

<div>FOR OFFICE USE ONLY</div> <div>LT141453</div> <div>CERTIFICATE OF RECEIPT RECEPISSE</div> <div>NIAGARA SOUTH/CHD (59) WELLAND</div> <div>'99 SEP 2 AM 10 53</div> <div>New Property Identifier</div> <div>Additional: See Schedule</div> <div>Executions</div> <div>Additional: See Schedule</div>		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 5 pages	
		(3) Property Identifier(s) Part of 64061-0363 (LT)		Additional: See Schedule <input type="checkbox"/>	
		(4) Consideration Transfer of Easement to Municipality ONE-----xx/100 Dollars \$1.00			
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Part of Block 10, Plan 59M-240, designated as Part 5, Plan 59R-10793, Town of Pelham, Regional Municipality of Niagara,  Land Registry Office for the Land Titles Division of Niagara South (No. 59).			
		(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		(7) Interest/Estate Transferred <del>Fee Simple</del> 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) 978824 ONTARIO LIMITED I have authority to bind the Corporation. Signature(s) Per: David Shelley Director Date of Signature Y M D 1999 08 21					
(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 217 Terrace Hill Street, Brantford, Ontario, N3R 1G8 for Service					
(11) Transferee(s) THE CORPORATION OF THE TOWN OF PELHAM Date of Birth Y M D					
(12) Transferee(s) Address 20 Pelham Town Square, Box 400, Fonthill, Ontario, L0S 1E0 for Service					
(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 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 City Mun. Map Sub. Par. not assigned					
(16) Municipal Address of Property Pt. of 26 Stonegate Place Fonthill, Ontario		(17) Document Prepared by: Robert B. Culliton SULLIVAN, MAHONEY Barristers & Solicitors 40 Queen Street Post Office Box 1360 St. Catharines, Ontario L2R 6Z2			
<div>FOR OFFICE USE ONLY</div>		Fees and Tax			
		Registration Fee			
		Land Transfer Tax			
		Total			

WHEREAS the easement was authorized by By-law No. 1911 (1997) 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.

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 "A"

That public highway in the Town of Pelham, Regional Municipality of Niagara, known as Stonegate Place, and shown on Plan 59M-240 and being all of P.I.N. 64061-0309 (LT).

