

THIS HOLD HARMLESS AGREEMENT MADE

BETWEEN:

**THE MUNICIPALITY
OF GORDON/BARRIE ISLAND**

HEREIN referred to as the Municipality

AND

HEREIN referred to as the Applicant

WHEREAS the applicant has requested permission to construct/amend; as per their written plan provided within the 66 feet shoreline allowance being Municipal Property located adjacent to their residence/property;

NOW THEREFORE, the Municipality grants said permission provided that:

1. The Applicant agrees to accept all legal responsibility for the construction on the previously described property, and agrees to hold the Municipality harmless and to defend in the name of the Municipality any legal action brought against the Municipality as a result of the construction: the Applicant further agrees to pay all costs and damages that may be awarded against the Municipality as a result of same.
2. It is understood that the Applicant will obtain all permits and permissions from any Government bodies involved as a result of the said construction.
3. At the applicants own expense, remove the building and restore the site to its original condition if approvals are not obtained or plans are not filed in a practical time period.
4. That the setback from the high water mark be not less than 10 feet.
5. This agreement shall be binding on the Heirs, Executors and Assignees of the Applicant.

IN WITNESS WHEREOF the parties hereto have caused their hands and seals to be affixed hereto.

CLERK

APPLICANT

DATED THIS _____ DAY

OF _____, _____