

DEVELOPER-AUTHORITY AGREEMENT NO. \_\_\_\_\_  
STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called Developer) and BENBROOK WATER AUTHORITY (hereinafter called Authority).

WITNESSETH:

For an in consideration of the mutual covenants, promises, and agreements of the parties hereto, each such covenant, promise and agreement to be well and truly kept and performed, the parties agree:

1. Developer is a(n) \_\_\_\_ individual \_\_\_\_ partnership \_\_\_\_ corporation, doing business in Tarrant County, Texas, whose address is \_\_\_\_\_
2. The Authority is a Conservation and Reclamation District created under the laws of the State of Texas and organized for the purpose of supplying water and wastewater services, whose address is 1121 Mercedes Street, Benbrook, Texas.
3. Developer represents to the Authority that Developer proposed to subdivide and/or to develop a certain tract or parcel of land, as hereinafter described, lying and being in the County of Tarrant, State of Texas, and within the corporate municipal limits of the City of Benbrook or is so situated with reference to said City as to require approval of its proposed development and of a plat thereof by said City, or the appropriate officials thereof, under the statutes of this State.
4. Developer hereby agrees to provide water and/or wastewater services and facilities to the hereinafter described property, when the described property has been platted and/or subdivided into lots and blocks, with dedication of appropriate and required utility easements for water and wastewater lines; and subject to all other requirements contained herein.
5. The tract or parcel of land referred to herein is more particularly described as the No. \_\_\_\_\_ filing of \_\_\_\_\_ subdivision to the City of Benbrook, Texas, and consists of \_\_\_\_\_ lots and/or blocks of the above filing and has been properly recorded in Cabinet \_\_\_\_\_, Slide \_\_\_\_\_ of the Deed Records of Tarrant County.
6. This Agreement shall be subject to the provisions of Resolution 90-5 as adopted by the Authority's Board of Directors on April 18, 1990, which Resolution is hereby incorporated herein by reference. None of the following requirements shall be construed as meaning the Developer will pay any costs associated with construction or inspection of over-sizing as described in Paragraph 5, Section V of said Resolution.
7. It is expressly understood and agreed by the parties hereto that executing of this agreement does not bind the Authority to participate in or contribute to the cost of any

improvements described herein other than the costs associated with construction or inspection of over-sizing as described in Paragraph 5, Section V, of said Resolution.

8. Developer agrees to pay the entire cost of construction including engineering, administration and inspection as prescribed by the above, of all water and/or wastewater lines as well as all capital improvements required for, and unique to, said development (i.e. elevated tanks, ground tanks, booster stations, as shown by this contract) and required to be installed in connection with the above described property or any part hereof as shown by the plat.
9. Developer agrees to require the Contractor to furnish the Authority:
  - a. A performance bond for 100% of the contract price, in the name of the Authority and the Developer; and
  - b. A payment bond for 100% of the contract price, in the name of the Authority and the Developer; and
  - c. A two-year maintenance bond for 100% of the contract price, in the name of the Authority.
10. Said bonds are to be furnished to the Authority in conjunction with this Agreement.
11. Developer shall pay to the Authority, in cash, its share of the Water Facility Capital Improvements Share Charge. The cash payment will include a fee equal to 7.5% of the water and wastewater contract amount for inspection and administration. Said payment must be made at the time this Agreement is submitted for consideration by the Authority's Board of Directors.
12. Developer specifically understands and agrees that Developer will not begin the installation of the facilities referred to herein until the Developer has made the required payment as stipulated in Paragraph 10 hereinabove, has executed this agreement, and has complied with all other requirements herein contained.
13. All estimates of cost, plans and specifications for, and inspection of construction of the facilities for the supplying of water and wastewater services as herein provided shall be approved by the Authority's Engineer and/or General Manager.
14. Developer will require the Contractor to allow all construction to be subject to inspection at any and all times by Authority representatives, and not to install and water or wastewater facilities unless an inspector designated by the Authority is present and gives consent to proceed.
15. Developer will require the Contractor to have such tests made as the Authority may require.
16. Developer agrees to make this Agreement, as well as the Standard Specifications of the Authority (except as they are modified by the plans and specifications approved by the Authority's General Manager) an integral part of the contract with a contractor to construct any or all of the facilities involved.

17. Upon execution hereof Developer shall be given one copy, and the Authority shall retain two copies, one which, with all exhibits, shall be immediately delivered to the Authority's Engineer and the other to become part of the Authority's permanent records.
18. All water and/or wastewater facilities, required capital improvements, and their appurtenances constructed under this Agreement shall, upon completion and acceptance by the Authority, become the property of the Authority.
19. Upon Completion of contract, Developer will require his engineer to provide the Authority with as-builts in electronic format. Acceptable formats are AutoCAD (.dwg files), Microstation (.dgn files) or DXF files.

Developer further covenants and agrees to, and by these presents does hereby, fully indemnify, hold harmless and defend the Authority, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by said Developer, his contractors, sub-contractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said Developer, his contractors, sub-contractors, officers, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first herein written in three counterparts, each of which shall be deemed an original.

DEVELOPER

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_

BENBROOK WATER AUTHORITY

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
Secretary President

\_\_\_\_\_  
Engineer for Authority

ACKNOWLEDGEMENTS

CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is ascribed to the foregoing instrument, and acknowledged to me that the same was the act of the said \_\_\_\_\_, a CORPORATION, and that he/she executed the same as the act of such Corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGEMENTS

INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is ascribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGEMENTS

BENBROOK WATER AUTHORITY

STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is ascribed to the foregoing instrument, and acknowledged to me that the same was the act of the said BENBROOK WATER AUTHORITY, and that he/she executed the same as the act of such Corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_