

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

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, CA 92618
Attn: General Manager

WITH A CONFORMED COPY TO:

Orange County
County Administration North
400 W. Civic Center Drive
Santa Ana, CA 92701

Assessor's Parcel Nos. 105-361-02, 105-361-39,
105-361-59, 105-361-61, 545-061-30, 545-071-18, 545-071-33

(Space above line for Recorder's use only)

Exempt from Filing per Gov. Code §§ 6103 and 27383

Exempt from Documentary Transfer Tax per
Revenue and Taxation Code §11922

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Santiago Reservoir Dam/Spillway Improvements
PR24A, Parcel No. 168)**

This Temporary Construction Easement Agreement ("**TCE Agreement**") is effective as of the date of its recordation in the Official Records of Orange County, California ("**Effective Date**") and is between the COUNTY OF ORANGE ("**County**"), and the IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code ("**IRWD**" or the "**District**"). Together IRWD and the County are the "**Parties**."

A. The District owns fee title to a dam and reservoir facility commonly known as "Irvine Lake" or the "Santiago Reservoir" (the "**Reservoir Property**" or "**Reservoir**") and the County owns open space property adjacent to the Reservoir ("**County's Property**").

B. The District is planning a dam improvement project at the Reservoir that largely consists of replacing the existing spillway structure and outlet tower with a new spillway structure and inclined outlet structure and other related site improvements (the "**Project**"). The Parties intend by this Easement Agreement to provide for IRWD's temporary use of certain areas on the County's Property to construct the Project, as further described herein.

The Parties therefore agree as follows:

1. Grant of Temporary Construction Easement. The County hereby grants to the District, its invitees, employees, agents, and contractors, a temporary, non-exclusive construction and access easement (collectively, the "**Easement**") in, on, over, under, through, along, and across the portion of the County's Property, more particularly described on Exhibit A and depicted on Exhibit B (the "**Easement Area**") for the purposes of construction staging and

laydown; the storage of equipment, materials, formwork, cranes, and vehicles; the installation and operation of a temporary concrete production facility; operation of a temporary diversion and water treatment facility; and other construction activities related to the Project, provided that any material expansion, modification, or addition of new structures shall require the prior written approval of the County. The Easement also includes temporary access for IRWD to enter County Property and perform restoration and maintenance of areas temporarily impacted by the Project. All construction and maintenance activities within the Easement Area shall be conducted in a manner that minimizes disturbance and shall include restoration of temporarily impacted areas to pre-project or better conditions, subject to County approval.

2. Environmental Restrictions.

a. The Easement Area is within, in whole or in part, the *South Orange County Natural Communities Conservation Plan/Master Streambed Alteration Agreement/Habitat Conservation Plan* (“NCCP/MSAA/HCP”) for the Southern Subregion of the Coastal Sage Scrub Natural Community Conservation Program (“Program”). The purpose of said Program is to establish and maintain a multiple-species, multiple-habitat subregional reserve system and implement a long term “adaptive management” program to protect coastal sage scrub and other habitats and species within the Coastal Sage Scrub habitat mosaic. The Implementation Agreement (IA), NCCP/MSAA/HCP, and Program have provisions that may affect and restrict the use of the Easement Area.

b. The District shall always remain in compliance with, and not violate any terms of, the NCCP/MSAA/HCP requirements as they relate to the Easement Area or when carrying out any of the rights granted herein. District agrees to notify the County and United States Fish and Wildlife Service (USFWS) prior to commencement of temporary construction related work within the Easement Area. The County shall not be responsible for any regulatory obligations or requirements related to or arising from the District’s activities. At no cost to the County, the District shall be responsible for any costs or financial obligations associated with the District’s compliance with any regulatory requirements, including but not limited to, mitigation of impacts through restoration of habitat. If the District proposes to satisfy mitigation obligations through restoration of habitat on County property, the District shall (i) secure the County’s written approval as to use or encumbrance of County property prior to completing any permit applications with regulatory agencies and (ii) apply for a temporary or permanent easement, if applicable, prior to proceeding with any restoration work. Further, the District shall comply with any and all requirements set forth by the IA, and USFW with respect to conformance with the NCCP/MSAA/HCP and provide the County with evidence of such compliance.

3. Limited Access. The County shall not enter upon, use or grant to others the non-exclusive right to use the property burdened by the Easement, without prior notification to the District, which shall not be unreasonably withheld, and shall allow for County operations (e.g. authorized County personnel, agents, or contractors personnel; not public use) and for County emergency access.

4. Subject to Matters of Record or Apparent. In addition to the terms and conditions set forth in this TCE Agreement, the Easement conveyed to the District hereunder is subject to

all easements, covenants, conditions, restrictions, reservations, rights and rights-of-way of record or apparent or of which the District has actual notice.

5. Appurtenant to the Reservoir. The Easement is appurtenant to the Reservoir Property, which will be the dominant tenement and the County's Property is the servient tenement.

6. Construction Requirements. The District may use the Easement Area to construct the Project, subject to compliance with the following requirements:

a. All construction must be in accordance with all applicable requirements of any governmental authorities having jurisdiction (the "**Governing Agencies**").

b. All construction must: (i) comply with the plans for same approved by the Governing Agencies; and (ii) be performed in a manner so that sediment erosion and other pollutant drainage into the Reservoir does not exceed amounts permissible under: (a) law, (b) agreements between the parties to this Agreement, and (c) permits issued by Governing Agencies in connection with construction of the Project.

c. No materials or equipment used for the construction work may be stored or stockpiled within any other area of County-owned property, unless otherwise done in accordance with the terms of this TCE Agreement or with prior written permission from the County.

d. The District shall keep Dam Road clear and free of any materials, equipment, or other hinderances for vehicular access by County staff or contractors. The District shall also coordinate with the County to maintain continued public access across Dam Road.

e. The County will not have any responsibility or obligation whatsoever for construction of the Project, and all responsibility for the funding and the performance of such work will rest solely with the District.

f. The District shall obtain, at their own expense, all necessary permits and authorizations from the Governing Agencies related to construction of the Project.

g. The District shall promptly record a notice of completion with the County Recorder of Orange County and shall pay all claims for labor and material incurred with respect to the work activities of the District hereunder that could become a lien upon the Easement Area.

h. If the District damages any portion of the Easement Area during the District's construction activities, the District shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage.

i. The District shall not cause any liens of any kind to be filed against the Easement Area as a result of the District's construction of the Project. If any such lien is filed, the District shall, at its sole cost and expense, take such actions as are necessary to cause the lien to be satisfied and discharged or to cause such lien to be removed of record.

7. OC Parks Foundation Conservation Easement.

a. The OC Parks Foundation (OCPF) holds a Conservation Easement (duly recorded on December 29, 2014 in the County of Orange as Instrument No. 2014000561433) across portions of the Easement Area. OCPF has granted approval for the activities contemplated in this TCE Agreement pursuant to its letter dated June 19, 2026, which shall be attached to the *Easement and Reimbursement Agreement (Santiago Creek Dam Improvement Project)*. The portions of this Easement within the Conservation Easement area shall be managed in compliance with the Conservation Easement. Adherence and implementation of any conditions/requirements set forth by OCPF for impacts allowed in accordance with this Easement shall be the sole responsibility of the District and implemented at the sole cost of the District.

8. Term; Termination. The rights conveyed pursuant to this TCE Agreement will become effective on the date that is ten (10) business days after the District provides notice to the County in writing of their intent to commence construction (the "Notice of Intent"). The TCE shall terminate five (5) years after the date of the Notice of Intent, or upon IRWD's filing of a Notice of Completion for the Project, whichever comes first, unless the County agrees to an extension as supported with appropriate consideration from the District. Upon termination of the Easement, at the request of the County, the District shall quitclaim the rights conveyed in this TCE Agreement to the County.

9. Compliance with Law. The District will be responsible for complying with all laws, ordinances and regulations with respect to its use of the Easement.

10. Damage and Repairs. If the District damages any portion of the Easement Area or any other property of County during its use of the Easement Area, the District shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage; provided, however, that prior to any such repair, the District shall, within forty-five (45) days of the damage, review its planned repair with County, to confirm that such repair will be done to the reasonable specifications of County. The District shall not cause any liens of any kind to be filed against the Easement Area or any other portion of County's Property as a result of such repair activities.

11. Failure to Perform. To the extent that the repair of any District damage is not completed by the District within forty-five (45) business days of the District's receipt of County's approval of the District's proposed repair as described in Section 7 above (or if such damage is not capable of repair within such period, if the District has not commenced such repair within such period and diligently thereafter completed such repairs), then County may perform such repair and the cost thereof shall be paid by the District within sixty (60) days of its receipt of County's invoice and backup documentation substantiating the work performed.

12. Indemnity. The District shall indemnify, defend, and hold County and any other person or entity controlling, controlled by or under common control with County, and each of their elected officials, officers, directors, employees, representatives, agents, successors and

assigns (collectively, the “**County Indemnitees**”) harmless from and against any and all claims, obligations, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees and costs), whether made against or incurred by County or any other Indemnatee (collectively, “**Claims**”), arising out of or related to injuries to or death of any person or damage to any property resulting from or caused by: (a) use of the Easement Area by the District, their officers, directors, employees, invitees, contractors, and agents, and the respective employees thereof; and/or (b) breach of any of the terms of this Easement Agreement by the District; provided, however, that the obligation to indemnify shall not apply to the extent that any Claim is determined by a court of competent jurisdiction to have been caused by the negligence or intentional misconduct of the County Indemnitees or any of them. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein. The District’s and County Indemnitees’ obligations under this Section shall survive until lapse of the applicable statutory period for limitation of actions, irrespective of whether the easement rights set forth herein have expired or been terminated.

13. Controlling Law. This TCE Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

14. Attorneys’ Fees. In any proceeding between the parties seeking enforcement of or attempting to construe any of the terms and provisions of this TCE Agreement, including, without limitation, any litigation seeking legal, declaratory or other relief, each Party shall bear its own costs, including but not limited to attorneys’ fees and costs.

15. Notices. Any notice, demand or other communication to be given by either party to the other hereunder shall be given by personal service, Federal Express or other reputable overnight delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, addressed to the parties at their respective addresses as follows:

IF TO DISTRICT:

Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000
Attention: General Manager

IF TO COUNTY:

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

OC Waste & Recycling
601 N. Ross St., 5th Floor
Santa Ana, CA 92701
Attention: Director, OC Waste & Recycling

With a copy to:

County Executive Office, Real Estate
Services
400 West Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

Any such notice shall be deemed to have been given upon delivery or, if mailed, forty-eight (48) hours after deposit in the mail as aforesaid. Either party may change the address where it desires to receive notice upon giving written notice of such request to the other party.

16. Construction. Headings at the beginning of any section of this TCE Agreement are solely for the convenience of the parties and are not a part of this TCE Agreement. This TCE Agreement shall not be construed as if it has been prepared by either party, but rather as if both parties have prepared the same.

17. Waiver; Remedies. 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.

18. Successors. Any assignment of the rights conferred upon the District herein may only be assigned with the permission of County, whose permission shall not be unreasonably withheld. Assignment of the District's rights to another public entity shall be deemed acceptable to County. The provisions of this Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

19. No Third Party Beneficiaries. No person or entity other than the parties to this Easement Agreement shall be deemed to be a third party beneficiary hereof, and nothing in this Easement Agreement, either express or implied, is intended to confer upon any person or entity, other than the parties to this Easement Agreement (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Easement Agreement.

20. Entire Agreement. This TCE Agreement, including the exhibits attached hereto which are incorporated herein by this reference, contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed, subject to that certain unrecorded instrument between the Parties known as the *Easement and Reimbursement Agreement (Santiago Creek Dam Improvement Project)* entered into on _____, 2026, and any amendments related thereto. Any oral representations or modifications concerning this document shall be of no force or effect except a subsequent modification in writing, signed by the party to be charged.

[Signatures appear on following page.]

The Parties have executed this TCE Agreement as of the date indicated below.

Date: _____

COUNTY OF ORANGE

APPROVED AS TO FORM:

By:  _____
Signed by:
135BE61AB0194AE...
Michael A. Haubert
Deputy County Counsel
Office of the County Counsel
Orange County, California

By: _____

Name: Thomas A. Miller
Title: Chief Real Estate Officer
Minute Order dated _____

IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

By: _____
Claire H. Collins
General Counsel

By: _____

Paul A. Cook
General Manager

(SEAL)

(SEAL)

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION

**FREMONT CANYON NATURE PRESERVE
FACILITY NO. PR24A
PARCEL NO. 168**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 38, 69 and 70 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps lying within Parcel A-5 (PR24A-101) as described in that certain Gift Deed recorded July 1, 2010 as Instrument No. 2010000312152 of Official Records, and Parcel 3 (PR24A-113) as described in that certain Gift Deed recorded December 29, 2014 as Instrument No. 2014000562473 of Official Records, all in the Office of the County Recorder of said County being further described as follows:

BEGINNING at the southerly terminus of that certain course in the general westerly line of Irvine Lake (also known as Santiago Reservoir) described as having a bearing and distance of North 12°54'01" West 357.82 feet in that certain Grant Deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder; thence along said general westerly line and the general northeasterly line of said Irvine Lake in said Grant Deed the following courses:

North 12°54'01" West 357.82 feet;

Thence North 54°02'59" East 208.11 feet;

Thence North 59°51'18" East 306.49 feet;

Thence South 44°07'46" East 892.62 feet;

Thence South 84°00'15" East 573.66 feet;

Thence North 16°57'17" West 100.00 feet;

Thence leaving said general northeasterly line West 130.38 feet;

Thence North 53°15'00" West 137.28 feet to the beginning of a tangent curve concave northeasterly and having a radius of 82.50 feet;

Thence northwesterly and northerly along said curve through a central angle of 50°04'00" an arc distance of 72.09 feet;

Thence tangent to said curve North 03°11'00" West 112.46 feet to the beginning of a tangent curve concave westerly and having a radius of 107.50 feet;

Thence northerly along said curve through a central angle of 16°35'00" an arc distance of 31.11 feet;

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1
2 Thence tangent to said curve North 19°46'00" West 83.49 feet to the beginning of a
3 tangent curve concave easterly and having a radius of 67.50 feet;
4
5 Thence northerly along said curve through a central angle of 12°49'00" an arc distance of
6 15.10 feet;
7
8 Thence tangent to said curve North 06°57'00" West 29.42 feet to the beginning of a
9 tangent curve concave southwesterly and having a radius of 125.00 feet;
10
11 Thence northwesterly along said curve through a central angle of 27°33'00" an arc
12 distance of 60.10 feet;
13
14 Thence tangent to said curve North 34°30'00" West 389.18 feet;
15
16 Thence North 48°00'00" West 13.88 feet;
17
18 Thence North 56°00'00" West 24.10 feet;
19
20 Thence North 72°00'00" West 30.46 feet;
21
22 Thence North 84°00'00" West 26.49 feet;
23
24 Thence North 89°00'00" West 22.87 feet;
25
26 Thence South 86°00'00" West 25.61 feet;
27
28 Thence South 84°00'00" West 41.61 feet;
29
30 Thence South 79°00'00" West 50.17 feet;
31
32 Thence North 29°00'00" West 18.57 feet;
33
34 Thence North 38°00'00" West 80.00 feet;
35
36 Thence South 66°00'00" West 58.70 feet;
37
38 Thence North 49°00'00" West 45.32 feet;
39
40 Thence South 86°00'00" West 150.12 feet;
41
42 Thence North 70°00'00" West 93.07 feet;
43
44 Thence South 66°00'00" West 30.00 feet;
45
46 Thence South 30°00'00" West 117.50 feet;
47
48 South 52°00'00" West 49.19 feet;
49

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1 Thence North 24°50'00" West 197.62 feet;
2
3 Thence South 65°10'00" West 60.00 feet;
4
5 Thence South 24°50'00" East 268.00 feet;
6
7 Thence South 30°00'00" West 229.72 feet;
8
9 Thence South 57°00'00" West 289.16 feet;
10
11 Thence South 45°30'00" West 36.50 feet;
12
13 Thence South 200.72 feet;
14
15 Thence South 49°00'00" East 6.75 feet;
16
17 Thence South 23°00'00" West 44.61 feet;
18
19 Thence South 75°00'00" East 155.14 feet;
20
21 Thence South 15°00'00" West 30.00 feet;
22
23 Thence South 44°00'00" West 100.00 feet;
24
25 Thence South 20°00'00" West 115.32 feet;
26
27 Thence South 65.04 feet;
28
29 Thence South 37°30'00" West 16.12 feet;
30
31 Thence West 17.77 feet;
32
33 Thence South 24°00'00" West 26.59 feet;
34
35 Thence South 12°00'00" East 22.04 feet;
36
37 Thence South 43°00'00" East 42.47 feet;
38
39 Thence South 14°30'00" East 21.76 feet;
40
41 Thence South 25°00'00" East 54.74 feet;
42
43 Thence South 71°00'00" East 41.34 feet to said general westerly line of Irvine Lake
44 described in said Grant Deed as having a bearing and distance of North 51°17'34" East
45 111.10 feet;
46
47 Thence along said general westerly line as described in said Grant Deed North 51°17'34"
48 East 29.37 feet;
49

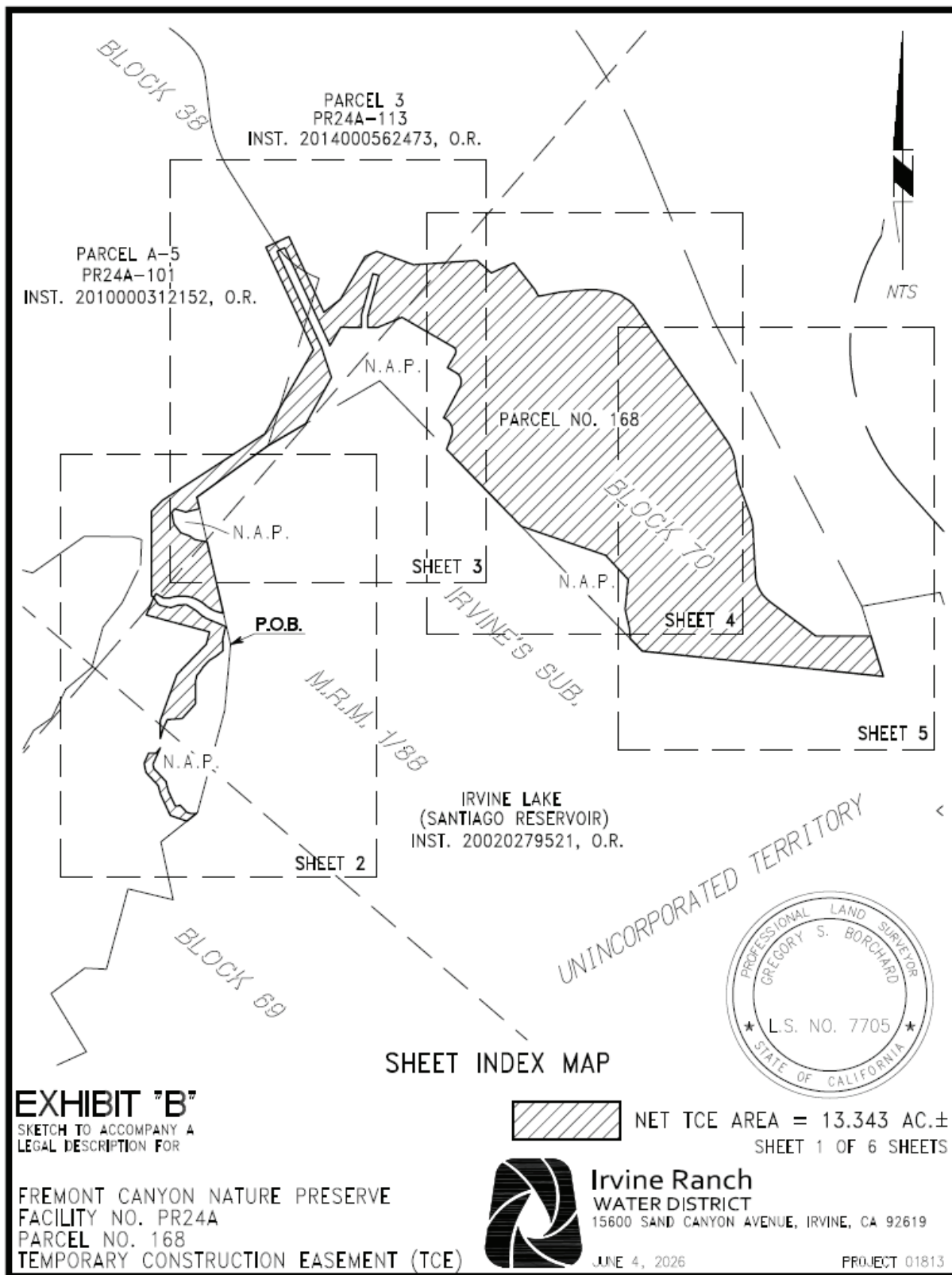
ExA TCE PR24A-168
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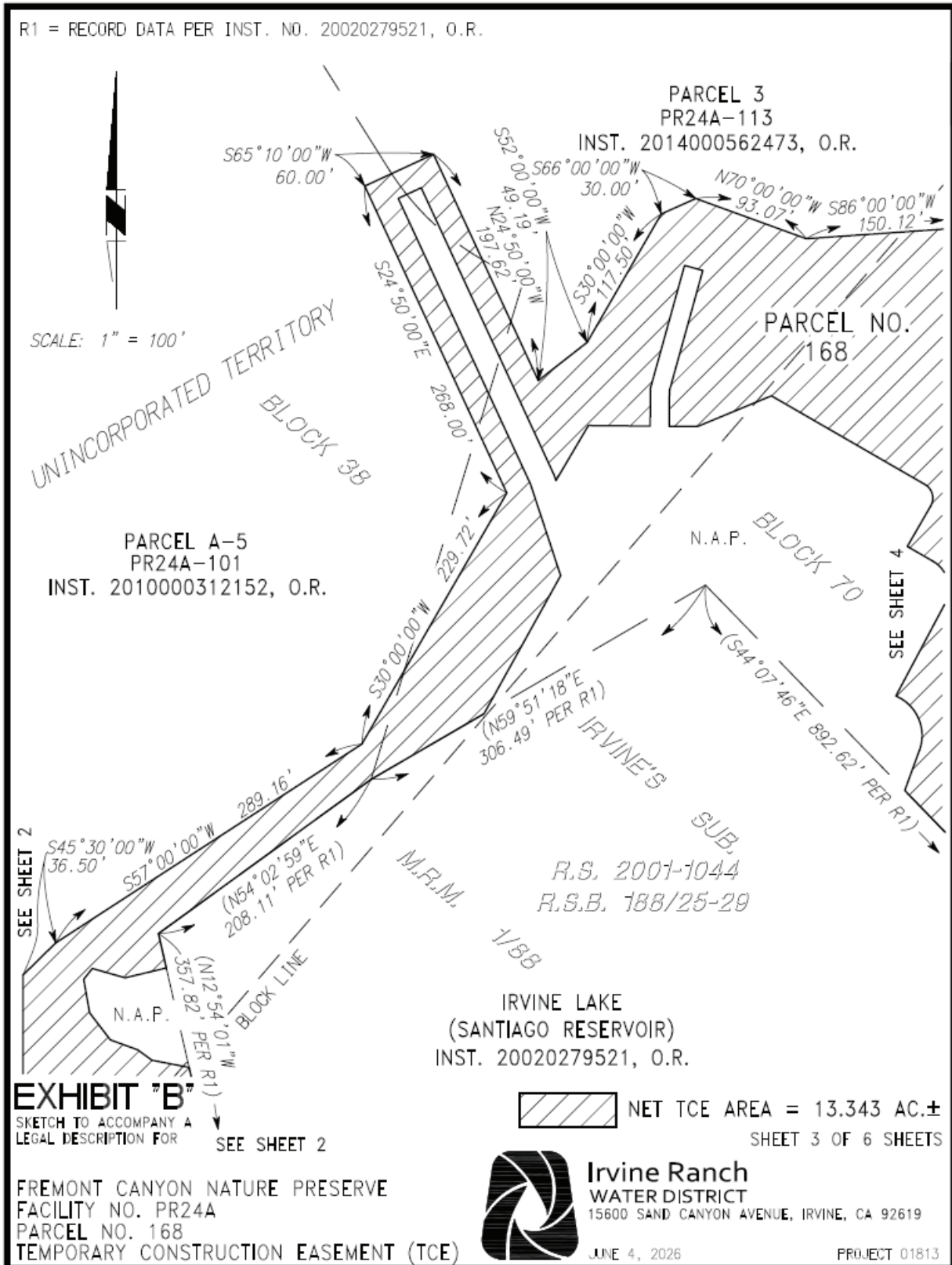
1 Thence continuing along said general westerly line North 14°53'39" East 251.22 feet;
2
3 Thence continuing along said general westerly line North 05°06'16" East 156.35 feet to
4 the **POINT OF BEGINNING**.
5
6 **EXCEPTING THEREFORM** all those certain parcels as described in those certain
7 grant of easement deeds recorded _____, 2026 as follows:
8
9 Parcel 158 as Instrument No. 2026 _____,
10 Parcel 159 as Instrument No. 2026 _____,
11 Parcel 163 as Instrument No. 2026 _____,
12 Parcel 164 as Instrument No. 2026 _____,
13 Parcel 165 as Instrument No. 2026 _____,
14 Parcel 169 as Instrument No. 2026 _____,
15 Parcel 170 as Instrument No. 2026 _____,
16
17 all of Official Records in the Office of the County Recorder of said county.
18
19 **CONTAINING:** 13.343 net acres, more or less.
20
21 **SUBJECT TO:** Covenants, conditions, reservations, restrictions, rights-of-way, and
22 easements of record, if any.
23
24 **EXHIBIT "B"** attached hereto and by this reference made a part hereof.
25
26 Prepared by me or under my direction:

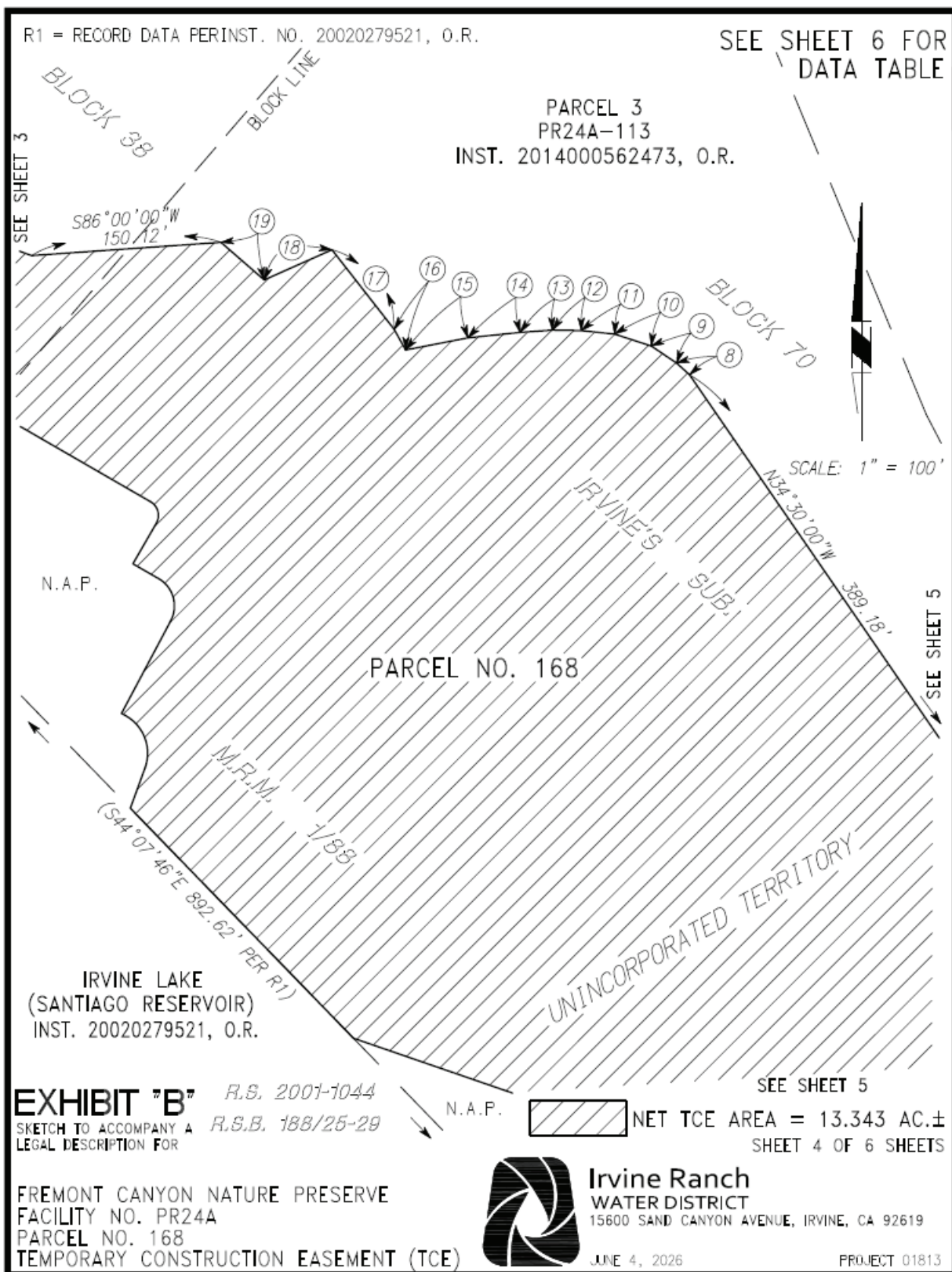
28 **Dated:** June 4, 2026
29
30
31 
32
33
34 Gregory S. Borchard, P.L.S. 7705
35 License expires December 31, 2026

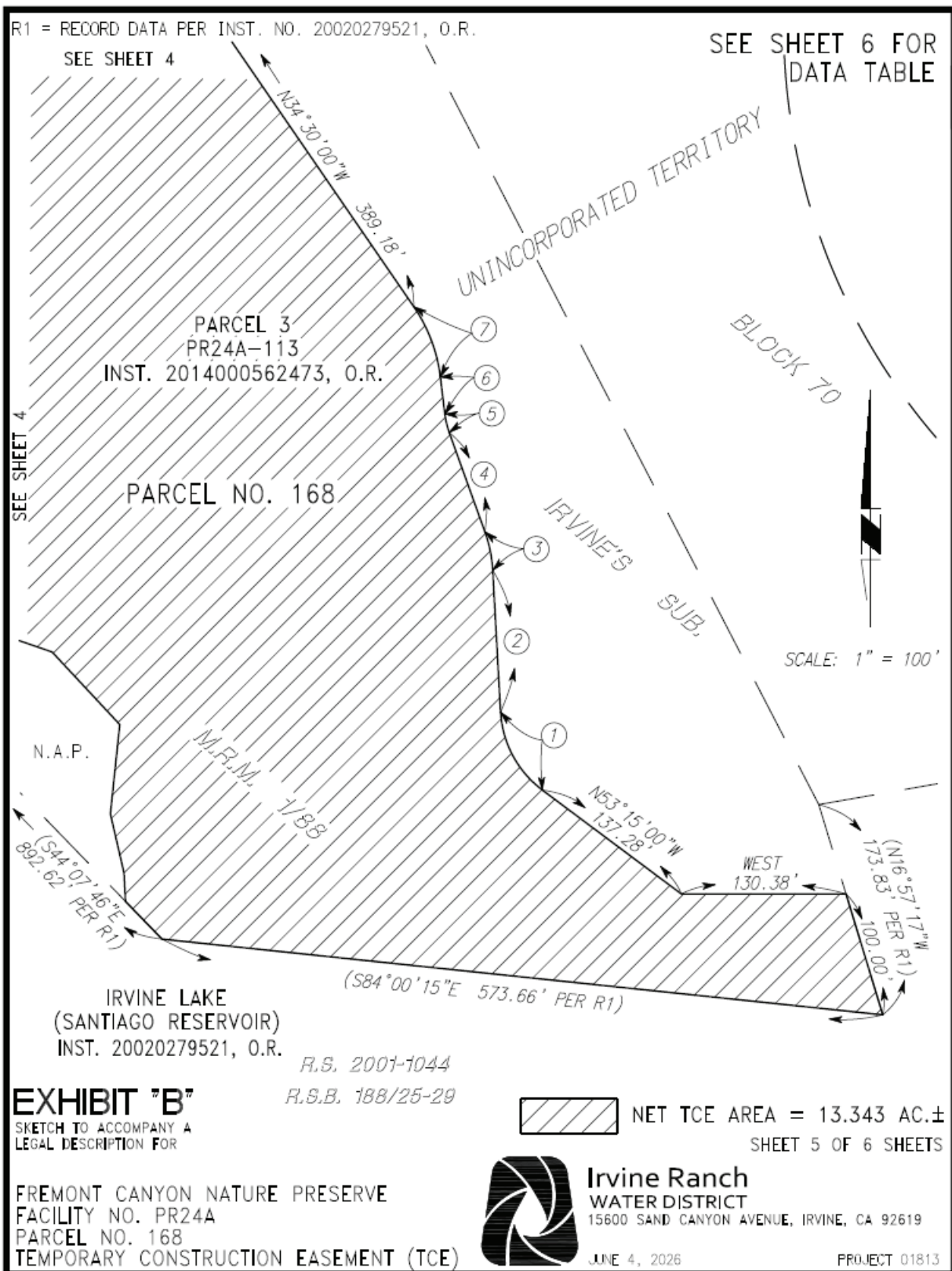


EXHIBIT B









DATA TABLE

①	$\Delta=50^{\circ}04'00''$	$R=82.50'$	$L=72.09'$
②	$N03^{\circ}11'00''W$	$112.46'$	
③	$\Delta=16^{\circ}35'00''$	$R=107.50'$	$L=31.11'$
④	$N19^{\circ}46'00''W$	$83.49'$	
⑤	$\Delta=12^{\circ}49'00''$	$R=67.50'$	$L=15.10'$
⑥	$N06^{\circ}57'00''W$	$29.42'$	
⑦	$\Delta=27^{\circ}33'00''$	$R=125.00'$	$L=60.10'$
⑧	$N48^{\circ}00'00''W$	$13.88'$	
⑨	$N56^{\circ}00'00''W$	$24.10'$	
⑩	$N72^{\circ}00'00''W$	$30.46'$	
⑪	$N84^{\circ}00'00''W$	$26.49'$	
⑫	$N89^{\circ}00'00''W$	$22.87'$	
⑬	$S86^{\circ}00'00''W$	$25.61'$	
⑭	$S84^{\circ}00'00''W$	$41.61'$	
⑮	$S79^{\circ}00'00''W$	$50.17'$	
⑯	$N29^{\circ}00'00''W$	$18.57'$	
⑰	$N38^{\circ}00'00''W$	$80.00'$	
⑱	$S66^{\circ}00'00''W$	$58.70'$	
⑲	$N49^{\circ}00'00''W$	$45.32'$	

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

FREMONT CANYON NATURE PRESERVE
FACILITY NO. PR24A
PARCEL NO. 168
TEMPORARY CONSTRUCTION EASEMENT (TCE)



Irvine Ranch
WATER DISTRICT
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JUNE 4, 2026

SHEET 6 OF 6 SHEETS

PROJECT 01813

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Temporary Construction Easement Agreement (Santiago Reservoir Dam/Spillway Improvements) to the IRVINE RANCH WATER DISTRICT, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution No. _____ of the Board of Directors, adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

IRVINE RANCH WATER DISTRICT

Dated: _____

By: _____