



Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

(1) Registry Land Titles (2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule

(4) Consideration

TWO-----XX/100 Dollars \$ 2.00

(5) Description This is a: Property Division Property Consolidation

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

Part of Lot 1, Concession 10, in the Town of Pelham, formerly the Township of Pelham, Regional Municipality of Niagara, designated as Parts 1 and 2, Reference Plan 59R-6372.

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

(7) Interest/Estate Transferred ~~Fee Simple~~ Easement ~~and Right-of-Way~~

(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
THE CORPORATION OF THE TOWN OF PELHAM	<i>Mardi Collins</i>	1989 11 6
Per: Mayor - Mardi Collins		
	<i>Murray Hackett</i>	1989 11 6
Per: Clerk - Murray Hackett		

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Signature(s) Date of Signature

(10) Transferor(s) Address for Service P.O. Box 400, Fonthill, Ontario LOS 1E0

(11) Transferee(s) THE CONSUMERS' GAS COMPANY, LTD. APPROVED AS to form for LAND DEPT. CONSUMERS' GAS

Signature	Date of Signature
<i>[Signature]</i>	1989 10 11
Per: JOHN L. AINEN, SR. VICE-PRESIDENT	
<i>[Signature]</i>	1989 10 11
Per: R.J. Reid Corporate Secretary	

(12) Transferee(s) Address for Service P.O. Box 650, Scarborough, Ontario MIK 5E3

(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. 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

(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

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

Not Assessed

Fees and Tax

(16) Municipal Address of Property Quaker Road Fonthill, Ontario

(17) Document Prepared by: The Consumers' Gas Company Ltd. Land Department (L-16696) P.O. Box 650 Scarborough, Ontario MIK 5E3

Registration Fee
Land Transfer Tax
Total

FOR OFFICE USE ONLY

Planning Act — OPTIONAL



Additional Property Identifier(s) and/or Other Information

Form 5-Land Registration Reform Act, 1984

SCHEDULE

INTEREST/ESTATE TRANSFERRED

1. The Transferors hereby transfer, sell, grant and convey in perpetuity to the Transferee its successors and assigns, a free and unencumbered easement in, under and/or through the lands described in box (5) herein, hereinafter referred to as the Easement Lands, to survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain pipelines and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto for the transmission of natural and/or manufactured gas, together with a right-of-way to the Transferee, its successors, assigns, servants and agents for ingress and egress at any time and from time to time over, along and upon the Transferor's lands abutting the Easement Lands on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the easement hereby transferred.
2. The Transferee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
3. The rights of the Transferee herein shall be of the same force and effect as a covenant running with the Easement Lands and shall be appurtenant to the lands and premises described in this Schedule as the Transferee's Lands.
4. The Transferee shall have the absolute and unfettered right to assign or transfer its rights hereunder in whole or in part and shall not be bound to give notice thereof to any party.
5. This Transfer shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto. If the Transferors are not the sole owners of the said lands, this Transfer shall bind the Transferors to the full extent of their interest therein and shall also extend to any after-acquired interest but all monies payable or paid to the Transferors hereunder shall be paid to the Transferors only in the proportion that their interest in the said lands bears to the entire interest therein. The Transferors hereby agree that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.
6. The Transferors shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferors shall not without the prior written consent of the Transferee, place or erect on the Easement Lands any building, structure or fence and shall not excavate, alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.
7. Notwithstanding any rule of law or equity, any pipeline constructed by the Transferee together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Easement Lands.
8. The Transferee shall at its own expense as soon as reasonably possible after the construction of its pipeline or other exercise of its rights hereunder, remove all surplus soil and debris from the Easement Lands and restore them to their former state so far as is reasonably practicable.



Additional Property Identifier(s) and/or Other Information

9. The Transferors covenant that

- (i) they have the right to convey this easement and right-of-way to the Transferee;
- (ii) the Transferee shall have quiet enjoyment of the rights, easement and right-of-way hereby transferred;
- (iii) the Transferors or their successors and assigns will execute such further assurances of this easement and right-of-way and do such other acts (at the Transferee's expense) as may be reasonably required; and
- (iv) the Transferors have not done, omitted or permitted anything whereby the Easement Lands is or may be encumbered (except as the records of the land registry office disclose).

TRANSFEEE'S LANDS (DOMINANT TENEMENT)

FIRSTLY:

In the City of Thorold (formerly Township of Thorold), in the Regional Municipality of Niagara (formerly County of Welland), Province of Ontario, and being composed of part of Township Lot No. 92 in the said Township of Thorold, which said parcel of Land is more particularly described as follows:

COMMENCING at an iron stake planted at the Southwest corner of the herein described lands, which said point of commencement is located as follows:

BEGINNING at the Southwest corner of Township Lot No. 92 in the Township of Thorold;

THENCE North 1° 21' West in the Westerly limit of said Township Lot No. 92, 10.0 feet to a point in the Northerly limit of King's Highway No. 20, as shown on a plan deposited in the Registry Office for the Registry Division of Niagara South as No. 297.

THENCE North 88° 29' 30" East in the Northerly limit of said Highway No. 20, 7.56 feet to a point;

THENCE North 1° 32' 30" West, 317.54 feet to the point of commencement aforesaid;

THENCE North 1° 32' 30" West, 100.33 feet to an iron stake;

THENCE North 85° 59' East, 150.14 feet to an iron stake;

THENCE South 1° 32' 30" East, 106.81 feet to an iron stake;

THENCE South 88° 27' 30" West, 150.0 feet to the point of commencement.

SUBJECT TO a right of way in favour of Western Pipe Lines, its successors and assigns as set out in the agreement registered as No. 13870a, Township of Thorold, and more particularly described as follows:

COMMENCING at the South-West angle of Lot 92;

THENCE North 1° 21' West, a distance of 10 feet to a point;

THENCE North 88° 29' 30" East, a distance of 7.56 feet to a point in the North limit of the King's Highway No. 20 as widened by deposited Plan No. 297, said point being the point of beginning;

THENCE North 1° 32' 30" West, a distance of 367.54 feet to a point;



Additional Property Identifier(s) and/or Other Information

THENCE North 88° 27' 30" East, a distance of 20 feet to a point;

THENCE South 13° 23' 37" West, a distance of 31.05 feet to a point;

THENCE South 1° 32' 30" East, a distance of 337.54 feet more or less to a point in the Northerly limit of said King's Highway No. 20 as widened by deposited Plan No. 297.

THENCE on a course South 88° 29' 30" West following the Northerly limit of said widened Highway, a distance of 12 feet more or less to the point of beginning. As described in Instrument No. 90798A.

SECONDLY:

In the Town of Pelham (formerly Township of Pelham), in the Regional Municipality of Niagara (formerly County of Welland), Province of Ontario, and being composed of part of Lot No. 6 in the Second Concession of the said Township, containing by admeasurement 0.482 of an acre be the same more or less and which said parcel may be more particularly described as follows:

COMMENCING at a point in the westerly limit of a public travelled road known as the Pelham Road, which said point may be located in the following manner:

BEGINNING at the north-west angle of lot no. 6 in the Third Concession of the said Township as established by the Hydro-Electric Power Commission of Ontario;

THENCE south 1 degree and 13 minutes east in the easterly limit of the unopened road allowance between lots no. 6 and 7 a distance of 732.75 feet to the northerly limit of the lands acquired by the Hydro-Electric Power Commission of Ontario by Instrument No. 17656;

THENCE north 81 degrees and 55 minutes and 30 seconds east in the said northerly limit a distance of 1086.64 feet to an iron bar planted in the westerly limit of the Pelham Road;

THENCE north 38 degrees and 15 minutes east along the said westerly limit a distance of 100.0 feet to an angle therein;

THENCE north 37 degrees and 02 minutes east continuing along the said westerly limit a distance of 90.67 feet to an angle therein;

THENCE north 27 degrees and 40 minutes east continuing along the said westerly limit a distance of 191.4 feet to an angle therein;

THENCE north 20 degrees and 21 minutes east continuing along the said westerly limit a distance of 211.9 feet to an angle therein;

THENCE north 9 degrees and 31 minutes east continuing along the said westerly limit a distance of 124.4 feet to a point in the southerly limit of a public travelled road running westerly through the said lot;

THENCE north 7 degrees and 36 minutes west a distance of 42.5 feet to the intersection of the northerly limit of the said public travelled road with the westerly limit of the Pelham Road;

THENCE north 1 degree and 19 minutes east along the said westerly limit of Pelham Road a distance of 132.0 feet to an angle therein;

THENCE north 85 degrees and 11 minutes west continuing along the said westerly limit a distance of 9.7 feet to an angle therein;



Additional Property Identifier(s) and/or Other Information

THENCE north 1 degree and 32 minutes west continuing along the said westerly limit a distance of 1775.6 feet to a stake; which said stake marks the place of beginning of the herein described parcel

THENCE north 1 degree and 32 minutes west along the said westerly limit a distance of 100.0 feet to a stake;

THENCE south 87 degrees and 25 minutes west a distance of 210.0 feet to a stake;

THENCE south 1 degree and 32 minutes east a distance of 100.0 feet to a stake;

THENCE north 87 degrees and 25 minutes east a distance of 210.0 feet more or less to the place of beginning.

As described in Instrument No. 90796A.



Affidavit of Residence and of Value of the Consideration

(Amended Aug. 1, 1986)

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lot 1, Concession 10, Town of Pelham, formerly Township of Pelham, Regional Municipality of Niagara, designated as Parts 1 and 2, Reference Plan 59R-6372.

BY (print names of all transferors in full) The Corporation of the Town of Pelham

TO (see instruction 1 and print names of all transferees in full) The Consumers' Gas Company Ltd.

I, (see instruction 2 and print name(s) in full) Walter J. Tkach

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)) The Consumers' Gas Company Ltd.

- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
(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.
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) None.

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

Table with 2 columns: Description of consideration and Amount. Rows include: (a) Monies paid or to be paid in cash (\$ 2.00), (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)) (\$ 2.00), (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 (\$ 2.00).

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) None. Easement to maintain existing gas pipeline.

- 6. If the consideration is nominal, is the land subject to any encumbrance? No
7. Other remarks and explanations, if necessary. Exempt from Land Transfer Tax under Ontario Regulation 560-80. This instrument conveys only an Easement. The total consideration therefore is set out above. If encumbrances exist, they are not being assumed by the transferee. No monies are passing directly or indirectly.

Sworn before me at the City of North York in the Municipality of Metropolitan Toronto this day of 19 89

A Commissioner for taking Affidavits, etc. (signature) Walter J. Tkach

Property Information Record

A. Describe nature of instrument: Easement
B. (i) Address of property being conveyed (if available) N/A

(ii) Assessment Roll No. (if available) N/A

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) P.O. Box 650, Scarborough, Ontario M1K 5E3

D. (i) Registration number for last conveyance of property being conveyed (if available) N/A

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known [X]

E. Name(s) and address(es) of each transferee's solicitor

Aird & Berlis
Barristers & Solicitors
145 King Street West
15th Floor
Toronto, Ontario
M5H 2J3

For Land Registry Office use only

REGISTRATION NO.

Land Registry Office No.

Registration Date

1. Where any transferee (other than a joint tenant) is taking less than the whole interest in the property being acquired, then the percentage ownership of each such transferee must be clearly indicated beside his/her respective name.

2. (i) It should be noted that if all *deponents* are not entitled to mark the same square in paragraph 1 of the Affidavit, then more than one Affidavit will be required. Only those deponents who are entitled to mark the same square in paragraph 1 may swear the same Affidavit.

(ii) This Affidavit is required to be made by each transferee named in the conveyance, by each person in trust for whom the land conveyed in the conveyance described is being conveyed and by each trustee named in the conveyance to whom the land is conveyed.

(iii) However, any of the transferees may have the Affidavit made on his behalf by an agent authorized in writing to make the Affidavit or by his solicitor. (See clause (d) of paragraph 1 of Affidavit.)

(iv) The Affidavit for a transferee that is a corporation may be made by its President, Vice-President, Manager, Secretary, Director or Treasurer. (See clause (e) of paragraph 1 of Affidavit.)

(v) Where transferees are married to each other, either spouse may make the Affidavit on behalf of him/herself and the other. (See clause (f) of paragraph 1 of Affidavit.)

3. Extract of clause 1(1)(ja) of the Act:

(ja) "single family residence" means,

- (i) a unit or proposed unit under the Condominium Act, or
- (ii) a structure or part of a structure,

that is designed for occupation as the residence of one family, including dependants or domestic employees of a member of the family, whether or not rent is paid for the occupation of any part of such residence, and whether or not the land on which the residence is situated is zoned for residential use, and "single family residence" includes any such residence that is to be constructed as part of the arrangement relating to a conveyance of land, but does not include any such residence constructed or to be constructed on agricultural land where the transferor with respect to the land conveyed meets the eligibility requirements for a farm tax reduction rebate contained in clause 4(b) or (c) of Ontario Regulation 716/83 made under the Ministry of Agriculture and Food Act.

4. **Note:** Subsection 1(3) provides, *inter alia*, that an individual shall be considered to be "ordinarily resident in Canada" if, at the time the expression is being applied, he has sojourned in Canada during the next preceding twenty-four months for a period of, or periods the aggregate of which is 366 days or more.

Extract of clauses 1(1)(f) and (g) of the Act:

(f) "non-resident corporation" means a corporation incorporated, formed or otherwise organized in Canada or elsewhere,

(i) that has allotted and issued shares to which are attached 50 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation and that are owned by one or more non-resident persons, but this subclause does not apply where it is established to the satisfaction of the Minister that such one or more non-resident persons do not in fact directly or indirectly exercise control over the corporation and that subclause (v) does not apply to the corporation,

(ii) that has allotted and issued shares to which are attached 25 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation and that are owned by any one non-resident person or by that person and one or more persons who are associates of that person and who are themselves non-resident persons, but this subclause does not apply where it is established to the satisfaction of the Minister that such non-resident person does not in fact directly or indirectly exercise control over

the corporation and that subclause (v) does not apply to the corporation,

(iii) one-half or more of the directors of which, or of the persons occupying the position of director by whatever name called, are individuals who are non-resident persons,

(iv) without share capital and one-half or more of the members of which are non-resident persons,

(v) that is controlled directly or indirectly by one or more non-resident persons, including a non-resident corporation within the definition contained in the provisions of this clause other than this subclause,

(vi) one-quarter or more of the paid-up capital of which is held by a non-resident person or by that person and one or more persons who are associates of that person and who are themselves non-resident persons,

(vii) one-half or more of the paid-up capital of which is held by one or more non-resident persons,

(viii) that would be required on dissolving, winding up, or any other distribution that is not a dividend, to distribute one-quarter or more of its surplus to a non-resident person or to that person and one or more persons who are associates of that person and who are themselves non-resident persons, or

(ix) that would be required on dissolving, winding up, or any other distribution of surplus that is not a dividend, to distribute one-half or more of its surplus to one or more non-resident persons.

(g) "non-resident person" means,

(i) an individual who is not ordinarily resident in Canada or who, if ordinarily resident in Canada, is neither a Canadian citizen nor an individual who has been lawfully admitted to Canada for permanent residence in Canada,

(ii) a partnership, syndicate, association or other organization of whatsoever kind of which one-half or more of the members are non-resident persons within the meaning of subclause (i), (iii) or (iv) or in which interests representing in value 50 per cent or more of the total value of the property of such partnership, syndicate, association or other organization are beneficially owned by non-resident persons within the meaning of subclause (i), (iii) or (iv),

(iii) a trust in which non-resident persons within the meaning of subclause (i), (ii) or (iv) have 50 per cent or more of the beneficial interests in the corpus of the trust or in the income arising therefrom, and "trust" includes the trustees under such a trust in their capacity as the trustees thereof, or

(iv) a non-resident corporation.

5. Insert the name and place of residence - or in the case of a corporation, the place of incorporation - of any transferee who is a non-resident person. If space is insufficient, attach a list of those transferees who are non-resident persons. If none of the transferees is non-resident, insert 'none'.

Note: Where the person named in the instrument as grantee is taking title on behalf of another person(s), the residency status to be recited must be that of the person or persons who are the beneficial owners of the land - not that of the grantee named in the instrument. This applies regardless of whether the trustee or nominee capacity of the grantee named in the instrument is indicated on the instrument.

6. Explain purpose of transfer: natural love and affection, pursuant to court order, separation agreement, etc.

7. Insert mailing address(es) where municipal assessment notices for property being conveyed are to be forwarded after closing of this transaction.

NOTE: IN ADDITION TO ATTACHING THIS AFFIDAVIT TO THE CONVEYANCE TENDERED FOR REGISTRATION, ONE UNATTACHED, COMPLETED COPY MUST BE TENDERED TO THE LAND REGISTRAR AT THE TIME OF REGISTRATION.