

GREENVILLE COUNTY, S. C.

APR 22 8 42 AM '82

DONNA H. WYERSLEY

VOL 1172 PAGE 789

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

HOLD HARMLESS AGREEMENT

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 89 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 James D. Perry vs. Greenville County, et al.,
Docket No. 81-CP-23- 3390, 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

WITNESSED my hand and seal this _____ day of _____, 1982.

COUNTY CLERK

0789

4328 RV-2