

THIS AGREEMENT made this 14th day of March, 1980.

B E T W E E N:

RICENBERG DEVELOPMENTS LIMITED, a company
incorporated under the laws of the Province
of Ontario and having its head office in
the City of Toronto,

Hereinafter called the GRANTOR,

OF THE FIRST PART,

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the GRANTEE,

OF THE SECOND PART.

WITNESSETH that in consideration of the sum of TWO
(\$2.00) DOLLARS now paid by the grantee to the said
grantor (the receipt whereof is hereby acknowledged)
the grantor grants to the grantee, its successors
and assigns, the free and uninterrupted and unobstructed
rights and easements set out in Schedule "A" in, over,
upon and under the lands described in Schedule "B"
and "C" hereto attached and to be appurtenant to the
lands of The Corporation of the Town of Pelham described
in Schedule "D" hereto attached.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their respective corporate seals under the hands
of their officers duly authorized in that behalf.

RICENBERG DEVELOPMENTS LIMITED

per: *Marion Rosenthal*

SECRETARY-TREASURER

THE CORPORATION OF THE TOWN
OF PELHAM

per: *ES Bergenstern*

Mayor

Murray Harkett
Clerk

SCHEDULE "A"

PERMANENT EASEMENT

1. In perpetuity to enter on and construct, repair, replace, operate and maintain a sanitary sewer and all appurtenances thereto, as The Corporation of the Town of Pelham may from time to time or at any time hereafter deem requisite under, along and across the said lands described in Schedule "B" hereto annexed,

Together with the right of free and unimpeded access to The Corporation of the Town of Pelham, its workmen, contractors, agents, or anyone else which it may designate, supplies, equipment and vehicles 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 lands described in Schedule "B" hereto annexed.

The Corporation of the Town of Pelham covenants and agrees with Ricenberg Developments Limited that The Corporation of the Town of Pelham will at all times hereafter:

- (a) Exercise the rights and easements granted in such a manner as to do as little damage as possible to the property of Ricenberg Developments Limited.
- (b) To indemnify and save Ricenberg Developments Limited harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid sanitary sewer or other works on or from the lands described in Schedule "B".
- (c) In the event of construction or maintenance work being carried on by The Corporation of the Town of Pelham on the lands covered by the easement, The Corporation of the Town of Pelham will do the work necessary to return the lands to their former state as soon as practically possible after the completion of such maintenance or construction work. Any maintenance or construction work shall be carried on by The

Corporation of the Town of Pelham with all reasonable dispatch.

TEMPORARY CONSTRUCTION EASEMENT

2. Until the completion of construction of the aforesaid sanitary sewer and other works in the aforesaid permanent easement, Ricenberg Developments Limited hereby grants the right of free and unimpeded access to The Corporation of the Town of Pelham, its workmen, contractors, agents, or anyone else which it may designate, and supplies, equipment and vehicles 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 lands described in Schedule "C".

Ricenberg Developments Limited shall have the right to use and enjoy fully the said lands described in Schedule "B" and "C" as may be necessary for any of the purposes hereby granted to The Corporation of the Town of Pelham.

Provided that Ricenberg Developments Limited shall not, without the prior consent of The Corporation of the Town of Pelham, excavate, fill, drill or install or erect any buildings in or upon that part of the said lands used or occupied by The Corporation of the Town of Pelham for the purpose of the aforesaid sanitary sewer, nor permit the same to be done by any other person or corporation.

This agreement and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara (formerly in the Township of Pelham, in the County of Welland) and being composed of Part of Lot 1, in the Ninth Concession, in the said Township of Pelham and being designated as Part 1 on a plan of reference deposited in the Registry Office for the Registry Division of Niagara South as Plan No. 59R-3164.

SCHEDULE "C"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara (formerly in the Township of Pelham, in the County of Welland) and being composed of Part of Lot 1, in the Ninth Concession, in the said Township of Pelham and being designated as Parts 1 and 2 on a plan of reference deposited in the Registry Office for the Registry Division of Niagara South as Plan No. 59R-3164.

SCHEDULE "D"

ALL AND SINGULAR that certain parcel or tract of
land and premises situate, lying and being in the Town
of Pelham, in the Regional Municipality of Niagara
(formerly in the Township of Pelham, in the County
of Welland), and being composed of Spruceside Crescent,
according to the Woodstream Estates Plan filed in the
office of Land Titles at the City of Welland as Plan M-19.

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO Part Lot 1, Concession 9,
being designated as Parts 1 and 2 on Plan of Reference No. 59R-3164
Town of Pelham, in the Regional Municipality of Niagara.

Deed, Mortgage,
Agreement of
Sale, Lease, etc.

AND IN THE MATTER OF A DEED

THEREOF, FROM RICENBERG DEVELOPMENTS LIMITED

TO THE CORPORATION OF THE TOWN OF PELHAM

DATED March 14, 1980.

I, ALBERT JOHN BAKKER

of the City of St. Catharines in the Regional
Municipality of Niagara,

MAKE OATH AND SAY AS FOLLOWS:

1. I am Solicitor for the Transferor the
named in the above mentioned Instrument, and have knowledge of the matters hereinafter
sworn.

2. The said Instrument, and the conveyance or other dealing with land affected thereby, do not
contravene the provisions of The Planning Act, as amended, because

Delete
if not
applicable

(a) *The present registered owner does not retain the fee or the equity of redemption in, or a
power or right to grant, assign or exercise a power of appointment with respect to any
land abutting the land affected by the*

This is a Transfer to a Municipality and is therefore

(b) exempt under Section 29(2) of The Planning Act.

State
other
reason
if any

SWORN before me

at the City of St. Catharines

in the Regional Municipality
of Niagara

this 25th

day of April

19 80

Albert John Bakker

MARGARET M. DIETSCH, a Commissioner for
taking Affidavits, Province of Ontario, for
Bakker, Atamanuk, Taylor & Wenglowski,
Barristers & Solicitors.

Expires Oct 19/82 Commission #791411
MARGARET M. DIETSCH, COMMISSIONER FOR TAKING AFFIDAVITS, ETC

THE LAND TRANSFER TAX ACT, 1974
AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Lot 1, Concession 9,
being designated as Parts 1 and 2 on Plan of Reference No. 59R-3164
Town of Pelham, in the Regional Municipality of Niagara
BY (print names of all transferors in full) RICENBERG DEVELOPMENTS LIMITED
TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF PELHAM
I, (see instruction 2 and print name(s) in full) THOMAS A. BIELBY, of the Town of Pelham,
in the Regional Municipality of Niagara,

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 The Corporation of the
Town of Pelham (insert name(s) of principal(s))
described in paragraph(s) (X), (X), (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 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. 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) The Corporation of the Town of Pelham
is not a non-resident person within the meaning of the Act.

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

(a) Monies paid or to be paid in cash	\$	<u>1.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$	<u>nil</u>	
(ii) Given back to vendor	\$	<u>nil</u>	
(c) Property transferred in exchange (detail below)	\$	<u>nil</u>	
(d) Securities transferred to the value of (detail below)	\$	<u>nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	<u>nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$	<u>nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (total of (a) to (f))	\$	<u>1.00</u>	\$ <u>1.00</u>
(h) VALUE OF ALL CHATTELS — items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of The Retail Sales Tax Act, R.S.O. 1970, c. 415, as amended)	\$	<u>nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$	<u>nil</u>	
(j) TOTAL CONSIDERATION	\$	<u>1.00</u>	

ALL BLANKS
MUST BE
FILLED IN
INSERT "NIL"
WHERE
APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)
n/a
6. Other remarks and explanations, if necessary Transfer of Easement to a Municipality.
No consideration passes either tangible or intangible.

SWORN before me at the City of Welland,
in the Regional Municipality of Niagara,
this 26th day of May, 19 80

A Commissioner for taking Affidavits, a Commissioner
for the Province of Ontario,
for the County of Welland, Ontario.

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument EASEMENT
- B. (i) Address of property being conveyed (if available) N/A
- (ii) Assessment Roll # (if available) 011-081-00
- C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6)
20 Eglinton Avenue West, P.O. Box 2025, Toronto, Ontario, N4P 1A9
- D. (i) Registration number for last conveyance of property being conveyed (if available) Not Available
- (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 THOMAS A. BIELBY
Bros. Macfarlane
76 Division Street
Welland, Ontario
L3B 5N9

For Land Registry Office use only

REGISTRATION NO.

LAND REGISTRY OFFICE NO.

REGISTRATION DATE

DATED: March 14, 1980.

RICENBERG DEVELOPMENTS LIMITED

354632

- and -

To,
Registry Division of Niagara South (North)
I CERTIFY that this instrument is registered.

PELHAM

as of 80 MAY 27 AM 11:31 in the c/o P.O. Box 67

Welland Ont

Samuel Schenck
LAND REGISTRAR

Registry Office
at Welland,
Ontario.

GRANT OF EASEMENT

BAKKER, ATAMANUK, TAYLOR &
WENGLAWSKI,
Barristers & Solicitors,
60 James Street, Box 1328
St. Catharines, Ontario
L2R 7J8

Brooks

AJB:mh

REGISTRATION FEE	15.00		
LAND TRANSFER TAX			
RETAIL SALES TAX			