

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 59/2023

*Being a By-law to Authorize Execution of a Watermain Easement, Transfer and Construction Agreement with Cameco Corporation, Cameco Property Holdings Inc. and the Municipality of Port Hope to transfer the ownership of a watermain from the Municipality of Port Hope to Cameco Corporation*

WHEREAS the Municipal Act, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Council considered Staff Report WE-19-23 regarding Easement Agreement with Cameco to transfer the ownership of a watermain from the Municipality of Port Hope to Cameco Corporation and permit the watermain to remain within the municipal right of way through an easement;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the Municipality of Port Hope a Watermain Easement, Transfer and Construction Agreement with Cameco Corporation and Cameco Property Holdings Inc. to transfer the ownership of a watermain from the Municipality of Port Hope to Cameco Corporation and permit the watermain to remain within the municipal right of way through and easement as per the terms and conditions as set out in Appendix "A" attached hereto comprising part of this By-law.
2. THAT the Mayor and Clerk are hereby authorized and directed to execute the Easement Agreement including any required extensions or minor amendments to the Easement Agreement and all other necessary or ancillary documentation for the purpose of completing such transaction to carry out the purpose of this By-law.
3. THAT this By-law shall come into force the day it is finally passed.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Olena Hankivsky, Mayor

\_\_\_\_\_  
Shrishma Davé, Acting Clerk

## WATERMAIN EASEMENT, TRANSFER AND CONSTRUCTION AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2023,

### A M O N G:

**THE CORPORATION OF THE MUNICIPALITY OF  
PORT HOPE  
(the “Transferor”)**

- and -

**CAMECO CORPORATION (“Cameco”) and CAMECO PROPERTY HOLDINGS  
INC. (“CPHI” and together with Cameco, the “Transferees”)**

### WHEREAS:

- A. Cameco is the owner in fee simple of those lands situated to the north of Marsh Road in Port Hope, Ontario and legally described in PIN 51072-0248(LT) (the “**Facility Lands**”).
- B. CPHI, an affiliate of Cameco, is the owner in fee simple of those lands situated to the south of Marsh Road, and legally described in PINs 51072-0271(LT) and 51072-0273(LT) (the “**Watermain Lands**” and together with the Facility Lands, the “**Transferees’ Lands**”).
- C. The Transferor is the owner in fee simple of those lands situated at: (i) Marsh Street, Port Hope, Ontario, legally described in PIN 51072-0045(LT) (the “**Marsh Lands**”); and (ii) Eldorado Place, Port Hope, Ontario, legally described in PIN 51072-0238(LT) (the “**Eldorado Lands**”, together with the Marsh Lands, the “**Transferor’s Lands**”).
- D. The Transferees intend to construct and install certain new watermain infrastructure, including backflow preventers (collectively, the “**Backflow Preventers**”) at its existing conversion facility, including the former waterworks garage building (the “**Facility**”), situated on the Facility Lands.
- E. In connection with the installation of the Backflow Preventers, the Transferees intend to construct and install a new watermain (the “**New Watermain**”), including two new fire hydrants (the “**New Hydrants**”) and other ancillary infrastructure that will be situated on the Watermain Lands, as outlined on Plan 39R-[●], a copy of which is attached as Schedule A hereto (the “**Plan**”), together with the Backflow Preventers (collectively, the “**Project**”).
- F. As part of the Project, it is intended that the New Watermain will be connected to the existing watermain (owned by the Transferor) situated on the Eldorado Lands which runs southwards from the intersection of Marsh Street and Eldorado Street (the “**Eldorado Watermain**”), which is identified in Schedule “B”.

- G. Immediately upon the Completion of the Project: (i) all of the Transferor's right, title and interest in the Eldorado Watermain will be transferred to the Transferees and will no longer form part of the Transferor's public watermain system; and (ii) the Transferees shall grant to the Transferor unrestricted rights of access to the New Hydrants for purposes of emergency access.

**IN CONSIDERATION** of the payment of Two Dollars (\$2.00) paid by each party hereto to the other (the receipt and sufficiency of which is hereby acknowledged by each party hereto), the Transferor and the Transferees hereby agree as follows:

1. **Definitions**

In this Agreement, including the recitals above, the following capitalized terms shall have the following meanings:

“**Act**” has the meaning ascribed thereto in Section 9(h);

“**Agreement**” means this Agreement, including the attached Schedules;

“**Backflow Preventers**” has the meaning ascribed thereto in Recital D;

“**Building 45 Watermain**” has the meaning ascribed there in Section 2;

“**Business Day**” means any day which is not a Saturday, Sunday or statutory or civic holiday in the Province of Ontario;

“**Claims**” mean all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, reasonable legal fees on a substantial indemnity basis and other professional fees and disbursements, interest, demands, controversies, actions and/or causes of action of any nature or any kind whatsoever from time to time, but for greater certainty shall exclude punitive or exemplary damages between the Transferor and the Transferee;

“**Commissioning**” means all commissioning, pre-commissioning, testing, and inspection necessary to first start-up the New Watermain, as determined by the Transferee, acting reasonably, and the Regulations;

“**Completion of the Project**” has the meaning ascribed thereto in Section 5;

“**Contractor Policies**” has the meaning ascribed there in Section 7.

“**Contractors**” has the meaning ascribed there in Section 7.

“**Easement**” has the meaning ascribed thereto in Section 2;

“**Easement Lands**” has the meaning ascribed thereto in Section 2;

“**Eldorado Lands**” has the meaning ascribed thereto in Recital B;

“**Eldorado Watermain**” has the meaning ascribed thereto in Recital F;

“**Facility**” has the meaning ascribed thereto in Recital D;

“**Facility Lands**” has the meaning ascribed thereto in Recital A;

“**Indemnification Notice**” has the meaning ascribed thereto in Section 8(d);

“**Marsh Lands**” has the meaning ascribed thereto in Recital C;

“**New Hydrants**” has the meaning ascribed thereto in Recital E;

“**New Watermain**” has the meaning ascribed thereto in Recital E;

“**Owner**” means the Transferor or the Transferees, together and acting jointly, and  
“**Owners**” means the Transferor and the Transferees collectively;

“**Owner’s Policy**” has the meaning ascribed there in Section 7;

“**Permittees**” has the meaning ascribed thereto in Section 2;

“**Plan**” has the meaning ascribed thereto in Recital D;

“**Planning Act**” has the meaning ascribed thereto in Section 10(f);

“**Project**” has the meaning ascribed thereto in Recital E;

“**Purchaser**” has the meaning ascribed thereto in Section 10(c);

“**Regulations**” means all laws, statutes, regulations, orders, and directives in effect from time to time in the Province of Ontario and made by governments or governmental boards or agencies which are applicable to this Agreement and to the Project;

“**Standards**” means the Regulations and all applicable policies, standards and guidelines maintained by the Transferor, and related to the construction, operation and maintenance of watermains in the Municipality of Port Hope that are in effect as at the date of this Agreement;

“**Transferee**” has the meaning ascribed thereto at the top of page 1;

“**Transferees’ Lands**” has the meaning ascribed thereto in Recital A;

“**Transferor**” has the meaning ascribed thereto at the top of page 1;

“**Transferor’s Lands**” has the meaning ascribed thereto in Recital B; and

“**Watermain Lands**” has the meaning ascribed thereto in Recital B;

“**Work**” means all of the work to be undertaken on the Easement Lands by or on behalf of Cameco in connection with the Project.

## **EASEMENT**

### **2. Easement Rights**

The Transferor hereby grants, conveys and transfers unto the Transferees, its successors and assigns, and the Transferees’ agents, contractors, subcontractors, employees and workers (collectively, the “**Permittees**”), the free and unobstructed right, license, liberty, interest, privilege and easement in perpetuity to access over, under, along and upon the whole of the servient tenement, which is a portion of the Transferor’s Lands, being Parts 1, 2, 3, 4, 5 and 6 on the Plan (hereinafter called the “**Easement Lands**”), and every part thereof, at any time during the day and night, with or without vehicles, supplies, machinery and equipment, for the purpose of: (i) developing, constructing and installing the Project; and (ii) following the Completion of the Project, keeping, operating, maintaining, inspecting, altering, moving, replacing, relocating, removing, reconstructing, enlarging, extending and repairing the Project and that portion of the existing watermains that run under the Marsh Lands to building on the Facility Lands referred to as “**Building 45**” (“**Building 45 Watermain**”), and any beddings, pipes, conduits, equipment, and other works at the Easement Lands and appurtenances or accessories thereto, as may be useful or convenient in connection with maintaining the Eldorado Watermain and the Building 45 Watermain or incidental thereto (collectively, the “**Easement**”), subject, in each case, to compliance with all applicable laws.

### **3. Conditions of Easement**

- (a) The aforesaid rights, privileges and the Easement are hereby granted on the following terms and conditions which are mutually agreed to by and between the Transferor and the Transferees:
  - (i) The Transferor covenants and agrees with the Transferees to use the Easement Lands only in a manner and for purposes not inconsistent with the exercise of the Transferees’ rights created by this Agreement.
  - (ii) The Transferees agree to exercise their rights and easements within the Easement Lands in such a manner so as to minimize, to the extent reasonably possible, interference with the Transferor’s use and enjoyment of the Easement Lands. The Transferees shall be jointly and severally responsible to repair and restore, to the reasonable satisfaction of the Transferor, any damage to the Easement Lands caused as a result of its exercise of the aforesaid rights and easements, to the same condition, as far as is practicable, to that in which it was found prior to the exercise of the Transferees of such rights and easements.

- (iii) The Transferor shall not place, excavate, drill, install, erect, build or permit to be placed, excavated, drilled, installed, erected or built on, in, over, through or under the Easement Lands any building, structure or other obstruction whatsoever without the prior written consent of the Transferees, acting jointly, which consent may not be unreasonably withheld or delayed.
- (iv) The Transferees shall, to the extent applicable, protect the Transferor's sidewalks, buildings, fences, ditches, water supply, drainage tiles, trees and hedges, in each case, situated on or under the Easement Lands, and shall be liable for any damage to any of the foregoing created by resulting from the exercise of the easement rights granted herein.
- (v) The Transferees shall not fell, cut, trim, log, damage, destroy or remove any trees or any parts there, on or from the Easement Lands without the prior written consent of the Transferor, which consent will not be unreasonably withheld or delayed.
- (vi) The Transferees shall comply with all applicable laws when excavating on either the Easement Lands or the Transferees' Lands and shall erect suitable protective fencing and/or barricades and flashers around any such excavation.
- (vii) The Transferor covenants and agrees that the Transferees, upon observing and performing the terms and conditions of this Agreement, shall and may peaceably hold and enjoy the rights and privileges granted by this Agreement without hindrance or interruption on the part of the Transferor or any person, entity or corporation claiming by, through or under the Transferor, subject to the provisions of this Agreement.
- (viii) Notwithstanding any rule of law or equity, any infrastructure, equipment and appurtenances installed above, brought onto, laid on or erected upon, or buried in or under the Easement Lands by or on behalf of the Transferees, including, but not limited to, that portion of the New Watermain located thereon, shall at all times remain the property of the Transferees notwithstanding that the same may be annexed or affixed to the Easement Lands and shall at any time and from time to time be removable in whole or in part by the Transferees.
- (ix) Cameco shall provide the Transferor with at least two (2) Business Days' prior written notice that the Transferees intend to commence the Work.

## **PERFORMANCE OF THE WORK AND COMPLETION OF THE PROJECT**

4. **Commissioning and Compliance with Regulations and Standards**

- (a) In connection with the Completion of the Project, the Transferees shall:
- (i) complete all applications and obtain all licenses and approvals required by the Standards in order to construct the Project;
  - (ii) promptly pay and discharge all expenses and taxes (other than income taxes) incurred in connection with the construction of the Project and keep the Transferor's Lands free and clear from all adverse Claims and liens occasioned by the construction of the Project, except Claims or liens created under or pursuant to this Agreement or being contested in good faith;
  - (iii) procure and maintain for the Project insurance in accordance with Section 7 and use reasonable efforts to require contractors and subcontractors to procure and maintain such insurance as the Transferees reasonably deems necessary for their performance of any work in connection with the Project;
  - (iv) comply with and, where applicable, require its agents, employees, contractors and their subcontractors to comply with the Standards governing the Project;
  - (v) furnish the Transferor as soon as practicable with written notice of:
    - (I) any physical damage to the Easement Lands; and
    - (II) any environmental spills on or under the Easements Lands which are required to be reported under the Standards; and
  - (vi) review and monitor the construction and Commissioning of the Project.
- (b) The Transferor shall be responsible for updating the Transferees and their agents, employees, contractors and subcontractors promptly regarding any changes to the Standards that occur during construction and Commissioning of the Project.

5. **Completion of the Project**

The Transferees will be deemed to have achieved "**Completion of the Project**" upon the substantial performance of the Work and the road being restored in accordance with the road Standards.

6. **Transfer of Infrastructure**

The Owners acknowledge and agree, in consideration of the mutual covenants and obligations contained herein (the receipt and sufficiency of which is hereby acknowledged by each party hereto), effective as of the date of the Completion of the Project all of the Transferor's right, title and interest in the Eldorado Watermain will be transferred to Cameco and will be assumed by Cameco and will no longer form part of the Transferor's public watermain system.

7. **Insurance**

Prior to undertaking the Work, the Transferees covenant and agree to either: (a) obtain an adequate owner controlled insurance program policy in connection with the Project (the "**Owners' Policy**"); or (b) cause all contractors and sub-contractors performing the Work on the Transferees' behalf (the "**Contractors**") to obtain an adequate contractor controlled insurance program policy in connection with the Project (the "**Contractor Policies**"). The Owners' Policy or the Contractor Policies, as applicable, shall be maintained for the duration of the Work and shall name the Transferor as an additional insured until the completion of the Project. Upon written request, the Transferees shall provide, or cause the Contractors to provide, as the case may be, a certificate of insurance to the Transferor confirming the insurance policy that is in place. On completion by the Transferees of the Project, the Transferor shall execute a release of its interest in such insurance unless, prior to that time, a claim has been made by the Transferor under such insurance. This liability insurance coverage maintained by a party shall not be cancelled or materially amended without fifteen (15) Business Days' prior written notice to the other party.

8. **Indemnity**

- (a) Except where Claims are caused by the negligence or willful misconduct of the Transferees, or any other party for whom the Transferees are at law responsible, Cameco shall defend, indemnify and save harmless the Transferor from and against:
  - (i) any and all Claims which such the Transferor may suffer or incur, either directly or indirectly, as a result of the exercise of any of the Transferees rights or the performance of any of its obligations under this Agreement; and
  - (ii) all reasonable costs and expenses, including but not limited to, reasonable legal fees (on a substantial indemnity basis) and other professional fees and disbursements, that may be incurred or paid by the Transferor in enforcing against the Transferees its covenants and agreements contained in this Agreement and compliance with the conditions contained in this Agreement.
- (b) Except where Claims are caused by the negligence or willful misconduct of the Transferor, or any other party for whom the Transferor is in law



responsible, the Transferor shall defend, indemnify and save harmless the Transferees from and against:

- (i) any and all Claims which the Transferees may suffer or incur, either directly or indirectly, as a result of the exercise of any of the Transferor's rights or the performance of any of its obligations under this Agreement; and
  - (ii) all reasonable costs and expenses, including but not limited to, reasonable legal fees (on a substantial indemnity basis) and other professional fees and disbursements, that may be incurred or paid by the Transferees in enforcing against the Transferor its covenants and agreements contained in this Agreement and compliance with the conditions contained in this Agreement.
- (c) An Owner shall give notice to the other Owner forthwith and in any event no later than five (5) Business Days after the first Owner shall have received written notice or knowledge of any pending, threatened or any other Claims.
- (d) An indemnification claim under this Section 8 may be made by an Owner delivering written notice to the other Owner, which written notice shall include a copy of any documents served or delivered to the first Owner relating to a Claim (the "**Indemnification Notice**").

## 9. Dispute Resolution

- (a) If any dispute arises between the Owners under this Agreement, the Owners shall forthwith meet and attempt to negotiate, in good faith, a resolution of the dispute within fifteen (15) Business Days. If any such negotiation is not successful in resolving the dispute in a timely manner, either Owner may submit the dispute to arbitration in accordance with the remainder of this Section 9.
- (b) Upon written demand of either Owner, the Owners shall meet within five (5) Business Days and attempt to appoint a single arbitrator. If the Owners are unable to agree within five (5) Business Days on an arbitrator, upon written application by either Owner, such arbitrator shall be appointed by any Justice of the Superior Court of Justice of Ontario. The arbitrator selected to act hereunder shall be qualified by experience, education and training to pass upon the particular question in dispute.
- (c) Immediately following his or her appointment pursuant to Section 9(b), the arbitrator shall proceed immediately to:
- (i) request written submissions to be filed by each of the Owners within ten (10) Business Days of such request, concerning the question or questions in dispute and each Owner's proposed resolution of the question or questions in dispute; and

- (ii) set a date for an oral hearing in Port Hope, Ontario of each Owner's submissions which date shall not be later than thirty (30) Business Days after the date of the request for written submissions to be filed by each of the Owners.
- (d) A decision of the arbitrator made pursuant to this Agreement shall be final and binding upon the Owners as to the matter submitted.
- (e) The compensation and expenses of the arbitrator shall be shared equally between the Owners (i.e. 50% by the Transferor and 50% by the Transferees) or as otherwise directed by the arbitrator.
- (f) The Owners are responsible for their own costs to participate in an arbitration pursuant to this Section 9 subject to any cost award of the arbitrator.
- (g) All performance required by each Owner under this Agreement shall, if reasonably possible, continue during arbitration proceedings.
- (h) In all respects not provided for elsewhere in this Section 9, the provisions of the *Arbitration Act*, 1991 (Ontario) (the "**Act**") shall apply to any arbitration undertaken hereunder. In the event of any conflict between the Act and this Section 9, this Section 9 shall prevail.

10. **Miscellaneous**

- (a) The parties hereby consent to the registration of this Agreement as a Transfer of Easement against title to the Easement Lands, and agree to execute any and all documents required for such purpose and agree that the burden of these rights, the Easement and covenants shall run with and bind the Easement Lands that form part of the Transferor's Lands, and every successor and assign of every owner of the Transferor's Lands in perpetuity and the benefit of these rights, the Easement and covenants shall be annexed to and run with the Transferee's Lands.
- (b) The Easement and covenants shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively.
- (c) In the event that the Transferor shall sell or convey the Easement Lands or if title thereto shall in any other manner become vested in any other party (a "**Purchaser**"), the Transferor shall cause such Purchaser to enter into an agreement in form and terms satisfactory to the Transferees, each acting reasonably, under which such Purchaser assumes all of the obligations of the Transferor under this Agreement and agrees to perform all of the obligations of the Transferor hereunder in the same manner and to the same effect as if such Purchaser had executed this Agreement.

- (d) Each party covenants that it has the right to enter into this Agreement, in the case of the Transferor, to grant and transfer the Easement, and has completed all acts necessary to give effect to this Agreement.
- (e) Wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neutral, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- (f) This Agreement is effective to create an interest in the Easement Lands only if the subdivision control provisions of the *Planning Act* (Ontario) (the “**Planning Act**”), as amended, are complied with. This Agreement shall be subject to compliance with the provisions of the Planning Act. The Transferor represents and warrants in favour of the Transferees that, by the Owners entering into this Agreement, there will be no contravention of the Planning Act.
- (g) This Agreement may be executed in one or more counterparts and by facsimile or .pdf, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

[Signature page follows.]

**IN WITNESS WHEREOF** each of the parties hereto have executed this Agreement as of the date set forth above.

**CAMECO CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**CAMECO PROPERTY HOLDINGS  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE  
MUNICIPALITY OF PORT HOPE**

By: \_\_\_\_\_  
Olena Hankivsky, Mayor

By: \_\_\_\_\_  
Shrishma Davé, Acting Clerk

**SCHEDULE "A"**

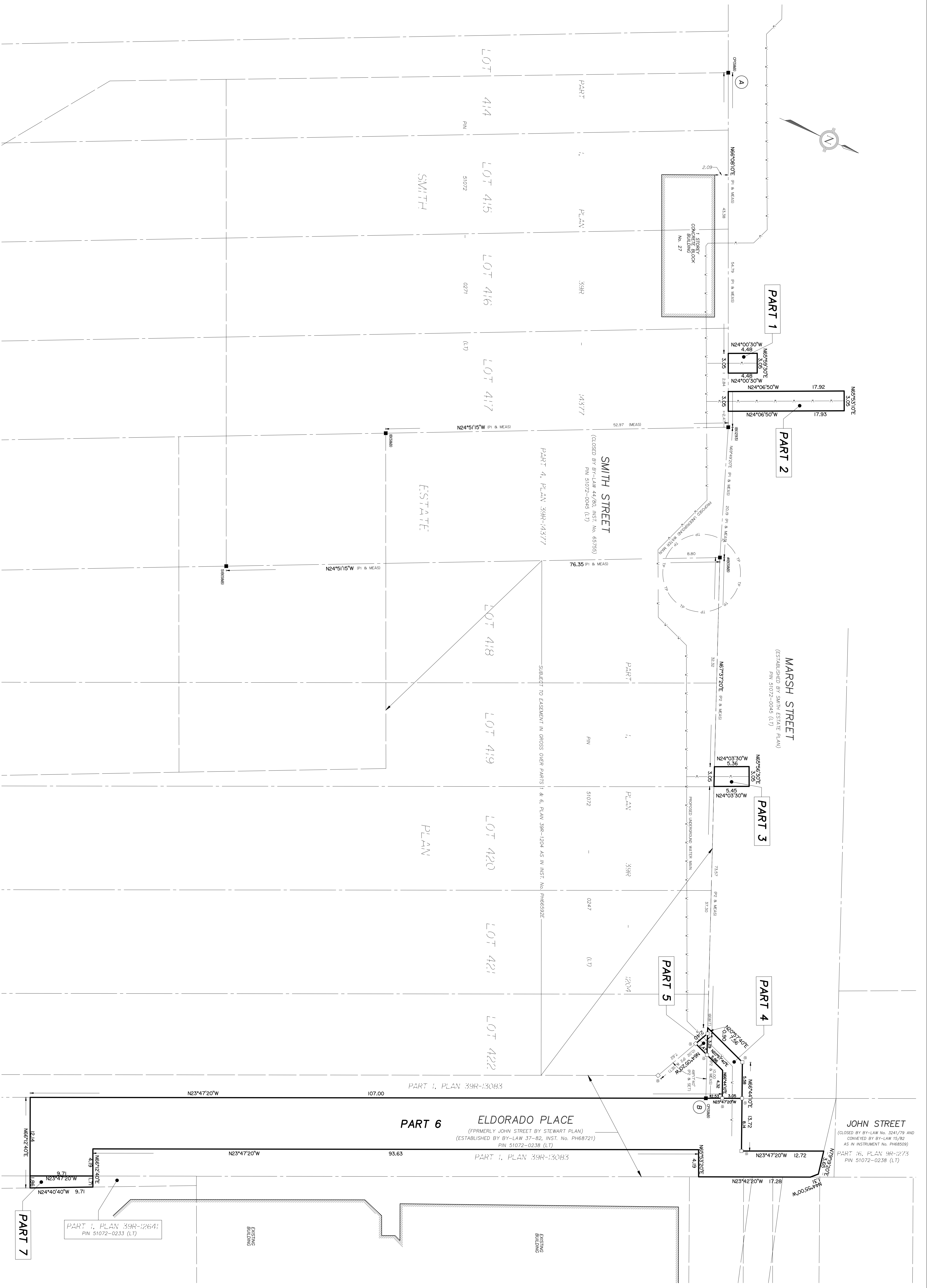
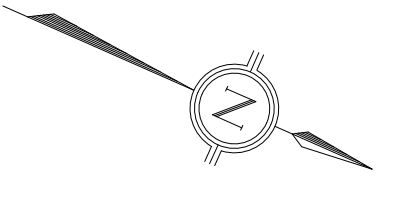
**DRAFT PLAN**

See attached.

**SCHEDULE "B"**

**ELDORADO WATERMAIN**

See Attached.



REQUIRE THIS PLAN TO BE REGISTERED UNDER THE LAND TITLES ACT

**PLAN 39R-**

RECEIVED AND DEPOSITED

DATE: \_\_\_\_\_

**DRAFT**

ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR THE LAND REGISTRAR

FOR THE PLAN 39R-12641

NORTHUMBERLAND (NO. 39)

DATE: AUGUST 17, 2023

SCHEDULE			
PART	STREET	PLAN	AREA (m <sup>2</sup> )
1			13.66
2	PART OF MARSH STREET	SMITH ESTATE PLAN PART OF 51072-2045 (LT)	54.68
3			16.48
4			31.79
5	PART OF ELDORADO PLACE	PART 51072-2028 (LT)	2.86
6			991.89
7		PART 51072-0233 (LT)	17.29

PLAN OF SURVEY OF  
 PART OF MARSH STREET  
 AND PART OF ELDORADO PLACE  
 (FORMERLY JOHN STREET)  
 STEWART PLAN  
 MUNICIPALITY OF PORT HOPE  
 COUNTY OF NORTHUMBERLAND

SCALE 1:250

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DONEVAN FLEISCHMANN FERRICH LTD.

**BEARING NOTE**

BEARINGS ARE TRUE GRID, REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° 00' WEST LONGITUDE) MAD83 (CSRS) (2011.0).

**HORIZONTAL DATUM NOTE**

COORDINATES ARE IN THE MERCATOR PROJECTION: UTM, ZONE 17, CM 81° 00' W

**DATUM:** MAD83 (CSRS) (2011.0)

DISTANCES ON THIS PLAN HAVE BEEN CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 1.000171.

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET
  - DENOTES SHORT STANDARD IRON BAR
  - DENOTES IRON BAR
  - DENOTES PLAN 39R-14377
  - DENOTES PLAN 39R-13083
  - DENOTES IRON WALL FACE O.I.S.
  - DENOTES IRON WALL FACE O.I.S.

**INTEGRATION DATA**

GENERATED REFERENCE POINTS (GRIP) DERIVED FROM GROUND OBSERVATIONS USING THE FOLLOWING POINTS (COORDINATES REFERRED TO UTM ZONE 17 (81° 00' WEST LONGITUDE) MAD83 (CSRS) (2011.0)).

CO-ORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH REGION 14(2) OF THE SURVEY ACT.

NO.	DESCRIPTION	NORTHING	EASTING
A	GRIP	4899933.34	178007.46
B	GRIP	4899154.30	177053.81

**CAUTION:** CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**SURVEYORS CERTIFICATE**

I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON \_\_\_\_\_

DATE: AUGUST 17, 2023

**DRAFT**

ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO A QS PLAN SUBMISSION FORM NUMBER \_\_\_\_\_

**S B** SYLVESTER & BROWN LAND SURVEYING

181 TORONTO ROAD, 3RD FLOOR, TORONTO, ONTARIO M5S 1B5

PHONE: 416-593-2260 FAX: 905-885-1293

SCALE 1:250 SHEET SIZE: 17" X 36" JOB NO: 2022-088

DRAWN BY: AMS CHECKED BY: AK SURVEYOR: BROWN AND SPENCING

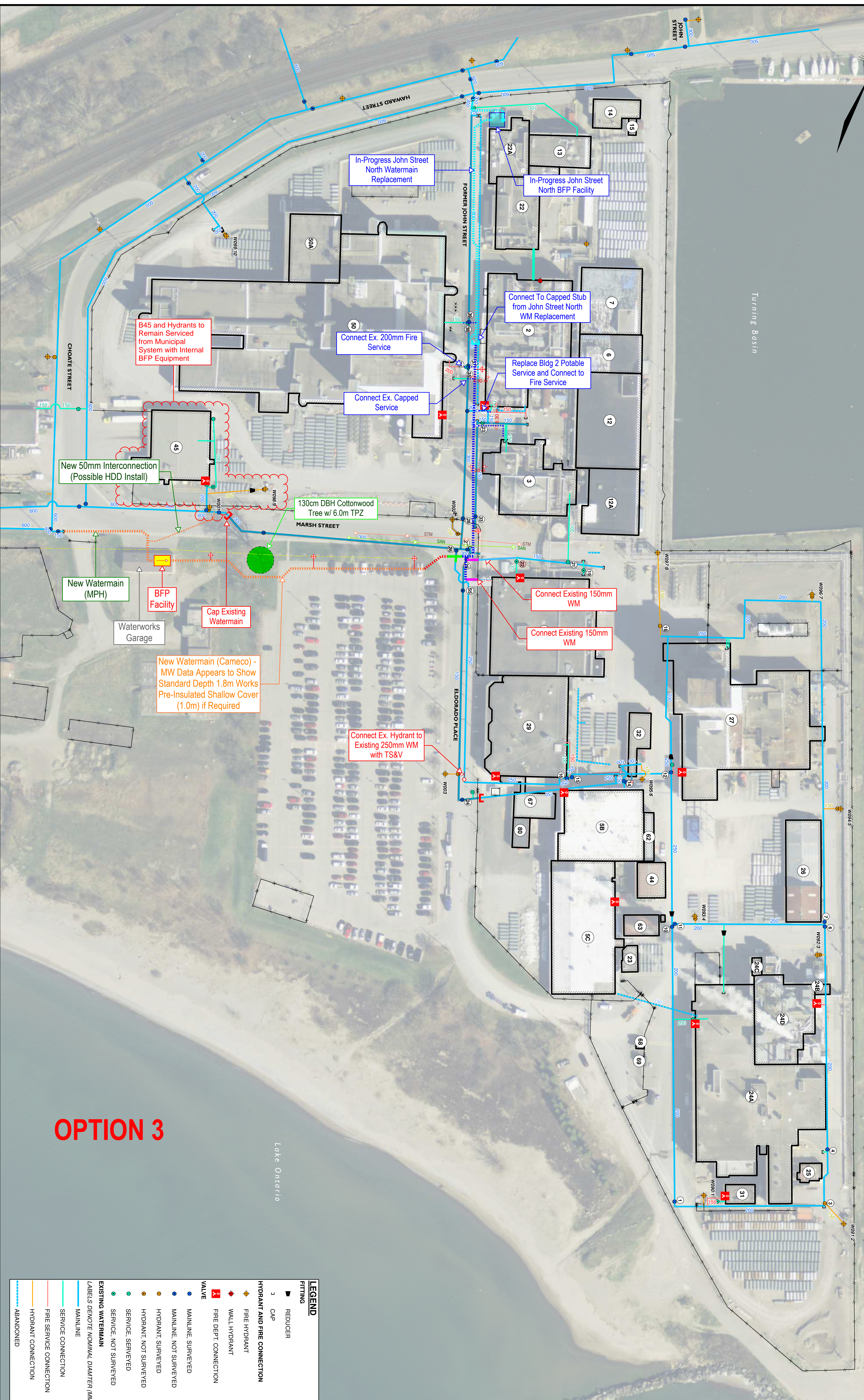
THIS PLAN OF SURVEY RELATES TO A QS PLAN SUBMISSION FORM NUMBER \_\_\_\_\_

By-law 59/2023 Watermain Easement, Transfer & Construction Agreement Cameco Corporation

17 August 2023 12:32 PM



Approach Channel

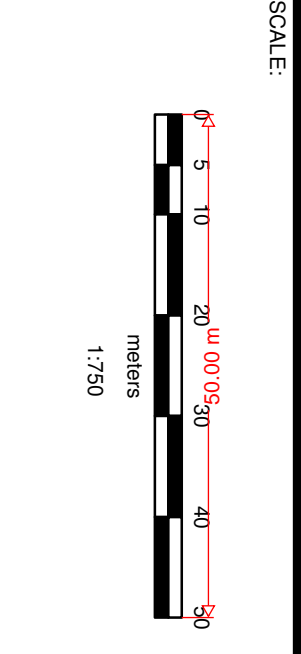


**OPTION 3**

LEGEND	
<b>FITTING</b>	
▲	REDUCER
▼	CAP
<b>HYDRANT AND FIRE CONNECTION</b>	
◆	FIRE HYDRANT
◆	WALL HYDRANT
◆	FIRE DEPT. CONNECTION
<b>VALVE</b>	
●	MAINLINE SURVEYED
●	MAINLINE, NOT SURVEYED
●	HYDRANT, SURVEYED
●	HYDRANT, NOT SURVEYED
●	SERVICE, SERVED
●	SERVICE, NOT SURVEYED
<b>EXISTING WATERMAIN</b>	
LABELS DEVOTE NOMINAL DIAMETER (MM)	
—	MAINLINE
—	SERVICE CONNECTION
—	FIRE SERVICE CONNECTION
—	HYDRANT CONNECTION
—	ABANDONED



NOTES  
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PROJECT NAME:  
**WATER DISTRIBUTION SYSTEM NEEDS STUDY**

SHEET TITLE:  
**EXISTING WATER DISTRIBUTION SYSTEM**

PROJECT No.: CH-4044  
 DESIGNER: S. ELLIOTT  
 APPROVER: D. CAMPBELL  
 DATE: 02/20/21

CLIENT FILE No.:  
 DRAWING No.:  
 SHEET No.: 1 of 1



**LEGEND**

	EXISTING UNDERGROUND ELECTRICAL - ACTIVE
	EXISTING UNDERGROUND ELECTRICAL - ABANDONED
	EXISTING UNDERGROUND BELL
	EXISTING UNDERGROUND COMMUNICATIONS
	EXISTING UNDERGROUND GAS
	EXISTING COOLING WATER PIPE - ACTIVE (OUTFLOW)
	EXISTING COOLING WATER PIPE - INACTIVE
	EXISTING WATERMAIN - ACTIVE
	EXISTING WATERMAIN - ABANDONED
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER - ACTIVE
	EXISTING SANITARY SEWER - ABANDONED
	PROPOSED WATERMAIN - PHASE 1
	PROPOSED WATERMAIN - PHASE 2
	PROPOSED WATERMAIN - PHASE 3

MARK	DESCRIPTION
A	CUT IN 300mm 45° HORZ. BEND C/W TRANSITION COUPLING
B	300x150mm TEE AND 150mm GATE VALVE TO HYDRANT LEAD
C	300mm 45° W/E AND MECHANICAL JOINT CAP FOR PHASE 2 WATERMAIN
D	HYDRANT ON 150mm HYDRANT LEAD
E	300mm 45° W/E AND MECHANICAL JOINT CAP FOR PHASE 2 WATERMAIN
F	300mm GATE VALVE
G	45° HORZ. BEND
H	45° HORZ. BEND
I	CUT IN 300mm 45° HORZ. BEND C/W TRANSITION COUPLING
J	300x150mm TEE AND 150mm GATE VALVE TO HYDRANT ON 150mm HYDRANT LEAD
K	300mm TEE AND 150mm GATE VALVE TO BUILDING No. 50 SERVICE
L	300mm GATE VALVE
M	150mm TRANSITION COUPLING
N	300mm 45° W/E AND MECHANICAL JOINT CAP FOR PHASE 3 WATERMAIN
O	

New Watermain From BFP Facility in Former Waterworks Garage - Pre-Insulated Shallow Cover (1.0m) If Required

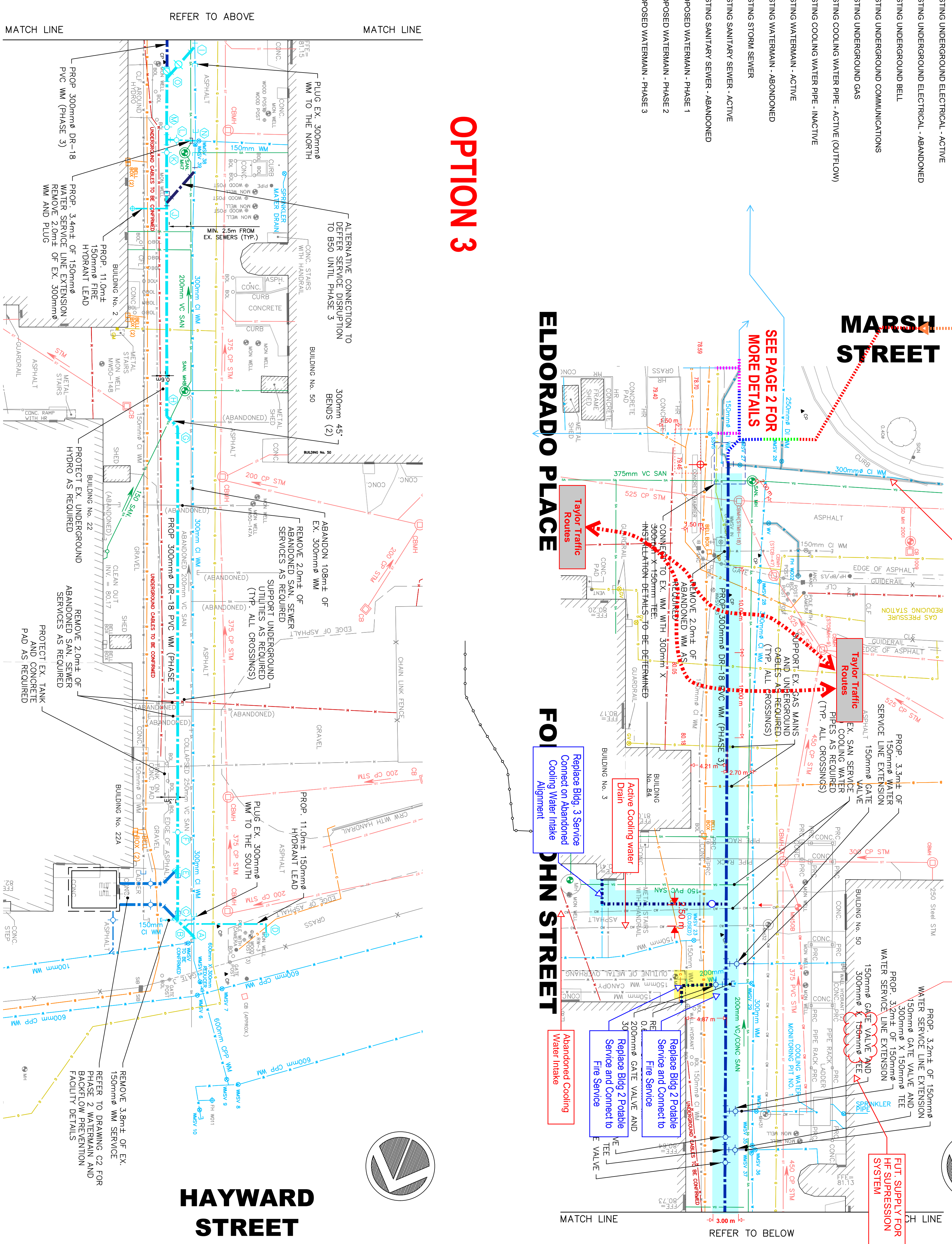
SEE PAGE 2 FOR MORE DETAILS

Abandon Existing Watermain - Grey Shading Typical of All Watermain to Be Abandoned

12-inch x 12-inch

FUT. SUPPLY FOR HF SUPPRESSION SYSTEM

**OPTION 3**



**FORMER JOHN STREET**

**HAYWARD STREET**

BENCHMARK INFORMATION TO BE PROVIDED BY CIMVA

2nd Floor - 4155 Boulder Road (West) Burnhamthorpe, ON L2C 0A2  
Phone: 905-877-2444  
www.cimva.ca

**Camco**

BACKFLOW PREVENTION FACILITY

FORMER JOHN STREET

NO.	ISSUED FOR	DATE	DESCRIPTION	BY	D.C.
1	ISSUED FOR				

**PROPOSED WATERMAIN CONSTRUCTION**

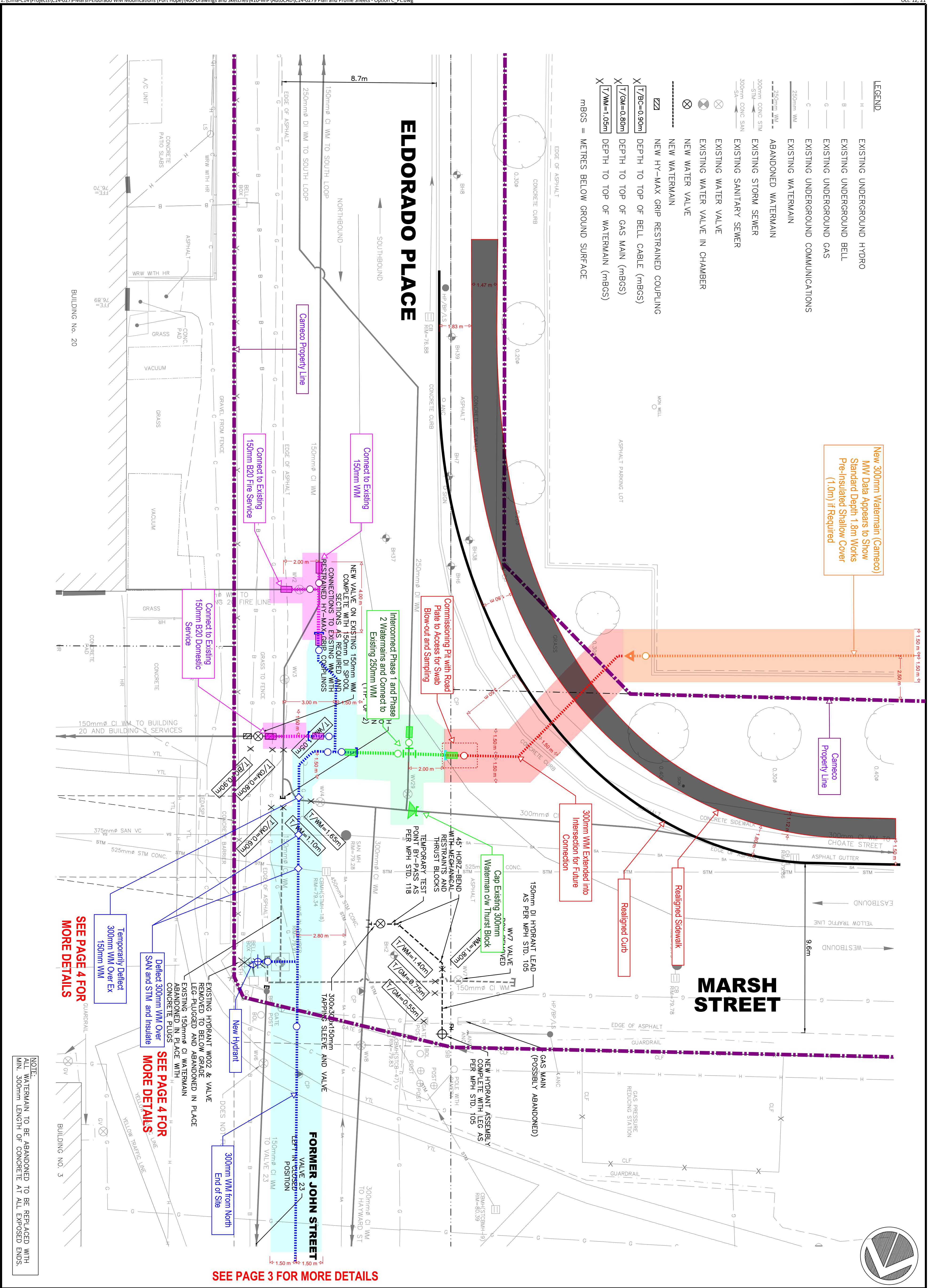
**MUNICIPAL INFRASTRUCTURE**

SCALE: HORIZONTAL: 1:250, VERTICAL: N/A

DESIGNED BY	DATE	SCALE
CHECKED BY		
APPROVED BY		

PROJECT NO.	C14-0344
DATE	MAY 2020
DESIGNED BY	G. MASK
CHECKED BY	D. CAMPBELL
APPROVED BY	

1 of 2



New 300mm Watermain (Carneco)  
 MW Data Appears to Show  
 Standard Depth 1.8m Works  
 Pre-Insulated Shallow Cover  
 (1.0m) if Required

Carneco  
 Property Line

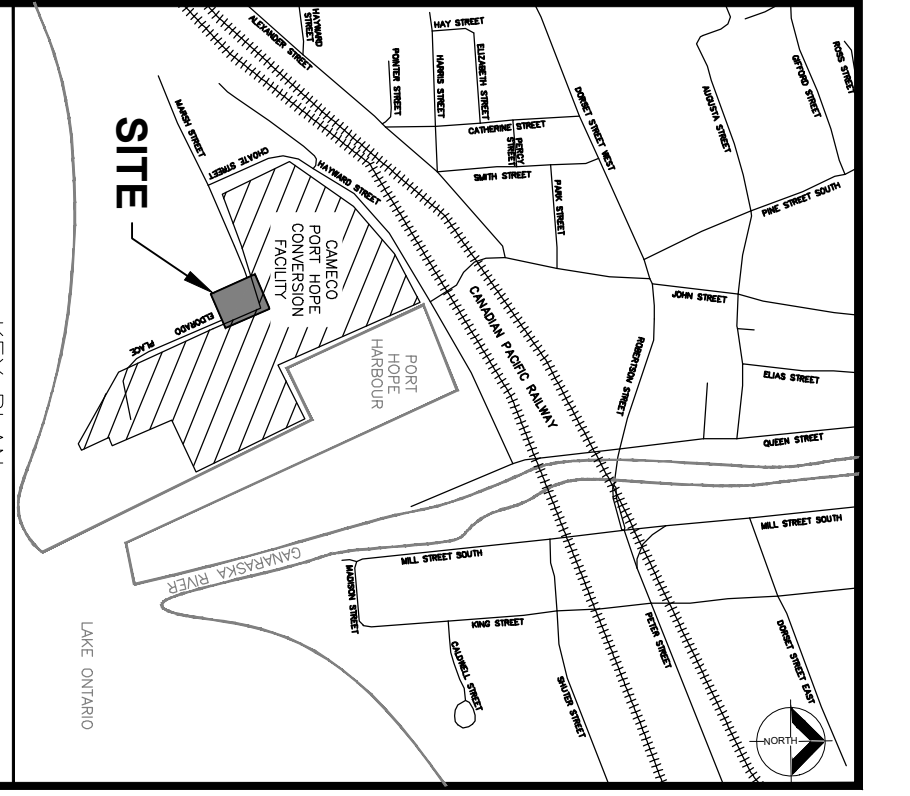
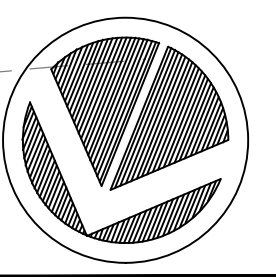
Former John Street  
 VALVE 23  
 LEFT IN POS'D  
 POSITION  
 150mm CI WM  
 TO VALVE 23

SEE PAGE 3 FOR MORE DETAILS

SEE PAGE 4 FOR  
 MORE DETAILS

SEE PAGE 4 FOR  
 MORE DETAILS

NOTE:  
 ALL WATERMAIN TO BE ABANDONED TO BE REPLACED WITH  
 MIN. 300mm LENGTH OF CONCRETE AT ALL EXPOSED ENDS.



**CIMV+**

PORT HOPE

MARSH STREET / ELDORADO PLACE  
 WATERMAIN MODIFICATIONS

CONTRACT NO.

No.	Date	Description	By
1	04/24/2019	ISSUED FOR 90% REVIEW/PENING	D.C.
2	09/17/2019	ISSUED FOR CONSTRUCTION	D.C.
3	10/10/2019	AS-BUILT	D.C.

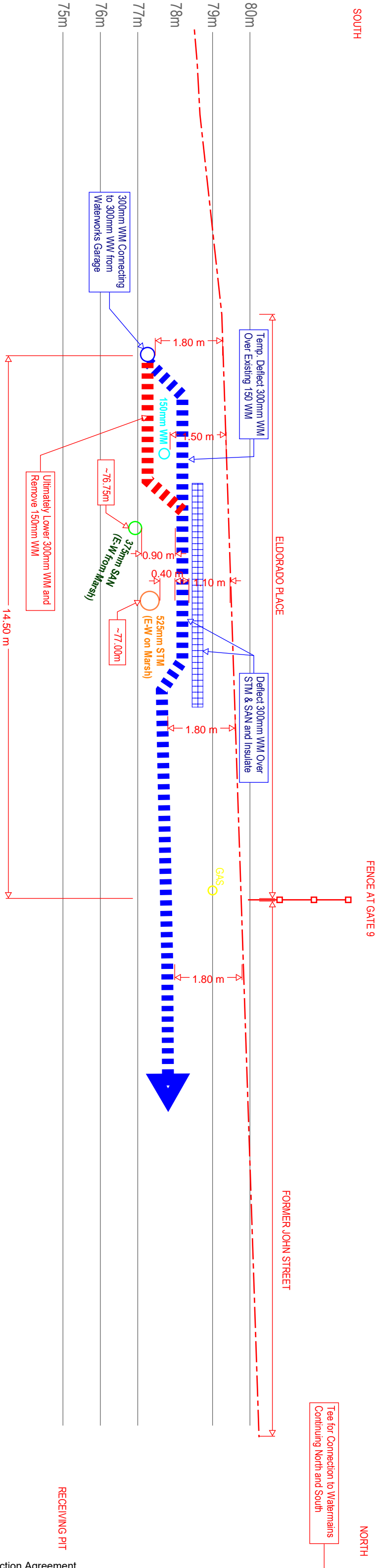
PROPOSED WATERMAIN  
 MODIFICATIONS

INTERSECTION OF MARSH  
 STREET AND ELDORADO PLACE

MUNICIPAL INFRASTRUCTURE

PROJECT NO.	C14-0279	DRAWN BY	G. MASK
DATE	10/10/2019	CHECKED BY	D. CAMPBELL
PROJECT NAME	MUNICIPAL INFRASTRUCTURE	APPROVED BY	P. PORTER
SHEET NO.	3 of 3	DATE	OCTOBER 2019

# SCHEMATIC PROFILE OF CROSSING



# OPTION 3