

PERMANENT STORMWATER SYSTEM MAINTENANCE AND RESPONSIBILITY AGREEMENT

This Agreement for Permanent Stormwater System Maintenance and Responsibility is entered into this ____ day of _____, between _____ (hereinafter referred to as Landowner) and Lancaster County, a body politic and political subdivision of the State of South Carolina (hereinafter referred to as the County).

It is agreed as follows:

As consideration for a Stormwater and Erosion Control Permit and in order to protect the environment, the undersigned Landowner of the Subject Property, together with their successors and assigns who take or succeed to ownership of the Property or any portion thereof (collectively, "Subsequent Owners"), hereby accept responsibility for the functioning and proper maintenance to all Best Management Practices (BMPs) used by the Landowner for controlling stormwater, including permanent detention and retention ponds, lines of pipe, structures, improvements, and vegetation provided to control the quantity and quality of stormwater, as well as all maintenance access, and more particularly described by deed recorded with the Register of Deeds of Lancaster County, South Carolina, in Deed Book _____, Page _____. The stormwater management Facility (All fixtures and graded or excavated improvements for controlling stormwater are herein the "Facility"), as described in **Exhibit "A" (Attach Maintenance Schedule and Requirements for Post-Construction BMP's)**, will be maintained per the approved Stormwater Maintenance Plan (the "Plan"). An approved copy of this Plan will be kept by the Owner and Subsequent Owners and must be given to all additional Subsequent Owners at the time of any property transfer. If not otherwise provided at time of transfer, the Plan may be available to Subsequent Owners filed under plan review number _____ in the Lancaster County Development Services office. The Landowner and Subsequent Owners agree to complete any necessary repairs and/or preventive maintenance procedures in a timely manner to ensure safe and proper functioning of the Facility in accordance with all applicable local, state, and federal laws, statutes, ordinances, rules, and regulations.

Inspection Required

The Landowner and Subsequent owners shall regularly and periodically inspect the Facility in its entirety. Records shall be kept identifying the dates and maintenance performed and shall be made available to the County and the County's request. The first inspection report shall be submitted no later than 12 months after Notice of Termination (NOT) submission. The Landowner shall provide annual reports to the County, which shall include all records of inspections and maintenance, by January 31 of each year for the prior calendar year. The Landowner's failure to inspect, maintain, or repair the Facility shall be treated as a breach of this Agreement.

Access Permitted and County Inspection

The Landowner grants permission to the County, its authorized employees, and agents, to enter upon the Property for the purpose of investigating and/or inspecting the Facility and discharges from the Facility whenever the County deems necessary. The County shall provide the Landowner a copy of the inspection report and a directive to repair the Facility if necessary.

Maintenance Required

The Landowner shall perform all necessary maintenance to keep the Facility in good working order. Necessary maintenance means keeping the Facility in good working condition so that all parts of the Facility function as designed. The Landowner shall perform any repairs, replacements, or upgrades necessary to ensure the Facility is always maintained. The Landowner shall follow any maintenance schedule for the Facility (including sediment removal) described in the approved Plan.

No Duty on the County

This Agreement creates no affirmative duty on the County to inspect, and it imposes no liability of any kind whatsoever on the County for omissions in inspecting. The Landowner agrees to hold the County 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. The obligations and liabilities created by this instrument shall be binding upon Landowner and Subsequent Owners including all heirs, devisees, administrators, executors, personal representatives, successors and assigns thereof.

Landowner Covenants

The Landowner verifies that common rights of obligations related to the Facility are governed by certain Declaration of Covenants and/or Easements and Restrictions entitled _____, and recorded in Book _____, Page _____ in the Office of the Lancaster County Register of Deeds.

General Provisions

This covenant shall run with the land and shall be binding upon the Landowner, its successors and assigns, including without limitation Subsequent Owners of the Property and any homeowners association (HOA) or property owners association (POA) owning common areas of the Property. The Landowner shall continue to own and maintain the Facility until a deed is recorded conveying the property to a new owner. The Landowner shall notify the County in writing of a transfer in ownership and

maintenance responsibility. The notification must include the recording date, book number, and page number of the deed recorded in the Office of the Lancaster County Register of Deeds.

The Landowner understands that failure to adhere to this Agreement may result a stop-work order, fines, 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.

Stormwater Facility Physical Address	City/State/Zip	Parcel ID No.
Signature of Landowner	Printed Name of Landowner	Date
Landowner Mailing Address	City/State/Zip	Phone Number
Witness		
Witness		

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
 County of _____)

I, the undersigned Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day _____, 20 _____.

(Official Seal)

_____ Official Signature of Notary

_____, Notary Public
Notary's printed or typed name

_____ County, South Carolina

My commission expires: _____