

**ORANGE COUNTY PARKS COMMISSION**

**STAFF REPORT**

**FROM:** Tom Starnes, Director, OC Parks

**DATE:** January 6, 2022

**SUBJECT:** Real Estate Instruments Pertaining to Easements and Recreation Rights at Irvine Lake

On November 6, 2014, your Commission recommended and subsequently, on November 18, 2014, the Board of Supervisors (“Board”) approved the acceptance of a donation of 2,500 acres of open space land in the east Orange County area from The Irvine Company LLC (“TIC”). As part of that donation, the Board also approved an Irrevocable Offer of Dedication (“IOD”) from TIC to the County, which included, among other things, the conveyance of two segments of the Blue Diamond Haul Road (see pink segments identified as “Access Road Parcel” on Attachment A). The IOD contained several conditions, including stipulations related to future access easements to be granted to Irvine Ranch Water District (“IRWD”) and Serrano Water District (“SWD”) over the Access Road Parcel in exchange for an easement to the County over the Gap Access Easement area (see yellow segment identified as “Gap Access Easement” on Attachment A). While TIC subsequently abandoned its offers in the IOD, the County, TIC, and the water districts continued to negotiate various rights previously offered in the IOD and reached agreements on particular rights.

On August 27, 2019, the Board accepted fee title to the Access Road Parcel and approved an Assignment and Assumption Agreement (“Assignment”), transferring to the County all of TIC’s rights and obligations under a Reciprocal License Agreement dated March 17, 1995 and some of TIC’s obligations pursuant to a 2003 MOU between TIC and the water districts. Per the terms of this transaction: 1) the County is responsible for conveying access easements to SWD and IRWD over the Access Road Parcel now owned by the County (pink segments of “Access Road Parcel” on Attachment A), and 2) the water districts are responsible for conveying an easement to the County over a dry section on the eastern side of Irvine Lake owned by the water districts (yellow “Gap Access Easement” segment in Attachment A).

As contemplated in the 2014 Board action, the County now proposes to accept the Gap Access Easement from IRWD and SWD and to grant Access and Utility Easements over both segments of the Access Road Parcel to IRWD and SWD, thus allowing all parties access to the length of Blue Diamond Haul Road.

In furtherance of conveying other rights to the County as previously anticipated pursuant to the IOD, the County, TIC, IRWD, and SWD will enter into an Umbrella Agreement that describes the transfer of the remainder of rights previously offered in the original IOD. There are several historical agreements among TIC, IRWD, and SWD, which will be terminated via the Termination Agreement.

Currently, TIC owns 75% of the recreation rights to Irvine Lake and SWD owns the other 25%. The County, TIC, IRWD and SWD, will also enter into a new agreement ("Assignment Agreement for the Transfer of Recreation Rights and Consents of Irvine Ranch Water District and Serrano Water District to Such Transfer") to transfer TIC's interest in the Irvine Lake recreation rights to the County. The transfer of these rights will facilitate recreation at Irvine Lake through the County, with agreement by SWD. Currently, through an annual license agreement between the County, IRWD, and SWD, public shoreline fishing is allowed at Irvine Lake along the west and east shores. With the transfer of TIC's recreational rights to the County, the County and water districts will negotiate towards a possible expansion of recreational rights beyond the current fishing license activities.

**RECOMMENDED ACTION:**

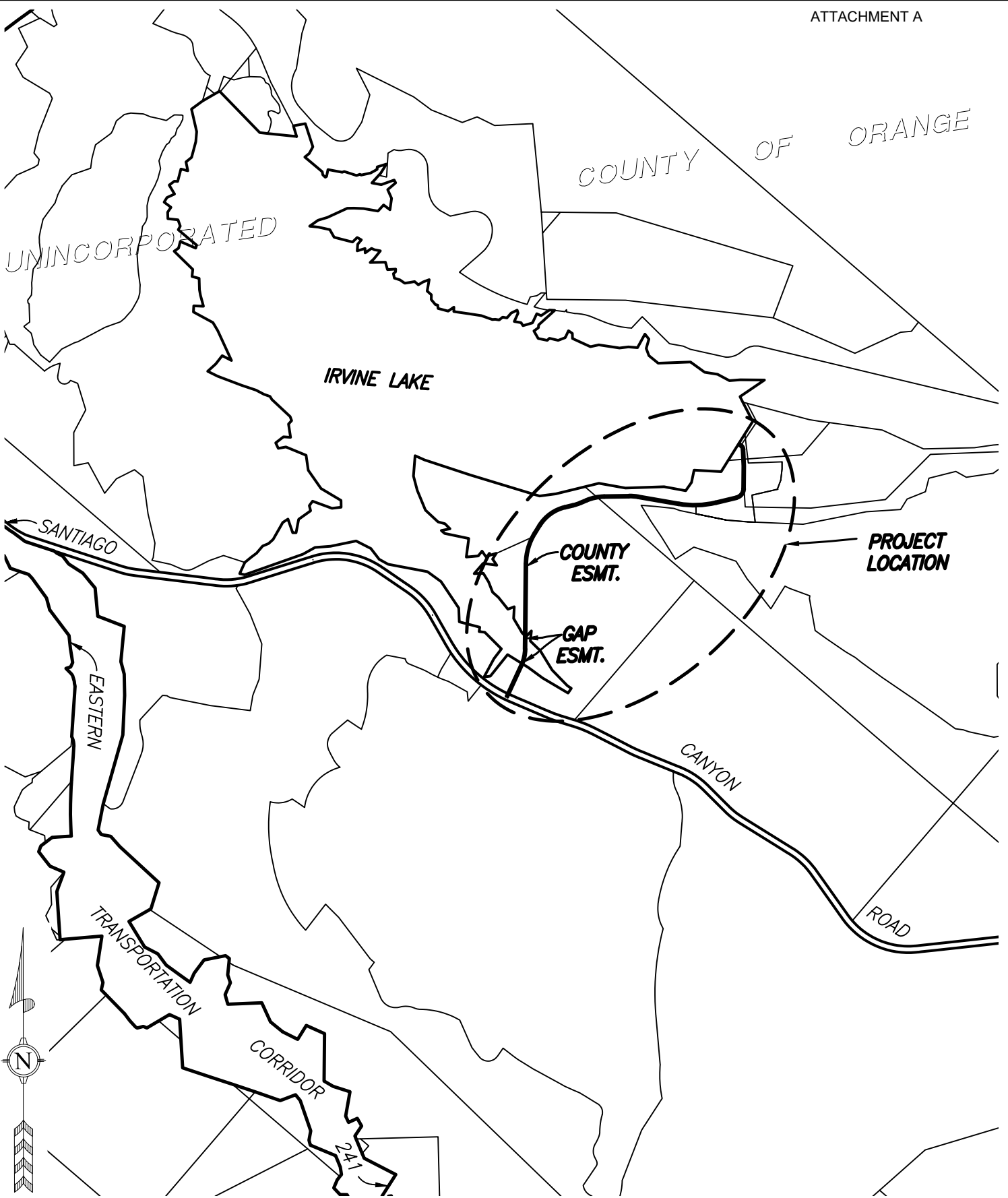
Receive and file.



Tom Starnes

**ATTACHMENT(S):**

- Attachment A — Location Maps
- Attachment B — Draft County GAP Easement Agreement
- Attachment C — Draft Irvine Ranch Water District Access Easement
- Attachment D — Draft Serrano Water District Access Easement
- Attachment E — Draft Irvine Lake Property and Recreational Rights Umbrella Agreement
- Attachment F — Draft Termination Agreement
- Attachment G — Draft Assignment Agreement for the Transfer of Recreation Rights and Consents of Irvine Ranch Water District and Serrano Water District to Such Transfer
- Attachment H — Draft Declaration of Covenants and Restrictions and Termination of Reversionary Rights



OC PUBLIC WORKS  
 OC SURVEY  
 RIGHT-OF-WAY SERVICES

ROW ID NO. 2021-040

SCALE: 1" = 2000'

LOCATION MAP

SHEET 1 OF 1

PROJECT: IRVINE LAKE EXCHANGE ACCESS EASEMENTS

PREPARED BY:  
 MAL P.

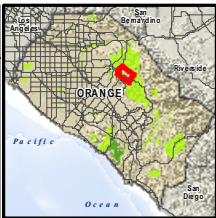


**DESIGNED AND PRODUCED BY:**  
 OCCR  
 OC Parks GIS  
 Albert Lucero

**DATA SOURCE:**  
 - Geomatics Land Information Systems Division - Eagle Aerial 2018

The County of Orange and OCCR/OC Parks/GIS/LIS make no representation or warranties regarding the registration or accuracy of the data from which this map was derived. Neither the County nor OCCR/OC Parks/GIS/LIS shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

**DATE:** July 23, 2019



0 800 1,600 Feet

-  Gap Access Easement
-  Access Road Parcel
-  County-Owned Property



Location Map

**RECORDED REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

**WITH CONFORMED COPIES TO:**

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, California 92619-7000  
Attention: Leslie A. Bonkowski, Secretary

and to:

Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attn: General Manager

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Assessor's Parcel No. \_\_\_\_\_ (Space above line for Recorder's use only)  
Exempt from Filing Fees per Gov. C. 6103

**EASEMENT AGREEMENT  
(Access Road at Santiago Reservoir)**

This Easement Agreement ("**Agreement**") is effective as of the date of its recordation in the Official Records of Orange County, California ("**Effective Date**"), and is between SERRANO WATER DISTRICT, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* ("**SWD**"), IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code ("**IRWD**") (individually and together, "**Districts**"), and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**").

A. The Districts own fee title to that certain dam and reservoir facility commonly known as "Irvine Lake" or the "Santiago Canyon Reservoir" (the "**Reservoir Property**") as described in Exhibit A and depicted in Exhibit B. County owns property adjacent to and surrounding the Reservoir (the "**County's Property**").

B. Pursuant to that certain *Assignment and Assumption Agreement* between The Irvine Company and County dated August 27, 2019 and recorded in the official records of the County of Orange as OR # 2019000330638, September 4, 2019 , The Irvine Company granted to County all right, title and interest to two segments of a paved access road that upon acceptance became a part of the County's Property. The County's two access road segments are separated by

a segment of road on Reservoir Property as described in Exhibit C and depicted in Exhibit D. County desires to obtain easements for the County and public for (a) access on, over, and across the road segment on the Districts' Reservoir Property; and (b) hiking and biking trail uses within the fifteen (15) foot wide portion of the Reservoir Property adjacent to the east side of the access road segment.

C. As contemplated by a *"Memorandum of Understanding - Irvine Lake"* dated April 30, 2003 between the Districts and The Irvine Company, the Districts intend by this Agreement to convey to the County the above-described easements for use by the County and the general public in exchange for reciprocal access easements for the Districts across the County's two segments of access road.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

a. The Districts hereby grant to the County a non-exclusive easement (the "**Road Easement**") on, over, and across that certain portion of the Reservoir Property described on Exhibit C and depicted on Exhibit D (the "**Road Easement Area**") for the purpose of: (i) vehicular and pedestrian ingress and egress to County's Property on each side of the Easement Area for use by County and the general public, and (ii) constructing or improving the road over the Road Easement Area (the "**Roadway**").

b. The Districts hereby grant to the County a non-exclusive easement (the "**Trail Easement**") on, over, under and across the fifteen (15) foot wide portion of the land adjacent to the east side of the Road Easement Area (the "**Trail Easement Area**") for the purpose of installation, operation, maintenance, repair and replacement of a hiking and biking trail (the "**Trail**"). The Road Easement and the Trail Easement are sometimes referred to together herein as the "**Easements**," and the Road Easement Area and the Trail Easement Area are sometimes referred to together herein as the "**Easement Area**."

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

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

4. Appurtenant to County's Property. The Easements are appurtenant to and benefit the County's Property.

5. Construction or Improvement of Roadway. County may construct or improve a Roadway on the Road Easement Area and the Trail on the Trail Easement Area, subject to compliance with the following requirements:

a. All construction must be in accordance with all applicable requirements of any governmental authorities having jurisdiction (the "**Governing Agencies**").

b. All construction must: (i) comply with the plans for same approved by the Governing Agencies; and (ii) be performed in a manner so that sediment erosion and other pollutant drainage into the Reservoir does not exceed amounts permissible under: (a) law, (b) agreements between the parties to this Agreement, and (c) permits issued by Governing Agencies in connection with construction of the Roadway and the Trail improvements.

c. All materials and equipment used in the construction work must be stored or stockpiled solely on County's Property and the Easement Area and not within any other area of the Reservoir, unless otherwise done in accordance with the terms of this Easement Agreement or with prior written permission from IRWD or SWD.

d. Districts will not have any responsibility or obligation whatsoever for construction of the Roadway improvements or the Trail improvements, and all responsibility for the funding and the performance of such work will rest solely with County.

e. County shall obtain, at its own expense, all necessary permits and authorizations from the Governing Agencies related to construction of the Roadway and the Trail improvements, although Districts shall cooperate in signing permit applications where signatures of the underlying landowner are required.

f. County shall notify Districts in writing not less than 30 calendar days prior to commencement of construction of any improvements within the Easement Area, and Districts shall have the right to post notices of non-responsibility adjacent to the Easement Area in locations that do not unreasonably interfere with County's work on the Roadway and Trail improvements. Upon completion of the work, County shall promptly record a notice of completion with the County Recorder of Orange County and shall pay all claims for labor and material incurred with respect to the work activities of County hereunder that could become a lien upon the Easement Area or the Reservoir.

g. During the course of construction of the Roadway and the Trail improvements, County may enter and use that portion of the Reservoir Property that is adjacent to and within twenty-five (25) feet of the Easement Area (the "**Adjacent Work Area**") as necessary to construct, including staging, those improvements. County's exercise of the right in this Subsection (g) is subject to all restrictions contained in this Agreement with respect to construction on and use of the Easement Area, and is further subject to the express limitation that County enter and use the Adjacent Work Area from the Easement Area only and not across the Reservoir from any other direction, and that the County comply with all environmental and other laws and regulations, for which the County shall have sole responsibility for compliance. Upon completion of the Roadway, County shall restore any portion of the Adjacent Work Area so used

by County, so far as is practical, to the same condition in which it was prior to the construction activity, after which County's temporary rights to use the Adjacent Work Area shall terminate.

h. If County damages any portion of the Easement Area or any other Reservoir Property during County's construction activities, County shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage.

i. County shall not cause any liens of any kind to be filed against the Easement Area or any portion of the Reservoir as a result of the County's construction of the Roadway and Trail improvements. If any such lien is filed, County shall, at its sole cost and expense, take such actions as are necessary to cause the lien to be satisfied and discharged or to cause such lien to be removed of record.

j. The parties hereto recognize that the County's use of the Road Easement Area and is for the purposes of access of cars and light trucks, as well as pedestrian, bike and equestrian access, as permitted per County park guidelines. Therefore, County shall maintain the Road 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 that the Districts require a more intense (*i.e.*, large trucks or equipment) use of the Road Easement Area than as maintained by the County, the Districts shall be responsible for any necessary additional improvement of the Road Easement Area to meet their needs.

k. To the maximum extent practicable while using the Easement Area, the County will take measures to prevent pollutants caused by equestrian use from entering the water of Irvine Lake by adhering to Best Management Practices ("BMP") that meet or exceed any applicable local, state, or federal clean water requirements. Such BMPs will include practices intended to minimize impact to the districts' Water Quality Management Plan ("WQMP") and may include, but not be limited to: restricting equestrian access and related activities in a manner to minimize contact with areas adjacent to and over Irvine Lake; requiring immediate horse waste removal by equestrian users; providing signage and maps to clearly designate areas approved for equestrian uses; and requiring the use of manure bags on horses within certain areas. The Parties shall coordinate with each other, on an as-needed basis, to update or modify these BMPs.

6. Maintenance and Repairs. All maintenance and repairs of the Easement Area and all construction of improvements by County shall be performed by County (to the standard set forth in Section 5(j) above) at no cost to the Districts unless such maintenance or repair is necessitated by the Districts' specific use or more intense use of the Easement Area. All maintenance and repairs shall be performed in such manner and at such intervals as shall be required to maintain the Easement Area in good condition and repair.

7. Term of Easements. The term of the Easements will be from the date of recordation of this Agreement in the Official Records of Orange County, California, until the first to occur of:

a. Use of the Easement Area for any purpose not expressly permitted herein or violation (including failure to perform) by County of any of its obligations contained herein



where such unpermitted use or violation is not cured within thirty (30) days of County's receipt of written notice thereof from Districts (or if such matter is not reasonably capable of cure within such period, County has not commenced such cure within such period and thereafter diligently pursued such cure to completion).

b. Cessation of use of the Easements by County for a period of one (1) year, unless County gives Districts written notice prior to the termination of such one (1) year period of the reason for such suspension of use and of County's intention to resume such use.

c. As to the Road Easement only, dedication of the Road Easement Area as a roadway that may be open to the public during park hours.

d. Relocation of road access to County's Property and of the Trail Easement so that access for such purposes over the Easement Area is no longer necessary, or grant of another private easement(s) to County that provides reasonable access to County's property from other public roadways or other segments of the hiking, biking and equestrian trail.

e. Relocation of the Easement Area as provided in Section 8 below.

Upon termination of the Easement(s) for any of the reasons provided above, County shall promptly execute and deliver to Districts, in recordable form, such quitclaims or releases as may be necessary to confirm or effect such termination and to relinquish any rights or claim of County to the portion of the Easement Area subject to the terminated Easement.

8. Relocation. In the event that County determines that either or both of the Road Easement Area and the Trail Easement Area must be relocated to accommodate the use of County's Property, then upon written request from County, Districts shall relocate or realign requested portion of the Easement Area to a location approved by Districts in order to accommodate such roadway and/or trail improvements serving County's Property, provided that all engineering and other customary costs related to such relocation will be at no cost to the Districts. In such event, Districts shall execute an easement for the new easement area, which grant of easement shall be in a form substantially similar to this Agreement, except for changes necessitated by the relocation or realignment. The relocation of either or both of the Road Easement Area and the Trail Easement Area as provided herein may be exercised as many times as County shall elect, provided that the costs thereof are borne by County.

9. Damage to Roadway or Trail Improvements by Districts. If the Districts damage any portion of the Roadway or Trail improvements constructed by County, Districts shall, at their respective 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, the responsible District shall, within thirty (30) business days of the damage, review its planned repair with County to confirm that such repair will be done to the reasonable specifications of County. If repair of any Districts damage is not completed by the responsible District within thirty (30) business days of that District's receipt of County's approval of that District's proposed repair plans (or if the damage is not capable of repair within such period, if that District has not commenced such repairs within such period and diligently thereafter completed such repairs), then County may perform such repair and the cost thereof shall be paid by the responsible

District within sixty (60) days of its receipt of County's invoice and backup documentation substantiating the work performed.

10. Indemnity. County shall defend, indemnify, protect and hold harmless Districts and all of their elected and appointed officials, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**Indemnitees**") from all losses, claims, liens, suits, costs, damages, expenses (including actual attorneys' fees and costs), liabilities and/or actions of any name, kind or description (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 County, its officers, directors, employees, invitees (including the general public), contractors, and agents, and the respective employees thereof; or (b) County's construction 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 Indemnitees or any of them. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein.

The Districts shall indemnify, defend, and hold County and any other person or entity controlling, controlled by or under common control with 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 Easement Area by the Districts, 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 Districts; 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.

The Parties' 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.

11. Controlling Law. This Agreement will 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 Agreement, including, without limitation, any litigation seeking legal, declaratory or other relief, the parties shall be responsible for their own costs and expenses.

13. Notices. Any notice, demand or other communication to be given by any party to the other 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 DISTRICTS: Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attention: General Manager

And to: 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

Any such notice will be deemed to have been given 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.

14. Language Construction. Headings at the beginning of any section of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. This Agreement will 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 will operate as a waiver thereof, nor will 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 will 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. Entire Agreement. This 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. Any oral representations or modifications concerning this document will be of no force or effect except a subsequent modification in writing, signed by the party to be charged.

*[Signature page to Easement Agreement on following page]*

~~10/27/21~~  
~~11/2/21~~  
~~11/15/21~~  
~~12/21/21~~

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**SERRANO WATER DISTRICT,**  
a political subdivision of the State of California

APPROVED AS TO FORM:

By: \_\_\_\_\_  
President & Director

By: \_\_\_\_\_  
Jeremy N. Jungreis  
General Counsel  
Serrano Water District

By: \_\_\_\_\_  
Jerry Vilander  
General Manager

**IRVINE RANCH WATER DISTRICT,**  
a political subdivision of the State of California

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paul A. Cook  
General Manager

By: \_\_\_\_\_  
Claire Hervey Collins  
District Counsel

By: \_\_\_\_\_  
Leslie Bonkowski  
Secretary

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas A. Miller

By: \_\_\_\_\_  
Michael A. Haubert  
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**EXHIBIT A****RESERVOIR PROPERTY  
“LAKE AND DAM” AND  
“FLATS”****LEGAL DESCRIPTION**

Those certain parcels of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 69, 70, 78 and 79 of Irvine’s Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being more particularly described as follows:

**“LAKE AND DAM”:**

Being that certain parcel of land described as Irvine Lake in that certain grant deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder.

**EXCEPTING THEREFROM** that portion of said Irvine Lake described as follows and hereinafter referred to as the **“FLATS”**:

**BEGINNING** at a point on the southeasterly line of said Irvine Lake being the northeasterly terminus of that certain course described in said deed as having a bearing and distance of South 32°05’59” West 917.93 feet; thence along the southeasterly and southerly line of said Irvine Lake the following courses: South 32°05’59” West 917.93 feet; thence North 86°38’06” West 418.44 feet; thence South 11°45’04” West 194.87 feet; thence South 35°19’28” West 157.49 feet; thence North 79°30’38” West 338.67 feet; thence South 88°04’40” West 598.06 feet; thence North 79°48’42” West 361.00 feet; thence leaving said southerly line of Irvine Lake North 79°00’00” East 229.00 feet; thence North 53°00’00” East 164.00 feet; thence North 4°30’00” West 298.00 feet; thence North 9°30’00” East 130.00 feet; thence North 16°00’00” East 83.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 200.00 feet; thence northeasterly and easterly along said curve through a central angle of 78°00’00” an arc distance of 272.27 feet; thence tangent from said curve South 86°00’00” East 86.00 feet; thence East 396.00 feet thence North 16°30’00” East 154.00 feet; thence North 80°00’00” East 242.00 feet; thence North 80°30’00” East 842.85 feet; thence South 77°00’00” East 136.45 feet to the **POINT OF BEGINNING**.

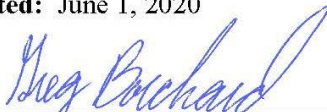
**CONTAINING:** 34.930 Acres, more or less.

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

**EXHIBIT “B”** attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

**Dated:** June 1, 2020

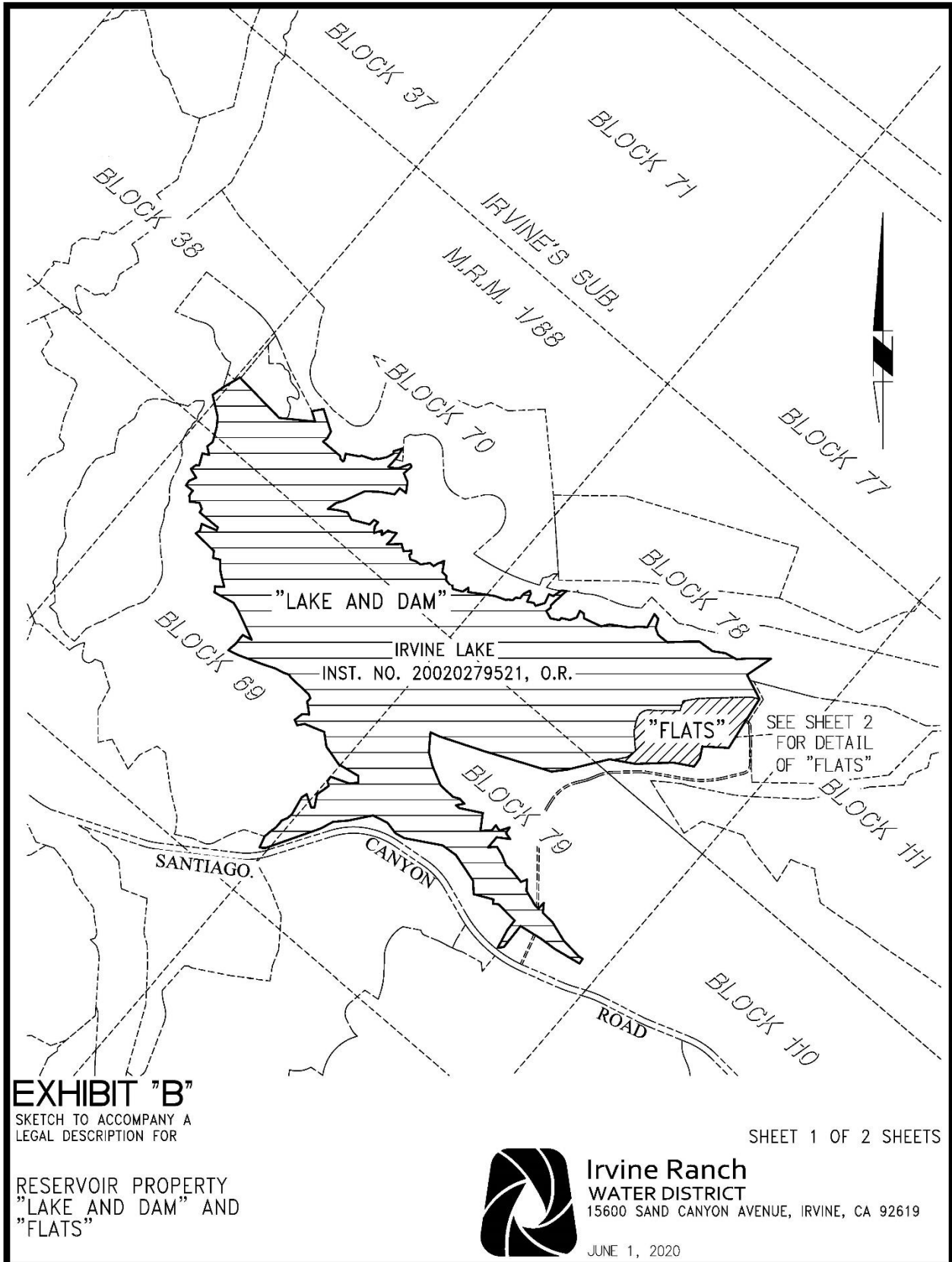


Gregory S. Borchard, P.L.S. 7705  
License expires December 31, 2020



**EXHIBIT B**

**DEPICTION OF RESERVOIR PROPERTY**



**EXHIBIT "B"**  
SKETCH TO ACCOMPANY A  
LEGAL DESCRIPTION FOR

RESERVOIR PROPERTY  
"LAKE AND DAM" AND  
"FLATS"

SHEET 1 OF 2 SHEETS

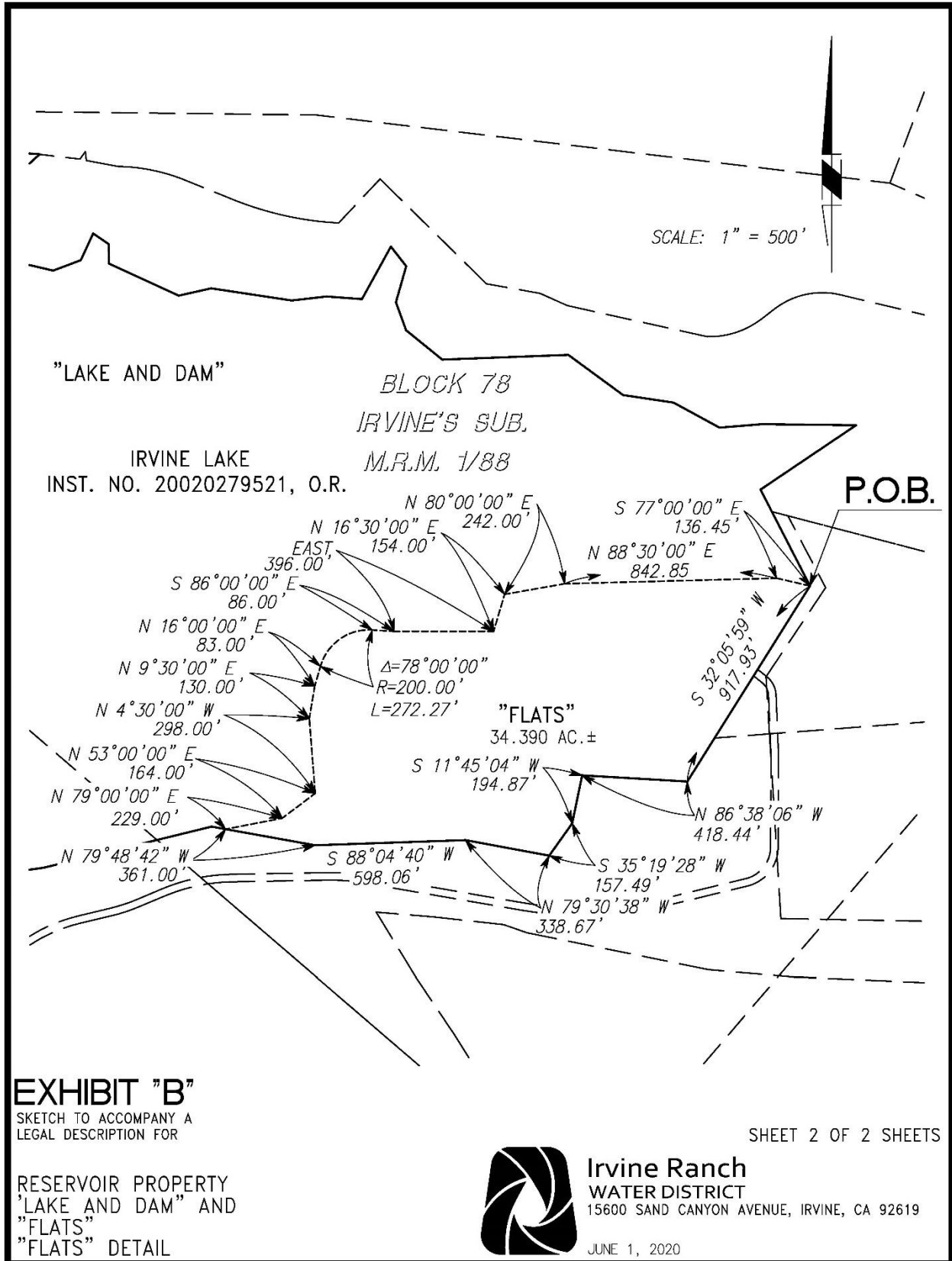


**Irvine Ranch**  
WATER DISTRICT  
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JUNE 1, 2020

EXBPLAT-RESERVOIR-1.DWG





**EXHIBIT "B"**

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION FOR

RESERVOIR PROPERTY  
"LAKE AND DAM" AND  
"FLATS"  
"FLATS" DETAIL

SHEET 2 OF 2 SHEETS



**Irvine Ranch**  
WATER DISTRICT  
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JUNE 1, 2020

EXBPLAT-RESERVIOR-2.DWG

**EXHIBIT C  
LEGAL DESCRIPTION OF ROAD EASEMENT AREA****ACCESS ROAD EASEMENT TO  
THE COUNTY OF ORANGE  
(SWD/IRWD-APN 105-361-20)****LEGAL DESCRIPTION**

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 in the Office of the County Recorder of said County included within a strip of land 30.00 feet wide, the centerline of which being more particularly described as follows:

**COMMENCING** at the southwesterly terminus of that certain course in the centerline of a 30 foot wide parcel of land described as having a bearing and distance of North 24°44'44" East 541.52 feet in that certain gift deed recorded September 4, 2019 as Instrument No. 2019000330637 of Official Records in said Office of the County Recorder; thence along said centerline North 24°44'44" East 541.52 feet to the beginning of a tangent curve concave westerly and having a radius of 600.00 feet; thence northeasterly along said curve and continuing along said centerline through a central angle of 2°13'24" an arc distance of 23.28 feet to a point on the southwesterly line of Irvine Lake as described in that certain grant deed recorded April 3, 2002 as Instrument No. 20020279521 of said Official Records and being the **TRUE POINT OF BEGINNING**; thence continuing northeasterly and northerly along said curve through a central angle of 21°54'59" an arc distance of 229.51 feet; thence tangent from said curve North 0°36'21" East 205.20 feet to the northeasterly line of said Irvine Lake.

The sidelines of said strip shall be lengthened or shortened so as to terminate southwesterly in said southwesterly line of Irvine Lake and northeasterly in said northeasterly line of Irvine Lake.

**CONTAINING:** 13043 square feet, more or less.

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

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

Prepared by me or under my direction:

**Dated:** June 1, 2020


  
\_\_\_\_\_  
Gregory S. Borchard, P.L.S. 7705  
License expires December 31, 2020



EXHIBIT D  
DEPICTION OF ROAD EASEMENT AREA

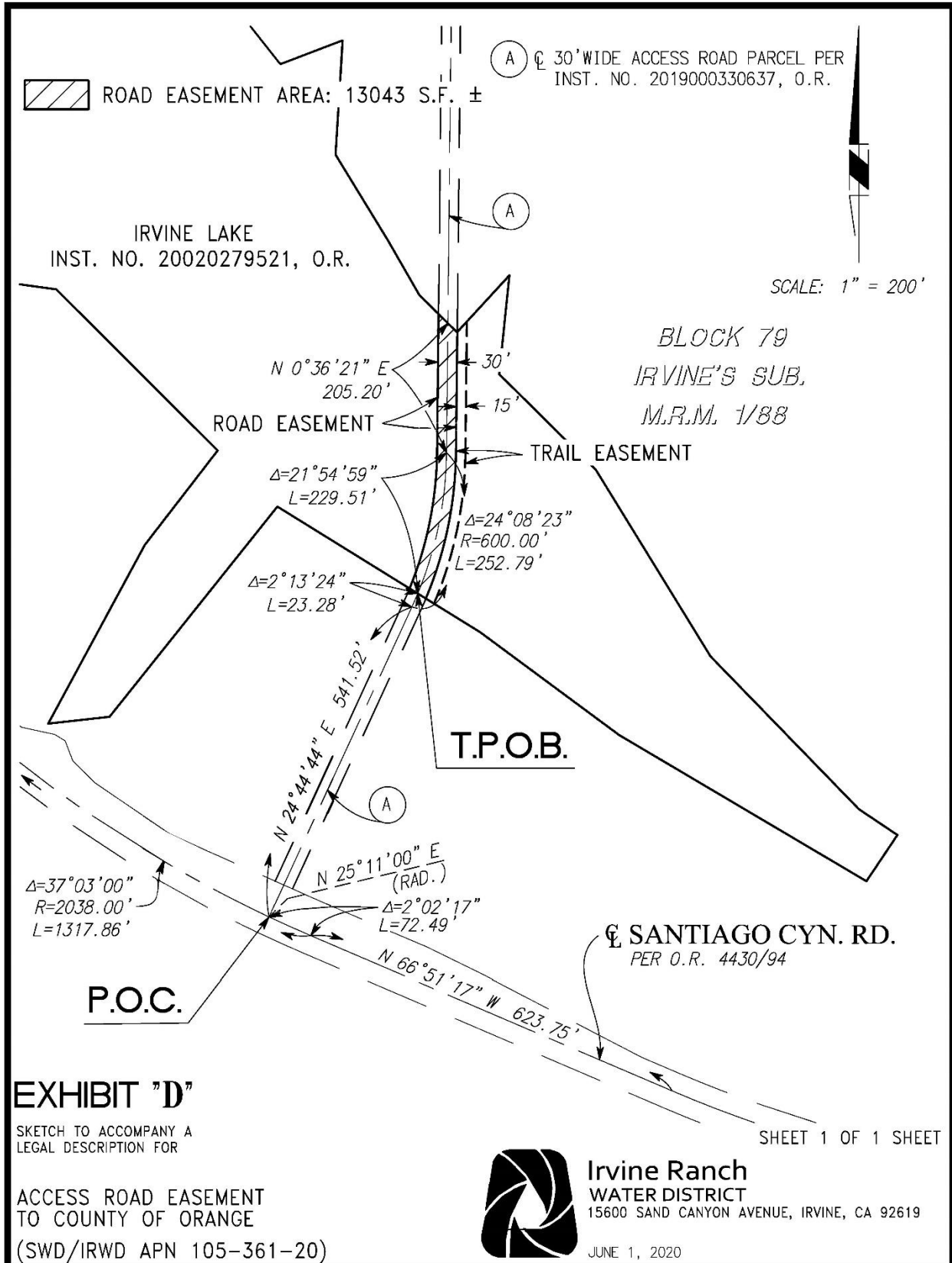


EXHIBIT "D"

SKETCH TO ACCOMPANY A  
LEGAL DESCRIPTION FOR

ACCESS ROAD EASEMENT  
TO COUNTY OF ORANGE

(SWD/IRWD APN 105-361-20)



Irvine Ranch  
WATER DISTRICT  
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JUNE 1, 2020

SHEET 1 OF 1 SHEET

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Easement Agreement to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of Orange, California, and the COUNTY OF ORANGE consents to the recordation thereof by its undersigned duly authorized officer.

COUNTY OF ORANGE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Miller  
Chief Real Estate Officer

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

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

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

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**RECORDED REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, CA 92619-7000  
Attn: Leslie A. Bonkowski, Secretary

**WITH A CONFORMED COPY TO:**

OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

Assessor's Parcel Nos. 105-361-70,-73,-77 & -86  
Exempt from Recording Fees per Gov. Code §§6103 & 27383

(Space above line for Recorder's use only)

**EASEMENT AGREEMENT  
(Access and Utilities at Santiago Reservoir)**

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, a California water district organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code ("**IRWD**").

A. The Irvine Company, a Delaware limited liability company ("**TIC**"), IRWD, and Serrano Water District, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* ("**SWD**") are parties to that certain *Memorandum of Understanding - Irvine Lake* dated April 30, 2003 (the "**MOU**") related to that certain dam and reservoir facility commonly known as "Irvine Lake" or the "Santiago Reservoir" (the "**Reservoir Property**" or "**Reservoir**") and County's property in the vicinity of the Reservoir ("**County's Property**").

B. IRWD and SWD own fee title to the Reservoir Property and require access for the purpose of the operation and maintenance of the Reservoir.

C. Pursuant to that certain *Assignment and Assumption Agreement* between TIC and County dated August 27, 2019 and recorded in the official records of the County of Orange as OR # 2019000330638, September 4, 2019, TIC granted to the County all right, title and interest to two segments of a paved access road that upon acceptance became a part of the County's Property. The County's access road parcels are described in that certain Gift Deed (4.5-Acre Access Road Parcel – East Orange Area II) recorded September 4, 2019 as Instrument No. 2019000330637 of Official Records of Orange County, California ("**Road Parcels**").

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D. In accordance with the provisions of the MOU, County wishes to convey to IRWD an easement for access to the Reservoir through County's Property, subject to the terms and conditions of this Easement Agreement, in exchange for a reciprocal access easement across a segment of access road that lies within the Reservoir Property and IRWD's authorization for TIC to transfer its recreational rights to Irvine Lake to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. County hereby grants to IRWD, its invitees, employees, agents, and contractors a non-exclusive easement (collectively, the "**Easement**") in, on, over, under, through, along, and across the Road Parcels, more particularly described on Exhibit A and depicted on Exhibit B (the "**Easement Area**") for the purposes of (a) ingress and egress, and (b) installation, operation, maintenance, repair, and replacement (including upsizing) of utilities and the Reservoir and any related appurtenances. The parties hereto recognize that the Road Parcels were improved in the past with certain roadway improvements which the County has determined are suitable for periodic park and County uses, and that at this time the County has no intention, nor duty, to further improve the Road Parcels ("**Roadway**").

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 IRWD hereunder shall be subject to all easements, covenants, conditions, restrictions, reservations, rights and rights-of-way of record or apparent or of which IRWD has actual notice.

3. Non-Exclusive Rights. IRWD's use of the Easement Area shall be non-exclusive, and County 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 IRWD of the Easement granted hereunder. County's reserved rights shall include without limitation, the right, but not the obligation, to construct, relocate, maintain and use roadways, pipelines and utilities in, on, over, under, through, along, and across the Easement Area, subject to Section 11 (Indemnity).

4. Appurtenant to the Reservoir. The Easement is appurtenant to the Reservoir Property, which shall be the dominant tenement and the County's Property is the servient tenement.

5. Construction or Improvement of Roadway. IRWD may construct or improve the Roadway on the Easement Area, subject to compliance with the following requirements:

a. All construction must be in accordance with all applicable requirements of any governmental authorities having jurisdiction (the "**Governing Agencies**").

b. All construction must: (i) comply with the plans for same approved by the Governing Agencies; and (ii) be performed in a manner so that sediment erosion and other pollutant drainage into the Reservoir does not exceed amounts permissible under: (a) law, (b)

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agreements between the parties to this Agreement, and (c) permits issued by Governing Agencies in connection with construction of the Roadway.

c. All materials and equipment used in the construction work must be stored or stockpiled solely on IRWD's Property and the Easement Area and not within any other area of County-owned property, unless otherwise done in accordance with the terms of this Easement Agreement or with prior written permission from the County.

d. County will not have any responsibility or obligation whatsoever for construction of the Roadway improvements, and all responsibility for the funding and the performance of such work will rest solely with IRWD.

e. IRWD shall obtain, at its own expense, all necessary permits and authorizations from the Governing Agencies related to construction of the Roadway.

f. IRWD shall notify County in writing not less than 30 calendar days prior to commencement of construction of any improvements within the Easement Area. IRWD shall promptly record a notice of completion with the County Recorder of Orange County and shall pay all claims for labor and material incurred with respect to the work activities of IRWD hereunder that could become a lien upon the Easement Area.

g. During the course of construction of any Roadway improvements by IRWD, IRWD may enter and use that portion of the County property that is adjacent to and within twenty-five (25) feet of the Easement Area (the "**Adjacent Work Area**") as necessary to construct, including staging, those improvements. IRWD's exercise of the right in this Subsection (g) is subject to all restrictions contained in this Agreement with respect to construction on and use of the Easement Area, and is further subject to the express limitation that IRWD partake in these rights without unreasonable interference with County operations and that IRWD comply with all environmental and other laws and regulations, for which IRWD shall have sole responsibility for compliance. Upon completion of the Roadway, IRWD shall restore any portion of the Adjacent Work Area so used by IRWD, so far as is practical, to the same condition in which it was prior to the construction activity, after which IRWD's temporary rights to use the Adjacent Work Area shall terminate.

h. If IRWD damages any portion of the Easement Area during IRWD's construction activities, IRWD shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage.

i. IRWD shall not cause any liens of any kind to be filed against the Easement Area as a result of the IRWD's construction of the Roadway improvements. If any such lien is filed, IRWD shall, at its sole cost and expense, take such actions as are necessary to cause the lien to be satisfied and discharged or to cause such lien to be removed of record.

j. The parties hereto recognize that the IRWD's non-exclusive use of the Easement Area is for the purposes of access of cars and light trucks, as well as pedestrian uses. County shall maintain the Easement Area in accordance with the County's Operations and Maintenance

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standards for park facilities and will provide additional maintenance on an as-needed basis, as determined by County. In the event that IRWD requires a more intense (i.e., large trucks or equipment) use of the Easement Area than as maintained by the County, IRWD shall be responsible for any necessary additional improvement of the Easement Area to meet its needs.

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

7. Relocation. County reserves the right, after delivery of prior written notice to IRWD, to relocate or realign the Easement Area and any utility lines within the Easement Area at no cost to IRWD. County's right to relocate or realign all or a portion of the Easement Area shall be conditioned upon the furnishing by County to IRWD of a good and sufficient grant of easement for a feasible relocation or realignment of the Easement Area, to be determined solely by County, which amended grant of easement shall be in a form substantially similar to this Easement Agreement, except for changes necessitated by the relocation or realignment. This right to cause the Easement Area to be relocated at County's expense may be exercised as many times as County shall elect, provided the realigned Easement Area includes comparable improvements (e.g. gravel, asphalt, or paved road) that existed prior to the relocation maintained by the County. Any relocation or realignment of the Easement Area, whether temporary or permanent, performed to accommodate IRWD's use and benefit of the Easement shall be at the sole cost of IRWD and must be approved by County in its sole and absolute discretion.

8. Term of the Easement. The term of the Easement will be from the date of recordation of this Agreement in the Official Records of Orange County, California, until the first to occur of:

a. Use of the Easement Area for any purpose not expressly permitted herein or violation (including failure to perform) by IRWD of any of its obligations contained herein where such unpermitted use or violation is not cured within thirty (30) days of IRWD's receipt of written notice thereof from the County (or if such matter is not reasonably capable of cure within such period, IRWD has not commenced such cure within such period and thereafter diligently pursued such cure to completion).

b. Cessation of use of the Easements by IRWD for a period of one (1) year, unless IRWD gives the County written notice prior to the termination of such one (1) year period of the reason for such suspension of use and of IRWD's intention to resume such use.

c. Relocation of the Easement Area as provided in Section 7 above.

d. Upon termination of the Easement for any of the reasons provided above, IRWD shall promptly execute and deliver to the County, in recordable form, such quitclaims or releases as may be necessary to confirm or effect such termination and to relinquish any rights or claim of IRWD to the portion of the Easement Area subject to the terminated Easement.

9. Damage and Repairs. If IRWD damages any portion of the Easement Area or any other property of County during its activities under this Easement Agreement, IRWD shall, at its



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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, IRWD shall, within thirty (30) days of the damage, review its planned repair with County to confirm that such repair will be done to the reasonable specifications of County. IRWD 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.

10. Failure to Perform. To the extent that the repair of any IRWD damage is not completed by IRWD within thirty (30) business days of IRWD's receipt of County's approval of IRWD's proposed repair as described in Section 9 above (or if such damage is not capable of repair within such period, if IRWD 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 IRWD within sixty (60) days of its receipt of County's invoice and backup documentation substantiating the work performed.

11. Indemnity. IRWD shall indemnify, defend, and hold County and any other person or entity controlling, controlled by or under common control with 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 IRWD, 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 IRWD; 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. IRWD'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.

County shall defend, indemnify, protect and hold harmless IRWD and all of their elected and appointed officials, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**IRWD 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 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 IRWD Indemnitees or any of them. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein.

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

13. 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.

14. 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 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 Attn: Director, OC Parks

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.

15. 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.

16. 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.

17. Successors. Any assignment of the rights conferred upon IRWD herein may only be assigned with the permission of County, whose permission shall not be unreasonably withheld. Assignment of IRWD'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.

18. 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

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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.

19. 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. 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.]*

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IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

**COUNTY OF ORANGE**

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Thomas A. Miller

By: \_\_\_\_\_  
Michael A. Haubert  
Deputy County Counsel

**IRVINE RANCH WATER DISTRICT**

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Paul A. Cook  
General Manager

By: \_\_\_\_\_  
Claire Hervey Collins  
District Counsel

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

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**EXHIBIT A**

**LEGAL DESCRIPTION OF ACCESS ROAD PARCEL  
BLACK STAR WILDERNESS PARK – PR32C-111**

A strip of land, 30.00 feet wide, over those portion of Blocks 78 and 79 of Irvine's Subdivision, in the unincorporated territory of the County of Orange, State of California, as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps in the office of the County Recorder of said County, lying 15.00 feet on each side of the following described centerline;

Beginning at a point on the centerline of Santiago Canyon Road, 60.00 feet wide, as described on the right-of-way document recorded September 29, 1958, in Book 4430, Page 94 of Official Records of said County, distant northwesterly 72.49 feet, along a curve concave northeasterly having a radius of 2038.00 feet, from the southeasterly terminus of the curve described as concave northeasterly, having a radius of 2038.00 feet, a delta of 37°03'00" and an arc length of 1317.86 feet in said document, a radial line to said point bears North 25°11'00" East; thence leaving said centerline non-tangent from said curve, North 24°44'44" East 541.52 feet to a curve concave westerly having a radius of 600.00 feet; thence northerly 252.79 feet along said curve through a central angle of 24°08'23"; thence North 0°36'21" East 1326.73 feet to a curve concave easterly having a radius of 900.00 feet; thence northerly 492.78 feet along said curve through a central angle of 31°22'16"; thence North 31°58'37" East 139.46 feet to a curve concave southeasterly having a radius of 635.00 feet; thence northeasterly 493.33 feet along said curve through a central angle of 44°30'47"; thence North 76°29'24" East 132.49 feet to a curve concave northerly having a radius of 685.00 feet; thence easterly 111.06 feet along said curve through a central angle of 9°17'22"; thence North 67°12'02" East 110.22 feet to a curve concave southerly having a radius of 735.00 feet; thence easterly 279.75 feet along said curve through a central angle of 21°48'27"; thence North 89°00'29" East 381.51 feet to a curve concave southerly having a radius of 785.00 feet; thence easterly 148.22 feet along said curve through a central angle of 10°49'05"; thence South 80°10'26" East 633.40 feet to a curve concave northerly having a radius of 1415.00 feet; thence easterly 577.88 feet along said curve through a central angle of 23°23'58"; thence North 76°25'36" East 327.88 feet to a curve concave northwesterly having a radius of 145.00 feet; thence northeasterly 192.62 feet along said curve through a central angle of 76°06'44"; thence North 0°18'52" East 351.69 feet;

*Revised:* December 5, 2014  
August 8, 2003  
WO No. 949-173  
Page 1 of 2  
H&A Legal No 5760  
By H. Foss  
Checked By R. Wheeler/rg

thence North 2°19'12" West 253.59 feet to a curve concave southwesterly having a radius of 80.00 feet; thence northwesterly 66.57 feet along said curve through a central angle of 47°40'48"; thence North 50°00'00" West 48.63 feet to the general southerly line of the Irvine Lake Boundary Described in Grant Deed recorded April 3, 2002 as Instrument no. 20020279521 of Official Records and also as shown on Record of Survey No. 2001-1044, filed in Book 188, Pages 25 through 29, inclusive, of Records of Surveys, both in the office of the County Recorder of said County.

Except that portion included the area described in the document recorded April 3, 2002, as Instrument No. 20020279521 of said Official Records.

Also except that portion included within said right-of-way of Santiago Canyon Road.

The side lines of said strip to be prolonged or shortened to terminate on said boundary.

As more particularly shown on Exhibit "B" attached hereto and made a part hereof.



Robert L. Wheeler IV, L.S. No. 8639

Date: 12/05/14



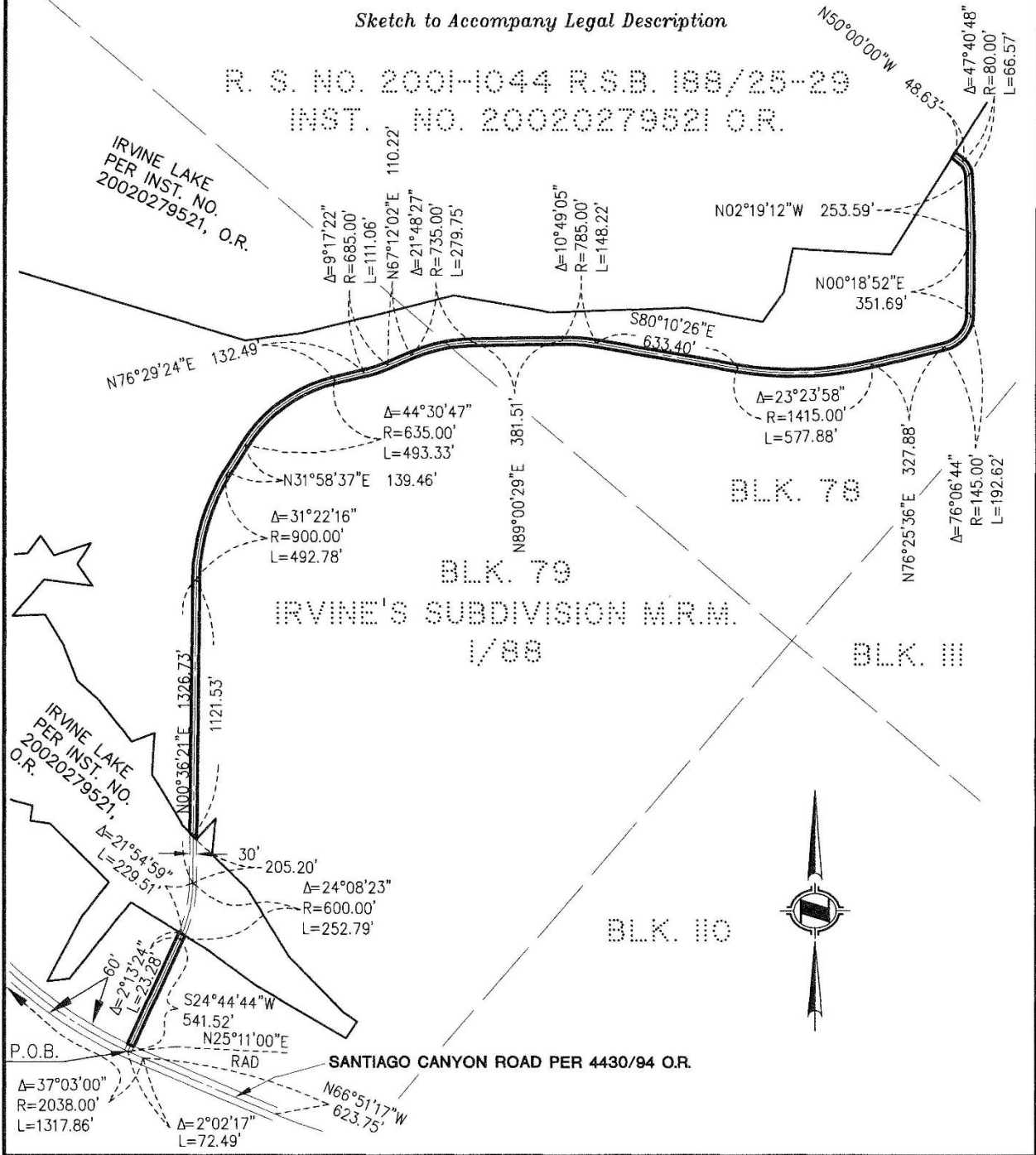
*Revised:* December 5, 2014  
August 8, 2003  
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H&A Legal No 5760  
By H. Foss  
Checked By R. Wheeler/rg


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 12/21/21

# EXHIBIT "B"

Sketch to Accompany Legal Description

R. S. NO. 2001-1044 R.S.B. 188/25-29  
 INST. NO. 20020279521 O.R.



 <b>HUNSAKER &amp; ASSOCIATES</b> IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759		<b>DEPICTION OF ACCESS ROAD PARCEL</b> UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA		
DATE: 08/08/03	REV. DATE: 12/05/14	DWG. By: FOSS/GILL	CK'd By: R. WHEELER	SCALE: 1"=600'
I:\LakeLegals\ld\5760\sht01.dwg			H&A LEGAL No. 5760	W.O. 949-173CX SHEET 1 OF 1



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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Easement Agreement (Access and Utilities at Santiago Reservoir) to the IRVINE RANCH WATER DISTRICT, a California water district, is hereby accepted by the undersigned officer on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 2020-01 of the Board of Directors, adopted on January 13, 2020, and the grantee consents to recordation thereof by its duly authorized officer.

IRVINE RANCH WATER DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Leslie Bonkowski  
Secretary

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**RECORDED REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attn: General Manager

**WITH A CONFORMED COPY TO:**

OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

Assessor's Parcel No. 105-361-70,-73,-77 & -86  
Exempt from Filing Fees per Gov. C 6103

(Space above line for Recorder's use only)

**EASEMENT AGREEMENT  
(Access and Utilities at Santiago Reservoir)**

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 SERRANO WATER DISTRICT, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* ("**SWD**").

A. The Irvine Company, a Delaware limited liability company ("**TIC**"), SWD, and Irvine Ranch Water District, a California water district organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code ("**IRWD**") are parties to that certain *Memorandum of Understanding - Irvine Lake* dated April 30, 2003 (the "**MOU**") related to that certain dam and reservoir facility commonly known as "Irvine Lake" or the "Santiago Reservoir" (the "**Reservoir Property**" or "**Reservoir**") and County's property in the vicinity of the Reservoir ("**County's Property**").

B. IRWD and SWD own fee title to the Reservoir Property and require access for the purpose of the operation and maintenance of the Reservoir.

C. Pursuant to that certain *Assignment and Assumption Agreement* between TIC and County dated August 27, 2019 and recorded in the official records of the County of Orange as OR # 2019000330638, September 4, 2019, TIC granted to the County all right, title and interest to two segments of a paved access road that upon acceptance became a part of the County's Property. The County's access road parcels are described in that certain Gift Deed (4.5-Acre Access Road Parcel – East Orange Area II) recorded September 4, 2019 as Instrument No. 2019000330637 of Official Records of Orange County, California ("**Road Parcels**").

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D. In accordance with the provisions of the MOU, County wishes to convey to SWD an easement for access to the Reservoir through County's Property, subject to the terms and conditions of this Easement Agreement, in exchange for a reciprocal access easement across a segment of access road that lies within the Reservoir Property and IRWD's authorization for TIC to transfer its recreational rights to Irvine Lake to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. County hereby grants to SWD, its invitees, employees, agents, and contractors a non-exclusive easement (collectively, the "**Easement**") in, on, over, under, through, along, and across the Road Parcels, more particularly described on Exhibit A and depicted on Exhibit B (the "**Easement Area**") for the purposes of (a) ingress and egress, and (b) installation, operation, maintenance, repair, and replacement (including upsizing) of utilities and the Reservoir and any related appurtenances. The parties hereto recognize that the Road Parcels were improved in the past with certain roadway improvements which the County has determined are suitable for periodic park and County uses, and that at this time the County has no intention, nor duty, to further improve the Road Parcels ("**Roadway**").

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 SWD hereunder shall be subject to all easements, covenants, conditions, restrictions, reservations, rights and rights-of-way of record or apparent or of which SWD has actual notice.

3. Non-Exclusive Rights. SWD's use of the Easement Area shall be non-exclusive, and County 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 SWD of the Easement granted hereunder. County's reserved rights shall include without limitation, the right, but not the obligation, to construct, relocate, maintain and use roadways, pipelines and utilities in, on, over, under, through, along, and across the Easement Area, subject to Section 11 (Indemnity).

4. Appurtenant to the Reservoir. The Easement is appurtenant to the Reservoir Property, which shall be the dominant tenement and the County's Property is the servient tenement.

5. Construction or Improvement of Roadway. SWD may construct or improve the Roadway on the Easement Area, subject to compliance with the following requirements:

a. All construction must be in accordance with all applicable requirements of any governmental authorities having jurisdiction (the "**Governing Agencies**").

b. All construction must: (i) comply with the plans for same approved by the Governing Agencies; and (ii) be performed in a manner so that sediment erosion and other pollutant drainage into the Reservoir does not exceed amounts permissible under: (a) law, (b)

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agreements between the parties to this Agreement, and (c) permits issued by Governing Agencies in connection with construction of the Roadway.

c. All materials and equipment used in the construction work must be stored or stockpiled solely on SWD's Property and the Easement Area and not within any other area of County-owned property, unless otherwise done in accordance with the terms of this Easement Agreement or with prior written permission from the County.

d. County will not have any responsibility or obligation whatsoever for construction of the Roadway improvements, and all responsibility for the funding and the performance of such work will rest solely with SWD.

e. SWD shall obtain, at its own expense, all necessary permits and authorizations from the Governing Agencies related to construction of the Roadway.

f. SWD shall notify County in writing not less than 30 calendar days prior to commencement of construction of any improvements within the Easement Area. SWD shall promptly record a notice of completion with the County Recorder of Orange County and shall pay all claims for labor and material incurred with respect to the work activities of SWD hereunder that could become a lien upon the Easement Area.

g. During the course of construction of any Roadway improvements by SWD, SWD may enter and use that portion of the County property that is adjacent to and within twenty-five (25) feet of the Easement Area (the "**Adjacent Work Area**") as necessary to construct, including staging, those improvements. SWD's exercise of the right in this Subsection (g) is subject to all restrictions contained in this Agreement with respect to construction on and use of the Easement Area, and is further subject to the express limitation that SWD partake in these rights without unreasonable interference with County operations and that SWD comply with all environmental and other laws and regulations, for which SWD shall have sole responsibility for compliance. Upon completion of the Roadway, SWD shall restore any portion of the Adjacent Work Area so used by SWD, so far as is practical, to the same condition in which it was prior to the construction activity, after which SWD's temporary rights to use the Adjacent Work Area shall terminate.

h. If SWD damages any portion of the Easement Area during SWD's construction activities, SWD shall, at its sole cost and expense, promptly repair and restore the same to the condition that existed prior to the damage.

i. SWD shall not cause any liens of any kind to be filed against the Easement Area as a result of the SWD's construction of the Roadway improvements. If any such lien is filed, SWD shall, at its sole cost and expense, take such actions as are necessary to cause the lien to be satisfied and discharged or to cause such lien to be removed of record.

j. The parties hereto recognize that the SWD's non-exclusive use of the Easement Area is for the purposes of access of cars and light trucks, as well as pedestrian uses. County shall maintain the Easement Area in accordance with the County's Operations and

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Maintenance standards for park facilities and will provide additional maintenance on an as-needed basis, as determined by County. In the event that CWD requires a more intense (i.e., large trucks or equipment) use of the Easement Area than as maintained by the County, SWD shall be responsible for any necessary additional improvement of the Easement Area to meet its needs.

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

7. Relocation. County reserves the right, after delivery of prior written notice to SWD, to relocate or realign the Easement Area and any utility lines within the Easement Area at no cost to SWD. County's right to relocate or realign all or a portion of the Easement Area shall be conditioned upon the furnishing by County to SWD of a good and sufficient grant of easement for a feasible relocation or realignment of the Easement Area, to be determined solely by County, which amended grant of easement shall be in a form substantially similar to this Easement Agreement, except for changes necessitated by the relocation or realignment. This right to cause the Easement Area to be relocated at County's expense may be exercised as many times as County shall elect, provided the realigned Easement Area includes comparable improvements (e.g. gravel, asphalt, or paved road) that existed prior to the relocation maintained by the County. Any relocation or realignment of the Easement Area, whether temporary or permanent, performed to accommodate SWD's use and benefit of the Easement shall be at the sole cost of SWD and must be approved by County in its sole and absolute discretion.

8. Term of the Easement. The term of the Easement will be from the date of recordation of this Agreement in the Official Records of Orange County, California, until the first to occur of:

a. Use of the Easement Area for any purpose not expressly permitted herein or violation (including failure to perform) by SWD of any of its obligations contained herein where such unpermitted use or violation is not cured within thirty (30) days of SWD's receipt of written notice thereof from the County (or if such matter is not reasonably capable of cure within such period, SWD has not commenced such cure within such period and thereafter diligently pursued such cure to completion).

b. Cessation of use of the Easements by SWD for a period of one (1) year, unless SWD gives the County written notice prior to the termination of such one (1) year period of the reason for such suspension of use and of SWD's intention to resume such use.

c. Relocation of the Easement Area as provided in Section 7 above.

d. Upon termination of the Easement for any of the reasons provided above, SWD shall promptly execute and deliver to the County, in recordable form, such quitclaims or releases as may be necessary to confirm or effect such termination and to relinquish any rights or claim of SWD to the portion of the Easement Area subject to the terminated Easement.

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9. Damage and Repairs. If SWD damages any portion of the Easement Area or any other property of County during its activities under this Easement Agreement, SWD 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, SWD shall, within thirty (30) days of the damage, review its planned repair with County to confirm that such repair will be done to the reasonable specifications of County. SWD 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.

10. Failure to Perform. To the extent that the repair of any SWD damage is not completed by SWD within thirty (30) business days of SWD's receipt of County's approval of SWD's proposed repair as described in Section 9 above (or if such damage is not capable of repair within such period, if SWD 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 SWD within sixty (60) days of its receipt of County's invoice and backup documentation substantiating the work performed.

11. Indemnity. SWD shall indemnify, defend, and hold County and any other person or entity controlling, controlled by or under common control with 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 Easement Area by SWD, 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 SWD; 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. SWD'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.

County shall defend, indemnify, protect and hold harmless SWD and all of their elected and appointed officials, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**SWD 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 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 SWD

Indemnitees or any of them. Payment of any Claim shall not be a condition precedent to enforcement of the indemnity obligations contained herein.

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

13. 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.

14. 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 SWD:                    Serrano Water District  
   18021 East Lincoln Street  
   Villa Park, CA 92861  
   Attn: General Manager

IF TO COUNTY:                OC Parks  
   13042 Old Myford Road  
   Irvine, CA 92602  
   Attn: Director, OC Parks

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.

15. 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.

16. 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.

17. Successors. Any assignment of the rights conferred upon SWD herein may only be assigned with the permission of County, whose permission shall not be unreasonably withheld. Assignment of SWD'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.

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18. 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.

19. 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. 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.]*



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IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

**COUNTY OF ORANGE**

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Thomas A. Miller

By: \_\_\_\_\_  
Michael A. Haubert  
Deputy County Counsel

**SERRANO WATER DISTRICT**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
President & Director

By: \_\_\_\_\_  
Jeremy N. Jungreis  
General Counsel

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

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**EXHIBIT A**

**LEGAL DESCRIPTION OF ACCESS ROAD PARCEL  
BLACK STAR WILDERNESS PARK – PR32C-111**

A strip of land, 30.00 feet wide, over those portion of Blocks 78 and 79 of Irvine's Subdivision, in the unincorporated territory of the County of Orange, State of California, as shown on a map recorded in Book 1, Page 88 of Miscellaneous Record Maps in the office of the County Recorder of said County, lying 15.00 feet on each side of the following described centerline;

Beginning at a point on the centerline of Santiago Canyon Road, 60.00 feet wide, as described on the right-of-way document recorded September 29, 1958, in Book 4430, Page 94 of Official Records of said County, distant northwesterly 72.49 feet, along a curve concave northeasterly having a radius of 2038.00 feet, from the southeasterly terminus of the curve described as concave northeasterly, having a radius of 2038.00 feet, a delta of 37°03'00" and an arc length of 1317.86 feet in said document, a radial line to said point bears North 25°11'00" East; thence leaving said centerline non-tangent from said curve, North 24°44'44" East 541.52 feet to a curve concave westerly having a radius of 600.00 feet; thence northerly 252.79 feet along said curve through a central angle of 24°08'23"; thence North 0°36'21" East 1326.73 feet to a curve concave easterly having a radius of 900.00 feet; thence northerly 492.78 feet along said curve through a central angle of 31°22'16"; thence North 31°58'37" East 139.46 feet to a curve concave southeasterly having a radius of 635.00 feet; thence northeasterly 493.33 feet along said curve through a central angle of 44°30'47"; thence North 76°29'24" East 132.49 feet to a curve concave northerly having a radius of 685.00 feet; thence easterly 111.06 feet along said curve through a central angle of 9°17'22"; thence North 67°12'02" East 110.22 feet to a curve concave southerly having a radius of 735.00 feet; thence easterly 279.75 feet along said curve through a central angle of 21°48'27"; thence North 89°00'29" East 381.51 feet to a curve concave southerly having a radius of 785.00 feet; thence easterly 148.22 feet along said curve through a central angle of 10°49'05"; thence South 80°10'26" East 633.40 feet to a curve concave northerly having a radius of 1415.00 feet; thence easterly 577.88 feet along said curve through a central angle of 23°23'58"; thence North 76°25'36" East 327.88 feet to a curve concave northwesterly having a radius of 145.00 feet; thence northeasterly 192.62 feet along said curve through a central angle of 76°06'44"; thence North 0°18'52" East 351.69 feet;

*Revised:* December 5, 2014  
August 8, 2003  
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H&A Legal No 5760  
By H. Foss  
Checked By R. Wheeler/rg

thence North 2°19'12" West 253.59 feet to a curve concave southwesterly having a radius of 80.00 feet; thence northwesterly 66.57 feet along said curve through a central angle of 47°40'48"; thence North 50°00'00" West 48.63 feet to the general southerly line of the Irvine Lake Boundary Described in Grant Deed recorded April 3, 2002 as Instrument no. 20020279521 of Official Records and also as shown on Record of Survey No. 2001-1044, filed in Book 188, Pages 25 through 29, inclusive, of Records of Surveys, both in the office of the County Recorder of said County.

Except that portion included the area described in the document recorded April 3, 2002, as Instrument No. 20020279521 of said Official Records.

Also except that portion included within said right-of-way of Santiago Canyon Road.

The side lines of said strip to be prolonged or shortened to terminate on said boundary.

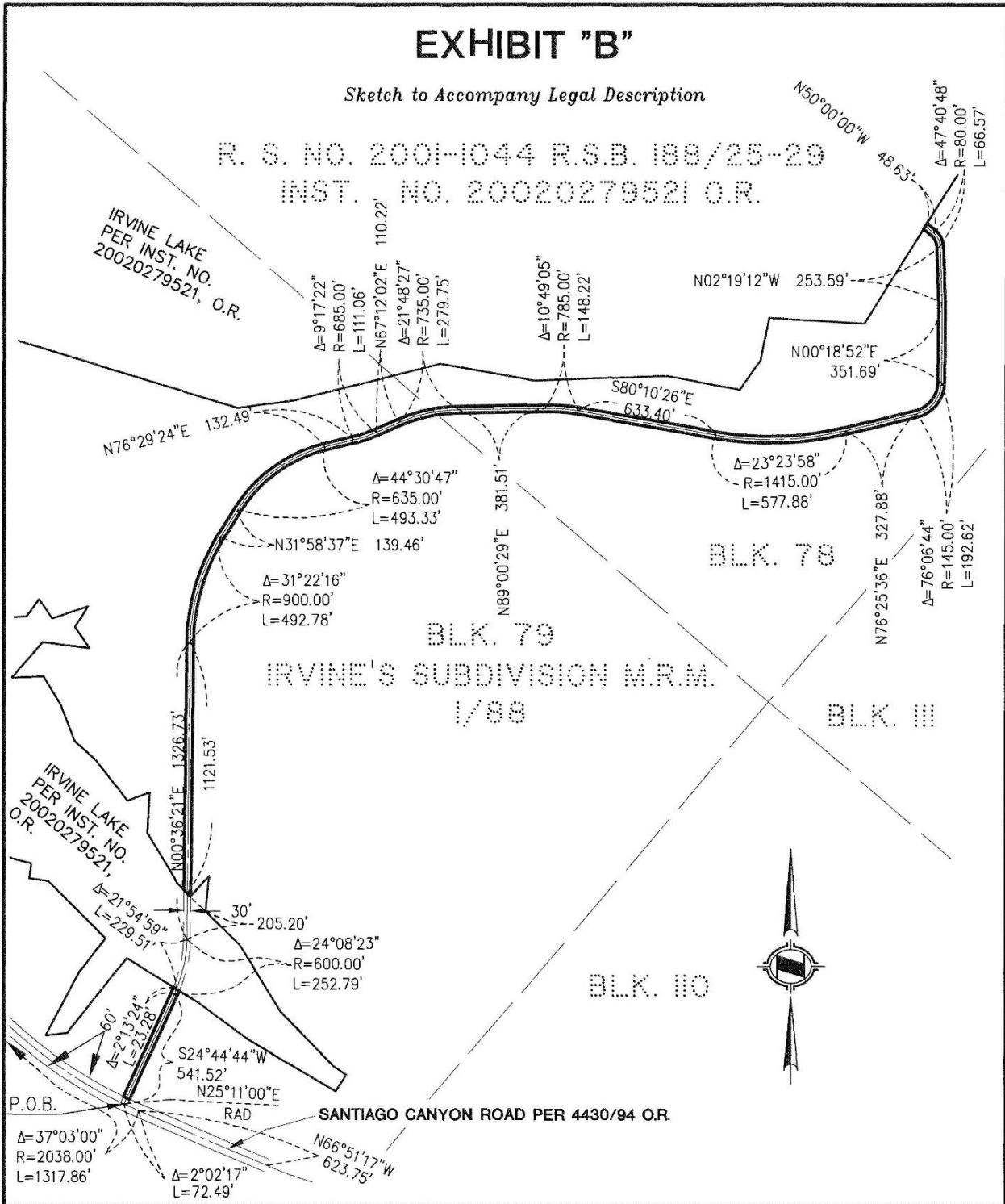
As more particularly shown on Exhibit "B" attached hereto and made a part hereof.




Robert L. Wheeler IV, L.S. No. 8639  
Date: 12/05/14



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 <b>HUNSAKER &amp; ASSOCIATES</b> IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		<b>DEPICTION OF ACCESS ROAD PARCEL</b> UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 08/08/03	REV. DATE: 12/05/14	.DWG By: FOSS/GILL	CK'd By: R. WHEELER
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		H&A LEGAL No. 5760	SHEET 1 OF 1

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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the attached Easement Agreement (Access and Utilities at Santiago Reservoir) to the SERRANO WATER DISTRICT, a political subdivision of the State of California, 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.

SERRANO WATER DISTRICT

Dated: \_\_\_\_\_

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

IRVINE LAKE PROPERTY AND  
RECREATIONAL RIGHTS UMBRELLA AGREEMENT

THIS IRVINE LAKE PROPERTY AND RECREATIONAL RIGHTS UMBRELLA AGREEMENT (“**Agreement**”) is effective as of January 14, 2022 (“**Effective Date**”) and is among SERRANO WATER DISTRICT, a political subdivision of the State of California (“**Serrano**”), IRVINE RANCH WATER DISTRICT, a California water district (“**IRWD**”) (Serrano and IRWD are collectively the “**Districts**”), THE IRVINE COMPANY LLC, a Delaware limited liability company (“**The Irvine Company**”), and the COUNTY OF ORANGE, a body corporate and politic (the “**County**”) (each a “**Party**” and collectively the “**Parties**”).

A. Serrano and IRWD jointly own the land located in Orange County, California that includes the reservoir known as Santiago Reservoir or Irvine Lake (the “**Lake**”). Serrano and IRWD use water from the Lake to supply their water customers (“Reservoir Purposes”).

B. Serrano owns a 25 percent interest in the right to conduct recreational activities at the Lake (the “**Lake Recreation Rights**”) and The Irvine Company owns the remaining 75 percent interest in the Lake Recreation Rights.

C. The Irvine Company owned certain real property around the Lake, which it transferred to the County in 2014 (“**County Adjacent Land**”).

D. The Irvine Company intends to transfer to the County its interest in the Lake Recreation Rights, which transfer is subject to approval by the Districts pursuant to the 2003 MOU, defined below.

E. The Districts, jointly and separately, have entered into various ancillary agreements with The Irvine Company related to the management of the Lake, many of which have become unnecessary due to the passage of time or subsequent agreements.

F. The County and the Districts require reciprocal access across their adjacent real property holdings, and intend to provide for access easements.

G. The Irvine Company currently holds a right of reversion should the Districts use the Lake for anything other than Reservoir Purposes. The Parties intend to replace that right of reversion with a covenant running with the County's land.

H. The Parties intend by this Agreement to provide a roadmap for the execution and recordation of separate agreements that will terminate the ancillary agreements, provide for the transfer of the Lake Recreation Rights to the County, provide for reciprocal access easements, replace The Irvine Company's reversionary rights with a covenant running with the Districts' land with additional enforcement by The Irvine Company through a restriction of County's land. The Parties also intend by this Agreement to provide for the recording order of the various agreements contemplated herein.

The Parties therefore agree as follows:

1. Concurrent Transactions. The Parties intend to close concurrently the transactions described herein not later than January 14, 2022, which date can be extended by mutual written agreement of the Parties.

2. Declaration of Covenants. The Parties will enter into a *Declaration of Covenants and Restrictions and Termination of Reversionary Rights*, in the form attached as Exhibit 1 to terminate The Irvine Company's right of reverter, establish covenants and restrictions running with the land for the purpose of maintaining the Lake as a reservoir in perpetuity, and permitting and prohibiting specific recreational uses on and adjacent to the Lake in order to protect its use as a drinking water supply.

3. Access Road Easements. The County and the Districts will enter into three separate access easements (the “**Access Easements**”) to provide access to the other Partie(s) across their respective lands, in the forms attached as Exhibit 2-A (County grant to IRWD), Exhibit 2-B (County grant to Serrano), and Exhibit 2-C (Districts grant to County).

4. Termination of Ancillary Agreements.

(a) The Parties shall enter into a *Termination Agreement* in the form attached as Exhibit 3 providing for the termination of the following agreements ancillary to the Irvine Lake issues and rendered unnecessary by the passage of time or other agreements between the Parties:

- (i) The *Haul Road Agreement* between the Irvine Company and the Districts dated June 30, 1993 (except for surviving covenants, releases and indemnities).
- (ii) The *Santiago Reservoir Study Plan Agreement* between the Irvine Company and the Districts dated June 30, 1993.
- (iii) The *Santiago Reservoir Elevation Management Agreement* between Irvine Company and IRWD dated June 30, 1993.
- (iv) The *Boundary Correction Agreement* between The Irvine Company and the Districts, dated June 30, 1993
- (v) The *Boundary Adjustment Agreement* between The Irvine Company and the Districts, dated June 30, 1993
- (vi) The *Reciprocal License Agreement* between the Irvine Company and the Districts dated March 17, 1995 with respect to reconfiguring and licensing portions of Irvine Lake.
- (vii) The *Connector's License Agreement* between the Irvine Company



and the Districts dated March 17, 1995 (made in accordance with the Haul Road Agreement dated June 30, 1993).

- (viii) The *Memorandum of Understanding* between the Irvine Company and the Districts dated April 30, 2003 (the "**2003 MOU**") with respect to Irvine Lake and certain adjacent land.

(b) If the County has succeeded or may succeed to any rights of The Irvine Company in any of the agreements described in this Section, then the County shall be a party to the *Termination Agreement* or shall otherwise disclaim all rights in that agreement.

5. Assignment of Recreation Rights by Districts. Under the 2003 MOU, the transfer of The Irvine Company's Lake Recreational Rights to the County requires the written consent of Serrano and IRWD. To comply with the requirement to provide both Districts' consent of the transfer of The Irvine Company's Lake Recreational Rights to the County, the Parties shall enter into an *Assignment of Recreational Rights and Consent* in the form attached as Exhibit 4. The *Assignment of Recreational Rights and Consent* shall be concurrently effective with the *Termination Agreement*.

6. Escrow Instructions. The Parties shall engage First American title company to serve as Escrow Officer for this transaction. The Parties shall share equally in all escrow or title costs.

(a) Upon the full execution of this Agreement by all Parties, the County shall deliver to Escrow Officer the fully-executed Agreement, which Agreement may be signed electronically and in counterparts.

(b) Each of the Parties shall deliver to the Escrow Officer four wet-signed originals of each of the documents described above, duly notarized, together with proof of authority.

(c) Escrow Officer shall date each of the documents as of the date of the Close of Escrow. The Close of Escrow shall occur on or before February 15, 2022, unless the Closing Date is extended. The Closing Date may be extended in a writing executed by all Parties.

(d) Escrow Holder shall record the documents in the Office of the County Recorder for Orange County in the following order:

- (i) Access Easement from County to IRWD (Exhibit 2-A)
- (ii) Access Easement from County to Serrano (Exhibit 2-B)
- (iii) Access Easement from Districts to County (Exhibit 2-C)
- (iv) Assignment Agreement for the Transfer of Recreation Rights

(Exhibit 4)

(v) Declaration of Covenants and Restrictions (Exhibit 1)

(e) Recorded Documents. Escrow Officer will cause the County Recorder to mail the documents after recordation, to the Parties, as listed in the recording blocks. No later than two (2) Business Days after the Close of Escrow, Escrow Officer shall combine any original counterparts of each document into fully executed originals and deliver a complete set of the documents to each of the Parties.

7. Further Assurances. The Parties shall cooperate in good faith with each other and deliver such further documents and perform such other acts as are necessary or appropriate to consummate and carry into effect all of the terms and provisions of this Agreement.

8. Performance. Every provision of this Agreement to be performed by any Party is both a covenant and a condition and will be a material consideration for performance of the other Parties hereunder. Any breach of this Agreement by any Party is a material default.

9. Attorneys' Fees. In any action, claim or proceeding hereunder between the Parties or any of them to enforce any of the provisions of this Agreement or any right of any Party, each Party shall bear its own costs, including legal costs and attorney fees.

10. Miscellaneous. Any Party may specifically and expressly waive in writing any portion or breach of this Agreement, but no such waiver will constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving Party may at any time thereafter require further compliance by the other Party with respect to any breach or provision so waived. No waiver of any default will be implied from any omission by any Party to take action on account of such default. All rights, remedies, undertakings, obligations, covenants, conditions and agreements contained in this Agreement are cumulative and no one of them will be exclusive of any other. In the event of a Party's breach hereunder, any other Party may seek damages or specific performance or pursue any other remedy at law or equity, whether or not stated in this Agreement. This Agreement may be amended only by a writing executed by all Parties.

11. Governing Law. This Agreement will be governed by California law.

[signatures on next page]

The Parties are executing this Agreement to be effective as of the Effective Date.

SERRANO WATER DISTRICT,  
a political subdivision of the  
State of California

IRVINE RANCH WATER DISTRICT,  
a California water district

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

By: \_\_\_\_\_  
Paul A. Cook, General Manager

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
General Counsel

THE IRVINE COMPANY LLC  
a Delaware limited liability company

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

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

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

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

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

Approved as to Form:

Signed and certified that a copy of this  
document has been delivered to the  
Chairman of the Board

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Robin Stieler,  
Clerk of the Board of Supervisors of  
the County of Orange, California

Approved as to Form:

\_\_\_\_\_  
County Counsel

Exhibit 1

Declaration of Covenants and Restrictions and Termination of Reversionary Rights

ATTACHMENT E

Exhibit 2

Access Easements

ATTACHMENT E

Exhibit 3

Termination Agreement

Exhibit 4

Assignment Agreement for the Transfer of Recreation Rights and Consents of Irvine Ranch  
Water District and Serrano Water District to Such Transfer

**TERMINATION AGREEMENT**  
**(Irvine Lake Ancillary Agreements)**

This Termination Agreement (“**Agreement**”) is effective as of the date of the recordation of the Assignment Agreement for the Transfer of Recreational Rights in the Official Records of Orange County, California (“**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**”), SERRANO WATER DISTRICT, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* (“**Serrano**”) (IRWD and Serrano are collectively the “**Districts**”), THE IRVINE COMPANY LLC, a Delaware limited liability company (“**The Irvine Company**” or “**TIC**”), and the COUNTY OF ORANGE, a political subdivision of the State of California (the “**County**”) (each a “**Party**” and collectively the “**Parties**”).

A. The Districts, as successors-in-interest to various parties, jointly own the land located in Orange County, California that includes the reservoir known as Santiago Reservoir or Irvine Lake (“**Irvine Lake**”). The Districts use water from Irvine Lake to supply their water customers.

B. In connection with their use of Irvine Lake, the Districts previously entered into certain agreements with The Irvine Company that were ancillary to the primary uses of (or work performed on) Irvine Lake, but are no longer necessary or relevant to the Parties’ uses of Irvine Lake. Those agreements are as follows:

i. The *Haul Road Agreement* dated June 30, 1993 for the construction and use of roadways across The Irvine Company’s land near Irvine Lake.

ii. The *Santiago Reservoir Study Plan Agreement* dated June 30, 1993 to conduct a study of Irvine Lake.

iii. The *Santiago Reservoir Elevation Management Agreement* dated June 30, 1993 with respect to Irvine Lake.

iv. The *Boundary Correction Agreement* dated June 30, 1993 with respect to the boundaries of Irvine Lake.

v. The *Boundary Adjustment Agreement* dated June 30, 1993 with respect to a parcel exchange for land in and around Irvine Lake.

vi. The *Reciprocal License Agreement* dated March 17, 1995 with respect to reconfiguring and licensing portions of Irvine Lake.

vii. The *Connectors’ License Agreement* dated March 17, 1995 for the license of connector roads mentioned in the Haul Road Agreement.

viii. The *Memorandum of Understanding* dated April 30, 2003 (the “**2003 MOU**”) with respect to Irvine Lake and certain adjacent land.



Collectively the agreements described in Recitals B.i – vi are the “**Ancillary Agreements.**”

C. The Parties intend for this Agreement to supersede, terminate, and/or modify the Ancillary Agreements per the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Termination of Certain Ancillary Agreements.

a. The Districts and The Irvine Company hereby terminate the *Haul Road Agreement* dated June 30, 1993, the *Santiago Reservoir Study Plan Agreement* dated June 30, 1993, the *Boundary Correction Agreement* dated June 30, 1993 and the *Boundary Adjustment Agreement* dated June 30, 1993 .

b. IRWD and The Irvine Company hereby terminate the *Santiago Reservoir Elevation Management Agreement* dated June 30, 1993.

c. The Districts and The Irvine Company hereby terminate the *Reciprocal License Agreement* dated March 17, 1995 and The Irvine Company is released from the *Reciprocal License Agreement*.

d. The Districts and The Irvine Company hereby terminate the *Connectors’ License Agreement* dated March 17, 1995 (made in accordance with the *Haul Road Agreement* dated June 30, 1993).

2. Termination of 2003 MOU. Effective upon the recordation of those certain three road access easement agreements contemplated by the parties in the 2003 MOU and dated [REDACTED], 2022 (“**Access Easements**”), and upon execution and recordation of the agreement entitled “Declaration of Covenants and Restrictions and Termination of Reversionary Rights (Irvine Lake) dated [REDACTED], 2022 (“**Declaration Agreement**”), the Districts and The Irvine Company hereby terminate the 2003 MOU.

3. County's Approval. The County consents to the termination of the *Reciprocal License Agreement* and 2003 MOU. To the extent that the County has assumed any of the Parties' rights in any of the Ancillary Agreements, it hereby consents to their termination as set forth above.

4. Representations and Warranties. The Parties hereby represent and warrant that other than a transfer to one or more of the Parties signing this Agreement, the Parties have not transferred or assigned any of their contractual rights under the Ancillary Agreements to any third party, except for a concessionaire's use under the *Reciprocal License Agreement*. In the event that contractual rights have been assigned or transferred to a third party, then the Party that assigned or transferred those rights will assume all duties and costs to ensure the rights are terminated within thirty (30) days after notice from another Party.

5. Successors and Assigns. The provisions of this Agreement will be binding upon, and will inure to the benefit of, each of the Parties and to their respective successors, transferees and permitted assigns, except that none of the Parties may assign their respective rights under

this Agreement without the express prior written consent of the other Parties, which will not be unreasonably withheld, conditioned or delayed.

6. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the termination of the Ancillary Agreements and supersedes or modifies all prior agreements between the Parties regarding termination of the Ancillary Agreements. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, except in writing and signed by the Party to be charged.

7. Further Assurances. The Parties shall cooperate in good faith with each other and deliver any further documents and perform any other acts necessary or appropriate to consummate and carry into effect all of the terms and provisions of this Agreement.

8. Authority to Sign. Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms.

9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. Governing Law. This Agreement will be governed by California law.

11. Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Agreement, each such notice, demand, or other communication shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or an official of a government agency being served; (b) the next business day, if sent by Federal Express or other reputable overnight courier; or (c) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

If to IRWD:	Irvine Ranch Water District 16500 Sand Canyon Avenue P.O. Box 5700 Irvine, CA 92619-7000 Attn: General Manager <b>Email:</b>
-------------	---

If to Serrano:	Serrano Water District 18021 East Lincoln Street Villa Park, CA 92861 Attn: General Manager <b>Email:</b>
----------------	---

If to The Irvine Company:	The Irvine Company LLC 550 Newport Center Drive
---------------------------	--

10/27/21  
11/2/21  
11/15/21  
12/21/21

Newport Beach, CA 92660  
Attn: General Counsel's Office  
**Email:**

If to County:

OC Parks  
Attn: Director  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

CEO Real Estate  
Attn: Chief Real Estate Officer  
333 West Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**IRVINE RANCH WATER DISTRICT**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paul A. Cook  
General Manager

By: \_\_\_\_\_  
Claire Hervey Collins  
District Counsel

By: \_\_\_\_\_  
Leslie Bonkowski  
Secretary

10/27/21  
11/2/21  
11/15/21  
12/21/21

**SERRANO WATER DISTRICT,**  
a political subdivision of the State of California

APPROVED AS TO FORM:

By: \_\_\_\_\_  
President & Director

By: \_\_\_\_\_  
Jeremy N. Jungreis  
General Counsel

By: \_\_\_\_\_  
Jerry Vilander  
General Manager

**THE IRVINE COMPANY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

**COUNTY OF ORANGE,**  
a body corporate and politic

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas A. Miller

By: \_\_\_\_\_  
Michael A. Haubert  
Deputy County Counsel

**RECORDED AT THE REQUEST OF,  
AND WHEN RECORDED MAIL TO:**

OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

**WITH A CONFORMED COPY TO:**

The Irvine Company LLC  
550 Newport Center Drive  
Newport Beach, CA 92660  
Attn: General Counsel's Office

Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attn: General Manager

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92619-7000  
Attn: General Manager

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(Space Above For Recorder's Use)

**ASSIGNMENT AGREEMENT FOR THE TRANSFER OF RECREATION RIGHTS  
AND CONSENTS OF IRVINE RANCH WATER DISTRICT AND SERRANO WATER  
DISTRICT TO SUCH TRANSFER**

This Assignment Agreement for the Transfer of Recreation Rights ("**Assignment Agreement**") is effective as of the date of its recordation in the Official Records of Orange County, California ("**Effective Date**"), by and between THE IRVINE COMPANY LLC, a Delaware limited liability company ("**Company**"), as assignor, and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"), as assignee, as well as SERRANO WATER DISTRICT, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* ("**Serrano**") and IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code ("**IRWD**") (collectively SWD and IRWD are the "**Districts**"), as consenting parties to the assignment.

**RECITALS**

- A. The Irvine Company, a West Virginia corporation ("**TIC**"), previously entered into that certain agreement regarding water rights in the Santiago Reservoir (commonly known as Irvine Lake, and hereinafter, the "**Reservoir**") and related matters with Serrano Irrigation District, a California Irrigation District ("**Serrano**"), and Carpenter Irrigation District, a

California Irrigation District ("*Carpenter*"), which agreement was dated February 6, 1928 and recorded on April 29, 1929 in the Official Records of Orange County, California ("*Official Records*") in Book 265, Pages 272 et seq. (the "*1928 Agreement*"). Pursuant to Paragraph Thirteenth of the 1928 Agreement, TIC was allocated a fifty percent (50%) interest in the recreational rights for the waters in the Reservoir (the "*Recreational Rights*"), and Serrano and Carpenter were each allocated a twenty-five percent (25%) interest in the Recreational Rights in the Reservoir. Paragraph Thirteenth of the 1928 Agreement allocated to TIC, Carpenter and Serrano the joint right to use and to grant concessions for the public to use the Reservoir for recreation purposes such as fishing, hunting, boating, and other activities that would not pollute the water so as to interfere with the primary purposes for which the Reservoir was created (e.g., the storage and beneficial use of water for domestic and irrigation purposes).

- B. TIC and Carpenter subsequently entered into an agreement dated as of December 21, 1970 (the "*1970 Agreement*"), under which Carpenter conveyed its rights and interests under the 1928 Agreement to TIC, including but not limited to Carpenter's twenty-five percent (25%) interest in the Recreational Rights. The transfer of Carpenter's rights was memorialized in an Assignment dated December 21, 1970 and recorded in the Official Records on January 4, 1971 in Book 9509, Page 553. After the 1970 Agreement, TIC owned seventy-five percent (75%) of the Recreational Rights in the Reservoir, with the other 25% owned by Serrano.
- C. Company is the successor in interest to TIC and now owns seventy-five percent (75%) of the Recreational Rights in the Reservoir (the "*Company's Interest*"). The other twenty-five percent (25%) of the Recreational Right are owned by Serrano (the "*Serrano's Interest*").
- D. Per Attachment 1 incorporated by reference into the 2003 Memorandum of Understanding ("*2003 MOU*") between Serrano, IRWD and TIC, any future sale, transfer or assignment of recreational rights in the Reservoir requires the unanimous written consent of the Parties to the 2003 MOU. A copy of the 2003 MOU is attached hereto as Exhibit 2.
- E. Company desires to assign all of its right, title and interest in and to Company's share of the Recreational Rights to County, and County desires to accept the assignment of such rights. Districts are willing to consent to such assignment, provided such assignment shall only be for those recreational uses specified in Exhibit 1. Company, the Districts and County agree that the Recreational Rights (both the Company Interest and the Serrano Interest) shall only be used for those purposes specified in Exhibit 1.

### ASSIGNMENT

NOW, THEREFORE, Company, County, Serrano, and IRWD agree as follows:

1. Recitals. The Recitals above are deemed true and correct and are hereby incorporated in this Agreement as though fully set forth herein.

- 2. Assignment of Share of Recreational Rights. Effective as of the date specified in Section 5 below (the “*Effective Date*”), Company assigns all of the Company Interest to County.
- 3. Acceptance of Assignment. Effective as of the Effective Date, County accepts the assignment of the Company Interest (the “*Assignment*”).
- 4. Consent to Assignment; Release of Company. Per Attachment 1 to the 2003 MOU, the Districts must consent to any assignment or transfer of the Company Interest from Company (as successor to TIC) to County before such assignment or transfer shall be deemed effective. The Districts, and each of them, hereby do provide consent as required pursuant to the 2003 MOU. As Company is assigning all of the Company Interest to County and will no longer have any interest in the Recreation Rights as of the Effective Date, the Districts hereby release Company from any and all liability and obligations related to the Company Interest and any agreements related thereto.
- 5. Effective Date. This Assignment Agreement shall be deemed effective as of the recordation of this document in the Official Records of Orange County, California.
- 6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute but one and the same instrument.
- 8. Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Agreement, each such notice, demand, or other communication shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or an official of a government agency being served; or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

IF TO THE DISTRICTS:

Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attn: General Manager

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92619-7000  
Attn: General Manager

IF TO THE COUNTY:

OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

With copy to:

County of Orange  
CEO Real Estate  
Attn: Chief Real Estate Officer  
333 West Santa Ana Blvd., 3rd Floor  
Santa Ana, CA 92701

Any notice will be deemed effective upon receipt if personally delivered, and on the next business day if sent by reputable overnight courier.



IN WITNESS WHEREOF, Company, County, IRWD and Serrano have executed this Assignment Agreement as of the date first set forth above.

**THE IRVINE COMPANY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Paul P. Hernandez  
Senior Vice President

By: \_\_\_\_\_  
Jamie Yoshida  
Assistant Secretary

**SERRANO WATER DISTRICT,**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
President & Director

By: \_\_\_\_\_  
Jeremy N. Jungreis  
General Counsel

By: \_\_\_\_\_  
Jerry Vilander  
General Manager

**IRVINE RANCH WATER DISTRICT**

APPROVED AS TO FORM:

By:  
Paul A. Cook  
General Manager

By: \_\_\_\_\_  
Claire Hervey Collins  
District Counsel

By: \_\_\_\_\_  
Leslie Bonkowski  
Secretary

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Michael A. Haubert  
Deputy County Counsel

By: \_\_\_\_\_  
Thomas A Miller

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared **Paul P. Hernandez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared **Jamie Yoshida**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared **Paul P. Hernandez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared **Jamie Yoshida**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**CERTIFICATE OF ACCEPTANCE**

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

COUNTY OF ORANGE

Dated: \_\_\_\_\_

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

Thomas Miller  
Chief Real Estate Officer  
Per Minute Order dated November 18, 2014

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

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

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

**EXHIBIT 1****PERMITTED RECREATIONAL USES OF RESERVOIR PROPERTY**

**All recreational uses are subject to the primary purpose of water impoundment and storage, and protection of the water quality of Irvine Lake.**

**Lake (County/Serrano)**

Recreation such as

- Fishing
- Boating - County, District, or concessionaire/operator fleet (but not public/personal vessels)
- Walking
- Bicycling
- Picnicking
- Bird watching
- Operational facilities and equipment to support the uses described above, including docks, vehicle parking, and related amenities such as sanitation facilities, subject to design and location approval by the Districts.
- Any other recreational and ancillary uses mutually agreed upon by Districts, TIC and the County pursuant to Section 2.a(vi) of the Agreement

**Note:** swimming and any other bodily contact with the water impounded in the Reservoir is strictly prohibited.

To ensure the County, or any County operator, has sufficient information to plan and coordinate the County recreational activities, the Districts and County shall meet, at a minimum, on an annual basis to allow the Districts to inform the County of projected water levels (whether impacted by natural causes or drawdown by the Districts due to business operations) and water quality status, especially quality issues that may negatively impact fishing activities. Further, the Districts will provide immediate notice of any water level or water quality issues to the County that may arise from emergency situations, including but not limited to those situations that may threaten public health and public safety.

**Flats (Serrano/IRWD)**

Recreation such as

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ Walking</li> <li>▪ Bicycling</li> <li>▪ Bird watching</li> <li>▪ Fishing</li> <li>▪ Picnicking</li> <li>▪ Barbeques</li> <li>▪ Group parties or events</li> <li>▪ Concerts</li> <li>▪ Car shows</li> </ul> | <ul style="list-style-type: none"> <li>▪ Festivals</li> <li>▪ Camping (including with recreational vehicles) and associated vehicle parking and related amenities, such as sanitation facilities</li> <li>▪ Any other recreational and ancillary uses mutually agreed upon by Districts, TIC and the County pursuant to Section 2.a(vi) of the Agreement.</li> </ul> |
|---|--|

**EXHIBIT 2****2003 MOU****MEMORANDUM OF UNDERSTANDING  
IRVINE LAKE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 30<sup>th</sup> day of April, 2003, by and between SERRANO WATER DISTRICT, a political subdivision of the State of California (“SWD”), IRVINE RANCH WATER DISTRICT, a political subdivision of the State of California (“IRWD”), and THE IRVINE COMPANY, a Delaware corporation (“TIC”).

**RECITALS**

A. SWD and IRWD jointly own that certain reservoir, known variously as Santiago Reservoir or Irvine Lake, located in Orange County, California (“Reservoir”). SWD and IRWD use water from the Reservoir to supply their respective water customers.

B. TIC is the owner of the real property surrounding the Reservoir within the boundaries of the East Orange General Plan (“the EOGP”), as adopted by the City Council of the City of Orange, California on December 19, 1989 (“TIC Property”).

C. On or about June 30, 1993, in resolution of concerns about the EOGP and other issues related to the Reservoir, SWD, IRWD and TIC entered into a series of agreements, including a Santiago Reservoir Study Plan Agreement, Boundary Adjustment Agreement and Haul Road Agreement. TIC now desires to pursue a substantial amendment to the EOGP, and dredging of the Reservoir by a commercial sand and gravel operator is coming to a close. These events, among others, have rendered the need to revise the two aforementioned 1993 agreements and resolve related issues affecting the Reservoir and TIC’s Property.

**UNDERSTANDINGS**

Now, therefore, SWD, IRWD and TIC agree as follows:

1. The parties agree to all of the terms and provisions shown on Attachment 1 hereto, which is incorporated herein by this reference. The parties further agree to cooperate in good faith with each other and deliver such further documents and perform such other acts as are necessary or appropriate to consummate and carry into effect all of the terms and provisions shown on Attachment 1.

2. Each of SWD and IRWD expressly understand and agree that, in reliance upon this MOU, TIC will pursue an amendment to the EOGP (with companion Specific Plan and EIR) for the TIC Property, together with the property to be transferred to TIC as provided in this MOU. Neither SWD nor IRWD shall challenge any action undertaken by TIC relating to the TIC Property, and such additional property, in conformance with this MOU. The foregoing shall not relate to or have any effect upon the provision of water, sewer and reclaimed water services by IRWD to the TIC Property and such transferred property. The parties acknowledge that, as of the date of this MOU, neither SWD nor IRWD has received a copy of the application for, any

environmental documentation supporting, or any other documents relating to the amendment to the EOGP or its companion Specific Plan that TIC intends to process with the City of Orange (collectively, the “EOGP Documentation”); consequently, subject to the terms of the June 30, 1993 Master Agreement between SWD and TIC, SWD and IRWD reserve the right to comment upon and object to the EOGP Documentation, and challenge the EOGP and/or the companion Specific Plan and environmental documentation, except to the extent the same confirm something the Districts agreed to in this MOU.

3. Every provision of this MOU to be performed by any party hereto shall be deemed both a covenant and a condition and shall be a material consideration for performance of the other parties hereunder. Any breach hereof by any party shall be deemed a material default hereunder.

4. In any action, claim or proceeding between the parties or any two parties hereunder to enforce any of the provisions of this MOU or any right of any party hereto, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including actual attorneys’ fees, incurred therein by the successful party.

5. Any party may specifically and expressly waive in writing any portion of this MOU or any breach hereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. No waiver of any default shall be implied from any omission by any party to take action on account of such default. All rights, remedies, undertakings, obligations, covenants, conditions





and agreements contained in this MOU shall be cumulative and no one of them shall be exclusive of any other. In the event of a party's breach hereunder, any other party may seek damages or specific performance or pursue any other remedy at law or equity, whether or not stated in this MOU. This MOU may be amended only by a writing executed by all parties.

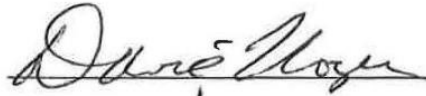
SERRANO WATER DISTRICT,  
a political subdivision of the State of California


IRVINE RANCH WATER DISTRICT,  
a political subdivision of the State of California

*ja*  
*4-14-03*

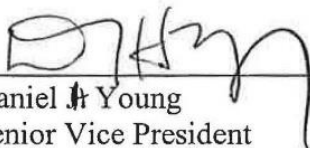
By:   
Title: President, Board of Directors

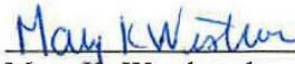
By:   
Title: GENERAL MANAGER

By:   
Title: General Manager

By:   
Title: District Secretary

THE IRVINE COMPANY,  
a Delaware corporation

By:   
Daniel Young  
Senior Vice President

By:   
Mary K. Westbrook  
Vice President

- Attachment 1: Resolution of Irvine Lake Issues dated April 11, 2003
- Exhibit A: Map Showing Land Transfers, Road Parcels, Slope Easement, Access Easement
- Exhibit B: Map Showing Proposed Golf Course

## Attachment 1

Resolution of Irvine Lake Issues  
April 11, 2003

## Future Ownership of Recreation Rights

- Any future sale, transfer or assignment of any party's reservoir recreational rights will require the unanimous written consent of the parties.

## Boundary Adjustments

- Immediate reservoir boundary adjustments transferring to TIC the "peninsula" parcels identified on Exhibit A, and to the Districts "Area A" and "Area B" identified on Exhibit A.
- Upon award of a construction contract for the widening and realignment of Santiago Canyon Road, reservoir boundary to be adjusted again to transfer all or a portion of the "road" parcels identified on Exhibit A to TIC, as needed for road right-of-way purposes.
- Following all development by TIC adjacent to the lake, reservoir boundary to be adjusted again to transfer to Districts any TIC owned property below the 800 foot elevation, excluding property presently subject to a conservation easement and excluding property downstream from the dam. If the parties do not develop a joint golf course as contemplated below, this 800 foot elevation adjustment will not be undertaken along the north eastern border of the reservoir boundary (Santiago Creek tributary area).
- Districts to receive an unrestricted vehicular access easement (30 foot minimum width) from Santiago Canyon road to the boundary of lake:
  - In the Limestone Creek area, and
  - In the Santiago Creek portion of the lake to the future golf course recreation area and the former sand and gravel operation site.

These easements can be modified to conform with future construction of local public roads serving development or recreational facilities north of Santiago Canyon Road.

- TIC to receive an unrestricted access easement within reservoir property in Limestone Creek area for public access to development, generally as shown on Exhibit A (exact location and area not yet determined). This easement can be modified to conform with future construction of local public road serving development.
- From the date of this MOU and until the above-described adjustments, TIC and Districts will not hereafter convey any fee, easement or other rights or interests in the respective adjustment parcels, including the property below 800 foot elevation.
- The 1993 agreement will be replaced with the aforementioned terms.

## Construction and Slope Easements

- TIC to receive construction and maintenance easements from the Districts near the "peninsula" parcels as shown on Exhibit A subject to:
  - All created slopes being constructed and armored consistent with appropriate standards as reasonably approved by Districts;

- TIC releasing Districts from, and providing Districts full indemnification satisfactory to the Districts for third party claims relating to, all liability for maintenance, repair and failure of TIC constructed slopes, including potential impacts associated with lake operations (but excluding active negligence or willful misconduct of Districts; provided, that under no circumstances shall any level of the lake water, or any filling, drawing, spilling or releasing of water, be deemed to constitute active negligence or willful misconduct);
  - Any HOA set up by TIC and involved in maintenance of the slopes will also release and indemnify Districts, but TIC will not thereby be relieved of its release and indemnification of Districts; and
  - No use of the easement for access to the lake water for any purpose other than temporary access in connection with the construction, maintenance and repair of the slopes.
- Landscaping on portions of slopes owned by Districts to be approved by Districts. TIC to be responsible for any handrails, fencing, signage or other safety design of trail on slope bench adjacent to District boundary.
  - Real estate sales disclosure by TIC for residential property adjacent to the lake shall include the lack of lake access, and the level changes and other attributes of an operating storage reservoir and open water body. TIC's contracts with its merchant builders for such residential property shall require them to provide the same such disclosures.
  - TIC shall have access to the lake to excavate and export fill material for use only in connection with TIC's development around the lake, and subject to the Districts' approval of excavation and fill plans in their sole discretion. All fill placed in the lake by TIC for development purposes shall be subject to the Districts' prior approval, and shall be offset by the removal of an equivalent or greater amount of material placed in location(s) approved by Districts that results in no net loss of effective storage between the 730 and 790 foot elevations.

#### Golf Course Development

- Districts agree to act in good faith with TIC to negotiate with a third party golf course developer and operator to build and operate a course on TIC's and the Districts' property, as shown on Exhibit B, under a mutually acceptable ground lease and profit participation partnership that includes the golf course and ancillary uses, such as the proposed lodge.
- Ground lease, profit participation and any other business terms negotiated for the development of the golf course and ancillary uses will not be subject to existing recreation rights agreement or reversionary deed clauses.
- Reclamation by Districts of the proposed golf course property within Districts' ownership (as shown on Exhibit B) to an approximate 800 foot elevation shall not constitute a violation of any deed use restriction in favor of TIC, and TIC shall not assert any claim to a reversionary interest in such property based thereon, so long as the Districts do not make any use of the reclaimed land area in violation of any deed use restriction or use permitted in the Haul Road Agreement (for so long as that Agreement is in effect). Otherwise, however, all existing use restrictions and reversionary rights in favor of TIC remain in effect.

## Water Quality Study

- Districts will provide letter approving new water quality study and scopes of work as an acceptable substitute for the scope of work required under the 1993 agreement.
- TIC will cover all costs of this water quality study. Districts will no longer have an obligation to fund 50% of this work.
- The data used to establish the baseline water quality condition in the lake shall be reviewed and approved by the Districts. Such review will be timely and such approval will not be unreasonably withheld.
- Districts will have right to review the final report and make a determination whether or not the final report conforms to the scope of work and adequately addresses the Districts' water quality concerns related to future development. Such review and determination will be timely and not be unreasonably withheld.
- The Reservoir Study Committee is no longer necessary.
- The 1993 agreement will be replaced with the aforementioned terms.

## Haul Road

- The Haul Road Agreement will terminate as to the Haul Road, Haul Road Connector and Bridge (and Connectors' License Agreement shall likewise terminate as to Connector 1 and the Bridge) on the earlier of (a) date TIC receives written notice signed by both Districts indicating that Districts, their contractors and employees are no longer using the Haul Road or (b) August 1, 2003. Upon termination of the Haul Road Agreement as to the Haul Road, TIC will accept the Haul Road and Haul Road Connector (but not the Bridge) in "as-is" condition. The Bridge will be removed by the Districts on or before June 1, 2004 (rather than within 180 days of such termination date) per the original agreement.
- The Haul Road Agreement will terminate as to the Access Road and Batch Plant Connector (and Connectors' License Agreement shall likewise terminate as to Connector 2) on the date Districts receive the vehicular access easement from Santiago Canyon road to the boundary of the lake, as referenced above in the "Boundary Adjustment" section of this MOU. Whether or not the Haul Road Agreement (and Connectors' License Agreement) has so terminated as to the Access Road and Batch Plant Connector on or before August 1, 2003, (a) on or before August 1, 2003, Districts will discontinue use of that Road and Connector for purposes of hauling excavated Accumulated Materials and (b) on or before October 1, 2003, Districts will remove from such Connector the Triangle Rock block wall signage, gate foundation blocks and any other such improvements (i.e., improvements other than the access road itself). The Haul Road Agreement (and Connectors' License Agreement) may continue as to that Road and Connector for purposes of providing the Districts access for passenger vehicles, light trucks and vehicles appropriate for removing Triangle Rock's office, scales and plant and trailering earth moving equipment, only until the date Districts receive the referenced vehicular access easement from Santiago Canyon road.
- Based on the Districts foregoing agreement to cease use of the Roads, Connectors and Bridge as described above, Districts will be (i) immediately relieved of responsibility for maintenance and repair of both Roads, both Connectors and Bridge under the Haul Road

Agreement and (ii) relieved of the obligation to pay TIC per-ton fees under the Haul Road Agreement for the period from and after May 1, 2003.

- Notwithstanding anything to the contrary in the foregoing: (A) until termination of the Haul Road Agreement and Connectors' License Agreement as to each Road, Connector and Bridge, Districts remain obligated for day-to-day removal of gravel, mud, trash and other debris on such Road, Connector and Bridge, (B) TIC shall have no responsibility for maintenance or repair of the Roads, Connectors or Bridge, and (C) to the extent the Districts, their contractors and/or invitees desire maintenance or repair of the same, the Districts shall be responsible for such maintenance and repair.
- Districts remain obligated for removal of the Bridge.
- Districts remain obligated for releasing and indemnifying TIC in connection with the Roads and the Connectors, per the original agreements.

#### Stabilization

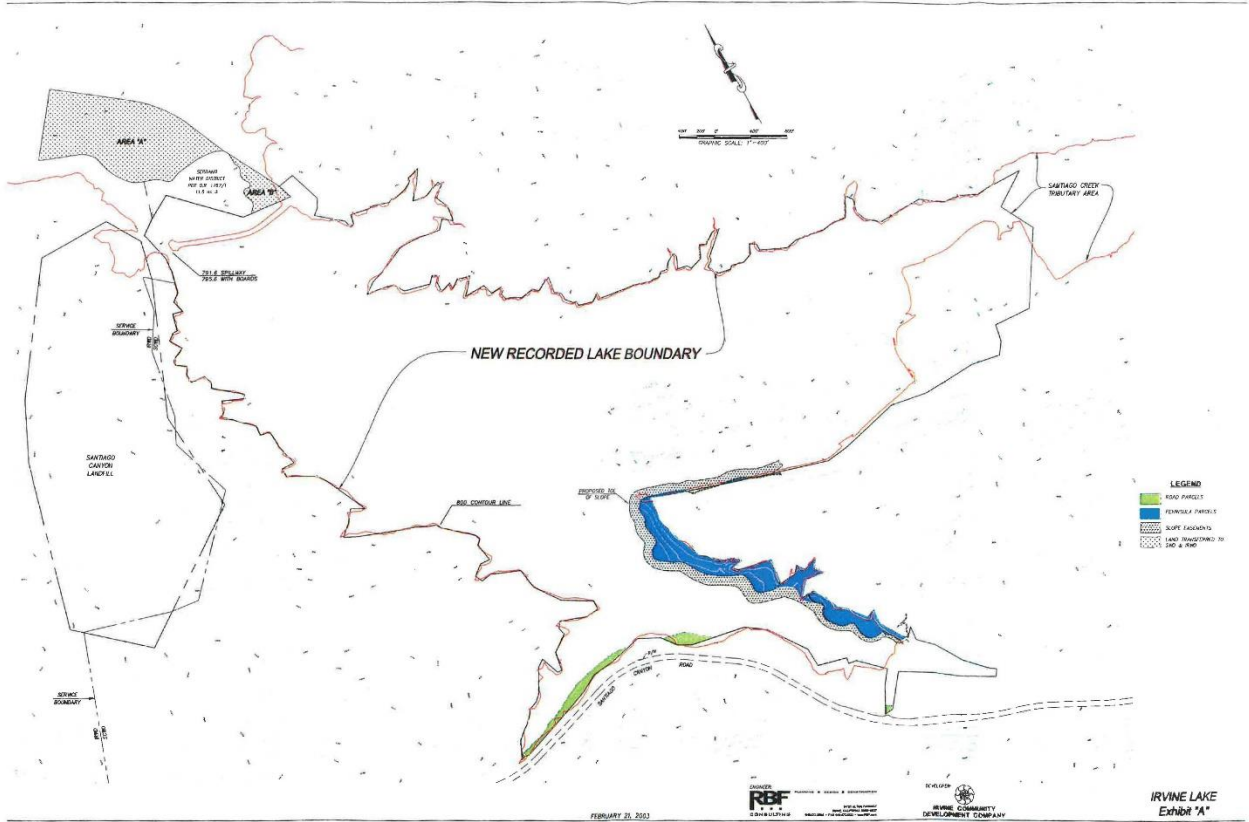
- TIC shall retain the right to stabilize the lake under the terms of the 1993 agreement

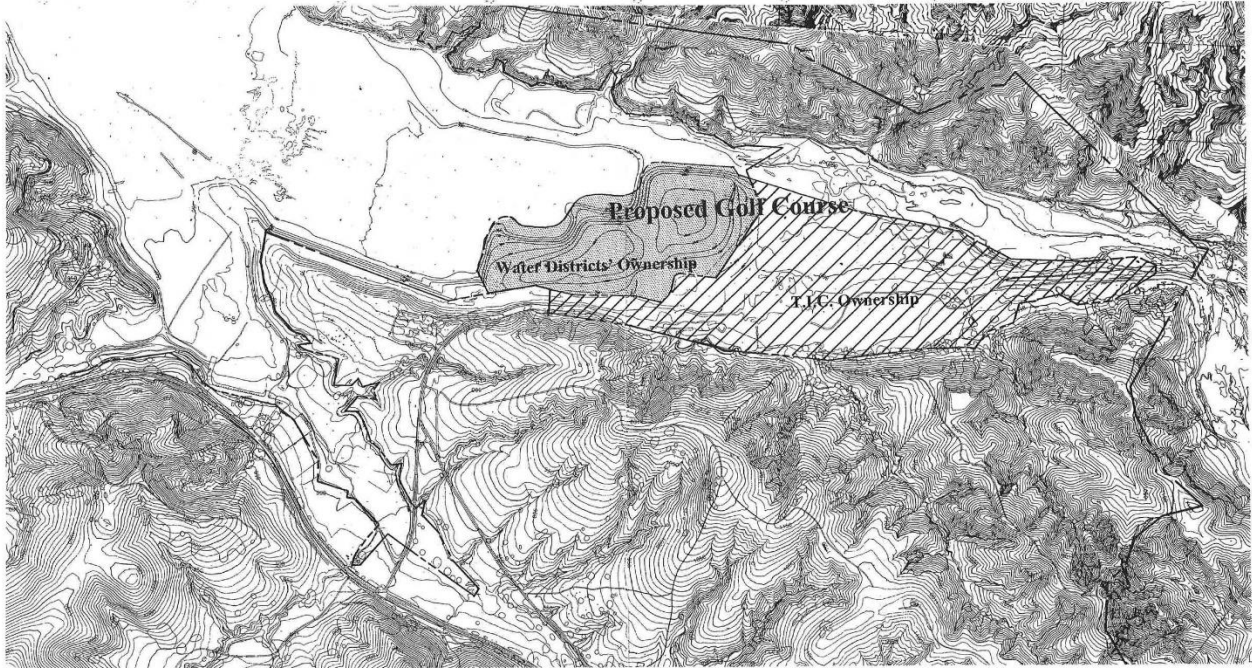
#### General

- Districts will sign documents and provide such other cooperation as may be required to permit or confirm rezoning of Districts' property to be transferred to TIC as shown on Exhibit A or to be included in possible golf development as shown on Exhibit B and to confirm Districts' concurrence with other matters described in this MOU for purposes in conjunction with TIC's applications and permitting of residential and commercial development (e.g. Districts will sign landowner's affidavit, or equivalent assurance, to accompany TIC's amendment for the East Orange General Plan). This obligation is not intended to require the Districts to incur expense, except expense mutually agreed to by the parties in pursuing approval for golf course development.
- If and to the extent permitted by the City of Orange, prior to public release of the CEQA and NEPA documents for TIC's development adjacent to the lake, TIC will provide the Districts with a screencheck draft of the water quality, erosion, hazardous materials, hydrology, storm flow and construction activities sections and confer with the Districts about these sections. The foregoing is intended to provide the Districts with a forum for providing advice and comments to TIC on these sections and is not meant to require that TIC revise the sections to address the Districts' comments or that TIC otherwise obtain the Districts' approval to these sections.
- The parties contemplate that the terms set forth in this outline will require the execution and delivery of the following agreements, but do not by listing them intend to affect the terms and provisions agreed to in this MOU, including their obligation to deliver such additional documents and perform such other acts as are necessary or appropriate to consummate and carry into effect the terms of this MOU:
  1. Amended 1993 Boundary Adjustment Agreement
  2. Construction and Slope Easement (new)
  3. Letter Amendment to 1993 Santiago Reservoir Study Plan Agreement

4. Golf Course Development and Participation Agreement(s) (new; replace 1993 Reclaimed Land letter agreement)

Drafting of the first three listed agreements will commence immediately upon execution of this MOU. Execution of the first two agreements will be concurrent. The third listed agreement will be executed sooner (i.e. in a matter of days following execution of the MOU). The fourth listed agreement(s) will be drafted and executed if and when the parties determine to pursue the golf course development.





02.17.03  
Not to scale

**Exhibit B**



**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

The Irvine Company LLC  
550 Newport Center Drive  
Newport Beach, CA 92660  
Attn: General Counsel’s Office

**WITH CONFORMED COPIES TO:**

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P.O. Box 57000  
Irvine, California 92619-7000  
Attn: Leslie A. Bonkowski, Secretary

and to:

Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attn: General Manager

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

**SPACE ABOVE THIS LINE FOR  
RECORDER’S USE**

**DECLARATION OF COVENANTS AND RESTRICTIONS AND  
TERMINATION OF REVERSIONARY RIGHTS  
(IRVINE LAKE)**

This Declaration of Covenants and Restrictions and Termination of Reversionary Rights (Irvine Lake) (“**Agreement**”) is effective as of the date of its recordation in the Official Records of Orange County, California ("Effective Date"), and is among SERRANO WATER DISTRICT, a political subdivision of the State of California formed and operating under the Irrigation District Law, California Water Code Section 20500 *et seq.* (“**SWD**”), IRVINE RANCH WATER DISTRICT, a California water district organized under and existing pursuant to Section 34000 *et seq.* of the California Water Code (“**IRWD**”) (collectively SWD and IRWD are the “**Districts**”), THE IRVINE COMPANY LLC, a Delaware limited liability company (“**TIC**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (“**County**”) (each a “**Party**” and collectively the “**Parties**”), with reference to the following facts:

A. Right of Reverter. TIC’s predecessor-in-interest previously entered into that certain agreement regarding water rights of Irvine Lake, and related matters with SWD’s predecessor-in-interest dated February 6, 1928 and recorded on April 29, 1929 in the Official Records of Orange County, California (“**Official Records**”) in Book 265, Pages 272 *et seq.* (the “**1928 Agreement**”). Pursuant to the 1928 Agreement, additional grant deeds were recorded on or about March 6, 1931, File #15,027, Doc. #7 (the “**1931 Deed**”), and on or about August 25, 1934 in Book 700, Page 1 (“**1934 Deed**”). In addition, in connection with the Boundary Correction Agreement dated June 30, 1993 and the subsequent survey of the boundary of Irvine

Lake completed in 2002, TIC recorded a deed establishing the correct high water boundaries of Irvine Lake on April 3, 2002, O.R. 20020279521 (“**2002 Deed**”) wherein TIC reserved for itself a right of reverter should any part of the land be abandoned by the Districts or used for any purpose other than reservoir purposes (the “**Reversionary Rights**”). The land described in the 2002 Deed may be referred to herein as the “**Reservoir Property**” and generally serves as the lake bed for the body of water commonly known as Santiago Reservoir or Irvine Lake (“**Irvine Lake**”).

B. Reservoir Property; Flats; Lake & Dam. The Districts are the current fee owners of the Reservoir Property, which is improved with a dam, a reservoir and related equipment such as intake towers, and including the land under and certain land surrounding Irvine Lake and within the Reservoir Property. The Reservoir Property is described on Exhibit A and depicted on Exhibit B. The Reservoir Property is comprised of: (1) the “**Flats**” as described in Exhibit A; and (2) the “**Lake and Dam**” as also described in Exhibit A, and constituting that portion of the Reservoir Property outside of the Flats.

C. Transfer of Recreation Rights. Concurrently with this Agreement, TIC is transferring to County its seventy-five percent (75%) interest in the recreation rights in the waters in the Reservoir Property (the “**Recreation Rights**”), and the Districts are conditioning their consent to such transfer of the Recreation Rights on TIC’s permanent termination of its Reversionary Rights in exchange for the establishment of the Restrictions (as defined below) as further set forth below.

D. Intention of the Parties. The Districts intend by this Agreement to establish covenants and restrictions on the Reservoir Property, in exchange for TIC’s agreement to terminate TIC’s Reversionary Rights as to the Reservoir Property. The Parties further intend to establish procedures for authorizing IRWD or SWD, collectively or individually, to use the Reservoir Property for purposes other than reservoir purposes and the enforcement of the Restrictions (as defined below) by the County in the event of a breach of the Restrictions by the Districts. In addition to County acquiring the Recreation Rights concurrently with this Agreement, County is the owner of land surrounding the Reservoir Property as identified on Exhibit D (together with the Recreation Rights, the “**County Property**”) and TIC and its affiliates are the owners and developers of a large and unique landholding in Orange County, California that is served by the Reservoir Property (a portion of which is identified on Exhibit E and is the “**TIC Property**”), and TIC is engaged in continuing to master-plan the TIC Property. The limitations on the Districts’ use of the Reservoir Property pursuant to the terms of this Agreement are an integral part of both (a) County’s use of the County Property and (b) TIC’s master plan for, and use and development of, the TIC Property. The Restrictions are hereby declared and agreed to be part of a general plan for the purpose of assuring the enhancement and protection of the value, desirability and attractiveness of both the County Property and the TIC Property.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Termination of Reversionary Rights. TIC and the County hereby relinquish and extinguish the Reversionary Rights under any and all agreements and deeds, or amendments thereto, pertaining to the land within the boundaries of the Reservoir Property, including, but not limited to the 1928 Agreement, the 1931 Deed, the 1934 Deed, and the 2002 Deed.

2. Declaration of Covenants and Restrictions. The Districts hereby establish in perpetuity the following covenants and restrictions (collectively, “**Restrictions**”) on the use of the Reservoir Property:

a. The Districts shall not use, and shall not knowingly permit others to use, the Reservoir Property for any purpose other than reservoir purposes. Reservoir purposes may include, but are not limited to:

(i) the storage or impoundment of water for use, purchase, and sale;

(ii) the operation, maintenance, repair, rehabilitation, replacement, and reconstruction of the reservoir, the intake tower and related appurtenances, the dam, spillway, parking areas, trails and all components thereof;

(iii) draining, dredging and silt removal as needed to conduct operation, maintenance, repair, rehabilitation, replacement, and reconstruction of the dam and various reservoir systems related to the reservoir and dam;

(iv) operation and maintenance of current and future treatment works, conveyance systems, and other facilities related to the Santiago Dam and the Districts’ water storage, conveyance and treatment services; and

(v) recreational uses by the Districts that will not interfere with the uses above. Recreational uses shall include, but not be limited to those provided for in Exhibit C, the contents of which are hereby incorporated by reference. These recreational uses may be augmented, amended, modified, or further defined by the Districts, TIC and the County through mutual agreement as set forth in Section 2.a(vi) below.

(vi) Prior to the Districts engaging in any Reservoir purpose not expressly authorized in 2.a.(i)-(v) above, or any additional recreational activities not expressly authorized in Exhibit C, each instance a “**Proposed Activity**”, the Districts shall provide written notice of the Proposed Activity to TIC and the County for review. The Proposed Activity must comply with the following mandatory criteria (“**Mandatory Criteria**”): (a) the Proposed Activity is a recreational use or ancillary use consistent with the existing authorized uses; (b) the Proposed Activity does not interfere with the primary purpose of water impoundment and protection of the water quality of Irvine Lake; and (c) the Proposed Activity complies with federal, state and local law. The written request shall inform TIC and the County in reasonable detail all material aspects of the Proposed Activity, as well as information or similar objective assessment of the Proposed Activity’s compliance with the Mandatory Criteria. As long as the Proposed Activity complies with the Mandatory Criteria and includes such required information, the Proposed Activity will be deemed approved by TIC unless TIC objects (or requests more information or time in order to assess the Proposed Activity as provided below) within thirty (30) days of receipt of the notice, and any such objections by TIC will not be unreasonably made,

conditioned, or delayed. No actual or deemed approved Proposed Activity shall constitute approval to any material aspect of the Proposed Activity that is not disclosed in the request to TIC or to any subsequent action or activity of the same or different nature, nor shall it alter any of the terms of this Agreement. If at any time during the thirty (30) day period, TIC reasonably requests in writing additional specified information regarding the Proposed Activity, the Districts shall promptly provide such information to TIC. If TIC reasonably requires more than thirty (30) days to respond to the request, TIC may so notify the Districts in writing during such thirty (30) day period. Such notice must specify TIC's reasons for desiring the extension and must set forth the date by which TIC will respond, which date may in no event exceed ninety (90) days after the original date of receipt of the request. If the extension is requested within the time period and in the manner required above, the response period within which TIC must respond as set forth above shall be extended to that date so requested by TIC. If the Districts fail to submit the Proposed Activity to TIC for review, or TIC objects to a Proposed Activity, then the Proposed Activity shall be considered rejected and the Districts shall not be allowed to engage in the Proposed Activity unless and until the Districts resubmit the request to TIC per the process above. Only after TIC approves the Districts' Proposed Activity (or the activity is deemed approved as set forth above) shall the County then consider the Districts' Proposed Activity. The Proposed Activity will be deemed approved by the County unless the County objects within thirty (30) days of receipt of the notice, and any such objections by the County will not be unreasonably made, conditioned, or delayed. Engaging in a Proposed Activity or any other activity not already expressly authorized in this Section 2.a.(i)-(v) without prior approval from TIC and the County, shall be deemed conclusive evidence of a breach of the Restrictions by the Districts. The County shall have all remedies available at law or in equity to enforce the Restrictions. In the event of any action brought by the County against the Districts to enforce the Restrictions, then the prevailing party shall be entitled to recover all of its costs and expenses, including court costs, expert fees, and reasonable attorneys' fees.

(vii) To ensure the County, or any County operator, has sufficient information to plan and coordinate the County's recreational activities, the Districts and County shall meet, at a minimum, on an annual basis to allow the Districts to inform the County of projected water levels (whether impacted by natural causes or drawdown by the Districts due to business operations) and water quality status, especially quality and/or quantity issues that may negatively impact fishing activities. Further, the Districts will provide immediate notice of any water level or water quality issues to the County that may arise from emergency situations, including but not limited to those situations that may threaten public health and public safety.

b. Nothing in this Agreement is intended to restrict the Districts' abilities to operate, maintain, or improve the Reservoir Property in other ways compatible with the use of Irvine Lake as a water reservoir or to otherwise comply with the requirements imposed by law.

c. The Districts may make temporary uses of the Reservoir Property for uses other than the allowed uses in Section 2.a above upon notice and the approval by the County in each case. Notice by either or both of the Districts must contain reasonably specific information as to the intended use. The temporary uses will be deemed approved unless the County objects within thirty (30) days of receipt of the Districts' notice, and any such objections by the County will not be unreasonably made, conditioned, or delayed. In the event of any such reasonable objection by the County, the Districts shall either (a) conform the temporary uses with the

County's objections, or (b) meet and confer with County within thirty (30) days of Districts' receipt of County's objections to resolve such objections of County. The Districts are responsible for coordinating with one another for any such temporary uses and the County is not responsible for responding to both Districts if the County is only contacted by one District.

3. Restrictions to Run with the Land; Dominant/Servient Tenements; Equitable Servitude. The Restrictions will run with and apply to each and every portion of the Reservoir Property, and shall inure to the benefit of the County Property pursuant to Civil Code Section 1468. For the purposes of these Restrictions, the Reservoir Property shall be deemed the servient tenement and the County Property shall be deemed the dominant tenement. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Reservoir Property or any improvements thereon is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the Reservoir Property or any such improvements. The County, for so long as it is the owner of any portion of the County Property shall have the right to enforce the Restrictions. If the County divests all of the County Property to a third party, then the owner of the portion of the County Property with the longest contiguous boundary with the Reservoir Property will be vested automatically with the sole and exclusive right to enforce the Restrictions. If, for any reason, the Restrictions herein described shall be deemed unenforceable pursuant to Civil Code Section 1468, the Restrictions shall be deemed enforceable as equitable servitudes, and enforced as such by the County, to the benefit of the County Property as the dominant tenement and the Reservoir Property as the servient tenement.

4. Incorporation into Deeds and Leases. The Districts covenant that the Restrictions shall be incorporated by reference or attached to each and all deeds, leases, licenses or other agreements for use or operation of all or any portion of the Reservoir Property. This Agreement will be deemed binding on all successors, assigns, licensees, and lessees and users as described in the prior sentence of any portion of the Reservoir Property, regardless of whether a copy of this Agreement has been attached to or incorporated into any such deed, lease, license or other agreement.

5. TIC Enforcement of Restrictions.

a. While the County shall have the primary right and obligation to enforce the Restrictions through any means available under law or equity, if the County fails to enforce the Restrictions within three (3) months (or such lesser amount of time in the event of an "emergency" as further set forth below) after receiving written notice from TIC of an alleged breach by the Districts (a "**Violation Notice**"), then TIC will have the right, but not the obligation, to require the County to enforce the Restrictions against the Districts (such enforcement right is the "**TIC Enforcement Right**"). During such three (3) month period after the Violation Notice, County shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to enforce the Restrictions against the Districts. If TIC reasonably determines that the Restrictions have been violated and circumstances require immediate action to prevent, terminate or mitigate a significant violation of the Restrictions (i.e. an "emergency" which involves circumstances that would result in imminent harm to human safety or severe destruction of property), TIC may give a Violation Notice and, following receipt

by County of such Violation Notice, TIC may then pursue its remedies under this Agreement without waiting for the completion of the three (3) month period provided above. In the event of any action instituted between the County and TIC in connection with the TIC Enforcement Right, then the prevailing party shall be entitled to recover all of its costs and expenses, including court costs, expert fees, and reasonable attorneys' fees in connection with such action.

b. For purposes of TIC exercising its rights and powers under this Agreement, and as used in Exhibit E, "**TIC**" means (i) The Irvine Company LLC, (ii) any affiliate of The Irvine Company LLC; (iii) any successor to The Irvine Company LLC by acquisition of all or substantially all of its assets; or (iv) any successor to The Irvine Company LLC or any affiliate by merger, consolidation or other form of business combination; provided that, notwithstanding any provision of this Agreement, an assignment to and assumption by an affiliate of or successor to The Irvine Company LLC pursuant to clauses (ii), (iii) or (iv) above shall not require the recordation of such assignment in the Official Records of Orange County (and any such affiliate or successor shall provide reasonable evidence of such assignment to the Districts or County upon such Party's request). As used herein, an "affiliate" of The Irvine Company LLC shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, The Irvine Company LLC or its successor pursuant to clause (iii) above. Notwithstanding the foregoing, there shall not be more than one (1) party exercising the rights and powers of TIC under this Agreement at any time. In the event more than one party attempts to exercise the rights and powers of TIC, The Irvine Company LLC (or its successor pursuant to clauses (iii) or (iv)) above shall designate the applicable party to enforce the rights of TIC under this Agreement.

c. For the purposes of the TIC Enforcement Right, the County's obligation to enforce the Restrictions is subject and subordinate to the County's obligations set forth in that certain Grant Deed of Conservation Easement ("**Conservation Easement**"), recorded in the County of Orange on December 29, 2014 as instrument number 2014000561433, including but not limited to section 14 therein, and will run with each and every portion of the County Property (subject to Section 3 of this Agreement) pursuant to Civil Code Section 1468, and subject to the following paragraph, shall inure to the benefit of the TIC Property and the owners thereof. For the purposes of the TIC Enforcement Right, the County Property shall be deemed the servient tenement and the TIC Property shall be deemed the dominant tenement. This Agreement does not modify or amend the Conservation Easement in any way. In the event the County's obligations to enforce the Restrictions under this Agreement conflict with the County's obligations under the Conservation Easement, the County's obligations under the Conservation Easement shall control. TIC shall hold harmless the County and waive any right to prosecute any action, claim, challenge, or dispute against the County that TIC may have against the County related to any alleged violation of the Conservation Easement that arguably results from TIC providing approval to a Proposed Activity that occurs within the Reservoir Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the County Property (subject to Section 3) is and shall be conclusively deemed to have consented and agreed to the County's obligation to enforce the Restrictions, whether or not any reference to this instrument is contained in the instrument by which such person acquired an interest in the County Property or any such improvements. If, for any reason, the TIC Enforcement Right shall be deemed unenforceable pursuant to Civil Code Section 1468, the TIC Enforcement Right shall be deemed enforceable as equitable servitudes, and enforced as such by

TIC, to the benefit of the TIC Property as the dominant tenement and the County Property as the servient tenement.

d. In the event that any portion of the TIC Property is conveyed by TIC or its affiliates to a non-affiliated third party (each parcel of the TIC Property so transferred is hereinafter referred to as a “**Transferred Parcel**”), the Transferred Parcel shall no longer be part of the TIC Property and the TIC Enforcement Right shall cease to benefit the Transferred Parcel and the third party owner thereof. Any transfer of any portion of the TIC Property to any party under clauses (i) through (iv) in Section 5.b above will not be deemed a Transferred Parcel.

6. No Dedication Intended. Nothing set forth herein is to be construed to be a gift or grant of a dedication, or offer of a gift or dedication, of the Reservoir Property or any portion thereof to the general public.

7. Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Agreement, each such notice, demand, or other communication shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or an official of a government agency being served; (b) the next business day, if sent by Federal Express or other reputable overnight courier; or (c) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

IF TO THE DISTRICTS:

Serrano Water District  
18021 East Lincoln Street  
Villa Park, CA 92861  
Attn: General Manager

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92619-7000  
Attn: General Manager

IF TO TIC:

The Irvine Company LLC  
550 Newport Center Drive  
Newport Beach, CA 92660  
Attn: General Counsel’s Office

IF TO THE COUNTY:

OC Parks  
13042 Old Myford Road  
Irvine, CA 92602  
Attn: Director, OC Parks

CEO Real Estate  
Attn: Chief Real Estate Officer  
333 West Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

8. Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included.

9. References. All references to code sections include successor provisions.

10. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of California. The venue for any action will be Orange County, California.

11. Termination or Amendment. This Agreement may be validly terminated, amended or modified, in whole or in part, only by recordation in the Office of the Orange County Recorder of a proper instrument duly executed and acknowledged by the Districts, the County and TIC.

*[signatures on following page]*



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**IRVINE RANCH WATER DISTRICT**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paul A. Cook  
General Manager

By: \_\_\_\_\_  
Claire Hervey Collins  
District Counsel

By: \_\_\_\_\_  
Leslie Bonkowski  
Secretary

**SERRANO WATER DISTRICT**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
President & Director

By: \_\_\_\_\_  
Jeremy N. Jungreis  
General Counsel

By: \_\_\_\_\_  
Jerry Vilander  
General Manager

**THE IRVINE COMPANY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Print Name:  
Title:

**COUNTY OF ORANGE,**  
a body corporate and politic

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael A. Haubert  
Deputy County Counsel

By: \_\_\_\_\_  
Thomas A. Miller

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF ORANGE                    )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

(SEAL)

**EXHIBIT A****RESERVOIR PROPERTY  
“LAKE AND DAM” AND  
“FLATS”****LEGAL DESCRIPTION**

Those certain parcels of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 69, 70, 78 and 79 of Irvine’s Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being more particularly described as follows:

**“LAKE AND DAM”:**

Being that certain parcel of land described as Irvine Lake in that certain grant deed recorded April 3, 2002 as Instrument No. 20020279521 of Official Records in said Office of the County Recorder.

**EXCEPTING THEREFROM** that portion of said Irvine Lake described as follows and hereinafter referred to as the **“FLATS”**:

**BEGINNING** at a point on the southeasterly line of said Irvine Lake being the northeasterly terminus of that certain course described in said deed as having a bearing and distance of South 32°05’59” West 917.93 feet; thence along the southeasterly and southerly line of said Irvine Lake the following courses: South 32°05’59” West 917.93 feet; thence North 86°38’06” West 418.44 feet; thence South 11°45’04” West 194.87 feet; thence South 35°19’28” West 157.49 feet; thence North 79°30’38” West 338.67 feet; thence South 88°04’40” West 598.06 feet; thence North 79°48’42” West 361.00 feet; thence leaving said southerly line of Irvine Lake North 79°00’00” East 229.00 feet; thence North 53°00’00” East 164.00 feet; thence North 4°30’00” West 298.00 feet; thence North 9°30’00” East 130.00 feet; thence North 16°00’00” East 83.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 200.00 feet; thence northeasterly and easterly along said curve through a central angle of 78°00’00” an arc distance of 272.27 feet; thence tangent from said curve South 86°00’00” East 86.00 feet; thence East 396.00 feet thence North 16°30’00” East 154.00 feet; thence North 80°00’00” East 242.00 feet; thence North 80°30’00” East 842.85 feet; thence South 77°00’00” East 136.45 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 34.930 Acres, more or less.

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

**EXHIBIT “B”** attached hereto and by this reference made a part hereof.

Prepared by me or under my direction:

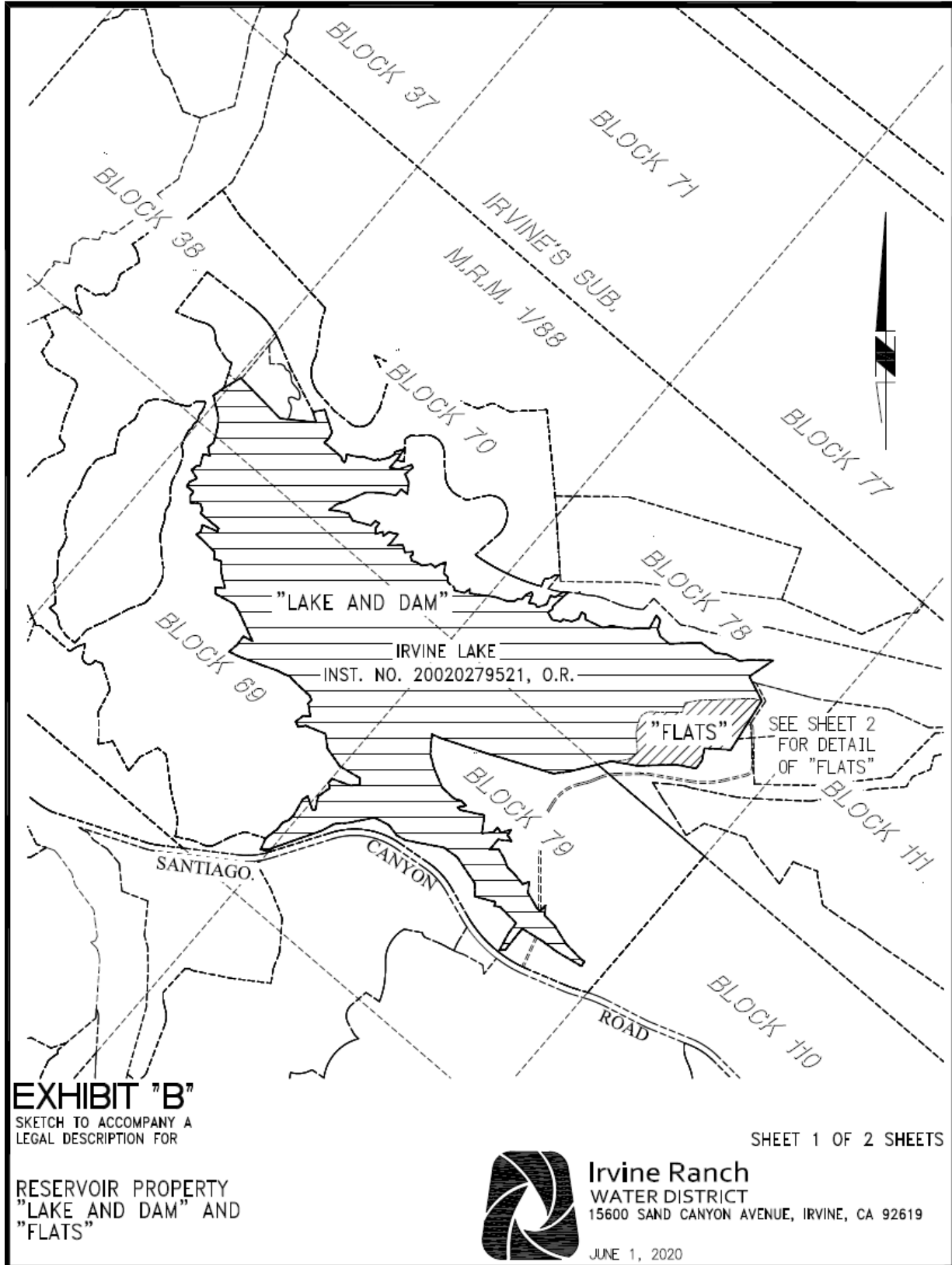
**Dated:** June 1, 2020

Gregory S. Borchard, P.L.S. 7705  
License expires December 31, 2020



**EXHIBIT B**

**DEPICTION OF RESERVOIR PROPERTY, INCLUDING "FLATS" and "LAKE AND DAM" SUB-PARCELS**



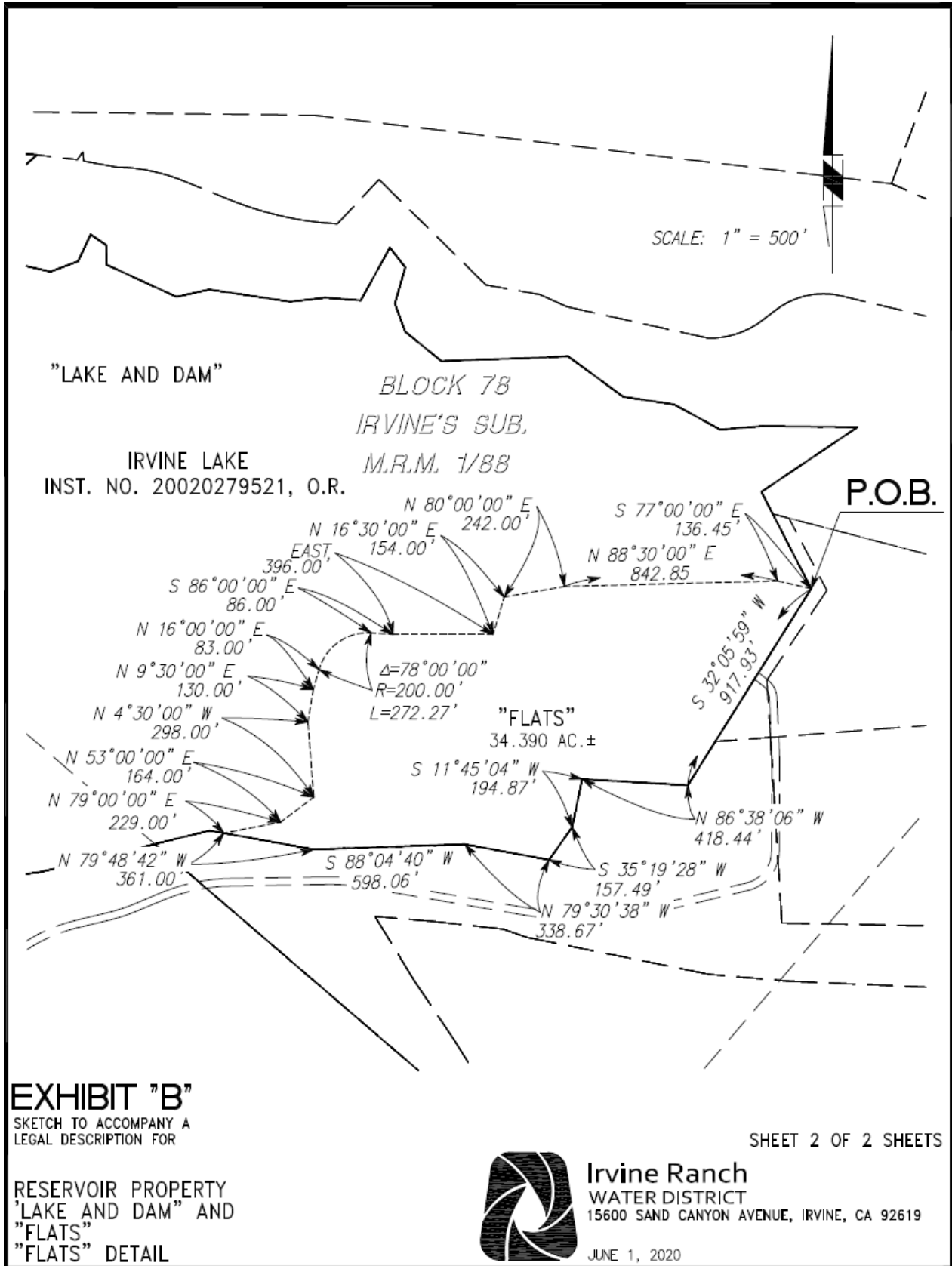
SHEET 1 OF 2 SHEETS



**Irvine Ranch**  
WATER DISTRICT  
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JUNE 1, 2020

RESERVOIR PROPERTY  
"LAKE AND DAM" AND  
"FLATS"



**EXHIBIT "B"**  
SKETCH TO ACCOMPANY A  
LEGAL DESCRIPTION FOR

SHEET 2 OF 2 SHEETS

RESERVOIR PROPERTY  
'LAKE AND DAM' AND  
'FLATS'  
'FLATS' DETAIL



**Irvine Ranch**  
WATER DISTRICT  
15600 SAND CANYON AVENUE, IRVINE, CA 92619

JUNE 1, 2020

EXBLAT-RESERVIOR-2.DWG

**EXHIBIT C****PERMITTED RECREATIONAL USES OF RESERVOIR PROPERTY**

**All recreational uses are subject to the primary purpose of water impoundment and storage, and protection of the water quality of Irvine Lake.**

Lake (County/Serrano)

Recreation such as

- Fishing
- Boating - County, District, or concessionaire/operator fleet (but not public/personal vessels)
- Walking
- Bicycling
- Picnicking
- Bird watching
- Operational facilities and equipment to support the uses described above, including docks, vehicle parking, and related amenities such as sanitation facilities, subject to design and location approval by the Districts.
- Any other recreational and ancillary uses mutually agreed upon by Districts, TIC and the County pursuant to Section 2.a(vi) of the Agreement

**Note:** swimming and any other bodily contact with the water impounded in the Reservoir is strictly prohibited.

To ensure the County, or any County operator, has sufficient information to plan and coordinate the County recreational activities, the Districts and County shall meet, at a minimum, on an annual basis to allow the Districts to inform the County of projected water levels (whether impacted by natural causes or drawdown by the Districts due to business operations) and water quality status, especially quality issues that may negatively impact fishing activities. Further, the Districts will provide immediate notice of any water level or water quality issues to the County that may arise from emergency situations, including but not limited to those situations that may threaten public health and public safety.

Flats (Serrano/IRWD)

Recreation such as

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ Walking</li> <li>▪ Bicycling</li> <li>▪ Bird watching</li> <li>▪ Fishing</li> <li>▪ Picnicking</li> <li>▪ Barbeques</li> <li>▪ Group parties or events</li> <li>▪ Concerts</li> <li>▪ Car shows</li> </ul> | <ul style="list-style-type: none"> <li>▪ Festivals</li> <li>▪ Camping (including with recreational vehicles) and associated vehicle parking and related amenities, such as sanitation facilities</li> <li>▪ Any other recreational and ancillary uses mutually agreed upon by Districts, TIC and the County pursuant to Section 2.a(vi) of the Agreement.</li> </ul> |
|---|--|



**EXHIBIT “D”**

**PROPOSED USE COVENANT  
AT IRVINE LAKE**

**LEGAL DESCRIPTION****JAMES LICENSE PARCEL:**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 78, 79 and 111 of Irvine’s Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being that certain parcel of land described “BLACK STAR WILDERNESS PARK – PR32C-110” also known as “James License Parcel – East Orange Area II” in that certain gift deed recorded June 1, 2015 as Instrument No. 2015000281264 of Official Records in said Office of the County Recorder.

**RECREATION PARCEL:**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 69 and 79 of Irvine’s Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being that certain parcel of land described as “OPEN SPACE – OS31D-101” also known as “29-Acre Parcel – East Orange Area II” in that certain gift deed recorded June 12, 2019 as Instrument No. 2019000205217 of Official Records in said Office of the County Recorder.

**ACCESS ROAD PARCEL:**

That certain parcel of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 78 and 79 of Irvine’s Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being that certain parcel of land described as “IRVINE RANCH OPEN SPACE – OS31D-102” also known as “4.5 Acre Access Road Parcel – East Orange Area II” in that certain gift deed recorded September 4, 2019 as Instrument No. 2019000330637 of Official Records in said Office of the County Recorder.

**PARCELS SUBJECT TO CONSERVATION EASEMENT:**

Those certain parcels of land situated in the unincorporated territory of the County of Orange, State of California being those portions of Blocks 38, 70, 78, 79, 110, 111, 115 and 116 of Irvine’s Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, being those certain parcels of land described as “PARCEL 1 BLACKSTAR WILDERNESS PARK-PR32C-107”, “PARCEL 2 LIMESTONE CANYON NATURE PRESERVE-PR41D-307”, and “PARCEL 3 FREMONT CANYON NATURE PRESERVE-PR24A-113” in that certain gift deed recorded December 19, 2014 as Instrument No. 2014000562473 of Official Records in said Office of the County Recorder.

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

**EXHIBITS “D” and “D-1”** attached hereto and by this reference made a part hereof.

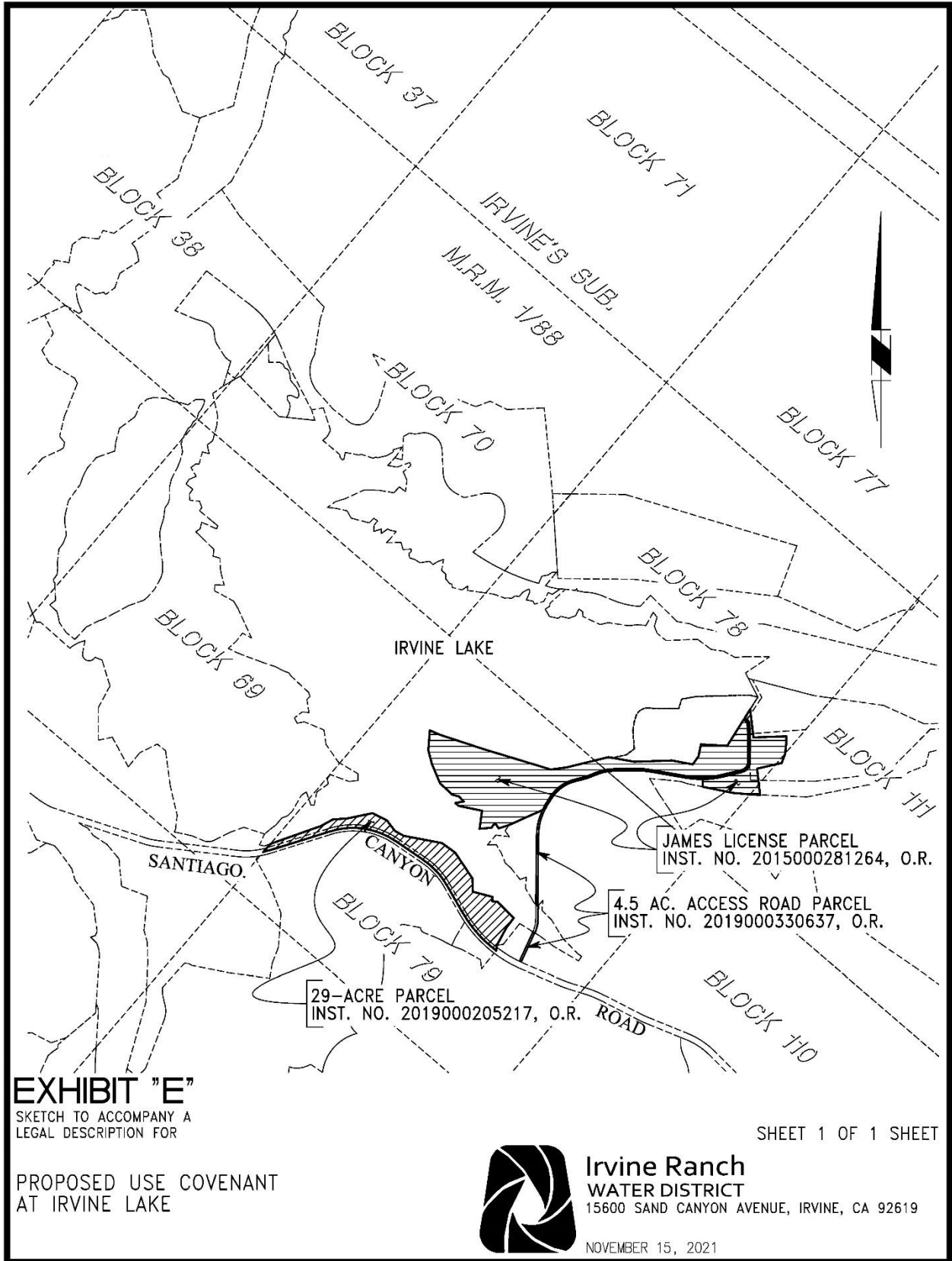
Prepared by me or under my direction:

**Dated:** December 13, 2021



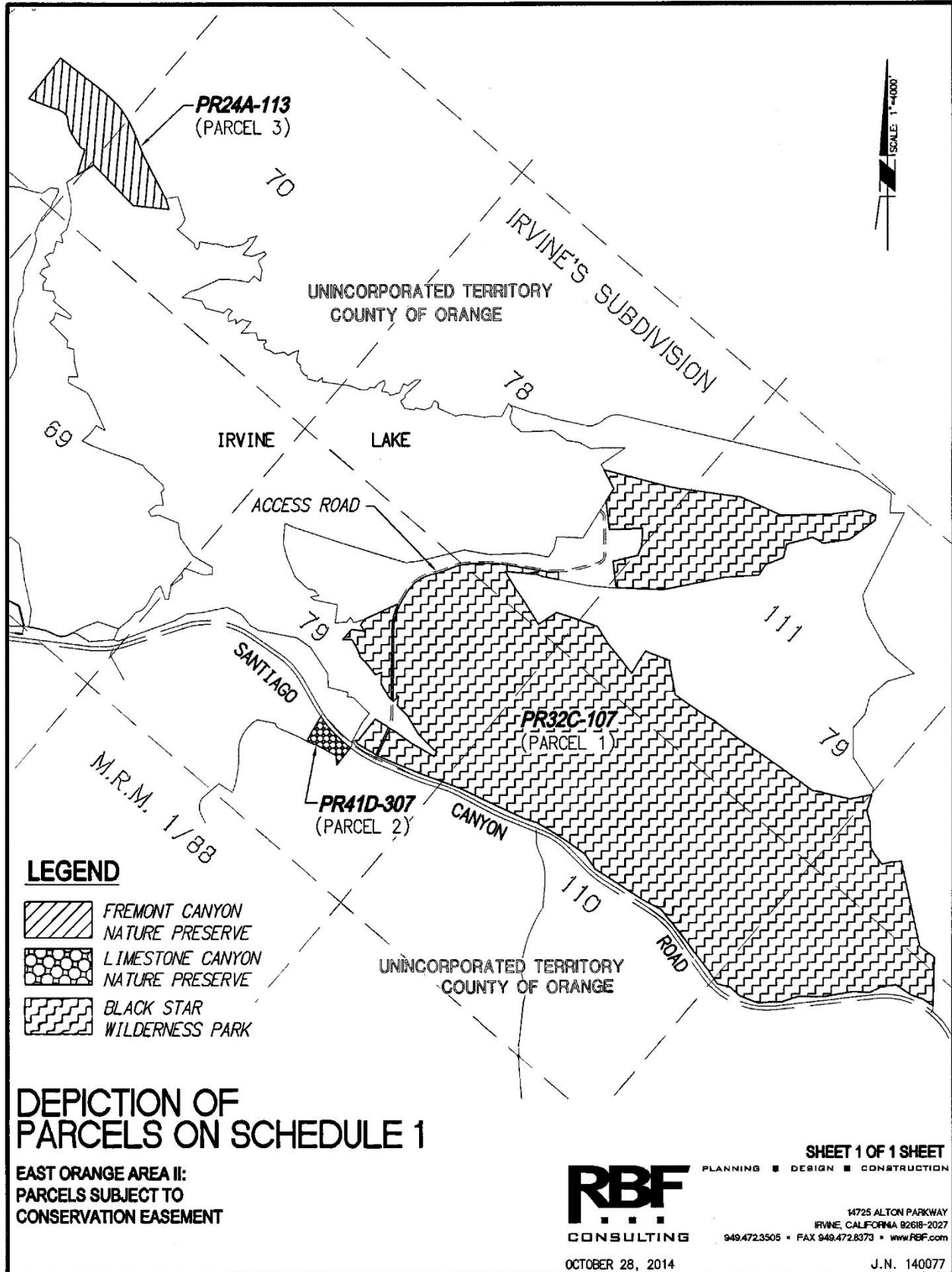
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Gregory S. Borchard, P.L.S. 7705  
License expires December 31, 2022



EXEPLAT-PUC-1.DWG

# EXHIBIT "D-1"



**EXHIBIT E**

**TIC PROPERTY**

The properties described below shall constitute the “TIC Property” for purposes of this Agreement, provided that any such property shall cease being part of the TIC Property at such time as fee title to such property ceases to be owned by any of The Irvine Company LLC (“TIC”), The Irvine Land Company LLC (“TILC”) or any of their respective divisions, subsidiaries or affiliates, or successor thereof pursuant to clauses (iii) or (iv) under Section 5.b of the Agreement.

**I. PROPERTIES LOCATED IN CITY OF IRVINE.**

1. Woodbury Town Center

Lot 1 of Tract No. 16755, in the City of Irvine, County of Orange, as shown on a Map filed in Book 866, Pages 12 to 21, inclusive, of Miscellaneous Maps, Records of Orange County, California.

2. Quail Hill Shopping Center

Lot 3 of Tract No. 16225, in the City of Irvine, County of Orange, as shown on a map filed in Book 829, Pages 1 to 29, inclusive, of Miscellaneous Maps, Records of Orange County, California.

3. Westpark Plaza

PARCEL A:

Parcel 1 of that certain Lot Line Adjustment No. 86-LL-0044, in the City of Irvine, County of Orange, State of California, recorded May 20, 1987, as Instrument No. 87-282633, Official Records of said Orange County, California, excepting therefrom that portion of said land conveyed to the Orange County Flood Control District by Deed recorded July 29, 1993, as Instrument No. 93-0507180, Official Records of Orange County, California.

PARCEL B:

Easements for parking and access over Lot 16 of Tract No. 12355, in the City of Irvine, County of Orange, State of California, as per Map recorded in Book 556, Pages 15 to 36, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County, which easements are more particularly set forth in that certain instrument entitled “Declaration as to Access Easements,” recorded March 12, 1991, as Instrument No. 91-111920, Official Records of Orange County, California.

4. Harvard Place  
Parcel 1, in the City of Irvine, County of Orange, State of California, of Lot Line Adjustment 86-LL-0042, recorded on May 20, 1987, as Instrument No. 87-282634 of Official Records of Orange County.
5. Retail Center at Culver & Irvine (Northpark Plaza)  
Parcel 1 of Parcel Map No. 97-134 in the City of Irvine, County of Orange, as shown on a Map filed in Book 305, Pages 39, 40 and 41 of Parcel Maps, Records of Orange County, California.
6. West Irvine/The Market Place II  
Parcels 1 and 2 of Parcel Map No. 93-204 in the City of Irvine, County of Orange, State of California, as shown on a Map filed in Book 291, Pages 18 to 23 of Parcel Maps, in the Office of the County Recorder of Orange County, California.
7. West Irvine/The Market Place III  
All of Parcel Map No. 98-167, in the City of Irvine, County of Orange, as shown on a Map filed in Book 305, Pages 16 to 21, inclusive, of Parcel Maps, Records of Orange County, California.
8. Oak Creek Village Center  
Lot 1 of Tract No. 15216, in the City of Irvine, County of Orange, as shown on a Map filed in Book 742, Pages 49 and 50 of Miscellaneous Maps, Records of Orange County, California.
9. Irvine Spectrum Center  
That portion of Lot 292, Block 156 of the Irvine Subdivision in the City of Irvine, County of Orange, State of California, as shown on a Map filed in Book 1, Page 88 of Miscellaneous Maps in the Office of the County Recorder of said County, described as follows:  
  
Beginning at the northwesterly terminus of that certain course in the easterly right-of-way line of Fortune, a public street, shown as “north 41°52’09” west, 512.82 feet” on Parcel Map No. 87-364 filed in Book 241, Pages 14 through 16, inclusive, of Parcel Maps in the Office of the County Recorder of said County, said point also being the beginning of a curve concave easterly, having a radius of 684.00 feet; thence along said right-of-way line of Fortune as shown on said Parcel Map 87-364 and as shown on Parcel Map 87-427 filed in Book 252, Pages 19 through 22, inclusive, of Parcel Maps, Records of said County, the following four (4) courses: (1) northwesterly 413.13 feet along said curve through a central angle of 34°36’21” to the beginning of a compound curve having a radius of 554.00 feet; (2) northwesterly, northerly and northeasterly, 940.45 feet along said compound curve through a central angle of 97°15’48”; (3) east 199.84 feet to the beginning of a curve concave northerly, having

a radius of 246.00 feet; (4) easterly, 221.52 feet along said curve through a central angle of 51°35'38"; thence, north 36°24'22" east, 40.68 feet; thence north 78°40'37" east, 34.30 feet to the southwesterly line of that certain land described in a Deed to the State of California recorded on August 13, 1985, as Instrument No. 85-300430, Official Records of said County and as shown on said Parcel Map No. 87-427; thence along said southwesterly line the following two (2) courses: (1) south 53°58'29" east, 50.76 feet; (2) north 36°21'52" east, 104.52 feet; thence leaving said southwesterly line and traversing the interior of said Lot 292 the following fifteen (15) courses: (1) south 46°05'24" east, 49.06 feet; (2) south 31°42'37" east, 89.49 feet; (3) south 47°47'43" west, 62.83 feet; (4) north 42°12'18" west, 5.62 feet to the beginning of a curve concave southeasterly, having a radius of 4.50 feet; (5) westerly, southwesterly, and southerly 7.49 feet along said curve through a central angle of 95°18'46"; (6) south 42°28'56" west, 104.32 feet; (7) south 04°31'29" east, 335.20 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 30.73 feet, a radial line through said point bears north 77°35'50" east; (8) southeasterly, 14.23 feet along said curve through a central angle of 26°32'25" to the beginning of a non-tangent curve, concave to the southwest having a radius of 1097.95 feet, a radial line through said point bears south 87°38'31" east; (9) southeasterly, 826.32 feet along said curve through a central angle of 43°07'15" to the beginning of a non-tangent curve concave southwesterly having a radius of 45.63 feet, a radial through said point bears south 46°43'17" east; (10) southeasterly, 8.29 feet along said curve through a central angle of 10°24'41"; (11) non-tangent to said last mentioned curve, south 51°25'42" west, 73.01 feet; (12) south 32°47'46" east, 282.39 feet; (13) south 57°12'14" west, 155.00 feet; (14) south 32°47'46" east, 30.00 feet; (15) south 57°12'14" west, 159.40 feet to the northeasterly right-of-way line of Fortune as shown on said Parcel Map No. 87-364; and the beginning of a non-tangent curve concave southwesterly, having a radius of 346.00 feet, a radial through said point bears south 89°40'51" east; thence along said right-of-way line the following two (2) courses : (1) westerly and northwesterly, 254.77 feet along said curve through a central angle of 42°11'18"; (2) north 41°52'09" west, 512.82 feet to the point of beginning.

10. Irvine Technology Center

Lots 2 through 15, inclusive, and Lots 17 through 20, inclusive, of Tract No. 15661 in the City of Irvine, County of Orange, State of California, as shown on a Map filed on June 30, 1998, as Instrument No. 19980416848, in Book 770, at Pages 12 through 20, inclusive, of the Official Records of Orange County, California.

11. Westpark Village

Lot 16 of Tract No. 12355, in the City of Irvine, County of Orange, State of California, as per map recorded in Book 556, Pages 15 to 36, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California.

12. Crossroads Shopping Center

Parcels 3 through 7, inclusive, and A and B of Parcel Map No. 86-138 recorded in Book 215, Pages 18 through 21, inclusive, of Parcel Maps, Official Records of Orange County, California; and Parcels 1, 2, 8, 9, 10, A, B, C, D and E as shown on Exhibit "A" to that certain Lot Line Adjustment No. 87-LLA-0068 recorded on November 16, 1987 as Instrument No. 87-64803, Official Records of Orange County, California.

13. Alton Square

Parcel 9, as per map filed in Book 135, Pages 11 to 15, inclusive, of Parcel Maps, Records of Orange County, California.

14. Oak Creek Golf Course

Parcels 1, A and B of Parcel Map 94-200 in the City of Irvine, County of Orange, State of California, as shown on a Map filed on February 23, 1996, as Instrument No. 96-0100462, in Book 291 at Pages 28 through 34, inclusive, of the Official Records of Orange County, California.

15. University Research ParkPARCEL A:

A leasehold interest in that certain property in the City of Irvine, County of Orange, State of California, described as Parcels 1 through 4, inclusive, as shown on a Map, recorded in Book 173, Pages 17 through 22, inclusive, of Record of Surveys in the Office of the County Recorder of said County, as per the Memoranda of Lease recorded May 5, 1999, as Instrument No. 19990328619 and October 30, 2000, as Instrument Nos. 20000454625, 20000454626 and 20000454627, Official Records of Orange County, California.

PARCEL B:

That property described as Parcels 1 to 9, inclusive, of Parcel Map No. 94-160 in the City of Irvine, County of Orange, State of California, as shown on a Map filed on June 14, 1996, as Instrument No. 96-0303310, in Book 293, Pages 6 to 11, inclusive, of Parcel Maps, as modified by Lot Line Adjustment 33324-LL recorded February 25, 1999, as Instrument No. 19990135421, Lot Line Adjustment No. 38355-LL recorded September 15, 1999, as Instrument No. 19990663936, Lot Line Adjustment No. 38615-LL recorded November 8, 1999, as Instrument No. 19990777735, Lot Line Adjustment No. 41522-LL recorded February 23, 2000, as Instrument No. 20000095623, and Lot Line Adjustment No. 43246-LL recorded May 25, 2000, as Instrument No. 20000275182, all of Official Records, Orange County, California.



16. Orchard Hills Shopping Center

That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being all of Lot 1 of Tract Map No. 17004 recorded on June 12, 2007, as Instrument No. 2007000372942, in Book 891, Pages 1 through 53, inclusive, of Miscellaneous Maps, in the Official Records of Orange County, California.

17. Orchard Hills Apartments

That certain parcel of land situated in the City of Irvine, County of Orange, State of California, being all of Lot 2 of Tract No. 17004 recorded on June 12, 2007, as Instrument No. 2007000372942, in Book 891, Pages 1 through 53, inclusive, of Miscellaneous Maps, in the Official Records of Orange County, California.

18. Woodbury East Apartments

Lot 18 of Tract No. 17086, as shown on a map filed in Book 890, Pages 1 to 20, inclusive, of Miscellaneous Maps, Records of Orange County, California.

19. Stonegate Apartments

Lot 18 of Tract No. 17086, as shown on a map filed in Book 890, Pages 1 to 20, inclusive, of Miscellaneous Maps, Records of Orange County, California.

20. The Park Apartments in Irvine Spectrum

Those certain parcels of land situated in the City of Irvine, County of Orange, State of California being all of Parcels "A" and 1-3, inclusive, of Parcel Map No. 2006-220 filed in Book 269, Pages 42 through 45, inclusive, of Parcel Maps on file in the office of the County Recorder of Orange County, California.

21. The Village Apartments in Irvine Spectrum

Lot 1, 2 and 3 of Tract 16552 in the City of Irvine, County of Orange, State of California, being a subdivision of parcels 1 and 2, portions of Irvine Center Drive and Pacifica of Parcel Map No. 90-204 as shown on a map filed in book 269, pages 42 – 45, inclusive of Parcel maps and portion of Irvine in the office of the County Recorder of Orange County, California.

22. Cypress Village Apartment Communities (Murano, Cadenza, Veneto, Umbria and Avella)

Lots 1, 2, 5, 6 and 7 of Tract 17394, as shown on a map filed in Book 902, pages 33 through 43, inclusive, of Miscellaneous Maps, records of Orange County, California.

Lots 5 and 6 of Tract 17612, as shown on a map filed in Book 924, pages 1 through 14, inclusive, of Miscellaneous Maps, records of Orange County, California.

23. Los Olivos Apartments

Lots 1-14 and Lots A, B, E and F of Tract 17216, as shown on a map filed in Book 908, Pages 17-24, inclusive, of Miscellaneous Maps, records of Orange County, California.

24. Portola Place Apartments

Lot 20 of Tract 16780, as shown on a map filed in Book 867, pages 18 through 30, inclusive, of Miscellaneous Maps, records of Orange County, California.

TIC shall have the right by duly recorded amendment(s) to this Agreement executed only by such entity to unilaterally provide updated descriptions or depictions (or both) of all or portions of the TIC Property described above based on later subdivisions or lots line adjustments to such TIC Property or to remove Transferred Parcels from the identification of the TIC Property. TIC will not have the right to add any additional land to this description of the TIC Property.



Park Ranger Program Recruitment and Training

OC Parks Commission Meeting — January 6, 2022

# Recruitment Process

- Application
- Written Assessment
- QAP Interview
- Background Investigation Process
- Final Interview with OC Parks (Meet and Greet)
- Conditional Job Offer
  - Medical evaluation
  - Psychological evaluation
- Start Date





# 2019 Recruitment

- 1453 Applications Received
- 77 Candidates Referred to Background Investigations
- 15 Candidates Invited for Meet and Greet
- 9 Candidates Selected
- 0.6% Hiring Rate

# Academy History

2005 – “Grandpa Academy”

2006 – 11R OCSD Reserve Academy

2006 – 12R OCSD Reserve Academy

2007 – 13R OCSD Reserve Academy

2009 – RA 1 SAC Collaboration

2010 – RA 2 SAC Collaboration

2012 – RA 3 SAC Collaboration

2016 – RA 4 In House

2017 – RA 5 In House

2018 – RA 6 In House

2020 – RA 7 In House Expanded

2021 – RA 8 In House Expanded

Since 2005, OC Parks has graduated 11 classes from 5 variations of the Academy Program.

The Academy Program is designed to adapt to the needs of the agency at a particular time.





# Academy Training

- ❖ The OC Parks Ranger Academy is a moderate-stress academy designed to expose recruits to the realities of the job, as well as provide the legally required and supplemental training to start them on the path to success.
- ❖ BOS Required & P.O.S.T Standard Courses
  - PC 832
  - Title-22
  - Chemical Agents
  - Emergency Vehicle Operations
  - CLETS
- ❖ OC Parks Specific Courses
  - Focus on scenario based exercises, public speaking, leadership training, and composure under pressure



# OC Parks Ranger Academy Courses

- Natural Resource Management
- Southern California Ecology
- Off Road Vehicle Training
- Education and Interpretation
  - National Association for Interpretation
- Wildland Fire Training
- Radio Communication and Protocols
- Animal Behavior and Handling
- Trail Maintenance
- Critical Incident Stress Management
- Mental Health First Aid
- Command Presence
- Practical Field Scenarios
- Agency/Department Familiarization



# RA 8 Academy Video PLACEHOLDER



# Ranger Academy 8

- ▶ RA 8 – Began October 25, 2021
  - ▶ Tentative graduation scheduled for March 2022
  - ▶ 18 weeks, 2 days a week
  - ▶ 8 Recruits
- ▶ Recruit Introductions





# Field Training Program

Park Ranger I (PRI) recruits are paired with one or more Field Training Rangers (FTRs) for mentorship and observation.

## ➤ Field Training Rangers

- Reserved for Park Ranger II classification
- Selected by interview conducted by Operations Support Group (OSG)
- Training pay granted for FTRs
- Directly supervise PRI for a minimum of 8 hours each day
- Submit and present Daily Observation Reports to OSG

## ➤ 2020 Field Training Program was truncated to limit exposure

- Adhered to Covid-19 protocols
- Reduced to 1 rotation with 1 FTR
- Patrols conducted in separate vehicles
- 3 weeks of observation (120 hours)

## ➤ 2021 FTP will model 2020 Program

# Recurring & Advanced Trainings

- ▶ Chainsaw
- ▶ Bike Patrol
- ▶ Wildland Fire
- ▶ Freedom App
- ▶ Trail Maintenance
- ▶ Title-22 Recertification
- ▶ Critical Incident Stress Debriefing
- ▶ Incident Command Systems ICS-300
- ▶ Domestic Animal and Wildlife Incidents
- ▶ Homeless Incidents/De-escalation/Mental Health



# Questions?

OCparks  
Tag us on  
social media  
#OCparks



**ORANGE COUNTY PARKS COMMISSION**

**STAFF REPORT**

**FROM:** Tom Starnes, Director, OC Parks

**DATE:** January 6, 2022

**SUBJECT:** Amendments to the Orange County Parks Commission Bylaws Regarding Commission Meeting Time Change and Voting Majority Requirements

On August 31, 1999, the Orange County (“County”) Board of Supervisors (“Board”) enacted Ordinance No. 99-21, which outlined the creation, powers and duties, membership, and other aspects of the Orange County Parks Commission (“Commission”), codified as Orange County Codified Ordinance (“OCCO”) section 2-2-15 *et. seq.* This Ordinance established that the “Commission may meet monthly or more often *at such times* and place as it may determine.” (OCCO, § 2-2-18, emphasis added.) Further, the OCCO is silent as to what constitutes a voting majority for the Commission.

Since its establishment, the Commission has adopted bylaws to assist it in its governance, organization, and processes. Pursuant to the Commission’s bylaws, Article II, Section E, the “Commission meets at 7:00 p.m. on the first Thursday of each month at the Irvine Ranch Historic Park Headquarters Building, unless rescheduled by the Commission.” Similar to the OCCO, no provisions related to voting majority exist in the Commission bylaws.

At the November 4, 2021 Commission meeting, several Commissioners suggested changing the meeting time of the Commission to 6:00 p.m. instead of the current 7:00 p.m. meeting time. At that meeting, OC Parks staff stated that they would conduct research on the process necessary to enact this suggestion.

OC Parks is a department within OC Community Resources (“OCCR”). Various departments within OCCR also have a board, commission, or committee (“BCC”), and these BCCs meet at various times. The proposed change to the meeting time for the Commission to 6:00 p.m. would not conflict with other OCCR BCC meetings and would still keep the meeting accessible for members of the public who can only attend outside of normal business hours. On December 17, 2021, public notice was provided on the Commission’s webpage to indicate that this change would be considered by and voted upon by the Commission at its January 6, 2022 meeting.

On July 13, 2021, the Board approved an amended Bylaws Template for County BCCs, which includes a provision for voting majority requirements that is proposed for addition to the Commission’s bylaws. Under the Bylaws Template, a simple majority of the members voting (provided there is a quorum present and voting on the item) is required for the Commission to take action on an item. Abstentions do not affect the simple majority, unless that abstention results in less than a quorum voting. For the Parks Commission, addition of this provision to its bylaws would require that a quorum of at least four members cast a vote on the item and a majority of those voting would need to vote in the affirmative to pass the item.

As the proposed amendment relating to voting majority requirements comes directly from County policy that has already been approved by the Board, the Commission may vote to amend its bylaws to include the majority vote requirements without further Board approval.

The provisions of the OCCO pertaining to the Commission are silent as to any requirement for Board approval of amendments to the Commission's bylaws. So long as any amendments to the bylaws remain consistent with the Board's prior actions and remain consistent with the OCCO sections which govern the Commission, the Commission may amend its bylaws without further action of the Board. Therefore, because OCCO section 2-2-18 delegates to the Commission the ability to establish its meeting times and place and because the Board has already approved the voting majority BCC provision, the Commission may amend its bylaws as proposed without further action of the Board.

**RECOMMENDED ACTIONS:**

1. Approve amendment of the Orange County Parks Commission Bylaws to change the meeting time to 6:00 p.m.
2. Approve amendment of the Orange County Parks Commission Bylaws to add a voting majority provision.

  
Tom Starnes

**ATTACHMENT(S):**

Attachment A — Proposed Bylaw Amendments — Redlined

Attachment B — Orange County Codified Ordinance sections 2-2-15–2-2-29

## Orange County Parks Commission Bylaws

### **I. Statutory.**

The Orange County Parks Commission was established by authority of Section 5902 of Harbor and Navigation Code, as amended in 1971 and Section 2-2-15 of the County Codified Ordinances.

### **II. Formation and Duties.**

The composition, power and duties of the OC Parks Commission are set forth in the Orange County Codified Ordinance.

#### **A. Membership.**

The OC Parks Commission consists of seven (7) members. Five (5) members are appointed by the Board of Supervisors. One member is appointed from each supervisorial district. Two (2) members are appointed by the Clerk of the Board's City Selection Committee as administered through the Orange County Division of the League of California Cities, with one member a resident of the cities of Seal Beach, Huntington Beach, Newport Beach, Laguna Beach, Dana Point or San Clemente, and the other member a resident of one of the other cities in the County of Orange.

#### **B. Terms of Office.**

The term of each member appointed by the Board of Supervisors coincides with the term of office of the supervisor of the district from which he or she was appointed. The term of office of the members appointed by the Orange County Division of the League of California Cities is four (4) years. A member may be removed during the term of office by a majority vote of the appointing authority.

#### **C. Powers and Duties. (OCCO Sec. 2-2-19)**

Except as otherwise provided, the OC Parks Commission is advisory to the Board of Supervisors and to the Director of OC Parks, and has the power and duty:

1. To recommend to the Board of Supervisors plans and policies for the acquisition, development, maintenance and operation of the harbors, beaches, and regional parks of the county;
2. On request of the Board of Supervisors, to advise the board and make recommendations on any matter pertaining to harbors, beaches, and regional parks, and other matters referred by the Board concerning open space, trails, community and neighborhood parks and recreational activities;
3. On request of the Director, to advise him or her on any question of administrative policy and regarding any matter to be decided by the Director under this division;
4. On appeal from an administrative decision by the Director, to act as a board of administrative review.
5. To make such investigations as it may deem necessary in the exercise of the powers in this section enumerated.

In addition, Resolution No. 72-741 directs the OC Parks Commission to report to the Board of Supervisors on the necessity, advantages and benefits to be derived by the acquisition, improvement, or maintenance of certain areas, including but not limited to the following:

- any park proposed in the Master Plan of Regional Parks;
- local parks in unincorporated county areas;
- county roadside rests;



- county equestrian, bicycle and hiking trails.

#### **D. Offices and Organization.**

The OC Parks Commission selects a chair and vice-chair at the first meeting of the calendar year. It may select officers more often if necessary or desired.

The Director of OC Parks serves as Executive Officer for the OC Parks Commission meeting, prepares the agenda and staff reports, and prepares correspondence and recommendations of the Commission.

#### **E. Meetings.**

The Commission meets at ~~7:00~~ 6:00 p.m., on the first Thursday of each month at the Irvine Ranch Historic Park Headquarters Building, 13042 Old Myford Road, Irvine, CA, unless rescheduled by the Commission. Two to three Saturday field trips per year, to selected recreation facilities, are also held.

#### **F. Compensation.**

\$75.00 per meeting and field trip (not to exceed two in any month), plus mileage from home to meeting place.

#### **G. Voting Majority.**

Decisions and acts made by majority vote of the members at any duly constituted meeting shall be regarded as acts of the Commission, except as otherwise provided by these Bylaws.

Members choosing to abstain from voting on specific actions will not affect majority requirements. Abstentions are considered a "non-vote" – neither a vote in the affirmative nor in the negative. However, in order for an action to be passed, a majority of the quorum casting votes must vote in the affirmative.

For example: If, at a standing committee meeting, six (6) voting members of the committee are present to vote, and on a particular motion, three (3) vote in the affirmative, two (2) vote in the negative, and one (1) member abstains, the motion passes.

TITLE 2 - PUBLIC FACILITIES  
Division 2 - ORANGE COUNTY PARKS—HARBOR  
ARTICLE 2. ORANGE COUNTY PARKS COMMISSION

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## **ARTICLE 2. ORANGE COUNTY PARKS COMMISSION<sup>1</sup>**

### **Sec. 2-2-15. Commission created; membership.**

- (a) There is hereby created an Orange County Parks Commission consisting of seven (7) members. Five (5) members shall be appointed by the Board of Supervisors. Each Supervisor shall nominate one (1) member of the Commission who shall reside in the County of Orange. Two (2) members shall be appointed by the "City Selection Committee" as established pursuant to California Government Code Sections 50270 through 50279.2. One (1) such member shall be a resident of the Cities of Seal Beach, Huntington Beach, Newport Beach, Laguna Beach, Dana Point or San Clemente, and one (1) such member shall be a resident of one (1) of the other cities in the County of Orange. The term of office of each member appointed by the Board of Supervisors shall coincide with the term of office of the nominating Supervisor. The term of office of the members appointed by the City Selection Committee shall be for successive four-year periods. A member may be removed during his/her term of office by a majority vote of the respective appointing authority.
- (b) A member of the Board may nominate a person from outside of the District that the member represents, but may only nominate such a person with the concurrence, in writing, of the Board member who represents the District in which the proposed nominee resides.

(Ord. No. 99-21, § 1, 8-31-99; Ord. No. 10-013, § 1, 9-28-10; Ord. No. 15-016 , § 1, 10-6-15)

### **Sec. 2-2-16. Compensation and expenses.**

Each member of the Commission shall receive compensation of seventy-five dollars (\$75.00) for each Commission meeting attended and for attendance at each meeting of a standing or ad hoc committee when appointed by the commission as the commission's representative, not to exceed a total of two (2) meetings in any calendar month. The Commissioner shall be entitled to traveling expenses to and from his/her usual place of residence to the place of meeting of the Commission, and for other Commission business under the procedure for and at the mileage rate allowed County-employee units covered under the Personnel and Salary Resolution.

(Ord. No. 99-21, § 1, 8-31-99; Ord. No. 10-012, § 4, 9-28-10)

### **Sec. 2-2-17. Organization.**

The Commission shall elect one of its members as chairman and another as vice-chairman, each of who shall serve at the pleasure of the Commission. The Director or designee shall act as Executive Officer of the Commission, preparing its agendas, keeping the minutes of its meetings and attending to its necessary correspondence and shall be the custodian of its records.

(Ord. No. 99-21, § 1, 8-31-99)

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<sup>1</sup>Editor's note(s)—Ord. No. 10-012, § 2, adopted September 28, 2010, amended the Code by renaming art. 2. Formerly art. 2 was entitled "Harbors, Beaches and Parks Commission."

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**Sec. 2-2-18. Meetings.**

The Commission may meet monthly or more often at such times and place as it may determine.

(Ord. No. 99-21, § 1, 8-31-99)

**Sec. 2-2-19. Powers and duties.**

Except as otherwise provided, the Orange County Parks Commission shall be advisory to the Board of Supervisors and to the Director of Orange County Parks, and shall have the power and duty:

- (1) To recommend to the Board of Supervisors plans and policies for the acquisition, development, maintenance and operation of the harbors, beaches, parks and recreational areas of the County;
- (2) On request of the Board of Supervisors, to advise the Board and make recommendations on any matter pertaining to harbors, beaches, parks, and recreational areas and any other matters referred by the Board concerning open space, trails, community and neighborhood parks and recreational activities;
- (3) On request of the Director, to advise him/her on any question of administrative policy and regarding any matter to be decided by the Director under this division;
- (4) On appeal from an administrative decision by the Director, to act as a board of administrative review where so provided in this division;
- (5) To make such investigations as it may deem necessary in the exercise of the powers in this section enumerated;
- (6) To perform the duties and functions of the Fish and Game Commission assigned by either statute or this Code and shall consider methods for the propagation and protection of fish and game in the State of California and County of Orange.

(Ord. No. 99-21, § 1, 8-31-99; Ord. No. 10-012, § 4, 9-28-10)

**Secs. 2-2-20—2-2-29. Reserved.**