

Bill No. 9  
2015

By-law No. S.-

A by-law to permit Dorothy Susan Pepper and William Leonard Harper to maintain and use an encroachment upon the road allowance for Grosvenor Street, City of London.

WHEREAS Dorothy Susan Pepper and William Leonard Harper (the "Owners") represent that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, which abut on the south side of Grosvenor Street, known for municipal purposes as 523 Grosvenor Street, in the said City of London, and which are more particularly described in a certain agreement attached hereto as Schedule "A" (the "said lands");

AND WHEREAS it has been ascertained that there is constructed a 1 ½ storey brick dwelling, the proposed porch and concrete steps of which will encroach partially upon the road allowance for Grosvenor Street, making a total in all of 65 (plus or minus) square feet;

AND WHEREAS that part of the said proposed porch and concrete steps which will be partially constructed upon the road allowance for Grosvenor Street is hereinafter referred to as the "encroachment";

AND WHEREAS the Owners have petitioned the Council of The Corporation of the City of London that they be allowed to maintain and use the said encroachment;

AND WHEREAS the Owners have by the said Agreement, undertaken to indemnify the City in all respects relating to the said encroachment;

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

1. The Owners, their executors, administrators, successors and assigns, are hereby allowed to use and maintain the said encroachment, for so long as the said 1 ½ storey brick dwelling shall remain in its present location.
2. Upon demolition or removal of the said 1 ½ storey brick dwelling, all parts of the encroachment upon the road allowance for Grosvenor Street shall be removed by the Owners at the expense of the Owners.
3. In the event of failure by the Owners to remove the encroachment as required by Clause 2 hereof, the same may be removed by the forces of the City and the cost of said removal shall be a first lien upon the Owners' lands abutting on the south side of Grosvenor Street and may be recovered in a like manner as taxes.
4. The Owners shall pay to the City Treasurer annually, so long as the said encroachment is used and maintained upon the road allowance for Grosvenor Street the sum of NINE DOLLARS AND SEVENTY-FIVE CENTS (\$9.75) as an annual charge or fee for such privilege and such fee or charge shall form a charge upon the lands of the Owners of the said lands, their executors, administrators, successors and assigns, and upon default of payment after reasonable notice may be recovered as a lien upon the said lands in a like manner as taxes.
5. Nothing herein contained shall limit the covenants and agreements between the parties herein, as set out in the said Schedule "A".

6. This by-law comes into force on the day it is passed.

PASSED in open Council on December 9, 2014

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading – December 9, 2014  
Second reading – December 9, 2014  
Third reading – December 9, 2014

SCHEDULE "A"  
to By-law No. S.-

THIS AGREEMENT made in duplicate this 21st day of November, 2014.

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

CITY OF THE FIRST PART

A N D

DOROTHY SUSAN PEPPER AND WILLIAM LEONARD HARPER

(hereinafter called the "Owners")

OWNERS OF THE SECOND PART

WHEREAS the Owners represent that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, which abut on the south side of Grosvenor Street, known municipally as 523 Grosvenor Street, in the City of London, County of Middlesex, and being more particularly described in Appendix "A" attached hereto;

AND WHEREAS a 1 ½ storey brick dwelling has been constructed on the said lands and premises municipally known as 523 Grosvenor Street, in the City of London, the proposed porch and concrete steps of which will partially encroach onto the road allowance for Grosvenor Street, making a total in all of 65 (plus or minus) square feet.

AND WHEREAS the Owners have petitioned the Municipal Council of The Corporation of the City of London that they be allowed to maintain and use the said encroachment;

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 Owners to the City, the receipt whereof is hereby acknowledged, the Owners covenant and agree with the City to do and perform, at their expense the following matters and things:

1. The Owners shall at their own expense obtain and maintain during the term of this Agreement, and provide the City with evidence of general liability insurance (homeowners) for an amount not less than Two Million (\$2,000,000.00) Dollars and shall include the City as an additional insured with respect to the Owners' use and operations on the property described in this Agreement. The aforementioned policy will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owners will provide that evidence of such insurance shall be delivered to the City promptly at inception of this Agreement and thereafter on the insurance renewal date.

3. The Owners, their heirs, executors, administrators, successors and assigns, as Owners and occupiers from time to time of the said lands described in Appendix "A" attached hereto, will at all times indemnify and save harmless the City of and from all loss, costs and damages which the City may suffer, be at or be put to, for or by reason of or on account of the existence of the said encroachment or the use or maintenance of the said encroachment or anything done or purported to be done pursuant to this Agreement or by by-law respecting the said encroachment, or either of them, or anything which may arise by reason of the use and maintenance of the said encroachment, this agreement, or any by-law, or any act or neglect in carrying out anything to be done pursuant to the said by-law, this Agreement or by reason of the existence, use maintenance or repair or lack of repair of the said encroachment.

4. Such sums as may become due or for which the Owners may be obligated under this Agreement or under the provisions of any by-law respecting the said encroachment shall be a first lien and charge upon the said lands and premises described in Appendix "A" attached hereto in priority to all other claims, liens, mortgages or charges.

5. The Owners covenant and agree that this Agreement shall cover the encroachment upon the road allowance for Grosvenor Street of the proposed porch and concrete steps adjacent to the said lands described in Appendix "A" attached hereto, and shall not grant any permission to erect any part of any new building on the said encroachment.

6. This agreement shall be binding upon the Owners, their heirs, executors, administrators, successors and assigns, as Owners and occupiers from time to time of the lands and premises described in Appendix "A" attached hereto and the covenants herein contained shall be deemed to run with the lands and premises and bind the owners and occupiers thereof from time to time.

IN WITNESS WHEREOF the Owners hereto have hereunto set their hands and seals.

  
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Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
DOROTHY SUSAN PEPPER

  
\_\_\_\_\_  
WILLIAM LEONARD HARPER