

TEMPORARY SHORING INDEMNITY AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[DEVELOPER]
[address]
(the "Developer")

OF THE FIRST PART

- and -

[CITY]
a municipal corporation having jurisdiction in
[jurisdiction]
(the "City")

OF THE SECOND PART

WHEREAS:

- A. On [approval date] the City Planning Commission, pursuant to [specify municipal planning act and land use by-laws], approved the issuance of a development permit bearing Number [permit number], and on [2nd approval date] approved the issuance of development permit Number [2nd permit number], which permits are for construction of a development on the following lands:

[legal description of lands]

- B. The Developer is the ground lessee of the land;
- C. [OWNER], as fee simple owner of the land (the "Owner"), has consented to and agreed to be bound by the terms of this Agreement;
- D. [OWNER] and the Developer entered into an agreement in order to develop and manage the land and have leased the land from [OWNER] for a term ending the ____ day of _____;
- E. The Developer is desirous of providing temporary supports for the walls of the excavation within the adjacent property.
- F. Pursuant to [specify municipal government legislation], the City is prepared to allow such use subject to the covenants hereinafter to be performed and observed by the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. In this Agreement, the following terms shall have the following meanings:
 - (a) "adjacent property" means any municipal roadways, lands dedicated to the City for roadway purposes or bylawed road widening setbacks and corner cuts which are adjacent to the land;
 - (b) "City Standard Rates" means the most recent rates as set by the City Engineer for payment in lieu of removal of shoring components. The effective date of the said rate shall be as of the date of removal of the removable portions of the shoring components from the adjacent property or the date the Developer notifies the City of its intentions to leave said removable portions of the shoring components in the adjacent property as described in paragraph 11, whichever date first occurs;

- (c) "completion date" means the day on which all removable portions of the shoring work have been removed from the adjacent property, and the Developer has satisfied its obligation under paragraph 13 of this Agreement;
- (d) "removable portions of the shoring work" means all shoring components which includes piles, tiebacks, corner bracings, walers, timber lagging and all other related components except the cement grout and the bell anchor (metal anchor and grout body) which are less than 760 mm (30") in length and 200 mm (8") in diameter;
- (e) "shoring work" means the installation of a temporary shoring system and/or backsloping in accordance with the attached Schedules "A" and "B" including but not limited to piles, timber lagging, tiebacks and related components which are to be installed in the adjacent property;
- (f) "tieback" means the steel tendon, connection and all related components including the steel rod in the dywidag anchor;
- (g) "utility" means any public or private utility including water, storm sewer, sanitary sewer, gas, electricity, heat, transportation, telephone, cable or telecommunications.

2. The Developer is hereby granted the privilege to use the adjacent property for the purpose of performing the shoring work and maintaining the same subject to the terms, conditions and covenants to be observed or performed in this Agreement.