

TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - August 5, 2015

MEETING - Committee Room - Civic Centre - 12:00pm NOON

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1. <u>Call to Order</u> Session No. 11	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Approval of the Minutes of July 6, 2015 Meeting	2 - 3
4. <u>Non-agenda Items</u>	
5. <u>In-Camera</u>	
6. <u>Items Referred from Council</u>	
6.1 Letter Dated June 30, 2015 from Ontario Federation of Anglers & Hunters - Support for Spring Bear Hunt in Ontario	4 - 6
7. <u>New Business</u>	
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TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 10

July 6, 2015

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 6, 2015 from 8:00 p.m. to 8:50 p.m.

PRESENT: D. Kitowski, Chair, Councillors W. Brunetta, J. Albanese

ALSO PRESENT: M.McCaig, CAO, F. Flatt, Municipal Planner (8:00 - 8:59am), P.Briere, A Byrnes, By-Law Enforcement, T. Rob, Secretary, Mrs. Cyndee Madore, Guest (8:54 - 8:58am)

1. Call to Order - 8:00am

Session No. 10

2. Disclosure of pecuniary interest and the general nature thereof - None

3. Approval of Previous Committee Minutes

3.1 Approval of the Minutes of June 15, 2015 Meeting - Approved as circulated

4. Non-agenda Items - None

5. In-Camera

5.1 Property Matter - 535 Riverview Dr.

- Recommendation to proceed with the conveyance of the property to the adjacent property owner, and undertake a letter of understanding in regards to the placement of snow for the purpose winter time clearing of the lane.

2015-07 Albanese-Brunetta: THAT the Planning and Development Executive Committee meet to address a matter pertaining to a proposed or pending acquisition of land for municipal or local board purposes or disposal of land no longer needed for municipal purposes, more specifically item 5.1 - 535 Riverview Dr. disposition of land being Part 1 & Part 7 of Parcel 37-2

CARRIED

6. Items Referred from Council

7. New Business

7.1 P.Briere - Off-Road Vehicles By-Law #35/79 & Highway Traffic Act Amendments July 1, 2015

- Recommendation given to continue with the current By-Law and amendments as written, and By-Law to research and consolidate our current By-Law and bring a new Off Road Vehicles By-Law back to the Committee in the future.

7.2 P. Briere - Waiving of Sign Permit Requirements for specific temporary signage

- Recommendation from the Planning and Development Executive Committee to waive the sign permit requirements for the purposes of the construction on King's Highway

7.3 P.Briere - Review and Update of the Town of Fort France Sign By-Law #19/1

- By-Law Enforcement with the CBO to review the current Sign By-Law and bring a new amended By-Law back to the Committee for review

7.4 F. Flatt - Committee of Adjustment recommendation RE: Request for refund of Planning Application fees.

- The Planning and Development Executive Committee accepts the recommendation from the Committee of Adjustment and the Planning and Development Executive Committee recommend that the request be referred to Council for approval

8. Outstanding Items

- 8.1 Huffman Court Lot Sales
- Recommendation that we investigate the use of a realtor for lot sales for a predetermined time period and then review the performance after the expiry of the term and reivew the terms and conditions at the next meeting of the Planning and Development Executive Committee.

9. Information - None

- 10. Adjourn / Next Meeting Date - 9:20am**
August 5, 2015 12:00 noon

D. Kitowski - Executive Committee Chair

T. Rob - Executive Committee Secretary

ONTARIO FEDERATION OF ANGLERS & HUNTERS



Ontario Conservation Centre

P.O. Box 2800, 4601 Guthrie Drive, Peterborough, Ontario K9J 8L5
Phone: (705) 748.6324 • Fax: (705) 748.9577 • Visit: www.ofah.org • Email: ofah@ofah.org

OFAH FILE: 405
June 30, 2015

Dear Mayor/Reeve:

As you are aware, in early 2014 the Ministry of Natural Resources and Forestry (MNRF) established a two-year pilot project that allowed for the spring hunting of black bears in eight Wildlife Management Units (WMUs) in Northern Ontario.

Ontario's spring bear hunt was a successful wildlife management tool that assisted in maintaining the abundance and density of bears at levels that minimized dangerous encounters between people and bears. It provided hunters with wholesome food and valuable hides, and injected over \$40 million per year into Ontario's economy. The spring hunt is an excellent example of sustainable development in practice, where the benefits from a renewable resource are maximized and costs to society are minimized.

Since the cancellation of the spring bear hunt in 1999, the Ontario Federation of Anglers and Hunters (OFAH), northern municipalities, outfitters, and others have advocated tirelessly for its return across the province's black bear range.

In the coming months, the MNRF will assess the success of the pilot project by reviewing hunting and harvest information, the number of nuisance bear encounters, and perspectives from police forces and participating municipalities. On behalf of the OFAH, our 100,000 members, subscribers and supporters, our 725 member clubs, and other hunters, outfitters, and businesses in your municipality that will benefit from the return of the spring bear hunt, we urge you in the strongest possible terms to let the government know of your support for the return of the spring bear hunt and the important role that regulated bear hunting has in managing Ontario's black bear populations. Express your support to the Honourable Bill Mauro, Minister of Natural Resources and Forestry, and your local Member of Provincial Parliament (MPP). Your municipality and other municipalities across Ontario deserve better black bear management, which includes a spring bear hunt.

Thank you for your time and attention on this matter.

Yours in Conservation,

Angelo Lombardo
Executive Director

AL/mr/gh

cc: OFAH Board of Directors
Greg Farrant, OFAH Manager, Government Affairs & Policy
Matt DeMille, OFAH Manager, Fish & Wildlife Services
Mark Ryckman, OFAH Senior Wildlife Biologist

Benefits of the spring bear hunt in Ontario



As a long established hunting tradition, the spring bear hunt provided individual, social, cultural, economic and biological benefits.

Individual Benefits

For the spring bear hunter, the hunt provided opportunities in the spring of the year to be rewarded with the riches of the hunting experience including self-fulfillment, self-improvement, a sense of accomplishment, wholesome food for the table, valuable hides and sharing knowledge and adventures with fellow hunters, family and friends. As with any other hunting season, hunters describe it as a spiritual experience akin to religion.

Wildlife Management Benefits

As a wildlife management tool, the spring bear hunt supplied biological, social and economic benefits. The spring hunt successfully reduced bear densities, particularly male bears, and reduced bear densities immediately prior to the peak conflict period. Lower bear density has been linked to lower rates of cannibalism by male bears on other bears, predation on moose calves and deer fawns, and reduced human-bear conflicts. Ontario's black bear population is capable of sustaining a spring season in addition to the current fall season. Licensed hunters would still be limited to harvesting one bear per year (except where second seals are available), and would be able to hunt in the spring, the fall, or both.

Socio-Economic Benefits

At the time the spring bear hunt was cancelled in 1999, there were approximately 600 outfitters providing bear hunts. These 600 outfitters in turn depended on other businesses for certain goods and services (e.g. fuel, bait, equipment, etc.). Government economic data estimated that, from 1987-1998, Ontario's spring bear hunt generated \$350-\$500 million, 2,600-3,600 person-years of employment, and the participation of 90,000-100,000 hunters. In 1996 alone, the spring hunt was worth over \$43 million, and was an important contribution to local economies in northern Ontario during its shoulder tourism season. Bankruptcies, job loss and personal tragedies are the legacy of the cancellation of the spring bear hunt for the tourist industry. The provincial government also lost revenues associated with Land Use Permits, Bear Management Area Licences, and Bear Hunting Licences required by outfitters and hunters to conduct these hunts. In the mid-90s Ontario played host to over 13,000 non-resident bear hunters. In 2013, only 4,800 non-residents chose to hunt in Ontario. Many non-residents have chosen to spend their money in other jurisdictions that continue to have a spring hunting season. In 2003, the Nuisance Bear Review Committee recommended the reinstatement of the spring bear hunt for socio-economic reasons.

Cub Orphaning and Mortality

Approximately 25,000 bear cubs are born every year in Ontario. About 10,000 of these cubs will die before the age of one for reasons that have nothing to do with hunting. The most frequent causes of cub death is starvation and cannibalism by male bears. Most cases of cannibalism occur in the spring and summer before the fall hunt begins. The spring hunt has the potential to reduce cannibalism by targeting male bears. Animal rights activists often claim that over 270 bear cubs were orphaned by hunters every year in the spring. This is a deliberate misrepresentation of government data, and even caused the MNRF to issue a statement clarifying that accidental cub orphaning by hunters is extremely rare and that the number used by anti-hunters is grossly exaggerated. Shooting cubs or mothers accompanied by cubs has always been illegal under the Fish and Wildlife Conservation Act, and methods exist to further minimize accidental cub orphaning by hunters (e.g. suspended baits, increased education). Bear cubs can become separated from their mother for various reasons: abandonment due to insufficient milk production; environmental conditions such as fire or drought; human disturbance at den sites such as resource extraction or snowmobiling; or when the mother is killed by a vehicle, hunter or as a nuisance.



Bear Behaviour

With no spring hunt, there are now more bears in the population and there are more cannibalistic males in the woods that cause other bears to avoid them, and thus, seek food in areas near people. Natural food failures exacerbate these effects. Female bears with cubs searching the woods for scarce natural foods need to avoid cannibalistic males, and can be forced into areas of human presence.

In the spring, black bears concentrate their movements in a fairly predictable manner, enabling hunters to be more successful. Furthermore, differential den emergence times means that the spring hunt is very sex-selective. Since sows with cubs emerge from the den later than other bears, they tend to be much less susceptible to hunting activity because many of them are still in the den during the hunting season.

Bear Wise

Ontario's Bear Wise Program consists of several components. The Education and Communication component teaches people how to co-exist with bears, how to properly store food and garbage, and what to do during a bear encounter. The Bear Wise Reporting Line provides a conduit for the public to report bear encounters and obtain information. Finally, the Response component includes aversive conditioning, trapping and relocation, and dispatch of repeat offenders. In 2012, the trapping and relocation of bears was significantly scaled back due to provincial budget cuts. Successful relocation depends on the bear's sex and age: only 20% of adult bears can be successfully relocated, while 40% of juvenile females and 70% of juvenile males can be relocated without reoffending. Adult bears may return from distances up to 200km. The high cost associated with relocation and the mixed success made it a logical target for elimination. Components of the Bear Wise Program can be an important tool for managing black bears, but human nature dictates that education alone will never be sufficient because not enough people will put in the required effort to fully prevent human-bear conflicts. Regulated hunting, including a spring season, is simply another tool in the wildlife manager's toolbox. Neither tool can completely eliminate black bear encounters.

The spring bear hunt is an excellent example of sustainable development in practice, where the benefits from a renewable natural resource are maximized and the costs to society are minimized. This premise ensures that the bear remains a valued asset rather than an unwanted expenditure (vermin).

visit ofah.org/bear for more information

July 23, 2015

Report To: Planning and Development Executive Committee

From: Travis Rob, Chief Building Official, Facilities/Special Projects Coordinator

RE: Execution of a By-Law to enter into a funding agreement with FedNor for the Development of the Rainy Lake Market Square

Background

In March of 2014 the Town of Fort Frances submitted a proposal and application for funding to FedNor. The application outlined the anticipated costs to demolish the old Rainy Lake Hotel building and develop that space into an open air market square. Simultaneously an application was also submitted to Northern Ontario Heritage Fund for funding of a portion of the project as well. In October 2014 we received word that the Northern Ontario Heritage Fund funding came through.

In anticipation of official word on the remaining Funding from FedNor and in an effort to reduce any undue delays with the progress of this project, it is the recommendation of administration to execute the By-Law to enter into a funding agreement with FedNor.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, EIT

CBO, Facilities/Special Projects Coordinator

Date: July 20, 2015

Report To: Planning & Development Executive Committee

From: Patrick Briere, By-Law Enforcement Officer

Re: Draft Off-Road Vehicles By-Law.

The Planning & Development Executive Committee will recall that at the last meeting a report dated July 6, 2015 was approved directing the By-Law Enforcement Department and Clerk's Office to update the Off-Road Vehicle By-Law #35/79 with the new amendments to the Highway Traffic Act that took effect July 1, 2015.

Please find attached a draft copy of the Off-Road Vehicles By-Law for your reference.

This office along with the Clerk and OPP have ensured that all the necessary updates have been completed and continue to allow residents the opportunity to use their off-road or all-terrain vehicles for the purposes of snow removal. There is clear wording now as to where these types of vehicles are allowed and where snow can be placed.

We are asking that the Planning & Development Executive Committee recommend that Council approve the authorization to prepare an appropriate by-law for signing by Mayor and Clerk.

Respectfully submitted,

Original Signed By

Patrick Briere
By-Law Enforcement Officer

TOWN OF FORT FRANCES

BY-LAW NO.

A BY-LAW FOR REGULATING, GOVERNING AND PROHIBITING THE OPERATION OF OFF-ROAD AND ALL-TERRAIN VEHICLES WITHIN THE TOWN OF FORT FRANCES.

WHEREAS Section 28 (2) of the Municipal Act, 2001, S.O. 2001, Chap. 25 as amended, allows a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

AND WHEREAS Ontario Regulation 316/03 made under the Highway Traffic Act R.S.O. 1990 as amended, defines Off-Road and All-Terrain Vehicles and also, provides regulations governing the operation of Off-Road Vehicles upon municipal highways;

AND WHEREAS Section 191.8 Subs. (3) of the Highway Traffic Act, R.S.O. 1990 Chap 8, As amended provides that the Council of a municipality may pass by-laws permitting the operation of Off-Road and All-Terrain vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or any part of such highway;

AND WHEREAS the Council of The Town of Fort Frances deems it in the best public interest to regulate, govern and prohibit the operation of off-road and all-terrain vehicles upon highways under the jurisdiction of The Town of Fort Frances;

AND WHEREAS it is expedient to replace By-Law No. 35/79 with this new by-law.

NOW THEREFORE Council for the Corporation of The Town of Fort Frances
HEREBY ENACTS as follows:

1. DEFINITIONS

In this by-law:

- 1.1 “All-Terrain Vehicle” means an off-road vehicle that,
- (a) has four wheels, the tires of all of which are in contact with the ground,
 - (b) has steering handlebars,
 - (c) has a seat that is designed to be straddled by the driver, and
 - (d) is designed to carry,
 - (i) a driver only and no passengers, or
 - (ii) a driver and only one passenger, is the vehicle,
 - (A) has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver and,
 - (B) is equipped with foot rests for the passenger that are separate from the foot rests for the driver.
- 1.2 “Off-Road Vehicle” means a vehicle propelled or driven otherwise than by muscular power or wind and designed to travel,
- (a) on not more than three wheels, or
 - (b) on more than three wheels and being of a prescribed class of vehicle; (“véhicule tout terrain”)

(c) “prescribed class” has the same meaning as in the Off-Road Vehicles Act O. Reg 316/03 S. 1 as amended.

- 1.3 “Municipality” means the municipal corporation of the Town of Fort Frances or the geographic area within the limits of the Town of Fort Frances, as the context requires.
- 1.4 “Highway” means a highway as defined in the Highway Traffic Act that is under jurisdiction of the Municipality.
- 1.5 “Officer” means a Municipal Law Enforcement Officer appointed by Council or any authorized member of the Ontario Provincial Police or any other person appointed or designated by Council to provide law enforcement services for the Town of Fort Frances.
- 1.6 “Roadway” means the part of the highway that is designed or ordinarily used for vehicular traffic, but does not include the shoulder.
- 1.7 “Shoulder” means the part of the highway for the use of vehicles immediately adjacent to the roadway having a surface which has been improved with asphalt, concrete or gravel.
- 1.8 “Sidewalk” means the portion of a highway set aside by the Town of Fort Frances for the use of pedestrians.
- 1.9 “Trail” means the whole of any trail established and maintained by a recreational organization for the use of motorized off-road and all-terrain vehicles.

2. OPERATION OF OFF-ROAD & ALL-TERRAIN VEHICLES

- 2.1 No operator or owner of an off-road or all-terrain vehicle shall operate or permit to operate an off-road or all-terrain vehicle on any highway, which is under the jurisdiction of the Town of Fort Frances.
- 2.2 Notwithstanding Section 1 above, the operation of an off-road and all-terrain vehicle may be permitted to operate on a highway, which is under the jurisdiction of the Town of Fort Frances under the following conditions:
 - (a) While being driven, for the purposes of loading or unloading from trailer or vehicle to be used for the transporting of the off-road or all-terrain vehicle;
 - (b) While being driven, for the purposes of snow removal under the following conditions:
 - (i) Placement of snow is not permitted on sidewalks, roadways, highways and/or adjacent properties.
 - (ii) For the purposes of snow removal on your own property.
 - (c) That the Town of Fort Frances, Ontario Provincial Police, Fort Frances Fire/Rescue personnel and Primary Care Paramedics (ambulance attendants) are exempt from the provisions of this by-law while in the performance of their official duties.
- 2.3 Any person operating an Off-Road or All-Terrain Vehicle under this by-law shall comply with the Highway Traffic Act, the Off-Road Vehicles Act and all other Federal or Provincial laws and Municipal By-Laws, as

applicable, or any regulations made under them as amended or replaced from time to time.

2.4 The driver of an off-road and all-terrain vehicle shall wear a helmet that complies with Section 19 of the Off-Road Vehicles Act.

2.5 The driver of an off-road and all-terrain vehicle shall ensure that any passenger riding on the vehicle is wearing a helmet that complies with Section 19 of the Off-Road Vehicles Act.

3. OFFENCE

3.1 Every person who contravenes the provisions of this by-law is guilty of an offence and on conviction may be subject to a fine of not more than one thousand dollars (\$1000.00) exclusive of costs.

4. ENFORCEMENT

4.1 The provisions of this by-law are enforceable under the Provincial Offences Act, R.S.O. 1990, as amended from time to time. The Town of Fort Frances By-Law Enforcement Officers, the Ontario Provincial Police, and any other Provincial Offences Officers shall do enforcement of this by-law with authority under the Provincial Offences Act.

5. GENERAL PROVISIONS

5.1 If a court of competent jurisdiction declares any section or any part of any section of this by-law to be invalid, or to be of no force or effect, it is the intention of the Town that every other provision of this by-law be applied and enforced in accordance with its terms to the extent possible according to law.

5.2 Where the context permits, words importing the singular also include more than one persons, parties or things of the same kind.

5.3 The word “may” shall be construed as permissive and the word “shall” shall be construed as imperative.

5.4 If a provision of this by-law conflicts with the provision of any other applicable law, the provision that establishes the higher or more restrictive standard to protect the health, safety and welfare of the general public shall prevail.

5.5 The short form title of this By-Law shall be the “Off-Road Vehicles By-Law”.

6. REPEAL

6.1 By-Law No. 35/79, as amended, is hereby repealed.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this ____ day of _____ 2015.

R. Avis, Mayor

E. Slomke, Clerk

Date: July 22, 2015

Report To: Planning & Development Executive Committee

From: Patrick Briere, By-Law Enforcement Officer

Re: Business License By-Law Update & Legislative Review.

As you are aware this office along with the Clerk's Office have been working on researching and reviewing with the Business License By-Law #57/05 for quite some time now. As we have found that our current by-law is becoming outdated and there is a need to incorporate updates and legislative changes to ensure that our business licensing by-law is user friendly but still is enforceable by our By-Law Officers and members of the OPP.

We are asking the Planning & Development Executive Committee to recommend that Council give us the direction to make the necessary updates and legislative changes to the Business Licensing By-Law.

Once all of the updates are completed and appropriate meetings are held with staff who deal with this by-law are done than updates will be brought forward to PDEC and once draft business licensing by-law is prepared, it will be presented to PDEC for recommendation.

Respectfully submitted,

Original Signed By

Patrick Briere
By-Law Enforcement Officer

July 28, 2015

Report To: Planning and Development Executive Committee

From: Travis Rob, CBO, Facilities/Special Projects Coordinator

RE: Huffman Court Lot Sales

At the meeting of the Planning and Development Executive Committee held July 6, 2015, it was discussed that the conditions of sale be brought forward as well as further discussion be had on the use of a real-estate broker for the completion of the transactions. Attached to this report is a copy of the May 24, 2013 report from Faye Flatt, Municipal Planner outlining the lot prices and conditions and further By-Law 27/14, passed on August 11, 2014, setting out the lot prices, designating the lots surplus and bringing forward the conditions of the lot sales.

Further to this, the following is a listing of the current real-estate brokers operating within the Town of Fort Frances:

- Tichbournes Realestate
- Cousineau Brokers
- Century 21
- Remax

This list is for the benefit of the conversation and for informational purposes only. No agents have been contacted to date.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, EIT
Chief Building Official, Facilities/Special Projects Coordinator

Report

To: Mayor and Council
From: Faye Flatt, Municipal Planner
Date: 24 May 2013
Re: Huffman Subdivision

MAY 24 2013

Municipal Planner
 Report #2013-13

Purpose:

The purpose of this report is to provide information on pricing and conditions to enable finalizing these components of subdivision so staff can proceed with sales.

Background:

Earlier this year Council directed the sale of the lots within the proposed subdivision by lottery. The prices of the lots were finalized and averaged between the smaller and larger ones so the prices were more equitable. The lottery was held April 25th but did not produce any sales. As a result the strategy was changed to a first come/first served basis but this, too, proved non-productive as a result of comments received that the sale prices of the lots were too high and the requirement to construct within 2 years too restrictive.

On May 13th the subdivision was again considered by Committee of the Whole *in-camera* where issues of concern were discussed. Of the options for pricing discussed, preference was given by consensus for Option "E" and a Press Release to the municipality advising that the Town would be proceeding with the development based on a cost of approximately \$722,000; that lot sale prices would start at \$39,900 and that the requirement to build was increased to 5 building seasons. Although there was clear direction to proceed with a starting price of \$39,900 using Option "E", the prices for the other lots were not finalized. Both options are shown below with the resultant lot pricing (original and rounded) so as to enable final discussions and decisions on the sale price of all lots:

	Original % of Cost	Option "E" - \$ 721,398.83 Tipping Fees & Land Acquisition excluded			OPTION 'G' - \$ 610,428.29 Tipping Fees, Building, Demolition & Land Acquisition excluded		
		Price Based on original %	Rounded		Price Based on original %	Rounded	
			% of Cost	Lot Price		%	Lot Price
Lot 1	5.50%	\$ 39,676.94	5.531 %	\$ 39,900.00	\$ 33,573.56	5.488%	\$ 33,500.00
Lot 2							
Lot 3							
Lot 4							
Lot 5							
Lot 6	6.30%	\$ 45,448.13	6.307 %	\$ 45,500.00	\$ 38,456.98	6.307 %	\$ 38,500.00
Lot 7	5.75%	\$ 41,480.43	5.753 %	\$ 41,500.00	\$ 35,099.63	5.816 %	\$ 35,500.00
Lot 8							
Lot 9							
Lot 10	6.85%	\$ 49,415.82	6.862 %	\$ 49,500.00	\$ 41,814.34	6.880 %	\$ 42,000.00
Lot 11	9.00%	\$ 64,925.90	9.010 %	\$ 65,000.00	\$ 54,938.55	9.010 %	\$ 55,000.00
Lot 12							
Lot 13	6.85%	\$ 49,415.82	6.862 %	\$ 49,500.00	\$ 41,814.34	6.880 %	\$ 42,000.00
Lot 14	5.75%	\$ 41,480.43	5.753 %	\$ 41,500.00	\$ 35,099.63	5.816 %	\$ 35,500.00
Lot 15							
Lot 16							

In addition to the starting price and building condition, it was also decided at the May 13th meeting that the subdivision would proceed; the building would be demolished; the surveying of all components of the subdivision would be conducted; and the development would be a 2 year project with the underground services proceeding in 2013 and the curb, gutter and roadway in 2014.

Considerations:

There were other conditions of the subdivision previously that need to now be confirmed to include or exclude in order to go to the public to market and sell the lots. The issues and options are:

1. Previously a purchaser was considered to have defaulted if the property was resold or construction did not occur within the required period of time.

Option A - leave condition as is, or

Option B - the new property owner assumes the requirement and must construct within the remaining time or be in default.

2. Costs if Default - Previously if default occurred, the property would revert back to the Town. The purchase price would be returned to the purchaser less any costs associated with placing the property back into the Town's name.

Option A - leave condition as is, or

Option B - specify an amount either in \$\$ or % to be withheld as a penalty.

3. Closing Date - Previously the closing date was 45 days from the date of the Agreement of Purchase and Sale.

Option A - leave condition as is, or

Option B - Change closing date to 45 days from the date the Town is in a position to issue a building permit, or November 1st, whichever comes first.

4. Extension - Previously a purchaser could apply to Council to extend the deadline to construct.

Option A - leave condition as is, or

Option B - Remove because time period has been changed to 5 building seasons

5. Who Can Purchase - Previously purchasers were restricted to one lot and Corporations were not permitted to purchase.

Option A - leave condition as is, or

Option B - permit one purchaser to buy more than one lot, and/or remove restrictions to Corporations.

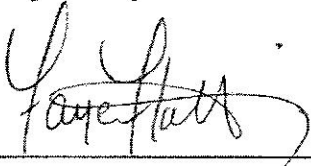
Recommendation:

At the Planning and Development Executive Committee held May 21st, the issues noted above were considered with the following recommendations:

1. Option B - A purchaser will be considered in default if he has not constructed within the 5 building seasons. If the property is sold, the new purchaser will assume the requirement and be required to construct within the remaining time.
2. Option B - 10% of the purchase price will be withheld as a penalty to cover costs associated with placing the property back into the Town's name.
3. Option B - The closing date shall be 45 days from the date the Town is in a position to issue a building permit, or November 1st, whichever comes first.
4. Option B - maintain requirement to construct in 5 building seasons.
5. Option A - Purchasers are restricted to purchasing only one lot. Corporations are not eligible to purchase a lot.

PDEC did not make a recommendation on the finalization of the sale prices and as such, Council direction is required.

Respectfully submitted



COUNCIL APPROVAL OF THIS REPORT: will authorize the sale of lots within the Huffman Subdivision with the recommendations 1 thru 5 above included as conditions; and set the sale prices of the lots as per direction.

TOWN OF FORT FRANCES

BY-LAW NO. 27/14

Being a By-Law regarding certain property owned by The Corporation of the Town of Fort Frances (the "Municipality").

WHEREAS section 51 of the *Planning Act*, R.S.O. 1990, Chap. P.13, as amended, gives authority to Council ("Council") of the Municipality to approve subdivisions, and on May 13, 2014 Council approved a draft Plan of Subdivision (the "Draft Plan of Subdivision") dated April 17, 2014 prepared by J. D. Barnes Limited of that Part of Block C Plan SM-112 designated as Parts 1, 2, 3, 4 and 5 on Plan 48R-4374 (herein sometimes referred to as the "Subdivision" or the "Property"). A copy of the Draft Plan of Subdivision is attached to and forms part of this By-law as Schedule "A";

AND WHEREAS pursuant to section 31 of the *Municipal Act, 2001*, S.O. 2001 c. 25, as amended, the Municipality may by by-law establish a highway, and it is deemed expedient and in the interest of the Municipality to dedicate the cul-de-sac roadway constructed within the Subdivision and labeled "Huffman Court" on the Draft Plan of Subdivision as a public highway and to call that highway Huffman Court;

AND WHEREAS on May 24, 2013, Council of the Municipality established the terms and conditions under which the Subdivision lots would be sold and the sale price for each lot.


NOW THEREFORE Council of the Municipality **HEREBY ENACTS** as follows: -


1. That the Draft Plan of Subdivision be and the same is hereby approved.
2. That the Property be and is hereby declared surplus to the needs of the Municipality and approved for sale and disposition in accordance with the terms and conditions set out in the Agreement of Purchase and Sale attached to and forming part of this By-law as Schedule "B" and for the following consideration:

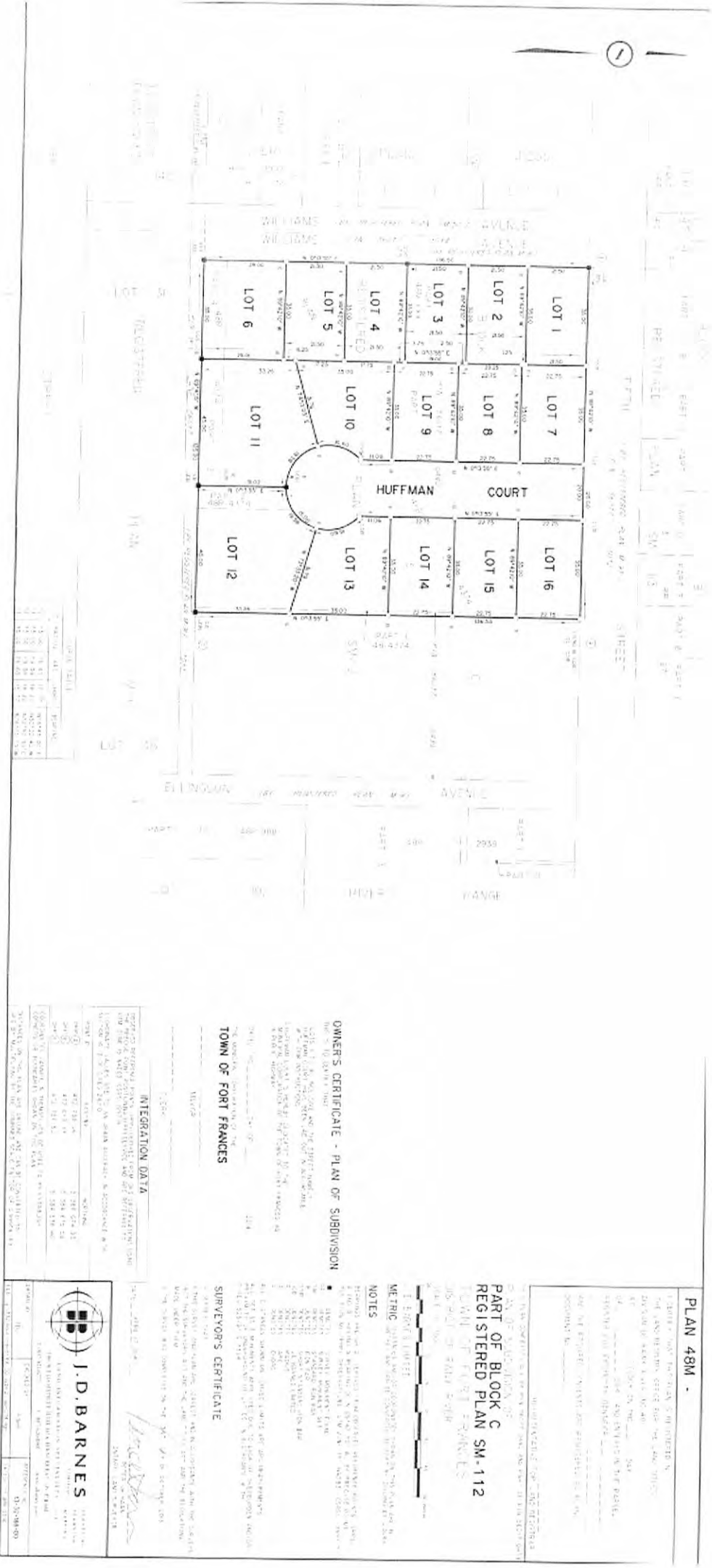
Lot 1 - \$ 39,900	Lot 5 - \$ 39,900	Lot 9 - \$ 41,500	Lot 13 - \$ 49,500
Lot 2 - \$ 39,900	Lot 6 - \$ 45,500	Lot 10 - \$ 49,500	Lot 14 - \$ 41,500
Lot 3 - \$ 39,900	Lot 7 - \$ 41,500	Lot 11 - \$ 65,000	Lot 15 - \$ 41,500
Lot 4 - \$ 39,900	Lot 8 - \$ 41,500	Lot 12 - \$ 65,000	Lot 16 - \$ 41,500

3. That the cul-de-sac roadway constructed within the Subdivision and labeled Huffman Court on the Draft Plan of Subdivision be and the same is hereby dedicated as a public highway.
4. That the Mayor and Clerk, or such officers of the Municipality or such other person(s) as may be properly designated, shall be and are hereby authorized and directed for and on behalf of the Municipality to take all steps, and to do all acts and things, and to complete, execute, and deliver any and all documentation under the seal of the Municipality, as may be necessary or desirable to give effect to the foregoing.
5. That this By-Law shall come into force and take effect when the Plan Document and this by-Law are registered in the Office of Land Titles.

READ THREE TIMES and finally passed in open Council this 11th day of August 2014.


MAYOR


CLERK



Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this day of, 20.....

BUYER,, agrees to purchase from
(Full legal names of all Buyers)

SELLER, THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Seller" or the "Town")....., the following REAL PROPERTY:

Address

fronting on the side of

in the TOWN OF FORT FRANCES

and having a frontage of more or less by a depth of more or less

and legally described as

..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

..... Dollars (CDN\$)

DEPOSIT: Buyer submits.....
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$).....

TOWN OF FORT FRANCES
by negotiable cheque payable to "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance of the Purchase Price to the Seller on the completion date subject to any increase or decrease by virtue of adjustments (if any).

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by until on
(Seller/Buyer)
the day of, 20....., after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of, 20..... (the "completion date" or the "closing date"). Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):  INITIALS OF SELLER(S): 

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 807-274-8479
(For delivery of Documents to Seller)

Fax No.:
(For delivery of Documents to Buyer)

Email Address: fflatt@fort-frances.com
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST) then such tax shall be **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20..... (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L.4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

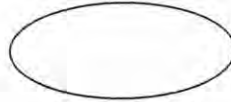


14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990 and any amendments thereto.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 and any amendments thereto unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Page 4 of 9

25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal:

in the presence of:

_____	_____	☼ DATE _____
(Witness)	(Buyer)	(Seal)
_____	_____	☼ DATE _____
(Witness)	(Buyer)	(Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal:
in the presence of:

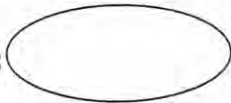
The Corporation of the Town of Fort Frances

_____	per: _____	☼ DATE _____
(Witness)	R. Avis, Mayor	(Seal)
_____	per: _____	☼ DATE _____
(Witness)	***, Clerk	(Seal)
	We have authority to bind the corporation	

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of, 20.....

(Signature of Seller or Buyer)

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



INFORMATION ON BROKERAGE(S)

Listing Brokerage
Phone Fax
Co-operating/Buyer Brokerage
Phone Fax

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE
(Seller)
..... DATE
(Seller)
Address for Service:
..... Phone
Seller's Lawyer
Address
.....
Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE
(Buyer)
..... DATE
(Buyer)
Address for Service:
..... Phone
Buyer's Lawyer
Address.....
.....
Phone Fax

INITIALS OF BUYER(S):

.....

INITIALS OF SELLER(S):

.....

Schedule A
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,, and

SELLER, **THE CORPORATION OF THE TOWN OF FORT FRANCES**

for the purchase and sale of

Agreement of Purchase and Sale dated

1. Notwithstanding anything contained in this Agreement, the Buyer shall:
- (a) remove and deposit, or cause to be removed and deposited, to and at a location on or adjacent to the development area as may be directed by the Town, all excavated earth material of and from the property considered by the Town to be excess and not required to bring the grade of the property to the grade set or established by the Town;
 - (b) on or before a date which is 5 years from the completion date, complete the construction, in and on the property, of a single family detached residential dwelling (the "Single Family Dwelling"), and:
 - ii. be in receipt of an Occupancy Permit, issued by the Town pursuant to Section 1.1.3 of O' Reg. 350/06 of the Ontario Building Code; and
 - iii. which Single Family Dwelling shall otherwise comply with the minimum size and other requirements of the Town's zoning bylaw; and
2. If the Buyer fails to fulfill the Buyer's obligations as set out in paragraph 1(b) of this Schedule A, then, notwithstanding the transfer of the property to the Buyer or otherwise, and in addition to any other rights and/or remedies of or available to the Town and whether by law, statute, equity, or otherwise, it is understood and agreed that the Buyer shall, within 90 days of receiving notice from the Town to do so, transfer ("Transfer"), at no cost or expense to the Town, the property to the Town free and clear of all registered charges, liens and encumbrances whatsoever except for any charges or encumbrances registered by or in favour of the Town.

The Buyer and the Town agree that no monies whatsoever shall or need be paid by the Town to the Buyer for or in respect of such Transfer of the property to the Town, whether because of any work and/or improvements and/or otherwise (collectively referred to as "Improvements") done or made by the Buyer or anyone else in or to the property or otherwise. Neither any Improvements nor any cost or expense therefore and/or otherwise shall be nor need be paid and/or reimbursed by the Town to the Buyer or otherwise; all Improvements shall be forfeited to, and be and become the property of the Town upon the Transfer of the property to the Town without any compensation or otherwise for or in respect thereof to the Buyer and/or anyone else.

3. The covenants contained herein shall run with the property, and bind the property and the Buyer for the benefit of the lands and premises of the Town.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

4. It is covenanted and agreed by and between the parties that, notwithstanding anything contained in this Agreement, any and all conditions, covenants, agreements, and otherwise of the Buyer contained in this Agreement (including, without limitation, in Schedule A, and/or in any documents to be delivered by the Buyer on closing), shall not merge in the closing of the purchase and sale transaction contemplated herein, nor in the conveyance of ownership of the property by the Seller, but shall remain in full force and effect subsequent to the completion date.

Applies to Lots 1 to 6 and 12 to 16

5. The Buyer acknowledges the water line/shut off valve may be located within .6 m from the front lot line of the property.

Applies to Lots 6, 11 and 12

6. It is acknowledged and agreed by the Buyer that the transfer of the property to the Buyer on closing shall contain and be subject to a reservation of easement in favour of the Seller in the form attached hereto as Schedule A-1, and that the property which is affected by and subject to such reservation of easement are those lands currently designated as Part 2 on Plan 48R-4374 (re Lot 12); Part 3 on Plan 48R-4374 (re Lot 11); and Part 4 Plan 48R-4374 (re Lot 6).

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Page 8 of 9

**SCHEDULE A-1
TO SCHEDULE A
TO AGREEMENT OF PURCHASE AND SALE**

RESERVATION OF EASEMENT IN GROSS

RESERVING unto the Transferor, 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 [legal description of lands which are subject to the easement] (the "Easement Lands"):

1. to lay down, construct, erect, maintain, operate, inspect, repair, replace, relocate, upgrade, reconstruct and/or remove at any time and from time to time, storm sewer(s), 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 basins, and/or appurtenances thereto and/or associated material and equipment (all or any of which works are herein call 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 of 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 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 be responsible for any damage caused at any time by its agents or employees to the Easement Lands. When practical, the Transferor, after any of its activities, shall restore the Easement Lands appropriately. The subsequent maintenance of the Easement Lands shall be the responsibility of the Transferee.

THE TRANSFEE shall, subject hereto, have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferor, such consent not be unreasonably withheld:

- (a) the Transferee shall not place any buildings or other structures or dig, drill, pave, excavate in, on, and/or within the Easement Lands; and
- (b) no fill shall be deposited or removed from the Easement Lands, nor shall anything be done by the Transferee which might injure or damage the works or render more costly the restoration of the Easement Lands.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Page 9 of 9