

AGREEMENT MOOTING DEFUNCT PRIOR CONTRACTS AND TERMINATING SURVIVAL PROVISIONS

This Agreement Mooting Defunct Prior Contracts and Terminating Survival Provisions (“**Agreement**”) is effective on _____, 2026 (“**Effective Date**”), and is between the Orange County Sanitation District (“**OC San**”), a county sanitation district, and Irvine Ranch Water District (“**IRWD**”), a California Water District. OC San and IRWD and their predecessors are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

A. OC San was created under the California County Sanitation District Act (California Health and Safety Code Section 4700 et seq.), which empowers it to (i) own, control, manage, and dispose of any interest in real or personal property necessary or convenient for the construction, maintenance, and operation of a sewerage system and sewage disposal or treatment plant (*Id.* at Section 4740) and (ii) acquire, construct, and complete within or without the district, sewage collection, treatment and disposal works, including sewage treatment plants, outfalls, intercepting, collecting and lateral sewers, pipes, pumps, machinery, easements, rights-of-way, and other works, property or structures necessary or convenient for sewage collection, treatment, and disposal (*Id.* at Section 4741).

B. IRWD was created under the California Water District Law (California Water Code Section 34000, et seq.) which empowers it to carry out the powers and purposes granted to it under the California Water Code, including the treatment and reuse of wastewater.

C. OC San is the successor-in-interest to nine County Sanitation Districts of Orange County (“**CSDOC**”), which consolidated to form OC San in 1998.

D. The Parties have a long history of working cooperatively on regional wastewater infrastructure and services, including the planning, development, ownership, operation, financing, and use of wastewater transmission, treatment, disposal, and related facilities, as reflected in numerous agreements entered into over time. The Parties have identified certain prior agreements between them that are defunct and no longer operative, as listed in **Exhibit A** (“**Defunct Agreements**”). All of the Defunct Agreements have expired or been superseded, or their obligations have been performed or otherwise satisfied. However, the Defunct Agreements may contain some standard provisions intended to survive the full performance, expiration, or supersession of a now Defunct Agreement, including but not limited to any obligations between the Parties relating to representations, warranties, covenants, indemnification, disclosure, notice, confidentiality, and severability (“**Survival Provisions**”).

E. The Parties intend by this Agreement to declare moot and inoperative all Defunct Agreements between the Parties, as identified in **Exhibit A**, and to terminate and extinguish any Survival Provisions of such Defunct Agreements that might otherwise be construed as remaining in effect, so that no such agreements or provisions have any further force or effect, and the Parties’ contractual relationship henceforth is governed solely by currently operative agreements.

The Parties therefore agree as follows:

1. Identification of Defunct Prior Agreements. The Parties acknowledge that the Defunct Agreements listed in **Exhibit A** were entered into in connection with various aspects of the Parties' historical relationship.
2. No Continuing Effect. The Parties hereby confirm that each of the Defunct Agreements is no longer in effect and has no continuing legal force or effect, as of the Effective Date.
3. No Amendment; Termination of Survival Provisions. This Agreement pertains only to the Defunct Agreements and no other agreements. Any and all provisions of the agreements identified in **Exhibit A**, including any Survival Provisions between the Parties that might otherwise be deemed to survive full performance, expiration, supersession, or termination of a Defunct Agreement, are hereby terminated, extinguished, and of no further force or effect, as of the Effective Date.
4. No Waiver or Release. Nothing in this Agreement constitutes a waiver, release, or discharge of any rights, obligations, or liabilities of either Party under any agreement other than the Defunct Agreements.
5. Attorneys' Fees. If any Party brings any legal action to interpret or enforce any provision of this Agreement, then the prevailing Party in that action will be entitled to receive, in addition to all other available relief, costs of litigation and reasonable attorneys' fees, including expert witness fees, costs and fees incurred on appeal and in enforcing any judgment which may be rendered on the underlying action.
6. No Third Party Beneficiaries. The Parties expressly acknowledge and agree that they do not intend, by their execution of this Agreement, to benefit any person or entities not signatory to this Agreement. No person or entity not a signatory to this Agreement will have any rights or causes of action against IRWD or OC San or any combination thereof, arising out of that Party's entry into this Agreement.
7. Governing Law. This Agreement will be interpreted and enforced in accordance with the provisions of California law, without regard to conflicts of law provisions.
8. Notice. Unless otherwise permitted by this Agreement, all notices to be given must be in writing and may be made by personal delivery or overnight delivery by nationally recognized carrier with a c.c. by email. Notices sent by overnight delivery must be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice in accordance with this paragraph. Receipt will be deemed made as follows: notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on receipt or rejection.

If to IRWD:

Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000
Attn: Paul A. Cook, General Manager
Cook@irwd.com

With a Copy to:

Claire H. Collins, General Counsel
Hanson Bridgett LLP
601 W. 5th Street, Suite 300
Los Angeles, CA 90071
CCollins@hansonbridgett.com

If to OC San:

Orange County Sanitation District
18480 Bandilier Cir.
Fountain Valley, 92708
Attn: Robert Thompson, General Manager
RThompson@ocsan.gov

With a Copy to:

Scott C. Smith, General Counsel
Best Best & Krieger LLP
18101 Von Karman Ste. 1000
Irvine, CA 92612
Scott.Smith@bbkllaw.com

9. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original.
10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the Defunct Agreements and Survival Provisions, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.
11. Further Acts. The Parties shall execute such additional documents and take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.
12. Authorization to Execute. The signatories to this Agreement warrant that they have been lawfully authorized by their respective Parties to execute this Agreement on their behalf.
13. Severability. If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, then that invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

ORANGE COUNTY SANITATION DISTRICT

IRVINE RANCH WATER DISTRICT

By: _____
Robert Thompson, General Manager

By: _____
Paul A. Cook, General Manager

ATTEST:

ATTEST:

Kelly Lore, MMC, Clerk of the Board

Kristine Swan, District Secretary

APPROVED AS TO FORM:
Best Best & Krieger LLP

APPROVED AS TO FORM:
Hanson Bridgett LLP

By: _____
Scott C. Smith, General Counsel

By: *Claire H. Collins*
Claire H. Collins, General Counsel

EXHIBIT A

DEFUNCT AGREEMENTS

1. August 13, 1963 – *Basic Accommodation Agreement Between County Sanitation Districts Seven and Fourteen* [**Expired by its express five-year term and not incorporated into any later agreement.**]
2. December 13, 1979 – *Agreement for the Acceptance, Processing and Disposal of Sewage Solids* [**Expired June 30, 1981.**]
3. May 14, 1980 – *Agreement for Interconnection of Facilities and Interim Sewer Service* [**Expired after interim period.**]
4. October 29, 1986 – *Accommodation Agreement Relative to Annexation No. 124* [**Superseded by July 22, 2009 Administrative Transfer Agreement.**]
5. March 9, 1988 – *Agreement for Funding and Construction of Sewer Facilities to Serve the Downcoast Area* [**Fully performed construction agreement (Outside and Downcoast Area Facilities).**]
6. November 1, 1996 – *Agreement re Temporary Discharge from Irvine Ranch Water District* [**Expired after construction project completion (Eastern Transportation Corridor).**]
7. May 28, 1997 – *Agreement re Temporary Discharge from Irvine Ranch Water District* [**Expired after construction project completion (Planning Area 10, Harvard Square).**]
8. August 27, 1997 – *Agreement – CSD #7 and CSD #14 (Jamboree Road Drainage Areas)* [**Superseded by July 22, 2009 Administrative Transfer Agreement.**]
9. April 25, 2001 – *Inter District Wastewater Flow Accommodation Agreement (USFDA Facility)* [**Superseded by December 1, 2025 Flow Exchange Agreement.**]
10. July 22, 2002 – *Sewer Service Agreement – El Morro Elementary School* [**Superseded by October 24, 2018 Amended and Restated Sewer Service Agreement.**]
11. July 1, 2003 – *Agreement (IRWD to provide local service to the Irvine Business Complex and the Tustin Marine Corps Air Facility)* [**Superseded by December 1, 2025 Flow Exchange Agreement.**]
12. March 22, 2004 – *Permit Agreement for Discharge from Groundwater* [**Amended November 28, 2007 and extended to and expired on December 31, 2012. See 16.**]
13. May 24, 2004 – *Agreement – Transfer of Irvine Regional Park from CRA to Revenue Area 14* [**Boundaries settled by map attached to December 1, 2025 Flow Exchange Agreement.**]

14. April 27, 2005 – *Agreement for Accommodation of Flows from City of Newport Beach Abandoned Lift Stations Accepted by Irvine Ranch Water District Sewer System (Jamboree and Bison Flow Accommodation)* [**Superseded by December 1, 2025 Flow Exchange Agreement.**]
15. May 29, 2007 – *Santiago I Revenue Area Boundary Change Agreement* [**Boundaries settled by map attached to December 1, 2025 Flow Exchange Agreement.**]
16. November 28, 2007 – *Amendment No. 1 to Permit Agreement for Discharge from Groundwater* [**Expired December 31, 2012.**]
17. August 27, 2008 – *Agreement to Accommodate Wastewater Flows from the San Joaquin Hills Planned Community/Coyote Canyon Landfill/Gas Recovery Systems Areas that Originate in Revenue Area 14* [**Superseded by December 1, 2025 Flow Exchange Agreement.**]
18. August 27, 2008 – *Memorandum of Understanding Between the Orange County Sanitation District and Irvine Ranch Water District* [**Fully performed. Joint study completed.**]
19. July 22, 2009 – *Administrative Transfer Agreement (Newport Beach Areas from CRA to Revenue Area 14)* [**Boundaries settled by map attached to December 1, 2025 Flow Exchange Agreement.**]
20. June 28, 2010 – *Agreement for Administrative Transfer of Orange Park Acres Service Area to Revenue Area 14 and Inclusion of Flows in Revenue Area 14 Wastewater Flow Calculations* [**Superseded by December 1, 2025 Flow Exchange Agreement.**]
21. April 20, 2011 – *Reimbursement Agreement Between the Orange County Sanitation District (OCSD) and Irvine Ranch Water District (IRWD) For the Gisler Redhill Trunk Improvements in the City of Tustin* [**Expired after construction project completion (Gisler-Redhill Trunk Improvements).**]
22. January 31, 2012 – *Amendment No. 1 to Agreement Between OCSD and IRWD (IBC / Tustin MCAF Transfers)* [**Fully performed upon OC San execution of quitclaim deed. Underlying agreement superseded by December 1, 2025 Flow Exchange Agreement.**]
23. January 27, 2016 – *Local Sewer Facilities Transfer Agreement (OCSD Service Area 7)* [**Fully performed upon completion of LAFCO process.**]
24. May 8, 2017 – *Agreement Relating to IRWD Los Alisos Area* [**Fully performed upon completion of LAFCO process in 2020.**]