Transfer/Deed of Land of Ontario Land Registration Reform Act 695906 (1) Registry 🔀 Land Titles (2) Page 1 of Property Identifier(s) Block Property Additional: CERTIFICATE OF REGISTRATION Schedule CERTIFICAT D'EN LEGISTREMENT (4) Consideration NIAGARA SOUTH/SUB(59) WELLAND TWO----Dollars \$2.00 OFFICE USE ONLY '95 10 <u>11</u> 13 (5) Description Property Division Property Consolidation part of Lots 5 and 6 on the North side of East Canboro Street, D. D'Everardo's unregistered Plan of Fonthill, now known as Plan 716, Town of Pelham, Regional Municipality of Niagara, designated as Part 2, New Property Identifiers LAND REGISTRAR/REGISTE Àdditional: See Schedule on Reference Plan 59R-9336. Executions Additional: See Schedule This Document (6) (a) Redescription (b) Schedule for: (7) Interest/Estate Transferred New Easement Additional Parties Fee Simple Contains Plan/Sketch  $\mathbf{X}$ Description X Other X 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 is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence. Date of Signature Y M D Name(s) Signature(s 1995 | 10 | 10 TAYLOR, Tia... (9) Spouse(s) of Transferor(s) I hereby consent to this transaction Date of Signature Y M D Signature(s) (10) Transferor(s) Address 77 Canboro Road for Service Fonthill, Ontario LOS 1E5 (11) Transferee(s) Date of Birth KLOETSTRA CONSTRUCTION MANAGEMENT LIMITED (12) Transferee(s) Address R. R. #2 for Service Vanessa, Ontario NOE 1V0 (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 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

Š	belief	f, this transfer does not contra	avene that section. I am	ection. I am an Ontario solicitor in good standing.  Signature			Date of Signature	
- OPTI	Addr Solic	e and ress of citor			Signature		Y   M   D	
DUILUE TO COntravention as set out in subclause 50 (22) (c) (ii) of the Flancing Act. I act independently of does not contravene section 50 of the Planning Act. I act independently of Name and Address of Solicitor		of the Planning Act and that to a ently of the solicitor for the transfe	d and to abutting land where relevant and I am satisfied that the title records e Planning Act and that to the best of my knowledge and belief this transfer of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.  Date of Signature  Signature.					
(1	5) As	ssessment Roll Number	Cty. Mun. Map S	ub. Par.	not separately	Fees	and Tax	

or Floberty	ļ	İ
(16) Municipal Address of Property		$\neg$
Highway 20 East		
Fonthill, Ontario		
LOS 1EO		1

(17) Document Prepared by: TREPANIER, HAGEY, KNEALE & WIACEK, 63 Charlotte Street Brantford, Ontario N3T 5M3 JWW.

assessed

Total	
and Transfer Tax	
Registration Fee	

OFFI

#### Schedule

Form 5 — Land Registration Reform Act

Additional Property Identifier(s) and/or Other Information

TRANSFEROR:

TIA TAYLOR

TRANSFEREE:

KLOETSTRA CONSTRUCTION MANAGEMENT LIMITED

**DESCRIPTION:** 

part of Lots 5 and 6 on the North side of

East Canboro Street, D. D'Everardo's

unregistered Plan of Fonthill, now known as

Plan 716, Town of Pelham, Regional Municipality

of Niagara, designated as Part 2,

on Reference Plan 59R-9336.

FORM 1

THE PLANNING ACT

CERTIFICATE OF SECRETARY - TREASURER Under subsection 53 [42] of the PLANNING ACT R.S.O. 1990, I certify

that the consent of the Land Division Committee for the Regional

Municipality of Niagara was given on Man to the transaction to which this instrum

SECRETARY - TREASURER

### Schedule

Form 5 — Land Registration Reform Act

Additional Property Identifier(s) and/or Other Information

- 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 mainatin a storm 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 particable restore the surface to the same conditioon as prior to the commencement of construction or of any subsequent work thereto.
- 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 Tranferor shall not excavate, alter the grading, drill or install thereon any pit, well or foundation which will obstruct or prevent the exercise and enjoyment by the Transferee ot is 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.
- 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

Page 4

Additional Property Identifier(s) and/or Other Information

#### SCHEDULE "A"

# **DESCRIPTION**

Lots 1, 2, 3, 4 and 5 on the south side of Broad Street,

Lots 1, 2, 3 and Part of Lot 4 on the North side of Walnut Lane,

Part of Lots 3, 4, 5 and 6 on the North side of East Canboro Street,

D. D'Everardo's Unregistered Plan of Fonthill (now known as Plan 716)

and

Nicholl's Lot (formerly Broad Street),

Nicholl's Lot and Part of Beatty Lot (formerly Chestnut Street),

Barnhardt Lot and part of Clark Lot (formerly Walnut Lane),

Registered Plan No. 25 (now known as Plan 717),

Formerly in the Village of Fonthill,

Now all in the Town of Pelham, Regional Municipality of Niagara,

designated as Parts 4 and 5 on Reference Plan 59R-7871.

Amended 1991

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0449D (90-09)