



## **The Municipal Corporation of the Town of Fort Erie**

**BY-LAW NO. 176-2000**

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**BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO  
AND EXECUTION OF AN EASEMENT AGREEMENT  
WITH ENBRIDGE CONSUMERS' GAS FOR LANDS DESCRIBED AS  
PART OF THE CLOSED GRANDVIEW ROAD ALLOWANCE  
(12090202)**

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**WHEREAS** Enbridge Consumers' Gas Company Ltd. has requested an easement from the Town of Fort Erie for gasmain services that traverse part of the closed Grandview Road allowance, and

**WHEREAS** Report No. F-46-2000 was approved at the Council-in-Committee meeting of September 18, 2000 authorizing the entry into an easement agreement with Enbridge Consumers Gas for lands described as Part of Grandview Road (closed) according to Plan No. 136 for the former Township of Bertie, now known as Plan No. 476 for the Town of Fort Erie and more particularly described as Part 2 on Reference Plan No. 59R-5323, 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 the Corporation of the Town of Fort Erie to Enbridge Consumers' Gas for lands described as part of the closed Grandview Road allowance, according to Plan No. 136 for the former Township of Bertie, now known as Plan No. 476 for the Town of Fort Erie and more particularly described as Part 2 on Reference Plan 59R-5323 for gasmain services, in the form of Schedule "A" annexed hereto to this by-law, be and it is hereby authorized and approved.
- (2) **THAT** the Transfer/Deed of Land shall be registered at the expense of Enbridge Consumers' Gas Company Ltd.

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- (3) **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute any and all documentation necessary to complete this transfer.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25TH DAY OF SEPTEMBER, 2000.**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CLERK**

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 176-2000 of the said Town. Given under my hand and the seal of the said Corporation  
this                      day of                      , 2000.

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FOR OFFICE USE ONLY	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p> <p>(3) Property Identifier(s) Block _____ Property _____ Additional: See Schedule <input type="checkbox"/></p> <p>(4) Consideration Two dollars Dollar \$ 2.00</p> <p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>  <b>Part of Grandview Road, Registered Plan No. 136, for the former Township of Bertie, now known as Plan 476, designated as Part 2, Plan 59R-5323, Town of Fort Erie, Regional Municipality of Niagara</b></p>	<p>(2) Page 1 of 6 pages</p>												
	<p>New Property Identifiers</p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Additional: See Schedule <input type="checkbox"/></p>													
	<p>(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> (7) Interest/Estate Transferred <del>Fee Simple</del> <b>Easement and Right-of-Way</b></p>													
	<p>(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that</p>													
	<p>Name(s) <b>THE CORPORATION OF THE TOWN OF FORT ERIE</b> Signature(s) <i>[Signature]</i> Date of Signature Y M D 2000 11 01  <b>I/We have the authority to bind the corporation</b> Per: <b>WALTER J. REBERG</b> Name: <b>WALTER J. REBERG</b> Title: <b>MAYOR</b>  Per: <b>CAROLYN J. REIT</b> Name: <b>CAROLYN J. REIT</b> Title: <b>CLERK</b></p>													
<p>(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) _____ Signature(s) _____ Date of Signature Y M D</p>														
<p>(10) Transferor(s) Address for Service <b>One Municipal Drive, Fort Erie, Ontario, L2A 2S6</b></p>														
<p>(11) Transferee(s)</p> <p><b>THE CONSUMERS' GAS COMPANY LTD.</b> Per: <i>[Signature]</i> Date of Birth Y M D 2000 10 16  <b>APPROVED</b> Name: <b>JOHN BAYKO</b> Title: <b>Director, Engineering</b>  <b>LAND DEPT.</b> Per: <i>[Signature]</i> Date of Birth Y M D 2000 10 12  <b>We have the authority to bind the corporation</b> Name: <b>Richard Langstaff</b> Title: <b>Manager, Land Services</b></p>														
<p>(12) Transferee(s) Address for Service <b>Attn: Land Services, P.O. Box 650, Scarborough, Ontario M1K 5E3</b></p>														
<p>(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  <b>Solicitor for Transferor(s)</b> 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. Signature _____ Date of Signature Y M D  Name and Address of Solicitor _____ Signature _____</p>														
<p>(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)(iii) 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. Signature _____ Date of Signature Y M D  Name and Address of Solicitor _____ Signature _____</p>														
<p>(15) Assessment Roll Number of Property _____ Cty. Mun. Map Sub. Par. <b>Not Assigned</b></p>														
<p>(16) Municipal Address of Property _____</p>														
<p>(17) Document Prepared by:  <b>The Consumers' Gas Company Ltd.</b>  <b>Attn: Land Services</b>  <b>101 Consumers Drive</b>  <b>Whitby, Ontario L1N 1C4</b>  <b>L-24599 (WP)</b></p>														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td>Land Transfer Tax</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><b>Total</b></td> <td></td> </tr> </table>			Fees and Tax		Registration Fee		Land Transfer Tax						<b>Total</b>	
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<b>Total</b>														

Additional Property Identifier(s) and/or Other Information

**INTEREST/ESTATE TRANSFERRED**

(1) The Transferors hereby transfer, sell, grant and convey in perpetuity to the Transferee its successors and assigns, a free and unencumbered easement in, over, upon, under and/or through the lands described in box (5) herein, hereafter referred to as the Easement Lands, to survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain pipelines and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment (hereinafter collectively referred to as "Works") which the Transferee may deem necessary or convenient thereto. This transfer of easement shall include the right of the Transferee, its successors, assigns, servants and agents to use the surface of the Easement Lands for ingress and egress on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time.

(2) The Transferee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.

(3) The rights of the Transferee herein shall be of the same force and effect as a covenant running with the Easement Lands and shall be appurtenant to the lands and premises described in this Schedule as the Transferee's Lands.

(4) The Transferee shall have the right to assign or transfer its rights hereunder in whole or in part.

(5) This Transfer shall extend to, be binding upon and enure to the benefit of the estate trustees, successors and assigns of the parties hereto. If the Transferors are not the sole owners of the said lands, this Transfer shall bind the Transferors to the full extent of their interest therein and shall also extend to any after-acquired interest but all monies payable or paid to the Transferors hereunder shall be paid to the Transferors only in the proportion that their interest in the said lands bears to the entire interest therein. The Transferors hereby agree that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.

(6) The Transferors shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferors shall not, without the prior written consent of the Transferee which consent shall not be unreasonably withheld, place or erect on the Easement Lands any building, structure or fence and shall not excavate, alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.

(7) Notwithstanding any rule of law or equity, any Works constructed by the Transferee shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Easement Lands.

(8) The Transferee shall at its own expense as soon as reasonably possible after the construction of any Works or other exercise of its rights hereunder, remove all surplus sub-soil and debris from the Easement Lands and restore them to their former state so far as is reasonably practicable.

(9) The Transferors covenant that

- (i) they have the right to convey the rights hereby transferred to the Transferee;
- (ii) the Transferee shall have quiet enjoyment of the rights hereby transferred;
- (iii) ~~the Transferors or their successors and assigns will execute such further assurances and do such other acts (at the Transferee's expense) as may be reasonably required to vest in the Transferee the rights hereby transferred; and~~
- (iv) the Transferors have not done, omitted or permitted anything whereby the Easement Lands is or may be encumbered (except as the records of the land registry office disclose).

Additional Property Identifier(s) and/or Other Information

(10) In acquiring its interests in the Easement Lands pursuant to this Easement, the Transferee shall be deemed not to acquire the care or control of the Easement Lands or any component thereof.

(11) Whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine has been used and vice versa, as the case may be.

Additional Property Identifier(s) and/or Other Information

**TRANSFEREE'S LANDS****FIRSTLY:**

In the City of Thorold (formerly Township of Thorold), in the Regional Municipality of Niagara (formerly County of Welland), Province of Ontario, and being composed of part of Township Lot No. 92 in the said Township of Thorold, which said parcel of Land is more particularly described as follows:

**Commencing** at an iron stake planted at the Southwest corner of the herein described lands, which said point of commencement is located as follows:

**Beginning** at the Southwest corner of Township Lot No. 92 in the Township of Thorold;

**Thence** North 1°21' West in the Westerly limit of said Township Lot No. 92, 10.0 feet to a point in the Northerly limit of King's Highway No. 20, as shown on a plan deposited in the Registry Office for the Registry Division of Niagara South as No. 297.

**Thence** North 88°29'30" East in the Northerly limit of said Highway No. 20, 7.56 feet to a point;

**Thence** North 1°32'30" West, 317.54 feet to the point of commencement aforesaid;

**Thence** North 1°32'30" West, 100.33 feet to an iron stake;

**Thence** North 85°59' East, 150.14 feet to an iron stake;

**Thence** South 1°32'30" East, 106.81 feet to an iron stake;

**Thence** South 88°27'30" West, 150.0 feet to the point of commencement.

**Subject To** a right of way in favour of Western Pipe Lines, its successors and assigns as set out in the agreement registered as No. 13870a, Township of Thorold, and more particularly described as follows:

**Commencing** at the South-West angle of Lot 92;

**Thence** North 1°21' West, a distance of 10 feet to a point;

**Thence** North 88°29'30" East, a distance of 7.56 feet to a point in the North limit of the King's Highway No. 20 as widened by deposited Plan No. 297, said point being the point of beginning;

**Thence** North 1°32'30" West, a distance of 367.54 feet to a point;

**Thence** North 88°27'30" East, a distance of 20 feet to a point;

**Thence** South 13°23'37" West, a distance of 31.05 feet to a point;

**Thence** South 1°32'30" East, a distance of 337.54 feet more or less to a point in the Northerly limit of said King's Highway No. 20 as widened by deposited Plan No. 297.

**Thence** on a course South 88°29'30" West following the Northerly limit of said widened Highway, a distance of 12 feet more or less to the point of beginning.

As described in Instrument No. 90798A.

## Additional Property Identifier(s) and/or Other Information

**SECONDLY:**

In the Town of Pelham (formerly Township of Pelham), in the Regional Municipality of Niagara (formerly County of Welland), Province of Ontario, and being composed of part of Lot No. 6 in the Second Concession of the said Township, containing by admeasurement 0.482 of an acre be the same more or less and which said parcel may be more particularly described as follows:

**Commencing** at a point in the westerly limit of a public travelled road known as the Pelham Road, which said point may be located in the following manner:

**Beginning** at the north-west angle of lot no. 6 in the Third Concession of the said Township as established by the Hydro-Electric Power Commission of Ontario;

**Thence** south 1 degree and 13 minutes east in the easterly limit of the unopened road allowance between lots no. 6 and 7 a distance of 732.75 feet to the northerly limit of the lands acquired by the Hydro-Electric Power Commission of Ontario by Instrument No. 17656;

**Thence** north 81 degrees and 55 minutes and 30 seconds east in the said northerly limit a distance of 1086.64 feet to an iron bar planted in the westerly limit of the Pelham Road;

**Thence** north 38 degrees and 15 minutes east along the said westerly limit a distance of 100.0 feet to an angle therein;

**Thence** north 37 degrees and 02 minutes east continuing along the said westerly limit a distance of 90.67 feet to an angle therein;

**Thence** north 27 degrees and 40 minutes east continuing along the said westerly limit a distance of 191.4 feet to an angle therein;

**Thence** north 20 degrees and 21 minutes east continuing along the said westerly limit a distance of 211.9 feet to an angle therein;

**Thence** north 9 degrees and 31 minutes east continuing along the said westerly limit a distance of 124.4 feet to a point in the southerly limit of a public travelled road running westerly through the said lot;

**Thence** north 7 degrees and 36 minutes west a distance of 42.5 feet to the intersection of the northerly limit of the said public travelled road with the westerly limit of the Pelham Road;

**Thence** north 1 degree and 19 minutes east along the said westerly limit of Pelham Road a distance of 132.0 feet to an angle therein;

**Thence** north 85 degrees and 11 minutes west continuing along the said westerly limit a distance of 9.7 feet to an angle therein;

**Thence** north 1 degree and 32 minutes west continuing along the said westerly limit a distance of 1775.6 feet to a stake; which said stake marks the place of beginning of the herein described parcel;

**Thence** north 1 degree and 32 minutes west along the said westerly limit a distance of 100.0 feet to a stake;

**Thence** south 87 degrees and 25 minutes west a distance of 210.0 feet to a stake;

**Thence** south 1 degree and 32 minutes east a distance of 100.0 feet to a stake;

**Thence** north 87 degrees and 25 minutes east a distance of 210.0 feet more or less to the place of beginning.

As described in Instrument No. 90796A.