

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 7 pages	
	(3) Property Identifier(s)		Block	Property
	Additional: See Schedule <input type="checkbox"/>			
	(4) Consideration NIL - Transfer of Easement to a Municipality Dollars \$			
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part Block 43, Plan 59M-149, Town of Pelham, Regional Municipality of Niagara, designated as Part 1 on Reference Plan 59R-6133, and being part of Parcel Plan-1, in the Register for Section 59M-149.			
New Property Identifiers		Additional: See Schedule <input type="checkbox"/>		
Executions		Additional: See Schedule <input type="checkbox"/>		
(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		
(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) R.O.A.D. HOLDINGS LIMITED				
Signature(s) <i>Morris Rosenberg</i> Date of Signature Y M D 1988 12				
Morris Rosenberg President				
(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 1110 Sheppard Avenue East, Suite 507, Willowdale, Ontario. M2K 2W2				
(11) Transferee(s)				
THE CORPORATION OF THE TOWN OF PELHAM				
Date of Birth Y M D				
(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.				
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				
Signature				
(15) Assessment Roll Number of Property				
Cty.	Mun.	Map	Sub.	Par.
not assessed				
(16) Municipal Address of Property				
not assigned				
(17) Document Prepared by:				
Messrs. Chown, Cairns, 80 King Street, P. O. Box 760, St. Catharines, Ontario. L2R 6Y8 RG:nc				
Fees and Tax				
Registration Fee				
Land Transfer Tax				
Total				

THIS AGREEMENT made this 6th day of December, 1988.

B E T W E E N:

R.O.A.D. HOLDINGS LIMITED,

(hereinafter called the "Grantor")

OF THE FIRST PART:

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

(hereinafter called the "Grantee")

OF THE SECOND PART:

- and -

THE TORONTO-DOMINION BANK,

(hereinafter called the "Mortgagee")

OF THE THIRD PART:

WHEREAS:-

1. The Grantor is the registered owner in fee simple of the lands described in Schedule "A" hereto annexed.
2. The Grantee is the registered owner of those public highways more particularly described in Schedule "B" hereto annexed.
3. The Grantor has agreed to grant a permanent easement for sanitary storm sewer purposes over the lands described in Schedule "A" to the Grantee for the benefit of the Grantee's lands as described in Schedule "B".

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the premises and of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged):

1. The Grantor doth grant and convey and transfer unto the Grantee, and its servants, contractors and workmen, the right, licence, liberty, privilege and easement to lay,

construct, keep, have, use and maintain, for all times, a sanitary storm sewer with all necessary appurtenances, on, in, across, under and through the lands described in Schedule "A" hereto annexed, and to keep and maintain the said storm drain and appurtenances at all times in good condition and repair, and for every such purpose for The Corporation of the Town of Pelham, its servants, agents, contractors, workmen and other persons duly authorized by it to have access to the said lands described in Schedule "A" hereto annexed at all times, and to pass and repass at all times with plant, machinery, material, vehicles and equipment as may be necessary on, in and across the said lands as described in Schedule "A" for all purposes necessary or incidental to the exercise and for the enjoyment of the rights, licences, privileges and easements herein granted.

2. The Grantor shall not, without the prior consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected, on or under the said lands described in Schedule "A" hereto annexed, any pit, well, foundation, pavement or other structure or installation, but otherwise the Grantor shall have the full right to use and enjoy the said lands described in Schedule "A" hereto annexed, subject always to and so not as to interfere with the easement, rights, licence and privileges hereby granted and conferred upon the Grantee.

3. The Grantee shall compensate the Grantor for damages done to the buildings, crops, fences, paving and trees on the said lands described in Schedule "A" hereto annexed, by reason of the exercise of the rights hereinbefore granted.

4. After each entry upon the said lands described in Schedule "A" hereto annexed, the Grantee shall restore them to the same condition as nearly as may be possible as they were in at the time of such entry.

5. Notwithstanding any rules of law or equity, the said storm drain and appurtenances thereto, shall, at all times, remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the freehold.


6. The easements herein are declared to be appurtenant to and for the benefit of the lands of the Grantee, more particularly described in Schedule "B".

7. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


8. And the Mortgagee hereby consents to the registration of the Easement Agreement and postpones and subordinates its mortgage to the easement herein created and transferred.

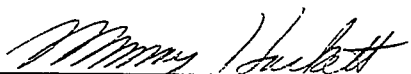
IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

R.O.A.D. HOLDINGS LIMITED


Per: 
Morris Rosenberg -
President

THE CORPORATION OF THE TOWN
OF PELHAM

Per: 
Mayor - ~~XXXXXX~~ M. D. Collins

Per: 
Clerk - Murray Hackett

THE TORONTO-DOMINION BANK

Per: 
GENERAL MANAGER

The Toronto-Dominion Bank (the "Bank") has caused this Agreement to be signed by this duly authorized attorney pursuant to a Power of Attorney registered in the Registry Office for the Land Titles Division of Niagara South (No. 59) on the 21st day of October, 1983, as No. LT-28759.

I am attorney for the Bank under the above-mentioned Power of Attorney. to the best of my knowledge and belief the Power of Attorney is still in full force and effect.

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 Block 43, as shown on a Plan registered in the Land Titles Office for the Land Titles Division of Niagara South as Plan 59M-149, and being designated as Part 1 on Reference Plan 59R-6133, and being part of Parcel Plan-1, in the Register for Section 59M-149.

SCHEDULE "B"

THOSE public highways in the Town of Pelham, in the Regional Municipality of Niagara, known as Woodside Square and Welland Road, as shown on a Plan of Subdivision registered in the Land Titles Office at Welland as Plan 59M-149.