

RESOLUTION NO. SCV-338

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING SANTA CLARITA VALLEY WATER AGENCY TO
EXECUTE AN AGREEMENT SETTLING REAL PROPERTY RIGHTS BY AND
BETWEEN THE SANTA CLARITA VALLEY WATER AGENCY AND WOODSIDE 05S
RELATIVE TO THE SAND CANYON PIPELINE PROJECT AND REQUIRED CEQA
FINDING**

WHEREAS, the Santa Clarita Water Agency ("SCV Water") is the successor in interest to the Castaic Lake Water Agency ("CLWA"); and

WHEREAS, CLWA filed an eminent domain action ("Action") on June 23, 2004 seeking to acquire real property interests in a portion of that real property commonly known as Assessor Parcel Nos. 2840-004-009 and 2840-004-010 ("Property") for the construction, operation and maintenance of a water pipeline project known as the Sand Canyon Pipeline Project ("Project"); and

WHEREAS, the Court in the Action issued a Final Order of Condemnation on March 21, 2006 and an Amended Final Order of Condemnation on April 14, 2006, which condemned property rights in the Property to the CLWA. The Amended Final Order of Condemnation was recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder's Office, Los Angeles County; and

WHEREAS, the CLWA acquired through the Action a temporary construction easement ("TCE") on the Property for the construction of the Project. The TCE is part of the recorded Amended Final Order of Condemnation. The TCE is no longer required because the Project has been completed; and

WHEREAS, Woodside 05S, LP ("Woodside") has entered into a purchase agreement that includes the portions of Assessor Parcel Nos. 2840-004-009 and 2840-004-010 that were not part of the Action, the Final Order of Condemnation or the Amended Final Order of Condemnation; and

WHEREAS, a dispute has arisen between SCV Water and Woodside as to the property rights relating to the Property acquired by CLWA through the Action for the construction, operation and maintenance of the Project; and

WHEREAS, SCV Water and Woodside desire to enter into the Agreement Settling Real Property Rights (Exhibit A) to settle and establish the property rights and obligations of each of the parties relating to the Property and to ensure the operation and maintenance of the Project and the health and well-being of the general public.

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

1. The recitals set forth above are true and correct and are made findings of the Board of Directors, and by this reference made an operative part of this Resolution.


2. SCV Water finds that the Agreement, the releasing of the TCE, and the granting of the fee interest in the Project Property to Woodside, in exchange for easement rights permitting the continued unaltered operation of the Project are exempt from environmental review under the commons sense exemption pursuant to CEQA Guidelines section 15061(b)(3), and alternatively, under the minor alterations exemption pursuant to CEQA Guidelines section 15301 because they involve a negligible or no expansion of use.
3. SCV Water's General Manager (the "Authorized Representative") or designee is hereby authorized and directed to execute the Agreement, with such changes, insertions and omissions as may be recommended by general counsel to SCV Water and approved by the Authorized Representative executing the same, said execution being conclusive evidence of such approval.
4. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement, unless the context otherwise clearly requires.
5. This Resolution shall take effect immediately upon its passage and adoption.



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 rescheduled meeting of the Board of Directors of said Agency held on March 21, 2023 the foregoing Resolution No. SCV-338 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: March 21, 2023



Secretary



Exhibit A to Resolution

AGREEMENT SETTLING REAL PROPERTY RIGHTS

This Agreement Settling Real Property Rights (“Agreement”) is made and entered into and effective this _____ day of _____, 2023, by and between Santa Clarita Valley Water Agency (“Agency”) and Woodside 05S, LP (“Woodside”), each individually may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Agency is the successor in interest to the Castaic Lake Water Agency (“Castaic Agency”).

WHEREAS, the Castaic Agency filed an eminent domain action (“Action”) on June 23, 2004 seeking to acquire real property interests in a portion of that real property commonly known as Assessor Parcel Nos. 2840-004-009 and 2840-004-010 (“Property”) for the construction, operation and maintenance of a water pipeline project known as the Sand Canyon Pipeline Project (“Project”).

WHEREAS, the Court in the Action issued a Final Order of Condemnation on March 21, 2006 and an Amended Final Order of Condemnation on April 14, 2006, which condemned property rights in the Property to the Castaic Agency. The Amended Final Order of Condemnation was recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder’s Office, Los Angeles County.

WHEREAS, the Castaic Agency acquired through the Action a temporary construction easement (“TCE”) on the Property for the construction of the Project. The TCE was recorded as Exhibit “B1” to the recorded Amended Final Order of Condemnation.

WHEREAS, Woodside has entered into a purchase agreement that includes the portions of Assessor Parcel Nos. 2840-004-009 and 2840-004-010 that were not part of the Action, the Final Order of Condemnation or the Amended Final Order of Condemnation (“Remainder Property”).

WHEREAS, a dispute has arisen between the Agency and Woodside as to the property rights relating to the Property acquired by the Castaic Agency through the Action for the construction, operation and maintenance of the Project.

WHEREAS, the Agency and Woodside desire to enter into this Agreement to settle and establish the property rights and obligations of each of the Parties relating to the Property and to ensure the operation and maintenance of the Project and the health and well-being of the general public.

NOW, THEREFORE, the Agency and Woodside agree as follows:

1. Grant of Fee Interest. Upon presentation to the Agency of a recorded Grant Deed demonstrating Woodside’s acquisition of the Remainder Property, the Agency shall promptly grant to Woodside all property rights to the Property obtained by the Castaic Agency through the

Action by delivering to Woodside a Grant Deed in the form attached hereto as Exhibit 1, which shall be executed concurrently herewith.

2. Grant of Easement. Upon presentation of the Gant Deed executed by the Agency, Woodside agrees to grant to the Agency an easement (“Easement”) for the continued operation and maintenance of the Project by delivering to the Agency a Grant of Easement in the form attached hereto as Exhibit 2, which shall be executed concurrently herewith.

3. Temporary Construction Easement. Because construction of the Project has been completed, the Agency shall release the TCE by delivering to Woodside a Release of Temporary Construction Easement in the form attached hereto as Exhibit 3, which shall be executed concurrently herewith.

4. Disclaimer of Warranties: “AS IS” Conveyance. Woodside acknowledges that it has had an opportunity to conduct its due diligence investigation of the Property and will accept conveyance of the Property in its current condition based thereon. Woodside acknowledges and agrees that the Property is to be conveyed by the Agency to Woodside “as is, with all faults,” and subject to the Easement and the Project, and substantially in its current condition. Woodside further acknowledges and agrees that the conveyance of the Property is made without any warranty or representation of any kind by the Agency, either express or implied or arising by operation of law, and the Agency shall have no liability with respect to the nature, value, uses, habitability, merchantability, suitability, condition, design, operation, rents, financial condition or prospects, fitness for purpose or use, or the manner, construction, condition or state of repair or lack of repair of the improvements of the Property (or any part thereof), or any other aspect, portion or component of the Property whatsoever, it being specifically understood and agreed that Woodside had full opportunity, during the due diligence investigation, to determine for itself the condition of the Property and the Project.

Woodside’s Initials: _____

5. No Admission of Lesser Property Interest. The Parties agree that nothing herein, including the conveyance of the Property to Woodside by the Agency through the aforementioned Grant Deed, shall be deemed to constitute an admission as to the type and nature of the property rights relating to the Property that were acquired by the Castaic Agency through the Action.

6. Settlement of All Claims. By executing this Agreement, Woodside on its behalf and on behalf of its affiliates, beneficiaries, heirs, executors, administrators, successors and assigns hereby expressly and unconditionally waives and releases the Agency and its successors, agents, representatives (including attorneys) and all other affiliated persons and associations, known or unknown, from any claims, damages, costs, taxes, loss, expenses, attorney’s fees, or indemnity obligations relating to the Action, the Property, the TCE, the construction, operation and maintenance of the Project, the Agency’s use of the Property, and Woodside’s acquisition of the Remainder Property. It being understood that this is a complete and full settlement of all claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the foregoing. Woodside acknowledges that it is aware of the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The addresses for notice are:

WOODSIDE:

Attn.: _____

Phone: _____
Email: _____

AGENCY:

SANTA CLARITA VALLEY WATER AGENCY
Attn.: Matthew G. Stone, General Manager
27234 Bouquet Canyon Rd.
Santa Clarita, CA 91350
E-Mail: mstone@scvwa.org

Either party may change its address by written notice to the other given in the manner set forth above.

8. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement and understanding between the Agency and Woodside concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by the Agency or Woodside concerning the Property or the other matters which are the subject of this Agreement.

9. Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

10. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11. Commissions, Indemnity, Disclosure. Woodside shall be responsible for any broker, real estate agent or listing commission associated with the conveyance of the Property pursuant to this Agreement. Woodside hereby indemnifies and agrees to protect, defend and hold harmless the Agency from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage, real estate agent, or listing commission, fees and costs or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party.

12. Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. The Agency and Woodside intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

13. Recordation of Documents. The Parties hereby agree to cooperate in good faith to achieve the recordation of the Grant Deed, the Release of Temporary Construction Easement, and the Grant of Easement referenced herein, including the re-execution of the aforementioned documents in a form that satisfies the recordation requirements of the Recorder's Office, Los Angeles County.

14. Venue. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. Authority. The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

16. Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of the Parties.

17. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

18. Joint Preparation: This Agreement shall be deemed to have been prepared jointly by the Parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

19. Representation by Counsel. The Parties represent and warrant to each other that they have been represented by counsel with respect to this Agreement and all matters covered by and relating to it, that they have been fully advised by such counsel with respect to their rights and with respect to the execution of this Agreement, that they fully understand such rights, and that such counsel are authorized and directed to take all action necessary to effect the purposes of this Agreement.

WOODSIDE HOMES

SANTA CLARITA VALLEY WATER
AGENCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREIN DESCRIBED AS EXHIBIT "A1".

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

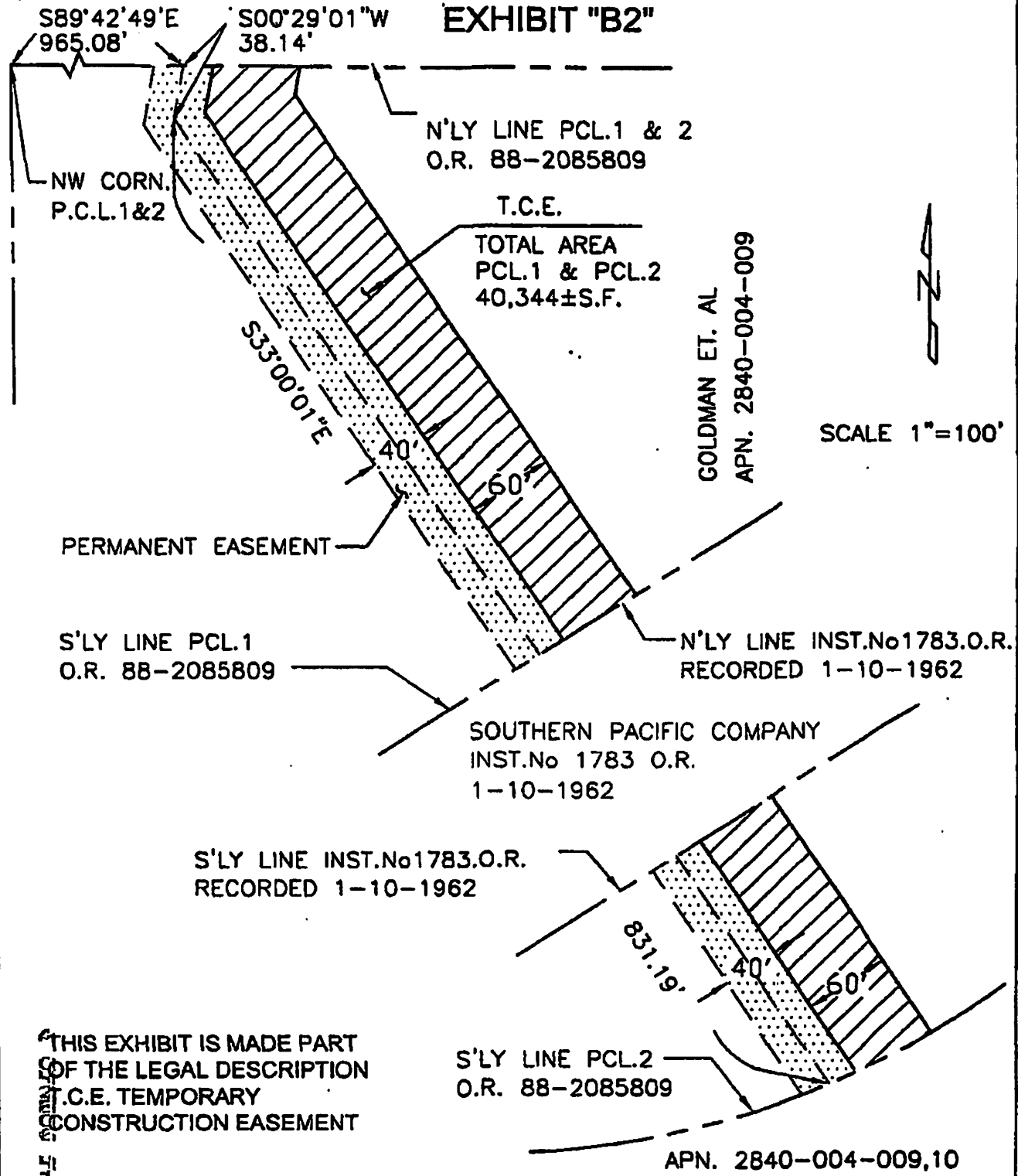
ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

RECEIVED

ex 2 /

06 0997584

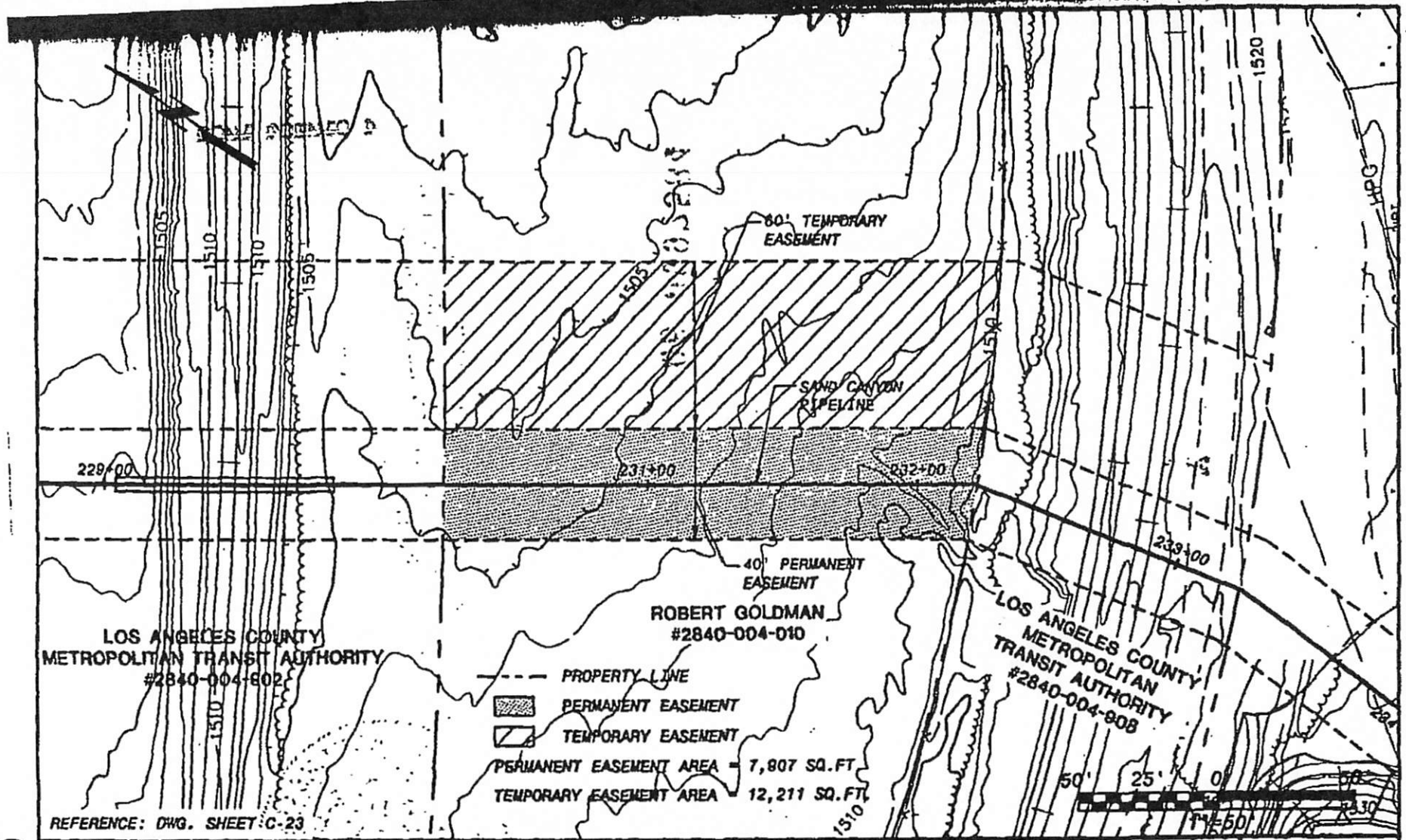
EXHIBIT "B2"



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

CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010		DATE: 01-16-04	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN		SCALE: 1"= 100'	
CHECKED _____	DATE _____	COUNTY OF LOS ANGELES		REV. DATE	REV. No

06 0997584



06 0997584

BLACK & VEATCH
 Corporation
 PROJECT
 132554

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

**ROBERT GOLDMAN #2840-004-010
 APPRAISAL MAP**

**FIGURE NO.
 49**

DRAWING.DWG

12/09/2003 15:04:04



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Exhibit 1

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

Grant Deed

<p>The undersigned Grantor(s) declare(s) the Documentary transfer tax is \$ _____</p> <p><input checked="" type="checkbox"/> Computed on full value of property conveyed, or</p> <p><input type="checkbox"/> Computed on full value less value of liens and encumbrances remaining at time of sale.</p> <p><input type="checkbox"/> Unincorporated area <input checked="" type="checkbox"/> City of Santa Clarita and</p>

THE UNDERSIGNED GRANTOR DECLARES:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Santa Clarita Valley Water Agency, a California special act water agency, hereby GRANTS to Woodside 05S, LP, a California special act water agency, the real property located in the City of Santa Clarita, County of Los Angeles, State of California, and more particularly described and depicted in the attached Exhibits "A" and "B", which are fully incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument as of the _____ day of _____, 2023

Santa Clarita Valley Water Agency

By: _____
Matthew G. Stone, General Manager

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

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EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

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

1
OFFICIAL
FILING

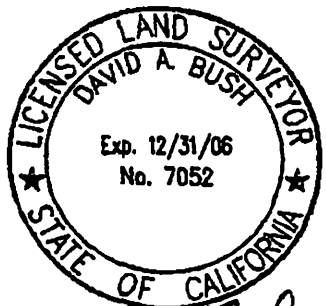
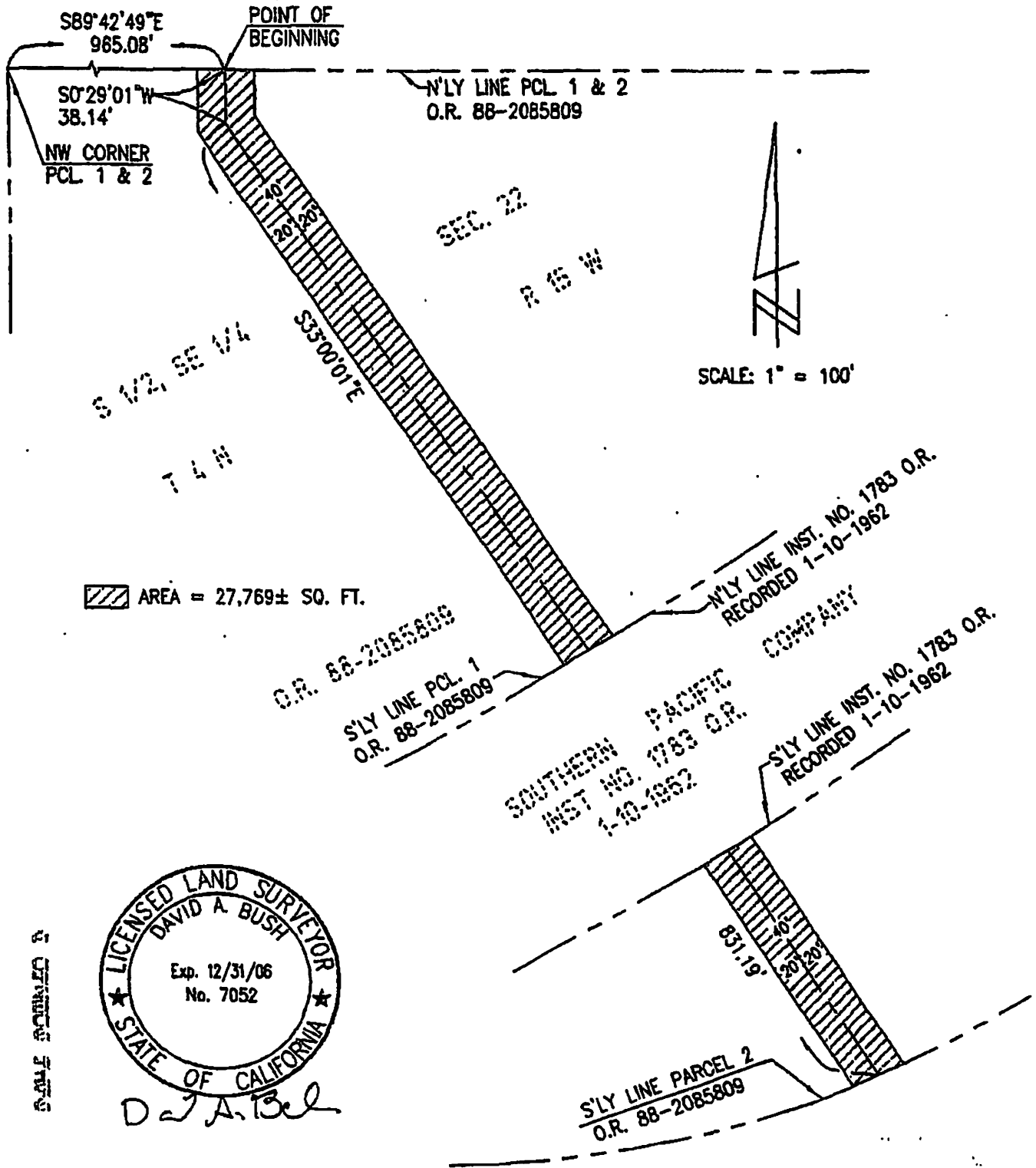


David A. Bush
1-9-04

lex /

06 0997584

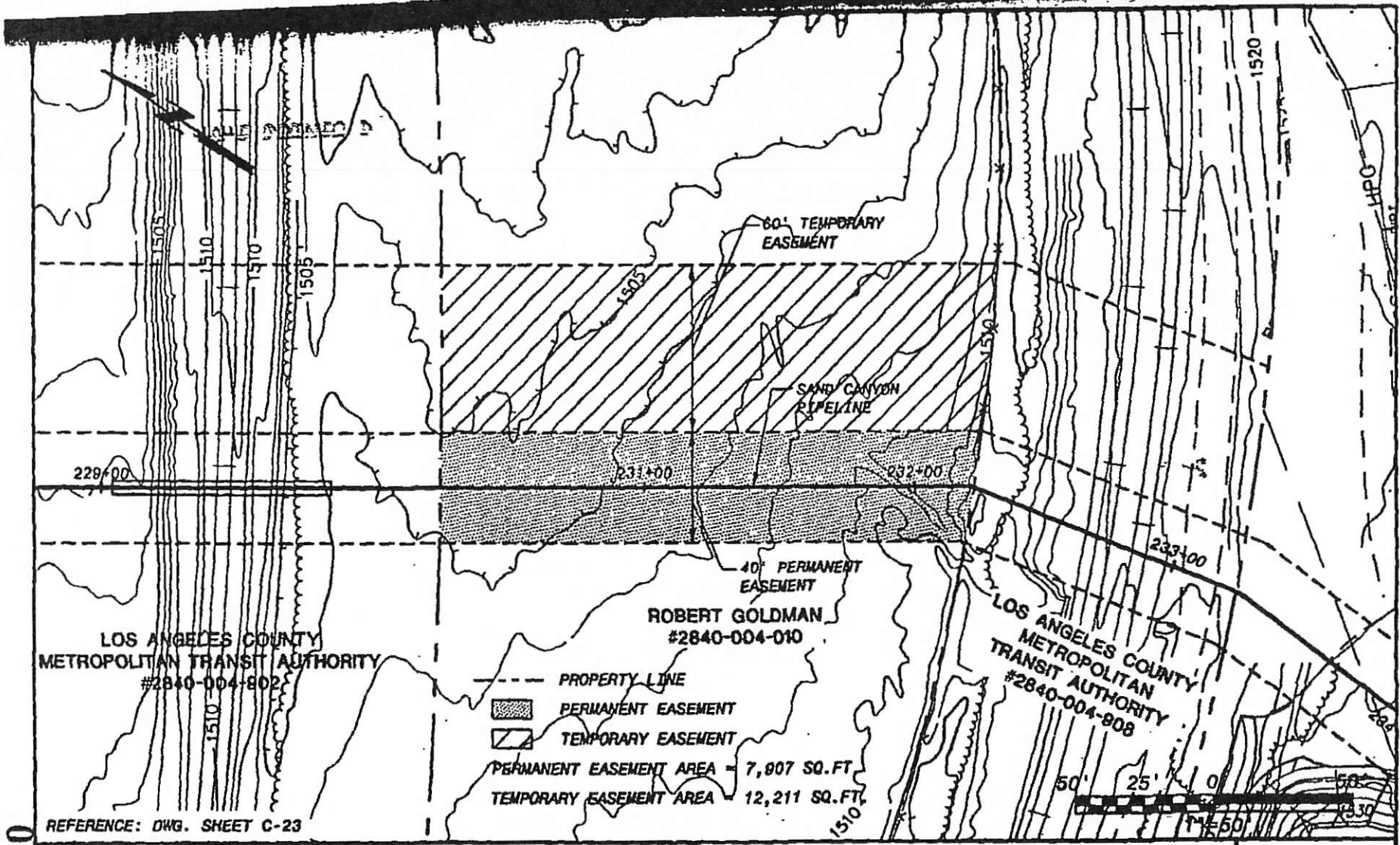
EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL



David A. Bush

SCALE 1" = 100'

06 0997584



REFERENCE: DWG. SHEET C-23

06 0997584



PROJECT
132554

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

**ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP**

FIGURE NO.

49

DRAWING.DWG

12/09/2003 15:04:04

8

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Exhibit 2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

*Exempt from fees pursuant to
Government Code Section 27383*

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

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

SPACE ABOVE LINE FOR RECORDER

GRANT OF EASEMENT

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

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

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

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

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

will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable, including replacing or repairing any asphalt or other existing road surfaces.

The Easement granted herein, the restrictions hereby imposed, and the covenants contained in this Grant of Easement shall be deemed an easement, restrictions, and covenants running with the land pursuant to California Civil Code Section 1468 and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor, and assigns.

This instrument shall inure to the benefit of, and be binding upon, the respective heirs, personal representatives, successors and assigns of Grantor and Grantee, respectively. Reference herein to Grantor and Grantee and its or their rights and obligations hereunder shall include reference to any successors in interest and assignees of Grantor and Grantee.

Subject to the rights of Grantee, covenants and restrictions contained herein, Grantor retains the right to use the Easement Property for any purpose that does not interfere with Grantee's use of the Easement and exercise of all rights and privileges herein.

Except with respect to Grantee's obligations when making excavations as set forth above, Grantor waives any right under Civil Code section 845, and any other right, to compel Grantee to repair, grade, surface or otherwise improve or maintain said Easement as a roadway or private right of way; provided, however, that to the extent Grantee constructs driveway improvements to access its facilities, or maintains above-ground appurtenances, such improvements and appurtenances shall be constructed and maintained in a manner consistent with Grantee's other facilities.

IN WITNESS WHEREOF, this instrument has been executed as of _____, 20_____.

GRANTOR

WOODSIDE HOMES

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

6

EXHIBIT 'A'

ROBERT GOLDMAN, ET. AL.

A STRIP OF LAND 40.00 FEET IN WIDTH, OVER THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO-MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE MARCH 29, 1877, AND BEING ALSO A PORTION OF PARCELS 1 AND 2 AS DESCRIBED IN THE GRANT DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF, DISTANT THEREON ALONG SAID NORTHERLY LINE SOUTH 89°42'49" EAST 965.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCELS 1 AND 2; THENCE SOUTH 0°29'01" WEST 38.14 FEET; THENCE SOUTH 33°00'01" EAST 831.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

EXCEPT THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO SOUTHERN PACIFIC COMPANY, RECORDED JANUARY 10, 1962, AS INSTRUMENT NO. 1783 OF OFFICIAL RECORDS OF SAID COUNTY.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 AND TO TERMINATE SOUTHEASTERLY IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 27,769 SQUARE FEET, MORE OR LESS.

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

OFFICIAL RECORDS SECTION

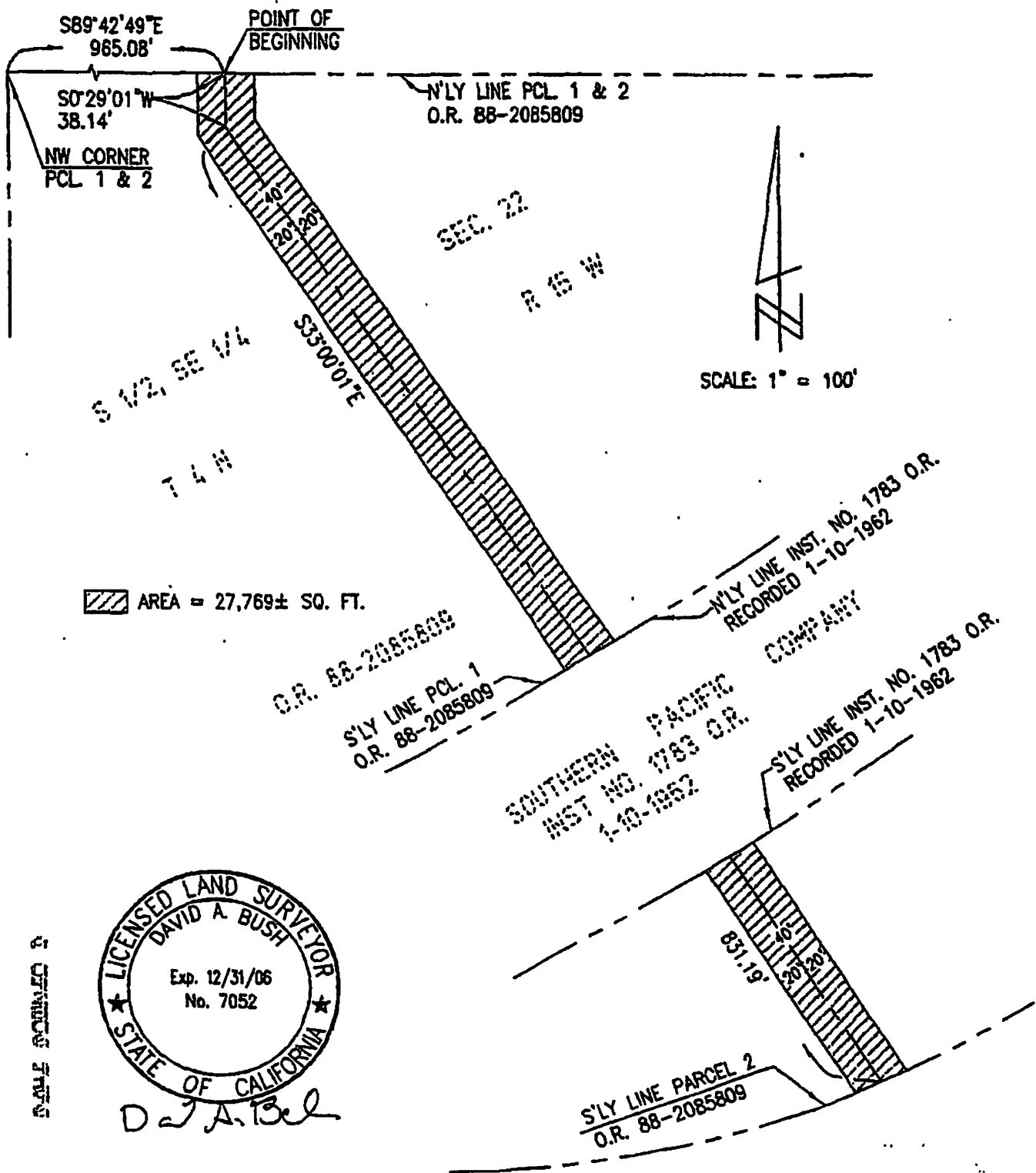


David A. Bush
1-9-04

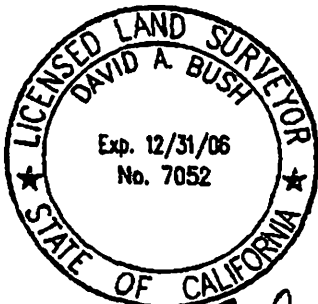
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EXHIBIT 'B'
ROBERT GOLDMAN, ET. AL.



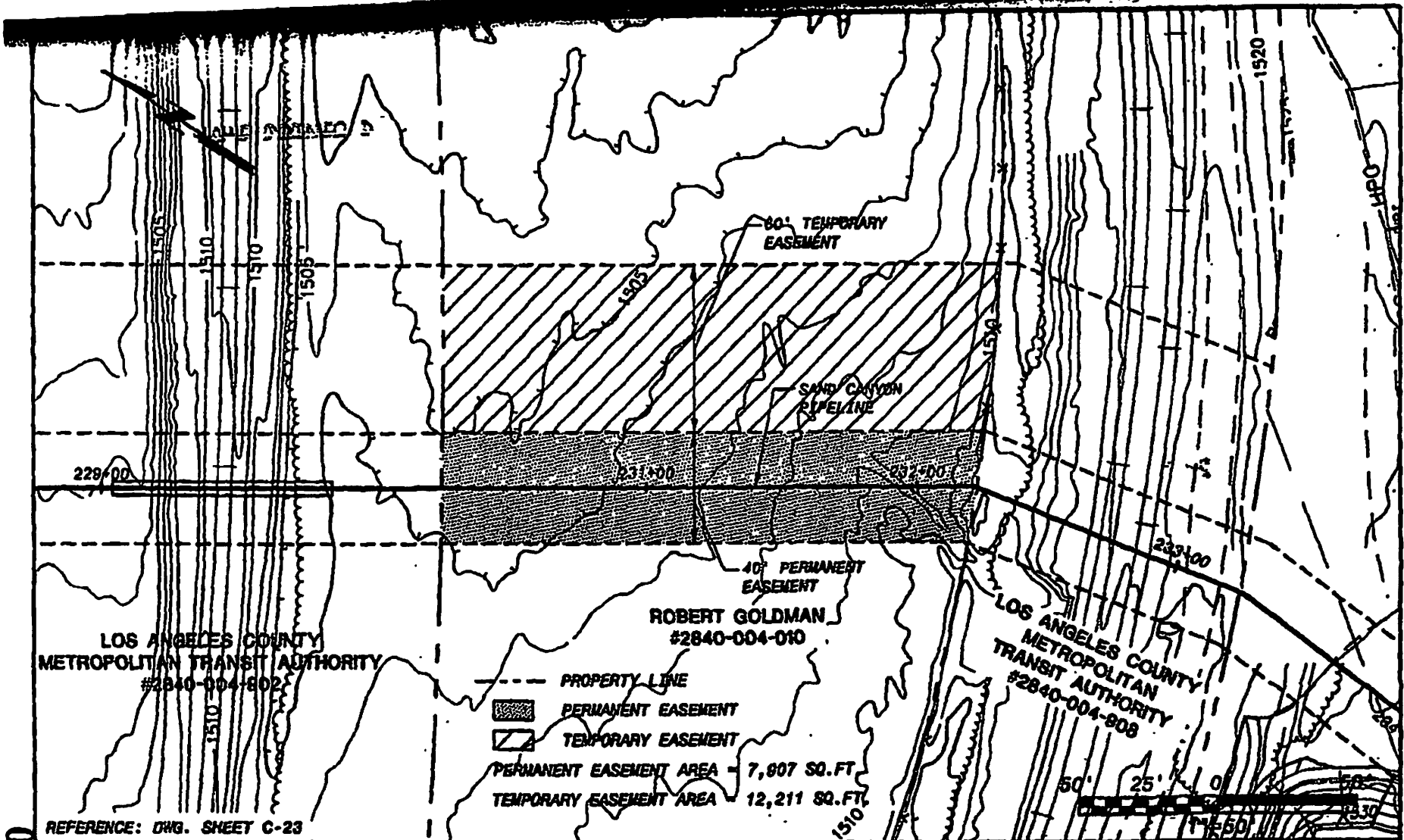
AREA = 27,769± SQ. FT.



D. A. Bush

SCALE 1" = 100'

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CASTAIC LAKE WATER AGENCY
SAND CANYON PIPELINE AND RESERVOIR

ROBERT GOLDMAN #2840-004-010
APPRAISAL MAP

12/09/2003 15:04:04

FIGURE NO.

49

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CERTIFICATE OF ACCEPTANCE
Pursuant to Section 27281 of the California Government Code

This is to certify that the interest in real property conveyed by the Grant of Easement, dated _____, 20__, from Woodside Homes to the Santa Clarita Valley Water Agency, a public agency organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clarita Valley Water Agency, pursuant to the authority conferred by Resolution No. SCV-04, adopted by the Santa Clarita Valley Water Agency's Board of Directors on January 2, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

SANTA CLARITA VALLEY WATER AGENCY

By _____
MATTHEW G. STONE, General Manager

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Exhibit 3

Recording requested by
and when recorded mail to:

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

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Exempt from recording fees under Gov. Code 27383.

RELEASE OF TEMPORARY CONSTRUCTION EASEMENT

The **Santa Clarita Valley Water Agency**, a California special act water agency (Chapter 833, Statutes of 2017; "Easement Holder"), as successor in interest to the Castaic Lake Water Agency, does hereby forever remise, release and forever quitclaims to Woodside 05S, LP, the Temporary Construction Easement condemned to the Easement Holder and described as Exhibit "B1" to the Amended Final Order of Condemnation recorded on May 5, 2006 as Instrument No. 06-0997584 in the Official Records, Recorder's Office, Los Angeles County. The Temporary Construction Easement is more particularly described and depicted in attached Exhibit "B1", which is fully incorporated herein by this reference.

IN WITNESS WHEREOF, on _____, 20_____, the **Santa Clarita Valley Water Agency**, a California special act water agency, has caused this instrument to be executed by its duly authorized officer.

Dated: _____

Santa Clarita Valley Water Agency

By: _____
Matthew G. Stone, General Manager

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____,
a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

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EXHIBIT "B1"

CLOYD & GOLDMAN

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED IN DEED RECORDED DECEMBER 30, 1988 AS INSTRUMENT NO. 88-2085809 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND, 60 FEET WIDE, THE WESTERLY AND SOUTHWESTERLY LINES OF WHICH ARE COINCIDENTAL WITH THE EASTERLY AND NORTHEASTERLY LINES OF THE STRIP OF LAND, 40 FEET WIDE, HEREBIN DESCRIBED AS EXHIBIT "A1".

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

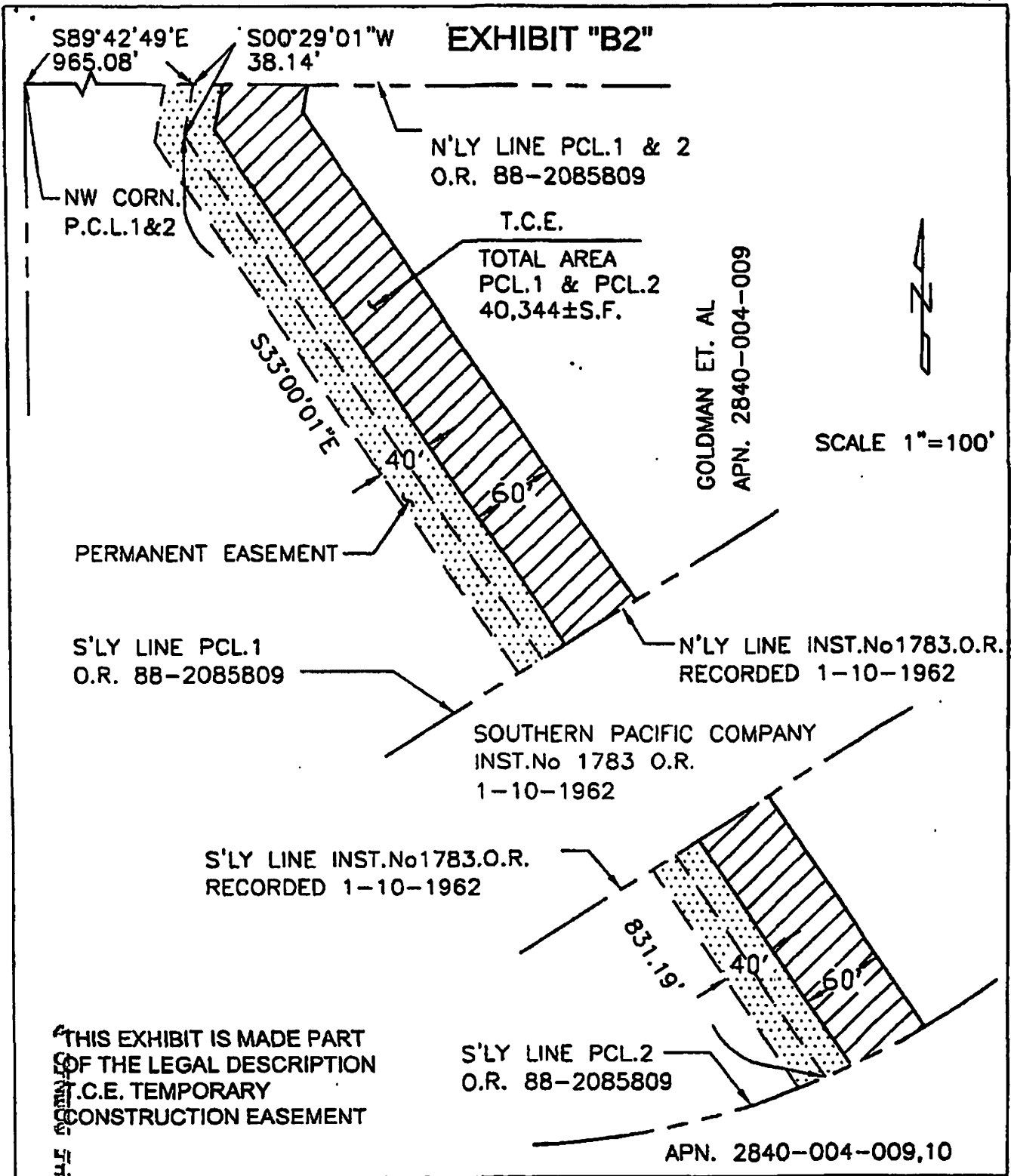
ALL AS SHOWN ON EXHIBITS "B2" ATTACHED HERETO AND MADE APART HEREOF.

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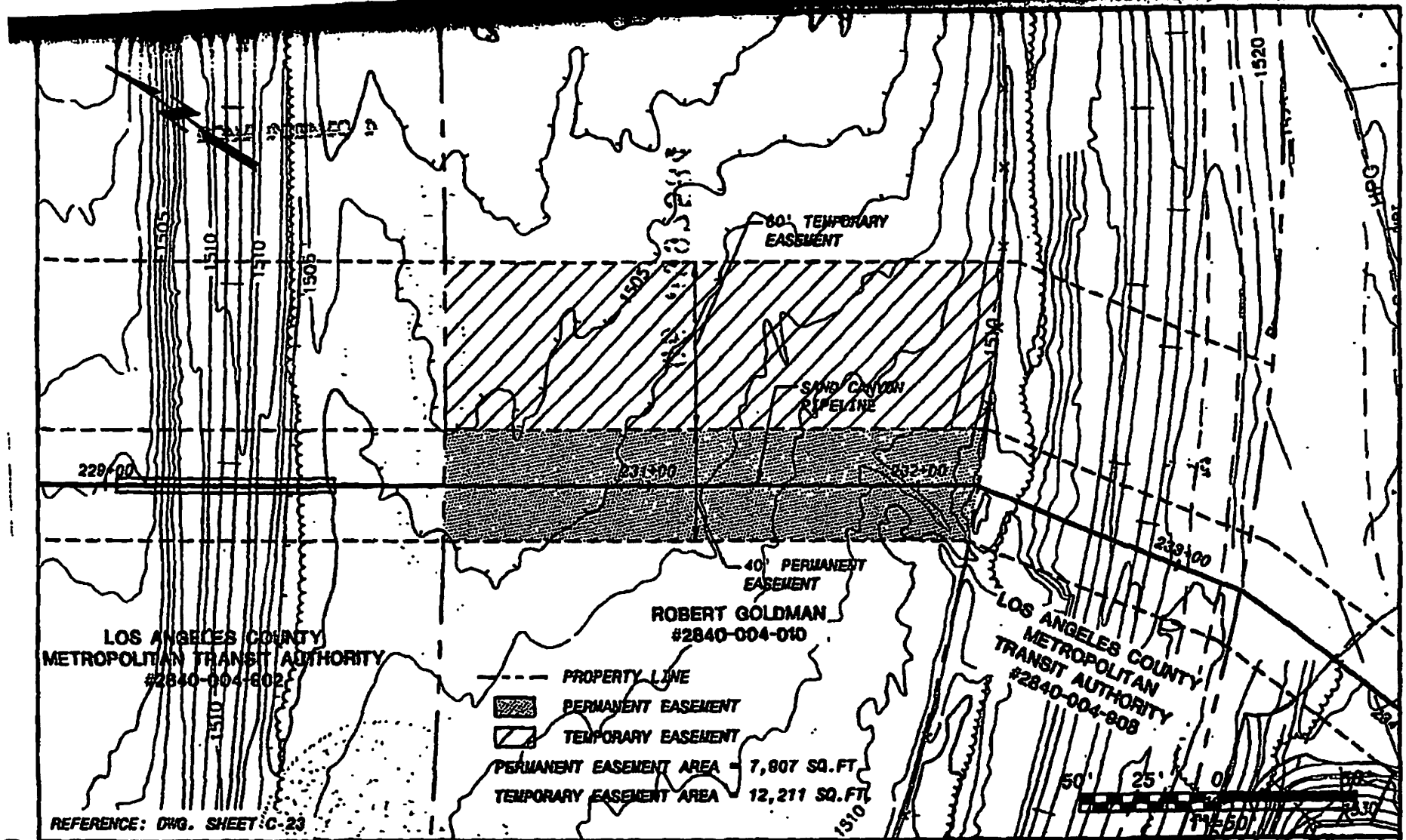
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THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION T.C.E. TEMPORARY CONSTRUCTION EASEMENT

CASTAIC LAKE WATER AGENCY SAND CANYON PIPE AND RESERVOIR		OWNER NAME : GOLDMAN, ET. AL APN 2840-004-009,010		DATE: 01-18-04	
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA, 92649		S 1/2 OF SE 1/4, SEC.22 T 4N, R 15W, SAN BERNARDINO MERIDIAN		SCALE: 1"= 100'	
CHECKED _____	DATE _____	COUNTY OF LOS ANGELES		REV. DATE	REV. No

06 0997584



06 0997584

BLACK & VEATCH
 Corporation
 PROJECT
 132654

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

**ROBERT GOLDMAN #2840-004-010
 APPRAISAL MAP**

**FIGURE NO.
 49**

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