

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 21-90

BEING A BY-LAW TO ACQUIRE LAND AND TO ESTABLISH
CONDITIONS FOR THE USE BY ADJACENT OWNERS TO
SCOTTSDALE ROAD

WHEREAS the Council deems it desirable to acquire
certain lands now being used as a private road subject to an
easement in favour of the adjacent owners;

AND WHEREAS the municipality does not intend to
assume the lands for the purpose of maintaining public travel
at this time.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH
BAY HEREBY ENACTS AS FOLLOWS:

1. The Corporation of the City of North Bay is hereby
authorized to acquire Part 1, Plan 36R-5016 and
Part 1, Plan 36R-7899 subject to an easement in
the form attached as Schedule "A" hereto in favour
of the adjacent owners to maintain the lands as a
private access road, provided that the lands shall
not be maintained by the municipality as a public
road.
2. The Mayor and Clerk are hereby authorized to execute
such documents as may be reasonably required to give
effect to Section 1 hereof.

READ A FIRST TIME IN OPEN COUNCIL THE 5TH DAY OF FEBRUARY,
1990.

READ A SECOND TIME IN OPEN COUNCIL THE 19TH DAY OF FEBRUARY
1990.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS
19TH DAY OF FEBRUARY , 1990.


MAYOR


CITY CLERK

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

1. The TRANSFEROR shall not be obliged to repair, maintain or otherwise assume the subject lands for the purpose of a public road or public travel.
2. The TRANSFERORS shall erect and maintain in good repair, a warning sign at the westerly limit of the subject lands, in a visible location, as follows:

"PRIVATE ACCESS ROAD - USE AT OWN RISK"
3. The TRANSFERORS agree to indemnify and save harmless the TRANSFEREE from any claim or demand arising from any use of the subject lands for any purpose whatsoever.
4. THE RIGHT AND EASEMENT hereinafter described, to be used and enjoyed as appurtenant to the respective lands of the TRANSFEREE known as
5. The TRANSFEROR grants and transfers to the TRANSFEREE a free and unencumbered easement in perpetuity over, along, under and across the TRANSFEROR'S lands for the purposes of laying down, constructing, operating, repairing, reconstructing, renewing, maintaining and making additions to a private access road and all appurtenances to all the aforementioned and to connect unto the same from time to time at any location or locations.
6. FOR EVERY SUCH PURPOSE the TRANSFEREE shall have access to the TRANSFEROR'S lands at any time by its servants, agents, contractors, employees and workmen together with all necessary vehicles, supplies and equipment for the purposes aforesaid.
7. The TRANSFEROR covenants and agrees with the TRANSFEREE that it will not excavate, drill, install, erect or construct in, on, over or through the lands hereinafter described, any pit, well, foundation, pavement, building, structure or installation or do any other thing which might injure or damage the aforesaid works without the prior written consent of the TRANSFEREE.
8. (a) The TRANSFEROR, upon request, shall consent to the TRANSFEREE, at its own expense, erecting fences, constructing new drains and constructing, surfacing or repairing its lanes, roads, driveways, pathways and walks across, on and in the land hereinafter described or any portions thereof.

FOR OFFICE
USE ONLY

Additional Property Identifier(s) and/or Other Information

-2-

- (b) The TRANSFEREE, at its own expense, in acting under paragraph (a):
- (i) shall exercise a high degree of care and skill and shall carry out such work in a good and workmanlike manner;
 - (ii) shall promptly rectify and repair any damage which may be occasioned by reason of or resulting from the performance of the said work and restore the lands to their former state, so far as is practical.
9. THE RIGHTS, LIBERTIES, PRIVILEGES AND EASEMENTS, herein granted, conveyed and transferred are and shall be of the same force and effect to all intents and purposes as covenants running with the subject lands including all the covenants and conditions herein contained and shall extend to, be binding upon, and enure to the benefit of the parties hereto, their successors and assigns respectively.
10. NOTWITHSTANDING any rule of law or equity and event though any of the TRANSFEREE'S facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the TRANSFEREE.
11. THAT THE TRANSFEREE acknowledges and agrees that the TRANSFEROR is not responsible in any manner whatsoever for the maintenance, construction or repair of the access road.
12. THAT THE TRANSFEREE covenants and agrees to indemnify and save harmless the TRANSFEROR from any claim or demand, loss, injury, expense, damage or costs of any kind whatsoever resulting from the permission granted for the use of the access road herein.
13. THAT THE TRANSFEREE agrees to erect, maintain and repair the sign to the continuing satisfaction of the City Engineer bearing the words: THIS ROAD IS NOT MAINTAINED BY THE CITY OF NORTH BAY".