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December 11, 2013

Ms. Kristen Thompson
Daniel & Partners LLP,
39 Queen Street, PO Box 24022
St. Catharines, ON L2R 7P7

RE: Residence at Lookout, The Village of Chestnut Ridge Phase 2

Dear Ms. Kristen Thompson

Please find enclosed the Acknowledgement and Direction with respect to Residence at Lookout, The village of Chestnut Ridge, Phase 2.

If you have any further questions regarding the attached, please do not hesitate to contact Ms. Bozzato at 905-892-2607, extension 315.

Yours truly,

Quaine Bell

for (Mrs.) Nancy J. Bozzato, *Dipl. M.M., AMCT*
Town Clerk

Encl.

/db

From the Clerk's Department
Administrative Services

20 Pelham Town Square P.O Box 400 · Fonthill, ON L0S 1E0 p: 905.892.2607 f: 905.892.5055
pelham.ca

Pelham
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April 9, 2014

Callum Shedden
Daniel & Partners LLP,
39 Queen Street, PO Box 24022
St. Catharines, ON L2R 7P7

RE: Residence at Lookout, The Village of Chestnut Ridge Phase 2

Dear Mr. Shedden

Please find enclosed the executed Acknowledgement and Direction for the Residence at Lookout, The Village of Chestnut Ridge – Phase 2, Application to delete Primary Services Inhibiting Order.

If you have any further questions regarding the attached, please do not hesitate to contact Ms. Bozzato at 905-892-2607, extension 315.

Yours truly,

Diane Rey

for (Mrs.) Nancy J. Bozzato, *Dipl. M.M., AMCT*
Town Clerk

Encl.

/db

From the Clerk's Department
Administrative Services

20 Pelham Town Square P.O Box 400 · Fonthill, ON L0S 1E0 p: 905.892.2607 f: 905.892.5055
pelham.ca

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Application to delete Primary Services Inhibiting Order

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** 3rd **day of** April **, 20**14.

WITNESS

(As to all signatures, if required)

_____

_____
THE CORPORATION OF THE TOWN OF PELHAM

Per: Nancy J. Bozzato, Clerk

_____

_____

Properties

PIN 64035 - 0840 LT

Description LOT 1, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0841 LT

Description LOT 2, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0842 LT

Description LOT 3, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0843 LT

Description LOT 4, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 4, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0844 LT

Description LOT 5, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 5, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0845 LT

Description LOT 6, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 6, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0846 LT

Description LOT 7, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 7, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0847 LT

Description LOT 8, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0848 LT

Description LOT 9, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 9, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0849 LT

Description LOT 10, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 10, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0850 LT

Description LOT 11, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0851 LT

Description LOT 12, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0852 LT

Description LOT 13, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0853 LT
Description LOT 14, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0854 LT
Description LOT 15, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0855 LT
Description LOT 16, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0856 LT
Description LOT 17, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0857 LT
Description LOT 18, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 12, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0858 LT
Description LOT 19, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 13, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0859 LT
Description LOT 20, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 14, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0860 LT
Description LOT 21, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 15, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0861 LT
Description LOT 22, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 16 & 17, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0862 LT
Description LOT 23, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 18, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0863 LT
Description LOT 24, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 19, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0864 LT
Description LOT 25, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 20, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0865 LT
Description LOT 26, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0866 LT
Description LOT 27, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0867 LT
Description LOT 28, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0868 LT
Description LOT 29, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0869 LT
Description LOT 30, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0870 LT
Description LOT 31, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0871 LT
Description LOT 32, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0872 LT
Description LOT 33, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0873 LT
Description LOT 34, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0874 LT
Description LOT 35, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 21, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0875 LT
Description LOT 36, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 22, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0876 LT
Description LOT 37, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 23, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0877 LT
Description LOT 38, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 24, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0878 LT
Description LOT 39, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 25 & 26, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0879 LT
Description LOT 40, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 27, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0880 LT
Description LOT 41, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 28, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0881 LT

Description LOT 42, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 29, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0882 LT

Description LOT 43, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 30, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0883 LT

Description LOT 44, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 31, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0884 LT

Description LOT 45, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 32, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0885 LT

Description LOT 46, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 33, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0886 LT

Description LOT 47, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 34, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0887 LT

Description LOT 48, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 35, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0888 LT

Description LOT 49, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 36, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0889 LT

Description LOT 50, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 37, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0890 LT

Description LOT 51, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 38, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0891 LT

Description LOT 52, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 39, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0892 LT

Description LOT 53, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 40, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0893 LT

Description LOT 54, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 41, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0894 LT
Description LOT 55, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0895 LT
Description LOT 56, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0896 LT
Description LOT 57, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0897 LT
Description LOT 58, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0898 LT
Description LOT 59, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0899 LT
Description LOT 60, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0900 LT
Description LOT 61, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0901 LT
Description LOT 62, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0902 LT
Description LOT 63, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0903 LT
Description LOT 64, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0904 LT
Description LOT 65, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0905 LT
Description LOT 66, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 42, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0906 LT
Description LOT 67, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 43, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0907 LT
Description LOT 68, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 44 & 45, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0908 LT
Description LOT 69, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 46, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0909 LT

Description LOT 70, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 47, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0910 LT

Description LOT 71, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 48, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0911 LT

Description LOT 72, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 49, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0912 LT

Description LOT 73, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 50, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0913 LT

Description LOT 74, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 51 & 52, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0914 LT

Description LOT 75, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 53, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0915 LT

Description LOT 76, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0916 LT

Description LOT 77, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0917 LT

Description LOT 78, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 54, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0918 LT

Description LOT 79, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 55, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0919 LT

Description LOT 80, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 56, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0920 LT

Description LOT 81, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 57 & 58, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0921 LT

Description LOT 82, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 59 & 60, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0922 LT

Description LOT 83, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 61, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0923 LT

Description LOT 84, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 62, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0924 LT

Description LOT 85, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 63, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0925 LT

Description LOT 86, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 64 & 65, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0926 LT

Description LOT 87, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 66 & 67, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0927 LT

Description LOT 88, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 68, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0928 LT

Description LOT 89, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 69, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0929 LT

Description LOT 90, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 70 & 71, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0930 LT

Description LOT 91, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 72 & 73, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0931 LT

Description LOT 92, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 74, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0932 LT

Description LOT 93, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 75 & 76, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0933 LT

Description LOT 94, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 77 & 78, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0934 LT

Description LOT 95, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 79, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0935 LT

Description LOT 96, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 80, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0936 LT

Description LOT 97, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 81, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0937 LT

Description LOT 98, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 82, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0938 LT

Description LOT 99, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 83, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0939 LT

Description LOT 100, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 84, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0940 LT

Description LOT 101, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 85 & 86, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0941 LT

Description LOT 102, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 87 & 88, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0942 LT

Description LOT 103, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 89 & 90, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0943 LT

Description LOT 104, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 91 & 92, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0944 LT

Description LOT 105, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 93, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0945 LT

Description LOT 106, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 94 & 95, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0946 LT

Description LOT 107, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 96 & 97, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0947 LT

Description LOT 108, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 98, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0948 LT

Description LOT 109, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 99 & 100, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0949 LT

Description LOT 110, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 101 & 102, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0950 LT

Description LOT 111, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 103, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0951 LT

Description LOT 112, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 104 & 105, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0952 LT

Description LOT 113, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 106, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0953 LT

Description LOT 114, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 107, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0954 LT

Description LOT 115, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 108 & 109, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0955 LT

Description LOT 116, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 110 & 111, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0956 LT

Description LOT 117, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 112 & 113, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0957 LT

Description LOT 118, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 114 & 115, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0958 LT

Description LOT 119, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 116, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0959 LT

Description LOT 120, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 117, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0960 LT

Description LOT 121, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 118, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0961 LT

Description LOT 122, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 119 & 120, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN393466	2013 12 12	Application For Inhibiting Order-Land

Applicant(s)

Name THE CORPORATION OF THE TOWN OF PELHAM

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

I, Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

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

Document(s) to be Deleted

Registration No.	*Date*	*Type of Instrument*
SN393466	2013/12/12	Application For Inhibiting Order-Land

Statements

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

Signed By

Callum Shedden 39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7 acting for Applicant(s) Signed 2014 04 04

Tel 9056881125

Fax 9056885725

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DANIEL & PARTNERS LLP 39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7 2014 04 04

Tel 9056881125

Fax 9056885725

Fees/Taxes/Payment

Statutory Registration Fee $60.00

Total Paid $60.00

File Number

Applicant Client File Number : 45326 RESIDENCE AT LOOKOUT

Properties

PIN 64072 - 0745 LT ☑ Redescription

Description IN THE MATTER OF A PLAN OF SUBDIVISION OF PART OF LOT 117, THOROLD, TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA, AND BEING ALL OF PIN 64072-0745 (LT) AS SHOWN ON A PLAN OF SUBDIVISION PREPARED BY PHILIP S. SUDA, AN ONTARIO LAND SURVEYOR, SUDA AND MALESZYK SURVEYING LTD. DATED MARCH 31, 2014

Address FONTHILL

Applicant(s)

Name 937776 ONTARIO INC.
Acting as a company

Address for Service 581 Canboro Road
Fenwick, ON L0S 1C0

I, Mike Hassani, President, have the authority to bind the corporation.

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

Statements

The applicant applies to register a plan of subdivision of the land prepared by Suda & Maleszyk Surveying Inc. dated 2014/03/31

All the consents required have been obtained.

Schedule: See Schedules

File Number

Applicant Client File Number : 38042

CONSENT OF CHARGEE

IN THE MATTER of a plan of subdivision of Part of Township Lot 177 Thorold, Parts 1 & 2, 59R14563; S/T Easements over Part 2, 59R14563 as in TH22275 and TH22276; Town of Pelham, in the Regional Municipality of Niagara, being all of PIN 64072-0745 (LT).

Meridian Credit Union Limited, the chargee under a transfer of charge registered as Instrument Number SN333679 of charge registered as Instrument Number SN313778 hereby consents to the registration of the above-mentioned Plan of Subdivision.

The said Charge affects Lots 1 to 10 inclusive, Blocks 11 to 15 inclusive, as shown on the said Plan of Subdivision.

Dated this 30 day of August, 2013.

Meridian Credit Union Limited
Per:

Name: Anthony Rutsaert
Title: Commercial Account Manager.

Name:
Title:

I/We have authority to bind the Corporation

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Application to delete Primary Services Inhibiting Order

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** 3rd **day of** April **,** 2014.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Nancy J. Bozzato, Clerk

Properties

PIN	64035 - 0961 LT
Description	LOT 122, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 119 & 120, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address	FONTHILL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN393466	2013 12 12	Application For Inhibiting Order-Land

Applicant(s)

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

I, Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

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

Document(s) to be Deleted

Registration No.	*Date*	*Type of Instrument*
SN393466	2013/12/12	Application For Inhibiting Order-Land

Statements

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

File Number

Applicant Client File Number : 45326 RESIDENCE AT LOOKOUT

Properties

PIN 64035 - 0831 LT ☑ Affects Part of Prop

Description LOTS 1 TO 122 (INCLUSIVE) 59M-403, TOWN OF PELHAM

Address FONTHILL

Applicant(s)

Name THE CORPORATION OF THE TOWN OF PELHAM

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

I, Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

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

Statements

The Municipality/applicant applies for an entry inhibiting any dealing with the property until the following see attached.. The registered owner of the land has agreed not to deal with the land until the specified condition(s) has been complied with.

Schedule: See Schedules

The registration of this document is not prohibited by registration SN392816 registered on 2013/12/05 .

Signed By

Callum Shedden 39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7 acting for Applicant(s) Signed 2013 12 12

Tel 9056881125

Fax 9056885725

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DANIEL & PARTNERS LLP 39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7 2013 12 12

Tel 9056881125

Fax 9056885725

Fees/Taxes/Payment

Statutory Registration Fee $60.00

Total Paid $60.00

File Number

Applicant Client File Number : 45326

Properties

PIN 64035 - 0840 LT

Description LOT 1, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0841 LT

Description LOT 2, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0842 LT

Description LOT 3, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0843 LT

Description LOT 4, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 4, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0844 LT

Description LOT 5, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 5, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0845 LT

Description LOT 6, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 6, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0846 LT

Description LOT 7, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 7, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0847 LT

Description LOT 8, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0848 LT

Description LOT 9, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 9, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0849 LT

Description LOT 10, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 10, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0850 LT

Description LOT 11, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0851 LT

Description LOT 12, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0852 LT

Description LOT 13, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0853 LT
Description LOT 14, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0854 LT
Description LOT 15, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0855 LT
Description LOT 16, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0856 LT
Description LOT 17, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0857 LT
Description LOT 18, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 12, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0858 LT
Description LOT 19, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 13, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0859 LT
Description LOT 20, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 14, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0860 LT
Description LOT 21, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 15, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0861 LT
Description LOT 22, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 16 & 17, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0862 LT
Description LOT 23, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 18, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0863 LT
Description LOT 24, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 19, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0864 LT
Description LOT 25, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 20, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0865 LT
Description LOT 26, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0866 LT
Description LOT 27, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0867 LT
Description LOT 28, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0868 LT
Description LOT 29, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0869 LT
Description LOT 30, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0870 LT
Description LOT 31, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0871 LT
Description LOT 32, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0872 LT
Description LOT 33, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0873 LT
Description LOT 34, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0874 LT
Description LOT 35, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 21, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0875 LT
Description LOT 36, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 22, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0876 LT
Description LOT 37, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 23, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0877 LT
Description LOT 38, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 24, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0878 LT
Description LOT 39, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 25 & 26, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0879 LT
Description LOT 40, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 27, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0880 LT
Description LOT 41, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 28, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0881 LT
Description LOT 42, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 29, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0882 LT
Description LOT 43, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 30, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0883 LT
Description LOT 44, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 31, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0884 LT
Description LOT 45, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 32, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0885 LT
Description LOT 46, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 33, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0886 LT
Description LOT 47, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 34, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0887 LT
Description LOT 48, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 35, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0888 LT
Description LOT 49, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 36, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0889 LT
Description LOT 50, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 37, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0890 LT
Description LOT 51, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 38, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0891 LT
Description LOT 52, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 39, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0892 LT
Description LOT 53, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 40, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0893 LT
Description LOT 54, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 41, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0894 LT
Description LOT 55, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0895 LT
Description LOT 56, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0896 LT
Description LOT 57, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0897 LT
Description LOT 58, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0898 LT
Description LOT 59, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0899 LT
Description LOT 60, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0900 LT
Description LOT 61, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0901 LT
Description LOT 62, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0902 LT
Description LOT 63, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0903 LT
Description LOT 64, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0904 LT
Description LOT 65, PLAN 59M403; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0905 LT
Description LOT 66, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 42, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0906 LT
Description LOT 67, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 43, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0907 LT
Description LOT 68, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 44 & 45, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

PIN 64035 - 0908 LT
Description LOT 69, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 46, 59R15010 AS IN SN393072; TOWN OF PELHAM
Address FONTHILL

Properties

PIN 64035 - 0909 LT

Description LOT 70, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 47, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0910 LT

Description LOT 71, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 48, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0911 LT

Description LOT 72, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 49, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0912 LT

Description LOT 73, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 50, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0913 LT

Description LOT 74, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 51 & 52, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0914 LT

Description LOT 75, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 53, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0915 LT

Description LOT 76, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0916 LT

Description LOT 77, PLAN 59M403; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0917 LT

Description LOT 78, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 54, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0918 LT

Description LOT 79, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 55, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0919 LT

Description LOT 80, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 56, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0920 LT

Description LOT 81, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 57 & 58, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0921 LT

Description LOT 82, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 59 & 60, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0922 LT

Description LOT 83, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 61, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0923 LT

Description LOT 84, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 62, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0924 LT

Description LOT 85, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 63, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0925 LT

Description LOT 86, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 64 & 65, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0926 LT

Description LOT 87, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 66 & 67, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0927 LT

Description LOT 88, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 68, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0928 LT

Description LOT 89, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 69, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0929 LT

Description LOT 90, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 70 & 71, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0930 LT

Description LOT 91, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 72 & 73, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0931 LT

Description LOT 92, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 74, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0932 LT

Description LOT 93, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 75 & 76, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0933 LT

Description LOT 94, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 77 & 78, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0934 LT

Description LOT 95, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 79, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0935 LT

Description LOT 96, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 80, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0936 LT

Description LOT 97, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 81, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0937 LT

Description LOT 98, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 82, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0938 LT

Description LOT 99, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 83, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0939 LT

Description LOT 100, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 84, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0940 LT

Description LOT 101, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 85 & 86, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0941 LT

Description LOT 102, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 87 & 88, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0942 LT

Description LOT 103, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 89 & 90, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0943 LT

Description LOT 104, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 91 & 92, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0944 LT

Description LOT 105, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 93, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0945 LT

Description LOT 106, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 94 & 95, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0946 LT

Description LOT 107, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 96 & 97, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0947 LT

Description LOT 108, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 98, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

Properties

PIN 64035 - 0948 LT

Description LOT 109, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 99 & 100, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0949 LT

Description LOT 110, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 101 & 102, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0950 LT

Description LOT 111, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 103, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0951 LT

Description LOT 112, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 104 & 105, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0952 LT

Description LOT 113, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 106, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0953 LT

Description LOT 114, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 107, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0954 LT

Description LOT 115, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 108 & 109, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0955 LT

Description LOT 116, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 110 & 111, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0956 LT

Description LOT 117, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 112 & 113, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0957 LT

Description LOT 118, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 114 & 115, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0958 LT

Description LOT 119, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 116, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0959 LT

Description LOT 120, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 117, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

PIN 64035 - 0960 LT

Description LOT 121, PLAN 59M403; SUBJECT TO AN EASEMENT IN GROSS OVER PT 118, 59R15010 AS IN SN393072; TOWN OF PELHAM

Address FONTHILL

TABLE OF SCHEDULES

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S C H E D U L E "A"

LEGAL DESCRIPTION

PIN 64035-0770 (LT)
Pt Lots 2 and 3 Concession 7 Pelham, Pt Road Allowance between Lots 2 and 3 Concession 7 Pelham (closed by BL176) being Part 2 on 59R14351; Town of Pelham.

PIN 64035-0660 (LT)
Pt Lots 2 and 3 Concession 7 Pelham, Pt Road Allowance between Lots 2 and 3 Concession 7 Pelham (closed by BL176) being Parts 3, 4, and 5 on 59R14351; s/t easement in gross over Part 1 59R13161 as in SN174804; s/t easement in gross over Part 2 59R13161 as in SN174805; Town of Pelham.

S C H E D U L E "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 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 make its best efforts to restrict all residential building construction traffic to access the temporary construction road off Haist 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 Residences at Lookout; and

   (b) the water services constructed by the Town to service residential properties within the Residences at Lookout.

SCHEDULE "B"

SPECIAL PROVISIONS
(Continued)

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 proportionate share of the cost of:

   a) to bury the telephone, electrical, and cable overhead services that abut any Subdivision on Haist Street. The Developer of the Subdivision will assume the associated costs.

8. The Owner agrees that no demolition, grading or other soil disturbances shall take place on Block 127 as required by the archeological assessment approved by the Ministry of Culture. And that the Owner agrees to install appropriate markers or fencing to delineate the location of Block 127 to the satisfaction of the Town.

S C H E D U L E "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 123 for park, and Block 124 stormwater management purposes, and Block 127 for Archaeological purposes.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Block 125 and 126 for 0.3 metre reserve purposes.

All references to Blocks and Lots in this Agreement relate to the preliminary Plan of Subdivision (59M-___) prepared by Allan J. Heywood, O.L.S., dated _____ 2013.

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-2007-01 as follows:

(a) Easements in favour of the Town for stormwater management facility purposes over Lots 1-10, 17-25, 35-54, 66-75, 79-122, Parts 1 to 120 on the preliminary 59R-_____ Plan;

S C H E D U L E "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".

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 Public Works and Utilities, 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 Public Works and Utilities, 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 _____ day of _____, 2013 and registered the _____ day of _____, 2013, 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.

SCHEDULE "G"

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

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 concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

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

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

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

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

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.

The Lands in the Subdivision are subject to architectural control, Purchasers are advised that all construction within the plan of subdivision must comply with the provisions of the established Town of Pelham Council approved "Architectural Design Guidelines for the Village of Chestnut Ridge, prepared by The Planning Partnership (July 2006, updated February 2011)", on file in the Town of Pelham Planning Services Department.

SCHEDULE "H"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

		Security Requirements	Cash Requirements
On-Site Primary Servicing			
Watermains & services		$ 274,900.00	
Storm sewers & services		$ 567,600.00	
Storm water management: pond & outlet structures, trenches, pits		$ 591,300.00	
Sanitary sewers & services		$ 290,500.00	
Storm & sanitary sewer TV inspections (preliminary acceptance)		$ 35,500.00	
Preliminary roads (excluding surface asphalt)		$ 535,500.00	
Grading roadway, boulevards, topsoil stripping, siltation control		$ 193,800.00	
Topsoil, seed, mulch entire site		$ 68,600.00	
Sodding of major swales		$ 154,600.00	
Decorative street lighting		$ 187,700.00	
Off-site Primary Servicing			
Haist Street Reconstruction			$ 5,766.19
On-site Secondary Servicing			
Driveway ramps (122 ramps)		$ 122,000.00	
Storm & sanitary sewer TV inspections (final acceptance)		$ 35,500.00	
Adjustment of appurtenances (Valves, M.H.'s, C.B., etc.)		$ 11,500.00	
Final asphalt		$ 177,700.00	
Concrete sidewalks		$ 81,000.00	
Final grading, topsoil & sodding boulevards		$ 86,300.00	
Boulevard trees		$ 58,800.00	
Miscellaneous		$ 2,100.00	
Landscape median on Marlene Stewart Drive		$ 6,000.00	
Off-site Secondary Servicing			
Concrete sidewalk along west side of Haist Street		$ 4,300.00	
Grading and sodding of boulevard on west side of Haist Street		$ 4,000.00	
Street lighting, on west side of Haist Street		$ 7,500.00	
Boulevard trees on west side of Haist Street		$ 700.00	
Reconfigure overhead utility cables to underground		$ 18,600.00	
On-Site Primary Servicing Sub-Total		$ 2,900,000.00	
Off-Site Primary Servicing Sub-Total		$ -	$ 5,766.19
On-Site Secondary Servicing Sub-Total		$ 581,000.00	
Off-Site Secondary Servicing Sub-Total		$ 38,000.00	
Subdivision Net Servicing Cost (including securities and cash requirements)		$ 3,524,766.19	
Contingency (5%)		$ 176,000.00	
Engineering (10%)		$ 352,000.00	
Subtotal		$ 4,053,000.00	
H.S.T. (13%)		$ 527,000.00	
Total Cost for Servicing Subdivision		**$ 4,580,000.00**	
Requirements for On-Site Primary Servicing			
On-site primary servicing sub-total		$ 2,900,000.00	
Engineering and contingency (15%)		$ 435,000.00	
Sub-total		$ 3,335,000.00	
H.S.T. (13%)		$ 434,000.00	
Total for on-site primary servicing		$ 3,768,000.00	
On-site primary servicing required (20%)	A1	$ 754,000.00	

SCHEDULE "H"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION
(continued)

		Security Requirements	Cash Requirements
Requirements for Off-Site Primary Servicing			
Off-site primary servicing sub-total		$ -	$ 5,766.19
Engineering and contingency (15%)		$ -	$ -
Sub-total		$ -	$ 5,766.19
H.S.T. (13%)		$ -	$ -
Total for off-site primary servicing		$ -	$ 5,766.19
Off-site primary servicing required (100%)	A2	$ -	$ 5,766.19
Requirements for On-Site Secondary Servicing			
On-site secondary servicing sub-total		$ 581,000.00	
Engineering and contingency (15%)		$ 87,000.00	
Sub-total		$ 668,000.00	
H.S.T. (13%)		$ 87,000.00	
Total for on-site secondary servicing		$ 755,000.00	
On-site secondary servicing required (120%)	A3	$ 906,000.00	
Requirements for Off-Site Secondary Servicing			
Off-site secondary servicing sub-total		$ 38,000.00	$ -
Engineering and contingency (15%)		$ 6,000.00	$ -
Sub-total		$ 43,000.00	$ -
H.S.T. (13%)		$ 6,000.00	$ -
Total for off-site secondary servicing		$ 49,000.00	$ -
Off-site secondary servicing required (120%)	A4	$ 59,000.00	$ -
Total Letter of Credit Required (A1+A2+A3+A4)		**$ 1,719,000.00**	
Sub-total Cash Requirement (B1)		$ 5,766.19	
Engineering Cash Payment			
Town administration and review fee		$ 168,300.00	
Street and traffic sign installations		$ 3,500.00	
Total Cash Payment Required		**$ 177,566.19**	

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Application to delete Inhibiting Order

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** 11th **day of** December **,** 20 13.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Nancy J. Bozzato

Per: Nancy J. Bozzato, Clerk

_____

_____

Properties

PIN	64035 - 0831 LT	☑ Affects Part of Prop
Description	LOTS 1 TO 122 (INCLUSIVE) AND BLOCKS 123 TO 127 (INCLUSIVE), 59M-403, TOWN OF PELHAM	
Address	FONTHILL	

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN392816	2013 12 05	Application For Inhibiting Order-Land

Applicant(s)

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

I, Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

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

Document(s) to be Deleted

Registration No.	*Date*	*Type of Instrument*
SN392816	2013/12/05	Application For Inhibiting Order-Land

Statements

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

File Number

Applicant Client File Number : 45326

Properties

PIN 64035 - 0831 LT *Interest/Estate* Fee Simple ☑ Split

Description BLOCKS 123, 124, 125, 126 AND 127, 59M-403; TOWN OF PELHAM

Address FONTHILL

Consideration

Consideration $ 1.00

Transferor(s)

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

Name COSTIANO DEVELOPMENTS INC.

Address for Service 3350 Merrittville Highway
Suite 9
THOROLD, ON
L2V 4Y6

I, Alfredo Costabile, Secretary-Treasurer, 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

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

Schedule: Block 123 for Parkland, Block 124 for Stormwater Management, Block 127 for Archaeological purposes and Blocks 125 and 126 for 0.3 metre reserves.

This document is being registered pursuant to Inhibiting Order SN392816 registered on 2013/12/05

Signed By

Rocco Vacca 40 Queen St., PO Box 1360
St. Catharines
L2R 6Z2 acting for Transferor(s) Signed 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Callum Shedden 39 Queen St. P.O. Box 24022
St. Catharines
L2R 7P7 acting for Transferee(s) Signed 2013 12 06

Tel 9056881125

Fax 9056885725

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

SULLIVAN MAHONEY LLP

40 Queen St., PO Box 1360
St. Catharines
L2R 6Z2

2013 12 09

Tel 905-688-6655
Fax 905-688-5814

Fees/Taxes/Payment

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

File Number

Transferor Client File Number : 45326

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0831 BLOCKS 123, 124, 125, 126 AND 127, 59M-403; TOWN OF PELHAM

BY: COSTIANO DEVELOPMENTS INC.

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

1. PER: DAVE AUGUSTYN, MAYOR PER: NANCY J. BOZZATO, CLERK

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 ____ described in paragraph(s) (_) above.

☑ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) 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:

g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: Parkland, Stormwater Management, Archaeological purposes and reserves.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 59 Registration No. SN393071 Date: 2013/12/09

B. Property(s): PIN 64035 - 0831 Address FONTHILL Assessment Roll No -

C. Address for Service: P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0831 Registration No. SN393020

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

E. Tax Statements Prepared By: Callum Shedden
39 Queen St. P.O. Box
24022
St. Catharines L2R 7P7

Properties

PIN 64035 - 0831 LT *Interest/Estate* Easement ☑ Add Easement

Description PART LOTS 1 TO 10, 59M-403DESIGNATED AS PARTS 1 TO 10, 59R-15010; RESPECTIVELY.
PART LOTS 17 TO 25, 59M-403 DESIGNATED AS PARTS 11 TO 20, 59R-15010; RESPECTIVELY
PART LOTS 35 TO 38, 59M-403DESIGNATED AS PARTS 21 TO 24, 59R-15010; RESPECTIVELY
PART LOT 39, 59M-403 DESIGNATED AS PARTS 25 AND 26, 59R-15010;
PART LOTS 40 TO 54, 59M-403 DESIGNATED AS PARTS 27 TO 41, 59R-15010; RESPECTIVELY
PART LOTS 66 AND 67, 59M-403 DESIGNATED AS PARTS 42 AND 43, 59R-15010; RESPECTIVELY
PART LOTS 68, 59M-403 DESIGNATED AS PARTS 44 AND 45, 59R-15010;
PART LOTS 69 TO 73, 59M-403 DESIGNATED AS PARTS 46 TO 50, 59R-15010; RESPECTIVELY
PART LOT 74, 59M-403 DESIGNATED AS PARTS 51 AND 51, 59R-15010;
PART LOT 75, 59M-403 DESIGNATED AS PART 53, 59R-15010;
PART LOT 78 TO 80, 59M-403 DESIGNATED AS PARTS 54 TO 56, 59R-15010; RESPECTIVELY
PART LOT 81, 59M-403 DESIGNATED AS PARTS 57 AND 58, 59R-15010
PART LOT 82, 59M-403 DESIGNATED AS PARTS 59 AND 60, 59R-15010
PART LOTS 83 TO 85, 59M-403 DESIGNATED AS PARTS 61 AND 63, 59R-15010
PART LOT 86, 59M-403 DESIGNATED AS PARTS 64 AND 64, 59R-15010
PART LOT 87, 59M-403 DESIGNATED AS PARTS 66 AND 67, 59R-15010
PART LOTS 88 AND 89, 59M-403 DESIGNATED AS PARTS 68 AND 69, 59R-15010; RESPECTIVELY
PART LOT 90, 59M-403 DESIGNATED AS PARTS 70 AND 71, 59R-15010;
PART LOT 91, 59M-403 DESIGNATED AS PARTS 72 AND 73, 59R-15010;
PART LOT 92, 59M-403 DESIGNATED AS PART 74, 59R-15010
PART LOT 93, 59M-403 DESIGNATED AS PARTS 75 AND 76, 59R-15010
PART LOT 94, 59M-403 DESIGNATED AS PARTS 77 AND 78, 59R-15010
PART LOT 95 TO 100, 59M-403 DESIGNATED AS PARTS 79 TO 84; RESPECTIVELY
PART LOT 101, 59M-403 DESIGNATED AS PARTS 85 AND 86, 59R-15010
PART LOT 102, 59M-403 DESIGNATED AS PARTS 87 AND 88, 59R-15010
PART LOT 103, 59M-403 DESIGNATED AS PARTS 89 AND 90, 59R-15010
PART LOT 104, 59M-403 DESIGNATED AS PARTS 91 AND 92, 59R-15010
PART LOT 105, 59M-403 DESIGNATED AS PART 93, 59R-15010
PART LOT 106, 59M-403 DESIGNATED AS PARTS 94 AND 95, 59R-15010
PART LOT 107, 59M-403 DESIGNATED AS PARTS 96 AND 97, 59R-15010
PART LOT 108, 59M-403 DESIGNATED AS PART 98, 59R-15010
PART LOT 109, 59M-403 DESIGNATED AS PARTS 99 AND 100, 59R-15010
PART LOT 110, 59M-403 DESIGNATED AS PARTS 101 AND 102, 59R-15010
PART LOT 111, 59M-403 DESIGNATED AS PART 103, 59R-15010
PART LOT 112, 59M-403 DESIGNATED AS PART 104 AND 105, 59R-15010
PART LOT 113, 59M-403 DESIGNATED AS PART 106, 59R-15010
PART LOT 114, 59M-403 DESIGNATED AS PARTS 107, 59R-15010
PART LOT 115, 59M-403 DESIGNATED AS PARTS 108 AND 109, 59R-15010
PART LOT 116, 59M-403 DESIGNATED AS PARTS 110 AND 111, 59R-15010
PART LOT 117, 59M-403 DESIGNATED AS PARTS 112 AND 113, 59R-15010
PART LOT 118, 59M-403 DESIGNATED AS PARTS 114 AND 115, 59R-15010
PART LOT 119, 59M-403 DESIGNATED AS PART 116, 59R-15010
PART LOT 120, 59M-403 DESIGNATED AS PART 117, 59R-15010
PART LOT 121, 59M-403 DESIGNATED AS PARTS 118, 59R-15010
PART LOT 122, 59M-403 DESIGNATED AS PARTS 119 AND 120, 59R-15010
TOWN OF PELHAM

Address FONTHILL

Consideration

Consideration $ 1.00

Transferor(s)

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

Name COSTIANO DEVELOPMENTS INC.

Address for Service 3350 Merrittville Highway
Suite 9
THOROLD, ON
L2V 4Y6

I, Alfredo Costabile, Secretary-Treasurer, 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

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

Schedule: See Schedules

This document is being registered pursuant to Inhibiting Order SN392816 registered on 2013/12/05

Signed By

Rocco Vacca 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 acting for Transferor(s) Signed 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

I have the authority to sign and register the document on behalf of the Transferor(s).

Callum Shedden 39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7 acting for Transferee(s) Signed 2013 12 06

Tel 9056881125

Fax 9056885725

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

SULLIVAN MAHONEY LLP 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

Fees/Taxes/Payment

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

File Number

Transferee Client File Number : 45326

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0831 PART LOTS 1 TO 10, 59M-403DESIGNATED AS PARTS 1 TO 10, 59R-15010; RESPECTIVELY.
PART LOTS 17 TO 25, 59M-403 DESIGNATED AS PARTS 11 TO 20, 59R-15010; RESPECTIVELY
PART LOTS 35 TO 38, 59M-403DESIGNATED AS PARTS 21 TO 24, 59R-15010; RESPECTIVELY
PART LOT 39, 59M-403 DESIGNATED AS PARTS 25 AND 26, 59R-15010;
PART LOTS 40 TO 54, 59M-403 DESIGNATED AS PARTS 27 TO 41, 59R-15010; RESPECTIVELY
PART LOTS 66 AND 67, 59M-403 DESIGNATED AS PARTS 42 AND 43, 59R-15010; RESPECTIVELY
PART LOTS 68, 59M-403 DESIGNATED AS PARTS 44 AND 45, 59R-15010;
PART LOTS 69 TO 73, 59M-403 DESIGNATED AS PARTS 46 TO 50, 59R-15010; RESPECTIVELY
PART LOT 74, 59M-403 DESIGNATED AS PARTS 51 AND 51, 59R-15010;
PART LOT 75, 59M-403 DESIGNATED AS PART 53, 59R-15010;
PART LOT 78 TO 80, 59M-403 DESIGNATED AS PARTS 54 TO 56, 59R-15010; RESPECTIVELY
PART LOT 81, 59M-403 DESIGNATED AS PARTS 57 AND 58, 59R-15010
PART LOT 82, 59M-403 DESIGNATED AS PARTS 59 AND 60, 59R-15010
PART LOTS 83 TO 85, 59M-403 DESIGNATED AS PARTS 61 AND 63, 59R-1501(
PART LOT 86, 59M-403 DESIGNATED AS PARTS 64 AND 64, 59R-15010
PART LOT 87, 59M-403 DESIGNATED AS PARTS 66 AND 67, 59R-15010
PART LOTS 88 AND 89, 59M-403 DESIGNATED AS PARTS 68 AND 69, 59R-15010; RESPECTIVELY
PART LOT 90, 59M-403 DESIGNATED AS PARTS 70 AND 71, 59R-15010;
PART LOT 91, 59M-403 DESIGNATED AS PARTS 72 AND 73, 59R-15010;
PART LOT 92, 59M-403 DESIGNATED AS PART 74, 59R-15010
PART LOT 93, 59M-403 DESIGNATED AS PARTS 75 AND 76, 59R-15010
PART LOT 94, 59M-403 DESIGNATED AS PARTS 77 AND 78, 59R-15010
PART LOT 95 TO 100, 59M-403 DESIGNATED AS PARTS 79 TO 84; RESPECTIVELY
PART LOT 101, 59M-403 DESIGNATED AS PARTS 85 AND 86, 59R-15010
PART LOT 102, 59M-403 DESIGNATED AS PARTS 87 AND 88, 59R-15010
PART LOT 103, 59M-403 DESIGNATED AS PARTS 89 AND 90, 59R-15010
PART LOT 104, 59M-403 DESIGNATED AS PARTS 91 AND 92, 59R-15010
PART LOT 105, 59M-403 DESIGNATED AS PART 93, 59R-15010
PART LOT 106, 59M-403 DESIGNATED AS PARTS 94 AND 95, 59R-15010
PART LOT 107, 59M-403 DESIGNATED AS PARTS 96 AND 97, 59R-15010
PART LOT 108, 59M-403 DESIGNATED AS PART 98, 59R-15010
PART LOT 109, 59M-403 DESIGNATED AS PARTS 99 AND 100, 59R-15010
PART LOT 110, 59M-403 DESIGNATED AS PARTS 101 AND 102, 59R-15010
PART LOT 111, 59M-403 DESIGNATED AS PART 103, 59R-15010
PART LOT 112, 59M-403 DESIGNATED AS PART 104 AND 105, 59R-15010
PART LOT 113, 59M-403 DESIGNATED AS PART 106, 59R-15010
PART LOT 114, 59M-403 DESIGNATED AS PARTS 107, 59R-15010
PART LOT 115, 59M-403 DESIGNATED AS PARTS 108 AND 109, 59R-15010
PART LOT 116, 59M-403 DESIGNATED AS PARTS 110 AND 111, 59R-15010
PART LOT 117, 59M-403 DESIGNATED AS PARTS 112 AND 113, 59R-15010
PART LOT 118, 59M-403 DESIGNATED AS PARTS 114 AND 115, 59R-15010
PART LOT 119, 59M-403 DESIGNATED AS PART 116, 59R-15010
PART LOT 120, 59M-403 DESIGNATED AS PART 117, 59R-15010
PART LOT 121, 59M-403 DESIGNATED AS PARTS 118, 59R-15010
PART LOT 122, 59M-403 DESIGNATED AS PARTS 119 AND 120, 59R-15010
TOWN OF PELHAM

BY: COSTIANO DEVELOPMENTS INC.

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

1. PER: DAVE AUGUSTYN, MAYOR PER: NANCY J. BOZZATO, CLERK

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 ____ described in paragraph(s) (_) above.

☑ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) 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.

LAND TRANSFER TAX STATEMENTS

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:

o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 59 Registration No. SN393072 Date: 2013/12/09

B. Property(s): PIN 64035 - 0831 Address FONTHILL Assessment Roll No -

C. Address for Service: P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0831 Registration No. SN393020

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

E. Tax Statements Prepared By: Callum Shedden
39 Queen St. P.O. Box
24022
St. Catharines L2R 7P7

STORM WATER PIPE AND CATCH BASIN EASEMENT.

THIS IS AN EASEMENT IN GROSS

This Schedule forms part of the Transfer of Easement under the Land Registration Reform Act, R.S.O. 1990, c. L.4.

The Transfer of Easement and the Schedule(s) thereto are collectively called "this Transfer".

ADDITIONAL PROVISIONS

THE DOMINANT TENEMENT of the Transferee consists of the system of pipes of The Town of Niagara-on-the-Lake lying and being situate in the Regional Municipality of Niagara together with the buildings, works and plants situate on the lands.

THE SAID TRANSFEROR hereby grants, conveys and transfers unto the Transferee, its successors and assigns, forever, as appurtenant to the stormwater sewer system of the Transferee, the free and unobstructed right, license, liberty, interest, privilege and easement in perpetuity on, over, under and through the servient tenement thereinafter called the "easement"), for the purpose of constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering, moving, replacing, reconstructing, enlarging, and repairing municipal underground storm sewers, drains, drainage courses, beddings, pipes, conduits, markers, channels, ducts, valves, valve chambers, fittings, meters, hydrants, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purposes of the transfer, transmission, control, flow whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal storm water, and both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

THE AFORESAID RIGHTS, privileges and easement are herein granted on the following terms and conditions which are mutually covenanted and agreed to by and between the Transferor and the Transferee.

THE TRANSFEROR for itself, its successors and assigns, covenants and agrees with the Transferee, its successors and assigns, to remove from and keep the easement free and clear of any fences, buildings, structures, or obstructions unless any of the foregoing are approved in writing by the Transferee.

THE TRANSFEROR, for itself, its successors and assigns, further covenants and agrees with the Transferee, its successors and assigns to use the easement only in a manner and for purposes not inconsistent with the exercise of the rights created by this easement, and without limiting the generality of the foregoing, only as a lawn, farm operation, garden flower bed, roadway, driveway, parking area or walkway, none of which shall be paved with a hard concrete surface, nor shall the Transferor deposit excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, under, over or through the easement, any pit, well, foundation, pavement, swimming pool or other structure or installation, unless any of the foregoing are approved in writing by the Transferee.

THE TRANSFEROR for itself, its successors and assigns, further covenants and agrees with the Transferee, its successors and assigns not to deposit on or remove any fill from the easement and not to do or suffer to be done any other thing which mayor might injure or damage any of the works of the Transferee located thereon.

THE TRANSFEROR covenants and agrees that the Transferee shall have quiet

possession of the said rights herein transferred and that said rights and privileges hereby granted shall be enjoyed by the Transferee free from any encumbrance, interference, interruption or obstruction of any nature and to that end the Transferor shall maintain the lands free from any other license, use permit, easement, right of way, or similar encumbrance, whether such encumbrance relates to the surface or above or below the ground unless such license, use permit, easement, right of way, or other similar encumbrance, is permitted hereby or has been approved in writing by the Transferee.

THE TRANSFEREE, by acceptance and registration of this document, covenants and agrees with the Transferor, that the Transferee shall be responsible for any damage, caused by its servants, agents or employees to the crops or property of the Transferor, and that within a reasonable period after completion of the construction and installation of its works hereunder on the easement and from time to time thereafter, it shall as soon as reasonably possible, weather and soil conditions permitting and insofar as is practicable to do so, replace at its own cost any soil, turf or asphalt removed in connection with any of the work above referred to and shall repair any damage caused by its operations, to any of the Transferor's property lying adjacent to the said easement.

THE TRANSFEROR covenants with the Transferee that the Transferor has the right to convey the said easement to the Transferee notwithstanding any act of the said Transferor.

THE TRANSFEROR, for itself, its successors and assigns, hereby further covenants that the Transferee shall have access to the easement, in common with the Transferor and all others entitled thereto, over, along and across the easement.

THE TRANSFEROR covenants with the Transferee that the Transferor will execute such further assurances of the said easement in respect of this Transfer as may be requisite.

THE TRANSFEROR covenants with the Transferee that if it shall appear that on the date hereof that the Transferor is not the sole owner of the easement, this Instrument shall nonetheless bind the Transferor to the full extent of its interest herein and if the Transferor shall later acquire a greater or the entire interest, this Instrument shall likewise extend to such after acquired interest.

THE TRANSFEROR covenants and agrees with the Transferee that the burden of the obligations, covenants, and agreements herein contained shall run with the easement hereinbefore described and the benefit of this Instrument and all covenants contained herein shall run with all other lands and interests in land owned, occupied or used by the Transferee, its successors and assigns, for the purpose of operating and maintaining the storm sewer works system of the Transferee.

NEITHER THIS document nor anything herein contained shall affect or prejudice the Transferee's statutory rights to acquire the easement or any other portion or portions of the land of the Transferor, which rights the Transferee may exercise in its discretion.

THE TRANSFEROR releases to the Transferee all the Transferor's claims upon the estate herein conveyed.

THIS INSTRUMENT shall be read with such changes in number and gender as the circumstances may require.

THE OBLIGATIONS, covenants, and agreements herein contained shall bind the parties hereto, and their respective successors and assigns.

Properties

PIN 64035 - 0831 LT ☑ Affects Part of Prop

Description LOTS 1 TO 122 (INCLUSIVE) 59M-403; TOWN OF PELHAM

Address FONTHILL

Applicant(s)

Name COSTIANO DEVELOPMENTS INC.

Address for Service 3350 Merrittville Highway
Suite 9
THOROLD, ON
L2V 4Y6

I, Alfredo Costabile, Secretary-Treasurer, have the authority to bind the corporation.

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

Statements

Schedule: See Schedules

The registration of this document is not prohibited by registration SN392816 registered on 2013/12/05 .

Signed By

Rocco Vacca 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 acting for Applicant(s) Signed 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

SULLIVAN MAHONEY LLP 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

Fees/Taxes/Payment

Statutory Registration Fee $60.00

Total Paid $60.00

SCHEOULE

BUILDING RESTRICTIONS

According to the nature of the annexed instrument, the words "Owner" and "Land" shall have the following meaning:

a) "OWNER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Owner.

(b) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Owner 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 Owner 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 Owner fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Owner impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Owner 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 Public Works and Utilities, 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 Public Works and Utilities, 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 day of 2013 and registered the day of , 2013, particularly Section 9.

The Owner shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at Owner'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.

SCHEDULE

BUILDING RESTRICTIONS

The Owner 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 concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Owner 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 Owner 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 Owner 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 Owner strip and excavate to the limit approved by the Town.

The Owner 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 Owner 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 Owner shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Owner shall not erect any free standing tower, radio antenna, communication tower or similar structure.

The Lands in the Subdivision are subject to architectural control, Owners are advised that all construction within the plan of subdivision must comply with the provisions of the established Town of Pelham Council approved "Architectural Design Guidelines for the Village of Chestnut Ridge, prepared by The Planning Partnership (July 2006, updated February 2011)", on file in the Town of Pelham Planning Services Department.

Properties

PIN 64035 - 0831 LT ☑ Affects Part of Prop

Description BLOCKS 123, 124, 125, 126 & 127 ON 59M-403, TOWN OF PELHAM

Address FONTHILL

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
SN333834	2011 12 20	Charge/Mortgage

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name WALKER COMMUNITY DEVELOPMENT CORPORATION

Address for Service PO Box 100
THOROLD, ON
L2V 3Y8

I, Mike Watt, have the authority to bind the corporation.

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

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

Document(s) to be Deleted

Registration No.	*Date*	*Type of Instrument*
SN377405	2013/06/12	Notice

Signed By

Rocco Vacca 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 acting for Applicant(s) Signed 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

SULLIVAN MAHONEY LLP 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 2013 12 09

Tel 905-688-6655

Fax 905-688-5814

Fees/Taxes/Payment

Statutory Registration Fee $60.00

Total Paid $60.00

File Number

Discharging Party Client File Number : 93125-RV

Properties

PIN 64035 - 0831 LT ☑ Affects Part of Prop

Description LOTS 1 TO 122 (INCLUSIVE) AND BLOCKS 123 TO 127 (INCLUSIVE), AND THE STREETS NAMELY BREWERTON BOULEVARD, MARLENE STEWART DRIVE, BUCKLEY TERRACE, JOYCE CRESCENT AND PHILMORI BOULEVARD, 59M-_____- TOWN OF PELHAM AND BEING THE WHOLE OF THE SAID PIN.

Address FONTHILL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN333834	2011 12 20	Charge/Mortgage

Party From(s)

Name WALKER COMMUNITY DEVELOPMENT CORPORATION

Address for Service PO Box 100
THOROLD, ON
L2V 3Y8

I, Mike Watts, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name THE CORPORATION OF THE TOWN OF PELHAM

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number SN392815 registered on 2013/12/05

Schedule: Notice SN377405 is a notice of an agreement amending charge SN333834 and hereby postponed along with the said charge.

This document relates to registration no.(s)SN333834 & SN377405

The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no. SN392815 registered on 2013/12/05

Signed By

Rocco Vacca 40 Queen St., PO Box 1360 St. Catharines L2R 6Z2 acting for Party From(s) Signed 2013 12 09

Tel 905-688-6655
Fax 905-688-5814

I have the authority to sign and register the document on behalf of the Party From(s).

Callum Shedden 39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7 acting for Party To(s) Signed 2013 12 09

Tel 9056881125
Fax 9056885725

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

SULLIVAN MAHONEY LLP

40 Queen St., PO Box 1360
St. Catharines
L2R 6Z2

2013 12 09

Tel 905-688-6655
Fax 905-688-5814

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Party From Client File Number :	93125-RV
Party To Client File Number :	45326

Properties

PIN 64035 - 0831 LT ☑ Affects Part of Prop

Description PART LOTS 1 TO 10, 59M-403 DESIGNATED AS PARTS 1 TO 10, 59R-15010; RESPECTIVELY.
PART LOTS 17 TO 25, 59M-403 DESIGNATED AS PARTS 11 TO 20, 59R-15010; RESPECTIVELY
PART LOTS 35 TO 38, 59M-403 DESIGNATED AS PARTS 21 TO 24, 59R-15010; RESPECTIVELY
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PART LOTS 40 TO 54, 59M-403 DESIGNATED AS PARTS 27 TO 41, 59R-15010; RESPECTIVELY
PART LOTS 66 AND 67, 59M-403 DESIGNATED AS PARTS 42 AND 43, 59R-15010; RESPECTIVELY
PART LOTS 68, 59M-403 DESIGNATED AS PARTS 44 AND 45, 59R-15010;
PART LOTS 69 TO 73, 59M-403 DESIGNATED AS PARTS 46 TO 50, 59R-15010; RESPECTIVELY
PART LOT 74, 59M-403 DESIGNATED AS PARTS 51 AND 51, 59R-15010;
PART LOT 75, 59M-403 DESIGNATED AS PART 53, 59R-15010;
PART LOT 78 TO 80, 59M-403 DESIGNATED AS PARTS 54 TO 56, 59R-15010; RESPECTIVELY
PART LOT 81, 59M-403 DESIGNATED AS PARTS 57 AND 58, 59R-15010;
PART LOT 82, 59M-403 DESIGNATED AS PARTS 59 AND 60, 59R-15010;
PART LOTS 83 TO 85, 59M-403 DESIGNATED AS PARTS 61 AND 63,
PART LOT 86, 59M-403 DESIGNATED AS PARTS 64 AND 64,
PART LOT 87, 59M-403 DESIGNATED AS PARTS 66 AND 67
PART LOTS 88 AND 89, 59M-403 DESIGNATED AS PARTS 68 AND 69
PART LOT 90, 59M-403 DESIGNATED AS PARTS 70 AND 71
PART LOT 91, 59M-403 DESIGNATED AS PARTS 72 AND 73
PART LOT 92, 59M-403 DESIGNATED AS PART 74
PART LOT 93, 59M-403 DESIGNATED AS PARTS 75 AND 76
PART LOT 94, 59M-403 DESIGNATED AS PARTS 77 AND 78
PART LOT 95 TO 100, 59M-403 DESIGNATED AS PARTS 79 TO 84
PART LOT 101, 59M-403 DESIGNATED AS PARTS 85 AND 86
PART LOT 102, 59M-403 DESIGNATED AS PARTS 87 AND 88
PART LOT 103, 59M-403 DESIGNATED AS PARTS 89 AND 90
PART LOT 104, 59M-403 DESIGNATED AS PARTS 91 AND 92
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PART LOT 106, 59M-403 DESIGNATED AS PARTS 94 AND 95
PART LOT 107, 59M-403 DESIGNATED AS PARTS 96 AND 97
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PART LOT 109, 59M-403 DESIGNATED AS PARTS 99 AND 100
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PART LOTS 118, 59M-403 DESIGNATED AS PARTS 114 AND 115
PART LOT 119, 59M-403 DESIGNATED AS PART 116
PART LOT 120, 59M-403 DESIGNATED AS PART 117
PART LOT 121, 59M-403 DESIGNATED AS PARTS 118
PART LOT 122, 59M-403 DESIGNATED AS PARTS 119 AND 120

TOWN OF PELHAM

Address FONTHILL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN333834	2011 12 20	Charge/Mortgage

Party From(s)

Name WALKER COMMUNITY DEVELOPMENT CORPORATION

Address for Service PO Box 100
THOROLD, ON
L2V 3Y8

I, Mike Watt, President, have the authority to bind the corporation.

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

Party To(s)	*Capacity*	*Share*

Name THE CORPORATION OF THE TOWN OF PELHAM

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number SN393072 registered on 2013/12/09

Schedule: Notice SN377405 is a notice of an agreement amending charge SN333834 and hereby postponed along with the said charge.

This document is being registered pursuant to Inhibiting Order SN392816 registered on 2013/12/05

Signed By

Rocco Vacca 40 Queen St., PO Box 1360
St. Catharines
L2R 6Z2 acting for Party From(s) Signed 2013 12 09

Tel 905-688-6655
Fax 905-688-5814

I have the authority to sign and register the document on behalf of the Party From(s).

Callum Shedden 39 Queen St. P.O. Box 24022
St. Catharines
L2R 7P7 acting for Party To(s) Signed 2013 12 06

Tel 9056881125
Fax 9056885725

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

SULLIVAN MAHONEY LLP 40 Queen St., PO Box 1360
St. Catharines
L2R 6Z2 2013 12 09

Tel 905-688-6655
Fax 905-688-5814

Fees/Taxes/Payment

Statutory Registration Fee $60.00

Total Paid $60.00

File Number

Party From Client File Number : 93125-RV

Party To Client File Number : 45326

ACKNOWLEDGEMENT AND DIRECTION

BL # 3399
(2013)
July 15th

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Plan Document

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 Pelham, **this** 3rd **day of** December, 2013.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN	64035 - 0831 LT	☑ Redescription
Description	IN THE MATTER OF A PLAN OF SUBDIVISION OF LOTS 1 TO 122 (INCLUSIVE) AND BLOCKS 123 TO 127 (INCLUSIVE) AND THE STREETS NAMELY BREWERTON BOULEVARD, MARLENE STEWART DRIVE, BUCKLEY TERRACE, JOYCE CRESCENT AND PHILMORI BOULEVARD BEING PIN 64035-0831(LT), TOWN OF PELHAM, IN THE REGIONAL MUNICIPALITY OF NIAGARA, PREPARED BY MATTHEWS, CAMERON, HEYWOOD KERRY T. HOWE SURVEYING LTD., ONTARIO LAND SURVEYOR, DATED THE 22 DAY OF OCTOBER, 2013.	
Address	FONTHILL	

Applicant(s)

Name	COSTIANO DEVELOPMENTS INC. Acting as a company
Address for Service	3350 Merrittville Highway Suite 9 THOROLD, ON L2V 4Y6

I, Mark Basciano, President, have the authority to bind the corporation.

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

Statements

The applicant applies to register a plan of subdivision of the land prepared by Andrew Cameron, OLS dated YYYY/MM/DD

All the consents required have been obtained.

Schedule:

CONSENT OF CHARGEE

IN THE MATTER OF a Plan of Subdivision of Lots 1 to 122 (inclusive) and Blocks 123 to 127 (inclusive) and the Streets namely Brewerton Boulevard, Marlene Stewart Drive, Buckley Terrace, Joyce Crescent and Philmori Boulevard being ~~part of~~ PIN 64035-0831(LT), Town of Pelham, in the Regional Municipality of Niagara, prepared by Matthews, Cameron, Heywood – Kerry T. Howe Surveying Ltd., Ontario Land Surveyor, dated the 22nd day of October, 2013.

WALKER COMMUNITY DEVELOPMENT CORPORATION, the Chargee under a Charge registered December 20, 2011 as instrument no. SN333834, hereby consents to the registration of the above-mentioned Plan of Subdivision.

DATED at Welland, Ontario this 15th day of November, 2013

WALKER COMMUNITY DEVELOPMENT CORPORATION
per:

Name: Mike Watt
Title: President

I have authority to bind the Corporation.

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Subdivision Agreement

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 Pelham, **this** 3rd **day of** December, **20** 13.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN 64035 - 0831 LT ☑ Redescription

Description LOTS 1 TO 122 (INCLUSIVE) AND BLOCKS 123 TO 127 (INCLUSIVE), AND THE STREETS NAMELY BREWERTON BOULEVARD, MARLENE STEWART DRIVE, BUCKLEY TERRACE, JOYCE CRESCENT AND PHILMORI BOULEVARD, 59M-_____- TOWN OF PELHAM AND BEING THE WHOLE OF THE SAID PIN.

Address FONTHILL

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 company

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

I, Dave Augustyn, Mayor and Nancy J. Bozzato, Town Clerk, have the authority to bind the corporation.

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

Party To(s)	*Capacity*	*Share*
Name COSTIANO DEVELOPMENTS INC. Acting as a company	Registered Owner	
Address for Service 3350 Merrittville Highway Unit 9 THOROLD, ON L2V 4Y6		

Statements

This notice is for an indeterminate period

Schedule: See Schedules <-- Subdivision Agreement uploaded into ereg document

File Number

Applicant Client File Number : 45326

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Hydro Easement over Block 124

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 Pelham **, this** 3rd **day of** December **, 20**13.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN 64035 - 0831 LT *Interest/Estate* Fee Simple ☑ Add Easement

Description SERVIENT: PT BLOCK 124 ON PLAN 59M_____ BEING PART 121 & 122 ON 59R-_____, TOWN OF PELHAM

Address FONTHILL

Consideration

Consideration $ 0.00

Transferor(s)

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

Name COSTIANO DEVELOPMENTS INC.
Acting as a company

Address for Service 3350 Merrittville Highway
Suite 9
THOROLD, ON
L2V 4Y6

I, Mark Basciano, have the authority to bind the corporation.

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

Transferee(s) *Capacity* *Share*

Name HYDRO ONE NETWORKS INC.
Acting as a company

Address for Service Hydro One Distrubition Centre -BAF
420 Wellham Road
BARRIE, ON
L4N 8Z2

Statements

Schedule: See Schedules

Calculated Taxes

Provincial Land Transfer Tax $0.00

File Number

Transferor Client File Number : 93125-RV

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0831 SERVIENT: PT BLOCK 124 ON PLAN 59M_____ BEING PART 121 & 122 ON 59R-_____, TOWN OF PELHAM

BY: COSTIANO DEVELOPMENTS INC.

TO: HYDRO ONE NETWORKS INC. %(all PINs)

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

(a) Monies paid or to be paid in cash	0.00
(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))	0.00
(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	0.00

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 59 Registration No. Date:

B. Property(s): PIN 64035 - 0831 Address FONTHILL Assessment Roll No -

C. Address for Service: Hydro One Distrubition Centre -BAF
420 Wellham Road
BARRIE, ON
L4N 8Z2

D. (i) Last Conveyance(s): PIN 64035 - 0831 Registration No.

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

7) Interest/Estate Transferred – Easement in Gross

The Transferor hereby grants to Hydro One Networks Inc. (herein called the Transferee), its successors and assigns, the perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the lands being Parts 1 2 1 on Plan 59R- (the "Strip"):

(a) to erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of all necessary poles and anchors with all guys, braces, wires, cables, underground cable and associated material and equipment (all or any of which works are herein called "the line");

(b) to erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferors;

(c) to mark the location of the line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;

(d) (i) to cut selectively trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the line;

(ii) subject to payment of additional compensation therefor, to cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the line;

(e) to conduct engineering and legal surveys in, on and over the Strip;

(f) to clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatever including removal of any materials which in the opinion of the Transferee are hazardous to the line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the line.

(g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permitees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and

(h) To remove, relocate and reconstruct the line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.

This Transfer of Easement shall be subject to The Planning Act, R.S.O. 1990, c. P. 13, as amended.

All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferor/Transferee so requires.

The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Inhibiting Order

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 Pelham, **this** 3rd **day of** December, 2013.

WITNESS

(As to all signatures, if required)

_____

_____
THE CORPORATION OF THE TOWN OF PELHAM

_____
Per: Dave Augustyn, Mayor

_____
Per: Nancy J. Bozzato, Clerk

_____

Properties

PIN	64035 - 0831 LT	☑ Affects Part of Prop
Description	LOTS 1 TO 122 (INCLUSIVE) AND BLOCKS 123 TO 127 (INCLUSIVE), 59M-_____- TOWN OF PELHAM	
Address	FONTHILL	

Applicant(s)

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

I, Per: Dave Augustyn, Mayor Per: Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

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

Statements

The Municipality/applicant applies for an entry inhibiting any dealing with the property until the following See schedule attached. The registered owner of the land has agreed not to deal with the land until the specified condition(s) has been complied with.

Schedule:

File Number

Applicant Client File Number : 45326

APPLICATION BY MUNICIPALITY FOR INHIBITING ORDER

(under subsection 38 (2) of Reg. 690 and section 23 of the *Land Titles Act*)

Land Titles Act

To: The Land Registrar for the Land Titles Division of Niagara South (59)
I, Nancy J. Bozzato, Clerk of The Corporation of the Town of Pelham hereby certify that COSTIANO DEVELOPMENTS INC., the registered owner(s) of Lots 1 to 122 and Blocks 123 to 128, 59M- Township of Pelham, Regional Municipality of Niagara, prepared by Andrew Cameron, an Ontario Land Surveyor, Matthews, Cameron, Heywood-Kerry T. Howe Surveying Ltd.. dated the October 22, 2013, has not executed and is not under any obligation to execute any transfer of land or transfer of easement or any agreement affecting the title to the said land in favour of The Corporation of the Town of Pelham which has not been registered at the date hereof, except the following:

Transfers and Agreements	Lots and Blocks
Transfer for park	Block 123, 59M-____
Transfer for Stormwater management	Block 124, 59M-____
Transfer for Archaeological purposes	Block 127, 59M-____
Transfer 0.3 metre reserve	Blocks 125 and 126, 59M-____
Easement for Stormwater Management	Part Lots 1-10, 17-25, 35-54, 66-75, 78-122 being Parts 1 to 120 ON Draft Reference Plan
Discharge of Mortgage SN333834 and Notice SN377405 to Walker Community Development Corporation	Blocks 123, 124, 125, 126, 127
Postponement of Mortgage SN333834 Mortgage SN333834 by Walker Community Development Corporation	Part Lots 1-10, 17-25, 35-54, 66-75, 78-122 and Part Block 124, being Parts 1 to 121 ON Draft Reference Plan
Restrictive Covenants	Lots 1 to 122 Block 128

AND as to the lots and blocks mentioned above, I HEREBY REQUEST you to issue an order or make an entry under section 23 of the Land Titles Act inhibiting any dealing with those lots and blocks until the instruments mentioned above have been registered.
Dated the 3rd day (November) 2013.
nb December

Nancy J. Bozzato
Clerk of The Corporation of the Town of Pelham

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Transfer to Town of Pelham; Blocks 123 to 127

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 Pelham, **this** 3rd **day of** December, **20** 13.

WITNESS

(As to all signatures, if required)

_____

_____
THE CORPORATION OF THE TOWN OF PELHAM

_____
Per: Dave Augustyn, Mayor

_____
Per: Nancy J. Bozzato, Clerk

_____

Properties

PIN	64035 - 0831 LT	*Interest/Estate*	Fee Simple	☑ Split
Description	BLOCKS 123, 124, 125, 126 AND 127, 59M-_____; TOWN OF PELHAM			
Address	FONTHILL			

Consideration

Consideration $ 1.00

Transferor(s)

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

Name COSTIANO DEVELOPMENTS INC.
Acting as a company

Address for Service 3350 Merrittville Highway
Suite 9
THOROLD, ON
L2V 4Y6

I, Mark Basciano, President, 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
Acting as a company

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

Schedule: Block 123 for Parkland, Block 124 for Stormwater Management, Block 127 for Archaeological purposes and Blocks 125 and 126 for 0.3 metre reserves.

Calculated Taxes

Provincial Land Transfer Tax $0.00

File Number

Transferor Client File Number : 45326

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0831 BLOCKS 123, 124, 125, 126 AND 127, 59M-_____; TOWN OF PELHAM

BY: COSTIANO DEVELOPMENTS INC.

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

1. PER: DAVE AUGUSTYN, MAYOR PER: NANCY J. BOZZATO, CLERK

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 ____ described in paragraph(s) (_) above.
- [x] (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) 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:

g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: Parkland, Stormwater Management, Archaeological purposes and reserves.

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer

LRO 59 Registration No. Date:

B. Property(s): PIN 64035 - 0831 Address FONTHILL Assessment Roll No -

C. Address for Service: P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0831 Registration No.

(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes [ ] No [x] Not known [ ]

Discharge of Mortgage in draft as to the Blocks being transferred to the town

Properties

PIN	64035 - 0831 LT	☑ Affects Part of Prop
Description	BLOCKS 123, 124, 125, 126 & 127 ON 59M-_____, TOWN OF PELHAM	
Address	FONTHILL	

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
SN333834	2011 12 20	Charge/Mortgage

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name	WALKER COMMUNITY DEVELOPMENT CORPORATION Acting as a company
Address for Service	PO Box 100 THOROLD, ON L2V 3Y8

I, Mike Watt, have the authority to bind the corporation.

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

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

File Number

Discharging Party Client File Number : 93125-RV

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Storm Water and Catch Basin Easement

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.

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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 Pelham **, this** 3rd **day of** December **, 20** 13.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN 64035 - 0831 LT *Interest/Estate* Easement ☑ Add Easement

Description PART LOTS 1 TO 10, 59M-_____ DESIGNATED AS PARTS 1 TO 10, 59R-_____;
RESPECTIVELY.
PART LOTS 17 TO 25, 59M-_____ DESIGNATED AS PARTS 11 TO 20, 59R-_____;
RESPECTIVELY
PART LOTS 35 TO 38, 59M-_____ DESIGNATED AS PARTS 21 TO 24, 59R-_____;
RESPECTIVELY
PART LOT 39, 59M-_____ DESIGNATED AS PARTS 25 AND 26, 59R-_____;
PART LOTS 40 TO 54, 59M-_____ DESIGNATED AS PARTS 27 TO 41, 59R-_____;
RESPECTIVELY
PART LOTS 66 AND 67, 59M-_____ DESIGNATED AS PARTS 42 AND 43, 59R-_____;
RESPECTIVELY
PART LOTS 68, 59M-_____ DESIGNATED AS PARTS 44 AND 45, 59R-_____;
PART LOTS 69 TO 73, 59M-_____ DESIGNATED AS PARTS 46 TO 50, 59R-_____;
RESPECTIVELY
PART LOT 74, 59M-_____ DESIGNATED AS PARTS 51 AND 51, 59R-_____;
PART LOT 75, 59M-_____ DESIGNATED AS PART 53, 59R-_____;
PART LOT 78 TO 80, 59M-_____ DESIGNATED AS PARTS 54 TO 56, 59R-_____;
RESPECTIVELY
PART LOT 81, 59M-_____ DESIGNATED AS PARTS 57 AND 58, 59R-_____;
PART LOT 82, 59M-_____ DESIGNATED AS PARTS 59 AND 60, 59R-_____;
PART LOTS 83 TO 85, 59M-_____ DESIGNATED AS PARTS 61 AND 63,
PART LOT 86, 59M-_____ DESIGNATED AS PARTS 64 AND 64,
PART LOT 87, 59M-_____ DESIGNATED AS PARTS 66 AND 67
PART LOTS 88 AND 89, 59M-_____ DESIGNATED AS PARTS 68 AND 69
PART LOT 90, 59M-_____ DESIGNATED AS PARTS 70 AND 71
PART LOT 91, 59M-_____ DESIGNATED AS PARTS 72 AND 73
PART LOT 92, 59M-_____ DESIGNATED AS PART 74
PART LOT 93, 59M-_____ DESIGNATED AS PARTS 75 AND 76
PART LOT 94, 59M-_____ DESIGNATED AS PARTS 77 AND 78
PART LOT 95 TO 100, 59M-_____ DESIGNATED AS PARTS 79 TO 84
PART LOT 101, 59M-_____ DESIGNATED AS PARTS 85 AND 86
PART LOT 102, 59M-_____ DESIGNATED AS PARTS 87 AND 88
PART LOT 103, 59M-_____ DESIGNATED AS PARTS 89 AND 90
PART LOT 104, 59M-_____ DESIGNATED AS PARTS 91 AND 92
PART LOT 105, 59M-_____ DESIGNATED AS PART 93
PART LOT 106, 59M-_____ DESIGNATED AS PARTS 94 AND 95
PART LOT 107, 59M-_____ DESIGNATED AS PARTS 96 AND 97
PART LOT 108, 59M-_____ DESIGNATED AS PART 98
PART LOT 109, 59M-_____ DESIGNATED AS PARTS 99 AND 100
PART LOT 110, 59M-_____ DESIGNATED AS PARTS 101 AND 102
PART LOT 111, 59M-_____ DESIGNATED AS PART 103
PART LOT 112, 59M-_____ DESIGNATED AS PART 104 AND 105
PART LOT 113, 59M-_____ DESIGNATED AS PART 106
PART LOT 114, 59M-_____ DESIGNATED AS PARTS 107
PART LOT 115, 59M-_____ DESIGNATED AS PARTS 108 AND 109
PART LOT 116, 59M-_____ DESIGNATED AS PARTS 110 AND 111
PART LOTS 117, 59M-_____ DESIGNATED AS PARTS 112 AND 113
PART LOTS 118, 59M-_____ DESIGNATED AS PARTS 114 AND 115
PART LOT 119, 59M-_____ DESIGNATED AS PART 116
PART LOT 120, 59M-_____ DESIGNATED AS PART 117
PART LOT 121, 59M-_____ DESIGNATED AS PARTS 118
PART LOT 122, 59M-_____ DESIGNATED AS PARTS 119 AND 120

TOWN OF PELHAM

Address FONTHILL

Consideration

Consideration $ 1.00

Transferor(s)

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

Name	COSTIANO DEVELOPMENTS INC. Acting as a company
Address for Service	3350 Merrittville Highway Suite 9 THOROLD, ON L2V 4Y6

I, Mark Basciano, President, 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 Acting as a company
Address for Service	P. O. Box 400 20 Pelham Town Square Fonthill, ON L0S 1E0

Statements

Schedule: See Schedules

Calculated Taxes

Provincial Land Transfer Tax $0.00

File Number

Transferee Client File Number : 45326

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0831

PART LOTS 1 TO 10, 59M-_____ DESIGNATED AS PARTS 1 TO 10, 59R-_____; RESPECTIVELY.
PART LOTS 17 TO 25, 59M-_____ DESIGNATED AS PARTS 11 TO 20, 59R-_____; RESPECTIVELY
PART LOTS 35 TO 38, 59M-_____ DESIGNATED AS PARTS 21 TO 24, 59R-_____; RESPECTIVELY
PART LOT 39, 59M-_____ DESIGNATED AS PARTS 25 AND 26, 59R-_____;
PART LOTS 40 TO 54, 59M-_____ DESIGNATED AS PARTS 27 TO 41, 59R-_____; RESPECTIVELY
PART LOTS 66 AND 67, 59M-_____ DESIGNATED AS PARTS 42 AND 43, 59R-_____; RESPECTIVELY
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PART LOTS 69 TO 73, 59M-_____ DESIGNATED AS PARTS 46 TO 50, 59R-_____; RESPECTIVELY
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PART LOT 75, 59M-_____ DESIGNATED AS PART 53, 59R-_____;
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PART LOT 81, 59M-_____ DESIGNATED AS PARTS 57 AND 58, 59R-_____;
PART LOT 82, 59M-_____ DESIGNATED AS PARTS 59 AND 60, 59R-_____;
PART LOTS 83 TO 85, 59M-_____ DESIGNATED AS PARTS 61 AND 63,
PART LOT 86, 59M-_____ DESIGNATED AS PARTS 64 AND 64,
PART LOT 87, 59M-_____ DESIGNATED AS PARTS 66 AND 67
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PART LOT 109, 59M-_____ DESIGNATED AS PARTS 99 AND 100
PART LOT 110, 59M-_____ DESIGNATED AS PARTS 101 AND 102
PART LOT 111, 59M-_____ DESIGNATED AS PART 103
PART LOT 112, 59M-_____ DESIGNATED AS PART 104 AND 105
PART LOT 113, 59M-_____ DESIGNATED AS PART 106
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PART LOT 120, 59M-_____ DESIGNATED AS PART 117
PART LOT 121, 59M-_____ DESIGNATED AS PARTS 118
PART LOT 122, 59M-_____ DESIGNATED AS PARTS 119 AND 120

TOWN OF PELHAM

BY: COSTIANO DEVELOPMENTS INC.

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

1. PER: DAVE AUGUSTYN, MAYOR PER: NANCY J. BOZZATO, CLERK

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 ____ described in paragraph(s) (_) above.
- [x] (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) 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.

LAND TRANSFER TAX STATEMENTS

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:

o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 59 Registration No. Date:

B. Property(s): PIN 64035 - 0831 Address FONTHILL Assessment Roll No -

C. Address for Service: P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0831 Registration No.

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

STORM WATER PIPE AND CATCH BASIN EASEMENT.

THIS IS AN EASEMENT IN GROSS

This Schedule forms part of the Transfer of Easement under the Land Registration Reform Act, R.S.O. 1990, c. L.4.

The Transfer of Easement and the Schedule(s) thereto are collectively called "this Transfer".

ADDITIONAL PROVISIONS

THE DOMINANT TENEMENT of the Transferee consists of the system of pipes of The Town of Niagara-on-the-Lake lying and being situate in the Regional Municipality of Niagara together with the buildings, works and plants situate on the lands.

THE SAID TRANSFEROR hereby grants, conveys and transfers unto the Transferee, its successors and assigns, forever, as appurtenant to the stormwater sewer system of the Transferee, the free and unobstructed right, license, liberty, interest, privilege and easement in perpetuity on, over, under and through the servient tenement thereinafter called the "easement"), for the purpose of constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering, moving, replacing, reconstructing, enlarging, and repairing municipal underground storm sewers, drains, drainage courses, beddings, pipes, conduits, markers, channels, ducts, valves, valve chambers, fittings, meters, hydrants, manholes, services, fixtures, equipment, and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, for the purposes of the transfer, transmission, control, flow whether increase or decrease), carriage, conveyance, transportation, increasing or decreasing velocity or volume of municipal storm water, and both above and below the ground or partly of each for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

THE AFORESAID RIGHTS, privileges and easement are herein granted on the following terms and conditions which are mutually covenanted and agreed to by and between the Transferor and the Transferee.

THE TRANSFEROR for itself, its successors and assigns, covenants and agrees with the Transferee, its successors and assigns, to remove from and keep the easement free and clear of any fences, buildings, structures, or obstructions unless any of the foregoing are approved in writing by the Transferee.

THE TRANSFEROR, for itself, its successors and assigns, further covenants and agrees with the Transferee, its successors and assigns to use the easement only in a manner and for purposes not inconsistent with the exercise of the rights created by this easement, and without limiting the generality of the foregoing, only as a lawn, farm operation, garden flower bed, roadway, driveway, parking area or walkway, none of which shall be paved with a hard concrete surface, nor shall the Transferor deposit excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, under, over or through the easement, any pit, well, foundation, pavement, swimming pool or other structure or installation, unless any of the foregoing are approved in writing by the Transferee.

THE TRANSFEROR for itself, its successors and assigns, further covenants and agrees with the Transferee, its successors and assigns not to deposit on or remove any fill from the easement and not to do or suffer to be done any other thing which mayor might injure or damage any of the works of the Transferee located thereon.

THE TRANSFEROR covenants and agrees that the Transferee shall have quiet

possession of the said rights herein transferred and that said rights and privileges hereby granted shall be enjoyed by the Transferee free from any encumbrance, interference, interruption or obstruction of any nature and to that end the Transferor shall maintain the lands free from any other license, use permit, easement, right of way, or similar encumbrance, whether such encumbrance relates to the surface or above or below the ground unless such license, use permit, easement, right of way, or other similar encumbrance, is permitted hereby or has been approved in writing by the Transferee.

THE TRANSFEREE, by acceptance and registration of this document, covenants and agrees with the Transferor, that the Transferee shall be responsible for any damage, caused by its servants, agents or employees to the crops or property of the Transferor, and that within a reasonable period after completion of the construction and installation of its works hereunder on the easement and from time to time thereafter, it shall as soon as reasonably possible, weather and soil conditions permitting and insofar as is practicable to do so, replace at its own cost any soil, turf or asphalt removed in connection with any of the work above referred to and shall repair any damage caused by its operations, to any of the Transferor's property lying adjacent to the said easement.

THE TRANSFEROR covenants with the Transferee that the Transferor has the right to convey the said easement to the Transferee notwithstanding any act of the said Transferor.

THE TRANSFEROR, for itself, its successors and assigns, hereby further covenants that the Transferee shall have access to the easement, in common with the Transferor and all others entitled thereto, over, along and across the easement.

THE TRANSFEROR covenants with the Transferee that the Transferor will execute such further assurances of the said easement in respect of this Transfer as may be requisite.

THE TRANSFEROR covenants with the Transferee that if it shall appear that on the date hereof that the Transferor is not the sole owner of the easement, this Instrument shall nonetheless bind the Transferor to the full extent of its interest herein and if the Transferor shall later acquire a greater or the entire interest, this Instrument shall likewise extend to such after acquired interest.

THE TRANSFEROR covenants and agrees with the Transferee that the burden of the obligations, covenants, and agreements herein contained shall run with the easement hereinbefore described and the benefit of this Instrument and all covenants contained herein shall run with all other lands and interests in land owned, occupied or used by the Transferee, its successors and assigns, for the purpose of operating and maintaining the storm sewer works system of the Transferee.

NEITHER THIS document nor anything herein contained shall affect or prejudice the Transferee's statutory rights to acquire the easement or any other portion or portions of the land of the Transferor, which rights the Transferee may exercise in its discretion.

THE TRANSFEROR releases to the Transferee all the Transferor's claims upon the estate herein conveyed.

THIS INSTRUMENT shall be read with such changes in number and gender as the circumstances may require.

THE OBLIGATIONS, covenants, and agreements herein contained shall bind the parties hereto, and their respective successors and assigns.

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Restrictive Covenants

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 Pelham, **this** 3rd **day of** December, 2013.

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN	64035 - 0831 LT	☑ Affects Part of Prop
Description	LOTS 1 TO 122 (INCLUSIVE) 59M-_____- TOWN OF PELHAM	
Address	FONTHILL	

Applicant(s)

Name	COSTIANO DEVELOPMENTS INC. Acting as a company
Address for Service	3350 Merrittville Highway Suite 9 THOROLD, ON L2V 4Y6

I, Mark Basciano, President, have the authority to bind the corporation.

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

Statements

Schedule: See Schedules

SCHEDULE

BUILDING RESTRICTIONS

According to the nature of the annexed instrument, the words "Owner" and "Land" shall have the following meaning:

a) "OWNER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Owner.

(b) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Owner 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 Owner 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 Owner fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Owner impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Owner 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 Public Works and Utilities, 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 Public Works and Utilities, 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 day of 2013 and registered the day of , 2013, particularly Section 9.

The Owner shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at Owner'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.

SCHEDULE

BUILDING RESTRICTIONS

The Owner 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 concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Owner 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 Owner 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 Owner 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 Owner strip and excavate to the limit approved by the Town.

The Owner 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 Owner 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 Owner shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Owner shall not erect any free standing tower, radio antenna, communication tower or similar structure.

The Lands in the Subdivision are subject to architectural control, Owners are advised that all construction within the plan of subdivision must comply with the provisions of the established Town of Pelham Council approved "Architectural Design Guidelines for the Village of Chestnut Ridge, prepared by The Planning Partnership (July 2006, updated February 2011)", on file in the Town of Pelham Planning Services Department.

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ('the transaction")
(Insert brief description of transaction) Postponement to Subdivision Agreement

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 Pelham **, this** 3rd **day of** December **, 20**13**.**

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN 64035 - 0831 LT ☑ Redescription

Description LOTS 1 TO 122 (INCLUSIVE) AND BLOCKS 123 TO 127 (INCLUSIVE), AND THE STREETS NAMELY BREWERTON BOULEVARD, MARLENE STEWART DRIVE, BUCKLEY TERRACE, JOYCE CRESCENT AND PHILMORI BOULEVARD, 59M-_____- TOWN OF PELHAM AND BEING THE WHOLE OF THE SAID PIN.

Address FONTHILL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN333834	2011 12 20	Charge/Mortgage

Party From(s)

Name WALKER COMMUNITY DEVELOPMENT CORPORATION
Acting as a company

Address for Service PO Box 100
THOROLD, ON
L2V 3Y8

I, Mike Watts, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name THE CORPORATION OF THE TOWN OF PELHAM
Acting as a company

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number SUB AGR

This document relates to registration no.(s)SN377405

The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no. C. INHIBITING ORDER

File Number

Party From Client File Number : 93125-RV

Party To Client File Number : 45326

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Residence at Lookout, The Village of Chestnut Ridge - Phase 2 ("the transaction")
(Insert brief description of transaction) Postponement to Storm Water and Catch Basin Easement

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.
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☐ Other documents set out in Schedule "B" attached hereto.

Dated at Pelham **, this** 3rd **day of** December **, 20** 13

WITNESS

(As to all signatures, if required)

_____

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN 64035 - 0831 LT ☑ Affects Part of Prop

Description PART LOTS 1 TO 10, 59M-_____ DESIGNATED AS PARTS 1 TO 10, 59R-_____; RESPECTIVELY.
PART LOTS 17 TO 25, 59M-_____ DESIGNATED AS PARTS 11 TO 20, 59R-_____; RESPECTIVELY
PART LOTS 35 TO 38, 59M-_____ DESIGNATED AS PARTS 21 TO 24, 59R-_____; RESPECTIVELY
PART LOT 39, 59M-_____ DESIGNATED AS PARTS 25 AND 26, 59R-_____;
PART LOTS 40 TO 54, 59M-_____ DESIGNATED AS PARTS 27 TO 41, 59R-_____; RESPECTIVELY
PART LOTS 66 AND 67, 59M-_____ DESIGNATED AS PARTS 42 AND 43, 59R-_____; RESPECTIVELY
PART LOTS 68, 59M-_____ DESIGNATED AS PARTS 44 AND 45, 59R-_____;
PART LOTS 69 TO 73, 59M-_____ DESIGNATED AS PARTS 46 TO 50, 59R-_____; RESPECTIVELY
PART LOT 74, 59M-_____ DESIGNATED AS PARTS 51 AND 51, 59R-_____;
PART LOT 75, 59M-_____ DESIGNATED AS PART 53, 59R-_____;
PART LOT 78 TO 80, 59M-_____ DESIGNATED AS PARTS 54 TO 56, 59R-_____; RESPECTIVELY
PART LOT 81, 59M-_____ DESIGNATED AS PARTS 57 AND 58, 59R-_____;
PART LOT 82, 59M-_____ DESIGNATED AS PARTS 59 AND 60, 59R-_____;
PART LOTS 83 TO 85, 59M-_____ DESIGNATED AS PARTS 61 AND 63,
PART LOT 86, 59M-_____ DESIGNATED AS PARTS 64 AND 64,
PART LOT 87, 59M-_____ DESIGNATED AS PARTS 66 AND 67
PART LOTS 88 AND 89, 59M-_____ DESIGNATED AS PARTS 68 AND 69
PART LOT 90, 59M-_____ DESIGNATED AS PARTS 70 AND 71
PART LOT 91, 59M-_____ DESIGNATED AS PARTS 72 AND 73
PART LOT 92, 59M-_____ DESIGNATED AS PART 74
PART LOT 93, 59M-_____ DESIGNATED AS PARTS 75 AND 76
PART LOT 94, 59M-_____ DESIGNATED AS PARTS 77 AND 78
PART LOT 95 TO 100, 59M-_____ DESIGNATED AS PARTS 79 TO 84
PART LOT 101, 59M-_____ DESIGNATED AS PARTS 85 AND 86
PART LOT 102, 59M-_____ DESIGNATED AS PARTS 87 AND 88
PART LOT 103, 59M-_____ DESIGNATED AS PARTS 89 AND 90
PART LOT 104, 59M-_____ DESIGNATED AS PARTS 91 AND 92
PART LOT 105, 59M-_____ DESIGNATED AS PART 93
PART LOT 106, 59M-_____ DESIGNATED AS PARTS 94 AND 95
PART LOT 107, 59M-_____ DESIGNATED AS PARTS 96 AND 97
PART LOT 108, 59M-_____ DESIGNATED AS PART 98
PART LOT 109, 59M-_____ DESIGNATED AS PARTS 99 AND 100
PART LOT 110, 59M-_____ DESIGNATED AS PARTS 101 AND 102
PART LOT 111, 59M-_____ DESIGNATED AS PART 103
PART LOT 112, 59M-_____ DESIGNATED AS PART 104 AND 105
PART LOT 113, 59M-_____ DESIGNATED AS PART 106
PART LOT 114, 59M-_____ DESIGNATED AS PARTS 107
PART LOT 115, 59M-_____ DESIGNATED AS PARTS 108 AND 109
PART LOT 116, 59M-_____ DESIGNATED AS PARTS 110 AND 111
PART LOTS 117, 59M-_____ DESIGNATED AS PARTS 112 AND 113
PART LOTS 118, 59M-_____ DESIGNATED AS PARTS 114 AND 115
PART LOT 119, 59M-_____ DESIGNATED AS PART 116
PART LOT 120, 59M-_____ DESIGNATED AS PART 117
PART LOT 121, 59M-_____ DESIGNATED AS PARTS 118
PART LOT 122, 59M-_____ DESIGNATED AS PARTS 119 AND 120

TOWN OF PELHAM

Address FONTHILL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN333834	2011 12 20	Charge/Mortgage

Party From(s)

Name WALKER COMMUNITY DEVELOPMENT CORPORATION
Acting as a company

Address for Service PO Box 100
THOROLD, ON
L2V 3Y8

I, Mike Watt, President, have the authority to bind the corporation.

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

Party To(s)	*Capacity*	*Share*

Name THE CORPORATION OF THE TOWN OF PELHAM
Acting as a company

Address for Service P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

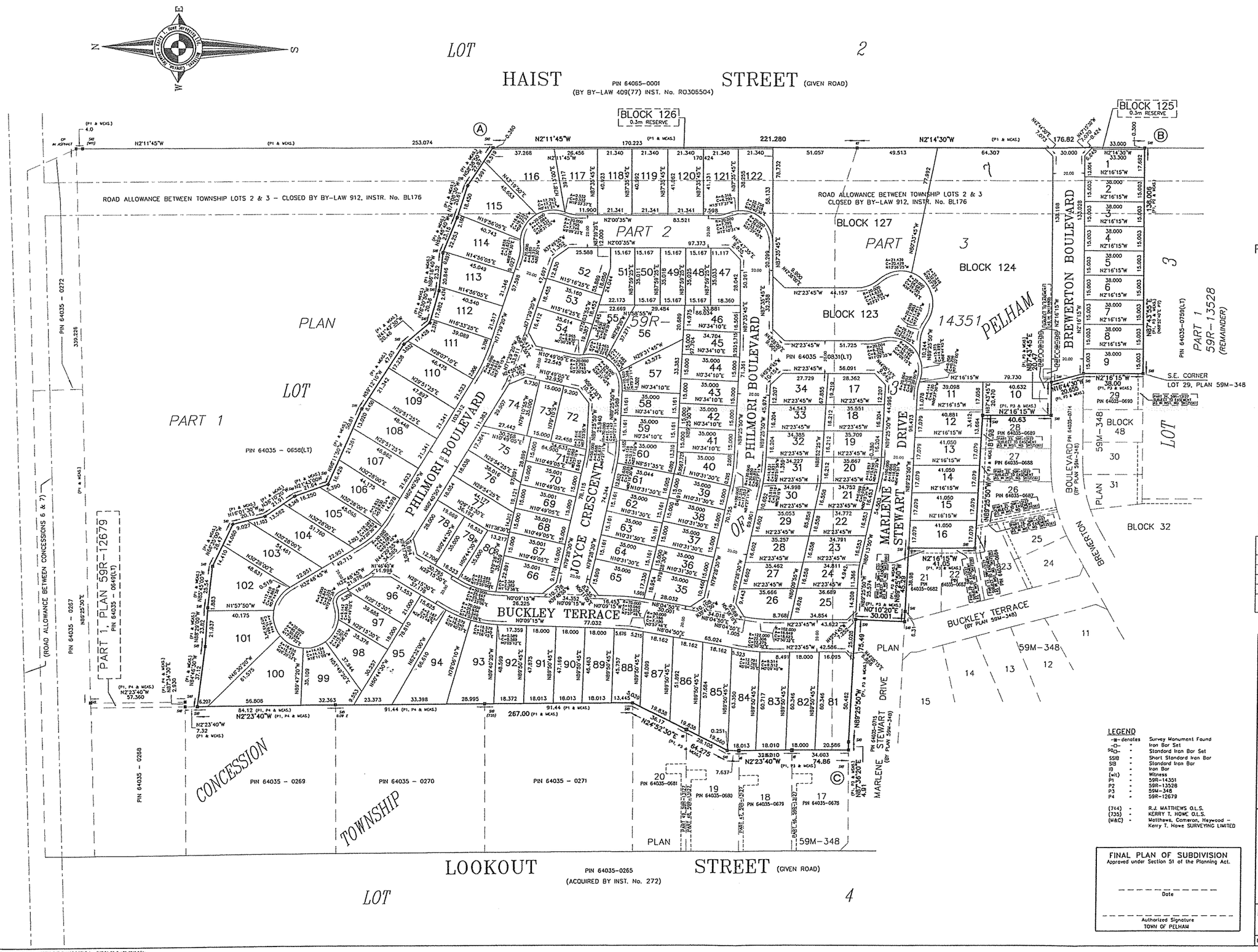
Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number E. STORMWATER EASEMENT

File Number

Party From Client File Number : 93125-RV

Party To Client File Number : 45326



PLAN 59M-_____

I certify that this plan is registered in the Land Registry Office for the Land Titles Division of Niagara South (No.59) at _____ o'clock on the _____ day of _____, 2013 and entered in the register for PIN _____64035-0831(LT)_____ and the required consents are registered as plan document No. SN_____

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

THIS PLAN COMPRISES ALL OF PIN 64035-0831(LT)

PLAN OF SUBDIVISION OF

PART OF LOTS 2 AND 3, CONCESSION 7

PART OF THE ROAD ALLOWANCE BETWEEN LOTS 2 AND 3, CONCESSION 7

(CLOSED BY BY-LAW 912)

(GEOGRAPHIC TOWNSHIP OF PELHAM)

TOWN OF PELHAM

REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 1000

Matthews, Cameron, Heywood - Kerry T. Howe SURVEYING LIMITED
LLN:56708A
2013

NOTE

ALL FOUND MONUMENTATION SHOWN ON THIS PLAN WAS PLANTED BY M&C OR A PREDECESSOR FIRM UNLESS OTHERWISE STATED.

METRIC NOTE

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

BEARING NOTE

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM OBSERVED REFERENCE POINTS (A) AND (B) BY REAL-TIME NETWORK OBSERVATIONS (SMARTNET), AND ARE REFERRED TO THE CENTRAL MERIDIAN 81° W. OF U.T.M. ZONE 17, NAD83 (ORIGINAL).

DISTANCE NOTE

DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND-LEVEL DISTANCES AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99980538

OBSERVED REFERENCE POINTS (ORPs): UTM ZONE 17, NAD83 (ORIGINAL). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

ORP	NORTHING	EASTING
A	4767811.05	638820.53
B	4767413.35	638835.95
C	4767578.21	638459.40

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

-■- denotes		Survey Monument Found
-□-	-	Iron Bar Set
SSIB	-	Standard Iron Bar Set
SSIB	-	Short Standard Iron Bar
SIB	-	Standard Iron Bar
IB	-	Iron Bar
(wit)	-	Witness
P1	-	59R-14351
P2	-	59R-13528
P3	-	59M-348
P4	-	59R-12679
(744)	-	R.J. MATTHEWS O.L.S.
(735)	-	KERRY T. HOWE O.L.S.
(M&C)	-	Matthews, Cameron, Heywood - Kerry T. Howe SURVEYING LIMITED

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

1. LOTS 1 TO 122 (INCLUSIVE), BLOCKS 123, 124 & 127, THE RESERVES, NAMELY BLOCKS 125 & 126, AND THE STREETS, NAMELY BREWERTON BOULEVARD, MARLENE STEWART DRIVE, BUCKLEY TERRACE, JOYCE CRESCENT AND PHILMORI BOULEVARD HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.

2. THE STREETS, NAMELY BREWERTON BOULEVARD, MARLENE STEWART DRIVE, BUCKLEY TERRACE, JOYCE CRESCENT AND PHILMORI BOULEVARD ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF PELHAM AS PUBLIC HIGHWAY.

_____ Dated

_____ Mark Basciano
PRESIDENT
(I have the authority to bind the Corporation)
COSTIANO DEVELOPMENTS INC.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON *

*

_____ Date

_____ Andrew Cameron
Ontario Land Surveyor

MATTHEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LTD.
5233 Stanley Avenue - Unit #1, Niagara Falls, Ontario L2G 7Z2 Phone(905)356-2010
Fax(905)356-6211 St. Catharines Fax(905)937-3300
www.thesurveyors.ca

Drawn By: C.D./A.T. | Checked By: *

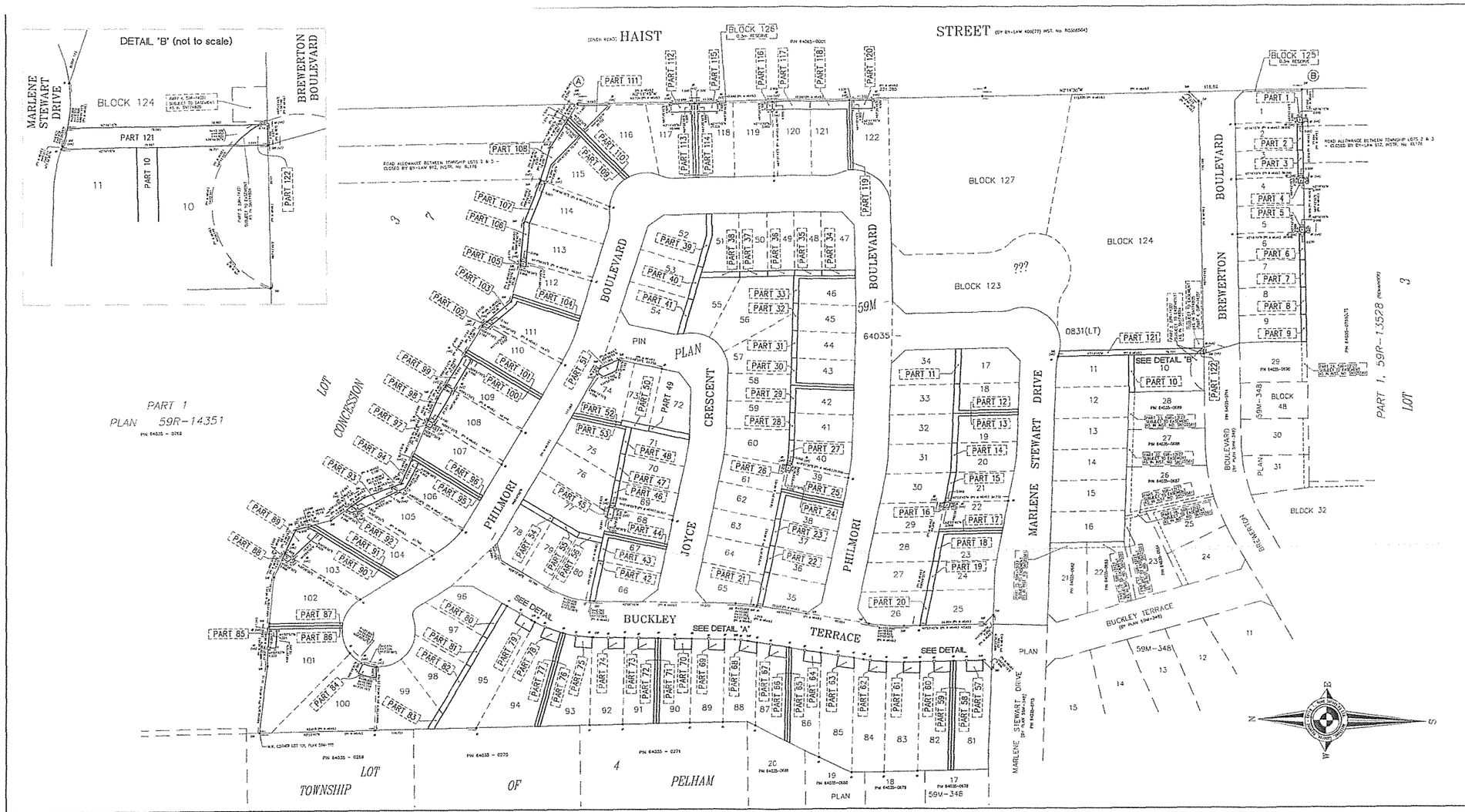
FINAL PLAN OF SUBDIVISION

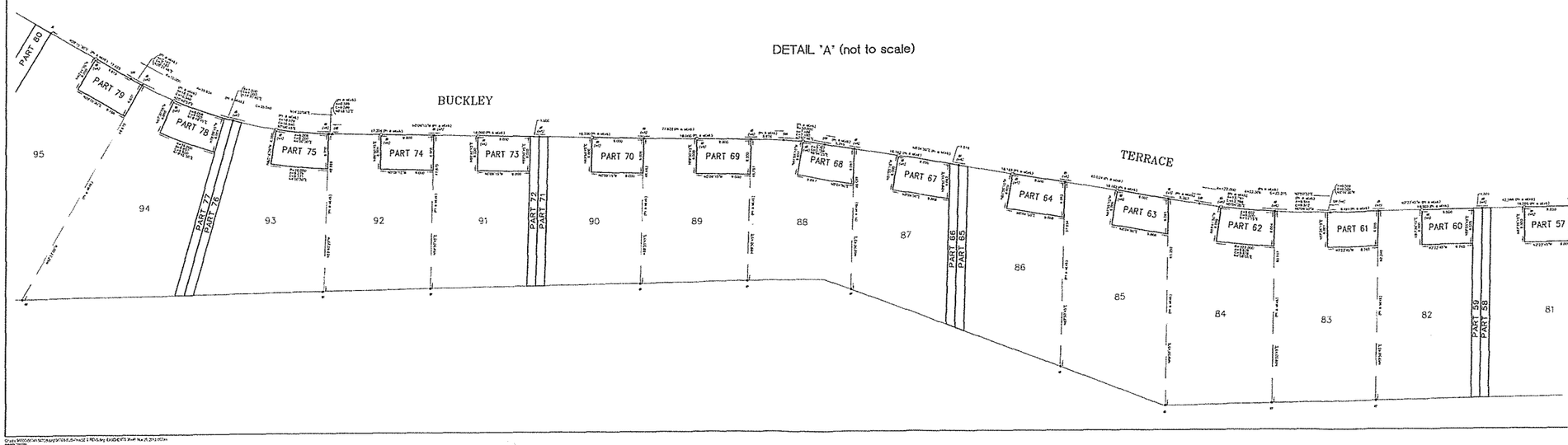
Approved under Section 51 of the Planning Act.

_____ Date

_____ Authorized Signature
TOWN OF PELHAM

G:\Jobs\05500-56749\56708\dwg\56708-SUB-PHASE 2 REV1.dwg SUB 24x36 Oct 22, 2013 2:54pm





I HEREBY CERTIFY THAT THIS PLAN IS BEING DEPOSITED UNDER THE LAND TITLES ACT

DATE

ALAN J. HEYWOOD
ONTARIO LAND SURVEYOR

PLAN 59R-

RECEIVED AND DEPOSITED

DATE

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

SCHEDULE

PART	LOT	PLAN	P.I.N.	PERPENDICULAR WITH	PART	LOT	PLAN	P.I.N.	PERPENDICULAR WITH
1	1			SEE PLAN	52	82			SEE PLAN
2	1			3.00m	53	83			SEE PLAN
3	1			3.00m	54	84			SEE PLAN
4	1			SEE PLAN	55	85			1.50m
5	1			SEE PLAN	56	86			1.50m
6	1			3.00m	57	87			SEE PLAN
7	1			3.00m	58	88			SEE PLAN
8	1			3.00m	59	89			SEE PLAN
9	1			3.00m	60	90			SEE PLAN
10	1, 10			3.00m	61	91			1.50m
11	10			3.00m	62	91			1.50m
12	10			SEE PLAN	63	91			SEE PLAN
13	10			SEE PLAN	64	92			SEE PLAN
14	10			3.00m	65	92			SEE PLAN
15	10			3.00m	66	92			1.50m
16	10			SEE PLAN	67	92			1.50m
17	10			SEE PLAN	68	92			3.00m
18	10			SEE PLAN	69	92			3.00m
19	10			3.00m	70	92			3.00m
20	10			3.00m	71	92			3.00m
21	10			3.00m	72	92			3.00m
22	10			3.00m	73	92			3.00m
23	10			3.00m	74	92			3.00m
24	10			3.00m	75	92			3.00m
25	10			3.00m	76	92			3.00m
26	10			3.00m	77	92			3.00m
27	10			3.00m	78	92			3.00m
28	10			3.00m	79	92			3.00m
29	10			3.00m	80	92			3.00m
30	10			3.00m	81	92			3.00m
31	10			3.00m	82	92			3.00m
32	10			3.00m	83	92			3.00m
33	10			3.00m	84	92			3.00m
34	10			3.00m	85	92			3.00m
35	10			3.00m	86	92			3.00m
36	10			3.00m	87	92			3.00m
37	10			3.00m	88	92			3.00m
38	10			3.00m	89	92			3.00m
39	10			3.00m	90	92			3.00m
40	10			3.00m	91	92			3.00m
41	10			3.00m	92	92			3.00m
42	10			3.00m	93	92			3.00m
43	10			3.00m	94	92			3.00m
44	10			SEE PLAN	95	92			3.00m
45	10			SEE PLAN	96	92			3.00m
46	10			3.00m	97	92			3.00m
47	10			3.00m	98	92			3.00m
48	10			3.00m	99	92			3.00m
49	10			3.00m	100	92			1.50m
50	10			3.00m	101	92			1.50m
51	10			3.00m	102	92			SEE PLAN
52	10			3.00m	103	92			SEE PLAN
53	10			3.00m	104	92			1.50m
54	10			3.00m	105	92			SEE PLAN
55	10			3.00m	106	92			SEE PLAN
56	10			3.00m	107	92			SEE PLAN
57	10			3.00m	108	92			SEE PLAN
58	10			3.00m	109	92			SEE PLAN
59	10			3.00m	110	92			1.50m
60	10			3.00m	111	92			SEE PLAN
61	10			3.00m	112	92			SEE PLAN
62	10			3.00m	113	92			1.50m
63	10			3.00m	114	92			1.50m
64	10			3.00m	115	92			SEE PLAN
65	10			3.00m	116	92			SEE PLAN
66	10			3.00m	117	92			SEE PLAN
67	10			3.00m	118	92			1.50m
68	10			3.00m	119	92			SEE PLAN
69	10			3.00m	120	92			SEE PLAN
70	10			SEE PLAN	121	92			SEE PLAN
71	10			SEE PLAN	122	92			SEE PLAN
72	10			SEE PLAN					

NOTE: PART 122 IS SUBJECT TO AN EASEMENT AS IN 581349N

THIS PLAN IS PARTIALLY COMPILED FROM, AND IS A GRAPHIC ILLUSTRATION OF INFORMATION OBTAINED FROM PLAN 59M-777

METRIC NOTE

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

BEARING NOTE

BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM OBSERVED REFERENCE POINTS (GPS) AND BY REAL-TIME NETWORK OBSERVATIONS (SMARTNET), AND ARE REFERRED TO THE CENTRAL MERIDIAN 81° W OF U.T.M. ZONE 17, NAD83 (ORIGINAL).

DISTANCE NOTE

DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND-LEVEL DISTANCES AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9996355B

OBSERVED REFERENCE POINTS (GPS), UTM ZONE 17, NAD83 (ORIGINAL) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

CRP	NORTHING	EASTING
A	4767811.65	638820.53
B	4767413.25	638835.95

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

SIB-complies	-	Survey Monument Found
SIB	-	Survey Monument Set
SSIB	-	Short Standard Iron Bar
SIB	-	Standard Iron Bar
IB	-	Iron Bar
(wit)	-	Witness
59M	-	59M-777

PARTIALLY COMPILED EASEMENT PLAN OF

PART OF LOTS 2, 3, 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 22, 23, 24, 25, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 78, 79, 80, 81, 82, 86, 87, 90, 91, 93, 94, 96, 97, 98, 99, 101, 102, 103, 104, 106, 107, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121 & 122

AND PLAN OF SURVEY OF

PART OF LOTS 1, 4, 5, 22, 39, 68, 74, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 112, 115, 116, 117, 118, 119, 122 and PART OF BLOCK 124

PLAN 59M-???

TOWN OF PELHAM

REGIONAL MUNICIPALITY OF NIAGARA

MATTHEWS, CAMERON, HEYWOOD - KERRY I. HOWE SURVEYING LTD.

2013

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY FOR PART OF LOTS 1, 4, 5, 22, 39, 68, 74, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 112, 115, 116, 117, 118, 119, 122 AND PART OF BLOCK 124 WAS COMPLETED ON ???, 2013.

Date

Alan J. Heywood
Ontario Land Surveyor

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS PLAN IS AN ACCURATE COMPILATION BASED ON DATA DERIVED FROM PLAN 59M-777.

Date

Alan J. Heywood
Ontario Land Surveyor

MATTHEWS, CAMERON, HEYWOOD - KERRY I. HOWE SURVEYING LTD.

SCALE	A.T.	DRAWN	A.J.H.	K.I.H.	DATE	2013-11-19