

FOR OFFICE USE ONLY	NUMBER LT. 40345		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 7 pages	
	CERTIFICATE OF RECEIPT		(3) Property Identifier(s)		Block Property	
	86 JUL -8 P1:53		(4) Consideration		Dollars \$ 2.00	
	ASS. DEP. LAND REGISTRAR NIAGARA SOUTH No. 59 WELLAND		(5) Description		This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>	
	New Property Identifiers		Part of Lot 38, Plan M-11 designated as Part 3 on Plan 59R-4590, Town of Pelham, Regional Municipality of Niagara Parcel 38-1, Section M-11			
Executions		Additional: See Schedule <input type="checkbox"/>				
NO EXECUTIONS		Additional: See Schedule <input type="checkbox"/>				
(6) This Document Contains		(a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		(7) Interest/Estate Transferred Fee Simple XXXXXX 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 we are spouses of one another						
Name(s)		Signature(s)		Date of Signature Y M D		
RITCHIE, William Sydney		William S. Ritchie		1986 03 04		
RITCHIE, Carolyn Elizabeth		Carolyn E. Ritchie		1986 03 04		
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction						
Name(s)		Signature(s)		Date of Signature Y M D		
(10) Transferor(s) Address for Service 10 Willowdale Court, Fonthill, Ontario, L0S 1E0						
(11) Transferee(s)						
THE CORPORATION OF THE TOWN OF PELHAM		Date of Birth Y M D				
(12) Transferee(s) Address for Service 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0						
(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.						
Signature		Date of Signature Y M D		Signature		Date of Signature Y M D
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 D		
(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		Signature		Date of Signature Y M D		
(15) Assessment Roll Number of Property						
Cty.	Mun.	Map	Sub.	Par.	Not Assigned	
(16) Municipal Address of Property				(17) Document Prepared by:		
10 Willowdale Court Fonthill, Ontario L0S 1E0				THOMAS A. BIELBY Barrister and Solicitor 76 Division Street Welland, Ontario L3B 5N9		
				Fees and Tax		
				Registration Fee 16.00		
				Land Transfer Tax		
				Total		

WATERMAIN EASEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 1986, and authorized by By-law _____ of the Town of Pelham.

BETWEEN:

WILLIAM SYDNEY RITCHIE and CAROLYN ELIZABETH RITCHIE

Hereinafter called the "Transferors"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Transferee"

OF THE SECOND PART

WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Transferee to the Transferors, receipt whereof is hereby acknowledged, the Transferors transfer to the Transferee, its successors and assigns as easement and rights, the terms of which are set out in Schedule "A" hereto on and under the lands described in Schedule "B" hereto.

The easement herein is declared to be appurtenant to and for the benefit of the lands of the Transferors more particularly described in Schedule "C".

IN WITNESS WHEREOF WILLIAM SYDNEY RITCHIE and CAROLYN ELIZABETH RITCHIE have hereunto set their hands and seals, this 4th day of March., 1986.



William S. Ritchie
WILLIAM SYDNEY RITCHIE

Carolyn E. Ritchie
CAROLYN ELIZABETH RITCHIE

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF PELHAM has hereunto affixed its corporate seal duly attested to under the hands of its proper officers in that behalf, this _____ day of _____, 1986.

THE CORPORATION OF THE TOWN OF PELHAM

PER:

E. F. Bergenstein

Mayor

PER:

Mary Hackett

Clerk

SCHEDULE "A"

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a watermain and all appurtenances thereto, as The Corporation of the Town of Pelham may from time to time or at any time hereafter deem requisite under, along and across the said lands described in Schedule "B" hereto annexed, together with the right of free and unimpeded access to The Corporation of the Town of Pelham, its workmen, contractors and agents, supplies, equipment and vehicles at all time 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 "B" hereto annexed.

Provided that the Transferors shall not, without the prior consent of The Corporation of the Town of Pelham, excavate, fill, drill or install or erect any buildings or structures of any kind in or upon that part of the said lands used or occupied by The Corporation of the Town of Pelham for the purposes of the aforesaid watermain, nor permit the same to be done by any other person or corporation.

The Corporation of the Town of Pelham covenants and agrees with the Transferors, their successors and assigns that The Corporation of the Town of Pelham 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 Transferors;
- (b) To indemnify and save the Transferors harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid watermain or other works on or from the lands described in Schedule "B";
- (c) In the event of construction or maintenance work being carried on by The Corporation of the Town of Pelham on the lands covered by the easement, The Corporation of the Town of Pelham will do the work necessary to return the lands to their former state as soon as practicably possible after

the completion of such maintenance or construction work. Any maintenance or construction work shall be carried on by The Corporation of the Town of Pelham with all reasonable dispatch.

- (d) The Corporation of the Town of Pelham hereby grants to the Transferors, their successors and assigns, the right to connect to the within watermain that is laid down on the easement, subject to such connection being done to the approval of the Engineering Department for the Town of Pelham at a location along the easement to be approved by such Engineering Department.

This Agreement and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

SCHEDULE "B"

In the Town of Pelham, in the Regional Municipality of Niagara and being composed of that part of Lot 38, on Plan M-11 designated as Part 3 on a Plan of Survey of Record filed in the office of Land Titles at the City of Welland as Plan 59R-4590.

6.

SCHEDULE "C"

The lands to be benefited are Parkhill Road, Willowdale Court and Longspur Circle as shown on Plan M-11 in the Town of Pelham, in the Regional Municipality of Niagara registered in the Registry Office (No. 59) Land Titles Division of Niagara South at Welland and being Part of Parcel Streets-1 Section M-11.

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) ..Part..of..Lot..38,..Plan..M-11.....
..designated..as..Part..3..on..Plan..59B-4590,..Town..of..Pelham,..Regional.....
..Municipality..of..Niagara,..Parcel..38-1,..Section..M-11.....
BY (print names of all transferors in full) ...WILLIAM SYDNEY RITCHIE and CAROLYN ELIZABETH
.....RITCHIE.....
TO (see instruction 1 and print names of all transferees in full) ..THE CORPORATION OF THE TOWN OF.....
.....PELHAM.....
I, (see instruction 2 and print name(s) in full) ...GORDON CHERNEY.....

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))
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for The Corporation
of the Town of Pelham (insert name(s) of corporation(s))
described in paragraph(s) ~~XXX~~ ~~XXX~~ (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.
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 | \$ 1.00 | |
| (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)) | \$ 1.00 | \$ 1.00 |
| (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 | \$ 1.00 | |
5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)
Grant of Watermain Easement
6. If the consideration is nominal, is the land subject to any encumbrance?n/a.....
7. Other remarks and explanations, if necessaryno money passing whatsoever.....

ALL BLANKS
MUST BE
FILLED IN.
INSERT "NIL"
WHERE
APPLICABLE.

SWORN before me at the Town of Pelham
in the Regional Municipality of Niagara
this 25TH day of JUNE 1986

A Commissioner for taking Affidavits, etc.

(signature(s))

PROPERTY INFORMATION RECORD

- A. Describe nature of instrumentTransfer.....
- B. (i) Address of property being conveyed (if available) ...not available.....
- (ii) Assessment Roll # (if available)not available.....
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 6)
.....not available.....
- D. (i) Registration number for last conveyance of property being conveyed (if available) ...not 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
solicitorTHOMAS A. BIELBY.....
.....Barrister and Solicitor.....
.....76 Division Street.....
.....Welland, Ontario.....
.....L3B 5N9.....

For Land Registry Office use only

REGISTRATION NO.

LAND REGISTRY OFFICE NO.

REGISTRATION DATE