

**WELL PROJECT LICENSE AGREEMENT
(Well Replacement Project at Santiago Creek Dam)**

This License Agreement (“**Agreement**”) is effective as of _____, 2026 (the “**Effective Date**”) and is by and between 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**”), the COUNTY OF ORANGE, a political subdivision of the State of California (the “**County**”). IRWD and the County are each a “**Party**” and together the “**Parties.**”

A. IRWD is the fee owner of a dam and reservoir facility commonly known as “Irvine Lake” or the “Santiago Reservoir” (the “**Reservoir Property**”), which is formed by Santiago Creek Dam.

B. The County, through its Orange County Waste and Recycling (“**OCWR**”) department, operates the closed Santiago Landfill, adjacent to the Reservoir Property.

C. IRWD 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 District’s Project will impact monitoring well MW-A, located at the Santiago Landfill.

D. The State of California Santa Ana Regional Water Quality Control Board (“**RWQCB**”), the state entity responsible for enforcing water quality standards in the area, has requested that monitoring well MW-A be replaced after IRWD completes its work at the Reservoir Property.

E. As required by the RWQCB, IRWD plans to demolish existing monitoring well MW-A at the Santiago Landfill and construct a replacement well (the “**Project**”), as further described herein.

F. The County is willing to grant a license to IRWD for the purposes and according to the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. Grant of License.

1.1 The County hereby grants to IRWD a license to enter upon the Santiago Landfill to demolish existing monitoring well MW-A and construct a replacement monitoring well and related improvements in, on, over and across a portion of the Santiago Landfill (the “**Improvements**”), in the area depicted on Exhibit A (the “**License Area**”).

1.2 IRWD shall have the permission to access the License Area and may bring such tools and implements necessary to conduct the demolition, construction, and installation of the Improvements. This Agreement is intended to permit the storage of tools, equipment, or material required for IRWD’s purposes as necessary on a temporary basis for completion and maintenance of the Improvements.

1.3 IRWD shall be solely responsible for all costs associated with the Improvements and shall use reasonable care and diligence in such activities and shall perform all work in a proper and workmanlike manner so as to interfere as little as possible with the Santiago Landfill or the County's activities.

2. Right of OCWR to Use License Area. This license is non-exclusive. The County retains all rights to use the License Area that are not inconsistent with this Agreement. Except in cases of emergency, IRWD shall not impede the County's use of its rights as retained herein.

3. IRWD's Use of License Area.

3.1 IRWD or its employees, independent contractors, agents, representatives or invitees or any persons using or entering upon the License Area, and any other parties directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable (collectively, "**IRWD's Representatives**") shall maintain the License Area in a safe and reasonably neat condition. If IRWD or IRWD's Representatives damage any portion of the roof or the License Area, IRWD shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage.

3.2 IRWD shall have access to the License Area 24 hours a day / 7 days a week to operate and maintain the Improvements.

3.3 IRWD shall coordinate with the County and the RWQCB to demolish the existing well and construct the replacement well according to all applicable laws and regulations, including drilling requirements and work plans required by the RWQCB. If possible, IRWD will obtain a RWQCB permit for the replacement well on behalf of OCWR as permittee; if IRWD must obtain a permit in its name, IRWD shall transfer the permit to OCWR upon completion of the replacement well.

4. Ownership and Maintenance of Replacement Well. Following completion of the replacement well, IRWD will convey ownership of the well to the County via a Bill of Sale. Upon acceptance of the well, the County shall assume all ownership and maintenance responsibilities for the replacement well, including responsibilities under the RWQCB permit and any other regulatory requirements.

5. Term.

5.1 This License Agreement is effective as of the Effective Date and will terminate upon completion of the Project.

5.2 Prior to termination of this Agreement, IRWD shall restore the License Area to the same condition that existed prior to this Agreement, normal wear and tear excepted.

6. Assumption of Risk. IRWD will assume all risk of damage to property or injury to persons arising from IRWD's use of the License Area. The County will not be responsible for

any damage, injury, or liability arising from IRWD's use of the License Area. Any damage caused by IRWD or its officers, agents, employees, or any person(s) working for or hired by IRWD, shall be promptly repaired by IRWD at its sole cost and expense. If such damage is not repaired by IRWD within thirty (30) days of notification by the County, the County shall repair the damage with such costs to be reimbursed by IRWD.

7. Indemnification. IRWD shall indemnify, defend, protect and hold the County and its directors, officers, employees, agents and consultants, and all of their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, proceedings, fines, penalties, violations of law, fees, orders, judgments, costs, and expenses (including without limitation, reasonable attorneys', paralegals, and other professionals fees and costs and costs of proceedings), arising out of or in connection with any rights granted herein, including without limitation, all damage to property and personal injury and property damage to third parties (collectively, "**Claims**") proximately caused in whole or in part by (a) the willful or negligent act, error or omission, strict liability or statutory liability of IRWD or IRWD's Representatives, (b) breach or default of any obligation of IRWD under this License Agreement by IRWD or IRWD's Representatives, or (c) the presence of IRWD or IRWD's Representatives at, on or about the License Area.

Notwithstanding the foregoing, IRWD shall have no obligation to indemnify any Indemnitee to the extent that any such Claim is caused by any negligent act or omission or willful misconduct of the Indemnitees (other than a failure to perform an act for which IRWD, its employees, independent contractors or agents are responsible under this Agreement or applicable law or a failure to correct or to require IRWD to correct a condition created by IRWD its employees, independent contractors or agents) or by any act or omission for which Indemnitees are liable without fault.

8. Hazardous Materials. IRWD shall not (i) use, generate or store, or allow its employees, contractors or agents to use, generate or store any Hazardous Materials on the License Area, except for those materials required to perform the activities permitted under this Agreement and in compliance with all federal, state and local laws and regulations for the protection of the environment, human health and safety, as now in effect or hereafter amended (hereinafter "**Environmental Laws**"); or (ii) release or dispose of, or allow its employees, contractors or agents to release or dispose of, any Hazardous Materials on the License Area. "Hazardous Materials" are those materials now or hereafter (A) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (B) listed in the Hazardous Substances List, Title 8, California Code of Regulations, G.I.S.O. Sections 337-339, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above Code; (C) characterized, regulated or subject to permitting or warning requirements as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes, or as materials for which removal, remediation or disposal is required under any Environmental Laws; or (D) otherwise posing a present or potential hazard to human health, welfare or the environment.

9. Insurance. Any person, firm, or corporation IRWD authorizes to use the License Area, including any contractor or consultant, shall be deemed to be IRWD's agent and shall be subject to all the applicable terms of this Agreement. Prior to entry onto the License Area, IRWD shall procure and maintain adequate insurance, and to require its agents to procure and maintain adequate insurance, at its (or its agents') sole cost and expense.

10. Miscellaneous.

10.1 Modification. This License Agreement may not be modified, terminated, or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by the Parties.

10.2 Governing Law. This License Agreement shall be governed and construed in accordance with the laws of the State of California. Venue shall be Orange County.

10.3 Notice. Any notice to be given under this Agreement shall be given by electronic mail, personal delivery, or by depositing the same in the United States mail, certified or registered, postage prepaid. Any notice delivered personally shall be effective upon delivery. Any notice given by mail shall be effective forty-eight (48) hours after deposit in mail. Any party may change its address for notices by giving written notice of such changes to the other party as provided herein. Notice shall be given at the following address:

To County: OC Waste & Recycling
601 N. Ross St., 5th Floor
Santa Ana, CA 92701
Attn: 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

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

10.4 Assignment. The permission to use the License Area is specific to IRWD, and may not be assigned by IRWD without the prior written consent of the County.

10.5 Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement.

The Parties have executed this Agreement as of the Effective Date.

COUNTY OF ORANGE

APPROVED AS TO FORM:

By: 
 Signed by: 3C247F49F3364DF...
 Paul Albarian
 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

Exhibit A

