

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into by and between  
\_\_\_\_\_ ("Developer")  
and the Arapahoe County Water and Wastewater Authority ("ACWWA") for Project  
\_\_\_\_\_.

### **RECITALS**

WHEREAS, Developer desires to construct certain water and/or sewer facilities for connection to the ACWWA water and/or sewer systems ("Facilities"), which Facilities are described in the 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 the 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. a. Developer agrees that it shall provide and maintain a letter of credit or cash deposit (collectively “Financial Guarantee”) to secure its obligations under this Agreement as required by, and conforming to, ACWWA Rule 4.8.3 in an initial amount not less than \$ \_\_\_\_\_ for the Facilities identified in the ACWWA approved Plans and the construction cost estimate, attached hereto as Exhibit A (Cost Estimate), to secure all performance, payment, and warranty obligations. The applicable Financial Guarantee shall be in effect beginning no later than \_\_\_\_\_ and expiring no sooner than the date that ACWWA finally accepts the Facilities as provided in the ACWWA Rules and Regulations.

b. If Developer fails to perform its obligations under this Agreement or the ACWWA Rules and Regulations, then ACWWA may determine that Developer is in default of such obligations and ACWWA may draw on the Financial Guarantee.

c. The Financial Guarantee shall hold the Authority harmless for payment to Applicant’s contractor, and shall indemnify the Authority 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, Applicant shall indemnify the Authority 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 Financial Guarantee.

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:

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By: \_\_\_\_\_

Its: \_\_\_\_\_

ARAPAHOE COUNTY WATER AND  
WASTEWATER AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_