

Province
of
Ontario

Transfer/Deed of Land

Form 1 — 'Land Registration Reform Act, 1984

A

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 7 pages

(3) Property Identifier(s) Block Property

Additional:
See
Schedule ☐

(4) Consideration

ONE----- Dollars \$1.00

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

Part of

Parcel 3-6, Section 59-Pelham-9, Part of Lot 3,
Concession 9, Township of Pelham, Town of Pelham,
Regional Municipality of Niagara, being described
as Parts 2 and 3, Plan 59R-7158.

LAND REGISTRATION RECEIPT

CERTIFICATE OF RECEIPT
RECEIVED
NIGARA SOUTH, 509 (59) WELLAND

06 07 17 14 20

073170

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 Fee-Simple Easement ☒ Other ☒

(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)

Date of Signature
Y M D

1990 07 12

S.A. Branscombe
President

(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

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

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

Planning Act — OPTIONAL

Atlix 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

Date of Signature
Y M D

(15) Assessment Roll Number of Property

Par.

Sub.

Map

Cty.

Mun.

Not assigned

Fees and Tax

(16) Municipal Address of Property

n/s Welland Road
Fonthill, Ontario
LOS 1E0

RIVER REALTY DEVELOPMENT (1976) INC

P.O. Box 576

Niagara Falls, Ontario

L2E 6V2

Registration Fee

Land Transfer Tax

Total

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

EASEMENT AGREEMENT

THIS AGREEMENT made this 12th day of July 1990, and authorized by By-law number 1369 of the Town of Pelham.

BETWEEN:

RIVER REALTY DEVELOPMENT (1976) INC.

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 Transferor receipt of which is hereby acknowledged, the Transferor 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 RIVER REALTY DEVELOPMENT (1976) INC. affixed its corporate seal only attested to by the hands of its proper officer in its behalf this 12th day of July, 1990.

RIVER REALTY DEVELOPMENT (1976) INC.

Per: 

S.A. Branscombe, President

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 16TH day of JULY, 1990.

THE CORPORATION OF THE TOWN OF PELHAM

Per: 

Mayor

Per: 

Clerk

Additional Property Identifier(s) and/or Other Information

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 Transferor 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 Transferor, 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 Transferor;
- (b) To indemnify and save the Transferor 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.



Additional Property Identifier(s) and/or Other Information

TEMPORARY EASEMENT FOR WATER LINE

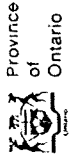
2. Until the first day of January, 1995, to enter on and construct, repair, replace, operate and maintain a waterline and all appurtenances thereto, as The Corporation of the Town of Pelham may from time to time or at any time during the term hereof deem requisite under, along and across the lands described 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 Transferor 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 Transferor;
- (b) To indemnify and save the Transferor harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid waterline 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

Form 5 — Land Registration Reform Act, 1984

Page 5

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Additional Property Identifier(s) and/or Other Information

SCHEDULE "B"

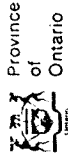
PERMANENT EASEMENT FOR STORM SEWER

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 2, Plan 59R-7158.

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-7158.

FOR OFFICE
USE ONLY



Schedule

Form 5 — Land Registration Reform Act, 1984

S

Additional Property Identifier(s) and/or Other Information

SCHEDULE "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-7158.

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 3, CONCESSION 9, DESCRIBED AS PARTS 2
3 ON 59R-7158, TOWN OF PELHAM IN THE 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

1. (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)(ia) 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
☐ does not contain a single family residence. contains at least one and not more than two single family residences.
☐ 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) 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
(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

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 19 day of July 19 90

A Commissioner for taking Affidavits, etc.

Property Information Record

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