



Document General

Form 4 — Land Registration Reform Act

(1) Registry ☐	Land Titles ☒	(2) Page 1 of 4	pages	Additional: See Schedule
(3) Property Identifier(s)	Block 64061-0259 (LT)	Property		
(4) Nature of Document Application to Register Court Order				
(5) Consideration nil				
(6) Description Parcel 160-1, Section 59 Thorold, Part of Lot 160 Town of Pelham, formerly Township of Thorold, designated as Part 1 on 59R-7786.				
Dollars \$ 0.00				
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☐ Additional Parties ☐ Other ☒		

**(8) This Document provides as follows:
See Order and Affidavit attached.**

Nevada Credit Union Limited hereby applies to have the order of Mr. Justice I.W. Quinn, dated November 12, 1997, of which a notarial copy is attached hereto in respect of the land registered Parcel 160-1 in the Register for P.I.N. 64061-0259 of the owner of charges 565871 and 604135.

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
	NIAGARA CREDIT UNION LIMITED (Chargee) by its solicitors Greenspan & Donegan	 PER: (William E. Donegan)	1999 01 13

[illegible]

(13) Address for Service		(14) Municipal Address of Property		(15) Document Prepared by:		FOR OFFICE USE ONLY		Fees and Tax	
		209 Highway #20 East Fonthill, Ontario L0S 1E6		R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street Welland, Ontario L3B 3X1				Registration Fee	
								Total	

Additional Property Identifier(s) and/or Other Information

A F F I D A V I T

I, WILLIAM E. DONEGAN, of the City of St. Catharines, in the Regional Municipality of Niagara, Solicitor, make oath and say as follows:

1. I am a partner in the law firm of Greenspan & Donegan, solicitors for the applicant, Niagara Credit Union Limited, and as such have knowledge of the matters hereinafter deposed to.
2. I verily believe that the attached judgment of Mr. Justice J. W. Quinn, dated November 12, 1997, is in full force and effect and has not been stayed.
3. The lands set out in the order relate to the land described in Box (6).

SWORN before me at the City of)
St. Catharines, in the Regional)
Municipality of Niagara, this 18th day)
of January, 1999.)



A COMMISSIONER, ETC.

Helen Barbara Backus, a Commissioner, etc.,
Regional Municipality of Niagara for
Greenspan & Donegan, Barristers and Solicitors.
Expires September 4, 1999.

CANADA) TO ALL WHOM THESE PRESENTS
)
PROVINCE OF ONTARIO) MAY COME, BE SEEN OR KNOWN
)
TO WIT:)

I, **WILLIAM E. DONEGAN**, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of St. Catharines, in the Regional Municipality of Niagara, in said Province,

DO CERTIFY AND ATTEST that the paper-writing annexed is a true copy of the Judgment of The Honourable Mr. Justice J. W. Quinn, dated Wednesday, November 12th, 1997, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail an occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my Notarial Seal of Office at the City of St. Catharines, in the Regional Municipality of Niagara, this 19th day of January, 1999.




WILLIAM E. DONEGAN

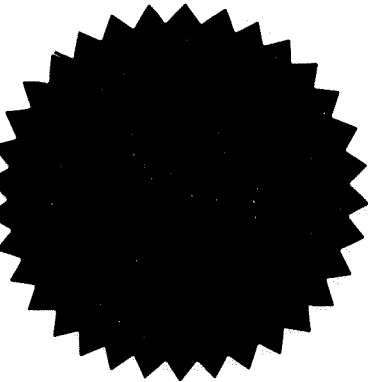
A Notary Public in and for the
Province of Ontario.

ONTARIO COURT (GENERAL DIVISION)

The Honourable *MR.*) *WED.* , the *12TH* day of
Justice *J.W. QUINN*)) November, 1997.

BETWEEN:

NIAGARA CREDIT UNION LIMITED



Plaintiff

- and -

TERENCE JOSEPH CONNOLLY

Defendant

JUDGMENT

THIS MOTION made by the Plaintiff for judgement pursuant to paragraph 1 (a) of the Statement of Claim was heard this day at 59 Church Street, St. Catharines, Ontario.

ON READING the Consent of the Defendant, filed,

1. IT IS ORDERED AND ADJUDGED that the defendant deliver to the Plaintiff possession of the land described as follows:

The whole of Parcel 160-1, Section 59 - Thorold, and being Part Lot 160 in the Township of Thorold, now in the Town of Pelham, in the Regional Municipality of Niagara, and designated as Part 1 on Reference Plan 59R-7786, (formerly Township of Thorold),

Entered at ST. CATHARINES
Inscrit à ST. CATHARINES
in BOOK No. <i>97</i>
au REGISTRE N° <i>4974</i>
as Document No.
comme Document N° <i>1100012 1997</i>
en / le <i>12.11.97</i>
By / Par <i>BMC</i>

[Signature]

THIS AGREEMENT made in triplicate this 2nd day of July, 1998 A.D.

BETWEEN:

NIAGARA CREDIT UNION LIMITED
Hereinafter called the "Owner"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
Hereinafter called the "Town"
OF THE SECOND PART

WHEREAS the Owner purports to be the mortgagee in possession of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of completing the 3 storey mixed use commercial/residential building in accordance with Schedules "B", "C", "D" and "E" attached hereto, being the site plan, landscape plan, basement floor plan and elevation plan, respectively, being drawing numbers C-1, L-1 and A-1 all dated revised October 1, 1997, and A-5 dated last revised September 1, 1994, respectively, filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said development subject to certain terms and conditions;

AND WHEREAS there is an existing site plan agreement between the Town and Terry Connolly dated the 8th day of March, 1988, and registered on title to the lands described in Schedule "A" (the "Connolly Site Plan Agreement");

AND WHEREAS the Town has agreed that the Connolly Site Plan Agreement is no longer applicable and is to be replaced by this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows: -

1. DEFINITIONS in this agreement: -

- (a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.
- (b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "DIRECTOR OF OPERATIONS" shall mean the Director of Operations of the Town of Pelham.

(d) "TREASURER" shall mean the Director of Financial Services of the Corporation of the Town of Pelham.

(e) "CHIEF BUILDING OFFICIAL" shall mean the Director of Building and Enforcement Services of the Corporation of the Town of Pelham.

(f) "PROFESSIONAL ENGINEER" shall mean a Professional Engineer registered with the Association of Professional Engineers.

(g) "PROFESSIONAL ARCHITECT" shall mean a Professional Architect registered with the Ontario Association of Architects.

(h) "FACILITIES AND WORKS" means and includes those facilities and works which are shown on or referred to in any one or more of the plans and drawings and schedules to this agreement.

2. The Owner agrees to develop and maintain the lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

3. (a) The Owner agrees to perform any and all construction and installation on the said lands in accordance with the terms and conditions contained herein and as shown on Schedules "B", "C", "D" and "E" attached hereto and forming part of this agreement to the reasonable satisfaction of the Town.

(b) And further, the Owner agrees not to perform any construction or installation on the said lands except in accordance with the terms and conditions contained herein and shown on said Schedules "B", "C", "D" and "E" attached hereto and forming part of this agreement and to the reasonable satisfaction of the Town.

4. STORM DRAINAGE FACILITIES:

(a) The Owner shall, at its own expense, construct a storm drainage system and outlet on the site to adequately serve the development proposed on the said lands, such construction to be in accordance with specifications and a design approved by the Director of Operations and filed in the Town's offices prior to the issuance of a building permit. The Owner further undertakes, at its own expense, to repair and forever maintain the storm drainage system located on the said lands.

(b) The Owner covenants and agrees that roof water drainage from all of the buildings located on the said lands shall not be directed, via eavestroughs and roof water leaders, directly to the underground storm drainage system but shall be directed away from the building and towards the storm drainage collection system.

- (c) The above noted stormwater management facility on the site shall be maintained in proper operating condition at all times.

5. SANITARY FACILITY:

- (a) The Owner shall, at its own expense, construct a sanitary sewer lateral on the said lands to adequately serve the proposed commercial/residential building, such construction to be in accordance with specifications and design approved by the Director of Operations and filed in the Town's offices prior to the issuance of a building permit.

6. HYDRO:

- (a) The Owner shall cause to be installed, at its own expense, an underground hydro system to serve the development, in accordance with the plans and specifications approved by Ontario Hydro.

7. GARBAGE DISPOSAL:

- (a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse in accordance with the requirements and to the satisfaction of the Town and in accordance with the Town's policy for all other developments of similar size and nature and in the event of failure to do so, the Town, its servants or agents shall have the right to enter on the said lands and, at the expense of the Owner, do such collection and disposal and further shall have the right to recover the costs thereof by action or in a like manner as municipal taxes.

8. FLOODLIGHTING:

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed as to deflect from adjacent buildings and streets.

9. PARKING AND DRIVEWAYS:

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, the paved asphalt parking areas capable of accommodating a minimum of 58 parking spaces for motor vehicles.

10. GRADING AND LANDSCAPING:

- (a) The Owner agrees to have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed grading plan for the site, said plans to clearly indicate the existing drainage pattern on all adjacent lands and provide for the direction of all surface drainage, including water from adjacent lands originally flowing through, into or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Operations. This grading plan shall be approved by the Director of Operations. This grading plan shall be approved by the Director of Operations prior to the execution of this agreement.

(b) The Owner agrees to submit a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule "B" to this agreement have been complied with.

(c) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the lands not required for building, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved site plan.

(d) Unless otherwise approved or required by the Town, the Owner agrees not to alter the grades of or remove trees or other vegetation from the said lands until such time as a building permit is issued for the construction of the buildings contemplated herein on the said lands.

11. WATER SUPPLY:

(a) The Owner shall, at its own expense, construct, install and forever maintain all necessary connections and all internal water supply services necessary to serve the commercial/residential building, such construction to be in accordance with the requirements of and with specifications and design approved by the Director of Operations and filed in the Town's offices prior to the issuance of a building permit.

(b) The Owner shall comply with the provisions of the Ontario Water Resources Act, and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.

12. BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the completion of the construction of the building on the lands described in Schedule "A" in accordance with Schedules "B", "C", "D" and "E" attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

13. ADMINISTRATIVE AND CONSULTING COSTS:

(a) The Owner shall pay the Town's costs in connection with this agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

14. DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this agreement the Owners will pay to the Town a deposit to guarantee their compliance with this agreement in the amount of 100% of the estimated value of the facilities and works required pursuant to this agreement (as such estimate is provided by the Owners and accepted by the Town); such estimated value being the sum of \$23,500.00 as set out in Schedule "F" attached hereto and forming part of this agreement.

(b) Such deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Treasurer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with any terms of this agreement.

(d) Upon completion of the facilities and works, a Professional Engineer, Architect or both shall confirm in writing that the approved plans appended hereto have been complied with. When notice has been received of such compliance the Chief Building Official shall confirm such compliance and such deposit, less any amounts expended to enforce compliance with this agreement and any amounts refunded or reduced as the work required by this agreement progresses, shall be returned to the Owner, without interest.

(e) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the works required herein to be completed.

(f) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the facilities and works pursuant to this agreement.

(g) The Owner agrees that all of the facilities and works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition.

15. GENERAL:

(a) The Owner shall maintain and keep in repair driveways and access servicing the buildings located in the development.

(b) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the said lands for the purpose of inspection of any facilities and works referred to in this agreement and for the purpose of the completion of any facilities and works in accordance with this clause and this agreement.

(c) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance or existence of any facilities and works done by the Owner, its contractors, servants or agents on the land described in Schedule "A" annexed hereto or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required facilities and works in accordance with this clause and this agreement.

16. The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

17. The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said lands and the burden of the covenants contained in this agreement shall be deemed to be negative and shall run with and be binding upon the lands described in said Schedule "A" to and for the Town, its successors and assigns.

18. The Owner agrees and consents to the registration of notice of this agreement against the said lands described in said Schedule "A" attached hereto.

19. This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this agreement or any negligence of any such person in the performance of the said obligation.

20. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the agreement or at the time of the execution of this agreement, whichever is applicable.

21. The Owner agrees that all plans shall be drawn by a Professional Architect or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the date and year first above written.

Signed, Sealed & Delivered

THE CORPORATION OF THE TOWN OF PELHAM

PER:


Mayor RALPH BROWN

PER:


Clerk MURRAY HACKETT
NIAGARA CREDIT UNION LIMITED

PER:


GEOFFREY F. CAUCHI CORPORATE COUNSEL - SECRETARY

PER:


SHERYL WHERRY
VICE-PRESIDENT, CREDIT
We have the authority to bind the Corporation

SCHEDULE " A "

LEGAL DESCRIPTION

The whole of Parcel 160-1, Section 59 - Thorold, and being Part Lot 160 in the Township of Thorold, now in the Town of Pelham, in the Regional Municipality of Niagara, and designated as Part 1 on Reference Plan 59R-7786, (formerly Township of Thorold).

SCHEDULE "B"

SITE PLAN

DATE MAY 1993		SHEET NO. 1	
PROJECT NO. 92-206		SHEET NO. 1	
SHEET NO. 1		SHEET NO. 1	
SITE PLAN			
MIXED USE			
RESIDENTIAL & COMMERCIAL BUILDING			
JOSEPH T. HA ENGINEERING INC.			
341 GERRARD STREET, ST. CATHARINES, ONTARIO L2M 3G3			
CONSULTING ENGINEERS			
THE DRAWING MUST NOT BE BOULED			
THESE DRAWINGS SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO THE PROJECT			
NO OTHER REUSE OR REPRODUCTION OF ANY KIND IS PERMITTED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER			
THIS DRAWING IS THE PROPERTY OF JOSEPH T. HA ENGINEERING INC. AND SHALL BE KEPT IN THE OFFICE OF THE ENGINEER			
NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JOSEPH T. HA ENGINEERING INC.			
ALL RIGHTS ARE RESERVED			
DATE MAY 1993			
SHEET NO. 1			
PROJECT NO. 92-206			
SHEET NO. 1			

APPROVED BY: [Signature]

DATE: MAY 17, 1993

FIGURE 1

1. Verify existing land use and zoning regulations and that all existing structures are in compliance with the applicable regulations.

2. Verify that the proposed building is in compliance with the applicable regulations.

3. Verify that the proposed building is in compliance with the applicable regulations.

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10. Verify that the proposed building is in compliance with the applicable regulations.

SITE PLAN
PART OF LOT 160
TOWNSHIP OF THOROLD
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

PROPOSED	EXISTING
1. 100' x 100' LOT	1. 100' x 100' LOT
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NOTES:

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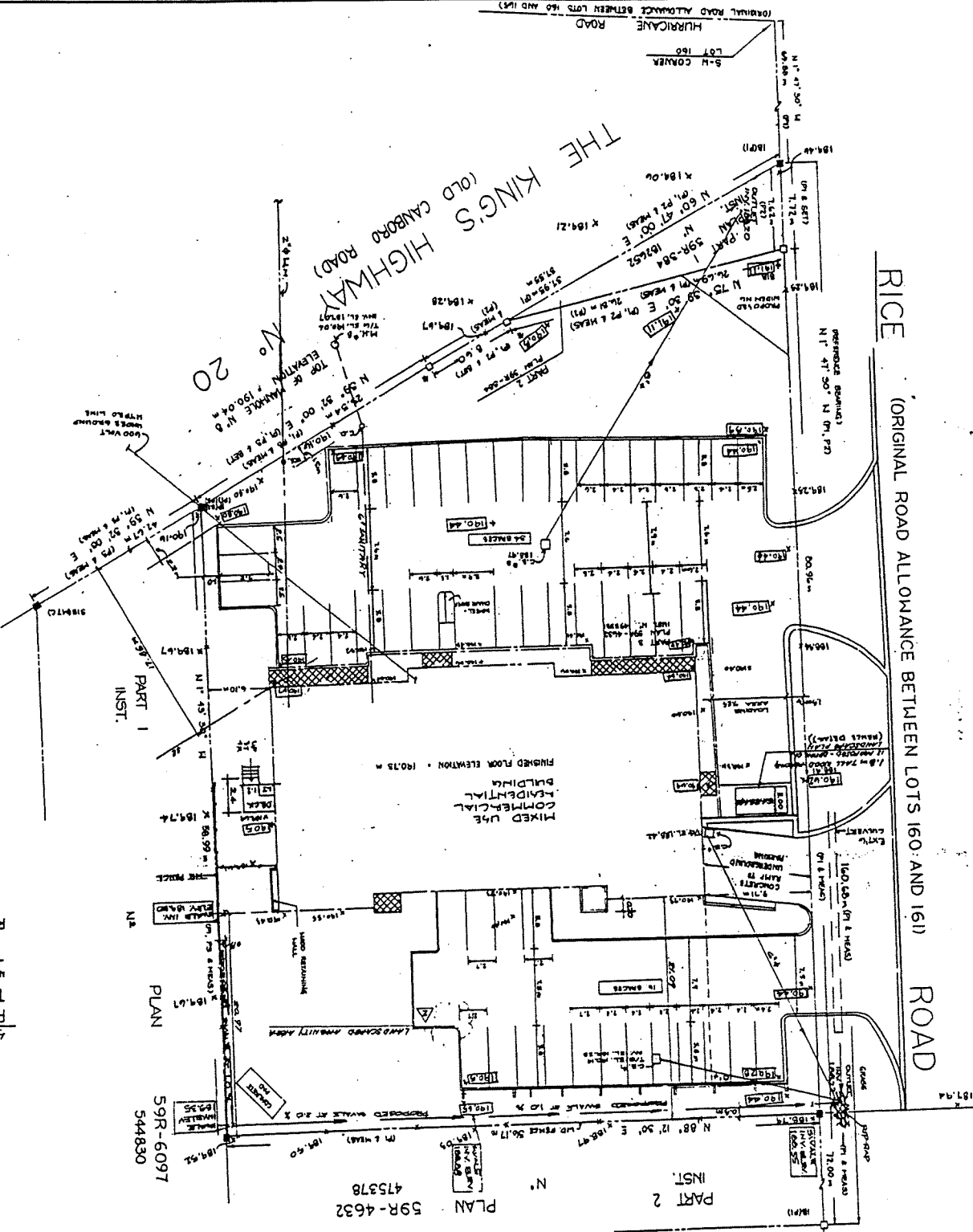
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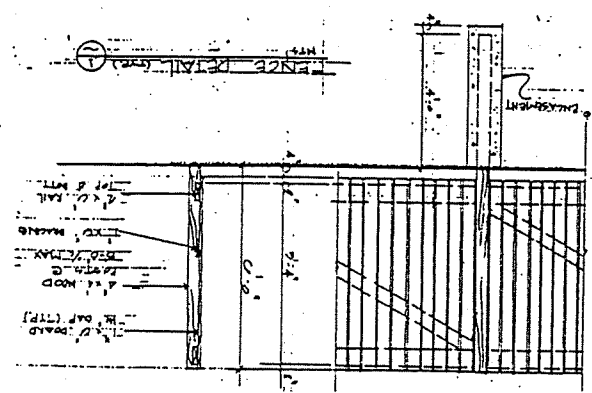
SCHEDULE "C"

LANDSCAPE PLAN

DATE	MAY 1993	
SCALE	1" = 200'	
BY	AMH	
CHECKED BY	AMH	
DATE	07-20-96	
PROJECT	LANDSCAPE PLAN	
CLIENT	JOSEPH T.K. HA ENGINEERING INC. CONSULTING ENGINEERS 341 DENISON STREET, ST. CATHARINES, ONTARIO L9N 2G8	
DESCRIPTION	THE GENERAL CONCEPTS SHALL BE BASED UPON THE INFORMATION PROVIDED BY THE CLIENT. THE LANDSCAPE DESIGN SHALL BE BASED UPON THE INFORMATION PROVIDED BY THE CLIENT. THE LANDSCAPE DESIGN SHALL BE BASED UPON THE INFORMATION PROVIDED BY THE CLIENT.	
REVISIONS		
NO.	DATE	DESCRIPTION
1	07-20-96	REVISIONS
2	07-20-96	REVISIONS
3	07-20-96	REVISIONS
4	07-20-96	REVISIONS
5	07-20-96	REVISIONS



I hereby certify that this proposed design will be completed within the time specified and that I am a duly Licensed Professional Engineer in the Province of Ontario.



PLAN SHOWING SURFACE FEATURES AND BUILDING LOCATION SURVEY OF PART OF LOT 160 TOWNSHIP OF THOROLD TOWN OF PELHAM REGIONAL MUNICIPALITY OF NIAGARA

PLANT LIST

- 1. PINUS NIGRA - AUSTRALIAN PINE 175 CM W.B.
- 2. PRUNUS CISTINA - PURPLE LEAF SAUCERBARK 80 CM POT
- 3. SPINUS BUNNELLII - AUSTRALIAN SPINUS 40 CM POT
- 4. JUVENIS HORTICULTURALIS - CORNUS ALBA 40 CM POT

NOTES

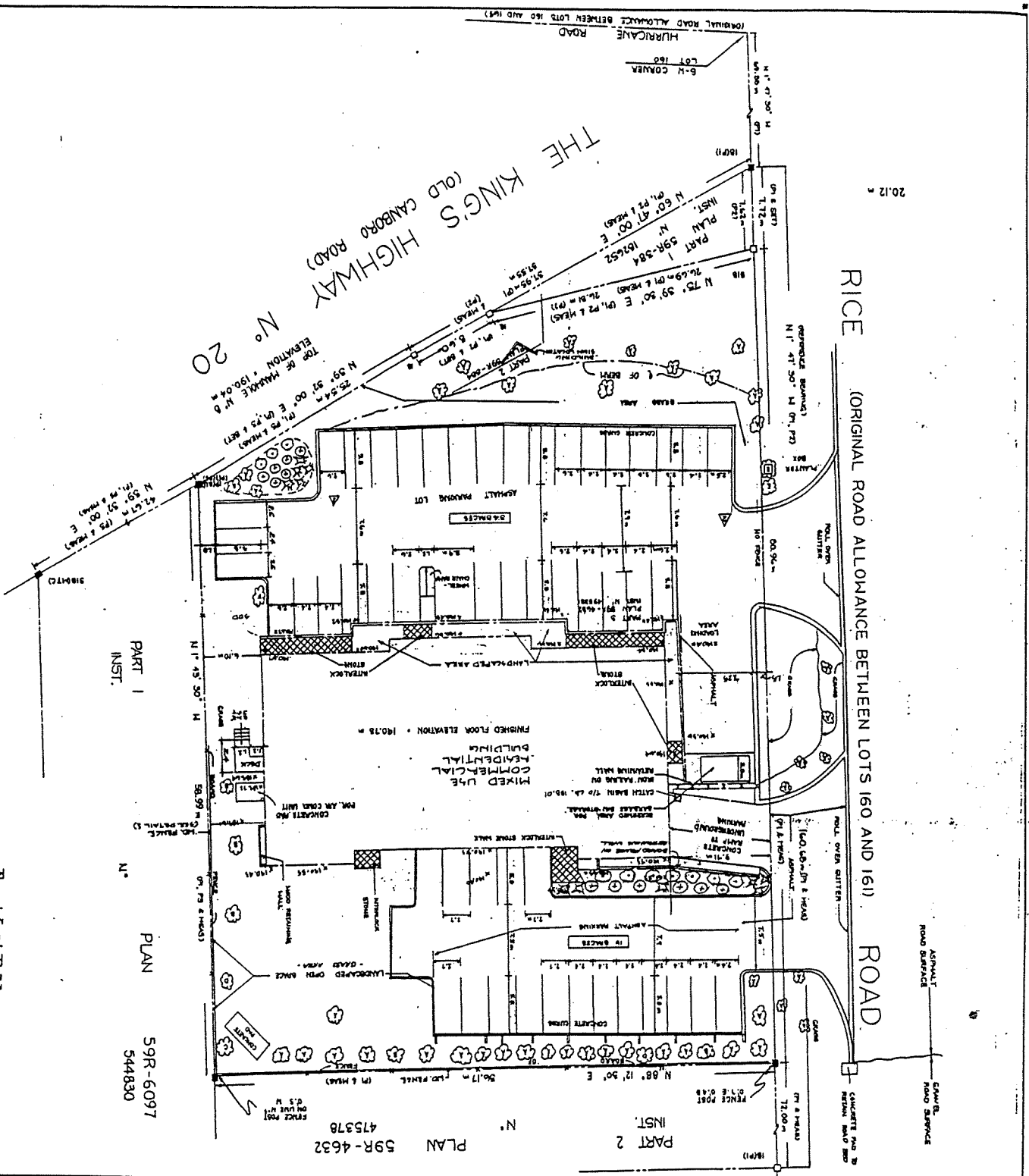
1. BUILDINGS ARE TO BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160. ALL BUILDINGS SHALL BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160.

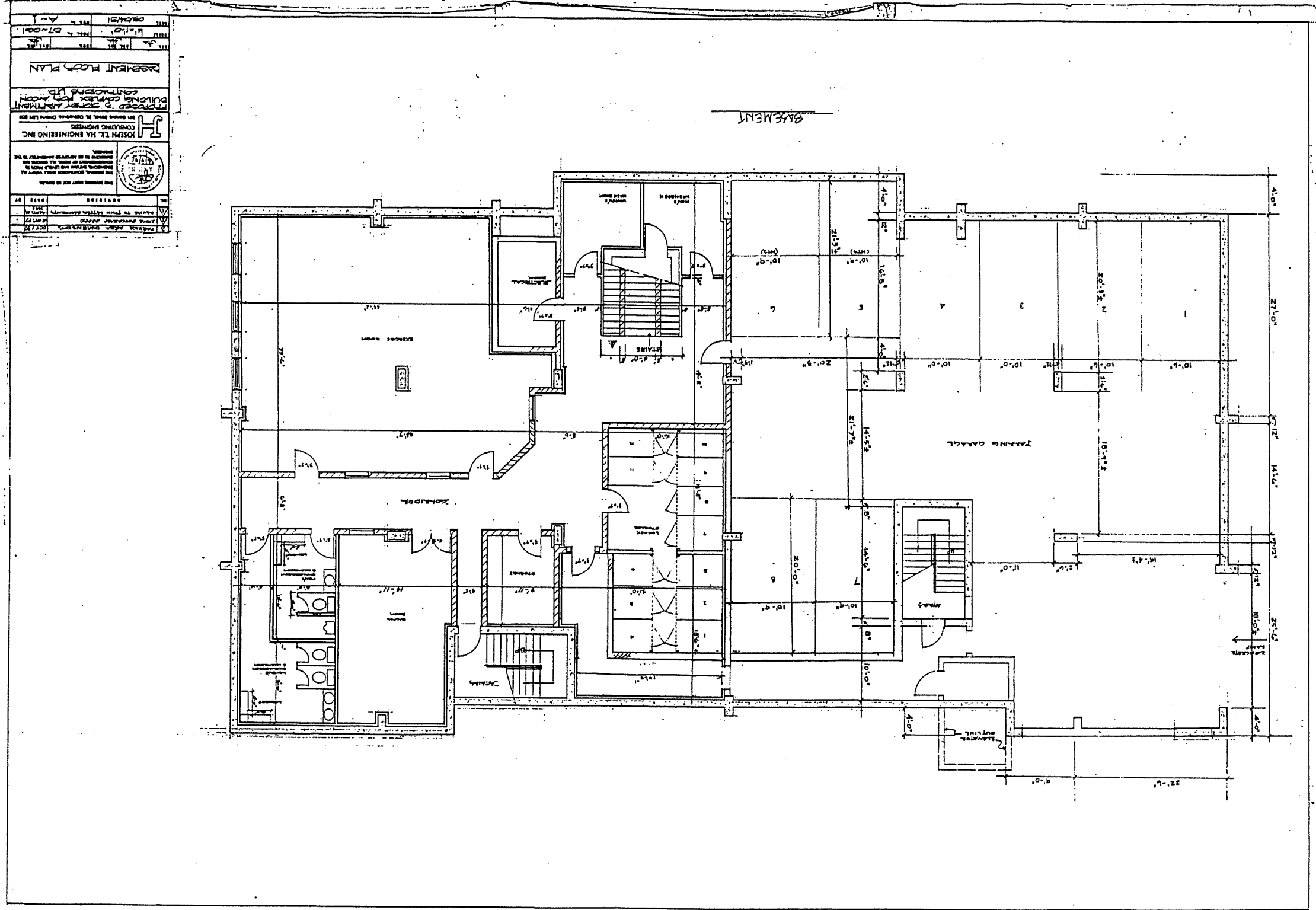
2. BUILDINGS ARE TO BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160. ALL BUILDINGS SHALL BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160.

3. BUILDINGS ARE TO BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160. ALL BUILDINGS SHALL BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160.

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5. BUILDINGS ARE TO BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160. ALL BUILDINGS SHALL BE CONSTRUCTED TO THE EASTERN BOUNDARY OF LOT 160.





SCHEDULE "E"

ELEVATION PLAN

DATE: 07-07-01		SHEET: 12	
PROJECT: 07-07-01		SHEET: 12	
ELEVATION			
BUILDING: 2 STORY APARTMENT			
CONTRACTOR: H. JOSEPH T.E. HA ENGINEERING INC.			
DESIGNER: H. JOSEPH T.E. HA ENGINEERING INC.			
DRAWN: H. JOSEPH T.E. HA ENGINEERING INC.			
CHECKED: H. JOSEPH T.E. HA ENGINEERING INC.			
APPROVED: H. JOSEPH T.E. HA ENGINEERING INC.			
SCALE: 1/8" = 1'-0"			
SHEET: 12			

