

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2003-15

A BY-LAW TO AUTHORIZE THE TRANSFER OF AIRPORT
APRONS TO AIR BASE PROPERTY CORPORATION.

WHEREAS the Council deems it desirable that the owners of Hangars 1, 2 and 5, Air Base Property Corporation, also own the abutting Aprons on the airside of the I-Ingars;

AND WHEREAS the transfer of these lands by the City to Air Base Property Corporation will release the City of the need to supply maintenance or snowplowing of the said Aprons;

AND WHEREAS Air Base Property Corporation has arranged for structure improvements to benefit the Airport by way of watermains, sewer mains, storm sewers, electrical and fibre optic cable and conduit improvements;

AND WHEREAS Air Base Property Corporation agrees to maintain the existing arrangements with the North Bay Heritage Festival and Airshow to allow for the parking of aircraft for the annual I-Critage Festival and Airshow without charge;

AND WHEREAS the subject lands are hereby declared surplus;

AND WHEREAS section 268 of the *Municipal Act*, 2001, authorizing the sale of land procedures is established in the Municipal Procedural By-law;

AND WHEREAS this Agreement of Purchase and Sale is subject to the approval of Her Majesty the Queen in Right of Canada as represented by the Ministry of Transport;

AND WHEREAS Council approved the transfer of these lands by Resolution No. 2002-643 dated November 27, 2002;

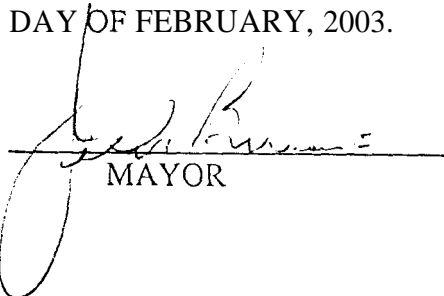
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS :

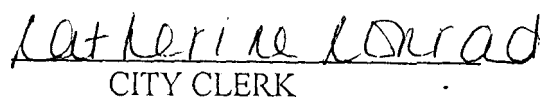
1. The Corporation of the City of North Bay is hereby authorized to enter into an Offer of Purchase with Air Base Property Corporation for the nature of the lands described on Schedule "A", reserving onto the City the easements described on Schedule "B".
2. That the Mayor, City Clerk and City Solicitor are hereby authorized and directed to execute the said Offer of Purchase and such further and other documents as may be reasonably required to complete the transfer of the said lands.
3. This By-Law shall come into effect upon the approval of Her Majesty the Queen in Right of Canada as represented by the Minister of Transport to the transfer of the lands.

READ A FIRST TIME IN OPEN COUNCIL THE 24TH DAY OF FEBRUARY, 2003

READ A SECOND TIME IN OPEN COUNCIL THE 24TH DAY OF FEBRUARY, 2003.

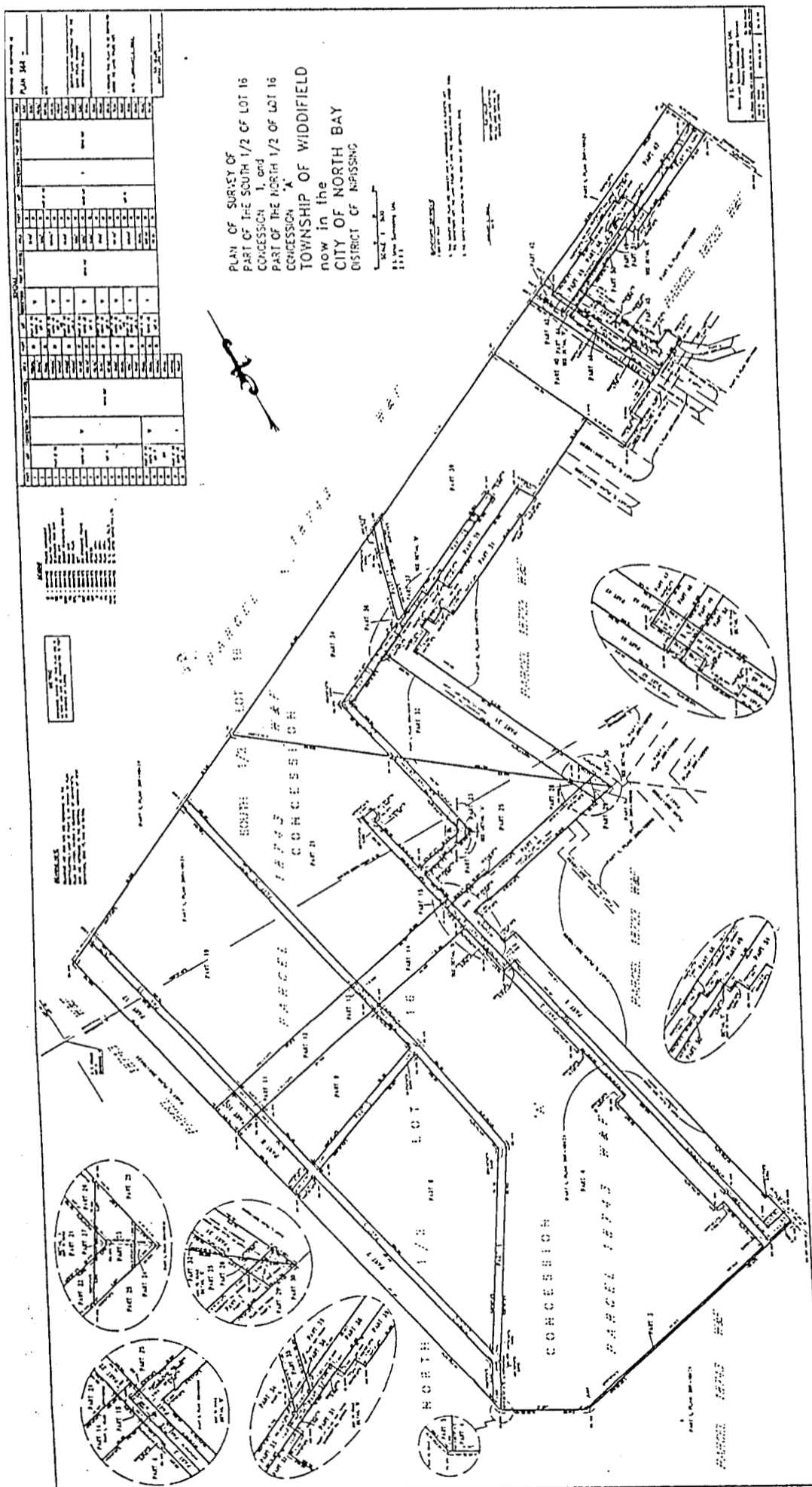
READ A THIRD TIME IN OPEN COUNCIL AND ENACTED AND PASSED THIS 24TH DAY OF FEBRUARY, 2003.


MAYOR


CITY CLERK

The Lands

Part of the South half of Lot 16, Concession 1 and Part of the North half of Lot 16, Concession "A", Township of Widdifield, now in the City of North Bay being Parts 1 to 54 on the draft Reference Plan 36R-? dated January 9, 2003 prepared by D.S. Urso Surveying Lt., a true copy of which is attached hereto.



EASEMENT SCHEDULE

1. THE RIGHT AND EASEMENT hereinafter described, to be used and enjoyed as appurtenant to the respective lands of the Transferor known as: Lot 277, Plan 10, City of North Bay, District of Nipissing.
2. The TRANSFEROR grants and transfers to the Transferee a free and unencumbered easement in perpetuity over, along, upon, under and across the Transferor's lands for the purposes of laying down, constructing, operating, repairing, reconstructing, renewing, maintaining and making additions to:

Plan 1

- (i) Parts 2, 3, 16, 22, 23, 24, 26, 33, 35, 36, 37 and 38
for the purpose of storm sewers
- (ii) Parts 5, 11, 18 and 20
for the purpose of storm sewers
- (iii) Parts 10, 11, 12, 13 and 14
for the purpose of Bell Telephone Cable
- (iv) Parts 1, 29, 30 and 31
for the purpose of
- (v) Parts 41, 42, 43, 44, 49, 50 and 53
for the purpose of storm sewers
- (vi) Parts 52 and 54
for the purpose of

Plan 2

- (vii) Parts 3, 4, 5 and 6
for the purpose of buried Hydro cable
- (viii) Parts 8, 9, 10, 11 and 12
for the purpose of buried Hydro cable

Plan 3

- (ix) Part 1
for the purpose of storm sewers

Plan 4

- (x) Parts 1, 2, 3, 5, 7, 8, 9, 10, 11 and 12
for the purpose of
- (xi) Parts 3, 4 and 8
for the purpose of
- (xii) Parts 3, 4, 5 and 6
for the purpose of

and all appurtenances to all the aforementioned and to connect unto the same from time to time at any location or locations.

3. FOR EVERY SUCI-I PURPOSE the Transferee shall have access to the Transferor's lands at any time by its servants, agents, contractors, employees and workmen together with all necessary vehicles, supplies and equipment for the purpose aforesaid.
4. The TRANSFEREE covenants and agrees with the Transferor that it will not excavate, drill, install, erect or construct in, on, over or through the lands hereinafter described, any pit, well, foundation, pavement, building, structure or installation or do any other thing which might injure or damage the aforesaid works without the prior written consent of the Transferor.
5. (a) The Transferor, upon request, shall consent to the Transferee, at its own expense, erecting fences, constructing new drains and constructing, surfacing or repairing its lanes, roads, driveways, pathways and walks across, on and in the land hereinafter described or any portions thereof.

PROVIDED that before commencing any such work the Transferee:

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

- (b) The Transferee, at its own expense, in acting under paragraph (a):
 - (i) Shall follow the instructions of the aforesaid representative as to the performance of such work in order that no damage will be occasioned to the drains, pipes and watermains and appurtenances to all the aforementioned of the Transferor;
 - (ii) Shall exercise a high degree of care and skill and shall carry out such work in a good and workmanlike manner;
 - (iii) Shall perform any such work in such manner as not to endanger or damage the said drains, pipes or watermains and appurtenances to all the aforementioned;
 - (iv) Shall promptly rectify and repair any damage, which may be occasioned by reason of or resulting from the performance of the said work and restore the lands to their former state, so far as is practical.

6. THE RIGHTS, LIBERTIES, PRIVILEGES AND EASEMENTS herein granted, conveyed and transferred are and shall be of the same force and effect to all intents and purposes as covenants running with the subject lands including all the covenants and conditions herein contained and shall extend to, be binding upon, and enure to the benefit of the parties hereto, their successors and assigns respectively.
7. NOTWITHSTANDING any rule of law or equity and even though any of the Transferee's facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferor.
8. In the event that the Transferee carries out any works on the subject lands for the construction maintenance, repair or other work on the watermain, pursuant to the terms of this easement, then the Transferee covenants and agrees to restore forthwith, at the expense of the Transferee, the condition of such lands to their condition prior to such work by the Transferee.
9. In the event that any structure is constructed, placed, maintained or used on the subject lands, without the express prior written permission of The Corporation of the City of North Bay from time to time, such structure may be removed from the subject lands by The Corporation of the City of North Bay at the sole risk and expense of the owner thereof and any replacement of such structure shall not occur without the express prior written permission of The Corporation of the City of North Bay and subject to such terms, conditions and costs as The Corporation of the City of North Bay may deem fit.

10. The Transferee covenants and agrees with the Transferor that the Transferee will indemnify and save harmless the Transferor, its officers, servants, officials or agents, from any claim or demand, loss, costs, charge or expense which the Transferor may incur or be liable for in consequence of the permission hereinbefore granted and/or the exercise by the Transferee of such permission and/or the erection or maintenance of the watermain or anything in any matter related thereto.