



Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 3 pages

Property

(3) Property Identifier(s)

Block

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

(5) Description

This is a: Property Division ☐

Property Consolidation ☐

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

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

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

(7) Interest/Estate Transferred
~~Free-Strips~~ 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 TOWN
OF PELHAM

Signature(s)
PER: *M. Collins*
Mayor - Mardi Collins

Date of Signature
Y M D
1989 11 06

PER: *Murray Hackett*
Clerk - Murray Hackett

1989 11 06

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

Date of Signature
Y M D

(10) Transferor(s) Address
for Service

P. O. Box 400, Fonthill, Ontario, L0S 1E0

(11) Transferee(s)

BELL CANADA

PER:

Kenneth Mark Moore

Kenneth Mark Moore

Date of Birth
Y M D
89 10 06

PER:

(12) Transferee(s) Address
for Service

F6, 66 Bay Street South, Hamilton, Ontario, L8N 3H2

(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

Date of Signature
Y M D

Signature. 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.

Attest Statement by
Solicitor for Transferee(s)
Here if necessary

Name and
Address of
Solicitor

(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.

(15) Assessment Roll Number
of Property

Sub. Map. Mun. Cty. Par.

not assessed

Fees and Tax

Registration Fee

Land Transfer Tax

(17) Document Prepared by:

R. BRUCE SMITH

BROOKS, MACFARLANE & BIELBY

BARRISTERS & SOLICITORS

76 DIVISION STREET

WELLAND, ONTARIO

L3B 5N9

(16) Municipal Address of Property

Quaker Road
Fonthill, Ontario

Total

Additional Property Identifier(s) and/or Other Information

“WHEREAS the Transferee is the owner in fee simple of those lands and premises (hereinafter called the Transferee's lands) being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto, Municipality of Metropolitan Toronto.”

THE TRANSFEROR grants to the transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, the free, uninterrupted and unobstructed right and easement in perpetuity over those lands described in the transfer of easement to which these provisions are a schedule, hereinafter called “the Transferor's lands”.

1. TO ENTER on and construct, repair, replace, operate, maintain, renew and make additions to telephone and telecommunications facilities (forming part of its continuous lines between the Transferee's lands and other lands), including all necessary poles, cables and wires (both buried and aerial), conduits, conduit structures, markers, fixtures, and equipment and all appurtenances thereto as the Transferee may from time to time or at any time hereafter deem requisite upon, over, under, along and across the Transferor's lands for the purpose of furnishing telecommunications service to the premises of the Transferor and to the premises of the Transferee's customers from time to time on lands adjoining or on other lands; together with the right of free unimpeded access to the Transferee, its agents, contractors, workmen, vehicles, supplies and equipment 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 Transferor's lands from the highways or lands abutting thereon to and from the places where any of the said telecommunications facilities or any part or parts thereof are to be constructed, repaired, replaced, operated and maintained;

2. TO ATTACH other wires, cables, equipment and accessories and to permit the attachment of the wires, cables, equipment and accessories of any other company or commission for the purpose only of supplying a service;

3. TO TRIM, fell and remove any trees and brush along the said lands so as to keep the aerial wires and cables clear at least two feet;

4. TO ERECT and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires.

THE TRANSFEROR shall have the right to fully use and enjoy the Transferor's lands except as may be necessary for any of the purposes hereby granted to the Transferee provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected upon, over, in, under and across the Transferor's lands any pit, well, foundation, pavement, building or other structure or installation.

THE TRANSFEEE covenants and agrees with the Transferor that it shall be responsible for any damage caused by its agents or employees to the property of the Transferor and shall as far as possible replace at its own cost any soil or turf removed in connection with any of the work above referred to.

NOTWITHSTANDING any rule of law or equity and even though any of the Transferee's telecommunication facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AND THE Mortgagee in Mortgage/Charge Number _____, in consideration of the sum of - One Dollar - (\$1.00) the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting hereto and agrees to the easement and right-of-way hereby granted and covenants that the Transferee shall have quiet possession of the rights, privileges and easements hereby granted.

THE MORTGAGEE certifies that the Mortgagee is at least eighteen years old.

Mortgagee (name) _____

Per _____

Date of Signature _____

• Y • M • D •

Per _____

Date of Signature _____

• Y • M • D •

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration

Refer to all instructions on reverse side.

BC 8-66
(86 08)
Bell
(Amended Aug. 1, 1986)

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lot 1, Concession 10 in the Town of Pelham, formerly the Township of Pelham, in the Regional Municipality of Niagara and being designated as Parts 1 and 2 on 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) Bell Canada

1. (see instruction 2 and print name(s) in full) Joseph G. Fillo

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)) BELL CANADA

☒ (e) ~~THE TRANSFERRED ESTATE~~ (insert name(s) of principal(s)) described in paragraph(s) 1, (c) above; (strike out references to inapplicable paragraphs) ~~STEWART & STEWART, Manager, STEWART & STEWART, authorized to act for~~ Bell Canada

☐ (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)(a) 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)

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)

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

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

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

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

7. Other remarks and explanations, if necessary.

TRANSFER OF EASEMENT FOR A UTILITY LINE AS DEFINED IN THE ONTARIO ENERGY BOARD ACT

Sworn before me at the City of Hamilton
in the Region of Hamilton-Wentworth
this 17th day of October 1989

K. M. MOORE, a Commissioner,
etc. ~~Province of Ontario~~ in
etc. Province of Ontario,
for Bell Canada.
Expiry February 14, 1992

A Commissioner for taking Affidavits, etc.

Property Information Record

- A. Describe nature of instrument: Grant of 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)

- 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 ☐

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

K.M. Moore
Manager Right of Way
F4, 66 Bay St. S.
Hamilton, Ontario
L8N 3H2

For Land Registry Office use only

REGISTRATION NO.
Land Registry Office No.
Registration Date