

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as the "Purchaser")

- and -

DISTRICT SCHOOL BOARD OF NIAGARA

(hereinafter referred to as the "Vendor")

The District School Board of Niagara (hereinafter called the Vendor or the Board) is the owner in fee simple of the land described as Part of PIN 64067 - 0054 (LT) being Part of Stella Street and Part of Lot 173, Plan 678, Township of Thorold, Town of Pelham designated as Parts 1, 2, 3 and 4 on Reference Plan 59R - 15166, subject to an easement over Part 2 as in Instrument Number RO543330 subject to an easement over Part 3 as in Instrument Number RO334979.

The Purchaser hereby offers to purchase the Property from the Vendor on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- (a) "Agreement" means this agreement and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (b) "Authority" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof.
- (c) "Date of Closing" means the ____ day of _____, 2015, or such other date as the parties or their respective solicitors may in writing mutually agree to.
- (d) "Deposit" means the deposit provided for in Clause 2.1 (a) of this Agreement.
- (e) "Irrevocable" means this offer is irrevocable by the Vendor until 4:00 p.m. on _____, 2015, after which time, if not accepted by the Vendor, the Agreement shall be null and void.
- (f) "Lands" means Part of Stella Street and Part of Lot 173, Plan 678, Township of Thorold, Town of Pelham designated as Parts 1, 2, 3 and 4 on Reference Plan 59R - 15166, subject to an easement over Part 2 as in Instrument Number RO543330, subject to an easement over Part 3 as in Instrument Number RO334979, in the Regional Municipality of Niagara, Province of Ontario, being part of PIN 46402-0173 (LT), and subject to Clause 8 of this Agreement.

The description of the Property is believed by the Board to be correct but if any statement, error or omission shall be found in the particulars thereof, the same shall not annul the sale nor entitle the Purchaser to be relieved of any obligation hereunder, nor shall any compensation be allowed to either the Board or the Purchaser in respect thereof.

- (g) "Land Use Regulations" means any land use policies, designations, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans and zoning by-laws.
- (h) "Property" means the Lands.
- (i) "Purchase Price" means the sum of **FORTY FIVE THOUSAND (\$45,000.00)** plus HST, if applicable, in lawful money of Canada subject to adjustments as set out in Clause 2 hereof.
- (j) "Vendor" means the District School Board of Niagara, also referred to as "the Board," or "the DSBN."

2. PAYMENT OF PURCHASE PRICE

- 2.1 Under this Agreement the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price payable by the Purchaser as set out below:
- (a) the sum of **FIVE THOUSAND (\$5,000.00)**, by certified cheque or bank draft (in Canadian Funds), as a deposit upon submission of this Agreement of Purchase and Sale payable to the District School Board of Niagara, and to be credited to the Purchase Price on the Date of Closing, and
 - (b) the balance of the Purchase Price, subject to the adjustments as set out in Clause 14 of this Agreement, by certified cheque or bank draft (in Canadian Funds), on the Date of Closing payable to the Vendor.
 - (c) The Purchase Price of the Property does not include Harmonized Sales Tax (the "HST") payable by the Purchaser in respect of the Purchase of the Property pursuant to the *Excise Tax Act* (Canada) (the "Act"). The Purchaser shall, on the Date of Closing, as a condition of completion of this transaction of purchase and sale, remit to the Vendor, by certified cheque or bank draft, HST at the rate of 13% of the Purchase Price. However, if the Purchaser provides to the Vendor, prior to the Date of Closing, confirmation that the Purchaser is a registrant under the Act, including the Purchaser's registration number, together with an undertaking in a form reasonably acceptable to the Vendor to the effect that the Purchaser shall remit as required by the Act any HST payable in respect of the sale of the Property to the Purchaser and shall indemnify the Vendor in respect of any HST so payable, then the Purchaser shall not be required to remit to the Vendor HST on the Date of Closing as aforesaid.
 - (d) The Board shall not supply any Warranty, Statutory Declaration or Certificate with respect to the subject property's status or as to whether this transaction is an exempt supply in accordance with the provisions of the *Excise Tax Act* (Canada).

- (e) The Purchaser and the Vendor agree that the Lands are vacant land and no fixtures, chattels or equipment are included in the Purchase Price.

3. REAL ESTATE COMMISSION

- 3.1 No real estate commission will be payable by the Board. Realtors submitting Agreements of Purchase and Sale for their client should make arrangements for their compensation directly with their client.

4. INSPECTION AND CONDITION OF PROPERTY

- 4.1 The Purchaser acknowledges that the Board provided an opportunity to inspect the Property and every part thereof prior to executing and submitting this Offer to the Vendor and that no warranty or condition is expressed or can be implied as to title, description, use or proposed zoning, fitness or purpose, quantity or quality thereof. Without limiting the generality of the foregoing, the Board shall not be liable for any incorrect description, default, defect or condition of the Property or any part thereof or any errors in any surveys, engineering, drawings, etc. The Property being purchased is specifically offered as it exists on the Closing Date.
- 4.2 The Purchaser agrees to purchase the Property in an “**as is, where is**” condition and further agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant Authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any of such work that may be required in order to bring the Property or any part thereof into such compliance.
- 4.3
 - (a) The Purchaser acknowledges that it has satisfied itself and agrees to purchase the Property subject to all Land Use Regulations in effect at the date of closing.
 - (b) The Purchaser agrees to accept title to the Property subject to all municipal requirements, including building and zoning by-laws, easements for hydro, gas, telephone and municipal services to the Property or any part thereof and to restrictions and covenants that run with the Property or any part thereof, including but not limited to Clause 8.
 - (c) The Purchaser agrees to accept the Property as it exists regardless of any order or notice affecting the property regarding its conditional use, including deficiency notices and work orders.

- 4.4 (a) The Purchaser acknowledges and agrees that the Board makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "Environmental Matters") and that the Purchaser takes the Property "as is" and relies upon his own investigations, if any, in this regard. From and after the closing date of this transaction, the Property shall be the sole risk of the Purchaser, and the Board, its successors and assigns, will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Board in respect of any claims, demands, losses, damages, in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any Municipal, Provincial, Federal or other governmental body, board, commission, authority, department or Ministry, or employees, officials or representatives thereof.
- (b) As of and from the date of Closing, the Purchaser shall release the Vendor and its successors and assigns from and against all losses, damages, claims, fines liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the "Substances"), whether produced, created or generated before or after Closing and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto; and
- (c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor, its affiliates, their successors and assigns from any and all costs, claims demands, liabilities and damages arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any substances existing as of, or prior to the date of Closing and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. The provisions of section 4.4 shall survive and not merge on the completion of this transaction and any subsequent sale or transfer of the Purchaser's interest in the Property.

5. VENDOR'S CONDITION

- 5.1 (a) This Agreement is subject to the Vendor's Condition set forth in this section for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf.
- (b) The Vendor's Condition set out in this section is not a condition precedent to the existence or enforceability of this Agreement.

- (c) The said Vendor's Condition is as follows:
 - i. **The Agreement is subject to and conditional upon the Vendor obtaining the District School Board of Niagara's Board of Trustees approval by _____ 2015, failing which this Agreement shall become null and void and the Purchaser's deposit shall be returned in full, without deduction or interest.**
- (d) If the Vendor's Condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitor that such Vendor's Condition has been waived within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor or the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser without interest or deduction.
- (e) The Vendor shall have the right without the Purchaser's consent by written notice to the Purchaser, prior to the date set for fulfillment of the Vendor's Condition, to extend from time to time the date allowed for the fulfillment of the Vendor's Condition provided that the aggregate of any such extensions for the Vendor's Condition shall not exceed a total of ninety (90) days from the original date for the fulfillment of the Vendor's Condition.

6. VACANT POSSESSION

- 6.1 (a) The Purchaser shall have vacant possession of the Property on the Date of Closing.
- (b) The Property shall be, and remain, at the risk of the Board until the Closing Date.

7. REFERENCE PLAN / SURVEY / TITLE DOCUMENTS

- 7.1 The Board shall not be required to produce any survey, abstract of title, title deeds or documents or copies thereof or any evidence as to title, other than those in attachments one and two of this document. Should any other documents pertaining to the Property be required in order to provide a description acceptable to the Land Registrar, such documentation shall be obtained on or before closing by the Purchaser and at the Purchaser's expense.

8. TITLE

- 8.1 The Purchaser shall accept title to the Lands subject to:
 - (a) all registered and unregistered easements existing at the date of acceptance of this Agreement of Purchase and Sale; and

- (b) all Land Use Regulations, including but not limited to:
 - i. an Agreement between the Niagara South Board of Education, The Regional Municipality of Niagara and The Corporation of the Town of Pelham registered on September 19, 1973 as Instrument Number RO196930; and
 - ii. an Application to Annex Restrictive Covenants registered on September 9, 1973 as Instrument Number RO196930Z; and
 - iii. an Easement in favour of Bell Canada registered as Instrument Number 334979 on June 6, 1979; and
 - iv. an Easement in favour of Bell Canada registered as Instrument Number 543330 on December 13, 1988; and
- (c) other agreements and restrictions on title to the extent that they have been complied with; and
- (d) any encroachment or location of existing fencing; and
- (e) any existing environmental conditions or contamination to the site.

9. INVESTIGATION OF TITLE

- 9.1
- (a) Each Purchaser shall examine title to the Property being purchased by it, at its own expense, and any objection thereto shall be made in writing to the Board's solicitor, Martens Lingard LLP, 700-43 Church Street, St. Catharines, Ontario L2R 7E1, Attention: Ronald Martens, within **ten (10) calendar days** after notification of acceptance has been forwarded by registered mail. Should no objection in writing be made within that time to the said Board's solicitor, title shall be deemed to have been accepted.
 - (b) Should any sufficient objection in writing be made within that time, the Board shall have reasonable time to rectify and comply with same, or if the Board is unable to or unwilling to waive the same, the Board shall be at liberty to rescind the sale (notwithstanding any intermediate negotiations with respect to such objection, or any attempt to remove or comply with same) by notice in writing served upon or mailed by registered mail, postage prepaid, addressed to the Purchaser at his/her/its address as designated in his/her/its Agreement of Purchase and Sale, or addressed to his/her/its solicitor at his or her usual place of business, in which case such Purchaser shall be entitled to only a return of the Deposit, without interest, costs or compensation.
 - (c) The Board shall remain in possession of the Property until the closing and completion of the Agreement of Purchase and Sale, and title to the Property shall not pass to the Purchaser thereof, nor shall the Purchaser be entitled to possession of the same until the purchase price and all other payments to be made by the Purchaser pursuant to this Agreement of Purchase and Sale have been made.

10. CLOSING DELIVERABLES

- 10.1 (a) The Vendor covenants that it will deliver to the Purchaser on or before the Date of Closing each of the following:
- i. vacant possession of the Property in an “**as-is, where-is**” condition;
 - ii. an executed Transfer/Deed of the Lands in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavits);
 - iii. Statement of Adjustments, which shall be delivered at least two (2) business days prior to the Closing Date;
 - iv. an undertaking to re-adjust the Statement of Adjustments, if necessary, upon written demand;
 - v. a Direction regarding payment of funds; and
 - vi. a Document Registration Agreement.
- (b) The Purchaser covenants that it will deliver to the Vendor on or before the Date of Closing:
- i. a certified cheque or bank draft (Canadian Funds) for the balance of the Purchase Price due on the Date of Closing;
 - ii. an undertaking to re-adjust the Statement of Adjustments, if necessary, upon written demand;
 - iii. a Direction as to Title, if necessary; and
 - iv. such other deeds, conveyances resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

11. ASSIGNMENT OR REGISTRATION

- 11.1 The Purchaser shall not assign or register this Agreement or any assignment of this Agreement or any part thereof or register a caution in relation thereto without first obtaining the consent of the Vendor in writing, which consent the Vendor may arbitrarily withhold.

12. PREPARATION OF DOCUMENTS

- 12.1 The Transfer/Deed for the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration, which will be prepared by the Purchaser. Each party shall pay its own legal and registration costs in connection with the preparation and registration of such Transfer/Deed.

13. TENDER

- 13.1 Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered by bank draft or cheque certified by a Canadian chartered bank, trust company or Province of Ontario Savings Office, provided that any payments to be made by the Vendor under this Agreement may be made by an uncertified cheque or bank draft.

14. ADJUSTMENTS

- 14.1 The transaction contemplated by this Agreement shall be completed on the Date of Closing from and after which date the Purchaser shall be entitled to receive all rents and profits if any, and shall bear all expenses pertaining to the Property. The Vendor and the Purchaser agree that the only adjustment shall be for the deposit paid by the Purchaser.

15. GENERAL

- 15.1 Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement, in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
- 15.2 This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement (collectively, the "Obligations") shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and binding upon the parties subject to or entitled to the benefit of such Obligations, save and except as may be otherwise expressly provided for in this Agreement.
- 15.3 Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 15.4 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than expressed herein.
- 15.5 The validity and interpretation of this Agreement of Purchase and Sale as defined herein, shall be governed by the laws of Ontario, and shall enure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.
- 15.6 The Board warrants that it is not a "non-resident Person" for the purposes of Section 116 of the Income Tax Act (Canada).

- 15.7 The Board represents and warrants to the Purchaser that it is and will be at the Closing Date a resident of Canada within the meaning of the Income Tax Act (Canada), and that this representation and warranty shall survive the closing of this transaction.
- 15.8 The Purchaser warrants that the Purchaser is not a non-resident of Canada pursuant to the Land Transfer Tax Act (Ontario).

16. NOTICE

- 16.1 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or facsimile,

to the Purchaser at:

c/o The Corporation of the Town of Pelham
20 Pelham Town Square
P.O. Box 400 Fonthill, ON L0S 1E0
Attention: Nancy Bozzato, Town Clerk
Telephone: (905) 892-2607 Ext. 315
Facsimile: (905) 892 - 5055

and to the Vendor at:

c/o District School Board of Niagara
191 Carlton Street
St. Catharines, Ontario L2R 7P4
Attention: Brenda Stokes Verworn, Board Lawyer
Telephone: (905) 641-1550, Ext. 54150
Facsimile: (905) 641-5060

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

OFFERED BY the Purchaser this 17th day of February, 2015.

**THE CORPORATION OF THE TOWN OF
PELHAM**

Mayor Dave Augustyn

Town Clerk Nancy Bozzato

We have authority to bind the Corporation.

ACCEPTED by the Vendor this day of , 2015.

DISTRICT SCHOOL BOARD OF NIAGARA

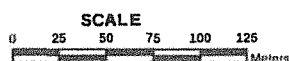
Witness

WARREN HOSHIZAKI
Director of Education and Secretary
I have authority to bind the Corporation.



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FOR MWOLF001



PROPERTY INDEX MAP
NIAGARASOUTH(No. 59)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	---
EASEMENT	---

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED

THIS IS NOT A PLAN OF SURVEY





Ontario ServiceOntario

LAND
REGISTRY
OFFICE #59

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64067-0054 (LT)

PAGE 1 OF 2
PREPARED FOR MWolf001
ON 2015/01/30 AT 14:10:12

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT TWP LT 173 THOROLD ; LTS 1-8 INCL & 25-32 INCL, PL 678 ; PT STELLA ST, PL 678 BEING PTS 1 - 16 INCL. ON 59R14508, S/T R0334979, R0543330 ; S/T THE INTEREST OF THE MUNICIPALITY HAVING JURISDICTION, IF ANY; TOWN OF PELHAM

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1998/03/23

1353 Pelham Street, Fonthill

Owner: DISTRICT SCHOOL BOARD OF NIAGARA

OWNERS' NAMES
DISTRICT SCHOOL BOARD OF NIAGARA

CAPACITY SHARE
OWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/03/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1998/03/20 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1998/03/23 **						
TH23009	1955/03/04	TRANSFER	\$19,500		PELHAM DISTRICT HIGH SCHOOL BOARD	C
RO196930	1973/09/19	AGREEMENT			NIAGARA SOUTH BOARD OF EDUCATION THE REGIONAL MUNICIPALITY OF NIAGARA THE CORPORATION OF THE TOWN OF PELHAM	C
REMARKS: PLAN ATTACHED						
RO196930Z	1973/09/19	REST COV APL ANNEX				C
59R2071	1979/04/26	PLAN REFERENCE				C
R0334979	1979/06/06	TRANSFER EASEMENT			BELL CANADA	C
59R6103	1988/11/07	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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LAND
REGISTRY
OFFICE #59

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

64067-0054 (LT)

PAGE 2 OF 2
PREPARED FOR MWolfe001
ON 2015/01/30 AT 14:10:12

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RO543330	1988/12/13	TRANSFER EASEMENT			BELL CANADA	C
59R14508	2011/07/27	PLAN REFERENCE				C
SN375008	2013/05/14	APL CH NAME OWNER		FELHAM DISTRICT HIGH SCHOOL BOARD	DISTRICT SCHOOL BOARD OF NIAGARA	C
SN401172	2014/04/09	APL (GENERAL) REMARKS: AMEND DESCRIPTION		DISTRICT SCHOOL BOARD OF NIAGARA		C
59R15166	2014/08/21	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Registry Act

Grant of Easement

THIS INDENTURE made the 17th day of APRIL, 19 79
IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT

BETWEEN:

NIAGARA SOUTH BOARD OF EDUCATION

hereinafter called "THE GRANTOR

OF THE FIRST PART

The Planning Act
CERTIFICATE OF SECRETARY-TREASURER
Pursuant to subsection 20 of section 42 of
THE PLANNING ACT, I certify that the
CONSENT of the Land Division Committee
of the Regional Municipality of Niagara was
given on 13th day of May 1979 to
the transaction to which the within inst-
rument refers.

- and -

BELL CANADA

hereinafter called "THE GRANTEE"

SECRETARY-TREASURER
Dated this 13th day
of May 1979
Land Division Committee reference file
B-182/79

OF THE SECOND PART

XXXXX

XX

XXXXXXXXXXXXXXXXXXXX

XXXXX

XX

XXXXXXXXXXXXXXXXXXXX

WHEREAS the Grantor is the owner in fee simple and in possession of certain lands (hereinafter called "the Grantor's lands") which are hereinafter described in Schedule "A" attached hereto and forming a part thereof;

AND WHEREAS the Grantee is owner in fee simple of those lands and premises (hereinafter called "the Grantee's lands") being in the City of Toronto, in the Municipality of Metropolitan Toronto, being composed of Parts of Town Lots 5 and 6, on the North side of Adelaide Street West, according to the Plan of the Town of York and designated as PARTS 1 and 2 on the plan of survey deposited in the Land Registry Office for the Registry Division of Toronto as Number 63R-545;

AND WHEREAS the Grantor has agreed to grant and transfer to the Grantee a right-of-way and easement upon, over, in, under and across the Grantor's lands for the purpose of enabling the Grantee to construct, operate and maintain telephone and telecommunication facilities to form part of the Grantee's continuous lines of telecommunications;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of -----Two Thousand Dollars----- (\$ 2,000.00) Dollars of lawful money of Canada now paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor hereby grants, transfers and confirms to the Grantee, its successors and assigns, to be used and enjoyed as appurtenant to the Grantee's lands, a free and unencumbered easement in perpetuity upon, over, in, under and across the Grantor's lands, to construct, operate, maintain, repair, replace, renew and make additions to telephone and telecommunication facilities or any part thereof including all necessary cables, (both buried and aerial) conduits, markers, poles, anchors, guys, wires, manholes, fixtures and equipment and all appurtenances thereto for use as required in the business carried on by the Grantee.

TOGETHER with the right of access to the Grantee, its contractors, servants, agents and employees, vehicles, equipment and supplies over the Grantor's lands, at all times for the purpose of exercising the rights hereby granted.

AND WITH the right to the Grantee to remove by any necessary means any boulders or rocks which may be encountered in constructing its telephone and telecommunication facilities and to sever, fell, remove, prevent or control the growth of any roots, trees, stumps, brush or other vegetation now or from time to time hereafter growing in, on or under the Grantor's lands.

AS SOON AS reasonably practicable after the construction of the said telephone and telecommunication facilities or after any repair, replacement, renewal or addition of same the Grantee shall remove all debris caused by it and in all respects restore the lands to their former state so far as is practical or the Grantee shall make to the Grantor due compensation for any physical damages resulting from the exercise of any of the rights herein granted. Any gates, fences and tile drains interfered with by the Grantee shall be restored by the Grantee at its expense as closely as reasonably practicable to the condition in which they existed immediately prior to such interference by the Grantee. The Grantee further agrees to pay due compensation for damages to any crops of the Grantor damaged through exercise by the Grantee of any rights hereby granted.

SHOULD the Grantor in the future wish to install a private tile drainage system on the Grantor's lands for the purpose of improving the agricultural productivity of same and where such installation would cross through the said easement, the Grantee shall at its own expense and where such installation requires it, physically expose and raise or lower its telephone and telecommunications facilities within the easement to the extent necessary to accomplish such installation.

THE GRANTOR shall have the right to fully use and enjoy the Grantor's lands except as may be necessary for any of the purposes hereby granted to the Grantee provided that without the prior written consent of the Grantee, the Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected upon, over, in, under and across the Grantor's lands any pit, well, foundation, pavement, building or other structure or installation.

THE GRANTEE shall at all times have the right to renew or replace or add to its telephone and telecommunications facilities and paying to the Grantor fifty per cent (50%) in the case of burying extra cable and one hundred per cent (100%) in the case of extra conduit or pole lines of the current land value of that property only over which such additional facilities shall be established. The current land value of such property as aforesaid shall be taken as of the date of commencement of the new installation and shall normally be established by an independent appraiser chosen by the Grantee. No payment will be made in the case of additional cables installed in existing conduit or upon existing pole lines.

THE GRANTEE shall be permitted to attach the wires, cables and equipment and to permit the attachment of the wires, cables and equipment of any other company or commission for the purposes only of supplying a service.

NOTWITHSTANDING any rule of law or equity and even though any of the Grantee's telephone and telecommunication facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Grantee.

THIS INDENTURE including all rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AND WHEREAS

the undersigned parties have agreed to execute this instrument for the purposes and to the effect hereinafter expressed.

AND THE PARTIES HERETO HAVE AGREED THAT

THEIR INTENTION IS

to execute this instrument for the purposes and to the effect hereinafter expressed, and the undersigned parties have agreed to execute this instrument for the purposes and to the effect hereinafter expressed, and the undersigned parties have agreed to execute this instrument for the purposes and to the effect hereinafter expressed.

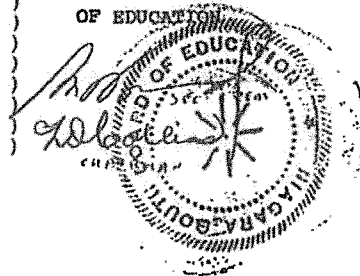
WHEREVER the singular and the masculine are used in this Grant of Easement, they shall be construed as meaning the plural or the feminine or neuter as the context requires.

IN WITNESS WHEREOF the parties hereto have executed these presents.

SIGNED, SEALED AND DELIVERED)

in the presence of

NIAGARA SOUTH BOARD
OF EDUCATION



SCHEDULE "A"

referred to in the annexed Indenture made the 17th day of APRIL, 19 79

BETWEEN:

NIAGARA SOUTH BOARD OF EDUCATION

OF THE FIRST PART

- and -

BELL CANADA

OF THE SECOND PART

~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

ALL AND SINGULAR that certain parcel of land and premises situate, lying and being
in the Town of Pelham
in the Regional Municipality of Niagara
in the Province of Ontario, being composed of
Part of Lot 173, Township of Thorold, Part of Stella Street and Parts
of Lots 1, 31 and 32 according to Registered Plan No. 44, for the
Township of Thorold, now known as Plan 678, all being more particularly
designated as Part 1 on a Reference Plan deposited in the Land Registry
Office for the Registered Division of Niagara South as No. 59R-2871.

THE LAND TRANSFER TAX ACT, 1974

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

THE MATTER OF THE CONVEYANCE OF Parts Stella St. and Pcs. Lots 1, 31 & 32, Plan 44, Township of Thorold, now in the Town of Pelham, Regional Municipality of Niagara, designated Part 1, Reference Plan 59R-2871 as Part 173 of Plan 173 BY (print names of all transferors in full) NIAGARA SOUTH BOARD OF EDUCATION

TO (see instruction 1 and print names of all transferees in full) BELL CANADA

1. (see instruction 2 and print name(s) in full) DONALD GARTH HUMPHRIES

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (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 BELL CANADA (insert name(s) of principal(s)) described in paragraph(s) XII, XIII, (c) above; (strike out references to inapplicable paragraphs)
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
- ☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name(s) of spouse(s)) who is my spouse described in paragraph (); (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses f and g of subsection 1 of section 1 of the Act. (see instruction 3)
3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) NONE

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

- (a) Monies paid or to be paid in cash \$ 2,000.00
- (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) Nil
- (ii) Given back to vendor Nil
- (c) Property transferred in exchange (detail below) Nil
- (d) Securities transferred to the value of (detail below) Nil
- (e) Loans, legacies, annuities and maintenance charges to which transfer is subject Nil
- (f) Other valuable consideration subject to land transfer tax (detail below) Nil
- (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL \$ 2,000.00
- SUBJECT TO LAND TRANSFER TAX (total of (a) to (f)) \$ 2,000.00
- (h) VALUE OF ALL CHATTELS — Items of tangible personal property (detail below) Nil
- (i) Other consideration for transaction not included in (g) or (h) above Nil
- (j) TOTAL CONSIDERATION \$ 2,000.00

ALL CHARGES MUST BE PAID IN. VERIFY "NIL" BEFORE APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)
6. Other remarks and explanations, if necessary

SWORN before me at the City of Welland in the Regional Municipality of Niagara this 14 day of May 19 79

A Commissioner for taking Affidavits

PROPERTY INFORMATION RECORD

- A. Describe nature of Instrument Grant of Basement
- B. (i) Address of property being conveyed (if available) South Pelham Street, Ponthill, Ontario
- (ii) Assessment Roll # (if available) N/A
- C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6) N/A
- D. (i) Registration number for last conveyance of property being conveyed (if available) 23009
- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☒ Not Known ☐
- E. Name(s) and address(es) of each transferee's solicitor P. G. HUMPHRIES, R.C. 136 East Main Street Welland, Ontario

For Land Registry Office use only

REGISTRATION NO.

LAND REGISTRY OFFICE NO.

REGISTRATION DATE

173 2p *✓*
1, 31, 32, *tho* PL 678

AK
hm

334979

DATED: APRIL 17th

BETWEEN:

NIAGARA SOUTH BOARD OF EDUCATION
PROPERTY OF THE
REGISTRY OFFICE -

BELL CANADA
393 University Avenue
Toronto, Ontario
MSG 1W9

011600
011600
011600

011600
011600
011600

-S.M.P. 838
-S.M.P. 838

LAND REGISTRY

79 JUN -6 P4:21

334979

No.
Registry Division of Niagara South (No. 59)
I CERTIFY that this instrument is registered

4.21 P.M. JUN 6 1979 In the

Chief
Registry Office
at Welland
Ontario.

Donald G. Humphries
LAND REGISTRAR

Grant Of Easement

Donald G. Humphries, Q.C.
136 East Main Street
Welland, Ontario

DGH/r1

REGISTRATION FEE	19	00
LAND TRANSFER TAX	8	00
RETAIL SALES TAX		

PC

Province
of Ontario**Bell Transfer/Deed of Land**

Form 1 — Land Registration Reform Act, 1984

EC 888 (88 01)

A543330
FOR OFFICE USE ONLY

<div style="text-align: center;"> <p>543330</p> <p>Number of Registrations Certificate of Registration</p> <p>13 P224</p> <p>Land Registrar</p> </div>		<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 4 pages 13</p>	
		<p>(3) Property Identification(s) Block Property Additional See Schedule <input type="checkbox"/></p>	
<p>(4) Consideration</p> <p>Two thousand ----- Dollars \$2,000.00</p>		<p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/></p> <p>In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 173, in the former Township of Thorold, now in the said Town of Pelham, designated as Part 1 on Plan of Reference deposited as Plan 59R-6103.</p>	
<p>(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> (7) Interest/Estates Transferred Fee-Simple Easement</p>		<p>(8) Transferor(s) This transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that</p>	
<p>Name(s) Signature(s) Date of Signature Y M D</p> <p>NIAGARA SOUTH BOARD OF EDUCATION Chairman 1988 11 30</p> <p>Director 1988 11 30</p>		<p>(9) Spouse(s) of Transferor(s) who consent to this transaction Signature(s) Date of Signature Y M D</p>	
<p>(10) Transferor(s) Address for Service</p> <p>250 Thorold Road West, Welland, Ontario, L3C 3W3</p>		<p>(11) Transferee(s) Date of Birth Y M D</p> <p>BELL CANADA</p>	
<p>(12) Transferee(s) Address for Service</p> <p>66 Bay Street South, 4th Floor, Hamilton, Ontario, L8N 3H2</p>		<p>(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.</p> <p>Signature Date of Signature Y M D</p> <p>Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.</p> <p>Name and Address of Solicitor Signature Date of Signature Y M D</p>	
<p>(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (i) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.</p> <p>Name and Address of Solicitor Signature Date of Signature Y M D</p>		<p>(15) Assessment Roll Number of Property City Municipality Map Sub. Par. Not Assigned</p>	
<p>(16) Municipal Address of Property</p> <p>Port Robinson Road Fonthill, Ontario L0S 1E0</p>		<p>(17) Document Prepared by:</p> <p>D. G. HUMPHRIES, Q.C. Barrister etc. 136 East Main Street Welland, Ontario L3B 3W6</p>	
<p>(18) Fee and Tax</p> <p>Registration Fee 20</p> <p>Land Transfer Tax</p> <p>Total</p>		<p>FOR OFFICE USE ONLY</p>	

Additional Property Identification and/or Other Information

"WHEREAS the Transferee is the owner in fee simple of those lands and premises (hereinafter called the Transferee's lands) being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-945, City of Toronto, Municipality of Metropolitan Toronto."

THE TRANSFEROR grants to the transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, the free, uninterrupted and unobstructed right and easement in perpetuity over those lands described in the transfer of easement to which these provisions are a schedule, hereinafter called "the Transferor's lands".

1. TO ENTER on and construct, repair, replace, operate, maintain, renew and make additions to telephone and telecommunications facilities (forming part of its continuous lines between the Transferee's lands and other lands), including all necessary poles, cables and wires (both buried and aerial), conduits, conduit structures, markers, fixtures, and equipment and all appurtenances thereto as the Transferee may from time to time or at any time hereafter deem requisite upon, over, under, along and across the Transferor's lands for the purpose of furnishing telecommunications service to the premises of the Transferor and to the premises of the Transferee's customers from time to time on lands adjoining or on other lands; together with the right of free unimpeded access to the Transferee, its agents, contractors, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted, over the Transferor's lands from the highways or lands abutting thereon to and from the places where any of the said telecommunications facilities or any part or parts thereof are to be constructed, repaired, replaced, operated and maintained;

2. TO ATTACH other wires, cables, equipment and accessories and to permit the attachment of the wires, cables, equipment and accessories of any other company or commission for the purpose only of supplying a service;

3. TO TRIM, fell and remove any trees and brush along the said lands so as to keep the aerial wires and cables clear at least two feet;

4. TO ERECT and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires.

THE TRANSFEROR shall have the right to fully use and enjoy the Transferor's lands except as may be necessary for any of the purposes hereby granted to the Transferee provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected upon, over, in, under and across the Transferor's lands any pit, well, foundation, pavement, building or other structure or installation.

THE TRANSFEREE covenants and agrees with the Transferor that it shall be responsible for any damage caused by its agents or employees to the property of the Transferor and shall as far as possible replace at its own cost any soil or turf removed in connection with any of the work above referred to.

NOTWITHSTANDING any rule of law or equity and even though any of the Transferee's telecommunication facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AND THE Mortgagee in Mortgage/Charge Number _____, in consideration of the sum of - One Dollar - (\$1.00) the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting hereto and agrees to the easement and right-of-way hereby granted and covenants that the Transferee shall have quiet possession of the rights, privileges and easements hereby granted.

THE MORTGAGEE certifies that the Mortgagee is at least eighteen years old.

Mortgagee (name) _____ Per _____ Date of Signature
• Y • M • D •

Per _____ Date of Signature
• Y • M • D •

Additional Property Identifier(s) and/or Other Information

TRANSFEROR

NIAGARA SOUTH BOARD OF EDUCATION

TRANSFeree

BELL CANADA

LAND

In the Town of Pelham, in the Regional Municipality of Niagara, and being composed of Part of Lot 173, in the former Township of Thorold, now in the said Town of Pelham, designated as Part 1 on Plan of Reference deposited as Plan 59R-6103.

FORM 2
THE PLANNING ACT
CERTIFICATE OF SECRETARY - TREASURER
Under subsection 52(3) of the PLANNING ACT 1983, I certify
that the content of the Land Division Committee for the Regional
Municipality of Niagara was given as May 25, 88
to the transaction to which this instrument relates.

SECRETARY - TREASURER
Dated this 12th day of Oct. 88
File # B-235/P8

FOR OFFICE
USE ONLY

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
Refer to all instructions on reverse side.

4.

IN THE MATTER OF THE CONVEYANCE OF Part Lot 173, former Township of Thorold, now in the Town of Pelham, in the Regional Municipality of Niagara, designated as Part 1 on Reference Plan 59R-6103.BY (print name of all transferees in full) Niagara South Board of EducationTO (see instruction 1 and print name of all transferees in full) Bell CanadaI, (see instruction 2 and print name(s) in full) Donald Garth Humphries

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s): (see instruction 2)

- ☐ (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 (print name(s) of principal(s)) Bell Canada

(described in paragraph(s) (b), (c), (d) above; (delete not references to inapplicable paragraph(s))

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (print name(s) of corporation(s))

(described in paragraph(s) (a), (b), (c) above; (delete not references to inapplicable paragraph(s))

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described

in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$500,000.)

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

☐ contains at least one and not more than two single family residences.☐ does not contain a single family residence.☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1) (g) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$550,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) N/A

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

- (a) Monies paid or to be paid in cash \$ 2,000.00
(b) Mortgage (i) Assumed (delete principal and interest to be credited against purchase price) \$ Nil
(ii) Given back to vendor \$ Nil
(c) Property transferred in exchange (delete balance) \$ Nil
(d) Securities transferred to the value of (delete balance) \$ Nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ Nil
(f) Other valuable consideration subject to land transfer tax (delete balance) \$ Nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 2,000.00 \$ 2,000.00
(h) VALUE OF ALL CHATTELS - Items of tangible personal property (delete value for tax payable on the value of all chattels unless exempt under the provisions of the "Gifts Tax Act", R.S.O. 1980, c. 96, as amended) \$4834 RTM Nil 10-00
(i) Other consideration for transaction not included in (g) or (h) above \$4834 RFE 20-00
(j) TOTAL CONSIDERATION \$2,000.00 \$2,000.00

As Recd
After Co
Filed In
Entry "10"
Where
Applicable

13DEC98 AS 4834 1473
RTM Nil 10-00
RFE 20-00
INTE 2,000.00
CHER 330.00

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)

6. If the consideration is nominal, is the land subject to any encumbrances?

7. Other remarks and explanations, if necessary.

Sworn before me at the City of Welland
in the Regional Municipality of Niagara
this 13th day of December 1988

(Signature) COLETTE LORRAINE VALLIERES, a Commissioner
etc., Judicial District of Niagara South for
D. G. Humphries, Barrister and Solicitor.
A Commissioner for taking Affidavits, etc. Expires April 29, 1991.

Property Information Record

- A. Describe nature of instrument: Easement
B. (i) Address of property being conveyed (if available) Port Robinson Road, Fonthill, Ontario
(ii) Assessment Roll No. (if available) Not Assigned
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7)
66 Bay Street south, 4th Floor, Hamilton, Ontario, L8N 3H2
D. (i) Registration number for last conveyance of property being conveyed (if available) 23009
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☐ Part only ☐
E. Name(s) and address(es) of each transferee's solicitor
D. G. HUMPHRIES, O.C.
Barrister etc.
136 East Main Street
Welland, Ontario
L3B 3W6

For Land Registry Office use only
REGISTRATION NO.
Land Registry Office No.
Registration Date
AK up

