

SCHEDULE

"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-9742
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

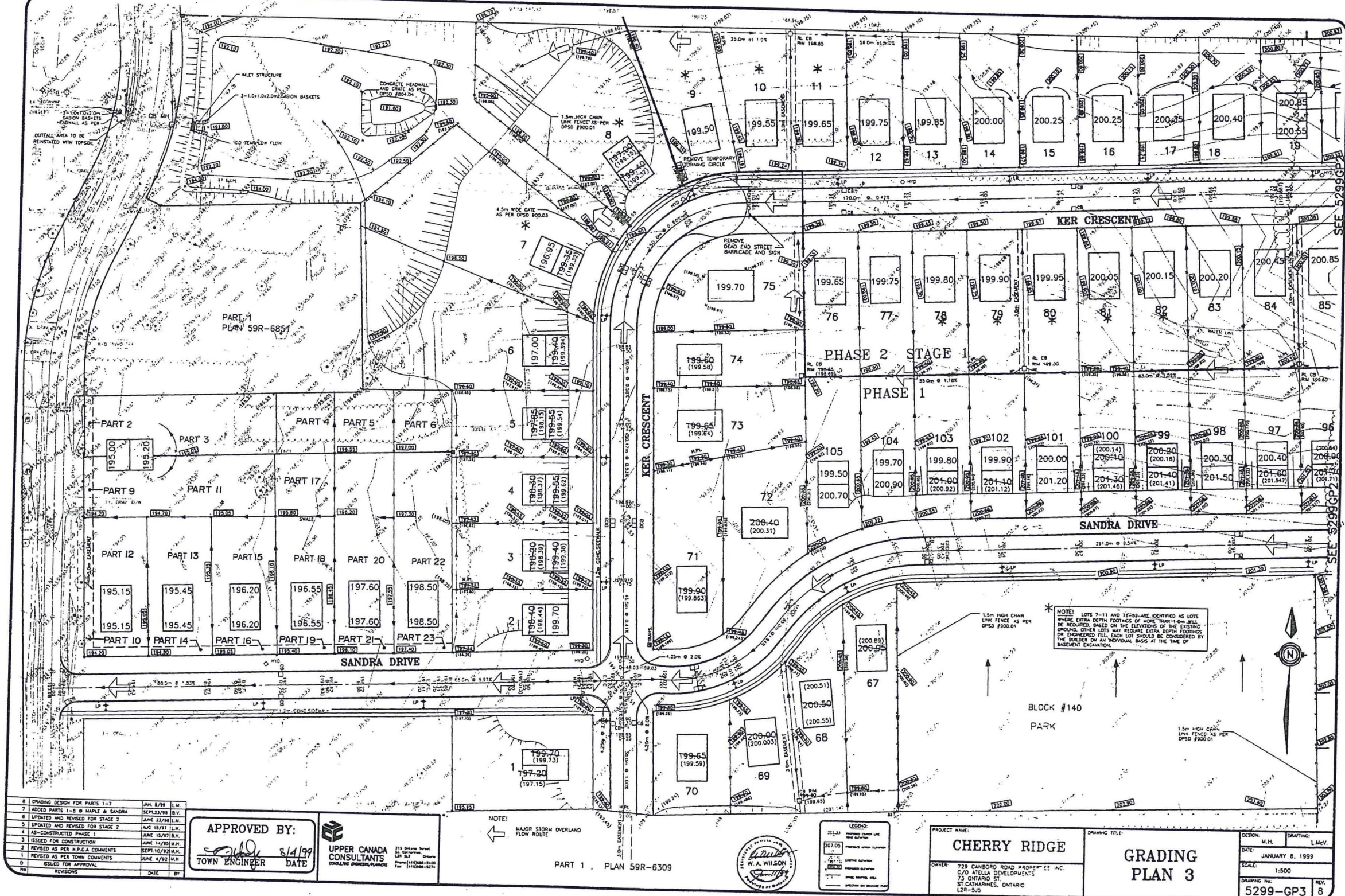
Thirdly

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.

SCHEDULE

"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.

SCHEDULE

"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.

1" PRECAST CONC. CAP w/ 1" OVERHANG

SOLDIER COURSE

CHERRY RIDGE ESTATES

FACE BRICK (SEE GENERAL NOTE)

4'-0"

6"

4'-0" (MIN.)

8" CONC. FNDN. w/ PARING TO 12" BELOW GRADE

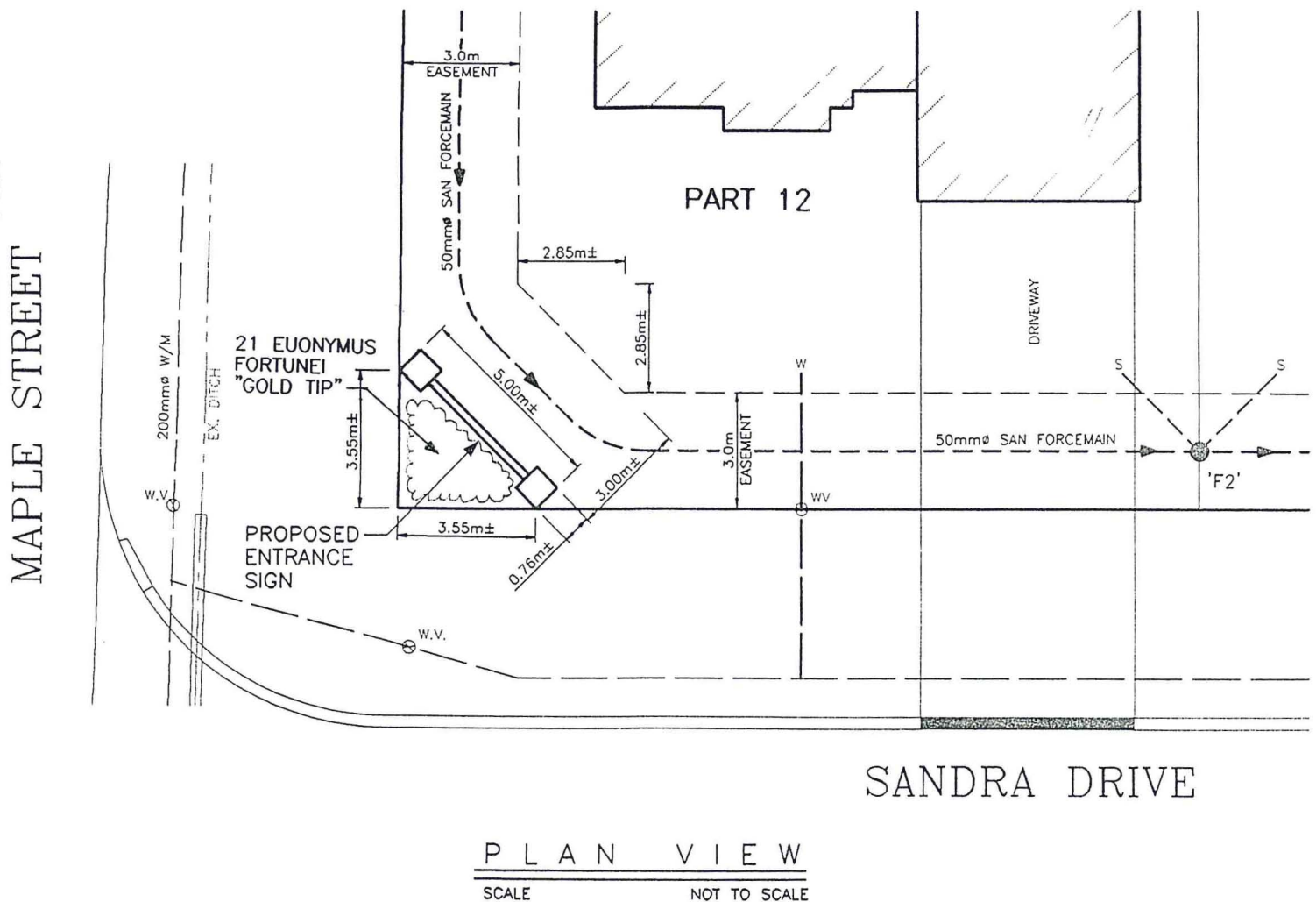
48" x 16" GRANITE SIGN

COMPACTED BACKFILL / GRANULAR 'A' GATE LOCATIONS

CONT. 16" x 8" CONC. FOOTING

ELEVATION

SCALE 3/16" = 1'-0"



SCHEDULE

"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 for the said subdivision are constructed.

SCHEDULE

"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.

<div>FOR OFFICE USE ONLY</div> <div>765634</div> <div>CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT NIAGARA SOUTH/SUD (90)WELLAND</div> <div>'99 09 9 15 09</div> <div>ACTING LAND REGISTRAR REGISTRAR ADJUTE</div> <div>New Property Identifiers</div> <div>Executions</div> <div>Additional: See Schedule</div> <div>Additional: See Schedule</div>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 5 pages	
		(3) Property Identifier(s) PART OF 64030-0115 (R)		Block Property Additional: See Schedule <input type="checkbox"/>	
		(4) Consideration ONE----- Dollars \$ 1.00			
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> 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.			
(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 Fee Simple EASEMENT					
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferee is at least 18 years of age and that Name(s) 876951 ONTARIO LIMITED Signature(s) PER:  SABATINO PINGUE - PRESIDENT I have authority to bind the corporation. Date of Signature Y M D 1999 09 07					
(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 73 ONTARIO STREET, ST. CATHARINES, ONTARIO, L2R 5J5					
(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.
(16) Municipal Address of Property		(17) Document Prepared by:			
NOT ASSIGNED		R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street Welland, Ontario L3B 3X1			
		Fees and Tax			
		Registration Fee			
		Land Transfer Tax			
		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.

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)) THE CORPORATION OF THE TOWN OF PELHAM
described in paragraph(s) A, A , (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.
- ☐ 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 | \$ | <u>1.00</u> |
| (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) | \$ | <u>Nil</u> |
| (ii) Given back to vendor | \$ | <u>Nil</u> |
| (c) Property transferred in exchange (detail below) | \$ | <u>Nil</u> |
| (d) Securities transferred to the value of (detail below) | \$ | <u>Nil</u> |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject | \$ | <u>Nil</u> |
| (f) Other valuable consideration subject to land transfer tax (detail below) | \$ | <u>Nil</u> |
| (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) | \$ | <u>1.00</u> \$ <u>1.00</u> |
| (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) | \$ | <u>Nil</u> |
| (i) Other consideration for transaction not included in (g) or (h) above | \$ | <u>Nil</u> |
| (j) TOTAL CONSIDERATION | \$ | <u>1.00</u> |
- 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 DEVELOPMENT AGREEMENT
6. If the consideration is nominal, is the land subject to any encumbrance? YES
7. Other remarks and explanations, if necessary. n/a

Sworn before me at the City of Welland
in the in the Regional Municipality of Niagara
this 9th day of September 19 99

ROBERT BRUCE SMITH
signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

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

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

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 (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).

FOR OFFICE USE ONLY

T 141730

CERTIFICATE OF RECEIPT

RECEPISSE

NIAGARA SOUTH / SUD (50) WELLAND

99 SEP 9 PM 3 11

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
PART OF 64030-0448 (LT) Additional:
See Schedule ☐

(4) Consideration
ONE----- Dollars \$ 1.00

(5) Description This is a: Property ☐ Property Division ☐ Property Consolidation ☐
Part of Block 137, Plan 59M-220, Town of Pelham, Regional Municipality of Niagara, designated as Part 2 on Plan 59R-10787.

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(7) Interest/Estate Transferred
~~Easement~~
EASEMENT

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transfer is a leasehold transfer and that

Name(s) 876951 ONTARIO LIMITED Signature(s) PER: [Signature] Date of Signature Y M D 1999 09 07
SABATINO RINGUE - PRESIDENT 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 73 ONTARIO STREET, ST. CATHARINES, ONTARIO, L2R 5J5

(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 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. Date of Signature Y M D
Name and Address of Solicitor 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. Date of Signature Y M D
Name and Address of Solicitor Signature

(15) Assessment Roll Number of Property City Mun. Map Sub Par NOT ASSIGNED

(16) Municipal Address of Property NOT ASSIGNED (17) Document Prepared by: R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street Welland, Ontario L3B 3X1

Fees and Tax	
Registration Fee	
Land Transfer Tax	
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.

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 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)~~, ~~(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 deposited 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
(b) (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 DEVELOPMENT AGREEMENT

6. If the consideration is nominal, is the land subject to any encumbrance? YES

7. Other remarks and explanations, if necessary. n/a

Sworn before me at the City of Welland in the in the Regional Municipality of Niagara this 9th day of September 19 99

ROBERT BRUCE SMITH signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

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

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

For Land Registry Office Use Only

Registration No.

Registration DateLand 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 (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).

0449D (90-09)

FOR OFFICE USE ONLY

765633

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD (55)WILLAND

99 09 15 09

ACTING LAND REGISTRAR
PROVINCE OF ONTARIO

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

PART OF 64030-0446 (R)

Additional:
See
Schedule ☐

(4) Consideration

ONE----- Dollars \$ 1.00

(5) Description

This is a: Property
Division ☐

Property
Consolidation ☐

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.

(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 and certifies that the transferor is at least eighteen years old and that

Name(s)
729 CANBORO ROAD PROPERTY INC.

Signature(s)

PER:

DINO DICIENZO - PRESIDENT

PER:

SABATINO RINGUE - SECRETARY

We have authority to bind the corporation.

Date of Signature
Y M D

1999 09 07

1999 09 07

(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

73 ONTARIO STREET, ST. CATHARINES, ONTARIO, L2R 5J5

(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.

Date of Signature
Y M D

Date of Signature
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

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

Signature

(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
247 East Main Street
Welland, Ontario
L3B 3X1

Fees and Tax

Registration Fee

Land Transfer Tax

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 Form 1 – Land Transfer Tax Act
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) A, B, (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. 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.
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)
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 DEVELOPMENT AGREEMENT
6. If the consideration is nominal, is the land subject to any encumbrance? YES
7. Other remarks and explanations, if necessary. n/a

Sworn before me at the City of Welland
in the in the Regional Municipality of Niagara
this 9th day of September 19 99

A Commissioner for taking Affidavits, etc.

ROBERT BRUCE SMITH
signature(s)

Property Information Record

- 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
- 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

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 ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 1 pages

(3) Property Identifier(s) 64030-0448 (LT)
64030-0449 (LT)

Block Property

Additional: See Schedule ☐

(4) Nature of Document
POSTPONEMENT OF CHARGE

(5) Consideration

Dollars \$

(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).

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).

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch ☐

(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:
CANADIAN IMPERIAL BANK OF COMMERCE is the registered owner of a charge registered on the 30th day of June, 1995 as instrument No. LT-105283, made by 729 CANBORO ROAD PROPERTY INC. to the CANADIAN IMPERIAL BANK OF COMMERCE, charging the lands described in Box (6) above. The CANADIAN IMPERIAL BANK OF COMMERCE hereby postpones its charge No. LT-105283 to the Development Agreement, registered on the 9th day of September, 1999 as instrument No. LT-141729 and hereby postpones its charge No. LT-105283 to easement granted by 876951 ONTARIO LIMITED to THE CORPORATION OF THE TOWN OF PELHAM, registered on the 9th day of September, 1999 as instrument No. LT-141730 and granted by 729 CANBORO ROAD PROPERTY INC. to THE CORPORATION OF THE TOWN OF PELHAM, registered on the day of , 1999 as instrument No. LT-

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
LT-105283 - Charge; LT-141729 - Development Agreement; LT-141730 - Easement; and ~~LT- - Easement~~

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

CANADIAN IMPERIAL BANK OF COMMERCE
(Postponer)

PER: J.E. (Joe) Bazarkewich
Vice-President

1999 09 07

PER: H. Feuss
Account Manager

1999 09 07

We have authority to bind the corporation.

(11) Address for Service

3700 Steeles Avenue West, Suite 500, Woodbridge, Ontario L4L 8K8
~~4445 KING STREET, BOX 100, ST. CATHARINES, ONTARIO L2R 6S2~~

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM
(Postponee)

(13) Address for Service

P. O. BOX 400, FONTHILL, ONTARIO, L0S 1E0

(14) Municipal Address of Property

Maple Avenue
Fenwick, Ontario
L0S 1C0

(15) Document Prepared by:

R. Bruce Smith
Brooks, Bielby & Smith
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

(1) Registry ☐Land Titles ☒

(2) Page 1 of 1 pages

(3) Property Identifier(s) 64030-0448 (LT) 64030-0449 (LT)

Block 59M-220Property

Additional: See Schedule ☐

(4) Nature of Document
POSTPONEMENT OF CHARGE

(5) Consideration

Dollars \$

(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).

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).

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch ☐

(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

FOR OFFICE USE ONLY

LT 141731

CERTIFICATE OF RECEIPT
RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

99 SEP 9 PM 3 11

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:
STEVE KOZAR, DINO'S T.V. LIMITED and APARTMENT CENTRE (NIAGARA REGION) INC. (the "Chargees") are the registered owners of a Charge, registered on the 15th day of July, 1996 as instrument No. LT-111066, charging the land described in Box (6) above. The Chargees hereby postpone their Charge No. LT-111066 to the Development Agreement, registered on the 7th day of September, 1999 as instrument No. LT-141729 and hereby postpone their Charge No. LT-111066 to easement granted by 876951 ONTARIO LIMITED to THE CORPORATION OF THE TOWN OF PELHAM, registered on the 9th day of September, 1999 as instrument No. LT-141730 and granted by 729 CANBORO ROAD PROPERTY INC. to THE CORPORATION OF THE TOWN OF PELHAM, registered on the day of , 1999 as instrument No. LT-

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
LT-111066 - Charge; LT-141729 - Development Agreement; LT-141730 - Easement; and ~~LT-111066 - Easement~~

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

KOZAR, Steve

1999 09 07

DINO'S T.V. LIMITED

PER:

1999 09 07

APARTMENT CENTRE (NIAGARA REGION) INC.

PER:

1999 09 07

(Postponers)

I have authority to bind the corporation.

I have authority to bind the corporation.

(11) Address for Service Steve Kozar, 8350 Airport Road, Mount Hope, Ontario, L0R 1W0 - Dino's T.V. Limited, 7099 Ridgewood Cr., Niagara Falls, Ontario, L2J 2C2 - Apartment Centre (Niagara Region) Inc., 73 Ontario Street, St. Catharines, Ontario, L2R 5J5

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM

(Postponee)

(13) Address for Service P. O. BOX 400, FONTHILL, ONTARIO, L0S 1E0

(14) Municipal Address of Property

Maple Avenue
Fenwick, Ontario
L0S 1C0

(15) Document Prepared by:

R. Bruce Smith
Brooks, Bielby & Smith
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 1 pages
(3) Property Identifier(s) 64030-0446 (R) 64030-0115 (R)		Block Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document POSTPONEMENT OF CHARGE		
(5) Consideration Dollars \$		
(6) Description FIRSTLY: 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). SECONDLY: 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).		
(7) 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 type="checkbox"/>

FOR OFFICE USE ONLY

765703

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD (59)WELLAND

'99 09 13 14 39

ACTING LAND REGISTRAR
REGISTRAR ADJUTE

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:
CIBC MORTGAGE CORPORATION is the registered owner of a mortgage, registered on the 27th day of April, 1994 as instrument No. 670223, made by 729 CANBORO ROAD PROPERTY INC. to the CIBC MORTGAGE CORPORATION, charging the lands described in Box (6) above. The CIBC MORTGAGE CORPORATION hereby postpones its mortgage No. 670223 to the Development Agreement, registered on the 9th day of September, 1999 as instrument No. 765632 and hereby postpones its mortgage No. 670223 to easements granted by 876951 ONTARIO LIMITED to THE CORPORATION OF THE TOWN OF PELHAM, registered on the 9th day of September, 1999 as instrument No. 765634 and granted by 729 CANBORO ROAD PROPERTY INC. to THE CORPORATION OF THE TOWN OF PELHAM, registered on the 9th day of August, 1999 as instrument No. 765633

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
670223 - Mortgage; 765632 - Development Agreement; 765634 - Easement; and 765633 - Easement

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
CIBC MORTGAGE CORPORATION (Postponer)	PER: ANNA PAIVA RRR ASSISTANT SECRETARY	1999 09 08 1999
I We have authority to bind the corporation.		

(11) Address for Service
P. O. BOX 115, COMMERCE COURT POSTAL STATION, TORONTO, ONTARIO, M5L 1E5

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF PELHAM (Postponee)		

(13) Address for Service
P. O. BOX 400, FONTHILL, ONTARIO, L0S 1E0

(14) Municipal Address of Property Maple Avenue Fenwick, Ontario L0S 1C0	(15) Document Prepared by: R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street Welland, Ontario L3B 3X1	FOR OFFICE USE ONLY Fees and Tax Registration Fee Total
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