

<div>FOR OFFICE USE ONLY</div> <div>Number/Numéro LT- 62227</div> <div>CERTIFICATE OF RECEIPT</div> <div>Certificat de Réception</div> <div>'89 JUN -9 P3:02</div> <div>NIAGARA SOUTH</div> <div>SUD (59)</div> <div>WELLAND Land Registrar/Registreur</div> <div>Additional: See Schedule <input type="checkbox"/></div> <div>Executions</div> <div>Additional: See Schedule <input type="checkbox"/></div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 14 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Nature of Document			
	SITE PLAN AGREEMENT			
	(5) Consideration			
	N/A Dollars \$			
(6) Description				
Block 18, Registered Plan 59M-128, in the Town of Pelham, Regional Municipality of Niagara				
(7) This Document Contains:				
(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>				
(b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>				

(8) This Document provides as follows:

Site Plan Agreement - See attached Schedule

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE CORPORATION OF THE TOWN OF PELHAM	<i>Jack Bernardi</i>	1989 06 09
DEPUTY CLERK J. BERNARDI		

(11) Address for Service P. O. Box 400, 20 Pelham Town Square, Fonthill, Ontario L0S 1E0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
798166 ONTARIO LIMITED		

(13) Address for Service c/o Landrex Capital Inc., 4275 Village Centre Ct., MISSISSAUGA, Ontario L4Z 1V3

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax	
NOT ASSIGNED	J. BERNARDI, DEPUTY CLERK The Corporation of the Town of Pelham P. O. Box 400 20 Pelham Town Square Fonthill, Ontario L0S 1E0	Registration Fee	200.00
		Total	

THIS AGREEMENT made in triplicate this 5TH day of JUNE ,
1989 A.D.

BETWEEN:

798166 ONTARIO 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

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 a residential development in accordance with Schedules "B", "C" & "D" attached hereto, being site plans including servicing, grading and building elevations respectively filed in the Office of the Town;

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

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

(2) (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" and "D" 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" and "D" attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.

(3) 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 Town Engineer and filed in the Town of Pelham 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.

con't.....

(b) It is understood and agreed 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.

(4) PARKING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain a paved asphalt or such other form of hard surfacing acceptable to the Town for all driveways from the road to the property line.

(5) GRADING AND LANDSCAPING:

(a) The Owner agrees to have prepared by an Ontario Land Surveyor or Consulting 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 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 Town Engineer. This grading plan shall be approved by the Town Engineer. This grading plan shall be approved by the Town Engineer prior to the execution of this Agreement.

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

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(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 plans.

(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.

(6) SIDEWALKS:

(a) The Owner shall, at its own expense, repair or replace any existing sidewalks, within the road allowance abutting the lands described in Schedule "A" to this Agreement, in the event that it becomes damaged as a result of the carrying on of any works as authorized by this Agreement.

(7) PART LOT CONTROL:

(a) The Owner shall prior to any contract for the sale of residential units apply to the Town for removal of part lot control and shall provide to the Town for this purpose a reference plan indicating the lots being created.

(b) The Owner agrees to notify the Town upon the closing of the sale of any residential unit or units in order that the by-law removing part lot control can be repealed.

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(8) 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 Schedules "B", "C" and "D" attached hereto to permit the residential development provided that all such uses shall comply with all building and zoning requirements of the Town. Without limiting the generality of the foregoing, the material used in the exterior finish of the buildings shall be in accordance with Schedule "D" to this Agreement being building elevations.

(b) The Owner shall pay to the Town the sum of Four Thousand, Nine Hundred and Eighty Dollars (\$4,980.00) as developmental lot levies pursuant to By-law #995 (1985), as amended.

(9) GENERAL:

(a) The Owner shall cause to be installed telephone cables to serve all units in the development in accordance with the plans approved by the Bell Telephone Company of Canada.

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

(c) (i) At the time of the execution of this Agreement or at the time of the issuance of a building permit, the Owner will pay to the Town a deposit to guarantee its compliance with this Agreement in the amount of One Hundred (100%) per cent of the estimated value of the works required pursuant to this Agreement, as such estimate is provided by the Owner and accepted by the Town, such estimated value being the sum of \$12,530.00.

con't.....

(ii) Further the Owner will pay to the Town the sum of One Thousand Dollars (\$1,000.00) to cover the expense of inspection of the works by the Town Engineer.

(iii) For the purpose hereof the terms "works" means any and all works required to be carried out within the road allowance of Milburn Drive and Welland Road.

(d) 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 a recognized lending institution, subject to the approval of the Town Engineer.

(e) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with sub-paragraph (c) above in the event of the failure of the Owner to comply with any terms of this Agreement.

(f) 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, when all the terms and provisions of this Agreement, except those relating to maintenance have been fulfilled to the reasonable satisfaction of the Town.

(g) 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.

(h) The release of the deposit by the Town does not release the Owner from its obligation to maintain all on site works pursuant to this Agreement.

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(10) (a) If in the opinion of the Town Engineers, the Owner fails to carry out the provisions of this Agreement according to reasonable Engineering practices, then the Town, its agents or servants 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 thirty (30) 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 from the deposits paid to the Town pursuant to this Agreement.

(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.

(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 or existence of any work 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 works in accordance with this clause and this Agreement.

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(11) 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.

(12) 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.


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

(14) 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.

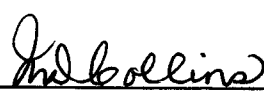

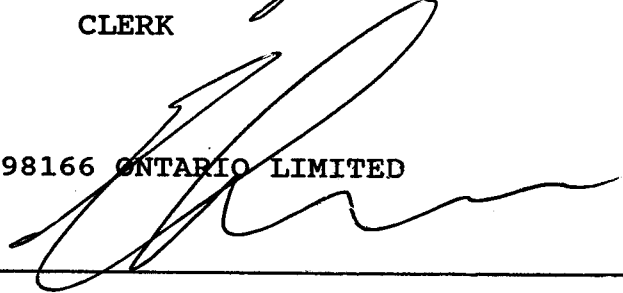
(15) The Owner agrees that all plans shall be drawn by a registered professional architect or by a registered professional engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

con't.....

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



WITNESS

(THE CORPORATION OF THE TOWN OF PELHAM
(
(PER: 
(MAYOR
(
(PER: 
(CLERK
(
(
(798166 ONTARIO LIMITED
(
(
(

S C H E D U L E

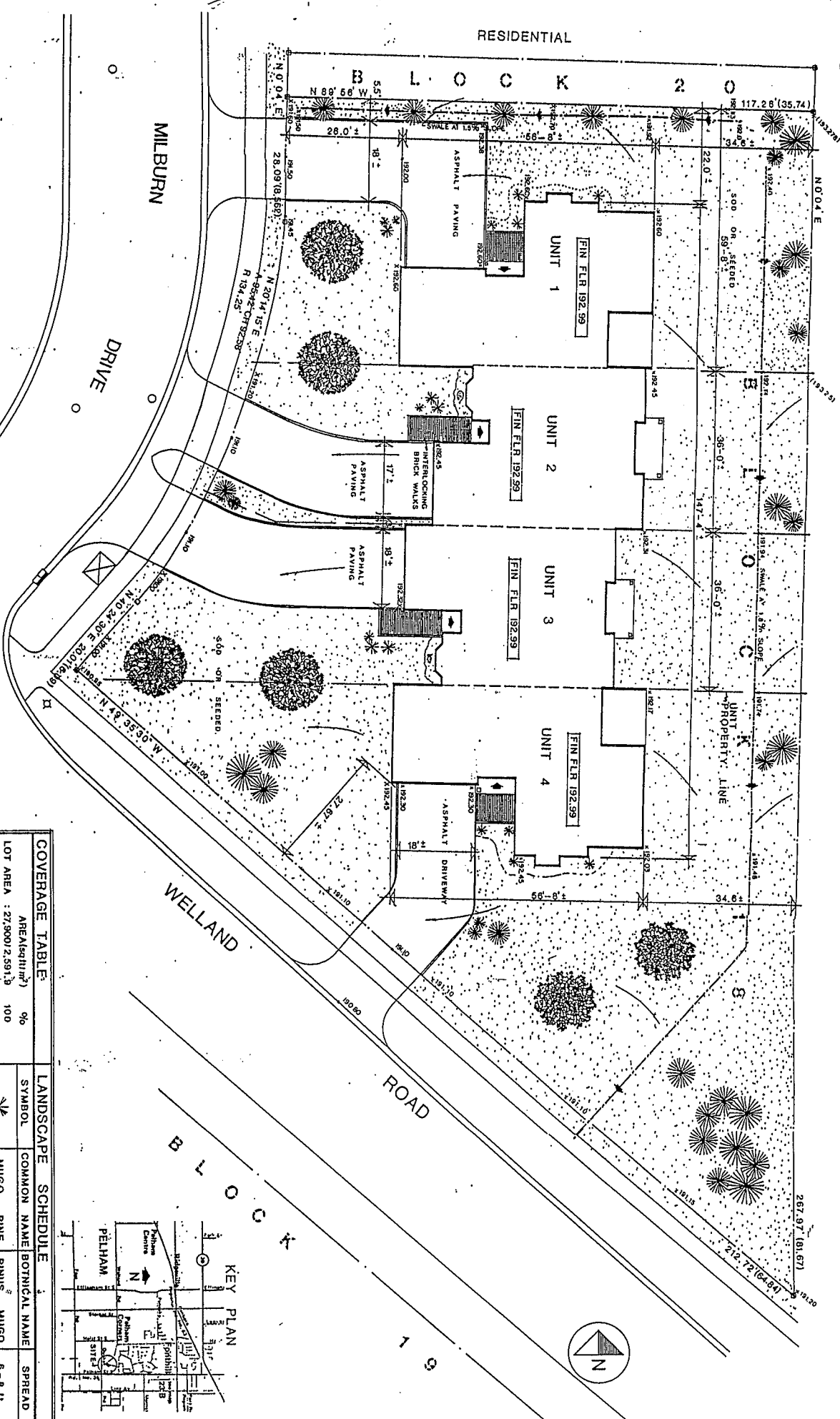
" A "

IN THE TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA, AND
BEING COMPOSED OF BLOCK 18, REGISTERED PLAN 59M-128.



TAKEN IN PART FROM
SURVEY PLAN OF
PART OF TOWNSHIP LOT 1
REGIONAL MUNICIPALITY OF
NIAGARA
SURVEY PLAN BY MATTHEWS & CAMERON
PHILIP S. SUDA O.L.S.

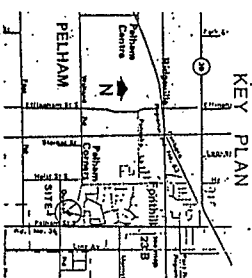
SITE PLAN
SCALE: 3/32" = 1'-0"



RESIDENTIAL

WELLAND ROAD

BLOCK 4



COVERAGE TABLE

SYMBOL	COMMON NAME	BOTANICAL NAME	SPREAD
	MUGO PINE	Pinus mugo	6-8 ft
	NORWAY SPRUCE	Picea abies (excelsa)	25-35 ft
	SUGAR MAPLE	Acer saccharum	30-40 ft
	RED MAPLE	Acer rubrum	25-35 ft
	PLANTING BED		

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SPREAD
	MUGO PINE	Pinus mugo	6-8 ft
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LANDSCAPE SCHEDULE

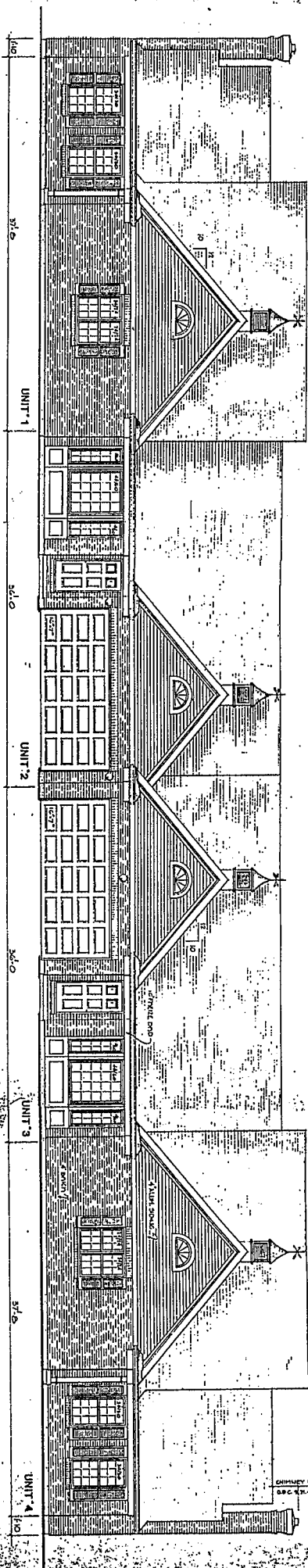
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	PLANTING BED		

NOTE: GRADE ELEVATIONS TAKEN IN PART FROM C.M.S. METRIC DRAWINGS BY DELCON ENGINEERS

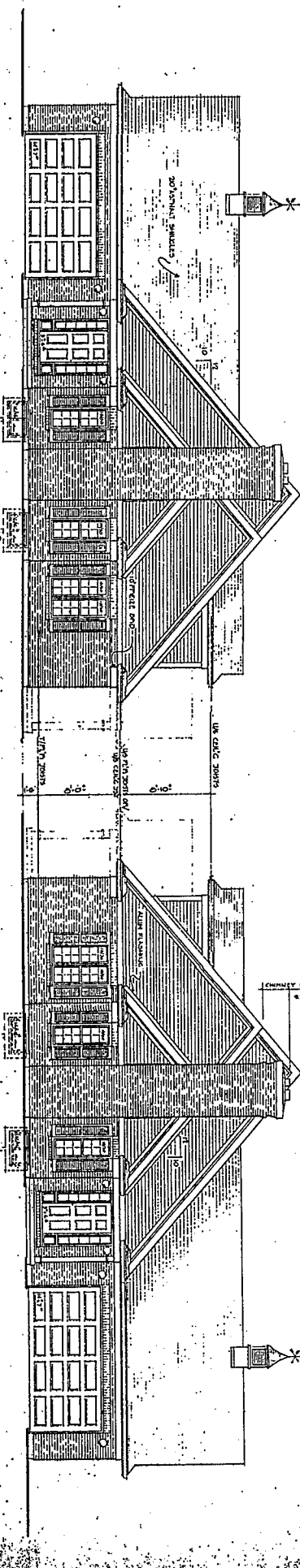
1. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY BUILDING CODE - D.E.C. 2. ALL TOWN AND CEILING JOINT CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY BUILDING CODE - D.E.C. 3. NO NOT SCALE DRAWINGS 4. ALL DIMENSIONS AND LOCATIONS TO BE CHECKED AND VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. DISCREPANCIES TO BE REPORTED TO THE OWNER OR ARCHITECT PRIOR TO CONSTRUCTION. 5. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS PRIOR TO CONSTRUCTION AND SHALL HOLD THE OWNER OR ARCHITECT HARMLESS FOR THE SAME. 6. ALL DIMENSIONS OTHER THAN PROPERTY DIMENSIONS ARE IN METRIC UNITS.

Drawn by: [Signature]
Checked by: [Signature]
Date: [Date]
Scale: [Scale]
Sheet: [Sheet]
Total: [Total]

Home Design
124 Highway 20 East
500 Box 249
892-2172
384-9380
N.J. D'Amico & Associates

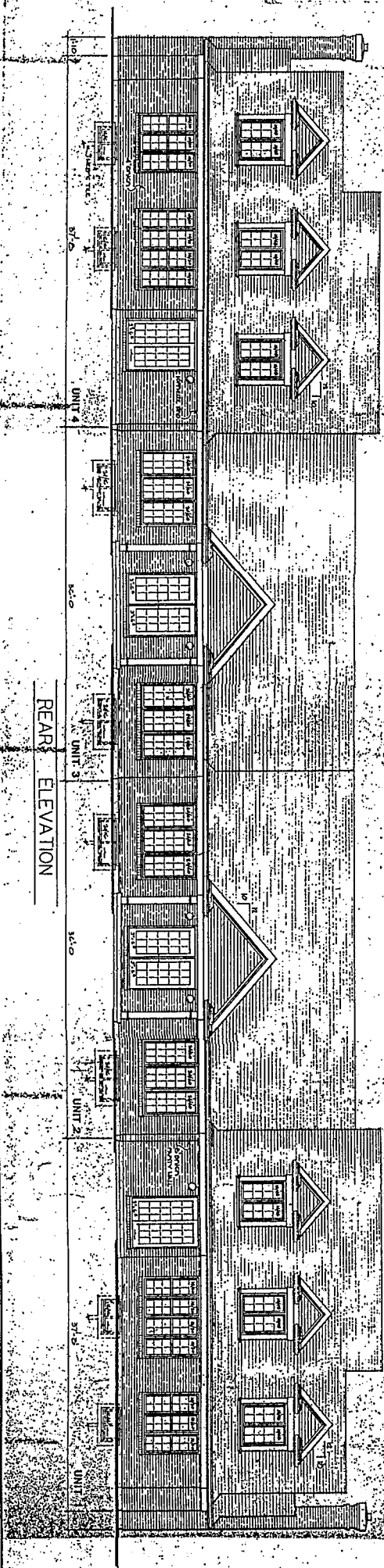


FRONT ELEVATION



LEFT ELEVATION

RIGHT ELEVATION



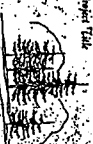
REAR ELEVATION

- Note**
1. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY BUILDING CODE "O.B.C."
 2. ALL FLOOR AND CEILING JOIST CONSTRUCTION SHALL BE SPACED UNLESS NOTED
 3. DO NOT SCALE DRAWINGS
 4. ALL DIMENSIONS AND LOCATIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. DISCREPANCIES TO BE REPORTED TO THE OWNER OF THESE PLANS PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL MEASUREMENTS AND DIMENSIONS. THE CONTRACTOR SHALL HOLD THE MAKER OF THESE PLANS HARMLESS FOR ANY DISCREPANCIES IN THE SAME.

Revised

Drawn

Project Title



Brunner & Brunner
Architects & Interiors
PROPOSED 4 UNIT
TOWNHOUSE COMPLEX

Drawing Title
ELEVATIONS

Scale: 1/8" = 1'-0"
Date: 10/20/2020
Drawn by: J.B.B.

Brunner & Brunner
Home Design
124 Shipping 200 E.
200 West 24th Street, Omaha, NE 68102
402.321.1173
402.321.1174
402.321.1175