

AGENDA  
PROPERTY MANAGEMENT COMMITTEE MEETING  
WITH BOARD OF DIRECTORS \*  
ORANGE COUNTY WATER DISTRICT  
18700 Ward Street, Fountain Valley CA 92708  
**Friday, August 25, 2023, 12:00 p.m. Conference Room C-2**

\*The OCWD Property Management Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act and it provides an opportunity for all Directors to hear presentations and participate in discussions. Directors receive no additional compensation or stipend as a result of simultaneously convening this meeting. Items recommended for approval at this meeting will be placed on **September 6, 2023**, Board meeting Agenda for approval.

This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

**Computer Audio: You can join the Zoom meeting by clicking on the following link:**  
<https://ocwd.zoom.us/j/81364630427>

**Meeting ID: 813 6463 0427**

**Telephone Audio: (213) 338 8477**

Teleconference Sites:

10382 Bonnie Drive, Garden Grove, CA  
20 Civic Center Plaza, Room 813, Santa Ana  
8856 Citrus Avenue, Westminster  
1 Market Place, San Diego

\* Members of the public may attend and participate at all locations.

## ROLL CALL

## ITEMS RECEIVED TOO LATE TO BE AGENDIZED

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

## VISITOR PARTICIPATION

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

## **CONSENT CALENDAR (ITEMS NO. 1- 2)**

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD JULY 28, 2023

RECOMMENDATION: Approve minutes as presented

2. AMENDMENT TO PHEASANT LEASE TO ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES AT PRADO BASIN FOR ONE-YEAR EXTENSION

RECOMMENDATION: Agendize for September 6 Board meeting: Approve and authorize execution of Amendment Eighteen to Pheasant Lease to Elaine Raahauge DBA Mike Raahauge's Shooting Enterprises that provides for a one-year extension of the lease through September 30, 2024, with all other terms and conditions remaining the same

## **MATTERS FOR CONSIDERATION**

3. AMENDMENT TO LEASE TO NSM GOLF, LLC D.B.A. THE ISLAND GOLF CENTER AT BURRIS BASIN FOR THREE-YEAR EXTENSION

RECOMMENDATION: Agendize for September 6 Board meeting: Approve and authorize execution of Amendment Five to Island Golf Lease to NSM Golf, LLC d.b.a. The Islands Golf that provides for a three-year lease extension expiring on September 30, 2026, and the annual CPI rental adjustment commence on October 1, 2023

4. CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) PROPERTY AT BURRIS BASIN AND GENTRY GOLF, INC. D.B.A. THE ISLANDS CENTER LEASEHOLD

RECOMMENDATION: Agendize for September 6 Board meeting: Authorize the General Manager to negotiate and execute a new Three-year Directly Negotiated Lease Agreement with Caltrans at a rent of \$1,141 per month with 5% annual increase for the 1.3-acre property, subject to approval by legal counsel

5. PROPOSED COST SHARE AGREEMENT WITH CITY OF ORANGE TO REPLACE DAMAGED WALL ALONG THE SANTA ANA RIVER

RECOMMENDATION: Agendize for September 6 Board meeting: Direct staff as appropriate

## **INFORMATIONAL ITEMS**

6. STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

7. STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT

8. STATUS UPDATE ON PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS

**CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE SEPTEMBER 6 BOARD MEETING**

## **DIRECTORS' COMMENTS/REPORTS**

**GENERAL MANAGER'S COMMENTS/REPORTS**

**ADJOURNMENT**

## PROPERTY MANAGEMENT COMMITTEE

### Committee Members

Steve Sheldon - Chair  
Natalie Meeks - Vice Chair  
Denis Bilodeau  
Bruce Whitaker  
Roger Yoh

### Alternates

Valerie Amezcua - Alternate 1  
Dina Nguyen - Alternate 2  
Van Tran - Alternate 3  
Kelly Rowe - Alternate 4  
Cathy Green - Alternate 5

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the guard shack entrance and in the main lobby of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: [www.ocwd.com](http://www.ocwd.com)

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234, by email at [cfuller@ocwd.com](mailto:cfuller@ocwd.com), by fax at (714) 378-3373. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda, and can be reviewed at [www.ocwd.com](http://www.ocwd.com). Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 am to 5:00 pm, Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.



MINUTES OF THE  
PROPERTY MANAGEMENT COMMITTEE MEETING  
WITH BOARD OF DIRECTORS  
ORANGE COUNTY WATER DISTRICT  
July 28, 2023 @ 12:00 p.m.

Director Sheldon called the Property Management Committee meeting to order in Conference C-2 and via Zoom. Members of the public also participated via Zoom. The Secretary called the roll and reported a quorum as follows:

Committee

Steve Sheldon  
Natalie Meeks (absent)  
Denis Bilodeau  
Bruce Whitaker  
Roger Yoh

OCWD Staff

Mike Markus, General Manager  
Jeremy Jungreis, General Counsel  
Leticia Villarreal, Assistant District Secretary  
Bruce Dosier, Director of IS/Property Management  
Daniel Park, Property Manager

Alternates

Valerie Amezcua (absent)  
Dina Nguyen (absent)  
Van Tran Arrived 12:14 p.m.  
Kelly Rowe (absent)  
Cathy Green (absent)

**CONSENT CALENDAR**

**The Consent Calendar was approved upon motion by Director Yoh, seconded by Director Whitaker, and carried [4-0] as follows:**

**Ayes: Sheldon, Bilodeau, Whitaker, Yoh**

1. Meeting Minutes

**The Minutes of the Property Management Committee meeting held June 23, 2023 were approved as presented.**

2. Amendment to Anaheim Regional Transportation Intermodal Center (ARTIC) Wellsite Lease with City of Anaheim to Install Camera

**The Committee recommended that the Board at its August 16 Board meeting: Authorize General Manager to negotiate and execute Amendment One to Lease with City of Anaheim to allow District to install and operate a camera and appurtenant equipment at the Anaheim Regional Transportation Intermodal Center (ARTIC) to monitor the water flow in the Santa Ana River**

3. Amendment to Cooperative Agreement Extension with Property Owner for Access to Monitoring Well MW-3

**The Committee recommended that the Board at its August 16 Board meeting: Approve Amendment One to Cooperative Agreement with Mr. Gholam Hossein Sadaghiani to extend the agreement an additional 20 years at no cost for continued monitoring of MW-3**

## **INFORMATIONAL ITEMS**

Director Tran arrived at this point in the meeting.

### **4. Status Update Regarding the District's Imperial Highway Property**

Director of Information Services/Property Management, Bruce Dosier recalled that back in November 2022 the Board authorized staff to engage the services of Voit to market the Property and seek other tenants. He stated Voit had received several inquiries for the site but site access continues to be an issue for most tenant and their intended use. He stated Adams Streeter continues to work on the Site Development Analysis of the property to provide cost estimates for road access options. Staff will return to the Committee for Board approval to issue an RFP/RFQ for development services once Adams Streeter completes its report.

### **5. Status Update on the City of Anaheim's Proposed OC River Walk Project Update**

Mr. Dosier introduced JJ Jimenez from the city of Anaheim to give an update on the River Walk project. Mr. Jimenez conveyed that the Master Plan staff is 90 percent complete and anticipates having the master plan completed later this year. He communicated that the city attorney has been working on the Memorandum of Understanding (MOU) and expects to share a draft to District staff for review. He reported that the design team has been relying on established data for the percolation testing assumptions; however, moving forward in the next phase, they will be conducting additional testing, as may be required to ensure all the proposed improvements will be correctly designed. He shared the design team has reviewed historical data and published documents and is confident that the river possesses ample capacity to handle a sudden release or rainfall event without negatively affecting the city of Santa Ana or Riverview golf course. He advised they will continue to work with OCWD staff and continue to update the committee as the project progresses.

### **6. Status Update on Planning Remediation of Former Prado Shooting Areas**

Executive Director of Planning and Natural Resources Lisa Haney provided an update on the planned remediation of the former shooting areas at Pigeon Hill and the former Clay Target Range in Prado basin. She shared that in June 2022 Staff and Jeremy Jungreis submitted a letter to Dr. Meredith Williams, Executive Director of the Department of Toxic Substances Control (DTSC), challenging the regulatory interpretation that led to their decision to deny the implementation of the preferred remedy. Ms. Haney shared that the letter was seen by DTSC staff, and they have reached out to the District for a Zoom meeting to find a way to move forward. The meeting has been scheduled for August 16<sup>th</sup>. Ms. Haney will continue to provide updates to the committee.

### **7. Quarterly Report on Leases and Permits/Licenses for the Period Ending June 30, 2023**

Property Manager Daniel Park reviewed the Quarterly Report on Leases and Permits/Licenses for the period of April 1, 2023 to June 30, 2023. He reported that the District has 933 acres of land under 16 leases and 20 permits/licenses. He reported a decrease of 15% year over year due to the early recording of Aquapark's 2023 Q2 base rent in August of 2022, the early July 2022 rent recordings from North American Recycling and Crushing and Raahauge Shooting Enterprises and rent from former Lessee Sunnyslope Tree Farm. He reported this decrease was offset by an increase in gross receipts rent in the 2<sup>nd</sup> quarter of 2023. He stated that all Lessees and Permittees/licenses are in full compliance with the terms of their lease/permit/license, and all rents are current.

## **CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE JULY 5 BOARD MEETING**

No items will move forward to the July 5 Board meeting.

## **ADJOURNMENT**

There being no further business to come before the Committee, the meeting was adjourned at 12:51 p.m.

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Steve Sheldon, Director





## AGENDA ITEM SUBMITTAL

**Meeting Date:** August 25, 2023

**To:** Property Management Committee  
Board of Directors

**From:** Mike Markus

**Staff Contact:** B. Dosier/D. Park

**Budgeted:** N/A

**Budget Amount:** N/A

**Estimated Revenue:** \$3,000 (annually)

**Funding Source:** N/A

**Program/Line Item No.:** N/A

**General Counsel Approval:** Required

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: AMENDMENT TO PHEASANT LEASE TO ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES AT PRADO BASIN FOR ONE-YEAR EXTENSION**

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### SUMMARY

The District has a lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises (MRSE) to use the existing Pheasant Fields and the easterly half of the South Bluff (Premises) for raising game birds, the non-exclusive use of the clubhouse and roads, hunter safety classes, operation of dog kennels, and a caretaker's trailer at Prado Basin. The original lease expiration date was September 30, 2006 and has subsequently been extended on an annual basis to September 30, 2023. MRSE has requested that the lease be extended for one-year to a new expiration date of September 30, 2024.

Attachments(s): Amendment Eighteen to Pheasant Lease

### RECOMMENDATION

Agendize for September 6 Board meeting: Approve and authorize execution of Amendment Eighteen to Pheasant Lease to Elaine Raahauge DBA Mike Raahauge's Shooting Enterprises that provides for a one-year extension of the lease through September 30, 2024, with all other terms and conditions remaining the same.

### BACKGROUND/ANALYSIS

The District has a lease with MRSE to use the existing Pheasant Fields and the easterly half of the South Bluff for use as a pheasant hunting concession, raising game birds, the non-exclusive use of the clubhouse and roads, hunter safety classes, operation of dog kennels, and a caretaker's trailer; with a base rent of \$250 per month or \$2,500 per month for months when pheasant hunting is conducted, and a current expiration date of September 30, 2023.

On October 4, 2017, the Lease was amended to remove the use or discharge of firearms on the Premises, based on findings from the Focused Feasibility Study (Environmental Stewardship Plan for the Prado Shooting Areas), developed by AECOM in August 2016, and included with the Shooting Range Lease executed with Mike Raahauge Shooting Enterprises, Inc. on April 5, 2017. With shooting eliminated on the Premises, the Lease was

also amended to remove the \$2,500 per month for months when pheasant hunting is conducted.

With the Lease expiring on September 30, MRSE has requested that the Lease be extended for one-year to a new expiration date of September 30, 2024. Board Resolution R05-11-126 provides that the Lease may be renewed annually by mutual written consent of both the Lessee and Lessor. Staff has no objection to the renewal request as there are no conflicts with District operations.

**PRIOR RELEVANT BOARD ACTION(S):**

9/7/22, R22-9-120 Approve Amendment Seventeen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2023 with all other terms and conditions of the Lease to remain the same.

9/15/21, R21-9-134 Approve Amendment Sixteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2022 with all other terms and conditions of the Lease to remain the same.

9/16/20, R20-9-118 Approve Amendment Fifteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2021 with all other terms and conditions of the Lease to remain the same.

9/18/19, R19-9-133 Approve Amendment Fourteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2020 with all other terms and conditions of the Lease to remain the same.

9/5/18, R18-9-115 Approve Amendment Thirteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2019 with all other terms and conditions of the Lease to remain the same.

10/4/17, R17-10-127 Approve Amendment Twelve to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2018, rent to be \$250 per month, and removing the use or discharge of firearms on the Lease Premises, with all other terms and conditions of the Lease to remain the same.

9/7/16, R16-9-116 Approve Amendment Eleven to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2017, with all terms and conditions of the Lease to remain the same.

9/2/15, R15-9-118 Approve Amendment Ten to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2016, with all terms and conditions of the Lease to remain the same.

9/3/14, R14-9-121 Approve Amendment Nine to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2015, with all terms and conditions of the Lease to remain the same.

10/2/13, R13-10-128, Approve Consent to Assignment of Lease and Amendment Eight to Pheasant Hunting Lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2014, with all terms and conditions of the Lease to remain the same.

9/5/12, R12-9-105, Approve and authorize execution of Amendment Seven to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2013, with all terms and conditions of the Lease to remain the same.

9/7/11, R11-9-125 - Approve and authorize execution of Amendment Six to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2012, with all terms and conditions of the Lease to remain the same.

9/1/10, R10-9-141 - Approve and authorize execution of Amendment Five to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2011, with all terms and conditions of the Lease to remain the same.

9/2/09, R09-09-141 - Approve and authorize execution of Amendment Four to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2010, with all terms and conditions of the Lease to remain the same.

9/3/08, R08-09-120 - Approve and authorize execution of Amendment Three to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2009, with all terms and conditions of the Lease to remain the same.

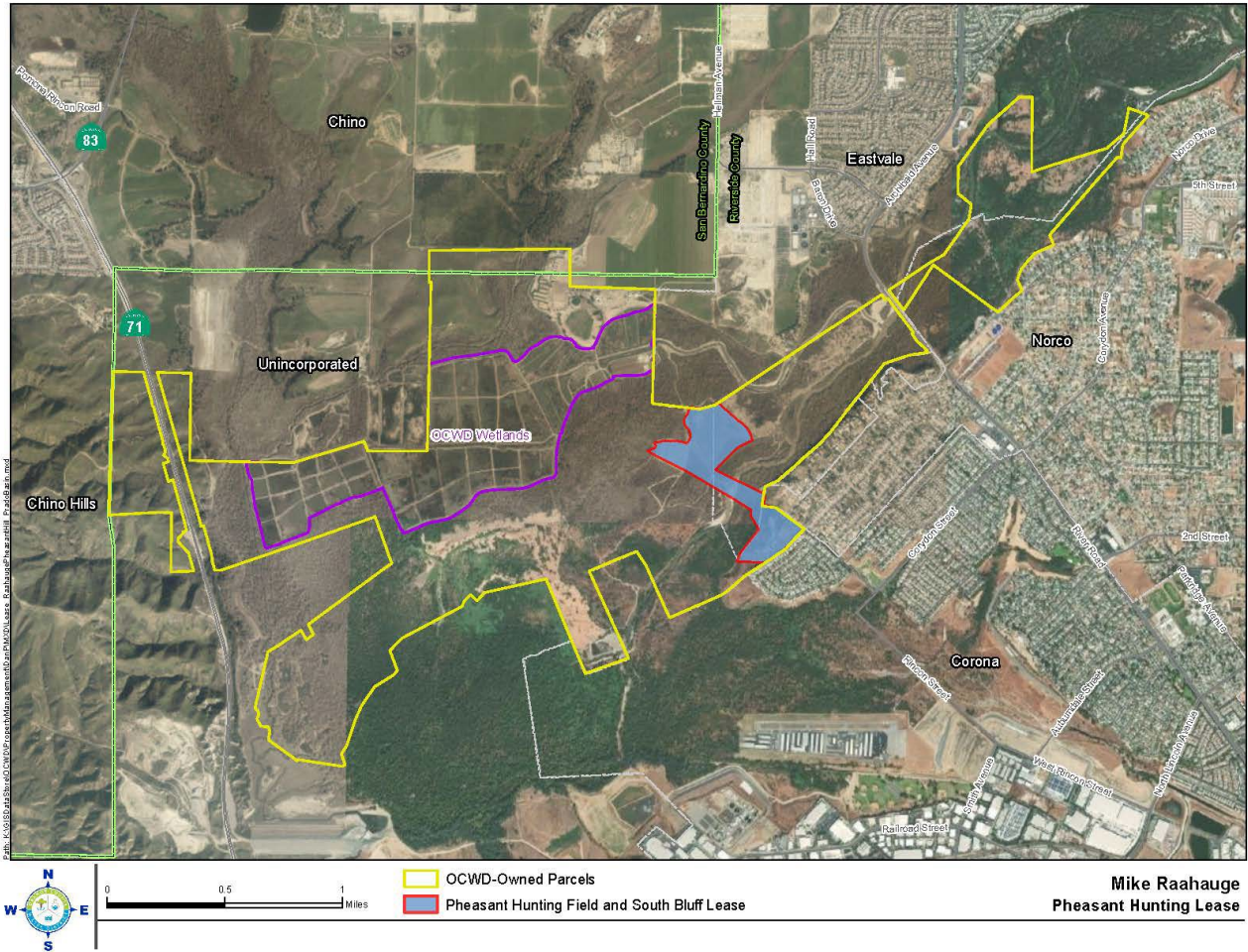
10/3/07, R07-10-138 - Approve and authorize execution of Amendment Two to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2008, with all terms and conditions of the Lease to remain the same.

9/20/06, R06-09-113 - Approve and authorize execution of Amendment One to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing

for a one-year extension through September 30, 2007, with all terms and conditions of the Lease to remain the same.

11/2/05, R05-11-126 - Approve Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises to conduct a pheasant hunting concession in Prado Basin for one-year term expiring September 30, 2006, and Lease may be renewed annually by mutual written consent by both the Lessee and Lessor.

# LOCATION MAP



**AMENDMENT EIGHTEEN TO LEASE**

(Pheasant Lease)

**THIS AMENDMENT** is made and entered into this 6th day of September 2023 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California (hereinafter, the “Lessor”) and **ELAINE RAAHAUGE d.b.a. MIKE RAAHAUGE’S SHOOTING ENTERPRISES** (hereinafter, the “Lessee”):

**RECITALS**

**WHEREAS**, Lessor and Lessee entered into a Lease on November 2, 2005 (hereinafter, the “Lease”) for the purpose of conducting a pheasant hunting concession, raising game birds, the non-exclusive use of the clubhouse and roads, hunter safety classes, operation of dog kennels, and a caretaker’s trailer with a base rent of \$250 per month for the use of District facilities and land, or \$2,500 per month for months when pheasant hunting is conducted; and

**WHEREAS**, On September 20, 2006, this Lease was extended to September 30, 2007 with all terms and conditions of the Lease remaining the same;

**WHEREAS**, This Lease subsequently has been extended on an annual basis with all terms and conditions of the Lease remaining the same; and

**WHEREAS**, On October 2, 2013, the District consented to the Assignment of Lease to Elaine Raahauge d.b.a. Mike Raahauge’s Shooting Enterprises and this Lease was extended to September 30, 2014 with all terms and conditions of the Lease remaining the same; and

**WHEREAS**, This Lease subsequently has been extended on an annual basis with all terms and conditions of the Lease remaining the same; and

**WHEREAS**, On April 5, 2017, the District entered into a new Shooting Range Lease Agreement with Mike Raahauge’s Shooting Enterprises, Inc. for a period of 30 years through April 30, 2047; with two 10-year options to extend, including an Environmental Stewardship Plan, and Focused Feasibility Study dated August 2016; and

**WHEREAS**, On September 9, 2017 the Pheasant Hunting Lease was extended to a new expiration date of September 30, 2018 with the condition that shooting will not be allowed in the Lease Premises based on the findings set forth in the Focused Feasibility Study included with the Shooting Range Lease executed April 5, 2017, and rent to be \$250 per month, with all other terms and conditions of the Lease to remain the same; and

**WHEREAS**, on September 5, 2018 the Lease was extended to a new expiration date of September 30, 2019.

**WHEREAS**, on September 18, 2019 the Lease was extended to a new expiration date of September 30, 2020.

**WHEREAS**, on September 16, 2020 the Lease was extended to a new expiration date of September 30, 2021.

**WHEREAS**, on September 15, 2021 the Lease was extended to a new expiration date of September 30, 2022.

**WHEREAS**, on September 7, 2022 the Lease was extended to a new expiration date of September 30, 2023.

**WHEREAS**, this Lease expires on September 30, 2023 and Lessor and Lessee want to extend the Lease to a new expiration date of September 30, 2024.

**NOW, THEREFORE**, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. Lease Section One (Term), Paragraph 1.2 (Original Lease Term), the Expiration Date of the Lease is hereby extended to a new Expiration Date of September 30, 2024.
2. Each and every other term, covenant and condition of the Lease not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

**[SIGNATURES ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to Lease as of the day and year first hereinabove written.

**“LESSOR”**

**APPROVED AS TO FORM:  
RUTAN & TUCKER LLP**

ORANGE COUNTY WATER DISTRICT

By: \_\_\_\_\_  
General Counsel for Orange  
County Water District

By: \_\_\_\_\_  
Cathy Green, President

By: \_\_\_\_\_  
Michael R. Markus P.E., General Manager

**“LESSEE”**

ELAINE RAAHAUGE d.b.a.  
MIKE RAAHAUGE’S SHOOTING  
ENTERPRISES

By: \_\_\_\_\_  
Elaine Raahauge, Owner

AMEND EIGHTEEN (8-11-23)



## AGENDA ITEM SUBMITTAL

**Meeting Date:** August 25, 2023  
**To:** Property Management Cte/  
Board of Directors  
**From:** Mike Markus  
**Staff Contact:** B. Dosier/D. Park  
**Budgeted:** N/A  
**Budgeted Amount:** N/A  
**Estimate Annual Rent:** \$121,020/year  
**Funding Source:** N/A  
**Program/Line Item No.** N/A  
**General Counsel Approval:** Required  
**Engineers/Feasibility Report:** N/A  
**CEQA Compliance:** N/A

**Subject: AMENDMENT TO LEASE TO NSM GOLF, LLC D.B.A. THE ISLAND GOLF CENTER AT BURRIS BASIN FOR THREE-YEAR EXTENSION**

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### SUMMARY

NSM Golf LLC DBA The Islands Golf Center (NSM) operates a golf driving range at the southerly portion of Burris Basin in Anaheim under a Lease Agreement with OCWD that expires on September 30, 2023. NSM is requesting a three-year extension on its current lease.

#### Attachment(s):

- Letter from NSM dated August 11, 2023
- Draft of Amendment Five to Lease

### RECOMMENDATION

Agendize for September 6 Board meeting: Approve and authorize execution of Amendment Five to Island Golf Lease to NSM Golf, LLC d.b.a. The Islands Golf that provides for a three-year lease extension expiring on September 30, 2026 and the annual CPI rental adjustment shall resume as stated in the lease.

### BACKGROUND/ANALYSIS

The District has a lease with NSM, to operate a golf driving range concession at Burris Basin, located at 14893 Ball Road, Anaheim and known as The Islands Golf. The lease as amended, was assigned from Gentry Golf d.b.a., The Islands Golf to NSM in 2020, and expires on September 30, 2023, adjusted annually in proportion to the Consumer Price Index (CPI), and a six month notice for termination by the District. At its September 7, 2022 meeting, the Board put a hold on the annual CPI increase, which was scheduled to be adjusted on October 1, 2022. To date, the monthly rent amount remains \$10,085.

District staff continues to work with California Department of Transportation (Caltrans) on the decertification of a portion of leased premises extending into the District's southerly portion of Burris Basin. The District is currently in holdover on a month-to-month lease that expired on January 31, 2020. Recently, Caltrans has

proposed a new three-year lease agreement, which is currently being reviewed by District Legal Counsel.

With the upcoming lease expiration date, NSM contacted staff to discuss the possibility of a longer lease term. NSM cited the financial commitment and work put into the leased property, including a full-service kitchen and requested to extend the lease for a three-year term. Staff recommends a three-year lease extension as NSM has continued to improve the property and the lease term coincides with the proposed term in the Caltrans lease. Additionally, staff recommends that the CPI annual rental adjustment resume as stated in the lease.

### **PRIOR RELEVANT BOARD ACTION(S)**

9/7/2022, R22-9-122 – Approve and authorize execution of Amendment Four to Island Golf Lease to NSM Golf, LLC d.b.a. The Islands Golf that provides for a one-year lease extension expiring on September 30, 2023 at the current rent, with CPI rent increase as outlined in such Lease put on hold at this time.

9/15/2021, R21-9-135 – Consenting to improvements with NSM Golf, LLC for removal of non-load bearing wall.

9/16/2020, R20-9-120 – Consenting to improvements for kitchen facilities.

3/18/2020, R20-3-28 – Approving renewed Airspace rental agreement with Caltrans for property at Burriss Basin expiring on January 31, 2020.

2/5/2020, R20-2-15 – Approving assignment of Lease with Gentry Golf to NSM Golf, LLC for the remainder of the lease term.

9/18/2019, R19-9-135 – Authorizing Amendment to No. Three to Lease Agreement with Gentry Golf, Inc. D.B.A The Islands Golf extending the lease to September 30, 2022; and authorizing consent to sublease by Gentry to Smash and Splash Golf Academy.

11/7/2018, R18-11-160 – Authorize issuance of Amendment No. Two to Lease Agreement with Gentry Golf, Inc., extending the lease through September 30, 2019;

7/18/2018, M18-88 – Authorize waiver of penalties incurred as a result of delayed rent adjustments for the District's Lessees: The Phoenix Club, Corona Recreation, V. Montoya Enterprises, Gentry Golf d.b.a. The Islands Golf, and Sunnyslope Nursery

7/18/18, R18-7-8, Execution of a temporary month-to-month lease agreement with Caltrans for use of the property while staff continues to negotiate a short-term lease with Caltrans for the continued use of the 1.3 acres with a new expiration date of January 31, 2019;

4/4/18, M18-45, Direct staff to transmit letter to Caltrans initiating the Decertification process for property at Burriss Basin at Gentry Golf; and approve an initial deposit with Caltrans of \$35,000 for the process;

4/4/18, M18-44, Direct staff to negotiate a one-year lease extension with Gentry Golf, Inc. to commence when lease expires on September 30, 2018;

3/7/18, R18-3-19, Authorized issuance of Amendment One to Lease Agreement with Gentry Golf, Inc., providing additional General Liability insurance coverage, and consent to a Sublease with DH and LO, Inc. d.b.a. Olympus Golf Pro and Gentry Golf, Inc.

2/7/18, R18-2-9, Execution of a temporary month-to-month lease agreement with Caltrans for use of the property while staff continues to negotiate a short-term lease with Caltrans for the continued use of the 1.3 acres with an expiration date of July 31, 2018; and issuance of a Purchase Order to Fidelity National Title for a preliminary title report on such land; and issuance of a work order in an amount not to exceed \$6,000 to Paragon Partners for the appraisal of the 1.3-acre property;

3/16/16, M16-41, Discussion of the request for rent relief for the Islands Golf Center deferred for 60 days to allow The Islands Golf Center to prepare requested documentation;

4/3/13, R13-4-28, Approving Gentry Golf Consent to Sublease to S & W Golf;

4/3/13, R13-4-29, Approving Gentry Golf Consent to Sublease to Golf for Life Skills;

9/7/11, R11-9-124, Approving Gentry Golf Consent to Sublease to Golf on the Edge at Burris Basin;

7/20/11, R11-07-112, Approve Consent to Sublease with Gentry Golf d.b.a. The Islands Golf Center to sublease to Golf on the Edge, for a term of 5 days;

8/6/08, R08-8-107, Authorizing amended and restated lease agreement with Gentry Golf, Inc. d.b.a. The Island Golf Center at Burris Basin;

10/20/04, R04-10-128, Consent to Sublease to Worldwide Golf Enterprises, Inc. d.b.a. Roger Dunn Golf Shop for operation of a golf pro shop;

9/17/03, R03-9-139, Authorized Amendment Five to Lease to extend the Expiration Date of Lease to October 22, 2003;

10/15/03, R03-10-150, Approve and authorize Amendment Six to Lease to Extend the term of the Lease to September 30, 2008, a new option to extend the lease for 5 years, change the percentage rent to 12% of Gross Receipts for 2 years with a 1% increase in the percentage rent thereafter, Minimum rent set at \$6,000/mo. and after two years increase it by equal amounts to \$7,000/mo. and other minor changes;

7/21/99, M99-135, Approve Waiver of Rent at the Island Golf Center for One Evening for the Anaheim Fire Department Swift Water Rescue Team Water Rescue Demonstration;

4/21/99, R99-4-50, Approving and Authorizing Execution of Consent to Sublease by Gentry Golf of the Islands Golf Center to David Graf for Operation of Restaurant/Bar;

4/16/97, R97-4-55, Approving and Authorizing Amendment Four to Gentry Golf, Inc. Lease for Burris Pit Golf Concession;

3/19/97, R97-3-39, Approving and Authorizing Execution of Gentry Golf, Inc. Consent to Assignment of Lease and Consent to Subleases;

3/19/97, R97-3-39A, Consent to Assignment of 50% interest in Gentry Golf, Inc. to Peacock Trading, LTD, a Hong Kong corporation

1/15/97, R97-1-7, Instructing Staff to Issue Notices to Gentry Golf to Pay Delinquent Rent and Cure Lease Violations;

4/20/94, R94-4-65, Approving and Authorizing Execution of Amendment Three to Gentry Golf Lease at Burris Pit adds rent for Chipping Green and sets pro shop rent at \$2,000 per month;

1/19/94, R94-1-8, Provides for Issuance of License Agreements;

7/7/93, R93-7-120, Receiving and Filing Affidavit of Publication of Notice Inviting bids and rejecting all bids for Contract No. SAR -93-2, Islands Golf Center Site Improvements; and Approving and Authorizing execution of Amendment No. 2 to Gentry Golf, Inc. Lease providing for Purchase Lease Back Agreement;

2/17/93, R93-2-27, Approved and Authorized Execution of Amendment One to Gentry Golf Lease and transfer of funds;

12/18/91, R91-12-284, Approved and Authorized Execution of Lease to Gentry Golf, Inc. for Golf Facility at Burris Pit.

# LOCATION MAP



August 11, 2023

# ORANGE COUNTY WATER DISTRICT

18700 WARD STREET, FOUNTAIN VALLEY, CA  
92708

To whom it may concern,

NSM golf LLC would like to request a 3-year extension to our current lease at 14893 East. Ball Road in Anaheim. As you may know, we have put an incredible amount of work into reviving this property and it has become quite a popular attraction for the Orange County and Los Angeles communities.

We would greatly appreciate the opportunity to continue managing and improving the facility that thousands of people enjoy each week.

Thank you for your consideration,

SINCERELY,

BENJAMIN CAROTTA  
NSM GOLF LLC  
(415) 407-6390  
BEN@THEISLANDSGOLFCENTER.COM



**AMENDMENT FIVE TO LEASE  
(NSM GOLF)**

THIS AMENDMENT is made and entered into this 6th day of September 2023 by and between the **ORANGE COUNTY WATER DISTRICT** (Lessor), a political subdivision of the State of California, and **NSM GOLF**, a California limited liability company **d.b.a THE ISLANDS GOLF CENTER** (Lessee).

**RECITALS**

WHEREAS, Lessor and Gentry Golf d.b.a. The Islands Golf (Original Lessee) entered into a Lease Agreement on December 18, 1991 and an Amended and Restated Lease Agreement dated August 6, 2008 for the purpose of operating a golf driving range on Lessor's property known as Burris Basin with a rent of \$7,700 per month, waived on a per day basis when the basin is dry due to District activities and with an original expiration date of September 30, 2018 (hereinafter, the "Lease"); and

WHEREAS, on March 7, 2018, Lessor and Original Lessee executed Amendment One to Lease adding Garage Keeper's Legal Liability Insurance to the Lease and adding the California Department of Transportation (Caltrans) as an additional insured on the Lease and providing Consent to Sublease with Lessee and DH and LO, Inc. d.b.a. Olympus Golf Pro for a portion of the Premises within the clubhouse and common areas for a term that is concurrent with the Master Lease for purpose of operating a golf pro shop for the sale of golf clubs, golf equipment and related merchandise; and

WHEREAS, a portion of the Lease premises is located on California Department of Transportation (Caltrans) property that is currently under lease by Lessor from Caltrans and Lessor is negotiating with Caltrans to purchase a portion or all of that land; and

WHEREAS, on April 4, 2018 the Board of Directors directed staff to negotiate a one-year lease extension to commence when the current Lease expires while Lessor negotiates with Caltrans; and

WHEREAS, on July 18, 2018 a temporary month-to-month lease agreement was authorized with Caltrans for use of the property while staff continues to negotiate a short-term lease with Caltrans for the continued use of the 1.3 acres with a new expiration date of January 31, 2019; and

WHEREAS, on July 18, 2018 the Board of Directors authorized waiver of penalties incurred as a result of delayed rent adjustments; and

WHEREAS, on November 7, 2018 the Lease was extended to a new expiration date of September 30, 2019; and

WHEREAS, on January 1, 2019 Original Lessee subleased a portion of the Lease premises to

Smash and Splash Golf Academy without Lessor's consent; and

WHEREAS, on September 18, 2019 Lessor and Original Lessee executed Amendment Three to Lease extending the expiration date of the Lease to September 30, 2022, and amending Lessor's requirement for issuing written notice of termination of the lease from one (1) year to six (6) months; the Lease and all amendments referenced above are collectively referenced hereafter as the "Amended Lease"; and

WHEREAS, on September 18, 2019 Lessor retroactively approved a Consent to Sublease with Original Lessee and Smash and Splash Golf Academy for a portion of the Amended Lease premises within the indoor clubhouse areas, outdoor putting green, and private teaching areas on the driving range for a term that coincides with the Amended Lease; and

WHEREAS, on February 5, 2020 the Lease was assigned to NSM Golf, LLC for the remainder of the term; and

WHEREAS, on March 18, 2020 the month-to-month Lease with Caltrans was extended to January 31, 2020; and

WHEREAS, on September 16, 2020 the Board of Directors consented to improvements for Kitchen facilities with NSM Golf, LLC; and

WHEREAS, on September 15, 2021 the Board of Directors consented to improvements with NSM Golf, LLC for removal of non-load bearing wall; and

WHEREAS, on September 7, 2022 the Board of Directors approved extension of Lease for one-year to expiration of September 30, 2023; and

WHEREAS, Lessee wishes to extend the Lease for three years, to a new expiration of September 30, 2026.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. Lease Section One (Term), Paragraph 1.2 (Extended Lease Term), the Expiration Date of the Lease is hereby extended to a new Expiration Date of September 30, 2026.
2. Each and every other term, covenant and condition of the Lease not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment as of the day and year first hereinabove written.

**“LESSOR”**

**APPROVED AS TO FORM:**  
Rutan & Tucker LLP

**ORANGE COUNTY WATER DISTRICT,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
General Counsel for  
Orange County Water District

By: \_\_\_\_\_  
Cathy Green, President

By: \_\_\_\_\_  
Michael Markus P.E., General Manager

**“LESSEE”**

**NSM GOLF, a California limited liability company**  
**d.b.a THE ISLANDS GOLF CENTER**

By: \_\_\_\_\_  
Benjamin Carotta, Owner



## AGENDA ITEM SUBMITTAL

**Meeting Date:** August 25, 2023

**To:** Property Management Committee  
Board of Directors

**From:** Mike Markus

**Staff Contact:** B. Dosier/D. Park

**Budgeted:** N/A

**Budget Amount:** N/A

**Cost Estimate (3 years):** \$43,164

**Funding Source:** N/A

**Program/Line Item No.** N/A

**General Counsel Approval:** Yes

**Engineers/Feasibility Report Approved:** N/A

**CEQA Compliance:** N/A

**SUBJECT: CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)  
PROPERTY AT BURRIS BASIN AND NSM GOLF, INC. D.B.A. THE  
ISLANDS CENTER LEASEHOLD**

---

### SUMMARY

NSM Golf, LLC DBA The Islands Golf Center (NSM Golf) operates a golf driving range under a lease agreement with OCWD. Approximately 1.3 acres of the lease premises and the southerly portion of Burris Basin is owned by the California Department of Transportation (Caltrans) and is rented to the District for its Lessee's use as the District pursues decertification of the land for potential acquisition. The original six-month Airspace Rental Agreement expired on January 31, 2020 and is currently considered by Caltrans to be "month-to-month". Caltrans has proposed a new 3-year Directly Negotiated Lease Agreement as the District continues to pursue the decertification.

#### Attachment(s):

- Aerial Depiction of Caltrans 1.3 Acres at Burris Basin
- Aerial Depiction of Caltrans decertification area at Burris Basin
- Draft of Three-year Directly Negotiated Lease Agreement

### RECOMMENDATION

Agendize for September 6 Board meeting: Authorize the General Manager to negotiate and execute a new Three-year Directly Negotiated Lease Agreement with Caltrans at a rent of \$1,141 per month with 5% annual increase for the 1.3-acre property, subject to approval by legal counsel.

### BACKGROUND/ANALYSIS

The District has a lease with NSM Golf, formerly Gentry Golf, to operate a golf driving range at the southerly basin at Burris Basin, located at 14893 Ball Road, Anaheim. The lease was assigned from Gentry Golf Inc. DBA, The Islands Golf to NSM Golf in 2020.

Upon staff's review of the District's property boundaries of the lease, staff noted that the current leased premises and a portion of land extending into the District's southerly portion of Burris Basin include approximately 1.3 acres of land that is identified on County parcel maps as being part of a larger parcel owned by Caltrans for freeway purposes.

Staff discussed the property boundaries with Caltrans staff who confirmed that their records indicated the land belonged to Caltrans. Caltrans staff advised if the District is interested in acquiring the property that it may formerly request that Caltrans review the property for “decertification”, make an initial deposit of \$35,000 to Caltrans, and enter into a temporary six-month Airspace Rental Agreement during the decertification process. The initial Agreement with Caltrans had a commencement date of February 1, 2018 and expired on July 31, 2018 with a monthly rental rate of \$736. At its April 4, 2018 meeting, the Board authorized initiating the decertification process with Caltrans to pursue acquiring the land. Since the Board’s approval, the District has entered into four six-month Airspace Rental Agreements, from August 1, 2018 to January 31, 2020, while concurrently pursuing the decertification with Caltrans for permanent land acquisition.

At its March 18, 2020 meeting, the Board authorized the General Manager to execute a new Agreement for \$736 per month, with all terms being the same. However, to date, a new Agreement was never finalized and executed as Caltrans has advised that they are revising the form and terms of the Agreement. At the time, Caltrans advised staff that pursuant to article 19.10 of the Agreement, “Holding Over”, effective February 1, 2020 the Agreement is considered to be “month-to-month” and that the monthly rental rate would increase by 10 percent (10%) from \$736 to \$810 (an increase of \$74). The District has made monthly payments of \$810 since February 2020.

The District staff continues to work with Caltrans on the decertification and acquisition of land, however progress has been slow due to potential impacts from adjacent development projects. As such, Caltrans has proposed a new 3-year Directly Negotiated Lease Agreement with a monthly rate of \$1,141 and a 5% annual rental adjustment, while concurrently proceeding with the decertification process. Staff recommends the Board authorize the General Manager to negotiate and execute the new Lease Agreement subject to approval by legal counsel.

## **PRIOR RELEVANT BOARD ACTION(S)**

3/18/2020, R20-3-28, Authorize the General Manager to execute a new six-month Airspace Rental Agreement with Caltrans at a rent of \$736 per month for the 1.3-acre property, subject to General Counsel review.

2/5/2020, R20-2-15, Approve consent to assignment of Gentry Golf, DBA The Islands Golf Center Lease to NSM Golf, LLC for the remainder of the Lease term.

7/17/2019, R19-7-101, Authorize a temporary month-to-month lease agreement with Caltrans for the continued use of a 1.3-acre portion of land owned by Caltrans, while the staff continues to pursue decertification for permanent land acquisition.

2/6/2019, R19-2-13, Authorize a temporary month-to-month lease agreement with Caltrans for the continued use of a 1.3-acre portion of land owned by Caltrans, while the staff continues to pursue decertification for permanent land acquisition.

11/7/2018, R18-11-160, Authorize amendment two to lease agreement with Gentry Golf, Inc. D.B.A. The Island Golf Center at Burriss Basin extending the lease through September 30, 2019.

7/18/18, M18-7-78, Authorize a temporary month-to-month lease agreement with Caltrans for the continued use of a 1.3-acre portion of land owned by Caltrans, while the staff continues to pursue decertification for permanent land acquisition.

4/4/18, M18-45, Authorize the General Manager to initiate the decertification process with Caltrans for the 1.3 acres at Burris Basin; approve initial deposit of \$35,000 to initiate the decertification; and approve additional funds of \$10,000 for additional professional services for the decertification.

4/4/18, M18-44, Staff is directed to negotiate a one-year lease extension with Gentry Golf, Inc. to commence when current lease expires on September 30, 2018.

3/7/18, R18-3-19, Authorized issuance of Amendment One to Lease Agreement with Gentry Golf, Inc., providing additional General Liability insurance coverage, and consent to a Sublease with DH and LO, Inc. d.b.a. Olympus Golf Pro and Gentry Golf, Inc.

2/7/18, R18-2-9, Execution of a temporary month-to-month lease agreement with Caltrans for use of the property while staff continues to negotiate a short-term lease with Caltrans for the continued use of the 1.3 acres; and issuance of a Purchase Order to Fidelity National Title for a preliminary title report on such land; and issuance of a work order in an amount not to exceed \$6,000 to Paragon Partners for the appraisal of the 1.3-acre property;

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12/18/91, R91-12-284, Approved and Authorized Execution of Lease to Gentry Golf, Inc. for Golf Facility at Burriss Pit.

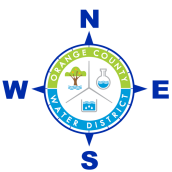


# Location Map





Path: I:\SS\Leamant\Burris\Caltrans.mxd



0 100 200 Feet

Aerial Depiction of Caltrans 1.3 Acres at Burris Basin

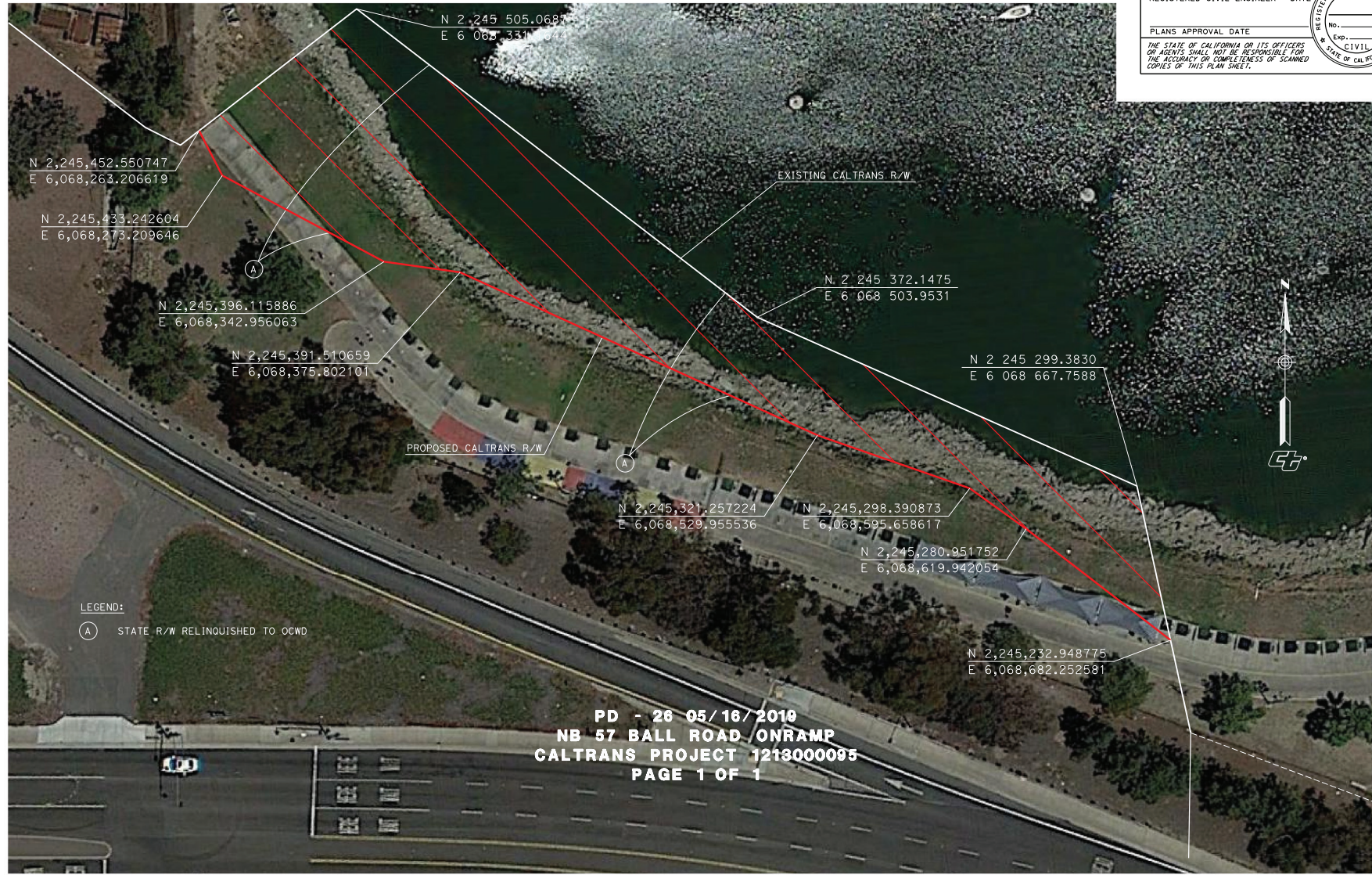


Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER DATE \_\_\_\_\_

PLANS APPROVAL DATE \_\_\_\_\_

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



STATE OF CALIFORNIA -- DEPARTMENT OF TRANSPORTATION

FUNCTIONAL SUPERVISOR

CHECKED BY

DESIGNED BY

REVISOR

DATE

# 3-YEAR DIRECTLY NEGOTIATED LEASE AGREEMENT

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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
3-YEAR DIRECTLY NEGOTIATED LEASE AGREEMENT**

THIS LEASE, dated \_\_\_\_\_, 2023, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and the Orange County Water District, hereinafter called "Tenant."

WITNESSETH

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

**ARTICLE 1. SUMMARY OF LEASE PROVISIONS**

Landlord:	California Department of Transportation (Caltrans)
Tenant:	Orange County Water District
Premises:	14893 East Ball Road Located in the City of Anaheim, State of California, commonly known as <b>12-ORA-057-0010-05</b> . (FLA 57-10), and more particularly described in Article 2.
Lease Term:	3 years, commencing <u>XXXX</u> and expiring on <u>XXXX</u> . (Article 3)
Rent:	Monthly: \$ 1,141.00 (Article 4)
Security Deposit:	\$ 0 (Article 17)
Use:	Orange County Water District Recharge Basin, Retail Commercial Business, Professional Golf Instructions, and Recreation purposes (Article 5)
Liability Insurance:	\$5,000,000 (Article 9)
Address for Notices:	
Landlord:	Tenant:

Department of Transportation Right of Way, Airspace 1750 E. 4 <sup>th</sup> St., Suite 10 Santa Ana, CA 92705 (657) 328-6300	Orange County Water District 18700 Ward Street Fountain Valley, CA 92708 (714) 378-3200
--	--

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

**ARTICLE 2. PREMISES**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, those certain premises known as Airspace Lease Area No. 12-ORA-57-0010-05, situated in the City of Anaheim, County of Orange, said land or interest therein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above described property occupied by the supports and foundations of the existing structure.

This Lease is subject to (1) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record, (2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises and (3) all matters known to Tenant or of which Tenant has notice, constructive or otherwise including, without limitations, those shown on attached Exhibits "A" and "B".

**ARTICLE 3. TERM**

The term of this Lease shall be for no more than three (3) years, commencing **XXX, 2023**, and expiring **XXX, 2026**.

**ARTICLE 4. RENT**

4.1 Minimum Monthly Rent

Tenant shall pay to Landlord as a minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of \$1,141.00, per month in advance on the first day of each month, commencing on the date the term commences and continuing during the term. Minimum monthly rent for the first month or portion of it shall be paid on the day the term commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

Checks should have a reference number of **12-ORA-057-0010-05** denoted clearly on the payment. All rent shall be paid to Landlord at the following address:

**By Mail:**

Department of Transportation  
Attention: Cashier  
P.O. Box 168019  
Sacramento, CA 95816-8019

**In Person:**

Department of Transportation  
1820 Alhambra Boulevard, 2<sup>nd</sup> Floor  
Sacramento, CA.  
(800) 404-7787

#### 4.2 Adjustment to Rent

The current minimum monthly rent provided for in Section 4.1 shall be subject to adjustment at the commencement of the second year of the term and every year thereafter. Said adjustment shall be five percent (5%) per annum.

In no event shall the minimum monthly rent be reduced by any calculation made pursuant to this section.

### **ARTICLE 5. USE**

#### 5.1 Specified Use

The Premises shall be used and occupied by Tenant only and exclusively for the purpose of an Orange County Water District Recharge Basin, and used and occupied by its tenant, NSM Golf, LLC., for Office, Retail Commercial Business, Professional Golf Instructions, and Recreation purposes and for no other purpose whatsoever without obtaining prior written consent of Landlord and the concurrence of the Federal Highway Administration.

#### 5.2 Condition of Premises

Tenant hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Tenant agrees to accept the Premises in its presently existing condition "as is," and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises existing immediately prior to the execution of this Lease (including investigation of the surface, subsurface and groundwater for contamination and hazardous substances) and is satisfied that the Premises will safely support the type of improvements to be constructed and maintained by Tenant upon the Premises, that the Premises are otherwise fully fit



physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the commencement of the term of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of hazardous substance has come to be located on or beneath the Premises; (2) prior to the commencement of the term of this Lease, the Landlord has made available to Tenant, for review and inspection, records in the possession or control of the Landlord which might reflect the potential existence of hazardous substances on or beneath the Premises; (3) Landlord has provided Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions for purposes of providing to Tenant the opportunity to investigate, sample and analyze the soil and groundwater on the Premises for the presence of hazardous substances; (4) by signing this Lease Tenant represents to Landlord that, except as otherwise may be stated on Exhibit "C" attached hereto and by this reference incorporated herein, Tenant does not know nor has reasonable cause to believe that any release of hazardous substance has come to be located on or beneath the Property and (5) with respect to any hazardous substance which Tenant knows or has reasonable cause to believe has come or will come to be located on or beneath the Premises, Tenant has listed the hazardous substance on attached Exhibit "C" and agrees promptly to commence and complete the removal of or other appropriate remedial action regarding the hazardous substance at no cost or expense to Landlord and in full compliance with all applicable laws, regulations, permits, approvals and authorizations. The phrase "hazardous substance," as used herein, has the same meaning as that phrase has under Section 25359.7 of the California Health and Safety Code.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the premises to improve and continuously use the Premises as required by this Lease and in compliance with all applicable laws and regulations.

### 5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission

of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

#### 5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the land above or below a highway or freeway, a gasoline or petroleum supply station, nor shall the transportation or storage of gasoline or petroleum products be permitted under the structures, except those products stored within an operable vehicle for exclusive use by that vehicle.

#### 5.5 Explosives and Flammable Materials

The premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the transportation facility. The operation and maintenance of the leased premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the area shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

#### 5.6 Hazardous Materials

Hazardous materials are those substances listed in Health and Safety Code Section 25250(d), as well as any other substance which poses a hazard to health or environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or allow any hazardous materials on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any hazardous materials on the leased premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the leased premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the premises.

Breach of any of these covenants, terms and conditions shall give Landlord authority to immediately terminate this Lease. It is the intent of the parties hereto that Tenant shall be responsible for and bear the entire cost of removal and

disposal of hazardous materials introduced to the premises during Tenant's period of use and possession as owner, operator or Tenant of the premises. Tenant shall also be responsible for any clean-up and decontamination on or off the leased premises necessitated by the introduction of such hazardous materials on the leased premises. Tenant shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to the premises by any party other than Tenant during any period prior to commencement of Tenant's period of use and possession of the leased premises as owner, operator or Tenant.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Tenant's period of use and possession of the premises.

### 5.7 Signs

In total, no more than two (2) advertising signs, of a size not greater than thirty (30) square feet of surface area, may be erected on the Premises. The wording on these signs shall be limited to Tenant's name or trade name. The location of all these signs shall be subject to Landlord's prior approval. None of these signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All of these signs shall also comply with all applicable requirements of local governmental entities, including governmental approval and payment of any fees. Further signs may be required by Encroachment Permits related to parallel parking requirements on the highway.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain or permit any sign, banner or flag upon the premises without the prior written approval of Landlord. Tenant shall not place, construct or maintain upon the premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer or thing. Landlord may remove any unapproved sign, banner or flag existing on the premises, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal plus interest as provided in Section 18.11 from the date of completion of such removal.

### 5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord reserves the right from time to time to make reasonable modifications to said rules and

regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

#### 5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the leased premises.

#### 5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon the Premises.

#### 5.11 Water Pollution Control

Tenant shall comply with all applicable State and Federal water pollution control requirements regarding storm water and non-storm water discharges from the Tenant's leasehold area and will be responsible for all applicable permits including but not limited to the National Pollutant Discharge Elimination System (NPDES) General Permit and Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities (Excluding Construction), the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, and the Caltrans Municipal Separate Storm Sewer System NPDES Permit, and permits and ordinances issued to and promulgated by municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under the jurisdiction of the above agencies. Copies of the current storm water related NPDES permits are available on the State Water Resources Control Board's website at [www.swrcb.ca.gov](http://www.swrcb.ca.gov) under Stormwater.

Tenant understands the discharge of non-storm water into the storm sewer system is prohibited unless specifically authorized by one of the permits or ordinances listed above. In order to prevent the discharge of non-storm water into the storm sewer system, vehicle or equipment washing, fueling, maintenance and repair on the premises is prohibited.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, the storage or stockpile of hazardous material on premises is strictly prohibited. Tenant shall implement and maintain the Best Management Practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: Parks and Recreation. Tenant shall identify any other potential sources of storm water and non-storm water pollution resulting from Tenant's activities on the premises, which are not addressed by the BMPs, contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from 2 other manuals, (1) Right of Way Property Management and Airspace Storm

Water Guidance Manual (RW Storm Water Manual) available for review at the Landlord's District Right of Way office or online at [www.dot.ca.gov/hq/row/rwstormwater](http://www.dot.ca.gov/hq/row/rwstormwater) and (2) Construction Site Best Management Practices (BMPs) Manual, which is available online at [www.dot.ca.gov/hq/construc/stormwater/manuals.htm](http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm). In the event of conflict between the attached Fact Sheet(s), the manuals and this Lease, this Lease shall control.

Tenant shall provide Landlord with the Standard Industrial Classification (SIC) code applicable to Tenant's facilities and activities on the lease premises. A list of SIC codes regulated under the General Industrial Permit SIC codes may be found at the State Water Resources Control Board (SWRCB) website at [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/gen\\_indus.s.html](http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.s.html). Other SIC codes may be found at [www.osha.gov/pls/imis/sicsearch.html](http://www.osha.gov/pls/imis/sicsearch.html).

Landlord, or its agents or contractors, shall at all times have the right to enter and inspect the premises and the operations thereon to assure compliance with the applicable permits, and ordinances listed above. Inspection may include taking samples of substances and materials present for testing premises.

#### **ARTICLE 6. IMPROVEMENTS**

No improvements of any kind shall be placed in, on, or, upon the Premises, and no alterations shall be made in, on, or, upon the Premises without the prior written consent of Landlord through an encroachment permit. Existing Improvements include: golf tee-boxes, benches, landscaping and a sidewalk.

#### **ARTICLE 7. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY**

##### 7.1 Ownership of Improvements During Term

All improvements constructed and placed on the Premises pursuant to Article 6 shall, at the expiration or termination of this Lease, vest in Landlord. Tenant shall not remove any of these improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant, any subtenant or third party, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

## 7.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails, and column guards, at Tenant's sole expense. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare all personal property not removed by Tenant to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

## **ARTICLE 8. MAINTENANCE AND REPAIRS**

### 8.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all grass, weeds, debris, and flammable materials of every description. Tenant shall ensure that the Premises is at all times in an orderly, clean, safe, and sanitary condition. Landlord requires a high standard of cleanliness, consistent with location of the Premises as an adjunct of the California State Highway System.

Landlord and Tenant recognize that because of the length of the term of this Lease it may be necessary for Tenant to perform certain substantial maintenance, repair, rehabilitation or reconstruction (hereinafter collectively referred to as "repair" or "repairs") of the improvements in order to ensure that the premises are kept in first-class order, repair and condition.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the structure from damage incident to Tenant's use of said premises and improvements, all without expense to Landlord. Tenant shall, at its own cost and expense, repair in accordance with Landlord's standards any damage to any property owned by Landlord, including, but not limited to, all fences, guardrails, piers and columns, caused by Tenant, subtenants, invitees or other third parties. At Tenant's request, Landlord will repair the damage to its property and Tenant agrees to reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

## 8.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the premises. If within thirty (30) days after Landlord sends written notice to repair, Tenant fails to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 18.11 from the date of completion of such work to date of payment. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the premises by Tenant as a result of performing any such work.

## **ARTICLE 9. INSURANCE**

### 9.1 Indemnification

Neither Landlord nor any of Landlord's officers or employees is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by Tenant under or in connection with any work, authority, or jurisdiction conferred upon Tenant or arising under this Lease.

It is understood and agreed Tenant will fully defend, indemnify, and save harmless Landlord and all of its officers and employees from all claims, suits, or actions of every kind brought forth under any theory of liability occurring by reason of anything done or omitted to be done by Tenant under this Lease. Tenant's obligations to defend, indemnify, and save harmless Landlord extends to any and all claims, suits, or actions of every kind brought forth under any theory of liability occurring due to the use of the premises and Tenant's operations under this Lease, any accompanying agreement with Landlord, and any encroachment permit issued by Landlord.

Tenant shall include in any contract it enters with any third party to conduct work in association with this Lease, including any contractors who design, construct, or maintain equipment, structures, fixtures or other property, a requirement the contractor will fully defend, indemnify and save harmless Landlord and its officers and employees from any and all claims, suits or actions of every kind brought forth under any theory of liability occurring due to the work conducted in association with this Lease. If Tenant has any additional insured endorsements executed by any third parties conducting work in association with

this Lease naming Landlord to comply with this provision, Tenant shall provide copies of the additional insured endorsements and a Certificate of Insurance to Landlord within thirty (30) days of executing this lease.

If the Lease is terminated for any reason, Tenant also agrees to indemnify, defend, and save harmless Landlord from any third party claims for damages arising out of the termination of the Lease due to Landlord's failure to comply with the requirements of the Lease. Such third-party claims include any claims from any contractors retained by Tenant or its successors.

Furthermore, Tenant agrees it controls the premises. As such, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, agents, and employees for any and all claims arising out of any allegedly dangerous condition of public property based upon the condition of the premises.

Tenant agrees to defend, indemnify and save harmless Landlord, its officers, employees, and agents from any and all claims, suits or actions of every kind brought forth under any theory of liability with respect to the premises or the activities of Tenant or its officers, employees, and agents at the premises, excluding those arising by reason of the sole or active negligence of Landlord, its officers, employees, and agents.

Tenant's obligations to defend and indemnify Landlord is not excused because of Tenant's inability to evaluate liability or because Tenant evaluates liability and determines Tenant is not liable. Tenant must respond within 30 days to the tender of any defense and indemnity by Landlord, unless this time has been extended by Landlord.

## 9.2 Liability Insurance

Nothing in this Lease is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

### A. Workers' Compensation and Employer's Liability Insurance

Tenant shall provide workers' compensation and employer's liability insurance as required under the Labor Code and provide Landlord the following certification before performing any work (Labor Code § 1861) in connection with this Lease: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Tenant shall provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease



B. Commercial General Liability Insurance

Tenant shall procure Commercial General Liability Insurance with \$5,000,000 per occurrence and aggregate limits covering all operations by or on behalf of Tenant, providing insurance for bodily injury liability and property damage liability, and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

Tenant shall provide proof of the Commercial General insurance policy with all endorsements, riders, and amendments to Landlord on or before the commencement of this Lease by a Certificate of Additional Insured.

The Commercial General Liability insurance procured by Tenant shall also comply with the following:

1. Shall extend to all of Tenant's operations and remain in full force and effect during the term of this Lease.
2. Must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. Shall be on Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.
4. Shall contain completed operations coverage with a carrier acceptable to Landlord through the expiration of the latent and patent deficiency in construction statutes of repose set forth in Code of Civil Procedure section 337.15.
5. Shall name Landlord, including its officers, directors, agents (excluding agents who are design professionals), and employees, as additional insureds under the General Liability Policy with respect to liability arising out of or connected with work or operations performed in connection with this Lease. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code section 11580.04.
6. Shall provide additional insured coverage by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by Landlord.

7. Shall state the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by Landlord is excess only and must not be called upon to contribute with this insurance.

Tenant shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability must be not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage.

Landlord allows reasonable deductible clauses not overly broad, exceeding \$250,000, or harmful to Landlord. Tenant agrees by executing this Lease it shall defend, indemnify, and hold harmless Landlord until such deductible is paid or applied to any claim arising out of this Lease, regardless of Tenant's evaluation of liability, as discussed in Section 9.1.

Landlord may assure Tenant's compliance with Tenant's insurance obligations. Ten days before an insurance policy lapses or is canceled during the term of this Lease, Tenant must submit evidence of renewal or replacement of the policy. Tenant is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless Landlord, its officers, agents, and employees by Landlord's acceptance of insurance policies and certificates. The minimum insurance coverage amounts do not relieve Tenant from liability in excess of such coverage.

Landlord acknowledges that Tenant may be self-insured. Reasonable self-insurance programs and self-insured retentions in insurance policies are permitted by Landlord. If Tenant uses a self-insurance program or self-insured retention, Tenant must provide Landlord with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Further, execution of this Agreement is Tenant's acknowledgment Tenant will be bound by all laws as if Tenant were an insurer as defined under Insurance Code section 23 and Tenant's self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code section 22. Tenant shall notify Landlord in writing not less than thirty (30) days prior to the effective date of the termination of its self-insurance coverage and shall obtain the insurance coverage required by this section effective on that termination date.

### 9.3 Failure to Procure and Maintain Insurance

If Tenant fails to procure or maintain the insurance required by this Article in full force and effect, this Lease may be terminated immediately by Landlord. In addition, if Tenant fails to procure or maintain the insurance required by this Article, Tenant shall cease and desist from operating any business on the premises and the improvements erected thereon and shall prevent members of the public from gaining access to the premises during any period in which such insurance policies are not in full force and effect.

#### 9.4 Waiver of Subrogation

Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representatives of Landlord, for loss of or damage to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

#### **ARTICLE 10. PAYMENT OF TAXES**

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon said premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to said premises, buildings, improvements or structures. Tenant shall pay when due, before delinquency, personal property taxes on fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the leased premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. **In the event Tenant defaults in the payment of any of the obligations set forth in this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.**

#### **ARTICLE 11. RIGHT OF ENTRY**

##### 11.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, through their agents or representatives, shall have full right and authority to enter in and upon the premises and any building or improvements situated thereon at any and all reasonable times during the term

of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents or representatives.

Landlord further reserves the right of entry for the purpose of inspecting the premises, or the doing of any and all acts necessary or proper on said premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. Landlord further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the Landlord for the purpose of performing any maintenance activities upon the property which Tenant has failed to perform.

#### 11.2 Landlord Use of the Premises

Tenant understands and agrees that Landlord may be required to perform retrofit work on all or a part of the freeway structures which are situated on and above the premises. Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the premises and to construct improvements thereon as Landlord deems are necessary to enable it to complete construction of all freeway structural retrofit work without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the premises, or needs to place restrictions on Tenant's use of the premises, Landlord shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, Tenant shall peaceably surrender possession of the premises and comply with the restrictions as stated therein. In that event, Tenant will have no claim upon Landlord and waives any and all claims for compensation, damages or relocation assistance.

The minimum monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of the premises which Tenant is restricted from using or which has been surrendered to Landlord bears to the total area of the leased premises. This reduction in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the premises, and Tenant expressly agrees to hold Landlord harmless from any and all liability for, and expressly waives any right it may have to recover against Landlord, damages to the premises, any improvements

constructed on the premises, and waives its right to use or possess any portion of the premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the premises. In addition, Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the premises.

Tenant shall conduct its operations on the premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any structural retrofit work done on or above the premises. Tenant acknowledges that the performance of the structural retrofit work may cause damage to paving or other improvements constructed by Tenant on the premises. Tenant expressly agrees to hold Landlord harmless from all such damage to its improvements, except that at the conclusion of the retrofit work, Landlord shall restore the premises to their preexisting condition at no cost to Tenant.

## **ARTICLE 12. TERMINATION OF LEASE**

### 12.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual consent of Landlord and Tenant.

### 12.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with thirty (30) days prior notice in writing, or by Landlord upon providing Tenant with thirty (30) days prior notice in writing. Notices of termination under this section shall be delivered in accordance with the provisions of Section 18.13 to the addresses set forth in Article 1. If Tenant exercises its right to terminate the Lease under this Section, it immediately forfeits any right to bid at the next lease auction for the Premises. In addition, if at the time Tenant terminates this Lease, the entire cost of Tenant's improvements has not been amortized over the remaining term, those improvements shall become the property of Landlord, and Landlord shall not refund or otherwise reimburse Tenant for the remaining unamortized cost of the improvements.

## **ARTICLE 13. UTILITIES**

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and

all other materials and utilities supplied to the premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

## **ARTICLE 14. DEFAULT**

### 14.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

- A. Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten(10) days after written notice thereof has been given by Landlord to Tenant.
- B. The abandonment or vacation of the premises by Tenant. Failure to occupy and operate the premises for thirty (30) consecutive days following the mailing of written notice from Landlord to Tenant calling attention to the abandonment shall be deemed an abandonment or vacation.
- C. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.

### 14.2 Landlord's Remedies

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to

recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

1. the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
2. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus
3. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus
4. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus
5. at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (1) and (2), above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (3), above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

### 14.3 Late Charges

This section intentionally deleted per Right of Way Manual 11.08.07.00.

### 14.4 Landlord's Right to Cure Tenant's Default

At any time after Tenant is in default or material breach of this Lease, Landlord may cure such default or breach at Tenant's cost. If Landlord at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest as provided in Section 18.11 from the date the sum is

paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

## **ARTICLE 15. ASSIGNMENTS, SUBLEASES AND ENCUMBRANCES**

### 15.1 Voluntary Assignments, Subleases and Encumbrances

The Tenant shall not assign, sublease, or encumber this property in any matter whatsoever, nor shall this lease be recorded.

### 15.2 Change in Tenant's Vesting

Any change in the legal status of TENANT shall be deemed an assignment in violation of the lease unless approved in advance in writing by LANDLORD.

### 15.3 Encumbrances

Tenant shall not encumber the Premises in any manner whatsoever.

## **ARTICLE 16. NONDISCRIMINATION**

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities,
2. in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors,
3. such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the premises, and
4. Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

## **ARTICLE 17. SECURITY DEPOSIT**

This section intentionally deleted per Right of Way Manual 15.05.05.02.



## **ARTICLE 18. ADDITIONAL PROVISIONS**

### 18.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the premises for the term, subject however, to the terms of the Lease and of any of the mortgages or deeds of trust described above.

### 18.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addendums and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

### 18.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the premises are merged in or revoked by this agreement.

### 18.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

### 18.5 Costs of Suit

If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the premises, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with such litigation.

### 18.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

### 18.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

### 18.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term

or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

#### 18.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

#### 18.10 Holding Over

If Tenant remains in possession of all or any part of the premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

#### 18.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

#### 18.12 Recording

Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a noncurable default of Tenant hereunder. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes.

#### 18.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

18.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

18.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

18.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

STATE OF CALIFORNIA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
JENNIFER PHAM , OFFICE CHIEF  
OFFICE OF RIGHT OF WAY, DISTRICT 12

TENANT:

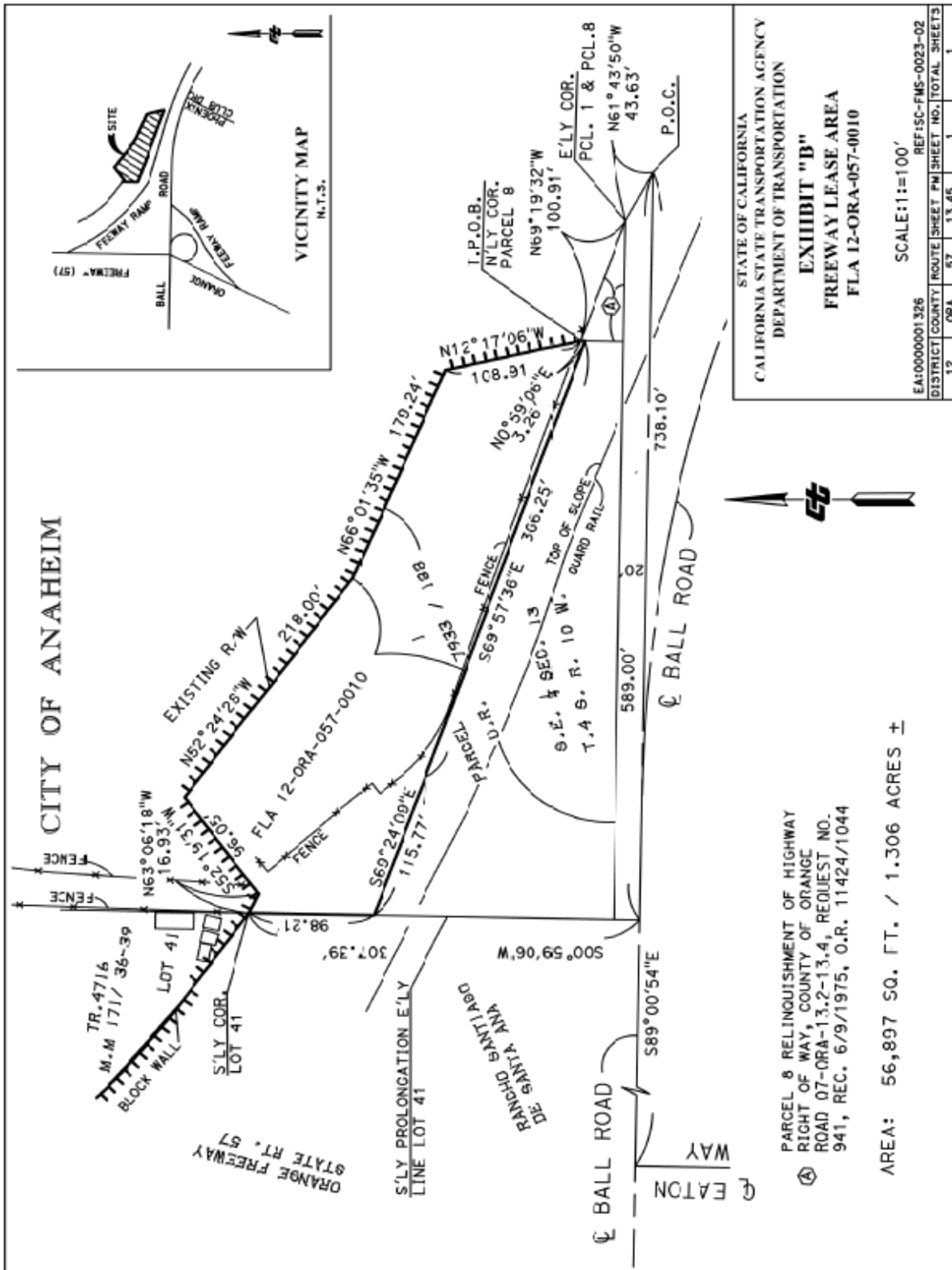
**ORANGE COUNTY WATER DISTRICT**  
a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

By: \_\_\_\_\_  
Michael R. Markus P.E.,  
General Manager

**APPROVED AS TO FORM: RUTAN & TUCKER, LLP.**

By: \_\_\_\_\_  
General Counsel, Orange County Water District

EXHIBIT A: MAPS



## EXHIBIT B: LEGAL DESCRIPTION

**FLA 12-ORA-057-0010:** Freeway Lease

Being a portion of Parcel 1 of the Final Order of Condemnation in the City of Anaheim, County of Orange, State of California, per document recorded May 16, 1966 in Book 7933, Pages 188 through 192 of Official Records, in the office of the County Recorder of said Orange County, said Parcel also being in the Southeast quarter of Section 13,

T. 4 S., R. 10 W., in the Rancho Santiago De Santa Ana, described as follows:

**Commencing** at a point in the center line of Ball Road, 40.00 feet wide, said center line being the southerly line of said section, distant along said center line, South 89°00'54" East, 738.10 feet from the intersection of said center line with the center line of Eaton Way, as said intersection is shown on map of Tract No. 4716, recorded in Book 171, Pages 36 to 39 inclusive of Miscellaneous Maps, in the office of the County Recorder of said County; thence North 61°43'50" West 43.63 feet to the Easterly corner of said Parcel 1, said point also being the Easterly corner of Parcel 8 of Relinquishment of Highway Right of Way, County of Orange Road 07-ORA-57-13.2-13.4, Request No. 941 recorded June 9, 1975 in Book 11424, Page 1044 of Official Records of said County; thence along the northeasterly line of said Parcel 1 and said Parcel 8, North 69°19'32" West 100.91 feet to the most Northerly corner of said Parcel 8, Said point being the **True Point of Beginning**; thence continuing along the northeasterly line of Parcel 1 of said Final Order of Condemnation, North 12°17'06" West; thence North 66°01'35" West 179.24 feet; thence North 52°24'28" West 218.00 feet; thence South 52°19'31" West 96.05 feet; thence North 63°06'18" West 16.93 feet to the most southerly corner of Lot 41 of said Tract No. 4716; thence leaving the northeasterly line of said Parcel 1 and along the southerly prolongation of the easterly line of said Lot 41, South 0°59'06" West 98.21 feet; thence leaving said line, South 69°24'09" East 115.77 feet; thence South 69°57'36" East 366.25 feet to the westerly line of Parcel 8 of said Release No. 941, said point being distant South 0°59'06" West 3.26 feet along said westerly line from the True Point of Beginning; thence along the Westerly line of said Parcel 8, North 0°59'06" East 3.26 feet to the **True Point of Beginning**.

Together with and subject to covenants, easements and restrictions of record.

Containing 56,897 square feet / 1.306 acres, more or less.

All bearings and distances described herein are based on the California Coordinate System of 1983, Zone VI, North American Datum of 1983 (Epoch 1991.35). The distances shown herein are grid distances. Divide grid distances by a combined factor 0.999972 to obtain ground distances.

Exhibit C: LEFT INTENTIONALLY BLANK



EXHIBIT D: LEFT INTENTIONALLY BLANK

## EXHIBIT E: STORMWATER POLLUTION PROTECTION (PARKS AND RECREATION)

# Stormwater Pollution Prevention

## Parks & Recreation

### Landscaping /Yard Maintenance

- Where feasible, retain and/or plant native vegetation since it usually requires less maintenance than new vegetation. When planting or replanting consider using flowers, trees, shrubs, and groundcovers that have low water use. Consider alternative landscaping techniques such as nativescaping and xeriscaping.
- Minimize the use of pesticides and fertilizers. Read the labels and follow directions to avoid improper use. When applicable, use less toxic pesticides that will do the job and avoid use of copper-based pesticides if possible. Try using organic or non-toxic fertilizer alternative. Do not apply chemicals if it is windy or about to rain. Avoid applying chemical fertilizers and pesticides near curbs, driveways, gutters, ditches, streams or waterbodies. Properly clean up and dispose of spills of chemicals, fertilizers, or soils. If possible, return the spilled material to the container for future use. Store fertilizers and chemicals in closed, waterproof, labeled containers, in a covered area, or off-ground and under protective tarps.
- If using pesticides, follow all federal, state, and local laws and regulations governing their use, storage, and disposal. Follow manufacturers' recommendations and label directions. Prepare the minimum amount of pesticide needed for the job and use the lowest rate that will effectively control the targeted pest. Do not apply any chemicals directly to surface waters and do not spray pesticides within 100 feet of open waters. Employ techniques to minimize off-target application (e.g. spray drift) of pesticides, including consideration of alternative application techniques. Purchase only the amount of pesticide that can reasonably be used in a given time period.
- Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers. Follow manufacturers' recommendations and label directions. Employ techniques to minimize off-target application (e.g. spray drift) of fertilizer, including consideration of alternative application techniques. Calibrate fertilizer distributors to avoid excessive application. Periodically test soils for determining proper fertilizer use. Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface. Sweep pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water. Use slow release fertilizers whenever possible to minimize leaching.
- Group plants with similar water requirements in order to reduce excess irrigation runoff and promote surface filtration. Irrigate slowly or pulse irrigate so the infiltration rate of the soil is not exceeded. Design the irrigation system to each landscape area's specific water requirements. Adjust irrigation systems to reflect seasonal water needs. Implement landscape plans consistent with County or City water conservation resolutions, which may include water sensors, programmable irrigation times (for short cycles), rain-triggered shutoff devices to prevent irrigation after precipitation and flow reducers or shutoff valves triggered by a pressure drop to control water loss in the event of broken sprinkler heads or lines. Inspect irrigation system regularly for leaks and to ensure that excessive runoff is not occurring. Use popup sprinkler heads in high activity areas or where pipes may be broken. If re-claimed water is used for irrigation, ensure that there is no runoff from the landscaped area(s).
- Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage at a permitted landfill or by composting as soon as possible. Do not dispose of landscaping wastes in streets, waterways, or storm drainage systems. Place temporarily stockpiled material away from watercourses and storm drain inlets, and berm and/or cover. After landscaping activities, do not sweep or blow clippings and waste into the street or gutter. Avoid hosing down pavement.
- Schedule large landscaping projects for dry weather. Store stockpiles under plastic tarps to protect them from wind and rain. Cover non-vegetated surfaces to prevent erosion. Use mulches in planter areas without ground cover to minimize sediment in runoff. Leave a vegetative barrier along the property boundary and interior watercourses, to act as a pollutant filter, where appropriate and feasible. Develop healthy soil; choose a grass type that thrives in your climate; mow high, often, and with sharp blades; water deeply but not too often.
- Use mechanical methods of vegetation removal such as hand weeding rather than applying herbicides. When conducting mechanical or manual weed control, avoid loosening the soil, which could lead to erosion. Careful soil mixing and layering techniques using a topsoil mix or composted organic material can be used as an effective measure to reduce weeds and watering.
- When possible, use a lawn mower that has a mulcher so that the grass clippings remain on the lawn. Compost materials in a designated area, take clippings to a landfill for composting, or recycle lawn clippings and greenery waste through local programs when available.



# Stormwater Pollution Prevention

- For activities involving the removal of vegetation, the limits of disturbance should be defined to minimize adverse effects on vegetation outside the working area. The protection of desirable vegetation provides erosion and sediment control. The following steps should be taken to preserve existing vegetation:
  - Vegetation outside the limits of disturbance should be replaced if damaged
  - Minimize the number of access and egress points and locate them to reduce damage to existing vegetation
  - Maintenance materials and equipment storage and parking areas should be located where they will not cause root compaction
  - Keep equipment away from trees to prevent trunk and root damage
  - Avoid placing soil around trunks of trees.

## Trash Bins

- Post "No Littering" signs and enforce anti-litter laws. Provide a sufficient number of litter receptacles for the facility. Clean out and cover litter receptacles frequently to prevent spillage.
- Keep dumpster areas clean. Recycle materials whenever possible. Ensure that only appropriate solid wastes are added to the solid waste container. Certain wastes such as hazardous wastes, pesticides, etc., may not be disposed of in solid waste containers. Take special care when loading or unloading wastes to minimize losses.
- Inspect dumpsters and trash bins weekly for leaks and to ensure that lids are on tightly. Replace any that are leaking, corroded, or otherwise deteriorating. Sweep and clean the storage area regularly and clean up spills immediately.
- If the dumpster area is paved, do not hose it down to a storm drain. Instead, collect the wash water and discharge it to the sewer if allowed by the local sewer authority. Use dry methods when possible (e.g., sweeping, use of absorbents). Prevent stormwater run-on from entering the dumpster area by enclosing it or building a berm around the area. Prevent waste materials from directly contacting rain. Cover dumpsters to prevent rain from washing waste out of holes or cracks in the bottom of the dumpster.



## Restrooms

- Have restrooms connected to the sanitary sewer system where feasible. In areas where sanitary sewer connections are not possible, ensure the septic system adequacy and maintenance.
- Paper towels should be replaced with air dryers, where feasible. Post "No Littering" signs. Provide a sufficient number of litter receptacles and empty receptacles frequently to prevent spillage.
- Develop an educational program to promote visitor compliance with park regulations on facility use and waste disposal.



## Stormwater Pollution Prevention

### Patio, Walkway, Driveway

- Use dry clean-up methods, such as a broom, mop or absorbent material for surface cleaning whenever possible. Do not sweep or blow trash or debris into the street or gutter. Avoid graffiti abatement activities during rain events and use the least toxic materials available (e.g. water based paints, gels or sprays for graffiti removal). Avoid using cleaning products that contain hazardous substances that can create hazardous waste.
- If water must be used for surface cleaning, use it sparingly. Never discharge washwater into the street, a ditch, or storm drain. Determine how you are going to capture the water and where you are going to discharge it before starting the wash job. Capture and collect the washwater and properly dispose of it (i.e., landscaped areas, private sewer system, sanitary sewer system).
- Provide regular training to employees and/or contractors regarding surface cleaning.

### Parking Area

Clean parking lots on a regular basis to prevent accumulated wastes and pollutants from being discharged into storm drain systems during rainy conditions. When cleaning heavy oily deposits, use absorbent materials on oily spots prior to sweeping or washing. Dispose of used absorbents appropriately.

Allow sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices. Utilize sand filters or oleophilic collectors for oily waste in low concentrations. Clean out oil/water/sand separators regularly, especially after heavy storms.

Have designated personnel conduct inspections of the parking facilities and storm drain systems associated with them on a regular basis. Inspect cleaning equipment/sweepers for leaks on a regular basis.

Have spill cleanup materials readily available and in a known location. Cleanup spills immediately and use dry methods if possible. Properly dispose of spill cleanup material.





## AGENDA ITEM SUBMITTAL

<b>Meeting Date:</b> August 25, 2023	<b>Budgeted:</b> No
<b>To:</b> Property Management Committee/ Board of Directors	<b>Budget Amount:</b> \$0
<b>From:</b> Mike Markus	<b>Cost Estimate:</b> \$80,000
<b>Staff Contact:</b> B. Dosier/D. Park	<b>Funding Source:</b> N/A
	<b>Program/Line Item No.:</b> N/A
	<b>General Counsel Approval:</b> N/A
	<b>Engineers/Feasibility Report:</b> N/A
	<b>CEQA Compliance:</b> N/A

**Subject: PROPOSED COST SHARE AGREEMENT WITH CITY OF ORANGE TO REPLACE DAMAGED WALL ALONG THE SANTA ANA RIVER**

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### SUMMARY

The city of Orange (City) recently contacted the District advising that several sections of an existing concrete block wall that runs approximately 2,000 linear feet along the Santa Ana River on East Riverdale Avenue in the City has been significantly damaged and needs repaired. The City requested the District share in the cost of a new chain link fence to replace the wall. Staff presented the City's proposal at the June 2023 Property Committee meeting. The Committee directed staff to discuss the option of demolishing the wall with no new fence and to re-engage Orange County Public Works (County) to share in the cost of the new fence. Staff is returning to the Committee for further direction.

Attachment(s): 1) Letter dated April 10, 2023 from the City  
2) Letter dated August 8, 2023 from the County

### RECOMMENDATION

Agendize for September 6 Board meeting: Direct staff as appropriate

### BACKGROUND

In March 2022, the City, County and District staff were made aware that portions of an existing cinder block wall extending from just west of North Orange Olive Road to just east of 335 East Riverdale Avenue was significantly damaged and in disrepair, with several sections of the wall no longer standing. At the time, City staff investigated the origin of the wall and determined the wall was built in the City's street Right of Way as part of the tract development on the south side of Riverdale Avenue and that wall maintenance was likely their responsibility.

In April 2023, the City contacted District staff and requested assistance in replacing 2,000 linear feet of the existing block wall with black vinyl chain link fencing. District staff coordinated a meeting with the City and County, to discuss the new fence and to

consider sharing in the cost as the existing wall secured property along the Santa Ana River. At the time, the County concluded that they would not participate in any cost share for the new fence. District staff requested that the City provide an estimated cost share plan for further consideration.

The City has estimated that the total cost to replace the wall is approximately \$210,000, with demolition costing about \$50,000 and the actual fencing to cost approximately \$160,000. The City proposed that the District pay half the estimated cost of the new fence plus a contingency reserve budget (\$80,000). The City would pay the remaining half (\$80,000) and 100% of the demolition cost (\$50,000). Additionally, the City would manage the project and District staff would propose the City be responsible for all future maintenance and repairs.

Staff presented the City's proposal at the June 23 Property meeting and the Committee directed staff to discuss the option of demolishing the wall with no new fence and to re-engage the County to share in the cost of the new fence. In a follow-up discussion with the District, Director of Public Works for the City, Mr. Christopher Cash, advised that,

*"It is our position that the fence/wall creates barriers that focus access to the River and the river trail via existing pedestrian access points. Without the fence/wall, there is more unregulated access to the river and river trail. As was also mentioned, there are several residential properties that face the River and those homes have requested to leave some sort of barrier in place versus total removal of the existing wall. Everyone understands that the fence/wall does not totally prevent access to either the River or the neighborhood, but at least it focuses access to designated entry points".*

Staff also requested that the County reconsider its decision not to participate in a cost share arrangement and the County responded with the attached letter dated August 8, 2023. Per Mr. Edward Frondoso, Deputy Director Operations & Maintenance for the County,

*"Due to the open nature of this area, the Santa Ana River Trail is easily accessible from various directions. Therefore, we do not anticipate a significant security benefit from installation of a new fence, and we opt not to participate in a cost sharing arrangement at this time".*

Should the District decide to move forward with the City's wall replacement proposal, staff recommends authorizing the General Manager to negotiate and execute an agreement with the City in which the City would pay one hundred (100%) of the wall demolition, and the District would pay fifty percent (50%) of the fence replacement, not to exceed \$80,000.

Staff is returning to the Committee for further direction.

**Figure 1 – Wall Location**



**PRIOR RELEVANT BOARD ACTION(S)**

None





# CITY OF ORANGE

PUBLIC WORKS DEPARTMENT

[www.cityoforange.org](http://www.cityoforange.org)

ENGINEERING DIVISION  
(714) 744-5544  
FAX: (714) 744-5573

MAINTENANCE DIVISION  
(714) 532-6480  
FAX: (714) 532-6444

TRAFFIC DIVISION  
(714) 744-5540  
FAX: (714) 744-5573

WATER DIVISION  
(714) 288-2475  
FAX: (714) 744-2973

April 10, 2023

Orange County Water District  
Mr. Mike Markus, General Manager  
18700 Ward Street  
Fountain Valley, CA 92728

**RE: Replacement of wall along Santa Ana River**

Dear Mr. Markus,

On behalf of the City of Orange, we would like to request the assistance of the Orange County Water District to replace the existing block wall that secures OCWD's property along the Santa Ana River.

The wall, which has significant damage, and which is also unreinforced masonry, extends from just west of North Orange Olive Road to just east of 335 East Riverdale Avenue. Several sections of the wall are no longer standing and other sections have significant damage to the masonry block. Due to the damage to the wall, the wall no longer is capable of successfully securing OCWD property and allows for un-regulated access to the Santa Ana River. There is approximately 2000 lineal feet of wall that would need to be replaced.

The City understands that OCWD has used "Omega" type fencing at other OCWS properties, and we would suggest that "Omega" fencing would be an appropriate replacement for the existing block wall.

We appreciate the partnership with OCWD and the consideration of this request. Should you or your staff have any questions concerning this issue, please do not hesitate to contact me at (714)744-5545 or [ccash@cityoforange.org](mailto:ccash@cityoforange.org).

Sincerely,

Christopher S. Cash  
Director of Public Works

cc: Tom Kisela, City Manager





County Administration South  
601 North Ross Street  
Santa Ana, CA 92701

P.O. Box 4048  
Santa Ana, CA 92702

(714) 667-8800

info@ocpw.ocgov.com

OCPublicWorks.com



August 8, 2023

Daniel Park  
Property Manager  
Orange County Water District  
18700 Ward Street  
Fountain Valley, CA 92708

Subject: Replacement Wall Along Santa Ana River in City of Orange

Dear Mr. Park,

Thank you for your letter dated 7/11/23 requesting the County share in costs to replace portions of an existing City of Orange-owned block wall with a new fence along East Riverdale Avenue, from west of North Orange Olive Road to east of 335 East Riverdale Avenue.

Due to the open nature of this area, the Santa Ana River Trail is easily accessible from various directions. Therefore, we do not anticipate a significant security benefit from installation of a new fence, and we opt not to participate in a cost sharing arrangement at this time.

Please feel free to contact me if you have any further questions or concerns.

Best Regards,

Edward Frondoso  
Deputy Director, Operations & Maintenance  
OC Public Works  
714-245-4596 office  
714-532-1118 cell  
Edward.Frondoso@ocpw.ocgov.com



## AGENDA ITEM SUBMITTAL

**Meeting Date:** August 25, 2023

**To:** Property Management Committee/  
Board of Directors

**From:** Mike Markus

**Staff Contact:** B. Dosier/D. Park

**Budgeted:** No

**Budget Amount:** \$0

**Cost Estimate:** \$0

**Funding Source:** N/A

**Program/Line Item No.:** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY  
PROPERTY**

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### SUMMARY

The District owns a 19-acre land parcel in the city of Anaheim, west of Imperial Highway and south of the Santa Ana River. Voit Real Estate Services (Voit) has been hired to market the property for a potential tenant. At its May 17, 2023 meeting, the Board of Directors authorized staff to engage Adams Streeter Engineering to provide conceptual cost estimates for road access options and other key information relevant to the property that may be required to issue a Request for Quote/ Request for Proposals (RFQ/RFP) for potential development of the property. Staff will update the Committee.

Attachment(s): none

### RECOMMENDATION

Informational.

### DISCUSSION/ANALYSIS

The District owns a 19-acre land parcel in the city of Anaheim (APN 358-291-01) located west of Imperial Highway and south of the Santa Ana River (Property). The Property has access through a gate entrance on the southbound side of Imperial Highway, which passes over a portion of the Santa Ana River Trail. This trail and gate are maintained by the County of Orange, and the District has limited access to the Property for maintenance purposes, as outlined in a Grant Deed transfer in 1973 that conveyed portions of District land to Caltrans. Staff has contacted Caltrans regarding site access and the approval process for a potential tenant to obtain access rights from Imperial Highway to the Property, however this has been inconclusive.

The Property was previously leased by Sunny Slope to operate a wholesale container tree nursery and is currently vacant. At its November 16, 2022 meeting, the Board authorized staff to engage the services of Voit to market the Property and seek other tenants as appropriate. As of recent discussion with Mike Hefner, Voit Executive Vice President, Voit has received a number of inquiries for the site, however, site access continues to be an issue for most potential tenants and their intended use.

At its May 17, 2023 meeting, the Board authorized an agreement with Adams Streeter

Engineering to prepare a Site Development Analysis of the District's Imperial Highway property to include 1) development of key information about the Property to explore issuing an RFQ/RFP for potential future development (this information includes analyzing the property boundary, plotting existing easements, researching storm drains, sewer, water, and utilities, preparing grading, drainage, and water quality plans), and 2) development of high-level conceptual access options to the Property, meet with Caltrans and City of Anaheim staff to review and solicit feedback regarding the Property access concepts.

Once Adams Streeter completes its report, staff will return to the Committee for Board approval to issue an RFP/RFQ for development services. Subsequently, staff will return to the Committee with the RFP/RFQ responses.

Staff will update the Committee.

### **Summary of Prior Steps Taken:**

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October 2022	Sunnyslope Trees notifies the District that it will vacate property December 1, 2022
November	Voit hired to market the property for lease
December	Sunnyslope vacated the property
<hr/>	
May 2023	Agreement approved with Adams Streeter for Site Development analysis
June	Adams Streeter began work on boundaries and aerial survey of the property
July	Adams Streeter continues working on boundaries – seeking clarification from Title Company

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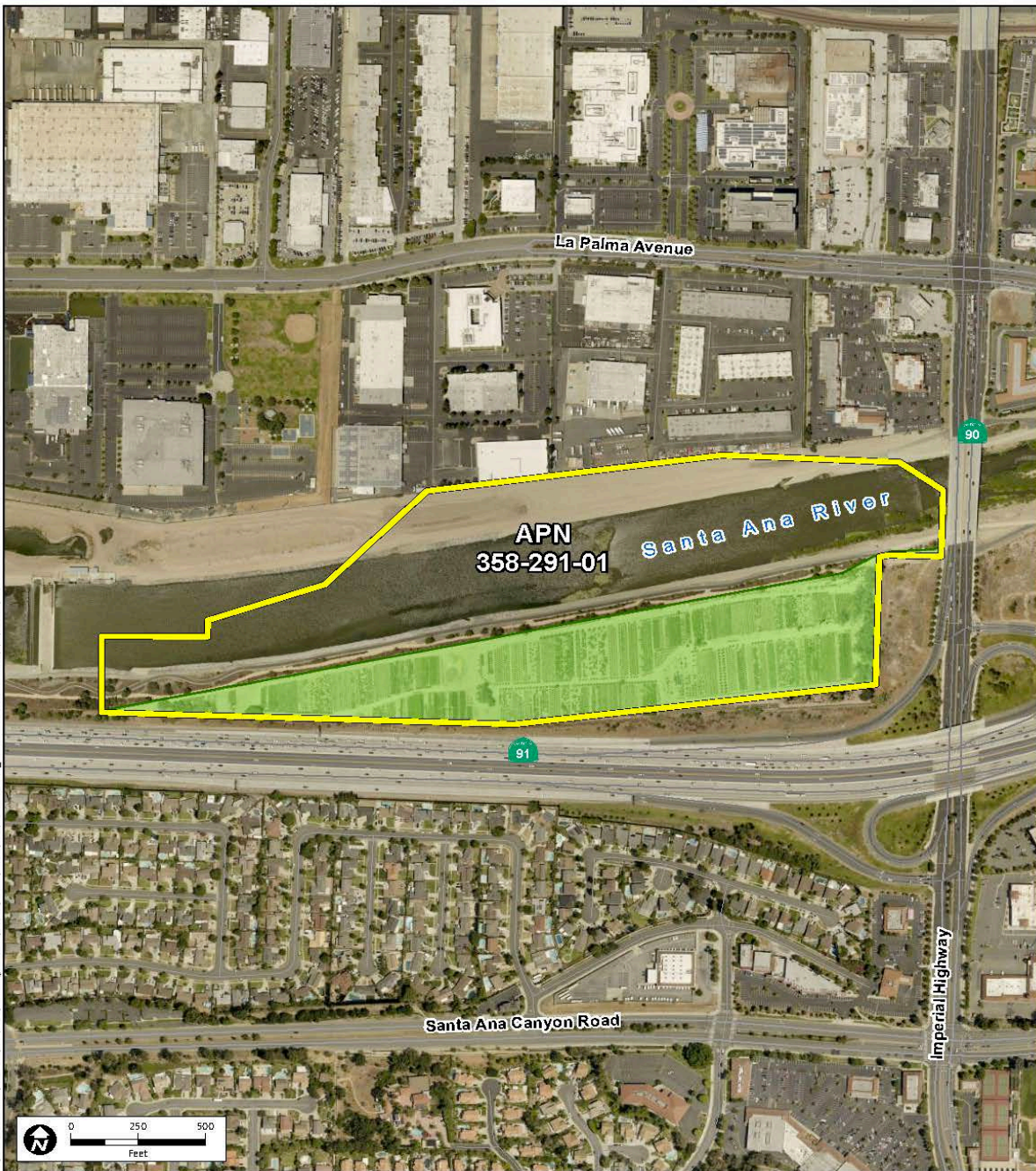
### **PRIOR RELEVANT BOARD ACTION(S)**

5/17/2023, R23-05-xx: Authorize the General Manager to negotiate and execute an agreement with Adams Streeter to prepare a Site Development Analysis of the District's Imperial Highway property to include 1) development of key information about the Property, and 2) development of high-level conceptual access options to the Property, meet with Caltrans and City of Anaheim staff to review and solicit feedback regarding the Property access concepts; at a cost not to exceed \$73,550

3/15/2023, M23-xxx: Authorize staff to engage an engineering firm to provide conceptual cost estimates for the access options and to develop key information about the Property



11/16/2022, M22-116: Authorize staff to engage the services of Voit Real Estate Services to market the property being vacated by Sunny Slope Tree Farm for Lease

# LOCATION MAP



K:\GIS\GISDataStore\OCWD\Property\Management\DanP\MXD\SunnySlopeTreeFarm\_APN358-291-01.mxd (5/5/2022)



-  OCWD Owned Parcel (APN 358-291-01)
-  Sunny Slope Tree Farm Leased Area

Sunny Slope Tree Farm Co.  
OCWD Lease APN 358-291-01

SOURCE: OCWD (05/2022); OCPW (2021)



## AGENDA ITEM SUBMITTAL

**Meeting Date:** August 25, 2023

**To:** Property Management Committee  
Board of Directors

**From:** Mike Markus

**Staff Contact:** J. Kennedy/B. Dosier

**Budgeted:** N/A

**Budgeted Amount:** N/A

**Estimated Revenue:** N/A

**Funding Source:** N/A

**Program/ Line Item No.** N/A

**General Counsel Approval:** N/A

**Engineers/Feasibility Report:** N/A

**CEQA Compliance:** N/A

**Subject: STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT**

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### SUMMARY

The city of Anaheim (City) is planning the OC River Walk project that would be adjacent to and within the Santa Ana River between approximately Ball Road and Orangewood Avenue. The City's project goals include increasing public access and connectivity via new walking and bike trails, economic growth, enhancing aesthetics, and providing access to the river and includes constructing two inflatable rubber dams in the river to create two water features. Staff will provide an update.

### RECOMMENDATION

Informational.

### BACKGROUND/ANALYSIS

The City is interested in the potential to impound water in the river with two new inflatable dams, similar in type to the District's existing inflatable rubber dams. The concept being assessed by the City would locate a new inflatable dam in the river between the 57-freeway crossing and the railroad crossing that enters the ARTIC station and one dam farther downstream.

Figure 1 provides the precise location of the two dams. Most of the project area is on the Orange County Flood Control District property in the riverbed. The upper portion of the project area, north of the railroad crossing adjacent to the former Ball Road Recharge Basin, is on District property.

At the May 26, 2023, Property Committee meeting, staff was directed to work towards developing a Memorandum of Understanding (MOU) with the City sooner than later to allow the District and City to completely understand each agency's obligations with this unique project. Staff transmitted key deal points for the MOU on June 2, 2023, to the City who is taking the lead in preparing the MOU document.



**Figure 1 – Area of Potential Impoundment Area in Santa Ana River**



**PRIOR RELEVANT BOARD ACTION(S) N/A**



## AGENDA ITEM SUBMITTAL

<b>Meeting Date:</b> August 25, 2023	<b>Budgeted:</b> N/A
<b>To:</b> Property Management Committee/ Board of Directors	<b>Budget Amount:</b> N/A
<b>From:</b> Mike Markus	<b>Cost Estimate:</b> N/A
<b>Staff Contact:</b> K. O'Toole / L. Haney	<b>Funding Source:</b> N/A
	<b>Program/Line Item No.:</b> N/A
	<b>General Counsel Approval:</b> N/A
	<b>Engineers/Feasibility Report:</b> N/A
	<b>CEQA Compliance:</b> N/A

Subject: **STATUS UPDATE ON PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS**

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### SUMMARY

The District has been working with the Department of Toxic Substances Control (DTSC) on the planned remediation of the former shooting areas at Pigeon Hill and the Former Clay Target Range in Prado Basin. In late 2022, while developing the Remedial Action Plan, DTSC notified OCWD that it was disallowing the Boards tentatively identified preferred remedy, which is to consolidate contaminated soil from both areas into a Corrective Action Management Unit (CAMU) at Pigeon Hill. OCWD disagreed with this determination and challenged DTSC's decision. Recently, DTSC has notified OCWD that consolidation of contaminated materials at Pigeon Hill will be allowed and work on the Remedial Action Plan can resume.

### RECOMMENDATION

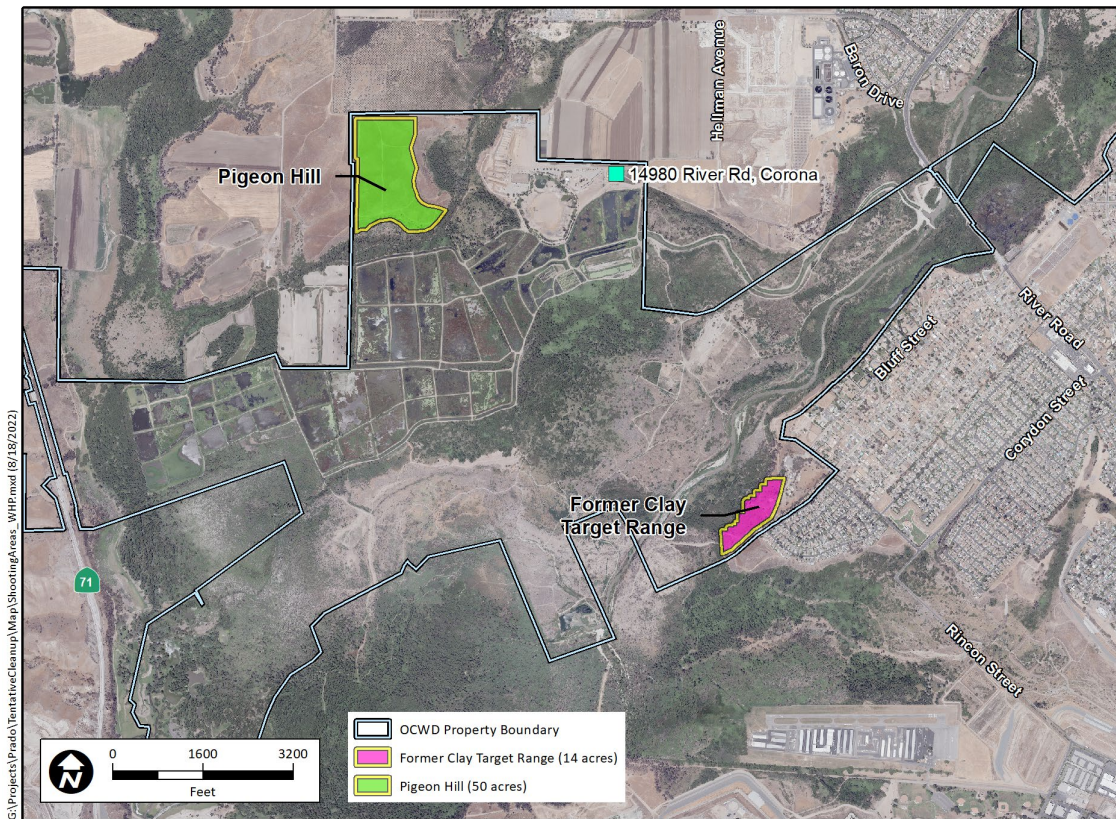
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### DISCUSSION/ANALYSIS

The Remedial Investigation / Feasibility Study (RI/FS) for the former shooting areas in Prado Basin was completed in April 2022, and approved by DTSC. In June 2022, the Board identified waste consolidation in a Corrective Action Management Unit (CAMU) at the Pigeon Hill site with remediation that would allow unrestricted land use at the Former Clay Target Range site as the tentatively identified preferred remedy for the former Prado Shooting areas.

Figure 1 shows the locations of the former shooting areas addressed by the remedy identified in the RI/FS.

**Figure 1**  
**Location Map for Pigeon Hill and Former Clay Target Range Sites**



In late 2022, upon seeing the route proposed to haul contaminated material from Former Clay Target Range (FCTR) to Pigeon Hill, which would include some transportation off OCWD property, DTSC notified District staff that the identified preferred remedy may not be permissible under the CAMU regulations.

In the subsequent months, OCWD and DTSC staff and legal counsel evaluated modifications to the haul route that would allow for DTSC to authorize the tentatively identified preferred remedy.

In May of 2023, DTSC informed OCWD that the preferred remedy does not meet the requirements of the CAMU regulations regardless of haul route because the contaminated areas are not contiguous. OCWD disagreed with this determination. In response, the Board directed OCWD legal counsel to submit a letter to Dr. Meredith William, the Executive Director of DTSC. The letter, which was sent in July 2023, conveyed a position that DTSC improperly interpreted the relevant regulations and requests DTSC reconsider their determination.

Recently staff and legal counsel from OCWD and DTSC met to discuss a mutually agreeable path forward. Discussions were highly productive with DTSC ultimately determining that consolidation of material in a single CAMU at Pigeon Hill is permissible.

under the regulations. During this meeting DTSC informed OCWD of regulation and environmental considerations that apply to the haul route between the two locations.

OCWD and our consultant AECOM will begin restarting work on the Remedial Action Plan and associated CEQA documentation. OCWD will be working closely with DTSC through this process to ensure that all aspects of the project are designed in compliance with DTSC regulations and that the project achieves OCWD remediation goals.

## **PRIOR RELEVANT BOARD ACTIONS**

9/7/2022,R22-9-123 - 1) Authorize the General Manager to negotiate and execute Amendment No. 1 to the District's agreement with the Department of Toxic Substances Control Authorize to update the scope of work for preparation of the Remedial Action Plan, DTSC's Community Participation process, and revise the boundaries of the site; Authorize preparation of a Remedial Action Plan for the remediation of the Former Clay Target Range and Pigeon Hills area; and Approve and authorize execution of Amendment No. 7 to Agreement No. 1321 with AECOM to prepare a Remedial Action Plan for the Former Clay Target Range and Pigeon Hill area for an amount not to exceed \$155,048

6/1/2022, R22-6-67 - 1) Identify Alternative 4 (waste consolidation at Pigeon Hill site) with Land Use Scenario C (unrestricted land use at entire Former Clay Target Range site) as the tentatively identified preferred remedy, subject to completion of environmental documentation; and 2) Approve and authorize execution of Amendment No. 6 to Agreement No. 1321 with AECOM to prepare an Initial Study/Mitigated Negative Declaration for the former Prado shooting areas Pigeon Hill and Former Clay Target Range for an amount not to exceed \$94,128

9/15/2021, R21-9-143 - Approve and authorize execution of Amendment No. 5 to Agreement No. 1321 with AECOM to prepare an updated RI/FS for the former Prado shooting areas for an amount not to exceed \$87,998.

12/16/2020, R20-12-165 - Authorize approval of Amendment No.4 to Agreement No. 1321 with AECOM to conduct additional field sampling for an amount not to exceed \$74,411; authorize reimbursement for Department of Toxic Substances Control oversight expenses for the period from July 1, 2020 to June 30, 2021 for an amount not to exceed \$62,752

5/6/2020, R20-5-55 - Approving Amendment No. 3 to Agreement No. 1321 with AECOM to support a Supplemental Remedial Investigation, Focused Remedial Investigation/Feasibility Study and Remedial Action Plan for the Prado Shooting Areas for an amount not to exceed \$215,937.

9/18/19, M19-122 - Authorize \$67,068 additional funding for finalization of the risk assessment and waste consolidation plan at the Prado Shooting Range to be paid as follows: DTSC \$42,268 and AECOM \$24,800.

10/7/2015, R15-10-141 - Authorize the General Manager to finalize negotiations and execute an Agreement with AECOM Technical Services Inc. for an amount not to exceed \$222,938 for a focused remedial investigation and feasibility study of the Prado shooting areas

7/1/15, M15-104 - Authorize issuance of a revised Request for Proposals for a Focused Remedial Investigation & Feasibility Study of the Prado Shooting Areas (to include a 20-year and 30-year study period).

02/04/15, M15-22, Authorizing Board President to appoint Property ad hoc Committee to review issues related to Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises.