

FOR OFFICE USE ONLY

617689

CERTIFICATE OF REGISTRATION
CERTIFICATE OF REGISTRATION
NIAGARA COUNTY/995(53)/WELLAND

'91 09 30 16 04

Doyle

LAND REGISTRATION/REGISTRATION

| | | |
|--|---|--|
| (1) Registry <input checked="" type="checkbox"/> | Land Titles <input type="checkbox"/> | (2) Page 1 of 12 pages |
| (3) Property Identifier(s) | Block | Property |
| | | Additional: See Schedule <input type="checkbox"/> |
| (4) Nature of Document Site Plan Control Agreement | | |
| (5) Consideration Nil Dollars \$ Nil | | |
| (6) Description Part of Lot 2 and Block "B", Plan 717 Town of Pelham, Regional Municipality of Niagara, (formerly registered Plan 25, Village of Fonthill) All designated as Parts 1 and 3 on S9R-1488. Previously described in Instrument #063022 | | |
| (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:
See Schedule

Continued on Schedule ☒

(9) This Document relates to instrument number(s) # 063022

| | | |
|--|--|----------------------------|
| (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 (Local Municipality) | <i>Murray Hackett</i> I have the authority to bind the corporation - Murray Hackett | 1991 10 30 |

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

| | | |
|---|--------------------|----------------------------|
| (12) Party(ies) (Set out Status or Interest) Name(s) | Signature(s) | Date of Signature Y M D |
| MAIDA, Rocco | <i>Rocco Maida</i> | |
| MAIDA, Dora | <i>Dora Maida</i> | |
| (Owners) | | |

(13) Address for Service 6292 Glengate Street, Niagara Falls, Ontario, L2E 5S3

| | | |
|---|---|--|
| (14) Municipal Address of Property Fonthill, Ontario | (15) Document Prepared by: John A. Crossingham Bench, Keogh 63 Church Street P.O. Box 307 St. Catharines, Ontario L2R 6V2 | FOR OFFICE USE ONLY Fees and Tax Registration Fee Total |
|---|---|--|

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THIS AGREEMENT made in triplicate this 30TH day of SEPTEMBER, 1991 A.D.

BETWEEN:

ROCCO MAIDA AND DORA MAIDA
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.

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

(f) "FACILITIES AND WORKS" means and includes those facilities and works which are shown on or referred to in any one or more of the plans and drawings and schedules to this Agreement.

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 5000 square foot commercial building addition in accordance with Schedules "B" and "C" attached hereto, being site plan and site servicing plan 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) (a) 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.

(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 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.

(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) SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer lateral 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 its own expense, an underground hydro system to serve the commercial building, in accordance with the plans and specifications approved by Pelham 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 its 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 34 parking spaces for motor vehicles for the development.

(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 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 agrees to submit, a certificate signed by an Ontario Land Surveyor or Engineer, which indicates that the grades as stipulated on Schedule "C" to this Agreement have been complied with.

(c) The Owner shall, at its 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.

(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.

(8) WATER SUPPLY:

(a) The Owner shall, at 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, 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.

(9) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of the building addition and other structures on the lands described in Schedule "A" in accordance with Schedules "B" and "C" attached hereto to permit the commercial development provided that all such uses shall comply with all building and zoning requirements of the Town.

(10) DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this Agreement the Owners will pay to the Town a deposit to guarantee their compliance with this Agreement in the amount of 100% of the estimated value of the facilities and works required pursuant to this Agreement (as such estimate is provided by the Owners and accepted by the Town); such estimated value being the sum of \$56,700.00 as set out in Schedule "D" attached hereto and forming part of this Agreement.

(b) 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 from a recognized lending institution, subject to the approval of the Treasurer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with any terms of this Agreement.

(d) Upon completion of the facilities and works, an Engineer, Architect or both shall confirm in writing that the approved plans appended hereto have been complied with. When notice has been received of such compliance the Chief Building Official shall confirm such compliance and 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.

(e) 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.

(f) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the facilities and works pursuant to this Agreement.

(g) The Owner agrees that all of the facilities and works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed commercial development as determined by the Chief Building Official and shall be maintained at all times in good condition.

(11) GENERAL:

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

(b) 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 facilities and works referred to in this Agreement and for the purpose of the completion of any facilities and works in accordance with this clause and this Agreement.

(c) 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 facilities and works 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 facilities and works in accordance with this clause and this Agreement.

(12) 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.

(13) 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.

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

(15) 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.

(16) 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: *Jack Collins*
(Mayor

(
(PER: *Mary Hackett*
(Clerk

ROCCO MAIDA AND DORA MAIDA

(
(PER: *Rocco Maida*
Dora Maida

[Signature]
WITNESS

SCHEDULE "A"

Part of Lot 2 and Block "B", Plan 717

Town of Pelham, Regional Municipality of Niagara,
(formerly registered Plan 25, Village of Fonthill)

Lands previously described in Instrument Number 063022

All designated as Parts 1 and 3 on 59R-1488

SCHEDULE "D"

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

| <u>Item</u> | <u>Cost Estimate</u> |
|---|----------------------|
| 1. Site Servicing and Grading (includes storm sewer, parking lot retaining wall and lighting) | \$51,700 |
| 2. Landscaping and Fencing | 5,000 |
| | <hr/> |
| TOTAL ESTIMATED COSTS | \$56,700 |