

THIS ENCROACHMENT AGREEMENT made this 14th day of June 2018

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

Hereinafter called the "Town" of the first part,

- AND -

Incorporated Synod of the Diocese of Huron

Hereinafter called the "Owner" of the second part.

WHEREAS incorporated Synod of the Diocese of Huron is the owner of the lands described as Lot 14 Southwest Side of Webb Street Town of Harriston now the Town of Minto, in the County of Wellington, assigned Property Identifier Number 71031- 0143 LT, situated municipally at Young Street and Webb Street

WHEREAS a portion of a garage presently erected on the Owner's property encroaches onto Young Street and

WHEREAS the Owner has made application to the Town for the right and licence to maintain said encroachment during the time of the encroachment.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the Town and the Owner mutually covenant and agree as follows:

1. That the Owner shall have the right and licence to keep the one storey detached garage in its present location, encroaching onto Young Street, said lands described Lot 14 Southwest Side of Webb Street in the former Town of Harriston now Town of Minto, in the County of Wellington, Property Identifier Number 71031- 0143 LT, as shown on the print of an undated survey dated prepared by Van Harten Surveying Inc. attached hereto as Schedule "A", PROVIDED THAT this right and licence shall apply only for so long as the building now on the property continues to stand.
2. That other than the right and licence referred to in Paragraph 1 hereof, the Owner shall not, pursuant to this agreement acquire any easement or other rights in and to those portions of Young Street onto which the detached garage encroaches.
3. That in the event any existing municipal or private service located within the Young Street Road allowance near or on the subject property has to be repaired or replaced by the Town, the Town shall be responsible for the repair or replacement of said service to within a reasonable distance from the encroachment so that the encroachment will not be damaged by the work done by the Town, and the Owner shall be responsible for the continuation of the repair or replacement work from that point. In the event the municipal or private service cannot be repaired or replaced without removal of the encroachment, then the Owner shall remove the shed at his/her sole cost and expense upon receipt in writing the Town's request to do so. In the event the encroachment is not removed, and written notice has been given, the Town may remove the encroachment and charge the cost of same against the lands for recovery in a like manner to taxes.

4. That the Owner shall notify the Town in writing of any change of ownership of any part or all of the lands more particularly described in Clause 1 hereof.
5. That the Owner hereby releases the Town from any and all liability and obligation for any and all loss, damage or injury, including death to persons, that happens as a result of or rises out of the Town granting this licence to the Owner.
6. That the Owner hereby covenants and agrees to indemnify and save harmless the Town from any and all liability, costs, causes of action and damage whatsoever arising out of the Town granting this licence to the Owner.
7. That the Owner shall make no claim against the Town in respect of damage to said encroachments, arising from snow removal, road maintenance, or other such similar activities of the Town's employees or contractors on said street.
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns, respectively, as owners from time to time of all or any part of the lands more particularly described in Schedule "A" and Clause 1 hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this 14th day of June 2018.

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) Incorporated Synod of the Diocese of Huron
) Per:
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) THE CORPORATION OF THE TOWN OF MINTO
) Per:
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) Mayor, George Bridge
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) CAO/Clerk, Bill White
)
) We have authority to bind the corporation

KEYMAP

SUBJECT PROPERTY

SCALE 1 : 300

NOTES:

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. SUBJECT LANDS ARE ZONED LOW DENSITY RESIDENTIAL (R1C).
3. SUBJECT LANDS HAVE A LOCAL OFFICIAL PLAN DESIGNATION OF RESIDENTIAL.
4. SUBJECT LANDS HAVE A COUNTY OFFICIAL PLAN DESIGNATION OF URBAN CENTRE.
5. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
6. DIMENSIONS ON THIS SKETCH ARE BASED ON SURVEY COMPLETED BY VAN HARTEN SURVEYING INC.

THIS SKETCH WAS PREPARED ON THE 4TH DAY OF JUNE, 2018.

JERREY E. BUSMAN
ONTAIO LAND SURVEYOR

Van Harten
SURVEYING INC.
LAND SURVEYORS AND ENGINEERS

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