

# **East Beehive Community Association**

**Submission To**

**City of Kawartha Lakes Council**

**Matter CW2020-078**

**June 16, 2020**

**Submitted by:**

**Harry Matheis, President,  
East Beehive Community Association**

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**City of Kawartha Lakes Council - and Committee of the Whole  
Submitted June 16<sup>th</sup>, 2020**

MATTER OF CW2020-078 - June 23rd, 2020

**To the City of Kawartha Lakes Council meeting June 23rd, 2020**

**MATTER of CW2020-078**

**Country Club Heights Petition to Amend By-Law 2018-196 -allow Parking and 7 spaces:**

And

**East Beehive Community Association- Requesting No change to the Bylaw**

Thank you for allowing our submission to the Council regarding this matter.

When the Esser family purchased their East Beehive community summer home in 1972, Lot 11 on plan 373 there was a continuous fence along the eighth fairway separating the East Beehive Community residents of Plan 373 and the golf club known then as Beehive Golf and Country Club. The fence and the dead-end road with no thoroughfare were key considerations in their purchase as the children were young and the roadway very quiet.

In 1981 – 10 years after Esser’s purchased their summer home, Allan Stanley owner of the property north of East Beehive Community put forward Plan 577 – Creating Country Club Heights (CCH) community consisting of 48 residential lots for sale some 1.5 kms away.

In December of 1983 and in order to improve sales values of Stanley’s lots in CCH, he granted a beach front Lot for the 48 residents with access to his beach as displayed on plan 57R-3737 E ½ Lot 16, Con VI on the East Half Part 1 of his property by Instrument 184731

## East Beehive Community Association Supplementary Overview

City of Kawartha Lakes Council

Aylmer and Clonsilla Drive in the East Beehive Community are unassumed roadways used by residents of Country Club Heights (CCH) to park and gain access to a private beach located in a neighbouring golf club development called, Eganridge Golf Club.

Clonsilla and Aylmer Drive have always been deemed unassumed roads with the costs of maintaining the roads, grading, repair and ongoing maintenance throughout the year being a shared responsibility of the residents of the East Beehive Community Association (EBCA) through their annual assessment dues. Currently, these costs amount from \$5,000 to \$7,000 per year annually with some years especially after a harsh winter, a greater cost assessment is due to culvert maintenance and major contractor repairs. City of Kawartha Lakes (CKL) in the past has not shown interest in taking over these unassumed roads yet has supported the East Beehive by providing City and emergency services in exchange for the commitment by the Community to maintain the roadways year round at the residents expense.

At best, the roadways are 10-12 feet wide with multiple drainage culverts. Two vehicles cannot pass in the same lane without turning into a resident's drive, reversing, or venturing onto the soft marshy boulevard and risking a loss of control and getting the vehicle stuck.

For safety sake, the posted speed on these roadways is 15 kph yet despite the caution, non-residents and strangers continually exceed this recommendation. To be clear, the roadway is dangerous for any excessive speed-dead slow is the safest speed.

The parking area requested by CCH is very narrow at the entrance, with thick brush and opens up to mature trees in a grassy quaint area. The proposed increased vehicle activity at a dead-end roadway would be a concern for safety and security not to mention the *peaceful enjoyment of property* by the current senior residents. Continual activity and roadway traffic in this area will also pose a safety concern for the children and residents walking on this narrow roadway.

The residents of CCH continue to express their entitlement in respect of their "rights" to use the unassumed road and parking in their cleared areas while showing little regard for Bylaws of CKL or the East Beehive Community.

Lot 13 in the East Beehive Community was vacant in 1983 and for many years after as it was not until 2002 the lot became owned by one of the residents of CCH. Members of the CCH community cut the grass and parked on Lot 13 and made their way to the beach through an opening made in the fence by the owner of Lot 13. The idea of putting a vehicle parking lot on Lot 13 for the 48 families of CCH was proposed to the CKL and later abandoned as not proceeded with. The owner of Lot 13 offered the Lot to the residents of CCH for the current use without success and subsequently sold the lot to the current year-round resident of the East Beehive Community to build their home on. The opening in the fence was returned to its original intention.

A second solution was provided for CCH with the CKL at Council offering a license in 2008 to CCH residents to build a parking area with a ten year lease as a solution to parking their vehicles located on Plan B...and this was not acted upon once during the 10 year lease offering. (Council Motion and text attached)

Questions for Council, are how many more offers or concessions for CCH will be considered, or will the current Bylaw and its' original intention of safety for children and residents of EBCA be upheld? ...and for the safety reasons and liability concerns as originally intended?

## HISTORICAL SUMMARY OF EVENTS - leading up to today

- 1.01 In 2001, EBCA at significant expense shared by the residents began a program of improving the road conditions with hope to attract City support and emergency vehicle support- this was done over a three-year period at residents' expense and continues today.
- 1.02 ██████ a resident of CCH community, purchased Lot 13 on Plan 373 in 2002- with an intention of turning it into a parking area for owners of Plan 577 who wanted to access the beach. ██████ sought legal assistance through Laurie McLean on the matter and proposed in August 2002 a parking area in the space between Lots 11,12 and on Lot 13 on the Clonsilla Road allowance to accommodate vehicles for 48 for owners of CCH.
- 1.03 The matter was referred to the City for comment and was reviewed with the City Roads Superintendent resulting in the City advising the roads would not be assumed by the City due to the roads condition. This was communicated to ██████ and recommended that the parking matter be referred to EBCA.
- 1.04 Unable to sell the beach access parking spaces, the matter of parking for vehicles from CCH community on LOT 13 was abandoned by ██████; the lot was offered for sale to the residents of CCH yet never proceeded. ██████ sold the lot to a current resident July 2004. An opening in the fence for access which was made during ██████ ownership of the lot was closed after the sale. Some residents of CCH had been accessing the beach through this area of LOT 13 or via golf cart through Eganridge.
- 1.05 LOT 13 had a year round home constructed on it and the previous opening in the fence was returned to its' original state; a new narrow opening in the fence was made by someone at the south end of LOT 13 to allow for pedestrian access to the Eganridge property and the beach access for CCH community. Once this occurred there was great interest from the Owners in Plan 577 to get a parking lot closer to 57R3737 Part 1.

- 1.06 On August 29th, 2006 the CKL Counsel approved a parking lot licensed for the Residents of Country Club heights on Block B Plan 373. Excerpt below
- RESOLVED THAT the deputation by Don Ferguson, representing Country Club Heights Association in regard to a License Agreement to construct a parking area located at Block B Plan 373, in the geographic Township of Verulam to be received. Moved by Councillor Cziraky, seconded by Councillor Lawder, RESOLVED THAT a license agreement be entered into with Country Club Heights Association, for the use of a 60'X25' area located on Block B, Plan 373, Geographic Township of Verulam, for a term of ten (ten) years, for nominal consideration, for the purpose of permitting Country Club Heights Association to construct and maintain a parking lot for the use of its' members when enjoying their deeded access over a common use beachfront property subject to confirmation of access rights with the East Beehive Community Association; and THAT the Mayor and Clerk be authorized to execute the license agreement.***
- 1.07 April 2008 it was apparent there was no interest by CCH community to build the parking lot they requested as seen in attached correspondence (Walker letter) and further clarification that instrument R184731 referred to access to 57R3737 Part 1 over the lands owned by Allan Stanley which were West of East View Drive, consisting of the east side of the Beehive/Eganridge property. CCH had 10 years to build this parking lot and never did. The agreement expired in 2016.
- 1.08 In July of 2017 a number of CCH residents arrived at the west end of Clonsilla drive and began clearing the road allowance to make room for their vehicles and cleared a path to the narrow opening in the Fence. EBCA was assured by Rodney Porter of the City of Kawartha Lakes Roads Supervisor that Country Club Heights is not allowed to cut the brush on the Road allowance. When many CCH residents showed up in 8-10 vehicles with chain saws and other brush cutting instruments OPP and City ByLaws representatives were called. Both Showed up, but the City Bylaw officer arrived after all the vehicles had left. EBCA community was assured a report would be submitted.

**SEE PHOTOS EXHIBIT A – ATT'D August long weekend 2019**

- 1.09 In 2018 The City amended the parking Bylaws to prohibit parking on Clonsilla and Aylmer Drives. Members from Country Club Heights continue to park on the road allowance and multiple complaints have been lodged with MLE including photos and dates. Unfortunately, the By Law officers arrive after the parked cars have left. On the August Long weekend 2019 a truck (above photo) obstructed the Lot 12 driveway for more than 4 hours as the owner of the truck had brought Kayaks to the beach.
- 1.10 The Fence opening south of lot 13 on the road allowance was repaired to its original state once the No Parking Bylaws were in force. Sometime in May 2020 the repair was removed and on June 3, 2020 the grass was cut by a CCH resident -when asked the resident advised he was cutting the grass in the area on the direction of [REDACTED] parking has continued on the Clonsilla Road allowance being observed again on June 3.
- 1.11 On Friday June 5<sup>th</sup> EBCA learned of the matter of a petition by CCH containing text alleging the support in the petition document by the Mayor and local Councilor for the area. This matter had been reviewed by the City Council and Committee of the Whole on March 10<sup>th</sup> and the Direction to the Committee to prepare a report for the Committee to go before Council in April next meeting 2020.

- 1.12 ON Friday June 5<sup>th</sup> 2020 EBCA became aware of and reviewed the Petition and meeting minutes from the March 2020 meeting at Council for the first time-purely by accident during inquires of the City as to why the members of CCH were still clearing and parking in areas at the dead-end of Clonsilla Drive signed as No Parking as per the Bylaw.

## PETITION SUBMISSIONS

### CCH PETITION 2.01

- 2.01 Parking has been permitted on this road allowance since Plan 577 was approved in 1983 with the approval and support of The City of Kawartha Lakes (refer to Appendix B Letter from the City Solicitor dated Nov 27, 2007). Since 1983 to the present, bylaw enforcement or the police have never issued a ticket, towed a vehicle or issued a warning related to parking on the road allowance.

*Response from EBCA*

*The residents of EBCA agreed to an informal no parking on the street rule for more than 30 years due to the narrowness and safety of the unassumed road plus the very soft areas on the boulevard. The No Parking Bylaw for this area was passed in October 2018. Since then the matter has escalated with multiple complaints and photos of illegal parking filed with MLE. Due to the very long response times to the calls it may be that no tickets have been issued but the Bylaw is and has been broken regularly by residents of CCH. See photo(s) included earlier in this document of illegally parked cars continually regardless of the signs.*

### CCH PETITION 2.02

- 2.02 The area is identified on all 48 CCH titles as the entry point for access to deeded easement over Part 1 of East ½ Lot 16 Concession 6 on Registered Plan 57R-3737 to access the shoreline of Sturgeon Lake (see attached Appendix C).

*Response from EBCA*

*Appendix C is an altered copy of 57R3737. In June of 1983 there was no access point in the fence. The opening had not been created by until 2004 when ██████████ CCH resident had owned and sold Lot 13– Over 20 years later! You will notice on the original plan obtained from the Lindsay Land Registry office that there is no such access point. One can also see the East Half of Lot 16 clearly labelled on the fairway of the Golf Course, The East*

*side of the Beehive/Eganridge Property. Plan 373 and Plan 57R4301 – Both Established before instrument R184731 - Clearly show that Allan Stanley did not own any Lands to the East of full length of Eastview Drive, so he had no authority grant deed access through these lands.*

#### CCH PETITION 2.03

2.03 There is no other access to this deeded easement other than through this municipal road allowance.

*Response from EBCA*

*There is clear access on the east side of the Beehive/Eganridge Property. The fairway is often used for access by foot or golf cart to the beach front as a simple and efficient way to get there yet some members of Country Club Heights continue to walk to the beach.*

#### CCH PETITION 2.04

2.04 The majority of GCH residents are seniors, therefore the current by-law amendment (By-Law 2018-196) effectively prohibits many CCH residents from enjoying their deeded access to the shoreline as they would have to walk between a half of a kilometer to 1.2 kilometers, with chairs, kayak or canoe, etc.

*Response from EBCA*

*There are no special provisions for Seniors in Instrument R184731. Having said that, there were many seniors that had no difficulty coming down to cut the vegetation in July 2017. Also, the Distance from the proposed parking area and fence access is still significant and through bush, through a narrow fence opening and over land. Seniors requiring access directly to the beach are best served by using a golf cart over the East Side of Fairway 8 Eganridge property. This route is contained in instrument R184731 and by using a golf cart they can get directly to the Beech requiring little if any walking never mind half to-1.2 km as stated – this would bring them much closer to the beech than parking on the Clonsilla Road*

*Allowance . This would also apply to transporting chairs, kayaks or canoe's etc. In fact, access over the East side of the Beehive/Eganridge property would mean that those bringing watercraft to the beach would not have to unload, then and carry them through the bush at the west end of Clonsilla. They can in fact bring them directly to the beach and park their vehicle there. Furthermore, the liability of seniors on an unassumed road would pose a responsibility EBCA is not prepared to take as per Counsel.*

#### CCH PETITION 2.05

2.05 There is ample room for several cars to park within the road allowance which is approximately 100 feet by 160 feet without blocking the intersection or the two driveways that currently traverse this area. The road allowance is primarily grass covered with a few trees and bushes and could be utilized without any environmental impact. (See Appendix D for proposed parking areas). These areas have been discussed with and supported by Mayor Andy Letham and Councilor Kathleen Seymour-Fagan.

#### *Response from EBCA*

*There is not ample room for cars-the survey map was prepared many years ago and while in fact the survey provides 100 foot road allowance, in actual fact, the existence of mature trees and dense brush makes little sense of this "allowance" claim by CCH. This area is brush with a confined path made and many large mature trees- this is not a cleared area. The south part of the road allowance is grassy because the owners of Lot 12 adjacent have been taking care of it as an entrance to their residence drive and not for the benefit of parking for any vehicles. Lot 12 residents have been maintaining that area of road allowance as if it was boulevard as is the case with all East Beehive residents taking care of boulevard adjacent to their properties. To now allow parking essentially in the back yard of lot 12 residence for seven cars on the grass and treed road allowance maintained by the residents of lot 12 and allowing unknown vehicles accessing a proposed area by driving down the narrow driveway is a horrible way to treat the senior owners of Lots 11 and 12 and 13 plus the added security risk, traffic and unassumed road liability.*

## CCH PETITION 2.06

- 2.06 By-Law 2018-196 passed in September 2019 prohibiting parking on both Clonsilla and Aylmer Drives including the road allowance to the fence line shared with Eganridge Resort, Golf Club and Spa. The Bylaw was passed without notice to, or consultation with CCH residents even though the City Solicitor was aware that the City of Kawartha Lakes had previously ruled that we had the right to traverse across and park on this road allowance. However, the East Beehive Community (EBC) residents were advised prior to the submission.

*Response from EBCA*

*The East Beehive Community Association had been in contact with the City MLE and Reality Services for many months because of the ongoing difficulties experienced with Country Club Heights parking. From cutting brush to obstructing roadways with no regard for the community of East Beehive and actions of entitlement was raised with Council and requested to be stopped. We were not specifically informed of the submission but did learn of it from multiple correspondence as we search together for a way to deal with safety and emergency access on our narrow roads that the City has no desire to assume. The reason this solution was looked at was specific to safety, liability and the fact that there was no room for parking with many soft grassy areas. The grassy and mature treed boulevards that comprise the road allowance are by enlarge swamp and not suitable for parking and would not allow an emergency vehicle to cross – they would require significantly wider roads. None of these areas are designed to accommodate a thorough fare for up to 48 families and their vehicles to the most western part of Plan 373. Again, the best space to accommodate all those people and cars is the space contained in Instrument R184731 the east side of the Eganridge property is wide open and can easily accommodate 48 families, friends and their cars.*

*Perhaps it is time for the residents of CCH to adopt a golf cart mode of transportation to get to the beach as is evidenced and experienced in many seniors' communities today.*

*As far as this current matter for amendment or repeal of the Parking Bylaw notice goes this was submitted in February 2020 and heard in March and would have been decided in April without asking for any feedback from the East Beehive Community Association which directly affects our community, three specific home owners in close proximity to the uninvited traffic over an unassumed road all residents pay personally to maintain.*

*It does not become a stretch to see we should be aware of these concerns which directly affect our peaceful enjoyment of our property.*

*We thank Council for being given the opportunity to share our concerns and historical facts on the matter.*

## **SUMMARY**

We are grateful for the opportunity to address the City of Kawartha Lakes Council as it considers the matter of the CCH requested Bylaw changes and how those changes will directly affect the safety and liability of the residents of the East Beehive Community.

We respect the process and will honour any request to provide Council or Committee with any document's, history, or material needed in this review.

Finally, we request The City of Kawartha Lakes uphold the Bylaw s unchanged concerning any parking on the unassumed roads of Clonsilla and Aylmer Drive in the East Beehive Community.

## Attachments

Attachments relied upon not including all documents are referenced below:

- i. Letter dated April 28, 2008 from Robert J. Walker, EBCA Counsel
- ii. See Exhibit A for photos taken that day July 2017

Additional pdf attachments to Email Submission

- iii. LRO 57 – Plan (57R3737) Unaltered
- iv. LRO 57 – Plan (57R3737) Altered & Used by CCH
- v. Instrument R184731 – Indenture + Easement Agreement
- vi. LRO 57 - Plan 577 Unaltered CCH Community
- vii. LRO 57 - Plan 373 – Unaltered EBCA Community
- viii. Plan 57R3737 – July 8<sup>th</sup> 1983 East Half Lot 16

i. Letter dated April 28, 2008 from Robert J. Walker, EBCA Counsel

**ROBERT J. WALKER**  
**BARRISTER AND SOLICITOR**

4 King Street West, Box 243  
Bobcaygeon, Ontario K0M 1A0  
(705) 738-3588 telephone  
(705) 738-4252 facsimile  
rjwalkerlaw@i-zoom.net

April 28, 2008

Staples and Swain  
Barristers and Solicitors  
10 William Street South  
Lindsay, Ontario K9V 3A4  
Attention: Heather Richardson

Laurie R. McLean  
Barrister and Solicitor  
205-189 Kent Street West  
Lindsay, Ontario K9V 5G6

Dear Ms. Richardson and Ms. McLean:

Re: East Beehive Community Association

I have reviewed your correspondence with the Executive of the East Beehive Community Association and have been instructed to respond to same.

From my notes I submit:

1. Registered Plan 373 was registered on May 27, 1959
2. The conveyance of the whole lots on Plan 373 included a right of way over the Egan-Beehive property now described as Parts 1 and 2 on Plan 57R4301.
3. Reference Plan 57R575 notes and refers to this right of way as a right of way to Plan 373.
4. Registered Plan 577 includes a right of way for owners on the Plan over Part 1 on Plan 57R-3737 – the beachfront property which is owned by Eganridge.
5. The conveyances to the owners of land on Registered Plan 577 do not appear to include a right of way over Parts 1 and 2 on Registered Plan 57R4301.

6. I request that if you have proof of a registered right of way in favour of your clients over Parts 1 and 2 on Registered Plan 57R4301, please forward the same to my office for review.
7. I note from the correspondence of Staples and Swain that reference is made to the beachfront identified as Block B. Block B is not beachfront, and in fact is parkland as dedicated on Plan 373.
8. I do advise that the roadway known as Clonsilla did not exist as a means of access to Plan 373 until 1973, and my clients wish to maintain their private access to their property over Parts 1 and 2, Plan 57R4301 for security purposes and for the satisfaction in knowing they will always have deeded access to their property without relying on the Municipality.
9. Lastly, I note reference in your plan as to a barrier blocking my clients' right of way and my clients' entitlement. My clients do not agree with this proposal.

I am advised by the Executive of the East Beehive Community that they have been accused of being obstructionists; or "making a mountain out of a molehill". This is not the case.

I must state that the East Beehive Community Association has always been willing to bring this matter to a conclusion and the City has always been receptive to have meetings in order to address the concerns of all parties. However, my clients' concern is that there is something unfair and unjust as to why residents of a subdivision which is one-half mile away from Plan 373 should enjoy access over unimproved, unassumed, roadways. This burden on my clients' is not only a nuisance, but creates further financial obligations and potential liability issues, which should not be their responsibility. These issues must be addressed.

The factual issue quite frankly is that Clonsilla Drive and Aylmer Drive as noted on Plan 373 are only 12 feet wide and not 100 feet or 91 feet as noted on the Plan. I submit that this so-called public road is not up to the standard to provide for the additional vehicular or pedestrian traffic to access the beach which is owned by an abutting land owner, and not the owners of lots on Plan 577.

I further submit that it is and should not be the responsibility of my clients to maintain an access to the residents of Plan 577 over lands that are not assumed by the Municipality.

In addition, by the residents of Plan 577 using the so called public roads on Plan 373, which are maintained by my clients to ensure access to their lands which they do not own, is creating an unnecessary and unacceptable liability to my clients.

It is my clients position that the construction of a parking lot at this time is premature unless and until a proper drainage plan is approved by my clients to ensure that the existing roadways on Plan 373 are maintained to ensure to my clients, year round access to their homes.

I would appreciate if you would review the foregoing with your client and advise if they are unwilling to proceed to further negotiations, in order that I may refer the file to outside counsel.

Yours very truly,

A handwritten signature in black ink, appearing to read 'R. Walker', with a long horizontal stroke extending to the right.

Robert J. Walker

RJW/cs

cc: David G. Jarvis

cc: John Egan

ii. See Exhibit A for photos taken that day July 2017





July 2017 Work Crew Day by CCH at the end of Clonsilla Drive East Beehive Community



Brush cutting be members of CCH community for parking on the road allowance Consilla Drive



Brush clearing by residents of CCH west end of Clonsilla to allow for a path to access the deeded beachfront July 2017



On going parking 2017 and 2018 west end of Clonsilla Drive in the clearings of brush made by residents of CCH.



CCH resident parked 4 hours August long weekend 2019



Ongoing parking west end of Clonsilla Drive 2018





TOWNSHIP OF VERULAM  
 COUNTY OF VICTORIA  
 1983 - ROBT. B. STINSON O.L.S.  
 SCALE: 1 INCH = 50 FEET

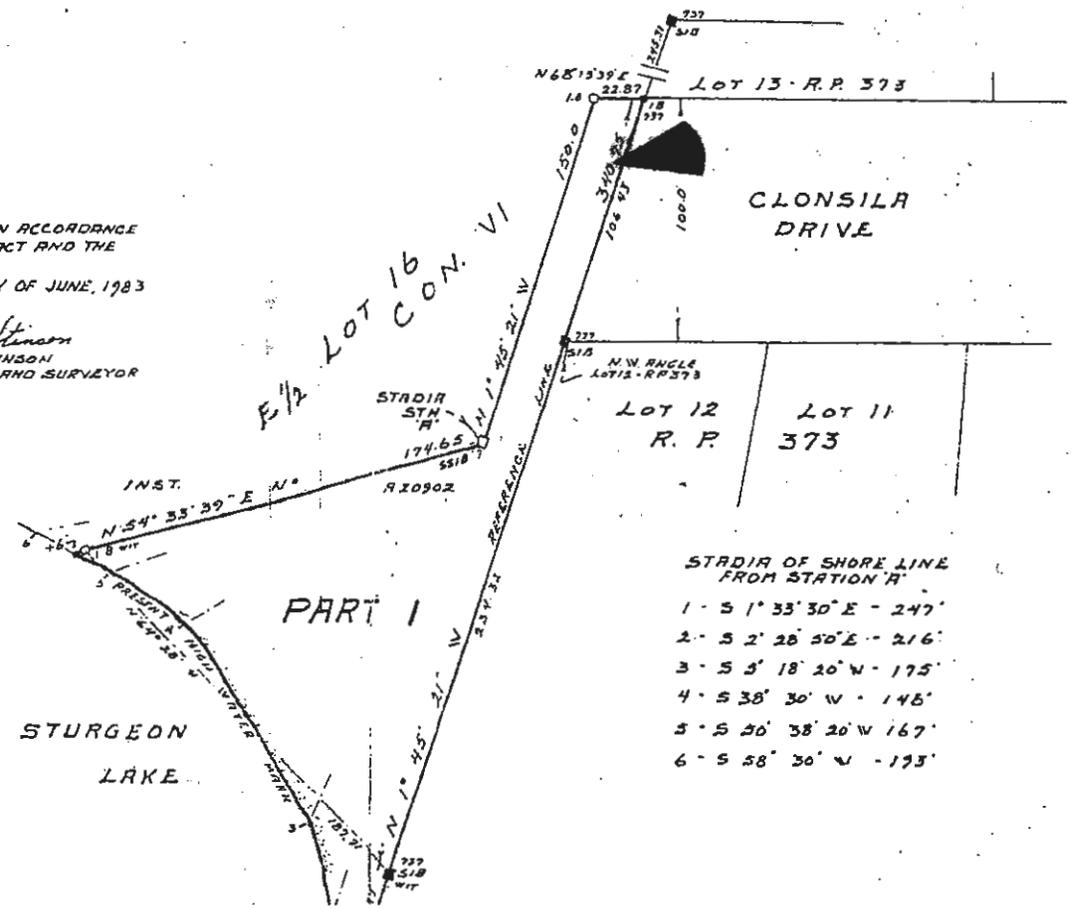
REGISTERED PLAN 57R-3737 THE REGISTRY DIVISION OF VICTORIA N° 57  
 PART I E 1/2 16, CON. VI INST. N° A20902

CAUTION - THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE WESTERLY LIMIT OF REG. PLAN 373, WHICH HAS A BEARING OF N 1° 45' 21" W ACCORDING TO SAID PLAN  
 ■ S18 DENOTES FOUND STANDARD IRON BAR - 1" □  
 ■ 18 DENOTES FOUND IRON BAR - 5/8" □  
 □ S18 DENOTES PLANTED SHORT STANDARD IRON BAR - 1" □  
 □ 18 DENOTES PLANTED IRON BAR 5/8" □  
 WIT DENOTES WITNESS

SURVEYOR'S CERTIFICATE  
 I CERTIFY THAT:-  
 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER  
 2) THE SURVEY WAS COMPLETED ON THE 7<sup>th</sup> DAY OF JUNE, 1983

BOB CAYGEON, ONT  
 16/6/83  
 Robt B. Stinson  
 ROBT. B. STINSON  
 ONTARIO LAND SURVEYOR



184731

DATED: December 5th, 1983

184731

No. LAND REGISTRY ACT No. 57  
Registry Division of Victoria (No. 57)  
I CERTIFY that this instrument is registered as of

M. '83 180-9 P.C. 03 in the

Land Registry  
Office at  
Lindsay,  
Ontario,

*Elizabeth Ann Legacey*  
LAND REGISTRAR

*c/o Warner, Cork & Siegel  
Box 208  
Lindsay, Ont.*

EASEMENT AGREEMENT

PROPERTY OF REGISTRY OFFICE

ABSTRACT

MICROFILM

BY: *2007  
49 B/W  
SB*

BY:

*CAH  
63.00  
all A*

*Wj*  
WARNER, CORK & SIEGEL  
Barristers & Solicitors  
27-24 Peel St. P.O. Box 208  
Lindsay K9V 4S1 Ontario

9.

THIS INDENTURE made the 5th day of December,  
One Thousand, Nine Hundred and Eighty-three (1983).

~~184732~~  
184731

BETWEEN:

ALLAN STANLEY, ~~XXXXXX~~,  
of the Township of Verulam,  
in the County of Victoria,  
hereinafter called the Grantor,

OF THE FIRST PART,

- and -

GORDON C. MCKEE and HELEN MCKEE;  
REGINALD SHEEHEY; MONICA ROBINSON;  
RAYMOND W. J. ARMSTRONG and BEATRICE  
ARMSTRONG; TREVOR J. V. CUDBIRD and  
FRANCES E. RUTKE; PAUL D. PANKURST;  
KEITH J. STEELE and GRETA J. STEELE;  
BRIAN D. HART and DEBRAH K. HART;  
J. M. WAYNE CODE; ALFRED C. CHALKLIN  
and CORNELIA CHALKLIN; BEEHIVE CAMPS  
LIMITED;  
hereinafter called the Grantees,

OF THE SECOND PART,

WHEREAS the Grantees are the owners of all of the  
lots on Registered Plan 577;

AND WHEREAS Gordon C. McKee and Helen McKee are the  
owners of Lot 8, Plan 577;

AND WHEREAS Reginald Sheehey is the owner of Lot 9,  
Plan 577;

AND WHEREAS Monica Robinson is the owner of Lot 10,  
Plan 577;

AND WHEREAS Raymond W. J. Armstrong and Beatrice  
Armstrong are the owners of Lot 12, Plan 577;

AND WHEREAS Trevor J. V. Cudbird and Frances E. Rutke  
are the owners of Lot 14, Plan 577;

AND WHEREAS Paul D. Pankurst is the owner of Lot 15,  
Plan 577;

AND WHEREAS Keith J. Steele and Greta J. Steele are  
the owners of Lot 16, Plan 577;

AND WHEREAS Brian D. Hart and Debrah K. Hart are the  
owners of Lot 46, Plan 577;

AND WHEREAS J. M. Wayne Code is the owner of Lot 47  
Plan 577;

AND WHEREAS Alfred C. Chalklin and Cornelia Chalklin  
are the owners of Lot 48, Plan 577;

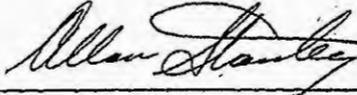
AND WHEREAS Beehive Camps Limited is the owner of Lots  
1, 2, 3, 4, 5, 6, 7, 11, 13, 17, 18, 19, 20, 21, 22, 23, 24,  
25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39,  
40, 41, 42, 43, 44 and 45.

WITNESSETH that in consideration of the sum of TWO DOLLARS now paid by each of the Grantees to the Grantor, the receipt whereof is hereby by him acknowledged, he the said Grantor DOTH GRANT AND ASSIGN unto the said Grantees, their heirs, executors, administrators, successors and assigns, an easement or right in the nature of an easement, on, over and through the land hereinafter more particularly described in Schedule "A" for persons and vehicles for the purpose of obtaining access to the shoreline of Sturgeon Lake adjacent to the lands hereinafter described in Schedule "A", and to use and enjoy the said shoreline for normal bathing and beach activities; PROVIDED always that nothing herein shall be construed to permit the placing or erecting of any building or structure of any kind on the said lands;

The easement herein is declared to be appurtenant to and for the benefit of the lands of the Grantees more particularly described in Schedule "B" herein.

IN WITNESS WHEREOF the said ALLAN STANLEY, IN TRUST, has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED )  
In the Presence of )  
)  
)  
)  
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)

  
\_\_\_\_\_)  
ALLAN STANLEY, IN TRUST

SCHEDULE "A"

ALL AND SINGULAR those lands and premises located in the following municipality, namely, in the Township of Verulam, in the County of Victoria, and Province of Ontario, and being composed of Part of the East half of Lot 16, in the Sixth Concession, of the Township of Verulam, described as Part 1, on a Reference Plan deposited in the Land Registry Office for the Registry Division of Victoria (No. 57) as 57R-3737.

SCHEDULE " B "

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Verulam and being Lots 1 to 48 both inclusive, according to Registered Plan 577 for the said Township of Verulam.

# PLANNING ACT AFFIDAVIT

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO Part of the East half of Lot 16,  
Concession 6, Township of Verulam, being Part 1, Plan 57R-3737;

AND IN THE MATTER OF A Grant of Easement

Deed, Transfer,  
Mortgage, Charge,  
etc.

THEREOF, FROM ALLAN STANLEY, IN TRUST to GORDON C. MCKEE & HELAN MCKEE,  
REGINALD SHEEHY, MONICA ROBINSON, RAYMOND W. J. ARMSTRONG & BEATRICE ARMSTRONG,  
~~XXX~~ TREVOR J.V.CUDBIRD and FRANCES E. RUTKE, PAUL D. PANKURST, KEITH J. STEELE &  
GRETA J. STEELE, BRIAN D. HART & DEBRAH K. HART, J.M.WAYNE CODE, ALFRED C.CHALKLIN  
DATED December 5th, 1983. & CORNELIA CHALKLIN & BEEHIVE  
CAMPS LIMITED

I, LEONARD S. SIEGEL,

of the Town of Lindsay, in the County  
of Victoria, Solicitor,

MAKE OATH AND SAY AS FOLLOWS:

1. I am solicitor for the Grantor

named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.

2. A consent under section 49 of the Planning Act, as amended, in respect of the said Instrument  
is not required because

(a) *the person conveying or otherwise dealing with land in the said Instrument does not retain the  
fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of  
appointment with respect to any land abutting the land that is being conveyed or otherwise  
dealt with.*

To be made by  
one of the parties  
or by his solicitor

Delete (a)  
if not applicable

State either  
reason if any

SWORN before me

at the Town of Lindsay,  
in the County of Victoria,  
this 9th

day of December,

1983.

  
Leonard S. Siegel

**AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION**

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of the East half of Lot 16, Con. 6, Township of Verulam being Part 1, Plan 47R-3737;  
BY (print names of all transferors in full) ALLAN STANLEY, IN TRUST

TO (see instruction 1 and print names of all transferees in full) GORDON C. MCKEE, HELEN MCKEE, REGINALD SHEEHY, MONICA ROBINSON, RAYMOND W. J. ARMSTRONG, BEATRICE ARMSTRONG, TREVOR J.V. CUDBIRD & FRANCES E. RUTKE, PAUL D. PANKURST, KATH J. STEELE & GRETA J. STEELE, BRIAN D. HART & DEBRAH K. HART, J.M. WAYNE CODE, ALFRED C. CHALKLIN & CORNELIA CHALKLIN & BEEHIVE CAMPS LIMITED  
I, LEONARD S. SIEGEL

**MAKE OATH AND SAY THAT:**

- I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
  - (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 (insert name(s) of principal(s)) GORDON C. MCKEE & HELEN MCKEE, REGINALD SHEEHY, MONICA ROBINSON, RAYMOND W. J. ARMSTRONG & BEATRICE ARMSTRONG, TREVOR J.V. CUDBIRD, FRANCES E. RUTKE, and PAUL D. PANKURST described in paragraph(s) ~~XXXXXX~~ (c) above; (strike out references to inapplicable paragraphs)
  - (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
  - (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable)
- I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1 (1)(f) and (g) of the Act. (see instruction 3).
- The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) none

4. 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)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (TOTAL OF (a) to (f))	\$ 2.00	\$ 2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1990, c.454, as amended)		\$ nil
(i) Other consideration for transaction not included in (g) or (h) above		\$ nil
(j) TOTAL CONSIDERATION		\$ 2.00

ALL BLANKS MUST BE FILLED IN. INSERT "NIL" WHERE APPLICABLE.

- If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) Trustee to custodi que trust
- If the consideration is nominal, is the land subject to any encumbrance? undetermined
- Other remarks and explanations, if necessary Conveys only an easement and if encumbrances exist they are not being assumed by the grantees herein.

SWORN before me at the Town of Lindsay,  
in the County of Victoria,  
this 9th day of December, 183.

Brenda G. McLean  
A Commissioner for taking Affidavits, etc. Brenda Alberta McLean, Commissioner, Province of Ontario, for Warner, Cork & Siegel. Leonard S. Siegel signature(s)

**PROPERTY INFORMATION RECORD**

A. Describe nature of instrument: Grant of Easement

B. (i) Address of property being conveyed (if available) n/a

(ii) Assessment Roll No. (if available) n/a

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 6). n/a 91, Warner, Cork & Siegel, Box 208, Lindsay, Ontario

D. (i) Registration number for last conveyance of property being conveyed (if available)

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes  No  Not Known

E. Name(s) and address(es) of each transferee's solicitor  
Warner, Cork & Siegel,  
22 Peel St., (P.O. Box 208),  
LINDSAY, Ontario  
K9V 4S1

For Land Registry Office use only	
REGISTRATION NO.	
Land Registry Office No.	
Registration Date	

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of the East half of Lot 16,  
Con. 6, Township of Verulam being  
Part 1, Plan 47R-3737;  
BY (print names of all transferors in full) ... ALAN STANLEY, IN TRUST

TO (see instruction 1 and print names of all transferees in full) GORDON C. MCKEE, HELEN MCKEE, REGINALD SHEEHY,  
MONICA ROBINSON, RAYMOND W. J. ARMSTRONG, BEATRICE ARMSTRONG, TREVOR J. V. CUDBIRD & FRANCES  
E. RUIKE, PAUL D. PANKURST, KEITH J. STEELE & GRETA J. STEELE, BRIAN D. HART & DEBRAH K. HART,  
I, (see instruction 2 and print name(s) in full) ... J.M. WAYNE CODE, ALFRED C. CHALKLIN & CORNELIA CHALKLIN & BEEHIVE  
LEONARD S. SIEGEL, CAMPS LIMITED

MAKE OATH AND SAY THAT:

- 1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s); (see instruction 2))
(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 (insert name(s) of principal(s)) KEITH J. STEELE & GRETA J. STEELE, BRIAN D. HART & DEBRAH K. HART, J.M. WAYNE CODE, ALFRED C. CHALKLIN & CORNELIA CHALKLIN & BEEHIVE CAMPS LIMITED described in paragraph(s) ~~XXXXXX~~ (c) above; (strike out references to inapplicable paragraphs)
(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable)

- 2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1 (1)(f) and (g) of the Act. (see instruction 3).
3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Money paid or to be paid in cash	\$ 2.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (TOTAL OF (a) to (f))	\$ 2.00	\$ 2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.49, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 2.00	\$ 2.00

ALL BLANKS MUST BE FILLED IN. INSERT "NIL" WHERE APPLICABLE.

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) Trustee to custodi que trust
6. If the consideration is nominal, is the land subject to any encumbrance? undetermined
7. Other remarks and explanations, if necessary Conveys only an easement and if encumbrances exist they are not being assumed by the grantees herein.

SWORN before me at the Town of Lindsay, in the County of Victoria, this 9th day of December, 1983.

ARENDA ALBERTA McLEAN, Commissioner, Province of Ontario, for Warner, Cork & Siegel. My Commission expires February 14, 1984. Leonard S. Siegel (signature)

PROPERTY INFORMATION RECORD

A. Describe nature of instrument: Grant of Easement
B. (i) Address of property being conveyed (if available) n/a
(ii) Assessment Roll No. (if available) n/a
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 6) n/a Co. Warner, Cork & Siegel, Box 208, Lindsay, Ontario
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes [ ] No [ ] Not Known [ ]
E. Name(s) and address(es) of each transferee's solicitor Warner, Cork & Siegel, 22 Peel St. (P.O. Box 208), LINDSAY, Ontario, K9V 4S1

For Land Registry Office use only
REGISTRATION NO.
Land Registry Office No.
Registration Date