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(1) Registry ☐ Land Titles ☒ (2) Page 1 of 4 pages

(3) Property Identifier(s) Block Property Additional: See Schedule ☐

(4) Consideration ONE - - - - - Dollars \$ 1.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐  
Parcel 12-1, Section 59M-114; Parcel 18-1, Section 59M-107; and Part of Parcel 37-1, Section 59M-107, in the Town of Pelham, (formerly in the Township of Thorold), in the Regional Municipality of Niagara, more particularly described in Schedule Page 2 attached.

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for: Description ☒ Additional Parties ☐ Other ☒

(7) Interest/Estate Transferred ~~Easement~~ 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  
Name(s) THE CORPORATION OF THE TOWNSHIP OF PELHAM  
Signature(s) E. J. Bergenstern  
MAYOR  
M. H. H. H.  
CLERK  
Date of Signature Y M D 1987 04 15  
1987 04 7

(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 P. O. Box 400, 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0

(11) Transferee(s) ONTARIO HYDRO  
Date of Signature Y M D

(12) Transferee(s) Address for Service 700 University Avenue, Toronto, Ontario M5G 1X6

(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  
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 X 27 32 020 021 07300

(16) Municipal Address of Property X Lot 18, Plan 59M-107  
Lot 37, Plan 59M-107  
Lot 12, Plan 59M-114  
(17) Document Prepared by: ONTARIO HYDRO  
Real Estate & Security Division  
700 University Avenue  
Toronto, Ontario M5G 1X6  
4431 Lincoln DP:TC

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Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

## Additional Property Identifier(s) and/or Other Information

(6) (b) Description

THOSE lands and premises located in the following municipality, namely, in the Town of Pelham (formerly Township of Thorold), in the Municipality of Niagara, more particularly described as follows:

FIRSTLY: Parcel 12-1, Section 59M-114 being the whole of Lot 12 and being a public walkway on Plan 59M-114; and

SECONDLY: Parcel 18-1, Section 59M-107 being the whole of Lot 18 and being a public walkway on Plan 59M-107; and

THIRDLY: Part of Parcel 37-1, Section 59M-107 being part of Lot 37, Plan 59M-107 designated as Part 1 on Plan 59R-5202 .

(7) Interest/Estate Transferred

1. The Transferor hereby grants and conveys in perpetuity to the Transferee, its successors and assigns, the rights and easement:

- a) To enter on and construct, install, operate, maintain, in, on and under the lands shown as FIRSTLY: Parcel 12-1, Section 59M-114 being the whole of Lot 12 and being a public walkway on Plan 59M-114; and SECONDLY: Parcel 18-1, Section 59M-107 being the whole of Lot 18 and being a public walkway on Plan 59M-107; and THIRDLY: Part of Parcel 37-1, Section 59M-107 being part of Lot 37, Plan 59M-107 designated as Part 1 on Plan 59R-5202 , underground cables and associated material and equipment, herein called the "strip", as in the opinion of the Transferee may be necessary (all of which are herein called the "works");
- b) To enter on and cut and remove all trees and brush on the strip;
- c) For the servants, agents, contractors, and workmen of the Transferee at all times to pass and repass with any equipment along the strip to examine, repair, and renew the works, subject to payment by the Transferee of compensation for any damage sustained by the Transferor due to the operation, maintenance, or renewal of the works; and
- d) To remove, re-locate and reinstall the said works in, on and under the strip subject to payment by the Transferee of additional compensation for any damage caused thereby.

2. The Transferor covenants and agrees not to erect in, on and under the strip any buildings, structures, or other obstructions of any nature whatever except property line fences and further covenants and agrees not to change the grade of the strip if in the opinion of the Transferee such acts would interfere with the works.

3. The Transferor covenants with the Transferee that it has the right to convey the easement in, on and under the said land to the Transferee and that the Transferee will quietly possess and enjoy the said easement, that it will execute such further assurances of the said easement as may be requisite.



Additional Property Identifier(s) and/or Other Information

4. The Transferee covenants and agrees with the Transferor:

to indemnify and save harmless the Transferor, its tenants, or other lawful occupiers of the strip for any loss, damage, and injury caused by the granting of this easement or anything done pursuant thereto or arising from any accident (not excluding an Act of God) that would not have happened but for the presence of the works on the strip provided, however, that the Transferee shall not be liable hereunder to the extent to which such loss, damage or injury is caused or contributed to by the neglect or default of the Transferor, its tenants or other lawful occupiers of the strip or their servants, agents or workmen.

5. All covenants herein contained shall be construed to be several as well as joint, and that wherever the singular and the masculine are used in this Transfer of Easement, the same shall be construed as meaning the plural or the feminine or neuter where the context or the parties hereto so require.

6. The burden and benefit of this Transfer of Easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) FIRSTLY: Parcel 12-1, Sec. 59M-114 being the whole of Lot 12 and being a public walkway on Plan 59M-114; & SECONDLY: Parcel Plan 18-1, Sec. 59M-107 being the whole of Lot 18 and being a public walkway on Plan 59M-107; & THIRDLY: Pt. of Parcel 37-1, Sec. 59M-107 being part of Lot 37, Plan 59M-107 designated as Part 1 on Plan 59R-5202, all being in the Town of Pelham (formerly Twp. of Thorold), Regional Municipality of Niagara.

BY: THE CORPORATION OF THE TOWNSHIP OF PELHAM

TO: ONTARIO HYDRO

I, DAVID B. MACGREGOR

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)) ONTARIO HYDRO

☐ described in paragraph ~~(a)~~ ~~(b)~~ ~~(c)~~ (c) above; (strike out references to inapplicable paragraphs)

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) \_\_\_\_\_

☐ described in paragraph(s) (a), (b), (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. (To be completed where the value of the consideration for the conveyance exceeds \$250,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences.
- ☐ does not contain a single family residence.
- ☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1) (d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.

3. 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 and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) N/A

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ <u>1.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ <u>nil</u>	
(ii) Given back to vendor	\$ <u>nil</u>	
(c) Property transferred in exchange (detail below)	\$ <u>nil</u>	
(d) Securities transferred to the value of (detail below)	\$ <u>nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ <u>nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ <u>nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ <u>1.00</u>	\$ <u>1.00</u>
(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)	\$ <u>nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$ <u>nil</u>	
(j) TOTAL CONSIDERATION	\$ <u>1.00</u>	

All Blanks  
Must Be  
Filed In.  
Insert "Nil"  
Where  
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) N/A

6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary. This Transfer of Easement is given for the purposes of transmitting electrical energy. There is no consideration passing directly or indirectly.

Sworn before me at the City of Toronto  
in the Municipality of Metropolitan Toronto  
this 2nd day of February 19 87

A Commissioner for taking Affidavits, etc.

DIANA MARY PLOUSOS, a Commissioner  
etc., Province of Ontario for Ontario Hydro  
Expires November 5, 1989.

signature(s)  
DAVID B. MACGREGOR

Property Information Record

- A. Describe nature of instrument: Transfer of Easement
- B. (i) Address of property being conveyed (if available) not available
- (ii) Assessment Roll No. (if available) not available
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) \_\_\_\_\_
- 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 solicitor:  
ONTARIO HYDRO  
Real Estate & Security Division  
700 University Avenue  
Toronto, Ontario M5G 1X6

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REGISTRATION NO.

Land Registry Office No.

Registration Date