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## **Encroachment Policy**

**POLICY NUMBER: 228-DA-23**

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Approval Date: April 25, 2023

Revise Date:

Motion Number: CRM20230425.1013

Repeal Date:

Supersedes:

Review Date:

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### **1.0 Policy Intent**

The City of Cold Lake recognizes that encroachments exist and will continue to be discovered on City owned lands. It is the City's intention to provide land owners within the City a fair and reasonable approach to addressing existing and proposed encroachments onto City owned lands provided such encroachments do not adversely affect the City in terms of its liability; its ability to maintain services and public access.

### **2.0 Purpose**

The purpose of the Encroachment Policy is to establish guidelines for consideration of requests to permit the continuation of existing encroachments onto City owned lands or permission to encroach onto City owned lands.

### **3.0 Policy Statement**

- 3.1. Formal approval of all Encroachments that come to the attention of the City in writing through such means as development applications, requests for compliance or written complaints shall be required, either through the issuance of a Letter of Consent, or an Encroachment Agreement, as applicable.
- 3.2. Encroachments shall be divided into two categories:
  - 3.2.1. Minor Encroachments – Any portion of the following or similar, constructed or placed outside of the legal property boundary onto City owned property. These include, but not limited to the following:
    - 3.2.1.1. Sheds not greater than 10m<sup>2</sup> in area, including those attached to a dwelling or fence;
    - 3.2.1.2. Fences;
    - 3.2.1.3. Swimming pools and hot tubs;
    - 3.2.1.4. Shrubs, hedges, trees or other organic landscape materials;

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- 3.2.1.5. Hard landscaping including, but not limited to, fire pits, planters;
  - 3.2.1.6. Temporary Signs.
  - 3.2.2. Major Encroachments – Any portion of a permanent structure constructed or placed outside of the legal property boundary onto City owned property. These include, but not limited to the following:
    - 3.2.2.1. Buildings and all projections including eaves, cantilevers and siding;
    - 3.2.2.2. Structures such as decks, stairs, patios, pergolas, gazebos or similar; extension of adjacent lands by fill;
    - 3.2.2.3. Retaining walls;
    - 3.2.2.4. Light standards;
    - 3.2.2.5. Permanent Signs.
  - 3.3. Depending on the effect that any existing or proposed Encroachment may have on matters such as public safety, public use, public access or City/Franchise Utilities, the City may or may not approve the Encroachment and in the case of an existing Encroachment, the City may require that the Encroachment be relocated or removed.
  - 3.4. Minor Encroachments not exceeding 0.3 metres may remain at the City’s discretion and do not require an Encroachment Agreement. The Owner shall request a Letter of Consent at no fee.
  - 3.5. Minor Encroachments exceeding 0.3 metres shall require an Encroachment Agreement.
  - 3.6. Major Encroachments shall require an Encroachment Agreement.
  - 3.7. Notwithstanding sections 3.4 to 3.6 above, driveways and sidewalks which are constructed at-grade and provides direct access to a building or structure are allowed and do not require a Letter of Consent or an Encroachment Agreement.

#### **4.0 Managerial Guidelines**

- 4.1. Definitions:
  - 4.1.1. “CAO”, Means the Chief Administrative Officer of the City of Cold Lake, or their designate.
  - 4.1.2. “City” means the municipal corporation of the City of Cold Lake
  - 4.1.3. “City Owned Property” means collectively or individually streets, lanes, public utility lots, easements/utility rights-of-way and parks.

- 4.1.4. “Encroachment” and “Encroachments” means any portion of a building, fence, retaining wall or other similar structure and commercial storage or display area or other similar structure used for the benefit of a private business or residence that extends onto City Owned Property.
- 4.1.5. “Encroachment Agreement” means a written agreement (or an agreement amending an existing Encroachment Agreement, easement or right-of-way agreement) between the applicant and the City authorizing an Encroachment and shall, among other things include:
  - 4.1.5.1. Location and identification of the encroachment
  - 4.1.5.2. Property owner’s responsibilities to maintain the encroachment
  - 4.1.5.3. Terms and conditions under which the Encroachment Agreement is terminated
  - 4.1.5.4. The City’s right to access the land
  - 4.1.5.5. Indemnification of the City, its agents or licensees.
- 4.1.6. “Letter of Consent” means a letter issued by the City to an Owner agreeing to an encroachment subject to the terms and conditions set out in the letter.
- 4.1.7. “Owner” means the person shown as owner of a property on a certificate of title.
- 4.1.8. “Temporary” means anything constructed or placed where it is not installed on a permanent foundation.
- 4.2. Upon the identification of an existing Encroachment and a formal request to permit the Encroachment to continue or upon receipt of a development permit application in which an Encroachment is proposed, the Land-Use Planning, Development and Regulatory Services Department shall be responsible to undertake a review of that request.
- 4.3. In its review of a request to approve an Encroachment and in determining whether or not the request is to be approved, the Land-Use Planning, Development and Regulatory Services Department shall consult with affected City Departments, Franchise Utilities and any other party that may be affected by the Encroachment to determine such matters as but not limited to:
  - 4.3.1. The effect the Encroachment may have on the City’s/Franchise Utility’s liability.
  - 4.3.2. The effect the Encroachment may have on the City’s/Franchise Utility’s ability to repair and maintain services.
  - 4.3.3. The effect the Encroachment may have on any other aspect of the City’s/Franchise Utility’s operations.



- 4.3.4. The effect the Encroachment may have on public use or access.
- 4.4. Should a Minor Encroachment set out in section 3.4 be approved, the Land Use Planning, Development and Regulatory Services Department shall prepare a Letter of Consent in substantially the same form as set in Schedule “B”.
  - 4.4.1. A Letter of Consent is only valid for the Encroachment shown on the accompanying Real Property Report which forms part of the letter. Additional Encroachments shall nullify the Letter of Consent. A copy of the letter shall be kept in the appropriate property file.
- 4.5. Minor Encroachments exceeding 0.3 metres shall be approved or refused by Council.
- 4.6. Should a Minor Encroachment set out in section 3.5 be approved an agreement for the Minor Encroachment shall be required and shall be approved by Council.
- 4.7. Should a Minor Encroachment for an existing Encroachment be refused, the Encroachment shall be removed by the encroaching party at its sole cost and expense within 14 days of written notice of refusal or within a time period mutually agreed to.
- 4.8. Should the Minor Encroachment not be removed within the required time period, the City will remove the Encroachment and invoice the encroaching party/land owner for the costs of such removal. Should the invoice not be paid within 30 days, the City shall apply the costs of the removal of the Encroachment to the relevant property tax account.
- 4.9. Major Encroachments shall be approved or refused by Council.
- 4.10. Should a Major Encroachment be approved, an agreement for the Major Encroachment shall be required and shall be approved by Council.
- 4.11. Should a Major Encroachment for an existing Encroachment be refused, the Encroachment shall be removed by the encroaching party at its sole cost and expense within 30 days of written notice of the refusal or within a time frame mutually agreed to.
- 4.12. Should the Major Encroachment not be removed within the agreed to time period, the City will remove the Encroachment and invoice the encroaching party/land owner for the costs of such removal. Should the encroaching party/land owner not pay the invoice within 30 days, the City shall apply the costs of the removal of the Encroachment to relevant tax account.
- 4.13. All Encroachment Agreements granted under this policy shall:
  - 4.13.1. Be subject to registration at the Alberta Land Titles Office;

- 4.13.2. Contain a schedule illustrating the Encroachment based on a legal survey;
  - 4.13.3. Have a term of three (3) years;
  - 4.13.4. Automatically renew for an additional period of three (3) years from the date of expiry of the initial term, or any subsequent renewal term upon receipt of the Encroachment Agreement Fee;
  - 4.13.5. Require the Owner to carry comprehensive liability insurance with insurable limits not less than TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident;
  - 4.13.6. Require that the Owner provide proof of such insurance to the satisfaction of the City of Cold Lake on an annual basis.
- 4.14. Encroachment Agreements shall contain the following provisions:
- 4.14.1. For the removal of the Encroachment should it be deemed necessary and in the public interest to remove the Encroachment prior to the expiration of the agreement or in the event that the Encroachment Agreement is not renewed by the encroaching party or the City.
  - 4.14.2. To permit the Encroachment to remain in place for the life of the Encroachment and to be maintained and repaired but not rebuilt, replaced or expanded.
  - 4.14.3. Requiring a level of maintenance and repair of the Encroachment that will ensure that the encroachment does not become unsightly or could cause harm to the public.
  - 4.14.4. Requiring the Encroachment to be removed by the encroaching party or if necessary by the City in the event that the Encroachment is not adequately maintained or repaired as required.
- 4.15. Encroachment Agreements may contain any other provisions that may be deemed necessary by the City.
- 4.16. Existing Encroachment authorized by Encroachment Agreement or any written authorization prior to the passing of this policy, shall remain valid provided the current owner continues to comply with the terms and conditions of the written authorization.
- 4.17. An authorized Encroachment does not relieve an Owner from the responsibility to comply with all applicable federal, provincial and municipal statutes, regulations, orders, by-laws and policies.

## **5.0 References**

City of Cold Lake Land Use Bylaw 766-LU-23;  
Environmental Reserve Lands Policy 221-AD-22;

*Municipal Government Act, R.S.A 2000.*

**6.0 Persons Affected**

Citizens of the City of Cold Lake;  
Department of Public Works and Infrastructure;  
Department of Community Services,  
Department of Land Use Planning, Development and Regulatory Services; and  
Franchise Utilities operating under agreement within the City of Cold Lake.

**7.0 Revision/Review History**

*May 8, 2023*

\_\_\_\_\_  
Date

*May 9 2023*

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

*[Signature]*  
\_\_\_\_\_  
Mayor



**SCHEDULE "A"**

<b>Encroachment Agreement Administrative Fee</b>	<b>\$500</b>
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**END OF SCHEDULE "A"**



**SCHEDULE “B”**

**LETTER OF CONSENT**

Date

Address of Applicant

Subject: (Description of Encroachment and Legal Description of Property)

The City of Cold Lake consents to the captioned Encroachment as outlined on the enclosed Alberta Land Surveyor’s Real Property Report prepared by (name of firm) dated (date of Real Property Report) and does not require an Encroachment Agreement subject to the terms and conditions of this letter.

This consent does not restrict or limit the City of Cold Lake’s right to occupy and use (including but not limited to construct, install, replace, remove, repair or maintain) the Encroachment Area in any manner deemed appropriate by the City of Cold Lake. The Owner of the Encroachment shall be responsible for any liability arising from the Encroachment. All or any cost resulting from modification, relocation and/or removal of City facilities and services, or any damages or repairs to City facilities and services resulting from the Encroachment, shall be borne by the Owner. The City shall not be liable for any damage whatsoever to the Encroachment arising from the City’s use of or operations.

This consent shall be terminated by the City as follows:

- (a) The Encroachment is removed from the above property;
- (b) Upon sale of the above property;
- (c) The City of Cold Lake determines that the affected area of the Municipal Land is required for public use and shall provide the Owner with not less than Thirty (30) days written notice of such termination, which notice shall terminate this Consent;
- (d) If the Owner defaults in the performance of any condition or term of this consent and such default is not remedied within (10) days’ notice of such default, this Consent shall thereupon terminate without further notice

If you have any questions, please contact the Land Use Planning, Development and Regulatory Services at 780-594-4494.

Sincerely,

(name)

Title

Land Use Planning, Development and Regulatory Services.

**END OF SCHEDULE “B”**



**SCHEDULE "C"**

**CITY OF COLD LAKE  
ENCROACHMENT AGREEMENT**

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

BETWEEN:

**CITY OF COLD LAKE**  
a municipal corporation in the Province of Alberta,  
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

**NAME  
ADDRESS  
CITY, POSTAL**

(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS City of Cold Lake has an interest in certain lands within City of Cold Lake, in the Province of Alberta, (the Municipal Lands);

AND WHEREAS the Grantee is the registered owner of certain lands legally described as Plan\_\_\_\_ Block\_\_\_\_ Lot\_\_\_\_, (the "Grantee's Lands");

AND WHEREAS the Grantee has requested the City grant a licence to permit an encroachment on the Municipal Lands as identified on the attached Appendix "A" subject to the terms of this Agreement;

AND WHEREAS City of Cold Lake has agreed to grant the Grantee a licence to encroach subject to the terms of this agreement:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants, conditions and terms contained herein, the parties hereto agree as follows:

1. **Definitions**

In this Agreement

- (a) "Agreement" means this encroachment agreement and any amendments, schedules and supplements to it;
- (b) "Municipal Lands" means the interest in those lands of City of Cold Lake consisting of a portion of Plan\_\_\_\_ Block\_\_\_\_ Lot\_\_\_\_ as shown in Appendix "A" attached hereto;

- (c) "Development" means the sole purpose for which the Grantee is entitled to encroach on the Municipal Lands with a moveable fence and shed, more particularly described in Appendix "A" attached hereto and forming part of this Agreement;
- (d) "Encroachment" means that portion of the DESCRIPTION OF ENCROACHMENT' that is licensed to encroach onto the Municipal Lands;
- (e) "Encroachment Area" means the portion of the Municipal Lands licensed by the City occupied by the Encroachment as more particularly dimensioned and further identified on the real property report attached to this Agreement as Schedule 'A';

2. **Consideration and Right to Maintain**

In consideration of the sum of \$\_\_\_\_\_ paid to City of Cold Lake by the Grantee at the commencement of this Agreement and subject to the terms and conditions of this Agreement, City of Cold Lake gives to the owner the right, license, and privilege to continue the Encroachment subject to terms and conditions of this Agreement.

3. **Limited Purpose**

The Encroachment granted hereby shall be limited solely to that portion of the DESCRIPTION OF ENCROACHMENT' as identified in Appendix "A" and the Grantee shall not cause or permit any other development whatsoever within the permitted Encroachment Area.

4. **Permits**

Nothing in this Agreement in any way constitutes a development permit or a building permit in the Encroachment Area as shown in Appendix "A" hereto and the Grantee shall not cause or permit any new development whatsoever within the permitted Encroachment Area without receiving a development permit and/or building permit;

5. **Municipality's Rights**

City of Cold Lake shall have the full right to occupy and use the Encroachment Area in any manner whatsoever deemed appropriate by City of Cold Lake; provided, that City of Cold Lake shall not unreasonably interfere with the rights herein conferred upon the Grantee;

6. **Environmental Obligations**

Notwithstanding any other term or condition of this Agreement, the Grantee shall accept the granting of the Encroachment as contemplated herein on the understanding and agreement that there are no agreements, conditions, warranties or representations relating to the Encroachment Area other than as stated in this Agreement and the City does not warrant the quality, condition or sufficiency of the Encroachment Area for any use or purpose and the grant of the Encroachment is taken by the Grantee on a strictly "as is, where is" basis.

Without restricting the generality of the foregoing, the Grantee shall comply with all legislation dealing with any environmental issues related to the Encroachment Area including, but not limited to, the Environmental Protection and Enhancement Act, R.S.A. 2000 c. E-12, as amended, and regulations thereunder or any successor legislation. The responsibility of the Grantee with

respect to environmental obligations will continue to be enforceable during and after the term of this Agreement.

7. **Utilities and Drainage**

- (a) In the event that City of Cold Lake deems it necessary or appropriate to cause or allow third parties to construct or install permanent underground or above ground utility lines, pipelines facilities, transmission lines, drainage swales and sidewalks etc. (the “work”), which will cross the Encroachment Area, or to perform such other work upon the Encroachment Area as may be deemed necessary in the sole discretion of City of Cold Lake, the Grantee shall in no way interfere with or hinder the construction, installation, repair or maintenance undertaken by City of Cold Lake or any person to whom City of Cold Lake has granted such permission. The Grantee shall provide further documentation as may be deemed appropriate in the sole discretion of City of Cold Lake for the purposes of expediting or permitting the “work” within the Encroachment Area by City of Cold Lake or the nominee of City of Cold Lake.
- (b) In the event City of Cold Lake or members of the Public Body request and deem it necessary to perform such work within the Encroachment Area, the Grantee is responsible for the removal of the development within the Encroachment Area, at the request of City of Cold Lake.

8. **Grantee's Obligations**

The Grantee Shall:

- (a) **Grantee's Sole Expense** - keep, maintain, and repair the Encroachment and the Encroachment Area in good order and condition. In the event that the Municipality or any franchise utility deem it necessary to access services within the Encroachment Area, at any time, the Grantee shall be responsible for any and all costs which may incur from work undertaken as a result of the Encroachment. If the Encroachment must be removed, the Grantee shall be responsible for the removal of the Encroachment at the Grantee's sole expense within 30 (Thirty) days of written notification or other mutually agreed to time period. If emergency access is required, the Municipality may remove the Encroachment at the Grantee's sole expense at any time.
- (b) **No increase, rebuilding or alterations in Encroachment Area** - ensure that the Encroachment Area is not enlarged, added to, rebuilt, or structurally altered except as may be necessary to maintain and repair the permitted encroachment;
- (c) **Re-development** - ensure that any further development built on the Grantee's Land will not encroach in, on, over or under the Municipal Lands;
- (d) **Taxes** - promptly pay when due any additional municipal property taxes (including without limitation local improvement taxes) that are assessed and levied against the Grantee's Lands by virtue of the Encroachment. The Grantee acknowledges and agrees that the municipal assessment and tax records for the Grantee's Lands may be amended to include the Encroachment and the Encroachment Area;
- (e) **Discharges** - promptly discharge any and all encumbrances registered against the Encroachment Area, including Builder's Liens which are registered as a result of any action of the Grantee, its agents, officers, employees or independent contractors. In the event the



Grantee fails to discharge any such encumbrance within fifteen (15) days of receiving notice from City of Cold Lake, City of Cold Lake may forthwith terminate this Agreement;

- (f) **Real Property Report** - The Grantee, at their sole expense, shall obtain and provide to the City a current Real Property Report, prepared by a registered Alberta Land Surveyor (ALS) detailing the encroachments upon the Municipal Lands as of the date of signing of this Agreement.

9. **Landscaping**

The Grantee shall not install or erect any trees, landscaping other than grass, buildings, improvements or structures on the Encroachment Area, other than the Encroachment permitted herein without the express written consent of the City of Cold Lake which consent may be arbitrarily withheld. If the City of Cold Lake permits the Grantee to install or erect any trees, landscaping, buildings, improvements or structures, the same are to be constructed in a workmanlike manner so as to minimize damage to the Encroachment Area, and the Grantee shall, after any such work, restore the Encroachment Area to a level and condition equivalent to that which existed prior to the commencement of any such construction and the existing grading running the length of the Municipal Lands shall not be altered or obstructed by any such construction;

10. **Termination**

This agreement shall be in force and effect for a period of three (3) years from the date of signing but may be terminated by the City as follows:

- (a) The City of Cold Lake gives to the owner the right, license, and privilege to continue the Encroachment until such time as the Municipality determines that the affected area of the Municipal Lands are required for public use and shall give to the Grantee not less than Thirty (30) days written notice of such termination, which notice shall terminate this Agreement at the expiration of notice period given, or
- (b) If the Grantee defaults in the performance of any covenant, condition or term of this agreement and such default is not remedied within (10) days' notice of such default, this Agreement shall thereupon terminate without further notice, or
- (c) The Encroachment Agreement shall be terminated upon sale of the property, unless it has been assigned to the purchaser in accordance with Clause 11.

11. **Non-Assignability of Agreement**

- (a) The Grantee shall not assign this Agreement without the express written approval of the City, such approval shall not be unreasonably withheld.
- (b) It is understood between the City and the Grantee that any assignment of the Agreement to which the City consents shall not be permitted unless and until:
- i) The proposed assignee enters into a further agreement with the City whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Licensee as set forth in this Agreement; and



- ii) The proposed assignee has deposited with the City all insurance and security as required by the terms of this Agreement.

12. **Grantee's Obligations on Termination**

Upon termination of this Encroachment, the Grantee shall remove all property belonging to the Grantee from the Encroachment Area and restore the Encroachment Area to a level and condition equivalent to that which existed prior to the commencement of the Encroachment and to the City of Cold Lake Municipal Engineering Standards.

If the Grantee fails or neglects to restore the Encroachment Area or fails to remove any and all property of the Grantee from the Encroachment Area within thirty (30) days of the termination of the Encroachment, City of Cold Lake shall have the right, but not the obligation, to take such action as is reasonably necessary in the sole discretion of City of Cold Lake to remove all property of the Grantee from the Encroachment Area, and to restore the Encroachment Area to the level and condition equivalent to that which existed prior to the commencement of this Encroachment.

City of Cold Lake shall not be responsible for any loss or damage, however caused, to any property of the Grantee hereby removed from the Encroachment Area, and the Grantee further agrees to compensate City of Cold Lake, its servants, contractors or agents pursuant to this clause. Any cost incurred by City of Cold Lake pursuant to this clause shall be a charge and encumbrance against the Grantee's Lands and the Grantee hereby charges the Grantee's Lands for such costs;

13. **Quiet Possession**

The Grantee by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Grantee without any unreasonable hindrance, molestation or interruption from City of Cold Lake, subject always to the terms of the Agreement;

14. **Owner's Possession**

If the Grantee fails or neglects within thirty (30) days of the receipt of notice from City of Cold Lake or a mutually agreed to time period to comply with the requirements of this Agreement, without notice in the case of an emergency or in the event that the City deems it necessary and in the public interest terminate this agreement and have the encroachment removed prior to the expiration date of this agreement specified in Clause 10, the City of Cold Lake may (but is not required to);

- (a) perform or cause to be performed the requirements of this Agreement on behalf of and at the Grantee's cost and expense. The Grantee will reimburse the City of Cold Lake for all costs, charges, and expenses incurred by the City of Cold Lake on behalf of the Grantee within (10) days of receipt by the Grantee of an invoice for them;
- (b) demolish and remove the Encroachment on behalf of and at the Grantee's cost, charges and expenses and terminate the Grantee's rights under this Agreement. The Grantee will reimburse City of Cold Lake for all costs, charges and expenses incurred by City of Cold Lake for undertaking such work within ten (10) days of receipt of an invoice from City of Cold Lake for such costs;

(c) pursue any right or remedy which City of Cold Lake may be entitled to under this Agreement, or in law or equity;

15. **Compliance with Law**

The Grantee shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Encroachment Area by the Encroachment;

16. **Notice of Accidents**

The Grantee shall provide City of Cold Lake prompt written notice of any accident, damage or injury occurring on the Encroachment Area however caused;

17. **Insurance**

The Grantee shall carry comprehensive liability insurance with insurable limits of no less than TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident and the Grantee shall provide proof of such insurance to the satisfaction of City of Cold Lake upon demand.

The Grantee shall also waive its rights of subrogation against City of Cold Lake. City of Cold Lake reserves the right from time to time to require the Grantee to increase its comprehensive liability insurance coverage where such coverage would be considered necessary by a prudent owner of similar improvements in the Province of Alberta;

18. **Indemnity**

Save and except for the negligent act or willful misconduct of City of Cold Lake, the Grantee shall indemnify City of Cold Lake and save it harmless from and against all claims, actions, damages, liabilities and expenses in connection with losses of life, personal injury, damage to property, or any other damage, loss or injury which are based upon, or arise out of or are in any way connected with the Encroachment or the Encroachment Area and the exercise of the rights and privileges contained in this Agreement, including but not limited to the following:

- (a) loss or damage suffered or incurred by the Grantee or those for whom the Grantee is in law responsible;
- (b) loss or damage suffered or incurred by City of Cold Lake or those for whom City of Cold Lake is in law responsible (including without limitation any additional costs and expenses incurred by City of Cold Lake in carrying out work on the Municipal Lands by reason of the Encroachment);
- (c) damage or expense sustained by the Grantee and related to the removal of the Encroachment;
- (d) any claim for loss or damage made, brought or prosecuted by anyone else;

19. **Grantee's Risk**

All property of the Grantee which may hereafter be located on, under, or over or adjacent to the Encroachment Area shall be at the sole risk of the Grantee and City of Cold Lake shall not be

liable for any loss or damage thereto howsoever caused and the Grantee hereby releases City of Cold Lake from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage, except and to the extent such loss or damage is caused by the negligence of City of Cold Lake or its servants or agents;

20. **Compensation for Damages**

The Grantee shall compensate City of Cold Lake for all damage to the property of the City of Cold Lake arising out of the activities of the Grantee on or adjacent to the Encroachment, whether or not such activities are in pursuance of the rights herein granted to the Grantee;

21. **Owner's Obligations After Termination**

Any obligation of the Grantee to protect City of Cold Lake shall survive the termination of this Agreement;

22. **Successors**

The Agreement shall be binding upon and enure to the benefit of City of Cold Lake and its successors, licensees and permitted assigns, and the Grantee and its successors and assigns;

23. **Renewal**

This Encroachment Agreement shall automatically renew upon receipt of payment for a further term of three (3) years from the date of expiry of the initial term, or the date of expiry of any subsequent term until terminated in accordance with clause 10 on the same terms and conditions.

24. **Charge**

City of Cold Lake shall have a charge upon the Grantee's Lands and the Grantee hereby charges the Grantee's Land for any sum that may at any time be payable to the City of Cold Lake pursuant to this Agreement and City of Cold Lake shall be entitled to file a Caveat against the title to the Grantee's Land to protect such interest under this Agreement;

25. **Registration**

At the Sole cost of the Grantee, the Grantee is required to register this Encroachment Agreement by Caveat with the Northern Alberta Land Titles Office.

26. **Notice**

All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:



TO Grantor at:

**CITY OF COLD LAKE**  
**5513 48<sup>th</sup> Ave.**  
**Cold Lake, Alberta T9M 1A1**

**Attention: Manager of Land-Use Planning, Development and Regulatory Services**

TO the Grantee at:

**NAME**  
**Address**  
**City, Postal**

**Attention:**

At such time the property is conveyed, City of Cold Lake must receive notice by way of a copy of Certificate of Title registered in the new owners name, delivered or faxed, within fourteen (14) days of registration of same, or this agreement will be considered null and void.

27. **Whole Agreement**

The Grantee acknowledges and agrees that the rights herein conferred to the Grantee are only such rights as are specified herein and that City of Cold Lake has made no representations, warranties, promises or agreements, either expressed or implied, beyond those contained herein;

28. **Severability**

Should part of this Agreement be or become illegal or unenforceable, it will be considered severable from this Agreement and the remainder of this Agreement will remain in effect as though the illegal or unenforceable parts had not been included.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written:

**CITY OF COLD LAKE (Seal)**

\_\_\_\_\_  
**Craig Copeland**  
**MAYOR**

\_\_\_\_\_  
**Kevin Nagoya,**  
**CHIEF ADMINISTRATIVE OFFICER**

\_\_\_\_\_  
**XXXXXXXX**  
**GRANTEE**



Appendix 'A'