

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021

B E T W E E N:

Daaron Ross Joyner (“**Joyner**”)

- and -

The Corporation of the Township of West Lincoln (the “**Township**”)

**WHEREAS** Joyner is the owner of PIN 46053-0141, being Part 2 on Plan 30R-13451, (the “**Joyner Lands**”);

**AND WHEREAS** the Township is the owner of PIN 46053-0125 (the “**Township Lands**”);

**AND WHEREAS** a building located on the Joyner Lands encroaches on to the Township Lands by up to 0.09 meters, as shown on Plan 30R-13451 (the “**Encroachment**”);

**NOW THIS AGREEMENT WITNESSETH THAT:**

1. Joyner and the Township agree that the boundary line between their respective properties is correctly shown on Plan 30R-13451.
2. The Encroachment shall be allowed to continue in its present location for the life of the said building.
3. This Encroachment shall be deemed to be with the consent of the Township and its predecessors in title, with the intent that neither Joyner nor any person claiming under Joyner shall acquire an Easement, title by adverse possession or any other right in respect of the Encroachment, and provided that Joyner shall be entitled to enter on to the Township Lands in the immediate vicinity of the Encroachment at reasonable periodic intervals, for the purpose of existing and maintaining the said building. Joyner’s right to maintain the said building shall not include the right to replace it in the same location as it now exists. When Joyner wishes to replace the said building, he agrees that any such replacement building shall not be erected on the Township Lands.
4. It is further agreed that this agreement or notice thereof shall be registered against the title of the lands of the parties hereto.
5. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto respectively.

6. The parties agree that the signing of individual counter-parts of this agreement by any party to it, provided that each party has signed any one individual copy of this agreement, shall constitute a binding agreement.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seal as of the date first mentioned herein.

**SIGNED, SEALED AND DELIVERED**

in the presence:

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Daaron Ross Joyner

**The Corporation of the  
Township of West Lincoln**

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Per:

I have authority to bind the  
corporation

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