

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

Irvine Ranch Water District
c/o Ray Thatcher, District R/W Agent
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, California 92619-7000

Recording Fee Exempt
Per Govt. Code 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Location: Incorporated City of Lake Forest
Facility: Serrano Creek Trail
Facility/Parcel No.: OS50R-152
Assessors Parcel No : 610-231 01 (Portion)

AMENDED AND RESTATED EASEMENT AGREEMENT

(Easement for Pipeline and Outlet Structure
within Serrano Creek Trail and PM 85-108)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which is hereby acknowledged, this Amended and Restated Easement Agreement (“**Amended Easement**”) is entered into as of _____ (“**Effective Date**”), by and between:

COUNTY OF ORANGE, a political subdivision of the State of California, its successors and assigns, hereinafter the “**GRANTOR**” or “**COUNTY**”; and

IRVINE RANCH WATER DISTRICT, a California Water District organized under and existing pursuant to Section 34000 et seq. of the California Water Code, hereinafter the “**GRANTEE**” or “**DISTRICT**.”

COUNTY and DISTRICT are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.”

- A. COUNTY previously conveyed to DISTRICT that certain Easement Deed (“**Easement Deed**”) executed on October 1, 2013 and recorded in the County of Orange Official Records on November 6, 2013 as Instrument Number 2013000618220, which provided for a perpetual non-exclusive easement for a pipeline and outlet structure solely for emergency overflow purposes from the Baker Water Treatment Plant.
- B. Pursuant to its rights under the Easement Deed, and following the COUNTY’s approval of OC Parks Permit P2013-00525 (“**OC Parks Permit**”), the DISTRICT installed facilities, including a pipeline and an outlet structure (“**Facilities**”), to accommodate flow from the Baker Water Treatment Plant and to discharge those flows into an existing tributary to Serrano Creek.

- C. The DISTRICT seeks to provide additional drainage flow conveyance through the Facilities and, pursuant to the COUNTY's requirements, install additional improvements to the Facilities to enhance protection of areas tributary to Serrano Creek (the "Enhancements").
- D. The Parties intend by this Amended Easement for the COUNTY to convey to DISTRICT additional rights, title and interest that are necessary for DISTRICT to build and operate the Enhancements and ensure compliance with any monitoring plan required by any regulatory water quality agency or other public agency. The Parties intend for this Amended Easement to replace and supersede the Easement Deed and the OC Parks Permit.

The Parties therefore agree as follows:

1. GRANT OF EASEMENT.

1.1 The GRANTOR hereby grants to DISTRICT a perpetual non-exclusive easement for a pipeline and outlet structure for the purpose of emergency overflow conveyance from the Baker Water Treatment Plant and for conveyance of flows from upstream drainage areas including water quality and detention basins ("Easement"), in, on, across, under and over that certain real property in the City of Lake Forest, County of Orange, State of California, legally described in Exhibit 1 and depicted on Exhibit 2 ("Easement Area").

1.2 This Easement shall include, but not by way of limitation, the non-exclusive right to construct, reconstruct, remove and replace, renew, inspect, maintain, repair, enhance, improve, enter upon, and otherwise use the existing Facilities (including pipelines, outfall structures, and/or appurtenances of the same general type and purpose) and Enhancements approved pursuant to a County Property Permit (described in Section 4.1A below) within the Easement Area. Upon construction of the Enhancements, they will be merged with and become part of the Facilities for the purpose of this Amended Easement.

1.3 The Easement is appurtenant to, and for the benefit of conveying water from the District's Baker Water Treatment Plant (as described and depicted in the attached Appendix A) and the parcels described in the Grant Deed recorded September 1, 2017 as Instrument No. 2017000374689 in the Official Records of Orange County and depicted on Tract Map No. 17331 filed in Book 982, Pages 11 through 20 of Miscellaneous Maps, Records of Orange County.

2. GRANTOR'S RESERVATIONS AND LIMITATIONS.

2.1 Reservation to Grantor. GRANTOR reserves all rights compatible with and not prejudicial to the rights conveyed herein to DISTRICT.

2.2 Grantor's Landscaping & Improvements. GRANTOR may use the Easement Area for landscaping purposes, but GRANTOR shall not plant any trees or erect any structures within the Easement Area, except upon the prior written approval of the DISTRICT's General Manager, which approval will not be unreasonably withheld, conditioned, or delayed.

3. DISTRICT'S LIMITATIONS AND GENERAL CONDITIONS.

3.1 Existing Matters of Record.

A. All of DISTRICT'S rights expressed herein are subject to all covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record, including the City of Lake Forest's acquired interests and rights pursuant that Quitclaim Deed and Assignment recorded September 24, 1999 in the Official Records of the County of Orange as Instrument Number 19990685797 and, covenants, conditions, restrictions, and exceptions apparent from a physical inspection of the Easement Area.

B. DISTRICT acknowledges that the COUNTY's property interests in the Easement Area, as defined herein, allow for open space, landscape and trail purposes that the COUNTY acquired by acceptance of that certain Irrevocable Offer to Dedication recorded on December 10, 1987 in the Official Records of Orange County, California as Instrument 87-685468. Nothing contained herein shall be construed to imply the conveyance to DISTRICT of rights which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area and COUNTY's interest therein.

3.2 Restoration. In all its work within the Easement Area, DISTRICT shall protect and/or restore the surface of the land, the tributary to the creek, and any improvements thereon to the condition of the land prior to the commencement of the DISTRICT's work or to a condition satisfactory to Director (as defined below).

3.3 Operation & Maintenance. All improvements constructed or placed in the Easement Area by DISTRICT, including the Facilities and/or Enhancements, shall be operated and maintained at no cost to GRANTOR and DISTRICT shall maintain said improvements in a good state of repair and so as to not obstruct, retard, alter or adversely affect drainage or flows.

3.4 Compliance with Laws.

A. DISTRICT shall, at its own cost and expense, timely and at all times observe, comply with and carry out all past, present and future orders, regulations, directions, rules, laws, ordinances, permits, and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from DISTRICT'S use of or performance of any activities permitted to be conducted in, on, over, or across the Easement Area.

B. Without limiting the foregoing obligation to comply with any and all relevant governmental authorities, DISTRICT shall ensure that all of DISTRICT'S construction or maintenance activities within the Easement Area are performed in accordance with any National Pollutant Discharge Elimination System permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants (including materials from erosion) are not discharged into the waters of the state or of the United States.

C. No approvals or consents given hereunder by GRANTOR, as a Party to this Amended Easement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

4. DISTRICT’S CONSTRUCTION AND MAINTENANCE.

4.1 Approval of Plans.

A. DISTRICT shall have all construction, excavation, equipment changes, and/or demolition plans (“**Plans**”) approved in writing by COUNTY’s Director of OC Public Works, or designee (“**Director**”) through the County of Orange permit process and shall obtain a County Property Permit (“**CPP**”) with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage, prior to commencement of any work in, on, over, upon or across the Easement Area. Upon completion of any such work, DISTRICT shall immediately notify Director in writing of such completion. DISTRICT shall comply with any and all governmental agencies (e.g. procuring and maintaining compliance with all necessary permits, laws, requirements, regulations, or conditions imposed by said agencies) having jurisdiction over DISTRICT’S proposed Plans. Any permit, license, lease, or other agreement granted by GRANTOR pursuant to this Amended Easement or otherwise concerning the Easement Area, shall be subject to and subordinate to this Amended Easement and shall not conflict with the terms contained herein.

B. The Director shall approve or disapprove the Plans within a reasonable time following receipt thereof, and that approval will not be withheld, conditioned, or delayed without good cause. Director’s approval of DISTRICT’S Plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. GRANTOR is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of DISTRICT’S Plans. Director will rely on the professional expertise of the Engineer of Record when approving DISTRICT’S Plans.

C. Routine Maintenance/Emergencies. The Director’s prior approval shall not be necessary, nor shall DISTRICT be required to obtain a CPP prior to conducting any work in cases of routine maintenance or an emergency. However, DISTRICT shall notify the Director five (5) working days prior to commencement of any such routine maintenance and within five (5) working days following commencement of any such emergency work, and if so requested by the Director, DISTRICT shall secure a CPP for the purpose of documenting the emergency work as soon as is reasonably practicable.

4.2 Construction and Maintenance Requirements.

A. DISTRICT shall perform all construction and/or maintenance in such a manner that will allow for reasonable access and use of the Easement Area by GRANTOR.

B. Except in areas in which such activities require regulatory agency approval, or are otherwise designated as environmentally sensitive, DISTRICT shall have the right to cut such roots as may endanger or interfere with DISTRICT Facilities, provided,

however, that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by DISTRICT at its expense to the same condition as existed prior to excavation, to Director's satisfaction.

C. DISTRICT shall also promptly, at its sole cost and expense, repair or replace any GRANTOR-owned or privately owned improvements, structures, facilities or maintenance roadways, if any, within the Easement Area or on GRANTOR's property surrounding the Easement Area, damaged or destroyed by DISTRICT, or by DISTRICT's employees, agents, contractors or representatives in the exercise of DISTRICT's rights hereunder. Such repair or restoration shall be to the Director's satisfaction as at approximately the same condition as existed immediately prior to such damage or destruction.

D. DISTRICT shall, at no cost to GRANTOR, and pursuant to the terms of this Amended Easement, maintain the Easement Area and all DISTRICT Facilities located thereon in good repair and in safe condition, free of graffiti, unauthorized postings or hanging items and DISTRICT agrees to remove graffiti, and/or unauthorized postings or items from DISTRICT Facilities within five (5) working days following notice from the Director. DISTRICT shall designate in writing to the Director, and keep current the contact information for the person responsible for the day-to-day operation and maintenance and general order of the Easement Area and DISTRICT Facilities.

E. DISTRICT shall be responsible for ensuring that all work or activities performed within, on, over, under or about the Easement Area by DISTRICT or DISTRICT's employees, contractors, subcontractors, agents, representatives, permittees or invitees are conducted in accordance with the provisions of this Amended Easement.

4.3 Ownership of Improvements. Upon completion, all Facilities or improvements whatsoever installed or constructed by DISTRICT under this Amended Easement must be free and clear of liens, claims, or liability for labor or material. All Facilities and improvements shall remain the property and responsibility of DISTRICT.

5. REMOVAL AND/OR ABANDONMENT.

5.1 In the event that (a) the Facilities are no longer required in connection with the appurtenant parcels described in Section 1.3, or (b) DISTRICT's use of the Baker Water Treatment Plant or the Facilities ceases for a continuous period of more than one (1) year without written notice from DISTRICT to GRANTOR of the circumstances affecting such suspension and of DISTRICT's intention to resume usage of the Facilities, DISTRICT shall, at Director's request and at no cost to GRANTOR, remove and/or abandon said Facilities within ninety (90) days after receipt of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, DISTRICT shall, at no cost to GRANTOR, restore the Easement Area to the condition that existed prior to the installation of the Facilities, to Director's satisfaction. In the event DISTRICT fails to commence and diligently pursue completion of the removal of its Facilities from the Easement Area and the restoration of the Easement Area as provided under this section, in addition to any other rights or remedies available to GRANTOR,

the Director, at the Director's option after thirty (30) days' written notice to DISTRICT, may cause the removal of any DISTRICT Facilities from the Easement Area and the restoration of the Easement Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, and a fifteen percent (15%) administration fee of such costs, shall be paid by DISTRICT within fifteen (15) days following a receipt of a statement of said costs from the Director.

5.2 DISTRICT shall, if requested, also execute and deliver to the Director, within ninety (90) days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Amended Easement from title.

6. DISTRICT'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS.

6.1 Except for (i) chemicals and other materials used in the production, treatment or disinfection of water or the construction, maintenance, rehabilitation or repair of the improvements, and (ii) fuel and other materials stored in a motor vehicle or other power equipment for the exclusive operation of such vehicle or equipment and storage batteries used for emergency power, DISTRICT shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If DISTRICT breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which DISTRICT is legally liable to GRANTOR for damage resulting therefrom, then DISTRICT shall indemnify, defend with counsel approved by GRANTOR, and hold GRANTOR, the County of Orange, and their elected or appointed officials, officers, employees, and agents harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after DISTRICT'S use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by GRANTOR in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area as the sole result of DISTRICT's acts or omissions. DISTRICT shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by DISTRICT, provided DISTRICT shall first have obtained GRANTOR'S written approval and the approval of any necessary governmental entities or agencies.

6.2 As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including the State of California, or the United States government.

7. INSURANCE.

7.1 DISTRICT shall obtain and cause its contractors performing work on the Facilities to obtain all required insurance at no expense to the COUNTY, and deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to

satisfy the COUNTY that the insurance provisions of this Amended Easement have been complied with and to keep such insurance coverage and the certificates and endorsements therefor on deposit with the COUNTY.

7.2 All self-insured retentions (“SIRs”) shall be clearly stated on the Certificate of Insurance.

7.3 Qualified Insurer.

A. Minimum insurance company ratings as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurer does not have an A.M. Best rating of A-/VIII, CEO/Risk Management retains the right to approve or reject an insurer after review of the company’s performance and financial ratings.

7.4 Coverages and Limits. The policy or policies of insurance maintained by the DISTRICT shall provide the minimum limits and coverage as set forth below:

COVERAGES	MINIMUM LIMITS
Commercial General Liability	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automotive Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Worker’s Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence
Pollution Insurance	\$1,000,000 per claims-made or per occurrence

7.5 Self Insurance. DISTRICT may elect to self-insure for the insurance coverages required by this Amended Easement.

7.6 Required Coverage Forms. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA0012, CA 00 20, or a substitute form providing coverage at least as broad.

7.7 Required Endorsements.

A. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the DISTRICT'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

(iii) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO form CG2010 (ed. 11/85).

B. The Pollution Liability policy will apply to construction work only and shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

C. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

7.8 Waivers of Subrogation. All insurance policies required by this Amended Easement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

7.9 Severability Clause. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

7.10 Certificates. Insurance certificates and endorsements shall be forwarded to Director and GRANTOR as specified in the Notices provision in Section 9.

7.11 Minimum Limits Increase. GRANTOR retains the right to require DISTRICT, by written notice, to increase or decrease insurance of any of the above insurance

types which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect GRANTOR.

7.12 No Limitation of Liability Implied. The procuring of such required policy or policies of insurance shall not be construed to limit DISTRICT's liability hereunder nor to fulfill the indemnification provisions and requirements of this Amended Easement, nor act in any way to reduce the policy coverage and limits available from the insurer.

8. INDEMNITY AND HOLD HARMLESS.

8.1 Neither GRANTOR nor any officer, agent or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Amended Easement or in the exercise of the rights herein granted to DISTRICT.

8.2 Pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify, protect, defend and hold GRANTOR, its officers, agents, and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorneys fees and costs, occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction granted to DISTRICT under this Amended Easement or in the exercise of the rights herein granted to DISTRICT.

8.3 In the event GRANTOR is named as co-defendant in a legal action related to the Facilities or this Agreement, then following GRANTOR's notice to the DISTRICT of that action, DISTRICT shall provide GRANTOR with counsel acceptable to GRANTOR in such legal action unless GRANTOR undertakes to represent itself, in which event DISTRICT shall pay to GRANTOR its litigation costs, expenses, and attorney's fees. In the event judgment is entered against GRANTOR and DISTRICT because of the concurrent active negligence of GRANTOR and DISTRICT, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

9. NOTICES.

9.1 All notices, documents, correspondence and communications concerning this Amended Easement shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered forty-eight (48) hours after mailing. Either Party may change the address for notices by giving the other Party at least ten (10) calendar days prior written notice of the new address. The notice addresses are as follows:

TO: GRANTOR
County of Orange
Attn: Director, OC Public Works
RE: IRWD Serrano Creek Trail
P.O. Box 4048

TO: DISTRICT
Irvine Ranch Water District
Attn: General Manager
Re: Serrano Creek Trail Outfall
15600 Sand Canyon Avenue

Santa Ana, CA 92702

Irvine, CA 92619

9.2 Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been delivered upon receipt.

10. ADDITIONAL TERMS AND CONDITIONS.

10.1 Successors and Assigns. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties, all of whom shall be jointly and severally liable hereunder.

10.2 Time of Essence. Time is of the essence for all terms and conditions of this Amended Easement and each and every term and provision hereof.

10.3 Severability. If any term, provision, condition or covenant of this Amended Easement, or the application thereof, to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Amended Easement, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Amended Easement shall be valid and enforceable to the fullest extent permitted by law.

10.4 Taxes and Assessments. Should this Amended Easement create any possessory interest which is subject to the payment of taxes levied on such interest, or is subject to any assessment related hereto, or both, it is understood and agreed that all such taxes and/or assessments associated with this Amended Easement and its rights and privileges related thereto shall be the full responsibility of the DISTRICT, and DISTRICT shall cause said taxes and/or assessments to be paid promptly.

10.5 Attorneys' Fees. In any action or proceeding between the Parties arising out of or related to the terms of this Amended Easement, or in any way connected herewith, the Parties agree that attorney fees shall not be recoverable by the prevailing party and each Party shall bear its own costs.

10.6 Agreement Organization. The various headings and numbers herein, the grouping of provisions of this Amended Easement into separate clauses and paragraphs, the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

10.7 No Third Party Beneficiaries. Except for the owners of the appurtenant parcels described in Section 1.3, no person or entity shall be deemed to be a third party beneficiary, and nothing in this Amended Easement, either express or implied, is intended to confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Amended Easement.

10.8 Governing Law and Venue. This Amended Easement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Amended Easement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

10.9 Supersession; Entire Agreement. This Amended Easement supersedes the Easement Deed described in Recital A. This Amended Easement contains the entire agreement between the Parties relating to the rights granted herein and all negotiations and agreements between the Parties hereto or their agents with respect to this transaction are merged herein. Any oral representations, modifications, or waivers concerning this instrument shall be of no force and effect, except in a subsequent instrument made in writing and signed by both Parties. The exhibits to this Amended Easement are hereby incorporated by reference.

SIGNATURE PAGE TO FOLLOW

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

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

By: _____
Chairwoman of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per Government Code Section 25103, Resolution 79-1535.

ATTEST:

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

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

By: Michael A. Hawk
Deputy County Counsel

IRVINE RANCH WATER DISTRICT

By: _____
Paul A. Cook
General Manager

APPROVED AS TO FORM

By: David J. Bellis
District Counsel

IRVINE RANCH WATER DISTRICT
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Amended and Restated Easement Agreement dated _____ between the County of Orange, a political subdivision of the State of California and 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 2014-40 of the Board of Directors, adopted on September 8, 2014, and the District consents to recordation thereof by its duly authorized officer.

Date: _____

IRVINE RANCH WATER DISTRICT

By: _____

Leslie Bonkowski
Secretary to Board of Directors

Exhibit 1
Legal Description of Easement Area

EXHIBIT "1"
LEGAL DESCRIPTION
IRVINE RANCH WATER DISTRICT
PIPELINE AND OUTLET STRUCTURE EASEMENT
WITHIN PARCEL 2, P.M. 85-108

That certain parcel of land situated in the City of Lake Forest, County of Orange, State of California, being that portion of Parcel 2 of Parcel Map No. 85-108 shown on a map thereof filed in Book 197, Pages 28 through 31 of Parcel Maps in the Office of the County Recorder of Said County, lying within a variable strip of land, the reference line of which is described as follows:

BEGINNING at the northwesterly terminus of that certain course in the centerline of an easement labeled as "South 21°38'49" East 28.27 feet" in an Easement Deed to the Irvine Ranch Water District recorded on November 6, 2013 as Instrument No. 2013000618220 of Official Records in the Office of the County Recorder of said County; thence along said centerline and said course South 21°38'49" East 28.27 feet to an angle point; thence continuing along said centerline South 37°22'58" East 86.99 feet to a point hereinafter referred to as **POINT "A"**; thence continuing along said centerline South 37°22'58" East 60.00 feet to a point hereinafter referred to as **POINT "B"**, said point also being a point of terminus of said easement deed; thence continuing along the prolongation of said centerline South 37°22'58" East 45.00 feet to a point hereinafter referred to as **POINT "C"**; thence continuing along said prolongation South 37°22'58" East 37.00 feet.


Said strip of land shall be 40.00 feet wide, lying 20.00 feet on either side of said reference line between POINT OF BEGINNING and POINT "A", 66.00 feet wide, lying 33.00 feet on either side of said reference line between POINT "A" and POINT "B", 52.00 feet wide lying 19.00 feet southwesterly and 33.00 feet northeasterly of said reference line between POINT "B" and POINT "C" and 42.00 feet wide lying 9.00 feet southwesterly and 33.00 feet northeasterly of said reference line between POINT "C" and point of terminus of said strip.

Said strip to be lengthened or shortened to terminate northwesterly in the westerly line of said Parcel 2.

CONTAINING 12,329 S.F., more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "2" attached and by this reference made a part hereof.

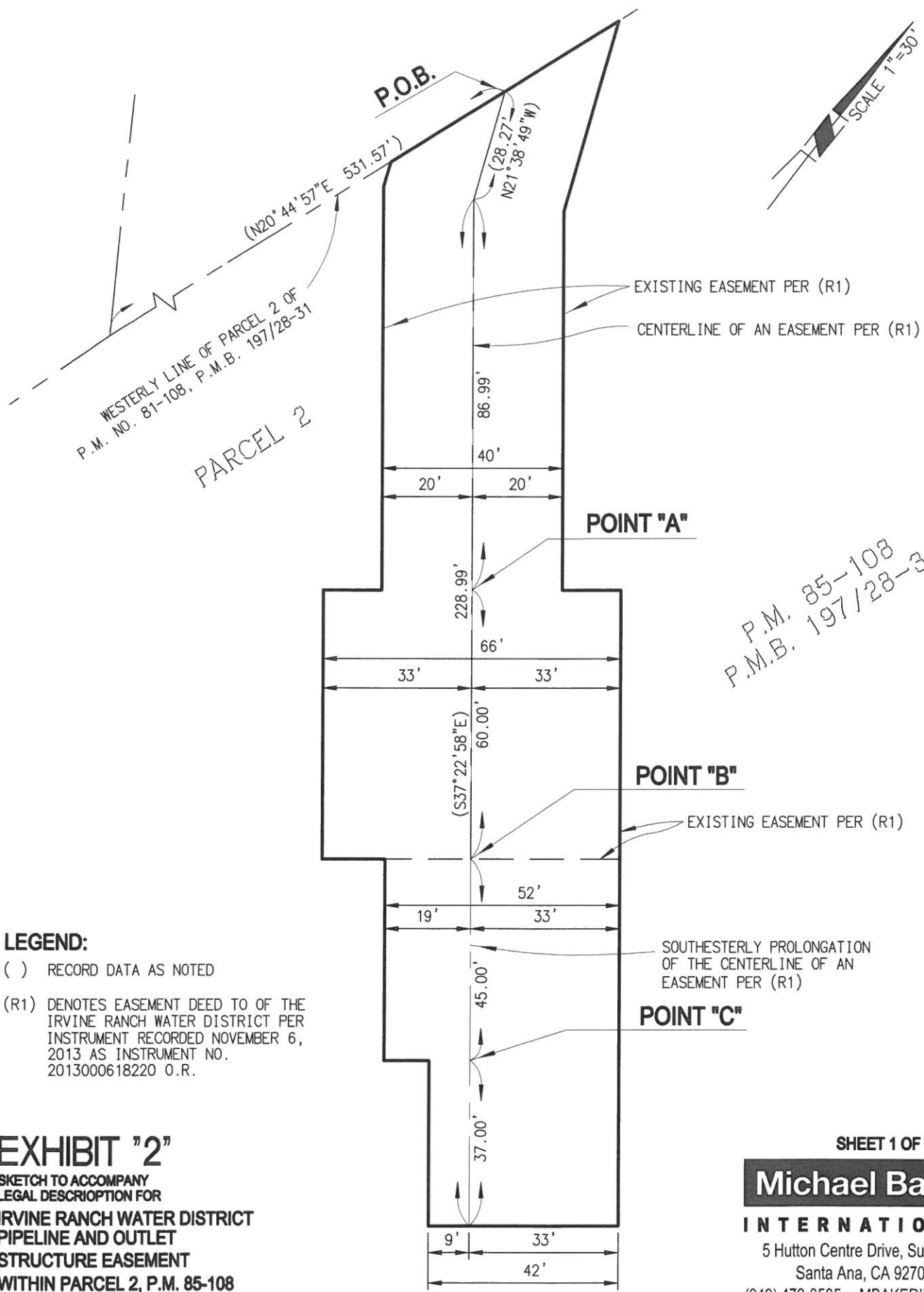
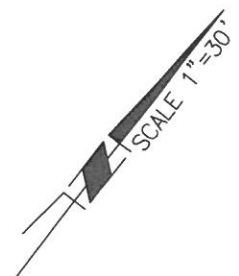


Steven C. Slocum, L.S. 9044 9/4/19 Date



Michael Baker International
5 Hutton Centre Drive, Suite 500
Santa Ana, California 92707
JN 162595
H:\pdata\162595\CADD\Mapping\Exhibits\162595-IRWD Outfall Easement Legal.docm

Exhibit 2
Depiction of Easement Area



LEGEND:

- () RECORD DATA AS NOTED
- (R1) DENOTES EASEMENT DEED TO OF THE IRVINE RANCH WATER DISTRICT PER INSTRUMENT RECORDED NOVEMBER 6, 2013 AS INSTRUMENT NO. 2013000618220 O.R.

EXHIBIT "2"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION FOR
IRVINE RANCH WATER DISTRICT
PIPELINE AND OUTLET
STRUCTURE EASEMENT
WITHIN PARCEL 2, P.M. 85-108

CONTAINING 12,329 S.F. +/-

SHEET 1 OF 1 SHEET

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

SEPTEMBER 04, 2019 162595

Appendix A
Baker Water Treatment Plant Legal Description & Depiction

APPENDIX "A"

IRWD OWNERSHIP
BAKER WATER TREATMENT PLANT

LEGAL DESCRIPTION

That certain parcel of land situated in the City of Lake Forest, County of Orange, State of California, being Parcel 2 of Amending Parcel Map No. 89-218, filed in Book 274, Pages 27 through 29 of Parcel Maps in the Office of the County Recorder of said County.

EXCEPTING THEREFROM the following parcels of land:

- 1) That portion of said land as described in the deed to Municipal Water District of Orange County recorded January 23, 1996 as Instrument No. 19960033544 of said Official Records;
- 2) That portion of said land as described in the Irrevocable Offer of Dedication recorded May 3, 2011 as Instrument No. 2011000222167 and accepted by the City of Lake Forest per the Certificate of Acceptance of Irrevocable Offer of Dedication in Fee Simple of Real Estate Recorded May 9, 2012 as Instrument No. 2012000265051, both of said Official Records;
- 3) That portion of said land as described in the Grant Deed to Lennar Homes of California, Inc. recorded September 1, 2017 as Instrument No. 2017000374689 of said Official Records;
- 4) That portion of said land as described in the Grant Deed to the City of Lake Forest recorded March 6, 2018 as Instrument No. 2018000079566 of said Official Records.

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

APPENDIX "A" PLAT attached hereto and by this reference made a part hereof.

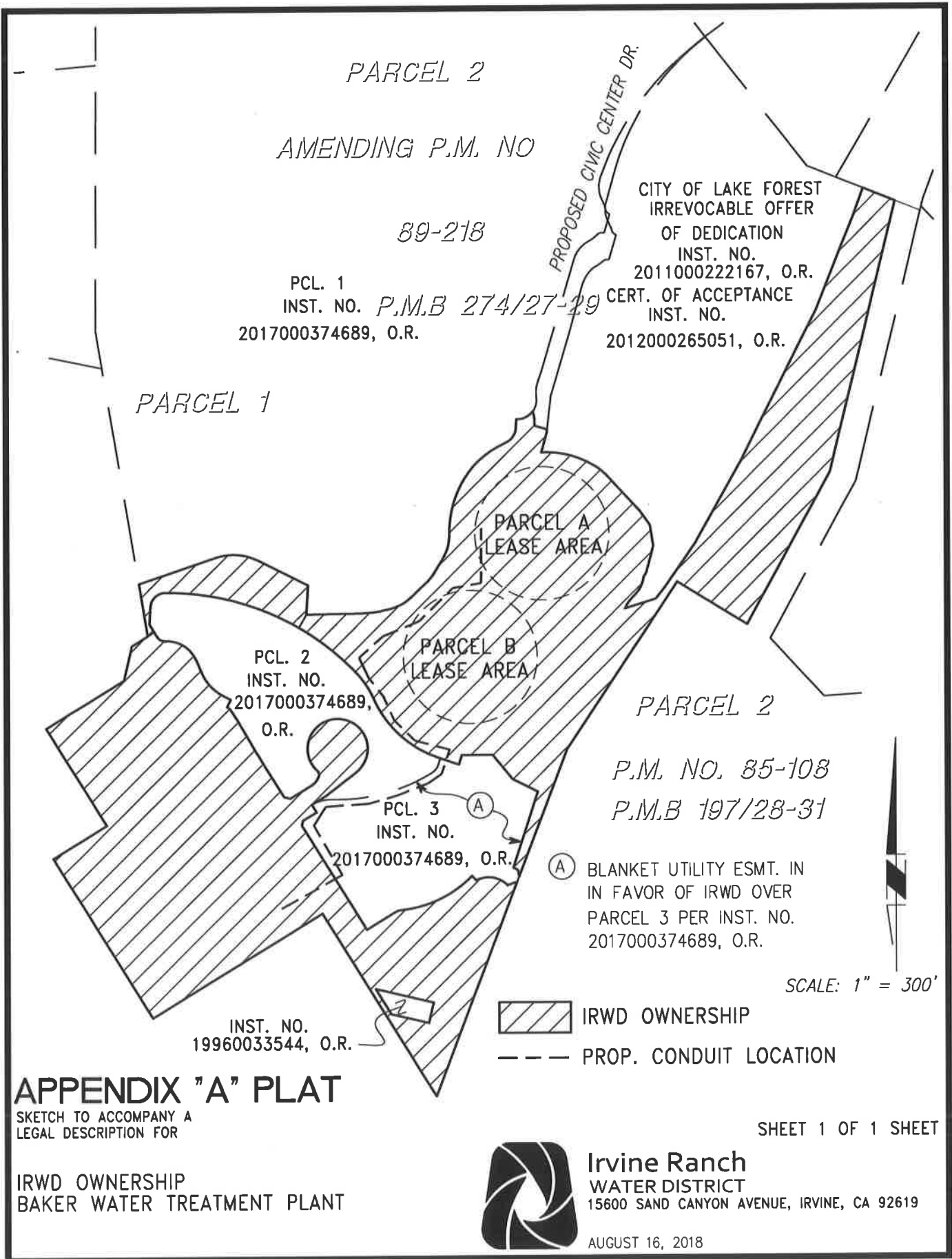
Prepared by me or under my direction:

Dated: August 16, 2018



Steven L. Malloy, R.C.E. 31926
License expires December 31, 2018





APPENDIX "A" PLAT

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

IRWD OWNERSHIP
BAKER WATER TREATMENT PLANT

SHEET 1 OF 1 SHEET



Irvine Ranch
WATER DISTRICT

15600 SAND CANYON AVENUE, IRVINE, CA 92619

AUGUST 16, 2018

APPENDIX A - PLAT.DWG