



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 27, 2026 – 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 15, 2026** Board meeting Agenda for approval.

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

Computer Audio: You can join the Zoom meeting by clicking on the following link:

<https://ocwd.zoom.us/j/81364630427>

Meeting ID: 813 6463 0427

Telephone Audio: (213) 338 8477

Teleconference Sites:

10382 Bonnie Drive, Garden Grove

1037 Sherwood Lane, Santa Ana

6148 E Baja Dr, Anaheim

303 W. Commonwealth Avenue, Fullerton

19 Cannery, Buena Park

1502 North Broadway, Santa Ana

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

ROLL CALL

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

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

VISITOR PARTICIPATION

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

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

CONSENT CALENDAR (ITEMS NO. 1-3)

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 27, 2026

RECOMMENDATION: Approve minutes as presented

- 2. RENEWAL OF LICENSE WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR GREEN ACRES PROJECT PIPELINE

RECOMMENDATION: Agendize for April 15 Board meeting: Approve and authorize renewal of SCE License Contract No. 9.4068 (formerly Contract No. L2110) required for the Green Acres Project pipeline for a five-year period commencing February 1, 2026, for a total fee of \$141,472

- 3. STATUS UPDATE ON CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) PROPERTY AT BURRIS BASIN AND NSM GOLF, INC. D.B.A. THE ISLANDS GOLF CENTER

RECOMMENDATION: Agendize for April 15 Board meeting: Direct staff to transmit a letter to Caltrans to reinstate the “decertification” process for the 1.3 acres at Burris Basin

MATTERS FOR CONSIDERATION

- 4. AMENDMENT TO AGREEMENT WITH DUDEK FOR IMPERIAL HIGHWAY PROPERTY ACCESS

RECOMMENDATION: Agendize for April 15 Board meeting: Approve Amendment No. 1 to Agreement No. 1731 with Dudek for the Phase 1 access analysis, at a cost of \$31,270, for the Imperial Highway Property in Anaheim

- 5. LEASE PROPOSAL AT IMPERIAL HIGHWAY PROPERTY FROM TREASURE TRANSPORTATION

RECOMMENDATION: Agendize for April 15 Board meeting: Direct staff as appropriate

INFORMATIONAL ITEM

- 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 APRIL 15 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 27, 2026 @ 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 (arrived at 12:10 p.m.)
Roger Yoh (arrived at 12:05 p.m.)
Cathy Green (absent)

OCWD Staff

John Kennedy, General Manager
Chris Olsen, Executive Director of Engineering
Daniel Park, Property Manager
Jess Sanders, General Counsel
Christina Fuller, District Secretary

Alternates

Dina Nguyen
Valerie Amezcua
Van Tran
Erik Weigand (participated as public)
Denis Bilodeau (participated as public)

CONSENT CALENDAR (ITEM NO. 1)

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

Ayes: Sheldon, Meeks, Nguyen, Amezcua, Tran

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held January 23, 2026 were approved as presented.

MATTERS FOR CONSIDERATION

2. Corona Recreation, Inc. Lease Renewal

Property Manager Daniel Park advised that the Lease is scheduled to expire on September 30, 2026, and Mr. Elliott has requested to renew the Lease for an additional five-year term with a five-year renewal option. He noted that Corona Recreation has been a long-standing tenant, and the concession has operated without material issues under the current Lease structure. Mr. Park reported that staff has finalized the terms of Amendment Eleven with the lessee, which extends the Lease term to September 30, 2031, includes a five-year renewal option, and keeps all other terms and conditions of the Lease unchanged. He stated that the lessee is also evaluating whether to re-lease the Anaheim Lake House for storage use and intends to complete a full home inspection of the property as part of that review.

Upon motion duly made, seconded by Director Amezcua and carried [5-0], the Committee recommended for approval at the March 18 Board meeting: Approve Amendment Eleven to the Lease with Corona Recreation, Inc., extending the Lease expiration date to September 30, 2031, and providing a five-year renewal option, with all other terms and conditions of the Lease remaining the same.

Ayes: Sheldon, Meeks, Yoh, Nguyen, Amezcua

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

Mr. Park advised that Dudek has submitted a proposal for Amendment No. 1, which outlines a sequential two-phase approach to further evaluate access feasibility. He stated that Phase 1 focuses on reconfiguring southbound Imperial Highway access through two underpass concepts: an underpass providing right turn in/out access from northbound Imperial Highway, and an underpass beneath the westbound SR91 onramp connecting the site to southbound Imperial Highway north of the freeway undercrossing. Mr. Park noted that if Phase 1 produces a concept that appears potentially acceptable to Caltrans, Dudek will prepare a technical memorandum, develop preliminary horizontal geometry for the access road options, and prepare a cost estimate. He reported that if Phase 1 concepts are not viable, the District has the option to proceed with Phase 2 which would evaluate whether a Diverging Diamond Interchange (DDI) configuration could provide feasible access on both northbound and southbound Imperial Highway. He advised that Phase 2 scope would determine whether sufficient Caltrans right-of-way exists and would include preparation of a Caltrans compliant concept plan supported by a traffic operations analysis. Mr. Park stated if the Phase 2 plan provides acceptable results, the same general deliverables as Phase 1 would be included for the DDI concept. He advised that staff seeks Committee direction on whether to proceed with Amendment No. 1 for additional access analysis from Dudek. Chair Sheldon reported that there has been a request by Treasure Transportation, Inc. to lease the Imperial Highway property and advised that their representative, Tyler Diep, will address the Committee. Mr. Diep reported that Treasure Transportation is a general freight trucking company that specializes in the transportation of 53 V containers, mainly from the ports of Long Beach and Los Angeles to different parts of the country. He stated that parking is a big issue for the company as far as finding a location that is vacant and centrally located, so that when drivers are not moving cross-country, they have a safe place to park their vehicle which creates the least number of problems for local neighborhoods. He stated that the Imperial Highway property is very suitable for that. He advised that along with Mr. Park, he visited that site earlier in the month and recognizes the challenge of entering and exiting that property and stated that he believes Treasure Transportation can overcome some of those challenges if given the land lease. He stated that they would provide on-site security and portable bathrooms, as well as any other conditions that the District would impose. He noted the property would be used only as a parking facility for semi-trucks not in use that week and there would not be any activities of maintenance.

It was consensus of the Committee to direct staff to return these items to the next Property Committee meeting to be held on March 27 to address questions and comments received today from the Directors.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:40 p.m.

Steve Sheldon, Chair

AGENDA ITEM SUBMITTAL

Meeting Date: March 27, 2026

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: Yes

Budgeted Amount: \$25,603 (FY25-26)

Cost Estimate: Average Annual: \$28,295

Funding Source: General Fund

Program/Line Item No. 1069.51206

General Counsel Approval: Required

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: RENEWAL OF LICENSE WITH SOUTHERN CALIFORNIA EDISON (SCE)
FOR GREEN ACRES PROJECT PIPELINE**

SUMMARY

A current five-year License Agreement with Southern California Edison (SCE) for the Green Acres Project pipeline expired on January 31, 2026. SCE has submitted a renewed License Agreement for an additional five-year term (2026–2031) with an updated annual fee schedule.

Attachment: License Agreement Contract No. 9.4068 (L2110) for Green Acres Project Pipeline

RECOMMENDATION

Agendize for April 15 Board meeting: Approve and authorize renewal of SCE License Contract No. 9.4068 (formerly Contract No. L2110) required for the Green Acres Project pipeline for a five-year period commencing February 1, 2026, for a total fee of \$141,472.

BACKGROUND/ANALYSIS

Green Acres Project Pipeline, Contract 9.4068 (Contract No. L2110)

Approximately one mile of the Green Acres Project pipeline crosses SCE property adjacent to the Santa Ana River in Huntington Beach. The pipeline occupies 42,341 square feet of SCE property (approximately one acre). The District originally constructed the pipeline under a temporary permit issued by SCE in 1986. A formal license agreement was executed in 1990 and subsequently renewed every five years from 1995 through 2021.

SCE has now issued a new five-year license agreement, Contract No. 9.4068, for the term of February 1, 2026 through January 31, 2031, with annual fee increases of 3 percent. This agreement replaces the prior license, which expired on January 31, 2026. Either party may terminate the license upon 30 days' written notice.

The annual license fee for the new term is as follows:

2026 - \$ 25,603
2027 - \$ 26,883
2028 - \$ 28,227
2029 - \$ 29,639
2030 - \$ 31,121

Staff has reviewed the terms and conditions of the renewed license agreement and finds them acceptable.

PRIOR RELEVANT BOARD ACTIONS

Green Acres Project Pipeline 9.4068 (Contract No.L2110)

2/3/21, R21-2-15, Authorizing renewal of License with SCE for GWRS Southeast Barrier Pipeline and Green Acres Project Pipeline

1/20/16, M16-10, Authorizing renewal of License with SCE for GWRS Southeast Barrier pipeline, and Green Acres Project pipeline

11/02/11, R11-11-162, Authorizing Renewal of License with SCE for Green Acres Project pipeline, Southeast Barrier pipeline, and Talbert West End Improvement Project (Harper Park)

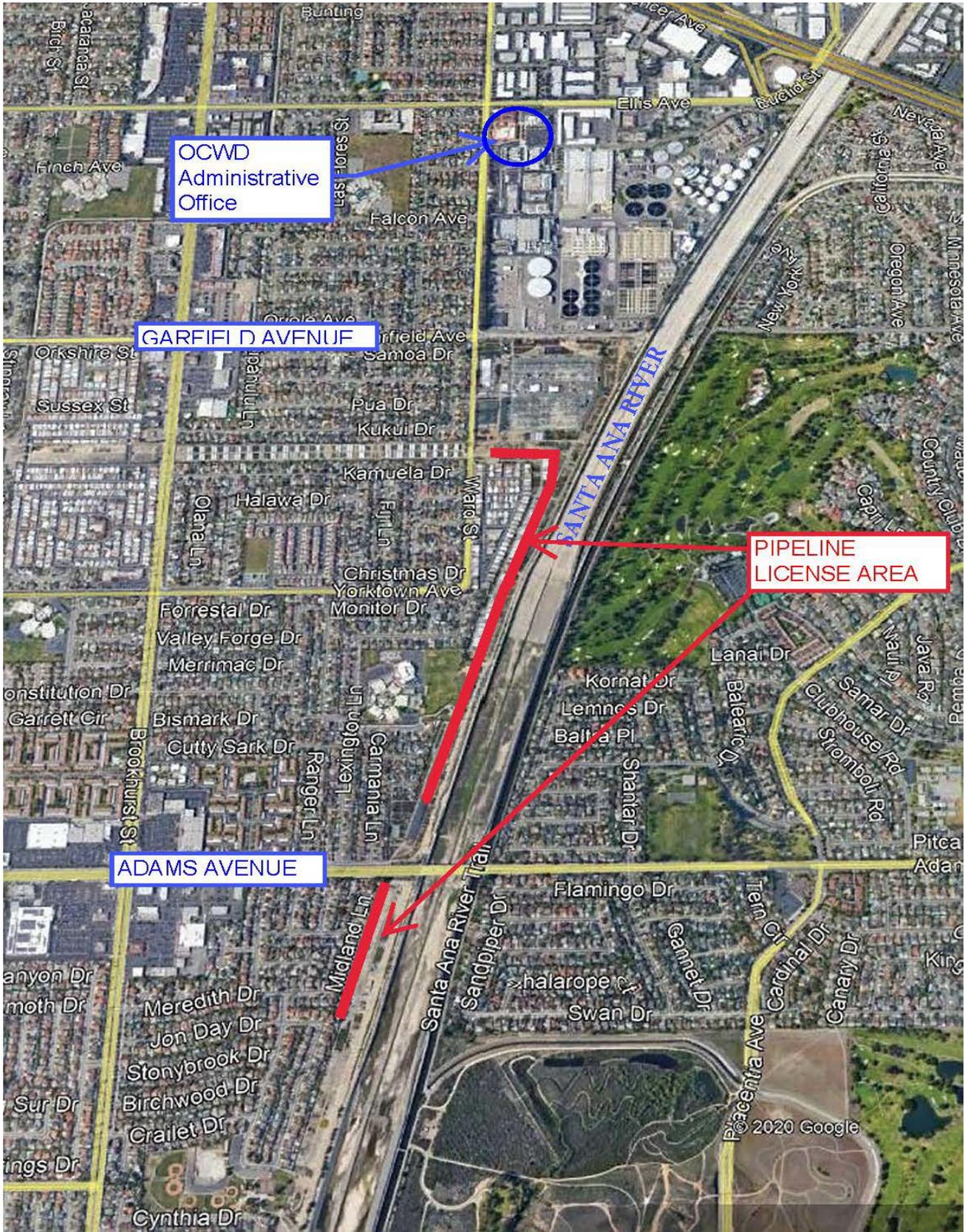
1/18/06 R06-1-3- Authorize renewal of License for SCE property for Green Acres Project Pipeline 2110, Reach 3 in Huntington Beach.

2/21/01 R01-2-28 - Authorize renewal of SCE License Agreement No. POBEL85E71 (2110) (formerly No. P84S2032-1-33) required for Green Acres Pipeline for a period of five years commencing February 1, 2001 for a total fee of \$63,680 payable as follows; 2001-\$11,995 2002-\$12,355, 2003-\$12,725, 2004-\$13,105, 2005-\$13,500.

04/12/95 R95-4-42 - Accept Southern California Edison Company License Agreement Required for Green Acres Project Pipeline in Huntington Beach.

9/5/90 R90-9-178 - Authorize execution of Southern California Edison Company License Agreement Required for Green Acres Project Pipeline.

LOCATION MAP



ORANGE COUNTY WATER DISTRICT

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

- 1. USE
- 2. TERM
- 3. CONSIDERATION
- 4. INSURANCE
- 5. LICENSOR’S USE OF THE PROPERTY
- 6. LICENSEE’S IMPROVEMENTS
- 7. LICENSEE’S PERSONAL PROPERTY
- 8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
- 9. ACCESS AND CLEARANCES
- 10. PARKING
- 11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
- 12. FLAMMABLES, WASTE AND NUISANCES
- 13. PESTICIDES AND HERBICIDES
- 14. HAZARDOUS MATERIALS AND WASTE
- 15. SIGNS
- 16. FENCING AND EXISTING FIXTURES
- 17. PARKWAYS AND LANDSCAPING
- 18. IRRIGATION EQUIPMENT
- 19. UNDERGROUND TANKS
- 20. UNDERGROUND FACILITIES
- 21. UTILITIES
- 22. TAXES, ASSESSMENTS AND LIENS
- 23. EXPENSE
- 24. ASSIGNMENTS
- 25. COMPLIANCE WITH LAWS AND REGULATIONS
- 26. GOVERNING LAW
- 27. INDEMNIFICATION; ASSUMPTION OF RISK; RELEASE
- 28. TERMINATION
- 29. EVENTS OF DEFAULT
- 30. REMEDIES
- 31. LICENSEE’S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
- 32. LIMITATION OF LIABILITY
- 33. NON-POSSESSORY INTEREST
- 34. WAIVER
- 35. AUTHORITY

Initial (____)/(____/____)
Licensor/Licensee

36. ELECTRIC AND MAGNETIC FIELDS

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

POLELINE, PIPELINE OR UNDERGROUND CABLE

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Numbers 155-301-02, 155-301-06. and 155-211-02, situated in the City of Huntington Beach, County of Orange, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal, and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege, or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy, or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases, and relinquishes any and all right(s) to assert any claim of right, privilege, or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for pipeline purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made, and Licensee is not relying on any such representation, covenant, warranty, or promise. Licensee’s use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of February, 2026 and ending on the last day of January, 2031. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Twenty-Five Thousand Six Hundred Two and 93/100 Dollars (\$25,602.93) upon the execution and delivery of this Agreement with subsequent annual payments as specified below. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	February 1, 2026 - January 31, 2027	\$25,602.93	February 2026
Second Year	February 1, 2027 - January 31, 2028	\$26,883.07	February 2027
Third Year	February 1, 2028 - January 31, 2029	\$28,227.23	February 2028
Fourth Year	February 1, 2029 - January 31, 2030	\$29,638.59	February 2029
Fifth Year	February 1, 2030 - January 31, 2031	\$31,120.52	February 2030

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers’ Compensation with statutory limits, under the laws of the State of California and Employer’s Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents, and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

Initial (____)/(____/____)
Licensor/Licensee

- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee’s negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self Insurance: Please see "SELF INSURANCE ADDENDUM".

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 “Notices”, at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days’ prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor’s activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee’s conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor’s existing or potential operating needs or Licensee’s proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor’s use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply

Initial (____)/(___/____)
Licensor/Licensee

with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee’s risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes, or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor’s right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee’s personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed, or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor’s personal property arising out of Licensee’s activities on the Property, including its use and/or removal of Licensee’s personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee’s personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee’s personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party’s personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove at Licensee’s expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free

Initial (____)/(____/____)
Licensor/Licensee

movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames, and poles and 100-foot radius around dead-end tower legs, H-Frames, and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish, and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise, or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County, and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing, and equipment, in the manner prescribed by law.

14. Hazardous Material and Waste: Licensee will not knowingly engage in, or permit any other party to engage in, any activity on the Property that violates federal, state, or local laws, rules or regulations pertaining to the use, management, storage, or disposal of waste, including, but not limited to hazardous, toxic, or infectious materials. Unless permitted by Licensor in writing, Licensee will not, or knowingly allow others to, place, use, or store any hazardous, toxic, or infectious materials and/or waste on the Property. The term "knowingly" refers to Licensee's actual knowledge. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

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15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard, or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee’s use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish, and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment, and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair, and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments, or liens when

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due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer, or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders, and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend, and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss to Licensee by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein, provided that this release shall not apply to loss, claims, or damage arising from the negligence or willful misconduct of Licensor. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon ninety (90) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under

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this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensors shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensors under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation, or other rule of any governmental agency applicable to Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensors from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensors shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensors provides an initial written notice of such failure. After providing initial notice under this provision, Licensors will not be required to provide any subsequent notice of breach of this Agreement.

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30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee’s Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee’s sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee’s use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee’s personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee’s personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee’s personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee’s use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor’s initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR’S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR’S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE’S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE’S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this

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Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensors shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state, and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title, and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages

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and/or related electric fault conditions (hereinafter collectively referred to as “Induced Voltages”) unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor’s own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Real Properties and Permitting
Land Management – Southern Region
3 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: Orange County Water District
P.O. Box 8300
Fountain Valley, CA 92728
Email: dpark@ocwd.com

Business Telephone No. (714) 378-3265

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the

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parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented, or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

BRIAN TORRES
Interim Manager
Land Management – Southern Region
Real Properties and Permitting

Date

Initial (____)/(____/____)
Licensor/Licensee

LICENSEE:

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

Date

By _____
John C. Kennedy, General Manager

Date

APPROVED AS TO FORM:

RUTAN AND TUCKER, LLP

By _____
Jeremy Jungreis, General Counsel - Orange County Water District

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Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval *prior to the start of any construction on “Licensor” property.*

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only.
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better.
3. No irrigation system will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames, and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames, and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way.
- 5. Suitable identification markers will be required on main controllers and valves.
- 6. Locations of main shut off valve will be provided and shown on a plot plan.
- 7. Underground facilities must have a minimum cover of three feet.
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the “drip line.”
- 2. Trees must have slow to moderate growth and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet.
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor.
- 4. Any mounds or change of grade must be approved in writing by Licensor.
- 5. No cactus or thorny shrubs will be permitted.
- 6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor.
- 7. No crushed or freshly laid asphalt will be permitted without Licensor written approval.

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles

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- e. Under or within 10 feet of the conductor “drip lines”
- 3. Sewer or gas lines to trailers must be approved in writing by Licensor.
- 4. Location of all electrical and telephone lines must be approved in writing by Licensor.
- 5. Electrical lines must be installed by a licensed -general contractor.
- 6. Trailers shall not be used for residential purposes.
- 7. Toxic or flammable materials will not be permitted in trailers.
- 8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

- 1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
- 2. Licensee must provide Licensor with a list of material stored on the right of way.
- 3. No toxic or flammable materials will be permitted.
- 4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames, and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25 feet from anchors/guy wires, poles, and wood poles
- 5. Storage of materials not to exceed a maximum height of 15 feet.
- 6. No storage of gasoline, diesel or any other type of fuel will be permitted.
- 7. Any fencing around the storage areas must have Licensor’s prior written approval.

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A D D E N D U M

POLELINE, PIPELINE OR UNDERGROUND CABLE

- A. Licensee must obtain prior written approval from the Licensor for the installation of any facilities, including any subsequent modifications. Licensee will maintain all facilities in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the facility. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee will construct, use, maintain, or remove facilities so as not to damage, endanger or interfere with the construction, use and maintenance of existing facilities, including but not limited to, pipelines, underground cables, electric or telephone lines, and/or any subsequent modifications. Licensee must place its facilities at safe distance under or from existing pipelines and underground cables. Licensee must give Licensor ten (10) days prior written notice of the time and place of the commencement of any work to be performed on the Property.
- D. Licensee must mark the location of all pipelines and underground cables with permanent markers. Licensee will maintain and repair the markers.
- E. Pipelines and underground cables must be constructed and made of materials sufficient and safe for their intended use.
- F. Pipelines must be constructed to withstand a pressure equal to at least one hundred and fifty percent (150%) of its maximum operating pressure. All pipelines must be tested upon completion of construction. Licensee must give Licensor twenty-four (24) hours prior written notice of the time and place of testing and provide a copy of the test results upon request.
- G. No valves or controllers for the pipeline are allowed on the property.
- H. Licensee agrees that pole line, pipeline or underground cable shall be removed upon cancellation or termination of this Agreement. Licensee shall provide the following information on Pipelines to Licensor:
 - 1. Material Safety Data Sheets (MSDS) for all oil products that have been moved in the pipeline.
 - 2. Repair and replacement records.
 - 3. Hydro Test Records.
 - 4. Records on spills or releases.
 - 5. Test results of the area beneath meter stations, valves, or other potential spill points for any area that has not always been over concrete.
 - 6. Copies of correspondence with any state or local regulatory agency regarding the pipeline.

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A D D E N D U M

SELF - INSURANCE

Licensee may self-insure all of the insurance requirements pursuant to Article 4 of License Agreement if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Pipeline use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

Initial (____)/(____/____)
Licensor/Licensee

AGENDA ITEM SUBMITTAL

Meeting Date: March 27, 2026

Budgeted: N/A

To: Property Management Committee
Board of Directors

Budget Amount: N/A

Cost Estimate: N/A

Funding Source: N/A

From: John Kennedy

Program/Line Item No.: N/A

General Counsel Approval: N/A

Staff Contact: C. Olsen/D. Park

Engineers/Feasibility Report Approved: N/A

CEQA Compliance: N/A

Subject: STATUS UPDATE ON CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) PROPERTY AT BURRIS BASIN AND NSM GOLF, INC. D.B.A. THE ISLANDS GOLF CENTER

SUMMARY

NSM Golf, LLC operates a golf driving range at Burris Basin that includes approximately 1.3 acres of Caltrans-owned land leased by the District under a month-to-month Airspace Rental Agreement. Caltrans has denied the District's request for a policy exception to continue subleasing this area to NSM Golf. During preliminary discussions, Caltrans indicated that re-initiating the decertification process may support reconsideration of a future sublease exception.

RECOMMENDATION

Agendize for April 15 Board meeting: Direct staff to transmit a letter to Caltrans to re-initiate the "decertification" process for the 1.3 acres at Burris Basin.

BACKGROUND/ANALYSIS

The District leases a 15-acre portion of Burris Basin in Anaheim to NSM Golf, LLC, operating as The Islands Golf Center, which includes approximately 1.3 acres of land owned by the California Department of Transportation (Caltrans). This Caltrans-owned portion was identified during a 2017 boundary review, and since 2018 the District has leased it through a series of short-term Airspace Rental Agreements. After four six-month agreements between 2018 and 2020, the District has remained on a month-to-month holdover basis since February 1, 2020, at a rent of \$810 per month.

In 2018, the Board authorized initiating the Caltrans "decertification" process to evaluate whether the 1.3 acres could be declared excess and made available for District acquisition. The District's original request sought the full 1.3 acres, including the maintenance roadway and golf driving areas. In July 2024, Caltrans advised that only a smaller portion—primarily within the water basin—would be considered for decertification and requested an additional \$50,000 deposit to continue the review. Because the reduced area did not meet the District's operational objectives, the Board directed staff to terminate the decertification effort in September 2024.

Separately, Caltrans had proposed a three-year directly negotiated lease with the District in 2023, but following statewide policy changes, Caltrans later advised that only a one-year lease would be issued and that any sublease would require a separate policy exception. In June 2024, the Board authorized staff to negotiate a one-year lease and submit a policy exception request for the continued sublease to NSM Golf. The District submitted the application on June 27, 2024.

Caltrans recently informed staff that the District's sublease policy exception request has been denied. During preliminary discussions, Caltrans indicated that reinitiating the decertification process may support reconsideration of a future sublease exception and advised that the District should begin by submitting a letter expressing interest in exploring decertification again. The District's prior decertification request sought the full 1.3 acres, whereas Caltrans previously indicated it would only consider a smaller portion located primarily within the basin. As part of this request, staff intends to revisit the decertification of the full 1.3 acres with Caltrans, consistent with the District's original objectives.

Picture 1 – Caltrans consideration for decertification



PRIOR RELEVANT BOARD ACTIONS

9/04/2024, R24-86, Direct staff to transmit a letter to Caltrans to cease work on and terminate the “decertification” process for the 1.3 acres at Burriss Basin.

6/5/2024, R24-6-60, Authorizing the General Manager to negotiate and execute a lease agreement with Caltrans, to negotiate and execute amendment six with NSM golf and authorizing staff to apply for the policy exception to sublease Caltrans property.

9/6/2023, R23-9-118, Authorize the General Manager to negotiate and execute a new Three-year Directly Negotiated Lease Agreement with Caltrans at a rent of \$1,141 per month with 5% annual increase for the 1.3-acre property, subject to approval by legal counsel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

08/06/08, R08-08-107, Approved and Authorized Execution of Lease to Gentry Golf, Inc. d.b.a. The Island Golf Center for Golf Facility at Burris Pit;

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

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

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

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

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

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

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

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

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

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

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

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

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

Location Map



AGENDA ITEM SUBMITTAL

Meeting Date: March 27, 2026

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: No

Budget Amount: N/A

Cost Estimate: \$31,270

Funding Source: Reserves

Program/Line Item No.: 1069.53001

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: AMENDMENT TO AGREEMENT WITH DUDEK FOR IMPERIAL HIGHWAY
PROPERTY ACCESS**

SUMMARY

At the Committee's direction in February, staff requested revisions to Amendment No. 1 to Dudek's Agreement for access analysis, and Dudek has submitted the updated Amendment incorporating an additional access alternative and other requested updates to the ongoing evaluation.

Attachment: Amendment No. 1 to Agreement with Dudek - Access Concept Options

RECOMMENDATION

Agendize for April 15 Board meeting: Approve Amendment No. 1 to Agreement No. 1731 with Dudek for the Phase 1 access analysis, at a cost of \$31,270, for the Imperial Highway Property in Anaheim.

DISCUSSION/ANALYSIS

The District owns a 19-acre parcel in Anaheim (APN 358-291-01) located west of Imperial Highway and south of the SAR (Property). The Property has access through a gate entrance on the southbound side of Imperial Highway, which passes over a portion of the SAR Trail. This trail and gate are maintained by the County of Orange, and the District has limited access to the Property for maintenance purposes.

In July 2025, Dudek was contracted to provide traffic engineering services focusing on the segment of Imperial Highway between the SAR and the SR-91 eastbound ramps. Working with its subconsultant Wood Rodgers, Dudek developed conceptual access plans consistent with Caltrans standards and evaluated intersection operations to identify feasible access options and potential land uses.

To date, the team's traffic engineering work has highlighted significant challenges in establishing acceptable access to the Property. Preliminary analyses indicate that several configurations could result in substantial queuing and congestion along Imperial Highway, raising concerns about securing Caltrans approval. In response, Dudek advanced the evaluation of additional access alternatives to determine whether any option can balance development potential with transportation standards and regulatory requirements.

Following the December 2025 Property Committee meeting, staff met with Dudek and Wood Rodgers to discuss additional concepts, which resulted in Amendment No. 1 to the Agreement with Dudek proposing a two-phase approach to further evaluate access feasibility. Phase 1 focused on reconfiguring southbound Imperial Highway access through two underpass concepts: (1) a right-in/right-out underpass connection from northbound Imperial Highway, and (2) an underpass beneath the westbound SR-91 on-ramp providing access to southbound Imperial Highway north of the freeway undercrossing. Phase 1 also included preparation of preliminary horizontal geometry, operational analysis, and cost estimates for any concept deemed potentially acceptable to Caltrans. Phase 2 evaluated whether a Diverging Diamond Interchange (DDI) configuration could provide feasible access on both northbound and southbound Imperial Highway, including right-of-way feasibility and development of a Caltrans-compliant concept plan supported by traffic operations analysis.

At the February 2026 Property Committee meeting, the Committee directed staff to request that Dudek revise the Amendment to include evaluation of a roundabout option as part of the southbound Imperial Highway access alternatives and to confirm Dudek's participation in Caltrans coordination meetings related to access feasibility and concept review. In response, Dudek submitted the attached revised Amendment, which incorporates the Committee-requested roundabout option into Phase 1, confirms participation in Caltrans coordination meetings, and provides updated scope information.

Phase 1 now includes evaluation of two underpass concepts and a roundabout-based access control alternative for southbound Imperial Highway. The revised Amendment also reflects an increase in fees due to the addition of collision analysis for both Phase 1 and Phase 2, and identifies a Phase 1 cost of \$31,270. If Phase 1 produces a concept potentially acceptable to Caltrans, Dudek will prepare a technical memorandum, preliminary horizontal geometry, and cost estimates. If Phase 1 concepts are not viable, the District may proceed with Phase 2, which evaluates whether a Diverging Diamond Interchange (DDI) configuration could provide feasible access on both northbound and southbound Imperial Highway.

Dudek's revised Amendment incorporates the Committee-requested roundabout option, includes additional collision analysis to fully evaluate both Phase 1 and Phase 2 access concepts, and confirms Dudek's participation in Caltrans coordination meetings. Staff recommends approval of the revised Amendment No. 1 to Dudek's Agreement for the Phase 1 access analysis.

PRIOR RELEVANT BOARD ACTIONS

10/15/2025, R25-10-177: Authorize re-engagement of Voit Real Estate Services to market and lease the Imperial Highway Property under the same Commission Schedule and Leasing Terms previously approved in November 2022.

02/05/2025, R25-02-6: 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



K:\GIS\GISDataStore\OCWD\Property\Management\DanP\MXD\SunnySlopeTreeFarm_APN358-291-01.mxd (5/5/2022)



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

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

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

DUDEK

MAIN OFFICE
687 S. COAST HIGHWAY 101, SUITE 110
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 F 760.632.0164

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

March 16, 2026

Subject: Change Order Request #1 for Access Concept Options for the OCWD Imperial Highway Site in the City of Anaheim (revised)

Dear Daniel:

Dudek and our roadway design subconsultant, Wood Rodgers (WR), appreciates the opportunity to continue to provide our services to prepare access concept options with traffic analyses for the Orange County Water District's (OCWD) Imperial Highway Site located on the northwest corner of the State Route 90 (SR-90) – Imperial Highway/State Route 91 (SR-91) interchange. The following is our revised Change Order (#1) request for our existing Agreement for Services.

Background

The primary vehicular access constraints to/from the project site are its proximity to SR-91/Imperial Highway interchange and the Santa River. Previously, the Dudek/WR team analyzed several conceptual access designs that relied on a single access point to/from the project site, on the west side of Imperial Highway. Those concept designs and their resulting operational analyses were summarized in the OCWD Imperial Highway Site Access Alternatives Analysis memorandum (Dudek/WR, December 2025), and presented during the December 19, 2025, Property Committee Meeting.

As a result of the December 2025 analysis, the Property Committee has decided to continue to pursue options to provide access to their Imperial Highway site. As recommended in the December 2025 analysis, a grade-separated access across Imperial Highway via bridge or tunnel should be considered as it would provide project access to/from the northbound lanes of Imperial Highway and reduce the additional of project trips on the southbound lanes of Imperial Highway. An example of this type of access would include a grade-separated bridge or tunnel over Imperial Highway with right turn in/out access points on both sides of the highway.

Furthermore, in addition to grade-separated project site access, a reconfiguration of the existing Imperial Highway/SR-91 Diamond (configuration) Interchange to a Diverging Diamond Interchange. A Diverging Diamond Interchange (DDI) is a modern highway design that temporarily shifts traffic to the left side of the road between freeway ramps, allowing for smoother, safer left turns without conflicting with oncoming traffic, reducing signal phases, and often fitting into existing bridge footprints, making them cost-effective for improving mobility at busy junctions. Drivers briefly cross over, make their turns (like turning left onto a freeway ramp), and then switch back to the right side, all managed with clear signage, striping, and signalization.

The following provides our scope of work which is presented in a phased approach for the conceptual design and analysis of the additional access options for the OCWD SR-91/Imperial Highway Site. Our plan is to provide

separate fees for Phases 1 and 2. In the event that Phase 1 results in a conceptual design and traffic operations that could be amendable to Caltrans for further review and discussion, we would not move on to Phase 2.

Scope of Services

The Dudek/WR team will develop additional design alternatives with horizontal geometry layouts and preliminary cost estimates to support further evaluation in two phases detailed below:

Phase 1 Southbound Imperial Highway Access Reconfiguration

1. Underpass on Imperial Highway with right turn in/out access on northbound Imperial Highway.
2. Southbound Imperial Highway access:
 - a. **Alternative 1:** Roundabout (or similar type of access control) to serve the existing southbound Imperial Highway traffic destined to the SR-91 westbound on-ramp lanes, and future project traffic destined to/from southbound Imperial Highway.
 - b. **Alternative 2:** Underpass on the westbound SR-91 on-ramp (with access road to/from project site) connecting to southbound Imperial Highway with right turn in/out access to be placed north of the SR-91 freeway undercrossing.
3. No changes to northbound Imperial Highway; westbound off-ramp and loop on-ramp remain unchanged.
4. Develop concept plans per Caltrans design requirements and analyze traffic operations of the two (2) alternatives outlined above using the Synchro/SimTraffic (consistent with Highway Capacity Manual, HCM) software.
5. Prepare a collision analysis of Imperial Highway between SR-91 and La Palma Avenue, as well as the SR-91 westbound on-ramp from southbound Imperial Highway. Dudek will obtain the last five (5) years of collision data from the appropriate Caltrans resources.
6. Phase 1 includes up to four (4) meetings consisting of two (2) virtual meetings and two (2) in-person meetings with OCWD and Caltrans.

If this plan provides acceptable results (i.e., could be potentially considered by Caltrans), Dudek will prepare a technical memorandum summarizing our methodology, analyses, findings, and recommendations. WR will use Microstation (CAD software) to develop horizontal geometry for the design access road options. In addition, a preliminary cost estimate will be provided for each of the alternatives. The concept will include initial evaluation of potential Caltrans approvability and support a high-level meeting with Caltrans District 12.

If this plan does not provide acceptable results, Dudek/WR will coordinate with OCWD to pursue Phase 2 below, the Diverging Diamond Interchange (DDI) reconfiguration of the interchange.

Phase 2 Diverging Diamond Interchange (DDI) Reconfiguration

1. Underpass on Imperial Highway with right turn in/out access on northbound and southbound Imperial Highway.

2. Determine whether there is adequate existing Caltrans right-of-way (ROW) to accommodate the DDI configuration (specifically on the southeast corner of the interchange where there is an existing hotel and parking lot).
3. If there is adequate ROW, develop concept plan per Caltrans design requirements and analyze the traffic operations of this option using Vissim simulation software (the Synchro/SimTraffic software cannot adequately analyze a DDI configuration).
4. Prepare a collision analysis of the remaining segment of Imperial Highway between SR-91 and Santa Ana Canyon Road, as well as the remaining SR-91 on- and off-ramps. Dudek will obtain the last five (5) years of collision data from the appropriate Caltrans resources.
5. Phase 2 includes up to four (4) meetings consisting of two (2) virtual meetings and two (2) in-person meetings with OCWD and Caltrans.

If this plan provides acceptable results (i.e., could be potentially considered by Caltrans), Dudek will prepare a technical memorandum summarizing our methodology, analyses, findings, and recommendations. WR will use Microstation (CAD software) to develop horizontal geometry for the design access road options. In addition, a preliminary cost estimate will be provided for this option. The concept will include initial evaluation of potential Caltrans approvability and support a high-level meeting with Caltrans District 12.

If this plan does not provide acceptable results, Dudek/WR will coordinate with OCWD for other options (if any) under a new Change Order (#2).

Schedule

Upon your authorization to proceed, Dudek/WR estimates completion of Phase 1 your review within 4-6 weeks. Similarly, if Phase 2 is authorized, Dudek/WR estimates completion of Phase 2 within 6 weeks.

Cost

Based on the scope above, the cost estimates for Phases 1 and 2 are as follows:

Phase 1 – Southbound Imperial Highway Access Reconfiguration: \$31,270

Phase 1 fee breakdown:

- Concept development (design): \$13,400
- Traffic operations analysis and collision analysis: \$10,680
- Preliminary cost estimate: \$3,900
- Coordination and meetings (4): \$3,290

Phase 2 – Diverging Diamond Interchange Reconfiguration: \$35,590

Phase 2 fee breakdown:

- Concept development (design): \$15,400
- Traffic operations analysis and collision analysis: \$13,000 Preliminary cost estimate: \$3,900

- Coordination and meetings (4): \$3,290

The budgets for Phases 1 and 2 will be billed on a not-to-exceed, time-and-materials basis in accordance with Dudek's 2026 Schedule of Charges (Attachment A).

Additional meetings other than those discussed above (four meetings per phase) are not included in this proposal. Should attendance of Dudek and/or Wood Rodgers staff be required at additional meetings, staff hours will be billed on a time-and-materials basis in addition to the estimated budget above, per your approval.

Thank you for the opportunity to continue to provide our services to OCWD. Should you have any questions, please feel free to contact me at (760) 479-4256 or dpascua@dudek.com. If the above scope and fee are acceptable, please let me know and I will coordinate with our Contracts Department.

Sincerely,



Dennis Pascua, Transportation Services Manager

Att.: *Dudek 2026 Rates*

cc: *Chris Olsen, PE, OCWD*

Attachment
Dudek 2026 Rate Schedule

DUDEK 2026 Standard Schedule of Charges

Engineering Services

Project Director.....	\$350.00/hr
Principal Engineer III.....	\$330.00/hr
Principal Engineer II.....	\$310.00/hr
Principal Engineer I.....	\$300.00/hr
Program Manager.....	\$285.00/hr
Senior Project Manager.....	\$285.00/hr
Project Manager.....	\$275.00/hr
Senior Engineer III.....	\$270.00/hr
Senior Engineer II.....	\$260.00/hr
Senior Engineer I.....	\$250.00/hr
Project Engineer IV/Technician IV.....	\$240.00/hr
Project Engineer III/Technician III.....	\$230.00/hr
Project Engineer II/Technician II.....	\$215.00/hr
Project Engineer I/Technician I.....	\$200.00/hr
3D Production Manager.....	\$225.00/hr
Senior Designer II.....	\$220.00/hr
Senior Designer I.....	\$210.00/hr
Designer.....	\$195.00/hr
Assistant Designer.....	\$190.00/hr
CADD Operator III.....	\$210.00/hr
CADD Operator II.....	\$205.00/hr
CADD Operator I.....	\$165.00/hr
CADD Drafter.....	\$185.00/hr
CADD Technician.....	\$135.00/hr
Project Coordinator II.....	\$165.00/hr
Project Coordinator I.....	\$135.00/hr
Engineering Assistant.....	\$130.00/hr

Environmental Services

Senior Project Director.....	\$375.00/hr
Project Director.....	\$350.00/hr
Senior Specialist V.....	\$290.00/hr
Senior Specialist IV.....	\$275.00/hr
Senior Specialist III.....	\$260.00/hr
Senior Specialist II.....	\$245.00/hr
Senior Specialist I.....	\$230.00/hr
Specialist V.....	\$220.00/hr
Specialist IV.....	\$205.00/hr
Specialist III.....	\$195.00/hr
Specialist II.....	\$185.00/hr
Specialist I.....	\$175.00/hr
Analyst V.....	\$165.00/hr
Analyst IV.....	\$155.00/hr
Analyst III.....	\$145.00/hr
Analyst II.....	\$135.00/hr
Analyst I.....	\$115.00/hr
Technician IV.....	\$105.00/hr
Technician III.....	\$95.00/hr
Technician II.....	\$85.00/hr
Technician I.....	\$75.00/hr
Project Coordinator II.....	\$165.00/hr
Project Coordinator I.....	\$135.00/hr

Mapping and Surveying Services

UAS Pilot.....	\$180.00/hr
Survey Lead.....	\$310.00/hr
Survey Manager.....	\$270.00/hr
Survey Crew Chief.....	\$205.00/hr
Survey Rod Person.....	\$155.00/hr
Survey Mapping Technician.....	\$145.00/hr

Construction Management Services

Principal Manager.....	\$225.00/hr
Senior Construction Manager.....	\$195.00/hr
Senior Project Manager.....	\$190.00/hr
Construction Manager.....	\$190.00/hr
Project Manager/Construction Management.....	\$180.00/hr
Resident Engineer.....	\$175.00/hr
Construction Engineer.....	\$180.00/hr
On-site Owner's Representative.....	\$165.00/hr
Prevailing Wage Inspector.....	\$165.00/hr
Construction Inspector.....	\$155.00/hr
Administrator/Labor Compliance.....	\$130.00/hr

Hydrogeology/HazWaste Services

Project Director.....	\$350.00/hr
Principal Hydrogeologist/Engineer III.....	\$330.00/hr
Principal Hydrogeologist/Engineer II.....	\$320.00/hr
Principal Hydrogeologist/Engineer I.....	\$310.00/hr
Senior Hydrogeologist V/Engineer V.....	\$285.00/hr
Senior Hydrogeologist IV/Engineer IV.....	\$275.00/hr
Senior Hydrogeologist III/Engineer III.....	\$265.00/hr
Senior Hydrogeologist II/Engineer II.....	\$255.00/hr
Senior Hydrogeologist I/Engineer I.....	\$245.00/hr
Project Hydrogeologist V/Engineer V.....	\$235.00/hr
Project Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Project Hydrogeologist III/Engineer III.....	\$215.00/hr
Project Hydrogeologist II/Engineer II.....	\$205.00/hr
Project Hydrogeologist I/Engineer I.....	\$195.00/hr
Hydrogeologist/Engineering Assistant.....	\$150.00/hr
HazMat Field Technician.....	\$140.00/hr

District Management & Operations

District General Manager.....	\$225.00/hr
District Engineer.....	\$230.00/hr
Operations Manager.....	\$170.00/hr
District Secretary/Accountant.....	\$155.00/hr
Collections System Manager.....	\$155.00/hr
Grade V Operator.....	\$145.00/hr
Grade IV Operator.....	\$130.00/hr
Grade III Operator.....	\$120.00/hr
Grade II Operator.....	\$100.00/hr
Grade I Operator.....	\$95.00/hr
Operator in Training.....	\$85.00/hr
Collection Maintenance Worker.....	\$90.00/hr

Project Delivery Services

Technology Specialist II.....	\$245.00/hr
Technology Specialist I.....	\$190.00/hr
GIS Analyst V.....	\$220.00/hr
GIS Analyst IV.....	\$200.00/hr
GIS Analyst III.....	\$185.00/hr
GIS Analyst II.....	\$145.00/hr
GIS Analyst I.....	\$130.00/hr
Creative Services IV.....	\$190.00/hr
Creative Services III.....	\$165.00/hr
Creative Services II.....	\$150.00/hr
Creative Services I.....	\$135.00/hr
Technical Editor IV.....	\$190.00/hr
Technical Editor III.....	\$165.00/hr
Technical Editor II.....	\$155.00/hr
Technical Editor I.....	\$135.00/hr
Publications Specialist IV.....	\$140.00/hr
Publications Specialist III.....	\$130.00/hr
Publications Specialist II.....	\$120.00/hr
Publications Specialist I.....	\$110.00/hr
Clerical Administration.....	\$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

AGENDA ITEM SUBMITTAL

Meeting Date: March 27, 2026

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: LEASE PROPOSAL AT IMPERIAL HIGHWAY PROPERTY FROM TREASURE TRANSPORTATION

SUMMARY

The District continues to pursue interim leasing opportunities for its 19-acre Imperial Highway Property in Anaheim while long-term access solutions are evaluated. Staff has prepared an Exclusive Due Diligence Agreement (EDDA) for Treasure Transportation, Inc., which the company is still reviewing. The EDDA would allow Treasure Transportation to begin due diligence activities related to evaluating a potential lease.

RECOMMENDATION

Agendize for April 15 Board meeting: Direct staff as appropriate.

DISCUSSION/ANALYSIS

The District owns a 19-acre parcel in Anaheim (APN 358-291-01) located west of Imperial Highway and south of the SAR (Property). The Property has access through a gate entrance on the southbound side of Imperial Highway, which passes over a portion of the SAR Trail. This trail and gate are maintained by the County of Orange, and the District has limited access to the Property for maintenance purposes.

The Property was previously leased by Sunny Slope for approximately 40 years to operate a wholesale container tree nursery and has been vacant since the lease was terminated in 2022. Shortly thereafter, the District engaged Voit Real Estate for six months to market the Property, and although Voit received several inquiries, site access remained a significant barrier for potential tenants. In October 2025, the Board re-engaged Voit under the same Commission Schedule and Leasing Terms to maintain marketing efforts, ensure site upkeep, and generate interim revenue while longer-term options are evaluated.

Separately from Voit's marketing efforts, staff received a direct lease proposal from Treasure Transportation, Inc., an established general freight carrier that anticipates storing approximately 40 to 60 trucks and other vehicles on the Property with no materials stored onsite. At the Committee's direction in February, staff prepared an EDDA to support Treasure Transportation to conduct due diligence activities for evaluating a potential lease, including investigation of access requirements with Caltrans and County of Orange. The EDDA does not authorize Treasure Transportation to occupy or use the Property and is limited solely to

due diligence activities. Treasure Transportation is still reviewing the EDDA. Staff will return to the Committee and Board for authorization to execute the EDDA once the review is complete.

PRIOR RELEVANT BOARD ACTIONS

10/15/2025, R25-10-177: Authorize re-engagement of Voit Real Estate Services to market and lease the Imperial Highway Property under the same Commission Schedule and Leasing Terms previously approved in November 2022.

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

AGENDA ITEM SUBMITTAL

Meeting Date: March 27, 2026

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: K. O'Toole/A. Waite

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 phase of this project. Staff will update the Committee.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

OCWD owns property in Prado Basin that it leases 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. In 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 December 2025, the Property Committee approved an updated scope of work and budget with AECOM to complete the planning phase of the project. This includes the finalization of a remedial action plan, CEQA documentation and CAMU engineering designs.

Staff recently received and are reviewing revised drafts of the Initial Study/Mitigated Negative Declaration (IS/MND), as required by the California Environmental Quality Act (CEQA), and the revised Remedial Action Plan (RAP) based on comments received from DTSC. As required by DTSC, the RAP includes a conceptual CAMU design. Once staff completes its review of these documents, the revised Draft RAP and IS/MND will be submitted to DTSC for review and concurrence. Subsequently, both reports will be required to undergo public review before approval.

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.