

**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:**

County of Orange  
c/o County Executive Office, Real Estate Services  
400 W. Civic Center Drive, 5<sup>th</sup> floor  
Santa Ana, CA 92701

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Assessor's Parcel No. 105-361-01, 105-361-03

(Space above line for Recorder's use only)

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

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

**EASEMENT AGREEMENT  
(Drainage Easement for County,  
Facility PR24A, Parcel No. 115)**

This Easement Agreement ("**Easement 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**"), a political subdivision of the State of California, and IRVINE RANCH WATER DISTRICT ("**District**"), a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code. 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**"). The County owns and maintains a closed landfill known as Santiago Canyon Landfill ("**Landfill**") on real 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**").

C. Drainage from the Landfill currently crosses the Reservoir Property into Santiago Creek. Title records do not show an existing drainage easement in favor of County across the Reservoir Property. The Parties intend by this Easement Agreement to establish a drainage easement along the new spillway structure for purposes of continuing to convey storm drain flows from the existing storm drain channel from Santiago Landfill and extending from the northern edge of the Santiago Landfill to Santiago Creek downstream of the new spillway structure.

1. Grant of Easement. District hereby grants to County, their invitees, employees, agents, and contractors a non-exclusive temporary and permanent drainage easement (the “**Easement**”) in, on, over, under, through, along, and across the portion of the Reservoir Property, more particularly described on Exhibit A and depicted on Exhibit B (the “**Easement Area**”) for the purposes of continuing to convey storm drain flows from the existing storm drain channel from the Landfill into Santiago Creek.

2. Subject to Matters of Record or Apparent. In addition to the terms and conditions set forth in this Easement Agreement, the Easement conveyed to the County hereunder is subject to all easements, covenants, conditions, restrictions, reservations, rights and rights-of-way of record or apparent or of which the County has actual notice.

3. Non-Exclusive Rights. The County’s use of the Easement Area will be non-exclusive, and District retains the rights to use and to grant to others the non-exclusive right to use the property burdened by the Easement for any and all lawful purposes, to the extent such uses, or any of them, do not unreasonably interfere with the exercise by the County of the Easement granted hereunder.

4. Maintenance of Drainage Easement. The County will be responsible for maintaining the drainage channel from the spillway to the native Santiago Creek. The County shall clean, clear, and repair any damage and vandalism to the channel as necessary to ensure the channel is functioning properly at all times. If the County fails to maintain the drainage channel at a level satisfactory to the District (commensurate with drainage facilities of comparable characteristics) or if lack of maintenance poses a concern for the overall integrity and maintenance of the new spillway and related overall dam facility, District may request that the County take corrective action or may enter upon the County's property and take corrective action at the County's expense.

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

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

7. Damage and Repairs. If the County damages any portion of the Reservoir Property or any other property of the District during its activities under this Easement Agreement, County 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, County shall, within forty-five (45) days of the damage, review its planned repair with the District to confirm that such repair will be done to the reasonable specifications of County. County will not cause any liens of any kind to be filed against the Reservoir Property or any portion of the District's property as a result of such repair activities.

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

9. Indemnity.

a. County shall defend, indemnify, protect and hold harmless the District and all of its elected and appointed officials, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**District's Indemnitees**") from all 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 County, its officers, directors, employees, invitees (including the general public), contractors, and agents, and the respective employees thereof; or (b) County's construction or maintenance of improvements within the Easement Area; 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 active negligence or intentional misconduct of the District's Indemnitees or any of them. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein.

b. The District shall indemnify, defend, and hold the County and any other person or entity controlling, controlled by or under common control with the 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.

c. 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.

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

11. Attorneys' Fees. In any proceeding between the parties seeking enforcement of or attempting to construe any of the terms and provisions of this Easement 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.

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

IF TO COUNTY: 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.

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

14. 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.

15. Successors. Any assignment of the rights conferred upon the District 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.

16. 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.

17. Entire Agreement. This Easement 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 Easement Agreement as of the date indicated below.

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

(SEAL)

(SEAL)

**EXHIBIT A**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**FREMONT CANYON NATURE PRESERVE  
FACILITY NO. PR24A  
PARCEL NO. 115**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 38 and 70 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps lying within that certain parcel of land described in the Grant Deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records, both in the Office of the County Recorder of said County being further described as follows:

**COMMENCING** at the northeasterly terminus of that certain course in the general northwesterly line of Irvine Lake (also known as Santiago Reservoir) described in said Grant Deed as having a bearing and distance of North 59°51'18" East 306.49 feet; thence along said course South 59°51'18" West 186.50 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said course South 59°51'18" West 119.99 feet;

Thence continuing along said general northwesterly line South 54°02'59" West 208.11 feet;

Thence continuing along said general northwesterly line South 12°54'01" East 77.92 feet;

Thence leaving said general northwesterly line North 77°05'59" East 11.95 feet to the beginning of a tangent curve concave northwesterly and having a radius of 40.00 feet;

Thence northeasterly along said curve through a central angle of 77°05'59" an arc distance of 53.83 feet to the beginning of a reverse curve concave southeasterly and having a radius of 27.00 feet, a radial line of said reverse curve from said beginning bears East;

Thence northerly and easterly along said curve through a central angle of 93°00'00" an arc distance of 43.83 feet to the beginning of a reverse curve concave northerly and having a radius of 72.00 feet, a radial line of said curve to said beginning bears North 03°00'00" East;

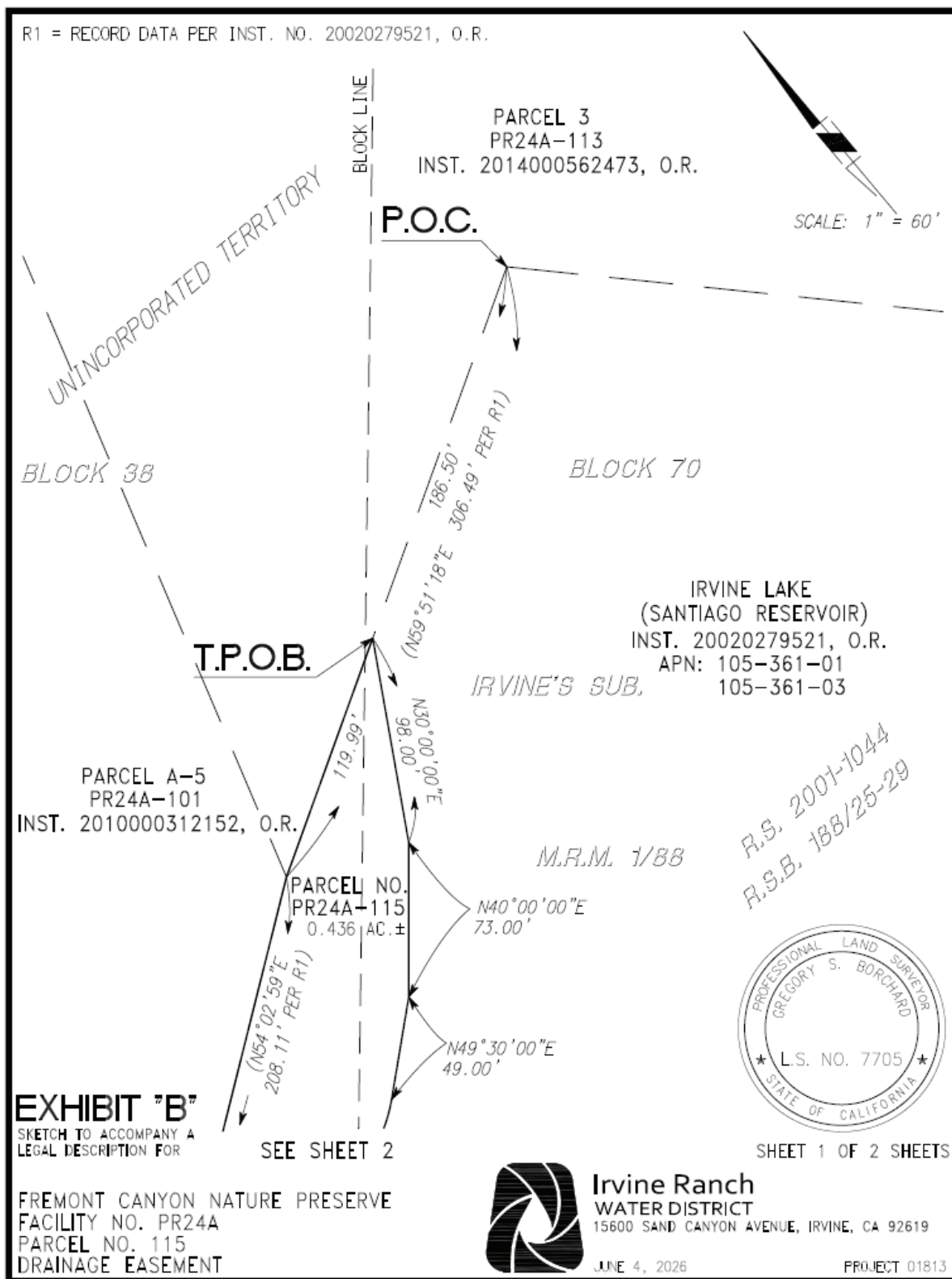
Thence easterly along said curve through a central angle of 43°30'00" an arc distance of 54.66 feet;

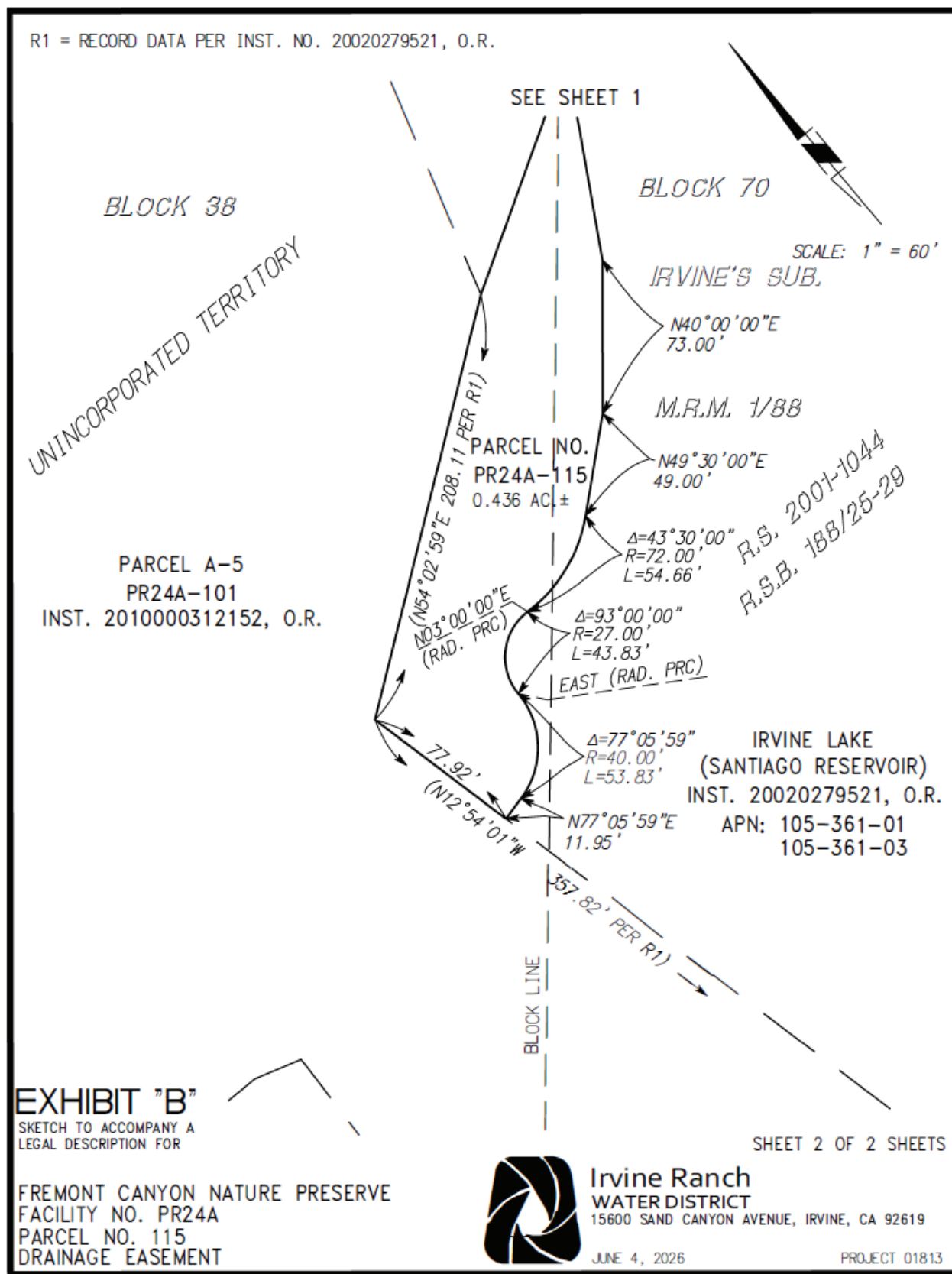
Thence tangent to said curve North 49°30'00" East 49.00 feet;

1  
2 Thence North 40°00'00" East 73.00 feet;  
3  
4 Thence North 30°00'00" East 98.00 feet to the **TRUE POINT OF BEGINNING**.  
5  
6 **CONTAINING:** 0.436 acres, more or less.  
7  
8 **SUBJECT TO:** Covenants, conditions, reservations, restrictions, rights-of-way, and  
9 easements of record, if any.  
10  
11 **EXHIBIT "B"** attached hereto and by this reference made a part hereof.  
12  
13 Prepared by me or under my direction:  
  
15 **Dated:** June 4, 2026  
16  
17  
18  
19  
20  
21   
22 Gregory S. Borchard, P.L.S. 7705  
License expires December 31, 2026



**EXHIBIT B**





**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within Easement Deed to the County of Orange, a political subdivision of the State of California, is hereby accepted by the order of the Board of Supervisors of the County of Orange, California, pursuant to authority conferred by Minute Order of the Board of Supervisors and the COUNTY OF ORANGE consents to the recordation thereof by its undersigned authorized officer and to the transfer of title to the property to the COUNTY OF ORANGE.

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: Thomas A. Miller

Title: Chief Real Estate Officer

Minute Order dated \_\_\_\_\_