## Georgetown County, South Carolina Stormwater Management BMP Maintenance Agreement

This agreement is entered into this	day of	, 20, by	and between
ho	ereinafter referred to as "Landown	ner" and the George	etown County
Department of Public Services, Stormwa	ter Division hereinafter referred to	as "County."	
	WITNESSETH		
WHEREAS, the Landowner of proper submitted a site development plan for Tax Map	ty identified in Deed Book a project known as , which includes among other fed to as "system," (including all	, Page features, at least o components design	, has, has, located on one stormwater ned to regulate
flow, provide storage for runoff, and/or and	provide water quality protection	and ensure safety	of the system);
WHEREAS, the Landowner will insta Stormwater Ordinance and the South C 1991 (48-14-10, et. Seq.), Regulation 72	arolina Stormwater Management		
WHEREAS, it is in the best interest of of the system; and	both parties and the general publ	ic to ensure proper	maintenance
WHEREAS, a maintenance plan (Atta and approved by the County in conjunct	,	en submitted by th	e Landowner
WHEREAS, both parties desire to ensuthe proper functioning of the system;	are sufficient maintenance to main	ntain the structural	integrity and
<b>NOW, THEREFORE,</b> for and in cons as follows:	ideration of the mutual covenants	s stated below, the	parties agree
adequate completion of the County. Certification structure has, in his profesound engineering princip from design, appropriate b. Assess fees according to	ty after as-built plans and other apple system, have been submitted by shall be made by a Professional Essional opinion, been designed and ples and practices. Where the as-brevised calculations will also be prothe Georgetown County Stormw County if the system is not in good County.	the Landowner and ngineer, who shall od constructed in account condition varied by the enginerater Ordinance Fe	d approved by certify that the cordance with es significantly eer. ee Schedule if
2. The Landowner will:			
	accordance with approved desi	igns. Provide as-b	ouilt data and

drawings, soil reports and other certification requested by the County in order to document

compliance with the approved designs.

- b. Provide maintenance which keeps the system in good working order acceptable to the County. Such maintenance will be provided in perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed after each rainfall occurrence of one (1) inch or more within twenty-four (24) hours.
- c. Agree that the County and agents of the County have a right to ingress and egress for maintenance inspections, and maintenance and repair of the system if deemed necessary by the County and not adequately done by the Landowner within reasonable time after due notice to the Landowner. Sixty (60) days shall normally be regarded as a reasonable time; however such time may be extended if the County, in its reasonable judgment, determines that the necessary repairs cannot be completed within the sixty (60) days and the Landowner is diligently working to complete the required maintenance or repairs. The Landowner will reimburse the County for maintenance and repair costs within ten (10) working days after receiving a request for reimbursement.
- d. Agree to keep written records of inspections and repairs and to provide access to those records to the County upon request.

Owner of
, this day of
ommission Expires:
, employee of Georgetown County
Georgetown, this day of