

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

Properties				
PIN	64063 - 0275	LT	Interest/Estate	Easement ☒ Add Easement
Description	SERVIENT LANDS: BLOCK 4, PLAN 59M432; TOWN OF PELHAM			
Address	FONTHILL			
PIN	64063 - 0285	LT	Interest/Estate	Easement ☒ Add Easement
Description	SERVIENT LANDS: BLOCK 14, PLAN 59M432; TOWN OF PELHAM			
Address	FONTHILL			
PIN	64063 - 0423	LT	Interest/Estate	Easement ☒ Add Easement
Description	SERVIENT LANDS: BLOCK 127, PLAN 59M434; TOWN OF PELHAM			
Address	FONTHILL			
PIN	64063 - 0426	LT	Interest/Estate	Easement ☒ Add Easement
Description	SERVIENT LANDS: BLOCK 130, PLAN 59M434; TOWN OF PELHAM			
Address	FONTHILL			
PIN	64063 - 0428	LT	Interest/Estate	Easement ☒ Add Easement
Description	SERVIENT LANDS: BLOCK 132, PLAN 59M434; TOWN OF PELHAM			
Address	FONTHILL			

Consideration

Consideration \$ 5.00

Transferor(s)

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

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

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

This document is being authorized by a municipal corporation Dave Augustyn, Mayor & Nancy J. Bozzato, Clerk.

Transferee(s)	Capacity	Share
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Name HYDRO ONE NETWORKS INC.
Address for Service 185 Clegg Road
 Markham, ON
 L6G 1B7

Statements

Schedule: See Schedules

Signed By

Timothy Donald Fountain	300-151 Ferris Lane Barrie L4M 6C1	acting for Transferor(s)	Signed	2017 11 30
Tel 705-792-6910				
Fax 705-792-6911				

I have the authority to sign and register the document on behalf of all parties to the document.

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

Signed By			
Timothy Donald Fountain	300-151 Ferris Lane Barrie L4M 6C1	acting for Transferee(s)	Signed 2017 11 30
Tel 705-792-6910			
Fax 705-792-6911			
I have the authority to sign and register the document on behalf of all parties to the document.			

Submitted By	
BARRISTON LLP	300-151 Ferris Lane Barrie L4M 6C1
Tel 705-792-6910	
Fax 705-792-6911	

Fees/Taxes/Payment	
Statutory Registration Fee	\$63.65
Provincial Land Transfer Tax	\$0.00
Total Paid	\$63.65

File Number	
Transferee Client File Number :	83691/635.4-19748

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64063 - 0275 SERVIENT LANDS: BLOCK 4, PLAN 59M432; TOWN OF PELHAM
64063 - 0285 SERVIENT LANDS: BLOCK 14, PLAN 59M432; TOWN OF PELHAM
64063 - 0423 SERVIENT LANDS: BLOCK 127, PLAN 59M434; TOWN OF PELHAM
64063 - 0426 SERVIENT LANDS: BLOCK 130, PLAN 59M434; TOWN OF PELHAM
64063 - 0428 SERVIENT LANDS: BLOCK 132, PLAN 59M434; TOWN OF PELHAM

BY: THE CORPORATION OF THE TOWN OF PELHAM
TO: HYDRO ONE NETWORKS INC. % (all PINs)

1. JAMES INNES MCINTOSH IV
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 HYDRO ONE NETWORKS INC. described in paragraph(s) (c) above.
☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ 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	5.00
(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))	5.00
(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	5.00

4.
Explanation for nominal considerations:
o) Transfer of easement or right of way for no consideration.

5. The land is not subject to an encumbrance

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 because it is an easement.

PROPERTY Information Record

A. Nature of Instrument		Transfer Easement	
B. Property(s):	LRO 59	Registration No. SN535625	Date: 2017/11/30
	PIN 64063 - 0275	Address Fonthill	Assessment Roll No -
	PIN 64063 - 0285	Address Fonthill	Assessment Roll No -
	PIN 64063 - 0423	Address Fonthill	Assessment Roll No -
	PIN 64063 - 0426	Address Fonthill	Assessment Roll No -
	PIN 64063 - 0428	Address Fonthill	Assessment Roll No -

C. Address for Service: 185 Clegg Road
Markham, ON
L6G 1B7

D. (i) Last Conveyance(s):
PIN 64063 - 0275 Registration No. SN489306
PIN 64063 - 0285 Registration No. null
PIN 64063 - 0423 Registration No. SN492730
PIN 64063 - 0426 Registration No. SN492730

LAND TRANSFER TAX STATEMENTS

D. (i) Last Conveyance(s): PIN 64063 - 0428 Registration No. SN492730

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

E. Tax Statements Prepared By: Timothy Donald Fountain
300-151 Ferris Lane
Barrie L4M 6C1

INTEREST / ESTATE TRANSFERRED - EASEMENT IN GROSS

1. The Transferor hereby grants to Hydro One Networks Inc. (herein called the "Transferee"), its successors and assigns, the exclusive, perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the lands being **BLOCKS 4 & 14, PLAN 59M432 & BLOCKS 127, 130 & 132, PLAN 59M434; TOWN OF PELHAM**, (the "Strip"):

- (a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of **all necessary poles and all necessary anchors** with all necessary guys, braces, wires, cables, padmount equipment, if applicable, underground cable and associated material and equipment (all or any of which works are herein called the "Line");
- (b) To enter on and erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
- (c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
- (d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;
(ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;
- (e) To conduct engineering and legal surveys in, on and over the Strip;
- (f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;
- (g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
- (h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.

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

3. This Transfer of Easement is given for the purpose of an electricity distribution or electricity transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15. Sched B, as amended.

4. The Transferor agrees that notwithstanding any rule of law or equity, the works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such works are or may become annexed or affixed to the Strip and shall at any time and from time to time be removable in whole or in part by Transferee.

5. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

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

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