

COUNTY OF _____)

INDEMNIFICATION AGREEMENT

WHEREAS, the City of Columbia has been required by the South Carolina Department of Transportation or Richland County or Lexington County to execute an Application and Encroachment Permit for a project to be completed by the undersigned because the City of Columbia will ultimately accept ownership of the project for operation and maintenance; and,

WHEREAS, the City of Columbia requires the undersigned to be responsible for any and all liability that it may incur as a result of the undersigned's performance of the work of project described in the permit or by the terms or conditions contained in the permit;

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be fully bound by the terms and conditions contained in the permit, a copy of which is attached hereto and incorporated herein by reference, and the undersigned agrees to, at all times, fully comply with all terms and conditions of the permit.

FURTHER, the undersigned agrees to fully hold harmless and indemnify the City of Columbia from and against any and all claims, demands, actions, liens, judgments, attorney's fees or any other liability of any nature whatsoever arising from or out of the work of project described in the permit or by the terms or conditions contained in the permit.

THIS Agreement shall remain in full force and effect for five (5) years after the date the City of Columbia accepts the project for operation and maintenance.

This agreement shall be binding upon the undersigned, and the undersigned's successors, heirs, personal representatives and assigns.

Witness the undersigned's hand and seal this _____ day of _____, 20__.

Witnesses:

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____
(Name of Officer and Title) (City and State)

on behalf of the within-named Grantor.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES _____