

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

NOTARY PUBLIC (SEAL)
EXPIRATION DATE

_____(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

NEWTON COUNTY WATER AND SEWERAGE AUTHORITY

ATTEST: _____

EMILY MILLS

SECRETARY/TREASURER

NEWTON COUNTY WATER AND SEWERAGE AUTHORITY