

T-14296  
(1932)

(4)

# This Indenture

made (in duplicate) the 27th day of December one thousand nine hundred and seventy-three

in Pursuance of the Statute in Force of the Province of Alberta.

## Between

THE SAULT STE. MARIE BOARD OF EDUCATION,  
hereinafter called the "GRANTOR"  
OF THE FIRST PART

- and -

REYNOLD F. NYSE, of the City of Sault Ste. Marie, in the District of Alberta and  
BOSSA J. NYSE, his wife, of the same place,  
as joint tenants and not as tenants in common,  
hereinafter called the "GRANTEES"

OF THE SECOND PART

144296

Witnesseth that the Grantor of the first part of this Indenture do hereby grant unto the Grantees of the second part of this Indenture all that certain parcel or tract of land and premises situate, lying and being composed of Part of the West Half of Park Lot 1, Concession 1, Township of St. Mary, now in the City of Sault Ste. Marie, in the District of Alberta and described as Part 14, of I.S. Plan No. 1898.

Witnesseth that the Grantee of the second part of this Indenture do hereby acknowledge that the said Grantor of the first part of this Indenture has granted unto the Grantee of the second part of this Indenture all that certain parcel or tract of land and premises situate, lying and being composed of Part of the West Half of Park Lot 1, Concession 1, Township of St. Mary, now in the City of Sault Ste. Marie, in the District of Alberta and described as Part 14, of I.S. Plan No. 1898.

## Witnesseth

that in consideration of other good and valuable consideration and the sum of ONE (\$1.00)-----  
-----Dollars of lawful money of Canada, now paid

by the said Grantee to the said Grantor, the receipt whereof is hereby by it acknowledged, it the said Grantor with Grant wife said Grantee in fee simple as joint tenants and not as tenants in common All and singular to at certain parcel or tract of land and premises situate, lying and being composed of Part of the West Half of Park Lot 1, Concession 1, Township of St. Mary, now in the City of Sault Ste. Marie, in the District of Alberta and described as Part 14, of I.S. Plan No. 1898.

TO HAVE Aid TO HOLD unto the said Grantees their heirs and assigns to and for their and their sole and only use forever as joint tenants and not as tenants and not as tenants in common.

SUBJECT NEVERTHELESS to the reservations, limitations, provisions and conditions expressed in the original grant thereof from the Crown.

THE said Grantor Covenants with the said Grantees THAT it has the right to convey the said lands to the said Grantees notwithstanding any act of the said Grantor.

AND that the said Grantees shall have quiet possession of the said lands, free from all incumbrances.

AND the said Grantor Covenants with the said Grantees that it will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantees that it has done so act to incumber the said lands.

AND the said Grantor Releases to the said Grantees All its claims upon the said lands.

THE GRANTEE covenant with the Grantor that the lands herein conveyed will be preserved in their present <sup>or improved</sup> natural state as nearly as is possible with no buildings to be constructed thereon so that their primary use will be as a buffer area between Board of Education lands now situate to the west of the said buffer area, and residential properties now situate to the east of the said buffer area.

THE PARTIES hereto covenant and agree that the above covenant shall be deemed to be negative and shall run with the Land and be binding upon the owner, his heirs, successors and assigns.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED: THE SAULT STE. MARIE BOARD OF EDUCATION

In the presence of

per:

per:

as the signatures of  
RAYMOND F. HYDE and DONNA J.  
HYDE

RAYMOND F. HYDE

DONNA J. HYDE

I, **JOHN C. WALKER**

of the City of Sault Ste. Marie

in the District of Algoma

make oath and say:

I am a subscribing witness to the aforesaid instrument and I was present and saw it executed at Sault Ste. Marie, Ontario, by **RAYMOND F. HYDE and DONNA J. HYDE.**

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

SWORN before me at the City of Sault Ste.

*Handwritten signature*  
 Marie in the District of  
 Algoma, Ontario, this 10 day of February 1978  
 J.C. Walker

*Handwritten signature*

"When a party is unable to read or understand an instrument or when a party shall be unable, for such or other reasons, to sign the instrument, the instrument may be signed for such party by another party, who shall be a subscribing witness, provided that the person shall appear before the subscribing witness and shall be identified to the subscribing witness as the party of the name name referred to in the instrument."

Form No. 100

**AFFIDAVIT IN THE MATTER OF THE LAND TRANSFER TAX ACT**

PROVINCE OF ONTARIO I, **ALVIN THORNLEY VINESE**

District of Algoma of the City of Sault Ste. Marie,  
 in the District of Algoma

To Wit: named in the within (or annexed) transfer made oath and say:

- I am the Solicitor for the Grantor named in the within (or annexed) transfer.
- I have a personal knowledge of the facts stated in this affidavit.
- (1) The total consideration for this transaction has been allocated as follows:

(a) Land, building, fixtures and goodwill	\$ 500.00
(b) Chattels — items of tangible personal property (see note)	\$ nil
<b>TOTAL CONSIDERATION</b>	<b>\$ 500.00</b>

- (2) The legal consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Money paid in cash	\$ 500.00
(b) Property transferred in exchange (Detail Below)	\$ nil
(c) Securities transferred in value (Detail Below)	\$ nil
(d) Balance of existing encumbrances with interest owing at date of transfer	\$ nil
(e) Money secured for mortgage under this transaction	\$ nil
(f) Lites, taxes, penalties and maintenance charges to which transfer is subject	\$ nil
(g) Other (Detail Below)	\$ nil
<b>TOTAL CONSIDERATION (should agree with (1) last above)</b>	<b>\$ 500.00</b>

SEE  
 ATTACHED  
 SHEET

- If consideration is cash, is the transfer for natural love and affection? **N/A**
- If so, what is the relationship between Grantor and Grantee? **N/A**
- Other remarks and explanations, if necessary. **N/A**

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SWORN before me at the City of Sault Ste. Marie, in the District of Algoma

this 25<sup>th</sup> day of December 1978.

*Handwritten signature*  
 Notary

Notary Public for Ontario, in and for the District of Algoma, Ontario, this 25<sup>th</sup> day of December 1978.

"When a party is unable to read or understand an instrument or when a party shall be unable, for such or other reasons, to sign the instrument, the instrument may be signed for such party by another party, who shall be a subscribing witness, provided that the person shall appear before the subscribing witness and shall be identified to the subscribing witness as the party of the name name referred to in the instrument."