

HALDIMAND COUNTY
DESIGN CRITERIA

APPENDIX C
EASEMENTS

Revised 2008

EASEMENT AGREEMENT

This agreement dated the _____ day of January, 2008.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(the "Transferor")

- and -

(insert name here)
(the "Transferee")

IN CONSIDERATION OF the sum of Two Dollars (\$2.00) given by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- (1) The Transferor hereby grants to the Transferee, its successors, assigns, employees and invitees, an easement over that property legally described as **[insert legal description of retained parcel/municipal parking lot]** and shown as Part **[insert part number]** on Reference Plan 18R-**[insert Reference Plan number]** (the "Easement Lands"), for the purposes only of vehicular ingress and egress to and from the property legally described as **[insert legal description of severed parcel]**.
- (2) The rights of the Transferee shall be of the same force and effect as a covenant running with the Easement Lands.
- (3) The Transferee shall not have the right to assign or transfer its rights hereunder in whole or in part without the prior written consent of the Transferor.
- (4) This transfer of easement shall extend to, be binding upon and enure to the benefit of the successors in title of the parties hereto.
- (5) The Transferor shall at all times be permitted to, in its own discretion and without the consent of the Transferee:
 - (a) place or erect on the Easement Lands any building, fence or other structure,
 - (b) use and occupy the Easement Lands for its own purposes, consistent with its ownership, and
 - (c) inspect, repair and maintain the Easement Lands as it deems fit, in its own discretion,

provided that same will not unreasonably interfere with the exercise by the Transferee of its rights hereunder.

- (6) The Transferee shall at all times be solely responsible and liable for, and shall indemnify and save harmless the Transferor from and against any claims, damages or losses of or made against the Transferor arising out of or in any way related to:
 - (a) any damage to or contamination of the Easement Lands caused directly or indirectly by the acts or omissions of the Transferee, its successors, assigns, employees, invitees and those for whom it is in law responsible;
 - (b) all repairs or remediation (including all costs and expenses related thereto) of the Easement Lands required as a result of any damage or contamination caused by the Transferee as outlined in paragraph 6(a) above, it being understood and agreed that the Transferee shall be obligated to restore the Easement Lands to their previous state and condition in the event of any such damage or contamination as outlined in paragraph 6(a) above; and
 - (c) any damage, loss, injury or death to person or property which shall be sustained by the Transferee, its successors, assigns, employees, and invitees as a result of the use of the Easement Lands or the exercise of its rights hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first written above.

| | | |
|---------|---|--|
| |) | |
| |) | THE CORPORATION OF |
| |) | HALDIMAND COUNTY |
| |) | Per: |
| |) | _____ |
| |) | Name: |
| |) | Title: Mayor |
| |) | |
| |) | _____ |
| |) | Name: |
| |) | Title: Clerk |
| |) | We have authority to bind the Corporation. |
| |) | |
| |) | _____ |
| Witness |) | (insert name here) |
| |) | |
| |) | |