



THE CORPORATION OF THE TOWN OF COBOURG

**BY-LAW NUMBER 028-2019**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF AN EASEMENT AGREEMENT WITH KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD (KPRDSB) AND THE CORPORATION OF THE TOWN OF COBOURG**

**WHEREAS** section 8(1) of the *Municipal Act, 2001* shall be interpreted broadly as to confer broad authority on the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

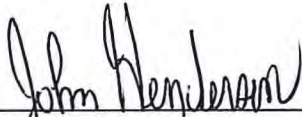
**WHEREAS** Section 9 of the *Municipal Act, 2001*, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** the request for easement agreement for Part of PIN 51092-0090 (LT) – PT LT D PL 44 & PT of Lots 3 and 4 Block L Caddy Plan (Formerly Part of LT 18 Con Hamilton) Town of Cobourg, Being PT 3 39R10869 for the purpose of a Pedestrian Waterfront Board Walk.

**NOW THEREFORE** the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

1. THAT the Mayor and Municipal Clerk are hereby authorized and instructed to execute on behalf of the Corporation an easement agreement with Kawartha Pine Ridge District School Board and the Corporation of the Town of Cobourg in accordance with the terms and conditions as set out in the Easement Agreement.
2. THAT this By-law shall be registered on title in the Registry Office of the Land Registry Division of Northumberland (No. 39).
3. This by-law shall take effect upon the date of passing.

READ and passed in Open Council this 29<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
MUNICIPAL CLERK

**SCHEDULE "A"**  
**Easement Agreement in Gross**

**"Attached"**

**ACKNOWLEDGEMENT AND DIRECTION**

TO: MARK WILLIAM NOBLE  
(Insert lawyer's name)

AND TO: TEMPLEMAN LLP  
(Insert firm name)

RE: BOARDWALK EASEMENT ("the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
  - You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
  - ~~• You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as the date of the Agreement of Purchase and Sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;~~
  - The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
  - I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- ~~I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the \_\_\_\_\_ (Transferor/Charger), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.~~

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Cobourg, this 29<sup>th</sup> day of April, 2019.

**WITNESS**

(As to all signatures, if required)

\_\_\_\_\_  
THE CORPORATION OF THE TOWN OF COBOURG

PER: John Henderson, MAYOR

PER: [Signature], CLERK

**Properties**

<i>PIN</i>	51092 - 0090 LT	<i>Interest/Estate</i>	Easement	<input checked="" type="checkbox"/> Add Easement
<i>Description</i>	SERVIENT LANDS - PART OF PIN 51092-0090 (LT) - PT LT 3 BLK L PL CADDY (FORMERLY LT 18 CON B HAMILTON) COBOURG; PT LT 4 BLK L PL CADDY (FORMERLY LT 18 CON B HAMILTON) COBOURG; PT LT D PL 44 COBOURG; BEING PART 3 39R10869; COBOURG			
<i>Address</i>	DURHAM ST COBOURG			

**Consideration**

*Consideration* \$0.00

**Transferor(s)**

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

*Name* KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD  
Acting as a company  
*Address for Service* 1994 Fisher Drive  
Peterborough, ON K9J 6X6

I, Chris Arnew, Superintendent of Business and Corporate Services, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

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

*Name* THE CORPORATION OF THE TOWN OF COBOURG  
Acting as a company  
*Address for Service* 55 King St. West  
Cobourg, ON K9A 2M2

**Statements**

Schedule: See Schedules

**Calculated Taxes**

*Provincial Land Transfer Tax* \$0.00

**File Number**

*Transferor Client File Number :* 20170048

### EASEMENT IN GROSS

THE TRANSFEROR doth grant unto the Transferee in perpetuity, subject to section 7, its successors and assigns, the non-exclusive, free, uninterrupted and unobstructed right and easement, IN GROSS to enter on the property described as follows:

PART OF PIN 51092-0090 (LT) - PT LT D PL 44 & PT OF LOTS 3 & 4 BLOCK L CADDY PLAN (FORMERLY PART OF LT 18 CON B HAMILTON) TOWN OF COBOURG, BEING PT 3 39R10869 (the "servient lands") for the purpose of constructing, installing, operating, maintaining, inspecting, repairing, altering, and replacing a pedestrian boardwalk and associated lighting, ramps, railings, structures, supports and related equipment and fixtures (the "Boardwalk") as the Transferee may from time to time or at any time hereafter deem requisite, upon and across the servient lands.

TOGETHER with the right to free uninterrupted and unobstructed access to and from the servient lands for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment and for members of the public as authorized by the Transferee from time to time, at all times, and together with such bicycles or non-motorized forms of transport as are reasonably required, and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted.

1. The rights and easement hereby granted are subject to the Transferee, at its own expense and in a good and workmanlike manner, restoring, to the extent possible and as far as practicable the surface of the servient lands not occupied by the Boardwalk and ancillary structures, as well as any other affected portion of the Transferor's lands, to the same condition as existed prior to the carrying out of any work by the Transferee pursuant to its rights hereunder.
2. The Transferee agrees to maintain the Boardwalk in good condition and repair, free of snow and ice, as would a prudent municipality in the Province of Ontario and as provided for in the Municipal Act and any regulation made pursuant to the Municipal Act or any other applicable law. Where the Boardwalk is not maintained during the winter season, the Transferee shall post, during such period, appropriate signage at access points indicating the Boardwalk is not maintained during the winter season and that persons using the Boardwalk do so at their own risk.
3. The Transferee hereby covenants and agrees with the Transferor that:
  - (a) The Transferee shall indemnify and save harmless the Transferor from all liabilities, losses, charges, expenses, demands, damages, costs, claims, suits or actions arising out of the exercise by the Transferee of any of its rights hereunder or in any manner relating thereto.
  - (b) If the Transferor is, without fault on its part, made a party to any litigation commenced by or against the Transferee related to the Boardwalk, the Transferee will protect, indemnify and hold the Transferor harmless and pay all expenses and reasonable legal fees incurred by the Transferor in connection with such litigation.
  - (c) The obligations of the Transferee to indemnify the Transferor in respect of occurrences during the term of this easement, shall survive any termination of this easement, notwithstanding anything to the contrary.
  - (d) The Transferee shall pay off and cause to be discharged any construction liens which may be registered against the lands of the Transferor pursuant to the Construction Lien Act, Ontario in connection with any work undertaken by or on behalf of the Transferee as outlined herein, within fourteen (14) days of receiving notice of the registration thereof.
  - (e) All work carried out by the Transferee upon the said lands shall be carried out in such a manner as will result in minimal interference with the normal operations or reasonable use of the property of the Transferor.
4. The Transferor covenants not to construct or erect any buildings, structures or improvements (including fences or the planting of trees or shrubs) upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee.
5. The Transferor hereby agrees that the Transferee shall have the right to sever, fell, cut, trim and remove at any time all trees, shrubs, bushes and branches, stumps and roots, and to prevent or control the growth of same within the limits of the servient lands, which may at any time interfere with the Transferees use of the Boardwalk.
6. The burden and benefit of this grant of easement shall run with the lands and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
7. The Transferee acknowledges that this easement may be terminated by the Transferor in its sole, unfettered and subjective discretion at any time upon nine (9) months written notice in which case the Transferee shall, at its own expense, remove the Boardwalk and restore the servient lands and any other portion of the Transferor's lands affected by such removal, to the substantially the same condition as existed prior to construction of the Boardwalk, on or before the expiration of such nine (9) month period.
8. All covenants herein contained shall be construed to be several as well as joint and wherever the singular is used in this grant of easement the same shall be construed as including the plural where the context so requires.