

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY
AND RICHARDS

By-Law No. 08-2014

Being a By-Law to Convey to Bell Canada an Easement over Parts 1, 2 & 3, Plan 49R-15891, Part Lot 9, Concession 1, Richards, now in The Corporation of the Township of Killaloe, Hagarty and Richards

WHEREAS the Corporation of the Township of Killaloe, Hagarty and Richards is the legal registered owner of that Part of Lot 9, Concession 1, Richards, designated as Parts 1, 2 & 3, Plan 49R-15891, Part Lot 9, Concession 1, Richards, now in The Corporation of the Township of Killaloe, Hagarty and Richards, more particularly described in Schedule "A" hereto attached.

AND WHEREAS the Corporation of the Township of Killaloe, Hagarty and Richards, pursuant to the powers vested in it under the Municipal Act, 2001, deems it necessary and advisable to convey an easement over the aforesaid lands, the form of the easement of which is attached hereto as Schedule "B" hereto attached to Bell Canada pursuant to the provisions of the Municipal Act, 2001.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS ENACT AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to convey an easement over the aforesaid lands to Bell Canada pursuant to the Municipal Act, 2001, in consideration of the aforesaid to the Corporation of the Township of Killaloe, Hagarty and Richards the sum of the Townships' legal fees and disbursements in conjunction with the same.
2. That the Mayor and Clerk be and they are hereby authorized to execute any documents necessary for the transfer of the aforesaid lands and to affix the corporate seal thereto.
3. This by-law shall not come into force and take effect until the final passing thereof.

Read a first and second time this 4th day of February, 2014.

Read a third time and finally passed this 4th day of February, 2014.

Janice Visneskie Moore

Janice Visneskie Moore, Mayor

Lornia Hudder

Lornia Hudder, CAO/Clerk-Treasurer

SCHEDULE "A"

Part of Lot 9, Concession 1, Richards, Parts 1, 2 & 3, Plan 49-R15891, now in The Corporation of the Township of Killaloe, Hagarty and Richards

Additional Property Identifier(s) and/or Other Information

WHEREAS the Transferee is the owner in fee simple of those lands and premises (the "Transferee's lands") being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto.

WHEREAS the Transferor is the owner in fee simple of lands described as Pt. Lot 9, Conc. 1, Pts. 1, 2 & 3 on 49R15891, Geographic Township of Richards Township of Killaloe, Hagarly & Richards, County of Renfrew (the "Property").

THE TRANSFEROR grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, a free and unencumbered easement (the "Easement") in perpetuity upon, over, in, under and across lands more particularly described in box 5 on Page 1 attached (the "Basement Lands"):

1. the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "Facilities") or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduits, conduit structures, markers, poles, anchors, guys, maintenance holes, fixtures, equipment, and all appurtenances thereto.
2. the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Basement Lands.
3. the right of free and unimpeded access at all times to the Basement Lands from and over the Property or abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted.
4. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Basement Lands provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate within the Basement Lands.

THE TRANSFEREE shall:

1. be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately. The subsequent maintenance of the Property shall be the responsibility of the Transferor.
2. indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the placement of the Facilities by the Transferee and for which the Transferor, in law, is responsible.
3. at its sole discretion, be permitted to attach, or permit the attachment of, wires, cables and equipment of any other company or commission for the purposes only of supplying a service to the public.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and ensure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THE TRANSFEREE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Basement Lands at its option.

4. This is an easement in gross.

ACKNOWLEDGEMENT AND DIRECTION

TO: Roy C. Reiche
(insert lawyer's name)

AND TO: ROY C. REICHE, BARRISTER & SOLICITOR
(insert firm name)

RE: Application to Register Transfer of Easement to Bell Canada By-law (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 of 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 _____ (transferor/chargee), 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 Killaloe, this 4th day of FEBRUARY, 2014.

WITNESS

As to all signatures, if required)

Susan Shardon

The Corporation of the Township of Killaloe, Hagarthy - Richards

Janice Visneskie Moore
Janice Visneskie-Moore, Mayor

Lorna Hutter
Lorna Hutter, CAO/Clerk Treasurer

"We have the authority to bind the Corporation"

This document has not been submitted and may be incomplete.

Properties

PIN 57536 - 0025 LT Affects Part of Prop

Description PT LT 9 CON 1, PTS 1, 2 & 3, 49R-15891; GEOGRAPHIC TOWNSHIP OF RICHARDS, TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS, COUNTY OF RENFREW

Address KILLALOE

Applicant(s)

This Order/By-law affects the selected PINs.

Name THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

Acting as a company

Address for Service 1 John Street

Box 39

Killaloe, Ontario

K0J 2A0

This document is being authorized by a municipal corporation JANICE VISNESKIE-MOORE, Mayor and LORNA HUDDER, CAO/Clerk-Treasurer.

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

Statements

This application is based on the Municipality By-Law No. _____ dated YYYY/MM/DD.

Schedule:

File Number

Applicant Client File Number: 934152

ACKNOWLEDGEMENT AND DIRECTION

TO: Roy C. Reiche
(Insert lawyer's name)

AND TO: ROY C. REICHE, BARRISTER & SOLICITOR
(Insert firm name)

RE: Township of Killaloe, Hagarty and Richards Transfer of Easement to Bell Canada (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 of 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/Chargee) 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

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- 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 Killaloe, this 14th day of FEBRUARY, 2014.

WITNESS

(As to all signatures, if required)

Susan Shudder Janice Visneskie Moore, Mayor
The Corporation of the Township of Killaloe, Hagarty & Richards
Janice Visneskie Moore
Jana Shudder -
Worsha Hudder, CAO/Clerk-Treasurer

"We have the authority to bind the Corporation"

This document has not been submitted and may be incomplete.

PropertiesPIN 57536 - 0025 LT Interest/Estate Fee Simple Add Easement

Description PT LT 9 CON 1, PTS 1, 2 & 3, 49R-15891; GEOGRAPHIC TOWNSHIP OF RICHARDS, TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS, COUNTY OF RENFREW

Address KILLALOE

Consideration

Consideration \$ 2.00

Transferor(s)

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

Name THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS
Acting as a companyAddress for Service 1 John Street
P.O. Box 39
Killaloe, Ontario
K0J 2A0

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

This document is being authorized by a municipal corporation JANICE VISNESKIE-MOORE, Mayor and LORNA HUDDER, CAO/Clerk-Treasurer.

Transferee(s)Name BELL CANADA
Acting as a companyAddress for Service RIGHT OF WAY
F1-2, 136 Bayfield Street
Barrie, Ontario
L4M 3B1

Capacity Share

Statements

Schedule: See Schedules

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number: 934152

Transferee Client File Number: BE0500106 (MAL)

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 57536 - 0025 PT LT 9 CON 1, PTS 1, 2 & 3, 49R-15891; GEOGRAPHIC TOWNSHIP OF RICHARDS, TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS, COUNTY OF RENFREW

BY: THE CORPORATION OF THE TOWNSHIP OF KILLALOE,
HAGARTY AND RICHARDS

TO: BELL CANADA % (all PINs)

1. PAUL A. JANSEN

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 BELL CANADA 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) (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:

- s) other: Transfer of Easement for a Utility Line as defined in the Ontario Energy Board Act, 1998.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument:	Transfer Easement	Registration No.	Date:	Assessment Roll No
B. Property(s):	LRO 49	PIN 57536 - 0025	Address	KILLALOE
C. Address for Service:	RIGHT OF WAY F1-2, 136 Bayfield Street Barrie, Ontario L4M 3B1			
D. (i) Last Conveyance(s):	PIN 57536 - 0025	Registration No.		
(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"/>			

Additional Property Identifier(s) and/or Other Information

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4. This is an easement in grass.

FOR OFFICE
USE ONLY