



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 42-05

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
EASEMENT AGREEMENTS WITH HELEN IVY DUNN , DAVID
POICH AND MUNI AMD VINNY HETRAM AND SMALLS ROAD
PLAN OF SUBDIVISION**

WHEREAS Report No. PPS-87-98 was approved at the Council-in-Committee Meeting of November 16, 1998, authorizing draft plan approval for the Smalls Road Draft Plan of Subdivision for thirty-two (32) lots on the north side of Smalls Road, west of Lakewood Avenue subject to the conditions outlined therein, and

WHEREAS the draft plan approval for the Smalls Road Subdivision has been extended from time to time and most recently under Report No. PCS-09-2004 for the period ending December 18, 2005, and

WHEREAS Condition 14 of the draft plan approval provides “That all lots be serviced by Municipal water supply and Municipal sanitary sewer. The water distribution servicing this subdivision shall contain no deadend mains and shall be looped through the subdivision and designed to accommodate residential and fire flows with the minimum size being 150 mm in diameter”, and

WHEREAS in order to accomplish the requirements of Condition 14 stated above, it was necessary for the developer to acquire easements from certain abutting property owners to facilitate the looping of the water main associated with this Draft Plan of Subdivision, and

WHEREAS the Town of Fort Erie is in receipt of a Transfer of Easement wherein Helen Ivy Dunn and the Developers, Muni Hetram and Vinny Hetram, are granting an easement to the Town of Fort Erie for the looping of the water main associated with the Smalls Road Draft Plan of Subdivision on lands described as Part of Lot of Lot 27, Broken Front Concession Lake Erie and designated as Part 1 on Reference Plan 59R-10753, for the former Township of Bertie, now in the Town of Fort Erie, and being part of PIN 64178-0399 (LT), and

WHEREAS the Town of Fort Erie is in further receipt of a Transfer of Easement wherein David Poich and the Developers, Muni Hetram and Vinny Hetram, are granting an easement to the Town of Fort Erie for the looping of the water main associated with the Smalls Road Draft Plan of Subdivision on lands described as Part of Lots 363-366 inclusive, Plan 425 and designated as Part 2 on Reference Plan 59R-10753, for the former Township of Bertie, now in the Town of Fort Erie, and being part of PIN 64178-0472 (LT), and

WHEREAS the terms and conditions of the easement agreements 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 Helen Ivy Dunn, Muni Hetram and Vinny Hetram to the Town of Fort Erie for lands described as Part of Lot of Lot 27, Broken Front Concession Lake Erie and designated as Part 1 on Reference Plan 59R-10753, for the former Township of Bertie, now in the Town of Fort Erie, and being part of PIN 64178-0399 (LT), for water main looping purposes in the form of Schedule "A" annexed hereto to this by-law be and it is hereby accepted and approved.
- 2. THAT the conveyance of an easement by David Poich, Muni Hetram and Vinny Hetram to the Town of Fort Erie for lands described as Part of Lots 363-366 inclusive, Plan 425 and designated as Part 2 on Reference Plan 59R-10753, for the former Township of Bertie, now in the Town of Fort Erie, and being part of PIN 64178-0472 (LT), for water main looping purposes in the form of Schedule "B" annexed hereto to this by-law be and it is hereby accepted and approved.
- 3. THAT the solicitor acting on behalf of the Developers, Muni Hetram and Vinny Hetram 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 stated that the Town has a good and valid title to such easement free and clear of all liens, claims and encumbrances.
- 4. THAT the Mayor and Clerk be and they are hereby authorized and directed to execute any documentation necessary to complete these transactions
- 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 21ST DAY OF MARCH, 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. 42 -05 of the said Town. Given under my hand and the seal of the said Corporation this day of _____, 200 .

SCHEDULE

This Transfer of Easement is authorized by By-Law No. _____ of The Corporation of the Town of Fort Erie;

The Transferor is the owner of the lands described as Part of Lot 27, Broken Front Concession Lake Erie designated as Part 1 on 59R-10753, former Township of Bertie, now Town of Fort Erie being part of PIN 64178-0399 (LT) (hereinafter called the "Servient Lands");

Muni Hetram and Vinny Hetram (hereinafter called the "Developers") are the owners of the lands described as Part of Lots 27 and 28 Broken Front Concession Lake Erie, in the former Township of Bertie, designated as Part 1 on 59R-11097; Fort Erie being all of PIN 64178-0472 (LT);

The Corporation of the Town of Fort Erie (hereinafter called the "Town") has granted draft plan approval for a Plan of Subdivision for the above described Developer's Lands;

The conditions of the Draft Plan Approval require the Developer to enter into a Subdivision Agreement with the Town to provide for the servicing and development of the Plan of Subdivision (hereinafter referred to as the "Subdivision Agreement");

The Subdivision Agreement will require the Developer, at its sole expense, to lay, construct, install, maintain, repair and if required replace, in, over, along, upon, across and beyond the Servient Lands a Water Distribution System necessary and/or required to provide the Plan of Subdivision with public water service (hereinafter referred to as the "Off-Site Works") in accordance with Plans and specifications for the Plan of Subdivision to be approved by the Director of Infrastructure Services for the Town;

The Subdivision Agreement will require the Developer to construct the Off-Site Works at the same time as the Primary On-Site services for the Plan of Subdivision are constructed and will also require all servicing to be carried out in accordance with the Subdivision Agreement and approved Plans;

The Developer will not commence construction of the Off-Site Works until such time as the aforesaid Subdivision Agreement has been registered on title to the above described Developer's lands;

The Developer requires an easement so that it may construct and maintain the Off-Site Works in accordance with the terms of the Subdivision Agreement;

The Town will assume ownership of the Off-Site Works at the expiration of the one (1) year Maintenance Guarantee Period for Primary Services in accordance with the terms and conditions of the Subdivision Agreement;

EASEMENT TO TOWN:

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 Town and/or Developer to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby grants and conveys unto the Town, its successors, and assigns, the following rights and easements in perpetuity:

- 1.1 The free, uninterrupted and unobstructed right to any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove the hereinbefore recited Off-Site Works, in upon, along and across the Servient Lands;
- 1.2 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;
- 1.3 For the servants, agents, contractors and workmen and other persons duly authorized by the Town 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 Town shall have given to the Transferor not less than twenty-four (24) hours notice of the Town's intention to do so, except in an emergency situation in which event the Town, its servants, agents, contractors and workmen or other persons duly authorized by the Town, 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 Town:

- 1.4 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 Town.
- 1.5 The Transferor shall be responsible for any damage to the property of the Town caused directly or indirectly by the acts or omissions of the Transferor or any persons acting under the authority of the Transferor. The Transferor and Developer shall indemnify and save harmless the Town from all claims of every nature whatsoever and howsoever arising out of the construction, maintenance, operation and existence of the said Off-Site Works, until such time as the same have been assumed by the Town, as hereinbefore provided for.
- 1.6 After the assumption of the Off-Site Works, the Town shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of the Town or of persons acting under the authority of the Town.
- 1.7 Before the assumption of the Off-Site Works by the Town, the Developer shall forthwith fill in all excavations in and/or on the Servient Lands and so far as practicable shall restore the surface thereof to the condition in which it was found prior to the commencement of the said works and shall remove all equipment and rubbish. However, the Town shall not be obliged to replace any trees or shrubs planted on the Servient Lands.
- 1.8 Notwithstanding any rule of law, doctrine of equity, after assumption of the Off-Site Works by the Town, all improvements made to the Servient Lands by the Town/Developer shall at all times remain the property of the Town 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 Town or by its successors and assigns.
- 1.9 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.
- 1.10 The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the Town, its successors and assigns.

EASEMENT TO DEVELOPER:

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 Developer to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby grants and conveys unto the Developer, its successors, and assigns, the following rights and easements for a period of five (5) years from the date hereof and/or the Town assuming the Off-Site Works, whichever shall first occur:

- 2.1 The free, uninterrupted and unobstructed right to any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove the hereinbefore recited Off-Site Works, in upon, along and across the Servient Lands;

- 2.2 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;
- 2.3 For the servants, agents, contractors and workmen and other persons duly authorized by the Developer 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 Developer shall have given to the Transferor not less than twenty-four (24) hours notice of the Developer's intention to do so, except in an emergency situation in which event the Developer, its servants, agents, contractors and workmen or other persons duly authorized by the Developer, 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 Developer:

- 2.4 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 Developer.
- 2.5 The Transferor shall be responsible for any damage to the property of the Developer caused directly or indirectly by the acts or omissions of the Transferor or any persons acting under the authority of the Transferor.
- 2.6 The Developer shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of the Developer or of persons acting under the authority of the Developer and the Developer will indemnify and save harmless the Transferor and the Town from all claims of every nature whatsoever and howsoever arising out of the maintenance, operation and existence of the said Off-Site Works.
- 2.7 The Developer shall upon completion of the construction of the Off-Site Works aforesaid and of any installation, replacement, maintenance, inspection, repair, alteration or removal thereof, the Developer shall forthwith fill in all excavations in and/or on the Servient Lands and so far as practicable shall restore the surface thereof to the condition in which it was found prior to the commencement of the said Off-Site Works and shall remove all equipment and rubbish. Provided the Transferee shall not be obliged to replace any trees or shrubs planted on the Servient Lands.
- 2.8 Notwithstanding any rule of law, doctrine of equity, all improvements made to the Servient Lands by the Developer shall at all times remain the property of the Developer 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 Developer or by its successors and assigns.
- 2.9 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.
- 2.10 The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the above described lands of the Developer, its heirs, executors, administrators and assigns.

GENERAL PROVISIONS:

- 3.1 The parties acknowledge and agree that this agreement shall be annexed to the Transfer of Easement and registered on title to the said lands of the Owner and the Developer.

3.2 The parties acknowledge and agree that the Developer is not and shall not be deemed a Town servant, agent, contractor and/or workman of and/or other person duly authorized by the Town.

3.3 The Developer agrees, until such time as the Off-Site Works are assumed by the Town, to compensate the Transferor for damages done to buildings, fences and paving on the said Serviant Lands and or the Transferor's lands by reason of the Developer's and/or the Town's exercise of the rights and easements hereinbefore granted.

3.4 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 "Transfersors" and "he", "she", "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.

3.5 The Developer agrees to be solely responsible for all of the Town's administration and legal costs for this Agreement.

3.6 The Developer's solicitor shall be required to certify that the Town will have a good and valid easement in perpetuity, free and clear of all claims, liens and encumbrances.

IN WITNESS WHEREOF the said Parties have hereunto affixed their corporate seals attested to by the hands of their proper officers duly authorized in this behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

]
]
]
] **TRANSFEROR**
] Per:
]
] _____
] Helen Ivy Dunn
]
]
]
] **DEVELOPER**
] Per:
]
] _____
] Muni Hetram
]
]
] _____
] Vinny Hetram
]
]
]
] **THE CORPORATION OF THE TOWN**
] **OF FORT ERIE**
] Per:
]
] _____
] Wayne H. Redekop, Mayor
]
]
] _____
] C. Kett, Clerk
]
]
] Date: _____

c/s

SCHEDULE

This Transfer of Easement is authorized by By-Law No. _____ of The Corporation of the Town of Fort Erie;

The Transferor is the owner of the lands described as Part of Lots 363-366 inclusive, Plan 425 designated as Part 2 on 59R-10753, former Township of Bertie, now Town of Fort Erie being part of PIN 64718-0041 (LT) (hereinafter called the "Servient Lands");

Muni Hetram and Vinny Hetram (hereinafter called the "Developers") are the owners of the lands described as Part of Lots 27 and 28 Broken Front Concession Lake Erie, in the former Township of Bertie, designated as Part 1 on 59R-11097; Fort Erie being all of PIN 64178-0472 (LT);

The Corporation of the Town of Fort Erie (hereinafter called the "Town") has granted draft plan approval for a Plan of Subdivision for the above described Developer's Lands;

The conditions of the Draft Plan Approval require the Developer to enter into a Subdivision Agreement with the Town to provide for the servicing and development of the Plan of Subdivision (hereinafter referred to as the "Subdivision Agreement");

The Subdivision Agreement will require the Developer, at its sole expense, to lay, construct, install, maintain, repair and if required replace, in, over, along, upon, across and beyond the Servient Lands a Water Distribution System necessary and/or required to provide the Plan of Subdivision with public water service (hereinafter referred to as the "Off-Site Works") in accordance with Plans and specifications for the Plan of Subdivision to be approved by the Director of Infrastructure Services for the Town;

The Subdivision Agreement will require the Developer to construct the Off-Site Works at the same time as the Primary On-Site services for the Plan of Subdivision are constructed and will also require all servicing to be carried out in accordance with the Subdivision Agreement and approved Plans;

The Developer will not commence construction of the Off-Site Works until such time as the aforesaid Subdivision Agreement has been registered on title to the above described Developer's lands;

The Developer requires an easement so that it may construct and maintain the Off-Site Works in accordance with the terms of the Subdivision Agreement;

The Town will assume ownership of the Off-Site Works at the expiration of the one (1) year Maintenance Guarantee Period for Primary Services in accordance with the terms and conditions of the Subdivision Agreement;

EASEMENT TO TOWN:

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 Town and/or Developer to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby grants and conveys unto the Town, its successors, and assigns, the following rights and easements in perpetuity:

- 1.1 The free, uninterrupted and unobstructed right to any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove the hereinbefore recited Off-Site Works, in upon, along and across the Servient Lands;
- 1.2 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;
- 1.3 For the servants, agents, contractors and workmen and other persons duly authorized by the Town 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 Town shall have given to the Transferor not less than twenty-four (24) hours notice of the Town's intention to do so, except in an emergency situation in which event the Town, its servants, agents, contractors and workmen or other persons duly authorized by the Town, 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 Town:

- 1.4 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 Town.
- 1.5 The Transferor shall be responsible for any damage to the property of the Town caused directly or indirectly by the acts or omissions of the Transferor or any persons acting under the authority of the Transferor. The Transferor and Developer shall indemnify and save harmless the Town from all claims of every nature whatsoever and howsoever arising out of the construction, maintenance, operation and existence of the said Off-Site Works, until such time as the same have been assumed by the Town, as hereinbefore provided for.
- 1.6 After the assumption of the Off-Site Works, the Town shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of the Town or of persons acting under the authority of the Town.
- 1.7 Before the assumption of the Off-Site Works by the Town, the Developer shall forthwith fill in all excavations in and/or on the Servient Lands and so far as practicable shall restore the surface thereof to the condition in which it was found prior to the commencement of the said works and shall remove all equipment and rubbish. However, the Town shall not be obliged to replace any trees or shrubs planted on the Servient Lands.
- 1.8 Notwithstanding any rule of law, doctrine of equity, after assumption of the Off-Site Works by the Town, all improvements made to the Servient Lands by the Town/Developer shall at all times remain the property of the Town 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 Town or by its successors and assigns.
- 1.9 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.
- 1.10 The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the Town, its successors and assigns.

EASEMENT TO DEVELOPER:

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 Developer to the Transferor (the receipt whereof is hereby acknowledged) the Transferor hereby grants and conveys unto the Developer, its successors, and assigns, the following rights and easements for a period of five (5) years from the date hereof and/or the Town assuming the Off-Site Works, whichever shall first occur:

- 2.1 The free, uninterrupted and unobstructed right to any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove the hereinbefore recited Off-Site Works, in upon, along and across the Servient Lands;

- 2.2 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;
- 2.3 For the servants, agents, contractors and workmen and other persons duly authorized by the Developer 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 Developer shall have given to the Transferor not less than twenty-four (24) hours notice of the Developer's intention to do so, except in an emergency situation in which event the Developer, its servants, agents, contractors and workmen or other persons duly authorized by the Developer, 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 Developer:

- 2.4 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 Developer.
- 2.5 The Transferor shall be responsible for any damage to the property of the Developer caused directly or indirectly by the acts or omissions of the Transferor or any persons acting under the authority of the Transferor.
- 2.6 The Developer shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of the Developer or of persons acting under the authority of the Developer and the Developer will indemnify and save harmless the Transferor and the Town from all claims of every nature whatsoever and howsoever arising out of the maintenance, operation and existence of the said Off-Site Works.
- 2.7 The Developer shall upon completion of the construction of the Off-Site Works aforesaid and of any installation, replacement, maintenance, inspection, repair, alteration or removal thereof, the Developer shall forthwith fill in all excavations in and/or on the Servient Lands and so far as practicable shall restore the surface thereof to the condition in which it was found prior to the commencement of the said Off-Site Works and shall remove all equipment and rubbish. Provided the Transferee shall not be obliged to replace any trees or shrubs planted on the Servient Lands.
- 2.8 Notwithstanding any rule of law, doctrine of equity, all improvements made to the Servient Lands by the Developer shall at all times remain the property of the Developer 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 Developer or by its successors and assigns.
- 2.9 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.
- 2.10 The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the above described lands of the Developer, its heirs, executors, administrators and assigns.

GENERAL PROVISIONS:

- 3.1 The parties acknowledge and agree that this agreement shall be annexed to the Transfer of Easement and registered on title to the said lands of the Owner and the Developer.

- 3.2 The parties acknowledge and agree that the Developer is not and shall not be deemed a Town servant, agent, contractor and/or workman of and/or other person duly authorized by the Town.
- 3.3 The Developer agrees, until such time as the Off-Site Works are assumed by the Town, to compensate the Transferor for damages done to buildings, fences and paving on the said Serviant Lands and or the Transferor's lands by reason of the Developer's and/or the Town's exercise of the rights and easements hereinbefore granted.
- 3.4 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 "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.
- 3.5 The Developer agrees to be solely responsible for all of the Town's administration and legal costs for this Agreement.
- 3.6 The Developer's solicitor shall be required to certify that the Town will have a good and valid easement in perpetuity, free and clear of all claims, liens and encumbrances.

IN WITNESS WHEREOF the said Parties have hereunto affixed their corporate seals attested to by the hands of their proper officers duly authorized in this behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

]
]
]
] **TRANSFEROR**
] Per:
]
] _____
] **David Poich**
]
]
] **DEVELOPER**
] Per:
]
] _____
] **Muni Hetram**
]
]
] _____
] **Vinny Hetram**
]
]
] **THE CORPORATION OF THE TOWN**
] **OF FORT ERIE**
] Per:
]
] _____
] **Wayne H. Redekop, Mayor**
]
]
] _____
] **C. Kett, Clerk**
]
]
] **Date:** _____

c/s