

MOUNT PLEASANT WATERWORKS
PUMP STATION FENCING MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this _____ day _____ of , 20_____, by and between the Commissioners of Public Works of the Town of Mount Pleasant also known as the Mount Pleasant Waterworks (herein sometimes referred to as the "Commission") and _____ (hereinafter sometimes referred to as the "Developer").

WITNESSETH WHEREAS, the Developer has conveyed or is about to convey to the Commission that certain wastewater pump station site more particularly described in Exhibit "A" attached hereto (the Pump Station Site); and

WHEREAS, the Developer has constructed or is about to construct a security/privacy fence along the perimeter boundary of said Pump Station Site; and

WHEREAS, the Developer has agreed to maintain said fence until such time as the assumes said maintenance;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Developer does hereby covenant and agree with the Commission that it will maintain, at the Developer's sole cost and expense, the privacy/security fence constructed or to be constructed along the perimeter boundary of the Pump Station Site. At such time as the Homeowners Association has assumed, by binding agreements, the maintenance of said privacy/security fence, the Developer shall be relieved of said obligation by the Commission.

FURTHERMORE, the Commission shall remove fence and install chain-link fence meeting current requirements if fence is not properly maintained. Cost shall be paid by Developer or assigns.

THIS Agreement may not be amended or modified without the prior written consent of both the Developer and the Commission.

WITNESSES:

By: _____

Its: _____

MOUNT PLEASANT WATERWORKS

By: _____

Its: _____