

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 21-1583

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**Being a bylaw to authorize the execution of an agreement with Jarrod Pandolfo and  
Pauline Ann Lockhart.**

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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 under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;


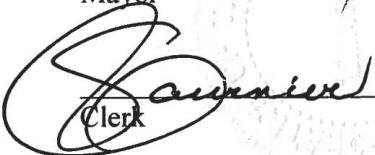
AND WHEREAS the Council of the Municipality of Temagami deems it has, by resolution 21-296 passed on July 29, 2021, accepted the agreement with Jarrod Pandolfo and Pauline Ann Lockhart.;

NOW THEREFORE the Council of The Corporation of the Municipality of Temagami hereby enacts the following:

1. That the Mayor and Clerk are hereby authorized to execute the Encroachment Agreement with Jarrod Pandolfo and Pauline Ann Lockhart., a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. 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.

TAKEN AS READ A FIRST TIME this 18<sup>th</sup> day of November, 2021.

READ A SECOND AND THIRD time and finally passed this 18<sup>th</sup> day of November, 2021.

  
Mayor  
  
Clerk

  
November.

**THIS ENCROACHMENT AGREEMENT** is made in duplicate this /<sup>4</sup>day of October, 2021.

BETWEEN:

PAULINE ANN LOCKHART

(hereinafter referred to as the “Grantor(s)”)

- and -

JARROD PANDOLFO

(hereinafter referred to as the “Grantee(s)”)

-and-

THE MUNICIPALITY OF TEMAGAMI

(hereinafter referred to as the “Municipality”)

**WHEREAS** the Grantor(s) is the registered owner of the lands legally described as Parcel 27401 in the Register for Nipissing; being Part of Lot 314, Plan M66 Strathy, designated as Part 1 on Plan 36R8179, subject to LT347863, in the Municipality of Temagami, District of Nipissing, being PIN 49005-0416, and municipally known as 6716 Highway 11 North, Temagami, Ontario;

**AND WHEREAS** the Grantee(s) is the registered owner of lands legally described as:

Firstly: Parcel 16995 in the Register for Nipissing, being the North 62.25 feet of Lot 314, Plan M66 Strathy, except MRO & except Part 1 on Plan 36R8179, subject to LT347864, in the Municipality of Temagami, District of Nipissing, being PIN 49005-0415

Secondly: Parcel 28340 in the Register for Nipissing, being Part of Fourth Avenue, Plan M66 Strathy, designated as Part 1 Plan 36R9672 as closed by LT339815, subject to LT347864 in the Municipality of Temagami, District of Nipissing, being PIN 49005-0194, and

Thirdly: Parcel 28087 in the Register for Nipissing, being Part of Fourth Avenue, Plan M66 Strathy, designated as Part 1 on Plan 36R8608 as closed by LT329553, subject to LT347864, in the Municipality of Temagami, District of Nipissing, being PIN 49005-0193,

all of which is municipally known as 6718 A & B Highway 11 North, Temagami, Ontario.

**AND WHEREAS** the Grantee(s) requires the building of a wheelchair accessibility ramp which will encroach on said Part I on Plan 36R8179 (referred to as “Subject Improvement”).

**WITNESSETH** that, in consideration of the sum of two dollars paid by the Grantee(s) to the Grantor(s), the receipt of whereof is hereby acknowledged, and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The above recitals form part of this agreement;
2. The Grantor(s) accepts any adverse possession that may have previously existed prior to the signing of this agreement;
3. The Grantor(s) will not impede passage of the Subject Improvement and will keep the area clean of debris, garbage, obstructions, and shall not in any way block passage over the Subject Improvement;
4. In the event that Grantee(s) delivers written notice to the Grantor(s) that the Grantee(s) requires work which affects the Subject Improvement, the Grantee(s) shall, at its sole cost and expense, address the Subject Improvement in a manner acceptable to the Grantor(s);
5. The Grantee(s) 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, the Grantee(s) shall be responsible for any expenses incurred for repairs and maintenance;
6. If the Grantor(s) is required by the Municipality or by Government Standards to make changes to the front of his/her building, including requirements to have the property be wheelchair accessible, the Grantor(s) shall co-operate and make all reasonable efforts to allow the Grantor(s) to make the necessary changes. If the Grantor(s) cannot reasonably build a wheelchair accessible ramp without making alterations to the Grantee(s) Subject Improvement, the Grantor(s) and Grantee(s) shall co-operate and shall agree to alterations that require the lowest cost to both parties.

7. The Grantor(s) agrees to pennit the continued existence and use by the Grantee(s) of the above encroachment for a term of ten (10) years calculated from November 1, 2020, less one day, for the purpose of accessing the property by the Grantee(s) and the general public;
8. The Grantor(s) conveys, releases, assigns, grants and confirms to the Grantee(s), for the same term of ten (10) years, less one day, full power, license, easement or right-of-way, at all reasonable times hereinafter for the Grantee(s), his servants, employees and workmen, to enter upon and use that portion of the lands of the Grantor(s) known as Part 1 on Plan 36R8179, for the sole purpose of repairing, painting, altering, and maintaining the above encroaching wheelchair accessibility ramp shall be occasioned;
9. The Grantee(s) agrees that, in the exercise of his rights and privileges, he will utilize as much as is possible on the northerly four (4') feet from front to back of Part 1 on Plan 36R8179, and will compensate the Grantor(s) for any damage to Part 1 on Plan 36R8179;
10. The Grantors shall not be liable nor responsible in any way for any loss, claim, damage, injury or expense to any property belonging to the Grantee(s) 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 Grantor(s) or the Grantor(s) employees, servants or agents;
11. The Grantee(s) assumes the risk of injury or damages and related reasonable legal fees of the Grantor(s) to defend against third party claims arising out of the Grantee(s) use of the Subject Improvement except to the extent that the injury or damages area caused by the Grantor(s) negligence;
12. The Grantor and the Grantee, being the registered owners of the properties on which the limiting distance is measured, and the Municipality, enter into this agreement in which such owners agree that:
  - a) The Agreement shall not be amended or deleted from title without the consent of the Municipality; and
  - b) The owners will comply with such other conditions as the Municipality considers necessary, including indemnification of the Municipality by the other parties.

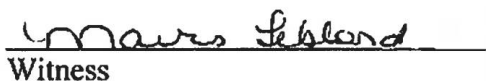
13. The parties hereto agree that this indenture shall enure to the benefit of and be binding upon the parties hereto, their executors, administrators, and assigns respectively and also enure to the benefit of and be binding upon any subsequent purchasers or mortgagees of the lands of the Grantor(s) or of the Grantee(s).
14. The parties agree that the covenants and conditions herein shall run with the lands of the herein parties for the term expressed herein.
15. The Grantee(s) covenant(s) and agree(s) 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;
16. The grantor(s) certifies that she is at least eighteen (18) years old, is a spouse and the property is not ordinarily used as the matrimonial home.
17. The grantee(s) certifies that he is at least eighteen (18) years old and is not a spouse.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, this / day <sup>8</sup> of

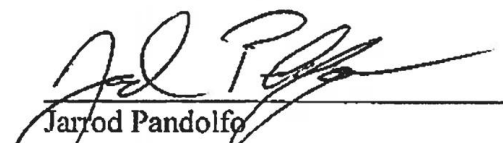
~~October~~, 2021  
*NOVEMBER*

SIGNED, SEALED AND DELIVERED )  
 in the presence of )

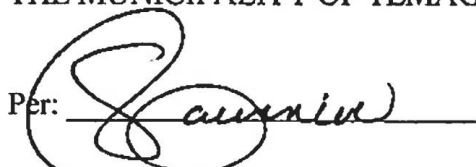
  
 Witness

  
 Witness

  
 Pauline Ann Lockhart

  
 Jarrod Pandolfo

THE MUNICIPALITY OF TEMAGAMI

Per:   
 Suzie Fournier  
 KYI t\* n t'e, p a. / Clerk