

AGREEMENT

THIS AGREEMENT made this _____ day of May 2017, by and between KEEZELL, LLC, a Virginia limited liability company (“Keezell”), to be indexed as Grantor, and the CITY OF HARRISONBURG, a Virginia municipal corporation, (the “City”), to be indexed as Grantee.

RECITALS:

A. Keezell owns a tract of land containing 5,704 square feet, more or less, situate at 122 South Main Street in the City of Harrisonburg, Virginia, (the “Property”) and being more particularly described according to a plat titled “Lot Consolidation of Two Parcels Standing in the Name of Keezell, LLC”, made by Clint Harmon, L.S., dated January 16, 2017, of record in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 4845, page 13, which was acquired by Keezell by deed dated April 11, 2016 from Downtown Rock Properties, LLC, a Virginia limited liability company, which said deed is of record in the aforesaid Clerk’s Office in Deed Book 4716, page 231.

B. Keezell desires to use a portion of the sidewalk on the north side of Newman Avenue located between South Main Street and Federal Street as shown in the hatched area in the attached Exhibit A (the “Sidewalk Area”).

C. In order for the City to approve the above use of the Sidewalk Area, the City is requiring that this Agreement be executed to acknowledge and confirm Keezell’s responsibilities with respect to the Sidewalk Area.

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

1. Keezell hereby agrees on behalf of itself, its successors and assigns, to maintain, and repair the Sidewalk Area in a good and safe condition in accordance with the standards set forth below. Keezell hereby agrees to solely pay the cost of such maintenance and repair. The terms "maintenance" and "repair" shall include, but not be limited to, repairing and maintaining the surface area, steps, retaining wall, rails, and related structures, removing snow, and performing any and all other necessary work required to maintain the Sidewalk Area in a condition that will allow for reasonable and safe access of the area.

2. Keezell agrees to carry general liability insurance in the amount of at least Two Million Dollars (\$2,000,000), and such liability insurance shall list the City as an Additional Insured.

3. Keezell hereby indemnifies and holds harmless the City from and against any and all costs, expenses, damages and other charges, resulting from the construction, repair and maintenance of the Sidewalk Area.

4. Keezell agrees that should it default in any of the covenants and agreements contained herein, that Keezell agrees to pay to the City the costs and expenses that may arise from enforcing this Agreement, including reasonable attorney's fees.

5. Keezell agrees that this Agreement shall be binding upon it and its successors and assigns; that this Agreement, unless amended in writing, contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

KEEZELL, LLC

By: _____ (SEAL)
BARRY K. KELLEY, Manager

CITY OF HARRISONBURG

By: _____ (SEAL)
Its: _____

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