THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 12-069

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN ENCROACHMENT AGREEMENT FOR THAT PART OF PARK LOT 16 IN LOT 13, CONC 13 (NORTH MONAGHAN) DESIGNATED AS PART 4 ON PLAN 45R9234, MUNICIPALLY KNOWN AS 531 PARK STREET NORTH, IN THE CITY OF PETERBOROUGH

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

That the Mayor and Clerk be hereby authorized to execute an Encroachment Agreement with respect to the encroachment of the building located at 531 Park Street North on the lands described as Part of Park Lot 16 in Lot 13, Conc 13 (North Monaghan) designated as Part 4 on Plan 45R9234, municipally known as 480 McDonnel Street, in the City of Peterborough, in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 14th day of May, 2012.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
AGREEMENT made this 14th day of May, 2012

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
hereinafter referred to as the “City”,

- and –

DONALD ERIC SKUCE and KAREN MARIE PAGE
hereinafter referred to as the “Licencee”

WHEREAS the Licencee are the registered owners of the lands and premises known municipally as 531 Park Street North, 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 on City owned lands in the City of Peterborough, known as 480 McDonnel Street, which encroachments are 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 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 or reasonable direction from the City.

2. The Licencee acknowledges and agrees that the permission granted by the City to maintain the encroachment is at the sole risk of the Licencee. 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 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 Two Million Dollars ($2,000,000.00) 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, 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 hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of:  

THE CORPORATION OF THE CITY OF PETERBOROUGH

Daryl Bennett, Mayor

Clerk

Witness

Donald Eric Skuce

Witness  

Karen Marie Page
Legal Description

PT PK LT 16, IN TWP LT 13 CON 13 (N MONAGHAN) AS IN R519450, T/W R519450; PETERBOROUGH
SCHEDULE B

Plan of Survey prepared by Elliott and Parr (Peterborough) Ltd. Ontario Land Surveyors, dated January 11th, 2012, Job #29516

Legal Description
PART OF PARK LOT 16 IN LOT 13, CONC 13(NORTH MONAGHAN) DESIGNATED AS PART 4 ON PLAN 45R9234; PETERBOROUGH