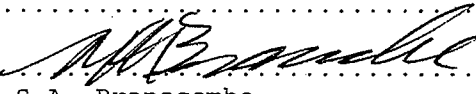


FOR OFFICE USE ONLY	<div>LT 073404</div> <div>CERTIFICATE OF RECEIPT REGISTRATION (59)WELLAND</div> <div>'90 07 30 14 -- 53</div> <div>REGISTRAR</div>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
		(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>
		(4) Consideration 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-185 Being part of Lot 13 Plan 59M-185 in the Town of Pelham, in the Regional Municipality of Niagara (see attached schedule)	
		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 Easement Easements
(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) RIVER REALTY DEVELOPMENT (1976) INC.		Signature(s)  S.A. Branscombe President	Date of Signature Y M D 1990 07 12
(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 576, Niagara Falls, Ontario L2E 6V2			
(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, Fonthill, Ontario L0S 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.			
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
Planning Act — OPTIONAL Affix Statement by Solicitor for Transferee(s) here if necessary	(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 Assigned
(16) Municipal Address of Property NOT ASSIGNED		(17) Document Prepared by: RIVER REALTY DEVELOPMENT (1976) INC. P.O. Box 576 Niagara Falls, Ontario L2E 6V2	
FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee	
		Land Transfer Tax	
		Total	

Additional Property Identifier(s) and/or Other Information

ADDITIONAL DESCRIPTION

The Part of Lot 13 according to Plan 59M-185 shown as a reference plan deposited in the Land Registry Office South (No. 59), at Welland, as Plan 59R-7209 designated as:

Part 1 being a portion of said Lot 13

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 appurtenances 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 other persons 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.

Date of Signature

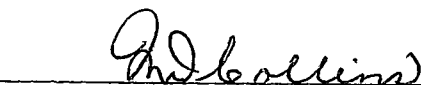

Y	M	D
1990	07	12


S.A. Branscombe
President

Date of Signature

Y	M	D
1990	07	18

THE CORPORATION OF THE TOWN OF PELHAM


Mayor

Clerk

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: Rolling Meadows Boulevard, as shown on a plan registered in the Land Registry Office, Land Titles Division, of Niagara South (No.59), at Welland, as Plan 59M- 185.

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) PART OF LOT 13 PLAN 59M-185, designated as Part 1 on Plan 59R-7209, in the Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) RIVER REALTY DEVELOPMENT (1976) INC.

TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAM

I, (see instruction 2 and print name(s) in full) MURRAY HACKETT

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)) _____

☒ (e) The Clerk described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
THE CORPORATION OF THE TOWN OF PELHAM 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.
 - ☐ does not contain a single family residence.
 - ☐ contains more than two single family residences. (see instruction 3)
- 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:

(a) Monies paid or to be paid in cash	\$ 1.00	
(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))	\$ 1.00	\$ 1.00
(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	\$ 1.00	

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable.

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

6. If the consideration is nominal, is the land subject to any encumbrance? No

7. Other remarks and explanations, if necessary. Conveyance of easements. No consideration passing whatsoever.

Sworn before me at the Town of Pelham
in the Regional Municipality of Niagara
this 18TH day of July 19 90

A Commissioner for taking Affidavits, etc.

Jack Bernatch
Property Information Record

Murray Hackett
signature(s)

- A. Describe nature of instrument: Transfer of Easements
- 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) The Corporation of the Town of Pelham
P.O. Box 400, Fonthill, Ontario L0S 1E0
- 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
Geoffrey Brooks
76 Division Street
Welland, Ontario
L3B 5N9

For Land Registry Office use only	
REGISTRATION NO.	
Land Registry Office No.	
Registration Date	