

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between Coast Unified School District (“CUSD”), on the one hand, and Cambria Community Services District (“CCSD”), on the other hand (each a “Party” and collectively “Parties”), with respect to the following facts:

A. This Agreement arises out of a dispute related to CCSD’s use of Well SR4, located on CUSD’s property located at 2950 Santa Rosa Creek Rd., Cambria, CA, Assessor’s Parcel Number 013-081-075 (the “Dispute”).

B. In 2000, CCSD detected a “plume” of methyl-tertiary-butyl ether (“MTBE”) contaminating its wells on Santa Rosa Creek near the Pacific Ocean, Wells SR1 and SR3 (collectively, the “Santa Rosa Creek wells”).

C. In response to the MTBE plume, the California Regional Water Control Board issued Cleanup or Abatement Order No. 00-28, requiring that CCSD identify and secure an alternative diversion point to the Santa Rosa Creek wells by September 1, 2000.

D. On December 14, 2000, CUSD and CCSD executed an agreement (“2000 Agreement”) to allow CCSD to drill and operate Well SR4 on CUSD’s property in exchange for compensation and subject to certain limitations.

E. The 2000 Agreement was extended twice and the Parties renegotiated a new agreement dated September 27, 2012 relating to CCSD’s operation of Well SR4 on CUSD’s property (“2012 Agreement”).

F. The term of the 2012 Agreement was set to expire on September 27, 2022.

G. On September 8, 2022, CUSD agreed to an extension of the 2012 Agreement at the then-current rate of \$46,000 annually based on applicable CPI increases, pro-rated until March 31, 2023.

H. On March 9, 2023, CUSD agreed to an additional extension of the 2012 Agreement at the then-current rate of \$46,000 annually based on applicable CPI increases, pro-rated until September 30, 2023.

I. On September 30, 2023, the 2012 Agreement expired but CCSD remained in possession of Well SR4 while continuing to remit monthly rent checks at the annual rate of \$46,614.60 (“Holdover Rent”). CUSD received the Holdover Rent from CCSD but elected not to deposit the checks.

J. The Parties have since been engaged in a dispute regarding CCSD’s continued occupation of CUSD’s property and operation of Well SR4 on CUSD’s property.

K. The Parties now wish to enter into a settlement agreement with regard to all claims related to the Dispute in order to avoid expense, time, effort, and uncertainty of litigation and to

fully and finally compromise and settle and discharge all claims, controversies, demands, actions, or causes of action which they may have against each other as a result of the Dispute as more specifically set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** CUSD will grant to CCSD an easement for continued operation of Well SR4 on the terms and conditions stated in the Grant of Easement attached hereto as **Exhibit A** and incorporated herein by reference. CCSD shall record the Easement at its sole cost, but only after it has satisfied its payment obligations set forth in Sections 2, 3 and 5 below.

2. **Payment.** Within two (2) business days after execution of this Agreement, CCSD shall pay to CUSD the amount of two hundred sixty thousand dollars (\$260,000.00).

3. **Appraisal Reimbursement.** Within two (2) business days after execution of this Agreement, CCSD shall pay to CUSD the amount of five thousand dollars (\$5,000.00) in addition to the amount described in Section 2, as reimbursement of appraisal costs as required pursuant to California Code of Civil Procedure section 1263.025.

4. **Manner of Payment.** Any payments under Sections 2 and 3 above shall be made via wire transfer to CUSD. CUSD's authorized representative shall promptly provide wire instructions upon execution of this Agreement.

5. **Rent Checks.** Within two (2) business days after execution of this Agreement, CCSD shall make all outstanding Holdover Rent payments to CUSD from September 30, 2023 to the date of execution of this Agreement, and reissue checks previously sent to CUSD for Holdover Rent if the checks have expired.

6. **Release.** Each Party releases and discharges the other Party, its officers, directors, shareholders, members, managers, agents, servants, employees, attorneys, insurance companies, representatives and affiliates, and those persons in active concert or participation with any of the foregoing persons, together with their successors and assigns, from any and all claims, liabilities, demands, attorneys' fees, costs, obligations and losses whatsoever, whether now known or unknown, fixed or contingent, that either Party now has against the other Party arising out of or relating in any way to the Dispute. This **Section 6** is expressly contingent upon fulfilment of the obligations in **Sections 1, 2, 3, and 5** of this Agreement. The Parties have not, by this Agreement, waived their right to pursue any claims (of any nature) against one another that accrue after the Effective Date of this Agreement and which are not expressly addressed in this Agreement, or any claims that may arise as a result of either Party's breach of this Agreement.

7. **Waiver of Section 1542.** The Parties acknowledge and understand the meaning of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release

and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

With respect to the matters set forth herein and subject to the terms of this Agreement, the Parties expressly waive and relinquish any right or benefit which they now have, or may have, under California Civil Code section 1542. In connection with such waiver and relinquishment, Parties acknowledge they are aware that attorneys or agents may hereafter discover claims or facts in addition to or different from those which the Parties now know or believe to exist with respect to the Dispute, but it is their intention to hereby fully, finally, and forever settle and release all claims, demands, damages, costs, attorneys' fees, liabilities, obligations, and causes of action, known or unknown, suspected or unsuspected, which do exist, or may exist, or heretofore have existed against the Parties or the Dispute. In furtherance of such intention, the releases herein given shall be and remain in effect as full and complete releases.

8. Fees and Costs. Except as set forth in Section 13 of this Agreement, the Parties agree to bear their own attorney fees and costs incurred in connection with the preparation and completion of this Agreement.

9. Right to Access. The Grant of Easement described in Section 1 of this Agreement and attached hereto as **Exhibit A** provides that CCSD will construct, install, operate and maintain a new surface access road for ingress and egress purposes at CCSD's own cost and expense. Subject to the terms and limitations described in this Agreement and the Grant of Easement, CUSD grants CCSD a limited license to utilize the existing access road for ingress and egress purposes to Well SR4. The license will terminate upon completion of the new access road contemplated in the Grant of Easement.

10. No Admission of Liability. It is expressly understood and agreed that the Parties enter into this Agreement to compromise and settle claims. The terms of this Agreement do not constitute an admission of liability by any Party, nor shall this Agreement or any proceeding hereunder, be deemed to be evidence of or an admission of any liability or wrongdoing by any Party.

11. Captions. The captions or headings of the sections or paragraphs of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section or paragraph of this Agreement.

12. Further Actions. The Parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and spirit of this Agreement.

13. Enforcement, Venue, and Attorneys' Fees. The venue for any dispute arising from or related to this Agreement, its performance, or its interpretation shall be the Superior Court of California, County of San Luis Obispo. In any such legal action, the prevailing party or parties shall be entitled to recover their reasonable attorneys' fees from the non-prevailing party or parties.

14. Integration. This Agreement, including the exhibits attached hereto, contains the entire agreement and understanding concerning the matters described herein. Each of the Parties hereto acknowledges that no other party, nor the agents or attorneys for any party, has made any

promise, representation, or warranty whatsoever, express or implied, that is not contained herein, to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

15. Amendments. This Agreement may not be amended except in writing signed by both of the Parties hereto.

16. Notices. All notices to be given by either Party to the other shall be in writing and shall be served either by overnight delivery service providing evidence of receipt (such as Federal Express), or by registered or certified mail, return receipt requested, by hand delivery, or by electronic mail (email), and shall be deemed given upon actual receipt or refusal; and shall be addressed as follows, at such other address as any party may from time to time specify to the other Parties in writing:

Coast Unified School District:

Jill Southern
Superintendent
Coast Unified School District
1350 Main Street
Cambria, California 93428

with a copy to:

Christopher Guillen
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101
Cguillen@bhfs.com

Cambria Community Services District:

Matthew McElhenie
General Manager
Cambria Community Services District
1316 Tamsen Street, Suite 201
Cambria, CA 93428

with a copy to:

Alan Fenstermacher
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Afenstermacher@rutan.com

17. **Advice of Counsel.** The Parties hereby acknowledge that they have jointly negotiated the terms of this Agreement with assistance of legal counsel and are executing this Agreement with the consent, and upon the advice, of their own counsel.

18. **Authority to Sign.** Each individual signing this Agreement represents and warrants that they have been authorized to do so by proper action of the party on whose behalf they have signed.

19. **Binding on Successors.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto, as well as their respective agents, employees, representatives, heirs, successors, and assignees.

20. **Counterparts.** This Agreement may be signed in one or more counterparts and, when all Parties have signed the original or a counterpart, such counterparts together shall constitute one original document.

21. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and its other applications shall not be affected and shall be enforceable to the full extent permitted by law.

22. **Effective Date.** This Agreement shall be effective immediately upon its execution by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

[Signatures on Following Page]

Coast Unified School District:

Jill Southern, Superintendent

Date: _____

Cambria Community Services District:

Matthew McElhenie, General Manager

Date: _____

APPROVED AS TO FORM:

Dated: June __, 2024

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By: _____
CHRISTOPHER GUILLEN
Attorneys for
COAST UNIFIED SCHOOL DISTRICT

Dated: June __, 2024

RUTAN & TUCKER, LLP

By: _____
ALAN FENSTERMACHER
Attorneys for
CAMBRIA COMMUNITY SERVICES
DISTRICT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cambria Community Services District
Attn: District Clerk
PO Box 65
Cambria, CA 93428

EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 6103.	SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY
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APN: 013-081-075 DOCUMENTARY TRANSFER TAX \$ 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area of San Luis Obispo County (X) City of Cambria, and
- There is no Documentary Transfer Tax due.
The conveyance is to a governmental entity or political subdivision, R & T 11922

GRANT OF EASEMENT

This Grant of Easement (the “Agreement”) is made and entered into in the County of San Luis Obispo, State of California, on June __, 2024, by and between the CAMBRIA COMMUNITY SERVICES DISTRICT, a political corporation of the State of California, hereinafter referred to as “CCSD,” and COAST UNIFIED SCHOOL DISTRICT, hereinafter referred to as “CUSD” collectively “the Parties.”

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties:

A. On December 14, 2000, CCSD and CUSD entered into an Agreement for Alternative Point of Water Diversion at Coast Union High School (the “Original Agreement”);

B. The purpose of the Original Agreement was to provide an alternative location, upgradient from CCSD’s Santa Rosa Creek wells, so that CCSD can appropriate water from the Santa Rosa Creek underflow in accordance with the permit issued by the California State Water Resource Control Board (“SWRCB”), in a maximum amount not to exceed 518 acre-feet per calendar year;

C. The SWRCB later issued CCSD an appropriative water rights license (License no. 13917), lowering the maximum quantity of Santa Rosa Creek underflow diversion from 518 acre-feet to 218 acre-feet per calendar year;

D. Pursuant to the Original Agreement, Well SR4 (first defined in the Original Agreement and which definition was later refined in the 2012 Agreement, defined below) was installed on the area adjacent to the athletic fields of Coast Union High School (the “Site”), owned by CUSD and located at 2950 Santa Rosa Creek Road, Cambria, California, APN: 013-081-075 (the “Servient Tenement”), and thereafter operated by CCSD pursuant to the terms of the Original Agreement;

E. CCSD asserts that Well SR4 provides a critical domestic water source for the community of Cambria, including for drinking, firefighting and other purposes;

F. On September 27, 2012, CCSD and CUSD entered into a new Agreement (“2012 Agreement”) under which CCSD continued to operate Well SR4 on the Site;

G. After a one year extension, the 2012 Agreement expired on September 30, 2023, and in order to resolve the Parties’ disputes regarding a potential extension thereto or an alternative agreement, or potential condemnation of portions of CUSD’s property by CCSD, CUSD has agreed to sell, and CCSD has agreed to purchase, certain permanent easement interests in CUSD’s property, pursuant to the terms and conditions of this Agreement, as described in more detail in **Exhibits A1 through B-4**;

H. The Parties have also concurrently entered into a Settlement Agreement relating to the easements granted by this Agreement, which is hereby incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, promises and agreements contained herein, CCSD and CUSD mutually agree as follows:

TERMS AND CONDITIONS

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Public Interest and Necessity Satisfied. CCSD agrees that so long as CCSD has the permanent easement interest in the Servient Tenement described herein, which, as described below, provides sufficient access to and use of Well SR4 and associated infrastructure (the Well Facilities, as defined herein), or a replacement well and any reasonably necessary associated facilities and infrastructure pursuant to Section 3(b)(ii), the public interest and necessity do not require further acquisition by CCSD or any successor agency of any portion of CUSD’s approximately 40 acre property located at 2950 Santa Rosa Creek Road, Cambria, California, APN 013-081-075, pursuant to Code of Civil Procedure section 1240.010, *et seq.*, also known as the “Eminent Domain Law.”

The Parties acknowledge the Constitutional and judicial authority described in *City of Glendale v. Superior Court* (1993) 18 Cal.App.4th 1768 that holds a governmental entity may not waive any rights to eminent domain through contract. The Parties agree that this Section 2 does not violate that legal authority; this Section represents an agreement by the Parties that CCSD

cannot prove elements necessary to take any portion of CUSD's property pursuant to the Eminent Domain Law so long as the terms of this Agreement are in effect.

To the extent this Section is found unenforceable by a court of law or CCSD pursues a take of CUSD's property described herein, this Agreement and all rights provided to CCSD herein shall automatically extinguish and CCSD shall immediately vacate the Servient Tenement.

3. Nature of Easements. CUSD grants CCSD a permanent easement to access and operate Well SR4 (or a replacement well and related infrastructure pursuant to Section 3(b)(ii)) along with all necessary secondary or auxiliary easements for CCSD to exercise those rights, all of which are described below.

(a) Primary Easement. CUSD grants CCSD a permanent easement allowing CCSD to access, maintain and use the municipal water supply well designated as Well SR4 and constructed by CCSD pursuant to the Original Agreement, along with associated infrastructure, including a water treatment facility ("Treatment Plant"), located on the Servient Tenement (collectively, "Well Facilities") for the purpose of diverting the 218 acre-feet of unappropriated water per calendar year which it is entitled to appropriate from the Santa Rosa Creek underflow pursuant to its license (Permit No. 20387/License No. 13917) from the SWRCB, and subject to the limitations in this Agreement ("Easement"). The area where the Well Facilities are located and the portion of the Servient Tenement where this primary Easement is located is described in Exhibit A1 and depicted in Exhibit B1, which are attached to this Agreement and hereby incorporated by reference. In the event that Well SR4 is ever abandoned by CCSD, CCSD shall cap and plug Well SR4 at no cost to CUSD.

(b) Secondary Easements. The Easement granted in this Agreement also includes the incidental rights to use the Servient Tenement which are necessary for the use and enjoyment of the Easement, provided that CCSD exercises such rights at CCSD's own cost and expense, and only in connection with the Easement and only for as long as is necessary for the use and enjoyment of the Easement ("Secondary Easements"). In exercising these rights, CCSD must use reasonable care and may not unreasonably increase the burden on the Servient Tenement. These Secondary Easements are as follows:

(i) Operation, repair and maintenance of the Well Facilities, located on a portion of the Servient Tenement described in Exhibit A1 and depicted in Exhibit B1. The Well Facilities will remain in place as depicted in Exhibit A1 and Exhibit B1 and may not be expanded absent CUSD's express written consent, which shall not be unreasonably withheld.

(ii) In the event Well SR4 fails and CCSD in its sole discretion determines a replacement well is necessary, CCSD shall have the right to drill a replacement well, in which case, the parties shall promptly negotiate in good faith to amend this Agreement accordingly. In no instance shall CUSD deny CCSD's request to drill a replacement well pursuant to this subsection, but CUSD reserves the right to reject the proposed location of a replacement well if the proposed location would unreasonably increase the burden on the Servient Tenement or

unreasonably expand the Easement as described in Exhibit A1 and depicted in Exhibit B1, as determined in CUSD's reasonable discretion. In the event that CUSD rejects the proposed location of the replacement well, CUSD will counter-propose two (2) comparable and viable equivalent alternative locations. In no case shall CCSD be entirely prevented from drilling a replacement well.

(iii) Operation, repair and maintenance of Treatment Plant to treat water extracted from Well SR4 for iron and manganese and to meet all other requirements of the Department of Health Services, and operation, repair and maintenance of said Treatment Plant, including operation, repair and maintenance of underground water pipelines and electrical conduits and wires between Well SR4 and the Treatment Plant, located on a portion of the Servient Tenement described in Exhibit A1 and depicted in Exhibit B1, which are attached to this Agreement and hereby incorporated by reference.

(iv) Construction, installation, operation and maintenance of underground water pipelines and appurtenances, and all incidental ingress and egress thereto, located on a portion of the Servient Tenement described in Exhibit A2 and depicted in Exhibit B2, which are attached to this Agreement and hereby incorporated by reference.

(v) Construction, installation, operation and maintenance of a surface access road suitable for heavy trucks and underground water pipelines and appurtenances, and all incidental ingress and egress thereto, located on a portion of the Servient Tenement described in Exhibit A3 and depicted in Exhibit B3, which are attached to this Agreement and hereby incorporated by reference.

(vi) Operation, repair and maintenance of underground sewer pipeline, and all incidental ingress and egress thereto, located on a portion of the Servient Tenement described in Exhibit A4 and depicted in Exhibit B4, which are attached to this Agreement and hereby incorporated by reference.

4. Access to Servient Tenement. CCSD agrees that its access to the Servient Tenement shall be limited to the location of the Easement and the Secondary Easements as provided in Section 3 of this Agreement, except in emergency circumstances upon notification to and approval by CUSD, whose approval shall not be unreasonably withheld. The Parties agree that the surface access road described in Exhibit A3 and depicted in Exhibit B3 is non-exclusive and CUSD may use such surface access road in any manner that is consistent with CCSD's use and enjoyment of the Easement and as otherwise set forth herein.

5. Exclusive Use of Well Facilities. CCSD's use of the Well Facilities granted in this Agreement shall be exclusive, except as otherwise set forth herein. CUSD shall not grant or assign to others any right to use water through Well SR4. CUSD retains the right to use the Servient Tenement in any manner that is consistent with CCSD's use and enjoyment of the Easement and as otherwise set forth herein.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of CUSD and CCSD and their respective heirs, legal representatives and successors.

7. Primary Water Supply Source; Joint Use of Wells:

(a) Well 23R is CUSD's primary water supply source for Coast Union High School ("CUHS"), *i.e.*, the source from which CUHS will always initially extract water for its irrigation needs. Likewise, Well SR4, which is being operated and maintained pursuant to this Agreement, is CCSD's primary Santa Rosa Creek water supply source, *i.e.*, the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs.

(b) CUSD and CCSD hereby agree that in the case of a short-term area wide emergency situation (*i.e.*, natural disaster, wildfire) or if either CUSD or CCSD's well and/or related equipment function improperly so that water cannot be extracted from such well, the affected entity shall contact and consult the other entity for permission to extract water from that entity's primary water supply source, subject to the limitations set forth in Section 8 below. Other than as provided in this Section 7(b), CCSD shall have no right to access or use Well 23R.

8. Limitation on Extraction of Water. CCSD's use of water from Well SR4 and CUSD's use of water from Well 23R are subject to the following limitations:

(a) CCSD has installed and shall continue to maintain a meter on Well SR4 to measure the amount of water taken from Well SR4. CUSD shall have access to Well SR4 for the purposes of inspecting the meter on that well.

(b) CCSD shall monitor the level of water in Well SR4 and Well 23R on a semi-monthly basis, maintain records of that monitoring and provide CUSD with copies of such monitoring records.

(c) Should the level of water in Well 23R measure 10 feet above sea level or less, CCSD will notify CUSD immediately and initiate communications with CUSD to discuss limiting or ceasing CCSD's pumping from Well SR4 or, if applicable, Well 23R. In addition, CCSD will begin daily monitoring of the water levels of both Well SR4 and Well 23R and provide CUSD with copies of the monitoring records.

(d) Should the level in Well 23R measure sea level (0 feet) after being shut down for a period of two (2) hours, or should air be pumped from Well 23R, CCSD will cease pumping from Well SR4 immediately.

(e) Should the water level in Well 23R return to 10 feet above sea level, CCSD may resume operation of Well SR4 under the limitations stated in subsections (c) and (d) of this Section.

9. Default/Dispute Resolution. In the event of default by either party to this Agreement in the performance of any of the terms, covenants and conditions herein, the nondefaulting party shall give written notice to the defaulting party of such default. In the event

that the defaulting party does not commence or complete the actions necessary to cure such default within thirty (30) days after such notice is postmarked or personally served on the defaulting party, the Parties shall meet together, face to face, to discuss any issues regarding the default. If, in the opinion of the non-defaulting party, the default is not cured within sixty (60) days after written notice of such default is postmarked or personally served on the defaulting party, the Parties shall submit the dispute to a mediator. The Parties shall select a mediator from the list of certified civil mediators who are located in San Luis Obispo County. After selection of the mediator, a mediation conference shall be scheduled as soon thereafter as possible and both parties shall fully and completely present their positions at mediation and shall mediate in good faith. All of the rules applicable to court ordered mediation shall apply to the mediation.

10. Liquidated Damages for Violation of Section 8(d). The Parties agree that, due to the difficulty of identifying an alternate water source and controlling the costs of supplying water from an alternate source, it would be difficult, if not impossible, to calculate the damages CUSD would suffer if it is not able to use Well 23R as a result of CCSD's pumping of Well SR4. Therefore, in the event that CCSD breaches Section 8(d) of this Agreement, it shall pay to CUSD, as liquidated damages, \$5,000 per week for the entire time period that the breach of Section 8(d) is not remedied. This sum shall increase annually by three percent. For purposes of this Section, a breach of Section 8(d) is considered fully remedied if CCSD ceases all pumping of Well SR4 and water levels in Well 23R return to 0 feet above sea level or Well 23R ceases pumping air. The payments made under this Section are intended to constitute liquidated damages to CUSD pursuant to California Code sections 1671, 1676 and 1677. The Parties agree that liquidated damages amount set forth in this Section is the result of a reasonable endeavor by the Parties to estimate a fair average compensation for any loss CUSD may sustain by reason of a breach by CCSD of Section 8(d) of this Agreement.

11. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

12. Costs of Enforcement. If either Party brings an action against the other Party to this Agreement, then the prevailing Party in the action will be entitled to collect all of its costs of the action, including reasonable attorneys' fees, from the non-prevailing Party.

13. Maintenance and Repairs. CCSD hereby agrees to maintain at its sole cost Well SR4 and all related improvements in good condition and to repair such improvements as necessary, including emergency repairs of equipment.

14. Indemnification. CCSD hereby agrees to indemnify, defend, assume all liability for and hold harmless CUSD and its officers, employees, agents and representatives from all actions, claims, penalties, obligations, liabilities, damages, judgments, personal injuries, costs or expenses, in any manner arising out of this Agreement or the performance or attempted performance of the provisions hereof, including but not limited to any act or omission on the part

of CCSD or its officers, employees, agents or representatives, except to the extent attributable to the negligence or willful misconduct of CUSD or its officers, employees, agents or representatives.

15. Nonassignability. The Parties shall not permit any right or privilege granted under this Agreement to be exercised by another, nor shall this Agreement or any right or privilege granted there under be in whole or in part sold, transferred, leased, assigned, disposed of or alienated. Any purported assignment of this Agreement or any interest in this Agreement shall be void and of no effect.

16. Inspection. CUSD and its representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements constructed, maintained, or operated pursuant to this Agreement at any time to verify CCSD's compliance with the terms and conditions of this Agreement.

17. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof and all prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. Thus, no covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party hereto, except as specifically set forth in this Agreement.

18. Miscellaneous Terms. The Parties hereto represent, warrant and agree as follows:

(a) Each party has read the Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as it deems necessary or desirable.

(b) The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the parties.

(c) Each party agrees that such party will not take any action which would interfere with the performance of this Agreement by the other party hereto or which would adversely affect the rights provided for herein.

(d) Whenever the context so requires, the singular number shall include the plural number, and vice versa.

(e) Captions and paragraphs headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

19. Modifications. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party.

20. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other party hereto, each counterpart shall be deemed

an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

21. Severability. Any provision of this Agreement found to be illegal, invalid or unenforceable shall be modified to be enforceable in a manner that is consistent with the Parties' intentions, or, if it cannot be so modified, shall be severed from this Agreement. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall remain valid and in full force and effect.

22. Authority to Execute. Each party executing this Agreement further represents and warrants that the execution of this Agreement has been duly authorized by its board or governing body and that each has the full right and authority to enter into and perform this Agreement on behalf of the party for whom each has signed and the full right and authority to bind fully said party to the terms and obligations (including, without limitation, the representations and warranties set forth herein) of this Agreement.

23. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California where it is deemed to have been executed and delivered.

IN WITNESS WHEREOF, CAMBRIA COMMUNITY SERVICES DISTRICT and COAST UNIFIED SCHOOL DISTRICT have executed this Agreement on the day and year hereinabove set forth.

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Matthew McElhenie, General Manager

COAST UNIFIED SCHOOL DISTRICT

By: _____
Jill Southern, Superintendent

APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Timothy J. Carmel, District Counsel

//

COAST UNIFIED SCHOOL DISTRICT

By: _____

Christopher Guillen, Counsel for Coast Unified School District

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 SAN LUIS OBISPO

On _____, 2024 before me, _____, 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.

Signature: _____ (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 SAN LUIS OBISPO

On _____, 2024 before me, _____, 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.

Signature: _____ (Seal)