

Encroachment Agreement – Schedule A – By-law 2022-55

THIS AGREEMENT made this _____ day of _____, 2022, between Lawrence Ira Fuld and Bernie John Graham (the "Licensees") and the Municipality of East Ferris (the "Municipality").

WHEREAS:

1. The Licensee, Mr. Fuld, owns CON 15 PT LOT 14 PCL 2756W/F PT REM PCL 254 W/F PT ROAD ALL RP36R8093 REM PART 4 PT REM PCL 18425 W/F, known municipally as 118 Dugas Road, which currently has a garage located on the property where a corner of the structure extends beyond the rear property line and onto the municipal road allowance. The extent of this encroachment is in the range of 0.25m
2. The Municipality owns the adjacent road allowance on which Dugas Road is located;
3. The Licensee, Mr. Graham, owns FERRIS CON 15 PT LOT 14 PT BED OF TROUT LAKE RP 36R10465 PARTS 4 TO 6 RP 36R12563 PART 1 PCL 18755 W/F, known municipally as 120 Dugas Road;
4. Both Licensees jointly applied to the East Ferris Committee of Adjustment to facilitate the transfer of a portion of 118 Dugas Road to be added to 120 Dugas Road. The extent of the lands to be transferred are described as Part 1 & 2, Plan 36R-14958, PART OF BROKEN LOT 14 CON 15; TOWNSHIP OF EAST FERRIS, DISTRICT OF NIPISSING. This described area contains the garage structure which encroaches onto the municipal road allowance.
5. The East Ferris Committee of Adjustment approved applications for minor variance and a consent to sever to facilitate the above outlined transfer on August 17, 2022, conditional upon the municipality authorizing an encroachment agreement.
6. The Municipality agrees to permit the Encroachment of the existing garage structure to continue onto the road allowance on certain terms and conditions as set out herein.

IN CONSIDERATION the municipality grants, subject to the provisions set forth, to the Licensees, a License to permit the Encroachment upon the lands of the Municipality, subject to the following provisions:

1. This agreement acknowledges Mr. Fuld as the current owner of the land on which the encroaching structure is primarily located at the time of the writing of the agreement and Mr. Graham as the future owner of said land.
2. Although both Mr. Fuld and Mr. Graham are party to this agreement as Licensees, Mr. Graham will become the sole Licensee for the purpose of this agreement at the time which he takes over ownership of the lands described as Part 1 & 2, Plan 36R-14958, PART OF BROKEN LOT 14 CON 15; TOWNSHIP OF EAST FERRIS, DISTRICT OF NIPISSING.
3. The term of this License shall expire on the date of removal of the Encroachment by the Licensee.
4. This Agreement and its registration, with the exception of Municipal fees, shall be at the cost of the Licensees.
5. The Licensee shall make no additions or modifications to the Encroachment, with the exception of any work required to keep the structure in a good state of repair.
6. The Municipality shall not be responsible for the maintenance of the garage or any issue or cost that may arise with respect to the garage.
7. The location of the sheds and the encroachment will be in the general area of Part 2 Plan 36R14958, shown on Schedule 'A' of this agreement.
8. The Licensee shall at all times fully indemnify and save harmless the Municipality against all actions, suits, claims and demands whatsoever which may be brought against

or made upon the Municipality and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Municipality for or by reason of or on account of the permission hereby granted to the Licensee or the exercise by the Licensee of such permission or the erection and maintenance of the Encroachment and appurtenances thereto or anything in any matter relating thereto.

- 9. Nothing contained in this agreement shall be construed as giving to the Licensee or its successors in title, anything more than permission to maintain the Encroachment until such time as this agreement expires or is terminated.
- 10. The Licensees agree that at the time the garage is removed or relocated, it shall be at the Licensee's sole expense.
- 11. The parties acknowledge and agree that this License does not in any way whatsoever diminish the rights of the Municipality, or any gas, telephone, cable, municipal electricity company or other public utility company, their respective officers, servants, workers, employees, agents and contractors, to enter at all times upon the road allowance for the purpose of constructing, repairing, maintaining, replacing or removing any sewers, mains, culverts, drains, water pipes, gas pipes, poles, wires or other underground services and installations and appurtenances thereto.
- 12. The Licensees covenants and agrees to assign and to transfer this agreement to any successor or assignee of the lands and premises described in Schedule "A" and will obtain from such successor or assignee a covenant in favor of the Municipality that the successor or assignee will be bound by all of the terms and conditions of this agreement.
- 13. The Licensee consents to the registration of this agreement against the title to the lands described in this agreement and shown on Schedule "A" attached to this License agreement. This will take place once the consent application has been finalized and the lands have transferred to Mr. Graham.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

This Agreement made on the _____ day of _____, 2022.

Pauline Rochefort, Mayor
Municipality of East Ferris

Lawrence Ira Fuld
Owner, 118 Dugas Road

Monica L. Hawkins, Clerk
Municipality of East Ferris

Bernie John Graham
Owner, 120 Dugas Road

Schedule A

