THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 13-082

BEING A BY-LAW TO AUTHORIZethe EXECUTION OF AN
ENCROACHMENT AGREEMENT FOR LANDS MUNICIPALLY KNOWN
AS 319 STEWART STREET, 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 319
Stewart Street, which said encroachment is on the lands described as Charlotte
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 10th day of June, 2013.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
AGREEMENT made this 12th day of July, 2013

BETWEEN:

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

- and -

JENNIFER LYNN HOLMES and NATHAN RYAN CHAMBERS
hereinafter referred to as the "Licencees"

WHEREAS the Licencees are the registered owners of the lands and premises known municipally as 319 Stewart 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 on City owned lands in the City of Peterborough, known as Charlotte Street, which encroachments are described in Schedule "B" attached hereto (hereinafter referred to as the "Encroachment");

AND WHEREAS the Licencees have 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 Licencees to be observed, fulfilled and performed, the City hereby grants to the Licencees permission to maintain the Encroachment, upon the following terms and conditions:

1. The Licencees 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 Licencees acknowledge and agree that the permission granted by the City to maintain the encroachment is at the sole risk of the Licencees. The Licencees agree 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 Licencees of the permission hereby granted to maintain the Encroachment. The Licencees hereby grant 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 Licencees in any action, by any person, for actual damage suffered by reason of the permission hereby granted to
maintain the Encroachment.

3. The Licencees agree 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 Licencees shall provide the City with a Certificate confirming the existence of the above noted insurance coverage.

4. The Licencees acknowledge and agree that, should the City require the use, for public purposes, the lands upon which the Encroachment is located, the Licencees 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 Licencees.

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

John Kennedy, Clerk

Witness

Jennifer Lynn Holmes

Witness

Nathan Ryan Chambers
3

SCHEDULE A

Legal Description

PT LT 12 S OF CHARLOTTE ST & W OF GEORGE ST PL 1 PETERBOROUGH AS IN R485203, T/W R485203; PETERBOROUGH
SCHEDULE B

Drawings prepared by Michael Scorcer dated May 16th, 2013 illustrate the following encroachments:

- concrete steps
- 16" false roof approximately 10 feet from ground level
- planters under existing windows