against any and all liability claim, damage, cost, expense and/or injury resulting or claimed in any way to have resulted from the construction, operation and maintenance of said on-site storm water drainage facilities to be constructed on the premises referred to hereinabove pursuant to that certain "Storm Water Detention Agreement" by and between Alethea F. Pate and The County of Greenville, South Carolina, a copy of which is attached hereto and incorporated herein by reference. In connection herewith, J. E. Sirrine Company hereby specifically acknowledges its approval of Site Plan/Subdivision Plan G-88049-CD-4, referred to in said Storm Water Detention Agreement, together with the obligations and duties of Alethea F. Pate contained therein.

the event of breach by J. E. Sirrine Company or voluntary termination by the parties of the lease of <u>January 15</u>, 1980, and Landowner being put into possession of the premises, J. E. Sirrine Company shall reimburse Landlowner for all costs, expenses and diminution in value of the premises as the result of said Storm Water Detention Agreement with Greenville County, including any and all costs or expenses incurred by Landowner in removing said improvements reasonably necessary to allow other development or sale of the premises, and the damages that J. E. Sirrine Company shall be liable for hereunder shall be in addition to any and all other claims of damages that may exist for breach of said lease by J. E. Sirrine Company, and further, damages hereunder, if any, shall survive the voluntary termination of said lease.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day of January, 1981.

In The Presence Of:

Wallace F. Pate
Attorney-in-Fact for Alethea F. Pate

William W. Pate, Jr.
Attorney-in-Fact for Alethea F. Pate

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