

SOUTHERN CALIFORNIA



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810 SOUTH FLOWER STREET • LOS ANGELES, CALIFORNIA

SAN DIEGO, CALIF.

JOHN D. BRADY
Vice President

Mailing Address BOX 3249 TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90051

November 15, 1983

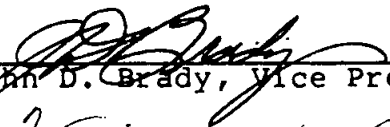
The Honorable City Council
City of San Diego
202 "C" Street
San Diego, California 92101

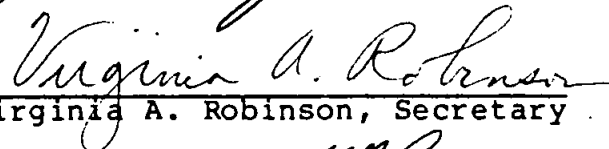
Honorable City Council:

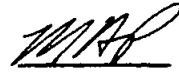
Southern California Gas Company hereby accepts and agrees to comply with the terms and conditions of Ordinance No. 0-160-80 entitled "AN ORDINANCE GRANTING TO SOUTHERN CALIFORNIA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO CONSTRUCT, MAINTAIN AND USE A PORTION OF NORTH TORREY PINES ROAD IN THE CITY OF SAN DIEGO, NECESSARY TO TRANSMIT GAS SUITED FOR, AND FOR USE BY ULTIMATE CONSUMERS, FOR ANY AND ALL LAWFUL PURPOSES," said Ordinance having been adopted on the 7th day of November, 1983.

Yours respectfully,

SOUTHERN CALIFORNIA GAS COMPANY

By 
John D. Brady, Vice President

By 
Virginia A. Robinson, Secretary

Approved 

ORDINANCE NUMBER O-16080 (New Series)

Adopted on NOV 7 1983

AN ORDINANCE GRANTING TO SOUTHERN CALIFORNIA GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO CONSTRUCT, MAINTAIN AND USE A PORTION OF NORTH TORREY PINES ROAD IN THE CITY OF SAN DIEGO, NECESSARY TO TRANSMIT GAS SUITED FOR, AND FOR USE BY ULTIMATE CONSUMERS FOR, ANY AND ALL LAWFUL PURPOSES.

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. DEFINITIONS

Wherever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions:

(a) The word "Grantee" shall mean Southern California Gas Company, its lawful successors and assigns;

(b) The word "City" shall mean The City of San Diego, a municipal corporation of the State of California in its present incorporated form or any later reorganized, consolidated, enlarged or reincorporated form;

(c) The phrase "a portion of North Torrey Pines Road" shall mean that portion beginning at Del Mar city limits south to intersection with Genesee Avenue, a distance of approximately 3.7 miles;

(d) The word "gas" shall mean natural or artificial gas, or a mixture of natural and artificial gas;

(e) The phrase "pipes and appurtenances" shall mean pipes, pipelines, mains, services, traps, vents, vaults,

manholes, meters, gauges, regulators, valves, conduits, appliances, attachments, appurtenances and, without limitation to the foregoing, any other property located in, upon, along, across, under or over the referenced portion of North Torrey Pines Road in the City and used or useful in transmitting or distributing gas, sometimes otherwise referred to as "facilities;"

(f) The phrase "construct, maintain and use" shall mean to construct, erect, install, operate, maintain, use, repair, relocate or replace pipes and appurtenances thereto in, upon, along, across, under or over said portion of North Torrey Pines Road in the City;

(g) The phrase "gross receipts" shall mean all gross operating revenues received by Grantee arising from the use, operation and possession of this franchise, prepared under oath and computed in accordance with the decisions of the courts of the State of California, including County of Tulare v. City of Dinuba, 188 C.664 (1922) and County of Los Angeles v. Southern Counties Gas Company, 42 Cal.2d 129 (1954).

Section 2. PURPOSE

The franchise to construct, maintain and use in said portion of North Torrey Pines Road all pipes and appurtenances wherever necessary to transmit gas suited for, and for use by ultimate consumers for, any and all lawful purposes is hereby granted to Southern California Gas Company / , its successors and assigns.

Section 3. TERM

The right, privilege and franchise, subject to each and all

of the terms and conditions contained in this ordinance hereby is granted to Southern California ^{Gas Company} / , a corporation organized and existing under and by virtue of the laws of the State of California, for the term of fifty (50) years from and after the effective date hereof.

Section 4. CONSIDERATION

The Grantee of said franchise, its successors and assigns, shall file with the Clerk of The City of San Diego during the first fifteen (15) days of May of each year and during the same period of each successive year thereafter for the full term of this franchise, a statement verified by the oath of said Grantee, its successors or assigns, showing the total gross annual receipts arising from its use, operation or possession of said franchise for the preceding calendar year; and said Grantee, or its successors or assigns, shall thereupon pay, as rental for that portion of said North Torrey Pines Road exclusively occupied by the Grantee of this franchise, to the Treasurer of The City of San Diego, for The City of San Diego, the aggregate sum of two percent (2%) of the gross annual receipts, as shown by said statement, on or before the first day of June of each year during the term of this franchise.

Any refusal by said Grantee, its successors or assigns, to file said verified statement, or to pay said percentage of said gross annual receipts as hereinabove provided, within the time above provided, shall constitute ground for forfeiture of said franchise and all rights granted thereby.

Section 5. REPORTS, DATES OF PAYMENT TO CITY, AUDITS

(a) As required by Section 4, on or before the 15th day of

May of each calendar year during the term of this franchise and forty-five (45) days after the expiration of the term of this franchise, Grantee shall file with the City Clerk of City, the original, and with the Auditor of City, one copy of a statement showing the gross receipts during the preceding calendar year or fractional calendar year.

(b) On or before the first day of June of each year after the filing of the statement required to be filed on or before the 15th day of May 1984 and each May thereafter, Grantee shall pay to the City Treasurer the money herein required to be paid by Grantee to City upon the basis of the date set forth in said statement.

(c) The City Auditor or any qualified person designated by City may after said statement is made and filed, inspect and examine the books and records of the Grantee of this franchise, or its successors or assigns, at this or their place of business, insofar as said books and records relate to the revenues derived or received from or by virtue of or connected with the exercise of the rights and privileges granted by this franchise, and may cause the same to be examined by an expert accountant and may examine under oath any and all of its officers and agents, for the purpose of ascertaining the gross annual receipts arising from the use, operation or possession of this franchise.

(d) Grantee shall file with the City Manager a copy of its annual report to the California Public Utilities Commission, or its successor in authority, as soon as practicable after the original of said report has been filed with said Commission, or

its successor in authority.

(e) In the event Grantee fails to make the payments for this franchise on or before the dates due as hereinabove provided, Grantee shall pay as additional consideration both of the following amounts:

(1) A sum of money equal to two percent (2%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment including, but not limited to, the cost of administering, accounting and collecting said delinquent payment and cost to City of postponing services and projects necessitated by the delay in receiving revenue.

(2) A sum of money equal to one percent (1%) of the amount due per month as interest and for loss of use of the money due.

Section 6. COMPLIANCE WITH LAWS

All facilities or equipment of Grantee that Grantee shall construct, maintain and use or remove, pursuant to the provisions of the franchise granted herein shall be accomplished in accordance with the ordinances, rules and regulations of City now existing or as hereafter adopted or prescribed, and such rules or regulations as are promulgated under State law, or orders of the Public Utilities Commission or other governmental authority having jurisdiction in the premises.

Section 7. ADMINISTRATIVE PRACTICES

Grantee agrees to comply with and be bound by the provisions of a manual of administrative practices governing the

installation and removal of Grantee's facilities in the streets of the City, as said manual may be revised from time to time. However, in the event said manual of administrative practices shall conflict with any requirement or provision of California Public Utilities Commission General Order No. 112-D, as said Order may be revised or renumbered from time to time, Grantee shall comply with the provisions of said General Order No. 112-D.

Section 8. CITY RESERVED POWERS

(a) City reserves the right for itself to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade or maintain below surface or above surface improvements of any type or description in, upon, along, across, under or over the streets of the City. City further reserves the right to relocate, remove, vacate or replace the streets themselves. If the necessary exercise of the aforementioned reserved rights conflicts with any pipes and appurtenances of Grantee constructed, maintained and used pursuant to the provisions of the franchise granted hereby, whether previously constructed, maintained and used or not, Grantee shall, without cost or expense to City within ninety (90) days after written notice from the City Manager, or his designated representative, and request so to do, begin the physical field construction of changing the location of all facilities or equipment so conflicting. Grantee shall proceed promptly to complete such required work.

(b) Irrespective of any other provision of this ordinance, Grantee's right to construct, maintain and use, or remove pipes

and appurtenances shall be subject at all times to the right of the City, in the exercise of its police power, to require the removal or relocation, of said pipes and appurtenances thereto at the sole cost and expense of Grantee.

Section 9. HOLD HARMLESS

Grantee of the franchise granted hereby shall indemnify, save and hold harmless, City and any officers and employees thereof against and from all damages, judgments, decrees, costs and expenditures which City, or such officer or employee may suffer, or which may be recovered from, or obtainable against City, or such officer or employee, for, or by reason of, or growing out of or resulting from the exercising by Grantee of any or all of the rights or privileges granted hereby, or by reason of any act or acts of Grantee or its servants or agents in exercising the franchise granted hereby, and Grantee shall defend any suit that may be instituted against City, or any officer or employee thereof, by reason of or growing out of or resulting from the exercise by Grantee of any or all of the rights or privileges granted hereby, or by reason of any act or acts of Grantee, or its servants or agents, in exercising the franchise granted hereby.

Section 10. REPAIR COSTS

Grantee shall pay to City on demand the cost of all repairs to City property made necessary by any of the operations of Grantee under the franchise granted hereby, provided however that Grantee may make repairs to streets, sidewalks, curbs and gutters itself at its own cost in accordance with City specifications if the same can be done without undue

inconvenience to the public use of the streets.

Section 11. FORFEITURE

This franchise is granted upon each and every condition herein contained, and shall ever be strictly construed against Grantee. Nothing shall pass by the franchise granted hereby to Grantee unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of the franchise. If Grantee shall fail, neglect or refuse to comply with any of the conditions of the franchise granted hereby, and if such failure, neglect or refusal shall continue for more than thirty (30) days after written demand by the City Manager for compliance therewith, then City, by the City Council, in addition to all rights and remedies allowed by law, thereupon may terminate the right, privilege and franchise granted in and by this ordinance, and all the rights, privileges and the franchise of Grantee granted hereby shall thereupon be at an end. Thereupon and immediately, Grantee shall surrender all rights and privileges in and to the franchise granted hereby. No provision herein made for the purpose of securing the enforcement of the terms and conditions of the franchise granted hereby shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies and procedure outlined herein or provided, including forfeiture, shall be deemed to be cumulative.

Section 12. ACQUISITION AND VALUATION

Nothing in this ordinance or in the franchise granted hereby shall be construed as in any way impairing City's rights

to acquire property of Grantee through the exercise of City's power of eminent domain or through voluntary agreement between City and Grantee. In the event that City chooses to exercise its power of eminent domain, it shall do so in accordance with the procedures provided by the general law of the State of California for the condemnation of public utility property. The valuation of such property for condemnation purposes shall be made in accordance with such general law.

Section 13. PUBLICATION EXPENSE

Grantee of said franchise shall pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting thereof; such payment to be made within thirty (30) days after City shall have furnished Grantee with a written statement of such expenses.

Section 14. AUTHORITY FOR GRANT

Notwithstanding any other provisions contained herein, this franchise is granted solely and exclusively under Sections 103, 103.1, 104 and 105 of the Charter of the City of San Diego and under no other authority.

Section 15. NO TRANSFER WITHOUT CONSENT

Grantee shall not sell, transfer or assign this franchise or the rights and privileges granted thereby without the consent of the City Council of The City of San Diego, as set forth in Section 103 of the Charter of The City of San Diego.

Section 16. PERFORMANCE BOND

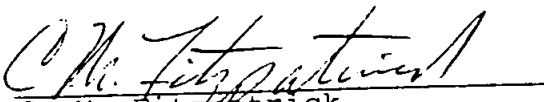
Grantee shall file and maintain a faithful performance bond in favor of the City in the sum of Five Thousand Dollars (\$5,000.00) to guarantee that Grantee shall well and truly

observe, fulfill and perform each and every term and condition of the franchise therein granted. In case of any breach of any condition of the franchise, any amount of the sum made in the bond up to the whole thereof may be receivable from the principal and sureties upon said bond to compensate City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Grantee as principal and by a corporation licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety.

Section 17. EFFECTIVE DATE

This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: John W. Witt, City Attorney

By 
C. M. Fitzpatrick
Senior Chief Deputy

CMF:ps
8/18/83
Or.Dept:Prop.
O-84-39
Form=o.none

Passed and adopted by the Council of The City of San Diego on November 7, 1983
by the following vote:

YEAS: Mitchell, Cleator, McColl, Jones, Struiksma, Gotch, Murphy,
Martinez, Hedgecock.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

ROGER HEDGECK

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By ELLEN BOVARD, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of ORDINANCE NO. 0-16080 (New Series) of the City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar
days had elapsed between the day of its introduction and the day of its final
passage, to wit, on October 24, 1983, and on November 7, 1983.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with
by a vote of not less than a majority of the members elected to the Council, and
that there was available for the consideration of each member of the Council and
the public prior to the day of its passage a written or printed copy of said
ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By Ellen Bovard, Deputy

(Seal)

*Prop
503
Prop Mgmt
Div*

(R-84-338)

RESOLUTION NUMBER R- **259365**

Adopted on **OCT 10 1983**

NOTICE AND RESOLUTION OF INTENTION OF THE COUNCIL OF THE CITY OF SAN DIEGO TO SELL TO THE HIGHEST RESPONSIBLE CASH BIDDER A FRANCHISE TO CONSTRUCT, MAINTAIN AND USE PIPES AND APPURTENANCES FOR TRANSMITTING GAS IN A PORTION OF NORTH TORREY PINES ROAD OF THE CITY OF SAN DIEGO.

WHEREAS, the Council of The City of San Diego, upon due consideration, after public hearings, and upon the recommendation of the City Manager, has determined on this 10th day of October, 1983, to advertise the fact that it is in the best interests of the City of San Diego and its inhabitants to grant a franchise for a period of fifty (50) years to construct, maintain and use pipes and appurtenances for transmitting gas in a line along North Torrey Pines Road beginning at Del Mar City limits to a junction with Genesee Avenue, a distance of approximately 3.7 miles within the City of San Diego; and that bids should be received for such franchise, and that it should be awarded to the highest responsible bidder; and

WHEREAS, the City Attorney has prepared a form of ordinance based upon the recommendations of the City Manager as aforesaid and the determinations of the Council which, if adopted by the Council, would grant such franchise; and

WHEREAS, the form of ordinance heretofore mentioned is attached to this resolution as Exhibit "A" and incorporated by reference hereto; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, as follows:

1. That the City Clerk be and he is hereby authorized and directed to advertise for sealed bids in writing for the award of a franchise in the form set forth in Exhibit "A."

2. Said advertisement shall be in the form and manner as set forth in a Notice Inviting Bids attached hereto as Exhibit "B."

3. Sealed bids in writing will be received for such franchise up to the hour of 1:00 p.m. of Monday, the 24th day of October, 1983, when the Council will, in open session, open and publicly declare all bids; and that the franchise as above described will be struck off, sold and awarded to the person, firm or corporation who shall make the highest cash bid therefor, but not less than FIVE THOUSAND DOLLARS (\$5,000); provided only, that at the time of opening said bids any responsible person, firm or corporation present or represented may bid for said franchise a sum not less than ten (10) percent above the highest sealed bid therefor, and said bid so made may be raised not less than ten (10) percent by another responsible bidder, and said bidding may so continue until finally said franchise shall be struck off, sold and awarded by said Council to the highest bidder therefor, in lawful money of the United States.

A responsible person, firm or corporation, within the meaning of this notice and resolution shall be a person, firm or corporation responsible financially, capable and able to construct, maintain and use pipes and appurtenances for

transmitting gas in the above referenced portion of North Torrey Pines Road of the City of San Diego, and one who is able to commence the operation of such system on the effective date of the ordinance granting such franchise.

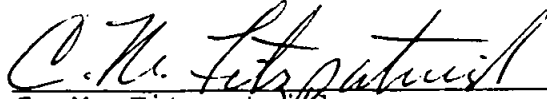
Each sealed bid shall be accompanied with cash or a certified check payable to the Treasurer of The City of San Diego for the full amount of said bid, and no sealed bid shall be considered unless said cash or check is enclosed therewith.

The successful bidder shall file a surety bond running to the City, to be approved by the Council, in the sum of FIVE THOUSAND DOLLARS (\$5,000), conditioned that such bidder shall well and truly observe, fulfill and perform each and every term and condition of such franchise, and that in case of any breach of any condition of the franchise the whole amount of the penal sum named in the bond shall be taken and deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon said bond. The bond shall be filed with the Council within five (5) days after such franchise is awarded, and upon the filing and approval of such bond the franchise shall by said Council be granted by ordinance to the person, firm or corporation to whom it has been struck off, sold and awarded, and in case that such bond shall not be so filed the award of such franchise shall be set aside, and any money paid therefor shall be forfeited, and said franchise shall, in the discretion of said Council, be readvertised and again offered for sale in the same manner and under the same restrictions as hereinbefore provided.

BE IT FURTHER RESOLVED, that the proposed ordinance

granting such proposed franchise, with the exception of the dates that are left blank and the name of the successful bidder and grantee, is as set forth herein on Exhibit "A."

APPROVED: John W. Witt, City Attorney

By 
C. M. Fitzpatrick
Senior Chief Deputy

CMF:ps:480.4
8/25/83
Or.Dept:Prop.
Job:217067
Form=r.none

APPLICATION OF SOUTHERN CALIFORNIA GAS COMPANY
TO THE CITY COUNCIL OF THE CITY OF SAN DIEGO,
STATE OF CALIFORNIA, FOR A FRANCHISE AND PRIVILEGE.

To the Honorable City Council of the City of San
Diego, State of California:

Gentlemen:

The undersigned, a corporation duly organized and
existing under and by virtue of the laws of the State of
California and having its office and principal place of business
in the City of Los Angeles, County of Los Angeles, State of
California, hereby makes application to your Honorable City
Council for a franchise and privilege, the character of which is
as follows, to wit:

A franchise and privilege from time to time to
construct, operate, maintain and use pipelines and appurtenances
located in, along, under or over certain public streets of the
City, and used or useful in transmitting gas on, along, upon,
in, over, and across certain public streets, alleys, public
highways and public places within the City of San Diego, State
of California, described as follows:

Beginning at the intersection of the City of
San Diego boundary line with County Road S-21
also known as North Torrey Pines Road, thence
continuing southeasterly along said North
Torrey Pines Road to the intersection of
Genesee Avenue.

Said applicant further requests that said franchise be
granted to continue for a term of fifty (50) years from and
after the date upon which said franchise shall become
effective.

Said applicant further requests that your Honorable
City Council advertise the fact of this application, together
with a statement that it is proposed to grant the same, in the
manner and for the time required by law, and in accordance with
and subject to all matters, conditions, terms and restrictions
required by Division 3, Chapter 1, Article 1, of the California
Public Utilities Code, and that said franchise and privilege be
sold and by ordinance granted to the successful bidder, in
conformity therewith and thereto.

Dated this 24th day of January, 1983

SOUTHERN CALIFORNIA GAS COMPANY

I, CHARLES G. ABDELNOUR, Clerk of
the City of San Diego, California,
hereby certify that this is a true
copy of papers on file and of
record in the office of the Clerk
of said City.

CHARLES G. ABDELNOUR, City Clerk

By Mary Lee Sanford, Deputy

Dated 1/10/84

By: J. D. Brady
Title: Vice President

By: Virginia A. Robinson
Title: Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN DIEGO

GRANTING TO (NAME OF SUCCESSFUL BIDDER), A CORPORATION, THE RIGHT, PRIVILEGE AND FRANCHISE TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING GAS FOR ANY AND ALL PURPOSES UNDER, ALONG, ACROSS OR UPON CERTAIN PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN SAID MUNICIPALITY.

The City Council of the City of San Diego does ordain as follows:

SECTION ONE

Whenever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

(a) The word "Grantee" shall mean (Name of Successful Bidder), and its lawful successors or assigns:

(b) The word "City" shall mean the City of San Diego, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated or reincorporated form;

(c) The word "Streets" shall mean the public streets, ways, alleys and places as the same now or may hereafter exist within said City;

(d) The word "Engineer" shall mean the City Engineer of the City;

(e) The word "Gas" shall mean natural or manufactured gas, or a mixture of natural and manufactured gas;

(f) The phrase "Pipes and Appurtenances" shall mean pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance and any other property located or to be located in, upon, along, across, under or over the streets of the City, and used or useful in transmitting gas.

(g) The phrase "lay and use" shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace, or remove.

SECTION TWO

That the right, privilege and franchise, subject to each and all of the terms and conditions contained in this ordinance, and pursuant to the provisions of the San Diego City Charter be and the same is hereby granted to (Name of Successful Bidder), a corporation organized and existing under and by virtue of the laws of the State of California, herein referred to as the "Grantee", to lay and use pipes and appurtenances for transmitting gas for any and all purposes, under, along, across or upon the following streets of the City, as they now, or hereafter exist, during the term of the franchise granted hereby:

Beginning at the intersection of the City of San Diego boundary line with County Road S-21 also known as North Torrey Pines Road, thence continuing southeasterly along said North Torrey Pines Road to the intersection of Genesee Avenue.

This grant of franchise shall also include such other streets as may be approved from time to time upon application to the City.

The term or period of this franchise shall be for a term of fifty (50) years from and after the effective date hereof.

SECTION THREE

The Grantee shall pay to the City at the times hereinafter specified, in lawful money of the United States, a sum annually which shall be equivalent to two percent (2%) of the gross annual receipts of Grantee arising from the use, operation or possession of said franchise.

The Grantee of this franchise shall file with the Clerk of the City within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the grant of this franchise, and within three (3) months after the expiration of each and every calendar year thereafter, a duly verified statement showing in detail the total gross receipts of the Grantee, its successors or assigns, during the preceding calendar year, or such fractional calendar year. It shall be the duty of the Grantee to pay to the City within fifteen (15) days after the time for filing such statement in lawful money of the United States, the specified percentage of its gross receipts for the calendar year, or such fractional calendar year, covered by such statement. Any neglect, omission or refusal by said Grantee to file such verified statement, or to pay said percentage, at the times or in the manner hereinbefore provided, shall be grounds for the declaration of a forfeiture of this franchise and of all rights thereunder.

SECTION FOUR

This grant is made in lieu of all other franchises owned by the Grantee, or by any successor of the Grantee to any rights under this franchise, for transmitting gas within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION FIVE

The franchise granted hereunder shall not become effective until written acceptance thereof shall have been filed by the Grantee thereof with the Clerk of the City. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory.

SECTION SIX

The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge, either for a term or in perpetuity, the

City's right of eminent domain in respect to the Grantee or any public utility, nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the City therefor at the time of the acquisition thereof.

SECTION SEVEN

The Grantee of this franchise shall

(a) construct, install and maintain all pipes and appurtenances in accordance with and in conformity with all of the ordinances, rules and regulations heretofore, or hereafter adopted by the legislative body of this City in the exercise of its police powers and not in conflict with the paramount authority of the State of California, and, as to State highways, subject to the provisions of general laws relating to the location and maintenance of such facilities;

(b) pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this franchise;

(c) indemnify and hold harmless the City and its officers from any and all liability for damages proximately resulting from any operations under this franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this franchise and each and every applicable provision of Division 3, Chapter 1 of the Public Utilities Code of the State of California;

(d) remove or relocate, at the request of the City and without expense to the City, any facilities installed, used and maintained under this franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place, including the construction of any subway or viaduct by the City, provided, that Grantee reserves the right to recover its expense of such relocation or removal from a benefited private land developer or other benefited non-governmental third party.

(e) file with the legislative body of the City within thirty (30) days after any sale, transfer, assignment or lease of this franchise, or any part thereof, or of any of the rights or privileges granted thereby, written evidence of the same, certified thereto by the Grantee or its duly authorized officers.

SECTION EIGHT

The Engineer shall have power to give the Grantee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits or other structures lawfully in or under the streets; and before the work of constructing any pipes and appurtenances is commenced, the Grantee shall file with said Engineer plans showing the location thereof, which shall be subject to the approval of said Engineer (such approval not to be unreasonably withheld); and all such construction shall be subject to the inspection of said Engineer and done to his reasonable satisfaction. All street coverings or openings of traps,

vaults, and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may extend above the surface of the streets when said vents are located in parkways, between the curb and the property line.

Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, the same, where practicable and economically reasonable shall be done by a tunnel or bore, so as not to disturb the foundation of such paved or macadamized street; and in the event that the same cannot be so done, such work shall be done under a permit to be granted by the Engineer upon application therefor.

SECTION NINE

If any portion of any street shall be damaged by reason of defects in any of the pipes and appurtenances maintained or constructed under this grant, or by reason of any other cause arising from the operation or existence of any pipes and appurtenances constructed or maintained under this grant, said Grantee shall, at its own cost and expense, immediately repair any such damage and restore the same to as good a condition as existed before such defect or other cause of damage occurred, such work to be done under the direction of the Engineer, and to his reasonable satisfaction.

(a) If the Grantee of this franchise shall fail, neglect, or refuse to comply with any of the provisions or conditions hereof, and shall not, within ten (10) days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, by its legislative body, may declare this franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, its successors or assigns, with any of the conditions thereof.

SECTION TEN

The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within thirty (30) days after the City shall furnish Grantee with a written statement of such expenses.

SECTION ELEVEN

Not later than thirty (30) days after the publication of this ordinance, the Grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with the terms and conditions hereof.

SECTION TWELVE

Grantee acknowledges and agrees that this franchise shall not be construed to authorize Grantee to lay and use pipes and appurtenances for distribution for retail sales to individual consumers.

SECTION THIRTEEN

The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published once in the

Attest _____
City Clerk Mayor

I hereby certify that the foregoing ordinance was adopted by the _____ of the City of _____, on the _____ day of _____, 19____, by the following votes:

Ayes:

Noes:

City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE
CITY OF SAN DIEGO DECLARING ITS
INTENTION TO ADVERTISE AND SELL
A FRANCHISE

A. Recitals:

WHEREAS, Article 1 of Chapter 1 of Division 3 of the California Public Utilities Code, commencing at Section 6001, sets forth specific provisions for the granting of franchises for certain purposes.

WHEREAS, Southern California Gas Company, a California corporation, has made application, in writing, to the City Council of the City of San Diego for a franchise to lay and use pipe and appurtenances for transmitting gas for any and all purposes under certain public streets, ways, alleys and places within the City of San Diego.

WHEREAS, said franchise is more particularly described in the "Notice of Sale of Franchise" attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Resolution

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Diego as follows:

1. It is the intention of this City Council to grant, pursuant to the provisions of Sections 6001 through 6017, inclusive, of the California Public Utilities Code, a franchise in the manner provided by law, substantially in the form and upon the terms and conditions set forth in the "Notice of Sale of Franchise" set forth in Exhibit "A" hereto.

2. The City Clerk of the City of San Diego hereby is authorized and directed to advertise by publishing said "Notice of Sale of Franchise" in the _____, a daily newspaper of general circulation published in the City of San Diego, once a day for ten (10) successive days, or as often during said period as said paper is published, beginning with the issue of the _____ day of _____, 1983. The full publication shall be completed not less than twenty (20) nor more than thirty (30) days before the date set for the receiving of the sealed bids, as set forth in said "Notice of Sale of Franchise".

3. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this _____ day of _____, 1983.

Mayor

I, _____, City Clerk of the City of San Diego, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the City Council of the City of San Diego held on the ____ day of _____, 1983, and was finally passed at a regular meeting of the City Council of the City of San Diego held on the ____ day of _____, 1983, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

ATTEST: _____
City Clerk of the
City of San Diego

EXHIBIT "A"

NOTICE OF SALE OF FRANCHISE

NOTICE IS HEREBY GIVEN that an application has been made to the City Council of the City of San Diego, State of California, by SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, for the franchise hereinafter described, and it is proposed by said City Council to offer for sale and to grant by ordinance, to the highest bidder, said franchise on the terms and conditions hereinafter mentioned.

Notice is hereby given that sealed bids in writing will be received for said franchise and privilege up to _____.m. on the _____ day of _____, 1983, and at the time above mentioned and in the City Council Chambers of the City of San Diego, any and all sealed bids will be opened; that all bids must be for the payment of a stated sum in lawful money of the United States, and that the said franchise and privilege will be struck off, sold and awarded to the person, firm or corporation who makes the highest bid therefor, provided only that at the time of the opening of said bids any responsible person, firm or corporation present or represented may bid for said franchise and privilege a sum of not less than ten percent (10%) above the highest sealed bid therefor, and said bid may be raised not less than ten percent (10%) by another responsible bidder, and said bidding may so continue until finally said franchise and privilege shall be struck off, sold and awarded to the highest bidder therefor in lawful money of the United States by said City Council.

Each sealed bid shall be accompanied with cash or a certified check payable to the City Treasurer of the City of San Diego, for the full amount of such bid, and no sealed bid shall be considered unless said cash or check is enclosed therewith, and the successful bidder shall deposit at least ten percent (10%) of the amount of his bid with the City Clerk of the City of San Diego, before the franchise and privilege shall be struck off to him. If the successful bidder shall fail to make such deposit immediately, then and in that case his bid shall not be received and shall be considered as void, and the said franchise and privilege shall then and there be again offered for sale to the bidder who shall make the highest cash bid therefor, subject to the same conditions as to deposit as above mentioned. Said procedure shall be had until said franchise and privilege is struck off, sold and awarded to a bidder who shall make the necessary deposit of at least ten percent (10%) of the amount of his bid therefor, as herein provided.

The successful bidder shall deposit with the City Clerk of the City of San Diego within twenty-four (24) hours after the acceptance of his bid, the remaining ninety percent (90%) of the amount thereof, and in case he or it shall fail to do so, then the said deposit theretofor made shall be forfeited, and the said award of said franchise and privilege shall be void, and said franchise and privilege shall then and there, by said City Council, in the same manner and under the same restrictions as hereinabove provided, be again offered for sale to the highest bidder therefor, and be struck off, sold and awarded; and in case said person, firm or corporation shall fail to deposit with the City Clerk of the City of San Diego the remaining ninety percent (90%) of his bid or its bid within twenty-four (24) hours after its acceptance, the award to him of said franchise shall be forfeited, and no further proceedings for sale of said franchise and privilege shall be had unless the same shall be readvertised and again offered for sale in the manner hereinbefore provided.

Said franchise is described and will be granted substantially in the following form: