

**ATTACHMENT AGREEMENT  
BY AND BETWEEN  
LAKE ELSINORE, CALIFORNIA  
AND  
SOUTHERN CALIFORNIA GAS COMPANY**

This Attachment Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, for reference purposes only, by and between the City of Lake Elsinore, a California municipal corporation (“City”), and Southern California Gas Company, a California corporation (“Gas Company”). Hereinafter the term “**Parties**” shall refer collectively to all the foregoing named Parties.

**R E C I T A L S**

**WHEREAS**, Gas Company is an investor-owned public utility regulated by the California Public Utilities Commission (“CPUC”) that provides gas utility services to residents of City.

**WHEREAS**, on November 24, 1941, City granted to Gas Company a franchise to use and lay pipes and appurtenances necessary and convenient for the operation of a gas utility under, along, across or upon public streets, ways, alleys and places (collectively, “Rights-of-Way”) in the City for transporting and distributing gas (the “Franchise”).

**WHEREAS**, Gas Company has been authorized by the California Public Utilities Commission to implement its Advanced Meter Program, which consists of, among other things, the installation of advanced meter equipment, network communications devices, including but not limited to data collector units (“DCUs”), antennas, gas repeaters and/or radio frequency local area network range extenders, and other advanced meter facilities, in connection with and necessary for Gas Company’s operation, transmission and distribution of gas in the City (“Advanced Meter Facilities”).

**WHEREAS**, the installation of Advanced Meter Facilities requires the use of existing or new infrastructure, such as poles, towers, streetlights or buildings of sufficient height and at appropriate locations in order to be effective.

**WHEREAS**, City desires to allow Gas Company to install its Advanced Meter Facilities, which are further described herein, within property owned by City identified on “Exhibit A” and incorporated herein by this reference (“Installation Sites”).

**WHEREAS**, City and Gas Company have agreed to enter into this Agreement regarding Gas Company’s use and attachment of Advanced Meter Facilities at the Installation Sites upon the terms, conditions and other considerations set forth herein.

## A G R E E M E N T

NOW THEREFORE, in consideration thereof and for other valuable consideration as set forth hereinbelow the Parties do mutually agree as follows:

1. **Effective Date.** This Agreement shall become effective as of the date of its execution by the Parties (**"Effective Date"**).
2. **Term.** This Agreement shall expire on the twentieth (20<sup>th</sup>) anniversary of the Effective Date.
3. **Authorization.** Subject to the terms and conditions contained herein, City hereby authorizes Gas Company to install Advanced Meter Facilities upon Installation Sites and to operate, use, maintain, repair, replace, improve, alter, inspect, test and remove such Advanced Meter Facilities on the terms and conditions set forth herein.
4. **Scope of Agreement.** This Agreement authorizes Gas Company to attach the Advanced Meter Facilities in the general locations identified on Exhibit "A" attached hereto, and to undertake all activities related to the installation, maintenance, operation, use, repair, replacement, improvement, alteration, inspection, testing and removal of the Advanced Meter Facilities.

Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint-venture or of any association whatsoever between City and Gas Company, it being expressly understood and agreed that neither the computation of fees nor any other provisions contained in this Agreement nor any act or acts of the Parties shall be deemed to create any relationship between City and Gas Company other than the relationship of City and Gas Company as franchisor and franchisee, respectively.

Gas Company hereby acknowledges, agrees and covenants that this Agreement does not authorize or bestow any rights to Gas Company to provide any services not already expressly authorized by the Franchise, including without limitation cable television service or commercial telecommunications services.

5. **Compensation.** Gas Company shall pay to City a one-time fee of \$780 (\$39 x 20 years) per Installation Site. The fee shall be due within thirty (30) days after the Effective Date.
6. **Electrical Consumption Charge.** Gas Company shall pay City a one-time fee of \$233.60 (\$11.68 x 20 years) per location as compensation for electricity usage by Gas Company's Advanced Meter Facilities. The fee shall be due within thirty (30) days after the Effective Date.
7. **Authority to Allow Attachments.** City hereby represents and warrants to Gas Company that it has all rights necessary to allow for the installation of the Advanced Meter Facilities at the Installation Sites, and agrees to indemnify, defend and hold harmless Gas Company from and against losses, liability or claims from any owner of

the real property where the Installation Sites are located and that are related to the rights conferred to Gas Company under this Agreement.

8. **Workmanship and Responsibility of Gas Company.** All of Gas Company's construction and installation work shall be performed at Gas Company's sole cost and expense and in a good and workmanlike manner and in accordance with the rules and regulations of the CPUC and in compliance with all applicable ordinances, regulations or laws (to the extent not preempted by the jurisdiction of the CPUC).

Gas Company shall remove all of the Advanced Meter Facilities at its sole expense within one hundred eighty (180) days after the termination of this Agreement, unless an agreement is otherwise reached between City and Gas Company, each acting in their sole discretion, to abandon the Advanced Meter Facilities in place. Gas Company shall bear full responsibility for repairs to any damage to the Rights-of-Way or Installation Sites caused by Gas Company's or its employees', contractors', subcontractors' or agents' installation, construction, maintenance, repair, operation and removal of the Advanced Meter Facilities.

9. **Gas Company to Bear All Costs.** Gas Company, or any successor or authorized assignee, shall bear all costs incurred in connection with Gas Company's or its employees', contractors', subcontractors' or agents' planning, design, installation, construction, maintenance, repair, operation and removal of the Advanced Meter Facilities. City shall not be responsible or bear any cost related to the Advanced Meter Facilities or any other improvements or works approximate to the Advanced Meter Facilities, except to the extent such costs result from the active negligence or willful misconduct of the City, its officers, agents, employees, contractors or subcontractors.

10. **Interference.** Gas Company installation and use of the Advanced Meter Facilities under this Agreement shall not damage or interfere in any way with City's operations. City reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Installation Sites, which may temporarily or permanently interfere with the Advanced Meter Facilities. City agrees to give 30-day advance notice of such temporary interference to Gas Company and to reasonably cooperate with Gas Company to carry out such activities with a minimum amount of interference with Gas Company's operations, and in the case of permanent interference, to provide an alternate Installation Site reasonably acceptable to Gas Company. Notwithstanding the foregoing, in the case of an emergency City shall take any and all actions it determines necessary to respond to such emergency, and shall thereafter give notice to Gas Company of such actions.

11. **Indemnification of City.** Gas Company shall defend, indemnify and hold harmless City and its council members, officers, agents and employees against all claims, losses, damages, costs, expenses, liabilities, causes of action, fines or penalties, including but not limited to reasonable attorney's fees (collectively, "Claims"), incurred by City arising or alleged to have arisen from the Advanced Meter Facilities, except to the extent such Claim(s) arise from the sole negligence or willful misconduct of City, its officers, agents, or employees, provided, however, that Gas Company's indemnification obligations shall not include any punitive, consequential or special damages, except to

the extent asserted by a third-party against City arising from a Claim for which Gas Company is obligated to indemnify City under this paragraph.

12. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of California. Nothing in this section shall be interpreted to preclude either Party's right to seek redress from the CPUC.
13. **Amendment of Agreement.** This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
14. **Notices.** All notices, demands, requests, consents or other communications that this Agreement contemplates or authorizes, or requires or permits either Party to give to the other, shall be in writing and shall be personally delivered or mailed or sent by reputable overnight courier, such as FedEx, to the respective Party as follows:

**TO CITY:**

City of Lake Elsinore  
130 South Main Street  
Lake Elsinore, CA 92530  
Attn: Jason Simpson  
City Manager  
Tel: (951) 674-3124

**TO THE GAS COMPANY:**

Southern California Gas Company  
1801 S. Atlantic Blvd.  
Monterey Park, CA 91754  
Attn: Chris Stille  
Manager, Advanced Meter Ops &  
Network Management  
Tel: (626) 361-0072

Either Party may change its address by notice to the other Party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the Party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, or with reputable overnight courier, such as FedEx, addressed to the offices of the Party to whom the communication is to be sent, as designated above.

15. **Other Regulations.** All Gas Company's use of the Rights-of-Way and Installation Sites under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of City now in force, or hereinafter prescribed or promulgated by City, State or Federal law (to the extent that the same are not

preempted by the jurisdiction of the CPUC).

16. **Powers to Enter into Agreement.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Gas Company and City.
17. **Assignment or Transfer of Authorization.** This Agreement may be assigned or transferred to any qualified person or entity subject to the prior written approval of City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, City's prior written consent shall not be required for any of the following: (a) the transfer of any shares or stock in or change in control of Gas Company's parent company, or (b) any merger, consolidation or reorganization involving Gas Company or transfer of all or substantially all of the stock or shares in Gas Company or assets of Gas Company.
18. **Entire Agreement; Successors and Assigns.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

**IN WITNESS WHEREOF** the Parties for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**CITY OF LAKE ELSINORE**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

**SOUTHERN CALIFORNIA GAS COMPANY**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Chris Stille  
Operations & Network Management Manager  
Advanced Meter

**Exhibit “A”**  
**Lake Elsinore Street Light Attachment Sites**  
**April 2025**

<b>SoCalGas Site ID#</b>	<b>Street Light ID#</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Location Address</b>
KH098-D	50487	33.621437	-117.316014	On Grand Ave., W. of 19496 Grand Ave. x Scales Ave.
KH180-B	30877	33.684083	-117.289100	On La Strada, N. of 23 Del Copparo x Bella Vista
KH112-B	20610	33.697428	-117.317453	On Rosetta Canyon Dr., N. of 41221 Rosetta Canyon Dr. x Royal Sunset Rd.
KH7129-A	30655	33.688049	-117.262787	On Canyon Hills Rd., NE of 29993 Canyon Hills Rd. x Railroad Canyon Rd.