

AUG 26 8 41 AM '82

DONNA S. WYERSLEY
 R.M.C.

HOLD HARMLESS AGREEMENT

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

WHEREAS, the developers of Monaghan subdivision, Section 2,
 dedicated to the general public as shown on Plat thereof recorded in the R.M.C.
 Office for Greenville County in Plat Book GG at page 151B a five
 (5) foot drainage easement along the side and rear lot lines of property of
 the undersigned known as Lot 90 fronting on Floyd Street; and,

WHEREAS, I(we) as owner(s) in fee simple of the aforementioned property
 have released Greenville County from the suit now pending in the Court of Common
 Pleas entitled Joe R. McWhorter and Nell M. McWhorter vs. Greenville County, et al.,
 Docket No. 81-CP-23-3396, in consideration of the labor and equipment to be
 provided by Greenville County in assisting with efforts to improve a drainage
 problem; and,

WHEREAS, the undersigned desire(s) to dedicate to the public temporary
 and permanent easements as shown on the project plan prepared by the Greenville
 County Engineering Department dated March, 1982, which details a drainage design
 for an area between Marion Street and S. C. Route 253, which plan is incorporated
 by reference hereto; and, (SEE: Plat Book 9-A, page 55)

WHEREAS, I(we) desire to hold the County of Greenville harmless for
 any damage resulting from such work.

NOW, THEREFORE, in consideration of the preambles, I(we) do hereby
 dedicate to the public permanent and temporary easements as shown on the above-
 referenced drainage design plan. The temporary easements will remain in effect
 for so long as Greenville County has need of it to provide the above-mentioned
 work.

FURTHERMORE, I(we) do hereby hold harmless, release and forever dis-
 charge the County of Greenville, its Council members, its officers, agents,
 servants, employees and their respective heirs, successors and assigns, from
 any and all actions, causes of actions, suits, claims and right for damages or
 injuries, and all other losses, special damages, claims, expenses, and demands,
 of whatever kind and nature, both known and unknown, suspected or unsuspected,
 now and in the future, whether in law or in equity, which may be sustained by the
 undersigned from the performance of the work undertaken pursuant to the drainage
 design plan heretofore incorporated by reference, and the undersigned binds this
 hold harmless agreement to my(our) heirs, executors, administrators and assigns

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