

ENCROACHMENT AGREEMENT
11669 County Road 18 (also known as Dundela Road), Iroquois, Ontario

BETWEEN:

1737814 ONTARIO INC.
(hereinafter referred to as “the Land Owner”)

AND:

**UNITED COUNTIES OF STORMONT, DUNDAS AND
GLENGARRY**
(hereinafter referred to as “the United Counties”)

WHEREAS the Land Owner is the registered owner of the property municipally identified as 11669 County Road 18 (also known as Dundela Road), Iroquois, Ontario, which property is legally described as Part of Lot 7, Concession 5 Matilda, as in DR114335, lying North of Parts 18 & 20, Plan 8R-361 and Part of the Forced Road, United Counties of Stormont, Dundas and Glengarry (hereinafter referred to as “the Property”);

AND WHEREAS the Land Owner will be conveying Parts 2 & 3 on the plan of survey deposited as Plan 8R-5797 as a road widening along Dundela Road to the United Counties;

AND WHEREAS a portion of the dwelling located on the Property and a concrete well lid (hereinafter referred to as “the Encroaching Portion of the Dwelling and Well Lid”) encroach onto the said Parts 2 & 3;

AND WHEREAS the parties wish to enter into this Encroachment Agreement to formally recognize and permit the continued encroachment of the Encroaching Portion of the Dwelling and Well Lid;

NOW THEREFORE WITNESSETH that in consideration of the sum of two dollars (\$2.00) and the mutual covenants contained herein and other good and valuable consideration, the exchange and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Land Owner hereby covenants and agrees to indemnify and save harmless the United Counties from any liability whatsoever arising out of the said encroachment.
2. The Land Owner will not make any alterations or improvements to the Encroaching Portion of the Dwelling and Well Lid other than regular maintenance and repairs that may be reasonably required from time to time.

3. In the event that the Encroaching Portion of the Dwelling and/or Well Lid require major rehabilitation, reconstruction or is substantially destroyed (extent of destruction or rehabilitation is greater than 50% of the structural members or greater than 50% of the exterior cladding), the right of the Land Owner to the encroachment shall cease. In the event that the Parties are unable to agree on the extent of such destruction, rehabilitation or reconstruction, the matter shall be submitted to the Chief Building Official for arbitration and their decision shall be final and binding upon the parties to the herein Agreement.
4. That the Land Owner accepts that the United Counties, Municipality of South Dundas or other agents are authorized to perform work within the area of the said encroachments and will not be liable for any nuisance or damage to the Encroaching Portion of the Dwelling and Well Lid caused through the performance of regular maintenance and/or construction activities.
5. The Land Owner shall be required to register this Encroachment Agreement on title in the appropriate Land Registry Office and the United Counties shall execute any document reasonably required to effect such registration on title for all benefitting properties as described above.
6. The burden and benefit of this Encroachment Agreement shall run with the land and shall extend to, be binding upon, and ensure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties have duly executed this Encroachment Agreement on the date set out below.

Schedule A to By-law 5321
Encroachment Agreement

SIGNED at Richmond, Ontario, this day of , 2021.

1737814 Ontario Inc.

I have authority to bind the corporation.

Per: _____
Adrian Schouten

SIGNED at Cornwall, Ontario, this day of , 2021.

United Counties of Stormont, Dundas and Glengarry

We have authority to bind the United Counties of Stormont, Dundas and Glengarry.

Kimberley Casselman, Clerk
United Counties of SDG

Al Armstrong, Warden,
United Counties of SDG