

**Town of Lunenburg**  
**Street Encroachment By-Law**

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## **PART 1: Title, Application, Purpose and Definitions**

### **Title**

1.1 This By-Law is entitled the “Town of Lunenburg Street Encroachment By-law”.

### **Application**

1.2 This By-law applies only to streets, sidewalks and other property owned by the Town of Lunenburg and to activities or conditions affecting such Town of Lunenburg streets, sidewalks and property.

### **Purpose**

1.3 Whereas:

- (a) Pursuant to S. 308(2) of the *Municipal Government Act* SNS 1998, c. 18 as amended, all streets are vested absolutely in the Town and the Town has full control over the streets “insofar as is consistent with their use by the public”;
- (b) S. 314(2) of the *Municipal Government Act* provides that a council may, by by-law, regulate encroachments upon, under or over streets, including stipulating the period of time an encroachment may remain and the entering into of agreements, including terms and conditions, for particular encroachments; and
- (c) The Town is enacting this by-law to authorize the municipality to enter into a License Agreement with abutting property owners in relation to encroachments upon a street.

### **Definitions**

1.4 In this By-law:

- (a) “abutter” means the owner of any premises or lot in the Town of Lunenburg which abuts a Town of Lunenburg street (and where the premises or lot has been registered as a condominium under the *Condominium Property Act* includes the condominium corporation which manages the premises or lot);

- (b)** “building” means a roofed structure, whether permanent or temporary, used or capable of being used for the shelter or accommodation of persons, animals, materials or equipment and includes all additions, porches, verandahs, decks and trim attached thereto. Without limiting the foregoing, a building includes any projections such as a bay window as well as foundation walls and external stairs;
- (c)** “Building Code” means the Building Code adopted pursuant to either or both of the Building Code Act, RSNS 1989, c. 46 and the Nova Scotia Building Code Regulations;
- (d)** “Council” means the Council of the Town of Lunenburg;
- (e)** “Development Officer” means the Town of Lunenburg Development Officer appointed to administer the Land Use By-Law and includes a person acting under the supervision and direction of the Development Officer;
- (f)** “Engineer” means the Town of Lunenburg Engineer and includes a person acting under the supervision and direction of the Engineer;
- (g)** “Encroachment” means an encroachment upon a public street which includes any structure on, over or under a public street;
- (h)** “Existing” means an encroachment that existed prior to the coming into force of this By-law;
- (i)** “Heritage Officer” means the person appointed to administer the Heritage Conservation District By-Law and includes a person acting under the supervision and direction of the Heritage Officer;
- (j)** “License” means an Encroachment License issued pursuant to the terms of this By-Law;
- (k)** “location certificate” means a graphic illustration showing the boundaries of the property in question, and the location of buildings and other elements of use thereon, which is prepared and certified by a Nova Scotia Land Surveyor;
- (l)** “Lunenburg bump” means either a large extended dormer or a combination of extended dormer and entrance porch;
- (m)** “Manager/Clerk” means the Manager/Clerk of the Town of Lunenburg and includes the Deputy Manager/Clerk;

- (n)** “Municipal Government Act” means the Municipal Government Act, S.N.S. 1998, c. 18 as amended from time to time;
- (o)** “Plan of Survey” means a survey plan prepared and certified by a Nova Scotia Land Surveyor;
- (p)** “repair” means to put back into good condition after wear, decay or damage. Repair does not mean to replace or restore;
- (q)** “replace” means the removal of essentially the entire thing, and reconstruction of the thing, involving placement of new structural members (whether in the same pattern, size, shape or materials or not);
- (r)** “restore” and “restoration” mean to produce a structure which is the same or substantially the same as that which previously existed (whether or not a structure exists in that location at the date of application for a License);
- (s)** “roadway” means that portion of a Town of Lunenburg street between the curb lines, or the traveled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
- (t)** “sidewalk” means that portion of a Town of Lunenburg street between the curb line and adjacent property line, or any part of the street especially set aside for pedestrian travel and separated from the roadway;
- (u)** “site plan” means a site drawing undertaken by the applicant of the property in question shown the approximate location of the street encroachment and its proximity to the property, the building and the street right-of-way;
- (v)** “stairs” unless the content otherwise dictates, shall include any landing associated therewith;
- (w)** “street” means a Town of Lunenburg street, highway, road, roadway, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full right-of-way width. For clarity, “street” also includes an undeveloped declared street, such as Prince Street between Cumberland Street and Lincoln Street, as well as Duke Street between Montague Street and Bluenose Drive;
- (x)** “structure” includes anything that is erected, built or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. Without restricting the foregoing, a structure shall

include buildings, walls, fences, porches, landings, ramps, stairs, satellite dishes, antennae, and any similar device attached to a structure. For the purposes of this By-law, the term "structure" shall not include signs or canopies/awnings attached to a structure that are permissible under the Land Use By-law;

- (y) "Town" means the Town of Lunenburg;

## **PART 2: General Provisions**

- 2.1** The following types of encroachments may apply for a Street Encroachment License pursuant to this By-law:
  - (a) Abutters may apply for an Encroachment License in order to build within the Street right-of-way to provide access into their buildings including, but not limited to, barrier free accessible accesses, to the extent necessary to comply with the Building Code provided all requirements of this By-law are adhered to;
  - (b) Abutters may apply for an Encroachment License in order to legitimize any existing encroachment within the Street right-of-way provided all requirements of this By-law are adhered to; and
  - (c) Abutters with existing encroachments associated with their access into their building or abutters with existing Encroachment Agreement Licenses who may wish to make improvements to their building access to the extent necessary to comply with the Building Code may apply for an Encroachment License provided all other requirements of this By-law are adhered to.
- 2.2** The Town reserves the right to remove any encroachment that impedes or hinders in any fashion the safe operation of the Street for pedestrian and vehicular purposes.
- 2.3** Encroachment Licenses shall not be issued for any encroachment that provides building access to any floor other than the floor closest to street level.
- 2.4** Encroachment Licenses shall not be issued for any encroachment that, in the opinion of the Town Engineer, will affect the flow of pedestrian or vehicular traffic on the street right-of-way or snow plowing operations.
- 2.5** Encroachment Licenses shall not be issued for any encroachment that provides access of a motor vehicle into a building, other than assistive motor vehicles

such as power/electrical wheelchairs and similar devices.

- 2.6 Encroachment Licenses shall not be issued for any encroachment where the encroachment would create less than a 1.2m width of pedestrian travel surface between the encroachment and the roadway.
- 2.7 The encroachment shall not extend onto the frontage or flankage of an abutting property.
- 2.8 Encroachment Licenses pursuant to this Part shall not exceed ten (10) years in duration.
- 2.9 No Encroachment License shall be issued pursuant to this Part unless the abutter provides an agreement of indemnity in favour of, and in a form satisfactory to, the Town, for the defense and indemnification of any claims arising out of or in any way related to the encroachment area on public property.

### **Part 3: Sidewalk Café, Sidewalk Sales Area, Street Furniture and Landscaping Features**

- 3.1 Notwithstanding Part 2 of this By-law, abutters may apply for an Encroachment License for sidewalk cafes, sidewalk sale area, sidewalk furniture or to install landscaping features provided all other requirements of this By-law are adhered to.
- 3.2 The Town reserves the right to remove any encroachment pursuant to this Part that impedes or hinders in any fashion the safe operation of the Street for pedestrian and vehicular purposes.
- 3.3 Encroachment Licenses shall not be issued for any encroachment pursuant to this Part that, in the opinion of the Town Engineer, will affect the flow of pedestrian or vehicular traffic on the street right-of-way or snow plowing operations.
- 3.4 A sidewalk café shall be operated for no longer than the operating hours of the principal use to which it is accessory, and in any event, must be closed not later than 2:00 am of any given day.
- 3.5 A sidewalk café shall not service food, drinks or any similar items on the sidewalk or encroachment areas. Any sale of food, drinks or any similar items shall occur only within the building.
- 3.6 Any goods which are displayed and offered for sale must be goods which are also displayed and offered for sale in the retail store and/or restaurant.

- 3.7** Any outdoor display, street furniture or landscaping features shall be a minimum of 0.43m (17 inches) in height and shall not pose a safety hazard to pedestrians by virtue of the materials which it is made or the form of the display, furniture, or landscaping. No outdoor display, street furniture or landscaping features shall impede upon the minimum 1.2m wide pedestrian travel surface.
- 3.8** No sidewalk café, sidewalk sale area, street furniture or landscaping features shall be placed on a sidewalk or other public property unless the abutter provides an agreement of indemnity in favour of, and in a form satisfactory to, the Town, for the defense and indemnification of any claims arising out of or in any way related to the sidewalk café, sidewalk sale area, street furniture or landscaping features placed on public property.
- 3.9** The encroachment shall not extend onto the frontage or flankage of an abutting property.
- 3.10** All objects shall be contained within the approved encroachment area with the exception of temporary signs which may be placed outside the area but immediately abutting. No signage shall impede upon the minimum 1.2m wide pedestrian travel surface.
- 3.11** Lighting shall be temporary in nature and shall not project light onto adjacent properties or cause a nuisance with pedestrian and/or vehicular traffic flows. Lights that vary in intensity such as, but not limited to, flashing lights, or lights that change in colour shall be prohibited.
- 3.12** Landscaping shall be temporary, unless otherwise approved. Plant material shall be contained within the approved encroachment area or otherwise be immediately abutting. No landscaping shall impede upon the minimum 1.2m wide pedestrian travel surface.
- 3.13** All umbrellas shall be located entirely within the approved encroachment area and shall not extend beyond the extremities of the approved encroachment area.
- 3.14** The encroachment area as well as the immediate area adjacent shall be kept in a clean and safe condition at all times.
- 3.15** The Town retains the right of entry into the encroachment area for the installation, reinstatement, maintenance, and repair of pipes, cables, wires, poles, hydrants, and other elements as necessary. In the case of emergency, entry shall be made without notice. For scheduled work, a minimum notice of 24 hours will be given.



- 3.16** When access is required by the Town, the encroachment or part thereof as necessary to carry out said installation, reinstatement, maintenance, and/or repair, shall be removed and reinstated after the work has been carried out at the expense of the abutter(s) in which the Encroachment License is issued to.
- 3.17** Encroachment Licenses pursuant to this Part shall not be issued for any encroachment where the encroachment would create less than a 1.2m (4 feet) width of pedestrian travel surface between the encroachment and the roadway. Notwithstanding this section, those properties identify on Schedule D may encroach with a sidewalk café, sidewalk sale area, street furniture and/or landscaping features 100 percent between the building and the roadway subject to the approval of the Town Engineer.
- 3.18** Encroachment Licenses pursuant to this Part shall not exceed five (5) years in duration.

#### **Part 4: Application**

- 4.1** An application for an Encroachment License Agreement shall be made in writing on a form as specified by the Town from time to time. An example of a proposed Encroachment License Agreement template is attached in Schedule "A".
- 4.2** The application for an Encroachment License Agreement shall include the application fee of \$100.00 (HST included) or an amount as determined by Council by policy from time to time.
- 4.3** The application for an Encroachment License Agreement shall include an Indemnity Agreement. An example of a proposed Indemnity Agreement is attached in Schedule "B".
- 4.4** Every Application for an Encroachment License Agreement shall:
- (a)** unless waived by the Development Officer be based upon a Plan of Survey or a location certificate showing the location of any sidewalk and the roadway or paved portion of the street, if applicable, as well as the street line, together with any features within five (5) feet of the street line, and the proposed boundary of the encroachment. In the case where the Development Officer waives the requirement for a Plan of Survey or a location certificate, the applicant shall supply the Development Officer with a site plan showing the location of any sidewalk and the roadway or paved portion of the street, if applicable, as well as the street line, together with any features within five (5) feet of the street line, and the proposed boundary of the encroachment;

- (b) include the street name, civic number, Parcel Identification Number (PID) and graphical illustration of the location of the proposed encroachment with dimensions, location of abutters, and all relevant features, such as, but not limited to, outbuildings, trees, walkways, walls, fences, gardens, and similar items based on a Survey Plan, Location Certificate or a Site Plan; and
- (c) any such other information as in the opinion of the Development Officer or Engineer feels is reasonably necessary to assess the application.

### **Part 5: Administration**

- 5.1 This By-law shall be administered by the Development Officer of the Town.
- 5.2 The Development Officer may request and the applicant shall provide sufficient information to determine compliance with this By-law prior to the issuance of an Encroachment License Agreement. The application shall be deemed incomplete until such time as the requested information is obtained by the Development Officer.
- 5.3 Prior to the issuance of an Encroachment License Agreement the Development Officer shall obtain written approval of the application from the Town Engineer.
- 5.4 In determining whether an Encroachment License Agreement should be approved, the Development Officer shall consider all relevant factors including, without limiting the foregoing, size, proportion, design, the use of the street (including, without limiting the foregoing, the use of any sidewalk) and the requirements of the provisions of the Building By-law, where applicable.
- 5.5 The Encroachment License Agreement shall take the form as outlined in Schedule "A" of this By-law with such modifications as may be deemed appropriate by the Development Officer in each case, or in such other form as may be adopted by Council by Resolution from time to time.
- 5.6 The Encroachment License Agreement shall be for a period not exceeding ten (10) years. There shall be no right of renewal, although the abutter may make a new application for an Encroachment License Agreement. Notwithstanding this Part, sidewalk café, sidewalk sales areas, street furniture and landscaping features shall be for a period not exceeding five (5) years.
- 5.7 Every Encroachment License Agreement authorized pursuant to this By-law shall indicate:

- (a) the type and dimensions of encroachment authorized;
  - (b) the owner, civic address and Property Identification Number (PID) for which such encroachment is authorized;
  - (c) the length of time for which such encroachment is authorized, termination date, and any other such terms and conditions to ensure compliance with this By-law; and
  - (d) any other information, restrictions or conditions deemed relevant by the Development Officer.
- 5.8** For encroachments related to access to a building which are built in error and cannot qualify for an Encroachment License Agreement pursuant to this By-Law, the Town Engineer may at his discretion, issue a Comfort Letter.
- 5.9** Without restricting any of the provisions in this By-law, the Town Engineer may issue a comfort letter for an encroachment under the signature of the Engineer, stating that the Town has no present intention to require the removal of an existing encroachment, but that the Town could require removal at any time in the future without notice or compensation to the property owner. The Engineer may require such information as in his or her opinion is reasonably necessary to determine the nature and extent of the encroachment before issuing a comfort letter. A draft comfort letter is attached to this By-Law as Schedule "C". The comfort letters shall be in this form, with such modifications in form as may be deemed appropriate by the Town Engineer in each case, or in such other form as may be adopted by Council by Resolution from time to time. There shall be a fee of \$100.00 for a Comfort letter or such other amount as may be determined by Council by policy from time to time.

#### **Part 6: Change in Ownership**

- 6.1** The License may be assigned by the Licensee to a new purchaser or owner. A new purchaser or owner shall, within 120 days of the change in ownership, notify the Development Officer of the name and postal address of the new purchasers or owners, and make a new application for an Encroachment License Agreement in-keeping with this By-law.

#### **Part 7: Revocation or Refusal**

- 7.1** The Development Officer may revoke a License for breach of this By-law or the Streets By-law or for not meeting or for ceasing to meet the terms of eligibility for

the License, or may refuse to issue a License, upon written notice to the applicant or Licensee mailed to the address of record of the Licensee and no compensation shall be paid in relation thereto.

- 7.2** The Town may, by resolution of Council, revoke a License, at any time during the term of a License by giving 120 days' notice if, in its sole discretion, Council determines that it has need of any portion of the street which is the subject of the License, and no compensation shall be paid in relation thereto.

## **Part 8: Removal of Encroachments**

- 8.1** Any structure or other encroachment on a street that has:

- (i) heretofore been constructed or maintained; or
- (ii) is hereafter constructed or maintained

upon, under or over any street in the Town, for which an Encroachment License Agreement has not been issued or where such Agreement has expired or has been revoked and is unable to receive an Encroachment License Agreement under this By-law or the owner is unwilling to apply for an Encroachment License Agreement under this By-law shall be removed by the owner immediately upon the request of Council (or within such time period that the Council determines) and no compensation shall be paid therefor. Any such decision shall be communicated to the property owner or occupier by written notice from the Development Officer. Council's authority to require removal shall be in its sole and absolute discretion.

- 8.2** If any owner fails to remove such encroachment immediately (or within such period determined by Council as referred to in Section 8.1, as the case may be), the Town may remove such structure (or cause such structure to be removed) and the cost of such removal may be recovered as a debt from such owner by the Town by action in any Court of competent jurisdiction or may be collected in any manner provided by the Municipal Government Act of the Province of Nova Scotia. Nothing in this Section shall limit the authority of the Town to utilize any remedies contained in the Municipal Government Act, either with respect to removal of the encroachment or recovery of the costs of removal. Without limiting the foregoing, the cost of such removal shall be a lien on the property associated with the encroachment pursuant to the provisions of Section 507 of the Municipal Government Act.

- 8.3** Any failure by the Town to require the removal of an encroachment which has heretofore been constructed or maintained, or any letter from the Town or any official thereof indicating that the Town does not then require the removal of such

encroachments, shall not restrict the Town from requiring the removal of the encroachment in the future or from subsequently requiring an application for an Encroachment License Agreement. The Town shall not be required to pay any compensation in relation to the removal of an encroachment or revocation of an Encroachment License Agreement or refusal to grant an Encroachment License Agreement.

### **Part 9: Appeal**

- 9.1** A person aggrieved by a decision of the Development Officer pursuant to this By-law may appeal that decision to Council within 14 days from the date of mailing of the decision to the owner's address of record, by written notice of appeal to the Manager/Clerk. Council may make any decision that the Development Officer could have made pursuant to this By-law.
- 9.2** Notwithstanding anything else contained herein in this By-law Council has, on appeal, the power to approve an Encroachment License Agreement for an encroachment authorized under this By-law, which is wider than an encroachment otherwise authorized to be granted under this By-law.
- 9.3** After the hearing of an appeal, Council may confirm, rescind or vary the decision of the Development Officer at their sole and absolute discretion.

### **Part 10: Offence**

- 10.1** Any person who violates any provision of this By-law, is guilty of an offence and subject to a penalty as provided in Section 505(2) of the Municipal Government Act SNS 1998, Chapter 18 as amended from time to time and the provisions of Section 505(3) of the said Act shall be applicable.

**SCHEDULE A**

License: \_\_\_\_\_

**ENCROACHMENT LICENSE**

THIS GRANT OF ENCROACHMENT LICENSE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

BETWEEN:

**THE TOWN OF LUNENBURG**, a municipal body corporate,

Hereinafter called the "Licensor"  
OF THE FIRST PART

- and -

\_\_\_\_\_ of Lunenburg, in the County of Lunenburg,  
Province of Nova Scotia,

Hereinafter called the "Licensee"  
OF THE SECOND PART

WHEREAS the Licensor is the owner of a public street in the Town of Lunenburg, known as \_\_\_\_\_;

AND WHEREAS the Licensee is the owner of property located at \_\_\_\_\_, Lunenburg, PID \_\_\_\_\_;

AND WHEREAS the Licensee wishes to construct and/or maintain stairs and railings, in accordance with an encroachment of which is \_\_\_\_\_ onto the \_\_\_\_\_ right-of-way.

As per the attached sketch, Attachment "A", and hereinafter referred to herein as "the encroachment", all of which is shown on the sketch attached hereto;

THE LICENSOR hereby grants to the Licensee a License to construct and/or maintain the encroachment. The License shall expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (not to exceed ten years or five years as the case maybe by the by-law) and shall not be subject to renewal. The Licensee may make application for a new License upon expiry of this License.

THE LICENSEE shall pay the Licensor the sum of \$100 for the License fee.

It is agreed that the Licensee has no claim to the street or other Town lands and may only maintain the encroachment in accordance with the terms of this License.

It is agreed by the Licensee that the encroachment will be maintained by the Licensee in a clean, safe and tidy condition.

The Licensee shall comply with all of the provisions of the by-laws of the Town of Lunenburg as well as all applicable Federal and Provincial legislation and regulations. Without restricting the foregoing, the Licensee shall comply with the provisions of the Streets By-law as well as the Street Encroachment By-law of the Town of Lunenburg.

The following terms, conditions and restrictions are applicable to this License:

The Town shall not be liable for any damage to the encroachment (whether caused by the Town, its agents, servants, employees or workmen or otherwise), including without limiting the foregoing, damage caused by sidewalk snow removal equipment.

Any one or more of the Heritage Officer, Development Officer and Engineer may revoke a License for breach of the Streets By-Law, the Street Encroachment By-law or for not meeting or for ceasing to meet the terms of eligibility for the License upon written notice to the Licensee mailed to the address of record of the Licensee and no compensation shall be paid in relation thereto. The mailing address of the Licensee for the purposes of this notice is

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In addition, the Council of the Town of Lunenburg may at any time revoke any Encroachment License or any renewal thereof by giving 120 days' notice, if in its sole discretion, Council determines that it has need of any portion of the street which is the subject of the License, and no compensation shall be paid in relation thereto.

Note: Section 6.1 of the Street Encroachment By -Law states:

"The License may be assigned by the Licensee to a new purchaser or owner. A new purchaser or owner shall, within 120 days of the change in ownership, notify the Development Officer of the name and postal address of the new purchasers or owners, and make a new application for an Encroachment License Agreement in-keeping with this By-law."

DATED at Lunenburg, Nova Scotia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF LUNENBURG** - per:

\_\_\_\_\_  
HERITAGE OFFICER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DEVELOPMENT OFFICER

\_\_\_\_\_  
TOWN ENGINEER

**LICENSEE**

\_\_\_\_\_  
Witness

(Affix Seal)

**ATTACHMENT "A"**

**Sketch/Location Certificate**



**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the annexed Grant of Encroachment License, who having been by me duly sworn, made oath and said that THE Town of Lunenburg by its Town Engineer, Heritage Office, and Development Officer one of the parties thereto, signed, sealed and delivered the same in their presence.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_, one of the parties mentioned in the foregoing and annexed Grant of Encroachment License, signed, and executed the said Grant of Encroachment License in my presence and I have signed as witness to such execution.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**SCHEDULE B**

**INDEMNITY**

THIS Indemnity Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

\_\_\_\_\_ of Lunenburg, in the County of Lunenburg,  
Province of Nova Scotia,

- and -

**THE TOWN OF LUNENBURG**, a municipal body corporate,

Hereinafter referred to as the "TOWN"

WHEREAS the undersigned are the owners of a structure located at \_\_\_\_\_, in the Town of Lunenburg and, subject to the execution of this Indemnity and the Encroachment License, has received permission to place or retain an encroachment within the street right-of-way adjacent to this structure as follows: Encroachment (herein referred to as the "Encroachment"); The encroachment of which is \_\_\_\_\_ onto the \_\_\_\_\_ right-of-way.

AND WHEREAS an Encroachment License may not be issued without the execution of an Indemnity pursuant to the provisions of the Street Encroachment By-law;

NOW THIS INDEMNITY WITNESSETH that in consideration of the Town allowing the Encroachment subject to the provisions of the Street Encroachment By-Law and the terms of the Encroachment License, and this indemnity being under seal, the Undersigned hereby for himself, his heirs, executors, administrators, successors and assigns agrees to indemnify (and does hereby indemnify) the Town, its agents, servants, workers, councillors, mayor and employees and their, and each of their heirs, executors, administrators, successors and assigns from and against all claims, suits, demands, causes of action, losses, costs (including legal costs) and damages resulting from or in any way related to the Encroachment.

The Undersigned acknowledges that the Town may require the removal of the Encroachment pursuant to the enabling provisions of the Street Encroachment By-Law and no compensation shall be paid therefor.

This Indemnity shall be read with all changes of number and gender required of the context.

IN WITNESS WHEREOF the Undersigned has hereunto set their hand and affixed their seal.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owners

(Affix Seal)

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the annexed Indemnity, who having been by me duly sworn, made oath and said that \_\_\_\_\_ one of the parties thereto, signed, sealed and delivered the same in their presence.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, one of the parties mentioned in the foregoing and annexed Indemnity, signed, and executed the said Indemnity in my presence and I have signed as witness to such execution.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**B. Photo of Existing Encroachment**

**Schedule "C"**  
**Example of a Comfort Letter**

Applicant's Mailing Address

Dear \_\_\_\_\_:

RE: Encroachment on Town Property at (civic location) Street, Lunenburg

Thank you for your letter of \*\*\*\*\* respecting the above noted matter. I have examined the location certificate (Site Plan) and observed the encroachment as depicted (see copy attached). This encroachment is a \*\*\*\*\* encroaching on Town property. Given that this is only a location certificate, there could be other encroachments that would be apparent on further examination which we reserve the right to object to should this become necessary. Any unknown encroachment shall not form any part of this comfort letter.

At the present time, the Town of Lunenburg does not object to this encroachment and has no present intention to require the removal of the encroachment, but the Town could require removal at any time in the future without notice or compensation to you. The Town may also at its discretion in the future require you to make an application for an Encroachment License Agreement.

Please note that permission for this encroachment pursuant to this comfort letter may be revoked at any time. No possessory title may be claimed as a result of this encroachment. Further, please be advised that you remain responsible for any property damage, personal injury, other damages or loss that may arise as a result of this encroachment and are required to hold the Town harmless from same. It is your responsibility to maintain these encroachments in a safe, clean and tidy condition while so occupied, unless otherwise directed by the Town.

Thank you for your inquiry. Please contact me at your convenience if additional information is required.

Yours very truly,

Town Engineer

cc: Town Manager/ Clerk  
Development Officer

**Schedule D**  
**Map of South Side of Bluenose Drive**  
**Properties that may encroach 100% into the street right-of-way**  
**between their building and the roadway**

