

For Use With:
GENERAL CONSTRUCTION PERMIT

DEVELOPER CUSTOMER'S AND CONTRACTOR'S
PAYMENT AND RECEIPT AFFIDAVIT

STATE OF TEXAS

SAN ANTONIO WATER SYSTEM

COUNTY OF BEXAR

JOB # _____

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared

_____ and _____

_____, who being by me duly sworn, upon oath say:

I, _____,

(Name of Person signing affidavit)

_____ of _____

(Title, if any, of person signing affidavit)

(Name of Firm or Corporation)

("DEVELOPER CUSTOMER"), do hereby represent to the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES (" BOARD ") , and do solemnly swear that DEVELOPER CUSTOMER executed a General Construction Permit with the BOARD, dated the _____ day of _____, 20____, and designated Job No._____, for certain water and/or sewer system improvements described therein, and that the work and General Construction Permit have been completed in accordance with the plans for the project and that all expense items due the CONTRACTOR incurred in connection with said project have been paid in full, and that all liens or rights to fix liens against any part of said project have been satisfied by payment to the CONTRACTOR, his authorized agent or attorney, and full releases of all recorded liens or claims have been secured by settlement and duly filed on record with the County Clerk of Bexar County;

and I, _____

(Name of person signing affidavit)

(Title, if any, of person signing affidavit)

of _____

(Name of firm or Corporation)

This Affidavit should be submitted along with the water and/or sewer system acceptance certificates, project record drawings and warranty documents to:

San Antonio Water System
Development Engineering Division
P. O. Box 2449
San Antonio, Texas 78298
(210) 704-7101

Developer Customer's and Contractor's
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("CONTRACTOR"), do hereby represent to the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ("BOARD") ,and do solemnly swear that CONTRACTOR constructed certain water and/or sewer system improvements, and that the work has been completed according to the plans and General Construction Permit for the project and that all labor, material, supplies , and other costs, including, but not limited to, equipment rental and hire and all expense items incurred in connection with said project have been paid in full; and that all liens and rights to fix liens against any part of said project or the monies, bonds, or warrants due the CONTRACTOR have been satisfied by payment to the claimant, his authorized agent, or attorney, and full releases of all recorded liens or claims have been secured by settlement and duly filed on record with the County Clerk of Bexar County, Texas.

We DEVELOPER CUSTOMER and CONTRACTOR, agree to indemnify, save, and hold the City of San Antonio and the BOARD harmless from any demands, actions, causes of action, damages, compensation, costs, expenses, asserted liens, or claims which may be filed against the City of San Antonio or the Board, or from any expense which either might incur by reason of any such claims or liens resulting from nonpayment of bills owed to any of CONTRACTOR'S subcontractors or suppliers on this job, including, but not limited to, the legal fees and expenses which may be incurred by the City of San Antonio or the BOARD to remove any cloud upon the title to the property; described in said General Construction Permit resulting from the assertion of any such claims or liens.

DEVELOPER CUSTOMER and CONTRACTOR further represent and affirm that all amounts of money and payments due CONTRACTOR from DEVELOPER CUSTOMER under the terms thereof have been paid in full, and that all liens or rights to fix liens against any part of said project to which CONTRACTOR may be entitled have been satisfied by payment to CONTRACTOR, CONTRACTOR'S authorized agent, or attorney, and full releases of all recorded liens or claims have been secured by settlement and duly filed on record with the County Clerk of Bexar County , or in the alternative, title, and interest in and to all improvements constructed under such General Construction Permit and further releases all liens which CONTRACTOR holds or to which CONTRACTOR may be entitled for performance of said General Construction Permit.

CONTRACTOR further represents and affirms that all Federal, State, and Municipal laws were complied with by CONTRACTOR in doing and carrying out the job and project herein referred to and that CONTRACTOR paid the applicable scale of wages.

DEVELOPER CUSTOMER further represents and affirms that all Federal, State, and Municipal laws were complied with by DEVELOPER CUSTOMER in doing and carrying out the job and project herein referred to and that all right, title, and interests in and to such water system improvements as described in said General Construction Permit have been granted, sold, and conveyed free and clear of any liens and encumbrances unto the City of San Antonio for the use and benefit of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES of the City of San Antonio, its successors and assigns.

Developer Customer's and Contractor's
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Executed this _____ day of _____, 20____.

DEVELOPER CUSTOMER

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____
on this the _____ day of _____, 20____.

My commission Expires:

Notary Public, State of Texas

(Print, type or stamp name of Notary)

Executed this _____ day of _____, 20____.

CONTRACTOR

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME BY _____
on this the _____ day of _____, 20____.

My Commission Expires:

Notary Public, State of Texas

(Print, type or stamp name of Notary)