AGENDA

18700 Ward St.
Fountain Valley, CA 92708
(714) 378-3200

PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
Friday, March 28, 2025 – 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 **April 16, 2025** 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
303 W. Commonwealth, Fullerton
601 N Ross Street, Santa Ana
6148 E. Baja Drive, Anaheim
19 Cannery, Buena Park
1502 N Broadway, Santa Ana
20 Civic Center, 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 (ITEM NO. 1)

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 FEBRUARY 28, 2025

RECOMMENDATION: Approve minutes as presented

MATTER FOR CONSIDERATION

2. RESOLUTION DECLARING LEASE AREA AS EXEMPT SURPLUS LAND AND APPROVAL OF LEASE TO YORBA LINDA WATER DISTRICT (YLWD) FOR PROPOSED WATER WELL 23 AT WARNER BASIN

RECOMMENDATION: Agendize for April 16 Board meeting:

1) Adopt "RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT DECLARING CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"" declaring a portion of Warner Basin property subject to the proposed Yorba Linda Water District lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file Resolution with the Department of Housing and Community Development (HCD); and

2) Approve and authorize the General Manager to execute lease with the Yorba Linda Water District to construct a groundwater production well and appurtenant pipeline and drain pipe at Warner Basin, including construction and maintenance area, for a term of 50 years with 5-year termination notice; with rent to consist of a 6-inch water service connection and submeter for water, at no cost to the District, to fill District and its contractor's water trucks and for irrigation uses. Provide that execution of the lease will only occur following completion of the SLA process, including HCD review of the resolution indicated above

INFORMATIONAL ITEMS

3. ORANGE COUNTY TRANSIT AUTHORITY (OCTA) REQUEST FOR TEMPORARY CONSTRUCTION EASEMENTS FOR STATE ROUTE 91 (SR 91) IMPROVEMENTS

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

5. STATUS UPDATE ON PLANNING OF IN-PLACE REMEDIATION FOR THE PRADO LEAD REMEDIATION PROJECT

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE APRIL 16 BOARD MEETING

DIRECTORS' COMMENTS/REPORTS

GENERAL MANAGER'S COMMENTS/REPORTS

ADJOURNMENT

PROPERTY MANAGEMENT COMMITTEE

Committee Members

Steve Sheldon - Chair
Natalie Meeks - Vice Chair
Fred Jung
Roger Yoh
Cathy Green

Alternates

Dina Nguyen - Alternate 1
Valerie Amezcua - Alternate 2
Van Tran - Alternate 3
Erik Weigand - Alternate 4
Denis Bilodeau - 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
February 28, 2025 @ 12:00 p.m.

Director Weigand 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		OCWD Staff
Steve Sheldon	(arrived 12:10 p.m.)	John Kennedy, General Manager
Natalie Meeks	(absent)	Bruce Dosier, Director of IS/Property Management
Fred Jung	(arrived 12:04 p.m.)	Daniel Park, Property Manager
Roger Yoh		Kevin O'Toole, Principal Planner
Cathy Green	(absent)	Jeremy Jungreis, General Counsel
		Christina Fuller, District Secretary
Alternates		
Dina Nguyen	(absent)	
Valerie Amezcua		
Van Tran	(absent)	
Erik Weigand		
Denis Bilodeau	(arrived 12:08 p.m.)	

CONSENT CALENDAR (ITEM NO. 1 - 2)

The Consent Calendar was approved upon motion by Director Yoh, seconded by Director Amezcua, and carried [3-0] as follows:
Ayes: Yoh, Amezcua, Weigand

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held January 24, 2025 were approved as presented.

2. Execution of Reinstatement and First Amendment to Grant of Easement for Monitoring Well TIC-67

Recommended for approval at March 19 Board meeting: Authorize the General Manager to execute the Reinstatement and First Amendment to the Grant of Easement with The Irvine Company, at no cost, with automatic annual renewals, for continued access to monitoring well TIC-67.

INFORMATIONAL ITEMS

3. Status Update on California Department of Transportation (Caltrans) Property at Burris Basin and NSM Golf, Inc. D.B.A. The Islands Golf Center

Director of Property Management Bruce Dosier recalled that the District had a long standing decertification application with Caltrans for land adjacent to the Burris Basin and the Islands Golf Center. However, after Caltrans notified the District last summer that the area eligible for decertification had been significantly reduced, the District terminated the process. He recalled that in the meantime, the District has been renting that land from Caltrans and has been subleasing it to Islands Golf. Mr. Dosier stated that, with board approval, staff had been working to execute a new lease and sublease with Caltrans. However, due to changing leasing circumstances at Caltrans as a result of a fire underneath a freeway in Los Angeles, their leasing requirements changed from a three

year lease to a one year lease, and Caltrans rescinded any subleasing of properties, except by policy exception. He reported that with Board approval, staff applied for a policy exception to sublease to NSM Golf. He stated that the local Caltrans District has advised that they have not submitted the policy exception application to their main office in Sacramento because the District had terminated the decertification process. Mr. Dosier reported that staff, along with Director Sheldon, met with Caltrans staff on February 27 to discuss its decision regarding the District's Lease and the sublease application for NSM Golf. Mr. Dosier noted that the issue is not going to be resolved at a staff-to-staff level and may require involvement with OCWD's General Manager and Directors. He advised that this item is being agendized for the March 5 Board meeting closed session to discuss how to move forward with negotiations for the lease.

Director Sheldon arrived at this point in the meeting and assumed the role of Chair.

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

Mr. Dosier reported that in preparation for a possible meeting with Caltrans to further discuss access from Imperial Highway, the Committee directed staff to investigate hiring a traffic engineering firm to review access options from Imperial Highway and evaluate impacts on traffic loads based on those options. He recalled that at the February 5 Board of Directors meeting, the Board authorized staff to hire a traffic engineering firm to study Imperial Highway. Mr. Dosier advised that he has reached out to traffic engineering firms to get proposals and quotes. He noted he would keep the Committee updated on the progress.

5. Status Update on Planning of In-Place Remediation for the Prado Lead Remediation Project

Senior Planner Kevin O'Toole recalled that staff provided results from the original round of vertical profile sampling which indicated that contamination at that site was deeper than originally anticipated. He advised that a team went back out to do a second round of sampling, to get a better understanding of the volume of soil needed to be remediated. He stated that the second round of sampling has been completed and contamination appears to be on average about one foot in depth which is six inches deeper than originally anticipated. He reported that there are some localized deeper spots up to 5 feet deep, most likely a result of some legacy earthwork that occurred since the site was closed. He noted that these findings are anticipated to require a larger volume of soil needing remediation and ultimately placed into a corrective action management unit (CAMU). He advised that OCWD's consultant is working on calculating new total soil volumes which will be incorporated in CAMU sizing and designs. He advised that OCWD is starting to receive some of the draft CEQA technical reports and staff is reviewing and providing comments.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:30 p.m.

_____

Steve Sheldon, Chair

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AGENDA ITEM SUBMITTAL

Meeting Date: March 28, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

SUBJECT: **RESOLUTION DECLARING LEASE AREA AS EXEMPT SURPLUS LAND AND APPROVAL OF LEASE TO YORBA LINDA WATER DISTRICT (YLWD) FOR PROPOSED WATER WELL 23 AT WARNER BASIN**

SUMMARY

On April 26, 2022, the Board approved Yorba Linda Water District's (YLWD) request for a new well site (Well No. 23) on District property at Warner Basin and authorized the General Manager to finalize and execute a lease. After the Board's approval and before executing the lease, YLWD requested extending the termination notice from twelve (12) months to five (5) years, as was done with YLWD Wells 21 and 22. As the proposed lease land is subject to the California Surplus Land Act (SLA) and qualifies as "exempt surplus land" under the SLA, compliance with the SLA requires the Board to adopt a resolution declaring it "exempt surplus land" and submitting it to the California Department of Housing and Community Development (HCD) for a thirty (30) day review and comment period prior to entering into the lease. Staff is requesting the adoption of this resolution, direction to submit it to HCD, and approval and execution of the lease by the General Manager, contingent on completion of the SLA process for exempt surplus land with HCD.

Attachments:
- Location Map
- Resolution
- Lease Agreement

RECOMMENDATION

Agendize for April 16 Board meeting:

1) Adopt "RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT DECLARING CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"" declaring a portion of Warner Basin property subject to the proposed Yorba Linda Water District lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file Resolution with the Department of Housing and Community Development (HCD); and
2) Approve and authorize the General Manager to execute lease with the Yorba Linda Water District to construct a groundwater production well and appurtenant pipeline

and drain pipe at Warner Basin, including construction and maintenance area, for a term of 50 years with 5-year termination notice; with rent to consist of a 6-inch water service connection and submeter for water, at no cost to the District, to fill District and its contractor's water trucks and for irrigation uses. Provide that execution of the lease will only occur following completion of the SLA process, including HCD review of the resolution indicated above.

DISCUSSION/ANALYSIS

On April 26, 2022, the Board approved Yorba Linda Water District's (YLWD) request for a new well site and pipeline easement to be located on District property at the west side of Warner Basin near the intersection of Tustin and La Palma Avenues (Well No. 23) and authorized the General Manager to finalize negotiations and execute a well site lease agreement. The pipeline would extend from the well site to an existing supply line located near Van Buren Street, Anaheim CA. The proposed well site is approximately 6,089 square feet (sf) including the electrical easement to provide power to the well plus the well water discharge pipeline to Warner Basin. The proposed pipeline on District property is approximately 36,095 sf to convey water from the well to the existing YLWD supply line near Van Buren Street.

The approved lease terms with the YLWD were to construct a groundwater production well and appurtenant pipeline and drainpipe at Warner Basin for a term of 50 years. The rental fee would consist of a 6-inch water service connection with submeter from Well No. 23 to allow the District to connect to the 6-inch water service connection for the purpose of filling the District's or its contractors' water trucks and for irrigation uses. The District's current Lessee at Warner Basin, Corona Recreation Inc., has been advised and has no objection to the Well Facilities.

Subsequent to the Board's approval on April 26 and prior to execution of the lease, YLWD requested changes to the terms of the lease that the District modify the written termination notice from twelve (12) months to five (5) years. According to YLWD, under GASB 87 (Governmental Accounting Standards Board), which requires a Lessee to recognize a lease liability and an intangible right-to-use lease asset at the end of the lease term, YLWD's auditors will require YLWD to expense, rather than capitalize, the entire cost of the well construction for Wells 23 within one fiscal year due to the 12-month termination clause. Changing the termination clause to five years allows YLWD to spread the costs of the well construction over the five years.

In exchange for YLWD's proposed change to the terms, YLWD agreed to remove the provision whereby the District would reimburse YLWD for the initial construction cost of the well on a straight-line depreciation basis over the initial 20-year term, should the District terminate the lease within 20 years of its commencement.

On June 15, 2022, the Board had approved amendments to the leases for YLWD Wells 21 and 22, modifying the same provisions to those leases. As the proposed changes to the terms for Well 23 are identical to those approved by the Board for Wells 21 and 22, staff does not object to YLWD's request to extend the termination notice. Accordingly, staff is

presenting a proposed Lease and recommends its approval (subject to completion of the HCD notification process for exempt surplus land).

Additionally, the SLA requires that before a local agency acts to "dispose of" land, it must declare the property to be either "surplus land" or "exempt surplus land." A lease with a total term in excess of fifteen (15) years (inclusive of options/extensions) is deemed to be either surplus or exempt surplus land under the SLA. The SLA's definition of exempt surplus land includes property that is transferred by a local agency, in this case the District, to another local, state, or federal agency for the receiving agency's use, in this case YLWD.

Compliance with the SLA requires the Board to adopt a resolution declaring the subject property "exempt surplus land" and the submission of that resolution to the California Department of HCD for a thirty (30) day review and comment period prior to entering into lease that exceeds fifteen (15) years (inclusive of options/extensions). Therefore, staff is recommending that the Board adopt a resolution declaring a portion of Warner Basin property subject to the YLWD lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file the resolution with HCD. Upon submission, HCD will have thirty (30) days to review the resolution and provide comments, if any, to the District.

Because the SLA prohibits the District from entering into the proposed lease until the SLA process is complete, staff recommends that the Board approve the form of lease and authorize the General Manager to execute it once the SLA process, including HCD's review of the exemption resolution, is complete.

PRIOR BOARD ACTIONS

06/15/2022 R22-6-72 Approve YLWD's Lease Amendments for Well 21 and 22, amending written termination notice from twelve (12) months to five (5) years and removing OCWD's reimbursement clause in both Lease Agreements, subject to legal counsel review

04/06/2022 R22-4-34 Approve Yorba Linda Water District's Well 23 Facilities and the General Manager is authorized to finalize negotiations and execute the well site lease, subject to legal counsel review

05/22/2019 MOTION No.19-66 – Approve Yorba Linda Water District request for conceptual approval for proposed water well at Warner Basin

09/7/2016 R16-9-119 - Approve 50-year Lease Agreement with YLWD to construct a water production well No. 22 at Huckleberry Pond

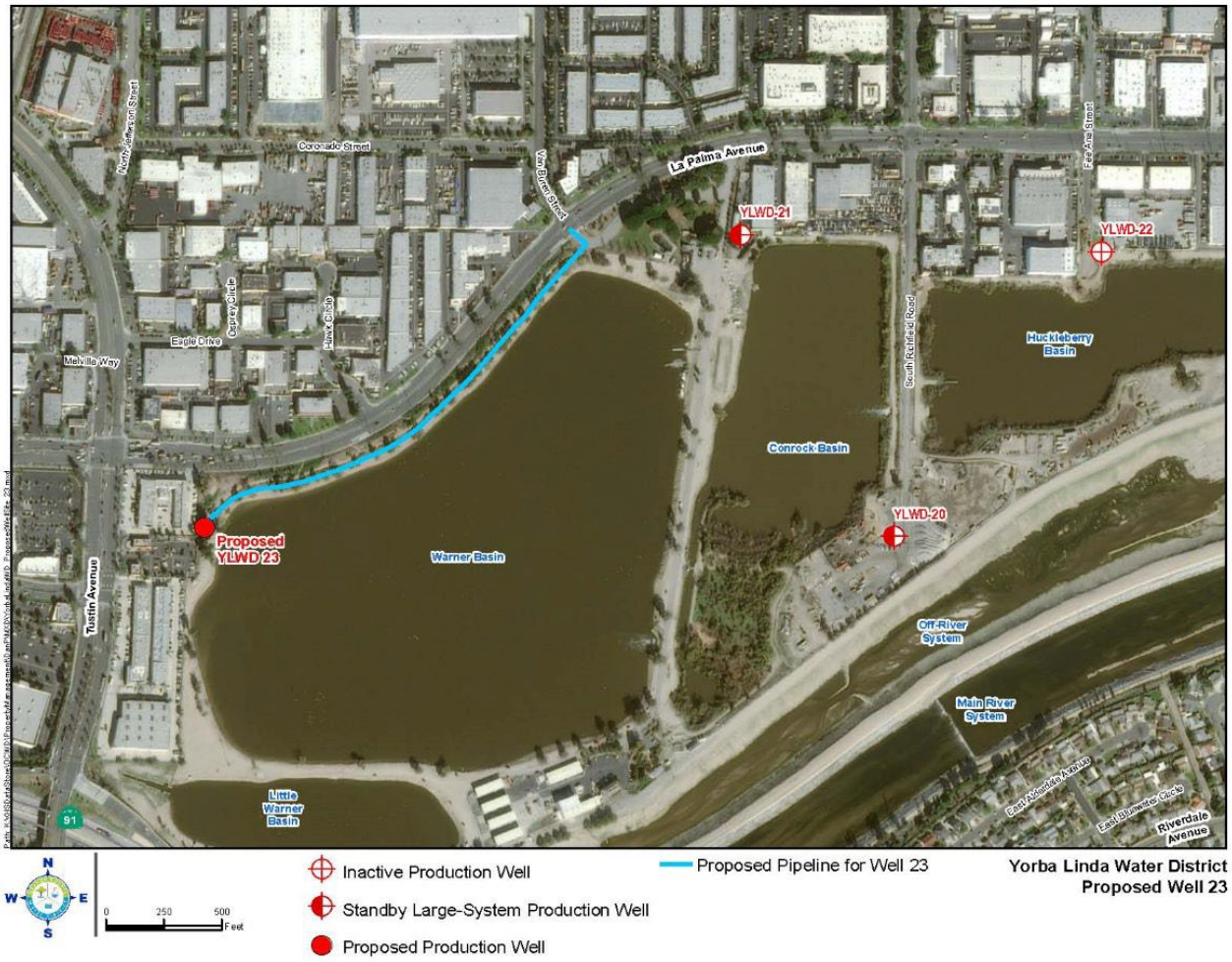
07/1/2015 R15-7-90 – Execution of Amendment One to Lease Agreement for Well No. 21 to Yorba Linda Water District to revise Legal Description of Premises

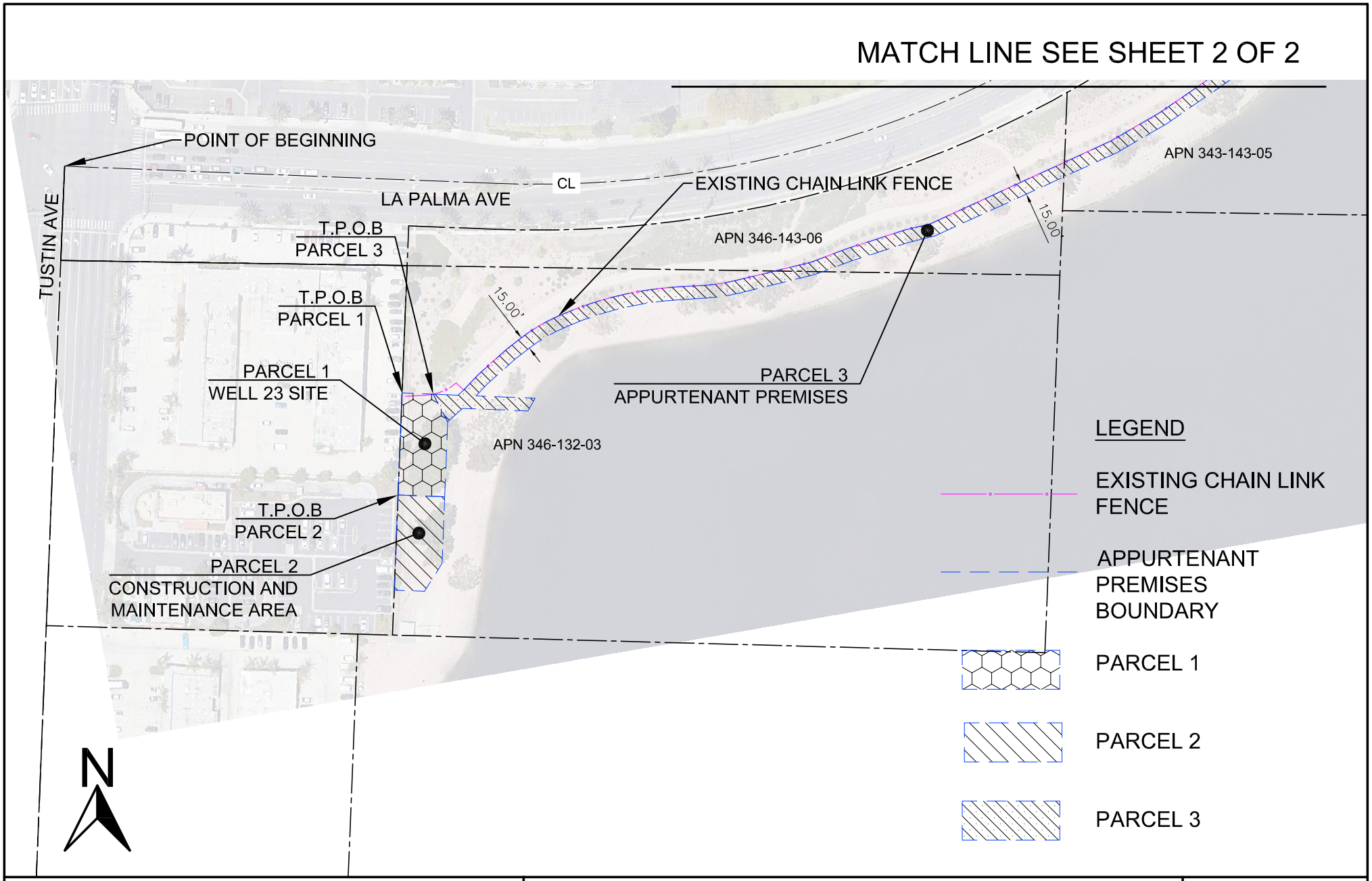
10/1/14, MOTION NO.14-146, Conceptually Approving request from Yorba Linda Water District for proposed water well at Huckleberry Pond.

9/3/2014, R14-9-122 – Execution of Easement Deed to the City of Anaheim for electrical service to the YLWD Well No. 21 at Warner Basin

12/19/2012, R12-12-144 - Approve 50-year Lease Agreement with YLWD to construct a water production Well No. 21 at Warner Basin

LOCATION MAP





PREPARED BY:

YORBA LINDA WATER DISTRICT

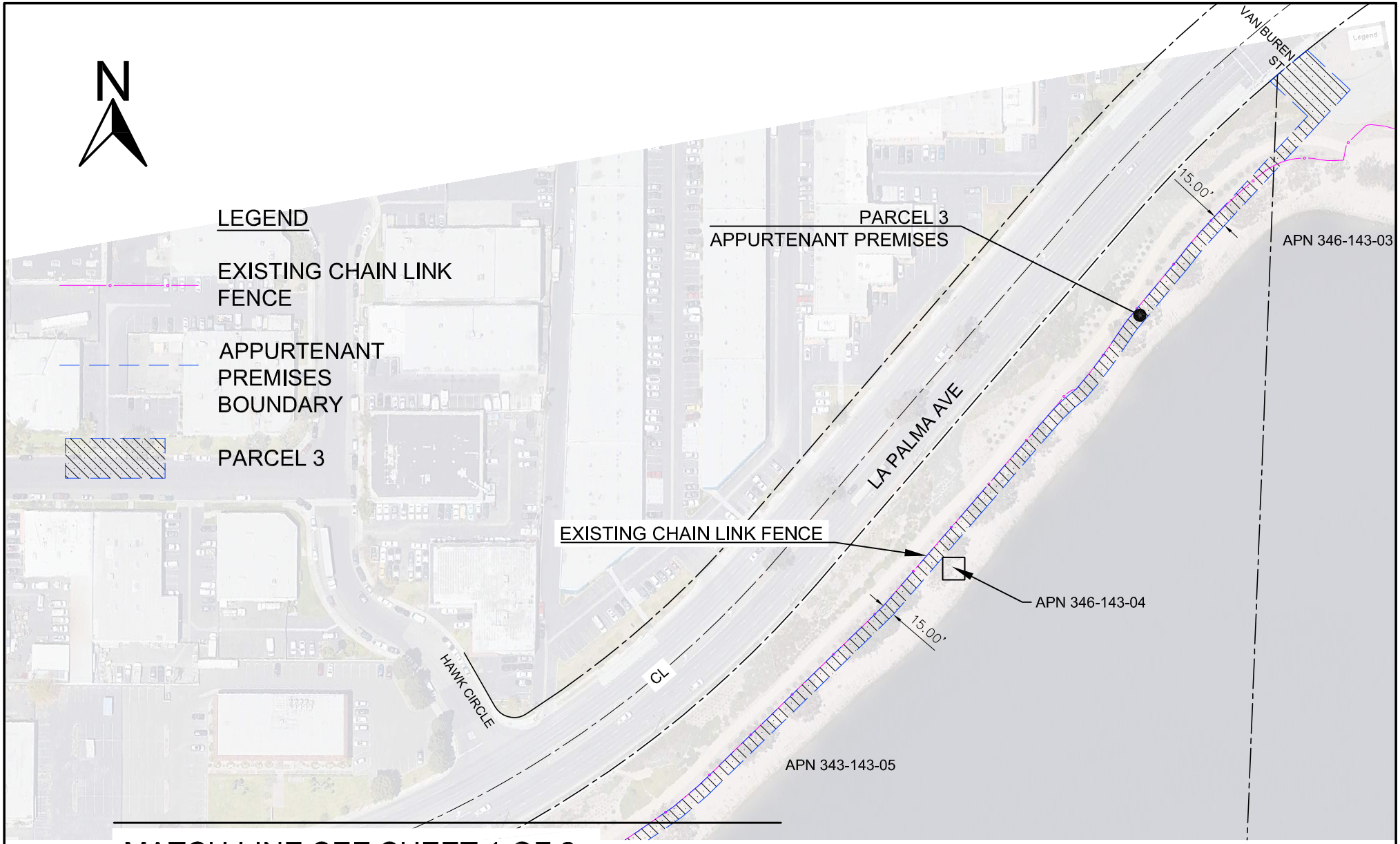
1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 1 OF 2

SCALE: 1"=150'

DATE: 7/13/2021

FILENAME: 201923



MATCH LINE SEE SHEET 1 OF 2

PREPARED BY:

YORBA LINDA WATER DISTRICT

1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 2 OF 2

SCALE: 1" = 150'

DATE: 7/13/2021

FILENAME: 201923

RESOLUTION NO. 2025-04-xx

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ORANGE COUNTY WATER DISTRICT DECLARING
CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"

A. The Orange County Water District ("**OCWD**") is a California Special District that manages the groundwater basin in central and norther Orange County.

B. OCWD is the current fee owner of property located at 4060 E La Palma Ave, Anaheim, CA 92807 and is commonly known as Warner Basin. The Warner Basin property, which is improved with a recharge basin, conveyance pipes and channels, pump station, instrumentation, roadways, related facilities and including the land under and certain land surrounding Warner Basin, is collectively referred to as the "**Warner Recharge Basin Property**" as depicted in Exhibit 1.

C. The Yorba Linda Water District (**YLWD**) intends to install, construct, reconstruct, redevelop, inspect, maintain, operate, and improve one production water well, electrical service, and pipelines and appurtenances (collectively referred as the "**Well Facilities**") on OCWD's Warner Recharge Basin Property to convey water to YLWD's water distribution system.

D. The Parties intend for OCWD to lease to YLWD three parcels of land located at the west and north side of Warner Basin near the intersection of Tustin and La Palma Avenues, Anaheim, California, for the Well Facilities, comprising a portion of the Warner Recharge Basin Property and all appurtenant rights and privileges (the "**Property**"), defined as (i) Parcel "1", which is the "Well 23 Site", including electrical service (Assessor Parcel Number 346-132-03); (ii) Parcel "2", which is the "Construction and Maintenance Area" (Assessor Parcel Number 346-132-03); and (iii) Parcel "3", which is the "Appurtenant Premises" consisting of pipeline area for water pipeline and wasteline area with outlet structure (Assessor Parcel Numbers 346-132-03, 346-143-06, 342-143-05, 343-143-04 and 346-143-03) and legally described in Exhibit 2A and depicted in Exhibit 2B. YLWD will continue to maintain and operate the Property for the purposes of constructing and operating Well 23.

E. The Surplus Land Act (Government Code § 54220 *et seq.*, the "Act") requires that before a local agency takes final action to "dispose of" land, which includes entering into a lease that in total exceeds fifteen years in duration, the local agency must declare the property to be either "surplus land" or "exempt surplus land." Government Code § 54221(f)(1)(D) includes as "exempt surplus land" property "that a local agency is transferring to another local, state, or federal agency…for the receiving agency's use."

G. The Property is not (A)Within a coastal zone; (B) Adjacent to a historical unit of the State Parks System; (C) Listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or (D) Within the Lake Tahoe region as defined in Section 66905.5 of the Act, and therefore the District is not required to send a written notice of the availability for open-space purposes as required in §54221(f)(2) of the Act.

NOW, THEREFORE, the Board of Directors of OCWD DOES HEREBY, FIND, RESOLVE, AND DECLARE as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. The Property is "exempt surplus land" because OCWD is transferring the Property by Lease, with a term longer than fifteen years (inclusive of any extension or renewal options), to YLWD, another local agency, for YLWD's use in the production and distribution of water.

3. The General Manager or Designee is hereby authorized to send a notice of exemption determination to the California Department of Housing and Community Development ("HCD") pursuant to Section 400(e) of the Surplus Land Act Guidelines ("Guidelines"), and to communicate with HCD regarding OCWD's declaration that the Property is "exempt surplus land." The General Manager is further authorized to execute an agreement with YLWD for the lease of the Property to YLWD upon completion of the HCD notification process described in Guidelines, § 400 (e).

4. The Clerk of the Board of Directors shall attest the adoption of this Resolution

ADOPTED, SIGNED AND APPROVED this___ day of _____, 2025.

Date:_____

ORANGE COUNTY WATER DISTRICT,
A special act district of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

By: _____
Denis Bilodeau, President

By: _____
John Kennedy, General Manager

ATTEST:

_____
_____, Clerk of the Board of Directors

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP.

_____
General Counsel, Orange County Water District

Exhibit 1 – Location Map

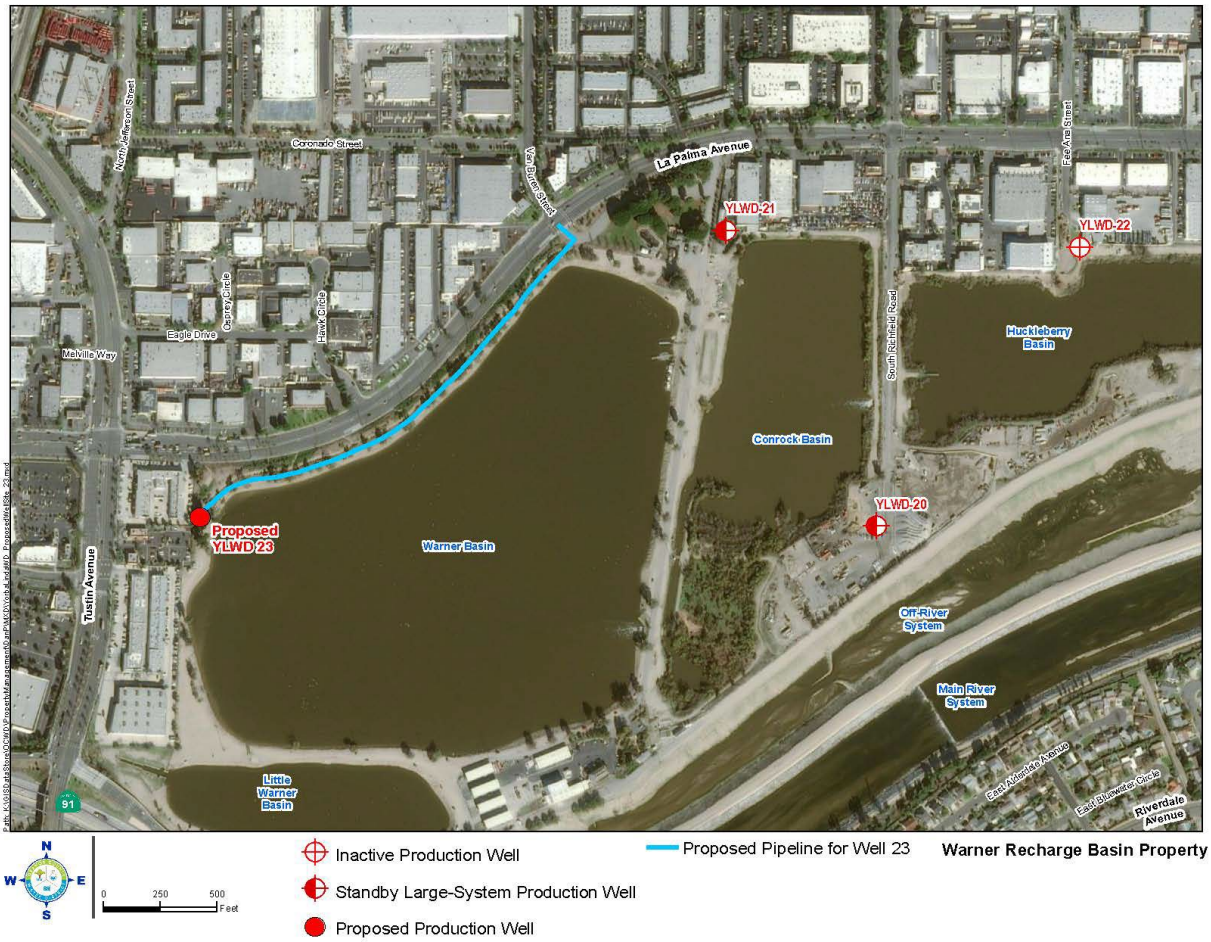


Exhibit 2A

EXHIBIT "A"

LEGAL DESCRIPTION

WELL 23 SITE AND APPURTENANT PREMISES

All that certain land situated in the City of Anaheim, County of Orange, State of California, described as follows:

That portion of fractional Section 4, Township 4 South, Range 9 West, of the San Bernardino Meridian, more particularly described as follows.

PARCEL 1 (WELL 23 SITE)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to the **True Point of Beginning of Parcel 1**;

THENCE South 87°43'30" East, 36.03 feet to a point of non-tangency;

THENCE South 27°43'30" East, 35.94 feet to a point of non-tangency;

THENCE South 2°16'30" West, 86.81 feet to a point of non-tangency;

THENCE (North 87°43'30" West, 54.00 feet to a point of non-tangency;

THENCE North 2°16'30" East, 117.94 feet;

Containing 6,088.96 square feet, more or less.

PARCEL 2 (CONSTRUCTION AND MAINTENANCE AREA)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 265.20 feet to the **True Point of Beginning of Parcel 2**;

THENCE South 87°43'30" East, 54.00 feet to a point of non-tangency;

THENCE South 2°16'30" West, 77.01 feet to a point of non-tangency;

THENCE South 32°16'30" West, 38.09 feet to a point of non-tangency;

THENCE North 87°43'30" West, 34.95 feet to a point of non-tangency;

THENCE North 2°16'30" East, 110.00 feet;

Containing 5,625.81 square feet, more or less.

PARCEL 3 (APPURTENANT PREMISES)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to a point of non-tangency;

THENCE South 87°43'30" East, 36.03 feet to the **True Point of Beginning of Parcel 3**;

THENCE South 87°43'30" East, 28.74 feet to a point of non-tangency;

THENCE North 46°52'26" East, 8.82 feet to a point of non-tangency;

THENCE North 43°23'18" East, 1.83 feet to a point;

THENCE North 43°23'18" East, 21.91 feet to a point of non-tangency;

THENCE North 48°14'22" East, 46.05 feet to a point of non-tangency;

THENCE North 52°25'33" East, 20.41 feet to the beginning of a curve concave southeasterly, said curve has a radius of 197.29 feet;

THENCE northeasterly along said curve through a central angle of 14°20'54" an arc distance of 49.41 feet to a point of tangency;

THENCE North 66°46'27" East, 6.45 feet to the beginning of a curve concave southerly, said curve has a radius of 394.57 feet;

THENCE easterly along said curve through a central angle of 19°49'00" an arc distance of 136.47 feet to a point of tangency;

THENCE North 86°35'27" East, 31.56 feet to the beginning of a curve concave northerly, said curve has a radius of 197.29 feet;

THENCE easterly along said curve through a central angle of 10°20'40" an arc distance of 35.62 feet to a point of tangency;

THENCE North 76°14'47" East, 89.11 feet to a point of non-tangency;

THENCE North 69°39'53" East, 45.48 feet to a point of non-tangency;

THENCE North 72°01'57" East, 69.14 feet to a point of non-tangency;

THENCE North 76°00'35" East, 31.51 feet to a point of non-tangency;

THENCE North 65°23'28" East, 228.87 feet to a point of non-tangency;

THENCE North 59°50'40" East, 64.91 feet to a point of non-tangency;

THENCE North 55°29'43" East, 85.25 feet to a point of non-tangency;

THENCE North 49°51'15" East, 37.06 feet to a point of non-tangency;

THENCE North 45°49'05" East, 291.69 feet to a point of non-tangency;

THENCE North 40°49'17" East, 150.30 feet to a point;

THENCE North 40°52'04" East, 134.36 feet to the beginning of a curve concave southeasterly, said curve has a radius of 200.00 feet;

THENCE northeasterly along said curve through a central angle of 9°31'31" an arc distance of 33.25 feet to a point of tangency;

THENCE North 50°23'35" East, 10.78 feet to the beginning of a non-tangent curve concave northwesterly, said curve has a radius of 561.96 feet, to which a radial line bears South 48°57'20" East;

THENCE northeasterly along said curve through a central angle of 8°39'44" an arc distance of 84.96 feet to a point of reverse curvature, said curve is concave southeasterly and has a radius of 98.64 feet;

THENCE northeasterly along said curve through a central angle of 7°19'07" an arc distance of 12.60 feet to a point of tangency;

THENCE North 39°42'03" East, 86.67 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 550.13 feet, to which a radial line bears North 52°50'14" West;

THENCE northeasterly along said curve through a central angle of 6°57'02" an arc distance of 66.74 feet to a point of non-tangency;

THENCE North 42°50'09" East, 154.42 feet to a point of non-tangency;

THENCE North 47°09'51" West, 58.25 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 1,546.89 feet, to which a radial line bears North 40°49'12" West;

THENCE northeasterly along said curve through a central angle of 2°02'08" an arc distance of 54.96 feet to a point of non-tangency;

THENCE South 47°09'51" East, 66.21 feet to a point of non-tangency;

THENCE South 42°50'09" West, 54.50 feet to a point;

THENCE South 42°50'09" West, 154.59 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 535.13 feet, to which a radial line bears North 45°52'08" West;

THENCE southwesterly along said curve through a central angle of 7°00'13" an arc distance of 65.41 feet to a point of non-tangency;

THENCE South 39°42'03" West, 87.01 feet to the beginning of a curve concave southeasterly and has a radius of 83.64 feet;

THENCE southwesterly along said curve through a central angle of 7°19'07" an arc distance of 10.68 feet to a point of reverse curvature, said curve is concave northwesterly and has a radius of 576.96 feet;

THENCE southwesterly along said curve through a central angle of 8°47'05" an arc distance of 88.46 feet to a point of non-tangency;

THENCE South 50°23'35" West, 12.00 feet to the beginning of a curve concave southeasterly and has a radius of 185.00 feet;

THENCE southwesterly along said curve through a central angle of 9°31'31" an arc distance of 30.76 feet to a point of tangency;

THENCE South 40°52'04" West, 134.36 feet to a point;

THENCE South 40°49'17" West, 150.94 feet to a point of non-tangency;

THENCE South 45°49'05" West, 292.88 feet to a point of non-tangency;

THENCE South 49°51'15" West, 38.33 feet to a point of non-tangency;

THENCE South 55°29'43" West, 86.56 feet to a point of non-tangency;

THENCE South 59°50'40" West, 66.20 feet to a point of non-tangency;

THENCE South 65°23'28" West, 230.99 feet to a point of non-tangency;

THENCE South 76°00'35" West, 32.38 feet to a point of non-tangency;

THENCE South 72°01'57" West, 68.31 feet to a point of non-tangency;

THENCE South 69°39'53" West, 46.03 feet to a point of non-tangency;

THENCE South 76°14'47" West, 89.97 feet to the beginning of a curve concave northerly and has a radius of 212.29 feet;

THENCE westerly along said curve through a central angle of 10°20'40" an arc distance of 38.33 feet to a point of tangency;

THENCE South 86°35'27" West, 31.56 feet to the beginning of a curve concave southerly and has a radius of 379.57 feet;

THENCE westerly along said curve through a central angle of 19°49'00" an arc distance of 131.28 feet to a point of tangency;

THENCE South 66°46'27" West, 6.45 feet to the beginning of a curve concave southeasterly and has a radius of 182.29 feet;

THENCE southwesterly along said curve through a central angle of 14°20'54" an arc distance of 45.65 feet to a point of tangency;

THENCE South 52°25'33" West, 19.86 feet to a point of non-tangency;

THENCE South 48°14'22" West, 44.87 feet to a point of non-tangency;

THENCE South 43°23'18" West, 18.35 feet to a point of non-tangency;

THENCE South 87°43'30" East, 68.33 feet to a point of non-tangency;

THENCE South 29°01'15" West, 16.80 feet to a point of non-tangency;

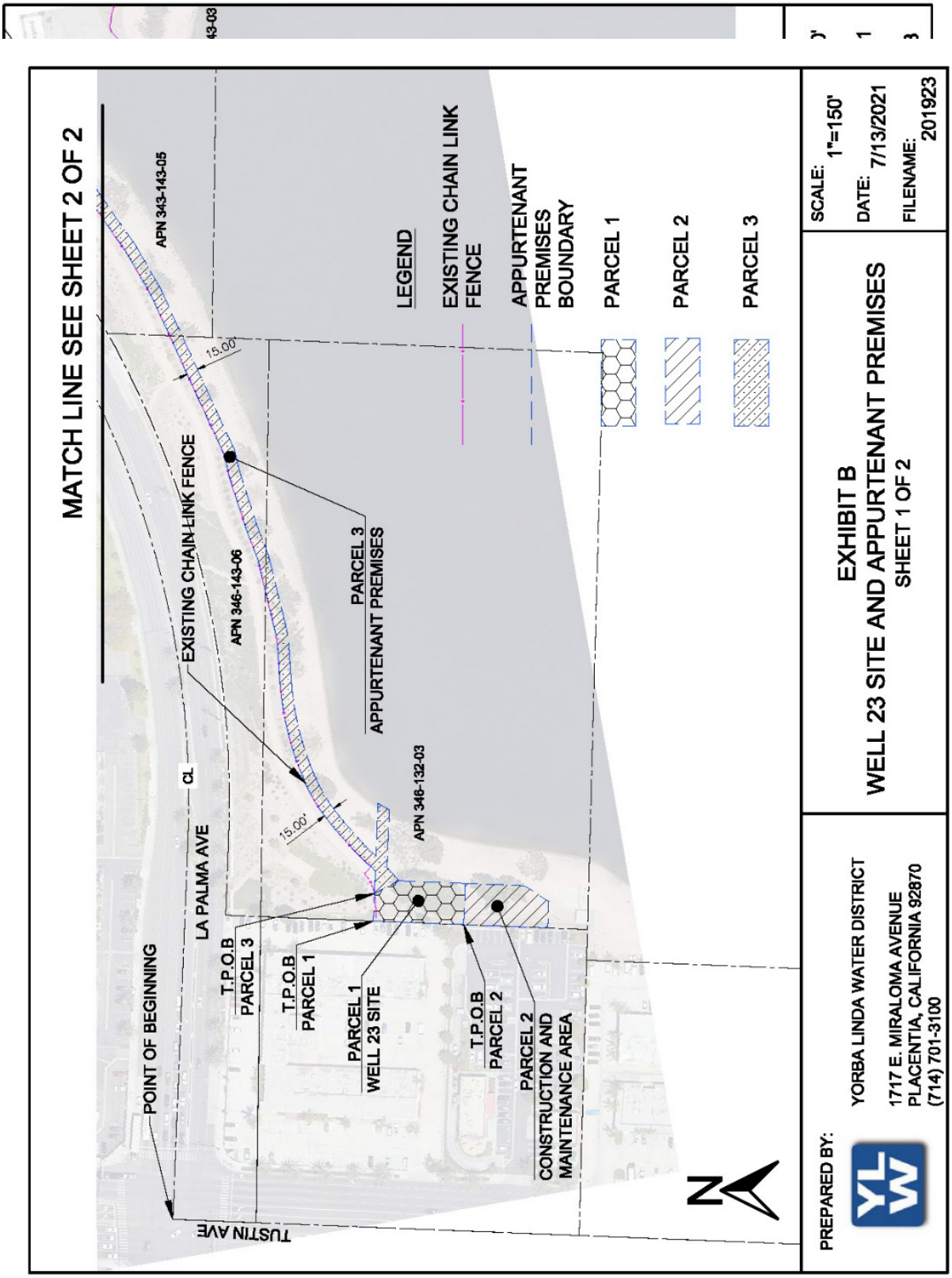
THENCE North 87°43'30" West, 75.52 feet to a point of non-tangency;

THENCE South 48°11'31" West, 23.18 feet to a point of non-tangency;

THENCE North 27°43'30" West, 35.94 feet;

Containing 36,094.82 square feet, more or less.

Exhibit 2B


MATCH LINE SEE SHEET 2 OF 2
APN 343-143-05
15.00'
EXISTING CHAIN-LINK FENCE
APN 346-143-06
PARCEL 3
APPURTENANT PREMISES
APN 346-132-03
15.00'
CL
LA PALMA AVE
POINT OF BEGINNING
T.P.O.B
PARCEL 3
T.P.O.B
PARCEL 1
PARCEL 1
WELL 23 SITE
T.P.O.B
PARCEL 2
PARCEL 2
CONSTRUCTION AND
MAINTENANCE AREA
TUSTIN AVE
LEGEND
EXISTING CHAIN LINK
FENCE
APPURTENANT
PREMISES
BOUNDARY
PARCEL 1
PARCEL 2
PARCEL 3
EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 1 OF 2
SCALE: 1"=150'
DATE: 7/13/2021
FILENAME: 201923
PREPARED BY:
YORBA LINDA WATER DISTRICT
1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

LEASE AGREEMENT

(YORBA LINDA WATER DISTRICT)
(Warner Basin – Well No. 23)

This LEASE AGREEMENT ("Lease") is made and entered into as of _____, 2025 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 the **Yorba Linda Water District**, a public agency created and operating under authority of Division 12 of the California Water Code ("Lessee").

PART I
FUNDAMENTAL LEASE TERMS

1.1 Lease: For and in consideration of the payment of rent and the performance by Lessee of each and every term, covenant, and condition of this Lease, OCWD hereby leases to Lessee, and Lessee leases from OCWD, the following real property owned by OCWD, for the use, purpose, or activity specified in Paragraphs 1.1.2 and 1.1.3:

1.1.1 **Leased Premises:** Located at the west and north side of Warner Basin near the intersection of Tustin and La Palma Avenues, Anaheim, California, and more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, included as Part IV attached hereto (the "Premises"). The Premises is defined as (i) Parcel "1", which is the "Well 23 Site", including electrical service; (ii) Parcel "2", which is the "Construction and Maintenance Area"; and (iii) Parcel "3", which is the "Appurtenant Premises" consisting of pipeline area for water pipeline and wasteline area with outlet structure.

1.1.2 **Use of Leased Premises:** For and during the term of this Lease, and any extension or renewal of it, Lessee shall use the Premises solely and exclusively for the following purpose(s) or activity(ies): to install, construct, reconstruct, redevelop, inspect, maintain, operate, and improve (a) one production water well (the "Well"), (b) electrical service, and (c) pipelines and appurtenances [(a)-(c) collectively referred to hereafter, "Well Facilities"], including egress from and ingress to the Premises from La Palma Avenue.

1.1.3 **Use Limitation for Premises.** The Well 23 Site shall be used exclusively by Lessee as the location of the Well, well enclosure, and appurtenant piping, electrical service, and other facilities, on a reinforced concrete slab. The Construction and Maintenance Area shall be used exclusively by Lessee during construction of the Well and later during construction of the wellhead facilities and appurtenant facilities connected thereto. Periodically, thereafter, Lessee may use the Construction and Maintenance Area for maintenance and upkeep of the Well. When not otherwise in use by Lessee, the Construction and Maintenance Area and Appurtenant Premises will be available for use by OCWD, and Lessee understands and acknowledges that it will not have the quiet enjoyment and use of the Construction and Maintenance Area or Appurtenant Premises at such times. The Premises shall be used exclusively by Lessee

during time of construction of pipelines and appurtenances. After completion of construction, OCWD shall have the right to use the surface of the Appurtenant Premises and Construction and Maintenance Area, subject to the condition that, if and when maintenance or repair of pipelines and appurtenances is required, Lessee may require exclusive use of all or portions of Appurtenant Premises during the time of repair or maintenance.

1.2 Term: This Lease shall commence on _____ ("Commencement Date") and, subject to Part II below, shall continue to and terminate at 11:59 p.m. local time on _____("Expiration Date"), fifty (50) years after commencement. If so agreed by both Parties, the Lease may be extended for a time period and at a cost as agreed to by both Parties. This Lease is subject to early termination in accordance with Section 2.10 of this Lease, and the paragraph below in this Paragraph 1.2. This Lease and the Lessee'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 Lessee. Notwithstanding any other provision of this Lease, OCWD or Lessee shall have the right for any reason, at any time, with or without cause, to terminate this Lease prior to the Expiration Date, by giving the other party five (5) years written notice of termination at the address provided herein.

Prior to construction of the Well, Lessee will perform geotechnical studies to determine whether the Leased Premises are suitable for Lessee's well location. If the Leased Premises are not suitable, the Parties may negotiate a different location on OCWD property to locate Lessee's well or either Party may terminate the Lease by giving the other party thirty (30) days written notice of termination without incurring any fees, costs, or rent.

BY PLACING ITS INITIALS HERE, LESSEE ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS LEASE FOR TERMINATION WITH OR WITHOUT CAUSE AS SET FORTH IN SECTION 1.2 HEREINABOVE.

Lessee: _____

1.3 Lease Consideration: As consideration for Lease of the Premises, Lessee shall provide a 6" water service connection with submeter from Lessee's Well to allow OCWD to connect to the 6" water service connection for the purpose of filling OCWD or its contractors' water trucks for irrigation uses, at no cost to OCWD or its contractors for the connection and the water use, for the term of this Lease and any extension. Said 6" water service connection shall be constructed in accordance to plans approved by OCWD's General Manager or his designee and water shall be available at the time construction is completed for the Well. Water may be potable, non-potable, undisinfected, or chlorinated well water. The water may come from the Well or Well No. 21.

1.4 Notices and Payments: All payments, notices, and other writings required to be delivered under this Lease to either party shall be delivered in accordance with the provisions of Part II (General Lease Provisions) to OCWD and to Lessee at the address set forth in Section 2.11 Paragraph 2.11.1.

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

Part I:	Fundamental Lease Term	
Part II:	General Lease Provisions	
Part III:	Special Lease Provisions	
Part IV:	Exhibit A:	Legal Description Premises (4 pages)
	Exhibit B:	Plat of Legal Description, Construction and Maintenance Area, Well 23 Site, and Appurtenant Premises (2 pages)

1.6 Integration: This Lease represents the entire understanding of OCWD and Lessee as to the Lease 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 Lease. This Lease 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 Lease.

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

[SIGNATURES ON NEXT PAGE]

ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended By: _____ Denis Bilodeau, President	**YORBA LINDA WATER DISTRICT,** a special governmental district of the state of California By: _____ Tom Lindsey, President

By: _____ John Kennedy, General Manager **APPROVED AS TO FORM:** **RUTAN & TUCKER, LLP.** By: _____ General Counsel, Orange County Water District Lease Agreement Well No. 23	By: _____ Richard Mark Toy General Manager **APPROVED AS TO FORM:** **KIDMAN GAGEN LAW, LLP** By: _____ Andrew B. Gagen General Counsel **Lessee Information:** Address for Notices: Yorba Linda Water District Attention: General Manager 1717 E. Miraloma Ave. Placentia, CA 92870 Telephone Number: (714) 701-3020

PART II
GENERAL LEASE PROVISIONS

2.1 ~~Lease Rental Payments~~

~~2.1.1 Transmittal of Payments: Lessee shall make all Rental Payments, and pay all other sums due under this Lease, in lawful money of the United States, by check, payable to "ORANGE COUNTY WATER DISTRICT," and shall personally deliver or mail all Rental Payments without any notice or demand to OCWD at the address set forth in Paragraph 2.11.1 below. Lessee assumes all risk of loss or late payment if any payment is made by mail.~~

~~2.1.2 No Offsets: All Rental Payments and other sums due under this Lease shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Lessee nor the acceptance by OCWD of any Rental Payment or other sum in an amount which is less than the amount due and payable pursuant to this Lease, 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 Lease, shall constitute an agreement by OCWD modifying this Lease or a waiver of OCWD's right to receive all Rental Payments and other sums provided for in this Lease. 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 Lessee without prejudice to OCWD's right to recover the balance of the amount due or to pursue any other remedy in this Lease or otherwise provided by law.~~

~~2.1.3 Holding Over: If Lessee remains in possession of the Premises after the expiration of the Lease term or any authorized extension or renewal thereof with the consent of OCWD (either express or implied) and without executing a new Lease, then such holding over shall not be considered a renewal of this Lease, but rather shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy; provided, however, that Lessee shall pay as rent to OCWD, for each month that Lessee holds over, an amount equal to two hundred percent (200%) of the Rental Payment as set forth in Section 1.3 and adjusted in accordance with Part III. Notwithstanding the foregoing, nothing contained in this Lease shall be deemed consent by OCWD to occupancy or possession of the Premises by Lessee after the expiration or termination of this Lease.~~

~~2.1.4 Proration: In the event that Lessee's obligation to make Rental Payments terminates on some date other than the last day of a calendar month, the last month's rent shall be prorated based upon a thirty (30) day month to reflect the actual period of tenancy during that calendar month.~~

~~2.2 Charges for Late Payments: If any Lease Rental Payment or any other sum due OCWD is not received by OCWD within ten (10) days after the due date, Lessee shall be deemed delinquent in its 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~~

~~payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid. In this regard:~~

~~2.2.1 Lessee 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 Lessee's late payment.~~

~~2.2.2 Acceptance by OCWD of any delinquent payment or late charge shall in no way constitute a waiver of Lessee'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 Lease or otherwise provided at law~~

2.3 Condition and Inspection of Premises

2.3.1 Premises Leased "As-Is": Lessee acknowledges that the Premises are being leased to Lessee on an "as-is" basis, and Lessee 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 Lessee'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 Lease.

2.3.2 No Representation or Warranty Concerning Premises: Lessee 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 Lessee'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 Lease.

2.3.3 Inspection by Lessee: Lessee acknowledges that Lessee has had the opportunity to and has inspected the Premises prior to the execution of this Lease, and that Lessee takes and leases the Premises in the condition in which the Premises exist as of the date of this Lease. Lessee stipulates that the Premises are in good, clean, safe and leasable condition, and fit for Lessee's intended use, as of the date of this Lease and the Commencement Date.

2.4 Use of Premises

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

~~2.4.1.1 Except as provided in this Lease, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 and 1.1.3 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of OCWD, which shall not be unreasonably withheld~~.

~~2.4.1.2 Lessee shall at all times during the term of this Lease and any extension or renewal thereof, maintain proper and adequate policing of the~~

~~Premises in order to assure orderly use of the Premises and to prevent intrusion from trespassers, playing children, and vandals.~~

~~2.4.1.3 Lessee shall, to the satisfaction of OCWD, maintain the Premises and all improvements of any kind therein in a state of good repair.~~

2.4.1.4 Lessee 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.

~~2.4.1.5 Lessee 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 Lessee shall not use or permit the use of the Premises for any unlawful purpose.~~

2.4.1.6 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 Lessee is complying with the terms, conditions, requirements and provisions of this Lease.

~~2.4.2 Utilities and Services: Lessee 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. All utilities shall be in the name of Lessee, unless OCWD elects otherwise. All utility installations shall be subject to the provisions of Section 2.7 below.~~

2.4.3 Permits and Approvals: Lessee 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 Lease. No approval or consent given under this Lease by OCWD shall affect or limit Lessee's obligations hereunder, nor shall any approvals or consents given by OCWD, in its capacity as a party to this Lease, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

~~2.5 Insurance: Without limiting Lessee's indemnification obligations, Lessee shall not take possession of, enter or occupy the Premises until Lessee has obtained all of the insurance required herein from a company or companies acceptable to OCWD, and Lessee shall maintain all such insurance in full force and effect at all times during the term of this Lease 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 by OCWD.~~

2.5.1 Lessee shall take out and maintain the following insurance:

2.5.1.1 Workers' Compensation and Employer's Liability Insurance: Lessee 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. Lessee shall provide worker's compensation insurance and employer's liability insurance with limits 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."

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

(a) Combined single limit of five million dollars ($5,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(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.

2.5.1.3 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 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.

2.5.2 Endorsements: The policies of liability insurance provided for in Subparagraphs 2.5.1.2 and 2.5.1.3 shall specify that this specific Lease is insured and that coverage for injury to participants resulting from Lessee'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 respects 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 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 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."

2.5.3 Evidence of Coverage: Lessee shall at the time of the execution of the Lease present to OCWD the original policies of insurance required by this Section 2.5 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 Lessee'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. Lessee'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.

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

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

2.5.6 Lease Contingent Upon Coverage: Notwithstanding any other provision of this Lease, this Lease 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.

2.6 Indemnification

2.6.1 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 Lessee, resulting from or arising out of any act or omission of Lessee or of any person or entity holding under Lessee, or the occupancy or use of the Premises or any part thereof by or under Lessee, or any act or omission in the exercise of any right or the performance of any obligation under this Lease, or directly or indirectly from any state or condition of the Premises, or any part thereof.

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

2.6.2.1 Lessee shall defend and hold OCWD, its officers, employees, agents, representatives and volunteers, harmless from any and all Claims, whether 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 any Claim that results from the sole active negligence or willful misconduct of OCWD, its officers, employees, agents, or representatives; and Lessee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.6.2.2 Lessee shall promptly pay any judgment rendered against Lessee or OCWD covering any Claim, and hold and save OCWD 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.

2.6.2.3 In the event OCWD is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Lessee shall pay to OCWD any and all costs and expenses incurred by OCWD in any such action or proceeding, together with reasonable attorneys' fees.

2.6.2.4 All of the indemnity obligations of Lessee under this Paragraph 2.6.2, or as otherwise set forth in this Lease, shall survive the expiration or earlier termination of this Lease.

2.7 Improvements

2.7.1 Prior Consent for Improvements: Lessee shall not make any alteration of or improvement to the Premises without the prior written approval of OCWD'S General Manager or designee.

2.7.1.1 In the event that Lessee desires to make any alteration, improvement, addition or utility installation in or about the Premises, Lessee shall present such request in writing to OCWD, together with detailed plans of the proposed alteration or improvement; and Lessee shall not commence such alteration or improvement unless and until OCWD'S General Manager or designee has granted approval thereto in writing.

2.7.1.2 In the event that OCWD'S General Manager or designee grants written approval to any requested alteration of or improvement to the Premises, such approval shall be deemed conditioned upon Lessee acquiring all governmental licenses, approvals and permits required therefore, and such alteration or improvement shall be constructed in strict conformance with the plans approved therefore by OCWD'S General Manager or designee. Once approved by OCWD'S General Manager or designee, no changes or alterations shall be made to the plans without the prior written approval by OCWD'S General Manager or designee.

~~2.7.1.3 In the event that OCWD'S General Manager or designee grants written approval to any requested alteration of or improvement to the Premises, Lessee shall construct such alteration or improvement at Lessee's sole cost and expense.~~

~~2.7.2 Ownership of Improvements: All buildings, improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the Premises by Lessee, including but not limited to electrical and other utilities, listed or not, shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), shall become and remain the property of OCWD at the expiration of this Lease or earlier termination hereof. Upon the expiration or earlier termination of this Lease,~~

~~OCWD retains the right, in its sole and absolute discretion, and by written notice to Lessee, to require (or, if requested by Lessee, to allow) Lessee, at Lessee's sole cost and expense, to remove all such buildings, improvements, fixtures and facilities located on the Premises. In the event OCWD either requires or grants permission to Lessee, such removal by Lessee shall include leveling the Premises, restoring any berms removed, removing any underground obstructions, filling any excavations and compacting such filled excavations to ninety percent (90%) compaction.~~

2.7.3 "As-Built" Plans and Construction Costs: As a condition to the approval of any alteration of or improvement to the Premises, OCWD shall have the right to require Lessee to prepare and furnish to OCWD, at Lessee's sole cost and expense, and within sixty (60) days following completion of such alteration or improvement, a complete set of reproducible "As-Built" plans for such alteration or improvement, and/or an itemized statement of the actual cost of the construction or installation of such alteration or improvement.

~~2.7.4 Compliance with Building Codes: Lessee shall comply with all Building Codes in effect at the time of construction or installation of an improvement of any kind on the Premises. The applicable Building Codes shall be those codes as adopted by the local permitting jurisdiction (i.e., city or county) in which the Premises is located. In the event that Lessee fails to conform to the Building Codes, OCWD may require immediate compliance. If Lessee fails to comply, OCWD, at its option, may make such changes to bring the improvement into compliance with the Building Codes and charge Lessee the cost of such changes plus ten percent (10%) to cover administrative costs. Lessee shall have ten (10) days from receipt of the invoice to reimburse OCWD for the cost of making such changes.~~

2.7.5 Lessee's Assurance of Construction Completion: Prior to commencement of construction of approved facilities, or any phase thereof, within the Premises by Lessee, Lessee shall furnish to OCWD evidence that assures OCWD that sufficient monies will be available to Lessee to complete the proposed construction in accordance with the plans approved by OCWD. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

(a) Completion bond issued to OCWD as oblige, and issued by a surety acceptable to OCWD.

(b) Performance bond and labor and material bond (or performance bond containing the provisions of the labor and material bond), issued by a surety acceptable to OCWD and supplied by Lessee's contractor or contractors, provided said bond(s) are issued jointly to Lessee and OCWD as obligees.

(c) Irrevocable letter of credit issued to OCWD from a financial institution acceptable to OCWD to remain in effect until OCWD acknowledges, in writing, satisfactory completion of construction.

(d) Cash.

(e) Any combination of the above.

2.7.6 Mechanics Liens or Stop-Notices: Lessee shall at all times indemnify and save OCWD harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Lessee shall either:

(a) Record a valid Release of Lien, or

(b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Lessee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, this Lease shall be in default and shall be subject to immediate termination.

2.8 Maintenance and Repair of Premises

~~2.8.1 Lessee's Obligation to Maintain Premises: Lessee shall at all times during the term of this Lease, and any extension or renewals thereof, at its sole cost and expense, remove all trash and debris from the Premises. Lessee 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. Lessee 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. Lessee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the satisfaction of OCWD and in compliance with all applicable laws.~~

~~2.8.2 Lessee's Default of its Maintenance Duties: In the event that Lessee fails, neglects or refuses to remove trash or debris deposited by Lessee or its invitees on the Premises or to maintain or make repairs or replacements as required by this Lease, OCWD shall notify Lessee in writing of such failure or refusal. Should Lessee 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 Lessee to OCWD within ten (10) days of Lessee'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 Lessee's default under this Lease, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this Lease or otherwise provided at law.~~

2.9 Legal Relations and Responsibilities

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

2.9.2 Compliance with Laws: Lessee 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 Lessee under this Lease, or the possession or use of the Premises by Lessee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Lessee 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 Lessee or any person or entity holding under Lessee.

~~2.9.3 Assignment and Sublease: Lessee may not assign, convey, hypothecate, encumber, mortgage, or otherwise transfer this Lease or any part thereof, or sublease any portion or all of the Premises, without the prior written consent of OCWD, which OCWD may withhold in its absolute discretion for any reason, or for no reason at all. Any such assignment or sublease by Lessee, whether voluntarily or by operation of law, without the prior written consent of OCWD shall be void and shall, at the option of OCWD, terminate this Lease upon written notice to Lessee. A consent by OCWD to one assignment or one sublease shall not be deemed a consent to any subsequent assignment or sublease. If Lessee is a corporation, unincorporated association or partnership, the assignment, transfer, conveyance or encumbrance of any stock or interest in Lessee in the aggregate exceeding twenty-five percent (25%) shall be deemed to be an assignment requiring the prior written consent of OCWD.~~

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

2.9.5 Liens: Lessee 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. Lessee 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.

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

2.9.7 OCWD's Reservations:

~~2.9.7.1 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, 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 Lessee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Lessee's possession or use of the Premises, Lessee's only remedy shall be to terminate this Lease upon thirty (30) days written notice to OCWD. Lessee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.~~

~~2.9.7.2 OCWD hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this Lease, this Lease shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Lessee shall release the same from the terms of this Lease and from any encumbrance which results from this Lease.~~

2.9.7.3 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 Lessee and Lessee 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.

~~2.9.8 Condemnation: If any portion of the Premises is taken or acquired by eminent domain or otherwise for a public or quasi-public use, and any part of the Premises remains which is susceptible of occupation under this Lease, this Lease shall, as to the part or parts so taken, terminate as of the date title or possession shall vest in the condemnor. In the event all of the Premises or such part thereof so that there does not remain a portion susceptible of occupation under this Lease, are taken or acquired, this Lease shall thereupon terminate. Lessor shall be entitled to any and all compensation awarded upon such condemnation, and Lessee hereby disclaims any right to any such compensation.~~

~~2.9.9 Waiver of Claims: As a material part of the consideration to OCWD under the Lease, Lessee hereby waives any and all claims that it may have against OCWD during the term of this Lease, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Lessee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.~~

2.9.10 Surrender of Possession: At the expiration or termination of this Lease, for any reason whatsoever:

2.9.10.1 Lessee shall execute, acknowledge and deliver to OCWD a quitclaim deed conveying to OCWD all rights, title and interest of Lessee to the Premises, both land and improvements.

2.9.10.2 Lessee shall promptly quit and surrender the Premises in a good state of repair.

2.9.10.3 Lessee shall, at its sole cost and expense, remove all portable buildings, equipment and personal property placed on the Premises by Lessee, and clear the Premises of all debris; and the Premises shall be surrendered to OCWD in good order and clean condition.

2.9.11 Disposition of Abandoned Property: If Lessee 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 thirty (30) or more days after the notice to remove 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 therefore to Lessee or to any person or entity claiming under Lessee, and OCWD shall have no duty to account for such property. Lessee agrees to reimburse OCWD for any and all costs associated with OCWD transferring or disposing of Lessee's personal property pursuant to this Paragraph.

~~2.9.12 Broker's Commission: Lessee and OCWD represent that they have not engaged, nor are they aware of, any person entitled to any brokerage commission, finder's fee or like compensation in connection with this Lease. Lessee shall indemnify and hold OCWD harmless from and against any claim asserted or adjudged against OCWD for any brokerage commission, finder's fee or like compensation incurred by or as a result of any action, representation or statement by Lessee, or any of its officers, employees, agents or representatives; and Lessee shall pay all costs and expenses incurred by OCWD in connection therewith, including reasonable attorneys' fees.~~

~~2.9.13 Disputes: In the event that any action is commenced by a party to this Lease against the other to enforce its rights or obligations arising from this Lease or seeking to interpret this Lease, 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 Lessee in connection with or in any way arising out of Lessee's occupancy or use of the Premises under this Lease, Lessee shall pay to OCWD its costs and expenses incurred in such suit, including reasonable attorneys' fees.~~

~~2.9.14 Security Measures: Lessee acknowledges that the Premises are leased to and accepted by Lessee in an "as-is" condition, and that the rent payable from Lessee to OCWD hereunder does not include the cost of security guard or any other security services or measures. Lessee 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 Lessee further~~

~~acknowledges that OCWD shall have no obligation whatsoever to provide guard service or any other security measures. Lessee expressly assumes all responsibility for the protection and security of the Premises, Lessee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.~~

2.9.15 No Obligation to Third Parties: Execution and issuance of this Lease 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 Lessee.

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

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

2.9.18 Prior Leases: It is mutually agreed that, on and from the Commencement Date, this Lease shall terminate and supersede any prior leases or agreements between the parties hereto covering all or any portion of the Premises.

2.10 Default and Termination

~~2.10.1 Term and Prior Termination: This Lease shall continue for the term set forth in Section 1.2 above, unless this Lease is terminated prior to its expiration pursuant to this Section 2.10 or Part III.~~

2.10.2 Default by Lessee: Each and every covenant and agreement contained in this Lease is declared to be a condition to this Lease, and to the term hereby demised to Lessee. Lessee shall be considered to have materially breached this Lease, giving Lessor the remedies specified in Paragraph 2.10.3 below, in the event that any one or more of the following occur:

~~(a) Lessee fails or refuses to pay to OCWD any portion of the Rental Payment or other sum due hereunder when due, and such sum remains unpaid for five (5) days after written notice to pay rent or surrender possession of the Premises is served on Lessee by Lessor; or~~

(b) Lessee defaults in the performance of or breaches any covenant, condition or provision contained in this Lease ~~other than as set forth in Paragraph 2.10.2(a) hereinabove~~, and such default or breach is not cured within thirty (30) days after written notice thereof is served by OCWD on Lessee; or

~~(c) Lessee abandons or vacates the Premises; or~~

(d) Lessee becomes insolvent; for purposes of this Lease, Lessee shall be conclusively presumed to have become insolvent if:

(i) A receiver is appointed to take possession of all or substantially all of Lessee's property because of insolvency; or

(ii) Lessee makes a general assignment for the benefit of creditors; or

~~(iii) Lessee allows any judgment against Lessee to remain unsatisfied or un-bonded for a period of thirty (30) days or longer; or~~

(iv) An attachment or execution is levied upon or against any or all of Lessee's right, title or interest in or under this Lease, and the same shall not have been released within thirty (30) days from the date thereof; or

(v) Proceedings in receivership or bankruptcy have been or are about to be instituted against Lessee; or

(vi) Lessee is adjudicated a bankrupt.

2.10.3 Remedies on Lessee's Default: Should Lessee breach this Lease, or should Lessee breach this Lease and abandon the Premises prior to the natural expiration of the term of this Lease, OCWD may, in addition to any other remedy given OCWD by law or in equity:

~~(a) Continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event OCWD shall be entitled to enforce all of OCWD's rights and remedies under this Lease, including the right to recover the rent specified in Section 1.3 above, as such rent becomes due under this Lease;~~ or

(b) Terminate this Lease and Lessee's right to possession of the Premises, and recover from Lessee:

~~(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease; and~~

~~(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided; and~~

~~(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and~~

(iv) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease; or

(c) Terminate this Lease and Lessee's right to possession of the Premises, and in addition to any recoveries that Lessee may seek under Paragraph 2.10.3(b) hereinabove, bring an action to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect; or

~~(d) In the event Lessee becomes insolvent, OCWD may, by giving twenty (20) days notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court that appointed such person, terminate this lease and forfeit Lessee's interest in the Premises and in any improvements or facilities on or appurtenant to the Premises.~~

2.10.4 Waiver of Breach: The waiver by OCWD of any breach of any term, covenant, or condition of this Lease shall be in writing signed by OCWD, and shall not be deemed to be a continuing waiver of such term, covenant or condition, or a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Lease. The acceptance of rent by OCWD under this Lease shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted by OCWD, regardless of OCWD's knowledge of such preceding breach at the time of acceptance of such rent.

2.10.5 Cumulative Remedies: The remedies given to OCWD in Paragraphs 2.10.2 and 2.10.3 above shall not be exclusive, but shall be cumulative and in addition to any and all other remedies now or hereafter allowed by law or otherwise authorized elsewhere by this Lease; and the exercise of one or more of said rights, powers, elections or remedies shall not impair OCWD's right to exercise any other right, power, election or remedy.

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

2.11 ~~Miscellaneous~~

~~2.11.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this Lease 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~~

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

~~If to Lessee~~: ~~Yorba Linda Water District~~
~~Attention: General Manager~~
~~1717 E. Miraloma Ave.~~
~~Placentia, CA 92870~~

~~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. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.~~

2.11.2 Warranty of Authority: Each officer of OCWD and Lessee affixing his or her signature to this Lease 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 Lease, that his or her respective party has the full legal right, power, capacity and authority to enter into this Lease and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.11.3 Headings: The titles and headings of Parts, Sections and Paragraphs of this Lease, 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 Lease, or to control, limit or modify any of the terms, covenants or conditions hereof.

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

2.11.5 Construction and Amendment: This Lease 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 Lessee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this Lease, and signed by all of the parties hereto.

2.11.6 Successors: ~~Subject to the provisions of Paragraph 2.9.3 above,~~ This Lease, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, OCWD, Lessee, and their respective successors and assigns.

2.11.7 Partial Invalidity: If any term, covenant, condition or provision of this Lease 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 Lease.

2.11.8 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.

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

PART III

SPECIAL LEASE PROVISIONS

3.1 Section 2.1 (Lease Rental Payments), and Paragraphs 2.1.1, 2.1.2, 2.1.3 and 2.1.4 are deleted from this Lease.
Section 2.2 and Paragraphs 2.2.1 and 2.2.2 are deleted from this Lease.

3.2 Paragraphs 2.4.1.1, 2.4.1.2, 2.4.1.3, and 2.4.1.5 of this Lease are replaced as follows:

2.4.1.1 Except as provided in this Lease, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 and 1.1.3 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of OCWD, which shall not be unreasonably withheld.

2.4.1.2 Lessee shall at all times during the term of this Lease and any extension or renewal thereof, maintain proper and adequate policing of the Well 23 Site and during construction or maintenance activities maintain the Appurtenant Premises and Construction and Maintenance Area in order to assure orderly use of the Well 23 Site, Appurtenant Premises and Construction and Maintenance Area and to prevent intrusion from trespassers, playing children and vandals.

2.4.1.3 Lessee shall, to the satisfaction of OCWD, maintain the Well 23 Site and all improvements of any kind therein in a state of good repair, except the Lessee shall not be obligated to repair damage or other degradation caused by OCWD or other lessees/licensees/permittees/invitees of OCWD on the Premises. During construction or maintenance activities, Lessee shall not damage the Appurtenant Premises and Construction and Maintenance Area and all improvements of any kind therein. If Lessee damages or causes such damage, Lessee shall promptly repair the property or improvement to OCWD's satisfaction.

2.4.1.5 Lessee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) within the Well 23 Site at any time. Lessee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance within the Appurtenant Premises or the Construction and Maintenance Area at any time

during Lessee's construction and maintenance activities within the Appurtenant Premises and Construction and Maintenance Area. Lessee shall not use or permit the use of any portion of the Premises for any unlawful purpose.

3.3 The following provisions are added to Paragraph 2.4.1 (Conditions of Use) of this Lease:

2.4.1.7 Lessee shall erect and maintain an enclosure around the Well 23 Site in a design satisfactory to OCWD'S General Manager or his designee. Prior to construction or installation of such enclosure, the plans and specifications for said enclosure must be submitted to and expressly approved by OCWD'S General Manager or his designee.

2.4.1.8 Should any damage or injury to OCWD or Corona Recreation, Inc. facilities occur, either through the acts of agents, servants or employees of Lessee or by any independent contractor of Lessee in the exercise of the rights granted in this Lease, Lessee agrees to immediately, upon the written demand of OCWD, restore such facilities, at Lessee's sole cost and expense, to the condition of same immediately prior to the date of the damage or injury.

2.4.1.9 If at any time OCWD determines in, its sole discretion, that the Well Facilities installed by Lessee, as provided herein, must be modified, improved or extended to protect OCWD's real property or facilities and OCWD's use of said real property or facilities, or in the event that said Well Facilities needs to be modified, improved or extended to improve or correct the functioning thereof, such modification, improvement or extension shall be made by Lessee, within a reasonable period of time, and at Lessee's sole cost and expense; provided, however, that OCWD covenants to exercise in a reasonable manner its discretion to require Lessee to modify, improve or extend the Well Facilities installed by Lessee and to exercise such discretion only as necessary to reasonably protect OCWD's real property or facilities or use thereof or to reasonably improve or correct the functioning of the Well Facilities installed by Lessee. Notwithstanding the foregoing, Lessee reserves the right to terminate this Lease with a thirty (30) days written notice to OCWD if Lessee determines the forgoing obligations are cost prohibitive.

2.4.1.10 At the expiration or termination of this Lease, which expiration may be extended, per provisions set forth in Paragraph 1.2, Lessee shall destroy the Well on the Premises, and remove all appurtenances to the Well that are the subject of this Lease, in accordance with all applicable federal, state and local laws, rules, regulations or ordinances governing the destruction of water wells, unless OCWD delivers to Lessee a written notice that OCWD, at no cost or expense to OCWD, will assume ownership and responsibility of the Well, in which case Lessee shall have no further obligation or liability for the Well. Through the delivery of such written notice, OCWD further agrees that it will accept ownership of the Well in an "as-is" condition unless otherwise specifically agreed in writing by the Parties. If OCWD does not deliver written notice to Lessee that OCWD will assume ownership and responsibility for the Well and appurtenances, and Lessee fails to properly destroy the Well pursuant to this Paragraph, OCWD shall have the right to destroy the Well and remove all

appurtenances to the Well without liability therefore to Lessee or to any person or entity claiming under Lessee, and OCWD shall have no duty to account for such Well Facilities, appurtenances to the Well and property. Lessee agrees to reimburse OCWD, within thirty (30) days from the completion date of the Well being destroyed, for any and all costs associated with OCWD destroying the Well pursuant to this Paragraph.

2.4.1.11 Lessee shall notify OCWD of any maintenance activity that requires the use of a well development/pump rig at least thirty (30) days in advance of such maintenance activity.

2.4.1.12 Laydown areas for construction or maintenance materials shall be as approved by OCWD's General Manager or his designee but shall under no circumstances interfere with OCWD or Corona Recreation's use of Warner Basin.

2.4.1.13 Lessee is advised that Corona Recreation, Inc. has a Lease with OCWD to use Warner Basin for operating a fishing concession for the general public and related forms of recreation including food services facilities, boat and motor rentals, sale of bait and tackle, overnight camping/fishing, sundry items and a catch-out pond. Lessee shall not commit any act or thing on the Premises, which may disturb the quiet enjoyment of Corona Recreation, Inc and its patrons under Corona Recreation's Lease with OCWD.

2.4.1.14 Lessee's Well No. 23. Lessee's discharge of water from Lessee's Well shall be measured through a master water meter or through a discharge-to-waste water meter. Downstream from the master water meter will be a 6" water service connection with a sub-meter to measure all water flows to OCWD. During short-term well start-up and shut-down periods, water from the Well will flow through discharge-to-waste meter and directly to OCWD's Warner Basin for recharge. The water that flows through the discharge-to-waste water meter and into OCWD's Warner Basin and the water that flows through the 6" water service connection and sub-meter to OCWD will not be subject to OCWD's Replenishment Assessment (RA). Lessee shall provide well water for use by OCWD at a pressure adequate for OCWD's use. If OCWD determines pressure is not adequate, Lessee shall increase the pressure as requested by OCWD. OCWD will be responsible to provide and install all facilities at the Well downstream of the sub-meter.

Occasionally, Lessee will not have any wells in operation, and will provide notification to OCWD that water is not available. If OCWD determines that water for irrigation or water trucks is necessary at that time, and upon request, Lessee will activate a well to meet OCWD's need for water.

3.4 Paragraph 2.4.2, of this Lease is replaced and Subparagraph 2.4.2.1 is added as follows:

2.4.2 Utilities and Services: Lessee shall be solely responsible for obtaining all of its utility service and for the payment of all of its utility charges, including but not limited to water and power, supplied to the Premises. All utilities shall be in the name of

Lessee, unless OCWD elects otherwise. All utility installations shall be subject to the provisions of Section 2.7 below.

2.4.2.1 Electrical Service: If required, Lessee shall be responsible for negotiating an easement for the electrical service with the City of Anaheim, subject to the approval of the OCWD's General Manager or his designee.

3.5 The following provisions in Section 2.5 of this Lease are replaced or added with the following:

2.5 Insurance: Without limiting Lessee's indemnification obligations, Lessee shall not take possession of, enter or occupy the Premises until Lessee has obtained all of the insurance required herein from a company or companies acceptable to OCWD, and Lessee shall maintain all such insurance in full force and effect at all times during the term of this Lease 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 by OCWD. Lessee may submit a letter of Self-Insurance in lieu of a Certificate of Insurance in a form acceptable to OCWD's Risk Manager.

2.5.1 Lessee shall take out and maintain the following insurance for the entire term of the lease:

2.5.1.4 Environmental Impairment Liability – The Contractor shall provide and maintain coverage appropriate for the hazardous material/waste activity contemplated in this Agreement. Environmental Impairment Liability shall be maintained in an amount of $1,000,000 per claim/occurrence. If an aggregate limit applies, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

3.6 Paragraph 2.7.1.3 and 2.7.2 of this Lease is replaced with the following:

2.7.1.3 In the event that LESSOR's General Manager or designee grants written approval to any requested alteration of or improvement to the Premises, Lessee shall construct such alteration or improvement at Lessee's sole cost and expense. Lessee shall not commence construction unless Lessee provides LESSOR's General Manager or designee with written notice ninety (90) days prior to the commencement of the Well Facilities construction or any other related construction.

2.7.2 Ownership of Improvements: All buildings, improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the Premises by Lessee, including but not limited to electrical and other utilities, listed or not, shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities (exclusive of trade fixtures, motors, pumps, motor control centers and switchgear, control panels, fiber optic equipment, portable buildings, vehicles and antennas), shall become and remain the property of OCWD at the expiration of this Lease or earlier termination hereof. Upon the expiration or earlier termination of this

Lease, OCWD retains the right, in its sole and absolute discretion, and by written notice to Lessee, to require (or, if requested by Lessee, to allow) Lessee, at Lessee's sole cost and expense, to remove all such buildings, improvements, fixtures and facilities located on the Premises. In the event OCWD either requires or grants permission to Lessee, such removal by Lessee shall include leveling the Premises, restoring any berms removed, removing any underground obstructions, filling any excavations, and compacting such filled excavations to ninety percent (90%) compaction. If Lessee fails to remove all such buildings, improvements, fixtures and facilities located on the Premises pursuant to this Paragraph, OCWD shall have the right to remove all such buildings, improvements, fixtures and facilities located on the Premises without liability therefore to Lessee or to any person or entity claiming under Lessee, and OCWD shall have no duty to account for such to remove all such buildings, improvements, fixtures and facilities located on the Premises. Lessee agrees to reimburse OCWD for any and all costs associated with OCWD's removal of all such buildings, improvements, fixtures and facilities located on the Premises.

3.7 Paragraph 2.7.4 Compliance of Building Codes of this Lease is deleted. However, Lessee shall fully comply with Section 7 of the OCWD Act to the same extent that OCWD would be required to comply with Section 7 of the OCWD Act if OCWD was constructing the Well.

3.8 Paragraphs 2.8.1 and 2.8.2 of this Lease are replaced with the following:

2.8.1 Lessee's Obligation to Maintain Premises: Lessee shall at all times during the term of this Lease, and any extension or renewals thereof, at its sole cost and expense, remove all trash and debris from the Well 23 Site. Lessee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of OCWD in its sole discretion), the Well 23 Site and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Well 23 Site. Lessee shall at all times in the maintenance and use of the Well 23 Site 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. Lessee expressly agrees to maintain the Well 23 Site in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the satisfaction of OCWD and in compliance with all applicable laws. During maintenance or construction activities, Lessee is to maintain the Appurtenant Premises and Construction and Maintenance Area in the same manner as stated for the Well 23 Site in this Paragraph. When no maintenance or construction activities occur, Lessor hereby waives the maintenance requirement as stated in this Paragraph.

2.8.2 Lessee's Default of its Maintenance Duties: In the event that Lessee fails, neglects or refuses to remove trash or debris deposited by Lessee or its invitees on the Premises or to maintain or make repairs or replacements as required by this Lease, OCWD shall notify Lessee in writing of such failure or refusal. Should Lessee fail or refuse to correct such default within fifteen (15) 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 Lessee to OCWD within thirty (30) days of Lessee'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 Lessee's default under this Lease, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this Lease or otherwise provided at law.

3.9 Paragraphs 2.9.3, 2.9.9, 2.9.13, and 2.9.14 of this Lease are replaced as follows; and Paragraph 2.9.7.1, 2.9.7.2, 2.9.8, 2.9.12 of this Lease are deleted in their entirety:

2.9.3 Assignment and Sublease: Lessee may not assign, convey, hypothecate, encumber, mortgage, or otherwise transfer this Lease or any part thereof, or sublease any portion or all of the Premises, without the prior written consent of OCWD, which OCWD may withhold in its absolute discretion for any reason, or for no reason at all. Any such assignment or sublease by Lessee, whether voluntarily or by operation of law, without the prior written consent of OCWD shall be void and shall, at the option of OCWD, terminate this Lease upon written notice to Lessee. A consent by OCWD to one assignment or one sublease shall not be deemed a consent to any subsequent assignment or sublease.

2.9.7.1, 2.9.7.2, and 2.9.8 (OCWD's Reservations) – Deleted.

2.9.9 Waiver of Claims: As a material part of the consideration to OCWD under the Lease, Lessee hereby waives any and all claims that it may have against OCWD during the term of this Lease, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Lessee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time, except such claims, damage, or injury caused by the sole negligence or willful misconduct of OCWD, or its directors, officers, employees, agents, or authorized volunteers.

2.9.12 (Broker's Commission) – Deleted.

2.9.13 Disputes: In the event that any action is commenced by a party to this Lease against the other to enforce its rights or obligations arising from this Lease or seeking to interpret this Lease, 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 Lessee in connection with or in any way arising out of Lessee's occupancy or use of the Premises under this Lease, Lessee shall indemnify and defend OCWD in accordance with Paragraph 2.6 above.

2.9.14 Security Measures: Lessee acknowledges that the Premises are leased to and accepted by Lessee in an "as-is" condition, and that the rent payable from Lessee to OCWD hereunder does not include the cost of security guard or any other security services or measures. Lessee 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 Lessee further acknowledges that OCWD shall have no obligation whatsoever to provide guard service or any other security measures. Lessee expressly assumes all responsibility for the protection and security of the Well 23 Site, Lessee, its agents, employees, invites and property within the Well 23 Site from any and all acts of any third party.

3.10 Paragraphs 2.10.1 is replaced as follows:

2.10.1 Term and Prior Termination: This Lease shall continue for the term set forth in Section 1.2, unless terminated earlier in accordance with another provision of this Lease.

Paragraph 2.10.2(a) is deleted from this Lease.

Paragraph 2.10.2 (b), 2.10.2(c), 2.10.2(d)(iii), and 2.10.3(a) of this Lease are replaced as follows:

(b) Lessee defaults in the performance of or breaches any covenant, condition or provision contained in this Lease and such default or breach is not cured within thirty (30) days after written notice thereof is served by OCWD on Lessee; or

2.10.2(c) Lessee abandons or vacates the Premises; provided however, that OCWD provides a thirty (30) days written notice to Lessee of its belief of abandonment or that the Premises has been vacated and Lessee (a) fails to respond; or (b) confirms in writing that it has abandoned or vacated the Premises; or

2.10.2(d) (iii) Lessee allows any judgment against Lessee to remain unsatisfied or un-bonded for a period of ninety (90) days or longer; or

2.10.3(a) Continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event OCWD shall be entitled to enforce all of OCWD's rights and remedies under this Lease, including the right specified in Section 1.3 above, and recover from Lessee any amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease; or

Paragraph 2.10.3(b)(i), Paragraph 2.10.3(b)(ii) and Paragraph 2.10.3(b)(iii) are deleted from this Lease.

Paragraph 2.10.3(d) of this Lease is replaced as follows:

2.10.3(d) In the event Lessee becomes insolvent, OCWD may, by giving thirty (30) days notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court that appointed such person, terminate this lease and forfeit Lessee's interest in the Premises and in any improvements or facilities on or appurtenant to the Premises.

Paragraphs 2.10.7 and 2.10.8 are added to Section 10 (Default & Termination) as follows:

2.10.7 This Lease shall automatically be revoked if Lessee has not completed twenty-five percent (25%) of the construction of the Well Facilities, on or before five (5) years after execution of agreement ("Completion Date"). OCWD's General Manager or designee may extend the Completion Date by giving written notice to Lessee in the event of construction delays, or for other unforeseen causes beyond the control of the Lessee as determined by OCWD's General Manager.

2.10.8 This Lease and its use shall be automatically revoked upon Lessee's abandonment or destruction of said Well Facilities.

3.11 Paragraph 2.11.1 of this Lease is replaced as follows:

2.11.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this Lease 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
If by personal delivery:	ORANGE COUNTY WATER DISTRICT 18700 Ward Street Fountain Valley, CA 92708 Attn: Property Management
If to Lessee:	Yorba Linda Water District Attention: General Manager 1717 E. Miraloma Ave. Placentia, CA 92870

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. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.

3.12 Paragraph 2.11.6 of this Lease is replaced as follows:

2.11.6 Successors: This Lease, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, OCWD, Lessee, and their respective successors and assigns.

[END SPECIAL LEASE PROVISIONS]

PART IV

EXHIBITS A and B

EXHIBIT "A"

LEGAL DESCRIPTION

WELL 23 SITE AND APPURTENANT PREMISES

All that certain land situated in the City of Anaheim, County of Orange, State of California, described as follows:

That portion of fractional Section 4, Township 4 South, Range 9 West, of the San Bernardino Meridian, more particularly described as follows.

PARCEL 1 (WELL 23 SITE)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to the **True Point of Beginning of Parcel 1**;

THENCE South 87°43'30" East, 36.03 feet to a point of non-tangency;

THENCE South 27°43'30" East, 35.94 feet to a point of non-tangency;

THENCE South 2°16'30" West, 86.81 feet to a point of non-tangency;

THENCE (North 87°43'30" West, 54.00 feet to a point of non-tangency;

THENCE North 2°16'30" East, 117.94 feet;

Containing 6,088.96 square feet, more or less.

PARCEL 2 (CONSTRUCTION AND MAINTENANCE AREA)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 265.20 feet to the **True Point of Beginning of Parcel 2**;

THENCE South 87°43'30" East, 54.00 feet to a point of non-tangency;

THENCE South 2°16'30" West, 77.01 feet to a point of non-tangency;

THENCE South 32°16'30" West, 38.09 feet to a point of non-tangency;

THENCE North 87°43'30" West, 34.95 feet to a point of non-tangency;

THENCE North 2°16'30" East, 110.00 feet;

Containing 5,625.81 square feet, more or less.

PARCEL 3 (APPURTENANT PREMISES)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to a point of non-tangency;

THENCE South 87°43'30" East, 36.03 feet to the **True Point of Beginning of Parcel 3**;

THENCE South 87°43'30" East, 28.74 feet to a point of non-tangency;

THENCE North 46°52'26" East, 8.82 feet to a point of non-tangency;

THENCE North 43°23'18" East, 1.83 feet to a point;

THENCE North 43°23'18" East, 21.91 feet to a point of non-tangency;

THENCE North 48°14'22" East, 46.05 feet to a point of non-tangency;

THENCE North 52°25'33" East, 20.41 feet to the beginning of a curve concave southeasterly, said curve has a radius of 197.29 feet;

THENCE northeasterly along said curve through a central angle of 14°20'54" an arc distance of 49.41 feet to a point of tangency;

THENCE North 66°46'27" East, 6.45 feet to the beginning of a curve concave southerly, said curve has a radius of 394.57 feet;

THENCE easterly along said curve through a central angle of 19°49'00" an arc distance of 136.47 feet to a point of tangency;

THENCE North 86°35'27" East, 31.56 feet to the beginning of a curve concave northerly, said curve has a radius of 197.29 feet;

THENCE easterly along said curve through a central angle of 10°20'40" an arc distance of 35.62 feet to a point of tangency;

THENCE North 76°14'47" East, 89.11 feet to a point of non-tangency;

THENCE North 69°39'53" East, 45.48 feet to a point of non-tangency;

THENCE North 72°01'57" East, 69.14 feet to a point of non-tangency;

THENCE North 76°00'35" East, 31.51 feet to a point of non-tangency;

THENCE North 65°23'28" East, 228.87 feet to a point of non-tangency;

THENCE North 59°50'40" East, 64.91 feet to a point of non-tangency;

THENCE North 55°29'43" East, 85.25 feet to a point of non-tangency;

THENCE North 49°51'15" East, 37.06 feet to a point of non-tangency;

THENCE North 45°49'05" East, 291.69 feet to a point of non-tangency;

THENCE North 40°49'17" East, 150.30 feet to a point;

THENCE North 40°52'04" East, 134.36 feet to the beginning of a curve concave southeasterly, said curve has a radius of 200.00 feet;

THENCE northeasterly along said curve through a central angle of 9°31'31" an arc distance of 33.25 feet to a point of tangency;

THENCE North 50°23'35" East, 10.78 feet to the beginning of a non-tangent curve concave northwesterly, said curve has a radius of 561.96 feet, to which a radial line bears South 48°57'20" East;

THENCE northeasterly along said curve through a central angle of 8°39'44" an arc distance of 84.96 feet to a point of reverse curvature, said curve is concave southeasterly and has a radius of 98.64 feet;

THENCE northeasterly along said curve through a central angle of 7°19'07" an arc distance of 12.60 feet to a point of tangency;

THENCE North 39°42'03" East, 86.67 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 550.13 feet, to which a radial line bears North 52°50'14" West;

THENCE northeasterly along said curve through a central angle of 6°57'02" an arc distance of 66.74 feet to a point of non-tangency;

THENCE North 42°50'09" East, 154.42 feet to a point of non-tangency;

THENCE North 47°09'51" West, 58.25 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 1,546.89 feet, to which a radial line bears North 40°49'12" West;

THENCE northeasterly along said curve through a central angle of 2°02'08" an arc distance of 54.96 feet to a point of non-tangency;

THENCE South 47°09'51" East, 66.21 feet to a point of non-tangency;

THENCE South 42°50'09" West, 54.50 feet to a point;

THENCE South 42°50'09" West, 154.59 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 535.13 feet, to which a radial line bears North 45°52'08" West;

THENCE southwesterly along said curve through a central angle of 7°00'13" an arc distance of 65.41 feet to a point of non-tangency;

THENCE South 39°42'03" West, 87.01 feet to the beginning of a curve concave southeasterly and has a radius of 83.64 feet;

THENCE southwesterly along said curve through a central angle of 7°19'07" an arc distance of 10.68 feet to a point of reverse curvature, said curve is concave northwesterly and has a radius of 576.96 feet;

THENCE southwesterly along said curve through a central angle of 8°47'05" an arc distance of 88.46 feet to a point of non-tangency;

THENCE South 50°23'35" West, 12.00 feet to the beginning of a curve concave southeasterly and has a radius of 185.00 feet;

THENCE southwesterly along said curve through a central angle of 9°31'31" an arc distance of 30.76 feet to a point of tangency;

THENCE South 40°52'04" West, 134.36 feet to a point;

THENCE South 40°49'17" West, 150.94 feet to a point of non-tangency;

THENCE South 45°49'05" West, 292.88 feet to a point of non-tangency;

THENCE South 49°51'15" West, 38.33 feet to a point of non-tangency;

THENCE South 55°29'43" West, 86.56 feet to a point of non-tangency;

THENCE South 59°50'40" West, 66.20 feet to a point of non-tangency;

THENCE South 65°23'28" West, 230.99 feet to a point of non-tangency;

THENCE South 76°00'35" West, 32.38 feet to a point of non-tangency;

THENCE South 72°01'57" West, 68.31 feet to a point of non-tangency;

THENCE South 69°39'53" West, 46.03 feet to a point of non-tangency;

THENCE South 76°14'47" West, 89.97 feet to the beginning of a curve concave northerly and has a radius of 212.29 feet;

THENCE westerly along said curve through a central angle of 10°20'40" an arc distance of 38.33 feet to a point of tangency;

THENCE South 86°35'27" West, 31.56 feet to the beginning of a curve concave southerly and has a radius of 379.57 feet;

THENCE westerly along said curve through a central angle of 19°49'00" an arc distance of 131.28 feet to a point of tangency;

THENCE South 66°46'27" West, 6.45 feet to the beginning of a curve concave southeasterly and has a radius of 182.29 feet;

THENCE southwesterly along said curve through a central angle of 14°20'54" an arc distance of 45.65 feet to a point of tangency;

THENCE South 52°25'33" West, 19.86 feet to a point of non-tangency;

THENCE South 48°14'22" West, 44.87 feet to a point of non-tangency;

THENCE South 43°23'18" West, 18.35 feet to a point of non-tangency;

THENCE South 87°43'30" East, 68.33 feet to a point of non-tangency;

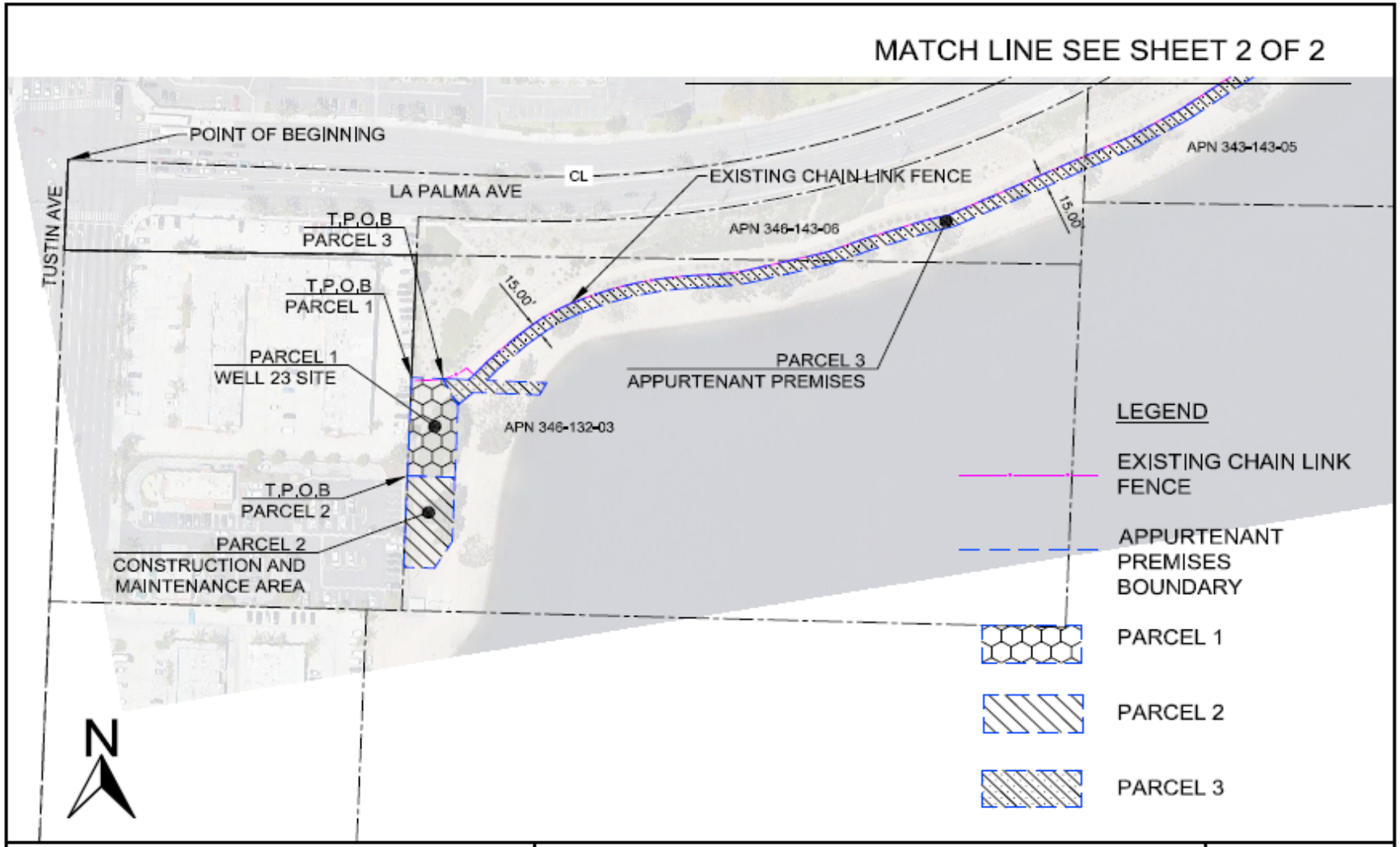
THENCE South 29°01'15" West, 16.80 feet to a point of non-tangency;

THENCE North 87°43'30" West, 75.52 feet to a point of non-tangency;

THENCE South 48°11'31" West, 23.18 feet to a point of non-tangency;

THENCE North 27°43'30" West, 35.94 feet;

Containing 36,094.82 square feet, more or less.



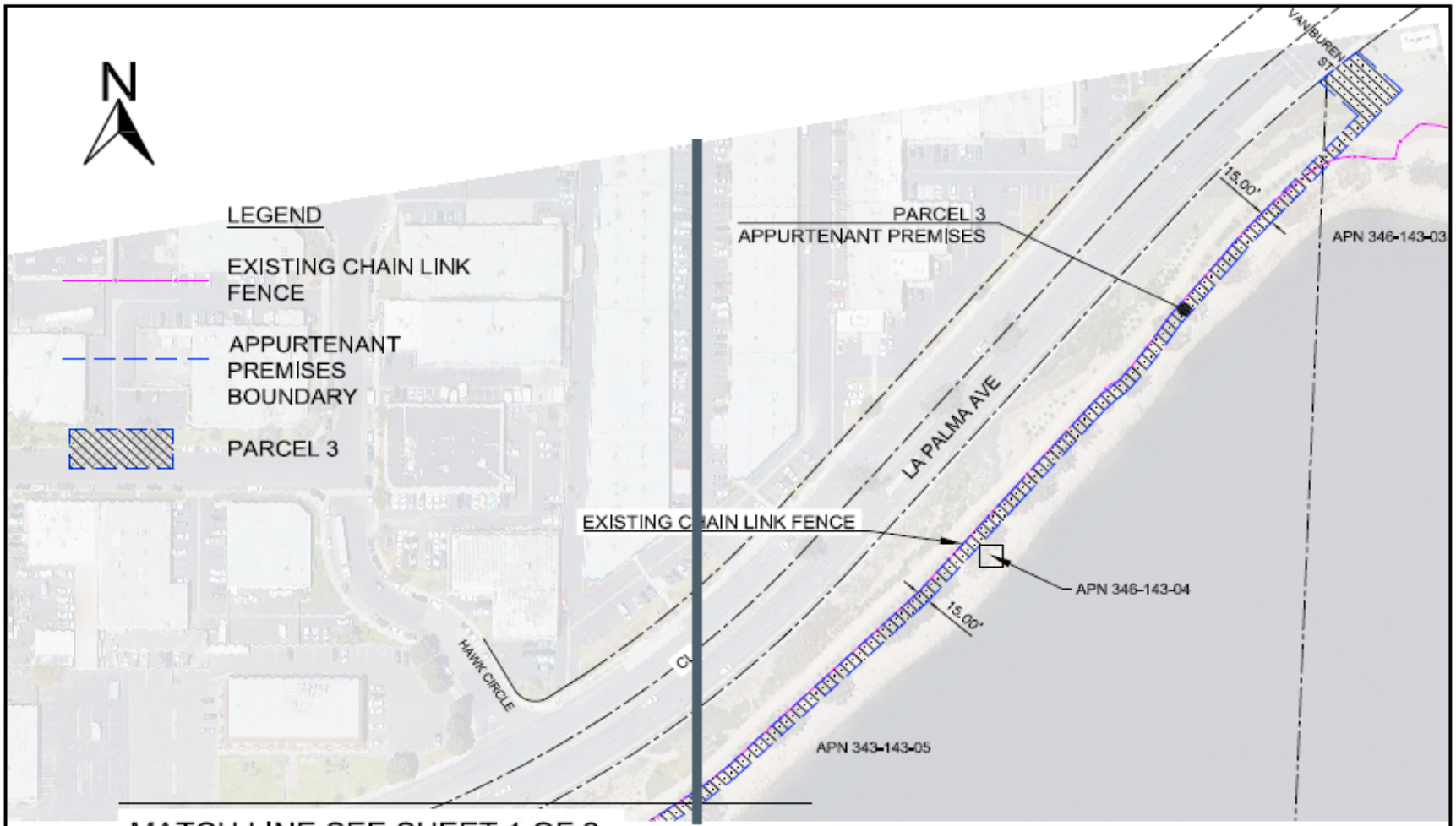
PREPARED BY:

YORBA LINDA WATER DISTRICT

1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 1 OF 2

SCALE: 1"=150'
DATE: 7/13/2021
FILENAME: 201923



MATCH LINE SEE SHEET 1 OF 2

PREPARED BY:

YORBA LINDA WATER DISTRICT

1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 2 OF 2

SCALE: 1" = 150'

DATE: 7/13/2021

FILENAME: 201923

AGENDA ITEM SUBMITTAL

Meeting Date: March 28, 2025

To: Property Management Cte.
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: **ORANGE COUNTY TRANSIT AUTHORITY (OCTA) REQUEST FOR TEMPORARY CONSTRUCTION EASEMENTS FOR STATE ROUTE 91 (SR 91) IMPROVEMENTS**

SUMMARY

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is working to improve State Route 91 (SR-91) between SR-57 to SR-55. OCTA has requested temporary construction easements (TCEs) over portions of OCWD property located at the Tustin Avenue Bridge, Santa Ana River (SAR) Bridge, and the Tustin Avenue eastbound off-ramp in the City of Anaheim for approximately five years, from June 2025 to May 2030 (Project) to facilitate this work. Staff will update the Committee.

Attachment: Location Map

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

OCTA, in partnership with the Caltrans, is currently implementing a three-segment project to improve SR-91 between SR-57 to SR-55. Segment 1, located at SR-91 and Lakeview Avenue interchange, began in early 2025, with Segment 2, located between SR-55 and SR-57, scheduled to start in early 2026, and Segment 3, located at SR-91 and SR-57 interchange, scheduled to start late 2025. The overall Project aims to enhance mobility along the corridor, reduce weaving and merging between ramps, and improve on- and off-ramps, sidewalks and bike lanes at the Glassell Street, Tustin Avenue and Lakeview Avenue interchanges. OCTA and Caltrans are collaborating with the cities of Anaheim, Orange, Placentia and Fullerton.

Segment 2, which spans from SR-55 and SR-57, is scheduled to begin in early 2026 and conclude by early 2030. This segment will add a new eastbound purpose lane and reconstruct Kramer Boulevard and Tustin Avenue in Anaheim. The Segment 2 project will require portions of OCWD property located at the Tustin Avenue Bridge, Santa Ana River

Bridge, and the Tustin Avenue eastbound off-ramp in Anaheim will be needed to facilitate this work (Project).

Preliminary work for the Project began in 2021. In May of 2021, OCTA contractor, Earth Mechanics, Inc., was granted a short-term license by OCWD for drilling geotechnical borings along the SAR to collect soil data to support bridge foundation design. In June 2021, OCTA contractor, C Below, Inc., received a license from OCWD for pothole excavation along the SAR to verify utility elevations for the same purpose. As reported to the Property Committee at its August 27, 2021 meeting, the agreements had 6-month terms and fees of $1,148.

In support of the Project, OCTA has requested the following TCEs from OCWD, which will be needed from June 2025 to May 2030.

APN(s)	TCE Needed For	Approximate Construction Duration	Schedule
360-212-01	Installation of bat panels for bat mitigation under Tustin Ave bridge	60 months (1 month installation, 1 month removal, and monthly monitoring)	June 2025 – May 2030
360-211-02, 360-212-01, 360-212-02	EB SR-91 bridge widening construction/laydown and access, water diversion for river	46 months	January 2026 – November 2029
346-111-01, 346-121-03, 346-121-02	WB SR-91 water diversion and access	46 months	January 2026 – November 2029
360-211-01	Tustin Ave EB Off-Ramp construction – grading and fence installation	6 months	June 2028 – December 2028

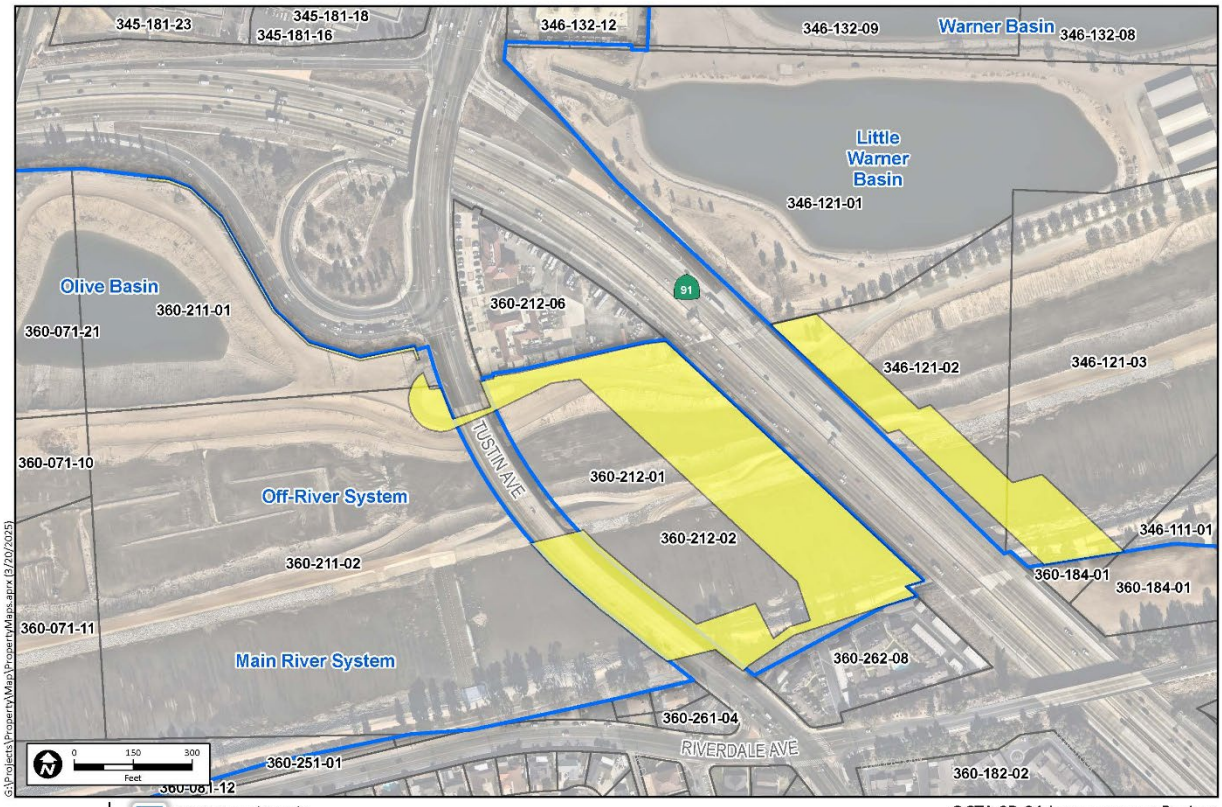
OCTA staff has advised that it plans to send an offer package to OCWD in late March.

Staff will update the committee.

PRIOR BOARD ACTION(S)

N/A

LOCATION MAP



OCWD Owned Parcels

OCTA Temporary Construction Easement

Orange County Parcels (with APN)

OCTA SR-91 Improvement Project

Figure 1

SOURCE: OCWD (03/2025); Nearmap (1/2025); Orange County (2018)

AGENDA ITEM SUBMITTAL

Meeting Date: March 28, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A
Budget Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

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

SUMMARY

The District owns a vacant 19-acre property (Property) in the city of Anaheim, located west of Imperial Highway and south of the Santa Ana River (SAR). Due to the access challenges to the Property for either leasing or development, the Board of Directors authorized staff to hire a traffic engineering firm to evaluate traffic issues pertaining to potential development of access to the Property. Staff will update the Committee.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

The District owns a 19-acre parcel in Anaheim (APN 358-291-01) located west of Imperial Highway and south of the 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. 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 for about 40 years to operate a wholesale container tree nursery and is currently vacant. Sunny Slope terminated its lease in 2022. The District then hired Voit Real Estate for six months to market the Property for lease. Voit had a number of inquiries on the Property, however site access was and continues to be an issue for potential tenants.

Subsequently, with the Board's approval, staff engaged Adams Streeter Engineering to prepare a Site Development Analysis Report for the Property. In developing the report, District staff and Adams Streeter met with City of Anaheim and Caltrans staff to discuss conceptual access to the Property, primarily by developing an intersection or roundabout on Imperial Highway.

City staff expressed concern that a roundabout would not be likely as Imperial Highway has eight lanes, far too many for a roundabout, and that it would likely extend out to the bridge

over the SAR. Caltrans expressed concerns about the access-controlled nature of Imperial Highway, and that an intersection or roundabout could degrade traffic circulation, cause delays, and necessitate specific justification for any alterations to the existing standards. Caltrans suggested that OCWD staff explore alternative options that did not include Imperial Highway, such as a bridge over the SAR. Subsequently, staff met with Adams Streeter and a traffic engineer familiar with projects in the City of Anaheim, Peter Pirzadeh of Pirzadeh and Associates, who confirmed Caltrans' concerns.

At its August 23 meeting, the Committee discussed the final Adams Streeter Report. Given the persistent access challenges to the Property for either leasing or development, Michael Hefner, of Voit, suggested exploring the construction of a bridge from East La Palma Avenue over the SAR. Mr. Hefner indicated that pursuing this option would likely involve acquiring commercial properties and/or securing the necessary Right-of-Way. At its October 2 Board meeting, the Board authorized the execution of an agreement with Voit to evaluate potential access options under a 6-month agreement.

At the January 2025 Committee meeting, Voit reviewed potential access from East La Palma and reported that gaining access from East La Palma would be extremely challenging. In preparation for a possible future meeting with Caltrans to further discuss access from Imperial Highway, the Committee directed staff to investigate hiring a traffic engineering firm to review access options from Imperial Highway and evaluate impacts on traffic loads based on those options. At its February 5 meeting, the Board authorized staff to hire a traffic engineering firm.

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
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 Adams Streeter revising aerial survey of property
November	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

January 2024	Letter sent to Interim Caltrans Director requesting a 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 the 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
July	Draft Site Development Analysis from Adams Streeter
August	Final Site Development Analysis from Adams Streeter
September	Proposal from Voit to evaluate potential access options
October	Board approval to execute agreement with Voit to evaluate potential access options
November	Agreement executed with Voit
February 2025	Board approval to hire a traffic engineer
	Solicited quotes from traffic engineers

PRIOR RELEVANT BOARD ACTIONS

02/05/2025, R25-02-xx: Authorize the General Manager to hire a consultant for traffic engineering services pertaining to potential development of access to the Imperial Highway property in an amount not to exceed $20,000.

10/02/2024, R24-10-124: Approve and authorize execution of an Agreement with Voit Real Estate Services, exploring bridge access options to the Imperial Highway Property for 6-month term, at a rate of $450 per hour, with a total cost not to exceed $7,500.

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

OCWD Owned Parcel (APN 358-291-01)

Sunny Slope Tree Farm Leased Area

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

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

AGENDA ITEM SUBMITTAL

Meeting Date: March 28, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: K. O'Toole/L. Haney

Budgeted: N/A
Budget Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: STATUS UPDATE ON PLANNING OF IN-PLACE REMEDIATION FOR THE PRADO LEAD REMEDIATION PROJECT

SUMMARY

The District is working with the Department of Toxic Substances Control (DTSC) to address soil contamination at former shooting areas at Pigeon Hill and the Former Clay Target Range (FCTR) in Prado Basin. The Board directed staff to pursue In-Place Remediation and approved an updated scope of work and budget to complete the planning of this project. Staff will update the committee.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

OCWD leases property in Prado Basin for hunting and shooting related activities. Areas formerly used for shooting related activities are known to be contaminated with residual lead shot, lead in soil and polyaromatic hydrocarbons (PAHs) contained in clay targets. At the Property Committee in April of 2024, the Board directed staff to pursue In-Place Remediation with a corrective action management unit (CAMU) at the FCTR and soil capping at Pigeon Hill.

In July, the Committee approved an updated scope of work and budget with AECOM to complete the planning phase of the project. This includes the development of a remedial action plan, CEQA documentation, geotechnical studies and CAMU designs.

Staff will update the Committee.

PRIOR RELEVANT BOARD ACTIONS

8/7/2024, R24-8-92 Authorize execution of Amendment #9 to Agreement No.1321 with AECOM in the amount of $445,989 to complete the Remedial Action Plan, Initial Study and Mitigated Negative Declaration (IS/MND) for CEQA compliance and conduct the

remedial design for the In-Place Remediation, including conducting a supporting geotechnical study and vertical profile soil sampling.

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

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

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

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

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

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

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

7/1/15, M15-104 - Authorize issuance of a revised Request for Proposals for a Focused

Remedial Investigation & Feasibility Study of the Prado Shooting Areas (to include a 20-year and 30-year study period).

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