

LRO # 65 Transfer Easement

Received as YR782582 on 2006 02 28 at 10:06

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 4

Properties

PIN 03377 - 0117 LT Interest/Estate Fee Simple ☒ Add Easement
Description PT LT 1 CON 3 KING DESIGNATED AS PART 4 ON 65R28445 ; VAUGHAN
Address 12295 KEELE STREET
VAUGHAN

Consideration

Consideration \$ 2.00

Transferor(s)

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

Name BEATTY, DAVID
Address for Service 12295 Keele Street
Vaughan, Ontario

I am at least 18 years of age.

Rosa Marie Beatty and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name BEATTY, ROSA MARIE
Address for Service 12295 Keele Street
Vaughan, Ontario

I am at least 18 years of age.

David Beatty and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name TORONTO AND REGION CONSERVATION AUTHORITY
Address for Service 5 Shoreham Drive
Downsview, Ontario
M3N 1S4

Statements

Schedule: See Schedules

Signed By

Cherie Lynn Brant	3100-40 King St. W. Toronto M5H 3Y2	acting for Transferor(s)	Signed	2006 02 28
Tel 416-865-6600				
Fax 4168656636				
Cherie Lynn Brant	3100-40 King St. W. Toronto M5H 3Y2	acting for Transferee(s)	Signed	2006 02 28
Tel 416-865-6600				
Fax 4168656636				

Submitted By

GARDINER ROBERTS LLP 3100-40 King St. W. 2006 02 28
Toronto M5H 3Y2
Tel 416-865-6600
Fax 4168656636

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Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 03377 - 0117 PT LT 1 CON 3 KING DESIGNATED AS PART 4 ON 65R28445 ; VAUGHAN

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BY: BEATTY, DAVID

BEATTY, ROSA MARIE

TO: TORONTO AND REGION CONSERVATION AUTHORITY

%(all PINs)

1. CHERIE BRANT

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 TORONTO AND REGION CONSERVATION AUTHORITY 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.
- ☐ (g) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my same-sex partner described above in paragraph(s) ().

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

(a) Monies paid or to be paid in cash	2.00
(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))	2.00
(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	2.00

4.

Explanation for nominal considerations:

s) other: Easement for conservation purposes.

5. The land is not subject to an encumbrance**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement

LRO 65 Registration No. YR782582 Date: 2006/02/28

B. Property(s):

PIN 03377 - 0117 Address 12295 KEELE STREET
VAUGHANAssessment -
Roll No

C. Address for Service:

5 Shoreham Drive
Downsview, Ontario
M3N 1S4

D. (i) Last Conveyance(s): PIN 03377 - 0117 Registration No. R316118

(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By:

Cherie Lynn Brant
3100-40 King St. W.
Toronto M5H 3Y2

EASEMENT IN FAVOUR OF TORONTO AND REGION CONSERVATION AUTHORITY

- A. The Transferor is the registered owner in fee simple of the lands described in the Transfer herein (hereinafter called the "Lands").
- B. The Transferee is a "conservation body" within the meaning of the Conservation Land Act.
- C. The Transferor has agreed to grant to the Transferee an easement over the Lands in favour of the Transferee in respect of the Lands (the "Conservation Easement") in order to effect their conservation.
- D. This Conservation Easement is entered into pursuant to the Conservation Land Act.

NOW THEREFORE in consideration of the sum of two dollars (\$2.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the *Conservation Land Act*, the Transferor does hereby grant to the Transferee, its successors and assigns, a Conservation Easement over the Lands of the nature and character and to the extent hereinafter set forth:

- 1. In order for the conservation, maintenance, restoration and enhancement of the Lands, and, in particular, for the conservation of trees located upon the Lands and the vegetation and to ensure slope stability and maintain other environmental features the Transferor agrees to the following restrictive covenants in respect of the Lands and covenants with the Transferee as follows:
 - (a) No fill or soil shall be placed, dumped, brought onto, deposited on or under or removed from the Lands or any part thereof, and no excavations shall be made on or from the Lands or any part thereof;
 - (b) No changes will be made to any existing grade or landscaping of the Lands or any part thereof or to any vegetation or ground cover on the Lands;
 - (c) No erection or construction of any buildings, accessory buildings, structures or improvements shall be permitted on or under the Lands or any part thereof;
 - (d) No erection of any fence shall be permitted on the Lands or any part thereof except with the prior written consent of the Transferee;
 - (e) There shall be no:
 - (i) straightening, changing, diverting, interfering with or altering any water courses;
 - (ii) draining of any wetlands within the Lands in any matter;
 - (iii) interfering with any drainage facilities servicing the Lands or any part thereof;
 - (iv) interfering with or a disturbance of any vegetation or ground cover or tree roots on the Lands;
 - (v) obstructing of the natural flow or water over, under, from or to the Lands or any part thereof;
 - (vi) doing anything which would materially affect the quality of the water on or flowing over or under the Lands or any part thereof; or
 - (vii) cutting, disturbing, pruning or removal of vegetation or trees,

except as required by or in accordance with all statutes, laws by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time in force, provided, before undertaking any activity hereby otherwise prohibited, the written consent of the Transferee shall be obtained;

- (f) There shall be no action taken and nothing shall be done to interfere with, hasten, accelerate, delay or prevent the natural function of or any natural occurrence on the Lands;
- (g) Where the erection or construction of a fence is permitted and where such fence is along the boundary of the Lands or any portion thereof, there shall be no gate in such fence, or no gate in such fence where it is along the boundary of the Lands as the case may be, allowing access onto any other properties other than the Lands; and
- (h) There shall be no direct access from the Lands to any lands owned by the Transferee

All unless otherwise expressly consented to by the Transferee in writing prior to the undertaking of any work contrary to the foregoing.

For the purpose of obtaining the written consent of the Transferee to any undertaking otherwise prohibited herein, the Transferor shall make application to the Transferee and shall provide the Transferee with such information and materials as may be required by the Transferee.

In the event that the Transferor replaces any vegetation or trees with the written consent of the Transferee, it shall be done with similar vegetation or trees, as the case may be, satisfactory to the Transferee in accordance with good horticultural practices.

- 2. The Transferee's employees, agents, servants, workers, contractors, officers and directors, and their supplies, equipment, materials, machinery and vehicles may enter on and have access to the Lands at reasonable times for the following purposes:
 - (a) inspections;
 - (b) to carry out any construction, alteration, repair, improvements, installation or work reasonably required in the opinion of the Transferee for the purpose of vegetation or tree preservation; and

- (c) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes

provided that all of the foregoing is done at the sole expense of the Transferee and provided that in the exercise of such rights, the Transferee, and its successors and assigns, as the case may be, shall repair any damage done or caused to the Lands or lands abutting thereto at their expense and shall provide reasonable notice, and further provided, the Transferee shall be under no obligation to carry out such purposes or be responsible for any damage as a result of any failure to do so.

3. In addition to the easement rights set out above, the Transferee's employees, agents, servants, workers, contractors, officers and directors, and their supplies, equipment, materials, machinery and vehicles may enter on and have access to the Lands at reasonable times for the following purposes:
- (a) to carry out (but without any obligation to do so) any construction, demolition, maintenance, alteration, restoration, repair, or work required in the opinion of the Transferee due to a breach of the covenants contained herein by the Transferor and its successors and assigns in title including, without limitation, replacement of any vegetation or trees removed or otherwise damaged without the consent of the Transferee, at the cost of the Transferor;
 - (b) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes,

provided that the Transferee, and its successors and assigns, as the case may be, shall provide two days' written notice in the case of access for the above purposes, including surveying and any purpose which required the bringing of vehicles or machinery onto the Lands. The notice provided for herein shall describe the nature, scope, design, location, timetable and any other material aspect of the activity proposed.

In the event that the Transferee undertakes any work described in clause 3(a), the Transferor and its successors and assigns in title shall, notwithstanding anything in this document to the contrary and notwithstanding that such may be similar to the work that is described in clause 2(b), pay the cost thereof to the Transferee upon demand by the Transferee and the cost shall be a charge upon the Lands until paid.

4. The rights described in Sections 2 and 3 are collectively referred to as the "Easement".
5. The Transferor reserves to itself, and its successors and assigns, and any transferee therefrom, all rights accruing from its ownership of the Lands, including the right to engage in, all uses of the Lands that are not expressly prohibited herein, and no right of access by the general public to any portion of the Lands is conveyed hereby.
6. Nothing contained herein shall be construed to entitle the Transferee or its successors or assigns to bring any action against the Transferor, its successors or assigns or any transferees therefrom, for any injury to or change in the Lands resulting from causes beyond the control of the Transferor or its successors or assigns, or transferees therefrom, including, without limitation, fire, flood, storm or earth movement, or from any prudent actions taken by the Transferor under emergency conditions to prevent, abate, or mitigate significant injury to the Lands or to lands abutting thereto resulting from such causes.
7. For the purposes of the Conservation Easement:
- (a) "Lands" means the lands described in the Transfer to which this Schedule is attached;
 - (b) "existing" means existing at the time the Conservation Easement is executed.
8. The Conservation Easement shall run with the Lands in perpetuity or until such time as the Transferee, or its successors or assigns authorize a release of such Conservation Easement and the benefit thereof shall be annexed to and run with all other lands and interest in lands owned, occupied or used by the Transferee and its successors and assigns.
9. Nothing contained herein shall be construed to transfer responsibility from the Transferor to the Transferee or its successors or assigns to maintain the Lands or any landscaping or trees or other vegetation on the Lands or to transfer responsibility to comply with any statute, law, by-law, regulation, ordinance, order or requirement of governmental or other public authorities having jurisdiction with respect to the maintenance of the lands or any landscaping or trees or other vegetation on the Lands.
10. If any term or provision herein is found to be void or unenforceable, same shall be severed and considered not to form a part hereof and the balance shall remain in full force and effect.