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1		(1) Registry X	lion Reform Acl, 19 Land Ti	v	Page 1 of 3	pages
	D206706	(3) Property	Block	Proper		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
······································		Identifier(s)				Additional: See Schedule
	na ann an Anna ann an t-t-t-t-t-bh	(4) Consideratio	n			
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		(э) Бевсприон	This is a: Prope Divisi		perty nsolidation	
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New Property Identifiers	- DEGISTRAR				y the Town of -8706, Townsh	2
-	Additional: See Schedule				ty of Durham	пр ог
Executions	<b>~</b> ·	-	-	-	-	
	Additional: See Schedule					
5) This (a) Redescription Document New Easement	(b) Schedule for		(7	) Interest/Estat	e Transferred	
Contains Rian/Sketotx		Additional Parties			ement	
8) Transferor(s) The transferor he	reby transfers the land to	the transferee a	nd certifies that the	transferor is at	least eighteen years	old and that
*	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • •		1		Data at 0 and
		• • • • • • • • • • • •	Signature(s)	fall		Date of Signature
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3) Spouse(s) of Transferor(s)   her	reby consent to this tran	saction				
Name(s) n/a			Signature(s)			Date of Signature Y M D
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0) Transferor(s) Address for Service 5 Br	rock Street Wes	t llybridge	Ontonio			
(1) Transferee(s)	OCK STIEET WES		, untario, l		•	Date of Birth
THE REGIONAL MUNICI	PALITY OF DURHA	M		Min	ana	Y M D
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· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • •	C. W. LUND	N, Clerk	J	•••••••••••••••••••••••••••••••••••••••
2) Transferee(s) Address for Service 605	Rossland Road E	ast. Whith	. Ontario	LIN 603		
(13) Transferor(s) The transferor					sfer does not contrav	vene section 49 of the
		ate of Signature M D				Date of Signature
Signature. Solicitor for Transferor(s) I have e to determine that this transfer does and belief, this transfer does not	explained the effect of services of the service of	tion 49 of the Plar	Signature nning Act, 1983 to th	e transferor and		of the transferor
Name and	contravene that section.	am an Ontario s	olicitor in good sta	inding.	ansieror, to the best	Date of Signature
Address of Solicitor			Signature,	•••••••		
(14) Solicitor for Transfere reveal no contraventio transfer does not contra solicitor in good stand						
		Flanning Act 1983	i act independenti	ly of the solicito	r for the transferor(s)	and I am an Ontario
성학표 Name and 작동일을 Address of 동일을 Solicitor						Date of Signature Y M D
Sole			Signature	• • • • • • • • • • •	•••••	,
5) Assessment Roll Number of Property	Cty. Mun. Map S	ub. Par.	not assigr	ned 🏱	Fees	and Tax
5) Municipal Address of Property		Cument Prepared	by:	ned onro ag	Registration Fee Land Transfer Tax	
t assigned	Regio	JAIN, Q. C. nal Solicit	tor,	С щ		NIC 17-
	The F 605 F	egional Mur ossland Roa	nicipality o ad East.	i Durhanı Ö		
	WHITB	Y, Ontario,	LIN 6A3	EFÖR (	Total	
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## Schedule

orm 5 --- Land Registration Reform Act, 1984

Раде 2.

## Additional Property Identifier(s) and/or Other Information

## ADDITIONAL COVENANTS

The Transferor hereby grants, transfers and conveys unto the Transferor, its successors and assigns the free, uninterrupted and unobstructed right and easement to construct, operate and maintain such sanitary sewer or sewers together with any and all appurtenances thereto as may be required from time to time on, in, across, under and through the lands described in Box 5 hereof;

TOGETHER with the right of the Transferee, its successors and assigns and its and their servants, agents, contractors and workmen with all necessary materials, equipment, machinery and vehicles to enter upon the said lands at all times and to pass and repass thereon for the purposes of installing, constructing, reconstructing, examining, altering, repairing, renewing or replacing and maintaining the said sanitary sewer or sewers or any part thereof whether or not any part to be so constructed, installed, repaired, renewed, altered, replaced or maintained is situate on the lands described in Box 5 hereof;

TO HAVE AND TO HOLD the said easement or right in the nature of an easement on, in, across, under and through the lands described in Box 5 hereof unto the Transferee, its successors and assigns for its and their sole and only use forever;

AND the Transferor for its successors and assigns covenants with the Transferee, its successors and assigns to keep the said lands described in Box 5 hereof free and clear of any buildings, or structures or obstructions; not to deposit on or remove any fill from the said lands, and not to do or suffer to be done any other thing which may or might injure or damage any of the works of the Transferee herein;

AND the Transferor covenants with the Transferee that it has the right to convey the said rights and easements to the Transferee, notwithstanding any act of the Transferor;

AND the Transferee shall have quiet possession of the said rights and easements, free from all encumbrances, save as aforesaid;

AND the Transferor covenants with the Transferee that it will execute such further assurances of the said rights and easements as may be requisite;

AND the Transferor releases to the Transferee all claims upon the estate herein conveyed for the rights granted by this Indenture.

AND the Transferee covenants and agrees with the Transferor that it will fill in all excavations and, as far as is practicable, restore the lands and premises to the condition existing prior to any entry thereon to exercise the rights hereby granted;

AND the Transferee further agrees to place a 50 mm (2 inch) lift of hot mix asphalt over the northerly 6.096 m (20 feet) of the easement.

IT IS UNDERSTOOD and agreed by and between the parties hereto that the burden of this indenture and of all the covenants herein contained shall run with the lands hereinbefore described and the benefit of this indenture and of all covenants contained herein shall run with all other lands and interests in land owned, occupied or used by the Transferee, its successors and assigns, for the purpose of operating and maintaining the said sanitary sewer or sewers and that this indenture shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns;

AND the Encumbrancer, Morgan Trust Company of Canada, to the extent of its interest in the land of the Transferor hereby consents to and agrees in the grant herein contained and for its successors and assigns, hereby subordinates and postpones all right, title and interest in the land herein to the Transferee and the rights and easements herein granted.

ADDITIONAL SIGNATORY (mortgagee)

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MORGAN TRUST COMPANY OF CANADA PER: Malage Authorized Signing Officer Carole Good - Vice-President PER Authorized Signing Officer

Frank Mersch - Vice-President

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Refer to all freshric flores         Form 1           op Reverse Side         Form 1	- Land Transfer Tax A	c	Teel is outdown o a limited Fourm NO, Buo (Amended Oct. 1, 1981)
AFFIDAVIT OF RESIDENC	E AND OF VALUE OF TH	<b>IE CONSIDERATI</b>	ON
IN THE MATTER OF THE CONVEYANCE OF (insertbinet description of the Township of Uxbridge (formerly Plan 40R-8706, Township of Uxbridge, BY (print names of all transferors in full)	Regional Municipality	of Durham	icipal Plan 83 and 4,
TO (see instruction 1 and print names of all transferrees in full) . THE	REGIONAL MUNICIPALITY		····
I, (see instruction 2 and print name(s) in full) TERENCE LEE	CLARKE	• • • • • • • • • • • • • • • • • • • •	
MAKE OATH AND SAY THAT:		••••••	•••••
<ol> <li>I am (place a clear mark within the square opposite that one of the l         <ul> <li>(a) A person in trust for whom the land conveyed in the</li> <li>(b) A trustee named in the above-described conveyance</li> <li>(c) A transferee named in the above-described convey</li> <li>(d) The authorized agent or solicitor acting in this transferee.</li> <li>The Regional Municipality.</li> </ul> </li> </ol>	e above-described conveyance is bein ce to whom the land is being conveyed ance; saction for (insert name(s) of principal(s)) . Of. Durham	g conveyed; j;	
(e) The President, Vice-President, Manager, Secretary,	Director, or Treasurer authorized to ac		ation(s))
<ul> <li>described in paragraph ( ) (insert behalf and on behalf of (insert name of spouse)</li></ul>	ragraph(s) (a), (b), (c) tonly one of paragraph (a), (b) or (c) above, a . (insert only one of paragraph (a), (b) or (c) and deposed to. ident corporation" and "non-resider land conveyed in the above-describe	above; (strike out references is applicable) and am making bove, as applicable) nt person'' set out respected conveyance is being co	g this affidavit on my own ctively in clauses 1 (1)(f) priveyed are non-resident
· · · · · · · · · · · · · · · · · · ·		• • • • • • • • • • • • • • • • • • • •	
<ul> <li>4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION <ul> <li>(a) Monies paid or to be paid in cash.</li> <li>(b) Mortgages (i) Assumed (show principal and interest to be credit) (ii) Given back to vendor.</li> <li>(c) Property transferred in exchange (detail below)</li> <li>(d) Securities transferred to the value of (detail below)</li> <li>(e) Liens, legacies, annuities and maintenance charges to a (f) Other valuable consideration subject to land transfer tage)</li> </ul> </li> </ul>	edited against purchase price)       \$         edited against purchase price)       \$         \$       \$         \$       \$         \$       \$         \$       \$         \$       \$         \$ which transfer is subject       \$	2.00 nil nil nil nil nil nil	ALL BLANKS MUST BE FILLED IN.
<ul> <li>(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODW LAND TRANSFER TAX (TOTAL OF (a) to (f))</li> <li>(h) VALUE OF ALL CHATTELS - items of tangible persona (Retail Sales Tax is payable on the value of all chattels unless exempt the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as ame</li> <li>(i) Other consideration for transaction not included in (g) of</li> </ul>	I property under inded)	2.00 s	2.00 INSERT "NIL" WHERE APPLICABLE.
(j) TOTAL CONSIDERATION		\$	2.00
6. If the consideration is nominal, is the land subject to an 7. Other remarks and explanations, if necessary $\dots$	y encumbrance?	n/a	······
SWORN before meat the Town of Whitby in the Regional Municipality of Durham this 24th	a	••••••	••••••
A Commissioner for taking Affidapits, etc.		TERENCE LEE CLA	
PROP	ERTY INFORMATION RECORD	TERENCÈ LEE CLA	
A Descrite a comont	in Stræt 1	• • • • • • • • • • • • • • • • • • • •	
<ul> <li>D. (i) Registration number for last conveyance of property being (ii) Legal description of property conveyed: Same as in D.(i)</li> <li>E. Name(s) and address(es) of each transferee's solicitor</li> <li>S.K. JAIN, Q. C.,</li> <li>Regional Solicitor,</li> <li>The Regional Municipality of Durham,</li> <li>605 Rossland Road East,</li> <li>WHITBY, Ontario, LIN 6A3</li> </ul>	ng conveyed (if available) not knc above. Yes No No Not Kn	wn	

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