

**THE CORPORATION  
OF THE  
TOWN OF NIAGARA-ON-THE-LAKE  
BY-LAW NO. 5182-19**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT AND THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE (Transport Canada Surplus Lands)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Acknowledgement and Direction Transport Canada Surplus Lands Transfer of Drainage Easement over Parts 7 & 8 30R-15071 in favour of the Town of Niagara-on-the-Lake, dated September 16, 2019, be and the same is hereby approved; and
2. THAT the Lord Mayor and Town Clerk are hereby authorized to execute any and all necessary documents pertaining to Transport Canada Surplus Lands; and
3. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
4. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 16<sup>th</sup> DAY OF SEPTEMBER, 2019**

\_\_\_\_\_  
LORD MAYOR BETTY DISERO

\_\_\_\_\_  
TOWN CLERK PETER TODD

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Callum Shedden  
(Insert lawyer's name)

**AND TO:** DANIEL & PARTNERS LLP  
(Insert firm name)

**RE:** Transport Canada Surplus Lands: Transfer of Drainage Easement over Parts 7 & 8, 30R-15071 in favour of the Town of Niagara-on-the-Lake ("the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor) , and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

**Dated at** \_\_\_\_\_, **this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_.

**WITNESS**

(As to all signatures, if required)

\_\_\_\_\_  
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE  
Lord Mayor Betty Disero

\_\_\_\_\_  
Town Clerk Peter Todd

\_\_\_\_\_  
We have the authority to bind the corporation

**Properties**

PIN 46359 - 0187 LT Interest/Estate Easement  Add Easement

Description PART ROAD ALLOWANCE BETWEEN LOTS 4 & 5, CONCESSION 7 GRANTHAM, PART ALLOWANCE BETWEEN LOTS 4 & 5, CONCESSION 8 GRANTHAM, PART ROAD ALLOWANCE BETWEEN CONCESSIONS 7 & 8 GRANTHAM BEING PART 7, 30R-15071 AND PART ROAD ALLOWANCE BETWEEN LOTS 4 & 5, CONCESSION 8 GRANTHAM BEING PART 8, 30R-15071, TOWN OF NIAGARA-ON-THE-LAKE

THIS IS AN EASEMENT IN GROSS

Address NIAGARA ON THE LAKE

**Consideration**

Consideration \$1.00

**Transferor(s)**

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

Name HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
Acting as a company

Address for Service

This document is not authorized under Power of Attorney by this party.  
This document is being authorized by a representative of the Crown.

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

Name THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE  
Acting as a company

Address for Service 1593 Four Mile Creek Road, P.O. Box 100  
Virgil, Ontario L0S 1T0

**Statements**

Schedule: See Schedules

**Calculated Taxes**

Provincial Land Transfer Tax \$0.00

**File Number**

Transferee Client File Number: 36765

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 46359 - 0187 PART ROAD ALLOWANCE BETWEEN LOTS 4 & 5, CONCESSION 7 GRANTHAM, PART ALLOWANCE BETWEEN LOTS 4 & 5, CONCESSION 8 GRANTHAM, PART ROAD ALLOWANCE BETWEEN CONCESSIONS 7 & 8 GRANTHAM BEING PART 7, 30R-15071 AND PART ROAD ALLOWANCE BETWEEN LOTS 4 & 5, CONCESSION 8 GRANTHAM BEING PART 8, 30R-15071, TOWN OF NIAGARA-ON-THE-LAKE

THIS IS AN EASEMENT IN GROSS

BY: HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
TO: THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

1. LORD MAYOR BETTY DISERO AND I, TOWN CLERK PETER TODD

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 THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE 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	\$1.00
(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))	\$1.00
(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	\$1.00

4.

Explanation for nominal considerations:

g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: Easement to municipality for drainage purposes.

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", "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:
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.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 30 Registration No. Date:  
B. Property(s): PIN 46359 - 0187 Address NIAGARA ON THE Assessment -  
LAKE Roll No  
C. Address for Service: 1593 Four Mile Creek Road, P.O. Box 100  
Virgil, Ontario L0S 1T0  
D. (i) Last Conveyance(s): PIN 46359 - 0187 Registration No.  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

This is an easement in gross.

The Transferor hereby transfers, sells, grants and conveys in perpetuity to the Transferee, its successors, assigns, servants, agents, contractors and workmen, a free and unencumbered easement upon, under, along, over, across and/or through the lands described as Part Road Allowance Between Lots 4 & 5, Concession 7 Grantham, Part Road Allowance Between Lots 4 & 5, Concession 8 Grantham, Part Road Allowance Between Concessions 7 & 8 Grantham being Part 7, 30R-15071 and Part Road Allowance Between Lots 4 & 5, Concession 8 Grantham being Part 8, 30R-15071, TOWN OF NIAGARA-ON-THE-LAKE, being part of PIN 46359-0187 (LT), hereinafter referred to as "the Easement Lands", to enter, lay, construct, install, operate, maintain, inspect, alter, repair or replace any such municipal services or surface drainage works, including all other works as required by the Transferee ("the Works") together with all appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto for the Works.

The Transferor hereby transfers, sells, grants and conveys in perpetuity to the Transferee, its successors, assigns, servants, agents, contractors and workmen, a free and unencumbered easement upon, under, along, over, across and/or through so much of the Easement Lands, as are unencumbered by any buildings or improvements thereto and reasonably required in order to access the Easement Lands, on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the easement hereby transferred.

The Transferee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.

The Transferor covenants to keep the land clear of all brush, trees and other obstructions save and except for the Works constructed together with all appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment as may be necessary for the use of the easement.

The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferor shall not, without the prior written consent of the Transferee, place, erect or permit the erection on the Easement Lands any building, structure, fence foundation, pavement or other obstruction of any nature whatsoever so as to obstruct, hinder or prevent the exercise and enjoyment by the Transferee of its right hereunder. Should any such obstruction or hindrance be placed upon the Easement Lands the Transferee, in addition to its other rights, may enter and remove same and shall not thereby render itself liable in damages to the Transferor.

Notwithstanding any rule of law or equity, the Works constructed by the Transferee together with all appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Easement Lands.

The Transferee shall have the absolute and unfettered right to assign or transfer its rights hereunder in whole or in part to another government body or agency or to a utility company and shall not be bound to give notice thereof to any party.

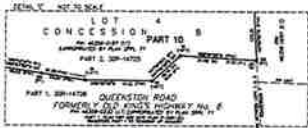
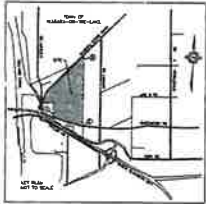
The Transferor shall have the right to assign or transfer its rights hereunder in whole or in part upon giving notice to the Transferee and obtaining consent from the Transferee.

The Transferor covenants that:

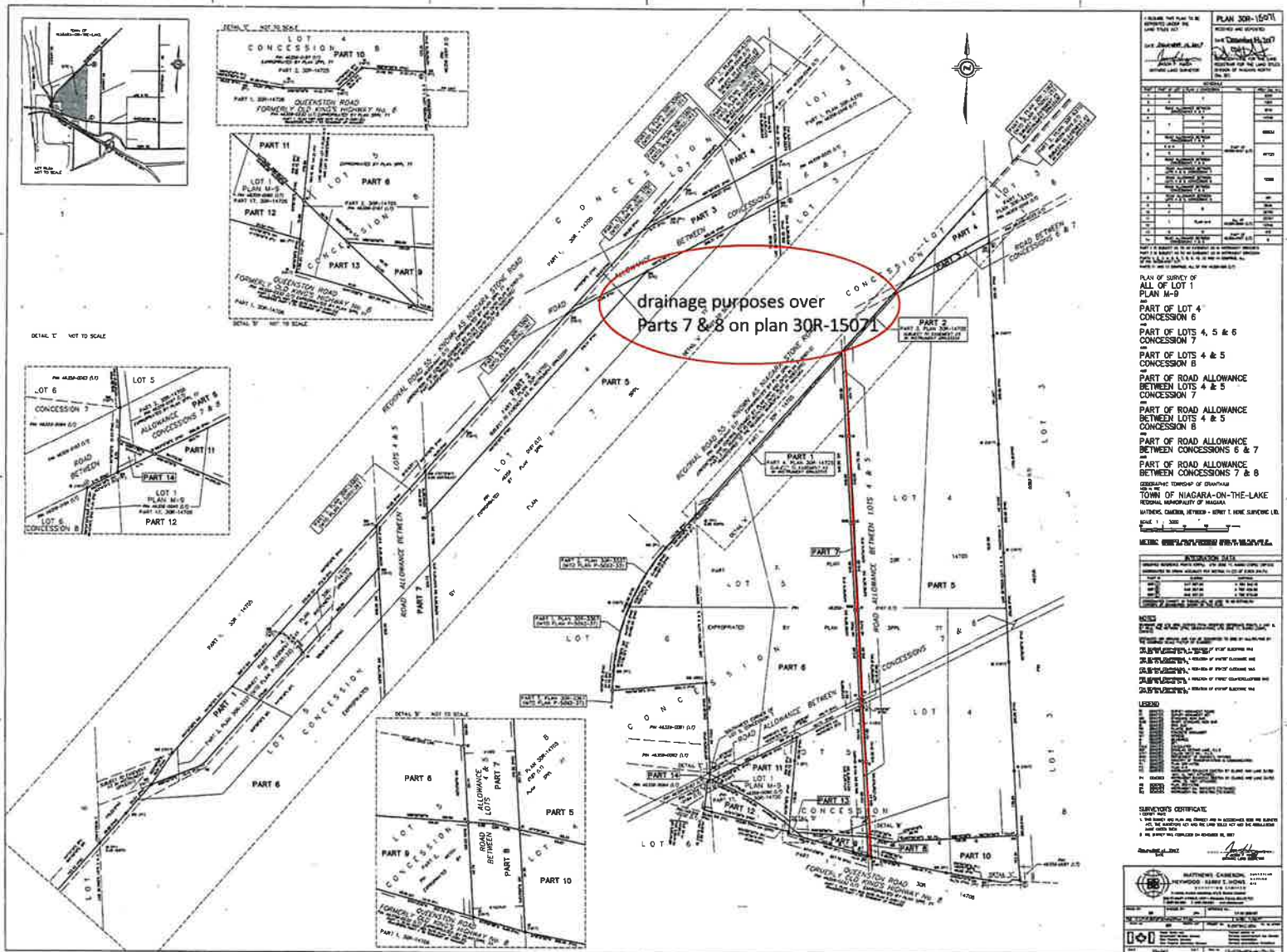
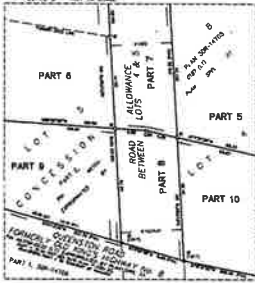
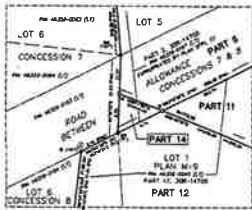
- i. subject to the foregoing it has the right to convey this easement and right to enter to the Transferee;
- ii. the Transferee shall have quiet enjoyment of the rights, easement and right hereby transferred;
- iii. the Transferee or its successors and assigns will execute such further assurances or this easement and do such other acts (at the Transferee's expense) as may be reasonably required; and

- iv. the Transferor has not done, omitted or permitted anything whereby the Easement Lands is or may be encumbered (except as the records of the Land Registry Office disclose).

This transfer shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto. The Transferor hereby agrees that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.



DETAIL 'C' NOT TO SCALE



**PLAN 30R-15071**  
REVISED BY SURVEYOR  
DATE: 2017

NO.	DESCRIPTION	DATE
1	ORIGINAL PLAN	2017
2	REVISIONS	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

PLAN OF SURVEY OF ALL OF LOT 1 PLAN M-9 PART OF LOT 4 CONCESSION 6 PART OF LOTS 4, 5 & 6 CONCESSION 7 PART OF LOTS 4 & 5 CONCESSION 8 PART OF ROAD ALLOWANCE BETWEEN LOTS 4 & 5 CONCESSION 7 PART OF ROAD ALLOWANCE BETWEEN CONCESSIONS 6 & 7 PART OF ROAD ALLOWANCE BETWEEN CONCESSIONS 7 & 8 TOWN OF NIAGARA-ON-THE-LAKE REGIONAL MUNICIPALITY OF NIAGARA HISTORICAL CADASTRE BETWEEN 1858 & 1885 SURVEYED BY PLAN 30R-15071

**EXTENSION DATA**

NO.	DATE	DESCRIPTION
1	2017	ORIGINAL PLAN
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

**LEGEND**

ALL DIMENSIONS IN METERS UNLESS OTHERWISE SPECIFIED  
ALL DIMENSIONS IN METERS UNLESS OTHERWISE SPECIFIED  
ALL DIMENSIONS IN METERS UNLESS OTHERWISE SPECIFIED  
ALL DIMENSIONS IN METERS UNLESS OTHERWISE SPECIFIED  
ALL DIMENSIONS IN METERS UNLESS OTHERWISE SPECIFIED

**NOTES TO CONTRACTOR**

- THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE OWNER.
- ALL DIMENSIONS SHOWN ON THIS PLAN ARE THE RESULT OF A MEASUREMENT MADE BY THE SURVEYOR.
- THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE OWNER.

**ENGINEER'S CERTIFICATE**  
I HEREBY CERTIFY THAT THE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME FOR RECORD.