

WALNUT VALLEY WATER DISTRICT
271 South Brea Canyon Road
Walnut, California 91789

SPECIAL BOARD MEETING
THURSDAY, OCTOBER 24, 2019 – **4:30 P.M.**
REVISED AGENDA

NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the General Manager's office at least 4 hours prior to a Board meeting to inform the District of your needs and to determine if accommodation is feasible.

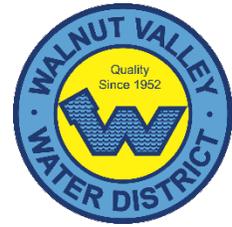
Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item.

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review during regular business hours at the District office, located at 271 S. Brea Canyon Road, Walnut, California.

1. Flag Salute
2. Roll Call: Mr. Ebenkamp____ Mr. Hilden____ Ms. Kwong____ Ms. Lee____ Mr. Tang ____
3. Public Comment President Hilden
The Presiding Officer may impose reasonable limitations on public comments to assure an orderly and timely meeting.
 - A. **Agenda Items** - Any person desiring to address the Board of Directors on any Agenda item may do so at the time the item is considered on the Agenda by requesting the privilege of doing so at this time and stating the Agenda item to be addressed. At the time the item is discussed, those requesting to speak will be called to do so.
 - B. **Non-Agenda Items** - At this time the public shall have an opportunity to comment on any non-agenda item relevant to the jurisdiction of the District. Reasonable time limits on each topic and on each speaker are imposed in accordance with Board policy.
4. Consideration of Property Exchange Pertaining to Assessor Parcel Numbers 8764019900, 8764001902 (portion), and 8764001903
 - A. Discussion
 - B. Action Taken
5. Schedule Public Hearing for Proposed Water Rate Increases
 - A. Discussion
 - B. Action Taken
6. Other
7. Public Comment on Closed Session
8. Adjourn to Closed Session
9. Closed Session
 - A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [§54956.9(d)(4)]
Initiation of Litigation – One Potential Case
10. Reconvene in Open Session
 - A. Report of Action, if any, Taken in Closed Session

Adjournment

WVWD – Staff Report



TO: Board of Directors
FROM: General Manager/Chief Engineer
DATE: October 24, 2019
SUBJECT: Consideration of Property Exchange Pertaining to Assessor Parcel Numbers 8764019900, 8764001902 (portion), and 8764001903

Action/Discussion Fiscal Impact Resolution Information Only

Recommendation

Request the Board of Directors authorize the General Manager to execute the Property Exchange Agreement to quitclaim vacant properties (APN 8764-001-902 & 903) located on Brea Canyon Cutoff Road, Rowland Heights.

Background Information

Mr. Gary Delgado, the property owner and customer located at 20303 Bickford Drive, Walnut approached District personnel when surveying the lower portion of our property to be utilized as a future pump station and District yard at the Brea Canyon Cutoff Reservoir site. Mr. Delgado claimed to be the owner of a small, triangular piece of that property (APN 8764-019-900), which the District purchased August 14, 2002 through the County of Los Angeles Tax-Defaulted Property Auction. The District also owns the 902 & 903 lots that are across the street and adjacent to Mr. Delgado's property (see attached Assessors Map 8764-1). The various small parcels were created as the County put in the new road alignment for Brea Canyon Cutoff Road and subsequently vacated portions of the existing right-of-way.

The 902 & 903 properties located on the other side of Brea Canyon Cutoff Road are a maintenance issue and present potential liability for the District due to various problems that have occurred in the past. District staff and Mr. Delgado agree that it is mutually beneficial to quitclaim the 902 & 903 properties to the Delgado Estate (Tierra Rose) in exchange for dropping all claims to the lot adjacent to the reservoir site (APN 8764-019-900).

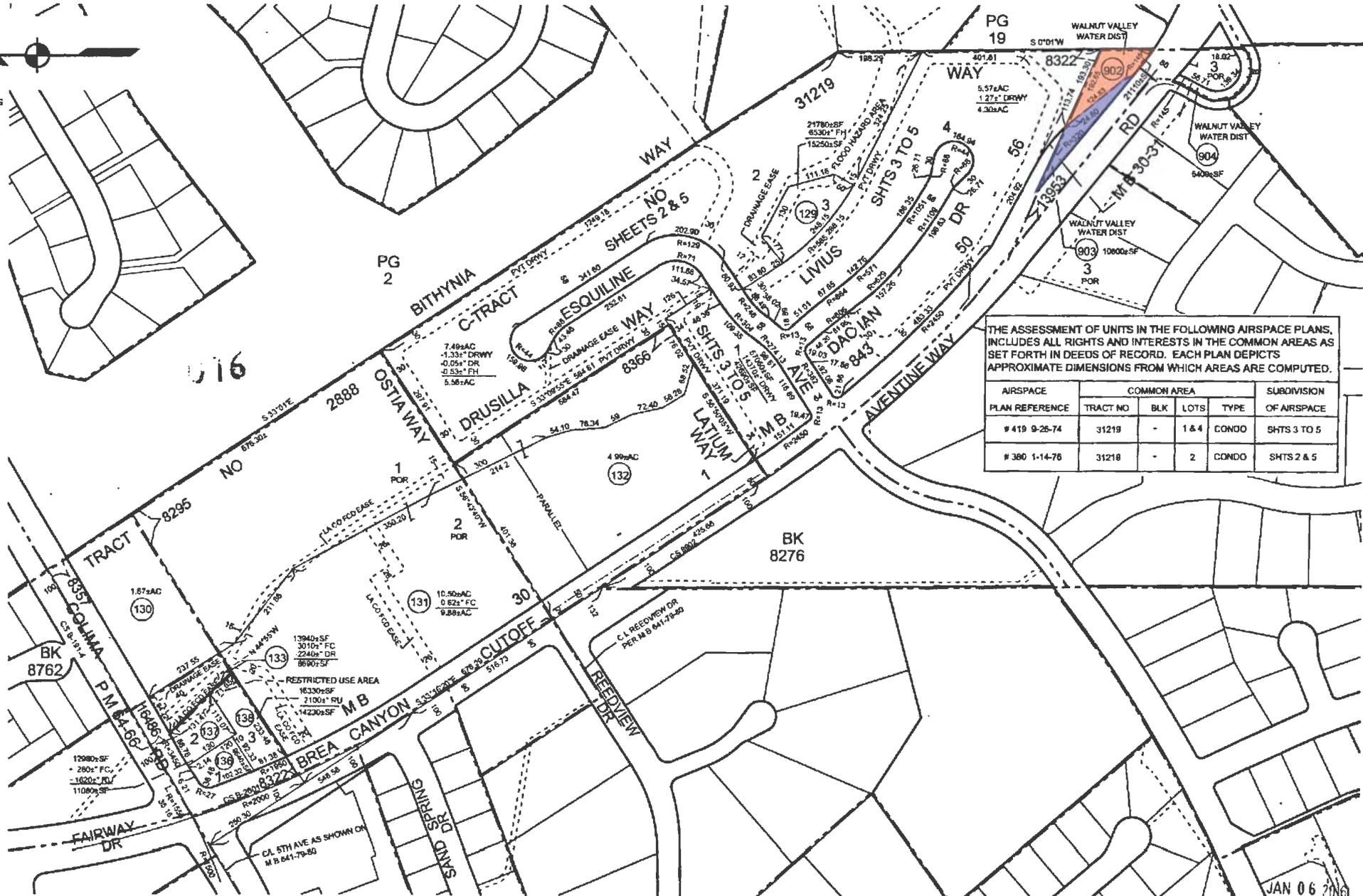
District Legal Counsel has reviewed the subject Agreement (attached). In order to clearly delineate which parcels are being transferred, the District is having legal descriptions for parcels 902 and 903 prepared. Once the District receives the revised legal descriptions and accompanying exhibit, Exhibit 4 of the Agreement will be modified.

Therefore, it is recommended that the Board of Directors authorize the General Manager to execute the Property Exchange Agreement. This will allow the properties be quitclaimed to the adjacent property owner in exchange for dropping all claims to District parcel 8764-019-900.

Attachments:
Assessors Maps
Final Agreement



MAPPING AND GIS
SERVICES
SCALE 1" = 200'



THE ASSESSMENT OF UNITS IN THE FOLLOWING AIRSPACE PLANS, INCLUDES ALL RIGHTS AND INTERESTS IN THE COMMON AREAS AS SET FORTH IN DEEDS OF RECORD. EACH PLAN DEPICTS APPROXIMATE DIMENSIONS FROM WHICH AREAS ARE COMPUTED.

AIRSPACE PLAN REFERENCE	COMMON AREA			SUBDIVISION OF AIRSPACE
	TRACT NO	BLK	LOTS	
# 419 9-26-74	31219	-	1 & 4	CONDO SHTS 3 TO 5
# 390 1-14-76	31218	-	2	CONDO SHTS 2 & 5

EXCHANGE/PURCHASE AGREEMENT

1. The parties to this agreement are: (1)Tierra Rose, LLC, claimed owner of the real property (Triangle area) evidenced by Los Angeles County Recorder Instrument Number 02-1909809, APN Number 8764-019-018 (hereafter referred to as “Property 1”); and (2) Walnut Valley Water District, owner of the real property evidenced by Los Angeles County Recorder Instrument Numbers 91-753845 and 94-200520 (hereafter collectively referred to as “Property 2”). Hereafter Tierra Rose, LLC, will be referred to as “Tierra Rose” and Walnut Valley Water District hereafter will be referred to as “District”.
2. WHEREAS, District is the owner of Property 2, the legal description of which is attached hereto as Exhibit “1” and bears recorded Instrument Numbers 91-753845 and 94-0200520;
3. WHEREAS, Tierra Rose claims to be the owner of the Property 1, the legal description of which is attached hereto as Exhibit “2” and bears recorded Instrument Number 02-1909809. District disputes the claim of ownership by Tierra Rose of Property 1, and District is the Record Title Owner of Property 1;
4. WHEREAS, the parties to their mutual benefit and in furtherance of their self-interests, have agreed to the transaction set forth herein whereby in dropping the claims of Tierra Rose to Property 1, the District will transfer, by Quitclaim Deed(s), all its right, title and interest in Property 2 to Tierra Rose in a straight across exchange, without the transfer of any monetary amounts;

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereto, and each of them, hereby warrant, represent, acknowledge, covenant, and agree as follows:

- A. Tierra Rose will convey all its right, title and interest in Property 1 to the District, by way of a Quitclaim Deed, a copy of which is attached hereto as Exhibit “3” and incorporated herein by this reference.
- B. The District will convey all its right, title and interest in Property 2 to Tierra Rose, by way of a Quitclaim Deed, a copy of which is attached hereto as Exhibit “4” and incorporated herein by this reference.
- C. This will be an exchange of roughly equivalent values (each property being worth \$60,000.00) and no monies will change hands in the completion of this transaction. The parties hereto agree that an appraisal of the two properties (if required by the County of Los Angeles) will be accomplished.
- D. Tierra Rose and the District represent and warrant that they are not aware of any hazardous waste or condition in the real properties described herein as Properties 1 and 2. The parties hereto agree that any release set forth in this Agreement shall not extend to the County of Los Angeles and any construction or management by it related to flood

control pipes with inlets arising out of or related to any adjacent properties, because the parties hereto agree and believe that any such problem, if any exists, was the result and responsibility of the L.A. County Flood Control District or applicable/involvement entity of Los Angeles County.

- E. The District represents and warrants that it is not aware of any hazardous waste or condition in the real property described herein as Property 2.
- F. Buyer and Seller each further agree to the following general release:

Except as otherwise set forth in this Agreement, the Parties, for and on behalf of themselves and their representatives, agents, employees, shareholders, officers, government officials, directors, affiliates, spouses, administrators, predecessors, successors and assigns, agree to indemnify and defend each other against, and hold each other from, and do fully and forever remise, release and discharge the other, and each of their representatives, agents, employees, shareholders, directors, affiliates, administrators, predecessors, government officials, spouses, successors and assigns, from any and all claims, demands, agreements, contracts, covenants, torts, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, losses and/or liability of whatever kind or nature, in law, equity, or otherwise, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, which they, or either of them, have, may have had, or now have, or which any of their representatives, agents, employees, partnerships, affiliates, attorneys, spouses, administrators, predecessors, government officials, spouses, successors and assigns have against each other for or by reason of any matter, cause or thing whatsoever which may be related to or arise directly or indirectly out of Tierra Rose's alleged ownership of Property 1 and Districts Ownership of Property 2, and the Parties conveyances contemplated by this Agreement, the Recitals described above, or any of the matters, transactions or facts alleged in the Recitals herein, or any other matters whatsoever from the beginning of time to the present, including any such claim or claims that could have been alleged in a Lawsuit arising out of or related to the respective ownership of Subject Property Numbers 1 and 2.

The Parties expressly understand and agree that the foregoing release shall extend to all claims of every nature and kind whatsoever, whether such claims are known or unknown, suspected or unsuspected, related in any fashion to any of the facts or subject matter of the Real Property Numbers 1 and 2, or their conveyance, that could have been alleged once each party has fully and completely performed their obligations under this Agreement and otherwise fully complied with the terms of this Agreement applicable to each party herein. Each party hereto acknowledges that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to Real Property Numbers 1 and 2, and the subject matter of this Agreement, and despite such acknowledgment, it is the intention of each party hereto to fully and finally and forever settle and release any and all matters, disputes and differences, known or unknown, now existing or which heretofore may have existed between the Parties, and that in furtherance of this intention, the release herein given shall be and remain in effect is a full and complete general release notwithstanding the discovery or existence of any such additional or different facts. The representations and

warranties set forth in Section D and E above, shall survive the closing of this Agreement and recordation of deeds associated therewith.

The Parties each expressly waive the benefits of California Civil Code section 1542, and any similar statutory provisions or rules of law in any other jurisdiction.

California Civil Code section 1542 provides as follows:

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

The Parties each understand and acknowledge that the consequence of the waiver of Civil Code Section 1542 as recited above is that, even if the party should eventually suffer damages arising out of or related to the Real Property Numbers 1 and 2 and/or the matters released under this Agreement, a Party will not be able to make any claim for those alleged damages against the other Party. The Parties agree that this Agreement shall remain effective regardless of any such additional or different facts or damages discovered after the Effective Date herein, except as provided for herein.

- G.** The Parties hereto declare and represent that they have carefully considered their actual and potential claims, demands, causes of action, defenses and liabilities relating to all matters arising out of the conveyance and transfer of Property Numbers 1 and 2 or described in this Agreement. The Parties further declare and represent that they have had the opportunity to consult with lawyers and other consultants of their own choosing with regard to the terms and provisions of this Agreement and each desires to enter into this Agreement and the transfer and conveyance of Property Numbers 1 and 2 and to finally resolve any potential or actual claims and/or liabilities as set forth above.
- H.** Each Party has made such investigation of the facts pertaining to this Agreement and the transfer and conveyance of Property Numbers 1 and 2 and all matters pertaining hereto as each has determined necessary. This Agreement constitutes an integrated contract expressing the final, entire and exclusive agreement between the Parties with regard to the subject matter thereof, and supersedes any and all prior and contemporaneous agreements, representations, negotiations, communications and understandings of the Parties, oral or written. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated into this Agreement, shall be deemed in any way to exist

between the Parties hereto. The Parties acknowledge that they have not executed this Agreement in reliance on any such promises, representations or warranties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties.

- I. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, parents, affiliates, subsidiaries, transferees, assigns, representatives and agents, and California Law will apply to this Agreement.
- J. Any conflict or dispute arising out of or related to this Agreement are to be resolved by binding Arbitration in a proceeding conducted under the applicable rules for commercial disputes of the American Arbitration Association.
- K. The Parties acknowledge that they have not executed this Agreement in reliance on any promises, representations or warranties that are not set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties.
- L. Any dispute arising out of or related to Property Numbers 1 and 2 or this Agreement shall be resolved under California law which shall provide the rule of decision in any such arbitration or lawsuit, and the forum for any such dispute resolution process shall be Los Angeles County.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into and effective as of the Effective Date set forth herein.

DATE: September __, 2019

Walnut Valley Water District

By: _____

Its: _____

DATE: September __, 2019

**Tierra Rose, a Limited
Liability Company**

Gary D. Delgado, Manager
Tierra Rose, LLC

EXHIBIT MAP

4

Revised Legal Description

BREA CANYON CUTOFF ROAD 3-118
FILE NO. RM-465 (PARCEL A)

That certain parcel of land in Lot 3, Tract No. 2888, in the unincorporated territory of the County of Los Angeles, State of California, as shown on map filed in Book 30, page 1, of Maps, in the office of the Recorder of said County, described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on February 16, 1982, as Official Records Document No. 82-169340, in the office of said Recorder.

Excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies southwesterly of the northwesterly boundary of a strip of land 80 feet wide, lying 40 feet on each side of the following described center line:

Beginning at the southeasterly terminus of that certain 760 foot radius curve in the center line of that certain 80 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on July 12, 1983, as Official Records Document No. 83-784767, in the office of said Recorder; thence northwesterly along said certain curve to the northwesterly terminus thereof; thence North 51°05'04" West tangent to said certain curve 400.00 feet.

Also excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies within that certain 40 foot strip of land described in deed to County of Los Angeles, recorded on September 6, 1927, in Book 6787, page 52, of Official Records, in the office of said Recorder.

Also excepting to the County of Los Angeles all oil, gas, hydrocarbons, or other minerals in and under the above described real property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of said real property.

DESCRIPTION APPROVED
March 7, 1991
WILLIAM F. STEWART
Director
INTERNAL SERVICES DEPARTMENT

By Richard S. Chua Deputy

91 753845

SYN# 2.0 OF APR 16 1991

EXHIBIT 1

EXHIBIT "A"

Revised Legal Description

BREA CANYON CUTOFF ROAD 3-11C
FILE NO. RM-465 (PARCEL B)

That certain parcel of land in Lot 3, Tract No. 2888, in the unincorporated territory of the County of Los Angeles, State of California, as shown on map filed in Book 30, page 1, of Maps, in the office of the Recorder of said County, described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on February 16, 1982, as Official Records Document No. 82-169340, in the office of said Recorder.

Excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies northeasterly of the southwesterly boundary of a strip of land 80 feet wide, lying 40 feet on each side of the following described center line:

Beginning at the southeasterly terminus of that certain 760 foot radius curve in the center line of that certain 80 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on July 12, 1983, as Official Records Document No. 83-788767, in the office of said Recorder; thence northwesterly along said certain curve to the northwesterly terminus thereof; thence North 51°05'04" West tangent to said certain curve 400.00 feet.

Also excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies within that certain 40 foot strip of land described in deed to County of Los Angeles, recorded on September 6, 1927, in Book 6787, page 52, of Official Records, in the office of said Recorder.

Also excepting to the County of Los Angeles all oil, gas, hydrocarbons, or other minerals in and under the above described real property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of said real property.

Reserving to the County of Los Angeles an easement for and the right to construct, maintain, operate, and use, drains and appurtenant structures in and across that portion of above described parcel of land, within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

91 753845

SYN# 20

OF APR 16 1991

6
Beginning at a point in above described course of North 51°05'04" West 400.00 feet in the center line of above described 80 foot strip of land distant North 51°05'04" West thereon 2.86 feet from the northwesterly terminus of above mentioned certain 760 foot radius curve; thence South 38°54'56" West 40.00 feet to the southwesterly boundary of said 80 foot strip of land; thence southwesterly in a direct line to a point in a straight line which bears South 38°54'55" West and which passes through a point in said course of North 51°05'04" West 400.00 feet distant North 51°05'04" West thereon 14.86 feet from said northwesterly terminus, said point in a straight line being distant South 38°54'56" West 205.00 feet from said course of North 51°05'04" West 400.00 feet.

Also reserving to the County of Los Angeles an easement for and the right to construct, maintain, operate, and use, drains and appurtenant structures in and across that portion of above described parcel of land, within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

Commencing at a point in above described course of North 51°05'04" West 400.00 feet distant North 51°05'04" West thereon 105.86 feet from the northwesterly terminus of above mentioned certain 760 foot radius curve; thence South 38°54'56" West 65.00 feet to the true point of beginning; thence easterly in a direct line to a point in the center line of above described 10 foot strip of land distant southerly thereon 10.00 feet from the southwesterly boundary of above mentioned 80 foot strip of land.

DESCRIPTION APPROVED
March 7, 1991
WILLIAM F. STEWART
Director
INTERNAL SERVICES DEPARTMENT

By Richard E. ... Deputy

91 753845

SYN# 20

OF APR 18 1991

EXHIBIT "A"

BREA CANYON CUTOFF ROAD (3)
FILE NO. RH 506
(M9077111)

Parcel A:

That portion of Lot 3, Tract No. 2888, in the unincorporated territory of the County of Los Angeles, State of California, as shown on map filed in Book 30, page 1, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the easterly line of said lot with the center line of that certain 40 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded as Document No. 590, on September 8, 1927, in Book 6787, page 52, of Official Records, in the office of said Recorder; thence southwesterly, westerly, northwesterly, northerly and northeasterly along said center line and following the same in all its various courses and curves to the southwesterly boundary of that certain 80 foot strip of land described in Part B of a resolution of the Board of Supervisors of the County of Los Angeles, a certified copy of which was recorded on August 13, 1991, as Official Records Document No. 91-1292514, in the office of said Recorder; thence southeasterly along said southwesterly boundary to the easterly boundary of said certain 40 foot strip of land; thence southerly, southwesterly, southeasterly, easterly and northeasterly along the easterly, southeasterly, northeasterly, northerly and northwesterly boundaries of said certain 40 foot strip of land to said easterly line of Lot 3; thence southerly along said easterly line to the point of beginning.

Excepting all right, title and interest of the County of Los Angeles in and to County-owned property which lies within said certain 80 foot strip of land.

Subject to those certain 10 foot easements for drains and appurtenant structures reserved by the County of Los Angeles in deed to Walnut Valley Water District, recorded on May 23, 1991, as Official Records Document No. 91-753845, in the office of said Recorder.

Parcel B:

That portion of above mentioned Lot 3, within the following described boundaries:

Beginning at the intersection of the northeasterly line of said lot with the northeasterly boundary of above mentioned certain 40 foot strip of land; thence southeasterly and southerly along the northeasterly and easterly boundaries of said certain 40 foot strip of land to the northeasterly boundary of that certain 80 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on March 26, 1983, as Official Records Document No. 83-339516, in the office of above mentioned Recorder; thence northwesterly along said last mentioned northeasterly boundary to said northeasterly line; thence southeasterly along said northeasterly line to the point of beginning.

Excepting all right, title and interest of the County of Los Angeles in and to County-owned property which lies within said

certain 80 foot strip of land.

Reserving to the County of Los Angeles a slope easement for, and the right to construct, maintain, operate, and use, cuts and/or fills and appurtenant structures, together with the right to set same aside for public use, in and across that portion of last above described parcel of land, within the following described boundaries:

Beginning at a point in above mentioned northeasterly line of Lot 3 distant North 62°22'55" West thereon 200.00 feet from above mentioned northeasterly boundary of that certain 40 foot strip of land; thence South 52°22'55" East 136.00 feet; thence South 43°11'55" East 87.50 feet; thence South 62°52'55" East 97.19 feet to a point in said northeasterly boundary distant South 37°34'35" East thereon 100.10 feet from the southeasterly terminus of that certain 320 foot radius curve in said northeasterly boundary; thence southeasterly along said northeasterly boundary to the southwesterly boundary of last above described parcel of land; thence northwesterly along said southwesterly boundary to said northeasterly line; thence South 62°22'55" East along said northeasterly line to the point of beginning.

Also reserving to the County of Los Angeles the right to restrict vehicular access to or from that portion of above mentioned 80 foot strip of land (Brea Canyon Cutoff Road) over and across the southwesterly boundary of last above described parcel of land.

Also excepting to the County of Los Angeles all oil, gas, hydrocarbons, or other minerals in and under above described Parcels A and B without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of said parcels.

DESCRIPTION APPROVED
August 24, 1993
WILLIAM F. STEWART
Director
INTERNAL SERVICES DEPARTMENT

By Colgan Schubert, Deputy



02-1909809

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
10:21 AM AUG 14 2002

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

DEED

FEE

D.T.T.

FREE 1 N

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

87 C 4 0 1 9 0 1 8

0 0 1

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY

COUNTY OF LOS ANGELES
DEPARTMENT OF TREASURER
AND TAX COLLECTOR

02-1909809

2

AND WHEN RECORDED MAIL TO:

WALNUT VALLEY WATER DISTRICT
ATTN: MR. ERIK HITCHMAN
DIRECTOR OF ENGINEERING & PLANNING
271 SOUTH BREA CANYON ROAD
WALNUT, CA 91789

FREE RECORDING REQUESTED PURSUANT TO GOVT CODE 6103

Document Transfer Tax - computed on full value of property conveyed \$0.00
City Transfer Tax \$0.00


Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for FISCAL YEAR 1994-1995

and for nonpayment were duly declared to be in default. DEFAULT NUMBER 8764-019-018

This deed, between the Treasurer and Tax Collector of Los Angeles County ("SELLER") and the

WALNUT VALLEY WATER DISTRICT ("PURCHASER"), conveys to the PURCHASER the real property described herein which the SELLER sold to the PURCHASER BY AGREEMENT on JULY 10, 2002 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 8, Revenue and Taxation Code, for the sum of \$1,687.00. No taxing agency objected to the sale.

In accordance with the law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to WEAVER RANCH ASSOCIATES

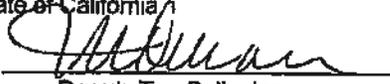
, described as follows: ASSESSOR'S PARCEL NUMBER 8764-019-018

TR-35764 THAT POR OF LOT 1 BD NE AND SE
BY BREA CANYON CUTOFF RD

STATE OF CALIFORNIA
County of Los Angeles }ss.

MARK J. SALADINO
TREASURER AND TAX COLLECTOR
of the County of Los Angeles
State of California

EXECUTED ON August 14, 2002

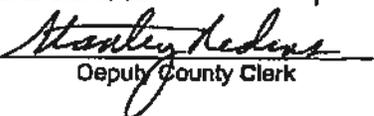
By 
Deputy Tax Collector

On August 14, 2002 before me personally appeared MARTHA DURAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have here set my hand.

Location: County of Los Angeles
Sale No. 2001A Item No. 6136
Agreement No. 2105

CONNIE B. McCORMACK
REGISTRAR-RECORDER/COUNTY CLERK
of the County of Los Angeles
State of California

By 
Deputy County Clerk



Recording Requested By: Walnut Valley Water District

When recorded mail this deed and, unless otherwise shown below, mail tax statement to:

NAME

ADDRESS

CITY

STATE & ZIP CA &

APN: 8764-019-018

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$ CITY TAX \$

- computed on full value of property conveyed, or
computed on full value of items or encumbrances remaining at time of sale,
Unincorporated area City of Walnut, and

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tierra Rose, LLC hereby

remise, release and forever quitclaim to

Walnut Valley Water District the

following described real property in the City of Walnut County of Los Angeles, State of California:

TR=35764 THAT POR OF LOT 1 BD NE AND SE BY BREA CANYON CUTOFF RD
APN#8764-019-018

Dated: June, 2019

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

STATE OF CALIFORNIA}
COUNTY OF Los Angeles } SS

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

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

WITNESS my hand and official seal.

SIGNATURE (SEAL)

Mail Tax Statement to:

EXHIBIT 5

EXHIBIT "A"

Revised Legal Description

BREA CANYON CUTOFF ROAD 3-119
FILE NO. RH-465 (PARCEL A)

That certain parcel of land in Lot 3, Tract No. 2888, in the unincorporated territory of the County of Los Angeles, State of California, as shown on map filed in Book 30, page 1, of Maps, in the office of the Recorder of said County, described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on February 15, 1982, as Official Records Document No. 82-169340, in the office of said Recorder.

Excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies southwesterly of the northwesterly boundary of a strip of land 80 feet wide, lying 40 feet on each side of the following described center line:

Beginning at the southeasterly terminus of that certain 760 foot radius curve in the center line of that certain 80 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on July 12, 1983, as Official Records Document No. 83-784767, in the office of said Recorder; thence northwesterly along said certain curve to the northwesterly terminus thereof; thence North 51°05'04" West tangent to said certain curve 400.00 feet.

Also excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies within that certain 40 foot strip of land described in deed to County of Los Angeles, recorded on September 8, 1927, in Book 5787, page 52, of Official Records, in the office of said Recorder.

Also excepting to the County of Los Angeles all oil, gas, hydrocarbons, or other minerals in and under the above described real property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of said real property.

DESCRIPTION APPROVED
March 7, 1991
WILLIAM F. STEWART
Director
INTERNAL SERVICES DEPARTMENT

By Charles C. Cua, Deputy

91 753845

SYN# 2.0

OF APR. 16 1991

EXHIBIT 4

EXHIBIT "A"

5

Revised Legal Description

BREA CANYON CUTOFF ROAD 3-11C
FILE NO. RH-465 (PARCEL B)

That certain parcel of land in Lot 3, Tract No. 2888, in the unincorporated territory of the County of Los Angeles, State of California, as shown on map filed in Book 30, page 7, of Maps, in the office of the Recorder of said County, described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on February 16, 1982, as Official Records Document No. 82-159340, in the office of said Recorder.

Excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies northeasterly of the southwesterly boundary of a strip of land 80 feet wide, lying 40 feet on each side of the following described center line:

Beginning at the southeasterly terminus of that certain 750' foot radius curve in the center line of that certain 80 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on July 12, 1983, as Official Records Document No. 83-784767, in the office of said Recorder; thence northwesterly along said certain curve to the northwesterly terminus thereof; thence North 51°05'04" West tangent to said certain curve 400.00 feet.

Also excepting all right, title and interest of the County of Los Angeles in and to that portion of County-owned property which lies within that certain 40 foot strip of land described in deed to County of Los Angeles, recorded on September 6, 1927, in Book 5787, page 52, of Official Records, in the office of said Recorder.

Also excepting to the County of Los Angeles all oil, gas, hydrocarbons, or other minerals in and under the above described real property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of said real property.

Reserving to the County of Los Angeles an easement for and the right to construct, maintain, operate, and use, drains and appurtenant structures in and across that portion of above described parcel of land, within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

- 3 -

91 753845

SYN# 2 0

OF APR 16 1991

EXHIBIT 4

6
Beginning at a point in above described course of North 51°05'04" West 400.00 feet in the center line of above described 80 foot strip of land distant North 51°05'04" West thereon 2.86 feet from the northwesterly terminus of above mentioned certain 760 foot radius curve; thence South 38°54'56" West 40.00 feet to the southwesterly boundary of said 80 foot strip of land; thence southwesterly in a direct line to a point in a straight line which bears South 38°54'56" West and which passes through a point in said course of North 51°05'04" West 400.00 feet distant North 51°05'04" West thereon 14.86 feet from said northwesterly terminus, said point in a straight line being distant South 38°54'56" West 205.00 feet from said course of North 51°05'04" West 400.00 feet.

Also reserving to the County of Los Angeles an easement for and the right to construct, maintain, operate, and use, drains and appurtenant structures in and across that portion of above described parcel of land, within a strip of land 10 feet wide, lying 5 feet on each side of the following described center line:

Commencing at a point in above described course of North 51°05'04" West 400.00 feet distant North 51°05'04" West thereon 105.86 feet from the northwesterly terminus of above mentioned certain 760 foot radius curve; thence South 38°54'56" West 65.00 feet to the true point of beginning; thence easterly in a direct line to a point in the center line of above described 10 foot strip of land distant southerly thereon 10.00 feet from the southwesterly boundary of above mentioned 80 foot strip of land.

DESCRIPTION APPROVED
March 7, 1991
WILLIAM F. STEWART
Director
INTERNAL SERVICES DEPARTMENT

By Ronald C. Cua, Deputy

91 753845

SYN# 20

OF APR 18 1991

EXHIBIT 4

EXHIBIT "A"

BREA CANYON CUTOFF ROAD (3)
FILE NO. RH 506
(N9077111)

Parcel A:

That portion of Lot 3, Tract No. 2888, in the unincorporated territory of the County of Los Angeles, State of California, as shown on map filed in Book 30, page 1, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the easterly line of said lot with the center line of that certain 40 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded as Document No. 590, on September 6, 1927, in Book 6787, page 52, of Official Records, in the office of said Recorder; thence southwesterly, westerly, northwesterly, northerly and northeasterly along said center line and following the same in all its various courses and curves to the southwesterly boundary of that certain 80 foot strip of land described in Part B of a resolution of the Board of Supervisors of the County of Los Angeles, a certified copy of which was recorded on August 13, 1991, as Official Records Document No. 91-1292514, in the office of said Recorder; thence southeasterly along said southwesterly boundary to the easterly boundary of said certain 40 foot strip of land; thence southerly, southwesterly, southeasterly, easterly and northeasterly along the easterly, southeasterly, northeasterly, northerly and northwesterly boundaries of said certain 40 foot strip of land to said easterly line of Lot 3; thence southerly along said easterly line to the point of beginning.

Excepting all right, title and interest of the County of Los Angeles in and to County-owned property which lies within said certain 80 foot strip of land.

Subject to those certain 10 foot easements for drains and appurtenant structures reserved by the County of Los Angeles in deed to Walnut Valley Water District, recorded on May 23, 1991, as Official Records Document No. 91-753845, in the office of said Recorder.

Parcel B:

That portion of above mentioned Lot 3, within the following described boundaries:

Beginning at the intersection of the northeasterly line of said lot with the northeasterly boundary of above mentioned certain 40 foot strip of land; thence southeasterly and southerly along the northeasterly and easterly boundaries of said certain 40 foot strip of land to the northeasterly boundary of that certain 80 foot strip of land described in deed to County of Los Angeles, for Brea Canyon Cutoff Road, recorded on March 28, 1983, as Official Records Document No. 83-339516, in the office of above mentioned Recorder; thence northwesterly along said last mentioned northeasterly boundary to said northeasterly line; thence southeasterly along said northeasterly line to the point of beginning.

Excepting all right, title and interest of the County of Los Angeles in and to County-owned property which lies within said

certain 80 foot strip of land.

Reserving to the County of Los Angeles a slope easement for, and the right to construct, maintain, operate, and use, cuts and/or fills and appurtenant structures, together with the right to set same aside for public use, in and across that portion of last above described parcel of land, within the following described boundaries:

Beginning at a point in above mentioned northeasterly line of Lot 3 distant North 62°22'55" West thereon 200.00 feet from above mentioned northeasterly boundary of that certain 40 foot strip of land; thence South 52°22'55" East 138.00 feet; thence South 43°11'55" East 87.50 feet; thence South 62°52'55" East 97.19 feet to a point in said northeasterly boundary distant South 37°34'35" East thereon 100.10 feet from the southeasterly terminus of that certain 320 foot radius curve in said northeasterly boundary; thence southeasterly along said northeasterly boundary to the southwesterly boundary of last above described parcel of land; thence northwesterly along said southwesterly boundary to said northeasterly line; thence South 62°22'55" East along said northeasterly line to the point of beginning.

Also reserving to the County of Los Angeles the right to restrict vehicular access to or from that portion of above mentioned 80 foot strip of land (Bres Canyon Cutoff Road) over and across the southwesterly boundary of last above described parcel of land.

Also excepting to the County of Los Angeles all oil, gas, hydrocarbons, or other minerals in and under above described Parcels A and B without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of said parcels.

DESCRIPTION APPROVED
August 24, 1993
WILLIAM F. STEWART
Director
INTERNAL SERVICES DEPARTMENT

By Edgar J. Schubert, Deputy

WVWD – Staff Report



TO: Board of Directors
FROM: General Manager/Chief Engineer
DATE: October 24, 2019
SUBJECT: Schedule a Public Hearing for Proposed Water Rate Increases

Action/Discussion
 Fiscal Impact
 Resolution
 Information Only

Recommendation

That the Board of Directors set Thursday, January 23, 2020, 6:00 p.m. to conduct the Public Hearing for the proposed water rates and service charges, in accordance with the procedural requirements of the California Constitution (Article XIII D § 6[a]).

Background Information

In accordance with Article XIII D § 6[a], the District “shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition.” In addition, the District “shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition... together with the date, time, and location of a public hearing on the proposed fee or charge.”

At the October 16, 2019 Special Board Meeting, the Board of Directors provided staff with three dates in order of preference for holding the public hearing (January 23rd, 22nd, or 27th), contingent on availability of the South Coast Air Quality Management District’s auditorium. As reported at the October 21st Board Meeting, the District has reserved the auditorium for Thursday, January 23, 2020, 6:00 p.m. for the Public Hearing.

Based on the Public Hearing date of Thursday, January 23, 2020, 6:00 p.m., staff has prepared the following proposed dates for activities leading up to the Public Hearing.

Date	Activity
Thursday, November 21, 2019	1) Review the final draft of the Notice, and; 2) Preliminary approval of the District’s 2019 Comprehensive Water Rate Study
By Friday December 6, 2019	Notices mailed to District customers and property owners
Saturday January 11, 2020	Conduct Open House/Town Hall Meeting
Thursday January 23, 2020	Conduct Public Hearing at the AQMD Facility