

SCHEDULE "A"

LEGAL DESCRIPTION

Lots 1 to 30, inclusive, Blocks 31 to 36, inclusive and Timmsdale Crescent, Registered Plan No. 59M-317, Town of Pelham, Regional Municipality of Niagara.

The described lands being all of PIN 64034-0380 (LT)

LEGAL DESCRIPTION

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. Building Permits for Block 31 shall require a separate Site Plan Agreement with the Town, satisfactory to the Director, the Town's Director of Planning Services and the Town's Chief Building Official, pursuant to Section 41 of the *Planning Act*, R.S.O. 1990 and Section 5.7 of the Town's Official Plan.
3. The Developer acknowledges that the Region will not assign a servicing allocation for the Subdivision until the Plan is granted final approval for Registration.
4. All references to Blocks and Lots in this Agreement are to be the preliminary Plan of Subdivision (59M Plan) prepared by Alex Maleszyk, O.L.S., under File No. 03-21, dated 2003.
5. The Developer shall make arrangements satisfactory to Bell Canada, Enbridge Consumers Gas and other private utilities and the Town of Pelham for the provision of underground Utility Services, internal and external to this Subdivision.
6. The Developer shall insert the following warning clause in all offers and agreements of purchase and sale with respect to Lots 8 to 14, inclusive:

Purchasers are advised that activities associated with the agricultural use of designated agricultural lands to the south may occasionally interfere with the activities of the dwelling occupants (e.g. due to noise from bird bangers, spraying, dust, etc.)

7. The Developer shall provide clear notice in all offers of purchase and sale for Lots 18, 19, 20 and Block 31 advising that no structural development, including but not limited to, storage sheds, garages, pool houses, swimming pools, decks, gazebos, etc. be permitted within 7.5 metres setback from the top of the bank of the Coyle Creek Valley, as identified on the Subdivision Grade Control Plan for the Subdivision.
8. The Developer shall provide clear notice in all offers of purchase and sale for Lots 7 to 20, inclusive, and Block 31, advising prospective lot owners not to place or dump any material of any kind, including but not limited to, fill material, grass clippings, yard waste, etc. on the valley slope, and to maintain the natural grade of the valley slope.

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 32 for conservation purposes.

The Developer shall transfer title to the Region, free and clear of all encumbrances and at its own expense, Block 33 for 0.3 metre (1 foot) reserve.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Blocks 34 and 35 for 0.3 metre (1 foot) reserve.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Blocks 36 for stormwater management purposes.

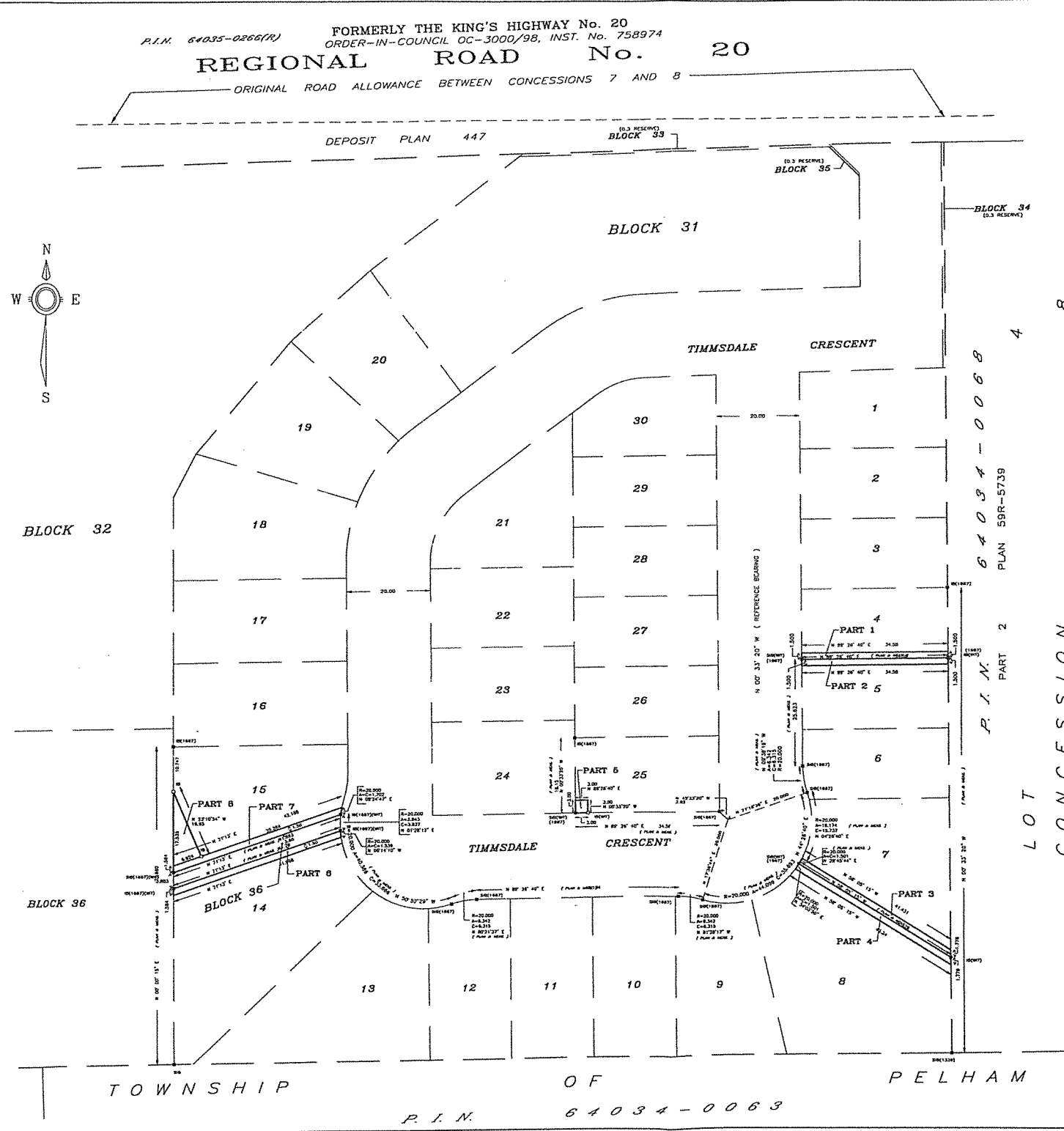
All references to Blocks and Lots in this Agreement relate to the preliminary Plan of Subdivision (59M Plan) prepared by Alex Maleszyk, O.L.S., under File No. 03-1 dated 2003.

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, 2, 3, 4, 5 and 8, as shown on the preliminary Reference Plan (59R Plan), prepared by Alex Maleszyk, O.L.S., and under its File No. 03-26, dated 2003, for stormwater drainage purposes.

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 6 and 7, as shown on the preliminary Reference Plan (59R Plan), prepared by Alex Maleszyk, O.L.S., under its File No. 03-26, dated 2003, for utility purposes.



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

DATE: _____

ALEX MALESZYK O.L.S.

PLAN 59 R-

RECEIVED AND DEPOSITED

DATE: _____

DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH(59)

PARTS 1 TO 6 (INCLUSIVE) COMPRISES PART OF P.I.N. 64034- (L1)

SCHEDULE

PART	AREA	LOCATION	P.I.N.
1	51.87 SQ. M.	PART OF LOT 4, PLAN 59M- TOWN OF PELHAM	PART OF P.I.N. 64034-
2	51.87 SQ. M.	PART OF LOT 5, PLAN 59M- TOWN OF PELHAM	
3	52.81 SQ. M.	PART OF LOT 7, PLAN 59M- TOWN OF PELHAM	
4	64.24 SQ. M.	PART OF LOT 8, PLAN 59M- TOWN OF PELHAM	
5	9.0 SQ. M.	PART OF LOT 25, PLAN 59M- TOWN OF PELHAM	
6	62.8 SQ. M.	PART OF LOT 14, PLAN 59M- TOWN OF PELHAM	
7	63.0 SQ. M.	PART OF LOT 15, PLAN 59M- TOWN OF PELHAM	
8	57.5 SQ. M.	TOWN OF PELHAM	

PLAN OF SURVEY OF
PART OF LOTS 4, 5, 7, 8, 14, 15 AND 25,
PLAN 59M-
IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE: 1 : 500
10 5 4 2 0 10 20 30 METRES
ALEX MALESZYK O.L.S.
2003

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

LEGEND
B DENOTES SURVEY MONUMENT BOUND
O DENOTES SURVEY MONUMENT SET
S DENOTES STANDARD IRON BAR
S99 DENOTES SHORT STANDARD IRON BAR
B DENOTES IRON BAR
T DENOTES IRON TUBE
B DENOTES IRON ROD OR BAR
CC DENOTES CUP CROSS
W DENOTES WIRELESS
PLAN DENOTES PLAN 59M-
1462 DENOTES A. MALESZYK O.L.S.
1339 DENOTES W.A. MASCOE O.L.S.

BEARING NOTE
BEARINGS ARE ASTROMONIC AND ARE REFERRED TO THE EASTERLY LIMIT OF TIMMSDALE CRESCENT, AS SHOWN ON PLAN 59M- HAVING A BEARING OF N 00°33'20" W

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ IN _____ DAY OF _____ 20 03
DATE: _____
ALEX MALESZYK
ONTARIO LAND SURVEYOR

SUDA & MALESZYK SURVEYING INC.
ONTARIO LAND SURVEYORS
26 EAST MAIN STREET, SUITE 2
WELLAND, ONTARIO L3B 3W3
TEL: (905) 732-7651 FAX: (905) 732-7650
FILE NO: 00-28 JOB NO: 31564

SCHEDULE "D-1"
EASEMENTS

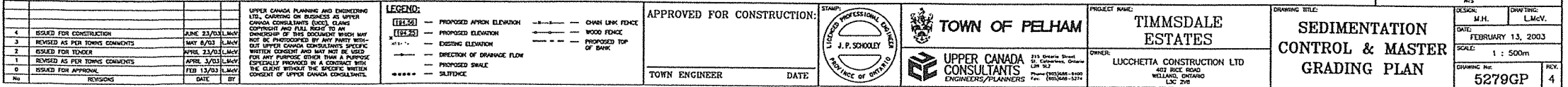
- 30 -

SCHEDULE "E"

SUBDIVISION GRADE CONTROL PLAN

All Lot grading shall be in general conformity with the Subdivision Grade Control Plan forming part of the subdivision design, as approved by the Director and attached hereto as Schedule "E-1".

SUBDIVISION GRADE CONTROL PLAN



SCHEDULE "F"

LANDSCAPE PLAN

The Developer shall develop the Lands in compliance with the Landscape Planting Plan being Drawing No. L1, prepared by Paula Berketo, Landscape Architect, dated March 27, 2003, and attached hereto as Schedule "F-1".

Technical drawing of a decorative privacy fence, showing elevation and cross-section views with dimensions and material specifications.

Dimensions:

- Overall width: 2500
- Overall height: 1800
- Post spacing: 100
- Post diameter: 75
- Board height: 50
- Board thickness: 10
- Base width: 300
- Base height: 100
- Base depth: 150

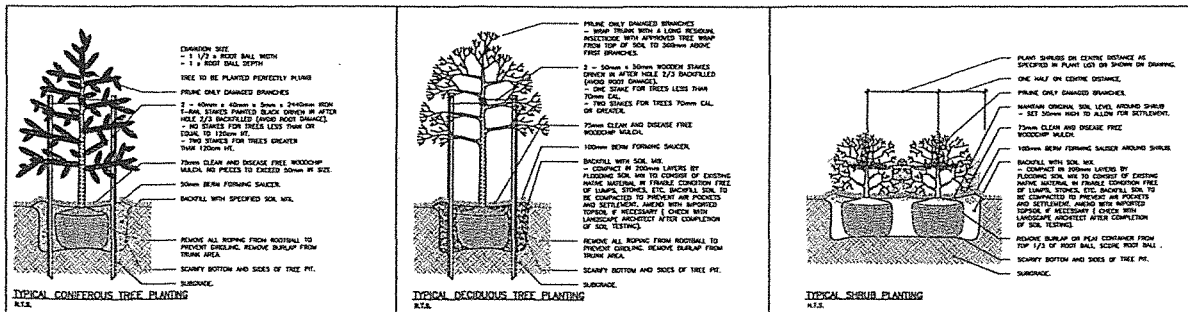
Material Specifications:

- WOOD POST CAP
- 38mm x 138mm WOOD CAP LAID FLAT
- 38mm x 89mm WOOD STRINGER ATTACHED TO FENCE BOARDS AND POSTS PLACED ON BOTH SIDES OF FENCE
- 38mm x 89mm WOOD FENCE BOARD BUTT JOINT, LAID OUT FROM CENTER OF POSTS
- 89mm x 89mm WOOD FENCE POST 2450mm ON CENTER
- 38mm x 89mm WOOD CROSS STRINGER ATTACHED TO FENCE BOARDS AND POSTS PLACED ON BOTH SIDES OF FENCE
- CONCRETE FOOTING TO EXTEND TO 1500mm OR TO STABLE GROUND
- COMPACTED SUBGRADE
- 100mm DEPTH CLEAR STONE

Scale: 1:25

PLANTING NOTES.

1. ALL PLANTING WORK TO BE DONE IN ACCORDANCE WITH SPECIFICATIONS AND DETAILS ADAPTING THEM TO THIS DESIGN. NO CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT TREES, UTILITIES, ROADS AND FEATURES AND SHALL HAVE THE FULL COST OF REPAIR OR REPLACEMENT IF DAMAGED.
3. PLANT MATERIAL LISTED IN THE PLANT LIST ARE MINIMUM SPECIES, MATURED GROWN AND UNIFORM SIZE. ALL TREES TO BE PLANTED WITHIN THE SPECIFIED SPACES.
4. ALL PLANTING SHALL CONFORM TO THE CURRENT STANDARDS AND PRACTICES OF THE CANADIAN NURSERY TRADERS ASSOCIATION.
5. ANY TREE OR SHRUB WHICH COMES OVER OR UNDER ANY UTILITY WILL BE REDUCED AT THE CONTRACTOR'S OWNERS RISK AND WITHOUT NOTICE. NOTE LOCATIONS OF ALL SUBSURFACE UTILITIES.
6. CHECK ALL LOCATIONS OF ABOVE AND BELOW GROUND UTILITIES AND ASSURE NO INTERFERENCE WITH PLANTING.
7. ALL PLANTED AREAS SHALL BE FREE OF WEEDS. REMOVE ROCKS, ROOTS, DEBRIS OR LUMPS OF SOIL DEEPER THAN 10 CM.
8. WEED ALL PLANTING BEDS AND TREE WELLS AS PER PLANTING DETAIL. MULCH SHALL BE A SPECIFIED HARDWOOD MULCH WITH NO PINES EXCEEDING 50 MM IN LENGTH. MULCH TO MINIMUM 10 CM.
9. MAINT. GOOD ALL DAMAGE AND SOO ALL OPEN LUMP AREAS AS INDICATED ON DRAWING.
10. REFER TO ARCHITECTURAL PLANS FOR REMOVALS.
11. ALL PLANTING BEDS TO BE FINISHED ELEVATION (INCLUDING MULCH) OF 2.5 CM HIGHER THAN FINISHED ELEVATION OF SUBSURFACE SLAB (PAV, WALKS, ETC.). EXPOSE PLANTING SOIL HAS BEEN WELL WATERED IN TO FILLER ARE POCKETS AND REDUCE FUTURE SINKING.
12. THIS PLAN TO BE READ IN CONJUNCTION WITH ARCHITECTURAL AND SITE SERVING PLAN.
13. SOIL MAY BE TO BE TWO PARTS ON SITE TOPSOIL, ONE PART WELL-ROTATED MANURE, ONE PART WOOD CHIPS.



3	ALTERATIONS PLANTING	03-05-13	PJB	
2	PUMPING STATION ALTERATIONS PLANTING	03-05-02	PJB	
1	NATIVE TREES, REMOVE TREES ON PRIVATE PROPERTY	03-03-25	PJB	
No	REVISIONS	DATE	BY	

PAULA BERKETO
LANDSCAPE ARCHITECT
1237 DOLLING ACRE DRIVE
NIMNICK, ONTARIO
L7A 1S6
905 704 2177 FAX 905 354 2788 E MAIL: paula@paula.ca
2005 FLS 04-PAULA

APPROVED FOR CONSTRUCTION:

TOWN ENGINEER

DATE _____



TOWN OF PELHAM



**UPPER CANADA
CONSULTANTS**
ENGINEERS/PLANNERS

PROJECT NAME:

TIMMSDALE
ESTATES

OWNER	
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SCHETTA CONSTRUCTION LTD
402 RICE ROAD
WELLAND, ONTARIO
L3C 2Y8

DRAWING TITLE:

LANDSCAPE PLAN

DESIGN:	DRAFTING:
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P.J.B.	B.O.
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DATE: MARCH 27, 2003

SCALE:

1:750

DRAWING No: 1

11

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 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 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.

SCHEDULE "G"

BUILDING RESTRICTIONS

(Continued)

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.

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"

Timmsdale Estates

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

PRIMARY SERVICES

Watermain and Services	\$ 62,000.00
Storm sewers, services and drainage swales	129,000.00
Stormwater Management: outlet and structures	34,000.00
Sanitary sewers and services & pumping station	268,000.00
Storm and sanitary sewer TV inspections (preliminary)	10,000.00
Roadways (excluding surface asphalt)	141,000.00
Reg. Road #20 improvements	52,000.00

SECONDARY SERVICES

Driveway ramps 39 @ \$750 each	29,000.00
Storm & sanitary sewer TV inspections (final acceptance)	10,000.00
Adjustment of water valves and curb boxes	10,000.00
Surface asphalt	33,000.00
Concrete sidewalks	34,000.00
Grading and sodding boulevards	11,000.00
Fencing and landscaping	57,000.00
Boulevard trees @ \$250 each	11,000.00
Street lighting	<u>15,000.00</u>

Sub-Total Subdivision Servicing Cost	\$906,000.00
Contingencies (5%)	45,000.00
Engineering (10%)	<u>91,000.00</u>

Sub-Total servicing, engineering & contingency	\$1,042,000.00
7% GST	<u>73,000.00</u>

TOTAL - CONSTRUCTION OF SERVICES	\$1,115,000.00
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20% PRIMARY AND 120% SECONDARY SERVICES	\$480,000.00 (1)
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TOWN ADMINISTRATION FEE	\$36,000.00 (2)
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TOTAL STREET and TRAFFIC SIGNS	\$600.00 (3)
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CONTRIBUTION TO DOWNSTREAM SEWER DEFICIENCY	\$27,690.00 (4)
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CASH IN LIEU OF PARKLAND (Calculated @ 5% of \$375,000)	\$18,750.00 (5)
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OFFSITE WATERMAIN COSTS	\$45,129.00 (6)
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SUMMARY

A. <u>LETTER OF CREDIT REQUIRED</u> (1)	\$480,000.00
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B. CASH PAYMENT REQUIRED

Total of (2) + (3) + (4) + (5) + (6)	\$128,169.00
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FOR OFFICE USE ONLY SN 10257 CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSE 2003 OCT 07 11:05 NIAGARA SOUTH/SUD (00) WELLAND Land Registrar / Registrateur	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 2 pages					
	(3) Property Identifier(s) 64034-0380		Block Property Additional: See Schedule <input checked="" type="checkbox"/>					
	(4) Consideration given pursuant to a Subdivision Agreement for conservation purposes and ONE-XX/100 Dollars \$ 1.00							
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Block 32 Plan 59M-317 Town of Pelham, Regional Municipality of Niagara							
New Property Identifiers Additional: See Schedule <input type="checkbox"/>		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 transfer is at least eight years old and that Name(s) U. LUCCHETTA CONSTRUCTION LIMITED Signature(s) [Signature] Per: Robert Lucchetta I have authority to bind the Corporation. Title: President Date of Signature Y M D 2003 08 21								
(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 c/o 190 Division Street, Welland, Ontario, L3B 5P9								
(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 100, Fonthill, Ontario, L0S 1E0								
Planning Act - OPTIONAL Affix Statement by Solicitor for Transferee(s) here if necessary	(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.	Par.	Not assigned	
(16) Municipal Address of Property Not assigned		(17) Document Prepared by: Flett, Beccario 190 Division Street P.O. Box 340 Welland, Ontario L3B 5P9					FOR OFFICE USE ONLY Fees and Tax Registration Fee Land Transfer Tax Total	

FOR OFFICE USE ONLY	<div>SN. 10258 CERTIFICATE OF RECEIPT CERTIFICAT DE REÇEPISSÉ 2003 OCT 07 11:08 NIAGARA SOUTH/SUP (99) WELLAND Land Registrar / Régistrateur</div>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 2 pages
		(3) Property Identifier(s) 64034-0330 Block Property Additional: See Schedule <input checked="" type="checkbox"/>	
		(4) Consideration 0.3 metre reserves given pursuant to a Subdivision Agreement and ONE-XX/100 Dollars \$ 1.00	
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Blocks 34 and 35 Plan 59M- 317 Town of Pelham, Regional Municipality of Niagara	
(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 18 years of age and that Name(s) U. LUCCHETTA CONSTRUCTION LIMITED Signature(s) Per: Robert Lucchetta Date of Signature Y M D 2003 08 21 I have authority to bind the Corporation. Title: President			
(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 c/o 190 Division Street, Welland, Ontario, L3B 5P9			
(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 100, Fonthill, Ontario, L0S 1E0			
Planning Act - OPTIONAL	(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 City Mun. Map Sub. Par. Not assigned		
(16) Municipal Address of Property Not assigned		(17) Document Prepared by: Flett, Beccario 190 Division Street P.O. Box 340 Welland, Ontario L3B 5P9	
FOR OFFICE USE ONLY		Fees and Tax Registration Fee Land Transfer Tax Total	

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Blocks 34 and 35, Plan 59M-317

Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) U. LUCCHETTA CONSTRUCTION LIMITED

TO (print names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAM

I/We have personal knowledge of the facts herein deposed to and MAKE OATH AND SAY THAT:

1. I am/We are (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

☐ (a) the transferee(s) named in the above-described conveyance;

☒ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);

☐ (c) The President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));

☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.

☐ (e) the transferor and ☐ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash \$ Nil

(b) Mortgages (i) Assumed (principal and interest) \$ Nil

(b) Mortgages (ii) Given back to vendor \$ Nil

(c) Property transferred in exchange (detail below in para. 5) \$ Nil

(d) Other consideration subject to tax (detail below) \$ Nil

(e) Fair market value of the lands (see Instruction 2) \$ Nil

(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e)) \$ Nil \$ Nil

(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act \$ Nil

(h) Other consideration for transaction not included in (f) or (g) above \$ Nil

(i) Total Consideration \$ Nil

All blanks must be filled in. Insert "Nil" where applicable.

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

☐ does not contain a single family residence or contains more than two single family residences.

☐ contains at least one and not more than two single family residences.

☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No

5. Other remarks and explanations, if necessary. Transfer of one foot reserves pursuant to Subdivision Agreement

Sworn before me at the City of Welland

n the in the Regional Municipality of Niagara

his 11 day of July, 20 03

A Commissioner for taking Affidavits, etc. Brenda Jean Dixon Signature(s)

Brenda Jean Dixon, a Commissioner, etc., Regional Municipality of Niagara, for Lancaster, Brooks & Welch LLP, Barristers and Solicitors. Expires December 12, 2005.

Property Information Record

1. Describe nature of instrument: Deed

3. (i) Address of property being conveyed (if available) _____

(ii) Assessment Roll No. (if available) _____

2. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed _____

4. (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

5. 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 (Year/Month/Day)

Land Registry Office No.

School 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

IOTE: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

0449H (02-01)

FOR OFFICE USE ONLY

SN 10256
CERTIFICATE OF RECEIPT
CERTIFICAT DE REÇU
2003 OCT 07
11:03
AD
NIAGARA SOUTH/SUB
(00) WELLAND Land Registrar/Registrateur

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 2 pages

(3) Property Identifier(s) 64034-0380 Block Property

Additional: See Schedule ☒

(4) Consideration given pursuant to a Subdivision Agreement for stormwater management purposes and ONE-XX/100 Dollars \$ 1.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

Block 36

Plan 59M- 317

Town of Pelham, Regional Municipality of Niagara

(6) This Document Contains

(a) Redescription New Easement Plan/Sketch ☐

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

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transfer is at least eight years old and that

Name(s) U. LUCCHETTA CONSTRUCTION LIMITED

Signature(s) [Signature] Per: Robert Lucchetta

Date of Signature Y M D 2003 08 21

I have authority to bind the Corporation. Title: President

(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

c/o 190 Division Street, Welland, Ontario, L3B 5P9

(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 100, 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

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

Planning Act - OPTIONAL

Affix Statement by Solicitor for Transferee(s) here if necessary

(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 assigned

(16) Municipal Address of Property

Not assigned

(17) Document Prepared by:

Flett, Beccario
190 Division Street
P.O. Box 340
Welland, Ontario
L3B 5P9

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Land Transfer Tax

Total

Document prepared using The Conveyancer

FOR OFFICE USE ONLY	<div>10834</div> <div>CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSE</div> <div>2003 OCT 10 15:44</div> <div>NIAGARA SOUTH/SUD (98) WELLAND Land Registrar/Registreur</div> <div>Additional: See Schedule</div>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 6 pages
		(3) Property Identifier(s) Block Property Part of 64034-0380(LT)	Additional: See Schedule <input checked="" type="checkbox"/>
		(4) Consideration ONE-----Dollars \$ 1.00	
		(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> See Schedule	
		(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input 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 transferor is at least 18 years of age and that easement.			
Name(s) U. LUCCHETTA CONSTRUCTION LIMITED		Signature(s) Per: Name: Robert Lucchetta Title: President	
Date of Signature Y M D 2003 08 21			
(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 c/o 190 Division Street, Welland, Ontario, L3B 5P9			
(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 100, Fonthill, Ontario, L0S 1E0			
Planning Act - OPTIONAL Affix Statement by Solicitor for Transferee(s) here if necessary	(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 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 City Mun. Map Sub. Par. Not assigned		
	(16) Municipal Address of Property Not assigned		
(17) Document Prepared by: Flett, Beccario 190 Division Street P.O. Box 340 Welland, Ontario L3B 5P9		FOR OFFICE USE ONLY Fees and Tax Registration Fee 70.00 Land Transfer Tax Total 70.00	



Additional Property Identifier(s) and/or Other Information

DESCRIPTION:

Part of PIN 64034- 0380 (LT)
Part of Lot 4, Plan 59M-317
being Part 1, 59R- 12222

Part of PIN 64034- 0380
Part of Lot 5, Plan 59M-317
being Part 2, Plan 59R- 12222

Part of PIN 64034- 0380
Part of Lot 7, Plan 59M-317
being Part 3, Plan 59R- 12222

Part of PIN 64034- 0380
Part of Lot 8, Plan 59M-317
being Part 4, Plan 59R- 12222

Part of PIN 64034- 0380
Part of Lot 15, Plan 59M-317
being Part 8, Plan 59R- 12222

Part of PIN 64034- 0380
Part of Lot 25, Plan 59M-317
being Part 5, Plan 59R- 12222.

all in the Town of Pelham, Regional Municipality of Niagara

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 for stormwater drainage purposes 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 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.

4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment constructed and/or installed by the Transferee 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 Transferor 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 Timmsdale Crescent, shown on Plan 59M-317
and being ^{part} ~~all~~ of PIN 64034-0380

N THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lots 4, 5, 7, 8, 25 and 15, Plan 59M- 317
designated as Parts 1 - 5 on Plan 59R- 1222 , Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) U. LUCCHETTA CONSTRUCTION LIMITED
TO (print names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAM

/We have personal knowledge of the facts herein deposed to and MAKE OATH AND SAY THAT:
I. I am/We are (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):
☐ (a) the transferee(s) named in the above-described conveyance;
☒ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
☐ (c) The President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____
_____ (the transferee(s));
☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____
_____ who is my spouse or same-sex partner.
☐ (e) the transferor and ☐ I am tendering this document for registration and
☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$ Nil
(b) Mortgages (i) Assumed (principal and interest) \$ Nil
(ii) Given back to vendor \$ Nil
(c) Property transferred in exchange (detail below in para. 5) \$ Nil
(d) Other consideration subject to tax (detail below) \$ Nil
(e) Fair market value of the lands (see Instruction 2) \$ Nil
(f) Value of land, building, fixtures and goodwill subject to
Land Transfer Tax (Total of (a) to (e)) \$ Nil \$ Nil
(g) Value of all chattels - items of tangible personal property
which are taxable under the provisions of the
Retail Sales Tax Act \$ Nil
(h) Other consideration for transaction not included in (f) or (g) above \$ Nil
(i) Total Consideration \$ Nil

All blanks
must be filled
in. Insert
"Nil" where
applicable.

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00
I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:
☐ does not contain a single family residence or contains more than two single family residences.
☐ contains at least one and not more than two single family residences.
☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No
5. Other remarks and explanations, if necessary. Transfer of stormwater drainage easement pursuant to Subdivision Agreement.

Sworn before me at the City of Welland
on the in the Regional Municipality of Niagara
this 10th day of July, 2003
I, _____, Commissioner for taking Affidavits, etc.

} _____
Signature(s)

Property Information Record
6. Describe nature of instrument: easement
7. (i) Address of property being conveyed (if available) _____
(ii) Assessment Roll No. (if available) _____
8. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed _____
9. (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
10. 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 (Year/Month/Day)

Land Registry Office No.

11. School 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 receive French Public School Board Election unless otherwise directed in (a) and (b).



Form 1 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-6111

A

<div>FOR OFFICE USE ONLY</div> <div>10838 CERTIFICATE OF RECEIPT CERTIFICAT DE RECEPISSE 2003 OCT 10 1548 NIAGARA SOUTH/SUD (88) WELAND Land Registrar/Registreur</div> <div>New Property Identifiers</div> <div>Additional: See Schedule <input type="checkbox"/></div> <div>Executions</div> <div>Additional: See Schedule <input type="checkbox"/></div>		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 6 pages	
		(3) Property Identifier(s) Block Property Part of 64034 - 0380 (CT)		Additional: See Schedule <input checked="" type="checkbox"/>	
		(4) Consideration ONE ----- Dollars \$ 1.00			
		(5) Description This is a: Property <input type="checkbox"/> Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> See Schedule			
(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input 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 transfer is a bona fide transaction easement					
Name(s) U. LUCCHETTA CONSTRUCTION LIMITED I have authority to bind the Corporation.		Signature(s) Per: [Signature] Name: Robert Lucchetta Title: President		Date of Signature Y M D 2003 08 21	
(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		c/o 190 Division Street, Welland, Ontario, L3B 5P9			
(11) Transferee(s)				Date of Birth Y M D	
THE CORPORATION OF THE TOWN OF PELHAM					
(12) Transferee(s) Address for Service		20 Pelham Town Square, P.O. Box 100, 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		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 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 assigned					Not assigned
(16) Municipal Address of Property		(17) Document Prepared by:		Fees and Tax	
Not assigned		Flett, Beccario 190 Division Street P.O. Box 340 Welland, Ontario L3B 5P9		Registration Fee 70.00 Land Transfer Tax Total 70.00	



Additional Property Identifier(s) and/or Other Information

DESCRIPTION:

Part of PIN 64034- 0380 (LT)
Part of Lot 14, Plan 59M- 317
being Part 6, 59R- 12222

Part of PIN 64034- 0380
Part of Lot 15, Plan 59M- 317
being Part 7, Plan 59R- 12222

all in the Town of Pelham, Regional Municipality of Niagara

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 for stormwater and sanitary sewer purposes 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 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.

4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment constructed and/or installed by the Transferee 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 Transferor 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 Timmsdale Crescent, shown on Plan 59M- 317
and being ^{part} ~~all~~ of PIN 64034-0380(LT)

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lots 14 and 15, Plan 59M-317
designated as Parts 6 and 7 on Plan 59R-12229, Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) U. LUCCHETTA CONSTRUCTION LIMITED
OR (print names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAM

We have personal knowledge of the facts herein deposed to and MAKE OATH AND SAY THAT:

I am/We are (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

☐ (a) the transferee(s) named in the above-described conveyance;

☒ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);

☐ (c) The President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));

☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.

☐ (e) the transferor and ☐ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>Nil</u>	} All blanks must be filled in. Insert "Nil" where applicable.
(b) Mortgages (i) Assumed (principal and interest)	\$	<u>Nil</u>	
(b) (ii) Given back to vendor	\$	<u>Nil</u>	
(c) Property transferred in exchange (detail below in para. 5)	\$	<u>Nil</u>	
(d) Other consideration subject to tax (detail below)	\$	<u>Nil</u>	
(e) Fair market value of the lands (see Instruction 2)	\$	<u>Nil</u>	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e))	\$	<u>Nil</u>	\$ <u>Nil</u>
(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act	\$	<u>Nil</u>	
(h) Other consideration for transaction not included in (f) or (g) above	\$	<u>Nil</u>	
(i) Total Consideration	\$	<u>Nil</u>	

To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

☐ does not contain a single family residence or contains more than two single family residences.

☐ contains at least one and not more than two single family residences.

☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

If consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No

Other remarks and explanations, if necessary. Transfer of easement for stormwater and sanitary sewer purposes pursuant to Subdivision Agreement.

Sworn before me at the City of Welland
on the in the Regional Municipality of Niagara
this 10th day of July, 2003
I, _____, Commissioner for taking Affidavits, etc.

Signature(s)

Property Information Record

Describe nature of instrument: easement

(i) Address of property being conveyed (if available) _____

(ii) Assessment Roll No. (if available) _____

Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed _____

(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

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 (Year/Month/Day)

Land Registry Office No.

School 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?	<input type="checkbox"/>	<input type="checkbox"/>
c) Do all individual transferees have French Language Education Rights?	<input type="checkbox"/>	<input type="checkbox"/>
d) If Yes, do all individual transferees wish to support the French Language School Board (where established)?	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).