

ACKNOWLEDGEMENT AND DIRECTION

TO: Clare Allan Brunetta
(Insert lawyer's name)

AND TO: CLARE ALLAN BRUNETTA
(Insert firm name)

RE: Herbert Snow easement in favour of The Corporation of the Town of Fort Frances over Part 1 on Plan 48R4637 Fort Frances
(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 Ontario 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/Chargor) , 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 _____, this _____ day of _____, 20____.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF FORT FRANCES
PER:

June Caul, Mayor

Gabrielle Lecuyer, Clerk

We have authority to bind the Corporation

This document has not been submitted and may be incomplete.

Properties

<i>PIN</i>	56020 - 0593 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Add Easement
<i>Description</i>	EASEMENT IN GROSS PART OF PCL 10793 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 2, RR154 DESIGNATED AS PART 1 ON PLAN 48R4637; FORT FRANCES			
<i>Address</i>	1203 COLONIZATION RD W FORT FRANCES			

Consideration

Consideration \$1.00

Transferor(s)

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

<i>Name</i>	SNOW, HERBERT RONALD
	Acting as an individual
<i>Address for Service</i>	1203 Colonization Road West Fort Frances, ON P9A 2T6

I am at least 18 years of age.
I am not a spouse
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
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<i>Name</i>	THE CORPORATION OF THE TOWN OF FORT FRANCES	Registered Owner
	Acting as a company	
<i>Address for Service</i>	320 Portage Avenue Fort Frances, ON P9A 3P9	

Statements

Schedule: See Schedules

Calculated Taxes

<i>Provincial Land Transfer Tax</i>	\$0.00
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File Number

<i>Transferor Client File Number :</i>	2021-487
<i>Transferee Client File Number :</i>	2021-487

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 56020 - 0593 EASEMENT IN GROSS PART OF PCL 10793 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 2, RR154 DESIGNATED AS PART 1 ON PLAN 48R4637; FORT FRANCES

BY: SNOW, HERBERT RONALD
TO: THE CORPORATION OF THE TOWN OF FORT FRANCES Registered Owner

1. JUNE CAUL, MAYOR AND GABRIELLE LECUYER, CLERK

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF FORT FRANCES described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

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

(a) Monies paid or to be paid in cash	\$1.00
(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))	\$1.00
(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	\$1.00

4. g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: transfer of easement to municipality for purposes set out herein.

5. The land is not subject to an 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", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. 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. (a) This is not a conveyance of land that is located within the "specified region".
- 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 48

Registration No.

Date:

B. Property(s):

PIN 56020 - 0593

Address 1203 COLONIZATION RD W FORT FRANCES

Assessment 5912010 - 00506100

Roll No

C. Address for Service:

320 Portage Avenue
Fort Frances, ON P9A 3P9

D. (i) Last Conveyance(s):

PIN 56020 - 0593

Registration No.

(ii) Legal Description for Property Conveyed: Same as in last conveyance?

Yes

No

Not known

SCHEDULE

INTEREST/ESTATE TRANSFERRED – EASEMENT IN GROSS

WHEREAS the Transferor is the owner in fee simple of the lands and premises described in the Properties section of the Transfer of Easement to which this Schedule is attached (the "Easement Lands").

AND WHEREAS The Corporation of the Town of Fort Frances (the "Transferee") is the owner in fee simple of the lands and premises (herein the "Transferee's Lands", being the Dominant Lands) being composed of Parcel 10793 Sec Rainy /River; PT LT 43 River Range Mclrvine PT 2, Rr154 designated as PT 1 on Plan 48R4637 Fort Frances (PIN 56020-0593).

THE TRANSFEROR hereby grants and transfers to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's Lands, the free and unencumbered perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along, and upon the Easement Lands:

1. To lay down, construct, bury, dig up, erect, maintain, operate, inspect, patrol, repair, replace, relocate, alter, upgrade, renew, reconstruct, make additions to and/or remove at any time and from time to time, the sidewalk and/or appurtenances necessary and /or incidental thereto and/or associated material and equipment (all or any of which works are herein called the "Facilities");
2. To enter on, to exit from and to pass and repass at any and all times, free and unimpeded, in, over, along, upon, across, through, and under the Easement Lands, for and/or by the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment for all purposes;
3. To conduct engineering, legal and other surveys in, on and over the Easement Lands; and
4. The right to remove, clear, trim, sever and fell, any buildings, structures, and or obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not erect or place any buildings, structures, and/or obstructions or dig, drill, pave, excavate in, on, and/or within, the Easement Lands.

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

NOTWITHSTANDING any rule or law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee and the Facilities shall at any time, and from time to time, be removable in whole or in part by the Transferee, its successors and assigns.

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.