

Hold Harmless
Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on June 27, 2019 by and between Byron Anthony Lindsey and Julie Evelyn Lindsey (hereinafter, "The Lindseys"), of 476 Chapel Point Road, LakeLure, North Carolina 28746 and The Town of Lake Lure (hereinafter, "TOLL"), of P0 Box 255, Lake Lure, North Carolina 28746. The Lindseys and The Town of Lake Lure are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Upon official review of an "as built" survey, as required as a part of the final inspection to assure zoning compliance in the construction of the new Lindsey home at 476 Chapel Point Road (PIN 1622589), such survey indicates an encroachment by a newly-constructed set of stairs into a recorded sewer easement; and,

WHEREAS, this sewer easement belongs to the Town of Lake Lure for the purposes of maintenance and service of public sewerage infrastructure; and,

WHEREAS, the Town-approved construction drawings (ZP-2018002) do not indicate encroachment into this easement area, and thus no valid governmental approval was ever conveyed to allow such an encroachment into this easement area by construction of the stairs or any other ;

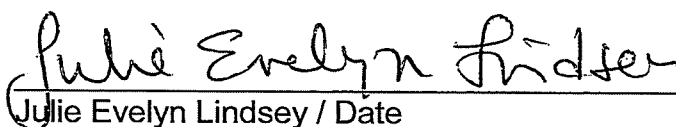
NOW THEREFORE, in consideration of the facts as agreed upon by both parties and as described herein, "The Lindseys" and "TOLL" hereby agree as follows:

1. **Hold Harmless.** "THE LINDSEYS" shall fully defend, indemnify, and hold harmless "TOLL" from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and or wrongful death), whether brought by an individual or other- entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of; in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of "TOLL", its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers as relating to the repair and maintenance of the public sewerage infrastructure located within the aforementioned Town of Lake Lure sewer easement . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to "THE LINDSEYS" for all legal fees, expenses, and costs incurred by it.
2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right and authority to make this Agreement and bind each respective Party.
3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

- 5. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
- 6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
- 7. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under North Carolina law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under North Carolina law.
- 8. Applicable Law.** This Agreement shall be governed exclusively by the laws of North Carolina, without regard to conflict of law provisions.
- 9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of North Carolina. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.
- 10. Signatures.** This Agreement shall be signed by Frank Crawford by Byron Anthony and Julie Evelyn Lindsey, Property Owners, and on behalf of The Town of Lake Lure by C. Shannon Baldwin, Town Manager for the Town of Lake Lure, and effective as of the date first written above.

Property Owners

 6/27/19
Byron Anthony Lindsey / Date

 7/15/19
Julie Evelyn Lindsey / Date

Town Manager

 7/15/19
C. Shannon Baldwin

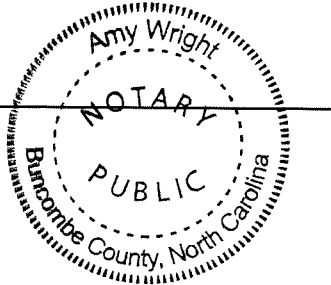
State of North Carolina
County of Buncombe

I, Amy Wright, Notary Public, do hereby certify that Byron Anthony Lindsey ,
property owner, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this 27 day of June 2019.

Amy Wright

My commission expires: March 7, 2024



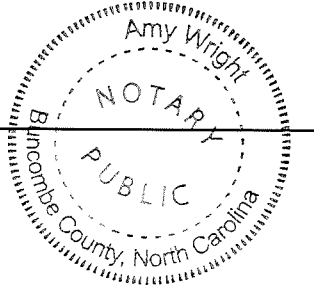
State of North Carolina
County of Buncombe

I, Amy Wright, Notary Public, do hereby certify that Julie Evelyn Lindsey,
property owner, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this 15 day of July 2019.

Amy Wright

My commission expires: March 7, 2024



Town of Lake Lure

State of North Carolina
County of Buncombe

I, Amy Wright, Notary Public, do hereby certify that C. Shannon Baldwin, Lake
Lure Town Manager, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this 15 day of July 2019.

Amy Wright

My commission expires: March 7, 2024

