

The Corporation of the Municipality of Brockton



By-Law 2026-034

Being a By-Law to Enter into an Encroachment Agreement with Raymond and Susan Wright for 10 Jackson Street South, Walkerton

Whereas the Municipal Act S.O. 2001, c 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by By-Law;

And Whereas the Owners, Raymond and Susan Wright, of a property located at 10 Jackson Street South in the Town of Walkerton within the Municipality of Brockton desires to install awnings that will encroach into the road allowance of Jackson Street South;

And Whereas the Council of The Corporation of the Municipality of Brockton deems it expedient to enter into an Encroachment Agreement with Raymond and Susan Wright;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That the Council of The Corporation of the Municipality of Brockton hereby enter into an Encroachment Agreement attached hereto and that this Encroachment Agreement be marked as Schedule "A" to this By-Law and shall form an integral part of this By-Law;
- 2.0 That the Mayor and Clerk be and are hereby authorized on behalf of the Corporation to sign this Agreement and any other related documentation;
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "10 Jackson Street South Walkerton Encroachment Agreement By-Law".

Read, Enacted, Signed and Sealed this 14th day of April, 2026.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

Schedule "A" to By-Law 2026-034

This Agreement made this 14th day of April, 2026.

Between:

The Corporation of the Municipality of Brockton
Hereinafter referred to as "The Municipality" of the First Part

And

Raymond & Susan Wright
Hereinafter referred to as "The Owners" of the Second Part

Whereas The Owners are the registered owners of lands and premises situated at 10 Jackson Street South, and legally described as, PT LT 10 S/S DURHAM RD AND W/S VICTORIA ST PL 7 AS IN R211528; EXCEPT EASEMENT (FIRSTLY) THEREIN; T/W R211528 (SECONDLY) ; BROCKTON; Municipality of Brockton, County of Bruce, and bearing parcel identifier number 33202-0027 (LT); Roll number 41-04-360-004-11500; and known municipally as 10 Jackson Street South, Walkerton, Ontario.

And Whereas there is erected on the said land awnings which encroach upon Jackson Street South as depicted on the plan survey attached hereto as Schedule "A" to this agreement;

And Whereas The Owners are requesting permission from the Municipality of Brockton to maintain the said encroachment on Jackson Street South as set out in the attached plan and marked as Schedule "A" to this agreement.

Now Therefore This Agreement Witnesseth that in consideration of the premises and the covenants and agreements hereinafter contained on the part of The Owners to be observed, fulfilled and performed, the Municipality of Brockton hereby grants to The Owners (insofar as the Municipality can legally do so) permission to encroach on Jackson Street South and to maintain the encroachment as hereinafter set out.

And in Consideration of the granting of such permission, The Owners hereby covenant and agrees with the Municipality of Brockton as follows:

1. That nothing herein contained shall be construed as giving to The Owners anything more than permission (insofar as the Municipality can legally do so) to maintain the encroachment in its proposed position as shown on Schedule A.
2. In the event of the Municipality at any time undertaking the widening of the said Jackson Street South and in connection therewith requiring the removal of the encroachment the Municipality shall not be liable to pay any compensation whatsoever for or in respect to the encroachment upon or over the said street and The Owners at their own cost and expense and to the satisfaction of the Municipality shall remove the encroachment from the said Jackson Street South.
3. In the event of The Owners transferring or selling the land mentioned herein or any part thereof, The Owners shall forthwith notify in writing the Clerk of the Municipality of such transfer or sale together with the name and address of the transferee or purchaser.
4. In the event of The Owners transferring or selling the land mentioned herein or any part thereof, this agreement shall be valid to successors provided that no changes are made to the awning's configuration.
5. That all such costs, charges and expenses so paid or incurred by the Municipality as aforesaid shall form and constitute a charge or lien on the said lands until fully discharged by payment thereof.

- 6. The Owners further agree that they will make no change to the existing structure within the encroachment area.
- 7. The Owners further agree that should the portion of the building encroaching on Jackson St South be removed or destroyed, for whatever reason or cause, The Owners will not reconstruct on the encroachment area without providing written notice to the Chief Building Official.
- 8. That for the purpose of this agreement notice may be given to The Owners by mailing the same postpaid and addressed to The Owners at their address last known to the said Municipal Clerk.
- 9. The Owners will always indemnify and keep indemnified the Municipality against all actions, suits, claims and demands which may be brought against or made upon the Municipality and against all loss, costs, damages, charges or expenses whatsoever of the encroachment over and upon the said Jackson Street South or otherwise by reason of the exercise by The Owners of the permission hereby granted to maintain the encroachment over and upon the said Jackson Street South and The Owners hereby grant to the Municipality full power and authority to settle any such actions, suits, claims and demands on such terms as the Municipality may deem advisable and hereby covenant and agrees with the Municipality to pay to the Municipality on demand all moneys paid by the Municipality in pursuance of any such settlement and also such sum as shall represent the reasonable costs of the Municipality or its solicitor in defending or settling any such actions, suits, claims or demands.
- 11. That this agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the said parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Parties hereto have hereunto executed this Agreement.

The Corporation of the Municipality of Brockton

Per: _____
Mayor – Chris Peabody

Per: _____
Clerk – Fiona Hamilton

We have the authority to bind the Corporation.

Signed, Sealed and Witnessed in the Presence of:

Witness - _____

Per: per. [Signature]
Owner – Raymond Wright

Per: [Signature]
Owner – Susan Wright