STAFF REPORT

ITEM NO. 9
CITY OF OCEANSIDE

DATE: March 19, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF $107,341 TO SAN DIEGO GAS & ELECTRIC COMPANY FOR THE EXTENSION OF UNDERGROUND GAS AND ELECTRIC UTILITY SERVICES TO THE EL CORAZON SENIOR CENTER; AND AUTHORIZATION FOR THE CITY CLERK TO RECORD AN EASEMENT WITH THE SAN DIEGO COUNTY RECORDER**

SYNOPIS

Staff recommends that the City Council approve a purchase order in the amount of $107,341 to San Diego Gas & Electric Company (SDG&E) for the construction of new underground gas and electric utility service lines and facilities for the El Corazon Senior Center, and authorize the Financial Services Director, or designee, to execute the purchase order. Staff also recommends that the City Council authorize the City Clerk to record a utility easement with the San Diego County Recorder granting SDG&E the right to place utility facilities on City property to serve the El Corazon Senior Center and future uses at El Corazon.

BACKGROUND

On October 10, 2007, the City Council awarded a construction contract to Jaynes Corporation of California for the construction of the El Corazon Senior Center project. Grading of the site began in January 2008, and will continue through spring 2008. Wall framing work on the senior center building will commence summer of 2008. Public opening is anticipated in spring 2009.

The $8,414,841 construction contract awarded to Jaynes Corporation divides into $6,000,000 for the Senior Center building and parking lot, and $2,414,841 for the access road and extension of utilities from Rancho del Oro. Of that $2,414,841 bid price for the access road, $266,604 is for trenching and installation of conduits for SDG&E and other franchise utilities. However, additional gas and electric infrastructure must be constructed by SDG&E, which necessitates a separate payment and agreement with the utility company. The SDG&E contracted work was excluded from the Senior Center construction bid, and there is no need to deduct any of it from the construction contract awarded to Jaynes Corporation. The requested $107,341

payment to SDG&E pays for the installation of gas and electric infrastructure to serve the Senior Center when it is complete, and future development such as El Corazon Park, when it occurs.

ANALYSIS

New customers requesting gas and electric service pay for the extension of the utility service to their project site when the service does not yet exist within a certain minimal distance specified by California Public Utilities Commission rules. The Senior Center building is located 3,900 feet away from SDG&E's nearest point of connection in Rancho del Oro.

The access road from Rancho del Oro to the Senior Center site will not exist as dedicated street right-of-way until the City of Oceanside processes a parcel map or similar instrument to create the streets and separate parcels around the Senior Center site. Therefore, SDG&E needs an easement from the City, as the property owner, to locate its utility lines permanently to service the Senior Center and other users who will later develop along the access road. The second action requested by staff is an authorization for the City Clerk to record the utility easement with the San Diego County Recorder.

FISCAL IMPACT

The cost of the SDG&E work is aggregated into construction contingency. Project costs are summarized as follows:

Bid Award Amount		$ 8,414,841
Water Service Capacity Fees		$ 67,814
SDG&E Purchase Order Authorization		$ 107,341
Change Order/Construction Contingency	$ 841,484	
Less SDG&E Purchase Order Authorization	$ 107,341	
Remaining Contingency		$ 734,143
Total Construction Support Cost		$ 680,000
Current Project Cost		$10,004,139

The El Corazon Senior Center project account has $9,113,177 available in the Park Fees account (598.845657.5392) and $899,623 in General Capital Projects account (501.874048.5392). Total available funding is $10,012,800. Therefore, sufficient funds are available to complete this project.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a purchase order in the amount of $107,341 to San Diego Gas & Electric Company (SDG&E) for the construction of new underground gas and electric utility service lines and facilities for the El Corazon Senior Center, and authorize the Financial Services Director, or designee, to execute the purchase order. Staff also recommends that the City Council authorize the City Clerk to record a utility easement with the San Diego County Recorder granting SDG&E the right to place utility facilities on City property to serve the El Corazon Senior Center and future uses at El Corazon.

PREPARED BY:

Gary Kellison
Senior Civil Engineer

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Lauren Wasserman, Interim Development Services Director
Scott O. Smith, City Engineer
Margery M. Pierce, Neighborhood Services Director
Teri Ferro, Financial Services Director

Attachments:
Exhibit A
Exhibit B

SDGE
A Sempra Energy utility

Submitted to Applicant by:
Michele Lajeunesse
SDG&E Work Order(s): 2870160
1720540

AGREEMENT FOR EXTENSION AND CONSTRUCTION OF UNDERGROUND ELECTRIC AND GAS FACILITIES

PARTIES

This Agreement, dated _____("Agreement"), is made and entered into, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility," and _____, hereinafter called "Applicant".

RECITALS

Whereas, Applicant requests Utility to furnish underground electric and gas service and extension to the development known as El Corazon Senior Center located at Rancho Del Oro Dr, Oceanside.

AGREEMENT

Therefore, in consideration of the mutual promises herein, the parties agree as follows:

1. **GENERAL**. In accordance with California Public Utilities Commission approved Rules 15 and 16, the allocation of work on work order(s), the General Conditions for Underground Electric Distribution, Service Systems Construction and Gas Trench ("Utility's General Conditions and Specifications") and the cost information summarized in Appendix A – Cost Summary all of which are attached hereto and by this reference incorporated herein, Utility and/or Applicant shall construct an underground electric and gas extension and service.

2. **CONTRACT EXPIRATION.** Once Applicant has started to perform the work required by the Contract Documents, Applicant agrees to exercise reasonable diligence in pursuing such work to completion within one year after the date of the Contract Documents. If such work has not been completed within one year after the date of the Contract Documents, Utility shall have the right, upon giving written notice to Applicant, to cancel and terminate the Contract Documents.

3. **CONTRACT CANCELLATION.** If Utility elects to cancel and terminate the Contract Documents, Utility shall return to Applicant an amount equal to the cash advance made, minus Utility's costs. "Utility's costs" are defined as the actual costs (including but not limited to labor, materials and overhead) incurred by Utility prior to such cancellation and termination in connection with work done in furtherance of Applicant's project, plus the actual costs of removing any of the installed facilities which Utility desires to salvage, minus the salvage value of such facilities. In the event Utility's costs exceed the above cash advance, Applicant agrees to pay Utility a sum equal to the amount by which the Utility's costs exceed the advance. Upon exercise of its right to cancel and terminate and

upon payment to Applicant, all of Utility's obligations under the Contract Documents shall cease. Applicant agrees to indemnify, defend, and hold Utility harmless from and against any and all demands, claims, suits, costs, attorneys' fees, witness fees, liabilities and other expenses, in any way arising from the refunding of any money or other pecuniary advances due to the cancellation of contract, regardless of the cause.

4. **CONTRACT COMPLIANCE.** If, after six (6) months following the date the Utility is first ready to serve residential loads for which allowances were granted, or one (1) year for non-residential loads for which allowances were granted, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay the Utility an additional Contribution, based on the allowances for the loads actually installed.

5. **EXCESS FACILITIES**. If the loads provided by Applicant result in the Utility installing facilities which are in excess of those needed to serve the actual loads, and the Utility elects to reduce such excess facilities, Applicant shall pay the Utility its estimated total cost to remove, abandon, or replace its excess facilities, less the estimated salvage value of any removed facilities.

6. **EASEMENTS**. Applicant shall, upon Utility's request, execute Utility's standard form easements for the construction, service, presence, maintenance or inspection of Utility's facilities as may be required hereunder.

7. **PAYMENT OPTIONS**. Applicant has the option of advancing a refundable Contribution representing the Utility's total estimated installed cost or a nonrefundable Contribution representing a percentage of the refundable amount, as indicated below and described in the attached Appendix(es).

ELECTRIC	☐ Refundable	☒ Nonrefundable
GAS	☐ Refundable	☒ Nonrefundable

8. **REFUNDS.** The total refundable amount shall be subject to refund, without interest, in accordance with the following provisions:

   a) **Refund Timing**. Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund, except that refunds may be accumulated to a $50 minimum or the total refundable balance, if less than $50.

   b) **Residential Refunds**. Refunds will be made on the basis of a new customer's permanent load connecting to the line extension that produces additional revenues to Utility. Such refundable amount will be that amount which is on file at the time the Contract Documents are signed. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the extension cost not supported by revenues.

   c) **Non-Residential Refunds**. Refunds will be made on the basis of Applicant's or new customer's permanent load connecting to the line extension which produces additional revenues to Utility. Utility shall be responsible to review Applicant's actual base annual revenue for the first three years from the date Utility is first ready to serve. Applicant shall be responsible for notifying Utility if new, permanent load is added in the fourth through tenth year from the date Utility is first ready to serve. Such review shall determine if additional revenue supports any refunds to Applicant.

   d) **Applicant Installation.** When the Applicant Installation option is selected, refunds will be made based on the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs, as reported to the Utility, for the work performed under the Applicant Installation option.

e) **Series of Distribution Line Extensions**. When there is a series of Distribution Line Extensions, commencing with an extension having an outstanding amount subject to refund, and each Distribution Line Extension is dependent on the previous Distribution Line Extension as a direct source of supply, a series refund will be made. Additional service connections supplied from a Distribution Line Extension on which there is a refundable amount will provide refunds first to the Distribution Line Extension to which they are connected. When the amount subject to refund on a Distribution Line Extension in a series is fully refunded, the excess refundable amount will provide refunds to the Distribution Line Extension having the oldest outstanding amount subject to refund in the series.

f) **Ownership Charge – Electric**. When any portion of an electric refundable amount has not qualified for a refund at the end of twelve (12) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 2 Section I) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for electric service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.

g) **Ownership Charges – Gas**. When any portion of a gas refundable amount has not qualified for a refund at the end of thirty six (36) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 2 Section O) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for gas service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.

9. **ASSIGNMENTS**. This Agreement may be assigned by Applicant only upon the assignee's written acceptance of said assignment, and the prior approval of Utility as evidenced by written endorsement thereon; however, such approval shall not constitute a release of Applicant's obligation hereunder unless expressly so provided in said endorsement. Utility may refuse to accept an assignment of the Contract Documents unless executed on form furnished and approved by Utility.

10. **COMMISSION CHANGES**. Applicant shall be governed by Utility's applicable Rates and Rules on file with the California Public Utilities Commission, which Rates and Rules are made a part hereof by reference, and a copy of which will be furnished to Applicant on request. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

11. **ELECTRIC OVERHEAD CONSTRUCTION RESPONSIBILITIES**. Utility is responsible for the installation of distribution poles, cross-arms, wires, transformers, and other related distribution equipment required to complete the extension and service, as delineated in the work order mentioned therein.

12. **ELECTRIC UNDERGROUND CONSTRUCTION RESPONSIBILITIES**. Applicant shall perform at its expense all trenching, excavation, backfilling and compaction, including furnishing any imported backfill material required, and will furnish and install all distribution and feeder conduit and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made a part hereof by this reference. Utility is responsible for the installation of distribution cable, connections, transformers, and other related distribution equipment required to complete the extension and service.

Upon Utility's final acceptance of said installation in accordance with the referenced Utility's General Conditions and Specifications, Applicant hereby grants, sells and conveys to Utility all its rights, title and interest in and to all materials installed. Once the extension receives final acceptance, Utility agrees to own, operate and maintain such extension and service.

13. **GAS CONSTRUCTION RESPONSIBILITIES**. Utility is responsible for the installation of distribution main, valves, regulators, and other related distribution equipment required to complete the extension, including all necessary trenching/excavation, backfilling and compaction, and any imported backfill material required, as delineated in the Work Order(s) mentioned herein.

Where mutually agreed upon by Utility and Applicant, Applicant shall have the option of performing all excavation, backfilling and compaction, including furnishing any imported backfill material, and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made part hereof by this reference. Utility shall reimburse Applicant, Utility's estimated installed cost of such facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of said work and facilities by Utility.

14. **APPLICANT INSTALLATION OPTION.** Where the Applicant Installation option is selected, the Applicant shall use qualified contractors to install that portion of the new electric/gas extension and service normally the responsibility of the Utility. Such installation shall be in accordance with the Utility's design and General Conditions and Specifications, attached hereto and made a part hereof by this reference.

The Contract Documents reflects the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs for the work normally the responsibility of the Utility, unless the Applicant has declined to provide these costs. The Applicant certifies that any cost reported to the Utility for the execution of this contract is true and accurate to the knowledge of the Applicant.

15. **BETTERMENT**. Where mutually agreed upon by Utility and Applicant, Applicant shall perform additional work to install additional electric/gas facilities in accordance with Utility's specifications, timing, and applicable tariffs. Utility shall reimburse Applicant, Utility's estimated installed cost of such additional electric/gas facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of the additional facilities and work by Utility.

16. **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.

17. **EFFECTIVE DATE**. The Contract Documents shall become effective only upon the date signed by the authorized Utility representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for and on behalf of each, by their duly authorized agents, partners, or corporate officers.

APPLICANT:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

By: _____
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: _____

By: _____
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: _____

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
BARBARA L. HAMILTON
Assistant City Attorney

Applicant Mailing Address:

_____

_____

_____

_____

Telephone: _____

Date: _____

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Individual-Utility)

Date Executed: _____

Type of Customer *(For SDG&E Use Only)*

Residential ☐ Non-Residential ☒

Individual ☐ Subdiv/Dev. ☒

PAR

ELECTRICAL CONTRACTORS, INC.

2410 Vineyard Avenue, Escondido, CA. 92029 Ph: 760-291-1192 Fax: 760-781-1482

February 21, 2008

Gary Kellison
CITY OF OCEANSIDE
300 North Coast Highway
Oceanside, CA 92054-2885
cc: Chuck Brown - PDC

RE: EL CORAZON SENIOR CENTER- SDG&E GAS AND UNDERGROUND ELECTRIC FACILITIES

Dear Gary:

Enclosed for your review are the SDG&E gas and electric agreements for the El Corazon Senior Center and Rancho Del Oro Bring Up project. These agreements appear to be in order and should be signed. A breakdown of the SDG&E charges is as follows:

Items	Cost	Potential Refund
1. Electric Advance*	$ 148,037	$ 0
2. Credit for Value of Work	<35,800>	0
3. Gas Advance*	$ 00.00	0
TOTAL	**$ 112,237.00**	**$ 00.00**
4. Credit for Applicant Design	<$4,896>	
TOTAL		**$ 107,341.00**

* Includes 37% Tax Charges

Please arrange to sign two (2) sets of the electric and gas agreements, and return your check in the amount of $107,341.00 made payable to the San Diego Gas and Electric. One additional copy of these agreements can be retained for records. Should you have any questions, do not hesitate to call me at (760) 291-1192 x 114.

Sincerely,
PAR ELECTRICAL CONTRACTORS, INC.

Candice Holley
Project Manager

08 FEB 25 PM 4:33
ENGINEERING DEPT.

AGREEMENT FOR EXTENSION & CONSTRUCTION OF ELECTRIC & GAS FACILITIES

APPENDIX A - EXTENSION CONTRACT COST SUMMARY FOR PROJECT 640111

FOLLOWING IS A SUMMARY OF THE PROJECT COST, ALLOWANCES, REFUNDABLE AMOUNTS, AND DIRECT PAYMENTS ASSOCIATED WITH THE GAS AND ELECTRIC INSTALLATIONS COVERED BY THE ENCLOSED EXTENSION CONTRACTS FOR THIS PROJECT. YOU MAY HAVE ADDITIONAL COSTS SUMMARIZED ELSEWHERE.

	APPENDICES	AMOUNT DUE APPLICANT*	AMOUNT SUBJECT TO FUTURE REFUND**	AMOUNT DUE UTILITY***
RULE 15 ELECTRIC OVERHEAD LINE EXTENSION				
RULE 15 ELECTRIC UNDERGROUND LINE EXTENSION	APPENDIX C	$0	$0	$112237
RULE 15 GAS MAIN EXTENSION	APPENDIX I	$9522	$0	$0
RULE 16 ELECTRIC SERVICE INSTALLATION				
RULE 16 GAS SERVICE INSTALLATION				
ELECTRIC STREET LIGHTING INSTALLATION				
ELECTRIC STREET LIGHT SERVICE POINT				
TOTAL ALL COSTS CONTAINED IN THE SUMMARY ABOVE INCLUDE AN INCOME TAX COMPONENT OF CONTRIBUTION (ITCC)		$9522	$0	$112237

* AMOUNT DUE APPLICANT WILL BE MADE AFTER FINAL ACCEPTANCE OF WORK BY UTILITY
** FUTURE REFUNDS WILL BE MADE IN ACCORDANCE WITH THE REFUND PROVISIONS IN RULE 15
*** CONSTRUCTION WILL COMMENCE ONLY AFTER RECEIPT OF SIGNED AGREEMENTS, CUSTOMER PAYMENT, AND ANY OTHER SPECIFIED PROJECT REQUIREMENTS

NOTE: PLEASE SEE ATTACHED APPENDICES FOR A DETAILED ACCOUNTING OF THE COSTS ASSOCIATED WITH EACH OF THE ABOVE INSTALLATIONS. PLEASE ALSO SEE THE ENCLOSED COST LETTER FOR ANY ADDITIONAL COSTS FOR THIS PROJECT.

ALLOWANCES GRANTED TO CUSTOMER

ELECTRIC RESIDENTIAL ALLOWANCES (0 UNITS X $0 / PER UNIT)	$0	
ELECTRIC NON-RESIDENTIAL ALLOWANCES	$33057	
GAS RESIDENTIAL ALLOWANCES (0 UNITS X $0 / PER UNIT)	$0	
(LOAD: _ HEAT _ WATER HEAT _ RANGE _ DRYER)		
GAS NON-RESIDENTIAL ALLOWANCES	$28907	
TOTAL ALLOWANCES GRANTED TO CUSTOMER	$61964	

SAN DIEGO GAS AND ELECTRIC
UG RULE 15 - APPENDIX C

WORK ORDER: 2870160 EL CORAZON SENIOR CENTER 640111-010-001

		BASE	* TAX	TOTAL
A.	REFUNDABLE UNDERGROUND EXTENSION COST			
1.	ESTIMATED INSTALLED COST OF EXTENSION (PROJECT SPECIFIC ESTIMATE)	$ 173977	$ 63896	$ 237873
2.	ESTIMATED VALUE OF SUBSTRUCTURES REQUIRED FOR AND PROVIDED BY APPLICANT	$ 32245	$ 11931	$ 44176
3.	ESTIMATED VALUE OF REQUIRED SUBSTRUCTURES PROVIDED BY UTILITY	$ 0	$ 0	$ 0
4.	RELATED OVERHEAD COSTS - CABLE POLE RELATED	$ 0	$ 0	$ 0
5.	RELATED OVERHEAD COSTS - NON-CABLE POLE RELATED	$ 0	$ 0	$ 0
6.	RELATED OVERHEAD COST - LINE EXTENSIONS	$ 0	$ 0	$ 0
7.	CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE) (INCLUDING OH WRK TYPS)	$ 0	$ 0	$ 0
8.	CREDIT FOR DEPRECIATION (IF APPLICABLE) (INCLUDING OH WRK TYPS)	$ 0	$ 0	$ 0
9.	SUBTOTAL (SUM OF LINE A.1 THROUGH A.6 LESS LINE A.7 LESS LINE A.8)	$ 206222	$ 75827	$ 282049
10.	EXTENSION ALLOWANCE (NOT TO EXCEED LINE A.9)	$ 33057	$ 12154	$ 45211
11.	AMOUNT SUBJECT TO FUTURE REFUND (LINE A.9 LESS LINE A.10)	$ 173165	$ 63673	$ 236838
12.	BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE (INCLUDING OH) WRK TYPS)	$ 243	$ 90	$ 333
B.	OTHER-COSTS			
1.	TAX ON ESTIMATED VALUE OF TRENCH AND CONDUIT BY APPLICANT		$ 29285	$ 29285
2.	BILLING FOR REQUIRED TRENCH AND CONDUIT WORK BY UTILITY	$ 0	$ 0	$ 0
3.	BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE (INCLUDING OH WRK TYPS)	$ 243	$ 90	$ 333
4.	CREDIT FOR REQUIRED SUBSTRUCTURES BY APPLICANT (LINE A.2)	$ 32245		$ 32245
5.	VALUE OF ADDITIONAL FACILITIES PROVIDED AND INSTALLED BY APPLICANT	$ 3555		$ 3555
C.	ADVANCE - OPTION #1 - REFUNDABLE OPTION			
1.	AMOUNT DUE UTILITY (LINE A.11 PLUS LINE B.1 PLUSLINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)			
2.	AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE A.11 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)			
3.	AMOUNT SUBJECT TO FUTURE REFUND (LINE A.11)			

WORK ORDER: 2870160 EL CORAZON SENIOR CENTER 640111-010-001

	BASE	* TAX	TOTAL
D. ADVANCE - OPTION #2 - NON-REFUNDABLE DISCOUNT OPTION			
1. NON-REFUNDABLE DISCOUNT OPTION PAYMENT (LINE A.11 X50%)	$ 86583	$ 31836	$ 118419
2. AMOUNT DUE UTILITY (LINE D.1 PLUS LINE B.1 PLUS LINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)	$ 51026	$ 61211	$ 112237
3. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE D.1 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)	$ 0	$ 0	$ 0

* THE TAX RATE IS 37.0 % ON CAPITAL COST

SAN DIEGO GAS AND ELECTRIC
GAS RULE 15 EXTENSION APPLICANT INSTALLATION - APPENDIX I

WORK ORDER: 1720540 EL CORAZON SENIOR CENTER 640111-020-001

	BASE	* TAX	TOTAL
A. GAS EXTENSION COST			
1. UTILITY'S ESTIMATED INSTALLED COST OF EXTENSION FACILITIES			
A. UTILITY COSTS			
B. APPLICANT COSTS (AS SUBMITTED BY APPLICANT)	$ 28907	$ 10696	$ 39603
C. MAXIMUM INSPECTION COSTS (SUBJECT TO REFUND) (LINE A LESS LINE B)	$ 0	$ 0	$ 0
D. INSPECTION FEE REFUNDABLE (IF APPLICABLE)	$ 0	$ 0	$ 0
E. COSTS USED (LOWER OF UTILITY OR APPLICANT COSTS)	$ 0	$ 0	$ 0
2. EXTENSION ALLOWANCE (NOT TO EXCEED LINE A.1.D PLUS A.1.E)	$ 28907	$ 10696	$ 39603
3. EXTENSION COST LESS ALLOWANCE (LINE A.1.E PLUS LINE A.1.D LESS LINE A.2)	$ 28907	$ 10696	$ 39603
4. VALUE OF ADDITIONAL FACILITIES INSTALLED BY APPLICANT	$ 0	$ 0	$ 0
A. MATERIAL VALUE			
B. LABOR AND EQUIPMENT VALUE	$ 0	$ 0	$ 0
5. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	$ 0	$ 0	$ 0
6. ESTIMATED VALUE OF WORK REQUIRED AND PROVIDED BY APPLICANT	$ 0	$ 0	$ 0
7. UTILITY VALUE OF CUSTOMER LABOR/EQUIP FOR APPLICANT INSTALL PORTION	$ 11130	$ 0	$ 11130
8. APPLICANT VALUE OF LABOR/EQUIP FOR APPLICANT INSTALLATION PORTION	$ 7017	$ 2596	$ 9613
9. INSPECTION FEE - NON-REFUNDABLE	$ 0	$ 0	$ 0
B. ADVANCE	$ 0	$ 0	$ 0
1. MATERIAL			
2. TIE-IN AND ENERGIZING	$ 9717	$ 3595	$ 13312
3. ADMINISTRATIVE, DESIGN AND ENGINEERING	$ 3265	$ 1208	$ 4473
4. INSPECTION -REQUIRED FACILITIE (SUBJECT TO REFUND IF APPLICABLE)	$ 4795	$ 1774	$ 6569
5. TAX ON ESTIMATED VALUE OF WORK REQUIRED FOR AND PROVIDED BY APPLICANT	$ 1174	$ 434	$ 1608
6. TOTAL CUSTOMER CONTRIBUTIONS (SUM OF LINES B.1 THROUGH B.5)		$ 4119	$ 4119
7. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	$ 18951	$ 11130	$ 30081
C. OPTION #1 - REFUNDABLE OPTION	$ 0	$ 0	$ 0
1. AMOUNT DUE UTILITY (LINE B.6 LESS LINE A.2 LESS LINE A.4 PLUS LINE A.5)			
2. AMOUNT DUE APPLICANT AFTER FINAL ACCEPTANCE OF WORK (LINE A.2 PLUS LINE A.4 LESS LINE B.6 LESS LINE B.7)			
3. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.3)			

SAN DIEGO GAS AND ELECTRIC
GAS RULE 15 EXTENSION APPLICANT INSTALLATION - APPENDIX I

WORK ORDER: 1720540 EL CORAZON SENIOR CENTER 640111-020-001

D. OPTION #2 - NON-REFUNDABLE DISCOUNT OPTION

		BASE	* TAX	TOTAL
1.	AMOUNT DUE UTILITY (LINE B.6 LESS LINE A.2 LESS LINE A.4 PLUS LINE A.5)	$ 0	$ 0	$ 0
2.	CREDIT DUE APPLICANT FOR DISCOUNT OPTION (LINE A.3 X 50 %)	$ 0	$ 0	$ 0
3.	TOTAL AMOUNT DUE UTILITY (LINE D.1 LESS LINE D.2)	$ 0	$ 0	$ 0
4.	AMOUNT DUE APPLICANT AFTER FINAL ACCEPTANCE OF WORK (LINE A.2 PLUS LINE A.4 PLUS LINE D.2 LESS LINE B.6 LESS LINE B.7)	$ 9956	$ -434	$ 9522

* THE TAX RATE IS 37.0 % ON CAPITAL COST

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records - CP11D

SPACE ABOVE FOR RECORDER'S USE

Project No. 640111-010/020
Const. No. 2870160, 1720540
A.P.N. No. 162-082-43
Sketch No. N/A

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

EASEMENT

THE CITY OF OCEANSIDE, A MUNICIPAL CORPORATION, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities and appurtenances for the transmission and distribution of electricity.

2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the City of Oceanside, County of San Diego, State of California described as follows:

Parcel A of Certificate of Compliance No. PLA-04-2004 recorded September 09, 2004 at File No. 2004-0858200 described in a Pro Forma Grant Deed filed September 9, 2004 at Document No. 2004-0858201 of Official Records of said County of San Diego.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every utility facility installed within said property on or before February 25, 2010.

Upon the installation of said Grantee's facilities, Grantor may survey the location of said installed facilities as an "as-built" drawing(s) and prepare a metes and bounds or "center line" description(s) of the actual location of said facilities. Grantee shall then prepare and record in the Office of the County Recorder of said County of San Diego an "Amendment to Easement", using said "as-built" drawing(s) and metes and bounds description(s) as a substitute and replacement to the "blanket" easement description contained in this easement document.

It is understood and agreed by Grantor, and its successors-in-interest, that its interest shall be subordinate to the substituted easement description as if the substituted easement description was fully set forth at the time of this grant.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this _____ day of _____, 20____.

THE CITY OF OCEANSIDE, A MUNICIPAL CORPORATION

BY: _____ BY: _____

NAME:_____ NAME: _____

TITLE:_____ TITLE: _____

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
BARBARA L. HAMILTON
Assistant City Attorney

Drawn LCM
Checked
Date 2/21/08

STATE OF CALIFORNIA

COUNTY OF _____)SS.

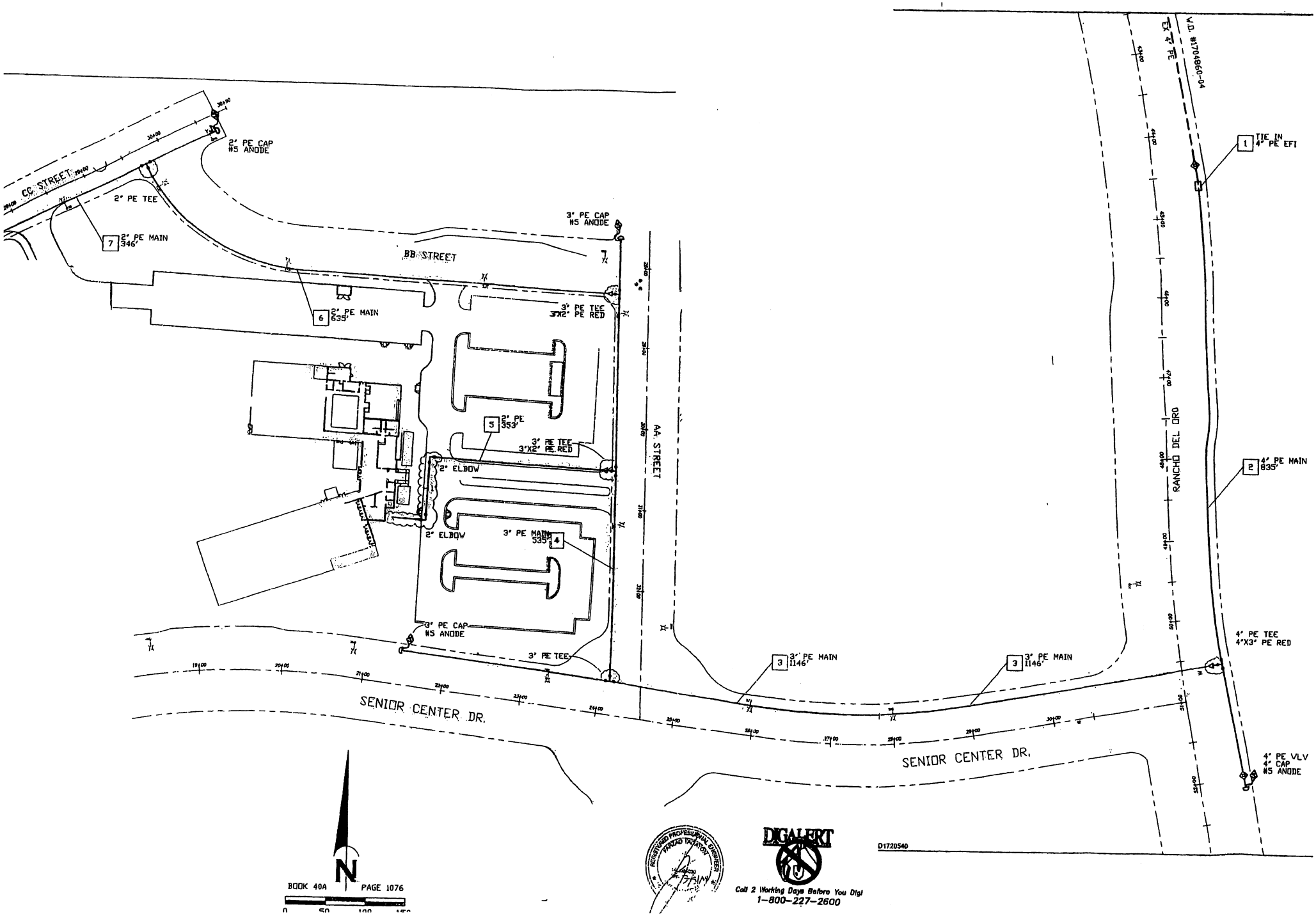
On _____, before me _____
_____ (name, title of officer), appeared _____
_____,

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_____



EL CORAZON
SENIOR CENTER