

RESIDENTIAL MAINTENANCE BOND

KNOW BY ALL MEN BY THESE PRESENTS: That we _____
Of _____ County, State of _____ as Principal and _____
As Surety, are held and bound unto Newton County Water and Sewerage Authority in the sum of
_____ lawful money of the United States of America, for the payment whereof well
And truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly
by these presents.

The condition of the foregoing obligation is such that

WHEREAS, the above bounden Principal has made application for approval of a Plat subdividing
Certain property of the principal: and

WHEREAS, said plat has been approved by the Engineering Department of Newton County
Water and Sewerage Authority under terns that a bond is required of said Principal and good
and sufficient surety payable to Newton County Water and Sewerage Authority and conditioned
that the Principal shall well and truly maintain all streets, right-of-way, water and sewer systems,
as shown on said plat and drainage facilities in accordance with the minimum standard
requirements of Newton County Water and Sewerage Authority in force as of the date of said
approval; and

WHEREAS, the Principal has entered into a certain contract with Newton County Water and
Sewerage Authority, dated the _____ day of _____, 20_____, in which Principal
Agrees and warrants that as a condition precedent to approval by the Engineering Department of
Newton County Water and Sewerage Authority of a plat subdividing certain property of the
Principal entitled, _____ all streets, rights-of way, water and sewer systems and
drainage facilities shown on said plat shall be maintain in accordance with the standards
aforesaid; and

WHERAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said
Contract, then this obligation shall be void, otherwise to remain in full force and effect. Upon
failure of the Principal in the performance of the terms and conditions of said contract, then the
Surety shall be liable in payment to Newton county Water and Sewerage authority of a sum not
to exceed \$_____ for the cost of completing the terms and conditions set forth
under the contract entered by the Principal with Newton county Water and Sewerage Authority.

SIGNED, SEALED AND DELIVERED the _____ day of _____ 20_____
In the presence of:

ATTEST:

PRINCIPAL _____ (SEAL)

RESIDENTIAL MAINTENANCE AGREEMENT

Newton County Water and Sewerage Authority

THIS AGREEMENT, made this _____ day of _____, 20____, by

And between _____, hereinafter called the "owner"

as party of the first part, and Newton County Water and Sewerage Authority, a

political subdivision of the State of Georgia, herein after called Authority, as party of the second part.

WITNESSETH: That, Whereas Owner had submitted to the Authority a plat subdividing the property if the owner, a copy of which is on file of the Building and Zoning of Newton county, said plat entitled: _____ (hereinafter referred to as the "plat").

NOW THEREFORE, and in consideration of the mutual covenants and agreements hereinafter contained, and as a condition precedent to the approval of the plat, the parties

Hereto, for themselves, their successors and assigns, do mutually agree as follows:

1.

All water and sanitary sewer systems as show on the plat shall be laid out and constructed in accordance with the minimum standard requirements of Newton county Water and Sewerage Authority in force as of the date of this Agreement, with said construction to be completed no later than the _____ day of _____, 20____. The cost of such construction estimated by the Engineering Department.

2.

The owner hereby warrants to the Authority that said water and sewer systems shall be constructed in compliance with said minimum standard requirements of Newton county Water and Sewerage Authority. Provided, however, that this warranty shall apply only in such instances of noncompliance

with such standard requirements as to which the Authority shall have given written notice to the owner on or before the _____ day of _____, 20_____, said date being one (1) year from the date of the completion of the construction of said water and sanitary systems and the acceptance of said water mains and sanitary systems for public purposes by the Authority.

3.

The owner agrees to furnish to the Authority a bond of other acceptable security with good and sufficient surety acceptable to the Authority in the sum of \$ _____,

Representing the above stated estimated construction cost, guaranteeing the faithful performance of this agreement.

4.

Owner hereby agrees to indemnify Authority and hold/Authority harmless from any and all damages which Authority may suffer and from any and all liability, claims, demands, attorney's fees and costs of defense, of judgment against any claims brought or actions filed against the Authority where such claims or actions are rightfully or wrongfully brought or filed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

SIGNED, SEALED AND DELIVERED in the presence of:

OWNER; _____

WITNESS

_____ (SEAL)

NOTARY PUBLIC (SEAL)

SIGNATURE

EXPIRATION DATE

(AFFIX CORPORATE SEAL)

NAME (TYPED OR PRINTED)

TITLE

ATTEST: _____

SIGNATURE

NAME (TYPED OR PRINTED)

CORPORATE SECRETARY

NEWTON COUNTY WATER AND SEWERAGE AUTHORITY

BY: _____

MICHAEL HOPKINS (SEAL)

EXECUTIVE DIRECTOR

NEWTON COUNTY WATER AND SEWERAGE AUTHORITY

ATTEST: _____

DEBBIE CURTIS

SECRETARY/TREASURER

NEWTON COUNTY WATER AND SEWERAGE AUTHORITY

LETTER OF CREDIT

Newton County Water and sewerage Authority
11325 Brown Bridge Road
Covington, GA 30016

Gentlemen:

We hereby establish our irrevocable letter of credit no. _____

In your favor for the amount of _____

Up to the aggregate amount of _____

Dollars effective immediately and available by your draft(s) drawn at sight on this bank, and
Accompanied by documents specified below covering the value of materials and work necessary to correct any
deficiencies arising out of or in any way connected with the construction of
_____ (name of subdivision) _____

Documents required:

Statement form Newton County Water and Sewerage authority, over the signature of the
Executive Director of Newton county Water and Sewerage Authority, setting forth the cost of
Labor and materials necessary to correct any deficiencies in the construction of water mains, sewer lines, and
related matters with the minimum standard requirements of Newton County Water and
Sewerage Authority, address to:

_____ (name of developer) _____

Giving notice on or before one (1) year from the completion of the construction of said water
mains, sewer lines, and related matters and the acceptance of same for public purposes by Newton County Water
and Sewerage Authority, setting forth such date of completion and
acceptance and the cost of labor and materials necessary to correct such deficiencies.

We hereby agree that draft(s) drawn under and in compliance with the terms and conditions of
this letter of credit shall be duly honored upon presentation and delivery of the documents to us, if
drawn and presented to us for negotiation on or before one (1) year after written notice of the
deficiencies specified above has been given on or before _____, 20_____,
whichever is earlier, signed, sealed and delivered this _____ day of _____, 20_____.

BY: _____
(Signature and title)

WITNESS: _____

NOTARY PUBLIC: _____

SAMPLE FORM

NOTE: This letter of credit must be on letterhead from bank, etc.
Signature must be notarized

LETTER OF ESCROW

Newton County Water and Sewerage Authority
11325 Brown Bridge Road
Covington, Georgia 30016

Gentlemen:

RE:

This is to advise that _____
Is holding \$ _____, in escrow, as a guarantee that the water and sewer
systems in connection with the _____ will be constructed
and/or maintained in accordance with Newton County Water and Sewerage Authority
specifications and standards, this money will not be released until such time as we are
notified in writing by the Inspection Department of Newton county Water and Sewerage
Authority that the work has been properly and satisfactorily done in accordance with your
specifications. Further, in the event the work is not done and it becomes necessary to complete
this work, we will release to the Newton county Water and Sewerage Authority Finance
Department the funds required, based on the attestation signed by the Executive Director of
Newton County Water and Sewerage Authority.

Sign Here

(Signature and Title) Print Here

NOTE: This letter of escrow must be on letterhead from bank, etc.
Signature must be notarized.

SAMPLE FORM

DATE: October 12, 1999

TO: Newton County Water and Sewerage Authority

From: Administrative / Engineering Division

REF: Amendment To

Water/ Sewer Development Regulations

Request to amend the Water and Sewer Development Regulations
Section #106.00 Titled One Year Maintenance, and to create and include a Subsection #106.05
To read as follows:

Subsection #106.05

The One Year Maintenance / Performance Period Shall be assured in the amount of ten (10%) percent of total construction cost of all utilities to be dedicated to the Newton County Water and Sewerage Authority. This guarantee shall be satisfied By a monetary surety in the form or Cash, Letter of Escrow, Letter of Credit or Maintenance Bond and submitted on attached forms as incorporated.

BE IT RESOLVED by the Newton County Water and Sewerage Authority, under the provisions of "WATER AND SEWER REGULATIONS" that the procedures for One Year Maintenance Bond attached hereto and made a part hereof, be and the same hereby adopted by and for the Newton County Water and Sewerage Authority.

ADOPTED AND APPROVED by the Newton County Water and Sewerage Authority
This the _____ day of _____, 1999

NEWTON COUNTY WATER AND SEWERAGE AUTHORITY

Chairman _____
Mark Patrick

Attest: _____
Secretary/treasure