

THIS AGREEMENT made in duplicate, this _____ day of _____, 2022

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA,
in the Regional Municipality of York,

Hereinafter called the "Town"

OF THE FIRST PART:

-And-

FRANK COMISSO & KEVIN FERRIS

Hereinafter collectively called the "Owners"

OF THE SECOND PART:

WHEREAS the Owners are the registered owners of certain property in the Town known municipally as 65 Lake Drive East, Willow Beach, which property is hereinafter called the "Lands";

AND WHEREAS the Owners are desirous of maintaining the existing detached building on the Lands which by inadvertence encroaches onto the Town's Lake Drive East road allowance by 0.025 meters more or less, as shown on a drawing described as follows:

J.D. Barnes Limited Drawing ref. 20-21-467-01 dated July 13, 2021

AND WHEREAS the Owners are desirous of maintaining the existing concrete retaining wall on the Lands which by inadvertence encroaches onto the Town's Lake Drive East road allowance by 1.395 meters more or less, as shown on the drawing described above;

AND WHEREAS the Owners are desirous of maintaining the existing stone steps on the Lands which by inadvertence encroach onto the Town's Lake Drive East road allowance by 2.2 meters more or less, as shown on the drawing described above;

AND WHEREAS the Town may allow any person owning or occupying any building or other structure that by inadvertence has been wholly or partially erected upon any Town-owned lands to maintain and use such structure thereon;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the Town and the Owners covenant and agree as follows:

1. The Town hereby permits the Owners to maintain and use the existing detached building, concrete retaining wall and stone steps referred to in the above Recitals (hereinafter collectively called the "Encroachments") in their present positions, notwithstanding their encroachment onto the Town's Lake Drive East road allowance, until the termination of this agreement as hereinafter provided.

2. The Owners hereby agree to indemnify and save harmless the Town from and against all actions, suits, claims and demands which may be brought against or made upon the Town, and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Town, in consequence of the Encroachments permitted herein or by reason of the exercise by the Owners of the permission granted herein. In the event of any such action, suit, claim or demand being brought or asserted against the Town in consequence of any of the Encroachments, the Town shall be entitled to defend or to settle such action, suit, claim or demand on such terms as it deems advisable, and the Owners shall pay the amount of any judgment against or settlement made by the Town on account of such action, suit, claim or demand.
3. Forthwith upon judgment against the Town or settlement of such action, suit, claim or demand, the Owners shall pay to the Town the amount thereof, together with the Town's reasonable costs of defending or settling such action, suit, claim or demand, and all such monies shall form and constitute a charge or lien on the Lands collectable in like manner as municipal taxes until fully discharged by the Owners' payment thereof.
4. The Owners covenant and agree that there shall be no further encroachment onto the Town's Lake Drive East road allowance resulting from any maintenance, addition or other works relating to the existing building(s) or structure(s) on the Lands, or from the erection of any new building(s) or structure(s) on the Lands.
5. In the event that any of the Encroachments is abandoned or destroyed from any cause whatsoever, or in the event that the Owners make application to the Town for permission to erect a replacement structure on the Lands, the permission to maintain such Encroachment that has been conferred by this agreement shall thereby terminate and be revoked.
6. The Town shall have the irrevocable right at any time to terminate this agreement and to revoke the permission to encroach granted herein upon providing 90 days' notice to the Owners at the following address(es), or at such other address(es) as the Owners may provide to the Town in writing:
[address(es) of Owners to be provided]
7. The Owners consent to the registration of this agreement upon the title to the Lands at the instance of the Town, at its sole discretion.
8. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, estate trustees, successors and assigns.
9. In consideration of the granting of this privilege to encroach, the Owners shall pay to the Town an administration fee of Five Hundred (\$500.00) Dollars prior to the execution of this agreement by the Town.

IN WITNESS WHEREOF the Owners have hereunto set their hands and seals, and the Town has hereunto affixed its corporate seal, attested to by the hands of its proper signing officers duly authorized in that behalf, as of the day first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWN OF GEORGINA

Per: _____
Margaret Quirk, Mayor

Per: _____
Rachel Dillabough, Clerk

We have authority to bind the Corporation.

FRANK COMMISSO

KEVIN FERRIS