



AGENDA

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

PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
Friday, July 25, 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 **August 6, 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
20 Civic Center, Santa Ana
303 W. Commonwealth Ave., Fullerton
19 Cannery, Buena Park
6158 E Baja Dr, Anaheim

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

ROLL CALL

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

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

VISITOR PARTICIPATION

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

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

CONSENT CALENDAR (ITEMS NO. 1-2)

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

- 1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD JUNE 27, 2025

RECOMMENDATION: Approve minutes as presented

- 2. APPROVAL OF LICENSE AGREEMENT WITH SPECTRUM PACIFIC WEST, LLC (CHARTER COMMUNICATIONS) FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND FIBER OPTIC FACILITIES

RECOMMENDATION: Agendize for August 6 Board meeting: Approve the License Agreement between OCWD and Spectrum Pacific West, LLC (Charter Communications) for the non-exclusive use of OCWD property adjacent to South Tustin Avenue in Anaheim for the installation, maintenance, and operation of underground fiber optic facilities for a 10-year term and one-time fee of \$6,514.

MATTER FOR CONSIDERATION

- 3. ORANGE COUNTY TRANSIT AUTHORITY TEMPORARY CONSTRUCTION EASEMENT REQUEST FOR STATE ROUTE 91 IMPROVEMENTS

RECOMMENDATION: Agendize for August 6 Board meeting: Approve the compensation offer from the Orange County Transportation Authority in the amount of \$72,480, which includes \$60,400 in compensation for Temporary Construction Easements and a \$12,080 incentive payment.

INFORMATIONAL ITEMS

- 4. STATUS UPDATE REGARDING DISTRICT LESSEE, THE ADVENTURE LAGOON (AQUAPARK), AT MIRALOMA BASIN
- 5. STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY
- 6. 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 AUGUST 6 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
JUNE 27, 2025 @ 12:00 p.m.

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

Committee

Steve Sheldon
Natalie Meeks
Fred Jung
Roger Yoh
Cathy Green

Alternates

Dina Nguyen (absent)
Valerie Amezcua
Van Tran
Erik Weigand
Denis Bilodeau

OCWD Staff

John Kennedy, General Manager
Bruce Dosier, Director of IS/Property Management
Daniel Park, Property Manager
Mehul Patel, Executive Director
Ben Smith, Director of Recharge
Adam Hutchinson, Recharge Planning Manager
Sheryl Parsons, Natural Resources Director
Jeremy Jungreis, General Counsel
Leticia Villarreal, Assistant District Secretary

CONSENT CALENDAR (ITEMS NO. 1-3)

Bruce Dosier, Director of IS/Property Management, noted one correction on the consent calendar stating that Item 2 and Item 4 Amendments are to commence July 1, 2025 not July 15, 2025.

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

Ayes: Sheldon, Meeks, Jung, Yoh, Green

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held May 9, 2025 were approved as presented.

2. Amendment to Duck Hunting Lease with Prado Basin Duck Club

Recommended for approval at July 16 Board meeting: Approve and authorize execution of Amendment Twenty to the lease with Prado Basin Duck Club to extend the duck hunting concession on District property in the Prado Basin for the 2025-26 season, with a new expiration date of June 30, 2026

3. License Agreement with USACE for Installation of Water Level Sensors/Dataloggers in the Prado Basin

Recommended for approval ay July 16 Board meeting: Authorize the General Manager to execute a 5-year license agreement with USACE for datalogger installation in the Prado Basin

MATTER FOR CONSIDERATION

4. Amendment to Duck Hunting Lease and Consent to Prado Pond Maintenance with Elaine Raahauge D.B.A. Mike Raahauge's Shooting Enterprises

Bruce Dosier, Director of IS/Property Management, reported that this item concerns the annual renewal of the lease with Mike Raahauge's Shooting Enterprises (MRSE). He noted that, for this year, a new consent provision has been included in the lease to allow MRSE to perform maintenance on the wetlands located on the property. Mr. Dosier explained that the District and MRSE reached a mutually agreed-upon maintenance arrangement under which MRSE would maintain the premises, thereby reducing the operational burden on District staff. Under this arrangement, the District will continue to maintain the East Ponds, as well as the road and infrastructure, while MRSE will be responsible for other maintenance activities. Additionally, MRSE is required to submit any proposed expenses to the District for prior approval by the Board.

Upon motion by Director Green, seconded by Director Meeks and carried [5-0], the Committee recommended for approval at the July 16 Board meeting: Approve and authorize execution of Amendment Twenty-Four to Lease and Consent to Prado Pond Maintenance with Elaine Raahauge, d.b.a. Mike Raahauge Shooting Enterprises (MRSE) to extend the duck hunting concession on District property in the Prado Basin for the 2025-26 season, with a new expiration date of June 30, 2026 and allows MRSE to perform maintenance to the Prado Ponds

AYES: Sheldon, Meeks, Jung, Yoh, Green

INFORMATIONAL ITEMS

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

Mr. Dosier reported that Staff received a preliminary EIR from the city of Anaheim to review before it went to the public. Staff reviewed and provided comments and returned to the city and is now waiting for the Draft EIR to go out to the public. He also noted to the Committee that the District is still waiting to receive a draft MOU from the city of Anaheim.

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

Mr. Dosier recalled that the District was going to hire Dudek to do traffic operations analysis and come up with different design options for the proposed intersection. After some negotiation and legal counsel review, the contract was finally executed and will begin to move forward with the work.

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

Mr. Dosier provided a brief update on behalf of Senior Planner Kevin O'Toole. He reported that staff had received the internal draft of the Initial Study/Mitigated Negative Declaration (IS/MND) and as required by California Environmental Quality Act (CEQA) and the Remedial Action Plan from AECOM, staff is actively reviewing both documents and providing comments on the document before they are made to the public.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:23 p.m.

Steve Sheldon, Chair

AGENDA ITEM SUBMITTAL

Meeting Date: July 25, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budgeted Amount: N/A

Revenue Estimate: \$6,514 for 10-year term

Funding Source: N/A

Program/ Line Item No. N/A

General Counsel Approval: Yes

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: APPROVAL OF LICENSE AGREEMENT WITH SPECTRUM PACIFIC WEST, LLC (CHARTER COMMUNICATIONS) FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND FIBER OPTIC FACILITIES

SUMMARY

Spectrum Pacific West, LLC (Charter Communications) is requesting approval of a non-exclusive License Agreement to install and maintain underground fiber optic equipment beneath a portion of OCWD's property adjacent to the southbound entrance of Tustin Avenue leading to OCWD's maintenance access road in Anaheim. The agreement outlines designated areas for construction and maintenance access, includes a one-time license fee based on an independent appraisal, and requires prior written approval from OCWD for any work that could affect District operations.

Attachment: License Agreement

RECOMMENDATION

Agendize for August 6 Board meeting: Approve the License Agreement between OCWD and Spectrum Pacific West, LLC (Charter Communications) for the non-exclusive use of OCWD property adjacent to South Tustin Avenue in Anaheim for the installation, maintenance, and operation of underground fiber optic facilities for a 10-year term and one-time fee of \$6,514.

DISCUSSION/ANALYSIS

Charter Communications is seeking access to a portion of OCWD-owned property adjacent to the southbound entrance of South Tustin Avenue leading to OCWD's maintenance access road in Anaheim, located north of the Santa Ana River. The purpose of the request is to install, operate, maintain, and, if necessary, remove fiber optic cables and associated infrastructure.

The License Agreement identifies a Temporary Construction Area for use during the initial installation period, limited to seven days unless an extension is granted in writing by

OCWD. It also defines a Maintenance License Area to allow long-term access to the installed facilities.

All installation plans, design modifications, or physical alterations must be submitted in advance for written approval by OCWD. No construction, removal, or other activities may occur without prior authorization from the District. The General Manager, or their designee, is authorized to review and approve such requests. In addition, the Licensee must provide at least 14 days' written notice before performing any work that may interfere with District operations, including the use of the adjacent access road. OCWD reserves the right to approve or deny such activities in writing.

The License is non-exclusive, meaning OCWD may grant other licenses over the same property as long as those uses do not unreasonably interfere with Charter's operations. Either party may terminate the agreement, with or without cause, by providing 30 days' written notice.

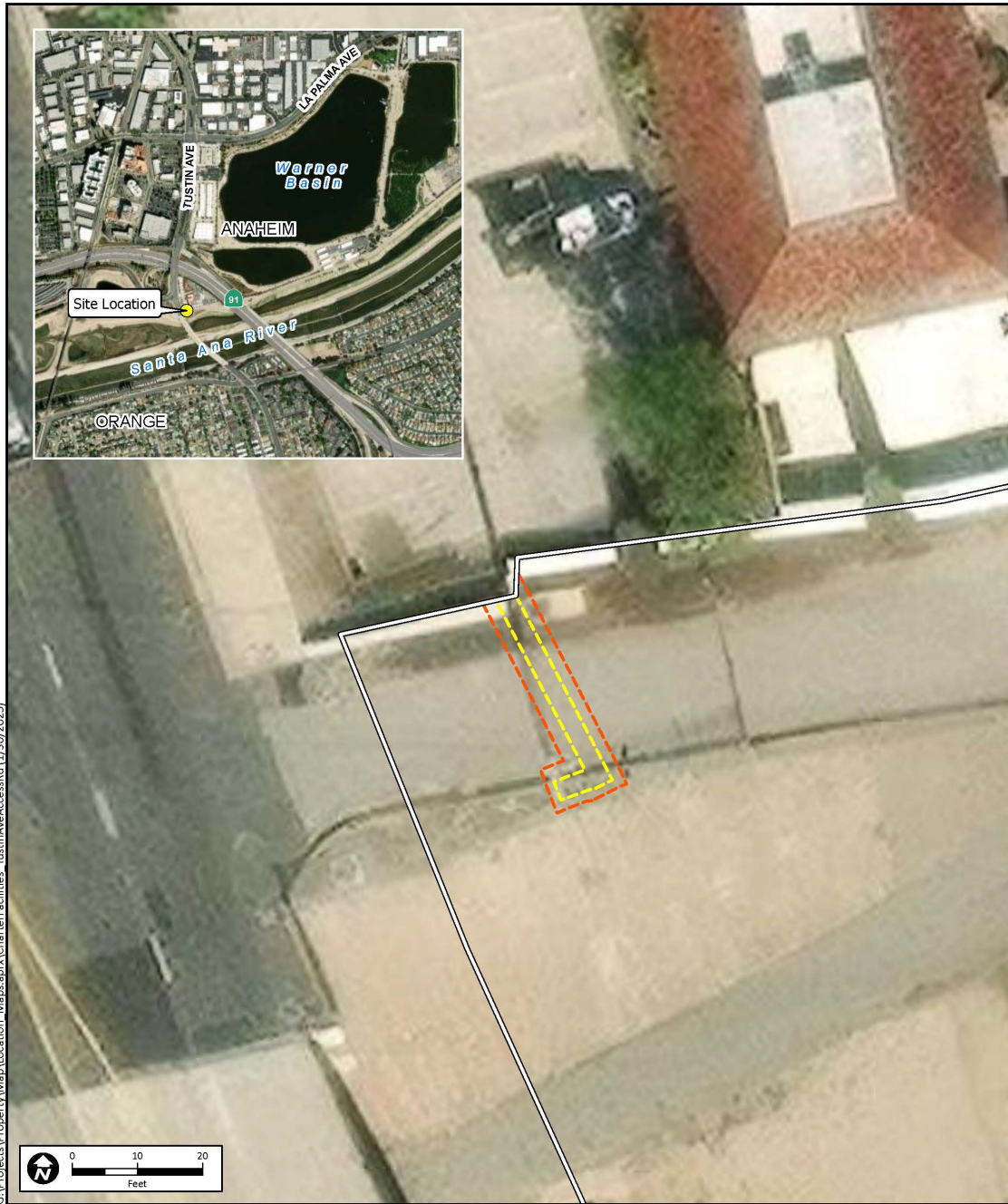
The one-time fee of \$6,514 is based on an independent appraisal conducted by NorthStar Appraisal Services submitted by Charter Communications. The fee reflects 10 percent of the appraised value for a 110-square-foot area and includes a three percent annual Consumer Price Index (CPI) escalation over the 10-year term of the agreement.

Staff recommends approval of the License Agreement.

PRIOR BOARD ACTION(S)

N/A

LOCATION MAP



G:\Projects\Property\Map\Location_Maps.aprx\CharterFacilities_JustinAveAccessRd (1/30/2025)



- OCWD Property
- Maintenance License Area
- Temporary Construction Area

Location Map

SOURCE: OCWD (01/2025)

LICENSE AGREEMENT

*(Charter Communications)
(Tustin Ave Southbound Entrance to Access Road)*

This License Agreement (“License”) is made and entered into as of _____ by and between the **ORANGE COUNTY WATER DISTRICT**, a special act district of the State of California organized under Chapter 924 of the Statutes of 1933, as amended (“OCWD”), and **SPECTRUM PACIFIC WEST, LLC**, a limited liability company (“Licensee”).

PART I

FUNDAMENTAL LICENSE TERMS

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

1.1.1 Licensed Property: A portion of the OCWD property located to the north of the Santa Ana River (SAR), adjacent to South Tustin Avenue in the City of Anaheim, County of Orange, State of California, as depicted on the map included as Part IV attached hereto and incorporated herein by this reference (the “Premises”). The Premises includes both a “Temporary Construction Area” as shown on Part V attached hereto and incorporated herein by this reference and a “Maintenance License Area” as shown on Part VI which is attached hereto and incorporated herein by this reference.

1.1.2. Non-Exclusive Use of Premises: For the term of this License, including any extensions or renewals, Licensee shall use the Premises for the following purposes: installation, maintenance, operation, repair, replacement, and removal of communications conduits and associated infrastructure approved in advance by OCWD (the “Facilities”), including fiber optic cables, wires, and vaults, beneath the surface of the Premises.

The Temporary Construction Area is intended solely for the installation of the Facilities and shall be used only during the construction phase. The Licensee shall complete all construction activities within seven (7) days of the commencement date of this License, unless an extension is agreed to in writing by OCWD. The Temporary Construction Area shall not be used for any other purposes without OCWD’s prior written consent. Upon completion of the installation, the Licensee shall vacate the Temporary Construction Area and restore the Premises in accordance with Section 2.7 below. After installation, the Maintenance License Area will be used for the ongoing maintenance, security, and operation of the Facilities for the term of this License.

The License is non-exclusive. OCWD and other licensees may be granted the right to use the Premises in a manner that does not unreasonably impact Licensee’s use of the Premises consistent with this License or its rights hereunder.

1.1.3. Design & Modifications Subject to OCWD Approval. The design and location of the Facilities shall require advance written approval of OCWD and no installation, construction, removal, or physical modifications to any Facilities shall occur without express written approval from OCWD. Once installed in the form approved by OCWD, the physical appearance of the Facilities shall not be modified or altered without the prior written approval of OCWD which may be granted or withheld in OCWD’s sole discretion. The General Manager of OCWD or his or her designee shall have the authority to implement this Paragraph 1.1.3.

1.1.4. Notification for Disruptions. Licensee shall notify OCWD at least fourteen (14) days in advance of any installation, maintenance or repair work, or any other use of the Premises by Licensee that may disrupt OCWD’s use of the access road or impact its operations. OCWD’s General Manager shall have the right to approve or disapprove, in writing, any work that would interfere with its ongoing use of the Premises.

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

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

Licensee: _____

1.3 License Consideration: As consideration for the issuance of this License, Licensee shall pay to OCWD a one-time sum of **\$6,514** for the term of the License (“License Fee”) in accordance with Part II (General Provisions).

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

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

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Map of the Premises
- Part V: Temporary Construction Area
- Part VI: Maintenance License Area

Part VII: Abandoned Existing Property

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

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

<p>“LICENSOR”</p> <p>ORANGE COUNTY WATER DISTRICT, a special act district of the State of California organized under Chapter 924 of the Statutes of 1933, as amended</p> <p>By: _____ Denis Bilodeau, President</p> <p>By: _____ John Kennedy, General Manager</p> <p>APPROVED AS TO FORM: RUTAN & TUCKER, LLP.</p> <p>_____ General Counsel, Orange County Water District</p> <p>8/01/2017</p>	<p>“LICENSEE”</p> <p>SPECTRUM PACIFIC WEST, LLC</p> <p>By: Charter Communications, Inc., Its Manager</p> <p>By: _____ Name: Cory P. Hoyt Title: Area Vice President, Field Operations</p> <p><i>[Note: Licenses issued to corporations require the signature of two corporate officers]</i></p> <p>Licensee Information:</p> <p>Charter Communications 3430 E Miraloma Ave Anaheim, Ca 92806 Attn: Area Vice President, Field Operations</p> <p>With a copy to: Charter Communications 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Operations</p>
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PART II

GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

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

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

2.2 Charges for Payment of License Fee

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

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

2.2.3 Acceptance by OCWD of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent

payment, or in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

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

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraphs 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.

2.3.1.2 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.

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

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

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

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

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

2.4.1 Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance as required by the State of California with Statutory Limits and employer's liability insurance with limits 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 below the coverage required by this Agreement, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation or reduction of coverage."

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

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

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

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the

project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD), or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

2.4.1.4 Intentionally Omitted.

2.4.2 Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2, 2.4.1.3, and 2.4.1.4 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to OCWD and contain the following separate endorsements:

(a) "The Orange County Water District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with 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.”

2.4.3 Evidence of Coverage: Licensee shall at the time of the execution of the License present to OCWD a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least fifteen (15) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with OCWD. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.4 Review of Coverage: OCWD shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of OCWD, the insurance provisions in this License do not provide adequate protection for OCWD, OCWD shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement and the Parties shall execute an amendment to the Agreement memorializing the same. 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. Increases in insurance requirements which increase the costs of Licensee may be subject to reductions in the compensation provided by Licensee to OCWD hereunder as the same may be set forth in an amendment to this Agreement approved by the Parties.

2.4.5 Intentionally Omitted.

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

2.5 Indemnification

2.5.1 OCWD not Liable: OCWD shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License. OCWD understands and agrees that Licensee disclaims and shall not be responsible for nor have any

obligation to indemnify for any liability to the full extent that such arises from OCWD's misrepresentation with regard to or noncompliance with the terms of this License, OCWD's failure to comply with applicable law, and/or OCWD's gross negligence or willful misconduct. OCWD is solely responsible for its officers, directors, employees, representatives, volunteers, and their respective personnel, and their acts and omissions. ("OCWD Exceptions")

2.5.2 Indemnification: Irrespective of any insurance carried by Licensee for the benefit of OCWD, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify and hold OCWD, its officers, directors, employees, representatives 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 or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of OCWD, and/or acts for which the OCWD would be held strictly liable, subject to Section 2.5.1 ~~but excluding the sole active negligence and willful misconduct of OCWD~~. In connection therewith:

2.5.2.1 Licensee shall defend and hold OCWD, its officers, employees, agents, representatives and volunteers, harmless from any and all third-party 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 Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

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

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

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

2.6 Legal Relations and Responsibilities

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

2.6.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, ~~whether by Licensee or any person or entity holding under Licensee~~, subject to Section 2.5.1.

2.6.3 Assignment:

This License is not transferable by Licensee, except that Licensee may assign this License to (a) any parent, affiliate, or subsidiary of Licensee, (b) any partnership in which Licensee has a controlling interest, or (c) any entity which succeeds to all or substantially all of Licensee's assets or ownership interests, or the cable system operated by Licensee (or its affiliate or subsidiary) which serves the municipality in which the Premises is located, whether by merger, sale or otherwise, provided that such successor also succeeds to the cable television franchise agreement held by Licensee (or its parent, affiliate or subsidiary) for the municipality in which the property is located. Any nonpermitted assignment will automatically terminate this License unless Licensee has obtained the prior written consent of OCWD. Licensee's failure to remedy a default within thirty (30) days following Licensee's receipt of written notice from Licensor concerning such failure and defaults, will automatically terminate this License.

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

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

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

2.6.7 OCWD's Reservations

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

2.6.7.2 OCWD hereby reserves the right to sell, transfer 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 License, this License 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 Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

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

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

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

2.6.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for sixty (60) or more days after such event shall at OCWD's opinion, be deemed to have been abandoned and transferred to OCWD. OCWD shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and OCWD shall have no duty to account for such property. Licensee agrees to reimburse OCWD for any and all costs associated with OCWD transferring or disposing of Licensee's personal property pursuant to this Section.

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

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

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

Licensee shall pay to OCWD its costs and expenses incurred in such suit, including reasonable attorneys' fees, subject to Sections 2.5.1 and 2.5.2.

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

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

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

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

2.7 Maintenance and Repair of Premises

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

2.7.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, OCWD shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within 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 Licensee to OCWD within ten (10) days of Licensee's receipt of a statement of such costs from OCWD. Any such maintenance, repair or replacement by or on behalf of OCWD shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.8 Miscellaneous

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

If to OCWD:

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

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

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

 Charter Communications
 3430 E Miraloma Ave
 Anaheim, Ca 92806
 Attn: Area Vice President, Field Operations

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attn: Legal Operations

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 whom directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

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

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

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

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

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

2.8.7 Re-Entry: No entry or re-entry into the Premises by OCWD shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by OCWD to Licensee. OCWD's entry into possession of the

Premises without having elected to terminate shall not prevent OCWD from making such an election and giving Licensee notice thereof.

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

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

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

PART III

SPECIAL LICENSE PROVISIONS

3.1 The following terms are hereby added to Paragraph 2.6.10 (Disposition of Abandoned Property)

2.6.10.1 Abandonment of Existing Property: Licensee acknowledges its intent to abandon property currently located on OCWD property, outside the Premises, as detailed in Part VII of this License. Should OCWD require the removal of this abandoned property, OCWD shall do so in accordance with the procedures set forth in Paragraph 2.6.10, and the Licensee shall reimburse OCWD for any costs incurred in connection with such removal and disposal.

3.2 The following terms are hereby added to Section 2.7 (Maintenance and Repair of Premises):

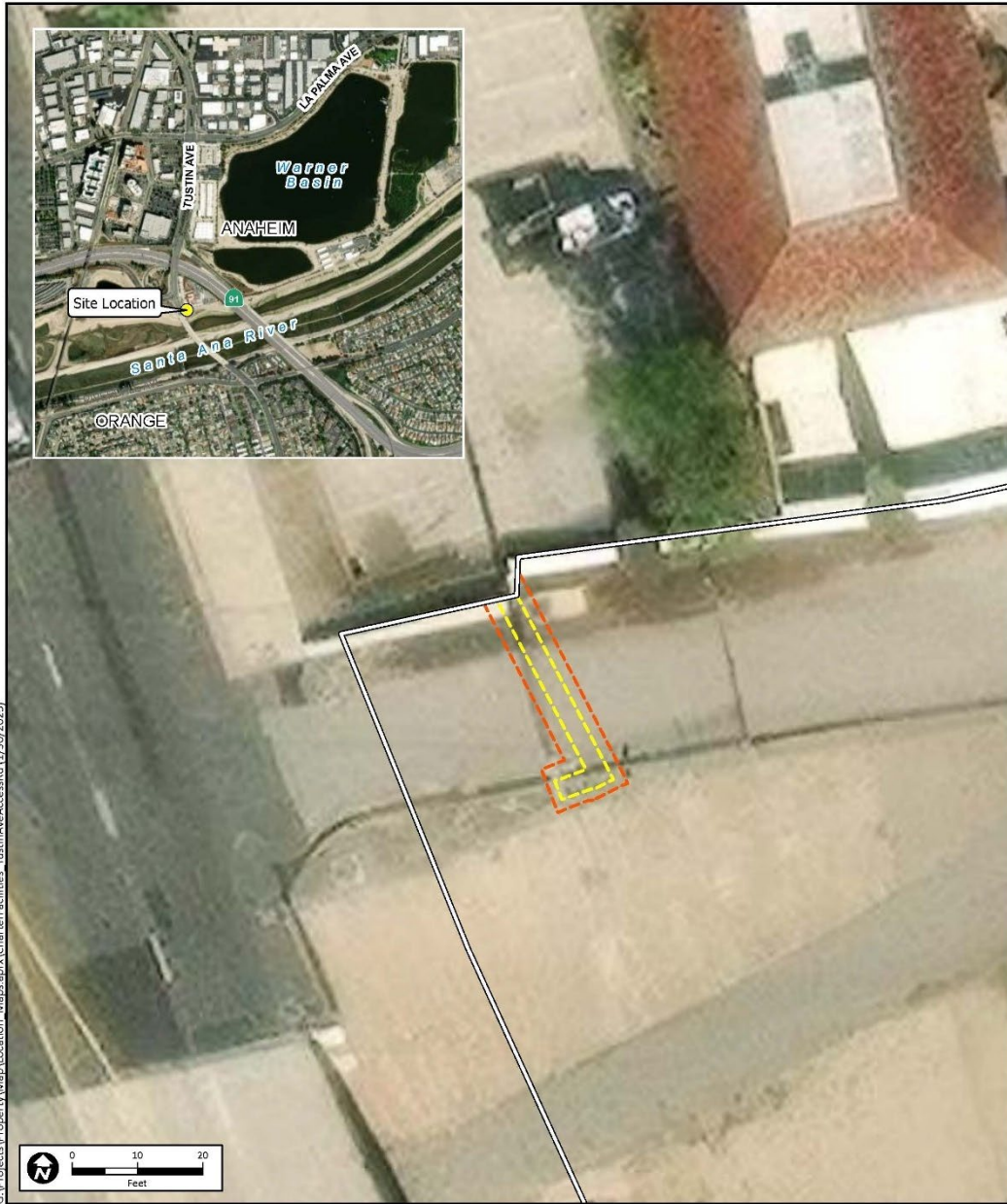
2.7.3 Licensee shall, at its own expense, repair any damage to the asphalt road, landscaping, or other surface features on the Premises caused during the installation and ensure that restoration complies with all applicable zoning, regulatory, and environmental requirements. Such repairs must be performed in a manner that minimizes the impact to the surface and restores the Premises to its original condition, subject to the approval of OCWD's General Manager. Licensee shall provide OCWD with detailed plans for proposed restoration prior to commencing any work.

2.7.4 Licensee is responsible for the proper disposal of all debris and materials generated or used during the installation, maintenance, or removal of the Facilities. All disposal must be conducted in accordance with applicable environmental laws, regulations, and best practices. Licensee shall not dispose of any hazardous materials on the Premises and must bear the costs of proper disposal. Licensee shall provide OCWD with written documentation of disposal methods upon request.

2.7.5 Licensee shall comply with all federal, state, and local environmental laws, zoning ordinances, and regulatory requirements pertaining to the installation, operation, maintenance, and removal of the Facilities. Licensee shall also obtain any necessary permits and approvals required for the installation and operation of the Facilities. Upon request, Licensee shall provide OCWD with evidence of compliance with such laws and regulations.

PART IV

Map of the Premises



G:\Projects\Property\Map\Location_Map.aprx\Charter\Facilities_TustinAveAccessRd (1/30/2025)



- OCWD Property
- Maintenance License Area
- Temporary Construction Area

Location Map

SOURCE: OCWD (01/2025)

PART V

Temporary Construction Area

**EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION LICENSE AREA**

A STRIP OF LAND 5.00 FEET WIDE OVER, UNDER AND ACROSS THAT PORTION OF LOT 3 IN SECTION 5 AND LOT 4 IN SECTION 4, BOTH IN TOWNSHIP 4 SOUTH, RANGE 9 WEST, S.B.B.M., LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

CENTERLINE 1:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF TUSTIN AVENUE (FORMERLY JEFFERSON STREET) WITH THE NORTHERLY LINE OF THAT PORTION OF SAID LOT 3 DESCRIBED AS "PARCEL 1" IN A DEED TO THE ORANGE COUNTY WATER DISTRICT, RECORDED IN BOOK 969, PAGE 346, OFFICIAL RECORDS; THENCE NORTH 75° 18' 30" EAST 80 FEET, MORE OR LESS, ALONG SAID NORTHERLY LINE TO A POINT IN THE WEST LINE OF THAT CERTAIN PORTION OF SAID LOT 4 GRANTED TO THE ORANGE COUNTY WATER DISTRICT BY DEED RECORDED OCTOBER 13, 1936 IN BOOK 840, PAGE 444 OF SAID OFFICIAL RECORDS, DISTANT 850.87 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 4; THENCE RETRACING ALONG SAID NORTHERLY LINE, SOUTH 75° 18' 30" WEST 1.55 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 28° 49' 55" EAST 29.97 FEET TO AN EXISTING UTILITY BOX, HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 28° 49' 55" EAST 2.50 FEET TO A **POINT OF TERMINUS**.

CENTERLINE 2:


BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE SOUTH 67° 21' 47" WEST 6.74 FEET TO A **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE ON THE NORTHERLY LINE OF SAID "PARCEL 1" AND AT RIGHT ANGLES TO THE CENTERLINE AT EACH POINT OF TERMINUS.

CONTAINING 185 SQFT MORE OR LESS (0.003 ACRES)

ATTACHED HERETO IS DRAWING LABELED AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT (BUS. & PROF. CODE §8700).

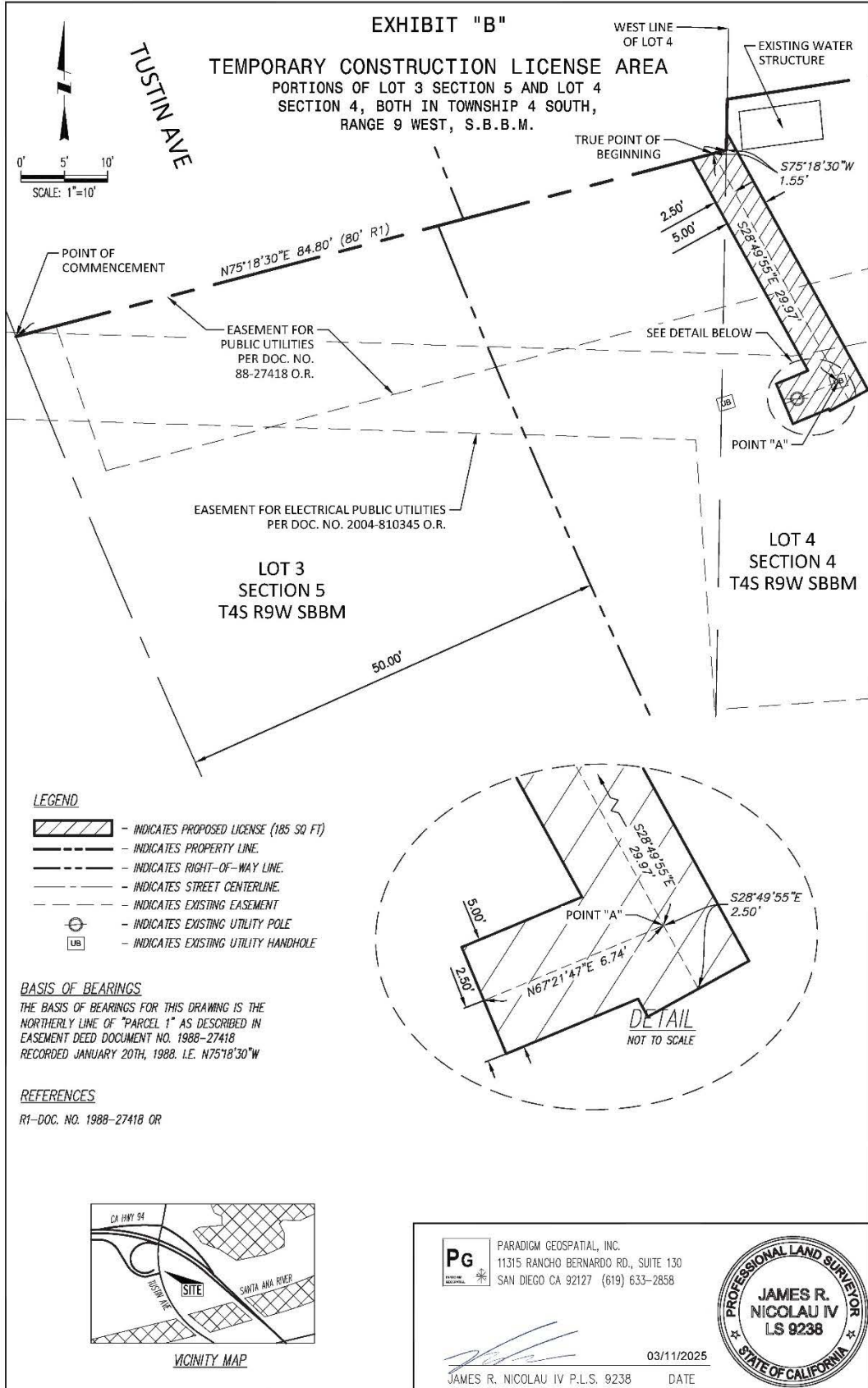


JAMES R. NICOLAU IV

03/11/2025

DATE





PART VI

Maintenance License Area

**EXHIBIT "A"
LEGAL DESCRIPTION
MAINTENANCE LICENSE AREA**

A STRIP OF LAND 3.00 FEET WIDE OVER, UNDER AND ACROSS THAT PORTION OF LOT 3 IN SECTION 5 AND LOT 4 IN SECTION 4, BOTH IN TOWNSHIP 4 SOUTH, RANGE 9 WEST, S.B.B.M., LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

CENTERLINE 1:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF TUSTIN AVENUE (FORMERLY JEFFERSON STREET) WITH THE NORTHERLY LINE OF THAT PORTION OF SAID LOT 3 DESCRIBED AS "PARCEL 1" IN A DEED TO THE ORANGE COUNTY WATER DISTRICT, RECORDED IN BOOK 969, PAGE 346, OFFICIAL RECORDS; THENCE NORTH 75° 18' 30" EAST 80 FEET, MORE OR LESS, ALONG SAID NORTHERLY LINE TO A POINT IN THE WEST LINE OF THAT CERTAIN PORTION OF SAID LOT 4 GRANTED TO THE ORANGE COUNTY WATER DISTRICT BY DEED RECORDED OCTOBER 13, 1936 IN BOOK 840, PAGE 444 OF SAID OFFICIAL RECORDS, DISTANT 850.87 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 4; THENCE RETRACING ALONG SAID NORTHERLY LINE, SOUTH 75° 18' 30" WEST 1.55 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 28° 49' 55" EAST 29.97 FEET TO AN EXISTING UTILITY BOX, HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 28° 49' 55" EAST 1.50 FEET TO A **POINT OF TERMINUS**.

CENTERLINE 2:


BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE SOUTH 67° 21' 47" WEST 6.74 FEET TO A **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE ON THE NORTHERLY LINE OF SAID "PARCEL 1" AND AT RIGHT ANGLES TO THE CENTERLINE AT EACH POINT OF TERMINUS.

CONTAINING 110 SQFT MORE OR LESS (0.003 ACRES)

ATTACHED HERETO IS DRAWING LABELED AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT (BUS. & PROF. CODE §8700).



JAMES R. NICOLAU IV

03/11/2025

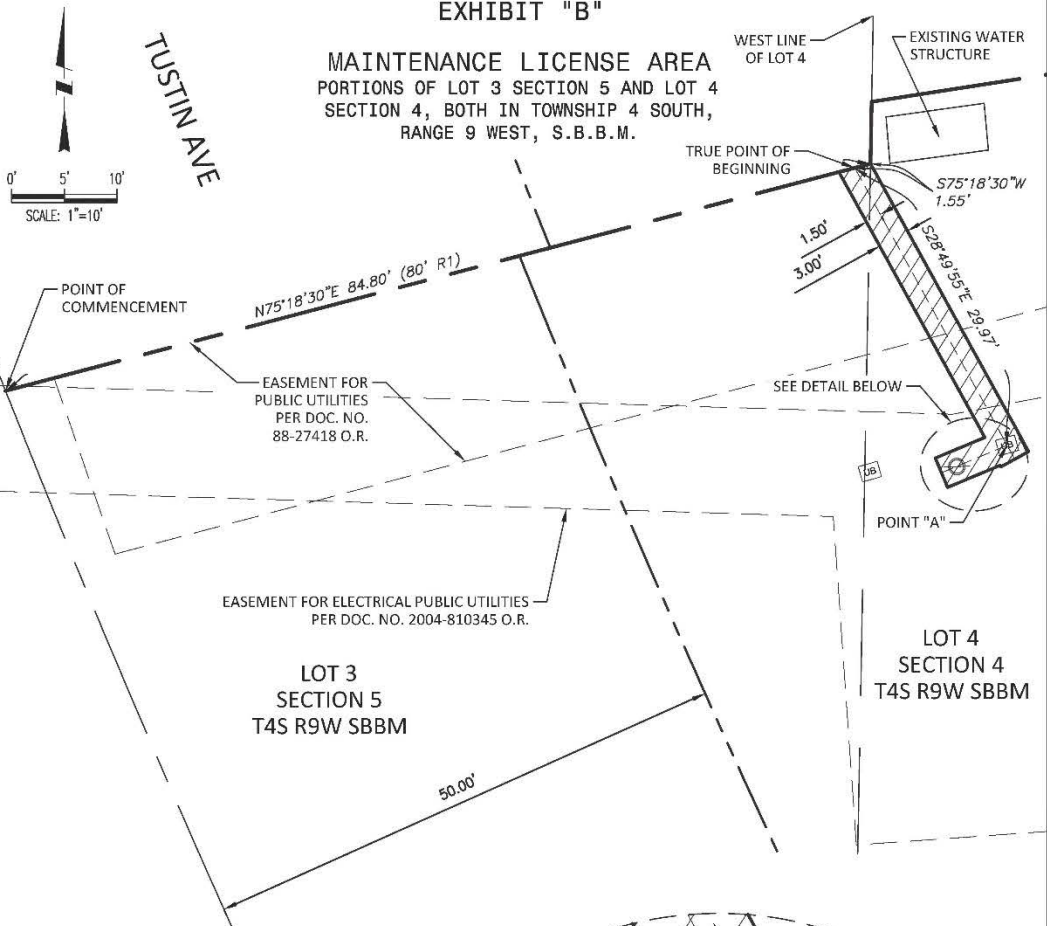
DATE



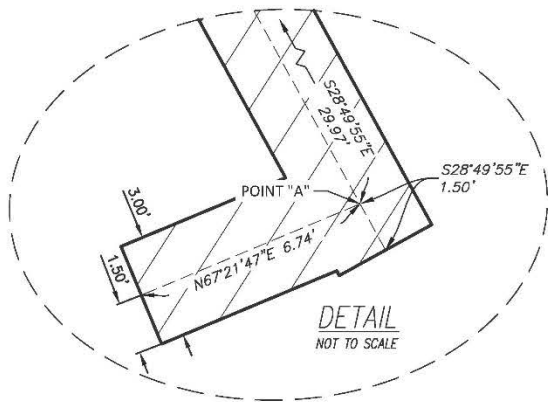
EXHIBIT "B"

MAINTENANCE LICENSE AREA
 PORTIONS OF LOT 3 SECTION 5 AND LOT 4
 SECTION 4, BOTH IN TOWNSHIP 4 SOUTH,
 RANGE 9 WEST, S.B.B.M.

TUSTIN AVE

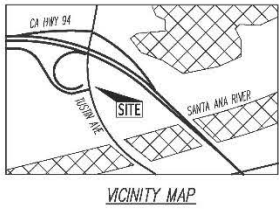


- LEGEND**
- INDICATES PROPOSED LICENSE (110 SQ FT)
 - INDICATES PROPERTY LINE.
 - INDICATES RIGHT-OF-WAY LINE.
 - INDICATES STREET CENTERLINE.
 - INDICATES EXISTING EASEMENT
 - INDICATES EXISTING UTILITY POLE
 - INDICATES EXISTING UTILITY HANDHOLE



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS DRAWING IS THE
 NORTHERLY LINE OF "PARCEL 1" AS DESCRIBED IN
 EASEMENT DEED DOCUMENT NO. 1988-27418
 RECORDED JANUARY 20TH, 1988. I.E. N75°18'30"W

REFERENCES
 R1-DOC. NO. 1988-27418 OR

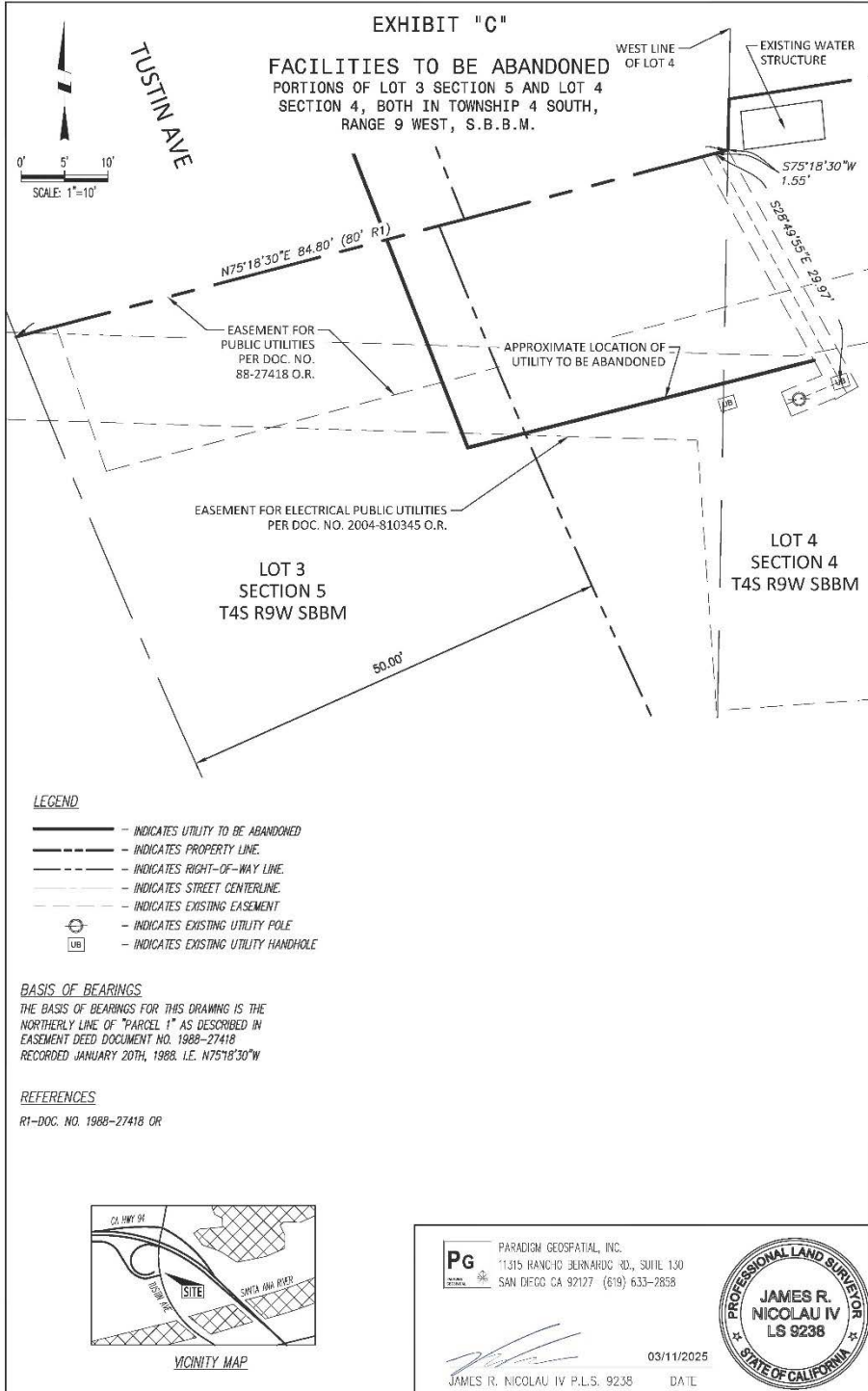


Pg PARADIGM GEOSPATIAL, INC.
 11315 RANCHO BERNARDO RD., SUITE 130
 SAN DIEGO CA 92127 (619) 633-2858



[Signature] 03/11/2025
 JAMES R. NICOLAU IV P.L.S. 9238 DATE

PART VII
Abandoned Existing Property



AGENDA ITEM SUBMITTAL

Meeting Date: July 25, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budgeted Amount: N/A

Revenue Estimate: \$72,480

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 TEMPORARY CONSTRUCTION
EASEMENT REQUEST FOR STATE ROUTE 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 and 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 (June 2025 to May 2030) to facilitate construction activities. Staff will update the Committee.

Attachment: Location Map

RECOMMENDATION

Agendize for August 6 Board meeting: Approve the compensation offer from the Orange County Transportation Authority in the amount of \$72,480, which includes \$60,400 in compensation for Temporary Construction Easements and a \$12,080 incentive payment.

DISCUSSION/ANALYSIS

OCTA, in partnership with Caltrans, is currently implementing a three-segment project to improve SR-91 between SR-57 and 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. These improvements will require portions of OCWD property located in Anaheim at the Tustin Avenue Bridge, 91 freeway Bridge, and the Tustin Avenue

eastbound off-ramp. Planned improvements include the addition of a new eastbound auxiliary lane on SR-91 and reconstruction of the Tustin Avenue overcrossing. The new bridge design will incorporate enhanced safety features, including standard-width lanes, shoulders, sidewalks, and bike lanes.

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.

As part of Segment 2 construction, OCTA has identified multiple OCWD parcels where Temporary Construction Easements (TCEs) will be required. The table below summarizes each parcel’s intended use and the expected construction timeline:

APN(s)	TCE Needed For	Approximate Construction Duration	Schedule
360-212-01	Installation of bat panels for bat mitigation, relocating them 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

In support of this work, OCTA has submitted an offer package to OCWD that includes an appraisal prepared by CBRE, a draft Right-of-Way Contract, and supporting documentation for the Temporary Construction Easements (TCEs).

At OCWD’s request, CBRE assessed the value of the areas where the temporary easements are proposed—totaling about 9.88 acres along the Santa Ana River near Tustin Avenue and SR-91. Because this land is part of the river channel and is zoned for open space and water use, it cannot be developed. As such, it was evaluated based on its limited use as part of the broader river corridor, rather than as a typical piece of commercial or residential property.

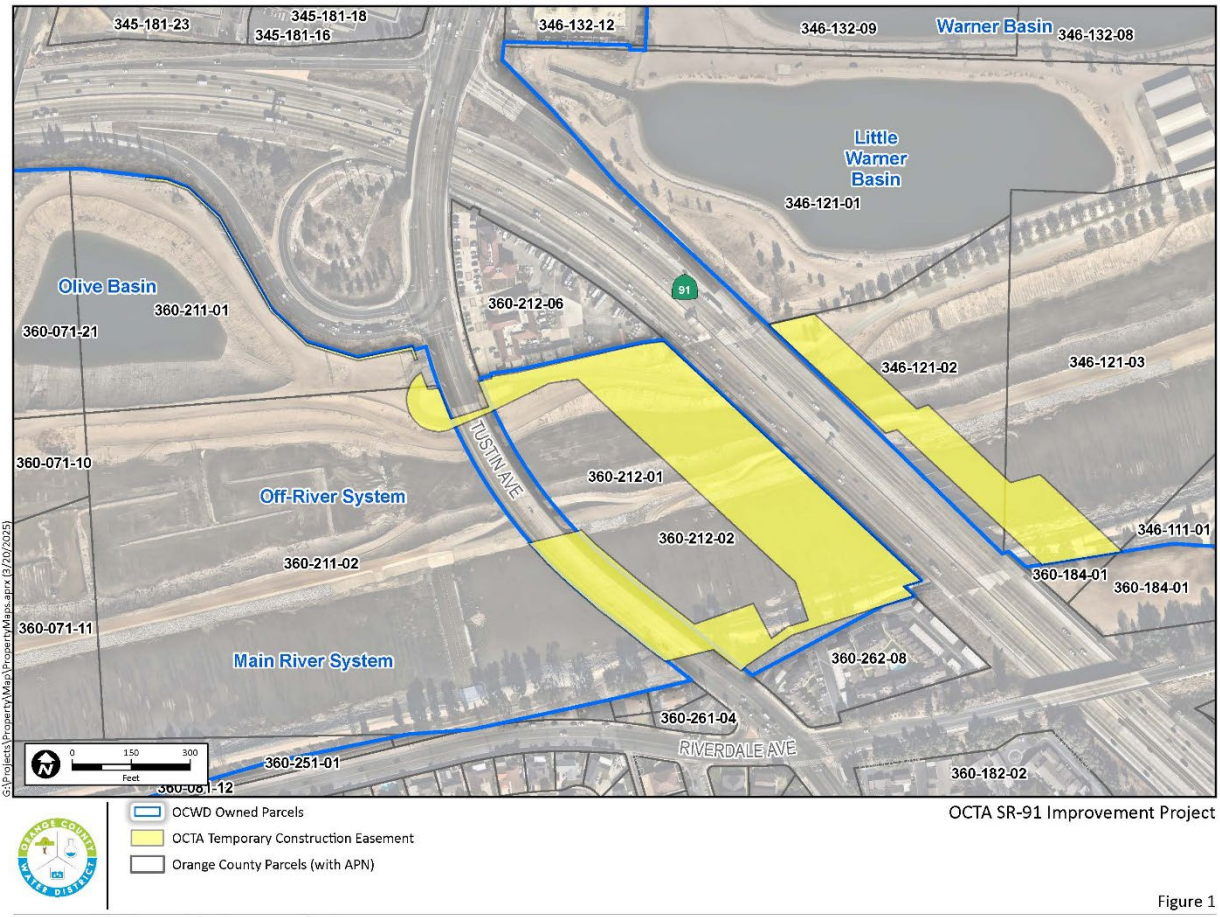
Based on this analysis, CBRE concluded the fair market value of the temporary easements is \$60,400. OCTA is also offering a 20% incentive payment of \$12,080, contingent on OCWD’s timely acceptance of the offer, bringing the total proposed compensation to \$72,480.

Staff recommends Board approval of the compensation amount while both parties continue to finalize the Right-of-Way Contract and easement documents. OCTA will also provide the Committee with a brief project overview.

PRIOR BOARD ACTION(S)

N/A

LOCATION MAP



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

AGENDA ITEM SUBMITTAL

Meeting Date: July 25, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budgeted Amount: N/A

Revenue 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 DISTRICT LESSEE, THE ADVENTURE LAGOON (AQUAPARK), AT MIRALOMA BASIN

SUMMARY

Anaheim Adventure Park, LLC holds a lease with the District to develop and operate The Adventure Lagoon, a recreational aquapark facility located at Miraloma Basin in Anaheim. Mr. David Wabiszewski, President of The Adventure Lagoon, will provide the Committee with a status update on current operations.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

Mr. Wabiszewski currently operates The Adventure Lagoon (Aquapark) at the District's Miraloma Basin, a Groundwater Replenishment System (GWRS) recharge basin. The facility features a series of connected inflatable devices forming a floating obstacle course, along with non-motorized recreational amenities such as paddleboards and rafts.

The Aquapark became fully operational by April 2021. Since its opening, the District has collected a total of \$351,244 in lease payments (2021 – \$68,350; 2022 – \$90,780; 2023 – \$84,057; 2024 – \$108,057).

Mr. Wabiszewski will provide an update to the Committee on current operations.

PRIOR RELEVANT BOARD ACTIONS

9/7/2022 R22-9-121 – Approving General Manager to negotiate and execute a lease amendment with Anaheim Adventure Park LLC at Miraloma Basin to Operate a Pumpkin Patch and Christmas Tree Lot.

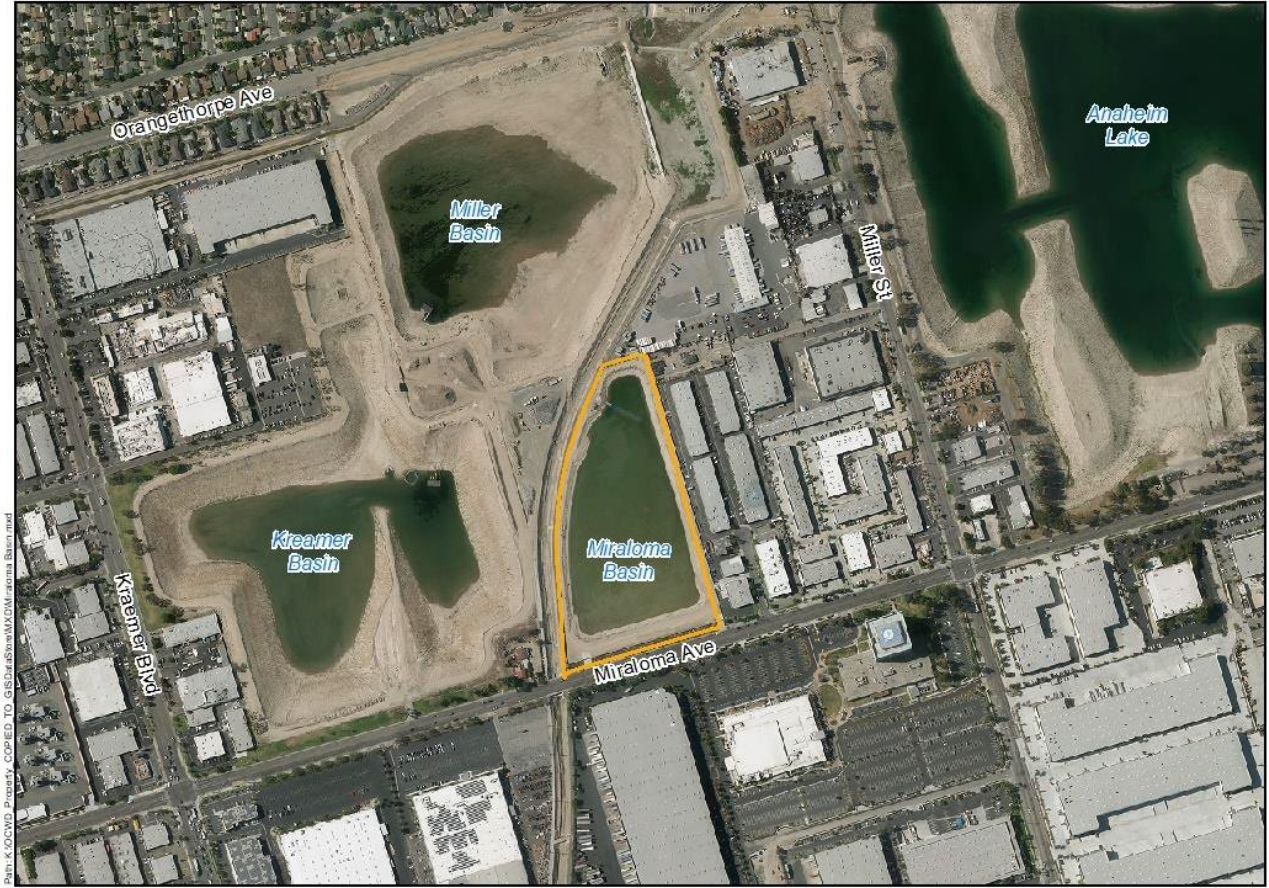
7/6/2022 R22-7-87 – Approving license agreement with Anaheim Adventure Park, LLC for additional parking at Anaheim Lake.

12/18/2019 RCS19-12-1 – Authorizing execution of Lease Agreement with Anaheim Adventure Park, LLC.

09/18/2019 R-19-8 Authorizing Amendment One to Exclusive Due Diligence Agreement extending the term for 180 days to a new end date of March 6, 2020.

03/6/2019 R19-3-30 – Authorizing execution of exclusive due diligence agreement for a cable-tow recreational wakeboarding facility at Miraloma Basin

LOCATION MAP



AGENDA ITEM SUBMITTAL

Meeting Date: July 25, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/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 firm to review access options from Imperial Highway, develop geometric designs of those options, and evaluate impacts on traffic loads based on those options. 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. Staff then 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, 2024 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, 2024 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 Board authorized staff to hire an engineering firm to review access options from Imperial Highway, develop geometric designs of those options, and evaluate impacts on traffic loads based on those options.

Earlier this month, Dudek was contracted to provide traffic engineering services focusing on the segment of Imperial Highway between the Santa Ana River and the intersection with the SR-91 eastbound ramps. The Dudek–Wood Rodgers team is developing conceptual site access plans. Wood Rodgers will design access options to Imperial Highway following Caltrans standards, while Dudek will use Synchro software to analyze vehicle intersection delays and approach queues. The goal is to identify appropriate site access and land uses (residential, commercial, or mixed-use). If a viable access option is identified, further coordination with Caltrans and the City of Anaheim will be needed for detailed feasibility and traffic studies.

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
November	Adams Streeter revising aerial survey of property Title Company revises Preliminary Title Report (PTR) – provide another update to boundary and ownership (clarified overlapping boundaries) Meeting with City of Anaheim staff to discuss potential access options

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 proposals from traffic engineers
March & April	Received proposals from Pirzadeh and Associates, and Dudek
July	Agreement executed with Dudek

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.

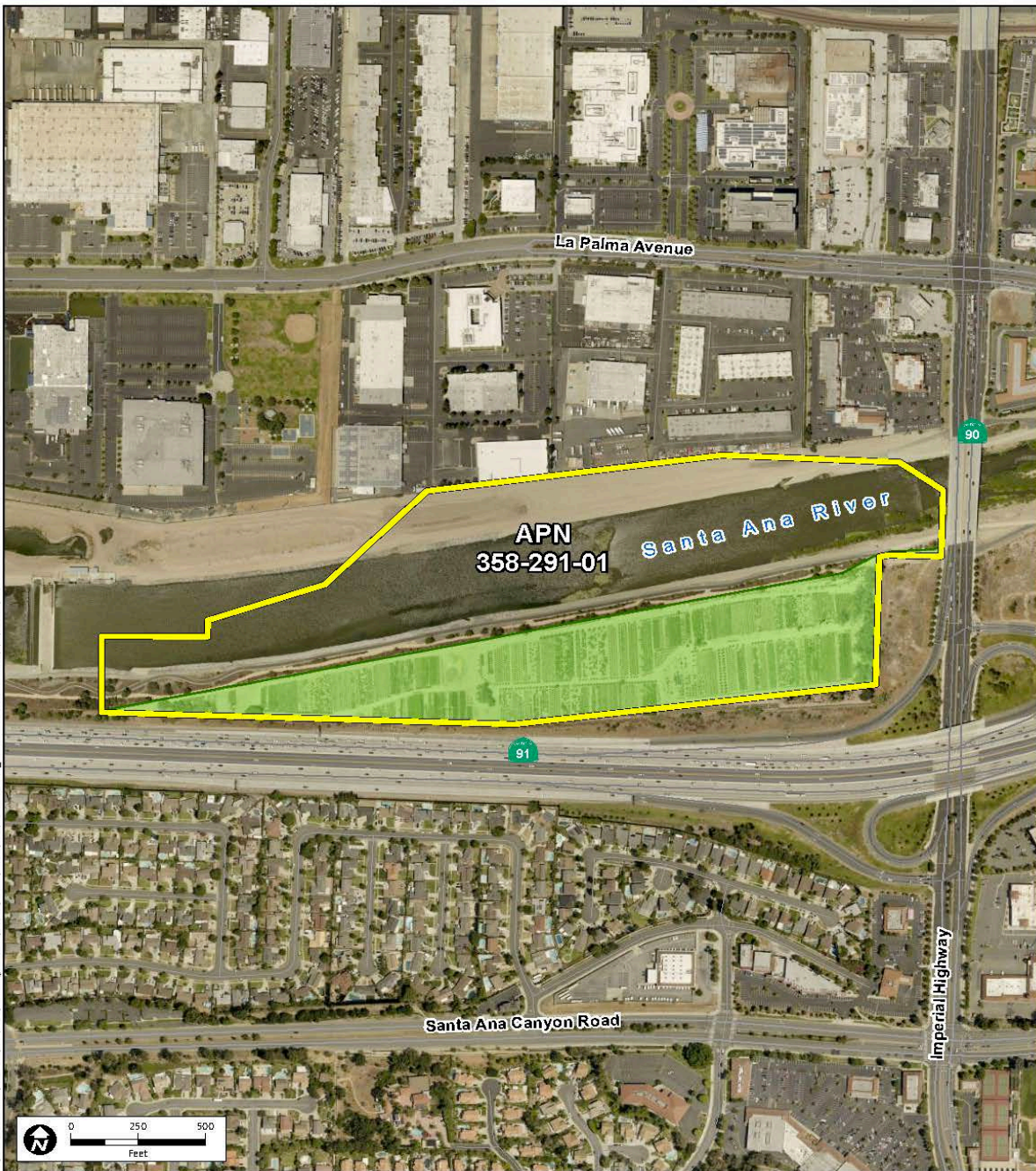
10/02/2024, R24-10-124: Approve and authorize execution of an Agreement with Voit Real Estate Services, exploring bridge access options to the Imperial Highway Property for 6-month term, at a rate of \$450 per hour, with a total cost not to exceed \$7,500.


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: July 25, 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 polycyclic aromatic 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 2024, 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, refined vertical sampling, and CAMU designs. To date, geotechnical studies and refined vertical sampling have been completed and incorporated in the project design.

Staff recently submitted a draft of the Initial Study / Mitigated Negative Declaration (IS/MND), as required by the California Environmental Quality Act (CEQA), and the Remedial Action Plan (RAP) to DTSC for review and comment. As required by DTSC, the RAP includes a conceptual CAMU design. Once DTSC's comments have been adequately resolved, it is anticipated that the IS/MND and RAP will be circulated for public review later this year.

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.