



City of
Peterborough

The Corporation of the City of Peterborough

By-Law Number 26-029

Being a by-law to approve the Initiation of Expropriation Proceedings of portions of 2 properties on Lansdowne Street West

Recital

1. The Corporation of the City of Peterborough (the “City of Peterborough”) requires lands described in Schedule “A” hereto for the purposes of the widening, urbanization and reconstruction along Lansdowne Street West from Clonsilla Avenue to Kawartha Heights Boulevard for public undertakings, and for works ancillary thereto;
2. Section 11 of the **Municipal Act, 2001**, S.O. 2001, c.25, as amended (Municipal Act, 2001) confers on the City of Peterborough jurisdiction in respect of highways and public utilities;
3. Section 6 of the **Municipal Act, 2001** confers on the City of Peterborough the power to expropriate land;
4. The Council of the City of Peterborough has by resolution on February 23rd, 2026, authorized the commencement of procedures to expropriate land;

Now therefore, The Corporation of the City of Peterborough by its Council hereby enacts as follows:

1. That Application for Approval to Expropriate Land be made by the City of Peterborough in respect of the lands described in Schedule “A” and that the Application be executed by the City Solicitor.
2. That a Notice of Application for Approval to Expropriate Land be executed on behalf of the City of Peterborough by the City Solicitor and that the Notice be served and published in accordance with the **Expropriations Act**, R.S.O. 1990, c. E.26 (Expropriations Act)

3. That any valid request from an owner for a hearing be referred to the Ontario Land Tribunal (“Tribunal”) for the appointment of a single member of the Tribunal, and that the City of Peterborough be represented at any hearing of necessity proceedings, as necessary, under the **Expropriations Act**.
4. That, in the event that there is a hearing of necessity conducted and a report of the Tribunal issued, the report of Tribunal shall come before the Council of The Corporation of the City of Peterborough for consideration as the approving authority under the **Expropriations Act**.

By-law passed this 9th day of March 2026.

Jeff Leal, Mayor

John Kennedy, City Clerk

Schedule A

Permanent Easement (as per Hydro One Networks):

1. Grants to Hydro One Networks Inc. (herein called the "Transferee"), its successors and assigns, the exclusive (save and except with respect to those existing encumbrances listed in Schedule "C" attached hereto), perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the Lands more particularly described as Parts 10 on Plan 45R-17793 (the "Strip"):
 - a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of 0 pole(s) and 2 anchor(s) with all necessary guys, braces, wires, cables, underground cable and associated material, equipment and pad-mounted equipment (all or any of which works are herein called the "Line");
 - b) To enter on and erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
 - c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any use the Transferor shall make of the Strip;
 - d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;
 - (ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;
 - e) To conduct engineering and legal surveys in, on and over the Strip;
 - f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including septic systems, swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written

approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;

- g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip (and in the case of an emergency, so much of the Lands as may be reasonably necessary), at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement granted herein, provided that the Transferee shall make commercially reasonable efforts to ensure interference with the Transferor's business operations is minimal (save and except in cases of an emergency), and subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
 - h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.
2. The Transferee covenants and agrees with the Transferor to indemnify and save harmless the Transferor, their tenants, or other lawful occupiers of the Strip for any loss, damage and injury (collectively the "Loss") caused by this Transfer of Easement or anything done pursuant thereto or arising from any accident (not including any Act of God) that would not have happened but for the presence of the Transferee's Line on the Strip, provided, however, that the Transferee shall not be liable to the extent to which such Loss is caused or contributed to by the neglect or default of the Transferor, their tenants, guests, invitees or other lawful occupiers of the Strip or

their servants, agents, or workmen. Nothing in this paragraph shall be interpreted as altering or otherwise overriding the provisions of any applicable legislation or the parties' respective obligations thereunder, including, but not limited to, the provisions of the **Occupiers' Liability Act**, R.S.O. 1990, c. O.2 as amended from time to time

3. This Transfer of Easement shall be subject to the **Planning Act**, R.S.O. 1990, c. P. 13, as amended.
4. This Transfer of Easement is given for the purpose of an electricity distribution or electricity transmission line within the meaning of Part VI of the **Ontario Energy Board Act, 1998**, S.O. 1998, c.15.Sched B, as amended.
5. The Transferor agrees that notwithstanding any rule of law or equity, the works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such works are or may become annexed or affixed to the Strip and shall at any time and from time to time be removable in whole or in part by Transferee
6. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
7. All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferor/Transferee so requires.
8. The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

Properties:

- i. 1500 Lansdowne Street West
Legal description – 28461-0279 (LT)
PT APPLEWOOD CR PL 90Q NORTH MONAGHAN AS CLOSED BY
BYLAW R262110 PT 4, 45R1050, S/T R276832; LT 139 PL 90Q NORTH
MONAGHAN; PT LT 8 CON 12 NORTH MONAGHAN AS IN R624828
EXCEPT THE T/W EASEMENT THEREIN ; S/T R180585, R595566,
R88334,R90004, EXCEPT PT 1 ON PL 45R14762; CITY OF
PETERBOROUGH

Permanent Easement - Part 7 Plan 45R-17793

- ii. 1515 Lansdowne Street West
Legal description – 28054-0309 (LT)
PT LT 8 CON 11 (N MONAGHAN) AS IN R283373, LESS PT 1 PL45R11441,
EXCEPT R209824 CITY OF PETERBOROUGH

Permanent Easement - Part 10 Plan 45R-17793