

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 20-1500

Being a by-law to authorize the Execution and Registration of an Encroachment Agreement for the lands known as 12 Parkwood Lane and the Corporation of the Municipality of Temagami for the Occupation of Land.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Municipality of Temagami deems it advisable to execute an encroachment agreement with the owner of 12 Parkwood Lane for the encroachment of a constructed garage which occupies land on the road allowance of Harmony Ave;

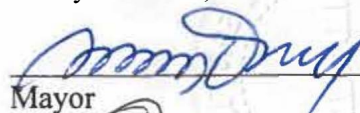
AND WHEREAS the executed agreement shall be registered on title and binding on the property owners and its successors;

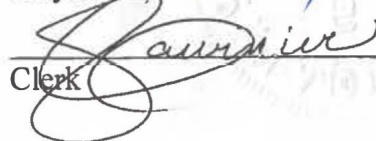
NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 12th day of March, 2020

READ A SECOND AND THIRD time and finally passed this 12th day of March, 2020



Mayor


Clerk

SCHEDULE "A"
BY-LAW 20-1500

THIS ENCROACHMENT AGREEMENT is made in duplicate this 20 day of
March, 2020

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0
(hereinafter called "the Municipality")

- and -

PAUL HAMEL
P.O. BOX 506, 12 PARKWOOD LANE, TEMAGAMI, ON, P0H 2H0
(hereinafter called "the Owner")

THAT the Owner and the Municipality shall undertake and agree as follows:

RECITALS

- a) The Owner is the registered and beneficial owner of 12 Parkwood Lane legally described as: PCL14568 SEC NIP; LT 189 PL M66 STRATHY EXCEPTING THE MINES AND MINERALS AND MINING RIGHTS TO THE TEMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION; TEMAGAMI; DISTRICT OF NIPISSING (hereinafter called the "Property");
- b) The Owner has made a Subject Improvement to the Property, including the construction of a Garage (collectively the "Subject Improvement"), as illustrated in Appendix "A", which encroaches upon the road allowance for Harmony Avenue, the abutting dedicated municipal road. The Municipality is the registered owner of the municipal road (collectively known as Harmony Avenue). The subject improvement is not to be enlarged/expanded in any way for the duration of this Agreement;
- c) The Municipality is prepared to permit the Subject Improvement to continue to encroach upon the dedicated road. A sketch illustrating the Subject Improvement are hereto attached as Appendix "A" to this Encroachment Agreement.
- d) The Municipality is the registered owner of the municipal road (collectively known as Parkwood Lane), which encroaches upon the Owners property.

TERMS AND CONDITIONS

- 1) The Owner acknowledges that for the duration of time that the Subject Improvement continue to encroach upon the dedicated municipal road and acknowledges and permits the encroachment of Parkwood Lane on the Owner's property.
- 2) The Owner will not impede passage over Parkwood Lane, or Harmony Avenue and will keep the area clean of debris, garbage, obstructions, and shall not in any way block passage over the road. If the Owner blocks passage, and the Municipality has to clear away debris/obstructions, then the Owner shall be responsible for any expenses incurred for the removal of the material;
- 3) In the event the Municipality delivers written notice to the Owner that the Municipality requires for municipal work purposes any portion of the dedicated municipal road, which is affected by the Subject Improvement, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Subject Improvement in a manner-acceptable to the Municipality, acting reasonably, or in the alternative, remove the Subject Improvement therefrom;
- 4) The Owner shall be responsible for the maintenance and repair of the Subject Improvement and all related expenses. If the lack of repair of the Subject Improvement makes it difficult to grade/plow/travel over the road then the Municipality might incur expenses in order to carry out the repairs. The Owner shall be responsible for any expenses incurred for the repairs;

SCHEDULE "A"
BY-LAW 26-1500

- 5) The Owner shall indemnify the Municipality against all liabilities, claims, damages, losses, charges or expenses whatsoever suffered by the Municipality arising either directly or indirectly out of the Owner's occupation of the Municipal Lands, or out of any act or neglect of the Owner or its invitees or licensees in and about the Municipality's Lands, or arising out of any breach, violation or non-performance of any of the terms of this Agreement by the Owners, or its agents, or any damage to the person or property of the Municipality or the Municipal servants, employees, agents, invitees or licensees, other than by reason of negligence of the Municipality;
- 6) The Municipality shall not be liable nor responsible in any way for any loss, claim, damage, injury or expense to any property belonging to the Owner or to any other person during the term of this Agreement unless such loss, damage or injury has been caused by the negligence of the Municipality or the Municipality's employees, servants or agents;
- 7) The Owner assumes the risk of injury or damages and related reasonable legal fees of the Municipality to defend against third party claims, arising out of the Owner's use of the Municipality's Lands except to the extent that the injury or damages area caused by the Municipality's negligence;
- 8) The Owner covenants and agrees that this encroachment agreement is restricted to the existing Subject Improvement and the use, maintenance and repair thereof, not any expansions or further improvements thereto;
- 9) This encroachment agreement shall be binding upon the owner, its successors and assigns and shall not expire until the date upon which the Subject Improvement are demolished or otherwise removed.

WITNESS the signature and seal of the parties hereto.

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

my Whitley
Witness

[Signature]
Mayor, Dan O'Mara
[Signature]
Municipal Clerk, Suzie Fournier
[Signature]
Paul Hamel, Owner

Print Name: PAUL HAMEL

APPENDIX "A"
To this Encroachment Agreement

ILLUSTRATION OF ENCROACHMENT

APPENDIX "A"

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
00819980243	5213541.954	591846.212
01019790387	5212622.876	591670.400
UTM ZONE 17, NAD83(ORIGINAL)		

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO UTM ZONE 17, NAD83(ORIGINAL).

COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.

POINT ID	NORTHING	EASTING
A	5213077.85	591780.87
B	5213078.68	591845.32
C	5213040.06	591785.31
D	5213041.56	591906.06

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 36R-N33M

RECEIVED AND DEPOSITED

DATE: JUNE 3, 2019

DATE: June-20th 2020

RYAN SEGUIN
ONTARIO LAND SURVEYOR

XK Lee tom'
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIPISSING (No. 36)

SCHEDULE

PART	LOT	PLAN	PIN	AREA (m ²)
1	PART OF THIRD AVE	REGISTERED PLAN M-66	PART OF PIN 49005-0837 (LT)	61.6
2	PART OF LOT 189	REGISTERED PLAN M-66	PART OF PIN 49005-0313 (LT)	55.4

GEOGRAPHIC TOWNSHIP OF TEMAGAMI

PIN SUMMARY - PART 1 COMPRISES PART OF PIN 49005-0837 (LT).
PART 2 COMPRISES PART OF PIN 49005-0313 (LT).

PLAN OF SURVEY OF PART OF LOT 189 REGISTERED PLAN M-66 TOWNSHIP OF TEMAGAMI DISTRICT OF NIPISSING

SCALE 1 : 250 METRES



SURVEYORS ON SITE INC.

LEGEND

- MONUMENT FOUND
- MONUMENT PLANTED
- SSIB SHORT STANDARD IRON BAR
- SIB STANDARD IRON BAR
- IB IRON BAR
- P DENOTES PLAN 36R-5186
- M MEASURED
- S SET
- OU ORIGIN UNKNOWN
- SC H. SUTCLIFFE LTD., O.L.S.
- FNE FOUND NO EVIDENCE

NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99965837.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS HCM00819980243 & HCM01019790387 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(ORIGINAL).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
P - 0-58'50" COUNTER CLOCKWISE

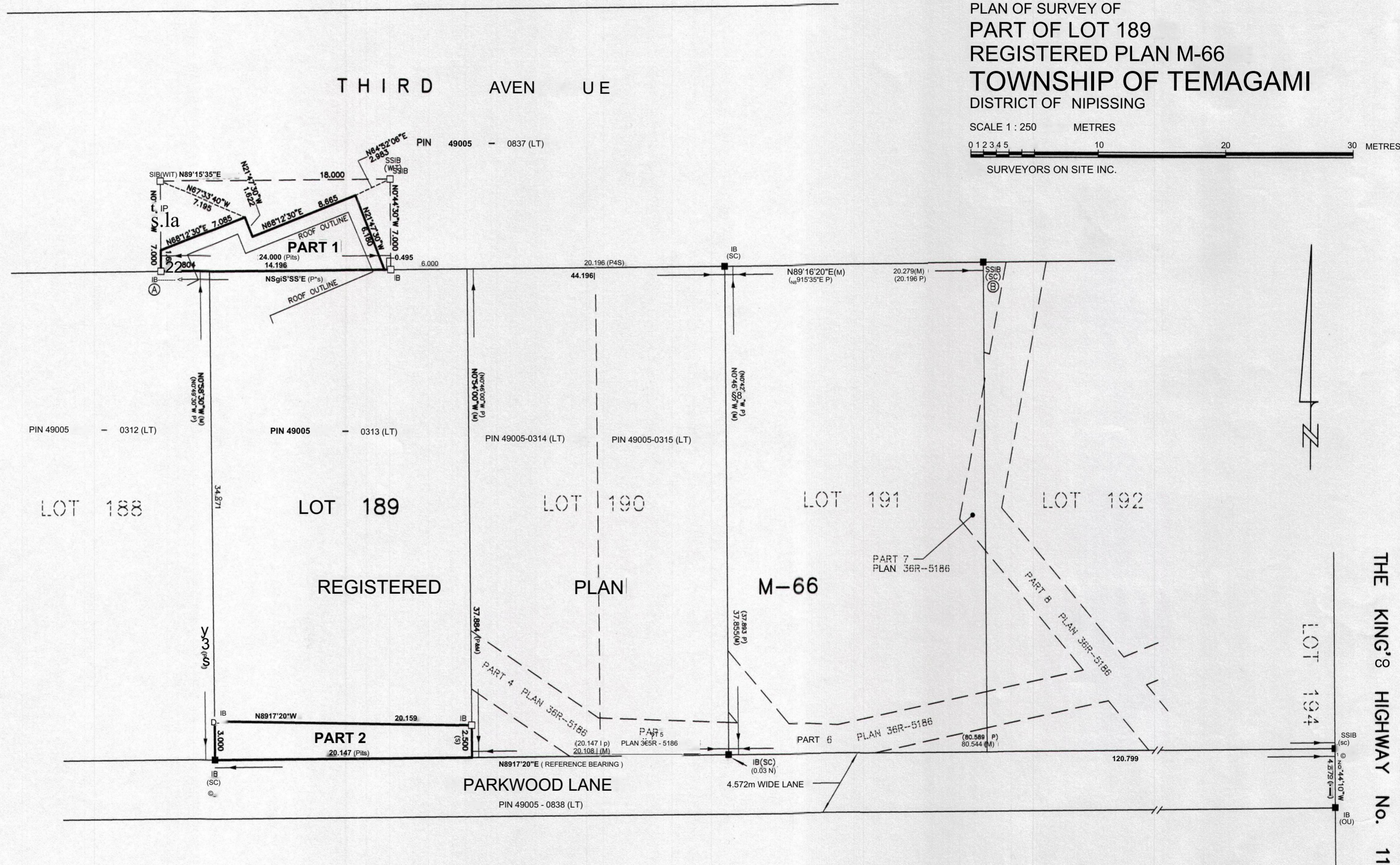
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 8th DAY OF JANUARY, 2019.

JANUARY 15, 2019
NEW LISKEARD, ONTARIO

RYAN SEGUIN
ONTARIO LAND SURVEYOR



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