

FOR OFFICE USE ONLY

594984

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD (59, WELLAND

'90 10 16 16 21

Donald

LAND REGISTRAR/REGISTRATEUR

New Property Identifiers

Additional:
See Schedule ☐

Executions

Additional:
See Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 16 pages

13 & 3 SKETCHES

(3) Property Identifier(s)

Block

Property

Additional:
See Schedule ☐

(4) Nature of Document

SITE PLAN AGREEMENT

(5) Consideration

Dollars \$

(6) Description

Parts Lot 19 and 20, on the south side of East Canboro Street, and
Part Lot 16, on the west side of Balfour and
Part Lot 17, on the east side of Garner Avenue,
designated as Part 1, on Reference Plan 59R-1595, Plan 16,
Township of Pelham, now known as Plan 703, Township of Pelham, Regional Municipality of Niagara, SAVE AND EXCEPT
Part Lot 16 and 17, Plan 16, now known as Plan 703, being
Parts 1 and 2, Plan 59R-3189.

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☒

(8) This Document provides as follows:

See schedule attached hereto

Continued on Schedule ☐

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

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

Name(s)

GEOS COMPANY LIMITED

Signature(s)

Per:

George Simeonoff
George Simeonoff, President

Date of Signature
Y M D

1990 09 19

SUPREME CENTRAL REALTY INC.

Per:

John MacDonald
John MacDonald, President

1990 09 19

(Owners)

(11) Address

for Service

c/o Frank Steffer, 184 Charlotte Street, Box 1510, Peterborough, Ontario K9J 7H7

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

Name(s)

THE CORPORATION OF THE TOWN OF PELHAM

(Town)

Signature(s)

Date of Signature
Y M D

(13) Address

for Service

Post Office Box 400, 20 Pelham Town Square, Fonthill, Ontario L0S 1E0

(14) Municipal Address of Property

704 Canboro @ Balfour

Pelham, Ontario
L0S 1C0

(15) Document Prepared by:

FRANK STEFFLER

184 Charlotte Street, Box 1510

PETERBOROUGH, Ontario

K9J 7H7

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Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this 5th day of October ,
1990 A.D.

BETWEEN: GEOS COMPANY LIMITED and SUPREME CENTRAL REALTY INC.
carrying on business as

CANBORO GARDEN APARTMENTS

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) "CHIEF BUILDING OFFICIAL" shall mean the Chief
Building Official of the Town of Pelham.

(e) "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 renovating the
existing buildings for the purpose of an 81 unit apartment
building in accordance with Schedules "B", "C" and "D" attached
hereto, being landscape plan, site plan, and elevations plan
respectively and filed in the Office of the Town;

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

con't.....

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

(b) The Owner agrees to register this agreement against the lands described in Schedule "A".

(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", "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 Schedule "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 his own expense, construct a storm water management facility 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 sewer system located on the said lands.

(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 sewer system but shall be directed away from the building and towards the storm drainage collection system.

con't.....

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

(4) SANITARY FACILITIES:

(a) The Owner shall, at his own expense, construct sanitary facilities on the said lands to adequately serve the building to be erected thereon, 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 undertakes to repair and forever maintain the sanitary facilities located on the said lands and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary system.

(5) PAYMENT FOR UPGRADING SANITARY SEWER:

The Owner shall pay to the Town cash in the sum of Seven Thousand, Two Hundred Dollars (\$7,200.00) for upgrading the existing sanitary sewer on Church Street.

(6) HYDRO:

(a) The Owner shall cause to be installed, at his own expense, an underground hydro system to serve all the units in the development, in accordance with the plans and specifications approved by Ontario Hydro. The Owner further agrees to be responsible for the cost of maintaining and repairing the underground hydro system located on said lands in perpetuity.

(7) PARKING AND DRIVEWAYS:

(a) The Owner shall, at his own expense, provide and at all times maintain on the said lands, paved asphalt parking areas or such other form of hard surfacing acceptable to the Town capable of accommodating 122 parking spaces for motor vehicles. One of the said parking spaces shall be designated and signed for the exclusive use of the handicapped.

con't....

(b) The Owner, at his own expense, shall construct and maintain asphalt paved driveways or such other hard surfacing acceptable to the Town to serve the said parking areas at such locations and in accordance with design and specifications approved by the Town Engineer, and the approved plans and schedules attached hereto as filed in the Town of Pelham offices prior to the issuance of a building permit. All driveways and parking areas shall be bordered by curbs in accordance with the Approved Plans.

(c) The Owner shall, at his own expense, adequately light all driveways and parking areas, and such lighting shall be so arranged as to deflect away from adjacent properties and roadways and shall be in accordance with specifications and a final design plan approved by the Town Engineer.

(d) The Owner shall place "No Parking" signs, approved by the Town of Pelham as to wording, colour, size and design, along the main driveway route and agree to enforce the "No Parking" restrictions.

(e) The Owner shall provide his own road cleaning and snow removal services for all driveways, sidewalks, parking areas, emergency accesses, service entrances, etc., and undertake that snow removal will commence three hours after the termination of any snowfall requiring removal, to provide access for fire, police and utility vehicles. And further that no snow or ice shall be deposited on any public lands or streets.

con't.....

(8) 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 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 Town Engineer. This grading plan shall be approved by the Town Engineer prior to the execution of this Agreement.

(b) The Owner shall, at his own expense, adequately fence, 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.

(c) 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.

(9) 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, such construction to be in accordance with the requirements of and 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.

(b) The Owner shall comply with the provisions of the Ontario Water Resources Commission act, R.S.O. 1970, Chapter 332, and 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.

con't.....

(10) SIDEWALKS:

(a) The Owner shall, at his own expense, construct and maintain sidewalks within the development according to Schedule "C".

(b) The Owner shall, at his expense, and at all times, clear all sidewalks both within and abutting the proposed development of snow and ice in such a manner as to ensure the safety of the general public. The Owner further agrees not to deposit snow or ice on any public property or street.

(11) 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 provide at least one (1) enclosed metal garbage container for waste generated within the development in the location as shown on Schedule "C" to this agreement and screened as shown on Schedule "C" to this agreement.

con't.....

(c) The Owner shall, when and if required by the Town of Pelham, provide additional enclosed metal garbage containers for waste generated within the development, in a location or locations approved by the Town. Said containers shall be properly screened on three sides in accordance with the design approved by the Town and every effort shall be made to shield the containers from the view of the occupants, adjacent property owners and/or the passing public.

(12) BUILDING AND SERVICES;

(a) The Owner shall renovate and the Town shall permit the renovations of the existing buildings and other structures on the lands described in Schedule "A" in accordance with Schedule "B", "C" and "D" attached hereto to permit the 81 unit apartment building 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.

(13) 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.

con't....

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

(c) (i) For the purpose hereof the term "works" means any and all works required to be carried out within the road allowance of Balfour Street.

(ii) 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 One Thousand, Five Hundred Dollars (\$1,500.00).

(iii) Further the Owner will pay to the Town the sum of Five Hundred Dollars (\$500.00) to cover the expense of inspection of the works by the Town Engineer.

(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 Treasurer.

(e) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with sub - paragraph (d) 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.

con't.....

(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.

(14) (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 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.

con't.....

(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.

(15) 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.

(16) The Owner covenants for himself, his 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.

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

con't....

(18) Notwithstanding any of the provisions of this Agreement, the Owner, his 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.

(19) 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.

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

THE CORPORATION OF THE
TOWN OF PELHAM

PER:

Mardi Collins
Mayor - Mardi Collins

PER:

Murray Heckett
Clerk - Murray Heckett

CANBORO GARDEN APARTMENTS

[Signature]
WITNESS

[Signature]
GEOS COMPANY LIMITED Per: George Simeonoff
PRESIDENT

[Signature]
SUPREME CENTRAL REALTY INC. Per: John MacDonald
PRESIDENT

I have the authority to bind the Corporation

S C H E D U L E "A"

Part Lots 19 and 20, on the south side of East Canboro Street, and
Part Lot 16, on the west side of Balfour Street and
Part Lot 17, on the east side of Garner Avenue,
designated as Part 1, on Reference Plan 59R-1595, Plan 16, Township of
Pelham, now known as Plan 703, Township of Pelham, Regional Municipality
of Niagara, SAVE AND EXCEPT Part Lot 16 and 17, Plan 16, now known as
Plan 703 being Parts 1 and 2, Plan 59R-3189