

**DRAINAGE EASEMENT AGREEMENT**

Dated this 18<sup>th</sup> 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.

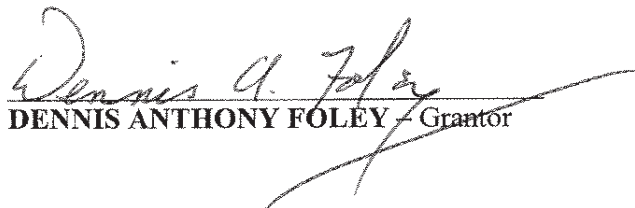
6. Retained Rights

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:

  
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