

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

BY-LAW NO. 2024-XX

(242 Ricardo Street)

Roll #2627 010 001 06500

A BY-LAW TO AUTHORIZE AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND VINTAGE PROPERTIES LIMITED

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 29th day of October 2024 between the Town and the Owner be and the same is hereby approved.
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal.
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29TH DAY OF OCTOBER 2024.

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

THIS AGREEMENT made this 29th day of October 2024 pursuant to Section 71 of the Land Titles Act, and authorized by By-law No. 2024-XX of The Corporation of The Town of Niagara-on-the-Lake.

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(hereinafter called the "Town")

- and -

VINTAGE PROPERTIES LIMITED
(hereinafter called the "Owner")

WHEREAS the Owner represents that they are the registered Owner of lands known as 242 Ricardo Street, in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara, as described in Schedule 'A' attached hereto, (hereinafter referred to as "The Lands");

AND WHEREAS parts of an existing building, including a portion of foundation, parts of the two-storey structure and façade, eaves, downspouts, stone steps, exterior lights, a freestanding water fountain and plantings on the Lands also encroach onto Ricardo Street to the extent shown as Part 1 of Plan 30R-16314 (herein after referred to as "the Encroachment");

AND WHEREAS the Council of the Town agrees to allow the Owner to maintain and use the Encroachment on Ricardo Street until such time as the Encroachment is demolished, removed or destroyed;

NOW THEREFORE in consideration of the premises and the covenants and agreements hereinafter to be performed, the parties hereto mutually covenant and agree with each other as follows:

1. The Town shall, and it does hereby, allow the Owner, its successors, and assigns in title, as the registered Owner(s) of the Lands the privilege of maintaining and using the Encroachment in its present position until such time as the Encroachment is demolished, removed or destroyed.
2. The Owner accepts all risk and responsibility for the Encroachment and will at all times keep the Town effectively indemnified against all manner of actions, causes of action, claims, demands, losses, costs, damages, and expenses of whatsoever nature and kind as may be suffered by or occasioned to the Town in any manner howsoever by reason of the existence of the Encroachment, and agrees to remove the Encroachment upon ninety (90) days' written notice from the Town that those lands owned by the Town which are affected by the Encroachment are required for municipal purposes.
3. The Owner agrees that existing building including the Encroachment shall be maintained at the total expense of the Owner.
4. The Owner herein agrees and consents to the registration of this Agreement against the tile to the Lands at their expense.
5. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
6. Any notice given to the Owner hereunder shall be sufficiently given and addressed to:

Vintage Properties Limited
PO Box 929, 242 Ricardo Street
Niagara-on-the-Lake, Ontario. L0S 1J0

IN WITNESS WHEREOF the Owners have hereunto set their hands and the Town has caused its Corporate Seal to be hereunto affixed under the hands of its proper signing officers.

SIGNED, SEALED, AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE:
Per:

Lord Mayor Gary Zalepa

Town Clerk Grant Bivol

We have the authority to bind the
Corporation.

VINTAGE PROPERTIES LIMITED
Per:

Joreg Wiebe
President

Shannon Wiebe
Authorized Signing Officer

We have the authority to bind the
Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS:

PT BLK 18, TP PL 86, NIAGARA
AS IN RO194496
NIAGARA-ON-THE-LAKE

BEING ALL OF PIN 46507-22 (LT)
LRO #30

Appendix I to Information Report OPS-24-040