



# Lancaster, Brooks & Welch

BARRISTERS AND SOLICITORS

PLEASE RESPOND TO WELLAND OFFICE

DATE: Nov. 9/05

TELECOPIER (FAX) TRANSMITTAL SHEET

RE:

PELHAM / KLASSEN # 2701

TO: (FIRM)

TOWN OF PELHAM

ATTENTION:

CHERYL MCLETTIE

TELECOPIER NO.:

FROM:

BRUCE SMITH

MESSAGE:

Please find enclosed 2 acknowledged parcels  
regarding the registration of covenants  
for the above matters. As peral would  
you + the Mayor sign + fax back + send  
originals by mail.

P.S. Further to my email I sent a copy  
of weeks back on the procedural policy. Status?

NUMBER OF PAGES INCLUDING TRANSMITTAL SHEET: 7

PLEASE ASK FOR \_\_\_\_\_ IF NOT RECEIVED

THANK YOU.

LANCASTER BROOKS &amp; WELCH

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INTENDED FOR THE PERSON(S) NAMED ABOVE. ANY OTHER DISTRIBUTION, COPYING OR DISCLOSURE IS  
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IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TRANSMISSION TO US BY MAIL WITHOUT MAKING  
A COPY.

## Lancaster Brooks & Welch LLP

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\*Certified by the Law Society as a Specialist in Civil Litigation \*\*Certified by the Law Society as a Specialist in Family Law

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Robert Bruce Smith  
(Insert lawyer's name)

**AND TO:** LANCASTER BROOKS & WELCH  
(Insert firm name)

**RE:** Janice Klassen ("the transaction")  
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at TOWN OF PELHAM, this 9 day of NOVEMBER, 2005.

**WITNESS**

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM  
PER:

Ronald W. Leavens

Ronald Leavens - Mayor

Cheryl Milette

Cheryl Milette - Clerk

LRO # 59 Notice Under S.71 Of The Land Titles Act

In preparation on 2005 11 08 at 13:40

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

PIN 84031 - 0436 LT

Description PT LT 12 CON 9 PELHAM, PT 1 59R3541 & PT 1 59R5226, EXCEPT PT 1 59R12834;  
PELHAM

Address PELHAM

**Consideration**

Consideration \$ 1.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF PELHAM  
Acting as a companyAddress for Service P. O. Box 400  
20 Pelham Town Square  
Fonthill, Ontario  
L0S 1E0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Ronald Leavens, Mayor and Cheryl Miclette, Clerk.

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

THIS AGREEMENT dated this 3<sup>rd</sup> <sup>NOVEMBER</sup> day of October, 2005

BETWEEN:

JANICE LYNN KLASSEN

OF THE FIRST PART

Hereinafter called the "Owner",

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as Part Lot 12, Concession 9, Town of Pelham, designated as Part 1 on Plan 59R-3541 and Part 1 on Plan 59R-5226, save and except Part 1 on Plan 59R-12834 and being all of PIN 64031-0436(L7) and known municipally as 612 Memorial Drive, Pelham, Ontario (the "Lands");

AND WHEREAS the Town requires the Owner agree to certain terms and conditions for the development of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH and in consideration for the Town approving the proposed development of the Lands and other good and valuable consideration (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The Owner covenants and agrees to register this Agreement against the Lands.
2. The Owner covenants and agrees that they have no objections to any future extension of a municipal watermain easterly on Memorial Drive and such owner will agree to pay any new watermain frontage assessment charges against the properties under the Municipal Act. All costs associated with such agreement are to be borne by the applicant.
3. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part have hereunto set their hands and seals and the Party of the Second Part has hereto affixed its Corporation Seal attested by the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED

In the presence of:

Janice Lynn Klassen  
Janice Lynn Klassen

) The Corporation of the Town of  
) Pelham

Ronald W. Leavens  
) Per: Mayor Ronald Leavens

Cheryl Miclette  
) Per: Clerk Cheryl Miclette

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Robert Bruce Smith  
(Insert lawyer's name)

**AND TO:** LANCASTER BROOKS & WELCH  
(Insert firm name)

**RE:** John Klassen (the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

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- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at TOWN OF PELHAM, this 9 day of NOVEMBER, 2005.

**WITNESS**

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM  
PER:

Ronald W. Leavens

Ronald Leavens - Mayor

Cheryl Miclette

Cheryl Miclette - Clerk

LRO # 59 Notice Under S.71 Of The Land Titles Act

In preparation on 2005 11 08 at 13:37

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

PIN 64031 - 0435 LT

Description PT LT 12 CON 9 PELHAM, PT 1 59R12834; PELHAM

Address

**Consideration**

Consideration \$ 1.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF PELHAM  
Acting as a companyAddress for Service P. O. Box 400  
20 Pelham Town Square  
Fonthill, Ontario  
L0S 1E0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Ronald Leavens, Mayor and Cheryl Miclette, Clerk.

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

THIS AGREEMENT dated this 3<sup>rd</sup> day of <sup>NOVEMBER</sup> ~~October~~, 2005

BETWEEN:

JOHN KLASSEN

OF THE FIRST PART

Hereinafter called the "Owner",

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town",

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as Part Lot 12, Concession 9 Township of Pelham, being Part 1 on Plan 59R-12834, and being all of PIN 64031-0435 LT (the "Lands");

AND WHEREAS the Town requires the Owner agree to certain terms and conditions for the development of the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH and in consideration for the Town approving the proposed development of the Lands and other good and valuable consideration (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The Owner covenants and agrees to register this Agreement against the Lands.
2. The Owner covenants and agrees that they have no objections to any future extension of a municipal watermain easterly on Memorial Drive and such owner will agree to pay any new watermain frontage assessment charges against the properties under the Municipal Act. All costs associated with such agreement are to be borne by the applicant.
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IN WITNESS WHEREOF the Party of the First Part have hereunto set their hands and seals and the Party of the Second Part has hereto affixed its Corporation Seal attested by the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED

In the presence of:

  
) John Klassen

) The Corporation of the Town of  
) Pelham

  
) Per: Mayor Ronald Leavens

  
) Per: Clerk Cheryl Miclette