



**CORPORATION OF THE TOWNSHIP OF AUGUSTA**

**BY-LAW NUMBER 3166-2015**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH  
JUDITH EMMA CALDWELL**

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**WHEREAS** pursuant to the provisions of *Section 8 of the Municipal Act, R.S.O. 2001, c. 25*, as amended, the Council of every municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**AND WHEREAS** the Corporation of the Township of Augusta wish to enter into an agreement with Judith Emma Caldwell for drainage facilities for the lands legally described as Part of Lot 7, Concession 1, Township of Augusta, County of Grenville being Part 1 on Plan 15R-11670, and being part of PIN 68165-0205(LT)

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

1. That the Corporation of the Township of Augusta shall enter into an agreement with Judith Emma Caldwell for drainage facilities on and through the property more particularly described as follows:

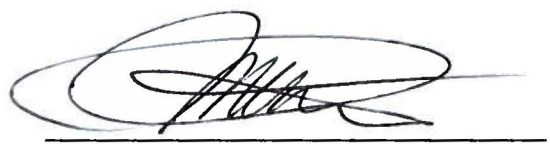
Part of Lot 7, Concession 1  
Township of Augusta, County of Grenville  
Being Part 1 on Plan 15R-11670  
Being Part of PIN 68165-0205(LT)

2. This By-Law shall be registered on the lands prior to registration of the Transfer of Easement.
3. The Mayor and the CAO are hereby authorized to execute any documents necessary to complete the securing of an easement on the said property and to register same in the Grenville Land Registry Office.
4. This by-law comes into force and effect on the date of passing.

**READ** a first time and second time this 27 day of April, 2015.

**READ** a third time and passed this 27 day of April, 2015.

  
MAYOR

  
CLERK

**DRAINAGE EASEMENT AGREEMENT**

Dated this 17 day of June, 2015

BETWEEN:

JUDITH EMMA CALDWELL

(hereinafter referred to as "the Grantor")

- and -

THE CORPORATION OF THE TOWNSHIP OF AUGUSTA

(hereinafter referred to as "the Grantee")

WHEREAS the Grantee desires to acquire an easement in gross for the purpose of the maintenance of a drainage tile and drainage facilities on and through the property more particularly described as Part of Lot 7, Concession 1, Township of Augusta, County of Grenville, being Part 1 on Plan 15R-11670, and being Part of Property Identification Number (PIN) 68165-0205(LT) and being hereinafter referred to as the "Easement Property";

AND WHEREAS the Grantor is willing to grant an easement in gross 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 in gross 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 provisions 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 that 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.


7. Miscellaneous (con't)

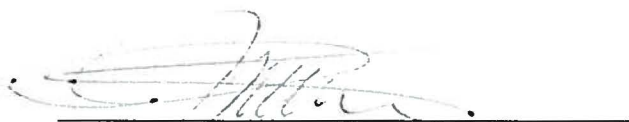
- (b) This easement constitutes all of the agreements, understandings and promises between the Parties hereto, with respect to the subject matter hereof.
- (c) This easement shall be of no force and effect until this easement is duly and validly executed by all Parties hereto.

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

  
\_\_\_\_\_  
JUDITH EMMA CALDWELL - Grantor


THE CORPORATION OF THE  
TOWNSHIP OF AUGUSTA – Grantee

  
\_\_\_\_\_  
Per: Doug Malanka  
Title: Mayor

  
\_\_\_\_\_  
Per: Pierre Mercier  
Title: CAO

**Certified to be a true copy  
of the original**

Date: July 7, 2015

Signature: 

Title: Deputy Clerk