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GREENVILLE CO. S. C.

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BOOK 1131 PAGE 914

STATE OF SOUTH CAROLINA) DONALD J. TANNERSLEY
) R.M.C.
COUNTY OF GREENVILLE) STORM WATER DETENTION AGREEMENT

This Agreement made and entered into this 11th day of August, 1980, by and between Liberty Life Insurance Company (hereinafter called the "Landowner") and the County of Greenville, South Carolina (hereinafter called the "County");

WHEREAS, the Landowner is the owner of certain real property located on the southerly side of U. S. Highway 29 near the City of Greenville being a portion of property more particularly described in deeds recorded in Deed Book 444 at Page 133, Deed Book 444 at Page 151, and Deed Book 1096 at Page 376, said property lying along both sides of Brushy Creek (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop the Property;

WHEREAS, that certain site plan of The Liberty Corporation headquarters consisting of two sheets numbered L-7 and L-8, dated May 12, 1980, revised June 11, 1980, and Storm Water Management Plans and Calculations dated May 7, 1980, revised June 10, 1980 (hereinafter called the "Plan"), which have been, and are hereby, approved by the County and are expressly made a part hereof, provide for the detention and management of storm water within the confines of the Property;

WHEREAS, the County requires that on-site storm water facilities as shown on and described in the Plan be constructed and adequately maintained by the Landowner;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree to the following terms and conditions:

- 1) The on-site storm water detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
- 2) The Landowner shall maintain the storm water detention facilities as shown on the Plan in good working order.
- 3) The Landowner hereby grants permission to the County, its authorized agents and employees to enter upon the property and to inspect the storm water detention facilities whenever it deems necessary to determine that the said facilities are in good operating order.
- 4) It is the intent of this Agreement to insure the proper maintenance of on-site storm water detention facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by storm water drainage.

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