

CALIFORNIA-AMERICAN WATER COMPANY
880 KUHN DRIVE
CHULA VISTA, CALIFORNIA 91914

ORIGINAL

C.P.U.C. SHEET NO. 2213-W

CANCELLING

C.P.U.C. SHEET NO.

**CALIFORNIA-AMERICAN WATER COMPANY
REAL ESTATE DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into as of the _____ day of _____, 1991, by and between CALIFORNIA-AMERICAN WATER COMPANY, a California corporation (hereinafter referred to as "WATER COMPANY"), and the persons signatory hereto (whether one or _____)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 389

DEC. NO. _____

ISSUED BY

D.P. STEPHENSON

NAME

DIRECTOR-RATES & REVENUES

TITLE

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

DATE FILED DEC 17 1991

EFFECTIVE JAN 27 1992

RESOLUTION NO. _____

CALIFORNIA-AMERICAN WATER COMPANY
REAL ESTATE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 1991, 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 an industrial development to be known as _____, a certain tract of land located as shown on the drawing of this Development attached hereto, marked Exhibit "A" and made a part hereof (such entire tract being hereinafter referred to as the "DEVELOPMENT") which drawing shall indicate the total proposed development of this Development; and

WHEREAS, the Owner proposes to construct various buildings on said tract of land and has requested the Water Company to furnish general water services and/or private fire protection to the said Development; and

WHEREAS, the Owner's plan for installing water facilities in the said Development contemplates the installation of separate general water services lines, and separate private fire protection service lines where required, to each of the various buildings or units in the said Development; 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 Development 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 Development 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 Development 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 Development, such connection(s) to be located as shown in Exhibit "A".

Section 2. The Owner shall, subject to the prior approval of the Water Company, install at Owner's expense all water service facilities required within the Development.

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 Development 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 Development.

Section 4. The Water Company shall install at its expense individual water meters to measure the water use in the Development upon receipt of a water service application in the form prescribed by the Water Company.

The Water Company shall require the Owner of the Development 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 the Owner of the Development for all water used by the Owner for general water service, and shall bill the Owner of the Development for private fire protection service if such service is required or requested by the Owner.

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 Development so that the Water Company may install, maintain, read, inspect, test and replace the individual water meters and otherwise control the distribution of water in the Development.

Section 7. The Water Company accepts no liability or responsibility for the adequacy or condition of the water service facilities installed in the said Development 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 Owner or an occupant of the Development.

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 13. This Agreement shall at all times be subject to 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 _____ and to the Owner at _____.

Section 15. It is the understanding of the parties to this agreement that it shall not become effective until the authorization of the Public Utilities Commission of the State of California has been first obtained.

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

CALIFORNIA-AMERICAN WATER COMPANY

BY: _____
District Manager

Witness

BY: _____
President or Vice President

Witness

Applicant: _____

BY: _____

Witness

NAME: _____

TITLE: _____