

**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, 5th floor
Santa Ana, CA 92701

Assessor's Parcel No. _____

(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

RECIPROCAL EASEMENT AGREEMENT
(Access Roads Around Boat House - Facility OS31D, Parcels 153 and 106)

This Reciprocal 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. The District and the County may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

A. The District owns fee title to a dam and reservoir facility commonly known as "Irvine Lake" or the "Santiago Reservoir" (the "**District's Reservoir Property**" or "**Reservoir**"). The District owns a metal building and adjacent wooden shed used for storage and/or servicing boats (collectively, the "**District's Boat House**") and a concrete boat ramp (the "**District's Boat Ramp**") located on Reservoir Property. The County owns and maintains real property adjacent to the Reservoir ("**County's Property**").

B. Both Parties use existing roadways and parking areas around the Reservoir. The purpose of this Easement Agreement is to establish reciprocal access to the shared roadways around the area of the District's Boat House and District's Boat Ramp, as further described herein.

The Parties therefore agree as follows:

1. Grant of Reciprocal Easements.

a. County hereby grants to the District, its invitees, employees, agents, and contractors a non-exclusive pedestrian and vehicular access easement (the “**District’s Easement**”) in, on, over, through, along, and across the portion of the County’s Property, more particularly described on Exhibit A and depicted on Exhibit B (the “**District’s Easement Area**”) for the purposes of accessing the District’s Reservoir Property and District’s Boat House.

b. The District hereby grants to the County, its invitees (including the general public and County concessionaires), licensees, employees, agents, and contractors a non-exclusive pedestrian and vehicular access easement (the “**County’s Easement**”) in, on, over, through, along, and across the portion of the District’s Property, more particularly described on Exhibit C and depicted on Exhibit D (the “**County’s Easement Area**”) for the purposes of accessing the District’s Reservoir Property and District’s Boat Ramp. The Parties acknowledge that the District’s Boat Ramp itself, as currently improved, is of secondary importance to the County’s Easement Area and the rights associated therewith. The District shall not have any obligation to reconstruct, maintain, or rebuild the District’s Boat Ramp whether the County’s Easement Area remains in the location set forth herein, or if the County’s Easement Area is relocated or modified in accordance with Section 1.c., below.

c. Consistent with that certain agreement titled, “Declaration of Covenants and Restrictions and Termination of Reversionary Rights” (“**CR&R**”), recorded in the official records of Orange County as Instrument No. 2022000107214, and pursuant to a certain unrecorded license between the District and the County titled, “Irvine Lake Access and Use License (**Shoreline Fishing**)” dated July 1, 2019 and subsequently amended on March 27, 2020 and June 29, 2021, the County currently licenses access over the District’s Reservoir Property and use of the waters of Irvine Lake for recreational activities (collectively, “**Recreational License**”). The Recreational License may terminate for various reasons, including the execution of a Master Lease, as defined in the Recreational License. The District, its successors or assigns, hereby grants the County the option, the exercise of which is in the sole discretion of the County, to license from the District, upon reasonable and mutually acceptable terms and conditions, access over the District’s Reservoir Property and use of the waters of Irvine Lake for the purpose of engaging in recreational activities, which shall be limited to shoreline fishing and those activities reasonably related thereto (e.g. access over the District’s Reservoir Property in designated areas to reach the waters of Irvine Lake or similar activities authorized in the CR&R), should the County’s Recreational License expire or terminate or any such Master Lease not materialize or be terminated. In the event the County determines that access over the District’s Reservoir Property and use of the waters of Irvine Lake for recreational activities would be better served by relocating or modifying the County’s Easement Area, then the County’s Easement Area will be relocated or modified to a mutually agreed upon location or locations on the District’s Reservoir Property for the same uses and purposes set forth herein. The Parties agree to meet in good faith to approve a mutually agreed upon relocation or modified area for the County’s Easement Area within 30 days of the County providing written notice to the District on the County’s determination to relocate or modify the County’s Easement Area. A relocated or modified County Easement Area shall be no less than the square footage of the initial County

Easement Area. The County shall record an amendment Easement Agreement for the purposes of memorializing the relocated or modified County Easement Area.

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

3. Non-Exclusive Rights. The Parties' use of their respective easement area will be non-exclusive, and each Party retains the right 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 other Party of the Easements granted hereunder.

4. Maintenance and Improvements.

a. The Parties agree that the County's use of the County's Easement Area is for the purposes of access by cars, light trucks, recreational vehicles, boat trailers, as well as pedestrian and bike access as permitted by the CR&R. County shall maintain the County's Easement Area in accordance with the County's Operations and Maintenance standards for park facilities and will provide additional maintenance on an as-needed basis, as determined by County. In the event the District requires a more intense use (i.e., large trucks or equipment) of the County's Easement Area as maintained by the County, the District shall be responsible for any necessary additional improvement of the County's Easement Area to meet their needs, subject to subsection (d) below. All maintenance and repairs of the County's Easement Area shall be performed by the County at no cost to the District unless such maintenance or repair is necessitated by the District's specific use or more intense use of the County's Easement Area. All maintenance and repairs shall be performed in such manner and at such intervals as shall be required to maintain the County's Easement Area in good condition and repair. However, consistent with Section 1.b., above, the District shall not have any obligation to reconstruct, maintain, or rebuild the District's Boat Ramp in the initial County Easement Area or any area to which the County Easement Area is relocated.

b. The Parties agree that the District's use of the District's Easement Area is for the purposes of access by cars, large trucks, and equipment for its construction and improvement project for the Santiago Creek Dam and associated facilities. District shall maintain the District's Easement Area in accordance with the District's uses and will provide additional maintenance on an as-needed basis, as determined by District. In the event the County requires a more intense use of the District's Easement Area as maintained by the District, the County shall be responsible for any necessary additional improvement of the District's Easement Area to meet their needs, subject to subsection (d) below. All maintenance and repairs of the District's Easement Area shall be performed by the District at no cost to the County unless such maintenance or repair is necessitated by the County's specific use or more intense use of the District's Easement Area. All maintenance and repairs shall be performed in such manner and at such intervals as shall be required to maintain the District's Easement Area in good condition and repair.

c. Notwithstanding subsection (a) and (b), if a Party (or its invitees, licensees, employees, agents, or contractors) causes damage to the area owned in fee by the other Party, including, as applicable, the District's Easement Area or the County's Easement Area, as a result of activities that generate more than a normal amount of wear and tear (including, without limitation, damage resulting from improper use or from repetitive use by heavy equipment), then the Party causing such damage shall, at its sole cost and expense, promptly repair and restore the damaged area to its prior condition.

d. Neither Party, in its capacity as the holder of an easement, shall construct, install, or make any improvements within its easement area (i.e., the District's Easement Area in the case of the District and the County's Easement Area in the case of the County, each of which is owned in fee by the other Party) unless it first obtains the prior written authorization of the Party that owns that area in fee. For the District's Easement Area, the District shall obtain written authorization from the County's Chief Real Estate Officer or designee. Notwithstanding the preceding sentences to this subdivision, the County, or its lessee, concessionaire, or licensee shall have the right to improve the initial County Easement Area, or any area to which the County Easement Area is relocated, for boat ramp uses. Any improvements so authorized and made by the easement holder shall thereafter be the sole responsibility and cost of the easement holder, including responsibility and cost for their maintenance, repair, and removal.

5. Indemnity.

a. 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 Indemnitee (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 District's Easement Area by the District, its 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.

b. 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 County's Easement Area by County, its officers, directors, employees, invitees (including the general public and County concessionaires), contractors, and agents, and the respective employees thereof; or (b) County's construction or maintenance of improvements within the County's 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 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.

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

7. 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.

8. 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

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

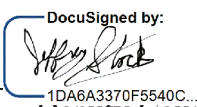
[Signatures appear on following page.]

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

Date: _____

COUNTY OF ORANGE

APPROVED AS TO FORM:

By:  _____
Deputy County Counsel

By: _____
Thomas A. Miller
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****OPEN SPACE
FACILITY NO. OS31D
PARCEL NO. 153**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being that portion of Block 79 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 described as Open Space-OS31D-101 in the Gift Deed (29-Acre Parcel-East Orange Area II) recorded June 12, 2019 as Instrument No. 2019000205217 of Official Records, both in the Office of the County Recorder of said County being described as follows:

BEGINNING at the easterly terminus of that certain course in the general southwesterly line of Irvine Lake (also known as Santiago Reservoir) described as having a bearing and distance of North 79°19'05" West 618.89 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 course and general southwesterly line North 79°19'05" West 618.89 feet;

Thence continuing along said general southwesterly line North 60°48'47" West 158.39 feet;

Thence continuing along said general southwesterly line North 37°29'21" West 165.69 feet;

Thence leaving said last described line South 52°30'39" West 20.00 feet;

Thence South 32°00'00" East 166.00 feet;

Thence South 67°30'00" East 177.40 feet;

Thence South 79°19'05" East 536.32 feet;

Thence South 27°00'00" West 86.48 feet;

Thence South 63°00'00" East 90.50 feet;

Thence South 27°00'00" West 250.42 feet to a point in the northeasterly right of way line of Santiago Canyon Road per Deed of Right of Way recorded September 29, 1958 in Book 4430, Page 94 of Official Records in said Office of the County Recorder, said point being on a non-tangent curve concave southwesterly and having a radius of 1230.00 feet, a radial of said curve to said point bears North 41°06'17" East;

1 Thence southeasterly along said right of way line and said curve through a central angle
2 of 01°20'56" and arc distance of 28.96 feet;

4 Thence leaving said right of way line North 27°00'00" East 373.08 feet to a point in said
5 general southwesterly line of Irvine Lake;

7 Thence northwesterly along said general southwesterly line North 54°01'28" West 42.50
8 feet to the **POINT OF BEGINNING**.

10 **CONTAINING:** 0.817 acres, more or less

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

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

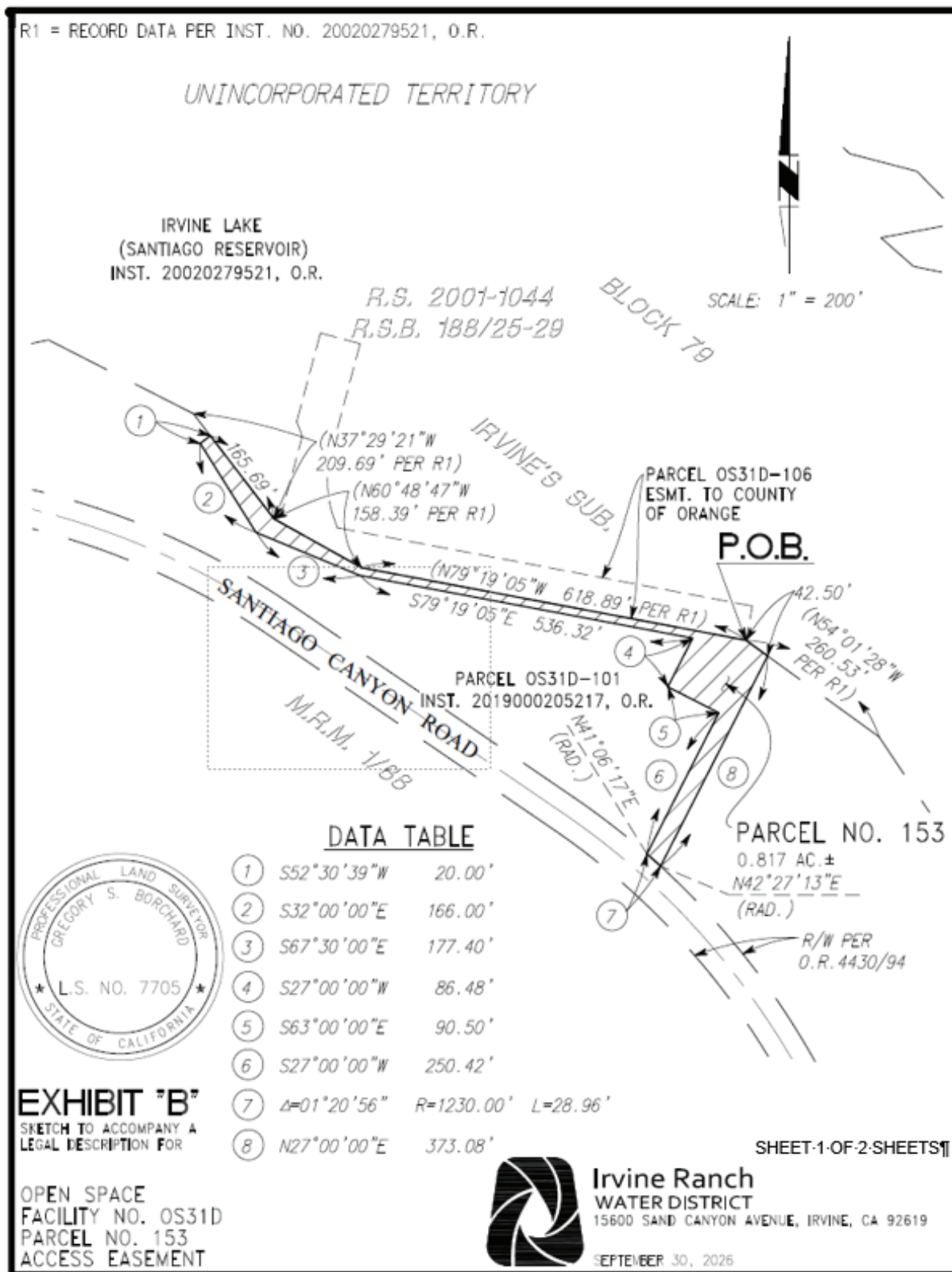
17 Prepared by me or under my direction:

19 **Dated:** July 16, 2026

21
22 
23
24
25 Gregory S. Borchard, P.L.S. 7705
26 License expires December 31, 2026



EXHIBIT B



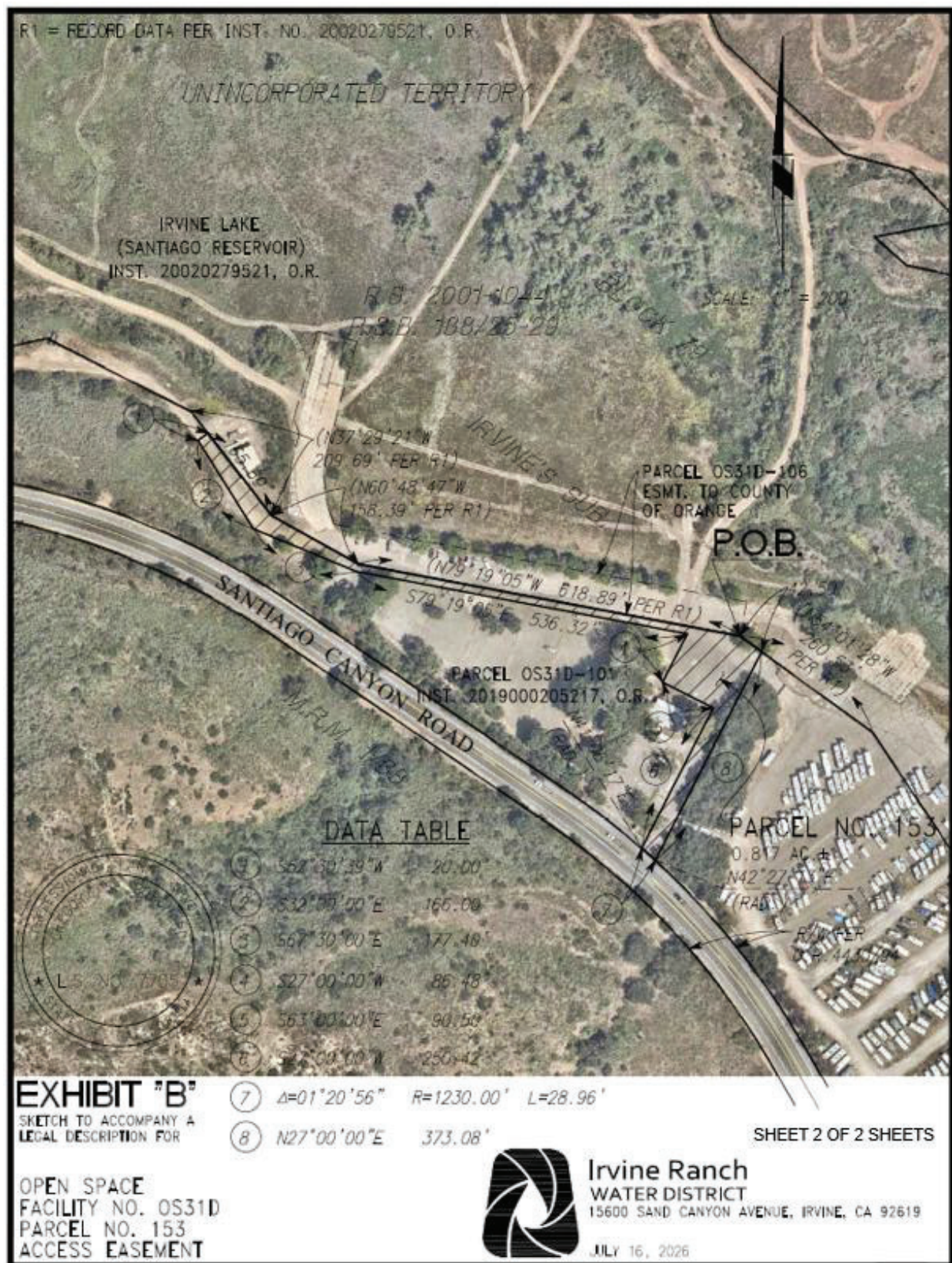


EXHIBIT C**EXHIBIT "C"****LEGAL DESCRIPTION**

**OPEN SPACE
FACILITY NO. OS31D
TO COUNTY OF ORANGE
PARCEL NO. 106**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being that portion of Block 79 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps lying within Irvine Lake (also known as Santiago Reservoir) as described in that certain 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:

BEGINNING at the easterly terminus of that certain course in the general southwesterly line of Irvine Lake (also known as Santiago Reservoir) described as having a bearing and distance of North 79°19'05" West 618.89 feet in said Grant Deed; thence along said course and general southwesterly line North 79°19'05" West 618.89 feet;

Thence continuing along said general southwesterly line North 60°48'47" West 158.39 feet;

Thence continuing along said general southwesterly line North 37°29'21" West 7.09 feet;

Thence leaving said last described line South 79°19'05" East 14.97 feet;

Thence North 15°00'00" East 132.07 feet;

Thence North 20°30'00" West 25.00 feet;

Thence North 15°00'00" East 145.00 feet;

Thence South 75°00'00" East 65.00 feet;

Thence South 15°00'00" West 177.29 feet to the beginning of a tangent curve concave easterly and having a radius of 175.00 feet;

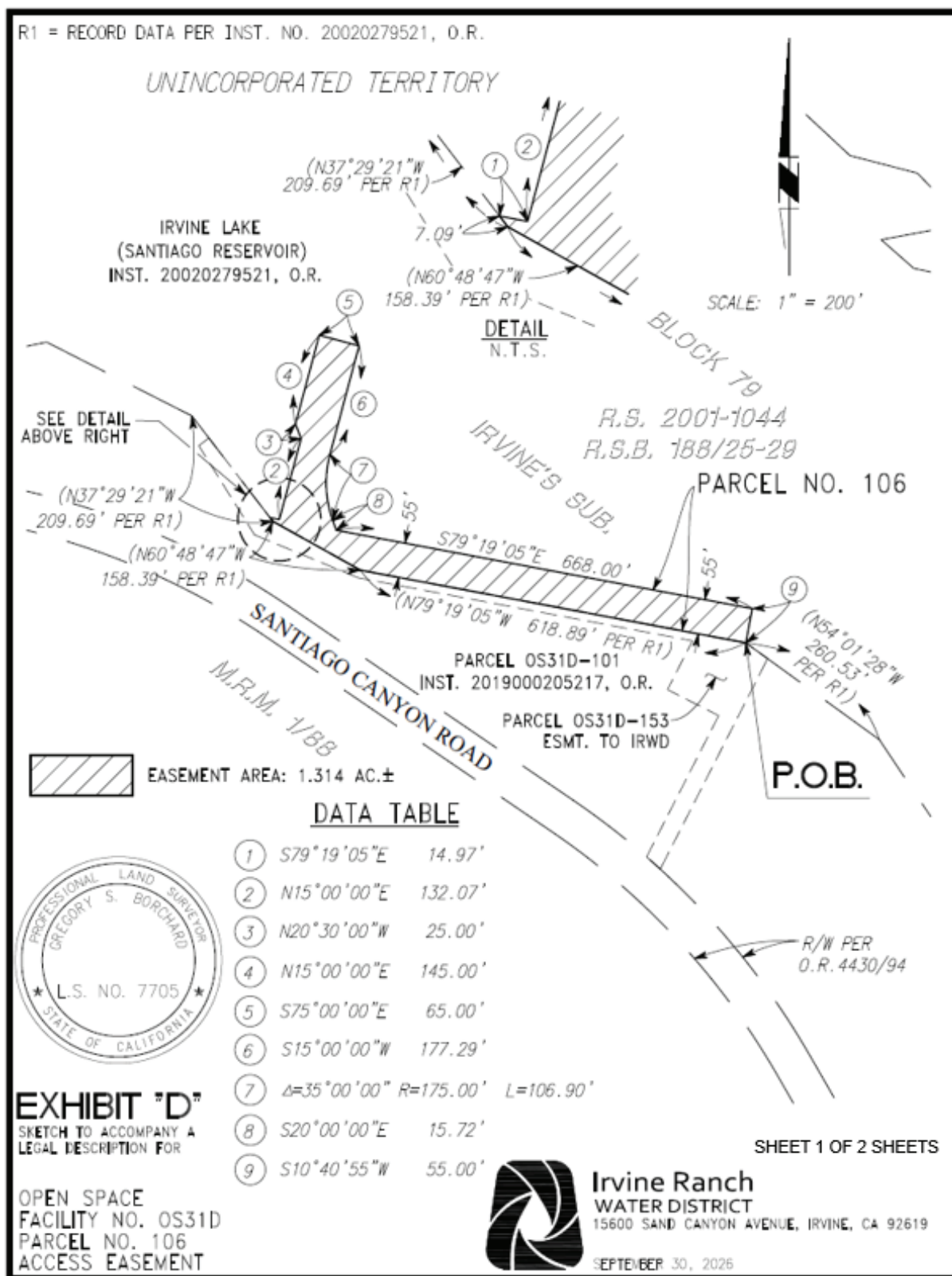
Thence southerly along said curve through a central angle of 35°00'00" an arc distance of 106.90 feet;

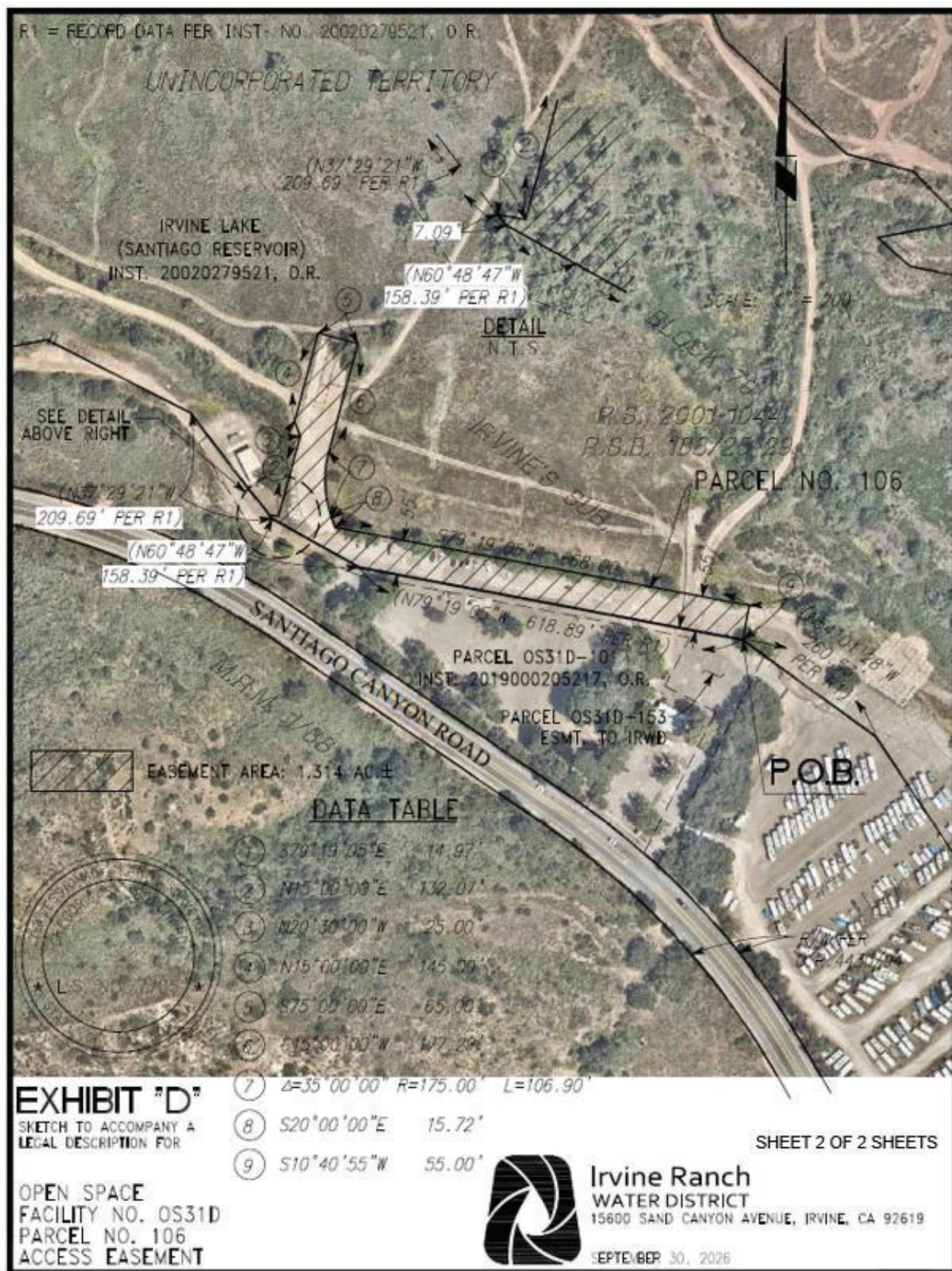
Thence tangent from said curve South 20°00'00" East 15.72 feet to a line parallel with and 55.00 feet northerly of said above mentioned course of "North 79°19'05" West 618.89 feet";

1 Thence along said parallel line South 79°19'05" East 668.00 feet;
 2
 3 Thence South 10°40'55" West 55.00 feet to the **POINT OF BEGINNING**.
 4
 5 **CONTAINING:** 1.314 acres, more or less
 6
 7 **SUBJECT TO:** Covenants, conditions, reservations, restrictions, rights-of-way, and
 8 easements of record, if any.
 9
 10 **EXHIBIT "D"** attached hereto and by this reference made a part hereof.
 11
 12 Prepared by me or under my direction:
 14 **Dated:** September 30, 2026
 15
 16
 17 
 18
 19
 20 Gregory S. Borchard, P.L.S. 7705
 21 License expires December 31, 2026



EXHIBIT D





CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Reciprocal Easement Agreement (Access Roads Around Boathouse) to the IRVINE RANCH WATER DISTRICT, 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: _____

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 _____