

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY

587957

CERTIFICATE OF REGISTRATION
CERTIFICATE OF REGISTRATION
NIAGARA SOUTH, 500(53)WELLAND

'90 07 3 16 22

[Signature]

LAND REGISTRATION REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 8 pages
(3) Property Identifier(s)	Block	Property
(4) Consideration		Additional: See Schedule <input type="checkbox"/>
-----ONE----- Dollars \$1.00		
(5) Description	This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>	
Part of Lot 176, former Township of Thorold, now in the Town of Pelham more particularly described as Part 2 on Reference Plan 59R-5827.		

(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 Fee Simple EASEMENT
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(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)	Signature(s)	Date of Signature Y M D
THE SAWLE SYNDICATE LTD.	<i>[Signature]</i> PER: ROSS SAWLE I have authority to bind the corporation	1990 06 29

(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
Box 1330 ST CATHERINES L2H 7J5

(11) Transferee(s)

	Date of Birth Y M D
THE CORPORATION OF THE TOWN OF PELHAM	

(12) Transferee(s) Address for Service
P.O. Box 400, 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
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.	Date of Signature Y M D
Name and Address of Solicitor	Signature

(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 D
	Signature

(15) Assessment Roll Number of Property
not assessed

(16) Municipal Address of Property not assigned	(17) Document Prepared by: R. Bruce Smith Brooks, Macfarlane & Bielby 76 Division Street Welland, Ontario L3B 5N9	FOR OFFICE USE ONLY Fees and Tax Registration Fee Land Transfer Tax Total
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STORM AND DRAINAGE EASEMENT

THIS AGREEMENT made in duplicate this 9th day of June, 1988 A.D. and authorized by By-law No. 1192 (1988) of the Town of Pelham.

BETWEEN:

RS

THE SAWLE SYNDICATE LTD.
~~SAWLE INVESTMENTS INC.~~

Hereinafter called the "Transferor"
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 Transferor, receipt whereof is hereby acknowledged, the Transferor transfers to the Transferee, its successors and assigns an 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 burden and benefit of this 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 WITNESS WHEREOF SAWLE INVESTMENTS INC. has hereunto affixed its corporate seal duly attested to under the hands of its proper officers in that behalf, this 9th day of June, 1988.

THE SAWLE SYNDICATE LTD.
~~SAWLE INVESTMENTS INC.~~

PER:

Ross Sawle
ROSS SAWLE

con't.....

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 9th day of June, 1988.

THE CORPORATION OF THE TOWN OF PELHAM

E. G. Bergenstern

MAYOR - ERIC BERGENSTEIN

Murray Hackett

CLERK - MURRAY HACKETT

4

SCHEDULE "A"

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a storm drainage course, a storm water detention area, and the necessary berms therefor, 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 as Part 2 on Reference Plan 59R-5827, 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 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.

Provided that the Transferor will not without the prior consent of the Corporation of the Town of Pelham excavate, fill, drill, install or erect any buildings or structures of any kind in or upon that part of the said lands to be used or occupied by the Town of Pelham for the purposes aforesaid 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 Transferor, its 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 Transferor;
- (b) To indemnify and save the Transferor harmless at all times from any damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid storm drainage course on or from the lands described;
- (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, and any maintenance or construction work shall be carried on by the Corporation of the Town of Pelham with all reasonable dispatch.

con't.....

- (d) The Corporation of the Town of Pelham's construction work and installations to be completed or placed on the lands aforesaid shall be in accordance with Schedule "C" attached hereto, and apart from regular maintenance thereof the Corporation of the Town of Pelham hereby acknowledges that no other construction will take place or change or alterations or variations, without the written consent of the Transferor.

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

SCHEDULE "B"

Part of Lot 176, former Township of Thorold, now in the Town of Pelham more particularly described as Part 2 on Reference Plan 59R-5827.

SCHEDULE "C"

Construction Drawings and Specifications (Original
Material Held at the Town of Pelham Offices)

