## **RESOLUTION NO. SCV-398**

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING SANTA CLARITA VALLEY WATER AGENCY TO
EXECUTE A NON-EXCLUSIVE ACCESS LICENSE AGREEMENT WITH LOS
ANGELES SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS AND
FINDING THAT THE CONTRACT IS EXEMPT FROM CEQA PURSUANT TO CEQA
GUIDELINES SECTION 5061(b)(3)

WHEREAS, Santa Clarita Valley Water Agency ("Agency") owns property located off of Whites Canyon Road (Assessor's Parcel Numbers 2812-009-903, 2812-009-904, and 2812-009-902), known as the Agency's Whites Canyon Tank Site, formerly known as Sky Blue Tank Site as depicted in Exhibit 1; and

WHEREAS, Agency's abutting property owner at the Sky Blue Tank Site, the George L. Rhone and Joan E. Rhone Family Trust dated June 15, 1984 (collectively, "Rhone Family Trust") and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless ("Verizon") entered into an Option and Land Lease Agreement to allow the Verizon to construct and operate a wireless communication facility on the Rhone Family Trust's property located in the City of Santa Clarita, County of Los Angeles—assigned Assessor's Parcel Numbers 2812-009-120 and 2801-013-038 ("Rhone Family Trust Property"); and

**WHEREAS**, Agency maintains an access road connecting the Whites Canyon Tank Site, formerly known as Sky Blue Tank Site to Whites Canyon Road ("Access Road"); and

**WHEREAS**, Verizon has requested to use the Access Road for pedestrian and vehicular ingress and egress access purposes, and the Agency is willing to grant such an access license to Verizon; and

WHEREAS, Agency staff and Verizon have subsequently negotiated a Non-Exclusive Revocable Access License Agreement ("License Agreement") with the necessary rights of ingress and egress over the Access Road for pedestrian and vehicular access for the purpose of installing, operating, removing, and maintaining the Verizon's wireless facility located on the abutting Rhone Family Trust Property; and

**WHEREAS**, the Engineering and Operations Committee has reviewed the proposed License Agreement, held a public meeting and recommended the License Agreement's approval; and

WHEREAS, the Engineering and Operations Committee has found that the License Agreement is exempt from environmental review under the California Environmental Quality (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), the "common sense exemption," which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and the License Agreement does not have the potential for causing a significant effect on the environment; and

WHEREAS, Agency, a public agency of the State of California duly organized, validly existing under and pursuant to the Constitution and the laws 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 Revocable Non-Exclusive Access License Agreement and carry out and consummate all transactions contemplated therein.

**NOW, THEREFORE, BE IT RESOLVED,** the Santa Clarita Valley Water Agency's Board of Directors does hereby find and determine as follows:

- 1. The recitals set forth above are true and correct and are made findings of the Santa Clarita Valley Water Agency's Board of Directors, and by this reference made an operative part of this Resolution.
- 2. The License Agreement in substantially the form on file with the Clerk of the Board and attached hereto as Exhibit 2 is hereby authorized and approved.
- 3. The Agency's General Manager (the "Authorized Representative") or designee is hereby authorized and directed to execute and deliver the License Agreement with such changes, insertions and omissions as may be recommended by general counsel to Agency and approved by the Authorized Representative executing the same, said execution being conclusive evidence of such approval.
- 4. The Authorized Representative or designee and any other proper officer of the Agency is hereby authorized to represent the Agency in carrying out the Agency's responsibilities under the License Agreement, including but not limited to execution and delivery of any and all documents and instruments and completion or causing completion of any and all acts and things necessary or proper for carrying out the transactions contemplated by the License Agreement and this Resolution or other required documentation.
- 5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the License Agreement unless the context otherwise clearly requires.
- 6. This Resolution shall take effect immediately upon its passage and adoption.

**LOCATION AND CUSTODIAN OF RECORDS**. The documents associated that constitute the record of proceedings on which these findings are based can be requested from the Custodian of Record located at Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. The Custodian of Record is the Board Secretary April Jacobs.

## CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Agency Board of Directors held on January 16, 2024.

President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular scheduled meeting of the Board of Directors of said Agency held on January 16, 2024 the foregoing Resolution No. SCV-398 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: January 16, 2024

Secretary Secretary



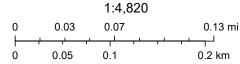
## Exhibit 1 Agency Owned Property Map



## **EXHIBIT 1 – AGENCY OWNED PROPERTY MAP**







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

## Exhibit 2 <u>License Agreement</u>



## **EXHIBIT 2**

## REVOCABLE NON-EXCLUSIVE ACCESS LICENSE AGREEMENT

This Revocable Non-Exclusive Access License Agreement ("License"), dated \_\_\_\_\_\_\_\_\_, 2023 ("Effective Date"), is made by and between the Santa Clarita Valley Water Agency ("SCVWA"), and Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee").

## RECITALS

A. SCVWA owns certain real property generally located off of Whites Canyon Road, Santa Clarita California, and assigned Assessor's Parcel Numbers 2812-009-903, 2812-009-904, and 2812-009-902, as depicted in **Exhibit A** attached hereto ("SCVWA Property") and holds an easement from Joan E. Rhone, Eric Dutton, Teresa Zundel, and Joan E. Rhone as Trustees of the George L. Rhone and Joan E. Rhone Family Trust dated June 15, 1984 (collectively, "Easement Grantor") over certain real property located in the City of Santa Clarita, County of Los Angeles, assigned Assessor's Parcel Numbers 2812-009-120 and 2801-013-038 ("Easement Grantor Property"), recorded in the Official Records of Los Angeles County as Document No. 97-1366021 ("Existing Easement Area").

- B. Licensee and Easement Grantor are parties to that certain Option and Land Lease Agreement dated October 15, 2012, ("2012 Ground Lease") pursuant to which Licensee leases a portion of the Easement Grantor Property to construct and operate a wireless communication facility (the "Wireless Facility"). In connection with the Option and Land Lease Agreement, Easement Grantor has granted to Licensee a non-exclusive access right-of-way and a non-exclusive utilities right-of-way that in part extends over, under and along SCVWA's Existing Easement Area. Said non-exclusive access right-of-way does not provide direct vehicular access to the Wireless Facility.
- C. Santa Clarita Water Company, predecessor-in-interest to SCVWA, Easement Grantor and Licensee are parties to that certain Easement Holder Acknowledgement Regarding Verizon Wireless Facilities Within Existing Easement, dated October 15, 2012 ("Acknowledgement Agreement"), whereby, *inter alia*, SCVWA acknowledged Licensee's use of the Existing Easement Area, and Licensee understood and agreed that SCVWA has the superior and prior right of enjoyment of the Existing Easement Area, and Licensee's use of the Existing Easement Area shall not materially interfere with SCVWA's use, improvements, fixtures, or equipment situated within the Existing Easement Area. Further, the Acknowledgement Agreement requires Licensee to repair any damage to SCVWA's property and any improvements located thereon or within the Existing Easement Area.
- D. On March 30, 2017, Easement Grantor and ATC Sequoia LLC, a Delaware limited liability company ("ATC") entered into an Easement and Assignment Agreement whereby Easement Grantor assigned its interests as Landlord in the Option and Lease Agreement to ATC

and granted a perpetual easement for communications purposes over the existing Licensee leased premises on Easement Grantor's real property. Contemporaneously, Licensee, ATC and Easement Grantor entered into a First Amendment to the Option and Land Lease Agreement.

- E. SCVWA has improved a portion of the SCWVA Property with an access road extending from the Existing Easement Area to SCVWA's water tank facilities located on a portion of the SCVWA Property upon Assessor's Parcel Numbers 2812-009-904 and 2812-009-902, as described and depicted in **Exhibit B** attached hereto ("SCVWA Access Road").
- F. Recently, Licensee has requested to use the SCVWA Access Road for pedestrian and vehicular ingress and egress access purposes from the terminus of the Existing Easement Area to the Easement Grantor Property.
- G. SCVWA is willing to grant such an access license to Licensee, and Licensee is willing to accept such an access license from SCVWA on the terms and conditions hereinafter set forth.

## **LICENSE**

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. GRANT OF LICENSE: SCVWA grants to Licensee, subject to the conditions and covenants of this License, a non-exclusive revocable license with the necessary rights of ingress and egress over the SCVWA Access Road for pedestrian and vehicular access for the purpose of installing, operating, removing, and maintaining the Wireless Facility and any equipment, utilities, conduits, and appurtenances necessary for the continued operation of the Wireless Facility.
- 2. NON-EXCLUSIVENESS OF LICENSE: This License is non-exclusive. SCVWA shall continue to control the SCVWA Property, including, without limitation, the right to issue additional permits and licenses. Licensee acknowledges that the primary purpose of the SCVWA Access Road and SCVWA Property is to serve as a valuable asset to SCVWA's ratepayers and SCVWA itself, and Licensee' use of the Access Road and SCVWA Property as permitted hereunder shall be subject to SCVWA's paramount rights ("Paramount Rights") to use the Access Road and SCVWA Property for any and all current and future uses necessary for SCVWA's needs. If SCVWA determines that Licensee is physically interfering with such use, SCVWA shall notify Licensee and Licensee shall cease such physical interference within twenty-four (24) hours thereafter. In case of an emergency, SCVWA may take steps to eliminate such physical interference without prior notice to Licensee and the Licensee shall be liable to SCVWA for the reimbursement of any and all costs reasonably incurred by SCVWA to eliminate such physical interference. This License does not constitute a lease, but constitutes a mere revocable nonexclusive license, limited to the use expressly and specifically described herein. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

3. SCVWA ACCESS ROAD RESTRICTIONS: Licensee shall have the right of non-exclusive ingress and egress across and along the SCVWA Access Road, seven (7) days a week, twenty-four (24) hours a day, via foot or motor vehicle (but not including vehicles with more than two (2) axles/more than twenty (20) feet in length, and 26,000 lbs. of gross vehicle weight) via the SCVWA Access Road, in order to access the Wireless Facility, subject to the limitations set forth below. Prior to accessing the SCVWA Access Road, Licensee shall provide written notice to SCVWA at least forty-eight (48) hours in advance, except in the event of a bona fide emergency affecting the health, safety, and welfare of the SCWA Property's occupants or the operational integrity of the Wireless Facility, in which case Licensee shall provide notice to SCVWA as soon as reasonably possible after such emergency access. Except in the event of a bona fide emergency as described above, all access requests must be submitted to SCVWA during SCVWA's normal business hours, Monday through Friday from 9 a.m. to 5 p.m., PT to commence the forty-eight (48) hours advance notice period. Access requests submitted outside of normal business hours and on weekends and national holidays, shall not be deemed submitted until 9 a.m. PST the next business day, at which time the forty-eight (48) hour advance notice period shall commence. In the event access to the SCVWA Access Road is restricted and/or locked by SCVWA personnel, Licensee shall be required to obtain any and all necessary access credentials or keys from the SCVWA Chief Engineer, or designee, on a temporary basis, not to exceed Licensee's reasonable access requirements. In such event, Licensee or their designee shall provide proper identification prior to checking out any access credentials or keys. Licensee is prohibited from attaching or affixing any Licensee owned or controlled locking mechanisms upon SCVWA access gates or access control devices in use at the SCVWA Property. All access to the SCVWA Access Road by Licensee shall be subject in each instance to all permits, ordinances, as well as any applicable local, state, and federal laws ("Laws") in addition to this License.

## 4. TERM OF LICENSE:

a. The parties intend the term of this License to be co-terminus with the 2012 Ground Lease. So long as the 2012 Ground Lease is in effect, and provided Licensee is not in default under this License (after notice and the expiration of applicable cure periods), the term of this License shall be automatically extended to mirror the life of the 2012 Ground Lease. Licensee shall provide written notice to SCVWA at least sixty (60) calendar days prior to the termination or expiration of 2012 Ground Lease, or any extension thereof; provided however, that if Licensee and Easement Grantor replace the 2012 Ground Lease with another lease agreement, this Licensee shall continue in full force and effect, provided Licensee provides SCVWA with a copy of any replacement lease or any extension of the 2012 Ground Lease evidencing Licensee's continued occupancy right upon the Easement Grantor's Property. This Licensee shall be deemed to have been abandoned by Licensee if the Wireless Facility ceases operation and is removed from the Easement Grantor Property for a period three consecutive months (for reasons other than due to casualty, as adequately demonstrated by documentation provided by Licensee), at which time SCVWA shall provide notice to Licensee of such abandonment and this License shall be terminated automatically upon Licensee's receipt of such notice.

- b. Notwithstanding the foregoing, any party may terminate this License at any time for any reason by giving the other party three (3) months prior written notice of its intention to terminate this License. In the event this License is terminated by Licensee, any License Fees paid to date shall become nonrefundable, and SCVWA shall not be obligated to return or refund any portion of the License Fee for any unused months on a proportionate basis, and Licensee shall not be entitled to reimbursement or payment by SCVWA of any further expenses or costs it may incur by reason of its election to terminate this License hereunder.
- 5. LICENSE FEE: Within sixty (60) days after the Effective Date, and annually hereafter, Licensee shall pay SCVWA Five Thousand Dollars (\$5,000) per year ("License Fee"), at the address set forth below. In any partial year occurring after the Effective Date, the License Fee will be appropriately prorated. Each year on the anniversary of the Effective Date, the License Fee shall increase annually by an amount equal to three percent (3%) over the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable without offset or deduction by check sent to SCVWA's address specified below or to any other person or firm as SCVWA may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee due date. If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of ten percent (10%) per month or the maximum allowable by law, whichever is less, until the License Fee any all accumulated interest is paid in full. This right to collect interest is in addition to all rights of SCVWA to terminate this License for non-payment pursuant to Section 4 of this License.
- 6. SUCCESSORS AND ASSIGNS: The License granted herein is personal to Licensee and no right hereunder may be assigned or sublet, in whole or in part, and except for Licensee' invitees for business purposes. Further, Licensee shall not permit any other person, firm, or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this License without first obtaining the advance written consent of SCVWA. SCVWA may withhold its consent to a transfer of this License in its sole and absolute discretion. As a condition to any transfer of this License approved by SCVWA, the successor in interest shall be required to execute a Revocable Non-Exclusive License Agreement with SCVWA and provide the insurance coverage required herein.
- 7. MAINTENANCE AND REPAIR: SCVWA assumes no responsibility for maintaining, repairing and inspecting the SCVWA Access Road. Licensee shall use the SCVWA Access Road as-is with no warranty. Licensee shall, at its sole cost and expense, repair any damage it may cause to the SCVWA Property and SCVWA Access Road, and shall be liable to SCVWA for any such damage. Upon SCVWA's written request, Licensee shall repair any such damage at its sole expense within thirty (30) days of receipt of such notice. If the Licensee fails to comply with this Section, SCVWA may complete or cause to be completed the work, and Licensee shall reimburse the SCVWA for such invoiced costs within thirty (30) days of receipt. SCVWA shall have the right under this Section 7 to require Licensee to make repairs or perform maintenance of the SCVWA Access Road if such maintenance or repair is due to Licensee's or Licensee's contractors, subcontractors or agents' acts or omissions.

- 8. INDEMNITY: To the furthest extent permitted by law, Licensee shall indemnify and hold harmless and defend SCVWA, its directors, officers, employees, and authorized volunteers, and each of them from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), of every kind or nature arising out of or in connection with Licensee's use of the SCVWA Access Road or its failure to comply with any of its obligations contained in this License, except such loss or damage which was caused by the sole negligence or willful misconduct of SCVWA, or its directors, officers, employees, or authorized volunteers (collectively, the "Indemnity Obligation"). The Indemnity Obligation includes, by way of illustration and not by limitation, all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), of every kind or nature arising out of or in connection with (i) Licensee's use of SCVWA Access Road and SCVWA Property, or use by Licensee's contractors, personnel, and agents; (ii) Licensee's failure to properly repair the SCVWA Access Road and SCVWA Property as required hereunder; or (iii) any breach or violation by Licensee or its contractors, personnel and agents hereunder. Licensee' indemnity obligations set forth in this Section 8 shall survive termination or expiration of this License.
- 9. INSURANCE: Licensee, and all of Licensee's invitees accessing SCVWA Access Road shall obtain and maintain in full force and effect during the term of this License, the insurance requirements in **Exhibit C** to this License.
- 10. CONDITION OF EFFECTIVENESS: As a condition precedent to the effectiveness of this License, Licensee shall have provided adequate documentation to SCVWA demonstrating compliance with Section 9.

## 11. ENVIRONMENTAL:

a. For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seg.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance,

product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

- b. Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the SCVWA Access Road or SCVWA Property in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this Section 11. No underground or above ground storage tanks shall be installed on the SCVWA Access Road.
- c. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to SCVWA in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance brought onto the SCVWA Property by Licensee or Licensee's contractors, personnel or agents has come or will come to be located on, under, about or within the SCVWA Access Road. The failure to disclose in a timely manner the release of a Hazardous Substance by Licensee, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for immediate termination of this License by SCVWA in addition to actual damages and other remedies provided by law. Licensee shall be responsible for immediately cleaning up and completely removing all Hazardous Substances placed by Licensee on, under, about or within the SCVWA Access Road or the SCVWA Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.
- d. In the event Hazardous Substances are discovered by Licensee, Licensee shall disclose to SCVWA the specific information regarding Licensee' discovery of any Hazardous Substances placed on, under, about or within the SCVWA Access Road or the SCVWA Property by Licensee and provide written documentation of its safe and legal disposal.
- e. Breach of any of these covenants, terms, and conditions, and Licensee's failure to cure within thirty (30) days after Licensee's receipt of written notice from SCVWA, shall give SCVWA the authority to immediately terminate this License. In such case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee or its invitees, on, under, about or within the SCVWA Access Road or the SCVWA Property. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the SCVWA Access Road or the Property by Licensee during Licensee's period of use of the SCVWA Access Road. Notwithstanding the foregoing, Licensee shall not be responsible for any Hazardous Substances that existed at the SCVWA Property prior to the Effective Date or that otherwise do not result from the activities of Licensee thereon; provided that Licensee shall be responsible to the extent Licensee's actions have exacerbated any pre-existing condition of which Licensee is aware or should reasonably have been aware.

- 12. SEVERABILITY: Each provision of this License is intended to be severable. If any term or provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this License and shall not affect the validity of the remainder of this License.
- 13. COMPLIANCE WITH APPLICABLE LAWS: Licensee shall comply with all applicable local, state and federal laws that apply to the SCVWA Access Road and the SCVWA Property.
- 14. INTEGRATION: This License constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this License. Any modification of or addition to this License must be in writing signed by both parties.
- 15. INDEPENDENT CAPACITY OF LICENSEE: Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of SCVWA.
- 16. TIME OF ESSENCE: Time is and shall be of the essence of this License and of each and every provision contained in this License.
- 17. RELATIONSHIP: The parties intend by this License to establish the relationship of licensor and licensee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 18. CAPTIONS: The captions in this License are for convenience only and are not a part of this License. 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.
- 19. CHOICE OF LAW; VENUE: This License shall be construed, and its performance enforced, under California law. Any judicial proceeding in connection with any dispute under, or enforcement of, this License shall be brought in Los Angeles County, California.
- 20. INCORPORATION OF RECITALS AND EXHIBITS: All of the recitals hereof, and Exhibits A, B & C attached hereto are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 21. NOTICES: Except as otherwise specifically provided in this License, any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either SCVWA or the Licensee may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

**To Licensee**: Los Angeles SMSA Limited Partnership

dba Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Re: Plum Canyon

**To SCVWA**: Santa Clarita Valley Water Agency

Attn: General Manager 27236 Bouquet Canyon Road Santa Clarita, CA 91350-2173

24. AUTHORITY; SIGNATURES REQUIRED: This License may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by pdf or SCVWA-approved electronic means have the same force and effect as the use of a manual signature. Both SCVWA and Licensee wish to permit this License to be electronically signed in accordance with applicable federal and California law. Either party to this License may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to this License. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective License. SCVWA reserves the right to reject any digital signature that cannot be positively verified by SCVWA as an authentic electronic signature. Each party hereby represents and warrants to the other that it (a) is a duly organized and validly existing entity, formed and in good standing under the laws of the State of California; (b) has the power and authority and the legal right to conduct the business in which it is currently engaged; and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this License. Each party hereby further represents and warrants that this License has been duly authorized, and when executed by the signatories listed below, shall constitute a valid agreement binding on each party in accordance with the terms hereof.

If this License is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title and name of the corporate officers shall be printed under the signature.

[signatures appear on following page]

The parties have executed this License as of the Effective Date.

LICENSEE:	SCVWA: SANTA CLARITA VALLEY WATER AGENCY a California water agency.				
LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership dba Verizon Wireless					
By: AirTouch Cellular Inc., its General Partner	By:  Print Name:				
By:					
Name:	Director, Department Title:				
Title:	APPROVED AS TO FORM:				
	Gerard Lavery Lederer, Best Best & Krieger,				
	LLP				
Exhibits:					
Exhibit A – Legal Description of SCVWA Pr Exhibit B – Description and Depiction of SC Exhibit C – Insurance Requirements					



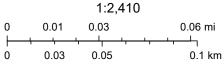
# Exhibit A Depiction of SCVWA Property



## Exhibit A



Parcel Outlines



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



# $\frac{Exhibit\ B}{Description\ and\ Depiction\ of\ SCVWA\ Access\ Road}$



ope ID: FA7E9AB7-A64D-49EE-AD13-E6925B3521FD

Courtney Mad, P.E.

(ACCESS EASEMEN 28301 Whites Canyon Road

PROPRIETARY INFORMATION

REV

DESCRIPTION

SHEET

JOB#2113F

STATU

SUE

# PROJECT DESCRIPTION

Canyon Country, ČA 91351

LEASE EXHIBIT FOR AN EXISTING VERIZON WIRELESS COMMUNICATIONS UNMANNED ROOFTOP SUBSTATION TO CONSIST OF THE FOLLOWING:

INSTALL NEW PAVED ACCESS ROAD AT VERIZON WIRELESS 12' W. ACCESS EASEMENT ACROSS PORTION OF WATER AGENCY PROPERTY FROM POINT OF ACCESS AT WATER RESERVOIR FENCE ENCLOSURE DOWN TO NEW PAVED MAINTENANCE VEHICLE PARKING AREA ADJACENT TO VERIZON WIRELESS MONOPOLE LEASE AREA

SURVEYOR:
CAL VADA SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205
CORONA, CA. 92880
951-280-9960
CONTACT: ARMANDO D. DUPONT

APPLICANT:
VERIZON WIRELESS
15505 SAND CANYON AVE.
BUILDING D, FIRST FLOOR
IRVINE, CA. 92618

PROJECT TEAM

INSTALL NEW 36" HIGH x 4"  $\varnothing$  BOLLARDS TO PROTECT EXISTING WATER RESERVOIR EQUIPMENT PER PLAN (TYP. OF 32)

OWNER: CASTAIC LAKE WATER AGENCY 27234 BOUQUET CANYON ROAD SANTA CLARITA, CA 91350

APPLICANT'S AGENT:
SEQUOIA DEPLOYMENT SERVICES
1 SPECTRUM POINTE DRIVE, SUITE 130
LAKE FOREST, CA 92630-2283
PH: (949) 310-1582
CONTACT: KEN WEINGARTNER

CIVIL ENGINEER:
KWC ENGINEERS
41391 KALMIA ST., SUITE 100
MUR734-213
CONTACT: VICTOR ELIA

ARCHITECT:
DERRA DESIGN, INC.
495 E. RINCON STREET, #204
CORONA, CA. 92879
951-268-1650
CONTACT: JEFF ROEBUCK

REMOVE & REPLACE EXISTING CHAIN LINK FENCE AND GATE AT POINT OF ACCESS TO VERIZON MONOPOLE

# PROJECT SUMMARY

ASSESSOR'S PARCEL NUMBERS
APN'S: 2812-013-038, 2812-009-109,
2812-009-120, 2812-009-902, 2812-009-903,
2812-009-904

CIVIL PLAN STANDARD NOTES & SHEET INDEX CIVIL PLAN ACCESS ROAD C-2 0-1

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IBNINE' CV 05018

12202 SAND CANYON AVENUE, D1

Verizon

A-1	OVERALL SITE PLAN	0
A-2	ENLARGED SITE PLAN	0
A-3	FENCE PLANS / BOLLARD DETAIL	0
	SOMETOTION DEVINES	

BLOCK

**SIGNATURE** 

**VERIZON WIRELESS** 

TO: 320 S. SANTA FE AVE.
LOS ANGELES, CA 90013
TAKE I-5 N FROM SAND CANYHON AVE 1.6 MI; FOLLOW I-5 N TO SIERRA HWY IN SANTA
CLARITA, TAKE EXIST 162 STATE ROUTE CA-14 N ANTELOPE VALLEY FWY 72.1 MI; TAKE
EXIT 6A FOR SIERRA HWY TOWARD CANYON COUNTRY 1.0 MI; TURN LEFT ONTO SIERRA
HWY 0.2 MI; TURN RIGHT AT THE FIRST CROSS STREET ONTO VIA PRINCESSA 0.6 MI; TURN
RIGHT ONTO WHITES CANYON RD 2.8 MI.

PROPERTY INFORMATION:

SITE NAME: PLUM CANYON
SITE ADDRESS: 28301 WHITES CANYON ROAD
CANYON COUNTRY, CA 91351
JURISDICTION: CANYON COUNTRY, CA / CASTAIC LAKE WATER AGENCY **EXISTING LEASE AREA CALCULATION:** APPLICANT'S REPRESENTATIVE
SEQUOIA DEPLOYMENT SERVICES
1 SPECTRUM POINTE DRIVE, SUITE 130
LAKE FOREST, CA 92630-2283
PH: (949) 310-1582
CONTACT: KEN WEINGARTNER CONSTRUCTION INFORMATION 15505 SAND CANYON AVENUE, D1 IRVINE, CA 92618 OFFICE: (949) 286-7000 PROPERTY OWNER: APPLICANT/LESSEE Verizon

A Survey of Record may be required before work begins on the property.

Portable bathroom is required on site at *all times with anchoring per inspectors*.

Hours of operation: **Monday - Thursday 7:30 a.m. to 5:30 p.m.** Every other Friday , 7:30 a.m. to 4:30 p.m. Must coordinate ahead of time, as no work is to happen outside of SCVWA hours of operation.

**SCVWA CONSTRUCTION NOTES** 

A preconstruction meeting is required. Contractor must have SCVWA approved plans on site, otherwise work may **not** be performed.

Contractor is required to call in Dig Alert before beginning work.

All utilities must be potholed before work begins.

Must give 48 hour written notice, during normal Agency business hours prior to beginning work.

PPE must be worn on site at all times during the job. Most current Cal-OSHA nrocedures must

must be worn on site at all times during the job. Most current Cal-OSHA procedures must

∞.

OCCUPANCY:
TYPE OF CONSTRUCTION:
CURRENT ZONING:

**VICINITY MAP** 

9. Cal-OSHA "Fall Protection" regulations apply to all elevated work.
10. Hot Work permit must be used when welding, cutting or grinding will be done on site along with approval from SCVWA.
11. Contractors must use CSI for any and all water tank coating work (877) 274-2422. CSI must be on site during all work involving water tank coating. All antennas must be coated to match the water tank prior to being installed.
12. All site work must be accessed through SCVWA property and easements.
13. Any soil work must have an SCVWA approved soil engineer present on site throughout the duration of work being completed.
14. All equipment/material must be staged on SCVWA property.
15. Failure to comply with all SCVWA requirements under any existing agreement(s) will result in SCWVA's suspension of its review and processing of any other of tenant's or licensee's proposals concerning other SCVWA properties until such failure is cured.

11.

# **GENERAL CONTRACTOR NOTES**

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.

COMPLIANCE CODE

2022 CALIFORNIA MECHANICAL CODE 2022 CALIFORNIA PLUMBING CODE SHELTER IS STATE OF CALIFORNIA APPROVED AND INSPECTED, NOT FOR LOCAL INSPECTION.

CONSTRUCTION DRAWINGS

2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA BUILDING CODE 2022 CALIFORNIA ELECTRICAL CODE 2022 CALIFORNIA FIRE CODE 2022 CALIFORNIA GREEN BUILDING CODE

PLUM CANYON" (ACCESS EASEMENT)

CONSTRUCTION DRAWINGS

Canyon Country, CA 91351

28301 Whites Canyon Rd.

PAG SHEET III.

TRANSPORT:

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DATE: SIGNATURE:

A&E COORDINATOR:

A&E VENDOR:

RE VENDOR:

DISCIPLINE:

UTILITY VENDOR:

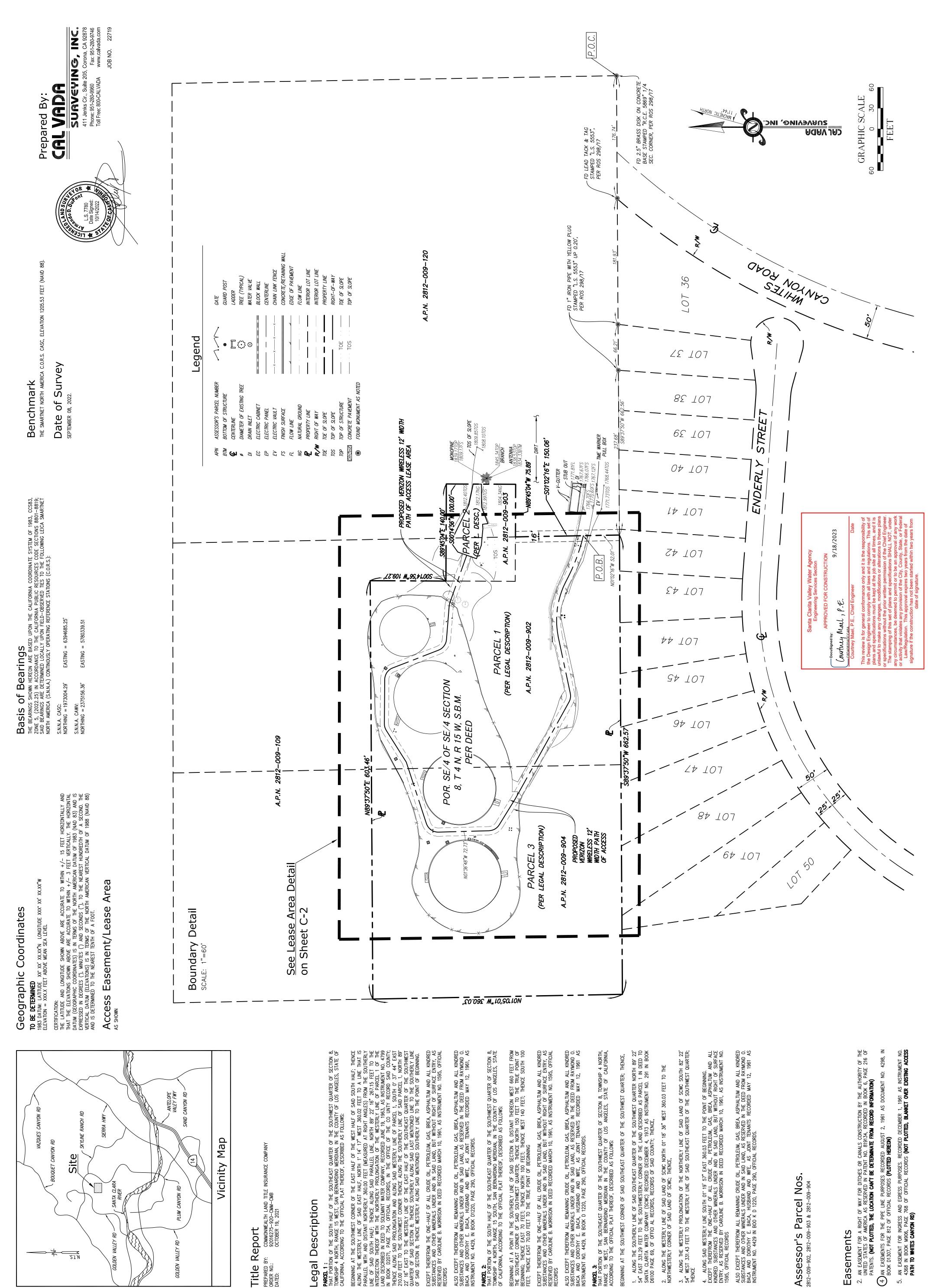
THE OBJCHAPT SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

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**DRIVING DIRECTIONS** 

Know what's **below. Call** before you

495 E. Rincon Stroot, Suito 204 Protod Prissl. 268, 1650 Fax 951.268, 1651 TUO/33 IKNINE, CA 92618 TOPOGRAPHIC SURVEY SdO 12202 SVND CANYON AVENUE 33 ΙΝΙ LOS ANGELES COUNTY  $\mathsf{BE}$ SANTA CALRITA TILE REPORT/ACCESS AND LEASE 10/14/55 WHITES CANYON RD.  $\Delta$  $C\Lambda$ SUBMITTAL "PLUM CANYON" 09/23/22 Dept. Approved Date Revisions S A CASE NO.



ALSO EXCEPT THEREFROM ALL REMAINING CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDR SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED IN THE DEED FROM RAYMOND BACA AND DOROTHY E. BACA, HUSBAND AND WIFE, AS JOINT TENANTS RECORDED MAY 12, 1961, INSTRUMENT NO. 4429, IN BOOK D1220, PAGE 290, OFFICIAL RECORDS.

EXCEPT THEREFROM THE ONE—HALF OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDF SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY, RESERVED BY CAROLINE B. MORRISON IN DEED RECORDED MARCH 10, 1961, AS INSTRUMENT NO. 1595, OFFICRECORDS

Vicinity Map

COMMONWEALTH LAND TITLE INSURANCE COMPANY 92016275-920-CMM-CMB OCTOBER 19, 2021

Title Report

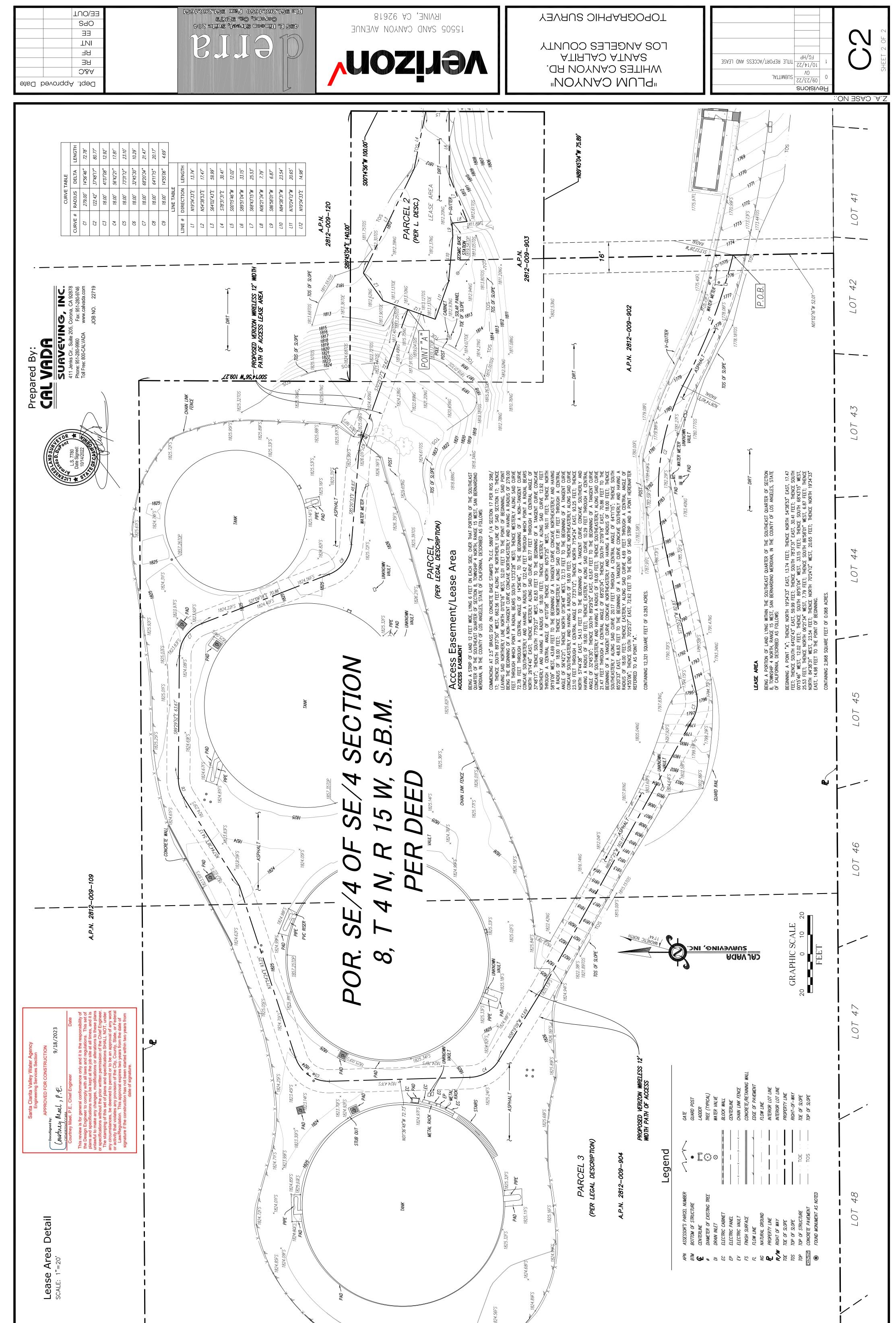
egal Description

IING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE,

2. ALONG THE WESTERLY LINE OF SAID LAND OF SCWC NORTH 01°18'36" WEST 360.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LAND OF SCWC; THENCE,

Assessor's Parcel Nos 2812-009-902, 2812-009-903 & 2812-009-904

Easements



GENERAL NOTES

- A COPY OF THE GRADING PERMIT AND APPROVED GRADING PLANS SHALL BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.

  ANY MODIFICATIONS OF, OR CHANGES TO, APPROVED GRADING PLANS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO IMPLEMENTATION IN THE FIELD.

- 3. ALL GRADED SITES SHALL HAVE DRAINAGE SWALES, BERMS, AND OTHER DRAINAGE DEVICES APPROVED AT THE ROUGH GRADING STAGE.

  4. THE FIELD ENGINEER SHALL SET DRAINAGE STAKES FOR ALL DRAINAGE DEVICES.

  5. ALL STORM DRAIN WORK SHALL BE DONE UNDER CONTINUOUS INSPECTION BY THE FIELD ENGINEER. WEEKLY STATUS REPORTS SHALL BE SUBMITTED BY THE FIELD ENGINEER TO THE ENGINEERING SERVICES DIVISION.

  6. FINAL GRADING SHALL BE APPROVED BEFORE OCCUPANCY OF BUILDINGS WILL BE ALLOWED.

  7. CONSTRUCTION OF THE RETAINING WALL(S) SHOWN ON THESE PLANS REQUIRES A PERMIT FROM THE BUILDING & SAFETY DIVISION.

  8. THE FACES OF CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL EROSION. THIS CONTROL SHALL CONSIST OF JUTE NETTING AND EFFECTIVE PLANTING, OR OTHER DEVICES SATISFACTORY TO THE CITY ENGINEER. (17.87.020 A)

  9. A PREVENTIVE PROGRAM TO PROTECT THE SLOPES FROM POTENTIAL DAMAGE FROM BURROWING RODENTS IS REQUIRED. OWNER SHALL INSPECT SLOPES PERIODICALLY FOR EVIDENCE OF BURROWING RODENTS AND AT FIRST EVIDENCE OF THEIR EXISTENCE SHALL EMPLOY AN EXTERMINATOR FOR THEIR REMOVAL. (17.87.020 H)

- 10. ALL FILL SHALL BE COMPACTED TO THE FOLLOWING MANAUM RELATIVE

  10. ALL FILL SHALL BE COMPACTED TO THE FOLLOWING MANAUM RELATIVE

  10. GORPACTION GATERIA.

  10. AS PERCENT OF MAXIMUM DRY DENSITY WITHIN 40 FEET BELOW FINSH

  11. RECOMPACTION TEST DY ANY AND PERSON THAN 40 FEET BELOW FINSH

  12. SPECEST OF MAXIMUM DRY DENSITY DEFECT THAN 40 FEET BELOW

  13. FINISH GALOW LINESS A LOWER FEAT THE COMPACTION MOT LESS

  14. THE PELLYTHE COMPACTION SHALL BE DETERMINED BY ASTH SOIL

  15. FIELD DENSITY SHALL BE DETERMINED BY A METHOD COME METHOD (MATHOD FINES)

  16. FIELD DENSITY SHALL BE OFFICIABLE, WHERE NOT PRESENCE OF THE RECURSED BY THE RECURSED BY THE RECURSED ONE METHOD SHALL BE COTY MINISHED TO THE RECURSED ONE METHOD SHALL BE COTY MINISHED TO THE RECURSED ONE METHOD SHALL BE LOWED SHALL SHALL BE LOWED SHALL SHALL BE LOWED SHALL SHALL BE LOWED SHALL SHAL

THE GRADING CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS SECTION 17.88.010 L AT THE COMPLETION OF ROUGH GRADING.

AS THE PROJECT OWNER OR AUTHORIZED AGENT OF THE OWNER, I HAVE READ AND UNDERSTAND THE REQUIREMENTS LISTED ABOVE, NECESSARY TO CONTROL STORM WATER POLLUTION FROM SEDIMENTS, EROSION, AND CONSTRUCTION MATERIALS, AND I CERTIFY THAT I WILL COMPLY WITH THESE REQUIREMENTS. TOTAL DISTURBED (GRADED) AREA: 0.17

FOR PROJECTS WITH DISTURBED AREA UNDER ONE ACRE:

PRINT NAME SIGNATURE DATE

# INSPECTION NOTES:

- OR HIS AGENT SHALL NOTIFY THE ENGINEERING AT LEAST ONE WORKING DAY IN ADVANCE OF IONS AT FOLLOWING STAGES OF THE WORK:
- 4. PRE-GRADE ITEM. (17.88.010 G1)

  b. INITIAL. WHEN THE SITE HAS BEEN CLEARED OF VEGETATION AND UNAPPROVED FILL AND IT HAS BEEN SCARIFIED, BENCHED OR OTHERWISE PREPARED FOR FILL. NO FILL SHALL BE PLACED PRIOR TO THIS INSPECTION. (17.88.010 G2)

  c. ROUGH. WHEN APPROXIMATE FINAL ELEVATIONS HAVE BEEN ESTABLISHED; DRAINAGE TERRACES, SWALES AND BERMS INSTALLED AT THE SLOPES; AND THE STATEMENTS REQUIRED IN SECTION 17.88.010 L HAVE BEEN RECEIVED. (17.88.010 G3)

  d. FINAL. WHEN GRADING HAS BEEN COMPLETED; ALL DRAINAGE DEVICES INSTALLED AND THE AS-BUILT PLANS, REQUIRED SYSTEMS INSTALLED AND THE AS-BUILT PLANS, REQUIRED SYSTEMS INSTALLED AND THE AS-BUILT PLANS, REQUIRED STATEMENTS, AND REPORTS HAVE BEEN SUBMITTED. (17.88.010 G4)

  SERVICES DIVISION FOR REGULAR GRADING, REPORTS AND STATEMENTS SHALL BE SUBMITTED TO THE CITY ENGINEER IN ACCORDANCE WITH SECTION 17.88.010. ö

AGENCY NOTES:

3. SECURE PERMISSION FROM THE ENGINEERING SERVICES DIVISION FOR CONSTRUCTION OR GRADING WITHIN STREET RIGHT OF WAY.

- GEOLOGY AND SOILS NOTES:

  4. ALL RECOMMENDATIONS INCLUDED IN THE CONSULTANT'S SOIL AND GEOLOGY REPORTS SHALL BE COMPLIED WITH AND ARE A PART OF THE GRADING SPECIFICATIONS. (17.83.010 F)

  5. GRADING OPERATIONS SHALL BE CONDUCTED UNDER PERIODIC GEOLOGIC INSPECTION WITH MONTHLY INSPECTION REPORTS TO BE SUBMITTED TO THE ENGINEERING SERVICES DIVISION.

  6. THE CONSULTING GEOLOGIST SHALL APPROVE ROUGH GRADING BY FINAL REPORT PRIOR TO APPROVAL BY THE CITY ENGINEER. THE FINAL REPORT SHALL INCLUDE AN AS-BUILT GEOLOGIC MAP.
- ANTING AND IRRIGATION NOTES:
  ALL CUT SLOPES OVER FIVE FEET AND FILL SLOPES OVER THREE FEET SHALL BE PLANTED WITH AN APPROVED GROUND COVER AND PROVIDED WITH AN IRRIGATION SYSTEM AS SOON AS PRACTICAL AFTER ROUGH GRADING. (17.87.020 D)

- STORMWATER POLLUTION PLAN NOTES:

  EVERY EFFORT SHALL BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.

  ERODED SEDIMENTS AND OTHER POLLUTANTS SHALL BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALLES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.

  STOCKPILES OF EATH AND OTHER CONSTRUCTION-RELATED THE SITE BY THE FORCES OF WIND OTHER CONSTRUCTION-RELATED THE SITE BY THE FORCES OF WIND OTHER TOXIC MATERIALS SHALL BE STORED IN ACCORDANCE WITH THEIR LISTING AND SHALL NOT CONTAINERS SHALL BE PROTECTED FROM THE WEATHER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM, PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF ANY OTHER DRAINAGE SYSTEM, PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.

  1. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM BEING DEPOSITED INTO THE PUBLIC RIGHT-OF-WAY.

  2. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM BEING DEPOSITED NOT OTHER PUBLIC RIGHT-OF-WAY.

  3. STOCK SHALL BE SWEPT UP IMMEDIATELY AND SHALL NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.

  3. STOCK SHALL BE SWEPT UP IMMEDIATELY AND SHALL NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.

  3. STOCK SHALL BE SWEPT UP IMMEDIATELY AND SHALL BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

  3. STOCK SHALL BE SWEPT UP IMMEDIATELY AND SHALL BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

  3. STOCK SHALL BE SWEPT UP IMMEDIATELY AND SHALL BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

  3. STOKE SHALL BE SWEPT UP IMMEDIATELY AND SHALL BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

  3. STOKE SHALL BE SURFAILED SOLID WASTED TO THE PUBLIC SHALL BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

  3. STOKE SHALL BE SURFAILED SOLID WASTED TO THE STABILIZED SOLID WASTED SOLID WASTED SOLID WATER.
  - THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE "BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA, THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS):

PORTION OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8. TOWNSHIP 4 NORTH. RANGE 15 WEST. SAN BERNARDINO MERIDIAN IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES. STATE OF CALIFORNIA AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 97 PAGE 14. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

GEOTECHNICAL REPORT DATA

ALL CONSTRUCTION ACTIVITY WILL COMPLY WITH THE SOILS REPORT(S) LISTED BELOW PREPARED BY: GEOTECHNICAL SOLUTIONS, INC REPORT DATE:



AND S IS THE OCIATION. MAINTENANCE OF SLOPES, DRAINAGE DEVICES DEBRIS/IMPACT WALLS IN OPEN SPACE AREAS RESPONSIBILITY OF THE HOME OWNER'S ASSO

CING, INC TOPOGRAPHY PROVIDED BY: CALVADA SURVEY DATE OF TOPOGRAPHY: 9-23-22 PHONE: 951-280-9960

C.O.R.S.

SANTA

ARITA,

ELEV. 1205.53 (NAVD 88) SHEET FLOW TO PAVED SURFACE.

PROPOSED GRADE CONTOUR EXISTING GRADE CONTOUR TRACT BOUNDARY PROPOSED SLOPE

COLDEN VALLEY RD

BUTTRESS KEYWAY (WIDTH AND DEPTH RETAINING WALL EASEMENT LINE

EXISTING SPOT ELEVATION

WHITES CANYON RD

**ABBREVIATIONS**:

TING

VICINITY MAP

# CUT/FILL INFORMATION:

200 (CY) FILL 1. RAW EARTHWORK VOLUMES

(CX

<u>C</u>

0

CONSTRUCTION NOTES

26 TONS AC/28 CU. FT AB121 TONS AC/93 CU.FT AB174 SF ASS 2 AGGREGATE BASE OVER 95% COMPACTED AND TESTED NATIVE SOIL OR AS RECOMMENDED BY SOILS ENGINEER.———4" OF CLASS 2 AGGREGATE BASE OVER 95% COMPACTED AND TESTED NATIVE SOIL OR AS RECOMMENDED BY SOILS ENGINEER. (1) CONSTRUCT 4" AC PAVEMENT(3/8" FINE) OVER 6" CL<sup>Δ</sup>
(2) CONSTRUCT 6" CRUSHED RECYCLED ASPHALT OVER
(3) REMOVE EX. AC

QTY.

Cowtury Mal,

FOR GRADING AND DRAINAGE UNDER TITLE 17 UNIFIED DEVELOPMENT CODE CITY OF SANTA CLARITA APPROVED

M:\22\2288/FINAL\COUST\Access road\2288 GRD.dwg Plotted on Sep 11, 2023-5:50pm by GGonzalez

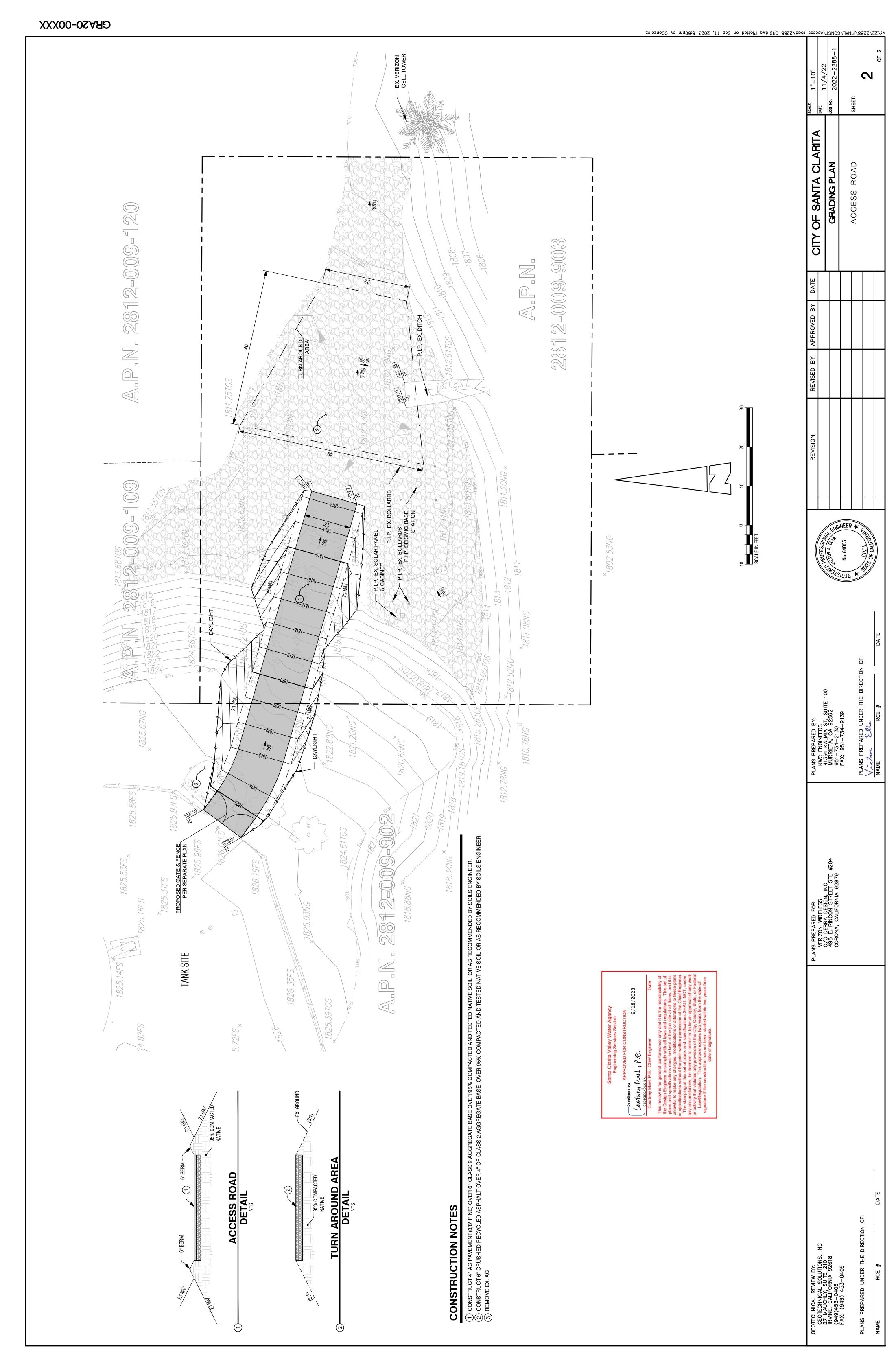
DAIE:
THIS SET OF PLANS AND SPECIFICATION MUST BE KEPT ON
THE JOB AT ALL TIMES. IT IS UNLAWFUL TO MAKE ANY
CHANGES OR ALTERNATIONS ON SAME WITHOUT WRITTEN
PERMISSION FROM THE ENGINEERING SERVICES DIVISION.
THE STAMPING OF THESE PLANS AND SPECIFICATIONS SHALL
<b>NOT</b> BE USED AS A SUBSTITUTE FOR PERMIT OR MEANT AS AN
APPROVAL OF ANY VIOLATION OF THE PROVISIONS OF ANY
CITY OR COUNTRY ORDINANCE OR STATE LAW.
SCALE: 1, 10,

PLANS PREPARED UNDER THE DIRECTION OF:

PREPARED UNDER THE DIRECTION

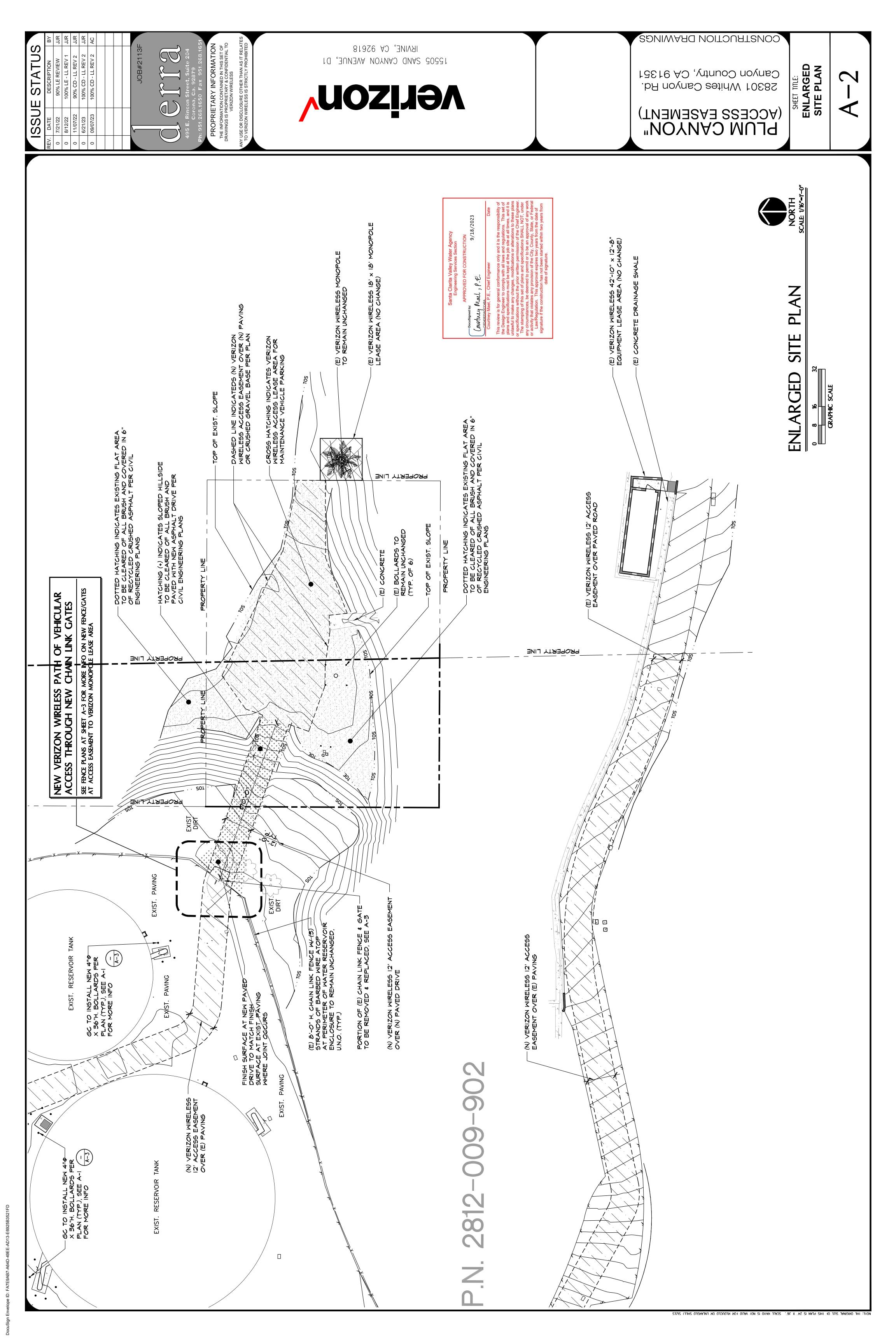
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ATIMA IS ANAS HO YTIS			GRADING PLAN		VICINITY MAP, SHEET INDEX		BENCH MARK, STANDARD NOTES	
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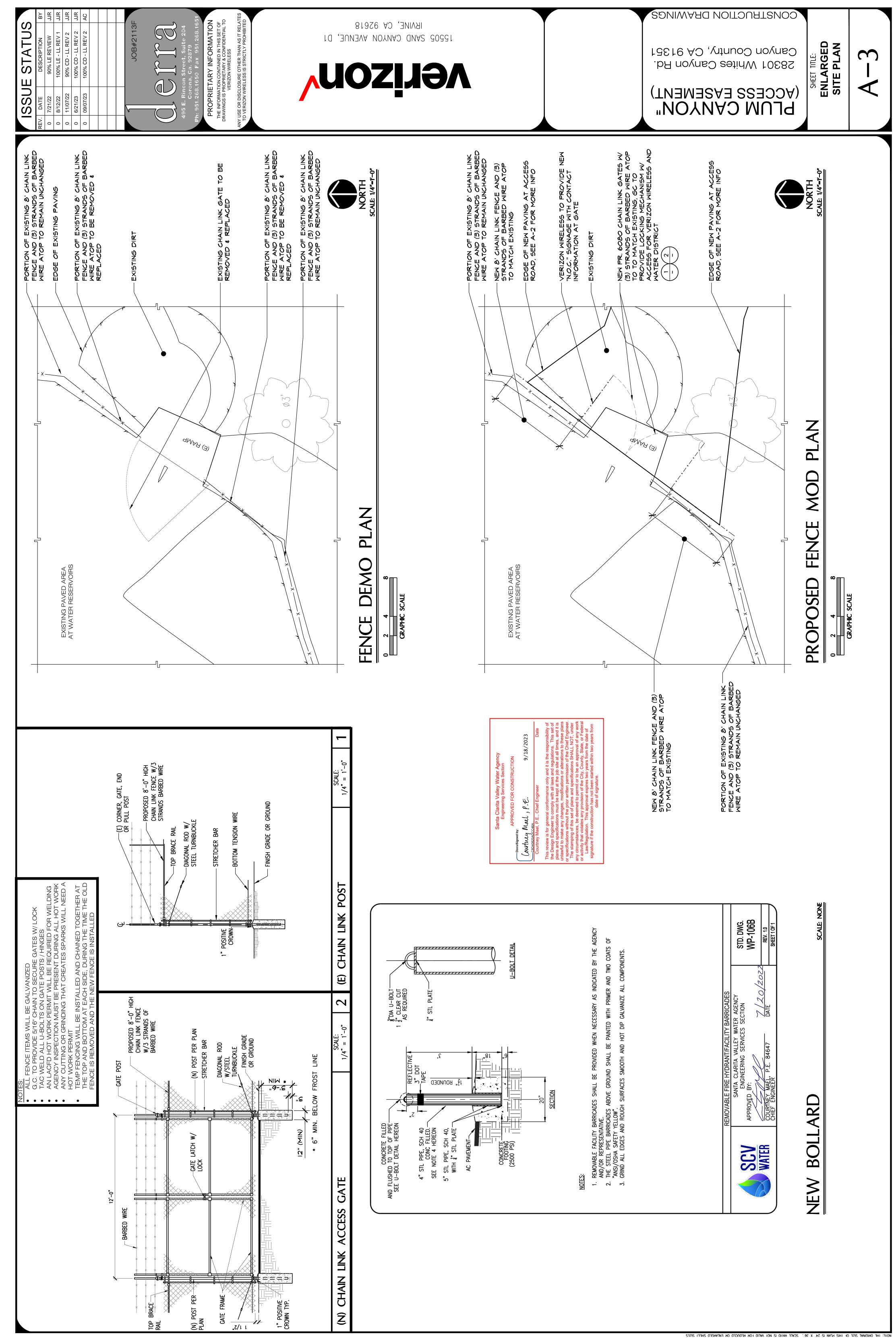
SHEET:



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CONCINY RICE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR PLDUCED OR ENLARGED SHEET SIZES





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## **Exhibit C Insurance Requirements**

Minimum Insurance Requirements –Licensee shall procure and maintain for the duration of the License, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the use of the SCVWA Access Road by and the activities of Licensee or its employees thereon. Licensee shall require any contractors and subcontractors to obtain and maintain substantially the same insurance as required of Licensee hereunder with limits commensurate with the work or services to be provided. Licensee shall provide and maintain the following commercial general liability, automobile liability, workers' compensation and property coverage:

**Coverage -** Coverage shall be at least as broad as the following:

- 1. **Commercial General Liability -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) or equivalent with limits of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage and Four Million Dollars (\$4,000,000) general aggregate including property damage, bodily injury, and personal & advertising injury.
- 2. **Workers' Compensation Insurance** Licensee shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of \$1,000,000 each accident for bodily injury/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.
- 3. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the SCVWA, its elected or appointed officers, officials, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency, but this provision applies regardless of whether or not the SCVWA has received a waiver of subrogation from the insurer.
- 4. **Property insurance** against all risks of loss to any Licensee or SCVWA improvements or betterments on the SCVWA Property or SCVWA Access Road, at full replacement cost with no coinsurance penalty provision.

If Licensee maintains broader coverage under such policies, the SCVWA requires and shall be entitled to the broader coverage maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SCVWA.

**Required Provisions -** The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:

- 1. **Additional Insured Status:** SCVWA, its directors, officers, employees, and authorized volunteers are to be included as additional insureds as their interest may appear under this License using blanket additional insured endorsements at least as broad as ISO Form CG 20 10 10 01 or CG 20 11 or equivalent as respects: liability arising out of the use of the SCVWA Access Road, or activities performed by the Licensee thereon including materials, parts, or equipment furnished in connection with such activities, and automobiles owned, leased, hired or borrowed by Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SCVWA, its directors, officers, employees, and authorized volunteers.
- 2. **Primary Coverage:** For any claims related to Licensee's use of the SCVWA Access Road or the SCVWA Property, Licensee's commercial general liability insurance coverage shall be primary as respects to the SCVWA, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the SCVWA, its directors, officers, employees, and authorized volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

**Notice of Cancellation:** Upon receipt of notice from its insurer(s), Licensee shall provide the SCVWA with thirty (30) days' prior written notice of cancellation of any required coverage.

**Acceptability of Insurers -** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or better or as otherwise approved by SCVWA.

Licensee agrees it will comply with such provisions before commencing the License. The SCVWA reserves the right to obtain complete, certified copies of all required insurance policies, including declaration page. Failure to continually satisfy the insurance requirements herein shall be a material breach of contract.

**Verification of Coverage -** Licensee shall furnish the SCVWA with certificates of insurance and blanket additional insured endorsements effecting coverage required by the above provisions. All certificates and endorsements are to be received and reasonably approved by the SCVWA *at least five days* before the Licensee's use of the SCVWA Access Road commences.