

BROOKS, BIELBY & SMITH

BARRISTERS & SOLICITORS

CONTINUING THE PRACTICE ESTABLISHED IN 1882

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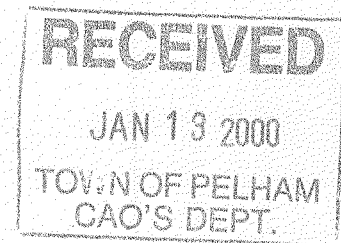
January 10, 2000

The Corporation of the Town of Pelham
P. O. Box 400
Fonthill, Ontario
L0S 1E0

Attention: Jamie Hodge, Esq.

Dear Sirs:

**RE: Town of Pelham and Nemy
Road Allowance Agreement**



We are pleased to advise you that the above matter has been completed in accordance with your instructions and we wish to submit a report to you.

You originally contacted us and indicated that pursuant to an application by Mr. Nemy to the Niagara Escarpment Commission to develop on his property, one of the conditions was that he obtain access over the unopened portion of the road allowance between Lots 6 and 7, Concession 5, Town of Pelham. We discussed the various options involved in this matter and you forwarded a letter, dated September 15, 1999, to this office requesting that we prepare the necessary agreement to deal with the maintenance of the driveway which was to be located on the aforesaid unopened road allowance.

We conducted the necessary subsearch of the property to determine the proper title to the property as well as the registered owner. The property was registered in the name of Paul Peter Nemy alone and there are no mortgages registered against the title.

We then prepared a draft agreement which we forwarded to you for your review and subsequently prepared the final agreement for execution.

The agreement was prepared for execution and was forwarded to this office for registration. However, as we indicated to you on December 2, 1999, the Registry Office advised us that the only way the agreement could be registered was if we had a

reference plan prepared and deposited setting out the specific portion of the road allowance over which the driveway was to be located or we refer to all that portion of the subject road allowance between Kilman Road and Metler Road (which would be significantly more than what was to be used). The reason for this was the fact that the description of the road allowance that we intended to use was described as the northern 25 metres of the road allowance between Lots 6 and 7, Concession 5, Town of Pelham. The Registry Office would not let us use this description because it had not been previously used in any deed.

When we laid out the two options to you, you advised that you were opposed to putting the Nemys to the additional costs and that it would be advisable not to register the agreement and just leave same on file.

Therefore, we are returning to you an executed copy of the agreement, which we ask that you keep on file where it can be easily located. We would also suggest that reference be made somewhere in regard to the subject property so that in the future if requests were made (such as compliance letters) the Town could respond and advise any potential purchaser that the property was subject to this agreement.

As this matter has now been concluded, we enclose our account for services rendered for which you should receive full reimbursement pursuant to paragraph 8 of the agreement.

We trust this is satisfactory and remain,

Yours very truly,

BROOKS, BIELBY & SMITH

PER:

A handwritten signature in black ink, appearing to be 'R. Bruce Smith', written over a horizontal line.

R. Bruce Smith

RBS:pm

Encls.