SANDY SPRINGS WATER DISTRICT ("District") DEVELOPER AGREEMENT

Policies of Sandy Springs Water District for the installation of water mains, fire taps, housing developments, line extensions, subdivisions....

Commencement:

Prior to the start of the project, the developer shall agree to the policies here within and shall sign an agreement unconditionally deeding to the District all interest the developer may have in the water system constructed in and/or to the development. In turn, the District will agree to incorporate the water system improvements and additions into its present water system and agrees to operate, maintain and service such system in a like manner as it does all other parts of its present system.

An estimate for the entire cost of the project will be prepared by the District's engineer. A 10% deposit shall be paid to the District at the time the developer authorizes the District to proceed with plans, specification and permitting. When the construction permit is obtained from SCDHEC, the balance must be paid in full to the District before construction can begin. The District's engineer will determine when the project is ready for construction to begin and authorize the utility contractor to proceed with the project.

The developer shall pay all cost associated with the construction of the water system in and/or to the development project. The District shall contract with an authorized utility contractor. Only contractors on the District's approved utility contractor list will be allowed to install, construct or perform any work pertinent to the installation of the water system in and/or to the development project. The approved utility contractor shall install all water mains and appurtenances which are to be connected to the District's distribution system. The District's engineer shall design and prepare plans and specifications for the proposed project.

Plans & Specifications:

The District's engineer shall prepare plans and specifications for the proposed work and shall secure the necessary permits from SCDHEC-Bureau of Water, SCDOT, Anderson County Road Maintenance and/or any other permits pertinent to the construction of the water system in the development. The water lines will not be placed into operation until an operating permit is obtained from SCDHEC.

Engineering:

The District retains an engineer to prepare the plans, specifications and inspections for the proposed project. If the developer requests to use its own engineer, there will be an additional 10% cost for the District's engineer to review the plans, specifications and complete on-sight inspections. The District's engineer must give final approval before the project can be considered complete.

Cost:

The District's engineer shall prepare a cost estimate for the proposed project to include labor, material cost, maintenance bond, impact fees, engineering, permitting, inspections and any other fees that may be applicable. All water lines, fire hydrants, service connections and meters are to be included in the material cost. The maintenance bond is 5% of the total cost of the project with a minimum of \$2,500. After 1 year of completion of the project, any monies not expended from the maintenance bond are refundable upon the developer request. However, if the developer has any past due water accounts associated with the project, Sandy Springs Water District will take monies from the maintenance bond to pay the past due accounts. Engineering and inspection fees are 10% of the cost of the work. This is to include plans and specifications for the proposed work and inspections. Permit fees are based on the actual cost of the permit. A cost estimate breakdown will be furnished to the developer. Cost plus 15% of any extra work incurred will be added to the total cost due to any abnormal laying conditions encountered. (Rock excavation, other latent soil conditions, subsurface structures, etc.)

Approved Utility Contractors:

The District's engineer has researched and compiled a list of approved utility contractors. If the developer requests a bid, he/she may also request a utility contractor to be added to the bidders list. The utility contractor must meet all the requirements of the District's engineer. All utility contractors on bid jobs must be able to provide 100% performance, payment and guaranty bond with the District.

Policy Changes:

The District shall have the right to change such policies as may be necessary.

REQUEST FOR WATER LINE ADDITION

SANDY SPRINGS WATER DISTRICT

OWNER'S NAME:
ADDRESS:
CONTACT #:
SUB-DIVISION
NAME:
GEOGRAPHIC DESCRIPTION, ROAD, ETC.:

Attach copies of any information on the addition such as street layout, number of units to be served, fire protection required, estimated start date, estimated completion date, any requirements from financial organizations on development of the proposed facility.

By signing below, the responsible person requesting a water line addition acknowledges receipt of the "Developer Agreement" for the installation of water mains, fire taps, housing developments, line extensions, subdivisions, etc.....

Signature

Date

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

This agreement made this _____ day of ______, 20____, by and between Sandy Springs Water District, hereinafter referred to as "District" and

)

______ hereinafter referred to as "Developer". WHEREAS, the Developer desires to obtain water services from the District and

AGREEMENT

WHEREAS, the Developer acknowledges reading and understanding the latest Policy of Sandy Springs Water District, for detailing water mains and appurtenances in dwellings, housing developments, line extensions, subdivisions, or otherwise.

NOW THEREFORE, in consideration of the mutual promises expressed herein, the parties hereto have agreed as follows:

I.

The Developer agrees to install water lines to plans and specifications satisfactory with the District and its engineer at the following location:

II.

The following completion of all water lines, the District agrees to provide water service to those lines and to all tap owners along those lines.

III.

By signing this agreement, the Developer unconditionally deeds, transfers and assigns all its rights, title and interest in and to all water mains, lines and appurtenances to the District within the development herein described above.

IV.

The Developer further grants, transfers and assigns the District a forty foot (40') construction easement and right-of-way for the purpose of installing and maintaining the water lines. Following construction, the Developer grants unto the District a ten foot (10') right-of-way and easement in perpetuity for maintaining and servicing all water lines as installed.

V.

This agreement shall be governed by the laws of the State of South Carolina.

VI.

This is the entire agreement of the parties. Any oral understanding are hereby made null and void unless expressed herein.

VII.

This agreement is binding upon the successors, heirs and assigns of all parties hereto.

This being the entire agreement of the parties, the parties hereto set their hands and seals on the day and year as aforementioned.

IN THE PRESENCE OF:

Witness as to the District

SANDY SPRINGS WATER DISTRICT BY: _____

Manager

DEVELOPER

BY:

Authorized Agent

Witness as to the Developer