

INSPECTION AND MAINTENANCE AGREEMENT  
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_,

hereinafter referred to as the "OWNER(S)" of the following property:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, and The Berkeley County Commission,  
hereinafter referred to as the "Commission."

WITNESSETH:

We, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the Commission and agree as follows.

1. THE OWNER(S) shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform necessary landscaping (grass cutting, etc.), trash removal and other regular maintenance.
2. If necessary, the OWNER(S) shall levy regular or special assessments against all present or subsequent owners of property served by the facility to ensure that the facility is properly maintained.
3. The OWNER(S) shall grant the Commission or its agent and contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the facility.
4. Should the OWNER(S) fail to maintain the facility or correct any defects within a reasonable period of time (30 days maximum) after proper written notice by the Commission, the Commission is authorized to perform the necessary maintenance or repairs and may assess the

OWNER(S) served by the facility for the cost of the work, any applicable penalties, and legal fees and court costs, if any. Said assessment shall be against all properties served by the facility and may be placed on the property tax bill of said property and collected as ordinary taxes by the Commission. The OWNER(S) shall maintain perpetual access from public rights-of-way to the facility for the Commission or its agent and contractor.

5. The OWNER(S) shall indemnify and save the Commission harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER shall record this AGREEMENT in the land records of the COUNTY and provide proof to the Commission or its agent prior to start of initial construction.

IN WITNESS WHEREOF, the OWNER(S) and the COMMISSION executed this

AGREEMENT as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

FOR THE OWNER(S)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

FOR THE COMMISSION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_