

The Corporation of the Township of Woolwich

By-law No. 30-2023

A By-law to Enter into an Easement Acquisition Agreement for a
portion of lands on Woolwich Street North, Breslau

WHEREAS the Council of the Corporation of the Township of Woolwich wishes to enter into an Easement Acquisition Agreement with the Lascor Holdings Limited.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOOLWICH HEREBY ENACTS AS FOLLOWS:

That the Township of Woolwich agrees to enter into Easement Acquisition Agreement with:

LASCOR HOLDINGS LIMITED

in the form attached hereto in draft and to be finalized;

That the Mayor and Clerk are authorized to execute the above-mentioned Easement Acquisition Agreement and affix the corporate seal of the Township of Woolwich.

FINALLY PASSED AND ENACTED this 4th day of April, 2023.

Mayor

Clerk

EASEMENT ACQUISITION AGREEMENT

BETWEEN:

LASCOR HOLDINGS INC.

(hereinafter referred to as “**Lascor**”)

OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

(hereinafter referred to as the “**Township**”)

OF THE SECOND PART

WHEREAS the Township and Lascor (the “**Parties**”) have entered into an Agreement of Purchase and Sale dated [REDACTED] (the “**APS**”) whereby Lascor will purchase from the Township those lands along the eastern portion of Woolwich Street North which have been declared surplus by the Township, being adjacent to 49 Woolwich Street North, Breslau, and being described as Parts 1, 2, 3, 4, and 5 on Reference Plan 58R-21651 attached hereto as **Exhibit “A”** (the “**Subject Property**”);

AND WHEREAS this Easement Acquisition Agreement (“**EAA**”) shall be conditional on the completion of the APS and the transfer of the Subject Property from the Township to Lascor;

AND WHEREAS there currently exists certain municipal infrastructure, including water and sanitary infrastructure, on or about certain portions of the Subject Property, being Parts 2 and 4 on Reference Plan 58R-21651 (the “**Easement Lands**”)

AND WHEREAS the Township requires a permanent easement over the Easement Lands for the continued use, operation, maintenance, repair, reconstruction, removal, or other works to be completed in relation to the municipal infrastructure and anything ancillary thereto (altogether, the “**Municipal Works**”);

AND WHEREAS Lascor has agreed to grant and convey to the Township a permanent easement in gross in perpetuity in, on, over and under the Easement Lands on the terms and conditions hereinafter set forth;

AND WHEREAS the Parties wish to benefit and burden the Easement Lands with the rights and obligations set out in the easement schedule attached hereto as **Exhibit “B”**;

NOW THEREFORE, in consideration of the mutual covenants set forth in this EAA and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Lascor hereby agrees to grant to the Township a permanent easement interest in, on, over and under the Easement Lands (the **“Easement”**).
2. The Township shall pay to Lascor the sum of TWO DOLLARS (\$2.00) in consideration of the transaction contemplated herein the **“Purchase Price”**).
3. This Offer is irrevocable by the **Township** until **5:00 pm on April 11, 2023**.
4. The Township acknowledges that if this transaction is subject to HST, that HST is in addition to the Purchase Price and shall be paid by the Township. Lascor will not collect HST on closing if the Township provides to Lascor, on or before the Closing Date, the Township’s HST number and executes and delivers to Lascor the Township’s usual warranty and indemnity form confirming that the Township shall self-assess and remit the HST payable and file the prescribed forms, and shall indemnify Lascor in respect of any HST payable.
5. The closing date of this transaction shall be on **May 11, 2023**, or prior thereto, if mutually agreed to in writing (hereinafter referred to as the **“Closing Date”**).
6. The Township shall not call for the production of any title deed or other evidence of title, except as may be in the possession of Lascor.
7. It is understood and agreed the Easement shall be granted by Lascor for the Municipal Works on the terms and conditions set out in the attached **Exhibit “B”**, which exhibit shall be appended to the Transfer Easement document registered on title by the Township at Lascor’s expense.
8. The Township is to be allowed until five (5) business days prior to the Closing Date to investigate the title to the Subject Lands, at its own expense. If, within that time, any valid objection to title is made, in writing, which Lascor shall be unable to remove and which is not waived by the Township, this EAA shall be null and void. Without limiting the generality

of the foregoing, Lascor shall be required to postpone any debentures, charges or mortgages on the lands in favour of the Transfer Easement documents to be registered on closing of this transaction. This requirement is inserted for the sole benefit of the Township and may be waived at the Township's sole discretion. The Closing Date for this transaction may be extended at the Township's sole discretion where necessary to allow additional time to facilitate postponement(s) from any debenture(s), charge(s) or mortgagee(s).

9. Lascor shall provide on closing any certificates, affidavits, declarations or any other documents required for compliance with the *Family Law Act*, the *Income Tax Act* (Canada) and any other statutes, where such certificates, affidavits, declarations or documents are required to permit the conveyance of the Easement to the Township free of any claim, lien or interest of any person or government.
10. It is understood and agreed that, except as explicitly stated otherwise, Lascor shall be solely responsible for any and all costs associated with the preparation, execution, and administration of this EAA and the conveyance of the Easement, including without limitation the costs to have the relevant exhibit(s) registered on title, and further including without limitation the Township's reasonable legal fees and disbursements (inclusive of HST), upon receipt of an itemized statement in connection therewith and within ten (10) business days after the Closing Date.
11. The Township, and its agents, shall have the right of entry onto the Easement Lands from the date of acceptance of this EAA for the purposes of inspection, sampling, surveying, and performing environmental and geotechnical testing as it deems necessary including, but not limited to, obtaining soil and liquid samples and drilling test holes. The Township agrees to restore the Easement Lands, so far as reasonably possible, to their original condition.
12. Lascor shall provide the Township with all consents or authorizations, written or otherwise, necessary or desirable to enable the Township to obtain information as the Township may consider necessary or advisable in determining the environmental condition of the Easement Lands within three (3) days after the request therefor. Lascor shall further provide the Township with all documents and reports in its control or possession relating to the environmental condition of the Easement Lands within three (3) days after the request therefor.
13. Time shall be, in all respects, of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by Lascor and the Township or by their respective solicitors who are hereby expressly appointed in this regard.
14. Lascor represents to the Township that no *Planning Act* consent is required for the transaction contemplated herein.

15. It is agreed that there is no representation, warranty, collateral agreement or conditions affecting the said EAA or the Easement Lands other than as expressed herein.
16. All covenants, provisions, terms, warranties, and representations contained in this EAA on the part of both Lascor and the Township shall not merge upon the completion of this transaction.
17. Any tender of documents or money may be made upon either party or their solicitors, and the money may be tendered by cheque of a chartered bank or trust company.
18. Any notice under this EAA is sufficiently given if delivered personally or if sent by ordinary prepaid mail, prepaid courier, by e-mail, or by fax addressed as follows:

to Lascor at:

Lascor Holdings Inc.

Attn: Corey Lasso

with a copy to:

Dueck, Sauer, Jutzi & Noll LLP

Attn: David Jutzi

To the Township at:

24 Church Street West

P.O. Box 158

Elmira, ON N3B 2Z6

ATTN: Director of Infrastructure
Services

with a copy to:

Smith Valeriotte Law Firm LLP

294 East Mill Street, Unit 108

Centre Wellington, ON N0B 1S0

ATTN: Jennifer Maas

or at such other address or addresses as Lascor and the Township may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by email or facsimile or, if mailed, three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

19. The Township and any assignees will fully indemnify and save harmless Lascor from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind for which Lascor may become liable or suffer by reason of the use of the Easement Lands by the Township, its assigns or those for whom it is in law responsible including any breach of or non-performance by the Township of any provision of this EAA, saving and excepting therefrom any direct action or negligence by or on the part of Lascor, its officers, employees, contractors, invitees, or those for whom in law Lascor is responsible. The preceding indemnification shall survive closing and does not merge. Notwithstanding the foregoing, the Township shall not be responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any hazardous substance in connection with the Township's occupation or use of the Easement Lands, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Township or those for which it is responsible in law.

20. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O., Chapter L.4, as amended from time to time, and any successor thereof. The parties agree to adopt the Law Society of Ontario - Ontario Bar Association Document Registration Agreement in use on the date of acceptance of this EAA and to abide by, and instruct their solicitors to abide by, the closing in procedures set forth therein for electronic registration.

21. This EAA and everything contained herein, when executed by the Township's authorized signing officers, shall enure to the benefit and be binding upon the parties and their respective successors and approved assigns.

22. Notwithstanding any other provisions of this EAA, the Parties hereto agree with each other that none of the provisions of this EAA (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter, either the Council which authorized the execution of this EAA or any of its successors Councils in the exercise of any of Council's discretionary powers, duties or authorities. Lascor hereby acknowledges that it will not obtain any advantageous planning, servicing, financial or other consideration or treatment by virtue of it having entered into this EAA or by virtue of the existence of this EAA.

23. This EAA shall be interpreted under and be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Signature page follows. Remainder of page is intentionally blank.

IN WITNESS WHEREOF the parties hereto have fully executed this EAA.

**THE CORPORATION OF THE TOWNSHIP OF
WOOLWICH**

Per: _____
Name: Sandy Shantz
Title: Mayor

Name: Jeff Smith
Title: Clerk
"We have authority to bind the Corporation"

LASCOR HOLDINGS INC.

Per: _____
Name: Corey Lasso
Title: President

"I have authority to bind the Corporation"

EXHIBIT "A"

THE SUBJECT LANDS

[To attach Reference Plan, with the Easement Lands identified as Parts 2 and 4 therein]

EXHIBIT "B"

SCHEDULE TO EASEMENT

TRANSFEROR: Lascor Holdings Inc.

TRANSFeree: The Corporation of the Township of Woolwich.

SUBJECT PROPERTY: PT LT 114 GERMAN COMPANY TRACT, PTS 1, 2, 3, 4, 5 58R-21651; PART OF PIN 22251-1343(LT).

EASEMENT IN GROSS:

1. The Transferor does hereby grant to the Transferee an easement in gross in, on, over and under the portion of the Subject Property known as Parts 2 and 4 of Plan 58R-21651 (the "**Easement Lands**") for the purposes of the construction, installation, operation, maintenance, repair, and replacement of any existing or future municipal water and sanitary infrastructure and all ancillary works thereto (the "**Municipal Works**") including, without limitation, in relation to sewer mains, manholes, backfill, and all related infrastructure, subject to the provisions of this schedule, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Township and the Township's officers, employees, servants, agents, consultants, contractors and subcontractors and their supplies or equipment shall, subject to the terms herein, have access to the Easement Lands at all times;
2. Together with the right of free, uninterrupted and unobstructed ingress and egress for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred;
3. Together also with the right to trim, fell, and remove any trees, brush, boulders, fences and signs or any other obstacles either overhead or underground, upon, over, under, along, or across the lands herein presently owned by the Transferor, or any other future owner, so as to preserve the integrity of the above-noted Municipal Works;
4. The Transferor agrees to keep the Easement Lands clear of all bush, trees, fences, signs, buildings, structures or other obstructions of any nature whatsoever as may be incompatible with the enjoyment of the Transferee's easement rights granted herein.
5. The Transferee covenants and agrees with the Transferor that, except for the above, each shall be responsible for any damage caused by the negligence of its own agents or employees to the property of the Transferor in the course of exercising the rights and easement hereby transferred, and shall as far as possible replace, each at its own costs, any soil or turf removed in connection with any of the work referred to above.
6. Neither party shall be obligated to undertake winter maintenance or snow removal on the Easement Lands. The Township shall not be obligated to undertake grass cutting, weed control, pest control or leaf removal on the Easement Lands.

7. The Transferor acknowledges and agrees:
 - a. that all improvements and Municipal Works existing or installed by the Transferee on the Easement Lands are chattel property owned by the Transferee;
 - b. that the Transferor shall have no responsibility for the design, construction, installation, operation, inspection, testing, maintenance, alteration, repair, removal or replacement of the Municipal Works;
 - c. to provide written notification to the Transferee of any major alteration or reconstruction to be undertaken on the Subject Property;
8. This is an easement in gross.