

AFFIDAVIT OF SUBSCRIBING WITNESS

Revised
March/78

I,

of the

in the Regional Municipality of Niagara

make oath and say:

*See footnote

I am a subscribing witness to the attached instrument and I was present and saw it executed at Welland, Ontario by EVERHARDUS G. MANS and MARGARET MANS

*See 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 day of November, 1981

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* 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

X / WE EVERHARDUS G. MANS and MARGARET MANS

of the Town of Pelham,

in the Regional Municipality of Niagara,

* If attorney,
see footnote

(severally) make oath and say:

When X / WE executed the attached instrument,

~~XXXX~~ / WE WERE EACH at least eighteen years old;

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

~~XXX XXXXXXXXXX XXXXXXXXXX~~

Strike out
inapplicable
clauses.

~~XXX~~

~~XXXXXXXXXX~~
~~was my spouse.~~

(c) We were spouses of one another.

** Not a
matrimonial
home, etc.,
see footnote.

We were residents of Canada within the meaning of the Income Tax Act of Canada.

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the City of Welland, in the Regional Municipality of Niagara

this day of November, 1981.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* Note: Where affidavit made by an attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status, and if 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".

** Note: See Section 42(2) of The Family Law Reform Act, 1978 where spouses does not join in or consent; or complete a separate affidavit.

THIS AGREEMENT made this 30th., day of
November, 1981.

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM
HEREINAFTER REFERRED TO AS THE "TOWN"

- AND -

EVERHARDUS G. MANS and MARGARET MANS
HEREINAFTER REFERRED TO AS THE "MANS"

WHEREAS the Town is the owner of the road allowance between Concession 9 and 10 of the Township of Pelham now in the Town of Pelham, known as Welland Street in accordance with Municipal Survey No. 780;

AND WHEREAS the Mans are the owners of property known municipally as 796 Welland Street in the Town of Pelham and being Parts of Lots 1 and 2 on the south side of Welland Street according to the Plan of the Village of Fenwick, being Registered Plan No. 16 for the Township of Pelham now in the Town of Pelham, more particularly shown in the plan of survey attached hereto;

AND WHEREAS the house located on the Mans' property encroaches over the road allowance of the Town to the extent of approximately 5.35 feet and more particularly shown on the plan of survey attached hereto;

AND WHEREAS the encroachment consists of a portion of the veranda attached to the house;

The Town has agreed that the encroachment may continue only in accordance with the terms of this agreement.

NOW THIS AGREEMENT WITNESSETH that the encroachment may continue but shall be deemed to be with the licence of

the Town to the intent that the Mans shall not acquire an easement therefor.

The Mans shall be allowed to maintain and repair the said encroachment as it exists as of the date of this agreement however they shall not be allowed to alter, enclose, renovate or change in any way the veranda as it encroaches on the Town's road allowance.

If that part of the veranda which encroaches upon the Town's road allowance is destroyed or substantially destroyed or demolished whether by fire or any other means, the encroachment shall cease to exist and the Mans hereby agree to abide by the planning and zoning regulations and by-laws enforced at the time, to maintain the buildings within the boundaries of their property.

This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties respectfully.

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF PELHAM has hereunto duly affixed its corporate seal attested by its proper signing officers in that behalf and the Mans have hereunto affixed their hands and seals.

SIGNED, SEALED AND DELIVERED)

In the presence of

THE CORPORATION OF THE TOWN OF
PELHAM

PER:

E. J. Bergerstein

PER:

Murray Harkitt

EVERHARDUS G. MANS

MARGARET MANS

BROOKS, MACFARLANE & BIELBY
BARRISTERS & SOLICITORS

GEOFFREY F. BROOKS, Q.C.
DUNCAN M. MACFARLANE, Q.C.
THOMAS A. BIELBY
JOHN M. PATUS

TELEPHONE
735-5684
384-9788
(AREA CODE 416)

P. O. BOX 67
76 DIVISION STREET
WELLAND, ONTARIO
L3B 5N9

December 10, 1981.

The Corporation of the
Town of Pelham,
43 South Pelham Street,
Fonthill, Ontario.
LOS 1EO.

Attention: Murray Hackett, Esq.

Dear Sir:

Re: Encroachment Agreement between
Mans and the Town of Pelham
796 Welland Street, Fenwick

Please be advised that the
solicitor for the Mans has approved the encroachment
agreement.

We now enclose the agreement
in duplicate. We would ask that the agreement be duly
executed and return same to us in order that we may
forward it to the solicitor for the Mans for execution.

We look forward to hearing
from you and remain,

Yours very truly,

BROOKS, MACFARLANE & BIELBY

PER:



TAB:bd

Encls.

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November, 1981.

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- AND -

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SIGNED, SEALED AND DELIVERED)

In the presence of

THE CORPORATION OF THE TOWN OF
PELHAM

PER:

E. J. Bergerstein

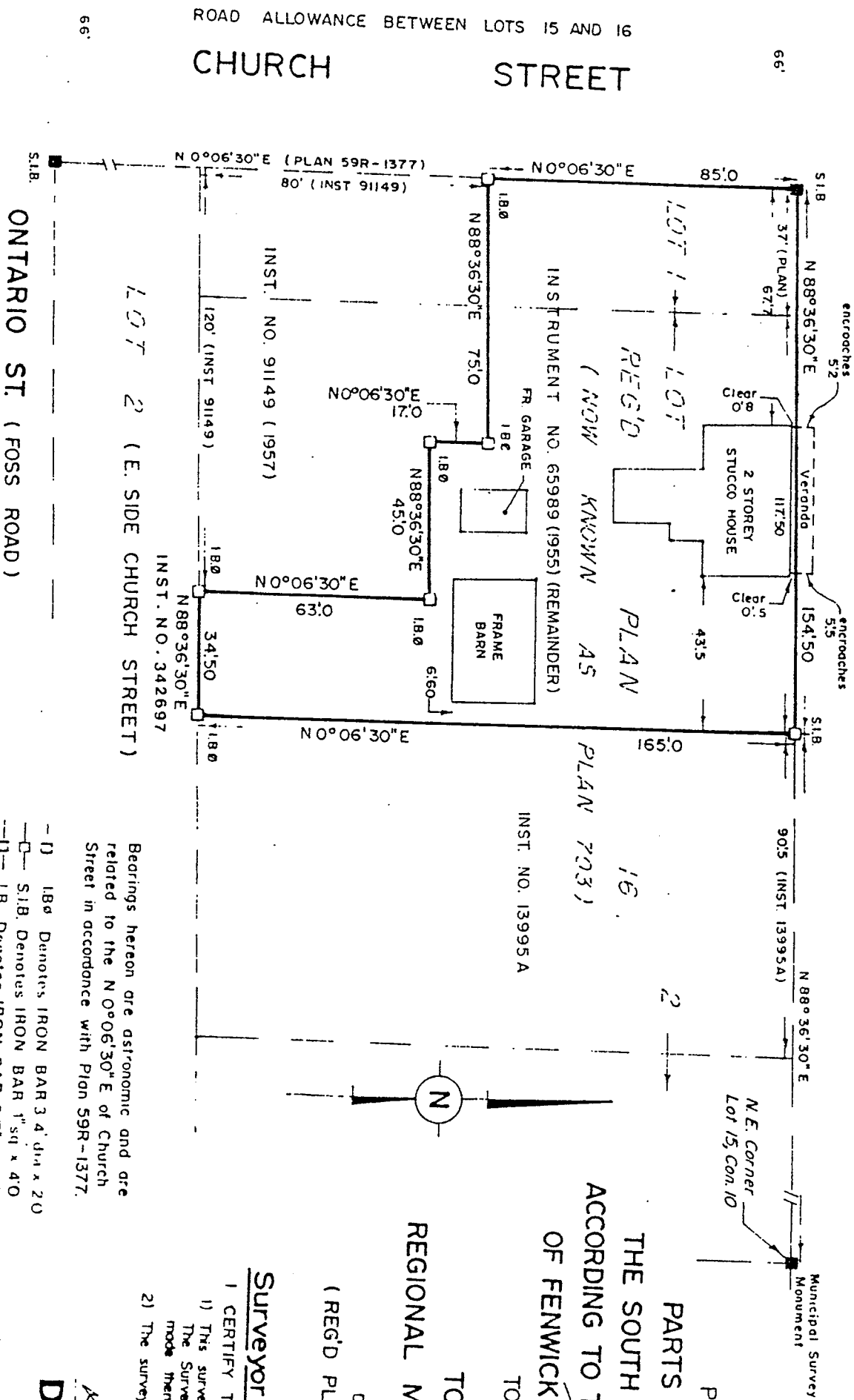
PER:

Murray Harkitt

EVERHARDUS G. MANS

MARGARET MANS

ROAD ALLOWANCE BETWEEN CON. 9 AND 10
WELLAND STREET
(IN ACCORDANCE WITH MUNICIPAL SURVEY NO. 780)



Surveyor's Certificate

- I CERTIFY THAT:
- 1) This survey and plan are correct and in accordance with The Survey's Act and The Registry Act and the regulations made thereunder
 - 2) The survey was completed on the 11 day of Nov., 1981

Douglas A. Lane
Douglas A. Lane

ONTARIO LAND SURVEYOR
FONTHILL, ONTARIO

