COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

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GRACE ROBINSON HYDE
Chief Engineer and General Manager

March 1, 2019

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

SD-1 March 26, 2019

Board of Directors
Newhall Ranch Sanitation District
of Los Angeles County

CELIA ZAVALA
EXECUTIVE OFFICER

Directors:

The March 26, 2019 Newhall Ranch Sanitation District (NRSD) Board of Directors meeting agenda includes an item to: 1) hold the public hearing on the NRSD Engineer's Report, 2) Adopt the *Findings of Fact of the Board of Directors of the Newhall Ranch Sanitation District of Los Angeles County* for the NRSD Engineer's Report, and 3) approve and adopt the NRSD Engineer's Report.

At the March 11, 2014 NRSD Board meeting, the Board adopted a *Resolution Directing the Chief Engineer and General Manager to Prepare an Engineer's Report for the District* (Resolution) in accordance with the County Sanitation District Act, Health and Safety Code Section 4748. Health and Safety Code Section 4748 provides that the Board shall, by resolution, employ one or more sanitation engineers to make a survey of the problems of the District concerning sanitation, especially with reference to the matters of sewage collection, treatment, and disposal. The Resolution directed the staff to prepare and file with the Board an "Engineer's Report" setting forth: (a) a general description of existing facilities for sewage collection, treatment, and disposal; (b) a general description of the work proposed to be done to carry out the objectives of the District; (c) a general plan and general specifications of the work; (d) a general description of the property proposed to be acquired or damaged in carrying out the work; (e) a map showing the boundaries of the District and the general location of the work proposed to be done, property taken or damaged, and any other information useful to an understanding of the proposed work; and (f) an estimate of the cost of the proposed work. The Engineer's Report was prepared and meets the criteria set forth in the Resolution.

There are no existing facilities for collection treatment and disposal within NRSD. The plan for the work consists of gravity conveyance of wastewater from homes and businesses to a centralized Newhall Ranch Water Reclamation Plant (NRWRP) for treatment. The NRWRP will be located at the downstream end of the community adjacent to the Santa Clara River. Local sewers owned and operated by the local sewer maintenance district of the Los Angeles County Department of Public Works would drain to regional trunk sewers owned and operated by NRSD. Sewage from some initial developments will be temporarily pumped until the NRWRP is constructed. Construction of the NRWRP will be in phases as additional capacity is needed. The NRWRP will produce tertiary treated recycled water suitable for unrestricted reuse. The recycled water will either be reused in the community primarily for irrigation of parks and green belts or discharged to the Santa Clara River during periods of low usage.

The attached figure from the Engineer's Report depicts the necessary facilities. The estimated cost to construct the work proposed is approximately $140 million to be paid by the developer. Connection fees are estimated based on these costs. Sewer service charges are estimated such that the

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revenue will equal NRSD's ongoing expenses and the need to establish financial reserves in accordance with the District's financial policies.

The Board received the Engineer's Report at the December 11, 2018 Board meeting and set March 26, 2019, as the date of the public hearing. The next steps towards finalizing the NRSD Engineer's Report are for the Board to hold the public hearing, adopt the associated Findings of Fact, and consider approval and adoption of the NRSD Engineer's Report.

Please call me at (562) 908-4288, extension 1501, or Ray Tremblay at extension 2701, for any comments or questions.

Very truly yours,

Grace Robinson Hyde

GRH:RLT:ddg
Attachments

LEGEND

- Development Boundary
- Regional Drainage Area Boundary
- Newhall Ranch Specific Plan/ Sanitation District Boundary
- Existing Lift Station
- SCVSD, Gravity Main, Existing
- SCVSD, Gravity Main, Proposed

DPW Owned and Maintained

- Permanent Lift Station
- DPW, Gravity Main, Existing
- DPW, Force Main, Proposed
- DPW, Gravity Main, Proposed

NRSD Owned and Maintained

- Lift Station
- NRSD, Force Main
- NRSD, Gravity Main

Crossings

- Sewer Crossing SR-126 (CALTRANS)
- Sewer Siphon
- Sewer attached to bridge

NOTE:
ALL FACILITIES ARE PROPOSED UNLESS IDENTIFIED AS EXISTING.

PROPOSED FRANKLIN PARKWAY BRINE DISPOSAL SITE

TRAVEL VILLAGE

EXISTING CASTAIC PUMP PLANT

PROPOSED NLF DEMINERALIZATION FACILITIES

EXISTING VALENCIA WRP

PROPOSED NEWHALL RANCH MAIN TRUNK SEWER

PROPOSED NEWHALL RANCH WRP

CHIQUITA CANYON LANDFILL

COMMERCE BUSINESS CENTER

ENTRADA NORTH

ENTRADA SOUTH

MAGIC MOUNTAIN

MISSION VILLAGE

LANDMARK

HOMESTEAD NORTH

HOMESTEAD SOUTH

POTRERO

LEGACY

RIVER

CLARA

SANTA

CREEK

CASTAIC

POTRERO VALLEY ROAD

LOS ANGELES COUNTY

VENTURA COUNTY

del Valle Rd

Hasley Canyon Rd

Chiquito Canyon Rd

Henry Mayo Dr

Golden State Hwy

State Rte 126

Commerce Center Dr

Magic Mtn Pkwy

The Old Rd

Long Canyon Rd

Westridge Pkwy

Old Rock

Valencia Blvd

Poe Pkwy

NRSD 2T

NRSD 2T-Alt

NRSD 3T-Alt

NRSD 3T

NRSD 4T

NRSD Mission

DPW1

DPW2

DPW3

DPW5

DPW7

1

2

3

4

5

6

7

0 0.25 0.5 1 Miles

FIGURE 4–1

NEWHALL RANCH
SANITATION DISTRICT
FACILITIES

DEXTER WILSON ENGINEERING INC.
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Notice and Agenda

REGULAR MEETING — BOARD OF DIRECTORS — NEWHALL RANCH SANITATION DISTRICT

To be held in the HEARING ROOM
OF THE BOARD OF SUPERVISORS
Kenneth Hahn Hall of Administration, Los Angeles, California

TUESDAY		March 26, 2019		At 1:00 P.M.
BARGER	KUEHL	HAHN (Chairperson)	RIDLEY-THOMAS	SOLIS

1. Recommendation: Re: Newhall Ranch Specific Plan

   (a) Hold public hearing on Newhall Ranch Sanitation District (NRSD) Engineer's Report

   (b) Adopt *Findings of Fact of the Board of Directors of the Newhall Ranch Sanitation District of Los Angeles County* (Findings of Fact) pursuant to California Environmental Quality Act

   (c) Approve and adopt NRSD Engineer's Report

Adjourn

NEWHALL RANCH SANITATION DISTRICT
ENGINEER'S REPORT

November 2018

Prepared by:
Dexter Wilson Engineering, Inc.
2234 Faraday Avenue
Carlsbad, CA 92008

Job No. 721-012

ORGANIZATION OF THE NEWHALL RANCH SANITATION DISTRICT ENGINEERS REPORT

Volume I:

Section 1 – Introduction
Section 2 – Newhall Ranch Sanitation District
Section 3 – Wastewater Generation
Section 4 – Wastewater Conveyance System
Section 5 – Newhall Ranch Water Reclamation Plant
Section 6 – Effluent Management
Section 7 – Connection Fee and Sewer Service Charges

Volume II:

APPENDIX A:	**LAFCO Resolution on NRSD Formation**
APPENDIX B:	**Wastewater Management Services Agreement Between SCVSD (Formally District 26 and 32) and Newhall Land and Farming Company ("Interconnection Agreement") and 2017 JSSA Between SCVSD & NRSD with NLF Consent**
APPENDIX C:	**NRSD Drainage Basin Flow Calculations**
APPENDIX D:	**LACSD & LADPW Acceptance of the Revised Newhall Ranch Conceptual Sewer Master Plan**
APPENDIX E:	**NRSD Trunk Sewers Sizing Calculations**
APPENDIX F:	**NRSD Pump Station Peak Flows**
APPENDIX G:	**NRWRP Buildout Options**

Volume III:

Connection Fee and Service Charge Support Documentation

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Section 2 – Newhall Only Costs
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LIST OF ACRONYMS AND ABBREVIATIONS

CEQA.....California Environmental Quality Act
cfs……..……cubic feet per second
DWEI…… .....…Dexter Wilson Engineering, Inc.
edu…….....equivalent dwelling unit
EIR .....Environmental Impact Report
gpd…….…….....gallons per day
LACSD .....Sanitation Districts of Los Angeles County
LADPW .....Los Angeles County Department of Public Works
LAFCO .....Los Angeles Local Agency Formation Commission
NRWRP .....Newhall Ranch Water Reclamation Plant
NLF .....Newhall Land and Farming Company
NRSD..... Newhall Ranch Sanitation District of Los Angeles County
NPDES..... National Pollutant Discharge Elimination System
RWQCB..... Regional Water Quality Control Board
SCVSD.....Santa Clarita Valley Sanitation District
USEPA…….United States Environmental Protection Agency

VOLUME I

1.1 INTRODUCTION

In July 2006, the Local Agency Formation Commission (LAFCO) for Los Angeles County certified the formation of the Newhall Ranch Sanitation District of Los Angeles County (NRSD). The Los Angeles County Board of Supervisors (BOS) confirmed its formation on January 18, 2011. Copies of these resolutions are included in Appendix A. NRSD was formed to provide wastewater management service to the Newhall Ranch Specific Plan area in accordance with requirements placed on the project by the County of Los Angeles. The NRSD boundaries were established based on the development area identified in the Newhall Ranch Specific Plan approved by the BOS in May 2003. Pursuant to state law, the BOS serves as the Board of Directors to NRSD. NRSD is one of 24 independent sanitation districts in Los Angeles County signatory to the Joint Administration Agreement, under which all 24 districts share a common staff. Collectively, the 24 districts are known as the Los Angeles County Sanitation Districts (LACSD) and, as such, LACSD staff serves NRSD also. This report was prepared to comply with the California Health and Safety Code Section 4748, which requires an Engineer's Report be prepared for all new sanitation districts.

Overview Map of the Los Angeles County Sanitation Districts

1.2 PURPOSE

The purpose of this report is to provide an overview of recommended NRSD sewerage facilities, including estimated costs and a plan for financing development. Specifically, this report projects the quantity of wastewater to be managed and the required facilities for conveyance, treatment, and disposal of Newhall Ranch wastewater.

1.3 NEWHALL RANCH SPECIFIC PLAN

The Newhall Ranch Specific Plan allows for the construction of 22,038 residential units and over 5 million square feet of commercial space on 11,964 acres. The current NRSD boundaries incorporate the entire 11,964 acres.

1.3.1 Environmental Impact Report

The Environmental Impact Report (EIR) for the Newhall Ranch Specific Plan was certified in May 2003. The EIR provides project-level CEQA analysis for a 6.8 million gallons per day (mgd) treatment plant that would serve Newhall Ranch, the Newhall Ranch Water Reclamation Plant (NRWRP).

The EIR also provides program-level analysis of the conceptual sewerage system layout to serve the Specific Plan. Project-level planning for each village within the Specific Plan will result in final sewer pipeline and pump station locations; additional CEQA compliance will be conducted as required.

1.3.2 Agreement with Santa Clarita Valley Sanitation District

In January 2002, Sanitation Districts Nos. 26 and 32, now consolidated into the Santa Clarita Valley Sanitation District (SCVSD), and the Newhall Land and Farming Company (NLF), entered into an agreement to coordinate wastewater management services for the Newhall Ranch Specific Plan Development. This agreement, known as the "Interconnection Agreement," provides for NLF to permit, design, construct, and finance the initial NRSD infrastructure. A copy of this agreement is attached in Appendix B. Under the Interconnection Agreement, SCVSD may elect to "upsize" certain NRSD facilities to provide capacity for future SCVSD needs. No firm decisions have been made by SCVSD relative to how much, if any, future SCVSD flow would be treated at the NRWRP. Consequently, this report focuses on the size of needed facilities without future SCVSD flow and only touches on the NRWRP buildout capacity and ability to take future SCVSD flow.

A requirement of the Interconnection Agreement is for NRSD and SCVSD to enter an agreement regarding the ownership and operation of facilities. The agencies entered into this Joint Sewer Services Agreement (JSSA), as consented by NLF, in 2017. A copy of the agreement and consent are attached in Appendix B.

1.3.3 County Board of Supervisors Approval Conditions

To date, the Tentative Tract Maps for the Landmark and Mission Villages of the Specific Plan have been approved. The BOS wastewater-related approval conditions are described below.

Conditions for Landmark Village (VTTM 53108) and Mission Village (VTTM 61105) require implementation of an interim demineralization facility for chloride reduction if Newhall Ranch wastewater is treated at the Valencia Water Reclamation Plant (VWRP) prior to construction of the NRWRP. This facility, if needed, will be constructed by NLF, or its designee, at NLF's cost.

Conditions for Landmark Village (VTTM 53108) and Mission Village (VTTM 61105) require that prior to Newhall Ranch obtaining a building permit for development exceeding 3,000 equivalent dwelling units (edu), the site grading and bank protection of the NRWRP site and the utility corridor shall be complete. Further, prior to obtaining a building permit for development exceeding 4,000 edu, construction of the initial phase of the NRWRP must begin. Finally, construction shall be complete on or before the date that construction of the 6,000th edu within Newhall Ranch is completed.

2.1 NRSD OVERVIEW

Figure 2-1 shows the NRSD boundary, as well as the boundaries of Newhall Ranch developments. The NRSD service area lies north and south of State Route 126 along the Santa Clara River, with the Santa Clara River being the topographic low point of the service area. The western boundary of NRSD is formed by the county line between the County of Los Angeles and the County of Ventura. The eastern boundary is approximately ½ mile west of I-5. Relative to the Santa Clara River, the District extends approximately 2 miles north and 2½ miles south at its furthest point.

2.2 DRAINAGE AREA AND SPHERE OF INFLUENCE

A sanitation district's sphere of influence represents the district's potential service area. The NRSD sphere of influence is the same as the NRSD boundary established in the Newhall Ranch Specific Plan.

It is recommended that NRSD and SCVSD maximize the gravity conveyance of wastewater and thereby minimize the costs and risks associated with pumping wastewater. Under this approach, wastewater from most Newhall Ranch developments would gravity drain to the NRWRP for treatment and a small portion from Newhall Ranch's Mission Village development would gravity drain to the SCVSD's VWRP). Similarly, communities within the SCVSD sphere of influence that would not gravity drain to a SCVSD water reclamation plant and do not already have a pumping system would gravity drain to the NRWRP. If this approach is implemented, payments between sanitation districts for these cross-boundary flows are addressed in the JSSA, executed in December 2017 and included in Appendix B.

The community of Val Verde lies north of Newhall Ranch and is not within the sphere of influence of NRSD or SCVSD. In an agreement between NLF and the Val Verde Civic Association, NLF has agreed to reserve sewer capacity including oversizing sewers, for existing and planned land uses that are tributary by gravity flow to the NRWRP to potentially accommodate Val Verde flows. At this time, no specific request for sewerage service has been made by Val Verde.

Accommodation of Val Verde or SCVSD (or portions thereof) in NRSD facilities (and vice versa) will be subject to regulatory requirements (CEQA and otherwise).

2.3 VALENCIA WRP INTERIM USE

The Interconnection Agreement and JSSA allow for up to 6,000 capacity units (i.e., equivalent dwelling units) from Newhall Ranch to be temporarily discharged to the SCVSD's VWRP, subject to certain conditions such as payment of appropriate connection fees. The temporary use of the VWRP addresses practical engineering considerations such as the need to build up an adequate and steady flow of wastewater before startup of the NRWRP.

Conditions in the BOS Tentative Tract Map Approval for Landmark Village (VTTM 53108) and Mission Village (VTTM 61105) require implementation of an interim demineralization facility for chloride reduction if Newhall Ranch wastewater is treated at the VWRP. The demineralization facility would take treated effluent from the VWRP and remove chlorides using advanced treatment (e.g., reverse osmosis). The removed chlorides would be properly disposed of (see Section 5.34 for more details). The clean water would be returned to the VWRP for reuse or discharge to the Santa Clara River. The amount of flow treated at the demineralization facility would be such that Newhall Ranch wastewater treated at the VWRP and discharged to the Santa Clara River would have a chloride concentration less than 100 mg/L, which is the chloride limit in the NRWRP NPDES permit. NLF will construct the interim demineralization facility to serve Newhall Ranch at its expense. NLF will be responsible for securing operation of the facility.

LEGEND

- Newhall Ranch Specific Plan/ NRSD Boundary/ NRSD Service Area
- Development Boundary
- NRSD Service Area Dedicated to Open Space

PROPOSED NEWHALL RANCH MAIN TRUNK SEWER

PROPOSED NEWHALL RANCH WRP

EXISTING CASTAIC PUMP PLANT

EXISTING VALENCIA WRP

CHIQUITA CANYON LANDFILL

COMMERCE CENTER BUSINESS

CA ST AQC

CREEK

TRAVEL VILLAGE

ENTRADA NORTH

MAGIC MOUNTAIN

ENTRADA SOUTH

LEGACY

HOMESTEAD NORTH

HOMESTEAD SOUTH

POTRERO

LANDMARK

MISSION

CLARA

SANTA

RIVER

LOS ANGELES COUNTY

VENTURA COUNTY

del Valle Rd

Golden State Hwy

Copper Hill Dr

Decoro Dr

McBean Pkwy

Rye Canyon Rd

Newhall Ranch Rd

State Rte 126

Magic Mountain Pkwy

Valencia Blvd

THE OLD ROAD

Edison Rd

The Old Rd

Poe Pkwy

Stevenson Ranch Pkwy

Pico Canyon Rd

Lyons Ave

Chiquella Ln

Wiley Canyon Rd

CITY OF SANTA CLARI

126

5

N W E S

0 0.375 0.75 1.5 Miles

FIGURE 2–1

NEWHALL RANCH SANITATION DISTRICT BOUNDARY

DEXTER WILSON ENGINEERING INC.
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3.1 WASTEWATER GENERATION OVERVIEW

The purpose of this section is to present wastewater flow projections that the NRSD sewerage system must handle. The flow generation factors, equations to convert between average and peak flow, and detailed calculations to summarize the flows within a drainage area can be found in the *Newhall Ranch Main Trunk Sewer Flow Study* prepared by Dexter Wilson Engineering, dated April 18, 2011 and approved by LACSD in July 2011. Flows presented in this 2018 document follow the same methodology, but are based on the most current tentative maps and planning studies for the land developments.

Table 3-1 presents the estimated sewage flow from each of the villages within the Newhall Ranch Specific Plan and NRSD (the detailed tables for each development village can be found in Appendix C).

TABLE 3-1
SUMMARY OF SPECIFIC PLAN FLOWS

Development Village	Average Flow, mgd
Landmark	0.37
Mission	0.97
Homestead	1.61
Potrero	1.50
TOTAL	**4.45**

The NRSD service area is divided into seven drainage areas based on topography, as shown in Figure 3-1. Figure 3-1 also shows the common boundary of Newhall Ranch Sanitation District and the Newhall Ranch Specific Plan.

Using parcel information from current tentative maps and planning studies, the wastewater flow from each parcel was estimated using a flow generation factor appropriate to the land use designation. The flows from each parcel within a drainage area are then summed to determine the drainage area flow. These drainage area flows were used to size the conveyance system, including the Newhall Ranch Main Trunk Sewer and, ultimately, the NRWRP. Projected wastewater flows for each NRSD drainage area are summarized in Table 3-2.

The following scenarios were analyzed in the 2011 Newhall Ranch Main Trunk Sewer Flow Study: 1) Newhall Only, 2) Newhall plus Val Verde, 3) Newhall plus Val Verde and Cross Boundary Flows, and 4) Newhall plus Val Verde, Cross-Boundary Flows and excess SCVSD ultimate flow. Since decisions to serve Val Verde, and treat excess SCVSD flows have not been made, the flows in Table 3-1 and the remainder of the report only address the infrastructure needed for the Newhall Ranch Specific Plan (Newhall Only scenario).

TABLE 3-2
SUMMARY OF NRSD SEWAGE FLOWS

Drainage Area*	Sewage Flows, mgd	
	Peak **	Average
1	2.91	1.16
2	0.48	0.16
3	0.75	0.26
4	5.83	2.50
5	0.70	0.24
6	0.07	0.02
7	0.34	0.11
TOTAL	**9.84**	**4.45**

*Drainage areas 1-7 are portions of the areas labeled 2, 5, 7, 8, 9, 10, 11, respectively, in the Newhall Ranch Main Trunk Sewer Sizing Study. See tables in Appendix C of this report.

**Determined using the peaking factor equation from Newhall Ranch Main Trunk Sewer Sizing Study.

LEGEND

- Newhall Ranch Main Trunk Sewer
- Newhall Ranch Specific Plan/ NRSD Boundary/ NRSD Service Area
- Drainage Area Boundary
- Development Boundary
- NRSD Service Area Dedicated to Open Space
- 1 NRSD Drainage Area Boundary

N
W E
S

VAL VERDE
del Valle Rd
PROPOSED NEWHALL RANCH MAIN TRUNK SEWER
TRAVEL VILLAGE
EXISTING CASTAIC PUMP PLANT
CASTAIC CREEK
COMMERCE CENTER BUSINESS CENTER
ENTRADA NORTH
Decoro Dr
Copper Hill Dr
Newhall Ranch Rd
McBean Pkwy
EXISTING VALENCIA WRP
CHIQUITA CANYON LANDFILL
MAGIC MOUNTAIN
RIVER
MISSION
LANDMARK
CLARA
SANTA
HOMESTEAD NORTH
HOMESTEAD SOUTH
ENTRADA SOUTH
Magic Mtn Pkwy
Long Canyon Rd
Poe Pkwy
LEGACY
Valencia Blvd
POTRERO
THE OLD ROAD
State Rte 126
CITY OF SANTA CLARITA
Stevenson Ranch Pkwy
Wiley Canyon Rd
Lyons Ave
Chiquella Dr
PROPOSED NEWHALL RANCH WRP
LOS ANGELES COUNTY
VENTURA COUNTY
1 2 3 4 5 6 7
5
126

0 0.5 1 2 Miles

FIGURE 3–1

NEWHALL RANCH
SANITATION DISTRICT
DRAINAGE AREAS

DEXTER WILSON ENGINEERING INC.
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4.1 CONVEYANCE SYSTEM OVERVIEW

The purpose of this section is to provide an overview of the proposed Newhall Ranch conveyance system infrastructure, as shown in Figure 4-1, including sewers to be operated by NRSD and other sewers to be operated by the Los Angeles Department of Public Works (LADPW). The sewer system would consist of local sewers, trunk sewers, pump stations, and the Newhall Ranch Main Trunk Sewer. Sewage from each drainage area would flow to the Newhall Ranch Main Trunk Sewer, which would convey the flow to the NRWRP, as shown on Figure 4-1. Within some of the drainage areas, lift stations would be necessary to convey sewage flows to a nearby trunk sewer. The following sections detail these facilities and their ownership.

4.2 JURISDICTIONAL CONSIDERATIONS

The Newhall Ranch conveyance system would consist of regional trunk sewers and smaller local sewers. The regional trunk sewers and treatment plant would be owned and maintained by NRSD while the local sewers would be owned and maintained by the local sewer maintenance district of the Los Angeles County Department of Public Works (LADPW). This split in responsibilities where the sanitation district is responsible for the regional trunk sewers and treatment plant is typical in Los Angeles County and derives from Section 4806 of the California Health and Safety Code, which prohibits county sanitation districts from raising money for local sewers. The ownership and operation are further defined in the January 21, 2016 Conceptual Sewer Master Plan Addendum. The Addendum and its approvals can be found in Appendix D. Figure 4-1 shows the Newhall Ranch conveyance system and illustrates the ownership of the respective facilities. Facility design and construction will adhere to the requirements of the agency having jurisdiction.

4.3 TEMPORARY NRSD LIFT STATIONS

Sewage from initial Newhall Ranch developments may have to be temporarily pumped to the VWRP until the NRWRP has been constructed and started up. The Interconnection Agreement and JSSA provide for this temporary treatment of Newhall Ranch sewage, provided NLF complies with all of the requirements and conditions previously imposed by the BOS. In such a case, a temporary pump station and force main would be constructed. Figure 4-1 shows three possible (and alternative) locations for a temporary pump station (labeled as 2T, 2T-Alt, 3T, 3T-Alt, and 4T). If needed, the temporary pump stations and their force mains would be constructed by NLF and would be maintained by NRSD. Only one temporary lift station north of the Santa Clara River (2T, 3T, 3T-Alt, or 4T) would be in service at any one time.

LEGEND

- Development Boundary
- Regional Drainage Area Boundary
- Newhall Ranch Specific Plan/ Sanitation District Boundary
- Existing Lift Station
- SCVSD, Gravity Main, Existing
- SCVSD, Gravity Main, Proposed

DPW Owned and Maintained

- Permanent Lift Station
- DPW, Gravity Main, Existing
- DPW, Force Main, Proposed
- DPW, Gravity Main, Proposed

NRSD Owned and Maintained

- Lift Station
- NRSD, Force Main
- NRSD, Gravity Main

Crossings

- Sewer Crossing SR-126 (CALTRANS)
- Sewer Siphon
- Sewer attached to bridge

NOTE:
ALL FACILITIES ARE PROPOSED UNLESS IDENTIFIED AS EXISTING.

PROPOSED FRANKLIN PARKWAY BRINE DISPOSAL SITE

TRAVEL VILLAGE

EXISTING CASTAIC PUMP PLANT

PROPOSED NLF DEMINERALIZATION FACILITIES

EXISTING VALENCIA WRP

PROPOSED NEWHALL RANCH MAIN TRUNK SEWER

PROPOSED NEWHALL RANCH WRP

CHIQUITA CANYON LANDFILL

COMMERCE BUSINESS CENTER

ENTRADA NORTH

ENTRADA SOUTH

MAGIC MOUNTAIN

MISSION VILLAGE

LANDMARK

HOMESTEAD NORTH

HOMESTEAD SOUTH

POTRERO

LEGACY

RIVER

CLARA

SANTA

CREEK

CASTAIC

POTRERO VALLEY ROAD

LOS ANGELES COUNTY

VENTURA COUNTY

del Valle Rd

Hasley Canyon Rd

Chiquito Canyon Rd

Henry Mayo Dr

Golden State Hwy

State Rte 126

Commerce Center Dr

Magic Mtn Pkwy

The Old Rd

Long Canyon Rd

Westridge Pkwy

Old Rock

Valencia Blvd

Poe Pkwy

NRSD 2T

NRSD 2T-Alt

NRSD 3T-Alt

NRSD 3T

NRSD 4T

NRSD Mission

DPW1

DPW2

DPW3

DPW5

DPW7

1

2

3

4

5

6

7

0 0.25 0.5 1 Miles

FIGURE 4–1

NEWHALL RANCH
SANITATION DISTRICT
FACILITIES

DEXTER WILSON ENGINEERING INC.
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4.4 DESCRIPTION OF MAJOR SEWERS AND PUMP STATIONS

Table 4-1 provides a description of the proposed trunk sewers for each NRSD drainage area. These flows may be revised as the land use plans of the developments within NRSD are further refined.

TABLE 4-1
NRSD TRUNK SEWERS SIZING

Drainage Area Served	Description	Village Served	Average Flow, mgd	Peak Flow, mgd	Peak Flow, cfs	Size, inches	Length, feet
1-7	Newhall Ranch Main Trunk Sewer	All of Newhall Ranch, no cross-boundary flows	1.16 – 4.45	2.91 – 9.84	4.50 – 15.23	18" – 24"	21,644
1	Commerce Center Dr Trunk Sewer	Mission, Homestead	1.16	2.91	4.50	18"	7,400
3	Chiquito Canyon Rd Trunk Sewer	Homestead	0.26	0.75	1.16	15"	7,400
4	Long Canyon Rd Trunk Sewer	Homestead, Landmark	1.00	2.54	3.94	18"	15,200

See Appendix E for additional detail.

Table 4-2 provides a description of the proposed pump stations. These flows may be revised as the land use plans of the developments within NRSD are further refined and design of each station begins.

TABLE 4-2
PUMP STATIONS WITHIN NRSD BOUNDARIES

Pump Station Number	Drainage Area Served	Owner	Permanent or Temporary	Peak Flow to Station*	
				cfs	gpm
NRSD 2T**/ 2T ALT	1	NRSD	Temporary	3.5 [1]	1,557
NRSD 3T ALT**	1-4	NRSD	Temporary	4.0 [1]	1,814
NRSD 3T**	1-4	NRSD	Temporary	5.9 [2]	2,644
NRSD 4T**	1-7	NRSD	Temporary	5.9 [2]	2,644
NRSD Mission ***	-	NRSD	Permanent	1.3	575
LADPW 1	1	LADPW	Permanent	0.5 [3]	234
LADPW 2	1	LADPW	Permanent	1.7 [3]	759
LADPW 3	1	LADPW	Permanent	1.5 [3]	651
LADPW 5	4	LADPW	Permanent	2.3 [4]	1,046

TABLE 4-2
PUMP STATIONS WITHIN NRSD BOUNDARIES

Pump Station Number	Drainage Area Served	Owner	Permanent or Temporary	Peak Flow to Station*	
				cfs	gpm
LADPW 7	7	LADPW	Permanent	0.6[4]	283

[1] Source: Appendix F, based on 4-18-11 *Newhall Ranch Main Trunk Sewer Flow Study* methodology with 2018 land planning update to calculate flows.

[2] Source: Appendix F, equivalent to 6,000 sewage units at 260 gpd/unit.

[3] Source: Appendix F, based on 10-2007 Mission Village Sewer Area Study.

[4] Source: Appendix F, based on Newhall Ranch Specific Plan.

* Peak flows for NRSD stations are based on LACSD factors. Peak flows for LADPW stations are based on LADPW factors.
** Only one of these pump stations would be in service at any time.
*** Pumps southeast corner of Mission Village (avg flow of 0.29 mgd) to Drainage Area 1.

5.1 NEWHALL RANCH WATER RECLAMATION PLANT OVERVIEW

The purpose of this section is to describe the proposed NRWRP, as currently envisioned, including the key design parameters and plant components. The following description of the NRWRP establishes the basis for the cost estimates presented in Section 7, which are the main components of the projected connection fee and service charge presented in Section 7.

BOS Conditions of Approval for Landmark and Mission Villages require NRWRP site grading and bank protection to be complete by the 3,000th edu, construction started by the 4,000th edu and complete by the 6,000th edu. Projecting the startup date for the NRWRP is difficult, but could be 5 to 10 years into the future. Design of the NRWRP will not advance until the needed NRWRP startup date is more clearly defined. Consequently, the following discussion should be regarded as preliminary and subject to change based on renewed design efforts and permitting, and technological and economic considerations at that time.

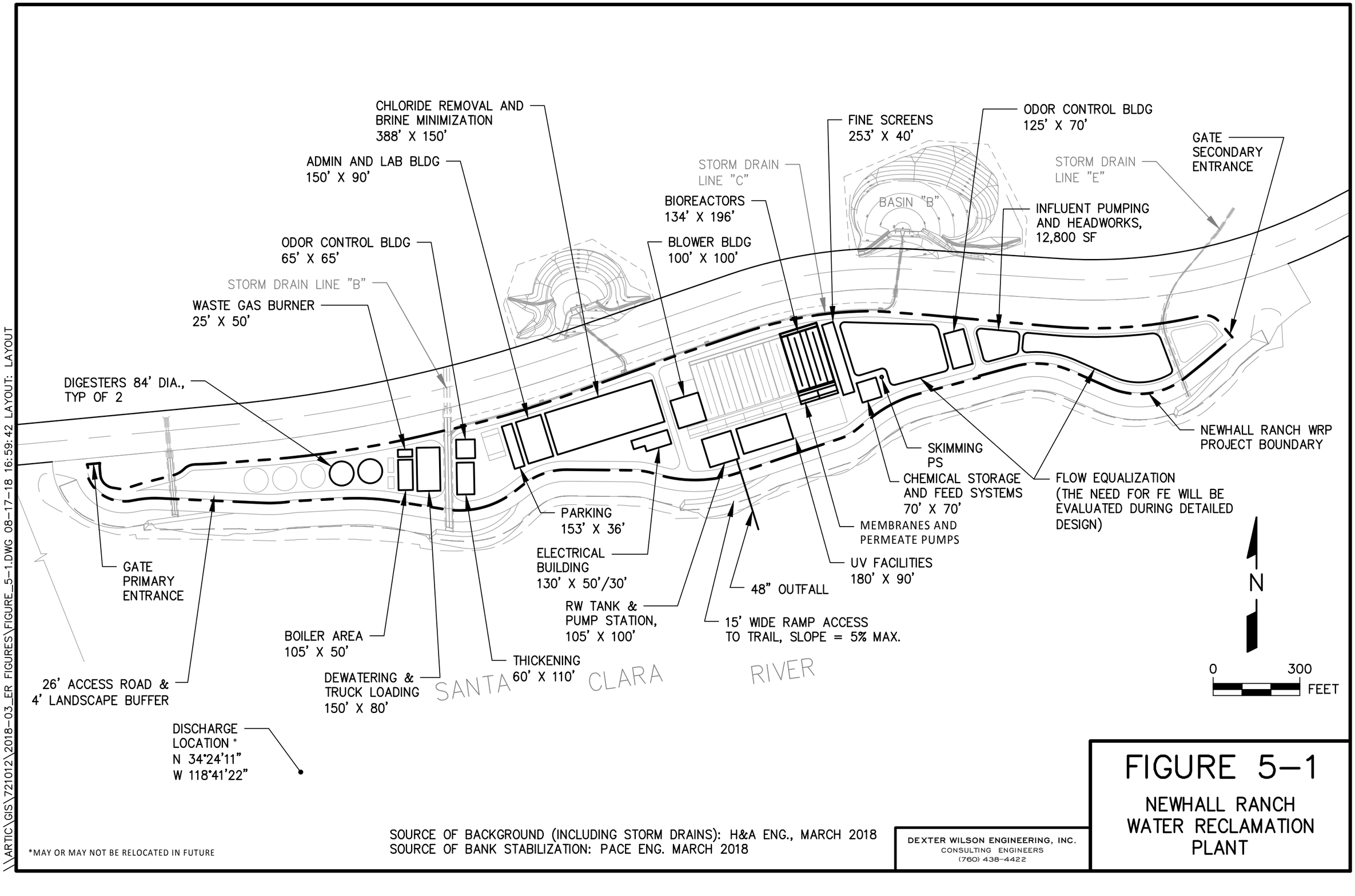
The NRWRP would be located adjacent to the Santa Clara River at the west side of the NRSD sphere of influence as shown in Figure 2-1. The NRWRP would provide advanced wastewater treatment consisting of biological treatment, filtration, chloride removal using reverse osmosis (or similar demineralization technology), and disinfection using UV light. Treated effluent would be used throughout the surrounding community for landscape irrigation and other approved uses or discharged to the Santa Clara River.

5.1.1 Phasing

The NRWRP may be built in phases, where the initial phase accommodates Newhall Ranch, or a portion thereof. The plant could also be expanded to serve the needs of Val Verde or Santa Clarita Valley as discussed in Section 2.2 (subject to the appropriate regulatory approvals, which would not be the responsibility of NRSD). Adding Val Verde flows to the NRSD flows would increase the capacity of the NRWRP by 1.3 mgd. Adding the ultimate SCVSD flow and not assuming any expansion of SCVSD plants would add 17.6 mgd. Thus, the maximum potential NRWRP treatment need is currently projected at 23.4 mgd. For planning purposes, a 23.4 mgd NRWRP layout using the entire NRWRP property was prepared using membrane bioreactor (MBR) technology and is included in Appendix G. Additionally, earlier planning efforts indicated that the NRWRP site could accommodate a 32 mgd plant using more conventional secondary and tertiary treatment technology or up to 42 mgd using MBR technology. Thus, there is sufficient space on the NRWRP property to handle SCVSD's ultimate projected flow in excess of current SCVSD treatment capacity. The remainder of this chapter (as well as Chapter 7) discusses a plant which is sized to accommodate NRSD's sphere of influence. A site plan for the NRWRP is shown in Figure 5-1 and is based upon expansion to the 23.4 buildout MBR facility provided in Appendix G. Figure 5-1 forms the basis for the cost estimates provided herein.

5.1.2 Site Conditions

The NRWRP site is located immediately south of State Highway 126, north of the Santa Clara River, and immediately east of the Ventura/Los Angeles County line. The site is generally flat, with a slight grade sloping downward towards the Santa Clara River. The site is currently in



*MAY OR MAY NOT BE RELOCATED IN FUTURE

SOURCE OF BACKGROUND (INCLUDING STORM DRAINS): H&A ENG., MARCH 2018
SOURCE OF BANK STABILIZATION: PACE ENG. MARCH 2018

DEXTER WILSON ENGINEERING, INC.
CONSULTING ENGINEERS
(760) 438-4422

FIGURE 5-1

NEWHALL RANCH WATER RECLAMATION PLANT

\\ARTIC\GIS\721012\2018-03_ER FIGURES\FIGURE_5-1.DWG 08-17-18 16:59:42 LAYOUT: LAYOUT

agricultural use. Main access to the site would be provided from State Highway 126 at the west end of the site, with secondary access provided at the east end.

Flow in the Santa Clara River varies considerably between dry and stormy periods. Flood protection is planned for the NRWRP site by construction of a bank protection system, which would form the southern plant boundary. In addition to preventing flooding, the bank protection, or stabilization, would also include a public pedestrian trail along its top edge and a corridor for below ground utilities.

Storm water drainage from north of the plant, including drainage from State Highway 126, would be collected and conveyed under the site to discharge to the Santa Clara River through LADPW drainage facilities. Storm water from the NRWRP will be managed in accordance with the California General Permit for Storm Water Discharges Associated with Industrial Activities (NPDES Order CAS000001) to prevent discharge of industrial pollutants in storm water to receiving waters. Capture and management of storm water will be consistent with County MS4 permit at the time of construction and as otherwise required by the MS4 and NLF WDR (including, but not limited, to capturing the first flush of storm water, pumping it to the headworks, and treating it through the treatment plant process). Industrial materials at NRWRP would be managed to prevent exposure to storm water runoff in accordance with the permit.

5.2 WASTEWATER CHARACTERISTICS AND REQUIREMENTS

5.2.1 Design Flows

The NRWRP would be designed using the peaking factors listed in Table 5.1 (from the November 2007 *Conceptual Design Report* for the NRWRP developed by CH2M HILL in coordination with LACSD).

TABLE 5-1
DESIGN FLOWS

Flow	Peaking Factors
Maximum Monthly Flow (Design Flow), mgd	1.1 x AAF
Maximum Daily Flow, mgd	1.45 x AAF
Peak Hourly Flow, mgd	2.1 x AAF

AAF = Average Annual Flow

5.2.2 Design Loadings

The influent wastewater characteristics proposed as the basis for treatment plant design are summarized in Table 5-2 (from the November 2007 *Conceptual Design Report* for the NRWRP developed by CH2M HILL in coordination with LACSD).

TABLE 5-2
INFLUENT WASTEWATER CONCENTRATIONS

Parameter	Units	Maximum Month	Diurnal Peak
BOD_5	mg/L	255	382
TSS	mg/L	360	540
TKN	mg/L	38	57
NH_4-N	mg/L	28	42

5.2.3 Effluent Quality Requirements

The effluent quality criteria for the NRWRP are based on compliance with NPDES permit surface water discharge limits. The effluent coliform and turbidity must meet Title 22 requirements for unrestricted reuse. The limits shown in Table 5-3 are based on the discharge permit issued by the RWQCB in September 2013 (NPDES Order No. R4-2013-0180); renewal of this permit is expected in 2019.

TABLE 5-3
NRWRP EFFLUENT LIMITATIONS

Parameters	Units	Value
BOD_5	mg/L	20 (monthly average), 30 (weekly average), 45 (maximum daily)
TSS	mg/L	15 (monthly average), 40 (weekly average), 45 (maximum daily)
Nitrate/Nitrite as N*	mg/L	5 (monthly average)
Chloride	mg/L	100 (monthly average)
Ammonia	mg/L	1.75 (monthly average), 5.2 (daily maximum)
Turbidity	NTU	2 NTU average within a 24-hr period, 5 NTU more than 5% of the time within a 24 hr period, no higher than 10 NTU any time
Total Coliform	MPN/100 mL	2.2 as 7-day median, 23 in more than one sample within 30-day period, no sample shall exceed 240

*Sum of nitrite nitrogen and nitrate nitrogen

MPN = most probable number, NTU = nepholometric turbidity unit

5.3 TREATMENT PROCESSES

As mentioned previously, the NRWRP may be built in phases to accommodate buildout of Newhall Ranch and may also be expanded to accommodate the needs of Val Verde or the SCVSD. There is sufficient room to accommodate the projected ultimate flow needs for Newhall Ranch, Val Verde and SCVSD utilizing a conventional activated sludge processing technology (typically utilized at LACSD water reclamation plants). However, the current trend in the wastewater industry is to provide secondary treatment and tertiary filtration using the more space efficient MBR technology. For this report, MBR technology is assumed; however, the final technology decision will be made once design of the NRWRP resumes.

5.3.1 Headworks, Biological Treatment, and Filtration

Raw sewage would enter the plant at the influent pump station. From there, coarse material would be removed at the coarse screening station near the inlet works. After the headworks and prior to the MBR process, a flow equalization basin may be installed. Settleable solids could be removed in primary sedimentation tanks. Flow would then enter a fine screening station to protect the membranes. Biological treatment and filtration would occur in the bioreactor basins and membrane basins.

5.3.2 Solids Processing

Solids would be thickened using a gravity belt thickener and further treated in an anaerobic digester. Digested solids would be dewatered using centrifuges and trucked to an offsite disposal or reuse site. On-site treatment would produce biosolids quality consistent with EPA Class B requirements. Additionally, for a small (e.g., 2 mgd) initial phase of the facility, solids processing could occur at the VWRP.

5.3.3 Disinfection and Discharge

Normally, the tertiary-treated effluent will be disinfected utilizing ultraviolet lamps and receive a small chlorine dose. This disinfected, tertiary-treated effluent (i.e. recycled water) would then be pumped from the onsite recycled water tank to the recycled water distribution system operated by the recycled water purveyor (Santa Clarita Valley Water Agency).

When there is insufficient demand for recycled water, a portion of tertiary-treated wastewater may be diverted to reverse osmosis (or other similar demineralization technology) for chloride removal. The reverse osmosis permeate (i.e. low chloride water) would then be combined with the tertiary-treated water which by-passed the reverse osmosis. The combined flow would be disinfected using ultraviolet lamps and would receive a small chlorine dose to destroy adenovirus prior to discharge. The demineralized, tertiary-treated effluent would be discharged to the Santa Clara River via an outfall pipe.

5.3.4 Brine Disposal

At the time preliminary facility plans were being prepared, brine disposal by deep well injection was considered the most cost-effective and environmentally sound method analyzed and permitted by USEPA under its Underground Injection Control (UIC) program for wells on the Newhall Ranch Specific Plan site. However, since that time, the Sanitation Districts have analyzed and tracked other technologies and methods for brine disposal. For example, in 2016, SCVSD recommended a chloride compliance project that included a disposal method consisting of brine concentration and limited trucking to an existing industrial facility. The SCVSD project and related EIR were approved and certified in August 2017. For purposes of this report, the brine management will be assumed to be the same as will be utilized by SCVSD without ruling out other options. For example, advances in brine management technology will be monitored for possible inclusion in the project. If a more cost-effective and environmentally sound brine disposal method is identified before the final facility design work commences, it will be recommended for implementation after any necessary CEQA review.

6.1 EFFLUENT MANAGEMENT

The purpose of this section is to describe the two effluent management options – discharge to the Santa Clara River and reuse. As described in the Newhall Ranch Specific Plan, all effluent would typically be reused for landscape irrigation and other approved uses within Newhall Ranch, except during the wet months when demand for recycled water is low and effluent would be discharged to the river.

6.2 RIVER DISCHARGE

Effluent would be discharged to the Santa Clara River via an outfall pipe. Effluent would be non-chlorinated and must be in compliance with the NPDES permit issued by the RWQCB (Order No. R4-2013-0180 or subsequent renewal).

6.3 RECYCLED WATER SYSTEM

Treated water from the NRWRP would normally flow to the recycled water tank where it would then be pumped into a recycled water pipeline and ultimately to recycled water users via the recycled water purveyor's distribution system. Prior to entering the recycled water tank, chemicals would be added to deter biological growth. The recycled water tank would be owned, operated, and maintained by NRSD. The water purveyor would own the discharge pumps and recycled water piping. At Newhall Ranch build-out, the NRWRP is expected to produce approximately 3,750 acre feet per year.

7.1 CONNECTION FEE, SEWER SERVICE CHARGES, AND FINANCING

The purpose of this section is to describe how the NRSD sewerage facilities will be financed and to present preliminary estimates of connection fees and service charges that would be established for users of NRSD's sewerage system. The connection fee is a fee (either as a payment or provision of needed facilities) to be paid to NRSD by any person connecting to and using the sewerage system, or any person who significantly increases their discharge to the sewerage system. The sewer service charge is the primary way of funding NRSD's ongoing activities and is set to cover the operation, maintenance, administration and management of the District, as well as provide a fund for payment of anticipated future sewerage system upgrades. Fees are charged on a "capacity unit" (connection fee) or "sewage unit" (service charge) basis where one unit of capacity of discharge is equal to the sewage generated from a typical single family home (currently based on 260 gpd). For multiple unit dwellings and non-residential users, the number of capacity/sewage units will be determined by a formula established under an NRSD ordinance. The formula accounts for flow and waste strength, as indicated by the chemical oxygen demand (COD) and suspended solids.

7.2 CONNECTION FEE

The connection fee consists of three components, the capital cost component, the cash reserve component, and prepayment of one year's worth of service charges. The summation of these three components for NRSD units results in a connection fee of $8,780 per capacity unit, as discussed below. Note that the dollar amounts determined in this section are in 2017 dollars. The calculation of connection fees will be established under an NRSD ordinance.

7.2.1 Capital Cost Component

Table 7-1 presents the estimated construction costs for the proposed NRSD sewerage facilities. Including construction, design, construction management, and a 15% contingency, the total estimated cost is $139,984,852.

The capital cost component of the connection fee is determined by dividing the capital costs of the sewerage system ($139,984,852.) by the number of capacity units that will be served (17,115 capacity units based on 4.45 mgd at 260 gpd/capacity unit). The resulting capital cost component of the connection fee is $8,180 per capacity unit.

TABLE 7-1
NRSD INFRASTRUCTURE COST ESTIMATES

Item	Cost ($2017)
Infrastructure Construction Costs	
NRWRP Facilities	
WRP Treatment Facilities	$ 67,852,000
Subtotal Newhall WRP Facilities	*$ 67,852,000*
NRWRP Site	
Mass Grading/Bank Stabilization	$ 9,770,084
Storm Drains	$ 2,043,620
Landscaping	$ 1,042,574
Subtotal WRP Site	*$ 12,856,278*
Piping and Pump Stations	
Newhall Ranch Main Trunk Sewer	$ 14,235,766
Sewer Trunklines	$ 7,072,333
Force Main/Multipurpose Line	$ 4,551,505
Mission Pumping Plant	$ 5,420,000
Subtotal Piping and Pump Stations	*$ 31,279,604*
Total Infrastructure Construction Costs	***$ 111,987,881***
Soft Costs, 10%	$ 11,198,788
Contingency, 15%	$ 16,798,182
TOTAL COST	**$ 139,984,852**

7.2.2 Cash Reserve Component

The cash reserve component is calculated by dividing the number of existing capacity units by the amount of NRSD cash reserves. Currently, there are no cash reserves; therefore, the cash reserve component is $0 per capacity unit.

7.2.3 Prepayment of Service Charge (Operational Cost Component)

This component of the connection fee serves as a prepayment of the sewer service charge to provide operational funding until the user has been added to the tax rolls, which is the vehicle for collecting the service charges. This component of the connection fee is based on the calculation of the annual service charge as described below in Section 7.3, resulting in a calculated amount of $600 per capacity unit.

7.3 SEWER SERVICE CHARGE

The proposed annual sewer service charge has been set such that revenue will equal the NRSD's ongoing expenses when 75% of the initial NRWRP capacity has been utilized. In an agreement between NRSD and NLF, NLF has agreed to reimburse NRSD for operational costs exceeding

revenues (i.e., gap fee) in the initial years of NRSD operation. The calculation of sewer service charges will be established under an NRSD ordinance.

Table 7-2 summarizes the expenses utilized to estimate the annual sewer service charge of $600 per sewage unit ($7,609,300 divided by 75% of 17,115 sewage units).

TABLE 7-2
PROJECTED ANNUAL SERVICE CHARGE
EXPENSES AT 75% BUILDOUT OF NRWRP

Item	Annual Cost ($2017)
Labor	$ 1,479,000
Power	$ 1,092,000
Chemical	$ 100,000
Solids Disposal	$ 814,000
Brine Disposal	$ 100,000
Capital Replacement	$ 1,092,000
Monitoring	$ 614,000
District Overhead	$ 141,000
Contract Disposal*	$ 366,000
Joint Administration Expenses	$ 678,000
Subtotal	$ 6,476,000
Contingency, 17.5%	$ 1,133,300
TOTAL	**$ 7,609,300**

*Mission Village flow to SCVSD

7.4 DISTRICT FINANCING

NLF will fund the construction of all capital facilities identified in Table 7-1. Additionally, the NRSD will consider participating in a Community Facilities District (CFD) which would allow the costs financed by the CFD to be returned to NLF. All facilities in Table 7-1 will be within a CFD. As such, in general, the capital portion of the connection fees will be paid to NRSD only when building permits are being pulled prior to facilities having been constructed which are necessary to serve the parcel (e.g., up to 6,000 capacity units to SCVSD prior to NRWRP construction). Detailed agreements are being developed to this effect.

For non-capital costs, sewer service charges will be the primary revenue source with support provided via a gap fee from NLF until sufficient sewage units are connected to provide revenue that meets expenses.

Expansions of the NRWRP beyond the needs for the Newhall Ranch Specific Plan will be implemented by NRSD (and/or SCVSD, if necessary).

VOLUME II

APPENDIX A

LAFCO RESOLUTION ON NRSD FORMATION

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NAME: THE LOCAL AGENCY FORMATION COMMISSION

MAILING ADDRESS: 80 S. LAKE AVE. SUITE 870

CITY,STATE, ZIP CODE: PASADENA, CA 91101

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE

Certificate of Completion

Note: Re-recording due to a correction on the Map and Legal Description.

There was a revision to the reference on line L27 of the legal description.

The map was revised to show a 100' gap with the district boundary.

LOCAL AGENCY FORMATION COMMISSION
FOR THE COUNTY OF LOS ANGELES

C-O-R-R-E-C-T-E-D

CERTIFICATE OF COMPLETION

04/14/2016
20160420607

Boundary Change of District

I, Paul A. Novak, Executive Officer of the Local Agency Formation Commission for the County of Los Angeles, do hereby certify that I have examined the attached documents with respect to the uninhabited proposal designated as:

FORMATION OF NEWHALL RANCH
COUNTY SANITATION DISTRICT

and have found said documents to be in compliance with the resolution of approval adopted by the Local Agency Formation Commission for the County of Los Angeles on **June 14, 2006**.

All of the information required by the State law is contained in the attached documents and by this reference incorporated herein.

The affected territory will be taxed for any existing general indebtedness, if any, of the District.

The effective date of this boundary change of district is **July 27, 2006.**

IN WITNESS WHEREOF, I execute this Certificate this **14th** day of **April 2016**.

Paul A. Novak, AICP
Executive Officer

Note: Re-recording due to a correction on the Map and Legal Description. There was a revision to the reference on line L27 of the legal description. The map was revised to show a 100' gap with the district boundary.

06 1669441

RESOLUTION NO. 2006-04P

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR LOS ANGELES COUNTY ORDERING

FORMATION OF NEWHALL RANCH COUNTY SANITATION DISTRICT

WHEREAS, the County of Los Angeles adopted a resolution of application to initiate proceedings before the Local Agency Formation Commission for Los Angeles County (the "Commission") pursuant to Part 3, Division 3, Title 5 of the California Government Code (commencing with section 56000, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000), for formation of a new County Sanitation District in the northern portion of unincorporated Los Angeles County; and

WHEREAS, the principal reason for this formation of district is to provide wastewater treatment, disposal and recycled water sewerage service to the Newhall Ranch Specific Plan area; and

WHEREAS, a description of the boundaries and map of the proposal are set forth in Exhibits "A" and "B," attached hereto and by this reference incorporated herein; and

WHEREAS, the subject territory is uninhabited and consists of approximately 11,963 acres; and

WHEREAS, the short-form designation given this proposal is "Formation of Newhall Ranch County Sanitation District;" and

WHEREAS, on June 14, 2006, the Commission approved Formation of Newhall Ranch County Sanitation District; and

WHEREAS, pursuant to Government Code Section 57002, the Executive Officer of the Commission has set July 26, 2006 as the date for the protest hearing and has given notice thereof; and

WHEREAS, at the time and place fixed in the notice, the hearing was held, and any and all oral or written protests, objections and evidence were received and considered; and

WHEREAS, the Commission, acting as the conducting authority, has the ministerial duty of tabulating the value of protests filed and not withdrawn and either terminating these proceedings if a majority protest exists or ordering the formation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Commission finds that the number of landowners within the boundary of the territory is 1.
2. The Commission finds that the number of written protests filed in opposition to Formation of Newhall Ranch County Sanitation District and not withdrawn is 0 landowners owning 0 assessed value of land which, even if valid, represents less than one-half of the total assessed value of land within the affected territory.

a. The Commission hereby orders the formation of the territory described in Exhibit "A" hereto, which description is incorporated herein by reference.

3. Pursuant to Government Code section 56886, the formation is made subject to the following terms and conditions:

a. The District will be formed pursuant to California Health and Safety Code Section 4700, et seq., and the Cortese-Knox-Hertzberg Local Government Act of 2000;

b. The Board of Supervisors will be the governing body of the District;

c. The Board of Supervisors, as governing body of the District, will be authorize to prescribe such service charges, fees, assessments, and/or taxes upon the property within the District as the District may legally impose;

d. Any fees, charges, assessments, or taxes for the District may be collected by the County of Los Angeles Treasurer and Tax Collector in the same manner as ad valorem property taxes to the extent authorized by law;

e. The District will be required to make formal application to the existing 24 county sanitation districts to become signatory to the Amended Joint Administration Agreement, dated July 1, 1980, of the County Sanitation Districts of Los Angeles County;

f. The District will be required to make formal application to the SCVSD to enter into an agreement with Santa Clarita Valley Sanitation District regarding the ownership and operation of the Water Reclamation Plant for Newhall Ranch, as required by Contract No. 3868, dated January 9, 2003, between Santa Clarita Valley Sanitation District and the Newhall Land and Farming Company; and

g. The regular County assessment roll will be utilized by the District.

h. The District's Sphere of Influence is coterminous with the boundary set forth in Exhibits "A" and "B":

4. The Executive Officer is directed to transmit a certified copy of this resolution to the County of Los Angeles, upon the County's payment of the applicable fees required by Government Code Section 54902.5, and prepare, execute and file a certificate of completion with the appropriate public agencies, pursuant to Government Code Section 57000, *et seq.*

06 1669441

PASSED AND ADOPTED this 26th day of July 2006.

Ayes: Commissioners Burke, Dear, DiGiuseppe, Finlay, Herrera, Pellissier Smith, Yaroslavsky, and Gladbach.

Noes: None

Absent: None

Abstain: None

Sandor L. Winger, Executive Officer

06 1669441

21

RESOLUTION NO. 2006-26RMD

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR LOS ANGELES COUNTY MAKING DETERMINATIONS APPROVING FORMATION OF NEWHALL RANCH SANITATION DISTRICT OF LOS ANGELES COUNTY AND ESTABLISHING THE DISTRICT'S SPHERE OF INFLUENCE

WHEREAS, an application for the proposed formation of a new sanitation district in the County of Los Angeles, has been filed with the Executive Officer of the Local Agency Formation Commission for Los Angeles County (the "Commission"), pursuant to Title 5, Division 3, commencing with section 56000, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the proposed formation consists of 11, 963± acres of uninhabited territory in the Newhall Ranch Specific Plan area of unincorporated Los Angeles County, and is assigned the following distinctive short form designation: "Formation of Newhall Ranch Sanitation District of Los Angeles County;" and

WHEREAS, a description of the boundaries and map of the proposal are set forth in Exhibits "A" and "B", attached hereto and by this reference incorporated herein; and

WHEREAS, the principal reason for this district formation is to provide wastewater treatment, disposal and recycled water within the Newhall Ranch Specific Plan area; and

WHEREAS, the Executive Officer has reviewed the proposal and submitted to the Commission a report, including his recommendations thereon; and

WHEREAS, on June 14, 2006, after being duly and properly noticed, this proposal came on for hearing at which time this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Commission, acting in its role as a responsible agency with respect to the Formation of Newhall Ranch Sanitation District of Los Angeles County, pursuant to State CEQA Guidelines Section 15096, certifies that it has independently considered and reached its own conclusions regarding the environmental effects of the proposed project and the Environmental Impact Report adopted by the County of Los Angeles, as lead agency, and has determined that the document adequately addresses the environmental impacts of the proposed project. The Commission finds that it has complied with the requirements of CEQA with respect to the process for a responsible agency, and hereby adopts by reference the environmental findings, previously adopted by the County of Los Angeles, in connection with its approval of the project.

2. A description of the boundaries and map of the proposal, as approved by this Commission, is set forth in Exhibits "A" and "B", attached hereto and by this reference incorporated herein.

3. The Commission hereby approves the formation subject to the following terms and conditions:

a. The District will be formed pursuant to California Health and Safety Code Section 4700, et seq., and the Cortese-Knox-Hertzberg Local Government Act of 2000;

b. The Board of Supervisors will be the governing body of the District;

c. The Board of Supervisors, as governing body of the District, will be authorize to prescribe such service charges, fees, assessments, and/or taxes upon the property within the District as the District may legally impose;

d. Any fees, charges, assessments, or taxes for the District may be collected by the County of Los Angeles Treasurer and Tax Collector in the same manner as ad valorem property taxes to the extent authorized by law;

e. The District will be required to make formal application to the existing 24 county sanitation districts to become signatory to the Amended Joint Administration Agreement, dated July 1, 1980, of the County Sanitation Districts of Los Angeles County;

f. The District will be required to make formal application to the SCVSD to enter into an agreement with Santa Clarita Valley Sanitation District regarding the ownership and operation of the Water Reclamation Plant for Newhall Ranch, as required by Contract No. 3868, dated January 9, 2003, between Santa Clarita Valley Sanitation District and the Newhall Land and Farming Company; and

g. The regular County assessment roll will be utilized by the District.

4. The Commission hereby makes the following determinations and establishes a Sphere of Influence for the District that is coterminous with the boundary set forth in Exhibits "A" and "B":

a. *Present and Planned Land Uses:*

The present land uses include ranching, agriculture, oil and natural gas operations, and occasional use of the land for movie productions. The Newhall Ranch Specific Plan allows up to 21,308 dwelling units, 629 acres of mixed-use development, 67 acres of commercial uses, 249 acres of business park land uses, 37 acres of visitor-serving uses, over 6,100 acres of open space and special management areas, various public service facilities and infrastructure, associated community facilities, and construction of the Wastewater Reclamation Plant (WRP).

b. *Present and Probable Need for Public Facilities and Services:*

The Specific Plan build-out would eventually result in an on-site resident population of approximately 60,000 persons. The subject property is in unincorporated Los Angeles County therefore, the County will provide local government services contemplated by the adopted Specific Plan.

c. *Present Capacity of Public Facilities:*

The WRP will consist of primary, secondary and tertiary treatment facilities, as well as solids handling and disinfection facilities. The WRP will reclaim the maximum amount of wastewater generated by the Specific Plan development in order to meet a portion of the non-potable water demand of the Specific Plan area.

d. *The Existence of Social and Economic Communities of Interest.*

The Newhall Ranch Specific Plan area will consist of Master-planned communities, with a population of approximately 60,000 persons at build-out.

5. Pursuant to Government Code Section 57026(f) (1), the Commission hereby sets the protest hearing on July 26, 2006.

6. The Executive Officer is hereby authorized and directed to mail certified copies of this resolution in the manner and as provided in Government Code Section 56882.

PASSED AND ADOPTED this 14th day of June 2006.

Ayes: Commissioners Burke, Dear, Finlay, Herrera, Pellissier, Smith, Yaroslavsky, and Gladbach.

Noes: None

Absent: Commissioner DiGiuseppe

Abstain: None

Sandor L Winger
Executive Officer

By: June D. Savala,
Asst. Executive Officer

App MH

EXHIBIT "A"

LEGAL DESCRIPTION

FORMATION OF NEWHALL RANCH SANITATION DISTRICT

Those portions of the Rancho San Francisco in the unincorporated territory of the County of Los Angeles, State of California per map recorded in Book 1 pages 521 and 522, of Patents, in the office of the Recorder of the County of Los Angeles together with those portions of Section 16 and fractional Sections 15, 21 and 22, Township 4 North, Range 17 West, San Bernardino Meridian and that portion of the Rancho Simi per map recorded in Book 39 page 77, of Miscellaneous Records, in said office of the County Recorder described as a whole as follows:

Beginning at the northwesterly corner of fractional Section 15; thence

(**L1**) along the northerly boundary of Parcel Map No. 24500-01 as shown on map filed in book 293 pages 34 through 67, inclusive, of Parcel Maps, in the office of the Recorder of said County, and the northerly line of the northwest quarter of said fractional Section 15 South 89°20'53" East 1681.93 feet to the easterly boundary of said Parcel Map; thence

(**L2**) along last said easterly boundary the following seven courses South 04°53'41" East 1777.51 feet; thence

(**L3**) South 19°09'15" East 725.04 feet; thence

(**L4**) South 15°39'24" West 374.44 feet; thence

(**L5**) South 42°33'46" West 274.60 feet; thence

(**L6**) South 04°43'03" East 751.74 feet; thence

(**L7**) South 33°49'51" East 655.13 feet; thence

(**L8**) South 57°52'31" East 1295.37 feet to the most easterly corner of parcel 5 of said Parcel Map, said corner being an angle point in the westerly boundary of County Sanitation District No. 32 of Los Angeles County (Annexation No. 231) as same existed on December 28, 2003; thence

(**L9**) southerly, easterly and northeasterly along the westerly, southerly and southeasterly boundaries, respectively, of said District No. 32 the following 13 courses: South 05°15'16" East 102.78 feet to a point at the beginning of a non-tangent curve concave southerly having a radius of 1950.00 feet, a radial line through last said point bears North 15°08'00" West; thence

(**C10**) easterly along said curve through a central angle of 22°09'16" an arc distance of 754.01 feet; thence

(**L11**) tangent to last said curve South 82°58'43" East 368.48 feet to a point at the beginning of a tangent curve concave northerly having a radius of 2050.00 feet; thence

(**C12**) easterly along last said curve through a central angle of 19°13'22" an arc distance of 687.78 feet to a point at the beginning of a non-tangent compound curve concave northerly having a radius of 7859.47 feet, a radial line through last said point bears North 17°32'45" West; thence

(**C13**) easterly along last said compound curve through a central angle of 0°09'01" an arc distance of 20.62 feet to a point at the beginning of a tangent compound curve concave northerly having a radius of 11409.16 feet, a radial line through last said point bears North 17°41'46" West; thence

(**C14**) easterly along last said compound curve through a central angle of 0°09'00" an arc distance of 29.87 feet to a point at

the beginning of a tangent compound curve concave northerly having a radius of 22868.31 feet, a radial line through last said point bears North 17°50'46" West; thence

(**C15**) easterly along last said compound curve through a central angle of 0°04'29" an arc distance of 29.82 feet; thence

(**L16**) non-tangent to last curve North 72°04'45" East 3255.46 feet to a point at the beginning of a tangent curve concave northwesterly having a radius of 11409.16 feet; thence

(**C17**) easterly along last said curve through a central angle of 0°09'00" an arc distance of 29.87 feet to a point at the beginning of a tangent compound curve concave northwesterly having a radius of 5679.60 feet, a radial line through last said point bears North 18°04'15" West; thence

(**C18**) easterly along last said compound curve through a central angle of 4°04'50" an arc distance of 404.50 feet to a point at the beginning of a tangent compound curve concave northwesterly having a radius of 11409.16 feet, a radial line through said point bears North 22°09'05" West; thence

(**C19**) easterly along last said curve through a central angle of 0°09'00" an arc distance of 29.87 feet; thence

(**L20**) non-tangent to last said curve North 67°39'27" East 569.51 feet to the northeasterly corner of parcel 21 of said Parcel Map; thence

(**L21**) leaving said southeasterly boundary of Sanitation District No. 32 and along the easterly line of said parcel 21 South 10°32'29" West 1169.12 feet to the northwesterly line of parcel 22 of said Parcel Map; thence

(**L22**) along last said northwesterly line the following five courses and curves North 67°39'32" East 760.00 feet; thence

(**L23**) North 53°47'39" East 1712.00 feet to a point at the beginning of a tangent curve concave northwesterly having a radius of 1900.00 feet; thence

(**C24**) northeasterly along said curve through a central angle of 25°29'35" an arc distance of 845.38 feet; thence

(**L25**) tangent to said curve North 28°18'04" East 1118.37 feet to a point at the beginning of a tangent curve concave southeasterly having a radius of 3300.00 feet; thence

(**C26**) northeasterly along last said curve through a central angle of 02°27'54" an arc distance of 141.97 feet to the southwesterly line of said parcel 22; thence

(**L27**) along said southwesterly line North 39°29'33" West 174.80 feet to the northwesterly line of said Parcel 22; thence

(**L28**) along last said northwesterly line of Parcel 22 North 50°39'01" East 386.97 feet to the most northerly corner of said parcel 22; thence

(**L29**) along the general northeasterly, northerly and easterly boundary of said Parcel Map No. 24500-01 through the following 19 courses: South 39°42'30" East 1429.40 feet; thence

(**L30**) North 48°02'55" East 611.85 feet; thence

(**L31**) North 29°32'38" East 838.84 feet; thence

(**L32**) North 65°02'09" East 275.84 feet; thence

(**L33**) South 79°39'27" East 306.42 feet; thence

(**L34**) South 64°10'19" East 428.58 feet; thence

(**L35**) South 84°01'52" East 484.01 feet; thence

(**L36**) South 03°23'49" West 363.11 feet; thence

(**L37**) South 29°57'11" East 756.85 feet; thence

(**L38**) South 00°03'07" East 330.84 feet; thence

(**L39**) South 80°57'13" East 570.60 feet; thence

(**L40**) South 41°23'41" East 381.30 feet; thence

(**L41**) South 08°15'34" West 996.00 feet; thence

(**L42**) South 29°36'47" East 572.21 feet; thence

(**L43**) South 03°29'40" East 1595.64 feet; thence

(**L44**) South 24°28'53" East 939.41 feet; thence

(**L45**) South 07°37'09" East 3173.03 feet; thence

(**L46**) South 25°08'24" East 479.33 feet to the northerly boundary of County Sanitation District No. 32 of Los Angeles County (Annexation No. 249) as same existed on December 28, 2003; thence

(**L47**) West 778.83 feet to the southwesterly boundary of said Parcel Map No. 24500-01; thence

(**L48**) intentionally deleted

(**L49**) along last said southwesterly boundary North 54°08'31" West 4067.07 feet to the most northerly corner of parcel 5 of Parcel Map No. 15955 as shown on map filed in book 188 pages 90 to 95, inclusive, of Parcel Maps, in the office of the Recorder of said County, said corner also being at the northeasterly terminus of that course shown as North 38°11'23" east 684.64 feet in the southeasterly boundary of said Parcel Map No. 24500-01; thence

(**L50**) along said southeasterly boundary the following three courses South 38°11'23" West 684.64 feet; thence

(**L51**) South 55°59'46" West 4973.48 feet; thence

(**L52**) South 17°36'15" West 2441.03 feet to an angle point therein; thence

(**L53**) along the northeasterly boundary of said Parcel Map No. 24500-01 South 71°55'18" East 1373.07 feet; thence

(**L54**) continuing along said northeasterly boundary South 49°21'27" East 3393.44 feet to the easterly boundary of said Parcel Map No. 24500-01; thence

(**L55**) along said easterly boundary South 02°10'19" East 5390.82 feet to the southerly boundary of said Parcel Map No. 24500-01; thence

(**L56**) along said southerly boundary South 88°23'49" West 6619.30 feet to the easterly boundary of said Parcel Map No. 24500-01; thence

(**L57**) along said southerly boundary South 01°12'31" East 9937.26 feet to the southerly boundary of said Parcel Map No. 24500-01; thence

(**L58**) along said southerly boundary South 83°08'30" West 3550.94 feet to the easterly boundary of said Parcel Map No. 24500-01; thence

(**L59**) along said easterly boundary South 00°19'05" West 396.49 feet to the southerly boundary of said Parcel Map No. 24500-01; thence

(**L60**) along said southerly boundary North 89°45'02" West 3233.89 feet to the southwesterly boundary of said Parcel Map No. 24500-01; thence

(**L61**) along said southwesterly boundary North 54°10'43" West 2642.41 feet to the southwesterly boundary of said Parcel Map No. 24500-01 on the southwesterly boundary of said County of Los Angeles; thence

(**L62**) along said southwesterly boundary of the County of Los Angeles North 21°46'47" West 27,151.57 feet to the northerly boundary of said Rancho San Francisco as shown on said map of Parcel Map No. 24500-01; thence

(**L63**) along last said northerly boundary North 87°31'59" East

12,315.70 feet to the westerly line of the land described in deed recorded May 23, 1967 as Instrument No. 164, of Official Records, records of said county as shown on said map of Parcel Map No. 24500-01; thence

(**L64**) along said westerly line North 00°55'16" West 487.84 feet to the southerly line of Section 16, Township 4 North, Range 17 West, San Bernardino Meridian as shown on said map of Parcel Map No. 24500-01; thence

(**L65**) along last said southerly line North 89°18'10" East 194.05 feet to the southwesterly corner of said Fractional Section 15 as shown on said Parcel Map No. 24500-01; thence

(**L66**) along the westerly line of the southwest quarter of said Fractional Section 15 North 00°57'05" East 201.67 feet to the southerly line of the land described in deed recorded January 31, 1978 as instrument no. 78-113240, of said Official Records as shown on said Parcel Map No. 24500-01; thence

(**L67**) along last said southerly line North 89°18'10" East 453.28 feet to the general easterly line of the land described in last said deed; thence

(**L68**) along said general easterly line and the general westerly boundary of said Parcel Map No. 24500-01 the following six courses: North 16°51'29" West 76.74 feet; thence

(**L69**) South 73°08'48" West 28.93 feet; thence

(**L70**) North 35°43'12" West 341.99 feet; thence

(**L71**) North 24°57'27" West 118.30 feet; thence

(**L72**) North 65°02'33" East 131.91 feet; thence

(**L73**) North 24°57'27" West 606.01 feet to the westerly line of the southwest quarter of said Fractional Section 15; thence

(**L74**) along last said westerly line North 00°57'05" East 1345.02

feet to the east quarter corner of said Section 16 as shown on said Parcel Map No. 24500-01; thence

(**L75**) along the southerly line of the northeast quarter of said Section 16 and the southerly boundary of said Parcel Map No. 24500-01 North 88°57'23" West 2639.96 feet to the center of said Section 16; thence

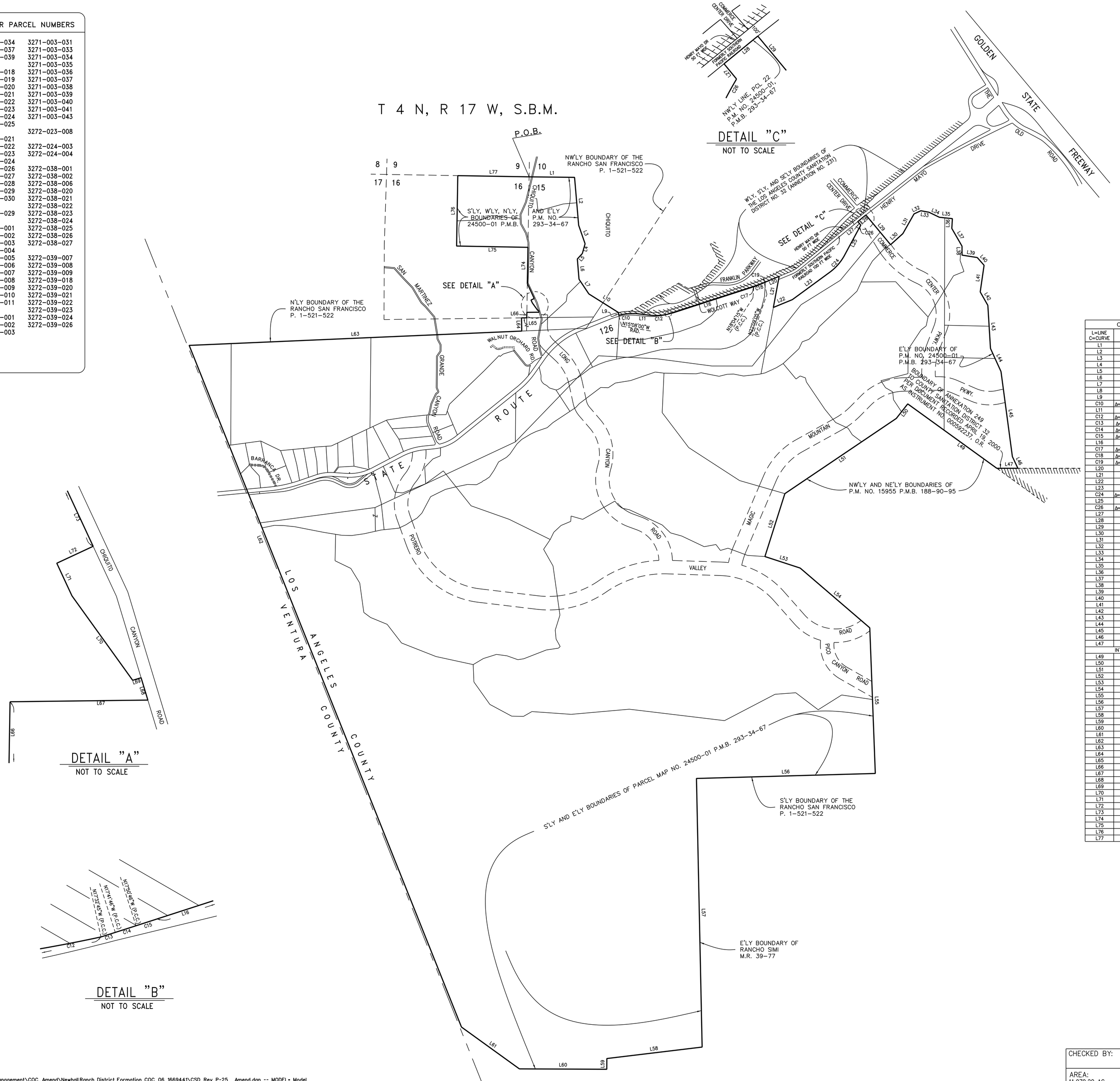
(**L76**) along the westerly line of last said northeast quarter and the westerly boundary of said Parcel Map No. 24500-01 North 00°57'42" East 2604.21 feet to the north quarter corner of said Section 16; thence

(**L77**) along the northerly line of last said northeast quarter and the northerly boundary of said Parcel Map No. 24500-01 South 89°01'55" East 2639.12 feet to the point of beginning.

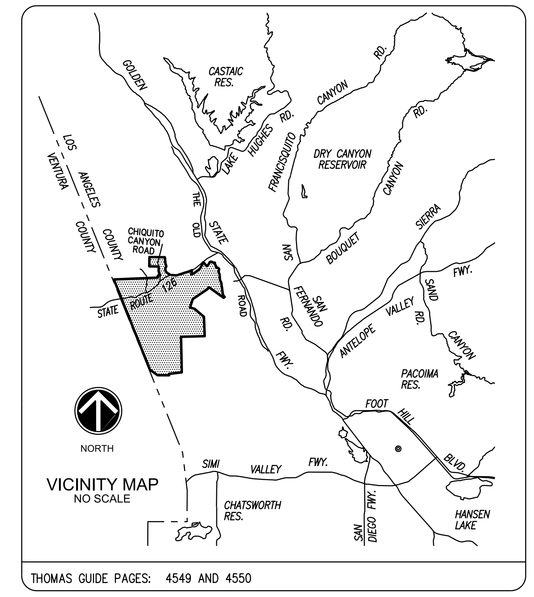
Containing 11,979.20 acres, more or less.

ASSESSOR PARCEL NUMBERS

2826-001-034	3271-003-031
2826-001-037	3271-003-033
2826-001-039	3271-003-034
	3271-003-035
2826-002-018	3271-003-036
2826-002-019	3271-003-037
2826-002-020	3271-003-038
2826-002-021	3271-003-039
2826-002-022	3271-003-040
2826-002-023	3271-003-041
2826-002-024	3271-003-043
2826-002-025	
	3272-023-008
2826-003-021	
2826-003-022	3272-024-003
2826-003-023	3272-024-004
2826-003-024	
2826-003-026	3272-038-001
2826-003-027	3272-038-002
2826-003-028	3272-038-006
2826-003-029	3272-038-020
2826-003-030	3272-038-021
	3272-038-022
2826-011-029	3272-038-023
	3272-038-024
2826-122-001	3272-038-025
2826-122-002	3272-038-026
2826-122-003	3272-038-027
2826-122-004	
2826-122-005	3272-039-007
2826-122-006	3272-039-008
2826-122-007	3272-039-009
2826-122-008	3272-039-018
2826-122-009	3272-039-020
2826-122-010	3272-039-021
2826-122-011	3272-039-022
	3272-039-023
2826-123-001	3272-039-024
2826-123-002	3272-039-026
2826-123-003	



DETAIL "C"
NOT TO SCALE



VICINITY MAP
NO SCALE

THOMAS GUIDE PAGES: 4549 AND 4550

DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

COURSE TABLE		
L=LINE C=CURVE	BEARING DELTA / RADIUS	DISTANCE LENGTH
L1	S89°20'53"E	1681.93'
L2	S04°53'41"E	1777.51'
L3	S19°09'15"E	725.04'
L4	S15°39'24"W	374.44'
L5	S42°33'46"W	274.60'
L6	S04°43'03"E	751.74'
L7	S33°49'51"E	655.13'
L8	S57°52'31"E	1295.37'
L9	S05°15'16"E	102.78'
C10	Δ=22°09'17" R=1950.00'	754.01'
L11	S82°58'43"E	368.48'
C12	Δ=19°13'23" R=2050.00'	687.79'
C13	Δ=0°09'01" R=7859.47'	20.61'
C14	Δ=0°09'00" R=11409.16'	29.87'
C15	Δ=0°04'29" R=22868.31'	29.93'
L16	N72°04'45"E	3255.46'
C17	Δ=0°09'00" R=11409.16'	29.87'
C18	Δ=4°04'56" R=5679.60'	404.50'
C19	Δ=0°09'00" R=11409.16'	29.87'
L20	N67°39'27"E	569.51'
L21	S10°32'29"W	1169.12'
L22	N67°39'32"E	760.00'
L23	N53°47'39"E	1712.00'
C24	Δ=25°29'35" R=1900.00'	845.38'
L25	N28°18'04"E	1118.37'
C26	Δ=2°27'54" R=3300.00'	141.97'
L27	N39°29'33"W	174.80'
L28	N50°39'01"E	386.97'
L29	S39°42'30"E	1429.40'
L30	N48°02'55"E	611.85'
L31	N29°32'38"E	838.84'
L32	N65°02'09"E	275.84'
L33	S79°39'27"E	306.42'
L34	S64°10'19"E	428.58'
L35	S84°01'52"E	484.01'
L36	S03°23'49"W	363.11'
L37	S29°57'11"E	756.85'
L38	S00°03'07"E	330.84'
L39	S80°57'13"E	570.60'
L40	S41°23'41"E	381.30'
L41	S08°15'34"W	996.00'
L42	S28°36'47"E	572.21'
L43	S03°29'40"E	1595.64'
L44	S24°28'53"E	939.41'
L45	S07°37'09"E	3173.03'
L46	S25°08'24"E	479.33'
L47	WEST	778.83'
	INTENTIONALLY DELETED	
L49	N54°08'31"W	4067.07'
L50	S38°11'23"W	684.64'
L51	S55°59'46"W	4973.48'
L52	S17°36'15"W	2441.03'
L53	S71°55'18"E	1373.07'
L54	S49°21'27"E	3393.44'
L55	S02°10'15"E	5390.82'
L56	S88°23'49"W	6619.30'
L57	S01°12'31"E	9937.26'
L58	S83°08'30"W	3550.84'
L59	S00°19'05"W	398.49'
L60	N89°45'02"W	3233.89'
L61	N54°10'43"W	2642.41'
L62	N21°46'47"W	27151.57'
L63	N87°31'59"E	12315.70'
L64	N00°55'16"W	487.84'
L65	N89°18'10"E	194.05'
L66	N00°57'05"E	201.67'
L67	N89°18'10"E	453.28'
L68	N16°51'29"W	76.74'
L69	S73°08'48"W	28.93'
L70	N35°43'12"W	341.99'
L71	N24°57'27"W	118.30'
L72	N65°02'33"E	131.91'
L73	N24°57'27"W	606.01'
L74	N00°57'05"E	1345.02'
L75	N88°57'23"W	2639.96'
L76	N00°57'42"E	2604.21'
L77	S89°01'56"E	2639.12'

COUNTY	INDEX	MAPS
234 - 077	249 - 077	264 - 057
	249 - 097	264 - 077
		264 - 097

SCALE: 1"=1200'

LEGEND
- FORMATION BOUNDARY
- COUNTY LINE
- EXISTING BOUNDARY OF SANITATION DISTRICT NO. 32

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

EXHIBIT "B"
FORMATION OF NEWHALL RANCH COUNTY SANITATION DISTRICT

CHECKED BY:	SCALE: 1" = 1200'
AREA: 11,979.20 AC	
FILED WITH THE CO. RECORDER	

RECORDED:

R:\Planning\PropertyManagement\COC_Amend\Newhall Ranch District Formation COC 06 1669441\CSD Rev P-25 Amend.dgn -- MODEL- Model
County Sanitation Districts of Los Angeles revised only
Page 25 of COC Instrument No. 06-1669441 (E. Ortiz) 4-7-2016
X: \survey\24500\exhibits\dwg\LD7612SanDist_rev 5-3-06.dwg (SIKAND)

APPENDIX B

WASTEWATER MANAGEMENT SERVICES AGREEMENT BETWEEN SCVSD (FORMALLY DISTRICT 26 AND 32) AND NEWHALL LAND AND FARMING COMPANY ("INTERCONNECTION AGREEMENT") AND 2017 JSSA BETWEEN SCVSD AND NRSD WITH NLF CONSENT

CSD Contr#3868

AGREEMENT

BETWEEN COUNTY SANITATION DISTRICTS NOS. 26 AND 32 OF LOS ANGELES COUNTY AND THE NEWHALL LAND AND FARMING COMPANY REGARDING A PLAN FOR THE COORDINATION OF WASTEWATER MANAGEMENT FACILITIES RELATING TO THE NEWHALL RANCH SPECIFIC PLAN DEVELOPMENT

This Agreement is made and entered into this 9th day of January, 2002, by and between **County Sanitation Districts Nos. 26 and 32 of Los Angeles County** (collectively **Districts** and individually **District No. 26** or **District No. 32**, respectively), special districts organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Sections 4700 et seq., and **The Newhall Land and Farming Company (NLFC)**, a California limited partnership.

RECITALS

1. NLFC owns land in unincorporated Los Angeles County adjacent to and west of the Districts and is proposing to construct a new development pursuant to the Newhall Ranch Specific Plan.

2. NLFC is currently planning, designing, and engineering the wastewater conveyance, treatment and disposal systems to serve the Newhall Ranch Specific Plan development.

3. A site for a new wastewater treatment plant within the proposed development area is identified in the Newhall Ranch Specific Plan.

4. NLFC has proposed the formation of a new county sanitation district to provide wastewater management services for the Newhall Ranch Specific Plan area pursuant to the County Sanitation District Act of 1923 and the Cortese-Knox-Hertzberg Reorganization Act of 2000.

5. The Districts currently provide wastewater management services for areas immediately adjacent to the Newhall Ranch Specific Plan area.

6. The Districts, together with all of the other County Sanitation Districts of Los Angeles County, are signatory to the "Amended Joint Administration Agreement," effective July 1, 1980, (JAA) providing for the joint management, administration and staffing of the signatory districts.

002556

7. The Districts are signatory to the "Joint Powers Agreement for a Regional Sewerage System in the Santa Clarita Valley," effective May 8, 1984, (SCVJSSA), which provides for the joint operation of the wastewater management facilities within the Districts.

8. There are benefits in coordinating the wastewater management services between the Districts and the areas that would be served by a new county sanitation district. To this end, NLFC and the Districts have previously entered into a Reimbursement Agreement to cover the expenses for joint planning of wastewater management facilities.

9. It is desirable to prepare a plan for coordinated wastewater management facilities prior to the formation of the new county sanitation district. This plan will serve as a "road map" for the formation of the new county sanitation district and its subsequent operation.

10. The anticipated total flow originating from within the boundaries of the new county sanitation district is 6.9 million gallons per day (mgd).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

I. FORMATION AND GOVERNING AGREEMENTS

A. NLFC shall request that the Los Angeles County Board of Supervisors petition the Local Agency Formation Commission (LAFCO) to:

1. approve the formation of a new county sanitation district; and

2. use the terms of this Agreement as a guide for the preparation of the conditions of formation for the new county sanitation district; and

3. require, as conditions of the formation, that the new county sanitation district make formal application to the Districts:

a. to become signatory to the JAA, and

b. to enter into an agreement substantially similar to the existing SCVJSSA regarding the ownership and operation of wastewater management facilities in the Santa Clarita Valley.

NLFC shall be responsible for preparing and submitting any necessary documents requested by the Board of Supervisors to complete the petition for formation. The Districts shall provide assistance and information to LAFCO and NLFC as requested.

B. The agreement specified in Section I.A.3.b shall be functionally the same as the existing SCVJSSA attached as Exhibit A hereto, except that it shall contain the following modifications:

1. All existing and future treatment and disposal facilities and all existing and future conveyance facilities that carry wastewater from more than one District shall be jointly owned by all of the parties signatory to the modified SCVJSSA. These jointly owned facilities shall be referred to as the Santa Clarita Valley Joint Sewerage System (SCVJSS). The rights to use these facilities shall be on a first-come, first-serve basis, except as provided below:

   a. The new county sanitation district, at its own cost and expense, shall have the right to build and use up to 6.9 mgd of capacity at the site identified in the Newhall Ranch Specific Plan for the proposed Newhall Ranch Water Reclamation Plant (NRWRP).

   b. The new county sanitation district shall have limited rights to use capacity at the Valencia Water Reclamation Plant (VWRP), pursuant to Section II.

2. The cost of operating the jointly owned facilities shall be apportioned to each party on the basis of the number of sewage units, as that term is defined in the JAA, attributable to that party's use of the wastewater management facilities. Any costs not attributable to jointly owned facilities shall be the sole responsibility of the party that caused those costs to be incurred.

3. The decision to expand the capacity of the NRWRP shall only require the approval of one party to the modified SCVJSSA until the new county

sanitation district uses 6.9 mgd of capacity in the SCVJSS. After the new county sanitation district uses 6.9 mgd of capacity in the SCVJSS, the decision to expand the capacity of the NRWRP shall require majority approval.

II. INITIAL CONNECTION OF DISCHARGERS IN THE NEW COUNTY SANITATION DISTRICT

A. NLFC shall be allowed to connect parcels located within the new county sanitation district to the SCVJSSA with a discharge of up to 3,000 capacity units, upon compliance with all of the following conditions:

1. The new county sanitation district is formed.

2. The new county sanitation district becomes a party to both the JAA and modified SCVJSSA with the consent of the other parties thereto.

3. The new county sanitation district has enacted appropriate connection fee ordinances providing for the new county sanitation district to pay into the SCVJSS Capital Improvement Fund the same amount for each discharger within the new county sanitation district that District No. 32 would have paid into the SCVJSS Capital Improvement Fund if that discharger had been located within District No. 32.

4. The new county sanitation district and NLFC have executed an agreement pertaining to the initial management expenses pursuant to Section VIII.

5. NLFC conveys title to 21.5 acres of land to the new county sanitation district for siting the NRWRP.

B. In addition to the 3,000 capacity units allowed in Section II.A, NLFC shall be allowed to connect additional parcels with a discharge of up to 3,000 capacity units provided that:

1. The conditions of Section II.A are fulfilled.

2. An NPDES permit has been obtained for the initial 2 mgd stage of the NRWRP, pursuant to the terms of Section III of this Agreement.

III. NEWHALL RANCH WATER RECLAMATION PLANT

A. NLFC will design and obtain necessary permits from the Regional Water Quality Control Board for, and fund construction of, the initial 2 mgd stage of the NRWRP, including any necessary agreements or facilities for effluent disposal.

B. The initial 2 mgd stage of the NRWRP will be designed and permitted to have an effluent disposal system independent of the existing Districts' facilities, discharging either directly to the river or other permitted place of discharge or reuse. When the initial 2 mgd stage of the NRWRP is designed and permitted, a plan will be put in place to guarantee the discharge of up to 6.9 mgd of effluent to be disposed or reused in a manner similar to the first 2 mgd. This plan will be subject to the review and approval of the Districts' Chief Engineer and General Manager (Chief Engineer). This plan will include an agreement with the reclaimed water purveying agency to take effluent from the NRWRP. The Districts will allow, under terms agreeable to the Districts, available reclaimed water from the VWRP to be taken by a reclaimed water purveying agency for use on Newhall Ranch.

C. Upon completion of the construction of the initial 2 mgd stage of the NRWRP and a successful demonstration of its operation, the NRWRP shall become a jointly owned facility of the Districts and the new county sanitation district, and the Districts and the new county sanitation district will assume ownership of and responsibility for the operation and maintenance of the NRWRP and for future expansions of the NRWRP.

D. NLFC agrees to compensate the SCVJSS for any costs incurred by the SCVJSS to make the initial 2 mgd stage of the NRWRP compliant with any of the permits required for the operation and maintenance thereof if, upon initial start up and operation, it is unable to meet its permit conditions or requirements. The SCVJSS shall be responsible for bringing the NRWRP into compliance with any future changes to permit conditions or requirements.

IV. MANAGEMENT OF THE SANTA CLARITA VALLEY JOINT SEWERAGE SYSTEM

A. Upon acceptance of the initial 2 mgd stage of the NRWRP by the SCVJSS, the Chief Engineer shall have the right to divert flow from the Districts to the NRWRP as he deems necessary for the proper and economic operation of the NRWRP and the SCVJSS as a whole.

B. Upon the initial 2 mgd stage of the NRWRP becoming a SCVJSS facility, the SCVJSS shall be responsible for future expansions of the NRWRP except that the new county sanitation district will retain its right to construct up to 6.9 mgd of capacity at the NRWRP site at its own cost and expense pursuant to Section 1.B. The SCVJSS shall be relieved of this responsibility to construct additional capacity for the use of the new county sanitation district if insufficient disposal capacity exists for the proposed NRWRP expansion.

V. CONVEYANCE FACILITIES

A. NLFC will design, fund, and construct a sewer system to collect and convey all of the wastewater to be generated within the new county sanitation district to the proposed NRWRP.

B. NLFC will design, fund, and construct all sewers, pumping plants, or force mains required to convey any flow generated within the new county sanitation district that will be treated at the VWRP.

C. The Chief Engineer will identify those sewers, pumping plants, and force mains that will be owned and operated by the new county sanitation district or the SCVJSS during the review of the design for the sewer system. Sewers that will be owned by the new county sanitation district or the SCVJSS will be designated trunk sewers. Generally, an individual district or the SCVJSS will assume ownership of and operation and maintenance responsibilities for any sewers 18 inches in diameter and larger. The design of all sewers, pumping plants, and force mains to be owned by the new county sanitation district or the SCVJSS shall be subject to the design review and approval of the Chief Engineer.

D. NLFC will be responsible for operation and maintenance of the local sewers, pumping plants, and force mains, or transfer these responsibilities to another party willing to assume that responsibility.

E. If, during the design review, the Chief Engineer determines that the trunk sewers, pumping plants, or force mains should be increased in size for uses other than those in the new county sanitation district, then NLFC shall construct these facilities with the increased capacity specified by the Chief Engineer, subject to the reimbursement provisions, below.

VI. REIMBURSEMENT

A. NLFC shall be reimbursed for its costs for the design, permitting, and construction of the initial 2 mgd stage of the NRWRP and the conveyance system.

1. NLFC's reimbursable costs for the initial 2 mgd stage of the NRWRP shall be determined as follows:

a. The costs for the construction shall be based on the amount approved by Chief Engineer.

b. The costs for the design and planning (including permitting) shall be based on the amount of the construction contract and the allowance factors utilized under the State Revolving Fund (SRF) loan program.

c. The costs for the site improvements shall be based upon the difference between the cost of the site improvements for all 21.5 acres and the cost to improve the site to accommodate a 6.9 mgd treatment facility.

2. The costs for the conveyance facilities related to upsizing requested by the Chief Engineer shall be based on the difference between the actual cost of the conveyance facilities as designed and constructed, and the Chief Engineer's determination of the estimated cost for design and construction of the conveyance facilities if upsizing had not been requested by the Chief Engineer.

3. The costs for the conveyance system not related to upsizing shall be based upon the difference between the actual cost of the conveyance system designed and constructed, excluding the cost of upsizing, as calculated in accordance with Section VI.A.2, and the Chief Engineer's determination of the estimated cost to design and construct a conveyance system to serve the initial stages of the Newhall Ranch Specific Plan development. The size of the conveyance system required to support the initial stages of the Newhall Ranch Specific Plan Development shall be determined by the parties hereto, including the new county sanitation district if already formed, following the completion of design.

4. The reimbursement of costs and expenses related to the construction of the initial 2 mgd stage of the NRWRP shall be in the form of:

   a. A cash payment equivalent to the amount of the connection fees paid for up to 3,000 capacity units connected pursuant to Section II.B during construction of the initial 2 mgd stage of the NRWRP. This payment shall be made at the time the NRWRP becomes a jointly owned facility of the new county sanitation district and the Districts pursuant to Section III.C.

   b. Credits to be applied against connection fees imposed by the new county sanitation district on connections made after the NRWRP becomes a jointly owned facility of the new county sanitation district and the Districts pursuant to Section III.C.

   For purposes of this Section, no credit or reimbursement shall be given for costs that were financed pursuant to Section VII of this Agreement.

5. The reimbursement for costs related to upsizing of the conveyance system requested by the Chief Engineer shall be, at the option of NLFC, in the form of either a credit to be applied against future connection fees imposed by the new county sanitation district or a cash payment.

6. The reimbursement for costs for conveyance facilities for the new county sanitation district not related to upsizing requested by the Chief Engineer

shall be in the form of a credit to be applied against future connection fees imposed by the new county sanitation district.

VII. STATE REVOLVING FUND LOANS

NLFC and the Districts agree to cooperate and use their best efforts to obtain low interest State Revolving Fund (SRF) loans to fund construction of the initial 2 mgd stage of the NRWRP. NLFC shall guarantee repayment of debt service if the connection fee revenue in the new county sanitation district is insufficient to meet the annual debt repayment.

VIII. INITIAL MANAGEMENT COSTS FOR THE NEW COUNTY SANITATION DISTRICT

NLFC agrees to pay the new county sanitation district for all costs related to operation of the new county sanitation district until the new county sanitation district begins collecting user fees adequate to fund its ongoing obligations. Terms for this agreement, including reimbursement, will be delineated in an agreement between NLFC and the new county sanitation district following its formation.

IX. CHLORIDE CONTROL MEASURES

A. NLFC shall support the efforts of both the new county sanitation district and the Districts (i) to implement ordinances regarding the control of chlorides; (ii) to defend the ordinances regulating chlorides against any legal or political challenges; and (iii) to implement or change chloride related legislation or regulatory requirements. As part of its assistance, NLFC shall not unreasonably withhold approval for the Districts to utilize lands owned by NLFC for a chloride threshold evaluation study.

B. NLFC will use its best efforts to assist in providing information to residential and commercial properties in the new sanitation district concerning regulations and issues pertaining to the control of chlorides.

X. FAILURE TO IMPLEMENT/COMPLY

A. If, following formation of the new county sanitation district, the new county sanitation district fails to make formal application to become signatory to the JAA, or refuses to sign the JAA, this Agreement shall terminate, except that NLFC shall

continue to be responsible for any cost or expense incurred by the Districts pursuant to the terms of the Reimbursement Agreement. If any of the other County Sanitation Districts of Los Angeles County refuse to allow the new county sanitation district to become a party to the JAA, this Agreement shall terminate, except that NLFC shall continue to be responsible for any cost or expense incurred by the Districts pursuant to the terms of the Reimbursement Agreement and the Districts shall continue to be responsible for reimbursing NLFC for any cost or expense incurred on behalf of the Districts pursuant to Section V.E of this Agreement.

B. If, following the formation of the new county sanitation district, the new county sanitation district fails to request that the Districts enter into an agreement substantially similar to the SCVJSSA or refuses to sign such an agreement, this Agreement shall terminate, except that NLFC shall continue to be responsible for any cost or expense incurred by the Districts pursuant to the terms of the Reimbursement Agreement. If the Districts refuse to enter into such an agreement with the new county sanitation district, this Agreement shall terminate, except that NLFC shall continue to be responsible for any cost or expense incurred by the Districts pursuant to the terms of the Reimbursement Agreement and Districts shall continue to be responsible for reimbursing NLFC for any upsizing cost or expense incurred on behalf of the Districts pursuant to Section V.E of this Agreement.

C. If NLFC fails to obtain an NPDES permit pursuant to the terms of Sections II and III of this Agreement, then NLFC shall pay to the Districts the full amount of the fees required to annex to District No. 32 any parcels that have been connected pursuant to Section II, and this Agreement shall terminate except that the Districts shall retain title to any lands transferred pursuant to Section II.

XI. EXCLUSIVE REMEDY

The parties to this agreement understand and agree that if the Districts or the SCVJSSA are unable, for reasons beyond their control, to construct further stages of the NRWRP, NLFC's sole and exclusive remedy is to construct or request the new county sanitation district to construct any needed capacity for the Newhall Ranch Specific Plan development at the NRWRP.

XII. ASSIGNMENT

Any of the parties may assign their interests in this Agreement to a third party with the approval of the other parties. This approval shall not be unreasonably withheld. NLFC hereby consents and approves any assignment by the Districts to any of the other County Sanitation Districts of Los Angeles County.

XIII. INDEMNIFICATION

A. NLFC agrees that neither the Districts, nor any of their officers, directors, or employees shall be liable for any costs or expenses arising out of NLFC's performance of its duties under the terms of this Agreement including, but not limited to, the formation of the new county sanitation district, the transfer of property related to the siting of the NRWRP, and the design and permitting of the initial 2 mgd stage of the NRWRP. NLFC shall fully indemnify and hold the Districts harmless from any and all claims, actions, liabilities, costs or expenses arising out of NLFC's performance of this Agreement, including reasonable attorneys fees, losses and/or liabilities incurred by the Districts as a result thereof.

B. NLFC agrees that neither the Districts, nor the SCVJSSA, nor any of their officers, directors, or employees shall have any liability to NLFC or its successors or assigns or otherwise have any responsibility to NLFC if, after assuming ownership and operation of the NRWRP, the SCVJSS is unable, for reasons beyond its immediate control, to construct further expansions of the NRWRP. NLFC shall hold the Districts and the SCVJSS harmless from any and all costs, expenses, and/or losses resulting from NLFC's inability to develop its holdings within the new county sanitation district under such conditions.

C. The Districts agree that neither NLFC, nor any of its officers, directors, or employees shall be responsible for any claims, liability, demands or actions arising out of the operation of the NRWRP once the SCVJSS has assumed ownership. It is also understood and agreed that the Districts shall fully indemnify and hold NLFC harmless from any and all costs or expenses incurred, including reasonable attorneys fees, losses and/or liability attributable to any such claims resulting from the Districts' actions unless otherwise provided for in this Agreement.

XIV. MISCELLANEOUS

A. Entire Agreement. This Agreement (i) contains, and is intended as, a complete statement of all the terms of the arrangements of the parties with respect to the matters provided for herein; (ii) supersedes any previous agreements, written or oral, and understandings among the parties with regard to those matters; and (iii) cannot be changed or terminated orally. Notwithstanding the foregoing, the parties acknowledge that the provisions of any other valid mutual written agreements shall remain in full force and effect.

B. Waiver. Any party may waive compliance by the other party with respect to any provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision. No waiver shall be construed as an ongoing waiver with respect to subsequent events unless it expressly so provides. Any waiver must be in writing, signed by the waiving party and recite the provisions being waived.

C. Binding Effect. Subject to the terms and conditions elsewhere in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except for rights created pursuant to the indemnity provisions of this Agreement, nothing in this Agreement shall create or be deemed to create any third party beneficiary rights of any person or entity not a party to this Agreement.

D. Duplicate Originals. This Agreement shall be executed in duplicate originals.

E. Further Assurances. Upon request by any party, the parties covenant, at any time and from time to time, to cooperate reasonably with each other and take all such further actions, including without limitation the execution and filing of additional instruments or documents, as may be reasonably necessary to carry out the intent, purposes and terms of this Agreement. Such cooperation shall be exercised in good faith with respect to any additional instruments or documents that may be necessary to carry out the intent, purposes, and terms of this Agreement, and any such additional instruments or documents shall be reviewed on their own merits, and not as a basis for the introduction of unrelated matters, nor require any additional consideration.

F. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California. Venue for any proceeding shall be the Superior Court of Los Angeles County.

G. Incorporation of Recitals. The Recitals to this Agreement are incorporated herein by this reference and are acknowledged by the parties to be true and correct.

H. Action By The Chief Engineer. Except as otherwise provided in this Agreement, the Chief Engineer shall have the authority to take all actions on behalf of the Districts in connection with any approvals or actions required of or by the Districts under this Agreement.

I. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Districts and NLFC in any matter whatsoever.

J. Construction/Interpretation. The parties to this Agreement acknowledge that they have been represented by counsel in respect of the negotiation and drafting of this Agreement, and that no term, covenant or condition of this Agreement shall be construed or interpreted by reference to the extent to which either party participated in the drafting of the Agreement, or any party thereof.

K. Attorneys' Fees. In any action or proceeding arising under this Agreement, or to enforce the provisions of this Agreement, the parties shall bear their own attorneys' fees and costs.

L. Amendments in Writing/Cooperation. This Agreement may be amended or modified, but only in writing, duly executed by the parties to this Agreement. The parties shall cooperate in good faith with respect to any amendment or modification proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters.

M. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement.

N. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing (except for any emergency notice, which must be followed by written notice as soon as reasonably possible but in no event more than twenty-four (24) hours from the oral notice) and sent to the addressees of each party. Notice will be sufficiently given for all purposes as follows:

PERSONAL DELIVERY: When personally delivered to the recipient. Notice is effective on delivery.

FIRST-CLASS MAIL: When mailed first-class to the last address of the recipient known to the party giving notice. Notice is effective five mail delivery days after it is deposited in a United States Postal Service office or mailbox.

CERTIFIED MAIL: When mailed certified mail, return receipt requested. Notice is effective on receipt, if a return receipt confirms delivery.

OVERNIGHT DELIVERY: When delivery by an overnight delivery service such as Federal Express, charged prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

FACSIMILE DELIVERY: When transmitted by facsimile to a party's fax number, a written notice shall be contemporaneously sent by personal delivery, first-class mail, certified mail or overnight delivery. A facsimile notice is effective if received within the hours of 8:00 a.m. to 4:00 p.m. (local time of the recipient) during the business day and a transmission report is generated reflecting the accurate transmission of this facsimile. If a facsimile is received at any other time, it shall be deemed received the next business day. A "business day" shall be Monday through Friday except for any holiday recognized by the Districts.

Addresses for purpose of giving notice are as follows:

DISTRICTS:

Mr. James F. Stahl
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601-1400
Post Office Box 4998
Whittier, CA 90607-4998
Facsimile No.: (562) 695-8660

COPY TO:

B. Richard Marsh, Esq.
Daniel V. Hyde, Esq.
Lewis, D'Amato, Brisbois & Bisgaard LLP
221 North Figueroa Street, Suite 1200
Los Angeles, CA 90012
Facsimile No.: (213) 250-7900

NLFC:

Steven Zimmer
Vice President
The Newhall Land and Farming Company
23823 Valencia Boulevard
Valencia, CA 91355
Facsimile No.: (661) 288-1052

IN WITNESS HEREOF, THE NEWHALL LAND AND FARMING COMPANY AND COUNTY SANITATION DISTRICTS NOS. 26 AND 32 OF LOS ANGELES COUNTY hereby cause this Agreement to be executed and agree to be bound by the terms and conditions set forth herein.

THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP)

By: Newhall Management Limited Partnership, a California limited partnership, Its Managing General Partner

By: Newhall Management Corporation, a California corporation, Its Managing General Partner

By: _____
Its Vice President

By: _____
Its Assistant Secretary

ATTEST:

COUNTY SANITATION DISTRICT NO. 26 OF LOS ANGELES COUNTY

By: M. Alma Horvath
Secretary

By: Jo Anne Darcy
Chairperson, Board of Directors
JAN 09 2002

APPROVED AS TO FORM:
LEWIS, D'AMATO, BRISBOIS & BISGAARD, LLP

By: Daniel V. Hyde
District Counsel

ATTEST:

COUNTY SANITATION DISTRICT NO. 32 OF LOS ANGELES COUNTY

By: M. Alma Horvath
Secretary

By: Jo Anne Darcy
Chairperson, Board of Directors
JAN 09 2002

APPROVED AS TO FORM:
LEWIS, D'AMATO, BRISBOIS & BISGAARD, LLP

By: Daniel V. Hyde
District Counsel

JOINT SEWERAGE SERVICES AGREEMENT

This Joint Sewerage Services Agreement ("**Agreement**") is dated DEC 12, 2017 ("**Effective Date**") and is between NEWHALL RANCH SANITATION DISTRICT OF LOS ANGELES COUNTY ("**Newhall District**") and SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY ("**Santa Clarita District**"), each of which is a "**District**" or a "**Party**" and which collectively are the "**Districts**" or the "**Parties**."

The Districts are County Sanitation Districts formed and existing pursuant to the County Sanitation District Act, California Health & Safety Code section 4700 *et seq.* (the "**Act**"). The Districts are parties to the *Amended Joint Administration Agreement* ("**JAA**") of the County Sanitation Districts of Los Angeles County. Any capitalized terms not defined in this Agreement will have the meanings ascribed to them in the JAA.

The Santa Clarita District operates a regional wastewater management system that serves a majority of the City of Santa Clarita and a portion of unincorporated Los Angeles County adjacent to the City of Santa Clarita.

The Newhall District is adjacent to the Santa Clarita District and was formed to provide wastewater management services to the proposed Newhall Ranch development, pursuant to the Newhall Ranch Specific Plan, in unincorporated Los Angeles County. Newhall Land and Farming Company (a California Limited Partnership), a California limited partnership ("**NLFC**") owns the site of the proposed development and is currently planning, designing, and engineering the wastewater conveyance, treatment, and disposal system to serve the development. The formation of the Newhall District was approved by the Local Agency Formation Commission for the County of Los Angeles on June 14, 2006, pursuant to Resolution No. 2006-04P ("**LAFCO Resolution**"), and formation was confirmed by the Board of Supervisors of Los Angeles on January 18, 2011.

As a condition of its formation, the Newhall District is required to make application to the Santa Clarita District to enter into an agreement regarding the ownership and operation of wastewater management facilities as required in Section I.A.3.b of a 2002 **Interconnection Agreement**[1] between what is now the Santa Clarita District and NLFC. The execution of this Agreement is intended to fulfill the requirement of Section I.A.3.b and I.B. of the Interconnection Agreement and to establish a regional framework for wastewater management for the proposed development area. The Santa Clarita District intends by this Agreement to assign, and the Newhall District intends to assume, certain duties of the Santa Clarita District and the Santa Clarita Valley Joint Sewerage System/Agreement (SCVJSS/SCVJSSA) under and as defined in the Interconnection Agreement.

A wastewater treatment plant, to be known as the Newhall Ranch Water Reclamation Plant ("**NRWRP**"), is proposed to serve the Newhall Ranch development. Prior to the

[1] The Interconnection Agreement is formally titled "Agreement between County Sanitation Districts Nos. 26 and 32 of Los Angeles County and the Newhall Land and Farming Company Regarding a Plan for the Coordination of Wastewater Management Facilities Relating to the Newhall Ranch Specific Plan Development" dated January 9, 2002 (CSD Contract No. 3868). In 2005, County Sanitation Districts Nos. 26 and 32 consolidated to become the Santa Clarita District.

completion of the NRWRP, occupied properties within the Newhall Ranch development will require wastewater treatment service, which can be temporarily provided by the Santa Clarita District. Furthermore, as a result of the topography of the Districts along their shared border, portions of each District's service area can be served in a more economical and environmentally-sound manner by the other District through an interconnected sewerage system and the acceptance of Cross-Boundary Flows. Additionally, the Santa Clarita District's Valencia Water Reclamation Plant ("**VWRP**") and Saugus Water Reclamation Plant are at or near maximum site build-out with no additional property space for expansion, and may benefit from the ability to use treatment capacity at the NRWRP.

As part of the interconnected sewerage system, the Districts desire to maximize, when possible, the gravity flow of sewage. To provide the most cost-effective and environmentally safe service, the Districts intend that the portions of the Newhall District and the Santa Clarita District that can gravity flow to the other District's Water Reclamation Plant will do so when it is in the best interest of the Districts.

The Parties intend by this Agreement to provide conditions under which a) the Santa Clarita District may obtain long-term use of the NRWRP, b) the Newhall District may utilize Santa Clarita District Facilities for wastewater management prior to and potentially after the NRWRP construction, and c) ownership, maintenance responsibilities, and cost-allocation for shared facilities will be allocated between the Districts.

Pursuant to Section 4742.1 of the Act, a district may contract with any other entity for the handling, treatment, or disposal by the district of sewage or industrial waste originating within or outside of the district, when, in the judgment of the district board, it is for the best interest of the district to do so. The Boards of Directors of each of the Districts hereby find and determine that it is in the best interest of their respective District to enter into this Agreement.

The Districts therefore agree as follows:

1. Selected Definitions

1.1. "**Capacity Unit**" means the average daily burden in terms of capacity that a typical single family home places on the Sewerage System based on flow, chemical oxygen demand, and suspended solids.

1.2. "**Cross-Boundary Flow**" means wastewater flow from an Originating District that is received by a Receiving District.

1.3. **"NRWRP"** means the Newhall Ranch Water Reclamation Plant and related brine management facilities.

1.4. "**Originating District**" means a District that conveys wastewater originating within its boundaries to the other District. Under this Agreement, both Districts may be Originating Districts.

1.5. "**Receiving District**" means a District that provides conveyance, treatment, and disposal for wastewater generated from an Originating District. Under this Agreement, both Districts may be Receiving Districts.

1.6. "**Sewage Unit**" means the average daily quantity of sewage flow and strength from a single family home, measured in terms of flow, chemical oxygen demand, and suspended solids.

1.7. "**Sewerage System**" means those facilities owned by a District or to be constructed in the future by a District, singly or together with other agencies, that provide for the conveyance, treatment, and disposal of wastewater, including wastewater flows originating outside a District.

1.8. **"VWRP"** means the Valencia Water Reclamation Plant and any related facilities.

1.9. **"Wastewater Ordinance"** means the ordinance providing for the administration of an industrial wastewater control system, for regulating sewer construction or use, for the imposition of a permit requirement for industrial wastewater dischargers, for the prohibition or pretreatment of industrial wastewaters, for the imposition of fees and charges for the distribution of revenue and for other methods of controlling and regulating the discharge of wastewaters, dated April 1, 1972, as amended July 1, 1980 and as thereafter amended.

1.10. **"LAFCO"** means the Local Agency Formation Commission for Los Angeles County.

2. Assignment and Supersession of Interconnection Agreement

2.1. Assignment and Assumption. Pursuant to Section XII of the Interconnection Agreement, the Santa Clarita District hereby assigns all of its interests, rights, obligations, and liabilities set forth in the Interconnection Agreement to the Newhall District, except that the Santa Clarita District reserves all its rights to indemnity from NLFC under Section XIII, and the Santa Clarita District retains its interests, rights, obligations and liabilities set forth in Section III.B of the Interconnection Agreement. The Newhall District hereby assumes and accepts the assignment of all of Santa Clarita District's interests, rights, obligations, and liabilities set forth in the Interconnection Agreement. The Newhall District also accepts the assignment of all interests, rights, obligations, and liabilities held by the "SCVJSS," as that term is used in the Interconnection Agreement.

2.2. Superseding Interconnection Agreement. The terms and conditions set forth in this Agreement supersede the terms and conditions set forth in the following Sections of the Interconnection Agreement in their entirety: Section I, Section II.A. 1-4, Section II.B.1, Section III.C, Section IV, Section V.C, Section V.E, Section X.A. and Section X.B. Concurrently with this Agreement, NLFC is executing a Consent Regarding the Joint Sewer Services Agreement ("**Consent**") under which NLFC expressly consents the assignment and assumption of the Interconnection Agreement, and consents to the supersession described in the prior sentence. All other terms, conditions, obligations, rights and provisions of the Interconnection Agreement not specified above remain in full force and effect.

3. Shared Sewers

3.1. Definition. A "**Shared Sewer**" is a District trunk sewer (generally a regional sewer of 18" diameter or more), and any of its appurtenances, that conveys flow from both Districts. Shared Sewers carry Cross-Boundary Flow.

3.2. Cooperation. The Parties shall cooperate to build, maintain, operate, and finance Shared Sewers according to this Agreement.

3.3. Ownership. Segments of Shared Sewers will be owned by the District within which the particular segment of the sewer lies, except that segments crossing the District border will be owned by the downstream District. A segment is defined as a portion of a sewer pipeline between manholes.

3.4. Operations and Maintenance.

A. The District that owns a Shared Sewer is responsible for operation and maintenance of that facility. The other District will pay its fair share of costs as described in Section 6.

B. If a sewage spill occurs on the Receiving District's portion of a Shared Sewer, the Originating District will be indemnified by the Receiving District for the costs to repair any damage or abate the spill and will be indemnified by the Receiving District for any fees, fines, or other penalty associated with the spill, unless the Originating District caused or substantially contributed to the spill, in which case the costs to repair any damage or abate the spill and any fees, fines, or other penalty associated with the spill will be allocated based upon each District's proportional responsibility.

3.5. Quality of Cross-Boundary Flow. The use of each District's Sewerage System will be governed by that District's Wastewater Ordinance. The Newhall District shall adopt a Wastewater Ordinance prior to the first home being built in Newhall Ranch. Cross-Boundary Flow must meet, at a minimum, the quality requirements of the Receiving District's Wastewater Ordinance. The Receiving District will have joint permitting and enforcement authority over Originating District dischargers that discharge Cross-Boundary Flow.

4. Sewer Construction

4.1. Shared Cross-Boundary Flow. Where a District sewer carries Cross-Boundary flows, the Originating District shall be responsible for building sewers to a point in the Receiving District's sewer system where sufficient capacity exists to handle the Originating District's flow, as determined by the Receiving District. The Receiving District will determine the design capacity basis and available capacity of the connecting sewer.

4.2. Non-Shared Cross Boundary Flow. If the Santa Clarita District chooses to construct a sewer to the NRWRP that conveys only Santa Clarita District sewage, that sewer will be entirely constructed, owned, and operated by the Santa Clarita District, regardless of physical location, subject to Newhall District's approval of design requirements for the connection to the NRWRP, and the Santa Clarita District shall have liability for any spills.

4.3. Sewer Construction. The Parties anticipate that certain portions of the Newhall District's sewerage system will be constructed by NLFC and transferred to the Newhall District. The Parties also anticipate that NLFC will construct the Magic Mountain Parkway trunk sewer and transfer it to the Santa Clarita District. The process and mechanism for conveyance of this infrastructure will be addressed in separate agreements between NLFC and each respective District.

5. Reciprocal Use of Treatment and Disposal Facilities

5.1. Newhall District's Temporary Use of VWRP. The Newhall District may convey up to 6,000 Capacity Units to the VWRP, which 6,000 Capacity Units satisfy the 6,000 cumulative Capacity Units described in Sections II A and II B of the Interconnection Agreement.

A. Prior to the Santa Clarita District's acceptance of any flow to the VWRP, the following conditions must be met:

1. The Newhall District must certify in writing to the Santa Clarita District that NLFC has satisfied the following conditions:

a. The Newhall District and NLFC have entered into an agreement establishing the terms and conditions under which NLFC will convey to the Newhall District the acreage necessary (approximately 21.5 acres) for siting the NRWRP as well as future NRWRP expansion (including expansion funded by the Santa Clarita District subject to Section 5.6 of this Agreement).

b. The Newhall District and NLFC have executed two Operating Costs Agreements pertaining to the initial management expenses of the Newhall District's sewerage system: 1) The first agreement to cover operating costs prior to any connections; and 2) The second agreement to cover operating costs subsequent to connection.

c. NLFC has obtained and kept current an NPDES permit for the first construction phase (at least 2 mgd) of the NRWRP.

2. The Newhall District must certify to the Santa Clarita District that NLFC has satisfied applicable County sewer-related conditions for issuance of building permits within Newhall Ranch (e.g., Condition 58 for Mission Village listed in the County of Los Angeles Conditions of Approval, Project No. 04-181-(5), Vesting Tentative Tract Map No. 61105-(b); and Condition 52 for Landmark Village listed in the County of Los Angeles Conditions of Approval, Project No. 00-196-(5), vesting Tentative Tract Map. No. 53108-(5)).

B. For each Capacity Unit of the 6,000 Capacity Units permitted to be discharged to the VWRP, the following conditions must be met:

1. The Newhall District must deposit, pay, or arrange for the payment of the Santa Clarita District Connection Fees for each connected unit at time of building permit issuance and as described in Section 6 below.

2. The Newhall District must pay Santa Clarita District equivalent service charges for each connected unit as described in Section 7 below.

5.2. End of Use of VWRP. Within 30 days after the NRWRP's operation has been successfully demonstrated, the Newhall District shall cease discharging to the VWRP all Newhall District sewage that can gravity flow to the NRWRP. Successful demonstration of operations means operation and maintenance of the NRWRP for 12 months in substantial compliance with all permits required for its operation. Successfully demonstrated may be deemed despite minor permit violations, at the sole discretion of the Santa Clarita District Chief Engineer.

5.3. Request for Sewer Upsizing or Modification.

A. Decisions to modify, repair, rehabilitate, or replace a sewer, appurtenances, or a pumping plant will be made at the sole discretion of the District owning the facility.

B. The Newhall Ranch Main Trunk Sewer will be designed to accommodate the flows generated within the Newhall Ranch Specific Plan. The Parties do not at this time reasonably expect that the size of the Newhall Ranch Main Trunk Sewer will need to be increased ("**Upsizing**") beyond the planned diameter. However, in the event that: (1) the Santa Clarita District determines that it would be beneficial to the Santa Clarita District to use the Newhall Ranch Main Trunk Sewer; and (2) the Upsizing would be necessary to accommodate the Santa Clarita District's needs; and (3) Santa Clarita completes, or causes to be completed, any necessary environmental review for any proposed Upsizing pursuant to CEQA; and (4) NLFC has not commenced final design of the sewer, then the Parties shall apportion Upsizing costs applicable to the Parties following the occurrence of these conditions. Under those circumstances, if the Santa Clarita District pays a deposit equal to the estimated "**Upsizing Cost**", then the Newhall District shall cause NLFC to accommodate the additional capacity requested by the Santa Clarita District. The Upsizing Cost will be the difference between the estimated construction cost of the facilities as upsized and the estimated construction cost of the facilities as originally planned by the Newhall District. Costs for design and construction management will not be included in the Upsizing Cost. The final Upsizing Cost will be memorialized in a cost sharing agreement to be executed by the Districts (the "**Formal Commitment**"). If the Santa Clarita District, subsequent to the completion of the upsized design, determines that Upsizing is not necessary, then after notice to the Newhall District, the Newhall District shall refund the Upsizing Cost less any amounts required to redesign the Trunk Sewer at the originally-contemplated size.

C. If the Santa Clarita District determines that Upsizing is necessary after NLFC has commenced its final design, but prior to awarding a contract for construction, and the Santa Clarita District completes, or causes to be completed, any necessary environmental review for that proposed Upsizing pursuant to CEQA, then the Newhall District shall cause NLFC to redesign the sewer only if the Santa Clarita District pays any redesign costs, and impacts to the schedule for sewer implementation do not delay other portions of the Newhall Ranch development, in addition to payment of the deposit equal to the estimated Upsizing Cost as described in the paragraph above.

D. If construction of the Newhall Ranch Main Trunk Sewer has not commenced within 5 years of the Santa Clarita District's Formal Commitment, then the Santa Clarita District may opt not to use the sewer and the Upsizing Cost deposit described in Section 5.3.B will be refunded.

E. Upon paying the Upsizing Cost, the Santa Clarita District will obtain the irrevocable right to the upsized capacity in the upsized sewer provided any necessary CEQA review is first completed, or caused to be completed, by the Santa Clarita District. The Santa Clarita District shall thereafter pay Newhall District for Ongoing Costs, as defined in Section 7.

F. Notwithstanding the above provisions of Section 5.3, the Santa Clarita District retains its full discretion to determine not to proceed with any Upsizing, to select other alternatives or measures for the Upsizing, or to reject any Upsizing after CEQA review is completed.

5.4. Use of Other District's Capacity

A. Santa Clarita District's Use of NRWRP's Capacity.

1. Certain areas within the jurisdictional boundaries of the Santa Clarita District, may be better served by gravity flow to the NRWRP. In accordance with the terms of this Agreement, both Districts will allow these Cross-Boundary Flows, subject to paying a permanent Connection Fee as defined in Section 6, and Ongoing Costs as defined in Section 7.

2. The Newhall District will prioritize capacity at the NRWRP to serve dischargers within its current jurisdictional boundary, but will make capacity available to dischargers outside its jurisdiction subject to availability. If the Newhall District determines that capacity is available at the NRWRP, the Santa Clarita District may also use Newhall District sewer capacity and NRWRP capacity that is not needed by the Newhall District in the short term (e.g. for actions similar to those related to operation and maintenance needs), as determined by the Newhall District's Chief Engineer and General Manager in his or her sole discretion, subject to payment of a refundable Connection Fee, as defined in Section 6, and Ongoing Costs, as described in Section 7. For temporary capacity, the Newhall District shall commit to a minimum duration that the temporary capacity will be available.

3. Either Party may initiate a change of boundaries through LAFCO to include portions of the other Party's service area that gravity drains to the initiating District's plant.

4. In either of the scenarios described in subsections 5.4.A.1 and 5.4.A.2. above, the Santa Clarita District will be responsible for building sewers to a point in the Newhall District Sewerage System where sufficient capacity exists to handle the Santa Clarita District flow.

B. Newhall District's Use of VWRP's Capacity.

1. Portions of the proposed Mission Village development, which is within the jurisdictional boundaries of the Newhall District, would be better served by gravity flow to the VWRP. In accordance with the terms of this Agreement, the Districts shall allow these cross-boundary flows, subject to the Newhall District paying the Santa Clarita District a permanent Connection Fee as defined in Section 6 and Ongoing Costs, as defined in Section 7. These Capacity Units are a part of, and will not be added to, the Newhall District's entitlement to use of 6,000 Capacity Units as described in Section 5.1.

2. If a temporary connection is converted to a permanent connection within 5 years of the original connection, then no supplemental connection fee will be charged if the connection fee rate has changed during the time of the temporary and permanent connection. Per Section 6.4.B, the interest earned in the Escrow Fund will stay with the fund. However, the Santa Clarita District will be entitled to the interest earned on the connections that are converted from temporary to permanent.

3. The Santa Clarita District will prioritize capacity at the VWRP to serve dischargers within its current jurisdictional boundary, but will make capacity available to dischargers outside its jurisdiction subject to availability. After the NRWRP is operational and flow originating in the Newhall District that previously discharged to the VWRP is redirected to the Newhall Plant per Section 5.2, and if the Santa Clarita District determines that capacity is available, then the Newhall District may also utilize Santa Clarita District sewer capacity and VWRP capacity that is not needed by the Santa Clarita District in the short term, as determined by the Santa Clarita District's Chief Engineer and General Manager in his or her sole discretion, subject to payment of a refundable Connection Fee, as defined in Section 6, and Ongoing Costs, as defined in Section 7. For temporary capacity, the Santa Clarita District shall commit to a minimum duration that the temporary capacity will be available.

5.5. Operations and Maintenance of Plants.

A. NRWRP. The Interconnection Agreement calls for the NLFC to design, fund the construction of, and startup operations of the NRWRP, and then transfer it to the Newhall District. After the NRWRP becomes operational, and the Newhall District assumes operation of the plant from NLFC, the NRWRP will be owned, operated, and maintained by the Newhall District. The Santa Clarita District shall pay its fair share of operations and maintenance costs for Cross-Boundary Flows by paying the Newhall District an equivalent service charge. If the Santa Clarita District constructs a sewer to the NRWRP, then the Santa Clarita District shall only pay for the treatment portion of the service charge.

B. VWRP. The VWRP is owned, operated, and maintained by the Santa Clarita District. The Newhall District shall pay its share for cross-boundary flows of operations and maintenance costs by paying the Santa Clarita District an equivalent service charge. If the Newhall District constructs a sewer to the VWRP, then the Newhall District shall only pay for the treatment portion of the service charge.

5.6. NRWRP Expansions.

The Interconnection Agreement, entered into in January 2002, authorized the potential expansion of the capacity of the NRWRP. However, at this time, the Parties do not reasonably expect that any expansion of the capacity of the NRWRP will be necessary in the foreseeable future. Nonetheless, in the event that: (1) the Santa Clarita District determines that expansion of the NRWRP may be necessary; and (2) the Santa Clarita District completes or causes to be completed any necessary environmental review for such expansion pursuant to CEQA, the Parties now seek to set forth the apportionment of capacity and costs applicable to any such expansion. Following the events (1) and (2) set forth in the previous sentence, and upon the Santa Clarita District's request to expand the NRWRP, and the Santa Clarita District's written commitment to pay for the proportional cost of that expansion, the Newhall District shall diligently undertake that expansion, with capital costs apportioned between the Districts based on the capacity constructed for each District. The Newhall District will have the right to prior approval of the Santa Clarita District's financing plan prior to commencing expansion, to ensure that all costs will be paid to the Newhall District in a timely manner. Upon paying its share of capital costs, the Santa Clarita District will obtain a non-transferable, irrevocable right to use the NRWRP treatment capacity in proportion to the amount of capacity for which the Santa Clarita District paid, provided that the Santa Clarita District pays the Newhall District for Ongoing Costs, as defined in Section 7. The Santa Clarita District retains its full discretion to determine not to proceed with an expansion, to select other alternatives or measures for any such expansion, or to reject a proposed expansion after CEQA review is completed.

5.7. Industrial Waste Dischargers.

A. Permits for Dischargers. Any industrial users within either District's boundaries proposing to discharge cross-boundary flow to the system must submit to both Districts information concerning the type of use, character of the proposed effluent, facilities plans, and the type of pretreatment proposed. Permits will be issued jointly by the Originating and Receiving District. Permit conditions will require compliance by the discharger with the most stringent pretreatment standards, effluent limitations, or other requirements issued by either party.

1. All permits issued for the discharge of waste or wastewater to the Newhall District and/or Santa Clarita District sewerage systems or any facilities tributary to either system must expressly provide for and contain the discharger's agreement to abide by and be legally bound by all relevant provisions of the *Wastewater Ordinance*, as amended from time to time. Prior to the permitting of any industrial user that will contribute to a shared sewer, the Newhall District shall adopt the *Wastewater Ordinance*.

2. Permits may be unilaterally revoked or suspended by either District in accordance with the procedures set forth in their respective industrial waste ordinances.

B. Authority to Regulate Dischargers. The Receiving District possesses the enforceable legal authority of a Publically Owned Treatment Works to inspect, regulate, permit and control all industrial dischargers tributary to its system, as defined in 40

U.S.C., Part 403. The Receiving District also possesses the authority to ensure and require compliance by all such dischargers with Pretreatment Standards and Requirements as defined in the law.

C. Delegation of Enforcement Authority. The Receiving District may delegate to the Originating District, or another County Sanitation District, the duty to inspect, regulate, monitor, and control all dischargers within the Originating District's boundaries tributary to the regional system. The Originating District shall ensure that all dischargers to the Receiving District's system fully comply with all federal, state, and local statutes, ordinances, regulations and rules pertaining to the discharge of wastewater, including, without limitation, all applicable pretreatment standards and effluent limitations adopted by the Receiving or Originating District. The Originating District, or other District with delegated authority, will have the authority to issue notices of violation to dischargers, to require the development of control plans, to issue compliance schedules, and to take enforcement actions to obtain dischargers' compliance with all applicable discharge requirements, including through the imposition and collection of fines and penalties. Any fines or administrative or civil penalties payable by dischargers will be collected by the party that undertakes the enforcement action.

D. Sampling and Inspections.

1. The Originating District shall inspect the premises of and sample all dischargers of Industrial Wastewater tributary to the Receiving District at frequencies not less than the Originating District provides for its other industrial dischargers. Upon request of the Receiving District, no less than 24 hours in advance, the Originating District shall conduct additional inspections of the premises of an industrial discharger and shall allow representatives of the Receiving District to accompany its representatives on such inspections.

2. The Receiving District will have the right to conduct random sampling and inspection of the effluent of all dischargers within the Originating District's boundaries that discharge directly or indirectly to the Receiving District's system or plant.

6. Connection Fees. For the purpose of connecting users to District sewers that will carry Cross-Boundary Flow, users will pay Connection Fees to the District in which the user's parcel is located, at the existing Connection Fee rate of that District.

6.1. Districts' Connection Fee Ordinances. The Santa Clarita District has adopted a *Master Connection Fee Ordinance* that imposes fees called "**Connection Fees**" for the privilege of connecting facilities to the Santa Clarita District's Sewerage System or for the privilege of increasing the strength or quantity of wastewater discharged from connected facilities. The ordinance further provides for the collection of those fees. Revenue from the ordinance is used for expansion of the District's facilities and to fund certain loans. The Newhall District shall adopt a *Master Connection Fee Ordinance* and an ordinance prescribing the rate and mean loadings per unit or usage prior to the first connection to the sewer system in Newhall Ranch.

6.2. General Requirements. As a result of the topography of the Districts along their shared border, portions of each District's service area can be served in a more economical and environmentally-sound manner by the other District through the use of Cross-Boundary Flow. The Originating District is responsible for building conveyance system to the Receiving District and paying for any additional District sewer capacity needed by the Receiving District to convey the Cross-Boundary Flow.

6.3. Connection Fee for Permanent Cross-Boundary Flow.

A. The Originating District shall pay the Receiving District a permanent Connection Fee using the calculations methods as defined in the Receiving District's connection fee ordinance. If the Originating District will convey the Capacity Units directly to the Receiving District's plant in its own sewer or by using capacity rights that the Originating District holds in an upsized sewer, then the Originating District shall pay a modified Connection Fee rate that excludes the cost of conveyance. These payments are not refundable. For example, the current SCVSD connection fee breakdown is 73% for treatment and 27% for conveyance. Upon paying the Receiving District a permanent Connection Fee, based on the fee in effect at the time of the request, the Originating District will obtain an irrevocable right to use the Receiving District's sewer and treatment capacity in proportion to the amount paid, subject to paying the Receiving District for Ongoing Costs, as defined in Section 7.

6.4. Connection Fees for Temporary Cross-Boundary and Emergency Flow.

A. Connection fees will be payable to the District in which the parcel resides (at the existing connection fee rate of that District).

B. When the Originating District requests that the Receiving District temporarily treat some of its wastewater, the Originating District shall pay into escrow for the Receiving District ("**Escrow Fund**") any annexation fees and an amount equal to the Capacity Units being transferred times the connection fee rate of the Receiving District ("**Temporary Connection Fee**") in effect at the time of the request. If the Originating District will convey the Capacity Units to the Receiving District's plant in its own sewer, or using capacity rights the Originating District holds in an upsized sewer, the Originating District shall pay a modified connection fee rate that excludes the cost of conveyance. Interest earned on the Escrow Fund will be deposited back into the fund.

C. Upon paying the Receiving District a Temporary Connection Fee, the Originating District will obtain a right to use the Receiving District's sewer and Capacity Units in the amount of capacity paid for subject to paying the Receiving District for Ongoing Costs. For Newhall District connections to the VWRP prior to the NRWRP becoming operational, this right will be irrevocable until the NRWRP becomes operational. For all other temporary connections, this right will be irrevocable during the minimum duration committed to by the Receiving District. Thereafter, the right will be revocable by the Receiving District upon 60 days prior written notice to the other District, or shorter notice if approved by the Chief Engineer and General Manager.

D. Fifteen years from the date of the Newhall District's first connection fee payment, and each year thereafter, 1/20th of the Escrow Fund shall be transferred from the Escrow Fund to the account of the Receiving District's choice and not subject to refund described below. This forfeiture of funds will be transferred from the Escrow Fund on an annual basis. If, due to litigation, the development of any portion of the proposed Newhall Ranch Specific Plan project is enjoined, halted, or delayed, then the 15 year timeline for the forfeiture of funds will be tolled for a period coterminous with the delay, or a period of five years, whichever period is less.

E. When the Originating District reduces its Cross-Boundary Flows, it will get a refund from the Receiving District's Escrow Fund equal to the number of Capacity Units removed times the weighted average connection fee rate. The weighted average connection fee rate will be calculated as follows: (total Escrow Fund balance, including interest) / (total Cross Boundary Capacity Units from the Originating District at the time of refund). When issuing a refund, the Receiving District shall account for those Capacity Units and corresponding Temporary Connection Fees which fall under this Agreement separately.

F. No connection fees will be assessed on Cross-Boundary Flows sent at the request of the Receiving District.

G. For temporary Cross-Boundary Flows needed for operational reasons (i.e., not new connections), the Chief Engineer and General Manager of the Receiving District may waive the payment of temporary connection fees. This may include emergency flows as approved by the Chief Engineer and General Manager from time to time, and only for such period of time as the Chief Engineer and General Manager determines to be appropriate. Such waivers for temporary flows shall neither impact capacity ownership in existing facilities, nor trigger capacity expansion as contemplated in paragraph G.

H. Funds in the Receiving District's Escrow Fund may be borrowed by the Receiving District provided that the funds are required to build additional capacity at least in part due to the temporary Cross-Boundary Flows (actual or anticipated). Additional capacity refers only to volumetric capacity, not upgrades to level of treatment. Prior to borrowing, the Receiving District will provide at least 30 days' notice to the Originating District of its intent to borrow. The Receiving District agrees to meet and confer with the Originating District (if requested by the Originating District) regarding the expansion being, at least in part, triggered by Cross-Boundary Flows. Upon meeting and conferring, the Originating District will either approve the Receiving District's proposal or remove the temporary cross-boundary flows within 2 years.

1. Prior to the construction of the NRWRP, if the Santa Clarita District is the Receiving District and the Newhall District is the Originating District, and the Santa Clarita District borrows from the Escrow Fund for expansion of the VWRP, the Santa Clarita District will repay the Escrow Fund.

2. Other borrowing scenarios will be evaluated by the Districts on a case-by-case basis.

7. Ongoing Costs.

7.1. District Service Charge Ordinances. The Santa Clarita District has adopted a *Master Service Charge Ordinance* and a *Service Charge Rate and Mean Loadings Ordinance* that provide for the imposition of charges for services and facilities furnished by, or available from the District in connection with its Sewerage System, and that provides for collection of those charges. The Newhall District shall adopt a *Master Service Charge Ordinance* and a *Service Charge Rate and Mean Loadings Ordinance* prior to the first sewer connection in Newhall Ranch.

7.2. Annual Net Service Charge. Service Charges payable by one District to another will be calculated each fiscal year based on the annual "**Net Cross-Boundary Flow**" between Districts. Homes and businesses will pay service charges to the District in which the parcel resides in the amount prescribed by that District's service charge ordinance.

A. Each fiscal year, an accounting of the Net Cross-Boundary Flow will be calculated by Sewage Units. The Originating District with the higher (outgoing) Cross-Boundary Flow will pay the Receiving District the net Sewage Units times the Receiving District's service charge adjusted to account for ad valorem taxes. For example: If the Newhall District is the Originating District for 100 Sewage Units of Cross-Boundary Flow, and the Santa Clarita District is the Originating District for 70 Sewage Units of Cross-Boundary Flow, then the Net Cross-Boundary Flow would be 30 Sewage Units. Newhall District would pay the Santa Clarita District for 30 Sewage Units x (Santa Clarita Service Charge Rate + equivalent Santa Clarita District ad valorem tax.)

B. Any Cross-Boundary Flows sent at the request of the Receiving District will be billed at the lesser of the two Districts' service charges, to the extent allowed by law. For flow conveyed to the Receiving District's plant entirely within a sewer owned by the Originating District, the cost for such flow would be a modified service charge that excludes the Receiving District's conveyance costs.

8. Treatment of Newhall District's Solids.

8.1. The Santa Clarita District will treat Newhall District solids at the VWRP up to the amount of solids resulting from 2 mgd of flow, and only for so long as the NRWRP does not have solids treatment facilities.

8.2. The Newhall District shall transport its solids to the VWRP for treatment pursuant to the terms in Section 8.1 above.

8.3. The Santa Clarita District will charge the Newhall District for its proportionate share of the cost of digesting, dewatering and managing dewatered solids based on a methodology and frequency determined by the Chief Engineer and General Manager.

8.4. The Newhall District shall pay for any increase in the capacity of the VWRP's solids processing facilities in proportion to its responsibility for the needed capacity.

8.5. The unit cost for solids processing will be determined by the Chief Engineer and General Manager and will include O&M costs, technical support, and administration of the biosolids management program.

8.6. The unit cost for biosolids management will be determined by the Chief Engineer and General Manager and will be based on the contracts Santa Clarita District has with third parties.

8.7. When identifiable, claims arising out of biosolids management shall be attributed to the District causing the claim. If not identifiable, liability shall be split in proportion to the tons of biosolids from each District that led to the liability.

8.8. If the quality of Newhall District biosolids requires that the biosolids of both Districts be managed by a more costly use as determined by the Chief Engineer and General Manager, the Newhall District shall be responsible for the cost differential.

8.9. Dewatering, trucking, and end use/disposal procedures of solids and biosolids will be the same for both agencies.

9. Failure to Make NRWRP Operational. If Newhall District is unable to build, permit, or otherwise make the NRWRP operational by the time the 6000th Capacity Unit is being treated by the Valencia Plant, then the Santa Clarita District may, subject to LAFCO approval if required, build and operate the NRWRP using any funds in the Santa Clarita District Escrow Fund and the treatment portion of any connection fees in Newhall District's possession. Upon LAFCO approval, if required, the Newhall District shall quitclaim the NRWRP and any related property to the Santa Clarita District and transfer all capacity rights at the NRWRP to the Santa Clarita District, and the Santa Clarita District will have no obligation to repay the Santa Clarita District Escrow Fund.

10. Delegation of Authority. Each District hereby authorizes its Chief Engineer and General Manager, or his or her designee, to take all actions necessary to implement this Agreement.

10.1. Termination. The Parties to this Agreement may only terminate for cause. For-cause breach means a violation of a covenant to pay or perform an essential obligation set forth in this Agreement. The Party wishing to terminate the Agreement shall provide written notice to the other Party, which will have a 180 day opportunity to cure the defect. However, this Agreement will not be terminated, and no Party to this Agreement will be responsible, for any failure or delay in the performance of this Agreement for the period that such failure or delay is (a) beyond the reasonable control of a Party, (b) materially affects the performance of any of its obligations under this Agreement, and (c) could not have reasonably been foreseen or provided against, including general economic or other conditions such as litigation and natural disasters. Upon termination of this Agreement under this provision, the non-terminating Party will have five years to cease discharging wastewater and/or delivering biosolids to the other District.

10.2. Cooperation. Each Party shall use reasonable efforts, undertaken diligently and in good faith, to comply with all provisions of this Agreement. The Parties shall cooperate and execute any further or additional documents which may be necessary to further or

complete the terms of this Agreement. The Santa Clarita District and the Newhall District delegate to their Chief Engineer and General Manager the authority to approve and execute on each District's behalf any documentation necessary to complete or further the terms of this Agreement.

10.3. Governing Law. This Agreement will be administered, construed and enforced according to the laws of the State of California.

10.4. Amendment; Complete Agreement. All amendments and supplements to this Agreement must be in writing and executed by both parties to this Agreement. This Agreement contains the entire agreement and understanding between the Parties concerning shared sewerage and treatment facilities and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by either of the Parties.

10.5. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular; and the masculine and neuter genders will be deemed to include the masculine, feminine and neuter. The descriptive heading for each portion of this Agreement will not affect the interpretation or the legal efficacy of this Agreement or that portion of the Agreement.

10.6. Construction. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a pParty because it was responsible for drafting one or more provisions of this Agreement.

10.7. Waiver. No waiver by the Districts of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement will be effective unless that waiver is in writing and signed by the District making the waiver.

10.8. Third Parties. Except as expressly provided in this Agreement, , nothing contained in this Agreement will create any rights in any person or entity not a Party to this Agreement.

[Signatures appear on following page.]

The Districts are signing this Agreement as of the Effective Date.

SANTA CLARITA VALLEY SANITATION
DISTRICT OF LOS ANGELES COUNTY

By: _____
Chairperson
NOV 30 2017

ATTEST:

_____
Secretary

NEWHALL RANCH SANITATION
DISTRICT OF LOS ANGELES COUNTY

By: _____
Chairperson
DEC 12 2017

ATTEST:

_____
Secretary

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

FIVEPOINT™

Contract No. 5073A

November 16, 2017

Santa Clarita Valley Sanitation District of Los Angeles County
Newhall Ranch Sanitation District of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Grace R. Hyde, Chief Engineer and General Manager

Re: Consent to the Joint Sewerage Services Agreement

Dear Ms. Hyde :

The Newhall Land and Farming Company (a California Limited Partnership), a California limited partnership ("**NLFC**"), as party to the January 9, 2002 Agreement Between County Sanitation Districts Nos. 26 and 32 of Los Angeles County[1] and the Newhall Land and Farming Company Regarding a Plan for the Coordination of Wastewater Management Facilities Relating to the Newhall Ranch Specific Plan Development (CSD Contract #3868) (referred to herein as the "**Interconnection Agreement**"), hereby acknowledges and consents to the terms of the Joint Sewerage Services Agreement ("**JSSA**") attached hereto between Newhall Ranch Sanitation District of Los Angeles County ("**Newhall District**") and Santa Clarita Valley Sanitation District of Los Angeles County ("**Santa Clarita District**") (together, the "**Districts**").

The Interconnection Agreement was, by its terms, intended to be a "road map" for the formation and operation of the Newhall District. Several milestones set out in the Interconnection Agreement have been met, including the formation of the Newhall District and its becoming a signatory to the Joint Administration Agreement of the County Sanitation Districts of Los Angeles County. However, since 2002, the Districts have determined that a jointly-owned sewerage system is not in the best interests of the Districts. NLFC acknowledges and consents to the alternative ownership framework for the regional sewerage system set forth in the JSSA, and acknowledges that the JSSA will supersede the Interconnection Agreement to the extent that they conflict, including specifically Sections I, II.A. 1-4, II.B.1, III.C, IV, V.C., V.E, X.A and X.B.

Pursuant to Section XII of the Interconnection Agreement, the Santa Clarita District may assign its rights and obligations in the Interconnection Agreement to any of the other County

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[1] In 2005, County Sanitation Districts Nos. 26 and 32 consolidated to become the Santa Clarita Valley Sanitation District of Los Angeles County.

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DOC# 4267316

Sanitation Districts of Los Angeles County. NLFC hereby consents to and approves of the JSSA's provisions under which the Santa Clarita District assigns to the Newhall District certain interests, rights, obligations and liabilities set forth in the Interconnection Agreement. NLFC acknowledges and accepts its continuing duty to indemnify the Santa Clarita District pursuant to Section XIII of the Interconnection Agreement, which indemnity rights are retained by the Santa Clarita District as set forth in Paragraph 2.1 of the JSSA. NLFC hereby agrees that its obligations to the "Districts" and the "SCVJSS" and the "SCVJSSA" under Section XIII of the Interconnection Agreement will, from the date of this Consent forward, be NLFC's irrevocable obligations in favor of both the Newhall District and the Santa Clarita District.

NLFC accepts, without the need for further writings, the obligation to accommodate Santa Clarita's prospective Upsizing request pursuant to the terms set forth in Section 5.3B of the JSSA.

NLFC expressly and intentionally waives all rights, claims, and actions that NLFC now has or in the future may have against the Santa Clarita District or the Newhall District arising under or relating to the JSSA as it relates to the supersession of the Interconnection Agreement, or the assignment and assumption of interests, rights, obligations, and liabilities by the Santa Clarita District to the Newhall District as described above.

Very truly yours,

THE NEWHALL LAND AND FARMING COMPANY (A CALIFORNIA LIMITED PARTNERSHIP), a California limited partnership

By: NWHL GP, LLC, a Delaware limited liability company, its General Partner

By: LandSource Holding Company, LLC, a Delaware limited liability company, its Sole Member

By: Five Point Land, LLC, a Delaware limited liability company, its Sole Member

By: Five Point Operating Company, LP, a Delaware limited partnership, its Sole Manager

By: _____

Name: Donald L. Kimball
Title: Vice President & Assistant Secretary

T.M. 11/16/17
WSA 11/10/17

Acknowledged and Approved:

NEWHALL RANCH SANITATION DISTRICT OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors
NOV 30 2017

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By _____
District Counsel

APPENDIX C

NRSD DRAINAGE BASIN
FLOW CALCULATIONS

TABLE B-1
LANDMARK VILLAGE PROJECT SEWER FLOWS

Drainage Basin	Location	Land Use	Description	Type	Building (sf)	DU	Total Area (ac)	DPW					LACSD				
								Unit Based Average Coeff (gpd/DU)	Acre Based Peak Coeff (cfs/ac)	Average Flow (cfs)	Peak Flow (cfs)	Average Flow (mgd)	Unit Based Average Coeff (gpd/DU)	Acre Based Peak Coeff (cfs/ac)	Average Flow (cfs)	Peak Flow (cfs)	Average Flow (mgd)
5	Landmark		Commercial	Business Park			4.20	-	0.015	0.02	0.06	0.01	-	0.010	0.01	0.04	0.01
5	Landmark		Residential	M.F. Condo		479	34.29	0.001	-	0.15	0.48	0.10	156	-	-	-	0.07
5	Landmark		Public Facility				3.28	-	0.018	0.02	0.06	0.01	-	0.011	0.01	0.04	0.01
5	Landmark		Recreation	Rec			4.43	-	0.002	0.00	0.01	0.00	-	0.011	0.01	0.05	0.01
5	Landmark		Residential	SFD-3800		50	6.09	0.001	-	0.01	0.05	0.01	260	-	-	-	0.01
5	Landmark		Residential	SFD-4500		91	10.61	0.001	-	0.02	0.09	0.01	260	-	-	-	0.02
5	Landmark		Residential	SFD-5500		99	15.50	0.001	-	0.03	0.10	0.02	260	-	-	-	0.03
5	Non-Wastewater Generating Acreage						47.28	-	-	-	-	-	-	-	-	-	-
Subtotal DB 5						*719*	*125.67*	-	-	-	-	*0.16*	-	-	-	-	*0.16*
8	Landmark		Commercial	Business Park			20.97	-	0.015	0.09	0.31	0.06	-	0.010	0.06	0.21	0.04
8	Landmark		Public Facility	Fire Station			1.35	-	0.018	0.00	0.02	0.00	-	0.011	0.00	0.01	0.00
8	Landmark		Residential	M.F. Apt/Condo		372	18.74	0.001	-	0.11	0.37	0.07	156	-	-	-	0.06
8	Landmark		Residential	M.F. Condo		154	14.56	0.001	-	0.04	0.15	0.03	156	-	-	-	0.02
8	Landmark		Public Facility				4.73	-	0.018	0.02	0.09	0.01	-	0.011	0.01	0.05	0.01
8	Landmark		Recreation	Park			9.88	-	0.002	0.00	0.02	0.00	-	0.011	0.03	0.11	0.02
8	Landmark		Recreation	Park-Pvt.			0.55	-	0.002	0.00	0.00	0.00	-	0.011	0.00	0.01	0.00
8	Landmark		Recreation	Rec			1.39	-	0.002	0.00	0.00	0.00	-	0.011	0.00	0.02	0.00
8	Landmark		Public Facility	School			9.73	-	0.018	0.05	0.18	0.03	-	0.011	0.03	0.11	0.02
8	Landmark		Residential	SFD-3800		74	9.30	0.001	-	0.02	0.07	0.01	260	-	-	-	0.02
8	Landmark		Residential	SFD-5000		80	11.14	0.001	-	0.02	0.08	0.01	260	-	-	-	0.02
8	Non-Wastewater Generating Acreage						64.68	-	-	-	-	-	-	-	-	-	-
Subtotal DB 8						*680*	*167.01*	-	-	-	-	*0.22*	-	-	-	-	*0.21*
TOTAL						1,399	292.68	-	-	-	-	0.38	-	-	-	-	0.37