

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 85-2016

Being a by-Law to enter into an Easement
Agreement with Candace Lee Plotz.

WHEREAS that part of the Road Allowance between Concessions 1 and 2 closed by By-Law No. 395 (RN2756), formerly in the Township of Horton, now in the Town of Renfrew, being part of PIN 57284-0001, is under the jurisdiction of the Corporation of the Town of Renfrew; and

WHEREAS Candace Lee Plotz has purchased the lands known municipally as 585 Raglan Street South, Renfrew, being Part Lot 10 Concession 2 as in R383766, formerly in the Township of Horton, now in the Town of Renfrew, being all of PIN 57284-0031 (LT), which lands are partially separated from Raglan Street South by part of the Road Allowance; and

WHEREAS Candace Lee Plotz has sought from the Town permission to cross the triangular part of the Road Allowance outlined in yellow on Plan 49R-12755, a copy of which is attached hereto as Schedule "A", to access the Plotz lands as her predecessors in title have done for many years; and

WHEREAS the Town of Renfrew has decided to grant an Easement over certain lands herein described in the Town of Renfrew to Candace Lee Plotz.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts the as follows:


1. **THAT** the Council of the Corporation of the Town of Renfrew enter into an Agreement to Grant an Easement to Candace Lee Plotz over the lands described as being part of the Road Allowance between Concessions 1 and 2 closed by By-Law No. 395 (RN2756), outlined in yellow on Plan 49R-12755.
2. **THAT** the terms of the Agreement be in accordance with Schedule "B" attached hereto and forming part thereof.
3. **THAT** the Mayor and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the completion of said easement agreement in its registration on title.
4. **THAT** this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 13th day of December, 2016.

Read a third time and finally passed this 13th day of December, 2016.



Don Eady, Mayor



Kim R. Bulmer, Clerk

THIS AGREEMENT made this 13TH day of DECEMBER, 2016.

Between:

THE CORPORATION OF THE TOWN OF RENFREW

(Hereinafter the "Town")

OF THE FIRST PART

AND:

CANDACE LEE PLOTZ

(Hereinafter "Plotz")

OF THE SECOND PART

WHEREAS the Town is the owner in fee simple of part of the Road Allowance between Concessions 1 and 2 closed by By-law RN2756 formerly in the Township of Horton, now in the Town of Renfrew, being part of PIN 57284-0001 ("the Road Allowance");

AND WHEREAS Plotz has purchased the lands known municipally as 585 Raglan Street South, Renfrew, being Part Lot 10 Concession 2 as in R383766, formerly in the Township of Horton now in the Town of Renfrew being all of PIN 57284-0031 (LT) (the Plotz Lands"), which lands are partially separated from Raglan Street South by the part of the Road Allowance;

AND WHEREAS Plotz has sought from the Town permission to cross the triangular part of the Road Allowance outlined in yellow on Plan 49R-12755 a copy of which is attached hereto as Schedule "A" to access the Plotz lands as their predecessors in title have done for many years ("the Easement");

NOW THEREFORE in consideration of the mutual covenants hereinafter expressed, the parties agree as follows:-

1. The Town hereby grants and transfers to Plotz to be used and enjoyed as appurtenant to the Plotz lands a free and unencumbered easement over the triangular part of the Road Allowance in perpetuity;

times over the Easement;

- 3. Plotz shall be responsible for any damage caused at any time by her, her guests or invitees to the Easement.
- 5. Plotz shall indemnify and save harmless the Town from any action, costs, damages, claims or loss arising out of the crossing by Plotz, her guests or invitees and further certifies that insurance coverage is in full force and effect acknowledging this agreement with liability limits of no less than TWO MILLION DOLLARS (\$2,000,000.00) and giving the Town of Renfrew fifteen (15) days notice of cancellation or non-renewal of the policy.
- 6. Plotz shall be responsible for all costs relating to the preparation and registration of Notice of this Agreement;
- 7. This Agreement shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto set their hands and the hand of the proper signing officers duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of

Handwritten signature

**THE CORPORATION OF THE
TOWN OF RENFREW**

Per: *Donald Eady*
Name: Donald Eady
Title: Mayor

Per: *Kim Bulmer*
Name: Kim Bulmer
Title: Clerk

Candace Lee Plotz
CANDACE LEE PLOTZ

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