

5. That the Owner hereby releases the City from any and all liability and obligation for any and all loss, damage or injury, including death to persons, that happens as a result of or rises out of the City granting this licence to the Owner.
6. That the Owner hereby covenants and agrees to indemnify and save harmless the City from any and all liability, costs, causes of action and damage whatsoever arising out of the City granting this licence to the Owner.
7. That the Owner shall make no claim against the City in respect of damage to said encroachments, arising from snow removal, road maintenance, or other such similar activities of the City's employees or contractors on said street.
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns, respectively, as owners from time to time of all or any part of the lands more particularly described in Clause 1 hereof and Schedule "A" attached hereto.

IN WITNESS WHEREOF The Corporation of The City of Owen Sound and the Owner hereunto set and affix their respective hands, seal and corporate seal under the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF OWEN SOUND

per:

Mayor

per:

Clerk

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

)
)
)
)

(other party)