

FOR OFFICE USE ONLY

LT 107968

CERTIFICATE OF RECEIPT  
RECEIVED  
NIAGARA SOUTH COUNTY LAND

'95 12 13 14 51

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry

Land Titles

(2) Page 1 of 6 pages

(3) Property Identifier(s)

Block

Property

Additional:  
See  
Schedule

(4) Consideration

-----ONE----- Dollars \$1.00

(5) Description

This is a: Property Division Property Consolidation

Part of Parcel Plan-1, Section 59M-223  
being Part of Lots 1-4 inclusive and  
designated as Parts 7, 8, 21 and 22 on  
Plan 59R-9378  
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 Easement

(8) Transferor(s)

The transferor hereby transfers the land to the transferee

Name(s) KLOETSTRA CONSTRUCTION MANAGEMENT LIMITED

Signature(s)

Date of Signature Y M D 1995 12 03

I have authority to bind the Corporation

(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

R. R. #2, Vanessa, Ontario, N0E 1V0

(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

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

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

Cty. Mun. Map Sub. Par.

not assigned

(16) Municipal Address of Property

not assigned

(17) Document Prepared by:

R. Bruce Smith  
BROOKS, BIELBY & SMITH  
Barristers and Solicitors  
247 E. Main St., Box 67  
Welland, Ontario, L3B 5N9

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Fees and Tax

Registration Fee

Land Transfer Tax

Total



Additional Property Identifier(s) and/or Other Information

ADDITIONAL PARTY

PARTY

SIGNATURE

DATE OF  
SIGNATURE

INCOME TRUST COMPANY  
by its liquidator  
COOPERS & LYBRAND LIMITED  
(Chargee)  
per:

1995 12 06

Alan G. Driver, President

I have the authority to bind the Corporation.

The Court Orders were attached to Instrument No. LT107618 registered on the 22nd day of November, 1995. The Court Orders are in full force and effect and have not been stayed.

ADDRESS FOR SERVICE:

181 Main Street West, P. O. Box 870  
Hamilton, Ontario L8N 3N9

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

WHEREAS the easement was authorized by By-law No. 1741 (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 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 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, driveways, pavement 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.

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

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. Income Trust Company, the registered owner of a mortgage/charge registered as Instrument No. 570106 and assignment of rents registered as Instrument No. 570107, in the Land Registry Office for the Land Registry Division of Niagara South, 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 and assignment of rents against the right and easement herein created and granted.
7. The Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

That public highway in the Town of Pelham, Regional Municipality of  
Niagara, known as Kinsman Court and shown on Plan 59M-.223

