THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
BY-LAW NUMBER 00-05-40

BEING A BY-LAW TO DIRECT THE REEVE AND CLERK TO SIGN AN ENCROACHMENT AGREEMENT FOR PROPERTY MUNICIPALLY KNOWN AS 192 GOLF COURSE ROAD.

WHEREAS, Section 308.3 of the Municipal Act R.S.O. 1990 as amended allows for the passing of By-Laws "For permitting any person as may be agreed upon to use objects in highways under the jurisdiction of the Municipality".

AND WHEREAS, the owner of 192 Golf Course Road inadvertently placed a portion of a sewage disposal system within the road allowance.

THEREFORE BE IT RESOLVED THAT the Reeve and Clerk be directed to sign the attached agreement allowing the encroachment to continue.

Read a FIRST and SECOND time this 16th day of MAY, 2000.

[Signature]
REEVE

[Signature]
CHIEF ADMINISTRATIVE OFFICER/CLERK

Read a THIRD time and FINALLY passed this 16th day of MAY, 2000.

[Signature]
REEVE

[Signature]
CHIEF ADMINISTRATIVE OFFICER/CLERK
THIS AGREEMENT made this day of May, 2000,

BETWEEN:

GLORIA LAUNDRY

and

THE TOWNSHIP OF LAURENTIAN VALLEY

WHEREAS the First Party purchased a property as described in Schedule One of this Agreement, hereinafter described as "the Property", on July 31st, 1953 by way of joint tenancy with her husband Edward James Laundry.

AND WHEREAS the First Party on May 5th, 2000 became the sole owner of the Property having filed a Survivorship Application to remove her deceased husband’s name from the title of the Property.

AND WHEREAS upon the First Party entering into an Agreement of Purchase and Sale on or about March 13th, 2000, it was discovered during the course of that sale, by whatever means, that the septic bed encroached on the property owned by the Second Party to this Agreement.
NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties agree as follows:

1) The Second Party shall permit the First Party, their heirs, executors, administrators, successors, agents, assigns and future owners of the property, their heirs, executors, administrators, successors, agents, assigns to continue the foregoing encroachment of the septic system onto the Second Party's property on the following conditions:

   a) If the septic system fails and has to be rebuilt, then the system must be rebuilt outside the Municipal right-of-way; and
   b) If the Second Party requires any part of the encroachment land for road widening, then the septic system would have to be removed and rebuilt in the back yard.

2) It is agreed between the parties that every covenant, proviso, and agreement in this agreement shall ensure to the benefits of and be binding upon the parties, and their heirs, executors, administrators, successors, agents, assigns and future owners of the property, their heirs, executors, administrators, successors, agents, and assigns.

3) Both parties acknowledge and agree that they have at all material times herein relied upon the advice of legal counsel, who is counsel of their choice and that the terms of this Agreement have been completely read and explained to them by their counsel, and that the terms are fully understood and voluntarily accepted by them.

IN WITNESS WHEREOF, Gloria Laundry has hereunto set her hand and seal this 5th day of May, 2000.

Witness

Gloria Laundry

IN WITNESS WHEREOF, The Township of Laurentian Valley has executed this document by its officer and/or director, duly authorized to do so, this day of May, 2000.

Witness

The Township of Laurentian Valley
Per: Darrel Ryan, Clerk-Treasurer
SCHEDULE ONE

Part North Half Lot 37, Concession 1, Township of Laurentian Valley (Geographic Township of Stafford), County of Renfrew as in Number ST5632, except R238233, Being all of the lands in PIN 57138-0111(LT).