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DESERT WATER



DESERT WATER AGENCY
Exempt from filing fees per G.C. § 6013
Mark S. Krause, GM
P.O. Box 1710
Palm Springs, CA 92263-1710

HOLD HARMLESS AGREEMENT AND
AGREEMENT FOR DESIGN OF FIRE SPRINKLER SYSTEM

(Developer/Owner to Desert Water Agency)

RECITALS

- A. WHEREAS, _____
(Developer/Owner) is the Developer/Owner of certain real property ("Property") located within the boundaries of Desert Water Agency ("Agency"), County of Riverside, State of California, commonly described as _____,
and the legal description of which is attached hereto as Exhibit "A", which is incorporated herein by this reference; and
- B. WHEREAS, Developer/Owner is constructing a single family residence described as _____
(single family residential or multifamily residential project) ("Project") on the property legally described in paragraph A above; and
- C. WHEREAS, Developer/Owner must install a fire sprinkler system based on NFPA 13D residential design standards or 13R residential design standards as a condition of approval of the Project described in paragraph D above; and

D. WHEREAS, Developer/Owner desires to install only one domestic water meter and one back flow preventer; and

E. WHEREAS, the Agency requires the installation of a service which consists of a meter and back flow preventer properly sized to meet project flow demands; and

F. WHEREAS, Developer/Owner desires to install only one domestic water service and back flow preventer, or as few service connections as may be necessary to meet project demands, for the Project described in paragraph D above;

NOW, THEREFORE, the parties agree as follows:

AGREEMENTS

1. As a condition precedent to Developer/Owner being permitted to install fire sprinklers at the Project described in paragraph B above using only one or the number of domestic water services and back flow preventers required for the Project, the Developer/Owner hereby agrees to defend at Developer/Owner's sole expense (including payment of attorney's fees), indemnify and hold the Agency, its officers, agents, employees and representatives free and harmless from all obligations, liabilities, demands and causes of action, of any type and for whatever reason, arising from or in connection with any malfunction, defect or failure of the fire safety sprinkler system, or from contamination of the on-site potable water system due to use, non-use, operation, maintenance or repair of the on-site fire sprinkler system.

2. Developer/Owner specifically acknowledges that the Agency may, from time to time, terminate water service for nonpayment of bills or for other reasons, which will result in the fire sprinkler system not functioning. This Hold Harmless Agreement shall apply to claims arising out of any such circumstances and shall bind the record owner of the premises at the time such circumstances occur.

3. Developer/Owner specifically acknowledges that to permit the building or structure to remain occupied when the water service has been terminated and when the fire sprinkler system is not functioning, constitutes a violation of applicable law, including but not limited to the California Health & Safety Code, the California Fire Code and the provisions of the applicable NFPA standards governing the functioning of fire sprinkler systems. Therefore, Developer/Owner or His/Her successor in interest, as the case may be, further agrees to defend at its/his/her sole expense (including the payment of attorneys' fees), indemnify and hold the Agency, its officers, agents, servants and representatives harmless from any and all obligations, liabilities, demands or causes of action resulting from failure to have a properly sprinklered building or structure whenever water service is not available for whatever reason.

4. In the event that the Developer/Owner modifies the fire sprinkler/domestic water system, or in any manner which would result in any malfunction, defect or failure of the fire safety sprinkler system, the Developer/Owner hereby agrees to indemnify and hold harmless the Agency, its employees and representatives from any and all obligations, liabilities, demands or causes of action resulting from said modification.

5. The provisions of this agreement shall run with the Property, shall be binding upon the Property and all persons having or acquiring any right, title or interest in the Property or any portion thereof, and their successors, owners and assigns.

6. Should any portion of this agreement be found invalid by a court, it is the intent of the parties that the invalid portions be severed from this agreement and that the remaining portions remain fully enforceable.

PROPERTY OWNER:

Dated: _____ By: _____
(Signature)

(Printed Name)

(Printed Title, if applicable)

(Company Name, if applicable)

NOTARY ACKNOWLEDGMENT

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } ss.

On _____, before me, _____, a Notary Public,
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their authorized capacity(ies), and that, by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY
SEAL

Signature of Notary

Commission #

Expiration Date:

DESERT WATER AGENCY:

Dated: _____ By: _____
(Signature)

Mark S. Krause
(Printed Name)

ATTEST:

General Manager
(Printed Title, if applicable)

By: _____
Sylvia Baca, Executive Secretary
Desert Water Agency

DESERT WATER AGENCY
(Company Name, if applicable)