

# Blackadder, LACAVERA, GREEN, MARION & HALINDA

Barristers & Solicitors

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GLYNN R. GREEN, Q.C.  
RONALD A. MARION, B.A., L.L.B.  
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WELLAND  
(416) 735-3620  
ST. CATHARINES  
(416) 384-9294  
FONTHILL  
(416) 892-2423

November 28, 1990  
FAX  
(416) 735-1577

XX 136 EAST MAIN STREET  
P.O. BOX 580  
WELLAND, ONTARIO L3B 5R3  
□ 10 HIGHWAY #20 EAST  
FONTHILL, ONTARIO L0S 1E0

FILE NO.

Town of Pelham  
Box 400  
Fonthill, Ontario  
LOS 1E0

ATTENTION: Mr. Jack Bernardi


RE: Robert Zwierschke  
Site Plan Agreement

Dear Sir:

I acknowledge your letter of October 2, 1990 and now  
enclose herewith registered Document General 597684  
containing the agreeemnt.

I trust you will find the enclosed in order.

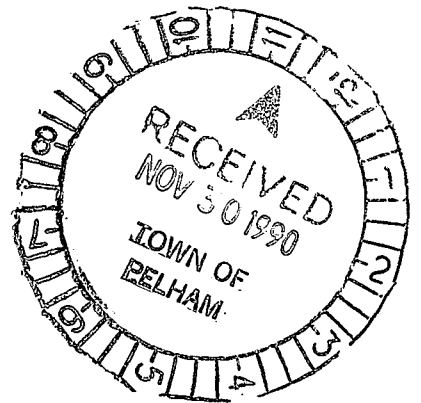
Yours very truly,



Glynn R. Green, Q.C.

GRG:bg  
Enc.

c.c. Mr. Robert Zwierschke  
1315 Pelham Street  
Fonthill, Ontario  
LOS 1E0



<div>FOR OFFICE USE ONLY</div> <div>597684</div> <div>REGISTRATION CERTIFICATE Pelham, Ontario</div> <div>90 11 27 14 34</div> <div>NEW PROPERTY IDENTIFIERS</div> <div>Additional: See Schedule</div> <div>Executions</div> <div>Additional: See Schedule</div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 12 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Nature of Document Notice of Agreement			
	(5) Consideration Nil----- Dollars \$ nil			
	(6) Description Part of Lot 9, Concession 14, Township of Pelham, now in the Town of Pelham in the Regional Municipality of Niagara See Schedule attached			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input checked="" 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:

Development Agreement - See Schedule attached

Continued on Schedule ☒

(9) This Document relates to instrument number(s) 213189

Name(s)	Signature(s)	Date of Signature Y M D		
ZWIERSCHKE, Robert by his solicitor herein		1990	11	27
Glynn R. Green, Q.C.				

(11) Address for Service 1315 Pelham Street, Fonthill, Ontario L0S 1E0

Name(s)	Signature(s)	Date of Signature Y M D		
THE CORPORATION OF THE		1990	11	27
TOWN OF PELHM by their solicitor herein				
Glynn R. Green, Q.C.				

(13) Address for Service 20 Pelham Town Square, Box 400, Fonthill, Ontario L0S 1E0

(14) Municipal Address of Property Vacant Land s/s Webber Road Pelham, Ontario	(15) Document Prepared by: Glynn R. Green, Q.C. Barrister & Solicitor 136 East Main Street Welland, Ontario L3B 5R3	Fees and Tax	
		Registration Fee	
		Total	

FOR OFFICE USE ONLY

- 2 -

THIS AGREEMENT made in triplicate this 9<sup>th</sup> day of OCTOBER ,  
1990 A.D.

BETWEEN:

ROBERT ZWIERSCHKE

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.

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 construction trades establishment and contractors shop and yard in accordance with Schedules "B" and "C" attached hereto, being a site plan, and elevation plan respectively 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.....

- 3 -

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" and "C" 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" and "C" 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 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 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 storm system but shall be directed away from the building and towards the storm drainage collection system.

con't.....

- 4 -

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

(4) SANITARY FACILITY:

(a) The Owner shall, at his own expense, construct a sanitary facility 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 Niagara Regional Health Services Department prior to the issuance of a building permit. The Owner undertakes to repair and forever maintain the sanitary facility located on the said lands.

(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 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.

(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 11 parking spaces for motor vehicles. Such parking area to be asphalt paved no later than November 30th, 1991.

con't

- 5 -

(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. Such driveways to be asphalt paved no later than November 30th, 1991.

(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.

con't....

- 6 -

(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 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 a potable water supply to the satisfaction of the Niagara Regional Health Services Department. The approval of the Health Services Department for potable water supply must be obtained prior to the issuance of a building permit.

con't.....

-7-

(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 any existing facilities, 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.

con't.....



- 9 -

(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:

Paul Collins  
Mayor

PER:

Mary Hackett  
Clerk

ROBERT ZWIERSCHKE

Jacob Bernardi  
WITNESS

Robert Zwierschke

S C H E D U L E " A "

Part of Lot 9, Concession 14, in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Township of Pelham, County of Welland and premising that the northerly limit of said Lot has an astronomic bearing of North 88 degrees 58 minutes 40 seconds East and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at the north-westerly angle of said Lot 9;

THENCE North 88 degrees 58 minutes 40 seconds East along the northerly limit thereof 605.22 feet;

THENCE South 0 degrees 35 minutes East, 17.0 feet to an iron bar planted in the southerly limit of Webber Road as widened, said iron bar marking the place of beginning of the described parcel;

THENCE North 88 degrees 58 minutes 40 seconds East along the said southerly limit of Webber Road as widened, 277.80 feet to an iron bar;

THENCE South 0 degrees 35 minutes East, 1365.25 feet to an iron bar in the fence along the north-westerly limit of lands of the Department of Transport;

THENCE South 36 degrees 00 minutes West along said north-westerly limit 466.10 feet to an iron bar in a line drawn through the place of beginning on a bearing of South 0 degrees 35 minutes East;

THENCE North 0 degrees 35 minutes West along said line 1737.39 feet more or less to the place of beginning.

AND containing by admeasurement an area of 9.893 acres be the same more or less.

Previously described in Instrument No. 213189.



EXISTING AREA - NOT DEVELOPED AT THIS TIME

$$\begin{array}{r} 170 \\ 30 \\ 30 \\ \hline 200 \end{array}$$

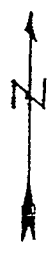
- ▷ INDICATES POINTS OF ENTRY AND EXIT FROM BUILDING.
- 0.00 ELEVATION UPON PROJECT COMPLETION. (IN FEET).
- 00 EXISTING ELEVATIONS. (IN FEET).
- ⊙ HYDRO POLE
- PROPERTY LINE
- ▭ STONE SURFACE TO PARKING LOT AND DRIVEWAY.
- ▨ AREA OF SINGLE STOREY BUILDING
- ✱ EXISTING DECIDUOUS TREES
- ✱ NEW CONIFEROUS PLANTINGS
- ◉ OUTSIDE OF MAN-MADE POND
- ℄ ROAD
- ℄ DITCH
- EXTERIOR WALL PACK LIGHTING MOUNTED ON BUILDING.

[illegible]

### \* Site Location

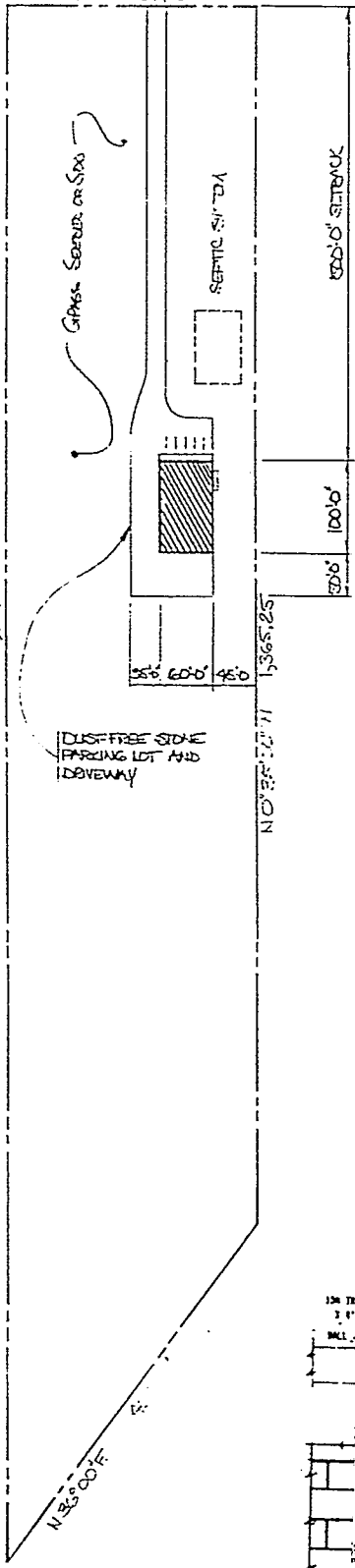
<p>② SEPT. 26/80</p>	<p>ADD NOTE RE: SEEDING AREAS; ADD VISITOR PARKING NOTE; ADD TO NOTE RE: DRAINAGE SURFACE TO BE PAVED BY NOV. 30/81; ADD EXTERIOR WALL PACK TO FRONT OF BLDG.</p>
<p>① SEPT. 11/80</p>	<p>ADDITION OF RAINGUTS NEAR ROAD; SHOW EXISTING SWALES; REVISE ENTRANCE OF HIGHWAY; SHOW LOADING SPACES; ADD EXISTING ELEVATIONS; ADD GARAGE EXO ADD WALLPACK LIGHTS; ADD NOTES S THROUGH S INCLUSIVE;</p>
<p>REVISION # DATE</p>	<p>REMARKS</p>
<p>SITE PLAN AS PREPARED FOR:  <b>ROBERT ZEDERSHKE, Fonthill, Ontario.</b></p> <p>SCALE: AS NOTED      APPROVED BY: _____      DRAWN BY: <b>TR</b></p> <p>DATE: <b>SEPT. 1980</b>      <b>REVISED</b></p> <p>AS PREPARED BY: <b>BENCHMARK MANAGEMENT</b>  <b>BOX 124, Fonthill, Ont. L0S 1K0      416-202-0251</b></p>	
<p>ENGINEERING TECHNOLOGIST</p>	

## SCHEDULE

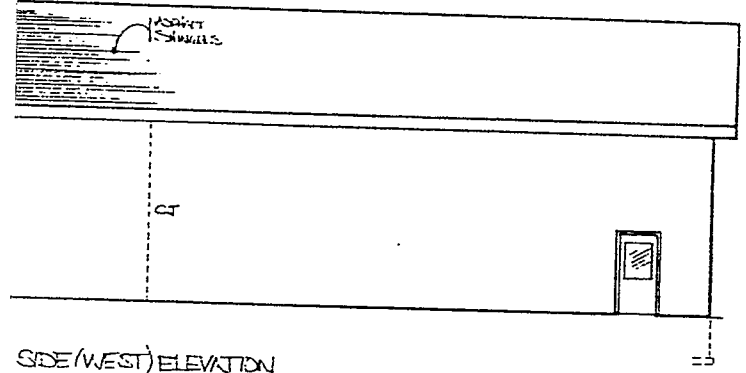


WEBBER ROAD

N 88° 55' 45" E 271.00'



Plot Plan  
1" = 10'-0" SCALE



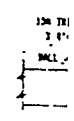
SIDE (WEST) ELEVATION

PROPOSED DEVELOPMENT FOR  
MR. ROBERT ZWIERSCHKE

DOOR SCHEDULE						
DOOR	SIZE	TYPE	FRAME	LINTEL	REMARKS	
1	14'-0" x 5'-6"	OVERHEAD	N/A	L2	LOW OVERHEAD HIDE	
2	3'-0" x 7'-0"	HOLLOW METAL	HOLLOW METAL	L1	INSULATED DOOR	
3	3'-0" x 7'-0"	AS PER	DOOR #1	L1	INSULATED DOOR	
4	3'-0" x 7'-0"	HOLLOW METAL	HOLLOW METAL	L1	INSULATED DOOR	
5	"	"	"	"	"	
6	"	"	"	"	"	
7	3'-0" x 7'-0"	"	"	"	"	
8	5'-0" x 7'-0"	"	"	L5	1 HOUR RATED DOOR & FRAME 4 DOOR CLOSER HALF-LIGHT INSULATED DOOR	

LINTEL SCHEDULE	
MARKS	L1 3L - 3" x 3" x 5/16"
- GLASS	L2 WB x 18" + PLATE 5/16" x 3"
- GLASS	L3 3-2" x 8" SPRUCE #2 PLUS L 5" x 3 1/2" x 5/16" LLV
- GLASS	L4 3-2" x 12" DOUGLAS FIR PLUS L 5" x 8 1/2" x 5/16" LLV
- GLASS	L5 3-2" x 10" #2 SPRUCE PLUS L 4" x 3" x 5/16" LLV
- GLASS	L6 W/6" x 18" PLUS PLATE 5/16" x 3"
- GLASS	L7 3L - 3 1/2" x 3" x 5/16" LLV

STORAGE ANCILLARY TO CONSTRUCTION TRAILER ESTABLISHMENT - ONLY



1st FLOOR PLAN  
1/8" = 1'-0"

REV	DATE	REMARKS
3	08/26/30	ADDED NOTE RE USE OF MEZZANINE AREA
2	06/26/30	ADDED ENGINEER'S NOTES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: SITE PLAN DIMENSIONS, BLDG. CONTROL Joints, LINTEL DOOR AND WINDOW SCHEDULE BLDG. DIMENSIONS, INTERIOR PARTITIONS TO OFFICE AREA ON GROUND FLOOR, INTERIOR STAIRS TO SECOND FLOOR, ANGLE LINTEL DETAIL, BEAM LINTEL DETAIL.
1	06/08/30	ADD WINDOW & DOOR LABELS, ADD SECTION LOCATIONS, ADD CH #2.

PROPOSED SITE LAYOUT AND BUILDING DESIGN FOR MR. ROBERT ZWIERSCHKE, FORT HILL, ONTARIO

SCALE: AS SHOWN	APPROVED BY:	DRAWN BY: TK
DATE: APR 11/30		REVISED
AS PREPARED BY: BEUCHMARK MANAGEMENT		
BOX 124, FORT HILL, ONTARIO L0S1E0 416-882-8231		
DRAWING NUMBER		RE-001