

MAXWELL WATER SUPPLY CORPORATION DEVELOPER'S AGREEMENT

STATE OF TEXAS

COUNTY OF _____

THIS AGREEMENT is made and entered into this the _____ day of _____ 20__ by and between MAXWELL WATER SUPPLY CORPORATION, PO Box 158, Maxwell, Caldwell County, Texas, 78656 and _____ of _____ County, State of Texas. (hereinafter referred to as Developer). Said parties mutually covenant and agree that:

- (1) At the time of execution of this document, Developer shall pay to Maxwell Water Supply Corporation a guaranteed water fee of \$4,450.00 per meter platted and approved for the development. Developments within the Extra-Territorial Jurisdiction (ETJ) of a municipality will be assessed an additional fee for fire flow. Said sum is non-refundable.
- (2) Developer will obtain, assign (whether land owned by developers or otherwise), cause to be recorded and deliver to Maxwell Water Supply Corporation and in the name of Maxwell Water Supply Corporation all necessary easements and/or right of ways for the installation and maintenance of said water lines. Said easements and/or right of ways shall be of record prior to Maxwell's commencement of installation of water lines. Developer further agrees that all easements will meet easement and right of way specifications of the USDA Recd's and Maxwell Water Supply Corporation.
- (3) Developer shall bear all costs of installation, including but not limited to materials and labor for the water lines from the point designated by Maxwell water Supply Corporation to the point of each meter required under Exhibit "A".
- (4) At the time of signing, Developer shall place on deposit with Maxwell Water Supply Corporation all the cost of construction up to \$50,000.00. If the cost of construction exceeds \$50,000.00, then the developer is responsible for \$50,000.00 initially and before the \$50,000.00 has been expended in the construction process, the Developer will be responsible for paying the balance of the construction cost.
- (5) Maxwell Water Supply Corporation will install all the platted meters at the location indicated on the plat during the construction process.
- (6) Developer agrees that said water lines shall become the property of Maxwell Water Supply Corporation upon completion of construction.

(7) Maxwell Water Supply Corporation will provide water to Development in accordance with USDA, Texas State Health Department and any applicable federal, state and local rules and regulations that are now in existence or shall be promulgated by competent Municipal, Court, State and Federal Government.

(8) Any changes or modifications herein shall be in writing.

(9) This agreement is made perform able in Caldwell County, Texas.

Executed this, the _____ day of _____, 20_____.

MAXWELL WATE SUPPLY CORPORATION

By: _____

By: _____

(name of Development)

(name of Developer)

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20_____

By _____ of MAXWELL WATER SUPPLY CORPORATION, a Texas Corporation, on behalf of said Corporation.

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ 20_____

By _____

Notary Public in and for the State of Texas