

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

BY-LAW NO. 2024-23

**“A BY-LAW TO AUTHORIZE AN EASEMENT AGREEMENT WITH
SPESKA HOLDINGS INC.”**

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 Speska Holdings Inc. with respect to land situated on the property described as:

Part 1 of Plan 15R-12418
PT LT 235-236 PL 25
CARDINAL as in PR160528
T/W PR16060518
Township of Edwardsburgh Cardinal

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 13 day of May, 2024.

Read a third and final time, passed, signed, and sealed in open Council this 13 day of May, 2024.



Mayor Tory Deschamps (May 20, 2024 16:43 EDT)

Mayor



Clerk

EASEMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

(“The Transferor”)

- and -

SPESKA HOLDINGS INC.

(“The Transferee”)

WHEREAS:

1. The Transferor owns the servient tenement described as PT LT 235-236 PL 25 CARDINAL AS IN PR160528; T/W PR16060518; EDWARDSBURGH/CARDINAL (“the Servient Lands”).
2. The Transferee owns the dominant tenement described as PT LT 212, 235-236 PL 25 CARDINAL AS IN PR190839; EDWARDSBURGH/CARDINAL (the “Dominant Lands”).
3. The Transferee requires an easement be registered over a portion of the Servient Lands for pedestrian and vehicular access to its commercial building together with certain upgrades appurtenant to these uses.

NOW THEREFORE the parties agree as follows:

1. THE LANDS AND PURCHASE PRICE

- 1.1. The Transferor hereby offers to sell and the Transferee hereby agrees to purchase a permanent easement over a portion of the Transferor's Lands, designated as Part 1 on Plan 15R-12418 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, for the purposes of pedestrian and vehicular access to the commercial building located on the Transferee's Lands together with upgrades appurtenant to these uses including paving, the installation of a bay, roll-up door on the Transferee's commercial building, and the installation of a fence on the southern border of the Permanent Easement Lands.
- 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 **MAY 14, 2024**. 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 Transferor is 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 Transferor.
- 2.5. The Transferor 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 Transferor shall execute all necessary Transfer 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 Transferor 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 Transferor 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 Transferor, 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 Transferor 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 Transferor from any kind of liability, suit, claim, demand, fine, action or proceeding of any kind for which the Transferor 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 Transferor is 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 Transferor 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 Transferor acknowledges that it has 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 Transferor's Lands are subject to any interest or right to occupy or use the Transferor's lands, the Transferor hereby warrants:
- (a) It has disclosed those interests or rights to the Transferee in writing, prior to executing this Agreement; and
 - (b) that it has obtained all necessary consents, authorizations, or surrenders from the tenant for this transaction.

Signed at Prague, Czechia, this 20 day of May, 2024.

Speska Holdings Inc.

Monika Vance

Monika Vance (May 20, 2024 06:37 GMT+2)


Per:

(I have authority to bind the corporation)

Signed at Spencerville, this 21 day of May, 2024.

The Corporation of The Township
of Edwardsburgh/Cardinal

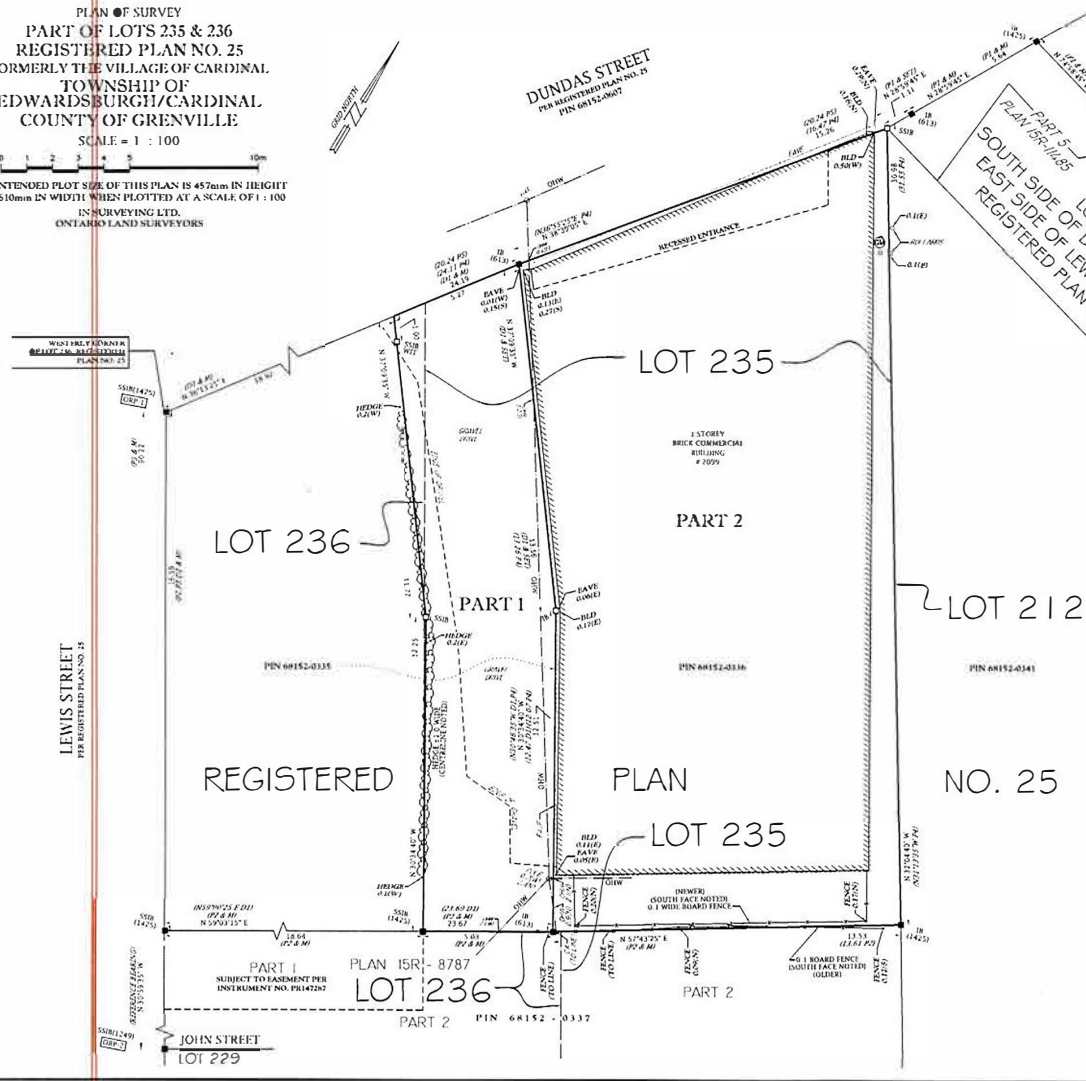

Mayor Tory Deschamps (May 20, 2024 16:43 EDT)
Tory Deschamps, Mayor


CAO Dave Grant (May 20, 2024 16:29 EDT)
Dave Grant, CAO

(we have authority to bind the corporation)

PLAN OF SURVEY
PART OF LOTS 235 & 236
REGISTERED PLAN NO. 25
FORMERLY THE VILLAGE OF CARDINAL
TOWNSHIP OF
EDWARDSBURGH/CARDINAL
COUNTY OF GRENVILLE
SCALE = 1 : 100

THE INTENDED PLOT SIZE OF THIS PLAN IS 457mm IN HEIGHT
AND 610mm IN WIDTH WHEN PLOTTED AT A SCALE OF 1 : 100
IN SURVEYING LTD.
ONTARIO LAND SURVEYORS



PLAN 15R-12418

Received and deposited

April 29, 2024

Milena Rodda

Representative for the
Land Registrar for the
Land Titles Division of
Grenville (No. 15)

SCHEDULE			
PART	LOT	PLAN	OWN
1	PART OF 235	75	PART OF 64152-0355 (L1)
2	PART OF 236		PART OF 64152-0355 (L1)

DISTANCE NOTES - METRIC:

1. DISTANCES AND COORDINATES REPORTED ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
2. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE CORRECTION SCALE FACTOR OF 0.9998004.

INTEGRATION DATA

OBSERVED REFERENCE POINTS (RPPs) WERE OBTAINED FROM GPS REAL TIME NETWORK (RTN) SURVEYS CONDUCTED AND REDUCED TO THE CANADIAN DATUM 1983 (NAD83) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.R.C. 2/14/10			
POINT ID	POINT DESC.	NORTHING (N)	EASTING (E)
1001	STATION 1001	451997.74	451997.74
1002	STATION 1002	451998.12	451998.12

COORDINATES 115.000000 IN THE HORIZONTAL, AT 1001 TO 1011, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 30

Schedule "B" to Transfer of Easement

WHEREAS The Transferor owns the servient tenement described as PT LT 235-236 PL 25 CARDINAL AS IN PR160528; T/W PR16060518; EDWARDSBRUGH/CARDINAL ("the Servient Lands").

AND WHEREAS the Transferee owns the dominant tenement described as PT LT 212, 235-236 PL 25 CARDINAL AS IN PR190839; EDWARDSBRUGH/CARDINAL (the "Dominant Lands").

AND WHEREAS the Transferee requires an Easement be registered over a portion of the Servient Lands for pedestrian and vehicular access to the commercial building located on the Dominant Lands to the east of the Servient Lands together with certain upgrades appurtenant to these uses.

1. The Transferor hereby grants, conveys and transfers unto the Transferee, its successors and assigns, an exclusive unencumbered right, interest and easement upon, over and across the lands of the Transferors described as Part 1 on reference plan 15R-12418 attached ("the Permanent Easement Lands"), for the purposes of pedestrian and vehicular access from Dundas Street to the south western side of the commercial building located on the Dominant Lands together with certain upgrades appurtenant thereto including paving the Permanent Easement Lands, the installation of a fence at the southern border of the Permanent Easement Lands, and the installation of a bay, roll-up door on the south western side of the building located on the Dominant Lands.
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 Permanent Easement 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, 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 Transferor, for itself, its successors and assigns, hereby covenants that unless given permission in writing and in advance by the Transferee, it will not permit any buildings, structures, fences, trees or other obstructions to be situate on the Permanent Easement Lands that would interfere with the Transferee's rights as defined herein.
5. 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.

6. The Transferor, for itself, its successors and assigns, hereby covenants and agrees 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 Transferor, its successors and assigns or of any person, firm or corporation claiming by, through, under or in trust for the Transferor, its successors and assigns.
7. Notwithstanding any rule of law or equity, the Permanent Easement Lands shall be deemed to be and shall remain the property of the Transferor.











Easement Agreement 05092024_Speska Holdings


Final Audit Report


2024-05-21


Created:	2024-05-14
By:	Clerk Rebecca Crich (rrich@twpec.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAP5-PjYMIUT5rK0UJ_u_-D5iVv2grjLd


"Easement Agreement 05092024_Speska Holdings" History


-  Document created by Clerk Rebecca Crich (rrich@twpec.ca)
2024-05-14 - 3:31:28 PM GMT
-  Document emailed to Vladimir Huzl (vladimir@merchantsgate.ca) for signature
2024-05-14 - 3:31:34 PM GMT
-  Email viewed by Vladimir Huzl (vladimir@merchantsgate.ca)
2024-05-15 - 12:29:12 PM GMT
-  Email viewed by Vladimir Huzl (vladimir@merchantsgate.ca)
2024-05-17 - 3:49:05 AM GMT
-  Signer Vladimir Huzl (vladimir@merchantsgate.ca) entered name at signing as Monika Vance
2024-05-20 - 4:37:37 AM GMT
-  Document e-signed by Monika Vance (vladimir@merchantsgate.ca)
Signature Date: 2024-05-20 - 4:37:39 AM GMT - Time Source: server
-  Document emailed to CAO Dave Grant (dsgrant@twpec.ca) for signature
2024-05-20 - 4:37:42 AM GMT
-  Email viewed by CAO Dave Grant (dsgrant@twpec.ca)
2024-05-20 - 8:28:12 PM GMT
-  Document e-signed by CAO Dave Grant (dsgrant@twpec.ca)
Signature Date: 2024-05-20 - 8:29:59 PM GMT - Time Source: server
-  Document emailed to Mayor Tory Deschamps (mayor@twpec.ca) for signature
2024-05-20 - 8:30:00 PM GMT


- 

Email viewed by Mayor Tory Deschamps (mayor@twpec.ca)
2024-05-20 - 8:43:28 PM GMT
- 

Document e-signed by Mayor Tory Deschamps (mayor@twpec.ca)
Signature Date: 2024-05-20 - 8:43:52 PM GMT - Time Source: server
- 

Document emailed to Clerk Rebecca Crich (rcrich@twpec.ca) for signature
2024-05-20 - 8:43:54 PM GMT
- 

Email viewed by Clerk Rebecca Crich (rcrich@twpec.ca)
2024-05-21 - 12:36:52 PM GMT
- 

Document e-signed by Clerk Rebecca Crich (rcrich@twpec.ca)
Signature Date: 2024-05-21 - 12:37:01 PM GMT - Time Source: server
- 

Agreement completed.
2024-05-21 - 12:37:01 PM GMT

Properties

PIN	68152 - 0335 LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	PT 1 PL 15R12418 PT LT 235-236 PL 25 CARDINAL AS IN PR160528; T/W PR160518; EDWARDSBURG/CARDINAL			
	SERVIANT LANDS : PT LT 235-236 PL 25 CARDINAL AS IN PR160518; T/W PR160518; EDWARDSBURGH/CARDINAL			
	DOMINANT LANDS : PT LT 212, 235-236 PL 25 CARDINAL AS IN PR190839; EDWARDSBURG/CARDINAL			
Address	2099 STREET DUNDAS CARDINAL			

Consideration

Consideration	\$2.00
---------------	--------

Transferor(s)

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

Name	THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
Address for Service	18 Centre Street, PO Box 129 Spencerville, ON K0E 1X0

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

This document is being authorized by a municipal corporation Tory Deschamps, Mayor and Rebecca Crich, Clerk.

Transferee(s)	Capacity	Share
Name	SPESKA HOLDINGS INC.	Registered Owner
Address for Service	3120 Rushford Road Unit 3 Vaughan ON L4K 0B2	

Statements

Schedule: See Schedules

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Warren Andrew Leroy	Box 428, 522 St. Lawrence St. Winchester K0C 2K0	acting for Transferor(s)	Signed	2024 06 10
Tel 613-774-2670				
Fax 613-774-2266				
I have the authority to sign and register the document on behalf of the Transferor(s).				
Bradley Herbert Wright	102-669 Sue Holloway Drive Ottawa K2J 5W4	acting for Transferee(s)	Signed	2024 06 06
Tel 613-825-8800				
Fax 613-825-9200				
I have the authority to sign and register the document on behalf of the Transferee(s).				

Submitted By

WRIGHT LAW FIRM	102-669 Sue Holloway Drive Ottawa K2J 5W4	2024 06 10
-----------------	---	------------

Submitted By

Tel 613-825-8800

Fax 613-825-9200

Fees/Taxes/Payment

Statutory Registration Fee	\$69.95
Provincial Land Transfer Tax	\$0.00
Total Paid	\$69.95

File Number

Transferor Client File Number :

12148

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 68152 - 0335 PT 1 PL 15R12418 PT LT 235-236 PL 25 CARDINAL AS IN PR160528; T/W PR160518; EDWARDSBURG/CARDINAL

SERVIENT LANDS : PT LT 235-236 PL 25 CARDINAL AS IN PR160518; T/W PR160518; EDWARDSBURGH/CARDINAL

DOMINANT LANDS : PT LT 212, 235-236 PL 25 CARDINAL AS IN PR190839; EDWARDSBURG/CARDINAL

BY: THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

TO: SPESKA HOLDINGS INC. Registered Owner

1. MONIKA VANCE

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 SPESKA HOLDINGS INC. 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 not subject to an encumbrance

6. Other remarks and explanations, if necessary.

1. 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.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. 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:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. 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.
5. 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.
6. SOLICITOR STATEMENT (To be completed when the declarant is an individual licensed to practice law in the province of Ontario): I have fulfilled my obligations as the solicitor of SPESKA HOLDINGS INC. for the conveyance, in relation to the Law Society of Upper Canada's Rules of Professional Conduct and its By-Laws, as well as the Land Transfer Tax Act, and have reviewed with the transferee(s) their obligations under the Land Transfer Tax Act that are material to the conveyance described in this document.
7. I acknowledge that the personal information collected in the provincial land transfer tax statements provided in this conveyance is being collected by the Ministry of Finance under the authority of the Land Transfer Tax Act, R.S.O. 1990, c. L.6, as amended ("the Act"), and that the personal information may be used for purposes of the administration or enforcement of the Act, other tax statutes, and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. (Note: Personal information collected under section 5.0.1 of the Act that accompanies this conveyance can be used only to administer and enforce the Act. De-identified data collected under section 5.0.1 can be used to compile statistical information and develop and evaluate economic, tax and fiscal policy.)

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 15 Registration No. GC88618 Date: 2024/06/10

LAND TRANSFER TAX STATEMENTS

B. Property(s):

PIN 68152 - 0335

Address 2099 STREET
DUNDAS
CARDINAL

Assessment 0701702 - 00503700
Roll No

C. Address for Service:

3120 Rushford Road Unit 3
Vaughan ON L4K 0B2

D. (i) Last Conveyance(s):

PIN 68152 - 0335

Registration No.

(ii) Legal Description for Property Conveyed: Same as in last conveyance?

Yes ☐

No ☒

Not known ☐

E. Tax Statements Prepared By:

Bradley Herbert Wright
102-669 Sue Holloway Drive
Ottawa K2J 5W4