

**THIS AGREEMENT made this \_\_\_\_\_ day of May 2007.**

**BETWEEN: NAME  
PARTY OF THE FIRST PART**

**Hereinafter referred to as the "Owner"**

**AND: THE CORPORATION OF THE TOWN OF RENFREW  
PARTY OF THE SECOND PART**

**Hereinafter referred to as the "Town"**

**RE: Roll: #0931 ETC  
ADDRESS  
LEGAL  
Town of Renfrew**

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**WHEREAS** the Owner is the registered owner of the above described lands.  
And whereas \_\_\_\_\_ on the above premises encroaches onto  
Street by approximately ( ft.) feet.

It is hereby agreed between the parties that the structure at this time would be allowed to encroach.

The Town hereby acknowledges that it is aware that the structure encroachments onto \_\_\_\_\_ Street and that it will not require the removal of the said structure at this time.

The Owner acknowledged that if the \_\_\_\_\_ structure is taken down, it may only be replaced with a structure in conformity with the Zoning By-law of the Corporation of the Town of Renfrew.

1. The Owner is responsible for all maintenance works necessary to keep the ..... structure in good repair and in compliance with the current property standards by-law of the Town.

2. That the Owner provides the Town with a copy of the Hold Harmless Agreement for insurance on the \_\_\_\_\_ structure which encroaches onto Town property.

This agreement shall inure to the benefit of any subsequent purchasers in title and any mortgages and is to be registered on title.

The Town, may at some future time, if it feels warranted, request that the encroachment onto the property owned by the Town, be removed by the Owner. In the event no action is taken to remove the barrier free ramp structure by the Owner, then the Town can take action to remove the encroachment and all costs to do so will be levied on the Owner and collected in a likewise manner as taxes.

The Owner will indemnify and keep indemnified and save harmless the Town from all loss, damage, costs or expenses of every nature and kind whatsoever arising from or in consequence of the veranda being located on the Town property whether such loss, damages, costs or expenses are incurred by reason of negligence or without negligence on the part and whether such loss, damages, costs or expenses are incurred by reason of negligence or without negligence on the part of and whether such loss, damages, costs or expenses (e.g. snow removal) are sustained by the Town or the Owner whatsoever.

**IN WITNESS WHEREOF** the Owner has set his hand and seal and the Town has caused its corporate seal to be affixed, attested by the hands of its proper signing officers in that behalf.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
NAME/OWNER

*Corporation of the Town of Renfrew*

\_\_\_\_\_  
Bill Ringrose, Mayor

\_\_\_\_\_  
Kim Bulmer, Clerk

\_\_\_\_\_  
DATE: