

Transfer/Deed of Land

Form 1 — Land Registration Reform Act

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FOR OFFICE USE ONLY	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 45 pages			
	(3) Property Identifier(s)		Block	Property		
	(4) Consideration PURSUANT TO A SUBDIVISION AGREEMENT AND THE SUM OF TWO DOLLARS Dollars \$ 2.00					
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part of Parcel 14-3 Section 59M-703 Part of Lot 14, Plan 703 designated as Part 1 on Plan 59R-9216 Town of Pelham Regional Municipality of Niagara formerly the Township of Pelham					
New Property Identifiers		Additional: See Schedule <input type="checkbox"/>		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 type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	
(7) Interest/Estate Transferred		Fee Simple		STORM SEWER 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		
1108963 ONTARIO CORP.		Per: Daniel W. Glassman, President		1995 08 17		
"We have authority to bind the Corporation."		Per: Jerome Fishman, Secretary		1995 08 17		
(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 c/o Rick Hesp Barrister & Solicitor 5 Race Street, St. Catharines, Ontario L2R 3M1						
(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		
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		Signature		
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						
NOT ASSESSED						
(16) Municipal Address of Property						
CANBORO ROAD Pelham, Ontario						
(17) Document Prepared by:						
REID, McNAUGHTON Barristers & Solicitors 63 Ontario Street, Box 577 St. Catharines, Ontario L2R 6W8						
JJZ:tn						
Fees and Tax						
Registration Fee						
Land Transfer Tax						
Total						

WHEREAS the Easement was authorized by By-Law No.
of The Corporation of the Town of Pelham.

1. The Transferor grants to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the transferee's lands, the free, uninterrupted and unobstructed right and easement in perpetuity to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a storm sewer and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipments which the Transferee may deem necessary or convenient thereto, in, on, under and through the lands described herein (called "the Easement Lands") for the servants, agents, contractors and workmen of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyment of the easement hereby granted.

2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris, and as far as practicable restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto.

3. The Transferor shall have the right to use and enjoy the surface of the lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the land clear of all buildings, structures, fences, brush, trees and other obstructions as may be necessary for the use of the easement and the Transferor shall not excavate, alter the grading, drill or install thereon any pit, well, foundation or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder. The Transferee shall have the right to remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the lands and remove any obstruction therefrom.

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4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the lands.

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

6. The Transferor hereby agrees that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not effect or impair the validity of all other provisions.

7. The Transferee further covenants that it will at all times hereafter save harmless and keep indemnified the Transferor from all claims, costs, and damages which may be incurred by reason of any entry made upon or works performed on the lands subject to the terms of this Agreement.

8. _____, the registered owner of a mortgage/charge registered as Instrument No. _____ in the Land Registry Office of the Town of Pelham hereby consents to the registration of the within grant of easement in favour of The Corporation of the Town of Pelham and postpones and subordinates the said mortgage/charge against the right and easement herein created and granted.

9. The Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

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SCHEDULE "A"

DOMINANT TENEMENT

In the Town of Pelham, in the Regional Municipality of Niagara
and known as:

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