



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 7-05

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN EASEMENT AGREEMENT WITH DOMENIC AND ROSALIE MAGRO FOR LANDS LOCATED AT 256 AND 262 CAMBRIDGE ROAD WEST

WHEREAS Domenic and Rosalie Magro applied to the Town of Fort Erie Committee of Adjustment for a severance of their lands at 256 Cambridge Road West and 262 Cambridge Road West for the purpose of a boundary adjustment, and

WHEREAS Domenic and Rosalie Magro are the registered owners of Part of Lot 532, Plan 375, Bertie and Part of Lot 366, Plan 370, Bertie and more particularly described as Parts 7, 8, 9 and 10 on Reference Plan 59R-12620 (256 Cambridge Road West) and Domenic Magro is the registered owner of Part of Lots 531 and 532, Plan 375, Bertie and more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan 59R-12620 (262 Cambridge Road West), and

WHEREAS pursuant to Decision No. B67/04 F.E. the Committee of Adjustment granted consent for the severance subject to various conditions including the granting to the Town of Fort Erie of an easement for sidewalk purposes over Parts 2, 4, 6, 8 and 9 on Reference Plan 59R-12620 and for a fire hydrant and lead over Parts 5, 6, 7 and 8 on Reference Plan 59R-12620, and

WHEREAS the terms and conditions of the Easement Agreement have been finalized in a form annexed hereto to this by-law;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

- 1. THAT** the conveyance of an easement by Domenic and Rosalie Magro affecting lands described as Part of Lot 532, Plan 375, Bertie and Part of Lot 366, Plan 370, Bertie and more particularly described as Parts 7, 8 and 9 on Reference Plan 59R-12620 (256 Cambridge Road West) and the conveyance of an easement by Domenic Magro affecting lands described as Part of Lots 531 and 532, Plan 375, Bertie and more particularly described as Parts 2, 4, 5 and 6 on Reference Plan 59R-12620 (262 Cambridge Road West) for sidewalk and fire hydrant purposes in the form of Schedule "A" and "B" annexed hereto to this by-law be and they are hereby accepted and approved.
- 2. THAT** the solicitor acting on behalf of Domenic and Rosalie Magro shall deliver to the Clerk of the Corporation of the Town of Fort Erie a letter of unqualified certification of title for such easements granted stating that the Town has a good and valid title to such easements free and clear of all liens, claims and encumbrances.
- 3. THAT** Domenic and Rosalie Magro shall be responsible for all of the costs associated with the conveyance of the easements to the Town of Fort Erie save and except for the preparation of the easement documents.

4. THAT the Mayor and Clerk be and they are hereby authorized and directed to execute any and all documentation necessary to complete this transaction.

5. THAT pursuant to the provisions of Section 227 of the *Municipal Act, 2001*, the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17th DAY OF JANUARY, 2005.



MAYOR



CLERK

I, Carolyn J. Kett, the Clerk, of The Corporation of the Town of Fort Erie hereby certifies the foregoing to be a true certified copy of By-law No. 7-05 of the said Town. Given under my hand and the seal of the said Corporation this day of _____, 2005.



Transfer/Deed of Land

Form 1 - Land Registration Reform Act

SCHEDULE "A" to
BY-LAW NO. 7-05

THE UPPER CANADA DOCUMENT COMPANY
1-877-493-3627 www.uodocuments.com

A

FOR OFFICE USE	(1) Registry <input checked="" type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of _____ pages	
	(3) Property Identifier(s) _____ Block _____ Property _____		Additional: See Schedule <input type="checkbox"/>	
	(4) Consideration ONE ----- ----- 00/100 Dollars \$ 1.00			
	(5) Description This is a: Property <input checked="" type="checkbox"/> Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part of Lot 532 Plan 375 Bertie and Part of Lot 286 Plan 370 Bertie, designated as Parts 7, 8 and 9 on 59R-12620; Town of Fort Erie, Regional Municipality of Niagara being part of the PIN			
	New Property Identifiers Executions		Additional: See Schedule <input type="checkbox"/>	
(6) This Document Contains		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>
(7) Interest/Estate Transferred EASEMENT				
(8) Transferor(s) The transferor hereby transfers to an easement to the transferee and certifies that the transferor is at least eighteen years old and that we are spouses of one another.				
Name(s) MAGRO, Domenic		Signature(s)		Date of Signature Y M D 2005 01
Name(s) MAGRO, Rosalie		Signature(s)		Date of Signature Y M D 2005 01
(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 262 Cambridge Road West, Crystal Beach, Ontario L0S 1B0				
(11) Transferee(s)				
Name(s) THE CORPORATION OF THE TOWN FORT ERIE		Signature(s) Per: Wayne H. Redekop - Mayor		Date of Signature Y M D 2005 01
Name(s) Per: Carolyn J. Kett - Clerk		Signature(s)		Date of Signature Y M D 2005 01
(12) Transferee(s) Address for Service 1 Municipal Centre Drive, Fort Erie L2A 2S6				
(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 _____		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				
City	Municipality	Map	Sub.	Par.
				not assigned
(16) Municipal Address of Property not assigned		(17) Document Prepared by: Gerald F. Ruch, Ruch & Williams, P.O. Box 8, 43 Jarvis treet, Fort Erie L2A 5M6 File: R-16339		
FOR OFFICE USE		Fees and Tax		
		Registration Fee		
		Land Transfer Tax		
		Total		

WHEREAS this Transfer of Easement is authorized by By-Law _____-05 of the Corporation of the Town of Fort Erie;

AND WHEREAS the Transferor is the Owner of the lands described herein (hereinafter called the "Servient Lands");

AND WHEREAS the Transferee wishes to maintain on, to, under and beyond the said Servient Lands a sidewalk over parts 8 and 9 on 59R-12620 and a hydrant and a lead over parts 7 and 8 on 59R-12620 (herein referred to as the "Works");

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby grants and conveys unto the Transferee, its successors, and assigns, the following rights and easements in perpetuity;

1. The free, uninterrupted and unobstructed right at any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove the hereinbefore recited works, in, upon, along and across the Servient Lands;
2. To keep the Servient Lands free and clear of all brush, trees and other obstructions of any nature whatsoever as may be necessary to the exercise of and for the enjoyment of the rights and easements herein granted;
3. For the servants, agents, contractors and workmen of and other persons duly authorized by the Transferee at all times and from time to time to pass and repass with all machinery, material, vehicles and equipment as may be necessary along the Servient Lands for all purposes necessary or incidental to the exercise of and for the enjoyment of the rights and easements herein granted.

PROVIDED HOWEVER, that no entry shall be made on the Servient Lands for the aforesaid purposes unless the Transferee shall have given to the Transferor not less than twenty-four (24) hours notice of the Transferee's intention to do so, except in an emergency situation in which event the Transferee, its servants, agents, contractors and workmen or other persons duly authorized by the Transferee, may enter without notice.

THE AFORESAID RIGHTS AND EASEMENT ARE HEREBY GRANTED on the following terms and conditions which are hereby covenanted and agreed to by and between the Transferor and the Transferee:-

1. The Transferor shall not undertake any works, change any grades, or install any obstruction or improvement on the Servient Lands, including the planting of trees, without the written consent of the Transferee;
2. The Transferor shall be responsible for any damage to the property of the Transferee caused directly or indirectly by the acts or omissions of the Transferor or any persons acting under the authority of the Transferor;
3. The Transferee shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of the Transferee

or of persons acting under the authority of the Transferee and the Transferee will indemnify and save harmless the Transferor from all claims of every nature whatsoever and howsoever arising out of the maintenance, operation and existence of the said works.

- 4. Upon completion of any installation, replacement, maintenance, inspection, repair, alteration or removal of the said works, the Transferee shall forthwith fill in all excavations in and/or on the Servient Lands and as far as practicable shall restore the surface thereof to the condition in which it was found prior to the commencement of the said works, PROVIDED the Transferee shall not be obligated to replace any trees or shrubs planted on the Servient Lands, and shall remove all equipment and rubbish;
- 5. Notwithstanding any rule of law, doctrine of equity, all improvements made to the Servient Lands by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the Free Hold and shall at any time or from time to time be removable in whole or in part by the Transferee or by its successors and assigns;
- 6. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant including all the covenants and conditions herein contained shall extend to, be binding upon, and enure to the benefit of the respective parties, their heirs, executors, administrators, successors and assigns;
- 7. The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the property of the Transferee more particularly described as Cambridge Road West Plan 370 Bertie , being all of PIN 64181-0208(1#) in the Town of Fort Erie, in the Regional Municipality of Niagara, Province of Ontario.

PROVIDED that it is hereby agreed that in construing these presents the words "Transferor" and the pronouns "he", "his", or "him" and "it" relating thereto and used therewith shall be read or construed as "Transferor" or "Transferors" and "he", "she", "it" or "they", "his", "her", "its", or "their", or "him", "her", "it" or "them" respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

The undersigned agree to be bound by the terms of this Transfer of Easement

THE CORPORATION OF THE TOWN OF FORT ERIE
Per:

Wayne H. Redekop – Mayor

Carolyn J. Kett – Clerk

DOMENIC MAGRO

ROSALIE MAGRO

SCHEDULE "B" to BY-LAW NO. 7-05

LRO # 59 Transfer Easement

In preparation on 2005 01 12 at 16:53

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 3

Properties

PIN 64181 - 0194 LT Estate/Qualifier Fee Simple Lt Conversion Qualified Add Easement
Description PT OF LOTS 531 & 532 PLAN 375 BERTIE DESIGNA'. ED AS PARTS 2, 4,5,6 ON 59R-12620
Address CRYSTAL BEACH

Consideration

Consideration \$ 0.00

Transferor(s)

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

Name MAGRO, DOMENIC
 Acting as an individual
Address for Service 262 Cambridge Road W.
 Crystal Beach, Ontario
 L0S 1B0

I am at least 18 years of age.

Rosalie Magro is my spouse and has consented to this transaction.

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

Transferee(s)	Capacity	Share
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<i>Name</i> THE CORPORATION OF THE TOWN OF FORT ERIE Acting as a company	Beneficial Owner	
<i>Address for Service</i> 1 MUNICIPAL CENTRE DRIVE FORT ERIE, ONTARIO L2A 2S6		

Statements

Schedule: See Schedules

Calculated Taxes

Retail Sales Tax \$0.00
Land Transfer Tax \$0.00

File Number

Transferee Client File Number : R-16339

WHEREAS this Transfer of Easement is authorized by By-Law -05 of the Corporation of the Town of Fort Erie;

AND WHEREAS the Transferor is the Owner of the lands described herein (hereinafter called the "Servient Lands");

AND WHEREAS the Transferee wishes to maintain on, to, under and beyond the said Servient Lands a sidewalk over parts 2, 4 and 6 on 59R-12620 and a hydrant and a lead over parts 5 and 6 on 59R-12620 (herein referred to as the "Works");

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby grants and conveys unto the Transferee, its successors, and assigns, the following rights and easements in perpetuity;

1. The free, uninterrupted and unobstructed right at any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove the hereinbefore recited works, in, upon, along and across the Servient Lands;
2. To keep the Servient Lands free and clear of all brush, trees and other obstructions of any nature whatsoever as may be necessary to the exercise of and for the enjoyment of the rights and easements herein granted;
3. For the servants, agents, contractors and workmen of and other persons duly authorized by the Transferee at all times and from time to time to pass and repass with all machinery, material, vehicles and equipment as may be necessary along the Servient Lands for all purposes necessary or incidental to the exercise of and for the enjoyment of the rights and easements herein granted.

PROVIDED HOWEVER, that no entry shall be made on the Servient Lands for the aforesaid purposes unless the Transferee shall have given to the Transferor not less than twenty-four (24) hours notice of the Transferee's intention to do so, except in an emergency situation in which event the Transferee, its servants, agents, contractors and workmen or other persons duly authorized by the Transferee, may enter without notice.

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2. The Transferor shall be responsible for any damage to the property of the Transferee caused directly or indirectly by the acts or omissions of the Transferor or any persons acting under the authority of the Transferor;
3. The Transferee shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of the Transferee or of persons acting under the authority of the Transferee and the Transferee will indemnify and save harmless the Transferor from all claims of every nature whatsoever and howsoever arising out of the maintenance, operation and existence of the said works.
4. Upon completion of any installation, replacement, maintenance, inspection, repair, alteration or removal of the said works, the Transferee shall forthwith fill in all excavations in and/or on the Servient Lands and as far as practicable shall restore the surface thereof to the condition in which it was found prior to the commencement of the said works, PROVIDED the Transferee shall not be obligated to replace any trees or shrubs planted on the Servient Lands, and shall remove all equipment and rubbish;
5. Notwithstanding any rule of law, doctrine of equity, all improvements made to the Servient Lands by the Transferee shall at all times remain the property of the Transferee notwithstanding that the same may be annexed or affixed to the Free Hold and shall at any time or from time to time be removable in whole or in part by the Transferee or by its successors and assigns;
6. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant including all the covenants and conditions herein contained shall extend to, be binding upon, and enure to the benefit of the respective parties, their heirs, executors, administrators, successors and assigns;

7. The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the property of the Transferee more particularly described as Cambridge Road West, Plan 370 being all of PIN 64181-0208~~(21)~~ in the Town of Fort Erie, in the Regional Municipality of Niagara, Province of Ontario.

PROVIDED that it is hereby agreed that in construing these presents the words "Transferor" and the pronouns "he", "his", or "him" and "it" relating thereto and used therewith shall be read or construed as "Transferors" or "Transferors" and "he", "she", "it" or "they", "his", "her", "its", or "their", or "him", "her", "it" or "them" respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64181 - 0194 PT OF LOTS 531 & 532 PLAN 375 BERTIE DESIGNATED AS PARTS 2, 4,5,6 ON 59R-12620

BY: MAGRO, DOMENIC
TO: THE CORPORATION OF THE TOWN OF FORT ERIE Beneficial Owner %(all PINs)

1. CAROLYN J. KETT, CLERK

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 TOWN OF FORT ERIE 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.
- (g) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my same-sex partner described above in paragraph(s) ().

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:

s) other: EASEMENT GIVEN TO SATISFY CONDITIONS OF SEVERANCE NO CONSIDERATION PASSING BETWEEN THE PARTIES

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 59 Registration No. Date:

B. Property(s): PIN 64181 - 0194 Address CRYSTAL BEACH Assessment 2703030 - 00402000
Roll No

C. Address for Service: 1 MUNICIPAL CENTRE DRIVE
FORT ERIE, ONTARIO
L2A 2S6

D. (i) Last Conveyance(s): PIN 64181 - 0194 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known