



AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (“**License**”) is made July 1, 2026 (“**Effective Date**”), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (the “**County**” or “**Licensor**”) and JAMES PRODUCTIONS, INC., a California corporation (“**Licensee**”). County and Licensee may sometimes individually be referred to as a “**Party**” or jointly as “**Parties**.”

Recitals

- A. The County is the fee owner of the Premises (as hereinafter defined and described).
- B. Irvine Ranch Water District (“**IRWD**”) is the fee owner of a dam and reservoir facility commonly known as “Irvine Lake” or the “Santiago Reservoir” (the “**Reservoir Property**”). The Reservoir Property is comprised of the following real property which is described in **Exhibit A** and depicted in **Exhibit A-1**: (1) the “**Flats**” and (2) the “**Lake and Dam**” constituting that portion of the Reservoir Property outside of the Flats.
- C. IRWD owns a twenty-five percent (25%) interest and the County owns a seventy-five percent (75%) interest, respectively, in the right to conduct recreational activities in the waters at Irvine Lake (the “**Recreation Rights**”), as defined in that prior agreement between IRWD, Serrano Water District, County, and The Irvine Company LLC entitled Declaration of Covenants and Restrictions and Termination of Reversionary Rights (Irvine Lake) (the “**Covenant Agreement**”) and further described in Exhibit C of the Covenant Agreement, recorded as Document No. 2022000107214 in the Official Records of Orange County on March 18, 2022 and attached hereto as **Exhibit B**.
- D. The County and its contactors, licensees, employees, concessionaire, etc. are allowed to use IRWD’s Recreation Rights and designated areas of Reservoir Property for shoreline fishing and those activities reasonably related thereto, pursuant to and as further defined and depicted in that certain Irvine Lake Access and Use License (Shoreline Fishing) dated July 1, 2019, as subsequently amended, entered into between IRWD, Serrano Water District, and the County (the “**Shoreline Fishing License**”), attached hereto as **Exhibit L**.
- E. The primary purpose of the Reservoir Property is for IRWD to supply its customers water and conduct activities consistent with those “**Restrictions**” as defined and set forth and recorded in the Covenant Agreement (“**Reservoir Purposes**”). Nothing in this License shall restrict IRWD’s abilities to operate, maintain, or improve the Reservoir Property in other ways compatible with the use of Irvine Lake for Reservoir Purposes or to otherwise comply with the requirements imposed by law.
- F. IRWD will commence a construction and improvement project of the Santiago Dam spillway and outlet tower (“**IRWD’s Construction Project**”). IRWD is anticipated to start draining the lake in October 2026 prior to the active construction period. The active construction period is anticipated to last approximately four years, beginning in 2027 and concluding in 2031.

The exact timing and duration of lake draining, the active construction period, and lake refilling is currently unknown and subject to change. As described in this License, IRWD's Construction Project may interfere with Licensee's proposed uses under the License, and Licensee's activities may be restricted or impeded as necessary or convenient for IRWD's Construction Project.

G. The County owns certain real property adjacent to and surrounding the Reservoir Property comprised of a portion of its Recreation Parcel and License Parcel, (collectively, "**County Property**") as described in **Exhibit C** and depicted in **Exhibit C-1**.

H. Licensee previously entered into that certain License Agreement - Rancho De Santiago Picnic Area dated February 11, 1993, as subsequently amended ("**Prior License**"), which County became Licenser to pursuant to that certain Assignment and Assumption Agreement dated June 1, 2015, between County and TIC Land Investment LLC.

I. The County now desires to expand the premises included in the Prior License to include all County Property (as defined above) together with exclusive use of its respective Recreation Rights (collectively, the "**Premises**", as further defined herein), to Licensee for the operation of a public fishing concession and development of other public recreational activities at Irvine Lake ("**Project**", as further defined herein).

J. Based on the above, and as more fully set forth herein, County and Licensee have jointly agreed to enter into this License as of the date set forth above.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this License by reference, and mutual covenants and agreements hereinafter contained, County and Licensee mutually agree to the following:

ARTICLE I **DEFINITIONS**

1.1 **Definitions**: The following defined terms used in this License shall have the meanings set forth below. Other terms are defined in other provisions of this License, and shall have the definitions given to such terms in such other provisions.

1.1.1 "**Access Road**" means Haul Road/Blue Diamond Haul Road, which provides access to the Premises from Santiago Canyon Road. Two segments of the Access Road are owned by the County. The gap between the County's two Access Road segments is a segment of the Access Road owned by IRWD and belongs to the Reservoir Property. The County and IRWD each hold reciprocal non-exclusive access easements over each other's segments of the Access Road. The Access Road segments owned by the County and the gap owned by IRWD are depicted in **Exhibit E**.

1.1.2 "**Additional Rent**" is defined in Section 3.7.1 below.

1.1.3 "**Annual Rent**" means the annual rent payable commencing on the Effective Date consisting of either the Minimum Annual Rent or Percentage Rent, whichever is greater.

1.1.4 “**Annual Rent Period**” is defined in Section 3.1 below.

1.1.5 “**Approved Construction Documents**” is defined in Section 5.1.1 below.

1.1.6 “**Auditor-Controller**” means the Auditor-Controller, County of Orange, or designee, or upon written notice to Licensee, such other person as may be designated by the Board of Supervisors.

1.1.7 “**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

1.1.8 “**Certificate of Occupancy**” means a temporary or final certificate of occupancy (or other equivalent entitlement, however designated) which entitles Licensee to commence normal operation and occupancy of the Improvements.

1.1.9 “**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Licensee, such other person as may be designated by the Board of Supervisors. Approvals provided by the Chief Real Estate Officer herein shall be provided in consultation with the Director of OC Parks, or alternatively can be provided by the Director of OC Parks.

1.1.10 “**Claims**” means liens, claims, demands, suits, judgments, liabilities, damages, fines, losses, penalties, costs and expenses (including without limitation reasonable attorney’s fees and expert witness costs, and costs of suit), and sums reasonably paid in settlement of any of the foregoing.

1.1.11 “**Completion of the Construction Period**” means the last day of the Construction Period.

1.1.12 “**Construction Budget**” means the detailed line-item budget for all hard and soft costs to be incurred by Licensee in connection with the design and construction of the Initial Improvements and approved by the Chief Real Estate Officer prior to Licensee’s start of construction.

1.1.13 “**Construction Drawings**” means the set of construction, landscaping and engineering drawings prepared by or for the architect of record for the Initial Improvements, to be approved by the Chief Real Estate Officer prior to Licensee’s start of construction.

1.1.14 “**Construction Period**” means the period commencing upon start of construction for the Initial Improvements and ending on the date that the Initial Improvements are deemed complete by the Chief Real Estate Officer.

1.1.15 “**Construction Schedule**” means the certain schedule for construction of the Initial Improvements as approved by the Chief Real Estate Officer.

1.1.16 “**County**” means the County of Orange, a political subdivision of the State of California, and shall include its Board of Supervisors, its elected and appointed officials, officers, agents, employees, and contractors.

1.1.17 “**Director of OC Parks**” means the Director, Orange County Parks/OC Community Resources, County of Orange, or designee, or upon written notice to Licensee, such other person as may be designated by the Board of Supervisors.

1.1.18 “**Effective Date**” is defined in the introductory paragraph to this License.

1.1.19 “**Event of Default**” is defined in Section 10.1 below.

1.1.20 “**Extension Term(s)**” is defined in Section 2.3.2.

1.1.21 “**Force Majeure Event**” is defined in Article XII below.

1.1.22 “**Gross Receipts**” is defined in Section 3.1.1(c) below.

1.1.23 “**Hazardous Material(s)**” is defined in Section 4.6.1 below.

1.1.24 “**Improvements**” means and includes all buildings (including above-ground and below ground portions thereof, and all foundations and supports), building systems and equipment (such as HVAC, electrical and plumbing equipment), physical structures, fixtures, hardscape, paving, curbs, gutters, sidewalks, fences, landscaping and all other improvements of any type or nature whatsoever now or hereafter made or constructed on the Premises. The term Improvements means the Initial Improvements and any replacement or additional improvements constructed in accordance with the terms of this License.

1.1.25 “**Includes**” means “includes but is not limited to” and “including” means “including but is not limited to.”

1.1.26 “**Initial Improvements**” means the real property improvements to be constructed by Licensee on the Premises at its sole cost and expense as more particularly described in Exhibit G attached hereto and incorporated herein, as same may be revised from time to time in accordance with this License.

1.1.27 “**Interest Rate**” means the highest rate of interest permissible under the Laws not to exceed the rate of twelve percent (12%) per annum.

1.1.28 “**IRWD**” means Irvine Ranch Water District, a California water district organized under and existing pursuant to Sections 34000, *et seq.* of the California Water Code, and shall include its Board of Directors, its elected and appointed officials, officers, agents, employees, and contractors.

1.1.29 “**County’s Fee Interest**” means all of County’s interest in the property, the Premises, and this License.

1.1.30 “**County Parties**” means the County, County’s Affiliates, the Board of Supervisors and each of their respective, officers, elected and appointed officials, representatives, other entities for which the Board of Supervisors is the governing body, agents, consultants, contractors, counsel, employees, members, directors, attorneys, volunteers, successors and assigns.

1.1.31 “**Laws**” means all laws, codes, ordinances, statutes, orders and regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity that are binding on and applicable to the Premises, Access and Common Areas, and Improvements.

1.1.32 “**License**” means this License (including any and all addenda, amendments and exhibits hereto), as now or hereafter amended.

1.1.33 “**License Year**” means each and every period of twelve (12) consecutive months commencing upon the Effective Date and each and every subsequent anniversary thereof.

1.1.34 “**Minimum Annual Rent**” is defined in Section 3.1.1(a) below.

1.1.35 “**Nonprofit**” shall mean a 501(c)(3) organization registered and in good standing with the Internal Revenue Service (IRS), State of California Department of Justice, and State of California Secretary of State.

1.1.36 “**Operating Costs**” shall have the meaning set forth in Section 3.7.5.

1.1.37 “**Percentage Rent**” is defined in Section 3.1.1(b) below.

1.1.38 “**Person**” includes firms, associations, partnerships, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

1.1.39 “**Premises**” means that certain real property containing the County Property depicted on Exhibit D, approximately 84 acres with an address of 4621 East Santiago Canyon Road in unincorporated Orange County, together with all easements, Recreation Rights, and other rights and privileges appurtenant thereto, to be licensed to Licensee pursuant to this License and on which Licensee has the option to construct the Improvements.

1.1.40 “**Primary Term**” is defined in Section 2.3.1.

1.1.41 “**Project**” means the recreational real estate development proposed for the Premises, which shall include a public fishing concession and the Initial Improvements proposed in Exhibit G and all related improvements that may be constructed by Licensee on the Premises pursuant to this License.

1.1.42 “**Rent**” means and includes the Annual Rent and Additional Rent payable by Licensee under this License.

1.1.43 “**Risk Manager**” means the Manager of County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Licensee, such other person as may be designated by the Board of Supervisors.

1.1.44 “**Specifications**” means those certain specifications for the Initial Improvements, prepared by the architect of record for the Initial Improvements, approved by the Chief Real Estate Officer prior to Licensee’s start of construction.

1.1.45 “**Sublicense**” has the meaning set forth in Section 9.1.

1.1.46 “**Sublicensees**” has the meaning set forth in Section 9.1.

1.1.47 “**Taxes**” has the meaning set forth in Section 3.7.2.

1.1.48 “**Term**” means the full term of this License including the Primary Term and any Extension Term(s).

1.1.49 “**Treasurer-Tax Collector**” means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Licensee, such other person or entity as may be designated by the Board of Supervisors.

1.1.50 “**Utility Costs**” has the meaning set forth in Section 3.7.6.

1.1.51 “**Work**” means Licensee’s construction activity with respect to the Improvements, including permitted future changes, alterations and renovations thereto and also including, without limiting the generality of the foregoing, site preparation, landscaping, installation of utilities, street construction or improvement and grading or filling in or on the Premises.

ARTICLE II LICENSE OF PROPERTY

2.1 **License of Premises.** County hereby licenses the Premises to Licensee for the Term, and Licensee hereby licenses the Premises from County for the Term, subject to the terms and conditions of this License.

2.2 **Termination of Prior Agreements.** It is mutually agreed that, upon the Effective Date, this License shall terminate and supersede the Prior License and any other prior licenses, leases or agreements, including any amendments thereto, between the County and Licensee, covering all or any portion of the Premises, except with respect to any continuing obligations of the Parties; and, upon the Effective Date, this License shall also terminate and supersede the County’s services contract with Licensee for shoreline fishing (MA-012-24010833), including any amendments thereto, if that contract has not already expired. Notwithstanding the foregoing, this provision shall not release Licensee from any obligations under any prior agreements to be performed through the Effective Date of this License or from any obligations of indemnification based upon events occurring prior to the Effective Date of this License.

2.3 **Term.**

2.3.1 **Primary Term.** The “**Primary Term**” of this License shall commence on the Effective Date of this License, and shall expire at 12:00 midnight Pacific Time on the fifth (5th) anniversary of the Effective Date, unless sooner terminated as a result of non-compliance with any term or condition of this License as hereinafter provided, or as otherwise terminated in accordance with Section 2.3.3 below.

2.3.2 Option to Extend Primary Term. Provided that no Event of Default has occurred and remains uncured, Licensee may request to extend the Primary Term of this License on a year-to-year basis (“**Extension Term(s)**”). Licensee shall request each Extension Term by providing County, with written notice of its election to extend the Primary Term for one (1) additional year, a minimum of sixty (60) days prior to the expiration of the License term then in effect. If County agrees, the Parties shall exercise the requested Extension Term(s) under such terms and conditions as the Parties mutually agree upon. The accumulation of the Primary Term and Extension Term(s) is hereinafter referred to as the “**Term.**”

2.3.3 Termination. During the Extension Term(s), this License shall be revocable by County upon thirty (30) days written notice to Licensee prior to the termination date.

2.4 Access and Common Areas. Although not included in the Premises, Licensee’s use of the Premises hereunder includes the non-exclusive, in common use of the following access and common areas (“**Access and Common Areas**”):

(a) designated dry lakebed areas within Reservoir Property as further defined and depicted in the Shoreline Fishing License attached hereto as **Exhibit L**, for the exclusive purpose of accessing the waters of Irvine Lake for shoreline fishing;

(b) the Access Road defined in Section 1.1.1 for reasonable vehicle ingress and egress, and other access rights to the Access Road, but only as such other access rights are identified from time-to-time in writing by the Chief Real Estate Officer as necessary to accommodate the Licensee’s operations, and subject to any additional terms and conditions as deemed necessary by County;

(c) County’s driveways, rights of ways, and other access roads for reasonable vehicle ingress and egress, pedestrian walkways, and common areas appurtenant to Licensee’s Premises created by this License, but only as such areas may be identified from time-to-time in writing by the Chief Real Estate Officer and subject to any additional terms and conditions as deemed necessary by County; and

(d) a portion of the Orange County Modelers Association (“**OCMA**”) license area, as depicted in **Exhibit F**. Upon the prior written approval of OCMA which uses such property under a separate license agreement with County, Licensee shall be allowed to use this area for additional, as-needed, overflow parking, but shall in all instances coordinate with OCMA so as to not interfere with OCMA activities or other necessary and authorized uses of the OCMA license area, including but not limited to use by public safety and emergency responses agencies in response to emergencies or other necessary activity.

Licensee agrees not to use the Access and Common Areas for any other purpose nor to engage in or permit any other activity within or from the Access and Common Areas, except as set forth herein with the prior written approval of the Chief Real Estate Officer. County reserves the right to regulate, at the County’s sole discretion, Licensee’s use of the Access and Common Areas, including promulgating rules and regulations or to relocate the Access and Common Areas with reasonable notice to the Licensee. County may at any time close off or restrict use of the Access and Common Areas for any reason, including for safety or operational reasons, or IRWD’s

Construction Project. However, County will use reasonable efforts to notify Licensee prior to closing off or restricting Licensee's use of the Access and Common Areas. Licensee shall be responsible for, and pay any and all costs for Access and Common Areas as set forth in Section 6.1.2.

2.5 **Termination at End of Term.** This License shall terminate without need of further actions of any Party at 12:00 midnight Pacific Time on the last day of the Term (as extended pursuant hereto).

2.6 **Condition of the Premises.** LICENSEE HEREBY ACCEPTS THE PREMISES AND ACCESS AND COMMON AREAS "AS IS", AND ACKNOWLEDGES THAT THE PREMISES AND ACCESS AND COMMON AREAS ARE IN SATISFACTORY CONDITION. COUNTY MAKES NO WARRANTY, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES OR ACCESS AND COMMON AREAS FOR LICENSEE'S PROPOSED USES. COUNTY MAKES NO COVENANTS OR WARRANTIES, IMPLIED OR OTHERWISE, RESPECTING THE CONDITION OF THE SOIL, SUBSOIL, OR ANY OTHER CONDITIONS OF THE PREMISES OR ACCESS AND COMMON AREAS, OR THE PRESENCE OF HAZARDOUS MATERIALS, NOR DOES COUNTY COVENANT OR WARRANT, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES OR ACCESS AND COMMON AREAS FOR THE PROPOSED DEVELOPMENT, CONSTRUCTION OR USE BY LICENSEE. COUNTY SHALL NOT BE RESPONSIBLE FOR ANY LAND SUBSIDENCE, SLIPPAGE, SOIL INSTABILITY OR DAMAGE RESULTING THEREFROM. EXCEPT AS PROVIDED IN SECTION 6.1.2, COUNTY SHALL NOT BE REQUIRED OR OBLIGATED TO MAKE ANY CHANGES, ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS TO THE PREMISES OR ACCESS AND COMMON AREAS. LICENSEE SHALL RELY ON ITS OWN INSPECTION AS TO THE SUITABILITY OF THE PREMISES AND ACCESS AND COMMON AREAS FOR THE INTENDED USE.

LICENSEE INITIALS:

(B) (G)

2.7 **Limitations of the License.** This License, and the rights and privileges granted to Licensee in and to the Premises and Access and Common Areas, are subject to all covenants, conditions, restrictions, and exceptions of record or apparent, including the Restrictions on the Reservoir Property contained in the Covenant Agreement described in Recital C of this License and the Shoreline Fishing License described in Recital D of this License. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to Licensee of rights in the Premises or Access and Common Areas, which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or Access and Common Areas, or County's interest therein.

2.8 **Long-Term Proposal.** Within three (3) years of the Effective Date, Licensee shall submit to County a proposal for a new long-term master ground lease with the County and IRWD. Said proposal shall include a capital improvement plan commensurate with the proposed long-term ground lease and its term and at a minimum shall include those items set forth in Section 5.1.3(a) below for the newly proposed capital improvements.

ARTICLE III RENT

3.1 **Annual Rent Period.** Commencing on the Effective Date and expiring upon the last day of the Term (the “**Annual Rent Period**”), Licensee shall pay Annual Rent calculated pursuant to this Section 3.1.

3.1.1 The Annual Rent shall be paid monthly, consisting of either the Minimum Annual Rent or Percentage Rent, whichever is greater, as reduced by actual expenses for operating the fishing concession as defined in Section 3.2.1(e) and as further calculated and set forth in Section 3.2.2.

(a) **Minimum Annual Rent.** For purposes of this License, the term “**Minimum Annual Rent**” means \$375,000 per year, which amount shall automatically increase by three percent (3%) annually on the anniversary date of the Effective Date.

(b) **Percentage Rent.** The term “**Percentage Rent**” means a percentage of Gross Receipts (as defined below) realized by Licensee from business operations on or from the Premises. The Percentage Rent shall be calculated using the following percentages:

<u>Business Activity/Service or Use</u>	<u>Percentage Rent</u>
Private Events	12.5%
Park/Facility Rentals for Concerts, Festivals and Large Events	12.5%
Nonprofit Events (including Nonprofit Glamping/Camping)	5%
Glamping/Camping	10%
Public Beer and Music Nights	12.5%
BMX Track	10%
Shoreline Fishing/Bait and Tackle Shop/Shoreline Fishing Parking	0%
Interim RV/Boat Storage	33%
On-site Camping Host/Caretaker	0%
Unapproved Uses	100%

(c) **Definition of Gross Receipts.** As used in this Section, the term “**Licensee**” shall include Licensee, Licensee’s agents, sublicensee concessionaires, or sublicensees, or any person acting under contract with Licensee. The term “**Gross Receipts**” upon which the Percentage Rent is based, shall include:

(1) The sale price of all goods, wares, merchandise, and products sold on or from the Premises by Licensee, whether for cash, credit or otherwise, of all sales of goods and services and all other income and receipts whatsoever of all business conducted at, on or from the Premises, whether delivery of the items sold is made from the Premises and whether title to such items is transferred, including:

a. entry, rental, parking, carnival rides/games, and other fees of any nature or kind charged by Licensee (including, but not limited to, deposits accepted by Licensee);

b. sales of merchandise, food, beverages and other services and concessions including catering;

c. gift certificates;

d. any sums deposited into any coin-operated or card-operated vending machine or other device maintained on the Premises, regardless of the ownership of the machine or device, or whether such sums are removed and counted by Licensee or others, and regardless of what percentage thereof Licensee is entitled to receive except for newspaper racks,

e. any commission or surcharge received by Licensee from the operation of any automatic teller machines (“**ATM**”) on the Premises;

f. for newspaper racks gross receipts shall be the commission or payment received by Licensee from racks owned and operated by a third party;

g. all sums received for officer and employee meals, including meals, snacks and drinks from vending machines provided solely for use by employees, the actual charge, if any, paid by officers or employees for food and beverage while on duty; and

h. all other funds received by Licensee from sales by any sublicensee, concessionaire, food trucks, or licensee of Licensee on the Premises, subject to the exclusions set forth herein below.

(2) In the event that Licensee, in its discretion, chooses to utilize a franchisee or concessionaire to provide food sales or any other services on which Gross Receipts are calculated, Gross Receipts shall be calculated based upon the sum received by Licensee under any such franchise or concession agreement.

(3) Gross Receipts shall exclude the following (but Licensee shall keep separate records as part of its records): (i) any and all customer refunds, including any cash or credit refunds upon any sale made in or from the Premises, (ii) merchandise returns to shippers or manufacturers, (iii) proceeds from the sale of used equipment or trade fixtures, and (iv) sales and excise taxes and fees payable by Licensee to federal, state, county, or municipal governments as a direct result of operations under this License.

(4) Gross Receipts also include the fair rental value of facilities used by Licensee or its employees for purposes other than the business purposes for which the Premises are leased and the value of all consideration including consideration other than cash received by Licensee or his employees in exchange for the items sold or services rendered.

(5) Bad debt losses shall not be deducted or excluded from Gross Receipts.

3.2 **Rent Payment Procedure.**

3.2.1 Procedure; Gross Receipts Statement. On or before the twentieth (20th) day of each month during the Annual Rent Period, Licensee shall deliver to Auditor-Controller, OCCR Accounting – OC Parks, 601 N. Ross St., 6th Floor, Santa Ana, CA 92701, a correct statement of all applicable Gross Receipts for that portion of the accounting year which ends with and includes the last day of the preceding calendar month for which Gross Receipts have been reported (“**Gross Receipts Statement**”). The Gross Receipts Statement shall be signed by Licensee or Licensee’s responsible agent certifying as to its truthfulness and accuracy and shall be in the form reasonably prescribed by the Auditor-Controller. Each Gross Receipts Statement shall indicate:

- (a) One-twelfth (1/12) of the Minimum Annual Rent payment;
- (b) The total Gross Receipts for said portion of the accounting year, itemized as to each of the business activities (categories) for which a separate percentage rental rate is established. A breakdown of the Gross Receipts of each business conducted on the Premises must be attached to each statement where a reported business activity (category) is comprised of more than one business operation;
- (c) The related itemized amounts of Percentage Rent computed as herein provided and the total thereof;
- (d) The total rent previously paid by Licensee for the accounting year within which the preceding month falls;
- (e) The total actual expenses for operating the fishing concession for the preceding month, including costs for fish stocking, parking management, weekend operations staff, trash removal, toilets, weekly staffing overhead, internet connection, mechanical/manual weed removal and miscellaneous charges as further described in **Exhibit K**; however, in no event shall reported actual expenses exceed one-twelfth (1/12) of the Minimum Annual Rent; and
- (f) The rent due for the preceding month.

3.2.2 Payment of Rent. Concurrently with the rendering of each monthly statement, Licensee shall pay to County the greater of the following two amounts, less the total actual expenses for operating the fishing concession for the preceding month [Item 3.2.1(e), above]:

- (a) The total Percentage Rent computed for that portion of the accounting year ending with and including the last day of the preceding month [Item 3.2.1(c), above] less total rents previously paid for the accounting year [Item 3.2.1(d), above]; or
- (b) One-twelfth (1/12) of the Minimum Annual Rent multiplied by the number of months from the beginning of the accounting year to and including the preceding month, less total rents previously paid for the accounting year [Item 3.2.1(d), above].

3.2.3 Place and Payment of Filing. Rent payments shall be delivered to the Orange County Treasurer-Tax Collector, Revenue Recovery/Accounts Receivable Unit, P.O. Box 4005, Santa Ana, California 92702-4005. The designated place of payment and filing may be

changed at any time by the Chief Real Estate Officer upon ten (10) days written notice to Licensee. Rent payments may be made by check made payable to County of Orange. Licensee assumes all risk of loss if payments are made by mail.

All rents due under this License shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Licensee or receipt by County for a lesser amount than the rent due shall be deemed to be other than on account of the rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of said rent or pursue any other remedy in this License.

3.3 **Triple Net Rent.** It is the intent of the parties that all Rent shall be absolutely net to County and that, except as otherwise provided herein, Licensee will pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature incurred for, against or in connection with the Premises which arise or become due during the Term or any extension thereof as a result of Licensee's use and occupancy of the Premises. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall County be obligated or required to make any payment of any kind whatsoever or be under any other obligation or liability under this License except as expressly provided herein.

3.4 **Insufficient Funds.** If any payment of Rent or other fees made by check is returned due to insufficient funds, or otherwise, more than once during the Term, County shall have the right to require Licensee to make all subsequent Rent payments by cashier's check, certified check or ACH automatic debit system. All Rent shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Licensee or receipt by County of a lesser amount than the Rent due shall be deemed to be other than on account of the Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of said Rent or pursue any other remedy in this License.

3.5 **Processing Fee.** Within thirty (30) days of the Effective Date of this License, Licensee shall pay to County a processing fee of five thousand dollars (\$5,000) for issuance of this License. Said processing fee is deemed earned by County and is not refundable. Licensee shall promptly pay the total processing fee amount within thirty (30) days of the Effective Date and delivered to County at the address provided in Section 3.2.3.

3.6 **Charge for Late Payment.**

3.6.1 Licensee hereby acknowledges that the late payment of Rent or any other sums due hereunder will cause County, to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

3.6.2 Accordingly, if any payment of Rent or of any other sum due to County is not received by County within three (3) business days of Licensee's receipt of notice from County that such payment is due, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus \$100 shall be added to the payment, and the total sum shall become immediately due and payable to County. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid. Any payments of any kind by Licensee that are returned for insufficient funds will be subject to an additional handling charge of Two Hundred Fifty Dollars (\$250.00). Payments will be first applied to accrued late payment, second to accrued interest, then to Rent and any remaining amount to any other outstanding costs or charges.

3.6.3 Licensee and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Licensee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Licensee's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

3.6.4 In the event that Licensee makes two (2) late payments in any on twelve (12) month period, the Licensee shall thereafter pay rent in quarterly installments in advance at the request and sole discretion of the Chief Real Estate Officer, in addition to any other remedies that the County, may have at law or otherwise.

3.7 **Additional Rent.**

3.7.1 **Additional Rent.** During the Term, the Annual Rent shall be absolutely net to County so that this License shall yield to County, the rental amounts specified above in each year of the Term, and that all costs (including, but not limited, to Operating Costs and Utility Costs, as defined below), fees, taxes (including, but not limited to, Real Estate Taxes and Equipment Taxes, as defined below), charges, expenses, impositions, reimbursements, and obligations of every kind relating to the Premises shall be paid or discharged by Licensee as additional rent ("**Additional Rent**"). Licensee may pay, under protest, any impositions, and/or contest and defend against same. Any imposition rebates shall belong to Licensee.

3.7.2 **Taxes.** During the Term, Licensee shall pay directly to the taxing authorities all Taxes (as herein defined) at least ten (10) days prior to delinquency thereof. Additionally, upon the Effective Date, Licensee shall pay directly to the taxing authorities all Taxes related to the County's portion of Recreation Parcel, at least ten (10) days prior to delinquency thereof. For purposes hereof, "**Taxes**" shall include any form of assessment, license fee, license tax, business license fee, commercial rental tax, levy, penalty, sewer use fee, real property tax, charge, possessory interest tax, tax or similar imposition (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, flood control, water pollution control, public transit or other special County thereof, as against any legal or equitable interest of County in the Premises or any payments in lieu of taxes required to be made by County, including, but not limited to, the following:

(a) Any assessment, tax, fee, levy, improvement County tax, charge or similar imposition in substitution, partially or totally, of any assessment, tax, fee, levy, charge or similar imposition previously included within the definition of Taxes. It is the intention of Licensee and County that all such new and increased assessments, taxes, fees, levies, charges and similar impositions be included within the definition of “**Taxes**” for the purpose of this License.

(b) Any assessment, tax, fee, levy, charge or similar imposition allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the county, state or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Licensee of the Premises, or any portion thereof;

(c) Any assessment, tax, fee, levy, charge or similar imposition upon this transaction or any document to which Licensee is a party, creating or transferring an interest or an estate in the Premises, including any possessory interest tax levied on the Licensee’s interest under this Lease;

(d) Any assessment, tax, fee, levy, charge or similar imposition by any governmental agency related to any transportation plan, fund or system instituted within the geographic area of which the Premises are a part.

The definition of “**Taxes**,” including any additional tax the nature of which was previously included within the definition of Taxes, shall include any increases in such taxes, levies, charges or assessments occasioned by increases in tax rates or increases in assessed valuations, whether occurring as a result of a sale or otherwise.

3.7.3 **Contest of Taxes.** Licensee shall have the right to contest, oppose or object to the amount or validity of any Taxes or other charge levied on or assessed against the Premises and/or Improvements or any part thereof; provided, however, that the contest, opposition or objection must be filed before the Taxes or other charge at which it is directed becomes delinquent. Furthermore, no such contest, opposition or objection shall be continued or maintained after the date the tax, assessment or other charge at which it is directed becomes delinquent unless Licensee has either: (i) paid such tax, assessment or other charge under protest prior to its becoming delinquent; or (ii) obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment or other charge by posting such bond or other matter required by law for such a stay; or (iii) delivered to County a good and sufficient undertaking in an amount specified by County and issued by a bonding corporation authorized to issue undertakings in California conditioned on the payment by Licensee of the tax, assessments or charge, together with any fines, interest, penalties, costs and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Licensee’s contest, opposition or objection to such tax, assessment or other charge.

3.7.4 **Payment by County.** Should Licensee fail to pay any Taxes required by this Article III to be paid by Licensee within the time specified herein, and if such amount is not paid by Licensee within ten (10) days after receipt of County’s written notice advising Licensee of such nonpayment, County may, without further notice to or demand on Licensee, pay,

discharge or adjust such tax, assessment or other charge for the benefit of Licensee. In such event Licensee shall promptly on written demand of County, reimburse County for the full amount paid by County in paying, discharging or adjusting such tax, assessment or other charge, together with interest at the Interest Rate from the date advanced until the date repaid.

3.7.5 **Operating Costs.** Licensee shall pay all Operating Costs during the Term prior to delinquency. As used in this License, the term “**Operating Costs**” shall mean all charges, costs and expenses related to the Premises, including, but not limited to, management, operation, maintenance, overhaul, improvement or repair of the Improvements, Access and Common Areas, and/or the Premises, and operation and management of the fishing concession, including fish stocking at Licensee’s discretion and parking.

3.7.6 **Utility Costs.** Licensee shall pay all Utility Costs during the Term prior to delinquency. As used in this License, the term “**Utility Costs**” shall include all charges, surcharges and other costs of installing and using all utilities required for or utilized in connection with the Premises and/or the Premises or the Improvements, including without limitation, costs of heating, ventilation and air conditioning for the Premises, costs of furnishing gas, electricity and other fuels or power sources to the Premises, and the costs of furnishing water and sewer services to the Premises.

ARTICLE IV USE OF PREMISES

4.1 **Permitted Use of Premises.** Licensee may use the Premises for the construction, development, entitlement, operation, maintenance, replacement and repair of the Improvements permitted hereunder. Licensee’s use of the Premises also includes the exclusive use of the Recreation Rights as described in Recital C of this License for the exclusive purpose of accessing the waters of Irvine Lake for shoreline fishing and the non-exclusive, in common, use of Access and Common Areas. Licensee agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises, except as set forth herein with the prior written approval of the Chief Real Estate Officer which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer.

4.2 Required and Optional Facilities and Services.

4.2.1 **Required Services and Uses.** County’s primary purpose for entering into this License is for the Licensee’s management and operation of a public fishing concession, including fish stocking at Licensee’s discretion, and to promote the development of other recreational uses and Improvements consistent with this License and other uses at and around Irvine Lake. Other than a daily parking fee, the shoreline fishing concession shall remain free of charge to the public and shall be operated according to the scope of work attached hereto as **Exhibit K**. The shoreline fishing concession shall be operational, both before and after IRWD’s Construction Project, when reservoir water levels and the aquatic ecosystem support fishing, as determined by the Chief Real Estate Officer, in consultation with the Director of OC Parks, IRWD and Licensee; however, Licensee shall plan to cease shoreline fishing operations once reservoir water levels are drained to an elevation of 735-feet, or as otherwise directed by the Chief Real Estate Officer, in advance of IRWD’s Construction Project. When the fishing concession is non-

operational, Licensee shall be permitted to modify and use the fishing concession's parking lot for interim RV/boat storage. In the event Licensee constructs the interim RV/boat storage area, Licensee shall restore the fishing concession parking lot in advance of water levels returning to fishable levels after IRWD's Construction Project, or as otherwise directed by County. In furtherance of these purposes, Licensee shall construct and during the entire Term (unless otherwise provided herein) operate and maintain the Improvements in a manner consistent with the Laws and for the following uses (the "**Permitted Uses**"):

- (a) Shoreline fishing concession, including a bait and tackle shop, fish stocking at Licensee's discretion, and parking lot (County shall have option to require sale of specific County merchandise at bait and tackle shop);
- (b) Interim RV/boat storage;
- (c) Periodic fishing derby events (County shall have option to require specific fishing derby events);
- (d) BMX track;
- (e) Picnic/Event Center;
- (f) Private events;
- (g) Short-term Glamping/Overnight Camping;
- (h) On-site camping host/care-taker residence;
- (i) Public restrooms;
- (j) Public parking;
- (k) First-aid stations;
- (l) Concessions;
- (m) Reservation system/pre-ticketing for concerts, festivals, and other large events exceeding 2,500 attendees;*
- (n) Licensee operated electric boat patrols;
- (o) other uses which are in compliance with applicable Laws, restrictions, and approved by the Chief Real Estate Officer in writing from time to time.

*Large events shall be limited to a 2,500-person maximum capacity until a Parking and Circulation Plan, as defined in Section 14.5.2, is approved by the Chief Real Estate Officer, unless otherwise restricted by applicable law or ordinance.

4.2.2 Optional Services and Uses. Subject to the prior written approval of the Chief Real Estate Officer, Licensee may provide those additional services and uses which are

ancillary to and compatible with the required services and uses herein. Said optional services and uses may, if approved, include but are not limited to the following:

- (a) Public Beer and Music Nights*
- (b) Concerts/Festivals*
- (c) Car/Motorcycle Shows*
- (d) Bicycle Rentals*
- (e) Equipment Rentals*
- (f) Portable Restrooms*
- (g) Food Trucks*
- (h) Catering*
- (i) Mobile Office Trailers*
- (j) Merchandise Sales*
- (k) Daily RV Parking*
- (l) Propane Barbeques*
- (m) Propane Fire Rings*
- (n) Vending Machines – Beverages and Snacks*
- (o) Laundry Machines*
- (p) ATM*
- (q) Carnival rides and games, including slide and rock-climbing wall*
- (r) Archery range*
- (s) Oak Canyon Pond Boat Rentals (pedal/paddleboats)*
- (t) RV Camp Sites
- (u) Seasonal events
- (v) On-site ticket sales that do not impact traffic on Santiago Canyon

Road*

*County acknowledges prior approval of this service or use. Portable restrooms shall at all times avoid contact with Reservoir water and shall be located above the historical high-water line, regardless of current water levels. If the Licensee proposes to place portable restrooms below the historical high-water line, prior written approval from IRWD shall be required. Large concerts, festivals, shows, and other large events shall be subject to maximum capacity limitations and noise restrictions as set by County or applicable law or ordinance. If the use of on-site ticket sales impacts traffic on Santiago Canyon Road, then County shall have the authority to revoke this use and may restrict or prohibit Licensees' on-site ticket sales at its discretion. Propane barbeques and propane fire rings shall be restricted to campgrounds or group areas, or other designated areas as approved by County or applicable agencies having authority.

4.2.3 Additional Concessions or Services. Licensee may establish, maintain, and operate such other additional facilities, concessions, and services as Licensee, the Chief Real Estate Officer, from time to time, determine to be reasonably necessary for the use of the Premises and which are otherwise permitted by Law.

4.2.4 Restricted Use. The services and uses listed in this Article IV, both required and optional, shall be the only services and uses permitted. Licensee agrees not to use the Premises for any other purpose or engage in or permit any other activity within or from the Premises except as approved in writing by the Chief Real Estate Officer as set forth herein, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer. The Covenant Agreement described in Recital C of this License and the Shoreline Fishing License described in Recital D of this License is binding on the Licensee for use of any portion of the Reservoir Property granted in this License. Additionally, the following services and uses are strictly prohibited ("**Restricted Uses**"):

- (a) No open fires, firepits, or campfires with ember producing fuel (wood, charcoal, etc.)
- (b) No fireworks
- (c) No swimming or other bodily contact with Reservoir water
- (d) No new trail or access road connections
- (e) No boating of any kind, except for Licensee operated electric boat patrols (gas powered Licensee patrols not allowed)
- (f) No agriculture (including cultivation/harvesting of pumpkins, fruits, vegetables, or other crops)
- (g) Other Restrictions on Reservoir Property as included in the Covenant Agreement and/or the Shoreline Fishing License

4.2.5 Continuous Use. During the Term, Licensee shall continuously conduct Licensee's business in the Premises in the manner provided under this License and shall not discontinue use of the Premises for any period of time except as permitted in advance and in writing by the Chief Real Estate Officer.

4.2.6 Alcohol Restrictions. Licensee may sell beer, wine and/or alcoholic beverages on the Premises so long as Licensee obtains all necessary permits and licenses to permit the sale or service of beer, wine and/or alcoholic beverages on the Premises and otherwise complies with any applicable laws and ordinances. Any such sales shall be subject to the Percentage Rent above.

4.2.7 Permits and Licenses. Licensee shall be solely responsible to obtain, at its sole cost and expense, any and all permits, licenses or other approvals required for the uses permitted herein and shall maintain such permits, licenses or other approvals for the entire Term.

4.3 IRWD's Construction Project. IRWD is anticipated to start draining the lake in October 2026 prior to the active construction period. The active construction period is anticipated to last approximately four years, beginning in 2027 and concluding in 2031. The exact timing and duration of lake draining, the active construction period, and lake refilling is currently unknown and subject to change. Draining of the lake may restrict some of the Licensee's access, services and uses during IRWD's Construction Project.

4.3.1 Impacts on Water Use. The provision of water service during IRWD's Construction Project is not guaranteed. The Licensee is prohibited from treating untreated Irvine Lake water and serving it to the public as domestic water. IRWD shall be the only domestic water provider for the Premises.

4.3.2 Impacts on Licensee Uses and Construction. Nothing contained in this License shall prevent the County from restricting the Licensee's uses or services as necessary or convenient for IRWD's Construction Project. However, County will use reasonable efforts to notify Licensee prior to restricting Licensee's uses or services. During IRWD's Construction Project, IRWD will require use access roads, including the Access Road, for construction staging and other activities. Licensee acknowledges that Licensee's use of access roads are secondary to IRWD's use of the property during the construction of IRWD's Construction Project and in the event of any conflicts, IRWD's use is primary. Licensee's use of the Access Road and any other access roads shall not unreasonably impede IRWD's use of the Access Road or any other access roads for access to the Flats for official business or during IRWD's Construction Project. Additionally, IRWD's Construction Project will involve the use of heavy machinery and may increase noise and dust above current levels and decrease visibility below current levels. Licensee hereby waives any claims against County for any claims, including damages, delay claims, or other causes of action, relating to such interruption.

4.3.3 Reservoir Water Levels. The Licensee acknowledges and understands that water levels in the Reservoir will be significantly diminished during IRWD's Construction Project. Licensee shall not have access to the dry lake bottom during IRWD's Construction Project. Before and after IRWD's Construction Project, water levels in the Reservoir will fluctuate as a result of, among other things, drought, rain and runoff, withdrawals for water supply purposes, seasonal fluctuations, environmental and regulatory requirements, catastrophic events that require draining/lowing lake level, or any other unforeseen act of nature. However, County will use reasonable efforts to notify Licensee prior to IRWD taking action that is likely to significantly affect water levels in the Reservoir.

4.4 **Nuisance; Waste.** Licensee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises, Access and Common Areas, and Improvements or any part thereof. Licensee shall not commit or allow to be committed any waste in or upon the Premises, Access and Common Areas, or Improvements and shall keep the Premises and the Improvements thereon in good condition, repair and appearance, and the Access and Common Areas in good condition, repair and appearance as required in Section 6.1.2.

4.5 **Compliance with Laws.** Licensee shall not use or permit the Premises, Access and Common Areas, or the Improvements or any portion thereof to be used in any manner or for any purpose that violates any applicable Laws in any material respect. Licensee shall have the right to contest, in good faith, any such Laws, and to delay compliance with such Laws during the pendency of such contest (so long as there is no material threat to life, health or safety that is not mitigated by Licensee to the satisfaction of the applicable authorities). County shall cooperate with Licensee in all reasonable respects in such contest, including joining with Licensee in any such contest if County's joinder is required in order to maintain such contest; provide, however, that any such contest shall be without cost to County, and Licensee shall indemnify, defend and protect the Premises, Access and Common Areas, and County from Licensee's failure to observe or comply with the contested Law during the pendency of the contest.

4.6 **Hazardous Materials.**

4.6.1 **Definition of Hazardous Materials.** For purposes of this License, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the County, acting in its respective governmental capacities, the State of California or the United States government.

4.6.2 **Use of Hazardous Materials.** Except for those Hazardous Materials which are customarily used in connection with any permitted use of the Premises, Access and Common Areas, and Improvements under this License (which Hazardous Materials shall be used in compliance with all applicable Laws), Licensee or Licensee's employees, agents, independent contractors or invitees (collectively "Licensee Parties") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises or Access and Common Areas, (which for purposes of this Section shall include the subsurface soil and ground water).

4.6.3 **Licensee Obligations.** If the presence of any Hazardous Materials on, under or about the Premises or Access and Common Areas, caused or permitted by Licensee or Licensee Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises or Access and Common Areas, (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, Licensee, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises or Access and Common Areas, to the condition existing prior to the introduction of such Hazardous Materials to the Premises or Access and Common Areas, and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this License, Licensee shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises or Access and Common

Areas, as required by this License or by applicable Laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Licensee or Licensee Parties. Notwithstanding the foregoing, Licensee shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises or Access and Common Areas, caused or permitted by Licensee or Licensee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the County. All work performed or caused to be performed by Licensee as provided for above shall be done in good and workmanlike manner and in compliance with all applicable Laws and with all plans, specifications, permits and other requirements for such work approved by County.

4.6.4 Indemnification for Hazardous Materials.

(a) To the fullest extent permitted by law, Licensee hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to County) County and members of the Board of Supervisors and its elected officials, officers, employees, agents, independent contractors, and the Premises and Access and Common Areas, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises, or Access and Common Areas, or damages arising from any adverse impact on marketing and diminution in the value of the Premises or Access and Common Areas), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises or Access and Common Areas by Licensee or Licensee Parties.

(b) The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises or Access and Common Areas, and the preparation of any closure or other required plans.

4.7 Access by County. County reserves the right for County and County's authorized representatives to enter the Premises at any time, in order to (i) determine whether Licensee is complying with Licensee's obligations hereunder, or (ii) enforce any rights given to County under this License. County also reserves the right for County and County's authorized representatives to always enter the Premises to access other County property adjacent to, but not included in the Premises. County shall take all necessary measures not to unreasonably interfere with Licensee's or any sublicensee's business at the Premises in exercising its rights under this Section.

ARTICLE V CONSTRUCTION OF IMPROVEMENTS

5.1 Construction of Improvements.

5.1.1 Initial Improvements. Although not required or obligated to construct all the Initial Improvements, Licensee shall endeavor to complete construction of the Initial Improvements with good faith efforts; and Licensee shall contribute at least Five Hundred

Thousand Dollars (\$500,000) to the construction of some of the Initial Improvements (“**Capital Improvement Contribution**”), which amount and Initial Improvements may be modified with the prior written approval of the Chief Real Estate Officer. The Parties agree that the Capital Improvement Contribution and the Initial Improvements may be subject to change based on the unknown impacts, interference, restrictions, and circumstances resulting from IRWD’s Construction Project. The Initial Improvements that are constructed will be completed in a first-class workmanlike matter, in accordance with **Exhibit G** and the approved Construction Drawings, Specifications, Construction Budget, Construction Schedule, and the form contracts with Contractor and Architect (collectively, the “**Approved Construction Documents**”) (as such documents may be revised from time to time in accordance with this License) and all required permits and all applicable Laws.

5.1.2 **Changes to Construction Documents.** Licensee shall not make any changes to the Approved Construction Documents without the prior written approval of the Chief Real Estate Officer. All requests for approval of changes to the Approved Construction Documents shall be submitted by Licensee to the Chief Real Estate Officer with a reasonably detailed explanation of the reasons for the requested change and any impact that such change may have on the Construction Budget and/or Construction Schedule, if any. If the Chief Real Estate Officer approves the requested change, then Licensee shall provide the Chief Real Estate Officer with a copy of the revised Approved Construction Documents and the Licensee shall be obligated to complete the Work in accordance with such revised Approved Construction Documents.

5.1.3 **Preconditions.** No Work for development of the Initial Improvements shall be commenced, and no building or other materials shall be delivered to the Premises, until Licensee has satisfied all the following preconditions:

(a) **Preliminary Plans.** The Chief Real Estate Officer shall have initially reviewed and approved the Preliminary Plans (defined below) in writing and in accordance with the following procedure. Licensee shall submit preliminary plans for the development of the Premises (“**Preliminary Plans**”), as allowed under the terms of this License, to the County’s Chief Real Estate Officer for approval. The Preliminary Plans shall be prepared by an architect licensed in the State of California and shall include:

- (1) A detailed preliminary site plan of the Premises showing:
 - a. all improvements planned for the Premises;
 - b. any existing and/or proposed easements affecting the Premises;
 - c. ingress and egress to and from the Premises;
 - d. parking;
 - e. location of all utilities;
 - f. drainage plan; and
 - g. grade elevations of all structures;
- (2) Finalized landscape development plans including irrigation plans, and plant palette/species list;

- (3) Structural, mechanical, and lighting systems;
- (4) Colored rendering or model of the planned development;
- (5) Preliminary construction budget; and
- (6) Preliminary construction schedule. License shall work in good faith with IRWD to develop Licensee's Construction Schedule in a manner that avoids impacts to/from IRWD's Construction Project; however, there may be unavoidable or unforeseen impacts to Licensee's proposed schedule.

Within forty-five (45) days of receipt of the Preliminary Plans, the County shall approve, reject or comment on the Preliminary Plans. The Chief Real Estate Officer's review will be limited only to reviewing the Preliminary Plans for conformity with this License and shall not provide any representations or warranties regarding the sufficiency of the Preliminary Plans for the required land use approvals or for construction.

(b) Construction Documents. The Chief Real Estate Officer shall have approved the Construction Documents (defined below) in writing and in accordance with the following procedure. Following the Chief Real Estate Officer's approval of the Preliminary Plans, Licensee shall submit to the Chief Real Estate Officer construction documents including those documents listed below (collectively, the "**Construction Documents**") for development of the Project:

- (1) Complete Construction Drawings;
- (2) Complete Specifications;
- (3) Construction contract form;
- (4) Architect contract form;
- (5) Final Construction Budget; and
- (6) Final Construction Schedule.

The County will approve, reject, or comment on the Construction Documents within forty-five (45) days following the Chief Real Estate Officer's receipt of the Construction Documents.

Following Licensee's receipt of written comments on the Construction Documents from County, Licensee shall complete all corrections and adjustments to the Construction Documents required by the County and resubmit the revised Construction Documents for approval. The County shall have an additional thirty (30) days following receipt of such revised Construction Documents to approve, reject or further comment on such documents. Following receipt of the County's approval of the revised Construction Documents, Licensee shall submit such approved Construction Documents to the County's OC Development Services for plan check.

(c) Environmental Requirements. Prior to commencement of any construction of the Premises, Licensee shall have obtained environmental clearance for the Project from all appropriate authorities and governmental agencies having jurisdiction over the Premises and complied with all applicable laws including, but not limited to, the California Environmental Quality Act, and delivered written confirmation of same to the County's Chief Real Estate Officer, all in accordance with the following procedure:

(1) Concurrently with or prior to the submission of the Preliminary Plans, Licensee shall submit to the County's OC Development Services a draft Initial Study, prepared at Licensee's expense, and such other documents as the County's OC Development Services may require in order for the County's OC Development Services to determine whether a Negative Declaration or an Environmental Impact Report ("EIR") will be necessary for the proposed Project. Such determination will be made in accordance with the County's OC Development Services' normal procedures.

(2) If the County's OC Development Services determines that a Negative Declaration, or other similar environmental document is appropriate, Licensee shall submit all necessary documentation and cooperate with the County's OC Development Services in order to provide the Chief Real Estate Officer with written proof of environmental clearance on this Project from the appropriate governmental authority.

(3) If an EIR is mandated by the County's OC Development Services, Licensee shall obtain a screen check EIR and draft EIR at its own expense and shall process same in accordance with the County's OC Development Services procedure.

(d) Permits. Licensee shall have obtained, and provided the County's Chief Real Estate Officer with satisfactory evidence of, all necessary clearances and permits from the County's OC Development Services, and any other governmental authority with jurisdiction over the Project, to commence construction of the Project as preliminarily approved by the Chief Real Estate Officer. After Licensee obtains environmental clearance for the Project from all appropriate authorities and governmental agencies in accordance with paragraph C above, Licensee shall submit applications to the County's OC Development Services and all other applicable governmental agencies for the requisite permits to construct the Project. If County's consent on any application for such permits is required by any governmental or regulatory agency as a condition to the issuance of permits for the Project, then County shall not unreasonably withhold such consent.

Licensee acknowledges and agrees that no grading, or other construction activities shall be permitted on the Premises until all applicable permits, entitlements, approvals, and clearances have been obtained from the County's OC Development Services and any other governmental authority with jurisdiction over the Premises or Project, as applicable.

(e) General Plan Conformity. Licensee shall have obtained a finding from the County's OC Development Services that the proposed Project is in conformance with the County's General Plan pursuant to Government Code Section 65402 and shall have provided written evidence of such conformity to the County's Chief Real Estate Officer.

(f) Notice of Construction Commencement. Written notice shall have been given by Licensee to County of the proposed commencement of construction of the Premises or the delivery of construction materials in order to permit County to take all necessary actions under California Civil Code section 3094, including posting of a notice of non-responsibility at the Premises;

(g) Executed Contracts. Licensee shall have provided to County (i) evidence that Licensee has entered into architect and construction contracts in the forms approved by the Chief Real Estate Officer prior to the any construction and with a general contractor (“**Contractor**”) and architect (“**Architect**”) licensed by the State of California, and who is adequately insured for the purposes of performing under this License, and approved by the Chief Real Estate Officer prior to construction, and (ii) the written agreement of the Contractor and Architect that, in the event this License is terminated for any reason, then at County’s election, Architect and/or Contractor, as applicable, will recognize County as the assignee of the contracts with the Architect and/or Contractor, as applicable, and County may, upon such election, assume such contract with credit for payments made prior thereto; and

(h) Insurance. Licensee shall have delivered to the Chief Real Estate Officer certificates of insurance evidencing that Licensee and Contractor have acquired all the insurance that they are obligated to carry pursuant to Section 8.1.

(i) Construction Funding. Prior to construction of the Initial Improvements, Licensee shall provide to County evidence reasonably satisfactory to County of funding available to Licensee that is sufficient to pay for any and all hard and soft costs to be incurred by Licensee in connection with the design and construction of the Initial Improvements, as set forth in the Construction Budget, which evidence may consist of actual equity funds then held by Licensee and set-aside for the purpose of constructing the Initial Improvements, or other evidence satisfactory to County. Licensee may from time-to-time change funding sources and the allocation thereof, so long as the aggregate available funding continues to be sufficient to pay for Licensee’s estimated remaining cost of constructing the Initial Improvements, provided that Licensee shall promptly notify County of any such change.

5.1.4 Utilities. To the extent not already constructed, Licensee, at no cost to County, shall construct or cause to be constructed all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used on the Premises at Licensee’s sole cost and expense for the purposes of conducting Licensee operations thereon. All such utilities shall be separately metered from any utilities which may be used by County in conducting its operations, if any, on or about the Premises, and all taxes, connection fees, or service fees related to Licensee’s operations on the Premises shall be Licensee’s responsibility and shall be paid prior to the delinquency date. Licensee agrees to indemnify County against any liability for the late payment or non-payment of any such taxes, connection fees, or service fees. Nothing contained in this Section is to be construed or implied to give Licensee the right or permission to install or to permit any utility poles or communication towers to be constructed or installed on the Premises.

5.1.5 County Review. Several of the preconditions to construction involve obtaining reviews and approvals from officers, employees or agents of the County. Each of those

reviews shall be conducted in an independent manner and nothing contained herein shall be deemed to limit the jurisdiction or authority otherwise possessed by said officers, employees or agents in the conduct of such review. Nothing contained in this License shall be deemed to imply that required approvals will be forthcoming, and the failure to issue any such approval or permit by any officer, employee or agent of the County shall not be deemed in any manner a breach of this License, nor shall any such denial give rise to any claim, liability, obligation, or cause of action with respect to this License. No permit, approval, or consent given by the County, or its officers, employees, or agents, acting in its/their governmental capacity, shall affect or limit Licensee's obligations under this License or under the License, nor shall any approvals or consents given under this License by County or by the Chief Real Estate Officer, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, and/or regulations.

5.1.6 **Compliance with Laws and Permits.** Licensee shall cause all Improvements made by Licensee to be constructed in compliance with all applicable Laws, including all applicable grading permits, building permits, and other permits and approvals issued by governmental agencies and bodies having jurisdiction over the construction thereof. No permit, approval, or consent given hereunder by County, or County in its respective governmental capacities, shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by County, as a party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations, or have any effect on approval rights that the County may have in its respective governmental capacities.

5.1.7 **Reports.** Not less than quarterly from the commencement of construction of the Initial Improvements, Licensee shall provide County with written construction status reports in the form of AIA No. G702, augmented by oral reports if so requested by County.

5.1.8 **Certificate of Occupancy.** Licensee shall provide the Chief Real Estate Officer with a copy of the Certificate of Occupancy of the Initial Improvements, if applicable, promptly following issuance thereof.

5.1.9 **Mechanic's Liens or Stop Notices.** Licensee shall at all times indemnify, defend with counsel approved in writing by County and save County harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Area, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a lien or stop notice is imposed upon the License Area as a result of such construction, repair, alteration, or installation, Licensee shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with sections 8424 or 9364 of the Civil Code, which frees the License Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

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

5.1.10 **No Responsibility.** Any approvals by County with respect to any Improvements shall not make County responsible for the Improvement with respect to which approval is given, or the construction thereof. Licensee shall indemnify, defend and hold County harmless from and against all liability and all claims of liability (including, without limitation, reasonable attorneys' fees and costs) arising during the term of this License for damage or injury to persons or property or for death of persons arising from or in connection with such Improvement or construction.

5.2 **Ownership of Improvements.**

5.2.1 **During Term.** Title to all Improvements constructed or placed on the Premises by Licensee and paid for by Licensee are and shall be vested in Licensee during the entire Term of this License, until the expiration or earlier termination thereof. The Parties agree for themselves and all persons claiming under them that the Improvements are real property. Licensee may use the two (2) existing parking pay stations on the Premises, which are owned by the County, until the fishing concession is closed for IRWD's Construction Project. At that time, County may retake possession of the pay stations, including removal of the pay stations.

5.2.2 **Upon Expiration of Term.** All Improvements on the Premises at the expiration or earlier termination of the Term of this License shall, without additional payment to Licensee, then become County's property free and clear of all claims to or against them by Licensee and free and clear of any liens and claims arising from Licensee's use and occupancy of the Premises, and with Taxes paid current as of the expiration or termination date. Licensee shall upon the expiration or earlier termination of the Term deliver possession of the Premises and the Improvements to County in a well-maintained condition consistent with the requirements of this License, taking into account reasonable wear and tear and the age of the Improvements.

(a) County retains the right to require Licensee, at Licensee's cost, to remove, demolish and clear all Improvements located on the Premises at the expiration or termination hereof. Said removal shall include leveling the Premises, the removal of any underground obstructions, and the compaction of filled excavations to ninety percent (90%) compaction.

(b) In order to ensure that Licensee has sufficient funds reserved for such removal, demolition and clearing, County, may, at any time during the last year of the Term, request an estimate showing the then estimated costs for the removal, demolition and clearing of the Improvements. Licensee shall, within sixty (60) days following receipt of such notice, provide County, a report prepared by a construction and demolition expert reasonably acceptable by County that details and estimates the cost and required time period for the demolition and removal of the Improvements at the expiration of the Term (the "**Demolition and Removal Report**"). If Licensee thereafter elects to exercise its option to extend the Term pursuant to Section 2.3.2 and County approves of said extension, then Licensee shall, following receipt of written notice from County, at any time during the Extension Term, cause the Demolition and Removal Report to be

updated to reflect the extended License Term. Licensee shall deliver a copy of the updated Demolition and Removal Report to the County within sixty (60) days following receipt of such notice from County.

(c) Following County's receipt of such estimate, County may require Licensee to establish a separate account, in a bank or other financial establishment approved by the Chief Real Estate Officer for the deposit of funds to cover such estimated anticipated expense of demolition and clearing (the "**Demolition Security**"). The Demolition Security shall be maintained for the remaining duration of the License Term and expended solely for the demolition and clearing under this Section. The Demolition Security shall also be explicitly available to the County for such removal in the event that Licensee does not comply with the terms of this Section upon the time periods set forth herein. To the extent that Licensee does not comply with the terms of this Section upon the time periods set forth herein and the County shall have the right to use the Demolition Security to pay the costs of demolition and removal and, to the extent that the amount of the Demolition Security exceeds the actual cost of such demolition and removal, the excess funds shall be delivered to Licensee within sixty (60) days after completion of such demolition and removal. Upon completion of all of Licensee's obligations under this Section 5.2.2, the remaining balance of any Demolition Security (and to the extent not used by County pursuant this Section) shall be returned to Licensee.

5.3 **"AS-BUILT" Plans.** Within sixty (60) days following completion of any substantial improvement within the Premises, Licensee shall furnish the Chief Real Estate Officer a complete set of reproducibles and two sets of prints of "As-Built" plans and a magnetic tape, disk or other storage device containing the "As-Built" plans in a form usable by County, to County's satisfaction, on County's computer aided mapping and design ("**CAD**") equipment. CAD files are also to be converted to Acrobat Reader (*.pdf format), which shall be included on the disk or other storage device to the County's satisfaction. In addition, Licensee shall furnish the Chief Real Estate Officer copy of the final construction costs for the construction of such improvements.

ARTICLE VI

REPAIRS, MAINTENANCE, ADDITIONS AND RECONSTRUCTION

6.1 Maintenance by Licensee.

6.1.1 **Premises.** Throughout the Term of this License, Licensee shall, at Licensee's sole cost and expense, keep and maintain the Premises, and any and all Improvements now or hereafter constructed and installed on the Premises in good order, condition and repair (i.e., so that the Premises does not deteriorate more quickly than its age and reasonable wear and tear would otherwise dictate) and in a safe and sanitary condition and in compliance with all applicable Laws in all material respects.

6.1.2 **Access and Common Areas.** Licensee shall be responsible for, and pay all costs associated with, preparing, maintaining, and repairing the designated dry lakebed areas described in Section 2.4(a) in a manner that is sufficiently safe and appropriate for shoreline fishing and those activities reasonably related thereto, at such intervals as shall be required to maintain the areas in good condition and repair, and shall be accomplished without interfering

with the use and operation of the Reservoir Property for water supply purposes by IRWD. The Access Road shall be maintained by County and IRWD for reasonable vehicle ingress and egress. If Licensee, upon prior written approval of the Chief Real Estate Officer, has improved the Access Road to support more intense uses or desires that the Access Road be maintained to a higher standard, then such improvements or maintenance shall be the responsibility of Licensee. Further, in addition to the dry lakebed areas described in Section 2.4(a) and the Access Road responsibilities described in this Section, Licensee shall be responsible for, and pay all costs associated with, any other authorized activities, terms, or conditions related to any other use of Access and Common Areas as approved by the Chief Real Estate Officer. County may relocate the Access and Common Areas with reasonable notice to the Licensee.

6.1.3 Organic Waste. In the event Licensee's operations, construction, or maintenance responsibilities include the use or application of compost, mulch, or other processed organic material (hereafter referred to as "**Organic Material**"), Licensee shall endeavor to utilize organic material that meets Senate Bill ("**SB**") 1383 procurement standards, which can be credited to the County's SB 1383 Procurement Target. Organic Material is made available by the County free of charge. Per State requirements, Licensee shall provide records to Orange County Waste & Recycling ("**OCWR**") at SB1383@ocwr.ocgov.com regarding use of the Organic Material. Such records shall include the following:

- i. License/Licensee name;
- ii. General description of how and where the product was used and applied;
- iii. Source of product, including name, physical location and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
- iv. Type of product (e.g.: compost, composted mulch, mulch);
- v. Quantity of each product; and
- vi. Invoice or other record demonstrating purchase or procurement of the product.

Licensee shall comply with California SB 1383, if Licensee sells consumable goods to the public or generates organic and/or recyclable waste as defined by the law. Applicable Licensees shall:

- i. Provide and maintain containers, with labeling for organics, recyclables and solid waste, which meet State, County and City regulatory standards as applicable;
- ii. Ensure proper waste hauler services to ensure proper segregation of collected organics, recyclables, and solid waste, as required;
- iii. Establish or Subscribe to an Edible Food Recovery Agreement/Program per SB 1383 requirements, if Licensee operations meet or exceed Tier 1 or Tier 2 thresholds as an Edible Food Generator;
- iv. Comply with any applicable future waste diversion and recycling regulations; and

- v. Be responsible for filing any required waivers and/or documentation if Licensee is exempt from compliance. Any fines imposed to the Licensee by a State and/or local entity for non-compliance with waste diversion and recycling regulations are Licensee's responsibility.

6.2 **Interior Improvements, Additions and Reconstruction of Improvements.**

Following completion of construction of the Initial Improvements, Licensee shall not commence construction of any work or series of works on the Improvements, without the prior written approval of the Chief Real Estate Officer. Licensee shall provide the Chief Real Estate Officer with written notice of all such intended work, which notice shall include copies of (I) all required permits, (II) architectural, engineering and landscaping drawings for such work, (III) Licensee's contracts with its general contractor and architect for such work, (IV) Licensee's budget for such work, (V) the construction schedule for such work, and (VI) such other documentation and information regarding such intended work as the Chief Real Estate Officer may reasonably request. Notwithstanding the foregoing, following the completion of construction of the Initial Improvements, Licensee shall have the right from time to time, without the Chief Real Estate Officer's prior written consent, to perform the following alterations or renovations to the Improvements ("**Permitted Alterations**"): (i) to make any interior improvements to the Improvements required for Licensee improvements under any approved Sublicense to the extent same are consistent with the Permitted Uses; and (ii) following any damage to or destruction of the Improvements, to restore and reconstruct the Improvements (interior and exterior) in accordance with the Construction Drawings (whether or not required to do so under Article VII). Licensee shall perform all work authorized by the Chief Real Estate Officer pursuant to this Section at its sole cost and expense and in compliance with all applicable Laws in all material respects.

6.3 **All Other Construction, Demolition, Alterations, Improvements and Reconstruction.** Following the completion of construction of the Initial Improvements, and except as specified in Sections 6.1 and 6.2, any construction, alterations, additions, repairs, maintenance, demolition, improvements or reconstruction of any kind shall require the prior written consent of the County which consent shall not be unreasonably conditioned, delayed or withheld and may require approval from the County's Governing Boards, respectively. Licensee shall perform all work authorized by this Section at its sole cost and expense and in compliance with all applicable Laws in all material respects.

6.4 **Requirements of Governmental Agencies.** At all times during the Term of this License, Licensee, at Licensee's sole cost and expense, shall: (i) make all alterations, improvements, demolitions, additions or repairs to the Premises and/or the Improvements, or maintenance or repairs to the Access and Common Areas, required to be made by any law, ordinance, statute, order or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity; (ii) observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Premises, Access and Common Areas, and/or the Improvements (subject to Licensee's right to contest such Laws in accordance with Section 4.5); (iv) indemnify, defend and hold County, the Premises, Access and Common Areas, and the Improvements free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Licensee's failure to comply with and perform the requirements of this Article VI.

6.5 **County Obligations.** Licensee specifically acknowledges and agrees that County shall not have any obligations with respect to the maintenance, alteration, improvement, demolition, addition or repair of any Improvements, except only as specifically provided in this License.

6.6 **Accessibility Disclosure.** In compliance with its disclosure obligations under Section 1938 of the California Civil Code, County hereby notifies Licensee that, as of the Effective Date, the Premises and Access and Common Areas have not been inspected by a Certified Access Specialist (as referred to in Section 1938 of the California Civil Code). As such, County hereby advises Licensee as follows:

“A Certified Access Specialist (“CASp”) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or Licensee from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or Licensee, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

If Licensee elects to have a CASp inspect the Premises and Access and Common Areas, then Licensee shall: (a) provide County with prior written notice of such election and mutually agree with County on the arrangements for the time and manner of the CASp inspection, (b) promptly give County a copy of the resulting report (the “CASp Report”) upon receipt, (c) be responsible, at its sole cost and expense, for the cost of the CASp Report and for completing any repairs or modifications that are necessary to correct violations of construction-related accessibility standards noted in the CASp Report and any additional work necessitated thereby (all of which Licensee shall complete as expeditiously as possible following the issuance of the CASp Report and in compliance with this License (including without limitation Article 5), unless County elects at its option to perform such work at Licensee’s expense), and (d) not disclose and cause its partners, members, officers, directors, managers, shareholders, employees, agents, brokers and attorneys to not disclose the CASp Report to any person other than County (and except as necessary for Licensee to complete the repairs and corrections of violations noted in the CASp Report) without first obtaining the prior written consent of County. Licensee’s obligation to indemnify County and the County Parties under Section 8.2 below shall apply equally to Claims arising out of any CASp investigation initiated by Licensee, including as a result of any violations discovered thereby.

ARTICLE VII DAMAGE AND RESTORATION

7.1 **Damage and Restoration.** In the event the whole or any part of the Improvements shall be damaged or destroyed by fire or other casualty, damage or action of the elements which is covered by insurance required to be carried by Licensee pursuant to this License or in fact caused by Licensee, at any time during the Term, Licensee shall with all due diligence, at Licensee’s sole cost and expense, repair, restore and rebuild the Improvements on substantially the same plan and

design as existed immediately prior to such damage or destruction and to substantially the same condition that existed immediately prior to such damage, with any changes made by Licensee to comply with then applicable Laws and with any upgrades or improvements that Licensee may determine in its reasonable discretion. If Licensee desires to change the use of the Premises following such casualty, then Licensee may make appropriate changes to the Premises to accommodate such changed use after approval of such change of use by the County pursuant to Article IV above. This Article shall not apply to cosmetic damage or alterations.

7.2 **Restoration.** In the event of any restoration or reconstruction pursuant to this Section, all such work performed by Licensee shall be constructed in a good and workmanlike manner according to and in conformance with the laws, rules and regulations of all governmental bodies and agencies and the requirements of this License applicable to the construction of the Initial Improvements.

7.3 **No Rental Abatement.** Licensee shall not be entitled to any abatement, allowance, reduction, or suspension of Rent because part or all of the Improvements become untenable as a result of the partial or total destruction of the Improvements, and Licensee's obligation to pay Annual Rent and other charges under this License, and Licensee's obligation to keep and perform all other covenants and agreements on its part to be kept and performed hereunder, shall not be decreased or affected in any way by any destruction of or damage to the Improvements.

7.4 **Application of Insurance Proceeds.** If following the occurrence of damage or destruction to the Premises, or Improvements, or Access and Common Areas, Licensee is obligated to or otherwise elects to restore the Premises, Access and Common Areas, and Improvements pursuant to this Article VII, then all proceeds from the insurance required to be maintained by Licensee on the Premises, and the Improvements, and Access and Common Areas shall be applied to fully restore the same, and any excess proceeds shall be paid to Licensee and any deficit in necessary funds plus the amount of any deductible shall be paid by Licensee. If the insurance proceeds are insufficient to pay all costs to fully restore the Improvements, Licensee shall pay the deficiency and shall nevertheless proceed to complete the restoration of the Improvements and pay the cost thereof. Upon lien free completion of the restoration, any balance of the insurance proceeds remaining over and above the cost of such restoration shall be paid to Licensee.

7.5 **Exclusive Remedies.** Notwithstanding any destruction or damage to the Premises, Access and Common Areas, and/or the Improvements, Licensee shall not be released from any of its obligations under this License, except to the extent and upon the conditions expressly stated in this Article VII. County and Licensee hereby expressly waive the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any damage or destruction of the Premises, Access and Common Areas, and/or the Improvements and agree that their rights shall be exclusively governed by the provisions of this Article VII.

ARTICLE VIII INSURANCE AND INDEMNITY

8.1 **Licensee's Required Insurance.**

8.1.1 Licensee agrees to purchase all required insurance at Licensee's expense and to deposit with the Chief Real Estate Officer, certificates of insurance, including all endorsements required herein, necessary to satisfy the Chief Real Estate Officer that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the Chief Real Estate Officer during the entire term of this License. It shall constitute an Event of Default hereunder if Licensee's insurance coverage is terminated and not reinstated within ten (10) business days after notice from County of such termination.

8.1.2 Licensee agrees that it shall not operate on the Premises or use the Access and Common Areas, at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Chief Real Estate Officer; rent however shall not be suspended. In no cases shall assurances by Licensee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Licensee also agrees that upon cancellation, termination, or expiration of Licensee's insurance, the Chief Real Estate Officer may take whatever steps are necessary to interrupt any operation from or on the Premises, or use of the Access and Common Areas, until such time as the Chief Real Estate Officer reinstates the License.

8.1.3 If Licensee fails to provide the Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, County and Licensee agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to Licensee, said material breach shall permit the Chief Real Estate Officer to take whatever steps are necessary to interrupt any operation from or on the Premises, or use of the Access and Common Areas, and to prevent any persons, including, but not limited to, members of the general public, and Licensee's employees and agents, from entering the Premises or Access and Common Areas, until such time as the Chief Real Estate Officer is provided with adequate evidence of insurance required herein. Licensee further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the Chief Real Estate Officer's action.

8.1.4 All contractors performing work on behalf of Licensee pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for Licensee. Licensee shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by County from the Licensee under this License. It is the obligation of the Licensee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises or Access and Common Areas. Such proof of insurance must be maintained by Licensee through the entirety of this License and be available for inspection by County at any reasonable time.

8.1.5 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any self-insured retention (SIR) or

deductible in excess of \$50,000 shall require specific approval by County's Risk Manager following review of Licensee's current audited financial reports.

8.1.6 **Qualified Insurer.** All policies of insurance required under this Article VIII must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

(a) If the insurance carrier not have an A.M. Best Rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(b) The policy or policies of insurance maintained by the Licensee shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Builder's Risk (during the Construction Period) naming retained General Contractor and including Earthquake	Project Value of portion of Project under construction and Earthquake coverage 100% of Replacement Cost Value, no coinsurance
Professional Liability (all design professionals providing services in connection with construction, renovation or alteration of Improvements)	\$ 2,000,000 per claims made
Commercial General Liability	\$1,000,000 per occurrence
Sexual Misconduct including Abuse and Molestation	\$2,000,000 aggregate
Liquor Liability (if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate
Umbrella/Excess Liability with Follow Form Coverage	\$1,000,000 per occurrence \$25,000,000
Automobile Liability Including coverage for owned, or scheduled, non-owned and hired vehicles	\$1,000,000 combined single each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease

Coverages	Minimum Limits
Commercial Property Insurance on an “All Risk” or “Special Causes of Loss” basis covering all buildings, contents and any Licensee improvements including Business Interruption/Loss of Rents with a 12-month limit	100% of the Replacement Cost Value and no coinsurance provision
Pollution Liability	\$2,000,000 per claims-made, or occurrence
Marine Liability including coverage for property damage, bodily injury, and pollution losses resulting from the operation of watercrafts. Coverage also includes the loading, unloading, and storage of property of others including watercrafts.	\$1,000,000 per occurrence

Licensee shall provide a Builders Risk policy providing coverage for the project value of portion of Project under construction and no coinsurance provision. The policy shall provide coverage for all perils including but not limited to transit, off site storage, debris removal, ordinance or law, landscaping, professional fees, pollution cleanup, testing, preservation of property, and earthquake. Licensee is responsible for any deductible amount.

The Builder’s Risk policy shall not be required to cover any tools, equipment, or supplies, unless such tools, equipment, or supplies are part of the Work being constructed. The Licensee shall be responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the Work being constructed.

County and the Licensee waive all rights against each other and the Contractor, subcontractors, sub-subcontractors, officers, and employees of each other, and the Licensee waives all rights against County’s separate contractors, if any, and their subcontractors, sub-subcontractors, officers and employees for damages caused by fire or other perils to the extent paid by the Builder’s Risk insurance, except such rights as they may have to the proceeds of such insurance. The Licensee shall require of its Contractors, subcontractors and sub-subcontractors by appropriate agreements, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

8.1.7 Required Coverage Forms.

(a) The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(b) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

8.1.8 Required Endorsements.

(a) The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

i. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming County, its elected and appointed officials, officers, employees, and agents as Additional Insureds. Blanket coverage may also be provided which will state - ***As Required by Written Contract.***

ii. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by County shall be excess and non-contributing.

(b) All insurance policies required by this contract shall waive all rights of subrogation against County, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment. Blanket coverage may also be provided which will state - ***As Required by Written Contract.***

(c) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County and its elected and appointed officials, officers, agents and employees. Blanket coverage may also be provided which will state - ***As Required by Written Contract.***

(d) The Commercial Property policy shall be endorsed to include County as a Loss Payee. A Loss Payee endorsement shall be submitted with the Certificate of Insurance as evidence of this requirement.

(e) The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

i. An Additional Insured endorsement naming County, its elected and appointed officials, officers, employees, and agents as Additional Insureds. Blanket coverage may also be provided which will state - ***As Required by Written Contract.***

ii. A primary non-contributory endorsement evidencing that Licensee's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

iii. Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Licensee, including the transportation of hazardous waste, hazardous materials, or contaminants.

iv. If Lessee's Pollution Liability and/or Professional Liability policy(ies) is/are a claims-made policy, Licensee shall agree to the following:

(1) The retroactive date must be shown and must be before the date of the contract or the beginning of the License.

(2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of License.

(3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Licensee must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the License.

(f) To the extent available and pursuant to the terms and conditions of the respective insurance policies, insurance policies required by this contract shall give County, 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

(g) The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

(h) Insurance certificates should be forwarded to County address provided in Section 16.18 below or to an address provided by the Chief Real Estate Officer. Licensee has ten (10) business days to provide adequate evidence of insurance or it shall constitute an Event of Default.

(i) County expressly retains the right to require Licensee to increase or decrease insurance of any of the above insurance types throughout the term of this License to a level consistent with then commercially reasonable limits of coverage required by commercial landowners or commercial lenders for improvements like the Improvements used for purposes like those for which the Improvements are used.

(j) The Chief Real Estate Officer shall notify Licensee in writing of changes in the insurance requirements consistent with subsection (i) above. If Licensee does not deposit copies of certificates of insurance and endorsements with the Chief Real Estate Officer incorporating such changes within thirty (30) days of receipt of such notice, it shall constitute an Event of Default.

(k) The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

8.2 Indemnification. Licensee hereby releases and waives all claims and recourse against County including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of County and members of the Board of Supervisors, its officers, agents, employees and contractors. Licensee hereby agrees to indemnify, defend (with counsel approved in writing by County), and hold harmless County and members of the Board of

Supervisors, its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the property described herein, and/or Licensee's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of County and members of the Board of Supervisors, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If County or any County Parties are named as co-defendant(s) in a lawsuit, Licensee shall notify County and any County Parties of such fact and shall represent County and any County Parties in such legal action unless County and/or any County Parties undertakes to represent itself as co-defendant in such legal action, in which event, Licensee shall pay to County and/or any County Parties their respective litigation costs, expenses, and attorneys' fees. If judgment is entered against County and/or any County Parties and Licensee by a court of competent jurisdiction because of the concurrent active negligence of County and/or any County Parties and Licensee, County and Licensee agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Licensee acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Licensee, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

Licensee's Initials:

DS Initial
(B) (G)

8.3 Damage to Licensee's Premises. County shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or other property of Licensee, of Licensee's employees, invitees, or customers in or about the Premises or Access and Common Areas, or of any other person in or about the Premises, or the Improvements caused by or resulting from any peril which may affect the Premises, Access and Common Areas, or Improvements, including fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, Access and Common Areas, or the Improvements, whether such damage or injury results from conditions arising upon the Premises, Access and Common Areas, or from other sources.

ARTICLE IX SUBLICENSING AND ASSIGNMENT

9.1 Renter Sublicense. The Parties recognize that the Licensee may be sublicensing space to certain renters ("**Sublicensees**") for space within the Premises or portions of the Premises for stand-alone sublicenses (each a "**Sublicense**") for uses consistent with this License, such as for RV or boat storage or glamping or camping.

9.1.1 Licensee may enter into Sublicenses with Sublicensees of the Premises within the Project subject to the minimum requirements listed in Section 9.1.2. If requested by County, Licensee shall provide the County with a copy of the executed Sublicense or the form of any Sublicense or other subrental agreement.

9.1.2 Licensee shall cause all Sublicenses to include at a minimum all of the following:

(a) an express acknowledgment by the Sublicensee that the Sublicense is subject and subordinate to this License, and that the Sublicensee is bound by all applicable provisions of this License, and that the County is not responsible for any performance or breach by Licensee.

(b) Sublicensee shall not prepay rent in excess of thirty (30) days, unless approved by County.

(c) Sublicensee shall maintain insurance naming County as an additional insured to Sublicensee's liability policies.

(d) Sublicensee's obligations with respect to Hazardous Materials will be consistent with those of Licensee under this License, including the requirement that Sublicensee indemnifies County and any County Parties for any failure of Sublicensee to comply with such obligations.

(e) The Sublicense shall specifically provide for Licensee's (in its capacity as sublicensor) remedies pursuant to California Civil Code Sections 1951.2 and 1951.4 without modifications detrimental to Licensee.

(f) The term of any Sublicense shall not extend beyond the expiration of the Term of this License and shall be revocable at any time. All Sublicenses for RV or boat storage shall be on a month-to-month basis. The term of any Sublicense or subrental agreement for camping or glamping shall be for no more than 14 nights or 15 days, per 30-day period and such agreement shall comply with the Camping Rules and Regulations attached hereto as **Exhibit J**.

9.1.3 All Sublicenses must be for Permitted Uses, and shall expressly provide that they are subject and subordinate to this License, and the Sublicensee is bound by all provisions of this License applicable to the use and occupation of the portion of the Premises sublicensed to Sublicensee .

9.1.4 Except pursuant to Sublicenses as provided in this Section, Licensee shall not suffer or permit the use or occupancy of all or any portion of the Premises by any person or entity, without the prior approval of County, which shall not be unreasonably withheld, conditioned, or delayed.

9.1.5 If requested in writing by County, Licensee will provide County with a copy of any rules, regulations or other standards of operation developed by Licensee and distributed to Sublicensees and Licensees.

9.1.6 If Licensee obtains any security deposits under any Sublicense, all such funds shall be kept in a separate deposit account (and not comingled with any other accounts of Licensee) and shall be used only for the purposes set forth in the applicable Sublicense governing the use of such deposit.

9.2 **Assignment.** The License granted hereby is personal to Licensee and any assignment or transfer of said license by Licensee, voluntarily or by operation of law, shall automatically terminate the License granted hereby.

ARTICLE X

DEFAULT AND REMEDIES

10.1 **Event of Default.** Each of the following events shall constitute an “**Event of Default**” by Licensee:

10.1.1 **Miscellaneous Events of Default.** Any event or circumstance expressly referenced to elsewhere in this License as an “Event of Default”.

10.1.2 **Failure to Pay.** Licensee’s failure or omission to pay any Rent or other sum payable hereunder on or before the date due where such failure shall continue for a period of three (3) business days after written notice thereof from County to Licensee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 *et seq.*

10.1.3 **Failure to Perform.** The failure or inability by Licensee to observe or perform any of the provisions of this License to be observed or performed by Licensee, other than specified in Sections 10.1.2 or 10.1.4 herein, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to Licensee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 *et. seq.*; provided, further, that if the nature of such failure is such that it can be cured by Licensee but that more than thirty (30) days are reasonably required for its cure (for any reason other than financial inability), then Licensee shall not be deemed to be in default if (i) Licensee commences such cure within said thirty (30) days, (ii) thereafter diligently prosecutes such cure to completion, and (iii) completes such cure to County’s reasonable satisfaction, within sixty (60) days from the date that Licensee first received written notice of the default.

10.1.4 **Abandonment.** The abandonment (as defined in California Civil Code Section 1951.3) or vacation of the Premises by Licensee; provided, however, vacancy of a portion of the Premises due to remodeling, reconstruction or as a result of casualty, condemnation, Licensee vacancies or other factors beyond the reasonable control of Licensee shall not constitute a default hereunder.

10.2 **County’s Remedies.** If an Event of Default occurs and is continuing, County shall have the following remedies in addition to all rights and remedies provided by law or equity to which County may resort cumulatively or in the alternative:

10.2.1 Termination of License. County shall have the right to terminate this License and all rights of Licensee hereunder including Licensee's right to possession of the Premises and use of Access and Common Areas. In the event that County shall elect to so terminate this License then County may recover from Licensee:

(a) The worth at the time of award of the unpaid rent and other charges, which had been earned as of the date of the termination hereof; plus

(b) The worth at the time of award of the amount by which the unpaid rent and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such rental loss that Licensee proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent and other charges for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Licensee proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate County for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises or Access and Common Areas, reasonable attorneys' fees, expert witness costs, and any other reasonable costs; plus

(e) Any other amount which County may by law hereafter be permitted to recover from Licensee to compensate County for the detriment caused by Licensee's default.

The term "rent" as used herein shall be deemed to be and to mean the annual rent and all other sums required to be paid by Licensee pursuant to the terms of this License. All such sums, other than the annual rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount during such shorter period. As used in Sections 10.2.1(a) and 10.2.1(b) above, the "worth at the time of award" shall be computed by allowing interest at the maximum rate permitted by law. As used in Section 10.2.1 (c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of the Interest Rate.

10.2.2 Continue License in Effect. Continue this License in effect without terminating Licensee's right to possession even though Licensee has breached this License and abandoned the Premises and to enforce all of County's rights and remedies under this License, at law or in equity, including the right to recover the rent as it becomes due under this Lease; provided, however, that County may at any time thereafter elect to terminate this License for such previous breach by notifying Licensee in writing that Licensee's right to possession of the Premises, and use of Access and Common Areas, has been terminated.

10.2.3 Removal of Personal Property Following Termination of License.

County shall have the right, following a termination of this License and Licensee's rights of possession of the Premises under Section 10.2.1 above, to re-enter the Premises and to remove Licensee's personal property from the Premises, notwithstanding any law, policy, or procedure to the contrary. At the County's discretion, such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Licensee in accordance with applicable California law.

10.3 County's Right to Cure Licensee Defaults. If Licensee shall have failed to cure, after expiration of the applicable time for curing, a particular default under this License, County, may at its election, but is not obligated to, make any payment required of Licensee under this License or perform or comply with any term, agreement or condition imposed on Licensee hereunder, and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the Interest Rate from the date of payment, performance or compliance until reimbursed shall be deemed to be additional rent payable by Licensee on County's demand. No such payment, performance or compliance shall constitute a waiver of default or of any remedy for default, or render County liable for any loss or damage resulting from the same.

10.4 County's Default. County shall not be considered to be in default under this License unless Licensee has given County written notice specifying the default, and either (i) as to monetary defaults, County has failed to cure the same within ten (10) business days after written notice from Licensee, or (ii) as to nonmonetary defaults, County has failed to cure the same within thirty (30) days after written notice from Licensee, or if the nature of Licensee's nonmonetary default is such that more than thirty (30) days are reasonably required for its cure, then such thirty (30) period shall be extended automatically so long as County commences a cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Licensee shall have no right to offset or abate alleged amounts owing by County under this License against Annual Rent owing by Licensee under this License. Additionally, Licensee's sole remedy for any monetary default shall be towards the County's interest in the property and not to any other assets. Any and all claims or actions accruing hereunder shall be absolutely barred unless such action is commenced within six (6) months of the event or action giving rise to the default.

10.5 Remedies Cumulative. All rights and remedies of County contained in this License shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and County shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this License.

10.6 Waiver by County. No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Licensee hereunder. The acceptance by County of rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by Licensee of any provision thereof, other than the failure of Licensee to pay the particular rent or sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County or County's agents during the term of this License shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by County.

10.7 **Interest.** Any installment or rent due under this License or any other sums not paid to County when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

10.8 **Waiver by Licensee.** Licensee's waiver of any breach by County of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

10.9 **Licensee Covenants and Agreements.** All covenants and agreements to be performed by Licensee under any of the terms of this License shall be performed by Licensee at Licensee's sole cost and expenses and without any abatement of rent, except as provided in Section 3.2.2. If Licensee shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by Licensee, then in addition to any other remedies provided herein, County may, but shall not be obligated to do so, and without waiving or releasing Licensee from any obligations of Licensee, make any such payment or perform any such act on Licensee's part to be made or performed as provided in this License or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by County on Licensee's behalf shall not give rise to any responsibility of County to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by County in connection therewith, together with interest at the maximum rate permitted by law from the date incurred or paid by County shall be deemed to be additional rent hereunder and shall be paid by Licensee with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this License.

ARTICLE XI HOLDING OVER

If Licensee holds over after the expiration or earlier termination of the Term hereof without the express written consent of County, Licensee shall become a Licensee at sufferance only, at a monthly rental rate equal to the greater of (i) one hundred fifty percent (150%) of the last monthly rent amount due, or (ii) the then fair market rental value of the Premises, and otherwise subject to the terms, covenants and conditions herein specified. Acceptance by County of Rent after such expiration or earlier termination shall not result in an extension of this License. If Licensee fails to surrender the Premises and the Improvements upon the expiration of this License despite demand to do so by County, Licensee shall indemnify and hold County and County Parties harmless from all loss or liability, including any claim made by any succeeding Licensee founded on or resulting from such failure to surrender and any attorneys' fees and costs incurred by County.

ARTICLE XII FORCE MAJEURE

Unless otherwise specifically provided herein, the period for performance of any nonmonetary obligation by either party shall be extended by the period of any delay in performance caused by Acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the

price thereof, failure of electric power, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Premise from being operated in accordance with this License, or other reasons beyond the reasonable control of County, Licensee, or their respective agents or representatives (collectively, “**Force Majeure Events**”). In no event, however, shall Force Majeure Events include the financial inability of a party to this License to pay or perform its obligations hereunder. Further, nothing herein shall extend the time for performance of any monetary obligation owing under this License (including Licensee’s obligation to pay Rent owing hereunder).

ARTICLE XIII **RECORDS AND ACCOUNTS**

13.1 **Records.** Licensee shall, at all times during the term of this License, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

13.1.1 Except as otherwise provided herein, all retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded by Licensee at the beginning and end of each business day.

13.1.2 In the event of admission charges or rentals, Licensee shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

13.1.3 All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided said system is approved by Auditor-Controller.

13.2 **The Accounting Year.** The accounting year shall be twelve full calendar months. The accounting year may be established by Licensee, provided Licensee notifies Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by Auditor-Controller unless Auditor-Controller has objected to Licensee’s selection in writing within sixty (60) days of Licensee’s written notification.

13.2.1 In the event Licensee fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the twelve-month period contained in the first one-year term of the License.

13.2.2 Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the License commencement not be the same, shall be accounted for as if it were a complete accounting year.

13.2.3 Once an accounting year is established, it shall be continued through the term of the License unless Auditor-Controller specifically approves in writing a different accounting year. Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on either the Licensee or County, and not because of mere convenience or inconvenience.

13.3 **Financial Statements.** Within ninety (90) days after the end of each accounting year, Licensee shall at his own expense submit to Auditor-Controller, OCCR Accounting – OC Parks, 601 N. Ross St., 6th Floor, Santa Ana, CA 92701, a balance sheet and income statement prepared by a Certified Public Accountant who is a member of AICPA and the California Society of CPAs, reflecting business transacted on or from the Premises during the preceding accounting year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Licensee's records as reported to the United States of America for income tax purposes. At the same time, Licensee shall submit to Auditor-Controller a statement certified as to accuracy by a Public Accountant who is a member of AICPA and the California Society of CPAs, wherein the total Gross Receipts for the accounting year are classified according to the categories of business established for Percentage Rent and listed in Section 3.1.1(b) and for any other business conducted on or from the Premises. Licensee shall provide County with copies of any Certified Public Accountant's ("CPA") management letters prepared in conjunction with their audits of Licensee's operations from the Premises. Copies of management letters shall be provided directly to County by the CPA at the same time Licensee's copy is provided to Licensee.

13.3.1 Licensee acknowledges its understanding that any and all of the Financial Statements submitted to the County pursuant to this License become Public Records and are subject to public inspection pursuant to §§ 6250 *et. seq.* of the California Government Code.

13.3.2 All Licensee's books of account and records and supporting source documents related to this License or to business operations conducted within or from the Premises shall be kept and made available at one location within the limits of Orange County. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements of sales made and monies received.

13.3.3 Auditor-Controller, upon request of Licensee and at said Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided Licensee shall agree to pay all expenses including, but not limited to, transportation, food, and lodging necessary for Auditor-Controller to send a representative to audit said books and records. Said right shall not be exercised by Auditor-Controller more than once each accounting year.

13.3.4 The full cost of said audit, as determined by Auditor-Controller, shall be borne by Licensee if either or both of the following conditions exist:

(a) The audit reveals an underpayment of more than two percent (2%) between the rent due as reported and paid by Licensee in accordance with this License and the rent due as determined by said audit;

(b) Licensee has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Section 13.1 "Records" above. The adequacy of records shall be determined at the sole discretion of Auditor-Controller.

Otherwise, County shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of Orange County.

13.3.5 Upon the request of Auditor-Controller or County, Licensee shall promptly provide, at Licensee's expense, necessary data to enable County to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this License and to Licensee's use of the Premises. Such data shall include, if required, a detailed breakdown of Licensee's receipts and expenses.

13.3.6 In addition to any other remedies available to County at law or in equity or under this License, in the event the Licensee fails to maintain and keep books, records, and accounts from the Premises and/or source documents relating thereto, or to make the same available to County for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to County regarding gross sales as required by this License, County, at County's option, may:

(a) Perform such examinations, audits, and/or investigations itself or through agents or employees as County and/or its auditors may deem appropriate to confirm the amount of percentage rents payable by Licensee under this License and any and all costs and/or expenses incurred by County in connection therewith shall be promptly reimbursed to County by Licensee upon demand.

(b) Provide accounting services and/or a system for recording retail sales and charges, including without limitation, cash registers, for use by Licensee in business transactions upon or from the Premises, and, at County's option, maintain personnel on the Premises to observe and/or record such sales during Licensee's business hours, or from time to time, all at Licensee's sole cost and expense and, in such event, Licensee shall promptly reimburse County for any and all costs incurred by County in connection therewith; and/or

(c) Require that Licensee pay percentage rents based on County's best good faith estimate of Licensee's gross receipts from business operations conducted on or from the premises and any such determination made by County shall be conclusive and binding upon Licensee.

13.3.7 The above costs payable by Licensee shall include reimbursement to County of County-provided services at such rates as County may from time to time, in good faith, establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at County's option, may be the rate for such services that

would be charged by a qualified third party or parties, approved by County, if engaged by County to perform such services.

ARTICLE XIV

OPERATIONAL OBLIGATIONS OF LICENSEE

14.1 Standards of Operation.

14.1.1 Licensee shall operate the Premises and Access and Common Areas, in a manner reasonably comparable to other comparable facilities or businesses within the County of Orange. Licensee shall at all times during the Term provide adequate security measures to reasonably protect persons and property on the Premises and Access and Common Areas, including a patrol of all areas in the Premises and Access and Common Areas, for the purpose of preserving order and preventing theft, vandalism, or other improper or unlawful use of the Premises, Access and Common Areas, or any of the facilities.

14.1.2 The ultimate purpose of this License is for the management and operation of a public fishing concession, including fish stocking at Licensee's discretion, and to promote the development of other recreational uses and Improvements consistent with this License and other uses at and around Irvine Lake. Accordingly, and unless otherwise provided herein, Licensee covenants and agrees to operate said Premises and Access and Common Areas, fully and continuously to accomplish said purposes and not to abandon or vacate the Premises at any time.

14.1.3 The facilities on the Premises and Access and Common Areas, shall be operated during normal business hours, subject to any temporary interruptions in operations or closures due to ordinary maintenance and repair and any Force Majeure Event, defined in Article XII above.

14.2 **Protection of Environment.** Licensee shall take all reasonable measures available to:

14.2.1 Avoid any pollution of the atmosphere, littering of land, or littering or pollution of the water caused by or originating in, on, or about Licensee's facilities.

14.2.2 Maintain a reasonable noise level on the Premises and Access and Common Areas, so that persons in the general neighborhood will be able to comfortably enjoy the other facilities and amenities in the area.

14.2.3 Prevent the light fixtures of the Premises or Access and Common Areas, if applicable, from emitting light that could negatively affect the operation of cars, boats, or airplanes in the area.

14.2.4 Prevent all pollutants from Licensee's operations on the Premises or Access and Common Areas, from being discharged, including petroleum products of any nature, except as may be permitted in accordance with any applicable permits. Licensee and all of Licensee's agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter the municipal storm drain system (including, but not limited,

to curbs and gutters that are part of the street systems), or directly impact receiving waters (including, but not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and the ocean), except as may be permitted by any applicable permits.

14.2.5 The County may enter the Premises and/or review Licensee records at any time to assure that activities conducted on the Premises comply with the requirements of this Section.

14.3 **On-Site Manager.** Licensee shall employ a competent manager who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order for the Premises and Access and Common Areas. Such person shall be vested with the authority of Licensee with respect to the supervision over the operation and maintenance of the Premises and Access and Common Areas, including the authority to enforce compliance by Licensee's agents, employees, concessionaires, or licensees with the terms and conditions of this License and any and all rules and regulations adopted hereunder. Licensee expressly agrees that any notice herein required to be served upon Licensee may, at the option of County, be personally served upon said Manager and that such service shall have the same force and effect as service upon Licensee. Licensee shall notify County in writing of the name of the Manager currently so employed as provided in Section 16.18 of this License.

14.4 **Annual Meeting with County.** Licensee shall meet with the County to review the condition of the Premises and Access and Common Areas, and the state of the License annually. The County shall deliver written notice at least sixty (60) days prior to each annual meeting.

14.5 **Policies and Procedures to be Established by Licensee.** Prior to the Effective Date, Licensee shall submit to County proposed policies and procedures pertinent to the operation of the Project and manner of providing the permitted services and uses required by this License ("**Policies and Procedures**"). Should the County, upon review and conference with Licensee, decide any part of said schedules or procedures is not justified with regard to fairly satisfying the needs of the public, Licensee, upon written notice from the Chief Real Estate Officer shall modify said schedules or procedures to the satisfaction of said County. Said Policies and Procedures shall include, but are not limited to, the following:

- i. Licensee shall at all times retain active, qualified, competent, and experienced personnel to supervise Licensee's operation and to represent and act for Licensee.
- ii. Licensee shall require its attendants and employees to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Licensee shall not employ any person(s) in or about the Premises or Access and Common Areas, who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.
- iii. Licensee shall maintain a close check over attendants and employees to ensure the maintenance of a high standard of service. Licensee shall replace any employee whose conduct is detrimental to the best interests of the public.

- iv. Licensee shall sell or provide or cause or permit to be sold or provided only high-quality goods, wares, merchandise, food, beverages, and services.
- v. Licensee shall keep the Premises adequately and properly lighted after daylight hours and at such other times as public safety or convenience requires.
- vi. Licensee shall establish an emergency evacuation plan and wildfire prevention plan for the Premises.
- vii. Licensee shall establish an appropriate maintenance schedule for all public restrooms on said Premises to be inspected for cleanliness and supplies several times each day and shall maintain the highest standards of cleanliness therein.

14.5.1 Licensee shall establish rules and regulations for overnight glamping/camping (“**Camping Rules and Regulations**”). County hereby approves of the Camping Rules and Regulations attached hereto as **Exhibit J** and Licensee agrees to abide by the Camping Rules and Regulations. No changes may be made to Camping Rules and Regulations without the prior written approval of County.

14.5.2 Licensee shall establish a parking and circulation plan prepared by a qualified third-party consultant (e.g., a licensed traffic engineer) for any large events exceeding 2,500 attendees (“**Parking and Circulation Plan**”).

ARTICLE XV BEST MANAGEMENT PRACTICES

15.1 Licensee and all of Licensee’s sublicensees, agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems (“**Stormwater Drainage System**”), and to ensure that pollutants do not directly impact “**Receiving Waters**” (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

15.2 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (“**NPDES**”) permits (“**Stormwater Permits**”) to the County, and to cities within Orange County, as co-permittees (hereinafter collectively referred to as “**County Permittees**”) which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises and Access and Common Areas. The County Permittees have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

15.3 To assure compliance with the Stormwater Permits and water quality ordinances, the County Permittees have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (“**LIP**”) for each jurisdiction that contains Best Management Practices (“**BMPs**”) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for

a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

15.4 BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets that are attached hereto as **Exhibit H**. These BMP Fact Sheets may be modified during the term of the Lease; and the Chief Real Estate Officer shall provide Licensee with any such modified BMP Fact Sheets. Licensee, its agents, contractors, representatives and employees and all persons authorized by Licensee to conduct activities on the Premises or Access and Common Areas, shall, throughout the term of this License, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. Licensee agrees to maintain current copies of the BMP Fact Sheets on the Premises and Access and Common Areas throughout the term of this License. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

15.5 Licensee may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to County for review and approval prior to implementation.

15.6 Licensee shall comply with OC Parks' Integrated Pest Manual ("**IPM**"). A copy of OC Parks' current IPM is attached hereto as **Exhibit I**, which IPM may be revised from time to time by OC Parks.

15.7 The County may enter the Premises and/or review Licensee's records at any reasonably time during normal business hours to assure that activities conducted on the Premises comply with the requirements of this Section. Licensee may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Section.

ARTICLE XVI

GENERAL CONDITIONS & MISCELLANEOUS PROVISIONS

16.1 **Signs.** Licensee agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises or Access and Common Areas, except as approved in writing in advance by the Chief Real Estate Officer which approval may be withheld in the sole and absolute discretion of the County. The County hereby approves and allows Licensee to construct, maintain and allow temporary directional signage for fishing and events. Licensee further agrees not to construct, maintain, or allow billboards or outdoor advertising signs upon the Premises or Access and Common Areas. Unapproved signs, banners, flags, etc., may be removed by the County without prior notice to Licensee.

16.2 **Nondiscrimination.** Licensee agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this License.

16.3 **Taxes and Assessments.** Pursuant to California Revenue and Taxation Code Section 107.6, Licensee is specifically informed that this License may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including, but not limited to, said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Licensee, and Licensee shall cause said taxes and assessments to be paid promptly.

16.4 **Public Records.** Licensee acknowledges that any written information submitted to and/or obtained by County from Licensee or any other person or entity having to do with or related to this License and/or the Premises, either pursuant to this License or otherwise is a public record open to inspection by the public pursuant to the California Records Act (Government Code §6250, *et seq.*) as now in force or hereafter amended, or any Law in substitution thereof, or otherwise made available to the public, unless such information is exempt from disclosure pursuant to the applicable sections of the California Records Act. In the event that a public records act request is made for any financial statements and records (not including Gross Receipts Statements) and the County determines that the records must be turned over, the County will give Licensee fifteen (15) days written notice prior to turning over such records so that Licensee can take any necessary action.

16.5 **Attorney's Fees.** In any action or proceeding brought to enforce or interpret any provision of this License, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

16.6 **Payment Card Compliance.** Should Licensee conduct credit/debit card transactions in conjunction with Licensee's business with the County or as part of the business that Licensee conducts on the Premises, Licensee covenants and warrants that it will during the course of such activities be Payment Card Industry Data Security Standard ("PCI/DSS") and Payment Application Data Security Standard ("PA/DSS") compliant and will remain compliant during the entire duration of its conduct of such activities. Licensee agrees to immediately notify County in the event Licensee should ever become non-compliant at a time when compliance is required hereunder, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption. Upon demand by County, Licensee shall provide to County written certification of Licensee's PCI/DSS and/or PA/DSS compliance.

16.7 **Right to Work and Minimum Wage Laws.**

16.7.1 In accordance with the United States Immigration Reform and Control Act of 1986, Licensee shall require its employees that directly or indirectly service the Premises or Access and Common Areas, pursuant to the terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Licensee shall also require and verify that its contractors or any other persons servicing the Premises or Access and Common Areas, pursuant to the terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

16.7.2 Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Licensee shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises or Access and Common Areas, in any manner whatsoever. Licensee shall require and verify that all its contractors or other persons servicing the Premises or Access and Common Areas, on behalf of the Licensee also pay their employees no less than the greater of the Federal or California Minimum Wage.

16.7.3 Licensee shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises, Access and Common Areas, or terms and conditions of this License.

16.8 **Declaration of Knowledge by Licensee.** Licensee warrants that Licensee has carefully examined this License and by investigation of the site and of all matters relating to the License arrangements has fully informed itself as to all existing conditions and limitations affecting the construction of the License improvements and business practices required in the operation and management of the uses contemplated hereunder.

16.9 **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State of California.

16.10 **Venue.** The Parties hereto agree that this License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

16.11 **Headings and Titles.** The captions of the Articles or Sections of this License are only to assist the parties in reading this License and shall have no effect upon the construction or interpretation of any part hereof.

16.12 **Interpretation.** Whenever required by the context of this License, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Licensee, the term “**Licensee**” shall include Licensee’s agents, employees, contractors, invitees, successors or others using the Premises or Access and Common Areas, with Licensee’s expressed or implied permission. In any provision relating to the conduct, acts or omissions of County, the term “**County**” shall include County’s agents, employees, contractors, invitees, successors or others using the Premises or Access and Common Areas, with County’s expressed or implied permission.

16.13 **Ambiguities.** Each party hereto has reviewed this License with legal counsel, and has revised (or requested revisions of) this License based on the advice of counsel, and therefore

any rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this License or any exhibits hereto.

16.14 **Successors and Assigns.** Except as otherwise specifically provided in this License, all of the covenants, conditions and provisions of this License shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

16.15 **Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this License in which time of performance is a factor.

16.16 **Severability.** If any term or provision of this License is held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this License shall not be affected thereby, and each remaining term and provision of this License shall be valid and enforceable to the fullest extent permitted by law.

16.17 **Integration.** This License, along with any exhibits, attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between County and Licensee relative to the leasing of the Premises. This License and such exhibits, attachments and other documents may be amended or revoked only by an instrument in writing signed by both County and Licensee. County and Licensee hereby agree that no prior agreement, understanding or representation pertaining to any matter covered or mentioned in this License shall be effective for any purpose.

16.18 **Notices.** Unless otherwise expressly stated in this License, all notices under this License shall be effective upon (i) personal delivery, (ii) e-mail transmission, (iii) one (1) business day after deposit with an overnight courier service (e.g., Federal Express), or (iv) three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the applicable Party as follows:

If to County:

County of Orange
CEO Real Estate
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attn: Chief Real Estate Officer

With a copy to:

OC Parks
13042 Old Myford Road
Irvine, CA 92602
Attn: Director, OC Parks

If to Licensee:

James Productions, Inc.
Attn: Garry James, Owner
1116 North Olive Street
Anaheim, CA 92801s

Either Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

16.19 **Amendments.** This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

16.20 **Dispositions of Abandon Property.** If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) days after such event shall, at County's option, be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property at Licensee's cost, including the cost of labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of such costs without liability therefor to Licensee or to any person claiming under Licensee, and shall have no need to account therefor. The Chief Real Estate Officer may provide Licensee with an invoice for such costs, which invoice Licensee agrees to pay within fifteen (15) days of receipt.

16.21 **Brokers.** If Licensee has engaged a broker in this transaction pursuant to a separate agreement, Licensee shall be solely responsible for the payment of any broker commission or similar fee payable pursuant to such separate agreement. Licensee each hereby agree to indemnify and hold the County and County Parties harmless from and against all costs, expenses or liabilities (including attorney fees and court costs, whether or not taxable and whether or not any action is prosecuted to judgment) incurred by the County in connection with any claim or demand by a person or entity for any broker's, finder's or other commission or fee from the County in connection with the Licensee's entry into this License and the transactions contemplated hereby based upon any alleged statement or representation or agreement of the Licensee. No broker, finder or other agent of any party hereto shall be a third-party beneficiary of this License.

16.22 **No Partnership.** This License shall not be construed to constitute any form of partnership or joint venture between County and Licensee. County and Licensee mutually acknowledge that no business or financial relationship exists between them other than as County and Licensee, and that County is not responsible in any way for the debts of Licensee or any other party.

16.23 **Authorization.** County and Licensee (each, a "**signing party**") each represents and warrants to the other that the person or persons signing this License on behalf of the signing party has full authority to do so and that this License binds the signing party. Concurrently with the execution of this License, each signing party shall deliver to the other a certified copy of a resolution of the signing party's board of directors or other governing board authorizing the execution of this License by the signing party.

16.24 **Exhibits.** This License contains the following exhibits, schedules and addenda, each of which is attached to this License and incorporated herein in its entirety by this reference:

Exhibit A:	Legal Description of the Reservoir Property
Exhibit A-1:	Depiction of the Reservoir Property
Exhibit B:	Declaration of Covenants and Restrictions and Termination of Reversionary Rights (Irvine Lake)
Exhibit C:	Legal Description of County Property
Exhibit C-1:	Depiction of County Property
Exhibit D:	Premises Map
Exhibit E:	Depiction of Access Road
Exhibit F:	Depiction of Portion of OCMA License Area
Exhibit G:	Initial Improvements
Exhibit H:	Best Management Practices Fact Sheets
Exhibit I:	OC Parks' Integrated Pest Manual (IPM)
Exhibit J:	Camping Rules and Regulations
Exhibit K:	Shoreline Fishing Scope of Work
Exhibit L:	Shoreline Fishing License

16.25 **Consent/Duty to Act Reasonably.** Except as otherwise expressly provided herein, whenever this License grants County or Licensee the right to take any action, grant any approval or consent, or exercise any discretion, County and Licensee shall act reasonably and in good faith and take no action which might result in the frustration of the other Party's reasonable expectations concerning the benefits to be enjoyed under this License, provided that the foregoing shall only apply to the County when acting in its proprietary capacity as owner of the Premises and Access and Common Areas and not as a government agency with jurisdiction over the Premises and Access and Common Areas.

16.26 **Counterparts.** For the convenience of the parties to this License, this License may be executed in several original counterparts, each of which shall together constitute but one and the same agreement. Original executed pages may be assembled together into one fully executed document.

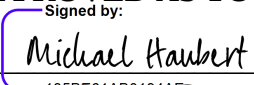
[Remainder of Page Intentionally Blank; Signatures On Following Pages]

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Thomas A. Miller, Chief Real Estate Officer
By Delegated Authority
Per Minute Order dated _____

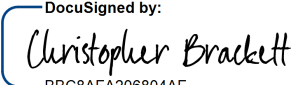
APPROVED AS TO FORM:

Signed by:


Deputy County Counsel
County of Orange, California

LICENSEE:

James Productions, Inc.,
a California corporation

DocuSigned by:

By: _____
Name: Christopher Brackett
Title: President

Signed by:

By: _____
Name: Garry James
Title: Secretary

EXHIBIT A**LEGAL DESCRIPTION OF THE RESERVOIR PROPERTY****RESERVOIR PROPERTY
"LAKE AND DAM" AND
"FLATS"****LEGAL DESCRIPTION**

Those certain parcels of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 69, 70, 78 and 79 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being more particularly described as follows:

"LAKE AND DAM":

Being that certain parcel of land described as Irvine Lake in that certain grant deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder.

EXCEPTING THEREFROM that portion of said Irvine Lake described as follows and hereinafter referred to as the **"FLATS"**:

BEGINNING at a point on the southeasterly line of said Irvine Lake being the northeasterly terminus of that certain course described in said deed as having a bearing and distance of South 32°05'59" West 917.93 feet; thence along the southeasterly and southerly line of said Irvine Lake the following courses: South 32°05'59" West 917.93 feet; thence North 86°38'06" West 418.44 feet; thence South 11°45'04" West 194.87 feet; thence South 35°19'28" West 157.49 feet; thence North 79°30'38" West 338.67 feet; thence South 88°04'40" West 598.06 feet; thence North 79°48'42" West 361.00 feet; thence leaving said southerly line of Irvine Lake North 79°00'00" East 229.00 feet; thence North 53°00'00" East 164.00 feet; thence North 4°30'00" West 298.00 feet; thence North 9°30'00" East 130.00 feet; thence North 16°00'00" East 83.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 200.00 feet; thence northeasterly and easterly along said curve through a central angle of 78°00'00" an arc distance of 272.27 feet; thence tangent from said curve South 86°00'00" East 86.00 feet; thence East 396.00 feet thence North 16°30'00" East 154.00 feet; thence North 80°00'00" East 242.00 feet; thence North 80°30'00" East 842.85 feet; thence South 77°00'00" East 136.45 feet to the **POINT OF BEGINNING**.

CONTAINING: 34.930 Acres, more or less.

SUBJECT TO: Covenants, conditions, reservations, restrictions, rights-of-way, and easements of record, if any.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

Dated: June 1, 2020



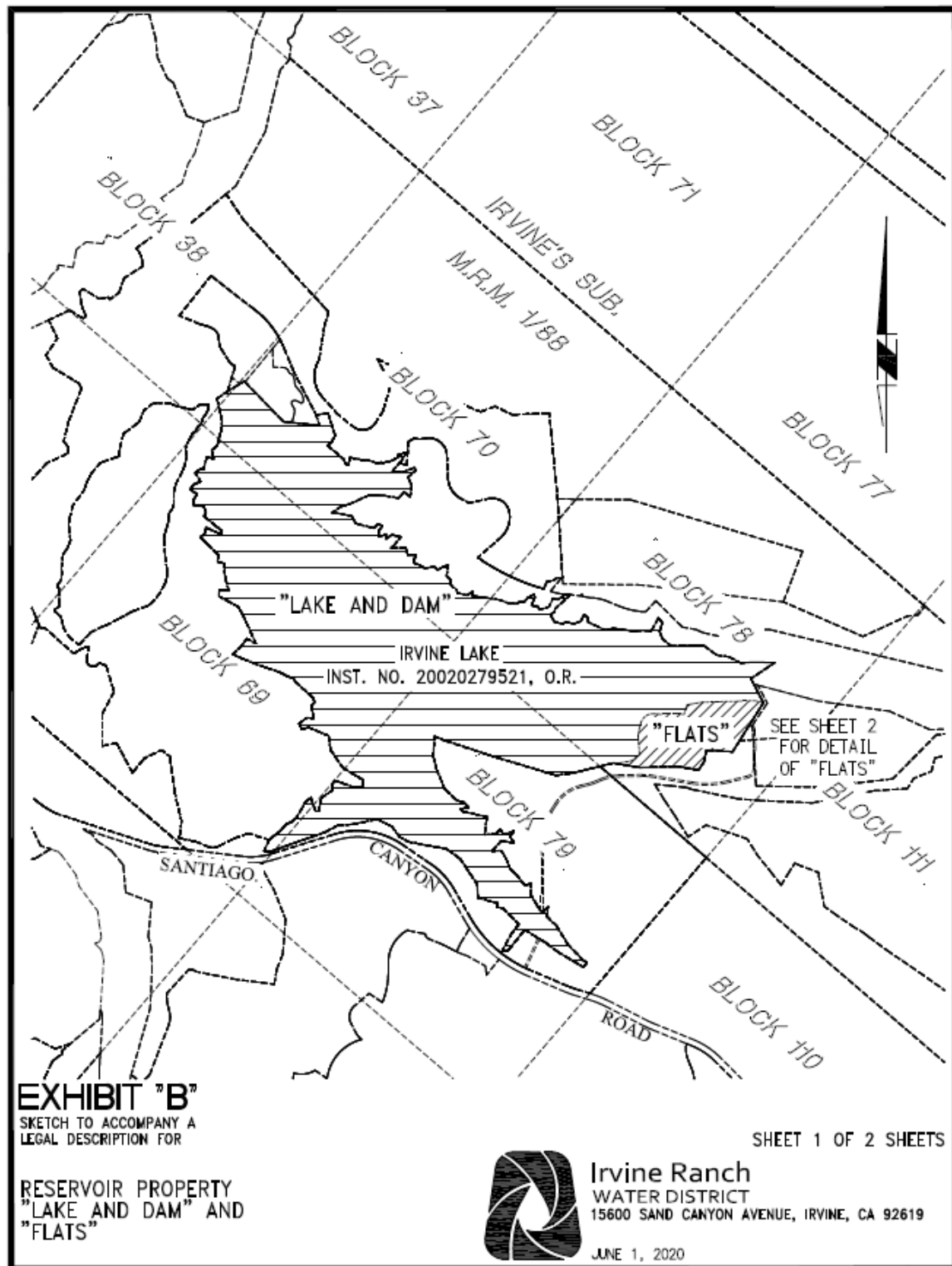
Gregory S. Borchard, P.L.S. 7705
License expires December 31, 2020



ExALegal-Reservoir.docx
Page 1 of 1

EXHIBIT A-1

DEPICTION OF THE RESERVOIR PROPERTY



EXBPLAT-RESERVOIR-1.DWG

EXHIBIT A-1 (CONTINUED)

DEPICTION OF THE RESERVOIR PROPERTY (CONTINUED)

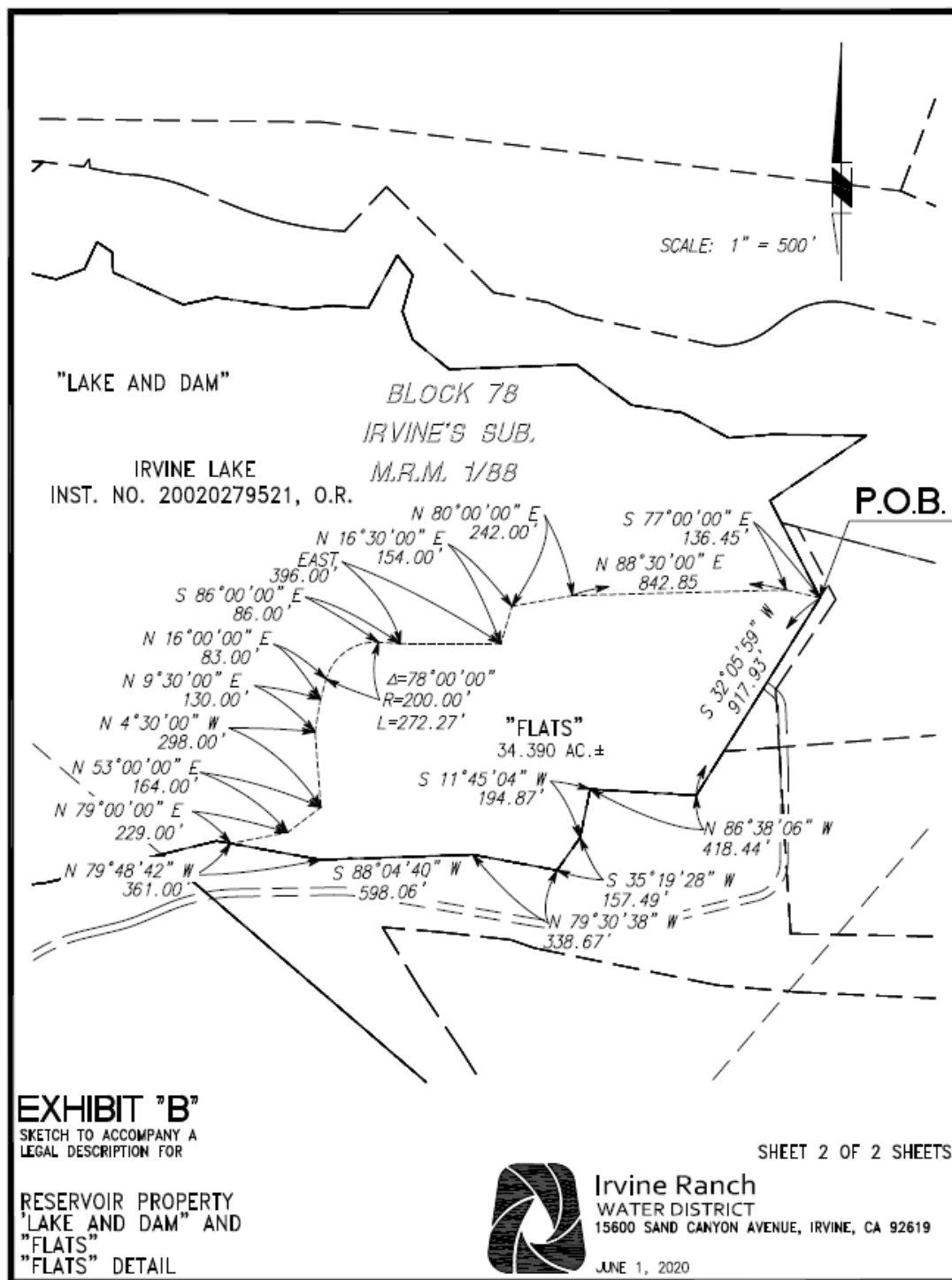


EXHIBIT B

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND TERMINATION OF REVERSIONARY RIGHTS
(IRVINE LAKE)**

[attached]

EXHIBIT B (CONTINUED)

Attachment A

63

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

The Irvine Company LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

WITH CONFORMED COPIES TO:

Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, California 92619-7000
Attn: Leslie A. Bonkowski, Secretary

and to:

Serrano Water District
18021 East Lincoln Street
Villa Park, CA 92861
Attn: General Manager

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 3 6 1 0 0 1 1 \$ *

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63 RW11A D02 28

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TT
28P
NFR

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**DECLARATION OF COVENANTS AND RESTRICTIONS AND
TERMINATION OF REVERSIONARY RIGHTS
(IRVINE LAKE)**

This Declaration of Covenants and Restrictions and Termination of Reversionary Rights (Irvine Lake) ("**Agreement**") is effective as of the date of its recordation in the Official Records of Orange County, California ("**Effective Date**"), and is among SERRANO WATER DISTRICT, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* ("**SWD**"), IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code ("**IRWD**") (collectively SWD and IRWD are the "**Districts**"), THE IRVINE COMPANY LLC, a Delaware limited liability company ("**TIC**") and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**") (each a "**Party**" and collectively the "**Parties**"), with reference to the following facts:

A. Right of Reverter. TIC's predecessor-in-interest previously entered into that certain agreement regarding water rights of Irvine Lake, and related matters with SWD's predecessor-in-interest dated February 6, 1928 and recorded on April 29, 1929 in the Official Records of Orange County, California ("**Official Records**") in Book 265, Pages 272 *et seq.* (the "**1928 Agreement**"). Pursuant to the 1928 Agreement, additional grant deeds were recorded on or about March 6, 1931, File #15,027, Doc. #7 (the "**1931 Deed**"), and on or about August 25, 1934 in Book 700, Page 1 ("**1934 Deed**"). In addition, in connection with the Boundary

EXHIBIT B (CONTINUED)

Attachment A

Correction Agreement dated June 30, 1993 and the subsequent survey of the boundary of Irvine Lake completed in 2002, TIC recorded a deed establishing the correct high water boundaries of Irvine Lake on April 3, 2002, O.R. 20020279521 ("**2002 Deed**") wherein TIC reserved for itself a right of reverter should any part of the land be abandoned by the Districts or used for any purpose other than reservoir purposes (the "**Reversionary Rights**"). The land described in the 2002 Deed may be referred to herein as the "**Reservoir Property**" and generally serves as the lake bed for the body of water commonly known as Santiago Reservoir or Irvine Lake ("**Irvine Lake**").

B. Reservoir Property: Flats: Lake & Dam. The Districts are the current fee owners of the Reservoir Property, which is improved with a dam, a reservoir and related equipment such as intake towers, and including the land under and certain land surrounding Irvine Lake and within the Reservoir Property. The Reservoir Property is described on Exhibit A and depicted on Exhibit B. The Reservoir Property is comprised of: (1) the "**Flats**" as described in Exhibit A; and (2) the "**Lake and Dam**" as also described in Exhibit A, and constituting that portion of the Reservoir Property outside of the Flats.

C. Transfer of Recreation Rights. Concurrently with this Agreement, TIC is transferring to County its seventy-five percent (75%) interest in the recreation rights in the waters in the Reservoir Property (the "**Recreation Rights**"), and the Districts are conditioning their consent to such transfer of the Recreation Rights on TIC's permanent termination of its Reversionary Rights in exchange for the establishment of the Restrictions (as defined below) as further set forth below.

D. Intention of the Parties. The Districts intend by this Agreement to establish covenants and restrictions on the Reservoir Property, in exchange for TIC's agreement to terminate TIC's Reversionary Rights as to the Reservoir Property. The Parties further intend to establish procedures for authorizing IRWD or SWD, collectively or individually, to use the Reservoir Property for purposes other than reservoir purposes and the enforcement of the Restrictions (as defined below) by the County in the event of a breach of the Restrictions by the Districts. In addition to County acquiring the Recreation Rights concurrently with this Agreement, County is the owner of land surrounding the Reservoir Property as identified on Exhibit D (together with the Recreation Rights, the "**County Property**") and TIC and its affiliates are the owners and developers of a large and unique landholding in Orange County, California that is served by the Reservoir Property (a portion of which is identified on Exhibit E and is the "**TIC Property**"), and TIC is engaged in continuing to master-plan the TIC Property. The limitations on the Districts' use of the Reservoir Property pursuant to the terms of this Agreement are an integral part of both (a) County's use of the County Property and (b) TIC's master plan for, and use and development of, the TIC Property. The Restrictions are hereby declared and agreed to be part of a general plan for the purpose of assuring the enhancement and protection of the value, desirability and attractiveness of both the County Property and the TIC Property.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

EXHIBIT B (CONTINUED)

Attachment A

1. Termination of Reversionary Rights. TIC and the County hereby relinquish and extinguish the Reversionary Rights under any and all agreements and deeds, or amendments thereto, pertaining to the land within the boundaries of the Reservoir Property, including, but not limited to the 1928 Agreement, the 1931 Deed, the 1934 Deed, and the 2002 Deed.

2. Declaration of Covenants and Restrictions. The Districts hereby establish in perpetuity the following covenants and restrictions (collectively, “**Restrictions**”) on the use of the Reservoir Property:

a. The Districts shall not use, and shall not knowingly permit others to use, the Reservoir Property for any purpose other than reservoir purposes. Reservoir purposes may include, but are not limited to:

(i) the storage or impoundment of water for use, purchase, and sale;

(ii) the operation, maintenance, repair, rehabilitation, replacement, and reconstruction of the reservoir, the intake tower and related appurtenances, the dam, spillway, parking areas, trails and all components thereof;

(iii) draining, dredging and silt removal as needed to conduct operation, maintenance, repair, rehabilitation, replacement, and reconstruction of the dam and various reservoir systems related to the reservoir and dam;

(iv) operation and maintenance of current and future treatment works, conveyance systems, and other facilities related to the Santiago Dam and the Districts’ water storage, conveyance and treatment services; and

(v) recreational uses by the Districts that will not interfere with the uses above. Recreational uses shall include, but not be limited to those provided for in Exhibit C, the contents of which are hereby incorporated by reference. These recreational uses may be augmented, amended, modified, or further defined by the Districts, TIC and the County through mutual agreement as set forth in Section 2.a(vi) below.

(vi) Prior to the Districts engaging in any Reservoir purpose not expressly authorized in 2.a.(i)-(v) above, or any additional recreational activities not expressly authorized in Exhibit C, each instance a “**Proposed Activity**”, the Districts shall provide written notice of the Proposed Activity to TIC and the County for review. The Proposed Activity must comply with the following mandatory criteria (“**Mandatory Criteria**”): (a) the Proposed Activity is a recreational use or ancillary use consistent with the existing authorized uses; (b) the Proposed Activity does not interfere with the primary purpose of water impoundment and protection of the water quality of Irvine Lake; and (c) the Proposed Activity complies with federal, state and local law. The written request shall inform TIC and the County in reasonable detail all material aspects of the Proposed Activity, as well as information or similar objective assessment of the Proposed Activity’s compliance with the Mandatory Criteria. As long as the Proposed Activity complies with the Mandatory Criteria and includes such required information, the Proposed Activity will be deemed approved by TIC unless TIC objects (or requests more information or time in order to assess the Proposed Activity as provided below) within thirty (30) days of receipt of the notice, and any such objections by TIC will not be unreasonably made,

EXHIBIT B (CONTINUED)

Attachment A

conditioned, or delayed. No actual or deemed approved Proposed Activity shall constitute approval to any material aspect of the Proposed Activity that is not disclosed in the request to TIC or to any subsequent action or activity of the same or different nature, nor shall it alter any of the terms of this Agreement. If at any time during the thirty (30) day period, TIC reasonably requests in writing additional specified information regarding the Proposed Activity, the Districts shall promptly provide such information to TIC. If TIC reasonably requires more than thirty (30) days to respond to the request, TIC may so notify the Districts in writing during such thirty (30) day period. Such notice must specify TIC's reasons for desiring the extension and must set forth the date by which TIC will respond, which date may in no event exceed ninety (90) days after the original date of receipt of the request. If the extension is requested within the time period and in the manner required above, the response period within which TIC must respond as set forth above shall be extended to that date so requested by TIC. If the Districts fail to submit the Proposed Activity to TIC for review, or TIC objects to a Proposed Activity, then the Proposed Activity shall be considered rejected and the Districts shall not be allowed to engage in the Proposed Activity unless and until the Districts resubmit the request to TIC per the process above. Only after TIC approves the Districts' Proposed Activity (or the activity is deemed approved as set forth above) shall the County then consider the Districts' Proposed Activity. The Proposed Activity will be deemed approved by the County unless the County objects within thirty (30) days of receipt of the notice, and any such objections by the County will not be unreasonably made, conditioned, or delayed. Engaging in a Proposed Activity or any other activity not already expressly authorized in this Section 2.a.(i)-(v) without prior approval from TIC and the County, shall be deemed conclusive evidence of a breach of the Restrictions by the Districts. The County shall have all remedies available at law or in equity to enforce the Restrictions. In the event of any action brought by the County against the Districts to enforce the Restrictions, then the prevailing party shall be entitled to recover all of its costs and expenses, including court costs, expert fees, and reasonable attorneys' fees.

(vii) To ensure the County, or any County operator, has sufficient information to plan and coordinate the County's recreational activities, the Districts and County shall meet, at a minimum, on an annual basis to allow the Districts to inform the County of projected water levels (whether impacted by natural causes or drawdown by the Districts due to business operations) and water quality status, especially quality and/or quantity issues that may negatively impact fishing activities. Further, the Districts will provide immediate notice of any water level or water quality issues to the County that may arise from emergency situations, including but not limited to those situations that may threaten public health and public safety.

b. Nothing in this Agreement is intended to restrict the Districts' abilities to operate, maintain, or improve the Reservoir Property in other ways compatible with the use of Irvine Lake as a water reservoir or to otherwise comply with the requirements imposed by law.

c. The Districts may make temporary uses of the Reservoir Property for uses other than the allowed uses in Section 2.a above upon notice and the approval by the County in each case. Notice by either or both of the Districts must contain reasonably specific information as to the intended use. The temporary uses will be deemed approved unless the County objects within thirty (30) days of receipt of the Districts' notice, and any such objections by the County will not be unreasonably made, conditioned, or delayed. In the event of any such reasonable objection by the County, the Districts shall either (a) conform the temporary uses with the

County's objections, or (b) meet and confer with County within thirty (30) days of Districts' receipt of County's objections to resolve such objections of County. The Districts are responsible for coordinating with one another for any such temporary uses and the County is not responsible for responding to both Districts if the County is only contacted by one District.

3. Restrictions to Run with the Land; Dominant/Servient Tenements; Equitable Servitude. The Restrictions will run with and apply to each and every portion of the Reservoir Property, and shall inure to the benefit of the County Property pursuant to Civil Code Section 1468. For the purposes of these Restrictions, the Reservoir Property shall be deemed the servient tenement and the County Property shall be deemed the dominant tenement. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Reservoir Property or any improvements thereon is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the Reservoir Property or any such improvements. The County, for so long as it is the owner of any portion of the County Property shall have the right to enforce the Restrictions. If the County divests all of the County Property to a third party, then the owner of the portion of the County Property with the longest contiguous boundary with the Reservoir Property will be vested automatically with the sole and exclusive right to enforce the Restrictions. If, for any reason, the Restrictions herein described shall be deemed unenforceable pursuant to Civil Code Section 1468, the Restrictions shall be deemed enforceable as equitable servitudes, and enforced as such by the County, to the benefit of the County Property as the dominant tenement and the Reservoir Property as the servient tenement.

4. Incorporation into Deeds and Leases. The Districts covenant that the Restrictions shall be incorporated by reference or attached to each and all deeds, leases, licenses or other agreements for use or operation of all or any portion of the Reservoir Property. This Agreement will be deemed binding on all successors, assigns, licensees, and lessees and users as described in the prior sentence of any portion of the Reservoir Property, regardless of whether a copy of this Agreement has been attached to or incorporated into any such deed, lease, license or other agreement.

5. TIC Enforcement of Restrictions.

a. While the County shall have the primary right and obligation to enforce the Restrictions through any means available under law or equity, if the County fails to enforce the Restrictions within three (3) months (or such lesser amount of time in the event of an "emergency" as further set forth below) after receiving written notice from TIC of an alleged breach by the Districts (a "**Violation Notice**"), then TIC will have the right, but not the obligation, to require the County to enforce the Restrictions against the Districts (such enforcement right is the "**TIC Enforcement Right**"). During such three (3) month period after the Violation Notice, County shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to enforce the Restrictions against the Districts. If TIC reasonably determines that the Restrictions have been violated and circumstances require immediate action to prevent, terminate or mitigate a significant violation of the Restrictions (i.e. an "emergency" which involves circumstances that would result in imminent harm to human safety or severe destruction of property), TIC may give a Violation Notice and, following receipt

EXHIBIT B (CONTINUED)

Attachment A

by County of such Violation Notice, TIC may then pursue its remedies under this Agreement without waiting for the completion of the three (3) month period provided above. In the event of any action instituted between the County and TIC in connection with the TIC Enforcement Right, then the prevailing party shall be entitled to recover all of its costs and expenses, including court costs, expert fees, and reasonable attorneys' fees in connection with such action.

b. For purposes of TIC exercising its rights and powers under this Agreement, and as used in Exhibit E, "**TIC**" means (i) The Irvine Company LLC, (ii) any affiliate of The Irvine Company LLC; (iii) any successor to The Irvine Company LLC by acquisition of all or substantially all of its assets; or (iv) any successor to The Irvine Company LLC or any affiliate by merger, consolidation or other form of business combination; provided that, notwithstanding any provision of this Agreement, an assignment to and assumption by an affiliate of or successor to The Irvine Company LLC pursuant to clauses (ii), (iii) or (iv) above shall not require the recordation of such assignment in the Official Records of Orange County (and any such affiliate or successor shall provide reasonable evidence of such assignment to the Districts or County upon such Party's request). As used herein, an "affiliate" of The Irvine Company LLC shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, The Irvine Company LLC or its successor pursuant to clause (iii) above. Notwithstanding the foregoing, there shall not be more than one (1) party exercising the rights and powers of TIC under this Agreement at any time. In the event more than one party attempts to exercise the rights and powers of TIC, The Irvine Company LLC (or its successor pursuant to clauses (iii) or (iv)) above shall designate the applicable party to enforce the rights of TIC under this Agreement.

c. For the purposes of the TIC Enforcement Right, the County's obligation to enforce the Restrictions is subject and subordinate to the County's obligations set forth in that certain Grant Deed of Conservation Easement ("**Conservation Easement**"), recorded in the County of Orange on December 29, 2014 as instrument number 2014000561433, including but not limited to section 14 therein, and will run with each and every portion of the County Property (subject to Section 3 of this Agreement) pursuant to Civil Code Section 1468, and subject to the following paragraph, shall inure to the benefit of the TIC Property and the owners thereof. For the purposes of the TIC Enforcement Right, the County Property shall be deemed the servient tenement and the TIC Property shall be deemed the dominant tenement. This Agreement does not modify or amend the Conservation Easement in any way. In the event the County's obligations to enforce the Restrictions under this Agreement conflict with the County's obligations under the Conservation Easement, the County's obligations under the Conservation Easement shall control. TIC shall hold harmless the County and waive any right to prosecute any action, claim, challenge, or dispute against the County that TIC may have against the County related to any alleged violation of the Conservation Easement that arguably results from TIC providing approval to a Proposed Activity that occurs within the Reservoir Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the County Property (subject to Section 3) is and shall be conclusively deemed to have consented and agreed to the County's obligation to enforce the Restrictions, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the County Property or any such improvements. If, for any reason, the TIC Enforcement Right shall be deemed unenforceable pursuant to Civil Code Section 1468, the TIC Enforcement Right shall be deemed enforceable as equitable servitudes, and enforced as such by

EXHIBIT B (CONTINUED)

Attachment A

TIC, to the benefit of the TIC Property as the dominant tenement and the County Property as the servient tenement.

d. In the event that any portion of the TIC Property is conveyed by TIC or its affiliates to a non-affiliated third party (each parcel of the TIC Property so transferred is hereinafter referred to as a “**Transferred Parcel**”), the Transferred Parcel shall no longer be part of the TIC Property and the TIC Enforcement Right shall cease to benefit the Transferred Parcel and the third party owner thereof. Any transfer of any portion of the TIC Property to any party under clauses (i) through (iv) in Section 5.b above will not be deemed a Transferred Parcel.

6. No Dedication Intended. Nothing set forth herein is to be construed to be a gift or grant of a dedication, or offer of a gift or dedication, of the Reservoir Property or any portion thereof to the general public.

7. Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Agreement, each such notice, demand, or other communication shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or an official of a government agency being served; (b) the next business day, if sent by Federal Express or other reputable overnight courier; or (c) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

IF TO THE DISTRICTS:

Serrano Water District
18021 East Lincoln Street
Villa Park, CA 92861
Attn: General Manager

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92619-7000
Attn: General Manager

IF TO TIC:

The Irvine Company LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel's Office

IF TO THE COUNTY:

OC Parks
13042 Old Myford Road
Irvine, CA 92602
Attn: Director, OC Parks

CEO Real Estate
Attn: Chief Real Estate Officer
333 West Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

EXHIBIT B (CONTINUED)

Attachment A

8. Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included.

9. References. All references to code sections include successor provisions.

10. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of California. The venue for any action will be Orange County, California.

11. Termination or Amendment. This Agreement may be validly terminated, amended or modified, in whole or in part, only by recordation in the Office of the Orange County Recorder of a proper instrument duly executed and acknowledged by the Districts, the County and TIC.

[signatures on following page]

EXHIBIT B (CONTINUED)

Attachment A

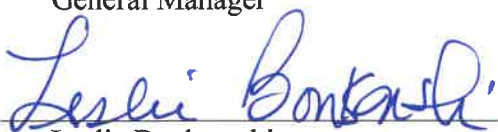
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

IRVINE RANCH WATER DISTRICT,
a California water district

APPROVED AS TO FORM:

By: 
Paul A. Cook
General Manager

By: 
Claire Hervey Collins
District Counsel

By: 
Leslie Bonkowski
Secretary

SERRANO WATER DISTRICT,
a California irrigation district

APPROVED AS TO FORM:

By: _____
President & Director

By: _____
Jeremy N. Jungreis
General Counsel

By: _____
Jerry Vilander
General Manager

Signed in counterparts

EXHIBIT B (CONTINUED)

Attachment A

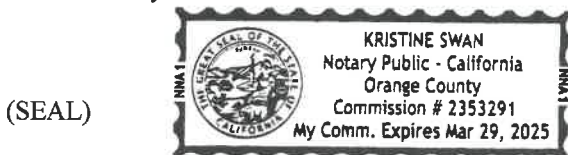
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On March 14, 2022, before me, Kristine Swan, a Notary Public, personally appeared Paul Cook, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kristine Swan
Notary Public

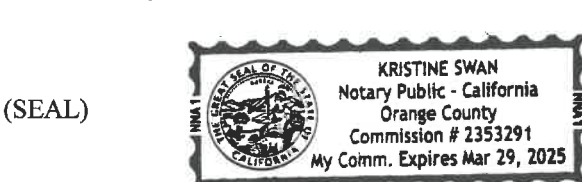
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On March 14, 2022, before me, Kristine Swan, a Notary Public, personally appeared Leslie Bonkowski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kristine Swan
Notary Public

EXHIBIT B (CONTINUED)

Attachment A

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

IRVINE RANCH WATER DISTRICT,
a California water district

APPROVED AS TO FORM:

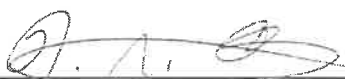
By: _____
Paul A. Cook
General Manager

By: _____
Claire Hervey Collins
District Counsel

By: _____
Leslie Bonkowski
Secretary

SERRANO WATER DISTRICT,
a California irrigation district

APPROVED AS TO FORM:

By:  _____
Jeremy N. Jungreis
General Counsel

By:  _____
Jerry Vilander
General Manager

signed in counter parts

EXHIBIT B (CONTINUED)

Attachment A

THE IRVINE COMPANY LLC,
a Delaware limited liability company

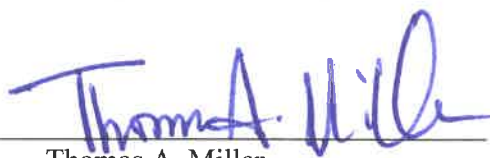
By: _____
Paul P. Hernandez
Senior Vice President, Corporate Affairs

By: _____
Cynthia R. Daily
Assistant Secretary

COUNTY OF ORANGE,
a political subdivision of the State of California

APPROVED AS TO FORM:

By: 
Michael A. Haubert
Deputy County Counsel

By: 
Thomas A. Miller
Chief Real Estate Officer
Per Minute Order dated February 8, 2022

Signed in counterparts

EXHIBIT B (CONTINUED)

Attachment A

EXHIBIT A**RESERVOIR PROPERTY
"LAKE AND DAM" AND
"FLATS"****LEGAL DESCRIPTION**

Those certain parcels of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 69, 70, 78 and 79 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being more particularly described as follows:

"LAKE AND DAM":

Being that certain parcel of land described as Irvine Lake in that certain grant deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder.

EXCEPTING THEREFROM that portion of said Irvine Lake described as follows and hereinafter referred to as the **"FLATS"**:

BEGINNING at a point on the southeasterly line of said Irvine Lake being the northeasterly terminus of that certain course described in said deed as having a bearing and distance of South 32°05'59" West 917.93 feet; thence along the southeasterly and southerly line of said Irvine Lake the following courses: South 32°05'59" West 917.93 feet; thence North 86°38'06" West 418.44 feet; thence South 11°45'04" West 194.87 feet; thence South 35°19'28" West 157.49 feet; thence North 79°30'38" West 338.67 feet; thence South 88°04'40" West 598.06 feet; thence North 79°48'42" West 361.00 feet; thence leaving said southerly line of Irvine Lake North 79°00'00" East 229.00 feet; thence North 53°00'00" East 164.00 feet; thence North 4°30'00" West 298.00 feet; thence North 9°30'00" East 130.00 feet; thence North 16°00'00" East 83.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 200.00 feet; thence northeasterly and easterly along said curve through a central angle of 78°00'00" an arc distance of 272.27 feet; thence tangent from said curve South 86°00'00" East 86.00 feet; thence East 396.00 feet thence North 16°30'00" East 154.00 feet; thence North 80°00'00" East 242.00 feet; thence North 80°30'00" East 842.85 feet; thence South 77°00'00" East 136.45 feet to the **POINT OF BEGINNING**.

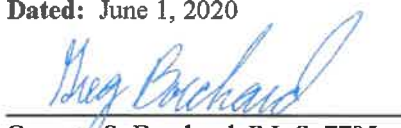
CONTAINING: 34.930 Acres, more or less.

SUBJECT TO: Covenants, conditions, reservations, restrictions, rights-of-way, and easements of record, if any.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

Dated: June 1, 2020


Gregory S. Borchard, P.L.S. 7705
License expires December 31, 2020



ExALegal-Reservoir.docx
Page 1 of 1

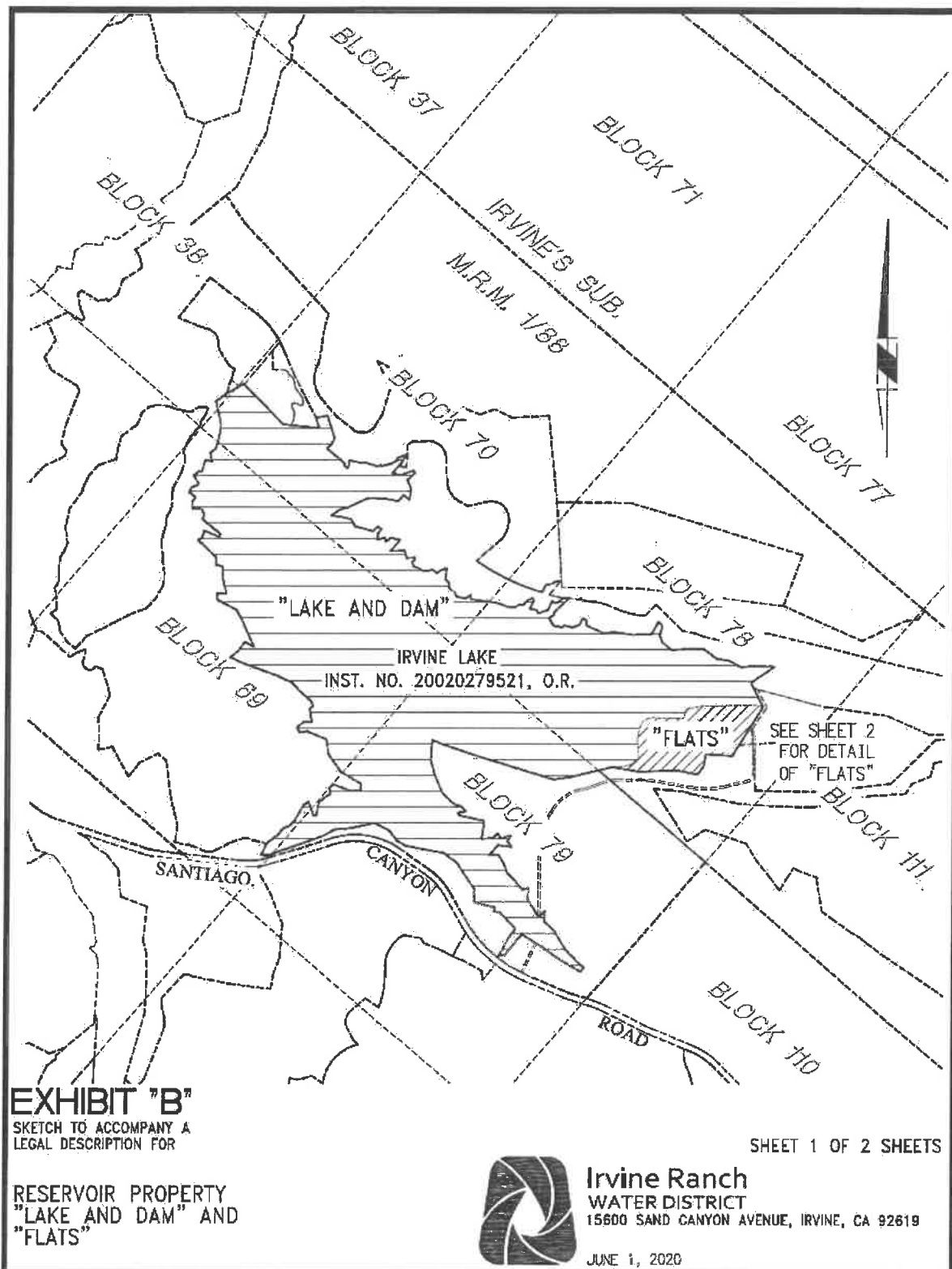
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EXHIBIT B (CONTINUED)

Attachment A

EXHIBIT B

DEPICTION OF RESERVOIR PROPERTY, INCLUDING "FLATS" and "LAKE AND DAM" SUB-PARCELS



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EXHIBIT B (CONTINUED)

Attachment A

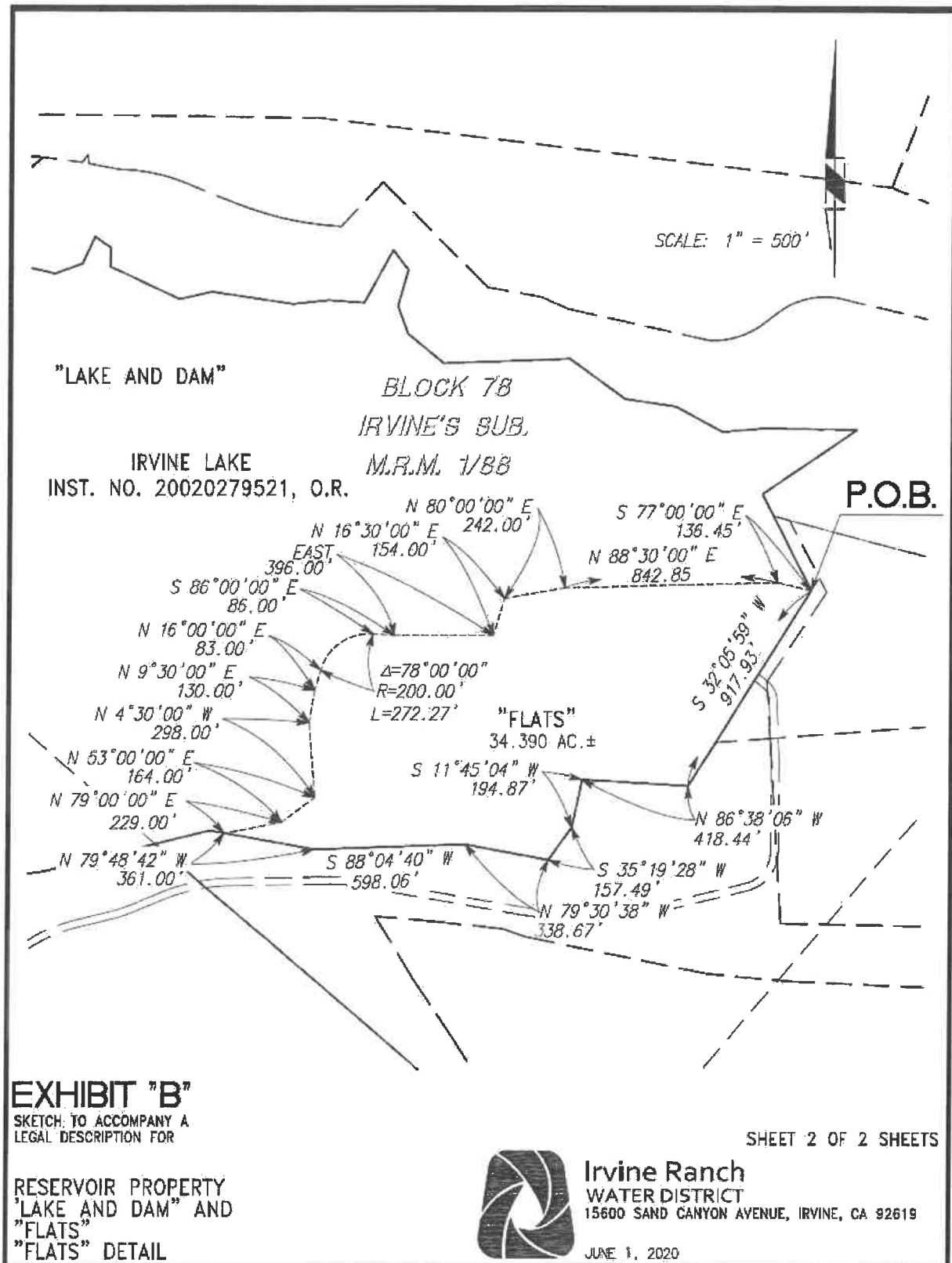


EXHIBIT B (CONTINUED)

Attachment A

EXHIBIT C**PERMITTED RECREATIONAL USES OF RESERVOIR PROPERTY**

All recreational uses are subject to the primary purpose of water impoundment and storage, and protection of the water quality of Irvine Lake.

Lake (County/Serrano)

Recreation such as

- Fishing
- Boating - County, District, or concessionaire/operator fleet (but not public/personal vessels)
- Walking
- Bicycling
- Picnicking
- Bird watching
- Operational facilities and equipment to support the uses described above, including docks, vehicle parking, and related amenities such as sanitation facilities, subject to design and location approval by the Districts.
- Any other recreational and ancillary uses mutually agreed upon by Districts, TIC and the County pursuant to Section 2.a(vi) of the Agreement

Note: swimming and any other bodily contact with the water impounded in the Reservoir is strictly prohibited.

To ensure the County, or any County operator, has sufficient information to plan and coordinate the County recreational activities, the Districts and County shall meet, at a minimum, on an annual basis to allow the Districts to inform the County of projected water levels (whether impacted by natural causes or drawdown by the Districts due to business operations) and water quality status, especially quality issues that may negatively impact fishing activities. Further, the Districts will provide immediate notice of any water level or water quality issues to the County that may arise from emergency situations, including but not limited to those situations that may threaten public health and public safety.

Flats (Serrano/IRWD)

Recreation such as

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Walking ▪ Bicycling ▪ Bird watching ▪ Fishing ▪ Picnicking ▪ Barbeques ▪ Group parties or events ▪ Concerts ▪ Car shows | <ul style="list-style-type: none"> ▪ Festivals ▪ Camping (including with recreational vehicles) and associated vehicle parking and related amenities, such as sanitation facilities ▪ Any other recreational and ancillary uses mutually agreed upon by Districts, TIC and the County pursuant to Section 2.a(vi) of the Agreement. |
|---|--|

EXHIBIT B (CONTINUED)

Attachment A

EXHIBIT "D"**COUNTY PARCELS****LEGAL DESCRIPTION****JAMES LICENSE PARCEL:**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 78, 79 and 111 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being that certain parcel of land described "BLACK STAR WILDERNESS PARK – PR32C-110" also known as "James License Parcel – East Orange Area II" in that certain gift deed recorded June 1, 2015 as Instrument No. 2015000281264 of Official Records in said Office of the County Recorder.

RECREATION PARCEL:

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 69 and 79 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being that certain parcel of land described as "OPEN SPACE – OS31D-101" also known as "29-Acre Parcel – East Orange Area II" in that certain gift deed recorded June 12, 2019 as Instrument No. 2019000205217 of Official Records in said Office of the County Recorder.

ACCESS ROAD PARCEL:

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 78 and 79 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being that certain parcel of land described as "IRVINE RANCH OPEN SPACE – OS31D-102" also known as "4.5 Acre Access Road Parcel – East Orange Area II" in that certain gift deed recorded September 4, 2019 as Instrument No. 2019000330637 of Official Records in said Office of the County Recorder.

PARCELS SUBJECT TO CONSERVATION EASEMENT:

Those certain parcels of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 38, 70, 78, 79, 110, 111, 115 and 116 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being those certain parcels of land described as "PARCEL 1 BLACKSTAR WILDERNESS PARK-PR32C-107", "PARCEL 2 LIMESTONE CANYON NATURE PRESERVE-PR41D-307", and "PARCEL 3 FREMONT CANYON NATURE PRESERVE-PR24A-113" in that certain gift deed recorded December 19, 2014 as Instrument No. 2014000562473 of Official Records in said Office of the County Recorder.

EXHIBIT B (CONTINUED)

Attachment A

SUBJECT TO: Covenants, conditions, reservations, restrictions, rights-of-way, and easements of record, if any.

PARCEL DEPICTIONS attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

Dated: January 20, 2022

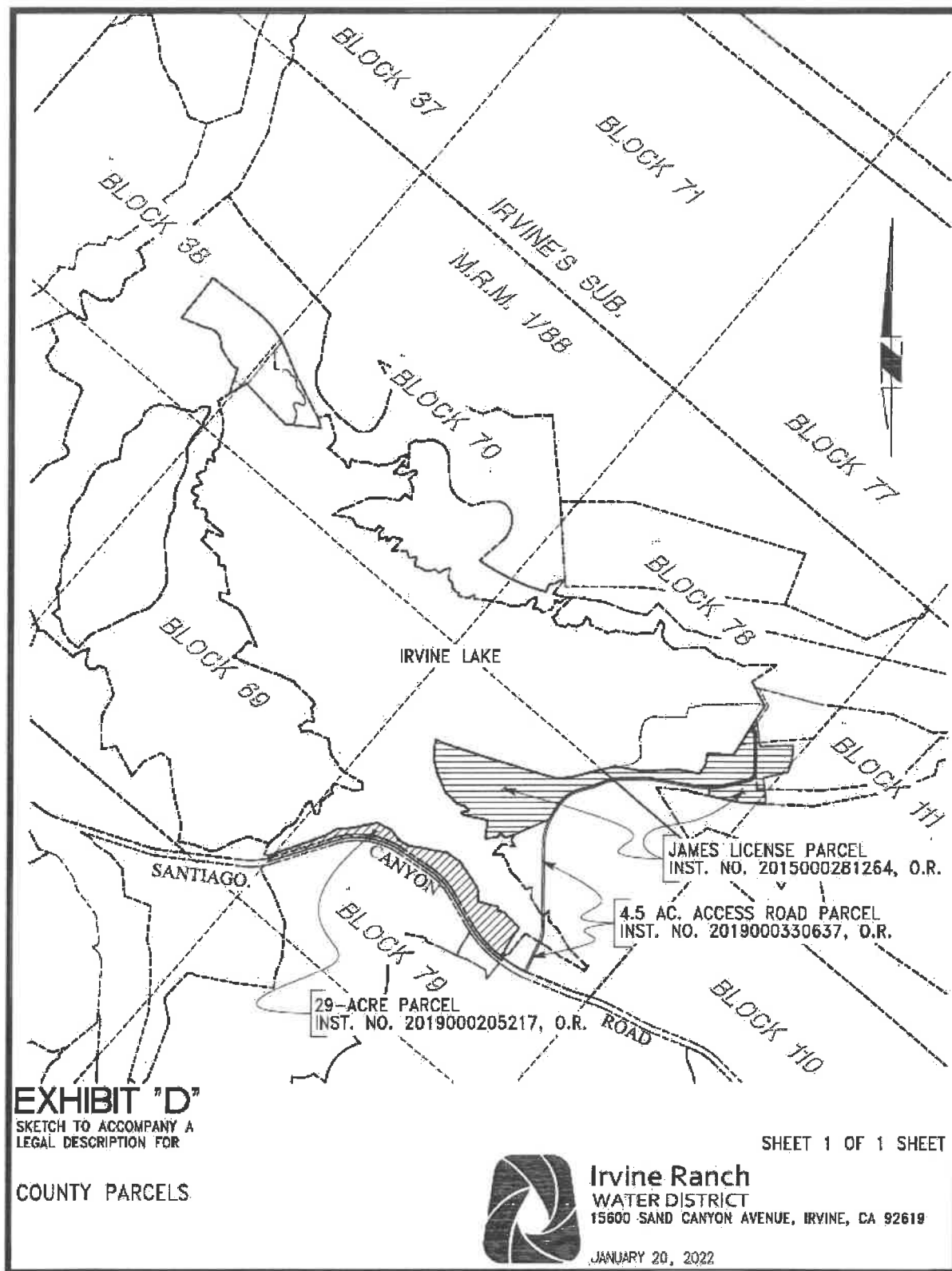


Gregory S. Borchard, P.L.S. 7705
License expires December 31, 2022



EXHIBIT B (CONTINUED)

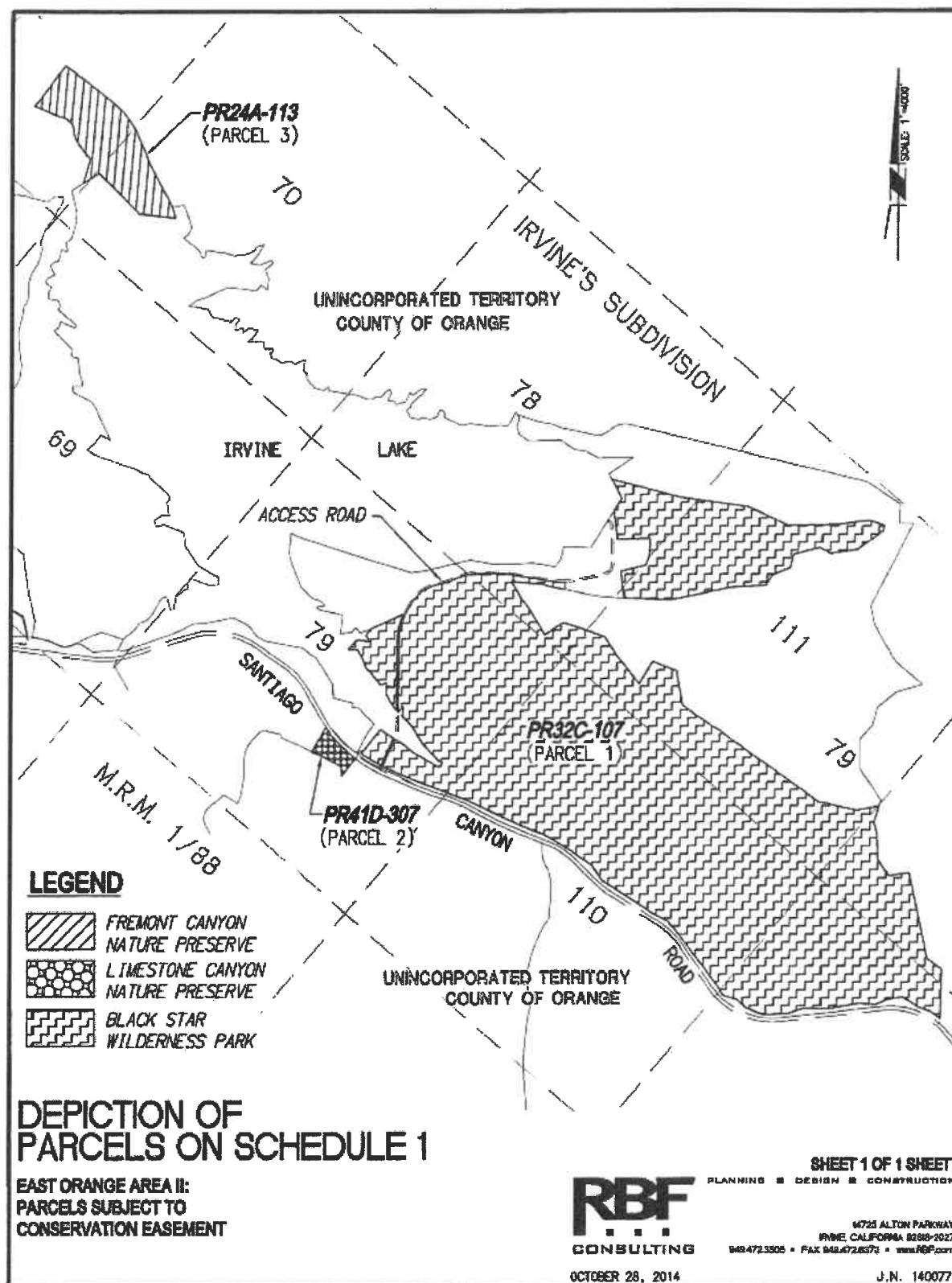
Attachment A



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EXHIBIT "D" - COUNTY PARCELS



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EXHIBIT E**TIC PROPERTY**

The properties described below shall constitute the “TIC Property” for purposes of this Agreement, provided that any such property shall cease being part of the TIC Property at such time as fee title to such property ceases to be owned by any of The Irvine Company LLC (“TIC”), The Irvine Land Company LLC (“TILC”) or any of their respective divisions, subsidiaries or affiliates, or successor thereof pursuant to clauses (iii) or (iv) under Section 5.b of the Agreement.

I. PROPERTIES LOCATED IN CITY OF IRVINE.**1. Woodbury Town Center**

Lot 1 of Tract No. 16755, in the City of Irvine, County of Orange, as shown on a Map filed in Book 866, Pages 12 to 21, inclusive, of Miscellaneous Maps, Records of Orange County, California.

2. Quail Hill Shopping Center

Lot 3 of Tract No. 16225, in the City of Irvine, County of Orange, as shown on a map filed in Book 829, Pages 1 to 29, inclusive, of Miscellaneous Maps, Records of Orange County, California.

3. Westpark Plaza**PARCEL A:**

Parcel 1 of that certain Lot Line Adjustment No. 86-LL-0044, in the City of Irvine, County of Orange, State of California, recorded May 20, 1987, as Instrument No. 87-282633, Official Records of said Orange County, California, excepting therefrom that portion of said land conveyed to the Orange County Flood Control District by Deed recorded July 29, 1993, as Instrument No. 93-0507180, Official Records of Orange County, California.

PARCEL B:

Easements for parking and access over Lot 16 of Tract No. 12355, in the City of Irvine, County of Orange, State of California, as per Map recorded in Book 556, Pages 15 to 36, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County, which easements are more particularly set forth in that certain instrument entitled “Declaration as to Access Easements,” recorded March 12, 1991, as Instrument No. 91-111920, Official Records of Orange County, California.

EXHIBIT B (CONTINUED)

Attachment A

4. Harvard Place

Parcel 1, in the City of Irvine, County of Orange, State of California, of Lot Line Adjustment 86-LL-0042, recorded on May 20, 1987, as Instrument No. 87-282634 of Official Records of Orange County.

5. Retail Center at Culver & Irvine (Northpark Plaza)

Parcel 1 of Parcel Map No. 97-134 in the City of Irvine, County of Orange, as shown on a Map filed in Book 305, Pages 39, 40 and 41 of Parcel Maps, Records of Orange County, California.

6. West Irvine/The Market Place II

Parcels 1 and 2 of Parcel Map No. 93-204 in the City of Irvine, County of Orange, State of California, as shown on a Map filed in Book 291, Pages 18 to 23 of Parcel Maps, in the Office of the County Recorder of Orange County, California.

7. West Irvine/The Market Place III

All of Parcel Map No. 98-167, in the City of Irvine, County of Orange, as shown on a Map filed in Book 305, Pages 16 to 21, inclusive, of Parcel Maps, Records of Orange County, California.

8. Oak Creek Village Center

Lot 1 of Tract No. 15216, in the City of Irvine, County of Orange, as shown on a Map filed in Book 742, Pages 49 and 50 of Miscellaneous Maps, Records of Orange County, California.

9. Irvine Spectrum Center

That portion of Lot 292, Block 156 of the Irvine Subdivision in the City of Irvine, County of Orange, State of California, as shown on a Map filed in Book 1, Page 88 of Miscellaneous Maps in the Office of the County Recorder of said County, described as follows:

Beginning at the northwesterly terminus of that certain course in the easterly right-of-way line of Fortune, a public street, shown as "north 41°52'09" west, 512.82 feet" on Parcel Map No. 87-364 filed in Book 241, Pages 14 through 16, inclusive, of Parcel Maps in the Office of the County Recorder of said County, said point also being the beginning of a curve concave easterly, having a radius of 684.00 feet; thence along said right-of-way line of Fortune as shown on said Parcel Map 87-364 and as shown on Parcel Map 87-427 filed in Book 252, Pages 19 through 22, inclusive, of Parcel Maps, Records of said County, the following four (4) courses: (1) northwesterly 413.13 feet along said curve through a central angle of 34°36'21" to the beginning of a compound curve having a radius of 554.00 feet; (2) northwesterly, northerly and northeasterly, 940.45 feet along said compound curve through a central angle of 97°15'48"; (3) east 199.84 feet to the beginning of a curve concave northerly, having

EXHIBIT B (CONTINUED)

Attachment A

a radius of 246.00 feet; (4) easterly, 221.52 feet along said curve through a central angle of 51°35'38"; thence, north 36°24'22" east, 40.68 feet; thence north 78°40'37" east, 34.30 feet to the southwesterly line of that certain land described in a Deed to the State of California recorded on August 13, 1985, as Instrument No. 85-300430, Official Records of said County and as shown on said Parcel Map No. 87-427; thence along said southwesterly line the following two (2) courses: (1) south 53°58'29" east, 50.76 feet; (2) north 36°21'52" east, 104.52 feet; thence leaving said southwesterly line and traversing the interior of said Lot 292 the following fifteen (15) courses: (1) south 46°05'24" east, 49.06 feet; (2) south 31°42'37" east, 89.49 feet; (3) south 47°47'43" west, 62.83 feet; (4) north 42°12'18" west, 5.62 feet to the beginning of a curve concave southeasterly, having a radius of 4.50 feet; (5) westerly, southwesterly, and southerly 7.49 feet along said curve through a central angle of 95°18'46"; (6) south 42°28'56" west, 104.32 feet; (7) south 04°31'29" east, 335.20 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 30.73 feet, a radial line through said point bears north 77°35'50" east; (8) southeasterly, 14.23 feet along said curve through a central angle of 26°32'25" to the beginning of a non-tangent curve, concave to the southwest having a radius of 1097.95 feet, a radial line through said point bears south 87°38'31" east; (9) southeasterly, 826.32 feet along said curve through a central angle of 43°07'15" to the beginning of a non-tangent curve concave southwesterly having a radius of 45.63 feet, a radial through said point bears south 46°43'17" east; (10) southeasterly, 8.29 feet along said curve through a central angle of 10°24'41"; (11) non-tangent to said last mentioned curve, south 51°25'42" west, 73.01 feet; (12) south 32°47'46" east, 282.39 feet; (13) south 57°12'14" west, 155.00 feet; (14) south 32°47'46" east, 30.00 feet; (15) south 57°12'14" west, 159.40 feet to the northeasterly right-of-way line of Fortune as shown on said Parcel Map No. 87-364; and the beginning of a non-tangent curve concave southwesterly, having a radius of 346.00 feet, a radial through said point bears south 89°40'51" east; thence along said right-of-way line the following two (2) courses : (1) westerly and northwesterly, 254.77 feet along said curve through a central angle of 42°11'18"; (2) north 41°52'09" west, 512.82 feet to the point of beginning.

10. Irvine Technology Center

Lots 2 through 15, inclusive, and Lots 17 through 20, inclusive, of Tract No. 15661 in the City of Irvine, County of Orange, State of California, as shown on a Map filed on June 30, 1998, as Instrument No. 19980416848, in Book 770, at Pages 12 through 20, inclusive, of the Official Records of Orange County, California.

11. Westpark Village

Lot 16 of Tract No. 12355, in the City of Irvine, County of Orange, State of California, as per map recorded in Book 556, Pages 15 to 36, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California.

EXHIBIT B (CONTINUED)

Attachment A

12. Crossroads Shopping Center

Parcels 3 through 7, inclusive, and A and B of Parcel Map No. 86-138 recorded in Book 215, Pages 18 through 21, inclusive, of Parcel Maps, Official Records of Orange County, California; and Parcels 1, 2, 8, 9, 10, A, B, C, D and E as shown on Exhibit "A" to that certain Lot Line Adjustment No. 87-LLA-0068 recorded on November 16, 1987 as Instrument No. 87-64803, Official Records of Orange County, California.

13. Alton Square

Parcel 9, as per map filed in Book 135, Pages 11 to 15, inclusive, of Parcel Maps, Records of Orange County, California.

14. Oak Creek Golf Course

Parcels 1, A and B of Parcel Map 94-200 in the City of Irvine, County of Orange, State of California, as shown on a Map filed on February 23, 1996, as Instrument No. 96-0100462, in Book 291 at Pages 28 through 34, inclusive, of the Official Records of Orange County, California.

15. University Research ParkPARCEL A:

A leasehold interest in that certain property in the City of Irvine, County of Orange, State of California, described as Parcels 1 through 4, inclusive, as shown on a Map, recorded in Book 173, Pages 17 through 22, inclusive, of Record of Surveys in the Office of the County Recorder of said County, as per the Memoranda of Lease recorded May 5, 1999, as Instrument No. 19990328619 and October 30, 2000, as Instrument Nos. 20000454625, 20000454626 and 20000454627, Official Records of Orange County, California.

PARCEL B:

That property described as Parcels 1 to 9, inclusive, of Parcel Map No. 94-160 in the City of Irvine, County of Orange, State of California, as shown on a Map filed on June 14, 1996, as Instrument No. 96-0303310, in Book 293, Pages 6 to 11, inclusive, of Parcel Maps, as modified by Lot Line Adjustment 33324-LL recorded February 25, 1999, as Instrument No. 19990135421, Lot Line Adjustment No. 38355-LL recorded September 15, 1999, as Instrument No. 19990663936, Lot Line Adjustment No. 38615-LL recorded November 8, 1999, as Instrument No. 19990777735, Lot Line Adjustment No. 41522-LL recorded February 23, 2000, as Instrument No. 20000095623, and Lot Line Adjustment No. 43246-LL recorded May 25, 2000, as Instrument No. 20000275182, all of Official Records, Orange County, California.

16. Orchard Hills Shopping Center

That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being all of Lot 1 of Tract Map No. 17004 recorded on June 12, 2007, as Instrument No. 2007000372942, in Book 891, Pages 1 through 53, inclusive, of Miscellaneous Maps, in the Official Records of Orange County, California.

17. Orchard Hills Apartments

That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being all of Lot 2 of Tract No. 17004 recorded on June 12, 2007, as Instrument No. 2007000372942, in Book 891, Pages 1 through 53, inclusive, of Miscellaneous Maps, in the Official Records of Orange County, California.

18. Woodbury East Apartments

Lot 18 of Tract No. 17086, as shown on a map filed in Book 890, Pages 1 to 20, inclusive, of Miscellaneous Maps, Records of Orange County, California.

19. Stonegate Apartments

Lot 18 of Tract No. 17086, as shown on a map filed in Book 890, Pages 1 to 20, inclusive, of Miscellaneous Maps, Records of Orange County, California.

20. The Park Apartments in Irvine Spectrum

Those certain parcels of land situated in the City of Irvine, County of Orange, State of California being all of Parcels "A" and 1-3, inclusive, of Parcel Map No. 2006-220 filed in Book 269, Pages 42 through 45, inclusive, of Parcel Maps on file in the office of the County Recorder of Orange County, California.

21. The Village Apartments in Irvine Spectrum

Lot 1, 2 and 3 of Tract 16552 in the City of Irvine, County of Orange, State of California, being a subdivision of parcels 1 and 2, portions of Irvine Center Drive and Pacifica of Parcel Map No. 90-204 as shown on a map filed in book 269, pages 42 – 45, inclusive of Parcel maps and portion of Irvine in the office of the County Recorder of Orange County, California.

22. Cypress Village Apartment Communities (Murano, Cadenza, Veneto, Umbria and Avella)

Lots 1, 2, 5, 6 and 7 of Tract 17394, as shown on a map filed in Book 902, pages 33 through 43, inclusive, of Miscellaneous Maps, records of Orange County, California.

Lots 5 and 6 of Tract 17612, as shown on a map filed in Book 924, pages 1 through 14, inclusive, of Miscellaneous Maps, records of Orange County, California.

EXHIBIT B (CONTINUED)

Attachment A

23. Los Olivos Apartments

Lots 1-14 and Lots A, B, E and F of Tract 17216, as shown on a map filed in Book 908, Pages 17-24, inclusive, of Miscellaneous Maps, records of Orange County, California.

24. Portola Place Apartments

Lot 20 of Tract 16780, as shown on a map filed in Book 867, pages 18 through 30, inclusive, of Miscellaneous Maps, records of Orange County, California.

TIC shall have the right by duly recorded amendment(s) to this Agreement executed only by such entity to unilaterally provide updated descriptions or depictions (or both) of all or portions of the TIC Property described above based on later subdivisions or lots line adjustments to such TIC Property or to remove Transferred Parcels from the identification of the TIC Property. TIC will not have the right to add any additional land to this description of the TIC Property.

EXHIBIT C**LEGAL DESCRIPTION OF THE COUNTY PROPERTY**

Portion of "Recreation Parcel"
 Facility No.: OS31D Parcel
 No.: 105

That certain portion of land in the Unincorporated Territory of the County of Orange, State of California, over the land described in Gift Deed to County of Orange recorded June 12, 2019 as Instrument No. 2019000205217 of Official Records in the Office of the County Recorder of said County, lying northwesterly of the following described line:

COMMENCING at the northwesterly terminus of that certain line labeled "33" and being "N54°01'28"W 260.53' " as shown on Record of Survey 2001-1044 filed in Book 188, Pages 25 through 29 of Records of Survey in the Office of the County Recorder of said County said terminus also being an angle point along the northerly boundary of said Gift Deed;

Thence southeasterly along said line, coincident with said boundary, South 54°01'28" East 59.10 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said boundary South 00°18'36" West 0.51 feet;
 Thence South 39°03'54" East 21.48 feet;
 Thence South 35°17'53" West 9.23 feet;
 Thence South 39°10'00" East 20.30 feet;
 Thence South 52°42'29" East 2.15 feet;
 Thence South 38°00'47" West 25.96 feet;
 Thence North 60°28'59" West 40.82 feet;
 Thence South 45°41'36" West 9.23 feet;
 Thence South 28°24'15" West 140.35 feet;
 Thence South 28°13'17" West 77.58 feet;
 Thence South 09°58'44" West 4.66 feet;
 Thence South 06°37'40" West 7.12 feet;
 Thence South 20°03'57" West 4.74 feet;
 Thence South 16°39'11" West 24.34 feet;
 Thence South 28°30'38" West 19.25 feet;
 Thence South 12°28'10" West 26.77 feet;
 Thence South 43°08'34" West 43.24 feet to an intersection with the southerly boundary of aforementioned Gift Deed;

EXCEPT that portion lying within Santiago Canyon Road, 60.00 feet in width, as described in the Deed of Right of Way, recorded September 29, 1958 in Book 4430, Page 94 of Official Records in said Office of the County Recorder.

EXHIBIT C (CONTINUED)

LEGAL DESCRIPTION OF PORTION OF RECREATION PARCEL (CONTINUED)

Containing 10.07 Acres, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED

Kevin Hills, County Surveyor, L.S. 6617



By: Raymond J. Rivera, L.S. 8324

Date: 05-18-2022



EXHIBIT C (CONTINUED)**LEGAL DESCRIPTION OF "LICENSE PARCEL"**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California, lying within Blocks 78, 79 and 111 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said Orange County, described as follows:

COMMENCING at a point on the centerline of Santiago Canyon Road, 60.00 feet wide, as described in the right-of-way document recorded September 29, 1958 in Book 4430, Page 94 of Official Records in said Office of the County Recorder, distant northwesterly 72.49 feet, along a curve concave northeasterly having a radius of 2038.00 feet, from the southeasterly terminus of the curve described as concave northeasterly, having a radius of 2038.00 feet, a delta of 37°03'00" and an arc length of 1317.86 feet in said document, a radial line to said point bears South 25°11'00" West;

thence leaving said centerline non-tangent from said curve, North 24°44'44" East 541.52 feet to a curve concave westerly having a radius of 600.00 feet;

thence northerly 252.79 feet along said curve through a central angle of 24°08'23";

thence tangent from said curve North 0°36'21" East 1326.73 feet to a curve concave easterly having a radius of 900.00 feet; the following eleven (11) courses shall be collectively hereafter referred to as Centerline "A":

along said Centerline "A" and said curve northerly 492.78 feet through a central angle of 31°22'16";

thence tangent from said curve North 31°58'37" East 139.46 feet to a curve concave southeasterly having a radius of 635.00 feet;

thence along said curve northeasterly 493.33 feet through a central angle of 44°30'47";

thence tangent from said curve North 76°29'24" East 132.49 feet to a curve concave northerly having a radius of 685.00 feet;

thence along said curve easterly 111.06 feet through a central angle of 9°17'22";

thence tangent from said curve North 67°12'02" East 110.22 feet to a curve concave southerly having a radius of 735.00 feet;

thence along said curve easterly 279.75 feet through a central angle of 21°48'27";

thence tangent from said curve North 89°00'29" East 381.51 feet to a curve concave southerly having a radius of 785.00 feet;

thence along said curve easterly 148.22 feet through a central angle of 10°49'05";

thence tangent from said curve South 80°10'26" East 633.40 feet to a curve concave northerly having a radius of 1415.00 feet;

thence along said curve easterly 266.49 feet through a central angle of 10°47'27";

thence leaving said Centerline "A", radial from said curve South 00°57'53" East 15.00 feet to a curve concentric with and 15.00 feet southerly of said last curve and the **TRUE POINT OF BEGINNING**;

EXHIBIT C (CONTINUED)**LEGAL DESCRIPTION OF "LICENSE PARCEL" (CONTINUED)**

thence concentric and parallel with and 15.00 feet southerly of the hereinbefore described Centerline "A" through the following courses:

along said last concentric curve westerly 269.32 feet through a central angle of 10°47'27";
 thence tangent from said curve North 80°10'26" West 633.40 feet to the beginning of a tangent curve concave southerly and having a radius of 770.00 feet;
 thence along said curve westerly 145.38 feet through a central angle of 10°49'05";
 thence tangent from said curve South 89°00'29" West 381.51 feet to the beginning of a tangent curve concave southerly and having a radius of 720.00 feet;
 thence along said curve westerly 274.04 feet through a central angle of 21°48'27";
 thence tangent from said curve South 67°12'02" West 110.22 feet to the beginning of a tangent curve concave northerly and having a radius of 700.00 feet;
 thence along said curve westerly 113.49 feet through a central angle of 09°17'22";
 thence tangent from said curve South 76°29'24" West 132.49 feet to the beginning of a tangent curve concave southeasterly and having a radius of 620.00 feet;
 thence along said curve southwesterly 481.68 feet through a central angle of 44°30'47";
 thence tangent from said curve South 31°58'37" West 139.46 feet to the beginning of a tangent curve concave southeasterly and having a radius of 885.00 feet;
 thence along said curve southwesterly 50.54 feet through a central angle of 03°16'20";

thence leaving said concentric and parallel courses, non-tangent from said curve South 65°50'09" West 636.67 feet to the northeasterly terminus of the that certain course described as "North 72°01'50" East 170.12 feet" in the general southerly line of the Irvine Lake boundary in the Grant Deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder;

thence along said general southerly line through the following courses:

South 72°01'50" West 170.12 feet;
 thence North 34°18'01" West 103.37 feet;
 thence South 37°49'22" West 95.26 feet;
 thence South 85°06'27" West 186.09 feet;
 thence North 07°26'13" East 289.50 feet;
 thence North 78°12'09" West 380.79 feet;
 thence North 48°34'28" West 68.39 feet;
 thence North 79°22'15" East 137.33 feet;
 thence North 44°25'50" West 111.71 feet;
 thence North 75°20'01" West 109.84 feet;
 thence North 46°59'17" West 266.83 feet;
 thence North 22°37'09" West 330.80 feet;
 thence North 14°59'24" West 228.93 feet;
 thence North 04°45'27" East 315.18 feet;
 thence South 66°09'29" East 158.14 feet;
 thence South 71°44'01" East 746.25 feet;
 thence South 73°05'37" East 1118.62 feet;
 thence North 82°17'27" East 253.02 feet;
 thence North 76°13'44" East 686.51 feet;
 thence South 79°48'42" East 417.87 feet;

EXHIBIT C (CONTINUED)**LEGAL DESCRIPTION OF "LICENSE PARCEL" (CONTINUED)**

thence North 88°04'40" East 598.06 feet;
 thence South 79°30'38" East 338.67 feet;
 thence North 35°19'28" East 157.49 feet;
 thence North 11°45'04" East 194.87 feet;
 thence South 86°38'06" East 418.44 feet;
 thence North 32°05'59" East 688.41 feet;

thence leaving said general southerly line South 06°38'23" East 450.98 feet;
 thence North 87°58'26" East 522.86 feet;
 thence South 00°07'45" West 109.55 feet;
 thence South 06°17'39" West 175.26 feet;
 thence South 20°47'17" West 151.94 feet;
 thence South 77°08'24" West 401.41 feet;
 thence South 06°38'23" East 421.39 feet to the general southwesterly line of Parcel L-1 as described in the Gift Deed recorded July 1, 2010 as Instrument No. 2010000312153 of Official Records and by reference to Certificate of Compliance No. 2009-01 recorded February 16, 2010 as Instrument No. 2010000072885 of Official Records, both in said Office of the County Recorder;
 thence along last said general southwesterly line of said Parcel L-1 through following courses:

North 87°29'49" West 120.64 feet;
 thence North 85°06'01" West 320.24 feet;
 thence North 78°31'41" West 484.33 feet to a line which bears South 00°57'53" East and passes through the TRUE POINT OF BEGINNING;

thence leaving said general southwesterly line of Parcel L-1 North 00°57'53" West 118.87 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM (Access Road) a strip of land 30.00 feet wide, the centerline of which is described as follows:

COMMENCING at a point on the centerline of Santiago Canyon Road, 60.00 feet wide, as described in the right-of-way document recorded September 29, 1958 in Book 4430, Page 94 of Official Records in said Office of the County Recorder, distant northwesterly 72.49 feet, along a curve concave northeasterly having a radius of 2038.00 feet, from the southeasterly terminus of the curve described as concave northeasterly, having a radius of 2038.00 feet, a delta of 37°03'00" and an arc length of 1317.86 feet in said document, a radial line to said point bears South 25°11'00" West;
 thence leaving said centerline non-tangent from said curve, North 24°44'44" East 541.52 feet to a curve concave westerly having a radius of 600.00 feet;
 thence northerly 252.79 feet along said curve through a central angle of 24°08'23";
 thence tangent from said curve North 0°36'21" East 1326.73 feet to a curve concave easterly having a radius of 900.00 feet;
 thence northerly 492.78 feet along said curve through a central angle of 31°22'16";
 thence tangent from said curve North 31°58'37" East 139.46 feet to a curve concave southeasterly having a radius of 635.00 feet;
 thence northeasterly 493.33 feet along said curve through a central angle of 44°30'47";

EXHIBIT C (CONTINUED)

LEGAL DESCRIPTION OF "LICENSE PARCEL" (CONTINUED)

thence tangent from said curve North 76°29'24" East 132.49 feet to a curve concave northerly having a radius of 685.00 feet;
 thence easterly 111.06 feet along said curve through a central angle of 9°17'22";
 thence tangent from said curve North 67°12'02" East 110.22 feet to a curve concave southerly having a radius of 735.00 feet;
 thence easterly 279.75 feet along said curve through a central angle of 21°48'27";
 thence tangent from said curve North 89°00'29" East 381.51 feet to a curve concave southerly having a radius of 785.00 feet;
 thence easterly 148.22 feet along said curve through a central angle of 10°49'05";
 thence tangent from said curve South 80°10'26" East 633.40 feet to a curve concave northerly having a radius of 1415.00 feet;
 thence easterly 577.88 feet along said curve through a central angle of 23°23'58";
 thence tangent from said curve North 76°25'36" East 327.88 feet to a curve concave northwesterly having a radius of 145.00 feet;
 thence northeasterly and northerly 192.62 feet along said curve through a central angle of 76°06'44";
 thence tangent from said curve North 0°18'52" East 351.69 feet;
 thence North 2°19'12" West 253.59 feet to a curve concave southwesterly having a radius of 80.00 feet;
 thence northwesterly 66.57 feet along said curve through a central angle of 47°40'48";
 thence North 50°00'00" West 48.52 feet to the general southerly line of the Irvine Lake boundary described in the Grant Deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder;

CONTAINING: 73.9 Acres, more or less

Unless otherwise described, all distances shown hereon are in ground. To obtain grid distances, multiply the distances herein by 0.99994914.

EXHIBIT "B" attached and by this reference made a part hereof.

Kurt R. Troxell

Kurt R. Troxell, L.S. 7854

10/28/2014

Date

RBF Consulting
 14725 Alton Parkway
 Irvine, California 92618
 Project No. 140077



EXHIBIT C-1

DEPICTION OF THE COUNTY PROPERTY – “PORTION OF RECREATIONAL PARCEL”

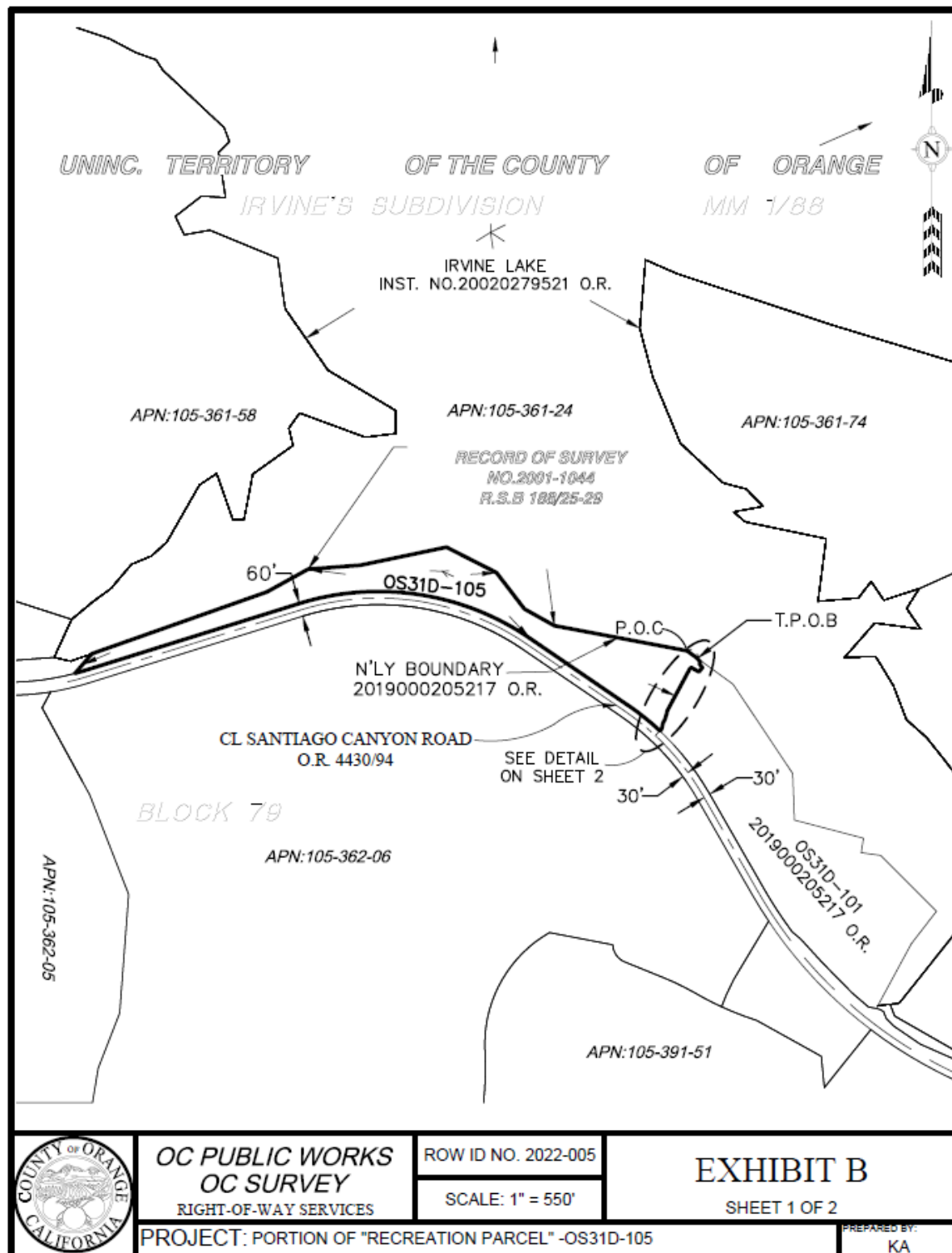


EXHIBIT C-1 (CONTINUED)

DEPICTION OF "PORTION OF RECREATION PARCEL" (CONTINUED)

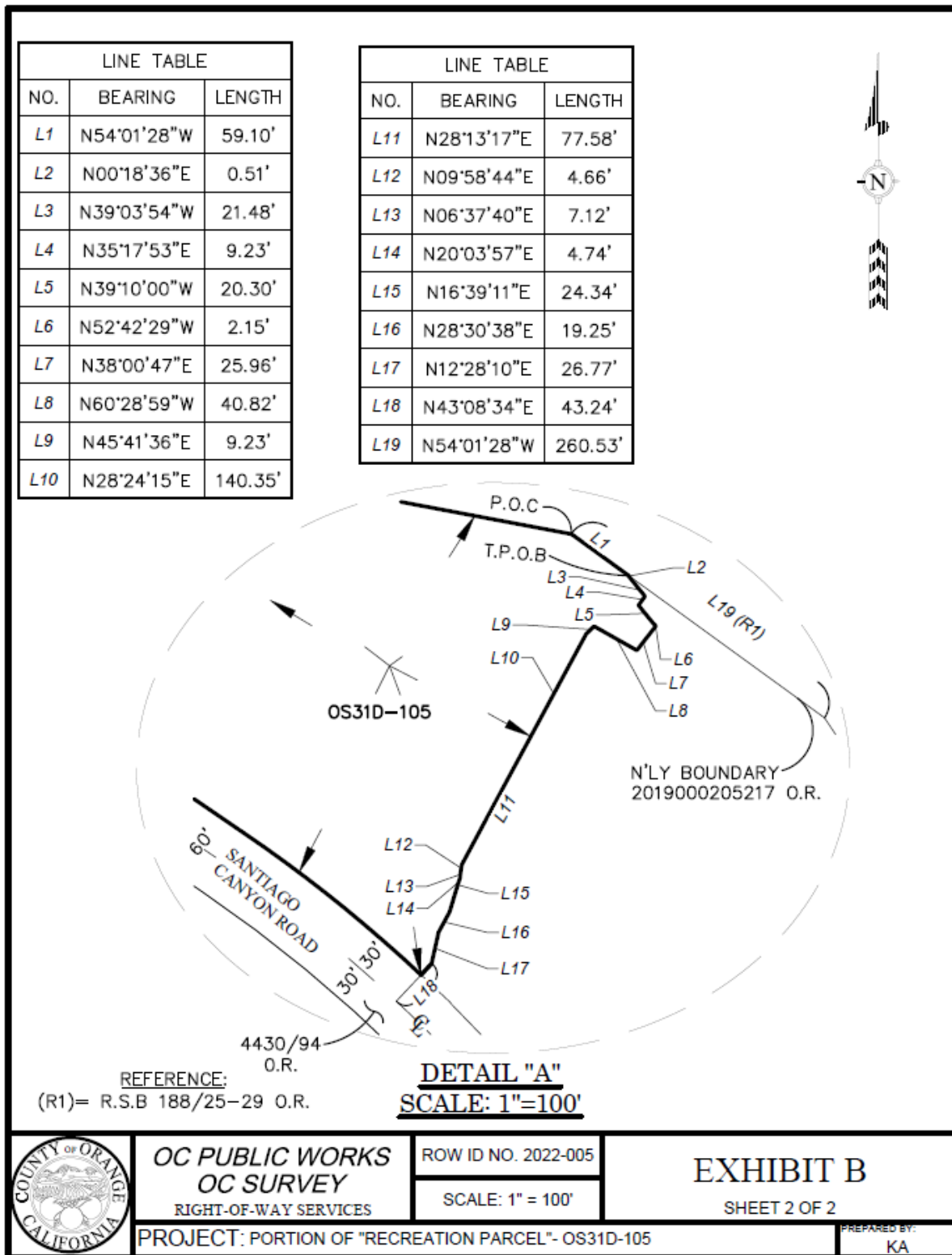
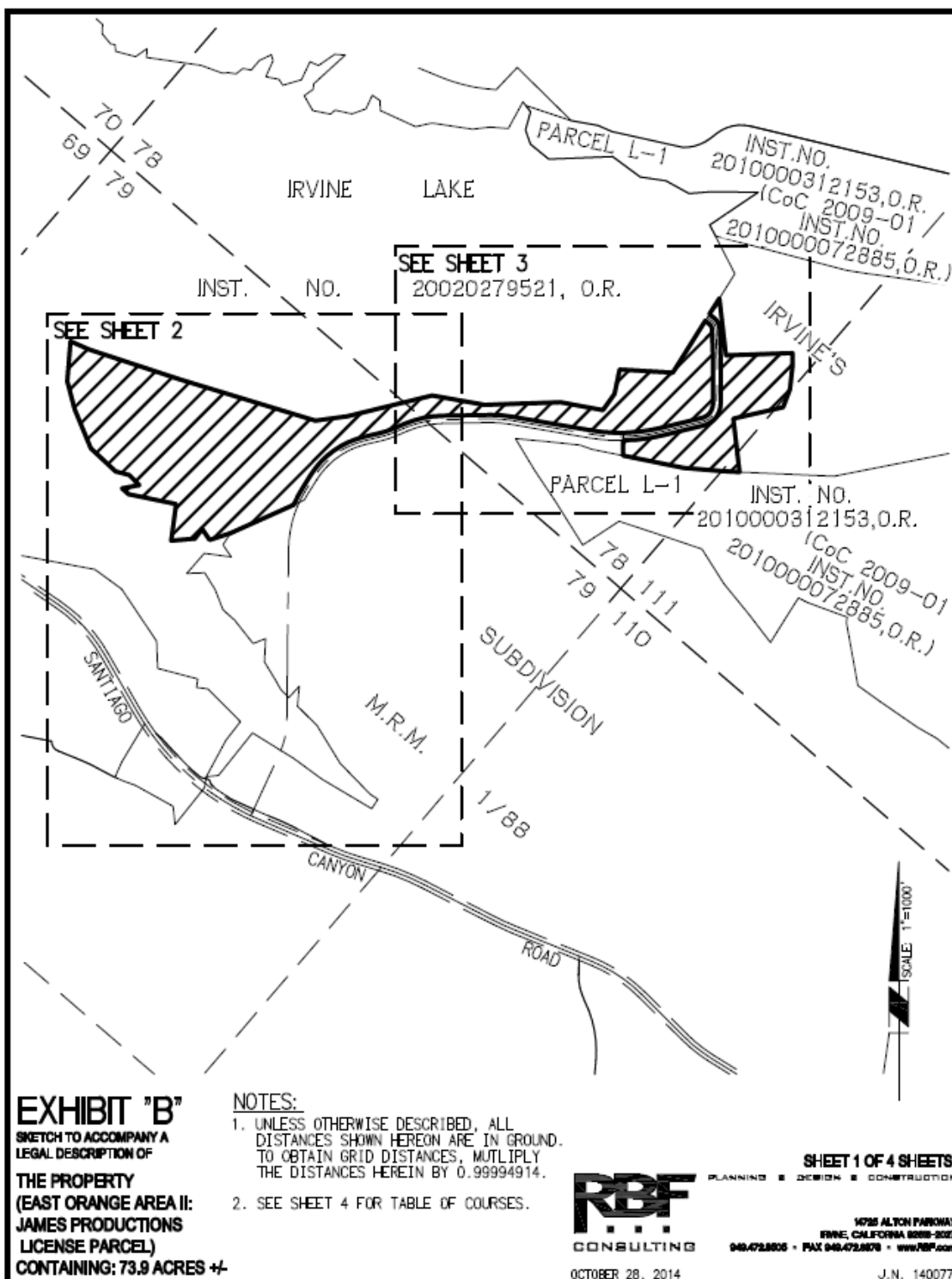


EXHIBIT C-1 (CONTINUED)
DEPICTION OF "LICENSE PARCEL"



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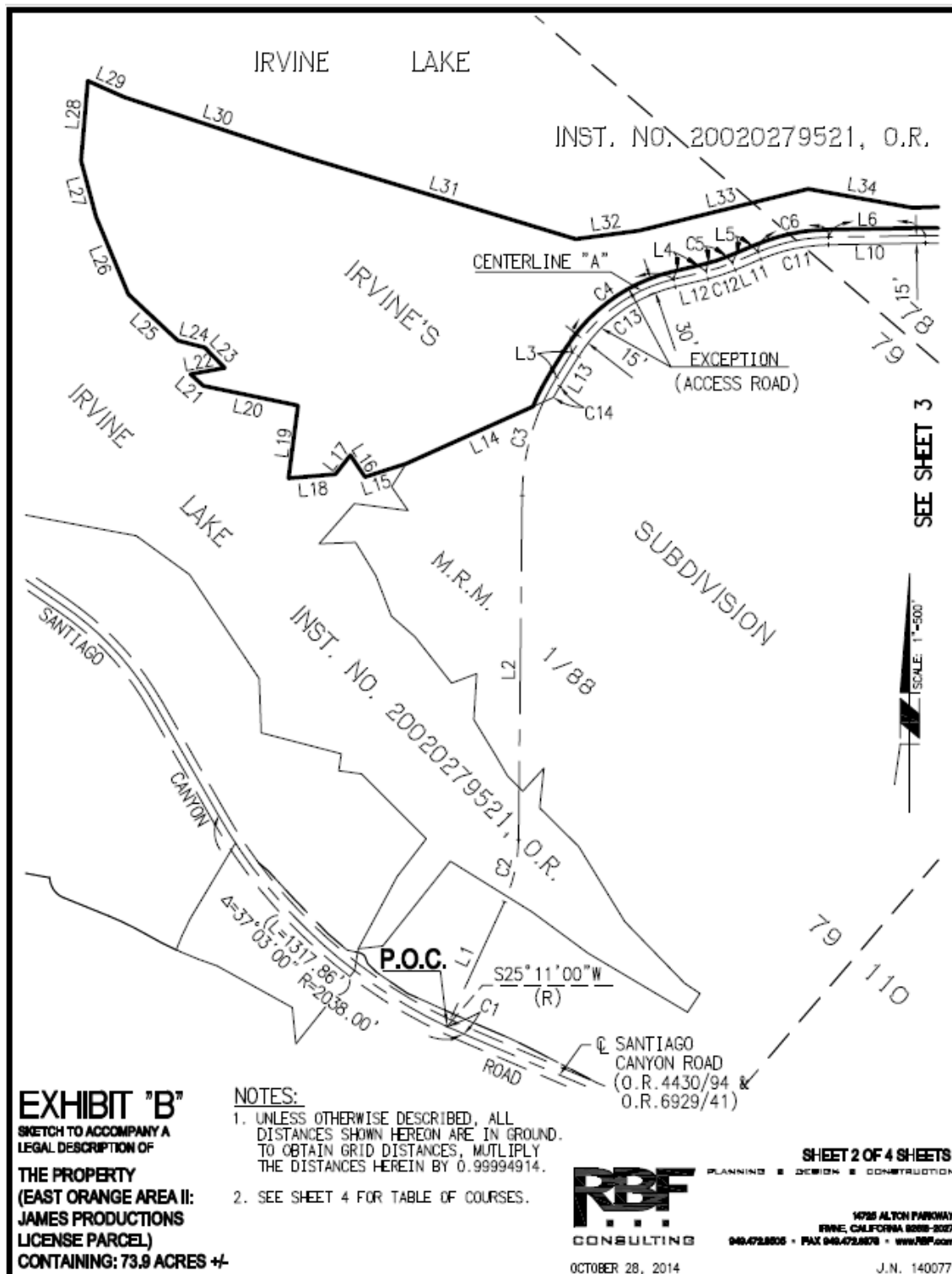
EXHIBIT C-1 (CONTINUED)**DEPICTION OF "LICENSE PARCEL" (CONTINUED)**

EXHIBIT C-1 (CONTINUED)

DEPICTION OF "LICENSE PARCEL" (CONTINUED)

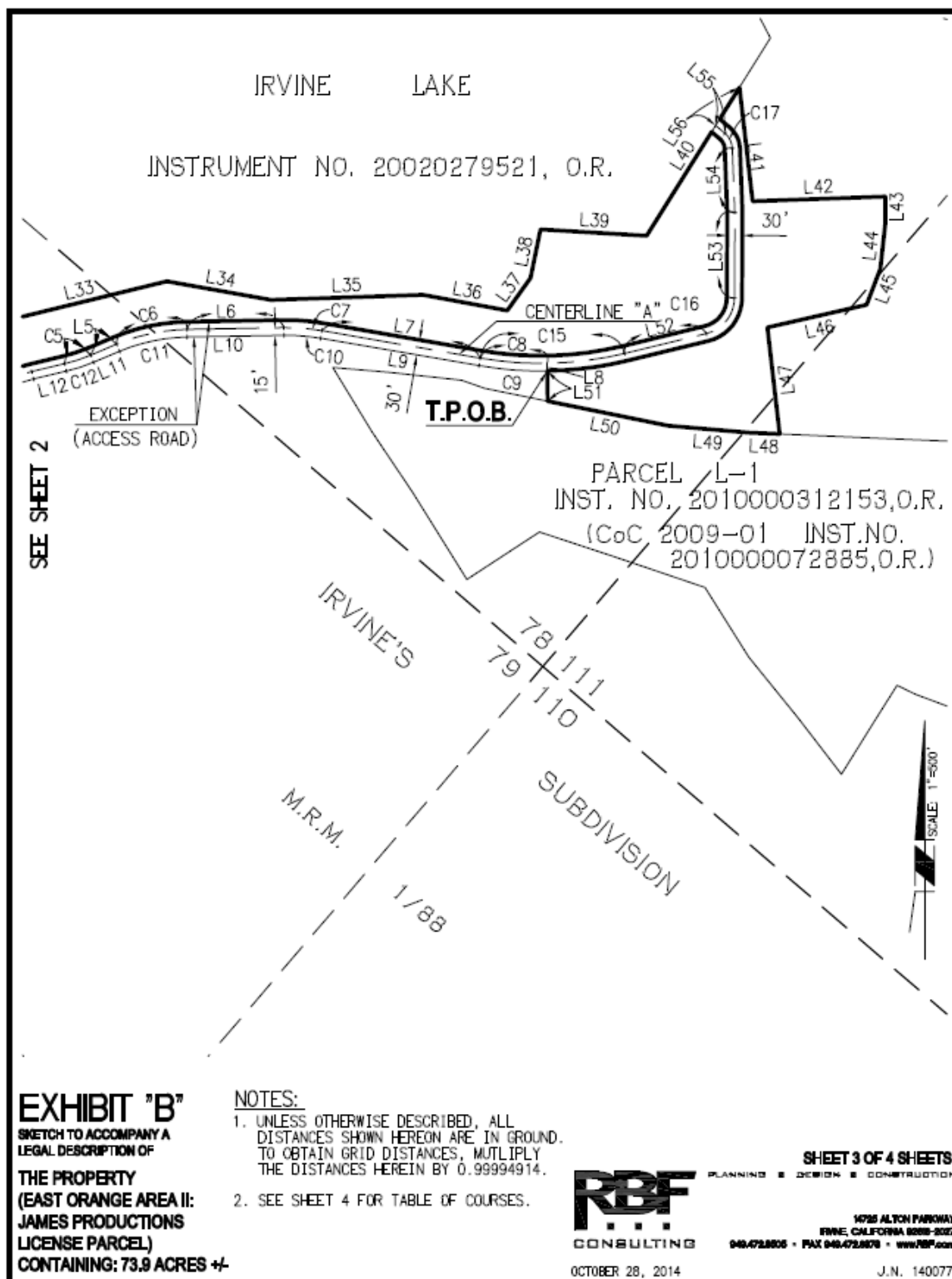


EXHIBIT C-1 (CONTINUED)**DEPICTION OF "LICENSE PARCEL" (CONTINUED)**

LINE TABLE		
NO.	BEARING	LENGTH
L1	N24°44'44"E	541.52'
L2	N00°36'21"E	1326.73'
L3	N31°58'37"E	139.46'
L4	N76°29'24"E	132.49'
L5	N67°12'02"E	110.22'
L6	N89°00'29"E	381.51'
L7	S80°10'26"E	633.40'
L8	S00°57'53"E	15.00'
L9	N80°10'26"W	633.40'
L10	S89°00'29"W	381.51'
L11	S67°12'02"W	110.22'
L12	S76°29'24"W	132.49'
L13	S31°58'37"W	139.46'
L14	S65°50'09"W	636.67'
L15	S72°01'50"W	170.12'
L16	N34°18'01"W	103.37'
L17	S37°49'22"W	95.26'
L18	S85°06'27"W	186.09'
L19	N07°26'13"E	289.50'
L20	N78°12'09"W	380.79'
L21	N48°34'28"W	68.39'
L22	N79°22'15"E	137.33'
L23	N44°25'50"W	111.71'
L24	N75°20'01"W	109.84'
L25	N46°59'17"W	266.83'
L26	N22°37'09"W	330.80'
L27	N14°59'24"W	228.93'
L28	N04°45'27"E	315.18'
L29	S66°09'29"E	158.14'
L30	S71°44'01"E	746.25'
L31	S73°05'37"E	1118.62'
L32	N82°17'27"E	253.02'
L33	N76°13'44"E	686.51'
L34	S79°48'42"E	417.87'
L35	N88°04'40"E	598.06'
L36	S79°30'38"E	338.67'
L37	N35°19'28"E	157.49'
L38	N11°45'04"E	194.87'
L39	S86°38'06"E	418.44'
L40	N32°05'59"E	688.41'

LINE TABLE		
NO.	BEARING	LENGTH
L41	S06°38'23"E	450.98'
L42	N87°58'26"E	522.86'
L43	S00°07'45"W	109.55'
L44	S06°17'39"W	175.26'
L45	S20°47'17"W	151.94'
L46	S77°08'24"W	401.41'
L47	S06°38'23"E	421.39'
L48	N87°29'49"W	120.64'
L49	N85°06'01"W	320.24'
L50	N78°31'41"W	484.33'
L51	N00°57'53"W	118.87'
L52	N76°25'36"E	327.88'
L53	N00°18'52"E	351.69'
L54	N02°19'12"W	253.59'
L55	N50°00'00"W	48.52'
L56	N32°05'59"E	176.65'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	02°02'17"	2038.00'	72.49'
C2	24°08'23"	600.00'	252.79'
C3	31°22'16"	900.00'	492.78'
C4	44°30'47"	635.00'	493.33'
C5	09°17'22"	685.00'	111.06'
C6	21°48'27"	735.00'	279.75'
C7	10°49'05"	785.00'	148.22'
C8	10°47'27"	1415.00'	266.49'
C9	10°47'27"	1430.00'	269.32'
C10	10°49'05"	770.00'	145.38'
C11	21°48'27"	720.00'	274.04'
C12	09°17'22"	700.00'	113.49'
C13	44°30'47"	620.00'	481.68'
C14	03°16'20"	885.00'	50.54'
C15	23°23'58"	1415.00'	577.88'
C16	76°06'44"	145.00'	192.62'
C17	47°40'48"	80.00'	66.57'

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION OF

THE PROPERTY
(EAST ORANGE AREA II:
JAMES PRODUCTIONS
LICENSE PARCEL)

NOTES:

1. UNLESS OTHERWISE DESCRIBED, ALL DISTANCES SHOWN HEREON ARE IN GROUND. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES HEREIN BY 0.99994914.



SHEET 4 OF 4 SHEETS
PLANNING • DESIGN • CONSTRUCTION

14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.8808 • FAX 949.472.8878 • www.RBF.com

OCTOBER 28, 2014

J.N. 140077

EXHIBIT D
PREMISES MAP



EXHIBIT E **DEPICTION OF ACCESS ROAD**



EXHIBIT F

DEPICTION OF PORTION OF OCMA LICENSE AREA

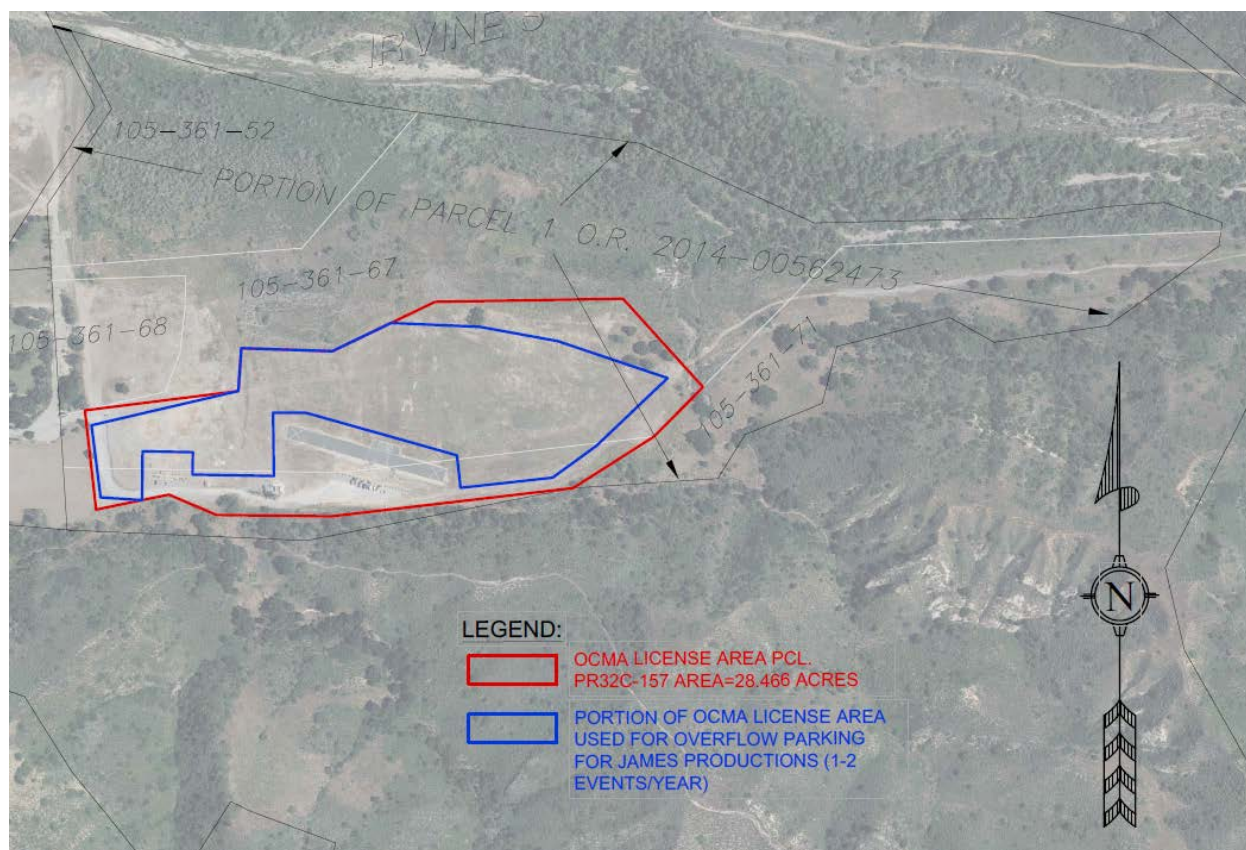


EXHIBIT G

INITIAL IMPROVEMENTS

The Project envisioned, as of the Effective Date of this License, entails the construction of the following Initial Improvements, which Licensee is not obligated or required to construct in their entirety, but Licensee shall endeavor to complete with good faith efforts and shall contribute at least Five Hundred Thousand Dollars (\$500,000) to the construction of some of the Initial Improvements, which amount and Initial Improvements may be modified with the prior written approval of the Chief Real Estate Officer.

Glamping Campgrounds (Wildridge Campsites)

- Develop Jupe units with private decks, concrete pads, showers, propane BBQs/propane fire rings, solar, climate control, and stargazing areas.
- Hammock garden
- Outdoor shower(s)
- Event space
- Decks for picnics, yoga, etc.
- Water distribution system
- Beverage station

BMX Facility

- Develop a state-of-the-art USA BMX sanctioned track including:
 - o Starting gate
 - o Entryway structure
 - o Back of house storage
 - o Cement pads
 - o Electrical expansion
 - o New fencing
 - o Paths
 - o Shade structures
 - o Kiosks
 - o Bleachers
 - o Finish Area
 - o New landscaping

Interim RV/Boat Storage Area

- Convert the existing fishing concession parking lot into an interim RV and Boat Storage area (110-120 spaces) when reservoir water levels and aquatic ecosystem do not support fishing, as agreed to by the Parties, due to IRWD's Construction Project.

EXHIBIT G (CONTINUED)

Attachment A

- Restore the interim RV/Boat Storage area to the fishing concession parking lot in advance of reservoir water levels returning to fishable levels after IRWD's Construction Project, or as otherwise directed by County.
- Add enhanced screening within site and along Santiago Canyon Road.

Oak Canyon Park/Event Space

- Relocate fencing to increase usable area, except any extension into the Flats requires authorization from IRWD by separate agreement
- Expand, reseed and refurbish grass
- Install decorative retaining walls and new planters throughout
- Add new cement slabs
- Repair and upgrade existing restroom facilities
- Dredge and expand pond
- Install aeration system for improved pond water quality
- Add new higher capacity water pump
- New electrical infrastructure, including new sound and lighting throughout
- Renovate beverage service station
- Construct archery range

Lakeview Picnic and Events Center (Backroad Social)

- Stage and cover for stage
- Refurbish restroom facilities
- Seating shade covers
- Service area concrete pads
- New landscaping
- Dirt and gravel pathways
- Upgrade entryways

Other

- Repair and reseal internal roads and pathways with recycled asphalt
- Refurbish food service area with built-in energy-efficient appliances
- Establish clear wayfinding signage through property
- Improve and extend irrigation system with smart controllers and low-flow nozzles
- Improve drainage systems, install solar lighting & establish clear turnouts for Haul Road
- Repair/replace chain-link fence along Santiago Canyon Road and add screening
- Relocate existing electrical controls for Licensee's floating lake pump station to County Property, if applicable

EXHIBIT H**BEST MANAGEMENT PRACTICES****(“BMPs” Fact Sheets)**

Best Management Practices can be found at: <https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/documents/best-management-practices-bmp> which website may change from time to time.

LICENSEE shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this Licensee’s operations. LICENSEE is to be aware that the BMP clause within this License, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this License. Although the Premises is not the Licensee’s leased Premises, BMPs apply to the Licensee’s defined Premises and BMPs also apply to the LICENSEE in their conducting business operations throughout the Premises.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at: <https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/unincorporated-countywide-compliance/Industrial-Commercial> (which website may change from time to time):

SC-10 Non-Stormwater Discharges

SC-11 Spill Prevention, Control and Cleanup SC-21 Vehicle and Equipment Cleaning SC-22 Vehicle and Equipment Repair SC-30 Outdoor Loading/Unloading

SC-31 Outdoor Liquid Container Storage

SC-32 Outdoor Equipment Operations

SC-33 Outdoor Storage of Raw Materials SC-34 Waste Handling and Disposal SC-35 Safer Alternative Products SC-40 Contaminated or Erodible Surface Areas

SC-41 Building and Grounds Maintenance

SC-42 Building Repair and Construction

SC-44 Draining System Maintenance BG-21 Maintenance BG-30 Food Service Facilities BG-40 Landscape Maintenance BG-50 Marinas, Boat/Shipyards and Ports

EXHIBIT I

OC PARKS' INTEGRATED PEST MANUAL

[attached]

OC PARKS

INTEGRATED PEST MANAGEMENT PLAN



PURPOSE

To guide pest management strategies and implementation of control methods that protect OC Parks cultural and natural resources in perpetuity and enhance the health and safety of the public.

OC PARKS IPM GUIDING PRINCIPLES

Integrated Pest Management (IPM) is a sustainable, science-based decision-making process that combines biological, cultural, physical and chemical tools to identify, manage and reduce risks from pests and pest management tools and strategies in a way that minimizes overall health, environmental and economic risks.

OC Parks IPM guiding principles include:

- Continuously evaluating and refining IPM best management practices.
- Fostering a safe and enjoyable park system while suppressing pest populations.
- Using the least toxic pest controls to protect the public from pests that pose a risk to health and safety.
- Limiting where non-organic pesticides may be used within OC Parks.
- Applying pesticide products in an isolated manner with an emphasis on exclusionary application techniques.
- Not using synthetic pesticides in areas accessible to the public (e.g., playgrounds, recreational turf fields, trails, parking lots).
- Not using anticoagulant rodenticides in any areas of the park system.

These principles are guided by local, state and federal laws and regulations, including those of the California Department of Pesticide Regulation (DPR), the National Pollutant Discharge Elimination System (NPDES) permitting program and the Orange County Board of Supervisors.

PEST CONTROL STRATEGIES

The following actions shall be taken when invasive pests are encountered at levels that pose a risk to the environment, public health, public safety, assets, infrastructure or economic impact:

- Properly identify and document pests of concern.
- The first line of defense shall be non-chemical pest control measures, including preventative, cultural, mechanical and biological controls.
- The second line of defense shall be organic pesticides.
- The third line of defense when other methods are known or proven to be ineffective or do not exist shall be least-toxic, non-organic pesticides.

NON-CHEMICAL CONTROLS

Non-chemical control measures that may be used include:

Prevention

Good pest prevention practices are critical to the OC Parks IPM Plan and can be effective in reducing pest incidence. Numerous practices can be used to prevent pest population buildup, including the use of pest-resistant plant varieties, good sanitary practices such as keeping lids on trash cans, using weed seed-free soil, cleaning equipment, and proper plant culture.

Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. Methods include adjusting the frequency and amount of irrigation, fertilization and mowing height. For example, spider mite infestations are worse on water-stressed plants, succulent growth caused by over-fertilization may encourage aphids, and too low of a mowing height may thin turf and allow weeds to become established.

Mechanical Controls

Mechanical control tactics involve the use of manual labor, physical barriers, or machinery to reduce or eliminate pest problems. Examples include hand-pulling or hoeing weeds and applying mulch, using traps for rats and mice, using fencing around a sensitive site to keep unwanted animals out of an area and mowing invasive weeds before they flower to interrupt their reappearance from seeds the following year.

Biological Controls

Biological control practices use other living organisms to reduce pest populations. Historically, they have been employed most successfully to suppress insects and mites. These organisms are often also referred to as beneficials, natural enemies or biocontrols. Biocontrols include pathogens, parasites, predators, competitive species and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. To conserve naturally occurring beneficials, broad-spectrum pesticides should be avoided whenever possible.

Non-chemical control measures may be deployed concurrently to increase the effectiveness of suppressing recurring pests of concern.

PESTICIDE CONRTOLS

California Department of Pesticide Regulation registered pesticides are used only when preventative practices and non-chemical options are known or proven to be ineffective or do not exist.

Pesticides shall be applied in an isolated manner with the least amount of material applied that proves effective and in accordance with local, state and federal laws and regulations.

OC Parks implements a prioritized use approach when pesticides are needed. The first approach is using organic pesticides whose ingredients are derived from 100% naturally occurring substances.

OC Parks prioritized approach:

Park Areas and Trails – Accessible to the Public

1. Organic pesticides
 - A. Shall be the option when pesticides are needed.

Wildland Habitat and Rights of Way Areas – Not Accessible to the Public

Rights of Way Areas examples: Storm drain channels, dams, levees, swales, bioswales and utility infrastructure.

1. Organic pesticides
 - A. Shall be the first option considered when pesticides are needed.
2. EPA Category IV pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
3. EPA Category III pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
4. EPA Category II pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
5. EPA Category I pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

Buildings, Trees and Lakes – Within All Park Areas

1. Organic pesticides
 - A. Shall be the first option considered when pesticides are needed.
2. EPA Category IV pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
3. EPA Category III pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
4. EPA Category II pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
5. EPA Category I pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

Pests of Public Health and Safety Concern – Within All Park Areas

Examples include: Vectors of disease, biting/stinging insects, imported invasive tree pests, wood-destroying organisms and federal, state and county rated pests of significance.

1. Organic pesticides
 - A. Shall be the first option considered when pesticides are needed.
2. EPA Category IV pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.
3. EPA Category III pesticides
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5. EPA Category I pesticides
 - A. Shall be used only if deemed necessary to protect the environment, public health, public safety, assets, or infrastructure and minimize economic impact by a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator and the OC Parks IPM Coordinator (or designee) when other methods are known or proven to be ineffective or do not exist.

PESTICIDE APPROVALS

OC Parks approval procedures:

Pest Control Recommendations

1. The OC Parks Facility Supervisor/OC Parks Project Manager (in consultation with OC Parks IPM Coordinator [or designee] if desired) shall notify their contractor to have them produce a written Pest Control Recommendation from a licensed Agricultural Pest Control Adviser or Structural Pest Control Operator for each pest control situation that requires a pesticide.
2. The Pest Control Recommendation shall be provided to the IPM Coordinator (or designee) and Facility Supervisor/Project Manager from the contractor. The IPM Coordinator (or designee) and Facility Supervisor/Project Manager shall review the Pest Control Recommendation.
3. The IPM Coordinator (or designee) will confirm the Pest Control Recommendation complies with the OC Parks IPM Plan and shall notify the Facility Supervisor/Project Manager of compliance.
4. The Facility Supervisor/Project Manager shall contact their contractor to plan the pest control treatment.

Pesticide Application Notices

1. The contractor shall complete and submit an OC Parks Pesticide Application Notice to the Facility Supervisor/Project Manager and IPM Coordinator (or designee) a minimum of five business days prior to a pesticide application.
2. The Facility Supervisor/Project Manager will review the Pesticide Application Notice for treatment necessity and confirmation that location/application dates do not conflict with park operations.
3. The IPM Coordinator (or designee) will confirm the Pesticide Application Notice complies with the OC Parks IPM Plan and shall notify the Facility Supervisor/Project Manager that the Pesticide Application Notice is approved.
4. The Facility Supervisor/Project Manager shall notify the contractor that the Pesticide Application Notice is approved and treatment may be implemented.

PESTICIDE APPLICATIONS

OC Parks application procedures:

1. Contractor shall follow all written Pest Control Recommendations as provided by the licensed Agricultural Pest Control Adviser or Structural Pest Control Operator.
2. For treatment sites accessible to the public, pesticide application signs shall be posted prior to application at official facility entrances if there are any nearby and in the immediate vicinity of the treatment site.
3. Contractor shall adhere to all directions listed on the pesticide label and keep a copy of the pesticide label onsite during applications.
4. Contractor shall apply the pesticide in the most targeted manner possible with the lowest required amount to achieve sufficient control.
5. Treatment sites shall be controlled by appropriate means until the restricted entry interval has passed as directed in the pesticide label.
6. Pesticide application signs shall be taken down when the treatment is complete, and the restricted entry interval has passed as directed in the product label.

DEFINITIONS

Pesticides – Any substance intended to control, destroy, repel or attract a pest.

Organic Pesticides – Pesticides formulated with ingredients derived from natural sources such as botanical, mineral sources, etc. The EPA maintains a list of approved biopesticides which include naturally derived organic products.

Pesticide Toxicity Categories – Following acute toxicity studies, the EPA assigns a product a toxicity category (I-IV). The most severe classification out of these studies determines the product's toxicity category: I-Danger, II-Warning, III-Caution, IV-No Signal word required.

Risks to Public Health and Public Safety – Examples include red imported fire ant colonies in playgrounds and sports fields, yellowjackets and Africanized bees near gazebos, mosquitoes with West Nile virus breeding in park lakes, compromised tree structures due to invasive shot hole borer in turf parks and flea infestations in occupied buildings.

Risks to Environment – Examples include invasive weeds such as stinkwort, artichoke thistle and arundo, which degrade native habitat, reduce biodiversity and ecosystem services, and increase fire fuel loads. Invasive insects such as invasive shot hole borer and goldspotted oak borer devastate native trees.

Risks to Critical Assets – Examples include termites compromising historic buildings, disease-carrying rodents infesting occupied buildings and burrowing rodents compromising the integrity of a dam or flood control channel.

Agricultural Pest Control Adviser – A person who is licensed by the California Department of Pesticide Regulation to offer recommendations on any agricultural use, holds himself/herself as an authority on any agricultural use, or solicits services or sales for any agricultural use (Food and Agricultural Code [FAC] sections 11410, 11411).

Structural Pest Control Operator – A person who is licensed by the California Structural Pest Control Board to secure structural pest control work, identify infestations or infections, make inspections, submit bids for or otherwise contract on behalf of a registered company.

EXHIBIT J**CAMPING RULES AND REGULATIONS**

- Camp area will comply with all OC Parks procedures and policies
- Individuals can reserve a maximum of two (2) campsites
- No more than four (4) persons per campsite
- Campers will be allowed to camp for no more than 14 nights or 15 days, per 30-day period
- Campers must be 18+ or have a guardian
- Check-in is at 3pm, check-out is 11am
- Camping is year-round, unless closed due to safety or weather conditions
- Maximum number of motorized vehicles is two (2) per site
- Vehicle operation is restricted to designated roads
- Fires are restricted - only Propane fire rings will be allowed
- No hunting of any kind is allowed
- No firearms are allowed
- No fireworks of any kind
- Quiet hours are 10:30pm to 9am
- Dumping of grey or black water on the ground is not allowed
- Amplified sound is prohibited
- Dogs are allowed, but must be leashed and may not be noisy or aggressive
- E-Bikes are prohibited on unpaved trails
- Possession or use of radio-controlled models, including drones is prohibited
- Swimming or wading in lakes or streams is prohibited.
- One (1) Camp Host/Caretaker (residing on-site) - Responsible for:
 - o making sure all campers are following the rules and regulations
 - o ensuring that all guests are staying within the campground unless they are fishing during operational hours
 - o keeping the camp clean and picking up all trash
 - o making sure all guests check in/out on time

EXHIBIT K

SHORELINE FISHING SCOPE OF WORK

PURPOSE: To provide for shoreline fishing, including fish stocking at Licensee's discretion and parking, at Irvine Lake for the general public consistent with the uses and access allowed by the Shoreline Fishing License, attached hereto as **Exhibit J**.

ADJUSTMENTS: No adjustments to this Scope of Work shall be made without the prior written approval of the Chief Real Estate Officer.

AVAILABILITY: Irvine Lake shall be open for fishing three (3) days a week, 365 days/year, 7AM to 4PM. (Friday to Sunday).

Fishing by the general public shall be limited to shoreline areas as defined within the Shoreline Fishing License, tentatively scheduled to take place across the earth bridge (trout island) to the gate on the east side of the entrance and to the shoreline down the cement boat launch behind the storage shed. Additional areas, based on seasonal needs and water level fluctuation, may include areas of the north/west side of the lake. County and Licensee will work cooperatively to redefine the areas available for shoreline fishing on an as needed basis, subject to the terms and limitations of the Shoreline Fishing License.

Fishing by the general public shall be limited to a maximum occupancy of 225 visitors for shoreline fishing at any given time unless County provides permission to increase that number. County reserves the right to raise or lower the maximum occupancy in its sole discretion.

A California Fishing license will be required of all persons fishing, if/when required by the State.

Irvine Lake fishing parking will be located near or around the tackle shop. Visitors will walk to fishing spots as directed by signage posted by Licensee.

Catch and release rules and limits on fish caught shall be determined by Licensee based on water levels, needs, and the anticipated draining of the lake for IRWD's Construction Project.

FISHING FEES: Licensee shall not charge any fees for shoreline fishing.

PARKING FEES: Parking fees should be based on the current approved fee schedule from OC Parks, which is \$5 daily parking per vehicle. Terms and conditions of fees are subject to change at the discretion of County.

COUNTY ASSISTANCE: As needed and deemed appropriate by County, County may assist with shoreline fishing and other services by providing staff support for special derby events.

MONTHLY OPERATIONAL COSTS:

1. Weekend Operations Staff

Based on: Open 3 Days Friday, Saturday, and Sunday (36-hour week, 365 days/year)

Hours of operation – 7:00am – 5:00pm

Manager, Assistant Manager, 2 Maintenance personnel
Three Security Patrol (boat and shore)

2. Fish Stocking

Licensee shall stock the lake at its discretion based on water levels, needs, and the anticipated draining of the lake for IRWD's Construction Project.

3. Trash Removal

Two 3-yard Bins – Weekly Dump
30 Trash Cans – Placed throughout lake area

4. Toilets

16 Toilets – With Tray
2 ADA – Serviced 1 Time Per Week

5. Miscellaneous Per Month

Utilities, fuel for boat and truck, monthly repairs as needed

6. Weekly Staffing Overhead

Office Administration, support staff, office supplies, accounting, transportation, IT Support, etc. per month

7. Internet Connection Provided monthly

8. Sign Cleaning

- a. Signs shall be kept clean and regularly maintained for any debris, dirt, animal feces or other natural stains.
- b. Any graffiti shall be promptly cleaned and removed. Photos shall be taken before cleaning and provided to Chief Real Estate Officer.

9. Boundary Lines

- a. Maintain rope boundary lines and posts in current place or as determined by the Chief Real Estate Officer.
- b. Place cones and other delineators as needed or requested by the Chief Real Estate Officer for trail diversion or closure.

10. Water Level Adjustments

- a. Licensee shall move picnic tables, signs, portable restrooms, and any other materials to adjust infrastructure from increased or decreased lake levels.
- b. Boat dock shall be adjusted by the Licensee as needed or requested by the Chief Real Estate Officer.

11. Mechanical/Manual Weed removal:

- a. Licensee shall provide weed control by mechanical means or by hand.

- b. Licensee shall remove weeds off shoreline, trail edges, around rest areas, restrooms (including portable units), planter beds, medians and any open space areas. Weeds and grasses shall be removed from all planted areas from the time they are first visible.
- c. All dead vegetation shall be removed in landscape areas or adjacent to shoreline and trails.
- d. Rake and remove all debris from under shrubs and trees
- e. Fallen branches, sticks, leaves or other tree debris shall be removed from paths daily.
- f. All vegetation shall be trimmed, shaped and thinned to maintain adequate line of sight for public trail and shoreline.
- g. All trimmings, trash and debris shall be removed and disposed of offsite at the end of each day's work.
- h. All walkways, roadways or other areas dirtied by landscape maintenance operations shall be cleaned and all debris removed and disposed of offsite prior to completion of each day's operations.
- i. All animal feces or other materials detrimental to human health shall be removed from landscape areas daily.
- j. All broken glass and sharp objects shall be removed from shoreline, trails, landscape areas daily.
- k. All areas shall be inspected as necessary and maintained in a neat, clean and safe condition at all times.

12. Parking Management

Licensee may contract with the existing parking contractor, Parking Concepts, Inc., to collect parking fees per vehicle, or develop another parking fee system under the same pricing. Licensee may use the two (2) existing pay stations on site, which are owned by the County, until the fishing concession is closed for IRWD's Construction Project. At that time, County may retake possession of the pay stations, which may include removal of the pay stations.

EXHIBIT L
SHORELINE FISHING LICENSE
[attached]

IRVINE LAKE ACCESS AND USE LICENSE**(Shoreline Fishing)**

THIS IRVINE LAKE ACCESS AND USE LICENSE ("**License**") is effective the 1st day of July, 2019 ("**Effective Date**") and is among IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Sections 34000, *et seq.* of the California Water Code ("**IRWD**"), SERRANO WATER DISTRICT, a special governmental district formed under the Irrigation District Law, California Water Code Sections 20500, *et seq.* ("**SWD**") and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"). Each entity may be referred to herein individually as a "**Party**," or collectively as the "**Parties**."

RECITALS

1. SWD and IRWD are the co-owners in fee title to that certain Reservoir facility historically known as "Santiago Reservoir" ("**Santiago Reservoir**" or "**Reservoir**") and its waters ("**Irvine Lake**").
2. The Irvine Company, a Delaware limited liability company and TIC Land Investment LLC, a Delaware limited liability company (collectively, "**TIC**"), and SWD jointly own the recreational rights to the waters of Irvine Lake, which, according to that certain settlement agreement dated April 19, 1929, include "fishing, hunting, boating and such other uses as will not pollute or interfere with the use of said waters by the parties..." ("**Recreational Rights**"). TIC owns 75% of the Recreational Rights and SWD owns 25%. Use of the Recreational Rights by the general public is not authorized without mutual agreement between TIC and SWD. County and TIC have executed a separate agreement by which TIC has permitted the County to utilize its Recreational Rights for the purposes set forth in this License.
3. County received property ("**Donation Property**") in 2014 through an historic donation from TIC, some of which is adjacent to portions of the Reservoir ("**Recreational Parcel**"). Included with this donation, TIC made an Irrevocable Offer of Dedication ("**IOD**") to County that included, among other things, TIC's share of Recreational Rights to the waters of Irvine Lake. The IOD requires satisfying certain conditions precedent prior to the transfer of the Recreational Parcel and TIC's Recreational Rights to the County.
4. Fishing has not occurred at Irvine Lake for several years, and the County has requested that fishing operations be restarted as soon as possible. The Parties are concurrently negotiating a set of long-term agreements related to their joint use of Santiago Reservoir, Irvine Lake, and the surrounding lands. The Licensors intend by this License to provide for limited fishing uses as a short-term accommodation to the County, pending finalization of the long term agreements referenced above.
5. Subject to the terms and conditions set forth below, SWD and IRWD (collectively, "**Licensors**") are willing to exclusively license to the County the right to utilize the Recreational Rights and the Reservoir, and Irvine Lake ("**Premises**") for recreational uses ("**Recreational Activities**") consistent with the Recreational Rights held by TIC and SWD.
6. The Parties recognize that SWD claims that its past use of the Recreation Rights have historically yielded SWD substantial revenue. The Parties further understand that County's payments to SWD are only intended as consideration for the limited purposes of this License.

NOW, THEREFORE, in consideration for the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

I. DEFINITIONS

The following terms provided in this section shall have the specific meanings assigned below and to be used throughout the entirety of this License.

"County" shall mean or refer to the County of Orange, a political subdivision of the State of California.

"Irvine Lake" shall mean or refer to the water located within the Reservoir over which TIC and SWD currently own the Recreational Rights.

"IRWD" shall mean or refer to Irvine Ranch Water District, a California water district organized under and existing pursuant to Section 34000, *et seq.* of the California Water Code.

"License" shall mean or refer to this agreement for the access and use of the Reservoir and the waters of Irvine Lake.

"Licensors" shall mean or refer to SWD and IRWD, collectively.

"Licensors' Respective Rights" shall mean or refer to all of the following, collectively: (i) SWD's ownership rights to the Reservoir, the waters of the Reservoir, and its proportional share of the Recreational Rights to the waters of Irvine Lake; (ii) IRWD's ownership rights to the Reservoir and the waters of the Reservoir.

"Recreational Activities" shall mean or refer to activities, actions, and events consistent with the exercise of the Recreational Rights under this License. For the purposes of this License, the Recreational Activities to be exercised by County shall be limited to shoreline fishing in areas designated on the map attached hereto as Exhibit 1 and those activities reasonably related thereto (e.g. access over the Reservoir, in designated areas, to reach the waters of Irvine Lake). Recreational Activities shall not include boating or other on-water use of Irvine Lake.

"Recreational Rights" shall mean or refer to the rights to use the waters of Irvine Lake, which said rights are currently owned by TIC (75%) and SWD (25%), as stated in a certain agreement dated April 19, 1929 between the predecessors in interest of TIC and SWD, which rights include "fishing, hunting, boating and such other uses as will not pollute or interfere with the use of said waters by the parties[.]"

"Santiago Reservoir" or "Reservoir" shall mean or refer to the property (shoreline, lake bed, etc.) in which the water of Irvine Lake is located.

"SWD" shall mean or refer to Serrano Water District, a special governmental district formed under the Irrigation District Law, Sections 20500, *et seq.* California Water Code.

"TIC" shall mean or refer to The Irvine Company, a Delaware limited liability company and TIC Land Investment LLC, a Delaware limited liability company.

EXHIBIT L (CONTINUED)

Attachment A

II. PREMISES

The premises ("**Premises**") shall mean or refer to those areas of Santiago Reservoir identified in Exhibit 1 and designated for the Recreational Activities along, in, and over the Reservoir and for access to the waters of Irvine Lake for the purpose of the general public to engage in the Recreational Activities.

III. CONDITION AND INSPECTION OF PREMISES

- A. County acknowledges that the Premises are being licensed on an "as-is" basis, and County's access to and use of the Premises is done without reliance upon any representation by the Licensors, or any of their respective officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for County's intended use or any other particular purpose of use, their income producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.
- B. County acknowledges that the Licensors, their respective officers, employees, agents or representatives, have not made any written or oral representation, promise or warranty, expressed or implied, concerning the Premises, its fitness for County's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.
- C. County acknowledges that County has had the opportunity to and has inspected the Premises prior to the execution of this License, and that County accepts the Premises in the condition in which the Premises exist as of the date of this License. County shall be responsible for preparing and maintaining the Premises in a manner that is sufficiently safe and appropriate for the Recreational Activities.
- D. The Parties understand that Irvine Lake is first and foremost a water supply reservoir that will be operated to ensure continued performance of that function. Licensors retain the sole discretion to determine how the Reservoir will be operated, to include how it will be filled and drained, and what water quality will be required to ensure continued function as a source of drinking water. Licensors agree to provide information (e.g. water levels and water quality) that Licensors already collect to County to assist County with making adjustments to accommodate the shoreline fishing use of the lake. Further, Licensors will notify County as soon as practicable of any water quality or water level issues that may negatively impact public health and safety (e.g. contamination levels that may impact fish or public's consumption of fish).

IV. TERM

The term ("**Term**") of this License and the rights of the County hereunder shall commence on the Effective Date and expire at the end of 12 months (June 30, 2020). This License may be revoked or terminated upon the following:

EXHIBIT L (CONTINUED)

Attachment A

- A. The abandonment of this License by the County for its convenience as evidenced by a 30 day written notice provided by the County to Licensors¹; or
- B. A written agreement to terminate has been signed by all Parties.
- C. If either Licensors reasonably determines and provides notice to the other Parties that the County has engaged in prohibited activities or uses inconsistent with or beyond the scope of this License.
- D. Action by a regulatory agency that limits or otherwise restrains the ability of the public to consume fish caught in Irvine Lake.

If this License is terminated by Licensors prior to the expiration date of this License, then the County shall only need to pay a pro rata amount of its Fee based on the actual amount of time the License was effective.

V. USE

Consistent with the Licensors' Respective Rights, for and during the term of this License, and any extension or renewal of it, the Licensors hereby grant to the County the following uses of the Premises:

- A. Exclusive use of Recreational Rights to the waters of Irvine Lake as currently owned by TIC and SWD and defined in this License; and
- B. Access rights upon, over, and across the Reservoir, in designated areas, to reach the waters of Irvine Lake for the exclusive purposes of using the Recreational Rights for Recreational Activities; and
- C. Ability to prepare the Premises as necessary for the Recreational Activities, including, but not limited to, brush clearing and grading (subject to Section VI, below); and
- D. The right to engage a County supported concessionaire ("**Concessionaire**") for the purposes of offering the use of the Recreational Rights and access to and from the Reservoir to the general public for the purpose of Recreational Activities.

The County's use of the Premises includes the ability to offer to the general public access and use of the Reservoir and the waters of Irvine Lake for the Recreational Activities as well as access and use of the Premises by County contractors, licensees, employees, the Concessionaire, etc. to effectuate the County and general public's exercise of the Recreational Rights to conduct Recreational Activities.

The rights granted herein are subject to all easements, covenants, conditions, restrictions, reservations, rights, rights-of-way, encumbrances, assessments, leases and other matters of record, apparent or of which County is or should be aware, as such matters now or hereafter affect the Premises.

Licensors retain all of their respective rights in the Premises and the County will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this License, or by the exercise of the permission given herein. The County will make no claim to any such interest.

¹ Should the County terminate this License "for cause," to include, among other things, regulatory restrictions that frustrate Recreational Activities, or material breach by one of the Licensors, then County is not required to provide a 30 day written notification prior to terminating this License.

EXHIBIT L (CONTINUED)

Attachment A

VI. IMPROVEMENTS

County may make improvements to the Premises and perform all necessary repair and maintenance of said improvements in order to engage in the use and benefit of the Recreational Activities. County must submit to Licensors, for prior written approval, complete improvement plans, including grading plans, identifying all proposed improvements. Submittal and response from SWD and IRWD shall be concluded within two (2) weeks prior to County making any improvements to the Premises. The Parties agree to work in good faith to agree on any adjustments or modifications to County's plans for improvements and to work expeditiously on finalizing any such plans. Licensors are not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Premises; provided, however, that Licensors shall be responsible to repair damage to any County-installed improvements caused by the active negligence or intentional acts or omissions of Licensors or their respective contractors, agents, employees, or invitees.

VII. MAINTENANCE AND REPAIRS

Except for maintenance or repairs necessary to address damage caused by the negligent or intentional acts or omissions of Licensors or their respective contractors, employees, invitees, etc., County shall perform, at its sole cost and expense, all maintenance and repairs of any improvements installed by County within the Premises. Such maintenance shall be performed in such manner and at such intervals as shall be required to maintain County's improvements within the Premises in good condition and repair, and shall be accomplished without interfering with the use and operation of the Reservoir for water supply purposes by SWD and IRWD.

VIII. FEE

For the County's use of the Recreational Activities, the County shall pay SWD a fee ("Fee") which shall be the greater of: (i) \$4,500 per month or (ii) 25% of the County's net proceeds obtained from its Recreational Activities. Payment of the Fee shall be made on a monthly basis in arrears within forty-five days with supporting documents to verify the Fee paid.

If this License is terminated by County prior to its expiration date for convenience pursuant to Section IV, above, the County shall provide thirty (30) days advance notice and shall pay the full amount otherwise due for any month or portion of month this License is still in effect, with no pro rata calculation applicable for such month.

If this License is terminated by County prior to its expiration date for cause (e.g. material breach, regulatory requirements impose a substantial and negative impact on County's use of the License), the termination shall be effective immediately upon written notice provided by County to the Licensors, and County shall only be responsible for a pro rata difference in the Fee owed for the County's actual use of the Premises.

IX. APPROVALS; COMPLIANCE

The County's use of the Premises hereunder shall be conditioned upon the County, at its sole cost and expense:

- A. Obtaining and/or maintaining all necessary licenses and permits from all appropriate public and/or governmental agencies with respect to such use;

EXHIBIT L (CONTINUED)

Attachment A

- B. Complying with each and every federal, state (including the California Environmental Quality Act) or local law, regulation, standard, decision of court, ordinance, rule, code, order, decree, directive, guideline, permit or permit condition, together with any agreement, declaration of covenants, conditions and restrictions which have been recorded in any official or public records with respect to the Reservoir or any portion thereof, each as currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to the License Area; and
- C. Reimbursing the Licensors for the actual costs of any increased regulatory compliance arising out of or relating to the County's uses under this License (including but not limited to water quality monitoring and compliance costs related to fishing), subject to (i) prior written notice of any such costs is provided to County by Licensors, or directly to the County by a regulatory agency with proper jurisdiction; (ii) the costs arise from and are directly attributed to the County's use under this License; and (iii) the County retains its right to terminate this License prior to incurring such costs.

X. DAMAGE; LIENS

The County shall repair and restore any damage or casualty to any improvements located within the Premises arising from the County's exercise of this License and/or use of the Premises hereunder. The County shall not permit to exist or otherwise to be enforced against the Premises (or any portion thereof) any mechanics', materialmen's, contractors' or other liens arising out of the acts or omissions of the County hereunder.

XI. HAZARDOUS SUBSTANCES

The County shall not use, store, or allow the use of any hazardous substances on or onto the Premises, except those used in the normal course of business for the Recreational Activities.

XII. INDEMNIFICATION

- A. The County shall hold harmless, defend with counsel (approved by Licensors) and indemnify Licensors, their elected Board members, respective officers, agents and employees, and successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or related to loss or damage to property, including that of Licensors, or injury to or death of persons, including but not limited to, agents or employees of Licensors and members of the public that visit Irvine Lake per the County's opening of Irvine Lake for recreation, that result in any manner whatsoever, directly or indirectly, by the County's, and by extension, the public's, use of the Premises during the Term of this License.

EXHIBIT L (CONTINUED)

Attachment A

- B. The Licensors shall hold harmless, defend with counsel (approved by County) and indemnify County, its elected Board members, officers, agents and employees, and successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or related to loss or damage to property, including that of County, or injury to or death of persons, including employees of County, resulting in any manner whatsoever, directly or indirectly, by the Licensors' use of the Premises during the Term of this License. Licensors shall not incur an indemnification obligation by virtue of adding or removing water from Irvine Lake, or from otherwise maintaining water levels or water quality in Irvine Lake.

XIII. ENTRY AT OWN RISK; NO DUTY TO WARN; RELEASE

The County and any other person entering upon the Premises under the authority or color of this License does so at his/her/its own risk and peril. Licensors shall have no duty to inspect the Premises (or any portion thereof) and no duty to warn any person of any latent or patent defect, condition or risk that might be incurred in the exercise of the rights granted herein. A lake carries the inherent risk of drowning or other injury to persons that access the lake, and the Parties agree that Licensors shall have no obligation to prevent drownings or other injuries to persons that access Irvine Lake per the County's opening of Irvine Lake for recreation. Accordingly, the County hereby agrees to release Licensors from any liability or third party claims that result from Recreational Activities by the public at Irvine Lake, as well as for any claimed injury attributable to water quality in Irvine Lake and/or SWD and/or IRWD filling, or declining to fill, Irvine Lake.

XIV. NOTICE

Unless otherwise expressly identified and authorized in the preceding Sections of this License, any and all notices given or delivered by any Party hereto shall be in writing and delivered in person or by Federal Express or similar private commercial courier for next business day delivery or otherwise deposited in the United States mail in the County of Orange, California, duly certified or registered, postage prepaid, and addressed as set forth below:

County of Orange

OC Parks
13042 Old Myford Road
Irvine, CA
92602
Attn: OC Parks, Real Estate
Division

Irvine Ranch Water District

Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 5700
Irvine, CA
92619-7000
Attn: General Manager

Serrano Water District

Serrano Water District
18021 East Lincoln St.
Villa Park, CA
92861-8700
Attn: General Manager

EXHIBIT L (CONTINUED)

Attachment A

XV. MISCELLANEOUS

- A. This License shall be binding on the agents, employees, concessionaires, and legal representatives of each of the Parties hereto. The County shall not assign or transfer its interest in this License without the prior written consent of Licensors. Any such assignment without the consent and approval in writing of Licensors shall cause this License to automatically terminate.
- B. This License represents the entire agreement between the Parties hereto regarding the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. Exhibit 1 is attached hereto and is hereby incorporated herein by this reference for all purposes.
- C. This License may be modified only by written instrument executed by all Parties hereto.
- D. Time is of the essence of each provision of this License.
- E. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- F. This License shall be governed by and construed in accordance with the laws of the State of California.
- G. If any suit or action is brought to enforce or construe any provision of this License, each Party shall be responsible for its own costs and expenses arising out of such litigation, including attorneys' fees and court costs.
- H. Serrano Water District maintains an Aquaculture Permit, Facility Registration #1005950752 ("Aquaculture Permit"), with the California Department of Fish and Wildlife ("CDFW") which authorizes fish stocking in Irvine Lake. The Aquaculture Permit also allows for the public to participate in shoreline fishing of Irvine Lake without a CDFW freshwater fishing license. If authorized by CDFW, and as part of this License, SWD may agree to transfer its maintained and registered Aquaculture Permit to the County for the duration of this License. The County may agree to accept the transfer of the Aquaculture Permit, if authorized by CDFW, for the duration of this License, and if County accepts the transfer, County agrees to transfer the Aquaculture Permit back to SWD at the end of the Term (unless such transfer period is extended by written concurrence of SWD).
- I. This License may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT L (CONTINUED)

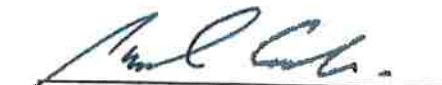
Attachment A

This License may be executed and delivered in counterparts by facsimile, each of which so executed and delivered counterpart is original, and such counterparts, together, shall constitute but the same instrument. Each of the Parties hereto agrees to additionally execute, and deliver, original copies of this agreement circulated subsequent to its initial execution and delivery by facsimile.

IN WITNESS WHEREOF, the Parties have executed this License as of the Effective Date,

County of OrangeDate 28 June 2019

Thomas A. Miller
Chief Real Estate Officer (Delegated
authority per Resolution 17-003)

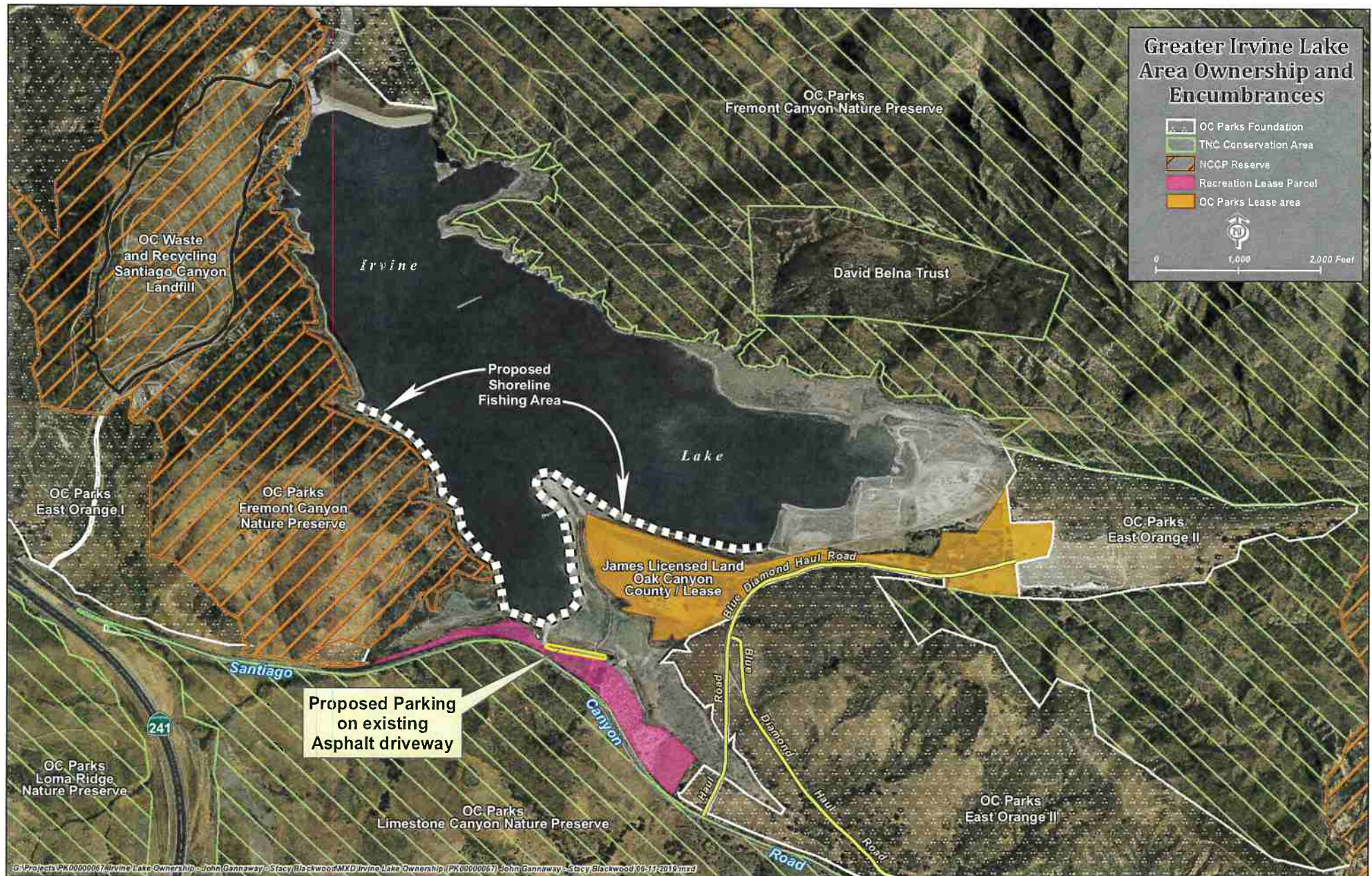
Irvine Ranch Water DistrictDate 27 June 2019

Paul Cook
General Manager

Serrano Water DistrictDate 27 June 2019

Jerry Villander
General Manager

EXHIBIT 1 - MAP OF PREMISES



FIRST AMENDMENT TO LICENSE

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("**First Amendment**") commenced on March 27, 2020 ("**Commencement Date**") by and between IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Sections 34000, *et seq.* of the California Water Code ("**IRWD**"), SERRANO WATER DISTRICT, a special government district formed under the Irrigation District Law, California Water Code Sections 20500, *et seq.* ("**SWD**") and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"). Each entity may be referred to herein individually as a "**Party**," or collectively as the "**Parties**."

RECITALS

- I. The Parties entered into that certain "Irvine Lake Access and Use License" effective July 1, 2019 with a termination date of June 30, 2020 ("**License**").
- II. The Parties intend by this First Amendment to extend the Term of the License for one year in order to continue to negotiate in good faith toward a long term agreement for the recreational use of Irvine Lake and the extension of the License will facilitate additional good faith negotiations.
- III. On March 4, 2020, the Governor of the State of California declared a State of Emergency ("**COVID-19 Emergency**") to exist in California as a result of an imminent and proximate threat to public health from the introduction of a novel coronavirus ("**COVID-19**") in the state. The County Board of Supervisors declared a State of Emergency on February 26, 2020 and began implementing measures to comply with the COVID-19 Emergency ("**County State of Emergency**").
- IV. The measures required to minimize the spread and mitigate the effects of COVID-19 and to comply with the COVID-19 Emergency have prevented the County from utilizing the License Premises and the Recreational Activities as of March 27, 2020.
- V. The Parties also intend by this First Amendment to amend the License to provide for the tolling of the Fee in order to address impacts related to the COVID-19 Emergency and the County State of Emergency, upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License as follows:

- A. Section IV of the License is hereby deleted from the License in its entirety and the following clause is substituted:

"The term ("**Term**") of this License and the rights of the County hereunder expire on June 30, 2021. This License may be revoked or terminated upon the following:

- A. The abandonment of this License by the County for its convenience as evidenced by a 30 day written

EXHIBIT L (CONTINUED)

Attachment A

notice provided by the County to Licensors¹; or

- B. A written agreement to terminate has been signed by all Parties; or
- C. If either Licensor reasonably determines and provides notice to the other Parties that the County has engaged in prohibited activities or uses inconsistent with or beyond the scope of the License; or
- D. Action by a regulatory agency that limits or otherwise restrains the ability of the public to consume fish caught in Irvine Lake."

- B. Section VIII of the License is hereby deleted from the License in its entirety and the following clause is substituted:

"For the County's use of the Recreational Activities, the County shall pay SWD a fee ("Fee") which shall be the greater of: (i) \$4,500 per month or (ii) 25% of the County's net proceeds obtained from its Recreational Activities. Payment of the Fee shall be made on a monthly basis in arrears within forty-five days with supporting documents to verify the Fee paid. If this License is terminated by County prior to its expiration date for convenience pursuant to Section IV, above, the County shall provide thirty (30) days advance notice and shall pay the full amount otherwise due for any month or portion of month this License is still in effect, with no pro rata calculation applicable for such month. If this License is terminated by County prior to its expiration date for cause (e.g., material breach, regulatory requirements impose a substantial and negative impact on County's use of the License) the termination shall be effective immediately upon written notice provided by County to the Licensors, and County shall only be responsible for a pro rata difference in the Fee owed for the County's actual use of the Premises.

Notwithstanding the above, the requirement of County to pay the Fee shall be tolled from March 27, 2020 to May 16, 2020, which is the date that fishing operations can recommence at Irvine Lake following the lifting of certain restrictions associated with the declared County State of Emergency in connection with COVID-19 (any period where the County is legally precluded from operating at Irvine Lake is hereinafter referenced as the "**Tolling Period**"). In the event that a future State or County health order in Orange County causes fishing operations to cease again, the Tolling Period shall recommence and be confirmed in writing by SWD and County. Any Fee payments received by SWD during a Tolling Period for the period covered by a Tolling Period, shall be credited toward any Fee otherwise owed by the County to SWD after the Tolling Period ends. In the event that County is authorized by law to resume fishing at Irvine Lake, but declines to do so notwithstanding that public fishing has lawfully resumed at other public or privately owned locations in Orange County, then the Tolling Period referenced herein shall be deemed to end on the date that recreational fishing operations become legally authorized under applicable State or County health orders in Orange County."

- C. Wherever a conflict in the terms or conditions of this First Amendment and the License may arise, if any, the terms or conditions of this First Amendment shall prevail. In all other respects, the terms and conditions of the License not specifically changed by this First Amendment shall remain in full force and effect.

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¹ Should the County terminate this License "for cause," to include, among other things, regulatory restrictions that frustrate Recreational Activities, or material breach by one of the Licensors, then County is not required to provide a 30 day written notification prior to terminating this License.

EXHIBIT L (CONTINUED)

Attachment A

IN WITNESS WHEREOF, the Parties have executed this First Amendment the day and year first above written.

IRVINE RANCH WATER DISTRICT

***By Paul Cook

Print Name: Paul Cook

Date: 11 June 2020

SERRANO WATER DISTRICT

***By C.L. Pharris

Print Name: C.L. "Larry" Pharris, Jr.

Date: May 27. 2020

APPROVED AS TO FORM:

By Michael A. Haubert
Deputy County Counsel

Date: June 1, 2020

COUNTY

By Thomas A. Miller
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Delegated authority per Resolution 20-016

Date: June 1, 2020

SECOND AMENDMENT TO LICENSE

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("**Second Amendment**") is entered into by and between IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Sections 34000, *et seq.* of the California Water Code ("**IRWD**"), SERRANO WATER DISTRICT, a special government district formed under the Irrigation District Law, California Water Code Sections 20500, *et seq.* ("**SWD**") and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"). Each entity may be referred to herein individually as a "**Party**," or collectively as the "**Parties**."

R E C I T A L S

- I. The Parties entered into that certain "Irvine Lake Access and Use License" effective July 1, 2019 with a termination date of June 30, 2020 ("**License**").
- II. The Parties entered into that certain "**First Amendment**" to the License on June 1, 2020 with a termination date of June 30, 2021.
- III. The Parties intend by this Second Amendment to extend the Term of the License and pilot program at Irvine Lake in order to continue to negotiate in good faith toward a long-term agreement for the recreational use of Irvine Lake and the extension of the License will facilitate time for the Parties to engage in additional good faith negotiations, including the potential development and release of a joint Request for Proposals ("**RFP**") by the Parties for an eventual master lease or similar agreement for recreational activities at Irvine Lake ("**Master Lease**"), the terms of which are anticipated to supersede and replace the terms and conditions of the License and its amendments.
- IV. The Parties have mutually agreed to amend the License to extend the term consistent with this Second Amendment.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License, effective June 29, 2021 as follows:

- A. Section IV of the License is hereby deleted from the License in its entirety and the following clause is substituted:

"The term ("**Term**") of this License and the rights of the County hereunder shall commence on the Effective Date and shall continue until the execution of the Master Lease or upon the following circumstances, whichever occurs earlier:

- A. The termination of this License by any Party for its convenience upon providing 30-day written notice to the other Parties; or
- B. A written agreement to terminate has been signed by all Parties; or
- C. If either Licensor reasonably determines and provides notice to the other Parties that the County has engaged in prohibited activities or uses inconsistent with or beyond the scope of the License; or
- D. Action by a regulatory agency that limits or otherwise restrains the ability of the public to fish in

EXHIBIT L (CONTINUED)

Attachment A

Irvine Lake;

E. The Parties enter into a Master Lease for recreation at Irvine Lake.

B. Section VIII of the License is hereby deleted from the License in its entirety and the following clause is substituted:

“For the County’s use of the Recreational Activities, the County shall pay SWD a fee (“**Fee**”) which shall be the greater of: (i) \$4,500 per month or (ii) 25% of the County’s net proceeds obtained from its Recreational Activities. Payment of the Fee shall be made on a monthly basis in arrears within forty-five days with supporting documents to verify the Fee paid. If this License is terminated by County prior to its expiration date for convenience pursuant to Section IV, above, the County shall provide thirty (30) days advance notice and shall pay the full amount otherwise due for any month or portion of month this License is still in effect, with no pro rata calculation applicable for such month. If this License is terminated by County prior to its expiration date for cause (e.g., material breach, regulatory requirements impose a substantial and negative impact on County’s use of the License) the termination shall be effective immediately upon written notice provided by County to the Licensors, and County shall only be responsible for a pro rata difference in the Fee owed for the County’s actual use of the Premises.”

C. Wherever a conflict in the terms or conditions of this Second Amendment and the License or First Amendment may arise, if any, the terms or conditions of this Second Amendment shall prevail. In all other respects, the terms and conditions of the License not specifically changed by the First or Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment the day and year first above written.

[Signature Page to Follow]

EXHIBIT L (CONTINUED)

Attachment A

IRVINE RANCH WATER DISTRICT

***By Paul Cook

Print Name: PAUL COOK

Date: 29 JUNE 2021

SERRANO WATER DISTRICT

***By _____

Print Name: _____

Date: _____

APPROVED AS TO FORM:

By Michael A. Haubert
Digitally signed by Michael A. Haubert
 DN: cn=Michael A. Haubert, o=County of Orange,
 ou=County Counsel,
 email=michael.haubert@ccco.org, c=US
 Date: 2021.06.01 15:42:45 -0700
 Deputy County Counsel

Date: June 1, 2021

COUNTY

By Thomas A. Miller
 Thomas A. Miller, Chief Real Estate Officer
 County Executive Office
 Delegated authority per Resolution 20-016

Date: June 1, 2021

EXHIBIT L (CONTINUED)

Attachment A

IRVINE RANCH WATER DISTRICT

***By _____

Print Name: _____

Date: _____

SERRANO WATER DISTRICT

***By Jerry Vilander

Print Name: Jerry Vilander

Date: June 15, 2021

APPROVED AS TO FORM:

By Michael A. Haubert
Digitally signed by Michael A. Haubert
 DN: cn=Michael A. Haubert, o=County of Orange,
 ou=County Counsel,
 email=michael.haubert@co.co.gov, c=US
 Date: 2021.06.01 15:45:45 -07'00'
 Deputy County Counsel

Date: June 1, 2021

COUNTY

By Thomas A. Miller
 Thomas A. Miller, Chief Real Estate Officer
 County Executive Office
 Delegated authority per Resolution 20-016

Date: June 1, 2021