

See By-Laws No 1388 (1991)
for Amended Site Plan
Agreement

- 2 -

THIS AGREEMENT made in triplicate this 4th day of SEPTEMBER ,
1990 A.D.

BETWEEN:

DR. TIMOTHY HENNIG & DR. ANN VOLK-HENNIG
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 ENGINEER" shall mean the Engineer 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 Council of the Corp. of the Town of Pelham
amended this agreement on Jan. 21st, 1991 to include a new Schedule*
AND WHEREAS the Owner is desirous of constructing a
one storey commercial building in accordance with Schedules "B",
"C" and "D" ^{and "E"} attached hereto, being a ^{revised} site plan, landscape plan
and elevation plan, respectively filed in the Office of the Town;
and timber wall plan

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

"B" dated revised Dec. 17th, 1990 ^{con't} and to include an additional
Schedule "E" being a timber wall plan *dated Dec 21st, 1990;*

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 Schedules "B", "C", ~~and~~ ^{and E} "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 his own expense, construct a storm sewer 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 his 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.

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

(4) SANITARY SEWERS:

(a) The Owner shall, at his own expense, construct a sanitary sewer system 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 sewer system 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 sewer system.

(5) HYDRO:

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

(6) 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 9 parking spaces for motor vehicles. One of the said parking spaces shall be designated and signed for the exclusive use of the handicapped.

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(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. Without limiting the generality of the foregoing and whether or not detailed on the Approved Plans, all driveways and parking areas shall be bordered by curbs of either concrete or rolled asphalt.

(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 shall be in accordance with specifications and a design approved by the Town Engineer, plans to be filed in the Town of Pelham offices prior to the issuance of a building permit.

(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.

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(7) 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. 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.

(8) 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.

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(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.

(9) SIDEWALKS:

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

(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.

(c) The Owner shall at his own expense repair or replace the existing sidewalk, 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.

(10) 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.

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(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 Schedules "B", "C" and "D" attached hereto to permit the one storey commercial 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.

(b) The Owner agrees that all signage on the lands described in Schedule "A" shall be of the type and in the locations as shown on Schedule "B" to this agreement.

(12) GENERAL:

(a) The Owner shall cause to be installed telephone cables to serve 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 building located in the development.

(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 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.

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(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) 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.

(17) 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: _____

Mayor

PER: _____

Clerk

DR. TIMOTHY HENNIG

Karen Elliott
WITNESS

DR. ANN VOLK-HENNIG

Karen Elliott
WITNESS

S C H E D U L E " A "

Lot number 24, on the East Side of South Pelham Street, Plan number 25, now known as Plan 717, in the Town of Pelham, in the Regional Municipality of Niagara.

Revised
Schedule

SCHEDULE

SOUTH PELHAM STREET.

Left side of road, 400 ft. to 500 ft.

Right side of road, 400 ft. to 500 ft.

Left side of road, 400 ft. to 500 ft.

Right side of road, 400 ft. to 500 ft.



Directions

1. Aug. 14, 1910 - On way to school, 100 ft. to 200 ft.
2. Aug. 15, 1910 - On way to school, 100 ft. to 200 ft.
3. Aug. 16, 1910 - On way to school, 100 ft. to 200 ft.

Left side of road, 400 ft. to 500 ft.	
Right side of road, 400 ft. to 500 ft.	
On way to school	On way to school
On way to school	On way to school
On way to school	On way to school
On way to school	On way to school