

The Corporation of the Municipality of Brockton



By-Law 2018-086

Being a By-Law to Authorize the Transfer of a Storm Sewer Easement from The County of Bruce to the Corporation of the Municipality of Brockton for the JDR Subdivision .

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to accept the transfer of a storm sewer easement from The County of Bruce legally described as PART OF PARKLT 45 PL 162, PART 13R-10085; BROCKTON and bearing parcel identifier number 33190-0134 (LT) for the JDR Subdivision;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby accept the transfer of the storm sewer easement from The County of Bruce in accordance with the Transfer Easement attached as "Schedule A" and forming part of this By-Law;
- 2.0 The execution by the Mayor and Chief Administrative Officer of the attached Acknowledgement & Direction dated November 5, 2018, for the Transfer Easement between the Corporation of the Municipality of Brockton and The County of Bruce, or any amendments thereto, is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "JDR Subdivision Storm Sewer Transfer Easement By-Law".

Read, Enacted, Signed and Sealed this 5th day of November, 2018.

Mayor – David Inglis

Clerk – Fiona Hamilton

ACKNOWLEDGEMENT AND DIRECTION

TO: Tammy W. Grove-McClement

AND TO: Grove-McClement & Fischer LLP

RE: Brockton and JDR Development – Transfer Easement (Storm Sewer Easement
with County of Bruce)
File No.: 18540

This will confirm the following:

1. I/We have reviewed the information set out below and attached and the information is accurate.
2. You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically on my/our behalf the document(s) described in this Acknowledgment and Direction as well as any other document(s) required to complete the transaction described above.
3. You are hereby authorized to insert any information that may be required in the electronic documents described in this Acknowledgment and Direction that may not be available to you at the time of execution of this Acknowledgment and Direction.
4. The effect of the electronic documents described in this Acknowledgment and Direction has been fully explained to me/us and I/we understand that I/we are parties to and are bound by the terms and provisions of these electronic documents to the same extent as if I/we had signed these documents.
5. I am/We are, in fact, the parties named in the electronic documents described in this Acknowledgment and Direction and I/we have not misrepresented our identities to you.
6. I/We hereby authorize you to make any minor, non-material alterations that may be required by the Land Registry Office or any governmental agencies or governmental authorities to effect certification of the electronic documents described in this Acknowledgment and Direction by the Land Registry Office.
7. This Acknowledgment and Direction may be executed in counterpart and each such counterpart shall, for all purposes, constitute one document binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.
8. Execution of the Acknowledgment and Direction by facsimile transmission or by e-mail shall be binding upon each party hereto and upon the party so signing by facsimile or e-mail transmission.

DESCRIPTION OF DOCUMENT: Transfer Easement (Storm Sewer Easement with
County of Bruce)

Date: November 1, 2018.

THE CORPORATION OF THE
MUNICIPALITY OF BROCKTON

Per: _____
Name: David Inglis
Title: Mayor

Per: _____
Name: Sonya Watson
Title: CAO

We have authority to bind the Corporation.

This document has not been submitted and may be incomplete.

Properties

PIN	33199 - 0057	LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	PART OF PARKLT 45 PL 162, PART 1 3R-10085; BROCKTON				
Address	WALKERTON				
PIN	33199 - 0134	LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	PT BLK A PL 626, PART 2 3R-10085; BROCKTON				
Address	WALKERTON				

Consideration

Consideration \$1.00

Transferor(s)

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

Name THE CORPORATION OF THE COUNTY OF BRUCE
 Acting as a company
Address for Service 30 PARK STREET, PO BOX 70
 WALKERTON, ON
 N0G 2V0

This document is not authorized under Power of Attorney by this party.
This document is being authorized by a municipal corporation PAUL EAGLESON - WARDEN AND DONNA VAN WYCK - CLERK.

Transferee(s)	Capacity	Share
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Name THE CORPORATION OF THE MUNICIPALITY OF
 BROCKTON
 Acting as a company
Address for Service 100 SCOTT STREET
 WALKERTON, ON
 N0G 2V0

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number : 18540
Transferee Client File Number : 18540

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 33199 - 0057 PART OF PARKLT 45 PL 162, PART 1 3R-10085; BROCKTON
33199 - 0134 PT BLK A PL 626, PART 2 3R-10085; BROCKTON

BY: THE CORPORATION OF THE COUNTY OF BRUCE
TO: THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

1. DAVID INGLIS, MAYOR AND SONYA WATSON, CAO

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 MUNICIPALITY OF BROCKTON 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	\$0.00
(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))	\$0.00
(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	\$0.00

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.

- 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 3	Registration No.	Date:
B. Property(s):	PIN 33199 - 0057	Address WALKERTON	Assessment Roll No
	PIN 33199 - 0134	Address WALKERTON	Assessment Roll No
C. Address for Service:	100 SCOTT STREET WALKERTON, ON N0G 2V0		
D. (i) Last Conveyance(s):	PIN 33199 - 0057	Registration No.	
	PIN 33199 - 0134	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"/>		

PROVISIONS OF THE EASEMENT

WHEREAS the Transferor is the owner in fee simple of the lands and premises more particularly described as: PARKLT 45 PL 162 N OF PL626 & EXCEPT PT 1 & 2 3R1292 & R340050 (TWENTY-SECONDLY); BROCKTON; being all of PIN 33199-0057(LT) and BLK A PL 626 EXCEPT PARTS 3, 4, & 5 3R1292 & R75238; BROCKTON; being all of PIN 33199-0134(LT) (hereinafter called the "Transferor's lands");

AND WHEREAS the Transferee is a municipal corporation that wishes to install and maintain services on the Transferor's lands for the purpose of providing municipal services, including storm water drainage, from the JDR Development Subdivision lands to a storm water management pond located on Block 'A', Plan 626, Municipality of Brockton, County of Bruce; being PIN 33199-0134(LT).

NOW WITNESSTH that in consideration of the rights and interest granted herein and the sum of \$1.00 of lawful money of Canada (the receipt of which is hereby acknowledged), the Transferor does hereby GRANT, CONVEY, TRANSFER AND CONFIRM unto the Transferee, its successors and assigns the right, liberty, privilege and easement on, over, in, under and/or through a strip of the Transferor's lands, more particularly described as Parts 1 and 2 on Plan 3R-10085 (hereinafter referred to as the "the easement lands"), as follows:

1. The free and unobstructed right, interest and easement in perpetuity on, over, under and through the easement lands of the Transferor herein described for the provision of a storm water system, without limiting the generality of the foregoing for the purpose of constructing, installing, operating, maintaining, inspecting, altering, moving, replacing, reconstructing, enlarging and repairing pipes, wires, conduits, drainage channel, swales, ditches, and other works and appurtenances thereto for the purpose of the transfer or transmission of storm water above and below the ground and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, including such tests and engineering work required to construct, maintain and enlarge the system and the right of ingress and egress over the said land at all times by its servants, agents, contractors and its or their vehicles, supplies or equipment and to access other municipal works located on the land.
2. Without limiting the generality of the foregoing, the Transferor grants to the Transferee the right for the purpose above mentioned to construct, maintain, repair and replace from time to time the said storm water system and the right to dig up the soil of the lands herein described and to take down fences to give access to the said lands, to remove roots and living trees and other vegetation so far as may be necessary, it being understood that any damage done shall be restored or made good within two (2) months thereof by the Transferee subject to seasonal and weather conditions.
3. The Transferor covenants to keep the easement lands clear of all brush, trees and other obstructions as may be necessary for the use and enjoyment of the easement. The Transferor further covenants and agrees not to take any action when developing the lands owned by it, which will cause any adverse effects or impact on the easement for the proper functioning of its purpose
4. The Transferee shall indemnify the Transferor for all losses, costs, claims, injuries, actions and causes of actions which are directly attributable to the exercise of the rights hereby granted, except to the extent that the losses, costs, claims, injuries, actions and causes of actions have been caused by the negligence or willful misconduct of the Transferor or persons acting within the control of the Transferor.
5. Except in case of emergency, the Transferee shall not enter upon the lands of the Transferor, other than the said easement lands, without the consent of the Transferor. In case of emergency the right of entry upon the Transferor's lands for ingress and egress to and from the said lands is hereby granted.

6. Notwithstanding any rule of law or equity and even though the said pipe line and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.
7. The Transferor covenants that it has the right to convey this easement notwithstanding any act on its part, that it will execute such further assurances of this easement as may be requisite and which the Transferee may at its expense prepare.
8. The Transferee shall have quiet possession and enjoyment of the rights, privileges and easement hereby granted.
9. The burden of this easement shall run with the Transferor's lands and shall enure to the benefit of the Transferee and be binding upon all parties hereto, their heirs, executors, administrators, successors and assigns.
10. The Transferor covenants with the Transferee that no other easement will be granted over the Transferor's lands prior to or in conflict with the purpose of this easement.
11. The rights of the Transferee in respect of any works which are or become under the control and management of a Local Board may be exercised by such Local Board.
12. This is an easement in gross.
13. Notwithstanding anything contained herein, this easement shall terminate if the quantity of storm water from the JDR Development Subdivision, to which it is servicing, exceeds the amount of flow stipulated in the Stormwater Management Report of Cobide Engineering Inc. revised December 2017, a copy of which is available for review at the Transferee's municipal office located at 100 Scott Street, Walkerton, Ontario N0G 2V0.
14. If this easement is terminated pursuant to paragraph 12 herein, the Transferee shall remove all works and appurtenances within two (2) months, weather permitting, and as far as practicable restore the easement lands to the same condition as prior to the commencement of the construction.
15. The lands subject to the easement are identified as follows:

PT OF PARKLT 45 PL 162; **PART 1 3R10085**; BROCKTON; being part of PIN 33199-0057(LT)

PT OF BLK A PL 626; **PART 2 3R10085**; BROCKTON; being part of PIN 33199-0134(LT)