



**Land Development Division  
(864) 467-4610**

Maint Agree Ftrs Form – 2/2020

**COMMERCIAL STORM WATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT  
(for Single Properties with one owner)**

**PROJECT/ SITE NAME:** \_\_\_\_\_

**TAX MAP #** \_\_\_\_\_ **LAND DISTURBANCE PERMIT #** \_\_\_\_\_

**SPECIAL POLLUTION ABATEMENT PERMIT #** \_\_\_\_\_

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

**NON-STRUCTURAL:**

- \_\_\_ NATURAL STREAM BUFFERS
- \_\_\_ GRASS OR ALTERNATIVE (PERMEABLE) PAVING SURFACES
- \_\_\_ GREEN ROOF

**STRUCTURAL:**

- \_\_\_ STORM WATER WET OR DRY POND
- \_\_\_ STORM WATER WETLANDS
- \_\_\_ BIO-RETENTION CELL
- \_\_\_ ENHANCED SWALE/GRASS CHANNEL/FILTER STRIP
- \_\_\_ UNDERGROUND DETENTION
- \_\_\_ SAND FILTER
- \_\_\_ INFILTRATION TRENCH
- \_\_\_ MANUFACTURED BMP (MTD)
- \_\_\_ OTHER

I (Owner) accept the responsibility for ownership and proper maintenance of the stormwater management water quantity/ quality features and BMP features on the above site per the approved plan and attached survey. I will adequately maintain the Stormwater Management facility(s), inspect the facility(s) annually and submit an inspection report to GC LDD. The purpose to the inspection is to assure safe and proper functioning of the facility. I will complete any necessary repairs and/or features maintenance procedures in a timely manner to ensure proper functioning of the stormwater management features.

The Landowner, its successors and assigns, hereby grant permission to Greenville County, its authorized agents and employees, to enter upon the property and to inspect the Stormwater Management / BMP facilities whenever it is deemed necessary.

It is my understanding that the maintenance plan may be amended / revised at any time by Greenville County and I will abide by any prescribed changes.

I will continue to own and maintain the above noted storm water management/water quality feature/facility 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 features fail to operate properly.

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

\_\_\_\_\_ **Signature of Owner**                  \_\_\_\_\_ **Printed Name of Owner**                  \_\_\_\_\_ **Date**

**Mailing Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Office (daytime) Phone No:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_