

FOR OFFICE USE ONLY

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry

☒ Land Titles

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Additional: See Schedule

(4) Consideration

Five

00/100 Dollars \$5.00

(5) Description

This is a: Property Division

Property Consolidation

Part of Lot 3, Concession 7, Township of Pelham, now in the Town of Pelham, Regional Municipality of Niagara, designated as Part 3 on Plan 59R-3960.

(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)

Signature(s)

Date of Signature

THE CORPORATION OF THE TOWN OF PELHAM

Name: RALPH BEAMER

Title: MAYOR

2001 04 03

I/We have authority to bind the Corporation

Name: CHERYL MICLETTE

Title: CLERK

2001 04 03

(9) Spouse(s) of Transferor(s)

I hereby consent to this transaction.

Name(s)

Signature(s)

Date of Signature

(10) Transferor(s) Address for Service

20 Pelham Town Source, Fonthill, Ontario. L0B 1E0

(11) Transferee(s)

Date of Birth

HYDRO ONE NETWORKS INC.

(12) Transferee(s) Address for Service

483 Bay Street, Toronto, Ontario. M5G 2P5

(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

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

(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

(15) Assessment Roll Number of Property

Cty.

Mun.

Map

Sub.

Par.

Not available

(16) Municipal Address of Property

Not assigned

(17) Document Prepared by:

JM: P603441 (RAW)

Hydro One Networks Inc.

7676 Woodbine Avenue, Suite 300

Markham, Ontario

L3R 2N2

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Fees and Tax

Registration Fee

Land Transfer Tax

Total

7) Interest/Estate Transferred

The Transferor hereby grants to Hydro One Networks Inc. (herein called the Transferee), its successors and assigns, the perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the lands being Part 3 on Plan 59R3960 (the "Strip"):

- (a) to erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of no poles, and no anchors with all guys, braces, wires, cables, underground cable and associated material and equipment (all or any of which works are herein called "the line");
- (b) to mark the location of the line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
- (c) to conduct engineering and legal surveys in, on and over the Strip;
- (d) to clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatever including removal of any materials which in the opinion of the Transferee are hazardous to the line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the line.
- (e) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; provided the Transferor does not interfere with the operation of the Fire Department, and
- (f) To remove, relocate and reconstruct the line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.

This Transfer of Easement shall be subject to The Planning Act, R.S.O. 1990, c. P. 18, as amended.

The Transferee covenants and agrees with the Transferor to save harmless the Transferor, the Transferor's tenants or other lawful occupiers of the Strip for any loss, damage or injury caused by the granting and transfer of these rights or anything done pursuant thereto or arising from any accident (not excluding any Act of God) that would not have happened but for the presence of the line on the Strip; provided, however, that the Transferee shall not be liable to the extent to which such loss, damage, or injury is caused or contributed to by any act or omission of the Transferor, or those the Transferor is responsible for in law.

All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferor/Transferee so requires.

The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

ORIGINAL	PLAN	MATERIAL
Plastic	Material	- Mylar
Gauge		- 0.003 Inch
Process		- Photographic
Ink		- Special "T"

I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
REGISTRY ACT

PLAN 59-R-3960
RECEIVED AND DEPOSITED

DATE MARCH 25, 1983

DATE APRIL 12, 1983

ALBERT VERWEY, C.M.

Yvette Polunari
LAND REGISTRAR FOR THE
REGISTRY DIVISION OF
NIAGARA SOUTH (59)

PART 1 - Part of Lot 3, Con 7 - Twp of Pelham - Inst N^o 199747 (Remainder)
PARTS 2,3 - Parts of Lot 3, Con 7 - Twp of Pelham - Inst N^o 350007 (Remainder)

