

SCHEDULE "A"

LEGAL DESCRIPTION

Lots 1 to 69, inclusive, Blocks 70 to 73, inclusive, and Timber Creek Crescent, Registered Plan No. 59M- 298 , Town of Pelham, Regional Municipality of Niagara.

# TIMBER CREEK ESTATES

BEING A SUBDIVISION OF  
PART OF LOT 176, AND  
PART OF THE ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 176 & 177  
GEOGRAPHIC TOWNSHIP OF THOROLD, COUNTY OF WELLAND  
NOW IN THE  
TOWN OF PELHAM  
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:750  
WILLIAM A. MASCOE  
ONTARIO LAND SURVEYOR

CURVE TABLE				
LOT	RADIUS	ARC	CHORD	CHORD BEARING
1	20.000	6.000	7.947	N 18° 18' 35" W
2	20.000	10.108	10.001	N 15° 12' 22" W
3	20.000	14.784	14.450	N 14° 19' 34" E
4	20.000	15.268	14.900	N 57° 22' 23" E
5	20.000	5.850	5.829	N 70° 16' 42" W
6	20.000	13.584	13.305	N 81° 19' 41" W
7	20.000	4.258	4.250	N 84° 45' 25" W
8	20.000	0.601	0.600	N 89° 19' 09" E
9	20.000	9.316	9.232	N 73° 31' 54" E
10	20.000	9.507	9.418	N 73° 48' 11" E
11	20.000	17.536	16.980	N 68° 00' 12" W
12	20.000	16.752	16.073	N 16° 01' 38" W
13	20.000	10.108	10.001	N 13° 56' 40" E
14	20.000	6.139	6.115	N 19° 37' 55" E
15	20.000	2.571	2.570	N 25° 45' 19" W
16	20.000	10.000	9.963	N 14° 59' 11" W
17	20.000	18.000	17.399	N 03° 42' 40" E
18	20.000	14.300	13.997	N 49° 58' 39" E
19	20.000	0.354	0.354	N 62° 27' 55" W
20	20.000	16.609	16.136	N 85° 44' 58" W
21	20.000	9.733	9.637	N 76° 54' 51" W
22	20.000	6.756	6.724	N 79° 27' 59" E
23	20.000	13.640	13.377	N 79° 48' 21" E
24	20.000	3.323	3.319	N 69° 01' 41" E
25	20.000	14.530	14.213	N 59° 50' 37" W
26	20.000	12.575	12.369	N 21° 01' 08" W
27	20.000	10.092	9.965	N 13° 38' 42" E
28	20.000	6.844	6.811	N 18° 17' 49" E
29	20.000	4.014	4.008	N 02° 44' 36" E

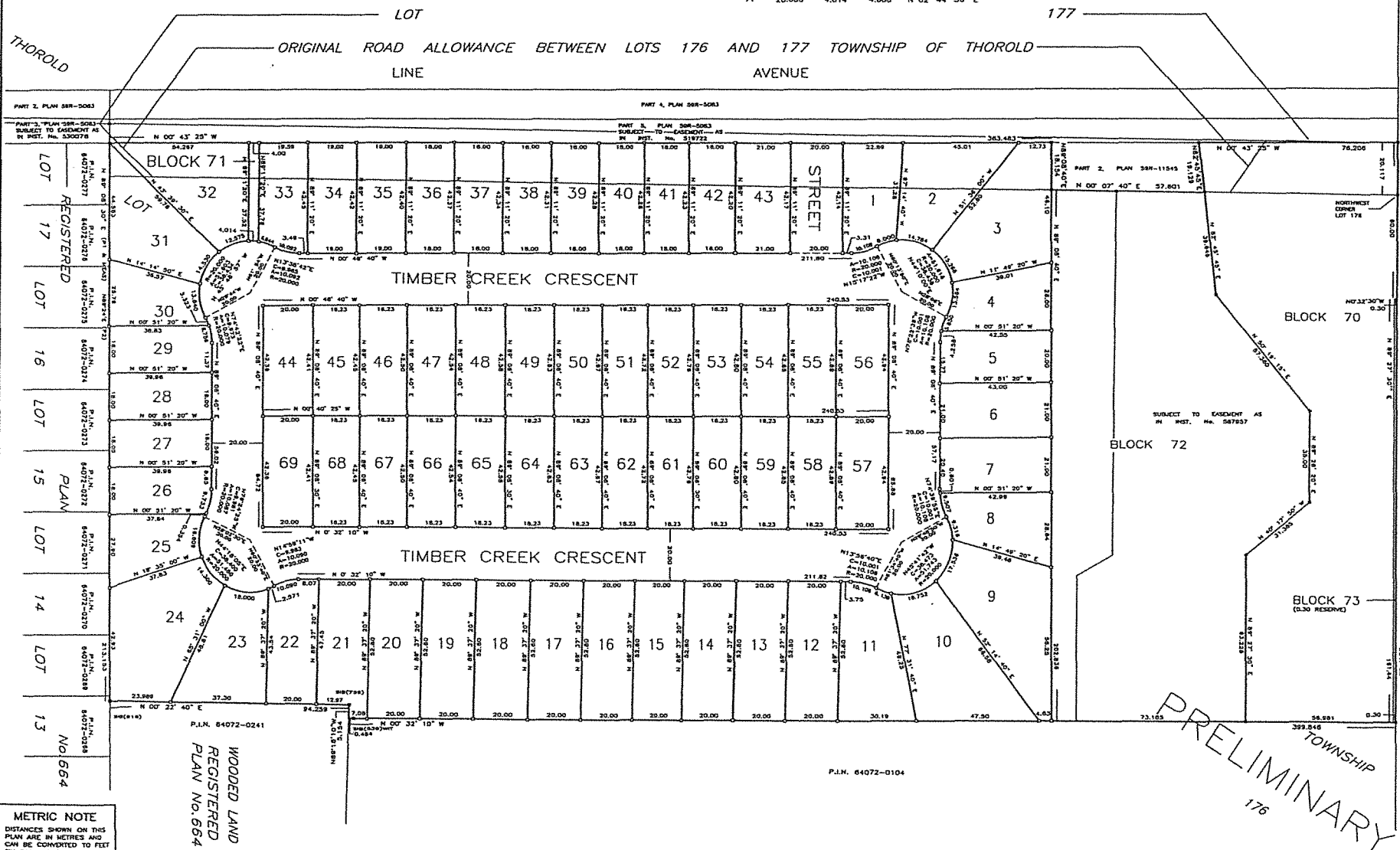
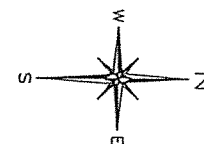
FINAL PLAN OF SUBDIVISION  
Approved under Section 51 of the Planning Act  
This \_\_\_\_\_ day of \_\_\_\_\_, 2000  
Authorized Signature  
THE CORPORATION OF THE TOWN OF PELHAM

PLAN 59M-

CERTIFICATE OF REGISTRATION  
I CERTIFY THAT THIS PLAN 59M-  
REGISTERED IN THE LAND REGISTRY  
OFFICE FOR THE LAND TITLES DIVISION  
OF NIAGARA SOUTH (No. 59) AT  
O'CLOCK ON THE \_\_\_\_\_ DAY OF  
2001 AND ENTERED IN THE REGISTER FOR  
P.L.N. No. 64  
(L.T.) AND  
REQUIRED CONSENTS AND AFFIDAVITS ARE  
REGISTERED AS PLAN DOCUMENT No.

ASST. DEP. LAND REGISTRAR

THIS PLAN COMPRISES ALL OF PIN



ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 172 AND 176 TOWNSHIP OF THOROLD  
LOCALLY KNOWN AS MERRITT ROAD  
P.L.N. 64027-0161

SURVEYOR'S CERTIFICATE  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN  
ACCORDANCE WITH THE SURVEYS ACT, THE  
THE SURVEYORS ACT AND THE LAND TITLES  
ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE  
DAY OF \_\_\_\_\_, 2001.

2001  
DATE  
WILLIAM A. MASCOE  
ONTARIO LAND SURVEYOR  
LEGEND & NOTES  
SB DENOTES STANDARD IRON BAR  
IB DENOTES IRON BAR  
R DENOTES ROUND  
T DENOTES IRON TUBE  
M DENOTES SURVEY MONUMENT FOUND  
Q DENOTES SURVEY MONUMENT SET  
QU DENOTES CORNER UNKNOWN  
WIT DENOTES WITNESS  
S DENOTES SMOKE STANDARD IRON BAR  
P1 DENOTES REFERENCE PLAN 59M-5827  
P2 DENOTES REGISTERED PLAN No. 664  
SE DENOTES SUBJECT TO EASEMENT AS IN  
1339 DENOTES W.A. MASCOE O.L.S.  
539 DENOTES DOUGLAS G. LURE & SONS O.L.S.  
759 DENOTES C. J. CLARKE O.L.S.  
616 DENOTES A. F. PASSELL O.L.S.

ALL MONUMENTS SET ARE IRON BARS  
UNLESS OTHERWISE NOTED ON THE PLAN.  
THE (0.30 RESERVE) SHOWN ON THIS PLAN  
IS NOT DRAWN TO SCALE.

BEARING NOTE  
BEARINGS ARE ASTROLOGICAL AND ARE  
REFERRED TO THE EASTERLY LIMIT OF  
REFERENCE PLAN 59M-\_\_\_\_\_, HAVING  
A BEARING OF N 0° 32' 10" W.

OWNER'S CERTIFICATE  
THIS IS TO CERTIFY THAT:  
LOTS 1 TO 69, BOTH INCLUSIVE,  
BLOCKS 70, 71, 72, THE 0.30 RESERVE,  
NAMESLY BLOCK 73 AND THE STREETS  
NAMESLY TIMBER CREEK CRESCENT AND  
\_\_\_\_\_  
HAVE BEEN Laid OUT IN  
ACCORDANCE TO OUR INSTRUCTIONS.  
2. THE STREETS ARE HEREBY DEDICATED TO  
CORPORATION OF THE TOWN OF PELHAM  
PUBLIC HIGHWAYS.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

President  
I HAVE THE AUTHORITY TO BIND THE CORPORATION

WILLIAM A. MASCOE  
SURVEYING LTD.  
ST. CATHARINES, ONTARIO  
94 CHURCH STREET  
PHONE: 905-841-1007 FAX: 905-841-4424  
EMAIL: mascoe.surveying@shaw.ca  
DATE: MAY 27, 2002 FILE: 6662

METRIC NOTE  
DISTANCES SHOWN ON THIS  
PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET  
BY DIVIDING BY 0.3048

LEGAL DESCRIPTION  
SCHEDULE "A-1"

SCHEDULE "B"

SPECIAL PROVISIONS

1. The Developer shall carry out or cause to be carried out all stormwater management techniques and Works including re-vegetating all disturbed areas and maintaining erosion and sediment control to the satisfaction of the Town of Pelham, the Regional Niagara Planning Department and the Niagara Peninsula Conservation Authority (NPCA).
2. The Developer shall pay to the Town the sum of \$47,500.00 representing five percent (5%) payment of cash in lieu of parkland dedication based upon \$950,000.00. The said sum shall be paid by the Developer at the time of the execution of this Agreement and prior to the execution by the Corporation of the Town of Pelham.
3. The Developer shall construct, at its own expense, a 'limit of work fence' at a uniform distance of fifteen (15) metres from the easterly boundary of the lands, as illustrated on the Mitigation Plan (Schedule "F"), in order to aid in the retention of the stable woodland edge of the Rose Little Woodlot ESA. This 'limit of work fence' shall remain in place and be continually maintained on each lot until such time as a lot grading certificate is approved by the Director for each lot and the necessary sodding is complete.
4. The Developer shall ensure that the maintenance of machinery during construction occurs at a designated location away from ditches and wooded slopes.
5. The Development shall ensure that any limbs or roots of trees to be retained that are damaged during construction are pruned using appropriate arboricultural techniques.
6. The Developer acknowledges that the Region will not assign a servicing allocation for the Subdivision until the Plan is granted final approval for Registration.
7. All references to Blocks and Lots in this Agreement are to be the preliminary Plan of Subdivision (59M Plan) prepared by William A. Mascoe, under its File No. 6665 dated November 28, 2001.

SCHEDULE "C"

LANDS CONVEYED FOR PUBLIC PURPOSES

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense: Block 71 for municipal water and sanitary sewer purposes; Block 72 for stormwater management purposes; and Block 73 for 0.3 metre (1 foot) reserve.

All references to Blocks and Lots in this Agreement relate to the preliminary Plan of Subdivision (59M Plan) prepared by William A. Mascoe, under it File No. 6665 dated November 28, 2001.

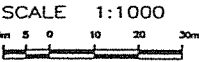
SCHEDULE "D"

EASEMENTS

The Developer shall convey, free and clear of all encumbrances and at its own expense, easements to the Corporation of the Town of Pelham, over, under and through Parts 1 and 2 for water and sanitary sewer servicing purposes and Parts 3 to 16, inclusive, as shown on the preliminary Reference Plan (59R Plan), prepared by William A. Mascoe, under its File No. 6994, dated February 26, 2002, for storm drainage purposes.

COMPILED PLAN OF

PART OF LOTS 6,7,19,20,24,25,29,30,32,33,46,47,49,50,55 AND 56  
REGISTERED PLAN 30M- (TIMBER CREEK ESTATES)  
TOWN OF PELHAM  
REGIONAL MUNICIPALITY OF NIAGARA



WILLIAM A. MASCOE  
ONTARIO LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:  
THIS PLAN IS AN ACCURATE COMPILATION  
BASED ON DATA DERIVED FROM TIMBER CREEK ESTATES  
SUBDIVISION, REGISTERED PLAN 30M-

2002  
DATE WILLIAM A. MASCOE  
ONTARIO LAND SURVEYOR

SCHEDULE

PART	PART OF LOT	P.I.N.	PERPENDICULAR WIDTH
1	32	PART OF P.I.N. 64072- (LT)	1.25
2	33		1.25
3	30		1.50
4	29		1.50
5	46		1.50
6	47		1.50
7	49		1.50
8	50		1.50
9	55		3.00
10	56		3.00
11	6		2.50
12	7		2.50
13	25		1.50
14	24		1.50
15	20		1.50
16	19		1.50

I REQUIRE THIS PLAN TO BE  
DEPOSITED UNDER THE LAND  
TITLES ACT.

2002  
DATE

WILLIAM A. MASCOE, O.L.S.

PLAN 59R-  
RECEIVED AND DEPOSITED

DATE

ASS'T DEP. LAND REGISTRAR  
FOR THE LAND TITLES DIVISION  
OF NIAGARA SOUTH (No.59)

LINE AVENUE

ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 176 AND 177 TOWNSHIP OF THOROLD

PART 2, PLAN 59R-5083

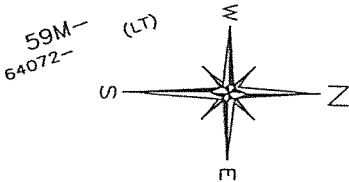
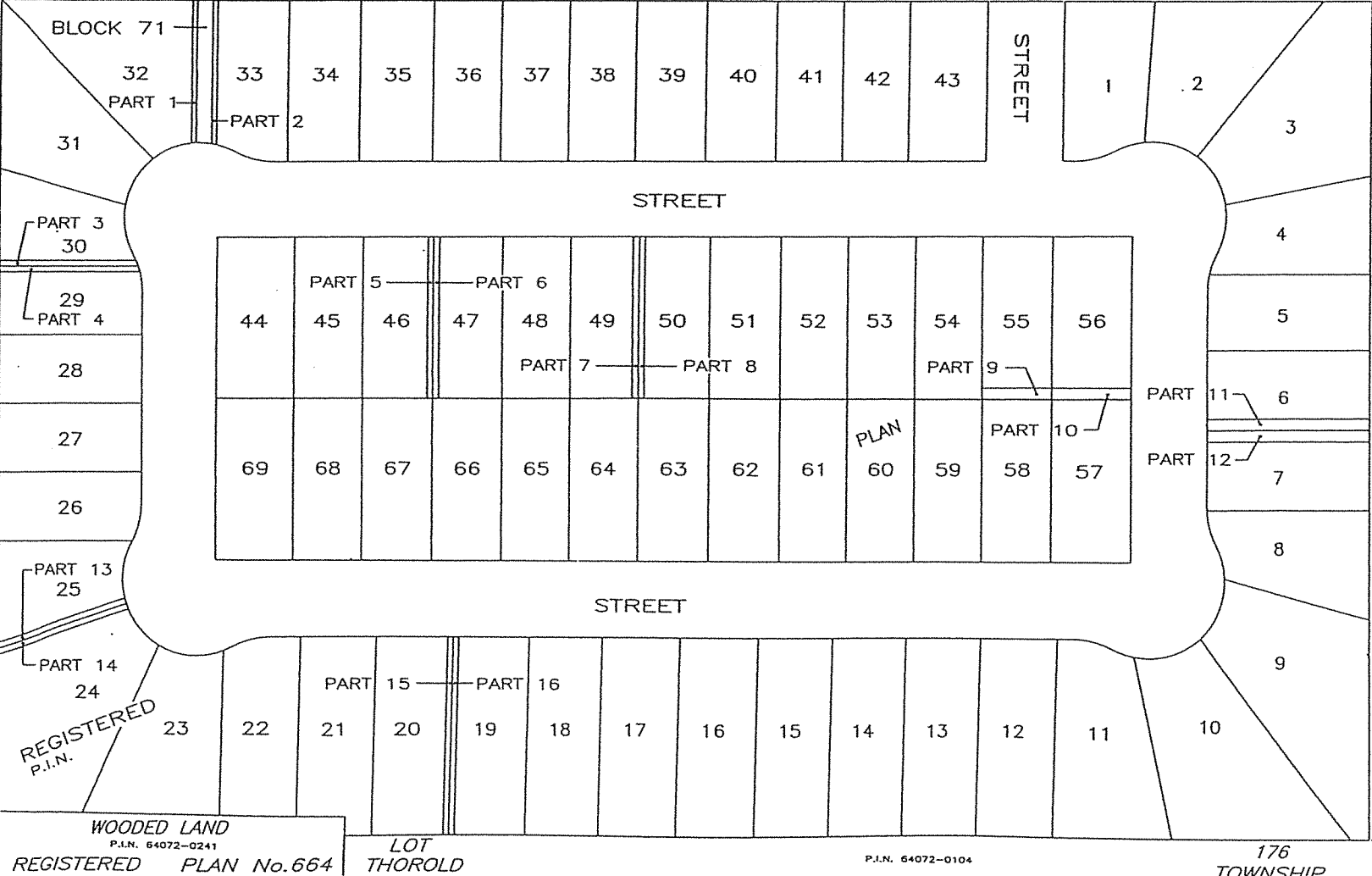
PART 3, PLAN 59R-5083  
SUBJECT TO EASEMENT AS  
IN INST. No. 530078

PART 4, PLAN 59R-5083

PART 5, PLAN 59R-5083  
SUBJECT TO EASEMENT AS  
IN INST. No. 519722

PART 2, PLAN 59R-11545

LOT 17  
REGISTERED  
LOT 16  
PLAN  
LOT 15  
PLAN  
LOT 14  
REGISTERED  
LOT 13  
No. 664



BLOCK 72

METRIC NOTE

DISTANCES SHOWN ON THIS  
PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET  
BY DIVIDING BY 0.3048

WILLIAM A. MASCOE  
SURVEYING LTD.  
94 CHURCH STREET  
ST.CATHARINES, ONTARIO

PHONE:905-641-1007 FAX:905-641-4424  
EMAIL: mascoe.surveying@on.abn.com  
DATE:FEB. 26, 2002 FILE:6994

SCHEDULE "D-1"  
EASEMENTS

- 30 -

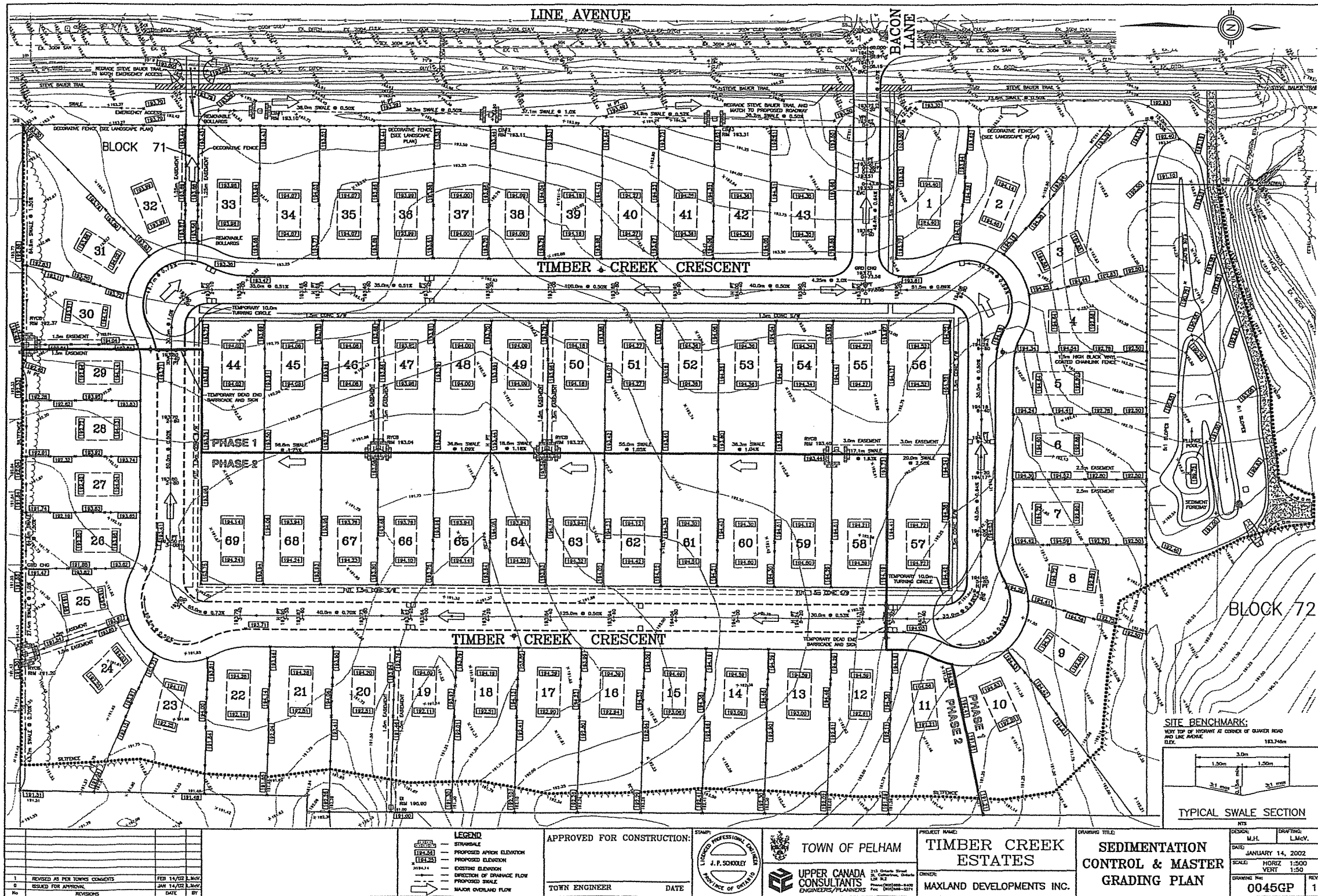
SCHEDULE "E"

SUBDIVISION GRADE CONTROL PLAN

All Lot grading shall be in general conformity with the Subdivision Grade Control Plan (identified as Sedimentation Control & Master Grading Plan, Drawing No. 0045GP) forming part of the subdivision design, as approved by the Director and attached hereto as Schedule "E-1".

SCHEDULE "E-1"

SUBDIVISION GRADE CONTROL PLAN



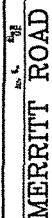


SCHEDULE "F"


MITIGATION PLAN


The Developer shall develop Block 72 and Steve Bauer Trail lands, adjacent to Line Avenue, in compliance with the Mitigation Planting Plan being Drawing No. L-1, prepared by Donald Martin Landscape Architect, and dated January 2002 and attached hereto as Schedule "F-1".


## MITIGATION PLAN



**LEGEND**

 PROPOSED DECIDUOUS TREE

 PROPOSED CONIFEROUS TREE

 ENVIRONMENTAL PROTECTION ZONE

**DONALD MARTIN  
LANDSCAPE  
ARCHITECT**

5026 Huron Street, N. W., Suite 1, Eden Prairie, Minnesota 55347, (612) 941-1000, fax (612) 941-1001

DATE: January 2002

SCALE: 1:750

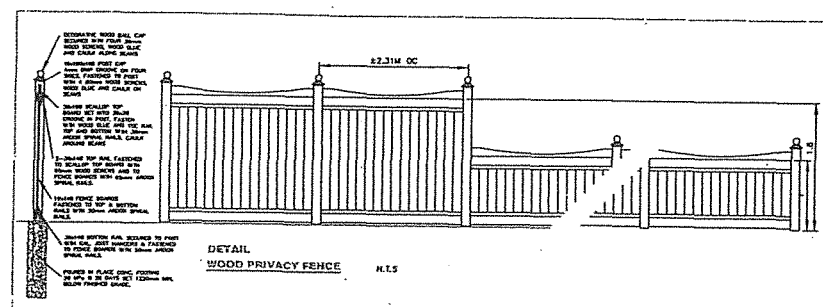
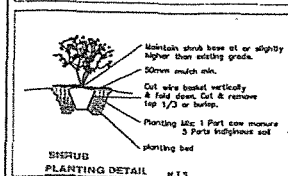
TITLE:

**MITIGATION PLAN**

No.	Rev
L - 11	1

SCALE: 1-100

PLANT SCHEDULE:				
KEY	BOTANICAL NAME	COMMON NAME	HTS.	SLD.
<b>TREES CONIFEROUS</b>				
LL	LARIX LARicina	LARCH	15	2000M
PS	Pinus "STROBUS"	WHITE PINE	42	2000M
<b>TREES DECIDUOUS</b>				
NR	ACER RUBRUM	RED MAPLE	3	800M CAL
NR	ACER RUBRUM "TANKERD"	RED SUNSET MAPLE	36	800M CAL
AS	ACER SACCHARIN	SUGAR MAPLE	22	800M CAL
FO	FAGUS GRANDIFOLIA	BEECH	3	500M CAL
FS	FAGUS SYLVATICA	EUROPEAN BEECH	24	500M CAL
FM	FRAXINUS PENNSYLVANICA "MARSHALLS SEEDLESS"	MARSHALLS SEEDLESS ASH	23	500M CAL
OK	QUERCUS RUBRA	RED OAK	14	500M CAL
<b>GROUND COVERS:</b>				
300	1/3 KENTUCKY BLUE GRASS MIX			ROLLS
SEED	1/3 80X WILDFLOWER MIX			HYDRO SEED
SEED	80X PERENNIAL RYE, 15X CHEWINGS RED FESCUE, 5X KENTUCKY BLUEGRASS			HYDRO SEED



SCHEDULE "G"

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Developer 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, relocate services/utilities at purchaser's expense, 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.

The Purchaser shall, within twelve (12) 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 twelve (12) 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 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 serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

SCHEDULE "G"

BUILDING RESTRICTIONS

(Continued)

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. 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.

SCHEDULE "H"

Timber Creek Estates  
Phase 1

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

**PRIMARY SERVICES**

Watermain and Services	\$ 74,400.	
Storm sewers, services and drainage swales	192,900.	
Stormwater Management: outlet and structures	47,100.	
Stormwater Management: fencing and landscaping	18,600.	
Sanitary Sewers and services	81,000.	
Storm and sanitary sewer TV inspections (preliminary)	5,250.	
Roadways (excluding surface asphalt)	156,300.	
Line Avenue fencing and landscaping	<u>66,250.</u>	\$641,800.

**SECONDARY SERVICES**

Surface asphalt (including MH adjustments)	\$ 27,000.	
Sidewalk construction	28,000.	
Driveway ramps	29,300.	
Grading and sodding of boulevards	24,300.	
Adjustment of water valves and curb boxes	9,750.	
Storm and sanitary sewer TV inspection (final)	5,250.	
Boulevard trees	10,750.	
Street lighting	<u>10,000.</u>	<u>\$144,350.</u>

<b>Subtotal Municipal Services</b>	\$786,000.	
Contingencies (5%)	39,300.	
Engineering and inspection (10%)	<u>78,600.</u>	<b>\$904,000.</b>
Goods and Services Tax @ 7%		<u>63,300.</u>

**TOTAL - CONSTRUCTION OF MUNICIPAL SERVICES** **\$967,200. (1)**

**20% PRIMARY AND 120% SECONDARY SERVICES** **\$371,000. (2)**

**TOWN ADMINISTRATION FEE** **\$37,000. (3)**

**CASH IN LIEU OF PARKLAND (Calculated @ 5% of \$950,000)** **\$47,500. (4)**

**STREET and TRAFFIC SIGNS (installed by Town)**

(a) 1 stop sign @ \$300	\$300.
(b) 1 street name sign @ \$300	\$300.
(c) 1 dead end sign @ \$300	\$300.
(d) GST @ 7%	\$63.

**TOTAL STREET and TRAFFIC SIGNS** **\$1,000. (5)**

**SUMMARY**

**A. LETTER OF CREDIT REQUIRED**

Total of (2) **\$371,000.**

**B. CASH PAYMENT REQUIRED**

Total of (3) + (4) + (5) **\$85,500.**

SCHEDULE "H - 1"

Timber Creek Estates  
Phase 2

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

**PRIMARY SERVICES**

Watermain and Services	\$ 38,500.	
Storm sewers, services and drainage swales	72,900.	
Sanitary Sewers and services	45,650.	
Storm and sanitary sewer TV inspections (preliminary)	2,900.	
Roadways (excluding surface asphalt)	<u>89,800.</u>	\$249,850.

**SECONDARY SERVICES**

Surface asphalt (including MH adjustments)	\$ 16,500.	
Sidewalk construction	20,150.	
Driveway ramps	23,250.	
Grading and sodding of boulevards	11,900.	
Adjustment of water valves and curb boxes	7,750.	
Storm and sanitary sewer TV inspection (final)	2,900.	
Boulevard trees	9,000.	
Street lighting	<u>10,000.</u>	<u>\$101,450.</u>

<b>Subtotal of Municipal Services</b>	\$351,300.	
Contingencies (5%)	17,550.	
Engineering and inspection (10%)	<u>35,100.</u>	<b>\$403,850.</b>
Goods and Services Tax @ 7%		<u>28,250.</u>

**TOTAL - CONSTRUCTION OF MUNICIPAL SERVICES** **\$432,000. (1)**

**20% PRIMARY AND 120% SECONDARY SERVICES** **\$211,000. (2)**

**TOWN ADMINISTRATION FEE (taken at Stage 1)** **Nil (3)**

**SUMMARY**

**A. LETTER OF CREDIT REQUIRED**

Total of (2) **\$211,000.**

**B. CASH PAYMENT REQUIRED**

Total of (3) **Nil**

FOR OFFICE USE ONLY

LT222465

CERTIFICATE OF RECEIPT  
RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

'02 SEP 12 PM 3 19

*RALPH BEAMER*

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages
(3) Property Identifier(s) 64072-0430 (LT)		Block Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document APPLICATION OF MUNICIPALITY FOR AN INHIBITING ORDER (Under Section 23 of the Land Titles Act)		
(5) Consideration Dollars \$		
(6) Description Lots 1 through 69 inclusive, Blocks 70, <del>71 and 72</del> , the <del>0.3 metre reserve namely Block 73</del> , and the street namely Timber Creek Crescent, Plan 59M- <u>298</u> Town of Pelham, Regional Municipality of Niagara.		
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>
		(b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

In the matter of a Plan of Subdivision of the above described lands prepared by William A. Mascoe, Ontario Land Surveyor, and dated September 10, 2002.

In support of the registration of the above mentioned Plan of Subdivision, the following is attached hereto:

Inhibiting Order of The Corporation of the Town of Pelham.

TO: The Director of Titles for the Land Titles Division of Niagara South

The undersigned, having an interest in the lands described in Box (6) above hereby request you, under Section 23 of the Land Titles Act, to issue an order or make an entry inhibiting any dealing with:

- (i) Lots 1 - 10, inclusive, Lots 30 - 57, inclusive and Block 70, Plan 59M- 298 until a Preliminary Completion Certificate for Primary Services has been issued for these Lots and Block;
- (ii) Lots 11 - 29, inclusive, and Lots 58 - 69, inclusive, Plan 59M- 298 until a Preliminary Completion Certificate for Primary Services has been issued for these Lots.

*save and except for the travel easements referred to on page 3.*

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

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

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE  
TOWN OF PELHAM

We have authority to bind the Corporation.

Per: *Ralph Beamer*  
Name: RALPH BEAMER  
Title: MAYOR

2002 09 11

Per: *Cheryl Miclette*  
Name: CHERYL MICLETTE  
Title: CLERK

2002 09 11

(11) Address  
for Service

20 Pelham Town Square, P. O. Box 400, Fonthill, Ontario, L0S 1E0

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

Name(s)

Signature(s)

Date of Signature  
Y M D

MAXLAND DEVELOPMENTS INC.

(Owner)

Per: *John DeLisio*  
Name: JOHN DeLisio, President  
I have authority to bind  
the Corporation

2002 09 10

(13) Address  
for Service

17 Dunbar Crescent, St. Catharines, Ontario, L2W 1A6

(14) Municipal Address of Property

Timber Creek Estates  
Pelham, Ontario

(15) Document Prepared by:

DANIEL, BLACK, HILL, TIDUS,  
DeLORENZO, SHEDDEN,  
DONOHUE & SHEPPARD LLP  
P. O. Box 24022, 39 Queen St.  
St. Catharines, Ontario, L2R 7P7  
CS/lg

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Timber Creek Estates

File #33286-RCS


Additional Property Identifier(s) and/or Other Information

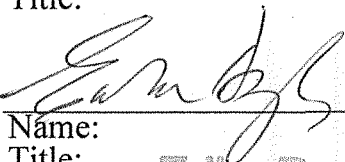
**CONSENT OF CHARGE/MORTGAGEE**

NIAGARA CREDIT UNION LIMITED, the Chargee/Mortgagee under a Charge/Mortgage registered as Instrument No. LT-188030 hereby consents to the registration of the Inhibiting Order.

DATED AT ST. CATHARINES, ONTARIO THIS 10 DAY OF SEPTEMBER, 2002.

NIAGARA CREDIT UNION LIMITED

Per:  **A. H. BROOKS**  
Name: Senior Manager  
Title: Commercial Credit

Per:   
Name: **Erika Dyck**  
Title: Loan Securities Officer



# SCHEDULE

## APPLICATION BY THE CORPORATION OF THE TOWN OF PELHAM FOR AN INHIBITING ORDER

I, **CHERYL MICLETTE**, Clerk of The Corporation of the Town of Pelham, hereby certify that:

MAXLAND DEVELOPMENTS INC., the registered owner of the land registered in the Land Registry Office for the Land Titles Division of Niagara South (No. 59) as PIN 64072-0430 (LT), in the Town of Pelham, being the lands laid out by a Plan of Subdivision, dated the *10<sup>th</sup>* day of *September*, 2002, prepared by William A. Moscoe Surveying Ltd., Ontario Land Surveyor, has not executed and is not under any obligation to execute any Transfer of Land or Transfer of Easement or any agreement affecting the title to the said land in favour of The Corporation of the Town of Pelham, which has not been registered at the date hereby except for the following:

### TRANSFERS AND AGREEMENTS

### LOTS AND BLOCKS

Transfer of Easement in favour of The Corporation of the Town of Pelham for storm sewers

Lots 6, 7, 19, 20, 24, 25, 29, 30, 46, 47, 49, 50, 55 and 56 and Block 70, Plan 59M-298

Transfer of Easement in favour of the Corporation of the Town of Pelham for water and sanitary sewers

Lots 32 and 33, Plan 59M-298

Postponement agreement by Niagara Credit Union Limited postponing Charge No. LT-188030 in favour of above-mentioned easements and subdivision agreement

Lots 1 - 69, inclusive, Plan 59M-298

~~Preliminary Completion Certificate for Primary Services for Stage 1 as provided for in subdivision agreement registered as Instrument No. LT-~~

~~Lots 1 - 10, inclusive, Lots 30 - 57, inclusive, and Block 70, Plan 59M-~~

~~Preliminary Completion Certificate for Primary Services for Stage 2 as provided for in subdivision agreement registered as Instrument No. LT-~~

~~Lots 11 - 29, inclusive, Lots 58 - 69, inclusive, Plan 59M-~~

AND as to the lots mentioned above, I HEREBY REQUEST you to issue an Order or make an entry under Section 23 of the Land Titles Act inhibiting any dealing with those lots until the instruments mentioned above have been registered.

DATED at Fonthill, Ontario this *11<sup>th</sup>* day of September, 2002.

THE CORPORATION OF THE TOWN OF PELHAM

PER: *Cheryl Miclette*  
CHERYL MICLETTE - CLERK

FOR OFFICE USE ONLY	LT 222466 CERTIFICATE OF RECEIPT RECEIVED NIAGARA SOUTH/SUD (59) WELLAND 02 SEP 12 PM 3 19 R. DeLisio	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 2 pages	
		(3) Property Identifier(s) Block Property 64072-0430 (LT)	Additional: See Schedule <input type="checkbox"/>	
		(4) Consideration ONE Dollars \$ 1.00		
		(5) Description This is a: Property Division <input checked="" type="checkbox"/> Property Consolidation <input type="checkbox"/> Blocks 71, 72 and 73 on Plan 59M-298 Town of Pelham, Regional Municipality of Niagara.		
		New Property Identifiers Executions Additional: See Schedule <input type="checkbox"/>		
(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 type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple
(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) MAXLAND DEVELOPMENTS INC.		Signature(s) Per: John DeLisio Name: John DeLisio Title: President		Date of Signature Y M D 2002 09 10
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 17 Dunbar Crescent, St. Catharines, Ontario, L2W 1A6				
(11) Transferee(s)				
THE CORPORATION OF THE TOWN OF PELHAM		Date of Birth Y M D		
(12) Transferee(s) Address for Service 20 Pelham Town Square, P. O. Bxo 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) 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. Par. Not assessed				
(16) Municipal Address of Property Timber Creek Estates Pelham, Ontario				
(17) Document Prepared by: DANIEL, BLACK, HILL, THIDUS, DeLORENZO, SHEDDEN, DONOHUE & SHEPPARD LLP P.O. Box 24022, 39 Queen Street St. Catharines, Ontario L2R 7P7 CS/lg				
Fees and Tax				
Registration Fee				
Land Transfer Tax				
Total				



FOR OFFICE USE ONLY

LT222467

CERTIFICATE OF RECEIPT  
RECEPISSE

NIAGARA SOUTH/500 (59)WELLAND

02 SEP 12 PM 3:20

*RA [Signature]*

New Property Identifiers

Additional:  
See  
Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional:  
See  
Schedule ☐

(4) Description  
Blocks 71, 72 and ~~73~~,  
Plan 59M- 298  
Town of Pelham,  
Regional Municipality of Niagara.

(5) Charge to be Discharged

Registration Number  
LT-188030

Date of Registration  
Y M D  
2001 07 31

(6) This is a  
Complete Discharge ☐ Partial Discharge ☒ Final Partial Discharge ☐

(7) Description (cont'd.), Recitals, Assignments

This partial discharge does not contravene Section 50 of the Planning Act.

Continued on Schedule ☐

(8) Chargee(s) I am the person entitled by law to grant the discharge and this charge is hereby discharged as to the land described herein.

Name(s)  
NIAGARA CREDIT UNION LIMITED

Signature(s)  
*[Signature]*  
Per: A. H. BROOKS  
Name: Senior Manager  
Title: Commercial Credit

Date of Signature  
Y M D  
2002 09 10

We have authority to bind the Corporation.

*[Signature]*  
Per: Erika Dyck  
Name: Loan Securities Officer  
Title:

Date of Signature  
Y M D  
2002 09 10

Additional:  
See Schedule ☐

(9) Chargee(s) Address for Service  
531 Lake St.  
St. Catharines, Ontario  
L2N 4C3

(10) Document Prepared by:  
DANIEL, BLACK, HILL, THIDUS,  
DeLORENZO, SHEDDEN,  
DONOHUE & SHEPPARD LLP  
P.O. Box 24022, 39 Queen Street  
St.Catharines, Ontario L2R 7P7  
CS/lg

FOR OFFICE USE ONLY

Fees

Registration Fee	
Total	

FOR OFFICE USE ONLY

L1222892

CERTIFICATE OF RECEIPT  
RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

02 SEP 18 AM 3:42

R. DeLisio

New Property Identifiers

Executions

Additional:  
See  
Schedule

Additional:  
See  
Schedule

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 5 pages

(3) Property Identifier(s)

Block

Property

Firstly:  
Secondly:

64072-0430(4)

Additional:  
See  
Schedule ☐

(4) Consideration

Transfer of Easement to a Municipality

ONE Dollars \$ 1.00

(5) Description

This is a: Property  
Division ☐

Property  
Consolidation ☐

Firstly:

Part of Lot 32, Plan 59M- 298,  
Town of Pelham, Regional Municipality of Niagara  
Designated as Part 1 on Plan 59R- 11843

Secondly:

Part of Lot 33, Plan 59M- 298,  
Town of Pelham, Regional Municipality of Niagara  
Designated as Part 2 on Plan 59R- 11843

(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) DEVELOPMENTS  
MAXLAND DEVELOPMENTS INC.

Signature(s)

Per:

Name: John DeLisio

Title: President

Date of Signature  
Y M D

2002 09 10

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

17 Dunbar Crescent, St. Catharines, Ontario, L2W 1A6

(11) Transferee(s)

THE CORPORATION OF  
THE TOWN OF PELHAM

Date of Birth  
Y M D

(12) Transferee(s) Address  
for Service

20 Pelham Town Square, 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

Date of Signature

Y M D

Y M D

Signature

Signature

Solicitor for Transferor(s) 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 Assessed

(16) Municipal Address of Property

Timber Creek Estates  
Pelham, Ontario

(17) Document Prepared by:

DANIEL, BLACK, HILL, THIDUS,  
DeLORENZO, SHEDDEN  
DONOHUE & SHEPPARD LLP  
P.O. Box 24022, 39 Queen Street  
St. Catharines, Ontario L2R 7P7  
CS/lg

Fees and Tax

Registration Fee

Land Transfer Tax

Total

Timber Creek Estates

File #33286-RCS


Additional Property Identifier(s) and/or Other Information

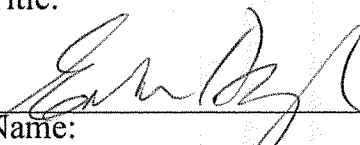
**CONSENT OF CHARGE/MORTGAGEE**

NIAGARA CREDIT UNION LIMITED, the Chargee/Mortgagee under a Charge/Mortgage registered as Instrument No. LT-188030 hereby consents to the registration of the Transfer of Easement.

DATED AT ST. CATHARINES, ONTARIO THIS 10 DAY OF SEPTEMBER, 2002.

NIAGARA CREDIT UNION LIMITED

Per:  **A. H. BROOKS**  
Senior Manager  
Commercial Credit  
Name:  
Title:

Per:  **Erika Dyck**  
Loan Securities Officer  
Name:  
Title:

### Schedule "A"

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 water and sanitary sewer services 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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.



Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Lots 32 and 33, Plan 59M- 298  
designated as Parts 1 and 2 on Plan 59R- 11843, Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) MAXLAND DEVELOPMENTS 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) R. 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 authorized to act for (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 . . . . . \$ 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 from Transferor to Transferee pursuant to subdivision agreement.

6. If the consideration is nominal, is the land subject to any encumbrance? no

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

Sworn before me at the City of Welland  
in the Regional Municipality of Niagara  
this 11th day of September 2002

A Commissioner for taking Affidavits, etc.

R. BRUCE SMITH  
signature(s)

Property Information Record

- A. Describe nature of instrument: Transfer/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) P. O. Box 400, Fonthill, Ontario, L0S 1E0  
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  
LANCASTER BROOKS & WELCH  
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

LT 222893

CERTIFICATE OF RECEIPT

RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

SEP 18 AM 9 43

New Property Identifiers

Executions

Additional: See Schedule

Additional: See Schedule

(1) Registry

Land Titles

(2) Page 1 of 6 pages

(3) Property Identifier(s)

Block

Property

(LT)

Additional: See Schedule

(4) Consideration

Transfer of Easement to a Municipality

ONE Dollars \$ 1.00

(5) Description

This is a: Property Division

Property Consolidation

Part of Lots 6, 7, 19, 20, 24, 25, 29, 30, 46, 47, 49, 50, 55 and 56 and Part of Block 70, Plan 59M- 298 Town of Pelham, Regional Municipality of Niagara

Designated as Parts 3 through 17 inclusive on Plan 59R- 11843

(6) This Document Contains

(a) Redescription New Easement Plan/Sketch

(b) Schedule for:

Description

Additional Parties

Other

(7) Interest/Estate Transferred 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) DEVELOPMENTS MAXLAND DEVELOPMENTS INC.

Signature(s) Per: John DeLisio Title: President

Date of Signature Y M D 2002 09 10

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

17 Dunbar Crescent, St. Catharines, Ontario, L2W 1A6

(11) Transferee(s)

THE CORPORATION OF THE TOWN OF PELHAM

Date of Birth Y M D

(12) Transferee(s) Address for Service

20 Pelham Town Square, 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) 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 Assessed

(16) Municipal Address of Property

Timber Creek Estates Pelham, Ontario

(17) Document Prepared by:

DANIEL, BLACK, HILL, THIDUS, DeLORENZO, SHEDDEN DONOHUE & SHEPPARD LLP P.O. Box 24022, 39 Queen Street St.Catharines, Ontario L2R 7P7 CS/lg

Fees and Tax

Registration Fee Land Transfer Tax

Total

Timber Creek Estates

File #33286-RCS


Additional Property Identifier(s) and/or Other Information

CONSENT OF CHARGE/MORTGAGEE

NIAGARA CREDIT UNION LIMITED, the Chargee/Mortgagee under a Charge/Mortgage registered as Instrument No. LT-188030 hereby consents to the registration of the Transfer of Easement.

DATED AT ST. CATHARINES, ONTARIO THIS 10 DAY OF SEPTEMBER, 2002.

NIAGARA CREDIT UNION LIMITED

Per:  A. H. BROOKS  
Name: Senior Manager  
Title: Commercial Credit

Per:   
Name:  
Title:

Timber Creek Estates

File #33286-RCS

Additional Property Identifier(s) and/or Other Information

CORRELATION OF LOTS ON PLAN 59M- 298 TO PARTS ON PLAN 59R- 11843 AND SCHEDULE FOR PIN NUMBERS

LOT ON PLAN 59M- 298 PART ON PLAN 59R- 11843

PIN # 64072-0430(LT)

Lot 6	Part 11
Lot 7	Part 12
Lot 19	Part 16
Lot 20	Part 15
Lot 24	Part 14
Lot 25	Part 13
Lot 29	Part 4
Lot 30	Part 3
Lot 46	Part 5
Lot 47	Part 6
Lot 49	Part 7
Lot 50	Part 8
Lot 55	Part 9
Lot 56	Part 10
Block 70	Part 17

FOR OFFICE USE ONLY

### Schedule "A"

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 storm sewer services 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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Lots 6, 7, 19, 20, 24, 25, 29, 30, 46, 47, 49, 50, 55 and 56 and Part of Block 70, Plan 59M- 296 designated as Parts 3 - 17, Plan 59R- 11843, Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) MAXLAND DEVELOPMENTS 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) R. 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 authorized to act for (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)(j) 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

(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 from Transferor to Transferee pursuant to subdivision agreement.

6. If the consideration is nominal, is the land subject to any encumbrance? no

7. Other remarks and explanations, if necessary. n/a
- Sworn before me at the City of Welland in the Regional Municipality of Niagara this 11th day of September 2002

A Commissioner for taking Affidavits, etc.

R. BRUCE SMITH signature(s)
- Property Information Record

A. Describe nature of instrument: Transfer/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) P. O. Box 400, Fonthill, Ontario, L0S 1E0

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 LANCASTER BROOKS & WELCH 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).

0449D (90-09)

FOR OFFICE USE ONLY

LT 222894

CERTIFICATE OF RECEIPT  
RECEPISSE  
NIAGARA SOUTH / SUD (59)WELLAND

02 SEP 18 AM 9 43

*R. H. Higgins*

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 1 pages

(3) Property Identifier(s)

Block

Property

64072-0430 (LT)

Additional:  
See  
Schedule ☐

(4) Nature of Document

POSTPONEMENT OF MORTGAGE

(5) Consideration

Dollars \$

(6) Description

Lots 1 through 69 inclusive, Blocks 70, 71 and 72,  
the 0.3 metre reserve namely Block 73,  
and the street namely Timber Creek Crescent,  
Plan 59M- 298 ,  
Town of Pelham, Regional Municipality of Niagara.

(7) This

Document  
Contains:

(a) Redescription

New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional  
Parties ☐ Other ☐

(8) This Document provides as follows:

NIAGARA CREDIT UNION LIMITED, the registered owner of Mortgage No. LT-188030 registered on July 31, 2001, mortgaging the above described lands, hereby postpones the said Mortgage to the Subdivision Agreement registered as Instrument No. LT-222464 on September 12, 2002 in favour of The Corporation of the Town of Pelham, and postpones the said Mortgage to easements registered as Instrument Nos. LT-222892 and LT-222893 on September 18, 2002 in favour of The Corporation of the Town of Pelham.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

LT-188030 postponed to LT-222464, LT-222892 and LT-222893

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

Name(s)

NIAGARA CREDIT UNION LIMITED

We have authority to bind the Corporation.

Signature(s)

Per:

Name:

Title:

A. H. BROOKS  
Senior Manager  
Commercial Credit

Date of Signature  
Y M D

2002 09 10

Per:

Name:

Title:

Erika Dyck  
Loan Securities Officer

2002 09 10

(11) Address  
for Service

531 Lake St., St. Catharines, Ontario, L2N 4C3

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

Name(s)

THE CORPORATION OF THE  
TOWN OF PELHAM

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

20 Pelham Town Square, P. O. Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property

Timber Creek Estates  
Pelham, Ontario

(15) Document Prepared by:

DANIEL, BLACK, HILL, THIDUS,  
DeLORENZO, SHEDDEN,  
DONOHUE & SHEPPARD LLP  
P.O. Box 24022, 39 Queen Street  
St. Catharines, Ontario L2R 7P7  
CS/lg

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total





FOR OFFICE USE ONLY

LT 225119

CERTIFICATE OF RECEIPT  
RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

'02 OCT 10 AM 11 15

RAJ

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 2 pages

(3) Property Identifier(s) 64072-0431 (LT) Block Property Additional:  
See  
Schedule ☒

(4) Nature of Document PARTIAL  
APPLICATION BY A MUNICIPALITY FOR RELEASE OF AN  
INHIBITING ORDER (SECTION 75 OF THE LAND TITLES ACT)

(5) Consideration  
Dollars \$

(6) Description  
Lots 1 - 10, inclusive, Lots 30 - 57, inclusive, and Block 70, Plan  
59M-298, Town of Pelham, Regional Municipality of Niagara.

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

(8) This Document provides as follows:

TO: The Land Registrar for the Land Titles Division of Niagara South (No. 59)

I, CHERYL MICLETTE, Clerk of The Corporation of the Town of Pelham, hereby apply under section 75 of the Land Titles Act to have the register for those lots and block and PINs as noted on the attached schedule amended by entering thereon a release of the Inhibiting Order which was registered as No. LT-222465 against those lots and block described in box (6).

The evidence in support of this application consists of the consent of The Corporation of the Town of Pelham.

I, CHERYL MICLETTE, Clerk of The Corporation of the Town of Pelham, hereby state that the Inhibiting Order registered as instrument No. LT-222465 with respect to the lots and block in box (6) has been satisfied and The Corporation of the Town of Pelham hereby consents to the Release of that Inhibiting Order as it applies to those lots and block only. This consent is not to be construed to be a complete cessation of the said Inhibiting Order, as such Inhibiting Order shall continue in full force and effect against the remaining lots as set out in said Inhibiting Order and this consent is only applicable to those lots and block as described in box (6).

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
LT-222465 - Inhibiting Order

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE CORPORATION OF THE TOWN OF PELHAM	PER: Cheryl Miclette	2002 10 09
	CHERYL MICLETTE - CLERK	

(11) Address for Service	P. O. Box 400, Fonthill, Ontario, L0S 1E0
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(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D

(13) Address for Service	
--------------------------	--

(14) Municipal Address of Property NOT ASSIGNED	(15) Document Prepared by: R. Bruce Smith LANCASTER BROOKS & WELCH 247 East Main Street Welland, Ontario L3B 3X1	FOR OFFICE USE ONLY	Fees and Tax
			Registration Fee
			Total

## SCHEDULE

LOT/BLOCK	PIN
1	64072-0431
2	64072-0432
3	64072-0433
4	64072-0434
5	64072-0435
6	64072-0436
7	64072-0437
8	64072-0438
9	64072-0439
10	64072-0440
30	64072-0460
31	64072-0461
32	64072-0462
33	64072-0463
34	64072-0464
35	64072-0465
36	64072-0466
37	64072-0467
38	64072-0468
39	64072-0469
40	64072-0470
41	64072-0471
42	64072-0472
43	64072-0473
44	64072-0474
45	64072-0475
46	64072-0476
47	64072-0477
48	64072-0478
49	64072-0479
50	64072-0480
51	64072-0481
52	64072-0482
53	64072-0483
54	64072-0484
55	64072-0485
56	64072-0486
57	64072-0487
70	64072-0500