

THIS AGREEMENT made this _____ day of _____, 2015.

B E T W E E N:

The Governing Council of the Salvation Army in Canada

(“The Salvation Army”)

- a n d -

The Corporation of the Town of Fort Frances

(collectively, the “The Town”)

WHEREAS Section 11 (3) 1. Of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws respecting matters regarding Highways under its control;

AND WHEREAS Section 391 (1) (c) of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws imposing fees for the use of its property including property under its control;

AND WHEREAS The Salvation Army is the registered owner of the lands and premises municipally known as 353 Scott Street, Fort Frances, Ontario (“353 Scott Street”).

AND WHEREAS The Town are the registered owners of the lands and premises immediately fronting 353 Scott Street (“the frontage”).

AND WHEREAS a site plan (the “plan”) prepared by Sputnik Architecture, architectural consultant dated October 5, 2015 (a copy of which plan is attached to and forms part of this agreement as **Schedule 1**), indicates that an accessibility ramp (the “structure”, which structure is outlined in yellow on the plan) is to be constructed and owned by The Salvation Army encroaches onto the frontage to the extent indicated on the plan (hereinafter such encroachment is referred to as the “Encroachment”).


NOW THEREFORE in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants contained herein, The Salvation Army and The Town of Fort Frances (collectively, the “parties”) agree as follows:

1. The parties acknowledge the Encroachment.
2. The Town agrees to permit the structure owned by The Salvation Army to encroach onto the boulevard as depicted on Schedule 1, on the following terms and conditions:
 - a. The Salvation Army shall maintain the structure in a good state of repair, but shall not do or cause anything to be done which would increase the amount of the Encroachment onto the boulevard. Maintenance of the ramp shall follow O.Reg. 239/02, Minimum Maintenance Standards for Municipal Highways, as amended from time to time;
 - b. The Salvation Army shall construct the ramp structure such that the building water shut off valve remains accessible. The valve box lid shall be set level with the finished surface and it will be the responsibility of the Salvation Army to arrange and pay for any alterations required to the valve box to facilitate same.
 - c. Should the Town, during maintenance activities or infrastructure renewal, be required to excavate all or a portion of the noted accessibility ramp for the purpose of repair of water, sanitary or storm sewer piping. It shall be the sole responsibility of the Salvation Army to reinstate any portion of the accessibility ramp removed to complete the works.

- d. The construction of the accessibility shall be in accordance with the Ontario Building Code and the width of the ramp shall be the minimum acceptable width to maximize the width of the remaining sidewalk.
 - e. The Salvation Army, their heirs, successors, and assigns, or whoever shall come to have an interest in 353 Scott Street, shall forever and always save the Town harmless from any and all claims and actions for liability and/or damages which may be occasioned by the existence of the Encroachment;
 - f. If reconstruction of the structure creating the Encroachment is required as a result of having been destroyed by fire, demolition or otherwise, said reconstruction is to be effected in such a manner as to ensure that the Encroachment is removed and thereafter no longer occurs.
 - g. The owner shall, at their own expense, have prepared and submit to the Municipality a detailed plan of survey delineating the exact area of encroachment on the municipal roadway. That survey shall be attached to and form part of this agreement.
3. This agreement may be registered on/against title to 353 Scott Street and shall serve as perpetual notice to successors in title and otherwise.
 4. This agreement shall be effective to create an interest in property only if the applicable provisions of the Planning Act are complied with, failing which this agreement shall be effective for a period of twenty one years less a day from the date first above written.
 5. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.



SIGNED, SEALED & DELIVERED)
In the presence of:)

)
Witness)

SIGNED, SEALED & DELIVERED)
In the presence of:)

_____)
Witness)

_____)
Witness)

)
Bryan Campbell)
Authorized Signing)
)
The Salvation Army)
Lee Graves (seal)
Treasurer)

) (seal)
Mayor, Town of Fort Frances)

) (seal)
Clerk, Town of Fort Frances)