



**CITY OF ANDERSON, SOUTH CAROLINA
FAÇADE COVENANT AGREEMENT**

This covenant made this _____ day of _____, 20____, by and between Property Owner,
_____ and the City of Anderson, S.C.

WITNESSETH

WHEREAS, the City of Anderson has made available funds for façade grants, and

WHEREAS, the property owner receiving grant funds will, after completion of the project, assume the total cost of the continued maintenance, repair and administration of the property in a manner satisfactory to the City of Anderson

WHEREAS, grant in the amount of \$_____ has been awarded to _____
for the façade improvements made to the property located at _____,
TMS # _____;

NOW THEREFORE, the Property Owner agrees to the following provisions:

I. MAINTENANCE AND ADMINISTRATION

Maintenance Covenant Period:_____.

For a period of two years after grantee receives grant funds there shall run with the land, a covenant, in favor of and enforceable by the City of Anderson, requiring the owner and any successors in interest to repair, maintain and administer the features, materials, appearance, workmanship, and environment of the premises in the state of repair and condition as at the time of completion of the grant-assisted work. Nothing in this agreement shall prohibit the owner from seeking financial assistance from any source available to him.

The owner and all successors in interest agree to submit to the City of Anderson, for review and approval, a written notice of intent for any proposed changes to the property. This notice may include the construction plans and specifications along with 5” x 7” black and white photographs of the areas to be affected. The City of Anderson will review the proposed plans and proposed work shall not begin until receipt of written approval from the City of Anderson.

II. ENFORCEMENT

As a condition of this covenant, representatives of the City of Anderson may, upon reasonable notice, enter the property at reasonable times and in reasonable manner to assure compliance with the terms of the agreement. In the event of a violation of any covenant or restriction herein, the City of Anderson, shall have available all legal and equitable remedies to enforce the owner’s obligations hereunder.

IN WITNESS WHEREFOF, the owner has caused this covenant to be duly executed in his behalf and seal to be hereunto affixed and attested; and, thereafter, the City has caused the same duly executed in its behalf this _____ day of _____, 20____.

Name of Property Owner

Signature of Property Owner

Name of Property Owner

Signature of Property Owner

City of Anderson, South Carolina

Signature

ATTEST:

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF ANDERSON

BEFORE ME personally appeared the undersigned witness and made oath that s/he saw the within named Property Owner(s) sign, seal and as the owner's act and deed, deliver the within written Façade Covenant Agreement; and that s/he, with the other witness whose signature appears above, was present and witnessed the execution thereof.

SWORN to and subscribed before me
This _____ day of _____, 200__.

Notary Public for South Carolina
My Commission Expires: _____

Send all materials to:
Arlene Young, Downtown Development Director, City of Anderson, 401 S. Main St., City Hall, Anderson, SC 29624, FAX 864-231-7854 or e-mail ayoung@cityofandersonsc.com .