

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-154

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A LICENCE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND JIANMIN JI AND SUMIN WANG, WITH RESPECT TO THE PROPERTY KNOWN MUNICIPALLY AS 29 ARGYLE STREET

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 Jianmin Ji and Sumin Wang to use and maintain a driveway in the location shown on the plan attached to the Licence Agreement, attached hereto as Schedule "A", and to affix the Seal of the Corporation thereto

By-law read a first and second time this 16th day of August, 2004

By-law read a third time and finally passed this 16th day of August, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this 15th day of July, 2004.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the “City”,

OF THE FIRST PART

- and –

JIANMIN JI and SUMIN WANG

hereinafter referred to as the “Licensees”

OF THE SECOND PART

WHEREAS the City is the owner of the lands described in Schedule A hereto (hereinafter referred to as the “City Lands”);

AND WHEREAS the Licensees have applied for permission to make use of a portion of the City Lands, as hereinafter set forth, and the City has agreed to grant such permission upon the terms and conditions hereinafter contained;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. The City grants permission to the Licensees, at the risk and expense of the Licensees, to construct, use and maintain a driveway in the location shown on the plan attached hereto as Schedule B, under the supervision of, and to the satisfaction of, the City.
2. The Licensees shall pay to the City forthwith upon receipt of an invoice therefor, the entire amount of all expenses incurred by the City in connection with the construction, the altering or diverting of any ditches or drainage facilities, engineering expenses, and generally all expenses of any nature whatsoever incurred by the City that may be attributable to the construction of the driveway pursuant to this agreement.
3. Prior to the commencement of construction, or any major repair or renewal of the driveway, the Licensees shall provide at least 72 hours notice in writing to the Property/Energy Coordinator for the City.
4. The City further grants permission to the Licensees, at the risk and expense of the Licensees, to maintain the building encroaching on to the City Lands, in the location shown on Schedule B for the lifetime of the structure.
5. Nothing in this agreement shall have the effect of permitting the Licensees to interfere, in any way, with the usefulness or safety for City purposes of the City property.
6. The Licensees shall pay to the City, for the privileges herein granted, the sum of One Hundred Dollars (\$100.00) per annum, payable in advance, on the first day of August, in each year, the first of such payments to become due and payable on the first day of August, 2004.
7. The Licensees shall at all times, indemnify and save harmless the City from any loss, expense, or liability howsoever incurred by the City arising from the exercise of the privileges herein granted to the Licensees, and the Licensees hereby waive, as against the City, all claims of whatever nature, where such loss, expense, liability or claims arise directly or indirectly out of or attributable to the exercise by the Licensees or others of the privileges herein granted, whether or not such loss, expense, liability or claim result from the negligence of the City.

8. The Licensees shall obtain and maintain in force during the continuance of this agreement, insurance providing coverage for public liability and property damage, in the minimum amount of One Million Dollars (\$1,000,000.00). The City shall be named as an additional insured, and the policy shall contain a cross-liability clause, to the satisfaction of the City. The Licensees agree to forward to the City the original or certified copy of the policy of such insurance, and the annual renewals thereof. It is acknowledged and agreed by the Licensees that the provision of such insurance shall in no way relieve the Licensees of their obligations pursuant to this agreement.

9. This agreement shall not be assignable by the Licensees without the written consent of the City.

10. This agreement shall be in effect from the first day of August, 2004, until terminated by either party, upon at least thirty (30) days written notice to the other. Such notice may be given by addressing the same to the Licensees at:

29 Argyle Street
Peterborough, Ontario K9H 5S9

or, to the City at:

500 George Street North
Peterborough, Ontario K9H 3R9
Attention: City Clerk

11. The Licensees further agree that upon termination of this agreement in any manner, the Licensees shall forthwith, at their own risk and expense, remove the driveway from the City Lands and restore the City Lands to a condition satisfactory to the City. Should the Licensees default in so doing, the City may perform the work of removal at the risk and expense of the Licensees. Notwithstanding the termination of this agreement, the building referred to in paragraph 4 hereof shall be permitted to continue to exist in the location shown on Schedule B for the lifetime of the structure.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED)	THE CORPORATION OF THE
in the presence of:)	CITY OF PETERBOROUGH
)	
)	
)	_____
)	Sylvia Sutherland, Mayor
)	
)	_____
)	Nancy Wright-Laking, Clerk
)	
)	
)	_____
)	Jianmin Ji
)	
)	_____
)	Sumin Wang