



Town of South Bruce Peninsula
 PO Box 310, 315 George Street, Warton ON N0H 2T0
 Phone 519-534-1400 Toll Free 1-877-534-1400 Fax 519-534-4862

Encroachment Agreement Request

Please submit a complete application including the application form, fee and any supplemental documentation.

Owner /Property Information

Legal Owner(s) Name	
Mailing Address	
Phone Number(s)	
Municipal Address	
Legal Description	
Roll Number	

Applicant/Agent Information (if different from the owner)

Applicant/Agent Name	
Mailing Address	
Phone Number(s)	

Location of Encroachment

Lot Line on Owner's Property (ie. N, S, E, W)	Road Name or Location	Number of Years Encroachment Has Existed

Use of Property (cottage, residence, vacant, business, etc.)

Legal Description of Lot	Lot Use

Previous Encroachment Agreement (please attach previous agreement)

Date of Agreement Execution	Expiry Date

Reason for Request for Encroachment Agreement

The request is being made for the following reason(s):

Site Plan (for the purpose of consideration of the application only)

Note 1: This site plan is not to scale.

Note 2: This site plan will not replace a survey. A recent survey will be required should the Town decide to enter into an encroachment agreement with the owner(s)

Note 3: Please ensure that the items below appear on the site plan. Additional detail may be supplied on a separate sheet of paper if required.

- Width of road allowance or municipal property upon which the encroachment already exists
- Name of street
- Frontage of owner's property on the street or municipal property
- Depth of owner's property
- All dimensions if owner's property is an irregular shape
- Location and type of encroachment
- North to be indicated

Disclaimer

The applicant/owner understands that this application is being made in accordance with the Town’s Delegation of Authority to Enter into Encroachment Agreement by-law. An application will only be accepted for an encroachment which already exists; no new or proposed encroachments will be considered or permitted. There is no guarantee that the Town will enter into an Encroachment Agreement with the applicant/owner and it is understood that the Town is under no legal obligation to enter into any Agreement. The Town reserves the right to impose any restrictions, requirements, obligations, etc. on the applicant/owner as is deemed appropriate by the Town. The applicant/owner will be fully and legally responsible for all costs associated with the Encroachment Agreement, should the Town decide to enter into an Encroachment Agreement.

Declaration of Registered Owner(s)

I/we _____ do hereby
(print owner(s) name(s))
make oath and say that the information contained in this application for an encroachment agreement is true to the best of my/our knowledge.

Date

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

Declaration of Owner and Applicant/Agent (if an agent is appointed)

I/we _____ do hereby
(print owner(s) name(s))

make oath and say that I/we have appointed _____
(print applicant/agent(s) name(s))

to act as an applicant/agent on my/our behalf with respect to this application for an encroachment agreement. I/we acknowledge that the Town will correspond with the appointed person(s) named above with respect to this application however the encroachment agreement, if granted will be signed by the owner.

Date

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

I/we _____ do hereby
(print applicant/agent(s) name(s))

make oath and say that I/we act on behalf of the registered owner(s) with respect to this application for an encroachment agreement. I/we acknowledge that the Town will correspond with me/us with respect to this application. I/we acknowledge that the Town reserves the right to make contact with the registered owner(s) at any time with respect to this application.

Date

Signature of Applicant/Agent

Date

Signature of Applicant/Agent