

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

Lots 1 to 31, inclusive, Blocks 32 to 50, inclusive, Registered Plan No. 59M- , Town of Pelham, Regional Municipality of Niagara.

The described lands being Part of PIN 64035-0651(LT) and Part of PIN 64035-0652(LT).



## SCHEDULE "B"

### SPECIAL PROVISIONS

1. The Developer acknowledges that the Region will not assign a servicing allocation for the Subdivision until the Plan is granted final approval for Registration.
2. The Developer shall make arrangements satisfactory to the required private utilities and the Town of Pelham for the provision of underground Utility Services, internal and external to this Subdivision.
3. Recognizing that the Lands within the Plan of Subdivision are primarily comprised of sand and silt surficial soils which, when disturbed or exposed, are susceptible to airborne and waterborne erosion mechanisms; therefore:
  - all areas of the Lands disturbed by servicing work and/or stripped of topsoil cover shall be hydroseeded immediately upon completion of constructions of works;
  - the Developer shall, throughout servicing and the residential Building phases of this development, construct and maintain temporary silt ponds at locations determined acceptable by the Director;
  - airborne erosion of sands and silts from disturbed areas shall be controlled by application of water as required in the sole discretion of the Director;
  - the Developer agrees to implement, as required, other reasonable measures as determined by the Director for purposes of controlling and mitigating air and/or water borne sand and/or silt erosion from the Lands;
  - the Developer shall immediately remove waterborne sands and silts which may be carried from the Lands within the Plan of Subdivision and restore such off-site impacted lands; and
  - silt control devices, including silt fences shown on approved engineering drawings and as may be further installed or constructed at the request of the Director, shall be continuously inspected and maintained by the Developer throughout all servicing and residential Building phases of this Subdivision development.
4. The Developer shall restrict all servicing construction access to Lookout Street. The Developer shall make its best efforts to restrict all residential Building construction traffic access to Lookout Street and shall demonstrate, in writing, how it will use its best efforts in this regard to the Director prior to release of Building Permits.
5. The Developer shall prepare an information package for new homeowners outlining the importance of both the 12 Mile Creek and Coyle Creek and steps that can be taken to protect the natural environment and infiltration characteristics of this important headwater area. The information package shall be reviewed and approved by the Niagara Peninsula Conservation Authority and shall be provided as an appendix to all offers of purchase and sale for properties within the Subdivision.
6. Notwithstanding the Developer's obligations to advance cash payments to the Town pursuant to Section 20(a) of this Agreement, the Developer agrees to pay to the Town the full cost of:
  - (a) the sanitary sewer and associated services constructed by the Town to service residential properties within the Village of Chestnut Ridge Subdivision, Phase 1 lands fronting the east side of Lookout Street;
  - (b) the water services constructed by the Town to service residential properties within the Village of Chestnut Ridge Subdivision, Phase 1 lands;

**SCHEDULE "B"**

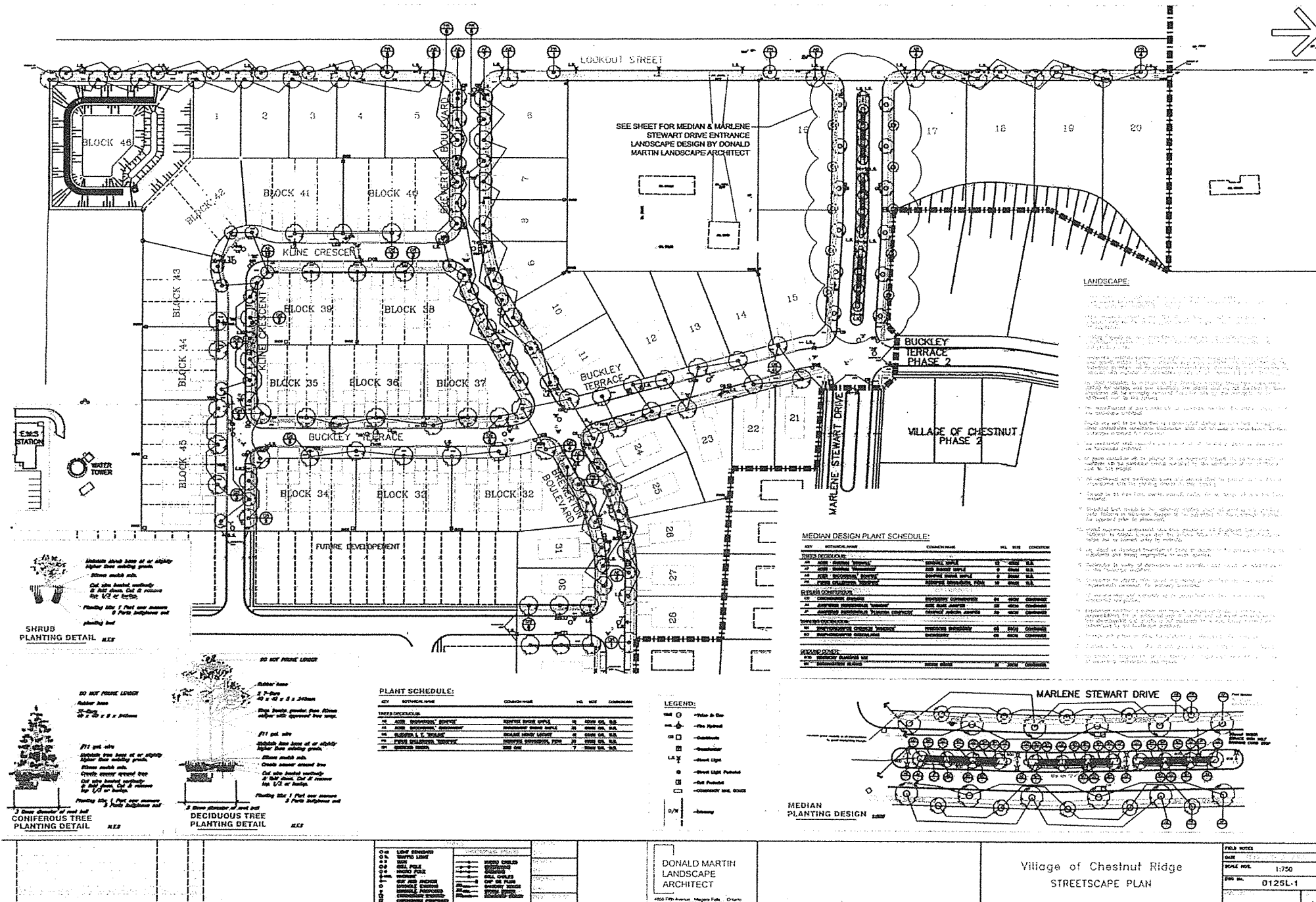
**SPECIAL PROVISIONS**

(Continued)

- (c) the stormwater management pond outlet constructed by the Town to facilitate the conveyance of stormwater from the pond located on Block 46 to the Regional Road system; and
  - (d) the 1.5 m wide concrete sidewalk constructed by the Town along the Lookout Street frontage of Block 46.
7. Notwithstanding the Developer's obligations to provide Letters of Credit as security to the Town pursuant to Section 20(b) of this Agreement, the Developer agrees to pay to the Town the full cost of:
- a) the construction of the traffic signals at the intersection of Regional Road 20 and Lookout Street;
  - b) the acquisition of property for daylighting at the northwest corner of the intersection of Regional Road 20 and Lookout Street;
  - c) the relocation of utilities to facilitate the intersection improvements at Regional Road 20 and Lookout Street; and
  - d) the modification of existing overhead electrical transmission lines on Lookout Street to an underground configuration.

SCHEDULE "C"

## STREETSCAPE PLAN



**SCHEDULE "D"**

**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 46 for stormwater management purposes.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Block 48 for future road allowance.

The Developer shall transfer title to the Region, free and clear of all encumbrances and at its own expense, Block 49 for 3 metre road widening and daylighting triangle on the north side of Regional Road 20.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Block 50 for 0.3 metre reserve purposes.

All references to Blocks and Lots in this Agreement relate to the preliminary Plan of Subdivision (59M Plan) prepared by Allan J. Heywood, O.L.S., dated May 17, 2006.

## SCHEDULE "E"

### EASEMENTS

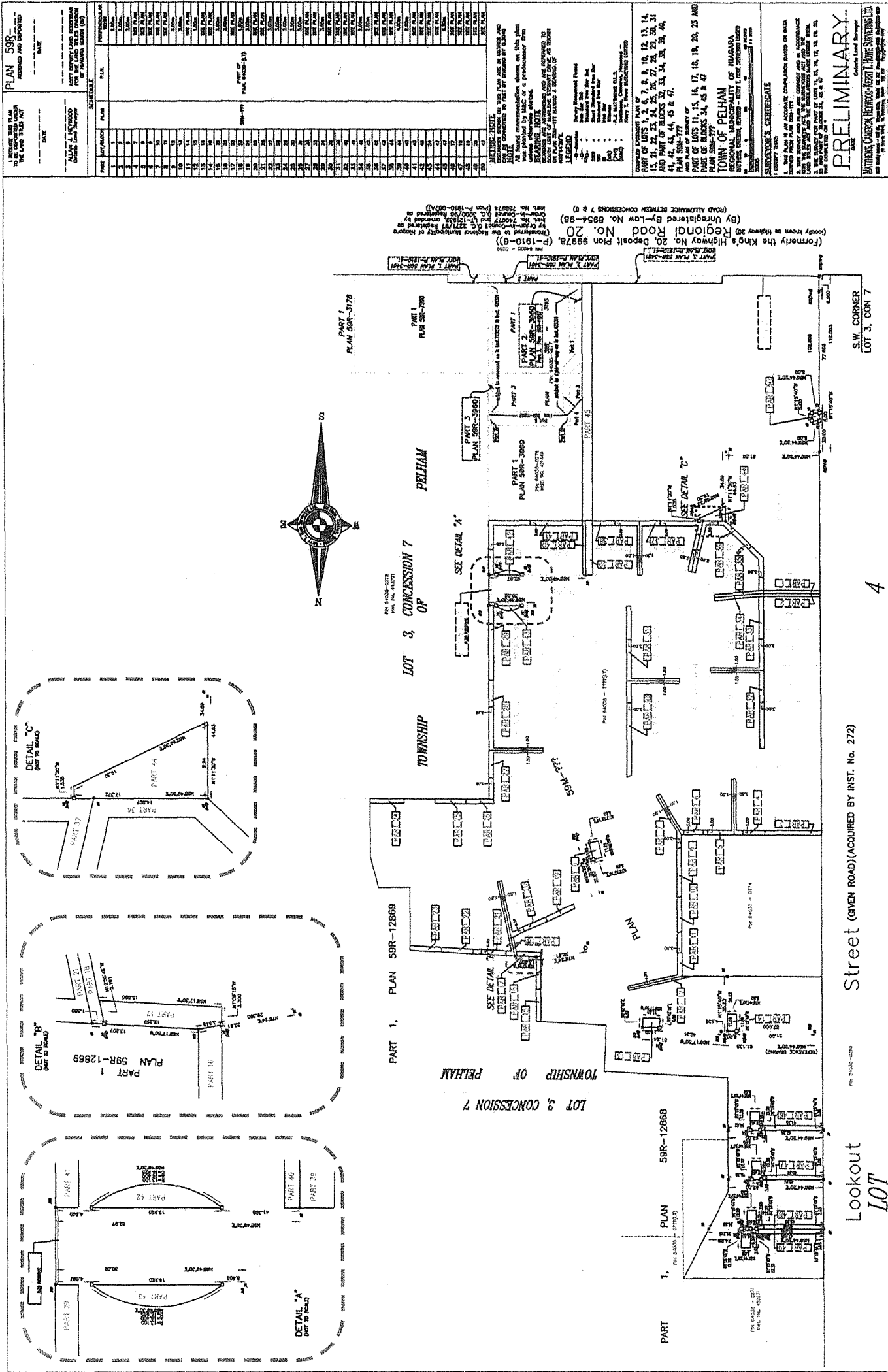
The Developer shall convey, free and clear of all encumbrances and at its own expense, easements to the Corporation of the Town of Pelham, over, under and through Lots shown on the preliminary Reference Plan (59R Plan), prepared by Allan J. Heywood, O.L.S., and under File No. SC-2005-197, as follows:

- (a) Easements in favour of the Town for sanitary sewer purposes over Lots 1 and 2 and Blocks 41, 42, 44, 45 and 47, described as Parts 1, 2, 34, 35, 39, 40 and 45 on the preliminary 59R Plan;
- (b) Easements in favour of the Town for stormwater management facility purposes over Lots 6 to 31, inclusive, and Blocks 32 to 34, inclusive, Blocks 38 to 45, inclusive, and Block 47, described as Parts 3 to 33, inclusive, Parts 36, 37, 38, 41, 44, 46, 47, 48 and 49 on the preliminary 59R Plan;
- (c) Easements in favour of the Town for water main purposes over Blocks 44, 45 and 47, described as Parts 39, 40 and 45 on the preliminary 59R Plan; and
- (d) Easements in favour of the Town for temporary turning circles over Blocks 34 and 35, described as Parts 42 and 43 on the preliminary 59R Plan.

The Developer shall convey, free and clear of all encumbrances and at its own expense, an easement to Hydro One for the accommodation of hydro utilities, over, under and through Block 47, described as Parts 45 and 50 on the preliminary Reference Plan (59R Plan), prepared by Allan J. Heywood, O.L.S., and under File No. SC-2005-197.

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SCHEDULE "E-1"

EASEMENTS



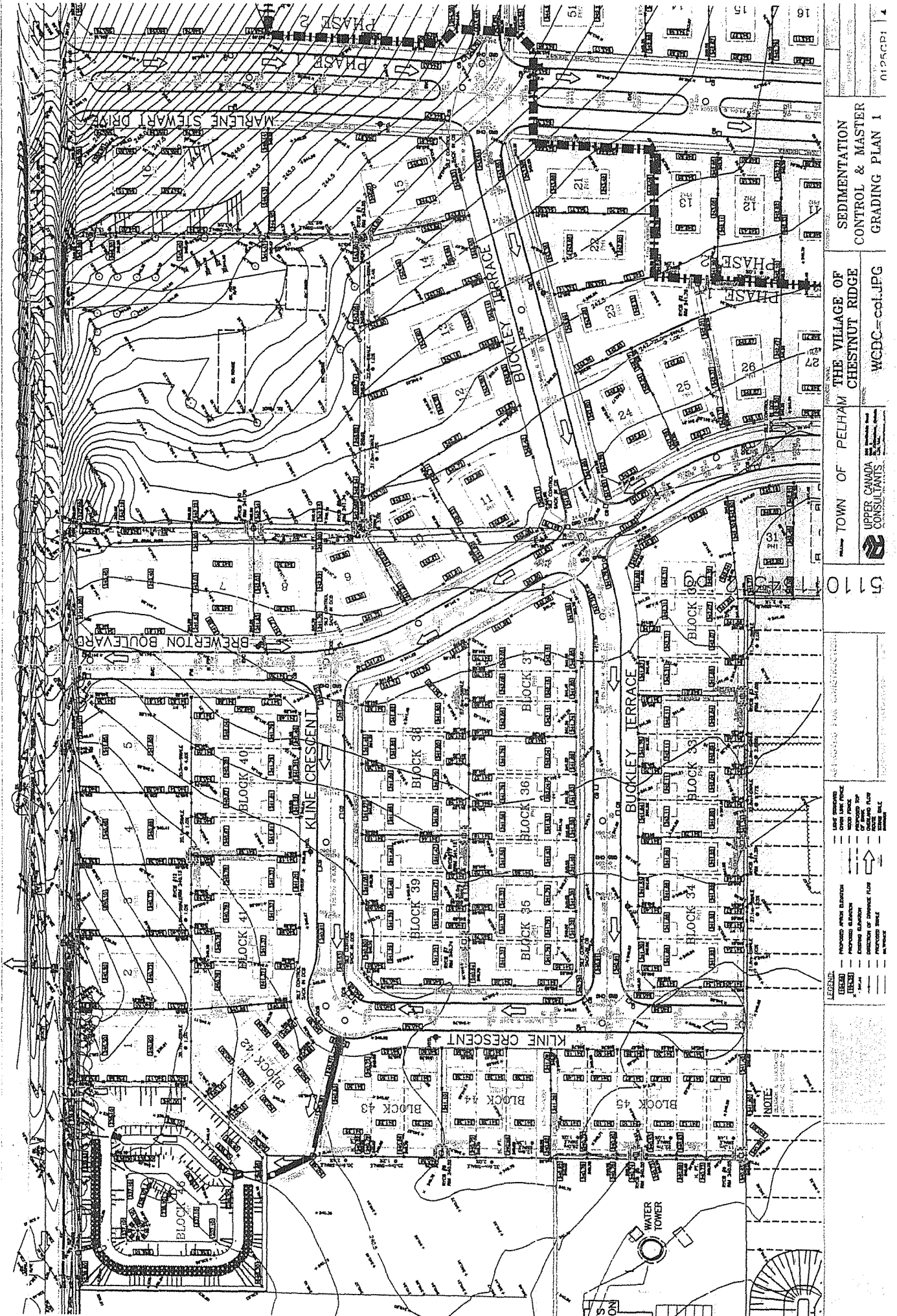


**SCHEDULE "F"**

**SUBDIVISION GRADE CONTROL PLAN**

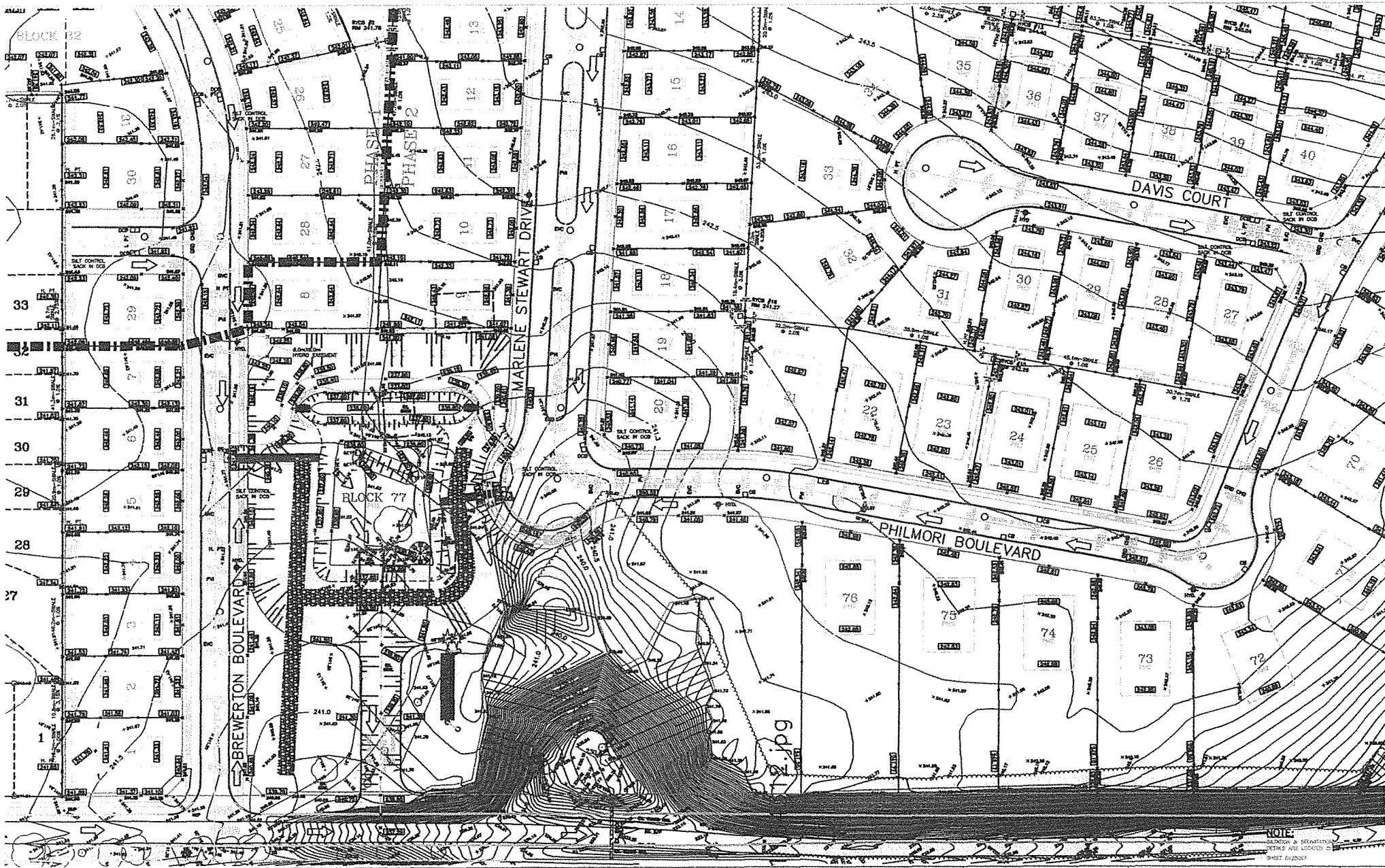
All Lot grading shall be in general conformity with the Subdivision Grade Control Plan forming part of the subdivision design, as approved by the Director and attached hereto as Schedule "F-1".

## SUBDIVISION GRADE CONTROL PLAN





SUBDIVISION GRADE CONTROL PLAN



LEGEND:  
 [Symbol] PROPOSED FINISH ELEVATION  
 [Symbol] PROPOSED ELEVATION  
 [Symbol] EXISTING ELEVATION  
 [Symbol] DIRECTION OF DRAINAGE FLOW  
 [Symbol] PROPOSED CHALK  
 [Symbol] SILENCE  
 [Symbol] LIGHT SHADOW  
 [Symbol] CHALK LINE FENCE  
 [Symbol] WOOD FENCE  
 [Symbol] BRICK  
 [Symbol] CHALKED FLOW  
 [Symbol] ROUTE  
 [Symbol] FIVE MILE  
 [Symbol] STREET

APPROVED FOR CONSTRUCTION:  
 [Signature Line]  
 [Stamp: GROUP OF OPERATIONS]

SIGNATURE: [Signature]  
 5110

TOWN OF PELHAM  
 UPPER CANADA  
 CONSULTANTS

PROJECT NAME:  
 THE VILLAGE OF  
 CHESTNUT RIDGE  
 WCDC - col.JPG

SEDIMENTATION  
 CONTROL & MASTER  
 GRADING PLAN 3

DATE: 10/11  
 DRAWN: [Name]  
 CHECKED: [Name]  
 0125CP3 4

## SCHEDULE "G"

### BUILDING RESTRICTIONS (To be included in all Deeds)

The Developer shall cause to be registered against all Lots and blocks described in Schedule "A" of this Agreement, 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 Subdivision 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 or the intended operation and function of rear yard infiltration trenches or front yard infiltrating pits as the case may be. The Purchaser covenants and agrees that rainwater downspout connections to infiltration trenches or pits shall not be disconnected or blocked in any manner whatsoever. 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 Subdivision Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

No one shall interfere with the drainage swales, infiltration trenches or surface drainage pattern on a Lot or block without explicit written permission from the Director of Operations, Town of Pelham. All swales are for stormwater drainage management purposes and it shall be the responsibility of the Owner to maintain the drainage across the lot or block in accordance with the approved grading plan. Infiltration trenches are critical stormwater management controls within the Lot or block in accordance with approved plans and shall not be modified in any manner without the express written approval of the Director of Operations, Town of Pelham. Should the Town find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or stormwater management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the 16th day of June, 2006 and registered the 19th day of June, 2006, particularly Section 9.

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.

SCHEDULE "G"

**BUILDING RESTRICTIONS**

(To be included in all Deeds)

(Continued)

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod the Lot.

The Purchaser shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

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.



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SCHEDULE "H"

PHASE 1

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

	Security Requirements	Cash Requirements
<b>On-Site Primary Servicing</b>		
Watermains & services	\$ 203,600.00	
Storm sewers & services	\$ 362,200.00	
Storm water management: pond & outlet structures, trenches, pits	\$ 169,100.00	
Sanitary sewers & services	\$ 199,000.00	
Storm & sanitary sewer TV inspections (preliminary acceptance)	\$ 20,500.00	
Preliminary roads (excluding surface asphalt)	\$ 288,600.00	
Grading roadway, boulevards, topsoil stripping, siltation control	\$ 45,300.00	
Topsoil, seed, mulch entire site	\$ 354,500.00	
Barricade installation	\$ 3,600.00	
Sodding of major swales	\$ 2,200.00	
<b>Off-site Primary Servicing</b>		
Lookout Street sanitary sewer system, appurtenances and services (excluding existing residents)		\$ 87,800.00
Lookout Street watermain services (services on east side of Lookout Street)		\$ 19,700.00
Stormwater management pond outlet to Highway #20 storm sewer		\$ 31,100.00
Lookout St electrical transmission line reconfiguration	\$ 250,000.00	
<b>On-site Secondary Servicing</b>		
Driveway ramps (74 ramps)	\$ 74,000.00	
Storm & sanitary sewer TV inspections (final acceptance)	\$ 20,500.00	
Adjustment of appurtenances (Valves, M.H.'s, C.B., etc.)	\$ 24,800.00	
Final asphalt	\$ 52,000.00	
Concrete sidewalks	\$ 72,600.00	
Final grading, topsoil & sodding boulevards	\$ 33,500.00	
Boulevard trees	\$ 66,000.00	
Decorative street lighting	\$ 115,000.00	
Miscellaneous	\$ 1,800.00	
Irrigation system in median for Marlene Stewart Drive	\$ 5,000.00	
Landscape median on Marlene Stewart Drive	\$ 7,500.00	
<b>Off-site Secondary Servicing</b>		
Concrete sidewalk along east side of Lookout Street	\$ 41,700.00	
Concrete sidewalk south limit of subdivision, north side of Highway #20	\$ 10,500.00	
Driveway ramps on east side of Lookout Street	\$ 11,000.00	
Grading and sodding of boulevard on east side of Lookout Street	\$ 26,000.00	
Decorative street lighting, on east side of Lookout Street	\$ 65,000.00	
Boulevard trees on east side of Lookout Street (lots 1-6 and lots 17-20)	\$ 5,500.00	
Street lighting on south limit of subdivision, north side of Highway #20	\$ 13,100.00	
Lookout Street/ Highway #20 traffic signals	\$ 125,000.00	
Land acquisition at the north-west corner of Highway #20 and Lookout Street	\$ 50,000.00	
Relocate telephone utilities on Highway #20 at Lookout Street	\$ 97,000.00	
Replace storm sewer on Highway #20, east of Lookout Street (60.0m)		\$ 6,400.00
On-Site Primary Servicing Sub-Total	\$ 1,649,000.00	
Off-Site Primary Servicing Sub-Total	\$ 250,000.00	\$ 139,000.00
On-Site Secondary Servicing Sub-Total	\$ 473,000.00	
Off-Site Secondary Servicing Sub-Total	\$ 445,000.00	\$ 6,000.00
<b>Subdivision Net Servicing Cost (including securities and cash requirements)</b>	<b>\$ 2,961,000.00</b>	
Contingency (5%)	\$ 148,000.00	
Engineering (10%)	\$ 296,000.00	
Subtotal	\$ 3,405,000.00	
G.S.T. (7%)	\$ 238,000.00	
<b>Total Cost for Servicing Subdivision</b>	<b>\$ 3,643,000.00</b>	
<b>Requirements for On-Site Primary Servicing</b>		
On-site primary servicing sub-total	\$ 1,649,000.00	
Engineering & contingency (15%)	\$ 247,000.00	
Sub-total	\$ 1,896,000.00	
G.S.T. (7%)	\$ 133,000.00	
Total for on-site primary servicing	\$ 2,029,000.00	
On-site primary servicing required (20%)	A1 \$ 406,000.00	

Note: All sub-totals and totals rounded to nearest 1000

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SCHEDULE "H"

PHASE 1

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

	Security Requirements	Cash Requirements	
<b>Requirements for Off-Site Primary Servicing</b>			
Off-site primary servicing sub-total	\$ 250,000.00	\$ 139,000.00	
Engineering & contingency (15%)	\$ 38,000.00	\$ 21,000.00	
Sub-total	\$ 288,000.00	\$ 159,000.00	
G.S.T. (7%)	\$ 20,000.00	\$ 11,000.00	
Total for off-site primary servicing	\$ 308,000.00	\$ 170,000.00	
Off-site primary servicing required (100%)	A2 \$ 308,000.00	\$ 170,000.00	B1
<b>Requirements for On-Site Secondary Servicing</b>			
On-site secondary servicing sub-total	\$ 473,000.00		
Engineering & contingency (15%)	\$ 71,000.00		
Sub-total	\$ 543,000.00		
G.S.T. (7%)	\$ 38,000.00		
Total for on-site secondary servicing	\$ 582,000.00		
On-site secondary servicing required (120%)	A3 \$ 698,000.00		
<b>Requirements for Off-Site Secondary Servicing</b>			
Off-site secondary servicing sub-total	\$ 445,000.00	\$ 6,000.00	
Engineering & contingency (15%)	\$ 67,000.00	\$ 1,000.00	
Sub-total	\$ 512,000.00	\$ 7,000.00	
G.S.T. (7%)	\$ 36,000.00	\$ 1,000.00	
Total for off-site secondary servicing	\$ 547,000.00	\$ 8,000.00	
Off-site secondary servicing required ( Security 120%, Cash 100%)	A4 \$ 657,000.00	\$ 8,000.00	B2
<b>Total Letter of Credit Required (A1+A2+A3+A4)</b>			
	\$ 2,069,000.00		
<b>Sub-total Cash Requirement (B1+B2)</b>			
	\$ 178,000.00		
<b>Engineering Cash Deposit</b>			
Town administration and review fee	\$ 112,000.00		
Street sign installations	\$ 6,000.00		
<b>Total Cash Deposit Required</b>			
	\$ 296,000.00		

Note: All sub-totals and totals rounded to nearest 1000



<b>Properties</b>		
PIN	64035 - 0651 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	PT LT 3 CON 7 PELHAM ; PELHAM	
Address	PELHAM	
PIN	64035 - 0652 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	PT LT 3 CON 7 PELHAM ; PELHAM	
Address	PELHAM	

<b>Applicant(s)</b>	
Name	MORI NURSERIES LIMITED
Address for Service	1695 Highway 55 R. R. 2 Niagara-on-the-Lake, Ontario L0S 1J0
I, JIM GARRETT, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	
Name	WALKER COMMUNITY DEVELOPMENT CORPORATION
Address for Service	P. O. Box 100 Thorold, Ontario L2V 3Y8
I, MIKE WATT, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

<b>Statements</b>	
The applicant applies to register a plan of subdivision of the land prepared by MATTHEWS CAMERON-HEYWOOD-KERRY T. HOWE SURVEYING LTD. dated 2006/05/17	
All the consents required have been obtained.	
Schedule: I, Bruce Smith, solicitor, state that there are no charges registered against the lands and no consent of the chargee is required.	

<b>Signed By</b>			
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Applicant(s)	Signed      2006 05 25
Tel	9057355684		
Fax	9057353340		

<b>Submitted By</b>	
LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9
Tel	9057355684
Fax	9057353340
2006 06 19	

<b>Fees/Taxes/Payment</b>	
Statutory Registration Fee	\$0.00
Total Paid	\$0.00

<b>Properties</b>		
PIN	64035 - 0651   LT	<input checked="" type="checkbox"/> Redescription
Description	LTS 18, 19, 20 & PT LT 17, PLAN 59M-348; PELHAM	
Address	PELHAM	
PIN	64035 - 0652   LT	<input checked="" type="checkbox"/> Redescription
Description	LTS 1 TO 16, INCLUSIVE, LTS 21 TO 31, INCLUSIVE, BLKS 32 TO 50, INCLUSIVE AND PT LT 17, PLAN 59M-348; PELHAM	
Address	PELHAM	

<b>Applicant(s)</b>	
Name	THE CORPORATION OF THE TOWN OF PELHAM
Address for Service	P. O. Box 400 Fonthill, Ontario L0S 1E0

I, RONALD LEAVENS-Mayor and CHERYL MICLETTE-Clerk, have the authority to bind the corporation.

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

<b>Statements</b>
The Municipality/applicant applies for an entry inhibiting any dealing with the property until the following have been complied with. 1. Transfer of Block 46, Plan 59M-348 to The Corporation of the Town of Pelham for stormwater management purposes. 2. Transfer of Block 48, Plan 59M-348 to The Corporation of the Town of Pelham for future road allowance. 3. Transfer of Block 50, Plan 59M-348 to The Corporation of the Town of Pelham for 0.3 metre reserve purposes. 4. Transfer to The Corporation of the Town of Pelham for a sanitary sewer easement over Parts of Lots 1 and 2 and Blocks 41, 42, 44, 45 and 47, Plan 59M-348. 5. Transfer to The Corporation of the Town of Pelham of a stormwater management easement over Lots 6-31, inclusive, Blocks 32-34, inclusive, Blocks 38-45, inclusive and Block 47, Plan 59M-348. 6. Transfer to The Corporation of the Town of Pelham of a watermain easement over Blocks 44, 45 and 47, Plan 59M-348. 7. Transfer to The Corporation of the Town of Pelham of an easement for temporary turning circles over Blocks 24 and 35, Plan 59M-348. 8. Transfer to Hydro One Networks Inc. of hydro easement over Block 47, Plan 59M-348. 9. Issuance by The Corporation of the Town of Pelham of a Certificate of Completion of Primary Services in regard to Lots 1-31, inclusive, Blocks 32-45, inclusive, Block 47, Plan 59M-348.    . The registered owner of the land has agreed not to deal with the land until the specified condition(s) has been complied with.

<b>Signed By</b>				
Robert Bruce Smith	201-247 East Main St. PO Box 67	acting for Applicant(s)	Signed	2006 06 19
	Welland L3B 5N9			
Tel	9057355684			
Fax	9057353340			

<b>Submitted By</b>		
LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67	2006 06 19
	Welland L3B 5N9	
Tel	9057355684	
Fax	9057353340	

<b>Fees/Taxes/Payment</b>	
Statutory Registration Fee	\$60.00
Total Paid	\$60.00

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd    Page 1 of 1

**Properties**

PIN            64035 - 0652   LT            Interest/Estate    Fee Simple            ☒ Split

Description   BLOCK 46, PLAN 59M-348; BLOCK 48, PLAN 59M-348; BLOCK 50, PLAN 59M-348  
                  PELHAM

Address        PELHAM

**Consideration**

Consideration    \$ 1.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name            WALKER COMMUNITY DEVELOPMENT CORPORATION

Address for Service   P. O. Box 100  
                             Thorold, Ontario  
                             L2V 3Y8

I, MIKE WATT, have the authority to bind the corporation.

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

**Transferee(s)****Capacity****Share**

Name            THE CORPORATION OF THE TOWN OF PELHAM            Registered Owner

Address for Service   P. O. Box 400  
                             Fonthill, Ontario  
                             L0S 1E0

**Statements**

THE CORPORATION OF THE TOWN OF PELHAM, has consented to the registration of this document, subject to the continuance of registration no. SN124861 registered on 2006/06/19

**Signed By**

Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferor(s)	Signed	2006 06 19
Tel        9057355684				
Fax        9057353340				
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferee(s)	Signed	2006 06 19
Tel        9057355684				
Fax        9057353340				

**Submitted By**

LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 06 19
Tel        9057355684		
Fax        9057353340		

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0652 BLOCK 46, PLAN 59M-348; BLOCK 48, PLAN 59M-348; BLOCK 50, PLAN 59M-348 PELHAM

BY: WALKER COMMUNITY DEVELOPMENT CORPORATION  
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. BRUCE SMITH

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

4.

Explanation for nominal considerations:

s) other: Conveyance pursuant to the terms of Subdivision Agreement.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer  
LRO 59 Registration No. SN124867 Date: 2006/06/19

B. Property(s): PIN 64035 - 0652 Address PELHAM Assessment Roll No -

C. Address for Service: P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0652 Registration No. null  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Robert Bruce Smith  
201-247 East Main St. PO  
Box 67  
Welland L3B 5N9

Properties

PIN	64035 - 0651 LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	PT LT 17, PLAN 59M-348 AND DESIGNATED AS PART 46 ON PLAN 59R-13127; PELHAM PT LT 18, PLAN 59M-348 AND DESIGNATED AS PART 47 ON PLAN 59R-13127; PELHAM PT LT 19, PLAN 59M-348 AND DESIGNATED AS PART 48 ON PLAN 59R-13127; PELHAM PT LT 20, PLAN 59M-348 AND DESIGNATED AS PART 49 ON PLAN 59R-13127; PELHAM			
Address	PELHAM			

Consideration

Consideration    \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name                    MORI NURSERIES LIMITED  
Address for Service    1695 Highway 55  
                              R. R. 2  
                              Niagara-on-the-Lake, Ontario  
                              L0S 1J0

I, JIM GARRETT, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name	THE CORPORATION OF THE TOWN OF PELHAM	Registered Owner
Address for Service	P. O. Box 400 Fonthill, Ontario L0S 1E0	

Statements

Schedule: See Schedules  
THE CORPORATION OF THE TOWN OF PELHAM, has consented to the registration of this document, subject to the continuance of registration no. SN124861 registered on 2006/06/19

Signed By

Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferor(s)	Signed	2006 06 23
Tel        9057355684				
Fax        9057353340				
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferee(s)	Signed	2006 06 23
Tel        9057355684				
Fax        9057353340				

Submitted By

LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 06 23
Tel        9057355684		
Fax        9057353340		

Fees/Taxes/Payment

Statutory Registration Fee                    \$60.00

<b>Fees/Taxes/Payment</b>
---------------------------

Land Transfer Tax	\$0.00
Total Paid	\$60.00

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 management facility 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 subject lands (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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

6. This is an easement in gross.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0651 PT LT 17, PLAN 59M-348 AND DESIGNATED AS PART 46 ON PLAN 59R-13127; PELHAM  
PT LT 18, PLAN 59M-348 AND DESIGNATED AS PART 47 ON PLAN 59R-13127; PELHAM  
PT LT 19, PLAN 59M-348 AND DESIGNATED AS PART 48 ON PLAN 59R-13127; PELHAM  
PT LT 20, PLAN 59M-348 AND DESIGNATED AS PART 49 ON PLAN 59R-13127; PELHAM

BY: MORI NURSERIES LIMITED  
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. BRUCE SMITH

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

4.

Explanation for nominal considerations:  
s) other: Conveyance pursuant to terms of Subdivision Agreement.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement  
LRO 59 Registration No. SN125560 Date: 2006/06/23

B. Property(s): PIN 64035 - 0651 Address PELHAM Assessment - Roll No

C. Address for Service: P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0651 Registration No. null  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Robert Bruce Smith  
201-247 East Main St. PO  
Box 67  
Welland L3B 5N9



Properties

PIN	64035 - 0652 LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	PT LT 6, PLAN 59M-348 AND DESIGNATED AS PART3 ON PLAN 59R-13127; PELHAM PT LT 7, PLAN 59M-348 AND DESIGNATED AS PART 4 ON PLAN 59R-13127; PELHAM PT LT 8, PLAN 59M-348 AND DESIGNATED AS PART 5 ON PLAN 59R-13127; PELHAM PT LT 9, PLAN 59M-348 AND DESIGNATED AS PART 6 ON PLAN 59R-13127; PELHAM PT LT 10, PLAN 59M-348 AND DESIGNATED AS PART 7 ON PLAN 59R-13127; PELHAM PT LT 11, PLAN 59M-348 AND DESIGNATED AS PART 8 ON PLAN 59R-13127; PELHAM PT LT 12, PLAN 59M-348 AND DESIGNATED AS PART 9 ON PLAN 59R-13127; PELHAM PT LT 13, PLAN 59M-348 AND DESIGNATED AS PART 10 ON PLAN 59R-13127; PELHAM PT LT 14, PLAN 59M-348 AND DESIGNATED AS PART 11 ON PLAN 59R-13127; PELHAM PT LT 15, PLAN 59M-348 AND DESIGNATED AS PARTS 12 AND 13 ON PLAN 59R-13127; PELHAM PT LT 16, PLAN 59M-348 AND DESIGNATED AS PART 14 ON PLAN 59R-13127; PELHAM PT LT 21, PLAN 59M-348 AND DESIGNATED AS PART 15 ON PLAN 59R-13127; PELHAM PT LT 22, PLAN 59M-348 AND DESIGNATED AS PART 16 ON PLAN 59R-13127; PELHAM PT LT 23, PLAN 59M-348 AND DESIGNATED AS PARTS 17 AND 18 ON PLAN 59R-13127; PELHAM PT LT 24, PLAN 59M-348 AND DESIGNATED AS PART 19 ON PLAN 59R-13127; PELHAM PT LT 25, PLAN 59M-348 AND DESIGNATED AS PART 20 ON PLAN 59R-13127; PELHAM PT LT 26, PLAN 59M-348 AND DESIGNATED AS PART 21 ON PLAN 59R-13127; PELHAM PT LT 27, PLAN 59M-348 AND DESIGNATED AS PART 22 ON PLAN 59R-13127; PELHAM PT LT 28, PLAN 59M-348 AND DESIGNATED AS PART 23 ON PLAN 59R-13127; PELHAM PT LT 29, PLAN 59M-348 AND DESIGNATED AS PART 24 ON PLAN 59R-13127; PELHAM PT LT 30, PLAN 59M-348 AND DESIGNATED AS PART 25 ON PLAN 59R-13127; PELHAM PT LT 31, PLAN 59M-348 AND DESIGNATED AS PART 26 ON PLAN 59R-13127; PELHAM PT BLK 32, PLAN 59M-348 AND DESIGNATED AS PART 27 ON PLAN 59R-13127; PELHAM PT BLK 33, PLAN 59M-348 AND DESIGNATED AS PART 28 ON PLAN 59R-13127; PELHAM PT BLK 34, PLAN 59M-348 AND DESIGNATED AS PART 29 ON PLAN 59R-13127; PELHAM PT BLK 38, PLAN 59M-348 AND DESIGNATED AS PART 30 ON PLAN 59R-13127; PELHAM PT BLK 39, PLAN 59M-348 AND DESIGNATED AS PART 31 ON PLAN 59R-13127; PELHAM PT BLK 40, PLAN 59M-348 AND DESIGNATED AS PART 32 ON PLAN 59R-13127; PELHAM PT BLK 41, PLAN 59M-348 AND DESIGNATED AS PART 33 ON PLAN 59R-13127; PELHAM PT BLK 42, PLAN 59M-348 AND DESIGNATED AS PART 36 ON PLAN 59R-13127; PELHAM PT BLK 43, PLAN 59M-348 AND DESIGNATED AS PART 37 ON PLAN 59R-13127; PELHAM PT BLK 44, PLAN 59M-348 AND DESIGNATED AS PART 38 ON PLAN 59R-13127; PELHAM PT BLK 45, PLAN 59M-348 AND DESIGNATED AS PART 41 ON PLAN 59R-13127; PELHAM PT BLK 47, PLAN 59M-348 AND DESIGNATED AS PART 44 ON PLAN 59R-13127; PELHAM			
Address	PELHAM			

Consideration

Consideration    \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name

WALKER COMMUNITY DEVELOPMENT CORPORATION

Address for Service

P. O. Box 100  
Thorold, Ontario  
L2V 3Y8

I, MIKE WATT, have the authority to bind the corporation.

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

Transferee(s)

Capacity

Share

Name

THE CORPORATION OF THE TOWN OF PELHAM

Registered Owner

Address for Service

P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

Statements

Schedule: See Schedules

THE CORPORATION OF THE TOWN OF PELHAM, has consented to the registration of this document, subject to the continuance of registration no. SN124861 registered on 2006/06/19

Signed By

Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferor(s)	Signed	2006 06 23
Tel	9057355684			
Fax	9057353340			
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferee(s)	Signed	2006 06 23
Tel	9057355684			
Fax	9057353340			

Submitted By

LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 06 23
Tel	9057355684	
Fax	9057353340	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

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 management facility 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 subject lands (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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

6. This is an easement in gross.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0652 PT LT 6, PLAN 59M-348 AND DESIGNATED AS PART3 ON PLAN 59R-13127; PELHAM  
PT LT 7, PLAN 59M-348 AND DESIGNATED AS PART 4 ON PLAN 59R-13127; PELHAM  
PT LT 8, PLAN 59M-348 AND DESIGNATED AS PART 5 ON PLAN 59R-13127; PELHAM  
PT LT 9, PLAN 59M-348 AND DESIGNATED AS PART 6 ON PLAN 59R-13127; PELHAM  
PT LT 10, PLAN 59M-348 AND DESIGNATED AS PART 7 ON PLAN 59R-13127; PELHAM  
PT LT 11, PLAN 59M-348 AND DESIGNATED AS PART 8 ON PLAN 59R-13127; PELHAM  
PT LT 12, PLAN 59M-348 AND DESIGNATED AS PART 9 ON PLAN 59R-13127; PELHAM  
PT LT 13, PLAN 59M-348 AND DESIGNATED AS PART 10 ON PLAN 59R-13127; PELHAM  
PT LT 14, PLAN 59M-348 AND DESIGNATED AS PART 11 ON PLAN 59R-13127; PELHAM  
PT LT 15, PLAN 59M-348 AND DESIGNATED AS PARTS 12 AND 13 ON PLAN 59R-13127; PELHAM  
PT LT 16, PLAN 59M-348 AND DESIGNATED AS PART 14 ON PLAN 59R-13127; PELHAM  
PT LT 21, PLAN 59M-348 AND DESIGNATED AS PART 15 ON PLAN 59R-13127; PELHAM  
PT LT 22, PLAN 59M-348 AND DESIGNATED AS PART 16 ON PLAN 59R-13127; PELHAM  
PT LT 23, PLAN 59M-348 AND DESIGNATED AS PARTS 17 AND 18 ON PLAN 59R-13127; PELHAM  
PT LT 24, PLAN 59M-348 AND DESIGNATED AS PART 19 ON PLAN 59R-13127; PELHAM  
PT LT 25, PLAN 59M-348 AND DESIGNATED AS PART 20 ON PLAN 59R-13127; PELHAM  
PT LT 26, PLAN 59M-348 AND DESIGNATED AS PART 21 ON PLAN 59R-13127; PELHAM  
PT LT 27, PLAN 59M-348 AND DESIGNATED AS PART 22 ON PLAN 59R-13127; PELHAM  
PT LT 28, PLAN 59M-348 AND DESIGNATED AS PART 23 ON PLAN 59R-13127; PELHAM  
PT LT 29, PLAN 59M-348 AND DESIGNATED AS PART 24 ON PLAN 59R-13127; PELHAM  
PT LT 30, PLAN 59M-348 AND DESIGNATED AS PART 25 ON PLAN 59R-13127; PELHAM  
PT LT 31, PLAN 59M-348 AND DESIGNATED AS PART 26 ON PLAN 59R-13127; PELHAM  
PT BLK 32, PLAN 59M-348 AND DESIGNATED AS PART 27 ON PLAN 59R-13127; PELHAM  
PT BLK 33, PLAN 59M-348 AND DESIGNATED AS PART 28 ON PLAN 59R-13127; PELHAM  
PT BLK 34, PLAN 59M-348 AND DESIGNATED AS PART 29 ON PLAN 59R-13127; PELHAM  
PT BLK 38, PLAN 59M-348 AND DESIGNATED AS PART 30 ON PLAN 59R-13127; PELHAM  
PT BLK 39, PLAN 59M-348 AND DESIGNATED AS PART 31 ON PLAN 59R-13127; PELHAM  
PT BLK 40, PLAN 59M-348 AND DESIGNATED AS PART 32 ON PLAN 59R-13127; PELHAM  
PT BLK 41, PLAN 59M-348 AND DESIGNATED AS PART 33 ON PLAN 59R-13127; PELHAM  
PT BLK 42, PLAN 59M-348 AND DESIGNATED AS PART 36 ON PLAN 59R-13127; PELHAM  
PT BLK 43, PLAN 59M-348 AND DESIGNATED AS PART 37 ON PLAN 59R-13127; PELHAM  
PT BLK 44, PLAN 59M-348 AND DESIGNATED AS PART 38 ON PLAN 59R-13127; PELHAM  
PT BLK 45, PLAN 59M-348 AND DESIGNATED AS PART 41 ON PLAN 59R-13127; PELHAM  
PT BLK 47, PLAN 59M-348 AND DESIGNATED AS PART 44 ON PLAN 59R-13127; PELHAM

BY:	WALKER COMMUNITY DEVELOPMENT CORPORATION		
TO:	THE CORPORATION OF THE TOWN OF PELHAM	Registered Owner	%(all PINs)

1. BRUCE SMITH

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:	
(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

5. The land is not subject to an encumbrance

A. Nature of Instrument: Transfer Easement  
LRO 59 Registration No. SN125561 Date: 2006/06/23

B. Property(s): PIN 64035 - 0652 Address Assessment -  
PELHAM Roll No

C. Address for Service: P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0652 Registration No. SN124867  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Robert Bruce Smith  
201-247 East Main St. PO  
Box 67  
Welland L3B 5N9

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd    Page 1 of 3

**Properties**

**PIN**                    64035 - 0652 LT                    *Interest/Estate*    Easement                    ☒ Add Easement

**Description**       PT LT 1, PLAN 59M-348 AND DESIGNATED AS PART 1 ON PLAN 59R-13127; PELHAM  
PT LT 2, PLAN 59M-348 AND DESIGNATED AS PART 2 ON PLAN 59R-13127; PELHAM  
PT BLK 41, PLAN 59M-348 AND DESIGNATED AS PART 34 ON PLAN 59R-13127;  
PELHAM  
PT BLK 42, PLAN 59M-348 AND DESIGNATED AS PART 35 ON PLAN 59R-13127;  
PELHAM  
PT BLK 44, PLAN 59M-348 AND DESIGNATED AS PART 39 ON PLAN 59R-13127;  
PELHAM  
PT BLK 45, PLAN 59M-348 AND DESIGNATED AS PART 40 ON PLAN 59R-13127;  
PELHAM  
PT BLK 47, PLAN 59M-348 AND DESIGNATED AS PART 45 ON PLAN 59R-13127;  
PELHAM

**Address**            PELHAM

**Consideration**

**Consideration**       \$ 1.00

**Transferor(s)**

The transferor(s) hereby transfers the easement to the transferee(s).

**Name**                    WALKER COMMUNITY DEVELOPMENT CORPORATION

**Address for Service**    P. O. Box 100  
Thorold, Ontario  
L2V 3Y8

I, MIKE WATT, have the authority to bind the corporation.

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

**Transferee(s)****Capacity****Share**

**Name**                    THE CORPORATION OF THE TOWN OF PELHAM                    Registered Owner

**Address for Service**    P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

**Statements**

Schedule: See Schedules

THE CORPORATION OF THE TOWN OF PELHAM, has consented to the registration of this document, subject to the continuance of registration no. SN124861 registered on 2006/06/19

**Signed By**

Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferor(s)	Signed	2006 06 23
Tel       9057355684				
Fax       9057353340				
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferee(s)	Signed	2006 06 23
Tel       9057355684				
Fax       9057353340				

**Submitted By**

LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 06 23
Tel       9057355684		
Fax       9057353340		

The applicant(s) hereby applies to the Land Registrar.

<b>Fees/Taxes/Payment</b>
---------------------------

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

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 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 subject lands (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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

6. This is an easement in gross.



LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0652 PT LT 1, PLAN 59M-348 AND DESIGNATED AS PART 1 ON PLAN 59R-13127; PELHAM  
PT LT 2, PLAN 59M-348 AND DESIGNATED AS PART 2 ON PLAN 59R-13127; PELHAM  
PT BLK 41, PLAN 59M-348 AND DESIGNATED AS PART 34 ON PLAN 59R-13127; PELHAM  
PT BLK 42, PLAN 59M-348 AND DESIGNATED AS PART 35 ON PLAN 59R-13127; PELHAM  
PT BLK 44, PLAN 59M-348 AND DESIGNATED AS PART 39 ON PLAN 59R-13127; PELHAM  
PT BLK 45, PLAN 59M-348 AND DESIGNATED AS PART 40 ON PLAN 59R-13127; PELHAM  
PT BLK 47, PLAN 59M-348 AND DESIGNATED AS PART 45 ON PLAN 59R-13127; PELHAM

BY: WALKER COMMUNITY DEVELOPMENT CORPORATION  
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. BRUCE SMITH

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

4.

Explanation for nominal considerations:  
s) other: Conveyance pursuant to terms of Subdivision Agreement.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement  
LRO 59 Registration No. SN125562 Date: 2006/06/23  
B. Property(s): PIN 64035 - 0652 Address PELHAM Assessment - Roll No  
C. Address for Service: P. O. Box 400  
Fonthill, Ontario  
L0S 1E0  
D. (i) Last Conveyance(s): PIN 64035 - 0652 Registration No. SN124867  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐  
E. Tax Statements Prepared By: Robert Bruce Smith  
201-247 East Main St. PO  
Box 67  
Welland L3B 5N9

Properties			
PIN	64035 - 0652 LT	Interest/Estate	Easement <input checked="" type="checkbox"/> Add Easement
Description	PT BLK 44, PLAN 59M-348 AND DESIGNATED AS PART 39 ON PLAN 59R-13127; PELHAM PT BLK 45, PLAN 59M-348 AND DESIGNATED AS PART 40 ON PLAN 59R-13127; PELHAM PT BLK 47, PLAN 59M-348 AND DESIGNATED AS PART 45 ON PLAN 59R-13127; PELHAM		
Address	PELHAM		

Consideration	
Consideration	\$ 1.00

Transferor(s)	
The transferor(s) hereby transfers the easement to the transferee(s).	
Name	WALKER COMMUNITY DEVELOPMENT CORPORATION
Address for Service	P. O. Box 100 Thorold, Ontario L2V 3Y8

I, MIKE WATT, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
Name	THE CORPORATION OF THE TOWN OF PELHAM	Registered Owner
Address for Service	P. O. Box 400 Fonthill, Ontario L0S 1E0	

Statements
Schedule: See Schedules
THE CORPORATION OF THE TOWN OF PELHAM, has consented to the registration of this document, subject to the continuance of registration no. SN124861 registered on 2006/06/19

Signed By					
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferor(s)	Signed	2006 06 23	
Tel	9057355684				
Fax	9057353340				
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferee(s)	Signed	2006 06 23	
Tel	9057355684				
Fax	9057353340				

Submitted By		
LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 06 23
Tel	9057355684	
Fax	9057353340	

Fees/Taxes/Payment	
Statutory Registration Fee	\$60.00

The applicant(s) hereby applies to the Land Registrar.

<b>Fees/Taxes/Payment</b>
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Land Transfer Tax	\$0.00
Total Paid	\$60.00

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 watermain 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 subject lands (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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

6. This is an easement in gross.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0652 PT BLK 44, PLAN 59M-348 AND DESIGNATED AS PART 39 ON PLAN 59R-13127; PELHAM  
PT BLK 45, PLAN 59M-348 AND DESIGNATED AS PART 40 ON PLAN 59R-13127; PELHAM  
PT BLK 47, PLAN 59M-348 AND DESIGNATED AS PART 45 ON PLAN 59R-13127; PELHAM

BY: WALKER COMMUNITY DEVELOPMENT CORPORATION  
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. BRUCE SMITH

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

4.

Explanation for nominal considerations:  
s) other: Conveyance pursuant to terms of Subdivision Agreement.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement  
LRO 59 Registration No. SN125563 Date: 2006/06/23  
B. Property(s): PIN 64035 - 0652 Address PELHAM Assessment Roll No -  
C. Address for Service: P. O. Box 400  
Fonthill, Ontario  
L0S 1E0  
D. (i) Last Conveyance(s): PIN 64035 - 0652 Registration No. SN124867  
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known  
E. Tax Statements Prepared By: Robert Bruce Smith  
201-247 East Main St. PO  
Box 67  
Welland L3B 5N9

Properties	
PIN	64035 - 0651 LT
Description	PT LTS 2 & 3 CON 7 PELHAM ; PT RDAL BTN LTS 2 & 3 CON 7 PELHAM (CLOSED BY BL176) PART 1 59R12868 ; PELHAM
Address	PELHAM
PIN	64035 - 0652 LT
Description	PT LTS 2 & 3 CON 7 PELHAM ; PT RDAL BTN LTS 2 & 3 CON 7 PELHAM (CLOSED BY BL176) PART 1 59R12869 ; PELHAM
Address	PELHAM

Source Instruments		
Registration No.	Date	Type of Instrument
SN124861	2006 06 19	Application For Inhibiting Order-Land

Applicant(s)

Name

THE CORPORATION OF THE TOWN OF PELHAM

Address for Service

20 Pelham Town Square  
P. O. Box 400  
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 THE CORPORATION OF THE TOWN OF PELHAM BY CHERYL MICLETTE, CLERK.

Statements

All the conditions under the Inhibiting Order have been dealt with and the Inhibiting Order can now be deleted.

Signed By				
Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Applicant(s)	Signed	2006 06 27
Tel	9057355684			
Fax	9057353340			

Submitted By		
LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 06 28
Tel	9057355684	
Fax	9057353340	

Fees/Taxes/Payment	
Statutory Registration Fee	\$60.00
Total Paid	\$60.00

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN	64035 - 0695 LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	BLOCK 34, PLAN 59M348, AND DESIGNATED AS PART 43 ON PLAN 59R-13127; PELHAM			
Address	PELHAM			
PIN	64035 - 0706 LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	BLOCK 45, PLAN 59M348 AND DESIGNATED AS PART 42 ON PLAN 59R-13127; PELHAM			
Address	PELHAM			

Consideration

Consideration    \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name                      WALKER COMMUNITY DEVELOPMENT CORPORATION  
Address for Service    P. O. Box 100  
                                 Thorold, Ontario  
                                 L2V 3Y8

I, MIKE WATT, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
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Name	THE CORPORATION OF THE TOWN OF PELHAM	Registered Owner
Address for Service	P. O. Box 400 Fonthill, Ontario L0S 1E0	

Statements

Schedule: See Schedules

Signed By

Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferor(s)	Signed	2006 07 04
Tel        9057355684				
Fax        9057353340				
Ida Doherty	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Transferee(s)	Signed	2006 07 04
Tel        9057355684				
Fax        9057353340				

Submitted By

LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9	2006 07 04
Tel        9057355684		
Fax        9057353340		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Land Transfer Tax	\$0.00
Total Paid	\$60.00

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 temporary right and easement over the lands described in the transfer/deed (called "the Easement Lands") for the purpose of temporary turning circles associated with the use of Kline Crescent until such time as Kline Crescent, as shown on Plan 59M-348 is further opened to the east.

2. This easement shall terminate upon the said Kline Crescent being extended further to the east at which time the Transferee agrees to release the easement.

3. The Transferor shall have the right to use and enjoy the Easement Lands for temporary turning circle purposes. 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 Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

6. This is an easement in gross.



LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0695 BLOCK 34, PLAN 59M348, AND DESIGNATED AS PART 43 ON PLAN 59R-13127; PELHAM

64035 - 0706 BLOCK 45, PLAN 59M348 AND DESIGNATED AS PART 42 ON PLAN 59R-13127; PELHAM

BY: WALKER COMMUNITY DEVELOPMENT CORPORATION

TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. ROBERT BRUCE SMITH

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

4.

Explanation for nominal considerations:

s) other: Conveyance of easement pursuant to Subdivision Agreement

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 59 Registration No. SN126877 Date: 2006/07/04

B. Property(s): PIN 64035 - 0695 Address PELHAM Assessment Roll No -

PIN 64035 - 0706 Address PELHAM Assessment Roll No -

C. Address for Service: P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0695 Registration No. SN125564  
PIN 64035 - 0706 Registration No. SN125563

(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Ida Doherty  
201-247 East Main St. PO  
Box 67  
Welland L3B 5N9