

## Report TR-TAPS-26-15

**To:** Chair Barfoot and Members of the Transportation and Public Safety Committee  
**From:** Patrick Hoy, Manager of Engineering  
**Meeting Date:** March 19, 2015  
**Subject:** Easement Agreement for Grey Road 13 (Structure 13-901) Stream Bank  
**Status:** Recommendation adopted by Committee as presented per Resolution TAPS52-15; Endorsed by County Council April 7, 2015 per Resolution CC58-15;

### Recommendation(s)

**WHEREAS the County of Grey requires the repair of a stream bank in order to protect the integrity of structure 13-901 and Grey Road 13;**

**AND WHEREAS the property owner has agreed to grant an easement on title for any future bank maintenance;**

**AND WHEREAS the County will issue a tender to complete the work in the summer of 2015;**

**NOW THEREFORE BE IT RESOLVED THAT Report TR-TAPS-26-15 be received;**

**AND THAT the Warden and Clerk be authorized to execute an easement agreement between Grey County and the property owner for the property described as Roll number 424200001406200, CON 12 W PT LOT 25 RP;16R1210 PART 1, Geographic Township of Collingwood, Town of The Blue Mountains, County of Grey;**

### Background

The existing stream bank located north of Structure 13-901 (near the intersection of Grey Road 13 and The Blue Mountains Euphrasia- Townline) has been eroding for an extended period of time. The erosion results in a large amount of material deposited in the structure. If it continues, it could eventually pose a threat to the integrity of the road or culvert.

Grey County Transportation Services has been working with the property owner to acquire an easement to complete some stream bank stabilization work. The property is

legally described as Roll number 424200001406200, CON 12 W PT LOT 25 RP;16R1210 PART 1, Geographic Township of Collingwood, Town of The Blue Mountains, County of Grey. Permits have been obtained from the Grey Sauble Conservation Authority and the work will be tendered with funds from the minor capital budget.

The Transportation Services staff recommend the execution of an agreement with the property owner which will acquire a 5 metre easement on title to provide access to place the erosion control and provide future maintenance.

Upon completion of the work, Grey County will register the land plan indicating the easement location.

## Financial / Staffing / Legal / Information Technology

### Considerations

No direct funds will be paid to the property owner. There will be some surveying and legal cost. The work will be awarded through the tender process, but it is anticipated the work will be less than \$40,000 from the minor capital budget.

Failure to complete this work will result in continued erosion of the stream bank that could eventually compromise Grey Road 13 or structure 13-901.

### Link to Strategic Goals / Priorities

The erosion mitigation satisfies the corporate commitment to long term investment in County owned capital assets.

### Attachment

[Genest Easement Agreement Bridge 13-901](#)

Respectfully submitted by,

Patrick Hoy  
Engineering Manager

Director Sign Off: *Michael Kelly, Director of Transportation Services*

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN:**

**TINA EDSTROM-GENEST AND ANDRE ROBERT GENEST**

of 356601 The Blue Mountains Euphrasia Townline, Town of The Blue Mountains, ON

Herein after referred to as "Owner"

– and –

**THE CORPORATION OF The COUNTY OF GREY**

Herein after referred to as "Grey County"

**WHEREAS:**

- a. The Owner is the registered and beneficial owner of lands legally described as:  
Roll number 424200001406200, CON 12 W PT LOT 25 RP;16R1210 PART 1, Geographic Township of Collingwood, Town of The Blue Mountains, County of Grey, Province of Ontario (called the "Owner's Lands");
- b. The Owner has experienced streambank erosion problems on the Owner's Lands;
- c. Grey County is prepared to make the changes to an eroded streambank on the Owner's Lands described in Schedule A (called the "County's Work") on the conditions set out in this agreement;
- d. The Owner wants Grey County to complete Grey County's Work and is prepared to accept the conditions set out in this agreement;
- e. The Grey County work will be performed by a contractor through the Grey County tendering process.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. Grey County shall complete Grey County's Work as soon as reasonably possible without charge to the Owner.
2. The Owner grants to Grey County a permanent easement in the form of Schedule B (called the "Easement") in order to permit Grey County to complete Grey County's Work as planned for this specific erosion problem and to access the site to repair any damage that may occur in the future. Upon completion of Grey County's Work, Grey County shall obtain the reference plan from an Ontario Land Surveyor necessary to register the permanent Easement on title and Grey County shall be entitled to register the permanent Easement. Grey County shall also provide the Owner with as-constructed drawings upon completion of Grey County's Work.
3. The Owner acknowledges that he/she is hereby informed that their property may be at risk of subsequent erosion which may occur because of high water level events and that while Grey County's Work is intended to address the existing erosion problem, it cannot result in assurance that such erosion will not occur in the future because of unforeseen

unusually high water level events. Therefore, Grey County shall not be responsible for future loss or damage to the Owner's lands outside of the Easement.

4. In the event of future high water level erosion, Grey County will be responsible to repair damage to the completed works only, which are considered the property of Grey County.
5. The Owner agrees not to remove or modify the erosion protection works placed by Grey County.
6. **Time the Essence of the Agreement.** Time is of the essence of this agreement.
7. **Notice.** All notices required pursuant to this agreement shall be delivered by hand to the party for which it is intended, sent by telex, fax, telegram, or similar form of transmitted message or sent by prepaid courier directed to such party at the address shown on the land registry records in the case of the Owner or at Grey County Administration building in the case of Grey County, or at such other address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.
8. **Amendment.** No change or modification of this agreement shall be valid unless it be in writing and signed by each party.
9. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it.
10. **Further Assurances.** The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement.
11. **Validity and Interpretation.** The headings used in this agreement are for convenience only and are not to be considered a part of this agreement and do not in any way limit or amplify the terms and provisions of this agreement. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force. It is agreed that unless the context of this agreement requires otherwise, the singular number shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa.
12. **Heirs, Successors, Assigns.** This agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and permitted assigns of each of the parties.
13. **Counterparts.** This agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.
14. **Non-Assignable Without Written Consent.** This agreement shall not be assigned without the written consent of the parties.

**IN WITNESS WHEREOF** the parties have set their hands and seals.

THE CORPORATION OF THE COUNTY OF GREY:

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KEVIN ECCLES, WARDEN, COUNTY OF GREY

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SHARON VOKES, CLERK, COUNTY OF GREY

We, together, have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED

In the presence of:

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WITNESS

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OWNER

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WITNESS

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OWNER

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## SCHEDULE "A"

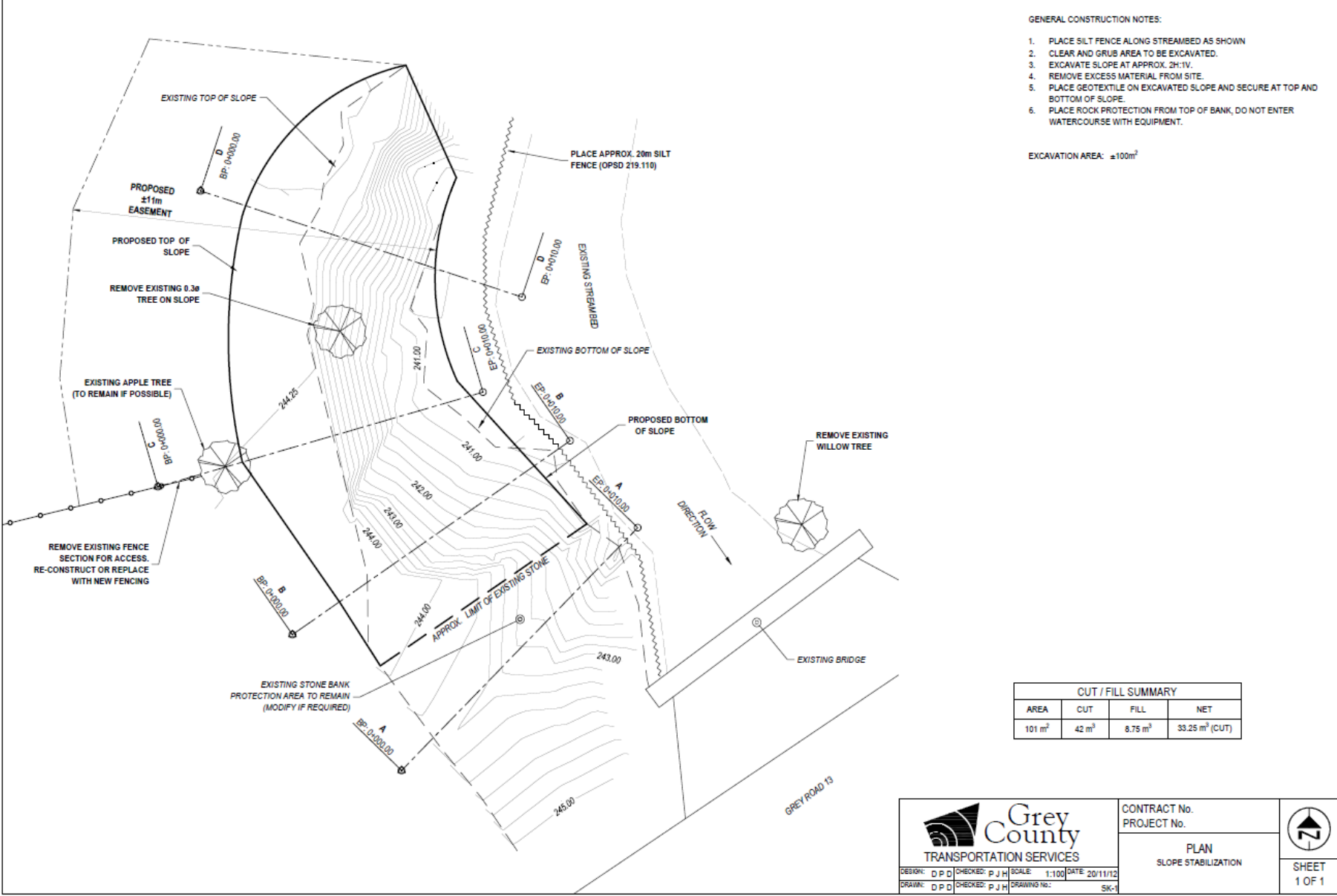
### Description of Grey County's Work

The County of Grey will retain a legal surveyor to establish a 5.0 metre wide Easement on private property at the top of, and parallel to, the stream bank extending from the Grey Road 13 corridor property boundary north to the extent of the eroded area.

The work includes:

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- Removal of existing fencing to facilitate construction;
  - Excavation and preparation of the eroded slope to receive rock erosion protection;
  - Placement of geotextile and erosion rock protection on the slope of the eroded area;
  - Installation of new page-wire fencing;
  - Removal of a willow tree and roots at the north-east end of the culvert, and;
  - Re-vegetating any disturbed areas.
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- GENERAL CONSTRUCTION NOTES:
1. PLACE SILT FENCE ALONG STREAMBED AS SHOWN
  2. CLEAR AND GRUB AREA TO BE EXCAVATED.
  3. EXCAVATE SLOPE AT APPROX. 2H:1V.
  4. REMOVE EXCESS MATERIAL FROM SITE.
  5. PLACE GEOTEXTILE ON EXCAVATED SLOPE AND SECURE AT TOP AND BOTTOM OF SLOPE.
  6. PLACE ROCK PROTECTION FROM TOP OF BANK, DO NOT ENTER WATERCOURSE WITH EQUIPMENT.

EXCAVATION AREA: ±100m<sup>2</sup>

CUT / FILL SUMMARY			
AREA	CUT	FILL	NET
101 m <sup>2</sup>	42 m <sup>3</sup>	8.75 m <sup>3</sup>	33.25 m <sup>3</sup> (CUT)

<p>Grey County TRANSPORTATION SERVICES</p>	CONTRACT No.	
	PROJECT No.	
DESIGN: D P D    CHECKED: P J H    SCALE: 1:100    DATE: 20/11/12 DRAWN: D P D    CHECKED: P J H    DRAWING NO.: SK-1	PLAN SLOPE STABILIZATION	SHEET 1 OF 1

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN:**

**TINA EDSTROM-GENEST AND ANDRE ROBERT GENEST**

of 356601 The Blue Mountains Euphrasia Townline, Town of The Blue Mountains, ON

Herein after referred to as "Owner"

– and –

**THE CORPORATION OF THE COUNTY OF GREY**

Herein after referred to as "Grey County"

– and –

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Herein after referred to as "Mortgage Lender"

**WHEREAS:**

- a. The Owner is the registered and beneficial owner of lands legally described as:  
  
Roll number 424200001406200, CON 12 W PT LOT 25 RP;16R1210 PART 1, Geographic Township of Collingwood, Town of The Blue Mountains, County of Grey, Province of Ontario (called the "Owner's Lands");
- b. Grey County has jurisdiction over the public highway known as Grey Road 13 which abuts the Owner's Lands and which public highway shall be the lands entitled to the benefit of the Easement and rights hereinafter described;

NOW THEREFORE in consideration of two dollars now paid by Grey County to the Owner and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Owner grants to Grey County, its successors and assigns an easement and rights:

1. To enter, construct, repair, reconstruct, maintain, inspect and alter erosion protection works on or under lands described as; Roll number 424200001406200, CON 12 W PT LOT 25 RP;16R1210 PART 1, Geographic Township of Collingwood, Town of The Blue Mountains, County of Grey, Province of Ontario, (called the "Owner's Lands"); (the lands subject of the Easement herein referred to as the "Easement Lands")
2. For the servants, agents, employees, contractors and workers of Grey County to enter with machinery, materials, vehicles, equipment and appurtenances thereto onto the Owner's Lands and the Easement Lands as is necessary to exercise the easement and rights on the Easement Lands.
3. Grey County covenants to complete all activities pursuant to this agreement with a view to minimizing the disruption to the Owner's Lands. Grey County shall not disrupt any building or other improvement located on the Owner's Lands that are not part of the Easement Lands.
4. The Owner shall keep the Easement Lands clear of trees, brush and other obstructions.
5. In consideration of two dollars now paid by Grey County to the Mortgage Lender and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Mortgage Lender consents to the terms of this agreement and hereby releases and quit claims its interest in the Easement Lands and the Owner's Lands but only to the extent necessary to give effect to the terms of this agreement.
6. This agreement shall be appurtenant to and is for the benefit of the municipality having jurisdiction over Grey Road 13 from time to time.



7. This agreement shall enure to the benefit of and shall bind the successors in title to the subject lands.

**IN WITNESS WHEREOF** the parties have set their hands and seals.

THE CORPORATION OF THE COUNTY OF GREY:

\_\_\_\_\_  
KEVIN ECCLES, WARDEN, COUNTY OF GREY

\_\_\_\_\_  
SHARON VOKES, CLERK, COUNTY OF GREY

We, together, have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
WITNESS

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
WITNESS

OWNER

[ \_\_\_\_\_ ]  
Mortgage Lender name if applicable  
Per:

\_\_\_\_\_  
\_\_\_\_\_

I/we have authority to bind the Mortgage Lender.