

**THIS AGREEMENT** made in triplicate this \_\_\_ day of \_\_\_\_\_ 2010.

B E T W E E N:

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "City")

- and -

**THE PETERBOROUGH AND DISTRICT FARMERS' MARKET ASSOCIATION**  
(the "Association")

A non-share corporation incorporated under the terms of the Province of Ontario

- and -

**THE PETERBOROUGH AGRICULTURAL SOCIETY**  
(the "Society")

An agricultural society conducting its business in accordance with the *Agricultural and Horticultural Organizations Act*

**WHEREAS** the Park Lots Numbers 18, 19 and 20, formerly in Township Lot 14, in the 11<sup>th</sup> Concession of the Township of North Monaghan lands ("Morrow Park") is the subject matter of Bill Pr 42, being an Act of the Provincial Legislature of the Province of Ontario, wherein the rights and obligations of City and the Society and the Trustees of the R. A. Morrow Memorial Trust, concerning Morrow Park are therein prescribed;

**AND WHEREAS** predecessors of the Association have operated a farmers' market on the grounds of the Morrow Park since on or about September 1975;

**AND WHEREAS** the City and the Association entered into an agreement dated 7 May 1984 providing for the operation of a farmers' market by the Association on premises owned by the City (the "1984 Agreement")

**AND WHEREAS**, the City, the Association and the Society entered into agreements dated 5 February 1987 (the "1987 Agreement") and 2 October 1998, (the "1998 Agreement") which amended the 1984 Agreement;

**AND WHEREAS** the parties hereto now desire to replace the 1984 Agreement, the 1987 Agreement and the 1998 Agreement with this Agreement;

**AND WHEREAS** Section 20 of Bill Pr42, an Act of the Legislature of the Province of Ontario, authorizes the City and the Association to enter into an agreement concerning the operation, management and control of a farmers' market;

**AND WHEREAS** the City, partially in consideration of the grant and conveyance to it of Morrow Park, has agreed to continue the operation of the farmers' market in Morrow Park;

**AND WHEREAS** the City is the owner of the R. A. Morrow Multi-purpose Building (the "Morrow Building") and the lands adjacent thereto as described in Appendix "A";

**AND WHEREAS** the Association desires to manage, operate and promote the farmers' market;

**AND WHEREAS** the Association agrees to supervise and manage the farmers' market, subject to the rights retained by the City as specified herein;

**AND WHEREAS** the parties desire to ensure the continuation, growth and operation of the farmers' market on the lands known as Morrow Park;

**AND WHEREAS** the Society is an organization incorporated or continued under the *Agricultural and Horticultural Organizations Act*, R.S.O. 1990, c. A.9;

**AND WHEREAS** the Society and City agree that the Association, through its operation of Farmers' Market improves in the quality of life of persons living in the City and County of Peterborough;

**AND WHEREAS** the Agricultural Society, in 1987 agreed to release any and all claims it then enjoyed concerning the use of the Morrow Building and the Outdoor Market Area during the periods of time as set out therein;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, the parties agree as follow:

#### **Article 1 – DEFINITIONS**

**Base Rent** – means, for the year period until 30 June 2008, the sum of NINE HUNDRED AND SIX DOLLARS AND FORTY-EIGHT CENTS (\$906.48) per day, exclusive of GST, but including all costs for heat, hydro and storage;

**Day** – in the context of the Society's use of the Morrow Building, means any day, or part thereof. For example, a use of the Morrow Building by the Society which commences on a Saturday and ends after 12:00 AM on the Sunday immediately following, shall constitute two days use of the Morrow Building;

**Outdoor Market Area (the)** – means the area shown on Schedule "A" attached hereto;

**Term** – means the date commencing on the date the City executes this agreement to 30 June 2015;

**Vacant Use** – means performing such cleaning, tidying and garbage removal to the satisfaction of the City as is necessary to return the Morrow Building to the condition it was in immediately prior to the commencement of that party's use;

## **ARTICLE 2 – RENT AND LEASE**

- 2.1 The Association shall pay the Base Rent on a monthly basis, due for each calendar month, on or before the twentieth (20<sup>th</sup>) calendar day of the following month.
- 2.2 The City and the Association agree that the Base Rent, as provided above, shall be subject to automatic annual adjustments in accordance with Article 2.3(d) below.
- 2.3 The City and the Association agree:
- a. That the Base Rent is only for the exclusive use of the Morrow Building for an indoor farmers' market on each Saturday, during the period of November 1<sup>st</sup> to April 30<sup>th</sup>, inclusive, (the "Winter Period") during the hours of 3:00 AM through to 4:30 PM in each and every year of the Term;
  - b. That the Base Rent is only for the exclusive use of the portion of the Outdoor Market Area as shown in Schedule "A" for an outdoor farmers' market on each Saturday, during the period of May 1<sup>st</sup> to October 31<sup>st</sup>, inclusive, (the "Summer Period") during the hours of 3:00 AM through to 4:30 PM in each and every year of the Term;
  - c. During the Winter Period, the City shall use reasonable efforts to remove snow and deposit sand within the Outdoor Market Area, and other adjacent City-owned parking lots;
  - d. That the Base Rent shall be adjusted annually and automatically in accordance with the following:
    - i. The Base Rent shall be adjusted by an amount equal to the annual average change in Statistics Canada's, Consumer Price Index ("CPI") for All-items for the Province of Ontario for the preceding calendar year (the "CPI Change") (E.g. the Base Rent shall change on 1 July 2008 in accordance with the CPI Change for the period 1 January to 31 December 2007);
    - ii. The adjusted rent shall be deemed to be the Base Rent for the purpose of calculating changes in each succeeding year;
    - iii. The first rent adjustment shall be effective as of 1 July 2008 and on each anniversary of that date thereafter; and

- e. That, notwithstanding Article 2.3(a), subject to the City's discretion, which may be reasonably withheld, the Association shall have the right, during the Winter Period, to set up in the Morrow Building on each Friday, preceding the farmers' market, after 3:00 PM.
- 2.4 The Association releases any and all rights to the exclusive use of:
- a. The Morrow Building on each Saturday during the Summer Period in each and every year of the Term; and
  - b. The Outdoor Market Area on each Saturday during the Winter Period in each and every year of the Term.
- 2.5 Notwithstanding Article 2.4(a), the Association shall continue to have access to its storage area located within the Morrow Building.
- 2.6 The City and the Association agree that the City may use the Morrow Building for one (1) Saturday in each year of the term during the period of January 1<sup>st</sup> to April 30<sup>th</sup>. The City shall provide the parking area on the west side of Roger Neilson way, as identified on Schedule "C" to the Association for a farmers' market. The Association shall, at its sole expense, provide portable washrooms but it shall not be required to pay any rent to the City for this farmers' market.
- 2.7 In addition to Article 2.6, the City may, upon providing thirty (30) days written notice to the Association, cancel the Association's use of the Morrow Building for any one (1) Saturday during the period of January 1<sup>st</sup> to April 30<sup>th</sup> in any year. The City shall forgo four (4) days rent for such cancelled day.
- 2.8 The City shall not operate, directly or indirectly, within the geographic boundaries of the City of Peterborough, a market which has as its primary purpose the sale of agricultural produce or wares on any Saturday during the Term. Notwithstanding the foregoing, the City shall be permitted to sponsor and/or initiate, directly or indirectly, market-type exhibitions in which agricultural produce is not offered for sale.
- 2.9 In the event the City exercises its option to perform capital improvements to the Morrow Building or the Outdoor Market Area, and the performance of those capital improvements prevents the Association from operating the farmers' market, then the City agrees that the Base Rent shall, for the duration of the period during which the Association cannot operate the farmers' market, be abated by the amount of ONE HUNDRED PERCENT (100%). As an alternative to the Base Rent being abated by ONE HUNDRED PERCENT (100%), the City agrees to use its best efforts to find an alternative location for the farmers' market and, provided the City and the Association agree upon the terms and conditions for the use, the Association agrees to operate a farmers' market from the alternative location.

- 2.10 The City shall not impose any business tax, levy or fee, save and except pursuant to this agreement on the Association concerning its operation of a farmers' market at the Morrow Building or within the Outdoor Market Area.

### **ARTICLE 3 – CONDITIONS ON USE**

- 3.1 The parties agree and acknowledge that the Association's use of the Morrow Building and the Outdoor Market Area is solely for the purpose of a farmers' market.
- 3.2 In recognition of the Association's obligation to return the Morrow Building or the Outdoor Market Area, as the case may be, to the condition such area was in immediately prior to use by the Association, it shall:
- a. At its sole risk and expense remove all garbage and refuse from the Morrow Building or the Outdoor Market Area, as the case may be, after each and every use, and, as required, wash and clean the floor of the Morrow Building;
  - b. Leave the Morrow Building and the Outdoor Market Area in a state of good repair (reasonable wear and tear and damage by fire, lightning, and tempest excepted), after each and every use.
  - c. Prevent all motor vehicles from being within the Morrow Building during hours when patrons are at the farmers' market;
  - d. Comply with all applicable federal, provincial and municipal legislation, regulations and/or by-laws, as the case may be, concerning its use of the Morrow Building and the Outdoor Market Area;
  - e. Prohibit the use of portable propane gas heaters within the Morrow Building;
  - f. Subject to the written approval of the Director of Community Services, install and/or maintain at the Association's sole risk and expense, permanent signage concerning the existence and operation of the farmers' market;
  - g. Not make any improvements, additions, alterations, construction or affixation of fixtures to the Morrow Building or the Outdoor Market Area without the prior written approval of the Director of Community Services;
  - h. Use its best efforts to prevent the sale of factory manufactured goods during the farmers' market;

- i. Provide the City with sufficient notice of any expansion of the farmers' market;
- j. Manage and operate the farmers' market in a manner which does not increase the insurance risk to the City or cause the City to pay an increased rate of insurance premium concerning the Morrow Building and/or the Outdoor Market Area;
- k. At its sole risk and expense, forthwith repair to the satisfaction of the Director of Community Services, any damage to the Morrow Building or the Outdoor Market Area caused by the Association or its Members; and
- l. Subject to applicable federal, provincial and municipal legislation, regulations and by-laws, make and enforce such rules, regulations and policies concerning the management, operation and promotion of the farmers' market as it deems appropriate and necessary.

3.3 The City shall:

- a. Subject to the City's parking by-law and Article 3.4 below, and as is reasonable in the circumstances, provide parking:
  - i. Within the parking area shown on Schedule "B", when the farmers' market is located within the Morrow Building; and
  - ii. Within the parking areas shown on Schedule "C", when the farmers' market is located in the Outdoor Market Area.

Notwithstanding the foregoing, the Association agrees and acknowledges that the parking areas identified in Schedules "B" and "C" are not for the exclusive use of people attending the farmers' market.

- b. Maintain an asphalt surface to the Outdoor Market Area and shall, in a reasonable manner, number, mark and maintain spaces for parking motor vehicles on the Outdoor Market Area;
- c. In a reasonable manner, remove snow from the Outdoor Market Area, the asphalt surfaces surrounding the Morrow Building, and the adjacent parking lots in order to permit vehicles and pedestrians to access the Morrow Building on each Saturday during the Term;
- d. During the week of the Peterborough Exhibition, take reasonable steps to provide the Association with the free use of the land known as the Brinton Carpet Factory Park (the "Park") (located at the corner of Lock Street and Braidwood Avenue) or another available location within the City. Notwithstanding the foregoing, nothing contained in this Agreement shall prevent the sale, lease, alteration or other utilization of

the Park. In the event the Park is unavailable for the Association's use during the Peterborough Agricultural Exhibition, the City shall use reasonable efforts to provide the Association with a suitable alternative location. For the sake of clarity, it is agreed that, concerning the Association's use of the Park, it shall bear all costs associated with providing parking attendants and portable washrooms;

- e. Retain the right to make capital improvements to the Morrow Building and/or the Outdoor Market Area;
  - f. Pay the regular hydro expenses, chargeable to the Morrow Building, during its occupation by the Association. However, in the event that extraordinary or additional hydro expenses occur during a period when the Association has the exclusive use and occupancy of the Morrow Building, then the Association agrees that it will pay such exceptional or additional charges;
  - g. Permit the Association and members of the public to use the washrooms located within the Morrow Building.
- 3.4 Subject to the City's right to install parking metres on its property, including the Outdoor Market Area, the City shall not charge any fee to members of the public who attend the farmers' market.
- 3.5 In the event a collective agreement, to which the City is a party, requires the City to use unionised personnel to perform any maintenance activities envisioned by this Agreement which the Association currently performs, then the City shall be permitted to use its unionised personnel to perform such maintenance and the Association agrees to forthwith pay any reasonable invoice, as may be presented by the City from time-to-time, concerning such maintenance.

#### **ARTICLE 4 – OWNERSHIP**

- 4.1 The Association and the Society agree and acknowledge that the Corporation of City of Peterborough owns the Morrow Building, the land upon which it is situate, being the land described in Appendix "A".

#### **ARTICLE 5 – DAY-TO-DAY CONTACT**

- 5.1 The Association shall contact the following person, for the purpose of obtaining or receiving day-to-day direction concerning the operation of a farmers' market under this Agreement:

Manager, Peterborough Memorial Centre  
c/o The Memorial Centre

151 Lansdowne Street West  
Peterborough, ON K9J 1Y4

T: 705.742.7777 Ext. 2504  
F: 705.743.2196

## **ARTICLE 6 – INDEMNIFICATION**

- 6.1 The Association shall indemnify and save the City harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever, whether direct or indirect, which the City, its agents, servants or officers, may suffer as a result of the errors, omissions or the negligence of the Association, its members, agents, servants or officers, in the operation of a farmers' market under this Agreement.

## **ARTICLE 7 – INSURANCE**

- 7.1 The Association shall provide, maintain, and pay for all insurance coverage and the duration of each insurance policy shall be from the date of commencement of the Agreement until the date of termination. Prior to commencement of the Agreement, and upon any renewal, amendment, or extension of the Agreement, the Association shall promptly provide the City with confirmation of insurance coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.
- 7.2 Without limiting the generality of the foregoing the Association, at its expense, shall obtain and file with the City within thirty (30) days of the commencement of the Agreement and shall keep in force until the date of termination, comprehensive general liability insurance in respect of the operation of a farmers' market, (including all risks insurance for personal injury and property damage) with minimum inclusive limits of THREE MILLION DOLLARS (\$3,000,000.00). This general liability insurance policy shall name the "Corporation of the City of Peterborough" as an additional named insured.
- 7.3 Within thirty (30) days of executing this Agreement, the Association shall file a copy or certificate of such insurance policy or policies with the City. If the Association fails to provide or maintain the required insurance the City shall have the right to provide and maintain such insurance and give evidence to the Association. The Association shall pay the cost thereof to the City on demand.
- 7.4 The Association shall be responsible for deductible amounts under the policies of insurance.



## **ARTICLE 8 – RIGHT TO INSPECT**

8.1 The City and the Peterborough County-City Health Unit shall during the operation of the farmers' market have free and unfettered access to the Morrow Building and Outdoor Market Area at all times.

## **ARTICLE 9 – UNSATISFACTORY PERFORMANCE**

9.1 In the event the City is not satisfied by the Association's performance of its obligations under the agreement, it shall:

- a. Provide written notice to the Association outlining its concerns with Association's performance; and
- b. Before exercising any remedy under this agreement or at common law, provide the Association with twenty (20) calendar days to correct its performance.

## **ARTICLE 10 – PERMITS AND APPROVALS**

10.1 The Association shall at its sole risk and expense obtain all necessary governmental or other permits and approvals for the operation of the farmers' market. Where the operation of the farmers' market is subject to the approval or review of an authority, department, agency, tribunal, or government, other than the City, then any application for approval shall first be submitted to the City for the City's authorization. The Manager, Peterborough Memorial Centre shall review the application and provide such authorization if it:

- a. Conforms to this Agreement; and
- b. Does not contravene any applicable City by-law or City policy.

## **ARTICLE 11 – CITY'S RIGHT TO TERMINATE CONTRACT**

11.1 Without limiting the City's rights or remedies upon default by the Association pursuant to this agreement, the City may terminate this Agreement on written notice to the Association in the event that:

- a. The Association makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Association;
- b. The Association fails to institute appropriate corrective action forthwith after written notification by the City of any failure on the part of the

Association to comply with any of the terms and specifications of this Agreement;

- c. The Association abandons the Morrow Building or the Outdoor Market Area or fails to conduct a farmers' market on at least forty (40) Saturdays in each year of the Term;
- d. The Morrow Building is destroyed, or is otherwise rendered incapable of use, in whole or in part.

11.2 Notwithstanding 11.1(d), the City shall use its best efforts to make the Outdoor Market Area available to the Association upon the same terms and conditions as are contained in this Agreement.

## **ARTICLE 12 – CONSENT AND ACKNOWLEDGEMENTS BY THE SOCIETY**

12.1 The Society consents, without liability on its part for any payments to the City, to the terms and conditions of this Agreement and further hereby releases any and all claims it may now enjoy concerning the use of the Morrow Building during the Winter Period and to the Outdoor Market Area during the Summer Periods, save and except on one (1) Saturday during the Summer Period when the Agricultural Society shall be permitted to use the Morrow Building and the Outdoor Market Area for the purpose of holding the Peterborough Agricultural Exhibition. **(Reworded version of Article 6 from 1987 Agreement).**

12.2 The Society acknowledges and agrees that Section 20 of Bill Pr42, an Act of the Legislature of the Province of Ontario, authorizes the City and the Association to enter into an agreement concerning the operation, management and control of a farmers' market. **(NEW)**

12.3 The Society acknowledges and agrees that Section 20 of Bill Pr42, and this agreement jointly operate to permit the City to satisfy its obligations, as contained in Sections 17 and 18(a) of Bill Pr42, to provide the R. A. Morrow Park to the Society for the purpose of holding the Peterborough Agricultural Exhibition. **(NEW)**

**12.4 In the event the Society requires excess parking during the Peterborough Agricultural Exhibition, the City shall use its best efforts to make such excess parking available on City-owned land in the vicinity of Morrow Park.**

**12.5 In the event the Society desires to use the Morrow Building commencing on any Saturday during the Winter Period, the Society shall provide the City with thirty (30) days notice. Notwithstanding Article 2.3(a), the City and the Association shall use their best efforts to provide the Society with Vacant Use of the Morrow Building from 3:00 PM onwards.**

**12.6 In the event the Society desires to use the Morrow Building commencing before 3:00 PM on any one (1) Saturday during the Winter Term, it shall**

provide thirty (30) days notice to the City and the Association. In the event of such use by the Society, it shall compensate the City in an amount of four (4) days Base Rent, as adjusted in accordance with Article 2.3(d). If necessary, the City and the Association shall use their best efforts to find an alternative location for the Farmers' Market.

12.7 ~~Notwithstanding Articles 12.5 and 12.6, u~~Upon providing the City with thirty (30) days notice, ~~the Society may, during the Summer Season,~~ use the Morrow Building for a maximum of thirty (30) days, minus the number of Days the Society used the Morrow Building during the Winter Season, ~~during the Summer Season.~~

12.8 In the event the Society uses the Morrow Building on any Friday during the Winter Period, it shall at its own expense provide the Association with Vacant Use no later than 3:00 AM on Saturday morning and such use shall constitute two Days use of the Morrow Building.

### **ARTICLE 13 – SUCCESSORS AND ASSIGNMENT**

13.1 This Agreement shall enure to the benefit of, and be binding upon, the parties hereto, and except as hereinafter otherwise provided, the executors, administrators, successors and assigns of the parties.

13.2 If the Association is dissolved before its services hereunder have been completed, this Agreement shall automatically terminate as of the date of its dissolution.

13.4 Neither the Association nor the Society shall assign or sublet this Agreement, in whole or in part, without the written consent of the City.

### **ARTICLE 14 – ARBITRATION/DISPUTES**

14.1 ~~Notwithstanding Articles 14.1 to 14.6 inclusive, in the first instance a dispute between the parties relating to the interpretation or implementation of this agreement shall be addressed through good faith negotiation, with or without the assistance of a mediator. Failing agreement, the City shall decide all questions arising under this agreement. In the event the Association or the Society consider any such decision to be at variance with the provisions hereof or to have been given in error, it shall notify the City before proceeding to seek any remedy available under Article 14 or otherwise available at law. In the event the Association and/or the Society, as the case may be, fail to agree with the City's decision and the City directs the Association and/or the Society to perform any action or to refrain from performing any action, the Association and/or the Society, as the case may be, shall follow the City's direction and the aggrieved party(ies) may refer the dispute for decision by arbitration in accordance with the *Arbitrations Act* for the Province of Ontario or to a~~

court in the Province of Ontario, or as otherwise agreed to by the parties to the dispute.

- 14.2 No person shall be appointed or act as arbitrator or judge who is in any way interested, financially or otherwise, in the business or other affairs of the City, the Society or the Association.
- 14.3 The award of the arbitrator or judge shall be final and binding upon the parties.
- 14.4 The provisions of the **Arbitrations Act**, R.S.O. 1990, c. A.24, shall apply to the arbitration if this agreement is submitted to arbitration.
- 14.5 The matter in dispute shall be submitted to arbitration unless the parties agree on the terms of submission and hearing in a private court.

#### **ARTICLE 15 – NOTICES**

- 15.1 Any notice provided for under this Agreement shall be served by personal service, registered mail, or facsimile transmission:

**To the Association at:**

P.O. Box 1452  
Peterborough, ON  
K9J 7H6  
T: 705-742-3276

Attention: The President

**To the City at:**

The Corporation of the City of Peterborough  
City Hall  
500 George Street North  
Peterborough, Ontario K9H 3R9

Attention: City Clerk

T: 705.742.7777 Ext. 1820  
F: 705.742.4138

**With a Copy to:**

The Manager, Peterborough Memorial Centre  
c/o The Memorial Centre  
151 Lansdowne Street West  
Peterborough, Ontario K9J 1Y4

T: 705.742.7777 Ext. 2504  
F: 705.743.2196

**To the Society:**

The Peterborough Agricultural Society  
c/o the Peterborough Exhibition  
11 Roger Neilson Way  
Peterborough, Ontario K9J 0A4          Attention: The President

- 15.2 The Association and the Society shall advise the City in writing, in each year of the term, of its mailing address and the contact information for each of their officers.

**ARTICLE 16 – COMMENCEMENT**

- 16.1 The City shall be the last party to execute this agreement and it shall commence on the date it is executed by the City.

**ARTICLE 17 – OTHER AGREEMENTS**

- 17.1 Any and all other leases and agreements between the parties concerning the establishment and operation of a farmers' market in the Morrow Building or on the Outdoor Market Area are hereby terminated and replaced by the within agreement.

**ARTICLE 18 – SCHEDULES & APPENDICES**

- 18.1 Each schedule and appendix attached hereto, or amendments subsequently entered into, shall form part of this Agreement.

**THE NEXT ARTICLE IS ARTICLE 19**

**ARTICLE 19 – CHOICE OF LAW**

19.1 The applicable law of this agreement and any agreements subsequent to this agreement is that of the Province of Ontario.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

**THE CORPORATION OF THE  
CITY OF PETERBOROUGH**

\_\_\_\_\_  
D. Paul Ayotte, Mayor

\_\_\_\_\_  
Nancy Wright-Laking, City Clerk

**THE PETERBOROUGH AND  
DISTRICT FARMERS' MARKET  
ASSOCIATION**

\_\_\_\_\_  
[Martin Byer](#), President

\_\_\_\_\_  
, Treasurer  
I/We have the authority to bind the Association.

**THE PETERBOROUGH  
AGRICULTURAL SOCIETY**

\_\_\_\_\_  
Diane Armstrong, President

\_\_\_\_\_  
Debra Post, Vice-President  
I/We have the authority to bind the Society

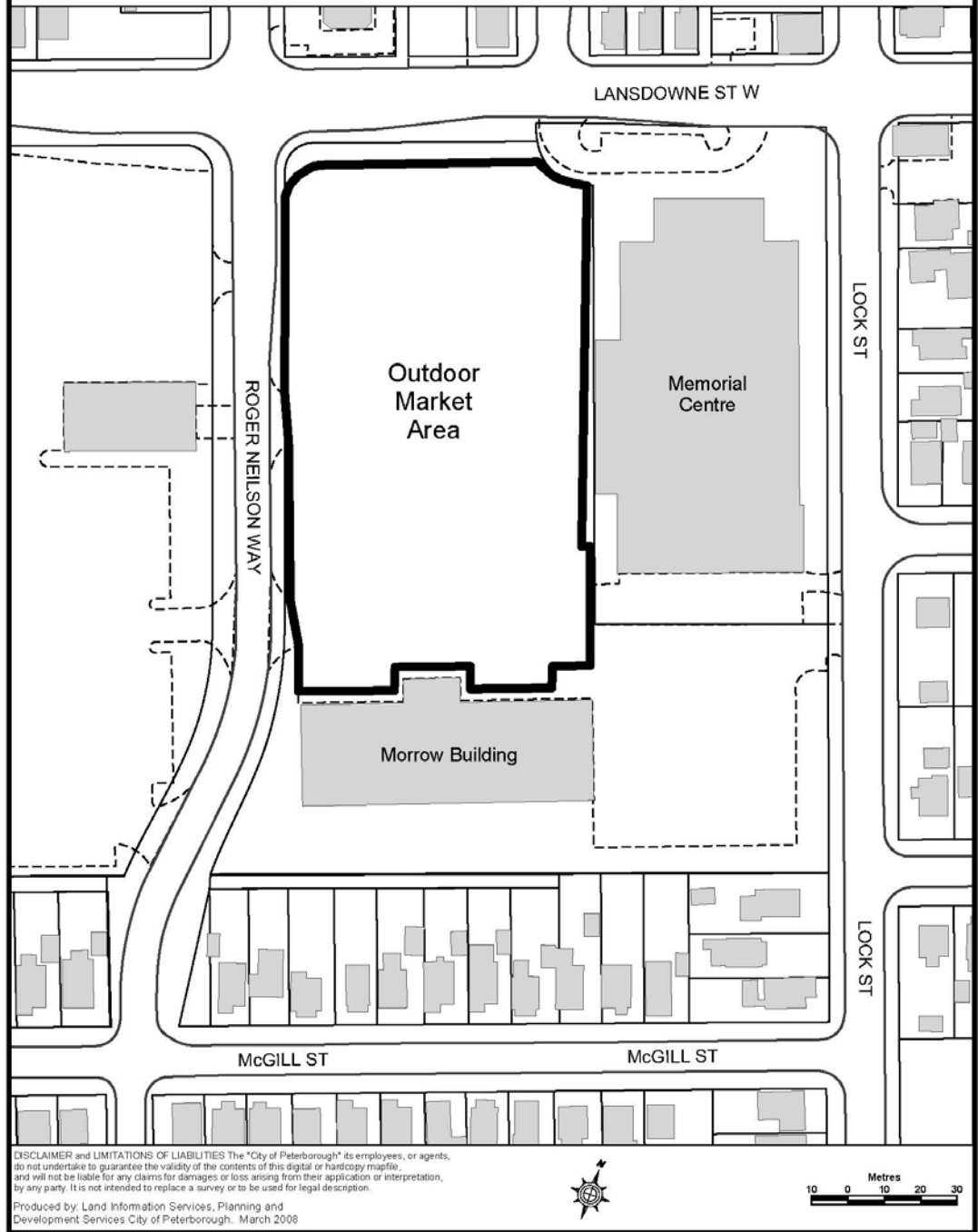
## **APPENDIX 'A'**

### **Legal Description of the Land Upon Which the Morrow Building and the Outdoor Market Area are Situate**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being part of Park Lots Eighteen, Nineteen and Twenty, in Lot Fourteen (14), Concession 11, formerly in the Township of North Monaghan, now City of Peterborough, County of Peterborough, more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan deposited at the Registry Office for the Registry Division of Peterborough (No. 45) on the 6<sup>th</sup> day of April 1983, as Number 45R-4709.

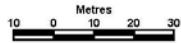
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# Schedule A Outdoor Market



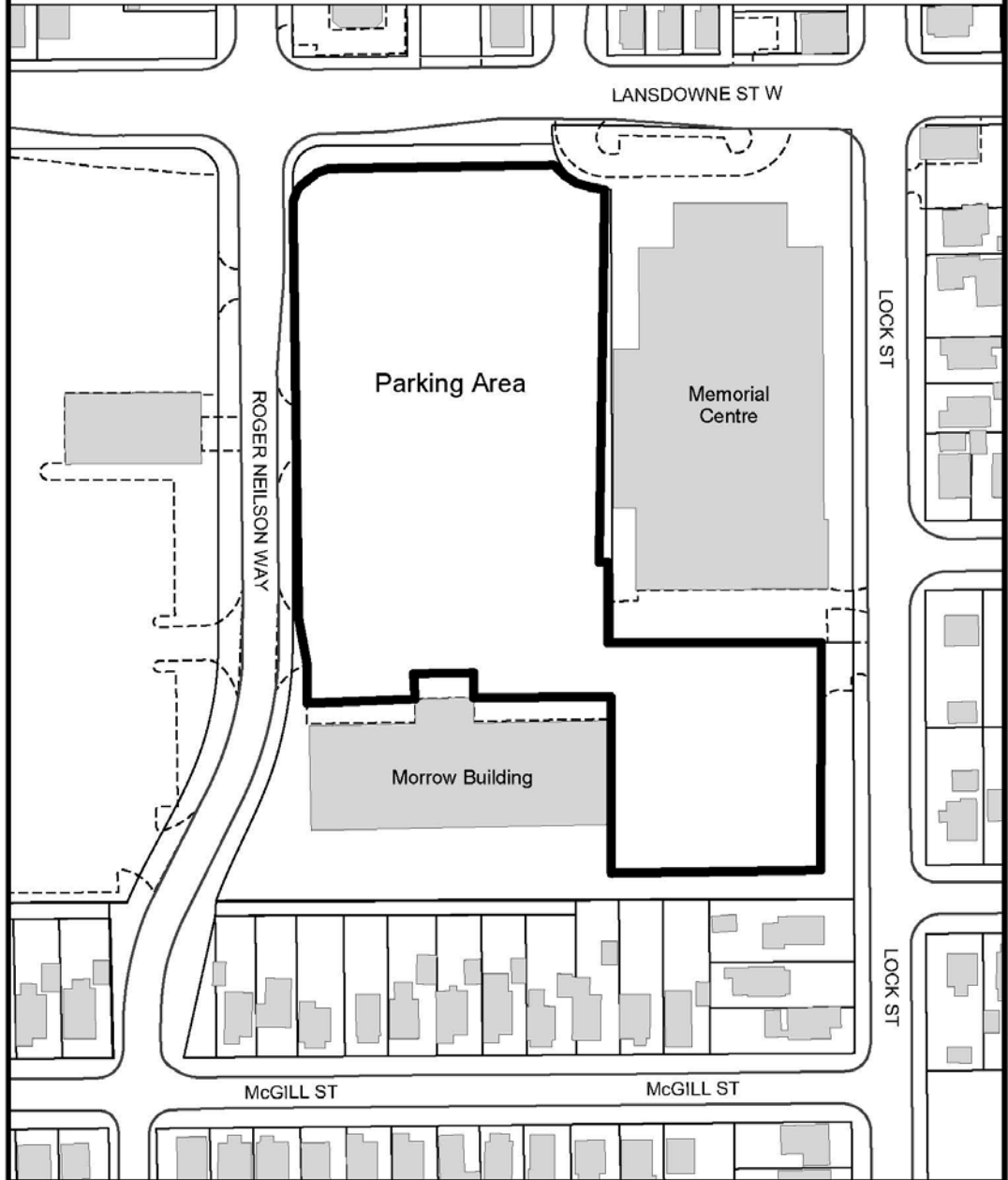
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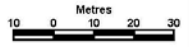


# Schedule B Parking Area

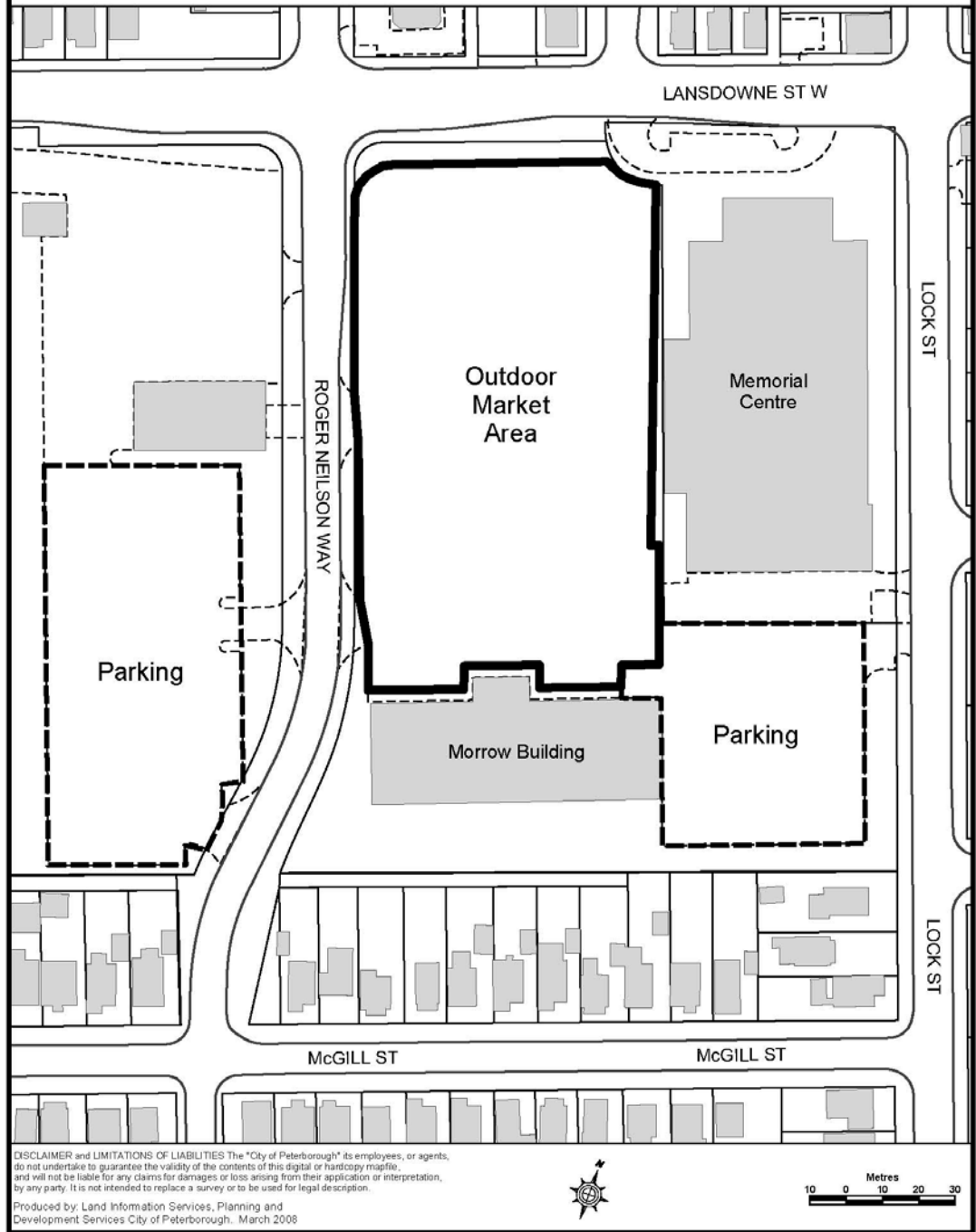


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# Schedule C Outdoor Market- Parking Areas



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