

INSTRUCTIONS

Within the agreement, replace:

1. FULL CORPORATION NAME with the full name of the corporation or organization registered with the Virginia State Corporation Commission
2. CORPORATION TYPE with the type of corporation or organization (e.g., “limited liability company”)
3. NAME with an appropriate shorthand reference (e.g., “Columbia Gas of Virginia, Inc.” could be “Columbia Gas” or “CVA”)
4. LOCATION with the address of the building the structure will project from
5. DESCRIPTION with a brief explanation of the projection (e.g., “two canopies” or “one sign”)

An “Exhibit A” showing the intended projection in sufficient detail for City Council to understand generally what would be approved and for staff to ensure compliance should be attached.

A certificate of insurance is not required for City Council to hear the request, but must be provided to the City Clerk before sign permits and building permits can be issued if approved. The certificate of insurance shall name the City as an additional insured, in the amount not less than one million dollars (\$1,000,000.00).

ENCROACHMENT LICENSE AGREEMENT

This **ENCROACHMENT LICENSE AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF HARRISONBURG**, a municipal corporation of the Commonwealth of Virginia (“City”), and Black Sheep Coffee, LLC, whose address is 80 East Market Street, HARRISONBURG, VA 22801.

WITNESSETH:

1. Encroachment Area. City hereby grants permission to Black Sheep Coffee, LLC to encroach into the public right-of-way adjacent to 80 E Market St, Harrisonburg, VA 22801 for the purposes of installing planters of a substantially similar design and at a substantially similar location as shown on Exhibit A, attached.
2. Liability Insurance. Black Sheep Coffee, LLC shall acquire and maintain in effect a commercial general liability insurance policy which serves to insure the City and its officers, employees and agents against liability resulting from the placement, existence, maintenance, inspection and removal of the planters. Such certificate of insurance must be filed with the City Clerk prior to the issuance of any required building permits for the encroachment permitted.
3. Indemnification. Black Sheep Coffee, LLC, its owner, officers, agents, assigns, and successors in interest of the planters installed on public property hereby indemnify and hold harmless the City of Harrisonburg and its officers, agents, and employees from any and all claims, legal actions, and judgments advanced against the City and for any expense the City may incur in this regard, arising out of the encroachment permitted.
4. Discontinuance. Black Sheep Coffee, LLC understands that this Agreement is made pursuant to Section 15.2-2010 of the Code of Virginia, which allows City Council to discontinue this license at any time for good cause and at the expense of the then owner of the encroaching projection.

[SIGNATURE PAGE FOLLOWS]

CITY OF HARRISONBURG

By: _____
Ande Banks, VI, City Manager

Black Sheep Coffee, LLC
80 E Market Street
HARRISONBURG, VA 22801

By: _____

Title: _____