

SECTION 04000
STANDARD DOCUMENTS

PART 1 - GENERAL

1.01 GENERAL

- A. This section provides all the Standard Documents associated with these specifications. No change to the Standard Documents will be allowed without prior approval from LRW.

1.02 RELATED WORK

- A. Section 01100 – Requirements for Developer Funded Projects

PART 2 – Documents

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SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, as Principal; and, _____, as surety are held and firmly bound unto the Little Rock Water Reclamation Authority, as Obligee, in the amount of _____ Dollars _____ for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, upon receiving notice within a period of one year form the date of acceptance of these sanitary sewer lines and appurtenances by the Little Rock Water Reclamation Authority, of defects or necessary maintenance in the following improvements: SANITARY SEWER LINES AND APPURTENANCES THERETO THAT SERVE

_____, shall promptly correct said defects and perform the necessary maintenance in keeping with the requirements of the Little Rock Water Reclamation Authority in accordance with the requirements of SPECIFICATION REQUIREMENTS FOR SANITARY SEWERS, then such obligation shall be null and void; otherwise, it shall remain in full force and effect. Any suit under this bond must be instituted before the expiration of three (3) months from the end of the period of notification referred to in the preceding paragraph thereof.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this _____ day of _____, 20__.

Principal

By: _____

Surety

By: _____

AFFADAVIT OF COMPLETION

The undersigned, owner (if not an individual, by its authorized representative) of the sewer project designated _____, in accordance with the policy adopted by the Little Rock Water Reclamation Commission, does hereby certify under oath that the construction of the sewer facilities in said sewer project were completed in accordance with the approved plans and specifications of the engineer for said project; that the cost of the said project was the total sum of \$ _____; and that all bills and accounts for materials, labor and services have been paid in full; and that all sanitary sewer easements required by Little Rock Water Reclamation Authority for this project are valid, binding, and enforceable.

Executed this ____ day of _____, 20 ____.

Owner's Signature

Printed Name

ENGINEER’S AFFIDAVIT OF ACCURACY
FOR
SANITARY SEWER EASEMENTS AND FACILITIES

The undersigned, _____, under oath for his/her affidavit, as engineer on this project, _____, states that sanitary sewer easements required by Little Rock Water Reclamation Authority (LRWRA) for this project have been obtained, are approved in writing by LRWRA prior to filing, and duly filed of record in the appropriate county court house, and that all sanitary sewer facilities/lines are properly located in the easements, as shown in the “as built” plans and drawings submitted to LRWRA, and otherwise have been constructed in accordance with the Little Rock Water Reclamation Authority Standard Specifications.

Executed this ____ day of _____, 20 ____.

Name

Title

Address (Street Address)

Address (City, State ZIP)

Telephone

E-Mail

RIGHT OF WAY EASEMENT
(CORPORATION)

KNOW ALL MEN BY THESE PRESENT:

THAT _____, **GRANTOR**, a corporation organized under and by virtue of the laws of the State of _____, by _____ its President and _____, its Secretary, duly authorized by proper resolution of its Board of Directors, for and in consideration of the sum of _____ (\$ _____), and other valuable consideration paid by the Little Rock Sanitary Sewer Committee, the receipt of which is hereby acknowledged, do hereby, subject to prior recorded mortgages and easements, if any, grant, bargain, sell and convey unto the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, **GRANTEE**, and unto its successors and assigns forever, the following described easements:

1. **A PERMANENT RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to clear and keep clear the surface of the right-of-way to (a) lay, construct, operate, maintain, repair, replace, reconstruct, test, inspect and add sewer mains and sewer lines whether one or more, and without the payment of additional compensation thereof; (b) keeping the easement clear of all buildings and other improvements of any kind ; and (c) having the right to free ingress and egress across adjacent lands of the **Grantor** to the lands hereinafter described. Subject to prior easement of record and except as hereinafter stated, the Little Rock Sanitary Sewer Committee shall have the exclusive use of this right-of-way and easement; and the **Grantor** may hereinafter use the surface of the easement for any purpose not inconsistent with the rights hereby conveyed, but may not place a building, footing, wall, structure, or other improvement upon the right-of-way except that, after the initial sewer construction is completed, the **Grantor** may pave the easement surface and may use it for driveways, walks or parking areas. The **Grantor** may permit other utility service to cross this easement at approximately right angles, but only if such utilities first comply with whatever specifications the Little Rock Sanitary Sewer Committee and Little Rock Wastewater may designate at the time for the protection of its own facilities. This permanent easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

(Description)

2. **A TEMPORARY RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to remove

necessary trees and obstructions therefrom and to make excavations, store excavated materials, tools, supplies and equipment and provide working space. This temporary easement shall begin when the Little Rock Sanitary Sewer Committee and Little Rock Wastewater commence the initial work on the permanent easement and shall terminate one year after that date or when that work is completed, whichever is earlier. This temporary easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

(Description)

Upon completion of the initial or any subsequent work by the Little Rock Sanitary Sewer Committee, the Little Rock Sanitary Sewer Committee shall backfill and thoroughly compact all excavations to minimize settling and shall level the surface over its excavations and pipelines, remove all excess excavated materials and debris and leave the premises in a clean sanitary condition. If the initial or any subsequent work by the Little Rock Sanitary Sewer Committee damages any improvements or landscaping upon the rights-of-way, Little Rock Sanitary Sewer Committee, at its expense, shall repair or replace the damaged portion with materials of like quality and as nearly as possible to its prior condition.

The execution of this easement does not give the **Grantor** the right to connect to or receive service from any sewer or wastewater facility; the right to make connections and receive service shall be subject to the rules, regulations, policies or ordinances in effect at the time of application.

To have and to hold said easements, rights and privileges unto the **Grantee**, and unto its successors and assigns forever, for the purposes aforesaid,

And **Grantor** covenants with **Grantee**, its successors and assigns, that subject to prior recorded mortgages and easements, if any, it will forever warrant and defend title to said easements and rights against the claims of all persons whomsoever and that **Grantee**, its successors and assigns, shall have at all times the quiet use and enjoyment of said easements and rights.

IN WITNESS WHEREOF, the name of the **Grantor** is hereunto affixed by _____ its President and its seal affixed by _____ its Secretary, this _____ day of _____, 20____.

(CORPORATION NAME)

By: _____
President

ATTEST:

Secretary (Affix Seal)

ACKNOWLEDGEMENT

STATE OF)
)
COUNTY OF)

On this day personally appeared before the undersigned, a Notary Public, within and for the County and State aforesaid, commissioned and acting, _____, to me well

known, who stated that he is the President of _____, and is duly authorized in his/her capacity to execute the foregoing easement for and in the name and behalf of _____, and further stated and acknowledged that he/she has so signed, executed and delivered said easement for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, _____ and _____, joint tenants with rights of survivorship, **GRANTORS**, for and in consideration of the sum of _____ (\$ _____), and other valuable consideration paid by the Little Rock Sanitary Sewer Committee, the receipt of which is hereby acknowledged, do hereby, subject to prior recorded mortgages and easements, if any, grant, bargain, sell and convey unto the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, **GRANTEE**, and unto its successors and assigns forever, the following described easements:

1. **A PERMANENT RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to clear and keep clear the surface of the right-of-way to (a) lay, construct, operate, maintain, repair, replace, reconstruct, test, inspect and add sewer mains and sewer lines whether one or more, and without the payment of additional compensation thereof; (b) keeping the easement clear of all buildings and other improvements of any kind; and (c) having the right to free ingress and egress across adjacent lands of the **Grantors** to the lands hereinafter described. Subject to prior easement of record and except as hereinafter stated, the Little Rock Sanitary Sewer Committee shall have the exclusive use of this right-of-way and easement; and the **Grantors** may hereinafter use the surface of the easement for any purpose not inconsistent with the rights hereby conveyed, but may not place a building, footing, wall, structure, or other improvement upon the right-of-way except that, after the initial sewer construction is completed, the **Grantors** may pave the easement surface and may use it for driveways, walks or parking areas. The **Grantors** may permit other utility service to cross this easement at approximately right angles, but only if such utilities first comply with whatever specifications the Little Rock Sanitary Sewer Committee and Little Rock Wastewater may designate at the time for the protection of its own facilities. This permanent easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

(Description)

2. **A TEMPORARY RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to remove necessary trees and obstructions therefrom and to make excavations, store excavated materials, tools, supplies and equipment and provide working space. This temporary easement shall begin when the Little Rock Sanitary Sewer Committee and Little Rock Wastewater commence the initial work on the permanent easement and shall terminate one year after that date or when that work is completed, whichever is earlier. This temporary easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

(Description)

Upon completion of the initial or subsequent work by the Little Rock Sanitary Sewer Committee, the Little Rock Sanitary Sewer Committee shall backfill and thoroughly compact all excavations to minimize settling and shall level the surface over its excavations and pipelines, remove all excess excavated materials and debris and leave the premises in a clean sanitary condition. If the initial or subsequent work by the Little Rock Sanitary Sewer Committee damages any improvements or landscaping upon the right-of-way, Little Rock Sanitary Sewer Committee, at its expense, shall repair or replace the damaged portion with materials of like quality and as nearly as possible to its prior condition.

The execution of this easement does not give the **Grantors** the right to connect to or receive service from any sewer or wastewater facility; the right to make connections and receive service shall be subject to the rules, regulations, policies or ordinances in effect at the time of application.

To have and to hold said easements, rights and privileges unto the **Grantee**, and unto its successors and assigns forever, for the purposes aforesaid.

And **Grantors** covenant with **Grantee**, its successors and assigns, that subject to prior recorded mortgages and easements, if any, they will forever warrant and defend title to said easements and rights against the claims of all persons whomsoever and that **Grantee**, its successors and assigns, shall have at all times the quiet use and enjoyment of said easements and rights.

And we, _____ and _____, joint tenants with rights of survivorship, for and in consideration of said sum of money, do hereby release and relinquish unto said **Grantee**, and unto its successors and assigns forever, all our right and possibility of curtesy, dower, and homestead in and to the said lands.

Witness our hands this _____ day of _____, 20____.

ACKNOWLEDGEMENT

STATE OF)
)
COUNTY OF)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, to me well known to be the person whose name appears as the GRANTOR in the foregoing instrument, and stated that he/she has executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

ACKNOWLEDGEMENT

STATE OF)
)
COUNTY OF)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, to me well known to be the person whose name appears as the GRANTOR in the foregoing instrument, and stated that he/she has executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, _____ and _____, wife and husband,

GRANTORS, for and in consideration of the sum of _____ Dollars (\$ _____), and other valuable consideration paid by the Little Rock Sanitary Sewer Committee, the receipt of which is hereby acknowledged, do hereby, subject to prior recorded mortgages and easements, if any, grant, bargain, sell and convey unto the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, **GRANTEE**, and unto its successors and assigns forever, the following described easements:

1. **A PERMANENT RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to clear and keep clear the surface of the right-of-way to (a) lay, construct, operate, maintain, repair, replace, reconstruct, test, inspect and add sewer mains and sewer lines whether one or more, and without the payment of additional compensation thereof; (b) keeping the easement clear of all buildings and other improvements of any kind; and (c) having the right to free ingress and egress across adjacent lands of the **Grantors** to the lands hereinafter described. Subject to prior easement of record and except as hereinafter stated, the Little Rock Sanitary Sewer Committee shall have the exclusive use of this right-of-way and easement; and the **Grantors** may hereinafter use the surface of the easement for any purpose not inconsistent with the rights hereby conveyed, but may not place a building, footing, wall, structure, or other improvement upon the right-of-way except that, after the initial sewer construction is completed, the **Grantors** may pave the easement surface and may use it for driveways, walks or parking areas. The **Grantors** may permit other utility service to cross this easement at approximately right angles, but only if such utilities first comply with whatever specifications the Little Rock Sanitary Sewer Committee and Little Rock Wastewater may designate at the time for the protection of its own facilities. This permanent easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

(Description)

2. **A TEMPORARY RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to remove necessary trees and obstructions therefrom and to make excavations, store excavated materials, tools, supplies and equipment and provide working space. This temporary easement shall begin when the Little Rock Sanitary Sewer Committee and Little Rock Wastewater commence the initial work on the permanent easement and shall terminate one year after that date or when that work is completed, whichever is earlier. This temporary easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

(Description)

Upon completion of the initial or any subsequent work by the Little Rock Sanitary Sewer Committee, the Little Rock Sanitary Sewer Committee shall backfill and thoroughly compact all excavations to minimize settling and shall level the surface over its excavations and pipelines, remove all excess excavated materials and debris and leave the premises in a clean sanitary condition. If the initial or any subsequent work by the Little Rock Sanitary Sewer Committee damages any improvements or landscaping upon the rights-of-way, Little Rock Sanitary Sewer Committee, at its expense, shall repair or replace the damaged portion with materials of like quality and as nearly as possible to its prior condition.

The execution of this easement does not give the **Grantors** the right to connect to or receive service from any sewer or wastewater facility; the right to make connections and receive service shall be subject to the rules, regulations, policies or ordinances in effect at the time of application.

To have and to hold said easements, rights and privileges unto the **Grantee**, and unto its successors and assigns forever, for the purposes aforesaid,

And **Grantors** covenant with **Grantee**, its successors and assigns, that subject to prior recorded mortgages and easements, if any, they will forever warrant and defend title to said easements and rights against the claims of all persons whomsoever and that **Grantee**, its successors and assigns, shall have at all times the quiet use and enjoyment of said easements and rights.

And we, _____ and _____, for and in consideration of said sum of money, do hereby release and relinquish unto said **Grantee**, and unto its successors and assigns forever, all our right and possibility of curtesy, dower, and homestead in and to the said lands.

Witness our hands this _____ day of _____, 20__.

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, to me well known to be the person whose name appears as the GRANTOR in the foregoing instrument, and stated that he/she has executed the same for the consideration, uses and purposes therein stated.

And on the same day also voluntarily and personally appeared before me _____, husband/wife of the said _____, to me well known to be the person whose name appears as GRANTOR in the foregoing instrument, and stated that he/she has executed the foregoing instrument of his/her own free will and has signed and sealed the relinquishment of curtesy/dower and homestead therein expressed, for the purposes and consideration therein stated.

In witness whereof, I hereunto set my hand and seal on the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That I, _____, **GRANTOR**, for and in consideration of the sum of _____ Dollars (\$ _____), and other valuable consideration paid by the Little Rock Sanitary Sewer Committee, the receipt of which is hereby acknowledged, do hereby, subject to prior recorded mortgages and easements, if any, grant, bargain, sell and convey unto the City of Little Rock, Arkansas, for the use and benefit of the Little Rock Sanitary Sewer Committee, **GRANTEE**, and unto its successors and assigns forever, the following described easements:

1. **A PERMANENT RIGHT, PRIVILEGE AND EASEMENT** for the purpose of permitting the Little Rock Sanitary Sewer Committee and Little Rock Wastewater to clear and keep clear the surface of the right-of-way to (a) lay, construct, operate, maintain, repair, replace, reconstruct, test, inspect and add sewer mains and sewer lines whether one or more, and without the payment of additional compensation thereof; (b) keeping the easement clear of all buildings and other improvements of any kind; and (c) having the right to free ingress and egress across adjacent lands of the **Grantor** to the lands hereinafter described. Subject to prior easement of record and except as hereinafter stated, the Little Rock Sanitary Sewer Committee shall have the exclusive use of this right-of-way and easement and the **Grantor** may hereinafter use the surface of the easement for any purpose not inconsistent with the rights hereby conveyed, but may not place a building, footing, wall, structure, or other improvement upon the right-of-way except that, after the initial sewer construction is completed, the **Grantor** may pave the easement surface and may use it for driveways, walks or parking areas. The **Grantor** may permit other utility service to cross this easement at approximately right angles, but only if such utilities first comply with whatever specifications the Little Rock Sanitary Sewer Committee and Little Rock Wastewater may designate at the time for the protection of its own facilities. This permanent easement shall be upon the following described lands situated in Pulaski County, Arkansas, to-wit:

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(Description)

Upon completion of the initial or any subsequent work by the Little Rock Sanitary Sewer Committee, the Little Rock Sanitary Sewer Committee shall backfill and thoroughly compact all excavations to minimize settling and shall level the surface over its excavations and pipelines, remove all excess excavated materials and debris and leave the premises in a clean sanitary condition. If the initial or any subsequent work by the Little Rock Sanitary Sewer Committee damages any improvements or landscaping upon the rights-of-way, Little Rock Sanitary Sewer Committee, at its expense, shall repair or replace the damaged portion with materials of like quality and as nearly as possible to its prior condition.

The execution of this easement does not give the **Grantor** the right to connect to or receive service from any sewer or wastewater facility; the right to make connections and receive service shall be subject to the rules, regulations, policies or ordinances in effect at the time of application.

To have and to hold said easements, rights and privileges unto the **Grantee**, and unto its successors and assigns forever, for the purposes aforesaid,

And **Grantor** covenants with **Grantee**, its successors and assigns, that subject to prior recorded mortgages and easements, if any, he will forever warrant and defend title to said easements and rights against the claims of all persons whomsoever and that **Grantee**, its successors and assigns, shall have at all times the quiet use and enjoyment of said easements and rights.

And I, _____, for and in consideration of said sum of money, do hereby release and relinquish unto said **Grantee**, and unto its successors and assigns forever, all my right and possibility of curtesy, dower, and homestead in and to the said lands.

Witness my hand this _____ day of _____, 20__.

ACKNOWLEDGEMENT

STATE OF)
)
COUNTY OF)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, to me well known to be the person whose name appears as the GRANTOR in the foregoing instrument, and stated that he/she has executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

END OF SECTION 04000