

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-230

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND PAUL JOSEPH SHAUGHNESSY, WITH RESPECT TO THE PROPERTY KNOWN MUNICIPALLY AS 256 LONDON 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 Paul Joseph Shaughnessy with respect to the encroachment of a building on to the road allowance known as London Street, in the form attached hereto as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 24th day of October, 2005

By-law read a third time and finally passed this 24th day of October, 2005

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made, in duplicate, this day of Sept. 2005.

BETWEEN :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

Paul Joseph Shaughnessy

hereinafter called the "Licencee"

OF THE SECOND PART

WHEREAS the Licencee is the registered owner of the lands and premises known municipally as 256 London 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
 London 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, 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.

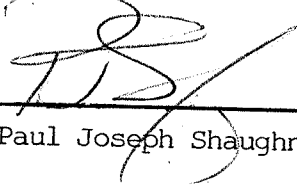
5. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED & DELIVERED) THE CORPORATION OF THE
in the presence of:) CITY OF PETERBOROUGH

)
)
) _____
) Mayor

)
)
) _____
) Clerk

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) 
) _____
) Paul Joseph Shaughnessy
)
) _____
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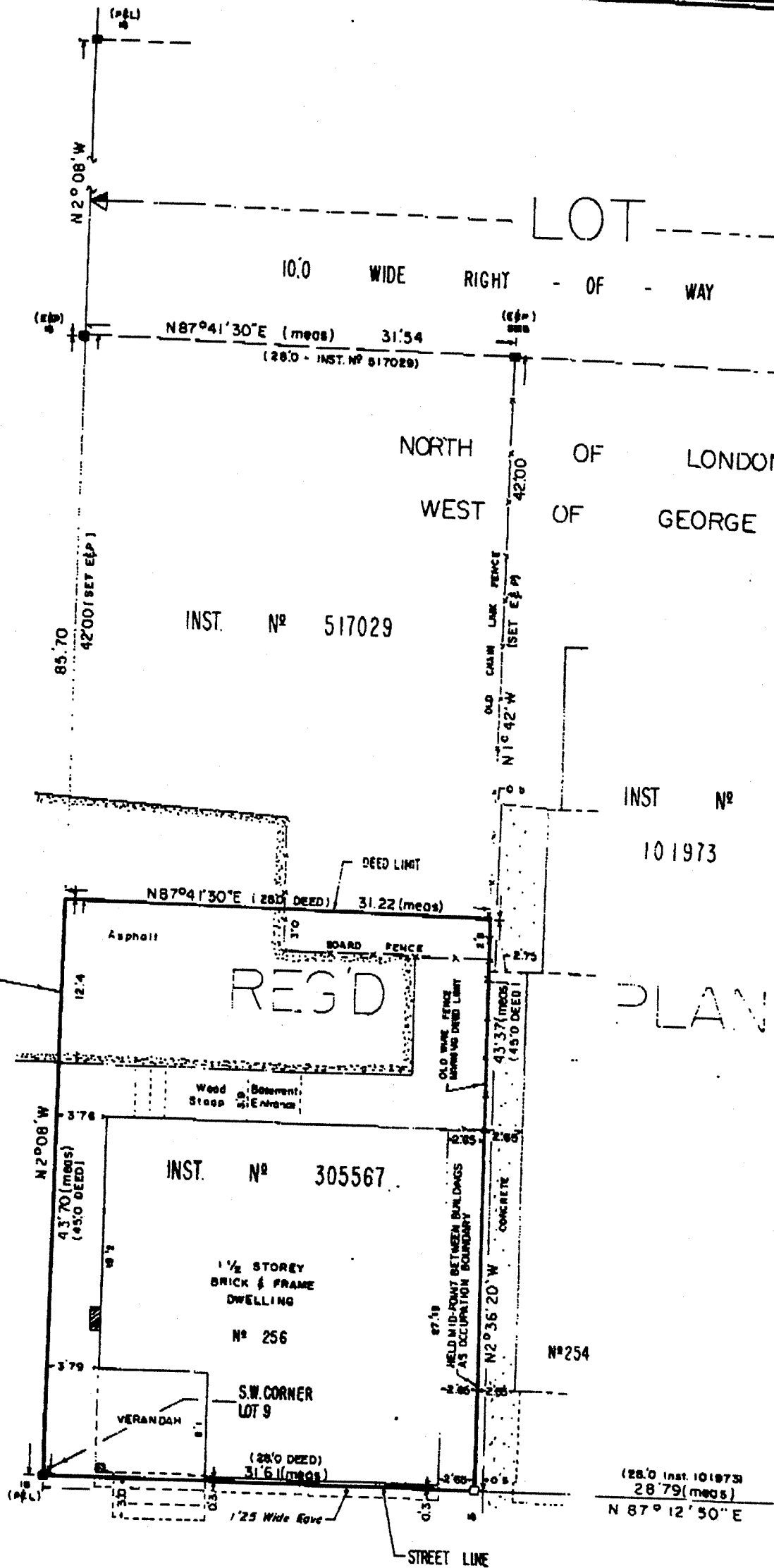
:Jf
AGRIENCROACH

SCHEDULE "A"

(Legal Description of Property)

Part of Lot 9, North of London St., and West of George St., Plan 1,
Town of Peterborough, as in R643989; Peterborough City, being PIN No. 28108-0206 (LT)

BETHUNE STREET (BY REG'D PLAN NO. 101973)



LONDON (BY REG'D PLAN NO. 101973)

REG'D

PLAN

NO.

ST

SURVEYOR'S REAL PROPERTY REPORT

THIS PLAN IS TO BE READ IN CONJUNCTION WITH
A REPORT DATED 17 OCTOBER 1997.

THIS REPORT HAS BEEN PREPARED FOR THE USE OF
STACEY SCARFONE.

PLAN OF SURVEY OF PART OF LOT 9 NORTH OF LONDON STREET WEST OF GEORGE STREET REGISTERED PLAN N° 1 CITY OF PETERBOROUGH COUNTY OF PETERBOROUGH

SCALE - 1 INCH = 10 FEET



IMPERIAL: DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND
CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

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ASSOCIATION OF ONTARIO
LAND SURVEYORS
PLAN SUBMISSION FORM

1146357



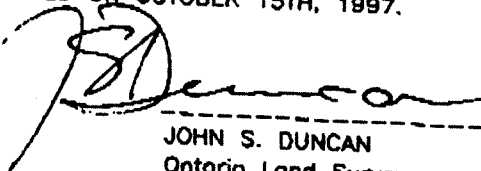
THIS PLAN IS NOT VALID
UNLESS IT IS AN EMBOSSED
ORIGINAL COPY
ISSUED BY THE SURVEYOR
In accordance with
Regulation 1026, Section 29(3).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND ACCORDANCE
WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE
REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON OCTOBER 15TH, 1997.

17 OCTOBER 1997
PETERBOROUGH, ONTARIO


JOHN S. DUNCAN
Ontario Land Surveyor

LEGEND & NOTES

- WIT. DENOTES WITNESS
■ DENOTES SURVEY MONUMENT, FOUND.
□ DENOTES SURVEY MONUMENT, PLANTED.
DEED DENOTES INST. N° 305567.
E & P DENOTES PLAN OF SURVEY BY ELLIOTT & PARR O.L.S.
DATED 26 AUGUST 1993.

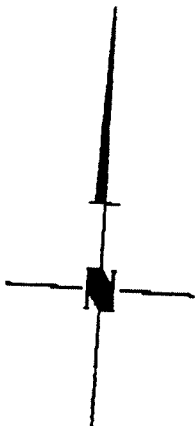
MEASUREMENTS ARE TAKEN TO THE CONCRETE
FOUNDATION OF DWELLING.

BEARINGS SHOWN HEREON ARE ASTRONOMIC, DERIVED FROM
THE EAST LIMIT OF BETHUNE STREET, SHOWN ON PLAN
45R-9222 AS HAVING A BEARING OF N2°08'E.

BENINGER SURVEYING LTD.
414 WATER STREET
PETERBOROUGH, ONTARIO
K9H 3L8

TELEPHONE 705-743-8634
FAX 705-743-3070

JOB 19165
FILE 123



STREET

REET

N^o 1

AYLMER STREET

(072)
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(072)
24

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