

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

**BY-LAW NO. 2021-21**

**“A BY-LAW TO AUTHORIZE AN EASEMENT AGREEMENT WITH  
SHELLY LEE ADAMS AND DAVID JOHN STEVENS – BEING PART OF LOT 15,  
CONCESSION 7 IN PR201052, BEING PIN 68142-0232 ”**

**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 Shelly Lee Adams and David John Stevens with respect to sewer infrastructure situated on the property described as:

PART LOT 15, CONCESSION 7  
PR201052  
PART 1 AND 2, PLAN 15R12120  
Township of Edwardsburgh Cardinal  
PIN 68142-0232

**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 26 day of April, 2021.

Read a third and final time, passed, signed and sealed in open Council this 26 day of April, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **EASEMENT AGREEMENT**

**BETWEEN:**

**SHELLY LEE ADAMS and DAVID JOHN STEVENS**

("The Transferors")

- and -

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

("The Transferee")

### **WHEREAS:**

1. The Transferors own the servient tenement, being part of lot 15, concession 7 in the Township of Edwardsburgh/Cardinal as in PR201052, being PIN 68142-0232 ("the Servient Lands").
2. The dominant tenement of the Transferee 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").
3. The Transferee requires an easement be registered on the Transferors' lands for this sewer infrastructure.

**NOW THEREFORE** the parties agree as follows:

### **1. THE LANDS AND PURCHASE PRICE**

- 1.1. The Transferors hereby offer to sell and the Transferee hereby agrees to purchase a permanent easement 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 storm sewer, together with such above-ground accesses, service points and other appurtenances for every such purpose (the "Storm Sewer") over, under and through a portion of the Transferors' Lands, designated as Part 1 and Part 2 on Plan 15R-12120 and shown on Schedule "A" attached hereto, (the "Permanent Easement Lands") for a purchase price of Two Dollars (\$2.00) (the "Purchase Price"), the sufficiency and receipt of which is hereby acknowledged.
- 1.2. The Transferee has prepared and deposited at its own expense a reference plan for the Permanent Easement Lands.



- 1.3. The Purchase Price does not include any taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15 and the Transferee hereby covenants to self-assess and remit applicable Harmonized Sales Tax (HST) in addition to the Purchase Price in accordance with the provisions of the *Excise Tax Act*.

## 2. CLOSING

- 2.1. The closing date of this transaction shall be **APRIL 27, 2021**. Vacant, unencumbered possession of the Permanent Easements Lands shall be given to the Transferee on the Closing Date, unless otherwise provided.
- 2.2. Any tender of documents may be made upon either party or their solicitors.
- 2.3. The Transferee shall be allowed to investigate the title to the Permanent Easement Lands, at its own expense, until the Closing Date. If within that time any valid objection to title is made, in writing, which the Transferors are unable to remove and which is not waived by the Transferee, this Agreement shall be null and void.
- 2.4. The Transferee shall not call for the production of any title deed or other evidence of title, except as may be in the possession of the Transferors.
- 2.5. The Transferors shall provide on the Closing Date any certificates, affidavits, declarations or any other documents required for compliance with the *Family Law Act*, R.S.O. 1990, c. F.3, the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), and any other statutes, where such certificates, affidavits, declarations or documents are required to permit the conveyance of the Permanent Easement Lands to the Transferee free of any claim, lien or interest of any person or government.
- 2.6. 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."
- 2.7. 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 will be required to hold them in escrow and not release them except in accordance with the terms of the DRA.
- 2.8. Until completion of this transaction on the Closing Date, the Permanent Easement Lands shall be and remain at the risk of the Transferors, except as otherwise provided.
- 2.9. 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. RIGHT OF ENTRY**

- 3.1. The Transferee, its agents and contractors, shall have the right of entry onto the Permanent Easement Lands from the date of acceptance of this Agreement for the purposes of inspection, survey and performing environmental testing as it deems necessary including, but not limited to, obtaining soil and liquid samples and drilling test holes.
- 3.2. The Transferee shall indemnify and save harmless the Transferors from any kind of liability, suit, claim, demand, fine, action or proceeding of any kind for which the Transferors may become liable or suffer by reason of the Transferee's early entry onto the Permanent Easement Lands, and any breach of or non-performance by the Transferee of this Agreement, save and except any negligence by the Transferors, and those for whom the Transferors are responsible in law.

**4. LEGAL EXPENSES AND INDEPENDENT LEGAL ADVICE**

- 4.1. The parties agree that the Transferee will pay reasonable legal fees incurred by the Transferors in connection with the negotiations of this Agreement and the conveyance of the Permanent Easement Lands, upon receipt of an itemized statement of account, within a reasonable time after the Closing Date.
- 4.2. The Transferors acknowledges that they have read, understood, and agree 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.

**5. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES**

- 5.1. If all or any part of the Transferors' Lands are subject to any interest or right to occupy or use the Transferors' Lands, the Transferors hereby warrant:
- (a) they have disclosed those interests or rights to the Transferee in writing, prior to executing this Agreement; and
  - (b) that they have obtained all necessary consents, authorizations, or surrenders from the tenant for this transaction.

Signed at SPENCERVILLE, ON, this 19 day of APRIL, 2021.

Joanne Schonauer  
Witness:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Shelly Lee Adams  
Shelly Lee Adams



Joanne Schorauer  
Witness:

)  
)  
)

David John Stevens  
David John Stevens

Signed at Spencerville, this 27 day of April, 2021.

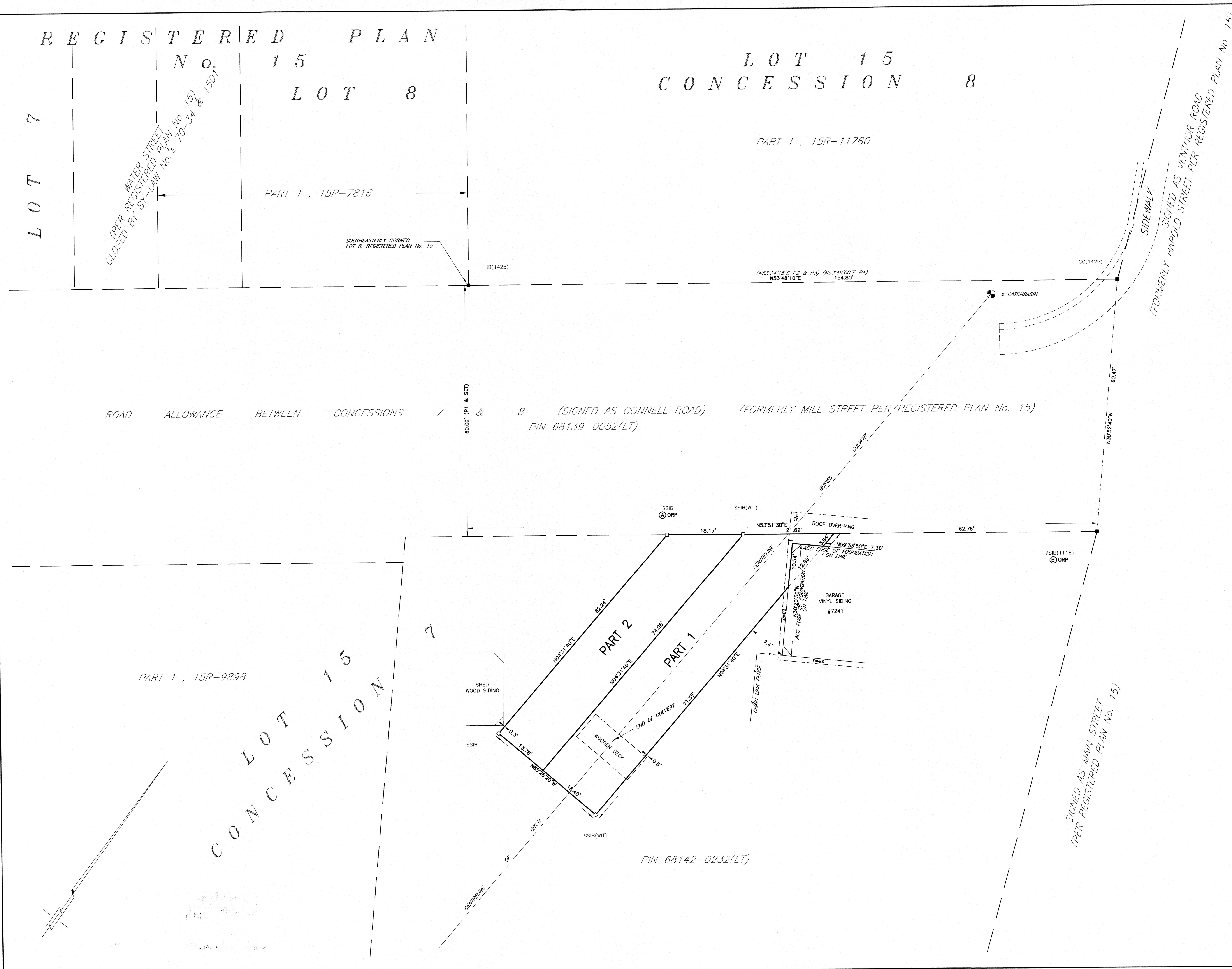
The Corporation of The Township  
of Edwardsburgh/Cardinal

Pat Sayeau  
Pat Sayeau, Mayor

Dave Grant  
Dave Grant, CAO

(We have the authority to bind the  
Corporation).





I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  
*January 14, 2021*  
*R. M. Jason*  
RON M. JASON, O.L.S.

**PLAN 15R-12120**  
RECEIVED AND DEPOSITED  
*January 15, 2021*  
*Linda Martin*  
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GRENVILLE (No. 15)

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA
1	PART OF LOT 15	7	PART OF 68142-0232(LT)	0.030 Ac.
2				0.022 Ac.

PLAN OF SURVEY OF  
**PART OF LOT 15  
CONCESSION 7**  
GEOGRAPHIC TOWNSHIP OF EDWARDSBURGH  
TOWNSHIP OF EDWARDSBURGH/CARDINAL  
COUNTY OF GRENVILLE  
RON M. JASON O.L.S.  
SCALE: 1 INCH=10 FEET  
0 5 10 15 20 25 FEET

**IMPERIAL**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

**NOTES**  
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.9996120.  
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.  
COORDINATE VALUES ARE TO A URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG. 216/10.  
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, SHOWN HEREON, BY REAL TIME NETWORK (RTN) OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18, (75°W) NAD83 (CSRS) (2010).  
BEARING COMPARISONS SHOWN ARE WITH UNDERLYING PLANS.

COORDINATES WERE DERIVED FROM REAL-TIME NETWORK OBSERVATIONS USING THE CAN-NET NETWORK UTM, ZONE 18, NAD83 (CSRS) (2010)

STATION	NORTHING	EASTING
A	16308094.738	1505601.076
B	16308155.234	1505683.908

- LEGEND**
- DENOTES PLANTED MONUMENT
  - DENOTES FOUND MONUMENT
  - SIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - CM DENOTES CONCRETE MONUMENT
  - CC DENOTES CUT CROSS
  - IP DENOTES IRON PIPE
  - Ø DENOTES ROUND
  - WIT DENOTES WITNESS
  - ACC DENOTES ACCEPTED
  - MEAS DENOTES MEASURED
  - INST DENOTES INSTRUMENT
  - x-x DENOTES FENCE
  - P1 DENOTES REGISTERED PLAN No. 15
  - P2 DENOTES PLAN 15R-7816
  - P3 DENOTES PLAN 15R-9898
  - P4 DENOTES PLAN 15R-11780

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE 8th DAY OF DECEMBER, 2020.

*January 14, 2021*  
*R. M. Jason*  
RON M. JASON  
ONTARIO LAND SURVEYOR

**Ron M. Jason Surveying Ltd.**  
ONTARIO & CANADA LAND SURVEYORS  
PRESCOTT - ALEXANDRIA  
REF: 20-10-95



### **Schedule "B" to Transfer of Easement**

**WHEREAS** The Transferors own the servient tenement, being part of 15 concession 7 in the Township of Edwardsburgh/Cardinal as in PR201052, being PIN 68142-0232 ("the Servient Lands").

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

1. The Transferor hereby grants, conveys and transfers unto the Transferee, 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 Transferors described as Part 1 and Part 2 on reference plan 15R-12120 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 partially open and partially below ground storm sewer, together with such above-ground accesses, service points and other appurtenances for every such purpose (the "Storm Sewer").
2. And for every such purpose, the Transferee and those claiming under the Transferee 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 Transferors 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 surface water including but not limited to a system for the management of rain water 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 Transferors and the Transferee and their respective successors and assigns.
4. Subject to this agreement, the Transferors, for themselves, their successors assigns hereby covenant that unless given permission in writing in advance by the Transferee, they will not use or permit the use of the Servient Lands, except for purposes arising in relation to its use as residential land, and the Transferors will not permit any buildings, structures, fences, trees or obstructions to be situate on the Servient Lands that would interfere with the Transferee's rights as defined herein and 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 Storm Sewer.
- 4.1 The Transferee acknowledges that the Storm Sewer runs beneath the driveway located on the Servient Lands. The Transferors shall be permitted to pave, stone, or otherwise finish the driveway from time to time provided that doing so does not interfere with the Transferee's rights created by this agreement.



5. The Transferee, in exercising the rights hereby created, shall take such actions as are necessary in the opinion of the Transferee to restore the elevation, surface conditions of the Servient Lands and repair any harm occasioned to the driveway located on the Servient Lands, but shall not be liable for damages occasioned thereby, except for the negligent performance of such restoration.
6. Further the Transferee agrees as follows:
  - (a) the Transferee shall, except in emergency circumstances, provide not less than 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 Transferee enters upon the Servient Lands in emergency circumstances, without notice, the Transferee shall provide the Transferors with notice as soon as possible thereafter; and
  - (c) the Transferee 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. Subject to 7.1 of this agreement, the Transferee 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 Transferee shall not be responsible for the replacement of the boulders, rocks, buildings, structures, trees, stumps, brush, plants, shrubs or other vegetation so removed.
- 7.1 The Transferee acknowledges that the Storm Sewer runs beneath a deck located on the Servient Lands (shown on Plan 15FR-12120). In the event that the Transferee must remove, destroy, damage, modify, or otherwise take any actions which may affect the deck in any manner while exercising the rights hereby created, the Transferee shall reinstall, replace, or repair the deck. The Transferors shall be permitted to modify (including but not limited to completely removing and replacing the deck, which deck may be replaced with any form of deck and will not be limited to one that is substantially similar to the existing deck) from time to time provided that doing so does not interfere with the Transferee's rights created by this agreement. Any obligations of the Transferee hereunder will apply to any such modified, replaced, or new deck.
8. The Transferors, for themselves, their successors and assigns, hereby covenant and agree with the Transferee, its successors and assigns, that the Transferee, 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 Transferors, their successors and assigns or of any person, firm or corporation claiming by, through, under or in trust for the Transferors, their successors and assigns.



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



Properties

PIN

68142 - 0232    LT

Interest/Estate

Easement

☒ Add Easement

Description

SERVIENT LANDS: PT LT 15 CON 7 EDWARDSBURGH BEING PARTS 1 AND 2 ON  
PLAN 15R-12120 EDWARDSBURGH/CARDINAL

Address

7241 CONNELL ROAD  
SPENCERVILLE

Consideration

Consideration

\$2.00

Transferor(s)

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

Name

ADAMS, SHELLY LEE

Address for Service

7241 Connell Road  
Spencerville, Ontario  
K0E 1X0

I am at least 18 years of age.

I am not a spouse

This document is not authorized under Power of Attorney by this party.

Name

STEVENS, DAVID JOHN

Address for Service

7241 Connell Road  
Spencerville, Ontario  
K0E 1X0

I am at least 18 years of age.

I am not a spouse

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
<div><div>Name</div><div>THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL</div></div> <div><div>Address for Service</div><div>18 Centre Street P.O Box 129 Spencerville, Ontario K0E1X0</div></div>		

Statements

Schedule: See Schedules

I Warren Leroy solicitor make the following law statement The herein described easement is an easement in gross..

Signed By

Elisabeth Messner Henning	207-9 Broad Street Brockville K6V 6Z4	acting for Transferor(s)	Signed	2021 04 27
Tel        613-496-4832				
Fax        613-498-6290				
I have the authority to sign and register the document on behalf of the Transferor(s).				
Warren Andrew Leroy	Box 428, 522 St. Lawrence St. Winchester K0C 2K0	acting for Transferee(s)	Signed	2021 04 27
Tel        613-774-2670				
Fax        613-774-2266				
I have the authority to sign and register the document on behalf of the Transferee(s).				

Submitted By

AULT & AULT	Box 428, 522 St. Lawrence St. Winchester K0C 2K0		2021 04 27
Tel        613-774-2670			



*The applicant(s) hereby applies to the Land Registrar.*

**Submitted By**

Fax        613-774-2266

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$65.30
<i>Provincial Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$65.30



LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 68142 - 0232 SERVIENT LANDS: PT LT 15 CON 7 EDWARDSBURGH BEING PARTS 1 AND 2 ON PLAN 15R-12120 EDWARDSBURGH/CARDINAL

BY: ADAMS, SHELLY LEE  
STEVENS, DAVID JOHN

TO: THE CORPORATION OF THE TOWNSHIP OF  
EDWARDSBURGH/CARDINAL

1. WARREN LEROY

- 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 THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL described in paragraph(s) (c) above.
  - ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) 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	\$2.00
(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))	\$2.00
(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	\$2.00

- 4.
- Explanation for nominal considerations:
- o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

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:
- (a) This is not a conveyance of land that is located within the "specified region".
- 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 Easement			
	LRO 15	Registration No.	GC69249	Date: 2021/04/27
B. Property(s):	PIN 68142 - 0232	Address	7241 CONNELL ROAD SPENCERVILLE	Assessment Roll No 0701701 - 03516200
C. Address for Service:	18 Centre Street P.O Box 129 Spencerville, Ontario K0E1X0			
D. (i) Last Conveyance(s):	PIN 68142 - 0232	Registration No.	PR201052	
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not known <input type="checkbox"/>				
E. Tax Statements Prepared By:	Warren Andrew Leroy Box 428, 522 St. Lawrence St. Winchester K0C 2K0			