

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-96

A by-law to provide for the transfer of easement for an encroachment

WHEREAS 1603966 Ontario Limited has proposed the redevelopment of property municipally known as 252 Dalhousie Street;

AND WHEREAS the Council of the Town of Amherstburg passed By-law 2006-08 on January 24, 2006 which provided for the transfer of easement for encroachments respecting property being Parts 2 and 4, Plan 12R-22413;

AND WHEREAS a further transfer of easement for encroachment is required respecting Part 1, Plan 22862 for the purpose of a deep roof canopy at the first floor ceiling line;

AND WHEREAS the roof canopy is required by the Ontario Building Code to provide fire protection to the residential units above and to permit the retail use below the second floor condominium units;

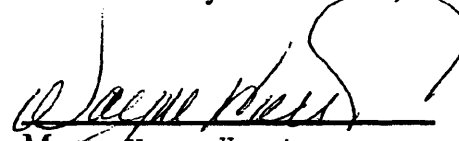
AND WHEREAS the benefiting lands are described as Part 2 and Part 3 , Plan 12R-21823;

AND WHEREAS the Council deems it appropriate to grant the said transfer of easement for encroachment to permit the redevelopment of 252 Dalhousie Street;

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

1. That a Transfer of Easement for Encroachment in the form annexed hereto and referred to as Schedule "A" be granted to the benefiting lands being Parts 2 and 3, Plan 12R-21823 with respect to Part 1, Plan 22862.
2. That the costs associated with the transfer of easement for encroachment will be the responsibility of the transferee.
2. That this By-Law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 18th day of December, 2006.


Mayor Wayne Hurst


Clerk David Mailloux

Certified to be a true copy of By-Law
No. 2006-96 passed by the Amherstburg
Municipal Council on December 18, 2006.

SCHEDULE

The Transferor hereby grants to the Transferee, its servants, agents and successors in title to that part of Lots 8 and 9 on the west side of Dalhousie Street, Registered Plan 1, as described in Instrument No. R1315846, and that part of Richmond Street shown on Registered Plan 2 as Parts 2 and 3 on Plan 12R-21823 (closed by Instrument No. CE161813), in the Town of Amherstburg, in the County of Essex and Province of Ontario, together with an easement over Part 4, Plan 12R-22413 as in Instrument No. CE199432, and together with an easement over Parts 2 and 4, Plan 12R-22413 as in Instrument NO. CE199434 (hereinafter called the "Benefitting Lands") a free, unencumbered, uninterrupted and exclusive easement in perpetuity on, in, over, under, across, along and through the lands described herein being that Part of Dalhousie Street, Registered Plan 1, designated as Part 1, Plan 12R-22862 (the "subject lands"), as appurtenant to the Benefitting Lands, for the purpose of installing, maintaining, repairing and replacing the following building features, systems, apparatus, fixtures and adornments appurtenant to the building to be constructed on the Benefitting Lands: a roof canopy at the first floor ceiling line.

Notwithstanding any rule of law or equity, and even though the works and materials or some of them may become affixed to or annexed to the subject lands, the title to such works and materials shall nevertheless remain in the Transferee and its successors in title to the Benefitting Lands, and the Transferor shall have no interest in such works and materials, nor any responsibility for the same.

The Transferee, on behalf of itself and its successors in title to the Benefitting Lands, covenants and agrees to maintain all of the works and materials permitted by this easement in a state of good repair to the satisfaction of the Corporation of the Town of Amherstburg, and to indemnify and save the Transferor, its successors and assigns harmless from any and all claims, demands, damages and causes of action that may arise by reason of or stemming from the works and materials permitted by this easement, howsoever caused.

In the event of the destruction or demolition of the building to be constructed on the benefitting lands, unless such building is replaced within a reasonable time as determined by the Corporation of the Town of Amherstburg after such demolition or destruction, the Transferee, on behalf of itself and its successors in title to the Benefitting Lands, covenants and agrees to remove all of the works and materials permitted by this easement from the subject lands to the satisfaction of the Corporation of the Town of Amherstburg, to restore the subject lands to their state prior to the installation of such works and materials, and to grant to the Transferor or its successors a complete and final release of this easement.

ACKNOWLEDGEMENT AND DIRECTION

TO: Armando Felice Antonio DeLuca
(Insert lawyer's name)

AND TO: MOUSSEAU DELUCA MCPHERSON PRINCE
(Insert firm name)

RE: _____ ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out 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/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)

Properties

<i>PIN</i>	70555 - 0176 LT	<input checked="" type="checkbox"/> Affects Part of Prop
<i>Description</i>	PART OF DALHOUSIE ST PL 1 AMHERSTBURG; DESIGNATED AS PART 1 ON PLAN 12R-22862; AMHERSTBURG	
<i>Address</i>	AMHERSTBURG	
<i>PIN</i>	70552 - 0435 LT	<input checked="" type="checkbox"/> Affects Part of Prop
<i>Description</i>	PART RICHMOND STREET SHOWN ON PLAN 2 DESIGNATED AS PARTS 2 AND 3 ON PLAN 12R-21823; AMHERSTBURG	
<i>Address</i>	AMHERSTBURG	

Applicant(s)

This Order/By-law affects the selected PINs.

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG
Address for Service 271 Sandwich St. S.
 Amherstburg, Ontario
 N9V 2A5

I, Lory Bratt, AMCT, Planning Coordinator, have the authority to bind the corporation.

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

Statements

This application is based on the Municipality By-Law No. 2006-96 dated 2006/12/18.

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Applicant(s) Signed 2007 03 21
 Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Submitted By

MOUSSEAU DELUCA 500-251 Goyeau Street 2007 03 23
 MCPHERSON PRINCE Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number : 23334

Properties

PIN 70555 - 0176 LT **Interest/Estate** Fee Simple Add Easement

Description SERVICENT LANDS: PART OF DALHOUSIE ST PL 1, DESIGNATED AS PART 1, PLAN 12R-22862; AMHERSTBURG;

DOMINANT LANDS: PIN 70552-0435, PT LOTS 8 & 9 W/S DALHOUSIE ST. PLAN 1, PT RICHMOND ST. PLAN 2, TOWN OF AMHERSTBURG, DESIGNATED AS PTS 1 & 5 12R22972, TOG/W EASE OVER PTS 2 & 3 AS IN CE199434; TOG/W EASE OVER PT 4 AS IN CE199432; AMHERSTBURG.

Address AMHERSTBURG

Consideration

Consideration \$ 1.00

Transferor(s)

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

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG

Address for Service 271 Sandwich Street South
Amherstburg, Ontario
N9V 2Z3

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

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator.

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

Name 1603966 ONTARIO LIMITED **Registered Owner**

Address for Service 2405 Howard Avenue
Windsor, Ontario
N8X 3V5

Statements

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Transferor(s)	Signed	2007 03 23
Tel	519-258-0615			
Fax	5192586833			
Jeffrey Alan Baker	41 Sandwich Street South Amherstburg N9V 1Z5	acting for Transferee(s)	Signed	2007 03 22
Tel	519-736-2154			
Fax	5197362466			

Submitted By

JEFFREY A. BAKER & JANICE O. BUSCH 41 Sandwich Street South Amherstburg N9V 1Z5 2007 03 23

Tel 519-736-2154

Fax 5197362466

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

File Number

Transferor Client File Number : 23334

Transferee Client File Number : 954904

SCHEDULE

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The Transferee, on behalf of itself and its successors in title to the Benefitting Lands, covenants and agrees to maintain all of the works and materials permitted by this easement in a state of good repair to the satisfaction of the Corporation of the Town of Amherstburg, and to indemnify and save the Transferor, its successors and assigns harmless from any and all claims, demands, damages and causes of action that may arise by reason of or stemming from the works and materials permitted by this easement, howsoever caused.

In the event of the destruction or demolition of the building to be constructed on the benefitting lands, unless such building is replaced within a reasonable time as determined by the Corporation of the Town of Amherstburg after such demolition or destruction, the Transferee, on behalf of itself and its successors in title to the Benefitting Lands, covenants and agrees to remove all of the works and materials permitted by this easement from the subject lands to the satisfaction of the Corporation of the Town of Amherstburg, to restore the subject lands to their state prior to the installation of such works and materials, and to grant to the Transferor or its successors a complete and final release of this easement.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 70555 - 0176 SERVIENT LANDS: PART OF DALHOUSIE ST PL 1, DESIGNATED AS PART 1, PLAN 12R-22862; AMHERSTBURG;

DOMINANT LANDS: PIN 70552-0435, PT LOTS 8 & 9 W/S DALHOUSIE ST. PLAN 1, PT RICHMOND ST. PLAN 2, TOWN OF AMHERSTBURG, DESIGNATED AS PTS 1 & 5 12R22972, TOG/W EASE OVER PTS 2 & 3 AS IN CE199434; TOG/W EASE OVER PT 4 AS IN CE199432; AMHERSTBURG.

BY: THE CORPORATION OF THE TOWN OF AMHERSTBURG
TO: 1603966 ONTARIO LIMITED Registered Owner %(all PINs)

1. CARMELLO ANGILERI, PRESIDENT

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 1603966 ONTARIO LIMITED 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:

s) other: Transfer of easement for encroachments by municipality gratuitously in connection with redevelopment of property.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 12 Registration No. CE264758 Date: 2007/03/23

B. Property(s): PIN 70555 - 0176 Address AMHERSTBURG Assessment Roll No -

C. Address for Service: 2405 Howard Avenue
Windsor, Ontario
N8X 3V5

D. (i) Last Conveyance(s): PIN 70555 - 0176 Registration No. CE199434
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Jeffrey Alan Baker
41 Sandwich Street South
Amherstburg N9V 1Z5