

LT 107243

CERTIFICATE OF RECEIPT
RECEIVED
NIAGARA SOUTH/CITY OF NIAGARA

95 10 31 13 13

New Property Identifiers

REGISTRAR/REGISTRAR

Executions

Additional:
See
Schedule

Additional:
See
Schedule

(1) Registry

Land Titles

(2) Page 1 of 9 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule

(4) Consideration

PURSUANT TO A SUBDIVISION AGREEMENT AND
THE SUM OF TWO DOLLARS

Dollars \$ 2.00

(5) Description

This is a: Property Division

Property Consolidation

Part of ~~Parcel 37-1 and 38-1~~ Plan-1, Section 59M-220
being part of Lots 37 and 38, Plan 59M-220
designated as 4 and 5 on Plan 59R-9302
for the Town of Pelham, Regional Municipality of
Niagara

(6) This Document Contains

(a) Redescription
New Easement
Plan/Sketch

(b) Schedule for:

Description

Additional Parties

Other

(7) Interest/Estate Transferred

Fee Simple

SANITARY 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)

729 CANBORO ROAD PROPERTY INC.

"We have authority to bind the Corporation."

Signature(s)

Per:

Sabatino Pique (President)

Date of Signature

1995 10 25

Per:

Dino DiCenzo (Secretary)

1995 10 25

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Signature(s)

Date of Signature

(10) Transferor(s) Address for Service

c/o Reid McNaughton Barristers & Solicitors

63 Ontario Street, Box 577, St. Catharines, Ontario L2R 6W8

(11) Transferee(s)

THE CORPORATION OF THE TOWN OF PELHAM

Date of Birth

(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

Date of Signature

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.

Name and Address of Solicitor

Date of Signature

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

Signature

(15) Assessment Roll Number of Property

NOT ASSESSED

(16) Municipal Address of Property

Not Assigned

(17) Document Prepared by:

REID, MCNAUGHTON
Barristers & Solicitors
63 Ontario Street, Box 577
St. Catharines, Ontario
L2R 6W8

JUZ:tn

Fees and Tax

Registration Fee
Land Transfer Tax

Total



Schedule

Form 5 — Land Registration Reform Act

S

Page _____

Additional Property Identifier(s) and/or Other Information

Page 2

PARTIES (Interest and Status)

Signature

Date of
Signature

BOUWERS, Frank

Frank Bouwers

1995 09 26

BOUWERS, Mary
(Mortgagees in
Instrument No. 576433)

Mary Bouwers

1995 09 26

KOZAR, Steve

1995 09

DINO'S T.V. LIMITED

Per: _____

1995 09

Dino DiCienzo
(Secretary)
(I have authority to
bind the Corporation)

APARTMENT CENTRE
(NIAGARA REGION) INC.

Per: _____

1995 09

Sabatino Pingue Jr.
(President)

Per: _____

Sabatino Pingue
(Chairman of the Board)

1995 09

(Mortgagees in
Instrument No. LT-104212)

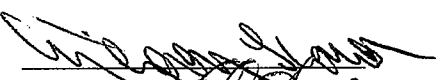

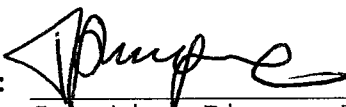
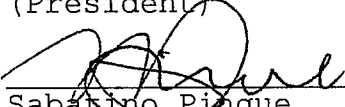
Canadian Imperial
Bank of Commerce
(Chargee in
Instrument No. LT-105283)

Per: _____

1995 09

Additional Property Identifier(s) and/or Other Information

Page ~~2~~

<u>PARTIES (Interest and Status)</u>	<u>Signature</u>	<u>Date of Signature</u>
BOUWERS, Frank	_____	1995 09
BOUWERS, Mary (Mortgagees in Instrument No. 576433)	_____	1995 09
KOZAR, Steve		1995 09 10/25
DINO'S T.V. LIMITED	Per:  Dino DiCienzo (President) (I have authority to bind the Corporation)	1995 09 10/25
APARTMENT CENTRE (NIAGARA REGION) INC.	Per:  Sabatino Pingue Jr. (President)	1995 09 10 25
	Per:  Sabatino Pingue (Chairman of the Board)	1995 09 10 25
(Mortgagees in Instrument No. LT-104212)		
Canadian Imperial Bank of Commerce (Chargee in Instrument No. LT-105283)	Per: _____	1995 09

Additional Property Identifier(s) and/or Other Information

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<u>PARTIES (Interest and Status)</u>	<u>Signature</u>	<u>Date of Signature</u>
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BOUWERS, Frank	_____	1995 09
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BOUWERS, Mary (Mortgagees in Instrument No. 576433)	_____	1995 09
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KOZAR, Steve	_____	1995 09
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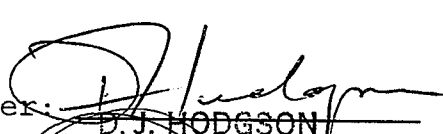
DINO'S T.V. LIMITED	Per: _____ Dino DiCienzo (Secretary) (I have authority to bind the Corporation)	1995 09
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APARTMENT CENTRE (NIAGARA REGION) INC.	Per: _____ Sabatino Pingue Jr. (President)	1995 09
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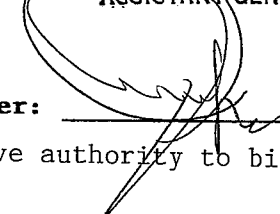
	Per: _____ Sabatino Pingue (Chairman of the Board)	1995 09
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(Mortgagees in
Instrument No. LT-104212)

Canadian Imperial
Bank of Commerce
(Chargee in
Instrument No. LT-105283)

Per: 
D.J. HODGSON
ASSISTANT GENERAL MANAGER

1995 10 10

Per: 
We have authority to bind the bank

Jim Antonio
General Manager

1995 10 10

Additional Property Identifier(s) and/or Other Information

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WHEREAS the Easement was authorized by By-Law No. 1725(1988) 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 in 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.

Additional Property Identifier(s) and/or Other Information

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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. Frank Bouwers and Mary Bouwers Mortgagees of a Charge/Mortgage registered as Instrument No. 576433 in the Land Registry Office for the Town of Pelham, Steve Kozar, Dino's T.V. Limited and Apartment Centre (Niagara Region) Inc. Mortgagees of a Charge/Mortgage registered as Instrument No. LT-104212 in the Land Registry Office for the Town of Pelham and Canadian Imperial Bank of Commerce Chargee of a Mortgage/Charge registered as Instrument No. LT-105283 in the Land Registry Office for the Town of Pelham hereby consent to the registration of the within Grant of Easement in favour of The Corporation of the Town of Pelham and postpone and subordinate the said mortgages/charges against the right and easement herein created and granted.
9. This Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.



Schedule

Form 5 — Land Registration Reform Act

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Additional Property Identifier(s) and/or Other Information

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SCHEDULE

DESCRIPTION

^{Plan-1}
Part of Parcel ~~37-1 and 38-1~~, Section 59M-220, being
Part of Lots 37 and 38, Plan 59M-220, designated as Parts
4 and 5 on Plan 59R-9302, for the Town of Pelham, Regional
Municipality of Niagara



Schedule

Form 5 — Land Registration Reform Act

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Additional Property Identifier(s) and/or Other Information

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SCHEDULE "A"

DOMINANT TENEMENT

In the Town of Pelham, in the Regional Municipality of Niagara
~~and known as~~ ^{being} these public highways known as Ker Crescent,
Sandra Drive, Alsop Avenue and ^{Cherry} Ridge Boulevard

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (Insert brief description of land) Part of Parcels 37 and 38, Section 59M-220 designated as Parts 4 and 5 on Plan 59R-9302, Town of Pelham,
Regional Municipality of Niagara

BY (print names of all transferors in full) 729 CANBORO ROAD PROPERTY 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) 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) ~~XXXXXX~~, (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)(j) 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? YES

7. Other remarks and explanations, if necessary. NONE

Sworn before me at the City of Welland,
in the Regional Municipality of Niagara,
this 31st day of October 19 95

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

- 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, Messrs. Brooks, Bielby & Smith, Barristers & 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 ☐