



**CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 09-4487**

**A by-law to authorize the execution of Catchbasin  
Maintenance Agreements with  
Heather Jean Hopper and Bruce John Down  
(133 Carnegie St.)**

**WHEREAS** the Corporation of the Town of Ingersoll desires to enter into agreements with Heather Jean Hopper and Heather Jean Hopper/Bruce John Down. to provide for a Catchbasin Maintenance Agreement for lands municipally identified as 133 Carnegie St.

**NOW THEREFORE** the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk Deputy-Administrator are hereby authorized to execute agreements with Heather Jean Hopper and Heather Jean Hopper/Bruce John Down and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreements shall be annexed to and form part of this by-law.

**READ** a first and second time in Open Council this 11th day of May 2009

**READ** a third time in Open Council and passed this 11<sup>th</sup> day of May 2009

**THE CORPORATION OF THE TOWN OF INGERSOLL**

\_\_\_\_\_  
**Paul Holbrough, Mayor**

\_\_\_\_\_  
**Elaine Clark, Clerk**

# CATCHBASIN MAINTENANCE AGREEMENT

**THIS AGREEMENT** made the      day of              2009

**BETWEEN:**

**Heather Jean Hopper**

Hereinafter referred to as “Owner”)

Owners of

AND

**THE CORPORATION OF THE TOWN OF INGERSOLL**

(hereinafter referred to Ingersoll

**WHEREAS** the owner of the lands described in Schedule “A” attached hereto (“133 Carnegie, Part Lots 12 & 13, Block 104, Registered Plan 279, Town of Ingersoll”);

**AND WHEREAS** pursuant to an Easement Agreement registered against PT LT 12 N/S Carnegie St, BLK 104, PL 279, Designated as Part 5 on 41R-8241 for the purpose of granting access to repair and/or maintain a rear yard catchbasin, catchbasin connection and all appurtenances located on lands legally described as Part of PIN 00170-0136 LT, PT LT 12, N/S Carnegie St, PT LT 13 N/S Carnegie St BLK 104 PL 279, Designated as Part 4 on 41R-8241, hereinafter referred to as the “Easement Lands”.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of an annual fee of One Hundred and Twenty-Five Dollars (\$125.00) to be paid annually on the anniversary date of the signing of this agreement to perform an annual maintenance on the catchbasin, connection and appurtenances by cleaning the catchbasin and connection and making minor repairs. The fee may be adjusted by Ingersoll on the anniversary date of the signing of this agreement by the amount of the Consumer Price Index. Major repairs deemed necessary by Ingersoll shall be paid completely by the owner upon receipt of a fully documented invoice from Ingersoll. The mutual agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree with one another as follows:

## 1. ACKNOWLEDGMENT

The Parties acknowledge and agree that the recitals to this Agreement are true and correct in all material respects.

## 2. REGISTRATION ON TITLE

The parties agree that this Agreement and any notice of this Agreement shall be registered on title to”

lands legally described as Part of PIN 00170—0136 LT, PT LT 12 N/S Carnegie ST, PT LT 13 N/S Carnegie ST BLK 104 PL 279, Designated as Part 4 on 41R-8241, Ingersoll, hereinafter referred to as the Easement Lands” provided the grant of easement herein is conveyed as contemplated herein.

### 3. GENERAL

- a) This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- b) No modification or amendment of this Agreement or any part thereof shall be made unless such modification or amendment is made in writing, agreed to and signed by the parties hereto.
- c) This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
- d) The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide the other party hereto with a copy of this Agreement bearing original signatures forthwith by courier.
- e) This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first written above.

**Heather and Bruce Down**

Per: \_\_\_\_\_  
Heather Down

Per: \_\_\_\_\_  
Bruce Down

**THE CORPORATION OF THE TOWN OF  
INGERSOLL**

Per: \_\_\_\_\_  
PAUL HOLBROUGH, Mayor  
I have authority to bind the Corporation.

# CATCHBASIN MAINTENANCE AGREEMENT

**THIS AGREEMENT** made the      day of                      2009

**BETWEEN:**

**Heather Jean Hopper and Bruce John Down**

Hereinafter referred to as “Owner”)

Owners of

AND

**THE CORPORATION OF THE TOWN OF INGERSOLL**

(hereinafter referred to Ingersoll

**WHEREAS** the owner of the lands described in Schedule “A” attached hereto (“133 Carnegie, Part Lots 12 & 13, Block 104, Registered Plan 279, Town of Ingersoll”);

**AND WHEREAS** pursuant to an Easement Agreement registered against PT LT 12 N/S Carnegie ST, PT LT 13 N/S Carnegie ST, BLK 104 PL 279, Designated as Part 4 on 41R-8241                      for the purpose of granting access to repair and/or maintain a rear yard catchbasin, catchbasin connection and all appurtenances located on lands legally described as Part of PIN 00170-0136 LT, PT LT 12, N/S Carnegie St, BLK 04, PL 279, Designated as Part 5 on 41R-8241, Ingersoll, hereinafter referred to as the “Easement Lands”; to Ingersoll.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of an annual fee of One Hundred and Twenty-Five Dollars (\$125.00) to be paid annually on the anniversary date of the signing of this agreement to perform an annual maintenance on the catchbasin, connection and appurtenances by cleaning the catchbasin and connection and making minor repairs. The fee may be adjusted by Ingersoll on the anniversary date of the signing of this agreement by the amount of the Consumer Price Index. Major repairs deemed necessary by Ingersoll shall be paid completely by the owner upon receipt of a fully documented invoice from Ingersoll. The mutual agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree with one another as follows:

#### **4. ACKNOWLEDGMENT**

The Parties acknowledge and agree that the recitals to this Agreement are true and correct in all material respects.

#### **5. REGISTRATION ON TITLE**

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**6. GENERAL**

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**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first written above.

**Heather and Bruce Down**

Per: \_\_\_\_\_  
Heather Down

Per: \_\_\_\_\_  
Bruce Down

**THE CORPORATION OF THE TOWN OF  
INGERSOLL**

Per: \_\_\_\_\_  
PAUL HOLBROUGH, Mayor  
I have authority to bind the Corporation.