

**For Office Use Only:**

File Number	<u>ANPL2023028</u>	Application Fee	<u>\$ 1599.00 ✓pd.</u>
Related File Number	<u>SPPL2015106, ZNPL2013203</u>	Conservation Authority Fee	<u>Yes</u>
Pre-consultation Meeting	<u>-</u>	Well & Septic Info Provided	<u>N/A</u>
Application Submitted	<u>Nov. 2, 2022</u>	Planner	<u>Hanne Yager</u>
Complete Application	<u>January 20, 2023</u>	Public Notice Sign	<u>-</u>

**Check the type of planning application(s) you are submitting.**

- ☐ Consent/Severance/Boundary Adjustment  
☐ Surplus Farm Dwelling Severance and Zoning By-law Amendment  
☒ Minor Variance  
☐ Easement/Right-of-Way

**Property Assessment Roll Number:** .....50247 0380**A. Applicant Information****Name of Owner** 1704365 Ontario Limited Nicole Diec

It is the responsibility of the owner or applicant to notify the planner of any changes in ownership within 30 days of such a change.

Address 4282 Hwy.#3 East Simcoe  
Town and Postal Code Simcoe ON N3Y 4K4  
Phone Number \_\_\_\_\_  
Cell Number 519 427 8479  
Email NICOLE.DIEC@GMAIL.COM

**Name of Applicant** Jim McFarlane MC Engineering  
Address box 1002  
Town and Postal Code simcoe  
Phone Number 519 428 6790  
Cell Number 519 427 3901  
Email jim@mcengineering.net

Name of Agent AS Applicant  
Address \_\_\_\_\_  
Town and Postal Code \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Cell Number \_\_\_\_\_  
Email \_\_\_\_\_

Please specify to whom all communications should be sent. Unless otherwise directed, all correspondence and notices in respect of this application will be forwarded to the agent noted above.

☐ Owner ☒ Agent ☐ Applicant

Names and addresses of any holder of any mortgagees, charges or other encumbrances on the subject lands:

#### B. Location, Legal Description and Property Information

1. Legal Description (include Geographic Township, Concession Number, Lot Number, Block Number and Urban Area or Hamlet):

Municipal Civic Address: 38 Harbour St. Port Dover

Present Official Plan Designation(s): URBAN WATERFRONT

Present Zoning: MARINE COMMERCIAL

2. Is there a special provision or site specific zone on the subject lands?

☒ Yes ☐ No If yes, please specify:

14.879

3. Present use of the subject lands:

CONDO.

4. Please describe **all existing** buildings or structures on the subject lands and whether they are to be retained, demolished or removed. If retaining the buildings or structures, please describe the type of buildings or structures, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application: *NEW CONDO*

5. If an addition to an existing building is being proposed, please explain what it will be used for (for example a bedroom, kitchen, or bathroom). If new fixtures are proposed, please describe.

6. Please describe **all proposed** buildings or structures/additions on the subject lands. Describe the type of buildings or structures/additions, and illustrate the setback, in metric units, from front, rear and side lot lines, ground floor area, gross floor area, lot coverage, number of storeys, width, length, and height on your attached sketch which must be included with your application: *SOIL SITE PLAN & REAL SURVEY*

7. Are any existing buildings on the subject lands designated under the *Ontario Heritage Act* as being architecturally and/or historically significant? Yes ☐ No ☒

If yes, identify and provide details of the building:

8. If known, the length of time the existing uses have continued on the subject lands:  
one year

9. Existing use of abutting properties:  
museum east, vacant lot west

10. Are there any easements or restrictive covenants affecting the subject lands?

☒ Yes ☐ No If yes, describe the easement or restrictive covenant and its effect:

~~boardwalk agreement~~

*EASEMENT OVER PTS. 1, 2 & 3 PLAN 37R 11558 INST. # NK158234*  
*ENDBRIDGE EASEMENT OVER ENTIRE PROPERTY INST. # NK152471*  
*ROLL CANADA EASEMENT OVER ENTIRE PROPERTY INST. # NK152472*

### C. Purpose of Development Application

Note: Please complete all that apply.

#### 1. Site Information

Existing

Proposed

Please indicate unit of measurement, for example: m, m<sup>2</sup> or %

Lot frontage	_____	_____
Lot depth	_____	_____
Lot width	_____	_____
Lot area	SEE BY-Law Amend 14.879 and Surveyor Certificate	_____
Lot coverage	_____	_____
Front yard	11.4 m	_____
Rear yard	_____	_____
Left Interior side yard	_____	_____
Right Interior side yard	2.89m	2.49m
Exterior side yard (corner lot)	_____	_____
Bldg Height	14.2 m	_____

#### 2. Please outline the relief requested (assistance is available):

0.40m relief of required sideyard

#### 3. Please explain why it is not possible to comply with the provision(s) of the Zoning By-law:

building completed

#### 4. Description of land intended to be severed in metric units:

Frontage:	N/A
Depth:	_____
Width:	_____
Lot Area:	_____
Present Use:	_____
Proposed Use:	_____
Proposed final lot size (if boundary adjustment):	_____

If a boundary adjustment, identify the assessment roll number and property owner of the lands to which the parcel will be added: N/A

Description of land intended to be retained in metric units:

Frontage: N/A

Depth: \_\_\_\_\_

Width: \_\_\_\_\_

Lot Area: \_\_\_\_\_

Present Use: \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Buildings on retained land: \_\_\_\_\_

5. Description of proposed right-of-way/easement in metric units:

Frontage: \_\_\_\_\_

Depth: \_\_\_\_\_

Width: \_\_\_\_\_

Area: \_\_\_\_\_

Proposed Use: \_\_\_\_\_

6. List all properties in Norfolk County, which are owned and farmed by the applicant and involved in the farm operation:

Owners Name: \_\_\_\_\_

Roll Number: \_\_\_\_\_

Total Acreage: \_\_\_\_\_

Workable Acreage: \_\_\_\_\_

Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_

Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_

Owners Name: \_\_\_\_\_  
Roll Number: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_  
Workable Acreage: \_\_\_\_\_  
Existing Farm Type: (for example: corn, orchard, livestock) \_\_\_\_\_  
Dwelling Present?: ☐ Yes ☐ No If yes, year dwelling built \_\_\_\_\_

**Note: If additional space is needed please attach a separate sheet.**

**D. Previous Use of the Property**

1. Has there been an industrial or commercial use on the subject lands or adjacent lands? ☐ Yes ☐ No ☐ Unknown  
If yes, specify the uses (for example: gas station, or petroleum storage): \_\_\_\_\_
  
2. Is there reason to believe the subject lands may have been contaminated by former uses on the site or adjacent sites? ☐ Yes ☐ No ☐ Unknown
  
3. Provide the information you used to determine the answers to the above questions: \_\_\_\_\_

4. If you answered yes to any of the above questions in Section D, a previous use inventory showing all known former uses of the subject lands, or if appropriate, the adjacent lands, is needed. Is the previous use inventory attached? ☐ Yes ☐ No

**E. Provincial Policy**

1. Is the requested amendment consistent with the provincial policy statements issued under subsection 3(1) of the *Planning Act, R.S.O. 1990, c. P. 13*? ☒ Yes ☐ No

If no, please explain:

2. It is owner's responsibility to be aware of and comply with all relevant federal or provincial legislation, municipal by-laws or other agency approvals, including the Endangered Species Act, 2007. Have the subject lands been screened to ensure that development or site alteration will not have any impact on the habitat for endangered or threatened species further to the provincial policy statement subsection 2.1.7? ☒ Yes ☐ No

If no, please explain:

3. Have the subject lands been screened to ensure that development or site alteration will not have any impact on source water protection? ☒ Yes ☐ No

If no, please explain:

Note: If in an area of source water Wellhead Protection Area (WHPA) A, B or C please attach relevant information and approved mitigation measures from the Risk Manager Official.

4. Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified? Please check boxes, if applicable.

**Livestock facility or stockyard** (submit MDS Calculation with application)

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Wooded area**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Municipal Landfill**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Sewage treatment plant or waste stabilization plant**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Provincially significant wetland (class 1, 2 or 3) or other environmental feature**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Floodplain**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Rehabilitated mine site**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Non-operating mine site within one kilometre**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Active mine site within one kilometre**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Industrial or commercial use (specify the use(s))**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Active railway line**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Seasonal wetness of lands**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Erosion**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_

**Abandoned gas wells**

☐ On the subject lands or ☐ within 500 meters – distance \_\_\_\_\_



## F. Servicing and Access

1. Indicate what services are available or proposed:

Water Supply

- ☒ Municipal piped water  
☐ Individual wells

- ☐ Communal wells  
☐ Other (describe below)
- 

Sewage Treatment

- ☒ Municipal sewers  
☐ Septic tank and tile bed in good working order

- ☐ Communal system  
☐ Other (describe below)
- 

Storm Drainage

- ☒ Storm sewers  
☐ Other (describe below)

- ☐ Open ditches
- 

2. Existing or proposed access to subject lands

- ☒ Municipal road  
☐ Unopened road

- ☐ Provincial highway  
☐ Other (describe below)

Name of road/street:

---

## G. Other Information

1. Does the application involve a local business? ☐ Yes ☒ No

If yes, how many people are employed on the subject lands?

---

2. Is there any other information that you think may be useful in the review of this application? If so, explain below or attach on a separate page.

---

#### H. Supporting Material to be submitted by Applicant

In order for your application to be considered complete, folded hard copies (number of paper copies as directed by the planner) and an **electronic version (PDF) of the site plan drawings, additional plans, studies and reports** will be required, including but not limited to the following details:

1. Concept/Layout Plan
2. All measurements in metric
3. Existing and proposed easements and right of ways *ATTACHED*
4. Parking space totals – required and proposed
5. All dimensions of the subject lands
6. Dimensions and setbacks of all buildings and structures
7. Location and setbacks of septic system and well from all existing and proposed lot lines, and all existing and proposed structures
8. Names of adjacent streets
9. Natural features, watercourses and trees

In addition, the following additional plans, studies and reports, including but not limited to, **may** also be required as part of the complete application submission:

- ☐ Zoning Deficiency Form
- ☐ On-Site Sewage Disposal System Evaluation Form (to verify location and condition)
- ☐ Environmental Impact Study
- ☐ Geotechnical Study / Hydrogeological Review
- ☐ Minimum Distance Separation Schedule
- ☐ Record of Site Condition
- ☐ Agricultural Impact Assessment

Your development approval might also be dependent on Ministry of Environment Conservation and Parks, Ministry of Transportation or other relevant federal or provincial legislation, municipal by-laws or other agency approvals.

**All final plans must include the owner's signature as well as the engineer's signature and seal.**

**K. Declaration**

I, Jim McFarlane of Norfolk County

solemnly declare that:

all of the above statements and the statements contained in all of the exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of *The Canada Evidence Act*.

Declared before me at:

SIMCOE, ONT

[Signature]  
Owner/Applicant/Agent Signature

In NORFOLK County

This 2<sup>nd</sup> day of NOVEMBER 2022

A.D., 20      

[Signature]  
A Commissioner, etc.

Sherry Ann Mott, a  
Commissioner, etc., Province of Ontario,  
for the Corporation of Norfolk County.  
Expires January 5, 2023.

ATTACHED

### I. Transfers, Easements and Postponement of Interest

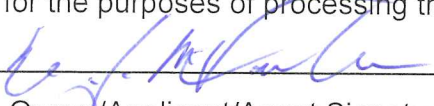
The owner acknowledges and agrees that if required it is their solicitor's responsibility on behalf of the owner for the registration of all transfer(s) of land to the County, and/or transfer(s) of easement in favour of the County and/or utilities. Also, the owner further acknowledges and agrees that it is their solicitor's responsibility on behalf of the owner for the registration of postponements of any charges in favour of the County.

### Permission to Enter Subject Lands

Permission is hereby granted to Norfolk County officers, employees or agents, to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

### Freedom of Information

For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, I authorize and consent to the use by or the disclosure to any person or public body any information that is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P. 13 for the purposes of processing this application.

  
Owner/Applicant/Agent Signature

Nov. 2 / 22  
Date

Jim McFarlane

### J. Owner's Authorization

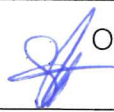
If the applicant/agent is not the registered owner of the lands that is the subject of this application, the owner must complete the authorization set out below.

I/We Nicole Diec 1704365 Ont. Ltd. am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize Jim McFarlane MC Engineering to make this application on my/our behalf and to provide any of my/our personal information necessary for the processing of this application. Moreover, this shall be your good and sufficient authorization for so doing.

NICOLE DIEC

OCT. 21 / 22

  
Owner

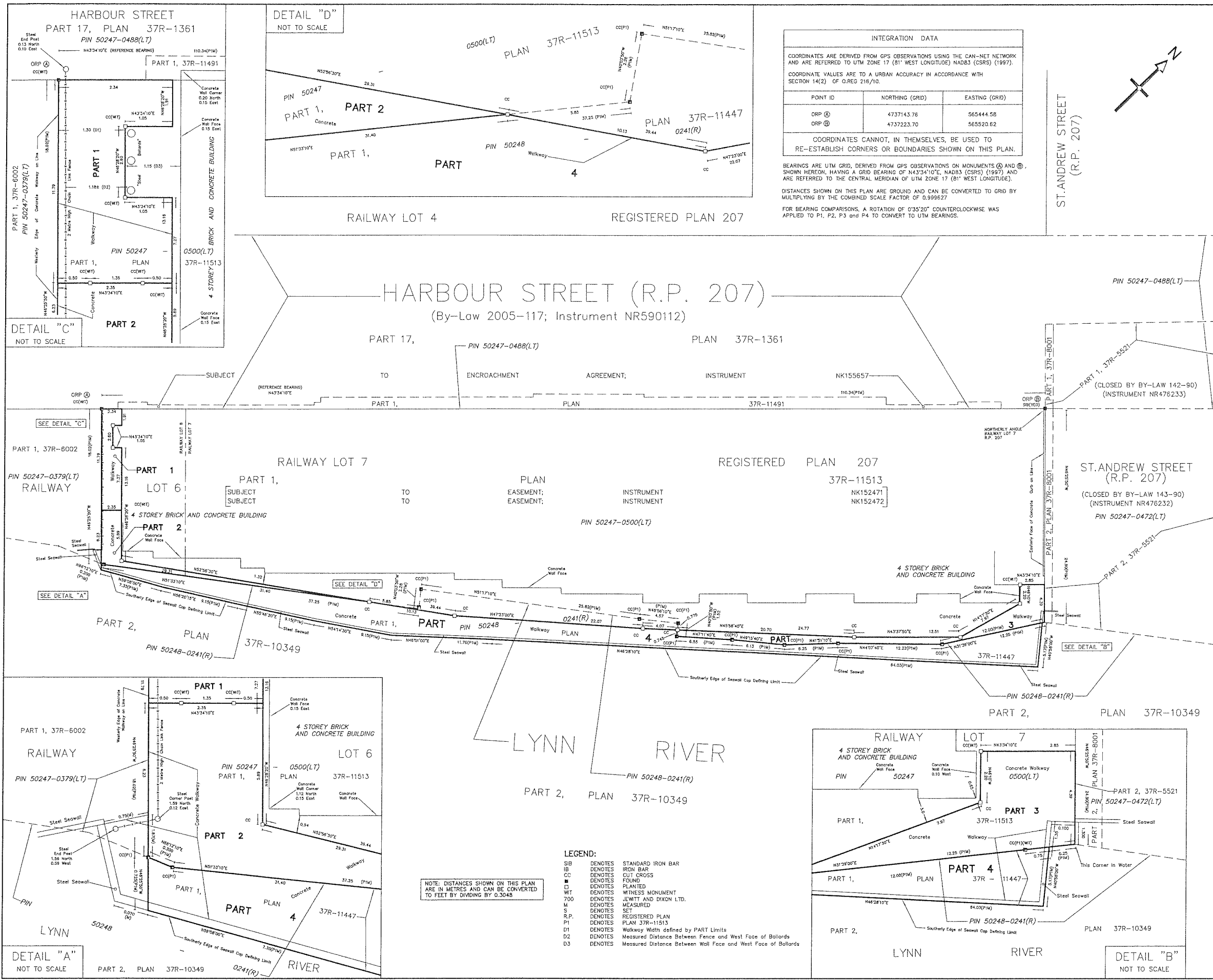
Date

X  
Owner

Date

LOT 6	LOT 7
-------	-------





I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT AND THE REGISTRY ACT.

September 13, 2022

PLAN 37R-11558

RECEIVED AND DEPOSITED

2022/09/16

Michael W. Yeo

REPRESENTATIVE FOR THE LAND TITLES DIVISION AND THE REGISTRY DIVISION OF NORFOLK (No. 37)

PART	LOCATION	PIN
1	PART OF RAILWAY LOT 6, PLAN 207	PART OF PIN 50247-0500(LT)
2	PART OF RAILWAY LOTS 6 AND 7, PLAN 207	PART OF PIN 50247-0500(LT)
3	PART OF RAILWAY LOT 7, PLAN 207	PART OF PIN 50247-0500(LT)
4	PART OF THE BED OF LYNN RIVER OPPOSITE RAILWAY LOTS 7, 8, 9 AND 10 PLAN 207; AND OPPOSITE LOTS 25, 26, 27, AND 28, BLOCK 80, PLAN 207; AND OPPOSITE ST. ANDREW STREET, PLAN 207; AND OPPOSITE PART OF RAILWAY LOT 5, PLAN 207; (AKA PT LAND UNDER LYNN RIVER, PLAN 207); NORFOLK COUNTY	PART OF PIN 50248-0241(R)

PARTS 1, 2 AND 3 COMPRISE PART OF PIN 50247-0500(LT).  
PART 4 COMPRISES PART OF PIN 50248-0241(R).  
PARTS 1, 2 AND 3 ARE SUBJECT TO EASEMENT AS SET OUT IN INSTRUMENT NK152471.  
PARTS 1, 2 AND 3 ARE SUBJECT TO EASEMENT AS SET OUT IN INSTRUMENT NK152472.

PLAN OF SURVEY  
PART OF RAILWAY LOTS 6 AND 7,  
PLAN 207  
AND  
PART OF THE BED OF LYNN RIVER  
OPPOSITE RAILWAY LOTS 7, 8, 9  
AND 10 PLAN 207; AND OPPOSITE  
LOTS 25, 26, 27, AND 28, BLOCK 80,  
PLAN 207; AND OPPOSITE  
ST. ANDREW STREET, PLAN 207; AND  
OPPOSITE PART OF RAILWAY LOT 6,  
PLAN 207;  
(AKA PT LAND UNDER LYNN RIVER,  
PLAN 207);  
NORFOLK COUNTY

SCALE: 1:200  
0 4 8 12 16 METRES  
VALLEE & YEO LIMITED

SURVEYOR'S CERTIFICATE:  
1. I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE REGISTRY ACT, AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE 11 DAY OF JULY, 2022.

DATE: JULY 12, 2022

Michael W. Yeo

Michael W. Yeo  
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-36421.

vallee & yeo limited

ONTARIO LAND SURVEYOR  
2 TALBOT STREET NORTH, SIMCOE, ON N3Y 3W4  
PHONE: 519 426-6270 FAX 519 426-6277  
michael.yeo@valleeyeo.ca

DRAWN BY: M.W.Y.	CHECKED BY: M.W.Y.	CLIENT: DOVER WHARF	DWG: 13-036 WALKWAY
------------------	--------------------	---------------------	---------------------



# vallee & yeo

*Ontario Land Surveyor*



September 15, 2022

Mohammad Alam  
Principal Planner  
Community Development Division, Norfolk County  
185 Robinson Street,  
Simcoe, Ontario, N3Y 5L6

**Attention: Mohammad Alam**

**Reference: Certification of Zoning Compliance:  
Dover Wharf Condominium, Port Dover, Norfolk County**

By this letter, I hereby certify that the as-built location of the foundation for the **DOVER WHARF CONDOMINIUM** building satisfies the requirements of the applicable **Zoning By-Law 1-Z-2014** for the County of Norfolk; as amended by **Special Provision 14.879**, with the following exception:

14.879 b) minimum interior side yard (right) - 2.89 metres (REQUIRED)

- 2.49 metres (MEASURED)

**0.40 Metre DEFICIENCY**

Yours very truly,

Michael W. Yeo., President  
**VALLEE & YEO LIMITED**  
Ontario Land Surveyor

I:\Jobs\2013\13-036\DOVERWHARFZoningCertification.doc

14.877 In addition to the *permitted* uses of the RH Zone, an *apartment dwelling* house with a maximum of fourteen (14) *dwelling units*, shall also be *permitted*.

In lieu of the corresponding provisions in the RH Zone, the following shall apply:

- a) minimum *lot area* – 14,000 square metres;
- b) minimum *lot frontage* – 30 metres;
- c) minimum *front yard* – 9 metres;
- d) minimum *interior side yard* – 4 metres;
- e) minimum *rear yard* – 9 metres;
- f) maximum *building height* – 11 metres.

The *apartment dwelling* shall be *permitted* with private water servicing and waste water servicing, subject to any applicable regulatory approvals. [2-Z-2015]

14.878 Notwithstanding the provisions of the ML Zone, the following shall apply;

- a) Minimum required *parking spaces* – 7. [2-Z-2015]

14.879 In addition to the permitted uses of the CMT Zone, an *apartment dwelling* with a maximum of forty eight (48) *dwelling units* shall be *permitted*. [4-Z-2015]

In lieu of the corresponding provisions in the CMT Zone, the following shall apply:

- a) minimum *front yard* setback – 0 metres;
- b) minimum *interior side yard* (right) – 2.89 metres;
- c) minimum *rear yard* setback – 1.40 metres;
- d) minimum *lot coverage* – 92 percent;
- e) maximum *building height* – 14.20 metres;
- f) minimum required *parking spaces* – forty eight (48);
- g) *parking space* width adjacent to a wall – 3.0 metre.

14.880 In lieu of the corresponding provisions of the RH Zone, the following shall apply:

- a) maximum *building height* of the accessory to residential building (existing metal barn) – 7.15 metres;
- b) maximum *usable floor area* of the accessory to residential building – 501.7 square metres;
- c) the accessory to residential building shall be used for personal storage only. [8-Z-2015]



1704365 Ontario Limited  
4282 Highway 3 East  
Simcoe, ON  
N3Y 4K4

000145

DATE 20 22-10-21  
Y Y Y Y M M D D

PAY to  
the order of

NORFOLK COUNTY

\$ 1599.92

ONE THOUSAND FIVE HUNDRED NINETY NINE - 99

100

DOLLARS



Meridian

MERIDIAN CREDIT UNION  
95 QUEENSWAY DR. W., UNIT 9  
SIMCOE, ON N3Y 2M8

1704365 Ontario Limited

RE

MIN. VAR. APP.

PER

⑈000145⑈ ⑈00142⑈837⑈010056823⑈71⑈

**Properties**

PIN 50247 - 0500 LT Interest/Estate Easement ☒ Add Easement

Description SERVIENT LANDS: PART OF RAILWAY LOT 6, PLAN 207 AND RAILWAY LOT 7, PLAN 207, PART 1, PLAN 37R11513; NORFOLK COUNTY.

DOMINANT LANDS: SEE SCHEDULE.

Address 38 HARBOUR STREET  
PORT DOVER

**Consideration**

Consideration \$2.00

**Transferor(s)**

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

Name 1704365 ONTARIO LIMITED

Address for Service 4282 Highway 3, R. R. #5  
Simcoe, Ontario N3Y 4K4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Transferee(s)**

Capacity

Share

Name BELL CANADA

Address for Service Right of Way Control Centre  
140 Bayfield St. FL2  
Barrie, Ontario L4M 3B1

**Statements**

Schedule: See Schedules

**Signed By**

Patricia Susanne Trim 99 Stanley Street acting for Signed 2022 04 20  
Ayr Transferor(s)  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

I have the authority to sign and register the document on behalf of all parties to the document.

Patricia Susanne Trim 99 Stanley Street acting for Signed 2022 04 20  
Ayr Transferee(s)  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

ROBSON CARPENTER LLP 99 Stanley Street 2022 04 20  
Ayr  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Provincial Land Transfer Tax \$0.00

Total Paid \$66.30

**File Number**

Transferor Client File Number : 17514 RG/TT

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 50247 - 0500 SERVIENT LANDS: PART OF RAILWAY LOT 6, PLAN 207 AND RAILWAY LOT 7, PLAN 207, PART 1, PLAN 37R11513; NORFOLK COUNTY.

DOMINANT LANDS: SEE SCHEDULE.

BY: 1704365 ONTARIO LIMITED

TO: BELL CANADA

1. SARAH GOWLAND, MUNICIPAL LIASON

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 BELL CANADA 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 deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(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))	\$2.00
(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	\$2.00

4.

Explanation for nominal considerations:

s) other: Transfer of Easement for a Utility Line as Defined in the Ontario Energy Board Act, 1998.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (b) This is not a conveyance of "designated land".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 37 Registration No. NK152472 Date: 2022/04/20

B. Property(s): PIN 50247 - 0500 Address 38 HARBOUR STREET  
PORT DOVER Assessment - Roll No

C. Address for Service: Right of Way Control Centre  
140 Bayfield St. FL2  
Barrie, Ontario L4M 3B1

D. (i) Last Conveyance(s): PIN 50247 - 0500 Registration No. NK46801  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Patricia Susanne Trim  
99 Stanley Street  
Ayr N0B 1E0

**SCHEDULE**

**WHEREAS** the Transferee is the owner in fee simple of those lands and premises (the "Transferee's lands") being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto, PIN #21403-0082.

**AND WHEREAS** the Transferor is the owner in fee simple of the lands described as **Part of Railway Lot 6, Plan 207 and Railway Lot 7, Plan 207, being Part 1 on Reference Plan 37R-11513, County of Norfolk; BEING ALL OF PIN 50247-0500 (LT)** (the "Property");

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the transferor grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, a free and unencumbered non-exclusive easement (the "Easement") in perpetuity upon, over, in, under and across the Property:

1. the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "Facilities") or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduit structures, markers, poles, anchors, guys, maintenance holes, fixtures, equipment, and all appurtenances thereto.
2. the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Property.
3. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

**THE TRANSFEROR** shall have the right to fully use and enjoy the Property provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate within the location of the Facilities so as to interfere with the Facilities. The Transferor shall make no changes, alterations or additions to any part of the Property that would affect the Facilities and/or the rights hereby granted.

**THE TRANSFEE** shall be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately.

**THE TRANSFEE** covenants and agrees with the Transferor that:

1. prior to the exercise of its rights hereby granted, Transferee shall obtain approval of the Transferor to the location of the Facilities, which approval shall not be unreasonably withheld, and which approval shall be granted by the Transferor's execution of the Transferee's construction plans, or other documentation evidencing the location of the Facilities.
2. as long as the Transferor's lands are used for the purpose of a residential subdivision or condominium, the placement of residential buildings and accessory structures on the Transferor's lands will not be considered an encroachment on the rights herein described unless such placement results in an actual interference, as determined by the Transferee, with the Facilities.
3. upon registration of the Property as a condominium plan or a part (including a phase) thereof, the Transferor shall be released from its obligations to the Transferee under this instrument in respect of that part of the Property included in such condominium plan, which obligations shall then become the obligations of the resulting condominium corporation, and this Easement, with respect to that part of the Property, shall only affect and be in effect with respect to those parts of the lands designated as common elements of the resulting condominium plan and shall not extend to or cover those parts of the building(s) within the Property which as a result of such registration are legally described as units in the registered condominium plan.

The Transferee and the Transferor hereto acknowledge and agree that:

1. When any part of the Property becomes part of a registered condominium plan, the associated condominium corporation shall be responsible to the Transferee for any damage to the Transferee's works caused by the condominium corporation, its servants, agents, workers or employees and there shall be no further liability on the part of the Transferor except in respect of damage to the Transferee's works caused by the Transferor, its servants, agents, workers or employees.
2. Despite the granting of this Easement the same shall not and does not impair, restrict or prohibit the construction within the Property of any existing or future building, structure, roadway, driveway, service, Common Services, landscape or other feature or other component provided for, permitted by or required by any:
  - a. municipal approved site, landscape, grading, drainage, storm water management or similar plan or any applicable municipal development agreement;
  - b. or provided the same is constructed with a municipal building permit.

For clarity nothing permitted by this Easement can be installed, constructed or placed so as to cause any significant impairment to any building, structure, roadway, driveway, service, other Common Services, landscape or other feature or other component provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, storm water management or similar plan or any applicable municipal development agreement or constructed with a municipal building permit. It is recognized that the right to construct and maintain buildings, structures, roadways, driveways, services, Common Services, landscape or other features or other components provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, storm water management or similar plan or any applicable municipal development agreement or constructed with a municipal building permit is preeminent to the rights granted by this Easement. Notwithstanding the aforementioned, any construction and maintenance of buildings, structures, roadways, driveways, services, Common Services, landscape or other features or other components provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, storm water management or similar plan or any applicable municipal development agreement or constructed with a municipal building permit, shall not interfere, as determined by the Transferee, with the Facilities.

"Common Services" mean any and all street lighting on any internal roadway (not including private driveways), and all curbs, sidewalks, visitor parking spaces, pipes, wires, vents, ducts, cables, conduits, sewers (both storm and sanitary), service connections, electricity transformer(s), stormwater swales, storm water collection basins and related pump(s) and equipment and conduits, sump pumps, sump pump pits, weeping tiles and/or other conduits, telecommunication signal transmission and reception facilities and lines, water mains, fire hydrants, telephone cables and access transmission lines and public and private utility lines that, without limiting the generality of the foregoing, provide or transmit, walkways, power, electricity, communication facilities, water, fuel, stormwater and other drainage, and/or sewage disposal.

**THE TRANSFEROR** covenants and agrees with the Transferee that any relocation of the Facilities placed by the Transferee pursuant to the terms of this Easement, if such relocation is requested by the Transferor, and if such relocation can be accommodated by the Transferee as determined by the Transferee, shall be at the sole cost and expense of the Transferor.

**NOTWITHSTANDING** any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Property, title to the Facilities shall nevertheless remain in the Transferee.

**THE TRANSFEE**, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option. However, if requested by the Transferor, the Transferee shall remove all above grade facilities and restore the Property to its original condition.

**THIS AGREEMENT** including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Properties**

PIN 50247 - 0500 LT Interest/Estate Easement ☒ Add Easement

Description SERVIENT LANDS: PART OF RAILWAY LOTS 6 AND 7, PLAN 207, PARTS 1, 2 AND 3, 37R-11558; NORFOLK COUNTY.

BEING PART OF PIN 50247-0500 (LT).

THIS IS AN EASEMENT IN GROSS.

Address 38 HARBOUR STREET  
PORT DOVER

**Consideration**

Consideration \$2.00

**Transferor(s)**

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

Name 1704365 ONTARIO LIMITED

Address for Service 4282 Highway 3, R. R. #5  
Simcoe, Ontario N3Y 4K4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.  
This document is not authorized under Power of Attorney by this party.

**Transferee(s)**

Capacity

Share

Name THE CORPORATION OF NORFOLK COUNTY

Address for Service 50 Colborne Street South, Simcoe, Ontario, N3Y 4H3

**Statements**

Schedule: See Schedules

**Signed By**

Patricia Susanne Trim 99 Stanley Street acting for Signed 2022 10 07  
Ayr Transferor(s)  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

I have the authority to sign and register the document on behalf of all parties to the document.

Patricia Susanne Trim 99 Stanley Street acting for Signed 2022 10 07  
Ayr Transferee(s)  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

ROBSON CARPENTER LLP 99 Stanley Street 2022 10 07  
Ayr  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30

Provincial Land Transfer Tax \$0.00

Total Paid \$66.30

**File Number**

Transferor Client File Number : 17514 RG/TT

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 50247 - 0500 SERVIENT LANDS: PART OF RAILWAY LOTS 6 AND 7, PLAN 207, PARTS 1, 2 AND 3, 37R-11558; NORFOLK COUNTY.

BEING PART OF PIN 50247-0500 (LT).

THIS IS AN EASEMENT IN GROSS.

BY: 1704365 ONTARIO LIMITED

TO: THE CORPORATION OF NORFOLK COUNTY

1. KRISTAL CHOPP, MAYOR AND I, TERESA OLSEN, 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 NORFOLK COUNTY described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph (c) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph (c) 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	\$2.00
(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))	\$2.00
(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	\$2.00

4.

Explanation for nominal considerations:

- o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (b) This is not a conveyance of "designated land".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 37 Registration No. NK158234 Date: 2022/10/07

B. Property(s): PIN 50247 - 0500 Address 38 HARBOUR STREET  
PORT DOVER  
Assessment -  
Roll No

C. Address for Service: 50 Colborne Street South, Simcoe, Ontario, N3Y 4H3

D. (i) Last Conveyance(s): PIN 50247 - 0500 Registration No. NK152472  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Patricia Susanne Trim  
99 Stanley Street  
Ayr N0B 1E0

#### TERMS OF BOARDWALK EASEMENT

Servient Lands:

PART OF RAILWAY LOTS 6 AND 7, PLAN 207, BEING PARTS 1, 2 and 3 ON PLAN 37R-11558;  
NORFOLK COUNTY

Being Part of PIN 50247-0500(LT)

The Transferor hereby transfers, grants and conveys an easement in gross to the Transferee on and over the Servient Lands for the purposes of keeping, operating, and maintaining a pathway along the Servient Lands in accordance with the terms of the Boardwalk Easement Agreement between the Transferee and Transferor dated the 5<sup>th</sup> of October, 2022 (the "Boardwalk Easement Agreement"). Included in this transfer, grant and conveyance of easement is the right of Norfolk County of a free uninterrupted and undisturbed right and easement in perpetuity to enter upon the Servient Lands for the purpose of keeping and maintaining a pathway. Such easement permits ingress and egress by Norfolk County and the general public on and over the Servient Lands. For such purposes, Norfolk County shall have access to the Servient Lands at all times, by its servants, employees, invitees, and workers. All of the foregoing is subject to the provisions in the Boardwalk Easement Agreement.

The Transferor covenants, promises and agrees not to erect upon the Servient Lands any buildings, structures or other obstructions of any nature whatsoever, save and except any features approved in writing by the Norfolk County.

The Transferor and the Transferee hereby agree to maintain, repair, and replace the pathway on the Servient Lands in accordance with the Boardwalk Easement Agreement.

The burden of this easement hereby reserved shall run with the Servient Lands and shall enure to the benefit and be binding upon the Transferor, its successors and assigns, and the benefit of this easement hereby reserved shall enure to the benefit of the Transferee, its successors and assigns.



**Properties**

PIN 50247 - 0500 LT Interest/Estate Easement ☒ Add Easement  
Description SERVIENT LANDS: PART OF RAILWAY LOT 6, PLAN 207 AND RAILWAY LOT 7, PLAN 207,  
PART 1, PLAN 37R11513; NORFOLK COUNTY  
DOMINANT LANDS: SEE SCHEDULE  
THIS IS AN EASEMENT IN GROSS.  
Address 38 HARBOUR STREET  
PORT DOVER

**Consideration**

Consideration \$2.00

**Transferor(s)**

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

Name 1704365 ONTARIO LIMITED  
Address for Service 4282 Highway 3, R. R. #5  
Simcoe, Ontario N3Y 4K4

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

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

Name ENBRIDGE GAS INC.  
Address for Service 50 Keil Drive North  
Chatham, ON  
N7M 5M1

**Statements**

Schedule: See Schedules

**Signed By**

Patricia Susanne Trim 99 Stanley Street acting for Signed 2022 04 20  
Ayr Transferor(s)  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

I have the authority to sign and register the document on behalf of all parties to the document.

Patricia Susanne Trim 99 Stanley Street acting for Signed 2022 04 20  
Ayr Transferee(s)  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

ROBSON CARPENTER LLP 99 Stanley Street 2022 04 20  
Ayr  
N0B 1E0

Tel 519-632-1327

Fax 519-632-1328

**Fees/Taxes/Payment**

Statutory Registration Fee \$66.30  
Provincial Land Transfer Tax \$0.00  
Total Paid \$66.30

**File Number**

Transferor Client File Number :

17514 RG/TT

---

**LAND TRANSFER TAX STATEMENTS**

---

In the matter of the conveyance of: 50247 - 0500 SERVIENT LANDS: PART OF RAILWAY LOT 6, PLAN 207 AND RAILWAY LOT 7, PLAN 207, PART 1, PLAN 37R11513; NORFOLK COUNTY

DOMINANT LANDS: SEE SCHEDULE

THIS IS AN EASEMENT IN GROSS.

---

BY: 1704365 ONTARIO LIMITED

TO: ENBRIDGE GAS INC.

---

1. CHARLENE PARENT, LANDS ADVISOR, LAND SERVICES

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 ENBRIDGE GAS INC. 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	\$2.00
(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))	\$2.00
(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	\$2.00

---

4.

Explanation for nominal considerations:

o) Transfer of easement or right of way for no consideration.

---

5. The land is subject to encumbrance

---

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (b) This is not a conveyance of "designated land".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.
- 

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement

LRO 37 Registration No. NK152471 Date: 2022/04/20

B. Property(s): PIN 50247 - 0500 Address 38 HARBOUR STREET  
PORT DOVER Assessment -  
Roll No

C. Address for Service: 50 Keil Drive North  
Chatham, ON  
N7M 5M1

D. (i) Last Conveyance(s): PIN 50247 - 0500 Registration No. NK46801

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Patricia Susanne Trim  
99 Stanley Street  
Ayr N0B 1E0

## MAINTENANCE EASEMENT - CONDOMINIUM

(hereinafter called the "Easement")

Between **1704365 Ontario Limited**  
(hereinafter called the "Transferor")

and

**ENBRIDGE GAS INC.**  
(hereinafter called the "Transferee")

This is an Easement in Gross

WHEREAS the Transferor has requested the Transferee to supply natural gas to the buildings and premises located within the property more particularly described as:

**PIN:** 50247-0500 (LT)

**Legal Description:** Part of Railway Lot 6, Plan 207, and Railway Lot 7, Plan 207, being Part 1 on Reference Plan 37R-11513, Norfolk County

(hereinafter called the "Property")

WHEREAS to comply with the request of the Transferor the Transferee shall construct or has constructed a natural gas Pipeline (hereinafter called, the "Pipeline") to and on the Property;

AND WHEREAS for the purpose of operating, repairing and maintaining the Pipeline the Transferee requires the right to enter upon the Property;

AND WHEREAS it has been deemed necessary and expedient to give to the Transferee the right to enter upon the Property for the purpose hereafter described;

AND WHEREAS the Transferor is the owner of all the Property;

NOW THEREFORE THIS EASEMENT WITNESSETH that for and in consideration of the sum of: **TWO DOLLARS 00/100 (\$2.00)**, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Transferee shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the Property and upon the buildings located thereon to survey, construct, lay, use, install, repair, inspect, replace, remove, renew, expand, enlarge, alter, reconstruct, brush, clear trees and vegetation, operate and maintain the Pipeline in, on and under the Property, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment (hereinafter called the "Works") which the Transferee may deem necessary or convenient thereto for the purpose of the furnishing of natural gas to the Property and to any buildings or other sources of outlet from time to time existing upon the Property, together with the right and licence of free uninterrupted and unobstructed access to the Property, excluding buildings and sources of outlet for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this Easement.
2. The Transferee will at its expense as soon as reasonably possible after the construction by the Transferee of the Pipeline or other exercise of its rights hereunder remove all surplus soil and debris from the Property and restore it to its former state so far as is reasonably practicable.
3. The Transferor agrees that before the commencement of any work which may affect the Pipeline on the Property, they will advise the Transferee of their intent to do so.
4. The Transferor and Transferee acknowledge and agree that the transfer of such easement or licence as set out above was and remains conditional upon the following:
  - a) The lands encumbered by this Easement are being developed for residential condominium purposes;
  - b) The Easement is not intended to encumber the units in the condominium after its/their registration and creation from time to time;

- c) The Condominium Corporation(s) shall have the right to request and receive a release of such easement from the units from the Transferee provided that the Condominium Corporation should be responsible for the preparation and registration of such release and the procurement of any approvals required thereby; and
  - d) The Easement granted herein is non-exclusive and except as specifically set out herein, shall not prevent the development, construction and occupation of the proposed residential condominium buildings and the related site works and development provided the same are completed in accordance with municipality approved plans.
- 5. It is further agreed that the Transferee shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Easement or anything done or maintained by the Transferee hereunder or intended so to be and the Transferee shall at all times indemnify and save harmless the Transferor from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Transferee shall not be liable under the clause to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Transferor.
- 6. The Transferor and Transferee covenant and agree that if the Transferor requires the relocation of the Pipeline or the Works, the Transferor shall give reasonable notice in writing thereof to the Transferee and shall bear the entire cost of such relocation. If the Transferee requires relocation of the Pipeline or the Works, the Transferee shall bear the entire cost of the relocation.
- 7. Notwithstanding any rule of law or equity, the Pipeline constructed by the Transferee hereunder together with the Works, shall be deemed to be the property of the Transferee, even though the same may have been annexed or affixed to the Property. Save and except as the same may be located in any building in which event this shall be the property of the owner from time to time of the building in which the same is located, unless otherwise agreed.
- 8. The Transferee shall have the absolute right to assign or transfer its rights hereunder in whole or in part to any other utility company or entity engaged in the business of supplying natural gas to consumers and in the case of such transfer, the Transferee shall not be obligated to give any other party hereto notice of such assignment or transfer.
- 9. Despite the rights granted herein, but subject to clause (3) hereof, the same shall not and do not impair, restrict or prohibit the existing or future construction within the said property of any existing or future building constructed with a municipal building permit, or any building, structure, roadway, driveway, service, landscape or other feature or other component provided for, permitted by or required by any municipal approved site, landscape, grading, drainage, servicing storm water management or similar plan or any applicable municipal development agreement provided the same does not interfere with the Pipeline or the Works.
- 10. This Easement shall extend to, be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.
- 11. (a) The Transferee represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.
- (b) The Transferee shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraph 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.
- (c) The Transferee shall indemnify and save harmless the Transferor from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Easement. The Transferee's obligations under this Clause shall survive this Easement.

12. The Transferor hereby acknowledges that this Easement will be registered electronically.

Dated this 7<sup>th</sup> day of April 2022.

1704385 Ontario Limited



Signature (Transferor)

Ngoc Thanh Diec, President

Print Name(s) (and position held if applicable)

I have authority to bind the Corporation.

Address (Transferor)

Signature (Transferor)

Print Name(s) (and position held if applicable)

Address (Transferor)

ENBRIDGE GAS INC. |



Signature (Transferor)

Charlene Parent, Land Advisor, Land Services

Name & Title (Enbridge Gas Inc.)

I have authority to bind the Corporation.

416-420-2557

Telephone Number (Enbridge Gas Inc.)

Additional Information: (if applicable):

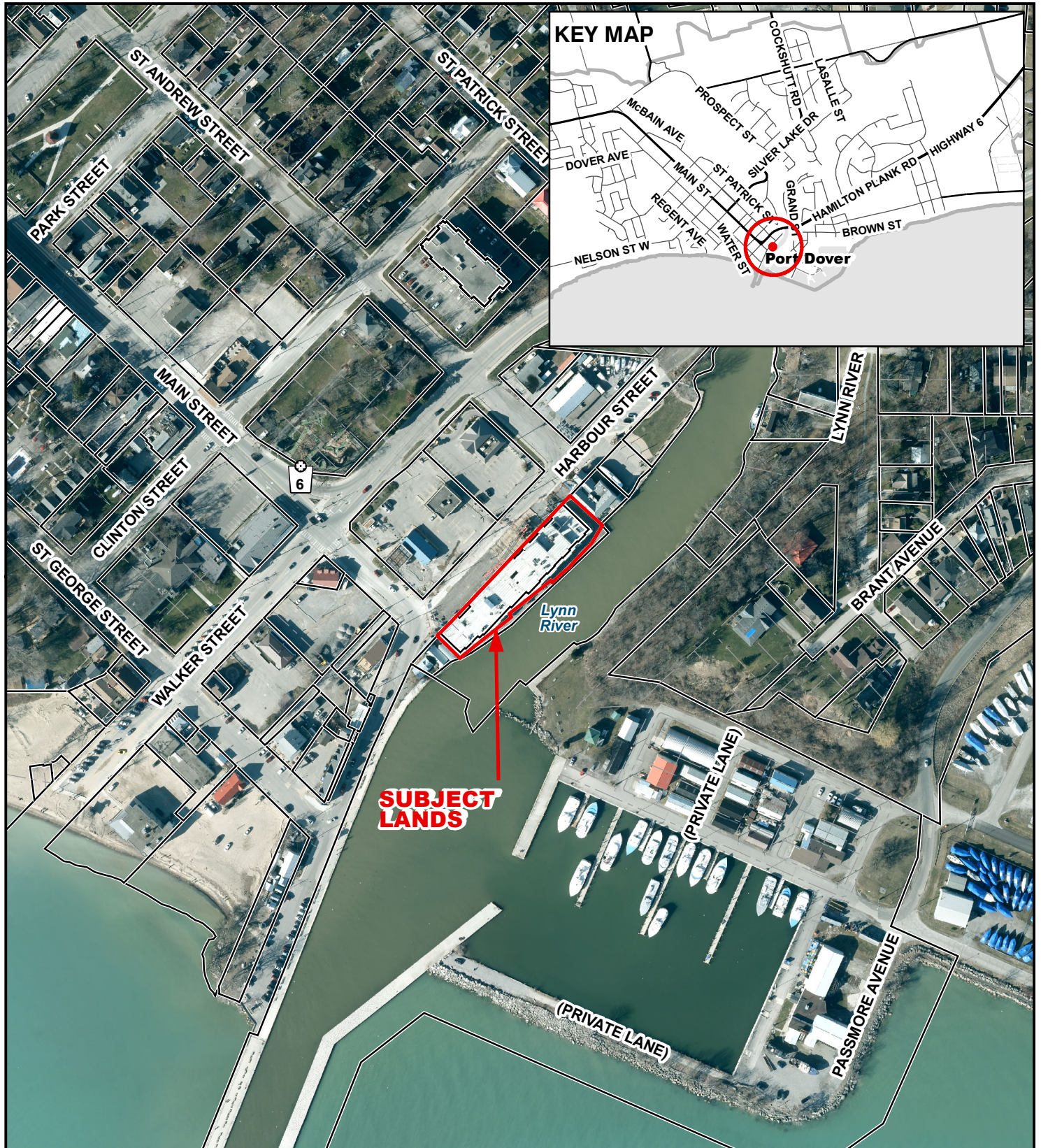
Property Address:

HST Registration Number:



CONTEXT MAP

Urban Area of PORT DOVER

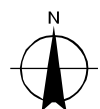


Legend

Subject Lands

2020 Air Photo

1/24/2023



20 10 0 20 40 60 80 Meters

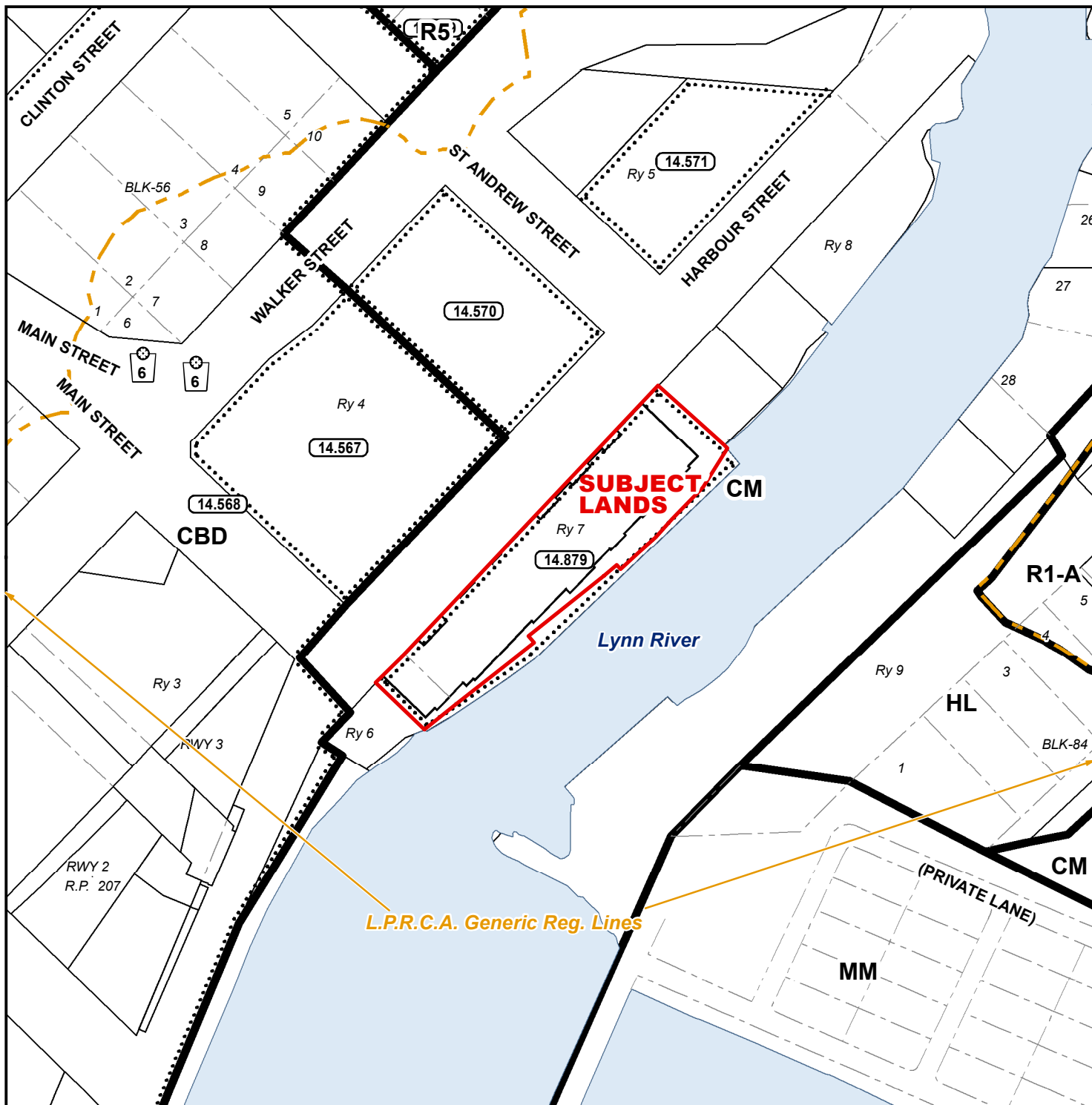


# MAP B

## ZONING BY-LAW MAP

Urban Area of PORT DOVER

ANPL2023028



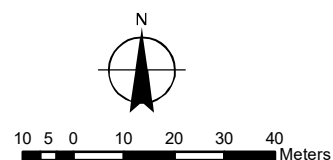
### LEGEND

- Subject Lands
- LPRCA Generic RegLines

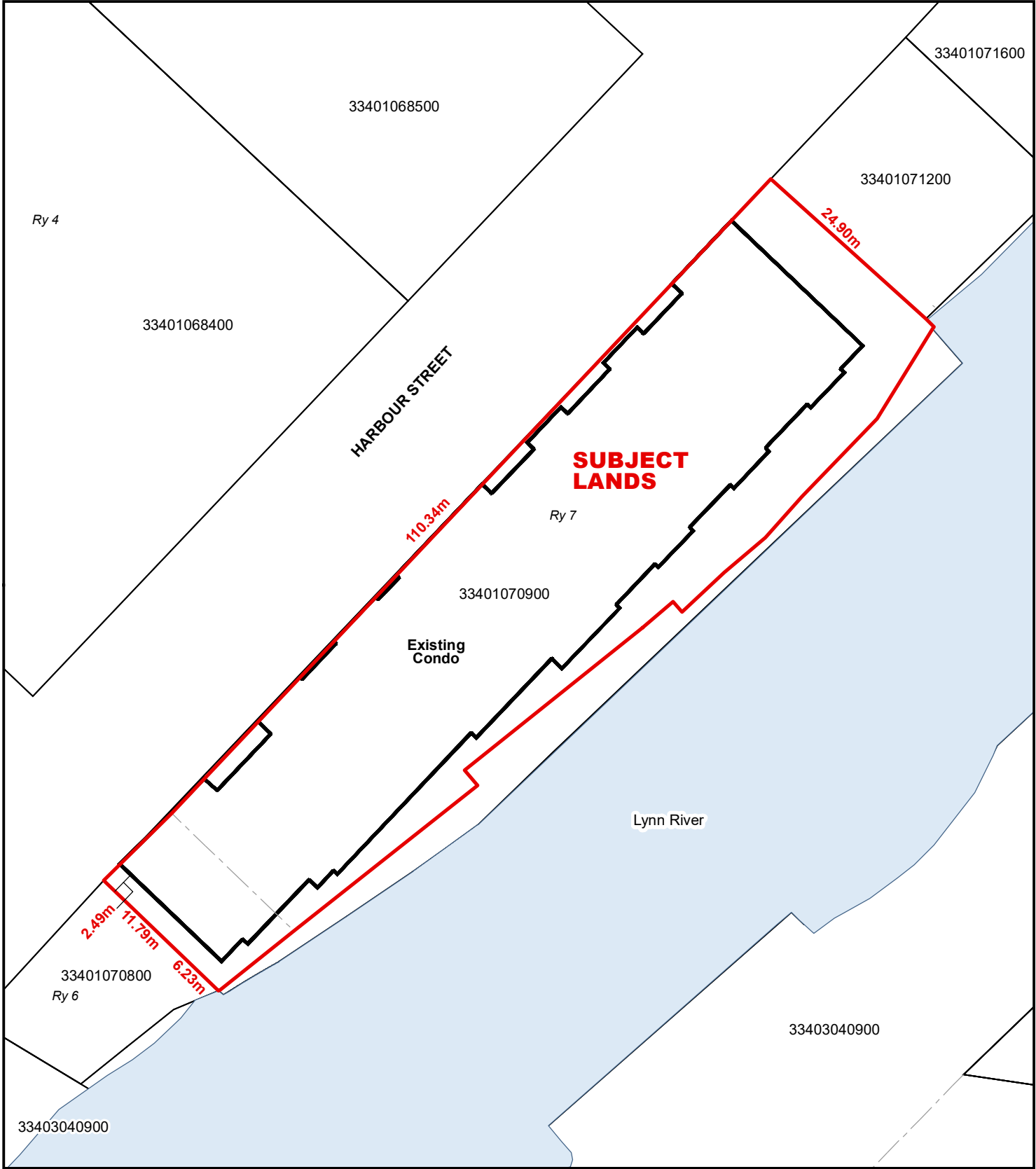
ZONING BY-LAW 1-Z-2014

1/24/2023

- (H) - Holding
- CBD - Central Business District Zone
- CM - Marine Commercial Zone
- HL - Hazard Land Zone
- MM - Marine Industrial Zone
- R1-A - Residential R1-A Zone
- R5 - Residential R5 Zone

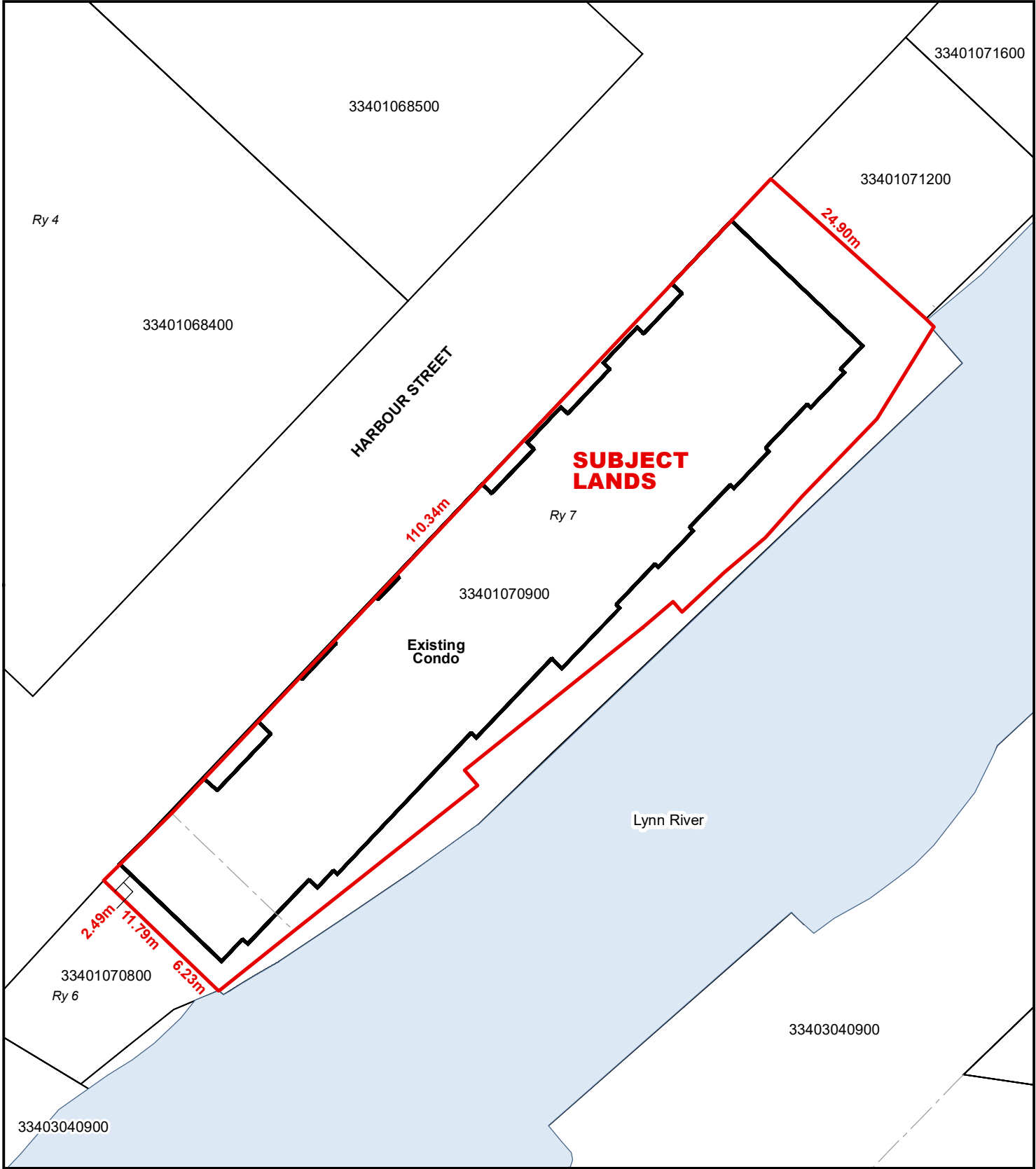







**LOCATION OF LANDS AFFECTED**  
**CONCEPTUAL PLAN**  
Urban Area of PORT DOVER

ANPL2023028



**Legend**

 Subject Lands

1/24/2023

