

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2020-73

**“A BY-LAW TO AUTHORIZE AN EASEMENT AGREEMENT WITH
1504107 ONTARIO INC. – SEWER INFRASTRUCTURE ”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS Municipal Council deems it advisable to enter into an easement agreement with 1504107 Ontario Inc. with respect to sewer infrastructure situated on South Street in Spencerville, on the property described as:

PT LT 3 W/S SPENCER STREET
4 W/S SPENCER STREET
PL 40, PT 1, 15R6898
Township of Edwardsburgh Cardinal
PIN 68141-0362

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the easement agreement attached hereto as Schedule “A” and shall form part of this by-law.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 23 day of November, 2020.

Read a third and final time, passed, signed and sealed in open Council this 23 day of November, 2020.

Mayor

Clerk

EASEMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

("The Transferor")

- and -

1504107 ONTARIO INC.

("The Transferee")

WHEREAS:

1. The Transferor owns the servient tenement, being PT LT 3 W/S SPENCER STREET, 4 W/S SPENCER STREET PL 40 PT 1, 15R6898 in the Township of Edwardsburgh/Cardinal being PIN 68141-0362 (**"the Servient Lands"**).
2. The Transferee has agreed to purchase the Servient Lands from the Transferor.
3. The dominant tenement of the Transferor consists of the sewer infrastructure of The Corporation of The Township of Edwardsburgh/Cardinal situate in The Township of Edwardsburgh/Cardinal together with buildings and other lands benefitting from the sewer infrastructure (**"the Dominant Lands"**).
4. The Transferor requires an easement be registered on the Servient Lands for this sewer infrastructure.

NOW THEREFORE the parties agree as follows:

1. THE LANDS AND PURCHASE PRICE

- 1.1. The Transferor hereby reserves a permanent easement in gross to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use and to permit others to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use a partially open and partially below ground sanitary sewer, together with such above-ground accesses, service points and other appurtenances for every such purpose (**"the Sanitary Sewer"**) over, under and through Part 1 on Plan 15R-12048.
- 1.2. The Transferor has prepared and deposited at its own expense a reference plan for the Permanent Easement Lands.

2. CLOSING

- 2.1. The closing date of this transaction shall be **November 27, 2020** ("**the Closing Date**"). Vacant, unencumbered possession of the Permanent Easement Lands shall be given to the Transferor on the Closing Date, unless otherwise provided.
- 2.2. The Transfer shall be prepared by the Transferee's solicitor and the Transferors shall execute all necessary Transfer and documents required in connection with this transaction. The Easement Schedule shall be in the form attached hereto as Schedule "B"
- 2.3. This transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4. The Transferors and the Transferee agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada ("**the DRA**"). The Transferors and the Transferee acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the Transfer (and other documents intended to be registered in connection with the completion of this transaction); and (b) be subject to conditions whereby the solicitor(s) receiving documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of the DRA.
- 2.4. Until completion of this transaction on the Closing Date, the Permanent Easement Lands shall be and remain at the risk of the Transferor, except as otherwise provided.
- 2.5. Time is of the essence hereof, provided that the time for doing or completing any matter herein may be extended or abridged by an agreement, in writing, signed by the Transferee and Transferors or by their respective solicitors.

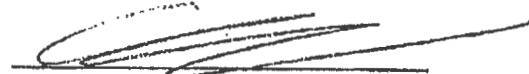
3. LEGAL EXPENSES AND INDEPENDENT LEGAL ADVICE

- 3.1. The Transferor and the Transferee will pay their own legal fees incurred by each of them in connection with the negotiations of this Agreement and the conveyance of the Permanent Easement Lands.
- 3.2. The Transferee acknowledges that it has read, understood, and agrees with all of the provisions of this Agreement, and acknowledge that they have had the opportunity to obtain independent legal advice with respect to same.

_____intentionally blank_____

Signed at Kemptville, this 25 day of Nov, 2020.

1504107 ONTARIO INC.

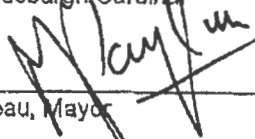


Name: Corey Lockwood, President

(I have the authority to bind the corporation).

Signed at Spencerville, this 27 day of November, 2020.

The Corporation of The Township
of Edwardsburgh/Cardinal



Pat Sayeau, Mayor



(Dave Grant, CAO) Rebecca Williams, Clerk

(We have the authority to bind the
corporation).

HP

SCHEDULE "B"

WHEREAS the Transferor owns the servient tenement, being PT LT 3 W/S SPENCER STREET, 4 W/S SPENCER STREET PL 40 PT 1, 15R6898 in the Township of Edwardsburgh/Cardinal being PIN 68141-0362 ("**the Servient Lands**")

AND WHEREAS the Transferee has agreed to purchase the Servient Lands from the Transferor.

AND WHEREAS the Transferor requires an Easement in Gross be registered permitting the Township of Edwardsburgh/Cardinal to access and maintain the sewer infrastructure located on the Servient Lands.

AND WHEREAS the dominant tenement of the Transferor consists of the sewer infrastructure of the Corporation of The Township of Edwardsburgh/Cardinal situate in The Township of Edwardsburgh/Cardinal together with buildings and other lands benefitting from the sewer infrastructure ("**the Dominant Lands**").

1. The Transferor hereby reserves unto itself, its successors and assigns, an exclusive unencumbered right, interest and easement in gross upon, over, on, in, under, along, across and through the lands of the Transferor described as Part 1 on reference plan 15R-12048 attached, to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use and to permit others to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, repair and use a below ground sanitary sewer main, together with such above-ground accesses, service points and other appurtenances for every such purpose ("**the Sanitary Sewer**").
2. And for every such purpose, the Transferor and those claiming under the Transferor together with their vehicles, machinery, equipment, materials and supplies, shall have the right of free unimpeded access to the Servient Lands at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted.
3. It is understood and agreed by and between the Transferor and the Transferee herein that the burden of this indenture and of all covenants herein contained shall run with and burden the Servient Lands and all those having an interest therein from time to time and that the benefit of this indenture and of all the covenants herein contained shall run with and benefit the Dominant Lands, being a system of municipal works and services and pipes for the movement of sewage, including but not limited to a system for the management of sewage for the benefit of lands in proximity to the Servient Lands, and that this indenture shall be binding upon and enure to the benefit of the Transferor and the Transferee and their respective successors and assigns.
4.
 - (a) The Transferee, for itself, its successors and its assigns hereby covenants that unless given permission in writing in advance by the Transferor, it will not use or permit the use of the Servient Lands, except for purposes arising in relation its use as vacant land (on a residential lot), and the Transferee will not permit any new buildings, structures, fences, trees or obstructions to be situate on the Servient Lands and it will not permit the Servient Lands to be paved with concrete, or change the grade or elevations of the Servient Lands or do or permit

its forces to do anything to the Servient Lands which may injure or damage the Sanitary Sewer.

- (b) The Transferor and Transferee acknowledge and agree that there is an existing fence at the north boundary of the Servient Lands shown on Part 1 on Plan 15R-12048 that shall be permitted to remain. The Transferee agrees and acknowledges that the fence shall not be extended, or its location moved. Any repairs or replacement shall be done with similar material, and in the same location. The Transferor agrees to work around the fence at all times to the best of its ability, and agrees to replace or repair any damage to the fence in a similar workmanlike manner as the fence existed before any damage was done.
- 5. Provided that the Transferor, in exercising the rights hereby created, shall take such actions as are necessary in the opinion of the Transferor to restore the elevation and surface conditions of the Servient Lands, but shall not be liable for damages occasioned hereby, except for the negligent performance of such restoration.
- 6. Further the Transferor agrees as follows:
 - (a) the Transferor shall, except in emergency circumstances, provide not less than seventy-two (72) hours advance notice before commencing any normal maintenance, repairs or reconstruction upon the Servient Lands, along with an indication as to the length of time that such maintenance, repairs or reconstruction is expected to last;
 - (b) where the Transferor enters upon the Servient Lands in emergency circumstances, without notice, the Transferor shall provide the Transferor with notice as soon as possible thereafter; and
 - (c) the Transferor shall endeavour, in the course of carrying out the maintenance, repairs, or reconstruction, to take reasonable steps to ensure that the materials and equipment are not transported onto the Servient Lands or left on the Servient Lands for a longer period of time than is necessary to carry out the works contemplated.
- 7. Provided the Transferor may remove from the said lands by any means necessary any boulders, rocks, buildings or structures and may sever, fell, remove, or prevent or control the growth of any roots, trees, stumps, brush, plants, shrubs, or other vegetation now or from time to time hereafter growing in, on or under the said lands and the Transferor shall not be responsible for the replacement of the boulders, rocks, buildings, structures, trees, stumps, brush, plants, shrubs or other vegetation so removed.
- 8. The Transferee, for itself, its successors and assigns, hereby covenants and agrees with the Transferor, its successors and assigns, that the Transferor, its successors and assigns, shall and may peaceably hold and enjoy the rights, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Transferee, its successors and assigns or of any person, firm or corporation claiming by, through, under or in trust for the Transferee, its successors and assigns.

9. Notwithstanding any rule of law or equity, the Sanitary Sewer shall be deemed to be and shall remain the property of the Transferor, even though such Sanitary Sewer may become annexed or affixed to the Servient Lands.

Properties

PIN 68141 - 0362 LT Interest/Estate Fee Simple with New Easement ☒ Add Easement

Description PT LT 3 W/S SPENCER ST, 4 W/S SPENCER ST PL 40 PT 1, 15R6898;
EDWARDSBURGH/CARDINAL

RESERVING AN EASEMENT IN GROSS OVER PT LT 3, W/S SPENCER ST, PT LT 4 W/S
SPENCER ST PL 40 BEING PART 1 ON PLAN 15R12048, EDWARDSBURGH/CARDINAL IN
FAVOUR OF THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL.
SEE SCHEDULE ATTACHED

Address SPENCERVILLE

Consideration

Consideration \$55,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Address for Service 18 Centre Street
Spencerville, ON K0E 1X0

I, Pat Sayeau, Mayor and Dave Grant, CAO, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Transferee(s)**Capacity****Share**

Name 1504107 ONTARIO INC.
Address for Service SPENCERVILLE

Statements

Schedule: See Schedules

Signed By

Warren Andrew Leroy Box 428, 522 St. Lawrence St. acting for Signed 2020 11 30
Winchester Transferor(s)
K0C 2K0

Tel 613-774-2670

Fax 613-774-2266

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Paul Alphonse Jansen 215 Van Buren St. acting for Signed 2020 11 30
Kemptville Transferee(s)
K0G 1J0

Tel 613-258-7462

Fax 613-258-7761

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

JANSEN LAW PROFESSIONAL CORPORATION 215 Van Buren St. 2020 12 01
Kemptville
K0G 1J0

Tel 613-258-7462

Fax 613-258-7761

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Provincial Land Transfer Tax \$275.00

Total Paid \$340.30

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 68141 - 0362 PT LT 3 W/S SPENCER ST, 4 W/S SPENCER ST PL 40 PT 1, 15R6898;
EDWARDSBURGH/CARDINAL

RESERVING AN EASEMENT IN GROSS OVER PT LT 3, W/S SPENCER ST, PT LT
4 W/S SPENCER ST PL 40 BEING PART 1 ON PLAN 15R12048,
EDWARDSBURGH/CARDINAL IN FAVOUR OF THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL. SEE SCHEDULE ATTACHED

BY: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

TO: 1504107 ONTARIO INC.

1. COREY LOCKWOOD

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 1504107 ONTARIO INC. described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$55,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$55,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$55,000.00

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (b) This is not a conveyance of "designated land".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 15 Registration No. GC66762 Date: 2020/12/01

B. Property(s): PIN 68141 - 0362 Address SPENCERVILLE Assessment -
Roll No

C. Address for Service: SPENCERVILLE

D. (i) Last Conveyance(s): PIN 68141 - 0362 Registration No. GC61303
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Paul Alphonse Jansen
215 Van Buren St.
Kemptville K0G 1J0