

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

AFFIDAVIT AND  
AGREEMENT OF INDEMNITY  
(Developer/Owner)

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Developer/Owner of Water and/or Sewer System being deeded to Joint Municipal Water & Sewer Commission, referred to herein as “the Developer/Owner”) do hereby swear or affirm:

- (1) I am over 18 years old and I am mentally competent to understand this Affidavit and Agreement of Indemnity.
- (2) I do hereby affirm that I have the authority to execute this document on behalf of the Developer/Owner.
- (3) I am the \_\_\_\_\_ (position) with the Developer/Owner.
- (4) In order to induce the Joint Municipal Water and Sewer Commission (referred to herein as “the Commission”) to take over and/or accept the water and/or sewer system, as applicable, including the easements therewith, on the \_\_\_\_\_ (project), referred to herein as “the project,” do warrant, to the best of my knowledge, that all contractors, subcontractors and material suppliers involved with and/or supplying labor and/or equipment and/or materials to the project have been paid for its/his/her/their labor and/or equipment and/or materials supplied to the project.
- (5) I do hereby affirm that I am not aware of any mechanic’s lien(s) filed against the property upon which the project is located.
- (6) I do hereby affirm that I am not aware of any threats, including verbal threats, of mechanic’s liens made by any contractor(s) or supplier(s), nor am I aware of any contractor or supplier making claim(s) of non-payment on the project.
- (7) The Developer/Owner agrees to defend, indemnify and hold harmless the Commission from and against any and all claims, demands or liabilities, including but not limited to the costs of defending against such claims, demands and liabilities (along with any attorneys’ fees and costs incurred by the Commission) which arise from, or relate in any way, to claims by contractors and/or suppliers of non-payment for its/their labor and/or equipment and/or materials supplied to the project.

(8) In the event any claim(s) are made against the Commission that arise from, or relates in any way, to claims by contractors and/or suppliers of non-payment for its/their labor and/or equipment and/or materials supplied to the project, the Developer/Owner shall:

- a. promptly cause such claims to be discharged by bond and/or other undertakings to the satisfactory of the Commission; and
- b. indemnify and defend the Commission against such claims.

(9) To the best of my knowledge, the water and/or sewer system being accepted by the Commission is free from defects.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
(Representative of Developer/Owner)

SWORN TO and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_