



Land Development Division
301 University Ridge, Ste. 3900
Greenville, SC 29601
(864) 467-4610

COMMERCIAL STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT PROPERTY OWNERS ASSOCIATION (P.O.A.)

Property Owner(s): _____

Tax Map # (s): _____

Name of Development Company (if applicable): _____

Commercial Subdivision / Development Name: _____

Commercial Subdivision / Development Address: _____

Land Disturbance Permit #: _____ Special Pollutant Abatement Permit #: _____

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

- | | |
|---|---|
| <input type="checkbox"/> Natural Stream Buffers | <input type="checkbox"/> Disconnected Impervious Area |
| <input type="checkbox"/> Permeable Paving Surfaces
(Grass or Alternative Medium) | <input type="checkbox"/> Cul de Sac Islands |
| <input type="checkbox"/> Green Roof | <input type="checkbox"/> Level Spreader |
| <input type="checkbox"/> Storm Water Wetland | <input type="checkbox"/> Storm Water Alley |
| <input type="checkbox"/> Detention (Dry) | <input type="checkbox"/> Storm Water Courtyards |
| <input type="checkbox"/> Detention (Dry) with Bio- Retention Cell | <input type="checkbox"/> Infiltration Trench |
| <input type="checkbox"/> Retention (Wet) Pond | <input type="checkbox"/> Infiltration Basin |
| <input type="checkbox"/> Bio-retention Cell | <input type="checkbox"/> Cistern |
| <input type="checkbox"/> Dry Well | <input type="checkbox"/> Sand Filter |
| <input type="checkbox"/> Enhanced Swale / Grass Channel / Vegetated Filter Strip (circle one) | <input type="checkbox"/> Underground Detention |
| <input type="checkbox"/> Manufactured Treatment Devices (MTD's) _____ | |
| Model #(s) _____ | |
| <input type="checkbox"/> Other _____ | |

THIS AGREEMENT, made and entered into this, the _____ day of _____, 20__, by and between _____ (Property Owners) hereinafter called the "Landowner" of the property and Greenville County, hereinafter called the "County". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as: Tax Map/Parcel Identification Number as recorded by deed in the land records of Greenville County, South Carolina, Deed Book and Page(s) and Original Recorded Date, hereinafter called the "Property" as listed below:

Legal written description of Site / Project for each stormwater management facility check above (includes metes and bounds, phase # etc.) as shown in Exhibit A – STORMWATER MANAGEMENT FACILITY / FACILITIES LOCATION MAP:

WHEREAS, the Landowner is proceeding to build on and develop all or a portion of the property as shown on Exhibit A and WHEREAS, the Site Plan/Subdivision Plan known as _____ (site/project name) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for management of storm water, as indicated on Exhibit A, within the confines of the property; and WHEREAS the County and the Landowner, its successors and assigns, including any property owner's association (P.O.A.), agree that the health, safety and welfare of the residents of Greenville County, South Carolina, require that on-site storm water management facilities be constructed and maintained on the Property; and WHEREAS, the County requires that on-site storm water management facility/facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any property owner's association. In the absence of a property owner's association, all owners of property which is designed to drain to a particular storm water management facility in any phase of development shall be equally responsible for inspection, maintenance, and repair of that storm water management facility to which their lot is designed to drain. NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows;

1. The on-site storm water management facility/facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any property owners association shall adequately maintain the storm water management facility/facilities. In the absence of a property owner's association, all owners of property which is designed to drain to a particular storm water management facility/facilities in any phase of development shall be equally responsible for inspection, maintenance, and repair of that storm water management facility to which their lot is designed to drain. This includes all pipes, channels or other conveyances built to convey storm water to the facility/facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these facility/facilities are performing their design function. A Long Term Maintenance Plan containing an inspection schedule and maintenance checklist for all storm water management facility/facilities shall provide information about the storm water management system components so that property owners will know the locations and maintenance needs of the components and structural best management practices and shall be used to check the facility/facilities for inspection as outlined in the Plan's Storm Water Pollution Prevention Plan (SWPPP).
3. The Landowner, its heirs, successors and assigns, shall inspect the storm water management facility/facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facility/facilities. The inspection shall cover the entire facility/facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its heirs, successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facility/facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its heirs, successors and assigns, fails to maintain the storm water management facility/facilities in good working condition acceptable to the County, the County, with due notice, may enter upon the property and take whatever steps necessary to correct deficiencies as identified in the inspection report and to charge the cost of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Landowner outside of the easement for the storm water management facility/facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facility/facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. The Landowner, its heirs, successors and assigns, will perform the work necessary to keep the facility/facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management facility/facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, material, and the like, the Landowner, its heirs, successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the County hereunder. If not paid within the prescribed time period, the County shall secure a lien against the real property in the amount of such costs and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes. The actions described herein are in addition to and not in lieu of any and all legal remedies available to the County as a result of the Landowner's failure to maintain the facility or facilities.

8. It is the intent of this Agreement to ensure the proper maintenance of the facility or facilities 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.
9. The Landowner shall establish an escrow account for the maintenance of the facility or facilities. The escrow account shall be in the amount of \$1,000.00 per SW facility. The escrow account shall be supplemented annually with a sinking fund from property owner's association dues or Landowner payments in accordance with an anticipated maintenance schedule.
10. 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 facility or facilities 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.
11. 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, including any property owner's association. In the absence of a property owner's association, all owners of property which is designed to drain to a particular storm water management facility/facilities in any phase of development shall be equally responsible for inspection, maintenance, and repair of that storm water management facility/facilities to which their lot is designed to drain.

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: _____

Legal written description of Site / Project for each stormwater management facility check above (includes metes and bounds, phase # etc.) as shown in Exhibit A – STORMWATER MANAGEMENT FACILITY / FACILITIES LOCATION MAP:

Sheet #1: EXHIBIT A - STORM WATER MANAGEMENT FACILITY / FACILITIES LOCATION MAP

Subdivision / Development Name: _____

This will be a black and white (minimal shading) drawn plat (8.5 x 11 or 8.5 x 14 size-no larger) showing the location of the storm water management facilities in relation to the lots on the final 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