State of South Carolina	**)**	**Permanent Stormwater Facility Maintenance**
	)	**and Responsibility Agreement**
County of Greenville	**)**	**Tax Map No. _____**

This Agreement is entered into this _____ day of _____, 20____, by and between _____, (hereinafter referred to as Landowner) and the City of Greenville, a Municipal Corporation and political subdivision of the State of South Carolina (hereinafter referred to as City).

It is agreed as follows:

Landowner Responsible for Stormwater Facility:

The South Carolina Stormwater Management and Sediment Reduction Act of 1991 (§48-14-10, et. seq.) and Regulation 72-308 provide that a Landowner shall adequately establish and maintain stormwater management/Best Management Practices (BMP) facilities upon making certain improvements to the Landowner's property. This law applies to any individual, partnership, corporation or other entity, constructing a stormwater facility. It also applies to all subsequent owners of the property. The obligation applies to the maintenance of all pipes, equipment, and channels built to convey stormwater to a retention facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater on the property. (All fixtures and graded or excavated improvements for controlling stormwater are herein the "Facility"). Adequate maintenance is herein defined as keeping the Facility in good working condition so that the Facility is performing all of its design functions in accordance with the purposes for which it is designed.

Maintenance Required:

The Landowner, its successors and assigns, will perform the maintenance, repair, and replacement necessary to keep the Facility in good working order. In the event a maintenance schedule for the Facility (including sediment removal) is outlined on the approved plans, the schedule must be followed.

Inspection Required:

The Landowner, its successors and assigns, shall regularly and periodically inspect the Facility in its entirety. Records shall be kept to identify the dates and maintenance performed and shall be made available to the City and the City's request. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover all parts of the Facility including, but not limited to, berms, outlet structures, pond areas, and access roads. The Landowner's failure to inspect shall be treated as a breach of this Agreement just as much as a failure to repair if repair is needed after inspection.

Access Permitted:

The Landowner grants permission to the City, its authorized employees and agents, to enter upon the Property and to inspect the Facility whenever the City deems necessary. The purpose of inspection is

to follow-up on reported or observed deficiencies, to respond to citizen complaints, or to make an inspection if a significant time has passed after the last inspection. The City shall provide the Landowner a copy of the inspection findings and a directive to commence with the repairs if necessary. In the case of multiple Landowners of a single property, notice to one shall suffice as notice to all.

No Duty on the City:

This Agreement creates no affirmative duty on the City to inspect, and it imposes no liability of any kind whatsoever on the City for omissions in inspecting. The Landowner agrees to hold the City harmless from any liability in the event the Facility fails to operate properly due to the Landowner's failure to abide by the terms of this Agreement.

Landowner Covenants:

The Landowner accepts responsibility for ownership and proper maintenance of the stormwater system, the Facility (pond, swales, etc.) on the _____ site located at _____, Greenville, South Carolina, per the approved maintenance plan. Landowner will complete any necessary repairs and/or preventive maintenance procedures in a timely manner to ensure proper functioning as a stormwater management device(s).

Landowner understands that the maintenance plan may be amended or revised at any time by the City in order to address changed conditions or to address conditions not being effectively met by the Facility. Following the City's sending notice, Landowner will abide by any prescribed changes.

This covenant to maintain the Facility shall run with the land. Landowner will continue to own and maintain the Facility until the City is notified in writing of a transfer in ownership and maintenance responsibility. The notification will include a date for the transfer of responsibility which will become effective upon the City's receipt of a letter of acceptance from the new owner. Notwithstanding the provision for a letter of acceptance, any new Landowner shall be responsible for all duties and obligations created by this Permanent Stormwater Facility and Maintenance Responsibility Agreement upon it being executed and filed in the Register of Deeds Office for Greenville County.

Landowner understands that failure to adhere to the signed Maintenance Agreement may result in fines of up to $1,000.00 per day, per violation and /or the institution of a court action, or such other and additional penalties, fines, or assessments as shall be enacted and provided for by the general law of the state or by local regulation lawfully enacted.

(Signatures contained on the next page)

IN WITNESS our hand and seal this ____ day of _____, 20___.

WITNESSES:

_____
Witness 1

_____
Witness 2

LANDOWNER:

_____
(Printed Name)

_____
(Signature)

Its: _____

Mailing Address: _____
_____

Phone Number: _____

WITNESSES:

_____
Witness 1

_____
Witness 2

CITY OF GREENVILLE

BY: _____
Nancy P. Whitworth

ITS: Interim City Manager

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____, (Landowner's name).

_____
Notary Public for South Carolina
My Commission Expires: _____

_____
(Notary's Printed Name)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Nancy P. Whitworth, Interim City Manager for the City of Greenville.

_____
Notary Public for South Carolina
My Commission Expires: _____

_____
(Notary's Printed Name)