

Province  
of  
Ontario

# Document General

Form 4 — Land Registration Reform Act, 1984

D

By law file

|                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                           |  |                                                                                                                                                 |  |                                                         |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------|--|
| FOR OFFICE USE ONLY                                                                                                                                                                                                                                                                                                                                                                     |  | New Property Identifiers                                                  |  | Additional:<br>See<br>Schedule                                                                                                                  |  | <input type="checkbox"/>                                |  |
| 483722                                                                                                                                                                                                                                                                                                                                                                                  |  | 86 OCT 10 P3:01                                                           |  | NIAGARA SOUTH<br>NO. 59                                                                                                                         |  | <input type="checkbox"/>                                |  |
| CERTIFICATE OF REGISTRATION                                                                                                                                                                                                                                                                                                                                                             |  | LAND REGISTRAR                                                            |  | WELLAND                                                                                                                                         |  | <input type="checkbox"/>                                |  |
| NUMBER                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                           |  |                                                                                                                                                 |  |                                                         |  |
| Executions                                                                                                                                                                                                                                                                                                                                                                              |  | Additional:<br>See<br>Schedule                                            |  | Additional:<br>See<br>Schedule                                                                                                                  |  | <input type="checkbox"/>                                |  |
| (1) Registry <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                        |  | Land Titles <input type="checkbox"/>                                      |  | (2) Page 1 of 9 pages                                                                                                                           |  |                                                         |  |
| (3) Property Identifier(s)<br><u>Part of 14 Conc 7 Pelham</u>                                                                                                                                                                                                                                                                                                                           |  | Block                                                                     |  | Property                                                                                                                                        |  | Additional:<br>See<br>Schedule <input type="checkbox"/> |  |
| (4) Nature of Document<br>Site Plan Agreement                                                                                                                                                                                                                                                                                                                                           |  |                                                                           |  |                                                                                                                                                 |  |                                                         |  |
| (5) Consideration                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                           |  |                                                                                                                                                 |  |                                                         |  |
| (6) Description<br><u>Part 14 Conc 7 Township of Pelham</u><br>All and singular that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara and being comprised of Part 1 as shown on a plan deposited in the Land Registry Office for the Registry Division of Niagara South (No. 59) as Plan 59R-5017. |  |                                                                           |  | Dollars \$                                                                                                                                      |  |                                                         |  |
| (7) This Document Contains:                                                                                                                                                                                                                                                                                                                                                             |  | (a) Redescription<br>New Easement<br>Plan/Sketch <input type="checkbox"/> |  | (b) Schedule for:<br>Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> |  |                                                         |  |

(8) This Document provides as follows:

Being a Site Plan Agreement between William Alsop and Elsie Alsop and the Corporation of the Town of Pelham with regard to erection of greenhouses at the intersection of Tice Road and Balfour Street

Continued on Schedule ☒

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

|                                                         |                                     |                            |
|---------------------------------------------------------|-------------------------------------|----------------------------|
| (10) Party(ies) (Set out Status or Interest)<br>Name(s) | Signature(s)                        | Date of Signature<br>Y M D |
| .....THE CORPORATION OF THE TOWN OF PELHAM              | <u>E.C. Wagg</u>                    | 1986 10 10                 |
| .....the Town                                           | E.C. Wagg, A.M.C.T.<br>Deputy-Clerk |                            |
| .....                                                   |                                     |                            |
| .....                                                   |                                     |                            |

|                                                         |                                                                |                            |
|---------------------------------------------------------|----------------------------------------------------------------|----------------------------|
| (11) Address<br>for Service                             | 20 Pelham Town Square, P.O. Box 400, Fonthill, Ontario L0S 1E0 |                            |
| (12) Party(ies) (Set out Status or Interest)<br>Name(s) | Signature(s)                                                   | Date of Signature<br>Y M D |
| .....ALSOP, William                                     |                                                                |                            |
| .....ALSOP, Elsie                                       |                                                                |                            |
| .....Owners                                             |                                                                |                            |

|                                                        |                                                                                                                      |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| (13) Address<br>for Service                            | 1560 Balfour Street, R.R.#3, Fenwick, Ontario, L0S 1C0                                                               |
| (14) Municipal Address of Property                     | (15) Document Prepared by:                                                                                           |
| 700 Tice Road<br>R.R.#3<br>FENWICK, Ontario<br>L0S 1C0 | E.C. Wagg, A.M.C.T. Deputy Clerk<br>Town of Pelham<br>20 Pelham Town Square, Box 400<br>FONTHILL, Ontario<br>L0S 1E0 |
| FOR OFFICE USE ONLY                                    |                                                                                                                      |
| Fees and Tax                                           |                                                                                                                      |
| Registration Fee                                       | 17.00                                                                                                                |
|                                                        |                                                                                                                      |
|                                                        |                                                                                                                      |
|                                                        |                                                                                                                      |
| Total                                                  |                                                                                                                      |



# Document General

## IMPORTANT NOTICE

- I It is a serious offence under the Criminal Code to make a false statement in this document.
- II This document should be registered or deposited in the proper Land Registry Office.
- III When registered or deposited, this document is the property of the Land Registry Office.

## INSTRUCTIONS FOR COMPLETION

- (1) Registry/Land Titles — Mark "x" in the appropriate box.
- (2) Pages — Enter total number of pages of document, including this form.
- (3) Property Identification(s) — If identifier(s) has/have been assigned by the Land Registry Office, insert a maximum of two here. If the land affected by this document has more than two identifiers, enter two here and mark the "Additional See Schedule" box with an "x" and attach schedule with remaining identifier(s). If document is to be a General Registration, enter "G.R."
- (4) Nature of Document — Enter brief description (e.g. Deposit, By-law, Notice of Lease, Construction Lien etc.)
- (5) Consideration — Enter consideration if any in both words and numbers.
- (6) Description — Begin with parcel and section (Land Titles), part, lot or unit on plan or concession lot (e.g. Unit 13, Level 13, York Condominium Plan No. 25 or Part Lot 6, Concession 6). Include also the township, municipality etc. If a metes and bounds description is required, mark "x" in box 7(b) and attach schedule with full description. For condominium properties, include a reference to the Land Registry Office in which the plan is registered. A description is not necessary if the document is to be a general registration only. If document divides an existing property, enter "Property Division" beside the title "Description". If the property described is to be consolidated with an adjoining property, enter "Consolidation" beside the title "Description" and attach schedule with the existing description of the adjoining property and its identification (i.e. Property Number, Plan, new bearing under section 77 of the Registry Act, parcel and section for Land Titles properties) and the proposed description for the consolidated property.
- (7) This Document Contains — Mark either box (a) or (b) with an "x" as required.

### (8) This document provides as follows — Complete document by:

- a) attaching an executed document (e.g. lease) as a schedule; or
  - b) inserting text to specify provided where additional space is required, mark the "Continued on Schedule" box with an "x" and attach a schedule.
- NOTE: Names prescribed under other Acts must be attached to the form as a schedule, or be set out in the space provided if sufficient and if not, by continuation on a schedule.

### (9) This Document relates to instrument number(s) — If this document relates to previous instruments, enter the instrument number(s) and the instrument type(s) here.

- (10) Parties — For natural persons, enter names of parties with last name first, in capitals, followed by the first and at least one middle name. Where possible, enter each party on a separate line. If a corporation, enter entire name in capitals. Describe the nature of interest of each party to the document (e.g. plaintiff, applicant, registered owner, then claimant, etc.) If there is only one party, mark box 10 only. If the document has the effect of transferring or charging land, for natural persons, at least one of the following statements regarding compliance with the Family Law Reform Act must be entered by the transferor or chargor:
  - (1) I am a spouse of one another.
  - (2) The person consenting below is my spouse.
  - (3) I am/am not a spouse.
  - (4) The property transferred/charged has never been occupied by me and my spouse as our matrimonial home.
  - (5) The property is not described under section 41 of the Family Law Reform Act and there is an instrument designating another property as our matrimonial home which has been registered and has not been cancelled.
  - (6) My spouse has released all rights under Part III of the Family Law Reform Act by a separation agreement.
  - (7) This transaction is authorized by court order under section 44 of the Family Law Reform Act registered as instrument no. insert no. which has not been stayed.
  - (8) A court order has been made releasing the property as a matrimonial home registered as instrument no. insert no. which has not been stayed. The birth date of each party who is a natural person and a transferee is required. If space is insufficient, mark "x" in box 7(b) and attach a schedule. If the property is all or part of the document, the proper parties must execute the form. For corporate parties, the name of the corporation in capitals, must be set out as well as the name of the person authorized to sign on behalf of the corporation. If the corporation has not used a seal, add "I/we have authority to bind the corporation". If a document (e.g. lease) is attached to this form, the parties must sign the document and the form must be signed by one party or a solicitor or agent on behalf of one of the parties. A solicitor or agent must be identified as such.

- (11) Address for Service — Enter full address including postal code.
- (12)

- (13) Municipal Address of Property — Enter full municipal address of property. State as follows: street number, suffix (e.g. "A" as in "Ave"), street name and type (apt., suite, etc.), unit number, municipality, postal code. If property dealt with has more than one municipal address, enter "MULTIPLE". Information entered does NOT affect the validity of this document.

- (14) Document Prepared by — Enter name and address including postal code.

|                        |                    |
|------------------------|--------------------|
| This document has been |                    |
| Properly Received      | Verified/Certified |
| As directed            | Timed              |
| FOR OFFICE USE ONLY    |                    |

Duplicate for: E.C. Wagg, A.M.C.T.  
Deputy Clerk  
Name and Address  
20 Pelham Town Square, Box 400  
FONTHILL, Ontario, L0S 1E0

FOR OFFICE  
USE ONLY

THIS AGREEMENT made in triplicate this 6th day of October ,  
1986 A.D.

BETWEEN:

WILLIAM ALSOP & ELSIE ALSOP,  
Hereinafter called the "Owner"  
OF THE FIRST PART

- and -

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

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) "TOWN ENGINEERS" shall mean the Engineers of the Corporation of the Town of Pelham.
- (d) "TREASURER" shall mean the Treasurer of the Corporation of the Town of Pelham.

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

AND WHEREAS the Owner is desirous of constructing greenhouses and related facilities in accordance with Schedule "B" attached hereto, being site plans filed in the Office of the Town;

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

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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) The Owner agrees to use the lands only in accordance with the terms and conditions contained herein and for no other purpose.

(2) 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 Schedule "B" attached hereto and forming part of this agreement to the reasonable satisfaction of the Town.

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 Schedule "B" attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.

(3) STORM DRAINAGE:

(a) The Owner shall, at its own expense, carry out storm drainage works on the lands described in Schedule "A". These storm drainage works are to adequately disperse storm water from the development into the existing municipal storm drains or natural watercourses to the satisfaction of the Town and the Niagara Peninsula Conservation Authority and the Owner undertakes to repair and maintain the storm drainage works located on the lands described in Schedule "A" as may be required from time to time.

(4) SANITARY SEWAGE DISPOSAL:

(a) The Owner shall, at its own expense, construct a sanitary waste disposal system within the development to adequately serve the business and buildings located thereon, such construction to be inspected and approved by the Health Services Department of the Regional Municipality of Niagara. The Owner further undertakes to repair and maintain the sanitary waste disposal system located on the lands described in Schedule "A".

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(5) HYDRO:

(a) The Owner shall, at its own expense, install electric service all of which installation shall be subject to the approval of Ontario Hydro, and shall comply with all requirements of Ontario Hydro respecting the installation of necessary power line services to the buildings as described in Schedule "B".

(6) PARKING:

(a) The Owner shall provide and all times maintain on the said lands, parking areas as shown on Schedule "B" to this Agreement.

(b) The Owner shall, at its own expense, and from time to time, construct and maintain driveways as shown on Schedule "B" to this Agreement. All entrances shall be approved by the Public Works Department of the Town.

(7) GRADING AND LANDSCAPING:

(a) The Owner shall, at its own expense, grade all lands not required for building or parking in accordance with the requirements of the Town and in such a manner so as to prevent ponding on the said lands and on lands adjacent thereto.

(b) The Owner shall, at its own expense, carry out the landscaping requirements as shown on Schedule "B" to this Agreement to the reasonable satisfaction of the Town. Said landscaping to include, but not be limited to, the evergreen planting screen along the south side of Tice Road to shield the view of the greenhouses from Tice Road.

(8) WATER:

(a) The Owner, at its own expense, shall construct and install all internal water supply services necessary to serve the development.

(9) EXHAUST FANS:

The Owner agrees that all exhaust fans for the greenhouse operation shall be located on the south ends of the greenhouses and directed away from the existing development on Tice Road.

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(10) REFUSE:

(a) The Owner agrees that any refuse container that is to be located on the said lands shall, if deemed necessary by the Town, be screened in an area specifically for that purpose.

(11) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the lands described in Schedule "A" in accordance with Schedule "B" attached hereto to permit the greenhouses and accessory buildings provided that all such uses shall comply with all building and zoning requirements of the Town.

(12) (a) In the event of the failure by the Owner in the opinion of the Town Engineers or its agent exercising reasonable engineering practices to carry out any provisions of this Agreement, then the Town, its servants or agents, may notify the Owner or its agent in writing of the nature of the failure.

(b) If such default or failure is not remedied within fifteen (15) days of such notice, then the Town shall have full authority, power and right to enter upon the said lands, to employ such workmen, and to use such equipment and machinery as is deemed necessary to complete and perform the work required to remedy the failure or default. In case of emergency or public safety, such work may be done without prior notice, but the Owner shall be notified forthwith thereafter.

(c) The cost of such work shall be calculated by the Town Engineers or authorized agent whose decision shall be final. The cost of such work shall be at the expense of the Owner and may be recovered in like manner as taxes.

(d) 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 work referred to in this Agreement and for the purpose of the completion of any works in accordance with this clause and this Agreement.

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(e) 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 of, or existence of any work done by the Owner, its contractors, servants or agents on the land described in said 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 works in accordance with this clause and this Agreement.

(13) 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.

(14) 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.

(15) The Owner agrees and consents to the registration of notice of this Agreement against the said lands described in said Schedule "A" attached hereto.

(16) The Owner agrees that it shall, upon the sale or transfer by it of the said lands or any part or parts thereof, require the purchaser or transferee thereof, as a condition of such sale or transfer, to execute an agreement satisfactory in form to the Town Solicitor, agreeing to assume this Agreement and be bound by and to fulfill the terms, conditions and covenants herein set forth and containing a like covenant to this effect. The said assumption agreement shall be executed by the Town, the said Owner and any such purchaser or transferee and any mortgagee.

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(17) 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.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals duly attested to by the proper officers in that behalf.

SIGNED, SEALED & DELIVERED

- In The Presence Of -

( THE CORPORATION OF THE TOWN OF

( PELHAM

(

( MAYOR

(

( CLERK

(

( WILLIAM ALSOP & ELSIE ALSOP

(

*Henry Muellette*

*William J. Alsop*

( WILLIAM ALSOP

(

*Henry Muellette*

*Elsie Alsop*

( ELSIE ALSOP

(

(

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## SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara and being comprised of Part 1 as shown on a plan deposited in the Land Registry Office for the Registry Division of Niagara South (No. 59) as Plan 59R-5017.

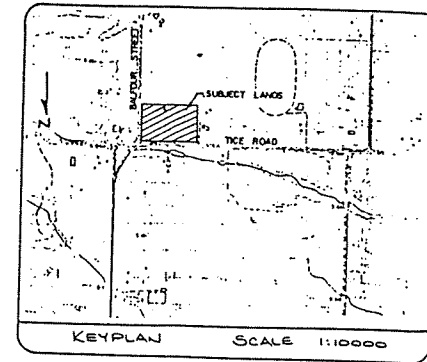
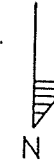
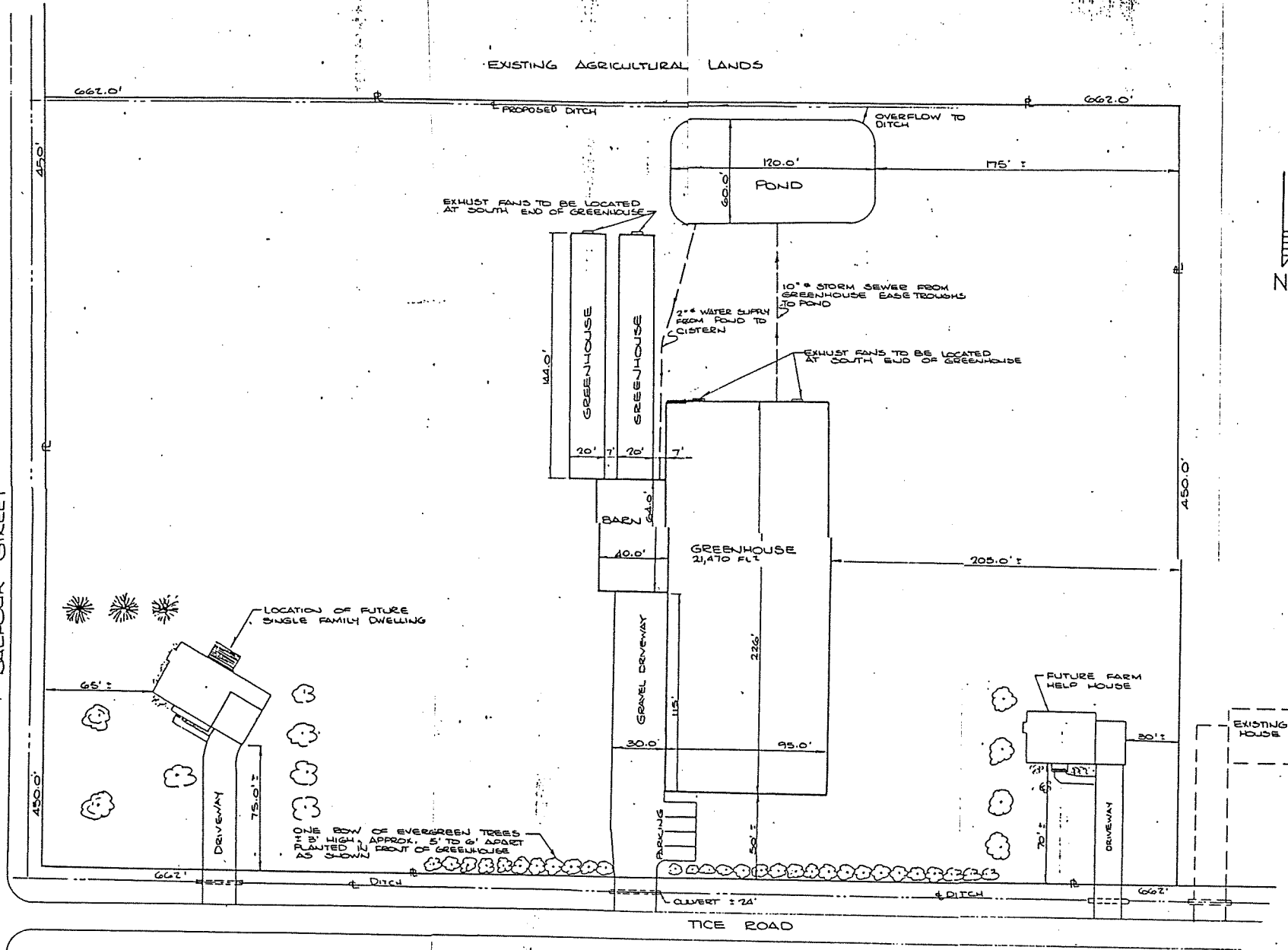


#9

SCHEDULE

W.B.

BALFOUR STREET



SITE PLAN

PART LOT 14 PART I CONCESSION VII (7) TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA.

OWNER

FRANK & PIA GROENEVELD

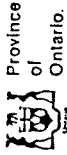
BUILDING COVERAGE

TOTAL AREA OF LAND 16.5 ACRES  
PROPOSED BUILDING COVERAGE 0.62 ACRE

SCALE 1"=50'

DATE AUGUST 30 1986  
DRAWN BY: M.H.





Province  
of  
Ontario

# Document General

Form 4 — Land Registration Reform Act, 1984

D

483722  
NUMBER  
CERTIFICATE OF REGISTRATION  
86 OCT 10 P 3:01

MIAGARA SOUTH  
NO. 59  
WELLAND  
LAND REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(8) This Document provides as follows:

Being a Site Plan Agreement between William Alsop and Elsie Alsop and the Corporation of the Town of Pelham with regard to erection of greenhouses at the intersection of Tice Road and Balfour Street

(9) This Document relates to instrument number(s) ☒ Continued on Schedule

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

Name(s)

THE CORPORATION OF THE TOWN OF PELHAM  
the Town

Signature(s)

E.C. Wagg, A.M.C.T.  
Deputy-Clerk

Date of Signature  
Y M D

1986 10 10

(11) Address  
for Service

20 Pelham Town Square, P.O. Box 400, Fonthill, Ontario L0S 1E0

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

Name(s)

ALSOP, William

ALSOP, Elsie

Owners

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

1560 Balfour Street, R.R.#3, Fenwick, Ontario, L0S 1C0

(14) Municipal Address of Property

700 Tice Road  
R.R.#3  
FENWICK, Ontario  
L0S 1C0

(15) Document Prepared by:

E.C. Wagg, A.M.C.T. Deputy Clerk  
Town of Pelham  
20 Pelham Town Square, Box 400  
FONTHILL, Ontario  
L0S 1E0

Fees and Tax

Registration Fee

17.00

