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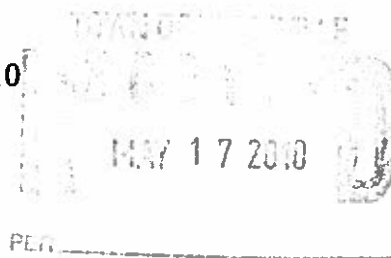
PEARSALL & MARSHALL LLP.

BARRISTERS & SOLICITORS
22 QUEENS AVENUE
LEAMINGTON, ONTARIO
N8H 3G8

ELVEY B. MARSHALL, B.A., LL.B.
DAVID G. SEATON, B.A., LL.B.
SPENCER L. PEARSALL, O.C., B.A., LL.B. (1921-2005)

Phone: 519-326-4415
Fax: 519-326-1844
e-mail – emarshall@elveymarshall.com

May 14, 2010



Corporation of the Town of Kingsville
2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

Attention: Ruth Orton-Pert

Dear Ms. Orton-Pert:

Re: 1552843 Ontario Ltd. – Seacliff Drive, Kingsville

Further to your correspondence dated May 5th, 2010, please enclosed please Notice registered on May 14th, 2010 as Instrument Number CE423660 with respect to the above-noted property.

Yours very truly,
PEARSALL & MARSHALL

Per: Elvey B. Marshall

EBM/db
Encl.

SCANNED
DATE: _____
SIGN:

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 75176 - 0149 LT
Description PART LOT 6 CON 1 EASTERN DIVISION GOSFIELD DESIGNATED AS PARTS 1 & 2
PL 12R23813; KINGSVILLE
Address SEACLIFF DRIVE
KINGSVILLE

Consideration

Consideration \$ 2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 1552843 ONTARIO LTD.
Address for Service P.O. Box 309
Ruthven, Ontario
N0P 2G0

I, Walter Branco, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)**Capacity****Share**

Name THE CORPORATION OF THE TOWN OF KINGSVILLE
Address for Service 2021 Division Road North
Kingsville, Ontario
N9Y 2Y9

This document is being authorized by a municipal corporation Nelson Santos, Mayor and Ruth Orton-Pert, Clerk.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Elvey Bernard Marshall	22 Queens Ave Leamington N8H 3G8	acting for Applicant(s)	Signed	2010 05 14
Tel 519-326-4415				
Fax 5193261844				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

E B MARSHALL LAW OFFICE	22 Queens Ave Leamington N8H 3G8	2010 05 14
Tel 519-326-4415		
Fax 5193261844		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

The applicant(s) hereby applies to the Land Registrar.

File Number

Applicant Client File Number : 10-0284

THIS AGREEMENT made as of this 26th day of April, 2010.

B E T W E E N:

**THE CORPORATION OF THE TOWN
OF KINGSVILLE**

(hereinafter called the "Town")

of the FIRST PART

-and-

**1552843 ONTARIO LTD. o/a
Noah Homes**

(hereinafter called "Noah Homes")

of the SECOND PART

WHEREAS Noah Homes has received permission from the Town to construct a contractor's office, shop and retail showroom on its property located on the North side of Seacliff Drive, described as Part Lot 6, Concession 1, E.D., Parts 1 and 2, 12R-23813;

AND WHEREAS in order to secure the Town's permission, Noah Homes made representations and gave assurances to the Town which the Town has relied upon;

AND WHEREAS Noah Home has agreed to construct a residence on the said property on which it will be constructing its office, shop and retail showroom within two (2) years from the date of this Agreement;

AND WHEREAS Noah Homes has represented that it is willing to enter into this Agreement to formalize its representations and assurances and to provide security to the Town to ensure that its representations and assurances are fulfilled within the time-frame set out herein;

NOW THEREFORE, for Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Noah Homes undertakes and agrees that it will construct a home for residential use and occupation by its officer, Walter Branco, in accordance with the Town's Zoning By-law within two (2) years from the date of this Agreement.
2. Noah Homes further undertakes and agrees that it shall cause this Agreement to be registered on title to the above described lands and that this Agreement shall be binding upon its successors in title.
3. Noah Homes agrees that it shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained. The parties agree that this Agreement may be pleaded as an estoppel against Noah Homes in any court proceeding.
4. Noah Homes acknowledges and agrees that it has either obtained independent legal advice before signing this Agreement or, alternatively, it has been given a reasonable opportunity to do so and has freely and knowingly chosen not to obtain independent legal advice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their duly authorized signing officers.

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**

Per: 
Nelson Santos, Mayor


Ruth Orton-Pert, Clerk

**1552843 ONTARIO LTD. o/a
Noah Homes**

Per: 
Walter Branco

I have authority to bind the Corporation.