

**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

Assessor's Parcel No. 105-361-59, 545-071-18, 545-071-33

(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  
(Irvine Lake Spillway - Facility PR24A, Parcel No. 164)**

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 ("**IRWD**" or the "**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 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**"). The Parties intend by this Easement Agreement to provide for IRWD's permanent installation and maintenance of the spillway structure on the County's Property, as described and depicted respectively in Exhibits A and B.

The Parties therefore agree as follows:

1.     Grant of Easement. County hereby grants to the District, its invitees, employees, agents, and contractors a perpetual, non-exclusive easement and right-of-way solely for the installation, operation, maintenance, repair, and replacement of the concrete dam spillway and associated facilities, and for access reasonably necessary for those purposes (the "**Easement**"). This easement shall include, but not by way of limitation, the right to construct, reconstruct,

remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use the hereinafter described property for these purposes, together with incidental appurtenances and connections, reasonably necessary for the operation of the spillway, in, over, under, upon, along, through and across the real property described in **Exhibit “A”** and depicted in **Exhibit “B”**, which exhibits are attached hereto and made a part hereof (the “**Easement Area**”), as necessary in connection with the use, operation and maintenance of the spillway facilities lying within the Easement Area. This easement shall also include the right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, improve, enter upon, and otherwise use parallel or any other facilities or appurtenances of the same general type and purpose as the originally installed facilities within the Easement Area, provided that any material expansion, modification, or addition of new structures shall require the prior written approval of the County. 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. 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 IA, NCCP/MSAA/HCP, and Program have provisions that may affect and restrict the use of the Easement Area.

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. The District agrees to notify the County and United States Fish and Wildlife Service (USFW) thirty (30) days prior to commencement of Spillway 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 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. 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 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, including any applicable

Conservation Easements and Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) requirements and constraints affecting the Easement Area.

4. Non-Exclusive Rights. The District's use of the Easement Area will be non-exclusive, and 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.

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. Compliance with Law. The District will be responsible for complying with all laws, ordinances, and regulations with respect to its use of the Easement, including all applicable environmental laws, permit requirements, and regulatory obligations, and shall be solely responsible, at its sole costs and expense, for any mitigation, restoration, or compliance actions required as a result of its activities within the Easement Area.

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 shall be managed in compliance with the OCPF 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. Damage and Repairs.

a. 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 or better condition that existed prior to the damage to the satisfaction of the County; 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. In the event of any structural failure, erosion, sedimentation, or other emergency condition associated with the spillway, the District shall notify the County and take all necessary actions to stabilize, repair, and remediate any resulting damage. 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.

9. Failure to Perform. To the extent that the repair of any District's damage is not completed by the District to the satisfaction of the County 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 6 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.

10. 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 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, 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, including any Claims arising from the spillway failure, leakage, or environmental impact, and any regulatory enforcement actions associated therewith; 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. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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:  
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. 164**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being that portion 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 Parcel 3 (PR24A-113) as described in that certain Gift Deed recorded December 29, 2014 as Instrument No. 2014000562473 of Official Records, both in the Office of the County Recorder of said County being further described as follows:

**BEGINNING** at the northwesterly terminus of that certain course in the general northeasterly line of Irvine Lake (also known as Santiago Reservoir) described as having a bearing and distance of South 44°07'46" East 892.62 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 South 44°07'46" East 226.75 feet;

Thence leaving said general northeasterly line North 20°00'00" East 34.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 34.00 feet;

Thence northerly and westerly along said curve through a central angle of 82°00'00" an arc distance of 48.66 feet;

Thence tangent to said curve North 62°00'00" West 3.00 feet;

Thence North 28°00'00" East 83.00 feet to the beginning of a tangent curve concave westerly and having a radius of 25.00 feet;

Thence northerly and westerly along said curve through a central angle of 88°00'00" an arc distance of 38.40 feet;

Thence tangent from said curve North 60°00'00" West 23.50 feet;

Thence North 30°00'00" East 37.00 feet to the beginning of a tangent curve concave westerly and having a radius of 12.50 feet;

Thence northerly and westerly through a central angle of 90°00'00" an arc distance of 19.63 feet;

Thence tangent to said curve North 60°00'00" West 140.44 feet;

Thence South 67°30'00" West 63.43 feet;

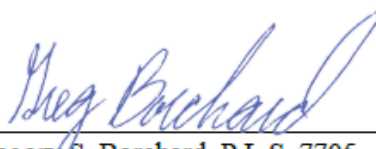
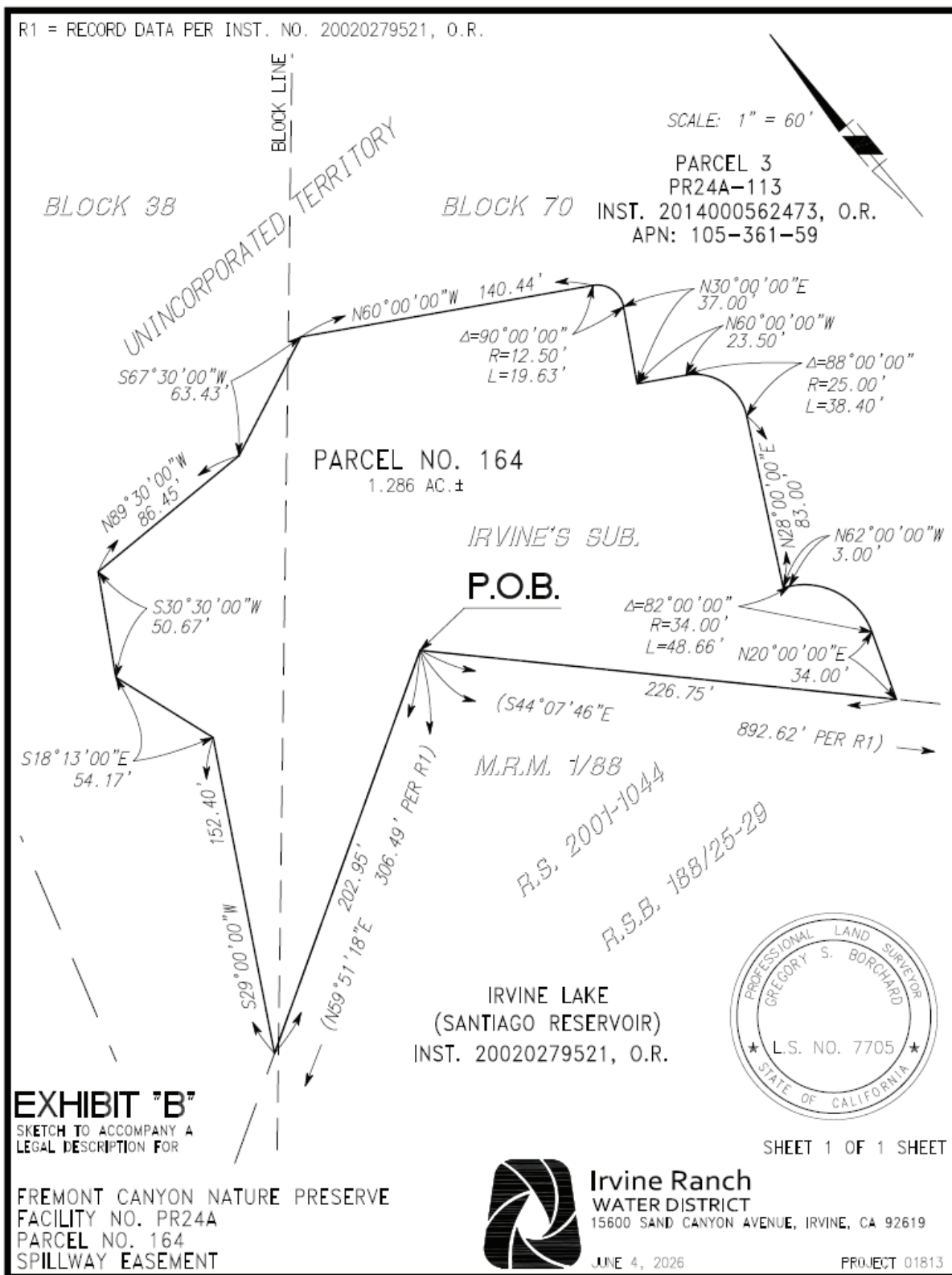
1  
2 Thence North 89°30'00" West 86.45 feet;  
3  
4 Thence South 30°30'00" West 50.67 feet;  
5  
6 Thence South 18°13'00" East 54.17 feet;  
7  
8 Thence South 29°00'00" West 152.40 feet to a point on that certain course in the general  
9 northwesterly line of said Irvine Lake described in said Grant Deed as having a bearing  
10 and distance of North 59°51'18" East 306.49 feet;  
11  
12 Thence along said general northwesterly line North 59°51'18" East 202.95 feet to the  
13 **POINT OF BEGINNING.**  
14  
15 **CONTAINING:** 1.286 acres, more or less.  
16  
17 **SUBJECT TO:** Covenants, conditions, reservations, restrictions, rights-of-way, and  
18 easements of record, if any.  
19  
20 **EXHIBIT "B"** attached hereto and by this reference made a part hereof.  
21  
22 Prepared by me or under my direction:  
  
24 **Dated:** June 4, 2026  
25  
26  
27   
28  
29  
30 Gregory S. Borchard, P.L.S. 7705  
31 License expires December 31, 2026



**EXHIBIT B**



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Easement Agreement (Irvine Lake Spillway) 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: \_\_\_\_\_