THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 09-103

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND GREATER PETERBOROUGH BUSINESS DEVELOPMENT CENTRE INC. WITH RESPECT TO THE PROPERTY KNOWN MUNICIPALLY AS 351 CHARLOTTE STREET

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

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 Greater Peterborough Business Development Centre Inc. with respect to the encroachment of an accessibility ramp on to the road allowance known as Charlotte Street, 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 10th day of August, 2009

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Kevin Arjoon, Deputy Clerk
THIS AGREEMENT made, in duplicate, this 2nd day of July, 2009

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

GREATER PETERBOROUGH BUSINESS DEVELOPMENT CENTRE INC.

hereinafter called the "Licencee"

OF THE SECOND PART

WHEREAS the Licencee is the registered owner of the lands and premises known municipally as 351 Charlotte Street, in the City of Peterborough, in the County of Peterborough, and being more particularly described in Schedule "A" attached hereto;

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 Charlotte Street 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;

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 enure to the benefit of, and be binding upon, the parties
hereto, their respective heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED & DELIVERED in the presence of:

THE CORPORATION OF THE CITY OF PETERBOROUGH

Mayor

Clerk

GREATER PETERBOROUGH BUSINESS DEVELOPMENT CENTRE INC.

Name:
Office:

Name:
Office:

I/We have authority to bind the Corporation
SCHEDULE “A”

(Legal Description of Property)

PIN 28090 0003
PT LT 17 S OF CHARLOTTE ST & W OF GEORGE ST PL 1 PETERBOROUGH PT 1
45R10473; T/W R135890; PETERBOROUGH