

ONE YEAR WARRANTY AGREEMENT

DATE RECORDED: _____
PLAT BK _____ PAGE _____
INST NO: _____

STATE OF SOUTH CAROLINA)
AGREEMENT)
COUNTY OF SPARTANBURG)

This agreement is entered into this _____ day of _____, 20____, between the Spartanburg County Planning Commission, hereinafter referred to as Commission, and _____, hereinafter referred to as the Developer.

WITNESSETH:

WHEREAS, _____ is the developer of record for a project (known as _____, located on _____; Tax Map No. _____; and

WHEREAS, the Spartanburg County Unified Land Management Ordinance requires that all improvements, including grading, drainage and paving of roads, in such developments be completed and properly certified by the appropriate agencies as a condition of receiving final plat approval; and

WHEREAS, all grading, drainage and roads in such development have been inspected by the Spartanburg County Environmental Services Department and have been certified as meeting all Spartanburg County construction and engineering standards; and

WHEREAS, the Developer has applied to the Planning Commission for final plat approval of such development; and offered _____ (road) between lots _____; _____ (road) between lots _____; _____ (road) between lots _____ for dedication; and

WHEREAS, the Spartanburg County Unified Land Management Ordinance further requires as a condition of final plat approval the Developer enter into an agreement with the Commission to repair, upon written notice by Spartanburg County at the Developer's expense, all defects in materials and workmanship which may occur in any grading, drainage or roads accepted by Spartanburg County pursuant to the granting of such Final Plat Approval for a period of one (1) year from the date such work is accepted by and dedicated to Spartanburg County.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. The Commission grants final plat approval to the above referenced project (known as _____ located on _____); Tax Map No. _____.

2. The Developer agrees to promptly repair, upon written notice by Spartanburg County at the Developer's expense, all defects in materials and workmanship which occur in any grading, drainage or roads accepted by Spartanburg County pursuant to the granting of Final Plat Approval to the project described in Paragraph 1 above for a period of one (1) year from the date such Final Plat is recorded in the Register of Deeds Office of Spartanburg County, evidencing the dedication to Spartanburg County of such improvements. Such repairs shall be commenced within thirty (30) days of receipt of written notification by Developer, provided however, that such length of time may be extended by Spartanburg County for good cause shown. If the Developer fails to correct any defects pursuant to these provisions, Spartanburg County shall be free to pursue all other available remedies provided for by law.

3. Written notification by Spartanburg County to the Developer may be given and shall be deemed to have been duly given if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope containing the below stated address:

To Developer at: _____

The Developer may at any time change the address for notices by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the change.

4. This contract cannot be assigned without the prior written approval of the Commission and such written approval shall not be unreasonably withheld.

5. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

SPARTANBURG COUNTY PLANNING COMMISSION

By: _____

Title: _____

ATTESTED:

DEVELOPER

By: _____

Title: _____

Its officer or agent duly authorized to execute this Contract
on its behalf.

ATTESTED:

