

Corporation of the Village of Cobden

By-law # 17 - 85

Being a by-law to authorize the signing of an agreement for the transfer of a hydro line and grant of easement by Mr. George Wallace.

WHEREAS Cobden Hydro requires that the hydro line built by Mr. George Wallace be transferred to Cobden Hydro;

AND WHEREAS Mr. George Wallace intends to grant to Cobden Hydro an easement on his property where the hydro line is constructed;

NOW THEREFORE; be it enacted by the Corporation of the Village of Cobden:

1. That the Council of the Corporation of the Village of Cobden confirm the signing of an agreement by our Reeve and Clerk-Treasurer for the transfer of a hydro line and grant of easement to Cobden Hydro for that land described as Block "D", Registered Plan No. 65, being Part 1 according to Registered Plan No. 49R-3603, in the Village of Cobden, in the County of Renfrew.
2. That this agreement for the transfer of a hydro line and grant of easement be in the form hereto annexed and marked as Schedule "A" to this by-law.

Read a first, second and duly passed upon the third reading this
14th day of August 1985.



REEVE



CLERK-TREASURER

THIS TRANSFER AND GRANT OF EASEMENT made in duplicate dated the 26th day of July 1985

Between: George Wallace and Bertha Wallace
(hereinafter called the GRANTORS)

and

COBDEN HYDRO

Witnesseth:

1. The Grantors are the owners in fee simple and in possession of Part lot 1, Block "D", Registered Plan No. 65, being Part 1 according to Registered Plan No. 49R-3603 in the Village of Cobden in the County of Renfrew.
2. The Grantors have erected a line for the transmission of power on this land.
3. IN CONSIDERATION of the sum of two dollars

(\$2.00) dollars

of lawful money of Canada, paid by Cobden Hydro to the Grantors, the Grantors hereby grant, transfer, and convey in perpetuity to Cobden Hydro, its successors and assigns, the rights and easement:

- a) To erect, maintain, operate, repair, replace, relocate, reconstruct and remove at any time and from time to time in, over, along and upon or under the land as shown on the sketch attached hereto as Schedule "A" (herein referred to as "the strip") an electrical transmission line or lines consisting of ^{JAW.} poles and NIL anchors with guys, braces, wires, cables and associated material and equipment (all or any of which works are herein called "the line");
- b) To cut and remove, or to clear and keep clear, all trees, brush and other obstructions and materials for a distance of two (2) metres on each side of the centre line of the said line, and subject to payment of additional compensation therefor, to liable to fall and come in contact with the line;
- c) To enter on and to pass and repass at any and all times in, over, along and upon the lands of the Grantors for the servants, agents, contractors and sub-contractors of Cobden Hydro with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted subject to payment by Cobden Hydro of compensation for any crop or other damage sustained by the Grantors caused by the exercise of this right of entry and passageway;
- d) To remove, relocate and reconstruct the line on or under the strip, subject to payment by Cobden Hydro of additional compensation for any damage caused thereby.

4. The Grantors covenant and agree to convey to Cobden Hydro the hydro line constructed by the Grantors over the land shown on the sketch attached hereto as Schedule "A".
5. Cobden Hydro agrees to accept the conveyance of this hydro line and operate and maintain the line.
6. THE Grantors covenant and agree not to erect any buildings, structures, or other obstructions of any nature whatever or pile materials of any kind for a distance of two (2) metres on each side of the centre line of the said line.
7. 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.
8. 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.

Signed, Sealed and Delivered
in the presence of





George Wallace



Bertha Wallace



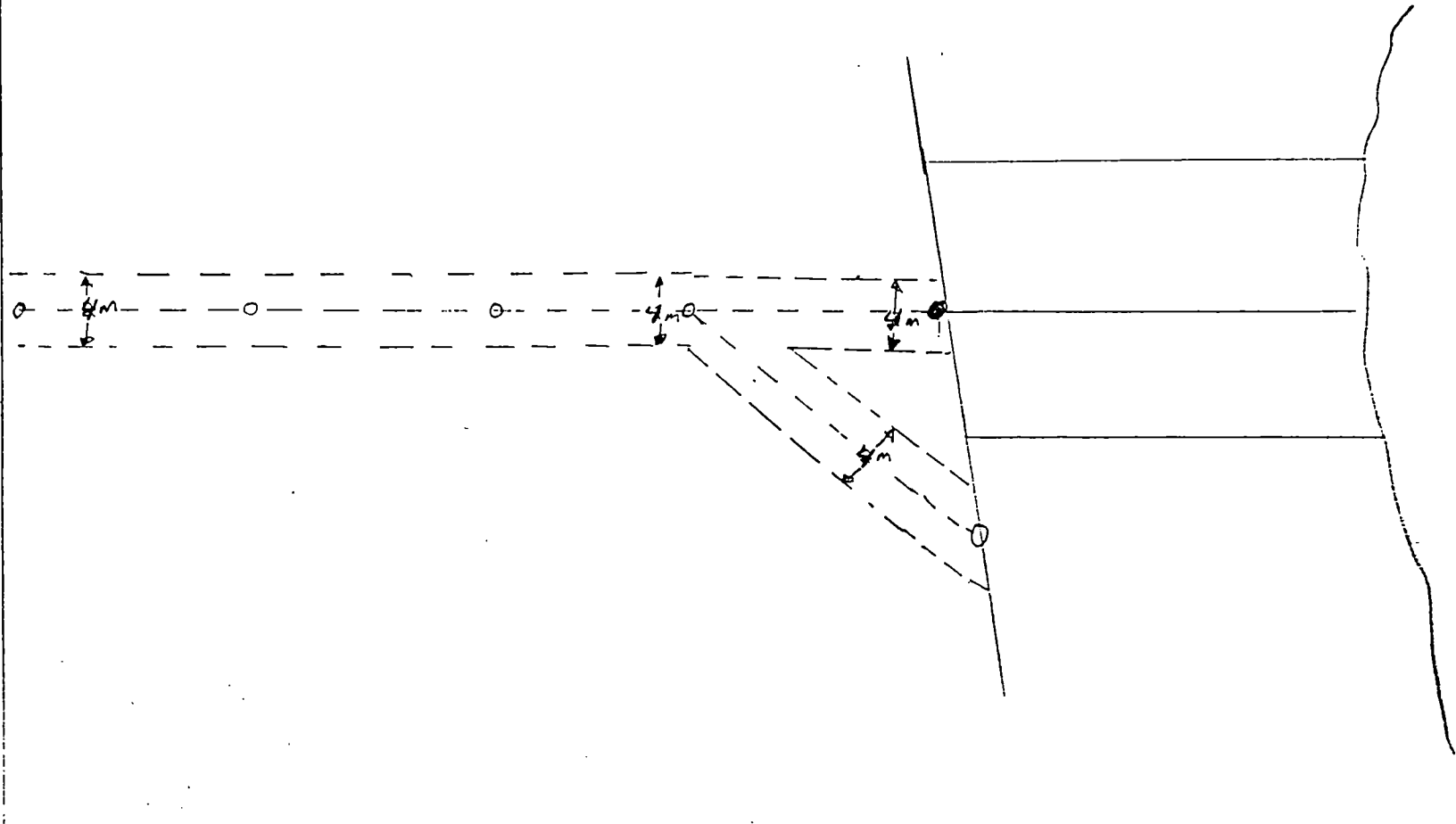
Reeve



Clerk-Treasurer


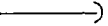


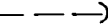

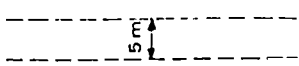

Schedule "A"

TRANS-CANADA HIGHWAY



MUSKOKA LAKE

not to scale

<p>legend:</p> <p>new poles </p> <p>new anchors </p> <p>new line </p> <p>existing poles </p> <p>existing anchors </p> <p>existing line </p> <p>easement width </p>	owner	George Wallace	 40083 rev. 82-06	schedule 'A'	property easement	
	owner	Bertha Wallace	lot:	Block "D"	parcel:	
	agent		concession:	Registered Plan 65		
	date	26/07/85	township:	Village of Cobden		
	work order		sub-lot:	Part 1	plan:	RP 49R-3603
			district:	Registry Division of Renfrew		