

THIS AGREEMENT made as of the day of , 2016

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON,
(hereinafter called “the Owner”)

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF MINTO
(hereinafter called the “Town”)

OF THE SECOND PART

WHEREAS the Owner of the Palmerston Library property located at 265 Bell Street at the corner of Bell Street and James Street, Town of Minto (former Town of Palmerston), County of Wellington wishes to confirm long term maintenance responsibilities with the Town for the front access to the library and the cenotaph lands;

AND WHEREAS the Town is the owner of Bell Street, in the said Town of Minto (former Town of Palmerston), County of Wellington (hereinafter called the “Town lands”) and wishes to facilitate the Owner’s development and maintenance of the Library and cenotaph lands;

AND WHEREAS the Owner and the Town are entering into this Agreement to recognize the encroachment of certain landscaping and underground servicing features into Bell Street for the purposes of servicing the access to the Palmerston Library (the “Encroachment”).

AND WHEREAS the Parties wish to provide for the conveyance of the cenotaph east of the Library to the Town along with maintenance and capital replacement responsibilities.

AND WHEREAS the Town agrees to grant such permission for certain encroachments and the Owner is prepared to transfer the cenotaph to the Town upon the following terms and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT IN WITNESS THAT the Parties hereby undertake and agree as follows:

1. The Town hereby grants for a term of twenty (20) years from the date of execution of this Agreement to the Owner the authority to continue the Encroachment onto the Town lands in accordance with the terms herein set out.
2. The Encroachment by the Owner shall be permitted by the Town but shall be deemed to be with the license of the Town with the intent that the Owner shall not acquire an easement or any other rights in relation to the Encroachment.
3. The Owner agrees to maintain the County’s encroachment into the Bell Street Road Allowance (Part 3, Plan 61R-20753) consisting of landscaping planting bed, precast concrete pavers, concrete sidewalk and hydronic snow and ice melt system in good order and repair at all times for so long as the Owner retains the property for the Palmerston Library including removing snow on the landscaped area leading to the Library, and to advise any subsequent owner that the noted encroachment is to be removed within two years, or upon the sale or redevelopment of the lands for a purpose other than a County Library, whichever is the later.
4. The Owner agrees to pay all legal costs respecting preparation and review of this agreement, and agrees to the registration of this agreement against the title of the lands if required by the Town and to disclose the requirements of this agreement to any subsequent Owner of the subject lands.
5. The Owner shall comply with the Town’s requirements with regard to installation of any features pertaining to the Palmerston Library and to advise any subsequent owner of the lands that access to the proposed lot must be installed in accordance with the requirements of the Town.
6. The Owner shall remove the said encroachment upon ten (10) business days written notice if, in the opinion of the Town, it constitutes a danger to the public, or upon thirty (30) business days written notice for any other reason, provided that if the Owner fails to remove the said

encroachment the Town may do so and the expense of such removal shall be paid by the Owner forthwith on demand.

7. The Owner agrees to restore the highway right-of-way(s) to the condition of the surrounding area at their own expense upon the removal of the encroachment and provided that the Owner fails to restore as aforesaid, the Town may enter upon the said lands and premises of the Owner and restore the lands encroached upon and the expenses of such restoration shall be paid by the Owner forthwith on demand.
8. The Owner agrees to comply with all other municipal codes and requirements of the Town and other applicable agencies as may be required during the processing of this matter.
9. The Town agrees to maintain the roadway, curb, municipal sidewalk and underground services in front of the Palmerston Library within the Bell Street and James Street Road Allowance in good order and repair including removing snow on the roadway and plowing a 1.5 metre strip of sidewalk across and in front of the Library property.
10. In the event the Town must enter on the lands subject to this encroachment (Part 3, Plan 61R-20753) to conduct repairs to its infrastructure on Bell Street or James Street and the said repairs result in any of the Owner's landscaping and hydronic snow and ice melt system being damaged or in need of removal the Town agrees to do so at its sole expense.
11. The Owner agrees to indemnify and save harmless the Town from and against all loss, costs or damages which it may suffer or be put to and from and against all claims or actions which may be made or brought against the Town by reason of the said encroachment, its construction, existence, repair or resulting therefrom in any way whatsoever.
12. The Parties hereby mutually agree to indemnify, save harmless and mutually release each other from any and all liabilities, suits, claims and demands (whether for property damage or for personal injury or death), with respect to their independent use of the lands (Part 3, Plan 61R-20753) inasmuch as the Town shall not hold the Owner responsible for any claim arising from the normal use of Bell Street road allowance and associated municipal services, and the Owner shall not hold the Town responsible for any claim arising from the Owner's use of the lands (Part 3, Plan 61R-20753) as an entrance associated with the Palmerston Library.
13. The Parties hereby agree to maintain suitable liability insurance with respect to its various operations on the subject lands, and that the County names the Town as an additional insured as it pertains to the encroachment described herein on Part 3 Plan 61R-20753 of the Bell Street Road Allowance.
14. Upon expiration of this Agreement, and at the written request of the Owner, this Agreement may be renewed at the discretion of the Town for an additional term of twenty (20) years and may be renewed from time to time for terms not exceeding twenty (20) years at the discretion of the Town.
15. As a consequence of this agreement the Owner agrees to transfer to the Town at a nominal fee, free of any encumbrances Part 2 Plan 61R-20753 which is the Palmerston cenotaph which shall be maintained by the Town as such in perpetuity, and further the Owner agrees to cover all legal costs associated with said transfer.

16. All notices shall be given to the following parties:
- | | |
|-----------------------------|------------------------|
| Owner: County of Wellington | Town of Minto |
| 74 Woolwich Street | 5941 Highway 89 |
| Guelph, ON, N1H 3T9 | Harriston, ON, N0G 1Z0 |

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

The Corporation of the County of Wellington

George Bridge
Warden

Donna Bryce
Clerk

We have authority to bind the Corporation of the County of Wellington.

The Corporation of the Town of Minto

George Bridge
Mayor

Bill White
CAO/Clerk

We have the authority to bind the Corporation of the Town of Minto.