



REFUND CONTRACT NO.

## **REFUND CONTRACT DECLARATION**

### **DEVELOPMENT LEGAL DESCRIPTION OF PROPERTY:**

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### **DEVELOPER/OWNER:**

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### **ADDRESS:**

NUMBER \_\_\_\_\_ STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

### **CERTIFIED REFUND INTENT**

- ☐ I accept the terms of this Refund Contract (the "Contract") and request the adjacent mains fees collected by the City of Lubbock (the "City"), for the infrastructure improvements ("Improvements") on the developed property listed above (the "Property"), be released to me as a refund within 6 (six) months of receipt.
- ☐ I hereby knowingly, and willingly waive the right to a refund for adjacent mains fees for Improvements accepted by the City on behalf of the Property (including all lines not shown in "Exhibit A") due to separate agreements made with adjacent property owners or for any other reason.

The City and the undersigned developer, Property owner, and/or authorized representative of the developer or Property owner, pursuant to Section 22.05.015 of the City of Lubbock Code of Ordinances, does hereby enter into this Contract for Water and/or Sewer Infrastructure. The execution of which is upon acceptance of infrastructure by the City, which requires infrastructure development that is performed in accordance with Section 22.05.010, including, but not limited to receipt of as-builts of the water and sewer improvements as outlined in the City of Lubbock Public Works Engineering Minimum Design Standards and Specifications.

The parties hereto, by execution of this Contract, acknowledge and agree that the amount of the refund, if any, shall ultimately be determined, in part, on the number of adjacent property owners electing to connect to the infrastructure during the term of the Contract, and further paying the appropriate adjacent main fee. During the term of this Contract, the City shall hold, in trust, adjacent main fees collected in connection with the Property, and periodically release funds therefrom, to eligible applicants, for any associated extensions. The City makes no representation as to, nor does it warrant, the amount of refund eligible under the Contract, and the City is under no obligation to pay, from its own funds, any portion of the refund. The lines subject to this Contract are attached as "Exhibit A" (which shall include record

drawings including the water and sewer refund calculation spreadsheet for each line the developer is requesting the refund of fees collected), attached and incorporated herein.

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The term of this refund contract shall be fifteen (15) years from the date of execution, and in no case shall the City be liable to issue refunds after such term. No interest shall accrue or be paid on any funds held by the City.

PRINTED NAME OF DEVELOPER/ PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

BELOW TO BE COMPLETED BY THE CITY

Lines Accepted On: \_\_\_\_\_

Authorized By the City:

LUBBOCK ASSISTANT CITY MANAGER

PRINTED NAME

DATE