

**(SIX MONTH ENCROACHMENT)**

THIS AGREEMENT made this            day            **200**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF OWEN SOUND**

Hereinafter called the "City" of the first part,

**- AND –**

**NAME OF OWNER**

Hereinafter called the "Owner" of the second part.

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**ENCROACHMENT AGREEMENT**

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WHEREAS *(name of Owner)* is the owner of the lands described in accordance with *(legal description of property including Reference Plan No.)* in the City of Owen Sound, in the County of Grey, situated municipally at *(municipal address)*.

WHEREAS *(description of encroachment(s))* presently erected on the Owner's property encroaches onto the *(municipal address)*; and

WHEREAS the Owner has made application to the City for the right and licence to maintain said encroachment(s) and the owner shall remove the encroachment from *(municipal address)* within six (6) months of receiving notice from the municipality to do so.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the City and the Owner mutually covenant and agree as follows:

1. That the Owner shall have the right and licence to keep the *(description of encroachment(s))* presently erected on the Owner's property in its present location, encroaching onto the *(name of road allowance)* road allowance, said lands described as *(legal description of lands)* as shown on the print of survey dated, *(insert date)* prepared by *(name of Surveyor)* attached hereto as *Schedule "A"* and situated municipally at *(municipal address)* , PROVIDED THAT the Owner shall remove the encroachment from the *(name of street)* Road allowance within six (6) months of receiving notice from the municipality to do so and PROVIDED THAT this right and licence shall apply only for so long as the encroachment exists.
  
2. That other than the right and licence referred to in Paragraph 1 hereof, the Owner shall not, pursuant to this agreement acquire any easement or other rights in and to those portions of the *(name of road allowance)* Municipal Right-of-Way onto which the landscaping structures encroaches.

3. That other than the right and licence referred to in Paragraph 1 hereof, the Owner shall not, pursuant to this agreement acquire any easement or other rights in and to those portions of the (*name of road allowance*) Municipal Right-of-Way onto which the landscaping structures encroaches.
3. That in the event the existing water and sewer service to the subject property has to be repaired or replaced by the City, the City shall be responsible for the repair or replacement of said water or sewer service to within a reasonable distance from the encroachment so that the encroachment will not be damaged by the work done by the City and the Owner shall be responsible for the continuation of the repair or replacement work from that point.
4. That the Owner shall notify the City in writing of any change of ownership of any part or all of the lands more particularly described in Clause 1 hereof; and
5. That the Owner hereby releases the City from any and all liability and obligation for any and all loss, damage or injury, including death to persons, that happens as a result of or rises out of the City granting this licence to the Owner.
6. That the Owner hereby covenants and agrees to indemnify and save harmless the City from any and all liability, costs, causes of action and damage whatsoever arising out of the City granting this licence to the Owner.
7. That the Owner shall make no claim against the City in respect of damage to said encroachment(s), arising from snow removal, road maintenance, or other such similar activities of the City's employees or contractors on said street.
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns, respectively, as owners from time to time of all or any part of the lands more particularly described in Clause 1 hereof and Schedule "A" attached hereto.

IN WITNESS WHEREOF The Corporation of The City of Owen Sound and the Owner hereunto set and affix their respective hands, seal and corporate seal under the hands of their proper officers duly authorized in that behalf.

**THE CORPORATION OF THE CITY OF OWEN SOUND**

per: \_\_\_\_\_  
Ruth E. Lovell, Mayor

per: \_\_\_\_\_  
Marion I. Koepke, City Clerk

**SIGNED, SEALED AND DELIVERED )  
IN THE PRESENCE OF: )  
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\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Witness)