

Dedication Manual

City of Charleston, SC



Department of Public Service – Engineering
Revised - 2017

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Introduction

The purpose of this manual is to provide engineers and developers a guide to subdivision dedication in the City of Charleston. This manual contains general guidelines for typical subdivision processing. It is not intended that every portion of this manual address or apply to every situation. However, the Department of Public Service hopes this will assist applicants in completing the multiple steps, reviews, and forms required to dedicate public rights-of-way and infrastructure to the City.

Subdivisions

To understand how land-use/division regulations function, it is important to have an understanding of some basic terms:

- ♦ A 'Subdivision' is the division or separation of a large tract of typically unimproved land under single ownership into small units, lots, or parcels.
- ♦ A 'Plat' is a technical drawing or map that shows the lot lines of parcel boundaries, as well as the location of road rights-of-way and utility easements.
- ♦ A 'development agreement' is a contract that a city may enter into with a landowner or developers upon subdivision that details how associated infrastructure will be accomplished.

While the Technical Review Committee (TRC) is responsible for ensuring that your subdivision plan meets with the requirements in the City of Charleston Zoning Code, it is the Department of Public Service which oversees the conclusion of a project. Like all cities, Charleston has a set of laws established by City Council that are intended to protect the health and safety of citizens. These laws are also for the purpose of improving the quality of design and construction in Charleston. Chapter 28 of the City code administers dedication:

No street, sidewalk or drainage system shall be accepted by the city as dedicated unless such shall be designed, constructed and/or rehabilitated in accordance with the city's standard specifications for design and construction of roads and drainage systems and the Standard Specifications for Highway Construction for the South Carolina Department of Transportation. Public acceptance of a dedication of any street, sidewalk, easement, or other ground shown upon a land development plat or a subdivision plat shall be by action of city council. All liability and maintenance for the dedicated property shall remain with the developer in accordance with the maintenance agreement until the deed transferring the property is accepted by city council and the two-year warranty period has expired (sec 28-1.a).

To specifically manage this code, the Department of Public service charges the Engineering and Stormwater Divisions with the technical review and approvals involved, as well as executing and maintaining all pertinent legal agreements for a project.

About Engineering

The Engineering Division staff includes professional engineers, engineering technicians, field inspectors and administrative support. The Engineering Division is responsible for administrative and engineering services for the Department of Public Service and other departments in the City as required by code and policy. The main activities of the Engineering Division include:

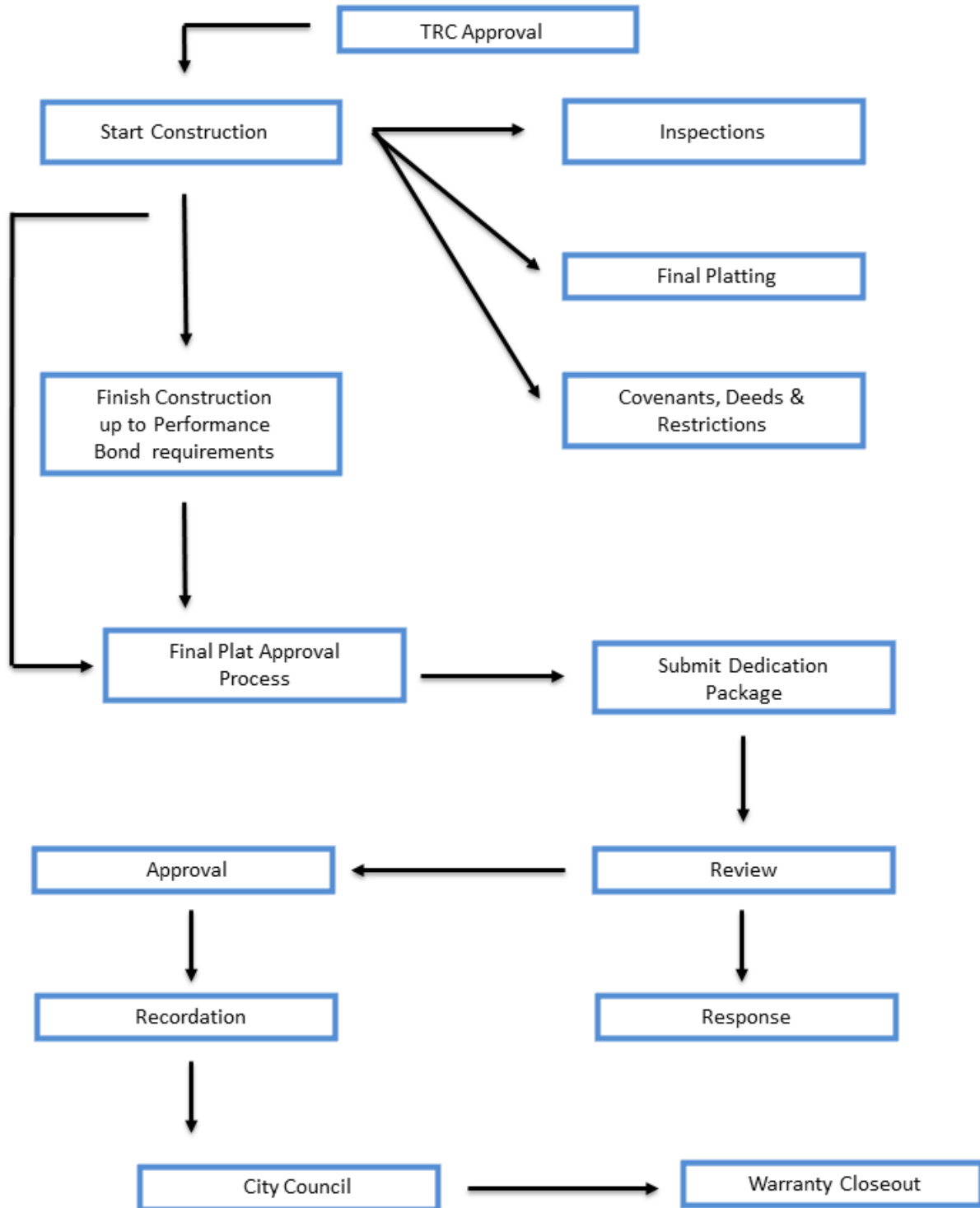
- ♦ Plan Reviews - The plan review section reviews proposed development plans to ensure adherence to requirements of the City Code related to public infrastructure, including streets and drainage issues.
- ♦ Site and Utility-Work Inspections - Engineering inspectors ensure that approved projects and utility work in the rights of way are constructed according to the approved plans and permits.
- ♦ Project Management - The project management section manages drainage improvement and some rights-of-way improvement projects within a city. The section has in-house engineering capabilities for small improvement or repair projects. Consultants and contractors are also employed for major projects.

About Stormwater

The Stormwater Division staff includes professional engineers, stormwater technicians, field inspectors, and administrative support. In all, the Stormwater Division is responsible for 4 main areas:

- ♦ Plan Reviews – The plan review section reviews proposed development plans to ensure adherence to the requirements of the City’s Stormwater Design Standards Manual and NPDES CGP.
- ♦ Stormwater Education – Public educational outreach and participation efforts to inform residents on water quality, quantity and the cumulative impacts of stormwater runoff on our community and waterbodies.
- ♦ Stormwater Design Standards Manual – Information and regulation on plan review and inspections in the City of Charleston as an MS4 in the NPDES program.
- ♦ Storm Drainage Mapping – the actual stormwater management infrastructure system within the City of Charleston.

Overview of Subdivision Dedication Process



Public Service Department Contact Information

Engineering

Tom O'Brien Deputy Director	843.724.3777	obrient@charleston-sc.gov
Eduardo Calderon Senior Civil Engineer	843.724.3760	calderone@charleston-sc.gov
Engineering Tech.	843.724.3764	

Stormwater

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Matthew Blackwell Senior Stormwater Engineer	843.579.7672	blackwellm@charleston-sc.gov

Plat Review Committee Members

Matthew Blackwell Senior Stormwater Engineer	843.579.7672	blackwellm@charleston-sc.gov
Engineering Tech.	843.724.3764	
Kittie Whiddon GIS Technician	843.805.3230	whiddonk@charleston-sc.gov
Stephen Julka Senior Planner	843.720.1994	julkas@charleston-sc.gov

Plat Review Committee

What is plat review?

The Plat Review Committee (PRC) provides a coordinated interdepartmental review to confirm that plats submitted for recordation comply with City codes prior to recordation in the Register Mesne Conveyance or Register of Deeds. The PRC is composed of City staff from the Department of Public Service, Department of Planning, Preservation and Sustainability and the Department of Information Technology, as follows, and is coordinated by the Engineering Division.

The purpose of the committee is to streamline the review, consolidate comments for the applicant, and to provide the applicant with a known schedule for response. This process in no way modifies any other Zoning or Engineering Division procedures regarding fees or submittals associated with preliminary plats, site plans, etc.

In the event that the review schedule is affected by City holidays, the staff will address the schedule on a case-by-case basis.

Expectations

In addition to the specific reviews conducted by members of the GIS, Zoning, and Engineering divisions, the plat will undergo a preliminary technical review to establish it meets basic requirements. This check will include things such as:

- ◆ Title to include purpose of plat
- ◆ Date of survey, graphic & numerical scales, and location map
Raised & ink seals with Certificate of Accuracy by R.L. S. and class of survey (Final)
- ◆ Property lines and easement lines with accurate horizontal distances, bearing, deflection angles, and curve data
- ◆ Description of property markers
- ◆ Square footage/acreage
- ◆ Lot & blocking numbers
- ◆ TMS and tract numbers

For a complete list, please contact the Engineering Technician at 843.724.3764 (see Appendix A).

Review/Issuing comments

The PRC meets each Friday morning to review the plats submitted so they may have a chance to talk through any comments being issued and/or decide if a plat is ready to be recorded. A results form for the review of the submitted plat will be provided to the applicant via email noting if major or minor revisions are required, or, if the plat is ready for approval.

If there are *major* revisions required, the revised plat must then be resubmitted by the applicant to PRC, along with responses to comments, in order to undergo a second review. If

there are *minor* revisions required, then the revised plat may be submitted directly to the Engineering Division for confirmation that these revisions have been addressed.

Acceptable

Once a plat has been approved for recording by PRC, the applicant must submit 5 signed hard copies and one digital copy of the plat to the Permit Center for recordation. If the plat includes dedication of public rights-of-way and/or infrastructure, then the plat and two sets of as-builts should be submitted with your dedication package to the Engineering Department for Dedication Package review. When all conditions of approval have been met—including all required certifications, signatures, dedications and the posting of any required bonds—the City Engineer shall sign the plat on behalf of the Planning Commission and deliver it for recording with the appropriate County. No signature shall be affixed to the plat until all the requirements of these regulations have been met. The recording fee shall accompany the plat. For further information on the dedication submission process, please refer to the last section of this manual.

How to submit

Any plat (final subdivision, adjustment, boundary, etc.) requesting review/recording shall be submitted to the Engineering Division as a “Draft Final” to allow for City review prior to final submittal for recordation. Four (4) paper copies of the “Draft Final” plat should be submitted. All plats received prior to close of business on each Monday will be reviewed during the PRC meeting, and comments returned to the applicant via email the following Friday. All submissions should be made to the Zoning Desk, located in the Permit Center at 2 George Street.

Overview of Plat Committee Review Process

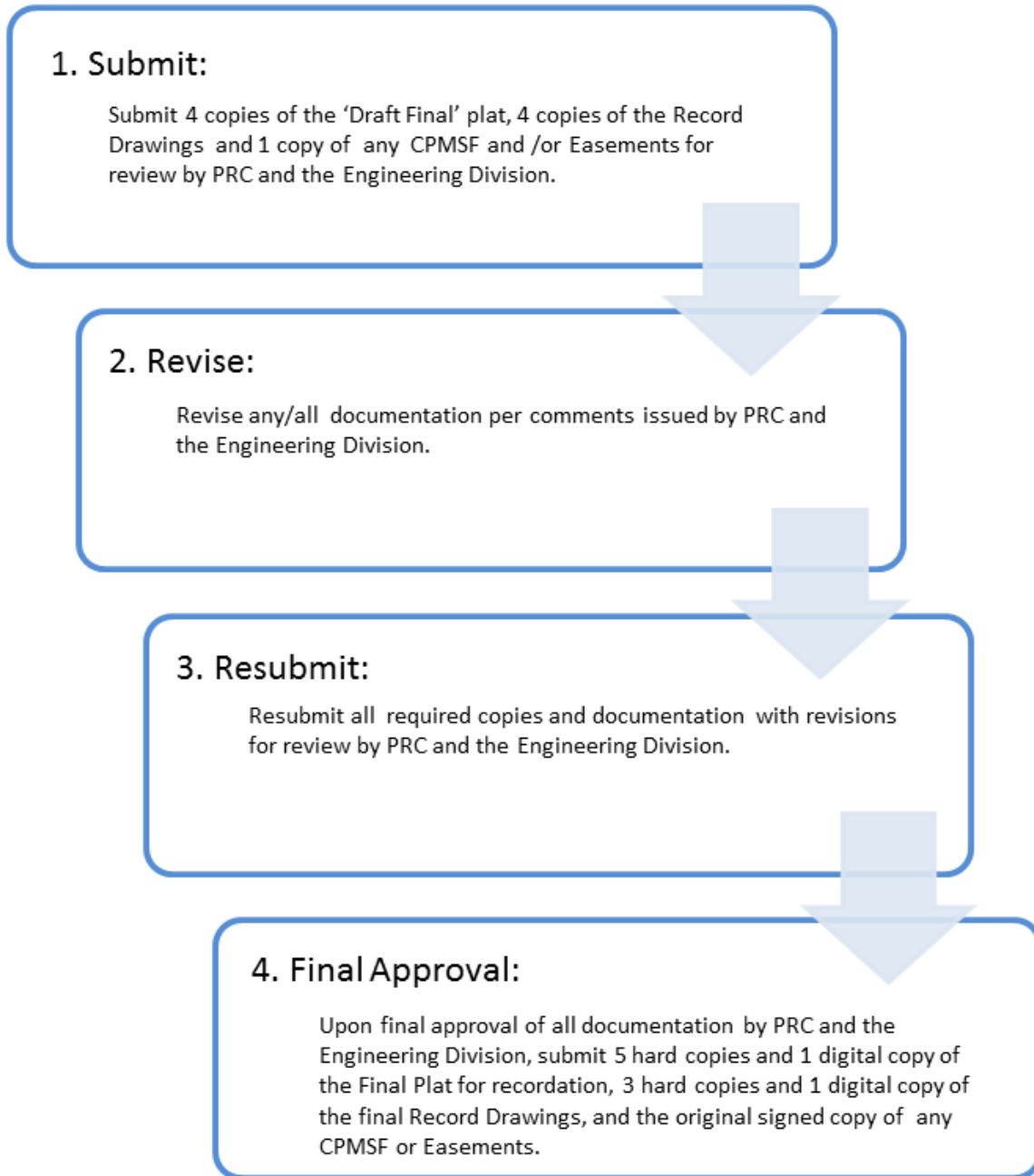


Figure 1.1

Record Drawing Review



What is Record Drawing Review?

The record drawing review is completed by the Engineering and Stormwater Divisions to assure that compliance with the approved construction drawings has been met during the actual construction process. Record drawings are required for all public facilities located within the City's rights-of-way. These include public streets, sidewalks, curbs/curb and gutter, stormwater and other utility facilities. The Contractor shall designate one set of original approved drawings for use as record drawings; they shall be kept current by the Contractor and must be available to the City upon request. Any change from the original approved construction drawings shall be clearly marked on these record drawings as described below (see Appendix B). Record drawings are also used to supply the City of Charleston with actual constructed information for reference during future projects which may build upon the design of existing features.

Responsibility

Contractor

The contractor shall maintain a full-sized set of approved construction drawings on site, and during construction, accurately mark these plans with as-constructed information indicating all field changes affecting various civil, mechanical, electrical, and other items of work as well as locations as actually installed. Clear and concise notes, shop drawings and sketches should accompany changes marked on these plans. These field managed record drawings should be provided to the Contractor's Engineer to assist in the preparation of the final record drawings.

City Inspector

Perform routine inspection to ensure that the record drawings are current and properly done, and that major changes, if any, have received the appropriate approvals before implementation.

Contractor's Engineer

Upon completion and concurrence by the City Inspector, record drawings must be certified by the Contractor's Engineer that the record drawing accurately represents existing field conditions, and that the project was constructed in conformance with the standards, dimensions and specifications of the approved project plans.

Developer/Owner

As part of the dedication package and upon completion of public improvements, the developer/owner and/or their representative must call for a final inspection and submit two (2) complete sets of record drawings to the City of Charleston Engineering Division. The inspector and the contractor will do a walk-through of the project and develop a punch-list of items to be completed. Additional punch list items may be generated based on record drawing review. The developer/owner and/or their representative shall submit to the Engineering and Stormwater Division, two (2) full size hard copies and one electronic PDF format copy of the



final record drawings properly certified by a registered professional engineer registered in South Carolina and a licensed land surveyor registered in South Carolina if not one in the same.

Record Drawing Requirements

Engineering:

General:

- ♦ The Contractor's Engineer shall certify that, at the time of the final inspection, the site was completed in substantial accordance with the approved construction drawings and specifications. Any deviations from the original approved construction drawings shall be noted on the record drawings.
- ♦ The Contractor's Engineer certification shall be based upon on-site observation of construction (scheduled and conducted by the professional engineer of record or a by a project representative under direct supervision) and review of record drawings, with field measurements and verification as needed, for the purpose of determining the work was completed in accordance with original approved construction drawings, information and specifications.
- ♦ The record drawings are to be based on the approved construction drawings and revised to reflect any changes made during construction. Both the original design and constructed condition must be clearly shown. The drawings need to be clearly labeled as "record" drawings.
- ♦ Engineer's statement (with embossed or wet seal and with an original signature on each sheet) shall verify that record drawings reflect the true conditions in the field.
- ♦ Street names shall be on all streets. All easements and rights-of-ways shall be shown and clearly labeled.
- ♦ If the utility system is to be private (not to be dedicated to City), then so state on each sheet.
- ♦ The location and elevation of the benchmark referenced will be shown on the drawing. If the referenced benchmark is not within the project, then a complete description of its location will be provided to assist in future locating.
- ♦ The locations and description of any utility lines and other installations of any kind or other description known to exist within the construction area. The location includes dimensions to permanent features.
- ♦ The locations and dimensions of any changes to buildings and structures.
- ♦ Correct grade or alignment of roads.
- ♦ Correct elevations to changes made in site grading.
- ♦ Changes in details of design or additional information such as approved placement details, pipe sizes, material changes, etc.
- ♦ Where drawings and/or specifications allow options, only the option actually used in the construction shall be shown on the record drawings.
- ♦ The location and description of any safety features such as guardrails, attenuators, etc.



Streets, Sidewalks, Ramps, Curbs, Gutters and Others:

- ◆ Show all rights-of-way or easement lines, clearly labeled public or private.
- ◆ Provide typical offset dimensions from property, rights-of-way or easement lines.
- ◆ ADA ramp or curb opening installation that deviate from original plans shall be noted on record drawings.
- ◆ Provide special detail drawings or shop drawings where installations were not shown on original drawings due to field conditions or where required for clarity.
- ◆ Monuments installed or encountered within the project.
- ◆ Locate and describe all installed regulatory or warning signage and pavement markings within the project.
- ◆ Location and species information on installed street trees and lighting fixtures.
- ◆ Locate irrigation lines, controllers, sprinkler heads, backflow devices, pressure reducing valves, meters, supply sources and tap locations using two directions. Swing ties should be made from objects that are permanent in nature.
- ◆ Location, type, material and reinforcement, height, drainage systems and foundation information of all retaining walls.
- ◆ Note any changes to the alignment, either vertically or horizontally, of curb & gutter, sidewalk, pavers or any other surface improvement.
- ◆ Provide crown line spot elevations approximately on 100-foot stations, or as field conditions warrant.
- ◆ Horizontal Improvements/Parking Layout.
- ◆ Locate and describe all surface parking areas. Provide description as to surface material.
- ◆ Locate and describe all installed regulatory or warning signage and pavement markings within the project. Any deviations from the approved construction drawings shall be noted.
- ◆ Locate all sidewalks and ADA pedestrian access features. Provide material type and width.
- ◆ Show all rights-of-way or easement lines, clearly labeled.
- ◆ Special detail drawings will be required where installations were not as shown on original drawings due to field conditions or where required for clarity.

Stormwater (Section 2.8.2 of SDSM):**Piped Drainage Systems (2.8.2.1)**

- ◆ Enter actual values beside planned values on the approved construction plans.
- ◆ Show elevations to the nearest 0.01'. Actual elevations within 0.10' of the planned values are sufficient except where higher accuracy is needed to indicate positive flow.
- ◆ Diameter, material and class of all pipes.
- ◆ Type of joint of all pipes (O-Ring, T&G, etc.).
- ◆ Invert of pipe at outfall and all structures.
- ◆ Slope and lengths of all pipe.
- ◆ Structure type and elevations (top of grate, throat elevation, etc.).



- ◆ Location of all pipe and structures in relation to drainage easements on plan view.
- ◆ Centerline roadway elevations at all low points and other stormwater crossings.
- ◆ Length, depth, and width of all outfall protection as specified.
- ◆ Profiles of as constructed pipe and structures in relation to as constructed finished grade. Show all crossing pipes (sanitary, water, gas, etc.) as applicable with separation distance. This includes above and below crossings.

Open Channel Drainage Systems (2.8.2.2)

- ◆ Enter actual values beside planned values on the approved construction plans.
- ◆ Show elevations to the nearest 0.10' except where higher accuracy is needed to indicate positive flow.
- ◆ Actual elevations within 0.10' of the planned values are sufficient except where higher accuracy is needed to indicate positive flow.
- ◆ Slope of all open channels.
- ◆ For swales 1' or less in depth, show actual side slopes and spot invert elevations at a frequency of at least every 100'.
- ◆ For swales or ditches greater than 1' in depth, show top of bank and toe of slope designations and elevations at a frequency of at least every 100'.
- ◆ For ditches 3' or greater in depth, generate actual 1' contours.
- ◆ Location of ditch or swale in relation to drainage easements on plan view.
- ◆ Length, depth, and width of all outfall protection or other erosion control as specified.

Stormwater Management Pond or Basin (2.8.2.3)

- ◆ Enter actual values beside planned values on the approved construction plans.
- ◆ Show elevations to the nearest 0.01'. Actual elevations within 0.10' of the planned values are sufficient except where higher accuracy is needed to indicate positive flow.
- ◆ Sufficient elevations along top of dam/pond to verify design elevation.
- ◆ Sufficient elevations along toe of slope and bottom of pond to verify design elevation.
- ◆ Generate actual 1' contours and provide a stage-volume table to confirm design volume.
- ◆ Verify pond slopes and vegetative cover.
- ◆ Location, elevations, slopes, and dimensions of all orifices, weirs, spillways, trash racks or any other aspects of outfall control.
- ◆ Location, dimensions, and elevations of emergency spillway.
- ◆ Outfall protection location and dimensions.
- ◆ Water elevation in pond at time of survey, if applicable.
- ◆ Provide location, dimensions, make or brand, model, serial number and maintenance manual for any engineered water quality treatment devices.

Record Drawing Certification Statement

The record drawing must include the following statements if the Engineer of record and the Surveyor of record are not one in the same:

"I hereby sign and affix my seal to certify to the best of my knowledge that the comprehensive stormwater management system and road infrastructure as constructed is in substantial conformance with the standards, dimensions and specifications of the approved construction drawings."

SC Registered Professional Engineer (Reg. No.)

Date

"The dimensions shown on the record drawings were obtained in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina. The horizontal dimensions shown are within ± 1 foot tolerance. Vertical dimensions are accurate to within ± 0.01 foot."

SC Registered Land Surveyor (Reg. No.)

Date

If the South Carolina registered Engineer and Surveyor are one in the same, the record drawing must include the following statement:

"I hereby sign and affix my seal to certify to the best of my knowledge that this record drawing accurately represents existing field conditions and that the comprehensive stormwater management system and road infrastructure as constructed is in substantial conformance with the standards, dimensions and specifications of the approved construction drawings."

SC Registered Professional Engineer (Reg. No.)/Surveyor (Reg. No.)

Date



Covenants for Permanent Maintenance of Stormwater Facilities

What is CPMSF?

For new development and redevelopment projects that implement structural or non-structural stormwater management best management practices (BMPs), a long-term operation and maintenance plan is required. The plan is required to address both temporary measures used during construction and the long term operation and maintenance of the stormwater management BMPs. To ensure the plan is implemented, the owner, HOA, and/or operator, must enter into a permanent maintenance agreement with the City of Charleston by executing a Covenants for Permanent Maintenance of Stormwater Facilities (CPMSF).

Responsibility:

The CPMSF must address maintenance to be performed by a third party, such as an operator or other contractor, but the owner shall also be listed and is ultimately responsible for adherence to the maintenance requirements. Land-use developments requiring CPMSF are usually in one of two categories:

- ♦ Residential: Ownership of all stormwater facilities (BMPs, ponds, etc.) shall belong to the owner(s) of the parcel(s) or to the Home Owners Association (HOA) - the City shall maintain the stormwater conveyances (pipes, junction boxes, inlets, etc.).
- ♦ Commercial: Ownership of the entire stormwater system (facilities, conveyances, BMPs, ponds, etc.) shall belong to the owner.

For any project, ownership of either a portion or the entire stormwater system – as appropriate – must be clearly established before a construction activity approval will be given. Ownership:

- ♦ must be recorded on the final plat
- ♦ shall imply responsibility for maintaining the stormwater system, including all ponds and BMPs
- ♦ does not imply that the owner(s) may in any way alter the size, or function of any component of the stormwater system without consent from the City of Charleston (owners found altering such components will be required to remove any alterations).

How to Submit

For subdivision developments, you will be asked to submit this document as part of the dedication process. The CPMSF (see Appendix B) is prepared with assistance from the Engineering and Stormwater Divisions, and it must be signed and executed prior to the issuance of City approval of the final plat. Once City staff has finalized the document, we will ask for a recording fee and will take the document to be recorded at either the Charleston County Register Mesne Conveyance Office or Berkeley County Register of Deeds.

Overview of Record Drawing Review Process

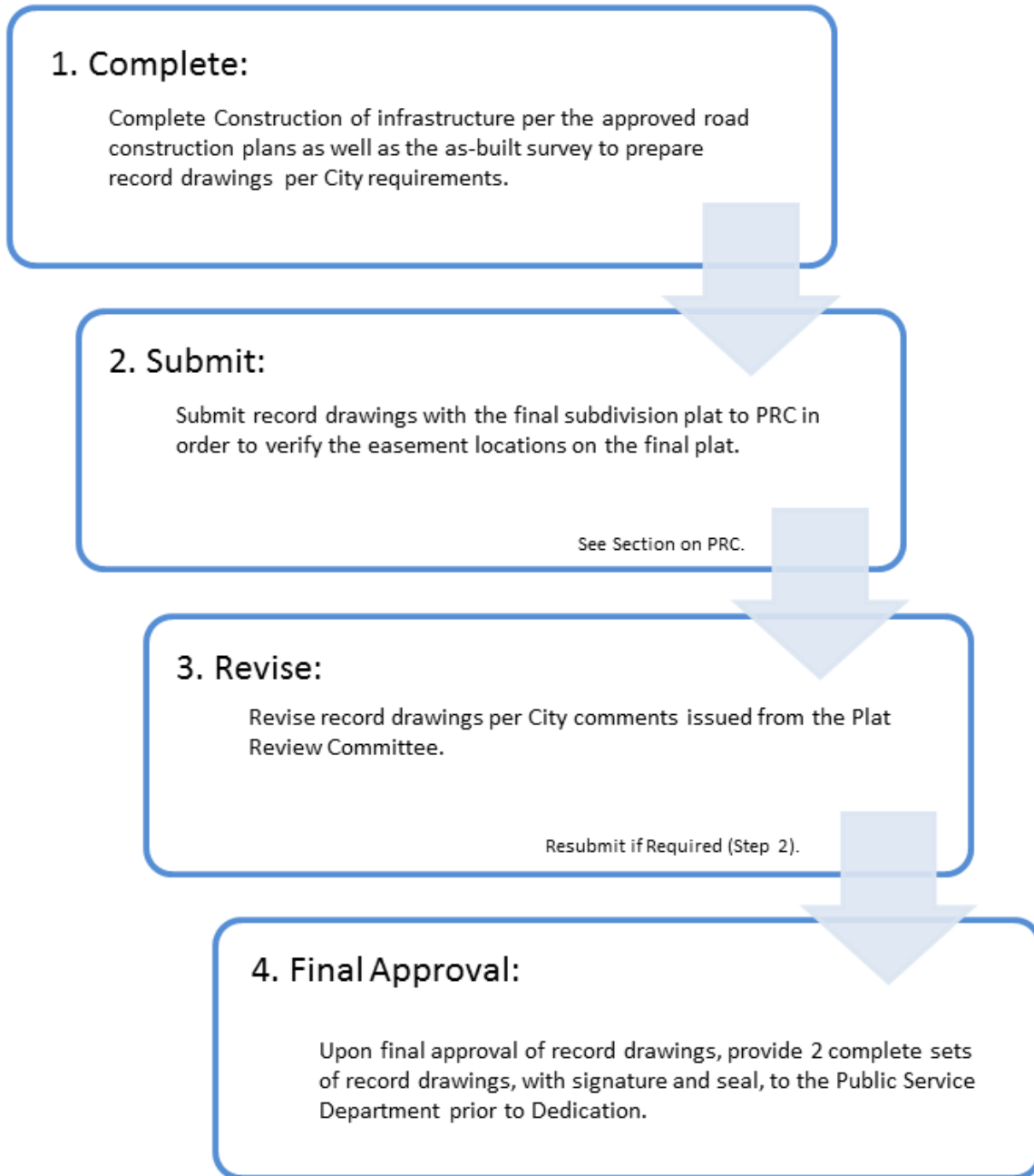


Figure 2.1

Bonding



What is Bonding?

The land development laws of most (if not all) states, counties, cities or other local governmental agencies are intended to regulate land use and subdivision growth. The subdivision bonding process provides a level of protection to a local government, guaranteeing that the owner/developer will complete the improvements which will become part of the public domain (i.e., gutters, sidewalks, curbs, etc.). The key difference between subdivision bonds from regular contract performance bonds is that the developer must pay the cost of building the bonded improvements rather than the public agency. The City of Charleston enacts a two-step bonding process – Performance bonds and then Warranty bonds (see Figures 3.1 to 3.3).

Performance Bonds

A performance bond, also known as a contract bond, is a surety bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a contractor or developer. The City is guaranteed compensation for any monetary loss up to the amount of the performance bond. Performance bonds in the City are executed more readily for sidewalks and ADA ramps and final surface course. Total bond amount includes a standard bond multiplier of 150% or in some cases, other multipliers as stated in the PUD Agreement.

Performance Bond Analysis Approval

The developer/engineer of record submits to the Engineering Division a request for bond analysis approval as follows:

- ◆ Cover Letter
 - Name of project including applicable phases
 - Applicant and contact information
 - Developer's name
 - Amount of bonding request
- ◆ Two Full Size Drawings
 - Labeling all bonded items
 - Identifying all common areas which are not subject to bonding
 - Identifying sections where construction has been completed and not subject to bonding
 - Labeling all quantities with the appropriate unit of measurement
- ◆ Bond Analysis Sheet
 - Items to be bonded, unit, unit price, and amount to be bonded for each item.
 - Total bond, including bond multiplier (150% or other multiplier as stated in the PUD Agreement) of total amount

Warranty Bonds

A warranty bond is a surety bond issued by an insurance company or a bank to guarantee satisfactory performance of a project by a contractor or developer after the project is accepted for public use. A warranty bond provides a guarantee that a contractor or developer will solve all warranty issues within the 2-year warranty period. Should something cease to perform prior to the end of the warranty time, it will be repaired or replaced, before the bond is terminated. Warranty bonds provide the City a guarantee that they will be protected in the event that a contractor or developer fails to live up to their obligations under a warranty. The total bond amount is 10% of the total construction cost.

Warranty Bond Analysis Approval

The developer/engineer of record submits to the Engineering Division a request for warranty bond analysis approval as follows:

- ♦ Cover Letter
 - Name of project including applicable phases
 - Applicant and contact information
 - Developer's name
 - Amount of bonding request
- ♦ Certification Letter
 - Provide a letter certifying that the quantities, unit prices, and total amount of each line item within the Bond Analysis Sheet were taken directly from the contract between the owner and the contractor for the project
- ♦ Bond Analysis Sheet
 - Items to be bonded, unit, unit price, and amount to be bonded for each item
 - Total construction cost, and a total bond amount (10% of the total construction cost) which is the bond amount

Bond Release Approval

The developer/engineer of record submits to the Engineering Division a request for bond release approval as follows:

- ♦ Cover Letter
 - Name of project including applicable phases
 - Applicant and contact information
 - Developer's name
 - Bond Type
 - Bond Amount
 - Bond Number
 - Return bonds to: (name and address)
- ♦ Engineering verifies the project has been completed satisfactorily, including punchlist items from final inspection, and a report is prepared prior to release.



- ♦ Engineering notifies Budget, Finance and Revenue Collections (BFRC) Administration that the project is completed and the bond can be released.
- ♦ BFRC releases Bond Agreement, sends to applicant, and copies Engineering.

Storm Drainage Video Inspection

As part of the Warranty and Dedication process, there is a concurrent process for submitting required video footage of storm drainage systems (see Figure 3.4). All closed conveyances (pipes, boxes, etc.) to be owned and maintained by the City shall be inspected with a video system showing the condition of the installed sections prior to recording the final plat and acceptance of the system by the City of Charleston. All video inspections shall be completed in fully dewatered conditions at the expense of the owner. The video files shall be submitted to the City as part of the Engineering final inspection procedure.

Pipes shall be video inspected again at the end of the 2-year warranty period following the same requirements as the initial video inspection. All video inspections shall be reviewed by a Professional Engineer or another qualified individual under the direct supervision of a Professional Engineer. A qualified individual is a person who is knowledgeable in the principals and practices of the installation of storm drain pipe and who possess the skills to assess the quality of the installation. A report documenting the inspections shall be prepared by the Engineer and submitted to the City at the expense of the owner.

As required by the Stormwater Design Standards Manual, all videos will include the following:

- ♦ Color video submitted on a CD or DVD in a high-resolution digital format compatible with City-approved and available software and equipment.
- ♦ All visual observations will be recorded on a log inspection form incorporating at a minimum the following items:
 - Date and time televised
 - Operator name
 - Starting and ending manhole (Sta. number, street name, etc.)
 - Pipe diameter (inches), geometry, and material
 - Location of laterals (feet)
 - Location of broken pipe, offsets, obstructions, or notable items (feet)
 - Location of sags and standing water (feet)
 - Location of inflow and infiltration (feet)
 - Location of dry weather flow (feet)
- ♦ The notation of footage (starting at 0.0 feet at the beginning manhole and moving upstream through the pipe) shall be superimposed on the video and be recorded in increments of tenths of feet.

Any problems found shall be corrected by the owner. Upon confirming such corrections are complete and the site is ready, the Department of Public Service will release any remaining



bonds and notify the TRC. The Department of Public Service may require additional items in order to closeout a project (see figure 3.4).

To Submit Videos

Videos must be submitted a minimum of three times:

- ♦ 1st submittal (raw video footage - before any repairs to establish a base-line comparison)
- ♦ 2nd submittal (after repairs have been made, along with a certification letter that repairs were made according to the manufacturer's recommendations)
- ♦ 3rd Submittal (Warranty Video)

Further submissions may be required if the City Inspector does not approve/accept the repairs performed, or other issues have been found. These will be handled on a case-by-case basis. All videos should be accompanied by a cover letter, and should be addressed to the Engineering Administrative Assistant, and can be dropped off in-person or mailed to:

Engineering Division
Suite 2100, 2 George Street
Charleston, SC 29401

The cover letter should include:

- The applicant's contact information
- The project information
- The information for the company that performed the video
- Appropriate City Inspector (to review video)
- Submittal Stage: 1st, 2nd, or 3rd (Warranty)

Overview of Bonding Analysis Approval Process for Warranty and Performance Bonds

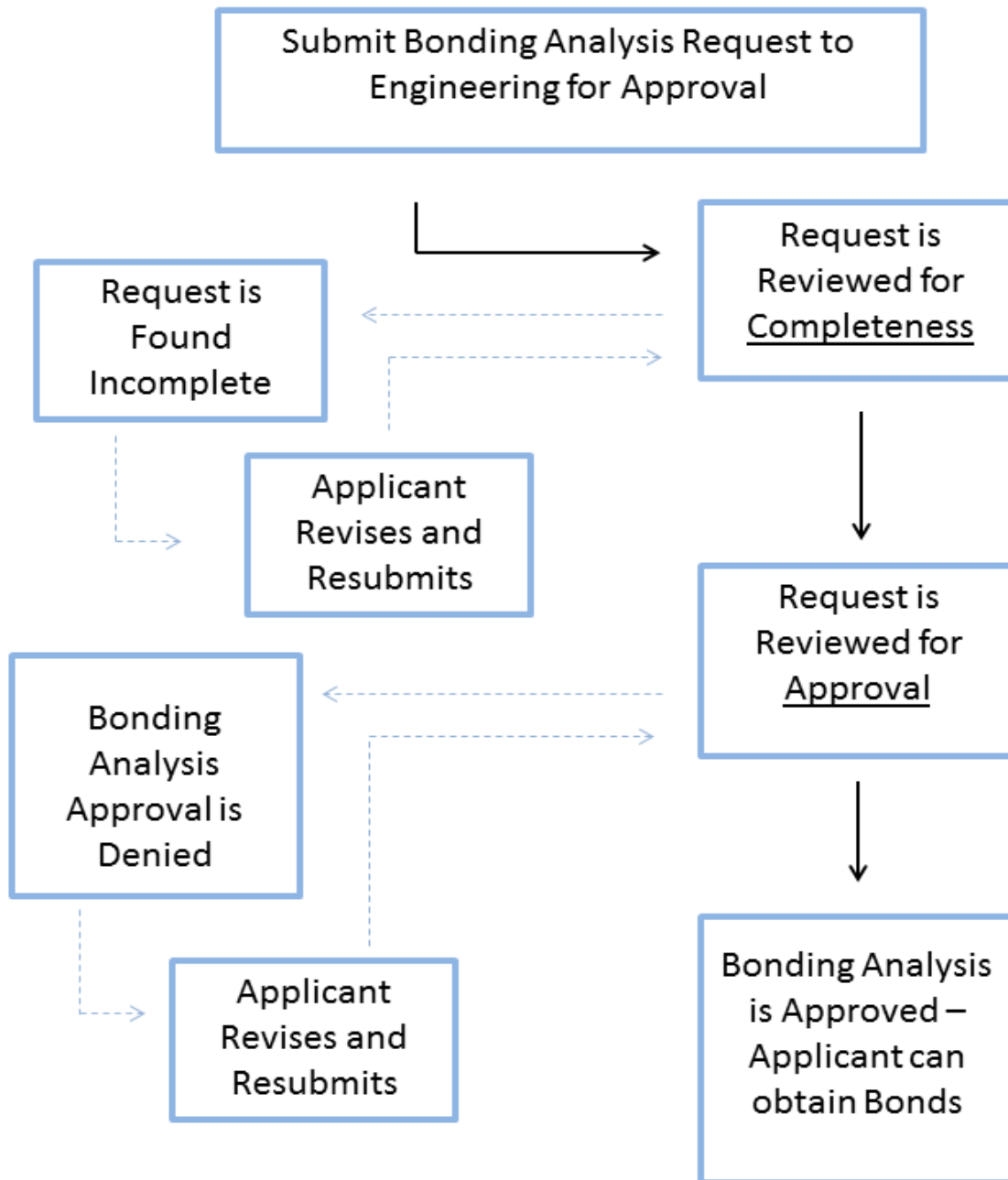


Figure 3.1

Overview of Performance Bond Process

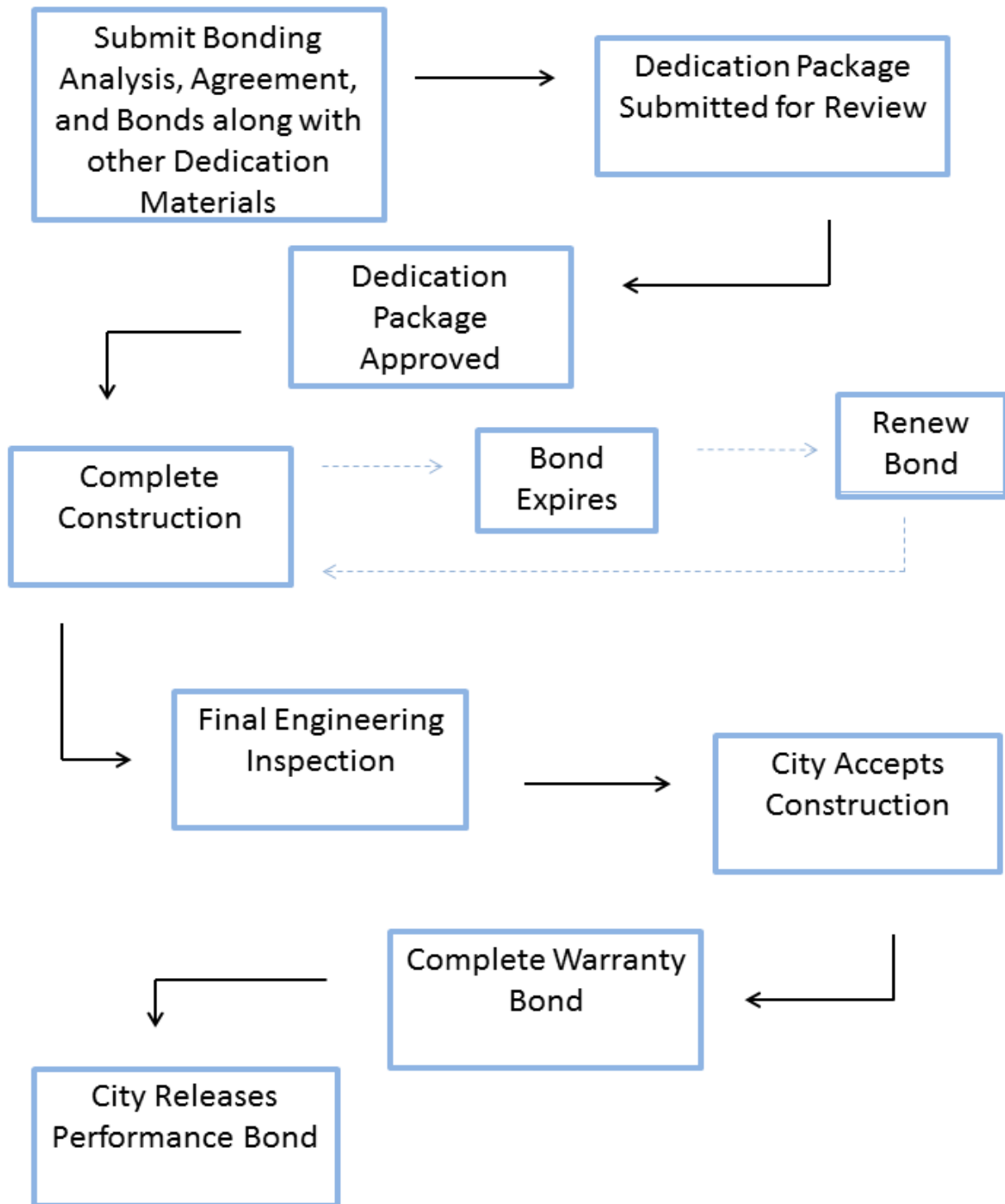


Figure 3.2

Overview of Warranty Bond Process

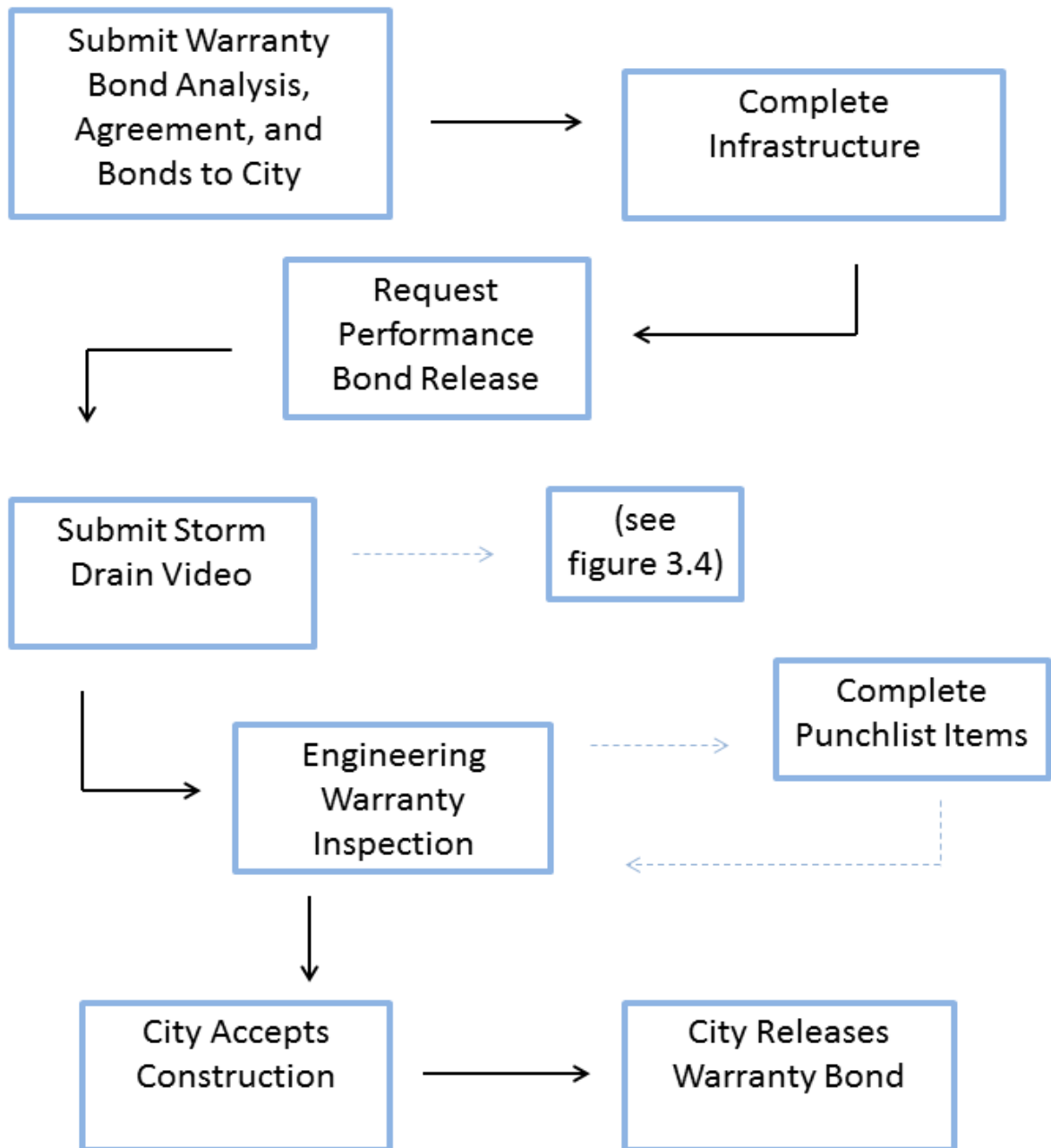


Figure 3.3

Overview of Storm Drainage Video Submission Process

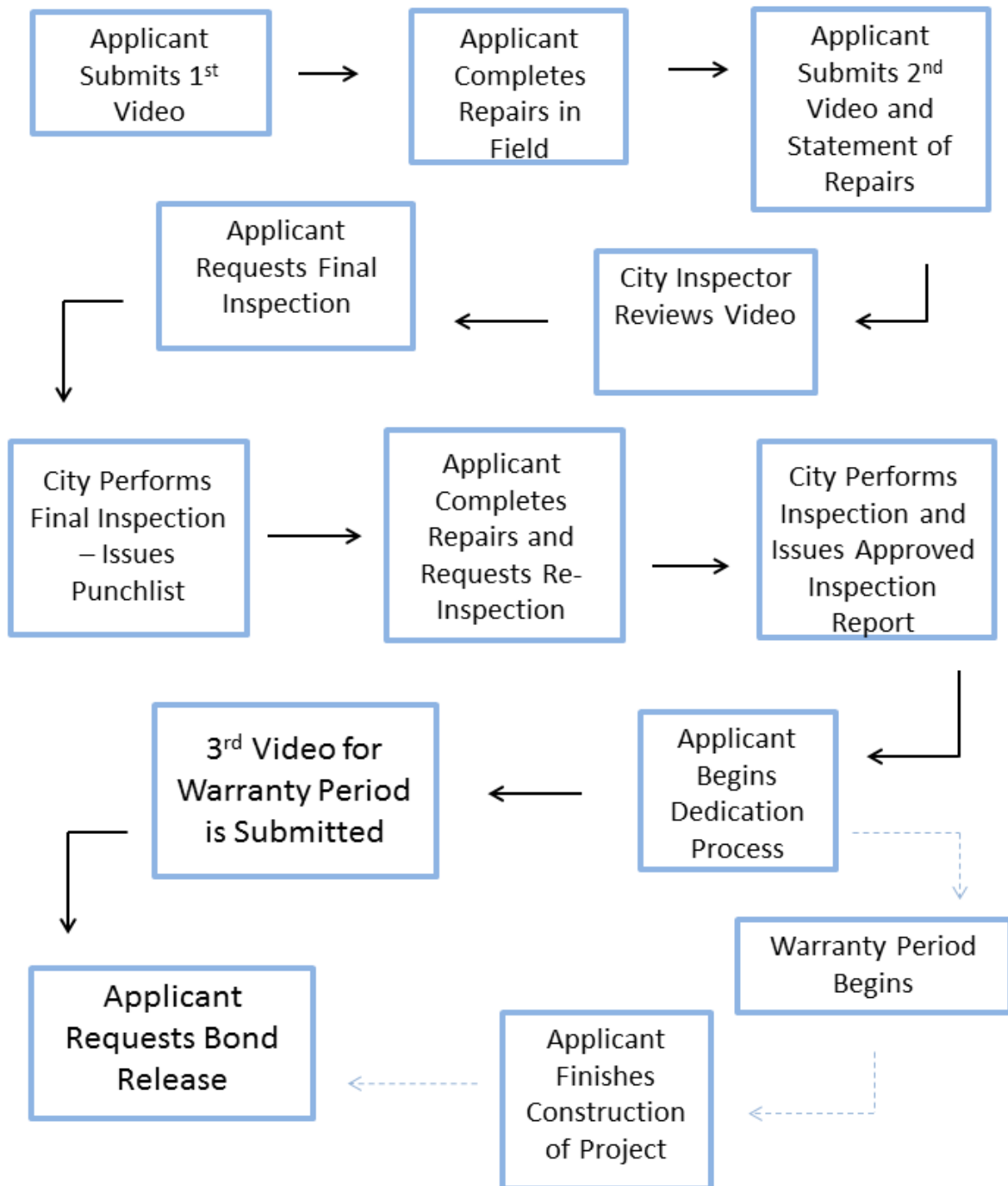


Figure 3.4

Dedication Package Review



What is Dedication?

Dedication of rights-of-way may be required where existing, proposed or planned public improvements impact a property. Public rights-of-way are dedicated to the City by deed and become the property of the City. The purpose of public right-of-way is as follows:

- ♦ To ensure public access to all lots and parcels of land for the provision of fire, police and emergency services, mail delivery, garbage collection and recycling services, and public and quasi-public utility services.
- ♦ To promote and create an interconnected city through acquisition of right-of-way that allows for transportation systems that provide the integrated and multi-modal movement of all modes of transportation including, but without limitation to, pedestrians, bicycles and motor vehicles.
- ♦ To create an interconnected transportation system that will enhance safe, convenient and efficient movement of all modes of transportation.
- ♦ To provide for the installation or placement of utility services including, but without limitation to, water, sewer, electricity, gas, drainage, telephone and cable television services for properties abutting City streets and alleys.

Submissions

As part of the dedication process, various legal and City forms must be submitted before the final plat can be filed for recording at the RMC office. The purpose of the Dedication instructions and checklist (see Appendix D) is to assist the applicant in completing the forms correctly, and to provide a comprehensive overview of the Dedication Package submittal process. Once you have all of your documents filled-out and notarized as needed, you can compile your package. Please include a checklist with the portion for the applicant fully completed. Incomplete submittals will not be accepted. They will be immediately returned to the applicant for completion.

Dedication Review Meetings

After compiling the documents included with your Dedication package, you can then schedule the meeting to review it with the Engineering Technician. Please be sure to communicate what day/time you would like to try to schedule the meeting for, as well as any additional persons to include in the meeting.

If the City finds that the package is not complete, or that a document needs to be revised, they will issue specific comments, within the checklist form, for the applicant. At the conclusion of the meeting, the applicant will be given a copy of the checklist/comments (see Appendix D). Once you have made all the necessary revisions, please contact the Engineering Technician to schedule a meeting for a follow-up review of the package, just as you did with the first review.

Acceptance

If the package is found acceptable, you will be asked to leave it with the Engineering Technician, along with a recording fee for the plat. The Engineering Technician will take care of recording the plat, presenting the documents to the Director of Public Service for signatures, and submitting the documentation to Council for Acceptance. Depending on the schedule for Council meetings, this may take up to 6 weeks.

Once the package is accepted, the other documents will need to be recorded. The Engineering Technician will notify the proper contact person of the day/time that he/she will be at the appropriate County office (Charleston or Berkeley) to record the documents. The applicant may then meet the Technician at the Recorder's office to write a check for each document recording fee altogether.



Overview of Dedication Package Review Process

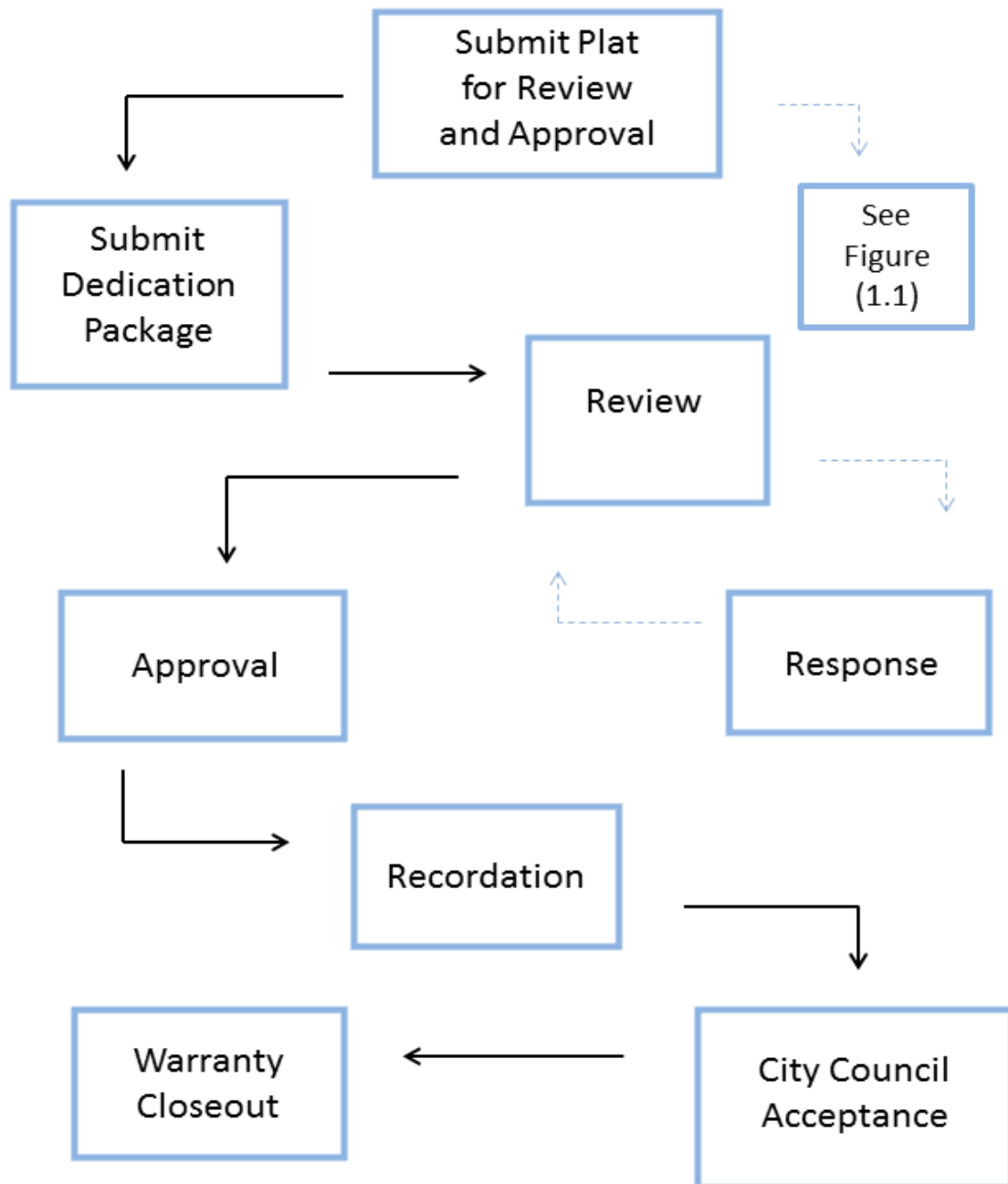


Figure 4.1

Appendices



Appendix A – PRC Forms





Plat Review Committee Instructions

GENERAL INFORMATION

1. Applicants shall submit all plats for Plat Review Committee at the Permit Center located at 2 George St. All submittals will include a cover letter, to the attention of the Engineering Division.
2. All cover letters submitted with plats, must include the following information:
 - a. Title of Plat
 - b. Firm/Surveyor Name and Address
 - c. Phone Number
 - d. Fax Number
 - e. Name of Contact Person
 - f. Email address of surveyor or contact person
3. The plat must have the firm/surveyor name, address, phone number and email address. The email address is needed to receive comments from the Plat Review Committee (PRC).
4. After first review by PRC, you will receive a plat tracking number issued by the Engineering Division.

Note: All future inquiries regarding this plat must be referred to by the issued tracking number. This tracking number is for Engineering use only and not intended to be used for RMC inquiries.

PLATS SUBMITTED FOR FIRST REVIEW

1. All plats for first review submission shall have four (4) draft final prints for each plat.
2. Plats with numerous sheets shall have four (4) draft final prints per sheet.

Note: Please do not send Mylars.

PLATS FOR REVISION REVIEW

1. Plats for revision review shall have the same requirements as the first review and shall also include a copy of the PRC email transmittal sheet from the previous review.
2. Plats for revision review shall include responses from the applicant to the Committee's comments.

Note: Please do not send Mylars.



PLATS FOR FINAL SUBMISSION/RECORDATION

1. Plats for final submission/recordation shall have five (5) final prints per plat.
2. Plats with numerous sheets shall have five (5) final prints per sheet.
3. A \$10.00 fee, via check, for each sheet of each plat to be recorded.
4. Include a copy of the PRC email transmittal sheet stating the plat is ready to be recorded.

Please make checks payable to Charleston County RMC or to Berkeley County ROD – as applicable.

RECORDED PLAT

1. Once the plat has been recorded by the corresponding County office, your firm will be notified By the Engineering Division via telephone and/or email stating the book and page number, and the date recorded.



Plat Review Committee – Comments

Date: _____

TO:	
From:	
Project:	
TMS #:	
PRC Tracking #:	

SAMPLE

Follow-up Action:	Major Comments – Revise and Resubmit	Minor Comments – Revise and Resubmit for Recording Review	No Comments - Submit for Recording



Plat Review Committee – Meeting Results

Date: _____

Please Note:

- All submittals should be made to the Zoning Desk in the Permit Center at 2 George St.
- First submittals should include the appropriate completed Zoning application, accompanying fee, and 4 copies of the Final Plat.
- Resubmittals should include a copy of this 'Results' form, written responses from the applicant to each comment, and 4 copies of the Final Plat.
- Resubmittals for *recording* should include a copy of this 'Results' form, written responses from the applicant to each comment, 5 copies of the Final Plat with signature and seal by the Surveyor, and the accompanying fee for recordation.

Contact Name/Company:	
Contact Phone/Email:	
PRC Tracking #:	
Name of Plat:	

<input type="checkbox"/> Recording Fee Received	Amount: \$	<input type="checkbox"/> Check	<input type="checkbox"/> Cash	<input type="checkbox"/> Receipt
<i>Please make Checks payable to Charleston County RMC or Berkeley County ROD.</i>				

Department Results:			
	Major Comments	Minor Comments	No Comments
Engineering			
GIS			
Stormwater			
Zoning			
Follow-up Action:	Major Comments – Revise and Resubmit	Minor Comments – Revise and Resubmit for Recording Review	No Comments – Submit for Recording



Final Plat Review Checklist - Engineering

Tracking Number _____

Title of Plat _____

Date Reviewed _____

Plat Submitted By _____

- ☐ Date of survey, graphic & numerical scales, and location map
- ☐ Raised & ink seals with Certificate of Accuracy by R.L. S. and class of survey (Final)
- ☐ Property lines and easement lines with accurate horizontal distances, bearing, deflection angles, and curve data
- ☐ Description of all property markers, to include the size and material, found or set
- ☐ Square footage or acreage
- ☐ North arrow with designation as grid, magnetic or astronomic, with date
- ☐ Easements: widths, description, centerline data (when applicable) along with note to whom the easements are dedicated to and for what purpose(s)
- ☐ Dedication statement for streets and easements (note on drawing for the new subdivisions when applicable)
- ☐ The distance to nearest intersection of streets
- ☐ Lot & blocking numbers, names of adjoining landowners, highways, roads, streets or railroads
- ☐ Property owner
- ☐ TMS and tract numbers
- ☐ Reference to previous plats
- ☐ City limit lines, if applicable
- ☐ All known encroachments
- ☐ Flood zone line must be shown on plat, include community panel and date of map
- ☐ Show SC Coastal Council critical line, water boundaries, shorelines, streams, watercourses, wetlands, buffers, and encroachments
- ☐ Checklist for signing of subdivision plats (when applicable)
- ☐ Identification of new property lines
- ☐ Street addresses must be shown on the plat (when applicable)
- ☐ Space for RMC stamp and Engineering stamp
- ☐ The City of Charleston shall have no obligation to issue a Certificate of Occupancy until the following items are completed:
 - ☐ The water and sewage services are operational and approved by CPW
 - ☐ The curbing, guttering, base road bed, and final wearing surface have been constructed and approved by the City of Charleston
- ☐ Private Developments must provide By-Laws and Covenants for Permanent Maintenance of Stormwater Facilities



Final Plat Review Checklist - GIS

Tracking Number _____

Title of Plat _____

Date Reviewed _____

Plat Submitted By _____

- ☐ Title
- ☐ Address information - after review, GIS may request that this be removed
- ☐ Charleston city limit line as needed
- ☐ TMS on adjoining properties
- ☐ Existing street names
- ☐ Other items as may be noted during review
- ☐ Subdivision name – final plat must include the name to be used for the subdivision, as approval of residential subdivision signage will be affected by this information and subdivision name changes after recording must be approved by Planning Commission
- ☐ New street names and naming network
- ☐ Current street name reservation forms for new streets
- ☐ Lot numbers
- ☐ Assigned addresses on lots in correct relation to street frontage



Final Plat Review Checklist - Stormwater

Tracking Number _____

Title of Plat _____

Date Reviewed _____

Plat Submitted By _____

- ☐ Title – to include the phrase “Final”
- ☐ If any easements, provide existing or proposed ownership (private, HOA, POA, public, etc.)
- ☐ City of Charleston Drainage Easement notation if drainage easements are to be dedicated to the City
- ☐ Private Drainage Easement notation if drainage easements are to be privately (HOA, POA) owned
- ☐ Separate City of Charleston Access Easement Notation
- ☐ If any pond, provide as-constructed top of bank location and notation
- ☐ Existing street names with ownership (private or public)
- ☐ Ensure that all easements are in accordance with the approved road/subdivision plans
- ☐ Label all areas of open space and/or HOA areas if applicable



Final Plat Review Checklist - Zoning

Tracking Number _____
Title of Plat _____
Date Reviewed _____
Plat Submitted By _____

- ☐ Title
- ☐ Address information - after review, GIS may request that this be removed
- ☐ Charleston city limit line as needed
- ☐ Title, date of survey, graphic and numeric scale, location map
- ☐ TMS#, references to previous plats and deeds, owner(s)
- ☐ Existing address
- ☐ North arrow with designation as grid, magnetic, or astronomic
- ☐ Total acreage and/or square footage
- ☐ Courses and distances of the perimeter
- ☐ Charleston city limit line
- ☐ Structures or other existing significant physical features
- ☐ Intersecting property lines with full names of owners and TMS#s of adjoining properties
- ☐ Water courses within or adjoining the property
- ☐ Flood Zone designation with community panel number and date, flood zone lines
- ☐ Locations, names, right-of-way widths, and ownership of roads and railroads within or adjoining the property
- ☐ Existing easements with description and width
- ☐ Existing utility installations
- ☐ Curve and line data tables
- ☐ OCRM critical area and/or COE wetland verification statement with delineation, permit number, date, signature
- ☐ RLS certification
- ☐ Acreage and/or square footage of lots
- ☐ Confirm that lots meet zoning requirements
- ☐ Restrictive covenants
- ☐ Total number of lots
- ☐ Largest and smallest lot sizes
- ☐ New rights-of-way with widths, proposed names, and designation as public or private
- ☐ Availability letters from water and sewer providers or note regarding services
- ☐ Phase lines
- ☐ Required landscape buffers and/or Critical Line buffer with building setback
- ☐ Description of property markers
- ☐ Known or discovered encroachments
- ☐ Block and lot numbers
- ☐ New addresses
- ☐ Certificate of Accuracy by surveyor
- ☐ Dedication statement for streets, easements, and/or other areas intended to be dedicated to public use
- ☐ Open space, buffer, and grand tree inspection



Final Plat Review Checklist - Zoning

- ☐ HOA-maintained areas
- ☐ TMS on adjoining properties
- ☐ Existing street names
- ☐ Other items as may be noted during review
- ☐ Subdivision name – final plat must include the name to be used for the subdivision, as approval of residential subdivision signage will be affected by this information and subdivision name changes after recording must be approved by Planning Commission
- ☐ New street names and naming network
- ☐ Current street name reservation forms for new streets
- ☐ Lot numbers
- ☐ Assigned addresses on lots in correct relation to street frontage

Appendix B – Record Drawing Forms





Record Drawing Checklist

1. GENERAL

Project	Details
Project Name: (w/Section # and Phase #)	
Project TMS #:	
City ID #:	
Project Developer: (w/name, address, email & phone #)	
Engineer of Record: (w/name, address, email & phone #)	

Project Reviews	1 st Review	2 nd Review	3 rd Review	4 th Review
Reviews By (initials):				
Engineering:				
Stormwater:				
Submittal Dates:				
Review Dates:				
Engineering:				
Stormwater:				
Comments Provided to applicant:				
Engineering:	<u>Yes</u> <input type="checkbox"/>	<u>No</u> <input type="checkbox"/>	<u>Yes</u> <input type="checkbox"/>	<u>No</u> <input type="checkbox"/>
Stormwater:	<u>Yes</u> <input type="checkbox"/>	<u>No</u> <input type="checkbox"/>	<u>Yes</u> <input type="checkbox"/>	<u>No</u> <input type="checkbox"/>



2. ENGINEERING RECORD DRAWINGS

General Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
Requirements								
a. The Engineer shall certify that, at the time of the final inspection, the site was completed in substantial accordance with the approved construction drawings and specifications. Any deviations from the original approved construction drawings shall be noted on the record drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The Engineer's certification shall be based upon on-site observation of construction (scheduled and conducted by the professional engineer of record or a by a project representative under direct supervision) and review of record drawings, with field measurements and verification as needed, for the purpose of determining the work was completed in accordance with original approved construction drawings, information and specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The record drawings are to be based on the approved construction drawings and revised to reflect any changes made during construction. Both the original design and constructed condition must be clearly shown. The drawings need to be clearly labeled as "Record" drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Engineer's statement (with embossed or wet seal and with an original signature on each sheet) shall verify that record drawings reflect the true conditions in the field.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Street names shall be on all streets. All easements and right-of-ways shall be shown and clearly labeled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. If the utility system is to be private (not to be dedicated to City), then so state on each sheet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



General Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
<i>g. The location and elevation of the benchmark referenced will be shown on the drawing. If the referenced benchmark is not within the project, then a complete description of its location will be provided to assist in future locating.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>h. The locations and description of any utility lines and other installations of any kind or other description known to exist within the construction area. The location includes dimensions to permanent features.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>i. The locations and dimensions of any changes to buildings and structures.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>j. Correct grade or alignment of roads.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>k. Correct elevations to changes made in site grading.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>l. Changes in details of design or additional information such as approved placement details, pipe sizes, material changes, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>m. Where drawings and/or specifications allow options, only the option actually used in the construction shall be shown on the record drawings.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>n. The location and description of any safety features such as guardrails, attenuators, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								

Streets, Sidewalks, Ramps, Curbs, Gutters and Others Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
Requirements								
<i>a. Show all right-of-way or easement lines, clearly labeled public or private</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>b. Provide typical offset dimensions from property, right-of-way or easement lines.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>c. ADA ramp or curb opening installation that deviate from original plans shall be noted on record drawings.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Streets, Sidewalks, Ramps, Curbs, Gutters and Others Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
d. Provide special detail drawings or shop drawings where installations were not shown on original drawings due to field conditions or where required for clarity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Monuments installed or encountered within the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Locate and describe all installed regulatory or warning signage and pavement markings within the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Location and species information on installed street trees and lighting fixtures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Locate irrigation lines, controllers, sprinkler heads, backflow devices, pressure reducing valves, meters, supply sources and tap locations using two directions. Swing ties should be made from objects that are permanent in nature.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Location, type, material and reinforcement, height, drainage systems and foundation information of all retaining walls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Note any changes to the alignment, either vertically or horizontally, of curb & gutter, sidewalk, pavers or any other surface improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Provide crown line spot elevations approximately on 100-foot stations, or as field conditions warrant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Horizontal Improvements/Parking Layout.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Locate and describe all surface parking areas. Provide description as to surface material.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Locate and describe all installed regulatory or warning signage and pavement markings within the project. Any deviations from the approved construction drawings shall be noted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Locate all sidewalks and ADA pedestrian access features. Provide material type and width.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Show all right-of-way or easement lines, clearly labeled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Streets, Sidewalks, Ramps, Curbs, Gutters and Others Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
q. Special detail drawings will be required where installations were not as shown on original drawings due to field conditions or where required for clarity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. Location, type, material and reinforcement, height, drainage systems and foundation information of all retaining walls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								

3. STORMWATER RECORD DRAWINGS (section 2.8.2 of SDSM)

As part of the project closeout process, a full size hard copy and one electronic PDF format copy of the record drawings, properly identified, executed, and certified shall be delivered to the Engineering Division. File format, data standards, and other information shall conform to the current data submittal requirements as issued by the City of Charleston GIS Division. Additionally, the record drawings for stormwater facilities shall contain the following information:

2.8.2.1 Piped Drainage Systems Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
Requirements								
a. Enter actual values beside planned values on the approved construction plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Show elevations to the nearest 0.01'. Actual elevations within 0.10' of the planned values are sufficient except where higher accuracy is needed to indicate positive flow.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Diameter, material and class of all pipes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Type of joint of all pipes (O-Ring, T&G, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Invert of pipe at outfall and all structures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Slope and lengths of all pipe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Structure type and elevations (top of grate, throat elevation, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Location of all pipe and structures in relation to drainage easements on plan view.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Centerline roadway elevations at all low points and other stormwater crossings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Length, depth, and width of all outfall protection as specified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



2.8.2.1 Piped Drainage Systems Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
k. Profiles of as constructed pipe and structures in relation to as constructed finished grade. Show all crossing pipes (sanitary, water, gas, etc.) as applicable with separation distance. This includes above and below crossings								
Comments:								

2.8.2.2 Open Channel Drainage System Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
Requirements								
a. Enter actual values beside planned values on the approved construction plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Show elevations to the nearest 0.1' except where higher accuracy is needed to indicate positive flow.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Actual elevations within 0.1' of the planned values are sufficient except where higher accuracy is needed to indicate positive flow.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Slope of all open channels.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. For swales 1' or less in depth, show actual side slopes and spot invert elevations at a frequency of at least every 100'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. For swales or ditches greater than 1' in depth, show top of bank and toe of slope designations and elevations at a frequency of at least every 100'.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. For ditches 3' or greater in depth, generate actual 1' contours.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Location of ditch or swale in relation to drainage easements on plan view.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Length, depth, and width of all outfall protection or other erosion control as specified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								



2.8.2.3 Stormwater Management Pond or Basin Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
Requirements								
a. Enter actual values beside planned values on the approved construction plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Show elevations to the nearest 0.01'. Actual elevations within 0.10' of the planned values are sufficient except where higher accuracy is needed to indicate positive flow.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Sufficient elevations along top of dam/pond to verify design elevation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sufficient elevations along toe of slope and bottom of pond to verify design elevation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Generate actual 1' contours and provide a stage-volume table to confirm design volume.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Verify pond slopes and vegetative cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Location, elevations, slopes, and dimensions of all orifices, weirs, spillways, trash racks or any other aspects of outfall control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Location, dimensions, and elevations of emergency spillway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Outfall protection location and dimensions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Water elevation in pond at time of survey, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Provide location, dimensions, make or brand, model, serial number and maintenance manual for any engineered water quality treatment devices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								



2.8.2.4 Certifications Statement Item/Description	1 st Review		2 nd Review		3 rd Review		4 th Review	
	Yes	No	Yes	No	Yes	No	Yes	No
Requirements								
The record drawing must include the following statements if the Engineer of record and the Surveyor of record are not one in the same:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>"I hereby sign and affix my seal to certify to the best of my knowledge that the comprehensive stormwater management system and road infrastructure as constructed is in substantial conformance with the standards, dimensions and specifications of the approved construction drawings."</p> <p>_____ SC Registered Professional Engineer (Reg. No.) Date</p> <p>"The dimensions shown on the record drawings were obtained in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina. The horizontal dimensions shown are within ± 1 foot tolerance. Vertical dimensions are accurate to within ± 0.01 foot."</p> <p>_____ SC Registered Land Surveyor (Reg. No.) Date</p>								
If the South Carolina registered Engineer and Surveyor are one in the same, the record drawing must include the following statement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>"I hereby sign and affix my seal to certify to the best of my knowledge that this record drawing accurately represents existing field conditions and that the comprehensive stormwater management system and road infrastructure as constructed is in substantial conformance with the standards, dimensions and specifications of the approved construction drawings."</p> <p>_____ SC Registered Professional Engineer (Reg. No.)/Surveyor (Reg. No.) Date</p>								
Comments:								



CITY OF CHARLESTON, SOUTH CAROLINA

**Department of Public Service
Engineering Division**

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES

THIS MAINTENANCE COVENANT AND ACCESS EASEMENT ("Covenant Agreement") is made this _____ day of _____, 20____, between _____ ("Property Owner") and the CITY OF CHARLESTON, a municipal corporation organized under the laws of the State of South Carolina (the "City").

RECITALS

- A. Property Owner is the owner of certain real property located in the City of Charleston, Charleston County, South Carolina, legally described on Exhibit A attached hereto and _____ (the "Property").
- B. The City has approved the Construction Activity Application submitted by the Property Owner for Development, Re-Development, or other Construction Activities. This Covenant Agreement applies to all Best Management Practices (BMPs) used by the Property Owner for the control of stormwater, including detention and retention ponds. This Covenant Agreement applies to all BMPs as described in the approved construction plans and any other BMPs that may hereafter be constructed on the Property.
- C. To protect subsequent owners of the Property and owners of neighboring property, the City is requiring that Property Owner enter into this Covenant Agreement as a condition to the City's approval of the Construction Activity Application and approval of the final plat for the Property.
- D. This Covenant Agreement is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all citizens of the City of Charleston and their successors and assigns.

COVENANT AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Property Owner agree as follows:

- A. The above stated recitals are incorporated herein by reference as if fully restated verbatim.
- B. **Definitions.**



The following words and terms when used in this Article shall have the meaning respectively ascribed to them in this Section.

“Best Management Practices (BMPs)” are any structural or non-structural measure including, but not limited to stormwater detention and retention ponds or facility used for the control of stormwater runoff, be it for quantity or quality control. BMPs also include schedules of activities, prohibitions of practices, maintenance procedures, treatment requirements, operating procedures, and other management practices to control site runoff, spillage or leaks, sludge or waste disposal, drainage from raw material storage, or measures that otherwise prevent or reduce the pollutant loading of receiving waters.

“Forebay” is a settling basin, engineered structure, or plunge pool constructed at the incoming discharge points of a stormwater BMP which helps to isolate the sediment deposition in an accessible area.

C. Covenant to Maintain and Repair.

Property Owner shall at all times maintain the BMPs in good working order, condition, and repair, clear of all debris, and in compliance with all applicable federal, state and municipal laws, rules, regulations, and guidelines (including those adopted from time to time by the City, including but not limited to, the City’s Stormwater Design Standards Manual), and in accordance with the Property Owner Responsibilities set forth in this Covenant Agreement.

D. Property Owner Responsibilities.

1. Regular Inspections: Inspections shall be performed at least twice a year or more regularly as listed below. In the event of a sale or a transfer of property, the original set of inspection records or a copy of the original inspection records shall be provided to the new property owner. BMP Inspection reports shall be generated and kept on file for five (5) years. BMP Reports shall be made available to the City of Charleston within seven (7) business days upon written request. If such reports are generated by a third party, the reports shall remain the owner’s (or owners’) responsibility to maintain.
2. Routine Maintenance: Maintenance activities needed on a routine basis are listed below. All activities listed below shall be performed at the frequency specified below or more frequently as needed.
 - a. Vegetation Management: If applicable, grass shall be mowed every two (2) weeks or more frequently as needed during the growing season.
 - b. Inlet and Outlet Structures: Any blockage of inlet and outlet structures shall be removed immediately. Inlet and outlet protection shall be repaired or replaced as needed.
 - c. Debris and Litter: Trash and other debris that collects in stormwater detention and retention ponds shall be removed immediately. Trash and other debris that collects in other BMPs shall be removed as recommended by the manufacturer or at a frequency such that the function of the BMP is not adversely affected.
3. Sediment Removal: BMPs will trap sediments and other material over time and shall be maintained in accordance with the submitted and City-approved post-construction maintenance plan. Removal of the sediment shall occur no less frequently than once per



year for manufactured BMPs, or once every five years for stormwater detention and retention ponds, or as specified by the BMP manufacturer, whichever is more frequent. If a Forebay exists, any trash or other debris shall be completely removed as discovered through routine maintenance activities or inspections.

4. Slope Stabilization/Structural Integrity: Slope erosion, sink holes, or other slope structural deficiencies shall be repaired upon discovery through routine maintenance activities or inspections.
5. The City of Charleston reserves the right to alter the maintenance schedule and required activity(ies) as necessary to ensure the proper function of a BMP.

E. Additional Responsibilities.

Additional routine or long-term maintenance activities to be performed on the BMPs. This section may also be used to replace the list of maintenance activities listed above or to list manufacturer requirements.

F. Failure to Perform Covenant Agreement

If the City determines that Property Owner is not in compliance with the requirements contained in this Covenant Agreement, except in the case of emergency, the City or its designee shall give the Property Owner written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the City's satisfaction within seven (7) days after the date of such notice, Property Owner hereby grants to the City, its employees, independent contractors and designees the right to enter the Property to perform any and all work required to bring the BMPs into compliance with the requirements contained in this Covenant Agreement. The scope of work required shall be determined by the City at its sole discretion.

If the City determines that the Property Owner is not in compliance with the requirements contained in this Covenant Agreement and determines that there exists or will likely exist an emergency on or about the Property with respect to the BMPs, Property Owner hereby grants to the City, its employees, independent contractors and designees the right to enter the Property to perform any and all work required to bring the BMPs into compliance with the requirements contained in this Covenant Agreement, and in such case the City shall use reasonable efforts to notify the Property Owner prior to



entering the Property.

G. Reimbursement.

SAMPLE



If the City exercises its right to enter the Property under the authority granted to it by this Covenant Agreement (to include inspection, sampling, repairing, maintaining, and monitoring), Property Owner shall reimburse the City for all of its costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice from the City for such work. If Property Owner fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to the prime rate being the rate from time to time publicly announced and published daily in the Wall Street Journal plus three percent (3%). Such amount, together with interest, shall be a lien on the Property (and each of the lots contained therein) which may be foreclosed in accordance with the law, as amended from time to time. If the Property is owned by more than one person (i.e., multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts provided for under the requirements contained in this Covenant Agreement.

H. Indemnification.

Property Owner agrees to indemnify, defend, and hold harmless the City, its employees, independent contractors and designees harmless from and against any liability, losses, costs, expenses (including reasonable attorneys' fees), claims or suits arising from Property Owner's failure to perform its obligations under this Covenant Agreement or any exercise of the City, its employees, independent contractors or designees of their rights under this Covenant Agreement.

I. Access Easement.

Property Owner hereby grants the City, its employees, independent contractors and designees a nonexclusive easement for ingress and egress over, across and under the Property for the purposes described in this Covenant Agreement and from time to time at the City's sole discretion to inspect, sample, and monitor components of the BMPs and discharges there from.

PROPERTY OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (INCLUDING ALL OWNERS OF LOTS IN THE PROPERTY), AGREES THAT THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS AND/OR DESIGNEES SHALL NOT HAVE ANY OBLIGATION TO EXERCISE THEIR RIGHTS UNDER THIS COVENANT AGREEMENT OR TO PERFORM ANY MAINTENANCE OR REPAIR OF THE BMPS, AND THAT THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS AND/OR DESIGNEES SHALL NOT HAVE ANY LIABILITY TO PROPERTY OWNER OR ANY OF PROPERTY OWNER'S SUCCESSORS OR ASSIGNS (INCLUDING OWNERS OF LOTS IN THE PROPERTY) IN CONNECTION WITH THE EXERCISE OR NONEXERCISE OF SUCH RIGHTS, THE MAINTENANCE OR REPAIR OF THE BMPS, OR THE FAILURE TO PERFORM THE SAME.

J. This Covenant Agreement Runs with the Land.

The parties' rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Property Owner and their respective successors and assigns including, without limitation, subsequent owners of the Property and any homeowner's association owning common areas on the Property.

K. Assignment.



The obligations of the Property Owner (and subsequent owners of the Property) under this Covenant Agreement shall not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee shall assume such obligations), or (b) with the prior written consent of the City.

L. Authority.

By executing this Covenant Agreement, the Property Owner represents and warrants to the City that he or she has the full power and authority to do so and that the Property Owner has full right and authority to enter into this Covenant Agreement and perform its obligations under this Covenant Agreement.

M. Entire Covenant Agreement.

This Covenant Agreement constitutes the entire Covenant Agreement between the parties, and supersedes all prior discussion, negotiations, and all agreements whatsoever whether oral or written.

N. Governing Laws.

The laws of South Carolina shall govern this Covenant Agreement. Any and all litigation arising under or as a result of said Covenant Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina.



PROPERTY AND BMP DESCRIPTIONS

PARCEL/TMS#: _____

NAME & TYPE OF BMP(S):

LOCATION OF BMP(S):

PROPERTY DEED RECORDED DATE:

TITLE OF SITE PLAN:

(Shall exactly match the title given on application for a land disturbance permit)

PROJECT ENGINEERING FIRM:

PROJECT CONSTRUCTION FIRM:

NUMBER & DATE OF LAND DISTURBANCE PERMIT:

ENGINEERING DIVISION APPROVAL OF MAINTENANCE CONVENANTS



PROPERTY OWNERS

NAME : _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

NAME : _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

NAME : _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____



IN WITNESS WHEREOF, the Property Owner and the City have executed this Covenant Agreement on the date first written above.

PROPERTY OWNER: _____

BY: _____ ITS: _____

Witness: _____ Printed Name _____

Witness: _____ Printed Name _____

STATE OF SOUTH CAROLINA) ss
County of Charleston)

This instrument was acknowledged before me on _____, by
_____ as _____.

Notary Public for South Carolina
My Commission Expires _____

THE CITY OF CHARLESTON, SOUTH CAROLINA

BY: _____ ITS: _____

Witness: _____ Printed Name _____

Witness: _____ Printed Name _____

STATE OF SOUTH CAROLINA) ss
County of Charleston)

This instrument was acknowledged before me on _____, by
_____ as _____ of the City of
Charleston.

Notary Public for South Carolina
My Commission Expires _____

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Witness #1

Name:

Witness #2

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of _____, a _____, on behalf of the Owner on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

Appendix C – Bonding Examples





Performance Bonding Analysis Approval

To: Engineer
Company
Street Address
City, State Zip

Project: Project Name

Subject: Bonding Analysis Approval for
Sidewalks

As checked below:

<input checked="" type="checkbox"/> As requested	<input type="checkbox"/> As discussed	<input type="checkbox"/> For your comments
<input checked="" type="checkbox"/> Approved as is	<input type="checkbox"/> Revise & resubmit	<input type="checkbox"/> For your use
<input type="checkbox"/> Approved w/correct.	<input type="checkbox"/> Returned w/correct.	<input type="checkbox"/> Other:

We are sending you:

<input checked="" type="checkbox"/> Attached	<input checked="" type="checkbox"/> Via email	<input type="checkbox"/> Via mail	<input type="checkbox"/> Pick-up
--	---	-----------------------------------	----------------------------------

The following:

No. of Copies	Description
1	Bonding Analysis Approval for Sidewalks

Remarks:

/S/

Eduardo A. Calderon, P.E.
Senior Civil Engineer
(843)724-3760
calderone@charleston-sc.gov

Date:

cc: M. Dinunzio w/attachment.



Warranty Bonding Analysis Approval

To: Engineer
Company
Street Address
City, State Zip

Project: Project Name

Subject: Warranty Bond Analysis Approval

As checked below:

<input checked="" type="checkbox"/> As requested	<input type="checkbox"/> As discussed	<input type="checkbox"/> For your comments
<input checked="" type="checkbox"/> Approved as is	<input type="checkbox"/> Revise & resubmit	<input type="checkbox"/> For your use
<input type="checkbox"/> Approved w/correct.	<input type="checkbox"/> Returned w/correct.	<input type="checkbox"/> Other:

We are sending you:

<input checked="" type="checkbox"/> Attached	<input checked="" type="checkbox"/> Via email	<input type="checkbox"/> Via mail	<input type="checkbox"/> Pick-up
--	---	-----------------------------------	----------------------------------

The following:

No. of Copies	Description
1	Warranty Bond Analysis Approval for [Project Name]

Remarks:

/S/

Eduardo A. Calderon, P.E.
Senior Civil Engineer
(843)724-3760
calderone@charleston-sc.gov

Date:

cc: M. Dinunzio w/attachment.

Appendix D – Dedication Forms





Dedication Package Instructions

Purpose:

As part of the dedication process, various legal and City forms must be submitted before the final plat can be filed for recording at the RMC office. The purpose of these instructions is to assist the applicant in completing the forms correctly, and to provide a comprehensive overview of the Dedication Package submittal process. For information on final plat or as-built submittals, please see our website: www.charleston-sc.gov → Public Service → Engineering.

Instructions:

Step 1 – Filling-out the forms and compiling the package.

After your plat has obtained approval from the City Plat Review Committee, you can begin the Dedication package process. When you are printing out forms and compiling the package, here are a few things to keep in mind:

- Please *do not* fill-in the date on any form, with the language: "Agreement is made and entered into this _____ Day of _____, 20____." This information will be filled-in at the time the document is recorded at the appropriate County Office.
- Please *do not* staple any of the documents that will be notarized and/or recorded.
- Please note: the number of plat copies has changed: please submit *only 5* copies (As of 1/1/2017).

Once you have all of your documents filled-out and notarized as needed, you can compile your package. Please include a checklist with the portion for the applicant fully completed. *Incomplete* submittals will not be accepted. They will be immediately returned to the applicant for completion.

Step 2 – Schedule the first review meeting to submit the package.

Once you've compiled your Dedication package, you can then schedule the meeting to review it with the Engineering Technician. You may call the Engineering Technician to schedule the meeting, at 843.724.3764. Please be sure to communicate what day/time you would like to try to schedule the meeting for, as well as any additional persons to include in the meeting.

Step 3 – The Review

During the meeting, the package will be reviewed for completeness. This will include a review of the following:

- Review of street names on the final plat
- Double checking that each document is provided and complete
- Verifying that bond amounts match the analyses

As each item is checked, the Engineering Technician will mark the City portion of the checklist. Based on the outcome, the applicant will either be able to submit for recording, or will need to revise and resubmit.

Step 4 – Comments and Resubmittal

If the City finds that the package is not complete, or that a document needs to be revised, they will issue specific comments, within the checklist form, for the applicant. At the conclusion of the meeting, the applicant will be given a copy of the checklist/comments. Once you have made all the necessary revisions, please contact the Technician to schedule a meeting for a follow-up review of the package, just as you did with the first review.



Step 5 –Package is found acceptable and the plat is recorded.

If the package is found acceptable, you will be asked to leave it with the Engineering Technician, along with a recording fee for the plat. The Technician will take care of recording the plat, presenting the documents to the Director of Public Service for signatures, and submitting the documentation to Council for Acceptance. Depending on the schedule for Council meetings, this may take up to 6 weeks. If you have questions about where your package is at in the process, please contact the Engineering Technician.

Step 6 – Package is accepted by City Council and the documents are recorded.

Once the package is accepted, the other documents will need to be recorded. The Engineering Technician will notify the proper contact person of the day/time that he will be at the appropriate County office (Charleston or Berkeley) to record the documents. The applicant may then meet the Technician at the Recorder's office to write a check for each document recording fee altogether.

Any further inquiries or requests for information, may be directed
to the Engineering Technician at 843.724.3764



Subdivision Name/Phase: _____

Submitted By (Name/Company): _____

Phone and Email: _____

Engineering Tracking Number: _____

Date: _____

Required Submission Items

(Applicant is responsible for ensuring documents are complete.)

C – Complete **I** – Incomplete **R** – Revise per Comments **N/A** – Not Applicable to Package

Status (Submitted by Applicant):

Status (Checked by City):

1. Final Plat with Plat Review Committee Approval (Five (5) originals and one (1) 11x17)

2. Street Lighting Approval Letter (obtained from Parks)

3. Mortgage Affidavit - if no Partial Release (MA4-2013)

4. Partial Release – if no Mortgage Affidavit (PR8-2016)

5. Title to Real Estate (Warranty Deed) (TRE6-2016)

6. Affidavit for Exempt or Non-Exempt Transfers (ATET4-2013)

7. Exclusive Stormwater Drainage Easement (ESWDE8-2016)

8. HOA's Bylaws, Covenants & Restrictions, and all Amendments

9. Covenants for Permanent Maintenance of Stormwater Facilities (CPMSF-2014)



10. Final Inspection Report (provided by Engineering)		
11. Record Drawings - Provide three (3) hard copies and 1 digital copy		
12. Video of Stormwater drainage system, including documentation signed and sealed by engineer (ref. – section 2.8 of Stormwater Design Standards Manual)		
13. Final Zoning Inspection Approval		
14. Public Infrastructure Survey of Roadways (ISR1-2015)		
15. Public Infrastructure Survey of Structures (ISS1-2011)		
16. Recording Fees – Please see www.charlestoncounty.org, or berkeleycountysc.org, for fee schedules. Plat: \$ Date Rec'd: Other(s) \$: Date Rec'd:		

Bonding Items		Status (By Applicant):	Status (Checked by City):
Performance:			
17. Public Infrastructure Bonding Analysis Approval			
18. Public Infrastructure Bond Agreement (LPIBA1-2016)			
19. Public Infrastructure Bond			
20. Street Tree Bonding Analysis			
21. Street Tree Bonding Agreement (STBA4-2013)			
22. Street Tree Bond			



Bonding Items		Status (By Applicant):	Status (Checked by City):
Warranty:			
23. Two-Year Warranty Bonding Analysis Approval			
24. Two-Year Warranty Agreement (TYWAPI8-2016)			
25. Two-Year Warranty Bond			
26. Street Tree Warranty Agreement (WAST9-2016)			
27. Street Tree Warranty Bond			

I hereby acknowledge by my signature that this application and submittal are complete and accurate. I understand that additional information or clarification may be requested during the review process prior to approval. I understand that incomplete submittals will not be accepted.

Name
(Applicant Signature)

Date

Acting as the agent for the City of Charleston, I hereby certify that this dedication package has been checked for completeness and accuracy and is acceptable according to the standards and requirements set forth by the City of Charleston for the Dedication Process. This package:

- ☐ Is Acceptable
☐ Requires Revisions and Resubmittal

Name
(Engineering Technician or Other City Representative)

Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

MORTGAGE AFFIDAVIT

PERSONALLY APPEARED before me _____,

who, first being duly sworn, deposes and states as follows:

- That I/we am/are the owner(s) of certain piece(s) of real property more particularly described as follows (please attach or include below a legal description of the property):
- That there is/are no mortgages, liens, judgments, lis pendens, or delinquent tax liens, or delinquent taxes on said real property.

FURTHER AFFIANT(S) SAITH NOT.

Owner's signature

Name printed

Owner's signature

Name printed

Subscribed to and sworn to before me this
_____ day of _____, 20_

Notary Public of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____) PARTIAL RELEASE

KNOWN ALL MEN BY THESE PRESENTS, that _____
is the owner and holder of that certain mortgage, judgment, lis pendens, lien, delinquent tax lien,
executed by _____ dated _____, 20____, and
recorded in the Office of the RMC for _____ County in Book _____ at Page
_____ on _____, 20____, with any and all amendments filed thereto, and the
indebtedness secured thereby, does hereby, for value received, release and relinquish the lien of the aforesaid
mortgage, judgment, lis pendens, lien, delinquent tax lien insofar, and insofar only, as it affects the following
property:

ALL those certain streets, roads, drives, cul-de-sacs, and drainage easements situate, lying and being in
the City of Charleston, County of _____, State of South Carolina, located in
(Insert Property Description) _____

TMS# _____ (portion of)

PROVIDED, HOWEVER, that the security of the said _____ as
set forth in the mortgage, judgment, lis pendens, lien, delinquent tax lien shall be preserved and protected in all
respects except as to the property hereinabove referred to and described; and that the lien of the said
instrument, except as hereby remised, released and discharged, shall remain in full force and effect.

IN WITNESS WHEREOF, _____, by its
_____, has caused its name to be
hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF

Witness Number 1

Witness Number 2

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

PERSONALLY appeared before me _____, and made
oath that (s)he saw the within named _____, by its
_____, _____ sign, seal and
deliver the within written partial release and that (s)he with _____,
witnessed the execution thereof this _____ day of _____, 20__.

SWORN to before me this _____ day
of _____, 20__.

Notary Public for South Carolina
My commission expires: _____

TITLE TO REAL ESTATE

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of _____ State of South Carolina, identified as (list street names)

as shown and designated on a plat entitled

This being a portion of the property conveyed to Grantor herein by deed of the _____ dated _____ and recorded _____ in Book _____ at Page _____ in the _____ Office for _____ County, South Carolina.

City of Charleston Department
of Public Service Engineering
Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this _____ day of _____ 20____.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor

Witness Number One

Printed Name

Printed Name

Witness Number Two

Printed Name

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of _____, a _____, on behalf of the Grantor on the _____ day of _____, 20____..

Signature of Notary: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF _____) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by _____
to _____ on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) _____ exempt from the deed recording fee because (See Information section of affidavit): _____ (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

Print or Type Name Here

Sworn this _____ day of _____, 20____

Notary Public for _____
My Commission Expires: _____, 20____

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Witness #1

Name:

Witness #2

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of _____, a _____, on behalf of the Owner on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY



CITY OF CHARLESTON, SOUTH CAROLINA

**Department of Public Service
Engineering Division**

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES

THIS MAINTENANCE COVENANT AND ACCESS EASEMENT ("Covenant Agreement") is made this _____ day of _____, 20____, between _____ ("Property Owner") and the CITY OF CHARLESTON, a municipal corporation organized under the laws of the State of South Carolina (the "City").

RECITALS

- A. Property Owner is the owner of certain real property located in the City of Charleston, Charleston County, South Carolina, legally described on Exhibit A attached hereto and _____ (the "Property").
- B. The City has approved the Construction Activity Application submitted by the Property Owner for Development, Re-Development, or other Construction Activities. This Covenant Agreement applies to all Best Management Practices (BMPs) used by the Property Owner for the control of stormwater, including detention and retention ponds. This Covenant Agreement applies to all BMPs as described in the approved construction plans and any other BMPs that may hereafter be constructed on the Property.
- C. To protect subsequent owners of the Property and owners of neighboring property, the City is requiring that Property Owner enter into this Covenant Agreement as a condition to the City's approval of the Construction Activity Application and approval of the final plat for the Property.
- D. This Covenant Agreement is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all citizens of the City of Charleston and their successors and assigns.

COVENANT AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Property Owner agree as follows:

- A. The above stated recitals are incorporated herein by reference as if fully restated verbatim.
- B. **Definitions.**



The following words and terms when used in this Article shall have the meaning respectively ascribed to them in this Section.

“Best Management Practices (BMPs)” are any structural or non-structural measure including, but not limited to stormwater detention and retention ponds or facility used for the control of stormwater runoff, be it for quantity or quality control. BMPs also include schedules of activities, prohibitions of practices, maintenance procedures, treatment requirements, operating procedures, and other management practices to control site runoff, spillage or leaks, sludge or waste disposal, drainage from raw material storage, or measures that otherwise prevent or reduce the pollutant loading of receiving waters.

“Forebay” is a settling basin, engineered structure, or plunge pool constructed at the incoming discharge points of a stormwater BMP which helps to isolate the sediment deposition in an accessible area.

C. Covenant to Maintain and Repair.

Property Owner shall at all times maintain the BMPs in good working order, condition, and repair, clear of all debris, and in compliance with all applicable federal, state and municipal laws, rules, regulations, and guidelines (including those adopted from time to time by the City, including but not limited to, the City’s Stormwater Design Standards Manual), and in accordance with the Property Owner Responsibilities set forth in this Covenant Agreement.

D. Property Owner Responsibilities.

1. Regular Inspections: Inspections shall be performed at least twice a year or more regularly as listed below. In the event of a sale or a transfer of property, the original set of inspection records or a copy of the original inspection records shall be provided to the new property owner. BMP Inspection reports shall be generated and kept on file for five (5) years. BMP Reports shall be made available to the City of Charleston within seven (7) business days upon written request. If such reports are generated by a third party, the reports shall remain the owner’s (or owners’) responsibility to maintain.
2. Routine Maintenance: Maintenance activities needed on a routine basis are listed below. All activities listed below shall be performed at the frequency specified below or more frequently as needed.
 - a. Vegetation Management: If applicable, grass shall be mowed every two (2) weeks or more frequently as needed during the growing season.
 - b. Inlet and Outlet Structures: Any blockage of inlet and outlet structures shall be removed immediately. Inlet and outlet protection shall be repaired or replaced as needed.
 - c. Debris and Litter: Trash and other debris that collects in stormwater detention and retention ponds shall be removed immediately. Trash and other debris that collects in other BMPs shall be removed as recommended by the manufacturer or at a frequency such that the function of the BMP is not adversely affected.
3. Sediment Removal: BMPs will trap sediments and other material over time and shall be maintained in accordance with the submitted and City-approved post-construction maintenance plan. Removal of the sediment shall occur no less frequently than once per



year for manufactured BMPs, or once every five years for stormwater detention and retention ponds, or as specified by the BMP manufacturer, whichever is more frequent. If a Forebay exists, any trash or other debris shall be completely removed as discovered through routine maintenance activities or inspections.

4. Slope Stabilization/Structural Integrity: Slope erosion, sink holes, or other slope structural deficiencies shall be repaired upon discovery through routine maintenance activities or inspections.
5. The City of Charleston reserves the right to alter the maintenance schedule and required activity(ies) as necessary to ensure the proper function of a BMP.

E. Additional Responsibilities.

Additional routine or long-term maintenance activities to be performed on the BMPs. This section may also be used to replace the list of maintenance activities listed above or to list manufacturer requirements.

F. Failure to Perform Covenant Agreement

If the City determines that Property Owner is not in compliance with the requirements contained in this Covenant Agreement, except in the case of emergency, the City or its designee shall give the Property Owner written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the City's satisfaction within seven (7) days after the date of such notice, Property Owner hereby grants to the City, its employees, independent contractors and designees the right to enter the Property to perform any and all work required to bring the BMPs into compliance with the requirements contained in this Covenant Agreement. The scope of work required shall be determined by the City at its sole discretion.

If the City determines that the Property Owner is not in compliance with the requirements contained in this Covenant Agreement and determines that there exists or will likely exist an emergency on or about the Property with respect to the BMPs, Property Owner hereby grants to the City, its employees, independent contractors and designees the right to enter the Property to perform any and all work required to bring the BMPs into compliance with the requirements contained in this Covenant Agreement, and in such case the City shall use reasonable efforts to notify the Property Owner prior to



entering the Property.

G. Reimbursement.

SAMPLE



If the City exercises its right to enter the Property under the authority granted to it by this Covenant Agreement (to include inspection, sampling, repairing, maintaining, and monitoring), Property Owner shall reimburse the City for all of its costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice from the City for such work. If Property Owner fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to the prime rate being the rate from time to time publicly announced and published daily in the Wall Street Journal plus three percent (3%). Such amount, together with interest, shall be a lien on the Property (and each of the lots contained therein) which may be foreclosed in accordance with the law, as amended from time to time. If the Property is owned by more than one person (i.e., multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts provided for under the requirements contained in this Covenant Agreement.

H. Indemnification.

Property Owner agrees to indemnify, defend, and hold harmless the City, its employees, independent contractors and designees harmless from and against any liability, losses, costs, expenses (including reasonable attorneys' fees), claims or suits arising from Property Owner's failure to perform its obligations under this Covenant Agreement or any exercise of the City, its employees, independent contractors or designees of their rights under this Covenant Agreement.

I. Access Easement.

Property Owner hereby grants the City, its employees, independent contractors and designees a nonexclusive easement for ingress and egress over, across and under the Property for the purposes described in this Covenant Agreement and from time to time at the City's sole discretion to inspect, sample, and monitor components of the BMPs and discharges there from.

PROPERTY OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (INCLUDING ALL OWNERS OF LOTS IN THE PROPERTY), AGREES THAT THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS AND/OR DESIGNEES SHALL NOT HAVE ANY OBLIGATION TO EXERCISE THEIR RIGHTS UNDER THIS COVENANT AGREEMENT OR TO PERFORM ANY MAINTENANCE OR REPAIR OF THE BMPS, AND THAT THE CITY, ITS EMPLOYEES, INDEPENDENT CONTRACTORS AND/OR DESIGNEES SHALL NOT HAVE ANY LIABILITY TO PROPERTY OWNER OR ANY OF PROPERTY OWNER'S SUCCESSORS OR ASSIGNS (INCLUDING OWNERS OF LOTS IN THE PROPERTY) IN CONNECTION WITH THE EXERCISE OR NONEXERCISE OF SUCH RIGHTS, THE MAINTENANCE OR REPAIR OF THE BMPS, OR THE FAILURE TO PERFORM THE SAME.

J. This Covenant Agreement Runs with the Land.

The parties' rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Property Owner and their respective successors and assigns including, without limitation, subsequent owners of the Property and any homeowner's association owning common areas on the Property.

K. Assignment.



The obligations of the Property Owner (and subsequent owners of the Property) under this Covenant Agreement shall not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee shall assume such obligations), or (b) with the prior written consent of the City.

L. Authority.

By executing this Covenant Agreement, the Property Owner represents and warrants to the City that he or she has the full power and authority to do so and that the Property Owner has full right and authority to enter into this Covenant Agreement and perform its obligations under this Covenant Agreement.

M. Entire Covenant Agreement.

This Covenant Agreement constitutes the entire Covenant Agreement between the parties, and supersedes all prior discussion, negotiations, and all agreements whatsoever whether oral or written.

N. Governing Laws.

The laws of South Carolina shall govern this Covenant Agreement. Any and all litigation arising under or as a result of said Covenant Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina.



PROPERTY AND BMP DESCRIPTIONS

PARCEL/TMS#: _____

NAME & TYPE OF BMP(S):

LOCATION OF BMP(S):

PROPERTY DEED RECORDED DATE:

TITLE OF SITE PLAN:

(Shall exactly match the title given on application for a land disturbance permit)

PROJECT ENGINEERING FIRM:

PROJECT CONSTRUCTION FIRM:

NUMBER & DATE OF LAND DISTURBANCE PERMIT:

ENGINEERING DIVISION APPROVAL OF MAINTENANCE CONVENANTS



PROPERTY OWNERS

NAME : _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

NAME : _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

NAME : _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE: _____ **FAX:** _____

E-MAIL: _____



IN WITNESS WHEREOF, the Property Owner and the City have executed this Covenant Agreement on the date first written above.

PROPERTY OWNER: _____

BY: _____ ITS: _____

Witness: _____ Printed Name _____

Witness: _____ Printed Name _____

STATE OF SOUTH CAROLINA) ss
County of Charleston)

This instrument was acknowledged before me on _____, by
_____ as _____.

Notary Public for South Carolina
My Commission Expires _____

THE CITY OF CHARLESTON, SOUTH CAROLINA

BY: _____ ITS: _____

Witness: _____ Printed Name _____

Witness: _____ Printed Name _____

STATE OF SOUTH CAROLINA) ss
County of Charleston)

This instrument was acknowledged before me on _____, by
_____ as _____ of the City of
Charleston.

Notary Public for South Carolina
My Commission Expires _____

Infrastructure Survey – Roadways

City of Charleston, South Carolina

Project Name: _____

Roadway Identification and Limits:

Name of Street on Final Plat	
Section of Street	<input type="checkbox"/> Partial <input type="checkbox"/> Complete
Section of Street Begins at	
Section of Street Ends at	
Subdivision Name & Phase (If Applicable):	

Check One:

<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Light Industrial	<input type="checkbox"/> Heavy Industrial
--------------------------------------	-------------------------------------	---	---

Roadway:

Wearing Surface	
Roadway Total Length	
Average Pavement Width	
Right-of-Way Width	
Pavement Section:	
<i>(Materials, SCDOT Designation and Thickness)</i>	
Surface Course	
Binder Course	
Base Course	
Subgrade	
Underdrains <i>(Right, Left or Both)</i>	

Sidewalk:

Material	
Width	
Length	
Side of The Street <i>(Right, Left or Both)</i>	

Curb, Curb And Gutter:

6" Concrete Vertical Curb	
6" Granite Curb	
Other Curb (Describe)	
18" Concrete Roll Curb and Gutter	
24" Concrete Roll Curb and Gutter	
18" Concrete Vertical Curb & Gutter	
24" Concrete Vertical Curb & Gutter	
Valley Gutter	

Cost Data, Roadway:

Right-of-Way Costs <i>(Cost of Land Only)</i>	\$
Construction Costs <i>(Roadway Construction Only)</i>	\$
Paid by	

GL Account No. (City Use Only)	#
--------------------------------	---

Cost Data, Sidewalk:

Cost of Construction (For Sidewalks Only)	\$
Paid by	
GL Account No. (City Use Only)	#

Cost Data, Curb, Curb and Gutter:

Cost of Construction (For Curb, Curb and Gutter Only)	\$
Paid by	
GL Account No. (City Use Only)	#

Comments:

--

Developer Certification:

Name of Developer:	
Developer's Address:	
Developer's Authorized Signature:	
Date:	

Engineer Certification:

Name of Engineer of Record:	
Engineer's Address:	
Engineer's Authorized Signature:	
Date:	

For City Use Only:

City Council District Number:	
Political Jurisdiction	<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State
Maintenance Jurisdiction	<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State
Review by Finance	By: _____ Date: _____
Date of Acceptance/Dedication by City Council:	Date: _____
Forwarded to Finance	Date: _____
Forwarded to Charleston County	Date: _____
Forwarded to Gis	Date: _____

INFRASTRUCTURE SURVEY – STREETS, SIDEWALKS, & CURBS
City of Charleston, South Carolina

Street name on final plat: _____

Section of street begins at: _____

Section of street ends at: _____

Subdivision name and phase (if applicable): _____

Developer Name: _____

Developer Permanent Address: _____

Developer Signature: _____ Date: _____

Engineer Name: _____

Engineer Permanent Address: _____

Engineer Signature: _____ Date: _____

STREET

Street Use:

☐Residential ☐Commercial ☐Rural ☐Light Industrial ☐Heavy Industrial

Street Length (ft.)	Pavement Material	Avg. Pavement Width (ft.)	R/W Width (ft.)

Cost of Construction (for pavement only): _____ Paid by: _____

GL Account No. (city use only): _____

SIDEWALK

Sidewalk Material	Width (ft.)	Length (ft.)	Side of Street (left, right, both)

Cost of Construction (for sidewalks only): _____ Paid by: _____

GL Account No. (city use only): _____

CURBING

Curbing Material/Type	Width (ft.)	Length (ft.)	Side of Street (left, right, both)
Concrete roll curb & gutter	24"		
Concrete roll curb & gutter	18"		
Concrete vertical curb & gutter	24"		
Concrete vertical curb & gutter	18"		
Concrete vertical curb (no gutter)	6"		
Granite curb (no gutter)			
No curb	_____		

Cost of Construction (for curbing only): _____ Paid by: _____

GL Account No. (city use only): _____

FOR CITY USE ONLY:

CITY COUNCIL DISTRICT NUMBER:		
POLITICAL JURISDICTION	<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State	
MAINTENANCE JURISDICTION	<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> Private	
REVIEW BY FINANCE	BY:	DATE:
DATE OF ACCEPTANCE/DEDICATION BY CITY COUNCIL:		DATE:
FORWARDED TO FINANCE		DATE:
FORWARDED TO CHARLESTON COUNTY		DATE:
FORWARDED TO GIS		DATE:

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF) PUBLIC INFRASTRUCTURE
) BONDING AGREEMENT

THIS PUBLIC INFRASTRUCTURE BONDING AGREEMENT (this “*Agreement*”) made and entered into this ____ day of _____, 20____, by and between _____, a _____ corporation, having a mailing address of _____, _____ (hereinafter the “*Owner*”), and THE CITY OF CHARLESTON, SOUTH CAROLINA (hereinafter the “*City*”), in the state aforesaid.

WHEREAS, the Owner has submitted to the City a subdivision plat entitled “_____” dated _____, prepared by _____, and recorded in the RMC Office for _____ County in Plat Book _____, at Page _____ (hereinafter the “*Plat*”) of the Owner’s project identified as _____ (hereinafter the “*Project*”); and

WHEREAS, as a condition of approval of the aforesaid Plat, the Owner has agreed to post a bond or other adequate security in a form acceptable to the City for the completion of certain public infrastructure improvements (_____ sidewalks _____ curbing _____ final asphalt _____ additional items) required for the Project (hereinafter the “*Bonded Improvements*”); and

NOW, THEREFORE, in consideration of the foregoing and of mutual promises contained in this Agreement, the parties in this Agreement agree as follows:

1. As a condition of approval of the Plat by the City, the Owner hereby agrees to obtain a Public Infrastructure Bond in a form acceptable to the City for the benefit of the City (hereinafter the “*Public Infrastructure Bond*”). Said Public Infrastructure Bond shall contain the following terms:
 - a. The amount of the Public Infrastructure Bond shall be _____ Dollars and ____/100 (_____), which represents one and one-half (1½) times the estimate of the cost to construct the Bonded Improvements as shown on the Project construction drawings approved by the city engineer and as verified by an independent cost estimate for the construction of the Bonded Improvements prepared by _____, attached hereto and incorporated by reference herein.
 - b. The Owner shall authorize the City to draw against the Public Infrastructure Bond upon presentation of a statement signed by an authorized officer of the City that the Owner has failed to construct the Bonded Improvements as approved on the construction drawings for the Project dated _____, last revisions dated _____, within 24 months of the date of this Agreement.

2. Upon completion of the Bonded Improvements as shown on the Approved Construction Drawings for the Project, the Owner shall request that the same be inspected by the City. If the inspection by the City verifies that the Bonded Improvements have been completed in accordance with the approved Project construction drawings and the applicable regulations in effect as of the date of the approved construction drawings for the Project, the City shall send notice to the Owner that the conditions of the Public Infrastructure Bond have been satisfied and the Public Infrastructure Bond is to be released to the Owner. In the event the Bonded Improvements have not been properly completed in accordance with the applicable regulations in effect as of the date of the approved construction drawings for the Project, the City shall immediately notify the Owner, in writing, specifying what items have not been completed pursuant to the City's applicable regulations.
3. In the event that it is necessary for the City to complete the Bonded Improvements, the Owner hereby agrees to give the City access to the approved constructions drawings for the Project and to further authorize the City to draw against the Public Infrastructure Bond in accordance with Section 1(b) herein. In such event, the Owner shall cause the Public Infrastructure Bond to be extended by the Surety thereof, if necessary, in order to provide the City with sufficient time in which to construct the Bonded Improvements and draw against the Public Infrastructure Bond in accordance with Section 1(b) herein.
4. Notwithstanding the foregoing, the City reserves the right to issue a stop-work order for the Project and withhold the issuance of any certificate of occupancy for any element of the Project in the event the Owner has failed to complete the Bonded Improvements in accordance with the terms of this Agreement or otherwise violates any provision of this Agreement, including the obligation to extend the Public Infrastructure Bond in accordance with Section 3 herein.

IN WITNESS WHEREOF, the City of Charleston, South Carolina, and
_____, have
hereunto set their respective hands and seals the days and year hereinafter set forth.

WITNESSES

WITNESSES

OWNER

By: _____

Name: _____

Its: _____

**THE CITY OF CHARLESTON,
SOUTH CAROLINA**

By: _____

Its: _____

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

STREET TREE BONDING AGREEMENT

THIS STREET TREE BONDING AGREEMENT (this “*Agreement*”) made and entered into this _____ day of _____, 20____, by _____ and _____ between _____, having a mailing address of _____, (hereinafter the “*Owner*”), and **THE CITY OF CHARLESTON, SOUTH CAROLINA** (hereinafter the “*City*”), in the state aforesaid.

WHEREAS, the Owner has submitted to the City a subdivision plat entitled “_____”, dated _____, 20 __, prepared by _____, and recorded in the RMC Office for Charleston County in Plat Book of _____, at Page _____ (hereinafter the “*Plat*”) the Owner’s project identified as _____

(hereinafter the “*Project*”); and

WHEREAS, as a condition of approval of the aforesaid Plat, the Owner has agreed to post a bond or other adequate security in a form acceptable to the City for the completion of certain street tree improvements required for the Project (hereinafter the “*Bonded Improvements*”); and

NOW, THEREFORE, in consideration of the foregoing and of mutual promises contained in this Agreement, the parties in this Agreement agree as follows:

1. As a condition of approval of the Plat by the City, the Owner hereby agrees to obtain a Street Tree Bond in a form acceptable to the City for the benefit of the City (hereinafter the “*Street Tree Bond*”). Said Street Tree Bond shall contain the following terms:

- a. The amount of the Street Tree Bond shall be _____ Dollars and ____/100 (\$_____), which represents one and one-half (1½) times the estimate of the cost to construct the Bonded Improvements as shown on the Project construction drawings approved by the city engineer and as verified by an independent cost estimate for the construction of _____ the Bonded Improvements prepared by _____, attached hereto and incorporated by reference herein.
- b. The Owner shall authorize the City to draw against the Street Tree Bond upon presentation of a statement signed by an authorized officer of the City that the Owner has failed to construct the Bonded Improvements as approved on the construction drawings for the Project dated _____, 20 __, last revisions dated _____, 20 __, within 24 month(s) of the date of this Agreement.

2. Upon completion of the Bonded Improvements as shown on the Approved Construction Drawings for the Project, the Owner shall request that the same be inspected by the City. If the inspection by the City verifies that the Bonded Improvements have been completed in accordance with the approved Project construction drawings and the applicable regulations in effect as of the date of the approved construction drawings for the Project, the City shall send notice to the Owner that the conditions of the Street Tree Bond have been satisfied and the Street Tree Bond is to be released to the Owner. In the event the Bonded Improvements have not been properly completed in accordance with the approved Project construction drawings and the applicable regulations in effect as of the date of the approved construction drawings for the Project, the City shall immediately notify the Owner, in writing, specifying what items have not been completed pursuant to the approved Project construction drawings and/or the applicable regulations in effect as of the date of the approved construction drawings for the Project.

3. In the event that it is necessary for the City to complete the Bonded Improvements, the Owner hereby agrees to give the City access to the approved constructions drawings for the Project and to further authorize the City to draw against the Street Tree Bond in accordance with Section 1(b) herein. In such event, the Owner shall cause the Street Tree Bond to be extended by the Surety thereof, if necessary, in order to provide the City with sufficient time in which to construct the Bonded Improvements and draw against the Street Tree Bond in accordance with Section 1(b) herein.

4. Notwithstanding the foregoing, the City reserves the right to issue a stop-work order for the Project and/or withhold the issuance of any certificate of occupancy in the event the Owner has failed to complete the Bonded Improvements in accordance with the terms of this Agreement or extend this Street Tree Bond in accordance with Section 3 herein.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

Witness #1

Witness #2

WITNESSES:

Witness #1

Witness #2

OWNER

Name:

Date: _____

CITY OF CHARLESTON

By: _____

Its: _____

Date: _____

STATE OF SOUTH CAROLINA

COUNTY OF _____

)
)
)
)

**TWO-YEAR WARRANTY
AGREEMENT FOR PUBLIC
INFRASTRUCTURE
WITH BOND**

This Warranty Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and

hereinafter referred to as “Developer”) with its principal place of business being

WHEREAS, Developer has undertaken to develop and construct certain public infrastructure, including, but not limited to, streets, sidewalks, curbing, gutters, and drainage structures (hereinafter referred to as the “Improvements”) in and for

Development, Improvements more particularly shown on the final as built plans entitled

prepared by _____ dated _____ day of _____, 20____
(hereinafter referred to as “As Builts”); and

WHEREAS, Developer wishes to have the above said Improvements dedicated to the public and accepted by the City for maintenance. These Improvements have been built in accordance with City standards, and a condition of the City accepting the Improvements for maintenance is that the Developer agrees to assume warranty responsibility for these Improvements for a period of two years from the date of acceptance. The date of acceptance shall be the date of a complete Final Inspection by the City accepting all the Improvements without further action required by the developer or 30 days after submission of a complete dedication package which has been approved in its entirety by the Public Service Department, whichever event occurring first being the date of acceptance; and

WHEREAS, the City has inspected the Improvements, has approved the Final Plat, and is recommending to City Council the acceptance of the public Improvements as shown on the approved As Builts.

NOW THEREFORE, for and in consideration of having the Improvements accepted by the City, and for other good and sufficient consideration, the receipt of which is hereby acknowledged by the parties hereto, Developer enters into this Agreement with the City, guaranteeing that Developer shall comply with the following requirements regarding the Improvements as follows:

1. Developer warrants that it shall, for a period of two years from the date of the acceptance of the above-referenced Improvements (hereinafter referred to as the "Warranty Period"):
 - A. Take every reasonable precaution to protect the Improvements from damage by avoidable harm; Developer shall not be responsible for damages to the Improvements caused by utilities or others.
 - B. Repair and correct all defects, including latent defects, in the Improvements on account of workmanship or materials or otherwise at no cost to the City which are or should be discovered during the Warranty Period, and;
 - C. Provide all traffic control and safety measures, including but not limited to police officers, flaggers and advance warning signs in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) at his or her own expense, and;
 - D. Save and hold harmless the City, its officers, agents and employees from any and all claims for damage to persons or property or death, including legal fees and costs associated therewith, sustained as a result of any defect in the Improvements or lack of maintenance thereof or any negligent act or omission by the Developer, its employees, agents, contractors and subcontractors arising out of this Warranty Agreement, and;
 - E. Save and hold harmless the City, its officers, agents and employees from any and all claims for damage to persons or property or death, including legal fees and costs associated therewith, occurring during any Developer repair of a defect or maintenance of the Improvements, and;
2. If in the sole judgment of the City Engineer or her designee, repairs to the above-referenced Improvements become necessary as a result of a defect at any time during the Warranty Period or after the Warranty Period if the defect or defects are discovered within the expiration of the two-year Warranty Period, said repairs shall be made by the Developer at the Developer's expense upon written notice from the City Engineer or her designee. Developer shall take out and remove all inferior or defective work and materials found in any of the Improvements and replace the same with good and acceptable materials approved by the City to bring the Improvements into compliance with the As Builts. Repaired Improvements shall be warranted for a period of two years from the date the Repaired Improvements are accepted by the City Engineer.

3. If Developer fails to make repairs within 60 days of receipt the City's written notice, the City may elect to make such repairs, the Developer shall reimburse the City for all expenses associated with such repairs no later than forty-five (45) days from demand for reimbursement from the City.
4. If during the two-year Warranty Period, the City Engineer or her designee determines that any of the Improvements, including drainage improvements need emergency maintenance in order to comply with federal, state or local water quality regulations, or if the City Engineer or her designee determines that any street or drainage or other infrastructure Improvements require emergency repairs in order to protect the public health, safety or welfare, then the City Engineer or her designee may demand in writing of Developer that such repairs or maintenance be completed within fifteen (15) calendar days from receipt of such demand notice from the City. Should the Developer fail to complete such maintenance or repairs of such Improvements within fifteen (15) calendar days of receipt of such demand notice from the City, then the City may perform such emergency maintenance or complete such emergency repairs to the Improvements and Developer shall be responsible for the costs of any such repairs or maintenance to the Improvements performed by the City and shall reimburse the City for all expenses associated with such repairs no later than forty-five (45) days from receipt of a demand for reimbursement from the City.
5. As a condition of this Agreement, the Developer shall provide a bond, attached hereto and incorporated herein as Exhibit A, in a form acceptable to the City for the benefit of the City (hereinafter the "**Warranty Bond**"). The Warranty Bond shall contain the following terms:
 - A. The amount of the Warranty Bond shall be _____ Dollars and ____/100 (\$_____), which represents ten percent (10%) of the cost of the constructed Improvements as shown on the As Builts approved by the city engineer and as verified by an independent cost estimate for the construction of the Bonded Improvements prepared by _____, attached hereto and incorporated by reference herein as Exhibit B. The Warranty Bond shall either be provided by a reputable Federal Treasury Department approved bonding company with at least a rating of A minus or in another form acceptable to the City.
 - B. The Developer shall authorize the City to draw against the Warranty Bond upon presentation of a statement signed by an authorized officer of the City that the Developer has failed to maintain or repair the Improvements as required under this Agreement.
 - C. In the event the City performs maintenance or repairs to the Improvements, the Developer hereby agrees to give the City access to the approved As Built drawings for the Project and to draw against the Warranty Bond to pay for the necessary maintenance or repairs to the Improvements. If necessary, the Developer shall cause the Warranty Bond to be extended by the Surety of the Warranty Bond, in order to provide the Surety or the City with sufficient time in which to complete the maintenance or repairs to the Improvements and draw against the Warranty Bond to pay for such maintenance or repairs in accordance with this Agreement.

6. During the Warranty Period, should the cost of the maintenance or repairs to the Improvements exceed the Warranty Bond, the City may, after providing a written demand for repairs pursuant to Section 3 above, proceed with the repairs or maintenance of the Improvements and subsequently draw upon the Warranty Bond and demand such costs in excess of the Warranty Bond be paid by the Developer. Should Developer not pay such costs within forty-five (45) days of the City's written demand therefor, the City shall be entitled to recover such costs from the Developer, including attorney's fees and costs, in a court of competent jurisdiction in Charleston County, South Carolina.
7. The parties hereto shall execute the original agreement with all attached original exhibits. The original shall be filed in the office of the Clerk of Council for the City of Charleston.
8. Developer agrees that during the Warranty Period, Developer shall advise the City in writing of any change in its address, contact information or corporate status.
9. Developer assures that it is financially stable, solvent and is fiscally capable of completing any repairs, maintenance or other work to the Improvements that may become necessary pursuant to the terms of this Warranty Agreement.

IN WITNESS WHEREOF, the City of Charleston, South Carolina, and Developer have hereunto set their respective hands and seals the day and year hereinafter set forth.

WITNESSES:

DEVELOPER / OWNER

Witness #1

Name

Witness #2

Date:

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director
Date: _____

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

**WARRANTY
AGREEMENT FOR STREET
TREES WITH BOND**

This Warranty Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and _____ (hereinafter referred to as “Developer”) with its principal place of business being _____

WHEREAS, Developer has undertaken to make certain street tree improvements by planting street trees (hereinafter referred to as the “Improvements”) in and for _____

Development, Improvements more particularly shown on the street tree and lighting plan for _____

prepared by _____ dated _____ day of _____, 20____ (hereinafter referred to as “Street Tree Plan”); and _____

WHEREAS, Developer wishes to have the above said Improvements dedicated to the public and accepted by the City for maintenance. These Improvements have been built in accordance with the City’s Street Tree Manual, as amended from time to time, and a condition of the City accepting the Improvements for maintenance is that the Developer agrees to assume warranty responsibility for these Improvements for a period of years from the date of acceptance by the City; and _____

WHEREAS, the City has inspected the Improvements, has approved the Street Tree Plan, and has accepted the public Improvements as shown on the approved Street Tree Plan. _____

NOW THEREFORE, for and in consideration of having the Improvements accepted by the City, and for other good and sufficient consideration, the receipt of which is hereby acknowledged by the parties hereto, Developer enters into this Agreement with the City, guaranteeing that Developer shall comply with the following requirements regarding the Improvements as follows:

1. Developer warrants that it shall, for a period of _____ years from the date of the acceptance of the above-referenced Improvements by City Council (hereinafter referred to as the “Warranty Period”):
 - A. Take every reasonable precaution to protect the Improvements from damage by the elements or from any cause whatsoever at no cost to the City, and;
 - B. Remove and replace all street trees determined by the City to be diseased, dead, dying or otherwise not in conformance with the City’s Street Tree Manual which are or should be discovered during the Warranty Period even if the City performs _____

repairs, maintenance, removal, and/or replacement due to the defect or defects before the expiration of the year Warranty Period, in which case the Developer shall reimburse the City for its costs incurred therefore and;

- C. Provide and maintain suitable barricades for the Improvements wherever necessary, and;
 - D. Save and hold harmless the City, its officers, agents and employees from any and all claims for damage to persons or property or death, including legal fees and costs associated therewith, sustained as a result of any defect or defects in the Improvements or lack of maintenance thereof or any negligent act or omission by the Developer, its employees, agents, contractors and subcontractors arising out of this Warranty Agreement, and;
 - E. Save and hold harmless the City, its officers, agents and employees from any and all claims for damage to persons or property or death, including legal fees and costs associated therewith, occurring during any Developer repairs, maintenance, removal, and/or replacement of the Improvements, and;
 - F. Developer shall not be responsible for damages to the Improvements caused by utilities or others.
2. If in the sole judgment of the City or its designee, repairs, maintenance, removal, and/or replacement to the above-referenced Improvements become necessary at any time during the Warranty Period or after the Warranty Period if the defect or defects are discovered within the expiration of the year Warranty Period, said repairs, maintenance, removal, and/or replacement shall be made by the Developer at the Developer's expense upon written notice from the City or its designee. Developer shall take out and remove all inferior or defective Improvements and replace the same with good and acceptable trees approved by the City as necessary to bring the Improvements into compliance with the certified Street Tree Plans and the Street Tree Manual following final inspection and preceding the commencement of the year Warranty Period. Failure to remedy any defect in the Improvements as requested by the City or its designee shall extend the Warranty Period until such repairs are completed and accepted by the City. If the City elects to make such repairs, the Developer shall reimburse the City for all expenses associated with such repairs no later than thirty (30) days from demand for reimbursement from the City. Repaired and/or removed and replaced Improvements shall be warranted for a period of years from the date of City's acceptance of the repair and/or removal and replacement of the Improvement(s).
3. If during the year Warranty Period, the City or its designee determines that any of the Improvements, need emergency repairs, maintenance, removal, and/or replacement in order to comply with federal, state or local regulations, or if the City or its designee determines that any Improvements require emergency repairs, maintenance, removal, and/or replacement in order to protect the public health, safety or welfare, then the City or its designee may demand in writing of Developer that such repairs, maintenance, removal, and/or replacement or maintenance be completed within fifteen (15) calendar

days from receipt of such demand notice from the City. Should the Developer fail to complete such repairs, maintenance, removal, and/or replacement of such Improvements within fifteen (15) calendar days of receipt of such demand notice from the City, then the City may perform such emergency repairs, maintenance, removal, and/or replacement to the Improvements and Developer shall be responsible for the costs of any such repairs, maintenance, removal, and/or replacement to the Improvements performed by the City and shall reimburse the City for all expenses associated with such repairs, maintenance, removal, and/or replacement no later than thirty (30) days from receipt of a demand for reimbursement from the City.

4. As a condition of this Agreement, the Developer shall provide a bond, attached hereto and incorporated herein as Exhibit A, in a form acceptable to the City for the benefit of the City (hereinafter the “**Warranty Bond**”). The Warranty Bond shall contain the following terms:
 - A. The amount of the Warranty Bond shall be _____ Dollars and /100 (), which represents ten percent (10%) of the cost of the constructed Improvements as shown on the Street Tree Plan approved by the City and as verified by an independent cost estimate for the Bonded Improvements prepared by _____, attached hereto and incorporated by reference herein as Exhibit B. The Warranty Bond shall either be provided by a reputable Federal Treasury Department approved bonding company with at least a rating of A minus or in a form acceptable by the City.
 - B. The Developer shall authorize the City to draw against the Warranty Bond upon presentation of a statement signed by an authorized officer of the City that the Developer has failed to maintain or repair the Improvements as required under this Agreement.
 - C. In the event the City performs maintenance or repairs to the Improvements, the Developer hereby agrees to give the City access to the approved Street Tree Plans for the Project and to draw against the Warranty Bond to pay for the necessary repair, maintenance, removal, and/or replacement to the Improvements. If necessary, the Developer shall cause the Warranty Bond to be extended by the Surety of the Warranty Bond, in order to provide the Surety or the City with sufficient time in which to complete the repairs, maintenance, removal, and/or replacement to the Improvements and draw against the Warranty Bond to pay for such repairs, maintenance, removal, and/or replacement in accordance with this Agreement.
5. During the Warranty Period should the cost of the repairs, maintenance, removal, and/or replacement to the Improvements exceed the Warranty Bond, the City may proceed with the repair, maintenance, removal, and/or replacement of the Improvements and subsequently demand such costs in excess of the Warranty Bond be paid by the Developer. Should Developer not pay such costs within thirty (30) calendar days of the City’s written demand therefor, the City shall be entitled to recover such costs from the Developer, including attorney’s fees and costs, in a court of competent

jurisdiction in Charleston County, South Carolina.

6. The parties hereto shall execute the original agreement with all attached original exhibits.
7. Developer agrees that during the Warranty Period, Developer shall advise the City in writing of any change in its address, contact information or corporate status.
8. Developer assures that it is financially stable, solvent and is fiscally capable of completing any repairs, maintenance, removal, replacement and/or other work to the Improvements that may become necessary pursuant to the terms of this Warranty Agreement.

IN WITNESS WHEREOF, the City of Charleston, South Carolina, and Developer have hereunto set their respective hands and seals the day and year hereinafter set forth.

I, _____, hereby certify that all Improvements being dedicated to the City has been installed in accordance with the Street Tree Manual as approved by the City of Charleston.

WITNESSES:

DEVELOPER / OWNER

Witness #1

Name

Witness #2

Date: _____

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: _____

Its: _____

Witness #2

Date: _____

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