

Recording Requested by and
when recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., ML SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

DOCUMENTARY TRANSFER TAX \$ CONVEYANCE OF EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.

**Leak
Survey**

Area: OC 300-3X

APN: 280-012-04 _____ Computed on full value of property conveyed

CPD#: 2041639763 _____ Computed on full value less liens and encumbrances remaining at time of sale

DISTRIBUTION R.W. 268688 _____ **Southern California Gas Company**

GRANT OF EASEMENT

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, a California public school district duly organized under and by virtue of the laws of the State of California (“Grantor”), is the owner of certain real property known as Sunny Hills High School located at 1801 Lancer Way, Fullerton, CA 92833 (“Property”).

FOR VALUABLE CONSIDERATION, Grantor hereby grants to Southern California Gas Company, a California corporation, its successors and assigns ("Grantee"): A 10.00 foot in width permanent non-exclusive easement ("Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as “the Facilities”) for the transportation and distribution of natural gas and communications as Grantee deems reasonably necessary, convenient or beneficial over, under, through, along, and for all other purposes connected therewith (“Scope of Easement”), and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities, the strip of land located in the **City of Fullerton in the **County of Orange**, California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto, and made a part of this agreement.**

The Grantee shall, at its sole cost and expense, be responsible for the construction, maintenance, operation, inspection, repair, replacement, alteration, and reconstruction of the Facilities as necessary. If Grantee removes the Facilities, Grantee shall promptly restore the surface to substantially the same condition existing before the construction of the Facilities.

By acceptance of this Easement, Grantee acknowledges and agrees that the Easement is solely for the Scope of

Easement.

Grantee accepts the Easement "AS IS" with no representation as to the condition of the Easement. Under no circumstances shall Grantor be liable for any conditions of the Easement, whether observable or not. Grantor makes no expressed or implied representation on the suitability of Easement for Grantee's purposes. Grantee is solely responsible for determining whether the conditions of the Easement are suitable for its purposes.

Grantor, for its heirs, successors and assigns, and its and their contractors, agents, and employees agrees that, except as provided below, no change of grade of the Easement shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), explosives, and combustible material, that nothing shall be done to impair Grantee's vehicular access to or along the Easement, and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.

Grantee shall have the right, but not the duty, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary upon Grantor's written consent, which shall not be unreasonably delayed or withheld. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons.

Grantee paid Grantor the sum of **Ten Thousand Dollars (\$10,000)** as consideration in full for the property interests being conveyed.

Grantee hereby agrees to refrain from expanding, altering, replacing, or reconstructing the Easement and Scope of Easement in any way without prior written consent, or in any way that could create an unreasonable risk to the Property or its occupants.

Grantor has complied with all Education Code requirements to convey the Easement to the Grantee.

The terms, covenants and conditions of this Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

By acceptance of this Easement, Grantee agrees to defend, protect, indemnify, release, and forever hold harmless Grantor and its agents, employees, officers, trustees, members, directors, and all those acting on behalf of Grantor (each a "Grantor Party"), to the maximum extent possible under law, from and against any and all assessments, claims, counts, costs, damages, demands, expenses, fines, judgments, liabilities (legal, administrative, or otherwise), losses, notices, penalties, suits (legal or in equity), violations, and/or attorneys' and consultants' fees (collectively, the "Claims") arising out of, or in connection with, Grantee's (including but not limited to its agents, contractors, consultants, employees, and all others acting on behalf of Grantee) entry upon, use, design, construction, placement, operation, maintenance, repair, reconstruction, or replacement of the improvements on the Easement. Notwithstanding the foregoing, Grantee shall defend Grantor against any Claims of Grantor or any Grantor Party, except to the extent caused by Grantor's gross negligence or willful misconduct, in connection with the Easement. The defense and indemnification obligations set forth herein shall survive the expiration, termination, or reversion of this Easement.

Upon a determination by Grantee that there is no longer a need for the Easement by Grantee, Grantee shall immediately release the Easement by providing Grantor notification in writing, describing Grantee's intent to give up the benefit of the Easement ("Release"). At the request of Grantor, Grantee shall execute and deliver to

Grantor a quitclaim of the Easement, in recordable form reasonably acceptable to Grantor.

In the event that Grantee makes informal statements together with physical acts clearly and unequivocally indicating Grantee's intention to give up the benefit of the Easement, the Easement shall automatically terminate without any action required by Grantor. A lack of use for a period of five (5) years conclusively demonstrates abandonment.

Grantee shall pay all applicable real estate taxes and general or special assessments for (where applicable) Grantee's betterments or improvements that are levied or assessed by any lawful authority on the Easement.

Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; (2) improve the Easement area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with underground service alert notification requirements pursuant to Government Code Sections 4216 *et seq.*

IN WITNESS WHEREOF, these presents are hereby signed this ____ day of _____, 20__.

GRANTOR: Fullerton Joint Union High School District, a political subdivision of the State of California

Signature

Name

Title

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
 } ss
COUNTY OF _____ }

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.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

EXHIBIT "A"
LEGAL DESCRIPTION

A STRIP OF LAND, 10.00 FEET WIDE, LYING WITHIN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASELINE & MERIDIAN, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, THE NORTHERLY SIDELINE OF SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

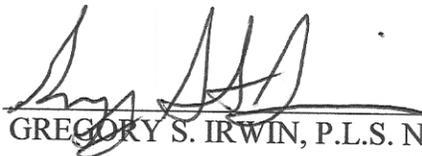
BEGINNING AT A POINT, BEING THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE CORPORATION GRANT DEED RECORDED IN BOOK 4084, OF OFFICIAL RECORDS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF A LINE IN THE EASTERLY BOUNDARY OF TRACT NO. 15994, AS SHOWN ON THE MAP OF TRACT NO. 16367, RECORDED IN BOOK 833, OF MISCELLANEOUS MAPS, PAGES 3 THROUGH 7, INCLUSIVE, IN SAID OFFICE OF THE COUNTY RECORDER, SAID LINE HAVING A BEARING OF NORTH 30°27'12" EAST AND A LENGTH OF 1260.00 FEET; THENCE ALONG SAID LINE NORTH 30°27'12" EAST 118.87 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 71°02'15" EAST 167.18 FEET; THENCE SOUTH 89°38'34" EAST 529.93 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 770.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°13'43" AND AN ARC LENGTH OF 285.29 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN THE RIGHT OF WAY DOCUMENT RECORDED IN BOOK 4787, OF SAID OFFICIAL RECORDS, PAGE 504, IN SAID OFFICE OF THE COUNTY RECORDER.

THE SOUTHERLY SIDELINES OF SAID STRIP TO BE EXTENDED OR SHORTENED TO INTERSECT AT ANGLE POINTS. SAID SOUTHERLY SIDELINE TO BE EXTENDED OR SHORTENED TO TERMINATE WESTERLY IN SAID LINE IN THE EASTERLY BOUNDARY OF TRACT NO. 15994 AND TO BE CONTINUED OF SHORTENED TO TERMINATE EASTERLY IN SAID WESTERLY LINE.

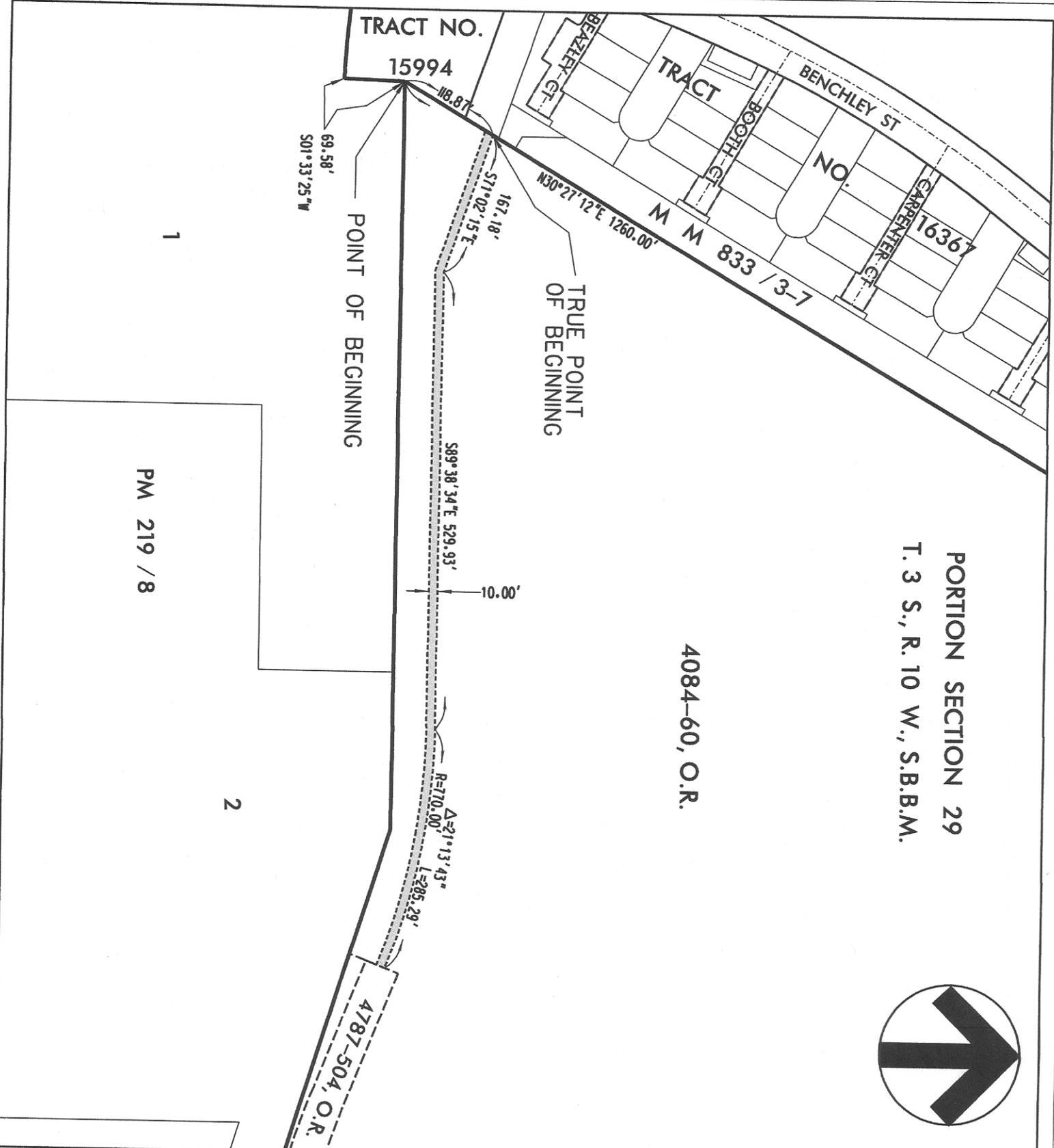
AND AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.




GREGORY S. IRWIN, P.L.S. NO. 5923

280-012-04.DOCX
2020-073
8-26-20



PORTION SECTION 29
 T. 3 S., R. 10 W., S.B.B.M.

4084-60, O.R.

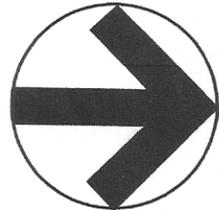


EXHIBIT "B"

SOUTHERN CALIFORNIA GAS COMPANY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF FULLERTON COUNTY OF ORANGE STATE OF CALIFORNIA

APPROVED BY: *Gregory S. Irwin* LAND SURVEY ANALYST
 GREGORY S. IRWIN, P.L.S. NO. 5923

SCALE: 1" = 150'
DATE: 8-26-20
PREPARED BY: GSI
W.O.:
W.R.:
A.S.:
A.P.N.: 280-012-04
FILE: 2020-073