Bill No.
2014
By-law No. S.-

A by-law to permit Jamal Didi and Randa Didi to maintain and use a boulevard parking area upon the road allowance for 114 Patience Crescent, City of London.

WHEREAS Jamal Didi and Randa Didi (the "Owners") represent that they are the registered owners of certain lands and premises in the City of London in the County of Middlesex, and which lands and premises are more particularly described in Schedule "A" of this by-law as Schedule "A" of the said Agreement.

AND WHEREAS the Owners Jamal Didi and Randa Didi have petitioned the Council of the City of London for permission to use a portion of the City-owned road allowance which abuts said lands as a boulevard parking area (the "said parking area") for the purpose of parking motor vehicles.

AND WHEREAS the Owners Jamal Didi and Randa Didi have petitioned the Council of the City of London to register this by-law in the Land Titles Division of Middlesex No. 33.

NOW THEREFORE the Municipal Council of the Corporation of the City of London enacts as follows:

1. The said Agreement attached hereto as Schedule "A" of this by-law is authorized and approved.

2. The Mayor and the City Clerk are authorized and directed to execute the Agreement.

3. The City Clerk is authorized upon the receipt of the required registration fee from the Owners and the endorsement into a Boulevard Parking Agreement (the "said Agreement") with the Owners representing the Corporation of the City of London has approved the Agreement on behalf of the Corporation of the City of London.

NOW THEFORTH the Agreement between the parties to the said Agreement is authorized and approved.

4. Nothing in this by-law limits the covenants and agreements between the parties to the said Agreement.

5. This by-law comes into force and effect on the day it is passed.

Passed in open Council on November 11, 2014.

J. Baechler
Mayor

Catharine Saunders
City Clerk
THE AGREEMENT made on this day of City, this
BEETWEEN
THE CORPORATION OF THE CITY OF LONDON
(hereinafter called "the Corporation")
of the first part
and
JAMAL DAVID ANTANIDID
(hereinafter called "the Owner")
of the second part
WHEREAS by section 11(1) of the Municipal Act 2007, as amended, the Corporation is authorized and empowered to pass by-laws for leasing or licensing the use of untravelled portions of highways, under the jurisdiction of the council, except highways that are extensions or connecting links of the King's Highway;
AND WHEREAS the Owner represents that it is the registered owner of certain lands and premises in the City of London, County of Middlesex, known municipally as 114 Patience Crescent in the City of London, County of Middlesex, and being more particularly described in Schedule "B" attached hereto;
AND WHEREAS the Owner has petitioned the Municipal Council of the Corporation for permission to use, for the purpose of parking motor vehicles, the lands and premises as shown on the parking plan attached hereto as Schedule "C", hereinafter called "the Premises" being part of the untravelled portion of the highway adjacent to 114 Patience Crescent in the City of London, on the terms and conditions set out in this Agreement;
NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the Premises and the sum of TWO DOLLARS ($2.00) of lawful money of Canada, now paid by the Owner to the Corporation, there receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform, at its expense, the following matters and things:
1. The Corporation agrees to allow the Owner, at the Owner's sole expense, to construct, maintain, repair and use in accordance with the terms of this Agreement a parking area on the Premises as set out in Schedule "C" attached.
2. The Owner shall pay all applicable taxes assessed against the parking area constructed on the Premises as set out in Schedule "C" attached.
3. The Owner shall ensure that the parking area is constructed on the Premises in accordance with the approved parking plan attached as Schedule "C" and shall obtain approval from the General Manager of Environment and Engineering Services and City Engineer for the Corporation for a curbcut, if required.
4. All terms and conditions of this Agreement and all works to be carried out on the Premises shall be completed within one hundred eighty (180) days from the date of this Agreement or such other date(s) as may be specified in writing by the Corporation.
5. The Owner agrees to notify in writing the Corporation of any inoperable, unserviceable or incapacitated motor vehicles on the Premises.
6. The Owner covenants:
(a) not to permit or to undertake the repair or servicing of motor vehicles on the Premises;
(b) to remove from the Premises, on receipt of notice from the Corporation, any unsatisfactory condition on the Premises;
(c) to ensure that the Parking area on the Premises is accessible to an appreciable residential use;
(d) to use the Premises solely for the purpose of parking motor vehicles and the parking must

SCHEDULE "A" to By-law No.
1. It is agreed that all provisions of this Agreement shall be fully binding and effective between the parties.

2. The use and enjoyment of the Premises as occupant of the Premises is subject to the following conditions:

(a) To keep the Premises free from dust, papers and rubbish of any kind;

(b) To use the Premises in a proper and orderly manner and not to permit anything to be done upon the Premises which is in violation of any law or the Premises to be done in such a manner as to create a nuisance or be objectionable;

(c) Not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

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<tr>
<th>Dimensions</th>
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<tbody>
<tr>
<td>Length</td>
<td>6.0 m</td>
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<tr>
<td>Width</td>
<td>2.4 m</td>
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</table>

(d) The Owner acknowledges and agrees that the parking area constructed on the Premises is subject to the following:

(e) Not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

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(f) Not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

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<tr>
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<tr>
<td>Width</td>
<td>0.9 m</td>
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(g) Not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

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(h) That the parking area constructed on the Premises shall not encroach upon or interfere with the use and enjoyment of any other vehicle which is deemed by City Council to be necessary orusch to the Premises.

3. The Owner acknowledges and agrees that the parking area constructed on the Premises is solely for the use and enjoyment of the occupant of the Premises as occupant of the Premises.

4. The Owner shall, throughout the term of this Agreement, at its own expense, obtain and maintain and provide the Corporation with evidence of comprehensive general liability insurance for an amount not less than Two Million ($2,000,000) dollars or such greater amount as the Corporation may advise is required and shall include the Corporation as an additional insured with respect to the Owner's obligations under this Agreement. The above-mentioned insurance will not be cancelled or permitted to lapse unless the Owner's insurer notifies the Corporation in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the Corporation promptly upon request.

5. This Agreement may be terminated by either party upon sixty (60) days notice in writing and such notice having been given, this Agreement and all of the conditions, covenants and provisions hereof shall cease on the day set out in the said notice.

6. On termination of this Agreement for any reason, including but not limited to default, the Owner shall, within ninety (90) days after termination, remove from the Premises all works associated with the parking area and shall, at its own expense, restore the Premises in a manner and to a condition satisfactory to the General Manager of Environment and Engineering Services and City Engineer which may include, but not be limited to, the restoration of the boulevard to grass and curb and to provide entry and exit to the parking area consistent with the following:

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7. The Owner shall, at all times, indemnify and save harmless the Corporation of and from all loss, cost and damage to any person or property which may occur or be caused by or resulting from the parking area constructed on the Premises or any part of the use or enjoyment thereof.

8. Notwithstanding anything contained herein, the Corporation shall have the right of free, uninterrupted and unobstructed access at all times to the facilities, works and matters, and for the purpose of installing and maintaining services and utilities and the Corporation shall not be liable to the Owner, his agents, servants, or others for any damage, loss, cost or expense incurred or sustained by the Owner, his agents, servants, or others in connection with the installation, maintenance or use of the parking area.

9. Any notice to the City or the Owner shall be deemed to be given upon the day of delivery of the first class registered mail to the address shown on the last returned assessment roll as updated from time to time as notice of any change in ownership received in writing by the City Clerk.

10. This Agreement may be terminated by either party upon sixty (60) days notice in writing and such notice having been given, this Agreement and all of the conditions, covenants and provisions hereof shall cease on the day set out in the said notice.

11. Notwithstanding anything contained herein, the Owner acknowledges and agrees that the parking area constructed on the Premises is solely for the use and enjoyment of the occupant of the Premises, and that the免税ing of the Premises is not for the use or enjoyment of any other vehicle which is deemed by City Council to be necessary or useful to the Premises.

12. The Owner agrees to pay all taxes, assessments, charges and other charges levied upon the Premises and the parking area constructed on the Premises, and to keep the Premises free from dust, papers and rubbish of any kind.
part of the provisions shall be deemed to be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.

15. This Agreement is to be read with all changes in gender or number as required by the context.

16. This Agreement shall be binding upon the Owner, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the said lands from time to time andOwner, wherever used in this Agreement is intended and shall be construed to include such subsequent owners and occupiers.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal, or caused to be set his hand and seal, and the Corporation has caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be.

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SCHEDULE B

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situating on Part of Lot 304, Plan M-14, designed as Parts 33 and 34, 33F-3394, 31LT1469 LONDON, BEING ALL OF P1N08497-0308.

SCHEDULE B.