

# Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY

|  |                                      |                          |
|--|--------------------------------------|--------------------------|
| (1) Registry <input checked="" type="checkbox"/> | Land Titles <input type="checkbox"/> | (2) Page 1 of 5 pages    |
| (3) Property Identifier(s)                       | Block                                | Property                 |
|  |                                      | Additional: See Schedule |

(4) Consideration One Dollar--Easement to Regional Municipality for water main purposes  
Dollars \$ 1.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

Part Lot 56, Plan 717, Town of Pelham,  
Regional Municipality of Niagara,  
Part 2, Plan 59R-902

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

|                            |   |  |  |
|----------------------------|---|--|--|
| (6) This Document Contains | (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> | (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> | (7) Interest/Estate Transferred<br><del>Fee Simple</del><br>Easement |
|----------------------------|---|--|--|

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

THE CORPORATION OF THE TOWN OF PELHAM

Name(s)

Eric G. Bergenstein, MAYOR

Murray Hackett, CLERK

Signature(s)

*E. Bergenstein*

*M. Hackett*

Date of Signature

1985 05 07

1985 05 07

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

|         |              |                   |
|---------|--------------|-------------------|
| Name(s) | Signature(s) | Date of Signature |
|         |              | Y M               |

(10) Transferor(s) Address for Service 22 Pelham Town Square, Box 400, Fonthill, Ontario, L0S 1E0

(11) Transferee(s)

|                                      |               |
|--------------------------------------|---------------|
| THE REGIONAL MUNICIPALITY OF NIAGARA | Date of Birth |
|                                      | Y M           |

(12) Transferee(s) Address for Service 2201 St. David's Road, Box 1042, Thorold, Ontario, L2V 4T7

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Date of Signature

Date of Signature

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature

Y M

OPTIONAL

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Date of Signature

Y M

Signature

(15) Assessment Roll Number of Property

|      |      |     |      |      |              |
|------|------|-----|------|------|--------------|
| Cty. | Mun. | Map | Sub. | Par. | Not assigned |
|------|------|-----|------|------|--------------|

(16) Municipal Address of Property  
Not assigned

(17) Document Prepared by:  
John J. Burns  
Regional Solicitor  
2201 St. David's Road  
Box 1042  
Thorold, Ontario L2V 4T7

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Fees and Tax

Registration Fee

Land Transfer Tax

Total

THIS AGREEMENT made in duplicate this 18th day of April, 1985.

B E T W E E N :

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "OWNER"

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA,

Hereinafter called the "REGION"

OF THE SECOND PART

WHEREAS the Owner owns the lands and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, being Part 2, Plan 59R-902 and being part of Lot 56 on Plan 717 for the said Town of Pelham,

AND WHEREAS the Region has requested the Owner to grant to it an easement across part of the said lands of the Owner, which lands are described in Schedule "A" hereto annexed for the purpose of constructing, repairing, replacing, operating and maintaining a water main from Fonthill Wells, in the Town of Pelham,

AND WHEREAS the Owner has agreed to grant such an easement subject to the terms and conditions hereinafter set out.

WITNESSETH that in consideration of mutual covenants and agreements hereinafter respectively reserved and contained, the Owner does hereby grant and convey unto the Region, its successors and assigns, an easement over the lands of the Owner as described in Schedule "A", hereto annexed, subject to the terms and conditions set out as follows:

Permanent Easement:

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a watermain and all appurtenances thereto from the Fonthill Wells, as the Region may from time to time or at anytime hereafter deem requisite along, over and across the said lands described in Schedule "A" hereto annexed.

Together with the right of free and unimpeded access to the Region, its workmen, contractors and agents, supplies and equipment and vehicles at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "A" hereto annexed.

THE REGION covenants and agrees with the Owner that the Region will at all times hereafter:

- (a) Exercise the rights and easements granted in such a manner as to do as little damage as possible to the property of the Owner,
- (b) To indemnify and save the Owner harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid watermain from Fonthill Wells.

THE OWNER covenants and agrees with the Region that the Owner will at all times hereafter:

- (a) Permit the Region, its duly authorized contractors, agents and workmen to enter upon and construct, lay down, maintain, repair or remove the watermain from Fonthill Wells, with all necessary accessories and equipment thereto, across the lands described in Schedule "A" hereto annexed provided that such work is done without causing damage to the property of the Owner.
- (b) Shall not excavate, construct, fill, drill, impede or interrupt the flow of water through the watermain from Fonthill Wells, in, over, under or upon the lands described in Schedule "A" hereto annexed.

THE PARTIES hereto further agree that the easement hereby granted shall commence from the date hereof and shall continue either until a surrender thereof has been executed and delivered by the Region or for so long as the watermain and other works described herein remain upon the said lands.

THE EASEMENT granted herein is declared to be appurtenant to and for the benefit of the lands owned by the Region described in Schedule "B" attached hereto.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their and each of their respective heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF PELHAM

E.S. Bergenstern  
(Mayor)

Murray Hackett  
(Clerk)

APPROVED AS TO FORM

JK  
REGIONAL SOLICITOR

THE REGIONAL MUNICIPALITY OF NIAGARA

John Campbell  
(Chairman)

Blair  
(Clerk)

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 56, Plan 717 for the Town of Pelham, designated as Part 2 on a Reference Plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-902.

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Village of Fonthill, in the County of Welland, and being composed of part of Blocks "H" and "L" according to Registered Plan 25, (now known as Plan 717) more particularly described as Parts 9 and 11 on a reference plan received and deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-902.