# HOLD HARMLESS AGREEMENT/PERMIT
# FOR SHORELINE CONSTRUCTION
# ALONG PUBLIC RIGHT-OF-WAY

This Agreement made and entered into this ____ day of _____, 20____, by and between the Town of Surfside Beach ("TOWN") and _____ ("PROPERTY OWNER").

WHEREAS, the undersigned is (are) the recorded owner(s) of Tax Map Number _____, which is commonly known as _____ Surfside Beach, SC; Lot _____, Block_____, Section_____and

WHEREAS, the PROPERTY OWNER desires to install a _____, adjacent to the TOWN's public drainage right-of-way; and

WHEREAS, the Public Works Department requires that the PROPERTY OWNER execute a hold harmless agreement relieving the TOWN from any and all liability growing out of the placement of such private bulkhead structures.

NOW, THEREFORE, it is agreed by and between the TOWN and PROPERTY OWNER as follows:

1. The PROPERTY OWNER acknowledges and agrees that they are fully aware that any portion of a bulkhead located adjacent to the TOWN's public drainage right-of-way is clearly at risk and that no assurances of its protection can be given by the TOWN.

2. The PROPERTY OWNER understands and agrees that the TOWN assumes no responsibility for, or liability arising out of, installation, care, operation, future maintenance or repair of any portion of the bulk headed shoreline or structure.

3. The PROPERTY OWNER understands and agrees that the installation and existence of the Bulkhead adjacent to the TOWN's public drainage right-of-way shall not, in any way, interfere with the right of the TOWN, its contractors or other utilities to excavate therein for repair, maintenance, dredging, or for any other necessary public purpose.

4. The PROPERTY OWNER understands and agrees the TOWN will not, under any circumstance, maintain, repair, or replace any portion of said bulkhead which might be subsequently damaged or removed by any work, accident, and maintenance activity or construction operation related to Item 3 above.

5. The PROPERTY OWNER hereby agrees to indemnify and hold harmless the TOWN from any and all liability, loss or damages the TOWN may suffer as the result of claims, demands, costs, judgment, or legal fees, including attorney fees arising out of the installation, placement, use, and operation of the bulkhead adjacent to the TOWN's public right-of-way.

6. The PROPERTY OWNER further agrees that it will waive any and all claims against the TOWN, its agents, officials, or employees that arise out of any damage to, or undermining of, the bulkhead while located adjacent to the TOWN's public drainage right-of-way.

7. This hold harmless agreement shall commence on the date of the execution hereof by PROPERTY OWNER and shall continue until the bulkhead is abandoned or removed or the permit is revoked.

8. This Agreement shall be binding upon and inure to the benefit of the heirs, grantees, successors and assigns of the parties hereto and shall constitute a covenant running with the land with respect to the private premises served by the shoreline bulkhead permitted hereunder.

IN WITNESS WHEREOF I (or we) have hereunto set my/our hand(s) and seal(s) this day of _____ in the year of 20_____.

Signed, sealed and delivered in the presence of (OWNER):

| | |
|---|---|
| _____ | _____ |
| Witness #1 Date | OWNER Date |
| _____ | _____ |
| Witness #2 Date | OWNER Date |

**STATE OF SOUTH CAROLINA**

**PROBATE**

**COUNT OF HORRY**

Personally appeared before me _____ and made oath that he/she was present and saw the within named owner(s), _____ _____sign, seal and as their act and deed deliver the within the HOLD HARMLESS AGREEMENT/PERMIT FOR SHORELINE CONSTRUCTION ALONG PUBLIC RIGHT-OF-WAY; and that _____ with _____ witnessed the execution thereof.

Sworn to before me this _____day of _____, 20____.

_____
Witness Signature

_____
Notary Public

My commission expires: _____

IN WITNESS WHEREOF I (or we) have hereunto set my/our hand(s) and seal(s) this day of _____ in the year of 20_____.

Signed, sealed and delivered in the presence of (TOWN):

_____ _____

Witness #1 Date DIRECTOR OF PUBLIC WORKS Date

_____

Witness #2 Date

**STATE OF SOUTH CAROLINA**

**PROBATE**

**COUNT OF HORRY**

Personally appeared before me _____ and made oath that he/she was present and saw the within named owner(s), _DIRECTOR OF PUBLIC WORKS, JOHN ADAIR sign, seal and as their act and deed deliver the within the HOLD HARMLESS AGREEMENT/PERMIT FOR SHORELINE CONSTRUCTION ALONG PUBLIC RIGHT-OF-WAY; and that _____ with _____ witnessed the execution thereof.

Sworn to before me this _____day of _____, 20____.

_____

Witness Signature

_____

Notary Public

My commission expires: _____