THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-052

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF
THE CITY OF PETERBOROUGH AND ERIC GEORGE COPELAND
AND JANICE MARIE COPELAND, WITH RESPECT TO THE
PROPERTY KNOWN MUNICIPALLY AS 674 HASTINGS AVENUE

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL
THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute
an Encroachment Agreement between The Corporation of the City of
Peterborough and Eric George Copeland and Janice Marie Copeland with
respect to the encroachment of a covered verandah on to the road
allowance known as Hastings avenue, in the form attached hereto as
Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 3rd day of March 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
THIS AGREEMENT made, in duplicate, this 15th day of January 2008

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

Eric G. Copeland

and

Janice M. Copeland

hereinafter called the "Licencee"

OF THE SECOND PART

WHEREAS the Licencee is the registered owner of the lands and premises known municipally as 674 Hastings Avenue K9J 4T2 in the City of Peterborough, in the County of Peterborough, and being more particularly described in Schedule "A" attached hereto; Register Plan 420 Lot 618

AND WHEREAS part of the buildings and structures erected on the said lands encroach, or will encroach, on a public road allowance in the said City of Peterborough, known as Hastings Avenue which encroachment is described in Schedule "B" attached hereto (hereinafter referred to as the "Encroachment");

AND WHEREAS the Licencee has requested permission from the City to maintain the Encroachment, on the terms and conditions hereinafter set in the position described in Schedule "B" attached hereto, during the lifetime of the building;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and agreements hereinafter contained on the part of the Licencee to be observed, fulfilled and performed, the City hereby grants to the Licencee permission to maintain the Encroachment, upon the following terms and conditions:
1. The Licencee shall maintain the Encroachment in a good and workmanlike fashion and shall comply in all respects with the provisions of the Building Code Act, all by-laws of the City, and any other applicable regulations.

2. The Licencee agrees to indemnify and save harmless, the City, against all actions, suits, claims and demands, which may be brought against or made upon the City and against all loss, costs, damages, charges, or expenses whatsoever which may be sustained, incurred or paid by the City in consequence of the Encroachment, or otherwise by reason of the exercise by the Licencee of the permission hereby granted to maintain the Encroachment. The Licencee hereby grants to the City full power and authority to settle any action, suit, claim or demand on such terms as the City may deem advisable and hereby covenants and agrees with the City to pay to the City, on demand, all monies paid by the City in pursuance of any such settlement and also such sum which shall represent the reasonable cost to the City, or its solicitor, in defending or settling any such action, suit, claim or demand. This Agreement shall not be alleged as a defence by the Licencee in any action, by any person, for actual damage suffered by reason of the permission hereby granted to maintain the Encroachment.

3. The Licencee agrees to maintain in full force and effect property damage and public liability insurance, naming the City as an additional named insured, and with a cross-liability endorsement in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence. The Licencee shall provide the City with a Certificate confirming the existence of the above noted insurance coverage.

4. The Licencee acknowledges and agrees that, should the City require the use, for public purposes, of the lands upon which the Encroachment is located, the Licencee shall, upon thirty (30) days written notice from the City, remove or relocate the encroachment, including reinstatement of the City lands, to the satisfaction of the City and at the sole expense of the Licencee.
5. This Agreement shall ensue to the benefit of, and be binding upon, the parties here-to, their respective heirs, executors, administrators, successors and assignees.

IN WITNESS WHEREOF the parties here-to have executed this Agreement under the hands of their authorized signing officers in that regard.

SIGNED, SEALED & DELIVERED ) THE CORPORATION OF THE
 ) CITY OF PETERBOROUGH
 )
 )
 )
 ) Mayor
 )
 )
 ) Clerk
 )
 ) [Signature]
 ) Janice Capelo

AGREED TO

[Signature]
674 Hastings Ave
Registered Plan 420
Lot # 18
SURVEYOR'S REAL PROPERTY

PLAN OF SURVEY OF
PART OF LOT 18
REGISTERED PLAN No.42
CITY OF PETERBOROUGH
COUNTY OF PETERBOROUGH

SCALE: 1 INCH EQUALS 20 FEET

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2007

PART 2: REPORT SUMMARY

DESCRIPTION OF LAND

- PART OF LOT 18, REGISTERED PLAN No.42

REGISTERED EASEMENTS AND/OR RIGHTS-OF-WAY

- NONE

ENCROACHMENTS

- CONCRETE STEP

COMPLIANCE WITH MUNICIPAL ZONING BY-LAWS

- NOT CERTIFIED BY THIS REPORT

ADDITIONAL REMARKS

- TIES SHOWN HEREIN ARE MEASURED TO CONCRETE FOUNDATION

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYOR'S ACT AND THE REGULATIONS MADE UNDER IT.
2. THE SURVEY WAS COMPLETED ON 12 OCTOBER, 2007

12 OCTOBER, 2007

SHAWN J. MCCORMICK
Registered Land Surveyor

THIS REPORT WAS PREPARED FOR:

ULTRACORE AND JANICE COTELAND

ELLIOTT AND PARR (PETERBOROUGH) LTD.
P.O. BOX 1126
PETERBOROUGH, ON
K9J 7H4

DRAWN BY: RW

E&P