



Line Extension Contract

Reference:

Gas Company Project #: 00000223382

Project Location: 542 CYPRESS ROAD CEDAR GLEN

11/05/2019

COUNTY SERVICE AREA 70 CG (CEDAR GLEN) (CSA70CG)
12402 INDUSTRIAL BOULEVARD
VICTORVILLE, CA 92395

Project Scope:

Non-Residential, commercial, project located at and , in the City of Cedar Glen, County of San Bernardino.

SPECIAL FACILITIES

Install Service, Meter to the specified location in Company provided trench.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 11/05/2019 details the estimated costs and allowances, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances.

To acknowledge your receipt of the Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to The Gas Company representative listed below. Your return of the executed copy of this letter plus any required advance will constitute your request to The Gas Company to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a Gas Company customer and want to provide you with the best possible service. If you have any questions, please contact me at (626) 397-4971.

Sincerely,

CHRISTIAN G. GREEN
FIELD PLANNING ASSOCIATE
3530 E FOOTHILL BLVD
PASADENA, CA 91107-0000

SOUTHERN CALIFORNIA GAS COMPANY

SPECIAL FACILITIES CONTRACT

GENERAL TERMS AND CONDITIONS

- 1. Tariff Rules.** This contract is subject to and incorporates by reference all of Company's applicable tariff schedules as filed from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, Company's Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. No Agent of the Company has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither Company nor Applicant shall be bound by them.
- 2. Commission.** This Contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.
- 3. Charges.** Applicant shall make the payments required hereunder as provided in the "Applicant Payments Required" section. Applicant shall pay any monthly Ownership Charges, representing the continuing ownership costs of the Special Facilities determined in accordance with the applicable percentage rates established in Company's Tariff Rule No. 2. This monthly Ownership Charge shall commence on the date the Special Facilities are first ready to serve, as determined by the Company. Company will notify Applicant, in writing, (which may be through its invoice) of such commencement date. Monthly Ownership Charges, utility-financed or customer-financed, and any alternate payment arrangements are provided for at the discretion of Company and are subject to the Applicant's creditworthiness, practicality of monthly or alternate payment arrangements, difficulty of administration of the contract, and other factors.
- 4. Change in Ownership Charge.** The monthly charges shown in the "Applicant Payments Required" section shall automatically increase or decrease without formal amendment to the Contract if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership of Special Facilities as stated in Rule No. 2, effective with the date of such authorization.
- 5. Easements.** Where formal rights-of-way or easements are required in, under, across or through Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that Company shall not be obligated to install the Special Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to Company, are granted without cost to Company.

5.1. General. Applicant grants to the Company such easements and rights-of-way in, under, across and through the real property which is a part of the Job site ("Premises"), together with such rights of ingress and egress as may be necessary or convenient for the Company to install, operate, inspect, maintain, repair, replace and remove the Special Facilities.

5.2. Specific. Upon Applicant's request, the blanket easements granted Company may be deleted and replaced by non-exclusive easement(s) in mutually acceptable form and substance, provided that such easement(s), including the legal description(s), shall be provided at no expense to Company. The Company's acceptance of the easement(s) shall operate to terminate the blanket easement(s) for the applicable portion of the Premises, but shall not affect any of the other terms or conditions of this Contract or any of the tariff rules applicable to any utility service to be provided by Company.

6. Force Majeure. Company shall not be responsible for any delay in the installation or completion of the Special Facilities by Company resulting from events of Force Majeure (Rule No. 1). In the event that Company is prevented from commencing or completing the installation of the Special Facilities due to reasons of Force Majeure within twelve months following the acceptance date of this Contract, Company shall have the right to terminate the Contract or to revise its estimates of the cost figures to reflect any changes since the original costs were determined. Company shall notify Applicant of such termination, or of such adjusted costs and give Applicant the option to either terminate this Contract or proceed with the Contract as revised. Economic conditions or inability of Applicant to obtain financing and/or to sell any part of the Premises shall not be considered an event of Force Majeure.

7. Early Termination. If this Contract is terminated as set forth in Section 6, the provisions of Section 13 shall be applicable, based on that portion of the Special Facilities then completed, if any. Applicant shall also be responsible for any and all charges for any expense incurred by Company for any engineering, surveying, right-of-way acquisition expenses and other associated expenses incurred by Company for that portion of the Special Facilities not installed, or in Company's sole judgment, not useful in supplying permanent gas service to Company's other customers plus attorney's fees and costs of collection. If such expenses are greater or less than the payments previously made by Applicant, Applicant shall pay to Company, or Company shall refund the balance without interest, to Applicant, as the case may be.

8. Indemnity.

8.1. General. Applicant shall indemnify and hold Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of Company or Applicant, injury to property of Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorney's fees) arising out of the performance of this Contract, except only for liability caused by the sole negligence or willful misconduct of Company. Provided, however, that as long as the liability is not caused by Applicant's willful misconduct, Applicant's duty to indemnify Company shall also not extend to liability to the extent it is caused by the negligence of Company.

8.2. Environmental. Applicant shall indemnify and hold Company harmless from and against any and all liability (including attorney's fees) arising out of or in any way connected with the violation or compliance with any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Job site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of the work performed under this Contract ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Applicant and Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that Company may stop work, terminate the Job in accordance with Section 7, redesign the Job to a different location or take other action reasonably necessary to complete the Job without incurring any Pre-Existing Environmental Liability.

8.3. Withhold Rights. In addition to any other rights to withhold, Company may withhold from payments due Applicant such amounts as, in Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provision.

9. Title. Special Facilities provided hereunder shall at all times be and remain the property of Company.

10. Contract For Extension of Gas Line. This Contract supplements the appropriate Contract for Extension of Gas Line (Rule 20 and 21) for gas service presently in effect between Applicant and Company.

11. Special Facilities Charge. If it becomes necessary for Company to alter or rearrange the Special Facilities, Applicant shall be notified of such necessity and shall be given the option to either (i) terminate this Contract (and pay the amounts set out in Section 12) or (ii) pay to Company additional Special Facilities charges consisting of (a) a facility termination charge for that portion of the Special Facilities which is being removed because of alternation or rearrangement (determined in the same manner as described in Section 12) plus, (b) an additional Advance and/or rearrangement cost, if any, for any new Special Facilities requested; plus, (c) a revised monthly Ownership Charge based on the total installed cost of all new and remaining Special Facilities.

12. Termination Charges (except Lump Sum payments)

12.1. Customer financed. Upon discontinuance of the use of any Special Facilities for any reason, in addition to all other monies to which Company may be legally entitled or required to collect by virtue of such termination. Applicant having paid in full installed costs consistent with Rule 2 as an Advance under this Contract shall be required to pay the cost of subsequent replacement facilities installed in accordance with Section 11 above, less accumulated depreciation, if applicable, plus Company's costs of removal or abandonment less any remaining salvage value.

12.2. Utility financed. Upon discontinuance of the use of any Special Facilities for any reason, in addition to all other monies to which Company may be legally entitled or required to collect by virtue of such termination. Applicant shall pay to Company on demand a facility termination charge defined as the initial installed costs as determined by Company in accordance with its standard accounting practices and Rule 2, less accumulated depreciation, plus the cost of subsequent replacement facilities installed in accordance with Section 11 above, less accumulated depreciation, if applicable, plus Company's costs of removal or abandonment, plus any applicable ITCCA, less the salvage value of the Special Facilities to be removed or abandoned.

12.3. Removal or Abandonment. Company shall be entitled to remove or abandon and shall have a reasonable time in which to remove or abandon any portion of the Special Facilities located on the Applicant's premises.


12.4. Alteration and Retention. Company may, at its option, alter, rearrange, convey, or retain in place any portion of the Special Facilities located on other property off Applicant's Premises. Where all or any portion of the Special Facilities located off Applicant's Premises are retained in place and used by Company to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.

13. Payment Terms. Unless otherwise expressly stated in writing signed by Company, all payments from Applicant are due and payable within 19 days from the date of invoice. Applicant agrees Company may apply any credits due Applicant under this Contract or any related Contract for Extension of Gas Line (Rules 20/21 contract) to amounts owed by Applicant to Company under this Contract, including the costs of collection (attorney's fees, whether or not suit is brought, and costs).

14. Incorporation by Reference/Revisions. All exhibits attached hereto and all applicable tariff schedules (whether or not specifically mentioned in this Contract or attached hereto) are incorporated by reference. This Contract, including the documents so incorporated, is the complete agreement between the parties respecting its subject matter. If there is more than one Contract, the effective Contract shall be the one with the highest/most current revision number and date.

At the request of Applicant, SOUTHERN CALIFORNIA GAS COMPANY (Company) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or to allocate for Applicant's use, at the Job Address, the Special Facilities, in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the terms and conditions set out herein.

The undersigned Applicant agrees to perform all of its responsibilities as set out in Rule 2 and other applicable Company tariff schedules and acknowledges receipt of a copy of Rule 2, and the General Terms and Conditions and agrees to be bound by them and the Company together with any payment required hereunder within ninety days of the Contract Preparation Date shown on the first page, and (2) accepted by Company. This Contract shall then take effect without further notice to Applicant.

Applicant:
County Service Area 70, Zone CG (Cedar Glen)
By: 
Print Name: Curt Hagman
Title: Chairman, Board of Supervisors
Date: FEB 11 2020

Accepted By: Southern California Gas Company
e-Signed By SoCalGas New Business Process Advisor on 12-04-2019 11:53:40:40 PST
By: Douglas Barry
Print Name: Douglas Barry - NBPA
Title: December 04, 2019
Date:

SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS

These are the general conditions under which Southern California Gas Company ("The Gas Company") will provide line extensions for Applicants.

I. COSTS

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once The Gas Company begins the installation, the estimated cost will remain in effect for 12 months. If at the end of the twelve months the work is not complete, The Gas Company reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date The Gas Company completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rules 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule 22.

C. Attorneys Fees and Offset. If The Gas Company is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that The Gas Company is entitled to recover its reasonable attorneys' fees and costs. The Gas Company may withhold from any payments due Applicant any amounts Applicant owes The Gas Company.

II. INDEMNITY

A. General. Applicant shall indemnify and hold The Gas Company harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of The Gas Company or Applicant, injury to property of The Gas Company, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct of The Gas Company.

B. Environmental. Applicant shall indemnify and hold The Gas Company harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of The Gas Company's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and The Gas Company, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that The Gas Company may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, The Gas Company may withhold from payments due Applicant such amounts as, in The Gas Company's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

III. WARRANTY

The Gas Company requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than The Gas Company) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse The Gas Company for the total cost of repair and/or replacement or The Gas Company may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by The Gas Company and offset against refundable amounts owed Applicant.

IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of The Gas Company's applicable tariff schedules and rules as filed from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rules 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at www.socalgas.com or by requesting copies from your Gas Company representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of The Gas Company has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither The Gas Company nor Applicant shall be bound by them.

V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, The Gas Company shall direct all communications, bills and refunds to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

VI. STUB EXTENSIONS

Stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

VII. AUTHORIZED SIGNATURE

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that The Gas Company's cost and allowance estimates for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.

APPLICANT: COUNTY SERVICE AREA 70 CG (CEDAR GLEN) (CSA70CG)

By:



(Authorized Signature)

Address:

(Future bills, refunds, and correspondence will be mailed to the address given)

Curt Hagman

(Print Name)

Title:

Chairman, Board of Supervisors

Telephone:

Date:

FEB 11 2020

Social Security or Federal Tax ID No.

No.

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By



Date Mailed
11/05/2019

Project ID 00000223382

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(x) Trenching by Company

(x) Gas Only Trench

\$ <u>5267.60</u>	-	\$ <u>0.00</u>	-	\$ <u>0.00</u>	=	\$ <u>5267.60</u>
Project Cost		* Site Preparation		Allowance Applied		
Advance Required (Refundable)						\$ <u>0.00</u>
Advance Required (Special Facilities Non-Refundable)						\$ <u>5267.60</u>
Advance Required (Other Non-Refundable)						\$ <u>0.00</u>
ITCCA (CIAC Tax)		\$ <u>5267.60</u>	X	<u>24 %</u>	=	\$ <u>1264.23</u>
Special Facilities One-Time Ownership Charge						\$ <u>5316.00</u>
Payment Received						\$ <u>0.00</u>
Total Amount Due						\$ <u>11847.83</u>

* Site preparation reimbursement for applicant provided trench will be treated per
Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon
price per foot times the actual footage of the trench used.

Form 3905-D, Effective 09/05

Line Extension Contract #: 00000223382-1

Date Mailed
11/05/2019

Detach and return this portion with your payment.

THIS BILL IS NOW DUE AND PAYABLE



Sempra Energy Utility

COUNTY SERVICE AREA 70 CG (CEDAR GLEN) (CSA70CG)
12402 INDUSTRIAL BOULEVARD
VICTORVILLE, CA 92395

NBMS Project ID 00000223382-1

PLEASE PAY THIS AMOUNT

11847.83

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