

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW NUMBER 01-03-19

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

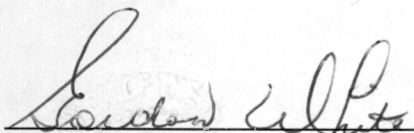
WHEREAS, Section 210, paragraph 88 of the *Municipal Act, R.S.O. 1990 c.M.45*, provides that a municipality, with the consent of the council may acquire land in another municipality for preventing flooding and:

WHEREAS the Council of the Corporation of the Township of Whitewater Region deems it expedient to consent to the acquisition by the Corporation of the County of Renfrew of certain lands and to implement that consent by the granting of an easement.

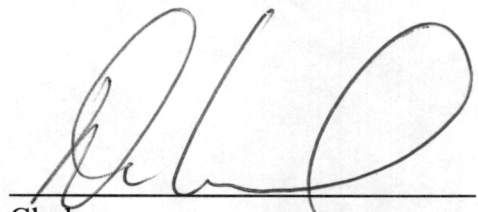
NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION ENACTS AS FOLLOWS:

1. That it grant a deed of easement to the Corporation of the County of Renfrew of the lands described in Schedule A, attached hereto.
2. That the Reeve and Clerk be and hereby are authorized to sign all documents and complete all matters necessary to give effect the grant of easement and related matters.

READ a first and second and third time and finally passed this 7th day of March, 2001.



Reeve



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.