

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-052

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND ERIC GEORGE COPELAND AND JANICE MARIE COPELAND, WITH RESPECT TO THE PROPERTY KNOWN MUNICIPALLY AS 674 HASTINGS AVENUE

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 Eric George Copeland and Janice Marie Copeland with respect to the encroachment of a covered verandah on to the road allowance known as Hastings avenue, 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 3rd day of March 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made, in duplicate, this 15 day of January 2008

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

ERIC B COPELAND

- and -

JANICE M. COPELAND

hereinafter called the "Licencee"

OF THE SECOND PART

WHEREAS the Licencee is the registered owner of the lands and premises known municipally as 674 HASTING AVENUE K9J 4T2 in the City of Peterborough, in the County of Peterborough, and being more particularly described in Schedule "A" attached hereto; REGISTER PLAN 42 @ LOT # 18

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 Hastings Avenue 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.

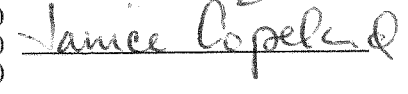
IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their authorized signing officers in that regard.

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

)
)
) _____
) Mayor

)
) _____
) Clerk

) 
) _____

) 
) _____

if
AGRENCROACH

SCHEDULE "A"

(Legal Description of Property)

674 HASTINGS AVE
REGISTERED PLAN 42 Q
LOT # 18

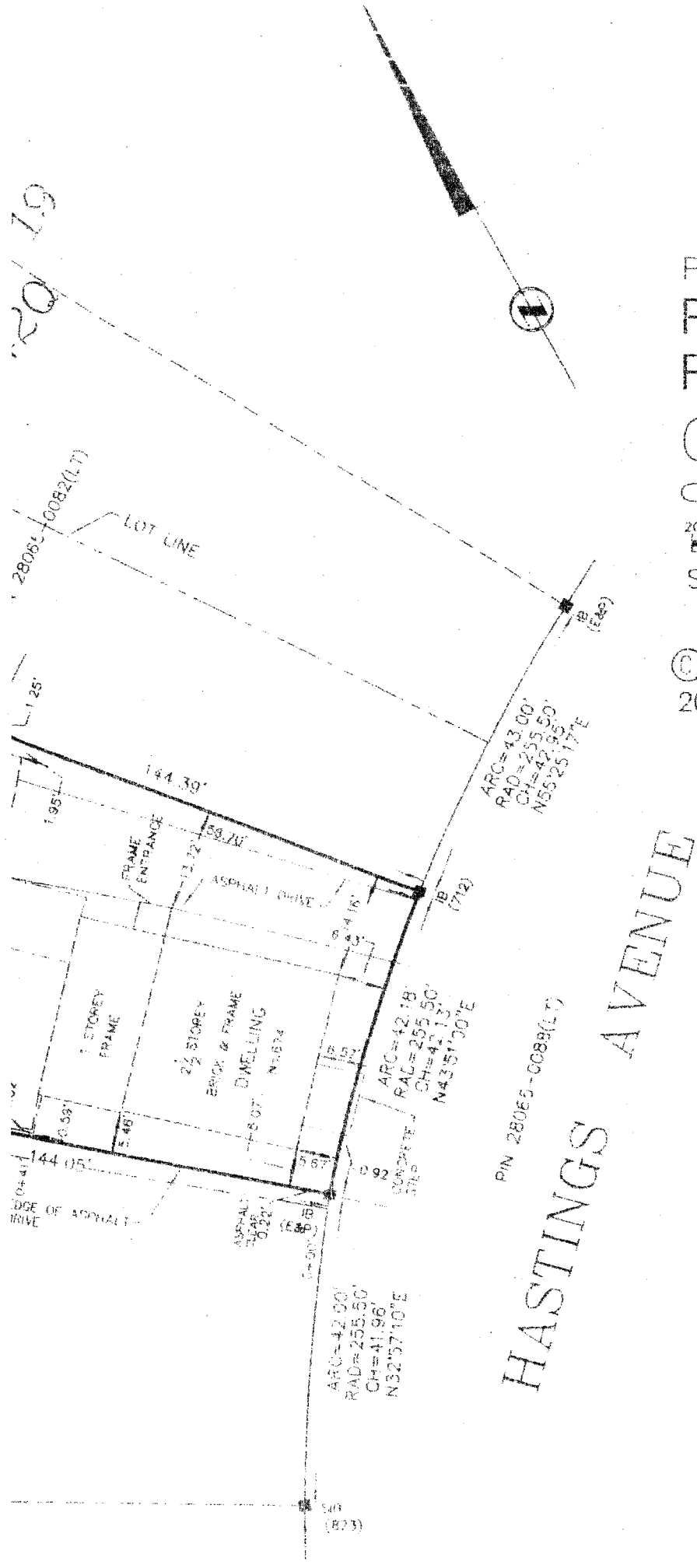
SURVEYOR'S REAL PROPERTY

PLAN OF SURVEY OF
PART OF LOT 18
REGISTERED PLAN No.420
CITY OF PETERBOROUGH
COUNTY OF PETERBOROUGH



SCALE: 1 INCH EQUALS 20 FEET

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 2007



PART 2: REPORT SUMMARY	
DESCRIPTION OF LAND	* PART OF LOT 18, REGISTERED PLAN No.420 *
REGISTERED EASEMENTS and/or RIGHTS-OF-WAY	* NONE *
ENCROACHMENTS	* CONCRETE STEP *
COMPLIANCE WITH MUNICIPAL ZONING BY-LAWS	* NOT CERTIFIED BY THIS REPORT *
ADDITIONAL REMARKS	* TIES SHOWN HEREON ARE MEASURED TO CONCRETE FOUNDATION

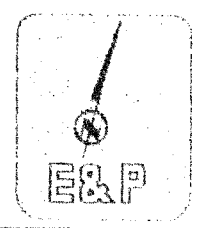
THIS REPORT WAS PREPARED FOR
 ERIC AND JANICE COPELAND

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON 12 OCTOBER, 2007

17 OCTOBER, 2007

SHAWN M. O'CONNOR
 Ontario Land Surveyor



ELLIOTT & PARR
(PETERBOROUGH)
ONTARIO LAND SURVEYORS
 P.O. BOX 1116
 PETERBOROUGH,
 K9J 7H4 (705)

DRAWN BY: RW FILE:

MONUMENT FOUND
 MONUMENT SET
 IRON BAR

NOTE:

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



BEARING NOTE:

BEARINGS ARE ASTRONOMIC, DERIVED FROM THE NORTH EASTERLY LIMIT OF PARCEL AS SHOWN ON A PLAN OF SURVEY OF BY ELLIOTT AND PARR, O.L.S. DATED: 23 SEPTEMBER, 1985 HAVING A BEARING OF N40°46'30"W

LEGEND:

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SB DENOTES STANDARD IRON BAR
- ⊖ DENOTES IRON BAR
- CC DENOTES CUT CROSS
- WIT. DENOTES WITNESS

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