

(Exhibit B)

DEVELOPMENT AGREEMENT
Financial Guarantee Not Required

THIS DEVELOPMENT AGREEMENT is made and entered into by and between

and the Arapahoe County Water and Wastewater Authority (“ACWWA”) for Project

(the “Project”).

RECITALS

WHEREAS, Developer desires to construct certain water and/or sewer facilities for connection to ACWWA water and/or sewer systems (“Facilities”), which Facilities are described in ACWWA approved plans entitled _____ (“Plans”) and approved and dated _____ by ACWWA’s Development Review Consultant; and

WHEREAS, such Facilities are to be constructed in accordance with the Plans as approved by ACWWA’s Development Review Consultant and the Rules and Regulations of ACWWA.

COVENANTS

NOW, THEREFORE, for and in consideration of the premises and promises contained herein, Developer and ACWWA agree as follows:

1. Developer shall build the Facilities in accordance with ACWWA-approved Plans.
2. Developer shall comply with the Rules and Regulations of ACWWA, including, but not limited to, ACWWA Rules and Regulations concerning plans and specifications, permits, inspections, and warranties.
3. Under ACWWA Rule 4.8.3, a “Financial Guarantee” has been determined to **not be required for this Project** based on the design features presented for review. This determination does not relieve you of any other financial or other obligation as required by ACWWA’s Rules and Regulations, as amended from time to time, including but not limited to the obligation to establish and fund an imprest account under Rule 4.8.2, and the obligation to provide a warranty letter and letter of credit along with the required Conveyance and Acceptance under Rule 4.8.8 i).
 - i. If Developer fails to perform its obligations under this Agreement or ACWWA Rules and Regulations, then ACWWA may determine that Developer is in default of such obligations and ACWWA may seek any remedy available to it at law or in equity, including but not limited to specific performance and/or recovery of its damages, and it may terminate its own performance of any obligation it might have, including providing service to the Project.

- ii. The Developer/Owner shall hold ACWWA harmless for payment to Developer's contractor (or any other contractor or subcontractor hired to perform work on the Project), and shall indemnify ACWWA for any loss or damage that may directly or indirectly be occasioned by the construction and/or installation of any water, non-potable water, or sewer mains. In addition, Developer (and/or the Applicant if different than the Developer) shall indemnify ACWWA for any loss or damage that may directly or indirectly be occasioned by the construction and/or installation of any water, non-potable water, or sewer mains over and above the amount of any constructed facilities for this proposed Project.
4. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for any action to enforce this Agreement shall be exclusive in the county in which the Facilities are to be located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer and ACWWA have executed this Agreement to
be effective as of the _____ day of _____, 20____.

DEVELOPER:

By: _____

Its: _____

ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY

By: _____

Its: _____