

LT 106857

CERTIFICATE OF RECEIPT  
RECEIVED  
NIAGARA SOUTH (COUNTY) DISTRICT

'95 10 4 11 38

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 5 pages

(3) Property Identifier(s)

Block

Property

Additional:  
See  
Schedule

(4) Consideration

ONE-----GIVEN PURSUANT TO A  
SUBDIVISION AGREEMENT--- Dollars \$1.00

(5) Description This is a:

Property ☐  
Division ☐

Property ☐  
Consolidation ☐

Part of Parcel ~~25-1 and 26-1~~, Section 59M-22,  
being part of Lots 25 and 26 on Plan 59M-22,  
designated as parts 5 and 6 on reference plan  
59R-9329 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

Easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee

Name(s)

CANBERRA FIVE PROPERTIES LTD.

Signature(s)

*Nicola Basciano*

Date of Signature  
Y M D

1995 08 22

I have the authority to bind the

Nicola Basciano

Company

President

(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

12-261 Martindale Road, St. Catharines, Ontario L2W 1A2

(11) Transferee(s)

THE  
CORPORATION OF THE TOWN OF PELHAM

Date of Birth  
Y M D

(12) Transferee(s) Address for Service

Box 400, Pelham Municipal Building, 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

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.

Name and Address of Solicitor

Date of Signature  
Y M D

Y M D

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

Y M D

Signature

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

not assessed

(16) Municipal Address of Property

multiple  
Pelham, Ontario

(17) Document Prepared by:  
David I. Shapiro

DANIEL, WILSON

P.O.Box 24022, 39 Queen St  
St. Catharines, Ontario  
L2R 7P7

Fees and Tax

Registration Fee

Land Transfer Tax

Total

SCHEDULE

Form 5 - Land Registration Reform Act, 1984

Additional Property Identifier(s) and/or Other Information

6(a) DESCRIPTION

Part of Parcel <sup>Plan</sup> 25-1, Section 59M-221 being part of Lot 25, Plan 59M-221  
designated as part 5 on reference plan 59R-9329

Part of Parcel <sup>Plan</sup> 26-1, Section 59M-221 being part of Lot 26, Plan 59M-221  
designated as part 6 on reference plan 59R-9329

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## SCHEDULE

Form 5 - Land Registration Reform Act, 1984

Additional Property Identifier(s) and/or Other Information

WHEREAS the easement was authorized by By-Law No. 1740 (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 enter, survey, lay, construct, operate, use, inspect, remove, 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 Box 5 of the Transfer/Deed (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 Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the Easement Lands 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 Easement 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 Easement 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 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, 1984**

**Additional Property Identifier(s) and/or Other Information**

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Those public Highways in the Town of Pelham, Regional Municipality  
of Niagara known as Concord Street, as shown on Plan 59M- 221

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Parcel Plan-1 being Parts 5 and 6 on Plan 59R-9329, Town of Pelham,  
Section 59M-221 being Parts 5 and 6 on Plan 59R-9329, Regional Municipality of NiagaraBY (print names of all transferors in full) CANBERRA FIVE PROPERTIES LTD.TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAMI, (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 ~~XXXXX~~ 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)(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? NONE

7. Other remarks and explanations, if necessary. NONE

Sworn before me at the City of Welland,  
in the Regional Municipality of Niagara,  
this 2nd day of September, 1995.

A Commissioner for taking Affidavits, etc.

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 ☐
- NOTE: As to (a) and (b) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).