



**CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 10-4559**

**A by-law to authorize the execution of an Encroachment Agreement between
The Town of Ingersoll and CIBC, 160 Thames Street South**

WHEREAS it appears that a portion of the foundation walls and weeping tiles encroach on the sides of the premises known as 160 Thames Street South (Being part of Lot 2, Block 13, Registered Plan No. 279 for the Town of Ingersoll, in the County of Oxford with Right-of-Way (Part of Lot 3)) encroaches onto King Street W and Thames Street S both a distance of One (1) foot each;

AND WHEREAS it is deemed advisable to give permission to encroach onto only that portion of the land being as identified on the attached schedule "B";

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That The Corporation of the Town of Ingersoll enters into an agreement with Canadian Imperial Bank of Commerce, owners of the property known as 160 Thames Street South, Ingersoll to permit the encroachment upon a portion of King Street W and Thames Street S.
- (2) That the Mayor and Clerk are hereby authorized and directed on behalf of The Corporation of the Town of Ingersoll to execute the form of agreement in triplicate and attached hereto and affixing the Corporation seal thereto.

READ a first and second time this 14th day of June 2010.

READ a third time and passed this 14th day of June 2010.

Paul Holbrough, Mayor

Elaine Clark, Clerk/Deputy CAO

AGREEMENT made in triplicate this 6th day of May, 2010.

B E T W E E N:

THE CORPORATION OF THE TOWN OF INGERSOLL
Hereinafter called the "Corporation",

OF THE FIRST PART

-and-

CANADIAN IMPERIAL BANK OF COMMERCE

Hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are known municipally as 160 Thames Street South, Ingersoll, Ontario.

AND WHEREAS the sketches, attached hereto as Schedule "B", disclose that a portion of foundation walls and weeping tiles encroach on King Street W. and Thames Street S both a distance of one (1) foot each;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration the Parties hereto mutually agree as follows:

1. The Corporation hereby gives the Owner the right to use and occupy that portion of Thames Street South and King Street West, as identified on Schedule "B" attached hereto for an annual rental of ONE-----(\$1.00)-----DOLLAR payable on the first day of November, in each and every year and the first payment of rent to be paid on the first day of November 1, 2009.
2. The Owner agrees that no addition or alteration shall be made to the said encroachment that would result in a more extended encroachment on the said public street.
3. The Corporation reserves the right to cancel this Agreement at any time upon giving three (3) months' prior written notice to the Owner herein.

4. The Owner agrees to provide proof of Commercial General Liability Insurance, with respect to the encroachment annually, holding the Town harmless.
5. The Owner agrees to maintain the fence enclosure surrounding the waste containers in good condition, at all times.
6. This Agreement and the right to encroach that it grants may not be assigned by the Owner without the prior written consent of the Corporation, which shall not be unreasonably withheld.
7. THIS AGREEMENT shall ensure to the benefit of and be binding upon each of the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part has hereunto set its corporate seal, duly attested by the hands of its Deputy Mayor and Clerk, authorized on its behalf at the Town of Ingersoll, in the County of Oxford this ____th day of _____, 2010.

SIGNED, SEALED AND DELIVERED

In the presence of:

**THE CORPORATION OF THE
TOWN OF INGERSOLL**

Per: _____
Paul Holbrough, Mayor

Elaine Clark, Clerk/Deputy Administrator

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
BARCLAY A. CORNELL
VICE-PRESIDENT
CORPORATE SERVICES

**CAREN CHU
SENIOR MANAGER
DOCUMENT ADMINISTRATION
CIBC CORPORATE SERVICES**



Witness

I/We have authority to bind the bank.

SCHEDULE 'A'

TO

ENCROACHMENT AGREEMENT

CANADIAN IMPERIAL BANK OF COMMERCE

(Name)

160 Thames Street South, Ingersoll N5C2T5

(Address)

Being Part of Lot 2, Block 13, Registered Plan No. 279 for the Town of Ingersoll,
in the County of Oxford with Right-of-Way (Part of Lot 3).

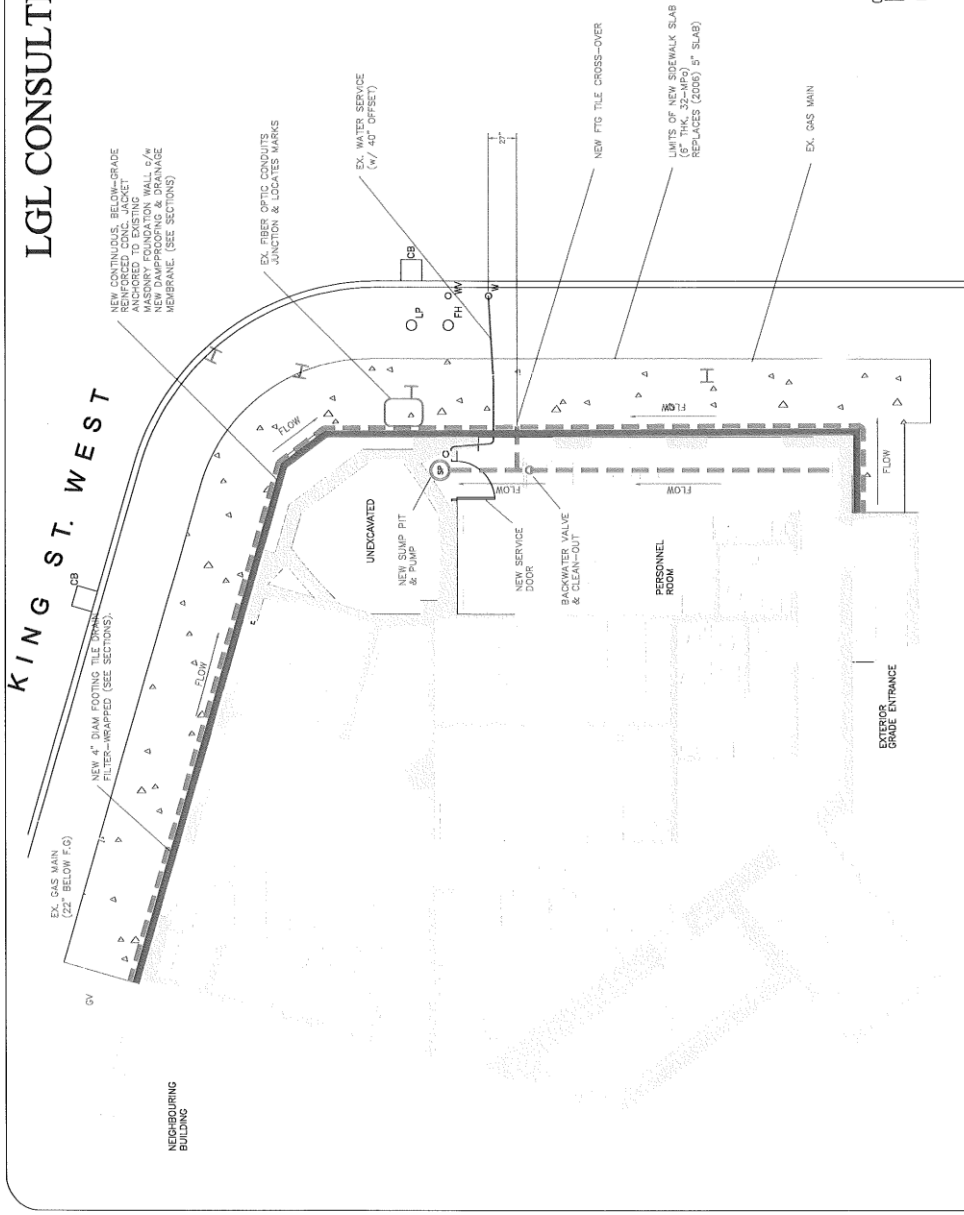
Frontage 64'6" on Thames, Depth varying from 64' to 83'10½. Southerly 12' of Depth
is subject to Right-of-Way.

SCHEDULE "B"

LGL CONSULTING INC.



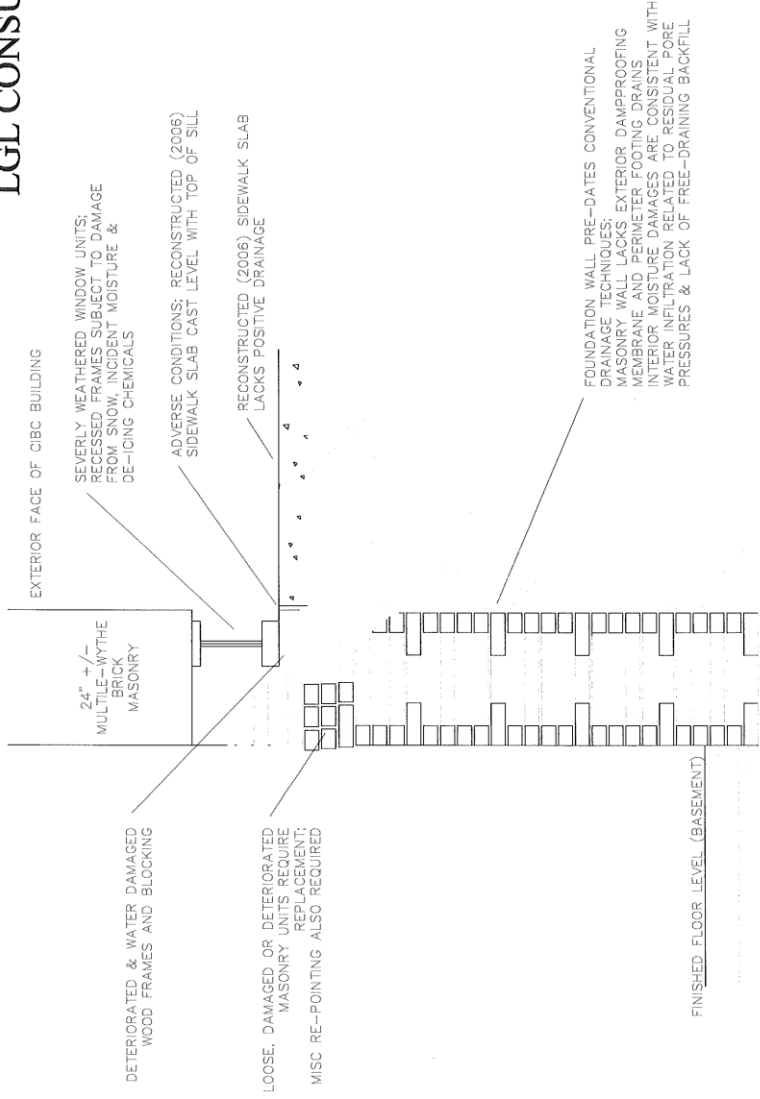
THAMES ST. SOUTH



AS-BUILT CONDITIONS
SK-AB-O

PLAN VIEW

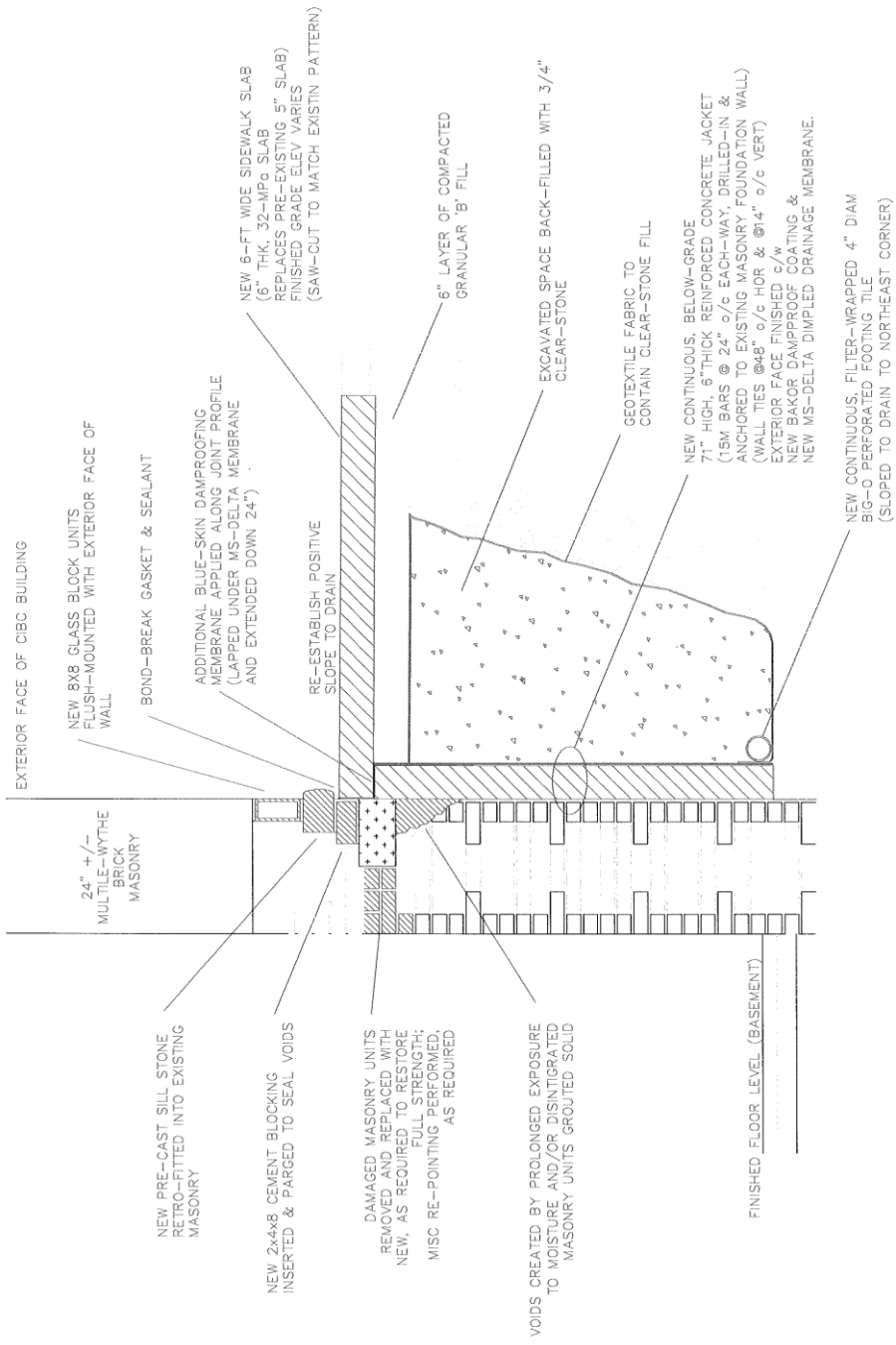
CIBC (TRANSIT #02782)
160 THAMES STREET S.,
INGERSOLL, ONTARIO



SECTION AT NORTH FOUNDATION WALL

CIBC (TRANSIT #02782)
 160 THAMES STREET S.,
 INGERSOLL, ONTARIO

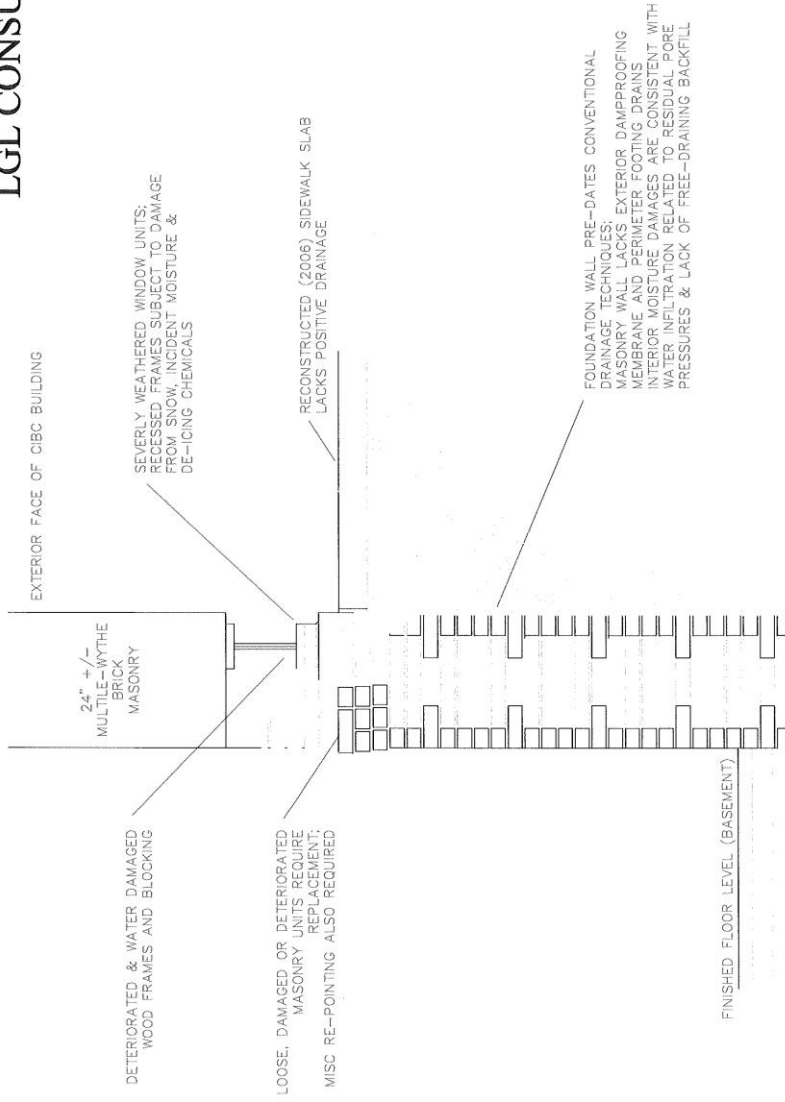
PRE-EXISTING CONDITIONS
 SK-XS-1a



REPAIR DETAILS
SK-XS-1b

SECTION AT NORTH FOUNDATION WALL

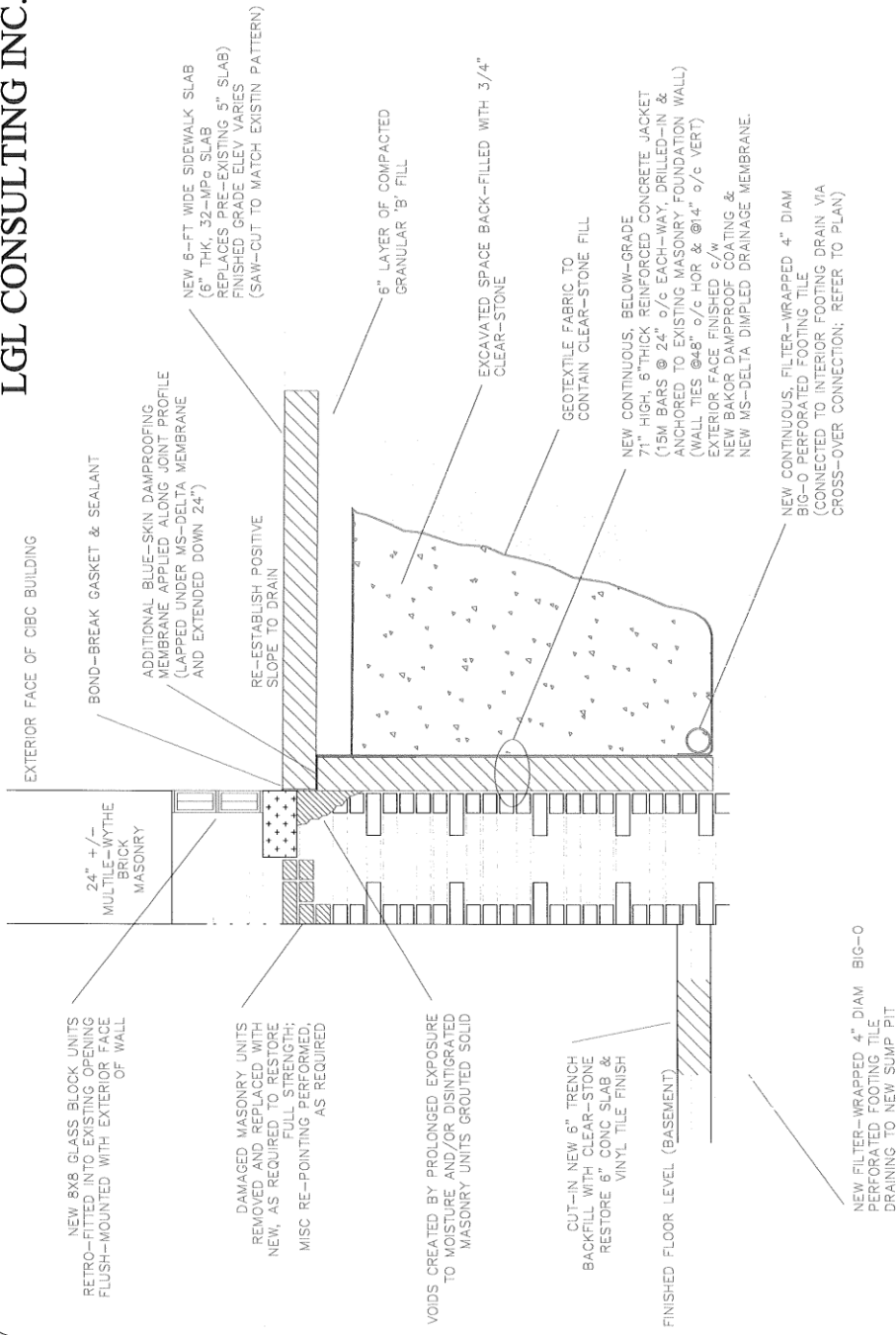
CIBC (TRANSIT #02782)
160 THAMES STREET S.,
INGERSOLL, ONTARIO



SECTION AT EAST FOUNDATION WALL

CIBC (TRANSIT #02782)
160 THAMES STREET S.,
INGERSOLL, ONTARIO

PRE-EXISTING CONDITIONS
SK-XS-2a

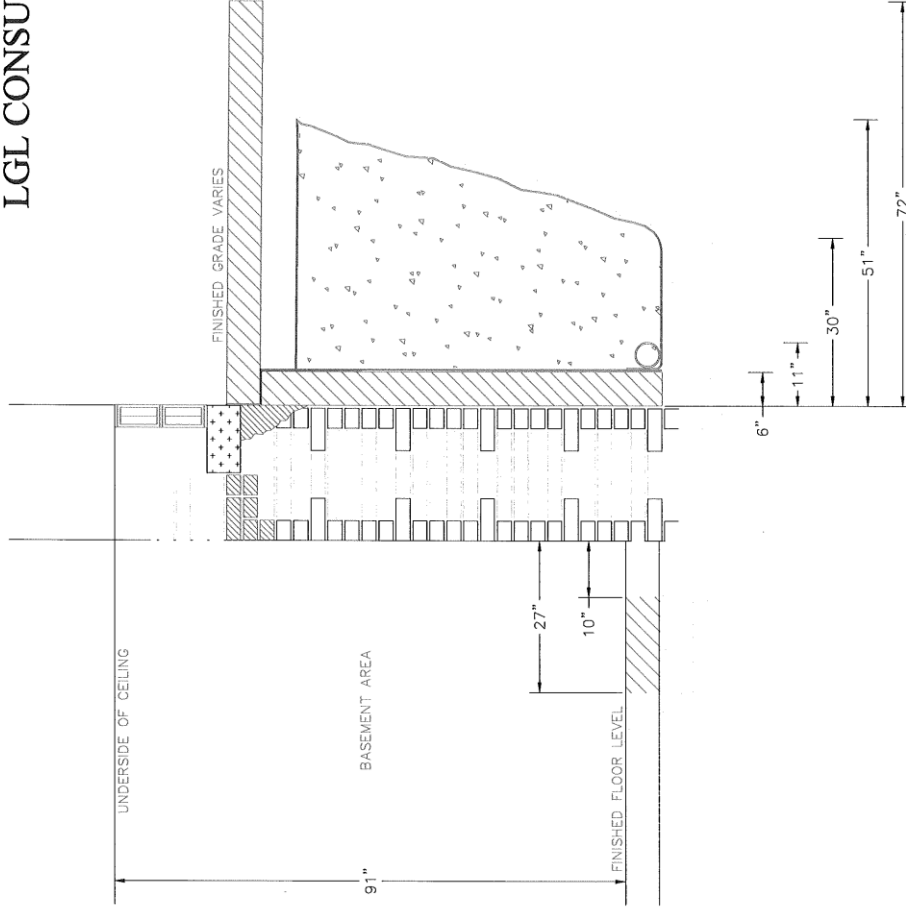


CIBC (TRANSIT #02782)
 160 THAMES STREET S.,
 INGERSOLL, ONTARIO

SECTION AT EAST FOUNDATION WALL

REPAIR DETAILS
 SK-XS-2b

LGL CONSULTING INC.



CIBC (TRANSIT #02782)
160 THAMES STREET S.,
INGERSOLL, ONTARIO

SECTION AT EAST FOUNDATION WALL

TYPICAL DIMENSIONS
SK-XS-3