

FILED
NEWBERRY COUNTY
JUN 18 1 22 PM '92
JACKIE S. BOWEN
CLERK OF COURT

Deed Book 357 page 250

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

LICENSE AGREEMENT

02965

AGREEMENT MADE this 2nd day of June, 1992, by and between the County of Greenwood, hereinafter referred to as Owner, and Scott C. Shirley, hereinafter referred to as Licensee.

The parties agree as follows:

I. GRANT OF PERMISSION.

Owner hereby grants Licensee the license to cross the property hereinafter described for purposes of obtaining access to Lake Greenwood. In this connection, Licensee is also granted permission to use the property hereinafter described for purposes of boat docks, provided, however, Licensee must make proper application to Owner for dock permits and must fully comply with all ordinances and regulations of Owner pertaining to boat docks. In this specific connection, this license gives Licensee no greater rights or privileges than others entitled to receive dock permits. Licensee is further granted the license to clear and keep cut any and all vegetation on the property hereinafter described, except those trees having a diameter of two inches (2") or more, measured on the trunk four inches (4") from the ground. In consideration of the license granted herein, Licensee agrees to keep the area clean and free of rubbish which may be deposited by Licensee or others using the property hereinafter described or Lake Greenwood. The property to which this license applies is described as follows:

All that certain piece, parcel or strip of land situate, lying and being in Newberry County, South Carolina, being bounded on the North by Cypress Point Subdivision; on the East by property now or formerly of Scott C. Shirley as described in deed recorded in Deed Book 337 at Page 118 in the Office of the Clerk of Court for Newberry County; on the South by an electrical transmission line owned and operated by Duke Power Company; and on the West by Lake Greenwood.

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By Jackie S. Bowen (B.W.)

Dead dock 257 page 851

2. NON-EXCLUSIVE LICENSE.

The license granted to Licensee is not exclusive to Licensee, and Licensee shall in no way restrict access to the property hereinabove described by either Owner or members of the public.

3. NO IMPROVEMENTS.

Except for boat docks as provided in Paragraph 1 above, Licensee shall not erect any permanent or temporary buildings or other structures on the property hereinabove described.

4. INDEMNIFICATION.

Licensee shall exercise this license at his own risk, and Licensee shall indemnify Owner against all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by Licensee, or the Licensee's invitees or guests of Licensee, or the failure on the part of Licensee to perform fully all and singular Licensee's promises herein. Owner shall not be liable to Licensee if for any reason whatever Licensee's occupation or use of the premises hereunder shall be hindered or disturbed.

5. ASSIGNMENT.

The rights of Licensee under this agreement are assignable by Licensee. Any such assignees shall be subject in every respect to the terms and limitations of this agreement. Licensee shall deliver a copy of this agreement to each Assignee.

6. TERMINATION.

This agreement shall continue in force unless and until terminated by either of the parties hereto giving thirty (30) days written notice to the other of intention so to terminate. In the event of termination, Licensee shall be allowed to remove any boat docks which he has installed

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and shall remove dock anchoring devices and restore the shoreline to its natural condition.

IN WITNESS WHEREOF, this Agreement is entered into the day and year first above written.

WITNESSES:

Lillie M. Sayles
Lisa Emily

Lillie M. Sayles
Lisa Emily

Ann B. Hunter
Margie R. McBurnette

OWNER:
COUNTY OF GREENWOOD

By: Patrick J. Brennan
Patrick J. Brennan, Chairman
Greenwood County Council

ATTEST:

By: Robert M. Haynie
Robert M. Haynie
County Manager

LICENSEE:

By: Scott C. Shirley
Scott C. Shirley

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he was present and saw the within named Owner, County of Greenwood, by Patrick J. Brennan as Chairman of the Greenwood County Council, attested by Robert M. Haynie as County Manager,

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sign, seal and as its act and deed deliver the within written License Agreement, and that (s)he, with the other witness witnessed the execution thereof.

Lilli M. Doyle
Witness

SWORN to and subscribed before me

this 2nd day of June, 1992.

Rosa A. Milby (L.S.)
Notary Public for South Carolina

My Commission Expires: 2/17/97

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he was present and saw the within named Scott C. Shirley, as Licensee, sign, seal and as his act and deed deliver the within written License Agreement, and that (s)he, with the other witness witnessed the execution thereof.

Ann B. Hunter
Witness

SWORN to and subscribed before me

this 16 day of June, 1992.

Margaret R. McBurnett (L.S.)
Notary Public for South Carolina

My Commission Expires: 7/21/92