

RESOLUTION NO. SCV-289

**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.

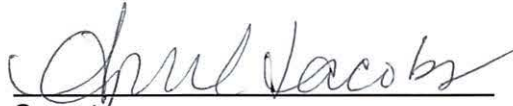
4. This Resolution shall take effect immediately upon its passage and adoption.



President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular meeting of the Board of Directors of said Agency held on July 19, 2022 the foregoing Resolution No. SCV-289 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: July 19, 2022



Secretary



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		

7

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

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

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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

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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

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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.

Jane Bennett
County of Benton
Notary Public - Arkansas
My Commission Exp. 03/13/2012

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

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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

Tami K. Royer
Notary Public

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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.

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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.

4/15/04

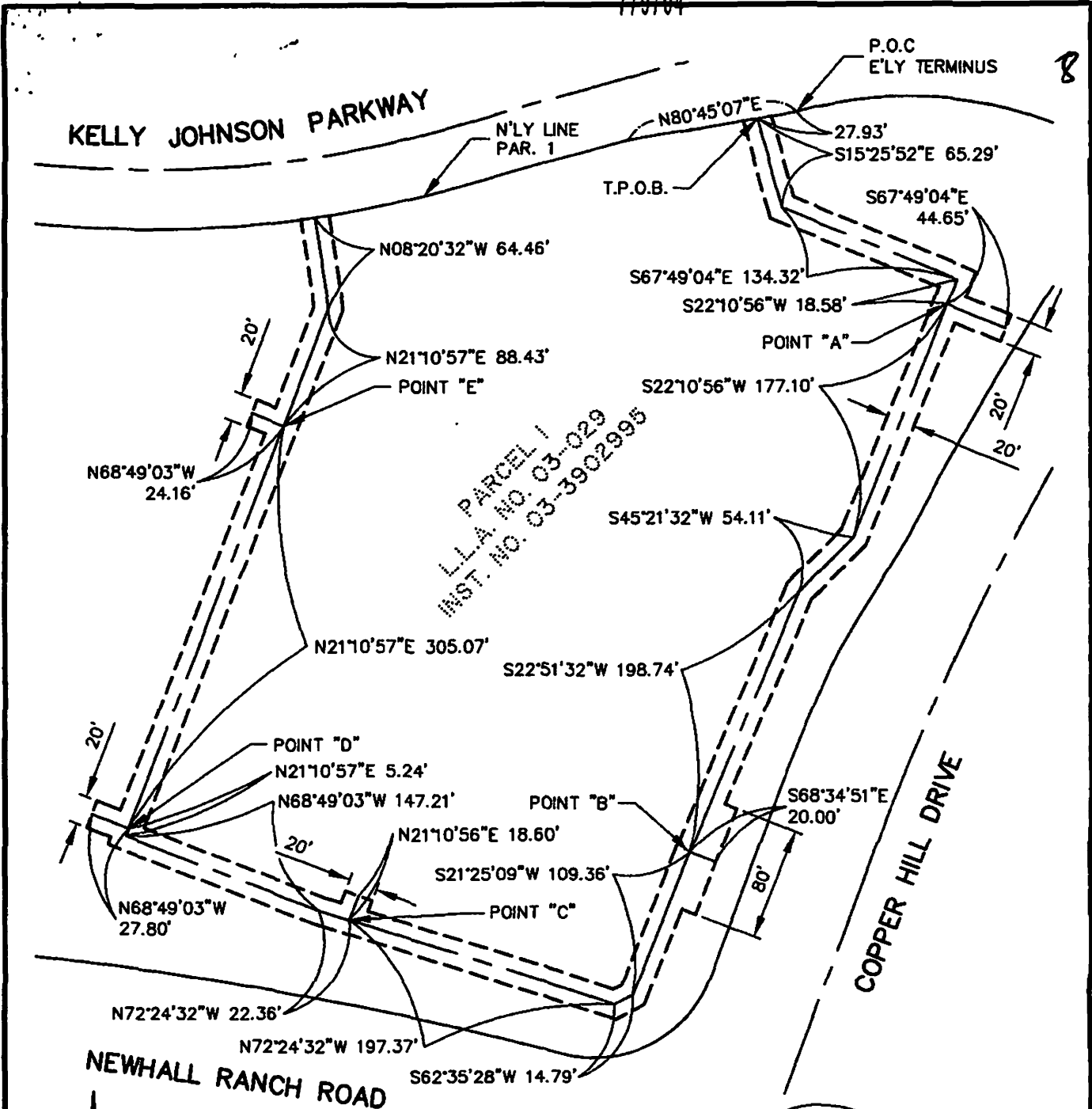
WARREN WILLIAMS, JR., P.L.S. 7038
REGISTRATION EXPIRES 9/30/06

DATE



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7/10/04



PARCEL 1
 L.L.A. NO. 03-029
 INST. NO. 03-3902995



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

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



EXHIBIT "B"

SCALE: 1"=100'

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL A

SHEET 1 OF 1

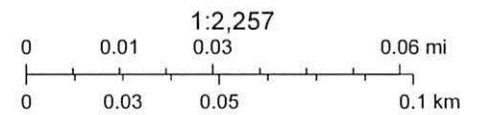
WATER EASEMENT
 SANTA CLARITA, CALIFORNIA

DRC Development Resource Consultants, Inc.
 Civil Engineering • Land Surveying • Land Planning
 800 S. ROCHESTER AVENUE, SUITE C
 ONTARIO, CA 91761 (909) 250-8241

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Exhibit B



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

Web AppBuilder for ArcGIS
 The City of Santa Clarita does not warrant

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Exhibit C

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