COUNTY OF RENFREW

BY-LAW NUMBER 23-01

A BY-LAW TO GRANT AN EASEMENT
OVER CERTAIN LANDS FOR DRAINAGE PURPOSES

WHEREAS Renfrew County Road 49 is under the jurisdiction of the Council of Corporation of the County of Renfrew;

AND WHEREAS it is necessary to acquire a drainage easement over certain lands at the intersection of County Road 49 and Glen Road in the Township of Whitewater Region.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That the Council of the County of Renfrew acquire a deed of easement of the lands described in Schedule “A” for the purposes of drainage, annexed hereto and forming a part hereof for the purpose of drainage.

2. That said grant of easement be registered at the Registry Office for the Registry Division of Renfrew.

3. That the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said contract.

READ a first time this 28th day of March, 2001.

READ a second time this 28th day of March, 2001.

READ a third time and finally passed this 28th day of March, 2001.

BARRY MORAN, WARDEN 

NORM LEMKE, CLERK


SCHEDULE “A”

1. The Transferor hereby grants, transfers and conveys unto the Transferee, its successors and assigns, in perpetuity, the free and unencumbered right, license, easement or rights in the nature of an easement in, over, across, under and upon the lands described in Box 5 of this Transfer/Deed of Land (hereinafter called “the Easement Lands”).

   (a) To enter, re-enter, lay down, install, construct, maintain, open, inspect, add to, alter, repair and keep in good condition, remove, replace, improve, reconstruct, relocate any drainage works including all appurtenances necessary or incidental thereto.

   (b) To keep the Easement Lands clear of all brush, trees and other buildings or obstructions of any nature whatsoever as may be necessary or advisable for the exercise and enjoyment of the rights herein granted.

   (c) For the employees, agents, contractors and workmen of the Transferee and other persons duly authorized by the Transferee, at all times and from time to time, to pass and repass with all plant machinery, material, vehicles and equipment as may be necessary along the Easement Lands for all purposes necessary or incidental to the exercise and for the enjoyment of the rights and easements herein granted.

   (d) Upon completion of the said work or any future works, the Transferee shall remove its equipment and restore the property to substantially the same condition in which it was at the time the easement was granted.

2. The Transferors shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected, or built on, in, over, through or under the Easement Lands any building, structure or other obstruction whatsoever without the prior written consent of the Transferee.

3. The Transferors, their successors, successors in title, and assigns shall keep the Easement Lands free from obstruction including without limitation trees, brush or similar growth or filling in with earth or other objects that may interfere with the use of the Easement Lands by the Transferee.
4. The rights and easements hereby granted are and shall be of the same force and
effect to all intents and purposes as a covenant running with the Easement Lands
and this grant, including all the covenants and conditions herein contained, shall
extend to, being binding upon and enure to the benefit of the successors,
successors in title and assigns of the parties hereto respectively, and all covenants
herein contained shall be construed to be several as well as joint, and wherever
the singular or masculine is used, it shall be construed as if the plural or the
feminine or the neuter as the case may be, had been used, where the context or
the party or parties hereto so require, and the rest of the sentence shall be
construed as if the grammatical and terminological changes thereby tendered
necessary had been made.

5. All covenants herein contained shall be construed to be several as well as joint
and wherever the singular and the masculine are used in this Transfer and Grant
of Easement, the same shall be construed as meaning the plural or the feminine or
neuter where the context of the parties hereto so require.

6. The burden and benefit of this Transfer and Grant of Easement shall run with the
land and shall extend to be binding on and enure to the benefit of the parties
hereto and their respective heirs, executors, administrators, successors and
assigns.