EASEMENT AGREEMENT

BETWEEN:

GJAJ HOLDINGS LTD.
(hereinafter the "Transferor")

OF THE FIRST PART

and

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter the "Transferee")

OF THE SECOND PART

This Easement is an Easement in Gross.

WHEREAS the Transferor is the owner of lands in the Township of North Huron as set out in Schedule "A" attached hereto.

AND WHEREAS the Transferee will install services under the lands in locations shown as Parts of Lot 8, Plan 22M-13 being Parts 1 and 2 on Reference Plan 22R-6762 and Part of Lot 14, Plan 22M-13 being Part 4 on Reference Plan 22R-6762 attached hereto as Schedule "B" to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual promises contained herein and the payment of the sum of TWO Dollars ($2.00) by the Transferee to the Transferor, the receipt and sufficiency of which are hereby acknowledged, the Transferor grants and transfers to the Transferee, it successors, agents and assigns, a free and unencumbered exclusive easement (the "Easement") upon, over, in, under and across the lands described as Parts of Lot 8 Plan 22M-13, being Parts 1 and 2 on Reference Plan 22R-6762 and Part of Lot 14 Plan 22M-13 being Part 4 on Reference Plan 22R-6762, as follows:

1. (a) the right to construct, operate, maintain, repair, replace, renew or make additions, at all times to the services installed by or on behalf of the Transferee or any part thereof including, without limitation, all equipment and all appurtenances thereto;

   (a) the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment and supplies to and other the lands; and

   (b) the right to remove, trim, sever or fell any obstructions such as trees, roots, brush, stumps, boulders or rocks structures or assets places encountered during the course of construction or subsequent maintenance of the services.
2. The Transferor shall have the right to fully use and enjoy the property provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structure or dig, drill or excavate within the location of the services on as Parts of Lot 8, Plan 22M-13 being Parts 1 and 2 on Reference Plan 22R-6762 and Part of Lot 14 Plan 22M-13 being Part 4 on Reference Plan 22R-6762 so as to interfere with the services.

3. (a) The Transferee shall be responsible for any damages caused at any time by its agents or employees to the lands. When practical, the Transferee, after any of its activities shall restore the lands appropriately.

   (a) In addition, the Transferee shall assume responsibility for the following:

   • any operational cost incurred as a result of damage to the force main within the easement resulting from the installation, operation, or maintenance of the tile drain crossing the easement including:
     o non-typical costs for operation of the plant (standby diesel operation, etc.)
     o costs associated with hauling of waste water from the lift station to the plant while the main is off-line
   • costs associated with the repair of the force main
   • environmental remediation costs
   • environmental charges and fines
   • additional contract costs
   • sampling costs associated with monitoring of receiving stream
   • additional Township costs
   • legal costs

4. The parties agree that this is to be a permanent Easement and to continue for such period that the Transferee's services or the replacement thereof are located on the Transferor's lands.

5. Notwithstanding any rule of law or equity and even though any of the services may become annexed or fixed to the lands, title to the services shall nevertheless remain in the Transferee or the party installing the services under the terms of this Agreement.

6. The Transferee, in the event that it grants a release of Easement, may abandon the services annexed/affixed to the lands at its option.
7. The Transferor acknowledges that this transfer of Easement will be registered electronically and the Transferor hereby authorizes the Transferee to complete the registration of this transfer.

8. This Agreement, including all rights, privileges and benefits herein contained shall extend to and be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED AND DELIVERED
this day of , 2019.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Bernie Bailey, Reeve

Carson Lamb, Clerk

We have the authority to bind the Corporation.

GJAJ HOLDINGS LTD.

Per: 

Gary Rutledge, President

I have the authority to bind the Corporation.
SCHEDULE "A"

All and singular that certain parcel or tract of land and premises, situate, lying and being in the Village of Blyth, The Township of North Huron, in the County of Huron, in the Province of Ontario, and being composed of Lots 8 and 14, Plan 22M-13.