

RECORDED AT THE REQUEST OF:
SOQUEL CREEK WATER DISTRICT

WHEN RECORDED, MAIL TO:
Soquel Creek Water District
5180 Soquel Drive
Soquel, CA 95003



(Space above this line for Recorder's use only)

**SOQUEL CREEK WATER DISTRICT
WATER WAIVER FOR PRESSURE AND/OR FLOW**

The undersigned applicant for water service and/or fire service from the SOQUEL CREEK WATER DISTRICT waives and releases District from any and all claims of any kind whatsoever occurring by reason of insufficient or excessive water pressure, or volume of water, intermittent supply, interruption of service, and any or all of the foregoing, including, but not limited to, claims for damage or inconvenience of any kind whatsoever. All of the benefits and obligations described herein, including any and all covenants, waivers, releases, and conditions set forth in this waiver and release shall be binding on the applicant and their successors, assigns, heirs, executors, trustees, agents, employees, and representatives and shall run with the land comprising the property described below.

Applicant acknowledges that this waiver and release has been entered into by (him/her, it/them) because of concerns as to whether satisfactory water service can be given hereinafter described lands of applicant because of their location, elevation, topography and other factors. Applicant further acknowledges that the District has no obligation to provide service or mandatory duty to provide service.

The releases set forth herein extend to all claims, whether or not currently claimed, known, or suspected to exist, and the releases shall be deemed to waive any and all provisions, rights, and benefits conferred by any law of the State of California or any law of the United States that governs or limits the release of unknown claims. The foregoing waiver includes, without limitation, an express waiver, to the fullest extent permitted by law, of any and all rights under California Civil Code section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Applicant understands and acknowledge the significance and consequences of this waiver and release and of such specific waiver of section 1542 and expressly consent that this waiver and release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action specified above. Applicant further acknowledges and agrees that the waivers of rights under section 1542 are essential and material terms of this waiver and release.

Nothing contained in this waiver and release shall constitute or be construed to limit, modify, alter, or render inapplicable any of the ordinances, resolutions, rules, requirements, and policies of District, including, but not limited to, requirements, if any, for provision of facilities, at applicant's expense, to improve any water service problems. This waiver and release shall not modify or abrogate any immunities from liability applicable to the District and shall not be considered a contract to provide a minimum amount or any water for fire suppression or other purposes.

Applicant is the owner of and is applying or will apply for water service to those lands situate in the County of Santa Cruz, commonly known and described as the Assessor's Parcel Number(s) listed below. The District may cause this Water Waiver for Pressure to be recorded.

APN: _____

Street: _____

City: _____

Owner (Name as it appears on Grant Deed)

Owner (Name as it appears on Grant Deed)

Dated: _____