

**INDEMNIFICATION AGREEMENT FOR SOLID WASTE
MANAGEMENT FACILITIES**

THIS AGREEMENT, dated this ____ day of _____, 20____, by and between _____ ("Applicant / Owner") and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "City").

WHEREAS, the Applicant/Owner desires to operate a solid waste management facility (the "Facility") located on the property known as _____, Chesapeake, Virginia, _____ which property is more particularly described on Chesapeake Tax Maps as Parcel Number(s): _____ (the "Property"); and

WHEREAS, pursuant to Section 62-89(4) of the City Code, the Applicant/Owner must enter into this Agreement with the City as part of its application for a conditional use permit for the Facility.

NOW, THEREFORE, WITNESSETH, for and in consideration of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. If granted a conditional use permit for the Facility, the Applicant/Owner agrees to design, construct, maintain, operate and close the Facility and restore and rehabilitate the Property in accordance with the Chesapeake City Code and all applicable federal and state laws and regulations. The Applicant/Owner also agrees to design, construct, maintain operate and close the Facility and restore and rehabilitate the Property in accordance with all requirements set forth in any conditional use permit or amendment thereto, which may be issued by City Council for the Facility, including all plans, plats, specifications and statements of intent made a part of, or related to, said conditional use permit.
2. If granted a conditional use permit for the Facility the Applicant/Owner shall defend, indemnify and hold the City harmless from and against all claims, liabilities, demands, charges, actions, proceedings, suits, damages, penalties, fines, expenses

and fees that the City, the Applicant/Owner or any third-party may suffer as a result of the Applicant's/Owner's negligent design, construction, maintenance, operation, restoration, rehabilitation, closure or abandonment of the Facility, or the Applicant's/Owner's failure to comply with the terms and conditions of the Chesapeake City Code, the conditional use permit, including all plans, plats, specifications and statements of intent made a part of, or related to, said conditional use permit, and any federal or state law or regulation.

3. This Agreement shall be binding upon the heirs, successors, and assigns of each party hereto.

OWNER:

Print Name: _____ Signature: _____

Company, Title: _____ Date: _____

Commonwealth/State of _____ City of _____

I, _____, a Notary Public in the City and State aforesaid, do hereby certify that the person(s) whose name(s) is (are) signed to the above writing bearing date on the ____ day of _____, 20____, has (have) acknowledged the same before me in my City and State aforesaid.

Signature

Notary Registration No: _____

My Commission Expires: _____

APPLICANT:

Print Name: _____ Signature: _____

Company, Title: _____ Date: _____

Commonwealth/State of _____ City of _____

I, _____, a Notary Public in the City and State aforesaid, do hereby certify that the person(s) whose name(s) is (are) signed to the above writing bearing date on the ____ day of _____, 20____, has (have) acknowledged the same before me in my City and State aforesaid.

Signature

Notary Registration No: _____

My Commission Expires: _____

CITY:

THE CITY OF CHESAPEAKE, a municipal corporation of the Commonwealth of Virginia

By: _____

Print Name: _____

Title: _____

Commonwealth/State of _____ City of _____

I, _____, a Notary Public in the City and State aforesaid, do hereby certify that the person(s) whose name(s) is (are) signed to the above writing bearing date on the ____ day of _____, 20____, has (have) acknowledged the same before me in my City and State aforesaid.

Signature

Notary Registration No: _____

My Commission Expires: _____