

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 109-76

BEING A BY-LAW AUTHORIZING THE CORPORATION OF THE CITY OF NORTH BAY TO ENTER INTO THAT CERTAIN ENCROACHMENT AGREEMENT DATED THE 16TH DAY OF AUGUST, 1976 BETWEEN THE CORPORATION OF THE CITY OF NORTH BAY AND THOMAS WESLEY ROBINSON.

WHEREAS the Council of the Corporation of the City of North Bay deems it advisable and necessary to enter into the agreement hereinafter referred to, upon and subject to the terms and conditions therein set forth.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. THAT the Corporation of the City of North Bay do enter into that certain encroachment agreement dated the 16th day of August, 1976 between the Corporation of the City of North Bay and Thomas Wesley Robinson upon and subject to the terms and conditions therein set forth.
2. THAT the Mayor and Clerk be, and they are hereby authorized and empowered to execute the aforesaid agreement on behalf of the Corporation of the City of North Bay and to affix thereto the Corporate Seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 16TH DAY OF AUGUST, 1976.
READ A SECOND TIME IN OPEN COUNCIL THIS 30TH DAY OF AUGUST, 1976.
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 30TH DAY OF AUGUST, 1976.

.....
MAYOR

.....
CITY CLERK

THIS AGREEMENT made in triplicate this 16th day of August, 1976

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH BAY

hereinafter called "the City",

AND:

THOMAS WESLEY ROBINSON, of the City of North Bay
in the District of Nipissing, and Elva Joyce Robinson,
his wife, of the same place,
hereinafter called "Robinson"

WHEREAS Robinson is the owner of the lands and premises shown
on the Plan of Survey, attached hereto and forming part hereof
and marked Schedule "A"

AND WHEREAS the City is the owner of John Street as
shown on Schedule "A", which street allowance immediately
adjoins the Robinson's said property;

AND WHEREAS part of the building located on the said
land encroaches on the said John Street road allowance;

AND WHEREAS Robinson has applied to the City for a
licence and consent to such encroachments;

AND WHEREAS the City has agreed to grant such licence
and consent on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties
hereto covenant and agree each with the other as follows:

1. The encroachment of the building located on the Robinson
property, which encroachment is indicated on the Plan of Survey
set out in Schedule "A" hereto annexed shall be deemed to have
been made and the continuance hereafter of said encroachment,
shall be deemed to be with the licence and consent of the City
to the intent that Robinson shall not acquire any easement or
right in respect thereof; subject, however, to the following
provisos and conditions:

(a) Should the said building or any part thereof, be
razed, removed or destroyed, any rebuilding or replacement there-
of will be such as to ensure that there is no encroachment on the
John Street road allowance as a result of such rebuilding or
replacement.

(b) Should the City for any reason require the removal
of any or all of said encroachment of the building, Robinson will,
on twelve (12) months notice in writing by the City to Robinson
forthwith remove same at his expense.

(c) The said Robinson hereby undertakes and covenants
to indemnify and save harmless the City from all claims, actions,
charges, liens, expenses or costs arising out of the said
encroachment.

2. In consideration for the licence and consent hereby
granted Robinson shall pay to the City the sum of Two (\$2.00)
Dollars per annum on the 16th day of August in each year during
which any such encroachments continue; the first of such
payments to be made on the 16th day of August, 1976.

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

IN WITNESS WHEREOF the City has caused its Corporate Seal to be affixed hereto attested by the hands of its officers in that behalf duly authorized and Thomas Wesley Robinson has hereunto set his hand and seal.

DATED at North Bay, Ontario this 16th day of August 1976.

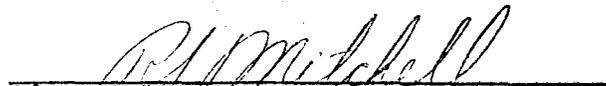
SIGNED, DEALD AND DELIVERED

THE CORPORATION OF THE CITY OF NORTH BAY

In the presence of:



Mayor



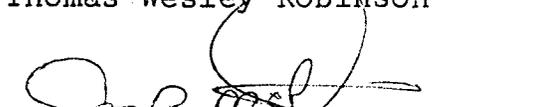
DEPUTY City Clerk



As to the signature of Thomas Wesley Robinson



Thomas Wesley Robinson



As to the signature of Elva Joyce Robinson



Elva Joyce Robinson