

TWO YEAR WARRANTY AGREEMENT

CITY OF GREER

DATE	RECORDED: PLAT
BK _____	PAGE INST NO: _____

This agreement is entered into this _____ day of _____, 20_____, between the City of Greer, SC, hereinafter referred to as the City of Greer and _____, hereinafter referred to as the Developer.

WITNESSETH:

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

WHEREAS, the City of Greer requires that all improvements, including grading, drainage, paving of roads, sidewalks, and curbing 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, paving of roads, sidewalks, and curbing in such development have been inspected by the City of Greer and have been certified as meeting all City of Greer construction and engineering standards; and WHEREAS, the Developer has applied to the City of Greer for final plat approval of such development; and offered _____ (road(s)); between lots _____, for dedication.

WHEREAS, the City of Greer further requires as a condition of final plat approval the Developer enter into an agreement with the City to repair, upon written notice by the City of Greer at the Developer's expense, all defects in materials and workmanship which may occur in any grading, drainage, paving of roads, sidewalks, and curbing accepted by the City of Greer for a period of two (2) years from the date such work is accepted by and dedicated to the City of Greer. This date commences at the termination of any bond work once the roads are complete.

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

1. The Developer agrees to promptly repair, upon written notice by the City of Greer at the Developer's expense, all defects in materials and workmanship which occur in any grading, drainage, paving of roads, sidewalks, and curbing accepted by the City of Greer to the project described in Paragraph 1 above for a period of two (2) years from the date such Final Plat is recorded in the Register of Deeds Office of the appropriate county evidencing the dedication to the City of Greer 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 the City of Greer for good cause shown. If the Developer fails to correct any defects pursuant to these provisions, the City of Greer shall be free to pursue all other available remedies provided for by law.
2. Written notification by the City of Greer 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.

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

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

City of Greer Planning Staff or Department Head

By: _____

Title: _____

ATTESTED:

DEVELOPER

By: _____

Title: _____

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

ATTESTED:

