

EASEMENT AND REIMBURSEMENT AGREEMENT (SANTIAGO CREEK DAM IMPROVEMENT PROJECT)

This Easement and Reimbursement Agreement for Santiago Creek Dam Improvement Project (“**Agreement**”), is effective as of _____, 2026 (“**Effective Date**”), and is among 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**”), the COUNTY OF ORANGE, a political subdivision of the State of California (the “**County**”), through ORANGE COUNTY WASTE AND RECYCLING (“**OCWR**”) and ORANGE COUNTY PARKS (“**OC PARKS**”), each individually known as “**Party**” and collectively known as the “**Parties**.”

A. The District¹ 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. The District uses water from the Reservoir Property to supply its water customers and conduct activities consistent with certain restrictions as defined, set forth, and recorded in the *Declaration of Covenants and Restrictions and Termination of Reversionary Rights (Irvine Lake)*, recorded as Document No. 2022000107214 in the Official Records of Orange County on March 18, 2022 (“**Declaration**”).

B. The District is planning a dam improvement project at the Reservoir Property that largely consists of replacing the existing spillway structure and outlet tower with a new spillway structure and inclined outlet structure, embankment improvements, and other related site improvements. The construction of the improvements (collectively the “**Project**”) is anticipated to begin in 2027. The Project, which is required by the Department of Water Resources Division of Safety of Dams, is to ensure the protection of the public and the environment by making dam safety improvements. As such, the Project is a high priority for IRWD, the region, and the Parties involved with its completion. IRWD is the lead agency for the Project. IRWD analyzed the environmental impacts of the Project in its Final Environmental Impact Report, which was certified in November 2025 (State Clearinghouse Number 2023050097).

C. The Project will impact property owned by the County and administered by OCWR and OC PARKS, a portion of which is subject to a conservation easement managed by the OC Parks Foundation (“**OCPF**”), as identified in the Exhibit titled “Summary of Easements”. To assist the District with the Project, the County, as the signatory to the OCPF conservation easement (“**Conservation Easement**”), has facilitated coordination with OCPF. As further described in Section 3, the District shall be responsible for the preparation of any documentation and all costs associated with seeking and implementing OCPF approval for the Project (the “**OCPF Conservation Easement Consent**.”)

D. OCWR operates the closed Santiago Landfill, adjacent to the Reservoir Property. On July 24, 2001, IRWD and County both executed a *Power Line Relocation Agreement* (“**Relocation Agreement**”) under which IRWD granted an easement to Southern California

¹ IRWD used to own the Reservoir Property jointly with Serrano Water District (SWD). SWD conveyed all of its right, title, and interest in the Reservoir Property to IRWD in the beginning of 2025.

Edison Company (“SCE”) to the benefit of OCWR for providing power to the Santiago Landfill. The Relocation Agreement provides that IRWD can make a one-time request that the County relocate the easement area and power line at the County’s expense. As such, the SCE relocation that serves OCWR will be incorporated into the Project and fulfill the one-time relocation identified in the Relocation Agreement. The SCE relocation will require the conveyance of easement rights and certain mitigation actions, as further described in this Agreement.

E. To assist the District with the Project, the District and the County will obtain certain property rights from one another and grant certain rights to SCE. The purpose of this Agreement is to outline the process for the acquisition and conveyance of the property rights to facilitate the District’s Project as further described in Section 2 as well as address environmental mitigation, maintenance obligations, and construction cost allocation responsibilities as further described in this Agreement.

The Parties therefore agree as follows:

1. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the acquisition and conveyance of property rights, impacts to the Conservation Easement, environmental mitigation, and construction cost allocation for the Project. Each Party shall cooperate with one another in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate the purposes of this Agreement.

2. PROPERTY RIGHTS

- 2.1 Easement Conveyance. The Parties shall convey the temporary and permanent easements and other property rights outlined in Section 2.4 below. The particular property rights conveyance documents will contain additional information including the ongoing maintenance obligations of the easement grantor or grantee, and where there is a conflict between the conveyance instrument or this Agreement, the conveyance instrument will prevail.
- 2.2 Timing. The Parties shall process and convey the easements described in this section as expeditiously as reasonably possible.
- 2.3 Easement Valuation. The value of the easements has been determined based on appraisals prepared by IRWD. The value of the easements are included in the overall settlement of costs between the Parties as outlined in Table 3.
- 2.4 Property Rights. The County shall grant to the District, and the District shall grant to the County², easements or other property rights as described

² Unless indicated in the title description (e.g., “for County”), all of the easements listed in 2.4 will be granted to IRWD.

below and outlined in Exhibit Table 3 and generally in the form of the easements attached in Exhibit 2, which may be subject to final minor, non-material adjustment or modification to accommodate the Project as approved by the Parties and their counsel.

A. Access Easement

The County will grant IRWD two permanent pedestrian and vehicular access easements from the Santiago Landfill to IRWD's property to access Santiago Creek Dam and related facilities for operation and maintenance purposes.

B. Vehicular Access Easement Across Landfill

The County will grant IRWD a vehicular access easement through the Santiago Landfill over existing roads for purposes of providing construction access for the Project and for permanent access to the facility after the Project is completed. IRWD will maintain its locks on the landfill gates. After completion of the Project, the District will restore the landfill road to at least pre-Project status to the satisfaction of the County.

C. Drainage Easement for County

Title records do not show an existing drainage easement in favor of the County across IRWD's property. IRWD will convey to County 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.

D. Slope and Rock Anchor Wall Easement

The County will grant IRWD a slope and rock anchor wall easement along the County's property adjacent to the Landfill for the purpose of slope and hillside stability, including constructing erosion control measures, such as concrete slopes, rock anchors, tie backs, soil nails, retaining walls, and the like to ensure a stable surface and protect the Project and the County's property.

Prior to construction within the easement area, IRWD shall provide plans for County review and comment limited to consistency with County operational needs, environmental resource protection requirements, and conservation easement obligations. The County shall not unreasonably withhold, condition, or delay its concurrence for such purposes.

E. Irvine Lake Pipeline Easement Amendment

IRWD already holds an easement for the Irvine Lake Pipeline along the Santiago Creek. The Parties intend to amend the existing easement to allow for the relocation of a portion of the existing Irvine Lake Pipeline to a new location near the same location and alignment as the existing pipeline.

F. Spillway Easement

The County will grant IRWD a permanent, non-exclusive spillway easement solely for purposes of constructing and maintaining the spillway structure and related facilities.

G. Temporary Construction and Access Easement

The County will grant IRWD a temporary construction easement ("TCE") for purposes of constructing the Project. The TCE also includes temporary access for IRWD to enter County property and perform full restoration and maintenance of certain areas temporarily impacted by the Project to pre-project conditions or better as approved by the County.

H. Vehicular Access Easement to Inlet/Outlet Structure

The County will grant IRWD a vehicular access easement east of OCWR's Gas Recovery Facility and along Irvine Lake to IRWD's property for purposes of accessing Santiago Creek Dam. IRWD will construct this new access road.

I. Embankment Easement

The County will grant to IRWD an non-exclusive easement for permanent embankment improvements on the face of the dam constructed as part of the Project.

J. Electrical Easements (County to SCE)

Pursuant to the Relocation Agreement, SCE will relocate power lines providing service to the Santiago Landfill. IRWD will coordinate the easement location and improvements in the easement area with SCE and the County.

A portion of the Electrical Easement is for the benefit of IRWD and serves Santiago Creek Dam. The County will grant an easement to SCE for this purpose. IRWD will coordinate the easement location and improvements in the easement area with SCE.

K. Electrical Easements (IRWD to SCE)

Pursuant to the Relocation Agreement, SCE will relocate power lines providing service to the Santiago Landfill. IRWD will coordinate the easement location and improvements in easement area with SCE and the County.

A portion of the Electrical Easement is for the benefit of IRWD and serves Santiago Creek Dam. The County will grant an easement to SCE for this purpose. IRWD will coordinate the easement location and improvements in the easement area with SCE.

L. Reciprocal Access Easements Near Boat House

The County will grant to IRWD, and IRWD will grant to the County, reciprocal access easements across the roads and parking lot areas near the concrete boat ramp and boat house.

M. Well Project License Agreement

During construction of the Project, IRWD's contractor will need to demolish one of the existing landfill monitoring wells and drill a new replacement well. OCWR, IRWD, and the respective consultants have been coordinating on this item. OCWR recently reviewed the request with the State Water Resources Control Board (SWRCB), who regulates the landfill and oversight of the monitoring wells. The cost for destruction and replacement will be IRWD's responsibility and the work needs to be carried out according to a work plan reviewed and approved by SWRCB.

3. OCPF CONSERVATION EASEMENT CONSENT

The Project will result in both temporary and permanent impacts on portions of County property that are encumbered by the Conservation Easement managed by the OCPF. IRWD is not a signatory to the Conservation Easement and thus requires assistance from the County, as owner of the land and successor to the Conservation Easement grantor, to assist the District to coordinate with OCPF to obtain approval for Project impacts within the Conservation Easement area. Six (6) easements described in Section 2 will impact the Conservation Easement area: (1) the Access Easement (item A); (2) the Temporary Construction and Access Easement (item G); (3) a portion of the relocated Irvine Lake Pipeline Easement (item E); (4) Drainage Easement for County (item C); (5) Electrical Easements (item J); and (6) the Spillway Easement (item F).

3.1 OCPF Conservation Easement Approval and Implementation

- A. Pursuant to a letter dated June 19, 2026 (the "**Letter Agreement**"), which is attached to the *Easement and Reimbursement Agreement (Santiago Creek Dam Improvement Project)* as Exhibit 3, OCPF's

governing board has consented to IRWD's acquisition of the six easements described above. IRWD will work with the County and OCPF and shall satisfy all the conditions described in the Letter Agreement.

- B. The County will cooperate with District and OCPF for the purpose of the District's compliance with any conditions required by the Conservation Easement or described in the Letter Agreement, for example, by participating in negotiations or reviewing agreements or plans in a timely manner.
- C. The District shall be solely responsible for the preparation of any reports, plans, or other documentation necessary to satisfy requests by OCPF and processes required by the Conservation Easement or the Letter Agreement for the Project.
- D. The District shall be solely responsible for the cost and compliance for any work related to the conditions imposed on the Project by any regulatory agency and OCPF arising from the Conservation Easement or the Letter Agreement, including but not limited to, land enrollment, mitigation, short- and long-term land management requirements for habitat impacts.
- E. The District shall be responsible for its costs associated with obtaining OCPF's remaining approvals for the Project, including but not limited to, the preparation of documentation, agency coordination, and implementing conditions set forth in the Letter Agreement.
- F. The District shall indemnify the County and hold the County harmless for any claims asserted against the County by OCPF for the District's work for the Project within the Conservation Easement area.

4. ENVIRONMENTAL REVIEW

As part of the Project, IRWD prepared an Environmental Impact Report ("**EIR**"), which its Board of Directors approved on November 10, 2025. As it relates to the County, there are two types of takes that were tracked and accounted for separately by IRWD. The two takes are summarized below.

4.1 Environmental Take on County Property for IRWD's Project

- A. The Project will require the temporary and permanent removal of sensitive habitat as identified in the EIR. IRWD and the County are participating landowners in the Natural Community Conservation Plan/Habitat Conservation Plan ("**NCCP/HCP**") and each have

allotted Incidental Take Credits, which can be used to offset project impacts to covered habitat types.

- B. Vegetation impacts resulting from the Project that occur on County property within NCCP/HCP areas will not be deducted from the County's take credit reserve. IRWD shall be responsible for mitigating all Project-related impacts through one or more of the following of 1) use of IRWD's NCCP/HCP take credit allocation; 2) restoration of areas temporarily impacted; and/or 3) restoration of habitat at an on-site or off-site location(s) as approved by the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife ("**Resource Agencies**").
- C. The County shall not be obligated to provide County-owned property for habitat mitigation purposes, including those which may be required by OCPF for impacts to the Conservation Easement. If IRWD is unable to meet its mitigation responsibilities using IRWD's property, the Parties may meet and confer regarding the potential use of County property. Any use of County-owned property for mitigation shall require prior written approval from the County, which shall retain full discretion regarding the use of County property for IRWD's habitat mitigation.
- D. IRWD shall be responsible for all costs associated with mitigation ratios, preparation of mitigation plans, coordination with Resource Agencies, and fulfillment of EIR commitments. IRWD shall comply with all requirements of state and federal law and any requirements imposed by the Resource Agencies.
- E. As described in the certified EIR, vegetation impacts on County lands that require mitigation for the Project are summarized in Table 1. The figures included in Table 1 are approximate and based on IRWD's most recent analyses. IRWD shall work with the Resource Agencies to reconcile and confirm the final habitat impacts upon completion of the Project.
- F. The Project will result in permanent and temporary impacts to "jurisdictional resources" on County property, defined as resources or features that are subject to the jurisdiction of the Resource Agencies, including Waters of the United States, waters of the State, and resources under the regulatory authority of the California Department of Fish and Wildlife. IRWD shall obtain all required regulatory permits prior to performing work within jurisdictional areas and shall compensate for impacts to jurisdictional features including the County lands. Further, IRWD agrees to indemnify and hold harmless the County for any enforcement actions taken by any of the Resource Agencies or

conservation easement holders with regard to habitat impacts or mitigation activities related to the Project.

- G. Jurisdictional resource impacts on County lands requiring mitigation for the Project are summarized in Table 2. Final mitigation will be subject to approval by the Resource Agencies and reconciled following completion of the Project.

4.2 Potential Environmental Impacts on County Property for OCWR's Relocation of SCE's Overhead Powerline

As described above, the Project includes relocating overhead SCE powerlines for the County's benefit. The environmental impacts associated with this work are included in the EIR for the Project, tracked separately, and the take will come from the County's NCCP/HCP take credit reserve via OCWR take credit allocation. The County will be responsible for any impacts to jurisdictional features related to relocating overhead SCE. In consideration for the County's cooperation to effectuate this Agreement, IRWD will bear the County's costs associated with studying and reporting the environmental impacts of the relocation, including the preparation of the EIR. All Project activities will be planned, implemented, and maintained in a manner that attempts to avoid habitat impacts where feasible and, when impacts must occur, to seek and utilize techniques and methods that minimize impacts to habitat. Project activities shall utilize County Best Management Practices (BMPs) appropriate for the areas being impacted.

5. DESIGN & CONSTRUCTION COST ALLOCATION

In general, all Project Costs will be borne by IRWD unless the Parties agree otherwise in writing. This Section outlines particular Project costs to be allocated as described below. Costs associated with certain portions of the Project will be allocated among the Parties as follows:

5.1 Construction of SCE Access Road Improvements for SCE Relocation

SCE has requested that gravel be placed on the existing dirt access road that leads to OCWR's monitoring well, Monitoring Well MW-11, which will serve as the access road for SCE's new utility pole that supports overhead utilities that serve OCWR. OCWR shall be responsible for meeting all SCE requirements for the access road, and for maintaining the road after the improvements are completed as further described in Section 5.2.

5.2 SCE Design & Construction Costs

The SCE design, construction, and coordination costs associated with relocating the overhead powerlines that feed OCWR will be initially paid for by IRWD and OCWR will reimburse IRWD. OCWR shall remit

payment to IRWD within 30 days of receipt of a written invoice detailing the relevant SCE design, construction, and coordination costs.

The District will be responsible for coordination costs associated with the SCE design and construction improvements serving the OCWR property and Reservoir Property. The District will lead the design, OCWR will review and approve the design before final approval by IRWD.

If SCE invoices OCWR directly for all the design and construction costs of the overhead powerline relocation that feeds Santiago Landfill, then this section of the agreement will not apply.

6. POST-PROJECT MAINTENANCE

In general, all Project elements constructed by IRWD will be maintained IRWD unless the Parties agree otherwise in writing. This Section outlines particular maintenance obligations as described below.

6.1 County Maintenance of Storm Drain Channel on Reservoir Property

As further described in the Drainage Easement described in Section 2.4(C), the OCWR 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, IRWD 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.

6.2 OCWR Maintenance of Access Road to SCE's Utility Pole

SCE has requested that gravel be placed on the existing dirt access road that leads to OCWR's monitoring well, Monitoring Well MW-11, which will serve as the access road for SCE's new utility pole that supports overhead utilities that serve OCWR. OCWR shall be responsible for meeting all SCE requirements for the access road, and for maintaining the road after the improvements are completed.

7. COST REIMBURSEMENT PROCEDURES

Within ninety days after execution of this Agreement, IRWD shall remit payment to County for the property rights, as outlined more fully in Table 3. If a Party disputes a charge, the Parties shall meet and confer to resolve the dispute.

8. TERMINATION

Each Party may terminate this Agreement for another Party's default in the performance of responsibilities or material breach of any of the provisions of this Agreement by delivering a notice in writing to the affected Party specifying the reason for the termination. The Party in default or breach will have the right to cure the default or breach within a thirty (30) day period of the non-defaulting party's written notice of the default. If the Party in default or breach cures such default or breach within the thirty (30) day period, each Parties' election to terminate will be deemed revoked and of no further force and effect as to that particular default or breach.

9. MISCELLANEOUS PROVISIONS

- 9.1 Indemnification; Hold Harmless. Each Party shall indemnify, defend with counsel approved in writing, save and hold harmless the other Parties and each of their elected officials, officers, directors, agents and employees from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description to which they may be subjected arising out of any act or omission of, the Party's employees, representatives, agents and independent contractors in connection with the rights, responsibilities, duties and obligations found in this Agreement. The Parties' responsibilities, duties and obligations under this Section shall survive termination or expiration of this Agreement.
- 9.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of any Party's interest in this Agreement shall be made without the written consent of the other Parties.
- 9.3 Entirety; Amendments. This Agreement, including any attachments incorporated herein and made applicable by reference and the recitals above, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between the Parties and supersedes all prior representations, understandings, and communications regarding acquisition of easements for the Project. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein. No alteration or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.
- 9.4 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

- 9.5 Notices. Any notice, demand or other communication to be given by any Party to the others hereunder must 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 IRWD 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
 Attention: Director, OC Parks

And

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

With a copy to:

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

Any such notice will be deemed to have been received upon delivery or, if mailed, 48 hours after deposit in the mail as aforesaid. Any Party may change the address where it desires to receive notice upon giving written notice of such request to the other Parties.

- 9.6 Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.
- 9.7 Circumstances Which Excuse Performance. If any Party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure standard materials, failure of power, restrictive governmental

laws, regulations or orders or governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations which is not the result of the action or inaction of the Party claiming such delay), riots, civil unrest or insurrection, war, terrorism, bioterrorism, pandemic or epidemic, fire, earthquake, flood or other natural disaster, unusual and unforeseeable delay which results from an interruption of any public utilities (*e.g.*, electricity, gas, water, telephone) or other unusual and unforeseeable delay not within reasonable control of the Party delayed in performing work or doing acts required under the provisions of this Agreement (collectively, “**Force Majeure**”), then performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- 9.8 Breach. The failure of any Party to comply with any of the terms and conditions of this Agreement shall be a material breach of this Agreement.
- 9.9 Binding Obligation. The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes a legally binding obligation of their respective organization or entity enforceable in accordance with its terms.
- 9.10 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create any third-party beneficiary hereunder. The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party. The duties, obligations and responsibilities of the Parties with respect to such third parties shall remain as imposed by law.
- 9.11 Governing Law & Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, 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.
- 9.12 Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile signatures will be permitted.
- 9.13 Execution. Each Party represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of such Party’s governing board, and the person executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

9.14 Exhibits. This Agreement includes the following Exhibits, which are attached hereto and made a part hereof:

Table 1: Summary of Vegetation Impacts on County Lands that Require Mitigation

Table 2: Summary of Jurisdictional Impacts on County Lands that Require Mitigation

Table 3: Summary of Overall Cost Allocation

Exhibit 1: Easement Requirements for Santiago Creek Dam Project (Maps)

Exhibit 2: Form of Easements:

- 2.A Access Easement
- 2.B Vehicular Access Easement Across Landfill
- 2.C Drainage Easement for County
- 2.D Slope and Rock Anchor Wall Easement
- 2.E Irvine Lake Pipeline Easement Amendment
- 2.F Spillway Easement
- 2.G Temporary Construction and Access Easement
- 2.H Vehicular Access Easement to Inlet/Outlet Structure for IRWD
- 2.I Embankment Easement for IRWD
- 2.J Electrical Easement (County to SCE)
- 2.K Electrical Easement (IRWD to SCE)
- 2.L Reciprocal Access Easement Near Boat House
- 2.M Well Project License Agreement

Exhibit 3: Letter Agreement dated June 19, 2026

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first above written.

IRVINE RANCH WATER DISTRICT

By: _____
Paul A. Cook
General Manager

By: _____
Kristine Swan
Secretary

APPROVED AS TO FORM:

By: _____
Claire Hervey Collins
District Counsel

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

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

APPROVED AS TO FORM:

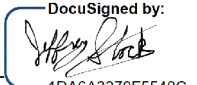
By: _____

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Deputy County Counsel
County of Orange, California

Table 1
Summary of Vegetation Impacts on County Lands that Require Mitigation

Vegetation Types	Gray and Bramlet Vegetation Code	Permanent Impact (acres) County	Temporary Impact (acres) County	Total Permanent/ Temporary (acres) County	Temporary Impact for SCE Realignment^a (acres) County
Coastal Sage Scrub					
Sagebrush Scrub	2.3.6	0.35	3.06	3.41	0.09
Disturbed Sagebrush Scrub	2.3.6	0.88	0.36	1.24	0.01
Disturbed Floodplain Sage Scrub	2.6	0.08	0.10	0.18	0.00
<i>Subtotal Coastal Sage Scrub</i>		1.31	3.52	4.83	0.10
Riparian (mitigation is based on Jurisdiction, see Table 2)					
Mulefat Scrub	7.3	0.50	0.46	0.96	0.00
<i>Subtotal Riparian</i>		0.50	0.46	0.96	0.00
^a SCE Easement shows the additional area outside the permanent/temporary impact areas.					

Table 2
Summary of Jurisdictional Impacts on County Lands that Require Mitigation

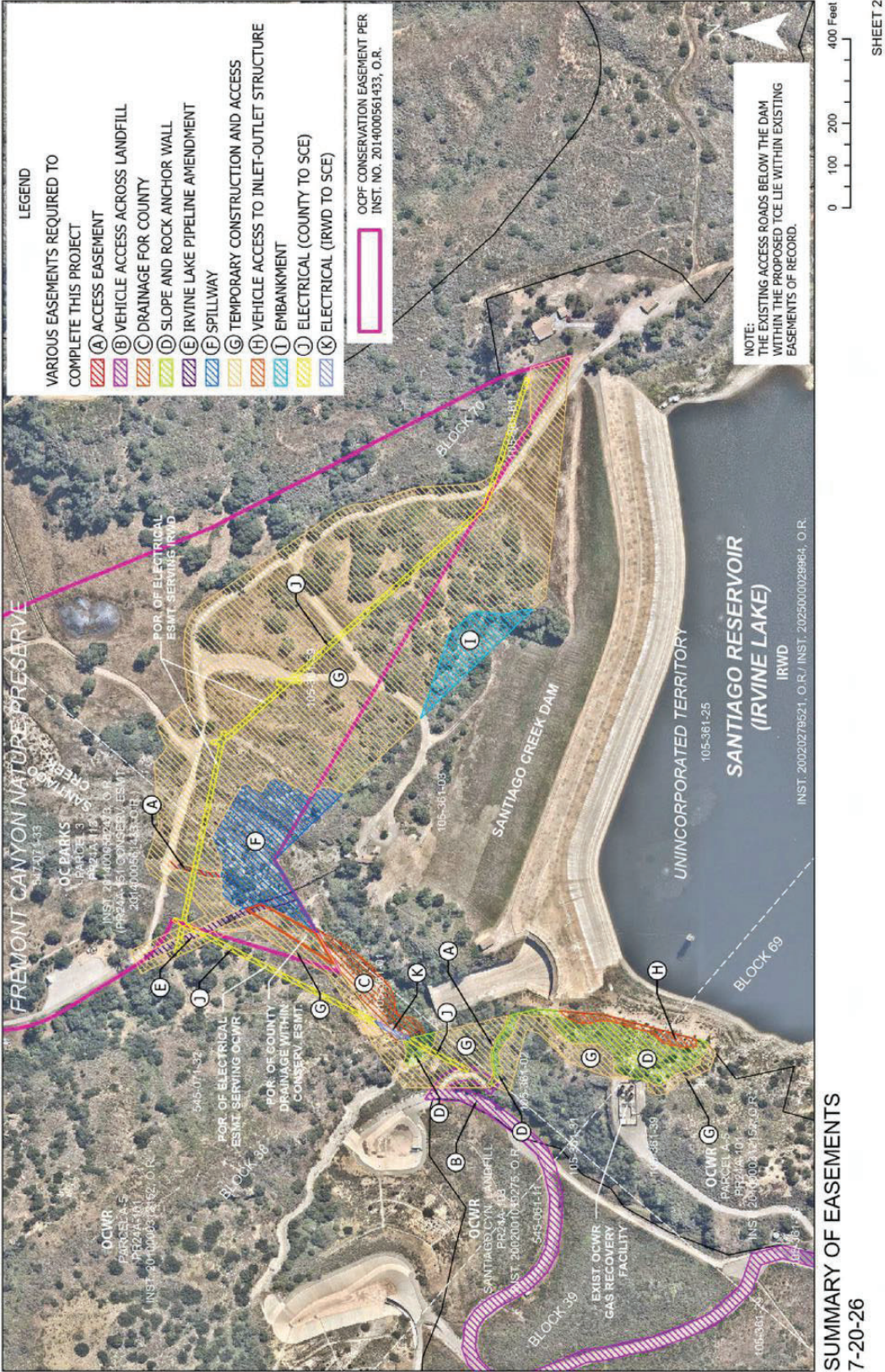
Jurisdiction	Permanent (acres) County	Temporary (acres) County	Total Permanent/ Temporary Impact (acres) County	Temporary Impact for SCE Realignment^a (acres) County
USACE WOTUS	0.47	0.34	0.81	0.01
RWCQB Waters of the State	0.47	0.34	0.81	0.01
CDFW Jurisdictional Resources	0.73	0.64	1.37	0.02
^a SCE Easement shows the additional area outside the permanent/temporary impact areas.				

Table 3: Summary of Overall Cost Allocation						
Agreement Section	Description	APN	Grantee / Responsible Party	Mechanism for Determining Cost	Cost³	Payment Schedule
2.4A	Access Easement	105-361-02, 545-061-30, 545-071-18, 545-071-33	IRWD	Appraisal	\$518	Upon Executing Agreement
2.4B	Vehicular Access Easement Across Landfill	Multiple (see Easement)	IRWD	Appraisal	\$41,304	n/a
2.4C	Drainage Easement for County	105-361-01, -03	OCWR	Appraisal	\$1,046	Upon Executing Agreement
2.4D	Slope and Rock Anchor Wall Easement	105-361-02; 105-361-31; 105-361-39	IRWD	Appraisal	\$2,174	Upon Executing Agreement
2.4E	Irvine Lake Pipeline Easement Amendment	545-071-18, 547-071-32, 547-071-33	IRWD	Appraisal	\$1,067	Upon Executing Agreement
2.4F	Spillway Easement	105-361-59, 545-071-18, 545-071-33	IRWD	Appraisal	\$13,119	Upon Executing Agreement
2.4G	Temporary Construction and Access Easement	Multiple (see TCE)	IRWD	Appraisal	\$72,588	Upon Executing Agreement
2.4H	Vehicular Access Easement to Inlet/Outlet Structure	105-361-02 and -39	IRWD	Appraisal	\$947	Upon Executing Agreement
2.4I	Embankment Easement	105-361-59	IRWD	Appraisal	\$3,241	Upon Executing Agreement
2.4J	Electrical Easements (County to SCE)	547-071-32	OCWR	Appraisal	\$2,853	Upon Agreement with SCE
2.4K	Electrical Easements (IRWD to SCE)	105-361-01	IRWD	Appraisal	\$86	Upon Agreement with SCE
2.4L	Reciprocal Access Easements Near Boathouse		IRWD/County	Comps to vehicular access	\$0	Upon Executing Agreement
2.4M	Well Project License Agreement		IRWD	n/a	\$0	n/a
3.2	Environmental Impact costs for SCE relocation to OCWR		OCWR	Consultant Estimate	\$0	Upon Executing Agreement
4.1	SCE access road improvements to power pole near OCWR MW-11		OCWR	n/a	TBD	Completed by OCWR
4.2	SCE design and construction costs for service relocation to OCWR		OCWR	SCE Invoice	TBD	Upon receipt of SCE invoice

³ Appraised values as of April, 2026.

Easement Requirements for Santiago Creek Dam Project (3 Overview Exhibits)





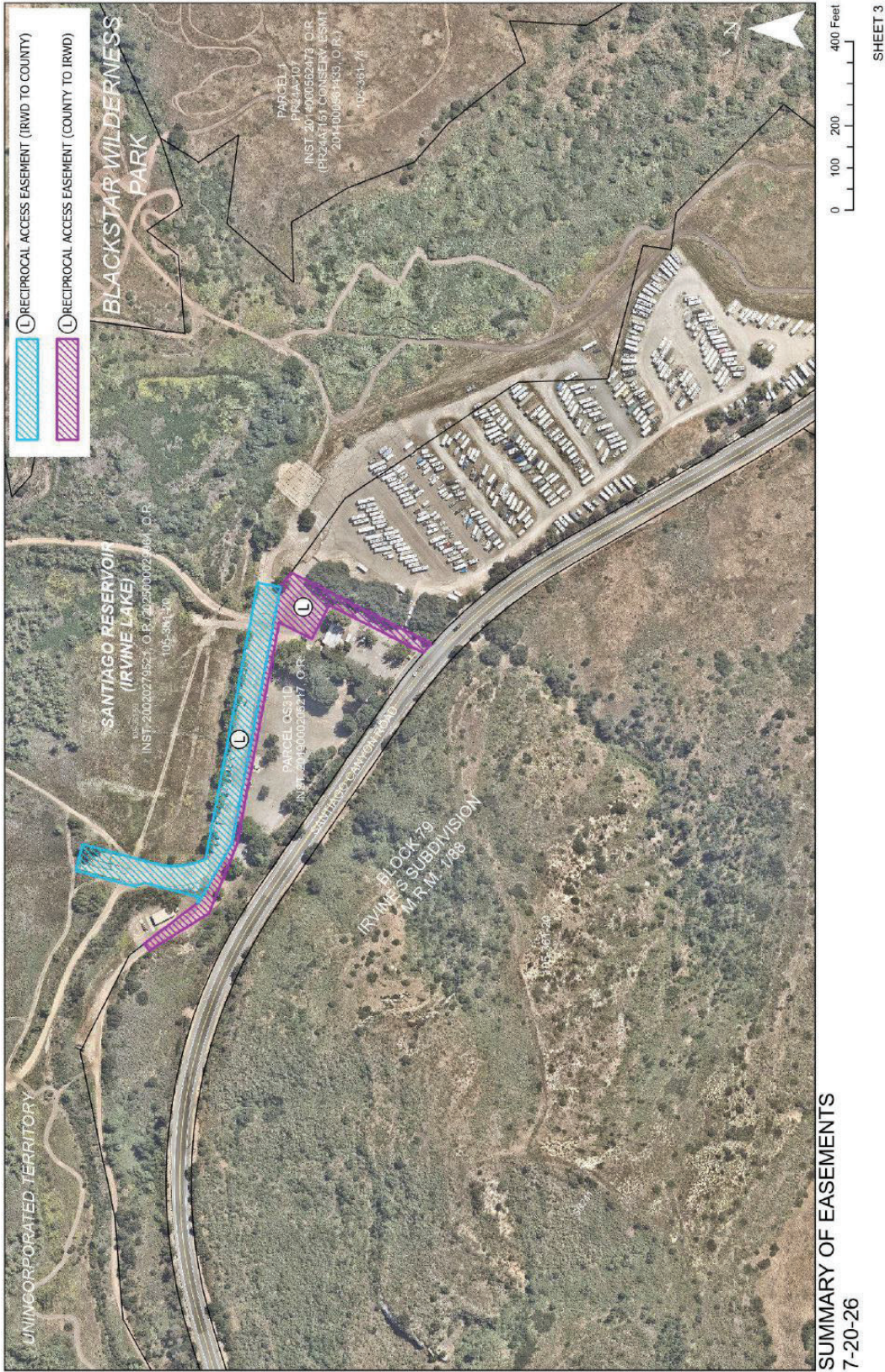


EXHIBIT 2
Form of Real Estate Documents