THIS INDENTURE made in duplicate the

day of

A.D.1972

BETWEEN:

DONALD R. MASON, of the City of Welland, in the Regional Municipality of Niagara,

hereinafter called the "PARTY"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM, in the Regional Municipality of

Niagara,

hereinafter called the "MUNICIPALITY"

OF THE SECOND PART

WHEREAS the Party of the First Part did on or about the 6th day of November, 1967 offer to purchase approximately one-third acre of land in Part Lot 161, of the then Township of Thorold for the sum of \$450.00 at a tax sale held by the Municipality for the purpose of disposing of tax sale lands pursuant to the Provisions of the Assessment Act

AND WHEREAS the said Party of the First Part did, at that time, pay to the Treasurer of the Township of Thorold the sum of \$450.00 and did receive a Treasurer's Certificate of Sale addressed to D.R. Mason (in trust) in which it was stated that a conveyance would be delivered after the expiration of one year from the date of the sale if the said lands have not been previously redeemed in accordance with the said Assessment Act

AND WHEREAS no conveyance has ever been delivered to the said D.R. Mason, in trust, due to difficulties in obtaining an accurate description of the subject lands and differences between the said D.R. Mason and the then Township of Thorold with respect to the responsibility for the payment of the surveyors costs

AND WHEREAS part of the Township of Thorold in which the subject lands are said to be situate became part of the Town of Pelham on the first day of January, 1970 by virtue of the Regional Municipality of Niagara Act 1968-69

AND WHEREAS the said lands have been assessed for taxes since 1967 and there are now substantial tax arrears assessed against the said lands

AND WHEREAS it has been agreed between the Parties that the Municipality will refund to the Party of the First Part the amount of the purchase price (\$450.00) without interest and will withdraw any and all claims for tax arrears against the said Party of the First Part and release the said Party of the First Part from all claims for arrears of taxes, survey or otherwise against the said Party and the said lands in return for the consideration.

 causes of action, suits, debts, duties, accounts, covenants, contracts, claims, and demands whatsoever which against the said Township of Thorold, and against the said Town of Pelham as successor to the Township of Thorold, the said Donald R. Mason either personally or as trustee ever had, now has, or which his heirs, executors, administrators, assigns or any of them, hereafter can, shall or may have for or by reason of any cause, matter or things whatsoever existing up to the present time with respect to that part of Lot 161, former Township of Thorold, now in the Town of Pelham mentioned in the Treasurer's Certificate of Sale dated November 6th, 1967 and more particularly identified as on Schedule "A" attached hereto and forming part of this Release

AND WITNESSETH FURTHER that the Town of Pelham in consideration of the terms, covenants and conditions set out in this Agreement and the execution of this Release by the Party of the First Part doth hereby demise, release and forever discharge Donald R. Mason personally and D.R.Mason, as Trustee, his heirs, executors, administrators of and from all manner of actions, claims and demands whatsoever and more particularly claims for arrears of taxes and survey costs attached to the lands and premises described in Schedule "A" hereto which have been assessed, and/or incurred against the said lands or paid by a said Municipality or any other demands whatsoever the Municipality may have for, or any reason, cause, matter of things whatsoever existing at the present time.

IN WITNESS WHEREOF the said Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

In the Presence of

Donald R. Mason, personally

D.R. MASON, as Trustee

THE CORPORATION OF THE TOWN OF PELHAM

M. Clemey

Schedule "A"

All And Singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Thorold, now Town of Pelham in the Regional Municipality of Niagara, formerly County of Welland, and being composed of Part of Lot 161 in the said Township containing by admeasurement an area of 0.265 of an acre more or less, shown outlined in red on the whiteprint of the Plan of Survey dated February 27, 1968 signed by Thomas G. Cahill, O.L.S. and attached hereto, and which said parcel or tract of land may be more particularly described as follows:

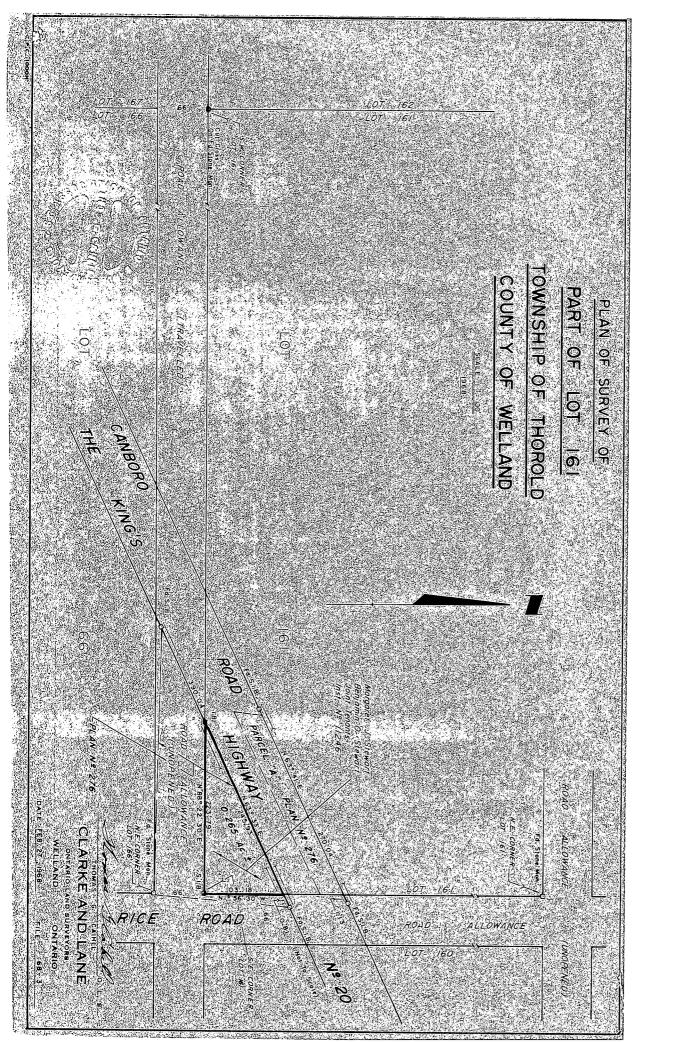
PREMISING that the northerly limit of the Canboro Road being also The King's Highway No. 20 has an astronomical bearing of N 63° 41' E. according to Parcel "A" on a plan registered in the Registry Office for the Registry Division of the said County as No. 276 and relating all bearings herein thereto;

<u>COMMENCING</u> where a standard iron bar has been planted defining the southeast corner of the said Lot;

THENCE N 1° 56' 30" W in the easterly limit of the said Lot 103.18 feet to the southerly limit of the said Canboro Road as shown on said Plan No. 276;

THENCE S 63° 33' W in the last mentioned woutherly limit 245.93 feet to a survey post planted therein at the intersection thereof with the southerly limit of the said Lot;

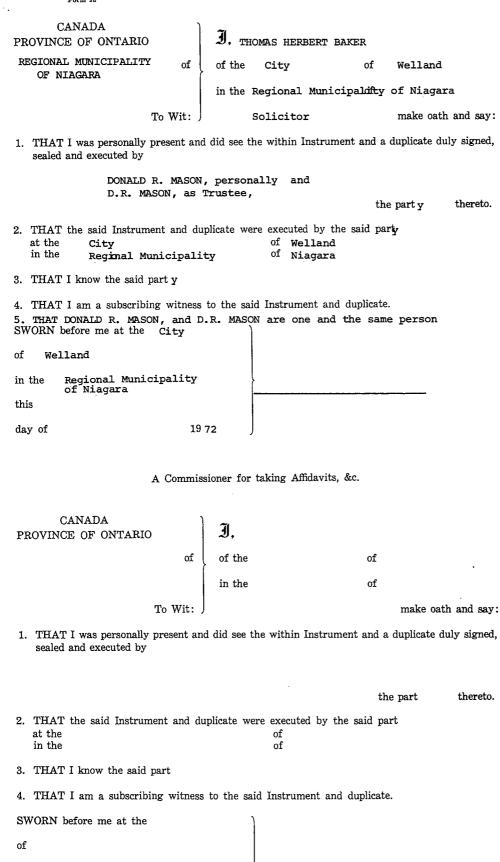
THENCE N 88° 22' 30" E in the last mentioned southerly limit 223.79 feet to the Point of Commencement.



Affidavit as to Tegal Age and Marital Status

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MUNICIPALITY	PROVINCE OF ONTARIO COLUMN XX.OF REGIONAL OF NIAGARA OF WITH TO WITH THE MENT OF WELLAND OF NIAGARA TO WITH DONALD R. MASON City of Welland in the Regional Municipal Matty of Niagara
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If Attorney see footnote.	
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	in the Regional Municipality of Niagara
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	A Commissioner for taking Affidavits, etc.
	NOTE: If Attorney, substitute in space provided, "I am Attorney for
	Affidavit as to Legal Age and Marital Status
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	in the within instrument named, make oath and say that at the time of the execution of the within instrument,
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If Attorney see footnote.	
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	who also executed the within instrument of the full age of twenty-one years
	3. I was legally married to the person named therein as my wife/husband;
	4. I was unmarried/divorced/widower.
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	A Commissioner for taking Affidavits, etc.

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