

3. The Owners:

- a. hereby acknowledge and agree that the permission granted in Paragraph 1 of this Agreement by the Municipality may be revoked at any time by the Municipality in its sole and absolute discretion where such revocation is reasonably required for municipal purposes;
 - b. shall, within six (6) months of receiving written notice from the Municipality, submit complete applications for all necessary permits relating to the removal of all the Owners' buildings and structures located on the lands of the Municipality, and within six (6) months of the issuance of all necessary permits, shall remove all of the Owners' buildings and structures on the land of the Municipality and shall leave such lands in a clean, level and safe condition to the satisfaction of the Municipality, all at the Owners' sole expense.
4. The Owners hereby agree with the Municipality that the buildings and structures located on the Municipality's lands are and remain at the sole risk of the Owners.
 5. The Owners hereby covenant and agree to indemnify and save harmless the Municipality from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the encroachment of the Owners' buildings or structures on the Municipality's lands described in Schedule "B".
 6. The Owners hereby consent to the registration of this Agreement against the title to the lands described in Schedule "A" hereto and all fees, costs and expenses in connection therewith shall be the responsibility of the Owners.
 7. All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

Tasco Venture Management Inc.
112-801 Eglinton Avenue West
Toronto ON M5N 1E3

to the Municipality:

The Corporation of the Town of Cobourg
55 King Street West
Cobourg, Ontario
K9A 2M2

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof, or if emailed upon confirmation of receipt.

- 8. If any term or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 9. In this Agreement, words importing the neuter gender shall include the feminine gender and masculine gender and words importing the plural shall include the singular and vice versa where the context requires.
- 10. The parties hereto agree that Schedules "A" and "B" attached hereto form part of this Agreement.
- 11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title and assigns.

IN WITNESS WHEREOF the corporate seal of the Municipality duly attested by the hands of its proper officers in that behalf and the hands and seals of the Parties of the Second Part, this day of , 2022.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN
in the presence of) OF COBOURG
))
))
))
) Mayor
))

Witness: *Brad Holland*

Brad Holland

) _____
) Clerk

)
)
)

) TASCO VENTURE MANAGEMENT INC.

) *Amit Sofer*

) name: Amit Sofer

) I have the authority to bind the corporation

)
)

SCHEDULE "A"
OWNERS' LANDS

144 ORR STREET, COBOURG, ONTARIO, particularly described as Parts of Lot 14 and 15, BLOCK H on Caddy Plan, being Part 1 on Plan 39R-11472; COBOURG, PART OF PIN 51092-0167

SCHEDULE "B"
ENCROACHMENT

Southern limit of 1 storey vinyl dwelling on Orr Street, more particularly identified in Part 3 on Plan 39R-14472