

# **Appendix L-7**

## Water Availability Form





# SANTA CLARITA VALLEY WATER AGENCY PROJECT WATER AVAILABILITY FORM

<b>PROJECT NAME:</b> Trails at Lyons Canyon (Tract Number 083301)		<i>Please type or use pen</i>	
		ORG _____	
Owner's Name NUWI-Lyons Canyon, LLC.	Phone 310-864-2427	ACCT _____	
		ACT _____	
Owner's Mailing Address 2001 Wilshire Blvd., Suite 401	Street	TASK _____	AMT \$ _____
		DATE _____	
City Santa Monica	State California	<b>SCVWA CASHIER'S USE ONLY</b>	

<b>SECTION 1. PROJECT DESCRIPTION</b>		<b>TO BE COMPLETED BY APPLICANT</b>	
A. <input checked="" type="checkbox"/> Major Subdivision (TM) <input type="checkbox"/> Specific Plan or Plan Amendment <input type="checkbox"/> Minor Subdivision (TPM) <input type="checkbox"/> Certificate of Compliance: _____ <input type="checkbox"/> Boundary Adjustment <input type="checkbox"/> Rezone (Reclassification) from _____ to _____ zone. <input type="checkbox"/> Major Use Permit (MUP), purpose: _____ <input type="checkbox"/> Time Extension? Case No. _____ <input type="checkbox"/> Expired Map? Case No. _____ <input type="checkbox"/> Other: _____		Assessor's Parcel Number(s) (Add extra if necessary) 2826-022-026, -027, -035  2826-023-014  2826-041-039	
B. <input checked="" type="checkbox"/> Residential...Total number of dwelling units: <u>510</u> <input type="checkbox"/> Commercial...Gross floor area: _____ <input type="checkbox"/> Industrial...Gross floor area: _____ <input checked="" type="checkbox"/> Other...Gross floor area: <u>Recreation Center 1.13 gross acres</u>		~24925 The Old Rd, Stevenson Ranch, CA 91381 Project Address _____ Street _____  Community Planning Area/Subregion _____ Zip _____	
C. <input checked="" type="checkbox"/> Total Project acreage: <u>233</u> Total number of lots: <u>37</u>		<input checked="" type="checkbox"/> <input type="checkbox"/>	
D. Is the project proposing the use of groundwater? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the project proposing the use of reclaimed water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		County of Los Angeles <input checked="" type="checkbox"/> City of Santa Clarita <input type="checkbox"/>	

Owner/Applicant agrees to pay all necessary construction costs, dedicate all district required easements to extend service to the project and COMPLETE ALL CONDITIONS REQUIRED BY SCVWA.

Applicant's Signature: _____ Address: 2001 Wilshire Blvd., Suite 401 Santa Monica, CA 90403	Date: 03/19/2024 Phone: 310-864-2427
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<b>SECTION 2. WATER AVAILABILITY</b>		<b>TO BE COMPLETED BY SCVWA</b>	
Agency/District Name: SANTA CLARITA VALLEY WATER AGENCY		Letter Expires: <u>May 28, 2026</u>	
A. <input checked="" type="checkbox"/> Project is in the agency service area. <input type="checkbox"/> Project is not in the agency but is within its Sphere of Influence boundary, owner must apply for annexation. <input type="checkbox"/> Project is not in the agency and is not within its Sphere of Influence boundary. <input type="checkbox"/> The project is not located entirely within the agency and a potential boundary issue exists with the _____ District.			
B. <input checked="" type="checkbox"/> Facilities to serve the project <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT reasonably expected to be available within the next 5 years based on the capital facility plans of the agency. <input type="checkbox"/> Project will not be served for the following reason(s): _____			
C. <input checked="" type="checkbox"/> Agency conditions are attached. Number of sheets attached: <u>2 sheets</u> <input type="checkbox"/> Agency has specific water reclamation conditions which are attached. Number of sheets attached: _____ <input type="checkbox"/> Agency will submit conditions at a later date. <input checked="" type="checkbox"/> Additional Agency Conditions: <u>Planning Study to define offsite infrastructure</u>			
D. <input checked="" type="checkbox"/> How far will the pipeline(s) have to be extended to serve the project? <u>Approx. 2000 feet along The Old Road</u>			
This Project Water Availability Form is valid until final discretionary action is taken pursuant to the application for the proposed project or until it is withdrawn, unless a shorter expiration date is otherwise noted.			
Authorized Signature: _____ Print Title: <u>Principal Engineer</u>		Print Name: <u>Orlando Moreno</u> Date: <u>May 28, 2024</u>	
Phone: <u>661-705-7253</u>			
<b>NOTE: THIS DOCUMENT IS NOT A COMMITMENT OF SERVICE OR FACILITIES BY THE AGENCY</b> On completion of Section 2, applicant is to submit this form and attached Agency Conditions to: County of Los Angeles or City of Santa Clarita (as appropriate)			



## **Santa Clarita Valley Water Agency Conditions for Water Availability**

1. Developer shall submit to Agency a set of construction improvement plans, and fire department requirements for the Development. This will enable Agency to determine distribution system and other water facilities required for the Development in accordance with Agency rules. The Development may require the installation of a reservoir, water mains, services or other appurtenances, or may require improvements to the existing source of supply, which improvements shall be the responsibility of Developer. Fire flow requirements shall be determined by the regulatory agency with applicable jurisdiction (e.g., Los Angeles County Fire Department). The size and scope of any facilities required to deliver adequate fire flow will be determined by the Agency.
2. Developer shall grant Agency all easements and, if necessary, sites for facilities required for water service to the Development, together with a policy of title insurance acceptable to the Agency, guaranteeing Agency's title to and interest in such easements. Developer will be responsible for all fees and charges associated with preparation and recordation of the easements.
3. Pursuant to the requirements of the Agency, Developer shall pay all required fees and charges, including any required deposit amounts, in order to develop planning documents, prepare or process plans and designs, and to complete construction of on-site and off-site improvements required for water service to the Development.
4. Developer shall comply with all of the Agency's rules and regulations governing water service and development in force at the time water service is requested, as those rules may be amended from time to time. Developer acknowledges that all water service pursuant to this letter and to the Development shall be in accordance with Agency rules and regulations.
5. The provision of water service to the Development is conditioned upon the Developer meeting all requirements of any other governmental entity having jurisdiction over the Development.
6. Developer acknowledges and agrees that this letter is limited and exclusive to the Development and the number of units or lots described above and may not be transferred or assigned to any other person, firm or entity, or for any other purpose without the Agency's written consent.
7. Agency can provide safe and reliable water service to Development, and fully expects to be able to continue providing safe and reliable water service into the future. In relying upon this letter and Agency's ability to provide water service to the Development, Developer is aware of the restrictions and limitations contained in this letter and the reliance of Agency upon its wells and imported water supplied by the State Water Project to supply the water needed for domestic water purposes, both of which are subject to restriction.

8. At any time prior to connection to the existing water system, and upon a finding by the Board of Directors of the Agency that it is unable to serve the Development for reasons beyond Agency's control, this letter may be revoked by the Agency.
9. Water supply availability is further conditioned expressly upon the Development being located within the boundaries of the Agency, and to the extent necessary, effective completion of the annexation of the Development, or any portion thereof, which is not now within the boundaries of the Agency.
10. By issuing this letter, the Agency does not guarantee any specific quantities or quality of water, pressures or flows with respect to water service provided by the Agency.
11. Developer, for itself and on behalf of its successors, agrees to defend at Developer's expense, any action brought against Agency, its agents, officers or employees because of the issuance of this letter or any approvals or authorizations obtained in connection with the Development, or in the alternative, to relinquish any such approvals or authorizations. Developer shall reimburse Agency for any costs, fees or expenses Agency may incur as a result of any such legal action. Further, Developer agrees that in conducting the defense of such action, Agency shall be entitled to engage its own attorneys, the entire expense of which shall be paid by Developer.
12. This letter and any representations or assurances made herein, shall expire and be null and void twenty-four (24) months from the date hereof if water service has not been installed to the Development. The Developer and the Development shall not be entitled to any individual water service connections not installed prior to expiration of this letter.

