

TOWNSHIP OF ST. CLAIR

BY-LAW NUMBER 23 of 2011

Being a by-law to authorize execution of an Encroachment Agreement with Daniel and Krista Turner for property referred to as Plan 25M21 Block 49, Township of St. Clair

WHEREAS it is deemed expedient that the Corporation of the Township of St. Clair enter into an Encroachment Agreement with Daniel and Krista Turner for property identified as Block 49, Plan 25M21, Township of St. Clair.


NOW THEREFORE the Council of the Corporation of the Township of St. Clair enacts as follows:

1. That the Corporation of the Township of St. Clair enter into an agreement with Daniel and Krista Turner in the form of an agreement, a copy of which is annexed hereto and marked as Schedule "I" to this by-law.
2. That the Mayor and Clerk are authorized to execute such agreement, and to affix the Corporate seal of the Corporation thereto.
3. This by-law shall come into force and take effect upon the final passing thereof.

FINALLY PASSED this 18th day of April 2011.



MAYOR



CLERK

Schedule A to By-law # 23 of 2011

Lands encroaching on Township property known as Lot 15, Plan 25M21

Lands owned by Township on which encroachment is acknowledged and permitted by agreement known as Block 49, Plan 25M21

THIS IS SCHEDULE "I" TO BY-LAW NUMBER 23 OF 2011 OF THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

AGREEMENT made this 19th day of January , 2011

B E T W E E N:

DANIEL TURNER and
KRISTA TURNER
599 Maple Drive
Corunna, ON

(Hereinafter called the "OWNER")
OF THE FIRST PART

- And -

THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

(Hereinafter called the "Township")
OF THE SECOND PART

WHEREAS the Owner has requested the Township to authorize the Owner to maintain the encroachment of a wooden fence located upon the lands described in Schedule "A" to this Agreement. The said lands encroach upon the Township lands constituting a walkway, in the geographic Township of Moore, Township of St. Clair.

AND WHEREAS By-law Number 23 of 2011 has been enacted by The Corporation of the Township of St. Clair with respect to such encroachment;

AND WHEREAS the Owner is willing to indemnify and save harmless the Township from all losses, costs and damages which might arise by reason of such encroachment;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and authority granted by the said By-law Number 23 of 2011 of the Township of St. Clair, the Owner covenants and agrees:

1. To indemnify and save harmless the Township from all claims, demands, losses, costs, charges and expenses which the Township may sustain, incur or be liable for in consequence of the authorization given by the By-law to maintain the said encroachment.
2. The permission granted by this by-law shall enure to the benefit of and the obligations resulting therefrom as set out be binding upon the heirs, executors, administrators, successors and assigns of the Owner and the Township.
3. Notwithstanding anything herein contained, the permission to maintain and use the said encroachment shall be terminated and the Owners shall restore the lands occupied by such encroachment to a suitable condition for use by the Township upon the Township of giving three (3) months written notice to the Owner that the lands occupied by such encroachment are required for municipal purposes.

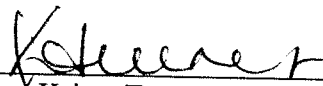
4. The wooden fence located on the said encroachment shall be maintained at the sole expense of the owner.
5. The said fence shall not be altered, changed or modified without the express written consent of the Township and the extent of the encroachment shall not exceed 3 inches.
6. This agreement shall be registered on title at the expense of the owner.
7. The owner by virtue of this encroachment agreement will not attempt to claim ownership of the Township lands by virtue of the principles of adverse possession.
8. Failure to comply with any of the terms of this agreement may result in the Township declaring this agreement void and may require the removal of the fence at the owners' expense or in the alternative the Township may remove the fence and recover the costs as taxes.
9. This agreement affects the lands described in Schedule "A" annexed hereto.
10. This agreement shall come into force and effect upon the authorization by-law being passed.

SIGNED, SEALED AND DELIVERED

In the presence of:



Daniel Turner

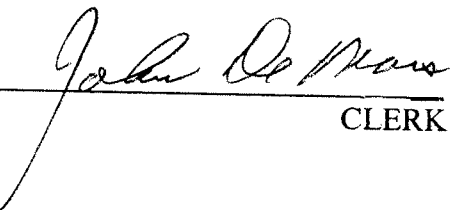


Krista Turner

CORPORATION OF THE
TOWNSHIP OF ST. CLAIR



MAYOR



CLERK