

697620

CERTIFICATE OF REGISTRATION  
CERTIFICAT D'ENREGISTREMENT  
NIAGARA SOUTH/SUD(59)WELLA

'95 11 14 11 56

New Property Identifiers

*affirming*

Additional:  
See  
Schedule ☐

Executions  
LAND REGISTRAR/REGISTRAR

Additional:  
See  
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 6 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 Lot 6, Plan No. 703, north side of East Canboro Street  
designated as PART 3 on Plan 59R-9151,  
and Part of Lot 7, Plan No. 703, north side of East Canboro Street  
designated as PART 4 on Plan 59R-9151,  
in the Town of Pelham,  
in the 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

~~XXXXXXXXXX~~

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 I am a spouse. ~~The property transferred in not ordinarily occupied by me and my spouse. The property transferred is not my family residence.~~

The person consenting below is my spouse.

Name(s)

HOPE, Kenneth

Signature(s)

*K.D. Hope*

Date of Signature  
Y M D  
1995 07 05

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

Name(s)

HOPE, Joanna

Signature(s)

*Joanna Hope*

Date of Signature  
Y M D  
1995 07 05

(10) Transferor(s) Address for Service

767 Canboro Rd., Fenwick, Ontario L0S 1C0

(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, ON 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.  
NOT ASSESSED

(16) Municipal Address of Property

CANBORO ROAD  
Pelham, Ontario

(17) Document Prepared by:

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

JJZ:jm

Fees and Tax

Registration Fee

Land Transfer Tax

Total

Additional Property Identifier(s) and/or Other Information

WHEREAS the Easement was authorized by By-Law No. 1725(1995) 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 ~~reasonably~~ <sup>to</sup> enter, survey, lay, construct, operate, use, inspect, ~~remove~~ <sup>maintain</sup>, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a sanitary sewer and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto, in, on, under and through the lands described in Schedule "A" attached hereto (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.

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.



Additional Property Identifier(s) and/or Other Information

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 "B" 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 Number \_\_\_\_\_ in the Land Registry Office of the City of Welland 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. This Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

10. The Transferor, in consideration of granting of this Easement, reserves the right to connect to the sanitary services as may be laid down pursuant to this Agreement at any point as approved by the local municipal authorities in the event that the Transferor impelments future RV1-Zone development on the subject property.

11. It is acknowledged by the Transferee that the existence of the parking lot and driveway located on the subject property does not obstruct the exercise and enjoyment of its rights herein. The Transferor reserves the right to maintain or improve said driveway and parking lot.

The Transferee acknowledges that the parking lot and driveway are used by the Transferor in conjunction with a business office and the Transferee shall make every effort to provide the Transferor with notice of entry upon the said lands at the Transferors business and home addresses and in the case of the present Transferor the Transferee acknowledges having receipt of said addresses.

*10/15/87 [Signature]*



# Schedule

Form 5 — Land Registration Reform Act

S

Page 4

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

DESCRIPTION

In the Town of Pelham, in the Regional Municipality of  
Niagara, and being composed of:

Part of Lot 6, Plan 703, designated as PART 3 on Plan 59R-  
9151 and Part of Lot 7, Plan 703, designated as PART 4 on Plan  
59R-9151.



# Schedule

Form 5 — Land Registration Reform Act

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Additional Property Identifier(s) and/or Other Information

SCHEDULE "B"

DOMINANT TENEMENT

In the Town of Pelham, in the Regional Municipality of Niagara

and ~~known~~ as: being those 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 Lots 6 and 7, Plan 703, A Town  
of Pelham, Regional Municipality of Niagara, designated as Parts 3 and 4 on  
Plan 59R-9151

BY (print names of all transferors in full) KENNETH HOPE

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) ~~XXXXX~~ (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? \_\_\_\_\_

7. Other remarks and explanations, if necessary. NONE

Sworn before me at the City of Welland,  
in the Regional Municipality of Niagara,  
this 7th day of November, 1996

Eleanor Boudreau  
A Commissioner for taking Affidavits, etc.

Eleanor 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, 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 ☐