

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NUMBER 3869

A BY-LAW to authorize an Encroachment Agreement between the Corporation of the Town of Tillsonburg and the Canadian Broadcast Corporation

WHEREAS the Corporation of the Town of Tillsonburg deems it necessary and expedient to enter into an agreement with the Canadian Broadcast Corporation

THEREFORE the Council of the Town of Tillsonburg enacts as follows:

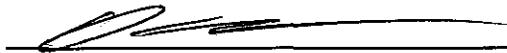
1. THAT Schedule "A" attached hereto forms part of this By-Law;
2. THAT the Mayor and Clerk be hereby authorized to execute the attached agreement marked as Schedule "A" on behalf of the Corporation of the Town of Tillsonburg. This By-Law shall come into force and take effect immediately after the final passing hereof.

READ A FIRST AND SECOND TIME THIS 12TH DAY OF JANUARY, 2015

READ A THIRD AND FINAL TIME AND PASSED THIS 9TH DAY OF JANUARY, 2015



Mayor – Stephen Molnar



Clerk – Donna Wilson

Schedule "A"

THIS AGREEMENT made this ... day of, 2015

B E T W E E N:

**THE CORPORATION OF THE TOWN OF TILLSONBURG
Hereinafter called the "Town"**

OF THE FIRST PART;

- and -

**THE CANADIAN BROADCASTING CORPORATION
Hereinafter called the "Encroaching Party"**

OF THE SECOND PART;

WHEREAS the Encroaching Party proposes to erect a repeater antenna on the Tillsonburg Community Centre, as indicated on the drawings that have been attached as **Schedule "A"** (the "Encroachment");

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by the Encroaching Party to the Town, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. The parties hereto confirm the accuracy and truth of the foregoing recitals.
2. The Town agrees to permit the Encroachment, subject to the terms and conditions of this Agreement.
3. The term of this Agreement shall be from **January 15, 2015** to **January 15, 2020** (the "Term"), unless otherwise terminated in accordance with this Agreement. At the expiration of the Term, the Encroachment shall be immediately removed by the Encroaching Party, at the Encroaching Party's sole cost, and the Town's property on which the Encroachment was located shall be put in the same condition as it existed prior to the Encroachment by the Encroaching Party or as directed by the Town, acting reasonably.
4. The Town will consider renewing this Agreement for up to two (2) additional five-year Terms.
5. The Encroaching Party agrees to pay to the Town, upon its execution of this Agreement and on each yearly anniversary of the execution for the duration of the Term, a licence fee for the Encroachment in the amount of one thousand dollars (\$1,000.00), for a total amount during the Term of five thousand dollars (\$5,000.00). The Town reserves the right to adjust this license fee for the second and subsequent Terms, if entered into.

6. The Encroaching Party agrees that if the Encroachment is removed or otherwise altered by the Encroaching Party, or by a third party, at any time, without the express written consent of the Town, the Encroaching Party's rights under this Agreement shall be immediately terminated. Once the Encroaching Party's rights have been terminated, the Encroachment shall be immediately removed by the Encroaching Party, at the Encroaching Party's sole cost, and the Town's property on which the Encroachment was located shall be put in the same condition as it existed prior to the Encroachment by the Encroaching Party or as directed by the Town, acting reasonably.
7. The Encroaching Party shall not acquire title by possession or prescription to the Town's property on which the Encroachment is located and the Encroaching Party expressly acknowledges that the Town's property on which the Encroachment is located is owned by the Town.
8. The Encroaching Party agrees to ensure that the Encroachment complies with all relevant Town By-Laws, subject to the terms and conditions of this Agreement.
9. The Encroaching Party agrees to pay to the Town all legal and other costs associated with the preparation of this Agreement.
10. The Encroaching Party agrees to indemnify and hold harmless the Town, its Councillors, employees and agents, at all times hereafter, from any and all claims for loss, costs, charges, expenses or damages arising from the acts or omissions of the Encroaching Party, its employees, agents or anyone for whom the Encroaching Party is at law responsible, in respect of the maintenance, alteration or use of the Encroachment. The Encroaching Party shall provide the Town with proof of insurance in the amount of \$2,000,000.00, in a form satisfactory to the Town, and name the Town as an additional insured, to support this indemnity.
11. No alterations or improvements shall be made to the Encroachment, at any time, without the express written consent of the Town, and any alterations or improvements to which the Town has consented shall be performed and completed at the Encroaching Party's sole expense.
12. The Encroaching Party agrees that this Agreement may be terminated on ninety (90) days written notice by the Town to the Encroaching Party and, in such case, the Encroachment shall be completely removed by the end of the notice period by the Encroaching Party, at the Encroaching Party's sole cost. Following which, the Town's property on which the Encroachment was located shall be put in the same condition as it existed prior to the Encroachment by the Encroaching Party or as directed by the Town, acting reasonably.
13. This Agreement is not transferable or assignable by the Encroaching Party without the express written consent of the Town. Any attempt to transfer or assign any of the rights, duties or obligations of this Agreement by the Encroaching Party, without the Town's express written consent, is void.
14. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

15. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties. There are no warranties, representations or other agreements in connection with the subject matter of this Agreement except as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED and DELIVERED)

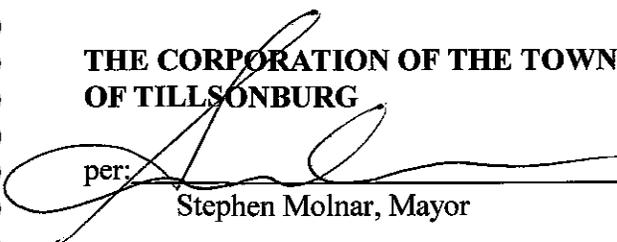
THE CANADIAN BROADCASTING CORPORATION

in the presence of)

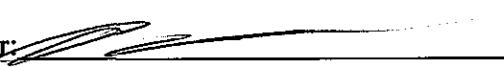
Witness)

Witness)

THE CORPORATION OF THE TOWN OF TILLSONBURG

per: 

Stephen Molnar, Mayor

per: 

Donna Wilson, Clerk

I/We have the authority to bind the Corporation.

SCHEDULE "A"

DRAWINGS OF THE PROPOSED SIGN OR AREA OF USE

