

**INDEMNITY and HOLD HARMLESS AGREEMENT  
AND  
COVENANT NOT TO SUE**

**Concerning Permission to Use City Property**

**This Agreement** is made and entered into this the \_\_\_\_ day of May, 2017, by and between the **Mayor and Aldermen of the City of Savannah (the "City")** and **Brandon Barfield Enterprises Inc (BBEI)** on behalf of **Savannah Quarters**, as set forth below.

**Whereas, Savannah Quarters** desires to use certain real property belonging to the City, *to wit*, **Canal Bank Road between Quacco Road and I-16 in Pooler Georgia** (the "Property") for purposes specific to it, specifically including the right to exclude others from using it; and

**Whereas**, the purpose for which BBEI on behalf of Savannah Quarters seeks to use the Property is to use as a haul road for access to a landlocked parcel for a proposed borrow pit.

**Whereas**, the City is willing to allow BBEI on behalf of Savannah Quarters to use the Property for the purpose described in the preceding paragraph and paragraph 5., below, but only for said limited purpose, and only for the limited duration set forth in paragraph 4., below, subject to the terms and conditions set forth in this Indemnity Agreement;

**Now, therefore**, the City and BBEI on behalf of Savannah Quarters enter into this Agreement as follows:

1. In consideration of the rights conferred hereby, including being granted limited permission to use the Property as herein described, BBEI, individually and collectively, including but not limited to its successors and assigns, principals, agents, and employees, agree to release, indemnify, defend and hold harmless the Mayor and Aldermen of the City of Savannah, Georgia, its successors and assigns, principals, agents, and employees, **from all claims or negligence on the part of BBEI**, demands and/or causes of action, of any kind or nature, including but not limited to lawsuits, for any loss, damage, or injury of any kind or nature sustained by BBEI or its property, or by any agent or employee of BBEI, or by any other person or entity whosoever, in connection with any matter arising out of or related to this Agreement and/or the use of the Property by BBEI on behalf of Savannah Quarters. In carrying out its duty to defend the City, et al., BBEI shall permit the City to select defense counsel of its choosing should the same be deemed necessary.

2. In further consideration of the rights conferred hereby, including being granted limited permission to use the Property as herein described, BBEI, individually and collectively, including but not limited to its successors and assigns, principals, agents, and employees, agrees to waive any rights it may have to pursue any claim, as expansively defined in the preceding paragraph, that may exist or arise against the City, whether known or unknown, foreseen or incapable of being foreseen, and expressly covenants not to sue the City, in connection with any matter arising out of or related to this Agreement and/or the use of the Property by BBEI on behalf of Savannah Quarters.
3. In further consideration of the rights conferred hereby, including being granted limited permission to use the Property, BBEI shall maintain insurance that provides a minimum of \$2,000,000 per occurrence Commercial General Liability insurance and Workers' Compensation insurance (meeting the requirements of the State of Georgia) for the use for which it is being granted limited permission to use the Property with the City being named as a certificate holder.
4. In further consideration of the rights conferred hereby, including being granted limited, permission to use the Property as herein described, BBEI, individually and collectively, including but not limited to its successors and assigns, principals, agents, and employees, agrees to assume total control, responsibility and liability for the Property and all persons and property located thereon during the term of its right to use the Property. BBEI agrees that it will return the Property to the City in the same condition or better when it took possession of the Property pursuant to this Agreement; should BBEI return the Property to the City in any condition requiring repair, maintenance or cleaning, BBEI agrees that it will cause the Property to be repaired or cleaned so as to return it to its *status quo ante* within 20 days or the City may cause such repair or cleaning to be undertaken at BBEI's expense.
5. Pursuant to this Agreement, the City grants to BBEI on behalf of Savannah Quarters the right to use the Property starting 6 a.m. \_\_\_\_ day, May \_\_\_\_, 2017, and concluding at 6 p.m. \_\_\_\_ day, \_\_\_\_\_, 2017. The right to use the Property shall include the right to exclude others from access and use of the Property except City employees who seek entry for City-related purposes.
6. BBEI on behalf of Savannah Quarters expressly acknowledges and agrees that the right to use the Property granted hereby is limited to the following use(s):
  - a) Use as a haul road for access to a landlocked parcel for a proposed borrow pit.



7. Upon completion of use, BBEI on behalf of Savannah Quarters shall install a post and cable gate suitable for locking of access to the road near the Right of Way of Quacco Road. Said posts shall be 8" steel and cable shall be 3/4" wire rope. An attachment suitable for at least two locks to jointly secure the gate shall be included.

**In witness whereof**, the undersigned have executed this Agreement on the day and year written above.

For: The Mayor and Aldermen of the  
City of Savannah, Georgia

For: BBEI on behalf of  
Savannah Quarters

By: \_\_\_\_\_  
Rob Hernandez, City Manager

By: Jack N. Barfield

\_\_\_\_\_  
Witness

Richard Phillips  
Witness

\_\_\_\_\_  
Notary Public, Chatham County, GA

Kelley Collinsworth  
Notary Public, Chatham County, GA

