

June 15, 2020

Parking on Clonsilla Drive:

To CKL Council:

Thank you for taking the time to hear my concerns about the Country Club Heights (CCH) deputation to City Council to revoke the no parking bylaw at the West end of Clonsilla Drive, and to use the area as a parking lot for at least 7 cars to facilitate easy access to a private beach in an adjacent development that is not serviced by the unassumed roadway.

Without any consultation or agreement of the City of Kawartha Lakes or the East Beehive Community Association, members of CCH cut trees and shrubs on the west end of the Clonsilla road allowance to create parking spaces near the opening in the fence. These actions suggest that the CCH community regards this roadway as their exclusive property. This a public, unassumed road allowance to which members of CCH have no right to alter.

While members of CCH are permitted to use a private beach on another property, these 48 families do not have the exclusive right to dictate how a public, unassumed road in another community should be maintained or used. This public, unassumed road does not service the private beach property that the members of CCH wish to access. The members of the East Beehive Community Association whose properties are serviced by the unassumed road have an agreement with the City to maintain the road to a city standard so the city can service their properties and provide emergency services. Our community should be involved in a robust consultation with the city before any changes regarding parking or the creation of a parking lot on the roadway are considered.

We purchased our property in 1972 knowing that Clonsilla Dr. dead-ended just west of our property and was not an access road for the private golf club slightly further west of our property. There was a solid, uninterrupted fence between our development and the 8th fairway of the golf course. To be clear, there was no passageway through the fence when we purchased the property in 1972 – there was never any indication that this area could be a throughway to the golf course. That fence remained uninterrupted until 2004 when an opening was placed at the north end of Part 1 on Plan 57R3737.

Since that time, the 48 owners at CCH have wanted public parking closer to the private beach on the private golf course. Since our community is positioned right next to the private beach, it has become their desired location for a public parking area.

The city has looked at and rejected CCH's request for public parking in this area on multiple occasions since 2004. In fact, in 2006 the CKL passed a resolution offering CCH a 25 by 60-foot piece of licenced land that they could develop and maintain for exclusive parking to improve their access to the private beach property. This parking lot is referenced in CCH Appendix B. This land was not at the west end of the Clonsilla road allowance, and CCH never followed through on completing the parking lot they requested. We have a copy of the Resolution, Plan and Licence available on request.

In July 2017 multiple members of CCH descended on the Clonsilla road allowance with chainsaws and started removing shrubbery to create additional parking space to improve their access to the private beach property. Again, members of CCH have no right to alter a public, unassumed road allowance. Members of CCH cut down shrubbery adjacent to the properties of 3 members of our community without consultation or regard for the wishes of the property owners who have maintained the road allowance for several years, and whose properties abut the roadway. Members of CCH illegally created public parking for their exclusive use right by the opening in the fence, close to the private beach and golf course.

In 2018 the city looked at this issue again and created the no parking by-law as a solution. The members of the East Beehive Community Association support this solution and will continue to do so for many reasons that will be explained shortly.

To this day, members of CCH continue to park illegally, and regularly cut the vegetation on the Clonsilla road allowance. We have a photo of a car parked illegally on the road allowance in June 2020 available on request.

In October 2019, CCH asked the City to review the no parking by-law. This resulted in the City recommending that the no parking by-law remain, the no parking signs remain, the City not building a parking lot for the use of the CCH residents, and the City requesting that members of CCH do not cut the vegetation on the Clonsilla Road Allowance.

The East Beehive Community Association wants the no parking by-law to remain in effect on the full length of the Clonsilla road allowance. Our primary concerns regarding CCH members parking on the unassumed Clonsilla road allowance are pedestrian safety and roadway maintenance.

The Clonsilla road allowance is over a significant amount of swampland. The road is divided into a 12-foot wide section on the north side that services the northern lots, and a 12-foot wide section on the south servicing the southern lots with a swampy area between them. The 13 families on the northern lots have deeded access an empty lot on the south side with access to the lake. The lot contains docks, an inlet for their boats and a beachfront. These families access the lot by foot over the Clonsilla road allowance. Children and Seniors frequently walk on these narrow roads going to and from their private beach and docking area. The speed limit on this road is 15 km/h to keep it as safe as possible for the children and seniors walking to and from their property.

Placing a public parking area at the west end of the road creates unnecessary risk for the children and seniors of the East Beehive Community Association walking along the roadway to enjoy their beach, boats, and neighbours. This unnecessary risk would be a result of the 48 families of Country Club Heights wishing to park on the west end of the road allowance. This requires travelling the full length of the roadway to get both to and from their requested public parking area.

Second to safety, the East Beehive Community Association is concerned with the maintenance of the roadway. Presently, of the 24 families with properties abutting the roadway, there is only one – the westernmost – that needs to use the full length of the roadway to access their property. The addition of a parking lot at the westernmost portion of the roadway intended to service 48 families and guests of the golf club wishing to park close to the private beach will increase the usage of the roadway many times over. Given that only 1 family currently needs to use the full length of the roadway, the addition of

7 parking spots conservatively yields a 700% increase in use of the full length of the road allowance, and a 5000% increase if 48 families and golf course guests have access too. This uptick in use will significantly increase road maintenance costs, liability, and risk. The City will also assume some of this increased liability.

Should members of the East Beehive Community Association be required to assume these additional risks and expenses because 48 families want public parking close to a private beach?

What will the responsibility of the City be to create the parking area, maintain the parking area, and maintain the public roadways to and from the parking area?

How much of the increased risk, responsibility, and costs will be borne by the members of the East Beehive Community Association?

Will this give further credence to the members of CCH to continue illegally cutting vegetation without consultation or respect for the wishes of the members of the East Beehive Community Association and how the EBCA wants to maintain the roadways that the EBCA pays for to meet the City's servicing requirements?

I would also like to comment on a few points in the CCH petition to the City:

1. As the City Solicitor states in CCH Appendix B, parking on Clonsilla is dictated by the City by-laws, and not the CCH deed. The deed does not give any guarantees that the City must provide public parking anywhere to those using the private beach - Part 1 on Plan 57R3737. Since the introduction of the no parking by-law the City has received multiple complaints and photos of illegally parked cars. The President of CCH continues to direct members of CCH to continue to cut the Clonsilla Road allowance vegetation. (A photo from early June 2020 of a car parked illegally with the purpose of cutting vegetation on the road allowance is available on request)
2. Appendix C is an ALTERED copy of the original plan 57R3737. Attached is a true copy of the original plan obtained from the Lindsay Land Registry Office. There clearly is no "Entry Point" marked on the original. Also, there was an intact continuous fence running the full length of the east side of Part 1 from at least our arrival in 1972 until 2004. There was absolutely no access of any kind during that time.
3. There is a one-foot reserve at the end of the Clonsilla road allowance – Plan 373 attached. Clonsilla effectively dead ends before Part 1 on plan 57R3737 and as such does not provide vehicle access to Part 1. The CCH deed does not provide vehicle access to Part 1.
4. It is the CCH deed (Instrument R184731) that makes it difficult for members of CCH to access Part 1. The deed does not provide private access or vehicle access from CCH to the private beach – Part 1. The deed does not even mention parking, never mind give any guarantees that the City must provide or will provide public parking to any people entitled to use the Eganridge Private Beach - Part 1.
5. There simply is not ample room for several additional cars to navigate this narrow roadway and park. This was addressed above, considering: pedestrian safety, road use, location of the proposed parking area, the number of members of CCH, the use of a public road allowance for public parking to access a private beach on property that is not even serviced by the road. All the above culminate to a significant and unnecessary impact on the roadway usage and child and senior pedestrian safety.

Currently, 24 East Beehive Community Association families that use the roadway, and only 1 requires the use of the whole length to access their property. Seven parking spots at the west end of the roadway for the use of 48+ families (85 signatures on the petition) yields an increase of the full length of roadway usage between 700% and 5000%. This significant increase in usage would increase risk to all pedestrians walking along the length of the narrow road, increase wear and tear on the road, and increase liability for both the city and the East Beehive Cottagers Association.

It should be further noted that when CCH was granted a licence to make a nearby 25 by 60-foot parking area (referenced in CCH Appendix B) for their exclusive use, they would have been required to maintain it. For over 10 years, between 2006-2016, the members of CCH had the had the opportunity to execute and maintain the creation of the parking lot and never did.

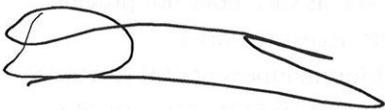
The drawing of Appendix D is inaccurate and does not adequately describe the location of the tree and brush. In fact, the proposed parking area has quite a few trees on it that are not depicted at all. Would the City remove those trees to create the parking area?

Note of interest:

The City Mayor or councillor never reached out to the 85 year old owners who have been maintaining the grass and trees on the west end of the Clonsilla road allowance to inform them that they were supporting an idea to turn the road allowance into a public parking lot for 48 CCH members as it is close to the private beach on the neighbouring property. Nor did the City reach out to the members of the East Beehive Community Association that they had an idea to increase vehicle use of the unassumed roadway which creates safety issues, increases liability, and increases road maintenance costs.

Thank you for your consideration of this matter.

Sincerely,



David Esser

Attachments:

Plan 57R3737

Plan 373

Instrument R184731

Picture Car Parked June 2020 to cut the grass

Picture CCH Clearing the Road Allowance July 2017

Picture CCH Cars Parked along the Road Allowance July 2017 – Before By-law

Pictures of Cars Parked Illegally on the Road Allowance - August 2019

184731

DATED: December 5th, 1983

184731

No. 184731
Registry Division of Victoria (No. 57) 57
I CERTIFY that this instrument is registered as of

M. '83 DEC-09 P. 03 in the

Land Registry
Office at
Lindsay,
Ontario,

Elizabeth Anne Legacey
LAND REGISTRAR

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

EASEMENT AGREEMENT

PROPERTY OF REGISTRY OFFICE

ABSTRACT

MICROFILM

BY: *P207
45 BKK
BB.*

BY:

*CAH
63.00
rel A*

by WARNER, CORK & STEGEL
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).

BETWEEN:

~~184732~~
184731
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 SHEEHY; 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 Sheehy 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)
)
)
)
_____)
)
)
)
)
)
)

ALLAN STANLEY, IN TRUST

SCHEDULE "A"

1

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;

Deed, Transfer,
Mortgage, Charge,
etc.

AND IN THE MATTER OF A Grant of Easement

THEREOF, FROM ALLAN STANLEY, IN TRUST to GORDON C. MCKEE & HELAN MCKEE,
REGINALD SHEEHEY, 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

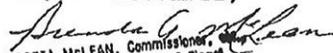
SWORN before me

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

day of December, 1983.



Leonard S. Siegel


BRENDA ALBERTA McLEAN, Commissioner,
Province of Ontario, for Warner, Cork & Siegel.
My Commission expires February 14, 1984. COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

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, 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)) 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) 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) 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
(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.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.

- 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.

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 21 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	

Form 1 - Land Transfer Tax Act

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, KEITH J. STEELE & GRETA J. STEELE, BRIAN D. HART & DEBRAH K. HART,
(see instruction 2 and print name(s) in full) J. M. WAYNE CODE, ALFRED C. CHALKLIN & CORNELIA CHALKLIN & BEEHIVE
I, LEONARD S. SIEGEL, CAMPS LIMITED

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)) 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) ~~(c)~~ (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)

- and as such, I have personal knowledge of the facts herein deposed to.
- 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. 1980, c.454, 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.

- 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, 1983.
Brenda A. McLean, Commissioner,
Province of Ontario, for Warner, Cork & Siegel.
My Commission expires February 14, 1984.

Leonard S. Siegel
signature(s)

PROPERTY INFORMATION RECORD

- Describe nature of Instrument: Grant of Easement
- (i) Address of property being conveyed (if available) n/a
(ii) Assessment Roll No. (if available) n/a
- 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, P.O. Box 208, Lindsay, Ontario K9V 4S1
- (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
- 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 SUBSCRIBING WITNESS

I, LEONARD S. SIEGEL
of the Town of Lindsay
in the County of Victoria, solicitor,

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at Lindsay, by ALLAN STANLEY

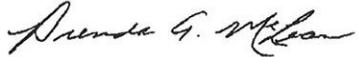
*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the Town of Lindsay
in the County of Victoria,
this 5th day of December, 19 83


LEONARD S. SIEGEL



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
BRENDA ALBERTA McLEAN, Commissioner,
Province of Ontario, for Warner, Cork & Siegel.
My Commission expires February 14, 1984.

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney as attorney for (name of party))"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MAY, 1982

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I / ~~XXX~~ ALLAN STANLEY
of the Township of Verulam
in the County of Victoria,

(severally) make oath and say: When I / ~~WE~~ executed the attached instrument,

*If attorney see footnote

I WAS / ~~XXXXXXXXXXXX~~ at least eighteen years old;
and within the meaning of clause 1 (f) of the Family Law Reform Act,

Strike out inapplicable clauses.

(a) I WAS / ~~XXXXXXXX~~ a spouse.

(b) _____ was my spouse.

(c) ~~XXXXXXXXXXXXXXXXXXXX~~

**Not a Matrimonial Home, etc. see footnote.

(d) The property described in the attached instrument has never been occupied by myself and my spouse as our matrimonial home.

Resident of Canada, etc.

(e) I am not a non-resident of Canada within the meaning of the Income Tax Act, as amended.

(SEVERALLY) SWORN before me at the Town
of Lindsay, in the County of
Victoria,
this 5th day of December 19 83


ALLAN STANLEY

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* Where affidavit is made by an attorney substitute: "When I executed the attached instrument as attorney for (name of principal) he was/was not a spouse within the meaning of Clause 1 (f) of the Family Law Reform Act (and if applicable, insert name of spouse). At the time of execution of the Power of Attorney (name of principal) was at least eighteen years of age. The Power of Attorney is in full force and effect and has not been revoked".

** Where spouse does not join in or consent, see Subsection 42(3) of the Family Law Reform Act, for complete separate affidavits

PLAN

SHOWING SURVEY OF PART OF
E 1/2 Lot 16, Con. VI
TOWNSHIP OF VERULAM
COUNTY OF VICTORIA
1983 - ROBT. B. STINSON O.L.S.

SCALE: 1 INCH = 50 FEET

I REQUIRE THIS PLAN TO
 BE DEPOSITED UNDER
 THE REGISTRY ACT.

DATE June 16, 1983

Robt B Stinson

PLAN 57R 3737

RECEIVED AND DEPOSITED

DATE July 8, 1983.

Elizabeth Ann Legree
 LAND REGISTRAR FOR
 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
 ■ S1B DENOTES FOUND STANDARD IRON BAR - 1" □
 ■ 1B DENOTES FOUND IRON BAR - 3/8" □
 □ SS1B DENOTES PLANTED SHORT STANDARD IRON BAR - 1" □
 □ 1B DENOTES PLANTED IRON BAR 3/8" □
 WIT DENOTES WITNESS

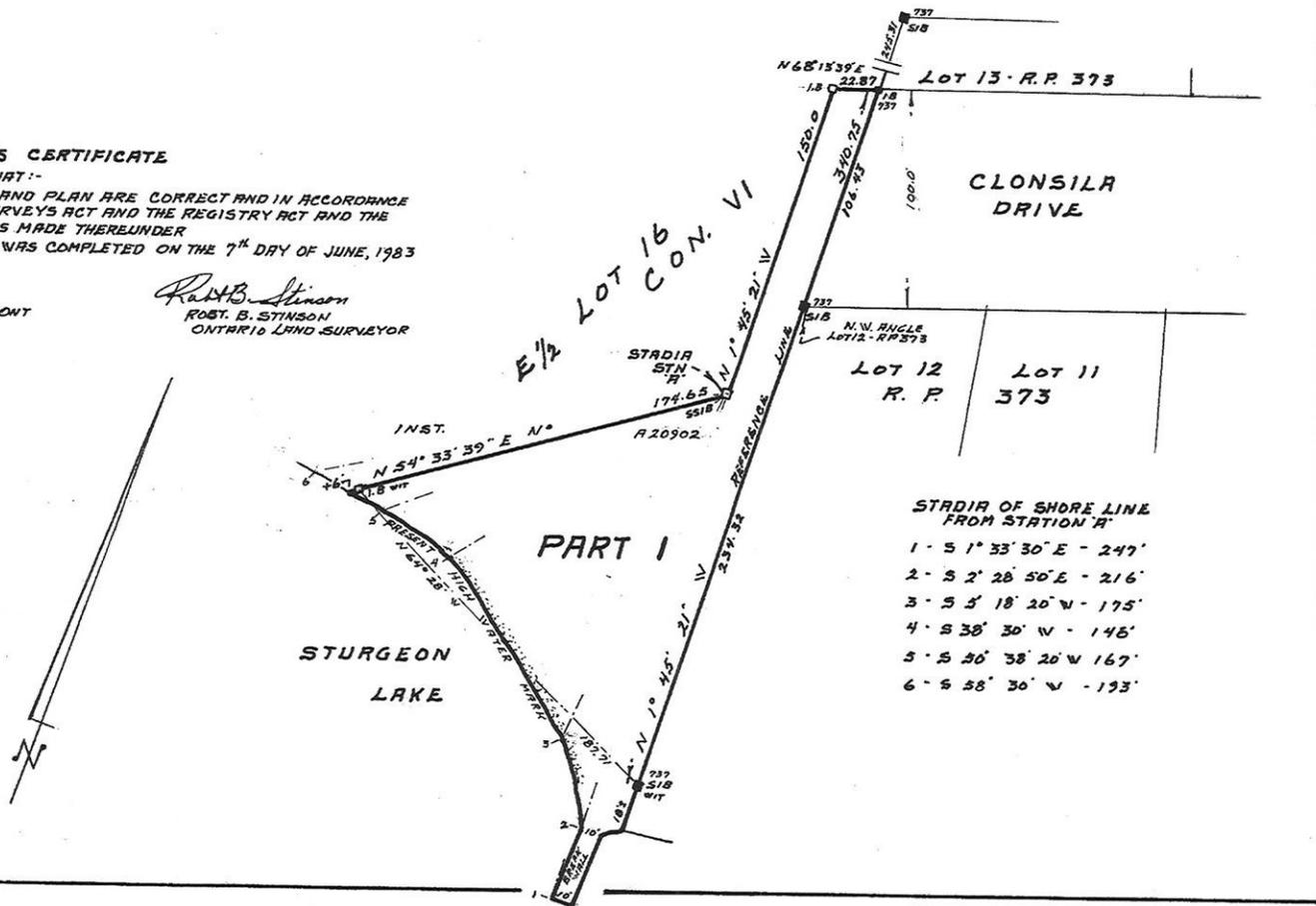
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:-

- 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER
- 2) THE SURVEY WAS COMPLETED ON THE 7th DAY OF JUNE, 1983

BOB CAYGEON ONT
 16/6/83

Robt B Stinson
 ROBT. B. STINSON
 ONTARIO LAND SURVEYOR



PLAN

AND FIELD NOTES OF SUBDIVISION OF PART OF
E 1/2 LOT 16. CONCESSION VI
TOWNSHIP of VERULAM

Scale: 1 in. = 100'

MORTGAGEES' CERTIFICATE
WE HEREBY CONSENT TO THE FILING
OF THIS PLAN

VICTORIA AND GREY TRUST CO.
PER. *[Signature]*
OTONABEE INVESTMENTS LIMITED
PER. *[Signature]* Secretary, Treasurer

Bearings are astronomic and referred to south limit Rymer Drive.
Block 'A' is area of user common to Lot 7 & Lots 13 to 24 incl.
Block 'B' is dedicated as Township Park



OWNER'S CERTIFICATE

I hereby certify that this survey and this plan were done on my behalf and under my instructions and that all streets are dedicated as public highways.

[Signature] O. J. Hayward
Witness Owner

County of 1. CAMPBELL ROUNTY
VICTORIA of the CITY OF PETERBOROUGH, in the
County of PETERBOROUGH, ONT. make oath and say:
To Wit:
1. That I was personally present and did see this plan and a duplicate duly signed by O. J. HAYWARD
2. That the said plan and duplicate were signed by the said party at THE CITY OF PETERBOROUGH
IN THE COUNTY OF PETERBOROUGH
3. That I from the said party
4. That I am a subscribing witness to the said signing

Sworn before me at THE CITY OF PETERBOROUGH
IN THE COUNTY OF PETERBOROUGH
this 12th day of MAY 1952
[Signature] Commissioner, etc.

Approved under Section 25 of
THE PLANNING ACT, 1955.
This 12th day of May 1952
NO. 373
[Signature]
MINISTER OF PLANNING & DEVELOPMENT

I CERTIFY THAT THE WITHIN INSTRUMENT IS DULY ENTERED AND REGISTERED IN THE REGISTRY OFFICE FOR THE REGISTRY DIVISION OF THE COUNTY OF VICTORIA IN BOOK _____ FOR THE MONTH OF MAY 1952 AT 2.05 O'CLOCK P.M. OF THE 24 DAY OF MAY A.D. 1952 NUMBER 373
[Signature] REGISTRAR

SURVEYOR'S CERTIFICATE
I, Robert B. Stinson, an Ontario Land Surveyor, certify that—
(a) I was present at and did personally supervise the survey represented by this plan
(b) this plan accurately shows the manner in which the land edged in red being a subdivision of part of E 1/2 Lot 16, Concession VI, Township of Verulam has been surveyed and subdivided by me
(c) every angle of its exterior boundary of the plan is defined in the survey thereof by a monument and a measurement is shown at every angle of each street intersection shown on the plan
(d) I have indicated on the plan the position and form of each of the monuments
(e) the monument corners in all respects to requirements of section 12 of The Survey Act of April, 1952
(f) the survey was made by me between the 27th day of April, 1952 and the 12th day of April, 1952
(g) the survey has been accurately made in accordance with all the provisions of the Survey Act and Registry Act relating thereto.
Dated at Peterborough on the 17th day of April, 1952
[Signature]
Ontario Land Surveyor

I hereby certify that this plan is the ORIGINAL as prepared by me for registration.
[Signature]
Ontario Land Surveyor

