

**Policy Subject / Title – Use of a Portion of Former CNR Right-of-Way
in Liverpool**

GENERAL STATEMENT OF POLICY:

67.01 **Whereas** the Region of Queens Municipality is the owner of the former CNR Right-of-Way in Liverpool, which in most areas is sixty-six (66) feet in width;

And Whereas interest has been expressed from some property owners whose properties abut the former CNR right-of-way, to landscape and/or improve the portion of right-of-way which abuts their property;

And Whereas Council wishes to maintain ownership of the right-of-way, but feels that the entire sixty-six foot (66') width is not required by the Region, for such recreational purposes as walking trails, at this time.

And Whereas Sections 50(3) and (4) of the *Municipal Government Act* sets out that:

50(3) *The property vested in a municipality, absolutely or in trust, is under the exclusive management and control of the Council, unless an Act of the Legislature provides otherwise.*

50(4) *Possession, occupation, use or obstruction of property of a municipality does not give an estate, right or title to the property.*

Therefore it shall be the policy of the Region of Queens Municipality to deal with requests to utilize portions of the former CNR right-of-way in Liverpool as follows.

REQUIRED PROCEDURAL STEPS:

67.02 Written application to utilize a portion of the former CNR right-of-way (ROW) shall be submitted to the Clerk of the Region of Queens Municipality.

67.03 Applicant must own property immediately abutting the ROW and only that portion of the ROW which immediately abuts the applicant's property may be utilized.

67.04 The work which shall be permitted to be carried out by the applicant shall be limited to:

- a) Placement of fill to level subject area;
- b) Placement of topsoil and grass seed / sod, and maintenance thereof; and
- c) Placement of shrubs and maintenance thereof.

**Policy Subject / Title – Use of a Portion of Former CNR Right-of-Way -
in Liverpool**

- 67.05 No permanent structures, such as buildings or fences, shall be permitted on the subject portion of the ROW.
- 67.06 Applicant shall be responsible for maintaining area, i.e. cutting grass and keeping the area free of refuse, debris, and other materials.
- 67.07 Subject lands shall not be used for any type of storage.
- 67.08 The applicant shall provide the Region of Queens Municipality with proof of liability insurance in the amount of \$2,000,000.00 per occurrence, with the Region as a named insured.
- 67.09 The applicant shall enter into an agreement with the Region of Queens Municipality in the form attached hereto as (Schedule “A”).
- 67.10 The applicant shall include a site plan showing the area to be utilized by the applicant.
- 67.11 No work shall commence on the ROW prior to the signing of the agreement referred to in Item 67.09 above, and the signing of that Agreement shall constitute approval of the application.

Approval of Council:

January 13, 2003

- b) The Grantee hereby acknowledges that the area of land subject to this agreement, as shown on the attached site plan and identified as the Subject lands, is the property of the Region of Queens Municipality, and that the use of this land by the Grantee shall under no circumstances create a proprietary interest in the said lands in favour of the Grantee.
- c) No work shall commence on the Subject Lands prior to the signing of this agreement.
- d) The Grantee shall be responsible for maintenance of the Subject Lands; i.e. cutting grass and keeping the area free of refuse, debris, and other materials.
- e) The Grantee agrees that the Subject Lands shall not be used for any purpose other than those mentioned above.
- f) The Grantee shall have the Subject Lands included in their liability insurance policy and provide the Region with a copy showing this inclusion. This policy is to provide liability insurance coverage of at least \$2,000,000.00 per occurrence.
- g) The Grantee shall be obliged to disclose to any potential purchasers of the Grantee's property the existence of this agreement. Disclosure in this regard shall be in the form of written notice to any such potential purchaser with a copy being simultaneously provided to the Grantor.
- h) The Region of Queens Municipality may at any time terminate this agreement without cause, however all reasonable attempts will be made to provide the Grantee with sixty (60) days written notice of termination.
- i) Upon termination of this agreement, the Grantee shall, upon the written request of the Grantor, be responsible for the removal of any materials which the Grantee had placed upon the subject lands and for the return of the property to its original condition, unless agreed to by both the Grantor and the grantee. Any costs associated with the removal of this material and any required remedial work will be borne by the Grantee.
- j) The Grantee acknowledges that should the agreement be terminated, for any reason whatsoever, there shall be no compensation payable to the Grantee for work carried out on the Subject Lands.
- k) This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the Region of Queens Municipality and the Grantee executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIEVERED)

)

) **Per:** _____

)

Witness

)

) **Per:** _____

)

)

)

) **REGION OF QUEENS MUNICIPALITY**

)

)

) **Per:** _____

)

) Mayor

)

)

Witness

)

) **Per:** _____

)

) Regional Clerk