

**STORMWATER SYSTEM MAINTENANCE  
AND SHARED RESPONSIBILITY AND LIABILITY AGREEMENT**

This Stormwater System Maintenance and Shared Responsibility and Liability Agreement is made this 29<sup>th</sup> day of November, 2022, by and between Westgrove Village Homeowners' Association, Inc. ("Westgrove Village HOA") and Westgrove Homeowners' Association, Inc. ("Westgrove HOA").

**RECITALS**

WHEREAS, Westgrove Village HOA agreed to accept responsibility for the ownership and proper maintenance of the stormwater system located in or on the property known as Westgrove Village Subdivision and Westgrove Subdivision located off Anderson Mill Road in Spartanburg County, South Carolina (collectively referred to herein, as the "Property"), pursuant to that certain Permanent Stormwater System Maintenance and Responsibility Agreement executed on April 16, 2018 (the "Stormwater Agreement"); and

WHEREAS, the parties hereto desire to enter into this Agreement to share the responsibility of operating and maintaining the stormwater system located on the Property and to share any liability arising from such maintenance or ownership of the stormwater system; and

WHEREAS, the parties further desire to base their share of responsibility and any liability which may arise from such maintenance or ownership of the stormwater system on the percentage of lots contained in each subdivision;

WHEREAS, the two subdivisions contain a total of 158 lots;

WHEREAS, Westgrove Village Subdivision contains 72 lots or 45.6% of the total number of lots, and Westgrove Subdivision contains 86 lots or 54.4% of the total number of lots; and

WHEREAS, the parties hereto further desire to allocate their responsibility and any liability resulting from ownership and maintenance of the stormwater management facilities based on the above-referenced percentages.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant, promise and agree as follow:

1. Reimbursement Agreement. Westgrove Village HOA hereby agrees to fully comply with the terms and conditions of the Stormwater Agreement as it pertains to stormwater system located on the Property, including without limitation, the obligation to maintain the stormwater management facilities in good working condition. Westgrove Village HOA shall pay all expenses related to the maintenance and operating of the stormwater facilities; however, Westgrove HOA shall be responsible for reimbursing Westgrove Village HOA in an amount equal to 54.4% of the total expenses incurred by Westgrove Village HOA. This reimbursement amount shall be due to Westgrove Village HOA within fifteen days of receipt by Westgrove HOA of an invoice from Westgrove Village HOA itemizing the expenses incurred by it relating to the stormwater facilities located on the Property.

2. Indemnification; Sharing of Liability. Westgrove HOA hereby agrees to indemnify Westgrove Village HOA (in an amount equal to 54.4% of the total loss or damage amount) for any claim, cause of action, loss or damage to person or property of any type of nature arising out of or relating to the stormwater facilities located on the Property, including without limitation, court costs and expenses and reasonable attorneys' fees incurred by Westgrove Village HOA.

3. This Agreement shall be construed in accordance with the laws of the State of South Carolina and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, legal representatives, successors and assigns.

4. This Agreement may be executed in counterparts. All counterparts shall be deemed one instrument. The parties also agree that this Agreement and notice made pursuant hereto may be transmitted between them by email. The parties intend that signatures sent by email constitute original signatures and that an agreement or notices made pursuant hereto sent by email containing the signatures of all the parties shall be binding.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the day and year first above written.

WESTGROVE VILLAGE HOMEOWNERS' ASSOCIATION, INC.

By: 

Name: Laura B. Henthorn

Its: President

WESTGROVE HOMEOWNERS' ASSOCIATION, INC.

By: 

Name: Laura B. Henthorn

Its: President