



Land Development Division
(864) 467-4610

SWM Res LID Form – 2/2020

**STORM WATER MANAGEMENT FEATURES
MAINTENANCE / EASEMENT AGREEMENT
(For Single Family Residential Lot LID's)**

Property Owner (s): _____

Mailing Address: _____ City/State/Zip: _____

Daytime Phone No: _____ Evening Number: _____

Site Address: _____

TAX MAP NO: _____ LDD Permit #: _____

TYPE OF STORM WATER MANAGEMENT FEATURES (check all that apply):

- WATER QUALITY BUFFER w/ LEVEL SPREADER**
- VEGETATED FILTER STRIP w/ LEVEL SPREADER**
- MODIFIED FRENCH DRAIN**
- PERMEABLE PAVERS**
- RAIN GARDEN**
- DRY WELL**
- OTHER (Must be approved by G.C.LDD) _____**

I (Owner) accept the responsibility for ownership and proper maintenance of the stormwater management BMP feature(s) for water quantity/quality on the above site per the approved plan and attached survey. I will adequately maintain the Stormwater Management feature(s) and inspect the feature(s) bi- annually or annually. The purpose of the inspection is to assure safe and proper functioning of the feature(s). I will complete any necessary repairs and/or feature(s) maintenance procedures in a timely manner to ensure proper functioning of the stormwater management feature(s). I will not adversely impact my neighboring properties in doing so.

I hereby convey a stormwater easement as shown on the attached exhibit "A" and grant permission to the County of Greenville, its authorized agents and employees, to enter upon the property and to inspect the Stormwater Management/BMP feature(s) whenever it is deemed necessary.

This Agreement shall be binding upon, and inure to the benefit of the Owner and their respective successors and assigns.

I will continue to own and maintain the above noted storm water management/water quality feature(s) until the County is notified in writing of a transfer in ownership and maintenance responsibility. The notification will include a date for the transfer of responsibility and a letter of acceptance from the new owner.

This Agreement imposes no liability of any kind whatsoever on Greenville County and the Landowner agrees to hold Greenville County harmless from any liability in the event the stormwater management/BMP feature(s) fail to operate properly.

I understand that failure to adhere to the signed maintenance / easement agreement may result in fines of up to \$7,500.00 per day, per violation and/or the institution of a court action.

Legal written description of Site/Project for each Stormwater management/water quality feature(s) checked above (includes metes and bounds, phase # etc.) as shown in Exhibit A – STORMWATER MANAGEMENT/WATER QUALITY FEATURE(s) LOCATION MAP:

Sheet #1: EXHIBIT A - STORM WATER MANAGEMENT/WATER QUALITY FEATURE(S) LOCATION MAP

Property Owner Name & Address: _____

Stormwater Management BMP Feature Type: _____

This will be a black and white (minimal shading) drawn plat (8.5 x 11 or 8.5 x 14 size-no larger) as-built survey showing the location of the storm water management feature(s) within a water quality easement in relation to the lot(s) on the plat.

Record and return to:

Greenville County Land Development
301 University Ridge, Suite 3900
Greenville, SC 29601

PLEASE INDEX BY:

- ◆ **PROPERTY OWNER – PRINTED**
- ◆ **DEVELOPMENT COMPANY - PRINTED**
- ◆ **SUBDIVISION NAME - PRINTED**

It is the intent of this Agreement to ensure the proper maintenance of the feature or feature(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect additional liability of any party for damage alleged to result from or caused by storm water runoff.

The Landowner, its administrators, executors, successors, heirs, or assigns hereby indemnifies and holds harmless the County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the County from the construction, presence, existence or maintenance of the feature or feature(s) by the Landowner or the County. In the event a claim is asserted against the County, its authorized agents or employees, the County shall promptly notify the Landowner and the Landowner shall defend at its own expense any suit based on such claim. If any judgment or claims against the County, its authorized agents or employees shall be allowed, the Landowner shall pay for all costs and expenses in connection herewith.

This agreement shall be recorded in the Greenville County Register of Deed's Office, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

Property Owner – Printed Name (above)

Property Owner or Representative – Signature

Witness 1 (printed name above)

Witness 1 (signature above)

Witness 2 (printed name above)

Witness 2 (signature above)

Stage of South Carolina
County of _____ (location of notarization)

On this _____ day of _____ 20 ____,
Before me personally appeared (*owner*)
_____, who provided
satisfactory evidence of his/her identification to be the
person whose name is subscribed to this instrument and
he/she acknowledge that he/she executed the foregoing
instrument by his/her signature.

(Official Seal)

Official Signature of Notary (above)

Notary's printed or typed name (above)
_____ County, SC (notary's residence)

My commission expires: _____

Greenville County Land Development Division
Representative – Printed Name (above)

Greenville County Land Development Division
Representative – Signature

Witness 1 (printed name above)

Witness 1 (signature above)

Witness 2 (printed name above)

Witness 2 (signature above)

Stage of South Carolina
County of _____ (location of notarization)

On this _____ day of _____ 20 ____,
Before me personally appeared (*LDD Representative*)
_____, who provided
satisfactory evidence of his/her identification to be the
person whose name is subscribed to this instrument and
he/she acknowledge that he/she executed the foregoing
instrument by his/her signature.

(Official Seal)

Official Signature of Notary (above)

Notary's printed or typed name (above)
_____ County, SC (notary's residence)

My commission expires: _____