

THIS AGREEMENT made this 26TH day of
January, 1981.

B E T W E E N:

PATRICIA GREEN, of the Town of Pelham, in the
Regional Municipality of Niagara,

HEREINAFTER CALLED "THE GRANTOR"
OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF PELHAM,

HEREINAFTER CALLED "THE GRANTEE"
OF THE SECOND PART

- AND -

PELHAM CREDIT UNION LIMITED,

HEREINAFTER CALLED "THE PARTY"
OF THE THIRD PART

WITNESSETH that in consideration of the sum of
One (\$1.00) Dollar 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 un-
interrupted and unobstructed rights and easement as set out in
Schedule "A", in, over, upon and under the lands described in
Schedule "B" hereto attached and to be appurtenant to the lands
of the grantee described in Schedule "C" attached hereto.

The party of the third part herein consents to
this easement and acknowledges that the said easement shall be
in priority to their interest in the property as described in
Schedule "B" hereto attached.

IN WITNESS WHEREOF the Corporation of the Town
of Pelham and the Pelham Credit Union Limited have hereunto
affixed their corporate seals duly attested to by the hands

of their proper officers in that behalf, and in WITNESS WHEREOF
the owner has hereunto set her hand and seal.

SIGNED, SEALED AND DELIVERED)

In the presence of)

A. Dell Mosero)

Rita Guen)

) THE CORPORATION OF THE TOWN
) OF PELHAM

) PER: E. J. Bergem Jensen)
) Mayor

) PER: Murray Hult)
) Clerk

) ~~THE~~ PELHAM CREDIT UNION LIMITED

) PER: Paul M. Hauser)
) PRES

) PER: J. Revel)
) SECRETARY

SCHEDULE "A"

In perpetuity to enter on and construct, repair, replace, operate and maintain, a watermain 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 the grantor 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 the grantor.
- (b) To indemnify and save the grantor harmless at all times from damages that may arise as a result of the installation, maintenance, repair, alteration or removal of the aforesaid watermain 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

SCHEDULE "A"

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all reasonable dispatch.

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 situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the County of Welland and being composed of part of Lot 5, according to registered Plan 35 for the former Village of Fonthill, said Plan 35 being now known as Plan 727, and premising at the south-easterly limit of said Lot 5 has an astronomic bearing of north 63 degrees, 45 minutes, 42 seconds east and relating all bearings herein thereto the said parcel may be more particularly described as follows:-

COMMENCING at the most southerly angle of said Lot 5;

THENCE north 63 degrees, 45 minutes, 42 seconds east along the south-easterly limit of said Lot 5, 186.33 feet to the south-easterly angle thereof;

THENCE north 0 degrees, 43 minutes, 30 seconds west along the easterly limit of said Lot 5, 14.71 feet to an angle therein;

THENCE north 1 degree, 01 minutes, 30 seconds west continuing along the easterly limit of said Lot 5, 115.74 feet to a point in a line drawn parallel to and distant north-westerly 10 feet measured perpendicularly from the north-westerly limit of Lot 6 according to Registered Plan 32 for the former Village of Fonthill, said Plan 32 being now known as Plan 724;

THENCE south 67 degrees, 38 minutes, 30 seconds west along said parallel line, 10.74 feet to its intersection with a line drawn parallel to and distant westerly 10 feet measured perpendicularly from the easterly limit of aforementioned Lot 5;

THENCE south 1 degree, 01 minutes, 30 seconds east along said last-mentioned parallel line, 111.80 feet to an angle therein;

THENCE south 0 degrees, 43 minutes, 30 seconds east continuing along said parallel line, 8.37 feet to its intersection with a

SCHEDULE "B"

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line drawn parallel to, and distant north-westerly 10 feet measured perpendicularly from the south-easterly limit of said Lot 5;

THENCE south 63 degrees, 45 minutes, 42 seconds west along said last-mentioned parallel line, 180.36 feet to its intersection with the south-westerly limit of said Lot 5, said limit being the arc of a curve to the right having a radius of 148.0 feet; THENCE south-easterly in the arc of said curve 10.01 feet to the point of commencement, said arc having a chord of 10.01 feet measured on a bearing of south 28 degrees, 10 minutes, 32 seconds east. _____

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 County of Welland and being composed of Damude Drive, according to registered Plan 35 for the former Village of Fonthill, said Plan 35 being now known as Plan 727.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **Antoinette Del Monaco**
of the **City of Welland**
in the **Regional Municipality of Niagara,**
Secretary

make oath and say:

footnote I am a subscribing witness to the attached instrument and I was present and saw it executed
at **Welland, Ontario** by **Patricia Green**

footnote I verily believe that each person whose signature I witnessed is the party of the same name referred
to in the instrument.

SWORN before me at the **City of Welland, in the**
Regional Municipality of Niagara,
this **26th** day of **January** 19 **81**

A. Del Monaco.

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
Expires June 15, 1983

Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him
and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next
clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ **PATRICIA GREEN,**
of the **Town of Pelham,**
in the **Regional Municipality of Niagara,**

attorney, footnote ~~(severally)~~ make oath and say: When I/~~WE~~ executed the attached instrument,

I WAS/~~WE WERE EACH~~ at least eighteen years old.

And within the meaning of section 1(f) of The Family Law Reform Act, 1978,

- (a) I WAS/~~WAS NOT~~ a spouse.
- (b) **Glynn R. Green** was my spouse.
- (c) We were spouses of one another.
- (d) This property was never owned or occupied by me as a matrimonial home.
- (e) I was a resident of Canada within the meaning of The Income Tax Act of Canada.

out applicable

of a matrimonial home, etc., footnote

ment of da, etc.

~~(SEVERALLY)~~ SWORN before me at the
City of Welland, in the Regional
Municipality of Niagara,
this **26th** day of **January** 19 **81**

Patricia Green

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

ANTOINETTE DEL MONACO, a Commissioner for taking

Affidavits, Province of Ontario for Gowan, Green, Fleury & Leon, Barristers and Solicitors. Where affidavit made by an attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status, applicable, name of other spouse) within the meaning of section 1(f) of The Family Law Reform Act, 1978 and when he/she executed the power of attorney, he/she had attained the age of majority". Expires April 13, 1981. Commission No. 78401.

** Note: See Section 42(3) of The Family Reform Act, 1978 where spouse does not join in or consent; or complete a separate affidavit.

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO PART LOT 5, PLAN 35, NOW PLAN 727, TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA.

AND IN THE MATTER OF AN EASEMENT

THEREOF, FROM PATRICIA GREEN

TO THE CORPORATION OF THE TOWN OF PELHAM

DATED DECEMBER , 19 80.

I, THOMAS A. BIELBY,

of the City of Welland in the Regional Municipality of Niagara,

MAKE OATH AND SAY AS FOLLOWS:

1. I am Solicitor for the Grantee 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

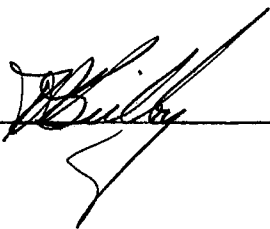
~~(a) The said Instrument, and the conveyance or other dealing with land affected thereby, do not contravene the provisions of The Planning Act, as amended, because the land affected thereby is exempt from the provisions of The Planning Act, as amended, by virtue of the fact that the land affected thereby is land owned by the Crown in right of the Province of Ontario.~~

(b) This is a transfer to a municipality and is therefore exempt under Section 29 (2) of The Planning Act.

SWORN before me

at the City of Welland,
in the Regional Municipality of Niagara,
this 23rd
day of March

1981.


A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

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

Delete if not applicable

State other reason if any

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Lot 5, Plan 35, now Plan 727, Town of Pelham, Regional Municipality of Niagara

BY (print names of all transferors in full) Patricia Green

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 City of Welland, 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 solicitor acting in this transaction for the transferee...
(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for...
(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...

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. 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:

Table with 4 columns: Description, Amount, Amount, Amount. Rows include: (a) Monies paid or to be paid in cash \$1.00, (b) Mortgages (i) Assumed \$nil, (c) Property transferred in exchange \$nil, (d) Securities transferred to the value of \$nil, (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$nil, (f) Other valuable consideration subject to land transfer tax \$nil, (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 \$nil, (i) Other consideration for transaction not included in (g) or (h) above \$nil, (j) TOTAL CONSIDERATION \$1.00

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 3rd day of March 1981

A Commissioner for-taking Affidavits, etc.

Signature of Thomas A. Bielby

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument Easement
B. (i) Address of property being conveyed (if available) Not Available
(ii) Assessment Roll # (if available) Not Available
C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6) Municipal Buildings, Front St
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 [X] Not Known []
E. Name(s) and address(es) of each transferee's solicitor THOMAS A. BIELBY, BROOKS, MACFARLANE, 76 Division Street, Welland, Ontario, L3B 5N9

For Land Registry Office use only
REGISTRATION NO.
LAND REGISTRY OFFICE NO.
REGISTRATION DATE

1. Introduction
2. Methodology
3. Results
4. Discussion
5. Conclusion