

AGENDA
PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
18700 Ward Street, Fountain Valley CA 92708
Friday, June 28, 2024, 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 **July 17, 2024**, 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
1037 Sherwood Lane, Santa Ana
2630 East Vista Point Drive, Orange
806 E. Thompson Blvd., Ventura
601 N. Ross Street, Santa Ana

* 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 MAY 17, 2024

RECOMMENDATION: Approve minutes as presented

2. AMENDMENT FIVE TO ACCESS PERMIT WITH THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

RECOMMENDATION: Agendize for July 17 Board meeting: Approve and authorize execution of Amendment Five to Access Permit with Water Replenishment District of Southern California, extending the permit expiration date to August 31, 2029, for access to five OCWD-owned monitoring wells, OCWD-34L10, OCWD-34N21, OCWD-34U8, OCWD-34F10 and OCWD-34H25 to satisfy regulatory monitoring requirements

MATTER FOR CONSIDERATION

3. LICENSE AGREEMENT WEST OF HIGHWAY 71/PRADO BASIN

RECOMMENDATION: Agendize for July 17 Board meeting: Approve and authorize execution of License Agreements with Andre Bello, Albert Bello and Tony Bello; and Scott Donley, Steve Bull and Tim West for access across District's Property, located west of Highway 71, for a five-year period, each to remit a License Fee of \$1,148

INFORMATIONAL ITEM

4. STATUS UPDATE ON THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE JULY 17 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
Erik Weigand - 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

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, 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. 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
May 17, 2024 @ 12:00 p.m.

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

Committee

Steve Sheldon (attended as member of the public)
Natalie Meeks (attended as member of the public)
Denis Bilodeau
Bruce Whitaker
Roger Yoh

OCWD Staff

John Kennedy, General Manager
Bruce Dosier, Director of IS/Property Management
Jeremy Jungreis, General Counsel
Daniel Park, Property Manager
Dave Mark, Principal Hydrogeologist
Leticia Villarreal, Asst. District Secretary

Alternates

Valerie Amezcua
Dina Nguyen (absent)
Van Tran (absent)
Erik Weigand (absent)
Cathy Green

CONSENT CALENDAR (ITEM NO. 1)

The Consent Calendar was approved upon motion by Director Whitaker, seconded by Director Yoh, and carried [5-0] as follows:

Ayes: Bilodeau, Whitaker, Yoh, Amezcua, Green

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held April 26, 2024 were approved as presented.

MATTER FOR CONSIDERATION

2. California Department of Transportation (CALTRANS) Property at Burriss Basin and NSM GOLF, INC. D.B.A. The Islands Golf Center Leasehold

Director of IS/Property Management Bruce Dosier recalled Caltrans proposed a 3-year Directly Negotiated Lease Agreement in June 2023 and the Board authorized the General Manager to negotiate and execute the Lease with Caltrans. He reported that Caltrans recently revised its leasing program due to a fire under the Interstate 10 freeway in Los Angeles. He stated that staff was advised that Caltrans would only issue a lease with a one-year term as opposed to a 3-year lease and subleases would be independently reviewed and approved by Caltrans. Property Manager Daniel Park reviewed the process with the Committee and advised that NSM Golf has been advised on the new sublease requirements.

Upon motion by Director Green, seconded by Director Amezcua and carried [5-0], the Committee recommended that the Board at its June 5 Board meeting: 1) Authorize General Manager to negotiate and execute a one-year lease agreement with Caltrans at a monthly rent of \$1,141 and remit all applicable lease review fees, not to exceed \$2,500; 2) Authorize General Manager to negotiate and execute amendment six with NSM Golf to comply with the application requirements for a sublease policy exception; and 3) Authorize staff to apply for

the policy exception to sublease Caltrans property and remit all applicable processing fees, not to exceed \$2,500.

Ayes: Bilodeau, Whitaker, Yoh, Amezcua, Green

INFORMATIONAL ITEM

3. Status Update Regarding the District's Imperial Highway Property

Mr. Dosier stated that staff met with Caltrans two months ago with options for accessing the Imperial Highway property with intersection and roundabout options and Caltrans did not favor any of the suggestions. He mentioned discussion with consultant Adams Streeter who also reviewed the suggestions, and it was his advisement that he did not think Caltrans would agree with these designs. Mr. Dosier informed the Committee that he directed Adams Streeter to finalize the draft of the Site Development analysis and after reviewing will present it to the Committee for further direction.

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE JUNE 5 BOARD MEETING

It was agreed to place Item No. 2 on the on the Consent Calendar at the June 5 Board meeting.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:21 p.m.

Denis Bilodeau, Director

AGENDA ITEM SUBMITTAL

Meeting Date: June 28, 2024

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/ D. Park/
G.Yoshiba

Budgeted: N/A

Budgeted Amount: N/A

Cost Estimate: N/A

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 FIVE TO ACCESS PERMIT WITH THE WATER
REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

SUMMARY

On August 18, 1999, OCWD issued a permit to the Water Replenishment District of Southern California (WRD) to access OCWD-owned monitoring wells in the Seal Beach area for the purpose of collecting and analyzing water samples to fulfill a regulatory monitoring requirement related to the Alamitos Barrier Recycled Water Project. With an expiration date of August 31, 2024, WRD has requested an additional five-year extension of the Permit with a new expiration date of August 31, 2029. This extension request also includes adding OCWD-owned wells (OCWD-34F10 and OCWD-34H25) to the monitoring network for a total of five sites under the proposed amendment.

Attachment(s):

- Amendment Five to Access Permit
- Water Replenishment District letter dated June 18, 2024

RECOMMENDATION

Agendize for July 17 Board meeting: Approve and authorize execution of Amendment Five to Access Permit with Water Replenishment District of Southern California, extending the permit expiration date to August 31, 2029 for access to five OCWD-owned monitoring wells, OCWD-34L10, OCWD-34N21, OCWD-34U8, OCWD-34F10 and OCWD-34H25 to satisfy regulatory monitoring requirements.

DISCUSSION/ANALYSIS

Since 2005, the Alamitos Barrier has received recycled water to augment its water supply for injection under the Alamitos Barrier Recycled Water Project to prevent seawater intrusion from migrating into deeper water-producing aquifers of the Los Angeles Central Basin and the Orange County Groundwater Basin. Utilizing recycled water generated from the Leo J. Vander Lans Water Treatment Facility for injection at the Alamitos Barrier reduces the volume of purchased imported water while providing a reliable local high-quality water source.

WRD is permitted to inject recycled water under the Los Angeles Regional Water Quality Control Board (LARWQCB) regulatory oversight which requires WRD to monitor groundwater quality downgradient of the barrier. WRD is required to collect groundwater samples for water quality analysis from two hydraulically downgradient OCWD-owned monitoring wells OCWD-34N21 and OCWD-34L10 (formerly designated as OCWD-2AI and OCWD-5CBAI, respectively). On August 18, 1999, OCWD entered into a five-year agreement with WRD, to permit access to the two OCWD-owned monitoring wells (Permit). In subsequent amendments, the Board approved four (4) five-year access permit extensions, with the current Permit expiring on August 31, 2024. The second amendment to the Permit also included adding monitoring well No. OCWD-34U8 to supplement the well monitoring network.

With the current Permit set to expire this year, OCWD has received a request from WRD for continued access to the three monitoring wells in addition to supplementing the well monitoring network to include OCWD-owned wells OCWD-34F10 and OCWD-34H25, bringing the total well access to five sites. Monitoring these wells is necessary for WRD’s recycled water permit with LARWQCB for the Alamitos Seawater Barrier. OCWD receives a copy of the water quality test reports.

The principle terms and conditions of the current and proposed Access Permit are summarized below:

Terms & Conditions	Current Terms	Proposed Terms
Term:	Expires August 31, 2024	Expires August 31, 2029
Permit Fee:	No Fee – District receives recycled water and water quality reports from WRD	No Change
Use:	WRD to access District-owned groundwater monitoring wells for the purpose of collecting water samples for water quality analysis.	No Change
Insurance:	<p>Worker’s Compensation and Employer’s Liability – As required by law.</p> <p>Commercial General Liability Insurance – Combined single limit of \$2,000,000 per occurrence for Bodily Injury or Death and Property Damage</p> <p>Comprehensive Automobile Liability Insurance – including owned, non-owned and hired automobiles, providing the following minimum limits: Combined single limit of \$2,000,000 per occurrence for Bodily Injury or Death and Property Damage.</p>	No Change

Staff proposes that the above terms and conditions remain unchanged. Staff recommends that the Board approve and authorize execution of Amendment Five to Access Permit with WRD for access to OCWD-owned monitoring well nos. OCWD-34N21, OCWD-34L10, OCWD-34U8, OCWD-34F10 and OCWD-34H25 as part of the Alamitos Barrier Recycled Water Project with an expiration date of August 31, 2029.

PRIOR RELEVANT BOARD ACTION(S)

09/18/2019, R19-9-132, Approve and authorize execution of Amendment Four to Access Permit with Water Replenishment District of Southern California, extending the permit expiration date to August 31, 2024 for access to three OCWD-owned monitoring wells, OCWD-34L10, OCWD-34N21, OCWD-U8, to satisfy regulatory monitoring requirements

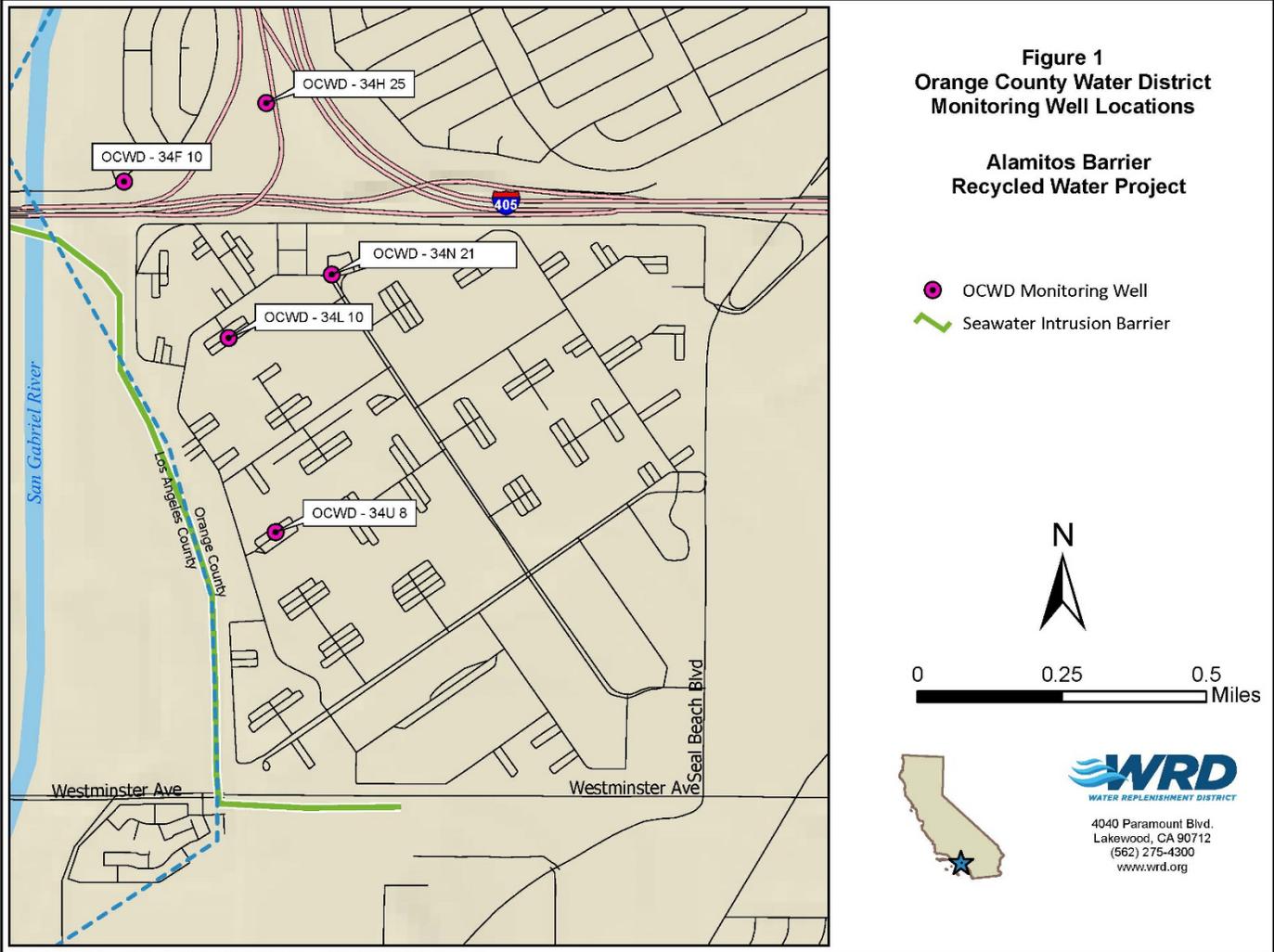
08/6/2014, R14-8-106, Approve and authorize execution of Amendment Three to Access Permit with Water Replenishment District of Southern California, extending the permit expiration date to August 31, 2019 for access to three OCWD-owned monitoring wells, OCWD-34L10, OCWD-34N21, OCWD-U8, to satisfy regulatory monitoring requirements

05/27/2009, R09-5-88, Approve and authorize execution of Amendment Two to Access Permit with Water Replenishment District of Southern California, extending the permit expiration date to August 31, 2014 for access to three OCWD-owned monitoring wells, OCWD-34L10, OCWD-34N21, OCWD-U8, to satisfy regulatory monitoring requirements

03/16/2005, R05-3-20, Approve Amendment One to the Access Permit with Water Replenishment District of Southern California (WRDSC) extending lease to the Access Permit (adopted August 9, 1999--Resolution No. 99-8-102) extending permit to August 31, 2009 to collect water samples at OCWD Monitoring Well Nos. OCWD-2AI and OCWD-5CBAI in the Seal Beach area to satisfy the monitoring requirements of the WRDSC Alamitos Barrier Recycled Water Project.

08/18/1999, R99-8-102, Permit to allow the Water Replenishment District of Southern California to access two OCWD monitoring wells in Seal Beach to collect water samples to satisfy the requirements of WRDSC's Alamitos Barrier Recycled Water Project.

LOCATION MAP



Date: 8/14/2024 | Folder: U:\Projects\001000_LJVL Water Treatment Facility\53_GIS\000_LJVL_WTF1

AMENDMENT FIVE TO ACCESS PERMIT

THIS AMENDMENT (hereinafter, the "Amendment") is made and entered into as of July 17, 2024, by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California (hereinafter, the "District") and **WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**, an agency corporate and politic (hereinafter, the "Permittee").

RECITALS

WHEREAS, on August 18, 1999, the District and Permittee entered into an Access Permit (hereinafter, the "Permit") to allow the Permittee access to two District groundwater monitoring wells in Leisure World Seal Beach area identified as OCWD-2AI (34N21) and OCWD-5CBAI (34L10) now identified as OCWD-34N21 and OCWD-34L10, respectively, to collect groundwater samples to satisfy monitoring requirements of Permittee's Alamitos Barrier Recycled Water Project. The Permit was for a five-year period with an Expiration Date of August 31, 2004;

WHEREAS, on March 2, 2005, District and Permittee entered into Amendment One to Access Permit to extend the Permit for an additional five-year period to a new Expiration Date of August 31, 2009;

WHEREAS, on May 27, 2009 the District and Permittee entered into Amendment Two to Access Permit to extend the Permit for an additional five-year period to a new expiration date of August 31, 2014 and that groundwater monitoring well OCWD-34U8 be added to the Premises;

WHEREAS, on August 6, 2014 the District and Permittee entered into Amendment Three to Access Permit to extend the Permit for an additional five-year period to a new expiration date of August 31, 2019; and

WHEREAS, on September 18, 2019 the District and Permittee entered into Amendment Four to Access Permit to extend the Permit for an additional five-year period to a new expiration date of August 31, 2024; and

WHEREAS, Permittee has requested that the District extend the Expiration Date of the Access Permit for an additional five-year period to August 31, 2029 and that groundwater monitoring wells OCWD-34F10 and OCWD-34H25 be added to the Premises with all of the terms, covenants, and conditions of the Permit, as amended, to remain the same.

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. Permit Section One (Term), Paragraph 1.1 (Term of Permit) is hereby amended to extend the Expiration Date to August 31, 2029.

2. Permit is hereby amended to replace Figure "1", which Figure is attached hereto and made a part hereof and more particularly depicts the Premises consisting of groundwater monitoring wells OCWD-34N21, OCWD-34L10, OCWD-34U8, OCWD-34F10, and OCWD-34H25.

3. Each and every other term, covenant and condition of the Access Permit, as amended, not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written hereinabove.

"DISTRICT"

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

APPROVED AS TO FORM:

By:

Cathy Green, President

By: _____
General Counsel, Orange
County Water District

By:

John Kennedy, General Manager

“PERMITTEE”

WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA,
an agency corporate and politic

By: _____

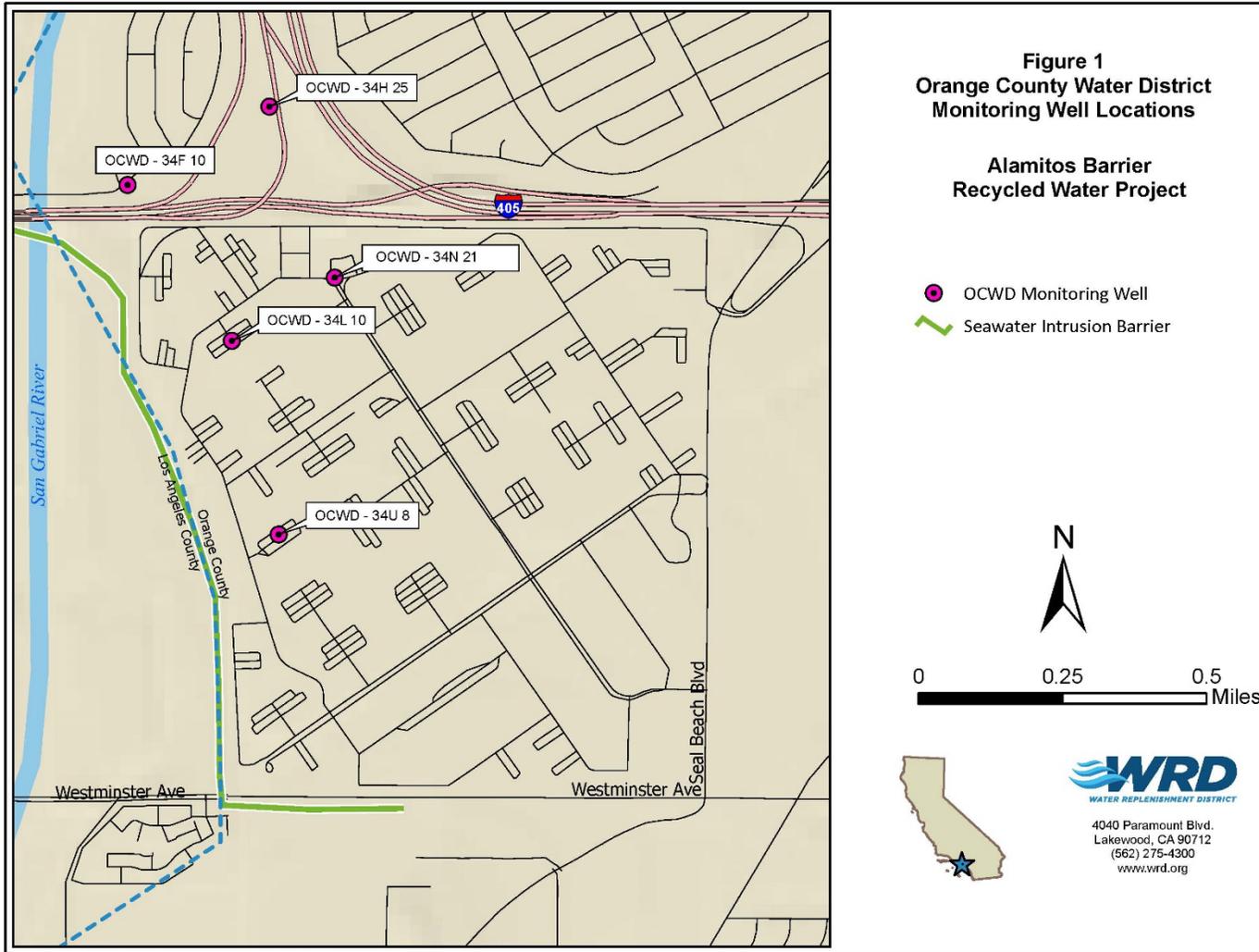
Title: _____

By: _____

Title: _____

AMEND5 WRD (6/10/24)

FIGURE 1





DIRECTORS
JOY LANGFORD, PRESIDENT
ROB KATHERMAN, VICE PRESIDENT
VERA ROBLES DEWITT, SECRETARY
SERGIO CALDERON, TREASURER
JOHN D. S. ALLEN, DIRECTOR

STEPHAN TUCKER, P.E., GENERAL MANAGER

June 18, 2024

Orange County Water District - Sent via Email
PO Box 8300
Fountain Valley, CA 92728
(714) 378-3205

Attention: Gary Yoshiba

Re: **Extension of Access Permit for Wells OCWD-34N21, OCWD-34L10, and OCWD-34U8**

Dear Mr. Yoshiba,

The Water Replenishment District of Southern California (WRD) currently monitors groundwater quality in several observation wells owned by the Orange County Water District (OCWD) adjacent to and downgradient of the Alamitos Seawater Intrusion Barrier (Barrier). WRD monitors groundwater conditions in the vicinity of the Barrier to satisfy Los Angeles Regional Water Quality Control Board (LARWQCB) monitoring requirements for our Alamitos Barrier Recycled Water Project (ABRWP). Three of the well nests (OCWD-34N21, OCWD-34L10, and OCWD-34U8) that WRD monitors for the ABRWP are in the Leisure World complex in Seal Beach, California. Access to OCWD-34N21 and OCWD-34L10 was initially granted to WRD by OCWD in an Access Permit whose term covered the period from August 18, 1999, through August 31, 2004; this permit was later extended to allow WRD access to the wells through August 31, 2009 (Amendment 1). In 2009, WRD was granted an additional five-year extension as well as a revision to the permit to allow access to the well nest at OCWD-34U8 (Amendment 2). In 2014, WRD was granted another five-year extension for these 3 well nests (Amendment 3). In 2019, WRD was granted another five-year extension for these 3 well nests (Amendment 4); this most recent extension is due to expire on August 31, 2024. The purpose of this letter is to request an additional extension to the Permit to allow WRD access to wells **OCWD-34N21, OCWD-34L10, and OCWD-34U8** for another five-year period. In addition, as part of the ongoing ABRWP tracer study, WRD is requesting access to wells **OCWD-34F10** and **OCWD-34H25** to monitor the added tracer utilized in the *2024 Barrier Tracer Study*. WRD's current Access Permit including extension Amendments 1, 2, 3, and 4 is attached to this document. Also attached is **Figure 1**, which shows the locations of the three nested monitoring wells associated with the Permit and the two nested monitoring wells associated with the Barrier Tracer Study.

As has been the case in the past, WRD's monitoring activities will include periodic measurement of groundwater elevations, as well as monthly and/or quarterly well purging and groundwater sampling. It is anticipated that at some point in the future, equipment such as transducers/data loggers may be installed in the wells to enhance our understanding of groundwater conditions in the area. As has been the case, WRD will conduct its monitoring activities in compliance with OCWD requirements as specified in the Access Permit. Please feel free to contact me or Benny Chong if you have any questions, or require additional information or documentation.

Sincerely Yours,



Everett Ferguson Jr., PG, CHG
Senior Hydrogeologist
Water Replenishment District
4040 Paramount Boulevard
Lakewood, California 90712
(562) 275-4241

Attachments:

Figure 1

Access Permit (1999) with Amendments (2004, 2009, 2014, & 2019) for OCWD Monitoring Wells

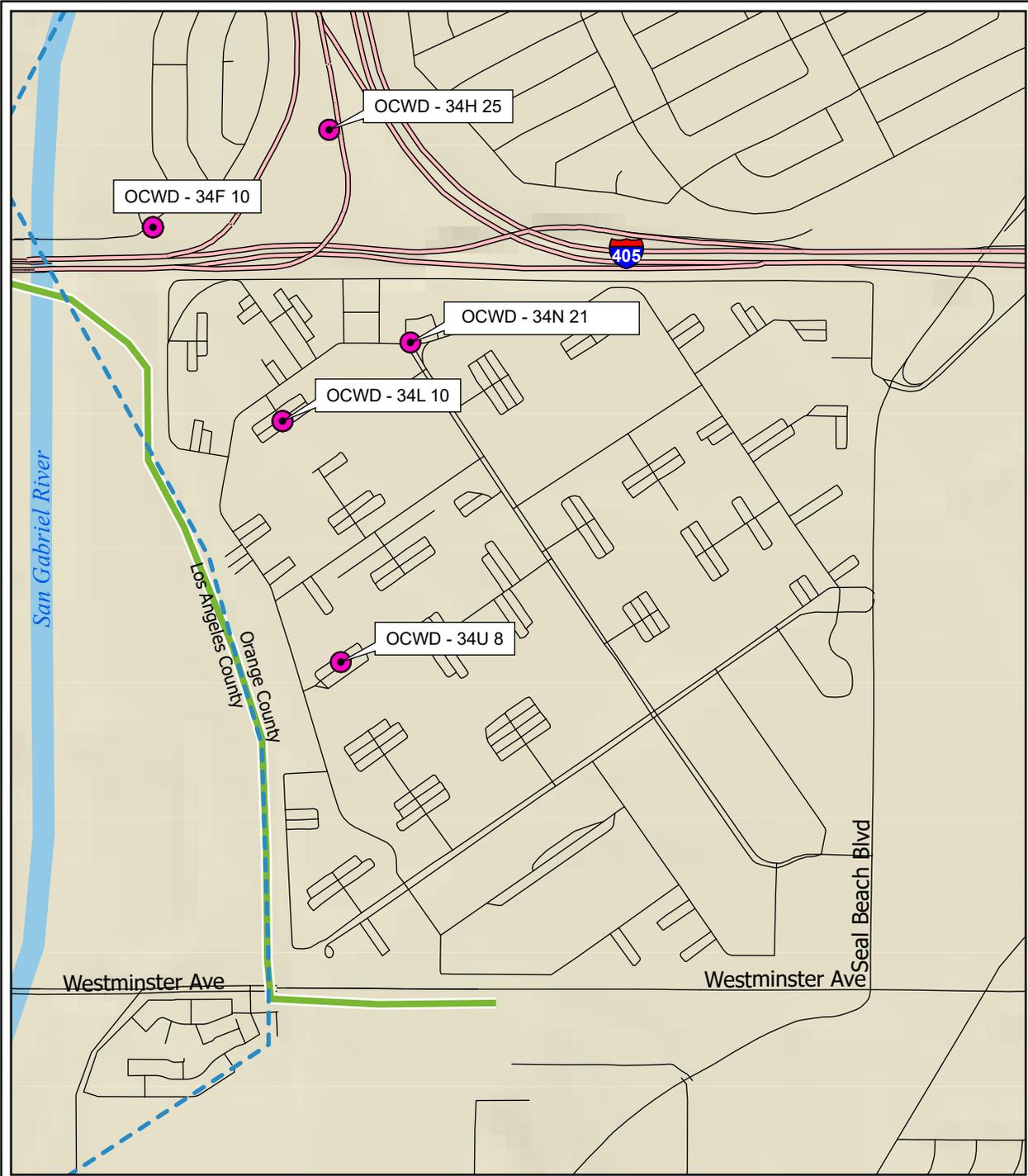
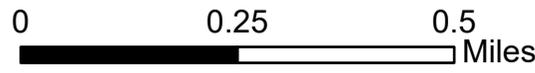


Figure 1
Orange County Water District
Monitoring Well Locations

Alamitos Barrier
Recycled Water Project

-  OCWD Monitoring Well
-  Seawater Intrusion Barrier



4040 Paramount Blvd.
 Lakewood, CA 90712
 (562) 275-4300
 www.wrd.org

AGENDA ITEM SUBMITTAL

Meeting Date: June 28, 2024

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A

Budget Amount: N/A

Revenue Estimate: \$2,296 (\$1,148 per)

Funding Source: N/A

Program/Line Item No. N/A

General Counsel Approval: Yes

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

SUBJECT: LICENSE AGREEMENT WEST OF HIGHWAY 71/PRADO BASIN

SUMMARY

The District owns property located west of Highway 71 (Corona Expressway), approximately 2 miles north of the 91 Freeway in unincorporated Riverside County (APN 101-050-010). Neighboring property owners, Mr. Andre Bello and Mr. Scott Donley have requested a License Agreement to use the District's road through the entry gate on Highway 71, allowing access to their landlocked properties. Both parties have requested a 5-year term for the agreement.

Attachment(s):

- License Agreement with Mr. Andre Bello
- License Agreement with Mr. Scott Donley

RECOMMENDATION

Agendize for July 17 Board meeting: Approve and authorize execution of License Agreements with Andre Bello, Albert Bello and Tony Bello; and Scott Donley, Steve Bull and Tim West for access across District's Property, located west of Highway 71, for a five-year period, each to remit a License Fee of \$1,148.

DISCUSSION/ANALYSIS

On June 19, 1985, the Board, per Resolution No. 85-6-70, authorized the issuance of permits to allow access across the District's West of Highway 71 property. These permits were granted to address the access needs of adjacent landowners whose properties were landlocked, ensuring control access through the Highway 71 gate, acknowledgement of District ownership and to prevent future claims of access rights over District land. Additionally, the Permittees were required to indemnify the District against claims, maintain the security of the gate, report trespassing incidents and gate issues to Property Management, and help control access through the gate.

Subsequently, on July 18, 2012, the District entered into new License Agreements with Andre Bello, Albert Bello, and Tony Bello, valid for five years, allowing access across District property to their adjacent landlocked parcel (APN 101-040-001). This agreement was

renewed on June 7, 2017, extending the term to June 30, 2022. Following the expiration of these agreements due to inability to contact the licensees, Mr. Andre Bello recently approached District staff to request a new five-year license agreement.

Additionally, Mr. Scott Donley, President of Aris Helicopters, has acquired neighboring properties for storing helicopter parts and has requested access to the District's road to reach his landlocked parcels (APNs 1057-271-02 and 1057-271-04). Mr. Donley has requested access for himself and members of his staff, Mr. Steve Bull and Mr. Tim West. District staff has advised that heavy equipment is strictly prohibited on the road.

In June 2022, the Board authorized a 5-year License Agreement renewal with Robert and Debra Peterson, granting access to their landlocked property (APN 1033-151-24). As such, staff has no objection to issuing license agreements to Mr. Bello and Mr. Conley, along with their staff, for the requested five-year term, with a license fee set at \$1,148. Since all license agreements exceeding six months require Board approval, staff is bringing the License Agreements to the Committee for consideration and approval.

PRIOR RELEVANT BOARD ACTION

6/15/2022, R22-6-69, Authorizing execution of Amendment One to License Agreement with Robert and Debra Peterson for access across District property west of Highway 71 at Prado Basin

6/7/2017, R17-6-83, Approving License Agreements with Andre Bello, Albert Bello, Tony Bello, Dan DeBusschere and Robert K. and Debra Peterson approved for a five-year period ending June 30, 2022, with a license fee of \$1,148 that permits ingress and egress over and across the West of Highway 71 property in Prado Basin

7/18/12, R12-7-80, License Agreements with Andre Bello, Albert Bello, Tony Bello, Dan DeBusschere and Robert K. and Debra Peterson approved for a five-year period ending June 30, 2017, with a license fee of \$550 that permits ingress and egress over and across the West of Highway 71 property in Prado Basin;

6/6/12, M12-88, Direct staff to restructure the Prado Basin Key Access License Agreement with Andre Bello, and to provide 30-day extensions to the current Key Access License Agreements with Dan DeBusschere; Andre Bello, Albert Bello, and Tony Bello; and Robert K. and Debra Peterson;

2/15/12, M12-00, Termination of Prado Key Access License Agreements program and direct staff to send a 30 days Notice of Termination to all Prado Key Access Licensees;

9/7/11, M11-143, Direct staff to transmit letters to the Prado West of Highway 71 Access Road and Gate Licensees suspected of violating the terms of their License Agreement advising that the District intends to take action to protect itself against trespassing, and requesting that the Licensee appear before the Property Management Committee to discuss the issue;

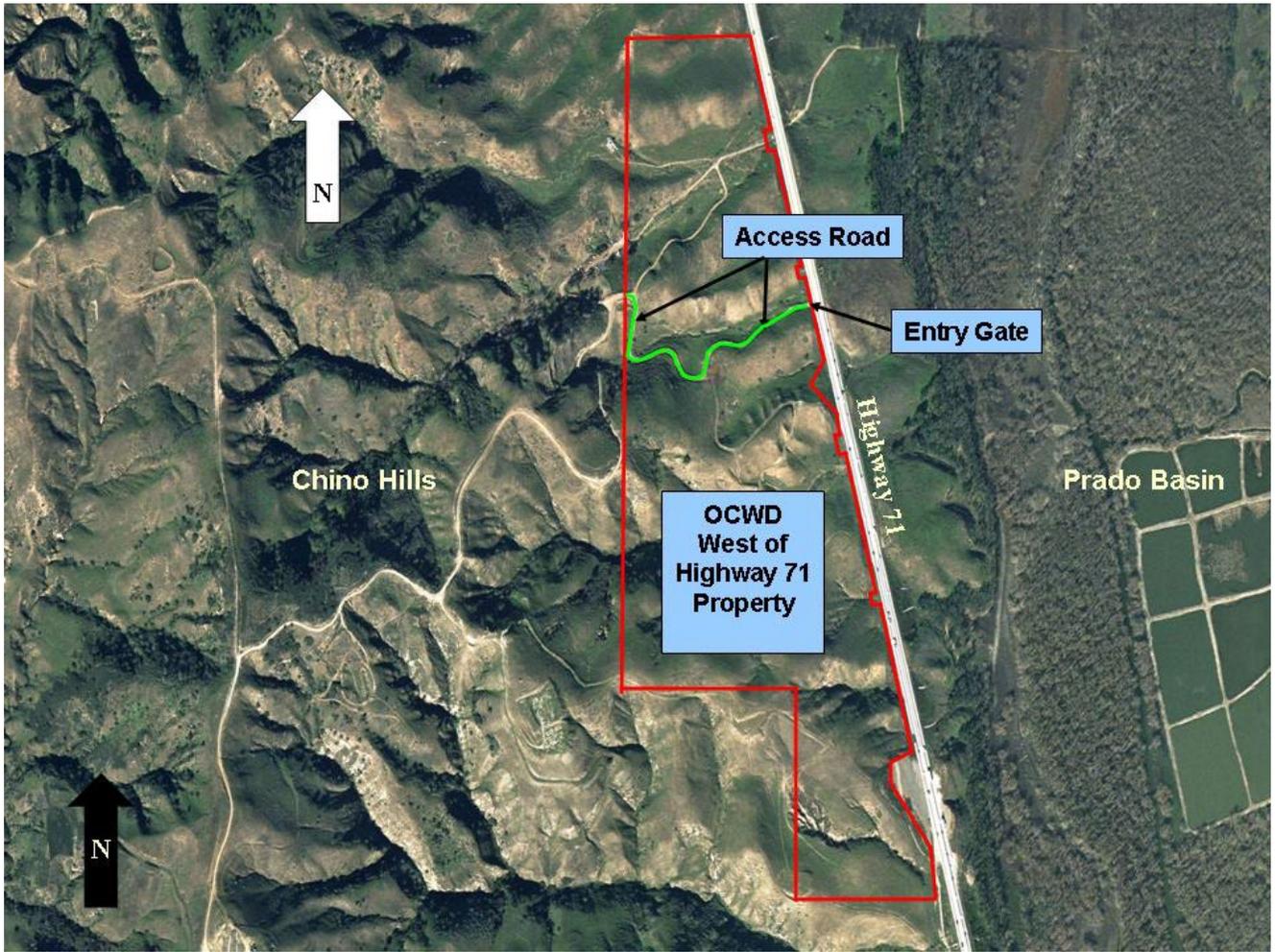
6/2/10, R10-6-85, Approving Prado Key Access License Agreements – West of Highway 71 at Prado Basin;

R92-12-213, 12/16/92, Determining necessity for charge of fee for issuance of Right-of-Entry Permits (Licenses) and adopting fee Schedule;

6/19/85, R85-6-70, Approving and authorizing execution and issuance of permits for access over District Prado property.

Location Map

LICENSE AGREEMENTS WEST OF HIGHWAY 71/PRADO BASIN



LICENSE AGREEMENT

(West of Highway 71 Property)

This License Agreement (“License”) is made and entered into as of June 17, 2024 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended (“OCWD”), and **ANDRE BELLO, ALBERT BELLO, AND TONY BELLO** (collectively “Licensee”).

PART I

FUNDAMENTAL LICENSE TERMS

1.1 License: OCWD hereby issues to Licensee a License to enter upon the following real property owned by OCWD, for the purpose or activity specified in Paragraph 1.1.2:

1.1.1 Licensed Property: Entry gate and access road located on the West of Highway 71 property at Prado Basin, as shown on the map included as Part IV attached hereto and incorporated herein by this reference (“Premises”).

1.1.2. Use of Premises: For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the following purpose(s) or activity(ies): allow ingress and egress across OCWD property to the property as described below (“Licensee Property”). The movement of heavy equipment over or across the Premises is expressly prohibited. Licensee must personally escort all invitees of Licensee across the Premises. The Licensee Property is identified as County of San Bernardino Assessor Parcel No. 101-040-001.

1.2 Term: This License shall commence on **July 17, 2024** (“Commencement Date”) and shall continue to and terminate at 11:59 p.m. local time on **July 17, 2029** (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both OCWD and the Licensee. Notwithstanding the foregoing or any other provision of this License, either OCWD’s General Manager or his designee or Licensee may in his or her sole and absolute discretion terminate this License with or without cause, or for any reason, at any time, by giving the other party a thirty (30) days written notice of termination.

BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW OCWD TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

1.3 License Consideration: As consideration for the issuance of this License, Licensee shall pay to OCWD the sum of **ONE THOUSAND ONE HUNDRED FORTY-EIGHT**

DOLLARS \$1,148.00), as one lump sum payment (“License Fee”) in accordance with Part II (General Provisions).

1.4 Notices and Payments: All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Part II (“General Provisions”), to OCWD at the address set forth in Part II, and to Licensee at the address set forth in this Part I.

1.5 Attachments: This License incorporates by reference the following Attachments to this License:

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Map of the Premises

1.6 Integration: This License represents the entire understanding of OCWD and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p>ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended</p> <p>By: _____ Cathy Green, President</p> <p>By: _____ John Kennedy, General Manager</p> <p>APPROVED AS TO FORM: RUTAN & TUCKER, LLP.</p> <p>By: _____ General Counsel, Orange County Water District</p>	<p>ANDRE BELLO, ALBERT BELLO, AND TONY BELLO</p> <p>By: _____ Andre Bello</p> <p>By: _____ Albert Bello</p> <p>By: _____ Tony Bello</p>
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	<p>Licensee Information:</p> <p>Address for Notices:</p> <p>Attn:</p> <p>Telephone Number:</p> <p>Email Address:</p>
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PART II

GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1 Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "ORANGE COUNTY WATER DISTRICT," and shall personally deliver or mail all payments without any notice or demand to OCWD at the address set forth in Paragraph 2.8.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.2 No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by OCWD of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by OCWD modifying this License or a waiver of OCWD's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and OCWD shall accept all checks and payments from Licensee without prejudice to OCWD's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Payment of License Fee

2.2.1 If any payment of any License Fee or any other sum due OCWD is not received by OCWD within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to OCWD. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2 Licensee and OCWD hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that OCWD will incur by reason of Licensee's late payment.

2.2.3 Acceptance by OCWD of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

2.3.1 Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of OCWD.

2.3.1.2 Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by OCWD, to be brought upon, left, used or abandoned on the Premises.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 OCWD or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2 Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3 Permits and Approvals: Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License. No approval or consent given under this License by OCWD shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by OCWD, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to OCWD, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved in writing by OCWD.

2.4.1 Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance as required by the State of California, with Statutory Limits and employer's liability insurance with limits of the policies not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Orange County Water District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for Bodily Injury, Personal Injury or Death and Property Damage.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.1.4 Liquor Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Five Million Dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for Bodily Injury, Personal Injury or Death and Property Damage.

(b) If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD), or the general aggregate limit shall be twice the required occurrence limit.

2.4.2 Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2, 2.4.1.3, and 2.5.1.4 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to OCWD and contain the following separate endorsements:

(a) "The Orange County Water District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respect to the operations and activities of the named insured at or from the premises of the Orange County Water District. The coverage shall contain no special limitations on the scope of protection afforded to the Orange County Water District, its officers, directors, employees, representatives and volunteers."

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation, non-renewal or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Orange County Water District shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the coverage provided to the Orange County Water District, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3 Additional Insured Status: The policies of liability insurance provided for in Paragraphs 2.5.1.2, 2.5.1.3 and 2.5.1.4 shall specify that The Orange County Water District, its officers, directors, employees, representatives and volunteers shall be given insured status as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01.

2.4.4 Evidence of Coverage: Licensee shall at the time of the execution of the License present to OCWD the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with OCWD. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.5 Review of Coverage: OCWD shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of OCWD, the insurance provisions in this License do not provide adequate protection for OCWD, OCWD shall have the right to require Licensee to obtain

insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. OCWD's requirements shall not be unreasonable, but shall be adequate in the sole opinion of OCWD to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.6 Deductibles: Any and all deductibles must be declared and approved by OCWD prior to execution of this License.

2.4.7 License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with OCWD.

2.5 Indemnification

2.5.1 OCWD Not Liable: OCWD shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2 Indemnification: Irrespective of any insurance carried by Licensee for the benefit of OCWD, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify and hold OCWD, its officers, directors, employees, representatives, agents and volunteers (collectively, "OCWD Indemnitees") harmless from and against any and all actions, claims, demands, judgments, attorney's fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind in law or in equity, that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of OCWD, or any OCWD Indemnitee and/or acts for which the OCWD would be held strictly liable, but excluding the sole active negligence and willful misconduct of OCWD, or any OCWD Indemnitee. Licensee shall have the foregoing defense and indemnity obligations notwithstanding whether Licensee's liability is or can be established.

Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by OCWD or any OCWD Indemnitee. In connection therewith:

2.5.2.1 Licensee shall immediately defend and hold OCWD, and the OCWD Indemnitees harmless from any and all Claims, whether caused in whole or in part by the active or passive negligence of OCWD or any OCWD Indemnitee, and/or acts for which OCWD or any OCWD Indemnitee would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of OCWD, or any OCWD Indemnitee; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or OCWD covering any Claim, and hold and save OCWD and the OCWD Indemnitees harmless therefrom, whether such Claim was caused in whole or in part by OCWD's active or passive negligence, and/or acts for which OCWD would be held strictly liable, but excluding the sole active negligence and willful misconduct of OCWD.

2.5.2.3 In the event OCWD or any OCWD Indemnitee is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to OCWD any and all costs and expenses incurred by OCWD in any such action or proceeding, together with reasonable attorneys' fees; or, at OCWD's option, Licensee shall defend such action or proceeding by retaining counsel reasonably satisfactory to OCWD.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

2.6 Legal Relations and Responsibilities

2.6.1 Nature of Relationship: OCWD and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between OCWD and Licensee.

2.6.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and

decrees, and shall protect and indemnify, as required herein, OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3 Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of OCWD, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4 Acknowledgment of OCWD's Title: Licensee hereby acknowledges the title of OCWD in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist OCWD's title to the Premises.

2.6.5 Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify OCWD and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that OCWD shall have no responsibility therefor.

2.6.7 OCWD's Reservations

2.6.7.1 OCWD hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, water well(s), sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to OCWD. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.7.2 OCWD hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer, lease or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred, leased or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

2.6.7.3 OCWD reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the basin groundwater supply and any other work necessary to the functions or purposes of OCWD, as set forth in the Orange County Water District Act, Chapter 924 of the California Statutes of 1933, as amended, upon any portion or all of the Premises at any time. Such work may be performed without incurring any liability of any nature whatsoever to Licensee, and Licensee hereby releases OCWD from, and covenants not to sue OCWD for, any such liability. OCWD further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.8 Waiver of Claims: As a material part of the consideration to OCWD under the License, Licensee hereby waives any and all claims that it may have against OCWD during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.9 Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at OCWD's opinion, be deemed to have been abandoned and transferred to OCWD. OCWD shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and OCWD shall have no duty to account for such property. Licensee agrees to reimburse OCWD for any and all costs associated with OCWD transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11 Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by OCWD, or any of its officers, employees, agents or

representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12 No Representation or Warranty Concerning Premises: Licensee acknowledges that neither OCWD, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.13 Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should OCWD be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to OCWD its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.14 Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to OCWD hereunder do not include the cost of security guard or any other security services or measures. Licensee further acknowledges that OCWD makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that OCWD shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.15 No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than OCWD and Licensee.

2.6.16 Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.17 OCWD's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of OCWD in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.7 Maintenance and Repair of Premises

2.7.1 Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of OCWD in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of OCWD and in compliance with all applicable laws.

2.7.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, OCWD shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from OCWD, OCWD may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to OCWD within ten (10) days of Licensee's receipt of a statement of such costs from OCWD. Any such maintenance, repair or replacement by or on behalf of OCWD shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.8 Miscellaneous

2.8.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing

the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to OCWD:

If by mail: ORANGE COUNTY WATER DISTRICT
P.O. Box 8300
Fountain Valley, CA 92728-8300
Attn: Property Management
Email: property.manager@ocwd.com

If by personal delivery: ORANGE COUNTY WATER DISTRICT
18700 Ward Street
Fountain Valley, CA 92708
Attn: Property Management

If to Licensee: To such name and address set forth for Licensee in Part I of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2 Warranty of Authority: Each officer of OCWD and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3 Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4 Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5 Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both OCWD and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6 Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, OCWD, Licensee, and their respective successors and assigns.

2.8.7 Re-Entry: No entry or re-entry into the Premises by OCWD shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by OCWD to Licensee. OCWD's entry into possession of the Premises without having elected to terminate shall not prevent OCWD from making such an election and giving Licensee notice thereof.

2.8.8 Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10 Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

[END GENERAL LICENSE PROVISIONS]

PART III

SPECIAL LICENSE PROVISIONS

3.1 Additional Conditions of Use: The following are added to Paragraph 2.3.1, as additional conditions to the use of the Premises:

2.3.1.5 Entry Gate Access. Licensee shall provide OCWD's Property Manager with a lock and key for the West of Highway 71 entry gate ("Entry Gate") by delivering said lock and key to OCWD's Property Manager, who will place the lock on the Entry Gate. OCWD reserves the right to remove unidentified locks without notice.

Pipe Gate Access. Licensee shall provide OCWD's Property Manager with a lock and key for the West of Highway 71 pipe gate ("Pipe Gate") by delivering said lock and key to OCWD's Property Manager, who will place the lock on the Pipe Gate.

Licensee shall keep both gates closed and locked at all times to prevent animals from straying on to the highway and to prevent trespassing on OCWD Property.

2.3.1.6 Licensee shall report any problems with the Entry Gate and Pipe Gate, locks or suspected trespassers to the OCWD's Property Manager so that all parties may use the Premises in a safe and organized manner. Licensee shall use the keys for each gate only for the use specified in Section 1.1 (License), Paragraph 1.1.2 (Use of Premises) and Licensee shall not duplicate or give either key to any other person without the prior written approval of OCWD, which OCWD may withhold in its sole and absolute discretion.

2.3.1.7 Licensee shall not provide access to any person or entity that is not a party to this License. Licensee further agrees that no firearms, livestock, motorcycles, bees, vehicles or other property of Licensee are to be used or left on the Premises, except vehicles or motorcycles owned or leased by Licensee may pass over the Premises to access the Licensee Property. Vehicles left unattended on the Premises are considered abandoned and may be towed at the owner's expense and will be deemed a breach of this License.

2.3.1.8. OCWD's General Manager or his designee may immediately terminate this License Agreement, change or remove locks, install security gates, restrict access or take other any action as deemed appropriate by OCWD's General Manager or his designee in his or her sole and absolute discretion if any Licensee (or any invitee of Licensee) fails to comply fully and completely with each and all of the terms and conditions of this License Agreement.

BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW OCWD TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

2.3.1.9 Licensee acknowledges that the access roads on the Premises are dirt roads that are not maintained, and are intended for light traffic use only; no heavy or wide loads may access the Premises. Licensee passes over and along said access road at Licensee's own risk and hereby waives and releases any claim against, and holds OCWD harmless from any liability for personal injury or property damage that may result from Licensee or any Licensee's invitee's use of the Premises or access road as stated in this License.

2.3.1.10 Questions concerning this License or access to the Premises shall be directed to OCWD's Property Management Department by calling (714) 378-3265.

2.3.1.11 Licensee shall not alter the Premises, grade or scrape the access road, or disturb the Premises in any manner or construct or install any improvement or vegetation on the Premises, or deposit any trash or debris on the Premises.

3.2 Utilities and Services. Paragraph 2.3.2 is hereby deleted from this License so long as Licensee has no need for utility service.

3.3 Insurance. The following subparagraphs are revised as follows:

2.4.1.2 Public Liability Insurance: In lieu of this License requirement in Paragraph 2.4.1.2, Licensee may substitute Public Liability Insurance for Commercial General Liability Insurance providing coverage in the amount acceptable to OCWD's Risk Manager.

2.4.1.3 Business Automobile Liability Insurance: In lieu of the coverage requirement in Paragraph 2.4.1.3 as set forth in Part II above, Licensee shall provide the Orange County Water District with an Endorsement of Licensee's Business Automobile Liability Insurance showing the Orange County Water District, its officers, directors, employees and agents as additional insureds in respects to the Premises and the insurance coverage, in a form and coverage acceptable to OCWD's Risk Manager.

2.4.1.4 Liquor Liability Insurance: is hereby deleted in its entirety from the License.

3.4 Legal Relations and Responsibilities: The following is added to Section 2.6, as an additional condition:

2.6.18 Prior Agreements: OCWD and Licensee mutually agree that this License shall terminate and supersede any prior permit(s), licenses(s) and/or agreement(s) between the

parties hereto covering all or any portion of the Premises on and from the Commencement Date of this License.

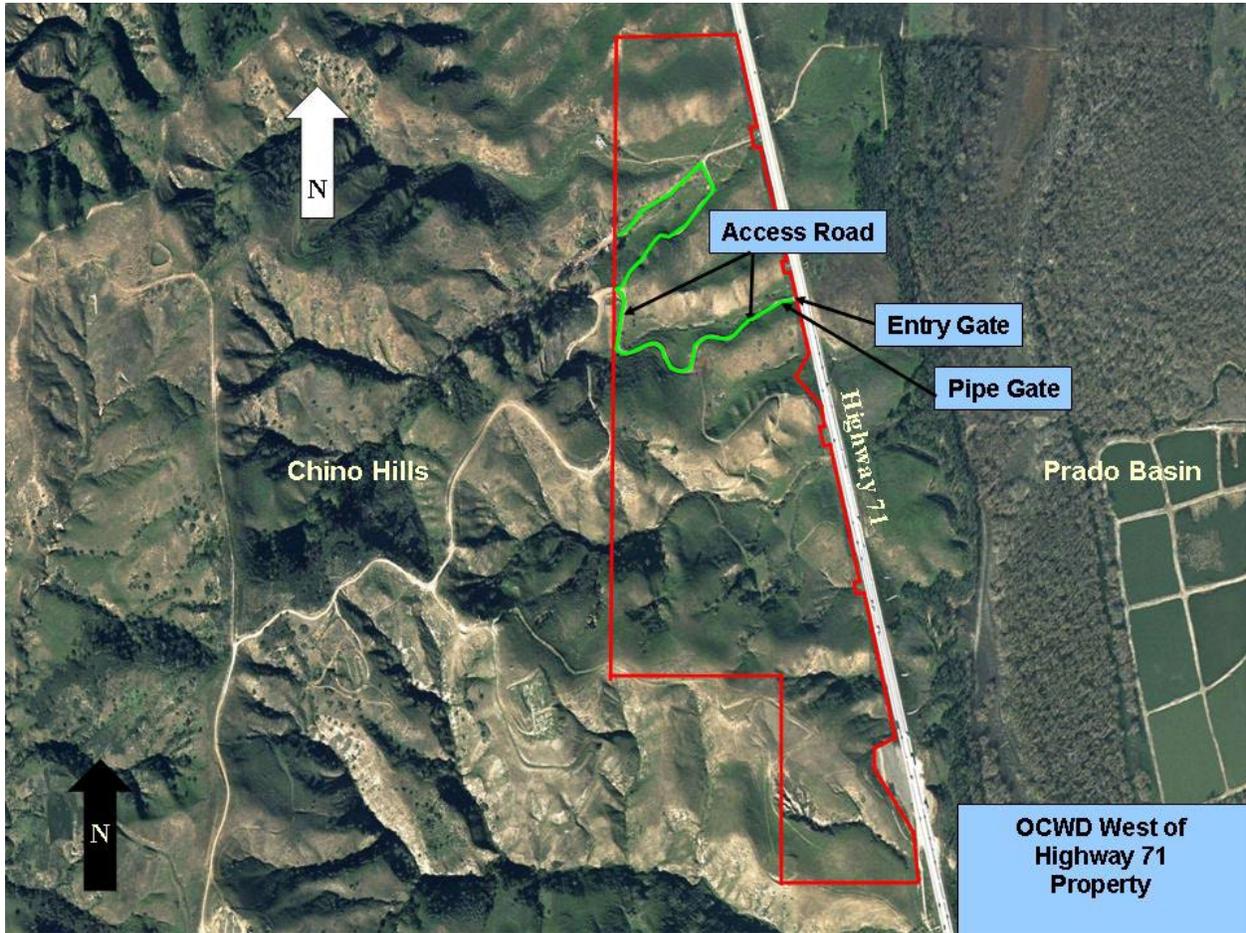
2.6.19 Easements: Licensee acknowledges that this License creates no easement or other property rights, express, implied, by necessity or prescription and Licensee, its successors and assigns agree never to claim or pursue any easement or other property rights with respect to the Premises.

3.5 Maintenance and Repair of Premises: Paragraph 2.7 (Maintenance and Repair of Premises), Subparagraphs 2.7.1 (Licensee's Obligation to Maintain Premises) and 2.7.2 (Licensee's Default of its Maintenance Duties) are hereby deleted from this License.

[END SPECIAL LICENSE PROVISIONS]

PART IV

[Map of the Premises]



LICENSE AGREEMENT
(West of Highway 71 Property)

This License Agreement (“License”) is made and entered into as of July 17, 2024 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended (“OCWD”), and **Mr. Scott Donley, Steve Bull, and Tim West** (collectively “Licensee”).

PART I

FUNDAMENTAL LICENSE TERMS

1.1 License: OCWD hereby issues to Licensee a License to enter upon the following real property owned by OCWD, for the purpose or activity specified in Paragraph 1.1.2:

1.1.1 Licensed Property: Entry gate and access road located on the West of Highway 71 property at Prado Basin, as shown on the map included as Part IV attached hereto and incorporated herein by this reference (“Premises”).

1.1.2. Use of Premises: For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the following purpose(s) or activity(ies): allow ingress and egress across OCWD property to the property as described below (“Licensee Property”). The movement of heavy equipment over or across the Premises is expressly prohibited. Licensee must personally escort all invitees of Licensee across the Premises. The Licensee Property is identified as County of San Bernardino Assessor Parcel No. 1057-271-02 and APN 1057-271-04.

1.2 Term: This License shall commence on **July 17, 2024** (“Commencement Date”) and shall continue to and terminate at 11:59 p.m. local time on **July 17, 2029** (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both OCWD and the Licensee. Notwithstanding the foregoing or any other provision of this License, either OCWD’s General Manager or his designee or Licensee may in his or her sole and absolute discretion terminate this License with or without cause, or for any reason, at any time, by giving the other party thirty (30) days written notice of termination.

BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW OCWD TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

1.3 License Consideration: As consideration for the issuance of this License, Licensee shall pay to OCWD the sum of **ONE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS \$1,148.00**, as one lump sum payment (“License Fee”) in accordance with Part II (General Provisions).

1.4 Notices and Payments: All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Part II (“General Provisions”), to OCWD at the address set forth in Part II, and to Licensee at the address set forth in this Part I.

1.5 Attachments: This License incorporates by reference the following Attachments to this License:

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Map of the Premises

1.6 Integration: This License represents the entire understanding of OCWD and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p>ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended</p> <p>By: _____ Cathy Green, President</p> <p>By: _____ John Kennedy, General Manager</p> <p>APPROVED AS TO FORM: RUTAN & TUCKER, LLP.</p> <p>By: _____ General Counsel, Orange County Water District</p>	<p>SCOTT DONLEY, STEVE BULL, AND TIM WEST</p> <p>By: _____ Scott Donley</p> <p>By: _____ Steve Bull</p> <p>By: _____ Tim West</p> <p>Licensee Information: Address for Notices: 1965 Aviation Dr. Unit F Corona, CA 92878</p>
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	Attn: Scott Donley Telephone Number: (951) 359-5016 Email Address: scott@arishelicopters.com
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PART II

GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1 Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "ORANGE COUNTY WATER DISTRICT," and shall personally deliver or mail all payments without any notice or demand to OCWD at the address set forth in Paragraph 2.8.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.2 No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by OCWD of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by OCWD modifying this License or a waiver of OCWD's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and OCWD shall accept all checks and payments from Licensee without prejudice to OCWD's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Payment of License Fee

2.2.1 If any payment of any License Fee or any other sum due OCWD is not received by OCWD within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to OCWD. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2 Licensee and OCWD hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that OCWD will incur by reason of Licensee's late payment.

2.2.3 Acceptance by OCWD of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

2.3.1 Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of OCWD.

2.3.1.2 Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by OCWD, to be brought upon, left, used or abandoned on the Premises.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 OCWD or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2 Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3 Permits and Approvals: Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License. No approval or consent given under this

License by OCWD shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by OCWD, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to OCWD, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved in writing by OCWD.

2.4.1 Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance as required by the State of California, with Statutory Limits and employer's liability insurance with limits of the policies not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Orange County Water District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for Bodily Injury, Personal Injury or Death and Property Damage.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.1.4 Liquor Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Five Million Dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for Bodily Injury, Personal Injury or Death and Property Damage.

(b) If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD), or the general aggregate limit shall be twice the required occurrence limit.

2.4.2 Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2, 2.4.1.3, and 2.5.1.4 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to OCWD and contain the following separate endorsements:

(a) "The Orange County Water District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respect to the operations and activities of the named insured at or from the premises of the Orange County Water District. The

coverage shall contain no special limitations on the scope of protection afforded to the Orange County Water District, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation, non-renewal or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Orange County Water District shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the coverage provided to the Orange County Water District, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3 Additional Insured Status: The policies of liability insurance provided for in Paragraphs 2.5.1.2, 2.5.1.3 and 2.5.1.4 shall specify that The Orange County Water District, its officers, directors, employees, representatives and volunteers shall be given insured status as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01.

2.4.4 Evidence of Coverage: Licensee shall at the time of the execution of the License present to OCWD the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with OCWD. Licensee’s insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.4.5 Review of Coverage: OCWD shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of OCWD, the insurance provisions in this License do not provide adequate protection for OCWD, OCWD shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. OCWD's requirements shall not be unreasonable, but shall be adequate in the sole opinion of OCWD to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.6 Deductibles: Any and all deductibles must be declared and approved by OCWD prior to execution of this License.

2.4.7 License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with OCWD.

2.5 Indemnification

2.5.1 OCWD Not Liable: OCWD shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2 Indemnification: Irrespective of any insurance carried by Licensee for the benefit of OCWD, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify and hold OCWD, its officers, directors, employees, representatives, agents and volunteers (collectively, "OCWD Indemnitees") harmless from and against any and all actions, claims, demands, judgments, attorney's fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind in law or in equity, that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively,

“Claims”), whether or not there is concurrent active or passive negligence on the part of OCWD, or any OCWD Indemnitee and/or acts for which the OCWD would be held strictly liable, but excluding the sole active negligence and willful misconduct of OCWD, or any OCWD Indemnitee. Licensee shall have the foregoing defense and indemnity obligations notwithstanding whether Licensee’s liability is or can be established. Licensee’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by OCWD or any OCWD Indemnitee. In connection therewith:

2.5.2.1 Licensee shall immediately defend and hold OCWD, and the OCWD Indemnitees harmless from any and all Claims, whether caused in whole or in part by the active or passive negligence of OCWD or any OCWD Indemnitee, and/or acts for which OCWD or any OCWD Indemnitee would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of OCWD, or any OCWD Indemnitee; and Licensee shall pay all expenses and costs, including attorneys’ fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or OCWD covering any Claim, and hold and save OCWD and the OCWD Indemnitees harmless therefrom, whether such Claim was caused in whole or in part by OCWD’s active or passive negligence, and/or acts for which OCWD would be held strictly liable, but excluding the sole active negligence and willful misconduct of OCWD.

2.5.2.3 In the event OCWD or any OCWD Indemnitee is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to OCWD any and all costs and expenses incurred by OCWD in any such action or proceeding, together with reasonable attorneys’ fees; or, at OCWD’s option, Licensee shall defend such action or proceeding by retaining counsel reasonably satisfactory to OCWD.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

2.6 Legal Relations and Responsibilities

2.6.1 Nature of Relationship: OCWD and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between OCWD and Licensee.

2.6.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3 Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of OCWD, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4 Acknowledgment of OCWD's Title: Licensee hereby acknowledges the title of OCWD in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist OCWD's title to the Premises.

2.6.5 Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify OCWD and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that OCWD shall have no responsibility therefor.

2.6.7 OCWD's Reservations

2.6.7.1 OCWD hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, water well(s), sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises.

In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to OCWD. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.7.2 OCWD hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer, lease or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred, leased or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

2.6.7.3 OCWD reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the basin groundwater supply and any other work necessary to the functions or purposes of OCWD, as set forth in the Orange County Water District Act, Chapter 924 of the California Statutes of 1933, as amended, upon any portion or all of the Premises at any time. Such work may be performed without incurring any liability of any nature whatsoever to Licensee, and Licensee hereby releases OCWD from, and covenants not to sue OCWD for, any such liability. OCWD further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.8 Waiver of Claims: As a material part of the consideration to OCWD under the License, Licensee hereby waives any and all claims that it may have against OCWD during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.9 Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at OCWD's opinion, be deemed to have been abandoned and transferred to OCWD. OCWD shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and OCWD shall

have no duty to account for such property. Licensee agrees to reimburse OCWD for any and all costs associated with OCWD transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11 Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by OCWD, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12 No Representation or Warranty Concerning Premises: Licensee acknowledges that neither OCWD, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.13 Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should OCWD be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to OCWD its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.14 Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to OCWD hereunder do not include the cost of security guard or any other security services or measures. Licensee further acknowledges that OCWD makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that OCWD shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.15 No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor

obligate either of the parties hereto to, any person or entity other than OCWD and Licensee.

2.6.16 Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.17 OCWD's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of OCWD in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.7 Maintenance and Repair of Premises

2.7.1 Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of OCWD in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of OCWD and in compliance with all applicable laws.

2.7.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, OCWD shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from OCWD, OCWD may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to OCWD within ten (10) days of Licensee's receipt of a statement of such costs from OCWD. Any such maintenance, repair or replacement by or on behalf of OCWD shall not be deemed to be a waiver of Licensee's default under this

License, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.8 Miscellaneous

2.8.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to OCWD:

If by mail: ORANGE COUNTY WATER DISTRICT
P.O. Box 8300
Fountain Valley, CA 92728-8300
Attn: Property Management
Email: property.manager@ocwd.com

If by personal delivery: ORANGE COUNTY WATER DISTRICT
18700 Ward Street
Fountain Valley, CA 92708
Attn: Property Management

If to Licensee: To such name and address set forth for Licensee in Part I of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2 Warranty of Authority: Each officer of OCWD and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3 Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be

taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4 Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5 Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both OCWD and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6 Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, OCWD, Licensee, and their respective successors and assigns.

2.8.7 Re-Entry: No entry or re-entry into the Premises by OCWD shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by OCWD to Licensee. OCWD's entry into possession of the Premises without having elected to terminate shall not prevent OCWD from making such an election and giving Licensee notice thereof.

2.8.8 Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10 Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

[END GENERAL LICENSE PROVISIONS]

PART III

SPECIAL LICENSE PROVISIONS

3.1 Additional Conditions of Use: The following are added to Paragraph 2.3.1, as additional conditions to the use of the Premises:

2.3.1.5 Entry Gate Access. Licensee shall provide OCWD's Property Manager with a lock and key for the West of Highway 71 entry gate ("Entry Gate") by delivering said lock and key to OCWD's Property Manager, who will place the lock on the Entry Gate. OCWD reserves the right to remove unidentified locks without notice.

Pipe Gate Access. Licensee shall provide OCWD's Property Manager with a lock and key for the West of Highway 71 pipe gate ("Pipe Gate") by delivering said lock and key to OCWD's Property Manager, who will place the lock on the Pipe Gate.

Licensee shall keep both gates closed and locked at all times to prevent animals from straying on to the highway and to prevent trespassing on OCWD Property.

2.3.1.6 Licensee shall report any problems with the Entry Gate and Pipe Gate, locks or suspected trespassers to the OCWD's Property Manager so that all parties may use the Premises in a safe and organized manner. Licensee shall use the keys for each gate only for the use specified in Section 1.1 (License), Paragraph 1.1.2 (Use of Premises) and Licensee shall not duplicate or give either key to any other person without the prior written approval of OCWD, which OCWD may withhold in its sole and absolute discretion.

2.3.1.7 Licensee shall not provide access to any person or entity that is not a party to this License. Licensee further agrees that no firearms, livestock, motorcycles, bees, vehicles or other property of Licensee are to be used or left on the Premises, except vehicles or motorcycles owned or leased by Licensee may pass over the Premises to access the Licensee Property. Vehicles left unattended on the Premises are considered abandoned and may be towed at the owner's expense and will be deemed a breach of this License.

2.3.1.8. OCWD's General Manager or his designee may immediately terminate this License Agreement, change or remove locks, install security gates, restrict access or take other any action as deemed appropriate by OCWD's General Manager or his designee in his or her sole and absolute discretion if any Licensee (or any invitee of Licensee) fails to comply fully and completely with each and all of the terms and conditions of this License Agreement.

BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW OCWD TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

2.3.1.9 Licensee acknowledges that the access roads on the Premises are dirt roads that are not maintained, and are intended for light traffic use only; no heavy or wide loads may access the Premises. Licensee passes over and along said access road at Licensee's own risk and hereby waives and releases any claim against, and holds OCWD harmless from any liability for personal injury or property damage that may result from Licensee or any Licensee's invitee's use of the Premises or access road as stated in this License.

2.3.1.10 Questions concerning this License or access to the Premises shall be directed to OCWD's Property Management Department by calling (714) 378-3265.

2.3.1.11 Licensee shall not alter the Premises, grade or scrape the access road, or disturb the Premises in any manner or construct or install any improvement or vegetation on the Premises, or deposit any trash or debris on the Premises.

3.2 Utilities and Services. Paragraph 2.3.2 is hereby deleted from this License so long as Licensee has no need for utility service.

3.3 Insurance. The following subparagraphs are revised as follows:

2.4.1.2 Public Liability Insurance: In lieu of this License requirement in Paragraph 2.4.1.2, Licensee may substitute Public Liability Insurance for Commercial General Liability Insurance providing coverage in the amount acceptable to OCWD's Risk Manager.

2.4.1.3 Business Automobile Liability Insurance: In lieu of the coverage requirement in Paragraph 2.4.1.3 as set forth in Part II above, Licensee shall provide the Orange County Water District with an Endorsement of Licensee's Business Automobile Liability Insurance showing the Orange County Water District, its officers, directors, employees and agents as additional insureds in respects to the Premises and the insurance coverage, in a form and coverage acceptable to OCWD's Risk Manager.

2.4.1.4 Liquor Liability Insurance: is hereby deleted in its entirety from the License.

3.4 Legal Relations and Responsibilities: The following is added to Section 2.6, as an additional condition:

2.6.18 Prior Agreements: OCWD and Licensee mutually agree that this License shall terminate and supersede any prior permit(s), licenses(s) and/or agreement(s) between the

parties hereto covering all or any portion of the Premises on and from the Commencement Date of this License.

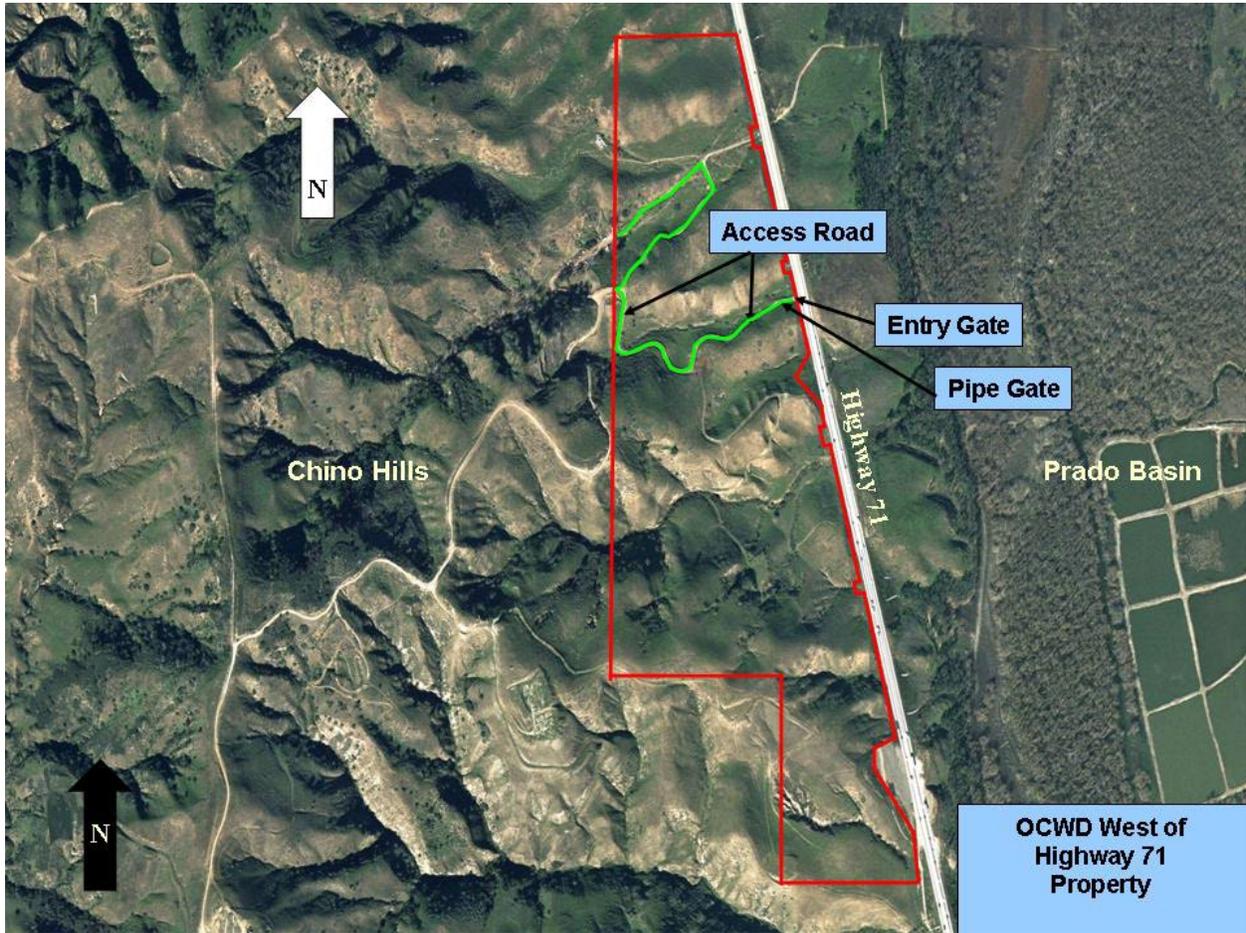
2.6.19 Easements: Licensee acknowledges that this License creates no easement or other property rights, express, implied, by necessity or prescription and Licensee, its successors and assigns agree never to claim or pursue any easement or other property rights with respect to the Premises.

3.5 Maintenance and Repair of Premises: Paragraph 2.7 (Maintenance and Repair of Premises), Subparagraphs 2.7.1 (Licensee's Obligation to Maintain Premises) and 2.7.2 (Licensee's Default of its Maintenance Duties) are hereby deleted from this License.

[END SPECIAL LICENSE PROVISIONS]

PART IV

[Map of the Premises]



AGENDA ITEM SUBMITTAL

Meeting Date: June 28, 2024

To: Property Management Committee
Board of Directors

From: John Kennedy

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 ON THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

SUMMARY

The District owns a vacant 19-acre land parcel in the city of Anaheim, west of Imperial Highway and south of the Santa Ana River. 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 to develop 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.

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 for six months to market the Property and seek other tenants as appropriate. Voit had a number of inquiries on the Property, however site was and continues to be an issue for most potential tenants and their intended use. Although the agreement with Voit terminated on May 31, 2023, as of recent communication with Mike Hefner, Voit Executive Vice President, Voit continues to receive inquiries for the site.

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.

On April 3, 2024, staff met with Caltrans staff to discuss property access concepts, primarily “intersection” and “roundabout” options. Caltrans staff expressed concerns stemming from the access-controlled nature of Imperial Highway, and that an intersection or roundabout could potentially degrade traffic circulation, cause delays, and would necessitate specific justification for any alterations to the existing standards; and suggested that OCWD staff explore an alternative option that did not include Imperial Highway, such as a bridge over the Santa Ana River. Subsequent to the Caltrans meeting, staff met with Adams Streeter and traffic engineer familiar with projects in the City of Anaheim, Peter Pirzadeh of Pirzadeh and Associates, who confirmed Caltrans’ concerns.

At its April 26 meeting, the Committee directed staff to review an option to develop a roundabout that might incorporate the westbound on-ramp to the 91 freeway and the District’s property. Staff reported at the May 17 committee meeting that staff had reviewed the roundabout concept with its consultant, Adams Streeter and its traffic engineer, Pirzadeh and Associates, and it was their advisement that Caltrans would not agree with these designs. Staff advised the Committee that Adams Streeter has been directed to finalize the draft of the Site Development analysis.

Staff is working with Adams Streeter to develop that concept and finalize the Site Development Analysis, and, after staff review, will bring it to the Committee for further direction.

Staff will update the Committee.

Summary of Prior Steps Taken:

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
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May 2023	Agreement approved with Adams Streeter for Site Development analysis. Agreement with Voit terminated May 31
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
October	Title Company revises Preliminary Title Report (PTR) – provides update to boundary and ownership
November	Adams Streeter revising aerial survey of property Title Company revises Preliminary Title Report (PTR) – provide another update to boundary and ownership (clarified overlapping boundaries) Meeting with City of Anaheim staff to discuss potential access options
<hr/>	
January 2024	Letter sent to Interim Caltrans Director requesting meeting to discuss Property access.
February	Reached out to Assemblyperson Chen and State Senator Chin’s offices for assistance in meeting with Caltrans.
March	Letter received from Caltrans Director Lan Zhou
April	Staff met with Caltrans to discuss letter received from Caltrans Director Lan Zhou and specifically about conceptual ideas for accessing the property
May	Staff review roundabout option with Adams Streeter and traffic engineer Pirzadeh and Associates

PRIOR RELEVANT BOARD ACTION(S)

5/17/2023, R23-05-61: 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, M23-33: 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)