

ACKNOWLEDGEMENT AND DIRECTION

TO: Paul E. Brunetta, Barrister and Solicitor
(insert lawyer's name)

AND TO: Clare Allan Brunetta Law Firm
(insert firm name)

RE: Transfer Easement
("the transaction")

This will confirm that:

- I/we have reviewed the information set out 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 of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale therein.
- 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.

This document and all attached hereto have been reviewed, understood, and approved. I/We hereby give the authority to Clare Allan Brunetta Law Firm per: Paul Ernest Brunetta to register the Transfer Easement herein.

The Document(s) described in the Acknowledgment 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 "A" attached hereto.

Dated this ____ day of April, 2022.

WITNESS

(As to all signatures, if required)

Witness:

The Corporation of the Town of Fort Frances

per:

June Caul, Mayor

per:

Gabrielle Lecuyer, Clerk

I/We have the authority to bind the Corporation.

Properties

PIN	56018 - 0128	LT	Interest/Estate	Fee Simple	<input checked="" type="checkbox"/> Add Easement
Description	PART OF PCL 244-1 SEC ALBTP; PART OF LT 244 TOWN PLOT ALBERTON; DESIGNATED AS PART 1, PL 48R4636; FORT FRANCES				
Address	324 VICTORIA AVENUE FORT FRANCES				

Consideration

Consideration	\$0.00
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Transferor(s)

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

<i>Name</i>	RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD
<i>Address for Service</i>	Acting as a company 450 Scott Street Fort Frances, ON P9A 1H2

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
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Name THE CORPORATION OF THE TOWN OF FORT
FRANCES

Address for Service

Acting as a company
320 Portage Avenue
Fort Frances, ON P9A 3P9

Statements

Schedule: See Schedules

Calculated Taxes

Provincial Land Transfer Tax \$0.00

-LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 56018 - 0128 PART OF PCL 244-1 SEC ALBTP; PART OF LT 244 TOWN PLOT ALBERTON; DESIGNATED AS PART 1, PL 48R4636; FORT FRANCES

BY: RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD
TO: THE CORPORATION OF THE TOWN OF FORT FRANCES

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 _____ described in paragraph(s) (____) above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF FORT FRANCES 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	\$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price) (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))	\$0.00
(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	\$0.00

4.

Explanation for nominal considerations:

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

5. The land is not subject to an encumbrance

6. Other remarks and explanations, if necessary.

- 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.
- 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:
 - (b) This is not a conveyance of "designated land".
- 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.
- 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 56018 - 0128	Address 324 VICTORIA AVENUE FORT FRANCES	Assessment - Roll No
C. Address for Service:	320 Portage Avenue Fort Frances, ON P9A 3P9		
D. (i) Last Conveyance(s):	PIN 56018 - 0128	Registration No.	
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not known <input type="checkbox"/>			

SCHEDULE

INTEREST/ESTATE TRANSFERRED - EASEMENT IN GROSS

THE TRANSFEROR hereby grants and transfers to the Corporation of the Town of Fort Frances (herein called the "Transferee"), its successors and assigns, the perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along and upon the lands described in the Properties section of the Transfer Easement to which this Schedule is attached (the "Easement Lands"):

1. to erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time:
 - a. electrical power and/or transmission line or lines and communication line or lines, including without limitation, all necessary, guys, conduits, conduit structures, markers, poles, anchors, maintenance holes, fixtures, equipment, braces, wires, cables, pad-mount equipment, if applicable, cable, and/or appurtenances thereto and/or associated material and equipment;
 - b. storm, sanitary, sewer(s), watermain(s), drains, water supply and/or service line(s), and including without limitation all lines, pipes, anchors, maintenance holes, accesses, hydrants, service boxes, conduits, fixtures, equipment braces, catch basis, and/or appurtenances thereto and/or associated material and equipment;
 - c. telecommunications facilities or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary buried cable and wires, conduits, conduit structures, maintenance holes, appropriate foundations containing all components connecting to the Transferee's network, underground vaults, cabinets, grounding wells, markers, fixtures, equipment, and all appurtenances thereto;
 - d. pipelines and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto;
 - e. watercourses, ditches, land drainage works, or other public utilities;

(all or any of which items or works are herein called the "Facilities").

Including without limitation, all necessary buried and/or above ground Facilities.

2. to mark the location of any Facilities by suitable markers;
3. 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 of all purposes.

4. to remove, clear, trim, sever, and fell any 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;
5. to grade, maintain the Easement Lands at the discretion of the Transferee as if they were public lands;
6. to move snow from and move snow about the Easement Lands;
7. to free and unimpeded access at all times to the Easement Lands from and over abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted;
8. to conduct engineering, legal, and other surveys in, on and over the Easement Lands; and
9. to authorize utility and other service providers to do anything that is permitted by the Transferee under this agreement, including but not limited to the Fort Frances Power Corporation, Enbridge Inc., Bell Canada Enterprises and their respective officers, employees workers, permittees, servants, agents, contractors and subcontractors.

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 place any buildings or other structures or dig, drill, pave or excavate in, on, and/or within the Easement Lands.

NOTWITHSTANDING any rule of 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.

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.