

RESIDENTIAL MAINTENANCE BOND

KNOWN 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 (“NCWSA”) 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 NCWSA under terms that a bond is required of said Principal and good and sufficient surety payable to NCWSA 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 NCWSA in force as of the date of said approval; and

WHEREAS, the Principal has entered into a certain contract with NCWSA, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in which Principal agrees and warrants that as a condition precedent to approval by the Engineering Department of NCWSA 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 maintained in accordance with the standards aforesaid; and

WHEREAS, 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 NCWSA 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 NCWSA.

SIGNED, SEALED AND DELIVERED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

In the presence of:

\_\_\_\_\_(SEAL)

PRINCIPAL

\_\_\_\_\_

ATTEST

RESIDENTIAL MAINTENANCE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "OWNER" as party of the first part, and NCWSA, a political subdivision of the State of Georgia, herein after called NCWSA, as party of the second part.

WITNESSETH: That, whereas OWNER had submitted to NCWSA a plat subdividing the property of 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").

NOWHEREFORE, 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 shown on the plat shall be laid out and constructed in accordance with the minimum standard requirements of NCWSA 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 NCWSA that said water and sewer systems shall be constructed in compliance with said minimum standard requirements of NCWSA. Provided, however, that this warranty shall apply only in such instances of noncompliance with such standard requirements as to which NCWSA 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 NCWSA.

3.

The OWNER agrees to furnish to NCWSA a bond of other acceptable security with good and sufficient surety acceptable to NCWSA in the sum of \$\_\_\_\_\_, representing the above stated estimated construction cost, guaranteeing the faithful performance of this agreement.

4.

Owner hereby agrees to indemnify NCWSA and hold NCWSA harmless from any and all damages which NCWSA 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 NCWSA 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:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

\_\_\_\_\_(SEAL)  
SIGNATURE  
(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

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

EMILY MILLS  
SECRETARY/TREASURER

LETTER OF CREDIT

Newton County Water and Sewerage Authority

11325 Brown Bridge Road

Covington, Georgia 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 \_\_\_\_\_.

Documents required:

Statement from NCWSA, over the signature of the Executive Director of NCWSA, 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 NCWSA, addressed to: \_\_\_\_\_, 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 NCWSA, 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: \_\_\_\_\_

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,

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 NCWSA specifications and standards. This money will not be released until such time as we are notified in writing by the Inspection Department of NCWSA 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 NCWSA Finance Department the funds required, based on the attestment signed by the Executive Director of NCWSA.

\_\_\_\_\_

Print Name and Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Notary Public

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