

Transfer/Deed to Land

Form 1 — Land Registration Reform Act, 1984

FOR OFFICE USE ONLY									
(1) Registry ☒ Land Titles ☐ Page 1 of 2 pages (3) Property Identifier(s) Block Property (4) Consideration Two-----xx/100 Dollars\$ 2.00 (5) Description This is a: Property Division ☐ Property Consolidation ☐ Part of Lot 3, Concession 9, Township of Pelham, Town of Pelham, Regional Municipality of Niagara, being described as Parts 3 and 4, Plan 59R-6845. (6) This Document Contains (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒ (7) Interest/Easement 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 we are spouses of each other. Name(s) Signature(s) Date of Signature Y M D MANS, John 1990 05 14 MANS, Geraldine 1990 05 14 (9) Spouse(s) of Transferor(s) I hereby consent to this transaction Signature(s) Date of Signature Y M D (10) Transferor(s) Address for Service 1088 Quaker Road, Fonthill, Ontario L0S 1E0 THE CORPORATION OF THE TOWN OF PELHAM (11) Transferee(s) Date of Birth Y M D (12) Transferee(s) Address for Service 20 Pelham Town Square, Fonthill, Ontario LOS 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. 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. (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 City. Mun. Map Sub. Par. not assigned Fees and Tax Registration Fee Land Transfer Tax Total (16) Municipal Address of Property n/s Welland Road Fonthill, Ontario LOS 1E0 (17) Document Prepared by: Glynn R. Green, Q.C. Barrister & Solicitor 136 East Main Street Welland, Ontario L3B 5R3									

EASEMENT AGREEMENT

THIS AGREEMENT MADE this day of 1990,
and authorized by By-Law number of the Town of
Pelham.

BETWEEN:

JOHN MANS and GERALDINE MANS

HEREINAFTER called the "TRANSFEROR"
OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM

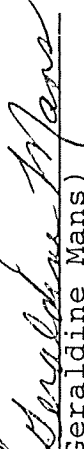
HEREINAFTER called the "TRANSFeree"
OF THE SECOND PART

WITNESSETH that in consideration of the sum of One
(\$1.00) Dollar now paid by the Transferee to the Transferors,
receipt of which is hereby acknowledged, the Transferors
transfer to the Transferee its successors and assigns an
easement and the rights associated therewith, the terms
of which are set out in Schedule "A" hereto, on and under
the lands described in Schedule "B" hereto.

The easement herein is declared to be appurtenant
to and for the benefit of the lands of the Transferee more
particularly described in Schedule "C"

IN WITNESSETH WHEREOF JOHN MANS and GERALDINE MANS
have hereunto set their hands and seals, this 14th day
of MAY 1990.


(John Mans)


(Geraldine Mans)

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF
PELHAM has hereunto affixed its corporate seal duly attested
to by the hands of its proper officers in its behalf, this
day of 1990.

THE CORPORATION OF THE
TOWN OF PELHAM

PER: 
Mayor

PER: 
Clerk

SCHEDULE "A"

PERMANENT EASEMENT FOR STORM SEWER PURPOSES

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a storm sewer 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 in Schedule "B" hereto annexed, together with a 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 in Schedule "B" hereto annexed.

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

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

TEMPORARY EASEMENT FOR WATER LINE

2. Until the first day of January, 1995, to enter on and construct, repair, replace, operate and maintain a water line and all appurtenances thereto, as The Corporation of the Town of Pelham may from time to time or at any time during the term hereof deem requisite under, along and across the lands described in Schedule "B" hereto annexed, together with the right of free and unimpeded access to The Corporation of the Town of Pelham, its workman, contractors and agents, supplies and 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 in Schedule "B" hereto annexed.

Provided that the Transferors shall not, during the term hereof without the prior consent of The Corporation of the Town of Pelham, excavate, fill, drill or install or erect any buildings or structures of any kind in or upon that part of the said lands used or occupied by The Corporation of the Town of Pelham for the purposes of the aforesaid water line, 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 Transferors, their 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 Transferors;

(b) To indemnify and save the Transferors harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid water line or other works on or from the lands described in Schedule "B";

(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. Any maintenance or construction work shall be carried on by The Corporation of the Town of Pelham with all reasonable dispatch.

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

SCHEDULE "B"

PERMANENT EASEMENT FOR STORM SEWER

In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 3, Concession 9, Township of Pelham, now Town of Pelham, Regional Municipality of Niagara, designated as Part 4, Plan 59R-6845.

TEMPORARY EASEMENT FOR WATER LINE

In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 3, Concession 9, Township of Pelham, now Town of Pelham, Regional Municipality of Niagara, designated as Part 3, Plan 59R-6845.

S C H E D U L E

" C "

The land to be benefited is Welland Road in the Town of Pelham in the Regional Municipality of Niagara registered in the Registry Office (No. 59) Land Titles Division of Niagara South at Welland and being Plan 59R-6845.