

OFFER TO GRANT AN EASEMENT AND CONSENT TO ENTER

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC
(the "Municipality")

- and -

RICHARD HARRISON AND MAUREEN HARRISON
(the "Owners")

Part of Pt Lt 23, Con 4, SER & Pt Lt 1, 34Pl217, as in MW53181, Strathroy-Caradoc (PIN 09615-0513(LT) more particularly described as Parts 1, 2, 3, 4 and 5 on Pl 33R21936 (the "Property")

157 Front Street East, Strathroy, Ontario

IN CONSIDERATION of the sum of \$59,500.00, which amount is inclusive of a payment for a temporary easement over the Property and also includes an allowance for any loss of landscaping that is situated in the area of requirements, and other good and valuable consideration, we, Richard Harrison and Maureen Harrison, being the owners of the Property described above, DO HEREBY offer to grant to the Municipality:

- a) A Permanent Easement in, over and upon the lands shown as parts 1 and 4 on Pl 33R21936 (Schedule "A") which is attached to and forms part of this Agreement, to construct, reconstruct, repair and maintain a 1350 mm diameter Storm Sewer in a form substantially in accordance with Schedule "B" attached;
- b) Consent to the Municipality, its contractors and employees to enter onto the Property for the purpose of completing the construction of a new 1350 mm diameter Storm Sewer.

The Municipality agrees:

1. To prepare and register, at its expense, the Permanent Easement documents in a form substantially in accordance with Schedule "B".
2. To prepare, at its expense, survey and Reference Plan required, to complete the Permanent Easement.
3. To construct or cause the construction, at its expense, of a new fence, as further detailed in Schedule "C".
4. To pay the Owner's reasonable legal costs, subject to assessment, to complete the registration of the Permanent Easement.
5. To restore the Property used to a condition as near as possible to its original condition.
6. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
7. To indemnify, defend with counsel, and save harmless from and against any and all

damages, claims, liabilities, demands, and causes of action of every kind and character, including but not limited to claims of creditors of the Municipality, liability on account of injury to, or death of, persons or damage of property, and all costs and expenses of investigation and defence of all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by and in defence of same, on the count of, caused by, or in any way incidental to, whether directly or indirectly, the use of the said property by the Municipality’s employees, agents, and contractors, pursuant to this Consent.

DATED at Strathroy, Ontario this _____ day of July, 2024.

Witness

Richard Harrison (the “Owner”)

Witness

Maureen Harrison (the “Owner”)

The Corporation of the Municipality of Strathroy-Caradoc hereby accepts the above Grant of Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS HEREOF the Corporation of the Municipality of Strathroy-Caradoc has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers.

THE CORPORATION OF THE
MUNICIPALITY OF
STRATHROY-CARADOC

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk

SCHEDULE "A"

Plan 33R21936

DRAFT

Schedule “B” to the Offer to Grant an Easement by Richard and Maureen Harrison to the Corporation of the Municipality of Strathroy-Caradoc

GRANT OF EASEMENT

RICHARD HARRISON and MAUREEN HARRISON

Transferors

- and -

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

Transferee

The Transferors, Richard and Maureen Harrison, transfers to the Transferee, The Corporation of the Municipality of Strathroy-Caradoc, an easement as required by it.

1. The Transferors are the owners of certain lands in the Municipality of Strathroy-Caradoc, in the County of Middlesex, consisting of Part of Pt Lt 23, Con 4, SER & Pt Lt 1, 34Pl217, as in MW53181, Strathroy-Caradoc (PIN 09615-0513(LT) more particularly described as Parts 1, 2, 3, 4 and 5 on Pl 33R21936 (the “Property”).
2. The Transferors do hereby transfer unto the Corporation of the Municipality of Strathroy-Caradoc, its successors, assigns, servants, agents, work people, contractors and others designated by it from time to time, the full, free and uninterrupted right, liberty, privilege and easement to:
 - a. Enter upon a portion of the lands described in this transfer, being more particularly designated as Parts 1 and 4 on Plan 33R21936 (hereinafter referred to as the “Permanent Easement Lands”), with or without tools, machinery, equipment, and vehicles and to construct, repair, replace, inspect, operate and maintain the transferee’s storm sewers and all necessary fixtures and all appurtenances or accessories thereto, for the exercise of the rights in order to provide a 1350mm diameter Storm Sewer, in order to provide storm sewers to the lands abutting the lands described in paragraph 1 and other lands within the Municipality of Strathroy-Caradoc.
 - b. Enter upon a portion of the lands described in the transfer, being more particularly designated as Parts 2, 3 and 5 on Plan 33R21936 (hereinafter referred to as the “Temporary Easement Lands”) with or without tools, machinery, equipment and vehicles, and to construct, repair, replace, inspect, operate and maintain the transferee’s storm sewers, and all necessary fixtures and all appurtenances or accessories thereto, for the exercise of the rights in order to provide a 1350 mm diameter Storm Sewer in order to provide storm sewers to the lands abutting the lands described in paragraph 1, and other lands within the Municipality of Strathroy-Caradoc. Such easement shall be required for six (6) months from the commencement of construction of the storm sewer until the end of the construction of the storm sewer as described in paragraph 2(a) of this Transfer of Easement.

3. It shall be lawful for the Transferee, and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss or use or loss of profit which shall or may be thereby caused to the said Easement Lands or to the owners and occupiers of the adjoining lands thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects which may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purpose aforesaid.
4. The Transferee covenants that it will restore the said lands to a condition approximately the same as that which existed immediately prior to such entry upon the said lands, excluding the replacement of brush, trees, shrubs, fences, pavements, ramps, curbs and other objects.
5. The Transferors covenant that no building or other structure of any nature shall be erected on or over the said easement lands without the written consent of the Transferee.
6. The easement herein declared is to be appurtenant to and for the benefit of the adjoining lands in the ownership of the Transferee, the Corporation of the Municipality of Strathroy-Caradoc, being more particularly That pt of Front Street 34Pl93 From the E Limit of Head St, to the W Limit of Arthur St & Front St, 34Pl217 & East Front St, 34PL217, AKA Front St West & Front St East; Strathroy being PIN 09615-0582 (LT).
7. Notwithstanding any rule of law or equity, any storm sewer, and appurtenances brought onto, laid on or erected upon or buried in or under the said Easement Lands by the Transferee shall, at all times, remain the property of the Transferee, The Corporation of the Municipality of Strathroy-Caradoc notwithstanding that the same may be affixed to the property, and shall, at any time, be removable in whole or in part by the Transferee, or its successors and assigns.
8. It is agreed that any footings or overhangings, including eaves, eaves troughs, downpipes, window sills and chimney breasts or any building or buildings erected or to be erected on the subject lands presently owned or to be owned by the Transferors, shall not be deemed to be encroachments upon any flankage easement hereby transferred which may be adjacent thereto.
9. During the term of the Temporary Easement described herein, the property will not be used for the storage of any construction vehicles, or construction materials or placement of any work trailers at any time during the term of the Temporary Easement, and that, during such time, the Transferee shall indemnify, defend with counsel and save harmless from and against any and all claims, liabilities, demands and cause of action of every kind and character, including claims of creditors of the Corporation, liability on account of any injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence of all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by in defence of same, on the count of or in any way incidental to the use of the said property by the Corporation's employees, agents and contractors, pursuant to this Temporary Easement.
10. It is agreed that the covenants and agreements granted by the Transferors shall run with the land and shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

- Signature Page to Follow -

DRAFT

DATED at Strathroy, Ontario this _____ day of July, 2024.

Witness

Richard Harrison (the “Owner”)

Witness

Maureen Harrison (the “Owner”)

IN WITNESS HEREOF the Corporation of the Municipality of Strathroy-Caradoc has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers.

THE CORPORATION OF THE
MUNICIPALITY OF
STRATHROY-CARADOC

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk

Schedule “C” – Details of New Fence

Matter	Description
Fence	<u>Location:</u> The west side of the property. <u>Length:</u> 38 feet (456"). <u>Height:</u> 7 feet (84"). <u>Material:</u> Pressure treated wood and galvanized fasteners • 6x6 posts installed at 4 feet (48") below grade, 7.2 feet above ground. • Three (3) rails made with 2x4's, installed with galvanized steel fence hangers. • One (1) top rail with 2x6. • 1x6 fence boards installed overlapping for full privacy after lumber shrinkage. • Galvanized nails connecting fence boards to rails (2x per board per rail connection).
Custom Double Gate and Arbor	<u>Location:</u> The west side of the property. <u>Length:</u> 7.5 linear feet (90") for double gate and arbor. <u>Material:</u> Pressure Treated Wood and Galvanized Fasteners • 6x6 end posts, 6x6 arbor post mortise and lap joint on the horizontal. • Double gate at 6 feet (72") tall, three (3) hinges on each side, latch and lock pin installed with underground tube. • Gates made with 2x4 frame, matching fence board overlapping.

GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC
(the "Municipality")

- and -

RICHARD HARRISON AND MAUREEN HARRISON
(the "Owners")

Part of Pt Lt 23, Con 4, SER & Pt Lt 1, 34Pl217, as in MW53181, Strathroy-Caradoc (PIN 09615-0513(LT) more particularly described as Parts 1, 2, 3, 4 and 5 on Pl 33R21936 (the "Property")

157 Front Street East, Strathroy, Ontario

We, Richard and Maureen Harrison, being the owners of the Property described above, including those lands shown as Parts 2, 3 and 5 of Pl33R21936 (Schedule "A") which is attached to and forms part of this agreement, CONSENT to the entry on the Property by the Municipality, its contractors and employees, for the purpose of constructing a new 1350 mm diameter storm sewer through the westerly limits of our Property, for a consideration of \$59,500.00 (which such consideration is inclusive of and not in addition to the payment for the Permanent Easement on the Property).

The Consent shall run from the commencement of construction for a term of six (6) months, or until the project is complete, whichever shall first occur.

The Municipality agrees:

1. To restore the Property used to a condition as near as possible to its original condition.
2. That the Property will not be used for the storage of construction vehicles, or construction materials, or the placement of any work trailers, at any time during this Consent.
3. To indemnify, defend with counsel, and save harmless from and against any and all damages, claims, liabilities, demands, and causes of action of every kind and character, including but not limited to claims of creditors of the Municipality, liability on account of injury to, or death of, persons or damage of property, and all costs and expenses of investigation and defence of all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by and in defence of same, on the count of, caused by, or in any way incidental to, whether directly or indirectly, the use of the said property by the Municipality's employees, agents, and contractors, pursuant to this Consent.

- SIGNATURE PAGE TO FOLLOW -

DATED at Strathroy, Ontario this _____ day of July, 2024.

Witness

Richard Harrison (the “Owner”)

Witness

Maureen Harrison (the “Owner”)

The Corporation of the Municipality of Strathroy-Caradoc hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS HEREOF the Corporation of the Municipality of Strathroy-Caradoc has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers.

THE CORPORATION OF THE
MUNICIPALITY OF
STRATHROY-CARADOC

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk