

2.

It is understood and agreed that the said installations are to be made in accordance with SJWD Standards and Specifications, as approved by the Executive Director, and in accordance with all federal, state and local laws and regulations. Contractor shall be properly licensed and bonded. Certificate of Insurance must be attached to this document.

3.

The Developer agrees to warrant the new construction for one year. Any and all costs of maintenance, up keep and repair to the installations made under this Agreement shall be borne by the Developer, and the District is hereby relieved of any duty, obligation or responsibility for such maintenance, upkeep or repair of said installations for a period of one (1) year from the date of completion. Thereafter, the maintenance, upkeep and repair of said installations in the easement shall be performed by the District.

4.

No water service(s) will be allowed until all fees and expenses are paid.

5.

Is is understood and agreed that if roads in the subdivision are to be private, the Homeowners Association and/or the individual property owners shall be responsible for the aforementioned replacements and for the cost of any repairs to the water main or service lines. The Developer agrees that the following provisions will be included in the deed restrictions stated in the Spartanburg County Subdivisions Regulations and will provide proof thereof:

(a) In the event the Homeowners Association does not properly maintain the easement roads, the District will discontinue water service to the subdivision after a notice of 30 days. Notice means delivery via certified mail, return receipt requested, directed to the Homeowners Association at the address provided to the District by the Association.

(b) Installation of the water main and service lines will be the responsibility of the Developer who shall transmit ownership of the water main and service lines to the Homeowners Association. The water main will be installed in the easement according to District standards, under the District's supervision and by contractor approved by the District.

(c) The District will not be responsible for the replacement of any grass, shrubbery, landscaping materials, asphalt, gravel or any other driveway or roadway, materials resulting from repairs or the installation and maintenance of meters. All maintenance and repairs to the water main in the easement shall be performed by the District.

(d) Stub-outs for service lines will be placed to the lot centerlines for all lots on the opposite side of road from the proposed water main. This and the installation of the water main by the contractor will be at no cost to the District. The exact placement and materials to be used shall be specified and approved by the District.

(e) In the event the road becomes county or state maintained, the above regulations will no longer apply and the ownership of the water mains and all appurtenances will automatically vest in the District.

6.

Special Provision(s):

IN WITNESS WHEREOF the parties to this Agreement has hereunto set their hands and seals the day and year first above written.

Developer

**SJWD Water District
General Manager**

Print Name:

Stephen M. Caston
Print Name:

Signature:

Signature:

Date:

Date:

Notary

Notary

Date

Date

Seal

Seal