

**MOUNT PLEASANT WATERWORKS PUMP STATION
LANDSCAPE 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 "HOA").

WITNESSETH

WHEREAS, the Commission owns a wastewater pump station site located in _____ Subdivision (TMS # _____); and

WHEREAS, the HOA has asked the Commission for financial assistance in landscaping the pump station site.

NOW, therefore, in consideration of the mutual covenants of the parties herein contained and other good and valuable consideration passing between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the conditions contained hereinafter, the Commission agrees to reimburse the HOA an amount not to exceed \$_____ for the costs associated with landscaping the pump station site. Prior to any transfer of funds from the Commission to the HOA, the HOA must submit a written proposal for the Commission's approval prior to incurring any costs for landscaping.
2. After the installation of the landscaping, the HOA agrees to maintain the landscaping in perpetuity;
3. If the HOA does not properly maintain the landscaping, the Commission may take corrective action with the costs thereof to be paid by the HOA; and
4. This Agreement may not be amended or modified except in writing with the consent of the HOA and the Commission.

WITNESS:

COMMISSIONERS OF PUBLIC WORKS
FOR THE TOWN OF MOUNT PLEASANT

By: _____

Its: _____

WITNESS:

HOMEOWNERS ASSOCIATION (HOA)

BY: _____

Its: _____