

1111-925

REC'D  
S.C.  
AUG 27 11 01 AM '81

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) HOLD HARMLESS AND GUARANTY AGREEMENT

WHEREAS, Alethea F. Pate and J. E. Serrine Company of Greenville, South Carolina, have entered into a ninety-nine year lease for property containing 100 acres, more or less, situate, lying and being between Roper Mountain Road and Highway I-385, in Butler Township, Greenville County, South Carolina, all as more fully shown on Exhibit "A", outlined in red, attached hereto and incorporated herein by reference; and

WHEREAS, Greenville County, a body politic, is requiring Alethea F. Pate, as Landowner, to execute a "Storm Water Detention Agreement", as a condition precedent to the approval of J. E. Serrine Company's plans and specifications for development of said property referred to hereinabove; and

WHEREAS, the parties hereto wish to enter into an agreement whereby J. E. Serrine Company shall guarantee performance of said "Storm Water Detention Agreement" and shall indemnify and hold Alethea F. Pate harmless from and against any and all liability resulting or claimed in any way to have resulted from the construction, operation and maintenance of said on-site storm water drainage facilities.

NOW, THEREFORE, in consideration of the sum of One and 00/100 (\$1.00) Dollar, to each of the undersigned in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged, and for other valuable considerations, the parties hereto do hereby agree as follows:

(1) J. E. Serrine Company, as an inducement to Alethea F. Pate entering into said "Storm Water Detention Agreement", hereby guarantees to Alethea F. Pate, her heirs and assigns, the full performance and observance of all the covenants, conditions and agreements contained in said "Storm Water Detention Agreement", attached hereto and incorporated herein by reference.

(2) J. E. Serrine Company hereby agrees to indemnify and hold Alethea F. Pate, her heirs, successors and assigns, harmless from and

6070  
1827A  
855

5  
080

4328 RV-2