STATE OF SOUTH CAROLINA}	DEVEL OPER	AGREEMENT
COUNTY OF SPARTANBURG }	DE VELOTER	AGREEMENT
THIS AGREEMENT made and entered into this	day of	, 20,
between the Commissioners of Startex-Jackson	-Wellford-Duncan Wate	r District, Lyman, S.C.,
herein referred to as the District and		
hereinafter referred to as Developer.		
WITNE	SSETH:	
WHEREAS, the Developer is desirous of making owned by him, which said property is more particle.		7
WHEREAS, the District is charged with the su within the Startex-Jackson-Wellford-Duncan Wa		
WHEREAS, the parties hereto are desirous of obligations in connection with the proposed Developer.		
NOW, THEREFORE,		
KNOW ALL MEN BY THESE PRESENTS, the (\$1.00) Dollar paid by each party hereto to acknowledged, and the mutual covenants and pragree as follows:	o the other, the receip omises hereinafter conta	ot of which is hereby
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The property in which the water main installat particularly described as follows:	ions are to be made by	the Developer is more
which said property is located inside the limits District service area.	of the Startex-Jackson-V	Wellford-Duncan Water

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
regulations will no longer apply and the ownership of the water mains and all
appurtenances will automatically vest in the District.

Special Provision(s):	6.
IN WITNESS WHEREOF the passeals the day and year first above	parties to this Agreement has hereunto set their hands and e written.
Developer	SJWD Water District General Manager
Print Name:	<u>Stephen M. Caston</u> Print Name:
Fillit Name.	Finit Name.
Signature:	Signature:
Date:	Date:
Notary	Notary
Date	Date
Seal	Seal