

## **JOHNSON COUNTY WASTEWATER DEVELOPER BOND OPTIONS**

**THE DEVELOPER'S RESPONSIBILITIES:** A three-year bond option is required from the site Developer to ensure the repair of any Johnson County Wastewater (JCW) manholes damaged or buried by site improvements and/or development-related activities associated with the project. It is also the responsibility of the Developer to make adjustments to the manholes to match the final grade. The Developer is required to repair any manholes that are damaged or raise any manholes that have been buried (or lower manholes that are found to be too high) during development of the project. JCW will collect the entire amount of the funds secured by the bond option should the Developer fail to repair a damaged manhole or adjust a manhole to grade within 30 days of notification from JCW.

The Developer must provide the three-year bond option in the form of one of the following JCW forms:

- \* Developer Bond
- \* Escrow Agreement
- \* Irrevocable Letter of Credit
- \* Developer Agreement

Each of the bond options and instructions for completing the chosen option are described below. When the sewer project plans are released for construction, the Developer is reminded that the bond option is due by carbon copy on the plan release letter. Information on where the bond option documents are available is also provided. The bond option shall be provided by the Developer before JCW will issue connection permits in the project area.

**BOND OPTION AMOUNT:** The amount of the bond option is calculated at the rate of \$300 per new manhole(s) and existing manhole(s) that the new main(s) will connect to as illustrated on the main extension plan set. Where no new manholes are proposed, the number of existing manholes within the project boundary shall be used to calculate the bond option amount. The minimum bond option amount shall not be less than \$900, regardless of the number of manholes.

**BOND OPTION EXPIRATION:** The Developer bond option expires three years from the date the project was accepted by JCW. Upon bond period expiration, JCW returns the expired bond option to the Developer named on the bond option, provided there are no outstanding damaged or raised or buried manholes to correct. If the Developer changes during the three-year bond option period, a new Developer bond option from the new Developer shall be provided to replace the original Developer bond option. The original bond option shall be returned to the original Developer who provided the original bond option.

STATUS: Go to the Main Line Status web page at <http://jcwprojects.jocogov.org/planlist.asp> for the status of JCW's acceptance of the Developer bond option. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. The Main Line Status page can also be reached by going to JCW's website [www.jcw.org](http://www.jcw.org) and selecting the "Main Line Status" link from the main menu on the Engineering Maps page. If you do not have internet access, contact the Permit Group, 913-715-8520, for assistance.

PERMIT ISSUANCE: A Developer bond option is not required to start construction of the sanitary sewer main project; however, the Developer bond option shall be provided to and accepted by JCW before sewer permits shall be issued for the project.

COMPLETING THE BOND OPTION FORMS: A blank Bond Option Form, instructions for completing the form, and a completed example are provided for each bond option. These forms may be altered only where specifically noted and may not be retyped. The Bond Option Forms can be completed on-line and printed for use. Please complete the bond option forms as noted in the instruction paragraphs. The form for the Irrevocable Letter of Credit must be copied on the issuing Bank's letterhead. The project name, district information and project acceptance date to be included on the Bond Option Form are provided for each project on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. The Main Line Status page can also be reached by going to JCW's website, [www.jcw.org](http://www.jcw.org), and selecting the "Main Line Status" link from the main menu on the Engineering Maps page. The Permit Group, 913-715-8520, can assist you in completing the forms.

DEVELOPER BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, hereinafter referred to as "Developer," and \_\_\_\_\_, as Surety, are held and firmly bound unto Johnson County Wastewater, Johnson County, Kansas, in the full and just sum of \$\_\_\_\_\_, for payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas "Developer," upon completion of the installation of Sanitary Sewers, (and same has been certified by the Engineer and accepted by Johnson County Wastewater as having been built in accordance with the approved plans and specifications,) is now proceeding with additional development activities upon the property; and whereas, the Developer assumes liability for damage to sewage facilities proximately caused thereby when said damage is caused by or due to development-related construction activities, for the period of three years beginning on the date of final acceptance for the project known as \_\_\_\_\_, Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_.

NOW, THEREFORE, if said Developer shall guarantee the above work for a period of three (3) years from date of final acceptance, then the obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_  
Principal (Signature and Print Name)

by \_\_\_\_\_  
Surety Attorney-in-fact (Signature and Print Name)

\_\_\_\_\_  
Address, Phone, and Fax

**Power of Attorney attached.**

Date of Final Acceptance: \_\_\_\_\_, 20\_\_\_\_\_

## TO COMPLETE THE “DEVELOPER BOND” FORM:

1. The JCW Developer Bond Form may be altered only where specifically noted and may not be retyped. The Form may be completed on-line and printed for use.

The amount of the Developer Bond option is determined by multiplying the number of required manholes included within the boundaries of the project by \$300 (\$900 minimum). The required number of manholes can be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page.

2. The required bonding period is three years from JCW’s final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the bond is submitted prior to JCW’s final acceptance date, JCW will insert the final acceptance date on the bond document provided the bonding company submits a letter authorizing JCW to insert the final acceptance date. The date of the Power of Attorney for the bond must match the execution date listed on the bond.
3. All SSD, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW’s final acceptance date, etc. information must be included on the bond and must match JCW records for the project. The information can be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Construction tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page. See the following Developer Bond EXAMPLE for aid in completing the information required on the bond form.
4. The Developer Bond must be signed by the Developer and by the bonding company. All signatures must include the typed or printed name below the signature line. The bond and the Power of Attorney must include a legible seal from the bonding company. A seal press or rubber stamp may be used. If a seal press is used, the seal must be inked.
5. The Developer Bond must be submitted to and accepted by JCW before sewer connection permits will be issued for the project.

DEVELOPER BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Development Company, as Principal, hereinafter referred to as "Developer," and Bonding Company, as Surety, are held and firmly bound unto Johnson County Wastewater, Johnson County, Kansas, in the full and just sum of \$ \$300 x # of manholes (\$900 min.), for payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas the "Developer," upon completion of the installation of Sanitary Sewers, (and same has been certified by the Engineer and accepted by Johnson County Wastewater as having been built in accordance with the approved plans and specifications,) is now proceeding with additional development activities upon the property; and whereas, the Developer assumes liability for damage to sewage facilities proximately caused thereby when said damage is caused by or due to development-related construction activities, for the period of three (3) years beginning on the date of final acceptance date for the project known as Project name from main extension plan set (Usually: Subdivision name, Plat #, Phase #), Sub-District Example:BR08, LSD Example: 7, Section Example: 6.

NOW, THEREFORE, if said Developer shall guarantee the above work for a period of three (3) years from date of final acceptance, then the obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_  
Principal (Signature and Print Name)

by \_\_\_\_\_  
Surety Attorney-in-fact (Signature and Print Name)

\_\_\_\_\_  
Address, Phone, and Fax

**Power of Attorney attached.**

Date of Final Acceptance: \_\_\_\_\_, 20\_\_\_\_\_



## **TO COMPLETE THE “ESCROW AGREEMENT” FORM:**

1. The JCW Escrow Agreement Form may be altered only where specifically noted and may not be retyped. The Form may be completed on-line and printed for use.
2. The amount for the agreement is determined by multiplying the required number of manholes included within the boundaries of the project by \$300 (\$900 minimum). The number of manholes can be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page.
3. The required escrow period is three years from the final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the Escrow Agreement is submitted prior to JCW’s final acceptance date, JCW will insert the final acceptance date on the agreement document provided the Bank submits a letter authorizing JCW to insert the final acceptance date.
4. All District, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW final acceptance date, etc. information must be included on the Escrow Agreement and must match JCW records for the project. This information can be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Construction tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page. See the following Escrow Agreement EXAMPLE for aid in completing the information required on the Agreement form.
5. The Escrow Agent and the Developer must sign the Escrow Agreement and the signatures must be notarized. All signatures must include the typed or printed name below the signature and the Escrow Agent’s title must be included.
6. The Escrow Agreement must be submitted and accepted by JCW before sewer connection permits will be issued for the project.

JOHNSON COUNTY WASTEWATER  
ESCROW AGREEMENT  
FOR GUARANTEE AGAINST DAMAGE TO SEWER FACILITIES  
AS A RESULT OF DEVELOPMENT-RELATED ACTIVITIES

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between  
\_\_\_\_\_  
(Bank) \_\_\_\_\_, hereinafter referred to as the "Escrow Agent," and  
\_\_\_\_\_  
(Development Company) \_\_\_\_\_, hereinafter referred to as the "Developer,"  
is entered into to comply with Johnson County Wastewater's requirements for ensuring the repair of any manholes  
damaged or buried during development-related activities.

The Developer agrees to purchase and deliver to the Escrow Agent a Certificate of Deposit issued by a Kansas bank or  
savings and loan association in the amount of \$ (# of manholes x \$300 (\$900 min)), which amount the Developer  
warrants is the amount established by Johnson County Wastewater as the required bond. The Developer may not assign,  
pledge as security for any loan, or otherwise encumber the certificate during the period of this agreement.

In order to permit the sale of sewer connection permits within the (Project name from main extension plans) project,  
also known as Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_. The Developer hereby grants Johnson County  
Wastewater a security interest in the following described property: Certificate of Deposit number \_\_\_\_\_, in the  
amount of \$ \_\_\_\_\_ to be held in trust by the Escrow Agent for and made payable to Johnson  
County Wastewater to secure payment for repair of facilities damaged by development-related activities.

The Escrow Agent hereby acknowledges receipt of notification of Johnson County Wastewater's security interest in the  
above described property.

The Escrow Agent acknowledges receipt of the aforesaid certificate and will not return said certificate to the Depositor nor  
allow said certificate to be assigned, pledged, or otherwise encumbered during the period of this agreement except as  
provided below. The Escrow Agent shall remit interest on the certificate annually to the Developer.

In the event the Developer fails to repair damage to Johnson County Wastewater's facilities after thirty (30) days written  
notice thereof, the Escrow Agent, upon written demand from Johnson County Wastewater, shall remit the proceeds of the  
Certificate of Deposit and any interest accrued to date of notification to Johnson County Wastewater or its authorized  
agent. Upon such remittance to Johnson County Wastewater, this agreement shall be deemed terminated.

This agreement shall expire three (3) years from the date of final acceptance of the construction of sanitary sewer, said  
date being \_\_\_\_\_ 20\_\_. Upon expiration of the agreement, the Escrow Agent is authorized to  
release the Certificate of Deposit to the Developer if no notice of damage to the facilities of Johnson County Wastewater  
has been sent to the Developer. A copy of any notice to the Developer shall also be mailed to the Escrow Agent.

Nothing in this agreement shall be so construed to increase the liability of the Escrow Agent beyond the amount and  
provisions of this agreement.

Dated at \_\_\_\_\_ (Bank) \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Escrow Agent Signature, Print Name and Title

\_\_\_\_\_  
Developer Signature and Print Name

\_\_\_\_\_  
Address, Phone and Fax

\_\_\_\_\_  
Address, Phone and Fax

NOTARY  
State of \_\_\_\_\_ )  
\_\_\_\_\_)  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_ Notary Public

DATE: \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT

AMOUNT: \_\_\_\_\_

LETTER OF CREDIT NO. \_\_\_\_\_

TO: Johnson County Wastewater  
11811 S. Sunset Drive, Suite 2500  
Olathe, KS 66061-7061

The \_\_\_\_\_ hereby establishes its Irrevocable Letter of Credit authorizing you to draw on the \_\_\_\_\_ for the account of \_\_\_\_\_ for a sum or sums not exceeding a cumulative total of \_\_\_\_\_ available by your single draft at sight for 100% of value to be accompanied by the original Letter of Credit. The conditions of this obligation are such that the Developer, \_\_\_\_\_, is now proceeding with additional development activities upon the property and assumes liability for damage to sewage facilities, Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_, proximately caused thereby when said damage is caused by or due to development-related construction activities for \_\_\_\_\_ a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas.

In the event discrepancies on the manholes for the above mentioned project are found during the three (3)--year inspection, all funds under this Letter of Credit shall be made available, upon delivery of your sight draft, together with your written notice stating the nature of the discrepancy.

The draft must be dated and presented to \_\_\_\_\_ for payment no later than the close of the \_\_\_\_\_ regular business day on \_\_\_\_\_. The draft must be marked "Drawn under the \_\_\_\_\_ Kansas, Letter of Credit Number \_\_\_\_\_".

This credit is subject to Article V of the Uniform Commercial Code as enacted in the State of Kansas (and subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500").

The \_\_\_\_\_ agrees that this credit shall be duly honored on due presentation to the drawee by drawers, endorsers and bona fide holders hereof drafts in compliance with the terms stated herein.

Payment cannot be made unless the above document is furnished exactly as requested.

\_\_\_\_\_

BY \_\_\_\_\_  
Signature (and Print Name) and Title

\_\_\_\_\_  
Address, Phone and Fax

## **TO COMPLETE THE “LETTER OF CREDIT” FORM:**

1. The JCW Letter of Credit Form may be altered only where specifically noted.. The form may not be retyped; however, the form for the Irrevocable Letter of Credit must be copied on the issuing Bank’s letterhead. The Form may be completed on-line and printed for use.
2. The amount for the Letter of Credit is determined by multiplying the number of required manholes included within the boundaries of the project by \$300 (\$900 minimum). The number of manholes can be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page.
3. The required Letter of Credit period is three years from the JCW final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the Letter of Credit is submitted prior to JCW’s final acceptance date, JCW will insert the final acceptance date on the Letter of Credit document, provided the Bank submits a letter authorizing JCW to insert the final acceptance date.
4. All District, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), final acceptance date, etc. information must be included on the Letter of Credit and must match JCW records for the project. This information can also be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Construction tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page. See the following Letter of Credit EXAMPLE for aid in completing the information required on the Letter of Credit form.
5. The Bank representative issuing the Letter of Credit must sign the Letter of Credit and the signature must be notarized. The signature must include the typed or printed name below the signature and the Bank representative’s title must be included.
6. The Letter of Credit must be submitted and accepted by JCW before sewer connection permits will be issued for the project.

DATE: \_\_\_\_\_

**COPY ONTO ISSUING BANK'S LETTERHEAD**

**IRREVOCABLE LETTER OF CREDIT**

AMOUNT: \_\_\_\_\_

LETTER OF CREDIT NO. \_\_\_\_\_

TO: Johnson County Wastewater  
11811 S. Sunset Drive, Suite 2500  
Olathe, KS 66061-7061

The \_\_\_\_\_ (*BANK*) hereby establishes its Irrevocable Letter of Credit authorizing you to draw on the \_\_\_\_\_ (*BANK and ADDRESS*) for the account of \_\_\_\_\_ (*DEVELOPER and ADDRESS*) for a sum or sums not exceeding a cumulative total of \_\_\_\_\_ (*\$300 x # OF MANHOLES (\$900 min)*) available by your single draft at sight for 100% of value to be accompanied by the original Letter of Credit. The conditions of this obligation are such that the Developer, \_\_\_\_\_ (*DEVELOPER*), is now proceeding with additional development activities upon the property and assumes liability for damage to sewage facilities, Sub-District \_\_\_\_\_, LSD \_\_\_\_\_, Section \_\_\_\_\_, proximately caused thereby when said damage is caused by or due to development-related construction activities for (*Project name from main extension plan set. Usually: Subdivision, Plat #, Phase #*), a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas.

In the event discrepancies on the manholes for the above mentioned project are found during the three (3) year inspection, all funds under this Letter of Credit shall be made available, upon delivery of your sight draft, together with your written notice stating the nature of the discrepancy.

The draft must be dated and presented to \_\_\_\_\_ (*BANK*) for payment no later than the close of the \_\_\_\_\_ (*BANK*) regular business day on \_\_\_\_\_ (*THREE YEARS FROM DATE OF JCW FINAL ACCEPTANCE*). The draft must be marked "Drawn under the \_\_\_\_\_ (*BANK*) Kansas, Letter of Credit Number \_\_\_\_\_".

This credit is subject to Article V of the Uniform Commercial Code as enacted in the State of Kansas (and subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500").

The \_\_\_\_\_ (*BANK*) agrees that this credit shall be duly honored on due presentation to the drawee by drawers, endorsers and bona fide holders hereof drafts in compliance with the terms stated herein.

Payment cannot be made unless the above document is furnished exactly as requested.

\_\_\_\_\_ (*BANK*)

BY \_\_\_\_\_  
Signature (and Print Name) and Title

\_\_\_\_\_  
Address, Phone and Fax

JOHNSON COUNTY WASTEWATER  
DEVELOPER AGREEMENT  
FOR GUARANTEE AGAINST DAMAGE TO SEWER FACILITIES  
AS A RESULT OF DEVELOPMENT-RELATED ACTIVITIES

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "DEVELOPER"), and Johnson County Wastewater (hereinafter referred to as the "COUNTY"),

WITNESSETH:

WHEREAS, the DEVELOPER has completed and the COUNTY has formally accepted construction of sanitary sewers upon certain property located within Sewer Sub-District No. \_\_\_\_\_, LSD No. \_\_\_\_\_, Sec. \_\_\_\_\_, \_\_\_\_\_ a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the DEVELOPER wishes to proceed with additional development activities upon the PROPERTY; and

WHEREAS, the COUNTY requires assurance that funds are available to make repairs in the event the sanitary sewer facilities located on the PROPERTY are damaged by such additional development activities; and

WHEREAS, in order to provide such assurance that the DEVELOPER is willing to assume responsibility to repair such damages and to deposit the required security with the COUNTY.

NOW THEREFORE, in consideration of the covenants and terms of this AGREEMENT, the COUNTY and the DEVELOPER agree as follows:

1. The DEVELOPER agrees to deposit the sum of \$\_\_\_\_\_, payable to the COUNTY, for the purpose of securing payment for any future repairs to the sewer facilities on the PROPERTY proximately caused by the DEVELOPER'S additional development activities thereon.

2. In the event the DEVELOPER fails to repair to the COUNTY'S satisfaction any damage to the sewer facilities located on the PROPERTY proximately caused by such additional development activities conducted by or on behalf the DEVELOPER within thirty (30) days from the provision of written notice of such damage by the COUNTY to the DEVELOPER, the COUNTY shall retain all such deposited funds and any interest accrued thereon and this AGREEMENT shall upon such occurrence be deemed terminated. Written notice of such damage by the COUNTY shall be sent by U.S. Mail, postage prepaid, to the DEVELOPER at the address set forth below.

3. Provided no such damage to the sewer facilities occurs, or if it does occur and it is repaired to the COUNTY'S satisfaction within such thirty (30) day notice period, this AGREEMENT shall otherwise terminate upon the expiration of three (3) years from the date of final acceptance by the



## **TO COMPLETE THE “DEVELOPER AGREEMENT” FORM:**

1. The JCW Developer Agreement Form may be altered only where specifically noted and may not be retyped. The Form may be completed on-line and printed for use.
2. The amount for the Developer Agreement is determined by multiplying the number of required manholes included within the boundaries of the project by \$300 (\$900 minimum). The number of manholes can be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Bonds and As-Builts tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page.
3. The required agreement period is three years from JCW’s final acceptance date (i.e. the date the JCW Inspection Department accepts the project). If the agreement is submitted prior to JCW’s final acceptance date, JCW will insert the final acceptance date on the bond document, provided the Developer submits a letter authorizing JCW to insert the final acceptance date.
4. All SSD, LSD, Section, project name from the main extension plan set (usually the subdivision name, plat, and phase), JCW’s final acceptance date, etc. information must be included on the Developer Agreement and must match JCW records for the project. This information can also be found on the Main Line Status page, <http://jcwprojects.jocogov.org/planlist.asp>. Select the project name from the drop down menu on the Main Line Status page and select the Construction tab. The Main Line Status page can also be reached by going to JCW’s website, [www.jcw.org](http://www.jcw.org), and selecting the “Main Line Status” link from the main menu on the Engineering Maps page. See the following Developer Agreement EXAMPLE for aid in completing the Agreement form.
5. The Developer must sign Page 2 and his signature must be notarized. All signatures must include the typed or printed name below the signature.
6. The Developer Agreement Form, including a cashier’s check, must be submitted and accepted by JCW before sewer connection permits will be issued for the project.

JOHNSON COUNTY WASTEWATER  
DEVELOPER AGREEMENT  
FOR GUARANTEE AGAINST DAMAGE TO SEWER FACILITIES  
AS A RESULT OF DEVELOPMENT-RELATED ACTIVITIES

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (*DEVELOPER*) \_\_\_\_\_ (hereinafter referred to as the "DEVELOPER"), and Johnson County Wastewater (hereinafter referred to as the "COUNTY"),

WITNESSETH:

WHEREAS, the DEVELOPER has completed and the COUNTY has formally accepted construction of sanitary sewers upon certain property located within Sewer Sub-District No. \_\_\_\_\_, LSD No. \_\_\_\_\_, Sec. No. \_\_\_\_\_, (*Project name from main extension plan set. Usually: Subdivision, Plat #, Phase #*), a subdivision in the City of \_\_\_\_\_, Johnson County, Kansas (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the DEVELOPER wishes to proceed with additional development activities upon the PROPERTY; and

WHEREAS, the COUNTY requires assurance that funds are available to make repairs in the event the sanitary sewer facilities located on the PROPERTY are damaged by such additional development activities; and

WHEREAS, in order to provide such assurance that the DEVELOPER is willing to assume responsibility to repair such damages and to deposit the required security with the COUNTY.

NOW THEREFORE, in consideration of the covenants and terms of this AGREEMENT, the COUNTY and the DEVELOPER agree as follows:

1. The DEVELOPER agrees to deposit the sum of  $\$ (\$300 \times \# \text{ OF MANHOLES } (\$900 \text{ min}))$ , payable to the COUNTY, for the purpose of securing payment for any future repairs to the sewer facilities on the PROPERTY proximately caused by the DEVELOPER'S additional development activities thereon.
2. In the event the DEVELOPER fails to repair to the COUNTY'S satisfaction any damage to the sewer facilities located on the PROPERTY proximately caused by such additional development activities conducted by or on behalf the DEVELOPER within thirty (30) days from the provision of written notice of such damage by the COUNTY to the DEVELOPER, the COUNTY shall retain all such deposited funds and any interest accrued thereon and this AGREEMENT shall upon such occurrence be deemed terminated. Written notice of such damage by the COUNTY shall be sent by U.S. Mail, postage prepaid, to the DEVELOPER at the address set forth below.

3. Provided no such damage to the sewer facilities occurs, or if it does occur it is repaired to the COUNTY'S satisfaction within such thirty (30) day notice period, this AGREEMENT shall otherwise terminate upon the expiration of three (3) years from the date of formal acceptance by the COUNTY of the DEVELOPER'S construction of the sanitary sewer main system on the PROPERTY, said date of acceptance being \_\_\_\_\_, 20\_\_ (date may be completed by the COUNTY). Upon such expiration of this AGREEMENT, the COUNTY shall authorize payment to the DEVELOPER of the sum representing the principal amount of the funds originally placed on deposit less accrued interest.

4. Accrued interest shall be retained by the COUNTY to cover the expenses incurred in administration of this AGREEMENT.

DEVELOPER:

JOHNSON COUNTY WASTEWATER:

BY: \_\_\_\_\_  
Signature

RECEIVED BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone and Fax

NOTARY

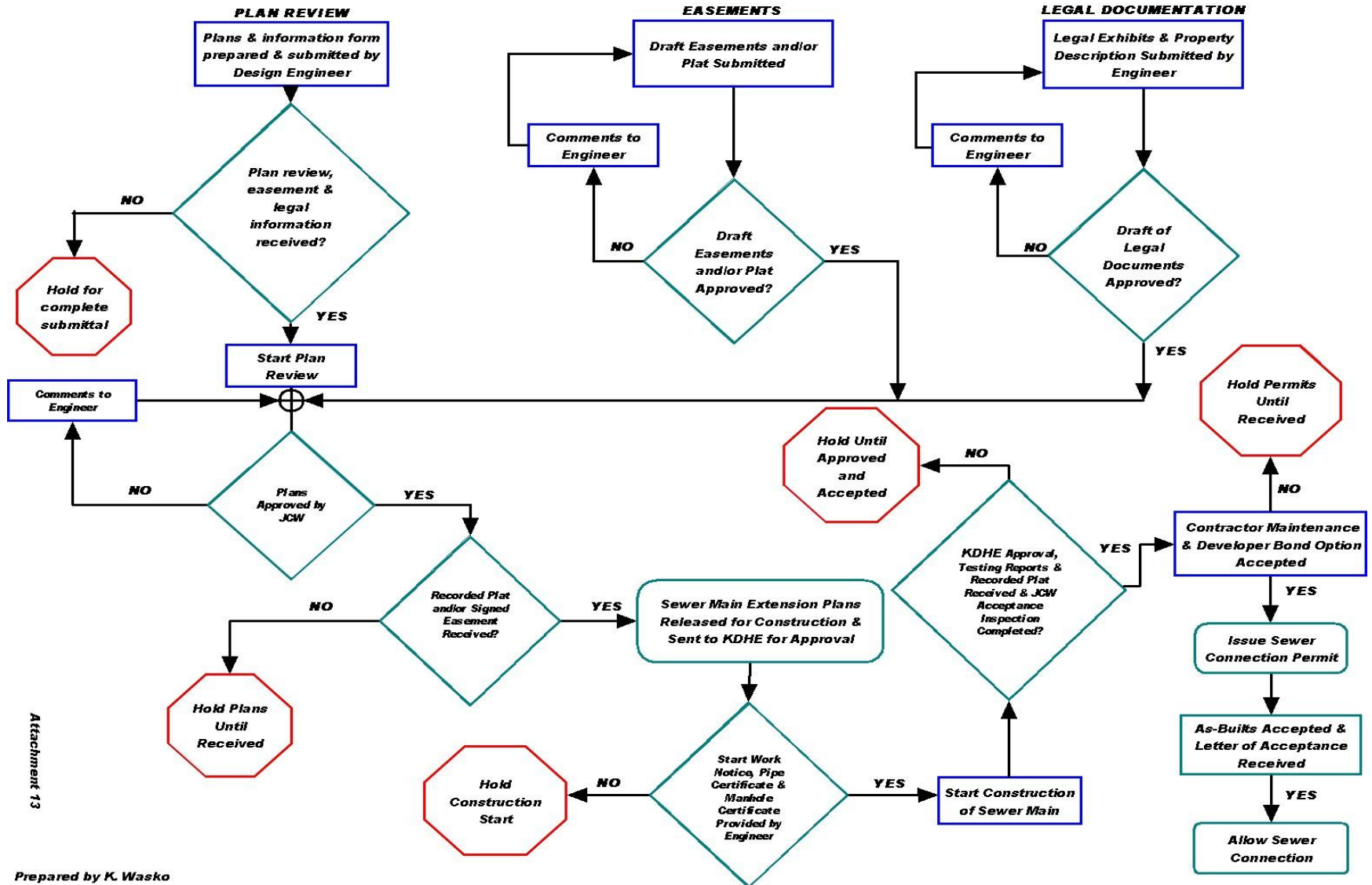
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**JOHNSON COUNTY WASTEWATER  
FLOW CHART FOR SEWER MAIN EXTENSION APPROVALS**



Attachment 13