"A"

LEGAL DESCRIPTION

Lands owned by 729 Canboro Road Property Inc.

Firstly

Parcel 138-2, Section 59M-220
Part of Block 138, Plan 59M-220
designated as Part 4 on Plan 59R-3742
Town of Pelham, Regional Municipality of Niagara
being all of P.I.N. 64030-0449 (LT).

Secondly

Part of Lot 15, Concession 9 Town of Pelham, formerly Township of Pelham Regional Municipality of Niagara designated as Parts 5 and 6 on Plan 59R-9742 being all of P.I.N. 64030-0446 (R).

Lands owned by 876951 Ontario Limited

Thirdly

Parcel 137-3, Section 59M-220
Part of Block 137, Plan 59M-220
designated as Part 2 on Plan 59R-9742 and
Part of Block 138, Plan 59M-220
designated as Part 3 on Plan 59R-9742
Town of Pelham, Regional Municipality of Niagara
being all of P.I.N. 64030-0448 (LT).

Fourthly

Part of Lot 15, Concession 9 Town of Pelham, formerly Township of Pelham, Regional Municipality of Niagara designated as Part 7 on Plan 59R-9742 being all of P.I.N. 64030-0115(R).

LOT GRADING PLAN

SCHEDULE

"G."

HYDRO SERVICE

The Owner shall provide for the construction and installation of all necessary hydro lines and facilities for lot servicing and street lighting in accordance with Town and Ontario Hydro standards.

Such easements as may be required by Ontario Hydro for underground hydro purposes shall be granted by the Owner without cost.

Underground wiring to the lots and houses fronting on Sandra Drive shall be mandatory.

"H"

TELEPHONE SERVICE & CABLE TELEVISION SERVICE

The Owner shall provide for the construction and installation of all necessary telephone and cable television lines and facilities for lot servicing in accordance with Town and Telephone Company and Cable Television Company standards.

The Owner shall, as requested by the Bell Telephone Company of Canada and local Cable Television Company, grant such easements as may be required without cost.

Underground wiring to the lots and houses fronting on Sandra Drive shall be mandatory.

"I"

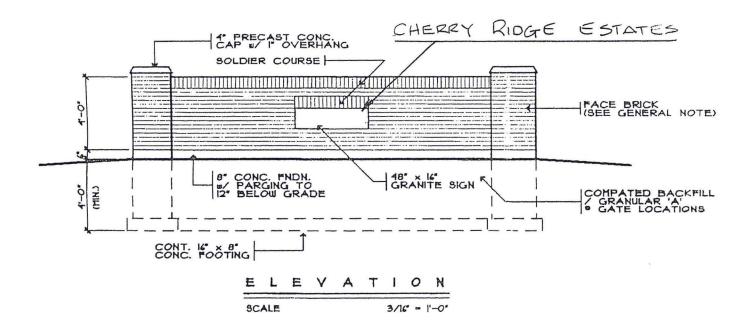
GAS SERVICE

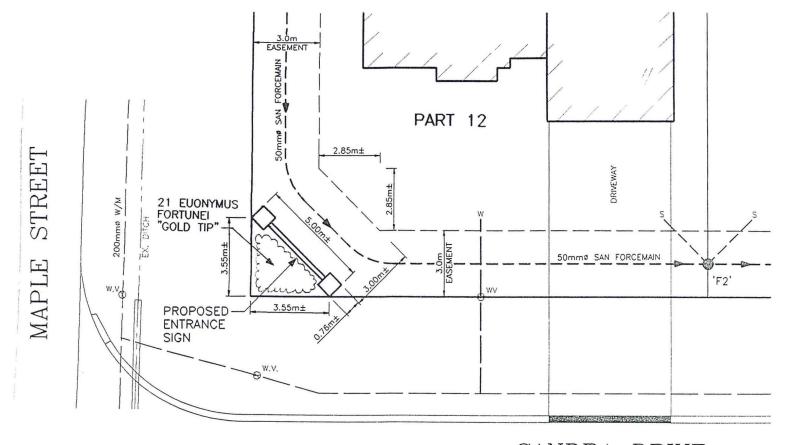
Such easement as may be required by the Gas Company for underground gas lines shall be granted by the Owner without cost.

The Owner shall make all necessary arrangements with the Gas Company to provide each lot with a service in accordance with Town and Gas Company standards.

"J"

ENTRY SIGN





SANDRA DRIVE

PLAN VIEW

SCALE NOT TO SCALE

"K"

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Owner shall cause to be registered against all lots in the subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the lot grading plan attached to the subdivider's agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said lot grading plan shall be maintained after construction of any building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways fo the said subdivision are constructed.

"K" (continued)

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the Ontario Building Code and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Purchaser shall, within seven (7) months of being able to occupy the home in accordance with the Ontario Building Code and to the satisfaction of the Chief Building Official, sod or seed the lot.

The Purchaser shall maintain the road allowance between the lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the lot of vegetation prior to commencing construction of a home on the lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

The Purchaser shall not occupy the dwelling on the lot concerned until the Chief Building Official for the Town has certified that such of the following services as are applicable to the property have been installed and are operating adequately to service the dwelling, or in the case of telephone services, are at least available to houses with the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Purchaser shall not impede by the placing of fill, buildings or other structures or works any natural watercourse which exists on the property.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Purchaser shall not erect any free standing tower, radio antenna, communication tower or similar structure.

· 5		Province of Ontario			Tra	nsf	er/De	eed of l	_and Do		cess Sof			416) 322-61	11	A
						(1) Re	egistry X	Lar	nd Titles	(2)	Page 1	of .	5	pages		
		ION EMT LAND	60	(Cr		(3) P	roperty lentifier(s)	PART OF	64030-0115	perty (R)	/			See	ditional	
	6.3	至百萬	i i			(4) Co	onsideratio	on								\dashv
	2	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	ro '	7X (2)		ON	E				Dolla	ars \$ 1.0	00			
EO	12 12	OF RI ENRE 7 SUC		がこの		(5) De	escription			Prop	erty solidation	\Box			-	\dashv
FOR OFFICE USE ONLY	New Pro	perty Identifiers	6 80 66.	Additiona See Schedule	l:	Tow	nship of	5, Concession Pelham, Re	on 9, Town o gional Munic Plan 59R-10	f Pe	lham, i	— former		esignated	l as	
				Additiona See	l:											
	This Docume Contain	s Plan/Sketch		Schedule (b) Schedu Description	ule for:	Pa	dditional arties	Other X	(7) Interest/E	ex x NT						\rightrightarrows
	ı ranste	ror(s) The transferor he	ereby trans	siers the la	na to tr	ne trans	steree audioau			eds k.e	agumaterny	ENINEXOLOX	ZALIKOKI K	DALX.		
	me(s)	ONTARIO LIMI	TED					Signature(s) PER:	76				ン ン	Date of	Signa M	ture D
J			A.A.A	••••••		••••••	••••••	a.max	W			·····			T	
				•••••	•••••	••••••	••••••	SABATI	NO PINGUE	- F	RESII	DENT	7			
	•••••			•••••	•••••	•••••	•••••	Thave au	thority to bin	ıd t	he corp	oratio	n.			
(9)	Spouse Name(s	e(s) of Transferor(s))	hereby co	nsent to th	is trans	saction		Signature(s)						Date of Y	Signa M	ture D
	•••••		•••••	•••••			•••••			•••••	•••••	••••••				
(10) Transf	eror(s) Address	***	73 (ONTA	ARIO	STREE	ET, ST. CA	ΓHARINES,	ON	TARI	O, L21	R 5J	5		
(11	l) Transf	eree(s)												Date o	of Birtl	<u>.</u>
Ţļ	HE CO	RPORATION O	F THE	TOWN	OF	PELI	HAM									
					•••••			•••••								
(12	?) Transf	eree(s) Address]	P. O.	BOX 40	0, FONTHI	LL, ONTAR	RIO	, LOS 1	E0	•			
\bigcap		sferor(s) The transferor	r verifies ti	hat to the	Da	ate of S	nsferor's kno ignature M ; D ;	owledge and beli	ef, this transfer de	oes r	not contra	vene sec	tion 50	Date of		ture
4L	Signature	for Transferor(s) I have	ve explain	ed the effe	ct of se	ection 5	0 of the Pla	Signature	transferor and I I	nave	made inc	uiries of	the tr	ansferor to	detern	
OPTION	that this	transfer does not contra contravene that section d	evene that	section ar	nd base	ed on th	e informati	on supplied by t	he transferor, to t	he b	est of my	knowled	ige an	Date of	is tran	sfer
- Act	Solicitor (14)	Solicitor for Transfe	ree(s) h	ave investi	gated ti	he title	to this land		land where relev						rds re	veal
Planning Act-	r Transferee(s)	no contravention as s contravene section 50	et out in s	subclause	50 (22)) (c) (ii)	of the Pla	inning Act and t	hat to the best of	f my	knowledg	ge and b	elief t	his transfer	does	not
A Him Or	Na Pere if Na	me and dress of icitor			2			Q:t					ļ	Date of Y	Signa M	ture D
(15) Assess	ment Roll Number	Cty.	Mun. Ma	ap S	Sub.	Par.	1					ees a	nd Tax		
Ċ	of	Property pal Address of Prope	rtv	<u> </u>	(17) D	OCUMA	ent Prepare	NOT ASS	IGNED	NO.	Registra	ition Fee				
Ť			,		R. Br	ruce S	Smith			FOR OFFICE USE		ansfer Ta		Estant Pilanton - 1 Property		
NOT ASSIGNED Brooks, Bielby & Smith 247 East Main Street Welland, Ontario							eet		FFICE			+				
					Wella L3B		Intario			OR O		- Lander of the land				
										圆	To	otal				_)

WHEREAS the easement was authorized by By-law No. 2100 (1999) 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, 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"

مير دولا د او م

That public highway in the Town of Pelham, Regional Municipality of Niagara, known as Sandra Drive, and described as Part 3 on Plan 59R-7491 and being all of P.I.N. 64030-0117.

Do Process Software Ltd. • (416) 322-6111 876951/pelham Software Ltd. • (416) 322-6111 876951/pelham Form 1 – Land Transfer Tax Act
IN THE MATTER OF THE CONVEYANCE OF (Insert brief description of land) Part of Lot 15, Concession 9, Town of Pelham, formerly Township of Pelham, Regional Municipality of Niagara, designated as Parts 9, 10, 14 and 16 on Plan 59R-10787.
BY (print names of all transferors in full) 876951 ONTARIO LIMITED
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) ROBERT 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 or solicitor acting in this transaction for (insert name(s) of principal(s)) PELHAM described in paragraph(s) (X), (X), (c) above; (strike out references to inapplicable paragraphs)
(e) The President, Vice-President, Manager, Secretary, Director or Treasurer (insert name(s) of corporation(s))
4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS: (a) Monies paid or to be paid in cash
Sworn before me at the City of Welland in the Regional Municipality of Niagara this 9th day of September 1999 ROBERT BRUCE SMITH signature(s)
Property Information Record For Land Registry Office Use Only
A. Describe nature of instrument: EASEMENT B. (i) Address of property being conveyed (if available) NOT ASSIGNED NOT ASSIGNED
(ii) Assessment Roll No. (if available) NOT ASSIGNED C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) N/A Registration Date Land Registry Office No.
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 Brooks, Bielby & Smith
247 East Main Street, Welland, Ontario, L3B 3X1
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 (o) NoTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

-			\widetilde{V}	of Ontario			ıra	nsi orm 1	Ter/D — Land Re	egisti	ed of l	_and		76951/p		()			A
									Registry [_		nd Titles X	$\overline{}$	Page 1	of 5	5 p	pages		
				0				(3) F	Property dentifier(s	s) P	PART OF	64030-044	Propert	ty Γ)			S	dditional: ee chedule	
	c	\supset		WELLAND	1			(4) C	onsiderat	ion									\prec
NLY	C		ECEIPT	B.:	co			ON	₹E					Dolla	ars \$ 1.0	0			
SE O	r-	-	OF RE	UD (59)	E			(5) D	escription	1	This is a:	Property Division		perty solidation					$\overline{}$
-FOR OFFICE USE ONLY	7	- -	CATE 0	1 0	_O							9M-220, T designated						,	
OR OF	New	Property	Identifie	s S	SEP														
F			0	AGARA	99	Additional See Schedule													
	Exe	cutions		Z	•			1											
						Additiona See													
(6) <u>T</u> his		a) Redes	scription		Schedule (b) Sched						(7) Interes	t/Estat	te Transfe	erred				\dashv
		ument tains		Easement Sketch		Descriptio			dditional arties		Other X	(7) Interes Reex3th EASEM	ENT						
(8) Tran	sferor(s	The trai	nsferor he	eby trans	fers the la	and to th	ne trans	sferee and	xoext		tranox ferox xexa	xeesk(nigintaserny	em newotok a	opraktika ze	tx		\dashv
	•••••							•••••		•••••			•••••	•••••	•••••	•••••			
							•••••	•••••				/			•••••		. Date o	of Signat	ture
1	ame(s	•	ARIO	LIMIT	FD						Signature(s) PER:	21.	ń) ,	0 >		Y 1999	M (57
9.	1.07.5	1	AIM		ED		•••••	••••••		•••	I.EK.	0	//		· · · · · · · · · · · · · · · · · · ·		1.7.7.7	0	×
	•••••	•••••••		••••••		••••••				•••	SABATI	RING	JE - I	PRESII	ENT				
		•••••••		•••••••	••••••	•••••	••••••	••••••		•••	I have au	hority to h	ind t	he corp	oration	1.	•••••		
(9		ouse(s) o	f Transf	eror(s) I h	ereby cor	nsent to th	nis trans	action			Signature(s)						Date o	of Signat	ure
	,,,,,,										oignature(5)								
(1		nsferor(Service	s) Addre	ess		73	ONTA	ARIC) STRE	ET	, ST. CAT	ΓHARINE	s, or	NTARI	O, L2R	5J5			
(1	1) Tra	nsferee(s)														Date	of Birth	<u>'</u>
Ţ	HE	CORP	ORAT	ION O	FTHE	TOWN	OF	PELI	HAM		•••••								
																		<u> </u>	
(1:		nsferee(s) Addre	ess			I	P. O.	BOX 40	00.	FONTHI	LL, ONTA	RIO	. L0S 1	E0				
\nearrow	-	Service ransfero	r(s) The	transferor	verifies th	nat to the	best of	the tran	nsferor's kn			ef, this transfer				on 50			
							Da ! Y		Signature M D							ı	Date o	f Signat	
ĮĄ[Solic	itor for T	ransfer		e explaine	ed the effe	ct of se	ction 5	0 of the Pla	annii	ng Act to the	transferor and	I have	made inq	uiries of the	he tran	nsferor to		
Planning Act - OPTIONAL	does	not contra		not contravat section.						tion s	supplied by th	ne transferor, t	o the b	est of my	knowledg	ge and		f Signat	ure
ct-0	Name Addre Solici	ss of								;	Signature				***********		······	1 1	D
A Bui	(s)	no c	ontraven	tion as se	t out in s	ubclause	50 (22)	(c) (ii)) of the Pla	annir	ng Act and the	land where re hat to the best	of my	knowledo	e and be	lief this	s transfe	er does	not
Planr	Statement by for Transferee(s) if necessary	cont	ravene s	ection 50	of the PI	lanning A	ct. I act	indepe	endently of	f the	solicitor for	the transferor	(s) and	l am an	Ontario s	solicito	r in goo	d standi	ing.
	x Staten ir for Tra re if nec	Name an	nd														Data	f O:t	
	Solicito	Address Solicitor	of													:	Y Y	f Signat	D D
/4/	5) Ass		Dell No	mhor	Cty	Mun. M	an is	ub.	Par	- :	Signature					es and		.ll.	\
		of Prop	erty								NOT ASS	IGNED	ONLY	Registra		es and	4 1 a X		
Ė				of Propert	у		R. Br	uce S	ent Prepar Smith				USE	Land Tra		x			
								and, (Ontario				FOR OFFICE						
														Тс	tal				

WHEREAS the easement was authorized by By-law No. 2100 (1999) 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, 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"

177 2

That public highway in the Town of Pelham, Regional Municipality of Niagara, known as Sandra Drive, and described as Part 3 on Plan 59R-7491 and being all of P.I.N. 64030-0117.

Do Process Software Ltd. • (416) 322-6111 876951/pelham Software Ltd. • (416) 322-6111 876951/pelham Software Ltd. • (416) 322-6111
Refer to all instructions on reverse side. IN THE MATTER OF THE CONVEYANCE OF (Insert brief description of land) Part of Block 137, Plan 59M-220, Town of Pelham, Regional Municipality of Niagara, designated as Part 2 on Plan 59R-10787.
BY (print names of all transferors in full) 876951 ONTARIO LIMITED
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) ROBERT BRUCE SMITH
MAKE OATH AND CAVITUAT.
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 or solicitor acting in this transaction for (insert name(s) of principal(s)) THE CORPORATION OF THE TOWN OF PELHAM
described in paragraph(s) (X), (c) above; (strike out references to inapplicable paragraphs) [(e) The President, Vice-President, Manager, Secretary, Director or Treasurer (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. Contains at least one and not more than two single family residences. (see instruction 3) Act 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. Contains more than two single family residences. (see instruction 3) Act 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. Contains more than two single family residences (see instruction 3) Act 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.
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)
4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS: (a) Monies paid or to be paid in cash (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) (ii) Given back to vendor (c) Property transferred in exchange (detail below) (d) Securities transferred to the value of (detail below) (e) Liens, legacies, annuities and maintenance charges to which transfer is subject (f) Other valuable consideration subject to land transfer tax (detail below) (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) (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. 1880, c.454, as amended) (i) Other consideration for transaction not included in (g) or (h) above (j) TOTAL CONSIDERATION 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) TRANSFER OF EASEMENT PURSUANT TO DEVELOPMENT AGREEMENT 6. If the consideration is nominal, is the land subject to any encumbrance? YES
7. Other remarks and explanations, if necessary. <u>n/a</u>
Sworn before me at the City of Welland in the in the Regional Municipality of Niagara this Hhaday of Sapramace 19 99 ROBERT BRUCE SMITH signature(s)
Property Information Record For Land Registry Office Use Only
A. Describe nature of instrument: <u>EASEMENT</u> B. (i) Address of property being conveyed (if available) <u>NOT ASSIGNED</u> Registration No.
(ii) Assessment Roll No. (if available) NOT ASSIGNED
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) N/A Registration Date Land Registry Office No.
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 Brooks, Bielby & Smith 247 East Main Street, Welland, Ontario, L3B 3X1
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 (o) NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

-		- 4	Province of Ontario		Tra	nsfer/C	Deed of L	and Do		ocess Software		• (416) 322-	6111	A
						(1) Registry	X Lan	d Titles	(2)	Page 1 of	5	pages		
		3	ATION FYENT GELLAND	60	· œ	(3) Property Identifier	(s) PART OF	Pro 64030-0446	pert	у		S	dditiona ee chedule	
		62	4-11-34	1 :	STR	(4) Considera	ation							
X N		5	S (S	13	Maria	ONE				Dollars \$	1.00			
SE O		(D		~	3 21	(5) Description			Prop	erty solidation	1			
FOR OFFICE U		Property	OFFICE OF CONTROLL OF CONTROLL OF CONTROL OF CONTROL OF CONTROL CONTRO	See	itional:	Pelham, Re	15, Concessio gional Munici Plan 59R-1078	n 9, Town o pality of Nia	f Pe	elham, forn	nerly ted as	Townshi s Parts 19	p of 0, 21,	
	Exe	cutions	8	Add See	itional:	(a)								
<u>U</u>	 } }		-) D-di-ti	Sch-	edule \Box			(7) L	-4-4					
(6		ument tains	a) Redescription New Easement Plan/Sketch		ription	Additional Parties	Other X	(7) Interest/E	XXS	e Transferred	i 			
(8	3) Trar	nsferor(s)	The transferor he	reby transfers	he land to th	ne transferee ao	ckoextifles thet the	rematera assata	eosixe	ighteerwyen as	kotok aros	chthoatx		
						.,	Cignoturo/o)	in A			•••••	Date o	of Signa	ature . D
	ame(s 729		RO ROAD PR	OPERTY IN	IC.		Signature(s) PER:	ÜÜ	f	0		1999	09	07
							DINO DIO	CIENZO - P	RE	SIDENT	7)			
			v				PER: SABATIN We have a	O RINGUE uthority to b	S ind	ECRETA	RY ation	1999	σ ٩	07
(9		ouse(s) of ne(s)	Transferor(s)	nereby consent	to this trans	action	Signature(s)						of Signa	ature
(1		ansferor(: Service	s) Address		73 ONT	ARIO STRI	EET, ST. CAT	HARINES,	ON	TARIO,	L2R	5J5		
L.		ınsferee(s										Date Y	of Birt	h D
I.	HE	CORPO	DRATION O	F THE TO	WN OF	PELHAM								
	•••••	,	(2.4%)											
		•••••												
													`	
(1	for	Service	s) Address				400, FONTHII							
	(13) ٦	ransfero	r(s) The transferor	verifies that to	Da	the transferor's late of Signature	knowledge and belie						Planning of Signa	ture
Act - OPTIONAL	Solid that t	itor for T his transfor not contra		e explained the vene that secti	effect of se on and base	ction 50 of the F d on the inform	Signature Planning Act to the tation supplied by th		nave	made inquirie	s of the	and belief, t		nsfer
ct-0	Addre Solici	ess of itor		,										
Planning A	itement by Transferee(s) necessary	no c	ontravention as se	et out in subcla	use 50 (22)	(c) (ii) of the F	nd and to abutting I Planning Act and th of the solicitor for t	at to the best of	my	knowledge ar	nd belie	ef this transf	er does	s not
	Affix Statem icitor for Trai here if nece	Name an Address of Solicitor										Date o	of Signa	ature D
	Sol	Colloitol			-		Signature					<u></u>		
(1	5) Ass	sessment of Prop	Roll Number erty	Cty. Mun	. Map S	Sub. Par.	NOT ASSI	GNED	NLY	Registration	Fees	s and Tax		
71	6) Mu	nicipal A	ddress of Proper	ty		ocument Preparuce Smith	ared by:		ISE O	Registration Land Transfe	ree er Tav			
N	OT A	ASSIGN	NED		Broo	ks, Bielby & East Main St	Smith		ICE L					
					Wella	and, Ontario			FOR OFFICE USE					
					L3B	JA1			lg.	Total				

WHEREAS the easement was authorized by By-law No. 2100 (1999) 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, 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 Sandra Drive, and described as Part 3 on Plan 59R-7491 and being all of P.I.N. 64030-0117.

Do Process Software Ltd. • (416) 322-6111 canboro/pelham Affidavit of Residence and of Value of the Consideration Refer to all instructions on reverse side. IN THE MATTER OF THE CONVEYANCE OF (Insert brief description of land) Part of Lot 15, Concession 9, Town of Pelham, formerly Township of Pelham, Regional Municipality of Niagara, designated as Parts 19, 21, and 23 on Plan
59R-10787. BY (print names of all transferors in full) 729 CANBORO ROAD PROPERTIES INC.
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) ROBERT 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 or solicitor acting in this transaction for (insert name(s) of principal(s)) THE CORPORATION OF THE TOWN OF PELHAM
described in paragraph(s) (X), (c) above; (strike out references to inapplicable paragraphs) (e) The President, Vice-President, Manager, Secretary, Director or Treasurer (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 residences" 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. Contains at least one and not 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. 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) 10016
4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS: (a) Monies paid or to be paid in cash (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) (ii) Given back to vendor (c) Property transferred in exchange (detail below) (d) Securities transferred to the value of (detail below) (e) Liens, legacies, annuities and maintenance charges to which transfer is subject (f) Other valuable consideration subject to land transfer tax (detail below) (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) (h) VALUE OF ALL CHATTELS – items of tangible personal property (Retail Sales Tax is payable on the value of all chattets unless exempt under the provisions of the "Retail Sales Tax Act", R.S. 0. 1806, 4.54, as amended) (i) Other consideration for transaction not included in (g) or (h) above (j) TOTAL CONSIDERATION 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see Instruction 6) TRANSFER OF EASEMENT PURSUANT TO DEVELOPMENT AGREEMENT 6. If the consideration is nominal, is the land subject to any encumbrance? YES 7. Other remarks and explanations, if necessaryn/a
Sworn before me at the City of Welland in the in the Regional Municipality of Niagara this day of 19 99 A Commissioner for taking Afficavits, etc.
Property Information Record For Land Registry Office Use Only Registration No.
A. Describe nature of instrument: EASEMENT B. (i) Address of property being conveyed (if available) NOT ASSIGNED
(ii) Assessment Roll No. (If available) NOT ASSIGNED
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) N/A Registration Date Land Registry Office No.
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 Brooks, Bielby & Smith 247 East Main Street, Welland, Ontario, L3B 3X1
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 (d) No (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No (d) No

2 0	of Ontario				ocument				e Ltd. • (41 RO/PEL	6) 322-6111 HAM	- 10-1)	
					(1) Registry	Land Titles	X (2)	Page 1	of 1	pages	0.3	5	
	۵					Block 54030-0448 (LT) 54030-0449 (LT)	Property			See	itional: edule		
2	EIPT WELLAND				(4) Nature of Docu POSTPONEM	ment ENT OF CHAR	GE						
	00 00	3			(5) Consideration							_	
ONL	E OF PISS SUD (Dolla	rs \$				
FOR OFFICE USE ONLY— L T 1 4 1 7 3 2 and the state of t	CERTIFICATE OF REC RECEPISSE HIAGARA SOUTH/SUD (59	,99 SEP 9			59M-220, desig Plan 59M-220,	rcel 137-3, Section gnated as Part 2 designated as Part designated as Part cipality of Niaga	on Plan 59 ort 3 on Plan	R-9742 an 59R-	and Par 9742, To	t of Block own of Pel	138, lham,		
New Proper			Additional: See Schedule		59M-220, desig	SECONDLY: Parcel 138-2, Section 59M-220, Part of Block 138, Plan 59M-220, designated as Part 4 on Plan 59R-9742, Town of Pelham, Regional Municipality of Niagara, being all of P.I.N. 64030-0449 (LT).							
Executions	3				(T) TI.		1 #1 0			***************************************		\prec	
			Additional: See Schedule		(7) This Document Contains:	(a)Redescription New Easement Plan/Sketch		chedule fo	☐ Ad	ditional ties	Other [
(9) This Docum LT-1052 (10) Party(ies) Name(s)	ment relates to it 283 - Charge; (Set out Status o	nstrument ni LT- i4 i	umber(s)	Deve	nt No. LT-	/ 1	O- Easeme	ent; and	Con	Date o: \$	hedule [Signature M D 09 0)7	
				••••••		PER: H F	nt Manaç nt Wanaç	the corp	oration.	1999	090	17 .	
							~						
(11) Address for Service	e	3700	Steeles Skirking	Aver	ye West Suite	n 500 k Woodbridge	indetario	L4L 8K	OKXIKAZARXO	(82			
(12) Party(ies Name(s)	(Set out Status	or Interest)				Signature(s)				Date of	Signature M D	-≺	
THE COR (Postponee	PORATION)	OF THE	TOWN	OF	PELHAM								
월 1º 글 H .		r - : 목 [] 3 _ : 목 []	្នុំមិន	ž.	IAN RA		F1 (2)	15.	V				
(13) Address for Service	e			P. C	D. BOX 400, FC	NTHILL, ONT	ARIO, L0	S 1E0					
(14) Municipa	Address of Pro	perty		(15) [Oocument Prepared	by:	ILY.			and Tax		_	
					ruce Smith	*.3		Registrat	ion Fee				
Maple Ave					oks, Bielby & S East Main Stre		U U						
LOS 1CO	ntai IU				land, Ontario		FFIC				•		
					3X1		FOR OFFICE USE						
								То	ital				

	Province of Ontario	Document General Form 4 — Land Registration Reform Act Do Process Software Ltd. • (416) 322-6111 kozar/pelham
		(1) Registry \(\bigcup \) Land Titles \(\bigcup \) (2) Page 1 of 1 pages
	•	(3) Property Block Property Identifier(s) 64030-0448 (LT) See Schedule
	Q.	(4) Nature of Document POSTPONEMENT OF CHARGE
	3.1 II	(5) Consideration
NO	173 REGEIPT SE (59) WEL	Dollars \$
FOR OFFICE USE ONLY	LTTH	(6) Description FIRSTLY: Parcel 137-3, Section 59M-220, Part of Block 137, Plan 59M-220, designated as Part 2 on Plan 59R-9742 and Part of Block 138, Plan 59M-220, designated as Part 3 on Plan 59R-9742, Town of Pelham, Regional Municipality of Niagara, being all of P.I.N. 64030-0448 (LT).
	New Property Identifiers Additional See Schedule	SECONDLY: Parcel 138-2, Section 59M-220, Part of Block 138, Plan 59M-220, designated as Part 4 on Plan 59R-3742, Town of Pelham, Regional Municipality of Niagara, being all of P.I.N. 64030-0449 (LT).
	Executions Additional See Schedule	(7) This (a)Redescription (b) Schedule for: Document New Easement Contains: Plan/Sketch Description Parties Other
T	OWN OF PELHAM, registered on the	Ontinued on Schedule
(velopment Agreement; LT- 141730 - Easement; and LT- Easement
(10	P) Party(ies) (Set out Status or Interest) Name(s)	Signature(s) Date of Signature
K	OZAR, Steve	1999 09 07
D	INO'S T.V. LIMITED	PER: 1999 09 07 I have authority to bind/the corporation.
	PARTMENT CENTRE (NIAGARA Rostponers)	11/2/
(11	Address Steve Kozar, 8350 Airg for Service Region) Inc., 73 Ontar	ort Road, Mount Hope, Ontario, LOR 1WO - Dino's T.V. Limited, agara Falls, Ontario, L2J 2C2 - Apartment Centre (Niagara rio Street, St. Catharines, Ontario, L2R 5J5
(12	Party(ies) (Set out Status or Interest) Name(s)	Signature(s) Date of Signature Y M D
	HE CORPORATION OF THE TOWN ostponee)	OF PELHAM
(13	e) Address	D. O. DOM 100 DOMENTAL ON THE DESCRIPTION
	for Service	P. O. BOX 400, FONTHILL, ONTARIO, LOS 1E0
M	aple Avenue nwick, Ontario	R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street
	S 1C0	247 East Main Street Welland, Ontario L3B 3X1 Total
		LJD JAI

Document prepared using The Conveyancer

Province of Ontario	Document General Form 4 — Land Registration Reform Act	Do Process Software Ltd. • (416) 322-6113 2 CANBORO2/PELHAM						
	(1) Registry X Land Titles	(2) Page 1 of 1	pages					
	(3) Property Block (R) 64030-0446 (R) 64030-0115 (R)	Property	Additional: See Schedule					
D 3. PATION FEMENT WELLAND VISANTE	(4) Nature of Document POSTPONEMENT OF CHARC	GE	~					
	(5) Consideration	Dollars \$						
CERTIFICATE OF REG OERTIFICATE OF REG OERTIFICATE OF REG OERTIFICATE OF REG OFFICATE OF REG ACTING LAND REG	SECONDLY: Part of Lot 15, Co	ession 9, Town of Pelha Aunicipality of Niagara, being all of P.I.N. 6403 oncession 9, Town of Pe	designated as 0-0446 (R).					
New Property Identifiers Additiona See Schedule	Township of Pelham, Regional M Part 7 on Plan 59R-9742, being							
Executions	(7) This (a)Redescription Document New Easement	(b) Schedule for:	Additional					
See Schedule (8) This Document provides as follows:	Contains: Plan/Sketch		Parties Other O					
postpones its mortgage No. 670223 to the , 1999 as instrument No. 765632 and 876951 ONTARIO LIMITED to THE COI of Separation of 1999 as instrument No. 7 CORPORATION OF THE TOWN OF No. 765633	hereby postpones its mortgage No. 676 RPORATION OF THE TOWN OF PEL 6≤634 and granted by 729 CANBO	0223 to easements grant HAM, registered on the	ded by day YINC. to THE					
•	*							
(9) This Document relates to instrument number(s)	7/ -/01/		ontinued on Schedule					
(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	- Easement; and 7656	Date of Signature					
CIBC MORTGAGE CORPORATION (Postponer)	PER:	MAWA VAIVA	1999 09 08					
		ANTESECRETARY	x 1999					
	I XXe have authorit	y to bind the corporation						
(11) Address for Service P. O. BOX 115, COM	MERCE COURT POSTAL STATION	N, TORONTO, ONTAI	RIO, M5L 1E5					
(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)		Date of Signature					
THE CORPORATION OF THE TOWN (Postponee)	OF PELHAM							
(13) Address	P. O. BOX 400, FONTHILL, ONTA	RIO LOS 1FO						
for Service (14) Municipal Address of Property	(15) Document Prepared by:		s and Tax					
Maple Avenue Fenwick, Ontario	R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street Welland, Ontario	Registration Fee						
	L3B 3X1	Total						