

CERTIFICATE OF RECEIPT  
RECEPTE  
AGRA SOUTH/SUD (C) WELAND

'92 03 13 15 -- 45

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry

Land Titles

(2) Page 1 of 5 pages

(3) Property Identifier(s)

Block

Property

Additional:  
See  
Schedule

(4) Consideration

n/a

Dollars \$

(5) Description

This is a:

Property Division

Property Consolidation

Part of Parcel 19-1 Section 59M-128,  
being part of Block 19 on Plan 59M-128, in  
the Town of Pelham, in the Regional Municipality  
of Niagara, and designated as PART 2 ON REFERENCE  
PLAN 59R-7678.

(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

Name(s)  
KENMORE HOMES (1987) INC.

Signature(s)

Howard Crawford Signing Officer

Date of Signature  
Y M D  
1991 08 13

(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 333, St. Catharines, Ontario L2R 6T7

(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 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

Date of Signature  
Y M D

Signature

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

(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

Date of Signature  
Y M D

Signature

(15) Assessment Roll Number of Property

Cty.

Mun.

Map

Sub.

Par.

n/a

not assigned

(16) Municipal Address of Property

n/a

(17) Document Prepared by:

FORSTER, LEWANDOWSKI & CORDS  
Barristers & Solicitors  
82 Lake Street P.O.Box 1180  
St. Catharines, Ontario L2R 7A7

Fees and Tax

Registration Fee

Land Transfer Tax

Total

WATERMAIN EASEMENT AGREEMENT

THIS AGREEMENT made this       day of       , and authorized  
by By-Law No. 1423(1991) of the Town of Pelham.

BETWEEN:                               KENMORE HOMES (1987) INC.  
Hereinafter called the "Transferor"  
of the First Part

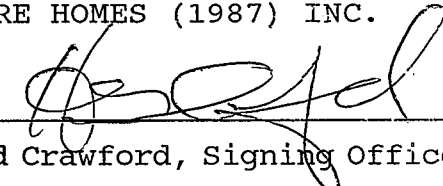
- and -

THE CORPORATION OF THE TOWN OF PELHAM  
Hereinafter called the "Transferee"  
of the Second Part

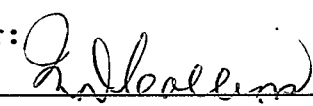
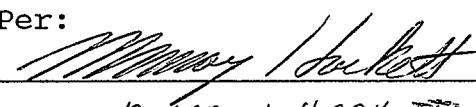
WITNESSETH that in consideration of the sum of One (\$1.00) dollar  
now paid by the Transferee to the Transferor receipt of which is  
hereby acknowledged, the Transferor transfer to the Transferee its  
successors and assigns an easement and the rights associated  
therewith, the terms of which are 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 as described in Schedule "B"  
hereto.

IN WITNESS WHEREOF KENMORE HOMES (1987) INC. affixed its corporate  
seal only attested to by the hands of its proper officer in its  
behalf this    9    day of *March* , 1992 .

KENMORE HOMES (1987) INC.  
Per:   
Howard Crawford, Signing Officer

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 9 day of *March* ,  
1992 .

THE CORPORATION OF THE  
TOWN OF PELHAM  
Per:   
MAYOR - M.D. COLLINS  
Per:   
CLERK - MURRAY HACKETT

## Additional Property Identifier(s) and/or Other Information

WATERMAIN EASEMENT AGREEMENT

KENMORE HOMES (1987) INC. hereby transfers to The Corporation of The Town of Pelham, its successors and assigns as easement and rights, the terms of which are hereinafter set out, on and under the lands described in Box (5) of Page 1 of this Transfer.

The easement herein is declared to be appurtenant to and for the benefit of the lands of the Transferors, more particularly described in Schedule B.

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a watermain 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 Box (5) of Page 1, together with the 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 time 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 Box (5) of Page 1.

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 watermain, 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, its 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 watermain or other works on or from the lands described in Box (5) of Page 1.
- (c) In the event of construction or maintenance work being carried on the 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.
- (d) The Corporation of The Town of Pelham hereby grants to the Transferor, its successors and assigns, the right to connect to the within watermain that is laid down on the easement, subject to such connection being done to the approval of the Engineering Department for the Town of Pelham at a location along the easement to be approved by such Engineering Department.

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



# Schedule "B"

Form 5 — Land Registration Reform Act, 1984

Page 34

**S**

## Additional Property Identifier(s) and/or Other Information

The lands to be benefited is WELLAND ROAD, as shown on Plan 59M-128, 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 being part of Parcel Streets-1, Section 59M-128.

Affidavit of Residence and of Value of the Consideration  
Form 1 - Land Transfer Tax Act

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land)

Part of Block 19 Plan 59M-128, Town of Pelham, being PART 2 on 59R-7678

Regional Municipality of Niagara

BY (print names of all transferors in full)

KENMORE HOMES (1987) 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)

ROGER LEWANDOWSKI

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))

The Corporation of the Town of Pelham

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

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

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (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 \$400,000).

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 \$400,000 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 n/a

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

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

(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)) \$ nil \$ nil

(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 \$ nil

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

Grantee to a Municipality

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

7. Other remarks and explanations, if necessary. This Instrument conveys only an easement in favour of a Municipality, and the total consideration therefore is as set out above.

Sworn before me at the City of St. Catharines

in the Regional Municipality of Niagara

this 10 day of March 19 92

CAROL ANN MILLWARD, a Commissioner, etc.,  
Regional Municipality of Niagara, for  
Forster, Lewandowski & Cords, Barristers & Solicitors.  
Expires February 7, 1994

A Commissioner for taking Affidavits, etc.

signature(s)

Property Information Record

A. Describe nature of instrument: Transfer of Easement

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) 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

FORSTER, LEWANDOWSKI & CORDS

Barristers & Solicitors

82 Lake Street P.O.Box 1180

School Tax Support (Voluntary Election) See reverse for explanation St. Catharines, Ontario L2R 7A7

(a) Are all individual transferees Roman Catholic? Yes ☐ No ☐

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐

(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐

(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).