Stormwater Maintenance Agreements

- 1. The information corresponding with your tax map number can be found on the GIS website at https://gis.beaufortcountysc.gov/Publicworks/index.html
- 2. The Property Owner, page 1 MA (Maintenance Agreement), is the name of the company or individual listed on the Public Works GIS website.
 - a. If the current property owner is different than that listed on the GIS site, supporting documents need to be provided for legal review.
- 3. Tax map numbers must match across all pages. There can only be ONE tax map number per maintenance agreement.
- 4. The legal description, page 2 MA, is taken directly from the GIS site.
- 5. Every BMP must be listed on page 2 of the maintenance agreement and a site map with corresponding labeled BMPs needs to be provided.
 - a. If BMP's are on separate parcels within the development, separate maintenance agreements must be submitted.
- 6. There must be two witness signatures on page 3 of the Maintenance Agreement.
- Land Owner Name, page 3 MA– This is the individual responsible for ensuring the BMP maintenance agreement will be followed. The name of the property owner (page 1 MA, see #2 above) needs to be printed above the Land Owner name.
 - a. For example If Beaufort County is the property owner listed on GIS but John Q. Doe is signing on behalf of the property owner, Beaufort County will be printed above John Q. Doe.
 - b. If an entity owns the property, a Resolution of Directors or official meeting minutes stating that the individual may sign on behalf of the entity needs to be provided for review as part of the submittal.
 - c. The Resolution of Directors or supporting documentation must pre-date the maintenance agreement.
- 8. Signature of Land Owner, page 3 MA This will be the individual signing on behalf of the entity. For example, John Q. Doe would sign here.
 - a. The signature must match the printed name. John Q. Doe cannot sign as John Doe or vice versa.
 - b. Make sure the spelling of names, entities, etc. is consistent throughout ALL documentation.
- 9. All supporting documents need to be submitted together for review or the document will not be accepted.
 - a. The Stormwater Maintenance Agreement, Resolution of Directors and/or meeting minutes, labeled BMP Site Map, and any additional property details, including deeds if the property owner information is incorrect on GIS mapping, should be included.
- 10. All portions of the form need to be filled in their entirety, no blank sections will be accepted.
- 11. Digital signatures are accepted if using a recognized electronic signature program that certifies the signature with an affidavit (i.e. DocuSign).
- 12. You will keep the original documents of ALL versions until after the legal review. Stormwater will then ask for the documents to be mailed or delivered via courier to: Beaufort County Stormwater, 120 Shanklin Road, Beaufort, SC 29906.
- 13. For further questions, please call Beaufort County Stormwater at 843-255-2805.

State of South Carolina)) County of Beaufort)	Permanent Stormwater Facility Maintenance and Responsibility Agreement Tax Map <mark>No<u>. R100 025 000 050B 0000</u></mark>		Commented [PT1]: Only one tax map number per MA (maintenance agreement).
			(maintenance agreement).
This Agreement is entered into	this 01 day of January , 20 21, by and		Commented [PT2]: This date cannot precede the date on
between Beaufort County	, (hereinafter referred to as "Landowner") and the		the Resolution of Directors or supporting ownership
County of Beaufort, political subdivision of the State of South Carolina (hereinafter referred to as			documents.
"County").	X		Commented [PT3]: The Landowner name must match

public records. See "GIS Mapping Explained" for detailed

instructions.

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 County at the County'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 County, its authorized employees and agents, to enter upon the Property and to inspect the Facility whenever the County 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 County shall provide the Landowner a copy of the inspection findings and a directive to commence with the repairs if

Page 1 of 3

necessary. In the case of multiple Landowners of a single property, notice to one shall suffice as notice to all.

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.

Landowner Covenants:

5)

The Landowner accepts responsibility for ownership and proper maintenance of the stormwater system, the Facility (pond, swales, etc.) on parcel # (R100 025 000 050B 0000) located at (property address **and** legal description) POR LOT 25 SEC 27 IN2W PUBLIC WORKS

(see attached site map) Beaufort, South Carolina, per the approved maintenance plan. The specific BMPs on the property are listed below:

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 County in order to address changed conditions or to address conditions not being effectively met by the Facility. Following the County'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. 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 Beaufort 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)

Commented [PT4]: Must match the sole tax map number listed throughout entire document. Commented [PT5]: The legal description must match public records. See "GIS Mapping Explained" for detailed

instructions.

Commented [PT6]: List each BMP included and labeled on the site map.

IN WITNESS our hand and seal this <u>1</u>day of <u>January</u>, 20<u>21</u>.

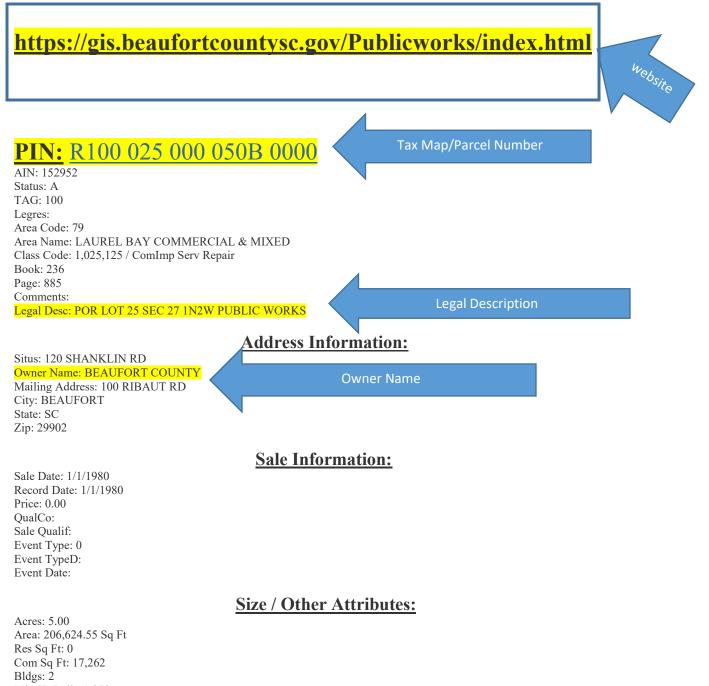
	Beaufort County		
Witness Dre			Commented [PT7]: There must be two witness signatures.
WITNESS 1 Witness 7110	Land Owner Name: John Q. Doe (Print)	$\overline{\}$	Commented [PT8]: Since the Land Owner's Name is a corporation, business, etc., the Land Owner's Name as listed on GIS mapping and as reflected on page 1 of the MA needs to be printed above the signing authority.
WITNESS 2	Land Owner Signature <mark>: John Q. Doe</mark> Mailing Address: <u>1234 Doe Lane</u>		Commented [PT9]: This is the individual responsible for ensuring the BMP maintenance agreement will be followed, the person who has been given signatory responsibility by the entity/corporation/business listed on GIS mapping and as reflected on page 1 of the MA.
	Beaufort, SC 29902 Phone Number: <u>843-255-2805</u>		If an entity/business/corporation owns the property, a Resolution of Directors or official meeting minutes stating the individual may sign on behalf of the entity needs to be provided for review as part of the submittal. See Resolution of Directors page for further instructions.
WITNESS 1	County of Beaufort		Commented [PT10]: This is the signature of the person given signatory responsibility. The signature must reflect the name as printed above and as stated on the attached Resolution of Directors or provided supporting documentation. For instance, this person could not sign <i>John</i> <i>Owe</i> as John Q. Doe was what was printed
	BY:	ľ	Commented [PT11]: Mailing address and Phone Number of the Land Owner.
WITNESS 2	ITS: County Administrator	(Commented [PT12]: This portion will be completed by Beaufort County once the Maintenance Agreement has been accepted for submittal.
STATE OF SOUTH CAROLINA)) A COUNTY OF BEAUFORT)	CKNOWLEDGEMENT		
The foregoing instrument was acknowledged b by John Q. Doe	efore me this <u>1</u> day of <u>January</u> , 20 <u>21</u> , (Landowner's name).		
Notary Public Signature			
Notary Public for South Carolina My Commission Expires: 05/30/2027		(Commented [PT13]: This portion to be completed by a notary public.
/	CKNOWLEDGEMENT		
COUNTY OF BEAUFORT)			
The foregoing instrument was acknowledged b	efore me thisday of, 20, 20, County Administrator for Beaufort County.		
Notary Public for South Carolina My Commission Expires:			Commented [PT14]: This portion will be completed by Beaufort County once the Maintenance Agreement has been accepted for submittal.



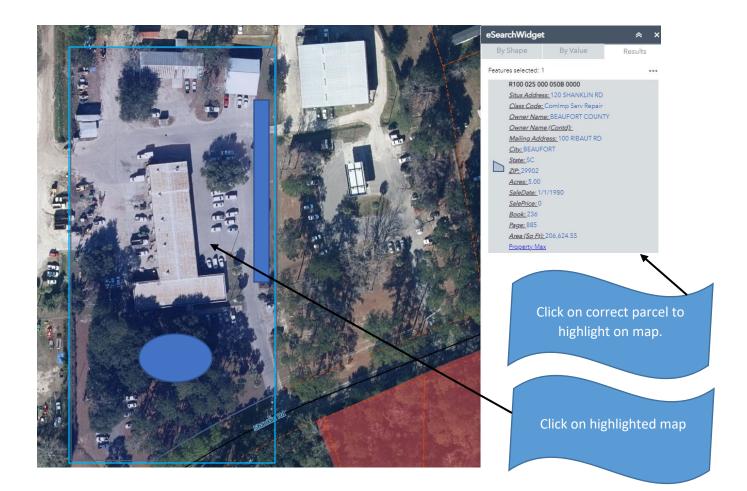
RESOLUTION OF DIRECTORS AUTHORIZING AGENT TO EXECUTE STORMWATER MAINTENANCE AGREEMENT

WHEREAS, 31day ofDe BeaufortCounty	Commented [PT1]: Date cannot proceed the date of the		
	MA		
located at: <u>(address)</u> , have n	Commented [PT2]: Must match name on GIS mapping and page 1 of the MA.		
	wns a piece of real property identified as		
	TMS No. <u>R100 025 000 050B 0000</u>		Commented [PT3]: Address of property for which the MA is being placed.
RESOLVED, that the Corporation exe Agreement, for the purposes of establis	Commented [PT4]: Must match TMS number throughout all documents		
further described in the Stormwater Ma	Commented [PT5]: Must match date of MA		
RESOLVED, that <u>John Q. Doe</u> and deliver the aforesaid documents on	Commented [PT6]: Must match name of person signing on page 3 of the MA.		
Signature Witness One (Witness #1)	President Signature	, President	Commented [PT7]: There must be two witness signatures. Commented [PT8]: President or signing authority for the Resolution of Directors.
<mark>Sígnature Witness Two</mark> 	(Print Name)	, Secretary	Commented [PT9]: A second signatory here is optional.
(whitess #2/Notary Fublic)	(Print Name)	- 1	
STATE OF SOUTH CAROLINA)) ACKNOWLEDGEMENT)		Commented [PT10]: To be completed by the Notary
I, the undersigned, a Notary Public for S President Witness One, and before me this day and, in the presence execution of the foregoing instrument.	South Carolina, do hereby certify that (optional – if filled above) Witness Two of the two witnesses named above, ackno	personally appeared	Public.
Witness my hand and seal this	day of, 20		
	Notory Dublic for		

Notary Public for _____ My Commission Expires _____



Min Yr Built: 1,978 Max Yr Built: 1,978 Land: 220,000 Improvement: 338,900



***Be sure to click on the correct parcel. Often, there may be more than one parcel listed for each tax map number. This ensures the correct legal description is placed on page 2 of the Maintenance Agreement.

