

LT 107969

CERTIFICATE OF RECEIPT
RECEIPT
NIAGARA SOUTH / NIAGARA FALLS

'95 12 13 14 51

[Signature]

REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 2 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

~~Notice of~~ By-law

(5) Consideration

Dollars \$

(6) Description

Parcel Plan-1, Section 59M-223
Lots 1-4 inclusive, Plan 59M-223
Town of Pelham
Regional Municipality of Niagara

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☒

(8) This Document provides as follows:

The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the land registered in the name of Kloetstra Construction Management Limited and hereby applies under Section 71 of the Land Titles Act for the entry of a ~~Notice of~~ By-law in the register for the said parcel.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM, BROOKS, BIELBY & SMITH
by its Solicitors

BROOKS, BIELBY & SMITH P.E.R. *[Signature]*

1995 12 13

(R. Bruce Smith)

(11) Address for Service

P. O. Box 400, Fonthill, Ontario, L0S 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

R. Bruce Smith
BROOKS, BIELBY & SMITH
Barristers and Solicitors
247 East Main Street
P. O. Box 67
Welland, Ontario
L3B 5N9

Fees and Tax

Registration Fee

Total

THE CORPORATION OF THE
T O W N O F P E L H A M

BY-LAW NO. 1768(1995)

Being a by-law to designate certain
lands not to be subject to part lot
control.

WHEREAS Subsection 7 of Section 50 of the Planning Act,
R.S.O. 1990, provides, in part, that the Council of a local
municipality may by by-law provide that subsection 5 of said
section does not apply to the land that is within such registered
plan or plans of subdivision or part or parts thereof as is or are
designated in the by-law and where the by-law is approved by the
Minister, subsection 5 ceases to apply to such land;

AND WHEREAS the approval of the Minister referred to was
delegated to The Regional Municipality of Niagara by Ontario
Regulation 476/83;

AND WHEREAS townhouse dwellings are proposed to be
erected on the land herein described;

AND WHEREAS Council of the Corporation of the Town of
Pelham deems it expedient to designate the said land herein
described not to be subject to part lot control as provided in the
said subsection 5;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN
OF PELHAM ENACTS AS FOLLOWS:

(1) THAT Subsection 5 of Section 50 of the Planning Act,
R.S.O. 1990, does not apply to Lots 1, 2, 3 and 4 on Registered
Plan 59M-223.

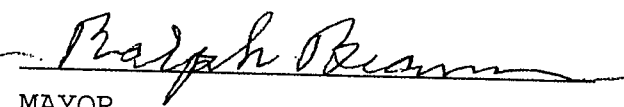
(2) THAT this by-law shall come into force and take effect
upon being passed by Council subject to the approval of the
Regional Municipality of Niagara.

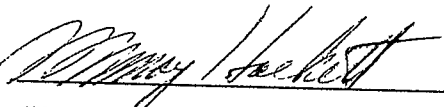
READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
4TH DAY OF DECEMBER, 1995 A.D.

APPROVED pursuant to Section 50(7) of
THE PLANNING ACT.

Dated this 8th day of December, 19 95.


.....
AUTHORIZED SIGNATURE
REGIONAL MUNICIPALITY OF NIAGARA


MAYOR


CLERK

TOWN OF PELHAM
CERTIFIED A TRUE COPY


DEPUTY CLERK

THIS AGREEMENT made this day of December, 1995

B E T W E E N:

KLOETSTRA CONSTRUCTION MANAGEMENT LIMITED

Hereinafter referred to as "KLOETSTRA"

- AND -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as "THE TOWN"

WHEREAS the Town and Kloetstra have entered into a Subdivision Agreement dated the 21st day of August, 1995 (the "Subdivision Agreement");

AND WHEREAS pursuant to clause 3(c) and Schedule "B" of the Subdivision Agreement Kloetstra is required to transfer to the Town an easement over Part of Lots 5 and 6, Plan 716, designated as Part 2 on Plan 59R-9336 (the "Easement") free and clear of all encumbrances.

AND WHEREAS Kloetstra has already obtained the Easement from the owner of the subject property and is prepared to transfer the Easement to the Town;

AND WHEREAS the Easement is subject to a mortgage (the "Mortgage") in favour of Iola Millard and Ernest Millard (the "Mortgagees") registered as Instrument No. 685010;

AND WHEREAS Kloetstra has attempted to get the Mortgagees to consent to the transfer of the Easement and to postpone the Mortgage to the Easement, but has been unsuccessful as of the date of this agreement;

AND WHEREAS Kloetstra has provided the Town with a letter of credit pursuant to clause 31 of the Subdivision Agreement (the "Letter of Credit");

AND WHEREAS Kloetstra has agreed that the Letter of Credit can be used as security for the obtaining of the Easement free and clear of all encumbrances satisfactory to the Town;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Kloetstra covenants and agrees to obtain or facilitate the postponement of the Mortgage to the Easement, or a discharge of the Mortgage or to otherwise provide the Easement free and clear of all encumbrances.

2. Kloetstra covenants and agrees that it will increase the Letter of Credit to an amount of \$150,000.00 and amend the Letter of Credit to permit the Town to draw on same pursuant to the terms and conditions of this agreement and that it will provide the Town with said amended Letter of Credit. Until such time as the Letter of Credit has been so amended, Kloetstra agrees to keep in the trust account of its solicitors, Sullivan, Mahoney, the sum of \$40,000.00. Kloetstra acknowledges that the Town shall not be obligated to register any documentation pursuant to the Subdivision Agreement until the firm of Sullivan, Mahoney has provided, in writing, their acknowledgment of this agreement, confirmation that the said monies are in their trust account and their agreement to release any amount or amounts to the Town on the same terms and conditions as contained in paragraph 4 of this agreement as if the Town was drawing on the Letter of Credit.

3. Kloetstra agrees that, notwithstanding anything contained in the Subdivision Agreement, Kloetstra shall be required to maintain the Letter of Credit until such time as its obligations pursuant to this agreement have been complied with in full and the Town shall not be obligated to permit the reduction of the Letter of Credit or release the Letter of Credit until such time as the Town is satisfied that the Easement is free and clear of all encumbrances. The Letter of Credit shall be automatically renewed from year to year as necessary in accordance with the renewal provisions contained in clause 31(c) of the Subdivision Agreement until such time as Kloetstra's obligations pursuant to this agreement have been complied with in full.

4. The parties hereto agree that, in addition to the terms and conditions contained in the Subdivision Agreement and until such time as Kloetstra's obligations pursuant to this agreement have been complied with in full, the Town shall be permitted to draw on the Letter of Credit if the Mortgagees take any action to foreclose or initiate power of sale proceedings or any action whatsoever to enforce the Mortgage and the Town is required to protect all its interest and right in the Easement, to avoid the Easement being extinguished, and to ensure that the Easement becomes free and clear of all encumbrances. In the event that the Town is required to draw on the Letter of Credit herein, it shall be entitled to draw any amount or amounts required including the payment of all outstanding amounts owed pursuant to the Mortgage, including principal and interest and in addition all legal fees and disbursements (on a solicitor and client basis) that are incurred by the Town or which the Town is required to pay.

5. The Town agrees that once it has been satisfied that the Easement is free and clear of all encumbrances then it shall permit the reduction of the Letter of Credit to the original amount as provided for in the Subdivision Agreement and further acknowledges that the original terms and conditions of

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement by affixing their corporate seals duly attested to by their proper officers in that regard.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN OF
)
)
)
PER: *R. Beamer*
)
Ralph Beamer - Mayor
)
)
PER: *Murray Hackett*
)
Murray Hackett - Clerk
)
)
)
KLOETSTRA CONSTRUCTION MANAGEMENT
)
LIMITED
)
)
PER: *P. Kloetstra*
)
Paul Kloetstra - President