



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 15, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH CASTAIC LAKE WATER AGENCY
PETER J. PITCHESS DETENTION CENTER
(FIFTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed conveyance of easements is categorically exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the attached Agreement together with the Easement Deeds granting a temporary and permanent easement for two separate locations to the Castaic Lake Water Agency (CLWA) over portions of contiguous unimproved County-owned parcels located in the unincorporated area of Castaic for construction, repair, operation and maintenance of underground water transmission pipelines.
3. Authorize the Auditor-Controller to issue a warrant as directed by the Chief Administrative Office (CAO) in the total amount of \$74,641 to CLWA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to grant easements for two separate locations over several contiguous unimproved County-owned parcels, within the Peter J. Pitchess Detention Center (PPDC) to CLWA for its underground water transmission pipelines. Each proposed easement location requires a temporary easement for construction, installation or repair of the pipelines and a permanent easement for operation and maintenance thereafter. One of the two permanent easements will directly benefit the Los Angeles County Waterworks District 36 by providing a larger size connection to the existing one and therefore increasing water availability to the District's customers.

The second pipeline will resolve a long-term problem for the PPDC involving the availability of an emergency water supply. Currently a ground water pumping system located on the PPDC and operated by the Sheriff is the sole source of water for the facility. If the pumping system was shut down for any reason, the water supply to the facility would be interrupted. Approval of the attached Agreement would allow for the purchase of emergency water from the CLWA. The Agreement would also provide for reimbursement to the CLWA for repairs to the existing pipeline which would serve the facility in an emergency. The existing pipeline, which was installed without an easement, was damaged in the flooding of Castaic Creek and repaired by the CLWA.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). The granting of easements for transmission pipelines to provide water to County constituents is consistent with that Goal.

FISCAL IMPACT/FINANCING

An independent third party appraisal has determined the fair market value of the proposed easements to be \$32,100. The County and CLWA agree that the cost to repair the County's 14-inch water transmission pipeline connection to the PPDC was \$106,741. The parties have further agreed to offset the cost of the County's pipeline repairs against the fair market value of the easements, which requires payment to CLWA in the total amount of \$74,641. This payment will be funded from the Sheriff's General Fund Account No. 15739-4775.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CLWA has a water service contract with the State of California to provide supplemental water from the State Water Project for distribution to retail water providers within its boundaries. CLWA has concluded that the most efficient and economical transmission of water is along the proposed easement routes.

The first permanent pipeline easement (Pitchess Pipeline) would involve approximately 2.60 acres and calls for a lateral extension to an existing pipeline system located west of Biscailuz Drive. The Pitchess Pipeline would be connected to a water line connection within the PPDC, then travel southwest of the Southern California right-of-way to a proposed pumping station west of the Golden State Freeway (5), near the intersection of the Old Road and Sedona Way. The approximate width of the easement is 20 feet. The pipeline width will be 24 inches located at a variable depth of four to five feet.

This lateral extension will provide increased water supply to the County's Waterwork District 36, which serves 1,300 customers in the unincorporated area of Castaic.

The second permanent pipeline easement (N-1 Lateral Repair) covers approximately 1.26 acres and would allow for the replacement and repair of an existing pipeline system located along the north side of Tapia Canyon Road, between Castaic Road and Charley Canyon Road, east of the Golden State Freeway (5). The approximate width of the easement is estimated to be between 74.14 feet to 89.14 feet. The pipeline width will be 20 inches located at a variable depth with the shallowest point being about nine feet.

The estimated time needed to facilitate the construction, installation, replacement and/or repair of the Pitchess Pipeline and the N-1 Lateral Repair is approximately one year for both locations.

Pursuant to the terms of the attached Agreement, CLWA has agreed to provide emergency water to the PPDC in the event of an unexpected failure of the County's local ground water system at Agency's cost, subject only to availability of imported supplies from the State Water Project and other sources outside the Agency's boundaries.

County Counsel has reviewed the attached Agreement and has approved it as to form.

The Sheriff's Department and Department of Public Works have reviewed and concur with the recommended actions.

ENVIRONMENTAL DOCUMENTATION

The granting of the proposed easements is categorically exempt under Class 1 of the State California Environmental Quality Act guidelines and the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

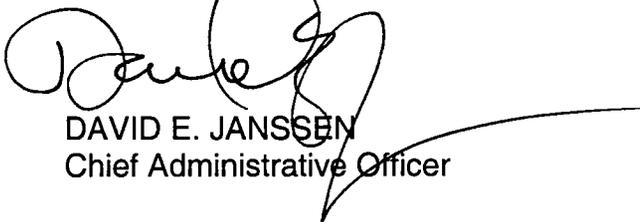
The proposed actions will have no impact on current County services or any other planned or approved project.

The Honorable Board of Supervisors
March 15, 2005
Page 4

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Agreement together with the executed Easement Deeds, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:RL:cc

Attachment

c: County Counsel
Auditor-Controller
Sheriff's Department
Department of Public Works

CLWA.b

AGREEMENT
PETER J. PITCHESS DETENTION CENTER

This Agreement ("Agreement") is made and entered into this _____ day of _____ 2005, by and between the CASTAIC LAKE WATER AGENCY a public water agency, ("Agency") and the COUNTY OF LOS ANGELES, a body corporate and politic (the "County").

RECITALS:

- A. The County is the owner of certain real property situated in the County of Los Angeles, commonly known as the Peter J. Pitchess Detention Center (PPDC); and
- B. The Agency has a water service contract with the State of California to provide supplemental water from the State Water Project for distribution to retail water providers within the boundaries of Agency; and
- C. The most convenient and economical route for the transmission of water received from the State to a portion of the area to be serviced by Agency is across the PPDC; and
- D. On May 21, 1974 County granted Agency a permanent easement and right-of-way to construct and maintain a 54-inch water conduit subject to a number of conditions, including a requirement that Agency provide two (2) blank flange openings in said conduit for water service connections to PPDC at no cost to the County; and
- E. In accordance with the May 21, 1974 agreement, Agency's turnouts "LA-1" and "LA-3" are designated for County use. "LA-1" is currently connected to the PPDC water system, and "LA-3" is currently available for use by Los Angeles County Waterworks District 36; and

- F. County is willing to grant to Agency the necessary easements to construct, install, operate and maintain the Agency's proposed Lateral Extension, now known as the Pitchess Pipeline, and the N-1 Lateral Repair, a replacement of an existing line that was washed out as a result of flooding of the Castaic Creek crossing; and
- G. Due to the flooding of the Castaic Creek crossing, County's 14-inch water pipeline which connects the County's North Wells with the PPDC system also sustained damage; and
- H. Agency has effected necessary repairs and replacement of the County's damaged water pipeline at a cost of \$106,741; and
- I. County supplies potable groundwater available for PPDC from four wells (North Wells) on PPDC property located north of Tapia Canyon Road; and
- J. County desires to purchase water from the Agency during emergency situations.

AGREEMENT

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

1. The foregoing RECITALS are true and correct and are incorporated into this agreement by this reference.
2. Upon execution of this Agreement, County agrees to pay to Agency the total amount of Seventy-Four Thousand Six Hundred Forty-One and No/100 Dollars (\$74,641). This amount represents the total cost of \$106,741 which Agency has expended to repair and replace the County's 14-inch water pipeline less \$32,100, which represents the total value for the proposed temporary and permanent easements for the Pitchess Pipeline and the N-1 Lateral Repair. In exchange for the payment of \$74,641 herein, Agency agrees to provide emergency water

when requested by County. Emergency water means PPDC's local groundwater water system is unable to deliver water due to an unanticipated failure of the system. The Agency agrees to deliver the necessary quantity of water through the existing "LA-1" connection, and the County agrees to take all reasonable efforts to restore operations of the local groundwater system on a timely basis. Agency's water delivery to PPDC shall only be subject to availability of imported supplies from the State Water Project and other sources outside the Agency's boundaries. Water charges shall be billed to the County on a monthly basis at the Agency's cost, and paid by the County on a monthly basis. County and Agency further agree to work cooperatively to schedule water deliveries utilizing available capacity during outages of the PPDC groundwater system.

3. County shall grant to Agency, a temporary and permanent utility easement for two (2) separate locations within the County's PPDC property by execution of easement documents in the form attached hereto as Attachments A and B. The purpose of the easements is for the construction, installation, operation, maintenance, and repair of underground water transmission conduit as described in Attachments A and B, respectively. Attachments A and B are by this reference incorporated herein and made a part hereof as if fully set forth herein.
4. Agency agrees that it shall be solely responsible for coordinating utility interferences arising during its construction, installation, operation, maintenance, and repair activities on the PPDC. Agency agrees to indemnify, defend, and hold County harmless from any claims or liability arising solely from Agency's activities.

/ / / SIGNATURE PAGE FOLLOWS / /

IN WITNESS HEREOF, Agency has executed this Agreement, or caused it to be executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof the day, month and year first written above

CASTAIC LAKE WATER AGENCY

By: 

COUNTY OF LOS ANGELES

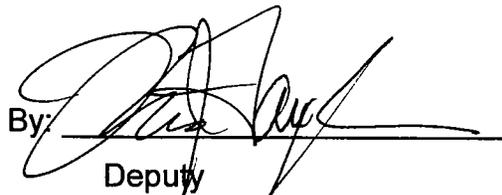
By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR
County Counsel

By: 
Deputy

LIST OF ATTACHMENTS

- A. TEMPORARY EASEMENT AND UTILITY EASEMENT FOR PARCELS 2866-004-901, 906 & 909
- B. TEMPORARY EASEMENT AND UTILITY EASEMENT FOR PARCELS 2865-012-907, 915, 916 & 917; 2865-021-901 & 902 PORTION

RECORDING REQUESTED BY & MAIL TO
County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Carlos Brea

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Space above this line for Recorder's use
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2866-004-901, 906, & 909

TEMPORARY EASEMENT

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **CASTAIC LAKE WATER AGENCY**, hereinafter referred to as "Grantee", a temporary easement for construction purposes across the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", as shown and delineated in Exhibit "B", hereinafter referred to as the "Property", which are attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, upon completion of the proposed construction, but no later than December 31, 2006. Thereafter, Grantee shall have no further rights pursuant to this Easement.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. It is expressly understood that the County will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
- e. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- f. In the event that Grantee causes a disturbance to any existing ground surface improvement located within the entire easement area, Grantee shall be solely responsible for restoring such improvement to the same extent, value, condition and character that existed immediately prior to such disturbance.

Dated _____

COUNTY OF LOS ANGELES

By: _____

Gloria Molina
Chair, Board of Supervisors

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

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2005, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

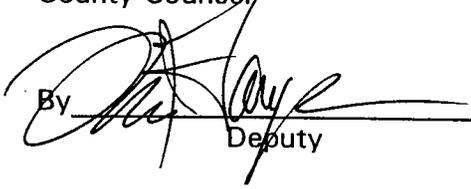
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

RECORDING REQUESTED BY & MAIL TO
County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Carlos Brea

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THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2866-004-901, 906 & 909

UTILITY EASEMENT

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **CASTAIC LAKE WATER AGENCY**, hereinafter referred to as "Grantee", an easement for the purposes of installation, operation, maintenance, repairing, replacing, restoring, or reconstructing subsurface water pipeline facilities, and no other purposes, upon the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", hereinafter referred to as the "Property", which is attached hereto and by this reference made a part thereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, upon Grantee's abandonment of the subsurface water pipeline facilities installed upon the Property. Thereafter, Grantee shall have no further rights pursuant to this Easement.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. It is expressly understood that the County will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
- e. The provisions and conditions contained in the Easement shall be binding upon Grantee and Grantor, each of their successors and assigns.
- f. Immediately upon Grantee's abandonment of the Property, Grantee shall remove the subsurface water pipeline facilities installed on the Property.
- g. County reserves the right to use the Property for any and all purposes consistent with enjoyment of the easement herein granted. In the event that Grantee causes a disturbance to any existing ground surface improvement located within the entire easement area, Grantee shall be solely responsible for restoring such improvement to the same extent, value, condition and character that existed immediately prior to such disturbance.

Dated _____

COUNTY OF LOS ANGELES

By: _____

Gloria Molina
Chair, Board of Supervisors

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

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2005, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

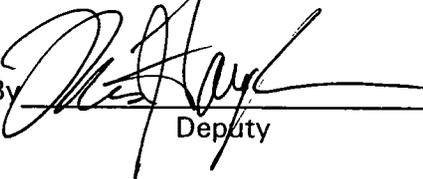
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  Deputy

(deed).1

EXHIBIT A

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

Being a portion of the Rancho San Francisco, in the City of Santa Clarita, County of Los Angeles, State of California, per map recorded in Book 1, Pages 521 and 522 of Patents, in the office of the County Recorder of said County, described as follows:

Beginning at a two inch iron pipe set at an angle point in the easement hereinafter referred to as "Castaic Lake Water Lateral", as said easement is shown on the Alignment Survey recorded in Book 89, Pages 79 through 88, inclusive of Record of Surveys of said County, said iron pipe being located at Station 135+38.42, as shown on said Survey; thence along the centerline of said easement South $30^{\circ}17'40''$ East 641.44 feet; thence South $59^{\circ}43'29''$ West 15.00 feet to a point in the southwesterly line of said Castaic Lake Water Lateral; thence South $59^{\circ}43'29''$ West 160.53 feet; thence North $86^{\circ}47'25''$ West 20.52 feet; thence North $3^{\circ}12'35''$ East 21.00 feet to a point in a line parallel with and 21.00 feet northerly of, measured at right angles, the line hereinabove described in the second and third courses of Parcel 1, said point being the True Point of Beginning of this description; thence along said parallel line by the following two courses:

- 1st: North $86^{\circ}47'25''$ West 981.12 feet; thence,
- 2nd: North $84^{\circ}58'47''$ West 137.10 feet to a point in a non-tangent curve, concave southerly and having a radius of 9356.35 feet, said curve being concentric to an 11.00 feet westerly of, measured at right angles, the curve hereinabove described in the fourth course of Parcel 1; thence,
- 3rd: Southerly along said concentric curve an arc distance of 1201.79 feet through a central angle of $7^{\circ}21'34''$ to a point in a line parallel with and 17.00 feet northerly of, measured at right angles, the line hereinabove described in the fifth course of Parcel 1; thence along said parallel line,
- 4th: North $77^{\circ}31'43''$ West 813.32 feet to a point in a line parallel with and 8.00 feet northwesterly and northerly of, measured at right angles, the lines hereinabove described in the sixth and seventh courses of Parcel 1; thence along said parallel line by the following two courses:
 - 5th: South $54^{\circ}13'35''$ West 652.28 feet; thence,
 - 6th: North $80^{\circ}46'25''$ West 40.14 feet to a point in the easterly boundary of State Highway No. 5; thence along said boundary,
 - 7th: South $5^{\circ}13'20''$ West 50.12 feet to a point in a line parallel with and 50.00 feet southerly and southeasterly of, measured at right angles, the lines hereinabove described in the fifth and sixth courses of this description; thence along said parallel line by the following two courses:

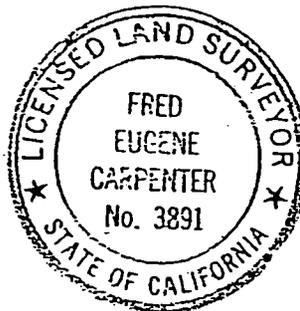
- 8th: South 80°46'25" East 57.36 feet; thence,
 9th: North 54°13'35" East 583.58 feet to a point in a line parallel to and 100.00 feet southerly of, measured at right angles, the line hereinabove described in the fourth course of this description; thence along said parallel line,
 10th: South 77°31'43" East 885.56 feet to a point in a non-tangent curve, concave southerly and having a radius of 9406.35 feet, said curve being concentric to and 50.00 feet easterly of, measured at right angles, the curve hereinabove described in the third course of this description; thence,
 11th: Northerly along said concentric curve an arc distance of 1258.29 feet through a central angle of 7°39'52" to a point in a line parallel with and 50.00 feet southerly of, measured at right angles, the lines hereinabove described in the first and second courses of this description; thence along said parallel line by the following two courses:
 12th: South 84°58'47" East 87.84 feet; thence,
 13th: South 86°47'25" East 1201.91 feet; thence,
 14th: North 3°12'35" East 200.00 feet; thence,
 15th: North 86°47'25" West 220.00 feet to a point in a line passing through the True Point of Beginning of this description and having a bearing of North 3°12'35" East; thence along said line,
 16th: South 3°12'35" West 150.00 feet to the True Point of Beginning of this description.

EXCEPTING THEREFROM that portion lying within Parcel 1, hereinabove described.

ALSO EXCEPTING THEREFROM that portion lying within said Castaic Lake Water Lateral.

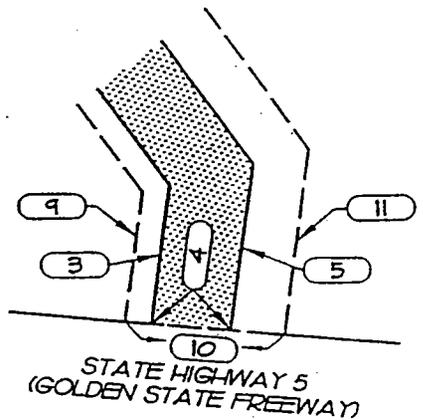
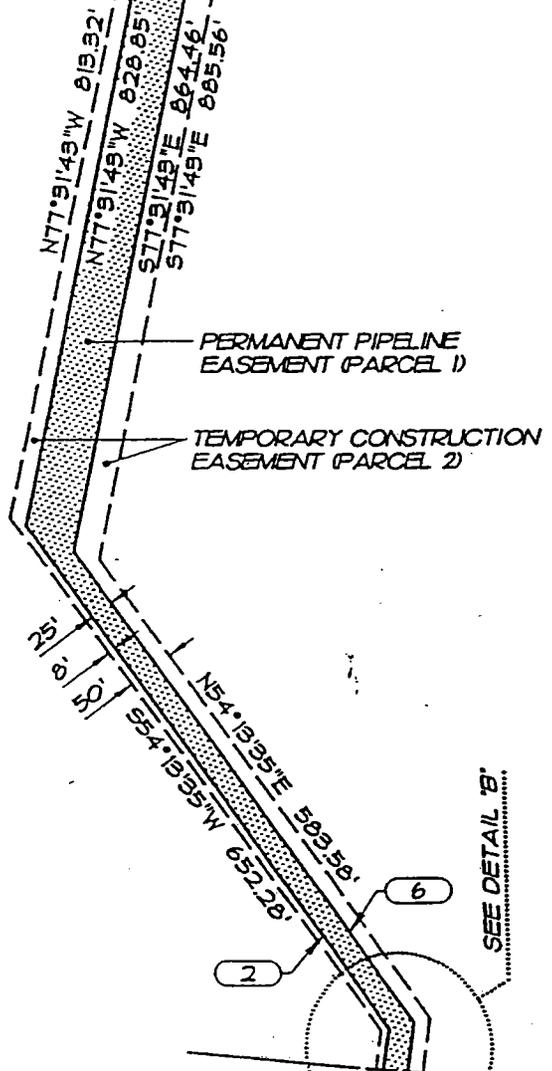
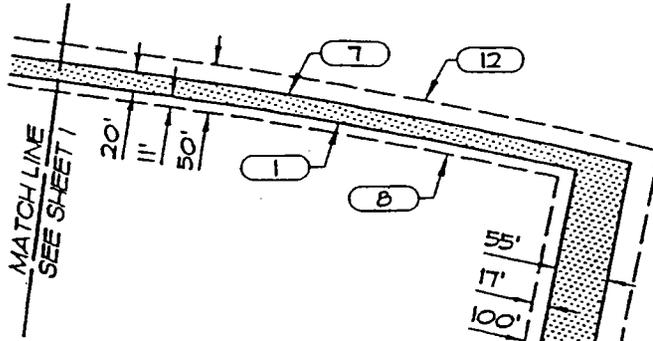
Containing 3.66 acres, more or less.

Fred E. Carpenter, Jr. 6-9-98
 Fred E. Carpenter, Jr. Date
 L.S. 3891 (Expires 6/30/00)

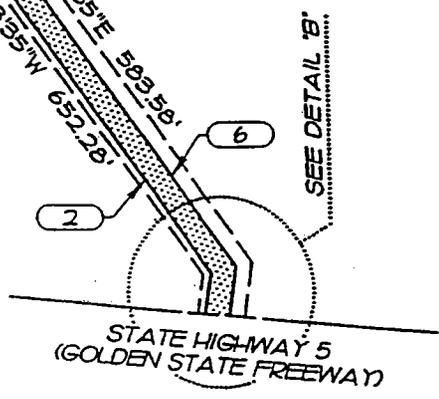


○ LINE/CURVE TABLE:

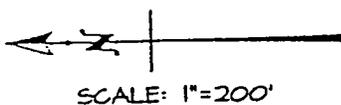
1	$\Delta=7^{\circ}20'06''$ R=9367.35' L=1199.22'
2	S54°13'35"W 639.95'
3	N80°46'25"W 42.90'
4	S5°13'20"W 25.06'
5	S80°46'25"E 51.50'
6	N54°13'35"E 548.90'
7	$\Delta=7^{\circ}32'56''$ R=9387.35' L=1236.82'
8	$\Delta=7^{\circ}21'34''$ R=9356.35' L=1201.79'
9	N80°46'25"W 40.14'
10	S5°13'20"W 50.12'
11	S80°46'25"E 57.36'
12	$\Delta=7^{\circ}39'52''$ R=9406.35' L=1258.29'



DETAIL 'B'
 1"=60'



SEE DETAIL 'B'



SCALE: 1"=200'

PREPARED BY:
 BENNER AND CARPENTER
 506 EAST MAIN STREET
 SANTA PAULA, CA 93060
 (805) 525-3396

EXHIBIT 'B'
 SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 1 (PERMANENT PIPELINE EASEMENT)

Being a portion of the Rancho San Francisco, in the City of Santa Clarita, County of Los Angeles, State of California, per map recorded in Book 1, Pages 521 and 522 of Patents, in the office of the County Recorder of said County, described as follows:

Beginning at a two inch iron pipe set at an angle point in the easement hereinafter referred to as "Castaic Lake Water Lateral", as said easement is shown on the Alignment Survey recorded in Book 89, Pages 79 through 88, inclusive of Record of Surveys of said County, said iron pipe being located at Station 135+38.42, as shown on said Survey; thence along the centerline of said easement South 30°17'40" East 641.44 feet; thence South 59°43'29" West 15.00 feet to a point in the southwesterly line of said Castaic Lake Water Lateral and the True Point of Beginning of this description; thence,

- 1st: South 59°43'29" West 160.53 feet; thence,
- 2nd: North 86°47'25" West 1001.98 feet; thence,
- 3rd: North 84°58'47" West 126.38 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 9367.35 feet, a radial to said point bears South 85°03'56" East; thence,
- 4th: Southerly along said curve an arc distance of 1199.22 feet through a central angle of 7°20'06"; thence non-tangent to said curve,
- 5th: North 77°31'43" West 828.85 feet; thence,
- 6th: South 54°13'35" West 639.95 feet; thence,
- 7th: North 80°46'25" West 42.90 feet to a point in the easterly boundary of State Highway No. 5; thence along said boundary,
- 8th: South 5°13'20" West 25.06 feet to a point in a line parallel with and 25.00 feet southerly and southeasterly of, measured at right angles, the lines hereinabove described in the sixth and seventh courses of this description; thence along said parallel line by the following two courses:
- 9th: South 80°46'25" East 51.50 feet; thence,
- 10th: North 54°13'35" East 598.90 feet to a point in a line parallel with and 55.00 feet southerly of, measured at right angles, the line hereinabove described in the fifth course; thence along said parallel line,
- 11th: South 77°31'43" East 864.46 feet to a point in a non-tangent curve, concave westerly and having a radius of 9387.35 feet, said curve being concentric to and 20.00 feet easterly of, meas-

ured at right angles, the curve hereinabove described in the fourth course of this description;
thence,

12th: Northerly along said concentric curve an arc distance of 1236.82 feet through a central angle of $7^{\circ}32'56''$ to a point in a line parallel with and 20.00 feet southerly and southeasterly of, measured at right angles, the lines hereinabove described in the first through third courses, inclusive of this description; thence along said parallel line by the following three courses:

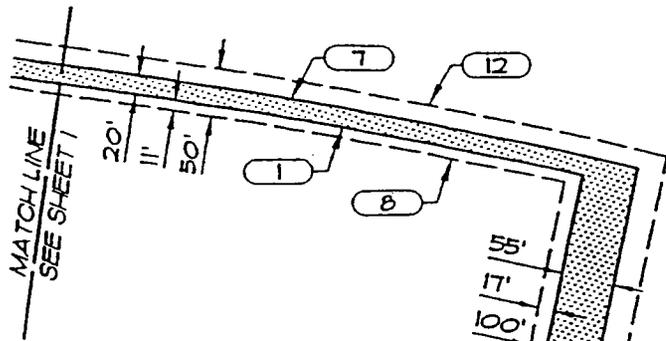
13th: South $84^{\circ}58'47''$ East 106.69 feet; thence,

14th: South $86^{\circ}47'25''$ East 1008.31 feet; thence,

15th: North $59^{\circ}43'29''$ East 166.55 feet to a point in said southwesterly line of Castaic Lake Water Lateral; thence along said southwesterly line,

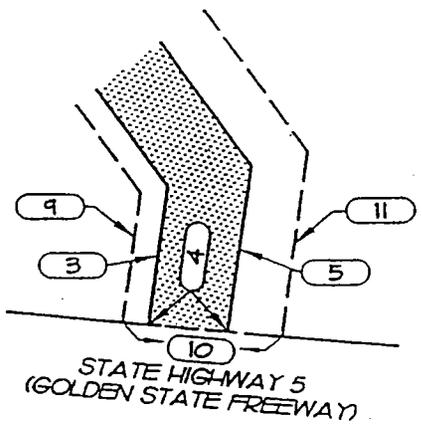
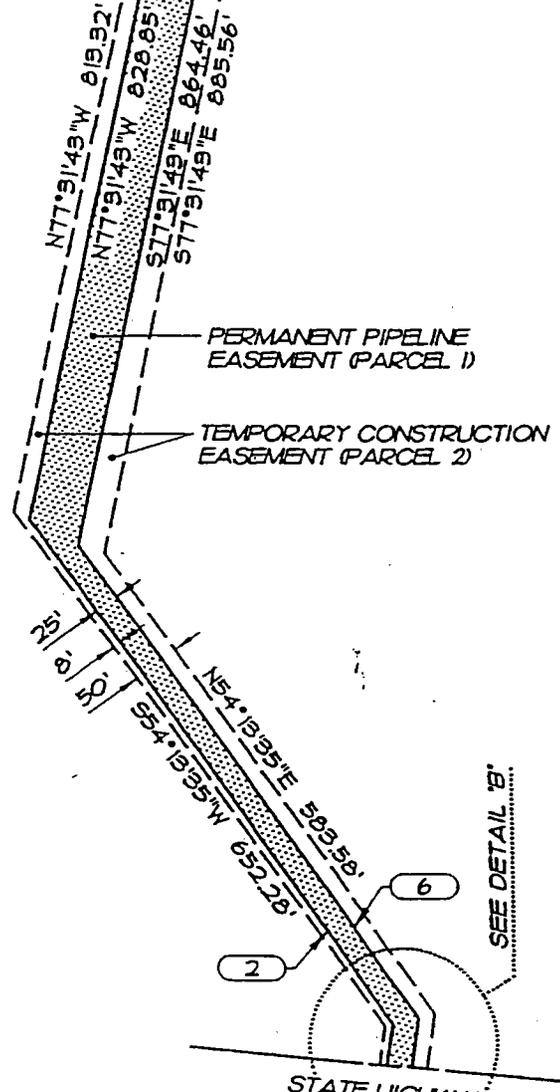
16th: North $30^{\circ}17'40''$ West 20.00 feet to the True Point of Beginning of this description.

Containing 2.60 acres, more or less.

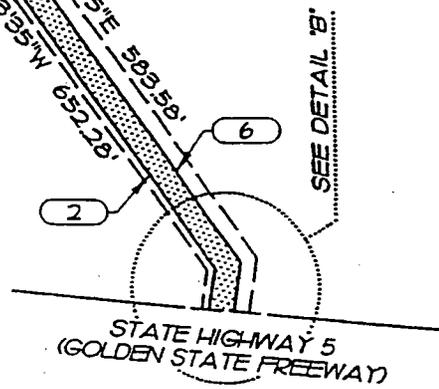


LINE/CURVE TABLE:

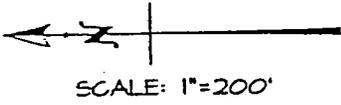
1	$\Delta=7^{\circ}20'06''$ R=9367.35' L=1199.22'
2	S54°13'35"W 639.95'
3	N80°46'25"W 42.90'
4	S5°13'20"W 25.06'
5	S80°46'25"E 51.50'
6	N54°13'35"E 598.90'
7	$\Delta=7^{\circ}32'56''$ R=9387.35' L=1236.82'
8	$\Delta=7^{\circ}21'34''$ R=9356.35' L=1201.79'
9	N80°46'25"W 40.14'
10	S5°13'20"W 50.12'
11	S80°46'25"E 57.36'
12	$\Delta=7^{\circ}39'52''$ R=9406.35' L=1258.29'



DETAIL 'B'
 1"=60'



SEE DETAIL 'B'



PREPARED BY:
 BENNER AND CARPENTER
 506 EAST MAIN STREET
 SANTA PAULA, CA 93060
 (805) 525-3396

EXHIBIT 'B'
 SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

RECORDING REQUESTED BY & MAIL TO *
County of Los Angeles *
Chief Administrative Office *
Real Estate Division *
222 South Hill Street, 3rd Floor *
Los Angeles, CA 90012 *
Attn: Carlos Brea *

Space above this line for Recorder's use _____
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2865-012-907, 915, 916 & 917; 2865-021-901 & 902 (Portion)

TEMPORARY EASEMENT

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **CASTAIC LAKE WATER AGENCY**, hereinafter referred to as "Grantee", a temporary easement for construction purposes across the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", as shown and delineated in Exhibit "B", hereinafter referred to as the "Property", which are attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, upon completion of the proposed construction, but no later than December 31, 2006. Thereafter, Grantee shall have no further rights pursuant to this Easement.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. It is expressly understood that the County will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
- e. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- f. In the event that Grantee causes a disturbance to any existing ground surface improvement located within the entire easement area, Grantee shall be solely responsible for restoring such improvement to the same extent, value, condition and character that existed immediately prior to such disturbance.

Dated _____

COUNTY OF LOS ANGELES

By: _____
Gloria Molina
Chair, Board of Supervisors

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

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2005, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

(deed).1

EXHIBIT A

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A portion of Section 25, Township 5 North, Range 17 West, San Bernardino Meridian, in the unincorporated territory of the County of Los Angeles, described as follows:

Beginning at the intersection of the centerline of Tapia Canyon Road, 40.00 feet wide, and the westerly line of Charley Canyon Road, 30.00 feet wide, as shown on the map of Tract No. 14955, recorded in Book 354, Pages 39 through 46, inclusive of Maps, records of said County, said point being the common corner of Sections 25, 30, 31 and 36 of said Township and Range; thence along said westerly line of Charley Canyon Road North 0°20'46" West 20.00 feet to a point in the northerly line of said Tapia Canyon Road; thence along said northerly line South 89°51'52" West 392.91 feet to the True Point of Beginning of this description; thence,

- 1st: North 0°08'08" West 89.14 feet; thence,
- 2nd: South 89°51'52" West 209.21 feet; thence,
- 3rd: South 44°51'52" West 21.21 feet; thence,
- 4th: South 89°51'52" West 469.54 feet; thence,
- 5th: South 0°08'08" East 74.14 feet to a point in said northerly line of Tapia Canyon Road; thence along said northerly line,
- 6th: South 89°51'52" West 50.00 feet; thence,
- 7th: North 0°08'08" West 120.00 feet; thence,
- 8th: North 89°51'52" East 793.75 feet; thence,
- 9th: South 0°08'08" East 120.00 feet to a point in said northerly line of Tapia Canyon Road; thence along said northerly line,
- 10th: South 89°51'52" West 50.00 feet to the True Point of Beginning of this description.

Containing 0.93 acres, more or less.

Fred E. Carpenter, Jr. 9-17-93
Fred E. Carpenter, Jr. Date
LS 3891 (Expires 6/30/96)



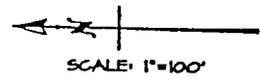
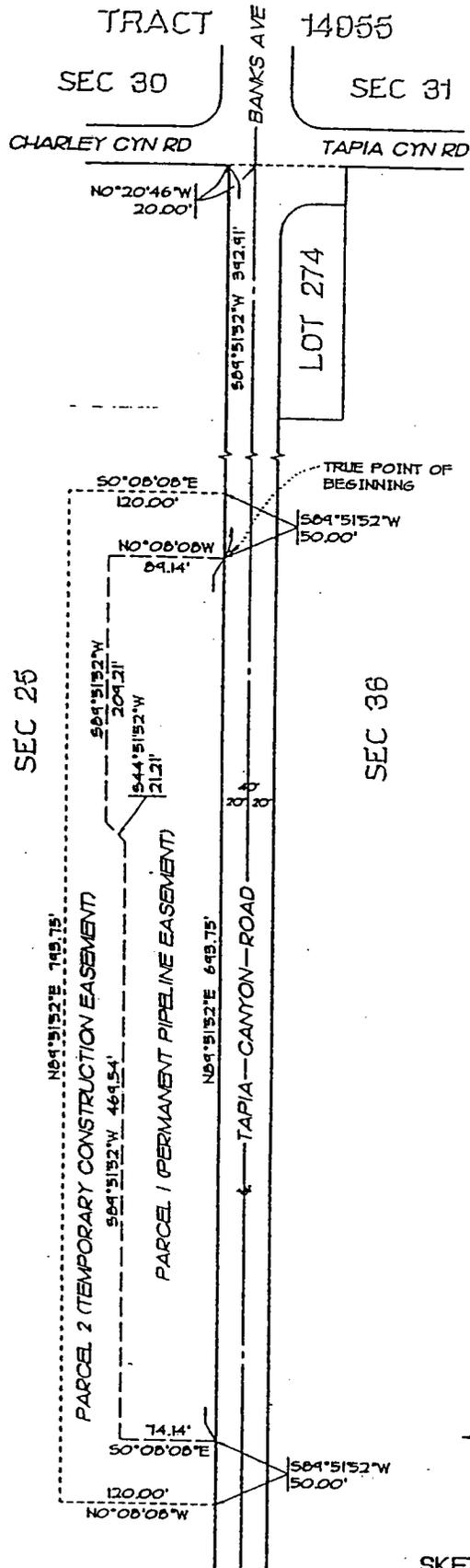


EXHIBIT 'B'
 SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

RECORDING REQUESTED BY & MAIL TO
County of Los Angeles
Chief Administrative Office
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222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Carlos Brea

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Space above this line for Recorder's use

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TAX PARCELS: 2865-012-907, 915, 916 & 917; 2865-021-901 & 902 (Portion)

UTILITY EASEMENT

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged does hereby grant to the **CASTAIC LAKE WATER AGENCY**, hereinafter referred to as "Grantee", an easement for the purposes of installation, operation, maintenance, repairing, replacing, restoring, or reconstructing the subsurface water pipeline facilities, and no other purposes, upon the real property located in Los Angeles, County of Los Angeles, State of California, described in Exhibit "A", hereinafter referred to as the "Property", which is attached hereto and by this reference made a part thereof.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. This Easement shall automatically terminate, without the necessity for Grantor or Grantee to take any further action, upon Grantee's abandonment of the subsurface water pipeline facilities installed upon the Property. Thereafter, Grantee shall have no further rights pursuant to this Easement.
- c. Grantee agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this instrument.
- d. It is expressly understood that the County will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
- e. The provisions and conditions contained in the Easement shall be binding upon Grantee and Grantor, each of their successors and assigns.
- f. Immediately upon Grantee's abandonment of the Property, Grantee shall remove the subsurface water pipeline facilities installed on the Property.
- g. County reserves the right to use the Property for any and all purposes consistent with enjoyment of the easement herein granted. In the event that Grantee causes a disturbance to any existing ground surface improvement located within the entire easement area, Grantee shall be solely responsible for restoring such improvement to the same extent, value, condition and character that existed immediately prior to such disturbance.

Dated _____

COUNTY OF LOS ANGELES

By: _____

Gloria Molina
Chair, Board of Supervisors

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

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2005, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

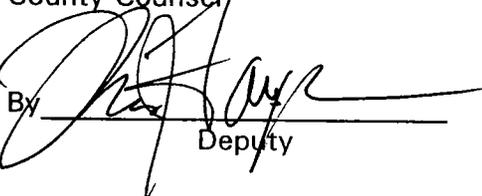
By  Deputy

EXHIBIT "A"

PARCEL 1 (PERMANENT PIPELINE EASEMENT)

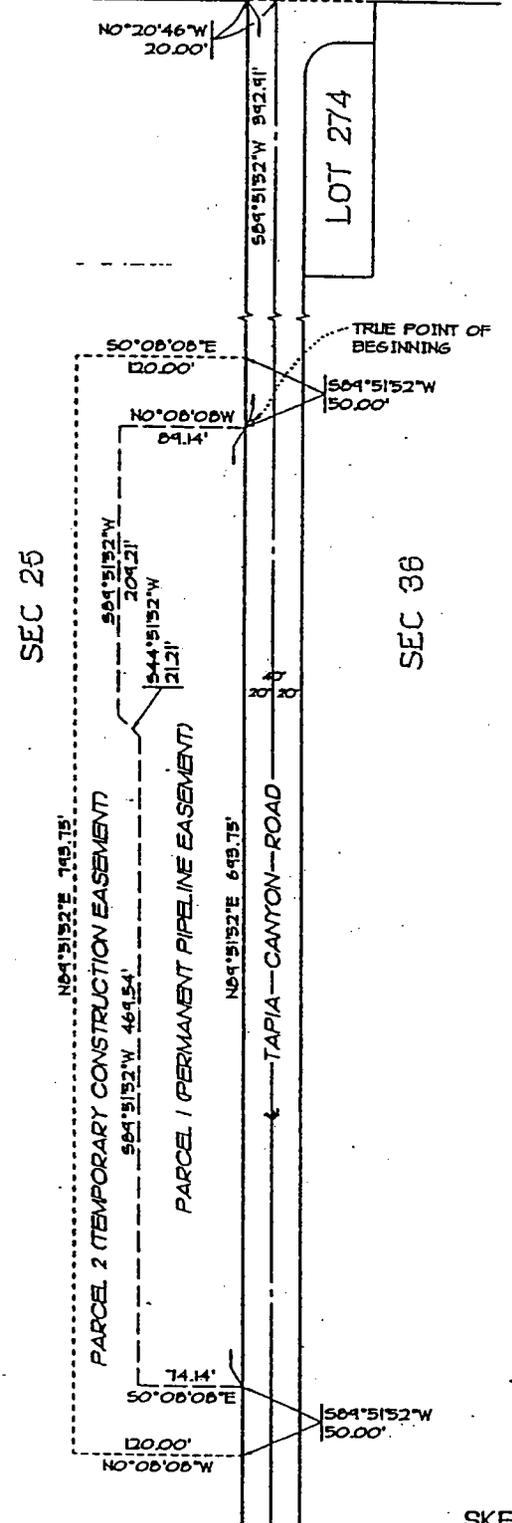
A portion of Section 25, Township 5 North, Range 17 West, San Bernardino Meridian, in the unincorporated territory of the County of Los Angeles, described as follows:

Beginning at the intersection of the centerline of Tapia Canyon Road, 40.00 feet wide, and the westerly line of Charley Canyon Road, 30.00 feet wide, as shown on the map of Tract No. 14955, recorded in Book 354, Pages 39 through 46, inclusive of Maps, records of said County, said point being the common corner of Sections 25, 30, 31 and 36 of said Township and Range; thence along said westerly line of Charley Canyon Road North $0^{\circ}20'46''$ West 20.00 feet to a point in the northerly line of said Tapia Canyon Road; thence along said northerly line South $89^{\circ}51'52''$ West 392.91 feet to the True Point of Beginning of this description; thence,

- 1st: North $0^{\circ}08'08''$ West 89.14 feet; thence,
- 2nd: South $89^{\circ}51'52''$ West 209.21 feet; thence,
- 3rd: South $44^{\circ}51'52''$ West 21.21 feet; thence,
- 4th: South $89^{\circ}51'52''$ West 469.54 feet; thence,
- 5th: South $0^{\circ}08'08''$ East 74.14 feet to a point in said northerly line of Tapia Canyon Road; thence along said northerly line,
- 6th: North $89^{\circ}51'52''$ East 693.75 feet to the True Point of Beginning of this description.

Containing 1.26 acres, more or less.

TRACT 14055
 SEC 30 SEC 31
 CHARLEY CYN RD TAPIA CYN RD



LOT 274

TRUE POINT OF BEGINNING

SEC 25

SEC 36

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

PARCEL 1 (PERMANENT PIPELINE EASEMENT)

TAPIA-CANTON-ROAD

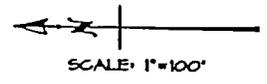


EXHIBIT "B"
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 LEGAL DESCRIPTION