Province of Ontario	Document Gener	aı	Process Softwa Pelham	are Ltd. • (4 Condom i		11	D
2		d Titles X	(2) Page 1	of 4	pages		$\overline{}$
CEIPT PISSE	(3) Property Block Identifier(s) PART	Pr OF 64066 - O	operty 728 (LT)		Se	ditional e hedule	
TE OF RECEDING 10 9	(4) Nature of Document NOTICE OF AGREEMENT P ACT	PURSUANT T	O SECTION	71 OF THI	E LAND T	ITLES	\mathbf{s}
ATTE OF AT DE OF Lend Ro	(5) Consideration						
LUSE ONL RETIFICAT RATIFICAT ZUU4 ZUU4 ZUU4 WELLAND	(6) Description		Dol	lars\$		······································	\dashv
SN	Part Lot 70 and Part Blo Municipality of Niagara, and except Part 2 on Plan SN-37644 and SN-39500	designated n 59R-1232	l as Part 1 o 0 subject to	on Plan 59 o instrum	R-12443	nal 8 save	e
New Property Identifiers Additional: See Schedule		BL 2	592				
Executions Additional: See Schedule	(7) This (a)Redesor Document New Earl Contains: Plan/Sl	asement	(b) Schedule	r Ad	ditional	Oth	er X
(9) This Document relates to instrument number(s) RO778754 - Site Plan Agreement	1			Con	itinued on S	Schedu	ıle 🗍
(9) This Document relates to instrument number(s) RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s)) Signature(s))		Con	tinued on S		\overrightarrow{A}
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN	Signature(s)	TER BROO	OKS & WE				\overrightarrow{A}
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s) OF PELHAM LANCAS		OKS & WE			Signa , M	\overrightarrow{A}
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant	Signature(s) OF PELHAM LANCAS Ich PER:	TER BROO	OKS & WF		Date of	Signa , M	ature D
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant	Signature(s) OF PELHAM LANCAS	TER BROO	OKS & WI		Date of	Signa , M	ature D
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant	Signature(s) OF PELHAM LANCAS Ich PER:	TER BROO			Date of	Signa , M	ature D
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce	Smith)			Date of	Signa M 07	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest)	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, C	Smith)			Date of Y 2004	Signa M 07	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest) Name(s) NIAGARA SOUTH CONDOMINIUM COR	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, C	Smith)			Date of Y 2004	Signa	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest) Name(s) NIAGARA SOUTH CONDOMINIUM COR Owner (13) Address 3350	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, C Signature(s)	Smith) Ontario, L0	S 1E0	ELCH _	Date of Y 2004	Signa	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest) Name(s) NIAGARA SOUTH CONDOMINIUM COR Owner (13) Address for Service 3350	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, C	Smith) Ontario, L0	S 1E0 Ontario, L2	V 4Y6	Date of Y 2004	Signa	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest) Name(s) NIAGARA SOUTH CONDOMINIUM COR Owner (13) Address for Service (14) Municipal Address of Property	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, O Signature(s) RPORATION NO. 76 Merrittville Highway, Unit 9, (15) Document Prepared by: R. Bruce Smith	TER BROO	S 1E0 Ontario, L2	V 4Y6	Date of Y	Signa	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest) Name(s) NIAGARA SOUTH CONDOMINIUM COR Owner (13) Address for Service (14) Municipal Address of Property Pelham Road	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, O Signature(s) PORATION NO. 76 Merrittville Highway, Unit 9, (15) Document Prepared by: R. Bruce Smith LANCASTER BROOKS & W	TER BROO	Ontario, L2	V 4Y6	Date of Y	Signa	ature D 09
RO778754 - Site Plan Agreement (10) Party(ies) (Set out Status or Interest) Name(s) THE CORPORATION OF THE TOWN Town/Applicant by its Solicitors Lancaster Brooks & Wel (11) Address for Service (12) Party(ies) (Set out Status or Interest) Name(s) NIAGARA SOUTH CONDOMINIUM COR Owner (13) Address for Service (14) Municipal Address of Property Pelham Road Fonthill, Ontario LOS 1E0	Signature(s) OF PELHAM LANCAS Ich PER: (R. Bruce P. O. Box 400, Fonthill, O Signature(s) RPORATION NO. 76 Merrittville Highway, Unit 9, (15) Document Prepared by: R. Bruce Smith	TER BROO	S 1E0 Ontario, L2	V 4Y6	Date of Y	Signa	ature D 09

THIS AGREEMENT made this 9th day of JULY

, 2004

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter called the

"Town"

- AND -

NIAGARA SOUTH CONDOMINIUM CORPORATION NO. 76

hereinafter called the

"Condominium"

WHEREAS by agreement, dated the 23rd day of February, 2004, and registered in the Registry Office for the Land Titles Division of Niagara South on the 2nd day of March, 2004, as Instrument No. 778754 (the "Site Plan Agreement"), Concord III Limited did covenant and agree with the Town to perform certain works on the lands and premises therein described upon the terms and conditions therein contained;

AND WHEREAS buildings are to be constructed on the said lands in accordance with Schedule "B", "C", "D", "E" and "F" of the said Site Plan Agreement, and in accordance with site plans filed in the office of the Town;

AND WHEREAS by registration of a declaration and description on the 9th day of 307, 2004, as Instrument No. SN-4073c in the Land Registry Office for the Land Titles Division of Niagara South, the Condominium was established;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of one dollar (\$1.00) now paid by each of the parties to each other (the receipt of which is hereby acknowledged), the parties hereto mutually covenant and agree as follows:

- 1. That every covenant, condition, proviso and stipulation contained in the Site Plan Agreement will apply and bind the Condominium in the same manner and with the same effect as if the Condominium had been a party to the said Site Plan Agreement and the Condominium covenants and agrees with the Town to do, observe, keep and perform every such covenant, condition, proviso and stipulation.
- 2. The Condominium agrees that no condominium unit shall be conveyed and that no transfer of such unit shall be registered unless and until such time as this Agreement has been registered on title.

- 3. The Condominium shall pay the Town's costs in connection with this Agreement for the preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.
- 4. The Condominium consents to the registration of this Agreement against the title to the lands described in Schedule "A".
- 5. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule "A".

IN WITNESS WHEREOF the said parties have hereunto affixed their corporate seals duly attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

)THE CORPORATION OF THE TOWN OF PELHAM

RONALD W. LEAVENS - Mayor

CHERYL MICLETTE - Clerk
NANCY J. BOZZATO, Deputy Clerk

) NIAGARA SOUTH CONDOMINIUM) CORPORATION NO. 76

) PER:河

Mak Basciano

I have authority to bind the Corporation

SCHEDULE "A"

All the units and common elements comprising the Property included in Niagara South Standard

Condominium Plan No. 76 being in the Town of Pelham, in The Regional Municipality of Niagara.



Transfer/Deed of Land

					and Registra	tion retorm A	· · ·					
		£ ₩4:	Į ž	(1) F	Registry	Land	Titles 🛛	(2)	Page 1 of	pages)
		CEIP PISS	Registratour		roperty lentifier(s) PART	Block OF: 640		roperty	(LT)	Se	dditional ee chedule	
		O/ REEEEE		(4) C	onsideration	ZERO						
 -									0			
ONLY		395 ICATE OF ICAT DE P	<u> </u>	<u> </u>		This is a: Pro	perty ision X	Prope				
USE		ا ا حلا ٠	RA /SUD	_								
FICE		N. ERTI	NIAGARA SOUTH/SI (§9) WELL	-					ING TO REG ART 2 ON R			
FOR OFFICE	New	Property Identile	Additional			R-12320,			PELHAM, NIAGARA			
F0			See Schedule						·			
	Exec	utions		В	EING PA	ART OF I	HE PIN	J				
			Additional See Schedule									
(6) This	(a) Redescription	(b) Schedi				(7) Interest		Transferred			
	Con		Description		dditional arties	Other 🔲	ree om	ibie				
(1) Tran	sferor(s) The transferor he	ereby transfers the	land to the t	ransferee xo c	K NOVENOVA I	ox Kacheco	MESK	ARAN MOON PEAK	NK MM NA	ŒΧ	
				• • • • • • •			,	• • • •			 f Signa	
,	lame(s			• • • • • • • •		Signature(s)		• • • •		· Y	M M	D
	····CC	NCORD III LII	MITED		Per:	<i></i>		٠٠٠،				
								<u> </u>		2004	06	30
						4			esident rityto			
						bind t	he cor	pora	tion.			
(") Spot Nam	use(s) of Transferor(s) I he	ereby consent to t	his transactio	on	Signature(s)				Date o	f Signa M	ature D
 .		. not require	<u>:</u> ₫							<u> </u>		
(1		steror(s) Address Service 3350	Merrittv:	ille Hi	ghway,	Unit #9	, Thoi	old	, Ontario	L2V 4	Y6	
7	1) Tra	nsteree(s)			 		···				e of Bir	rth D
	Ţ	IE CORPORATIO	OF THE	LOMN OÈ	, berhy	v <u>i</u>	· · · · · · ·					
												
	• • •						• • • • • • •					
(1		nsferee(s) Address	- 1 l M		/D 0	D = == 4.0.0.1			0-1	I	<u> </u>	<u> </u>
>		Service 20 Pe Transferor(s) The transfero							, Ontario			Act.
	(,		. romino mario mo		Signature M D				•		of Signa	
	Signa Solic	itor for Transferor(s) I ha	ve explained the e	fect of section	n 50 of the Pla	Signature	e transferor	and I h	ave made inquiries of	2004 the transf	eror to	,
NAL	deter	mine that this transfer does this transfer d <u>oes not</u> con	not contravene the	at section and	based on the	information su	oplied by the	transfe	eror, to the best of m	y knowled	ge and of Signa	
OPTIONAL		eand Monty Vand ess of 5041 Reng		urille.		Signature	JAK .		re	2004	06	30
1	 	(14) Solicitor for Transf	/eree(s) I have inv	estigated the	title to this land	d and to abutting	g land wher	e releva	nt and I am satisfied	that the tit	le recor	ırds
ing Act	nent by ansferee(s) essary	reveal no contravent does not contravene	ion as set out in su	ibclause 50 (2	22) (c) (ii) of th	e Planning Act	and that to	he best	of my knowledge a	nd belief th	iis Irans	sfer
Planning	or Trai	Name and								Date o	of Signa	ature
	Affix Sicilor f	Address of Solicitor	3							Y	M	D
	Sol					Signature				.i		j
(5) A	sessment Roll Number of Property	Cty. Mun.	Map Sub.	Par.	not as	signed	ONLY		and Tax		
7	16) Mu	nicipal Address of Proper	ty	, ,	ent Prepared	•		USE OF	Registration Fee Land Transfer Tax			
		elham Road,		MONT	Y G. VA Barrister	NDEYAR & Solicito	ESQ.	OFFICE U				
		onthill, Onta:	LTO	•				Į ū		+		
	L(S 1EO		5.4		Sox 489 St., Unit #	t ~~	R OF				

Refer to all instructions on reverse side.

64066-0728

	HE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Block G, Registered Part Reference Plan 59R-12320, Town of Pelham, Regional Municipality of Niagara	lan 717, designated as Part
	print names of all transferors in full) CONCORD III LIMITED	
	orint names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAM	
	have personal knowledge of the facts herein deposed to and MAKE OATH AND SAY THA am/We are (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capace (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	ity of the deponents):
	(the transferee and am making this affidavit on my own behalf and on behalf(bisert name of spouse or sa	me-sex partner)
С	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.	
(a) (b) (c) (d) (e) (f) (i) (ii) 3. To	Mortgages (i) Assumed (principal and interest) (ii) Given back to vendor Property transferred in exchange (detail below in para. 5) Other consideration subject to tax (detail below) Fair market value of the lands (see instruction 2) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e)) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act Other consideration for transaction not included in (f) or (g) above Total Consideration be completed where the value of the consideration for the conveyance exceeds \$400,000.00 ave read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land colladors 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 and the lands are used for other than just accordingly apportioned the value of consideration on the basis that the consideration for the single family the remainder of the lands are used for	Nil
	consideration is nominal, is the land subject to any encumbrance?	Plan Agreement.
in the	n before me at the City of Welland Regional Municipality of Niagara 30th day of June , 20 04 mmissioner for taking Affidavits, etc. R. Bruce Smit	ch Signature(s)
	perty Information Record	
	escribe nature of instrument: Transfer/Deed of Land/ Address of property being conveyed (If evaliable) Pelham Road, Fonthill, Ontario, LOS 1E0	For Land Registry Office Use Only Registration No.
) Assessment Roll No. (If available) <u>not assigned</u>	
	Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed 20 Pelham Town Square, P. O. Box 400, Fonthill, Ontario, LOS 1E0	Registration Date (Year/Month/Day) Land Registry Office No.
(ii E. !	Registration number for last conveyance of property being conveyed (if available) 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	
	ool Support (Voluntary Election) (See reverse for explanation) Yes	No □
(b)	Are all individual transferees Roman Catholic? If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Do all individual transferees have French Language Education Rights? If Yes, do all individual transferees wish to support the French Language School Board (where established)?	

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



Transfer/Deed of Land

Form 1 — Land Registration Reform Act

STATE OF THE PARTY.	
207503	
解胸	
ASS 1803	
All Brooking	

M		(1) Registry Land Titles 🔀 (2) Page 1 of	pages
	CEIPT PISSÉ	(3) Property Block Property	
	11 200 100	Identifier(s) PART OF: 64066 - 0728 (LT)	Additional: See
	8 8 68 8	(4) Consideration ZERO (TRANSFER OF EASEMENT	Schedule L
	BERN MARKET	MUNICIPALITY) Dollars \$ 0.0	l
ONLY	3950 IICATE OI ICAT DE F	(5) Description This is a: Property Property	<u> </u>
SE O	ANA ANA	Division Consolidation	
FOR OFFICE USE	CERTIFICA CERTIFICA CERTIFICA 2004 NIAGARA SOUTH/SUD (59) WELLAND (LOT 70 AND PART OF BLOCK "G" ON PL	AN 717
FFIC	SN	DESIGNATED AS PART 1 ON REFERENCE	
ORC	New Property Identifiers Additional:	PLAN 59R-12320, TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA	
	See Schedule		
	Executions	BEING PART OF THE PIN	
	Additional: See		
Щ	Schedule L. 6) This (a) Redescription (b) Schedule fo	(7) Interest/Estate Transferred	
["	Document New Easement Contains Plan/Sketch Description	Additional Fee Simple	
>	rian/Sketch	E //JC // IE N	
[/	to the transferee микнимским на камаса жимее мациаса учих и an easement	Jax agnat amatix.
			Date of Signature
	Name(s)	Signature(s)	Y M D
	CONCORD III LIMITED	Per:	
		,	2004 06 30
		Mark Basciano-President	
		bind the corporation.	
\			
((9) Spouse(s) of Transferor(s) I hereby consent to this transferorName(s)	Signature(s)	Date of Signature
	not required		
(1	10) Transferor(s) Address for Service 3350 Marrittyilla	Highway, Unit #9, Thorold, Ontario L2	V 4V6
7	11) Transferee(s)	mightag, onle no, inclosed, encurs as	Date of Birth
	THE CORPORATION OF THE TOW	N OF PET.HAM	
		N OF FEDRAM	
1	12) Transferee(s) Address		<u> </u>
>		uare (P.O.Box400) Fonthill, Ontario L f the transferor's knowledge and belief this transfer does not contravene section	
	(13) Transferor(s) The transferor verifies that to the best of	Date of Signature Y M D	Date of Signature
	Signature	Signature/	2004 06 30
	The later to the later than a summer of the later and a summary and a summer of the later and a	f section 50 of the Planning Act to the transferor and I have made inquiries of ion and based on the information supplied by the transferor, to the best of my	y knowledge and
OPTIONAL	belief, this transfer does not contravene that section. I at Name and	n an Ontario solicitor in good standing.	Date of Signature
d	Address of Solicitor	Signature	<u> </u>
Act -	(14) Solicitor for Transferee(s) I have investiga	ed the title to this land and to abutting land where relevant and I am satisfied	
		se 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge ar Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solic	id belief this transfer litor in good standing.
Planning	L L L L L L L L L L L L L L L L L L L		Date of Signature
	Address of Solicitor		Y M D
	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Signature	1
1	(15) Assessment Roll Number Cty. Mun. Map	Sub. Par. Fees	and Tax
>	of Property (16) Municipal Address of Property (17)	not assigned Registration Fee	
	` ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	ONTY G VANDEVAD TOO	
	Pelham Road, Fonthill, Ontario	Barrister & Solicitor	
	LOS 1EO	5041 King St. Unit 47	
		Beamsville, Ontario Total	

- 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 of Land (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 Transferee's lands being the public highway in the Town of Pelham, Regional Municipality of Niagara known as Elizabeth Drive, shown on Plan 59M-721 and being PIN: 64066-0427
- 6. This Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

Page 2 Property Identifier(s) No. Land Transfer Tax Affidavit 64066-0728 Refer to all instructions on reverse side. Land Transfer Tax Act IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lot 70 and Part of Block G, Plan 717, being Part 1 on Reference Plan 59R-12320, Town of Pelham, Regional Municipality of Niagara BY (print names of all transferors in full) CONCORD III 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: 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: X (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 (bifert name of spouse or same-sex partner). who is my spouse or same-sex partner. 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: Nil (a) Monies paid or to be paid in cash All blanks Nil (b) Mortgages (i) Assumed (principal and interest) Nil (ii) Given back to vendor in. Insert Nil (c) Property transferred in exchange (detail below in para. 5) "Nil" where Nil (d) Other consideration subject to tax (detail below) . . . applicable. Nil (e) Fair market value of the lands (see Instruction 2) . . . (f) Value of land, building, fixtures and goodwill subject to Nil s Land Transfer Tax (Total of (a) to (e)) Nil (g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Nil Retail Sales Tax Act Nil (h) Other consideration for transaction not included in (f) or (g) above . Nil 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 \$ 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. XNo 4. If consideration is nominal, is the land subject to any encumbrance? ☐ Yes 5. Other remarks and explanations, if necessary. Transfer of easement for road widening pursuant to Site Plan Agreement. Sworn before me at the City of Welland in the Regional Municipality of Niagara 30th 20 04 dav of R. Bruce Smith A Commissioner for taking Affidavits, etc. Signature(s) **Property Information Record** A. Describe nature of instrument: Transfer/Deed of Land For Land Registry Office Use Only B. (i) Address of property being conveyed (If available) Pelham Road, Fonthill, Ontario, LOS 1E0 Registration No. (ii) Assessment Roll No. (if evailable) not assigned Registration Date (Year/Month/Day) C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed 20 Pelham Town Square, P. O. Box 400, Fonthill, Ontario, LOS 1E0 Land Registry Office No 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 Name(s) and address(es) of each transferee's solicitor:
LANCASTER BROOKS & WELCH 247 East Main Street, Welland, Ontario, L3B 3X1 School Support (Voluntary Election) (See reverse for explanation) (a) Are all individual transferees Roman Catholic?

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?

(c) Do all individual transferees have French Language Education Rights?