



# Transfer/Deed of Land

Form 1 — Land Registration Reform Act

**A**

LT 105432

CERTIFICATE OF RECEIPT  
RECEPTE  
NIAGRA SOUTH/SUD(ON)WELLAND

'95 07 13 11 47

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 8 pages

(3) Property  
Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Consideration

Pursuant to Subdivision Agreement

-----ONE----- Dollars \$1.00

(5) Description

This is a:

Property

Division ☐

Property

Consolidation ☐

Part of Parcel Plan -1, Section 59M-218  
being Part of Lots 4, 17, 18, 23, 24, 29, 30,  
44, 45, 50, 51 and 57, designated as  
Parts 1 and 4-14 inclusive on Plan 59R-  
Town of Pelham, Regional Municipality of  
Niagara, more particularly described in  
Schedule "B".

(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)

LANDCO DEVELOPMENTS LTD.

Signature(s)

PER:

JACK BERKHOUT - PRESIDENT

Date of Signature  
Y M D

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.

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 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.

Date of Signature  
Y M D

Name and  
Address of  
Solicitor

Signature

(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

Date of Signature  
Y M D

Signature

(15) Assessment Roll Number  
of Property

Cty.

Mun.

Map

Sub.

Par.

Fees and Tax

Registration Fee

Land Transfer Tax

Total

(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

STORM 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.

)

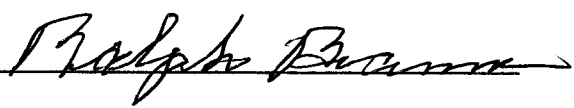
) PER: 

) JACK BERKHOUT - PRESIDENT

) THE CORPORATION OF THE TOWN

) OF PELHAM

)

) PER: 

) Ralph Beamer - MAYOR

)

) PER: 

) Murray Hackett - CLERK

)

) CANADIAN IMPERIAL BANK OF

) COMMERCE

)

) PER: 

) GLENN E. TURNBULL  
ASSISTANT GENERAL MANAGER

*June 27, 1995*

) 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 storm 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 storm 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 storm 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 4, Plan 59M-218  
designated as Part 1 on Plan 59R-9225 ,  
Part of Lot 17, Plan 59M-218  
designated as Part 4 on Plan 59R-4225 ,  
Part of Lot 18, Plan 59M-218  
designated as Part 5 on Plan 59R-9225 ,  
Part of Lot 23, Plan 59M-218  
designated as Part 6 on Plan 59R-9225 ,  
Part of Lot 24, Plan 59M-218  
designated as Part 7 on Plan 59R-9225 ,  
Part of Lot 29, Plan 59M-218  
designated as Part 8 on Plan 59R-9225 ,  
Part of Lot 30, Plan 59M-218  
designated as Part 9 on Plan 59R-9225 ,  
Part of Lot 44, Plan 59M-218  
designated as Part 10 on Plan 59R-9225 ,  
Part of Lot 45, Plan 59M-218  
designated as Part 11 on Plan 59R-9225 ,  
Part of Lot 50, Plan 59M-218  
designated as Part 12 on Plan 59R-9225 ,  
Part of Lot 51, Plan 59M-218  
designated as Part 13 on Plan 59R-9225, and  
Part of Lot 57, Plan 59M-218  
designated as Part 14 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.

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 4, 17, 18, 23, 24, 29, 30, 44, 45, 50, 51 and 57, designated as Parts 1 and 4-14 inclusive of Plan 59R-9225, Town of Pelham, Reg. Mun. 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	\$ <u>1.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ <u>nil</u>	
(b) Mortgages (ii) Given back to vendor	\$ <u>nil</u>	
(c) Property transferred in exchange (detail below)	\$ <u>nil</u>	
(d) Securities transferred to the value of (detail below)	\$ <u>nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ <u>nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ <u>nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ <u>1.00</u>	\$ <u>1.00</u>
(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)	\$ <u>nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$ <u>nil</u>	
(j) TOTAL CONSIDERATION	\$ <u>1.00</u>	

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 1995

Eleanor Ruth Boudreau  
A Commissioner for taking Affidavits, etc.

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

[Signature]  
signature(s)

Property Information Record	For Land Registry Office Use Only
A. Describe nature of instrument: <u>Transfer of Easement</u>	Registration No.
B. (i) Address of property being conveyed (if available) <u>not assessed</u>	
(ii) Assessment Roll No. (if available) <u>not assessed</u>	
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) _____	Registration Date
	Land Registry Office No.
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 <input type="checkbox"/> No <input type="checkbox"/> Not known <input checked="" type="checkbox"/>	
E. Name(s) and address(es) of each transferee's solicitor <u>R. Bruce Smith, Brooks, Bielby &amp; Smith, Barristers and Solicitors, 247 East Main Street, Welland, Ontario, L3B 5N9</u>	