

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE COUNTY, S. C.  
AUG 28 3 41 AM '82  
DONN. HARRISLEY  
R.M.C.

VOL 1172 PAGE 792

HOLD HARMLESS AGREEMENT

WHEREAS, the developers of Monaghan <sup>Section 2,</sup> subdivisory have 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 607 fronting on Marion 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 Bernice McCombs Duncan vs. Greenville County, et al., Docket No. 81-CP-23-3400, 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 discharge 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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