

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of \_\_\_\_\_, 2021, by and between Firehouse Apartments Limited Partnership, a Vermont limited partnership, its successors and assigns (the "Partnership") and the Town of Bristol, a municipality in Addison County, Vermont (the "Town").

### Recitals

A. The Town conveyed to Stoney Hill Properties, LLC ("Stoney Hill") a parcel of land certain land and premises consisting of 5.8 acres, more or less and located in Bristol, Vermont by Warranty Deed dated \_\_\_\_\_, 2021 and recorded in Book \_\_\_ at Page \_\_\_ of Bristol land records (the "Town Land"). A true and correct copy of said Deed is attached hereto and incorporated herein by reference (the "Town Land Deed").

B. In ~~its Warranty Deed, to Stoney Hill~~ the Town reserved certain rights on behalf of itself and the public to use the Town Land for various uses all as more particularly described therein, including recreational trails and maintenance of West Street.

C. The Partnership has acquired the Town Land from Stoney Hill by Warranty Deed dated of near or even date herewith and to be recorded in Bristol land records.

D. The Town has agreed to indemnify the Partnership in connection with use by the Town and/or the public of the Town Land.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby ~~are~~ acknowledged, the parties agree as follows:

1. The Town hereby agrees to indemnify, defend, and save harmless the Partnership and its partners and their respective successors and assigns from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees and all amounts paid in investigation or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from use of the Town Land by the Town or by the general public so long as arising out of or in connection with the exercise of rights enumerated in the Town Land Deed.

2. The Town intends that the Partnership shall have full recourse to the Town for the Town's obligations hereunder as they become due to the Partnership. Such liabilities, losses, claims damages and expenses shall be reimbursable to the Partnership as the Partnership's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and the Town shall pay such liability, losses, claims, damages and expenses

to the Partnership as so incurred within thirty days after written notice from the Partnership.

3. The Town shall maintain liability insurance in commercially reasonable amounts and shall name the Partnership as an insured thereunder.  
3. The Town shall, at its sole expense, maintain the following insurance on its own behalf and naming the Partnership as an additional insured. The Town shall furnish to the Partnership certificates of insurance evidencing the same and reflecting the effective date of such coverage and compliance with the following:

A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws.

B. Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars.

C. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate.

D. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.

E. Umbrella / Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.

Endorsements must be furnished reflecting the inclusion of the interests of the Partnership, its officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and noncontributing basis.

Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance for the Town, the Partnership, and all other parties required to be named as additional insureds.

The above insurances shall each contain the following wording verbatim: Firehouse Apartments Limited Partnership is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to "Firehouse Apartments Limited Partnership, c/o Evernorth, Inc., 100 Bank Street, Burlington, Vermont" by certified mail – return receipt requested."

4. The obligations under this Agreement shall remain in full force and effect so long as the Town Land is owned by the same owner as the owner of the housing project constructed and located on land contiguous to and westerly of the Town Land, indefinitely and shall run to the successors in title to the Town Land.

The parties have caused this Agreement to be duly executed as of the date first written above.

**Commented [BTA1]:** This language was in the first version. What follows was added by VHCBA Attorney Jill Broderick in a second version.

Town of Bristol

By: \_\_\_\_\_

Firehouse Apartments Limited Partnership

By: \_\_\_\_\_