

Schedule A

ENCROACHMENT AGREEMENT

This Agreement dated this 28th day of July, 2011

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL

(hereinafter called "the Region")

OF THE FIRST PART

-AND-

ESTATE OF ERIKA REDINGER

(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS Erika Redinger owned the lands known municipally as 8044 to 8050 Dixie Road in the City of Brampton, being legally described as Part Block B, Registered Plan 640, City of Brampton (formerly Township of Chinguacousy), Regional Municipality of Peel designated as Part 1 on Reference Plan 43R-11765 (hereinafter referred to as the "Owner's Lands");

AND WHEREAS Erika Redinger died on or about April 13, 2007;

AND WHEREAS Erika Redinger was over the age of eighteen (18) at the time of her death;

AND WHEREAS Robert Shlomo Redinger is the Estate Trustee of the Owner's Lands (hereinafter referred to as the "Trustee");

AND WHEREAS the Trustee has requested the Region to permit light standards and appurtenances to encroach on the widened limits of Dixie Road (Regional Road 4) (hereinafter referred to as the "Encroachment") shown as Parts 3, 4 and 15 on draft reference plan Project 09-B5911-18 prepared by Young & Young Surveying Inc. (hereinafter referred to as the "Region Road")

AND WHEREAS the Trustee has requested the Region to permit light standards and appurtenances and parking area to encroach (hereinafter collectively referred to as the "Encroachment") upon the Easement Lands described as Parts 5 and 16 on draft reference plan Project 09-B5911-18 prepared by Young & Young Surveying Inc. (hereinafter referred to as the "Easement Lands").

NOW THEREFORE in consideration of TWO (\$2.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows;

1. The recitals herein are true and accurate.
2. Subject to the provisions hereinafter set out, the Region permits the Owner to have the Encroachment remain in perpetuity (hereinafter referred to as the "Term").
3. The Owner agrees to pay the Region the following:

(a) Administration fee (one time)	Nil
(b) Registration fee (Registry Office)	Nil

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(c) Annual fee (each year throughout Term) Nil

4. This Agreement may be terminated at any time by the Trustee upon six (6) months written notice to the Region. This Agreement is also terminated upon the Trustee submitting any planning application of any manner whatsoever for the Owner's Lands. Upon termination due to a planning application, the Trustee shall remove the Encroachment at the Trustee's sole expense within six (6) months of the date that the planning application is submitted. The parties acknowledge that they may negotiate a new encroachment agreement at the time of the submission of the planning application but the Region is not bound or required to enter into a new encroachment agreement. The Trustee shall restore the area previously occupied by the Encroachment in a manner satisfactory to the Region, acting reasonably. The Trustee agrees not to make any claims, demands, and/or commence any actions, suits, proceedings or maintain the same for any and all costs, damages, losses, compensations, injurious affection arising from the Encroachment or as a result of the early termination of this Agreement.
5. This Agreement may be terminated at any time by the Region upon six (6) months written notice to the Trustee. The Trustee shall remove the Encroachment at the Region's expense within six (6) months of any such notice or termination. The expense of the removal of the Encroachment may include but not be limited to the actual cost of removal, the restoration of the Encroachment Lands and the reasonable loss of use of a portion of the Owner's Lands required to relocate the Encroachment, if the Trustee, in their sole and reasonable discretion, determines that it is necessary to relocate the Encroachment onto the Owner's Lands. If it is determined that the Encroachment can be relocated outside the Owner's Lands at less expense, the Region may, if Council approval is obtained, enter into a new Encroachment Agreement. The Trustee shall restore the area previously occupied by the Encroachment in a manner satisfactory to the Region, acting reasonably, at the Region's expense. The Trustee shall not incur any expense without approval by the Region. Other than as provided for herein, the Trustee agrees not to make any claims, demands, and/or commence any actions, suits, proceedings or maintain the same for any and all costs, damages, losses, compensations, injurious affection arising from the Encroachment or as a result of the termination of this Agreement.
6. The Trustee agrees and covenants that it will bear all maintenance costs associated with the Encroachment. The Trustee agrees and covenants that the Encroachment is in compliance with all municipal by-laws and the laws of the Province of Ontario and shall be maintained in a good and workmanlike condition throughout the Term of this Agreement.
7. The Trustee agrees not to hold the Region responsible in any way for any loss, accident, or damage or injury to person or persons on the Region Road resulting from the Encroachment. The Region shall not in any event whatsoever be liable or responsible in any way for any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind for which the Trustee, or those for whom they are in law responsible, may become liable or suffer by reason of the Encroachment, including any breach of or non-performance by the Trustee of any provision of this Agreement, saving and excepting therefrom the sole gross negligence by the Region, or those for whom it is in law responsible. The Trustee agrees to indemnify and save harmless the Region of and from all liabilities, fines, damages, suits, claims, demands, actions, and cost for such actions for which the Region may become liable or suffer by reason of the Encroachment, its use and or removal. Without restricting the generality of the foregoing, the Trustee shall indemnify and save harmless the Region of and from all damages to persons or properties as a result of such Encroachment and its use and/or removal. This provision shall apply and survive the termination of this Agreement with respect to any act or omission that occurred during the Term of this Agreement.

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- 8. The Trustee agrees that there shall not be any addition, vertically, horizontally or otherwise, to the Encroachment. In the event that the Encroachment is being added to or materially altered, it will be relocated within the Owner's Lands. Upon such removal or relocation, this Agreement will be terminated.
- 9. Nothing in the Agreement shall be construed to mean that the Region by virtue of this Agreement has assumed the responsibility of such compliance or any compliance with any municipal by-laws. The Trustee covenants to fully comply with any order, by-law, law, regulation, direction of any lawful authority, including the municipal, provincial, or federal governments or their respective agents with respect to the Encroachment.
- 10. That the rights conferred by this Agreement shall not be assignable.
- 11. Any notice which either party is required to give pursuant to this Agreement may, if intended for the Trustee, be given in writing at:

Robert Redinger
230 Dundas St. East
Mississauga ON L5A 1W9

Phone: 905-896-3500

and if intended for the Region, at:

The Regional Municipality of Peel – Real Estate
10 Peel Centre Drive,
Brampton, ON L6T 4B9

Attention: Real Estate

Phone: 905-791-7800

Facsimile: 905-791-3645

- Or to such other address or fax number as either party may from time to time notify the other. Any notice or other communication given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof, or if given by Fax, on the first business day following the transmittal thereof. Any notice sent by prepaid first class mail shall be deemed to have been delivered on the fifth (5th) business day following the date of mailing thereof provided that the postal services have not been interrupted in which case notice shall only be given by personal delivery or Fax as aforesaid.
- 12. The Trustee consents to the registration of Notice of this Agreement on the title to the Lands and shall execute any or all such documents for such purposes.
 - 13. The Trustee shall obtain and maintain throughout the Term a comprehensive insurance policy with a minimum liability coverage of FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, covering the Encroachment, to protect the Trustee and the Region, and those for whom the Region is in law responsible, from any and all claims for damages, personal injury including death, and for claims from property damage which may arise from Trustee's use and/or removal in relation to the Encroachment under this Agreement, including the use or maintenance or removal of the Encroachment or any act or omission of Trustee's contractors, agents or employees while engaged in the work of placing, maintaining, renewing or removing the Encroachment, and such coverage shall include all

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costs, charges and expenses reasonably incurred with any injury or damage. The insurance policy shall extend to cover the contractual obligations of Trustee as stated within this Agreement, shall be in the name of the Trustee and shall name the Regional Municipality of Peel as an additional insured thereunder. The policy shall provide that it cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Region by registered mail. Evidence of insurance satisfactory to the Region shall be provided prior to the execution of this Agreement, and annually thereafter.

14. This Agreement, when executed by the said Parties shall constitute a binding agreement.

IN WITNESS WHEREOF the Owner has set their hands and seals on the 28th day of July, 2011.

SIGNED, SEALED AND DELIVERED in the presence of:

ESTATE OF ERIKA REDINGER

E. Redinger-Goady
Witness

PER: [Signature]
Name: Robert Shlomo Redinger
Title: Estate Trustee

The undersigned accept the above Offer.

IN WITNESS WHEREOF the Region has on the _____ day of _____, 2011 affixed its name under the hands of its signing officer(s) in that behalf.

THE REGIONAL MUNICIPALITY OF PEEL

PER: _____
Carol Reid, Regional Clerk

I have the authority to bind the Regional Corporation.

REAL ESTATE TEAM
Regional Municipality of Peel
10 Peel Centre Drive, Brampton, Ontario
L6T 4B9 905-791-7800, Ex 7638

Realty File No.: ENC11089
Legal File No.: 21960
Date: June 22, 2011
Project #: 06-4020

[Signature]