

City of Rock Hill Planning & Development Dept.

155 Johnston Street, Rock Hill, SC 29730

Mailing: PO Box 11706, Rock Hill, SC 29731-1706

STORMWATER MANAGEMENT DEVICE PERMANENT MAINTENANCE AND RESPONSIBILITY AGREEMENT AND RESTRICTIVE COVENANT WITH LIEN RIGHTS

As consideration for a Stormwater and Erosion Control Permit and in order to protect the environment, the undersigned developer or owner (“Owner”) of the Subject Property, along with all subsequent purchasers, successors and assigns of Owner in and to the Subject Property or any portion thereof (collectively, “Subsequent Owners”), hereby accept responsibility for the functioning and proper maintenance of the permanent pond(s) and/or other stormwater management devices on the Subject Property, including maintenance access, shown as **Exhibit “A” (Attach legal description of property from deed)**. The stormwater management devices, as described in **Exhibit “B” (Attach Maintenance Schedule and Requirements for Post-Construction BMP’s)**, will be maintained per the approved Stormwater Maintenance Mitigation 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 time of any property transfer. If not otherwise provided at time of transfer, the Plan may be available to Subsequent Owners at the City of Rock Hill Planning & Development filed under plan review number _____. Owner and Subsequent Owners agree to complete any necessary repairs and/or preventive maintenance procedures in a timely manner to ensure proper functioning of the device(s) in accordance with all applicable local, state, and federal laws, statues, ordinances, rules, and regulations.

Owner and Subsequent Owners understand and agree that the maintenance plan may be amended and/or revised at any time by the City of Rock Hill and Owner and Subsequent Owners agree to abide by any prescribed changes.

Upon a transfer of the Subject Property or any portion thereof, Owner or Subsequent Owners agree to notify the City of Rock Hill’s Development Services Department of such transfer for the City’s records. Notwithstanding the foregoing, Subsequent Owners shall be bound by the terms of this Agreement and the Plan effective immediately upon transfer of the Subject Property.

Owner and Subsequent Owners authorize the City of Rock Hill to enter the Subject Property described above for the purpose of investigating and/or inspecting land disturbing activities to carry out duties prescribed in the Plan, the Stormwater Management and Sediment Reduction Ordinance and other applicable laws.

Owner represents and warrants that any land disturbing activity will be accomplished pursuant to the approved maintenance Plan and competent and responsible personnel will be assigned to the project. Subsequent Owners hereby acknowledge and agree that they are familiar with the Plan and represent and warrant that the Subject Property is in compliance with the Plan as of the date of transfer.

Owner and Subsequent Owners understand that failure to implement control practices in accordance to the approved maintenance Plan may result a stop-work order and/or penalties as prescribed by the Rock Hill Code of Ordinances or other applicable law. Additionally, in the event the City elects to perform or pay for any work reasonably necessary to maintain the improvements and maintenance Plan after Owner or Subsequent Owners’ failure to do the same, any costs or expenses incurred by the City shall be an automatic lien against all the Subject Property, including all individual lots therein, and Owner and Subsequent Owners within the subdivision shall pay an equal pro rata share of such costs in order to have their lot(s) released from this lien which shall have priority over any and all liens, except property taxes, filed after the recordation date of this instrument. The amount of such lien shall be evidenced by a subsequent filed notice of lien in event such costs are incurred by the City, failing which any bona fide purchaser for value without notice of the lien shall be entitled to rely on the absence of such filing as evidence of no lien balance without further verification from the City being necessary.

The obligations and liabilities created by this instrument shall be binding upon Owner and Subsequent Owners including all heirs, devisees, administrators, executors, personal representatives, successors and assigns thereof.

Notwithstanding the above, the Owner and the City of Rock Hill agree that the common rights of obligations related to the stormwater pond are governed by that certain Declaration of Covenants and/or Easements and Restrictions recorded in Book _____, page _____; and amended by the instrument recorded in Book _____, page _____ in the Office of the Clerk of Court for York County, SC.

Parcel Owner: _____ Tax Map Number: _____

 Signature of Owner/Developer/Title

 Date

 Printed Name of Owner/Developer/Title

 Address

 Witness

 Witness

STATE OF _____)
) ACKNOWLEDGMENT
 COUNTY OF _____)

I, the undersigned, Notary Public for the State of _____ do hereby certify that _____, being the Authorized Representative of _____, a _____ (state or place of corporation acknowledging) above named, personally appeared before me this day and acknowledge the due execution of the within Stormwater Management Device Permanent Maintenance and Responsibility Agreement and Restrictive Covenants and/or Easements and Restrictions with Lien Rights for the uses and purposes therein mentioned.

Witness my hand and seal this _____ (day) of _____ (month), _____ (year)

_____ (seal)
 Notary Public for _____ (state)
 My Commission Expires: _____