

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

THIS AGREEMENT made in duplicate this 29<sup>th</sup> day of March, 2012.

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

THE LONDON POTTERS GUILD

(hereinafter called the "Owner")

OWNER OF THE SECOND PART

WHEREAS the Owner represents that it is the registered owner of certain lands and premises in the City of London, in the County of Middlesex, which abut on the north side of Dundas Street, known municipally as 664 Dundas Street, in the City of London, County of Middlesex, and being more particularly described in Appendix "A" attached hereto;

AND WHEREAS a 2 storey brick building has been constructed on the said lands and premises municipally known as 664 Dundas Street, in the City of London, the proposed boxed-out window of which will encroach above the road allowance for Dundas Street, making a total in all of 8 (plus or minus) square feet.

AND WHEREAS the Owner has petitioned the Municipal Council of The Corporation of the City of London that it 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 Owner to the City, the 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 Owner shall at its own expense obtain and maintain during the term of this Agreement, and provide the City with evidence of comprehensive general liability insurance for an amount not less than Five Million (\$5,000,000.00) 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; such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, completed operations, contingent employers liability, cross liability and severability of interest clauses. 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 Owner 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.
2. The Owner, its 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.
3. Such sums as may become due or for which the Owner 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.

4. The Owner covenants and agrees that this Agreement shall cover the encroachment above the road allowance for Dundas Street of the proposed boxed-out window 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.

5. This agreement shall be binding upon the Owner, its 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 Owner hereto has hereunto set its hand and seal.

THE LONDON POTTERS GUILD



Name: Teresa Ainsworth

Title: Membership Chair - Board of Directors

We have authority to bind the corporation



DARLENE PRATT

Chair, Seize the Clay Campaign.

APPENDIX "A"

Attached to and forming part of Agreement between The London Potters Guild of the Second Part and The Corporation of the City of London of the First Part.

Dated: March 29, 2012

Part Lots 8 and 9, Block A, Plan 212(3<sup>rd</sup>), designated as Parts 1, 2, 3, 33R-2836, s/t & t/w 502138, London, being all of PIN 08281-0113.