

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

THIS AGREEMENT made in duplicate this 18th day of May, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

CITY OF THE FIRST PART

AND

TOBIRAY HOLDINGS INC.
and
RED BRICK REALTY CORP.

(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 east side of Wharncliffe Road North, known municipally as 311-319 Wharncliffe Road North, in the City of London, County of Middlesex, and being more particularly described in Appendix "A" attached hereto;

AND WHEREAS a building has been constructed on the said lands and premises municipally known as 311-319 Wharncliffe Road North, in the City of London, the concrete steps, porches and railings of which encroach onto the road allowance for Wharncliffe Road North, making a total in all of 84 (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 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 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.
2. 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.
3. 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.

4. The Owners covenant and agree that this Agreement shall cover the encroachment upon the road allowance for Whamcliffe Road North of the concrete steps, porches and railings 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 Owners, their heirs, executors, administrators, successors and assigns, as Owners and occupier 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.


TOBIRAY HOLDINGS INC.

Name: William Thomas Hayes Stanton

Title:

I have authority to bind the corporation


RED BRICK REALTY CORP.

Name: Raymond Clifford Stanton

Title:

I have authority to bind the corporation