



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2871

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH
DENNIS ANTHONY FOLEY**

WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement.

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

1. That the Township of Augusta enter into an agreement with Dennis Anthony Foley for drainage facilities on and through the property more particularly described as follows:

Part of Lots 12, 13 and Part of the Road Allowance
between Lots 12 and 13, Concession 2
Township of Augusta, County of Grenville
being Part 1, on Plan 15R-11230
being Part of PIN 68166-0119 (LT)

2. The Reeve and Clerk are hereby authorized to sign the agreement on behalf of the Corporation of the Township of Augusta.

READ a first and second time this 7th day of March, 2011.

READ a third time and passed this 7th day of March, 2011.

[Handwritten Signature]
REEVE

[Handwritten Signature]
CLERK

DRAINAGE EASEMENT AGREEMENT

Dated this 18th day of February, 2011

BETWEEN:

DENNIS ANTHONY FOLEY,

the Grantor

- and -

THE CORPORATION OF THE TOWNSHIP OF AUGUSTA,

the Grantee

WHEREAS the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage tile and drainage facilities on and through the property more particularly described as being Part 1, Plan 15R-11230, and having a Property Identification Number of 68166-0119;

AND WHEREAS the Grantor is willing to grant an easement to the Grantee for the aforesaid purpose on the terms and conditions set out below.

NOW THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement

The Grantor does hereby grant and convey to the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing and maintaining a drainage tile and drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of the drainage tile and drainage facilities, consistent with the easement provided herein.

Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to the operation and maintenance of the Easement Property. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption of the Grantor's property.

2. Unencumbered Title

The Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance

The operation and maintenance of the drainage facilities described herein and located with the Easement Property shall be the responsibility of the Grantee. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities.

4. Grantor Defined

The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee

The Grantee hereby represents, covenants and warrants in favour of the Grantor, and its successors and assigns, as follows:

- (a) The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

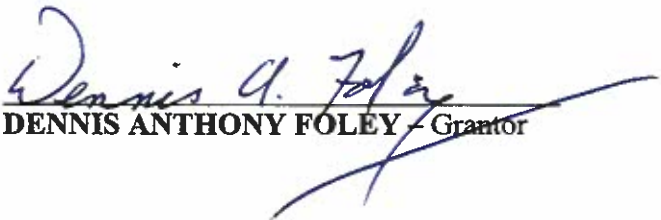
6. Retained Rights

The Grantor shall have all rights to the Easement Property not granted hereby.

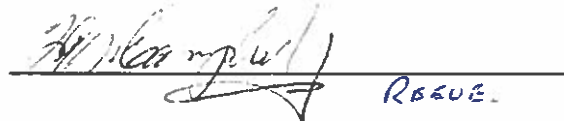
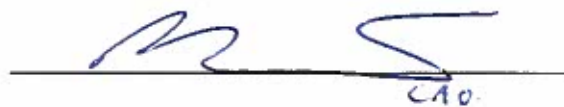
7. Miscellaneous

- (a) Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.
- (b) This easement constitutes all of the agreements, understandings and promises between the Parties hereto, with respect to the subject matter hereof.
- (c) This easement shall be of no force and effect until this easement is duly and validly executed by all Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Easement Agreement as of the date and year first above written.

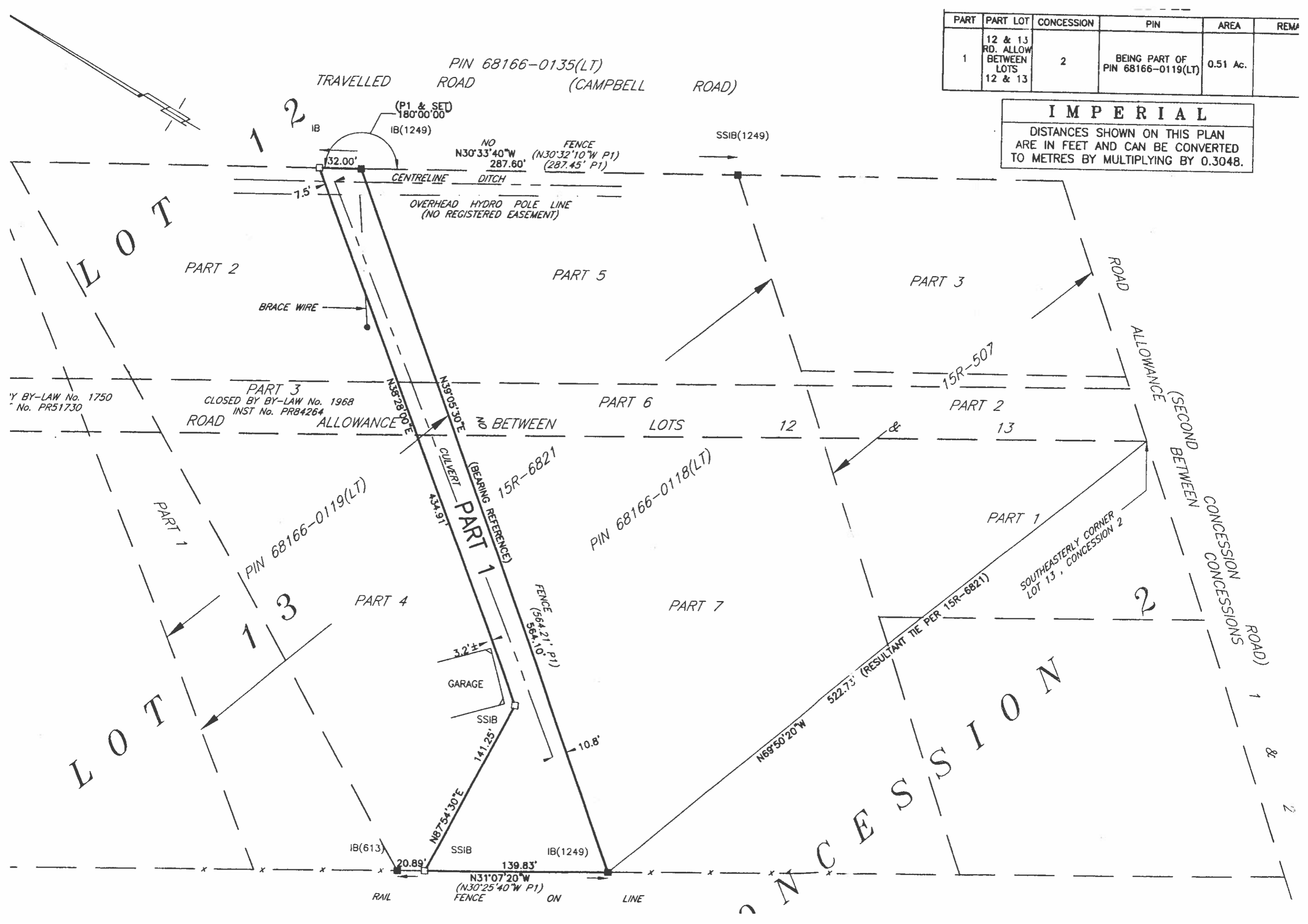

DENNIS ANTHONY FOLEY - Grantor

**THE CORPORATION OF THE
TOWNSHIP OF AUGUSTA - Grantee
Per:**


RESUE.

CAO.

| PART | PART LOT | CONCESSION | PIN | AREA | REMA |
|------|--|------------|-------------------------------------|----------|------|
| 1 | 12 & 13 RD. ALLOW BETWEEN LOTS 12 & 13 | 2 | BEING PART OF PIN 68166-0119(LT) | 0.51 Ac. | |

IMPERIAL
 DISTANCES SHOWN ON THIS PLAN
 ARE IN FEET AND CAN BE CONVERTED
 TO METRES BY MULTIPLYING BY 0.3048.



BY-LAW No. 1750
 No. PR51730

PART 3
 CLOSED BY BY-LAW No. 1968
 INST No. PR84264

SOUTHEASTERLY CORNER
 LOT 13, CONCESSION 2

RAIL ON LINE
 N31°07'20"W
 (N30°25'40"W P1)
 FENCE

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 15R-11230

RECEIVED AND DEPOSITED

DECEMBER 21, 2010

DEC. 21 2010

R.M. Jason

RON M. JASON, O.L.S.

S. COGGAN (RDR)

LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GRENVILLE (No. 15)

**PLAN OF SURVEY OF
PART OF LOTS 12, 13 &
PART OF THE ROAD ALLOWANCE
BETWEEN LOTS 12 & 13
CONCESSION 2**

TOWNSHIP OF AUGUSTA
COUNTY OF GRENVILLE
RON M. JASON O.L.S.

SCALE : 1 INCH=60 FEET

0 20 40 60 80 100 120 140 160 180 200 FEET

NOTES

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTHERLY LIMIT OF PARTS 2, 3 & 4 ON PLAN 15R-6821, HAVING A BEARING OF N39°05'30"E.

LEGEND

- DENOTES PLANTED MONUMENT
- DENOTES FOUND MONUMENT
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CM DENOTES CONCRETE MONUMENT
- CC DENOTES CUT CROSS
- IP DENOTES IRON PIPE
- ⊘ DENOTES ROUND
- WIT DENOTES WITNESS
- ACC DENOTES ACCEPTED
- MEAS DENOTES MEASURED
- INST DENOTES INSTRUMENT
- x-x DENOTES FENCE
- P1 DENOTES PLAN 15R-6821

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 9th DAY OF DECEMBER, 2010.

DECEMBER 21, 2010

R.M. Jason