

**APPENDIX C**

**WAIVER AND SUBORDINATION OF LIEN**

STATE OF GEORGIA  
COUNTY OF CARROLL

WHEREAS, the undersigned, \_\_\_\_\_,  
(hereinafter referred to as the "Undersigned") has furnished or has contracted to furnish labor, services and/or materials (hereinafter collectively referred to as the "Work") in connection with the improvements of certain real property located in \_\_\_\_\_ County, Georgia, (said real property being more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof, and being hereinafter referred to as the "Property") which property is owned by **CARROLL COUNTY WATER AUTHORITY**; and

NOW, THEREFORE, for and in consideration of the Authority's acceptance of the water system constructed on the Property, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to induce the acceptance by the Authority of the abovementioned improvements, the Undersigned does hereby:

(a) Waive and release any lien or right to lien to the Undersigned on or against said Property on account of Work furnished by the Undersigned for the improvements of said Property on or before the date hereof; and

(b) In the event of lender financing, subordinate any lien or right to lien of the Undersigned on or against said Property to the lien and title of any lender in and to said Property (as granted by lender by the documents evidencing and securing the abovementioned loan) on account of Work furnished by the Undersigned for the improvement of said Property after the date hereof; and

(c) Warrant and represent that any and all parties who have supplied Work to the Undersigned for the improvements of said Property have been paid in full and all amounts accrued by virtue of such Work though and including the date hereof; and

(d) Warrant and represent that the Undersigned (or the individual executing this instrument on behalf of the Undersigned) has personal knowledge of the matters herein stated, and is authorized and fully qualified to execute this instrument as or on behalf of the Undersigned; and

(e) Covenant and agree that this instrument is made in consideration of the payment of the aforesaid sums to the Undersigned, and pursuant to the statutes of the State of Georgia with respect to the liens of laborers and materialmen.

WITNESS the hand and seal of the Undersigned, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Undersigned:

\_\_\_\_\_  
(Seal)

Name:

Title

Signed, sealed, sworn to and  
subscribed before the undersigned  
unofficial witness and notary public

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires