

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (“Agreement”) is made and entered into effect as of the ____ day of January 2021, by and between the FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, a California public school district located in the County of Orange, California (“District”), and SOUTHERN CALIFORNIA GAS COMPANY, a California Corporation (“Socal Gas”). District and Socal Gas may be individually referred to herein as a “Party”, or collectively as the “Parties”.

RECITALS

WHEREAS, the District is the owner of real property located at 1801 Lancer Way, Fullerton, CA 92833, also known as Sunny Hills High School; and

WHEREAS, Socal Gas has requested that the District grant an easement for public utility purposes to provide adequate natural gas services to the area surrounding Sunny Hills High School (“Easement”); and

WHEREAS, in consideration for the District granting the Easement, Socal Gas has agreed to compensate District as set forth below; and

WHEREAS, District has agreed to accept the Compensation (defined below) set forth below as full and complete consideration for the Easement granted to Socal Gas.

AGREEMENT

NOW THEREFORE, for and in consideration of the above and foregoing and the mutual covenants and agreements set forth herein below, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. **Compensation.** In consideration for the Easement being granted to Socal Gas pursuant to the Easement Agreement, Socal Gas shall, within fifteen (15) business days following the date on which the Easement Agreement is recorded, pay to the District the total sum of **Twenty-Eight Thousand Two Hundred And Sixty-Five Dollars (\$28,265)** (“Compensation”), as follows: **Ten Thousand Dollars (\$10,000)** for the Easement, plus attorney’s fees in the amount of **Fifteen Thousand Dollars (\$15,000)**, and administrative expenses incurred by the District to accommodate Socal Gas’ request in the amount of **Three Thousand Two Hundred And Sixty-Five Dollars (\$3,265)** for Penco Engineering’s services and newspaper publication services for the required public hearing. Compensation shall be paid in cash, by wire transfer of immediately available funds, or by other methods of payment accepted by District such as corporate check.

2. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon District, and its successors in interest, and Socal Gas and its successors, heirs, representatives, and assigns. As used in the foregoing sentence, “successors” shall refer to both of the Parties’ successors to all or substantially all of their assets and to their successors by merger or consolidation.

3. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the matters set forth herein. Any or all representations or modifications concerning this Agreement shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

4. **Applicable Law.** The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties expressly agree that this Agreement shall in all respects be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. Venue for any action arising from this Agreement shall be in Orange County, California.

5. **Captions, Number, and Gender.** The captions appearing at the commencement of the paragraphs, subparagraphs, and sections hereof in this Agreement are descriptive and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph, or subparagraph at the head of which it appears, then the article, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.

6. **Mutual Drafting.** This Agreement shall be construed as if drafted mutually by the Parties through their respective counsel and therefore shall not be construed against either Party.

7. **Multiple Counterparts.** To facilitate execution hereof, this Agreement may be executed in one or more counterparts as may be convenient or required, each of which shall be deemed to be an original, and all of which taken together shall constitute a single instrument. An executed copy of this Agreement delivered by facsimile or electronic mail transmittal shall have the effect of an original, executed instrument.

8. **Authority.** The person(s) signing this Agreement on behalf of Socal Gas and District, respectively, hereby warrant and represent to the other Party hereto that he or she has the lawful and proper responsibility and authority to execute this Agreement as provided herein. Socal Gas and District further represent and warrant to the other Party hereto that (a) such Party has full right and authority to execute this Agreement, and (b) this Agreement constitutes a valid and legally binding obligation of such Party, enforceable in accordance with its terms.

9. **No Partnership.** District and Socal Gas shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to have become a partner of each other in the conduct of their respective business or otherwise or a joint venture. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger of any joint enterprise between District and Socal Gas.

10. **Attorney's Fees.** In the event any enforcement activities are instituted by either Party, whether or not any action is instituted ("Enforcement"), or if any Enforcement or action shall be instated between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable costs of action, including reasonable attorneys' fees.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date last written below.

Dated: _____, 2021

Dated: _____, 2021

Fullerton Joint Union High School District

Southern California Gas Company

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____