



CLARENDON COUNTY WATER AND SEWER DEPARTMENT

411 Sunset Drive, Manning SC 29102 803-433-3255

HOMEOWNERS REPAIR AGREEMENT

Book #: _____ Account #: _____

THIS AGREEMENT made this _____ day of _____ 20_____

BETWEEN _____ (Owner or Tenant)

of certain real property within THE CLARENDON COUNTY WATER AND SEWER
SERVICE AREA, designated as:

Address: _____

City: _____ State: _____ Zip: _____

Lot: _____ Blk _____ S/D _____

AND

CLARENDON COUNTY (the "County"), the designated operator of the Public Water and Sewer System serving the above referenced property:

For and in consideration of the service of repairing the owner/developer/tenant's Solids Interceptor Tank (SIT), effluent pump or grinder pump and connector line from the SIT to the sewer main at the property, the undersigned agrees:

1. To enter into said Agreement from the day of execution and pay a monthly fee of \$4.17. Said agreement shall continue indefinitely unless terminated or cancelled by either party. Said repair fee is to be paid monthly, along with the homeowner's water and sewer fees.
2. To permit access (by recordable easements, if requested) by agent or employees of the County upon the owner's designated property, as necessary to inspect and repair the SIT, effluent pump or grinder pump, and connector line from the SIT to the sewer main.
3. To keep the sewer easement areas (typically 7.5 ft each side of the "as-built" sewer lines, unless otherwise agreed), free of permanent structures and large trees which would impede access to the sewer system. EXCEPTION: Approved signs, paving, fencing, shrubbery, small decorative trees, etc., are permitted, but if installed or grown within the easement area, will be removed by the owner as necessary on request of the County or its agents for service access. If the request is refused, or if an emergency

(potential harm to the system, or the property or its occupants) prevents advance notice, then the County or its agency may remove such obstructions within the easement, and will replace such as may be practicable, but without liability to the owner for loss or damage to the things removed.

4. To pay the Clarendon County Water and Sewer Department, within 15 days of date of invoice (unless otherwise agreed in writing) the monthly fee associated with the Agreement to repair the undersigned's SIT, effluent pump or grinder pump and connector line from SIT to sewer main.
5. That in the event the system which is the subject of this agreement changes owner, this Agreement shall expire until the new owner executes a new Agreement with the County.
6. That any and all costs of repairs made to the owner/tenant SIT, effluent pump or grinder pump and connector line from the SIT to the sewer main before this Agreement is executed shall be paid by the owner/tenant.
7. To promptly notify the Clarendon County Water and Sewer Department or its Service Agent in event of any indication of leaks, unusual odors, or other evidence of impending failure of the sewer system serving the owner's property and in advance of any digging in the vicinity of underground lines.
8. To insure that no solids or toxic waste, oils, grease, gasoline or other petroleum bases products, or organic compounds are introduced into the sewer system or environment. Yard and roof drains, catch basins, and other sources of storm water, swimming pools and heat pumps shall not be permitted to discharge into the sewer system.
9. To hold the County harmless from consequential damages in the event of equipment failure (a common source of sewer system failure is ingestion of solid objects not intended to be transported by the system), including incidental damages due to repairs of the undersigned's SIT, effluent pump or grinder pump and connector line from the SIT to the sewer main.
10. To acknowledge the right of the County to exercise any legal and equitable remedies for material breach of any of the foregoing covenants and conditions, including collection of all sewer fees, cost of repairs due to acts or omission of the owner or owner's contractors (including failure to call the County to locate underground lines before digging), late charges, penalties, cost of collection and enforcement of the Agreement, including but not limited to, attorney fees, placement of a lien on the property for unpaid fees, charges and costs, or termination of sewer service ten (10) days after written notice giving opportunity to cure the breach.

IN ACKNOWLEDGEMENT, the undersigned have executed this Agreement on the _____ day of _____, 20_____.

Owner / Tenant Signature

Clarendon County Water and Sewer Department

Owner / Tenant Name Printed

By: _____