



THE CORPORATION OF THE TOWN OF COBALT

BY-LAW NO. 2025-18

**Being a By-Law to Enter Agreement with Rachel Beach & Eric Gaboury, Owners of the Subject
Property, 101 Jamieson Street,**

**Legal Description: PLAN M47NB PT LOT 293 294 RP 54R3458 PARTS 1 2 RP 54R4187 PART 1
PCLS 13583 23192 24580 24619SST 2852NND**

Roll #: 54-08-000-005-02500-000

WHEREAS under Section 8 of the Municipal Act 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 9 (1) (a) and (b) of the Municipal Act 2001, S.O. 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS during the property transfer of 101 Jamieson Street on June 30, 2023, it was noted that a deck was built without a permit that encroached onto Town property;

AND WHEREAS the owners of 101 Jamieson Street, Rachel Beach & Eric Gaboury, wishes to enter into an Encroachment Agreement;

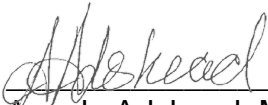
NOW THEREFORE the Council of the Corporation of the Town of Cobalt enacts as follows:

1. That the Council of the Corporation of the Town of Cobalt authorizes the entering into of an Encroachment Agreement between Rachel Beach and Eric Gaboury as the "Owners" and The Corporation of the Town of Cobalt as the "Town" in the form annexed hereto as Schedule "A" and forming part of this By-Law;
2. The Council agrees to permit the encroachment on Town owned land (PT. 1 PLAN 54R-3458 PIN 61386-0180) for a distance of 3.048x3.95x2.30x5.008m which is shown on Appendix "1" of Schedule "A";
3. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title;

4. That the Clerk of the Town of Cobalt is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically, or descriptive nature or kind to the B-Law and Schedule as may be deemed necessary after the passage of this by-Law, where such modifications or corrections to not alter the intent of the By-Law.

TAKEN AS READ a first, second and third time and passed this 27th day of May 2025;

AND FURTHER THAT the said By-Law be signed and sealed by the Mayor and Clerk.



Angela Adshead, Mayor



Steven Dalley, Clerk



**THE CORPORATION OF THE
TOWN OF COBALT**

Schedule "A" to
By-Law 205-18

**Being a By-Law to Enter Agreement with Rachel Beach & Eric Gaboury, Owner of the Subject
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**THE CORPORATION OF THE
TOWN OF COBALT**

ENCROACHMENT AGREEMENT NO. 2025-01

THIS ENCROACHMENT AGREEMENT entered into on the 27th day of May 2025.

BETWEEN:

RACHEL BEACH & ERIC GABOURY
(the "Owner")

AND

THE CORPORATION OF THE TOWN OF COBALT
(the "Town")

RECITALS:

- a) The Owners are the registered and beneficial owners of 101 Jamieson Street PLAN M47NB PT LOTS 293, 294 RP 54R3458 PARTS 1 2 RP 54R4187 PART 1 PCLS 13853 23192 24580 24619SST 2852NND in the Town of Cobalt; ROLL #54-08-000-005-02500-0000 ("the Property")
- b) The Owners have constructed a deck on the Property, which encroaches upon Town-owned land (the "Encroachment").
- c) The Town is prepared to permit the Encroachment to continue to encroach upon the Town-owned land. The Encroachment is shown on Appendix "1", hereto attached.

TERMS AND CONDITIONS

1. In the event the Town delivers written notice to the Owner that the Town requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure, or relocate the Encroachment in a manner acceptable to the Town, acting reasonably, or in the alternative, remove the Encroachment there from.
2. The Owner shall be advised that the Town has water and sewer mains that run through the Encroachment as shown on Appendix "2". The Owner shall be responsible for at its sole cost and expense of removing the Encroachment in a manner acceptable to the Town, when the Town requires access to the utilities.
3. The Owners shall be responsible for the maintenance and repairs of the Encroachment and all related expenses.
4. The Owners shall indemnify and save harmless the Town from all loss, costs and damages which the Town may incur, arising from the existence of the Encroachment or the use, maintenance or repair thereof.

5. The Owners covenants and agrees that this Encroachment Agreement is restricted to the existing Encroachment and the use, maintenance and repair thereof, not any expansions or further improvements thereto.
6. This Encroachment Agreement shall be binding upon the Owners, its successors and assigns and shall not expire until the date upon which the Encroachment is removed, or this By-Law is repealed.

In Witness whereof the parties have set their hands and seals on the date first above written.

THE CORPORATION OF THE
TOWN OF COBALT

Steven Dalley - Clerk

THE OWNER

Owner

Print Name:

Witness



THE CORPORATION OF THE TOWN OF COBALT
APPENDIX "2" OF ENCROACHMENT AGREEMENT 2025-01
FOR 101 JAMIESON STREET

