

CANCELLING

Form 74

CALIFORNIA-AMERICAN WATER COMPANY

CALIFORNIA-AMERICAN WATER COMPANY  
**SHOPPING CENTER AGREEMENT**

THIS AGREEMENT, 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, herein referred to as the "OWNER");

**WITNESSETH:**

WHEREAS, the Owner owns and is developing as a shopping center to be known as \_\_\_\_\_ a certain tract of land located as shown on the drawing of this Shopping Center attached hereto, marked EXHIBIT 'A' and made a part hereof (such entire tract being hereinafter sometimes referred to as the "Shopping Center"), which drawing shall indicate the total proposed development of this Shopping Center; and

\_\_\_\_\_

WITNESS:

OWNER:

\_\_\_\_\_

President or Vice President

By

\_\_\_\_\_

District Manager

By

WITNESS:

CALIFORNIA-AMERICAN WATER COMPANY

Executed in triplicate by the parties hereto as of the date first above written.

(Address of Owner)

Form 74

ADVICE LETTER NO. 166

O. I. Banz  
NAME

DEC. NO. \_\_\_\_\_

President

TITLE

DATE FILED DEC 23 1977

EFFECTIVE JAN 22 1978

RESOLUTION NO. \_\_\_\_\_

# CALIFORNIA-AMERICAN WATER COMPANY

## SHOPPING CENTER AGREEMENT

THIS AGREEMENT, 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, herein referred to as the "OWNER");

### WITNESSETH:

WHEREAS, the Owner owns and is developing as a shopping center to be known as \_\_\_\_\_, a certain tract of land located as shown on the drawing of this Shopping Center attached hereto, marked EXHIBIT 'A' and made a part hereof (such entire tract being hereinafter sometimes referred to as the "Shopping Center"), which drawing shall indicate the total proposed development of this Shopping Center; 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 for commercial or other purposes and has requested the Water Company to furnish general water service and/or private fire protection service to all such tenants in the said Shopping Center; and

WHEREAS, the Owner's plan for installing water facilities in the said Shopping Center contemplates the installation of separate general water service lines, and separate private fire protection service lines where required, to each of the various buildings or units in the said Shopping Center, and to individual tenants in those buildings or units which may in some cases be occupied by two or more individual tenants; 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 Shopping Center will be built, but is under no obligation to install distribution mains and/or service lines on property owned by a private individual or corporation such as the Owner; and

WHEREAS, the Water Company, in order to furnish proper and efficient water service to the proposed Shopping Center in the manner requested by the Owner, must have the right of access to the entire tract of land for the purpose of providing and controlling water service therein; and

WHEREAS, the Water Company is willing to furnish general water service and private fire protection service to the proposed Shopping Center 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:

**Section 1.** The Water Company shall make available to the Owner \_\_\_\_\_ water service connection(s) to the Water Company's main(s) for the purpose of furnishing water service to the Shopping Center, such connection(s) to be located as shown on EXHIBIT 'A'.

**Section 2.** The Owner shall, subject to the prior approval of the Water Company, install at his expense all water service facilities required within the Shopping Center.

**Section 3.** It shall be the Owner's responsibility to maintain his facilities in good operating condition at all times. Valve and curb boxes are to be kept at grade and readily accessible. Leaks, regardless of size, shall receive prompt attention and repair to the satisfaction of the Water Company. A map or plan showing measurements and locations to all valves and curb stops installed in the said Shopping Center shall be maintained by the Owner, one copy of which shall be furnished to the Water Company, and one copy kept on the premises for use by the custodian of the Shopping Center.

**Section 4.** The Water Company shall install at its expense individual water meters to measure the water use of the individual tenants in the Shopping Center upon receipt of water service applications from such tenants in the form prescribed by the Water Company.

The Water Company shall require the Owner or each tenant of the Shopping Center requiring or requesting private fire protection service, to execute and file with the Water Company a separate Application For Special Connections for each building or unit serviced, in the form prescribed by the Water Company.

**Section 5.** The Water Company shall read each such meter monthly or bi-monthly at its option and bill separately the Owner and/or each individual tenant of the Shopping Center for all water used by the Owner and each tenant respectively for general water service, and shall bill the Owner and each tenant of the Shopping Center for private fire protection service if such service is required or requested by the Owner and/or any of the tenants.

**Section 6.** 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 Shopping Center so that the Water Company may install, maintain, read inspect, test and replace the individual water meters and otherwise control the distribution of water to the individual tenants in the Shopping Center.

**Section 7.** The Water Company accepts no liability or responsibility for the adequacy or condition of the water service facilities installed in the said Shopping Center by the Owner and shall be under no obligation of maintaining, repairing, or replacing any water service facilities in or upon the property of the Owner other than the individual water meters or other facilities which the Water Company may own and install or attach to said facilities of the Owner pursuant to this Agreement.

**Section 8.** 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 attorneys' fees, that the Water Company may incur or suffer by reason of any claim asserted by any tenant of the Shopping Center in any way relating to or arising out of the facilities provided by the Owner pursuant to this agreement.

**Section 9.** 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 attorneys' fees incurred by reason of said breach.

**Section 10.** 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.

**Section 11. 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.

**Section 12.** This Agreement shall constitute the entire Agreement between the parties hereto and it may not be altered, amended, modified or otherwise changed in any manner except in writing.

**Section 13.** 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.

**Section 14. 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

\_\_\_\_\_  
(Address of Water Company)

and to Owner at \_\_\_\_\_  
(Address of Owner)

Executed in triplicate by the parties hereto as of the date first above written.

**CALIFORNIA-AMERICAN WATER COMPANY**

WITNESS:

\_\_\_\_\_ By \_\_\_\_\_  
District Manager

\_\_\_\_\_ By \_\_\_\_\_  
President or Vice President

WITNESS:

OWNER:

\_\_\_\_\_  
\_\_\_\_\_