

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 103-88

BEING A BY-LAW TO ASSUME ROSS DRIVE FOR  
SUMMER MAINTENANCE ONLY

WHEREAS the Council has established certain terms as to the dedication of road allowance, encroachment agreements and drainage easements in favour of the municipality prior to assumption of Ross Drive for summer maintenance only.

AND WHEREAS the affected owners have indicated their intention to provide all the required transfers.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. The Corporation of the City of North Bay is hereby authorized to accept a transfer of that part of parcel 7027 W&F necessary to provide a sixty-six (66) foot wide road allowance leading from Bayview Road to Ross Drive from White Acres Limited for the purpose of a public highway.
2. The Corporation of the City of North Bay is hereby authorized to accept drainage easements over the lands described on Schedule "A" hereto.
3. The Corporation of the City of North Bay is hereby authorized to enter into encroachment agreements for additional right-of-way abutting Ross Drive over the lands described on Schedule "B" hereto.
4. The Mayor and Clerk are hereby authorized to enter into encroachment agreements and drainage easements over the said lands in the form described on Schedule "C" and "D" respectively hereto.

5. The Solicitor is hereby authorized to take such steps and to execute such further and other documents as may reasonably required to give effect to the said transfers.
6. Upon receipt and registration of the above transfers, encroachment agreements and drainage easements by the owners of lots along Ross Drive The Corporation of the City of North Bay shall assume Ross Drive for the purpose of summer maintenance from May 1 to October 31 in each year only.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF AUGUST , 1988.

READ A SECOND TIME IN OPEN COUNCIL THIS 15TH DAY OF AUGUST , 1988.

READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 15TH DAY OF AUGUST , 1988.

  
MAYOR

  
CITY CLERK

SCHEDULE "A"  
DRAINAGE EASEMENTS

1. Ten (10) feet in perpendicular width along the South lot line of Part 12 of Plan NR-2276 (Ringler).
2. Ten (10) feet in perpendicular width along the South lot line of Lot 7 of Plan M-233 (Ringler).
3. Ten (10) feet in perpendicular width along the North lot line of Part 11 of Plan NR-2276 (Hambley).
4. Ten (10) feet in perpendicular width along the North lot line of Parcel 1726 W&F (Hambley).
5. Ten (10) feet in perpendicular width along the South lot line of Part 9 of Plan NR-2276 (Beaton).
6. Ten (10) feet in perpendicular width along the South lot line of Parcel 1351 W&F (Beaton).
7. Ten (10) feet in perpendicular width along the North lot line of Part 8 of Plan NR-2276 (Palframan).
8. Ten (10) feet in perpendicular width along the North lot line of Lot 6 of Plan M-233 (Palframan).
9. Ten (10) feet in perpendicular width along the South lot line of Part 2 of Plan NR-2276 (McKerrow).
10. Ten (10) feet in perpendicular width along the South lot line of Parcel 876 W&F (McKerrow).
11. Ten (10) feet in perpendicular width along the North lot line of Part 1 of Plan NR-2276 (Nichols).
12. Ten (10) feet in perpendicular width along the North lot line of Parcel 365 W&F (Nichols).
13. Ten (10) feet in perpendicular width along the North lot line of Part 3 of Plan 36R-3803 also described as Parcel 921 W&F (Nichols).
14. Five (5) feet in perpendicular width along the South lot line of Part 1 of Plan 36R-3985 (Geden).
15. Fifteen (15) feet in perpendicular width along the South lot line of Parcel 457 W&F.
16. Fifteen (15) feet in perpendicular width along the North lot line of Part 1 of Plan 36R-3803 (Brownell).
17. Five (5) feet in perpendicular width along the North lot line of Parcel 456 W&F (Brownell).

SCHEDULE "B"

Lot 7, Plan M-233	(Ringler)
Parcel 1726 W&F	(Hambley)
Parcel 2631 W&F	(Kinley)
Parcel 1351 W&F	(Beaton)
Lot 6, Plan M-233	(Palframan)
Lot 5, Plan M-233	(Wilson)
Lot 4, Plan M-233	(Kizell)





# Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

**A**

FOR OFFICE USE ONLY

(1) Registry  Land Titles  (2) Page 1 of \_\_\_\_\_ pages

(3) Property Identifier(s) Block \_\_\_\_\_ Property \_\_\_\_\_ Additional: See Schedule

(4) Consideration \_\_\_\_\_ Dollars \$

(5) Description This is a: Property Division  Property Consolidation

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)	Signature(s)		Date of Signature
			Y M D

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)		Date of Signature
			Y M D

(10) Transferor(s) Address for Service

(11) Transferee(s)

		Date of Birth
		Y M D

(12) Transferee(s) Address for Service

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature		Date of Signature		Signature		Date of Signature
		Y M D				Y M D

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor		Date of Signature		Signature		Date of Signature
		Y M D				Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor		Date of Signature		Signature		Date of Signature
		Y M D				Y M D

(15) Assessment Roll Number of Property

Cty.	Mun.	Map	Sub.	Par.

(16) Municipal Address of Property

(17) Document Prepared by:

Fees and Tax	
Registration Fee	
Land Transfer Tax	
<b>Total</b>	

FOR OFFICE USE ONLY

## Additional Property Identifier(s) and/or Other Information

1. THE RIGHT AND EASEMENT hereinafter described, to be used and enjoyed as appurtenant to the respective lands of the Transferee known as Lot 277, Registered Plan 10 in the Land Registry Office for the City of North Bay.
2. The TRANSFEROR grants and transfers to the Transferee a free and unencumbered easement in perpetuity over, along, upon, under and across the Transferor's lands for the purposes of laying down, constructing, operating, repairing, reconstructing, renewing, maintaining and making additions to: Above Ground Surface Drains and all appurtenances to all the aforementioned and to connect unto the same from time to time at any location or locations.
3. FOR EVERY SUCH PURPOSE the Transferee shall have access to the Transferor's lands at any time by its servants, agents, contractors, employees and workmen together with all necessary vehicles, supplies and equipment for the purpose aforesaid.
4. THE TRANSFEROR covenants and agrees with the Transferee that it will not excavate, drill, install, erect or construct in, on, over or through the lands hereinafter described, any pit, well, foundation, pavement, building, structure or installation or do any other thing which might injure or damage the aforesaid works without the prior written consent of the Transferee.
5. (a) The Transferee, upon request, shall consent to the Transferor, at its own expense, erecting fences, constructing new drains and constructing, surfacing or repairing its lanes, roads, driveways, pathways and walks across, on and in the land hereinafter described or any portions thereof.

PROVIDED that before commencing any such work the Transferor:

Shall give to the Transferee not less than five (5) clear days notice in writing, setting forth the work to be done, in order that the Transferee may have a representative present to inspect the site, the work to be done and the performance of such work.

- (b) The Transferor, at its own expense, in acting under paragraph (a):
  - (i) Shall follow the instructions of the aforesaid representative as to the performance of such work in order that no damage will be occasioned to the drains, pipes and watermains and appurtenances to all the aforementioned of the Transferee;
  - (ii) Shall exercise a high degree of care and skill and shall carry out such work in a good and workmanlike manner;
  - (iii) Shall perform any such work in such manner as not to endanger or damage the said drains, pipes or watermains and appurtenances to all the aforementioned;
  - (iv) Shall promptly rectify and repair any damage, which may be occasioned by reason of or resulting from the performance of the said work and restore the lands to their former state, so far as is practical.
6. THE RIGHTS, LIBERTIES, PRIVILEGES AND EASEMENTS, herein granted, conveyed and transferred are and shall be of the same force and effect to all intents and purposes as covenants running with the subject lands including all the covenants and conditions herein contained and shall extend to, be binding upon, and enure to the benefit of the parties hereto, their successors and assigns respectively.
7. NOTWITHSTANDING any rule of law or equity and even though any of the Transferee's facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.