

FOR OFFICE USE ONLY	LT 105431		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 8 pages		
	CERTIFICATE OF RECEIPT RECEPTE NIAGRA SOUTH/SUD(33)WELLAND		(3) Property Identifier(s) Block Property		Additional: See Schedule <input type="checkbox"/>		
	'95 07 13 11 47		(4) Consideration Pursuant to Subdivision Agreement		-----ONE-----Dollars \$1.00		
	New Property Identifiers		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>		Part of Parcel Plan -1, Section 59M-218 being Part of Lots 11 and 12, Plan 59M-218 designated as Parts 2 and 3 on Plan 59R-9225 Town of Pelham, Regional Municipality of Niagara, more particularly described in Schedule "B".		
	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 checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		(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)		Signature(s)		Date of Signature Y M D			
LANDCO. DEVELOPMENTS LTD.		JACK BERKHOUT - PRESIDENT		1995 07 07			
(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 205-72 East Main Street, Welland, Ontario, L3B 3W3							
(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 50 of the Planning Act.							
Signature		Date of Signature Y M D		Signature		Date of Signature Y M D	
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act 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 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. 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							
Cty.		Mun.	Map	Sub.	Par.		
(16) Municipal Address of Property Not assigned							
(17) Document Prepared by: R. Bruce Smith Brooks, Bielby & Smith Barristers and Solicitors 247 East Main Street, Box 67 Welland, Ontario L3B 5N9							
Fees and Tax							
Registration Fee							
Land Transfer Tax							
Total							

SANITARY SEWER EASEMENT

THIS AGREEMENT made this 10th day of July,
1995 and authorized by By-law 1717(1995) of the Corporation of the
Town of Pelham.

B E T W E E N:

LANDCO DEVELOPMENTS LTD.

Hereinafter called the

"Transferor"
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the

"Transferee"
OF THE SECOND PART

- AND -

CANADIAN IMPERIAL BANK OF COMMERCE

Hereinafter called the

"Chargee"
OF THE THIRD PART

WITNESSETH that in consideration of the sum of
ONE DOLLAR (\$1.00) now paid by the Transferee to the Transferor,
the receipt and sufficiency of which is hereby acknowledged, the
Transferor transfers to the Transferee, its successors and
assigns an easement and rights, the terms of which are set out
in Schedule "A" hereto on and under the lands described in
Schedule "B" hereto.

The easement is herein declared to be appurtenant
to and for the benefit of the lands of the Transferee more
particularly described in Schedule "C".

The burden and benefit of this easement shall run
with the land and shall extend to, be binding on and enure to
the benefit of the parties hereto and their respective
successors and assigns.

The Chargee hereby consents to the registration
of this easement agreement and postpones and subordinates its
charge to the easement herein created and transferred.

IN WITNESS WHEREOF the parties hereto have set

their hands and seals or affixed their corporate seals under the hands of its proper officers in that regard.

SIGNED, SEALED AND DELIVERED) LANDCO DEVELOPMENTS LTD.

)

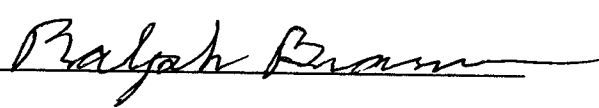
) PER: 

) JACK BERKHOUT - PRESIDENT.

) THE CORPORATION OF THE TOWN

) OF PELHAM

)

) PER: 

) Ralph Beamer - MAYOR

)

) PER: 

) Murray Hackett - CLERK

)

) CANADIAN IMPERIAL BANK OF

) COMMERCE

)

) PER:  June 27, 1995

) GLENN E. TURNBULL

) ASSISTANT GENERAL MANAGER

) WE HAVE AUTHORITY TO

) BIND THE CORPORATION

) PER: _____

SCHEDULE "A"

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a sanitary sewer system and all appurtenances thereto, as the Transferee 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 the right of free and unimpeded access under, along and across the lands described in Schedule "B" to the Transferee, 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 Transferee, 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 Transferee for the purposes of the sanitary sewer system, nor permit the same to be done by any other person or corporation.

The Transferee covenants and agrees with the Transferor, its successors and assigns that the Transferee 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) In the event of construction or maintenance work being carried on by the Transferee on the lands covered by the easement, the Transferee 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 Transferee with all reasonable dispatch.

- (c) The Transferee hereby grants to the Transferor, its successors and assigns, the right to connect to the sanitary sewer system that is laid down on the easement, subject to such connection being done to the approval of the engineering department for the Transferee at a location along the easement to be approved by such engineering department.

SCHEDULE "B"

Part of Parcel Plan -1

Section 59M-218

being Part of Lot 11, Plan 59M-218

designated as Parts 2 on Plan 59R-9225, and

Part of Lot 12, Plan 59M-218

designated as Part 3 on Plan 59R-9225,

Town of Pelham, Regional Municipality of Niagara.

SCHEDULE "C"

Those public highways in the Town of Pelham, in the Regional Municipality of Niagara known as Beckett Crescent and Darby Lane, all as shown on Plan 59M-218.

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 Parcel Plan -1, Section 59M-218 being Part of Lots 11 and 12, Plan 59M-218, designated as Parts 2 and 3 on Plan 59R-9225, Town of Pelham, Regional Municipality of Niagara.

BY (print names of all transferors in full) LANDCO DEVELOPMENTS LTD.

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) R. BRUCE SMITH

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~~ solicitor acting in this transaction for (insert name(s) of principal(s)) THE CORPORATION OF THE TOWN OF PELHAM

☐ described in paragraph(s) ~~(XXXX)~~, (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

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) Transfer of Easement pursuant to Subdivision Agreement

6. If the consideration is nominal, is the land subject to any encumbrance? _____

7. Other remarks and explanations, if necessary. None

Sworn before me at the City of Welland,
in the Regional Municipality of Niagara,
this 13th day of JULY

Eleanor Ruth Boudreau
A Commissioner for taking Affidavits, etc.

Eleanor Ruth Boudreau, a Commis-
sioner, etc., Regional Municipality of
Niagara, for Brooks, Macfarlane, Bielby
& Smith, Barristers and Solicitors.
Expires October 24, 1997.

[Signature]
signature(s)

Property Information Record

- A. Describe nature of instrument: Transfer of Easement
B. (i) Address of property being conveyed (if available) not assessed
(ii) Assessment Roll No. (if available) not assessed
C. Mailing 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
R. Bruce Smith, Brooks, Bielby & Smith, Barristers and Solicitors, 247 East Main Street, Welland, Ontario, L3B 5N9

For Land Registry Office Use Only

Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (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).