

ENCROACHMENT LICENSE AGREEMENT

This **ENCROACHMENT LICENSE AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **CITY OF HARRISONBURG**, a municipal corporation of the Commonwealth of Virginia (“City”), and **TRN Properties, LLC**, a Virginia limited liability company (“TRN Properties”).

WITNESSETH:

1. Encroachment Area. City hereby grants permission to TRN Properties to maintain those awnings that encroach into the public right-of-way adjacent to 80 East Market Street (Tax Map No. 34-T-5).
2. Liability Insurance. TRN Properties 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 erection, existence, maintenance, inspection and removal of the canopies. Such certificate of insurance must be filed with the City Clerk prior to the issuance of any require building permits for the canopies.
3. Indemnification. TRN Properties, its owner, officers, agents, assigns, and successors in interest of the canopies erected over 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. TRN Properties 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: _____
Eric D. Campbell, City Manager

TRN Properties LLC

By: _____
Title: _____