

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2003-77**

**Being a By-law to authorize the Sale of property to  
Hampton Holdings of Windsor Limited**

**WHEREAS** the former Amherstburg Public Utilities property at 221 Sandwich Street is no longer required by the Town of Amherstburg and;

**WHEREAS** at a Council meeting held on October 28, 2002, a resolution was passed declaring the said property surplus and that a proposed call for sale of the property be carried out by the administration and;

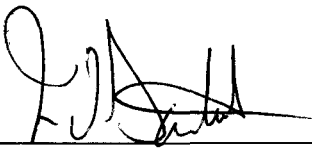
**WHEREAS** the process was completed and the proposal made by Hampton Holdings of Windsor Limited was accepted and;

**WHEREAS** Administration was authorized to perform the necessary actions to complete the transaction which included but not limited to the relocation of the Utilities and the related cost, completing an access agreement with the Gibson Gallery, obtaining an environmental report, authorizing the Town Solicitor to do what was necessary to give good title and completing the Purchase & Sale Agreement;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:**

1. That the Council of the Town of Amherstburg confirm all actions taken to complete the sale of 221 Sandwich Street to Hampton Holdings of Windsor Limited.
2. That the report from Town Solicitor Armando DeLuca, dated September 3<sup>rd</sup>, 2003 attached to and forming part of this By-law (Schedule A) be accepted.

Read a first, second, third and final time and finally passed this 22<sup>nd</sup> day of September, 2003.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

Certified to be a true copy of By-law  
No. 2003-76 passed on September 22, 2003.

\_\_\_\_\_  
Clerk

**SCHEDULE "A" to By-law No. 2003-77**

**MOUSSEAU DELUCA  
MCPHERSON PRINCE LLP**  
ATTORNEYS & SOLICITORS

LEONZ MCPHERSON, Q.C. (1934-1989)

ARMANDO F. DELUCA, Q.C., O.ONT.

THOMAS R. PORTER, B.A., LL.B.

RICHARD LEE POLLOCK, B.P.A., LL.B.

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CAROLYN A. GRAY, B.A., LL.B.

SUSAN E. HIROTA, B.A.(HON.), LL.B.

NICOLE M. LAMPHIER, B.A.(HON.), LL.B.

WALTER H. PRINCE, Q.C., OF COUNSEL

September 3rd, 2003

The Corporation of the  
Town of Amherstburg  
271 Sandwich Street  
P. O. Box 159  
Amherstburg, Ontario  
N9V 2Z3

Attn: Hilary Payne, CAO

Dear Sir:

**RE: THE CORPORATION OF THE TOWN OF AMHERSBURG SALE TO  
HAMPTON HOLDINGS OF WINDSOR LIMITED  
RE: 221 SANDWICH STREET SOUTH, AMHERSBURG, ONTARIO**

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We confirm that the above-noted transaction was completed on August 26<sup>th</sup>, 2003.

The lands known as Parts of Lots 31A and 32, Registered Plan 240 designated as Parts 1, 2, 4 and 5 on Reference Plan 12R-20594 were registered in the name of The Public Utilities Commission of the Town of Amherstburg.

Prior to closing, we confirm we have registered an Application to Amend the Register changing the name The Public Utilities Commission of the Town of Amherstburg to The Hydro-Electric Commission for the Town of Amherstburg, pursuant to the Order of the Commission made under The Municipal Act, R.S.O. c.M.45 for the amalgamating Town of Amherstburg, Township of Anderdon and Township of Malden dated June 27<sup>th</sup>, 1997 against the subject lands.

In order to grant the access agreement over the Gibson Gallery lands, we registered a similar Application over those lands to the east. Subsequently, the Purchaser's solicitor was able to register the access agreement over Part on the new Reference Plan 12R-20711.

On closing, we received two Easements from Gosfield to Essex Powerlines over Parts 4, 5 and 6 on Plan 12R-20594, which easements were registered on title. We have forwarded the registered Easements to Mark Alzner at Essex Powerlines for his files.

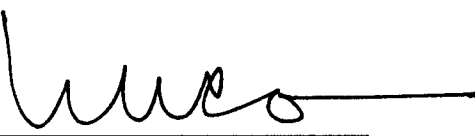
We are pleased to enclose herewith the following:

1. Copy of the registered Application to Amend changing the name The Public Utilities Commission of the Town of Amherstburg to The Hydro-Electric Commission for the Town of Amehrstburg;
2. Copy of Gosfield Easement of Part 5 in favour of Essex Powerlines Corporation;
3. Copy of Gosfield Easement of Parts 4 and 6 in favour of Essex Powerlines Corporation;
4. Copy of The Hydro-Electric Commission's Easement over Part 2, 12R-20711 (Gibson Gallery) in favour of Gosfield for access purposes.
5. Statement of adjustments, the contents of which are self-explanatory.
6. Statement of Commission of Burstyn Realty Inc.
7. Statement of our account, marked "paid".
8. Trust statement, the contents of which are self-explanatory.

I am pleased to have been of service to you and trust that this matter has been handled to your satisfaction. If I can be of any future assistance, please do not hesitate to contact me.

Yours truly,

MOUSSEAU, DELUCA, MCPHERSON, PRINCE,

Per   
Armando F. DeLuca, Q.C.

AFD:mb  
Encls.

**MOUSSEAU, DELUCA, MCPHERSON, PRINCE, LLP**

BARRISTERS & SOLICITORS  
Suite 500 Westcourt Place  
251 Goyeau  
WINDSOR, ONTARIO, N9A 6V2

TELEPHONE (519) 258-0615  
FAX (519) 258-6833  
G.S.T. R123171324

IN ACCOUNT WITH  
The Corporation of the  
Town of Amherstburg  
271 Sandwich Street South, Box 159  
Amherstburg, Ontario N9V 2Z3

August 27<sup>th</sup>, 20<sup>03</sup>

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**MATTER: 22397**

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**RE: TOWN OF AMHERSTBURG SALE TO HAMPTON HOLDINGS**

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**OUR ACCOUNT** for all professional services rendered herein on your behalf in connection with the above captioned matter, including the following:

Receiving Agreement of Purchase and Sale and various amendments thereto;  
Numerous telephone discussions and correspondence with Hilary Payne, Mark Alzner of Essex Powerlines, Arthur Barat, solicitor for the Purchaser, Clarke Surveyors;

Preparation of all relevant documentation including deed, easements, etc. in accordance with the Agreement of Purchase and Sale; forwarding same for execution; attendance with Tony DiBartolomeo, Mayor on execution of documentation;

Completion of the transaction, disbursement of funds including payment of real estate commission to Burstyn Realty Inc., reporting to you.

<b>TO OUR FEE IN ALL</b>	<b>\$5,500.00</b>
G.S.T. ON FEE	385.00

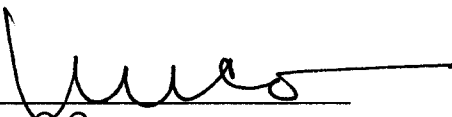
Disbursements

Photocopies/faxes	210.50	
Registrations	210.00	
Subsearch and closing costs	60.00	
GST on disbursements	<u>18.94</u>	
		<u>499.44</u>

<b>TOTAL</b>	<b><u>\$6,384.44</u></b>
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Total G.S.T. on this account \$403.94

THIS IS OUR ACCOUNT HEREIN,  
MOUSSEAU, DELUCA, MCPHERSON, PRINCE

Per:   
Armando F. DeLuca, Q.C.

AFD/mb

e & o e

**THIS ACCOUNT PAID IN FULL. WITH THANKS**

THE ABOVE LISTS A SUMMARY OF OUR SERVICES. A MORE DETAILED ACCOUNT IS AVAILABLE ON REQUEST. ACCOUNTS ARE DUE WHEN RENDERED. INTEREST WILL BE CHARGED ON ACCOUNTS UNPAID AFTER 30 DAYS AT THE RATE OF 12% PER ANNUM. DISBURSEMENTS MADE ON YOUR BEHALF BUT NOT POSTED TO YOUR ACCOUNT AS OF THE DATE OF THIS ACCOUNT WILL BE BILLED TO YOU LATER

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**TRUST STATEMENT**

**RE: THE CORPORATION OF THE TOWN OF AMHERSTBURG  
SALE TO HAMPTON HOLDINGS OF WINDSOR LIMITED**

**RE: FILE # 22397**

<b>Received balance due on closing as per Statement of Adjustments</b>		<b>540,346.10</b>
<b>Paid balance of commission to Burstyn Realty Inc.</b>	<b>17,655.00</b>	
<b>By cheque to The Corporation of the Town of Amherstburg</b>	<b>516,306.66</b>	
<b>Retained legal account for fees and disbursements</b>	<b>6,384.44</b>	
	<hr/> <b>540,346.10</b>	<hr/> <b>540,346.10</b>

**E & O E**

**AFD/mb**

## STATEMENT OF ADJUSTMENTS

**Vendor:** THE CORPORATION OF THE TOWN OF AMHERSTBURG

**Purchaser:** HAMPTON HOLDINGS OF WINDSOR LIMITED

**Property:** 211 SANDWICH STREET, AMHERSTBURG

**Adjusted as of:** August 26, 2003

	Credit Purchaser	Credit Vendor
<b><u>SALE PRICE</u></b>		\$550,000.00
<b><u>DEPOSIT</u></b>	\$10,000.00	
<b><u>TENANCY</u></b>		
Monthly rent: 429.16 Purchaser to collect for rental period commencing August 1, 2003	429.16	
Vendor's share for 25 days: Credit Vendor:	346.10	346.10
<b><u>BALANCE DUE ON CLOSING</u></b>		
payable to Mousseau DeLuca McPherson Prince LLP, in trust or as further directed	540,346.10	
	<b>\$550,346.10</b>	<b>\$550,346.10</b>



# BURSTYN REALTY INC.

LAND SPECIALISTS

*Homes - Acreage - Commercial Sales & Leasing*

TELEPHONE: 1-519-776-8377 • FAX: 1-519-776-8015

**55 TALBOT ST. N.  
P.O. BOX 129, ESSEX, ONTARIO N8M 2Y2**

July 3, 2003

TO: Armando F. Deluca  
251 Goyeau  
Windsor, Ontario  
N9A 6V2

COMMISSION DUE UPON CLOSING – RE: Town of  
Amherstburg Sale to Hampton Holdings of Windsor Limited.  
211 Sandwich Street S., Amherstburg, Ontario  
(Former P.U.C. Building)

Sale Price \$550,000.00 @ 3% Commission	\$16,500.00
7% GST	<u>\$ 1,155.00</u>
TOTAL	\$17,655.00

BALANCE DUE ON CLOSING TO BURSTYN REALTY INC. \$17,655.00



**DELUCA**  
**ON PRINCE** LLP  
SOLICITORS

LEON Z. MCPHERSON, Q.C. (1934-1989)      MAX N. MOUSSEAU, Q.C. (1949-1988)  
ARMANDO F. DELUCA, Q.C., O.ONT.      RICHARD A. DINHAM, B.COMM., LL.B.  
THOMAS R. PORTER, B.A., LL.B.      EDWARD J. POSLIFF, B.A.(HON.), LL.B.  
RICHARD LEE POLLOCK, B.P.A., LL.B.      CAROLYN A. GRAY, B.A., LL.B.  
ILIAS KIRITSIS, LL.B., J.D.      SUSAN E. HIROTA, B.A.(HON.), LL.B.  
CHRISTINE JAHNS MALOTT, B.A.(HON.), LL.B.      NICOLE M. LAMPHIER, B.A.(HON.), LL.B.  
WALTER H. PRINCE, Q.C., OF COUNSEL

September 3rd, 2003

Essex Powerlines Corporation  
360 Fairview Avenue West  
Essex, Ontario N8M 3G4

Attn: Mark Alzner

**COPY**

Dear Sir:

**RE: THE CORPORATION OF THE TOWN OF AMHERSBURG SALE TO  
HAMPTON HOLDINGS OF WINDSOR LIMITED  
RE: 221 SANDWICH STREET SOUTH, AMHERSTBURG, ONTARIO**

We confirm that the above-noted transaction was completed on August 26<sup>th</sup>, 2003.

We have prepared the two Easements as discussed with your prior to closing.


On closing, we received the two Easements from Gosfield to Essex Powerlines over Parts 4, 5 and 6 on Plan 12R-20594, which we have registered on title. We enclose herewith the registered duplicate Easements CE26968 and CE26969 in your favour.

We confirm our account for services herein has been paid directly by The Corporation of the Town of Amherstburg.

We would like to take this opportunity to thank you for your assistance in relation to this matter.

I am pleased to have been of service to you and trust that this matter has been handled to your satisfaction. If I can be of any future assistance, please do not hesitate to contact me.

Yours truly,  
MOUSSEAU, DELUCA, MCPHERSON, PRINCE,

Per   
Armando F. DeLuca, Q.C.

AFD:mb  
Encls.

cc: Hilary Payne

FOR OFFICE USE ONLY

CE 25464

CERTIFICATE OF RECEIPT  
RECEPTE  
ESSEX (12) WINDSOR  
AUG 20 2003 10:38

LAND REGISTRAR/REGISTRATEUR

New Property Identifiers  Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of 14 pages

(3) Property Identifier(s) Block 70554 - Property 0241  
70554 - 0269 Additional: See Schedule

(4) Nature of Document  
**APPLICATION TO AMEND THE REGISTER**

(5) Consideration  
ONE----- Dollars \$ 1.00

(6) Description  
Parts of Lots 31A and 32, Registered Plan 240  
being Parts 1, 2, 4 and 5 on Reference Plan 12R-20594  
Town of Amherstburg, County of Easement

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

Executions  Additional: See Schedule

(8) This Document provides as follows:  
**TO: THE LAND REGISTRAR FOR THE LAND TITLE DIVISION OF ESSEX (NO. 12)**

I, **ARMANDO F. DELUCA**, solicitor, hereby apply the amend the register amending the name "THE PUBLIC UTILITIES COMMISSION OF THE TOWN OF AMHERSTBURG" to "THE HYDRO-ELECTRIC COMMISSION FOR THE TOWN OF AMHERSTBURG" as the Owner of the lands described in Box (6) hereof.

The evidence in support of this application consists of:

1. The Affidavit of Armando F. DeLuca; and
2. The Order of the Commission made under The Municipal Act, R.S.O. c.M.45 for the amalgamating Town of Amherstburg, Township of Anderdon and Township of Malden dated June 27th, 1997.

Continued on Schedule

(9) This Document relates to instrument number(s)  
Deed Numbers R151118 and R385242

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
THE HYDRO-ELECTRIC COMMISSION FOR THE TOWN OF AMHERSTBURG, by its solicitor Owner		2003	08	19
	Armando F. DeLuca			

(11) Address for Service  
**500-251 Goyeau Street, Windsor, Ontario, N9A 6V2**

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D

(13) Address for Service

(14) Municipal Address of Property  
**211 Sandwich Street South  
Amherstburg, Ontario  
N9V 1Z9**

(15) Document Prepared by:  
**Armando F. DeLuca, Q.C.  
Mousseau DeLuca McPherson Prince  
LLP  
500 - 251 Goyeau Street  
Windsor, Ontario  
N9A 6V2**

Fees and Tax	
Registration Fee	70-
<b>Total</b>	<b>70-</b>

**AFFIDAVIT**

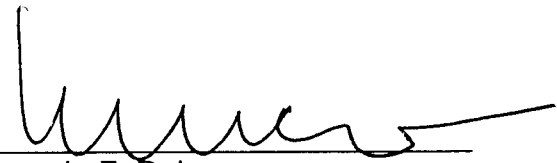
**IN SUPPORT OF APPLICATION TO AMEND THE REGISTER**

I, ARMANDO F. DELUCA, of the City of Windsor, in the County of Essex,

MAKE OATH AND SAY AS FOLLOWS:

- 1. I am the solicitor for THE HYDRO-ELECTRIC COMMISSION FOR THE TOWN OF AMHERSTBUG, and as such have knowledge of the matters set out below.
- 2. By deed number R151118 registered on the 19<sup>th</sup> day of February, 1957, THE PUBLIC UTILITIES COMMISSION OF THE TOWN OF AMHERSTBURG acquired lands described as Part of Lots 31A and 32 on Plan 240, now designated as Parts 1, 4 and 5 on Reference Plan 12R-20594 (PIN 70554-0269).
- 3. By deed number R385242 registered on the 2<sup>nd</sup> day of June, 1967, THE PUBLIC UTILITIES COMMISSION OF THE TOWN OF AMHERSTBURG acquired lands described as Part of Lots 31A and 32 on Plan 240, now designated as Part 2 on Reference Plan 12R-20594 (PIN 70554-0241).
- 4. I am satisfied that by virtue of paragraph 14(1) of an Order of the Commission made under The Municipal Act R.S.O. c.M.45 of the amalgamating Town of Amherstburg, Township of Anderdon and Township of Malden which came into effect on June 27<sup>th</sup>, 1997, THE PUBLIC UTILITIES COMMISSION OF THE TOWN OF AMHERSTBURG was dissolved as of January 1<sup>st</sup>, 1998; and pursuant to paragraph 14(2), the new name became THE HYDRO-ELECTRIC COMMISSION FOR THE TOWN OF AMHERSTBURG.
- 5. I make this affidavit for no improper use.

SWORN before me at the  
City of Windsor, County of Essex  
this 19 day of August, 2003

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 )   
 ) \_\_\_\_\_  
 Armando F. DeLuca

*M Braithwaite*

A Commissioner, Etc.

**Margaret Braithwaite, a Commissioner,  
etc., County of Essex, for Mousseau  
DeLuca McPherson Prince LLP,  
Barristers and Solicitors.  
Expires April 23, 2006.**

**ORDER OF THE COMMISSION  
MADE UNDER THE MUNICIPAL ACT R.S.O. c.M.45**

**TOWN OF AMHERSTBURG  
TOWNSHIP OF ANDERDON, TOWNSHIP OF MALDEN**

1. In this Order,

"County" means The Corporation of the County of Essex;

"former municipalities" means The Corporation of the Town of Amherstburg, The Corporation of the Township of Anderdon and The Corporation of the Township of Malden as they existed before January 1, 1998; and

"new Town" means The Corporation of the Town of Amherstburg as established under subsection 2(1).

**MUNICIPAL RESTRUCTURING**

2. (1) On January 1, 1998, the Town of Amherstburg, the Township of Anderdon and the Township of Malden are amalgamated as a town under the name "The Corporation of the Town of Amherstburg".

(2) The terms of office of the members of council of the former municipalities are extended until December 31, 1997.

(3) The terms of office of the members of the local boards of the former municipalities are extended until December 31, 1997.

**COUNCIL**

3. (1) The council of the new municipality shall consist of seven members elected by general vote consisting of,

- (a) a head of council, to be known as the mayor;
- (b) a deputy head of council, to be known as the deputy mayor; and
- (c) five other members, to be known as councillors.

(2) Each member of council shall have one vote on the new Town council.

(3) The mayor and the deputy mayor of the Town of Amherstburg shall sit as members of the County of Essex council and shall each have two votes on County council.

(4) Despite subsection 2(2), the mayor and deputy mayor of the new Town shall assume office at County of Essex council at its inaugural meeting in December, 1997, as if the new Town was already established.

MUNICIPAL ELECTIONS

4. (1) The 1997 regular municipal election shall be conducted as if the amalgamation under subsection 2(1) had already occurred and the public utilities commission established under subsection 14(2) was already established.

(2) For the purpose of subsection (1), the clerk of the former Township of Anderdon shall be responsible for conducting the election under the Municipal Elections Act, 1996.

(3) For the purpose of subsection (1), the council of the former Township of Anderdon shall be the council for the purposes of the Municipal Elections Act, 1996.

ASSETS AND LIABILITIES

5. On January 1, 1998, all assets and liabilities, rights and obligations of the former municipalities and their local boards are vested in and become assets and liabilities, rights and obligations of the new Town and its local boards.

6. (1) Employees of the former municipalities or their local boards as of December 31, 1997, shall become employees of the new Town or its local boards.

(2) Employees that held non-bargaining unit positions with a former municipality or its local boards and will be employed by the new Town or its local boards, in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

(3) Employees that held non-bargaining unit positions with a former municipality or its local boards and will be employed by the new Town or its local boards, in a bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service as if the position held with the former municipality or its local boards was a bargaining unit position with the new municipality.

(4) A dispute concerning the application, in determining a right or obligation under a collective agreement, under this Order shall be resolved as though the dispute were a dispute concerning the interpretation, application or administration of the collective agreement.

**BY-LAWS AND RESOLUTIONS**

7. (1) On January 1, 1998, every by-law and resolution of the former municipalities and their local boards shall be continued and deemed to be a by-law or resolution of the new Town and shall remain in force in the area of the former municipalities until the earlier of,

- (a) the date it is amended or repealed; or
- (b) December 31, 2002.

(2) Despite subsection (1), any by-law of a former municipality passed under section 34 of the Planning Act or a predecessor of that section, and any official plan of a former municipality approved under the Planning Act, or a predecessor of that Act, shall be deemed to be a by-law or official plan of the new Town and shall remain in force until amended or repealed.

(3) If a former municipality has commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to it under the Planning Act, and that by-law, official plan or amendment applies to a former municipality and is not in force on January 1, 1998, the council of the new Town may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the former municipality.

(4) Despite subsection (1), a by-law of a former municipality passed under section 3 of the Development Charges Act pertaining to an area in a local municipality shall be deemed to be a by-law of the new Town and shall, despite sections 6 and 49 of that Act, remain in force until the earlier of,

- (i) the date it is repealed; or
- (ii) the date it expires by virtue of the Development Charges Act.

(5) Nothing in this section repeals or authorizes the amendment or repeal of,

- (a) by-laws or resolutions of the former municipalities passed under section 45, 58 and 61 of the Drainage Act or a predecessor of those sections;

- (b) by-laws that were passed under the Highway Traffic Act or the Municipal Act that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways; or
- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the councils of the former municipalities.

**TAXES AND CHARGES**

8. (1) All taxes, charges and rates levied under any general or special Act and uncollected by the former municipalities or their local boards which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the new Town and may be collected by the new Town or its local boards.

(2) If a former municipality has commenced procedures under the Municipal Tax Sales Act and the procedures are not completed by January 1, 1998, the new Town may continue the procedures.

**TAX PHASE-IN**

9. (1) Any increase in the rates of taxation for municipal purposes for the new municipality that would occur solely as a result of this Order shall be phased in for the municipal portion of the real property tax bill for a period of three years.

(2) Where there is a phase-in for any increase in the rates of taxation for municipal purposes for the new municipality as referred to in subsection (1), such increase shall be financed by a reduction in the decrease in the rates of taxation over an equivalent period that would occur solely as a result of this Order.

**RESERVE AND RESERVE FUNDS**

10. (1) The new Town of Amherstburg shall not change prior to December 31, 2002, the purpose for which any reserves and reserve funds designated for specific purposes were established by any of the former municipalities on or before the date this Order comes into effect.

(2) Reserves and reserve funds of the former municipalities shall become reserves and reserve funds of the new Town and shall be used for the purpose for which they were designated by the former municipalities on or before December 31, 1997, for the benefit of the ratepayers of the area of the former municipalities.

(3) On January 1, 1998, a working capital reserve of \$975,000.00 dollars shall be established for the new Town, to be funded by each of the former municipalities in accordance with the percentage share of each former municipality equal to its percentage share of the combined taxable assessment of the former municipalities as delivered for the 1997 taxation year.

(4) The working capital reserve of each of the former municipalities as of December 31, 1997, shall be increased by each municipality's share of its working capital fund in accordance with the percentage share of each former municipality equal to its percentage share of the combined taxable assessment of the former municipalities as delivered for the 1997 taxation year.

(5) The total amount of each of the former municipalities' working capital reserve as of December 31, 1997, shall be increased or decreased, as the case may be, by the amount of any surplus or deficit, respectively, of that former municipality for the fiscal year ending December 31, 1997.

(6) Where the amount by which the working capital reserve for each of the former municipalities exceeds its share of the amount to be funded under subsection (3), the new Town shall provide for a special mill rate adjustment upon the rateable property located in the area of the former municipality to refund the amount in excess.

(7) If the amount contributed by a former municipality toward the working capital reserve of the new Town is less than that required in subsection (3), the new Town shall provide for a special mill rate adjustment upon the rateable property located in the area of the former municipality to pay the balance of the amount it is required to contribute under subsection (3).

#### AREA RATING

11. The new Town shall provide for a special mill rate adjustment upon the rateable property located in the area of the former municipalities to pay for any debts, deficits and surpluses created prior to January 1, 1998, by that former municipality excluding the debt related to the renovation of the Town of Amherstburg municipal administration building and the debt related to the restoration of the Gordon House.



## LOCAL BOARDS AND COMMITTEES

12. (1) The council for the new Town shall be deemed to be a board of park management under the Public Parks Act and a recreation committee under the Ministry of Tourism and Recreation Act and a committee of management of a community recreation centre under the Community Recreation Centres Act and all such committees and boards of the former municipalities are dissolved on January 1, 1998.

(2) On January 1, 1998, all committees of adjustment of the former municipalities are dissolved.

## POLICE SERVICES BOARD

13. (1) The police services boards of the former Town of Amherstburg and the former Township of Anderdon and the police services committee of the former Township of Malden are dissolved on December 31, 1997.

(2) A new police services board for the new Town to be known as the "The Police Services Board of the Town of Amherstburg" is established on January 1, 1998.

(3) The operation and composition of the police services board established under subsection (2) shall be in accordance with the Police Services Act.

(4) On January 1, 1998, the police services board established under subsection (2) stands in the place of the police services boards and police services committee dissolved under subsection (1).

(5) The new Town stands in the place of the former municipalities for all purposes related to policing.

(6) The assets and liabilities under the control and management of the police services boards and police services committee dissolved under subsection (1) become assets and liabilities under the control and management of the police services board established under subsection (2).

(7) On January 1, 1998, all by-laws and resolutions of the police services boards and police services committee dissolved under subsection (1) shall be deemed to be by-laws or resolutions of the police services board established under subsection (2) and shall remain in force in the area of the former municipality until the earlier of,

7

- (a) the date they are amended or repealed; or
- (b) December 31, 2002.

(8) Nothing in this section repeals or authorizes the repeal of by-laws or resolutions conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by a police services board or police services committee dissolved under subsection (1).

#### PUBLIC UTILITIES COMMISSION

14. (1) The public utilities commissions of the former Town of Amherstburg and the former Township of Malden and all committees of council of the former municipalities responsible for public utilities are dissolved on January 1, 1998.

(2) On January 1, 1998, a public utilities power commission is established for the new municipality bearing the name "The Hydro-Electric Commission for the Town of Amherstburg".

(3) The terms of office of the members of the public utilities commissions of the former Town of Amherstburg and the former Township of Malden are extended until December 31, 1997.

(4) The commission established under subsection (2) shall be subject to the provisions of the Public Utilities Act and the Power Corporation Act.

(5) The commission established under subsection (2) shall be composed of the head of council and two members of council, appointed by and from the council of the new Town.

(6) On January 1, 1998, all assets and liabilities, rights and obligations of the former municipalities and of the public utilities commissions of the former municipalities dissolved under subsection (1) that relate to the distribution and supply of electrical power become assets and liabilities, rights and obligations of the commission established under subsection (2).

(7) On January 1, 1998, all assets and liabilities, rights and obligations of the former municipalities and of the public utilities commissions of the former municipalities dissolved under subsection (1) that relate to the production, treatment, distribution and supply of water become assets and liabilities, rights and obligations of the new Town.

## 8

(8) On January 1, 1998, every by-law and resolution of a former municipality and of a public utilities commission of a former municipality dissolved under subsection (1) that relates to the distribution and supply of electrical power shall be continued and deemed to be a by-law or resolution of the commission established under subsection (2) and shall remain in force until the earlier of,

- (a) the date it is amended or repealed; or
- (b) December 31, 2002.

(9) On January 1, 1998, every by-law and resolution of a former municipality and of a public utilities commission of a former municipality dissolved under subsection (1) that relates to the production, treatment, distribution and supply of water shall be continued and deemed to a by-law or resolution of the new Town and shall remain in force until the earlier of,

- (a) the date it is amended or repealed; or
- (b) December 31, 2002.

(10) Nothing in this section repeals or authorizes the repeal of by-laws or resolutions conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by a former municipality or a public utilities commission of that former municipality dissolved under subsection (1).

(11) The commission established under subsection (2) shall distribute and supply electrical power to the area comprised of the former Town of Amherstburg.

#### TRANSITION BOARD

15. (1) For the purposes of this section,

"Commissioner" means the person established by the Minister of Municipal Affairs and Housing as the Commission to develop a proposal for restructuring municipalities pursuant to section 25.3 of the Municipal Act in the locality comprised of the former municipalities of the Town of Amherstburg, the Town of Anderdon and the Township of Malden;

"resident" means a person who is a permanent or temporary resident having a permanent dwelling within the former municipalities of the Town of Amherstburg, the Town of Anderdon and the Township of Malden and who is a Canadian citizen and is at least 18 years of age; and

"tri-community" means the area that comprises the former municipalities of the Town of Amherstburg, the Town of Anderdon and the Township of Malden.

(2) On July 1, 1997, a transition board is established for the new Town and shall be constituted as a body corporate.

(3) The board established under subsection (2) ceases to exist on January 1, 1998.

(4) The board established under subsection (2) shall be composed of the following seven members,

(a) the Mayor of the former Town of Amherstburg;

(b) the Mayor of the former Town of Anderson;

(c) the Mayor of the former Township of Malden;

(d) a member of the council of the former Township of Malden appointed by the Commissioner;

(e) three residents of the tri-community appointed by the Commissioner; and

(f) a representative of the Ministry of Municipal Affairs and Housing who shall not be eligible to vote on matters considered by the board.

(5) As soon as practicable, the board established under subsection (2) shall adopt procedural rules and systems of control to govern its activities.

(6) The board established under subsection (2) is subject to the provisions governing the conduct of meetings under section 55 of the Municipal Act.

(7) The first meeting of the board shall be held on or before July 9, 1997, and shall be called by the representative of the Ministry of Municipal Affairs and Housing.

16. (1) The board established under subsection 15(2) may exercise the powers specified in subsection (4).

(2) The councils of the former municipalities shall not exercise the powers specified in clauses (k), (m) and (n) without the approval of the transition board.

(3) The board established under subsection 15(2) may exercise the powers specified in this section that the council of the new Town will have after January 1, 1998.

(4) The board established under subsection 15(2) may exercise the following powers,

- (a) establish and adopt transition plans for 1997, including the establishment of the board's budget and the apportionment of the board's costs associated with the exercise of powers listed in this section to each of the former municipalities in accordance with each's proportionate share of the 1996 assessment for the former municipalities.
- (b) second employees and advisors from the former municipalities and their local boards for the purposes of the board;
- (c) require the production of financial and other data, information and statistics from each of the former municipalities and their local boards;
- (d) establish operational and capital budgets, organizational structures, administrative and management systems, staff positions and job descriptions for the new Town in order to ensure a fully operational municipal organization which shall, on January 1, 1998, become the new Town and its administration;
- (e) prepare a report for the consideration of the council of the new Town regarding the integration of all local boards, including but not limited to the public utilities commissions and the polices service boards, either as independent boards or merged with the new municipality, as the case may be, in order to ensure fully operational bodies which shall become the new local boards or part of the new Town;
- (f) prepare a report for the consideration of the council of the new Town regarding the functions, location, size, facilities, staff complement and equipment needed for the primary and/or satellite municipal office(s) necessary for the efficient and effective administration of the new Town;
- (g) establish electronic or manual information systems, records and books of accounts for the new Town and its local boards;
- (h) establish a human resources transition protocol which provides for uniform policies and mechanisms relating to,

11

- (i) the procedures and placement of employees of the former municipalities or their local boards in positions with the new Town or its local boards, and
  - (ii) the termination of employment for employees of the former municipalities and their local boards, including monetary entitlements or other benefits for displaced employees;
- (i) offer employees of the former municipalities employment with the new Town, as well as negotiate and enter into agreements with employees;
  - (j) issue lay-off notices or provide for severance or compensation in lieu of notice, or both notice and compensation, as required, to employees of the former municipalities;
  - (k) negotiate with trade unions with respect to collective agreements and other matters and pursue applications to the Ontario Labour Relations Board, as required, on matters arising out of those negotiations;
  - (l) complete a report on the proposed disposition of assets and liabilities of the former municipalities and their local boards for the consideration of the council of the new Town;
  - (m) review and approve all financial expenditures of the former municipalities in excess of \$10,000 that are not included in the approved municipal operating or capital budgets for 1997, including non-cash transactions such as the exchange of assets with external parties; and
  - (n) review and approve expenditures of the former municipalities from reserve and reserve funds, financial commitments which extend beyond December 31, 1997, and the acceleration of any project originally scheduled to commence after December 31, 1997.

## DISPUTE RESOLUTION

17. Where a dispute arises with respect to any issue arising out of the interpretation of this Order, any one of the parties may,

- (a) refer the matter in dispute to arbitration in accordance with the provisions of the Arbitration Act, 1991; or

- (b) defer the matter to the council of the new Town, subsequent to January 1, 1998, for resolution.

**LIMITATION ON FUTURE RESTRUCTURING**

18. The municipalities affected by this Order shall not make a restructuring proposal on or before December 31, 2002, under section 25.2 of the Municipal Act for a restructuring that results in a reduction in the geographic area of the new Town of Amherstburg.

**EFFECTIVE DATE**

- 19. This Order comes into effect on June 27, 1997.



---

Ian A. Wilson  
Commissioner

FOR OFFICE USE ONLY

CERTIFICATE OF RECEIPT RECEPTEISSE ESSEX (12) WINDSOR AUG 26 2003 16:40 LAND REGISTRAR/REGISTRATEUR

(1) Registry  Land Titles  (2) Page 1 of 3 pages

(3) Property Identifier(s) 70554 Block Property 0269 Additional: See Schedule

(4) Consideration ONE----- Dollars \$ 1.00

(5) Description This is a: Property Division  Property Consolidation

Part Lot 32, Plan 240 being Part 5 on Reference Plan 12R-20594 Town of Amherstburg, County of Essex

New Property Identifiers Additional: See Schedule

Executions CLen- 0051594 1 Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred Fee Simple Easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee and to his heirs, assigns and assigns for years sold and that X

Name: GOSFIELD LAND COMPANY LIMITED, IN TRUST AS TRUSTEE Signature(s): [Signature] Date of Signature: 2003 08 25 Per: David Burstyn - President

I HAVE AUTHORITY TO BIND THE CORPORATION

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature

(10) Transferor(s) Address for Service Box 129, 55 Talbot Street North, Essex, Ontario, N8M 2Y2

(11) Transferee(s) ESSEX POWERLINES CORPORATION Date of Birth

(12) Transferee(s) Address for Service 360 FAIRVIEW Avenue West, Essex, Ontario, N8M 3G4

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Signature Date of Signature

(14) Solicitor for Transferee(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 subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor Date of Signature

(15) Assessment Roll Number of Property Not Assigned

(16) Municipal Address of Property Not Assigned

(17) Document Prepared by: Arthur M. Barat / fkh Barat, Farlam, Millson 251 Goyeau Street Suite 510 Windsor, Ontario. N9A 6V2

Table with 2 columns: Fees and Tax, Total. Rows: Registration Fee (70-), Land Transfer Tax (N.T.), Total (70-)



SCHEDULE TO EASEMENT AGREEMENT BETWEEN  
GOSFIELD LAND COMPANY LIMITED, IN TRUST  
AND ESSEX POWERLINES

The Transferor herein does hereby grant, convey and confirm unto the Transferee, its successors and assigns, the uninterrupted and unobstructed right and easement at any time, to enter upon the lands described herein, for the purpose of maintaining existing or adding new overhead wires and pulls. The subject lands shall remain free and clear of any new buildings or structures.

This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parts of Lot 32, Plan 240, being Part 5 on Reference Plan 12R-20594, Town of Amherstburg, County of Essex

BY (print names of all transferors in full) GOSFIELD LAND COMPANY LIMITED, IN TRUST

TO (see instruction 1 and print names of all transferees in full) ESSEX POWERLINES CORPORATION

I, (see instruction 2 and print name(s) in full) ARMANDO F. DELUCA

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- (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 (insert name(s) of principal(s)) ESSEX POWERLINES CORPORATION

(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))

(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with columns for item description and amount. Items include: (a) Monies paid or to be paid in cash \$ 1.00; (b) Mortgages (i) Assumed \$ Nil; (ii) Given back to vendor \$ Nil; (c) Property transferred in exchange \$ Nil; (d) Securities transferred to the value of \$ Nil; (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ Nil; (f) Other valuable consideration subject to land transfer tax \$ Nil; (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 \$ Nil; (i) Other consideration for transaction not included in (g) or (h) above \$ Nil; (j) TOTAL CONSIDERATION \$ 1.00

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) NO RELATIONSHIP

6. If the consideration is nominal, is the land subject to any encumbrance? NO

7. Comments and explanations, if necessary. EASEMENT IN FAVOUR OF ESSEX POWERLINES CORPORATION - NO CONSIDERATION PASSING BETWEEN THE PARTIES

Sworn before me at the City of Windsor in the County of Essex this 26 day of August

2003 Margaret Braithwaite, a Commissioner, etc., County of Essex, for Mousseau DeLuca McPherson Prince LLP, Barristers and Solicitors. Expires April 23, 2006.

Handwritten signature of ARMANDO F. DELUCA

Property Information Record

- A. Describe nature of instrument: Transfer of Easement
B. (i) Address of property being conveyed (if available) Not assigned
(ii) Assessment Roll No. (if available) Not available
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 360 Fairview Avenue West, Essex, Ontario N8M 3G4
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor Armando F. DeLuca, Q.C., Mousseau DeLuca McPherson Prince LLP 500 - 251 Goyeau Street, Windsor, Ontario, N9A 6V2

For Land Registry Office Use Only. Registration No., Registration Date, Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes No
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
(c) Do all individual transferees have French Language Education Rights? Yes No
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

FOR OFFICE USE ONLY

**CERTIFICATE OF RECEIPT**  
**RECEPTE**  
**ESSEX (12) WINDSOR**  
**AUG 26 2003 16:40**  
**LAND REGISTRAR/REGISTRATEUR**

(1) Registry  Land Titles  (2) Page 1 of 3 pages

(3) Property Identifier(s) **70554** Block **70554** Property **0269** Additional: See Schedule  **0268**

(4) Consideration  
**ONE** Dollars \$ **1.00**

(5) Description This is a: Property Division  Property Consolidation   
**Part Lot 32, Plan 240**  
**being Parts 4 and 6 on Reference Plan 12R-20594**  
**Town of Amherstburg, County of Essex**

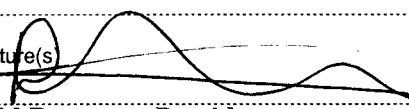
New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

**CLLW 00515941**

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred Fee Simple **Easement**

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~as trustee for the transferee~~ **AS TRUSTEE**

Name(s) **GOFIELD LAND COMPANY LIMITED, ~~INTEREST~~** Signature(s)  Date of Signature Y M D **2003 08 25**  
**Per: David Burstyn - President**

**I HAVE AUTHORITY TO BIND THE CORPORATION**

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D

(10) Transferor(s) Address for Service **Box 129, 55 Talbot Street North, Essex, Ontario, N8M 2Y2**

(11) Transferee(s) **ESSEX POWERLINES CORPORATION** Date of Birth Y M D

(12) Transferee(s) Address for Service **360 FAIRVIEW Avenue West, Essex, Ontario, N8M 3G4**

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature \_\_\_\_\_ Date of Signature Y M D \_\_\_\_\_

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor \_\_\_\_\_ Signature \_\_\_\_\_ Date of Signature Y M D \_\_\_\_\_

(14) Solicitor for Transferee(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 subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor \_\_\_\_\_ Signature \_\_\_\_\_ Date of Signature Y M D \_\_\_\_\_

(15) Assessment Roll Number of Property **Not Assigned** City: Mun. Map Sub. Par.

(16) Municipal Address of Property **Not Assigned**

(17) Document Prepared by:  
**Arthur M. Barat / fkh**  
**Barat, Farlam, Millson**  
**251 Goyeau Street**  
**Suite 510**  
**Windsor, Ontario.**  
**N9A 6V2**

FOR OFFICE USE ONLY		Fees and Tax	
Registration Fee			<b>70-</b>
Land Transfer Tax			<b>NIT.</b>
Total			<b>70-</b>

SCHEDULE TO EASEMENT AGREEMENT BETWEEN  
GOSFIELD LAND COMPANY LIMITED, IN TRUST  
AND ESSEX POWERLINES

The Transferor herein does hereby grant, convey and confirm unto the Transferee, its successors and assigns, the uninterrupted and unobstructed right and easement at any time, to enter upon the lands described herein, for the purpose of permitting the maintenance of existing underground wires servicing the adjoining land, for so long as those structures are utilized, after which the within Easement Agreement will terminate when the said structures are taken down and removed. The subject lands shall remain free and clear of any new buildings or structures

The Transferees covenant to fill in all excavations and restore the surface of the land to the same condition as prior to the commencement of construction or any subsequent work thereto, including any further maintenance that may be required to repair.

This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parts of Lot 32, Plan 240, being Parts 4, 5 and 6 on Reference Plan 12R-20594, Town of Amherstburg, County of Essex

BY (print names of all transferors in full) GOSFIELD LAND COMPANY LIMITED, IN TRUST

TO (see instruction 1 and print names of all transferees in full) ESSEX POWERLINES CORPORATION

I, (see instruction 2 and print name(s) in full) ARMANDO F. DELUCA

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- (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 (insert name(s) of principal(s)) ESSEX POWERLINES CORPORATION

(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))

(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with columns for item description, amount in dollars, and a bracketed note: 'All Blanks Must Be Filled In. Insert "Nil" Where Applicable'.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) NO RELATIONSHIP

6. If the consideration is nominal, is the land subject to any encumbrance? NO

7. Other remarks and explanations, if necessary. EASEMENT IN FAVOUR OF ESSEX POWERLINES CORPORATION - NO CONSIDERATION PASSING BETWEEN THE PARTIES

Sworn before me at the City of Windsor in the County of Essex

this 22 day of August

M Braithwaite

A Commissioner for taking Affidavits, etc.

2003 Margaret Braithwaite, a Commissioner, etc., County of Essex, for Mousseau DeLuca McPherson Prince LLP, Barristers and Solicitors. Expires April 23, 2006.

Handwritten signature of ARMANDO F. DELUCA

Property Information Record

- A. Describe nature of instrument: Transfer of Easement
B. (i) Address of property being conveyed (if available) Not assigned
(ii) Assessment Roll No. (if available) Not available
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 360 Fairview Avenue West, Essex, Ontario N8M 3G4
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor Armando F. DeLuca, O.C., Mousseau DeLuca McPherson Prince LLP 500 - 251 Goyeau Street, Windsor, Ontario, N9A 6V2

For Land Registry Office Use Only. Registration No., Registration Date, Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes No
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
(c) Do all individual transferees have French Language Education Rights? Yes No
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

FOR OFFICE USE ONLY

CERTIFICATE OF RECEIPT  
RECEPTE  
ESSEX (12) WINDSOR  
11:36 AUG 27 2003  
LAND REGISTRAR/REGISTRATEUR

(1) Registry  Land Titles  (2) Page 1 of 4 pages

(3) Property Identifier(s) 70554-0252(LT) Block Property Additional: See Schedule

(4) Consideration  
ONE----- Dollars \$ 1.00

(5) Description This is a: Property Division  Property Consolidation   
Part of Lot 33, Plan 240,  
being Part 2 on Plan 12R-20711  
Town of Amherstburg, County of Essex

Additional: See Schedule

New Property Identifiers

Executions 516182  
CLEAR

Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred Fee Simple **EASEMENT**

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~with the exception that the transferee shall not be liable for any taxes or charges~~

Name(s) Signature(s) Date of Signature  
Y M D

**THE HYDRO-ELECTRIC COMMISSION FOR THE TOWN OF AMHERSTBURG**  
Per: Tony DiBartolomeo, Mayor 2003 08 25  
Per: Robert Pillon, Deputy Mayor 2003 08 25

We have authority to bind the Corporation

9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D

10) Transferor(s) Address for Service **271 Sandwich Street, P. O. Box 159, Amherstburg, Ontario, N9V 2Z3**

11) Transferee(s) Date of Birth Y M D  
**GOSFIELD LAND COMPANY LIMITED, IN TRUST as trustee**

12) Transferee(s) Address for Service **Box 127, 55 Talbot Street North, Essex, Ontario, N8M 2Y2**

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature Date of Signature Y M D  
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor Signature Date of Signature Y M D

(14) Solicitor for Transferee(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 subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor Signature Date of Signature Y M D

13) Assessor's Roll Number of Property City Mun. Map Sub. Par. **NOT ASSIGNED**

14) Municipal Address of Property **VACANT LAND**

(17) Document Prepared by:  
Armando F. DeLuca, Q.C.  
Mousseau DeLuca McPherson Prince LLP  
500 - 251 Goyeau Street  
Windsor, Ontario  
N9A 6V2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	70.00
Land Transfer Tax	N/A
<b>Total</b>	<b>70.00</b>



Additional Property Identifier(s) and/or Other Information

CONSENT

THE UNDERSIGNED HEREBY CONSENTS TO THE WITHIN EASEMENT AGREEMENT

FORT MALDEN GUILD OF ARTS AND CRAFTS

(LESSEE)

Per: *Barry Brewin* 2003 08 25  
Barry Brewin, Chairman

Per: *Ann McKerrow* 2003 08 25  
Ann McKerrow, Secretary

FOR OFFICE  
USE ONLY

SCHEDULE TO EASEMENT AGREEMENT BETWEEN  
THE HYDRO-ELECTRIC COMMISSION FOR  
THE TOWN OF AMHERSTBURG  
AND GOSFIELD LAND COMPANY LIMITED, IN TRUST

The Transferor hereby grants to the Transferee, its successors and assigns and occupants and users of the Transferee's lands, a free and unencumbered and uninterrupted easement in perpetuity on, in, over, across and along the lands described in Box 5 herein ("subject lands") for the purposes of a right-of-way for persons and vehicles for ingress and egress and without limiting the generality of the foregoing, providing access for persons and vehicles from the Transferee's lands to Richmond Street in the Town of Amherstburg.

The Transferee, its successors and assigns and occupants and users of the Transferee's lands, together with invitees of the Transferee shall have free and unobstructed entry and access to the subject lands at all times for any and all persons, vehicles, supplies, equipment and things necessary for or incidental to the purposes of this easement.