

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

FOR OFFICE USE ONLY

Number/Numéro LT 62625
CERTIFICATE OF RECEIPT
Certificat de Réception
JUN 27 AM 10:20
NIAGARA SOUTH
SUD (59)
WELLAND Land Registrar/Registreur

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 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 Parcel Plan-1, Section 59M-164 Being Parts of Lots 1, 2, 3, 8, 9, 34, 35, 39, 40, 41, 50 and Part of Block 70, Plan 59M-164, in the Town of Pelham, in the Regional Municipality of Niagara (see attached 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 Fee Simple Easements
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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	
RIVER REALTY DEVELOPMENT (1976) INC.		1989 06 13	
	S.A. Branscombe		
	President		

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction	Signature(s)	Date of Signature Y M D
Name(s)		

(10) Transferor(s) Address for Service	P.O. Box 576, Niagara Falls, Ontario L2E 6V2
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(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
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(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 Y M D	Signature	Date of Signature Y M D
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 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.	Date of Signature Y M D	Signature
Name and Address of Solicitor		

(15) Assessment Roll Number of Property	Cty.	Mun.	Map	Sub.	Par.	NOT ASSIGNED
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(16) Municipal Address of Property	(17) Document Prepared by:
NOT ASSIGNED	RIVER REALTY DEVELOPMENT (1976) INC. P.O. Box 576 Niagara Falls, Ontario L2E 6V2

FOR OFFICE USE ONLY

Fees and Tax TRIP	
Registration Fee	20-
Land Transfer Tax	
Total	

Additional Property Identifier(s) and/or Other Information

ADDITIONAL DESCRIPTION

Those Parts of Lots 1, 2, 3, 8, 9, 34, 35, 39, 40, 41, 50 and Part of Block 70, according to Plan 59M- 164 shown as a reference plan deposited in the land south (No.59), at Welland, as Plan 59R- 6460 , designated as:

- Part 1 being a portion of said Lot 1
- Part 2 being a portion of said Lot 2
- Part 3 being a portion of said Lot 3
- Part 4 being a portion of said Lot 8
- Part 5 being a portion of said Lot 9
- Part 6 being a portion of said Lot 34
- Part 7 being a portion of said Lot 35
- Part 8 being a portion of said Lot 39
- Part 9 being a portion of said Lot 40
- Part 10 being a portion of said Lot 41
- Part 11 being a portion of said Lot 50
- Part 12 being a portion of said Block 70

EASEMENTS AND RIGHTS

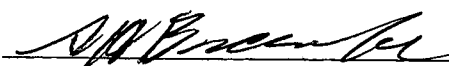
The transferor grants to the Transferee the easements and rights hereinafter set out, namely:

The free and uninterrupted and unobstructed easements, rights, license, liberty and privilege to the Transferee and its servants, contractors, agents and workmen to lay, construct, keep, have, use, maintain, and inspect at all times catch basins and drainage pipes together with all necessary apurtenances for the drainage of storm and surface water, hereinafter referred to as "the works", in over, along, across, upon and under the lands described in this Transfer of Easements, and hereinafter referred to as "the said lands".

TOGETHER WITH the right and privilege to keep and maintain the works and at all times in good condition and repair and free of obstruction and to clean, clear, enlarge, alter, replace, reconstruct and remove the works as may be required by the Transferee and for every such purpose the Transferee, its servants, agents, contractors, workmen and otherpersons duly authorized by it shall have the right to enter on, pass and repass over the said lands with all necessary vehicles, supplies and equipment for the purpose of exercising or enjoying any of the rights herein transferred.

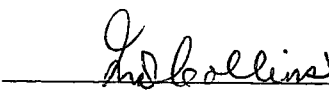
The Transferor and the Transferee covenant and agree, each with the other, that the said easements and rights shall be subject to the terms and conditions set out in Schedule Page 3 hereto annexed.

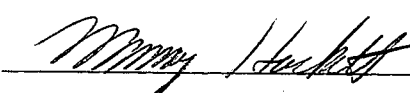
RIVER REALTY DEVELOPMENT (1976) INC.


S.A. Branscombe
President

Date of Signature		
Y	M	D
1989	06	13

THE CORPORATION OF THE TOWN OF PELHAM


J. D. Collins
Mayor


M. H. Hackett
Clerk

Date of Signature		
Y	M	D
1989	06	15

Additional Property Identifier(s) and/or Other Information

TERMS AND CONDITIONS OF EASEMENTS AND RIGHTS:

The terms and conditions which the Transferor and Transferee covenant and agree shall apply to the easements and rights herein transferred are as follows:

1. The Transferor shall at all times be responsible for maintaining the said works clean, clear and free of obstruction and for removing all obstructions from the works at the sole risk and expense of the Transferor and the Transferor shall keep the said lands clear of all trees, pits, wells, foundations, buildings or other structures or installations of any nature whatsoever, and the Transferor shall not, without the prior consent of the Transferee, excavate or drill on the said lands, but save as hereinbefore provided, the Transferor shall have the right fully to use and enjoy the said lands subject always to and not so as to interfere with the easements, rights and privileges hereby conferred upon the Transferee.
2. Notwithstanding any rule of law or equity, all works constructed by the Transferee on the said lands shall at all times remain the property of the Transferee, notwithstanding that the same may be annexed or affixed to the freehold.
3. The Transferee shall not be liable for any loss or damage resulting from the obstruction of the works and the flow of water in and through the works and the Transferor shall and does hereby release the Transferee from all claims or demands in respect of any such loss or damage.
4. Notwithstanding the easements, rights and privileges transferred herein to the Transferee, the Transferee shall be under no obligation to clean, clear or remove obstructions from the works or to maintain the said works.
5. The easements and rights hereby transferred are and shall be of the same force and effect to all intents and purposes as covenants running with the land and this transfer of easements, including all the covenants and conditions herein contained, shall extend to be binding upon and enure to the benefit of the successors in title and assigns of the Transferor and the Transferee respectively, and it is hereby declared that the said easements and apurtenant to and for the benefit of the lands of the Transferee hereinafter particularly described, namely:

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara and being composed of: Vista Drive, Rolling Meadows Boulevard, Meadowvale Drive, as shown on a plan registered in the Land Registry Office, Land Titles Division, of Niagara South (No. 59), at Welland, as Plan 59M-164

