

THIS AGREEMENT made this _____ day of _____, 20XX.

COUNTY OF OXFORD

is herein described as the "County"

and

XXXXX

is herein described as the "Owner"

of *(insert property Legal description)*

The purpose of the easement (hereinafter referred to as the "right-of-way") is for the construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of underground services (hereinafter "Services") together with the right of ingress and egress to and from the right-of-way over the said land for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

This easement is in gross. *(to be used if County does not own adjacent property)*

These rights and easements are granted as and from the date hereof and for so long thereafter as the County desires to exercise the same on the following terms which are hereby mutually covenanted and agreed to:

1. The Owner shall have the right fully to use and enjoy the right-of-way except as may be necessary for the purposes herein granted to the County subject to the other terms and conditions set out below; provided, however, that the Owner shall not, without the prior written consent of the County, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or through the right-of-way any pit, well, foundation, building or other structure other than one of a temporary nature.
2. The Owner may pave or surface or erect a fence or fences across the right-of-way, contingent on the fence posts not being located directly over the servicing located in the easement, and subject to the provision of paragraph 4 herein.
3. The Owner covenants and agrees not to construct a building on the right-of-way other than of a temporary nature and should the County wish to exercise its right to install or maintain the Services as contemplated herein, the Owner covenants and agrees at its own expense to remove such temporary structure for such installation or maintenance upon 60 days notice in writing given by the County to the Owner.
4. It is understood and agreed between the parties hereto that the Owner may complete improvements to the right-of-way as expressly contemplated in Paragraph 2, provided that the Owner shall be responsible for all reinstatements should the County install any of the Services mentioned herein over the right-of-way and by doing so cause damage to any of the said improvements. The County's responsibility shall be limited to returning the property to its pre-existing condition.
5. The Owner covenants and agrees that no trees shall be planted or cultivated on the right-of-way except with the express written approval of the County.
6. Notwithstanding that in constructing, maintaining and operating the Services the County may install pipe and other equipment and appurtenances in or under the right-of-way in such manner that it or they may become affixed to the realty, the title to such pipe and other equipment and appurtenances shall remain with the County.
7. As long as the County performs and observes the covenants and conditions contained in this Agreement, it shall peaceably hold and enjoy the rights and easement hereby granted without hindrance, molestation or interruption on the part of the Owner, or of any person claiming by, through, under or in trust for the Owner.
8. Either party shall have the absolute right to assign this agreement in whole or in part, as to all or any portion of the rights, benefits or obligations accruing to it hereunder, and upon such assignment, shall give to the other party written notice thereof within 30 days.

9. All notices to be given hereunder may be given by registered letter addressed to the County at P.O. Box 1614, Woodstock, Ontario N4S 7Y3, and to the Owner at (insert owners address for service) or such other address as the County and the Owner may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to and received by the addressee 7 days after the mailing thereof, postage prepaid.

10. The Owner will, if so requested by the County, execute such further documents of title and assurances in respect of the said land as may be required to perfect the County's interest in the said land.

11. Nothing contained herein shall be deemed to vest in the County any title to mines or minerals in or under the right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the County and except as hereinbefore provided, all such mines and minerals shall be deemed to be excepted from the rights given to the County in the right-of-way.

12. The County covenants that it will not make any above ground installations upon (other than line markers installed at the fence lines), or fence in any part of the right-of-way.

13. This right-of-way and easement is, and shall be, of the same force and effect as a covenant running with the land, and this agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and the County respectively. Wherever the singular or masculine is used it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require. Where such construction is necessary, the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary had been made.

14. It is agreed that the Owner shall have the right to transfer its interest in the said land and the covenants and conditions herein contained in one or more parcels and by one or more conveyances, and that all the covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of each successor in title with respect to each and every parcel so transferred.

15. The parties hereto hereby accept all the terms, covenants and conditions contained herein and agree to carry out the same as therein set forth.

IN WITNESS WHEREOF the Owner has executed and delivered this Agreement as of the _____ day of _____ 20XX.

Witness:

_____) _____
_____) _____
_____) _____
_____) _____
_____) _____

IN WITNESS WHEREOF the County has executed and delivered this Agreement as of the _____ day of _____ 20XX.

COUNTY OF OXFORD

Gordon K. Hough, RPP
Director of Community Planning

Benjamin R. Addley
Chief Administrative Officer