



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

Regular Meeting of Council

Monday, August 13, 2012

Following Public Meeting

Municipal Office Council Chambers, Kenilworth

SUPPLEMENTARY AGENDA

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AGENDA ITEM	PAGE NO.
<p><u>BY-LAWS</u></p> <p>5. 58-12 Being a By-law to Authorize an Encroachment Agreement onto Parkside Drive (Mount Forest) (450 Parkside Drive – Howlett)</p>	

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 58-12

**BEING A BY-LAW TO AUTHORIZE AN ENCROACHMENT
AGREEMENT ONTO PARKSIDE DRIVE (MOUNT FOREST) (450
Parkside Drive – Howlett)**

WHEREAS The Corporation is a lower tier municipality and Subsection 11(3) of the Municipal Act, 2001 as amended (hereinafter called “the Act”) authorizes it to pass by-laws with respect to matters within the highways sphere of jurisdiction.

AND WHEREAS there is a porch attached to the single family residence at 450 Parkside Drive, Mount Forest, Ontario that encroaches in part onto Parkside Drive and the owners have requested the Township to allow the encroachment to continue and the Township is prepared to do so on specified terms.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH hereby enacts as follows:**

1. That The Corporation of the Township of Wellington North shall enter into an encroachment agreement with Jason Robert Howlett and Courtney Ann Howlett in the form of the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk are hereby authorized and directed to sign the said Agreement on behalf of Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 13TH DAY OF AUGUST, 2012.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 58-12
SCHEDULE 1**

THIS AGREEMENT made as of the _____ day of _____, 2012.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
hereinafter called "Wellington North"

OF THE FIRST PART

-and-

JASON ROBERT HOWLETT and COURTNEY ANN HOWLETT
hereinafter called "the Owners"

OF THE SECOND PART

WHEREAS the Owners are the owners of the property at 450 Parkside Drive, Mount Forest, Ontario being Part of Lot 6, east of North Market Street according to the Plan for the Town of Mount Forest as described in registered Instrument No. RO764434 ("the property").

AND WHEREAS there is a single family residence situated on the property attached to which is an existing front porch area which partially encroaches onto the municipal street known as Parkside Drive.

AND WHEREAS the encroachment is comprised of a rectangular area of Parkside Drive measuring 4.1 feet westerly from the easterly limit of Parkside Drive and 34.1 feet wide, the said width being determined by the extension westerly to Parkside Drive of the northerly and southerly walls of the said residence ("the encroachment area").

AND WHEREAS the Owners have requested Wellington North to enter into an agreement allowing the continuation of the encroachment and Wellington North is willing to do so upon the limitations and terms of this Agreement.

IN CONSIDERATION OF the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Wellington North will allow the said existing front porch encroachment onto the encroachment area as a licence for such period of time as it and the said residence continue to exist.
2. In the event that the said residence becomes demolished then the Owners shall forthwith terminate the encroachment by removing it from the encroachment area.
3. The Owners shall not replace the said existing porch with a new or different porch, but they may repair or renovate it from time to time during the lifetime of the said residence.
4. The said encroachment into the encroachment area shall be maintained by the Owners in sound, neat and safe condition and the Owners agree and acknowledge that, in consideration for Wellington North entering into the within Agreement, they have no proprietary interest whatsoever in Parkside Drive and they undertake and agree not to make at any time any claim or

demand regarding any interest in Parkside Drive apart from the rights given and limited by this Agreement.

- 5. The Owners will indemnify and save Wellington North harmless from all claims for damages sustained by any person by reason of the permission granted herein in respect of the said encroachment into the encroachment area, and covenant that they will have in place a policy of general liability insurance covering the Owners and the property and including the said porch encroachment in an amount at least equal to the sum of \$1,000,000.00 inclusive of all injuries or death to persons and damage to the property of others arising from any one occurrence.
- 6. The Owners consent to the registration of Notice of this Agreement on the title to the property.
- 7. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors, heirs, executors, estate trustees and assigns.

IN WITNESS WHEREOF Wellington North has signed this Agreement through its authorized officers.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Per:

Mayor, Raymond Tout

Clerk, Lorraine Heinbuch

IN WITNESS WHEREOF Jason Robert Howlett and Courtney Ann Howlett have signed this Agreement.

Witness

Jason Robert Howlett

Witness

Courtney Ann Howlett