

<p style="text-align: center; font-size: 1.2em;"><b>467599</b></p> <p><b>NUMBER</b></p> <p><b>CERTIFICATE OF REGISTRATION</b></p> <p style="text-align: center;">'90 JAN 26 P12:11</p> <p>NORFOLK No. 37 SIMCOE</p> <p style="text-align: right;"><i>Norma J. Davidson</i> LAND REGISTRAR</p> <p style="margin-top: 20px;">New Property Identifiers</p> <p style="margin-top: 20px;">Executions</p>	(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 3 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Nature of Document			
	ENCROACHMENT AGREEMENT			
	(5) Consideration			
	ONE----- Dollars \$ 1.00			
(6) Description				
Part of Lot 14, and Part of the Road Allowance between Lots 13 and 14, Concession West of North Road, Township of Norfolk, Regional Municipality of Haldimand-Norfolk, in the Geographic Township of Houghton, being designated as PART 1 and PART 2, on Reference Plan 37R-4877				
(7) This Document Contains		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

SEE AGREEMENT ATTACHED

Continued on Schedule ☒

(9) This Document relates to instrument number(s)  
398658

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
ILER, Gary William (Owner)	<i>John R. Holmes</i>	1990 01 16
ILER, Christine Hazel (Owner)	JOHN R. HOLMES	1990 01 16
(By their Solicitor JOHN R. HOLMES)		

(11) Address for Service 87 BIDWELL STREET, TILLSONBURG, ONTARIO. N4G 3V5

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE CORPORATION OF THE TOWNSHIP OF	<i>John R. Holmes</i>	1990 01 16
NORFOLK (Party to Agreement)	JOHN R. HOLMES	
(By Its Solicitor JOHN R. HOLMES)		

(13) Address for Service BOX 128, LANGTON, ONTARIO. N0E 1G0

<p>(14) Municipal Address of Property</p> <p>R. R. # 5 LANGTON, ONTARIO N0E 1G0</p>	<p>(15) Document Prepared by:</p> <p>JOHN R. HOLMES 87 BIDWELL STREET TILLSONBURG, ONTARIO N4G 3V1</p> <p style="text-align: right;">JRH/ed</p>	<p style="text-align: center;">Fee and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: right;">22.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Registration Fee	22.00							Total	
Registration Fee	22.00											
Total												

THIS AGREEMENT made this 24<sup>th</sup> day of October, 1989.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF NORFOLK,  
hereinafter called the Township, PARTY OF  
THE FIRST PART

- and -

GARY WILLIAM ILER and CHRISTINE HAZEL ILER,  
of the Township of Norfolk, in the Regional  
Municipality of Haldimand-Norfolk  
hereinafter called the Owner, PARTY OF  
THE SECOND PART

WHEREAS the owner is the registered owner of lands and premises described as part Lot 14, WNR, Township of Norfolk, in the Regional Municipality of Haldimand-Norfolk, formerly Township of Houghton, County of Norfolk.

AND WHEREAS the porch adjacent to the two storey building situate on the owners' premises, encroaches on North Road in the Township of Norfolk, in the Regional Municipality of Haldimand-Norfolk, said encroachment being illustrated on Reference Plan 37R-4877 as attached hereto.

AND WHEREAS the owner has requested the Township to allow the use and maintenance of the said encroachment for such period of time as the said two storey building remains in its present location.

AND WHEREAS the Township is of the opinion that allowing such use and maintenance would not be against the public interest.


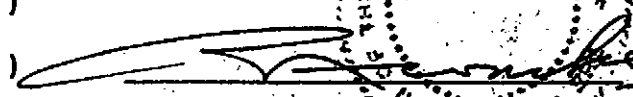
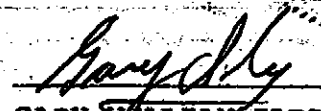
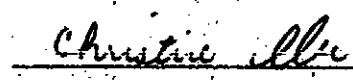
AND WHEREAS the Township is empowered pursuant to the provisions of Chapter 320, Section 210, Paragraph 101 of the Municipal Act, R.S.O. 1980, to pass By-Laws for allowing any person owning or occupying any building or other erection that by inadvertance has been wholly or partially erected upon a highway, to maintain and use such erection thereon.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the covenants and agreements herein contained and the sum of ONE DOLLAR (\$1.00) now paid by the Owner to the Township, the receipt whereof is hereby acknowledged, the Township grants to the Owner, leave and licence to maintain and continue the encroachment of the existing two storey building and in particular, the porch thereof, on the property described above, which portion thereof extends onto North Road, being the said lands owned by the Township, subject to the following terms

and conditions:-

1. The Owner shall agree to indemnify and save harmless the Township from any and all liability or damage as sustained by any person by reason of such encroachment upon the said property owned by the Township.
2. The Owner shall not be permitted to construct any additions to that portion of the building that encroaches onto North Road so long as the building so encroaches.
3. In the event that the Township determines that that portion of North Road over which the porch, of the Owner encroaches, is required by the Township for the purpose of improving the condition of or reconstruction of North Road, the Township may give sixty (60) days written notice to the Owner and the Owner shall be required to remove the portion of the porch which does encroach, at their own expense, and this licence to encroach shall be terminated.
4. That all legal and survey costs pertaining to this agreement shall be borne by the Owner.
5. That this agreement shall only run in the lifetime of the present building on the lands described above or until October 30, 2009, whichever shall first occur.
6. That this agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Corporation of the Township of Norfolk has hereunto caused its Corporate Seal to be affixed hereto attested by the hands of its proper signing officers duly authorized in that behalf and Gary William Iler and Christine Hazel Iler, in their respective personal capacities having hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE TOWNSHIP OF NORFOLK
In the presence of	)	
	)	PER: 
	)	MAYOR
	)	
	)	CLERK-ADMINISTRATOR
	)	
	)	GARY WILLIAM ILER
	)	
	)	CHRISTINE HAZEL ILER

*J.R. Iler*