

(1) The on-site storm water detention facilities shall be constructed by J. E. Surrine Company in accordance with the plans and specifications identified as Site Plan/Subdivision Plan G-88049-CD-4 which plan is expressly made a part hereof, and which has heretofore been approved by the parties hereto.

(2) J. E. Surrine Company, as ground lessee, shall maintain the storm water detention facilities, as shown on Plan G-88049-CD-4, in good working order acceptable to the County.

(3) The Landowner and Ground Lessee hereby grant permission to the County, its authorized agents and employees to enter upon the property for the purpose of inspecting said storm water detention facilities whenever reasonably necessary.

(4) Nothing contained in this Agreement shall be deemed to create or effect any liability of either party for damage resulting from or caused by storm water drainage, or by the construction, operation or maintenance of said on-site storm water detention facilities.

(5) The J. E. Surrine Company does hereby indemnify and agree to hold the County, and its agents and employees, harmless for any and all damages, accidents, casualties, occurrences and claims which might arise or be asserted against the County from the construction, presence, existence or maintenance of said on-site storm water detention facilities.

(6) Landowner does hereby grant to Greenville County and/or J. E. Surrine Company, lessee, as their respective interests may appear, an easement to go in and upon said premises and to construct, maintain and operate thereon sufficient facilities for detention of storm water within the confines of said property as may be required by Greenville County, and the within easement shall be deemed appurtenant, shall run with the land and shall be binding upon the Landowner, her administrators, executors, heirs and assigns forever.