

FOR OFFICE USE ONLY	LT 117213 CERTIFICATE OF RECEIPT RECEPTE NIAGARA SOUTH/SUD(59)WELLAND '97 06 4 15 27 New Property Identifier	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
		(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>
		(4) Consideration TWO----- Dollars \$ 2.00	
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Blocks 47, 48, 50, 51, 52, 53, and 54 Section 59M-189 in the Town of Pelham in the Regional Municipality of Niagara being Part of Parcels 12-1, 13-1, 19-1, 25-1, 28-1, 29-1 and 46-1, Section 59M-189	
		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) FONTHILL DOWNS LIMITED Signature(s) <i>Edwin Kunda</i> Date of Signature Y 1997 M 05 D 07 Edwin Kunda - Pres. Sec. - Treas. I have authority to bind the Corporation			
(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 P.O. Box 522, Fonthill, Ont. L0S 1E0			
(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, 20 Pelham Town Square, Fonthill, Ont. L0S 1E0			
FOR OFFICE USE ONLY	(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Signature. Date of Signature Y M D Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act 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 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. 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		
	(15) Assessment Roll Number of Property City. Mun. Map Sub. Par. not assigned		
(16) Municipal Address of Property n/a		(17) Document Prepared by: Daniel, Wilson Barristers and Solicitors 39 Queen St., P. O. Box 24022 St.Catharines, Ont. L2R 7P7 File No. 1417CRW	
FOR OFFICE USE ONLY		Fees and Tax Registration Fee Land Transfer Tax Total	

Additional Property Identifier(s) and/or Other Information

WHEREAS the Easement was authorized by By-law No. 1358(1990) of The Corporation of the Town of Pelham.

1. 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 to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a storm sewer and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipments which the Transferee may deem necessary or convenient thereto, in, on, under and through the lands described herein (called "the Easement Lands") for the servants, agents, contractors and workmen of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyment of the easement hereby granted.

2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris, and as far as practicable restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto.

3. The Transferor shall have the right to use and enjoy the surface of the lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the land clear of all buildings, structures, fences, brush, trees and other obstructions as may be necessary for the use of the easement and the Transferor shall not excavate, alter the grading, drill or install thereon any pit, well, foundation or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder. The Transferee shall have the right to remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the lands and remove any obstruction therefrom.

4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the lands.

5. The easement herein is declared to be appurtenant to and for the benefit of the lands of the Transferee.

6. The Transferor hereby agrees 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 effect or impair the validity of all other provisions.



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7. The Transferee further covenants that it will at all times hereafter save harmless and keep indemnified the Transferor from all claims, costs, and damages which may be incurred by reason of any entry made upon or works performed on the lands subject to the terms of this Agreement.

8. The Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.