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GREENVILLE CO. S. C.
COURT CLERK
W. C. RILEY

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AGREEMENT FOR ON-SITE
RETENTION FACILITY OR
POND

THIS AGREEMENT, made by and between Maxwell Pointe Investors, a South Carolina General Partnership, party of the first part, and W&K Enterprises, Inc., A South Carolina Corporation, party of the second part, and Jim M. Maxwell of Greenville County, South Carolina, party of the third part.

WHEREAS, party of the first part is the owner of a certain commercial shopping center site, located on the northern side of Woodruff Road, containing 8.956 acres, as shown on a plat thereof, recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-Q, page 57, and is now developing said property.

WHEREAS, party of the second part is the owner of 7.529 acres, more or less, lying at the intersection of S. C. Highway No. 14 and Batesville Road, as shown on a plat thereof, prepared by Dalton & Neves, Engineers, dated October, 1982, and described as Tract 1 in a deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 1192, page 780, which is to be developed.

WHEREAS, party of the third part is the owner of a lot located at the northwestern corner of the intersection of S. C. Highway No. 14, with Woodruff Road, which may at a future date be developed as a commercial tract.

WHEREAS, the property of all of the parties to this agreement is a part of a planned unit development, which was approved for and is included in the zoning classification of PD-R, by the Greenville County Planning Commission and the Greenville County Council, which classification and plan requires the construction and maintenance of a certain retention facility or pond to take care of the flowage of surface waters from the respective properties of all of the parties to this agreement.

WHEREAS, all of the parties to this agreement desire to establish their respective rights and liabilities with regard to the construction and maintenance of such retention facility or pond.

NOW, THEREFORE, for and in consideration of the above recited considerations, the receipt and sufficiency of which are hereby fully acknowledged, the parties to this agreement do hereby covenant and agree as follows:

1. The parties agree to share the cost of the construction of the above mentioned retention pond or facility, which have already been incurred on the basis of 58% for the party of the first part, 37% for the party of the second part and 5% for the party of the third part, which sharing ratio shall include any other costs which may be incurred in the construction of said facility, including, but not limited to, the grassing thereof and fencing around said pond.

2. The parties to this agreement agree to construct said retention pond or facility in accordance with all requirements of Greenville County and the requirements of the planned unit development of the property of the parties filed with the Greenville County Planning Commission, and to pay the costs of maintenance, repair and servicing of said facility to continue to conform to all of said requirements at the cost to the parties of this agreement set forth on the above percentages.

3. The covenants and obligations contained in this agreement shall bind any successor in title to any of the undersigned parties, in order that said retention facility may be kept and maintained for the benefit of all parties to this agreement and their successors in interest, all of which parties agree to repair and maintain, and keep in repair, said retention facility in perpetuity.

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