

By-Law Number 2025-114

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to authorize the execution of an Encroachment Agreement with the Rideau Waterway Land Trust respecting a portion of an unopened road allowance.

WHEREAS pursuant to Section 9 of the *Municipal Act*, 2001, SO, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

AND WHEREAS it is deemed advisable to authorize an encroachment agreement with the Rideau Waterway Land Trust for a portion of an unopened road allowance identified as Between Concessions 7 and 8 in the Ward of South Crosby;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1) That the Mayor and Clerk be and they are hereby authorized to execute an agreement with the Rideau Waterway Land Trust to permit improvements, ongoing maintenance and use of a portion of the Unopened Road Allowance/Public Highway described in Appendix "A" of Schedule "A" to provide access to the owner's property legally described as Concession 7 Part Lots 4 and 5 in the Geographic Township of South Crosby.
- 2) That the Mayor and Clerk of The Corporation of the Township of Rideau Lakes be and they are hereby authorized to execute the necessary documents as outlined in Schedule "A" as attached hereto and forming part of this By-Law;

Read a first and second time, this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time, and finally passed this _____ day of _____, _____.

Arie Hoogenboom

Mary Ellen Truelove

Schedule "A"

**AN AGREEMENT TO ALLOW ENCROACHMENT ON TO THE ROAD ALLOWANCE
BETWEEN CONCESSIONS 7 AND 8 IN THE WARD OF SOUTH CROSBY,
TOWNSHIP OF RIDEAU LAKES**

**BETWEEN RIDEAU WATERWAY LAND TRUST
 OF THE FIRST PART**

-and-

**THE CORPORATION OF THE
TOWNSHIP OF RIDEAU LAKES
OF THE SECOND PART**

WHEREAS the Owner is the registered owner of Concession 7 Part Lots 4 and 5,
Geographic Township of South Crosby, Township of Rideau Lakes;

AND WHEREAS an approximate 20m x 13m driveway is to encroach on to and across
the Township owned lands known as the Road Allowance Between Concessions 7 and
8 in the Ward of South Crosby and identified as Part 12 in the attached Schedule A (the
'Driveway');

AND WHEREAS this Road Allowance between Concessions 7 and 8 in the Ward of
South Crosby remains unopened and unmaintained along this section;

NOW THEREFORE IN CONSIDERATION OF THE MUTAL COVENANTS
HEREINAFTER CONTAINED THE PARTIES AGREE AS FOLLOWS:

1. The Owner shall be allowed to use a portion of the road allowance as illustrated
in Schedule A and identified as the road allowance between Concession 7 and 8
in the Ward of South Crosby for the purposes of a driveway to access the Rideau
Waterway Land Trust's adjacent property, legally described as Concession 7
Part Lots 4 and 5 (the 'Lands');
2. Said Driveway shall not include any permanent buildings or structures.
3. Said Driveway shall be allowed to continue until such time as the Township
requires said Driveway to be removed from said road allowance at a future date
for purposes of constructing a public road; when said Driveway shall cease and
be removed at the Owner's expense upon 180 days written notice;
4. This Agreement shall be registered against the title to the Owner's Lands as
Schedule A to By-law 2025-114 and the Township shall be entitled to enforce its
provisions against the Owner and, in respect of the obligations affecting the
Owner's Lands.

5. All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Township in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.
6. The Owner in title shall indemnify and save the Township harmless from any and all claims for any and all damages resulting from the use of the road allowance as the Driveway as identified on Schedule A;
7. In the event that the Owner is directed or required by this Agreement to do or maintain work, and defaults therein, then upon ten (10) days notice by the Township to the Owner requiring the Owner, or successor in title, to remedy the default, in accordance with the terms of this Agreement, then such matter or thing may be done by the Township at its expense and the Township may recover the expense incurred in doing it by action or the same may be recovered in like manner as municipal taxes in accordance with the provision of Section 326 of the Municipal Act, R.S.O. 1990, Chapter M45, as amended;
8. That the Owner, shall obtain any and all required permits through the proper authorities prior to any work commencing and provide all documents as such if requested;
9. That this agreement is limited in scale as applied for and shall be used solely for access to Owner's Lands;
10. That the Owner grants to the Township, its servants and contractors, a licence to enter the Driveway and Owner's lands for the purpose of inspection of the works and facilities and to perform such work as may be required as a result of a default by Brian and Lori Patterson;
11. That the Township shall be provided with ten (10) days notice in writing prior to any work commencing on the Driveway;
12. Anything in this Agreement whereby the Owner agrees to perform any work, action or service, the cost of such work, action or service will be at the cost of the Owner; Further that the registration of this agreement, including but not limited to legal fees is at the cost of Rideau Waterway Land Trust;
13. Future development is not included in this agreement will be subject to review and approval by the Township, Conservation Authority and/or Parks Canada and any other governing agency or regulations where applicable;
14. This Agreement may be deleted from title upon the written consent of the Township to the owner's legal representation; and;
15. This Agreement shall become null and void if the Owner's Lands are sold, transferred, or otherwise disposed of.

IN WITNESS WHEREOF THE PARTIES HERETO

SIGNED, SEALED AND DELIVERED)

in the presence of)

) _____

) RIDEAU WATERWAY LAND TRUST

)

)

)

)

)

)

)

) THE CORPORATION OF THE

) TOWNSHIP OF RIDEAU LAKES

) per

)

) _____

) ARIE HOOGENBOOM, Mayor

)

)

)

) _____

) MARY ELLEN TRUELOVE, Clerk

"We have the authority to bind the Corporation"

APPENDIX A

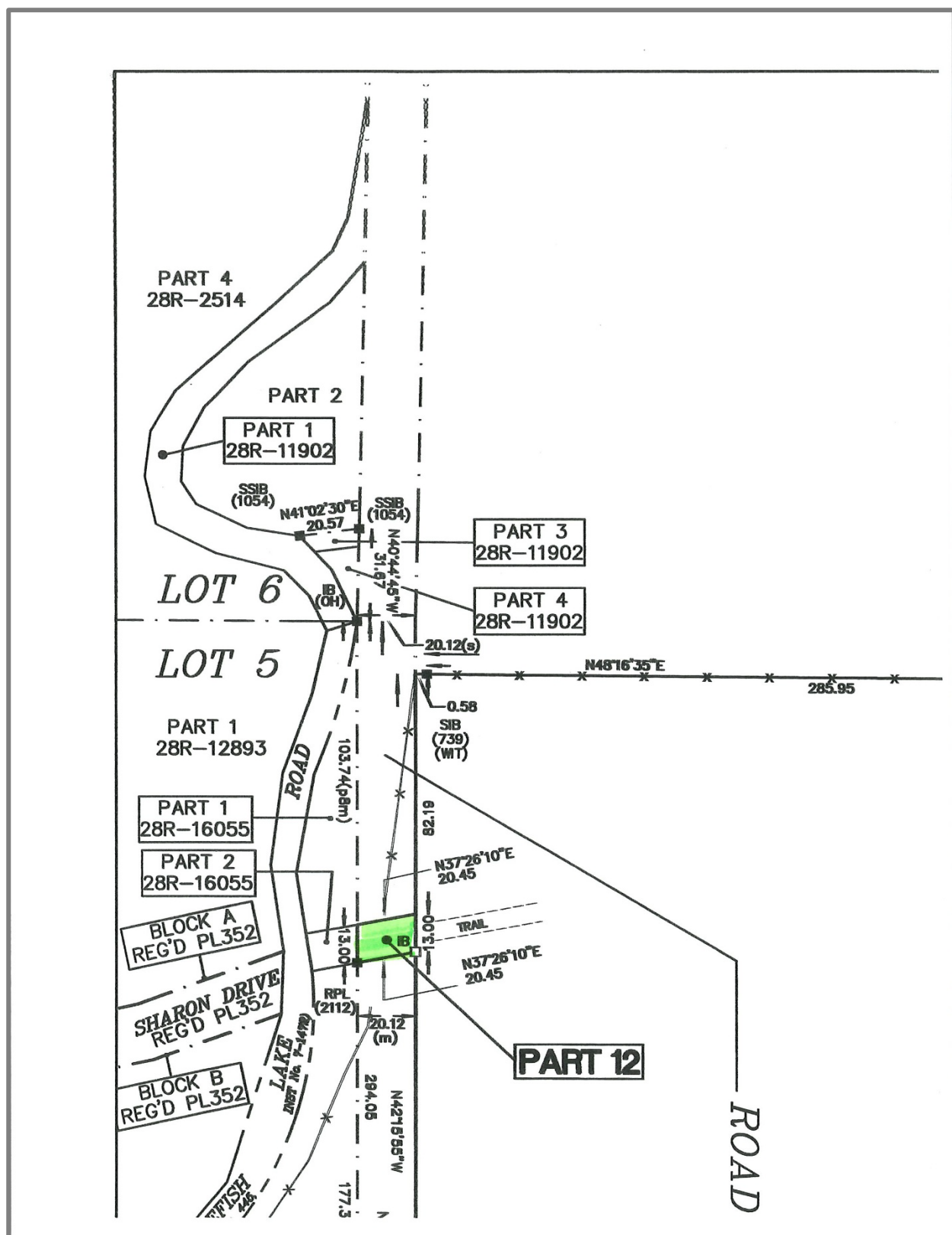


Figure 1