

FOR OFFICE USE ONLY

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 8 pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document SITE PLAN AGREEMENT		
(5) Consideration Nil Dollars \$ Nil		
(6) Description Part of Lot 2, Plan 25, now known as Plan 717, and Part of Lot 167, in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Township of Thorold, in the County of Welland.		
(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"/>

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:

Site Plan Agreement (See Schedule Attached)

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	<i>J. Bernardi</i> DEPUTY CLERK J. BERNARDI	1989 10 20
.....
.....

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

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

Name(s)	Signature(s)	Date of Signature
		Y M D
RENE LAVIOLETTE, PRESIDENT OF		
HIGHLAND HOUSE RESTAURANTS LIMITED		
.....

(13) Address for Service 115 Highway #20 East, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property 115 Hwy. #20 East	(15) Document Prepared by: J. BERNARDI, DEPUTY CLERK Corporation of the Town of Pelham 20 Pelham Town Square P. O. Box 400 FONTHILL, Ontario L0S 1E0	Fees and Tax
		Registration Fee
	
	
	
		Total

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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) (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 Schedule "B" 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 Schedule "B" 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, adequately disperse all surface drainage so as not to cause ponding on the site or on adjacent lands.

(4) HYDRO:

(a) The Owner agrees to be responsible for the cost of maintaining and repairing the existing hydro system located on said lands in perpetuity.

con't....

(7) WATER SUPPLY:

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

(b) The Owner shall comply with the provisions of the Ontario Water Resources Commission Act, R.S.O. 1970, Chapter 332, any amendments thereto and all regulations thereunder, on all internal water supply services, which Act and Regulations shall be enforced by the Town of Pelham Building Department.

(8) 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 of Pelham 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.

(b) The Owner shall, when and if required by the Town of Pelham, provide a sufficient number of enclosed metal garbage containers for waste generated within the development, in a location or locations approved by the Town. Every effort shall be made to shield the containers from the view of the adjacent property owners and/or the passing public.

(9) 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.

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S C H E D U L E " A "

DESCRIPTION

Those lands and premises located in the following municipality, namely, in the Town of Pelham, in the Regional Municipality of Niagara, (formerly in the Village of Fonthill, in the County of Welland) and being composed of Part of Lot number 2, Plan number 25, now known as Plan 717, on the north side of Canboro Road, and, also being composed of part of Lot 167, in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Township of Thorold, in the County of Welland and being more particularly described as follows:

COMMENCING at a point in the north limit of Canboro Road, distant easterly thereon seven hundred and ten (710') feet from the east limit of the road between Lots 167 and 168 for the Township of Thorold, said point being, also the south-east corner of lands conveyed to one Robert L. Stern by deed dated the first of March, 1948 and registered as number 1644 for the Village of Fonthill; THENCE North 63 degrees 5 minutes East along the said north limit, one hundred and five (105') feet to a point, said point being, also, the south-east corner of lands conveyed to David and Stella Quellette, by deed dated April 9th, 1946, and registered as number 1434 for the Village of Fonthill; THENCE North 6 degrees 14 minutes East along the east limit of said Quellette's lands, one hundred and sixty-seven (167') feet to a point in the south limit of the right-of-way of the Niagara, St. Catharines and Toronto Railway; THENCE South 59 degrees 50 minutes West along the said south limit, one hundred and sixty - one feet three and one half inches (161' 3 1/2") to the north - east corner of Stern's lands; THENCE South 19 degrees East along the east limit of Stern's lands, one hundred and forty-three feet three and one half inches (143' 3 1/2") to the place of beginning.