



SCV
WATER

ENGINEERING AND OPERATIONS COMMITTEE MEETING

Thursday, July 7, 2022
Meeting Begins at 5:30 PM

Members of the public may attend by the following options:

In Person

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

By Phone

Toll Free:
1-(833)-568-8864
Webinar ID: 160 944 4127

Virtually

Please join the meeting from your
computer, tablet or smartphone:
<https://scvwa.zoomgov.com/j/1609444127>

Have a Public Comment?

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

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

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

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

[This page intentionally left blank.]



Date: June 28, 2022

To: **Engineering and Operations Committee**
William Cooper, Chair
Jeff Ford
Gary Martin
Piotr Orzechowski
Lynne Plambeck

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

The **Engineering and Operations Committee** meeting is scheduled on **Thursday, July 7, 2022 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: 160 944 4127 or Zoom Webinar by clicking on the link <https://scvwa.zoomgov.com/j/1609444127>**. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom Webinar link above. However, in the event there is a disruption of service which prevents the Agency from broadcasting the meeting to members of the public using either the call-in option or internet-based service, this meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is being provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in person.

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

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

MEETING AGENDA

<u>ITEM</u>		<u>PAGE</u>
1.	<u>PLEDGE OF ALLEGIANCE</u>	
2.	<u>PUBLIC COMMENTS</u> – Members of the public may comment as to items within the subject matter jurisdiction of the Agency that are not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so at the time each item is considered. (Comments may, at the discretion of the Committee Chair, be limited to three minutes for each speaker.)	
3. *	Recommend Approval to Execute Amendment No. 4 to the Ground Lease by and Between the City of Santa Clarita and SCV Water Relative to Central Park	1
4. *	Recommend Approval of a Resolution Authorizing SCV Water to Execute a Quitclaim Deed – Partial Release of Easement to Wal-Mart Real Estate Business Trust and to Designate Authorized Representative	115
5. *	Recommend Approval to Authorize General Manager to Enter into Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency’s Photovoltaic Assets	137
6. *	Recommend Approval of a Resolution Adopting Initial Study-Mitigated Negative Declaration Under the California Environmental Quality Act and a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Final Design Services for the Well 205 Groundwater Treatment Project	155
7. *	Recommend Approval of a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Inspection Planning Services for the Castaic Conduit Pipeline Reaches 3 & 4 Project	175
8. *	Recommend Authorization for the General Manager to Execute a Purchase Order Amendment in the Amount of \$25,000 to Kennedy Jenks for Additional Engineering Services During Construction and a Purchase Order Amendment in the Amount of \$160000 to MNS Engineers for Additional Construction Management and Inspection Services for the Valley Center Well PFAS Groundwater Treatment Project	185
9. *	Recommend Approval of (1) a Resolution for Construction Contract with Pacific Hydrotech Corporation and (2) a Purchase Order to Hazen and Sawyer for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors for Construction Management and Inspection Services for the Santa Clara and Honby Wells PFAS Groundwater Treatment Project	193

- | | | | |
|-----|---|---|-----|
| 10. | * | Recommend Approval of a Resolution Authorizing a Purchase Order to Hazen & Sawyer for Planning Services for the Master Plan Project | 209 |
| 11. | * | Monthly Operations and Production Report | 225 |
| 12. | * | Capital Improvement Projects Construction Status Report | 327 |
| 13. | * | Committee Planning Calendar | 329 |
| 14. | | General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities | |
| 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 June 30, 2022.

MBS

[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 23, 2022

TO: Engineering and Operations Committee

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

SUBJECT: Recommend Approval to Execute Amendment No. 4 to the Ground Lease by and Between the City of Santa Clarita and SCV Water Relative to Central Park

SUMMARY

On January 2, 1997, Castaic Lake Water Agency (predecessor-in-interest to the Santa Clarita Valley Water Agency ("SCV Water") entered into the Ground Lease By and Between the City of Santa Clarita and the Castaic Lake Water Agency ("CLWA" - Predecessor-in-Interest to SCV Water) Relative to Phase 1 of a Proposed Park and Sports Facility Project of the City of Santa Clarita, ("Ground Lease") for the property known as Central Park, located on Los Angeles County Assessor's Number 2849-003-901 (Location Map attached as Exhibit A). The Ground Lease has been amended three times.

A summary of the Ground Lease and subsequent amendments (including the proposed Amendment No. 4) is attached as Exhibit B, and the Ground Lease is attached as Exhibit B1. The following is the sequence of events as it relates to the Ground Lease.

1. Original Ground Lease – January 2, 1997 (attached hereto as Exhibit B1)
2. Amendment No.1 – February 4, 1997 (attached hereto as Exhibit B2)
3. Amendment No. 2 – December 16, 2002 (attached hereto as Exhibit B3)
4. Amendment No. 3 – December 21, 2007 (attached hereto as Exhibit B4)

The current term of the Ground Lease under Amendment No. 3 expires on January 1, 2023. The parties desire to extend the term and to make other changes to update the lease as described below in more detail. The proposed Ground Lease Amendment No. 4 is attached as Exhibit B5. In addition, attached as Exhibit C is map that shows the expanded lease area. Additionally, SCV Water will be entering into a proposed separate license agreement with the City for the construction of an exercise staircase outside of the lease area. The term of this license will be concurrent with the extended term in the proposed Amendment No. 4 term.

DISCUSSION

The proposed Ground Lease Amendment No. 4 includes these key terms:

- Recital D – Identifies the SCV Water as the successor in interest to CLWA.
- Section 1.01 – Expansion of the Lease Area for the Disc Golf Course and the City Yard.
- Section 1.03 – Specifies that the annual meeting as set forth per Amendment No. 3 between the City and SCV Water is now specific to Amendment No. 4.

- Section 2.01 – Extends term to January 1, 2038.
- Section 4.03(M)(2) – Addresses interaction and approvals related to future commercial activities of concessions.
- Section 4.03 (O) – Amends 2010 Trail license to add the Cross Country Trails and references future bike trail project, which will be a separate license agreement in the future (2010 Trail License is attached as Exhibit B6).
- Section 6.02 – City to give notification for maintenance of existing improvements.
- Section 11.03 – City is not permitted to erect additional memorials/commemorative signage.

FINANCIAL CONSIDERATIONS

The rent payment is \$33.33 per year.

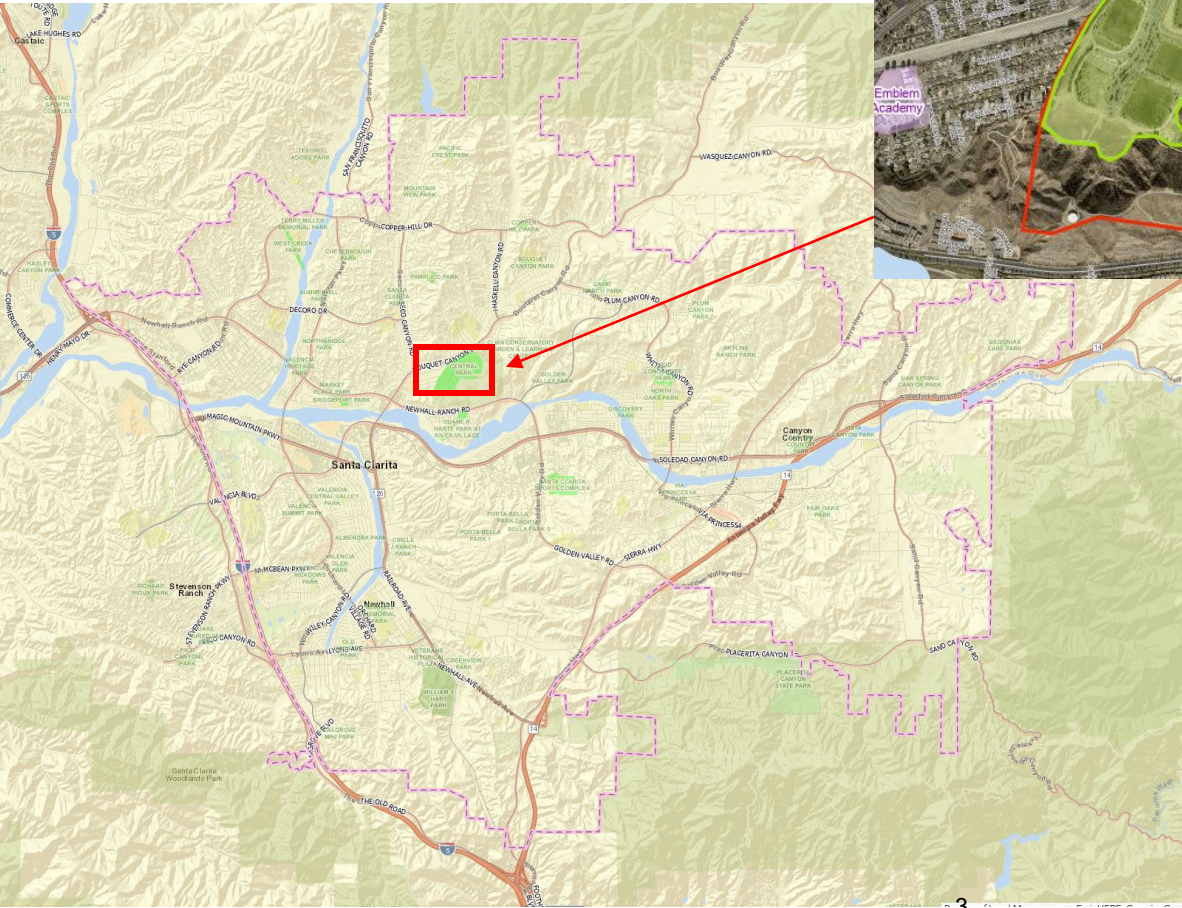
RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors approve Amendment No. 4 to the Ground Lease by and between the City of Santa Clarita and SCV Water relative to Central Park.

Attachments

M65

Exhibit A



[This page intentionally left blank.]

Exhibit B

**GROUND LEASE BY AND
BETWEEN THE CITY OF SANTA CLARITA
AND THE CASTAIC LAKE WATER AGENCY
RELATIVE TO PHASE 1 OF A PROPOSED
PARK AND SPORTS FACILITY PROJECT
OF THE CITY OF SANTA CLARITA
AND AMENDMENT NO. 1 TO LICENSE AGREEMENT**

THIS GROUND LEASE (hereinafter called "Lease") is made in Santa Clarita, California, as of this 2nd day of January 1997 by and between two public agencies, being the Castaic Lake Water Agency (hereinafter called "CLWA") and the City of Santa Clarita (hereinafter called "CITY"), pursuant to facts, understandings and assumptions of CLWA and CITY as follows:

- On or about December 11, 1995, CLWA and CITY entered a Memorandum of Understanding (hereinafter called "MOU") dated December 11, 1995, copy attached as Exhibit "A" hereto, and hereby incorporated herein by this reference.
- The above-referenced MOU contemplated full environmental review of proposed park and sports facility improvements on the entire site, including review of the sewer service master plan and the untreated and/or reclaimed water master plan described in numbered paragraphs 4. and 5. of the MOU.
- The CLWA and CITY are fully committed to fulfilling the promises, terms, and conditions of the MOU in all respects, with the sole exception of providing a ground lease concerning Phase 1 of CITY's park and sports utility project prior to completion of all work described in the MOU. This Phase 1 ground lease shall be subject to numbered paragraph 3. Of the MOU with respect to "Development Costs, Operation and Maintenance," "Water Use and Payments," the "Perimeter Fence," "Utilities and Property Access," "Liability and Insurance," "Joint Recognition," and "Commercial Activity."
- The proposed ground lease for Phase 1 is proposed to consist of approximately thirty-four and 22/100ths (34.22) acres, as described in Exhibit "B" hereto, which acreage shall accommodate (as Phase 1 improvements) only those improvements described in Article 4 of this Lease.
- All provisions, terms and conditions of the ground lease concerning Phase 1 shall be binding upon the parties only until completion of any further lease of the property described in the MOU, or until January 1, 2012, whichever is earlier.
- This ground lease shall be subject to all the surviving terms and conditions of the existing lease between CLWA and R. N. Chesebrough, concerning farming operations within the Phase 1 area to and through December 31, 1996, and to future irrigated farming or dry farming leases CLWA may execute concerning the Phase 1 area prior to CITY's commencement of the construction of the Phase 1

Commented [1]: The Ground Lease was entered on January 2, 1997 (attached hereto as Exhibit B1).

It has been amended three times: February 4, 1997 (Amendment No.1), December 16, 2002 (Amendment No. 2) and December 21, 2007 (Amendment No. 3) (attached hereto as Exhibits B 2-4).

Amendment No. 4 to the Ground Lease is presently being negotiated (attached hereto as Exhibit 5).

Amendment No. 4 also amends the License Agreement dated October 1, 2010 ("Trails License Agreement;" attached hereto as Exhibit 6), and references the Exercise Stairs License that is also being negotiated.

Commented [2]: Amendment No. 4 amends both the Ground Lease and the Trails License Agreement.

Commented [3]: Recital D of Amendment No. 4 identifies the SANTA CLARITA VALLEY WATER AGENCY as the successor in interest to the CASTAIC LAKE WATER AGENCY ("CLWA"). Amendment No. 4 is attached hereto as Exhibit 5.

Commented [4]: The Ground Lease (attached hereto as Exhibit B1).

~ 1 ~

55396.00084\40284236.1

improvements. CITY shall be fully financially responsible for terminating that lease (within the Exhibit "B" area) so as to permit CITY to utilize the Exhibit "B" area, at a cost payable by CITY to the farm operator of not to exceed \$150.00 per acre.

- CITY shall, at its sole expense, budget and commence its process to construct a traffic signal at the current site entrance substantially concurrently with the execution of Phase 1 of this Ground Lease and complete the construction and have the signal operational prior to June 30, 1998. Operation and use of Phase 1 park facilities by or on behalf of CITY and/or the public shall not commence until CITY has installed at its own and sole expense an operation traffic signal at the current site entrance road which connects with Bouquet Canyon Road. The current site entrance road shall be the sole entrance road from Bouquet Canyon Road to the Phase 1 park site.

WITNESSETH

This Lease is subject to all of the terms, covenants and conditions herein contained, and as a material part of the consideration for this Lease, CITY covenants to keep and perform each and every one of said terms, covenants and conditions, including all of the provisions of the seven bulleted recitals to this Ground Lease. The above recitals to this Lease are hereby declared and determined to be terms, covenants, and conditions of this Lease.

ARTICLE 1: LEASE OF PREMISES

~~1.01 Premises: CLWA leases to CITY and CITY hires from CLWA, for the term, at the rental and upon all of the conditions set forth herein, a parcel of land of approximately 34.22 acres shown as Phase 1 on the site plan attached hereto as Exhibit "B" and incorporated herein by this reference. Such real property is hereinafter referred to as the "Premises".~~

Commented [5]: Deleted per Amendment No. 2 (attached hereto as Exhibit B3).

~~1.01 Premises: CLWA leases to CITY and CITY hires from CLWA, for the term, at the rental and upon all of the conditions set forth herein, a parcel of land of approximately 108 acres as described on "EXHIBIT "B", REVISED, Legal Description Central Park Easement", attached hereto and incorporated herein by this reference. Such real property is hereinafter referred to as the "Premises".~~

Commented [6]: Added by Amendment No. 2 (attached hereto as Exhibit B3). To be deleted per Amendment No. 4 (attached hereto as Exhibit B5).

1.01 Premises: Agency leases to City and City hires from Agency, for the term, at the rental and upon all of the conditions set forth herein, a parcel of land of approximately _____ acres as described in EXHIBIT "B", REVISED, Legal Description Central Park Easement," attached hereto as EXHIBIT "B" and incorporated herein by this reference. Such real property is hereafter referred to as the "Premises." The aforementioned EXHIBIT "B" includes a legal description and depiction of the areas of the Premises used or to be used for activities permitted by the Ground Lease and its amendments, including parking areas, storage, recreational and commercial and non-

~~commercial activities, and bike and cross-country trails. There is no EXHIBIT "A" attached to this amendment.~~

Commented [7]: New Section 1.01 to be added per Amendment No. 4 (attached hereto as Exhibit B5).

1.01 Condition of Premises: CITY expressly agrees to lease the Premises in an "as is" condition, and to accept the Premises as they are and subject to all conditions, rights, easements, and improvements, including, but not limited to, any rights in third parties including the above-reference lease between CLWA and R.N. Chesebrough. CITY waives any right or claim against CLWA for any cause directly or indirectly arising out of the condition of the Premises or the improvements thereon on the commencement of this Lease.

CITY assumes the risk of existing storm water drainage patterns on CLWA property in any way adjacent to the Premises and will construct park facilities so that such facilities will not be adversely impacted by the existing storm water drainage patterns.

CITY agrees that this Lease is subject to a reservation by CLWA of the rights to install, replace and maintain underground water pipes and appurtenant facilities within certain areas of land identified and shown on Exhibit "B" as "Water Pipeline Easement Reservation No. 1" and "Water Pipeline Easement Reservation No. 2". A three-inch diameter pipeline and an eight-inch diameter pipeline presently exist within Water Pipeline Easement Reservation No. 1. Water Pipeline Easement Reservation No. 2 is for future underground water pipeline. The location of Water Pipeline Easement Reservation No. 2 will be considered for relocation when the CITY's construction plans for the Premises are available. CITY further agrees that the above-referenced reservation areas may be transferred by CLWA to others.

CLWA affirms that it is unaware of any hazardous materials or waste on the Premises. CITY affirms that, before making any expenditures concerning the Premises, it will at its own and sole expense conduct such studies of the Premises as it deems reasonable and prudent to confirm the absence of hazardous materials or waste on the Premises. If CITY at any time directly or indirectly finds any hazardous materials or waste on the Premises, CITY shall promptly advise CLWA – and shall promptly meet with CLWA officials concerning the CITY's findings. CITY's sole remedy against CLWA, in the event hazardous materials or waste are found on the Premises, is (1) to promptly, at its own and sole expense, and with no direct or indirect charge or cost to CLWA, remove and properly dispose of all hazardous materials or waste then existing on the Premises or (2) to promptly cancel this Ground Lease on the Premises, in which even CLWA's sole obligation to CITY shall be to refund pro-rata all prepaid rent under this Lease.

~~1.02 — In order for the parties to coordinate the use of the park under the Ground Lease, and recognizing that the park is developing and changing, the parties shall meet at least annually to discuss the provisions of this Ground Lease and specifically or this Amendment No. 3. Such meeting shall occur between July 1 and October 1 of each year and shall include the General Manager, the City Manager or designated senior staff representative of each agency. In the event of any dispute between the parties as to the~~

~~interpretation or enforcement of the Ground Lease, the parties shall meet as set out herein to try to resolve their differences.~~

Commented [8]: Added per Amendment No. 3 (attached hereto as Exhibit B4). To be deleted per Amendment No. 4 (attached hereto as Exhibit B5).

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

Commented [9]: New Section 1.03 to be added by Amendment No. 4 (attached hereto as Exhibit B5).

Commented [10]: New Section 1.03 to be added by Amendment No. 4 (attached hereto as Exhibit B5).

1.04 CITY has utilized three areas located on the east end of the Ground Lease, which use encroaches onto property not included within the Ground Lease. The CITY has used areas for Frisbee golf and temporary storage. The parties agree that such use has not given rise to any rights on the part of CITY and has been with the consent of CLWA. From and after the date of this amendment, such use shall be limited to Frisbee golf and temporary use for storage of supplies, equipment, and plant material. CITY explicitly agrees that any such use has been, is and will be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of CLWA. In the event that CLWA needs to utilize this area in the future, CLWA shall provide the CITY with ninety (90) days prior written notice to remove or relocate the temporary use.

Commented [11]: Added per Amendment No. 3 (attached hereto as Exhibit B4).

ARTICLE 2: TERM

~~2.01 **Term:** The term of this Lease shall be for fifteen (15) years, commencing as of the 2nd day of January 1997, and ending at midnight on the 1st day of January 2012, unless modified pursuant to the Lease document contemplated by the MOU. The term of the Lease shall be for twenty (20) years, commencing as of the 2nd day of January, 1997, and ending at midnight on the 1st day of January, 2017, unless modified pursuant to the Lease document contemplated by the MOU. Notwithstanding the foregoing sentence, this Lease shall terminate upon execution by CLWA and CITY of any further Lease of the property described in the MOU, or if CITY violates use restrictions set forth in Article 4 hereof, or otherwise as provided in this Lease.~~

Commented [12]: First sentence deleted per Amendment No. 2 (attached hereto as Exhibit B3).

Commented [13]: Amended first sentence added per Amendment No. 2 (attached hereto as Exhibit B3) and subsequently deleted by Amendment No. 3 (attached hereto as Exhibit B4).

2.01 **Term:** ~~The term of this Lease commenced on January 2, 1997 and, subject to extension or sooner termination as provided below, shall expire at midnight on January 1, 2023. The term of this Lease commenced on January 2, 1997 and, subject to extension or sooner termination as provided below, shall expire at midnight on January 1, 2038.~~ The term of this Lease shall be automatically extended for a period of one year on January 1 of each year, commencing on January 1, 2008, unless before January 1 of any year (i) the CITY has failed or refused to meet with CLWA during the time periods set out in Section 1.03 of this Lease (in which case the term of this Lease shall no longer be subject to further automatic extensions), or (ii) after such meeting, either CLWA or the CITY provides the other with written notice that it is terminating the automatic Lease extension

Commented [14]: Entire Section 2.01 as amended by Amendment 2 deleted by Amendment No. 3 and replaced with a new Section 2.01 (attached hereto as Exhibit B4).

Commented [15]: Added by Amendment No. 3 (attached hereto as Exhibit 4) and to be deleted by Amendment No. 4 (attached hereto as Exhibit B5).

Commented [16]: New term provision to be added by Amendment No. 4 (attached hereto as Exhibit B5).

extension either (1) for the upcoming January 1 only (in which case the term of this Lease shall be subject to further automatic extensions on each January 1 subsequent to the upcoming January 1), or (2) for the remaining term of this Lease (in which case the term of this Lease shall no longer be subject to further automatic extensions). Notwithstanding the provisions of this Section to the contrary, this Lease shall terminate upon execution by CLWA and the CITY of any further lease of the property, or if the CITY violates use restrictions set forth in Article 4 hereof, or otherwise as provided in this Lease.

ARTICLE 3: RENT

3.01 Rent: The rent for said Premises shall be at the rate of: Thirty-Three Dollars and 33 cents (\$33.33) per year for the first fifteen (15) years of the term of this Lease; and thereafter shall be as set forth in the Lease document contemplated by the MOU, if a Lease document is entered by CLWA and CITY.

3.02 Payment of Rent: Payment of rent shall be made by CITY to CLWA, in the amount of \$33.33 per year, in advance, for the initial year's term of the Lease. Thereafter, during the lease term, rent shall be payable as follows: on or before January 2nd of each succeeding year of the Lease term.

3.03 Net Lease: It is the intention of CLWA and CITY that the rent payable hereunder to the CLWA shall be net of taxes, assessments, maintenance, repairs, utilities, insurance premiums, and an and all other costs and expenses. From and after the date on which the rent commences, all costs, expenses, taxes, assessments and obligations of every kind and nature accruing to, imposed upon, or including, but not limited to, those hereinafter expressly stated shall be paid by CITY, except as required to be paid by a farming operator who has leased the Premises or any part thereof from CLWA.

ARTICLE 4: USE OF PREMISES

4.01 Use: CITY shall use the Premises to construct, operate, and maintain a non-commercial public park and sports facility (hereinafter called "park") on the Premises, including parking lots, and two lane, two way, internal circulation park access roads with a pavement width of not more than ~~25 feet~~ 36 feet. CITY shall not use the Premises for any other purposes.

Commented [17]: Replaced 25 feet with the current 36 feet per Amendment No. 1 (attached hereto as Exhibit B2).

4.02 Change of Use: Commencement by the CITY of condemnation proceedings in any way concerning the Premises or of any part thereof or direct or indirect approval by CITY of any non-authorized use of the Premises or any part thereof, including use for a road in any way useful for non-park commuter purposes shall, at the written election of CLWA, entitle CLWA, acting either through its Board of Directors or General Manager, to terminate this Lease as to any portion of the Premises with respect to which the CITY has commenced condemnation proceedings and/or provided direct or indirect approval of a non-authorized use of the Premises, or any part thereof, including specifically the non-authorized Lease use of a road in any way useful for non-park

~ 5 ~

commuter purposes. Commencement by the CITY of condemnation proceedings shall, for purposes of this Lease, include notice by CITY to CLWA or others of any public hearing or of any other notice by CITY to CLWA or others that CITY intends to consider taking by eminent domain all or any portion of the Premises. Notwithstanding any other provision in this Lease, it is agreed that Lease termination, if elected by CLWA, shall be effective upon completion of written notice thereof by CLWA to CITY. (See Section 21.16 hereof.) CITY agrees, within five (5) days thereafter, to execute any and all documents reasonably required by CLWA to confirm termination of the affected portion of this Lease. Any such termination by CLWA shall be presumed to be correct and proper, unless made on a totally arbitrary and capricious basis. CLWA, upon such a termination, shall rebate pro-rata – based on acreage and time – and CITY rents paid. To the maximum extent permitted by law, CITY agrees that the fair market value (1) of any property taken by eminent domain by CITY which constitutes all or part of the Premises or (2) of any property which is owned by CLWA and is in any way adjacent to the Premises and will or could suffer severance or other damage on account of such taking by CITY, shall, in each case, be valued by CITY for appraisal purposes and taken by CITY, if at all, without reference to the burden of this Lease.

4.03 Restriction on CITY's Use: In using the Premises, CITY agrees:

A. Waste: Not to commit or allow to be committed any waste in or upon the Premises.

B. Nuisance: Not to do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent land or injure, or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose. CITY shall not cause, maintain or permit any public or private nuisance in, on, or about the Premises.

C. Advertising: Not to use any advertising medium which may emanate outside of the Premises, such as loud speakers, phonographs, or radio broadcasts without CLWA's prior written consent.

D. Roadway Use: Not to construct or cause to be constructed on the Premises any road having a paved width greater than ~~25 feet~~ 36 feet, not to construct parallel or near parallel two lane roads of any kind on the Premises.

Commented [18]: Replaced 25 feet with the current 36 feet per Amendment No. 1 (attached hereto as Exhibit B2).

E. Spoil Piles: Not to permit to exist or to construct any spoil pile(s) on the Premises.

F. Grading: Not to change the existing grade of the Premises except to create sports fields, parking lots, and internal access roads having a width of not more than ~~25 feet~~ 36 feet, and not to create any road pad which is not promptly utilized as a paved internal circulation park access road.

Commented [19]: Replaced 25 feet with the current 36 feet per Amendment No. 1 (attached hereto as Exhibit B2).

~~G. Parking Lots: Not to construct any parking lot having, in the judgment of CLWA, the configuration of a road, not to convert any parking lot, once constructed, into a road. (Parking lots which are long and narrow shall be presumed to have the configuration of a road.)~~

Commented [20]: Deleted per Amendment No. 3 (attached hereto as Exhibit B4).

G. Use of Parking Areas: CITY is not to construct any parking lot having, in the judgment of CLWA, the configuration of a road, nor to convert any parking lot, once constructed, into a road. (Parking lots which are long and narrow shall be presumed to have the configuration of a road.) From and after the date of this Amendment No. 3 to the Ground Lease, CITY shall use the parking areas and physically may expand such parking areas consistent with the intent of the Master Plan and as set forth in Exhibit A. CITY may intensify the use of such parking areas to serve the existing and proposed activity center and shall continue to utilize them only for (1) guest vehicles; (2) vehicles belonging to park staff; or (3) for parking and storage of CITY park maintenance vehicles adjacent to the maintenance facility. There will be no on-site fueling or maintenance of such vehicles and no inoperative vehicles. To the extent that CLWA becomes concerned that such use either impacts on its security or use of its property, or interferes with the function as a park, CLWA will raise such issues for resolution at the meeting set out in Section 1.03 above.

Commented [21]: Added per Amendment No. 3 (attached hereto as Exhibit B4).

H. Elevation Restriction: Not to construct any or improvement on the Premises which exceeds one hundred (100) feet in height.

I. Development Costs, Operation and Maintenance: CITY shall pay all development, operation and maintenance costs associated with the park and sports facilities. Detailed site development plans for each Phase of site improvements shall be submitted to CLWA a minimum of three (3) months prior to construction to permit CLWA to verify compatibility with its facilities. Such improvements shall not be constructed until such verification is received from CLWA, which verification shall not be unreasonably withheld.

Commented [22]: Subsections I through N added by Amendment No. 3 (attached hereto as Exhibit B4).

J. Water Use and Payment: CLWA shall have exclusive groundwater extraction rights on the site. CITY shall purchase water for use on the site from the appropriate authorized retail purveyor, and shall pay CLWA all facility capacity (connection) fees of CLWA at the time of development of each phase of site improvements. The CITY will continue to design and construct future phases of the park to allow for maximum possible use of recycled water when available and in compliance with any and all applicable city, county and state recycled water and conservation requirements.

K. Perimeter Fence: CITY at its sole expense shall add perimeter fencing to CLWA's reasonable specifications when future phases of the park are developed and shall provide monitors and/or security personnel as necessary to protect CLWA's property and operations during City or City-sponsored activities which may occur outside the fenced area or on CITY property adjacent to unfenced CLWA property.

L. Utilities and Property Access/Security: All utilities are to be underground. CLWA reserves any and all rights of way or other property interests needed for the benefit of its property for its operations.

On or before December 31, 2010, CITY and CLWA shall discuss the issue of non-vehicular access from Newhall Ranch Road to the park, if any, and, if access is to be granted, shall agree on a method to be implemented by CITY to manage and control such access. The agreement shall include the CITY's commitment to security measures reasonably acceptable to CLWA to be implemented and maintained by CITY at its sole expense. No access shall be granted until appropriate security measures acceptable to CLWA are in place.

In addition, and with the approval of CLWA, CITY shall provide and maintain appropriate traffic control devices and signage to direct those exiting the park to stop and yield to those turning onto the CLWA access road.

M. Commercial Activity: Notwithstanding any other provision of this Ground Lease, and consistent with the provisions of the MOU, commercial activity is not to be permitted on the site, except as mutually agreed in advance by CITY and CLWA as being compatible with and incidental to park and sports facility purposes.

1. Existing Commercial Uses: As of the date of this Amendment No. 3, the following commercial uses exist on the site which uses were not agreed upon in advance by CLWA.

Lamppost Pizza.

Notwithstanding, CLWA consents to this use only at the level and size as of the date of this Amendment No. 3.

2. Future Commercial Uses: ~~In the future, the CITY may consider commercial activities related to park uses by third-party private concessionaires. Because of the varying nature of each of these activities, CITY shall meet with CLWA in advance of approving such commercial activity to determine what conditions, if any, are necessary in relation to such activity and what percentage of receipts, if any, shall be owing to CLWA. Such approval by CLWA shall be on a case-by-case basis and shall not be unreasonably conditioned or withheld. Any use carried out without prior consent shall be considered a violation of this Lease. Because of the varying nature of commercial activities relating to park uses by third-party private concessionaires, City shall meet with the Agency in advance of approving and/or undertaking such commercial activities on the Premises to determine what conditions, if any, are necessary in relation to such activities and what percentage of receipts, if any, shall be paid to the Agency. Such approval by the~~

Commented [23]: To be deleted by Amendment No. 4 (attached hereto as Exhibit B5).

Agency shall be on a case-by-case basis and shall not be unreasonably conditioned or withheld. Any use carried out without prior consent shall be considered a violation of the Ground Lease and its amendments. City explicitly agrees that any such use has been, is and will be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of the Agency and general public.

Commented [24]: New Subsection 2 to be added by Amendment No. 4 (attached hereto as Exhibit B5).

N. **Off-Leash Dog Area:** Subject to the conditions and for the temporary period set out here, CITY may operate an off-leash dog area in the passive recreation area located on the south end of the boundary of the leased property. Such operation shall include installation of chain link fencing around the perimeter of the area, benches and drinking fountains (human and canine). CITY shall be responsible for any and all costs of such installation (including extension of water lines, lighting and so forth). In addition, CITY shall at all times maintain the area in a safe and clean condition and provide for the necessary security and supervision. Such use shall be reevaluated by the CITY and CLWA by October 1, 2009. Upon termination of the use, CITY shall remove any and all improvements and return the area and its landscaping to a clean and attractive condition.

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

Commented [25]: Amendment No. 4 amends the term of the Trails License Agreement to have it run concurrently with the term of the Ground Lease.

Commented [26]: Amendment No. 4 references the Exercise Stairs License Agreement that is being independently negotiated. Its terms is also expected to run concurrently with that of the Ground Lease.

~ 9 ~

be a permitted use as provided for in Section 1.04 of the third amendment to the Ground Lease.

Commented [27]: New subsection O to be added by Amendment No. 4 (attached hereto as Exhibit B5).

4.04 **Compliance with the Law:** CITY shall, at its sole expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, or requirements now in force or which may hereafter be in force and with the requirements of any Board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition use or occupancy of the Premises. CITY shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CITY agrees to indemnify CLWA and save CLWA harmless from any and all liability that may arise from any infringement or violation of any such statute, ordinance, rule, regulation, or order by CITY, its employees, and agents, or by any other person who shall be upon the Premises with CITY's express or implied consents.

Commented [28]: The word "condition" was deleted per Amendment No. 1 (attached hereto as Exhibit B2).

ARTICLE 5: CONDITIONS

5.01 **Conditions:** Before commencing any construction activity on the Premises, CITY shall submit for CLWA's review and approval the plans and specifications, including height of structure, the site plan, and the elevations for the improvements which CITY wants to undertake, herein collectively referred to as the "plans". CLWA shall approve or disapprove the plans in writing within ninety (90) days after submission. If the plans are disapproved, CLWA shall state the reason for its disapproval. CLWA's approval shall not be unreasonable withheld, and if CLWA does not act within ninety (90) days after submission, the plans shall be deemed approved, CITY shall construct park facilities only in accordance with CLWA-approved plans, or plans which are "deemed approved" pursuant to this section. CITY shall construct a perimeter fence acceptable to CLWA which surrounds all portions of the Premises as and when devoted to park and sports facility purposes. CITY shall at all times exercise all necessary precautions for the safety and environmental protection of the Premises, and be in compliance with all federal, state and local statutory and regulatory requirements, including State of California, Division of Industrial Safety (Cal/OSHA) regulations, Cal/EPA and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

ARTICLE 6: ALTERATIONS AND ADDITIONS

6.01 **Installation of Facility:** Subject to the terms and conditions which follow, CITY shall have the right to install multi-use sports fields, and appurtenant structures and parking on the Premises.

CITY shall use reasonable efforts to obtain all governmental permits and approvals required to install and operate the park.

~ 10 ~

55396.00084\40284236.1

CITY shall use reasonable efforts to obtain any new utility service which may be required. If it is necessary to cut into any paved area, wall or other improvement, CITY shall repair the same in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. All utility services provided to the Premises shall be separately metered, and CITY shall pay for all utility and other services provided or furnished to the Premises, including but not limited to electricity, gas, and telephone charges for lines servicing the Premises.

6.02 Construction of Improvements: Notwithstanding any other provision of the Ground Lease and its amendments, the City shall notify the Agency of maintenance to be undertaken on improvements existing on the Premises that were constructed by the City relating to uses permitted by the Ground Lease. Construction by the City of new improvements.

Commented [29]: To be added per Amendment No. 4 (attached hereto as Exhibit B5).

ARTICLE 7: MAINTENANCE AND REPAIRS

7.01 Maintenance and Repairs: Except as provided in Section 1.02 hereof, CITY hereby represents that it has inspected the Premises and is fully familiar therewith, and in making this Lease, CITY is relying on its own independent investigation and knowledge of the Premises and not on any statements or representations or warranties by CLWA or any agent or representative of CLWA, with respect to the nature and character of the Premises, its physical condition, income or expense or operation or any other matter or thing affecting or relating to the Premises, or its suitability of the uses intended by CITY.

CITY, its agents, employees, and contractors shall have the right to enter the park with personnel, trucks, equipment, and machinery at all hours of the day or night of each and every day of the year for the purpose of inspecting, maintaining, serving, repairing, replacing, or protecting the park. CITY may perform minor equipment maintenance on small equipment, such as mowers, blowers, edgers, and other similar park equipment within the designated maintenance area at Central Park, and its subject to controls on the spill of oil, gasoline, etc. ~~shall pay the costs of these activities and protect and indemnify CLWA from all loss, cost, and liability arising because of such activities or the exercise of such right of entry. CITY, its officers, agents, employees, invitees, contractors, and customers shall have the non-exclusive right to use any parking spaces developed within the park for vehicle parking.~~

Commented [30]: Added per Amendment No. 3 (attached hereto as Exhibit B4).

Commented [31]: Deleted per Amendment No. 3 (attached hereto as Exhibit B4).

CITY shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair at all times during the term of this Lease. CLWA shall not be liable for any damage, loss or injury arising from CITY's failure to make any such repairs or to perform any such maintenance; and there shall be no abatement of rent and no liability of CLWA by reason of any injury to or interference with CITY's business arising from the making of any repairs, maintenance, alterations or improvements in or to any portion of the Premises or in or to fixtures, appurtenances and equipment thereon.

ARTICLE 8: ASSIGNMENT AND SUBLETTING

8.01 Prohibition Against Assignment and Subletting: CITY shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or CITY's interest in and to the Premises, without first procuring the written consent of the CLWA. Any assignment, mortgage, pledge, hypothecation, encumbrance, subletting, or license of this Lease, the leasehold estate hereby created, or the Premises or any portion thereof, either voluntary or involuntary, whether by operation of law or otherwise, without the prior written consent of CLWA, shall be void and shall constitute a default under this Lease. CLWA's consent shall not be unreasonably withheld, but may nevertheless be conditioned upon the following criteria:

A. The identity, financial strength, reputation, and credit rating of the proposed assignee, transferee or subtenant;

B. The proposed use of the Premises by the proposed assignee, transferee, or sublessee. CLWA may withhold its consent if, in its reasonable discretion, it feels that the proposed use is not compatible with or would be detrimental to (i) the image of the Premises and/or CLWA's adjacent property; or (ii) the use of the Premises as a public use buffer zone as described in the MOU.

CITY agrees to reimburse CLWA for CLWA's reasonable attorney fees and other costs incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or CITY's interest in and to the Premises.

8.02 Liability of CITY: Notwithstanding any assignment or sublease, CITY shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

ARTICLE 9: MECHANIC'S LIEN

9.01 Mechanics' Lien: CITY agrees that it will pay or cause to be paid all costs for materials furnished to and for work done by it or caused to be done by it on the Premises, as permitted by this Lease. CITY will keep the Premises free and clear of all mechanics' liens and other liens on account of work done for or materials furnished to CITY or persons claiming under it. Upon CLWA's written request, CITY agrees to obtain for the benefit of CLWA or CLWA's lender, performance, labor, and materials bonds in amounts to be reasonable determined by CLWA.

9.02 Notice of Non-responsibility: The CLWA or its representatives shall have the right at any time to go upon the Premises to post and keep posted thereon notices of non-responsibility, or such notices which the CLWA may deem to be proper for the protection of the CLWA's interest in the Premises. The CITY shall, before the commencement of any work which might result in any such lien, give to CLWA written notice of its intention to do so in sufficient time to enable the posting of such notices.

~ 12 ~

55396.00084\40284236.1

ARTICLE 10: EXCULPATION AND HOLD HARMLESS

10.01 Exculpation of CLWA: To the fullest extent permitted by law and except as provided by Section 10.02 A herein, and CITY agrees that CLWA shall not be liable to CITY or its employees, agents, subtenants, or invitees or any other persons, or for their property, on any legal basis whatsoever, and CITY waives all claims against CLWA for damage to person or property arising for any reason or in any way with respect to CITY's Lease of the Premises from CLWA. CLWA or its agents shall not be liable for interference with light, air, or for any latent defect in the Premises.

Commented [32]: Language "and except as provided by Section 10.02 A herein," added per Amendment No. 1 (attached hereto as Exhibit B2).

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

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CLWA and/or CITY, or any directors, officers, employees, agents, consultants, and/or volunteers of CLWA or CITY, and damages to our destruction of property of any person, including but not limited to, CLWA and/or CITY and their directors, officers, employees, agents, consultants, and/or volunteers, arising out of or in any manner directly or indirectly connected with this Lease, however caused, ~~regardless of any negligence of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, except the sole negligence or willful misconduct of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers;~~ regardless of (i) any passive negligence or (ii) any negligence in any way concerning plan approval and/or deemed approval under Article 5 and/or (iii) any liability related to mere ownership of the Premises of or by CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, with the exception of that portion of any judgment, award or decree that is specifically in the judgment, award or decree found to be based upon the sole or active negligence and/or willful misconduct of CLWA or its directors, officers, employees, agents, consultants and/or volunteers;

Commented [33]: Deleted per Amendment No. 1 (attached hereto as Exhibit B2).

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

C. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any act or negligence of the CITY, or of any officer, agent, employee, guest, or invitee of CITY.

Commented [34]: Added per Amendment No. 1 (attached hereto as Exhibit B2).

CITY shall defend, at CITY's own and sole cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CLWA or CLWA's directors, officers, employees, agents, consultants,

and/or volunteers. Notwithstanding the foregoing sentence, CITY to the fullest extent permitted by law shall also defend at its own and sole cost, expense and risk all lawsuits, actions or other proceedings brought or instituted against the parties listed in the preceding sentence for which CITY is specifically excluded from having any indemnification and/or hold harmless obligation under Section 10.02 (A) hereof.

Commented [35]: Added per Amendment No. 1. (attached hereto as Exhibit B2).

CITY shall pay and satisfy any judgment, award or decree that may be rendered against CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, in any such suit, action or other legal proceeding. CITY shall reimburse CLWA and its directors, officers, employees, agents, consultants, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Notwithstanding the foregoing two sentences, CITY shall have no obligation to pay or satisfy any judgment, award or decree or to make any reimbursements concerning liability that is specifically excluded from the indemnification and hold harmless obligations of Article 10, section 10.02 A. of the Lease.

Commented [36]: Added per Amendment No. 1 (attached hereto as Exhibit B2).

CITY agrees to carry insurance for this purpose as set out in this Lease. (See Article 13 of this Lease for insurance specifications and coverage.) CITY's obligation to indemnify, hold harmless and defend shall not be restricted to insurance proceeds, if any, received by or paid for the benefit of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers.

Commented [37]: The words "or paid for the benefit of " added per Amendment No. 1 (attached hereto as Exhibit B2).

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

10.03 Indemnification for Hazardous Waste Release: CITY personally assumes and agrees to indemnify, defend, and hold CLWA harmless from and against all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal on or from the leased property, by or for the benefit of the CITY, on or after the time of execution hereof, of any hazardous substance, hazardous material, hazardous waste, pollutant, contaminant, or related material ("Hazardous Materials") including, without limitation, the cost of any required or necessary studies or investigations, repair, cleanup, detoxification, or other remedial action, and the preparation and execution of any closure or other required plans. For the purpose of this covenant of indemnity, Hazardous Materials shall include, but no be limited to, substances defined as "hazardous substance" or "pollutant or contaminant" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (41 U.S.C. Section 9601, et seq.), by California Health and Safety Code ("H&S"), including Sections 25115, 25117, 25120.2, 25122.7; and by 40 CFR 261.1, et seq.; and shall include any volatile organic compounds ("VOCs") (H&S Section 25123.6).

Commented [38]: Added by Amendment No. 3 (attached hereto as Exhibit B4).

ARTICLE 11: SIGNS

11.01 Signs: CITY may erect, maintain, permit and from time to time remove signs in or about the Premises; provided, however, that the signs comply with all governmental

~ 14 ~

55396.00084\40284236.1

statutes, ordinances, rules, regulations, orders and requirements, and that CITY first obtains the CLWA's written approval to erect such signs. CITY may use its sign to display any permitted trademarks, logos and service marks. Upon the termination of this Lease. CITY shall remove all such signs in or about the Premises. CITY shall repair any injury or damage to the Premises which may result from such removal.

11.02 The CITY and CLWA shall agree to a signage program for CITY Signage in the park. Signage which deviates from that program will be removed at CITY expense.

Commented [39]: Added per Amendment No. 3 (attached hereto as Exhibit B4).

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

Commented [40]: To be added per Amendment No. 4 (attached hereto as Exhibit B5).

ARTICLE 12: UTILITIES

12.01 Utility Costs: In addition to the rent hereinbefore reserved, CITY agrees to pay all charges for water, gas, heat, light, electricity, telephone, power, garbage removal, and all other utilities and other services supplied to the Premises as and when the charges for the same become due and payable.

12.02 Utility Connections: CITY shall pay all utility line and telephone connection fees and hook-up charges, deposits, and any other costs for utilities or services supplied to the Premises. CLWA shall not be liable for the supply nor for the interruption of the supply, or stoppage or availability of any such service or utility. The interruption or stoppage of any such service or utility shall not constitute an eviction.

ARTICLE 13: INSURANCE

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

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

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG001)

~ 15 ~

55396.00084\40284236.1

2. Insurance Services Office Form Number CA 001 (ed 1/87) covering Automobile Liability, Symbol 1 (any auto)

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

1. General Liability – Five million dollars (\$5,000,000) per occurrence for death or bodily injury, and/or personal injury to one person and Two million dollars (\$2,000,000) per occurrence for property damage affecting one person. Ten million dollars (\$10,000,000) per occurrence for death or bodily injury and/or personal injury to more than one person and Two million dollars (\$2,000,000) per occurrence for property to more than one person in any one occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to premises leased (with the ISO CG 2501 or insurer's equivalent endorsement provided to CLWA) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

6. Each insurance policy shall specifically state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, which has been actually and physically (and not constructively pursuant to Section 21.16 hereunder) received by CLWA.

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

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

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

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

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

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

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

~ 17 ~

55396.00084\40284236.1

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

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

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

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

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

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

~ 18 ~

55396.00084\40284236.1

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

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

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

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

ARTICLE 14: CITY'S DEFAULT

14.01 Defaults: The occurrence of any one or more of the following events (hereinafter called "Events of Default"), shall constitute a material default and breach of this Lease by CITY:

A. The vacating or abandonment by CITY of the Premises, or the violation of the provisions set forth in Sections 4.01 through 4.03 hereof.

B. The failure by CITY to make any payment of rent or any other payment required to be made by CITY hereunder, as and when due.

C. The failure by CITY to construct within three (3) years of the commencement of this Lease at least two multi-use sports fields, parking and appurtenant facilities.

D. The failure by CITY to observe any of the covenants, conditions or provisions of this Lease to be observed or performed by CITY, where such failure shall continue for a period of ten (10) days after written notice hereof from CLWA to CITY,

provided, however, that if the nature of CITY's default is such that more than ten (10) days are reasonably required for its cure, then CITY shall not be deemed to be in default if it commences such cure within said 10-day period and thereafter diligently prosecutes such cure to completion. ~~other than the requirements of Sections 4.01 through 4.03 or payment of money, where such failure shall continue for a period of ten (10) days after written notice hereof from CLWA to CITY, provided, however, that if the nature of CITY's default is such that more than ten (10) days are reasonable required for its cure, then CITY shall not be deemed to be in default if it commences such cure within said 10 day period and thereafter diligently prosecutes such cure to completion.~~

Commented [41]: Added per Amendment No. 3 (attached hereto as Exhibit B4).

Commented [42]: Deleted per Amendment No. 3 (attached hereto as Exhibit B4).

E. (i) The making by CITY of any general arrangement or assignment for the (ii) CITY becomes a "debtor" as defined in the then-applicable United States Bankruptcy Code (unless, in the case of a petition or order filed against CITY, the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of CITY's assets located at the Premises or of CITY's interest in this Lease, where possession is not restored to CITY's interest in this Lease, where such seizure is not discharged within thirty (30) days.

ARTICLE 15: REMEDIES UPON DEFAULT

15.01 Termination: Upon occurrence of an Event of Default, CLWA, in addition to any other rights or remedies available to CLWA at law or in equity or in Section 4.02 of this Lease, shall have the right to immediately terminate this Lease and all rights of CITY hereunder, by giving CITY written notice that this Lease is terminated. If CLWA so terminates this Lease, then CLWA may recover from CITY the sum of all damages incurred by CLWA by reason of CITY's default, including, but not limited to, those provided by California Civil Code Section 1951.2.

15.02 Continuation of Lease: Should an Event of Default occur and if CLWA does not elect to terminate this Lease, CLWA may, from time to time, without terminating this Lease, either (i) recover all rent and other amounts payable hereunder as they become due or (ii) relet the Premises or any part thereof on behalf of CITY for such term of terms, at such rent or rents and pursuant to such other provisions, as CLWA, in its sole discretion, may deem advisable, all with the right, at CITY's cost, to make alterations and repairs to the Premises.

15.03 Re-entry: Upon an Event of Default, CLWA shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises, upon three (3) days' written notice of intent to exercise CLWA's right of re-entry hereunder. Any three (3) day Notice to Quit or similar notice under the laws of unlawful detainer shall be sufficient to satisfy this Section. CLWA may cause any property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of CITY.

15.04 No Constructive Termination: None of the following remedial actions, singly or in combination, shall be construed as an election by CLWA to terminate this Lease,

~ 20 ~

55396.00084\40284236.1

unless CLWA has in fact given CITY written notice that this Lease is terminate: Any act by CLWA to maintain or preserve the Premises; any efforts by CLWA to relet the Premises; any re-entry, repossession or reletting of the Premises by CLWA pursuant to this Article; the appointment of a receiver, upon the initiative of CLWA, to protect CLWA's interest under this Lease; or exercise of any other right or remedy provided for herein or under applicable laws. If CLWA takes any of the foregoing remedial actions without terminating this Lease, CLWA may nevertheless at any time after taking any such remedial action terminate this Lease by written notice to CITY.

15.05 CLWA's Right to Cure: After an Event of Default, CLWA, in addition to or in lieu of exercising any other remedies, may (But without any obligation so to do) cure the breach underlying the Event of Default for the account and at the expense of CITY; provided that CLWA by prior notice shall first allow CITY a reasonable opportunity to cure, except in cases of emergency, where CLWA may proceed without prior notice to CITY. CITY shall, upon demand, court costs and attorneys' fees) which CLWA may incur in the course of any such cure.

15.06 Remedies Cumulative: The rights, privileges, elections, and remedies of CLWA herein are cumulative and no one of them shall be exclusive of the other, and CLWA shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No provision of this Article shall be deemed to limit or negate CLWA's rights under this Lease to indemnification from CITY for any liability asserted against or imposed upon CLWA, whether before or after termination of this Lease, which liability is based upon matters occurring prior to the termination of this Lease.

ARTICLE 16: CLWA'S DEFAULT

16.01 CLWA's Default: CLWA shall not be in default unless CLWA fails to perform obligations required of CLWA within a reasonable time, but in no event later than thirty (30) days after written notice by CITY to CLWA specifying wherein CLWA has failed to perform such obligation; provided, however, that if the nature of CLWA's obligation is such that more than thirty (30) days are required for performance, then CLWA shall not be in default if CLWA commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

ARTICLE 17: DAMAGE OR DESTRUCTION OF PREMISES

17.01 Partial Destruction: If the improvements on the Premises are partially damaged or destroyed, or should the leasehold improvements be damaged or destroyed by fire, casualty, or hazard, and if damage is so slight as not to interfere substantially with the CITY's use of the Premises, then this Lease shall not terminate but shall continue in full force and effect and there shall be no abatement of rent.

All insurance proceeds collected for destruction of the Premises shall be promptly applied to the cost of repairs and if such insurance proceeds shall be insufficient for such purpose, CITY shall make up the deficiency out of its own funds.

17.02 Total or Substantial Destruction: Termination of Lease: Should there be a total or substantial destruction of the leasehold improvements so that the Premises are rendered unusable, either party shall have the right to terminate this Lease upon written notice within sixty (60) days after the event of total or substantial destruction.

In the event either party elects to terminate this Lease as a result of total or substantial destruction, then CITY shall at its own and sole expense remove all buildings and improvements from the Premises and shall restore the same to their original condition.

ARTICLE 18: SURRENDER OR CANCELLATION

18.01 Redelivery of Premises to CLWA: Upon termination of this Lease for any reason, CITY shall surrender the Premises to CLWA in the same condition in which CITY received them. CITY shall promptly discharge its obligations under this Lease to remove trade fixtures and personal property and to repair any damage which such removals from the Premises may cause. Any personal property of CITY which CITY fails to remove from the Premises as of the date of termination of this Lease shall be deemed abandoned.

18.02 Quitclaim: At the expiration or earlier termination of this Lease, pursuant to Section 4.02 or otherwise, CITY shall execute and acknowledge and deliver to CLWA, within five (5) days after written demand from CLWA to CITY, any quitclaim deed or other document required to remove the cloud of this Lease from the title to the Premises.

ARTICLE 19: CLWA'S ENTRY ON PREMISES

19.01 CLWA and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- A. To determine whether the Premises are in good condition and whether CITY is complying with its obligations under this Lease;
- B. To serve, post, or keep posted any notices required or allowed under provision of this Lease;
- C. After CITY has abandoned or surrendered the Premises.

CLWA shall conduct its activities on the Premises as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to CITY. CLWA shall at all times give CITY reasonable notice of CLWA's intent to enter the Premises.

ARTICLE 20: QUIET ENJOYMENT

20.01 So long as CITY is not in default under the covenants and agreements of this Lease, CITY shall have quiet and peaceful enjoyment of the Premises for the entire term thereof, subject to all of the provision of this Lease, and CITY's rights and privileges shall not be disturbed or interfered with by CLWA.

ARTICLE 21: GENERAL PROVISION

21.01 Unavoidable Delay: If either party shall be delayed or prevented from the performance of any act required by this Lease, due to unforeseeable causes beyond the party's control and without its fault or negligence, including, but not limited to, acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulation, action or inaction by other governmental agencies, or other similar magnitude causes (financial inability excepted), it is agreed that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the party shall be extended for the period of such delay, provided, that the party seeking the benefit of the provision of this paragraph shall, within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the delay.

21.02 Waivers: The waiver by CLWA or CITY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

The subsequent acceptance of rent hereunder by CLWA shall not be deemed to be a waiver of any preceding default by CITY of any term, covenant or condition of this Lease, other than the failure of CITY to pay the particular rental so accepted, regardless of CLWA's knowledge of such preceding default at the time of the acceptance of such rent.

21.03 Plats and Riders: Clauses, plats, riders, and addendums, if any, affixed to this Lease are a part thereof.

21.04 Captions: The captions in this Lease are for convenience only, and are not a part of this Lease. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

21.05 Time: Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

21.06 Successors and Assigns: All of the covenants, agreements, conditions, and undertakings contained in this Lease shall extend and inure to, and be binding upon, the

heirs, executors, administrators, successors, and lawful, Lease-authorized assigns of the respective parties hereto.

Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation, or governmental authority, other than the parties hereto, any right, claim, or privilege by virtue of any covenant, agreement, condition, or undertaking contained in this Lease.

21.07 Recordation: Neither party shall record this Lease, but a short-form memorandum hereof may be recorded at the request of CLWA.

21.08 Integration: This Lease contains all of the agreements and understandings of the parties with respect to any matter mentioned herein, and supersedes and terminates all prior and contemporaneous agreements between CLWA and CITY with respect to the matters covered in this Lease. This Lease may be modified in writing only, signed by CLWA and CITY at the time of the modification.

21.09 Severability: The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21.10 Attorney's Fees: In the event suit be instituted by either of the parties hereto against the other, the prevailing party shall be entitled to recover from the other such sum as the court may deem reasonable as and for attorney's fees.

21.11 Applicable Law: This Lease is made and executed in the State of California and the laws of the State of California shall apply in all cases.

21.12 Relationship of Parties: Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between CLWA and CITY, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties shall be deemed to create any relationship between CLWA and CITY other than the relationship of landlord and tenant.

21.13 Number and Gender: In this Lease, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm or association wherever the context so requires.

21.14 Covenants and Conditions: Each provision of this Lease performable by CITY shall be deemed both a covenant and a condition.

21.15 Extra Expenditures: In the event the CLWA shall make any expenditure for which CITY is responsible, then the amount thereof, together with interest at the maximum legal rate then allowed by law, and costs, may, at CLWA's election, be added to and be deemed part of the installment of rent next falling due.

~ 24 ~

55396.00084\40284236.1

21.16 Notices: All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Lease shall be in writing and shall be served (as an alternative to personal service) only by registered and not certified mail, return receipt requested, and shall be deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served as follow:

To CLWA: Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

Attention: Its General Manager

TO CITY: City of Santa Clarita
23920 W. Valencia Boulevard
Santa Clarita, CA 91355

Attention: Its City Manger

Service of any such notice or demand so made by registered mail shall be deemed compete and fully effective one day after mailing.

Either party may, from time to time, by notice in writing served upon the other, designate a different mailing address or a different person to which all notices or demands are thereafter to be addressed.

21.17 Authority: If CITY or CLWA is a corporation, trust, or general or limited partnership, or government agency, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

CLWA AND CITY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HERBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE EFFECTUATE THE INTENT AND PURPOSE OF CLWA AND CITY WITH RESPECT TO THE PREMISES.

Except as modified by this Amendment No.3, all other terms and conditions of the Ground Lease (as amended) shall remain the same.

In consideration of the changes to the Ground Lease set out here, the CITY forgives and releases any obligation of CLWA to replace, repair or construct the trail fencing referred to in the MOU by and between the City of Santa Clarita and the Castaic Lake Water

~ 25 ~

55396.00084\40284236.1

Agency Relative to the Grant of Easements and Construction of the Sand Canyon Pipeline within the City Trail System dated June 16, 2004.

Commented [43]: Added per Amendment No. 3 (attached hereto as Exhibit B4).

IN WITNESS WHEREOF, the parties have executed this Ground Lease the day and year first above written.

GROUND LEASE BY AND
BETWEEN THE CITY OF SANTA CLARITA
AND THE CASTAIC LAKE WATER AGENCY
RELATIVE TO PHASE 1 OF A PROPOSED
PARK AND SPORTS FACILITY PROJECT
OF THE CITY OF SANTA CLARITA

THIS GROUND LEASE (hereinafter called "Lease") is made in Santa Clarita, California, as of this 2nd day of January, 1997 by and between two public agencies, being the Castaic Lake Water Agency (hereinafter called "CLWA") and the City of Santa Clarita (hereinafter called "CITY"), pursuant to facts, understandings and assumptions of CLWA and CITY as follows:

- On or about December 11, 1995, CLWA and CITY entered into a Memorandum of Understanding (hereinafter called "MOU") dated December 11, 1995, copy attached as Exhibit "A" hereto, and hereby incorporated herein by this reference.
- The above-referenced MOU contemplated full environmental review of proposed park and sports facility improvements on the entire site, including review of the sewer service master plan and the untreated and/or reclaimed water master plan described in numbered paragraphs 4. and 5. of the MOU.
- The CLWA and the CITY are fully committed to fulfilling the promises, terms, and conditions of the MOU in all respects, with the sole exception of providing a ground lease concerning Phase 1 of CITY's park and sports utility project prior to completion of all work described in the MOU. This Phase 1 ground lease shall be subject to numbered paragraph 3. of the MOU with respect to "Development Costs, Operation and Maintenance," "Water Use and Payments," the "Perimeter Fence," "Utilities and Property Access," "Liability and Insurance," "Joint Recognition," and "Commercial Activity."
- The proposed ground lease for Phase 1 is proposed to consist of approximately thirty four and 22/100ths (34.22) acres, as described in Exhibit "B" hereto, which acreage shall accommodate (as Phase 1 improvements) only those improvements described in Article 4 of this Lease.
- All provisions, terms and conditions of the ground lease concerning Phase 1 shall be binding upon the parties only until completion of any further lease of the property described in the MOU, or until January 1, 2012, whichever is earlier.
- This ground lease shall be subject to all the surviving terms and conditions of the existing lease between CLWA and R. N. Chesebrough, concerning farming operations within the Phase 1 area to and through December 31, 1996, and to future irrigated farming or dry farming leases CLWA may execute concerning the Phase 1 area prior to CITY's commencement of the

construction of the Phase 1 improvements. CITY shall be fully financially responsible for terminating that lease (within the Exhibit "B" area) so as to permit CITY to utilize the Exhibit "B" area, at a cost payable by CITY to the farm operator of not to exceed \$150.00 per acre.

- CITY shall, at its sole expense, budget and commence its process to construct a traffic signal at the current site entrance substantially concurrently with the execution of Phase 1 of this Ground Lease and complete the construction and have the signal operational prior to June 30, 1998. Operation and use of Phase 1 park facilities by or on behalf of CITY and/or the public shall not commence until CITY has installed at its own and sole expense an operating traffic signal at the current site entrance road which connects with Bouquet Canyon Road. The current site entrance road shall be the sole entrance road from Bouquet Canyon Road to the Phase 1 park site.

WITNESSETH

This Lease is subject to all of the terms, covenants and conditions herein contained, and as a material part of the consideration for this Lease, CITY covenants to keep and perform each and every one of said terms, covenants and conditions, including all of the provisions of the seven bulleted recitals to this Ground Lease. The above recitals to this Lease are hereby declared and determined to be terms, covenants and conditions of this Lease.

ARTICLE 1: LEASE OF PREMISES

1.01 Premises: CLWA leases to CITY and CITY hires from CLWA, for the term, at the rental and upon all of the conditions set forth herein, a parcel of land of approximately 34.22 acres shown as Phase I on the site plan attached hereto as Exhibit "B" and incorporated herein by this reference. Such real property is hereinafter referred to as the "Premises".

1.02 Condition of Premises: CITY expressly agrees to lease the Premises in an "as is" condition, and to accept the Premises as they are and subject to all conditions, rights, easements, and other limitations of record, and subject to visible and apparent easements and improvements, including, but not limited to, any rights in third parties including the above-referenced lease between CLWA and R. N. Chesebrough. CITY waives any right or claim against CLWA for any cause directly or indirectly arising out of the condition of the Premises or the improvements thereon on the commencement of this Lease.

CITY assumes the risk of existing storm water drainage patterns on CLWA property in any way adjacent to the Premises and will construct park facilities so that such facilities will not be adversely impacted by the existing storm water drainage patterns.

CITY agrees that this Lease is subject to a reservation by CLWA of the right to install, replace and maintain underground water pipes and appurtenant facilities within certain areas of land identified and shown on Exhibit "B" as "Water Pipeline Easement Reservation No. 1" and "Water Pipeline Easement Reservation No. 2". A three inch diameter pipeline and an eight inch diameter pipeline presently exist within Water Pipeline Easement Reservation No. 1. Water Pipeline Easement Reservation No. 2 is for a future underground water pipeline. The location of Water Pipeline Easement Reservation No. 2 will be considered for relocation when the CITY's construction plans for the Premises are available. CITY further agrees that the above-referenced reservation areas may be transferred by CLWA to others.

CLWA affirms that it is unaware of any hazardous materials or waste on the Premises. CITY affirms that, before making any expenditures concerning the Premises, it will at its own and sole expense conduct such studies of the Premises as it deems reasonable and prudent to confirm the absence of hazardous materials or waste on the Premises. If CITY at any time directly or indirectly finds any hazardous materials or waste on the Premises, CITY shall promptly advise CLWA -- and shall promptly meet with CLWA officials concerning the CITY's findings. CITY's sole remedy against CLWA, in the event hazardous materials or waste are found on the Premises, is (1) to promptly, at its own and sole expense, and with no direct or indirect charge or cost to CLWA, remove and properly dispose of all hazardous materials or waste then existing on the Premises or (2) to promptly cancel this Ground Lease on the Premises, in which event CLWA's sole obligation to CITY shall be to refund pro-rata all prepaid rent under this Lease.

ARTICLE 2: TERM

2.01 Term: The term of this Lease shall be for fifteen (15) years, commencing as of the 2nd day of January, 1997, and ending at midnight on the 1st day of January, 2012, unless modified pursuant to the Lease document contemplated by the MOU. Notwithstanding the foregoing sentence, this Lease shall terminate upon execution by CLWA and CITY of any further Lease of the property described in the MOU, or if CITY violates use restrictions set forth in Article 4 hereof, or otherwise as provided in this Lease.

ARTICLE 3: RENT

3.01 Rent: The rent for said Premises shall be at the rate of: Thirty-Three Dollars and 33 cents (\$33.33) per year for the first fifteen (15) years of the term of this Lease; and thereafter shall be as set forth in the Lease document contemplated by the MOU, if a Lease document is entered by CLWA and CITY.

3.02 Payment of Rent: Payment of rent shall be made by CITY to CLWA, in the amount of \$33.33 per year, in advance, for the initial year's term of the Lease. Thereafter, during the lease term, rent shall be payable as follows: on or before January 2nd of each succeeding year of the Lease term.

3.03 Net Lease: It is the intention of CLWA and CITY that the rent payable hereunder to the CLWA shall be net of taxes, assessments, maintenance, repairs, utilities, insurance premiums, and any and all other costs and expenses. From and after the date on which the rent commences, all costs, expenses, taxes, assessments and obligations of every kind and nature accruing to, imposed upon, or relating to the Premises and/or any improvements thereon or appurtenances thereto, including, but not limited to, those hereinafter expressly stated, shall be paid by CITY, except as required to be paid by a farming operator who has leased the Premises or any part thereof from CLWA.

ARTICLE 4: USE OF PREMISES

4.01 Use: CITY shall use the Premises to construct, operate, and maintain a non-commercial public park and sports facility (hereinafter called "park") on the Premises, including parking lots, and two lane, two way, internal circulation park access roads with a pavement width of not more than 25 feet. City shall not use the Premises for any other purposes.

4.02 Change of Use: Commencement by the CITY of condemnation proceedings in any way concerning the Premises or of any part thereof or direct or indirect approval by CITY of any non-authorized use of the Premises, or any part thereof, including use for a road in any way useful for non-park commuter purposes shall, at the written election of CLWA, entitle CLWA, acting either through its Board of Directors or General Manager, to terminate this Lease as to any portion of the Premises with respect to which the CITY has commenced condemnation proceedings and/or provided direct or indirect approval of a non-authorized use of the Premises, or any part thereof, including specifically the non-authorized Lease use of a road in any way useful for non-park commuter purposes. Commencement by the CITY of condemnation proceedings shall, for purposes of this Lease, include notice by CITY to CLWA or others of any public hearing or of any other notice by CITY to CLWA or others that CITY intends to consider taking by eminent domain all or any portion of the Premises. Notwithstanding any other provisions in this Lease, it is agreed that Lease termination, if elected by CLWA, shall be effective upon completion of written notice thereof by CLWA to CITY. (See Section 21.16 hereof.) CITY agrees, within five (5) days thereafter, to execute any and all documents reasonably required by CLWA to confirm termination of the affected portion of this Lease. Any such termination by CLWA shall be presumed to be correct and proper, unless made on a totally arbitrary and capricious basis. CLWA, upon such a termination, shall rebate pro rata -- based on acreage and time -- any CITY rents paid. To the maximum extent permitted by law, CITY agrees that the fair market value (1) of any property taken by eminent domain by CITY which constitutes all or part of the Premises or (2) of any property which is owned by CLWA and is in any way adjacent to the Premises and will or could suffer severance or other damage on account of such taking by CITY, shall, in each case, be valued by CITY for appraisal purposes and taken by CITY, if at all, without reference to the burden of this Lease.

4.03 Restrictions on CITY's Use: In using the Premises, CITY agrees:

A. Waste: Not to commit or allow to be committed any waste in or upon the Premises.

B. Nuisance: Not to do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent land or injure, or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. CITY shall not cause, maintain or permit any public or private nuisance in, on, or about the Premises.

C. Advertising: Not to use any advertising medium which may emanate outside of the Premises, such as loud speakers, phonographs, or radio broadcasts without CLWA's prior written consent.

D. Roadway Use: Not to construct or cause to be constructed on the Premises any road having a paved width greater than 25 feet, nor to construct parallel or near parallel two lane roads of any kind on the Premises.

E. Spoil Piles: Not to permit to exist or to construct any spoil pile(s) on the Premises.

F. Grading: Not to change the existing grade of the Premises except to create sports fields, parking lots, and internal access roads having a width of not more than 25 feet, and not to create any road pad which is not promptly utilized as a paved internal circulation park access road.

G. Parking Lots: Not to construct any parking lot having, in the judgment of CLWA, the configuration of a road, nor to convert any parking lot, once constructed, into a road. (Parking lots which are long and narrow shall be presumed to have the configuration of a road.)

H. Elevation Restriction: Not to construct any structure or improvement on the Premises which exceeds one hundred (100) feet in height.

4.04 Compliance with the Law: CITY shall, at its sole expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. CITY shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CITY agrees to indemnify CLWA and save CLWA harmless from any and all liability that may arise from any infringement or violation of any such statute,

ordinance, rule, regulation, or order by CITY, its employees, and agents, or by any other person who shall be upon the Premises with CITY's express or implied consent.

ARTICLE 5: CONDITIONS

5.01 Conditions: Before commencing any construction activity on the Premises, CITY shall submit for CLWA's review and approval the plans and specifications, including height of structure, the site plan, and the elevations for the improvements which CITY wants to undertake, herein collectively referred to as the "plans". CLWA shall approve or disapprove the plans in writing within ninety (90) days after submission. If the plans are disapproved, CLWA shall state the reason for its disapproval. CLWA's approval shall not be unreasonably withheld, and if CLWA does not act within ninety (90) days after submission, the plans shall be deemed approved. CITY shall construct park facilities only in accordance with CLWA-approved plans, or plans which are "deemed approved" pursuant to this section. CITY shall construct a perimeter fence acceptable to CLWA which surrounds all portions of the Premises as and when devoted to park and sports facility purposes. CITY shall be responsible for security of the premises. In carrying out its work, CITY shall at all times exercise all necessary precautions for the safety and environmental protection of the Premises, and be in compliance with all federal, state and local statutory and regulatory requirements, including State of California, Division of Industrial Safety (Cal/OSHA) regulations, Cal/EPA and the U. S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

ARTICLE 6: ALTERATIONS AND ADDITIONS

6.01 Installation of Facility: Subject to the terms and conditions which follow, CITY shall have the right to install multi-use sports fields, and appurtenant structures and parking on the Premises.

CITY shall use reasonable efforts to obtain all governmental permits and approvals required to install and operate the park.

CITY shall use reasonable efforts to obtain any new utility service which may be required. If it is necessary to cut into any paved area, wall or other improvement, CITY shall repair the same in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. All utility services provided to the Premises shall be separately metered, and CITY shall pay for all utility and other services provided or furnished to the Premises, including but not limited to electricity, gas, and telephone charges for lines servicing the Premises.

ARTICLE 7: MAINTENANCE AND REPAIRS

7.01 Maintenance and Repairs: Except as provided in Section 1.02 hereof, CITY hereby represents that it has inspected the Premises and is fully familiar therewith, and in making this Lease, CITY is relying on its own independent

investigation and knowledge of the Premises and not on any statements or representations or warranties by CLWA or any agent or representative of CLWA, with respect to the nature and character of the Premises, its physical condition, income or expense of operation or any other matter or thing affecting or relating to the Premises, or its suitability for the uses intended by CITY.

CITY, its agents, employees, and contractors shall have the right to enter the park with personnel, trucks, equipment, and machinery at all hours of the day or night of each and every day of the year for the purpose of inspecting, maintaining, servicing, repairing, replacing, or protecting the park. CITY shall pay the costs of these activities and protect and indemnify CLWA from all loss, cost, and liability arising because of such activities or the exercise of such right of entry. CITY, its officers, agents, employees, invitees, contractors, and customers shall have the non-exclusive right to use any parking spaces developed within the park for vehicle parking.

CITY shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair at all times during the term of this Lease. CLWA shall not be liable for any damage, loss or injury arising from CITY's failure to make any such repairs or to perform any such maintenance; and there shall be no abatement of rent and no liability of CLWA by reason of any injury to or interference with CITY's business arising from the making of any repairs, maintenance, alterations or improvements in or to any portion of the Premises or in or to fixtures, appurtenances and equipment thereon.

ARTICLE 8: ASSIGNMENT AND SUBLETTING

8.01 Prohibition Against Assignment and Subletting: CITY shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or CITY's interest in and to the Premises, without first procuring the written consent of the CLWA. Any assignment, mortgage, pledge, hypothecation, encumbrance, subletting, or license of this Lease, the leasehold estate hereby created, or the Premises or any portion thereof, either voluntary or involuntary, whether by operation of law or otherwise, without the prior written consent of CLWA, shall be void and shall constitute a default under this Lease. CLWA's consent shall not be unreasonably withheld, but may nevertheless be conditioned upon the following criteria:

A. The identity, financial strength, reputation, and credit rating of the proposed assignee, transferee or subtenant;

B. The proposed use of the Premises by the proposed assignee, transferee or sublessee. CLWA may withhold its consent if, in its reasonable discretion, it feels that the proposed use is not compatible with or would be detrimental to (i) the image of the Premises and/or CLWA's adjacent property; or (ii) the use of the Premises as a public use buffer zone as described in the MOU.

CITY agrees to reimburse CLWA for CLWA's reasonable attorney fees and other costs incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or CITY's interest in and to the Premises.

8.02 Liability of CITY: Notwithstanding any assignment or sublease, CITY shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

ARTICLE 9: MECHANICS' LIEN

9.01 Mechanics' Lien: CITY agrees that it will pay or cause to be paid all costs for materials furnished to and for work done by it or caused to be done by it on the Premises, as permitted by this Lease. CITY will keep the Premises free and clear of all mechanics' liens and other liens on account of work done for or materials furnished to CITY or persons claiming under it. Upon CLWA's written request, CITY agrees to obtain for the benefit of CLWA or CLWA's lender, performance, labor, and materials bonds in amounts to be reasonably determined by CLWA.

9.02 Notice of Non-responsibility: The CLWA or its representatives shall have the right at any time to go upon the Premises to post and keep posted thereon notices of non-responsibility, or such other notices which the CLWA may deem to be proper for the protection of the CLWA's interest in the Premises. The CITY shall, before the commencement of any work which might result in any such lien, give to CLWA written notice of its intention to do so in sufficient time to enable the posting of such notices.

ARTICLE 10: EXCULPATION AND HOLD HARMLESS

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

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

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CLWA and/or CITY, or any directors, officers, employees, agents, consultants, and/or volunteers of CLWA

or CITY, and damages to or destruction of property of any person, including but not limited to, CLWA and/or CITY and their directors, officers, employees, agents, consultants, and/or volunteers, arising out of or in any manner directly or indirectly connected with this Lease, however caused, regardless of any negligence of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, except the sole negligence or willful misconduct of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers;

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

C. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising from any breach or default in the performance of any obligation on CITY'S part to be performed under the terms of this Lease, or arising from any act or negligence of the CITY, or of any officer, agent, employee, guest, or invitee of CITY.

CITY shall defend, at CITY'S own and sole cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CLWA or CLWA'S directors, officers, employees, agents, consultants, and/or volunteers.

CITY shall pay and satisfy any judgment, award or decree that may be rendered against CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, in any such suit, action or other legal proceeding. CITY shall reimburse CLWA and its directors, officers, employees, agents, consultants, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

CITY agrees to carry insurance for this purpose as set out in this Lease. (See Article 13 of this Lease for insurance specifications and coverage.) CITY'S obligation to indemnify, hold harmless and defend shall not be restricted to insurance proceeds, if any, received by CLWA or its directors, officers, employees, agents, consultants, and/or volunteers.

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

ARTICLE 11: SIGNS

11.01 Signs: CITY may erect, maintain, permit and from time to time remove signs in or about the Premises; provided, however, that the signs comply with all governmental statutes, ordinances, rules, regulations, orders and requirements, and that CITY first obtains the CLWA'S written approval to erect such signs. CITY may

use its sign to display any permitted trademarks, logos and service marks. Upon the termination of this Lease, CITY shall remove all such signs in or about the Premises. CITY shall repair any injury or damage to the Premises which may result from such removal.

ARTICLE 12: UTILITIES

12.01 Utility Cost: In addition to the rent hereinbefore reserved, CITY agrees to pay all charges for water, gas, heat, light, electricity, telephone, power, garbage removal, and all other utilities and other services supplied to the Premises as and when the charges for the same become due and payable.

12.02 Utility Connections: CITY shall pay all utility line and telephone connection fees and hook-up charges, deposits, and any other costs for utilities or services supplied to the Premises. CLWA shall not be liable for the supply nor for the interruption of the supply, or stoppage or availability of any such service or utility. The interruption or stoppage of any such service or utility shall not constitute an eviction.

ARTICLE 13: INSURANCE

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

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

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

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

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

1. General Liability -- Five million dollars (\$5,000,000) per occurrence for death or bodily injury, and/or personal injury to one person and Two million dollars (\$2,000,000) per occurrence for property damage affecting one person. Ten million dollars (\$10,000,000) per occurrence for death or bodily injury and/or personal injury to more than one person and Two million dollars (\$2,000,000) per occurrence for property damage to more than one person in any one occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to premises leased (with the ISO CG 2501 or

insurer's equivalent endorsement provided to CLWA) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

6. Each insurance policy shall specifically state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, which has been actually and physically (and not constructively pursuant to Section 21.16 hereunder) received by CLWA.

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

Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to CLWA, which includes a cross-liability clause, and

covers bodily injury (including death) and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability.

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

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

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

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

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

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

13.03 CITY's Blanket Insurance: Notwithstanding anything to the contrary contained within this Article, CITY's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by CITY, provided, however, that CLWA shall be named as an additional insured thereunder as its interest may appear and that the coverage afforded the CLWA will not be reduced or diminished by reason of the use

of such blanket policy of insurance, and provided further that all the requirements and specifications set forth herein are in every respect otherwise satisfied.

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

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

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

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

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

13.06 Evidences of Insurance: Prior to execution of the Lease, CITY shall file with CLWA evidences of insurance, including originals of all required insurance policy endorsements, from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2011 or 2024 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance

shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names and/or capacities of the insured, and additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date.

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

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

ARTICLE 14: CITY'S DEFAULT

14.01 Defaults: The occurrence of any one or more of the following events (hereinafter called "Events of Default"), shall constitute a material default and breach of this Lease by CITY:

A. The vacating or abandonment by CITY of the Premises, or the violation of the provisions set forth in Sections 4.01 through 4.03 hereof.

B. The failure by CITY to make any payment of rent or any other payment required to be made by CITY hereunder, as and when due.

C. The failure by CITY to construct within three (3) years of the commencement of this Lease at least two multi-use sports fields, parking and appurtenant facilities.

D. The failure by CITY to observe any of the covenants, conditions or provisions of this Lease to be observed or performed by CITY, other than the requirements of Sections 4.01 through 4.03 or payment of money, where such failure shall continue for a period of ten (10) days after written notice hereof from CLWA to CITY, provided, however, that if the nature of CITY's default is such that more than ten (10) days are reasonably required for its cure, then CITY shall not be deemed to be in default if it commences such cure within said 10-day period and thereafter diligently prosecutes such cure to completion.

E. (i) The making by CITY of any general arrangement or assignment for the benefit of creditors; (ii) CITY becomes a "debtor" as defined in the then-applicable

United States Bankruptcy Code (unless, in the case of a petition or order filed against CITY, the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of CITY's assets located at the Premises or of CITY's interest in this Lease, where possession is not restored to CITY within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of CITY's assets located at the Premises or of CITY's interest in this Lease, where such seizure is not discharged within thirty (30) days.

ARTICLE 15: REMEDIES UPON DEFAULT

15.01 Termination: Upon occurrence of an Event of Default, CLWA, in addition to any other rights or remedies available to CLWA at law or in equity or in Section 4.02 of this Lease, shall have the right to immediately terminate this Lease and all rights of CITY hereunder, by giving CITY written notice that this Lease is terminated. If CLWA so terminates this Lease, then CLWA may recover from CITY the sum of all damages incurred by CLWA by reason of CITY's default, including, but not limited to, those provided by California Civil Code Section 1951.2.

15.02 Continuation of Lease: Should an Event of Default occur and if CLWA does not elect to terminate this Lease, CLWA may, from time to time, without terminating this Lease, either (i) recover all rent and other amounts payable hereunder as they become due or (ii) relet the Premises or any part thereof on behalf of CITY for such term or terms, at such rent or rents and pursuant to such other provisions, as CLWA, in its sole discretion, may deem advisable, all with the right, at CITY's cost, to make alterations and repairs to the Premises.

15.03 Re-entry: Upon an Event of Default, CLWA shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises, upon three (3) days' written notice of intent to exercise CLWA's right of re-entry hereunder. Any three (3) day Notice to Quit or similar notice under the laws of unlawful detainer shall be sufficient to satisfy this Section. CLWA may cause any property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of CITY.

15.04 No Constructive Termination: None of the following remedial actions, singly or in combination, shall be construed as an election by CLWA to terminate this Lease, unless CLWA has in fact given CITY written notice that this Lease is terminated: Any act by CLWA to maintain or preserve the Premises; any efforts by CLWA to relet the Premises; any re-entry, repossession or reletting of the Premises by CLWA pursuant to this Article; the appointment of a receiver, upon the initiative of CLWA, to protect CLWA's interest under this Lease; or exercise of any other right or remedy provided for herein or under applicable laws. If CLWA takes any of the foregoing remedial actions without terminating this Lease, CLWA may nevertheless at any time after taking any such remedial action terminate this Lease by written notice to CITY.

15.05 CLWA's Right to Cure: After an Event of Default, CLWA, in addition to or in lieu of exercising any other remedies, may (but without any obligation so to do) cure the breach underlying the Event of Default for the account and at the expense of CITY; provided that CLWA by prior notice shall first allow CITY a reasonable opportunity to cure, except in cases of emergency, where CLWA may proceed without prior notice to CITY. CITY shall, upon demand, immediately reimburse CLWA for all costs (including costs of settlements, defense, court costs and attorneys' fees) which CLWA may incur in the course of any such cure.

15.06 Remedies Cumulative: The rights, privileges, elections, and remedies of CLWA herein are cumulative and no one of them shall be exclusive of the other, and CLWA shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No provision of this Article shall be deemed to limit or negate CLWA's rights under this Lease to indemnification from CITY for any liability asserted against or imposed upon CLWA, whether before or after termination of this Lease, which liability is based upon matters occurring prior to the termination of this Lease.

ARTICLE 16: CLWA'S DEFAULT

16.01 CLWA's Default: CLWA shall not be in default unless CLWA fails to perform obligations required of CLWA within a reasonable time, but in no event later than thirty (30) days after written notice by CITY to CLWA specifying wherein CLWA has failed to perform such obligation; provided, however, that if the nature of CLWA's obligation is such that more than thirty (30) days are required for performance, then CLWA shall not be in default if CLWA commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

ARTICLE 17: DAMAGE OR DESTRUCTION OF PREMISES

17.01 Partial Destruction: If the improvements on the Premises are partially damaged or destroyed, or should the leasehold improvements be damaged or destroyed by fire, casualty, or hazard, and if damage is so slight as not to interfere substantially with the CITY's use of the Premises, then this Lease shall not terminate but shall continue in full force and effect and there shall be no abatement of rent.

All insurance proceeds collected for destruction of the Premises shall be promptly applied to the cost of repairs and if such insurance proceeds shall be insufficient for such purpose, CITY shall make up the deficiency out of its own funds.

17.02 Total or Substantial Destruction: Termination of Lease: Should there be a total or substantial destruction of the leasehold improvements so that the Premises are rendered unusable, either party shall have the right to terminate this Lease upon written notice within sixty (60) days after the event of total or substantial destruction.

In the event either party elects to terminate this Lease as a result of total or substantial destruction, then CITY shall at its own and sole expense remove all buildings and improvements from the Premises and shall restore the same to their original condition.

ARTICLE 18: SURRENDER OR CANCELLATION

18.01 Redelivery of Premises to CLWA: Upon termination of this Lease for any reason, CITY shall surrender the Premises to CLWA in the same condition in which CITY received them. CITY shall promptly discharge its obligations under this Lease to remove trade fixtures and personal property and to repair any damage which such removals from the Premises may cause. Any personal property of CITY which CITY fails to remove from the Premises as of the date of termination of this Lease shall be deemed abandoned.

18.02 Quitclaim: At the expiration or earlier termination of this Lease, pursuant to Section 4.02 or otherwise, CITY shall execute and acknowledge and deliver to CLWA, within five (5) days after written demand from CLWA to CITY, any quitclaim deed or other document required to remove the cloud of this Lease from the title to the Premises.

ARTICLE 19: CLWA'S ENTRY ON PREMISES

19.01 CLWA and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- A. To determine whether the Premises are in good condition and whether CITY is complying with its obligations under this Lease;
- B. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;
- C. After CITY has abandoned or surrendered the Premises.

CLWA shall conduct its activities on the Premises as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to CITY. CLWA shall at all times give CITY reasonable notice of CLWA's intent to enter the Premises.

ARTICLE 20: QUIET ENJOYMENT

20.01 So long as CITY is not in default under the covenants and agreements of this Lease, CITY shall have quiet and peaceful enjoyment of the Premises for the entire term thereof, subject to all of the provisions of this Lease, and CITY's rights and privileges shall not be disturbed or interfered with by CLWA.

ARTICLE 21: GENERAL PROVISIONS

21.01 Unavoidable Delay: If either party shall be delayed or prevented from the performance of any act required by this Lease, due to unforeseeable causes beyond the party's control and without its fault or negligence, including, but not limited to, acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, action or inaction by other governmental agencies, or other similar magnitude causes (financial inability excepted), it is agreed that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the party shall be extended for the period of such delay, provided, that the party seeking the benefit of the provision of this paragraph shall, within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the delay.

21.02 Waivers: The waiver by CLWA or CITY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

The subsequent acceptance of rent hereunder by CLWA shall not be deemed to be a waiver of any preceding default by CITY of any term, covenant or condition of this Lease, other than the failure of CITY to pay the particular rental so accepted, regardless of CLWA's knowledge of such preceding default at the time of the acceptance of such rent.

21.03 Plats and Riders: Clauses, plats, riders, and addendums, if any, affixed to this Lease are a part thereof.

21.04 Captions: The captions in this Lease are for convenience only, and are not a part of this Lease. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

21.05 Time: Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

21.06 Successors and Assigns: All of the covenants, agreements, conditions, and undertakings contained in this Lease shall extend and inure to, and be binding upon, the heirs, executors, administrators, successors, and lawful, Lease-authorized assigns of the respective parties hereto.

Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation, or governmental authority, other than the parties hereto, any right, claim, or privilege by virtue of any covenant, agreement, condition, or undertaking contained in this Lease.

21.07 Recordation: Neither party shall record this Lease, but a short-form memorandum hereof may be recorded at the request of CLWA.

21.08 Integration: This Lease contains all of the agreements and understandings of the parties with respect to any matter mentioned herein, and supersedes and terminates all prior and contemporaneous agreements between CLWA and CITY with respect to the matters covered in this Lease. This Lease may be modified in writing only, signed by the CLWA and CITY at the time of the modification.

21.09 Severability: The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

21.10 Attorney's Fees: In the event suit be instituted by either of the parties hereto against the other, the prevailing party shall be entitled to recover from the other such sum as the court may deem reasonable as and for attorney's fees.

21.11 Applicable Law: This Lease is made and executed in the State of California and the laws of the State of California shall apply in all cases.

21.12 Relationship of Parties: Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between CLWA and CITY, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between CLWA and CITY other than the relationship of landlord and tenant.

21.13 Number and Gender: In this Lease, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm or association wherever the context so requires.

21.14 Covenants and Conditions: Each provision of this Lease performable by CITY shall be deemed both a covenant and a condition.

21.15 Extra Expenditures: In the event the CLWA shall make any expenditure for which CITY is responsible, then the amount thereof, together with interest at the maximum legal rate then allowed by law, and costs, may, at CLWA's election, be added to and be deemed part of the installment of rent next falling due.

21.16 Notices: All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Lease shall be in writing and shall be served (as an alternative to personal service) only by registered and not certified mail, return receipt requested, and shall be deposited in the United

States mail with postage thereon fully prepaid and addressed to the party so to be served as follows:

To CLWA: Castaic Lake Water Agency
27234 Bouquet Canyon road
Santa Clarita, CA 91350

Attention: Its General Manager

To CITY: City of Santa Clarita
23920 W. Valencia Boulevard
Santa Clarita, CA 91355

Attention: Its City Manager

Service of any such notice or demand so made by registered mail shall be deemed complete and fully effective one day after mailing.

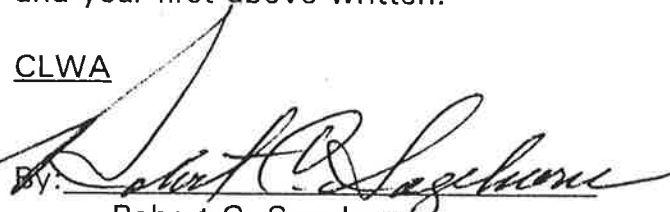
Either party may, from time to time, by notice in writing served upon the other, designate a different mailing address or a different person to which all notices or demands are thereafter to be addressed.

21.17 Authority: If CITY or CLWA is a corporation, trust, or general or limited partnership, or government agency, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

CLWA AND CITY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE EFFECTUATE THE INTENT AND PURPOSE OF CLWA AND CITY WITH RESPECT TO THE PREMISES.

IN WITNESS WHEREOF, the parties have executed this Ground Lease the day and year first above written.

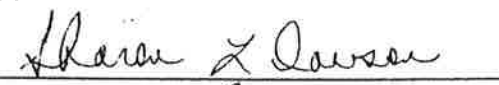
CLWA

By: 
Robert C. Sagehorn
Its General Manager

CITY

By: 
Its _____

Attest:

By: 
Its CITY CLERK

Approved as to Form:


City Attorney

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF SANTA
CLARITA AND THE CASTAIC LAKE WATER AGENCY
RELATIVE TO THE USE OF SITE FOR
PARK AND SPORTS FACILITY PURPOSES

This Memorandum of Understanding ("MOU") is made by and between the City of Santa Clarita ("City") and the Castaic Lake Water Agency ("CLWA") with respect to the proposed use of a site on CLWA property exclusively for park and sports facility purposes. (Map of site attached.)

This MOU is made pursuant to facts, understandings and/or assumptions of City and CLWA as follows:

- CLWA desires a "public use" buffer zone on the site.
- City desires to develop the site, at its own expense, exclusively for park and sports facility purposes which are compatible with CLWA's desire for a public use buffer zone.
- City and CLWA both desire that City commence a community involvement process to assist in the development of a park and sports facility Design Development Plan.
- City and CLWA are jointly committed to an appropriate environmental review process in which City shall serve as lead agency in the preparation of a park and sports facility Design Development Plan for the site.
- City and CLWA jointly pledge to work cooperatively to develop appropriate lease arrangements concerning the site, subject to guidelines and objectives as set forth in this MOU.

NOW, THEREFORE, IT IS AGREED by City and CLWA as follows:

1. Park and Sports Facility Design Development Plan.
 City shall prepare a Design Development Plan of proposed park and sports facility improvements over the entire area of the site. The Design Development Plan shall include phased developments which are scheduled and budgeted for construction. Proposed phasing of increments of park and sports facility development shall be accomplished in a manner compatible with maintenance of dry farming activity on the portions of the site not yet developed for park and sports facility purposes. All City uses of the site shall be compatible with CLWA's security needs for its water treatment operations.

2. Environmental Review of Design Development Plan. City shall be the lead agency in the environmental review of the proposed park and sports facility improvements.

3. Lease of Site and Lease Provisions. The lease of the site shall be prepared by CLWA and submitted by CLWA to City for review and comment by City. The lease shall include all relevant Park and Sports Facility Design Development Plan provisions and shall be consistent with commitments made as part of the environmental review of the Design Development Plan. The lease is intended to include provisions as follows:

- Area Description. The lease shall include a legal description and a map of the site.
- Term: An initial term of fifteen (15) years on the entire site is to be provided, subject to longer terms of lease for portions of the site upon which substantial structures of significant value are constructed.
- Compensation to CLWA. Consideration paid by City to CLWA for the initial lease term shall be \$1,500.00 upon lease execution, as well as compliance with all other terms and conditions of the lease. Provisions for compensation of CLWA beyond the initial lease term are to be negotiated by City and CLWA.
- Development Costs, Operation, and Maintenance. City to pay all development, operation and maintenance costs associated with the park and sports facilities. Detailed site development plans for each phase of site improvements shall be submitted to CLWA a minimum of three (3) months prior to construction to permit CLWA to verify compatibility with its water treatment operation.
- Water Use and Payments. CLWA shall have exclusive groundwater extraction rights on the site. City shall accordingly purchase water for use on the site from authorized retail purveyors, and shall pay to CLWA all facility capacity (connection) fees of CLWA at the time of development of each phase of site improvements.
- Perimeter Fence. City shall construct at City's expense a perimeter fence acceptable to CLWA which surrounds all portions of the site as and when devoted to park and sports facility purposes. Notwithstanding

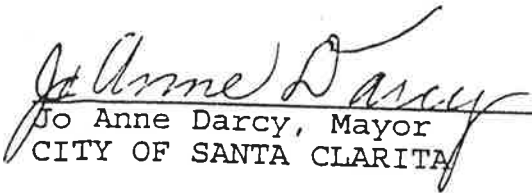
other provisions in the lease, all areas of the site outside of the perimeter fence are to remain in the possession of CLWA or its agents for dry farming "buffer use" purposes, except for a row of trees along the westerly edge of the site which shall be maintained by the City beginning with the commencement of the initial lease term.

- Utilities and Property Access. All utilities are to be underground. CLWA shall reserve in the lease all rights of way or other property interests reasonably needed by CLWA for ultimate development of all remaining CLWA property.
 - Liability and Insurance. City shall indemnify, hold harmless and insure the interests of CLWA with respect to the site.
 - Joint Recognition. A monument sign at the entrance to the site shall recognize the cooperation of City and CLWA with respect to the park and sports facilities. The name of the park shall be acceptable to CLWA.
 - Commercial Activity. Commercial activity is not to be permitted on the site, except as mutually agreed by City and CLWA as being compatible with park and sports facility purposes. A negotiated percentage of any commercial revenue shall be paid by City to CLWA as additional rent.
4. Sewer Service Master Plan. CLWA shall prepare a storm and sanitary sewer master plan for the entire ownership of CLWA's land, and shall identify land areas to be reserved for storm and for sanitary sewers and/or leach fields within the site. City shall incorporate this storm and sanitary sewer master plan into the planning of its park and sports facility master plan. CLWA and City shall share sewer service construction costs on the site in proportion to the capacity required by each.
5. Untreated And/or Reclaimed Water Master Plan. CLWA shall prepare a feasibility study on immediate and longer term use of untreated and/or reclaimed water within the site. City shall design park and sports facilities to permit use of untreated and/or reclaimed water, and shall use untreated and/or reclaimed water on the site to the maximum extent legal and feasible when available.

6. Traffic Signal. Except for any reasonable time extensions granted by City to its signal light construction contractor, City shall within six (6) months of the commencement of the initial lease term install a traffic signal at the current site entrance road which connects with Bouquet Canyon Road unless through the warrant process the City determines it is not legally possible or permissible to install said traffic signal.

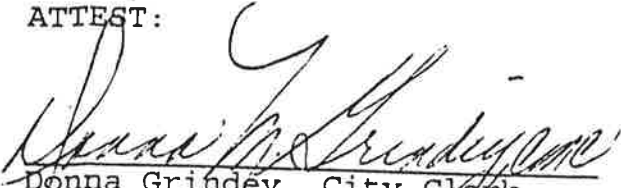
7. Value of Property. City and CLWA shall agree upon the minimum value of the fee interest of CLWA in the leased area, and City shall not acquire that fee interest, if at all, except for a sum not less than that value, subject to escalations as negotiated by City and CLWA unless such acquisition is agreed to by both City and CLWA.

DATED: December 11, 1995


Jo Anne Darcy, Mayor
CITY OF SANTA CLARITA


William C. Cooper, President
CASTAIC LAKE WATER AGENCY

ATTEST:


Donna Grindey, City Clerk
CITY OF SANTA CLARITA 12-11-95

ATTEST:


Linda J. Fleming, Secretary
CASTAIC LAKE WATER AGENCY

APPROVED AS TO FORM:


CITY ATTORNEY



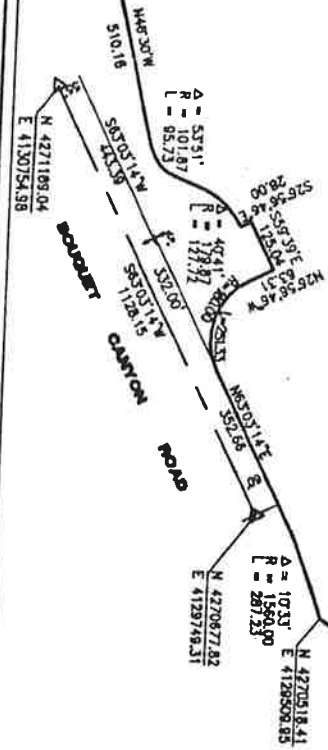
NO SCALE
 Δ = 74°50'
 R = 65.00
 L = 84.80

Δ = 127°28'
 R = 554.50
 L = 120.82

Δ = 75°51'
 R = 50.00
 L = 88.88

FOR CURVE AND SEGMENT DATA BETWEEN
 POINT A AND POINT B, SEE TABLE 1.

SOURCE: RAITRAY & ASSOCIATES INC.
 R & A NO. 8495
 11/15/95



Δ CORNERS AS SHOWN IN MAP FILED IN BOOK 121, PAGE 45,
 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY
 RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

Kennedy/Jenks Consultants

CLWA - CITY OF SANTA CLARITA

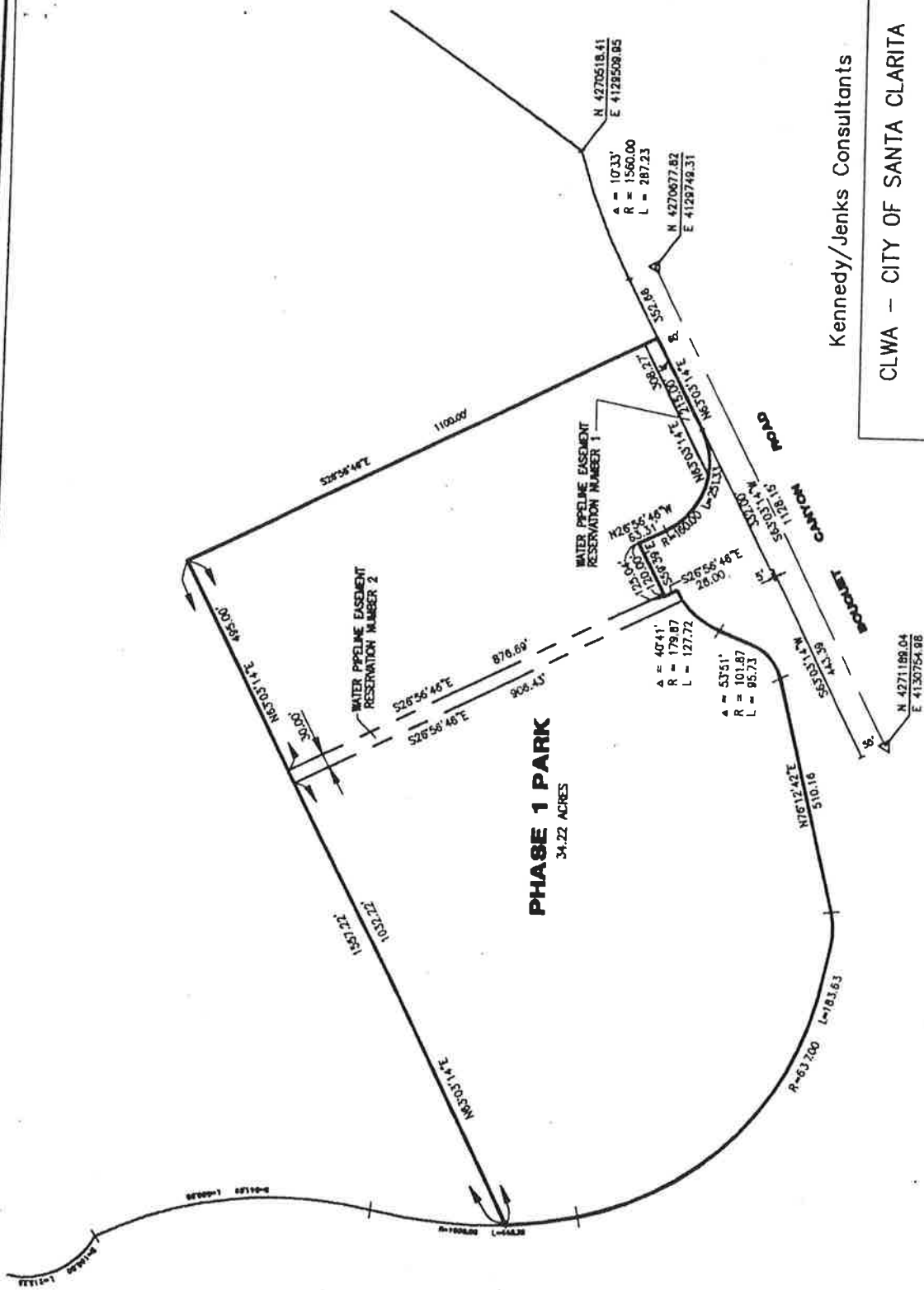
PARK SITE

MAP REFERENCED IN MOU
 DATED DECEMBER 11, 1995

DECEMBER 1996

TABLE 1

CURVE/LINE	RADIUS	LENGTH/DISTANCE	DELTA	DIRECTION
From Point A, C1	11.00'	11.97'	62°21'23"	
C2	80.00'	27.13	19°25'49"	
C3	22.00'	28.50'	74°13'25"	
C4	63.00'	74.22'	67°29'53"	
L1		60.00'		
C5	45.00'	23.03'	29°19'11"	S52°37'59"W
L2		31.00'		
C6	30.00'	34.53'	65°57'18"	S23°18'48"W
L3		34.00'		
C7	70.00'	51.55'	42°11'31"	S89°16'06"W
C8	42.00	45.14'	61°34'54"	
L4		21.00'		
C9	31.00'	43.54'	80°28'04"	N71°20'31"W
C10	69.00'	61.68'	51°12'65"	
C11	35.00'	37.69'	61°42'02"	
C12	33.00'	43.04'	74°43'12"	
C13	290.00'	82.28'	16°15'19"	
C36	150.00'	88.29'	33°43'34"	
L5		84.00'		
C14	40.00'	51.30'	73°29'07"	N26°15'38"W
C15	70.00'	64.23'	52°34'22"	
L6		15.00'		
C16	20.00'	24.92'	71°23'27"	N05°20'53"W
L7		50.00'		
C17	24.00'	26.19'	62°31'27"	S66°02'34"
L8		22.00'		
C18	55.00'	48.56'	50°35'21"	N51°25'59"W
C19	88.00'	49.66'	32°19'50"	
C20	78.00'	65.95'	48°26'31"	
C21	20.00'	26.30'	75°19'48"	
C22	58.00'	30.34'	29°58'35"	
C23	44.00'	41.52'	54°04'17"	
C24	53.00'	80.88'	87°26'27"	
L9		207.5'		
C25	31.00'	48.31'	89°17'17"	S76°51'24"W
L10		48.25'		
C26	65.00'	106.53'	93°54'07"	N12°25'53"W
L11		30.00'		
C27	50.00'	58.24'	66°44'02"	S81°28'14"W
C28	37.00'	26.57'	41°08'24"	
C29	45.00'	34.87'	44°23'32"	
C30	33.00'	31.14'	54°04'17"	
L12		11.00'		
C31	36.00'	36.75'	58°28'58"	S65°33'21"W
C32	28.00'	29.32'	60°00'00"	
C33	50.00'	23.21'	26°35'39"	
C34	220.00'	90.64'	23°36'21"	
C35	80.00'	92.19'	66°01'30"	
L13		40.00'		
C37	170.00'	37.07'	12°29'42"	N30°25'42"W
L14		37.70'		
C38	15.00'	40.15'	153°22'35"	S17°56'00"E
L15		15.00'		
C39	127.52'	159.26'	71°33'26"	N08°41'25"E
C40, to Point B	25.00'	24.34'	55°46'55"	



PHASE 1 PARK
34.22 ACRES



NO SCALE

Kennedy/Jenks Consultants

CLWA - CITY OF SANTA CLARITA

**EXHIBIT B TO
PHASE 1 PARK LEASE**

JANUARY 1997

△ CORNERS AS SHOWN IN MAP FILED IN BOOK 121, PAGE 45,
OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY
RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

SOURCE: RATTRAY & ASSOCIATES INC.
R & A NO. 6495
11/15/85

AMENDMENT NO. 1 TO
GROUND LEASE BY AND BETWEEN
THE CITY OF SANTA CLARITA
AND THE CASTAIC LAKE WATER AGENCY
RELATIVE TO PHASE 1 OF A PROPOSED
PARK AND SPORTS FACILITY PROJECT
OF THE CITY OF SANTA CLARITA

This Amendment No. 1 to the Ground Lease by and between the City of Santa Clarita and the Castaic Lake Water Agency relative to Phase 1 of a proposed Park and Sports Facility Project of the City of Santa Clarita is made as of this 4th day of February, 1997, as follows:

1. All references in Article 4 (generally concerning "Use of Premises") to "25 feet" are hereby deleted, and "36 feet" is hereby substituted therefor in every instance.
2. Article 4 (generally concerning "Use of Premises") is hereby amended by deleting "condition," from line 5 thereof.
3. Article 10 (generally concerning "Exculpation and Hold Harmless") is hereby amended as follows:
 - (a) Section 10.01 is hereby amended by adding language at the end of the first line thereof, after the words "by law," as follows: "and except as provided by Section 10.02 A herein," -- and then continue with the remainder of the sentence.
 - (b) Section 10.02 A. is hereby amended by deleting the words "regardless of any negligence of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, except the sole negligence or willful misconduct of CLWA or its directors, officers, employees, agents, consultants, and/or volunteers;" and substituting therefor the words "regardless of (i) any passive negligence or (ii) any negligence in any way concerning plan approval and/or deemed approval under Article 5 and/or (iii) any liability related to mere ownership of the Premises of or by CLWA or its directors, officers, employees, agents, consultants, and/or volunteers, with the exception of that portion of any judgment, award or decree that is specifically in the judgment, award or decree found to be based upon the sole or active negligence and/or willful misconduct of CLWA or its directors, officers, employees, agents, consultants and/or volunteers;".
 - (c) At the end of the first full paragraph following Section 10.02 C., after the word "volunteers.", a new sentence is added as follows: "Notwithstanding the foregoing sentence, CITY to the fullest

extent permitted by law shall also defend at its own and sole cost, expense and risk all lawsuits, actions or other proceedings brought or instituted against the parties listed in the preceding sentence for which CITY is specifically excluded from having any indemnification and/or hold harmless obligation under Section 10.02 (A) hereof."

- (d) At the end of the second full paragraph following Section 10.02 C., after the words "herein provided.", a new sentence is added as follows: "Notwithstanding the foregoing two sentences, CITY shall have no obligation to pay or satisfy any judgment, award or decree or to make any reimbursements concerning liability that is specifically excluded from the indemnification and hold harmless obligations of Article 10, section 10.02 A. of the Lease."
- (e) In line 4 of the third full paragraph following Section 10.02 C., after the words "received by", add the words "or paid for the benefit of" -- and then continue with the remainder of the sentence.

4. Article 21.17 (generally concerning "Authority") applies to this Amendment No. 1.

CLWA

By: 

Robert C. Sagehorn
Its General Manager

CITY

By: 

Its City Manager

Attest:

By: 

Its CITY CLERK

AMENDMENT NO. 2 TO
GROUND LEASE BY AND BETWEEN
THE CITY OF SANTA CLARITA AND
THE CASTAIC LAKE WATER AGENCY
RELATIVE TO PHASE II OF A PROPOSED
PARK AND SPORTS FACILITY PROJECT
OF THE CITY OF SANTA CLARITA

This Amendment No. 2 to the Ground Lease by and between the City of Santa Clarita and the Castaic Lake Water Agency Relative to Phase II of a Proposed Park and Sports Facility Project of the City of Santa Clarita is made as of this 16th day of DECEMBER, 2002, as follows.


1. Article 1: Lease of Premises, shall be amended by deleting paragraph 1.01 in its entirety and inserting the revised paragraph 1.01 as follows:

“1.01 Premises: CLWA leases to City and City hires from CLWA, for the term, at the rental and upon all of the conditions set forth herein, a parcel of land of approximately 108 acres as described on “EXHIBIT “B”, REVISED, Legal Description Central Park Easement”, attached hereto and incorporated herein by this reference. Such real property is hereinafter referred to as the “Premises”.”

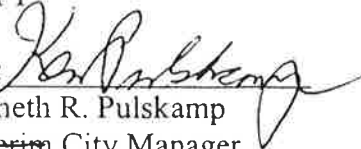
2. Article 2: Term, shall be amended by deleting the first sentence in paragraph 2.01 and in its place insert the revised sentence as follows:

“2.01 Term: The term of the Lease shall be for twenty (20) years, commencing as of the 2nd day of January, 1997, and ending at midnight on the 1st day of January, 2017, unless modified pursuant to the Lease document contemplated by the MOU.”


CLWA

By: 
Dan Masnada
General Manager

CITY

By: 
Keneth R. Pulskamp
Interim City Manager

Attest:

By: 
Sharon L. Dawson
City Clerk

12/16/02

**LEGAL DESCRIPTION
CENTRAL PARK EASEMENT**

A portion of the Rancho San Francisco, in the City of Santa Clarita, County of Los Angeles, State of California, as shown on the Record of Survey recorded October 23, 1990 in Book 121, Pages 44 through 47, inclusive, in the office of the County Recorder of said County, which are more particularly described as follows:

Commencing at the most southwesterly corner of the said Record of Survey, thence; northeasterly along the easterly boundary N. 8°55'37" E. 1,216.06 feet to the **True Point of Beginning**;

1. thence, N. 21°04'21" E. 724.82 feet; thence,
2. N. 34°43'55" E. 1,406.31 feet to a non-tangent curve concave to the northwest having a radius of 1,560.00 feet, a radial to said point bears S. 16°23'48" E.; thence,
3. Northeasterly along said curve through an angle of 10°32'58" a distance of 287.23 feet to a point on a tangent line, a radial to said point bears S. 26°56'46" E.; thence,
4. N. 63°03'14" E. 553.78 feet; thence,
5. S. 26°56'46" E. 157.31 feet; thence,
6. N. 63°03'14" E. 83.08 feet to a tangent curve concave to the northwest having a radius of 115.00 feet, a radial to said point bears S. 26°56'46" E.; thence,
7. Northeasterly along said curve through an angle of 40°41'06" a distance of 81.66 feet to a point on a tangent line, a radial to said point bears S. 67°37'52" E.; thence,
8. N. 22°22'08" E. 75.38 feet to a tangent curve concave to the southeast having a radius of 140.00 feet, a radial to said point bears N. 67°37'52" W.; thence,
9. Northeasterly along said curve through an angle of 53°50'34" a distance of 131.56 feet to a point on a tangent line, a radial to said point bears N. 13°47'18" W.; thence,
10. N. 76°12'42" E. 503.91 feet to a non-tangent curve concave to the southwest having a radius of 1,483.27 feet, a radial to said point bears N. 51°33'27" E.; thence,
11. Southeasterly along said curve through an angle of 36°56'52" a distance of 956.50 feet to a non-tangent curve concave to the north having a radius of 16.00 feet, a radial to said point bears S. 48°18'32" E.; thence,
12. Southwesterly along said curve through an angle of 98°02'51" a distance of 27.38 feet, a radial to said point bears S. 49°44'19" W.; thence,
13. N. 40°15'41" W. 52.16 feet to a tangent curve concave to the southwest having a radius of 49.00 feet, a radial to said point bears N. 49°44'19" E.; thence,

14. Northwesterly along said curve through an angle of $77^{\circ}01'43''$ a distance of 65.88 feet to a compound curve concave to the southeast having a radius of 408.00 feet, a radial to said point bears N. $27^{\circ}17'25''$ W.; thence,
15. Southwesterly along said curve through an angle of $14^{\circ}52'49''$ a distance of 105.96 feet to a reverse curve concave to the northwest having a radius of 120.00 feet, a radial to said point bears S. $42^{\circ}10'13''$ E.; thence,
16. Southwesterly along said curve through an angle of $36^{\circ}59'25''$ a distance of 77.47 feet to a reverse curve concave to the southeast having a radius of 60.00 feet, a radial to said point bears N. $05^{\circ}10'48''$ W.; thence,
17. Southwesterly along said curve through an angle of $86^{\circ}31'41''$ a distance of 90.61 feet, a radial to said point bears S. $88^{\circ}17'31''$ W.; thence,
18. S. $01^{\circ}42'49''$ E. 128.10 feet to a tangent curve concave to the northeast having a radius of 55.00 feet, a radial to said point bears S. $88^{\circ}17'31''$ W.; thence,
19. Southeasterly along said curve through an angle of $77^{\circ}57'28''$ a distance of 74.83 feet to a reverse curve concave to the southwest having a radius of 71.00 feet, a radial to said point bears N. $10^{\circ}20'03''$ E.; thence,
20. Southeasterly along said curve through an angle of $64^{\circ}50'15''$ a distance of 80.35 feet, a radial to said point bears N. $75^{\circ}10'18''$ E.; thence,
21. S. $14^{\circ}49'42''$ E. 44.18 feet to a tangent curve concave to the northwest having a radius of 80.00 feet, a radial to said point bears N. $75^{\circ}10'18''$ E.; thence,
22. Southwesterly along said curve through an angle of $66^{\circ}38'07''$ a distance of 93.04 feet to a reverse curve concave to the southeast having a radius of 85.00 feet, a radial to said point bears N. $38^{\circ}11'35''$ W.; thence,
23. Southwesterly along said curve through an angle of $98^{\circ}18'46''$ a distance of 145.85 feet to a reverse curve concave to the southwest having a radius of 91.00 feet, a radial to said point bears N. $43^{\circ}29'39''$ E.; thence,
24. Southeasterly along said curve through an angle of $56^{\circ}44'03''$ a distance of 90.11 feet, a radial to said point bears S. $79^{\circ}46'18''$ E.; thence,
25. S. $10^{\circ}13'41''$ W. 52.48 feet to a tangent curve concave to the northwest having a radius of 224.00 feet, a radial to said point bears S. $79^{\circ}46'19''$ E.; thence,
26. Southwesterly along said curve through an angle of $64^{\circ}56'38''$ a distance of 253.90 feet to a compound curve concave to the northeast having a radius of 68.00 feet, a radial to said point bears S. $14^{\circ}49'40''$ E.; thence,
27. Northwesterly along said curve through an angle of $77^{\circ}45'44''$ a distance of 92.29 feet, a radial to said point bears S. $62^{\circ}56'04''$ W.; thence,
28. N. $27^{\circ}03'56''$ W. 83.18 feet to a tangent curve concave to the southwest having a radius of 55.00 feet, a radial to said point bears N. $62^{\circ}56'04''$ E.; thence,

29. Northwesterly along said curve through an angle of $76^{\circ}58'26''$ a distance of 73.89 feet, a radial to said point bears N. $14^{\circ}02'22''$ W.; thence,
30. S. $75^{\circ}57'38''$ W. 362.35 feet to a tangent curve concave to the southeast having a radius of 280.00 feet, a radial to said point bears N. $14^{\circ}02'22''$ W.; thence,
31. Southwesterly along said curve through an angle of $88^{\circ}33'46''$ a distance of 432.80 feet to a reverse curve concave to the northwest having a radius of 199.00 feet, a radial to said point bears N. $77^{\circ}23'52''$ E.; thence,
32. Southwesterly along said curve through an angle of $54^{\circ}29'16''$ a distance of 189.25 feet to a compound curve concave to the northwest having a radius of 113.00 feet, a radial to said point bears S. $48^{\circ}06'52''$ E.; thence,
33. Southwesterly along said curve through an angle of $59^{\circ}29'50''$ a distance of 117.34 feet to a reverse curve concave to the northwest having a radius of 235.00 feet, a radial to said point bears N. $11^{\circ}22'58''$ E.; thence,
34. Southwesterly along said curve through an angle of $24^{\circ}09'27''$ a distance of 99.08 feet to a compound curve concave to the southeast having a radius of 66.00 feet, a radial to said point bears N. $12^{\circ}46'29''$ W.; thence,
35. Southwesterly along said curve through an angle of $52^{\circ}37'28''$ a distance of 60.62 feet to a compound curve concave to the northeast having a radius of 115.00 feet, a radial to said point bears N. $65^{\circ}23'58''$ W.; thence,
36. Southeasterly along said curve through an angle of $65^{\circ}21'46''$ a distance of 131.19 feet to a reverse curve concave to the southwest having a radius of 506.00 feet, a radial to said point bears N. $49^{\circ}14'17''$ E.; thence,
37. Southeasterly along said curve through an angle of $19^{\circ}50'11''$ a distance of 175.18 feet to a compound curve concave to the northwest having a radius of 86.50 feet, a radial to said point bears N. $69^{\circ}04'27''$ E.; thence,
38. Southwesterly along said curve through an angle of $83^{\circ}09'02''$ a distance of 125.53 feet to a compound curve concave to the northeast having a radius of 221.56 feet, a radial to said point bears S. $27^{\circ}46'31''$ E.; thence,
39. Northwesterly along said curve through an angle of $77^{\circ}05'41''$ a distance of 298.13 feet to a reverse curve concave to the southwest having a radius of 105.00 feet, a radial to said point bears N. $49^{\circ}19'10''$ E.; thence,
40. Northwesterly along said curve through an angle of $32^{\circ}20'41''$ a distance of 59.27 feet to a compound curve concave to the southeast having a radius of 223.00 feet, a radial to said point bears N. $16^{\circ}58'29''$ E.; thence,
41. Southwesterly along said curve through an angle of $65^{\circ}29'11''$ a distance of 254.88 feet, a radial to said point bears N. $48^{\circ}30'42''$ W.; thence,
42. S. $41^{\circ}29'18''$ W. 143.59 feet to a tangent curve concave to the southeast having a radius of 300.00 feet, a radial to said point bears N. $48^{\circ}30'42''$ W.; thence,

43. Southwesterly along said curve through an angle of 25°40'12" a distance of 134.41 feet to a reverse curve concave to the northwest having a radius of 178.00 feet, a radial to said point bears S. 74°10'54" E.; thence,
44. Southwesterly along said curve through an angle of 70°40'47" a distance of 219.58 feet to a compound curve concave to the northeast having a radius of 98.00 feet, a radial to said point bears S. 03°30'08" E.; thence,
45. Northwesterly along said curve through an angle of 85°09'41" a distance of 145.66 feet, a radial to said point bears S. 81°39'33" W.; thence,
46. N. 08°20'27" W. 205.26 feet to a tangent curve concave to the southwest having a radius of 53.00 feet, a radial to said point bears N. 81°39'33" E.; thence,
47. Northwesterly along said curve through an angle of 77°07'30" a distance of 71.34 feet, a radial to said point bears N. 04°32'03" E.; thence,
48. N. 85°27'57" W. 218.66 feet to a tangent curve concave to the northeast having a radius of 320.00 feet, a radial to said point bears S. 04°32'03" W.; thence,
49. Northwesterly along said curve through an angle of 36°46'21" a distance of 205.38 feet, a radial to said point bears S. 41°18'24" W.; thence,
50. N. 48°41'36" W. 138.59 feet; thence,
51. N. 22°46'38" W. 100.97 feet to the easterly boundary of said Record of Survey and the **True Point of Beginning**.

Containing: 4,590,800 square feet, more or less.

All as shown on exhibit "B" attached hereto and by this reference made a part thereof.

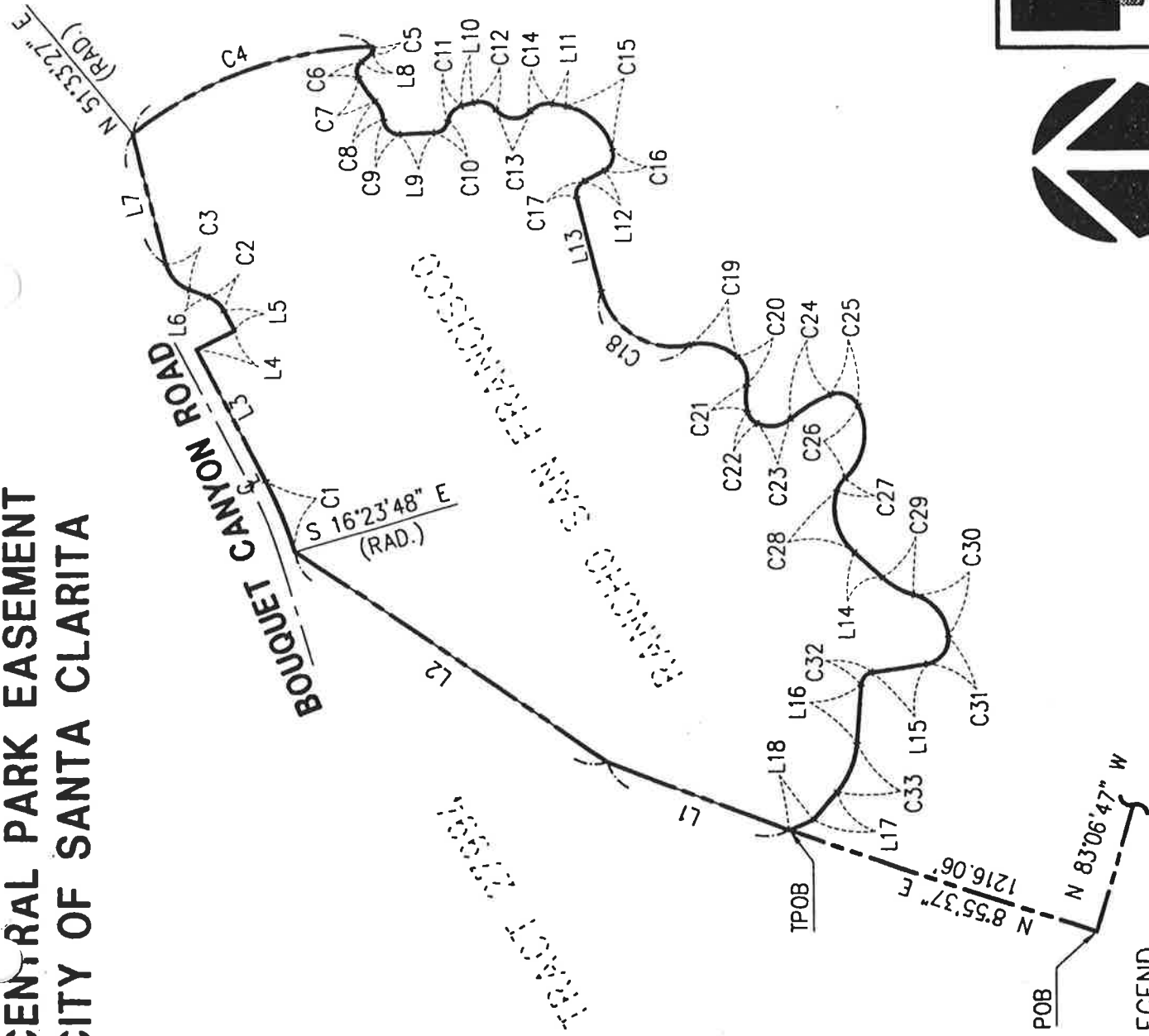
Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

Prepared under the supervision of:

Richard A. Moore 9/25/02
 Richard A. Moore, RCE 23971 Date
 Expires: 12/31/01



CENTRAL PARK EASEMENT CITY OF SANTA CLARITA



SEE SHEET 2 FOR LINE/CURVE TABLES



SCALE: 1" = 600'

LEGEND

TPOB TRUE POINT OF BEGINNING
 POB POINT OF BEGINNING



**CIVIL
 ENGINEERING
 LAND
 SURVEYING**

1100 S. COAST HWY., #318
 LAGUNA BEACH, CA 92651
 PH: 949-376-6407
 FAX: 949-376-6417

Richard A. Moore
 RICHARD A. MOORE, RCE 23971 DATE 9/25/02

CENTRAL PARK EASEMENT CITY OF SANTA CLARITA

LINE TABLE

LINE	LENGTH	BEARING
L1	724.82	N21°04'21"E
L2	1406.31	N34°43'55"E
L3	553.78	N63°03'14"E
L4	157.31	N26°56'46"W
L5	83.08	N63°03'14"E
L6	75.38	N22°22'08"E
L7	503.91	N76°12'42"E
L8	52.16	N40°15'41"W
L9	128.10	N01°42'29"W
L10	44.18	N14°49'42"W
L11	52.48	N10°13'41"E
L12	83.18	N27°03'56"W
L13	362.35	N75°57'38"E
L14	143.59	N41°29'18"E
L15	205.26	N08°20'27"W
L16	218.66	N85°27'57"W
L17	138.59	N48°41'36"W
L18	100.97	N22°46'38"W

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS
C1	10°32'58"	287.23	1560.00
C2	40°41'06"	81.66	115.00
C3	53°50'34"	131.56	140.00
C4	36°56'52"	956.50	1483.27
C5	98°02'51"	27.38	16.00
C6	77°01'43"	65.88	49.00
C7	14°52'49"	105.96	408.00
C8	36°59'25"	77.47	120.00
C9	86°31'41"	90.61	60.00
C10	77°57'28"	74.83	55.00
C11	64°50'15"	80.35	71.00
C12	66°38'07"	93.04	80.00
C13	98°18'46"	145.85	85.00
C14	56°44'03"	90.11	91.00
C15	64°56'38"	253.90	224.00
C16	77°45'44"	92.29	68.00
C17	76°58'26"	73.89	55.00

CURVE	DELTA	LENGTH	RADIUS
C18	88°33'46"	432.80	280.00
C19	54°29'16"	189.25	199.00
C20	59°29'50"	117.34	113.00
C21	24°09'27"	99.08	235.00
C22	52°37'28"	60.62	66.00
C23	65°21'46"	131.19	115.00
C24	19°50'11"	175.18	506.00
C25	83°09'02"	125.53	86.50
C26	77°05'41"	298.13	221.56
C27	32°20'41"	59.27	105.00
C28	65°29'11"	254.88	223.00
C29	25°40'12"	134.41	300.00
C30	70°40'47"	219.58	178.00
C31	85°09'41"	145.66	98.00
C32	77°07'30"	71.34	53.00
C33	36°46'21"	205.38	320.00



Richard A. Moore 9/25/02

**CIVIL
ENGINEERING
LAND
SURVEYING**

1100 S. COAST HWY., #318
LAGUNA BEACH, CA 92651
PH: 949-376-6407
FAX: 949-376-6417

RICHARD A. MOORE, RCE 23971 DATE

CITY OF SANTA CLARITA
INTEROFFICE MEMORANDUM

TO: Ken Pulskamp, City Manager

FROM: Rick Gould, Director of Parks, Recreation, and Community Services 

DATE: December 2, 2002

SUBJECT: CENTRAL PARK LEASE AGREEMENT - AMENDMENT NO. 2

Attached please find the original documents for Amendment No. 2 of the Central Park lease between the City of Santa Clarita and the Castaic Lake Water Agency. The original lease agreement was approved by the City Council and signed in January 1997 and was a 15-year lease for approximately 34 acres of property. This amendment is an administrative procedure similar to Amendment #1 that changes the following items:

1. The term of the lease will be changed from 15 years to 20 years.
2. The easement boundary will be changed from approximately 34 acres to include 108 acres.

Once both originals have been signed, please return to our office so that we can deliver one executed original to the Castaic Lake Water Agency. I am available if you have any questions regarding this matter.

Thank you.

RG:WW:mpl
Phadmin\Castaic Lake Water Ag.\LeaseMemo11-28-02.doc

**AMENDMENT NO. 3 TO THE GROUND LEASE BY AND BETWEEN
THE CITY OF SANTA CLARITA AND
THE CASTAIC LAKE WATER AGENCY
RELATIVE TO CENTRAL PARK SPORTS FACILITY**

This Amendment No. 3 to that certain Ground Lease is entered into as of 12/21/07, by and between the CITY OF SANTA CLARITA ("City") and the CASTAIC LAKE WATER AGENCY ("CLWA") Relative to Central Park Sports Facility made January 2, 1997, as amended February 4, 1997 and December 16, 2002 (the "Ground Lease").

RECITALS

- A. On or about December 11, 1995, the City and CLWA entered into the Memorandum of Understanding By and Between the City of Santa Clarita and the Castaic Lake Water Agency Relative to the Use of Site for Park and Sports Facility Purposes (the "MOU"), which provided a basis for the Ground Lease.
- B. The MOU provides for two phases of the Ground Lease: Phase 1 for 34.22 acres and Phase 2 for the balance of the 108 acres.
- C. The MOU provides for different terms and conditions which apply upon commencement of Phase 2 of the Ground Lease.
- D. City now has asked that the term of the Ground Lease be extended to allow City to receive certain grant funds.
- E. City's compliance with the terms and conditions of the MOU constitutes material consideration for CLWA's execution of the Ground Lease and the extension of its term and the parties agree that additional specificity is needed regarding certain terms and conditions to address issues which have arisen with development of the park by City, which issues include, but are not limited to, security, commercial uses and uses of the park for other non-park purposes (such as City vehicle maintenance), fencing, and coordinating with CLWA of uses of and improvements to the park.

NOW, THEREFORE, the parties agree as follows:

- 1. Section 1.03 shall be added to read as follows:

In order for the parties to coordinate the use of the park under the Ground Lease, and recognizing that the park is developing and changing, the parties shall meet at least annually to discuss the provisions of this Ground Lease and specifically of this Amendment No. 3. Such meeting shall occur between July 1 and October 1 of each year and shall include the General Manager, the City Manager or designated senior staff representative of each agency. In the event of any dispute between the parties as to the interpretation or enforcement of the Ground Lease, the parties shall meet as set out herein to try to resolve their differences.

2. Section 1.04 shall be added to read as follows:

City has utilized three areas located on the east end of the Ground Lease, which use encroaches onto property not included within the Ground Lease. The City has used such areas for Frisbee golf and temporary storage. The parties agree that such use has not given rise to any rights on the part of City and has been with the consent of CLWA. From and after the date of this amendment, such use shall be limited to Frisbee golf and temporary use for storage of supplies, equipment, and plant material. City explicitly agrees that any such use has been, is and will be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of CLWA. In the event that CLWA needs to utilize this area in the future, CLWA shall provide the City with ninety (90) days prior written notice to remove or relocate the temporary use.

3. Section 2.01 shall be deleted and replaced by the following:

Term. The term of this Lease commenced on January 2, 1997 and, subject to extension or sooner termination as provided below, shall expire at midnight on January 1, 2023. The term of this Lease shall be automatically extended for a period of one year on January 1 of each year, commencing on January 1, 2008, unless before January 1 of any year (i) the City has failed or refused to meet with CLWA during the time periods set out in Section 1.03 of this Lease (in which case the term of this Lease shall no longer be subject to further automatic extensions), or (ii) after such meeting, either CLWA or the City provides the other with written notice that it is terminating the automatic Lease extension either (1) for the upcoming January 1 only (in which case the term of this Lease shall be subject to further automatic extensions on each January 1 subsequent to the upcoming January 1), or (2) for the remaining term of this Lease (in which case the term of this Lease shall no longer be subject to further automatic extensions).

Notwithstanding the provisions of this Section to the contrary, this Lease shall terminate upon execution by CLWA and the City of any further lease of the property, or if the City violates use restrictions set forth in Article 4 hereof, or otherwise as provided in this Lease."

4. Section 4.03, Section G shall be amended to read as follows:

G. Use of Parking Areas: City is not to construct any parking lot having, in the judgment of CLWA, the configuration of a road, nor to convert any parking lot, once constructed, into a road. (Parking lots which are long and narrow shall be presumed to have the configuration of a road.) From and after the date of this Amendment No. 3 to the Ground Lease, City shall use the parking areas and physically may expand such parking areas consistent with the intent of the Master Plan and as set forth in Exhibit A. City may intensify the use of such parking areas to serve the existing and proposed activity center and shall continue to utilize them only for (1) guest vehicles; (2) vehicles belonging to park staff; or (3) for parking and storage of City park maintenance vehicles adjacent to the maintenance facility. There will be no on-site fueling or maintenance of such vehicles and no inoperative vehicles. To the extent that CLWA becomes concerned that such use either impacts on its security or use of its property, or interferes with the function as a park, CLWA will raise such issues for resolution at the meeting set out in Section 1.03 above.

5. Section 4.03 shall be amended to add subsections I through N to read as follows:

I. Development Costs, Operation and Maintenance. City shall pay all development, operation and maintenance costs associated with the park and sports facilities. Detailed site development plans for each Phase of site improvements shall be submitted to CLWA a minimum of three (3) months prior to construction to permit CLWA to verify compatibility with its facilities. Such improvements shall not be constructed until such verification is received from CLWA, which verification shall not be unreasonably withheld.

J. Water Use and Payment. CLWA shall have exclusive groundwater extraction rights on the site. City shall purchase water for use on the site from the appropriate authorized retail purveyor, and shall pay CLWA all facility capacity (connection) fees of CLWA at the time of development of each phase of site improvements. The City will continue to design and construct future phases of the park to allow for the maximum possible use of recycled water when available and in compliance with any and all applicable city, county and state recycled water and conservation requirements.

K. Perimeter Fence. City at its sole expense shall add perimeter fencing to CLWA's reasonable specifications when future phases of the park are developed and shall provide monitors and/or security personnel as necessary to protect CLWA's property and operations during City or City-sponsored activities which may occur outside the fenced area or on City property adjacent to unfenced CLWA property.

L. Utilities and Property Access/Security. All utilities are to be underground. CLWA reserves any and all rights of way or other property interests needed for the benefit of its property for its operations.

On or before December 31, 2010, City and CLWA shall discuss the issue of non-vehicular access from Newhall Ranch Road to the park, if any, and, if access is to be granted, shall agree on a method to be implemented by City to manage and control such access. The agreement shall include the City's commitment to security measures reasonably acceptable to CLWA to be implemented and maintained by City at its sole expense. No access shall be granted until appropriate security measures acceptable to CLWA are in place.

In addition, and with the approval of CLWA, City shall provide and maintain appropriate traffic control devices and signage to direct those exiting the park to stop and yield to those turning onto the CLWA access road.

M. Commercial Activity. Notwithstanding any other provision of this Ground Lease, and consistent with the provisions of the MOU, commercial activity is not to be permitted on the site, except as mutually agreed in advance by City and CLWA as being compatible with and incidental to park and sports facility purposes.

1. Existing Commercial Uses: As of the date of this Amendment No. 3, the following commercial uses exist on the site which uses were not agreed upon in advance by CLWA.

Lamppost Pizza

Notwithstanding, CLWA consents to this use only at the level and size as of the date of this Amendment No. 3.

2. Future Commercial Uses: In the future, the City may consider commercial activities related to park uses by third-party private concessionaires. Because of the varying nature of each of these activities, City shall meet with CLWA in advance of approving such commercial activity to determine what conditions, if any, are necessary in relation to such activity and what percentage of receipts, if any, shall be owing to CLWA. Such approval by CLWA shall be on a case-by-case basis and shall not be unreasonably conditioned or withheld. Any use carried out without prior consent shall be considered a violation of this Lease.

N. Off-Leash Dog Area. Subject to the conditions and for the temporary period set out here, City may operate an off-leash dog area in the passive recreation area located on the south end of the boundary of the leased property. Such operation shall include installation of chain link fencing around the perimeter of the area, benches and drinking fountains (human and canine). City shall be responsible for any and all costs of such installation (including extension of water lines, lighting and so forth). In addition, City shall at all times maintain the area in a safe and clean condition and provide for the necessary security and supervision. Such use shall be reevaluated by the City and CLWA by October 1, 2009. Upon termination of the use, City shall remove any and all improvements and return the area and its landscaping to a clean and attractive condition.

6. Section 7.01, second paragraph, shall be amended to read as follows:

City, its agents, employees and contractors shall have the right to enter the park with personnel, trucks, equipment, and machinery at all hours of the day or night of each and every day of the year for the purpose of inspecting, maintaining, servicing, repairing, replacing, or protecting the park. City may perform minor equipment maintenance on small equipment, such as mowers, blowers, edgers, and other similar park equipment within the designated maintenance area at Central Park, and is subject to controls on the spill of oil, gasoline, etc.

7. Section 10.03 hereby is added to read as follows:

10.03 Indemnification for Hazardous Waste Release. City personally assumes and agrees to indemnify, defend, and hold CLWA harmless from and against all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal on or from the leased property, by or for the benefit of the City, on or after the time of execution hereof, of any hazardous substance, hazardous material, hazardous waste, pollutant, contaminant, or related material ("Hazardous Materials"), including, without limitation, the cost of any required or necessary studies or investigations, repair, cleanup, detoxification, or other remedial action, and the preparation and execution of any closure or other required plans. For the purposes of this covenant of indemnity, Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substance" or "pollutant or contaminant" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (41 U.S.C. Section 9601, et seq.), by the California Health and Safety Code ("H&S"), including Sections 25115, 25117, 25120.2, 25122.7; and by 40 CFR 261.1, et seq.; and shall include any volatile organic compounds ("VOCs") (H&S Section 25123.6).

8. Section 11.02 shall be added to read as follows:

11.02 The City and CLWA shall agree to a signage program for City Signage in the park. Signage which deviates from that program will be removed at City expense

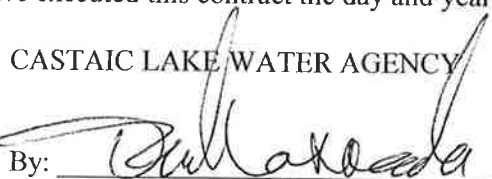
9. Section 14.01 (D) shall be amended to read as follows:

D. The failure by City to observe any of the covenants, conditions or provisions of this Lease to be observed or performed by City, where such failure shall continue for a period of ten (10) days after written notice hereof from CLWA to City, provided, however, that if the nature of City's default is such that more than ten (10) days are reasonably required for its cure, then City shall not be deemed to be in default if it commences such cure within said 10-day period and thereafter diligently prosecutes such cure to completion.


10. Except as modified by this Amendment No. 3, all other terms and conditions of the Ground Lease (as amended) shall remain the same.

11. In consideration of the changes to the Ground Lease set out here, the City forgives and releases any obligation of CLWA to replace, repair or construct the trail fencing referred to in the MOU by and between the City of Santa Clarita and the Castaic Lake Water Agency Relative to the Grant of Easements and Construction of the Sand Canyon Pipeline within the City Trail System dated June 16, 2004.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year set forth above.

CASTAIC LAKE WATER AGENCY
By: 
DAN MASNADA, General Manager


ATTEST:

By: 
APRIL JACOBS, Secretary

CITY OF SANTA CLARITA

By: 
KEN PULSKAMP, City Manager

ATTEST:

By: 
SHARON L. DAWSON, City Clerk

Approved as to form

[This page intentionally left blank.]

Exhibit B5

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

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

4. Section 4.03(M)(2) is amended to read as follows: Future Commercial Uses: Because of the varying nature of commercial activities relating to park uses by third-party private concessionaires, the City shall meet with the Agency in advance of approving and/or undertaking such commercial activities on the Premises to determine what conditions, if any, are necessary in relation to such activities and what percentage of receipts, if any, shall be paid to the Agency. Such approval by the Agency shall be on a case-by-case basis and shall not be unreasonably conditioned or withheld. Any use carried out without prior consent shall be considered a violation of the Ground Lease and its amendments. The City explicitly agrees that any such use has been, is and will be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of the Agency and general public.

5. Section 4.03 is amended to add the below subsection O to read as follows: Trails: The City is considering installing bike and cross-country trails on the Premises. The installation of such bike and cross-country trails is agreed to be a permitted use of the Premises and is hereby approved. The City shall be responsible for any and all costs relating to such installation (including extension of water lines, lighting and so forth). In addition, the City at its own cost shall maintain and operate the trails and trail areas in a safe and clean condition and manner and

provide for the necessary security. The City explicitly agrees that any such uses shall be covered by the indemnification and insurance provisions in this Ground Lease (as amended) for the protection of the Agency and the general public. Upon termination of the use, the City shall remove any and all improvements and return the area and its landscaping to a clean and attractive condition. The above-mentioned cross-country trail will be configured such that it will join the existing cross-country trail currently used by the City pursuant to the License Agreement, a copy of which is attached hereto as EXHIBIT C. The City and the Agency agree that the License Agreement shall have a term which runs concurrently with the term of the Ground Lease (as such term may hereafter be extended), and that Section 4 (TERMINATION) of the License Agreement is deleted and intentionally left blank. The City is also considering the installation of an exercise and access staircase that will encroach on the Premises. The installation and maintenance of said staircase is not a use permitted by the Ground Lease and its amendments, but rather a use that is being permitted concurrently herewith by an independent license between the City and the Agency, a copy of which is attached hereto as EXHIBIT D. Traditional golf course and related uses are also not permitted on the Premises by the Ground Lease and its amendments. Frisbee golf, however, shall continue to be a permitted use as provided for in Section 1.04 of the third amendment to the Ground Lease.

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

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

CITY OF SANTA CLARITA

SANTA CLARITA VALLEY WATER AGENCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

CENTRAL PARK LEASE AREA EASEMENT

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

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

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

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

NORTH 21°04'21" EAST 724.82 FEET;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 111.909 ACRES, MORE OR LESS



Michael A. Kennada

03/26/22

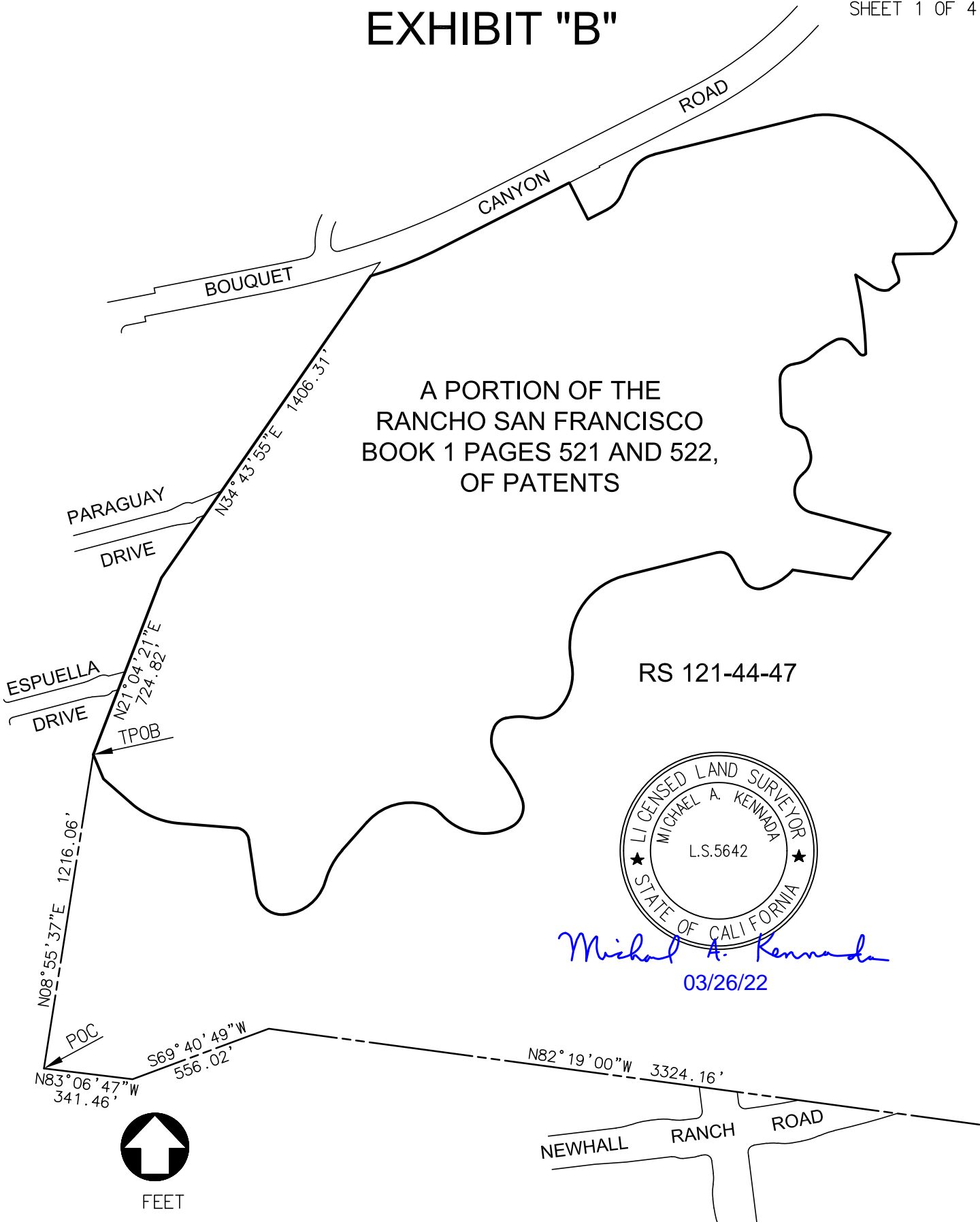
EXHIBIT "B"

A PORTION OF THE
RANCHO SAN FRANCISCO
BOOK 1 PAGES 521 AND 522,
OF PATENTS

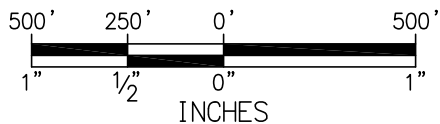
RS 121-44-47



Michael A. Kennada
03/26/22



FEET



LEGEND

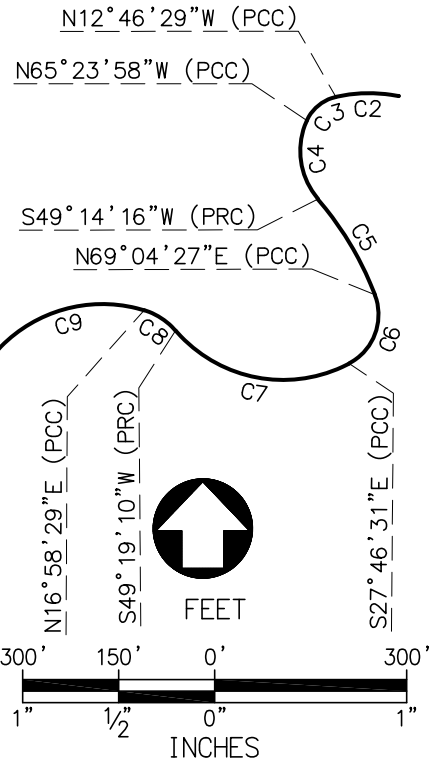
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING

EXHIBIT "B"

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

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

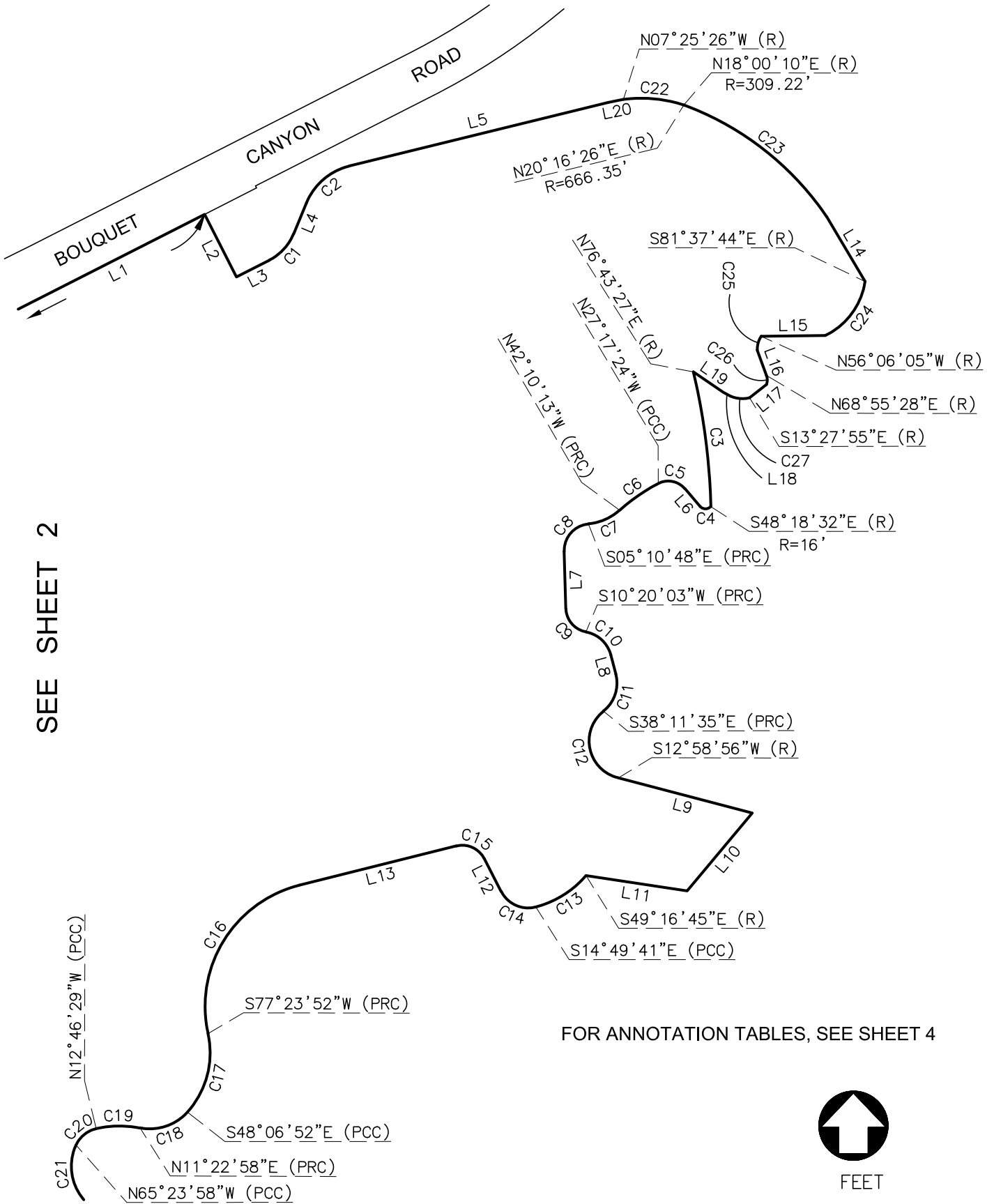
BOUQUET
CANYON
ROAD
L1
S16°23'48"E (R)
N34°43'55"E 1406.31'
PARAGUAY DRIVE
724.82'
ESPUELLA DRIVE
N21°04'21"E
TPOB
L5
L4
L3
L2
L1
N08°55'37"E 1216.06'



LEGEND
TPOB TRUE POINT OF BEGINNING
84

SEE SHEET 3

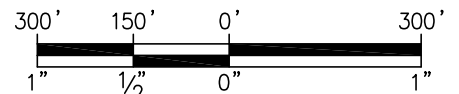
EXHIBIT "B"



FOR ANNOTATION TABLES, SEE SHEET 4



FEET



INCHES

EXHIBIT "B"

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

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

10-00412

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

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

RECITALS

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

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

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

AGREEMENT

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

2. **USE OF PROPERTY.**

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

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

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

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

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

4. **TERMINATION.**

A. CLWA or City may terminate this License at any time with or without cause, upon written notification. Termination shall be effective upon 45 days notice, unless specified otherwise.

B. By executing this document, the Parties waive any and all claims for damages that might otherwise arise from either Party's termination under this Section.

C. Upon termination of this License, CITY shall remove all personal property, improvements and appurtenances from the Property no later than thirty (30) days after the effective termination date in Section 4.A above. The Property shall be left in a clean and orderly condition. Should CITY not remove all personal property, improvements and appurtenances from Property within such thirty (30) days, CLWA may remove such items at the cost of the CITY, which shall be paid to CLWA by CITY within forty five (45) days of receipt of written invoice from CLWA. This provision shall survive the termination of this License.

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

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

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

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

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

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

10. **INDEMNIFICATION.**

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

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

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

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

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

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

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

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

11. INSURANCE.

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

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

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

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

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

requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

satisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLWA at:
Castaic Lake Water Agency
27234 Bouquet Canyon Road

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

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

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

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

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

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

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

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

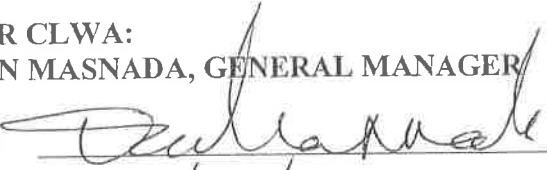
24. **CONFLICT OF INTEREST.** CITY shall comply with all conflict of interest laws and regulations including.

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


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

FOR CLWA:
DAN MASNADA, GENERAL MANAGER

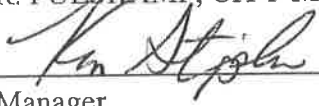
BTF

By: 
Date: 9/23/10

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

By: 
Date: 9-23-10

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

By: 
City Manager

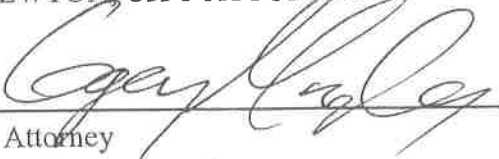
Date: 9/27/10

ATTEST:

By: 
City Clerk

Date: 10/1/10

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

By: 
City Attorney

Date: 9/23/10

EXHIBIT "A"
LEGAL DESCRIPTION

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

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

TRAIL 1

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

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

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

TRAIL 2

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

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

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

TRAIL 3

BEGINNING AT THE POINT OF BEGINNING OF TRAIL 1 ABOVE;

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

TRAIL 4

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

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

THE SIDELINES OF TRAIL 4 SHALL BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID NORTHERLY LINE.

TRAIL 5

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

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

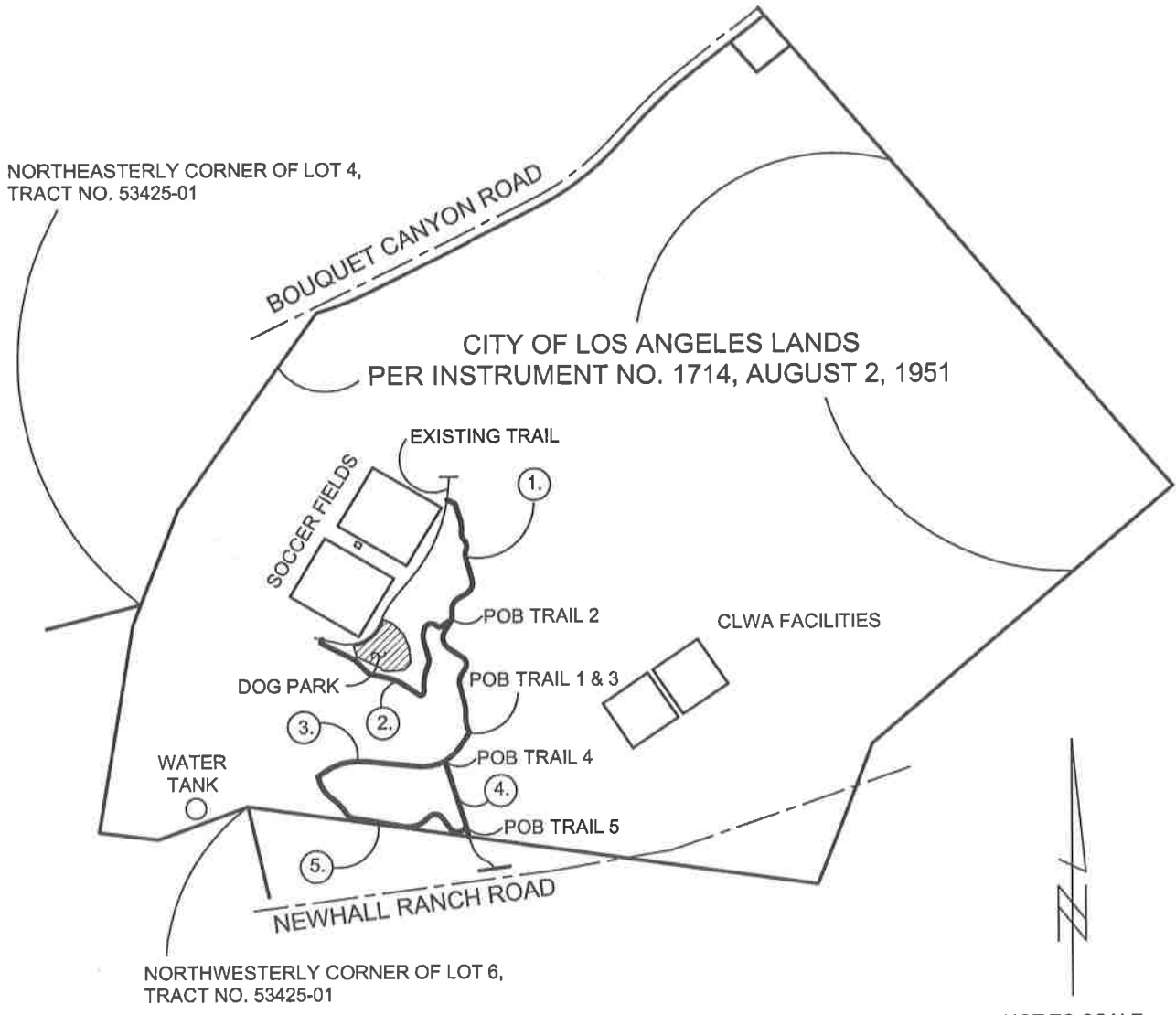
TRACT NO. 27994 FILED IN BOOK 722 PAGES 87 THROUGH 90, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY IS THE BASIS OF BEARINGS FOR THESE LEGAL DESCRIPTIONS.



DATED MAY 19, 2011

EXHIBIT "B"

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



① INDICATES TRAIL NUMBER AND CORRESPONDS TO DESCRIPTIONS ON EXHIBIT "A"



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



City of **SANTA CLARITA**
Central Park
Exhibit C

Lease Expansion 1



Lease Expansion 2



License Expansion 3



Legend

- Cross Country Trail
- Stairs
- Current Fence
- Central Park
- Proposed Fences 3

0 100 200 400 Feet

103

Allerial photos are a courtesy of Google provided pursuant to the License Agreement for Google Maps (L.A. 04-001) and Google Maps (2005).
 The City of Santa Clarita does not warrant the accuracy of the data or information, or the absence of any errors or omissions.

[This page intentionally left blank.]



July 7, 2022

Recommend Approval to Execute Amendment No. 4 to the Ground Lease by and Between the City of Santa Clarita and SCV Water Relative to Central Park

**Engineering and Operations
Committee**

Location Map



Amendment No. 4

- Recital D - Identifies the SANTA CLARITA VALLEY WATER AGENCY as the successor in interest to the CASTAIC LAKE WATER AGENCY (“CLWA”)
- Section 1.01 – Expansion of the Lease Area for the Disc Golf course and the City Yard
- Section 1.03 – Specifies that the annual meeting as set forth per Amendment No. 3 between the City and SCV Water is now specific to Amendment No. 4
- Section 2.01 – Extends term to January 1, 2038
- Section 4.03(M)(2) – Takes into account future commercial activities of concessions
- Section 4.03 (O) – Amends 2010 Trail license to add the Cross Country Trails and references future bike trail project, which will be a separate license agreement in the future.
- Section 6.02 – City to give notification for maintenance of existing improvements
- Section 11.03 – City is not permitted to erect additional memorials/commemorative signage.



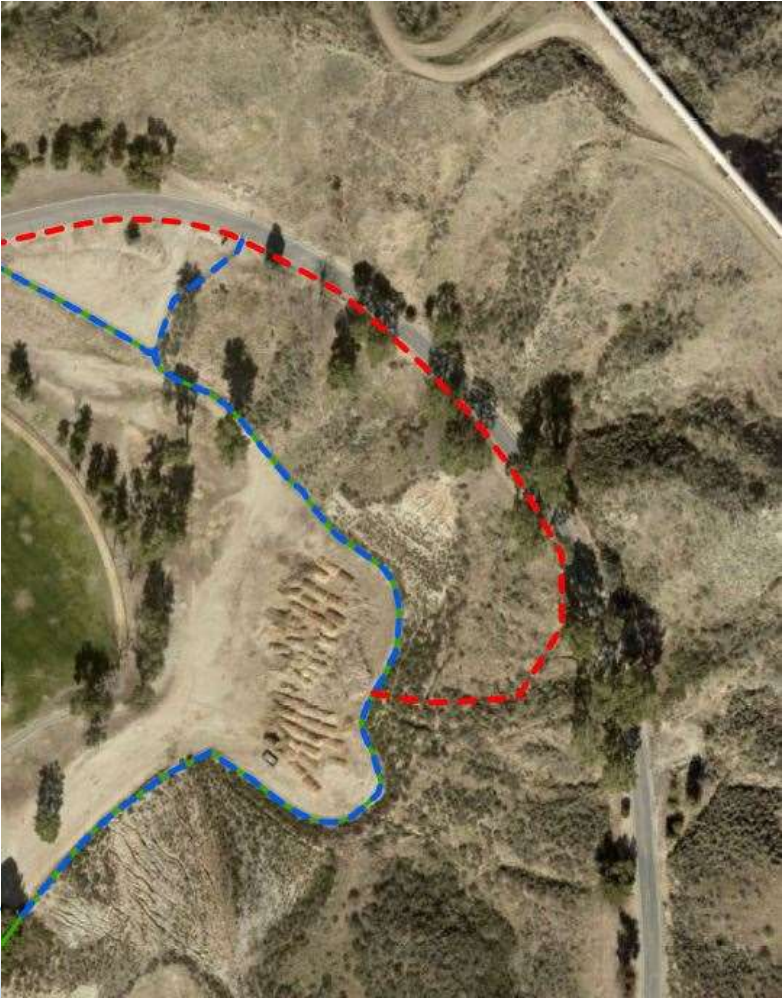
Existing Lease Area and Proposed Lease Area



YOURSCVWATER.COM



Proposed Lease Expansion 1 - Disc Golf



Proposed Lease Expansion 2 - City Yard



Proposed License Expansion 3 - Exercise Staircase



YOURSCVWATER.COM



Trails License Amendment No. 1



YOURSCVWATER.COM



Recommendation

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

- Approve Amendment No. 4 to the Ground Lease by and between the City of Santa Clarita and SCV Water relative to Central Park.



[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 21, 2022

TO: Engineering and Operations Committee

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

SUBJECT: Recommend Approval of a Resolution Authorizing SCV Water to Execute a Quitclaim Deed – Partial Release of Easement to Wal-Mart Real Estate Business Trust and to Designate Authorized Representative

SUMMARY

Wal-Mart Real Estate Business Trust (Wal-Mart) has requested a portion of an easement to be quitclaimed back to them for a building expansion project. Wal-Mart is the fee owner of the underlying property and originally granted the easement to the Valencia Water Company, a predecessor in interest to the Santa Clarita Valley Water Agency (SCV Water).

DISCUSSION

As indicated above, SCV Water's predecessor-in-interest, the Valencia Water Company, acquired an easement on property owned by Wal-Mart, attached as "Exhibit A" to the proposed Resolution.

Wal-Mart has proposed a six hundred and twenty-one (621) square foot building expansion. The proposed building would be expanded on one side of an existing fire hydrant and would encroach one (1) foot into SCV Water's current twenty (20) foot easement that is centered on the fire hydrant.

Wal-Mart has requested that SCV Water release through quitclaim deed a forty-five (45) square foot portion of the current easement for construction purposes. This will reduce the existing twenty (20) foot wide easement to a fifteen (15) foot wide easement around the existing fire hydrant. SCV Water's current Standard Specifications for Construction require a ten foot (10) wide easement. Releasing this portion of the easement back to Wal-Mart will not hinder SCV Water operations and SCV Water has determined that it does not need it. "Exhibit B" in the proposed Resolution depicts the current easement, proposed expansion, and requested portion to be quitclaimed.

This expansion is not proposing any new utilities and no existing utility facilities will be impacted because of the building expansion.

Staff has worked closely with legal counsel to draft the Quitclaim Deed – Partial Release of Easement, attached as "Exhibit C" to the proposed resolution. Staff recommends that the Board of Directors approve the resolution authorizing SCV Water to execute the Quitclaim Deed – Partial Release of Easement to Wal-Mart.

CEQA DETERMINATION

The Quitclaim is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(e), which concerns minor alterations to existing facilities via small additions. Here, SCV Water finds the Quitclaim Deed – Partial Release of Easement exempt from CEQA as it is subsequent approval that facilitates the approval of a 621 square foot expansion of an existing facility.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors approve the attached resolution authorizing SCV Water to execute a Quitclaim Deed – Partial Release of Easement to Wal-Mart Real Estate Business Trust and to Designate Authorized Representative.

Attachments

M65

RESOLUTION NO. XXXX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING EXECUTION OF A QUITCLAIM DEED – PARTIAL RELEASE OF
EASEMENT TO WAL-MART REAL ESTATE BUSINESS TRUST**

WHEREAS, the Santa Clarita Valley Water Agency’s (SCV Water) is the owner of an easement that was granted to its predecessor the Valencia Water Company by the owner of the property in fee, Wal-Mart Real Estate Business Trust (Wal-Mart) (“Exhibit A”); and

WHEREAS, Wal-Mart has proposed a six hundred and twenty-one (621) square foot building expansion that would be expanded on one side of an existing fire hydrant and encroach one (1) foot into SCV Water’s current twenty (20) foot wide easement that is centered on the fire hydrant (see “Exhibit B” for a depiction of the current easement, proposed expansion, and portion to be quitclaimed); and

WHEREAS, Wal-Mart has requested that SCV Water release back to them through quitclaim deed a forty-five (45) square foot portion of the current easement for construction purposes, which would reduce SCV Water’s existing twenty (20) foot wide easement to a fifteen (15) foot wide easement around the existing fire hydrant (Quitclaim Deed attached as “Exhibit C”); and

WHEREAS, SCV Water’s current Standard Specifications for Construction require a ten foot (10) wide easement and staff have determined that releasing the requested portion of the easement back to Wal-Mart will not hinder SCV Water operations and that portion of the easement is not necessary; and

WHEREAS, SCV Water, a special act agency of the State of California created January 1, 2018 by an act of the State Legislature (SB 634), has the requisite legal right, power, and authority to execute and deliver the Quitclaim Deed to Wal-Mart as contemplated therein.

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

1. The recitals set forth above are true and correct and are made findings of the Board of Directors, and by this reference made an operative part of this Resolution.
2. The SCV Water General Manager or designee is hereby authorized to execute the Quitclaim Deed – Partial Release of Easement (attached as Exhibit C) to Wal-Mart.
3. The Quitclaim is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(e), which concerns minor alterations to existing facilities via small additions. Here, SCV Water finds the Quitclaim Deed – Partial Release of Easement exempt from CEQA as it is subsequent approval that facilitates the approval of a 621 square foot expansion of an existing facility.

4. This Resolution shall take effect immediately upon its passage and adoption.

Exhibit A

This page is part of your document - DO NOT DISCARD

04 1751441

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
07/09/04 AT 08:00am

TITLE(S) :



FEE

FEE \$	25	Q
DAF \$	2	
C-20		

D.T.T

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 NOT TO BE DUPLICATED

7/9/04

04 1751441 2

THIS DOCUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON TITLE.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Valencia Water Company
Attn.: Tami Royer
24631 Avenue Rockefeller
Valencia, California 91355

SPACE ABOVE LINE FOR RECORDER

SPACE ABOVE LINE FOR RECORDER

GRANT OF EASEMENT

The Undersigned Grantor(s) Declare(s) the value and consideration conveyed is less than \$100.00
Documentary Transfer Tax is \$ 0 (Revenue and Taxation Code Section 11911)

unincorporated area City of Santa Clarita
Tract Map 52673-03

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("Grantor"), does hereby grant to the VALENCIA WATER COMPANY, a California corporation, ("Grantee"), a general non-exclusive easement and right of way, in, upon, over, and across the lands hereinafter described to construct, reconstruct, replace, maintain, alter, inspect, survey, operate, remove and use a water pipeline or pipelines and appurtenances, equipment and facilities herewith, including but without limiting the generality of the foregoing, underground cables for power and communication purposes (collectively "Water Lines"), together with the right of ingress thereto and egress therefrom, to and along said right of way by a principal route or routes in, upon, over and across the herein described lands together with the right to maintain, clear, and keep clear said right of way. The lands in which said general non-exclusive easement and right of way is hereby granted (collectively referred to as "the Easement Property") are as described in Exhibit "A" and depicted in Exhibit "B" attached hereto.

Additionally, Grantor grants to Grantee a non-exclusive easement over and upon those portions of the property adjacent to the Easement Property being used as general purpose access routes or parking lot areas, for the purposes of egress and ingress of persons and maintenance vehicles and equipment solely to allow Grantee to use, enjoy, maintain, repair, service and operate the Water Lines located within the Easement Property described in Exhibit "A" and depicted in Exhibit "B", provided Grantor reserves the right to relocate or modify such access routes and parking lot areas.

Grantor reserves the right for itself, its heirs, successors and assigns, to: (i) use any surface or subsurface areas, provided that such use does not unreasonably interfere with the Grantee's use of

THIS DOCUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON TITLE. 120

GLN5500-50

7/9/04

3

the Easement Property; and (ii) improve the surface of the Property with landscaping (except trees and deep-rooted shrubs), paved driveways, streets, parking surfaces, sidewalks, and curbs and gutters. Grantor reserves the right to require Grantee, at Grantor's expense, to remove and relocate all improvements placed by the Grantee upon the Easement Property, upon determination by Grantor that the same will interfere with future development of Grantor's property. Within one hundred eighty (180) days of Grantor's written notice and demand for removal and relocation of improvements, Grantee shall remove and relocate the improvements to another feasible location on the property of Grantor, as designated by Grantor, and Grantor shall furnish Grantee with an easement at such new location, on the same terms and conditions herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to Grantor the easement herein granted.

The easements granted herein, the restrictions hereby imposed and the agreements contained in this agreement shall be deemed easements, 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, successors 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 Grantees, 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.

Exhibits "A" and "B" as attached to this agreement are hereby incorporated by this reference.

Dated: May 18, 2004

(SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B" FOR LEGAL DESCRIPTION)

IN WITNESS WHEREOF, this instrument has been executed as of the date first set forth above.

GRANTEE

Valencia Water Company,
a California corporation

By: Robert A. Sumio

Its: President

By: Greg Miller

Its: Assistant Secretary

GRANTOR

Wal-Mart Real Estate Business Trust,
a Delaware statutory trust

By: [Signature]

Its: Assistant Vice President

By: _____

Its: _____

Approved as to legal terms only

by George Basso
WAL-MART LEGAL DEPT.

Date: 5-17-04

04 1751441

719104

4

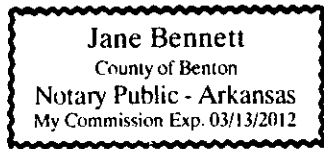
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ ARKANSAS
County of BENTON } ss.

On May 18, 2004 before me, Jane Bennett, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared John E. Clarke
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Jane Bennett
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

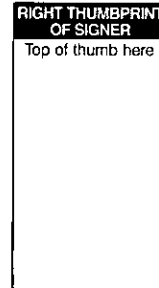
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



04 1751441

7/9/04

5

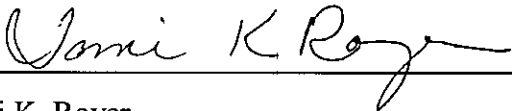
STATE OF CALIFORNIA)
) S.S.
COUNTY OF LOS ANGELES

On July 7, 2004, before me, Tami K. Royer, Notary Public, in and for said County and State, personally appeared Robert J. DiPrimio and Greg Milleman personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal



(SEAL)



Tami K. Royer
Notary Public

04 1751441

7/9/04

6

EXHIBIT "A"

PARCEL A (WATER EASEMENT)

THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT 03-029, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 31, 2003, AS INSTRUMENT NO. 03-3902995, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE ON THE NORTHERLY LINE OF SAID PARCEL 1 LABELED AS NORTH 80°45'07" EAST, SAID LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF KELLY JOHNSON PARKWAY, VARYING IN WIDTH; THENCE ALONG SAID NORTHERLY LINE SOUTH 80°45'07" WEST 27.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 15°25'52" EAST, 65.29 FEET; THENCE SOUTH 67°49'04" EAST, 134.32 FEET; THENCE SOUTH 22°10'56" WEST, 18.58 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING ALONG SAID LINE, SOUTH 22°10'56" WEST, 177.10 FEET; THENCE SOUTH 45°21'32" WEST, 54.11 FEET; THENCE SOUTH 22°51'32" WEST, 198.74 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 21°25'09" WEST, 109.36 FEET; THENCE SOUTH 62°35'28" WEST, 14.79 FEET; THENCE NORTH 72°24'32" WEST, 197.37 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE CONTINUING ALONG SAID LINE, NORTH 72°24'32" WEST, 22.36 FEET; THENCE NORTH 68°49'03" WEST, 147.21 FEET; THENCE NORTH 21°10'57" EAST, 5.24 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE CONTINUING ALONG SAID LINE, NORTH 21°10'57" EAST, 305.07 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING ALONG SAID LINE, NORTH 21°10'57" EAST, 88.43 FEET; THENCE NORTH 08°20'32" WEST, 64.46 FEET TO SAID NORTHERLY LINE.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR FORESHORTENED TO TERMINATE NORTHERLY IN SAID NORTHERLY LINE.

ALSO, A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE SOUTH 67°49'04" EAST, 44.65 FEET.

ALSO, A STRIP OF LAND, 80.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "B"; THENCE SOUTH 68°34'51" EAST, 20.00 FEET.

ALSO, A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "C"; THENCE NORTH 21°10'56" EAST, 18.60 FEET.

04 1751441

7/9/04

ALSO, A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "D"; THENCE NORTH 68°49'03" WEST, 27.80 FEET.

ALSO, A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "E"; THENCE NORTH 68°49'03" WEST, 24.16 FEET.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THE REAL PROPERTY DESCRIBED HEREIN HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

W. Williams Jr.

WARREN WILLIAMS, JR., P.L.S. 7038
REGISTRATION EXPIRES 9/30/06

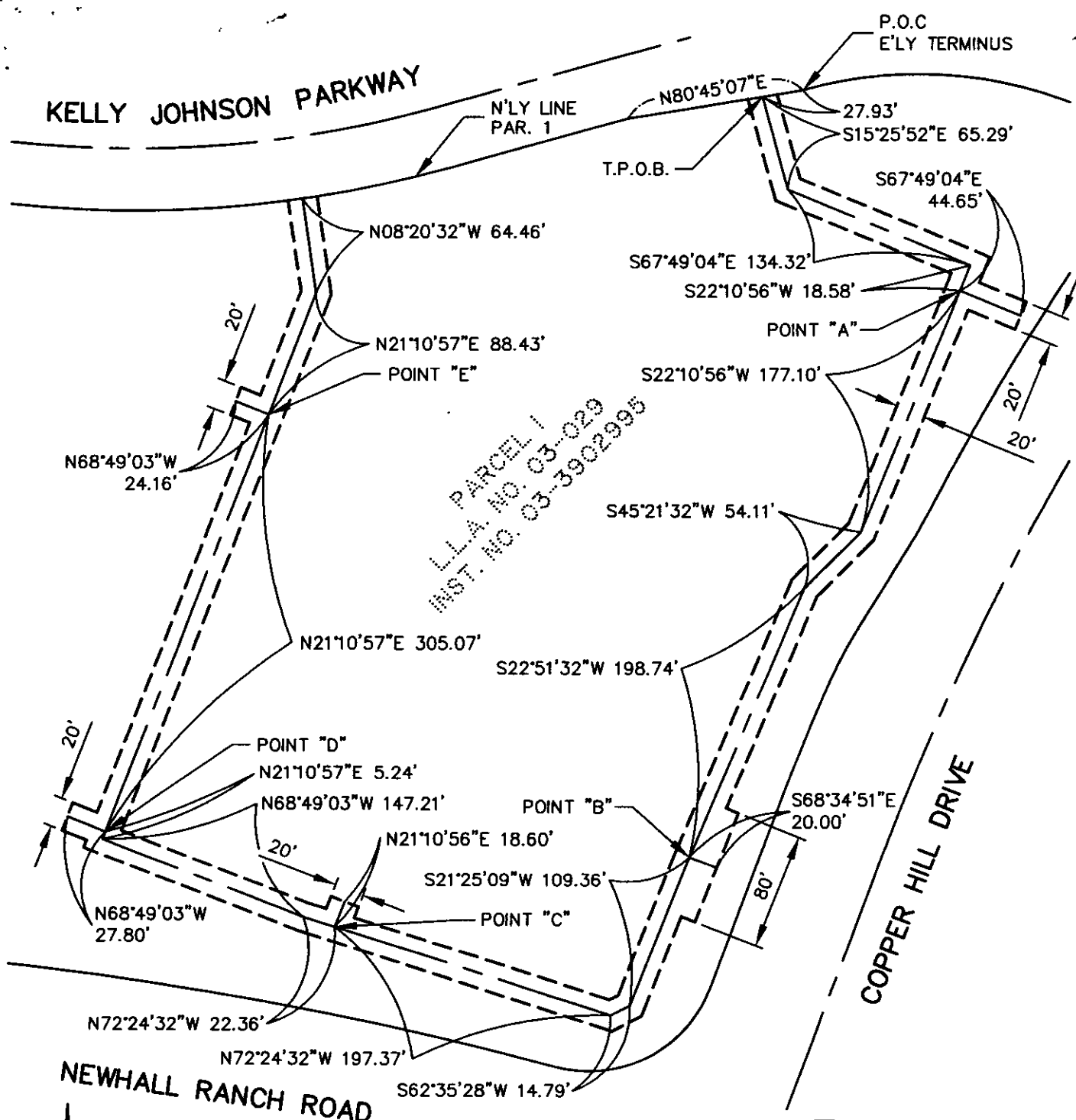
4/15/04
DATE



04 1751441

7/0/04

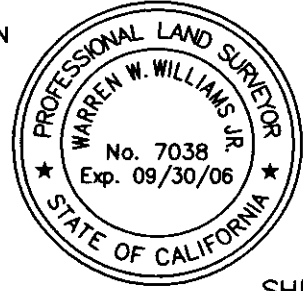
8



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

W. Williams, Jr.

WARREN WILLIAMS, JR. P.L.S. 7038 DATE 4/15/04



SCALE: 1"=100'

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL A

SHEET 1 OF 1

WATER EASEMENT

SANTA CLARITA, CALIFORNIA

DRC Development Resource Consultants, Inc.

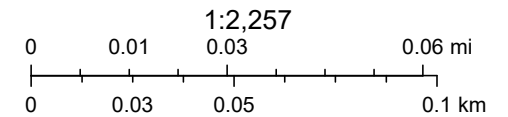
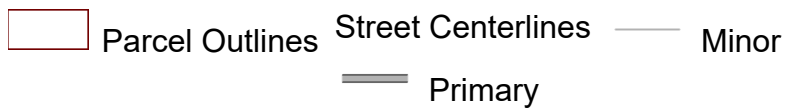
Civil Engineering • Land Surveying • Land Planning

800 S. ROCHESTER AVENUE, SUITE C

ONTARIO, CA 91761 (909) 230-5241

04 1751441

Exhibit B



Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, NGA, USGS

[This page intentionally left blank.]

Recording requested by
and when recorded mail to:

*Exempt from fees pursuant to
Government Code Section 27383*

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

APN: 2866-039-028

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Exempt from transfer tax under R&T 11922.
Exempt from recording fees under Gov. Code 27383.

QUITCLAIM DEED – PARTIAL RELEASE OF EASEMENT

The **Santa Clarita Valley Water Agency**, a California special act water agency (Chapter 833, Statutes of 2017; "Easement Holder"), does hereby forever remise, release and forever quitclaims to Wal-Mart Real Estate Business Trust, a Delaware statutory trust, the fee owner of that real property subject to the easement ("Easement") described in the Grant of Easement dated May 18, 2004, recorded on July 9, 2004, as Instrument No. 04-1751441 in the Official Records, in the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles, that portion of the Easement more particularly described on attached Exhibit "A" and depicted on attached Exhibit "B", which exhibits are 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

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

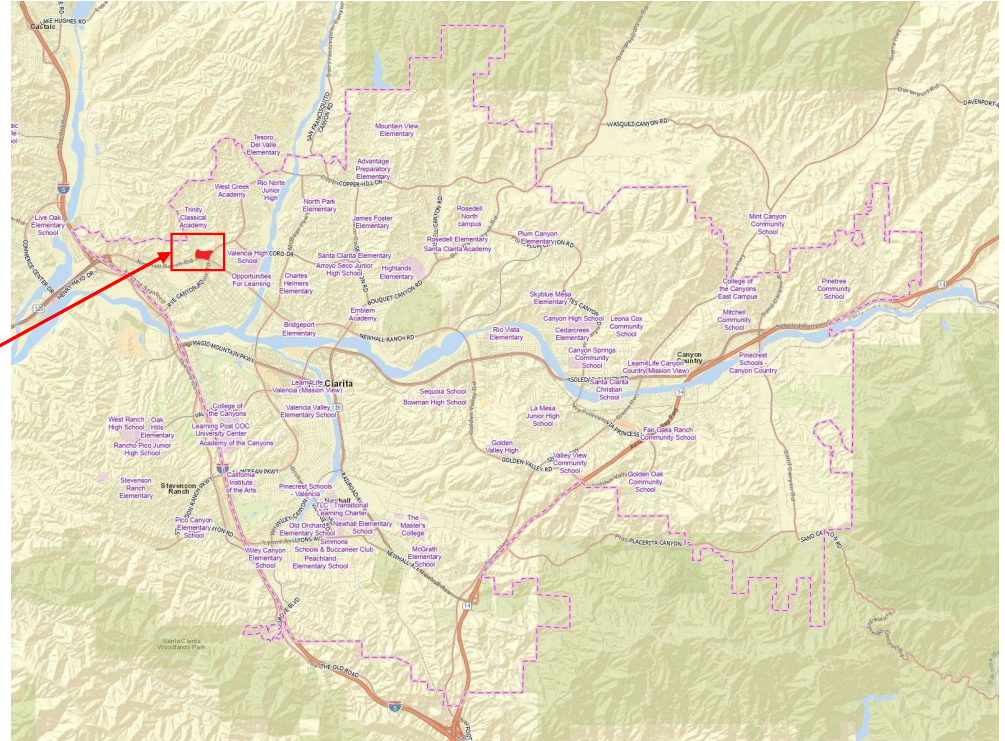


July 7, 2022

**Recommend Approval of a Resolution Authorizing
SCV Water to Execute a Quitclaim Deed -
Partial Release of Easement to
Wal-Mart Real Estate Business Trust
and to Designate Authorized Representative**

**Engineering and Operations
Committee**

Location Map



Existing Easement and Proposed Quitclaim



Proposed Expansion



Recommendation

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

-Approve a resolution authorizing SCV Water to execute a Quitclaim Deed - Partial Release of Easement to Wal-Mart Real Estate Business Trust and to designate an authorized representative.



[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 28, 2022

TO: Engineering and Operations Committee

FROM: Matthew S. Dickens, MPA *MAD*
Sustainability Manager

SUBJECT: Recommend Approval to Authorize the General Manager to Enter Into an Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency's Photovoltaic Assets

SUMMARY

To adequately and optimally maintain the Agency's Photovoltaic (PV) assets, SCV Water staff prepared a Request for Proposal (RFP) for long-term Operation/Preventative Maintenance (OM/PM). OM/PM will provide real-time monitoring, corrective support, annual evaluations, and frequent reporting to improve the performance and utility of the PV arrays. These services are critical to maximizing the multiple benefits the PV assets provide to the Agency.

DISCUSSION

In 2011, SCV Water, formerly Castaic Lake Water Agency (CLWA), constructed Castaic I (Lower Field), a .95 MW solar array via a Power Purchase Agreement (PPA) and in 2013, via similar process, constructed Castaic II (Upper Field), a 3.5 MW solar array. Castaic I and II are located at SCV Water's Rio Vista Treatment Plant at 27234 Bouquet Canyon Rd, Santa Clarita, CA 91350. In 2021, SCV Water purchased both systems, thus terminating the PPA and assuming ownership of the PV arrays. Additionally, SCV Water owns and operates a 30.251 kW PV system at its Pine Street administrative facilities.

Table 1. SCV Water – SCV Water Photovoltaic Arrays (As of 2022)

Site Name	Address	Year Built	Purchase Price	Array Size (kWdc)	Annual Production (MWH)
Castaic I (Lower Field)	27234 Bouquet Canyon	2011	\$2,201,000	951	2,218
Castaic II (Upper Field)	27234 Bouquet Canyon	2013	\$13,266,000	4,500	9,266
Pine Street	23780 Pine Street	2010	NA	30.251	30.251

Castaic I (Lower Field)



Castaic II (Upper Field)



Pine Street



Following the purchase of the Castaic I and II from Goldman Sachs Renewable Power, SCV Water procured a Time and Materials Agreement with SunPower to maintain the level of support provided to the previous owner. However, due to supply chain shortages and delays, changeover in SunPower and NovaSource personnel, monitoring, maintenance, and support became increasingly constrained. Since the purchase of the PV arrays, the following faults, outages, and damages occurred:

Table 2 – SCV Water PV Array Faults, Outages, Failures (Since 2021 Purchase)

Location	System Impact (%)	Incident Date	Repair Date	Notes
Castaic II	4-7%	January 2021	November 2021	Equipment failure, covered by insurance (50/50 with GSRP)
Castaic I and II	100%	July 2021	November 2021	Thermal event at control box. Supply chain shortages delay repair
Castaic I and II	100%	November 2021	January 2022	Fuse failure. Repaired and replacements in cabinet at Castaic I
Castaic II	30-40%	March 2022	In Progress	Troubleshooting determined 2 inverters failing. WO complete, waiting arrival and repair.
Castaic I and II	NA	March 2022	In Progress	Monitoring outage via SunPower
Castaic I and II	100%	June 2022	In Progress	System fault troubleshooting support requested

In addition to working with NovaSource to repair the known outage, faults, and failures, staff developed an RFP for long-term OM/PM support. Due to the technical nature and scale of such services, staff conducted significant research to identify and develop a comprehensive scope of services critical to utility-scale PV management. Sources included materials from the Department of Energy, the National Renewable Energy Laboratory, Solar Energy Industries Association, and public agencies with similar PV portfolios. The scope of work identified in the RFP includes Energy and Power Provider Performance Optimization, Detailed Quarterly Energy Performance Analysis, Annual Analysis and Financial Reporting, Annual Preventative Maintenance Services, Annual Panel Washing, and Regular Weed Mitigation.

Using Planet Bids, staff released the RFP April 6, 2021 and proposals were due on May 5, 2022. While 151 vendors were notified of the RFP, SCV Water received only one proposal from TerraVerde Energy. SCV Water staff have worked with TerraVerde Energy on several projects including the purchase of the PV arrays (Castaic I and II), and PV and Battery Storage Projects in support of the Self-Generation Incentive Program (SGIP). Further, TerraVerde Energy was identified as a preferred service provider by the Association of California Water Agencies (ACWA).

FINANCIAL CONSIDERATIONS

The cost estimate for the proposed contract is \$119,000 for Year 1 and \$123,165 for each consecutive year, assuming the renewals are approved by the Agency. SCV Water included OM/PM support services in its PPA buyout proforma and accounted for in its Sustainability Budget. The proposed OM/PM scope of work does not include expenses for corrective maintenance or materials requiring normal replacement. Such expenses would be reviewed and approved as needed considering manufacturer warranties, applicable insurance coverages, and time and materials needs.

RECOMMENDATION

The Engineering and Operations Committee recommend that the Board of Directors Authorize the General Manager to Enter Into an Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency's Photovoltaic Assets.

MBS

SCV Photovoltaic Array Operations & Maintenance and Preventative Maintenance

MATTHEW S. DICKENS, MPA

Engineering & Operations Committee
July 7, 2022

SCV Water Photovoltaic (PV) Operations & Maintenance and Preventative Maintenance

- Recommend Approval to Authorize the General Manager to Enter into Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency's Photovoltaic Assets
- Describe Agency's Photovoltaic Assets
- Provide Overview of OM/PM Services
- Provide Overview of Request for Proposal (RFP) Process
- Provide Proposal Overview
- Next Steps

Castaic I

Castaic I (Lower Field)

- Start - 2011
- Size - .951 MW
- Production – 2,218 MWH
- Purchase Price - \$2,201,000



Castaic II



Castaic II (Upper Field)

- Start - 2013
- Size – 3.5 MW
- Production –9,266 MWH
- Purchase Price - \$13,266,000

Pine Street Location

Pine Street

- Start - 2010
- Size – 30.251 kW
- Production –57.136 MWH
- Purchase Price - NA



SCV Water – PV Overview

PV Purchase

- Initiated in 2020
- \$15.5 Million (2021)
- Purchased from Goldman Sachs Renewable Power
- Interim OM/PM Agreement with SunPower



Year 1 Faults & Outages

- Wind Damage (1/21)
- Thermal Event (7/21)
- Fuse Failure (11/21)
- Inverter, Tracking, & Monitoring Failures (Ongoing)
- Fault Outage (6/22)



Current Maintenance

- Time & Materials with NovaSource
- Troubleshooting As Needed
- Active WO's Inverter, GPS Tracking, and Monitoring Portal
- Supply Chain Delays & Monitoring Access



Operations & Maintenance and Preventative Maintenance – Overview of Services

PV Array OM & PM

- Annual Preventative Maintenance
- Annual Panel Washing
- Annual Weed Mitigation
- Other

Monitoring & Performance

- Energy & Power Provider Performance Optimization
- Detailed Quarterly Energy Performance Analysis
- Annual Performance Analysis

Reporting

- Real-time Reporting and Notifications
- Monthly Reports
- Annual Financial Reporting

- Contact Term – 1 Year with potential for 3 renewals.

Request for Proposals Overview



Research & Dev.:

- DOE
- NREL
- Public Agencies w/ PV Portfolio
- Solar Industry Research Data

Process Overview:

- Planet Bids
- Released - 4/6/22
- Questions – 4/14/22
- Responses – 4/21/22
- Due – 5/5/22

RFP Details:

- 151 Vendors Notified
- 1 Question Received
- 1 Response Provided
- 1 Proposal Received

Proposal Overview

- Vendor – TerraVerde Energy
- Technical Proposal
 - Includes all services identified in RFP scope
- Cost Proposal
 - Year 1 = \$119,000
 - Additional Year(s) = \$123,165
- Subcontractor(s)
 - Linked Energy
 - Shine UP Solar
- ACWA Preferred Provider (Solar, Battery, Fleet)



Staff Recommendation

That the Engineering and Operations Committee Recommends that the Board of Directors Approve Authorizing the General Manager to Enter into Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency's Photovoltaic Assets

SCV Photovoltaic Array Operations & Maintenance and Preventative Maintenance

MATTHEW S. DICKENS, MPA

[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 20, 2022

TO: Engineering and Operations Committee

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

SUBJECT: Recommend Approval of a Resolution Adopting Initial Study-Mitigated Negative Declaration Under the California Environmental Quality Act and a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Final Design Services for the Well 205 Groundwater Treatment Project

SUMMARY

Well 205 has been shut down since 2012, when perchlorate was detected. In addition, trace levels of volatile organic compounds (VOC), in particular, trichloroethylene (TCE) were detected. SCV Water is planning to add perchlorate and VOC groundwater treatment at Well 205. The planning work to identify the work needed was successfully completed by Kennedy/Jenks Consultants (KJ). The next step is to perform the final design services for the project. KJ provided a proposal for the final design services and staff is recommending approval of a resolution authorizing a purchase order to KJ for final design services for the Well 205 Groundwater Treatment project (Project).

DISCUSSION

As a result of perchlorate concentrations in the well water that exceed the State of California's Division of Drinking Water (DDW) Primary Maximum Contaminant Level (MCL) and VOC concentrations that exceed DDW's detection limit, SCV Water is planning to provide groundwater treatment at Well 205. Well 205 is located at 24439 Valencia Blvd., Valencia CA. The design capacity of Well 205 is 2,700 gallons per minute (gpm). Treatment systems would be installed to permit operation of the well at the design capacity in order to maximize flexibility to use Well 205 as a plume containment well.

The Project would involve construction and operation of a new groundwater treatment facility for treatment of perchlorate and other groundwater contaminants at the existing Well 205 site. The project site area is approximately 1.75 acres. Under the proposed project, all existing facilities would remain in place. The new treatment facility would consist of a chemical building, water tanks, pumps, and treatment equipment alongside existing facilities at the site. The project site would be paved where a truck would drive into the facility. The proposed project would not increase the production capacity of Well 205. Due to the increased pressure demands of the new groundwater treatment process flow, the proposed project includes an upgraded pump head inside the Well 205 building. The existing Well 205 well pump has a production capacity of 2,700 gallons per minute (gpm). The proposed project would replace the existing well pump housed inside the Well 205 building with a new 2,700-gpm, 800-horsepower (HP) pump. The facility would operate 24 hours per day, 365 days per year. The project would construct a new 612-square foot chemical building approximately 10 feet

southeast of the existing Well 205 building. The new chemical building would consist of a concrete masonry unit material and would be constructed to match the architectural style of the existing concrete masonry unit Well 205 building. The chemical storage building would consist of a liquid ammonium sulfate room and a sodium hypochlorite. The non-hazardous chemicals would be stored in recessed concrete double containment and double-walled chemical tanks, which provide additional protection against any spills or leaks. The chemical building would be locked.

KJ has successfully provided the planning services for the Project. The final design services will include but are not limited to, providing final design, construction plans, technical specifications, construction cost estimate, design calculations, permits, attending meetings, etc. Based on KJ's performance on the planning services, staff is recommending KJ to provide final design services for the Project.

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT CONSIDERATIONS

With the assistance of Rincon Consultants, an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the Project in accordance with the requirements of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

The IS/MND and MMRP were prepared to identify potentially significant impacts on the environment which would result from the project and concluded that these impacts can be avoided or reduced to a level of insignificance with adoption and implementation of the mitigation measures outlined in the MMRP. Environmental factors that require mitigation measures to reduce impacts to less than significant include biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and tribal cultural resources.

CEQA PUBLIC REVIEW PROCESS

On April 19, 2022, SCV Water circulated a Notice of Intent (NOI), provided notice in the Santa Clarita Valley Signal, and released the draft IS/MND in compliance with CEQA requirements for a 30-day review and comment period by the public and reviewing agencies. The review period ended on May 19, 2022.

Two comment letters were received, one from the California Department of Transportation (CalTrans) which requested that a permit be obtained for any oversized-transport vehicles on State highways, and the second from the California Department of Fish and Wildlife (CDFW), responses to which have been provided in the Final MND.

FINAL CEQA DOCUMENTS FOR BOARD APPROVAL

The State CEQA Guidelines (California Code of Regulations ("CCR") Section 15074, Public Resources Code Section 21092) require public agencies to review and consider an Initial Study, Mitigated Negative Declaration (MND) and comments received during the public review period prior to the adoption of the MND. Adoption of the Final MND is dependent on the finding by the

Board that, based on the whole record before it, there is no substantial evidence, with the mitigation measures required by the MND, that the proposed project will have a significant impact on the environment, and that the MND reflects the Lead Agency's independent judgment and analysis. The Final MND is attached as Exhibit A.

Additionally, the State CEQA guidelines (CCR, sec 15097) require public agencies adopting an IS/MND to adopt a program for monitoring or reporting to ensure that mitigation measures in the IS/MND are implemented to mitigate or avoid potentially significant environmental impacts. The Mitigation Monitoring and Reporting Program (MMRP) is incorporated into the Final MND in Exhibit A.

All the above documentation, including other materials that constitute the record of proceedings upon which the Lead Agency decision is based, is on file at the Santa Clarita Valley Water Agency, 26521 Summit Circle, Santa Clarita, CA 91350 and on the yourscvwater.com website Document Library web page at: <https://yourscvwater.com/wp-content/uploads/2022/06/Well-205-Final-MND.pdf> and a paper copy may be obtained by contacting the Executive Assistant, Elizabeth Adler at eadler@scvwa.org.

The proposed actions are a resolution adopting the Well 205 Groundwater Treatment Project IS/MND and adopting a resolution to approve a purchase order to Kennedy/Jenks for engineering services for the final design of the Well 205 Groundwater Treatment Project. The whole of the action also includes the 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.

PUBLIC OUTREACH

On July 31, 2021, SCV Water staff and consultants met remotely with the Woodlands Homeowners Association (HOA) Board and residents, who live close to the project site, to present general project information, exhibits and views of the proposed project, and an invitation for residents to submit questions and comments. At a follow-up meeting with the HOA president and one board member on April 29, 2022, SCV Water presented responses to questions raised at the July 21, 2021, meeting.

FINANCIAL CONSIDERATIONS

The Project is included in the Agency's FY 2022/23 Budget. The final design services will be performed on a time and materials basis with a not-to-exceed amount of \$520,000.

RECOMMENDATIONS

That the Engineering and Operations Committee recommends that the Board of Directors approve a resolution adopting the Well 205 Groundwater Treatment Project Initial Study/Mitigated Negative Declaration (State Clearinghouse [SCH] No. 2022040340) and a resolution authorizing a purchase order to Kennedy/Jenks Consultants for an amount not to exceed \$520,000 for final design engineering services for the Well 205 Groundwater Treatment project.

Attachments

M65

[This page intentionally left blank.]

RESOLUTION NO. SCV-XXX

RESOLUTION OF THE SANTA CLARITA VALLEY WATER AGENCY BOARD OF DIRECTORS ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE WELL 205 GROUNDWATER TREATMENT PROJECT

WHEREAS, the Santa Clarita Valley Water Agency (SCV Water) determined that remediated groundwater is an important component of future water supplies; and

WHEREAS, the proposed Well 205 Groundwater Treatment Project (Project) is a component of the 2020 Urban Water Management Plan; and

WHEREAS, an Initial Study for the Project has been completed pursuant to CEQA which identifies potentially significant effects on the environment which would result from the Project, and concludes that these impacts can be avoided or reduced to a level of insignificance with adoption and implementation of certain mitigation measures therein identified and listed; and

WHEREAS, based on the Initial Study, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan was prepared in accordance with CEQA, which finds that any potentially significant environmental effects of the proposed project would be sufficiently mitigated to a level of insignificance with implementation of mitigation measures specified therein; and

WHEREAS, in accordance with State CEQA Guidelines Section 15072(b), on April 19, 2022, SCV Water mailed a Notice of Intent to Adopt the Draft MND to all responsible and reviewing agencies, the Office of Planning and Research, and members of the public that have requested notice; the Agency also published the Notice of Intent to Adopt the Draft MND in the *Santa Clarita Valley Signal*, a newspaper of general circulation; and

WHEREAS, as required by State CEQA Guidelines section 15072(d), the Notice of Intent to Adopt the Draft MND was concurrently posted by the Clerk of the Board for the County of Los Angeles; and

WHEREAS, in accordance with State CEQA Guidelines section 15073, the Draft MND was circulated for at least 30 days, from April 19, 2022, through May 19, 2022; and

WHEREAS, SCV Water received two written public comments from the public or reviewing agencies during the comment review period; and

WHEREAS, SCV Water has responded to these two comments and has included the responses herein; and

WHEREAS, the Final MND, MMRP and public comment responses is on file at the Santa Clarita Valley Water Agency, 26521 Summit Circle, Santa Clarita, CA 91350 and on the yourscvwater.com website Document Library web page at: <https://yourscvwater.com/wp-content/uploads/2022/06/Well-205-Final-MND.pdf> and a

paper copy may be obtained by contacting the Executive Assistant, Elizabeth Adler at eadler@scvwa.org; and

WHEREAS, a notice of public meeting relating to the MND was duly given and posted in the manner and for the time frame prescribed by law, and the Engineering and Operations Committee held a public meeting on July 7, 2022, at 5:30 P.M., as part of its decision process concerning the Project; and

WHEREAS, the Engineering and Operations Committee recommended that the SCV Water Board of Directors (“Board”) approve a resolution adopting the Final MND and Mitigation Monitoring and Reporting Program (“MMRP”); and

WHEREAS, a notice of public meeting relating to the MND was duly given and posted in the manner and for the time frame prescribed by law, and the SCV Water Board held a public meeting on the Project on August 2, 2022, at 6:00 P.M., as part of its decision process concerning the Project, at which time all persons wishing to comment in connection the MND were heard; and

WHEREAS, no comments made during the public review period, and no additional information submitted to SCV Water have produced substantial new information requiring recirculation of the MND or additional environmental review of the Project under State CEQA Guidelines section 15073.5; and

WHEREAS, all the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied in connection with the preparation of the MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

WHEREAS, the SCV Water Board reviewed the IS/MND and MMRP; and

WHEREAS, the SCV Water Board, acting as a Lead Agency, will need to adopt the MND; and

WHEREAS, the SCV Water Board has determined that the proposed Project can be approved because there is no substantial evidence in light of the whole record that the Project may have a significant effect on the environment; and

WHEREAS, the SCV Water and its Board have considered all of the information presented to it as set forth above and this Resolution and action taken hereby is a result of the Board’s independent judgment and analysis.

NOW, THEREFORE, BE IT RESOLVED that the SCV Water Board does hereby find and determine as follows:

SECTION 1. RECITALS. The SCV Water Board finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. As a decision-making body for the Project, the SCV Water Board has reviewed and considered the information contained in the MND, comments received,

and other documents contained in the administrative record for the Project. Based on the Agency's independent review and analysis, the SCV Water Board finds that the MND and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project, and that the MND has been completed in compliance with CEQA and the State CEQA Guidelines.

SECTION 3. FINDINGS ON ENVIRONMENTAL IMPACTS. Based on the whole record before it, including the MND, the administrative record, and all other written and oral evidence presented to the SCV Water Board, the SCV Water Board finds that all environmental impacts of the Project are either less than significant or can be mitigated to a level of less than significant under the mitigation measures outlined in the MND and the MMRP. The SCV Water Board finds that substantial evidence fully supports the conclusion that no significant and unavoidable impacts will occur and that, alternatively, there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts. The SCV Water Board finds that the MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the SCV Water Board.

SECTION 4. ADOPTION OF THE MITIGATED NEGATIVE DECLARATION. The SCV Water Board hereby approves and adopts the MND as the Lead Agency.

SECTION 5. ADOPTION OF THE MITIGATION MONITORING AND REPORTING PROGRAM. In accordance with Public Resources Code section 21081.6, the SCV Water Board hereby adopts the MMRP, attached hereto as Exhibit "A". In the event of any inconsistencies between the Mitigation Measures as set forth in the MND and the MMRP, the MMRP shall control.

SECTION 6. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the Project and the MND that constitute the record of proceedings on which these findings are based are located at the offices of the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Rd, Santa Clarita, CA 91350. The Custodian of Record is April Jacobs.

SECTION 7. NOTICE OF DETERMINATION. The SCV Water hereby directs staff to prepare, execute, and file a Notice of Determination with the Los Angeles County Clerk's office and the Office of Planning and Research within five (5) working days of adoption of this Resolution.

[This page intentionally left blank.]

RESOLUTION NO. SCV-XXX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY AUTHORIZING A
PURCHASE ORDER TO KENNEDY/JENKS CONSULTANTS FOR FINAL DESIGN
SERVICES FOR THE WELL 205 GROUNDWATER TREATMENT PROJECT**

WHEREAS, Santa Clarita Valley Water Agency (Agency) determined that Well 205 will need Perchlorate and Volatile Organic Compounds (VOC) Treatment; and

WHEREAS, the planning services have been successfully completed by Kennedy/Jenks, Consultants; and

WHEREAS, the proposed Well 205 Groundwater Treatment Project (Project) will include installation of a new perchlorate ion exchange treatment system, VOC treatment train, backwash system, and various appurtenances; and

WHEREAS, all the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied in connection with the preparation of a Mitigated Negative Declaration (MND), which is sufficiently detailed so that all the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

WHEREAS, the SCV Water Board reviewed the MND; and

WHEREAS, the SCV Water Board, acting as a Lead Agency, adopt the MND at a regular Board meeting on August 2, 2022; and

WHEREAS, it is in the Agency's best interest that the Board of Directors, on behalf of SCV Water, authorize its General Manager to authorize a Purchase Order in the amount not to exceed \$520,000 to Kennedy/Jenks Consultants for final design services.

NOW, THEREFORE, BE IT RESOLVED that the SCV Water Board does hereby find and determine as follows:

SECTION 1. RECITALS. The SCV Water Board finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the project that constitute the record of proceedings on which these findings are based are located at the offices of the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Rd, Santa Clarita, CA 91350. The Custodian of Record is April Jacobs.

RESOLVED FURTHER that the SCV Water's Board of Directors does authorize its General Manager to accept said proposal and does therefore authorize the SCV Water's General Manager to issue a Purchase Order to Kennedy/Jenks Consultants for the Final Design of Well 205 Groundwater Treatment Project (Project), for an amount not to exceed \$520,000.

[This page intentionally left blank.]



July 7, 2022

CEQA and Final Design Services for Well 205 Groundwater Treatment Project

Engineering and Operations
Committee

Current Site



Background

- Valencia Water Company constructed Well 205 in 2000.
- Capacity 2,700 gpm
- Disinfection only treatment
- Perchlorate detected in 2012.
 - Currently above MCL
- Voluntarily taken out of service.
- VOCs subsequently detected at trace levels.
- Followed NCP/CERCLA protocols
- Kennedy Jenks performed planning and predesign study

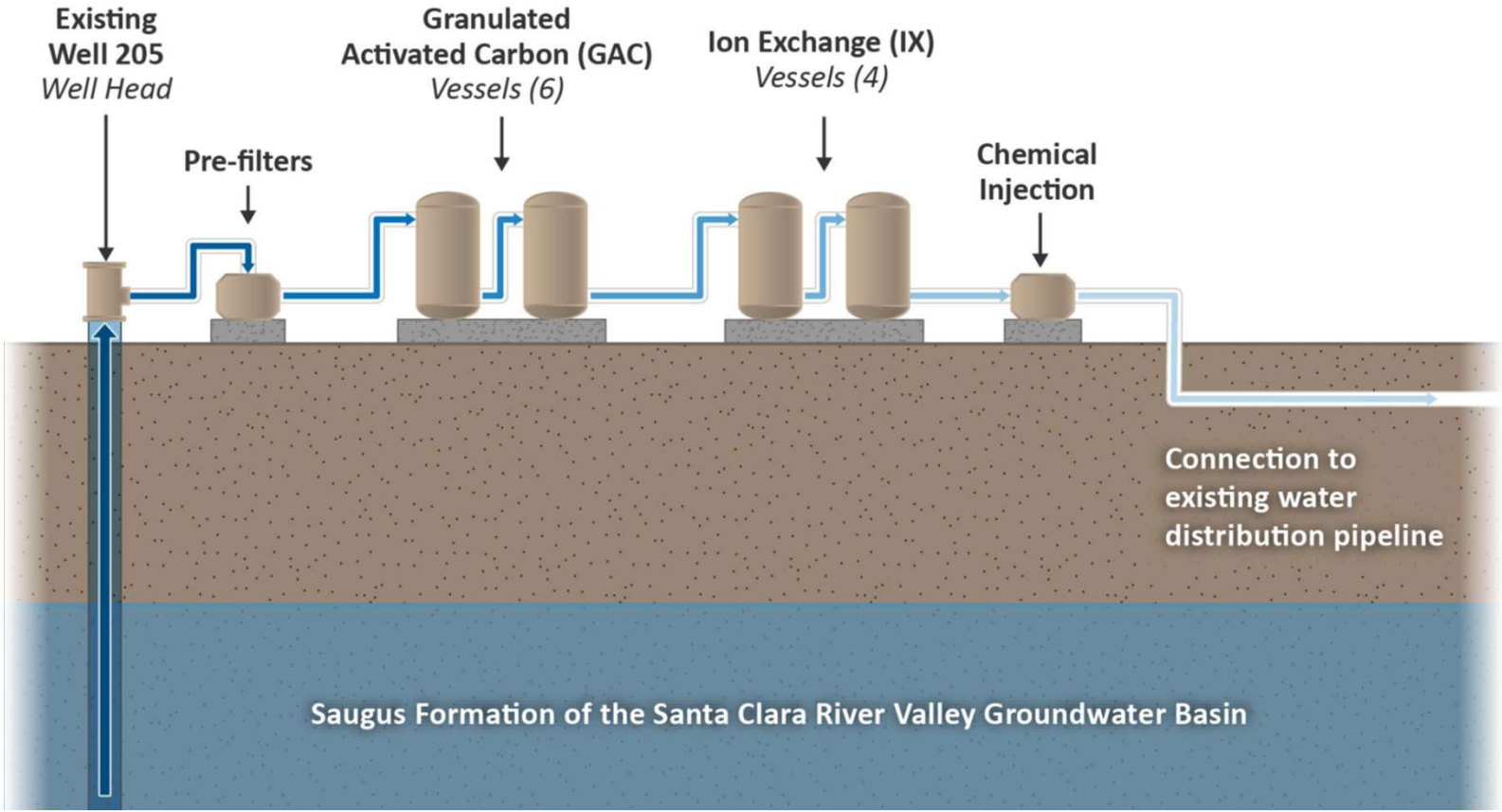


Proposed Remedy

- Maintain 2,700 gpm capacity
 - Maximize flexibility to contain plume
- Construct treatment systems.
- Pretreatment
 - Prefilters
- Perchlorate removal
 - Ion exchange
- VOCs removal
 - Granular Activated Carbon (GAC)
- Upgraded disinfection
 - Chloramines



Process Flow



Proposed Site Rendering



CEQA

- Initial Study/Mitigated Negative Declaration properly advertised and circulated April 17-May 17, 2022.
- Two comments received.
 - Cal Trans
 - California Department of Fish and Wildlife
- Comments addressed.
- All findings were
 - Less than significant with mitigation incorporated,
 - Less than significant impact, or
 - No impact



Well 205 Groundwater Treatment Project Schedule

- Purchase Order Award:
 - July 7, 2022: Engineering and Operations Committee
 - August 2, 2022: Board Meeting
- Design: August 2022 - July 2023
- Bidding/Award: September 2023 - November 2023
- Construction: January 2024 - June 2025



Well 205 Groundwater Treatment Project Recommendations

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

1. A resolution adopting the Well 205 Groundwater Treatment Project Initial Study/Mitigated Negative Declaration (State Clearinghouse [SCH] No. 2022040340); and
2. A resolution authorizing a purchase order to Kennedy Jenks Consultants for an amount not to exceed \$520,000 for final design engineering services for the Well 205 Groundwater Treatment project.



[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 10, 2022

TO: Engineering and Operations Committee

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

SUBJECT: Recommend Approval of a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Inspection Planning Services for the Castaic Conduit Pipeline Reaches 3 & 4 Project

SUMMARY

In 2013, Castaic Lake Water Agency's Pipeline Inspection Program (PIP) identified various pipelines to be inspected. The Castaic Conduit pipeline is the next pipeline planned for inspection. The Castaic Conduit was divided into six different reaches. Out of all the reaches, reaches 3 & 4 were decided to be inspected first using the inspection criteria. The next step is to perform a planning level study to identify the pipeline improvements needed to allow for inspection along with identifying the inspection procedures for reaches 3 & 4. The inspection planning services work for the Castaic Conduit Pipeline Reaches 3 & 4 project was advertised and three (3) proposals were received. Staff is recommending award of an inspection planning services purchase order to Kennedy/Jenks (KJ) Consultants.

DISCUSSION

The PIP evaluated the regional pipelines and identified the Castaic Conduit to be the next pipeline to be inspected in the system mainly due to its age, diameter, and pipe material. Out of all the Castaic Conduit reaches, reaches 3 & 4 were prioritized for inspection due to their rating.

KJ has provided a proposal to provide inspection planning services for the Castaic Conduit Pipeline Reaches 3 & 4 project. The inspection planning services will include but are not limited to, existing data review, providing preliminary design report, preliminary drawings, CCTV planning, cathodic protection evaluation, construction cost estimate, and attending meetings, etc. Based on KJ's qualifications and proposal, staff is recommending KJ to provide inspection planning services for the project.

CEQA DETERMINATION

The proposed action today is the adoption of a resolution for an inspection planning services purchase order with Kennedy/Jenks Consultants for the Castaic Conduit Pipeline Reaches 3 & 4 project. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Statutory Exemptions for Feasibility and Planning Studies, as the planning services will analyze and make recommendations regarding potential infrastructure improvements.

The planning services contract is also exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the

“common sense exemption,” which provides that CEQA applies to projects that have the potential for causing a significant effect on the environment. Here, the Agency finds the planning services purchase order exempt from CEQA as “it can be seen with certainty that there is no possibility that the activity in question” as it consists of only planning services and so will have no “significant effect on the environment.”

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

FINANCIAL CONSIDERATIONS

The project is included in the Agency’s FY 2022/23 Capital Improvement Program Budget for the Castaic Conduit Pipeline Reaches 3 & 4 project. The inspection planning services will be performed on a time and materials basis with a not-to-exceed amount of \$165,000.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors approve the attached resolution authorizing a purchase order to Kennedy/Jenks Consultants for an amount not to exceed \$165,000 for the inspection planning services for the Castaic Conduit Pipeline Reaches 3 & 4 Project.

Attachment

M65

RESOLUTION NO. SCV- XXX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING A PURCHASE ORDER TO KENNEDY JENKS
FOR INSPECTION PLANNING SERVICES FOR THE
CASTAIC CONDUIT PIPELINE REACHES 3 & 4 PROJECT**

WHEREAS, the Agency determined that Castaic Conduit is an important component of Agency's water supplies; and

WHEREAS, the proposed Castaic Conduit Pipeline Reaches 3 & 4 project are a component of the Agency's pipeline inspection program; and

WHEREAS, the project is found to be exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Statutory Exemptions for Feasibility and Planning Studies, as the planning services will analyze and make recommendations regarding potential infrastructure improvements; and

WHEREAS, the project is also found to be exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense exemption," which provides that CEQA applies to projects that have the potential for causing a significant effect on the environment; and

WHEREAS, the Agency finds the project exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question" as it consists of planning services that do not have a construction component to them, and so will have no "significant effect on the environment"; and

WHEREAS, a Notice of Exemption (NOE) will be submitted to the State Clearinghouse and both Los Angeles County and Ventura County within five (5) days of the execution of this resolution;

WHEREAS, it is in the Agency's best interest that the Board of Directors, on behalf of the SCV Water, authorize its General Manager or Chief Engineer to authorize a purchase order in the amount not to exceed \$165,000 to Kennedy Jenks for inspection planning services; and

NOW, THEREFORE, BE IT RESOLVED, That the SCV Water Board does hereby find and determine as follows:

SECTION 1. RECITALS. The Board finds that the administrative record has been completed in compliance with CEQA, the CEQA Guidelines, and that the finding of exemption from CEQA reflects the Board's independent judgment.

SECTION 2. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the project and the NOE that constitute the record of proceedings on which these findings are based are located at the offices of the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Rd, Santa Clarita, CA 91350. The Custodian of Record is April Jacobs.

RESOLVED FURTHER that the SCV Water Board of Directors does authorize its General Manager or Chief Engineer to authorize a purchase order to Kennedy/Jenks for inspection planning services for an amount not to exceed \$165,000 for the Castaic Conduit Pipeline Reaches 3 & 4 project.

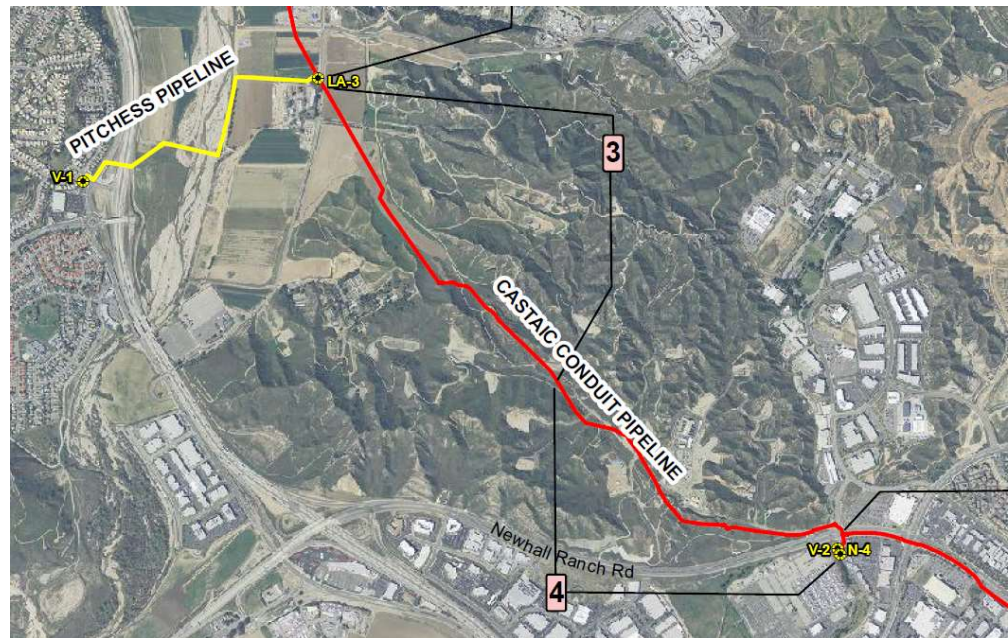
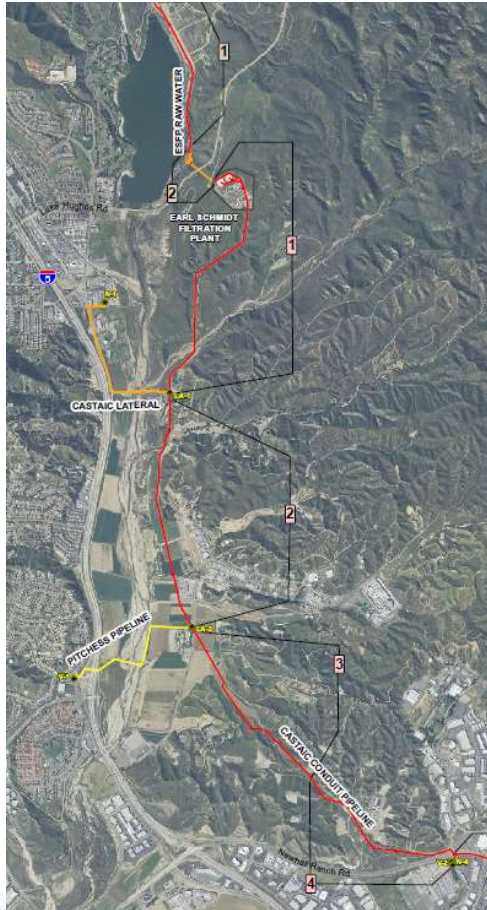


July 7, 2022

Inspection Planning Services for the Castaic Conduit Pipeline Reaches 3 & 4 Project

Engineering and Operations
Committee

CCP Reaches 3 & 4 Project Location Map



CCP Reaches 3 & 4 Project Project Outline

- Castaic Conduit was identified as one of the regional pipelines to be inspected by the Pipeline Inspection Program Report.
- Out of all the reaches, reaches 3 & 4 were decided to be inspected first using the inspection criteria.
- Next step to perform a planning level study to identify the pipeline improvements needed to allow for inspection, identifying the inspection procedures for reaches 3 & 4.
- Three (3) proposal were received from Consultants and Kennedy/Jenks was selected.



CCP Reaches 3 & 4 Project Project Schedule

- Purchase Order Award Phase:
 - July 7, 2022: Engineering and Operations Committee
 - August 2, 2022: Board Meeting
- Planning Phase:
 - August 8, 2022: Notice to Proceed
 - January 15, 2023: Inspection Planning Services completion



CCP Reaches 3 & 4 Project Recommendation

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

- The attached resolution authorizing a purchase order to Kennedy/Jenks Consultants for an amount not to exceed \$165,000 for the Inspection Planning Services for the Castaic Conduit Pipeline Reaches 3 & 4 Project.

[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 22, 2022

TO: Engineering and Operations Committee

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

SUBJECT: Recommend Authorization for the General Manager to execute a Purchase Order Amendment to Kennedy Jenks for Additional Engineering Services During Construction and a Purchase Order Amendment to MNS Engineers for Additional Construction Management and Inspection Services for the Valley Center Well PFAS Groundwater Treatment Project

SUMMARY

On March 16, 2021, the Santa Clarita Valley Water Agency Board of Directors adopted a resolution awarding a construction contract to GSE Construction Co., Inc. (GSE) for the Valley Center Well PFAS Groundwater Treatment Improvements project. The project has been significantly delayed due to unforeseen condition encountered during the well rehabilitation work and supply chain issues. The Agency's Purchasing Policy requires Board authorization for Consultant purchase order amendments over ten percent (10%) of the original purchase order. Staff is recommending authorization of the General Manager to execute a purchase order amendment in the amount of \$25,000 to Kennedy Jenks for engineering services during construction (ESDC) and a purchase order amendment in the amount of \$160,000 to MNS Engineers for construction management and inspection (CM & I) services.

DISCUSSION

On March 16, 2021, the Board of Directors awarded a construction contract to GSE Construction Company, Inc. for \$2,996,800, a purchase order to Kennedy Jenks in the amount of \$300,000 for ESDC, and a purchase order to MNS Engineers in the amount of \$450,000 for CM & I services. The contractor's notice to proceed was on April 12, 2021 and the initial construction duration was 270 calendar days with a construction completion date of January 7, 2022.

The construction duration was extended with a revised completion date of August 16, 2022 due to the additional well redevelopment work and supply chain issues. On April 19, 2022, the Board of Directors authorized a change order to GSE Construction Company for the additional well redevelopment work. Regarding the supply chain issues, there were several months of delays for the water quality analyzer, electrical switchgear, programmable logic control panels, variable frequency drive, steel trusses, flow meters, etc. Currently, all the materials except for the two-fiberglass reinforced plastic chemical tanks have been received. The chemical tanks have a potential delivery date of mid July 2022. If the potential delivery date is delayed, then the anticipated August 16, 2022 completion date would be delayed further. Although the contractor has not requested for any costs due to the extended time, the engineering and construction management consultants who work on a time and material basis have been impacted due to the completion date being extended.

The ESDC purchase order has been increased by ten percent (10%) to \$330,000 under the General Manager's authority to continue Kennedy Jenks support services to July 2022 and is anticipated that an additional \$25,000 is needed to cover their services to project completion. Also, the CM&I services purchase order has been increased by ten percent (10%) to \$495,000 to continue the construction management and inspection efforts beyond the initial completion date however this amount is not sufficient to cover their services to project completion. To complete the work, MNS Engineers has requested for an additional \$160,000.

CEQA DETERMINATION

The proposed action today is authorizing purchase order amendments to Kennedy Jenks and MNS Engineers for the Valley Center Well PFAS Groundwater Treatment Improvement project. The whole of the action also includes 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.

The project construction is a minor alteration limited to construction within the Agency's existing facility property. Construction and operation of this project is found to be categorically exempt under the provisions of CEQA and the State CEQA Guidelines as described below:

- The project, aka the whole of the action, qualifies for an exemption under CEQA guidelines section 15301 Class 1 Minor Alterations to Existing Facilities because it is a minor alteration of an existing public facility and it concerns proposed new mechanical equipment involving negligible or no expansion of use, i.e. no additional extraction of water, beyond that existing at the time of the lead agency's determination.
- The project, aka the whole of the action, also qualifies for an exemption under CEQA guidelines section 15303 Class 3 New Construction or Conversion of Small Structures because the project construction is limited to construction within SCV Water's existing facility property.
- None of the exceptions listed in Section 15300.2 of the CEQA Guidelines would apply to the action.

FINANCIAL CONSIDERATIONS

The project is included in the Agency's FY 2022/23 Capital Improvement Budget for the Valley Center Well PFAS Groundwater Treatment Improvements project. The project's total estimated cost, including planning, design, construction management, construction, inspection and miscellaneous costs, is \$4,700,000. As of May 31, 2022, the project's total expenses are \$3,914,000.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to execute a purchase order amendment in the amount of \$25,000 to Kennedy Jenks for additional engineering services during construction and a purchase order amendment in the amount of \$160,000 to MNS Engineers for additional Construction Management and Inspection Services for the Valley Center Well PFAS Groundwater Treatment project.



July 7, 2022

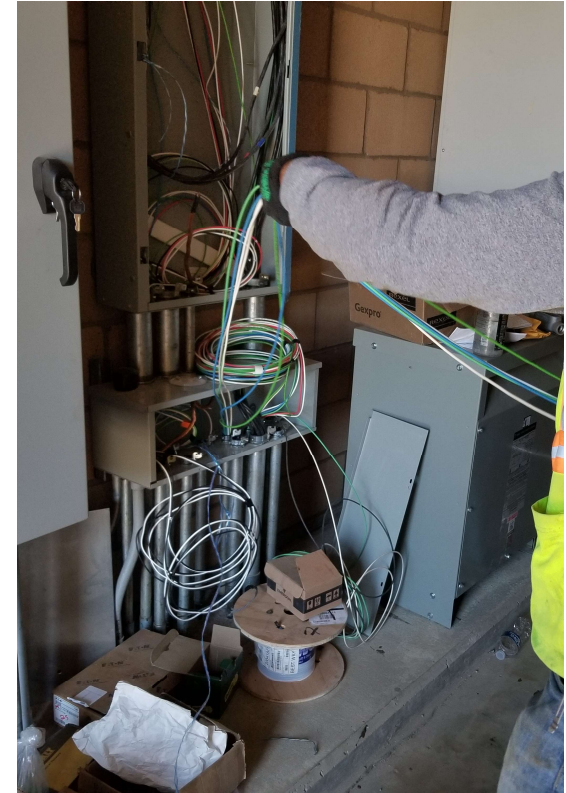
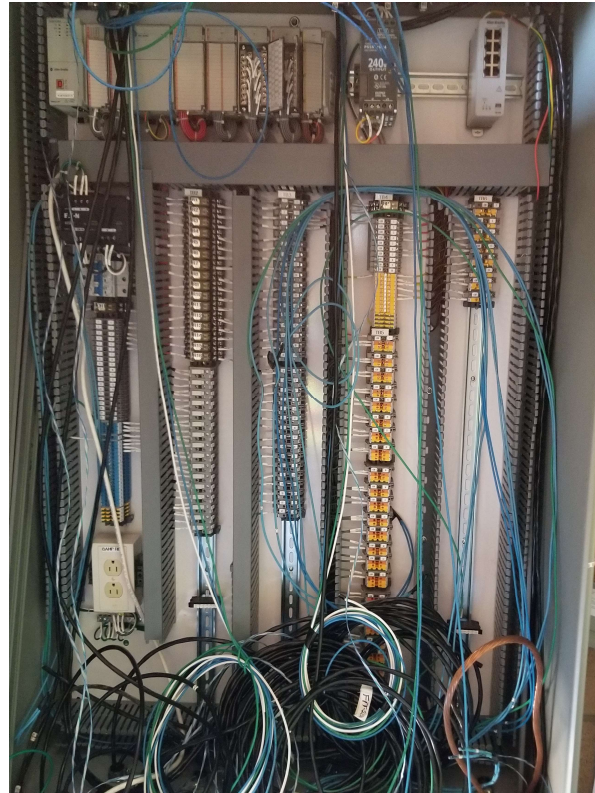
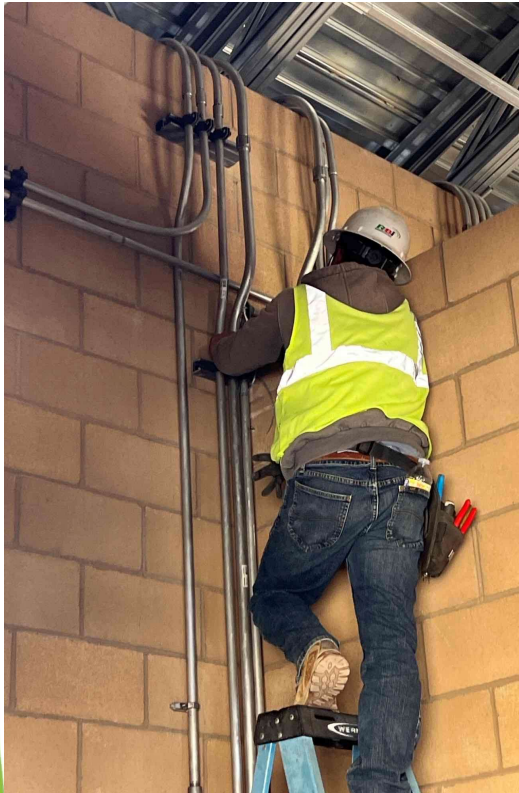
Purchase Order Amendment for the Valley Center Well PFAS Groundwater Treatment Improvements Project

Engineering and Operations
Committee

Valley Center Well PFAS Groundwater Treatment Improvements Project Location Map



Valley Center Well PFAS Groundwater Treatment Improvements Project



Valley Center Well PFAS Groundwater Treatment Improvements Project



Valley Center Well PFAS Groundwater Treatment Improvements Project

Item	Consultant	Total
Original PO Amount for ESDC (BOD approved March 16, 2021)	Kennedy/Jenks	\$ 300,000
Revised PO Amount for ESDC (under GM's 10% authority)		\$330,000
Requested PO Amendment above GM's authority		\$ 25,000
Original PO Amount for CM & I (BOD approved March 16, 2021)	MNS	\$ 450,000
Revised PO Amount for CM&I (under GM's 10% authority)		\$495,000
Requested PO Amendment above GM's authority		\$ 160,000

Valley Center Well PFAS Groundwater Treatment Improvements Project Recommendation

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

- Authorize the General Manager to execute a purchase order amendment in the amount of \$25,000 to Kennedy Jenks for additional Engineering Services During Construction and a purchase order amendment in the amount of \$160,000 to MNS Engineers for additional Construction Management and Inspection Services.





COMMITTEE MEMORANDUM

DATE: June 21, 2022
TO: Engineering and Operations Committee
FROM: Courtney Mael, P.E. *CM*
Chief Engineer
SUBJECT: Recommend Approval of (1) a Resolution for Construction Contract with Pacific Hydrotech Corporation and (2) a Purchase Order to Hazen and Sawyer for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors for Construction Management and Inspection Services for the Santa Clara and Honby Wells PFAS Groundwater Treatment Project

SUMMARY

SCV Water is planning to construct treatment improvements to treat per- and polyfluoroalkyl substances (PFAS) at its Santa Clara and Honby Wells. At the January 4, 2022 Board meeting, the material purchase funding was authorized, and the material acquisition is in progress. The site construction work for the Santa Clara and Honby Wells PFAS Groundwater Treatment project was advertised and bids have been received. Staff is recommending award of a construction contract to Pacific Hydrotech Corporation. Staff is also recommending approval of a purchase order to Hazen and Sawyer (Hazen) for engineering services during construction and to MWH Constructors (MWH) for construction management and inspection services.

DISCUSSION

The Santa Clara Well is located at 27100 Furnival Avenue and the Honby Well is located at 26930 Ruether Drive. SCV Water owns and operates both wells which have a capacity of up to 1,500 and 950 gallons per minute, respectively. Currently, both wells are not in service since February 2020 due to PFAS. Historically, Santa Clara and Honby Wells averaged between 600 to 1,500 gallons per minute. After the PFAS treatment facility is installed, the anticipated required minimum flow to maintain the resin is 680 gallons per minute.

The proposed PFAS treatment uses Ion Exchange technology which includes bag pre-filters and treatment vessels that will capture and remove PFAS to non-detect limits before entering the distribution system. The site construction work for the Santa Clara and Honby Wells PFAS Groundwater Treatment Improvements project was advertised for construction on March 17, 2022 with a June 1, 2022 bid opening. Staff is recommending award of a construction contract to Pacific Hydrotech Corporation. Staff is also recommending approval of a purchase order to Hazen and Sawyer (Hazen) for engineering services during construction and to MWH Constructors (MWH) for construction management and inspection services.

The material bid solicitation was advertised 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 June 1, 2022, six (6) construction bids were electronically received and opened. A summary of the bids is presented below:

Bidder	Bidder Office Location	Total Bid Price
Pacific Hydrotech Corporation	Perris, CA	\$8,486,950
Caliagua, Inc.	Anaheim, CA	\$8,685,189
Flatiron West, Inc.	Chino, CA	\$9,049,701
Myers & Sons Construction, LLC	Sacramento, CA	\$9,369,000
Bowe Contractors Inc.	Tehachapi, CA	\$10,335,604
Mehta Mechanical Company Inc.	La Palma, CA	\$10,817,300

The apparent lowest responsive bid is from Pacific Hydrotech Corporation. for a total of \$8,486,950. The engineer's estimate for the project is \$9,000,000. Pacific Hydrotech Corporation is registered with the Department of Industrial Relations and has successfully completed projects for the Agency in the past.

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

CEQA DETERMINATION

The proposed action today is authorizing the construction for PFAS treatment facility at the Santa Clara and Honby Wells project. The whole of the action also includes construction 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 minor alteration limited to construction within SCV Water's existing facility property and the 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 15301 Class 1 Minor Alterations to Existing Facilities because it is a minor alteration of an existing public facility and it concerns proposed new mechanical equipment involving negligible or no expansion of use, i.e. no additional extraction of water, beyond that existing at the time of the lead SCV Water's determination.

The project also qualifies for an exemption under CEQA guidelines Section 15303 Class 3 New Construction or Conversion of Small Structures because the water main extension and treatment system reflect limited construction of facilities where only minor modifications are made.

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

FINANCIAL CONSIDERATIONS

The project is included in the SCV Water's FY 2022/23 Capital Improvement Budget for the Santa Clara and Honby Wells PFAS Groundwater Treatment Improvements project. The project's total estimated cost, including planning, design, construction management and inspection, construction, and miscellaneous costs, is approximately \$11,500,000. Pacific Hydrotech Corporation's bid is \$8,486,950.

In addition, the Agency will be receiving an Integrated Regional Water Management (IRWM) Proposition 1 Round 1 grant in the amount of three million dollars to partially pay for the project construction costs.

RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors (1) approve the attached resolution for a construction contract with Pacific Hydrotech Corporation in an amount not to exceed \$8,486,950 and (2) authorize the General Manager to execute a purchase order with Hazen and Sawyer for an amount not to exceed \$500,000 for engineering services during construction and (3) authorize the General Manager to execute a work authorization with MWH Constructors for an amount not to exceed \$700,000 for construction management and inspection services for the Santa Clara and Honby Wells PFAS Groundwater Treatment Improvements project.

Attachments

M65

[This page intentionally left blank.]

RESOLUTION NO. SCV-XXX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AWARDING A CONTRACT TO PACIFIC HYDROTECH CORPORATION
FOR THE SANTA CLARA AND HONBY WELLS PFAS
GROUNDWATER TREATMENT SITE CONSTRUCTION PROJECT**

WHEREAS, Santa Clarita Valley Water Agency (Agency) determined that Per- and polyfluoroalkyl substances (PFAS) are a threat to the Agency's groundwater resources; and

WHEREAS, the Santa Clara and Honby Wells Groundwater Treatment project is an important component to treat PFAS; and

WHEREAS, Santa Clarita Valley Water Agency, as the CEQA Lead Agency, filed a Notice of Exemption with the Los Angeles County Clerk's Office on November 14, 2020, the Ventura County Clerk's Office on November 5, 2020, and the State Clearinghouse on September 4, 2020; and

WHEREAS, the project, aka the whole of the action, qualifies for an exemption under CEQA guidelines section 15301 Class 1 Minor Alterations to Existing Facilities because it is a minor alteration of an existing public facility and it concerns proposed new mechanical equipment involving negligible or no expansion of use, i.e. no additional extraction of water, beyond that existing at the time of the lead agency's determination; and

WHEREAS, the project, aka the whole of the action, also qualifies for an exemption under CEQA guidelines section 15303 Class 3 New Construction or Conversion of Small Structures because the water main extension and treatment system reflect limited construction of facilities where only minor modifications are made; and

WHEREAS, all bid proposals submitted to the Agency pursuant to the Agency's specifications (Project No. 1000577) for procurement of the Santa Clara and Honby Wells PFAS Groundwater Treatment Site Construction project, as amended by Addenda, were publicly opened electronically on the Agency's bid website page on PlanetBids on Wednesday, June 1, 2022 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 Pacific Hydrotech Corporation in the amount of \$8,486,950 is the lowest responsible bid of six (6) 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 \$8,486,950 bid from Pacific Hydrotech Corporation.

NOW, THEREFORE, BE IT RESOLVED that the Agency's Board of Directors authorize its General Manager to accept Pacific Hydrotech Corporation's bid and does therefore authorize the Agency's General Manager or its Chief Engineer to issue a Notice of Award

to Pacific Hydrotech Corporation, hereby found to be the “lowest responsive responsible bidder” for the Santa Clara and Honby Wells PFAS Groundwater Treatment Site Construction Project for the total sum of \$8,486,950.

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 Pacific Hydrotech Corporation, 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 Pacific Hydrotech Corporation an appropriate Notice to Proceed.

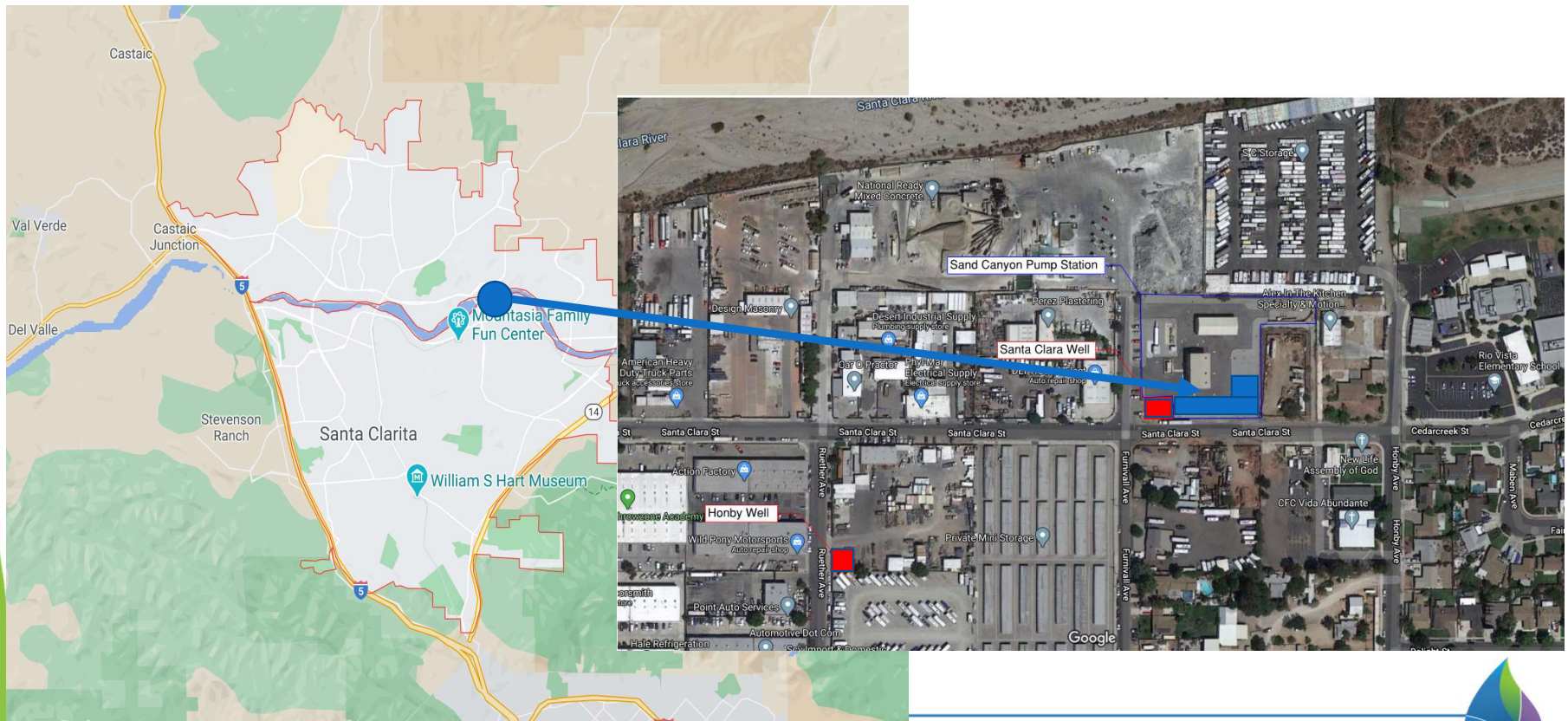


July 7, 2022

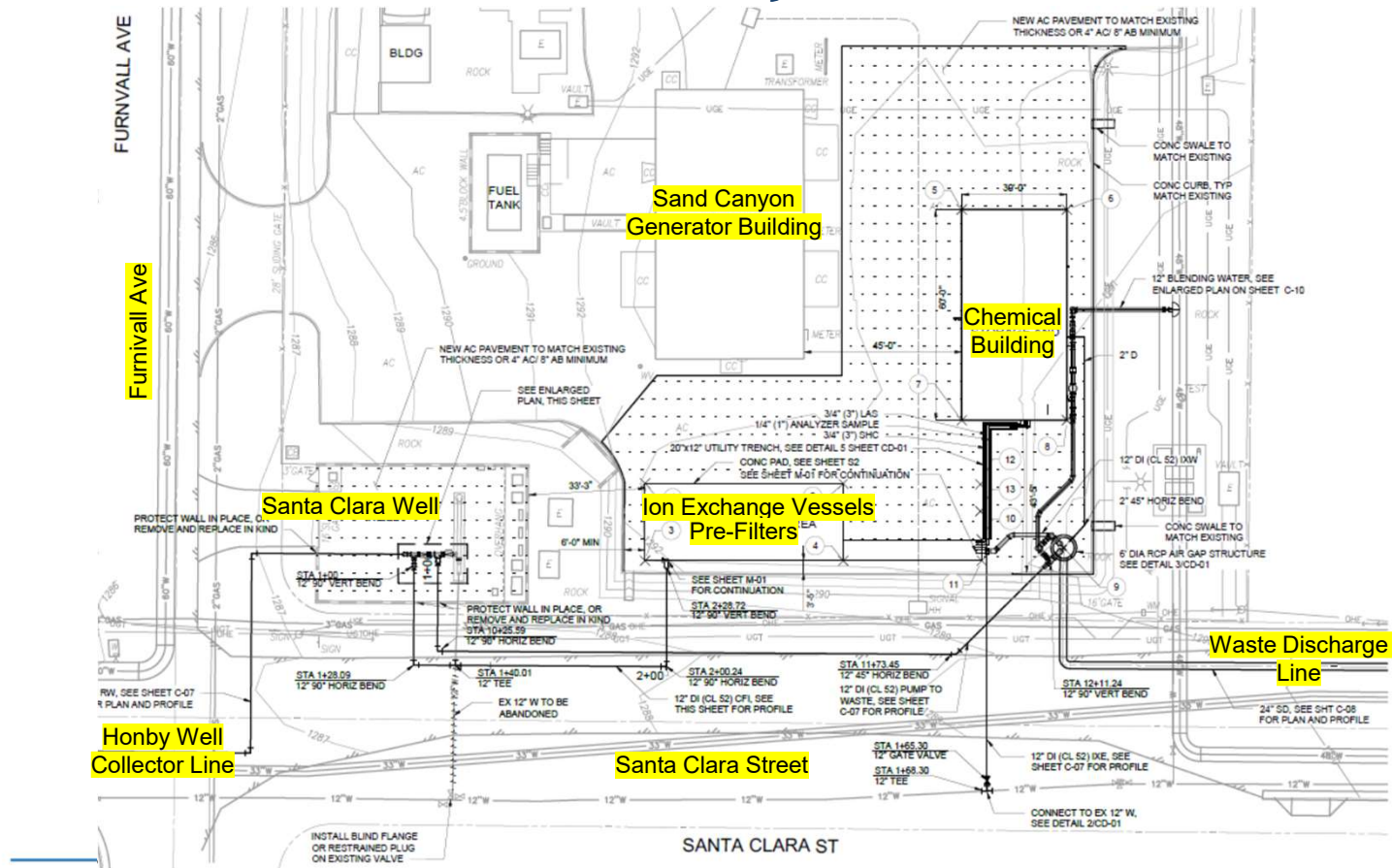
Santa Clara and Honby Wells PFAS Groundwater Treatment Project Site Construction

Engineering and Operations
Committee Meeting

Santa Clara & Honby Wells PFAS Groundwater Treatment Project Location Map



Santa Clara & Honby Wells PFAS Groundwater Treatment Project Site Layout



YOURSCVWATER.COM



Santa Clara & Honby Wells PFAS Groundwater Treatment Project 3D Rendering



YOURSCVWATER.COM



Santa Clara & Honby Wells PFAS Groundwater Treatment Project Site Construction

- Staff advertised project on PlanetBids on March 17, 2022
- Project was advertised in the Signal on March 19, 26 and 31
- Bids were electronically opened on June 1, 2022

Bidder	Bidder Office Location	Total Bid Price
Pacific Hydrotech Corporation	Perris, CA	\$8,486,950
Caliagua, Inc.	Anaheim, CA	\$8,685,189
Flatiron West, Inc.	Chino, CA	\$9,049,701
Myers & Sons Construction, LLC.	Sacramento, CA	\$9,369,000
Bowe Contractors Inc.	Tehachapi, CA	\$10,335,604
Mehta Mechanical Company Inc.	La Palma, CA	\$10,817,300

***Engineer's Estimate \$9,000,000.**

**Project will receive a \$3,000,000 IRWM Grant funds.

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



Santa Clara & Honby Wells PFAS Groundwater Treatment Project Site Construction Hazen and Sawyer Proposal

Engineering Services During Construction:

Submittals, RFIs, meetings, etc.	\$377,000
Well Rehabilitation Services	\$103,000
<u>Project Closeout and Record Drawings</u>	<u>\$20,000</u>
Subtotal	\$500,000

Total Recommended Time and Materials Not to Exceed Budget \$500,000



Santa Clara & Honby Wells PFAS Groundwater Treatment Project Site Construction MWH Constructors Proposal

Construction Management and Inspection Services:

Construction Management and Inspection Services	\$535,000
<u>Material Testing</u>	<u>\$165,000</u>
Subtotal	\$700,000

Total Recommended Time and Materials Not to Exceed Budget \$700,000

Santa Clara & Honby Wells PFAS Groundwater Treatment Project Site Construction Project Schedule

- Construction Award Phase:
 - July 7, 2021: Engineering and Operations Committee
 - July 19, 2021: Board Meeting (to help with price volatility)
- Construction Phase:
 - August 2022: Notice to Proceed
 - August 2022 to August 2023: Construction (365 calendar days)
 - September 2023: Santa Clara and Honby Wells back online



Santa Clara & Honby Wells PFAS Groundwater Treatment Project Site Construction Project Recommendation

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

- (1) Adopt the resolution awarding a contract to Pacific Hydrotech Corporation for the Santa Clara and Honby Wells PFAS Groundwater Treatment Project for \$8,486,950;
- (2) Authorize the General Manager to execute a purchase order for Engineering Services during Construction with Hazen and Sawyer for an amount not to exceed \$500,000;
- (3) Authorize the General Manager to execute a purchase order for construction management and inspection services with MWH Constructors for an amount not to exceed \$700,000.



[This page intentionally left blank.]



COMMITTEE MEMORANDUM

DATE: June 21, 2022

TO: Engineering and Operations Committee

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

SUBJECT Recommend Approval of a Resolution Authorizing a Purchase Order to Hazen & Sawyer for Planning Services for the Master Plan Project

SUMMARY

SCV Water is planning to evaluate its potable and raw water systems to determine potential capital improvement projects to provide system reliability and capacity for existing and future needs. This will be SCV Water's first Master Plan that would evaluate the overall water system as one water system. Staff is recommending approval of a resolution authorizing a purchase order to Hazen & Sawyer for planning services for the Master Plan project.

DISCUSSION

On March 1, 2022, staff issued a Request for Proposal (RFP) to several of its on-call consultants for planning services for the Master Plan and on April 27, 2022, staff received proposals from five (5) consultants. The proposals were reviewed and evaluated by a team of staff from Engineering, Water Resources, Administration, and Operations & Maintenance.

The evaluation was based on 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. After the initial evaluation of the five (5) proposals, two (2) firms were selected for interviews. After the interview process, the evaluation team recommended Hazen & Sawyer to perform the planning services for the Master Plan.

This will be SCV Water's first Master Plan and it will evaluate the former regional and retail water systems as one water system. The scope of work will include but is not limited to updating and calibrating the agency's overall valley wide hydraulic model, determining risk of pipeline assets, and identifying capital improvements needed to address existing and future demands, regulations, and other risk factors.

This project helps meet SCV Water's objective and Strategic Plan Objective B.1: "Plan, design and build facilities to meet demand including storage capacity and interconnections between regional and retail water systems." and B.2: "Plan and budget for long-term replacements and improvements."

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CONSIDERATIONS

The proposed action today is the adoption of a resolution for a purchase order to Hazen & Sawyer for Planning Services for the Master Plan project. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Statutory Exemptions for Feasibility and Planning Studies, as the planning services will analyze and make recommendations regarding potential infrastructure improvements.

The project is also exempt from environmental review under the CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense exemption," which provides that CEQA applies to projects that have the potential for causing a significant effect on the environment. Here, the Agency finds the project exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question" as it consists of only planning services, and so will have no "significant effect on the environment."

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

FINANCIAL CONSIDERATIONS

The project is included in the Agency's FY 2022/23 Budget for the Master Plan project. The planning services would be performed on a time and expense basis with a not to exceed budget of \$1,525,000.

RECOMMENDATION

That the Engineering and Operations Committee recommends that the Board of Directors approve the attached resolution authorizing a purchase order to Hazen & Sawyer for an amount not to exceed of \$1,525,000 for planning services for the Master Plan project.

Attachment

MBS

RESOLUTION NO. SCV-XXX

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING A PURCHASE ORDER TO
HAZEN & SAWYER FOR THE
MASTER PLAN PROJECT**

WHEREAS, Santa Clarita Valley Water Agency (SCV Water) is planning to prepare a Master Plan to meet its Strategic Plan Objective B.1: “plan, design, and build facilities to meet demand including storage capacity and interconnections between regional and retail water systems” and B.2: “plan and budget for long-term replacements and improvements”; and

WHEREAS, the project is found to be exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Statutory Exemptions for Feasibility and Planning Studies, as the planning services will analyze and make recommendations regarding potential infrastructure improvements; and

WHEREAS, the project is also found to be exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the “common sense exemption,” which provides that CEQA applies to projects that have the potential for causing a significant effect on the environment; and

WHEREAS, the SCV Water finds the project exempt from CEQA as it “it can be seen with certainty that there is no possibility that the activity in question” as it consists of planning services that do not have a construction component to them, and so will have no “significant effect on the environment;” and

WHEREAS, a Notice of Exemption (NOE) will be submitted to the State Clearinghouse and both Los Angeles County and Ventura County within five (5) days of the execution of this Resolution;

WHEREAS, on March 1, 2022, SCV Water issued a planning services Request for Proposal (RFP) to several of its on-call consultants on PlanetBids for the Master Plan; and

WHEREAS, on April 27, 2022, proposals from five consultants were electronically received on the Agency’s website page on PlanetBids pursuant to the Agency’s RFP for the Master Plan; and

WHEREAS, it is in the SCV Water’s best interest that the Board of Directors, on behalf of the SCV Water, authorize its General Manager to award a purchase order to Hazen & Sawyer for planning services in the amount of \$1,525,000; and

NOW, THEREFORE, BE IT RESOLVED, That the SCV Water Board does hereby find and determine as follows:

SECTION 1. RECITALS. The Board finds that the administrative record has been completed in compliance with CEQA, the CEQA Guidelines, and that the finding of exemption from CEQA reflects the Board’s independent judgment.

SECTION 2. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the project and the NOE that constitute the record of proceedings on which these findings are based are located at the offices of the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Rd, Santa Clarita, CA 91350. The Custodian of Record is April Jacobs.

RESOLVED FURTHER that the Agency's Board of Directors authorize its General Manager to issue a Purchase Order to Hazen & Sawyer for planning services for the Master Plan project for the total sum of \$1,525,000.

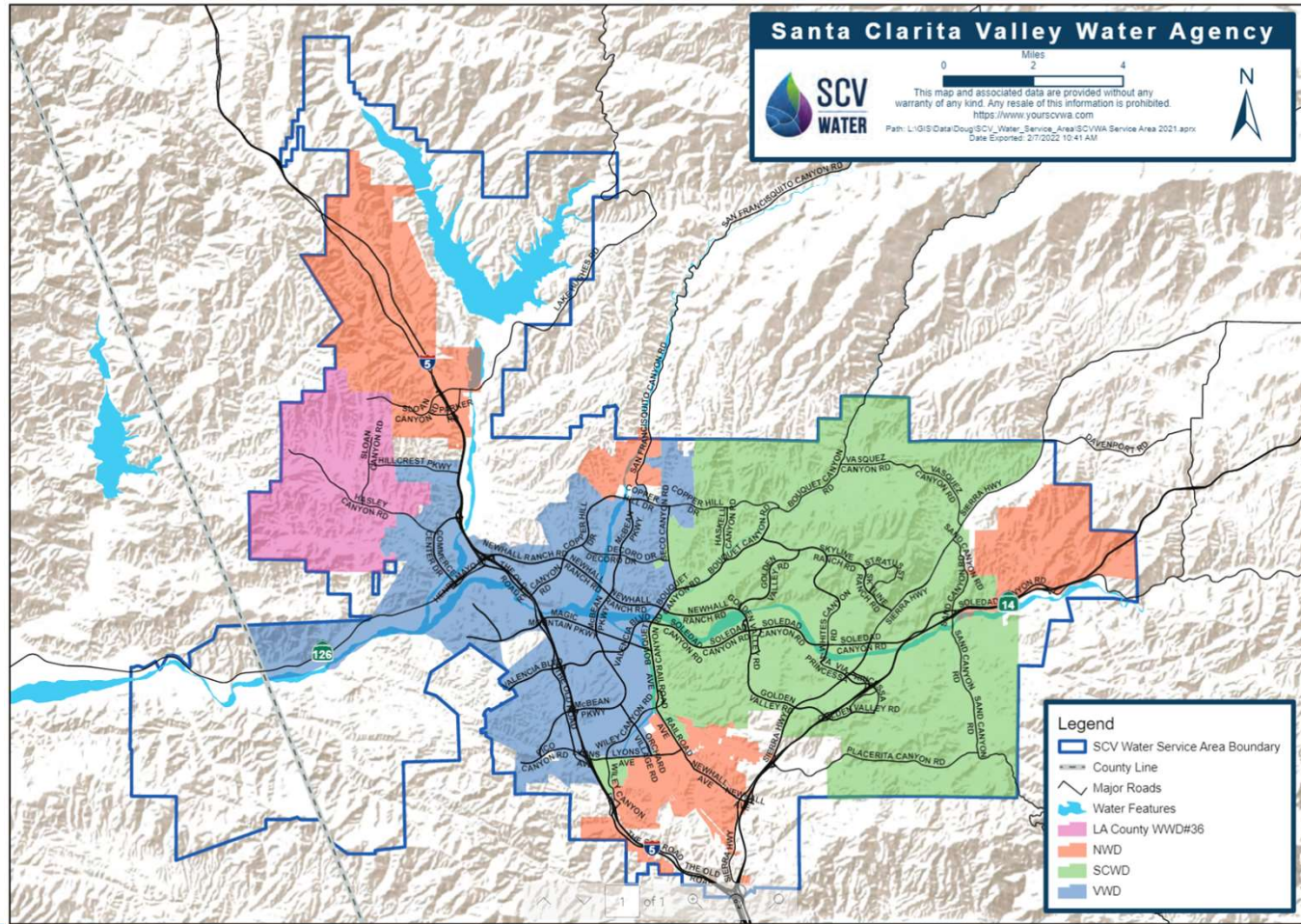


July 7, 2022

Planning Services for Master Plan

Engineering and Operations
Committee Meeting

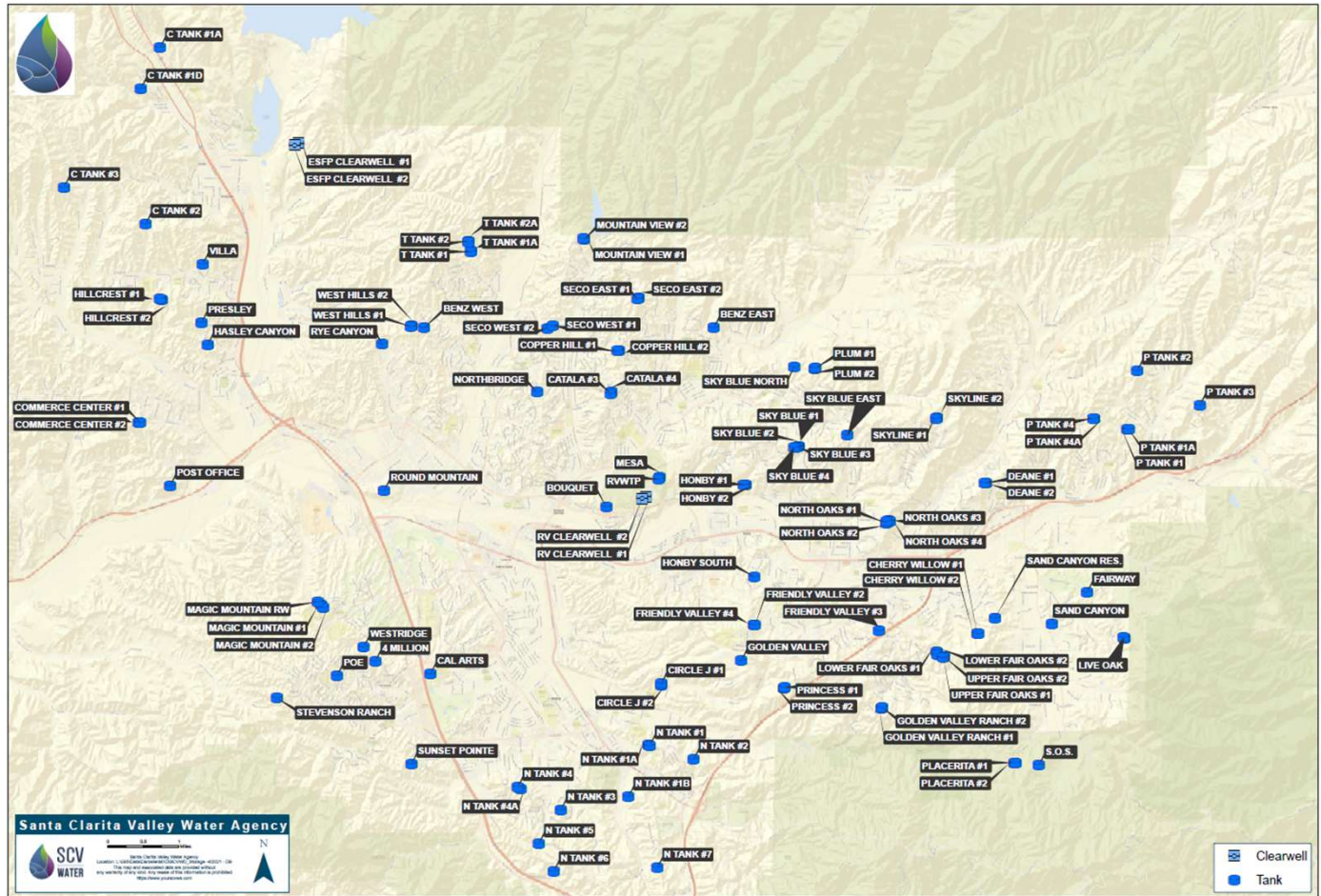
Santa Clarita Valley Water Agency Service Area



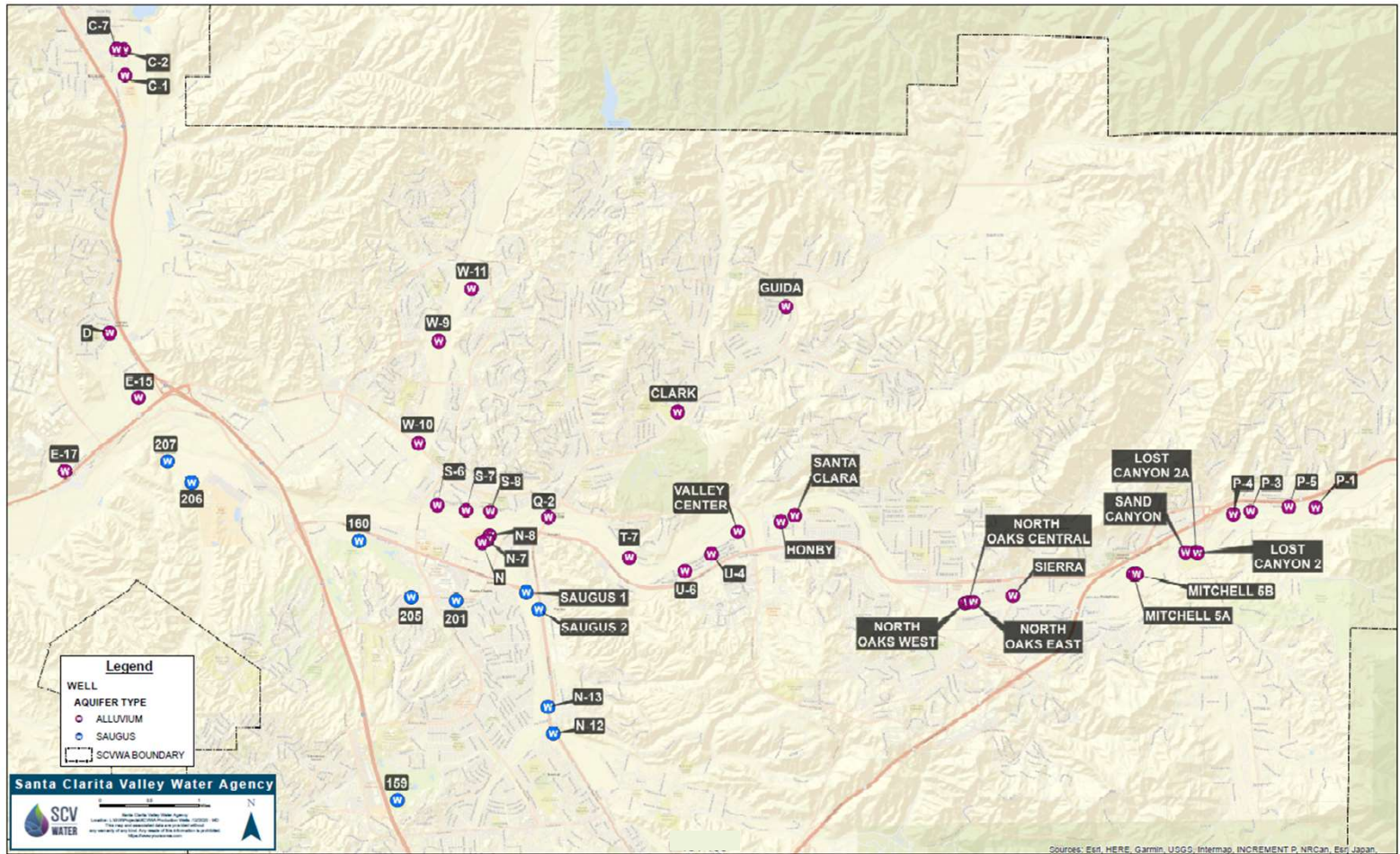
YOURSCVWATER.COM



Santa Clarita Valley Water Agency Storage Facilities



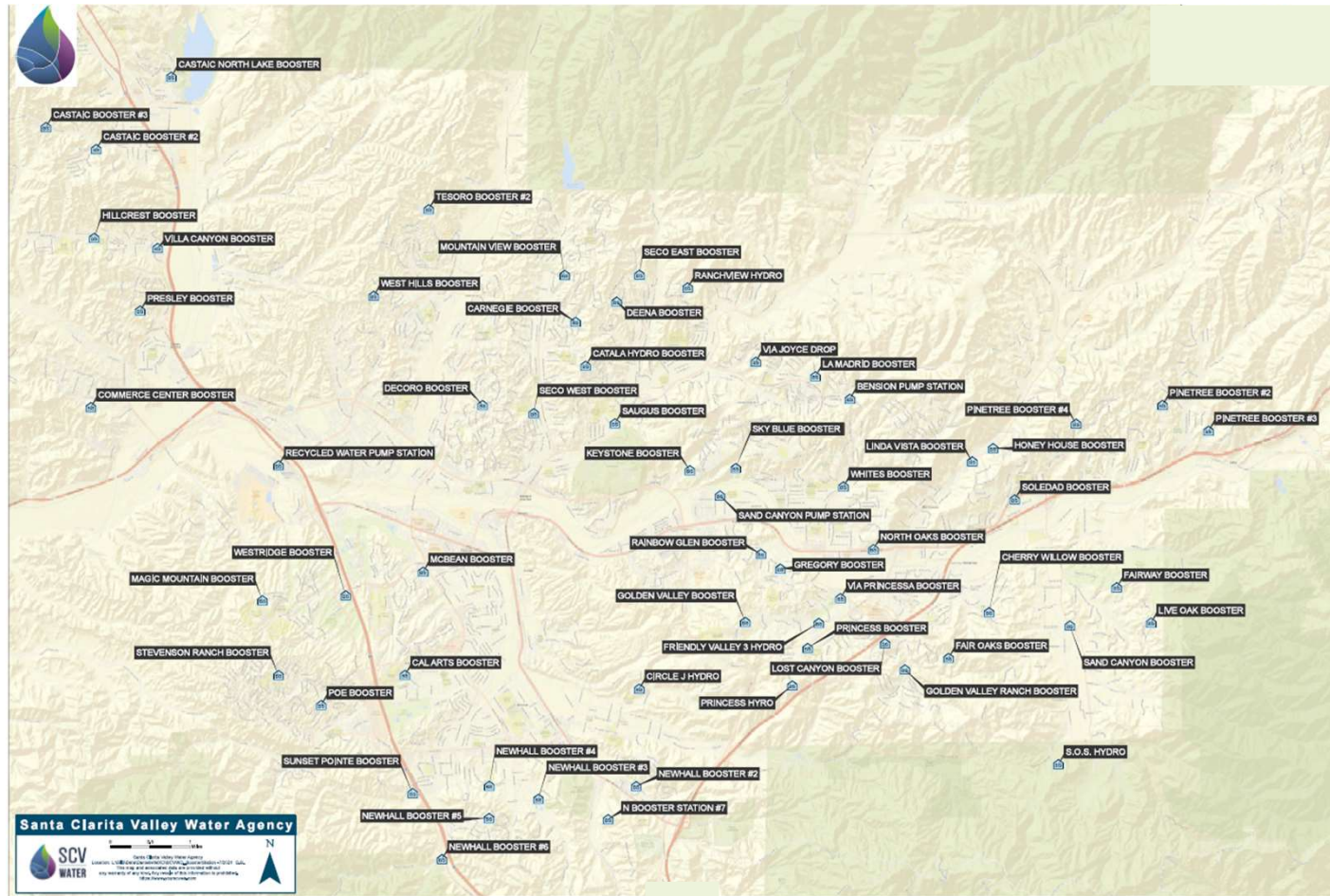
Santa Clarita Valley Water Agency Production Wells



YOURSCVWATER.COM



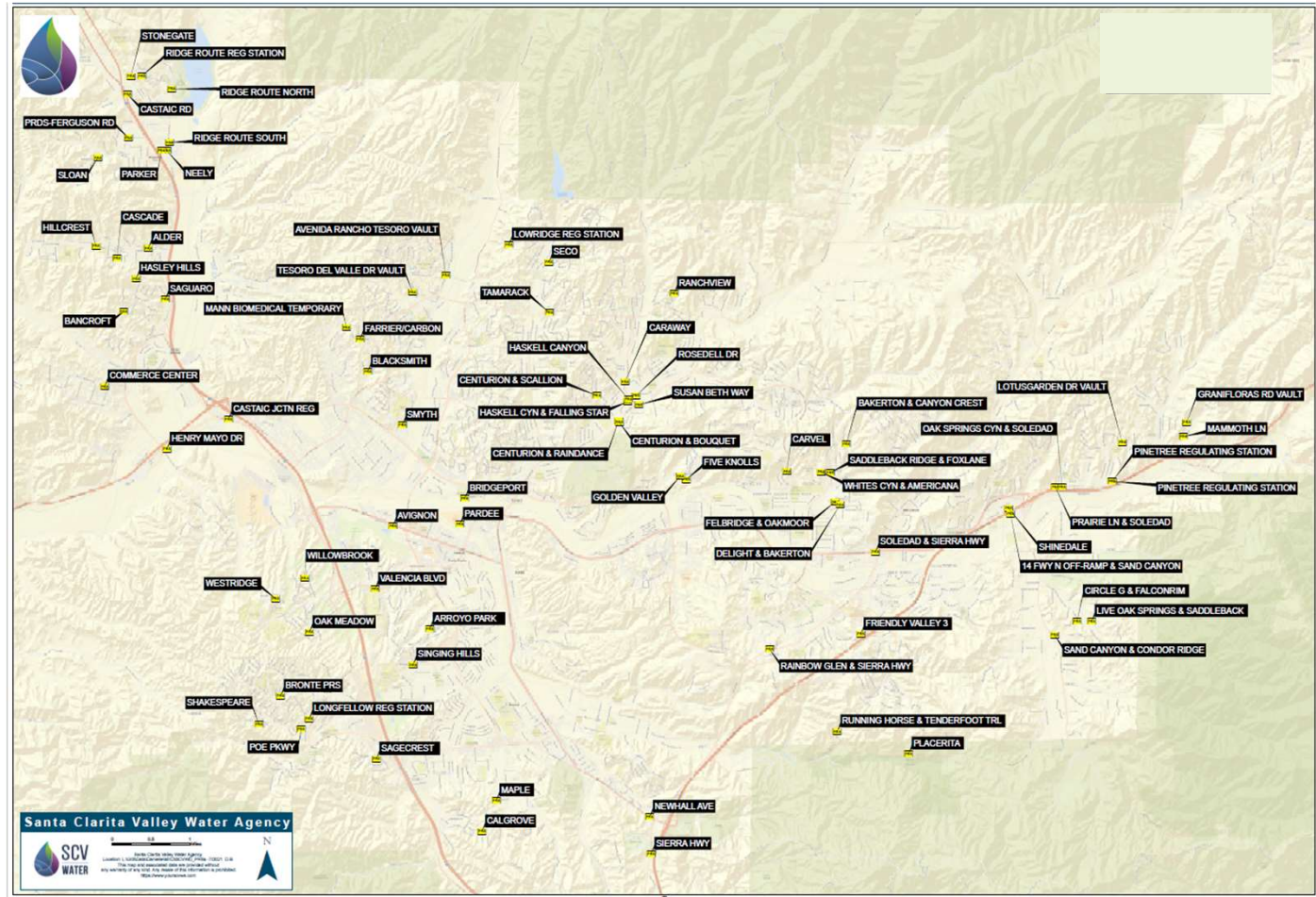
Santa Clarita Valley Water Agency Booster Stations



YOURSCVWATER.COM



Santa Clarita Valley Water Agency Pressure Regulating Stations



Santa Clarita Valley Water Agency

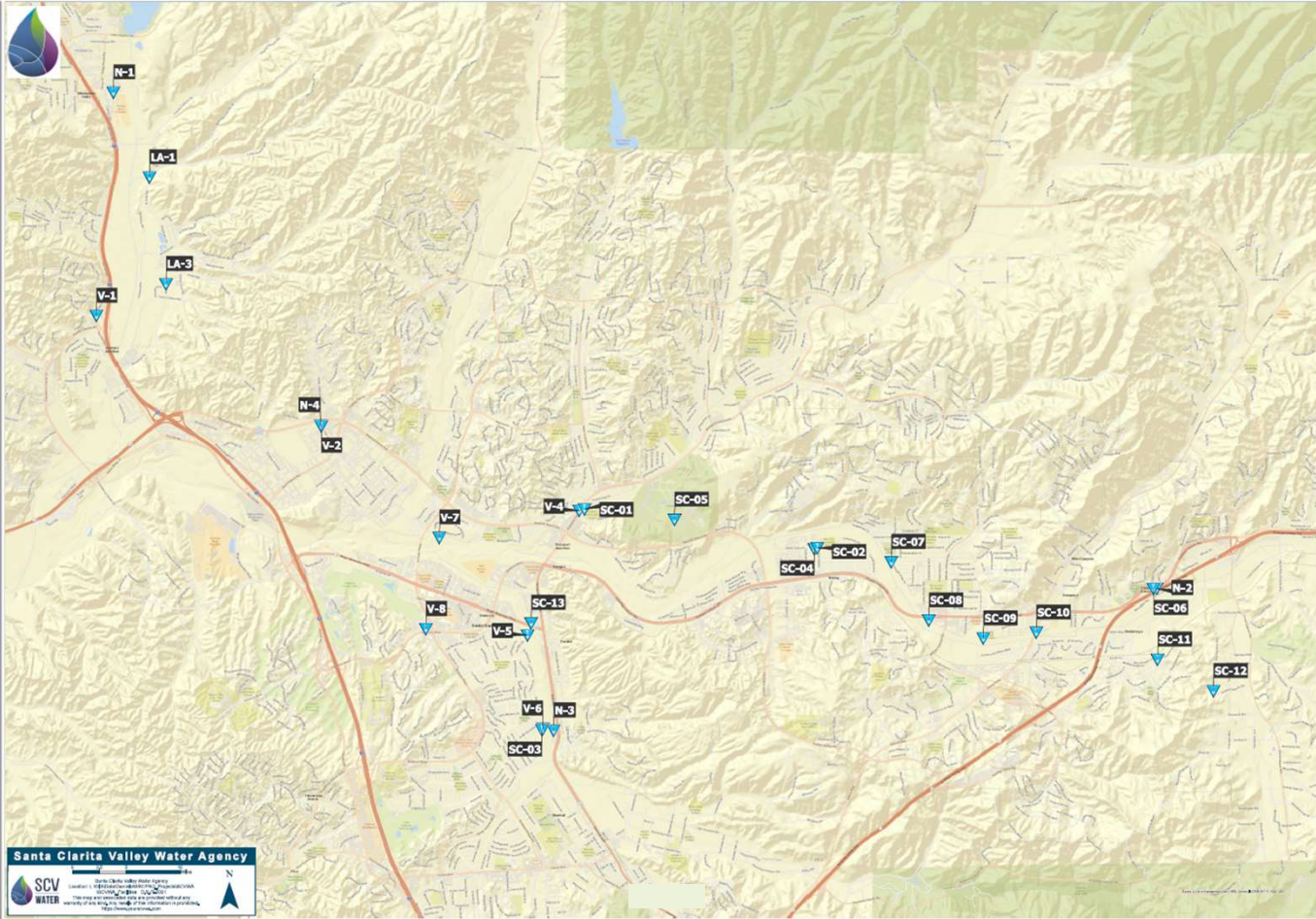
SCV WATER

Map of Santa Clarita Valley Water Agency Pressure Regulating Stations. All rights reserved. No part of this publication may be reproduced without the prior written permission of Santa Clarita Valley Water Agency. 2015

YOURSCVWATER.COM



Santa Clarita Valley Water Agency Turnouts



YOURSCVWATER.COM



Master Plan Consultant Selection

- March 1, 2022: Request for Proposal (RFP) on PlanetBids advertised
- April 27, 2022: Five (5) proposals received
- Evaluation Team: Engineering, Admin, Water Resources, Operations & Maintenance
- May 25 & 26, 2022: Interviews with two (2) firms
- Hazen & Sawyer selected based on:
 - Responsiveness (conformance and compliance) to the RFP requirements
 - Project understanding
 - Responsibility (resources/capability/qualifications/availability) to perform the work
 - Scope of work
 - Schedule

** SCV Water's objective and Strategic Plan Objective B.1: "Plan, design and build facilities to meet demand including storage capacity and interconnections between regional and retail water systems." and B.2: "Plan and budget for long-term replacements and improvements."



Master Plan Scope of Work

- Project Meetings and Workshops
- Data Collection and Review
- Water System Hydraulic Model Update and Calibration
- Hydraulic Model Training
- Water System Evaluation (storage, system interconnections, etc.)
- Pipeline Evaluation and Risk Assessment
- Water System Replacement/Rehab Priority Rating and CIP Program Recommendations
- Master Plan Report
- Dashboards



Master Plan Project Schedule

- Award Phase:
 - July 7, 2022: Engineering and Operations Committee
 - August 2, 2022: Board Meeting
- Master Plan:
 - August 2022: Notice to Proceed
 - August 2022 to March 2024: Planning Services



Master Plan Recommendation

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

-Adopt the resolution authorizing the General Manager to execute a purchase order for planning services with Hazen and Sawyer for an amount not to exceed \$1,525,000.



[This page intentionally left blank.]



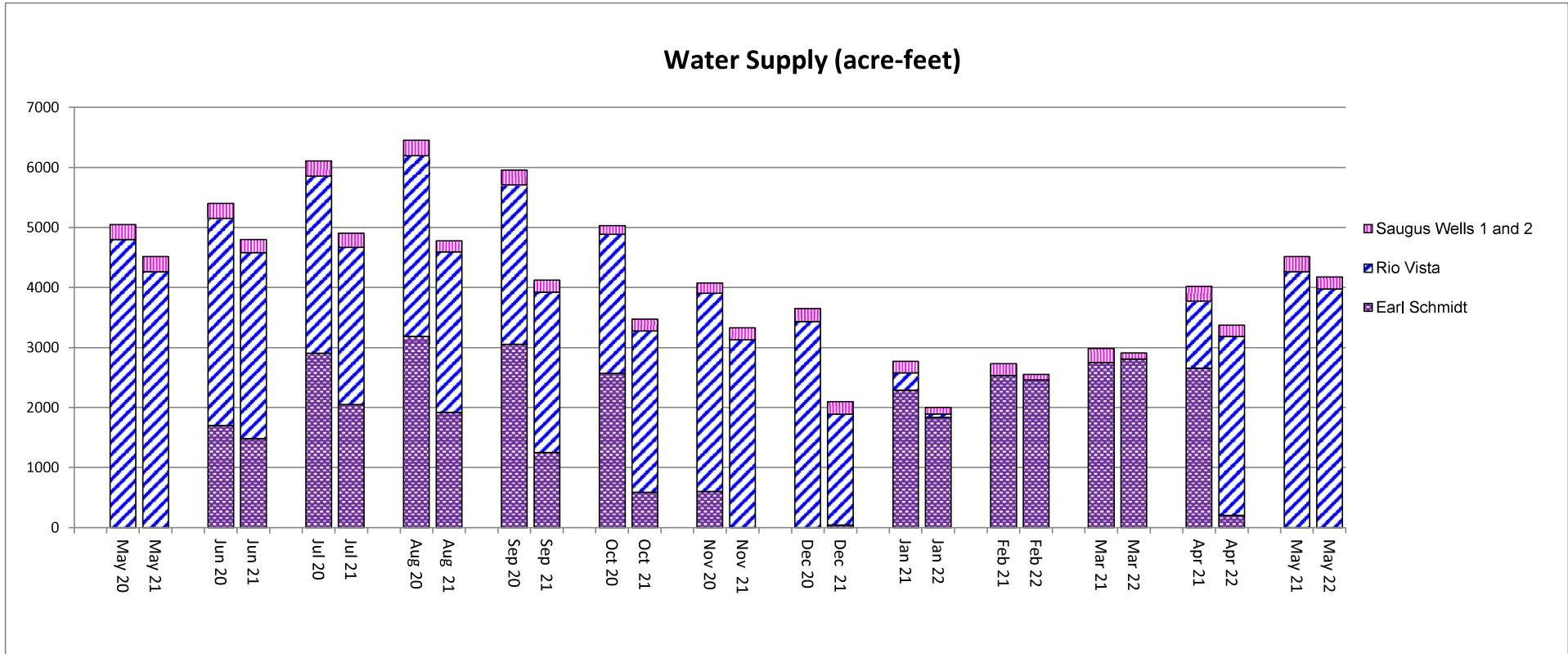
Monthly Operations & Production Report

May 2022

[This page intentionally left blank.]

SANTA CLARITA VALLEY WATER AGENCY
 May 2022 Regional Operations Report

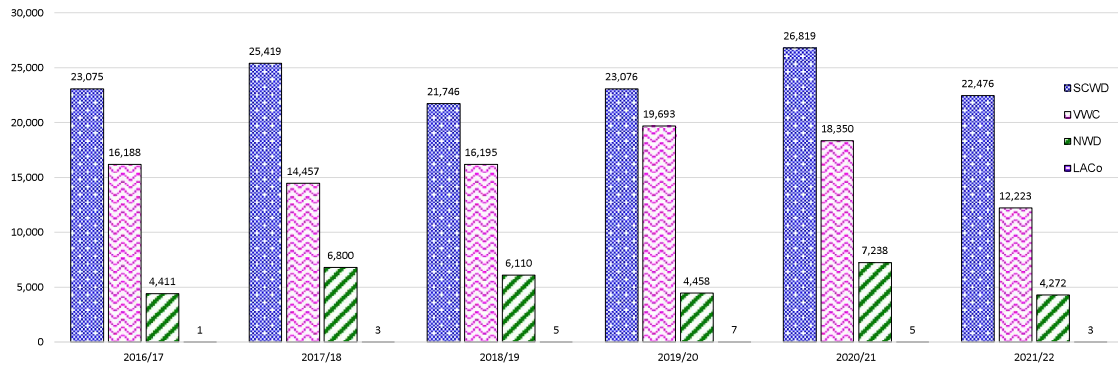
Water Supply (acre-feet)



Source	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	Apr-22	Total
Earl Schmidt	0	1484	2049	1922	1252	587	0	43	1837	2459	2810	208	0	14651
Rio Vista	4265	3098	2620	2675	2671	2689	3127	1847	55	0	0	2977	3975	29999
Saugus 1 and 2	251	218	239	183	200	193	200	205	106	94	102	186	202	2379
Total	4516	4800	4908	4780	4123	3469	3327	2095	1998	2553	2912	3371	4177	42852
Total Sold	4500	4809	5030	5069.61	4559	3585	3390	2113	2106	2593	3075	3243	4210	48282.61
RVWTP Use/Storage	29.93	48.12	-26.35	89.5	8.6	24.69	22.18	59.27	-64.57	3.22	-8.02	70.97	38.57	296.11
Total Use	4529.93	4857.12	5003.65	5159.11	4567.6	3609.69	3412.18	2172.27	2041.43	2596.22	3066.98	3313.97	4248.57	44330.15
Water Loss	0.31%	1.19%	1.95%	7.93%	10.78%	4.06%	2.56%	3.69%	2.17%	1.69%	5.32%	-1.69%	1.71%	3.33%
Recycled Water	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	Apr-22	Total
Valencia	51	66	71	66	56	42	28	9	15	19	31	57	108	619

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

HISTORICAL FY Production 2016-2022



HISTORICAL FY PRODUCTION 2016-2022

2016/17	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,404	2,663	2,368	2,128	1,712	1,377	952	844	1,359	2,040	2,456	2,772	23,075
VWC	1,565	1,640	1,305	1,080	607	620	643	764	1,123	1,728	2,499	2,614	16,188
NCWD	478	467	418	372	293	234	141	109	216	384	604	695	4,411
LACo	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	4,447	4,770	4,091	3,580	2,612	2,231	1,736	1,716	2,699	4,152	5,559	6,081	43,674
Cum. FYTD	4,447	9,218	13,309	16,888	19,501	21,732	23,467	25,184	27,882	32,034	37,593	43,674	
2017/18	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	3,085	3,035	2,589	2,462	1,922	1,955	1,578	1,580	969	1,905	2,076	2,264	25,419
VWC	2,089	1,723	1,184	1,260	966	969	853	676	619	1,160	1,336	1,622	14,457
NCWD	785	856	845	801	640	556	253	275	157	349	473	808	6,800
LACo	0	0	0	0	0	0	0	1	0	0	1	0	3
Total	5,958	5,615	4,619	4,522	3,528	3,481	2,684	2,532	1,746	3,414	3,885	4,695	46,680
Cum. FYTD	5,958	11,573	16,192	20,714	24,242	27,723	30,407	32,939	34,685	38,099	41,984	46,680	
2018/19	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,694	2,816	2,535	2,174	1,882	1,274	1,110	493	1,177	1,770	1,632	2,189	21,746
VWC	1,921	2,026	1,743	1,300	1,084	459	513	232	1,205	1,819	1,701	2,193	16,195
NWD	1,023	1,012	881	537	382	214	181	76	352	428	422	603	6,110
LACo	1	0	0	1	0	0	1	1	1	0	0	0	5
Total	5,639	5,855	5,160	4,011	3,349	1,947	1,805	802	2,735	4,016	3,754	4,985	44,057
Cum. FYTD	5,639	11,494	16,654	20,665	24,014	25,961	27,766	28,567	31,302	35,318	39,072	44,057	
2019/20	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,610	2,743	2,475	2,310	1,845	980	1,207	1,416	1,212	1,368	2,358	2,552	23,076
VWC	2,491	2,518	2,348	2,145	1,526	604	957	762	919	1,066	2,171	2,186	19,693
NWD	721	518	492	422	280	130	188	232	177	226	475	597	4,458
LACo	2	0	0	1	1	1	1	0	0	0	0	0	7
Total	5,823	5,779	5,316	4,879	3,651	1,715	2,353	2,411	2,309	2,660	5,004	5,336	47,234
Cum. FYTD	5,823	11,602	16,918	21,796	25,448	27,162	29,515	31,926	34,235	36,894	41,898	47,234	
2020/21	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,849	3,117	2,792	2,470	1,907	1,907	1,548	1,423	1,590	2,080	2,428	2,709	26,819
VWC	2,316	2,257	2,115	1,915	1,653	1,324	904	892	962	1,233	1,383	1,395	18,350
NWD	882	999	963	584	490	375	313	347	318	573	689	705	7,238
LACo	0	0	0	0	0	0	0	0	0	0	0	0	5
Total	6,048	6,373	5,870	4,970	4,050	3,605	2,766	2,662	2,871	3,887	4,500	4,809	52,413
Cum. FYTD	6,048	12,422	18,292	23,262	27,312	30,918	33,683	36,346	39,216	43,103	47,603	52,413	
2021/22	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
SCWD	2,950	2,924	2,593	2,053	1,941	1,255	1,331	1,547	1,800	1,865	2,217	0	22,476
VWC	1,381	1,439	1,386	1,172	1,158	690	634	799	984	1,040	1,540	0	12,223
NWD	700	705	581	358	291	167	140	247	292	338	453	0	4,272
LACo	1	1	0	0	0	0	0	0	0	0	0	0	3
Total	5,030	5,070	4,559	3,585	3,390	2,113	2,106	2,593	3,075	3,243	4,210	0	38,974
Cum. FYTD	5,030	10,100	14,660	18,244	21,634	23,747	25,852	28,445	31,521	34,764	38,974	38,974	

*Total does not include recycled water.

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

	<i>2000-01</i>	<i>2001-02</i>	<i>2002-03</i>	<i>2003-04</i>	<i>2004-05</i>	<i>2005-06</i>	<i>2006-07</i>	<i>2007-08</i>	<i>2008-09</i>	<i>2009-10</i>	<i>2010-11</i>
Oct	1.13	0.22	0.00	1.10	4.79	1.91	0.42	0.25	0.09	4.04	1.34
Nov	0.00	3.18	3.01	0.63	0.64	0.59	0.05	0.50	1.78	0.08	1.87
Dec	0.00	1.30	5.85	2.57	8.54	0.14	0.83	2.67	3.01	4.28	11.97
Jan	5.84	1.55	0.00	0.65	17.06	3.27	1.66	17.54	0.69	9.13	0.96
Feb	10.76	0.51	9.03	8.07	16.69	3.78	1.38	1.82	6.78	4.96	5.36
Mar	3.38	0.38	2.38	0.37	2.70	5.68	0.17	0.10	1.18	0.69	8.86
Apr	2.56	0.05	2.35	0.20	1.42	4.22	0.71	0.07	0.07	2.40	0.12
May	0.00	0.12	1.70	0.00	0.45	0.99	0.00	0.17	0.01	0.07	0.74
Jun	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.04
Jul	0.00	0.00	0.02	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.01
Aug	0.00	0.00	0.00	0.00	0.09	0.00	0.00	0.00	0.00	0.00	0.00
Sep	0.00	0.02	0.00	0.00	0.17	0.00	1.32	0.00	0.00	0.00	0.00
TOTAL	23.67	7.34	24.34	13.59	52.55	20.58	6.58	23.12	13.64	25.65	31.27
	<i>2011-12</i>	<i>2012-13</i>	<i>2013-14</i>	<i>2014-15</i>	<i>2015-16</i>	<i>2016-17</i>	<i>2017-18</i>	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>	<i>2021-22</i>
Oct	1.97	0.15	0.11	0.32	0.17	0.43	0.00	0.52	0.01	0.04	1.22
Nov	2.50	2.20	1.41	0.64	0.21	1.49	0.06	1.87	2.61	0.14	0.04
Dec	1.19	1.54	0.37	6.16	0.49	3.44	0.01	2.77	5.12	1.40	13.86
Jan	1.23	1.94	0.06	1.44	6.07	10.30	3.18	8.08	0.54	2.08	0.40
Feb	0.13	0.42	5.26	0.74	0.69	8.98	0.35	8.56	0.12	0.03	0.00
Mar	4.99	1.21	1.64	1.09	2.75	0.33	7.50	4.15	5.81	0.84	1.96
Apr	4.02	0.00	0.31	0.16	0.37	0.09	0.02	0.09	4.45	0.01	0.12
May	0.01	0.74	0.00	0.66	0.09	0.26	0.01	1.60	0.16	0.00	0.00
Jun	0.00	0.00	0.00	0.01	0.01	0.00	0.00	0.01	0.01	0.00	
Jul	0.00	0.08	0.02	0.87	0.00	0.01	0.00	0.00	0.00	0.00	
Aug	0.01	0.00	0.05	0.00	0.02	0.07	0.00	0.00	0.00	0.03	
Sep	0.02	0.00	0.00	0.78	0.00	0.13	0.02	0.03	0.01	0.00	
TOTAL	16.07	8.28	9.23	12.87	10.87	25.53	11.15	27.68	18.84	4.57	17.60

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

SANTA CLARITA VALLEY WATER AGENCY
WATER PRODUCTION 2022 (ACRE-FEET)

GROUNDWATER - ALLUVIUM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
C1	26	30	36	38	43								174
C2	13	14	18	19	21								85
C7	35	41	48	50	58								232
CLARK	0	0	0	0	0								0
D	0	0	0	0	0								0
E15	54	62	79	76	92								364
E17	45	54	64	66	74								303
GUIDA	45	53	52	41	34								225
HONBY	0	0	0	0	0								0
LOST CANYON NO.2	5	26	19	20	18								87
LOST CANYON NO.2A	28	63	43	55	70								259
MITCHELL 5A	6	0	0	0	0								6
MITCHELL 5B	0	0	0	0	0								0
N	89	79	91	75	106								440
N7	145	88	211	165	183								791
N8	160	184	104	129	133								709
NORTH OAKS CENTRAL	0	0	0	0	0								1
NORTH OAKS EAST	0	0	0	0	0								0
NORTH OAKS WEST	0	0	0	0	0								0
P1	15	12	0	0	0								27
P3	52	46	13	14	16								143
P4	0	0	0	0	0								0
P5	0	0	0	0	0								0
Q2	0	0	0	0	0								0
S6	0	0	0	0	0								0
S7	0	0	0	0	0								0
S8	0	0	0	0	0								1
SAND CANYON	28	63	52	52	66								261
SANTA CLARA	0	0	0	0	0								0
SIERRA	40	48	57	53	68								265
T7	0	0	0	0	0								0
U4	0	0	0	0	0								0
U6	0	0	0	0	0								0
VALLEY CENTER	0	0	0	0	0								0
W9	35	50	61	82	52								280
W10	58	95	108	152	103								517
W11	45	63	79	106	75								369
	922	1074	1135	1195	1212	0	0	0	0	0	0	0	5537
GROUNDWATER - SAUGUS													
159	0	0	1	3	6								10
160 - DOM	35	42	0	0	0								77
160 - VGC (not included in % by Source)	13	25	0	0	0								37
201	0	0	0	0	0								0
205	0	0	0	0	0								0
206	50	106	132	157	177								622
207	54	116	140	130	65								504
N12	109	117	142	145	170								682
N13	122	132	161	166	198								779
SAUGUS 1	103	93	102	98	101								497
SAUGUS 2	3	1	0	88	101								194
	489	630	678	788	818	0	0	0	0	0	0	0	3403
TOTAL GROUNDWATER	1411	1704	1813	1983	2030	0	0	0	0	0	0	0	8940

SANTA CLARITA VALLEY WATER AGENCY
 WATER PRODUCTION 2022 (ACRE-FEET)

SURFACE WATER + SAUGUS 1 & SAUGUS 2	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
N-1	26	30	28	26	40								150
N-2	27	61	123	133	160								504
N-3	26	49	34	45	52								207
N-4	60	107	107	133	202								609
SC-1	253	264	260	216	244								1238
SC-2	0	13	125	226	268								633
SC-3	4	37	104	111	134								389
SC-4	287	354	315	310	380								1647
SC-5	16	0	0	44	76								136
SC-6	70	81	73	69	40								332
SC-7	154	201	195	168	225								942
SC-8	120	163	159	124	150								716
SC-9	263	245	291	289	302								1389
SC-10	25	31	29	36	51								171
SC-11	0	0	0	0	0								0
SC-12	48	54	129	175	238								643
SC-13	92	104	122	96	109								523
V-1	90	115	131	139	162								636
V-2	184	259	297	196	369								1305
V-4	34	46	44	55	98								277
V-5	150	126	108	256	319								959
V-6	51	59	15	89	113								327
V-7	42	56	135	137	199								569
V-8	84	138	253	169	279								923
	2106	2593	3075	3243	4210	0	0	0	0	0	0	0	15227
TOTAL SURFACE WATER - SAUGUS 1 & SAUGUS 2	1999	2499	2973	3057	4008	0	0	0	0	0	0	0	14536
TOTAL PRODUCTION (GW + SURFACE WATER)	3410	4203	4786	5040	6038	0	0	0	0	0	0	0	23477
% BY SOURCE													
GROUNDWATER	41%	40%	38%	39%	34%								38%
SURFACE WATER	59%	60%	62%	61%	66%								62%
RAW WATER - SOURCE													
RWWTP	55	0	0	2,977	3,975								7,007
ESFP	1,837	2,459	2,810	208	0								7,313
RECYCLED WATER													
RWPS 1	15	19	31	57	108								231
WHOLESALE - LA COUNTY WATERWORKS 36													
LA 1	0	0	0	0	0								0
LA 3	0	0	0	0	0								0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0

[This page intentionally left blank.]

[This page intentionally left blank.]



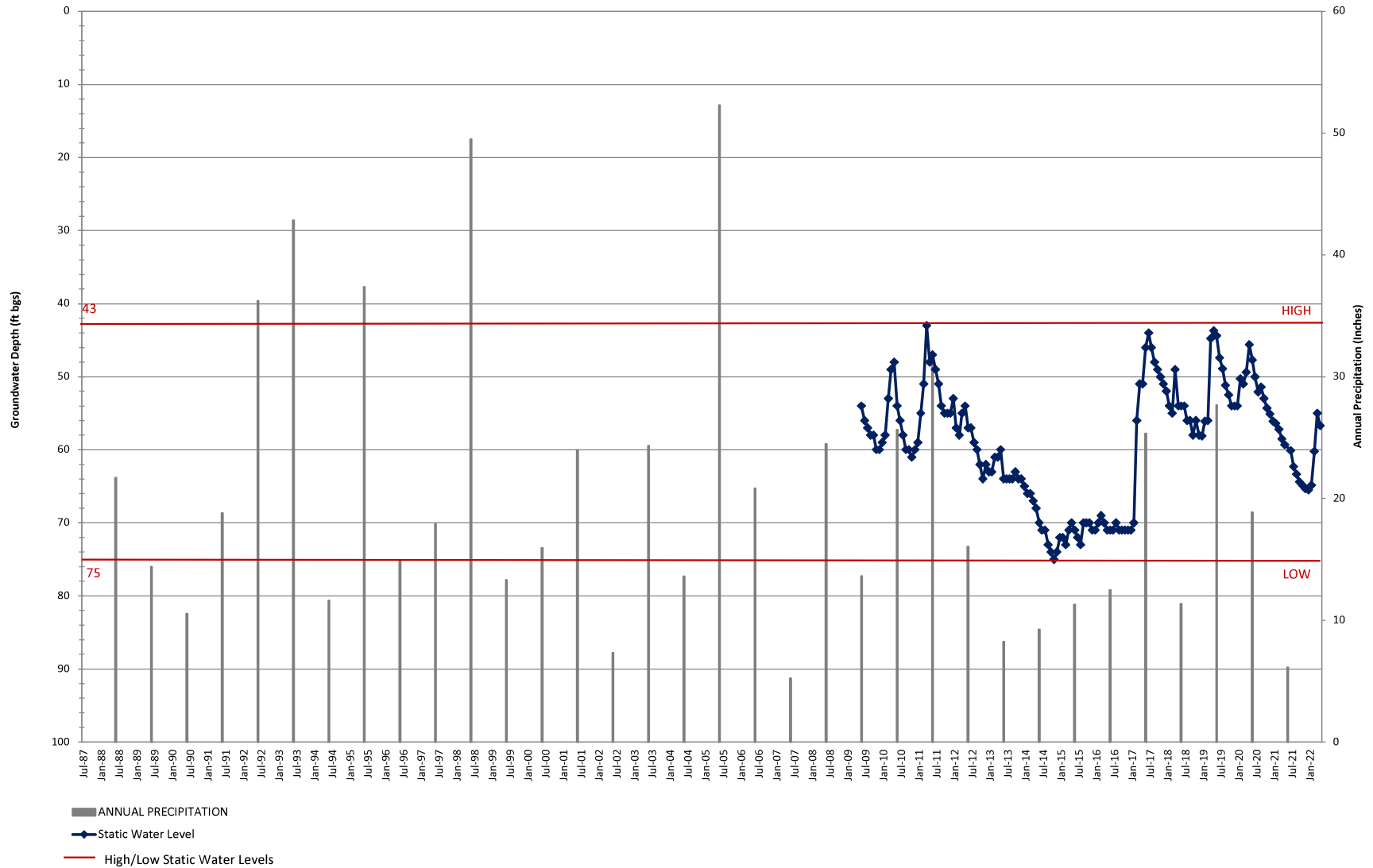
TABLE OF CONTENTS

MAY 2022

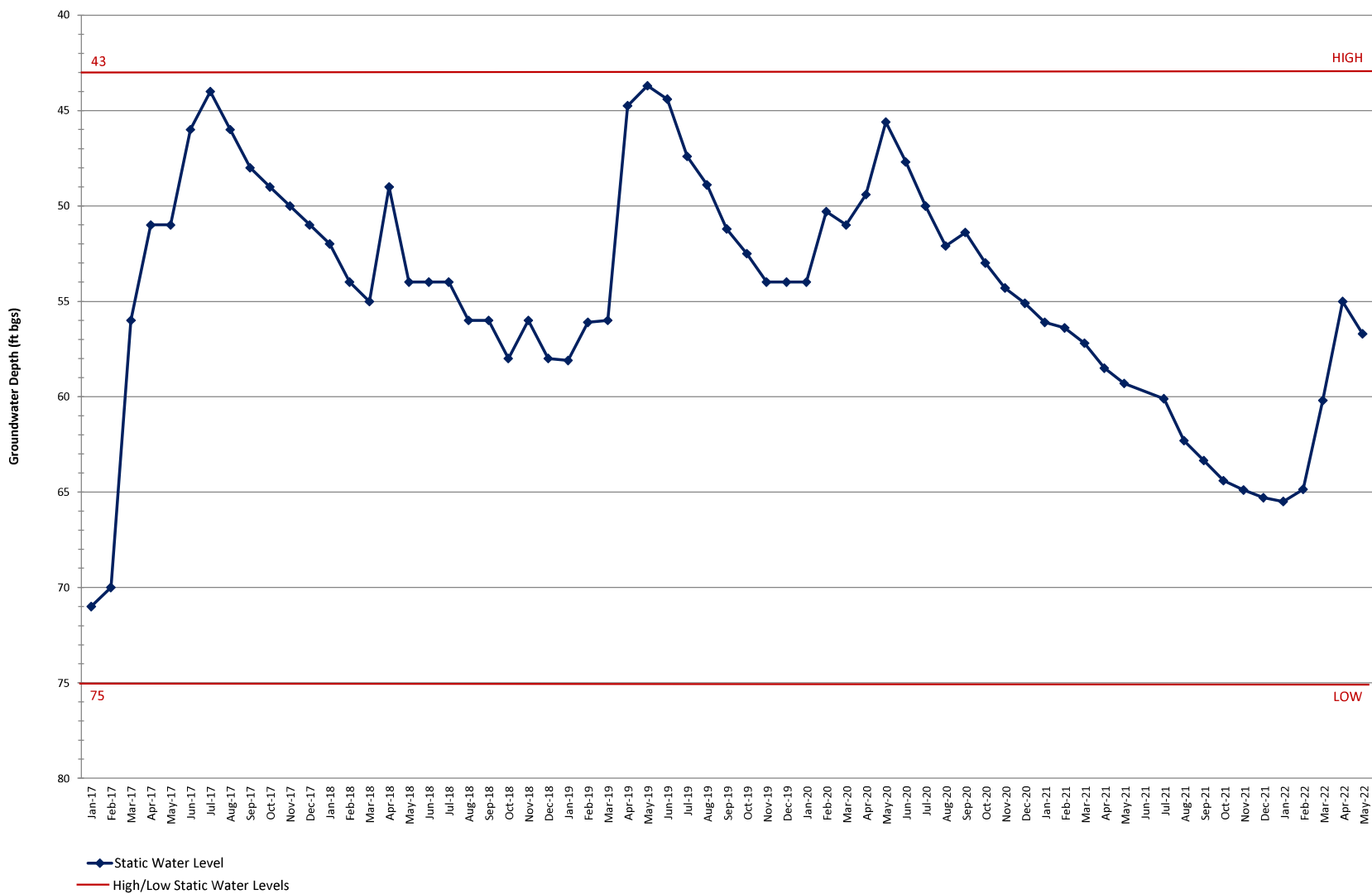
	PAGE NO.
SCV WATER WELL GRAPHS	11
C7 -----	13-14
C2 -----	15-16
C1 -----	17-18
D -----	19-20
E15 -----	21-22
E17 -----	23-24
207 -----	25-26
206 -----	27-28
159 -----	29-30
160 -----	31-32
W9 -----	33-34
W11 -----	35-36
W10 -----	37-38
S6 -----	39-40
S7 -----	41-42
S8 -----	43-44
205 -----	45-46
201 -----	47-48
N -----	49-50
N7 -----	51-52
N12 -----	53-54
N13 -----	55-56
N8 -----	57-58
Q2 -----	59-60

GUIDA #14	-----	61-62
T7	-----	63-64
CLARK #15	-----	65-66
U6	-----	67-68
U4	-----	69-70
VALLEY CENTER	-----	71-72
HONBY #12	-----	73-74
SANTA CLARA	-----	75-76
NORTH OAKS CENTRAL #8	-----	77-78
NORTH OAKS WEST #9	-----	79-80
NORTH OAKS EAST #7	-----	81-82
SIERRA #6	-----	83-84
MITCHELL #5A	-----	85-86
MITCHELL #5B	-----	87-88
SAND CANYON #3	-----	89-90
LOST CANYON #2A	-----	91-92
LOST CANYON 2	-----	93-94
P4	-----	95-96
P3	-----	97-98
P5	-----	99-100
P1	-----	101-102

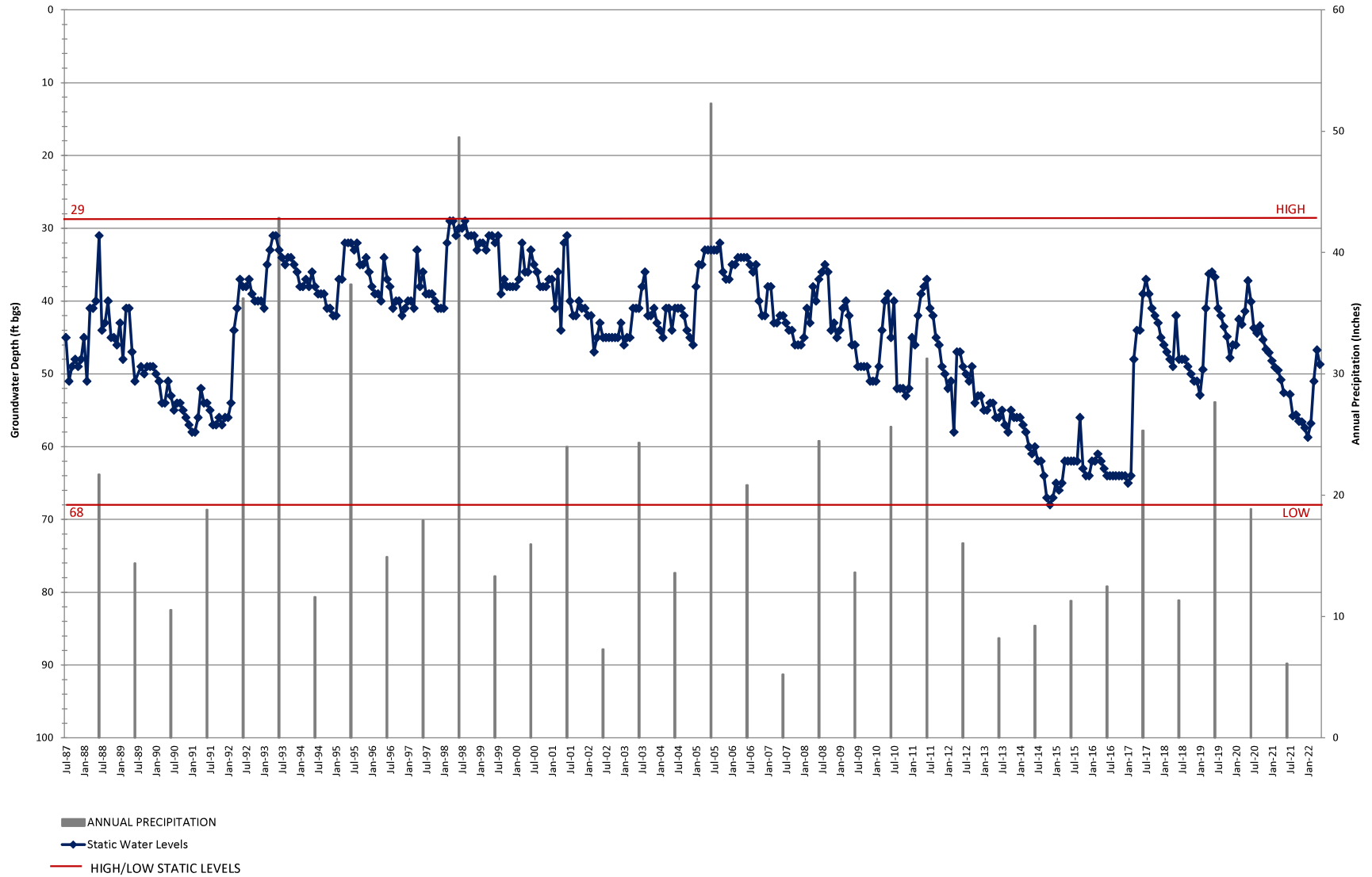
SCV WATER WELL C7
 STATIC WATER LEVEL VS PRECIPITATION



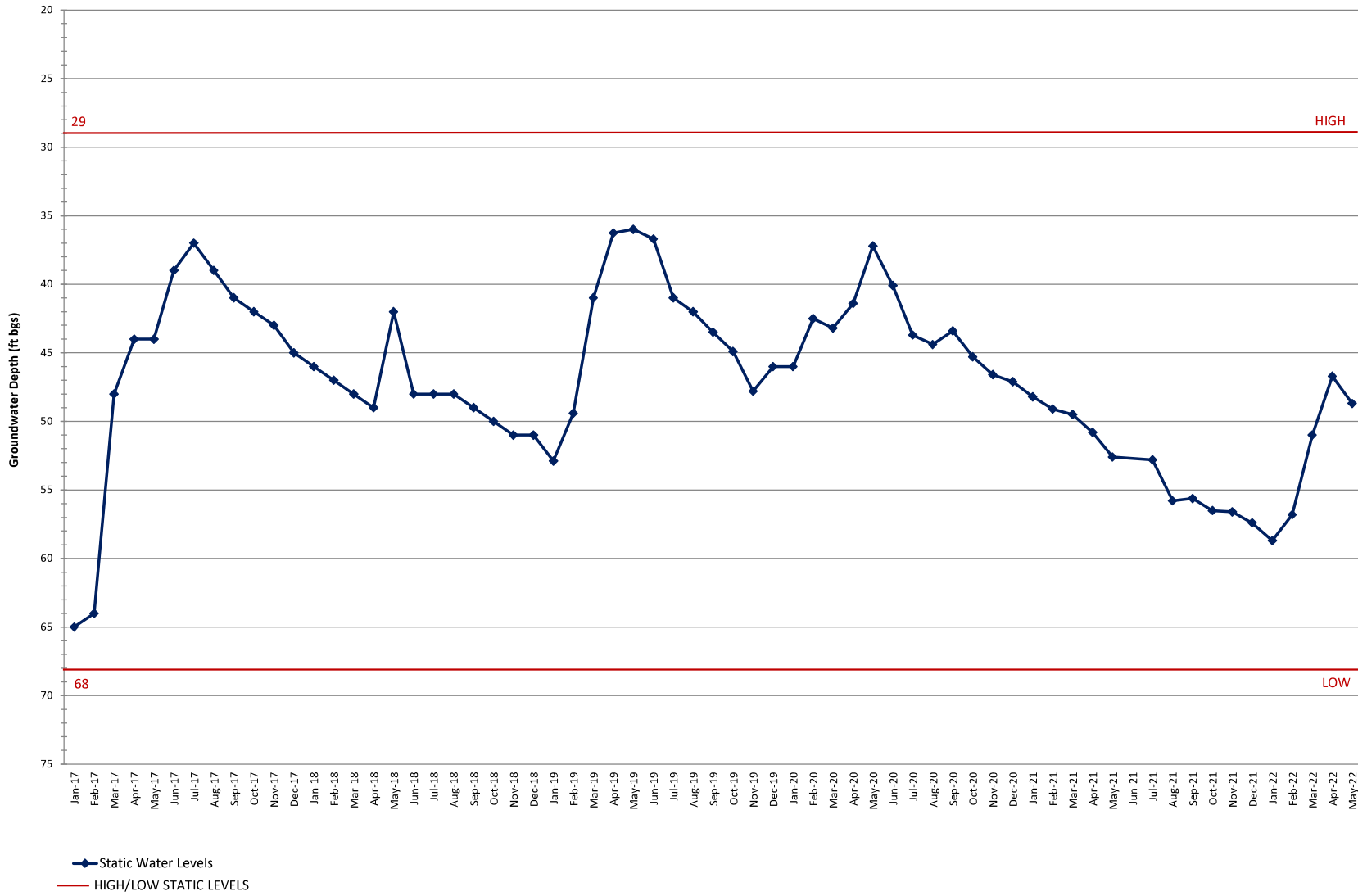
SCV WATER WELL C7
 STATIC WATER LEVEL



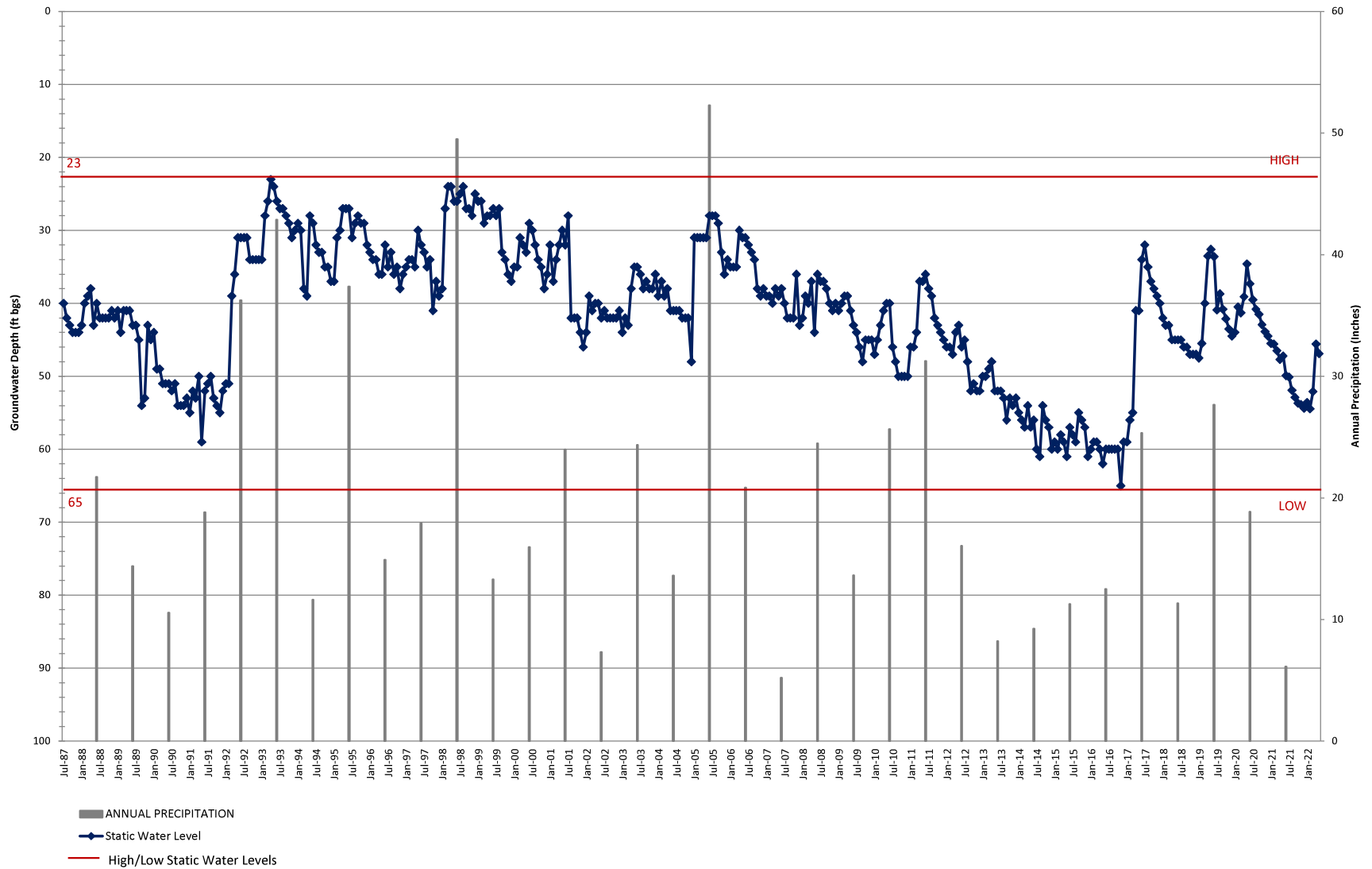
SCV WATER WELL C2
 STATIC WATER LEVEL VS PRECIPITATION



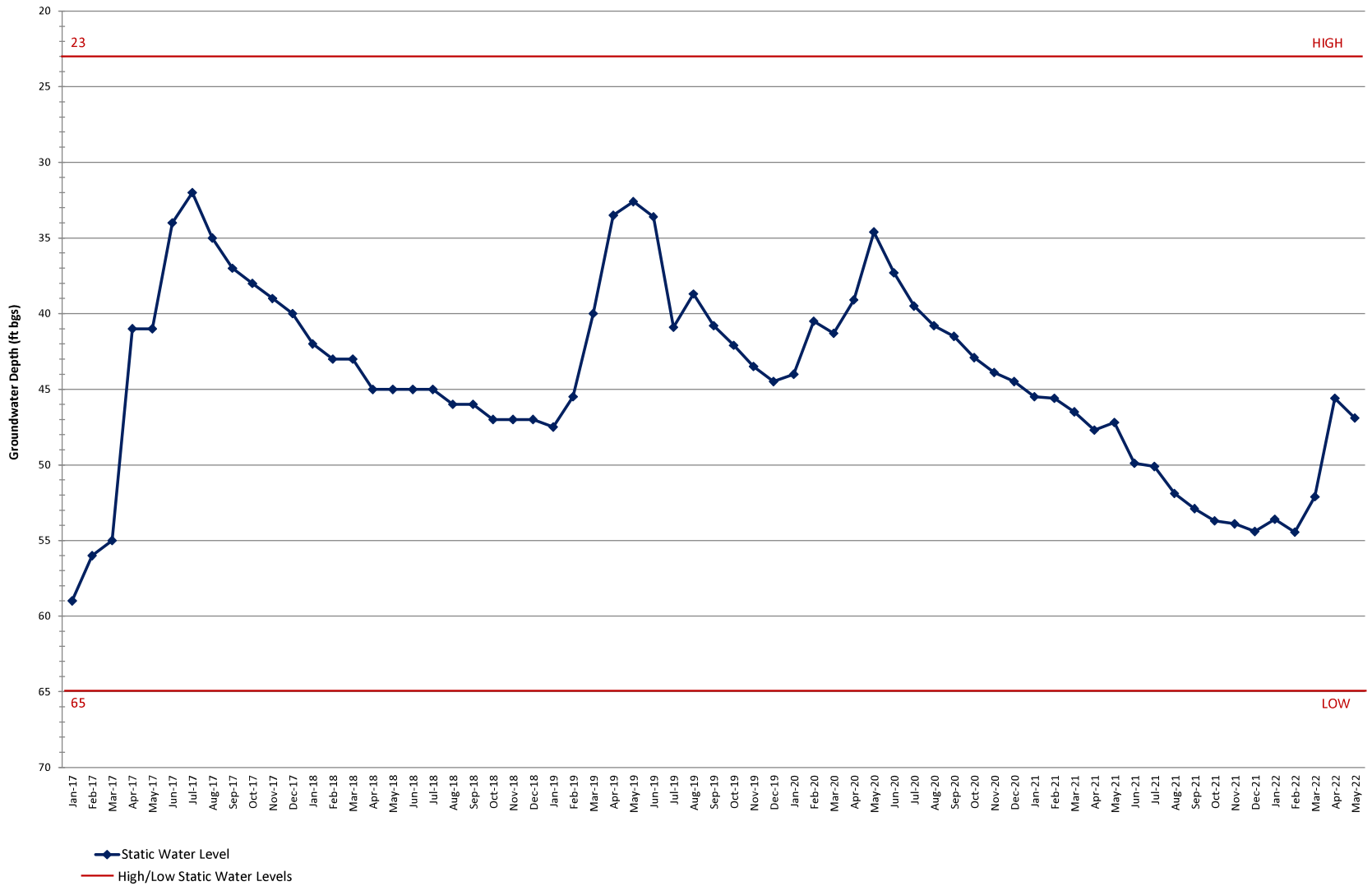
SCV WATER WELL C2
 STATIC WATER LEVEL



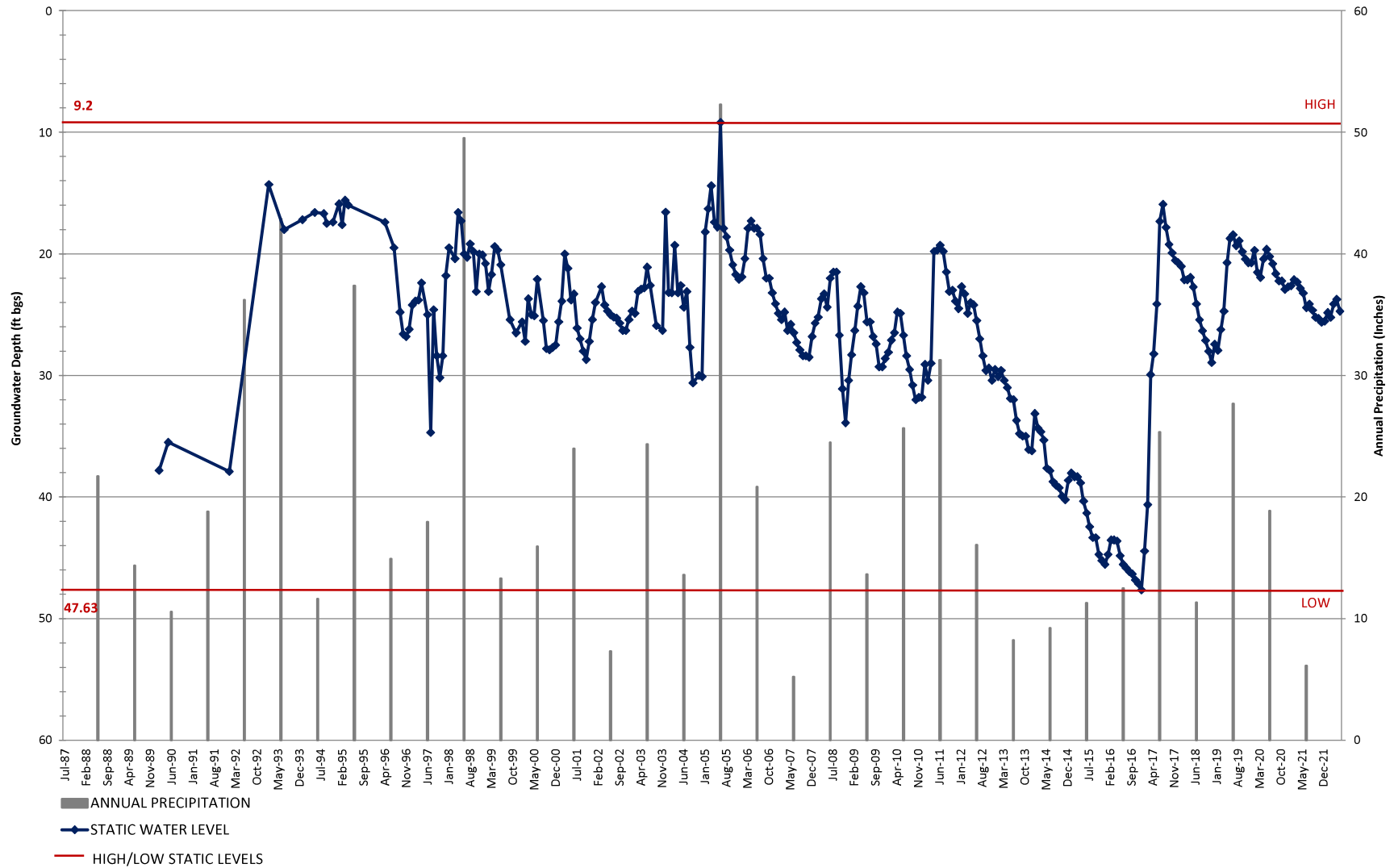
SCV WATER WELL C1
 STATIC WATER LEVEL VS PRECIPITATION



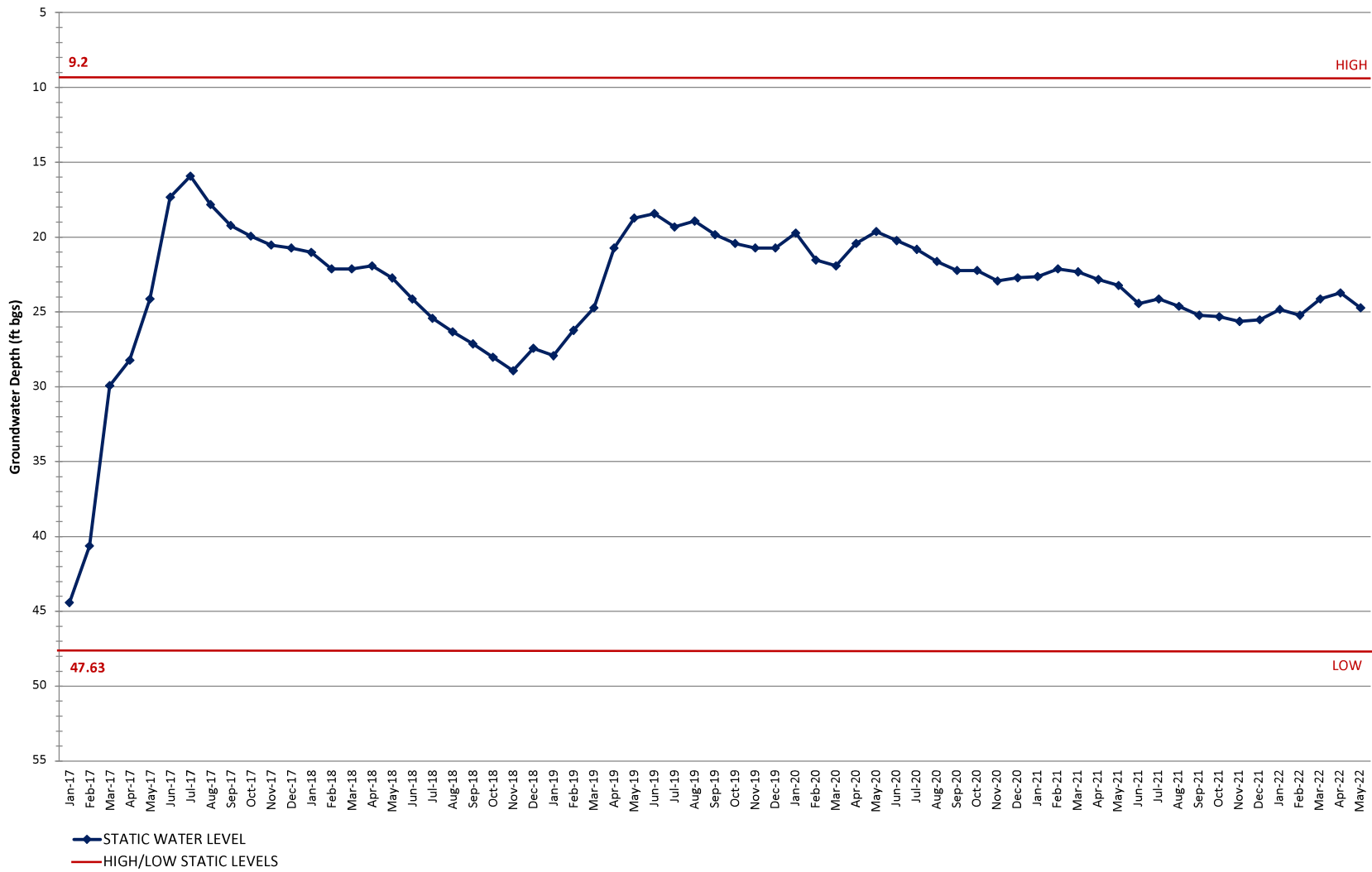
SCV WATER WELL C1
 STATIC WATER LEVEL



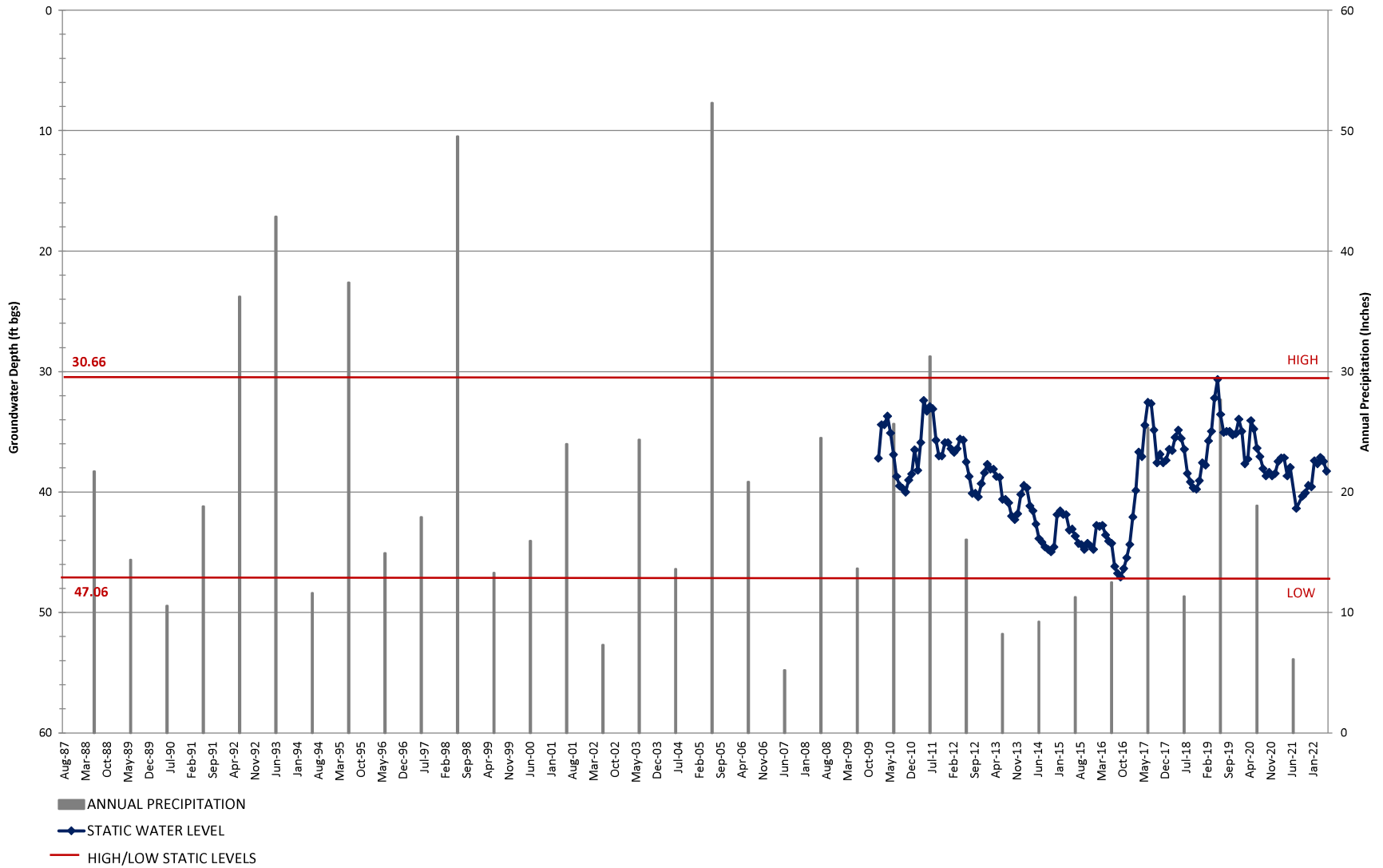
SCV WATER WELL D
 STATIC WATER LEVEL VS PRECIPITATION



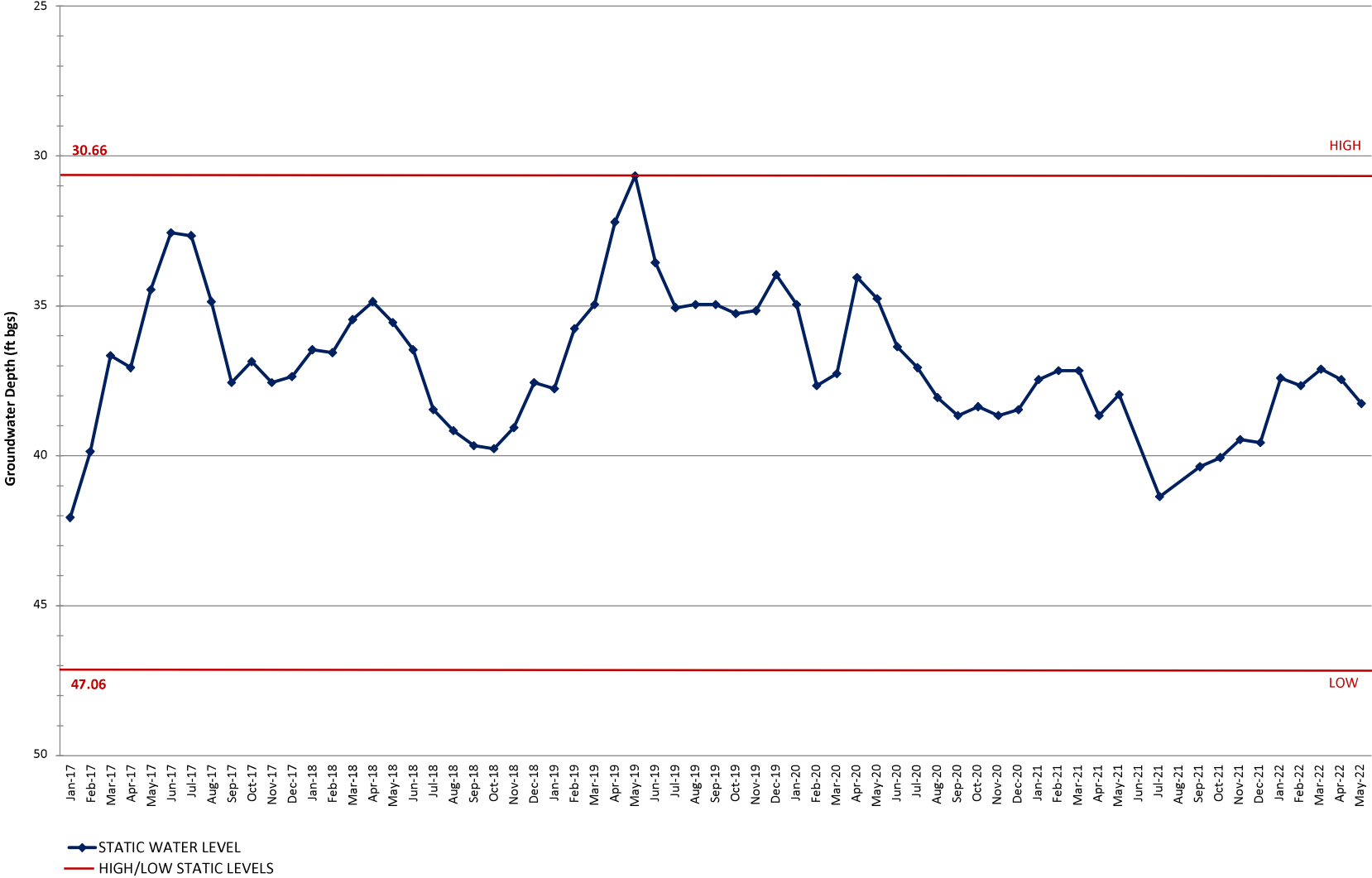
SCV WATER WELL D
 STATIC WATER LEVEL



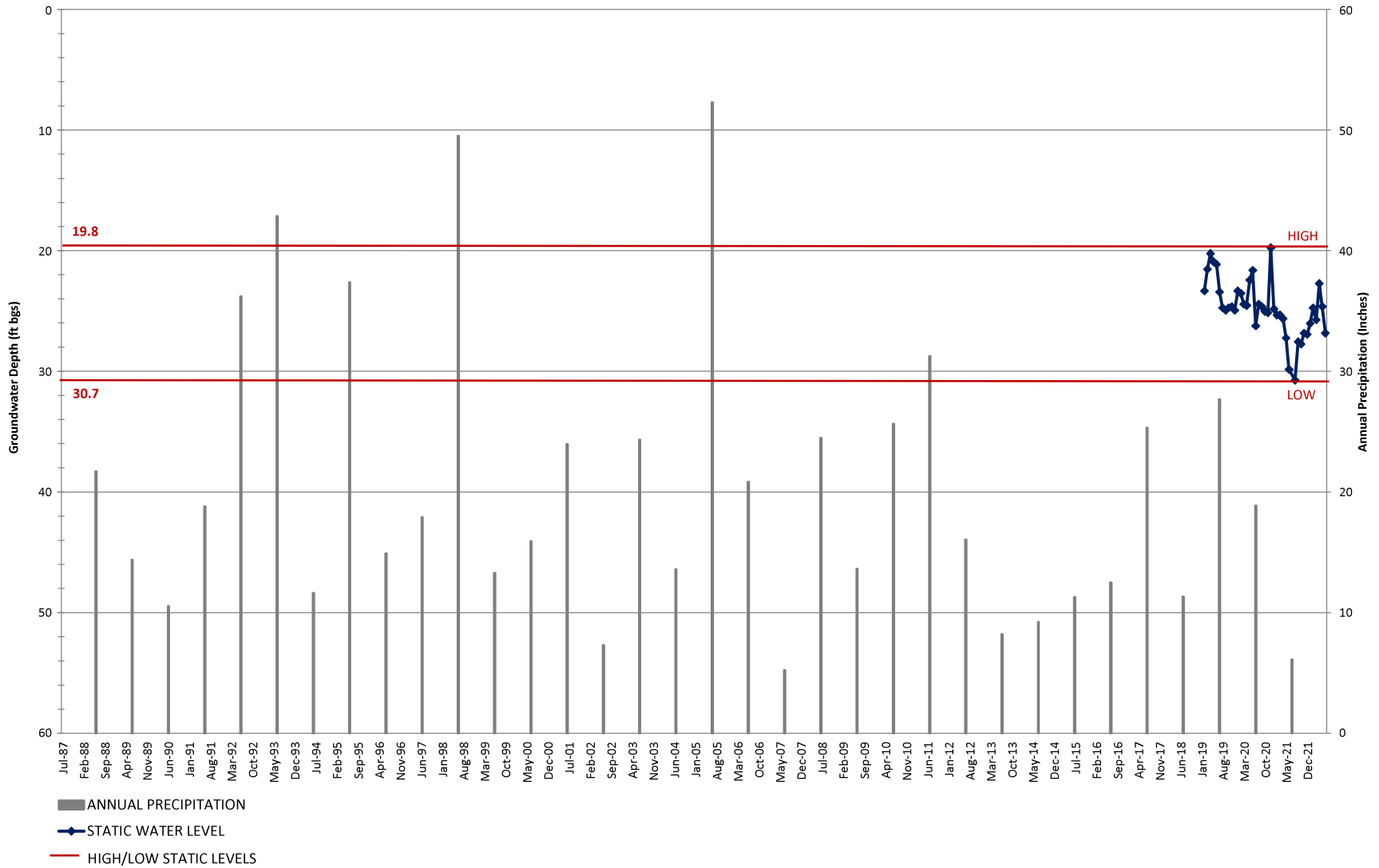
SCV WATER WELL E15
 STATIC WATER LEVEL VS. PRECIPITATION



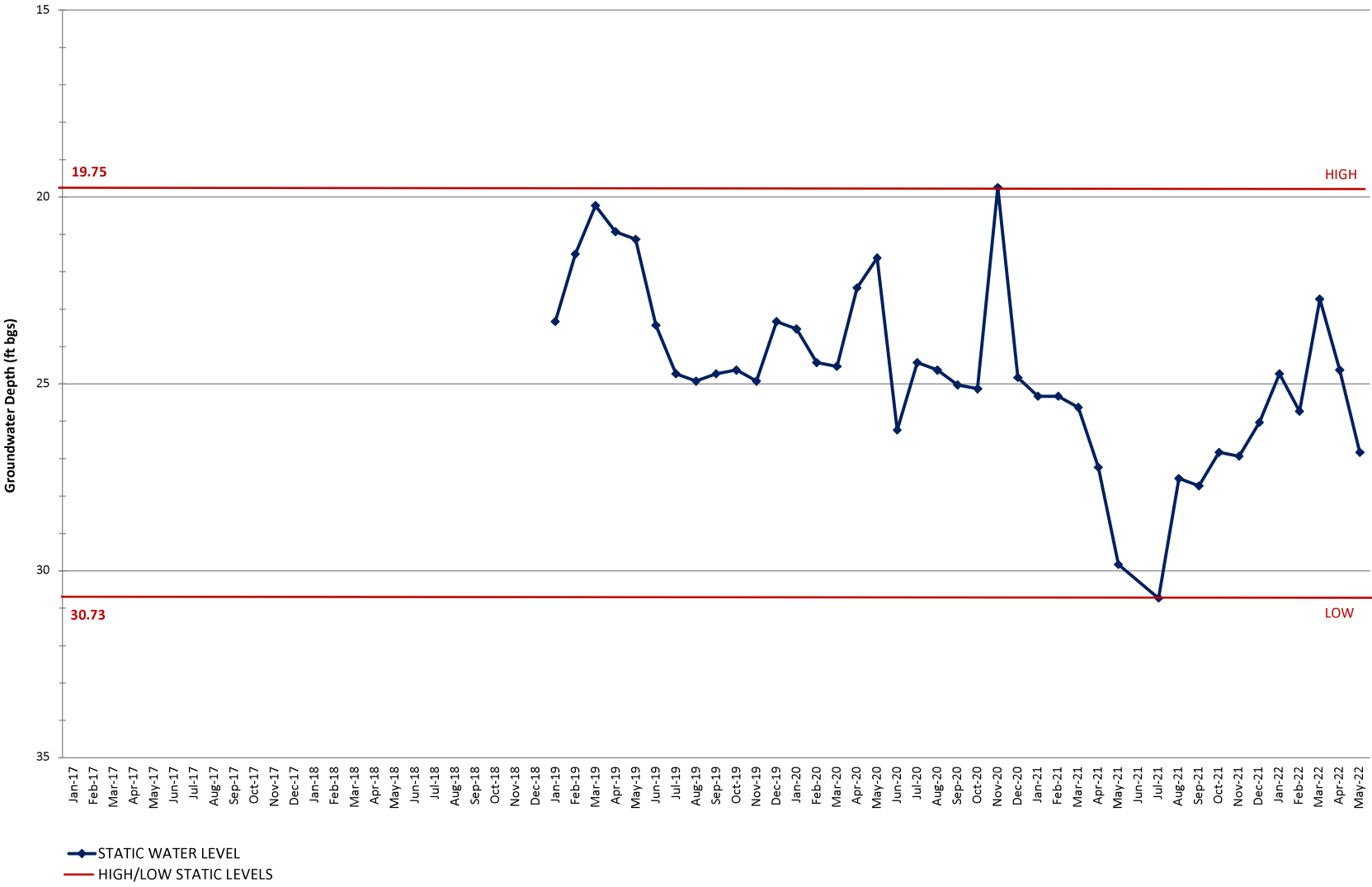
SCV WATER WELL E15
 STATIC WATER LEVEL



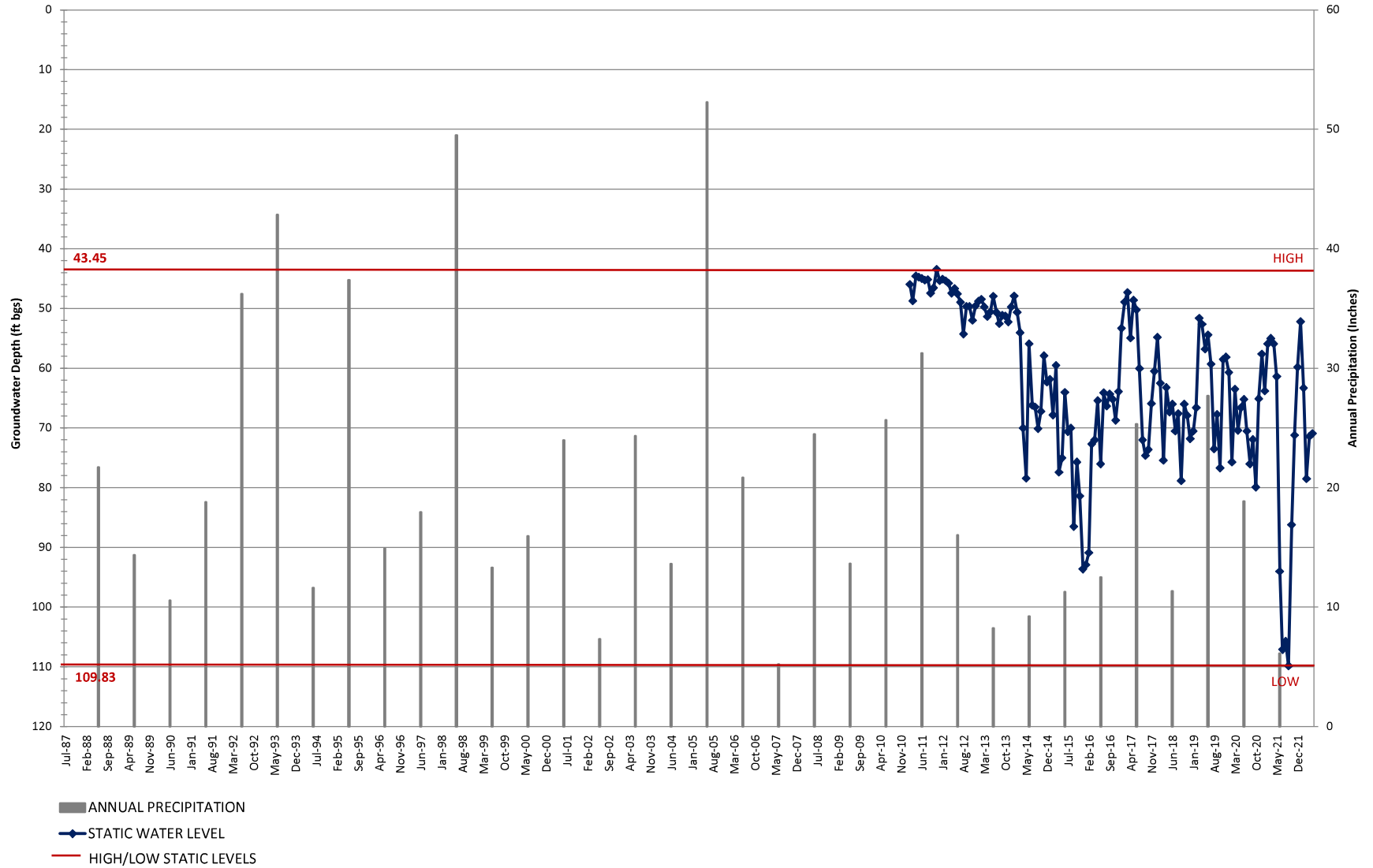
SCV WATER WELL E17
 STATIC WATER LEVEL VS. PRECIPITATION



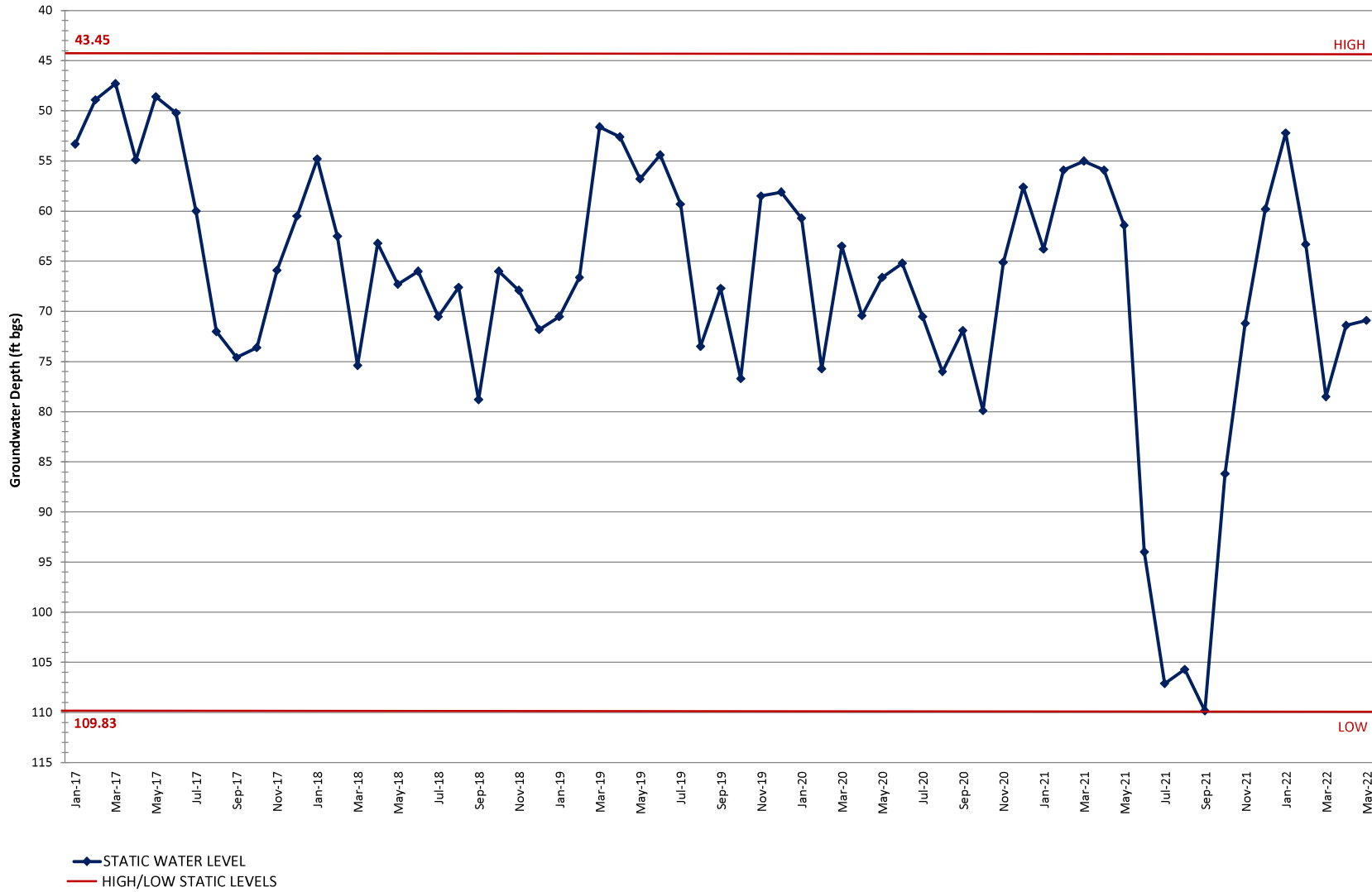
SCV WATER WELL E17
STATIC WATER LEVEL



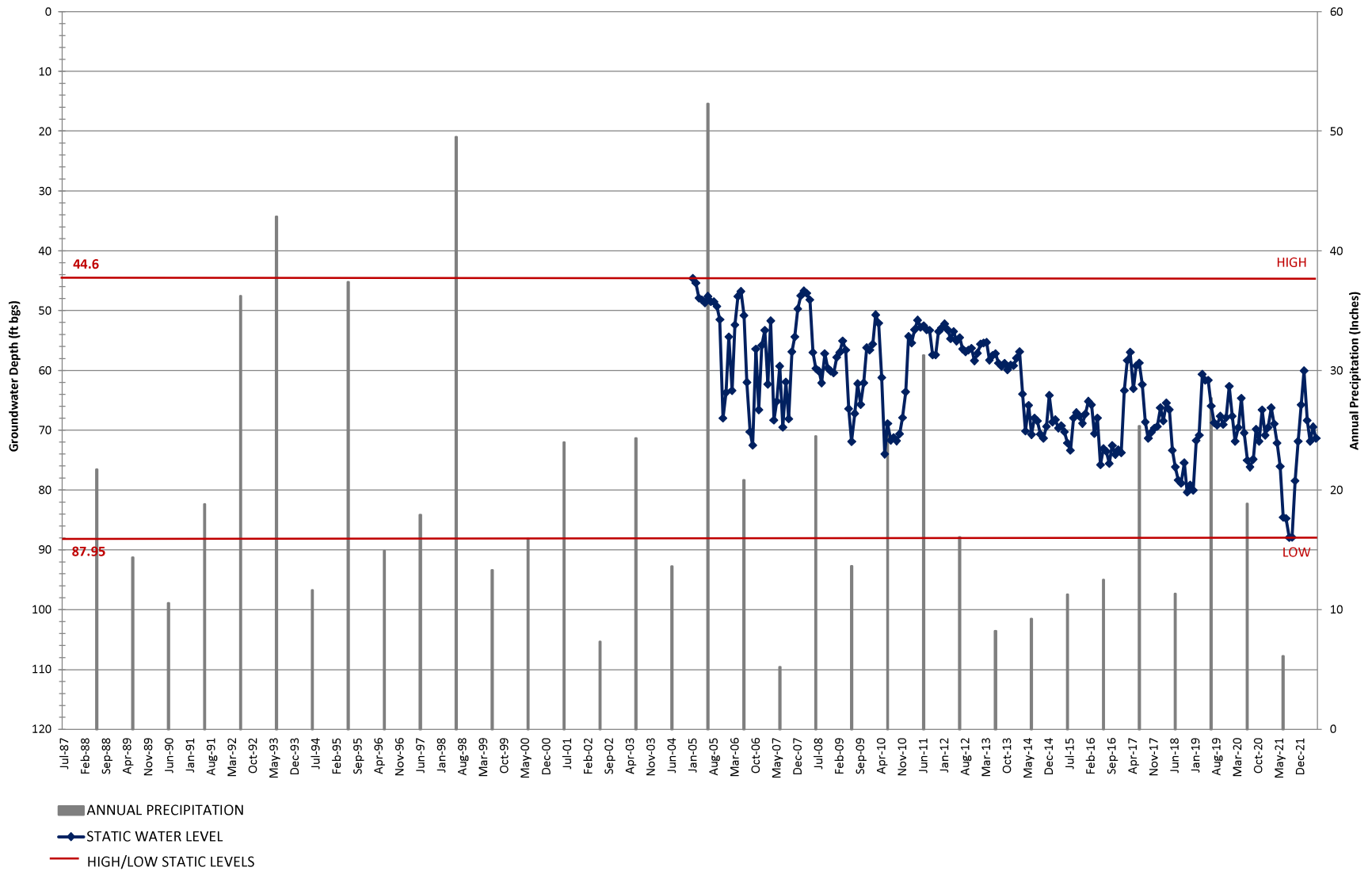
SCV WATER WELL 207
 STATIC WATER LEVEL VS PRECIPITATION



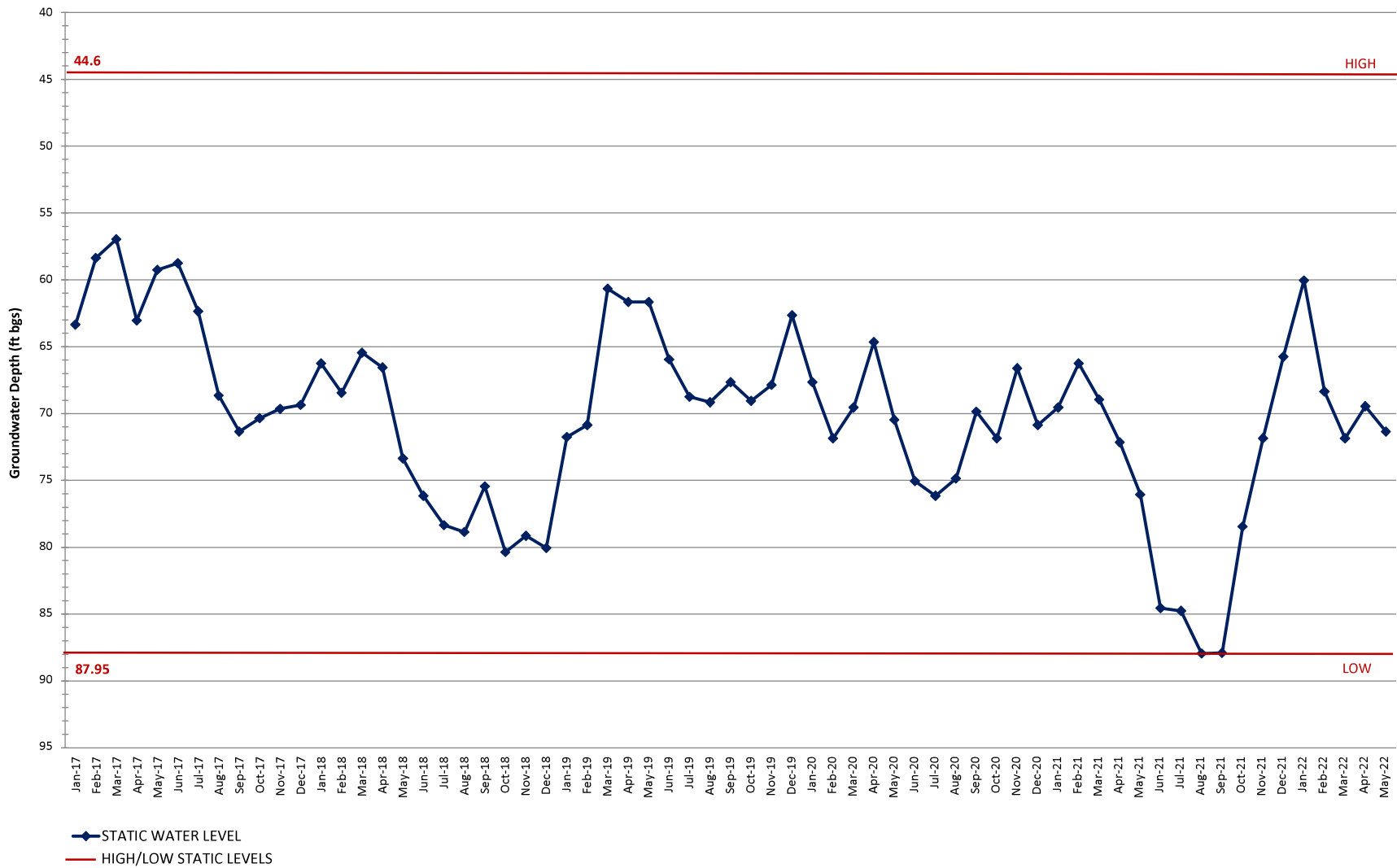
SCV WATER WELL 207
 STATIC WATER LEVEL



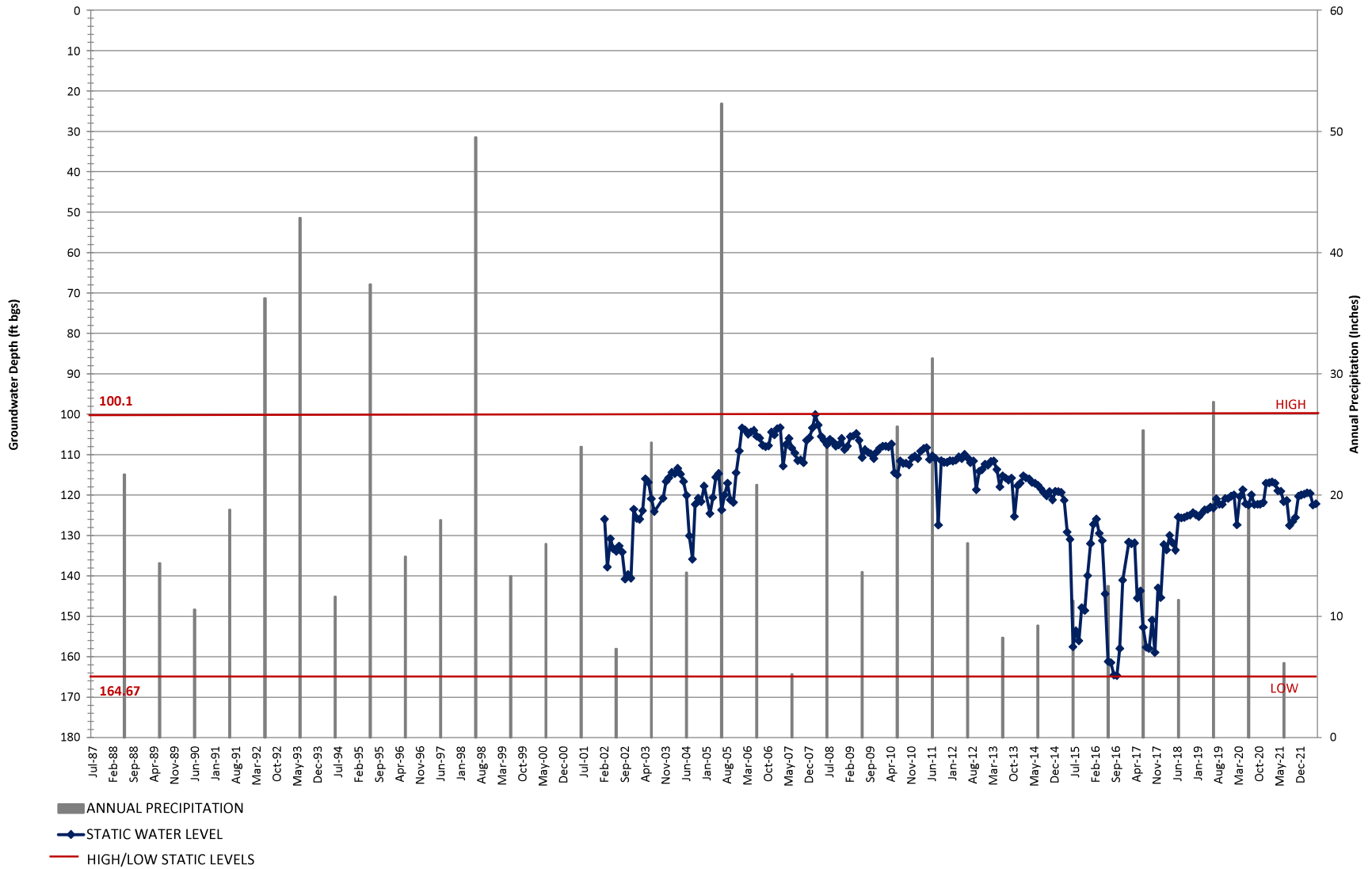
SCV WATER WELL 206
 STATIC WATER LEVEL VS PRECIPITATION



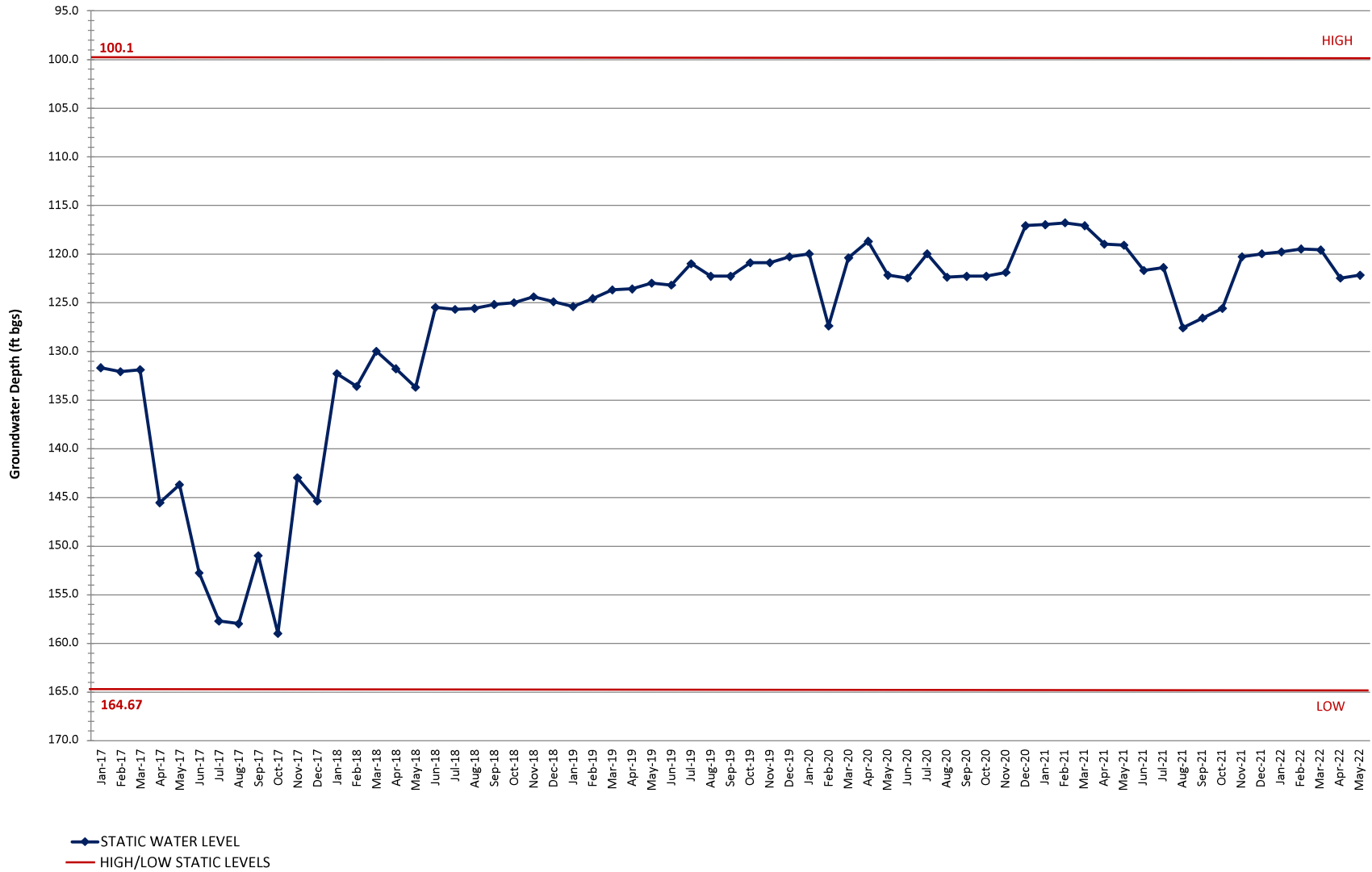
SCV WATER WELL 206
STATIC WATER LEVEL



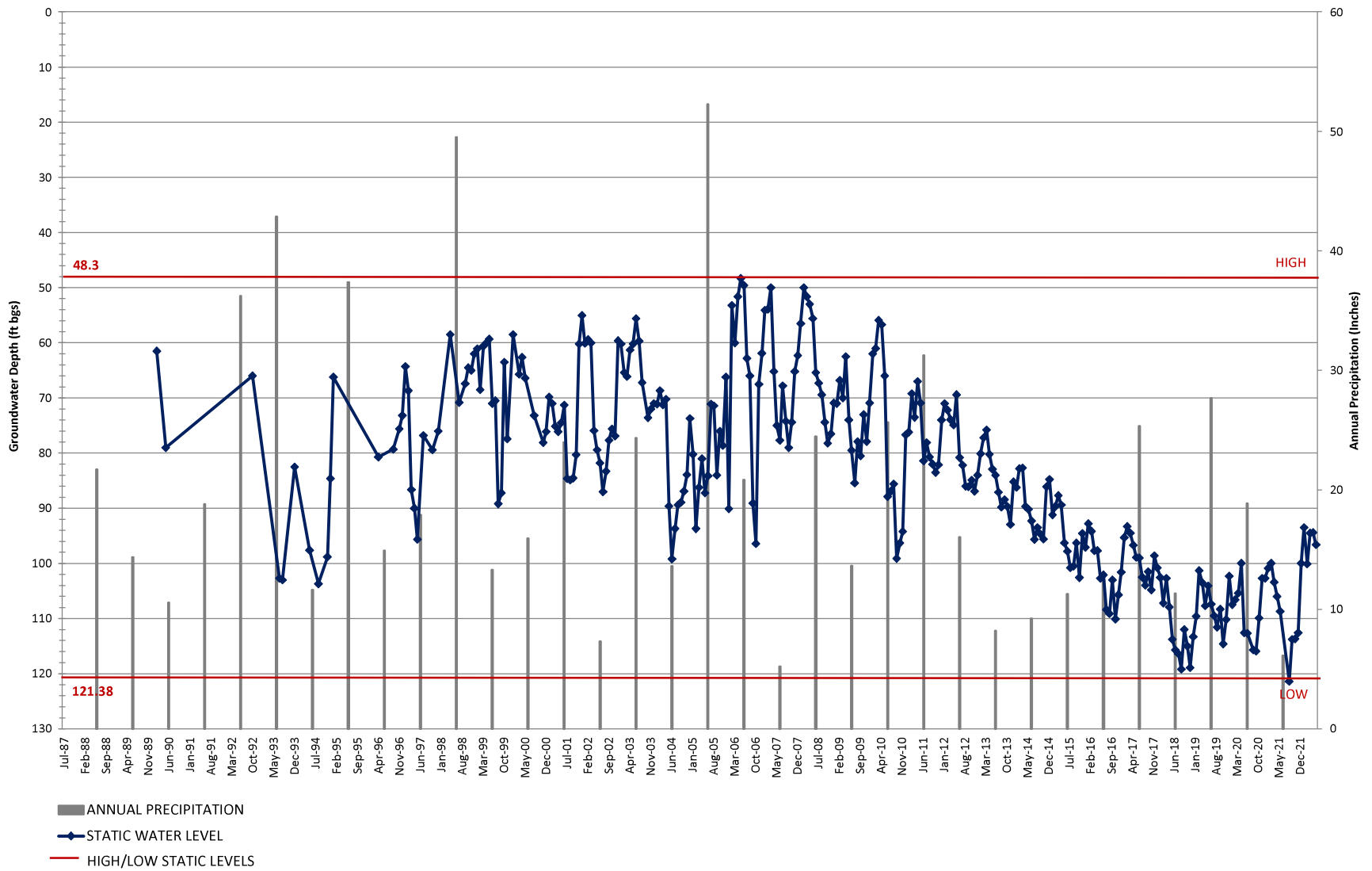
SCV WATER WELL 159
 STATIC WATER LEVEL VS PRECIPITATION



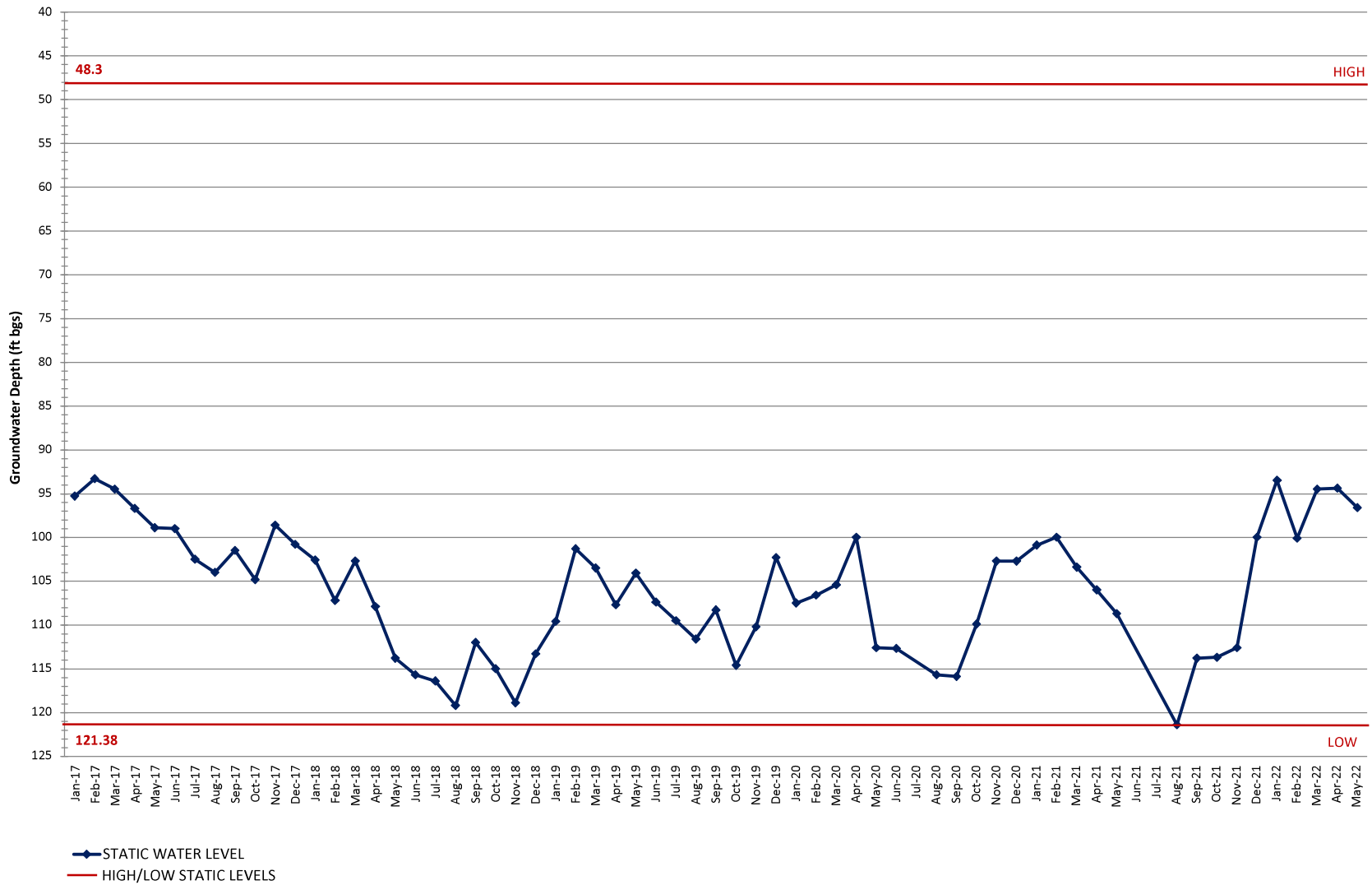
SCV WATER WELL 159
STATIC WATER LEVEL



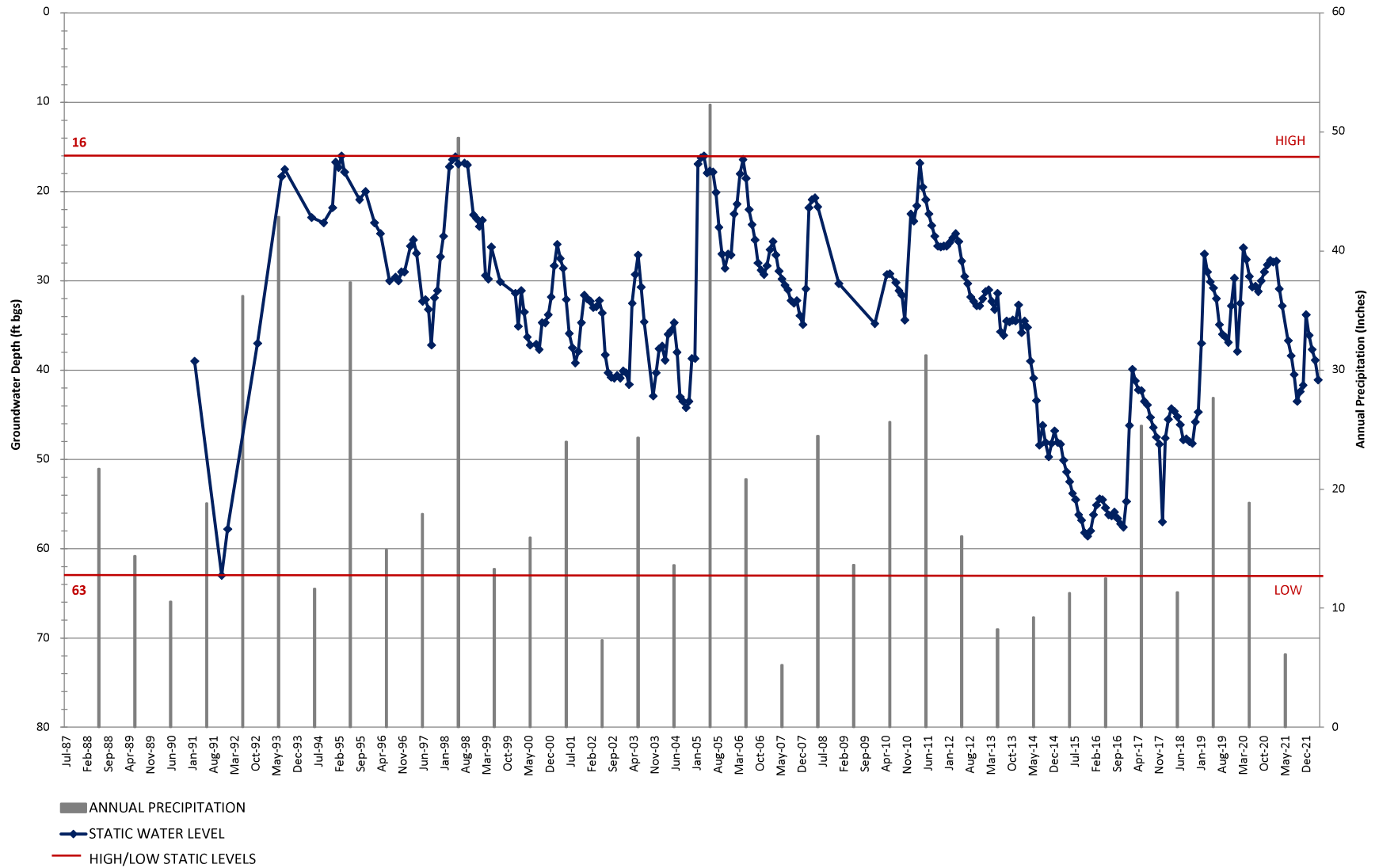
SCV WATER WELL 160
 STATIC WATER LEVEL VS PRECIPITATION



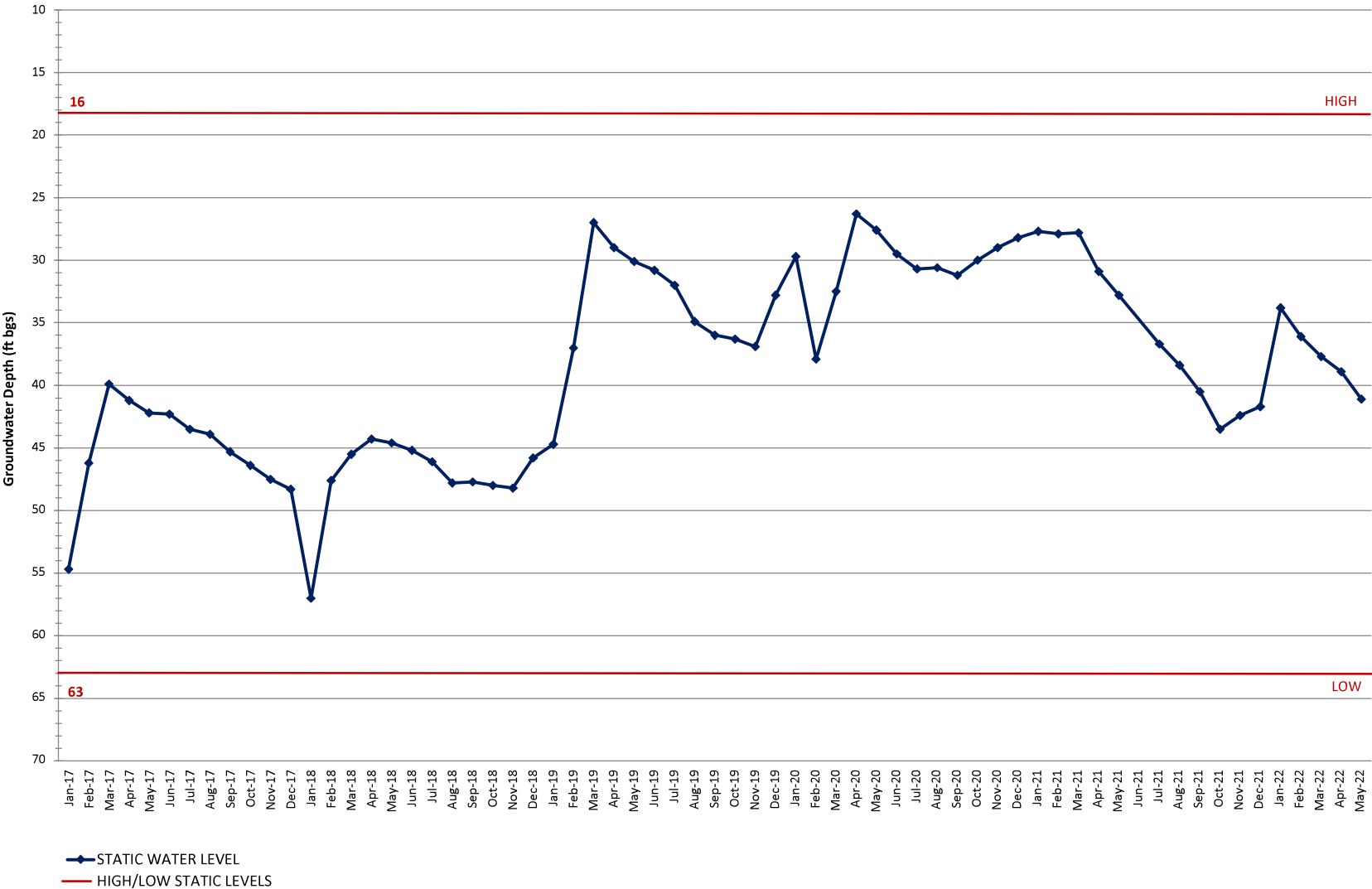
SCV WATER WELL 160
 STATIC WATER LEVEL



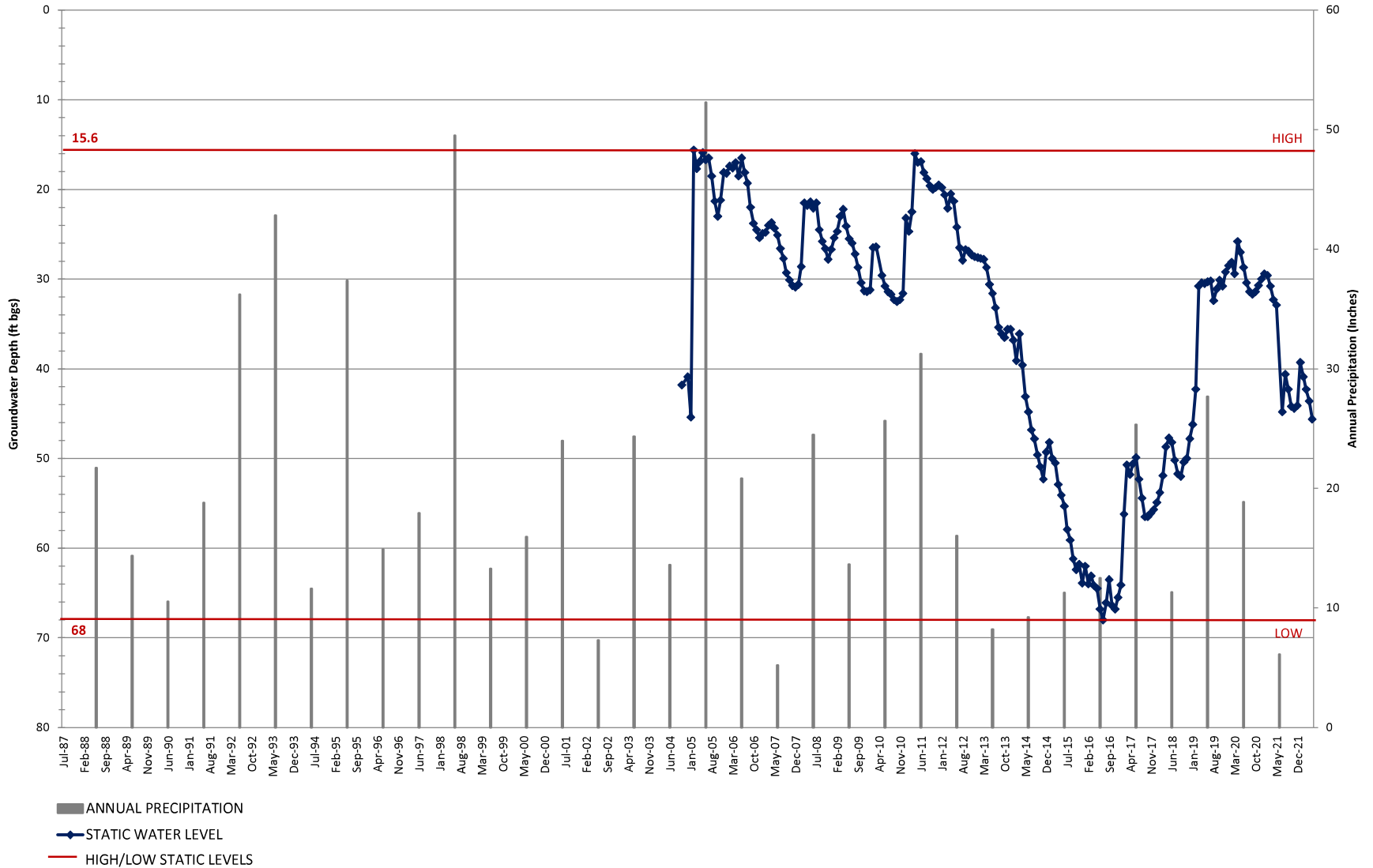
SCV WATER WELL W9
 STATIC WATER LEVEL VS PRECIPITATION



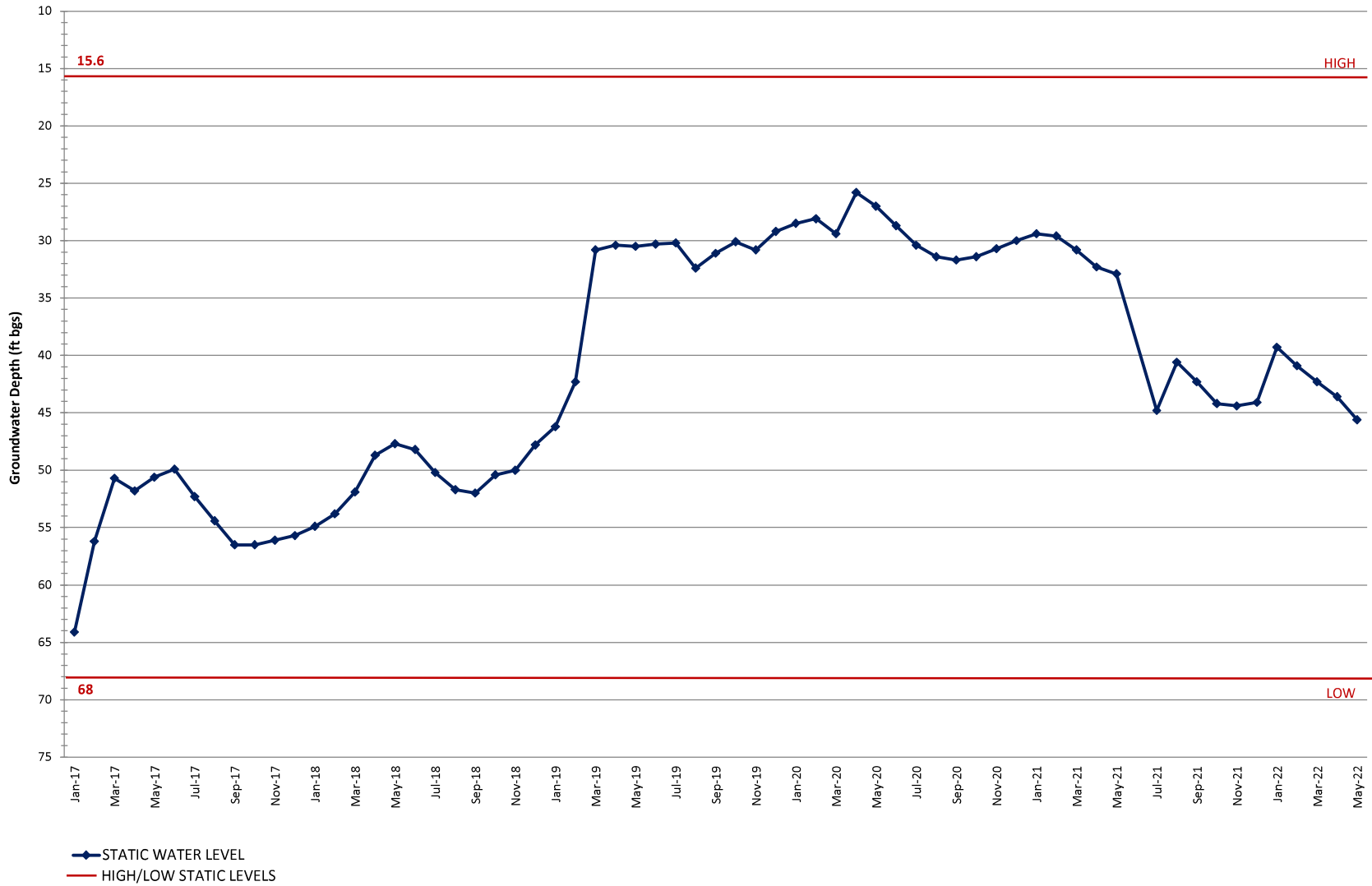
SCV WATER WELL W9
STATIC WATER LEVEL



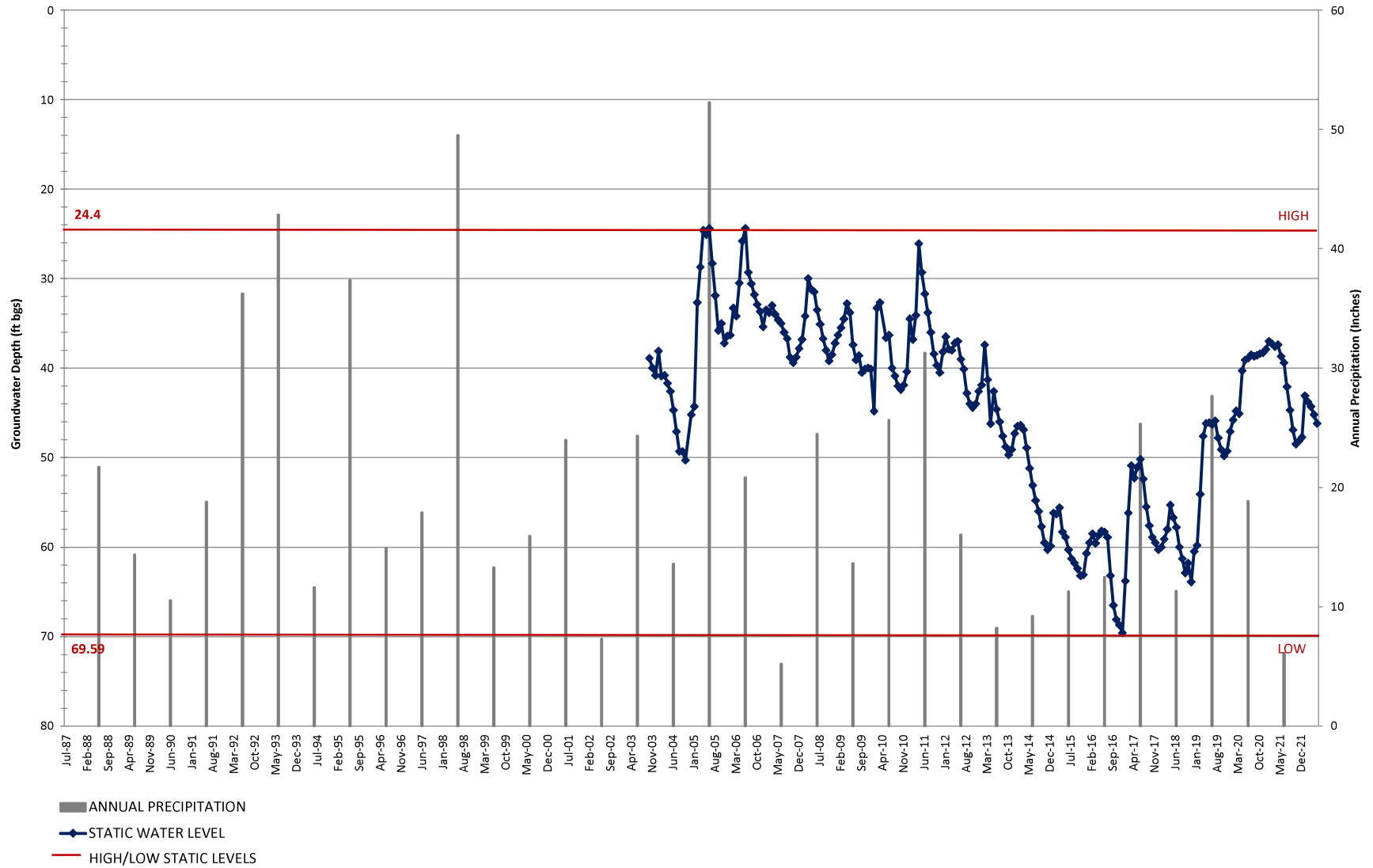
SCV WATER WELL W11
 STATIC WATER LEVEL VS PRECIPITATION



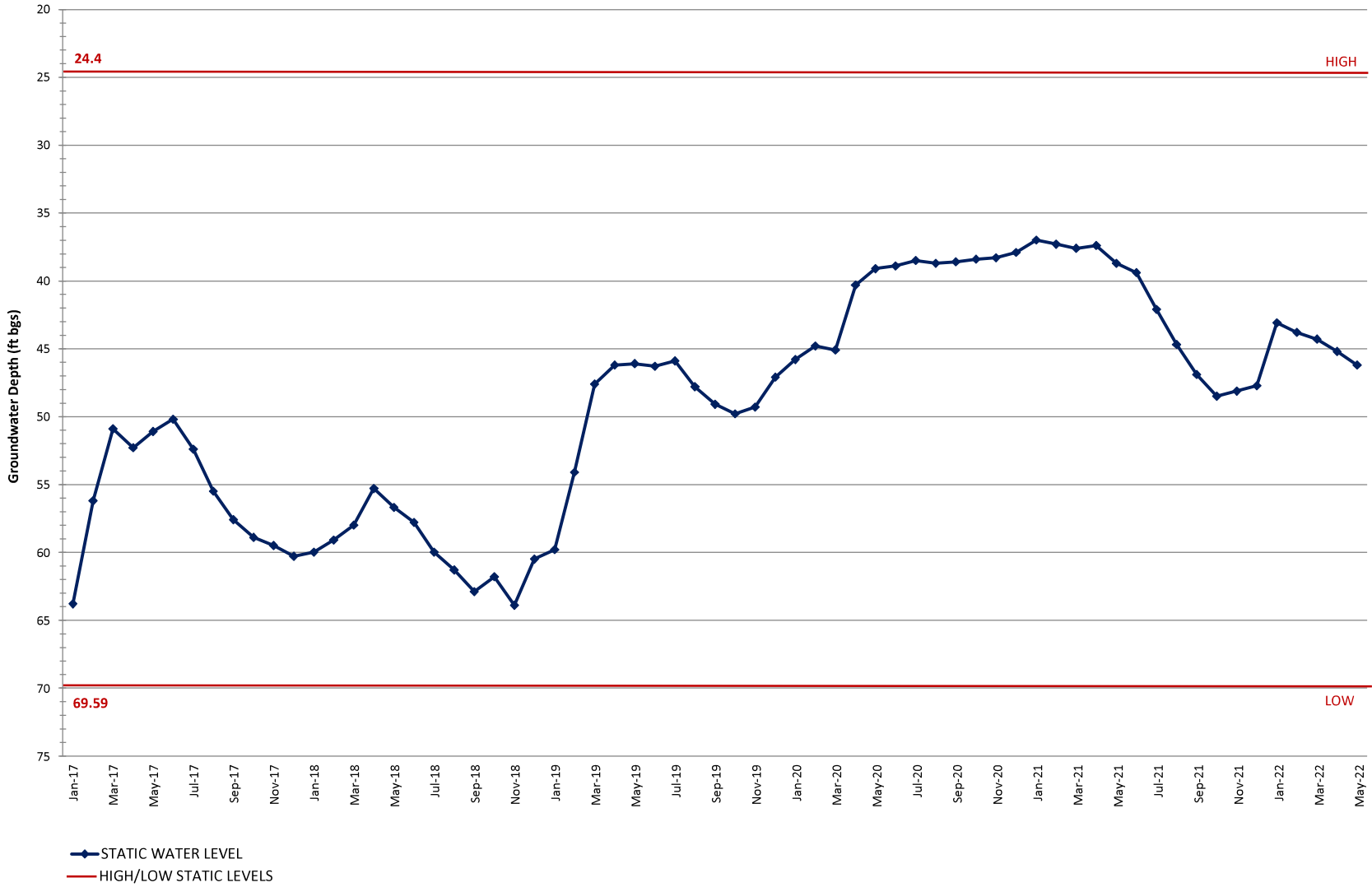
SCV WATER WELL W11
STATIC WATER LEVEL



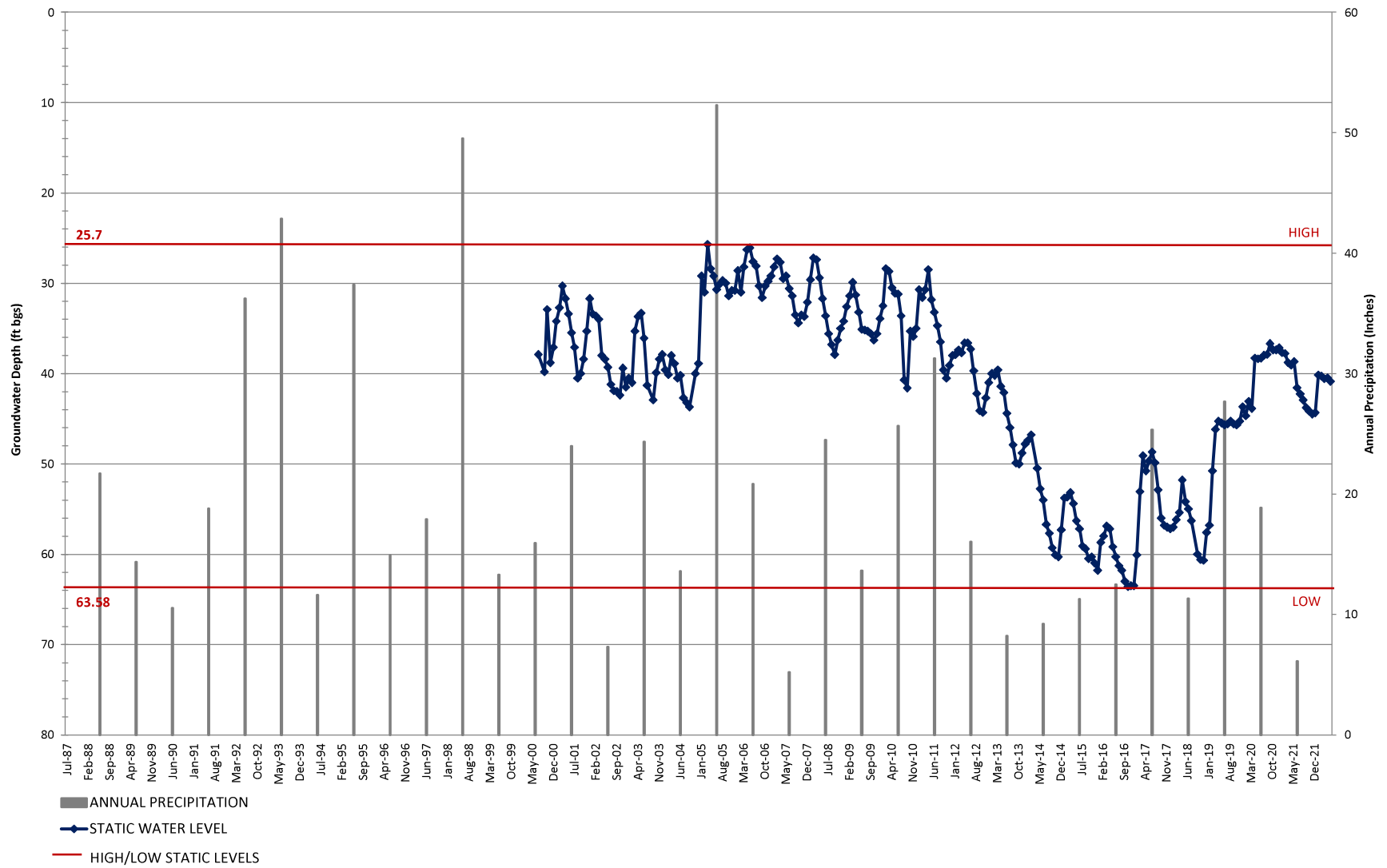
SCV WATER WELL W10
 STATIC WATER LEVEL VS PRECIPITATION



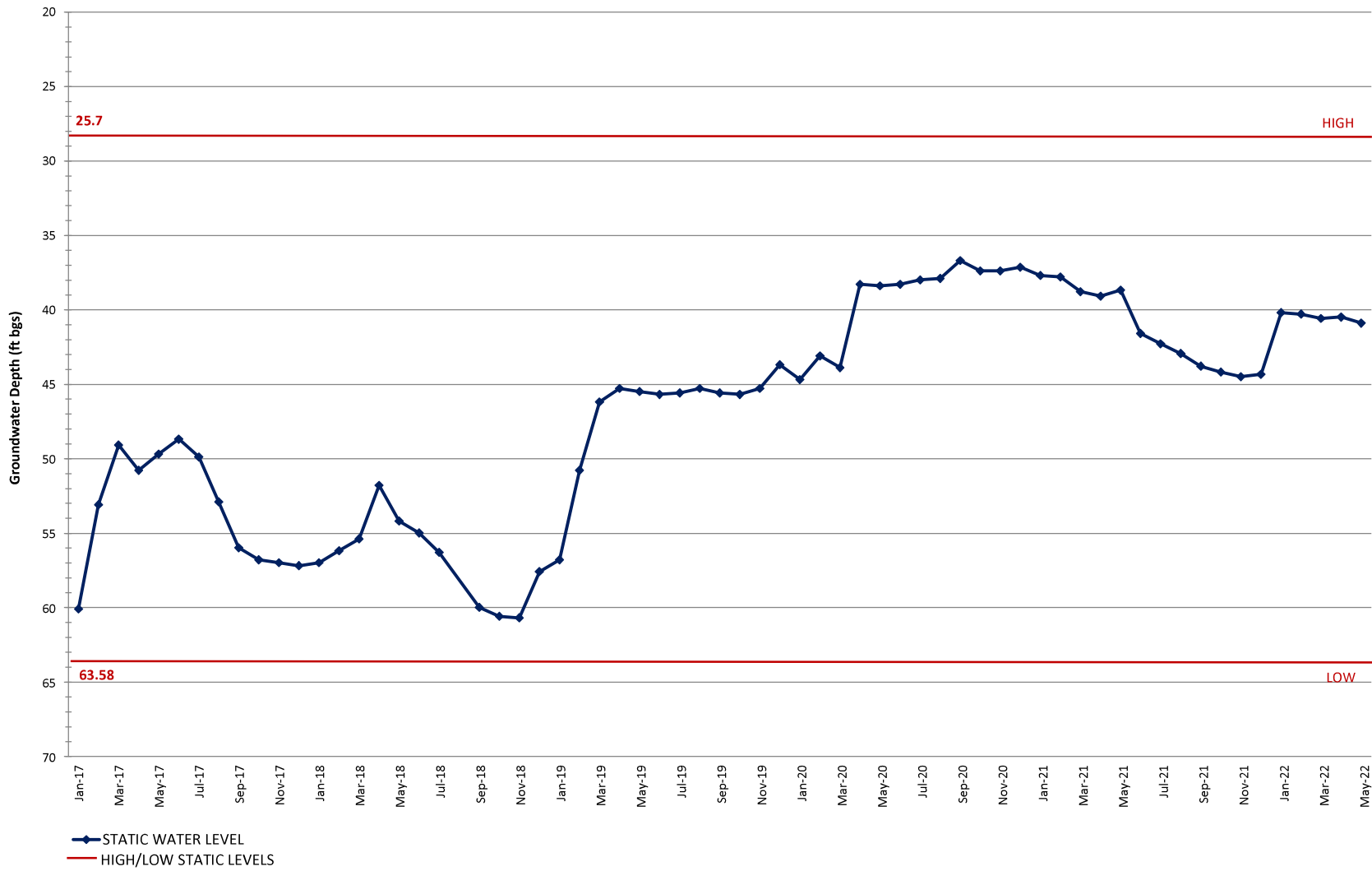
SCV WATER WELL W10
STATIC WATER LEVEL



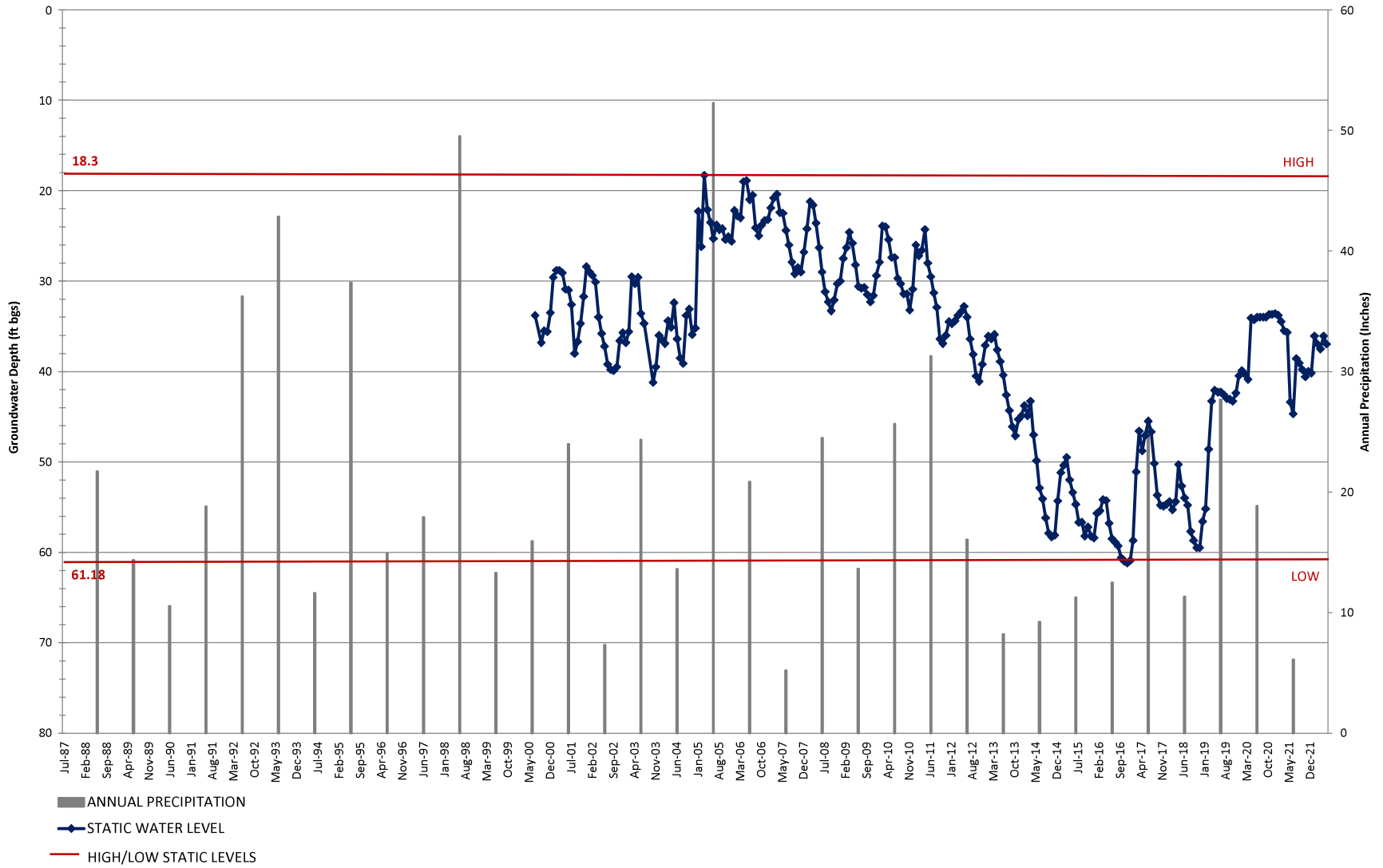
SCV WATER WELL S6
 STATIC WATER LEVEL VS PRECIPITATION



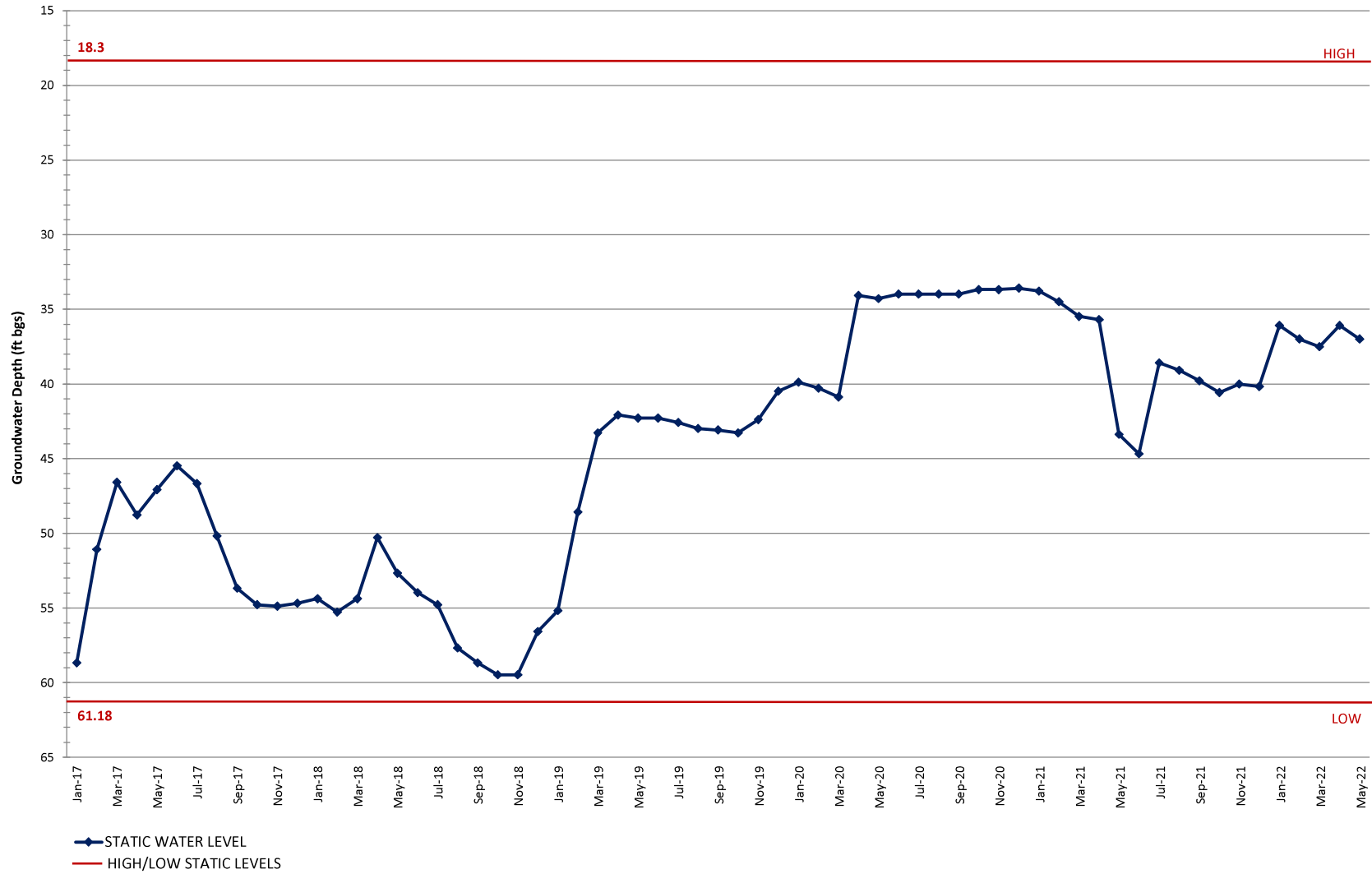
SCV WATER WELL S6
STATIC WATER LEVEL



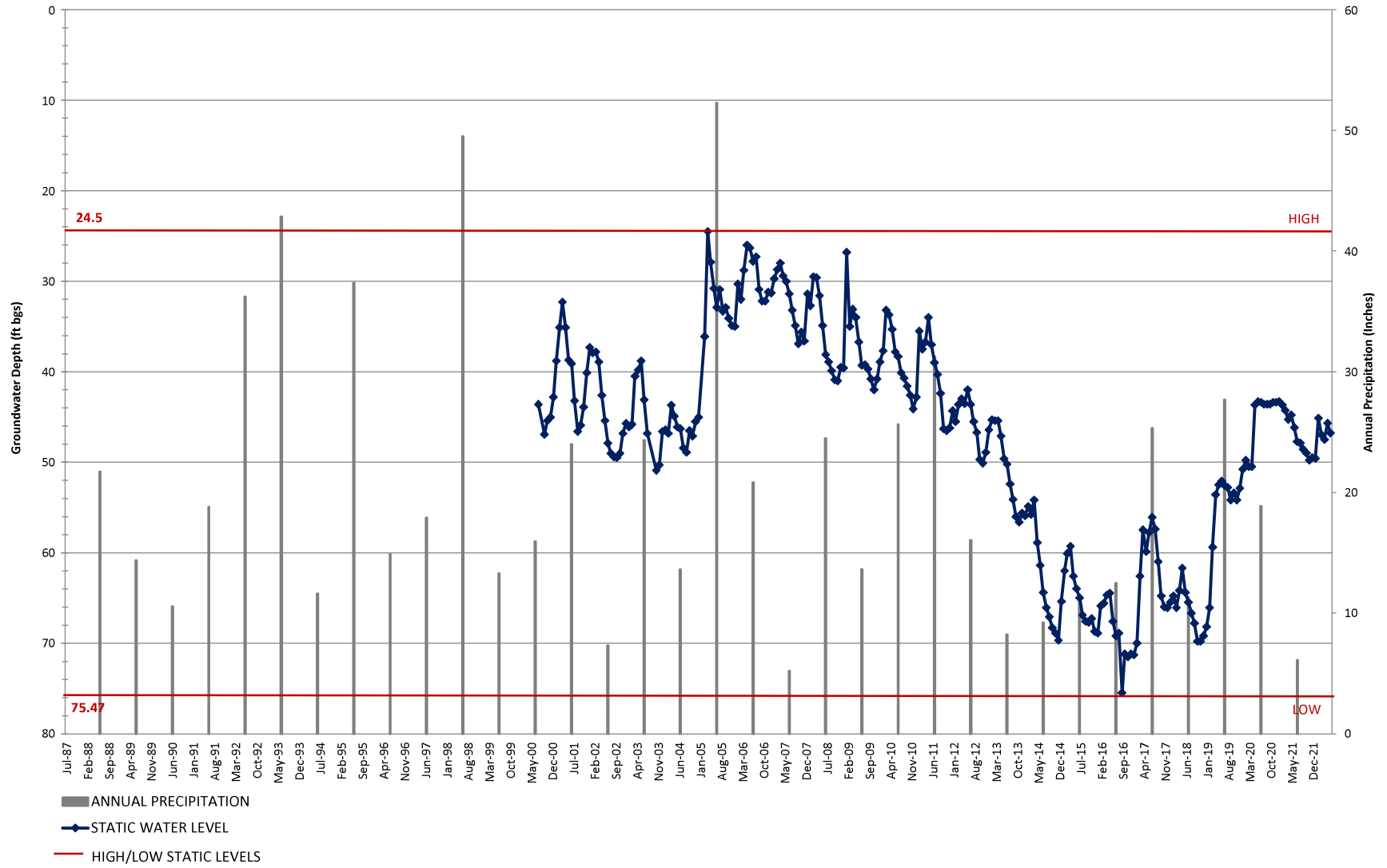
SCV WATER WELL S7
 STATIC WATER LEVEL VS PRECIPITATION



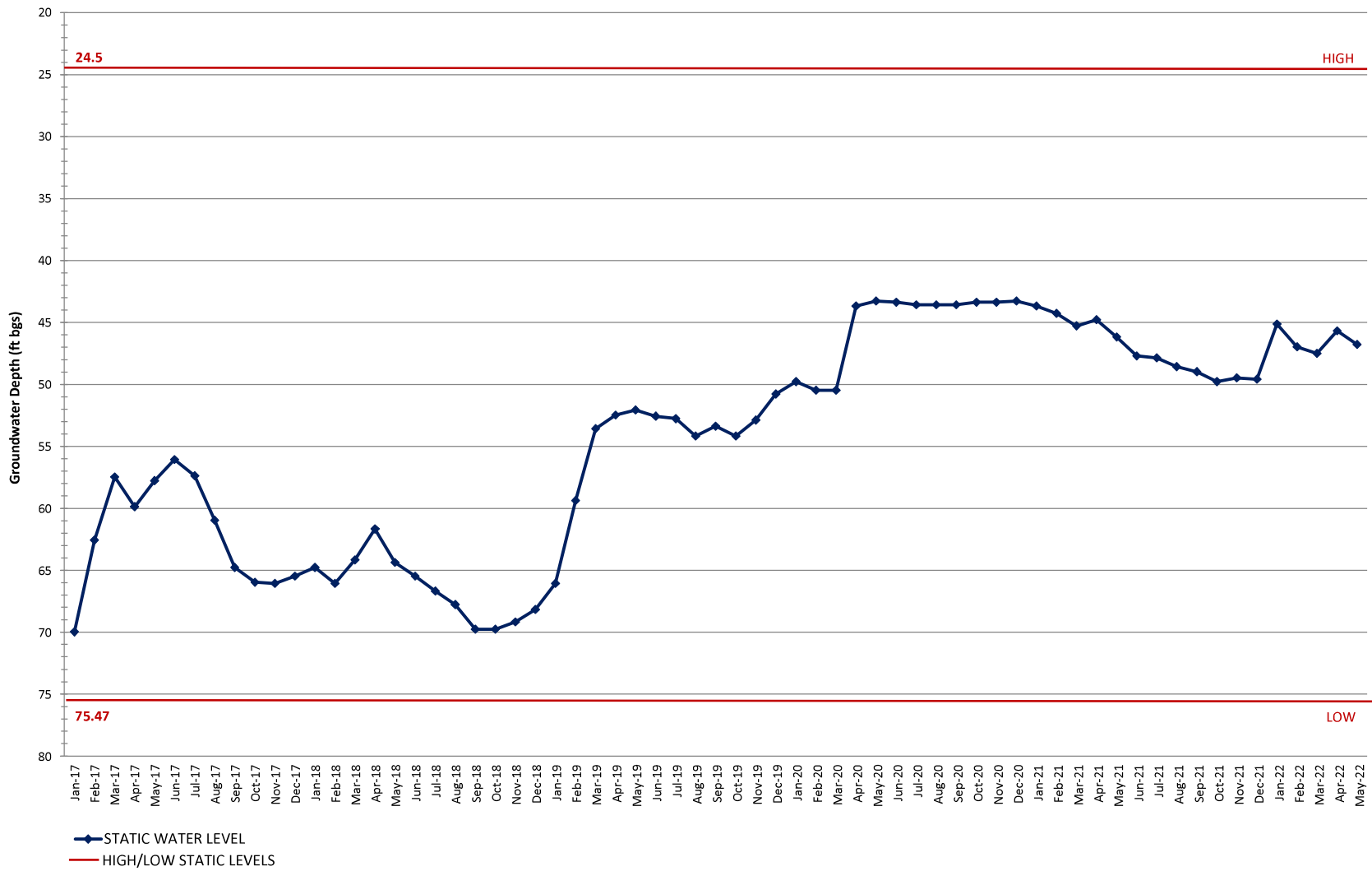
SCV WATER WELL S7
STATIC WATER LEVEL



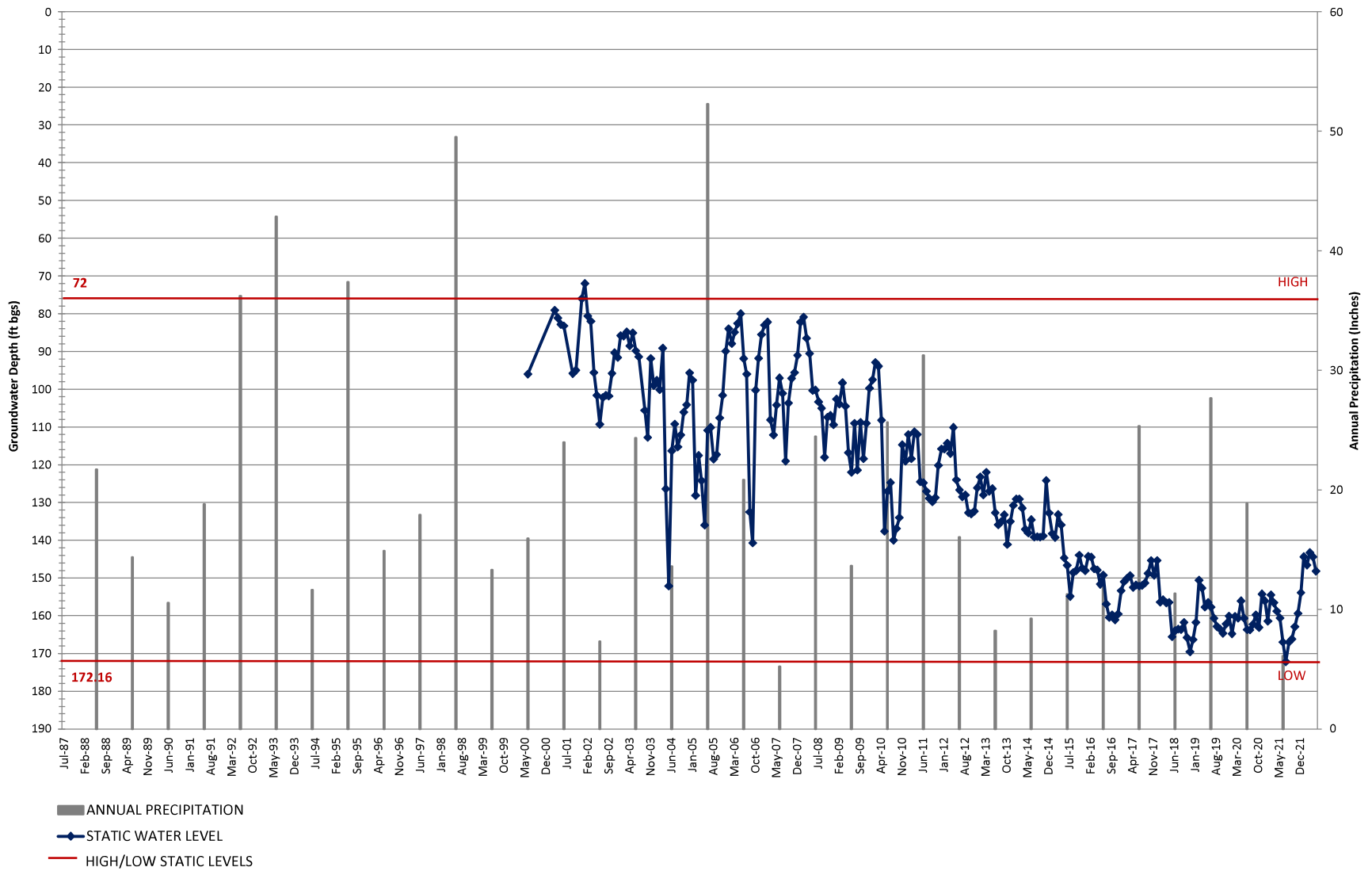
SCV WATER WELL S8
 STATIC WATER LEVEL VS PRECIPITATION



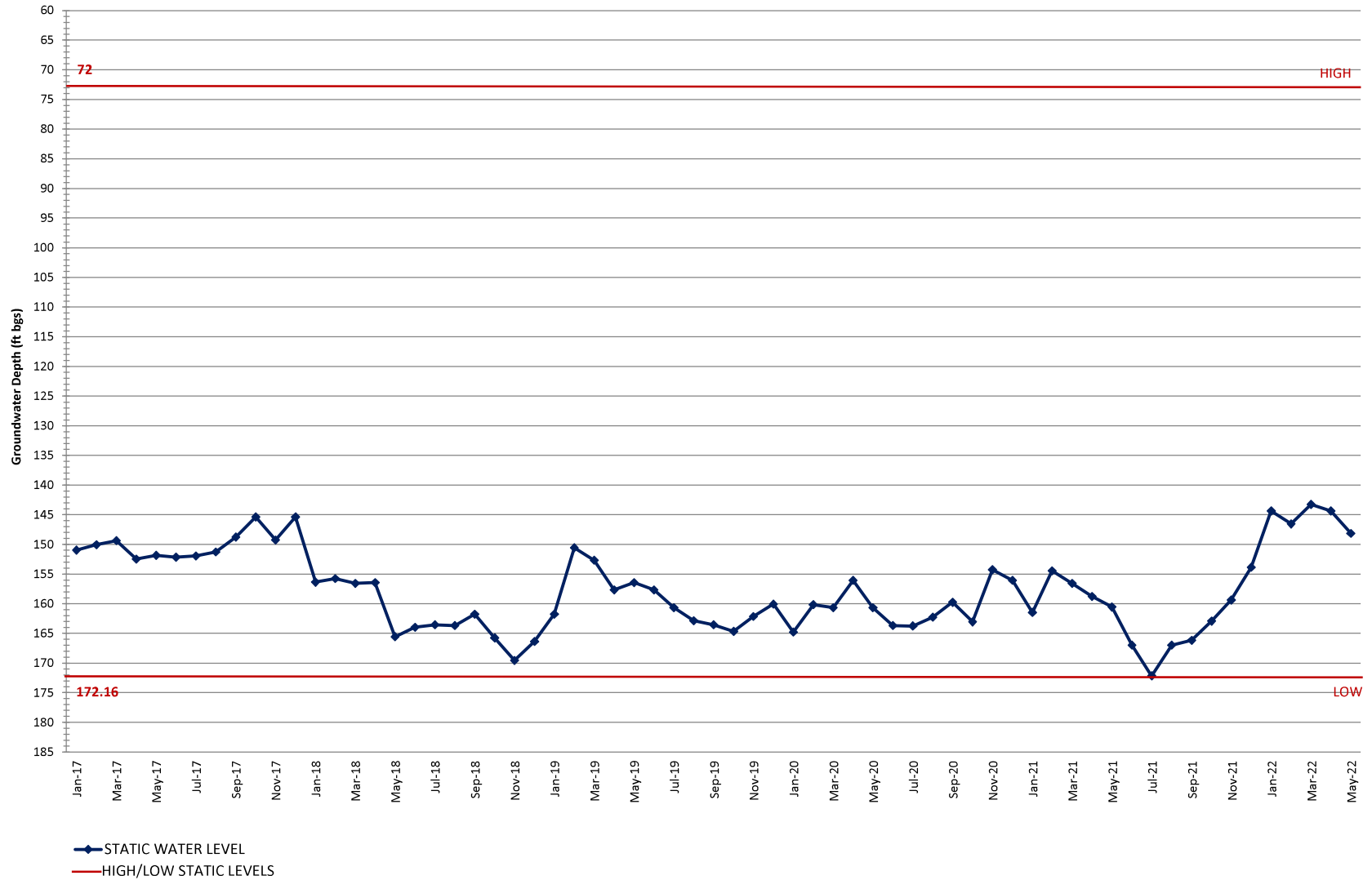
SCV WATER WELL S8
 STATIC WATER LEVEL



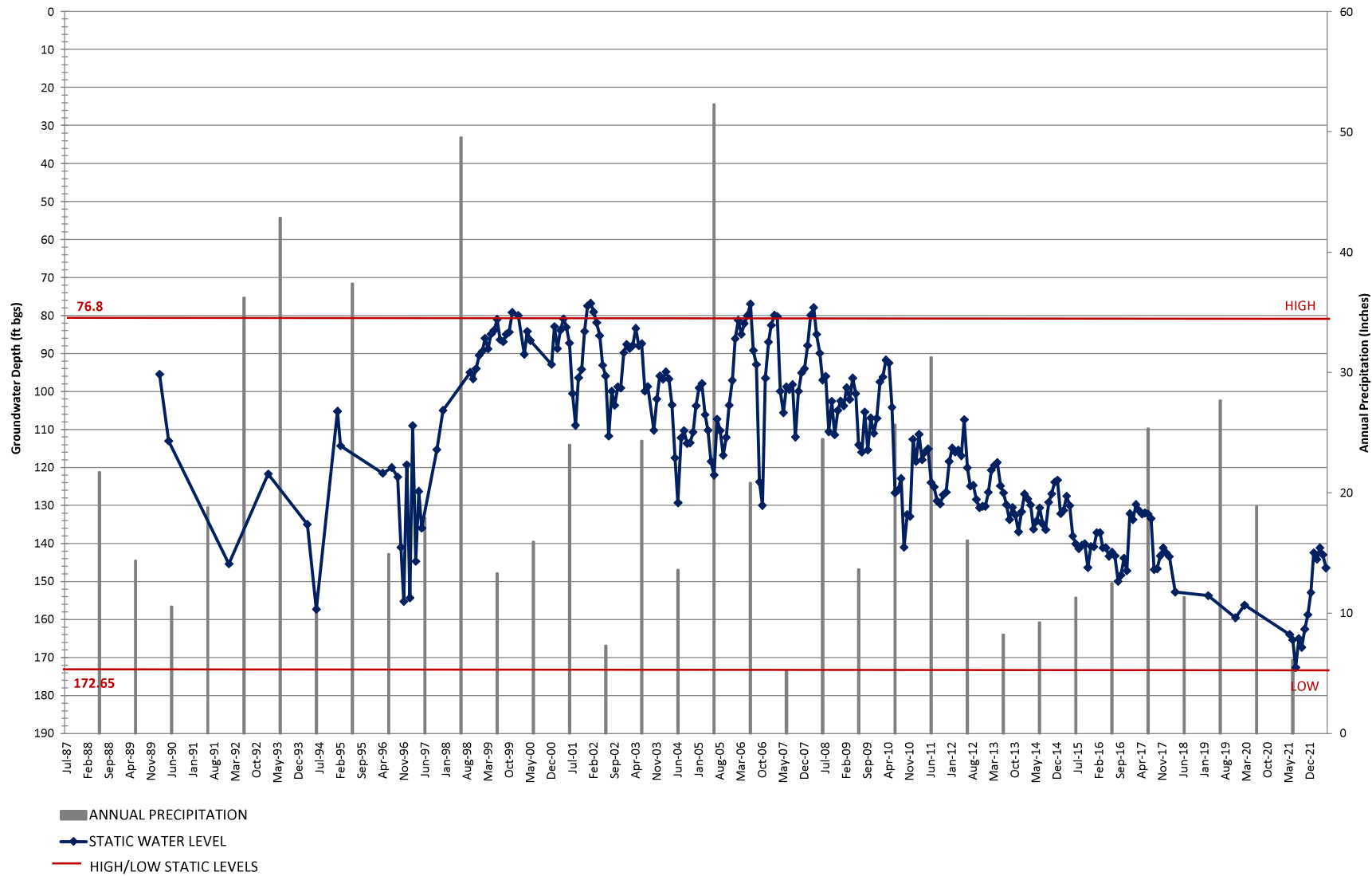
SCV WATER WELL 205
 STATIC WATER LEVEL VS PRECIPITATION



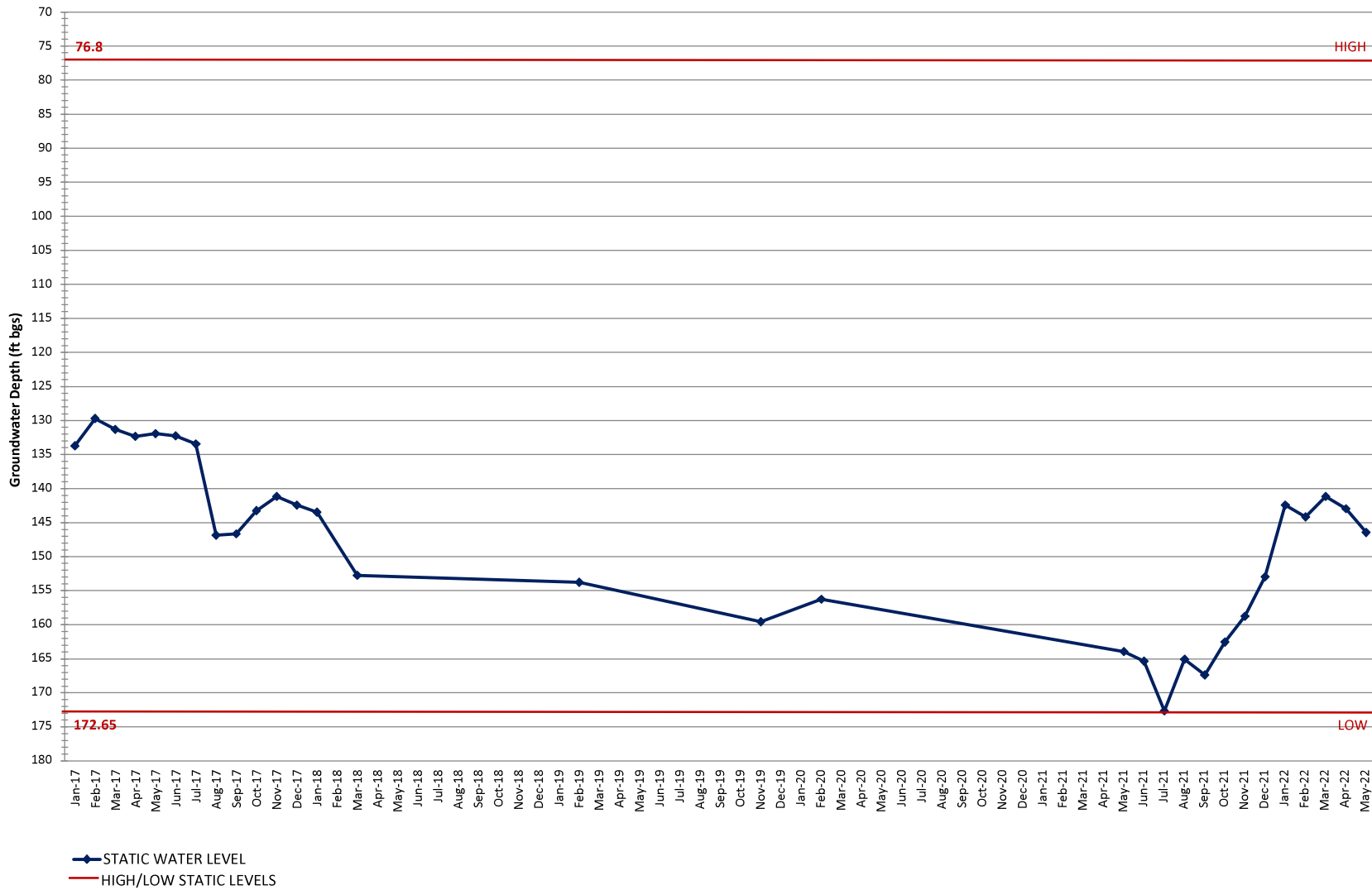
SCV WATER WELL 205
 STATIC WATER LEVEL



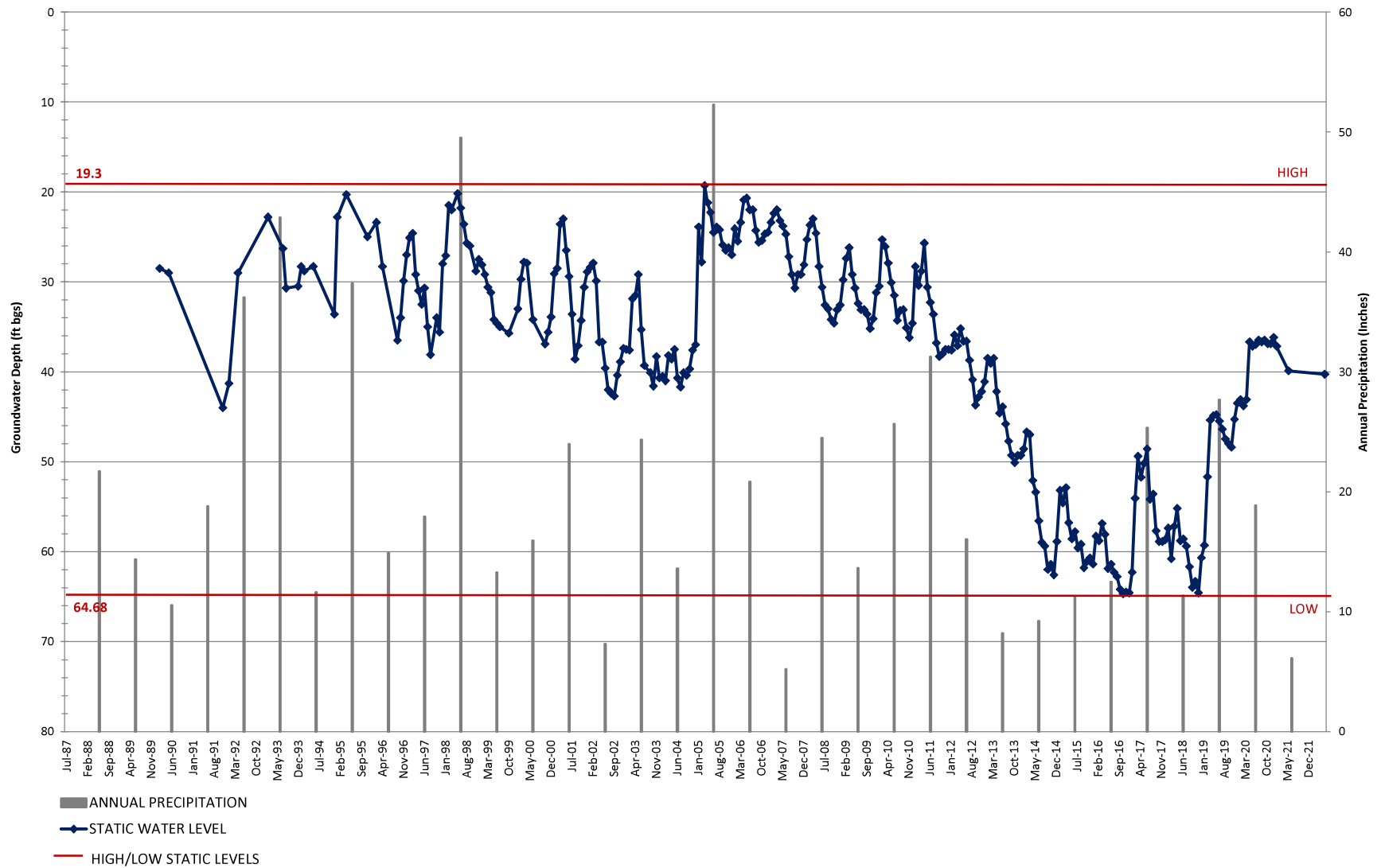
SCV WATER WELL 201
 STATIC WATER LEVEL VS PRECIPITATION



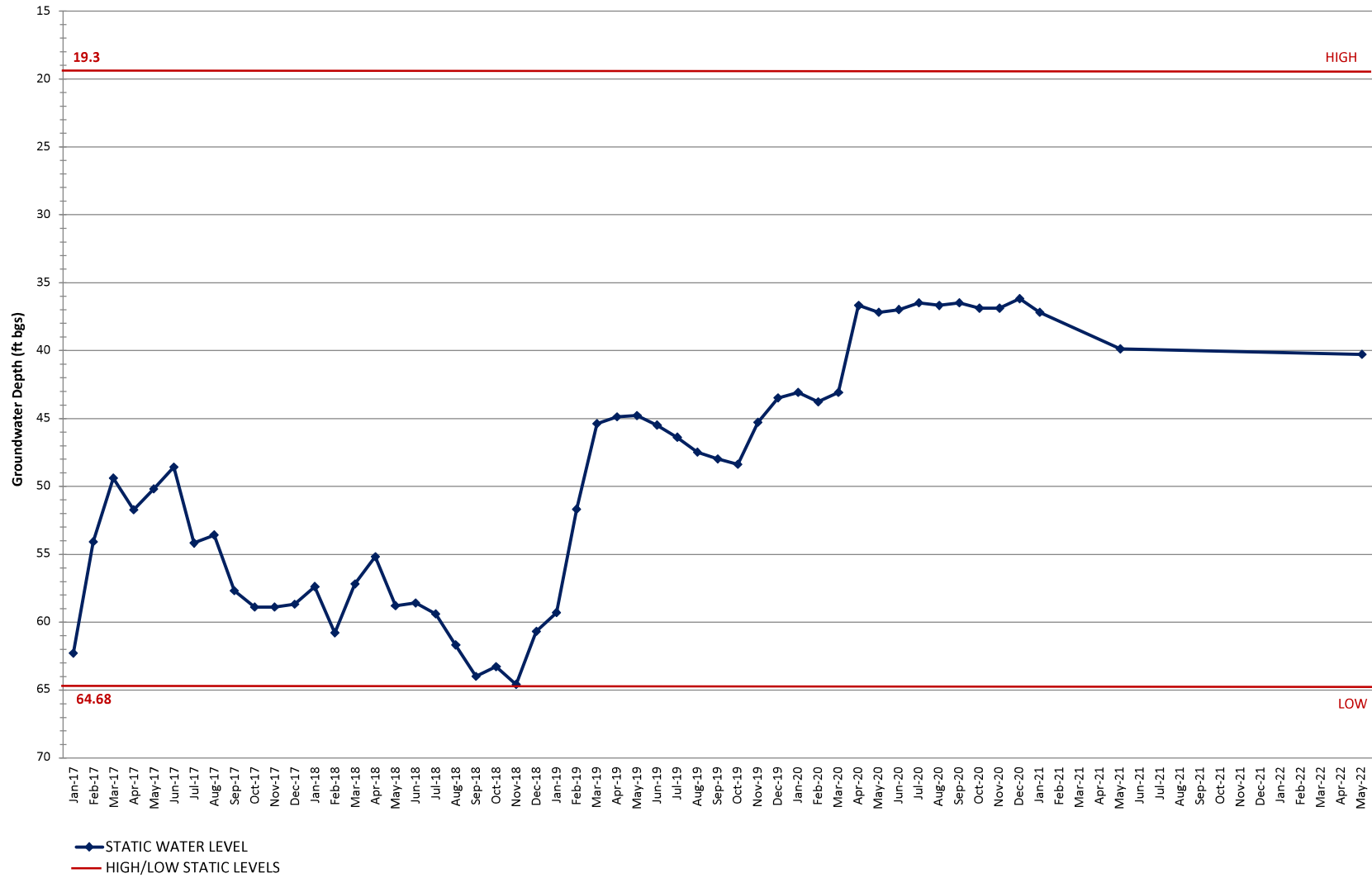
SCV WATER WELL 201
 STATIC WATER LEVEL



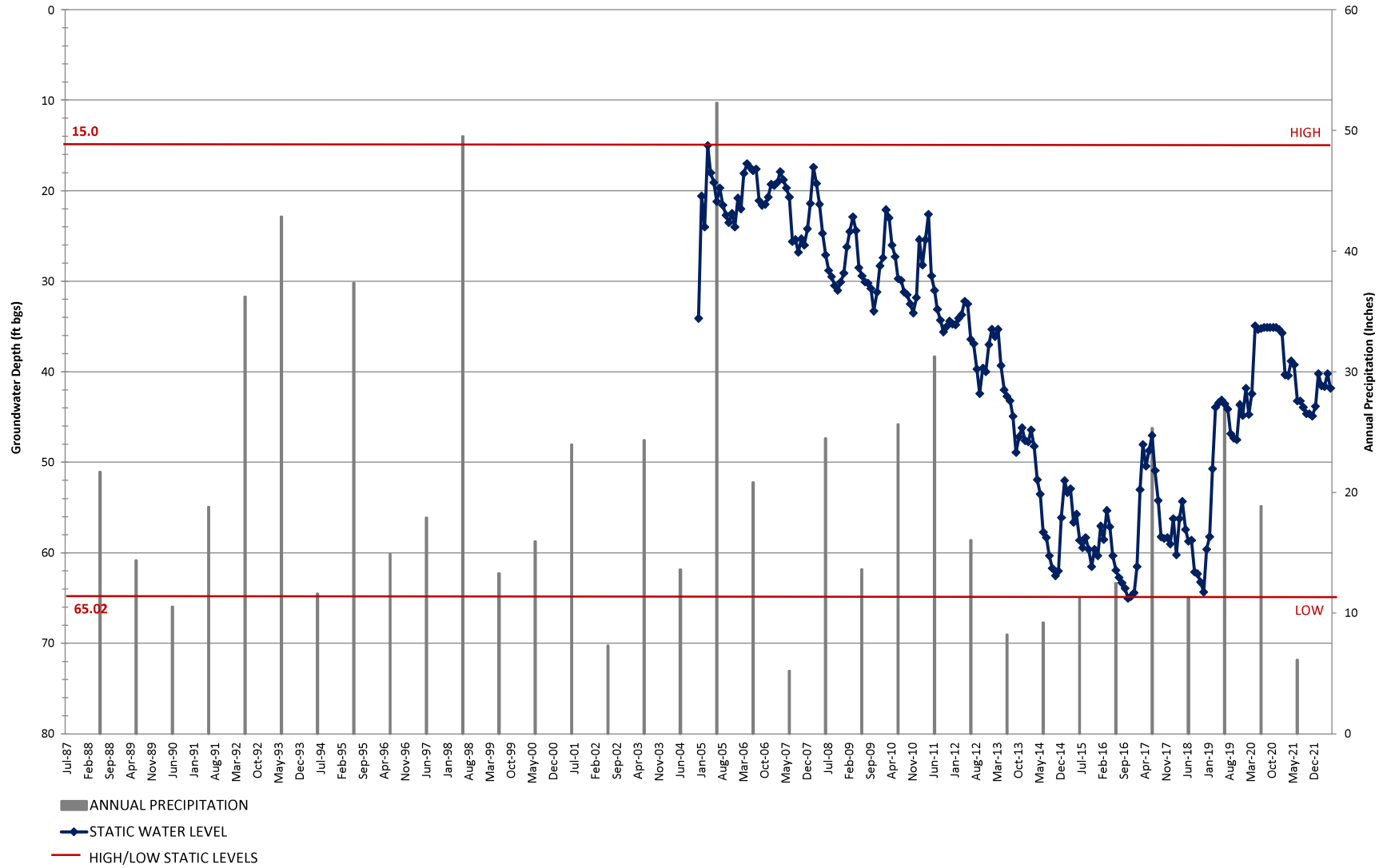
SCV WATER WELL N
 STATIC WATER LEVEL VS PRECIPITATION



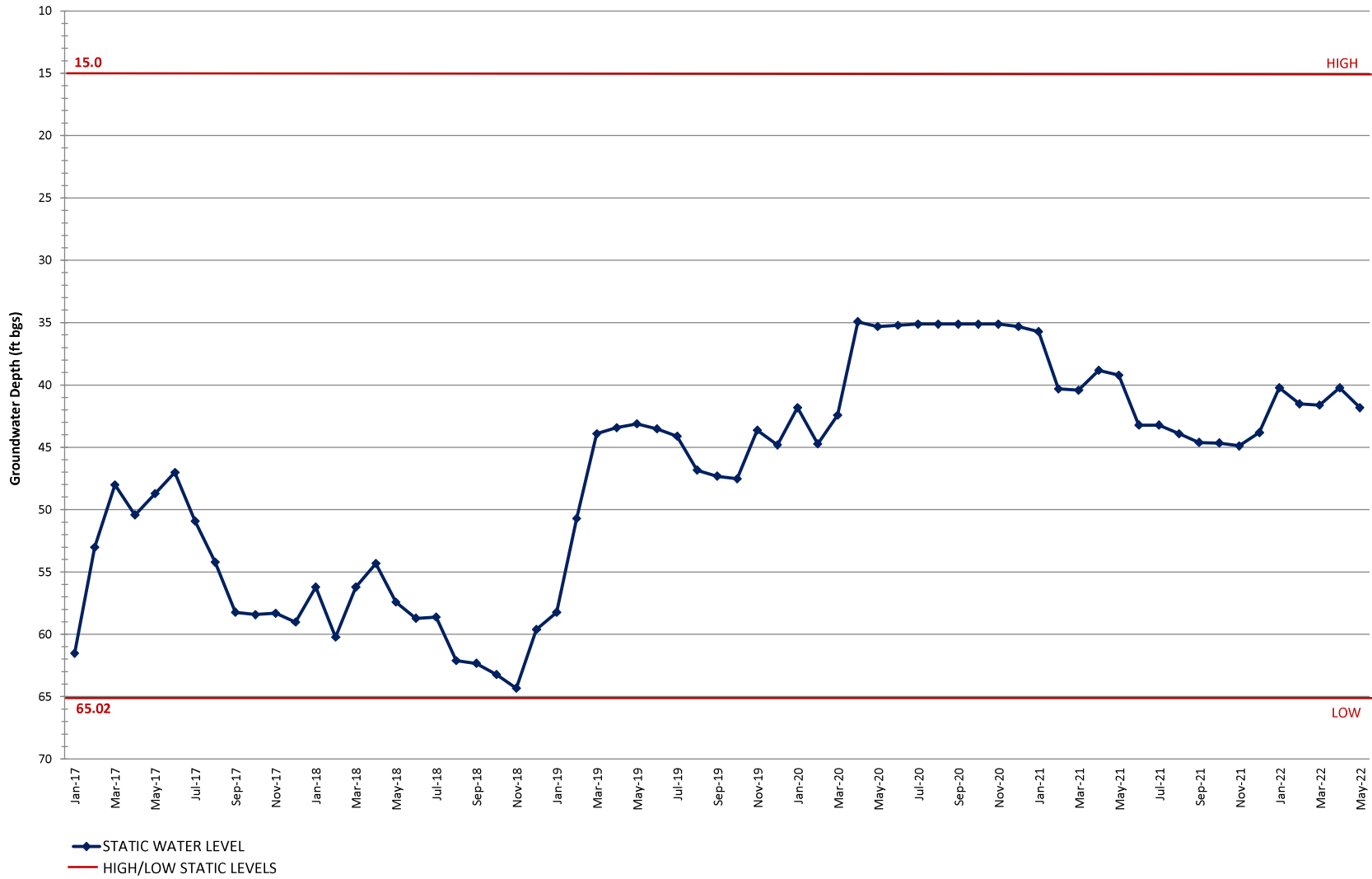
SCV WATER WELL N
STATIC WATER LEVEL



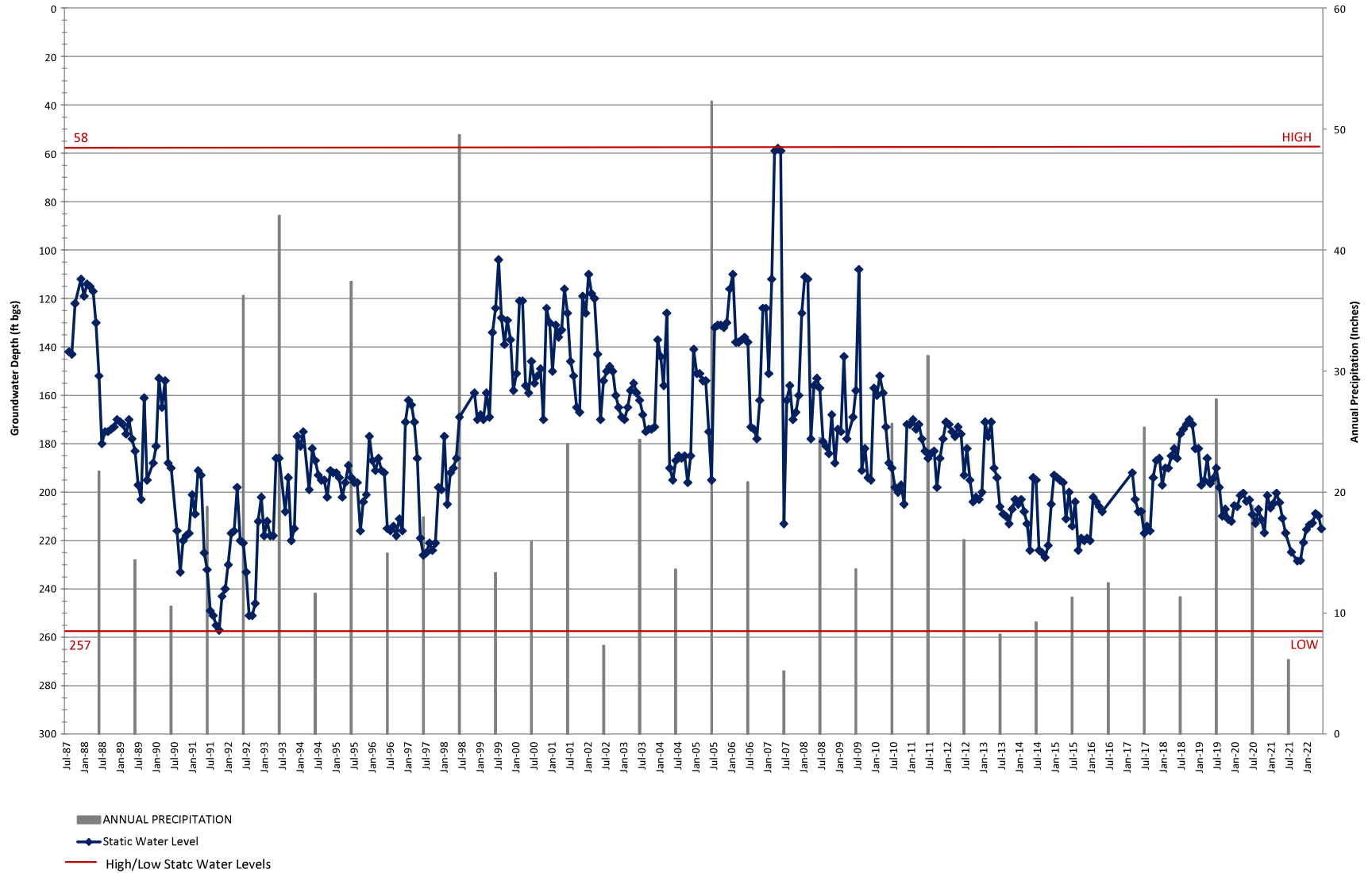
SCV WATER WELL N7
 STATIC WATER LEVEL VS PRECIPITATION



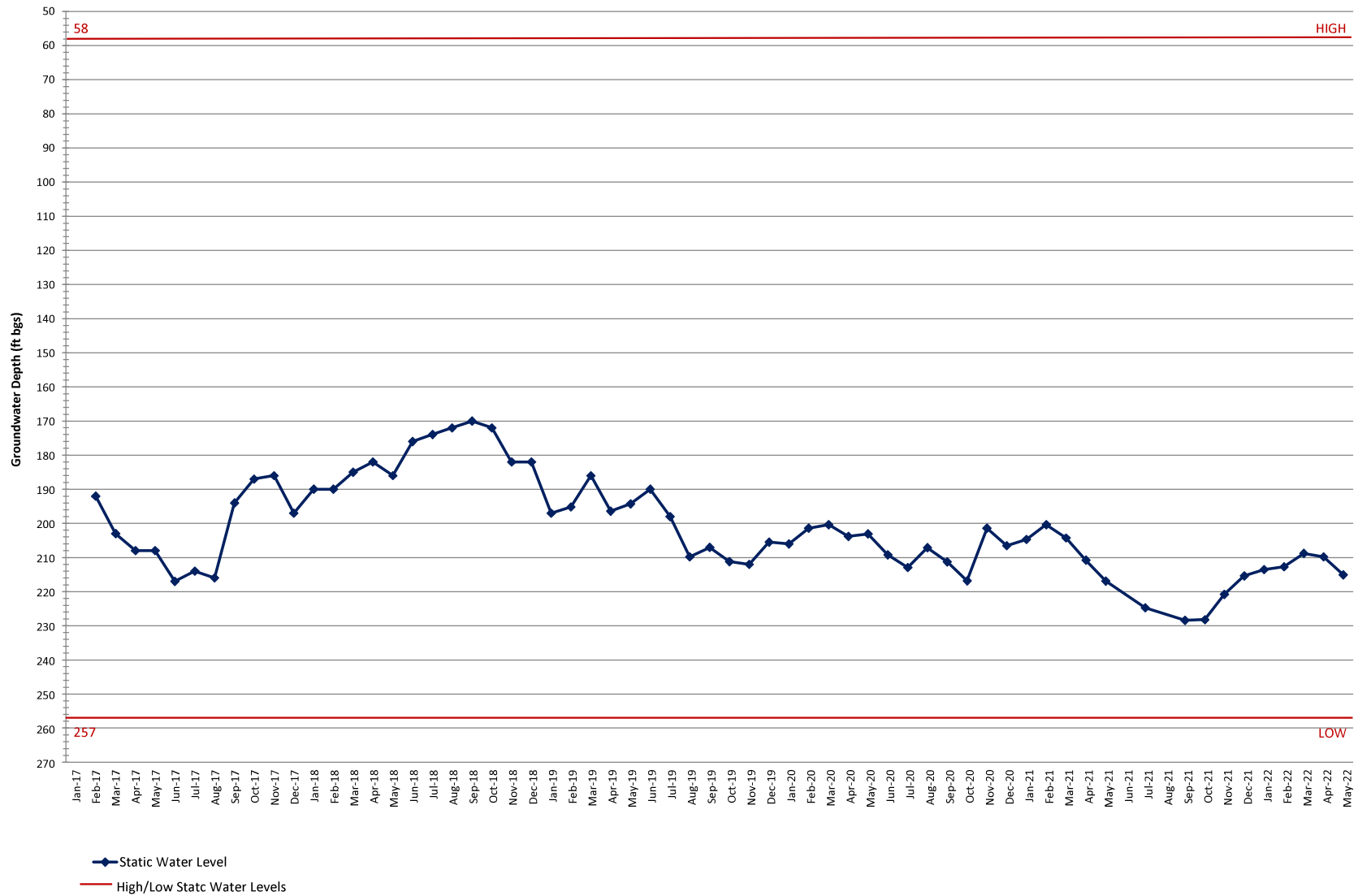
SCV WATER WELL N7
 STATIC WATER LEVEL



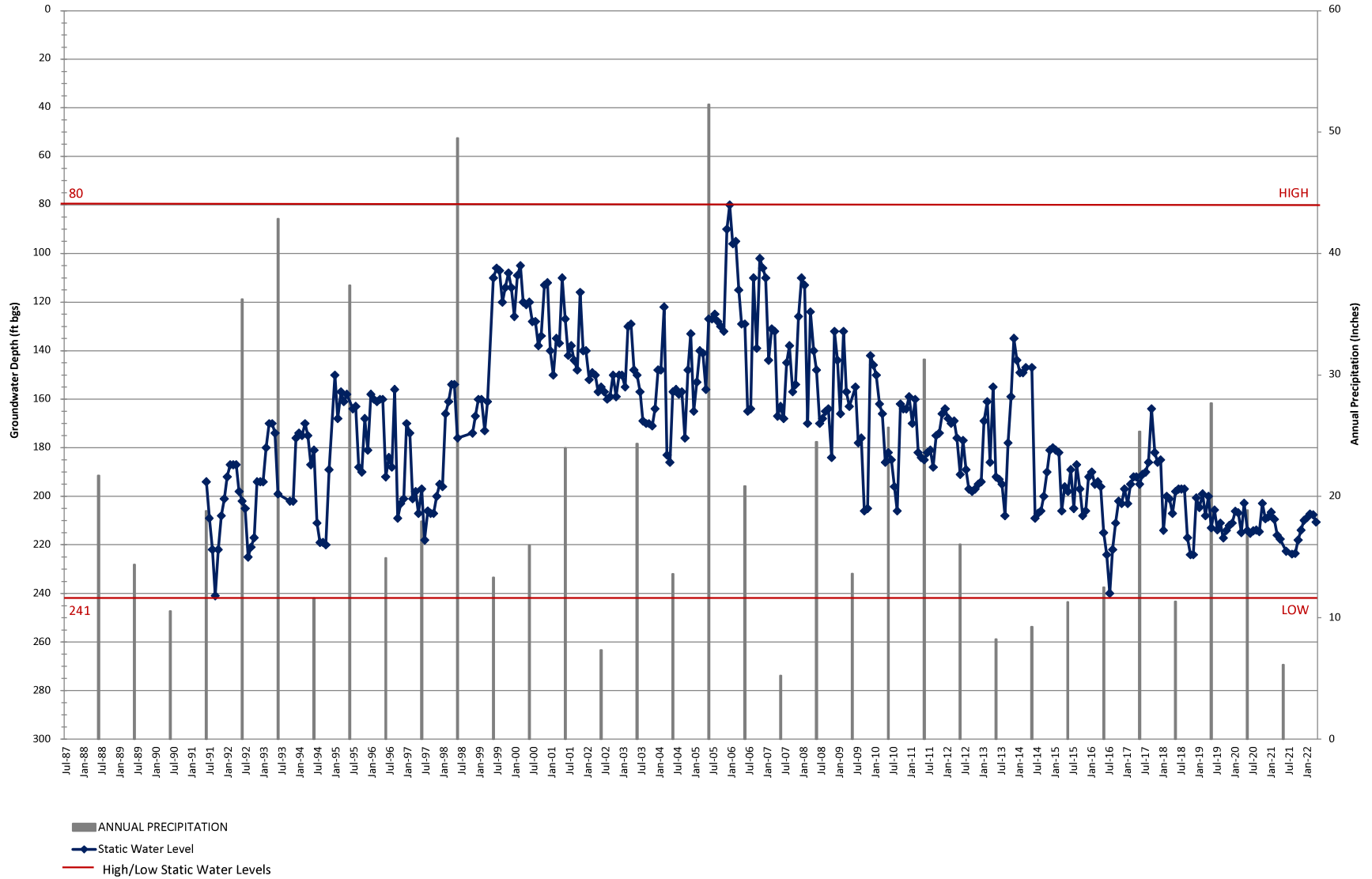
SCV WATER WELL N12
 STATIC WATER LEVEL VS PRECIPITATION



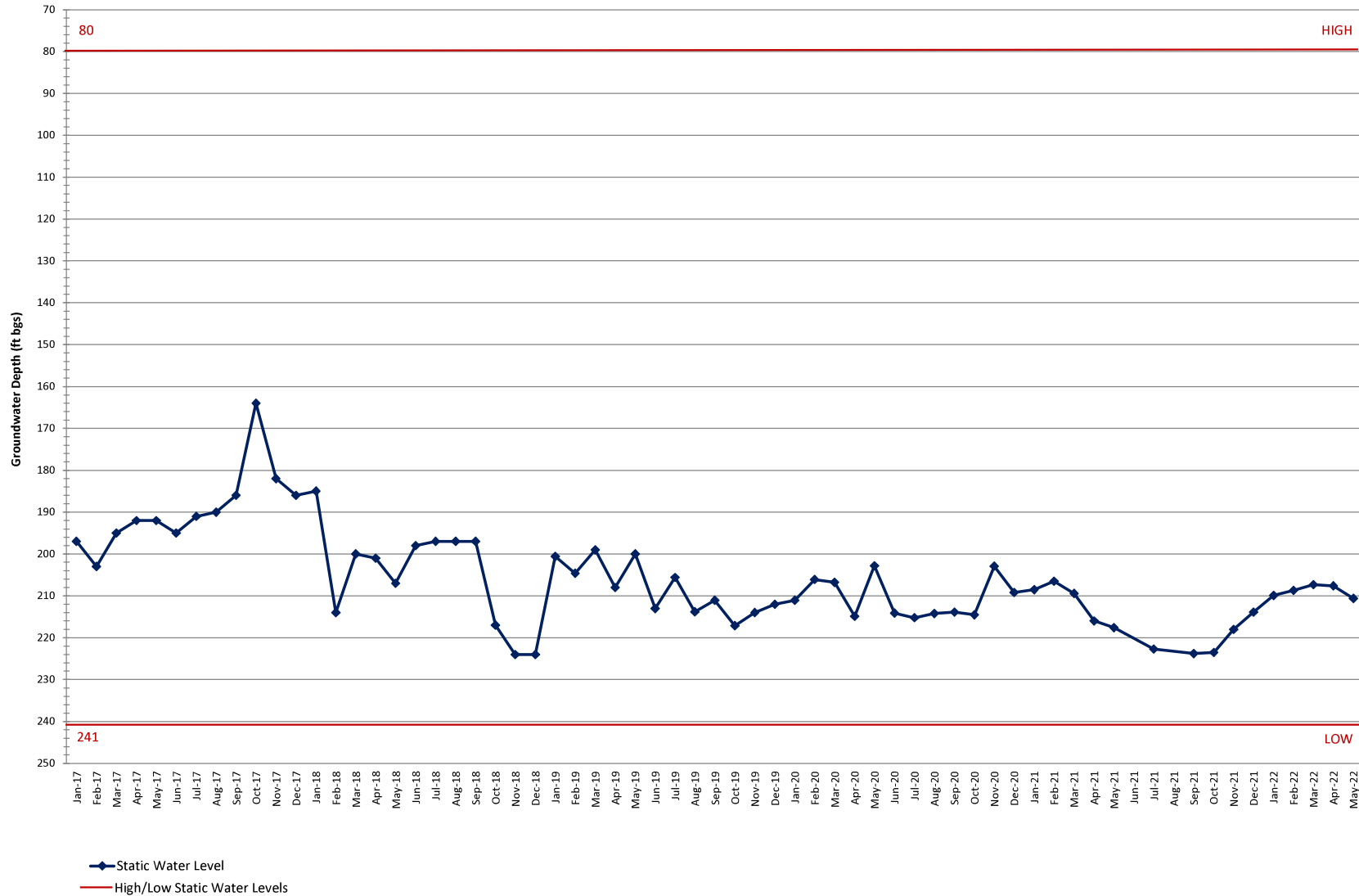
SCV WATER WELL N12
 STATIC WATER LEVEL



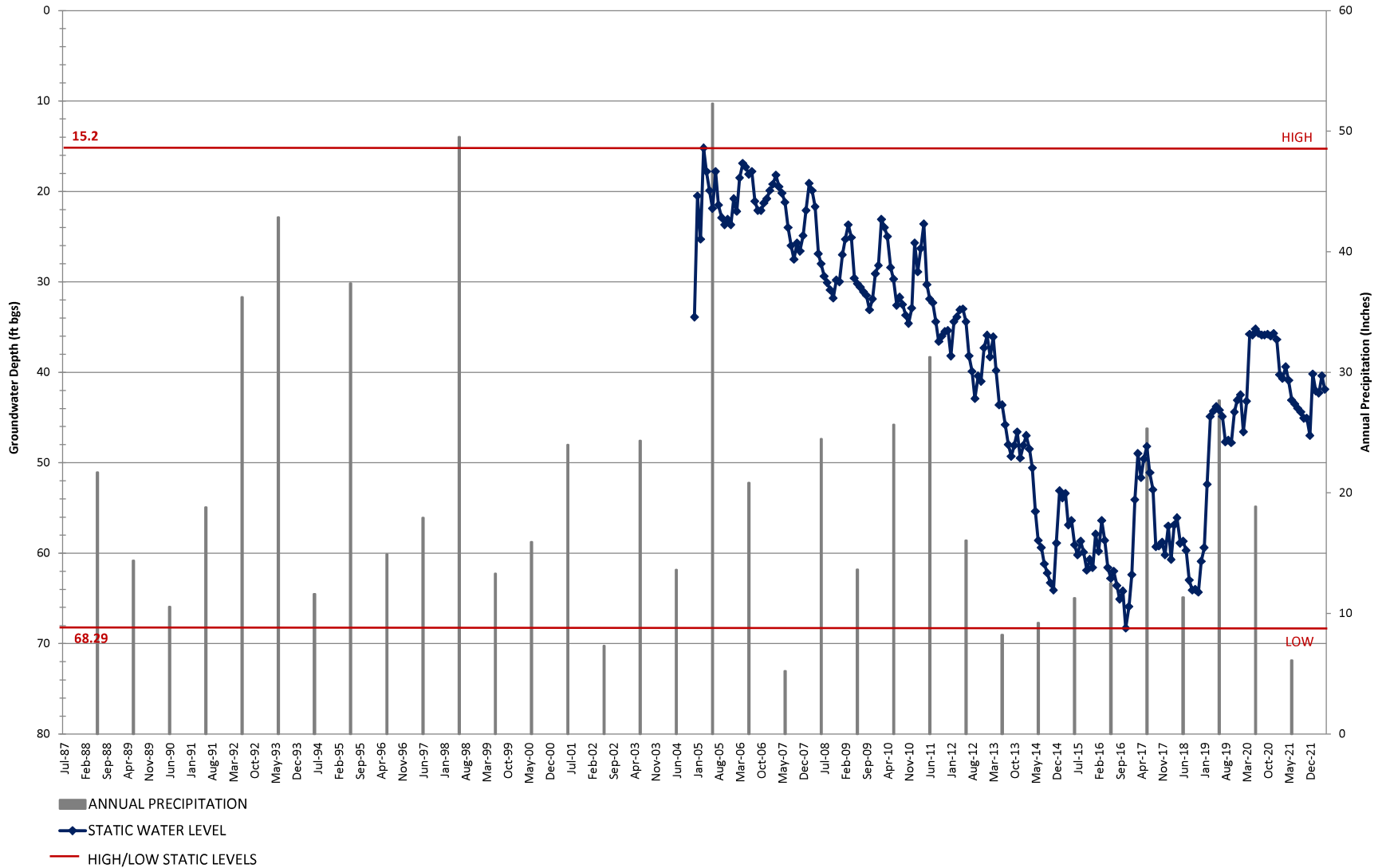
SCV WATER WELL N13
 STATIC WATER LEVEL VS PRECIPITATION



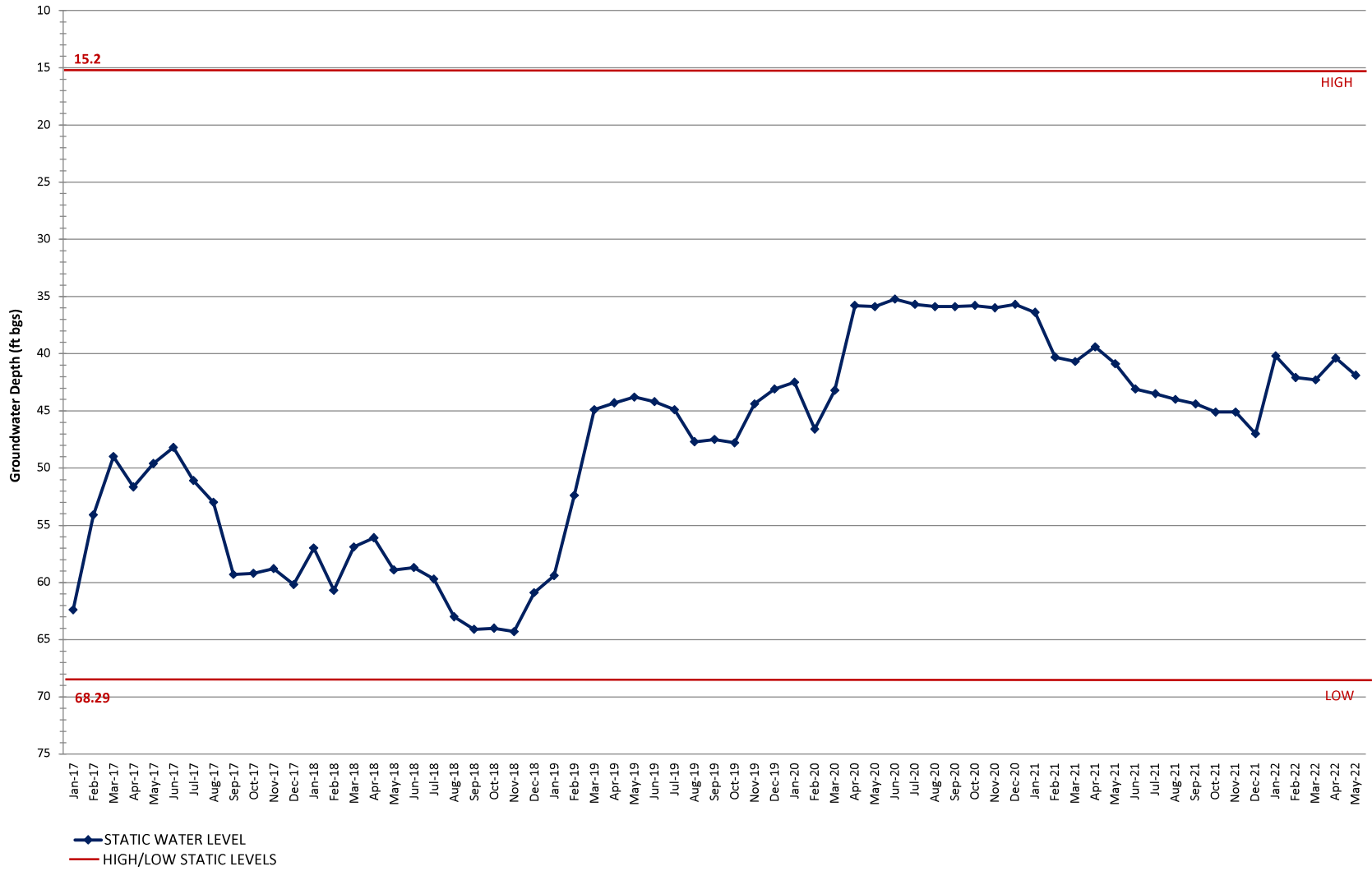
SCV WATER WELL N13
 STATIC WATER LEVEL



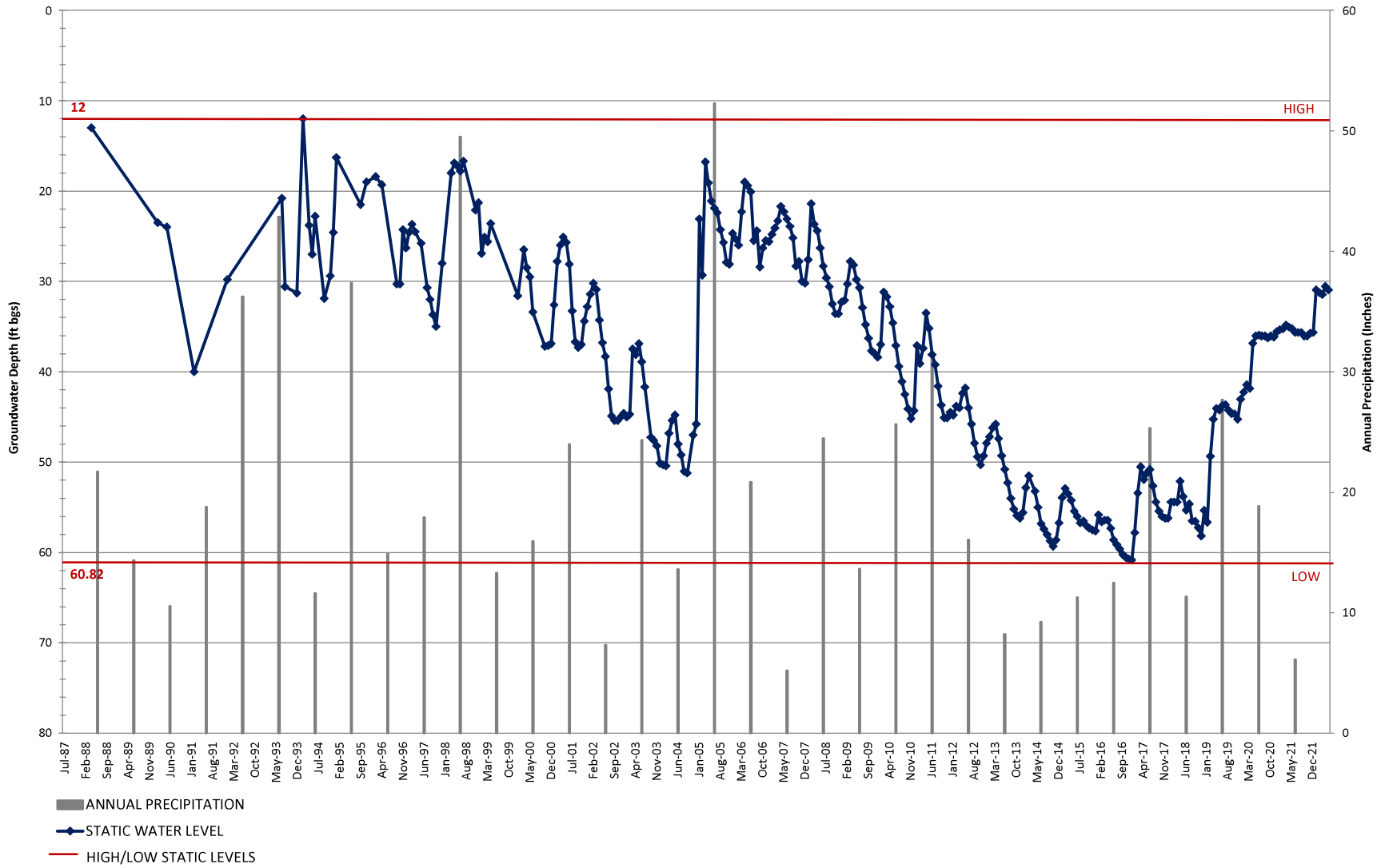
SCV WATER WELL N8
 STATIC WATER LEVEL VS PRECIPITATION



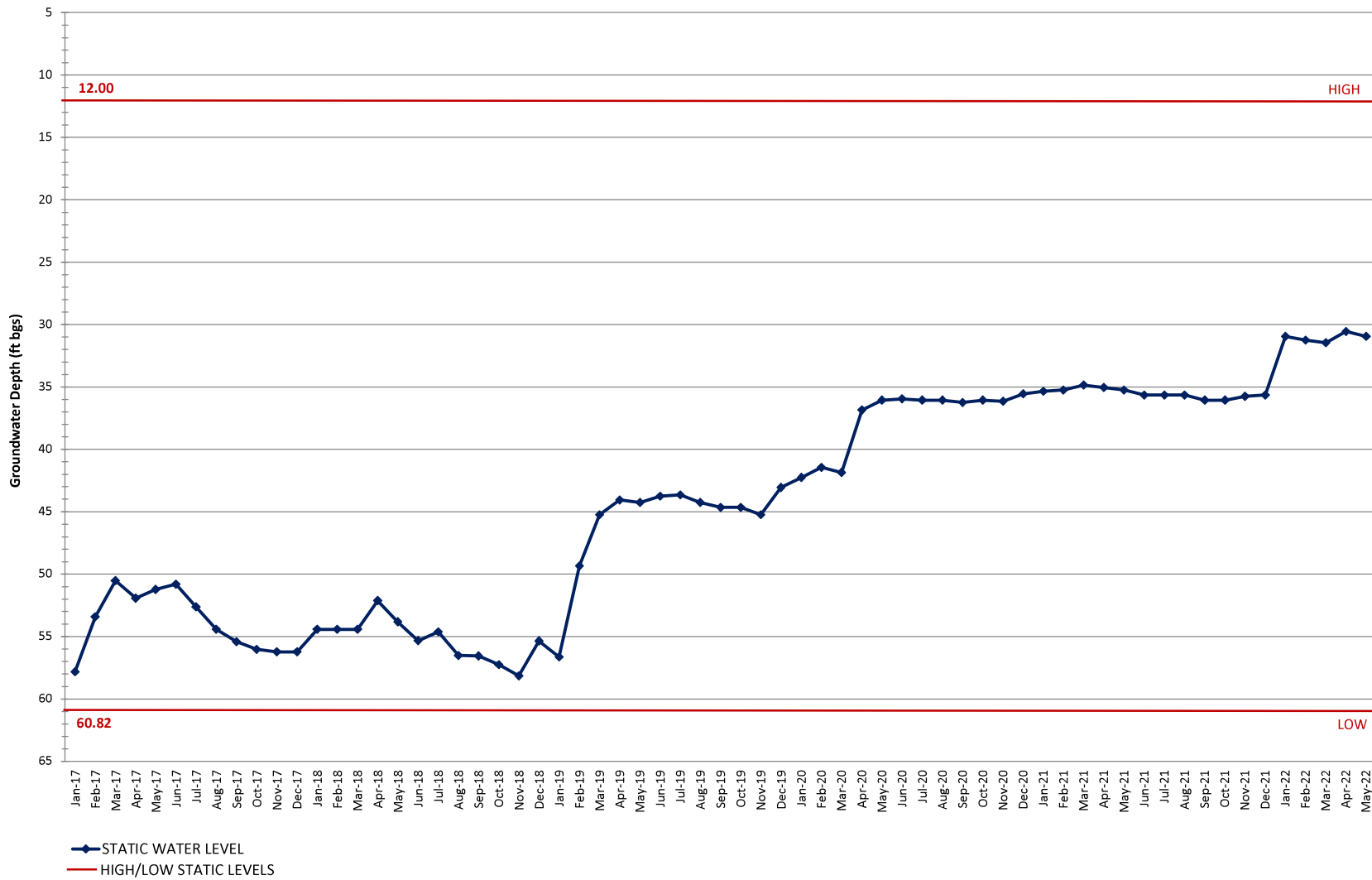
SCV WATER WELL N8
STATIC WATER LEVEL



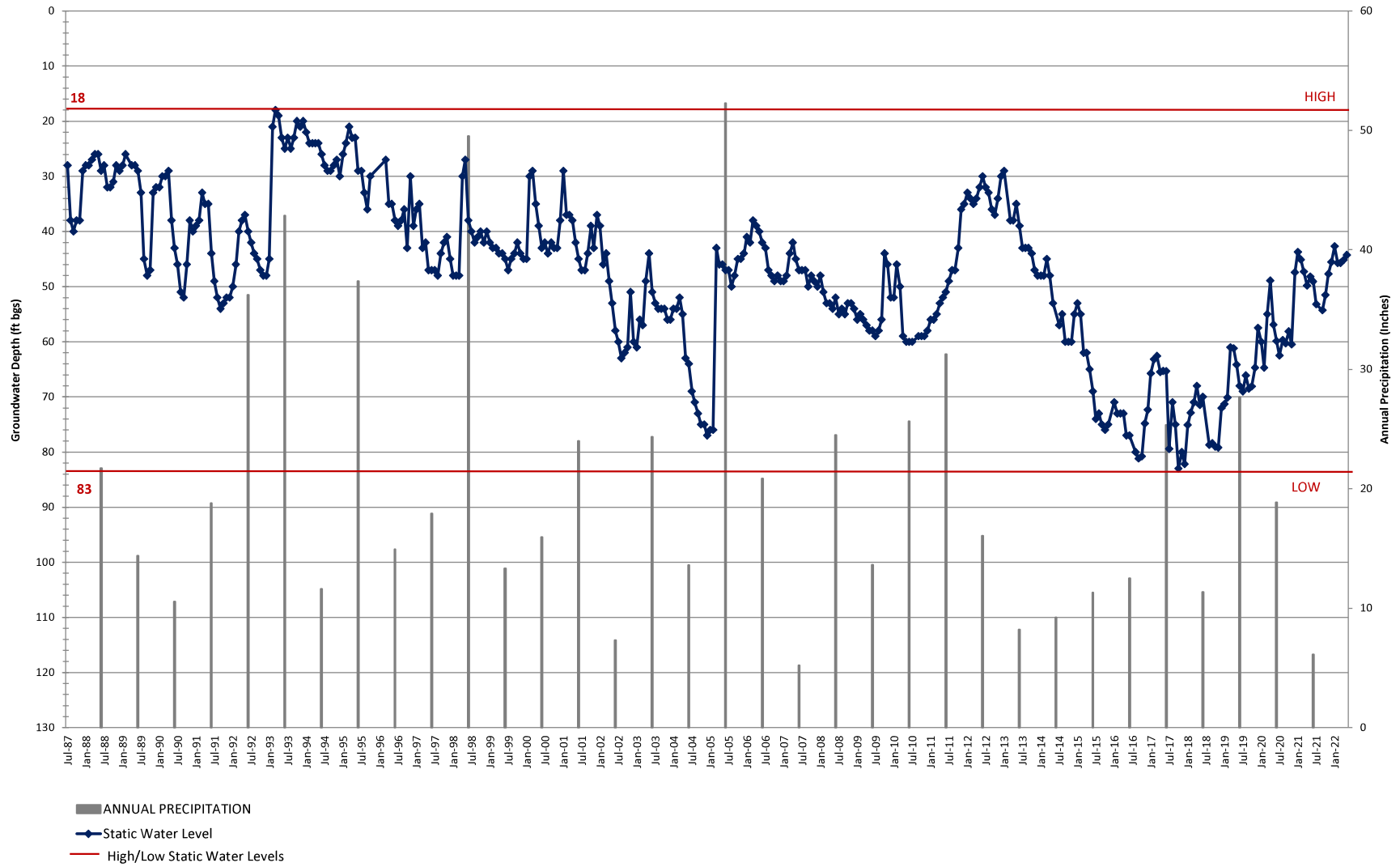
SCV WATER WELL Q2
 STATIC WATER LEVEL VS PRECIPITATION



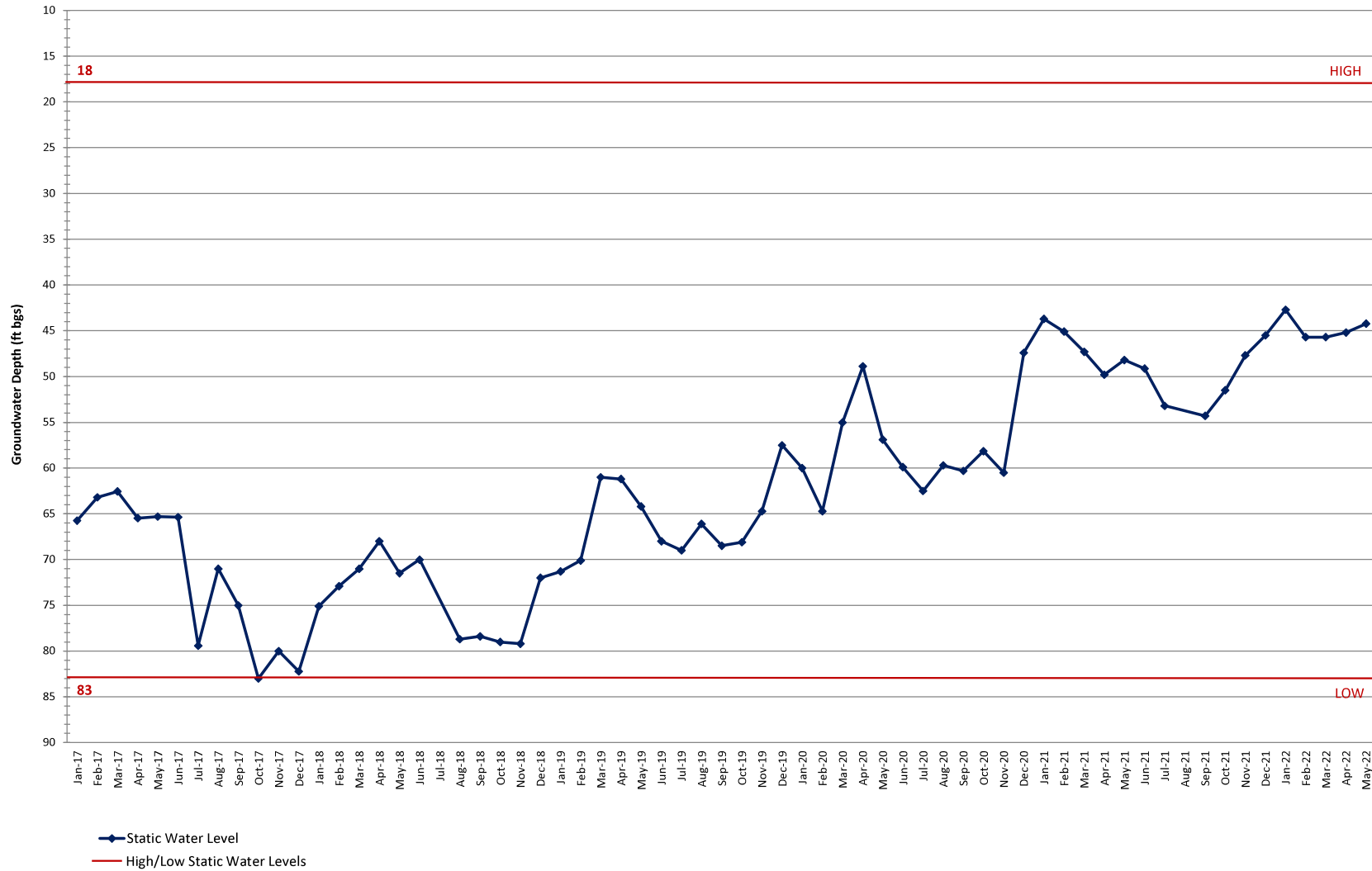
SCV WATER WELL Q2
STATIC WATER LEVEL



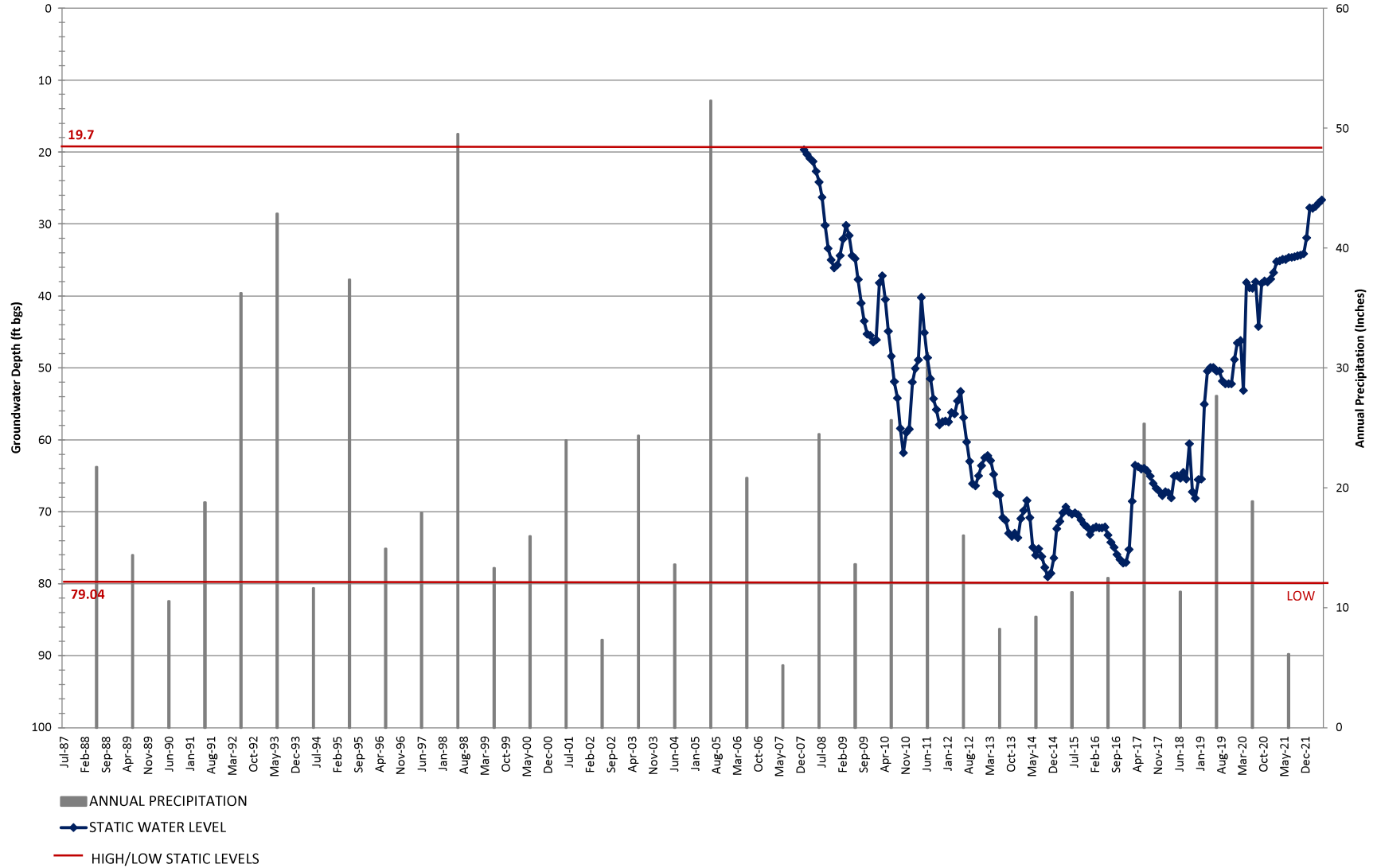
SCV WATER WELL GUIDA #14
STATIC WATER LEVEL VS PRECIPITATION



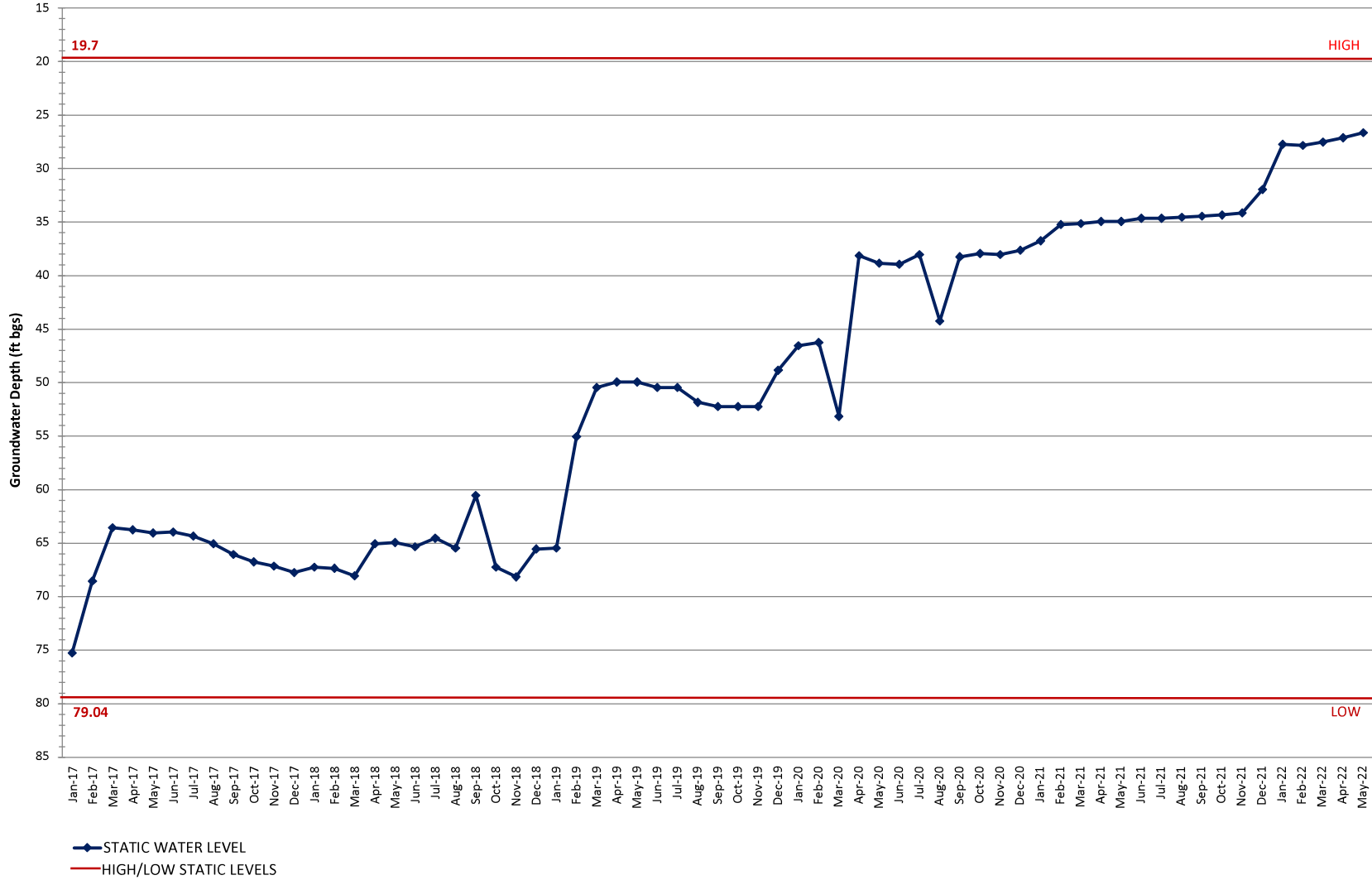
SCV WATER WELL GUIDA #14
 STATIC WATER LEVEL



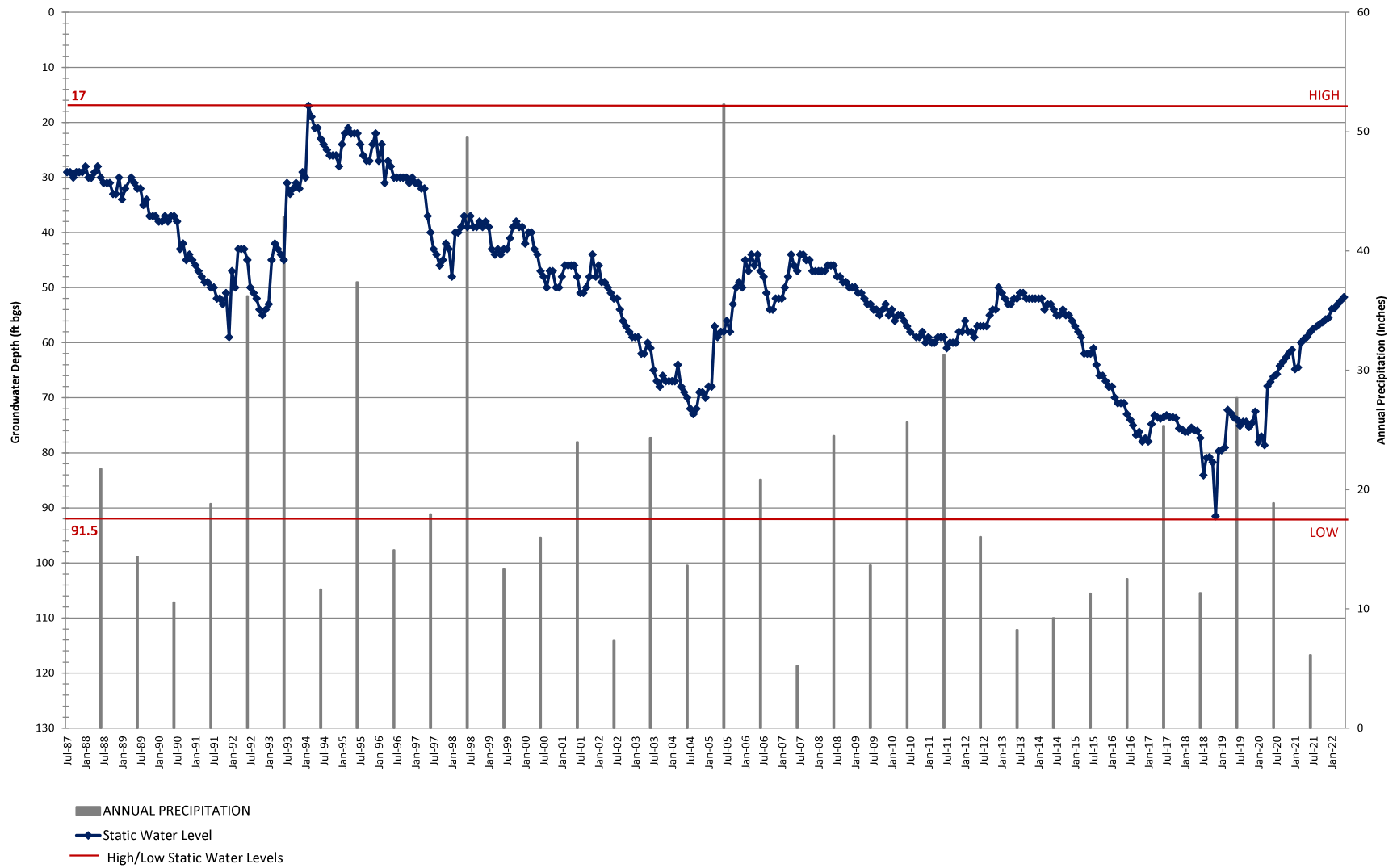
SCV WATER WELL T7
 STATIC WATER LEVEL VS PRECIPITATION



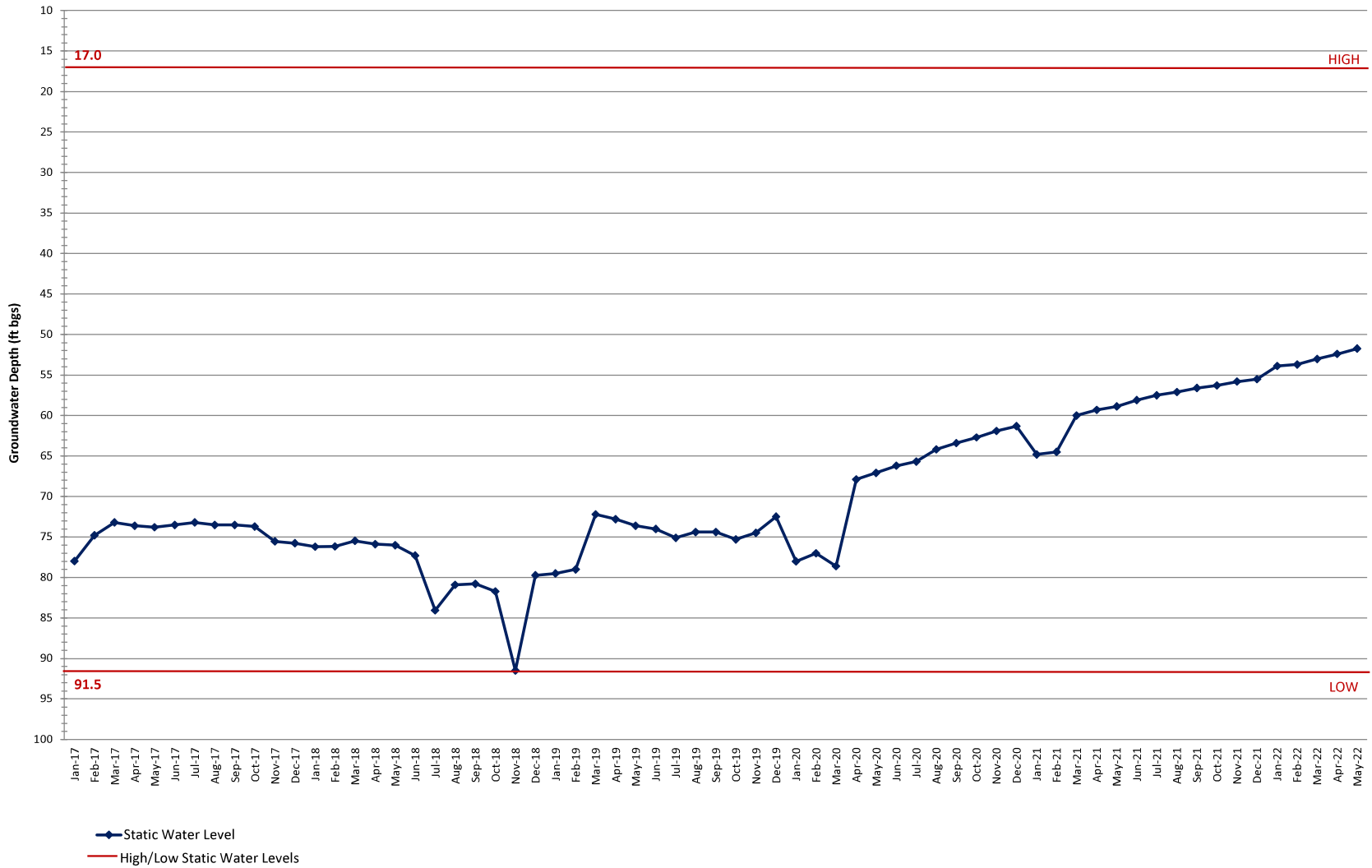
SCV WATER WELL T7
STATIC WATER LEVEL



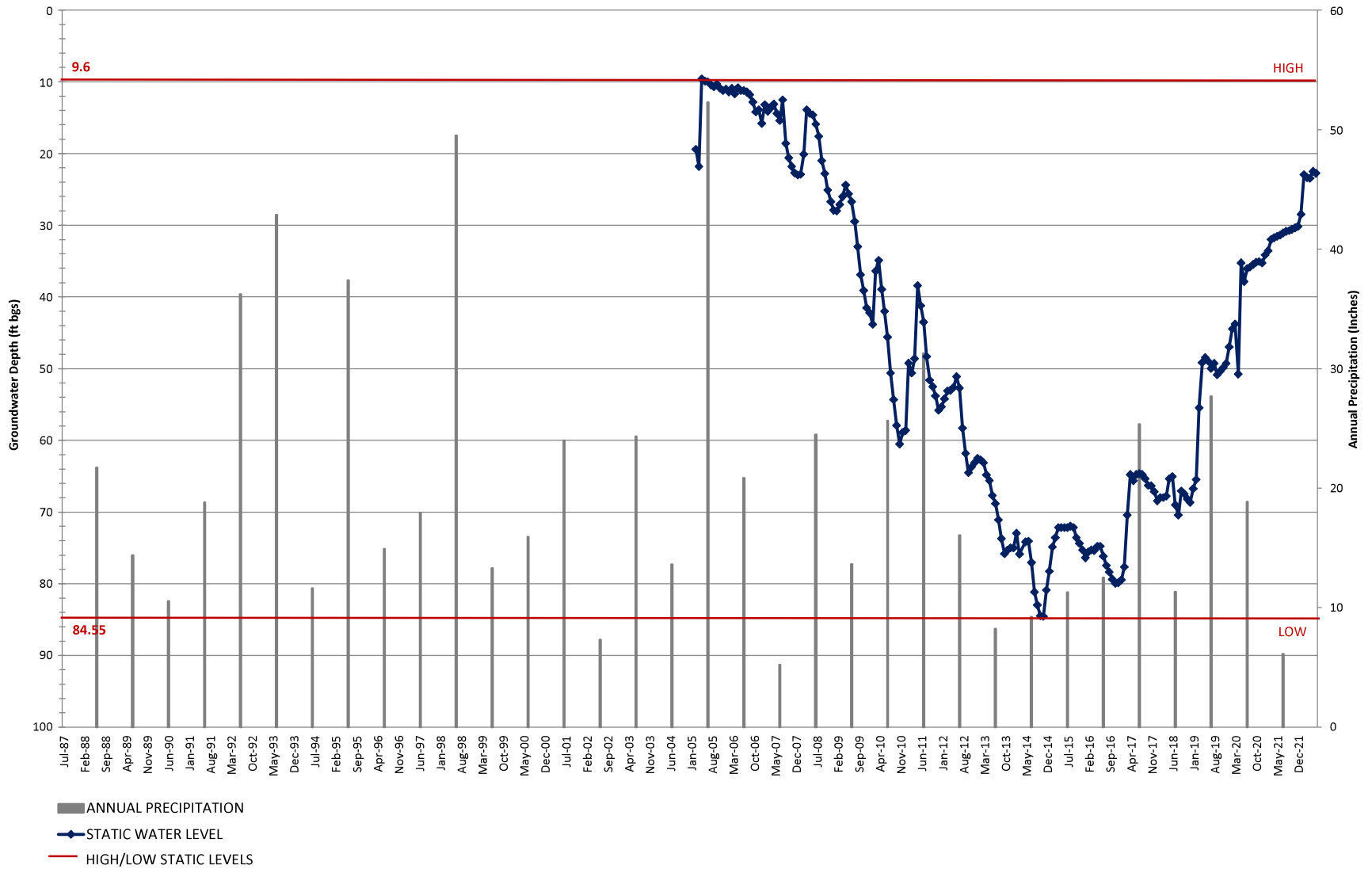
SCV WATER WELL CLARK #15
STATIC WATER LEVEL VS PRECIPITATION



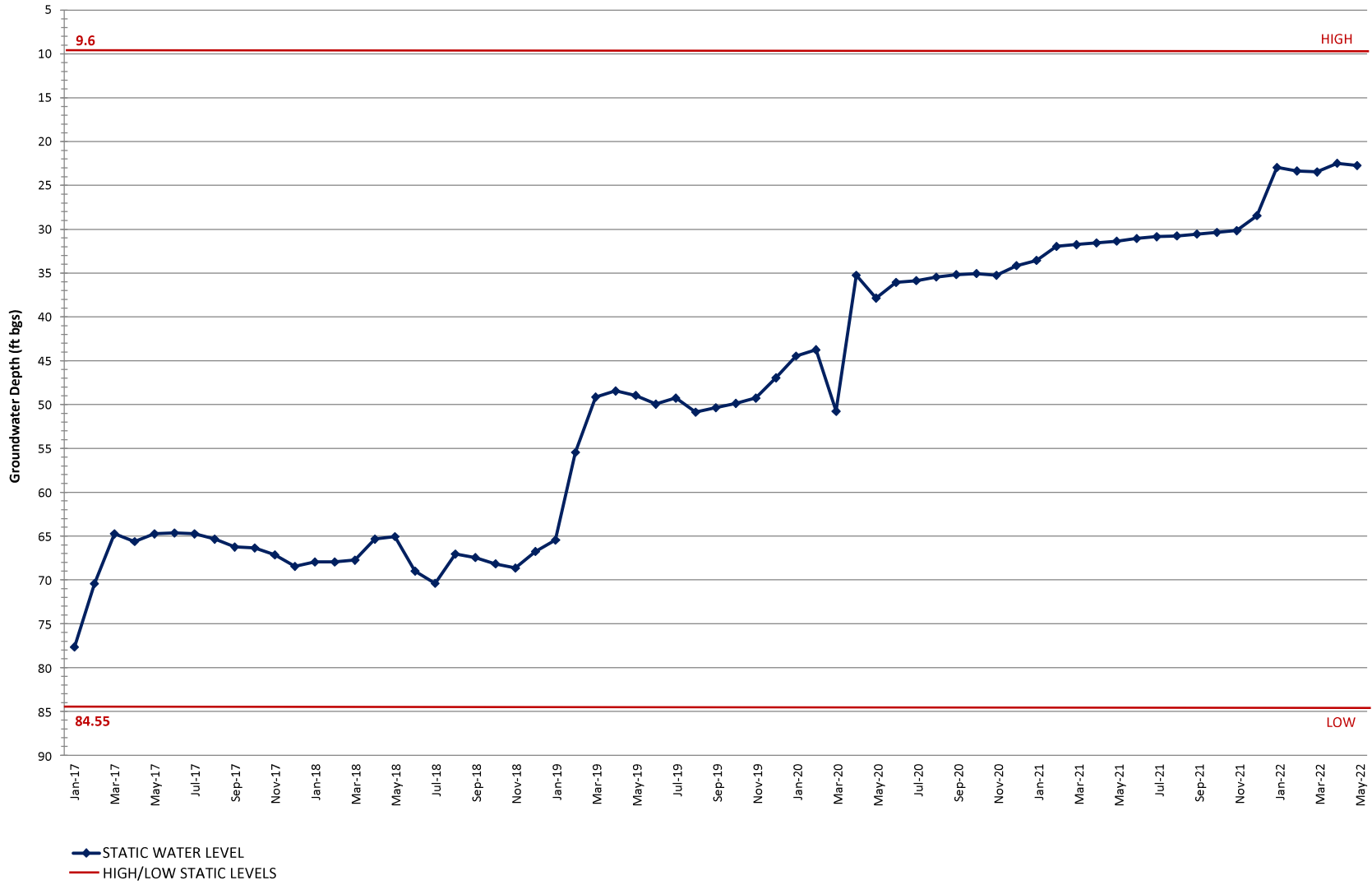
SCV WATER WELL CLARK #15
 STATIC WATER LEVEL



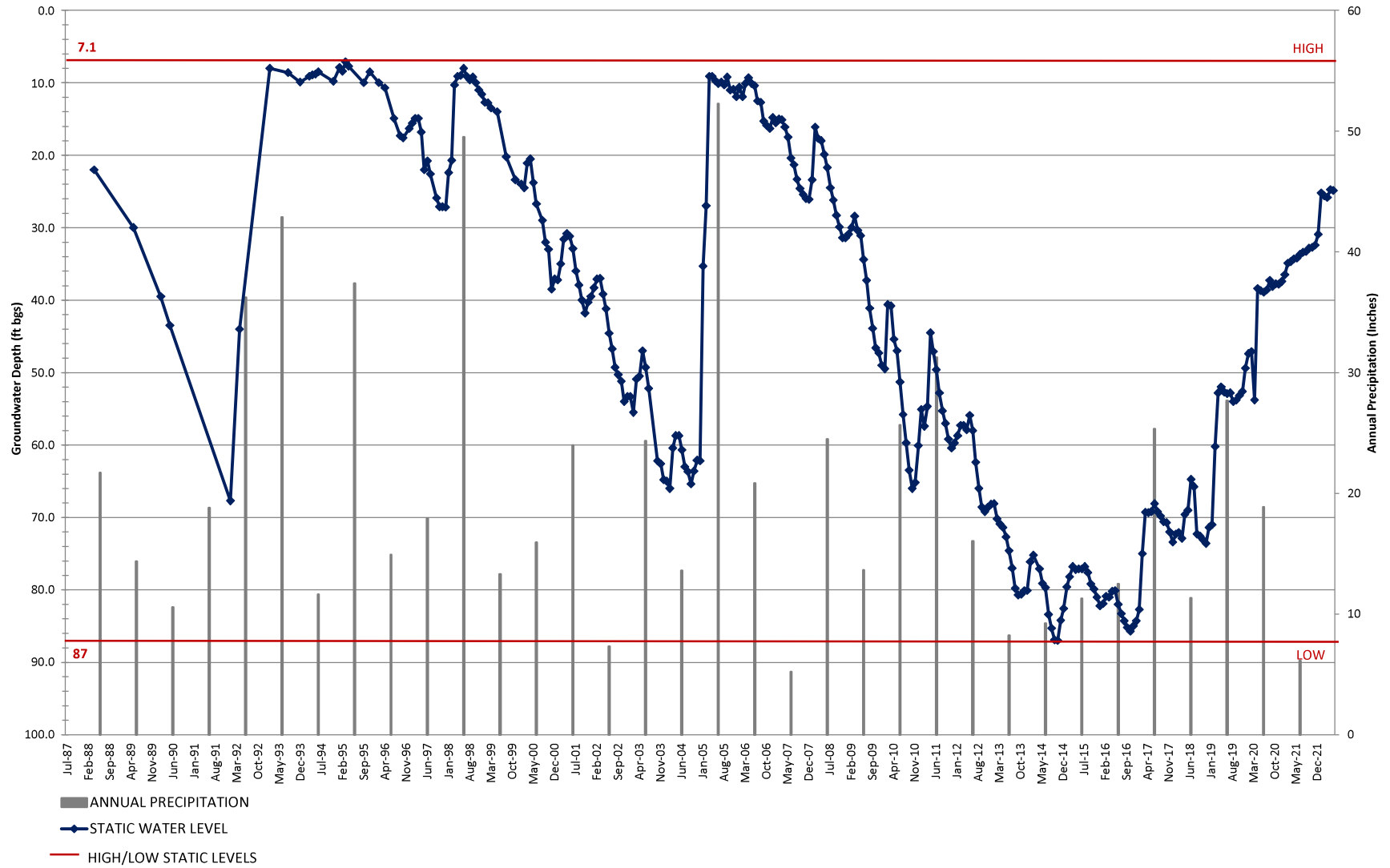
SCV WATER WELL U6
 STATIC WATER LEVEL VS PRECIPITATION



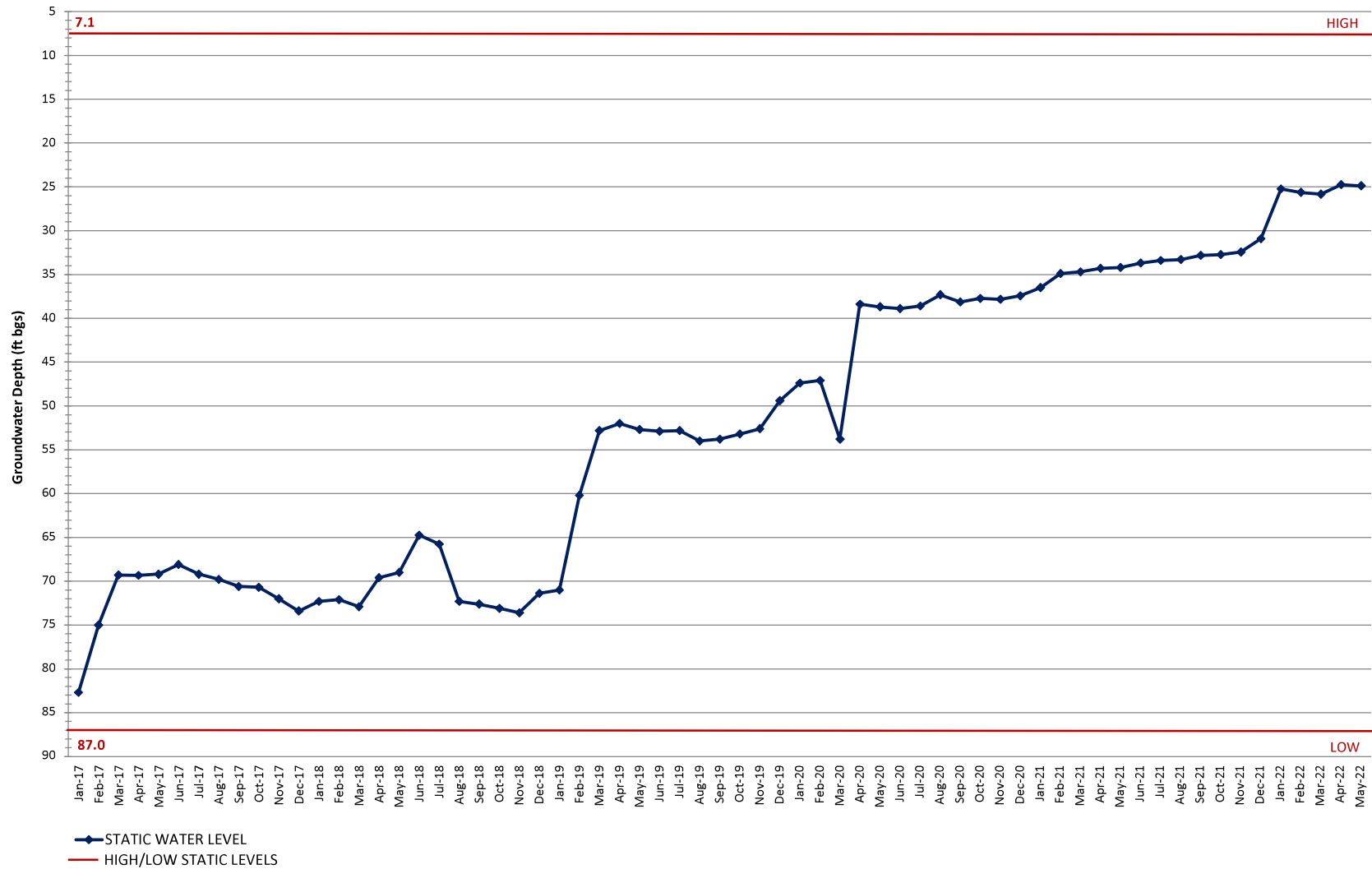
SCV WATER WELL U6
STATIC WATER LEVEL



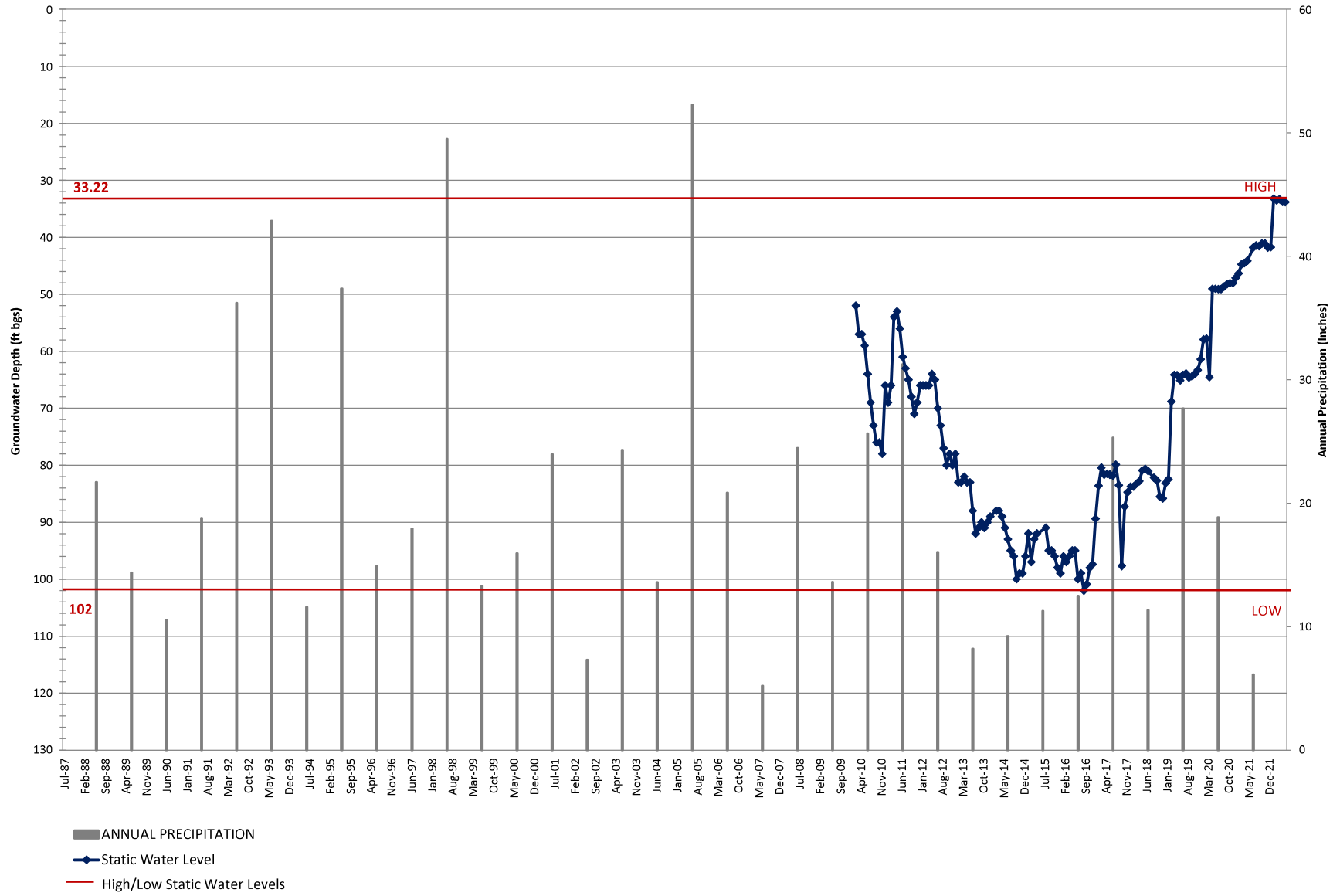
SCV WATER WELL U4
 STATIC WATER LEVEL VS PRECIPITATION



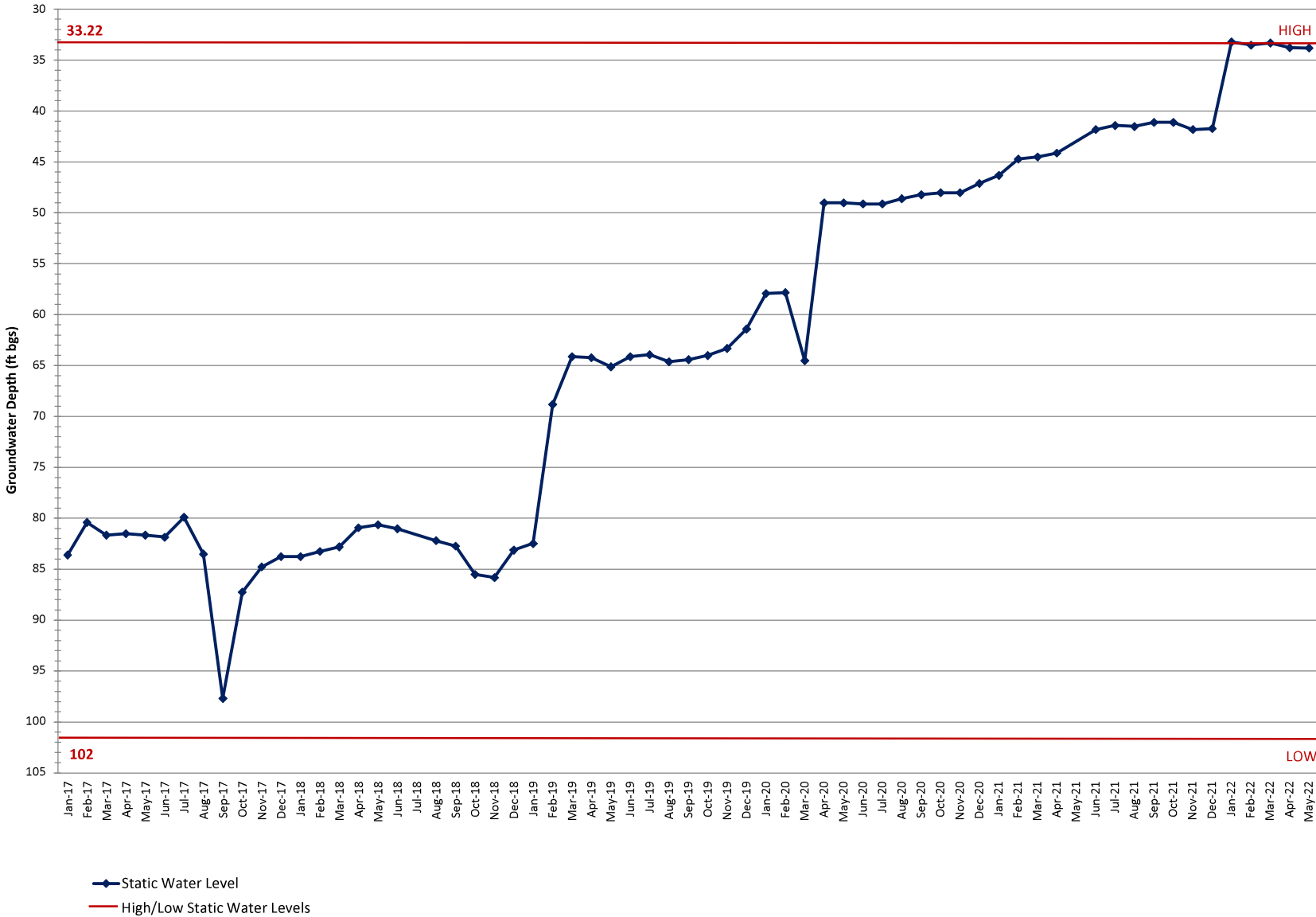
SCV WATER WELL U4
STATIC WATER LEVEL



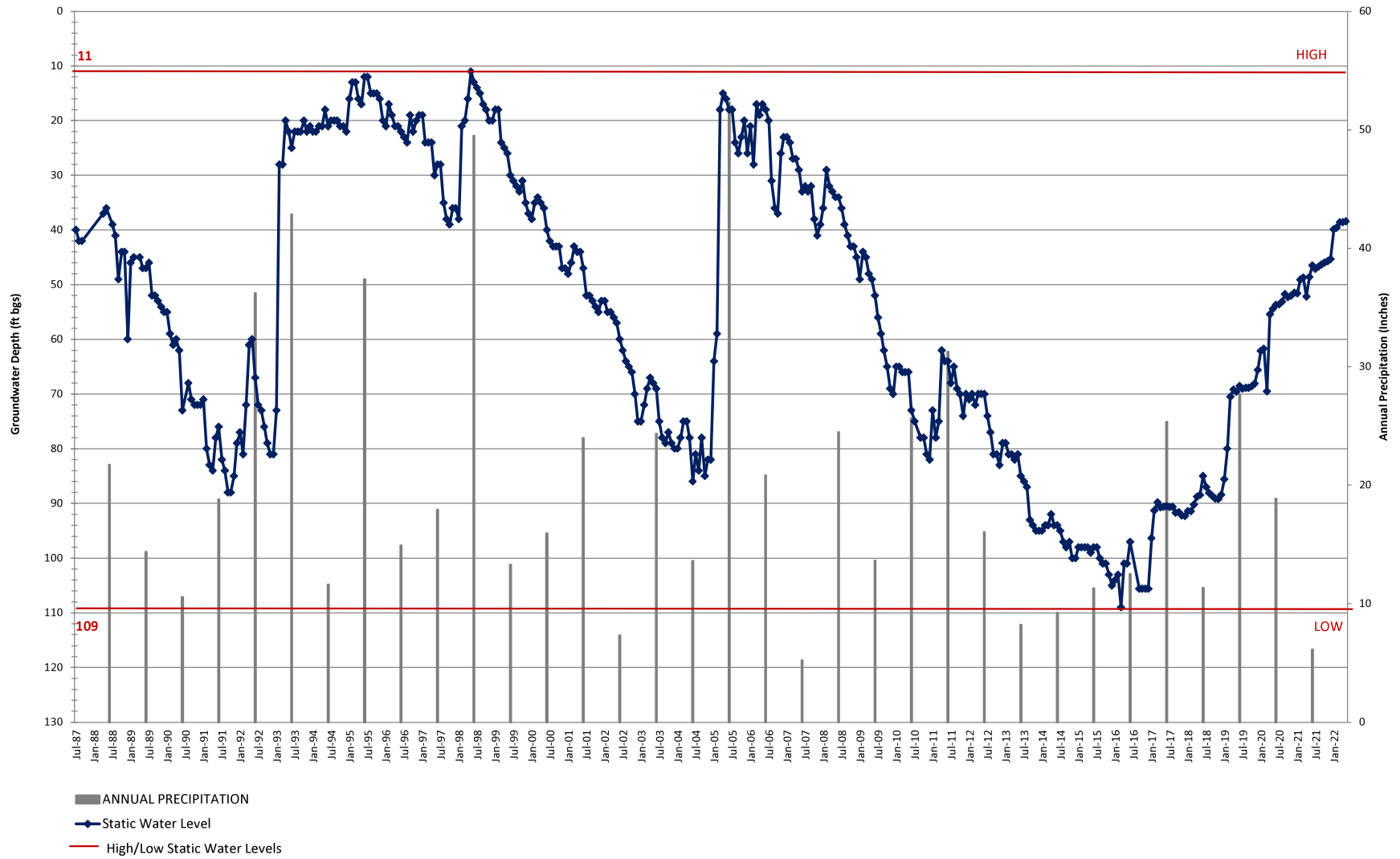
SCV WATER WELL VALLEY CENTER
 STATIC WATER LEVEL VS PRECIPITATION



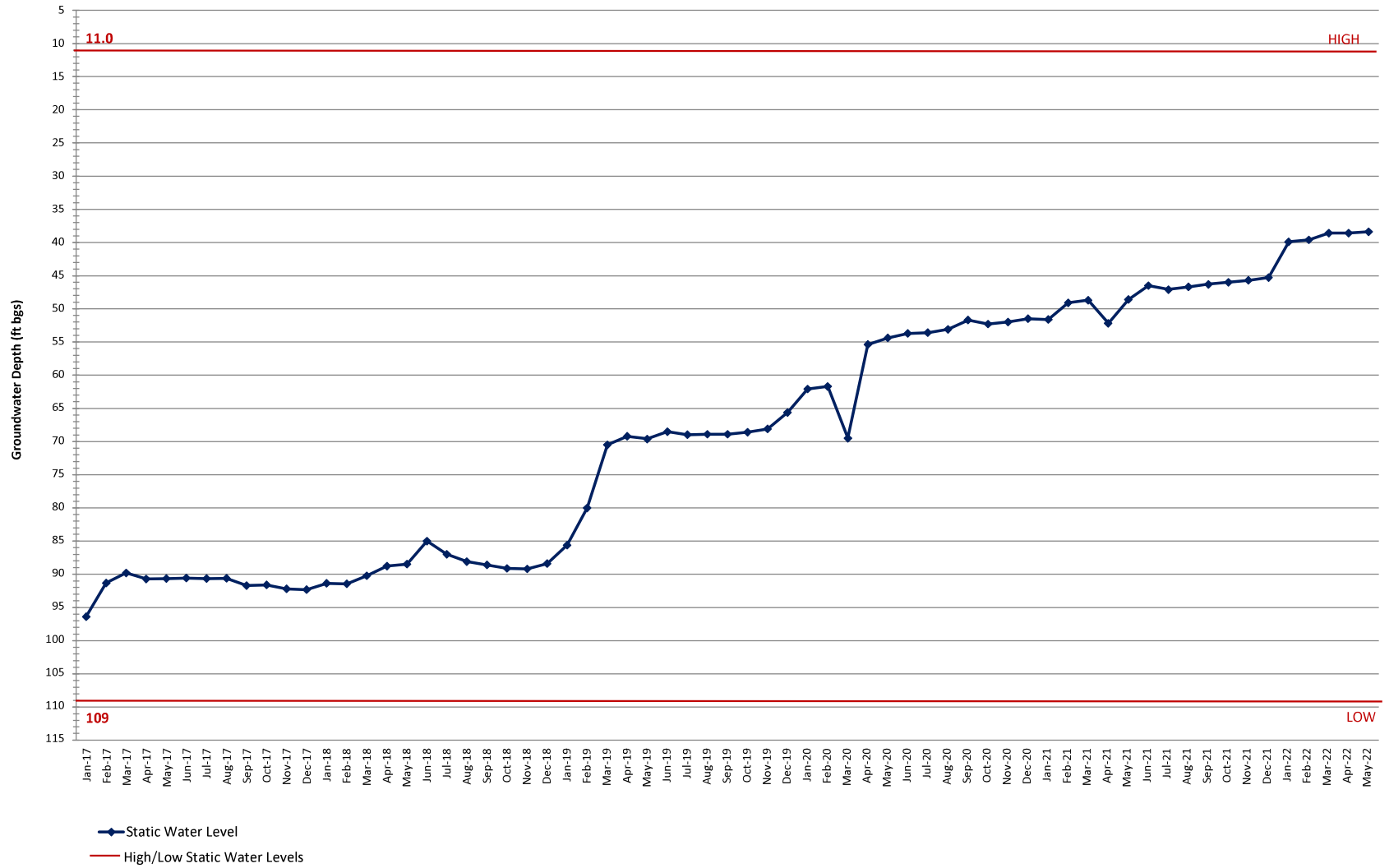
SCV WATER WELL VALLEY CENTER
 STATIC WATER LEVEL



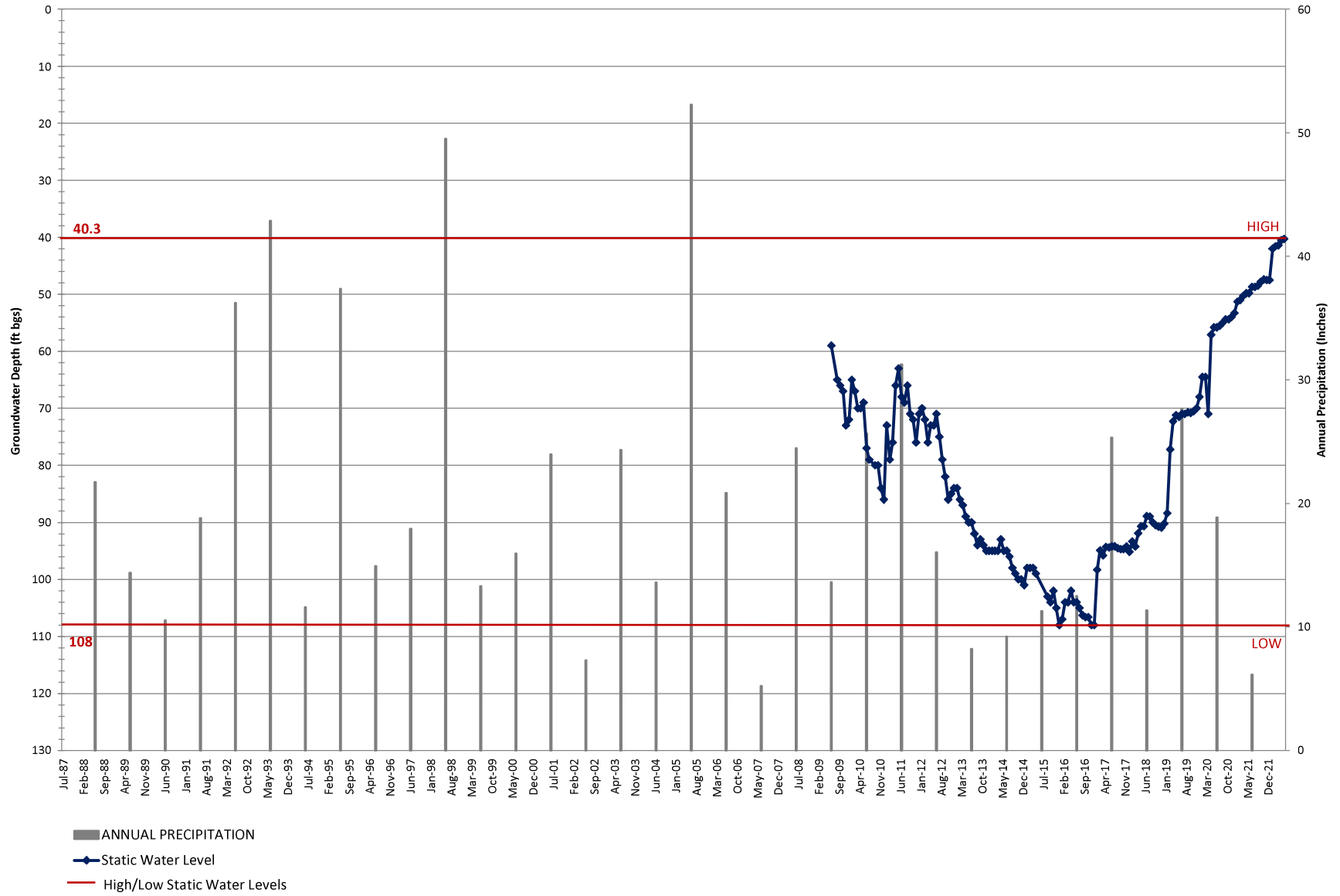
SCV WATER WELL HONBY #12
STATIC WATER LEVEL VS PRECIPITATION



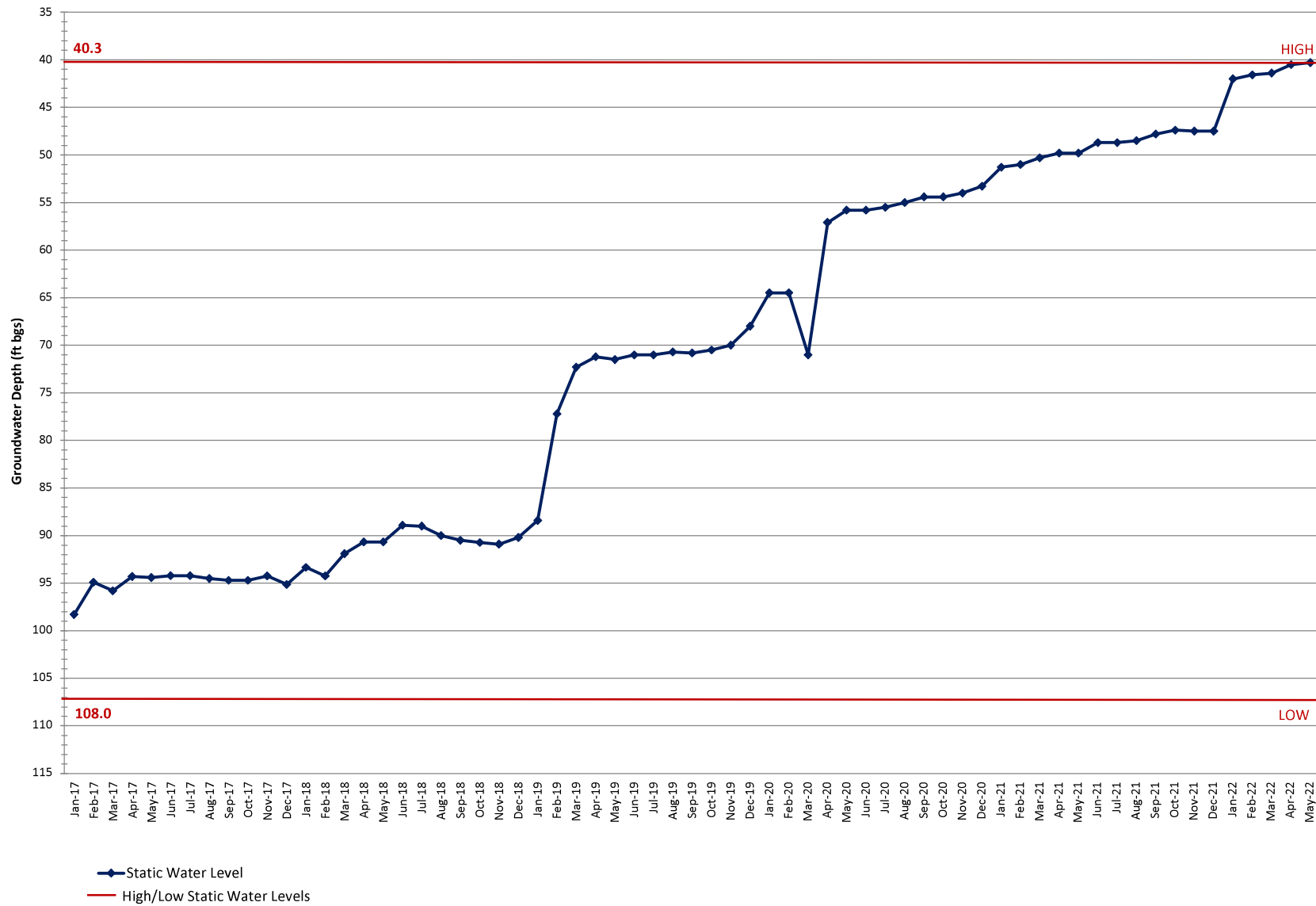
SCV WATER WELL HONBY #12
 STATIC WATER LEVEL



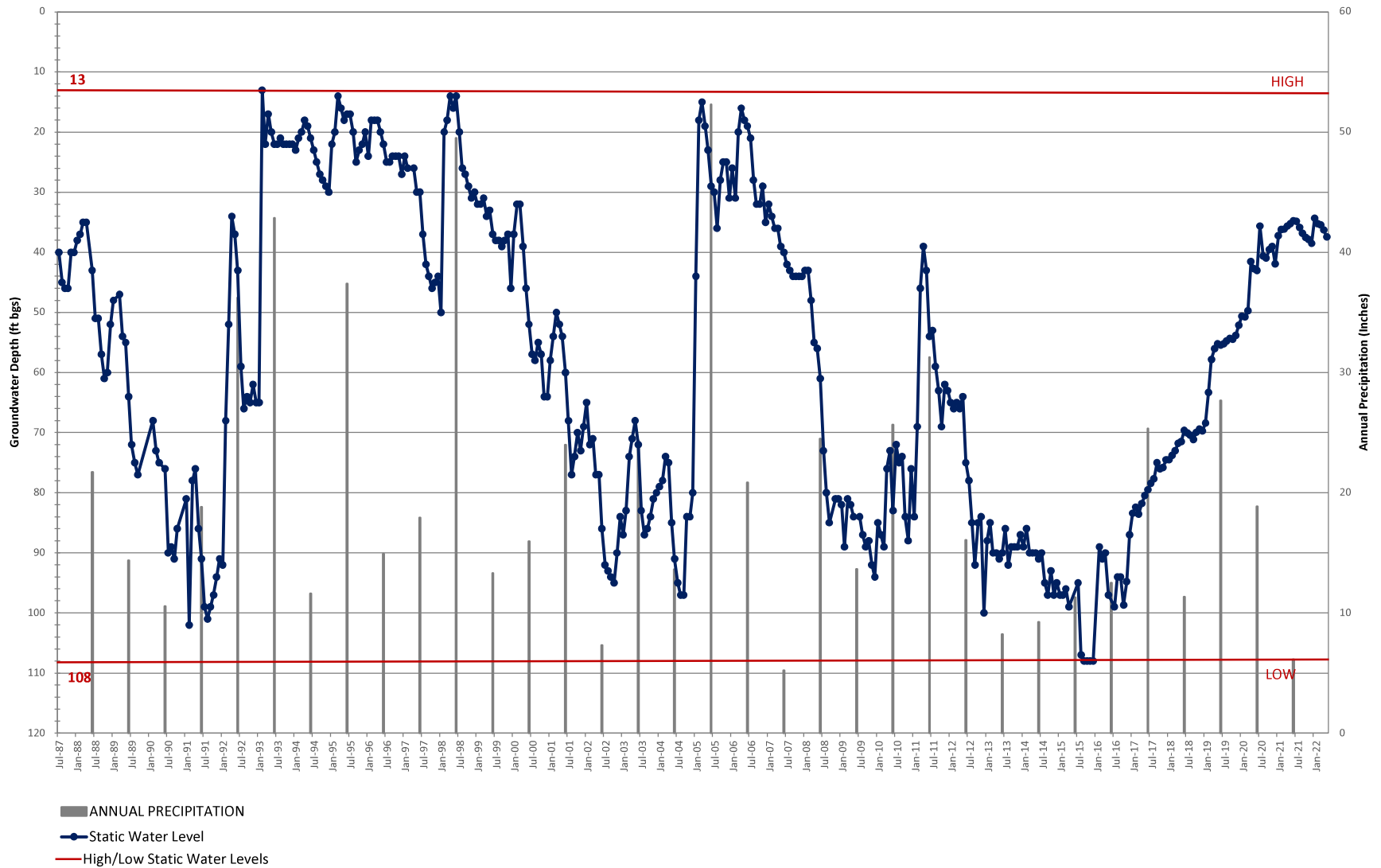
SCV WATER WELL SANTA CLARA
STATIC WATER LEVEL VS PRECIPITATION



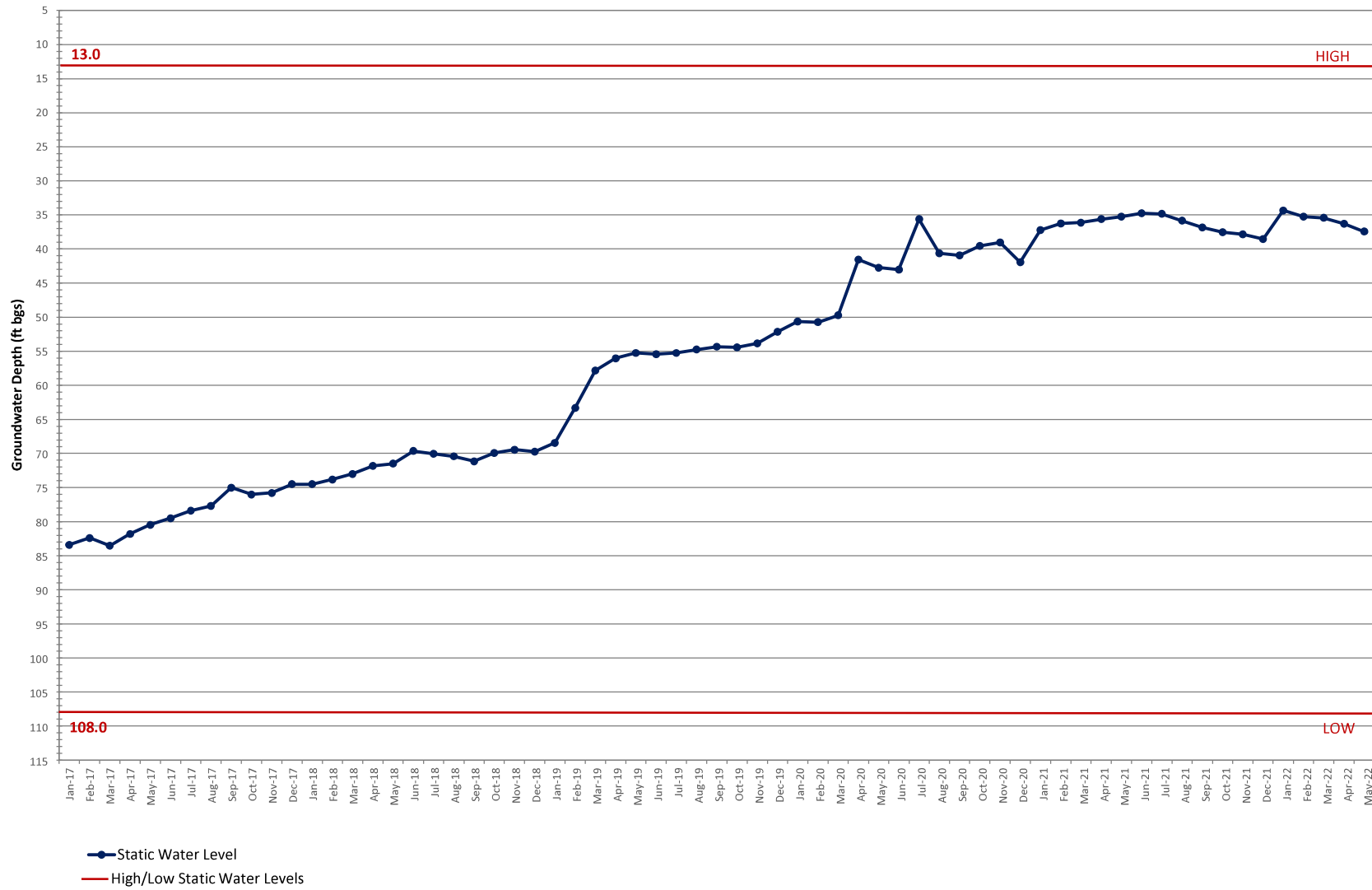
SCV WATER WELL SANTA CLARA
 STATIC WATER LEVEL



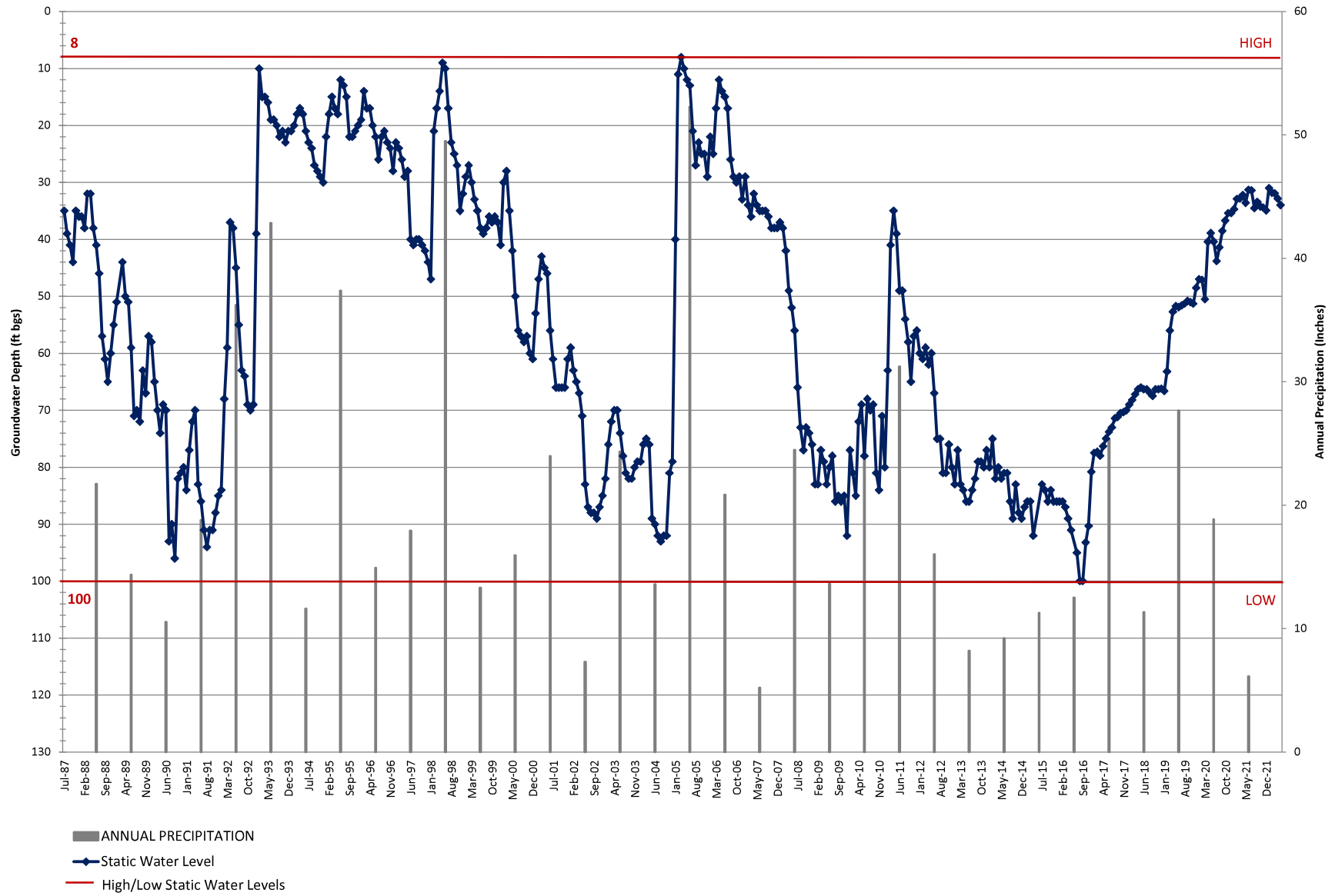
SCV WATER WELL NORTH OAKS CENTRAL #8
 STATIC WATER LEVEL VS. PRECIPITATION



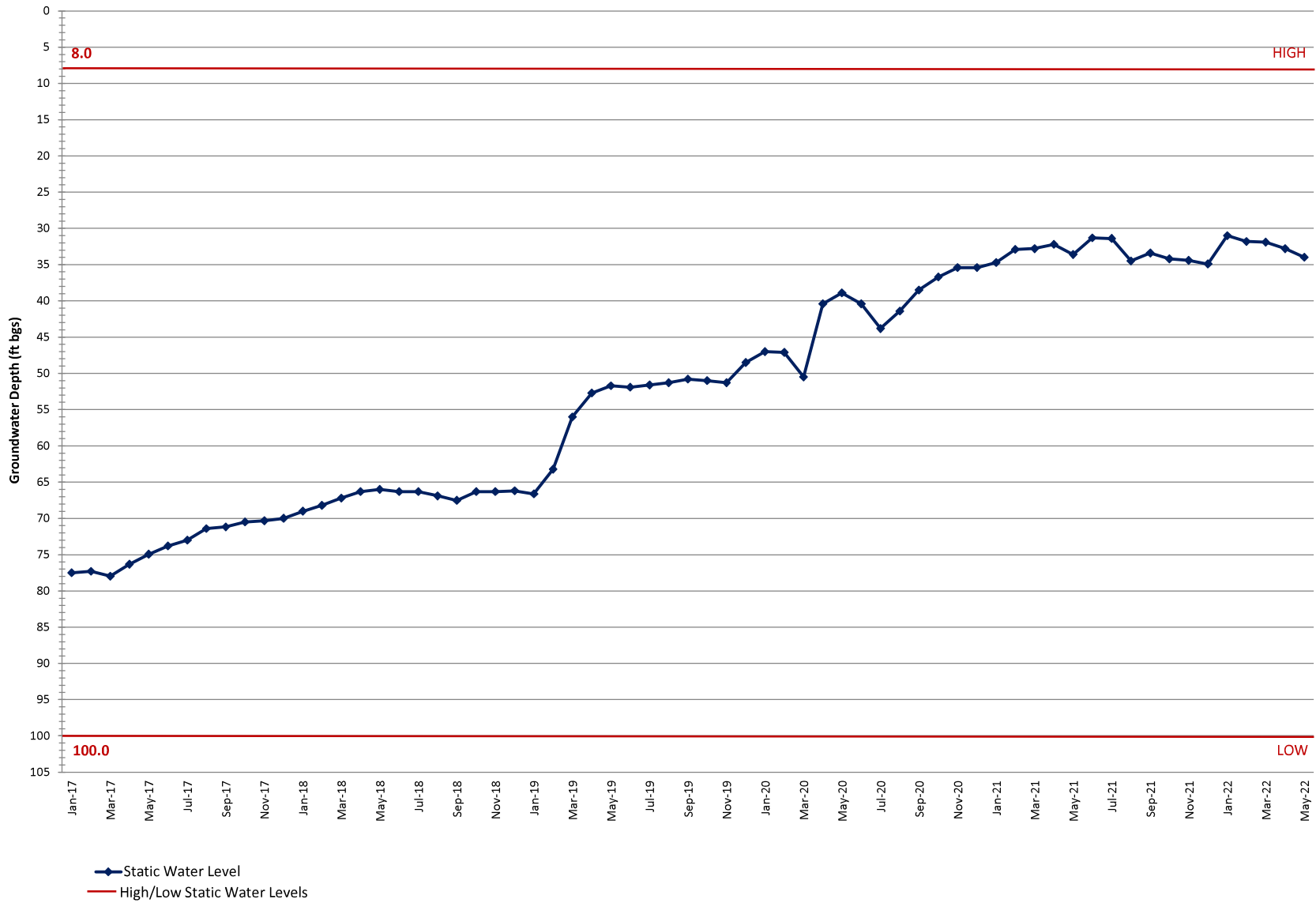
SCV WATER WELL NORTH OAKS CENTRAL #8
STATIC WATER LEVEL



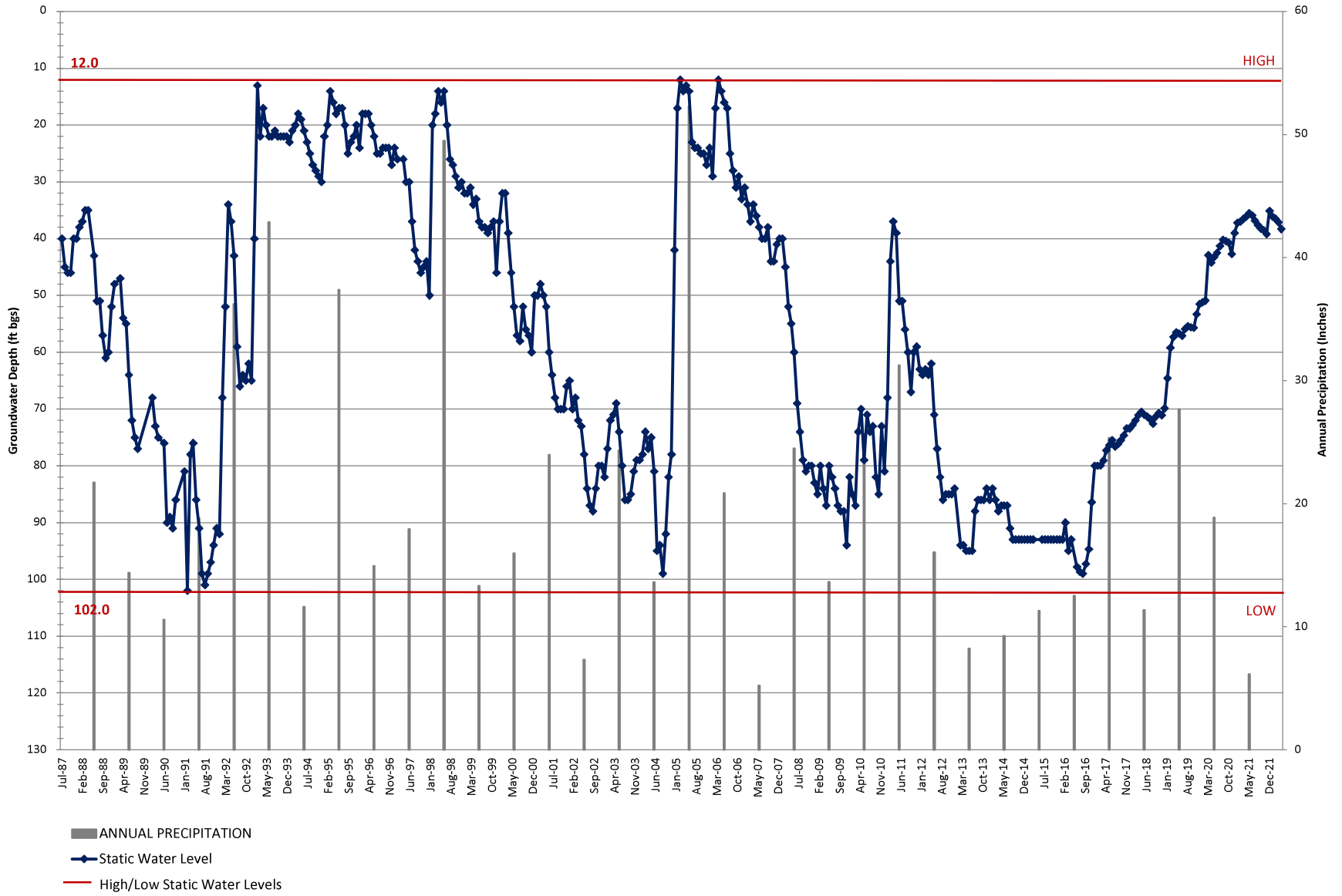
SCV WATER WELL NORTH OAKS WEST #9
 STATIC WATER LEVEL VS PRECIPITATION



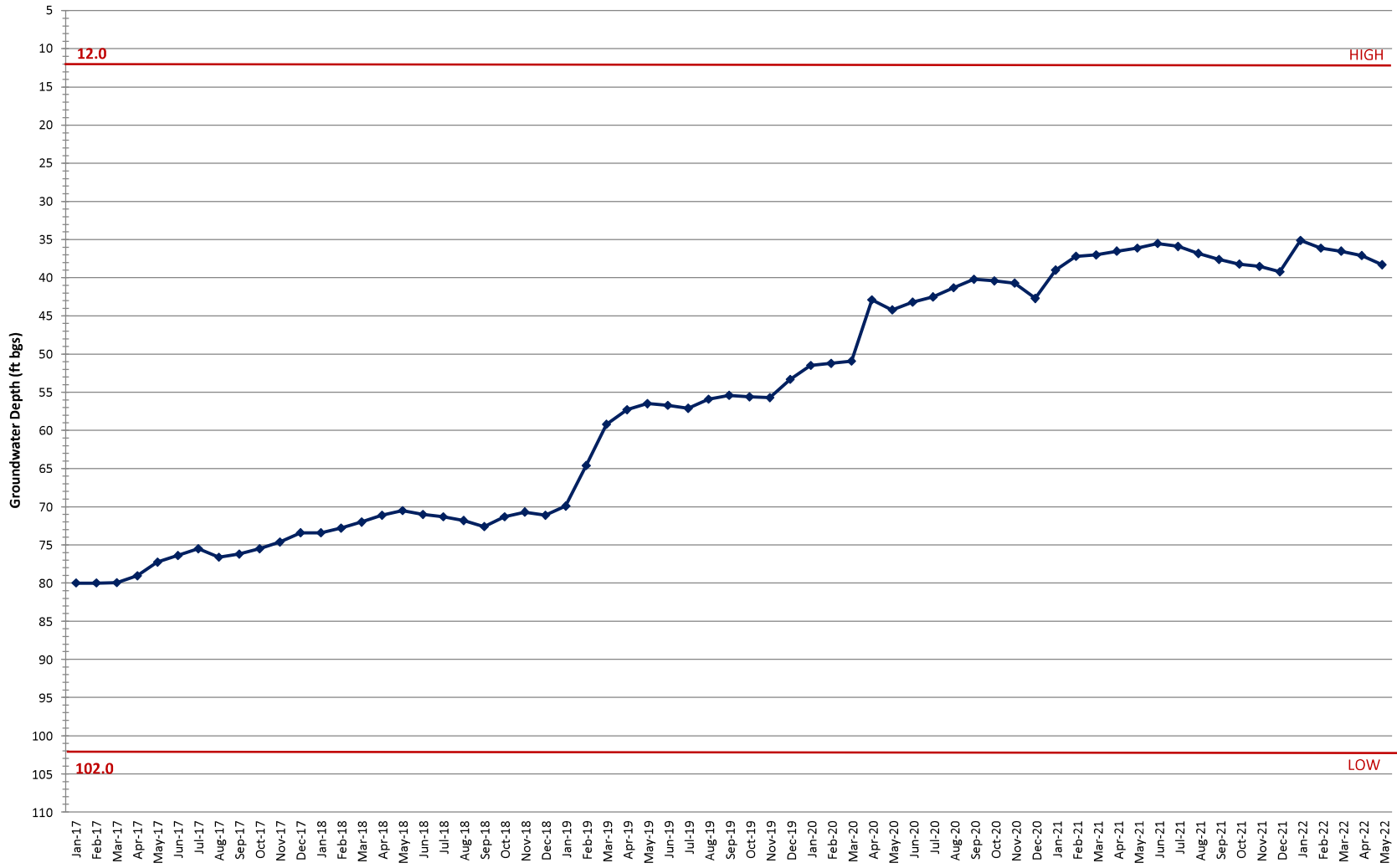
SCV WATER WELL NORTH OAKS WEST #9
STATIC WATER LEVEL



SCV WATER WELL NORTH OAKS EAST #7
 STATIC WATER LEVEL VS PRECIPITATION

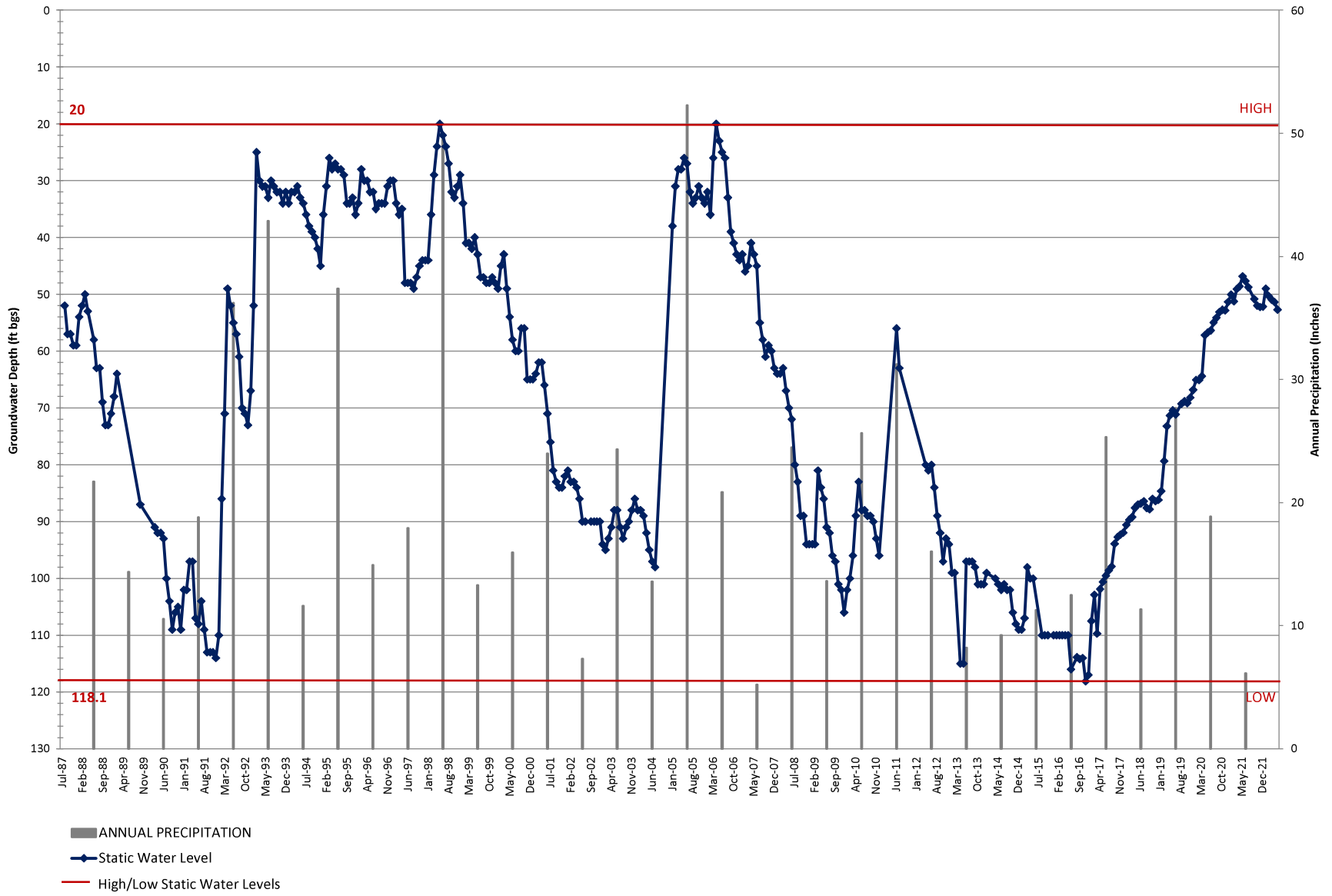


SCV WATER WELL NORTH OAKS EAST #7
 STATIC WATER LEVEL

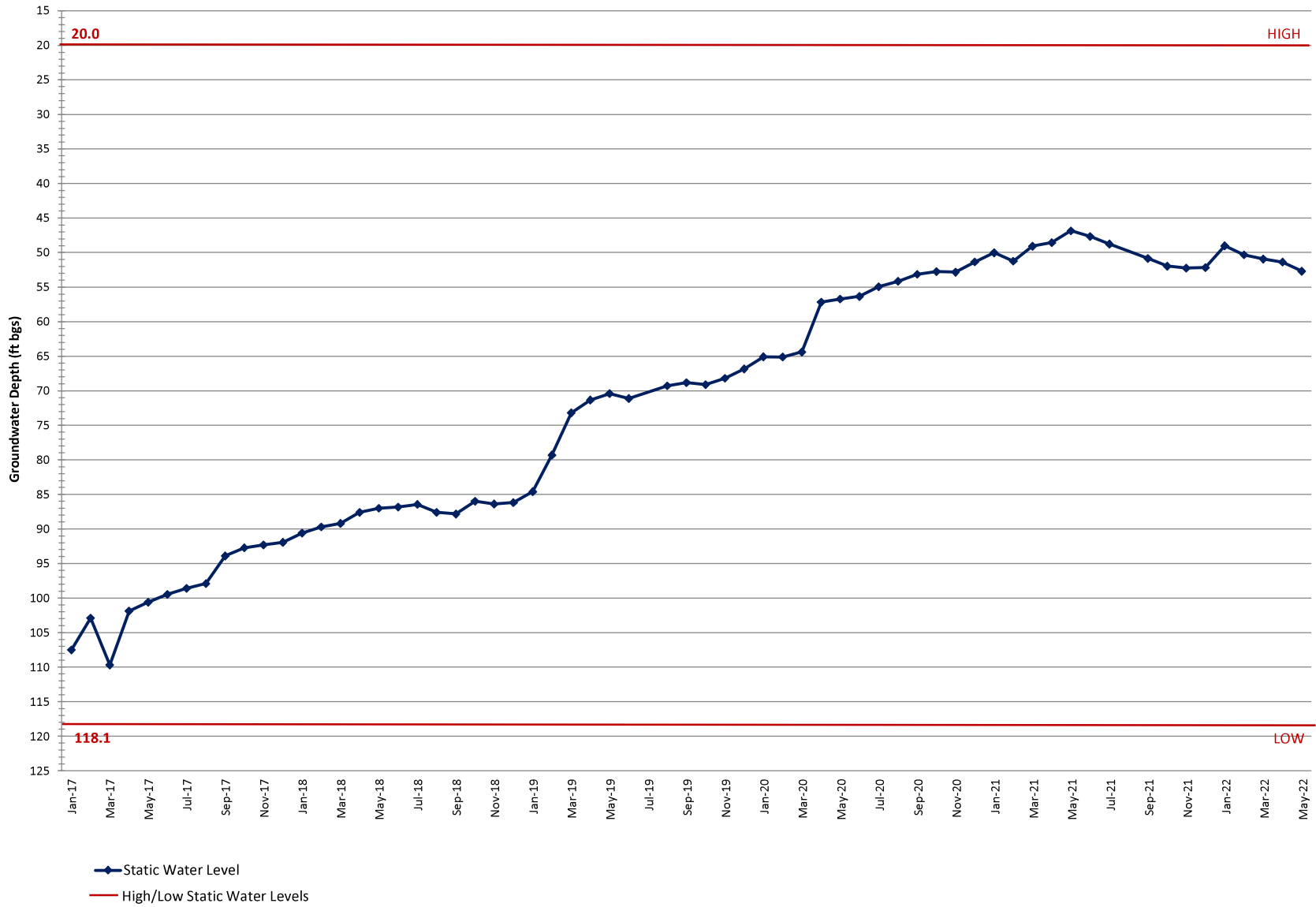


◆ Static Water Level
 — High/Low Static Water Levels

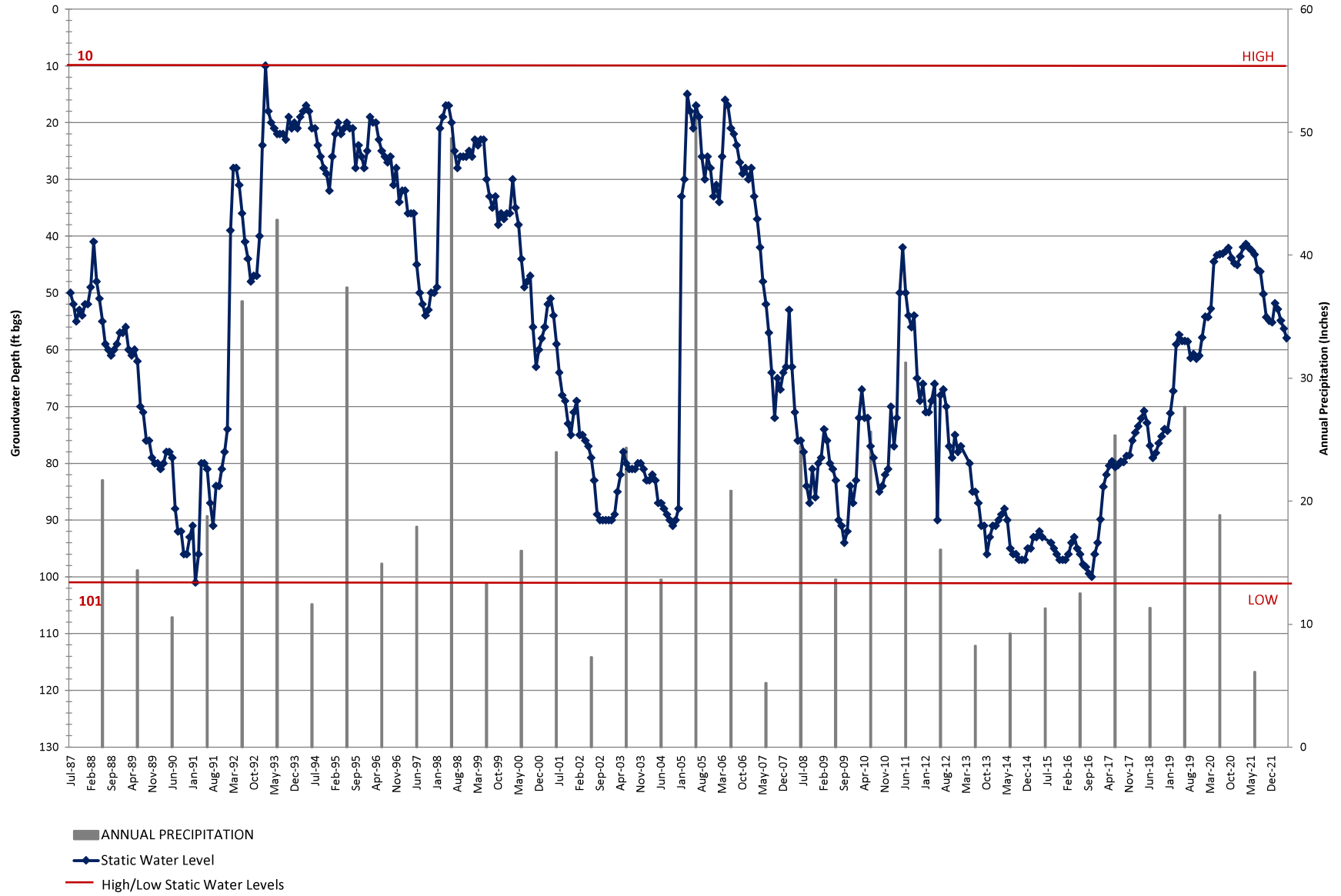
SCV WATER WELL SIERRA #6
STATIC WATER LEVEL VS PRECIPITATION



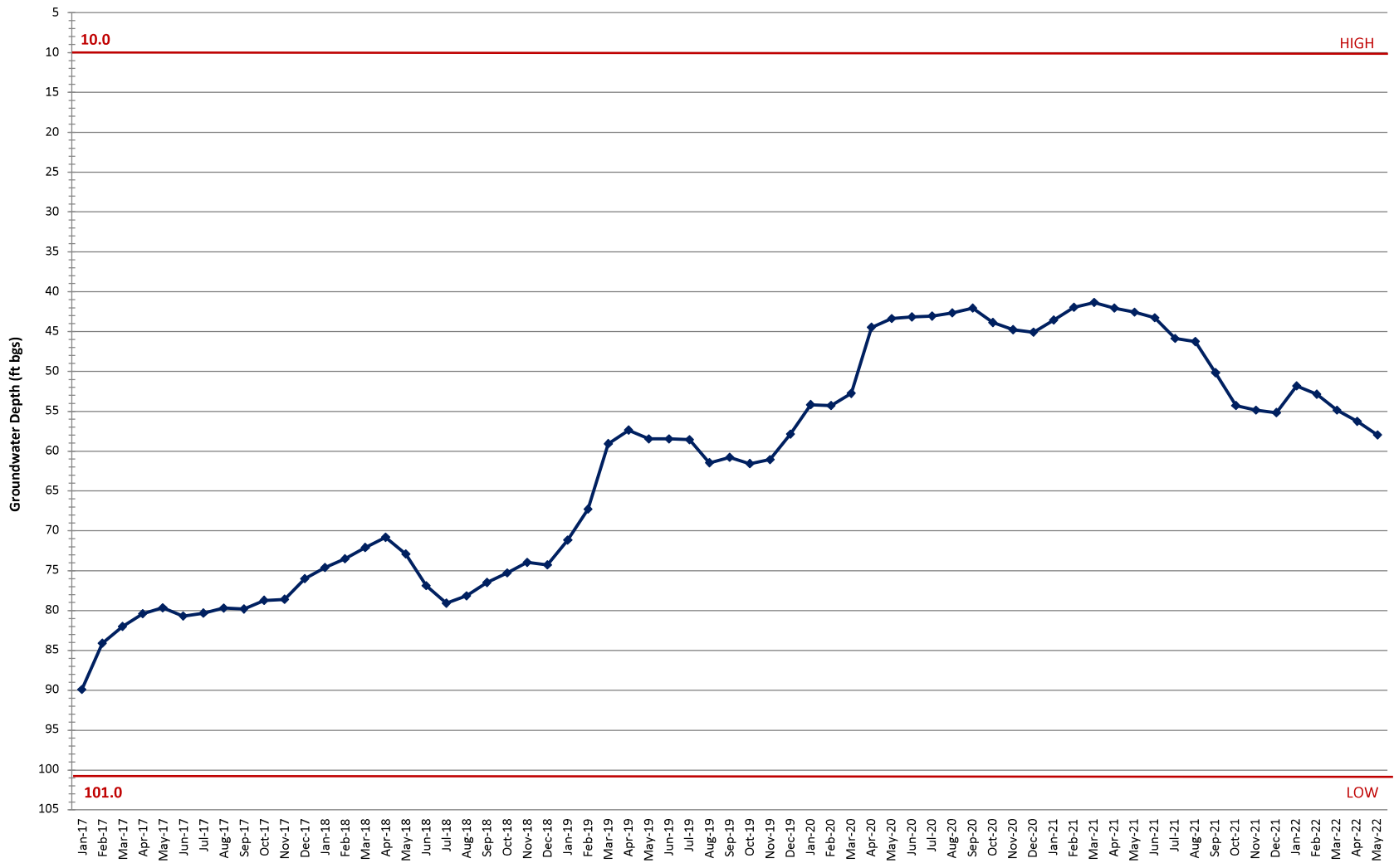
SCV WATER WELL SIERRA #6
 STATIC WATER LEVEL



SCV WATER WELL MITCHELL #5A
STATIC WATER LEVEL VS PRECIPITATION



SCV WATER WELL MITCHELL #5A
 STATIC WATER LEVEL

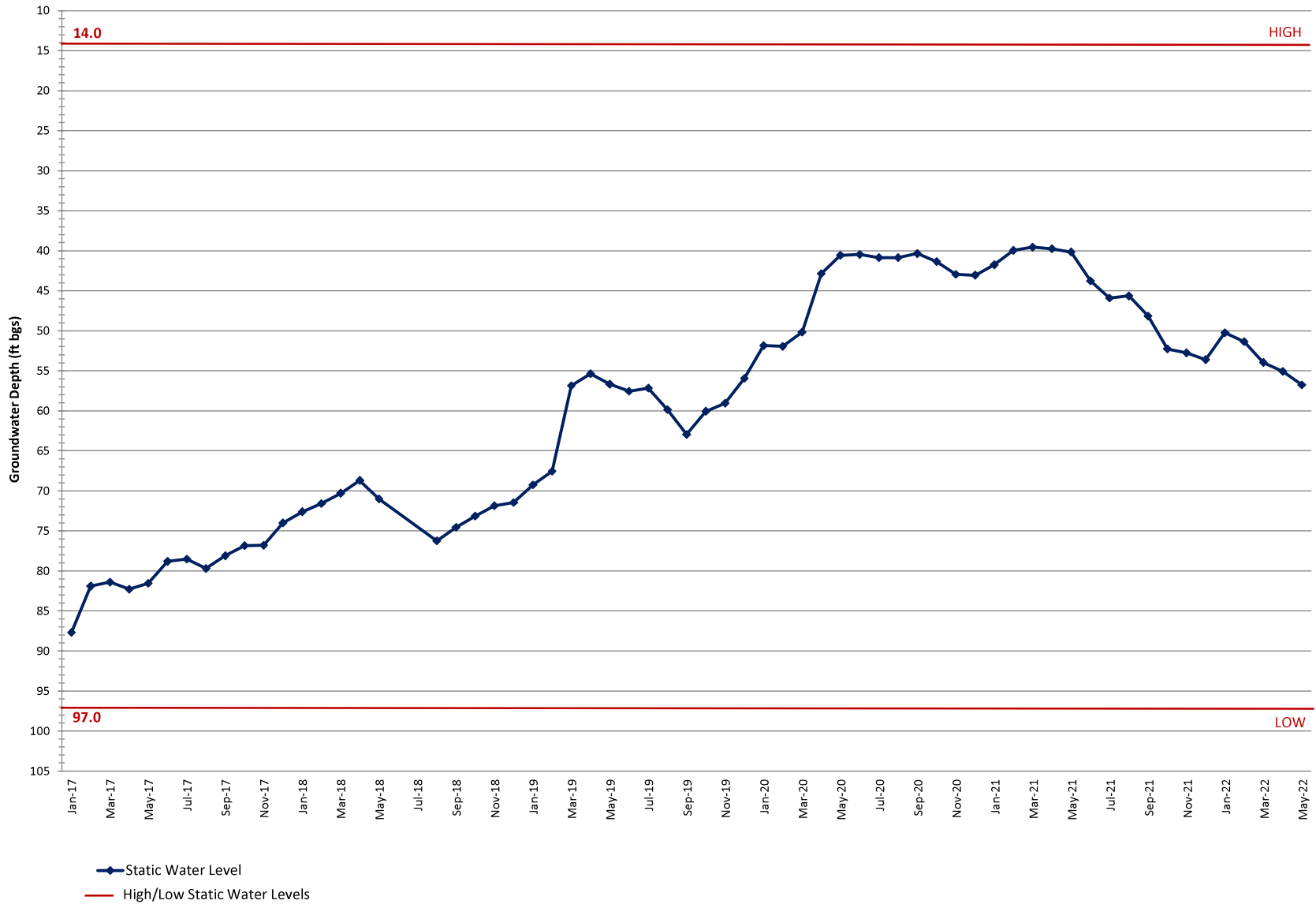


◆ Static Water Level
 — High/Low Static Water Levels

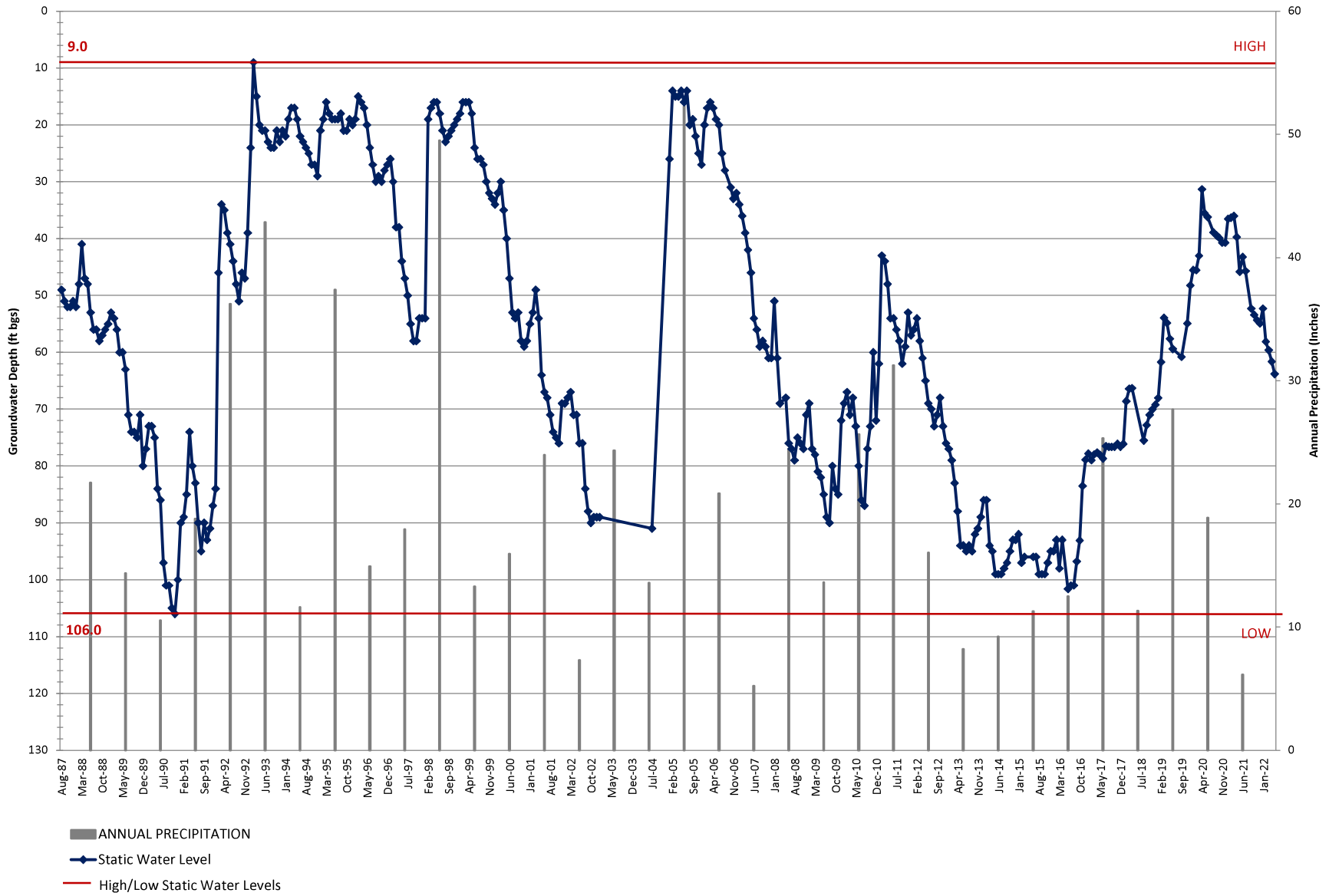
SCV WATER WELL MITCHELL #5B
 STATIC WATER LEVEL VS PRECIPITATION



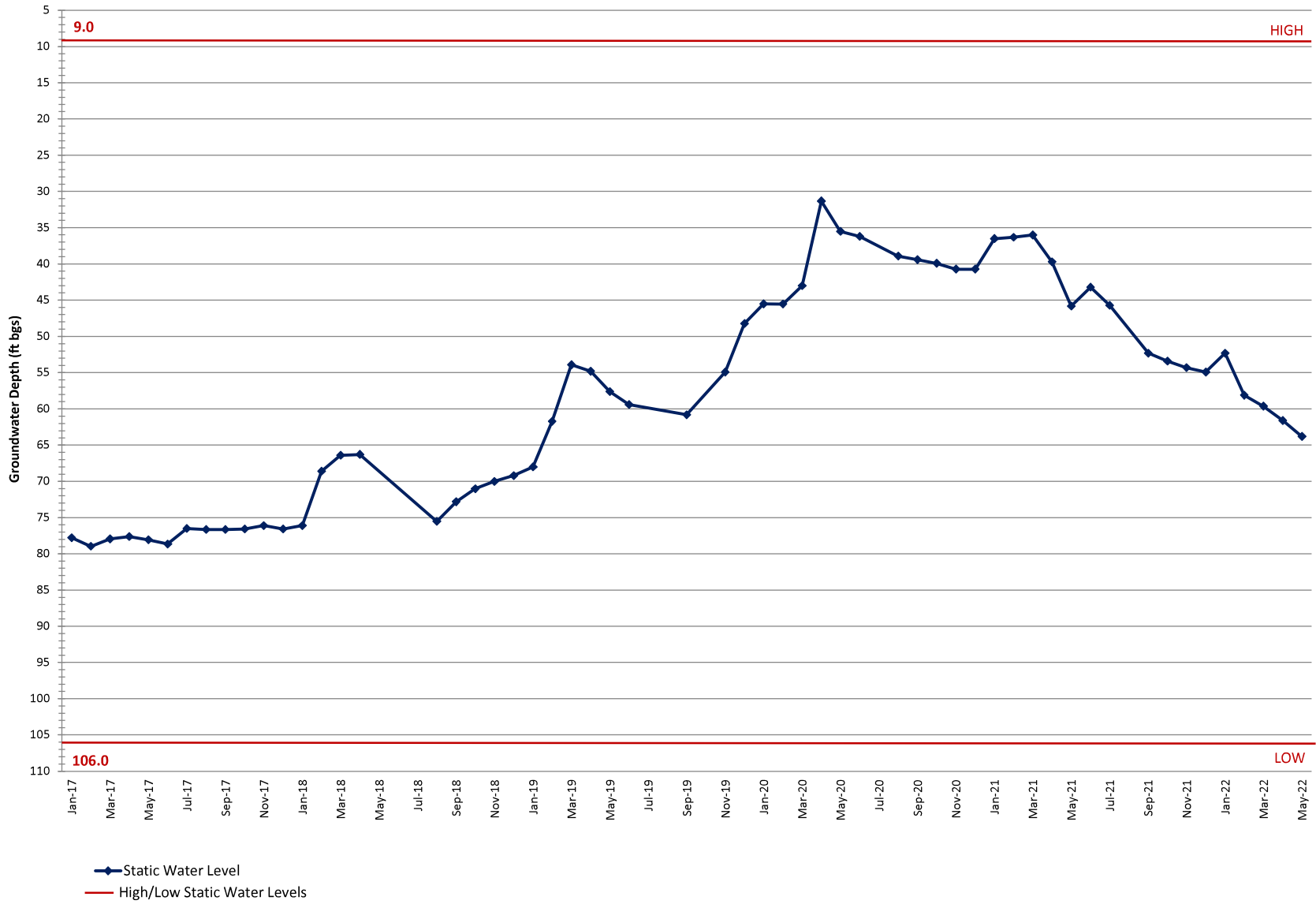
SCV WATER WELL MITCHELL #5B
 STATIC WATER LEVEL



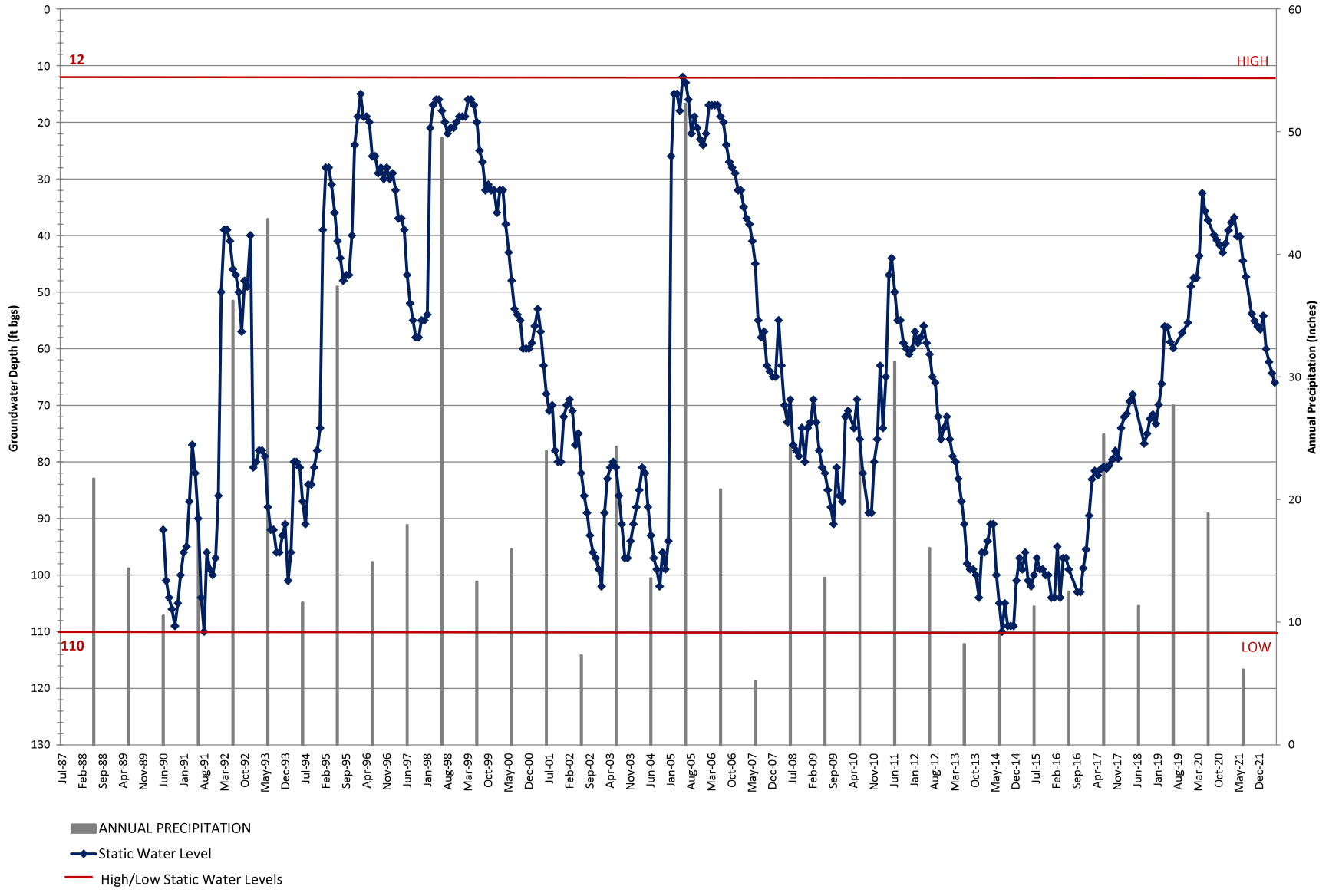
SCV WATER WELL SAND CANYON #3
 STATIC WATER LEVEL VS PRECIPITATION



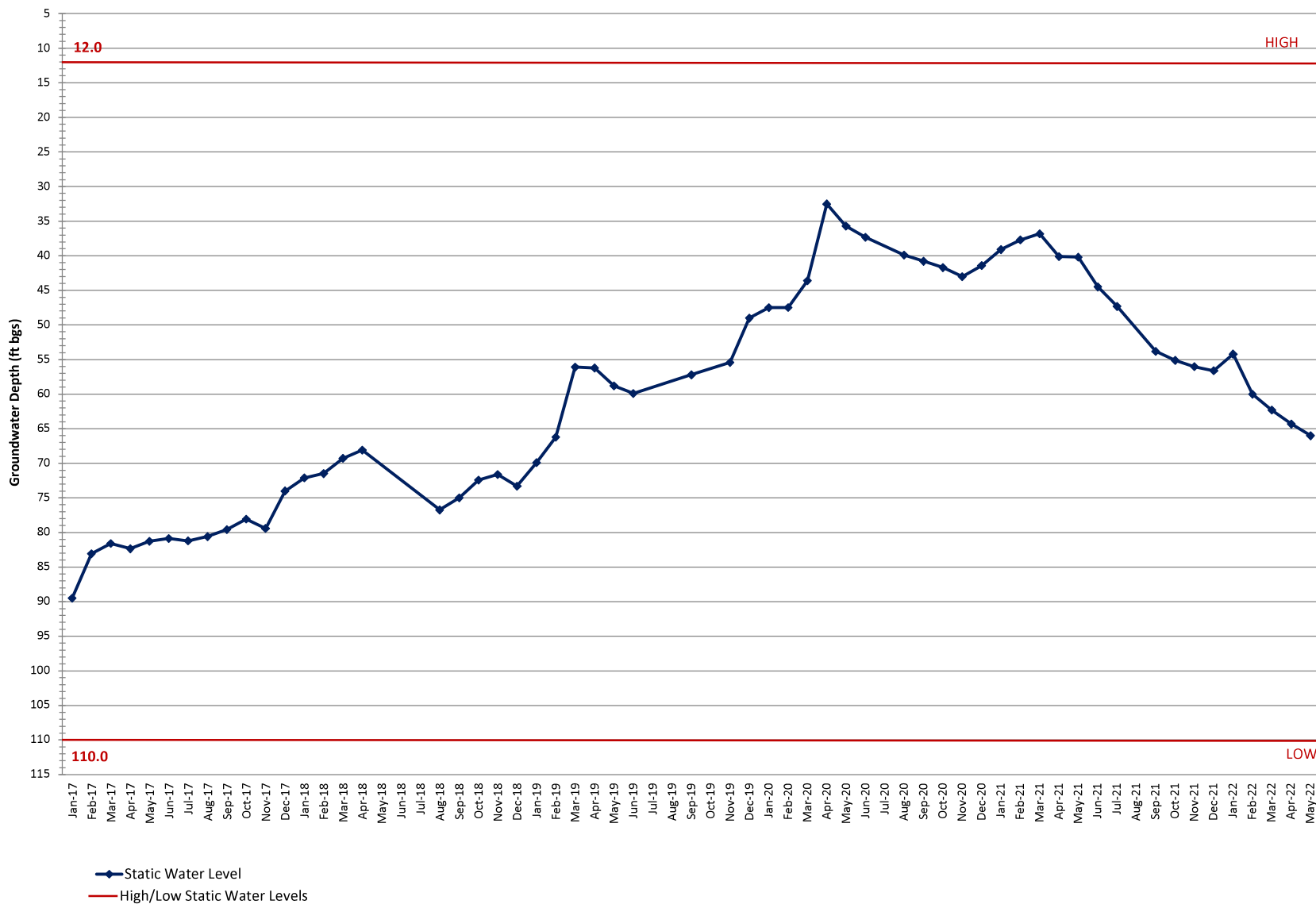
SCV WATER WELL SAND CANYON #3
 STATIC WATER LEVEL



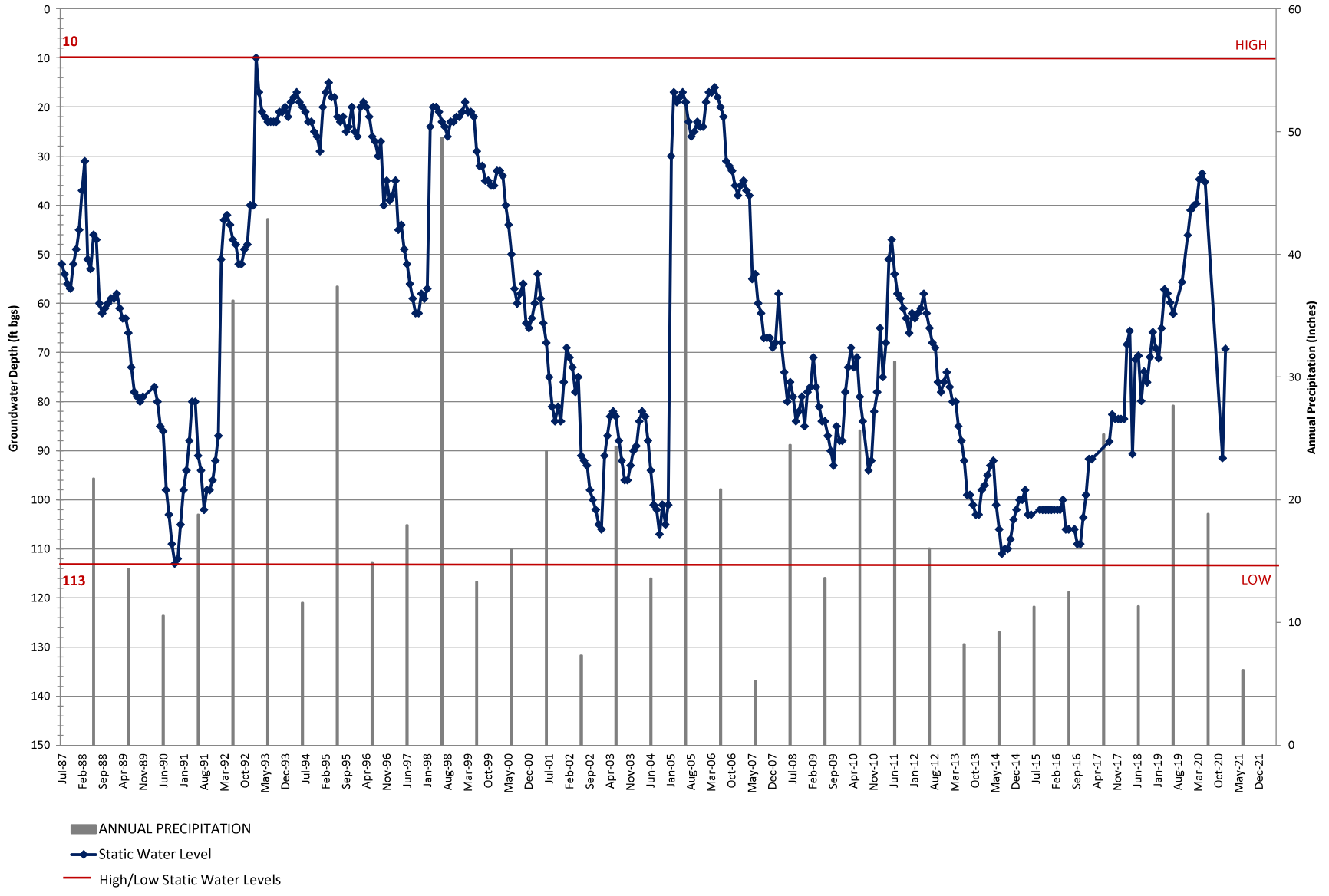
SCV WATER WELL LOST CANYON #2A
 STATIC WATER LEVEL VS PRECIPITATION



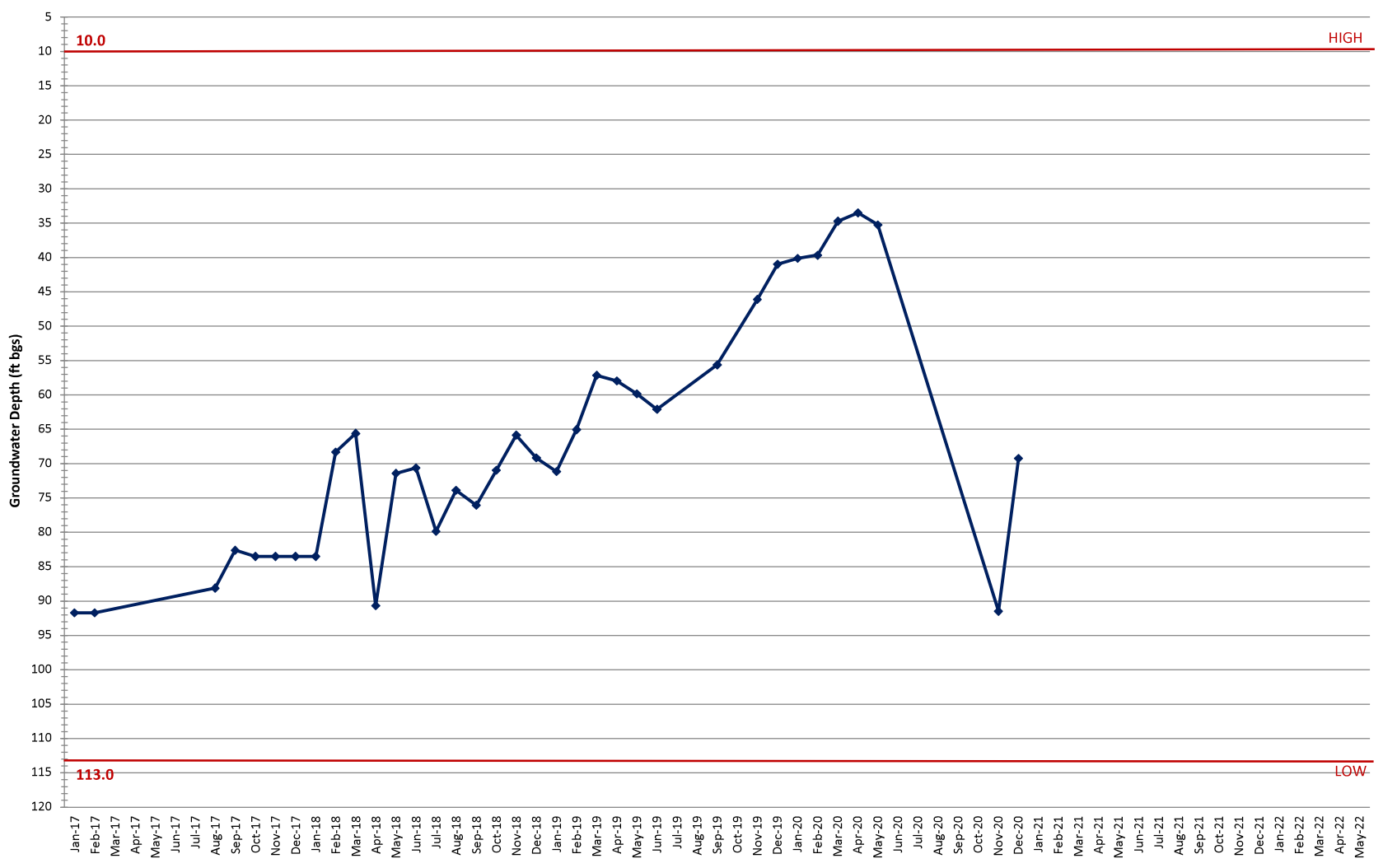
SCV WATER WELL LOST CANYON #2A
 STATIC WATER LEVEL



SCV WATER WELL LOST CANYON #2
 STATIC WATER LEVEL VS PRECIPITATION

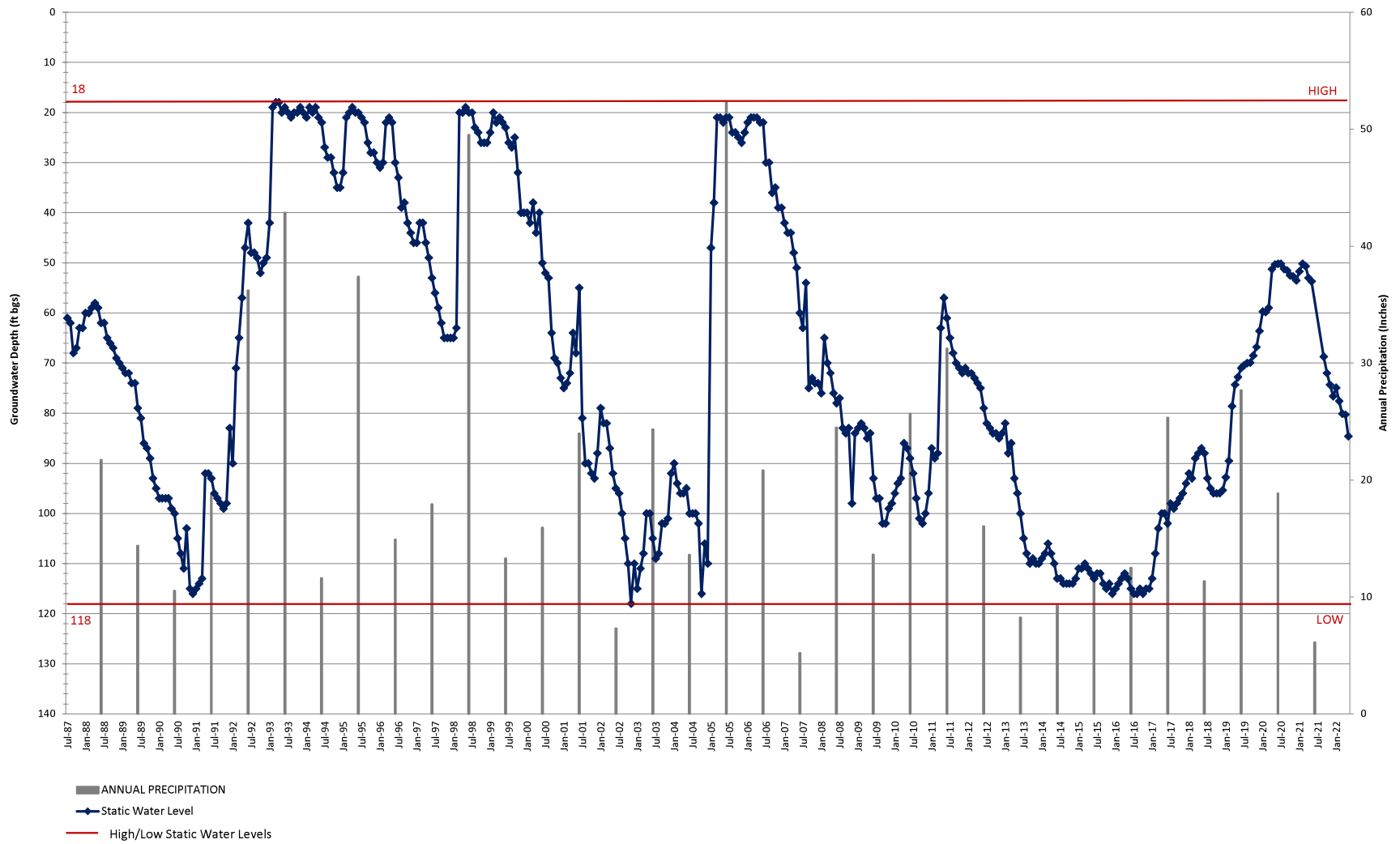


SCV WATER WELL LOST CANYON #2
 STATIC WATER LEVEL

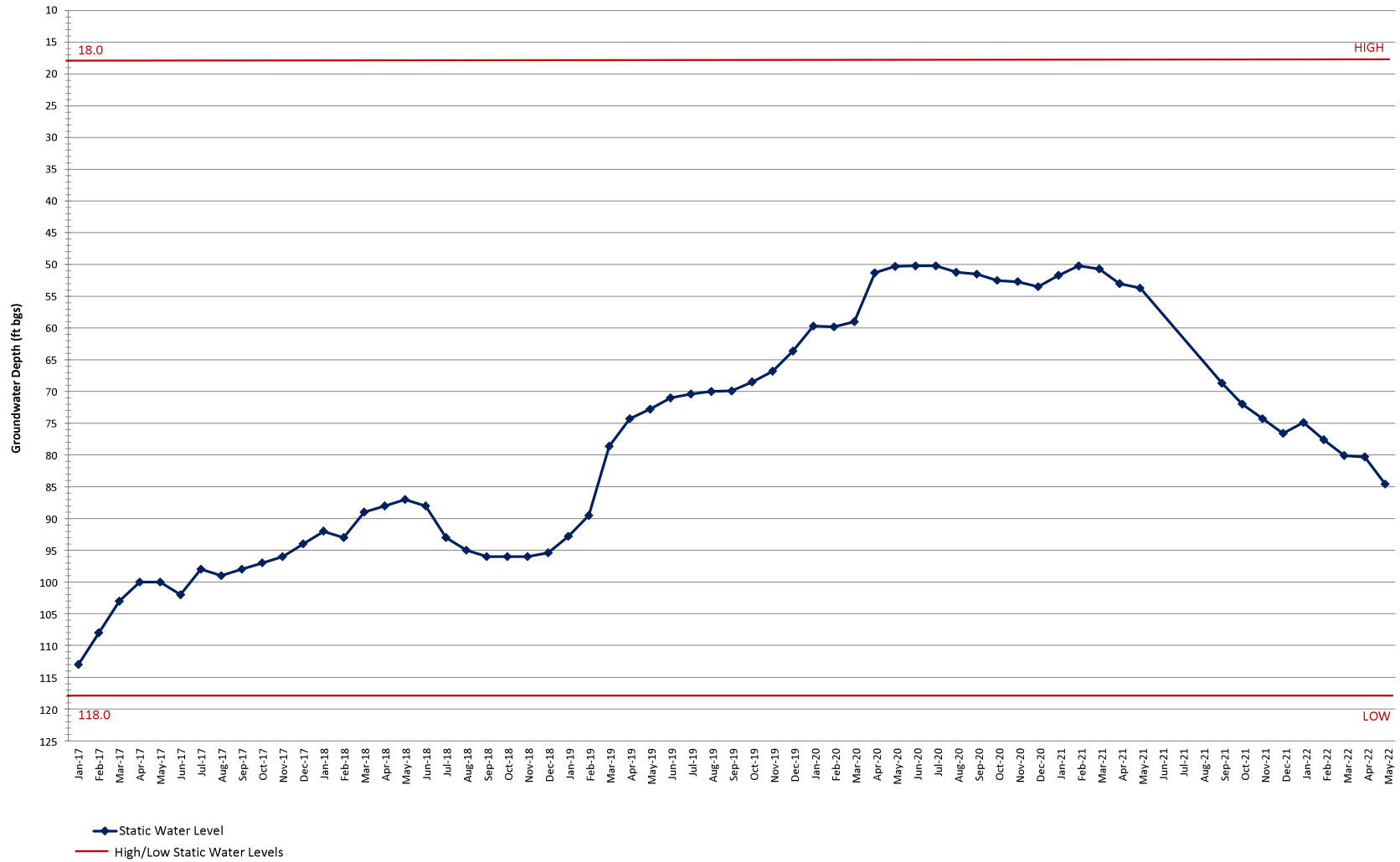


◆ Static Water Level
 — High/Low Static Water Levels

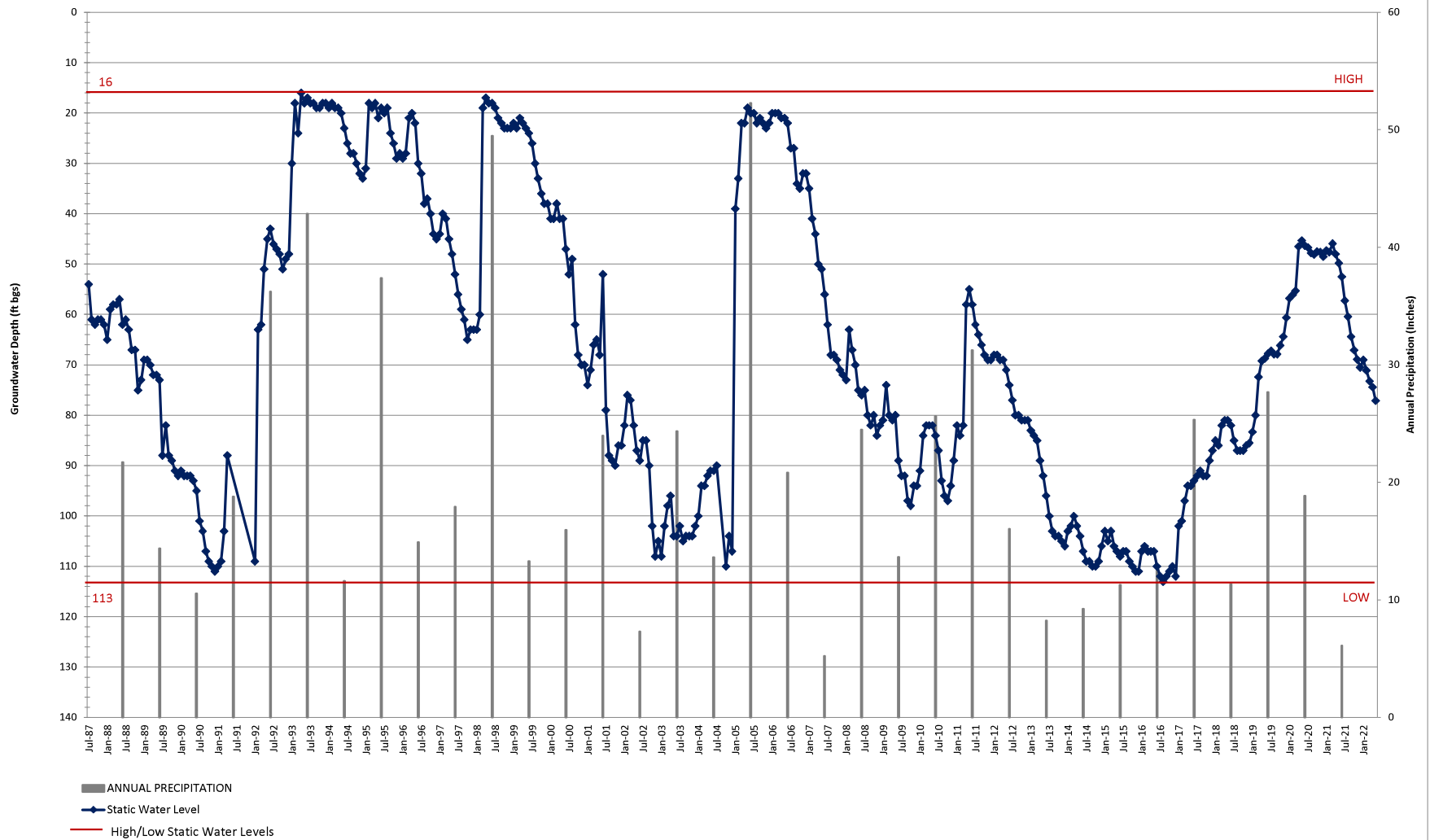
SCV WATER WELL P3
 STATIC WATER LEVEL VS PRECIPITATION



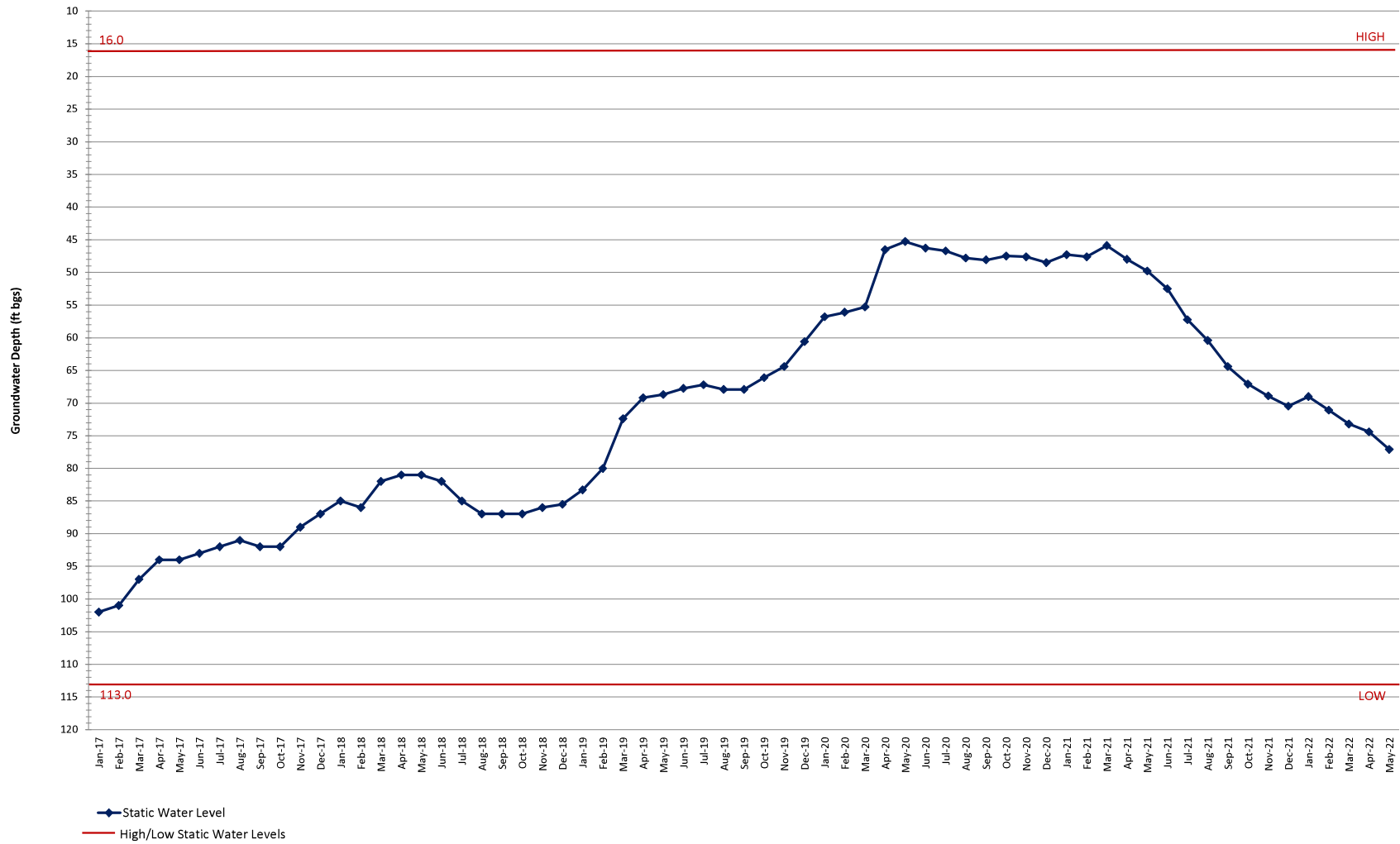
SCV WATER WELL P3
 STATIC WATER LEVEL



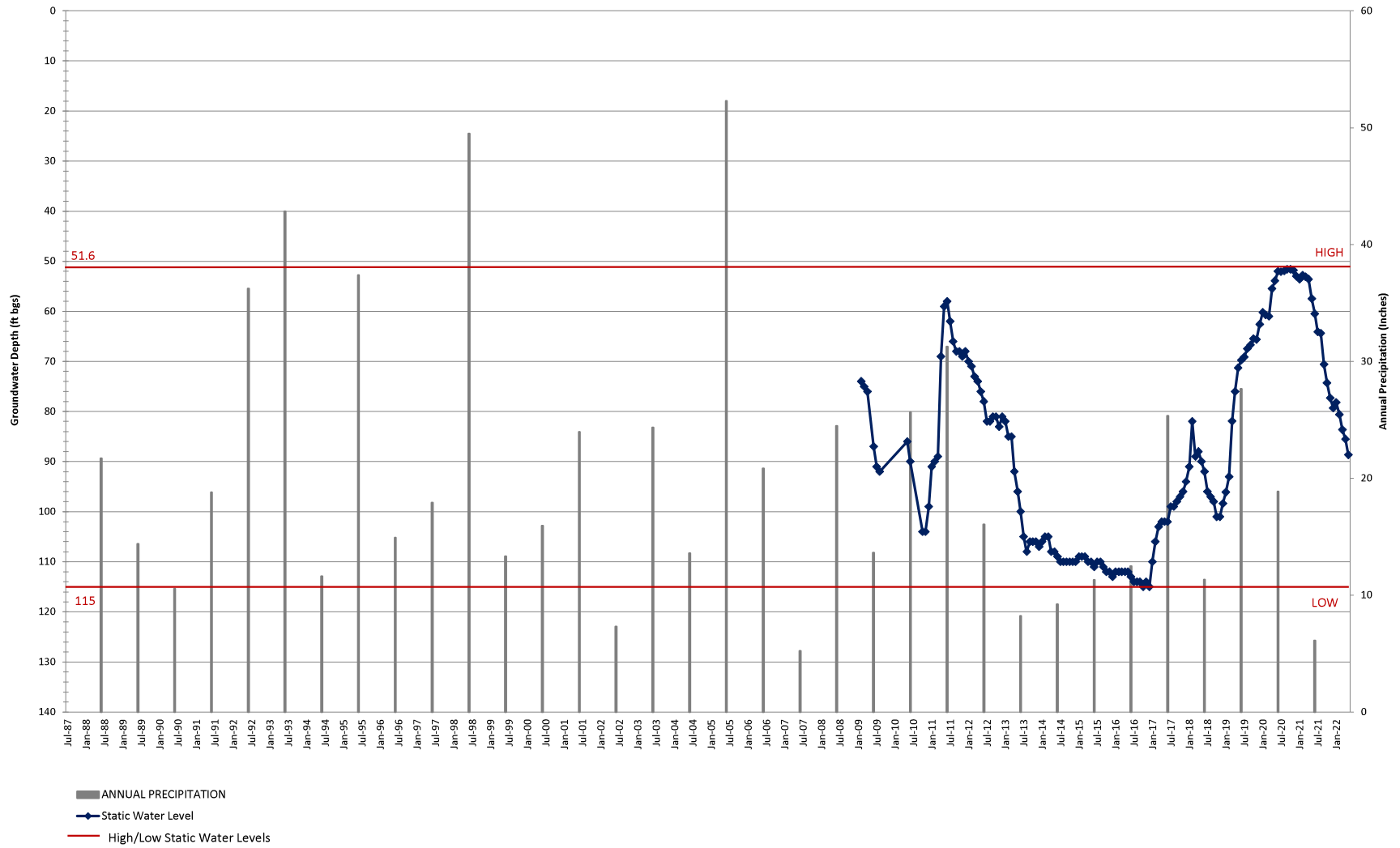
SCV WATER WELL P4
 STATIC WATER LEVEL VS PRECIPITATION



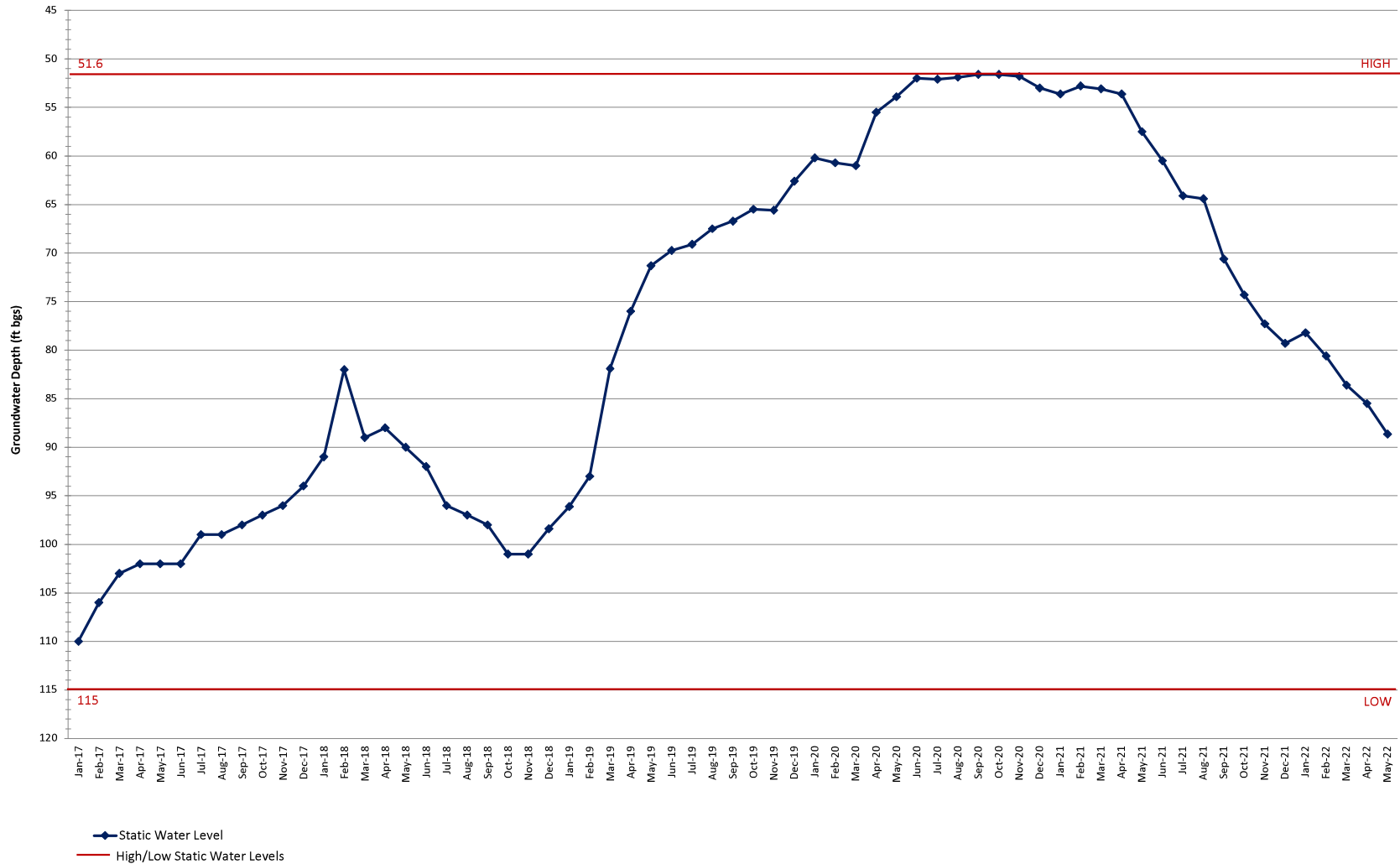
SCV WATER WELL P4
 STATIC WATER LEVEL



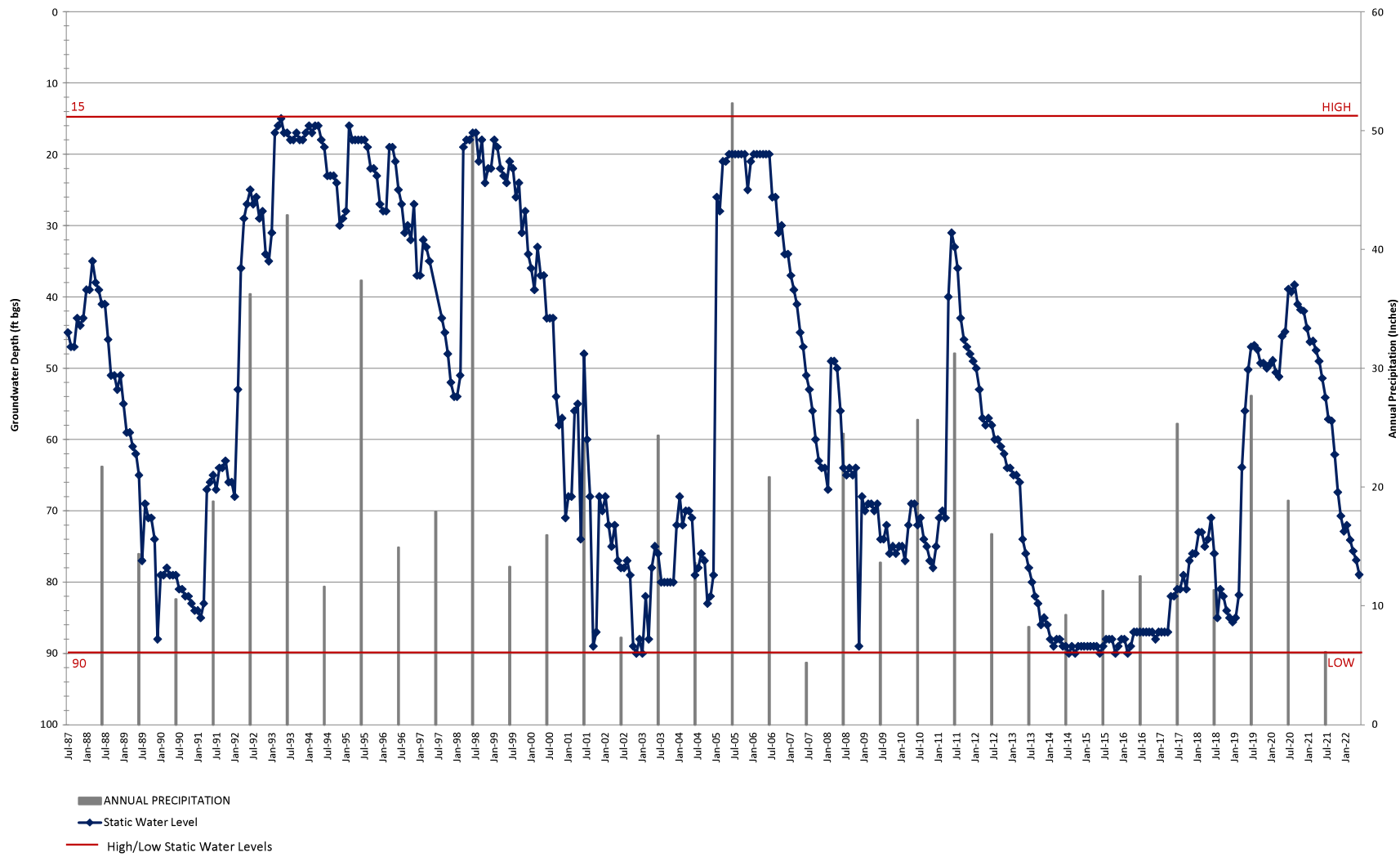
SCV WATER WELL P5
 STATIC WATER LEVEL VS PRECIPITATION



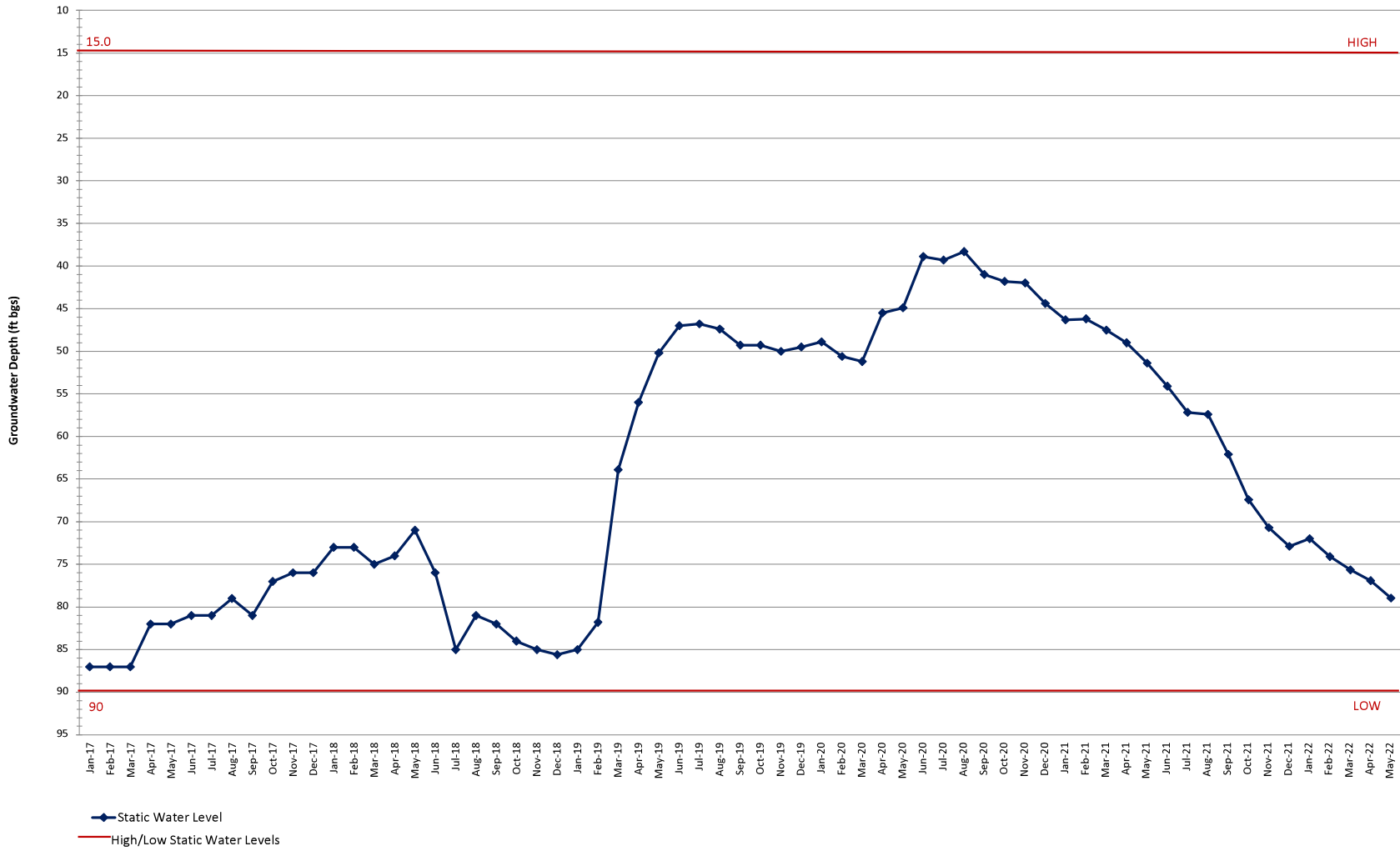
SCV WATER WELL P5
STATIC WATER LEVEL



SCV WATER WELL P1
 STATIC WATER LEVEL VS PRECIPITATION



SCV WATER WELL P1
 STATIC WATER LEVEL



**Santa Clarita Valley Water Agency
Capital Improvement Projects (CIP) Construction Status Report
As of June 15, 2022**

Project	Contractor	Original Contract Amount	Change Orders to Date	% Change Orders	Current Contract Amount	Scheduled Completion	Estimated % of Work Completed	Status
ESFP Standby Generator	NoHo Constructors	\$463,000	\$1,030.91	0.22%	\$464,030.91	June 1, 2022	100%	Notice of Completion has been recorded.
Vista Canyon (Phase 2B) Recycled Water Tanks	Pacific Tank and Construction, Inc.	\$3,906,870	\$363,316.95	9.08%	\$4,270,186.95	July 29, 2022	85%	Construction is in progress.
Commerce Center Drive Pipeline	FivePoint / Blois Construction, Inc.	\$891,139.70	\$0	0%	\$891,139.70	June 30, 2022	99%	Construction close-out is in progress.
Magic Mountain Pipeline Phase 4	FivePoint / Toro Enterprises	\$3,084,725	\$197,050.38	6.39%	\$3,281,775.38	August 31, 2022	95%	Construction is in progress.
Magic Mountain Pipeline Phase 5	FivePoint / Toro Enterprises	\$3,269,978.85	\$0	0%	\$3,269,978.85	August 31, 2022	90%	Construction is in progress.
Magic Mountain Pipeline Phase 6A	FivePoint / Toro Enterprises	\$7,168,844.85	\$0	0%	\$7,168,844.85	August 31, 2022	70%	Construction is in progress.
Magic Mountain Pipeline Phase 6B	FivePoint / Leatherwood Construction	\$4,568,687.07	\$0	0%	\$4,568,687.07	August 31, 2022	90%	Construction is in progress.
Valley Center Well PFAS Groundwater Treatment Improvements Material Purchase	Evoqua Water Technologies, LLC.	\$512,802	\$0	0%	\$512,802	August 31, 2022	90%	Material delivery complete. Start-up services on-hold, pending site construction work to be complete.
Valley Center Well PFAS Groundwater Treatment Improvements Site Construction	GSE Construction Company, Inc.	\$2,996,800	\$0	0%	\$2,996,800	August 31, 2022	76%	Construction is in progress.

Project	Contractor	Original Contract Amount	Change Orders to Date	% Change Orders	Current Contract Amount	Scheduled Completion	Estimated % of Work Completed	Status
Vista Canyon Recycled Water Main Extension (Phase 2B)	Ferreira Construction Co, Inc.	\$2,752,982	(\$168,872)	(6.1%)	\$2,584,110	September 30, 2022	85%	Pipeline Construction on bridge is temporarily suspended due to owl's nest in utility opening. Based on field survey (May 2) by biologist, the nest is now inactive. Based on a call with California Fish and Wildlife, staff will submit notification letter with plan to temporarily remove the nest, install the pipeline and replace the nest in kind.
Santa Clara & Honby Wells PFAS Groundwater Treatment Improvements Material Purchase	Aqueous Vets	\$814,050	\$0	0%	\$814,050	November 3, 2022	25%	Material submittals are in progress.
Saugus #3 & #4 Wells Construction (Replacement Wells)	Zim Industries, Inc.	\$12,751,494	\$0	0%	\$12,751,494	June 2, 2023	1%	Well drilling permit is being obtained.
ESFP Washwater Return Improvements	Pacific Hydrotech Corporation	\$17,526,700	\$0	0%	\$17,526,700	November 30, 2023	1%	Material submittals are in progress.
Pitchess Pipeline Modifications	Los Angeles County Metropolitan Transportation Authority	\$159,000	\$0	0%	\$159,000	May 2024	0%	Pipeline modifications scheduled to start around February 2024

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

	Item	PowerPoint Presentation (Y/N/Length)	July 7 Comm	July 19 Board	Aug 2 Board	Aug 4 Comm	Aug 16 Board	Sept 1 Comm	Sept 6 Board	Sept 20 Board	Oct 4 Board	Oct 6 Comm	Oct 18 Board	Nov 1 Board	Nov 3 Comm	Nov 15 Board	Dec 6 Board	Dec 8 Comm	Dec 20 Board	Jan 3 Board	Jan 5 Comm	Jan 17 Board	Feb 2 Comm	Feb 7 Board	Feb 21 Board	March 2 Comm	March 7 Board	March 21 Board	April 4 Board	April 6 Comm	April 18 Board	May 2 Board	May 4 Comm	May 16 Board	Jun 1 Comm	June 6 Board	June 20 Board	July 4 Board										
1	Monthly Committee Planning Calendar	None	P			P		P				P						P			P				P																							
2	CIP Construction Status Report	None	P			P		P				P						P			P				P																							
3	Monthly Operations and Production Report	None	P			P		P				P						P			P				P																							
4	Third Party Funded Agreements Quarterly Report	None				P															P																											
5	Quarterly Safety Program Presentation	Yes 15 min				P																	P																									
7	General Report of Easements Report	Yes 10 min						P																																								
6	Annual Safety Program Update (FY 21-22)	Yes 15 min							P																	P																						
8	Review Proposed FY 2023/24 Major Capital Projects	Yes 15 min																																														
9	Recommend Approval of (1) a Resolution for Construction Contract with Pacific Hydrotech Corporation and (2) a Purchase Order to Hazen and Sawyer for Engineering Services During Construction and (3) a Purchase Order to MWH Constructors for Construction Management and Inspection Services for the Santa Clara and Honby Wells PFAS Groundwater Treatment Project	Yes 10 min	P	P																																												
10	Recommend Approval of Authorizing SCV Water to Execute a Quitclaim Deed – Partial Release of Easement to Wal-Mart Real Estate Business Trust	Yes 10 min	P	P																																												
11	Recommend Authorization for the General Manager to Execute a Purchase Order Amendment to Kennedy Jenks for Additional Engineering Services During Construction and a Purchase Order Amendment to MNS Engineers for Additional Construction Management and Inspection Services for the Valley Center Well PFAS Groundwater Treatment Project	Yes 10 min	P	P																																												
12	Recommend Approval to Authorize General Manager to Enter into Agreement with TerraVerde Energy for Long-Term Operation/Preventative Maintenance of the Agency's Photovoltaic Assets	Yes 10 min	P	P																																												
13	Central Park Lease Informational Presentation	Yes 10 min	P		P																																											
14	Recommend Approval of a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Inspection Planning Services for the Castaic Conduit Pipeline Reaches 3 & 4 Project	Yes 10 min	P		P																																											
15	Recommend Approval of a Resolution Authorizing a Purchase Order to Hazen & Sawyer for Planning Services for the Master Plan Project	Yes 10 min	P		P																																											
16	Recommend Approval of a Resolution Adopting Initial Study-Mitigated Negative Declaration Under the California Environmental Quality Act and a Resolution Authorizing a Purchase Order to Kennedy/Jenks Consultants for Final Design Services for the Well 205 Groundwater Treatment Project	Yes 10 min	P		P																																											
17	Surplus Land Act Informational Presentation	Yes 10 min			P																																											
18	Cell Sites Program Presentation	Yes 10 min				P																																										
19	Stambaugh - Pinetree 3	Yes 10 min				P			P																																							
20	Recommend Approval to Fund Contractor Change Orders in Excess of Approved 10% Contingency, for the Phase 2B Recycled Water Tanks	Yes 10 min				P			P																																							
21	Approve a Purchase Order to Civiltec, Inc. for Change Order No. 1 for Final Design Services for New Deane Zone Tank at Sand Canyon Plaza – Design Prestressed Concrete Tank Instead of Welded Steel Tank	Yes 10 min				P			P																																							
22	Recommend Approval of Construction of Castaic Well 1 Drain Line	Yes 10 min						P			P																																					

C = Completed Item
P = Planned Item

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

	Item	PowerPoint Presentation (Y/N/Length)	July 7 Comm	July 19 Board	Aug 2 Board	Aug 4 Comm	Aug 16 Board	Sept 1 Comm	Sept 6 Board	Sept 20 Board	Oct 4 Board	Oct 6 Comm	Oct 18 Board	Nov 1 Board	Nov 3 Comm	Nov 15 Board	Dec 6 Board	Dec 8 Comm	Dec 20 Board	Jan 3 Board	Jan 5 Comm	Jan 17 Board	Feb 2 Comm	Feb 7 Board	Feb 21 Board	March 2 Comm	March 7 Board	March 21 Board	April 4 Board	April 6 Comm	April 18 Board	May 2 Board	May 4 Comm	May 16 Board	Jun 1 Comm	June 6 Board	June 20 Board	July 4 Board							
23	Recommend Approval of Resolution Authorizing SCV Water to Execute Water Service Agreements with the Los Angeles Residential Community and Lily of the Valley Mobile Village	Yes 10 min						P			P																																		
24	Recommend Approval of Construction of a New Deane Zone 2.1 MG Tank at Skyline Ranch and Cost Sharing Agreement with Developer	Yes 10 min						P			P																																		
25	Recommend Approval of Construction of a New Deane Zone Pump Station at Skyline Ranch and Cost Sharing Agreement with Developer	Yes 10 min						P			P																																		
26	Recommend Approval of a Resolution Authorizing a Purchase Order for Planning & Preliminary Design Services for Catala Pump Station	Yes 10 min						P			P																																		
27	Recommend Approval of a Resolution Authorizing a Purchase Order for Planning & Preliminary Design Services for Catala Pipelines	Yes 10 min						P			P																																		
28	Woodside Quitclaim	Yes 10 min										P		P																															
29	COC Quitclaim	Yes 10 min										P		P																															
30	Recommend Approval of Construction of New Sand Canyon Plaza (Deane Zone) Pump Station and Cost Sharing Agreement with Developer	Yes 10 min										P		P																															
31	Recommend Approval of Resolution Awarding Construction Contract for Pipeline to Los Angeles Residential Community	Yes 10 min										P		P																															
32	Recommend Approval of Resolution Awarding Construction Contract and Purchase Order for Construction Management and Inspection Services for Newhall Tanks 1 and 1A Stair Retrofit	Yes 10 min										P		P																															
33	Recommend Authorization for the General Manager to Execute a Purchase Order Amendment for Additional Design Services for Saugus Wells 3 & 4 Project	Yes 10 min										P		P																															
34	Recommend Approval of Resolution Adopting an Addendum to the EIR and Awarding a Purchase Order for Final Design Services for Backcountry Pump Station	Yes 10 min													P		P																												
35	Recommend Approval of Resolution Adopting an Addendum to the EIR and Awarding a Purchase Order for Final Design Services for Backcountry Reservoir	Yes 10 min													P		P																												
36	Recommend Approval of Resolution Awarding Construction Contract and Purchase Orders for Construction Management and Inspection Services and Engineering Services During Construction for Recycled Water Fill Station	Yes 10 min														P		P																											
37	Recommend Approval of Resolution Awarding Construction Contract and Purchase Orders for Construction Management and Inspection Services and Engineering Services During Construction for Valencia Market Place Pipeline Improvements	Yes 10 min															P		P																										
38	Recommend Approval of Resolution Awarding Construction Contract and Purchase Order for Construction Management and Inspection Services for Dickason Drive 14" PVC Replacement	Yes 10 min															P		P																										
39	Recommend Approval of Resolution Awarding Construction Contract and Purchase Orders for Construction Management and Inspection Services and Engineering Services During Construction for the Well 201 Groundwater Treatment Project	Yes 10 min															P		P																										

C = Completed Item
P = Planned Item

[This page intentionally left blank.]