

APARTMENT/CONDOMINIUM COMPLEX AGREEMENT

Form No. 75

THIS AGREEMENT is made and entered into as of the _____ day of _____, 19____, by and between CALIFORNIA-AMERICAN WATER COMPANY, a California corporation, hereinafter referred to as "WATER COMPANY," and the persons signatory hereto (whether one or more individuals, partnerships, corporations or other entities), hereinafter referred to as "OWNER."

WITNESSETH

WHEREAS the Owner owns and is developing as an apartment/condominium complex a certain tract of land located at _____

in the City of _____, in accordance with the Exhibit "A" attached, such entire tract being hereinafter sometimes referred to as the "APARTMENT/CONDOMINIUM COMPLEX," and _____

WITNESS

OWNER

District Manager
President or Vice President

WITNESS

CALIFORNIA-AMERICAN WATER COMPANY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their appropriate officers the day and year first above written.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 196

ISSUED BY
L. D. Foy

NAME

Vice President

TITLE

(TO BE INSERTED BY C.P.U.C.)

DATE FILED DEC 28 1978

EFFECTIVE JAN 27 1980

RESOLUTION NO.

DEC. NO.

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WITNESSETH

WHEREAS the Owner owns and is developing as an apartment/condominium complex a certain tract of land located at

_____ in the City of _____, in accordance with the Exhibit "A" attached, such entire tract being hereinafter sometimes referred to as the "APARTMENT/CONDOMINIUM COMPLEX," and

WHEREAS the Owner proposes to construct various buildings on said tract of land and to lease such buildings, or portions of such buildings, to various individual tenants/owners and have requested the Water Company to furnish water service upon application to all such tenants/owners in said Apartment/Condominium Complex, and

WHEREAS the Owner's plan for installing water facilities in the said Apartment/Condominium Complex contemplates the installation of individual service lines to each of the various buildings and/or tenants/owners in said Apartment/Condominium Complex which buildings may in some cases be occupied by two or more individual tenants/owners, and

WHEREAS the Water Company is a public utility corporation duly authorized to furnish water service to customers located in the area in which the proposed Apartment/Condominium Complex will be built, but is under no obligation to install water service facilities on property owned by a private individual or corporation such as Owner, and

WHEREAS the Water Company, in order to furnish proper and efficient water service to the proposed Apartment/Condominium Complex in the manner requested by the Owner, must have the right of access to the entire tract of land, the streets therein and the individual buildings of the Apartment/Condominium Complex for the purpose of operating or controlling service lines, shut off valves, and meters, and to attach testing devices thereto for controlling water service, and

WHEREAS the Water Company is willing to furnish general water service and private fire protection service to the proposed Apartment/Condominium Complex in the manner requested by the Owner, subject and pursuant to the Water Company's Rules, Regulations and Conditions of Water Service for the Distribution and Sale of Water as approved by the California Public Utilities Commission, and the terms, conditions and provisions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises, the reciprocal covenants and agreements herein contained and each act done or to be performed by the Water Company and the Owner, respectively, the parties hereto agree as follows:

1. The Water Company shall make available to the Owner _____-inch water service connection(s) to the Water Company's main(s) for the purpose of furnishing water service to the Apartment/Condominium Complex, such connection(s) to be located as shown on the Exhibit "A."
2. The Owner shall, subject to the prior approval of the Water Company, install at his own expense all water service facilities required within the Apartment/Condominium Complex, including the service laterals and meter boxes.
3. The Water Company will install at its expense individual water meters to measure the water use of the individual buildings and/or tenants in said Apartment/Condominium Complex upon receipt of water service applications for such tenants/owners in the form prescribed by the Water Company.
4. The Water Company shall read each such meter monthly or bi-monthly, at its option, and bill separately for each individual service for all water used by each building and/or tenant/owner respectively for general water service.
5. The Water Company shall require the Owner or each tenant of the Apartment/Condominium Complex requiring or requesting private fire protection service, to execute and file with the Water Company a separate Application for Special Connection(s) for each building or unit served, in the form prescribed by the Water Company.
6. The Owner shall install, at his expense, all water facilities within the Apartment/Condominium Complex in accordance with Standard Specifications as prescribed by the Water Company. Bacteriological testing shall be conducted at the expense of Owner and he shall provide satisfactory test evidence to the Water Company and State Health Department as required.
7. It shall be the owner's responsibility to maintain his facilities in good operating condition at all times. Valves and curb boxes are to be kept at grade and readily accessible. Leaks, regardless of size, shall receive prompt attention and repaired to the satisfaction of the Water Company. Owner agrees to pay the Water Company for water loss due to leaks within the owner's facilities at the current rates filed with the California Public Utilities Commission. In case of emergency, the Water Company has the right to shut off all or any part of the owner's facilities and to make any repairs, alterations, additions, or to prevent possible contamination

through cross-connection facilities of the Owners or to prevent negligent and willful waste of water through the facilities of the owner. Such work performed will be at the expense of the Owner. A map or plan showing measurements and location to all valves and curb stops installed in said apartment/condominium complex shall be maintained by owner; one copy shall be furnished to the Water Company and one copy shall be kept on the premises for use by the custodian of the apartment/condominium complex.

8. Owner agrees to obtain in advance the approval of the Water Company for any change, alteration, addition or deduction contemplated in the fixtures, openings and water uses herein specified.

9. The Owner hereby grants to the Water Company the free, unlimited and unrestricted right of access to all property within the limits of the proposed Apartment/Condominium Complex, except occupied buildings, so that the Water Company and its representatives may install, maintain, read, inspect, test and replace the individual water meters and otherwise control the supply of water to the individual buildings and/or tenants/owners in the Apartment/Condominium Complex. Rights of access to the buildings for the above purposes, if required, is a condition accepted by applicant for water service and covered by Water Company Rules and Regulations.

10. The Water Company has the right to discontinue water service to any of its customers for non-payment of water bills or for other violations of its Rules and Regulations.

11. The Water Company accepts no liability or responsibility for the adequacy or condition of the water facilities installed in the said Apartment/Condominium Complex and shall be under no obligation to maintain, repair or replace any water facilities in or upon the property of the Owner, other than the individual water meters or other facilities which it may install or attach to said facilities of the Owner pursuant to this Agreement.

12. The Owner shall indemnify and hold harmless the Water Company and its affiliated companies, agents and employees from and against any and all liabilities, losses and expenses, including reasonable attorney's fees, that the Water Company may incur or suffer by reason of any claim asserted by any tenant of the Apartment/Condominium Complex in any way relating to or arising out of the facilities provided by the Owner pursuant to this Agreement.

13. In the event of a material breach of this Agreement, the aggrieved party shall be entitled to recover as part of its costs, its reasonable attorney's fees incurred by reason of said breach.

14. This Agreement shall not be assigned by the Owner without the prior written consent of the Water Company. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereunder shall be binding upon, the respective successors and assigns of the parties hereto, subject to the aforementioned written consent of the Water Company, and to all other persons who are hereafter connected to and receive water service from the water service facilities installed pursuant to this Agreement.

15. APPROVAL OF WATER COMPANY. This Agreement shall be valid and binding on the Water Company only when executed by its President or Vice President, and District Manager.

16. This Agreement shall constitute the entire Agreement between the parties hereto, with the exception of Application for Special Connection(s) if required, and it may not be altered, amended, modified or otherwise changed in any manner except in writing.

17. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time, direct in the exercise of its jurisdiction.

18. NOTICE BY REGISTERED MAIL. Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the California-American Water Company at _____

_____ and to Owner at _____

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be duly executed by their appropriate officers the day and year first above written.

WITNESS

WITNESS

CALIFORNIA-AMERICAN WATER COMPANY

District Manager

President or Vice President

OWNER

