

**EASEMENT – HOLD HARMLESS LETTER FOR SANDWICH BOARD OR PROJECTING SIGN LOCATED WITHIN
THE PUBLIC RIGHT-OF-WAY WITHIN THE HISTORIC OVERLAY DISTRICT**

**TOWN OF FRONT ROYAL, VIRGINIA
DEPARTMENT OF PLANNING & ZONING**

PROPERTY REFERENCE:

Tax Map Identification Number: _____

Street Address: _____

SIGN DETAILS:

Type of Sign (check all that apply):

- Projecting
- Sandwich Board

Location of Sign: _____

Sign Permit Application Number: _____

In consideration of locating the above-referenced sign within the public right-of-way of the Town of Front Royal, the undersigned property owner(s)

(Print the name(s) of Property Owner)

hereinafter called "Indemnitor", does hereby grant the Town of Front Royal, hereinafter called "Town", on this _____ day of _____ 20____, the following:

- **The Indemnitor undertakes to indemnify and hold harmless the Town, its agents, servants and employees from any claims, liability, loss and/or damage that the Town may suffer as a result of the claims, demands, costs or judgement against and arising from the location or removal of the indemnitor's sign being within the Town's public right-of-way.**
- **The Indemnitor agrees to defend, at its own expense against any claims brought or actions filed against the Town with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.**

- The Indemnitor agrees to remove, or allow to be removed, at the Indemnitor's expense, the above-referenced sign at any time should the Town determine that such removal is necessary for reasons concerning the public's health, safety or general welfare.
- Indemnitor agrees to reimburse the Town for any necessary expenses, attorney fees, or costs incurred in the enforcement, administration or interpretation of this Indemnity Agreement.

Additionally, the undersigned acknowledges that the Town is under no obligation, in law or equity, to permit the activity contemplated hereunder. Permission is based upon the unique circumstances of this application, existing Town policy, and shall have no bearing or effect on the Town's rights or authority with respect to any other requests by the undersigned or any other property owner within the Town.

The undersigned further agrees, as owner of the above-described Property, that this document may be recorded and that the representations and obligations herein are binding upon its successors and assigns.

PROPERTY OWNER'S (INDEMNITOR'S) SIGNATURE: _____

WITNESS: _____
Signature

Print Signature Name

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ___ DAY OF _____, 20___, BY _____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING INSTRUMENT AND WHO HAS APPEARED THIS DAY BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ___ DAY OF _____, ____.

NOTARY PUBLIC

Registration Number

TOWN MANAGER'S APPROVAL: _____

DATE: _____