

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

A

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property

Additional:
See
Schedule ☐

(4) Consideration

One - - - - - Dollars \$ 1.00 - - - -

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

Part of Lot 21, Plan 717,
Town of Pelham,
Regional Municipality of Niagara
and being designated as Part 1 on Reference
Plan 59R-7490

FOR OFFICE USE ONLY

New Property
Identifiers

11 14
03 13

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒ (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 I am a spouse. The person consenting below is my spouse.

Name(s) LANE, Doris
Signature(s) *Doris Lane* Date of Signature Y M D 90 12 12

NIAGARA CREDIT UNION LIMITED

Signature(s) *SEAN G. JACKSON* Date of Signature Y M D 90 01 03
I have the authority to bind the corporation.
JOHN M. SHAVER 1991 01 03

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction
Name(s) LANE, Frank
Signature(s) *Frank Lane* Date of Signature Y M D 90 12 12

(10) Transferor(s) Address for Service 1 College Street, Fonthill, Ontario L0S 1E0

(11) Transferee(s) HENNIG, Timothy John
VOLK, Ann Marie
Date of Birth Y M D 1954 03 24
1960 09 11

As Joint Tenants

(12) Transferee(s) Address for Service 4 Shorthill Place, 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.
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.
Date of Signature Y M D

Name and Address of Solicitor
Signature: _____ Date of Signature Y M D

Planning Act — OPTIONAL

(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

(15) Assessment Roll Number of Property City Mun Map Sub Par not assigned

(16) Municipal Address of Property 1 College Street
Fonthill, Ontario
L0S 1E0

(17) Document Prepared by: SIMON & ANTHONY
Barristers & Solicitors
1450 Pelham Street
P.O. Box 743
Fonthill, Ontario
L0S 1E0

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

Additional Property Identifier(s) and/or Other Information

TRANSFERORS: Doris Lane
Niagara Credit Union Limited

TRANSFEREES: Timothy John Hennig and Ann Marie Volk

DESCRIPTION: Town of Pelham, Regional Municipality of Niagara, being Part of
Lot 21, Plan 717 and designated as PART 1 on Reference Plan
59R- 7490

FORM 2

THE PLANNING ACT

CERTIFICATE OF SECRETARY - TREASURER

Under subsection 52(21) of the PLANNING ACT 1983, I certify
that the consent of the Land Division Committee for the Regional

Municipality of Niagara was given on February 4, 1991

to the transaction to which this instrument relates.

Kenny E. Stuebel
SECRETARY - TREASURER

Dated this 8th day of March 19 91

Filed 13 46/91

WHEREAS the Transferees Timothy John Hennig and Ann Marie Volk (hereinafter called the Transferees) are the owners in fee simple of those lands and premises (hereinafter called the Transferees' lands) being composed of Lot 24, Plan 717, in the Town of Pelham, in the Regional Municipality of Niagara.

WHEREAS the Transferor, Niagara Credit Union Limited is the registered owner of the lands described in Schedule "A", ("Niagara Credit Union Limited Lands") and is the owner of an easement shown as Part 1 on 59R-4082;

AND WHEREAS the Transferor, Doris Lane, is the registered owner of the lands and premises described in Schedule "B" ("Lanes Lands");

THE TRANSFERORS, Doris Lane and Niagara Credit Union Limited grant to the Transferees Timothy John Hennig and Ann Marie Volk, their successors and assigns to be used and enjoyed as appurtenant to the Transferees 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 Transferors' land.

1. The Transferor, Doris Lane, grants, conveys, and transfers to the Transferees, the right, licence, privilege and easement to use the Easement Lands for a right-of-way and easement on, over, under and through the Easement lands for the construction, operation, maintenance, replacement, and reconstruction of a 12" buried storm sewer pipe for the drainage and transmission of surface water from the Transferees Lands, into the existing 12" buried storm sewer pipe, together with a right of ingress and egress to and from the same for their servants and agents for the purpose necessary or incidental to the use and enjoyment of the rights granted herein.

2. The Transferees agree that upon completion of the initial instalment of the storm sewer pipe, the land shall be returned as nearly as possible to its state prior to the commencement of the installation of the storm sewer pipe.

3. The Transferees shall be entitled to repair or replace the storm sewer pipe providing they exercise reasonable care in carrying out any required excavating or drilling and provided further that the lands are returned to their state immediately prior to the commencement of such repairs or replacement.

4. The Transferees agree to indemnify and save harmless the Transferors Niagara Credit Union Limited and Doris Lane from any damage which may occur due to any negligent act or acts or omissions of the Transferees or their servants, agents or workmen.

5. The parties hereto acknowledge that this Agreement creates an interest in the Easement Lands, only if the provisions of The Planning Act of Ontario and any amendments thereto ("the Act"), are complied with. This Agreement is conditional upon the Transferees obtaining the appropriate consent pursuant to the Act.

6. The Transferors Niagara Credit Union Limited and Doris Lane hereby authorize and appoint the Transferees as their agents for the purposes of applying to the Land Division Committee for the necessary consent to give effect to this Agreement and Doris Lane hereby consents to the registration of this Agreement in the Land Registry Office.

7. All costs associated with any applications to the Land Division Committee including the costs of any survey, shall be at the expense of the Transferees.

8. The Transferor Niagara Credit Union Limited consents to the Transferees entering into this Agreement with the Transferor Doris Lane and hereby consents to the registration of this Agreement in the Land Registry Office.

9. Frank Lane hereby consents to this transaction.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns.

SCHEDULE "A"

The following is a description of the lands and premises
owned by Niagara Credit Union Limited

TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA,
(formerly in the Village of Fonthill, in the County of
Welland) being composed of Lot No. 22 and Lot No. 23, on the
east side of South Pelham Street, according to Registered
Plan No. 25 for the Village of Fonthill, now known as Plan
No. 717.

SCHEDULE B

The following is a description of the lands and premises owned by Doris Lane.

IN THE TOWN OF PELHAM, IN THE REGIONAL MUNICIPALITY OF NIAGARA (formerly in the Village of Fonthill, in the County of Welland) and being composed of the westerly portion of Lot No. 21, on the North side of College Street, as shown on Registered Plan No. 25, now known as Plan No. 717, of the said Town of Pelham, being designated at Part 1 on 59R-6275

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 21 on 548-7490 Plan 717
TOWN OF PELHAM being Part 1

BY (print names of all transferees in full) UNION Limited LANE, Doris AND Niagara Credit

TO (see instruction 1 and print names of all transferees in full) HENNICK Timothy JOHN AND ANNE
MAIRIE VOK AS Joint tenants

1. (see instruction 2 and print name(s) in full) TILLIC, Attorney

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)) HENNICK Timothy JOHN AND VOK VOK JOHN MAIRIE)

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

☐ (f) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

☐ (g) A transferee described in paragraph (a), (b), (c) above: (strike out references to inapplicable paragraphs)

☐ (h) A transferee described in paragraph (a), (b) or (c) above: (strike out references to inapplicable paragraphs)

☐ (i) A transferee described in paragraph (a), (b) or (c) above: (strike out references to inapplicable paragraphs)

☐ (j) A transferee described in paragraph (a), (b) or (c) above: (strike out references to inapplicable paragraphs)

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)(j) 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) \$ _____

(ii) Given back to vendor \$ _____

(c) Property transferred in exchange (detail below) \$ _____

(d) Securities transferred to the value of (detail below) \$ _____

(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ _____

(f) Other valuable consideration subject to land transfer tax (detail below) \$ _____

(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 (detail 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) Other consideration for transaction not included in (g) or (h) above \$ _____

(j) TOTAL CONSIDERATION \$ 1,00 \$ 1,00

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) THIS IS the conveyance of an easement for NO consideration.

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

7. Other remarks and explanations, if necessary. _____

Sworn before me at the TOWN of Pelham in the Regional Municipality of Niagara this 13th day of March 1991

Shirley A. Miller Deputy Clerk } Signature(s)

A Commissioner taking Affidavits, etc. _____

Property Information Record

A. Describe nature of instrument: _____

B. (i) Address of property being conveyed (if available) _____

(ii) Assessment Roll No. (if available) _____

(iii) Assessment Roll No. (if available) _____

C. Waiting 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) _____

(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 _____

REGISTRATION NO. _____ For Land Registry Office use only

Land Registry Office No. _____

Registration Date _____