

43029-J

- A. PLAN DOCUMENT
- B. BLOCK 21 TO TOWN 0.3M RESERVE (has to be registered prior to Inhibiting Order as the IO states the name of owner in body of the order)
- C. PATRICIA ANN S/T U. LUCCHETTA CONS
- D. SUBDIVISION AGREEMENT
- E. VTB - PATRICIA ANN MF U. LUCCHETTA
- F. IO WOODLAND ESTATES PH 2 Inhibiting Order
 - Surveyor then registers R-Plan
- G. STORM EAST LUCCHETTA TO TOWN PTS 1&2 (Part lots 14 &15)
- G. 1. PP OF VTB TO STORM SEWER EASEMENT
- H. TEMP STORM PATRICIA ANN PTS 4 & 5, (Part Con Lot 13)
- H.1. POSTPONEMENT FROM TD - PARTS 4 & 5
- I. TEMP STORM POND EASE PATRICIA ANN PT3 (Part Con Lot 13)
- I.1. POSTPONEMENT FROM TD - PART 3
- J. BUILDING RESTRICTIONS

NOTE: ONCE the securities are paid, then we'll delete the IO

This document has not been submitted and may be incomplete.

Properties	
PIN	64031 - 0461 LT
Description	PART OF LOT 13 CONCESSION 9 PELHAM, IN THE TOWN OF PELHAM, IN THE REGIONAL MUNICIPALITY OF NIAGARA AS SET OUT ON THE PLAN OF SUBDIVISION PREPARED BY DONALD G. CHAMBERS, AN ONTARIO LAND SURVEYOR AND DATED JANUARY 26, 2017.
Address	BEING PART OF THE PIN FONTHILL
Applicant(s)	

Name	PATRICIA ANN HOLDINGS INC. Acting as a company
Address for Service	1501 Pelham Street P.O. Box 173 Fonthill, ON L0S 1E0

I, Terrence Hinan (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 Donald G. Chambers dated 2017/01/26 All the chargee(s) consents required have been obtained See Schedules.
File Number

Applicant Client File Number : 45767

CONSENT OF CHARGE

IN THE MATTER of a plan of subdivision of Part of Lot 13, Concession 9, Pelham, in the Town of Pelham, in the Regional Municipality of Niagara prepared by Donald G. Chambers, an Ontario Land Surveyor and dated the 26th day of January, 2017.

The Toronto-Dominion Bank, the chargee under a charge registered as Instrument Number SN477302 hereby consent to the registration of the above-mentioned plan of subdivision.

Dated this 1st day of February, 2017.

The Toronto-Dominion Bank

Per:



Name:

Greg Hutchinson,

Title:

Manager Commercial Services.

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: Woodlands Estates Phase 2 Subdivision Deed: PATRICIA ANN HOLDINGS ('the transaction')
(Insert brief description of transaction) INC. to Town of Pelham; Block 21

This will confirm that:

- I/We have reviewed the information set out in 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 Scarborough, this 9th day of May, 2017.

WITNESS

(As to all signatures, if required)



THE CORPORATION OF THE TOWN OF PELHAM
Dave Augustyn, Mayor



Nancy J. Bozzato, Town Clerk

Properties

PIN	64031 - 0461	LT	Interest/Estate	Fee Simple	☒ Split
Description	BLOCK 21, 59M- TOWN OF PELHAM				
Address	FONTHILL				

Consideration

Consideration	\$ 1.00
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Transferor(s)

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

Name PATRICIA ANN HOLDINGS INC.
 Acting as a company
Address for Service 1501 Pelham Street
 P.O. Box 173
 Fonthill, ON L0S 1E0

I, Terry Hinan, 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 Registered Owner
 Acting as a company
Address for Service 20 Pelham Town Square
 Fonthill, ON L0S 1E0

Calculated Taxes

Provincial Land Transfer Tax	\$0.00
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File Number

Transferor Client File Number : 43029-J

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64031 - 0461 BLOCK 21, 59M-
TOWN OF PELHAM

BY: PATRICIA ANN HOLDINGS INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner % (all PINs)

1. DAVE AUGUSTYN, MAYOR AND I, NANCY J. BOZZATO, TOWN 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 deposited 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) (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: 0.3 metre reserve as required by the Subdivision Agreement

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument:	Transfer			
	LRO 59	Registration No.	Date:	
B. Property(s):	PIN 64031 - 0461	Address	Assessment Roll No	
		FONTHILL		
C. Address for Service:	20 Pelham Town Square			
	Fonthill, ON L0S 1E0			
D. (i) Last Conveyance(s):	PIN 64031 - 0461	Registration No.		
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐				

C. Deed from Patricia Ann Holdings to U. Lucchetta
of Lots 1 to 18, 59M-_____

Properties

PIN 64031 - 0461 LT Interest/Estate Fee Simple ☒ Split

Description LT 1 TO 18, PLAN 59M-_____ ; TOWN OF PELHAM

Address FONTHILL

Consideration

Consideration \$ 1,350,000.00

Transferor(s)

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

Name PATRICIA ANN HOLDINGS INC.
Acting as a company

Address for Service 1501 Pelham Street
P.O. Box 173
Fonthill, ON L0S 1E0

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

Transferee(s)

Name U. LUCCHETTA CONSTRUCTION LIMITED
Acting as a company

Address for Service 402 Rice Road
Welland, Ontario
L3C 2V8

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax \$23,475.00

File Number

Transferor Client File Number : 106654

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64031 - 0461 LT 1 TO 18, PLAN 59M-_____, TOWN OF PELHAM

BY: PATRICIA ANN HOLDINGS INC. % (all PINs)
TO: U. LUCCHETTA CONSTRUCTION LIMITED

1. ROBERT LUCCHETTA

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 U. LUCCHETTA CONSTRUCTION LIMITED 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 deposited to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

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

(a) Monies paid or to be paid in cash	1,350,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price) (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))	1,350,000.00
(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	1,350,000.00

6. Other remarks and explanations, if necessary.

- 1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- 2. Other remarks & explanations: The Non-Resident Speculation Tax does not apply to this transfer

PROPERTY Information Record

A. Nature of Instrument:	Transfer	LRO 59	Registration No.	Date:
B. Property(s):	PIN 64031 - 0461	Address	FONTHILL	Assessment Roll No -
C. Address for Service:	402 Rice Road	Welland, Ontario	L3C 2V8	
D. (i) Last Conveyance(s):	PIN 64031 - 0461	Registration No.		
(ii) Legal Description for Property Conveyed :	Same as in last conveyance?	Yes ☐ No ☒ Not known ☐		

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Woodlands Estates Phase 2 Subdivision Subdivision Agreement between (the transaction")
(Insert brief description of transaction) The Corporation of the Town of Pelham
& U. LUCCHETTA CONSTRUCTION LIMITED

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of May, 2017.

WITNESS

(As to all signatures, if required)

[Signature]
THE CORPORATION OF THE TOWN OF PELHAM
Dave Augustyn, Mayor

[Signature]
Nancy J. Bozzato, Town Clerk

D. Subdivision Agreement
Lots 1 to 18, 59M-_____

LRO # 59 Notice Of Subdivision Agreement

In preparation on 2017 05 02 at 16:56

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

PIN	64031 - 0461 LT	☒ Affects Part of Prop
Description	LOTS 1 TO 18, 59M-_____	
Address	TOWN OF PELHAM	
	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 I, 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
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Name	U. LUCCHETTA CONSTRUCTION LIMITED Acting as a company	Registered Owner
Address for Service	402 Rice Road, Welland, ON L3C 2V8	

Statements

The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Town of Pelham

Schedule: Signed Subdivision Agreement dated April 18th, 2017 uploaded here

File Number

Applicant Client File Number : 43029

E. VTB Mort to Patricia Ann Holding
of Lots 1 to 18

LRO # 59 Charge/Mortgage

In preparation on 2017 05 08 at 14:41
yyyy mm dd Page 1 of 1

This document has not been submitted and may be incomplete.

Properties

PIN	64031 - 0461	LT	Interest/Estate	Fee Simple	☒ Redescription
Description	LT 1 TO 18, PLAN 59M-_____ PELHAM; TOWN OF PELHAM				
Address	FONTHILL				

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	U. LUCCHETTA CONSTRUCTION LIMITED
Address for Service	Acting as a company 402 Rice Road Welland, Ontario L3C 2V8

I, ROBERT LUCCHETTA, have the authority to bind the corporation.

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

Chargee(s)

Name	PATRICIA ANN HOLDINGS INC.
Address for Service	Acting as a company 1501 Pelham Street P.O. Box 173 Fonthill, ON L0S 1E0

Provisions

Principal	\$ 675,000.00	Currency	CDN
Calculation Period			
Balance Due Date	2017/07/15		
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

There will be no interest charged against the indebtedness secured by this Charge. The Chargee agrees to grant such postponement and sign such partial discharges, without any payment, as may be required pursuant to an agreement with any municipality or government authority. The Chargor shall be entitled to prepay a portion or all of the indebtedness secured by this Charge at any time without notice, bonus or penalty.

File Number

Chargee Client File Number : 106654

F. Inhibiting Order
Lots 1 to 18, 59M-_____

LRO # 59 Application For Inhibiting Order-Land

In preparation on 2017 05 02 at 17:00
yyyy mm dd Page 1 of 1

This document has not been submitted and may be incomplete.

Properties

PIN 64031 - 0461 LT ☒ Affects Part of Prop

Description LOTS 1 TO 18, 59M-_____
TOWN OF PELHAM

Address FONTHILL

Applicant(s)

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

Address for Service 20 Pelham Town Square
Fonthill, ON L0S 1E0

I, Nancy J. Bozzato, Town 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 .

File Number

Applicant Client File Number : 43029-J

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, Town Clerk of The Corporation of the Town of Pelham hereby
certifies that U. LUCCHETTA CONSTRUCTION LIMITED, the registered owner(s) of Lots 1
to 18, both inclusive, Plan 59M-_____; Town of Pelham, Regional Municipality of
Niagara, prepared by Don G. Chambers, B. Sc., O.L.S., an Ontario Land Surveyor, dated
the 26th day of January, 2017, 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 on 30M-_____
Parts on 30R-_____

Storm Water Management
Easement

Part Lots 14 & 15, described Parts 1 & 2

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 day of May, 2017.



Nancy J. Bozzato, Town Clerk
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: Woodlands Estates Phase 2 Subdivision Storm Sewer Easement over Lots (the transaction")
(Insert brief description of transaction) 14 and 15 (Parts 1 and 2) from
U. Lucchetta Construction Limited

This will confirm that:

- I/We have reviewed the information set out in 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

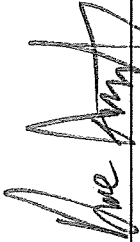
The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ 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 Shawville, Pelham, this 9th day of May, 2017.

WITNESS

(As to all signatures, if required)


THE CORPORATION OF THE TOWN OF PELHAM
Dave Augustyn Mayor


Nancy J. Bozzato, Town Clerk

LRO # 59 Transfer Easement (Part lots 14 &15 Parts 1 & 2)

G. Easement Storm water purposes
from U. Lucchetta to Town

In preparation on 2017 05 04 at 15:49

yyyy mm dd Page 1 of 1

This document has not been submitted and may be incomplete.

Properties

PIN 64031 - 0461 LT Interest/Estate Easement ☒ Add Easement

Description SERVIENT LANDS:
PART LOT 14 PLAN 59M-____; BEING PART 1, 59R-____
PART LOT 15 PLAN 59M-____; BEING PART 2, 59R-____

THIS IS AN EASEMENT IN GROSS

Address FONTHILL

Consideration

Consideration \$ 2.00

Transferor(s)

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

Name U. LUCCHETTA CONSTRUCTION LIMITED
Acting as a company

Address for Service 402 Rice Road, Welland, ON L3C 2V8

I, Robert Lucchetta, 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 20 Pelham Town Square
Fonthill, ON L0S 1E0

Statements

Schedule: See Schedules

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number : 106654

Transferee Client File Number : 43029-J

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64031 - 0461 SERVIENT LANDS:
PART LOT 14 PLAN 59M-____; BEING PART 1, 59R-____
PART LOT 15 PLAN 59M-____; BEING PART 2, 59R-____

THIS IS AN EASEMENT IN GROSS

BY:	U. LUCCHETTA CONSTRUCTION LIMITED	
TO:	THE CORPORATION OF THE TOWN OF PELHAM	%(all P/INs)

1. DAVE AUGUSTYN, MAYOR AND I, NANCY J. BOZZATO, TOWN 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 deposited to.

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

(a) Monies paid or to be paid in cash	2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price) (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))	2.00
(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	2.00

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 64031 - 0461	Address	Assessment Roll No
		FONTHILL	
C. Address for Service:	20 Pelham Town Square		
	Fonthill, ON L0S 1E0		
D. (i) Last Conveyance(s):	PIN 64031 - 0461	Registration No.	
(ii) Legal Description for Property Conveyed :	Same as in last conveyance?	Yes ☐ No ☒ Not known ☐	

WHEREAS the Transferor is the registered owner of the Servient Lands described: Part Lot 14 Plan 59M-____; being Part 1, 59R-____, and Part Lot 15 Plan 59M-____; being Part 2, 59R-____; TOWN OF PELHAM (the “**Servient Lands**”):

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One (\$1.00) Dollar of lawful money of Canada now paid by the Transferee to the Transferor, receipt whereof is hereby acknowledged:

The Transferor hereby grants to The Corporation of the Town of Pelham, its successors and assigns, the following rights:

1. STORM WATER MANAGEMENT EASEMENT

- (i) The free uninterrupted and unobstructed right at any time or times to enter upon and construct, install, operate, maintain, inspect, repair, alter, replace and remove any storm sewer, storm swales, storm drain, drainage swale and/or storm out fall structure and any collateral works necessary thereto and appurtenances thereto in, along and across the Servient Lands.
- (ii) For the servants, agents, contractors and workmen of and other persons duly authorized by the Transferee at all times (subject as may hereinafter be provided) and from time to time to pass and repass with all machinery, material, vehicles and equipment as may be necessary over the Servient Lands for all purposes necessary or incidental to the exercise of and for the enjoyment of the rights and easements herein granted.

2. The Transferor covenants with the Transferee to keep the Servient Lands free and clear of all buildings, structures, concrete/pavement surfaces, brush, trees and other obstructions of any nature whatsoever as may be necessary for the exercise of and for the enjoyment of the rights and easements herein granted and the Transferor shall not alter the grading or install thereon any foundation, concrete, pavement or structure which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder. The Transferee shall have the right to remove or control the growth of any trees, brush or other vegetation on or under the lands and remove any obstruction therefrom.

3. The aforesaid rights and easements are hereby granted, conveyed and transferred by the Transferor unto The Corporation of the Town of Pelham on the following terms and conditions, where applicable, which are hereby covenanted and agreed to by and between The Corporation of the Town of Pelham and the Transferor:

- (a) Upon completion of the construction of the works aforesaid and of any installments, replacement, maintenance, inspection, repair, alteration or removal thereof, The Corporation of the Town of Pelham shall forthwith fill in all excavations in and/or on the Servient Lands and as far as practicable will restore the surface thereof to the condition being free and clear of building, structures, concrete, pavement surfaces, brush, trees and other obstructions and shall remove all equipment and rubbish;
- (b) The rights, liberties, privileges and easements herein granted, conveyed and transferred are declared to be appurtenant to and for the benefit of the property of The Corporation of the Town of Pelham;
- (c) The Transferor shall not undertake any works, change any grades or install any obstruction or improvement on the Servient Lands including the planting of trees without the prior written consent of The Corporation of the Town of Pelham ;
- (d) The Transferor shall be responsible for any damage to the property of The Corporation of the Town of Pelham caused directly or indirectly by the

actions or omissions of the Transferor or any persons acting under the authority of the Transferor that affect the rights hereby granted;

- (e) The Corporation of the Town of Pelham shall be responsible for any damage to the property of the Transferor caused directly or indirectly by the acts or omissions of The Corporation of the Town of Pelham or any persons acting under the authority of the Town of Pelham and The Corporation of the Town of Pelham shall indemnify save harmless the Transferor from all claims of every nature whatsoever and howsoever arising out of the installation, construction, maintenance, operation and existence of the said works;
- (f) Notwithstanding, any rule of law or doctrine of equity, all works laid on or erected upon or buried in or under the Servient Lands by The Corporation of the Town of Pelham shall at all times remain the property of The Corporation of the Town of Pelham notwithstanding that the same be annexed or affixed to the freehold and shall at any time or from time to time be removable in whole or in part by The Corporation of the Town of Pelham, its successors and assigns;
- (g) The rights and easement herein granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant including all the covenants and conditions herein are contained and shall extend to and shall be binding upon and enure to the benefit of the respective parties, their heirs, executors, administrators and assigns.

4. THE CORPORATION OF THE TOWN OF PELHAM shall have quiet possession of the said rights and easements free of all encumbrances.

5. THE TRANSFEROR COVENANTS with The Corporation of the Town of Pelham that it will execute such further assurances of the said rights and easements as may be requisite.

6. The Corporation of the Town of Pelham hereby consents to the above terms of this Easement conveyance and agreements.

7. This is an Easement in Gross.

Properties

☒ Affects Part of Prop

PIN 64031 - 0461 LT
Description PART LOT 14 PLAN 59M- ; BEING PART 1, 59R-
PART LOT 15 PLAN 59M- ; BEING PART 2, 59R-
Address FONTHILL

Source Instruments

Registration No. Date Type of Instrument
E. VTB - PATRICIA ANN MF U.
LUCCHETTA Charge/Mortgage

Party From(s)

Name PATRICIA ANN HOLDINGS INC.
Acting as a company
Address for Service 1501 Pelham Street
P.O. Box 173
Fonthill, ON L0S 1E0

I, Terry Hinan, 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 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 G. STORM
EAST LUCCHETTA TO TOWN PTS 1&2

File Number

Party From Client File Number : 106654

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Woodlands Estates Phase 2 Subdivision TEMP STORM SEWER Easement ('the transaction')
(Insert brief description of transaction) From PATRICIA ANN HOLDINGS INC.
over Parts 4 & 5, on draft reference plan

This will confirm that:

- I/We have reviewed the information set out in 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

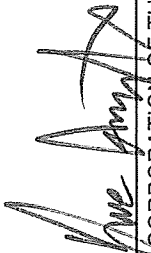
The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ 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 9th day of May, 2017.

WITNESS

(As to all signatures, if required)


THE CORPORATION OF THE TOWN OF PELHAM
Dave Augustyn, Mayor


Nancy J. Bozzato, Town Clerk

H. Easement Temp Storm water purposes
from Patricia Ann Holdings to Town (Part Con Lot 13, Parts 4 & 5)
Transfer Easement
external to Plan

LRO # 59 In preparation on 2017 05 08 at 14:37
This document has not been submitted and may be incomplete. yyyy mm dd Page 1 of 1

Properties

PIN	64031 - 0461	LT	Interest/Estate	Easement	☒ Add Easement
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Description	Area	Value	Notes
SERVIENT LANDS: PART OF LOT 13, CONCESSION 9, BEING PARTS 4 & 5, 59R-_____			

THIS IS AN EASEMENT IN GROSS

Address Fonthill

Consideration

Consideration \$ 1.00

Transferor(s)

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

Name PATRICIA ANN HOLDINGS INC.
Acting as a company

Address for Service
1501 Pelham Street
P. O. Box 173
Fonthill, ON L0S 1E0

I, Terry Hinan, 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: Temporary easement in gross for Storm water purposes until such time as The Corporation of the Town of Pelham determines this easement is no longer necessary. Once the easement is no longer required, The Corporation of the Town of Pelham will transfer, release and abandon unto the registered owner the easement granted herein. The parties hereto agree that the Transferor, their successors or assigns is responsible for the decommissioning of the temporary Storm water easement including all cost related thereto.

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number: 43029-J

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64031 - 0461 SERVIENT LANDS: PART OF LOT 13, CONCESSION 9, BEING PARTS 4 & 5, 59R-_____

THIS IS AN EASEMENT IN GROSS

BY: PATRICIA ANN HOLDINGS INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM % (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) (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 64031 - 0461	Address
		FONTHILL
C. Address for Service:	P. O. Box 400	
	20 Pelham Town Square	
	Fonthill, ON L0S 1E0	
D. (i) Last Conveyance(s):	PIN 64031 - 0461	Registration No.
(ii) Legal Description for Property Conveyed :	Same as in last conveyance?	Yes ☐ No ☒ Not known ☐

This document has not been submitted and may be incomplete.

Properties

PIN 64031 - 0461 LT ☒ Affects Part of Prop

Description PART OF LOT 13, CONCESSION 9, BEING PARTS 4 & 5, 59R- PELHAM

Address FONTHILL

Source Instruments

Registration No. SN477302 Date 2016 08 02 Type of Instrument Charge/Mortgage

Party From(s)

Name THE TORONTO-DOMINION BANK
Acting as a company
Address for Service 40 King Street
St. Catharines, ON L2R 3H4

I, _____, have the authority to bind the corporation.

Party To(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

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number H. TEMP
STORM PATRICIA ANN PTS 4 & 5,

File Number

Party From Client File Number : 106654

Properties

PIN	64031 - 0461	LT	Interest/Estate	Easement	☒ Add Easement
Description	SERVIENT LANDS: PT LT 13 CON 9 PELHAM, BEING PART 3 ON 59R-; TOWN OF PELHAM				
Address	THIS IS AN EASEMENT IN GROSS FONTHILL				

Consideration

Consideration	\$ 2.00
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Transferor(s)

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

Name	PATRICIA ANN HOLDINGS INC. Acting as a company
Address for Service	1501 Pelham Street P. O. Box 173 Fonthill, ON L0S 1E0

I, Terry Hinan, President, have the authority to bind the corporation.

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

Transferee(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

Statements

Schedule: Temporary easement in gross for Storm Water Management Pond purposes until such time as The Corporation of the Town of Pelham determines the permanent storm facility is constructed and that this easement is no longer necessary for Stormwater Management purposes. Once the easement is no longer required, The Corporation of the Town of Pelham will transfer, release and abandon unto the registered owner the easement granted herein. The parties hereto agree that the Transferor, their successors or assigns is responsible for the decommissioning of the temporary pond including all cost related thereto, at such time as when the permanent storm facility is constructed

Calculated Taxes

Provincial Land Transfer Tax	\$0.00
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File Number

Transferor Client File Number :	106654
Transferee Client File Number :	43029-J

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64031 - 0461 SERVIENT LANDS: PT LT 13 CON 9 PELHAM, BEING PART 3 ON 59R-; TOWN OF PELHAM

THIS IS AN EASEMENT IN GROSS

BY: PATRICIA ANN HOLDINGS INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM
%(all PINs)

1. DAVE AUGUSTYN, MAYOR AND I, NANCY J. BOZZATO, TOWN 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 deposited to.

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

- (a) Monies paid or to be paid in cash 2.00
- (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)) 2.00
- (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 2.00

4.

Explanation for nominal considerations:

- c) 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:
PIN 64031 - 0461 Address Assessment Roll No -
FONTHILL
- C. Address for Service: P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0
- D. (i) Last Conveyance(s): PIN 64031 - 0461 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

I.1. POSTPONEMENT FROM TD - PART 3

LRO # 59 Postponement Of Interest

In preparation on 2017 05 08 at 16:43
yyyy mm dd Page 1 of 1

This document has not been submitted and may be incomplete.

Properties

PIN 64031 - 0461 LT ☒ Affects Part of Prop
Description PT LT 13 CON 9 PELHAM, BEING PART 3 ON 59R-_____, TOWN OF PELHAM
Address FONTHILL

Source Instruments

Registration No. Date Type of Instrument
SN477302 2016 08 02 Charge/Mortgage

Party From(s)

Name THE TORONTO-DOMINION BANK
Acting as a company
Address for Service 40 King Street
St. Catharines, ON L2R 3H4

I, _____, have the authority to bind the corporation.

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

Party To(s)

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

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number I. TEMP
STORM POND EASE PATRICIA ANN PT3

File Number

Party From Client File Number : 106654

This document has not been submitted and may be incomplete.

Properties

PIN 64031 - 0461 LT ☒ Redescription
Description LOTS 1 TO 18 (INCLUSIVE) PLAN 59M TOWN OF PELHAM
Address FONTHILL

Applicant(s)

Name U. LUCCHETTA CONSTRUCTION LIMITED
 Acting as a company
Address for Service 402 Rice Road
 Welland, ON L3C 2V8

I, Robert Lucchetta, President, 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 .

File Number

Applicant Client File Number : 45767

BUILDING RESTRICTIONS

The Developer shall cause to be Registered against all Lots in the Subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall be 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 subdivider's 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. 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 subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

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/she shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the Lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Subdivision are constructed.

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the Lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

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/hydroseed 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.

BUILDING RESTRICTIONS

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 Purchaser shall not interfere with the drainage swales or surface drainage pattern on a lot or block without explicit written permission from the Town's Director of Public Works. All swales are for storm water 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. 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 storm water management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the ____ day of _____, 2017 and registered the ____ day of _____, 2017