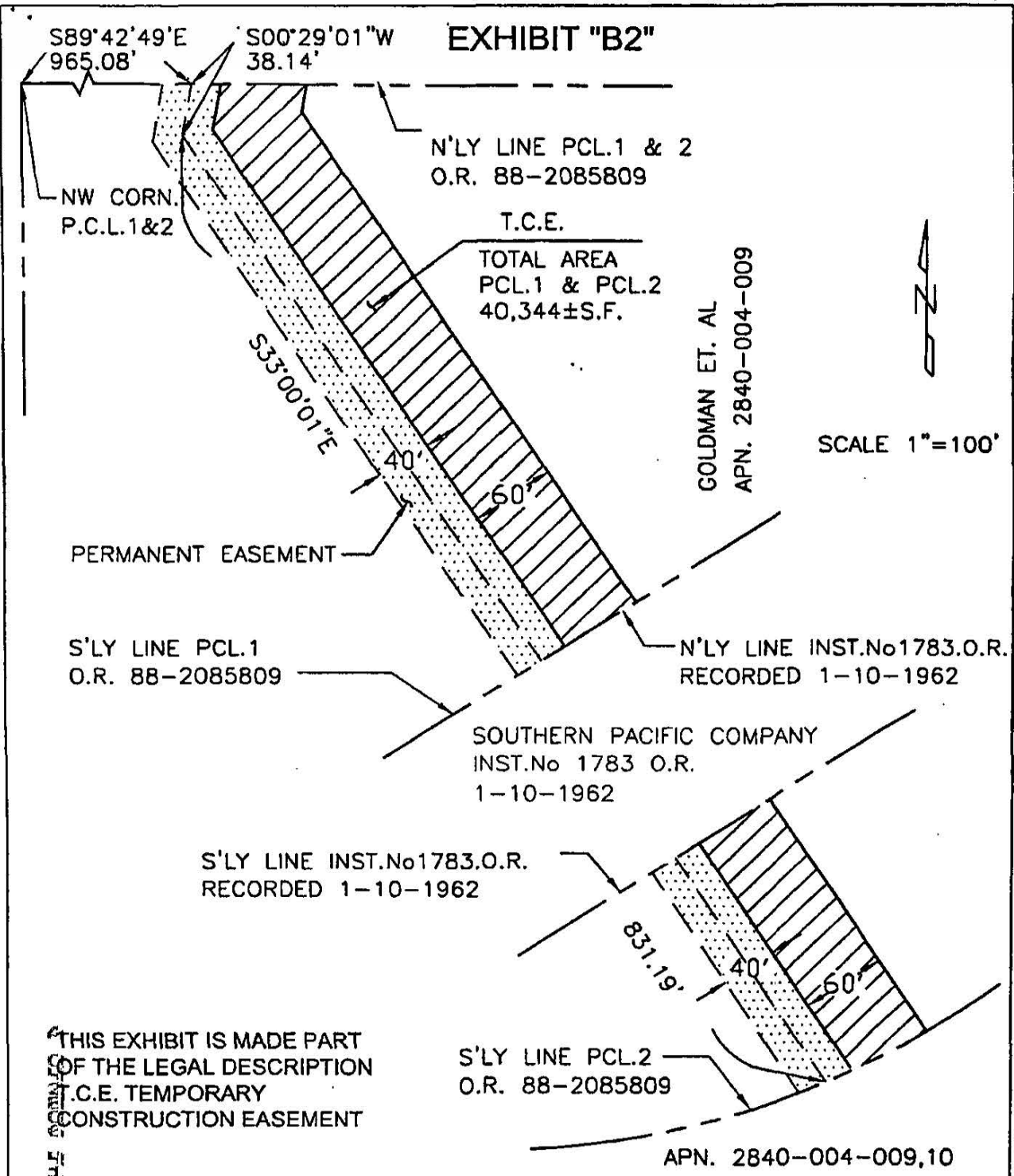
ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

OFFICIAL COPY

ex 2 /

06 0997584

10



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	SCALE: 1"= 100'
CHECKED _____	DATE _____	COUNTY OF LOS ANGELES	REV. DATE _____ REV. No _____

06 0997584

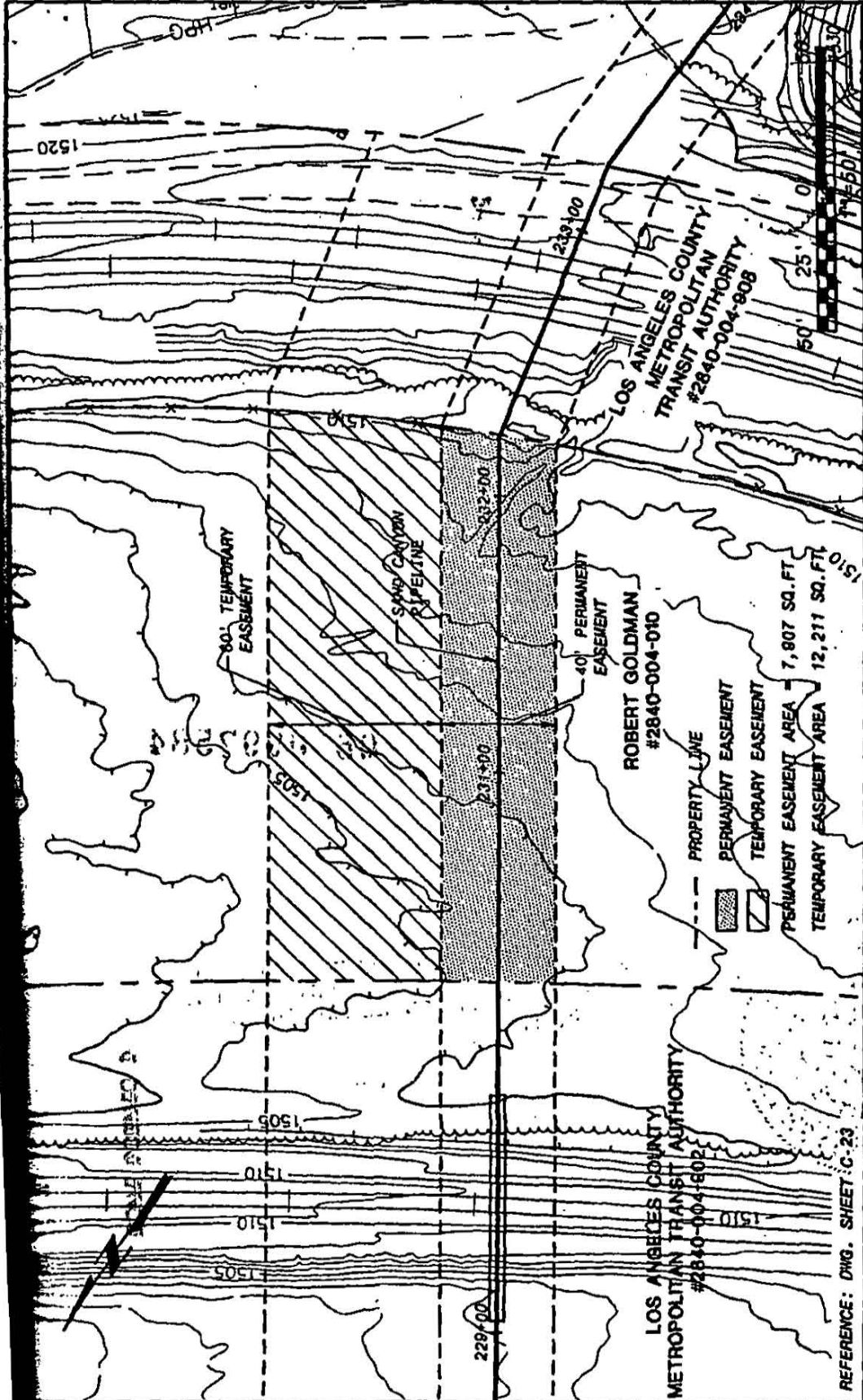


FIGURE NO.  
49

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

**BLACK & VEATCH**  
CORPORATION  
PROJECT  
132554

12/08/2003 15:04:04

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REFERENCE: DWG. SHEET: C-23

06 0997584

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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.

PLATE CONTAINED 2



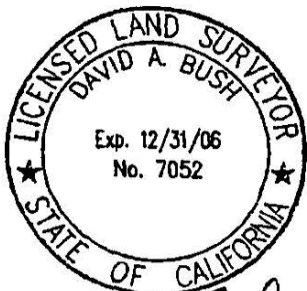
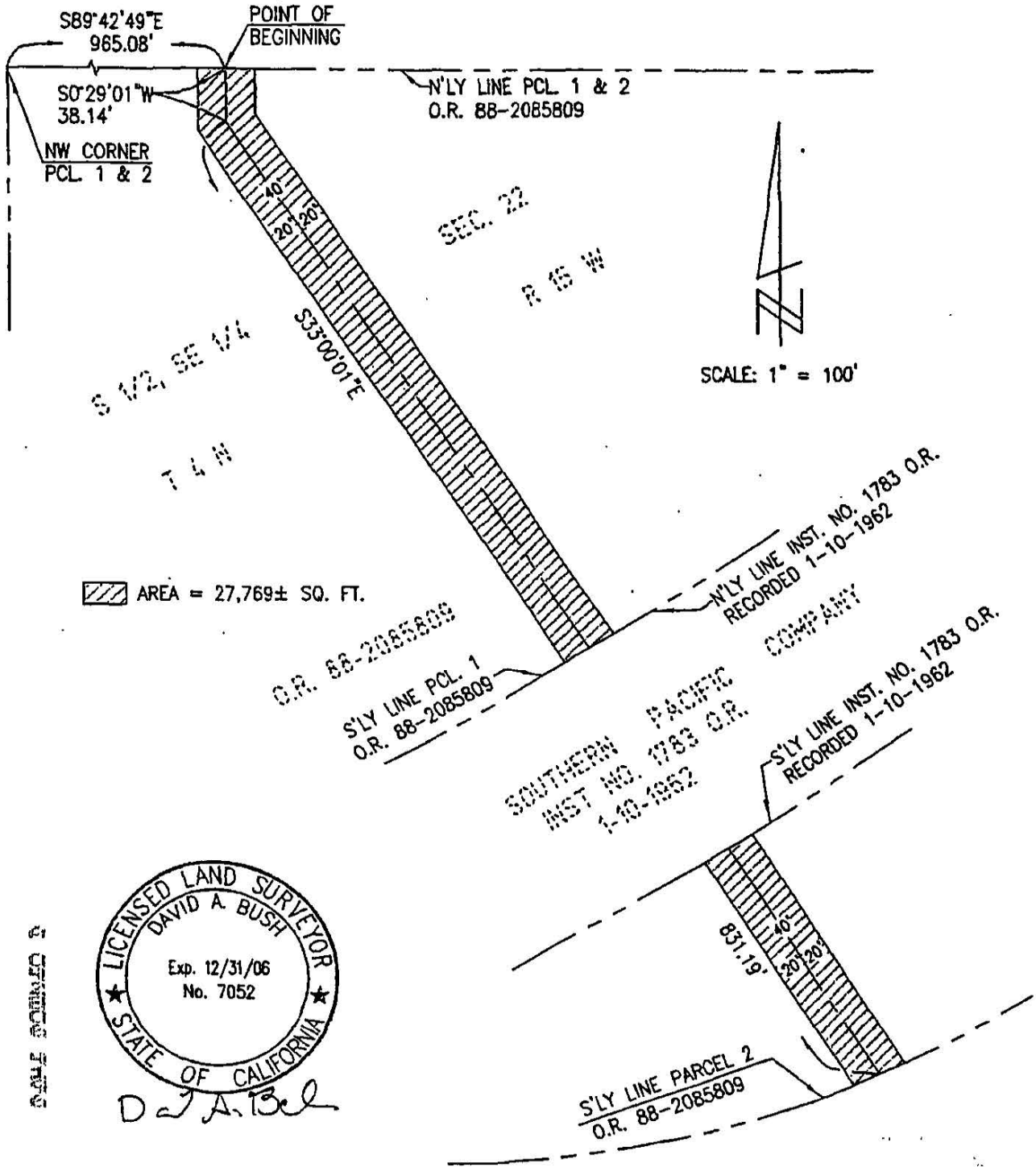
*David A. Bush*  
1-9-04

*lx /*

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EXHIBIT 'B'  
ROBERT GOLDMAN, ET. AL



*D. A. Bush*

06 0997584

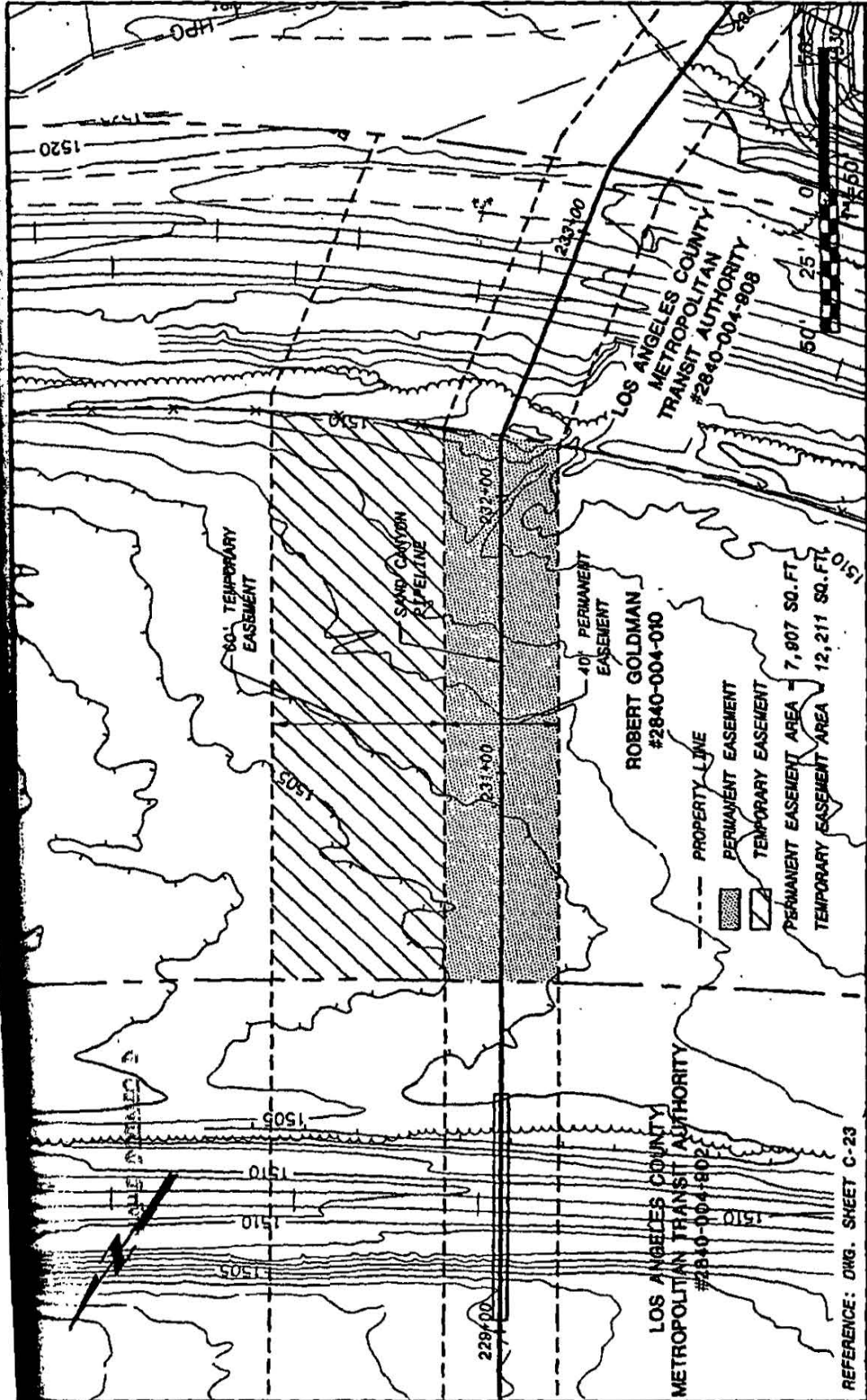


FIGURE NO.  
49

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

BLACK & VEATCH  
Corporation  
PROJECT  
132554

12/09/2003 15:04:04

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06 0997584

## Exhibit 2

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*Exempt from fees pursuant to  
Government Code Section 27383*

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

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

SPACE ABOVE LINE FOR RECORDER

### GRANT OF EASEMENT

Documentary Transfer Tax \$ None	(no ) (consideration)
_____ Signature of Declarant or Agent	
Santa Clarita Valley Water Agency	

This is a conveyance of an easement or deed and the consideration and Value and consideration less than \$100 R & T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WOODSIDE 05, LP, does hereby grant to the SANTA CLARITA VALLEY WATER AGENCY, a California special act water agency (Chapter 833, Statutes of 2017), and its successors and assigns (“Grantee”), a permanent non-exclusive easement and right of way (“Easement”) in, upon, under, over, and across the “Easement Property” (defined below), to construct, reconstruct, replace, up-grade, maintain, alter, inspect, survey, operate, remove and use a subsurface water pipeline or pipelines and conduit, and valves and meter structures, service connections, and other necessary facilities and appurtenances for public utility purposes, together with the right of ingress thereto and egress therefrom by a principal route or routes, together with the right to maintain and keep clear said Easement Property as further set forth below. The land on which said Easement is hereby granted (collectively referred to as the “Easement Property”) is located in the 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.

Grantor agrees for itself, its heirs, successors and assigns, not to plant, erect, install, alter, place or maintain, nor to permit the planting, erection, alteration, placement or maintenance of any tree, building, or permanent structure (collectively, “Permanent Structure”) on the Easement Property. If any Permanent Structure is made or placed on the Easement Property, any such Permanent Structure shall be removed at Grantor’s sole cost and expense within thirty (30) days after the receipt of Grantee’s written request.

Grantee and its contractors, agents and employees, shall have the right to trim or cut tree roots and shall have free access to any and all systems and infrastructure that may exist on the Easement at all times, for the purpose of exercising rights herein granted, however, that in making any excavation of said property of the Grantor, the Grantee shall make the same in such a manner as

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)

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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.

PLATE CORRECTED 2

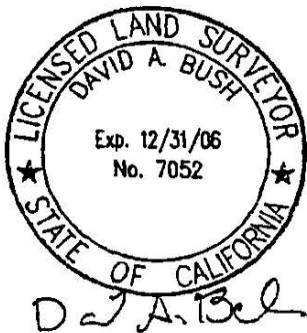
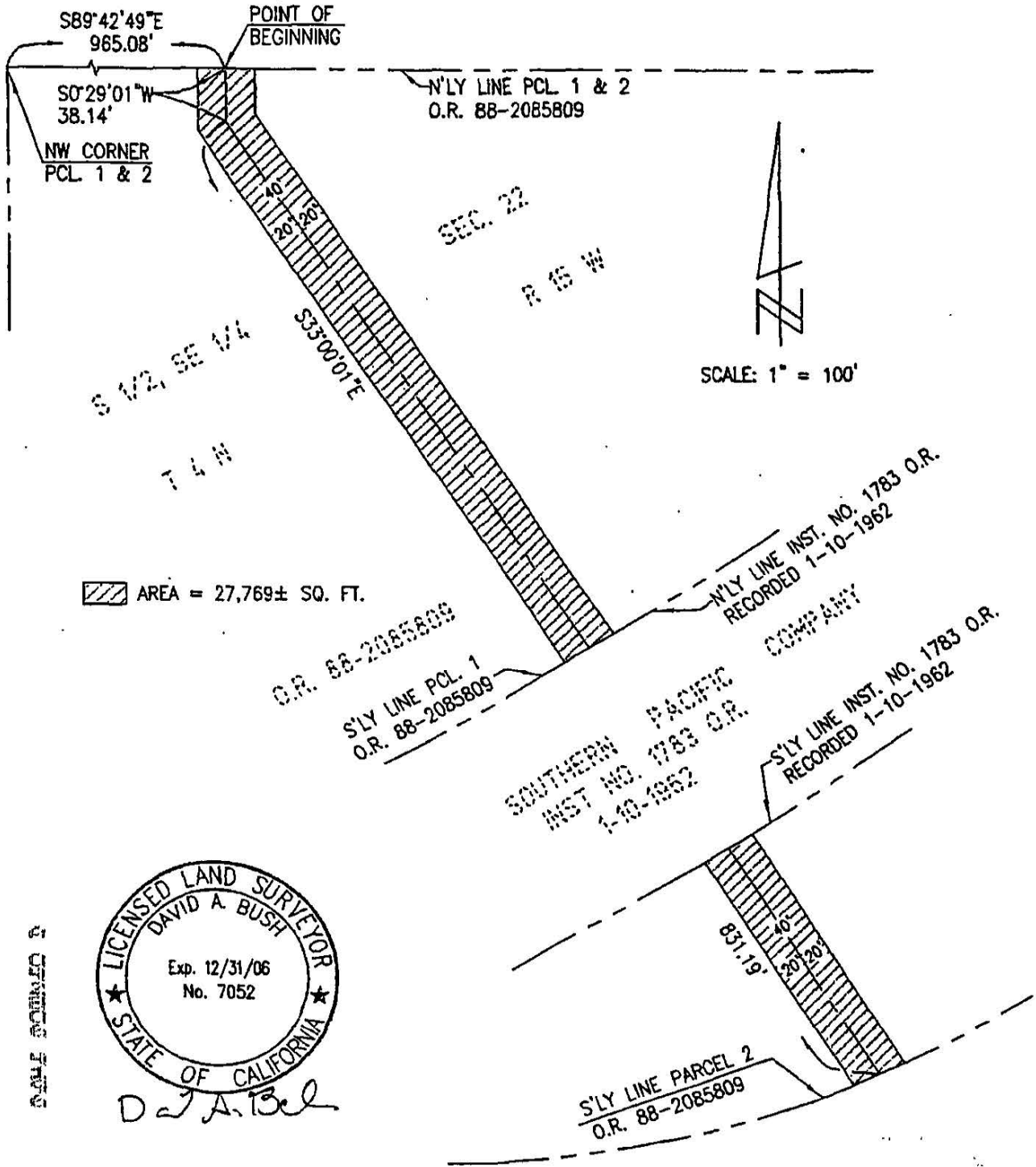


*David A. Bush*  
1-9-04

*lx /*

06 0997584

EXHIBIT 'B'  
ROBERT GOLDMAN, ET. AL



06 0997584

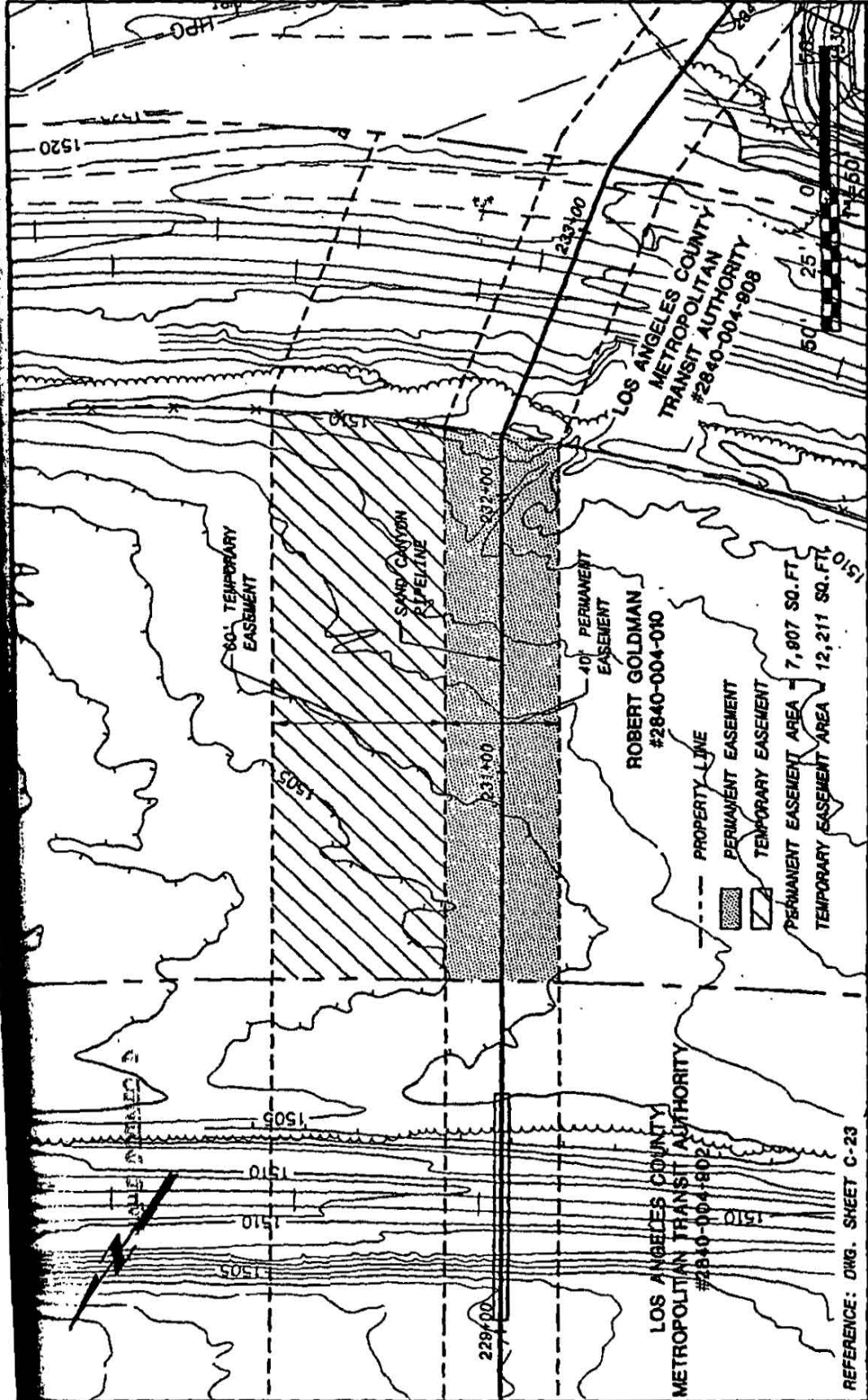


FIGURE NO.  
49

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

12/09/2003 15:04:04

06 0997584

BLACK & VEATCH  
Corporation  
PROJECT  
132554  
DRAWING.DWG

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.

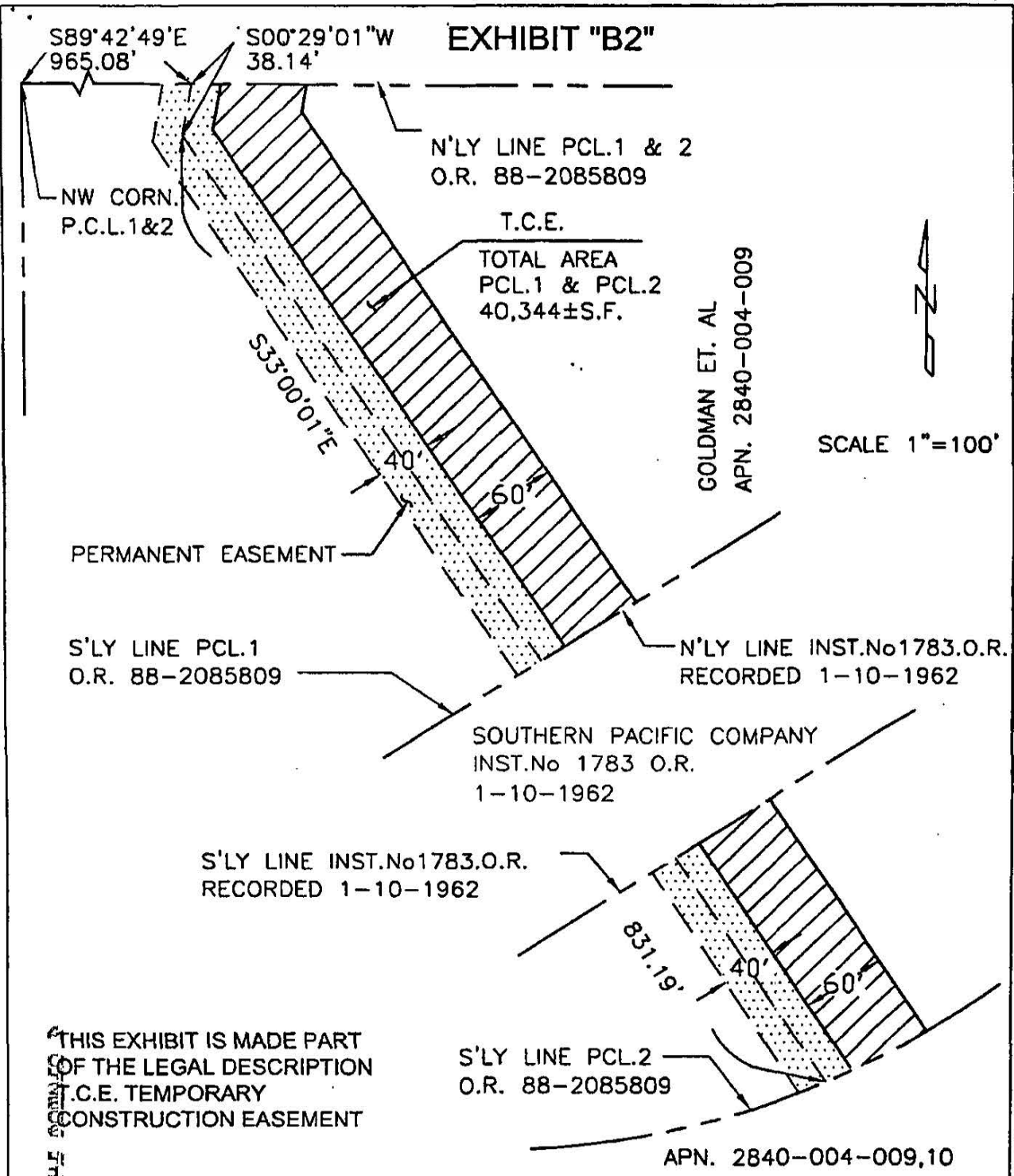
ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

OFFICIAL RECORDS

ex 2 /

06 0997584

10



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	SCALE: 1"= 100'
CHECKED _____	DATE _____	COUNTY OF LOS ANGELES	REV. DATE _____ REV. No _____

06 0997584



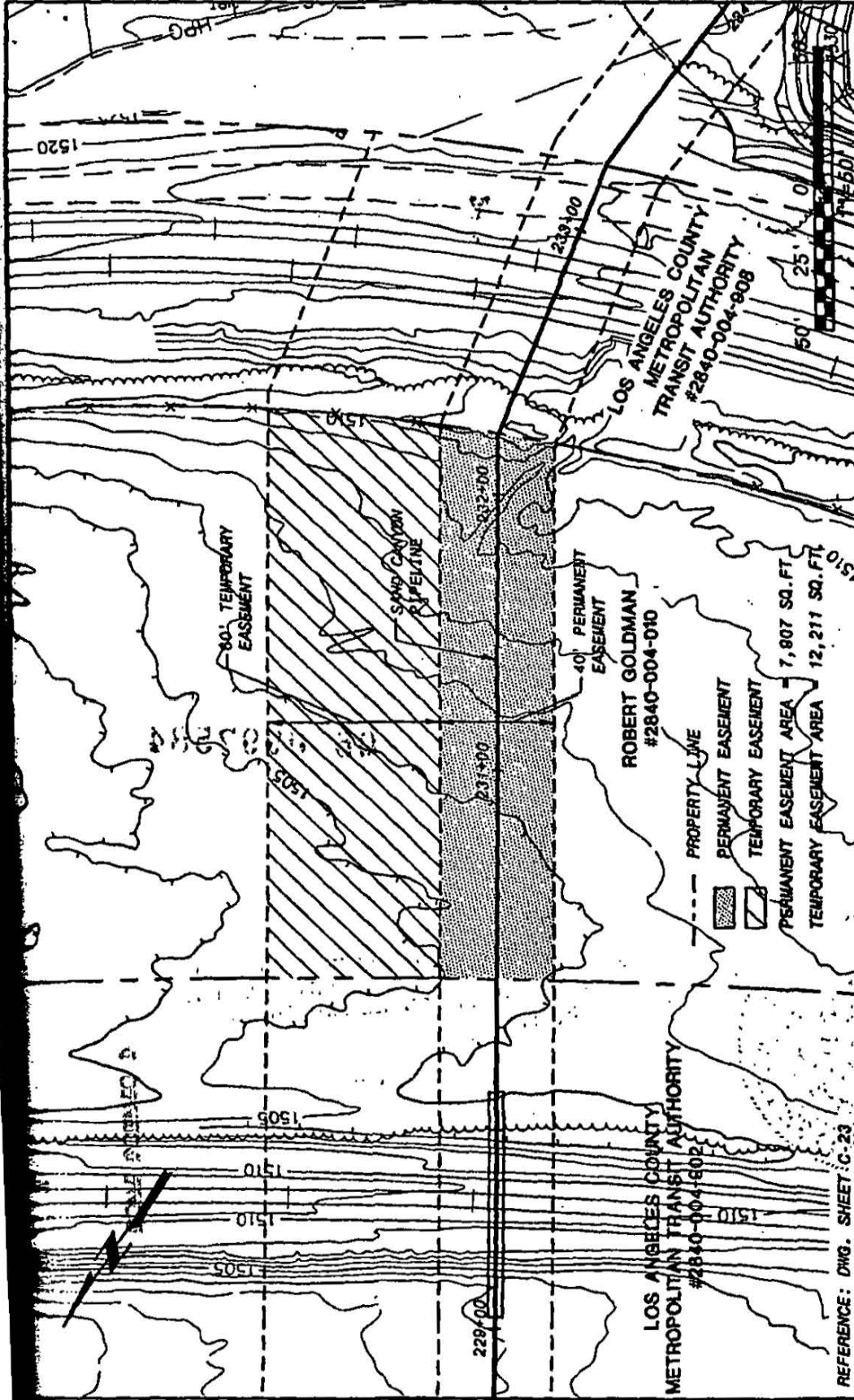


FIGURE NO.  
49

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

**BLACK & VEATCH**  
CORPORATION  
PROJECT  
132554

12/08/2003 15:04:04

DRAWING.DWG

REFERENCE: DWG. SHEET: C-23


06 0997584

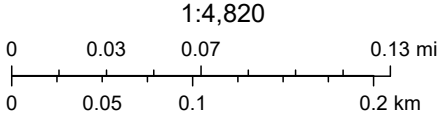
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Exhibit I



 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 (Exhibit A) 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.

# 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: \_\_\_\_\_

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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".

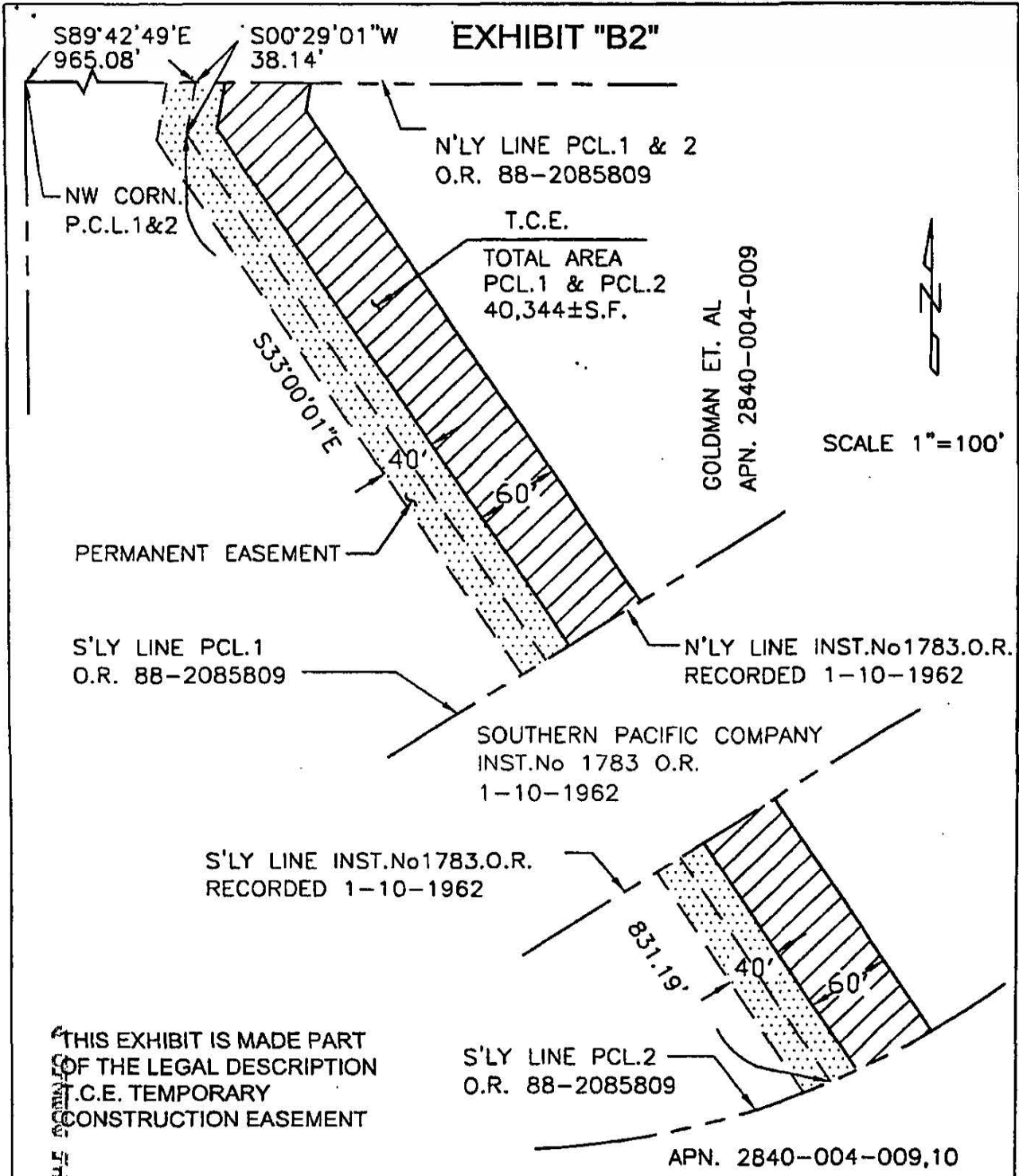
THE AREA OF THE ABOVE DESCRIBED PARCEL IS 40, 334 SQ. FT., MORE OR LESS.

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

OFFICIAL RECORDS

ex 2 /

06 0997584



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION OF THE 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	SCALE: 1"= 100'
CHECKED _____	DATE _____	COUNTY OF LOS ANGELES	REV. DATE _____ REV. No _____

06 0997584

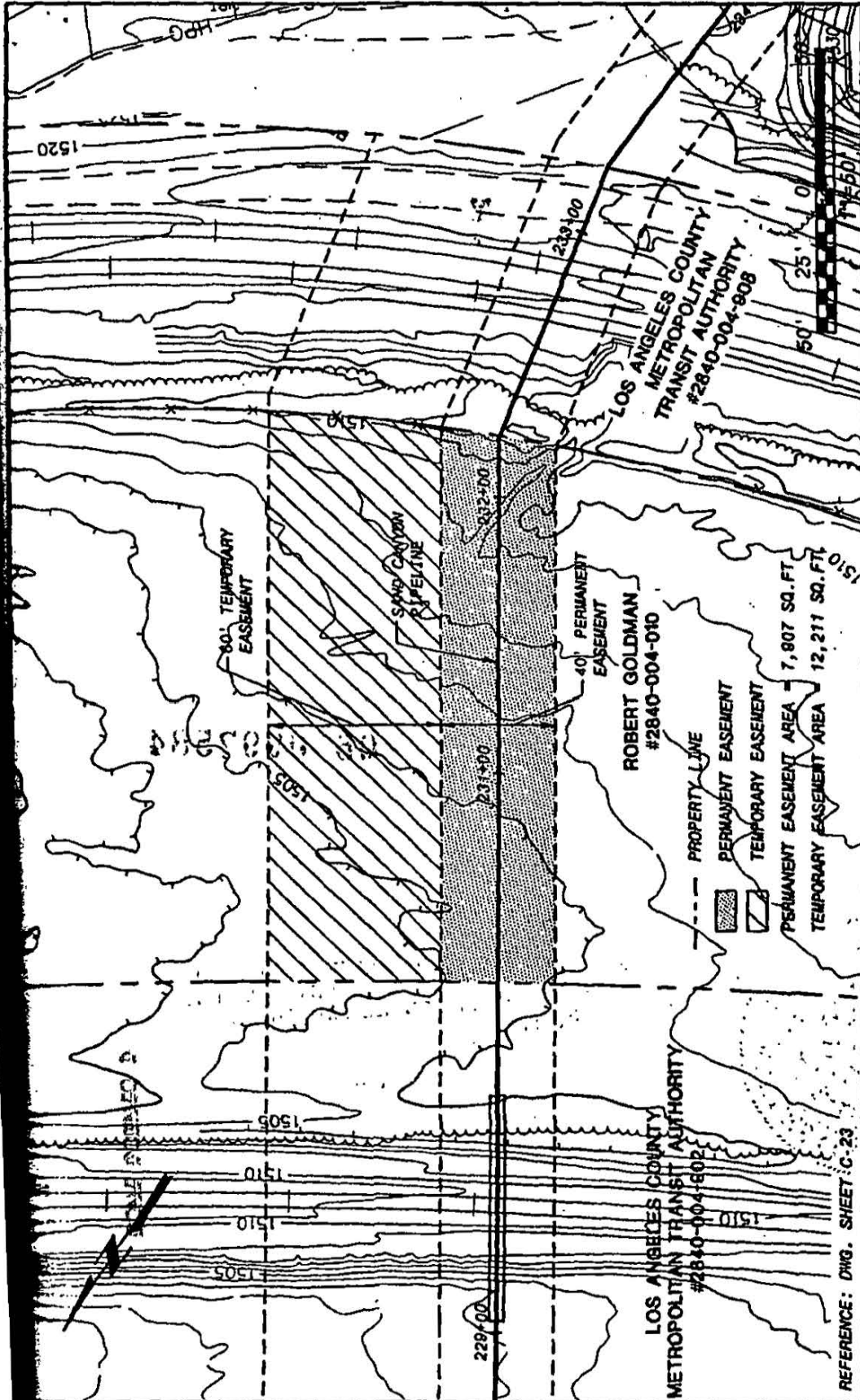


FIGURE NO.

49

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

ROBERT GOLDMAN #2840-004-010  
APPRAISAL MAP

12/08/2003 15:04:04

**BLACK & VEATCH**  
CORPORATION  
PROJECT  
132554

DRAWING.DWG

REFERENCE: DWG. SHEET: C-23

06 0997584

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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.

PLATE CONTAINED 2

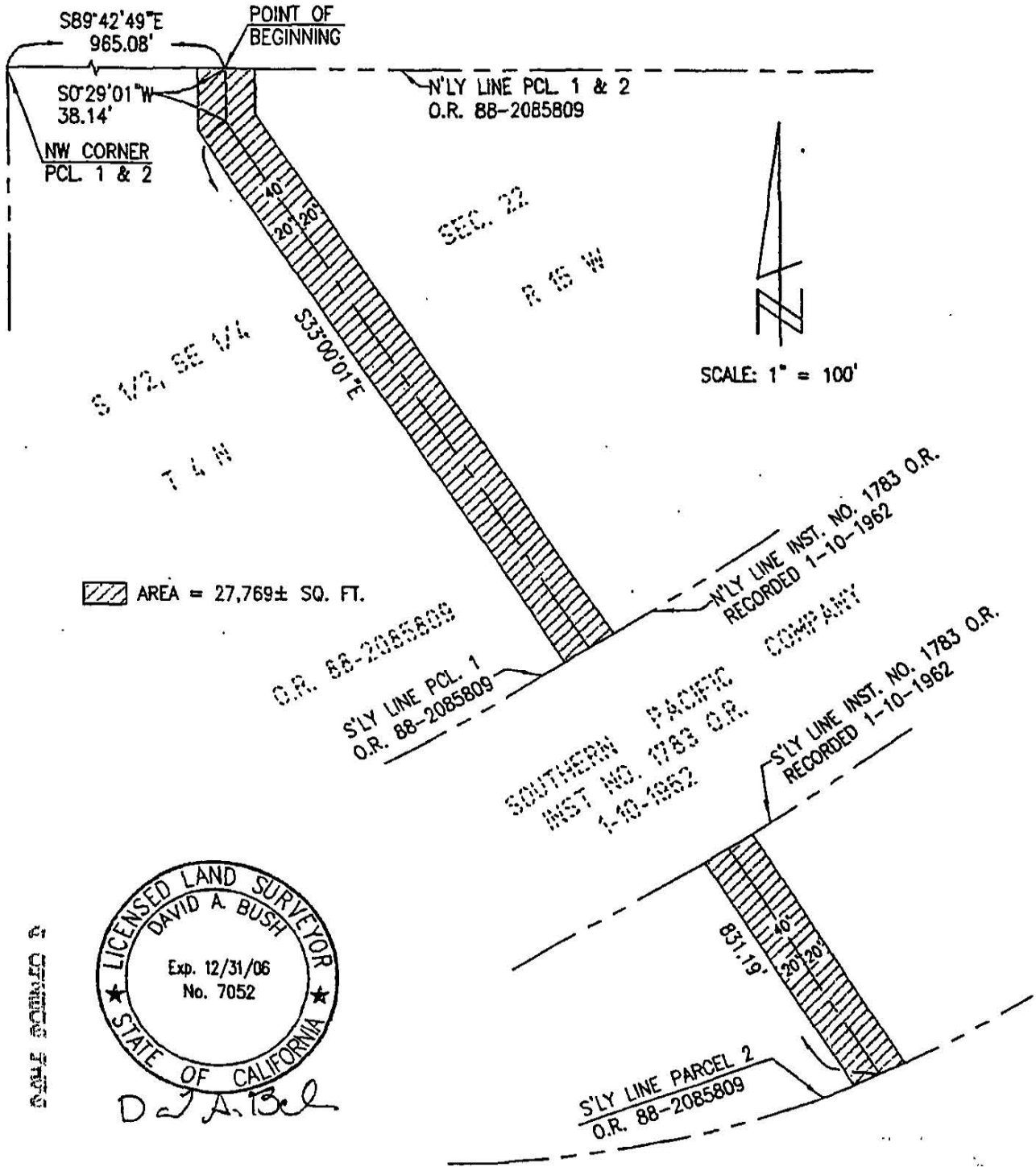


*David A. Bush*  
1-9-04

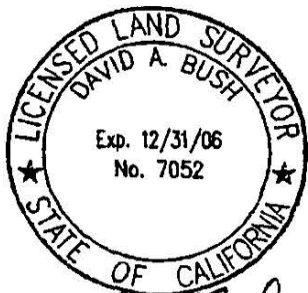
*lx /*

06 0997584

EXHIBIT 'B'  
ROBERT GOLDMAN, ET. AL



AREA = 27,769± SQ. FT.



*D. A. Bush*

06 0997584

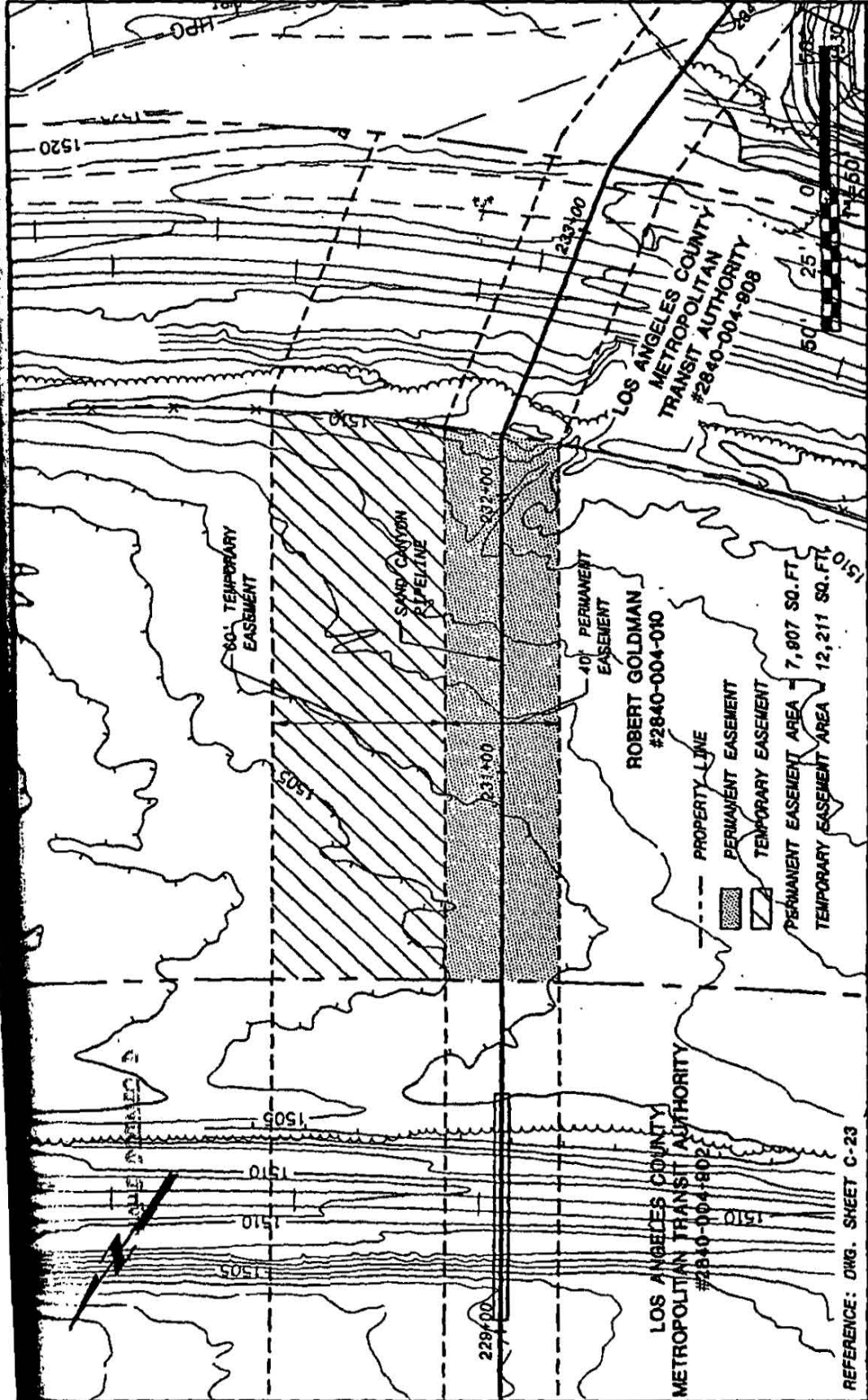


FIGURE NO. 49

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

ROBERT GOLDMAN #2840-004-010  
APPRAISAL MAP

12/09/2003 15:04:04

**BLACK & VEATCH**  
Corporation  
PROJECT  
132554

DRAWING.DWG

06 0997584

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## Exhibit 2

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

*Exempt from fees pursuant to  
Government Code Section 27383*

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

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

SPACE ABOVE LINE FOR RECORDER

### GRANT OF EASEMENT

Documentary Transfer Tax \$ None	(no ) (consideration)
_____ Signature of Declarant or Agent	
Santa Clarita Valley Water Agency	

This is a conveyance of an easement or deed and the consideration and Value and consideration less than \$100 R & T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WOODSIDE 05, LP, does hereby grant to the SANTA CLARITA VALLEY WATER AGENCY, a California special act water agency (Chapter 833, Statutes of 2017), and its successors and assigns (“Grantee”), a permanent non-exclusive easement and right of way (“Easement”) in, upon, under, over, and across the “Easement Property” (defined below), to construct, reconstruct, replace, up-grade, maintain, alter, inspect, survey, operate, remove and use a subsurface water pipeline or pipelines and conduit, and valves and meter structures, service connections, and other necessary facilities and appurtenances for public utility purposes, together with the right of ingress thereto and egress therefrom by a principal route or routes, together with the right to maintain and keep clear said Easement Property as further set forth below. The land on which said Easement is hereby granted (collectively referred to as the “Easement Property”) is located in the 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.

Grantor agrees for itself, its heirs, successors and assigns, not to plant, erect, install, alter, place or maintain, nor to permit the planting, erection, alteration, placement or maintenance of any tree, building, or permanent structure (collectively, “Permanent Structure”) on the Easement Property. If any Permanent Structure is made or placed on the Easement Property, any such Permanent Structure shall be removed at Grantor’s sole cost and expense within thirty (30) days after the receipt of Grantee’s written request.

Grantee and its contractors, agents and employees, shall have the right to trim or cut tree roots and shall have free access to any and all systems and infrastructure that may exist on the Easement at all times, for the purpose of exercising rights herein granted, however, that in making any excavation of said property of the Grantor, the Grantee shall make the same in such a manner as

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.

PLATE CORRECTED 2

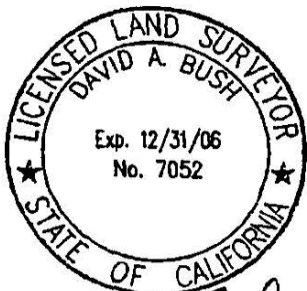
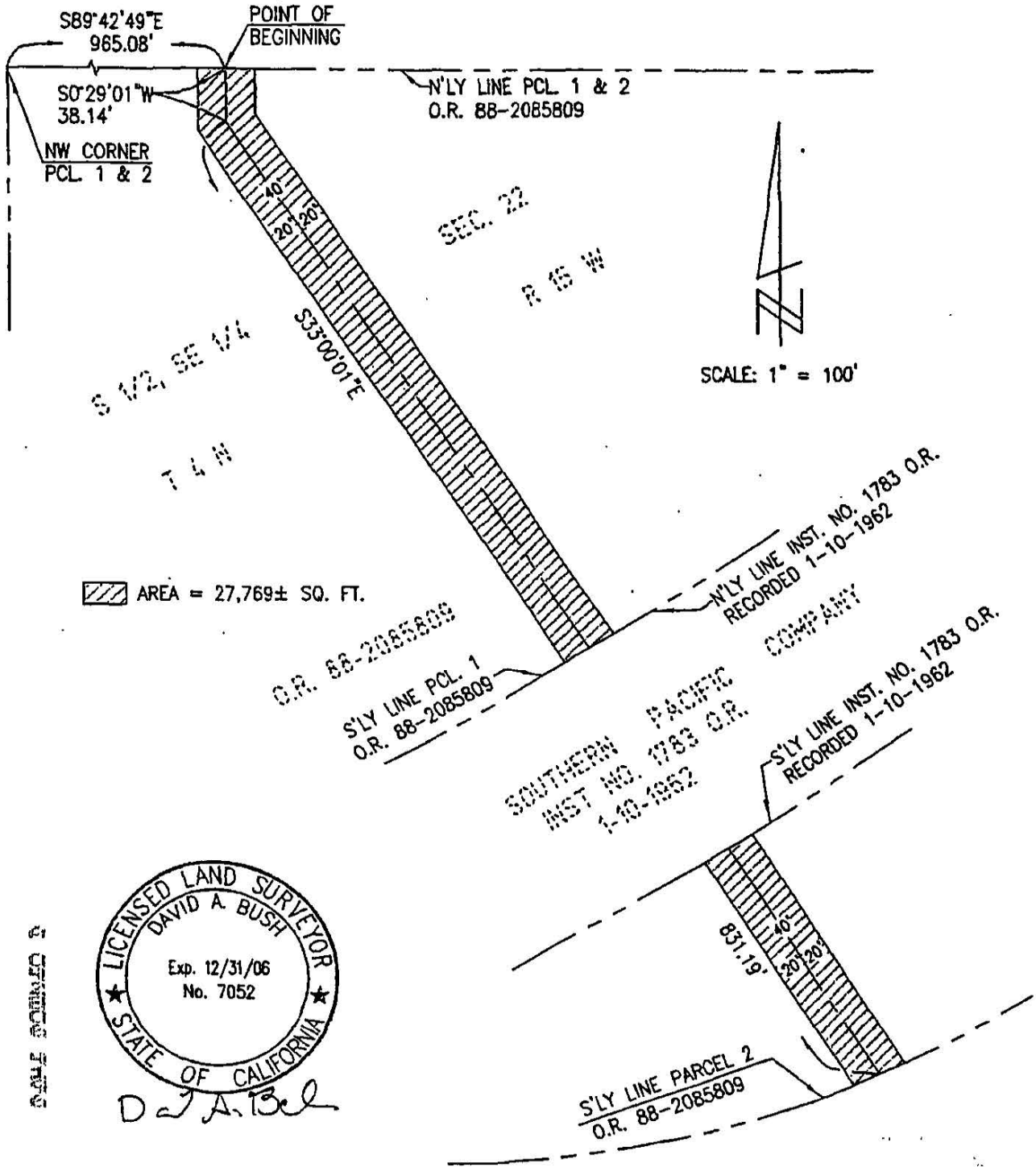


*David A. Bush*  
1-9-04

*lx /*

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EXHIBIT 'B'  
ROBERT GOLDMAN, ET. AL



06 0997584

8

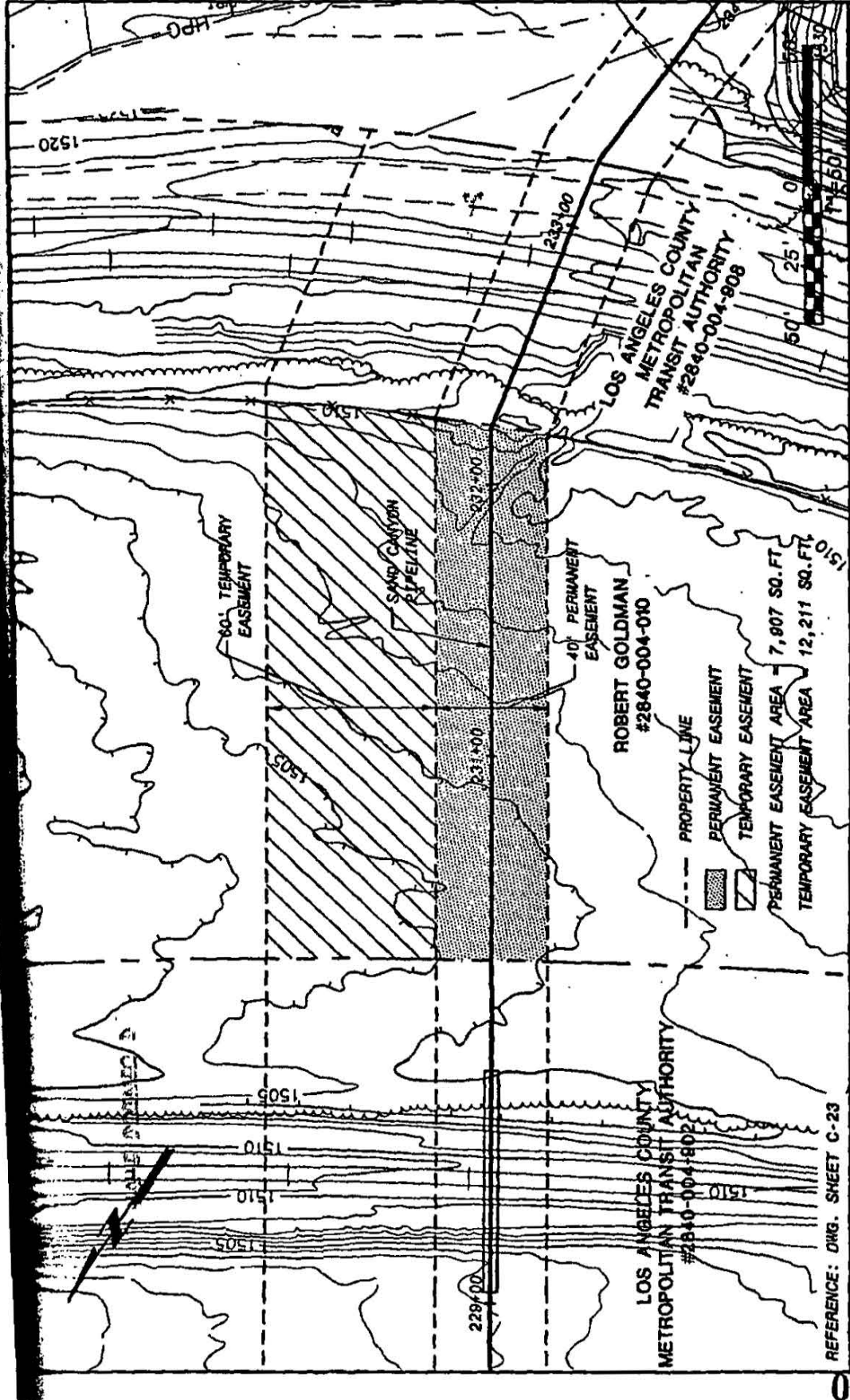


FIGURE NO.

49

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

12/09/2003 15:04:04

**BLACK & VEATCH**  
 Corporation  
 PROJECT  
 132554

DRAWING.DWG

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

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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.

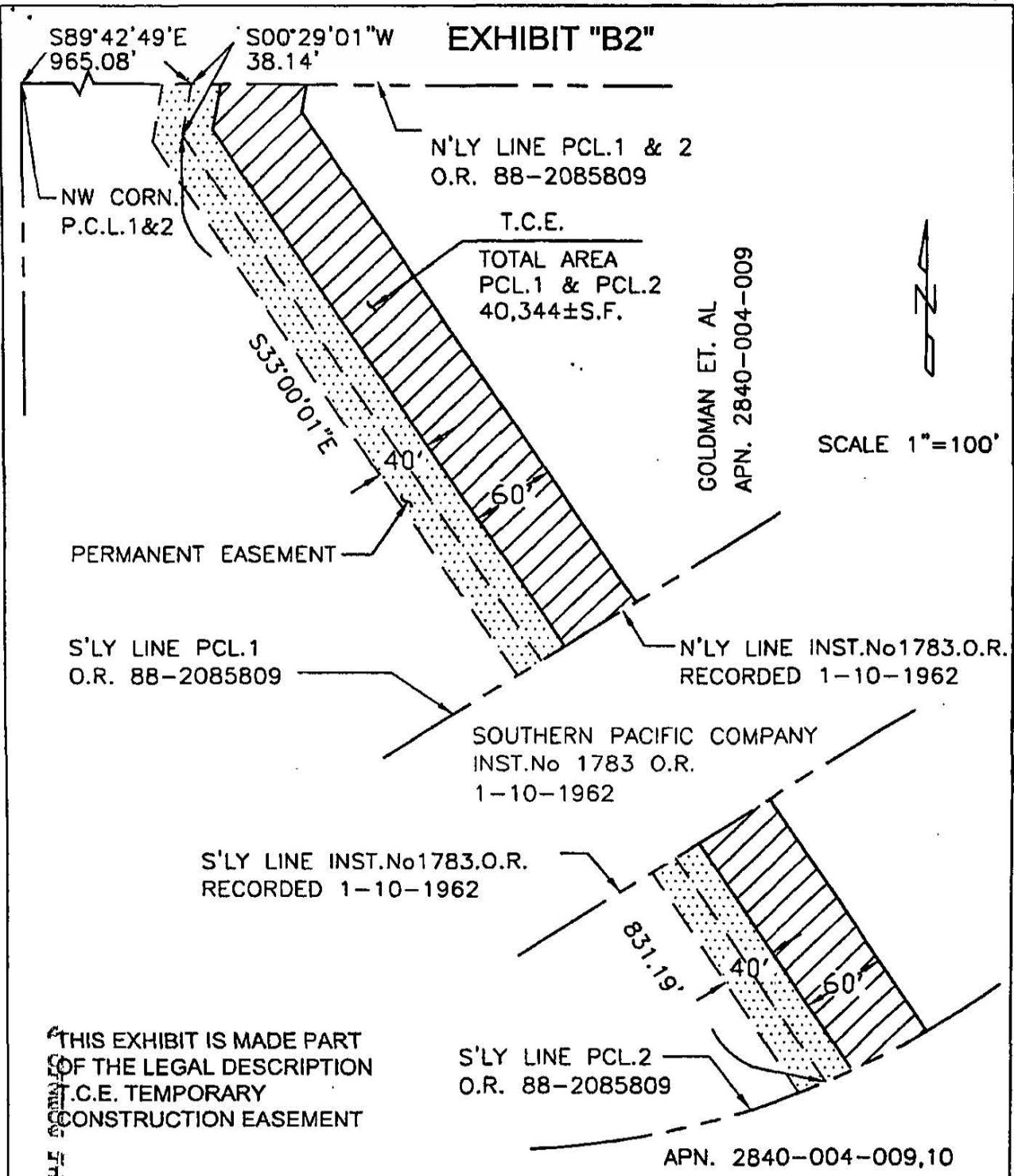
ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

OFFICIAL RECORDS

ex 2 /

06 0997584

10



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	CHECKED _____	S 1/2 OF SE 1/4, SEC.22	SCALE: 1"= 100'
	DATE _____	T 4N, R 15W	DRAWN BY MAT
		SAN BERNARDINO MERIDIAN	REV. DATE
		COUNTY OF LOS ANGELES	

06 0997584

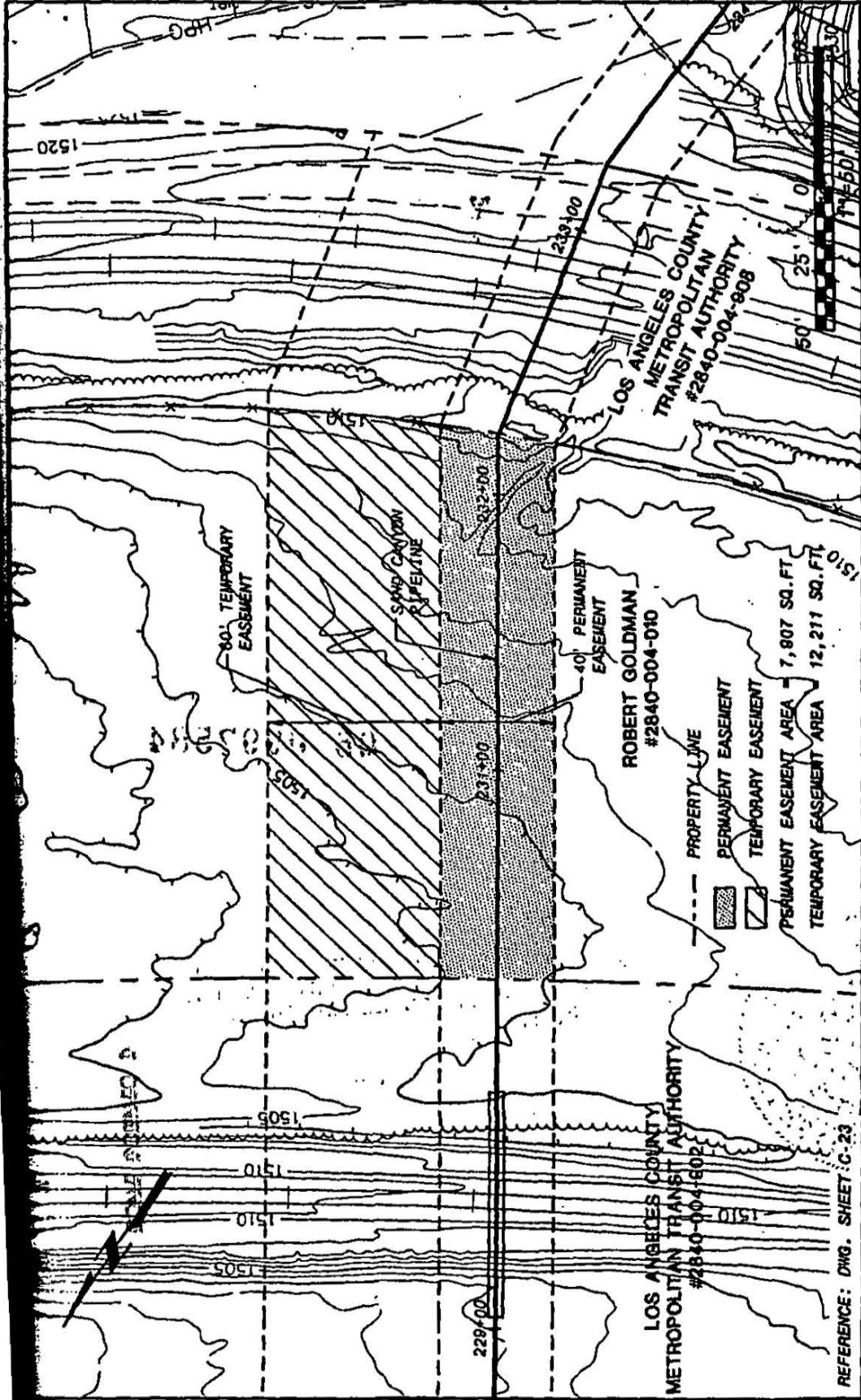


FIGURE NO.  
49

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

**BLACK & VEATCH**  
CORPORATION  
PROJECT  
132554

12/08/2003 15:04:04

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REFERENCE: DWG. SHEET: C-23

06 0997584

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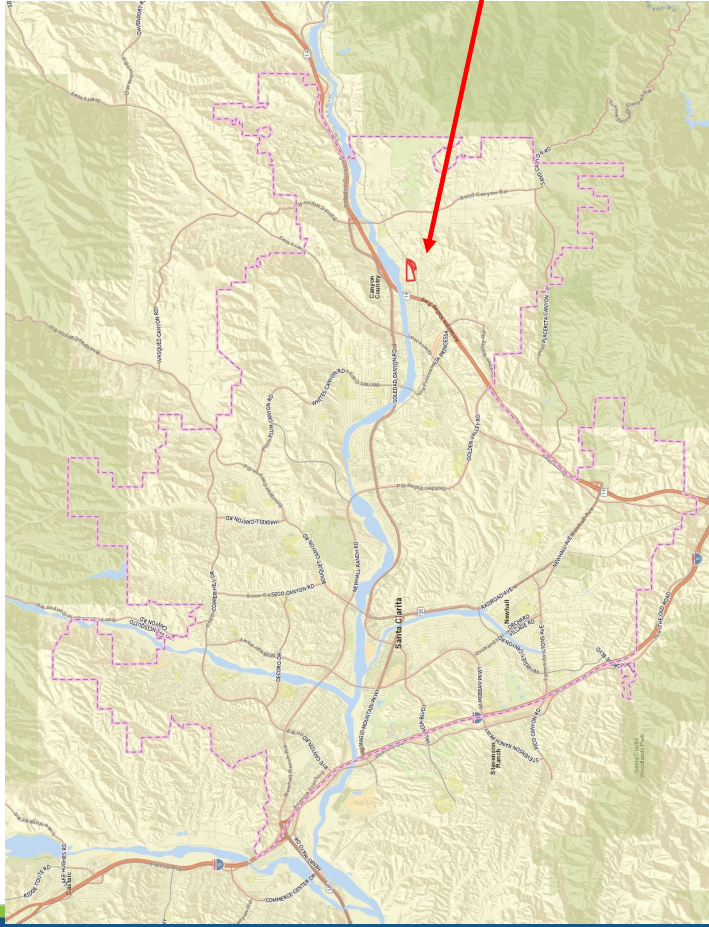
**SCV**  
WATER

March 21, 2023

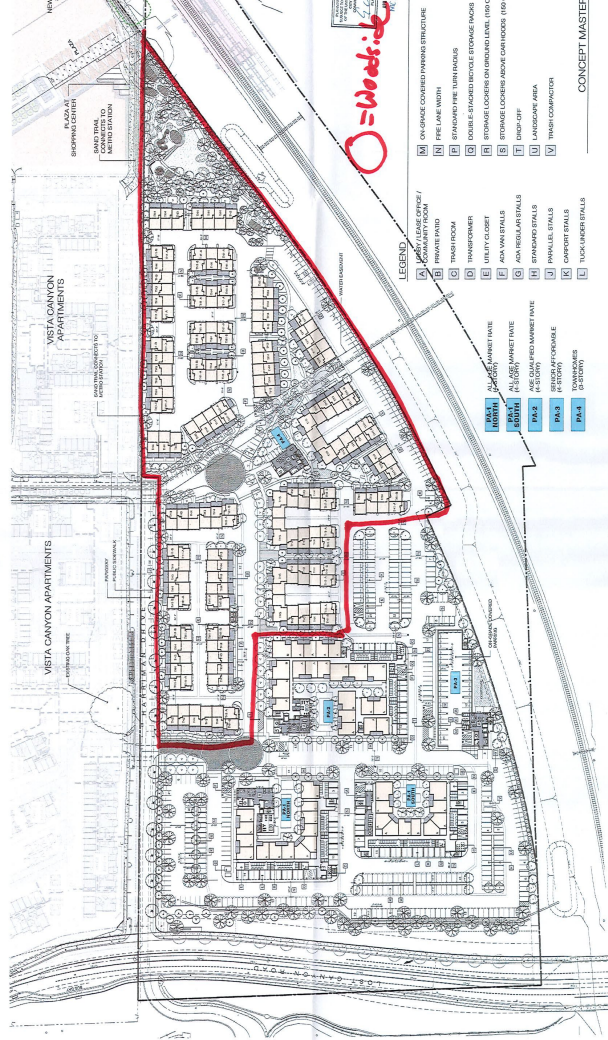
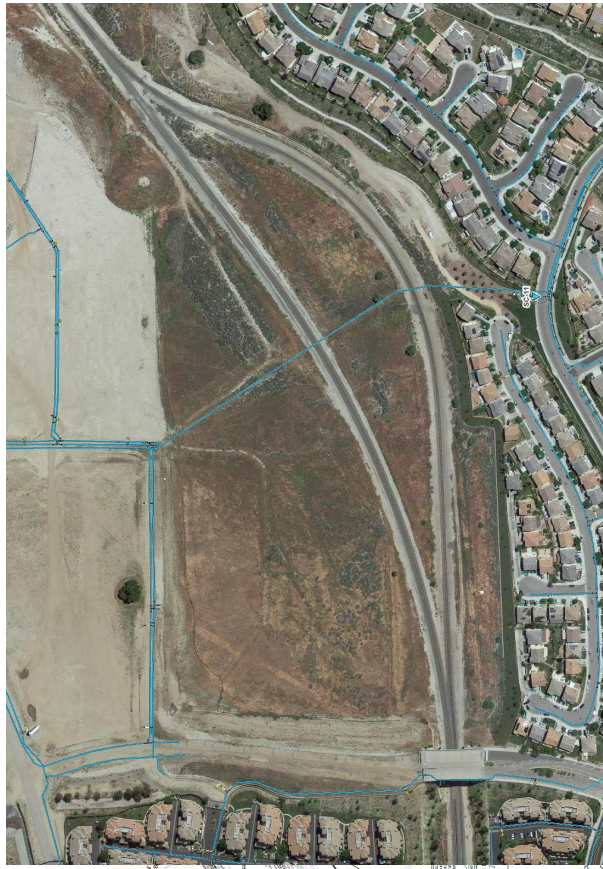
# **Authorize SCV Water to Execute an Agreement Settling Real Property Rights Between SCV Water and Woodside 05S, LP and Required CEQA Finding**

**Board Meeting**

# Property Location



# Woodside (MetroWalk) Project



## 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



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## 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

**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.





# BOARD MEMORANDUM

**DATE:** March 3, 2023

**TO:** Board of Directors *KJ*

**FROM:** Keith Abercrombie  
Chief Operating Officer

**SUBJECT:** Approve 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.

CONTRACTOR	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.

On March 2, 2023, the Engineering and Operations Committee considered staff's recommendation to approve 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.

### **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 FY 2021/22 & FY 2022/23 two-year Capital Improvement Meter Replacement Budget.

### **RECOMMENDATION**

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.

MBS



March 21, 2023

# Automated Metering Infrastructure WEEG Grant (2022-2025)

## Regular Board 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

- 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.






## BOARD MEMORANDUM

**DATE:** March 3, 2023

**TO:** Board of Directors

**FROM:** Keith Abercrombie   
Chief Operating Officer

**SUBJECT:** Approve a 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.

On March 2, 2023, the Engineering and Operations Committee considered staff's recommendations to authorize the General Manager to enter into 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.

**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
<b>TOTAL</b>	<b>\$389,540</b>	<b>\$354,800</b>	<b>No bid submitted</b>

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**

The Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to enter into 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 21, 2023

# Filter Media Replacement Project

## Regular Board Meeting

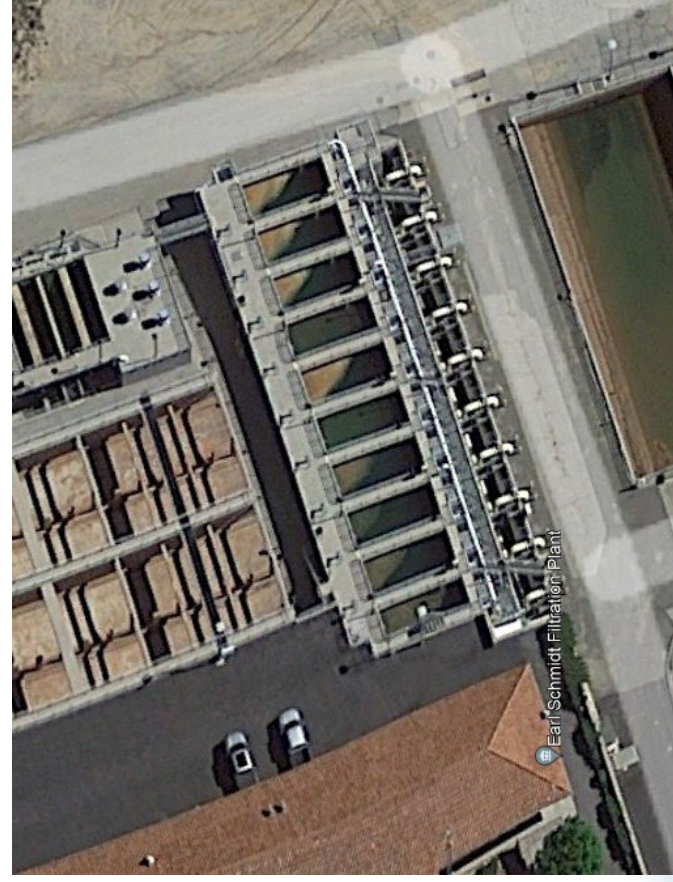
# Surface Water Treatment Plant Filters

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



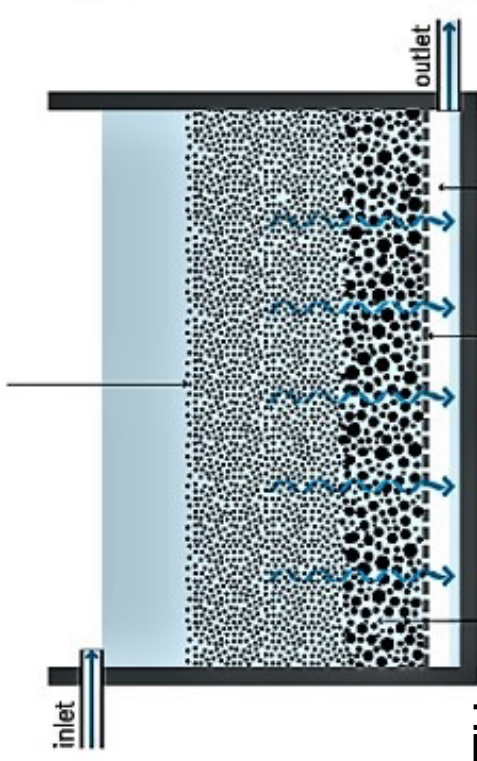
# Surface Water Treatment Plant Filters

- 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/ft<sup>2</sup> 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



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## Filter Assessment Overview

- **Filters average age is 19 years**
  - ESFP filters placed into service 2005 (18 years)
  - RWWTTP original 6 units placed into service 1995 (28 years)
  - RWWTTP 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.1.1.1 - Meet all applicable Water Quality Regulations



YOURSCVWATER.COM

# 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 RWWTTP	\$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
<b>TOTAL</b>	<b>\$389,540</b>	<b>\$354,800</b>	<b>No bid submitted</b>

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





# Recommendations

- 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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## BOARD MEMORANDUM

**DATE:** March 3, 2023

**TO:** Board of Directors

**FROM:** Keith Abercrombie   
Chief Operations Officer

**SUBJECT:** Approve 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:

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

On March 2, 2023, the Engineering and Operations Committee considered staff's recommendation to approve a resolution awarding contracts for the Pump and Motor Improvements at Wells N7 and N8 Project.

### **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**

The Engineering and Operations Committee recommends that the Board of Directors approve 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

M65

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
AWARDING A CONTRACT TO TEKDRAULICS 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 21, 2023

# Pump and Motor Improvements at Wells N7 and N8

## Regular Board Meeting

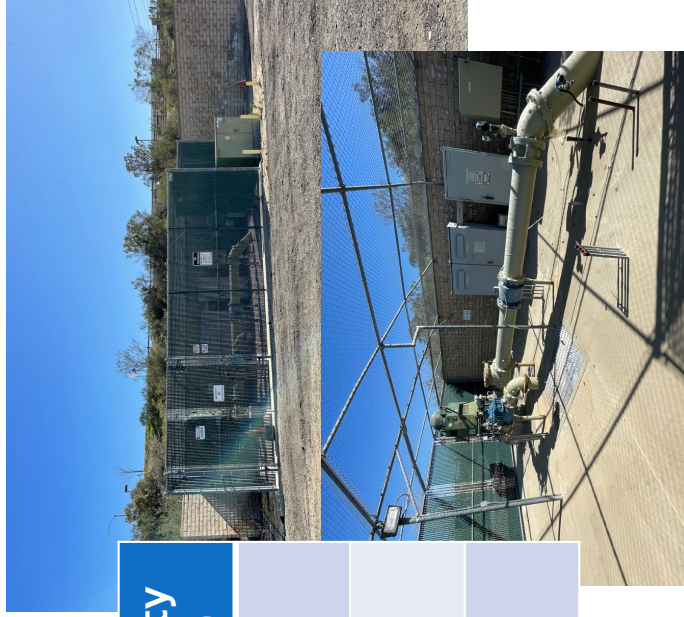
## N Wells Field Treatment Facility

- 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



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## 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

- 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.





## BOARD MEMORANDUM

**DATE:** March 21, 2023

**TO:** Board of Directors

**FROM:** Ali Elhassan *AE*  
Director of Water Resources

**SUBJECT:** Authorize the General Manager to Enter Into an Agreement for the Coordinated Deliveries of State Water Project Water Supplies between United Water Conservation District and SCV Water Agency

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### SUMMARY

SCV Water staff seeks authorization to enter into an agreement to coordinate deliveries of State Water Project (SWP) water supplies between United Water Conservation District (UWCD) and SCV Water for purposes of recharging water into the Upper Santa Clara River Groundwater Basin and the Piru Groundwater Basin (Agreement). This Agreement (attached) is the latest example of SCV Water's and UWCD's desire to advance sound regional watershed wide policy through collaboration. The Agreement would provide coordinated ordering of SWP Article 21 water and other SWP supplies in such a manner that the beneficiary pays associated SWP costs. UWCD board has approved the agreement on March 8, 2023.

### DISCUSSION

Ventura County Watershed Protection District ("Ventura County") has contracted with the State of California's Department of Water Resources ("DWR") for a SWP water supply and holds a Table A amount of 20,000 acre-feet per year and UWCD is allocated 5,000 acre-feet of Ventura County's Table A amount. SCV Water has contracted with DWR for a SWP water supply and holds a Table A amount of 95,200 acre-feet per year. The agencies' service areas overlay adjacent groundwater basins; UWCD overlies the Piru Basin and SCV Water the Upper Santa Clara River Basin. Additionally, UWCD and Newhall County Water District, a predecessor agency to SCV Water, along with DWR and others, are parties to agreements regarding the release of native flood waters from Castaic Reservoir into Castaic Creek. These agreements provide for equitable distribution of native water and UWCD administers these agreements.

Building on past cooperative agreements, including an October 10, 2018 Memorandum of Understanding between SCV Water and UWCD, staff recommends entering into this Agreement. It is patterned after a similar two-year pilot program agreement with UWCD which was never utilized. The objective of the Agreement is to coordinate deliveries of SWP Article 21 and other SWP supplies into Castaic Creek for the purposes of enhancing natural recharge into the Upper Santa Clara River Basin and the Piru Basin. If the water is available at sufficient flow rates, it is anticipated that SCV Water and UWCD will place water orders with the DWR for SWP supplies such that approximately 75% would pass into the UWCD's basins and 25% would remain within SWC Water's basin. The Agreement provides for specific measuring/monitoring procedures to calculate losses and confirm benefits which may be improved and updated based on the actual data collected from the field during releases. Each party would be responsible for paying DWR its share of water released down Castaic Creek.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

The parties agree that the coordination of water deliveries contemplated by the Agreement is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 because it will involve no change in the type of use or expansion of use of either UWCD's or SCVWA's existing infrastructure facilities. Rather, the coordinated water deliveries will involve the exercising of UWCD and SCVWA's existing contracted right to water provided by the SWP. The actions under this Agreement consist merely of the continued operation of UWCD's and SCVWA's existing facilities, and the parties agree that, based on their review, none of the exceptions to the use of CEQA exemptions set forth in CEQA Guidelines section 15300.2 apply to the actions approved in this Agreement.

On March 8, 2023, the Water Resources and Watershed Committee considered staff's recommendation to authorize the General Manager to enter into an Agreement for the coordinated deliveries of State Water Project Water Supplies between United Water Conservation District and SCV Water Agency.

## **STRATEGIC PLAN NEXUS**

A.3.2 - Maintain strong working relationships with local agencies (water agencies, special districts, city, and local governments)

C.2.1 - Ensure that SCV Water has full access to water supplies available to it under its SWP contract and other water supply agreements that rely on SWP conveyance to meet customer water demands and store water for reliability enhancement and dry year use

C.3 – Advance the integrated management of water resources

C.3.5 – Coordinate and analyze performance of water banking and exchange programs, local groundwater production and water conservation measures

## **FINANCIAL CONSIDERATIONS**

Each party would cover SWP cost in such a manner that the beneficiary pays, currently modeled at 25% SCV Water and 75% UWCD.

## **RECOMMENDATION**

The Water Resources and Watershed Committee recommends that the Board of Directors authorize the General Manager to enter into an agreement with United Water Conservation District to coordinate deliveries of State Water Project water supplies.

Attachment

M65



**AGREEMENT  
FOR THE COORDINATED DELIVERIES OF  
STATE WATER PROJECT WATER SUPPLIES BETWEEN  
UNITED WATER CONSERVATION DISTRICT  
AND  
SANTA CLARITA VALLEY WATER AGENCY**

This water delivery coordination agreement ("Agreement") is made and entered into on \_\_\_\_\_, by and between United Water Conservation District ("UWCD") and Santa Clarita Valley Water Agency ("SCVWA"). UWCD and SCVWA may be referred to individually as a "party" and collectively as "the parties."

**RECITALS**

- A.** Ventura County Watershed Protection District ("Ventura County") has contracted with the State of California's Department of Water Resources ("DWR") for a State Water Project ("SWP") water supply and holds a Table A amount of 20,000 acre-feet per year. UWCD is allocated 5,000 acre-feet of Ventura County's Table A amount, and Ventura County has assigned administration of the Ventura County contract to the Casitas Municipal Water District; and
- B.** SCVWA has contracted with DWR for a SWP water supply and holds a Table A amount of 95,200 acre-feet per year; and
- C.** SCVWA and UWCD overlie adjoining groundwater basins located along the Santa Clara River; and
- D.** SCVWA and UWCD desire to coordinate and enhance the water supply reliability of their service areas and recognize that artificially recharging groundwater aquifers with supplemental water is an established method of enhancing regional water supply reliability; and
- E.** SCVWA and UWCD desire to coordinate delivery of some of their respective SWP water supplies from DWR for delivery into Castaic Creek; where each party will pay its portion of the benefit received from such water.
- F.** SCVWA desires to use Article 21 or potentially Table A or other SWP water to recharge the Upper Santa Clara River Groundwater Basin (Upper Basin); and
- G.** UWCD desires to use Article 21 or potentially Table A or other SWP water to recharge the Piru, Fillmore and other downstream Groundwater Basins (collectively Downstream Basins); and
- H.** SCVWA and UWCD desire to facilitate future water exchanges and transfers that would benefit both the Upper Basin and Downstream Basins, with such exchanges and transfers negotiated through separate agreements; and

- I. UWCD and Newhall County Water District, a predecessor agency to SCVWA, along with DWR, the County of Los Angeles and Newhall Land and Farming Company have entered into agreements regarding the release of native flood waters from Castaic Reservoir into Castaic Creek ("Native Water Agreement"). This Agreement is separate and distinct from the Native Water Agreement; and
- J. UWCD and SCVWA have determined that the delivery of SWP water provided for in this Agreement will involve no change in the type of use or expansion of use of either UWCD or SCVWA's existing facilities and is thus exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 of the State CEQA Guidelines.

Now, therefore, incorporating the foregoing recitals herein, the parties agree to the coordinated delivery of their SWP water with the following terms and conditions:

1. **Definitions of Release Water:**
  - a. **State Water Project (SWP) Release Water:** SWP water supplies that the Parties desire to release to Castaic Creek for beneficial uses within their service areas and scheduled as described in this agreement.
  - b. **Additional Coordinated Water Supplies:** Water other than SWP Release Water for which the parties desire to coordinate releases to Castaic Creek. Such supplies may be acquired jointly or solely by the parties with such deliveries scheduled as described in this agreement.
2. **Term:** The term of this Agreement shall commence on \_\_\_\_\_, ("Effective Date") and shall terminate ten (10) years from the Effective Date unless renewed by mutual consent of the parties.
3. **Water Deliveries to Castaic Creek**
  - a. **Desired amount of SWP Release Water and Additional Coordinated Water Supplies:** SCVWA and UWCD desire to annually release on the order of 15,000 AF of SWP Release Water and/or Additional Coordinated Water Supplies. The actual amount will be agreed upon by both parties depending on hydrologic conditions and what type and quantity of release water is available. Neither SCVWA nor UWCD is committing in this Agreement to a certain amount of water to be released absent a subsequent written agreement on an amount, which may be done by letter signed by both parties General Manager.
  - b. **Point of delivery:** The point of delivery of SCVWA's and UWCD's water under this agreement shall be made into the recreation lagoon at Reach 30 (Castaic Lake).
4. **Scheduling of SWP Release Water and Additional Coordinated Water Supplies:** SCVWA and UWCD will endeavor to schedule the release of water in a manner to achieve an objective of 25% of the release benefitting SCVWA and 75% of the release benefitting UWCD. To achieve this objective, the timing of the release will be adjusted, and the proposed flow rate will be adjusted as necessary throughout the release to meet the intended distribution of

groundwater recharge. Each party will be responsible for the purchase of the actual amount of water that benefits their respective basins, and their proportion of water lost to evapotranspiration (ET) and to the lagoon. The distribution of flow and groundwater recharge will be determined in accordance with the attached monitoring plan (Appendix A). Parties may revise the above-mentioned percentage objective upon written consent of the parties.

Releases to Castaic Creek performed per this Agreement shall not take place at the same time that native storm water is being released to Castaic Creek by DWR, unless agreed to in writing by the parties of the Native Water Agreement.

The parties agree to coordinate with Newhall Land & Farming, prior to a release to ensure that Newhall Land & Farming's river crossings are not adversely impacted.

- a. **Quantification of Water Released to Castaic Creek:** SWP Releases and Additional Coordinated Water Supplies under this Agreement shall be delivered to Reach 30 (Castaic Lagoon) and will initially fill the Castaic Recreation Lagoon if it is not full, recharge the Upper Santa Clara River Groundwater Basin (underlying Castaic Creek and the Santa Clara River) and flow as surface water past the Los Angeles County/Ventura County Line into the Piru Groundwater Basin. Additionally, a portion of Castaic Releases being conveyed through Castaic Creek will evaporate or be used by riparian vegetation. The forgoing losses shall be assigned to the parties based on the proportion of the water received by each. Because it is not practical to repeatedly measure evaporation and riparian uptake with great accuracy, it will be assumed that evaporation will be two acre-feet per day (the parties may undertake studies to refine the assumed evaporation amount).

Further, a portion of the release that percolate as recharge in the Upper Santa Clara River Groundwater Basin will later flow as underflow into the Piru Groundwater Basin. For the purposes of this Agreement, this is assumed to be 5% of the amount recharged into the Upper Santa Clara River Groundwater Basin (the parties may undertake studies to refine the inter-basin groundwater conveyance amount.) A sample calculation quantifying the distribution of benefits and losses between the parties is shown below:

Example:

- Total released at Reach 30: 10,000 AF
- Assume a 50-day release of 200 AF/day (100 cfs)
- Total measured surface flow released to the Piru Basin: 7,000 AF (see Appendix A for methodology)
- Total volume to fill Lagoon: 500 AF (50/50 split)
- Total release for evaporation/transpiration calculation: Total days released to creek = 9,500 AF at 100 cfs = 48 Days. Total ET volume = 48 days X 2 AF/day = 96 AF
- Additional 5% of underflow from upstream basins =  $(10,000 - (7,000 - 500 - 96)) \times 0.05 = 120.2$  AF

Total flow to UWCD:

(7,000 AF measured into Piru Basin)

Evaporation Calculation =  $(7,000 / 9,500) \times (96 \text{ AF}) = 70.7 \text{ AF}$

Lagoon Volume =  $500 \text{ AF} / 2 = 250 \text{ AF}$

Underflow Benefit = 120.2 AF

Total =  $7,000 + 70.7 + 250 \text{ AF} + 120.2 = 7,440.9 \text{ AF}$

Total flow to SCVWA:

Lagoon Volume =  $500 \text{ AF} / 2 = 250 \text{ AF}$

Evaporation Calculation =  $96 - 70.7 = 25.3 \text{ AF}$

Calculated Percolation =  $10,000 - 7000 - 500 - 96 = 2,404 \text{ AF}$

Basin Underflow Loss = 120.2 AF

Total =  $2,404 + 25.3 + 250 - 120.2 = 2,559.1 \text{ AF}$

In this example UWCD would be responsible for the purchase of 7,440.9 AF of SWP water and SCVWA would be responsible for the purchase of 2,559.1 AF of SWP water.

- b. Every fifth year of the agreement the parties will undertake a with and without analysis based on numeric modeling to determine if further refinement to the quantification is necessary to the underflow leaving the upper basin. Any refinements would need to be mutually agreed upon.
5. **Cost:** To the extent that the parties coordinate and deliver water under this Agreement, the parties shall each pay all costs associated with its water deliveries. The Parties shall coordinate any necessary corrections to DWR water delivery schedules so that the actual distribution of water quantities under this agreement are reflected in the payments. If DWR is unable or unwilling to make such adjustments, the party receiving a greater than billed quantity shall pay the other party for the SWP Variable Operation, Maintenance and Replacement costs for the additional water it received and the proportionate share of other acquisition if any. Additional cost will be incurred for the monitoring program described in the monitoring plan. Costs incurred in the monitoring of the flows will be distributed between the parties on an equal 50/50 basis.
6. Water acquired separately by the parties which they are unable to, or otherwise do not desire to coordinate releases to Castaic Creek are not subject to this agreement (“Non-Coordinated Water Supplies”). Parties may, in their sole discretion, determine rates and quantities for their own independent releases to Castaic Creek. If any party releases Non-Coordinated Water Supplies into Castaic Creek, then such party is responsible for the costs associated with payment for all such water released, regardless of the distribution of flows benefitting downstream basins. The parties agree that any releases of Non-Coordinated Water Supplies shall not interfere with SWP Releases or Additional Coordinated Water Supplies releases.
7. **Miscellaneous Provisions**

  - a. **Approvals:** The parties will cooperate and exercise best efforts to assist one another

in obtaining any approvals which are necessary to effect deliveries of SWP water under this agreement. UWCD shall submit requests to Casitas Municipal Water District for the Ventura County contract to schedule deliveries in accordance with this agreement.

- b. Other Costs:** This Agreement identifies the total costs of the water delivered under the terms of this Agreement. Neither party is responsible to the other for any costs other than those identified herein.
- c. CEQA:** The parties agree that the coordination of water deliveries contemplated by the Agreement is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 because it will involve no change in the type of use or expansion of use of either UWCD's or SCVWA's existing infrastructure facilities. Rather, the coordinated water deliveries will involve the exercising of UWCD and SCVWA's existing contracted right to water provided by the SWP. The actions under this Agreement consist merely of the continued operation of UWCD's and SCVWA's existing facilities, and the parties agree that, based on their review, none of the exceptions to the use of CEQA exemptions set forth in CEQA Guidelines section 15300.2 apply to the actions approved in this Agreement.
- d. Liability:** Neither party hereunder shall be liable to the other party, nor subject to any claim, demand, causes of action, costs, expenses, loss, or damage or injury of any kind or any nature whatsoever in connection with the control, handling, use, disposal, or distribution of water supplied to the other party after such water has been delivered to the other party or its designee.
- e. Notices, Confirmation and Communication:** Notices, confirmation and communication shall be in the form of emails, followed by written notice delivered personally or by U.S. mail or facsimile, and effective on the date of the first received to the following:

United Water Conservation District  
Attn: Mauricio Guardado, General Manager  
1701 N. Lombard Street, Suite 200  
Oxnard, CA 93030 | Telephone: (805) 525-4431  
Facsimile: 805-525-2661  
Email: mauriciog@unitedwater.org

Santa Clarita Valley Water Agency  
Attn: Matthew Stone, General Manager  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350 | Telephone: (661) 297-1600  
Facsimile: 661-297-1610  
Email: mstone@scvwa.org

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

United Water Conservation District

Santa Clarita Valley Water Agency

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Mauricio E. Guardado, Jr.  
General Manager

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Matthew G. Stone  
General Manager

Attachment:  
Appendix A – Monitoring Plan for the Coordinated Deliveries of SWP between UWCD  
and SCVWA

DRAFT

## Appendix A – Monitoring Plan for the Coordinated Deliveries of State Water Project Water Supplies Between United Water Conservation District and Santa Clarita Valley Water Agency

This monitoring plan provides the methodology to determine the allocation of State Water Project water released from Castaic Lake in accordance with the agreement between Santa Clara Valley Water Agency (SCVWA) and United Water Conservation District (United). It is assumed that released water that flows past the USGS Station 11109000 ("Santa Clara River near Piru") will reflect the purchased water that benefits the groundwater basins that United overlies, and the water that percolates upstream of this USGS Station benefits the basins that SCVWA overlies. The gaging station is located on the Santa Clara River approximately 2.6 miles west of the Santa Clarita Valley East basin-Piru basin boundary. It is 2.7 miles west of the Ventura-Los Angeles County line. The gage is located within SCVWA's boundaries and 0.25 miles east of United's district boundaries. Released water that does not pass the gage is either percolated in the upstream groundwater basin, used to fill the Castaic Lake lagoon, or lost as evapotranspiration. This document describes the methodologies used to determine the benefit each agency receives from a release event.

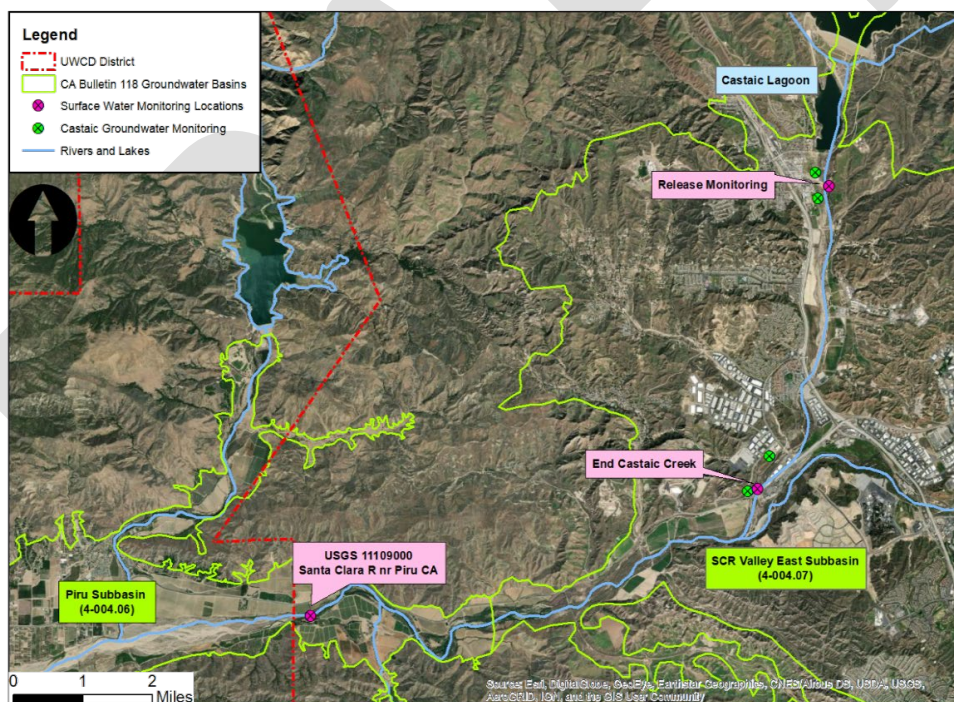


Figure 1. Streamflow monitoring points

It may be necessary to adjust release rates during a release event to meet the mutually agreed upon distribution of benefit between groundwater basins. The flow monitoring proposed in this document is intended to provide the information necessary to achieve this goal.

When possible, releases will be designed with a gradual ramp-up and ramp-down of flows within Castaic Creek. If the lagoon is not full when the release commences, lagoon stage will be monitored to determine how much water was required to fill the lagoon. Release monitoring will determine when the lagoon has filled, and flows start discharging to Castaic Creek. The total volume of water released from Castaic Lake before the lagoon starts to spill will be recorded, as the volume to fill the lagoon is an element in the agreement. If needed and if possible, a pressure transducer will be installed in the lagoon to limit the need for frequent field observations at this location.



Figure 2. Potential well sites for monitoring

Flows in Castaic Creek will be monitored to address two objectives. The first objective is to determine the amount of water each party receives as recharge or flow to their respective basins. The second objective is to gain additional information on the surface water-groundwater relationships in the project area to help inform future operations and agreements.

In order to determine how much each party benefits from the release, stream discharge measurement will be conducted at two locations. Figure 1 shows the discharge measurements locations during the releases to Castaic Creek. The point labeled "release monitoring point" just downstream of Lake Hughes Road will be the point to verify the amount of water being released from Reach 30 to Castaic Creek. A measurement at this point will be conducted within the first two days of the release when the lagoon has filled, and flow is discharging to Castaic Creek. If the measured flow matches the reported release flow from DWR, then no additional flow measurements will be needed at this location, unless there is a substantial change in the rate of the release or if reported flows for the release appear to be incorrect based on other downstream measurements.



The second monitoring point will be at the existing USGS gage 11109000 (Santa Clara River near Piru CA). This station is at the Las Brisas Bridge downstream of the Ventura County Line. During low flows, the USGS measures flows for rating adjustment on a monthly basis. Due to sandy channel conditions, the rating for this gage requires frequent corrections, even during low flow conditions. In order to obtain the level of accuracy needed to determine the distribution of flows in the agreement, flows will be measured at this gage on an as needed basis. It is expected that at least two measurements per week will be performed on both the ascending and descending limb of the release. Base flows in the Santa Clara River are assumed to be stable and will be estimated from recorded flows in the weeks preceding and following the release. Additional measurements may be needed if the release coincides with a storm that increases flows in the Santa Clara River. Once flows are stable, measurements can occur on a less-frequent basis if the increase in flows is tracking well with the USGS gaging station. If allowed, flows measured by the Agencies will be submitted to the USGS for rating its gage.

The second component of the monitoring program is designed to gain information on the surface water-groundwater interaction in the reach of Castaic Creek below Castaic Lagoon and above the confluence with the Santa Clara River, as groundwater elevations along this reach may influence percolation rates. This program will include the monitoring of groundwater elevations in the aquifer underlying Castaic Creek and measuring percolation in the stream reach above. Pressure transducers will be installed, or manual water levels measurements will be collected at key wells within the basin on a frequent basis throughout the release of water. The key wells proposed for monitoring are shown in Figure 2. The recommended number of wells for monitoring is at least four.

In addition to the flow measurements at Castaic Lagoon and Las Brisas Bridge described above, an additional location for stream flow measurement will be near the Highway 126 Bridge over Castaic Creek. This section of creek is located about 0.5 miles upstream of a perennial reach of the Santa Clara River. The flows monitored at this point are expected to correspond with the increase in flows at the USGS gage on the Santa Clara River, less base flow in the river. If the flows monitored at this point are accurately reflected in the flow monitoring at the USGS gage, this monitoring point may be discontinued until the end of the release. In the downstream groundwater basins, base flows usually increase after a release of water from a source upstream. These base flows are often generated by subsurface discharge from the up-gradient groundwater basin. If an increase in discharge is observed after the release, then these flows will be monitored as potential delayed discharge of released water to the downgradient basins. This information will inform future agreements on the subsurface discharge to each basin, and the length of time monitoring will continue following the end of the release.

The data gathered by the actions proposed in this monitoring plan will be summarized in a brief report that will present the data obtained from the monitoring actions and the calculations for the distribution of flows. Additional digital data may be archived for both Agencies, such as the continuous flow measurements from the USGS station and the pressure transducers and manual water level measurements in the study area. This report shall be generated no less than one month after the release has ended and influence of the release is no longer observed in base flows of the Santa Clara River downstream of Castaic Creek.

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## BOARD MEMORANDUM

**DATE:** March 3, 2023  
**TO:** Board of Directors  
**FROM:** Courtney Mael, P.E. *CM*  
Chief Engineer  
**SUBJECT:** Approve (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

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### 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.

On March 2, 2023 the Engineering and Operations Committee considered staff's recommendation to approve (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.

## **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**

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

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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.



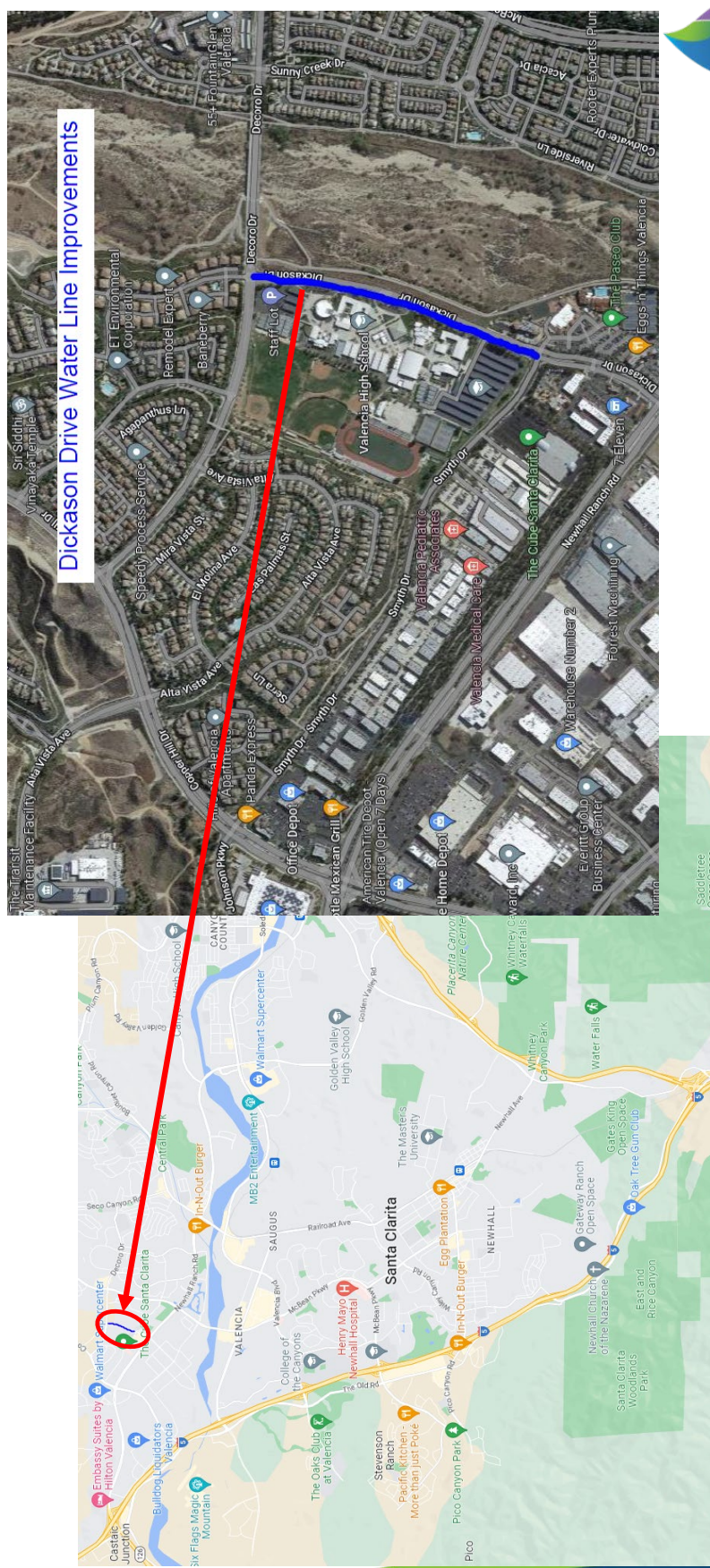


March 21, 2023

# Dickason Drive Water Line Improvements Project

**Board 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

### 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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## BOARD MEMORANDUM

**DATE:** March 3, 2023  
**TO:** Board of Directors  
**FROM:** Courtney Mael, P.E., Chief Engineer *CM*  
Keith Abercrombie, Chief Operating Officer *KA*  
**SUBJECT:** March 2, 2023 Engineering and Operations Committee Meeting Recap Report

---

The Engineering and Operations Committee met at 5:30 PM on Thursday, March 2, 2023 in the Summit Circle Engineering Services Section Boardroom located at 26521 Summit Circle. In attendance were Committee Chair William Cooper and Directors Gary Martin, Piotr Orzechowski and Kenneth Petersen. Staff members present were Assistant General Manager Steve Cole; Chief Engineer Courtney Mael; Chief Operating Officer Keith Abercrombie; Director of Operations & Maintenance Mike Alvord; General Manager Matthew Stone; Engineer Yoganathan Thierumaran; Executive Assistants Elizabeth Adler and Leticia Quintero; Principal Engineer Jason Yim; Right of Way Agent Kristina Jacob; Senior Engineer Orlando Moreno; Water Systems Supervisor James Saenz; Water Treatment Manager Rafael Pulido and additional SCV Water Agency staff. General Counsel and three members of the public were present. A copy of the agenda is attached.

**Item 1: Pledge of Allegiance** – Chairman Martin led the Committee in the Pledge of Allegiance.

**Item 2: Public Comments** – There was no public comment.

**Item 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** – The Committee, General Counsel and staff discussed in great depth the need for real property rights to be addressed and the proposed agreement and easement language. The Committee recommended the item be placed on the Consent Calendar at the March 21, 2023 regular Board meeting.

**Item 4: Recommend Approval to Contract for Removal and Replacement of One Filter Media at ESFP and RVWTP** – The Committee and staff briefly discussed the filter media replacement for ESFP and RVWTP. The Committee recommended the item be placed on the Consent Calendar at the March 21, 2023 regular Board meeting.

**Item 5: Recommend Approval of the Replacement of 1,155 meters as part of the AMI Meter Replacement Program** – The Committee and staff discussed the number of bids received, project funding and the average time required for the replacement of the meters. The Committee recommended the item be placed on the Consent Calendar at the March 21, 2023 regular Board meeting.

**Item 6: Recommend Approval of Adopting a Resolution Awarding a Contract for Pump and Motor Improvements at Wells N7 and N8** – The Committee and staff briefly discussed the improvements and disposal of the current pump and motor. The Committee recommended the item be placed on the Consent Calendar and will be presented at the March 21, 2023, regular Board meeting.

**Item 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** – The Committee and staff discussed the project funding, proposed storm drainage system and staff clarified the Committee’s questions on the diesel storage tank and generator size. The Committee recommended the item be placed on the Consent Calendar at the April 4, 2023 regular Board meeting.

**Item 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** – The Committee and staff discussed the number of bids received and the anticipated coordination with the high school to ensure no interruption in service. The Committee recommended a short presentation of the item at the March 21, 2023 regular Board meeting.

**Item 9: Discussion of Staffing Considerations** – The Committee and staff discussed the staffing considerations.

**Item 10: Real Property Activity Report** – Staff and the Committee reviewed the Real Property Activity Report.

**Item 11: Monthly Operations and Production Report** – Staff and the Committee reviewed the Operations and Production Report.

**Item 12: Capital Improvement Projects Construction Status Report** – Staff and the Committee reviewed the Capital Improvement Projects Construction Status Report.

**Item 13: Committee Planning Calendar** – Staff and the Committee reviewed the FY 2022/23 Committee Planning Calendar.

**Item 14: General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities** – Keith Abercrombie shared with the Committee data around the recent rainfall and identified three wells within the Agency’s system that showed a significant increase in water levels.

**Item 15: General Report on Engineering Services Section Activities** – Courtney Mael briefly updated the Committee on the recruitment for an Assistant Engineer and the anticipated delays to Engineering projects and project budgets due to the recent rainfall events.

**Item 16: Adjournment** – The meeting adjourned at 7:50 PM.

The meeting recording is available on the SCV Water Website or by clicking the following link:  
<https://www.yourscvwater.com/sites/default/files/2023-03/March%202%2C%202023%20Engineering%20and%20Operations%20Committee%20Meeting%20Audio.mp3>

CM/KA

Attachment

M65



**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](mailto: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**

<b><u>ITEM</u></b>		<b><u>PAGE</u></b>
1.	<b><u>PLEDGE OF ALLEGIANCE</u></b>	
2.	<b><u>PUBLIC COMMENTS</u></b> – 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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## BOARD MEMORANDUM

**DATE:** March 9, 2023  
**TO:** Board of Directors  
**FROM:** Steve Cole *SC*  
Assistant General Manager  
**SUBJECT:** March 8, 2023 Water Resources and Watershed Committee Meeting Recap Report

---

The Water Resources and Watershed Committee met at 5:30 PM on Wednesday, March 8, 2023 at the Engineering Services Section (ESS) Boardroom located at 26521 Summit Circle, Santa Clarita, CA 91350. In attendance were Committee Chair Piotr Orzechowski, Directors William Cooper, Dirk Marks and Gary Martin. Staff members present were Assistant General Manager Steve Cole, Director of Water Resources Ali Elhassan, Water Resources Planner Rick Vasilopoulos, Executive Assistant Eunie Kang, and Information Technology Technician I Jonathan Thomas. Attending virtually were General Manager Matt Stone, Sustainability Manager Matt Dickens and Water Resources Planner Sarah Fleury and members of the public were present. A copy of the agenda is attached.

**Item 2: Public Comment** – There was no public comment.

**Item 3: Recommend Authorizing the General Manager to Enter into an Agreement for the Coordinated Deliveries of State Water Project Water Supplies between United Water Conservation District and SCV Water Agency** – After review and discussion, the Committee recommended through consensus to move this item forward for consideration by the Board and approval on the consent calendar. This item will be presented in a separate report going to the March 21, 2023 regular Board meeting.

**Item 4: Discussion of Staffing Considerations** – Staff and Committee reviewed staffing needs and benefits of additional staffing for the Water Resources and Sustainability and Conservation groups. No action is requested at this time. Staffing request will be included in the two-year FY 2023/24 and FY 2024/25 budgeting process for consideration of Board approval.

**Item 5: Water Resources Director's Report**

**5.1 Devil's Den Semi-Annual Report** – Rick Vasilopoulos provided a summary of activities at the Devil's Den property during the last six months of 2022. No action is requested at this time.

**5.2 Status of Water Supplies** – Sarah Fleury presented the status of water supplies. Staff and Committee discussed drought classification improvements, statewide snowpack, and SCV precipitation and potential storms on the horizon. The State Water Project allocation increased to 35%.

**5.3 Staff Activities** – Ali Elhassan provided a summary of staff activities.

- Ongoing collaboration meetings with United Water Conservation District.
- Summary of the SCV-GSA regular Board meeting held on March 6, 2023.

**Item 6: Sustainability Manager’s Report**

**6.1 Presentation of Conservation Long-Term Framework – AB 1668 and SB 606 –**

Matt Dickens presented an overview of AB 1668 and SB 606. Staff and Committee reviewed and discussed its framework methodologies, current conservation and water use efficiency strategies and planned transition activities.

**Item 7: Committee Planning Calendar** – Staff and the Committee reviewed the Planning Calendar.

**Item 8: Adjournment** – The meeting adjourned at 7:45 PM.

The meeting recording is available on the SCV Water Agency website or by clicking the following link:  
<https://www.yourscvwater.com/meetings/committee-meeting-030823>.

Attachment

M65





**Date:** March 1, 2023

**To:** **Water Resources and Watershed Committee**  
Piotr Orzechowski, Chair  
William Cooper  
Dirk Marks  
Gary Martin

**From:** Steve Cole, Assistant General Manager *SC*

The **Water Resources and Watershed Committee** meeting is scheduled on **Wednesday, March 8, 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: 161 267 6115 or Zoom Webinar by clicking on the link <https://scvwa.zoomgov.com/j/1612676115>**. 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.

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Members of the public unable to attend this meeting may submit comments either in writing to [ekang@scvwa.org](mailto:ekang@scvwa.org) or by mail to Eunie Kang, Executive Assistant, Santa Clarita Valley Water Agency, 26501 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

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3. * Recommend Authorizing the General Manager to Enter into an Agreement for the Coordinated Deliveries of State Water Project Water Supplies between United Water Conservation District and SCV Water Agency	1
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6. Sustainability Manager’s Report	
6.1 Presentation of Conservation Long-Term Framework – AB 1668 and SB 606	
7. * Committee Planning Calendar	19
8. Adjournment	
* Indicates Attachment	
◆ Indicates Handout	

### NOTICES:

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Mar 1, 2023

Page 3 of 3

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 March 1, 2023

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Director AB 1234 Report  
March 1, 2023

Director name: Dirk Marks  
Meeting attended: Urban Water Institute Spring Conference  
Date of Meeting: February 22-24, 2023  
Location Palm Springs CA  
SCV Water Board Meeting to be presented at: March 20, 2023

On February 22, 23 and 24, I attended the Urban Water Institute's Spring Conference. The Focus of the conference was to lay out challenges facing California providing reliable water supplies and to identify changes that could be instituted to facilitate solutions.

For the opening session of the conference, Alex Tardy, NOAA Meteorologist, noted that the 2012-2016 drought, when considering temperature, was the worst drought on record. He also reminded participants that forecasting the severity and length of droughts remains challenging. Weather models only gave the West Coast a 40 percent chance of normal precipitation for the 2022-23 wet season, and yet a series of 20 atmospheric rivers provided California a year worth of rain in one month.

Craig Miller, GM of Western Water discussed the need for defined metrics to implement the Governors Water Reliability Initiative and that SB 366 may be a vehicle to accomplish this in the upcoming legislative year.

Devin Upadhyay, AGM of MWDSC, sounded a more optimistic tone noting that there is a large potential for meeting needs through water transfers and exchanges. He also believes that large investments in real time fisheries monitoring could support greater regulatory flexibility in the Delta.

Dave Peterson, GM of Los Vergeis MWD noted in times of severe shortage there are limits as to the amount of conservation achievable through voluntary measures and pricing incentives. In their relatively affluent community, his agency had to resort to flow restriction devices in some cases.

Dr. Mark Gold, UCLA, pointed to data that shows a faster than anticipated climate change and expressed concern that the poor communities and the environment must not be left behind as solutions are sought.

John Ruetten, President of Resource *Trends*, questioned if the size of recent State bond initiatives are adequate given the potential impact on California Economy (i.e. 5<sup>th</sup> largest economy in the world). He suggested that 25-35 MAF of new surface and groundwater storage is needed in California to provide for just two years of drought storage. Further, an investment of 200 billion over the next 20 years would not be unreasonable given that this represents about 0.3% of the States GDP.

The second session focused on means to convince the business community to support infrastructure investment. Themes included focus on the value of water supply reliability as well as engaging multiple stakeholders on the value vs cost of reliable water supplies. This last drought will cause major California employers to ask if their water supply is reliable enough to continue with expansion plans in California. Agricultural employers anticipate a shrinking of their labor force as over a million acres of farmland will have to be fallowed to comply with the Sustainable Groundwater Management Act. Some presenters believe that Governors' water resiliency initiative, while setting general goals needs to be supplemented with specific projects and programs.

Also of note was a graphic that related the relationship between homeless and the medium cost for housing. It showed that California had both the highest medium housing costs as well as the highest homelessness rates. Additionally, major California metropolitan areas were among the lowest in terms of new housing starts per 100,000 residents.

The second day of the conference covered a variety of topics including a Colorado River Update, an update from MWDSC's Board Chair, a look at the impacts of reduced water supplies on food production in the San Joaquin Valley, a review of how some urban water users are bolstering reliability, as well as a session addressing communication challenges. Some highlights are discussed below:

William Hassencamp, MWDSC, provided a Colorado River Update. The imposition of Colorado River shortages is likely. He expressed concern with the proposal floated by the other basin states that would result in California receiving a 700 TAF reduction from its 4.4 MAF allocation. Their proposal is inconsistent with the Colorado River compact and other agreements and precedents which make up the law of the river. Further, much of the press coverage has inaccurately reported California's position.

Adan Ortega's, MWDSC Board Chair, presentation focused on successes, missteps and opportunities. He noted declines in water demands, good will investments that have provided very little return and the challenges of accelerating climate change. He noted Bay-Delta challenges. Additionally, he sees the willingness of consumers to spend a thousand times more for retail water a real indicator of a lack of public trust in water providers. Further, he sees the human right to water as a climate change problem particularly in the San Joaquin Valley.

The "Bridging the Current Beat" panel provided agricultural perspective on challenges and opportunities. Eric Sapirstein, noted that with divided government in Washington DC the Farm Bill, which is one of the few must pass piece of legislation this year, represents one of the few legislative vehicles to facilitate water solutions. Geoff Vanden Heuval provided interesting facts about the California dairy farming, including the doubling of alpha cost and a projection that a 10% decline in dairy herds will occur by 2040. He also mentioned the San Joaquin Valley Water Blueprint which calls for additional "fish friendly" Delta Diversions coupled with additional wet year storage projects.

The “Changing the Beat” panel highlighted plans that increase water supplies. This included an informative presentation on the Doheny ocean desal project. This project was justified in part as a reliable alternative to their imported supplies that are subject to a 60-day outage should an earthquake occur on one of the several nearby faults. Additionally, residents supported a \$15/month increase on their water bills for this reliability. Jennifer West discussed recycled water goals including the anticipated 2023 regulations for direct potable reuse.

The third day of the conference included a General Manager Panel along with an Infrastructure LA update and a brain storming session on potential solutions.

Matt Stone participated in the general managers panel and provided a perspective of how our agency’s formation provided a better response when “Mr. Mayhem” came calling with the multiple challenges of groundwater contamination and drought.

Ray Trembley, LACSD, provided background on the Infrastructure LA program that includes a 250 MGD recycled water distribution system along the San Gabriel River as well as a second City of Los Angeles system that would reach from its Hyperion Plant to the San Fernando Valley.

The brain storming session was quite informative. Peer Swan provided a perspective that California needs to get back to thinking outside of the box. He noted that the value of land in the Imperial Valley was about 18,000 per acre. At this price fallowing land would result in about \$180/AF water.