HOUGHTON & SLONIOWSKI

Barristers & Solicitors

R. Douglas A. Houghton, B.A., LL.B Joseph E. Sloniowski, B.A., LL.B John L. Sullivan, LL.B, Q.C., Associate James Stengel, B.A., LL.B., Associate

170 Division St. - Box 458 - Welland, Ontario, L3B 5R2 - (416) 734-4577 or 732-6161 - FAX (416) 732-3765

June 5th, 1992.

Mr. Paul Belanger

Dear Mr. Belanger:

RE: FONTHILL CONGREGATION OF JEHOVAH'S WITNESSES

We enclose the duplicate registered copy of Document General No. 632805 registered on the 4th day of June, 1992 for your records, registering the Site Plan Agreement on title between Fonthill Congregation of Jehovah's Witness and the Corporation of the Town of Pelham.

Yours very truly, John L. Sullwan / li.

JOHN L. SULLIVAN

JLS:li

encl.

Document General

Form 4 — Land Registration Reform Act, 1984

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	632805	(1) Registry X Land Titles (2) Page 1 of 116 1	pages	
		(3) Property Block Property Identifier(s)	Additional: See Schedule	
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	NIAGARA SGUTE/SUS(50) WELLAND	SITE PLAN AGREEMENT		
NLY	'92 06 4 15 37	(5) Consideration		
)SE (SZ UB 4 15 37	Dollars \$ Ni1		
FOR OFFICE USE ONLY	SAND REGISTRATIONS	In the Town of Pelham, in the Regional Mur of Niagara and being composed of Part of No. 165 for the former Township of Thorolo particularly described as Parts 1 and 2, 1	Township Lot d more	
	New Property Identifiers Additional: See Schedule]		
	Executions Additional: See Schedule	(7) This (a) Redescription (b) Schedule for: Document New Easement Add Contains: Plan/Sketch Description Part	litional Other	
> <u></u>	This Document relates to instrument number(s)	Contin	nued on Schedule	
		607994		
(16	Party(les) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D	
	FONTHILL CONGREGATION OF JEHOVA	AH'S WITNESSES "Owner" (of the First Part)		
Per: Their Solicitor Herein JOHN L. SULLIVAN 1992 06 04				
(11) Address for Service c/o R.R. #3, Fenwick, Ont	tario, LOS 1CO.	— la	
(12	Party(les) (Set out Status or Interest)		Date of Signature	
	Name(s)	Signature(s)	Date of Signature Y M D	
	THE CORPORATION OF THE TOWN OF	PELHAM "Town" (of the Second Part)		
(13) Address			
·	for Service Town of Pelham, 20 Pelham	Town Square, P.O. Box 400, Fonthill, Ontario,		
(14	Jo	ohn L. Sullivan	and Tax	
		arristers and Solicitors 70 Division St Box 458		
		70 Division St Box 458		
	l l	FILLAND Optonio		
	WE L3	J.L. Sullivan)		

April, 1985

THIS AGREEMENT made in triplicate this 19+h day of M_{ay} 1992 A.D.

BETWEEN:

FONTHILL CONGREGATION OF JEHOVAH'S WITNESSES

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 one storey building for the purpose of a place of religious worship in accordance with Schedules "B", "C", "D" and "E" attached hereto, being site plan, landscape plan, storm water/septic system plan and elevations 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;

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", "D" and "E" 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", "D" and "E" 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 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 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 FACILITY:

(a) The Owner shall, at its 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 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) <u>HYDRO</u>:

(a) The Owner shall cause to be installed, at its 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 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 75 parking spaces for motor vehicles.
- (b) The Owner, at its own expense, shall construct and maintain paved asphalt 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.
- (c) The Owner shall, at its 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 its 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.

(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 agrees to submit, a certificate signed by an Ontario Land Surveyor or Engineer, which indicates that the grades as stipulated on Schedule "D" to this Agreement has been complied with.
- (c) The Owner shall, at its own expense, adequately 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) <u>WATER SUPPLY:</u>

(a) The Owner shall, at its 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.

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

(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", "D" and "E" attached hereto to permit the place of religious worship 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 "E" to this Agreement being building elevations.

(12) 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 \$125,000.00 as set out in Schedule "F" 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 development as determined by the Chief Building Official and shall be maintained at all times in good condition.

(13) ACKNOWLEDGEMENT OF AGRICULTURAL USES:

The Owner acknowledges and confirms that it is aware that the subject lands are currently situate in an area wherein the surrounding lands are zoned Agricultural within the meaning of Bylaw 1136 (1987) as amended from time to time for the Town of Pelham, and does hereby agree not to oppose, contest or seek to vary, directly or indirectly, now or in the future, the present continued Agricultural zoning of such surrounding area or any activities thereon normally associated with or carried on in the field of agriculture.

(14) 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.
- (c) 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.
- (d) 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.
- (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.
- (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.

TOWN OF PELHAM

THE CORPORATION OF THE

PER: Mayor

PER: Mayor

Deputy Werk

FONTHILL CONGREGATION OF JEHOVAH'S WITNESSES

Hordon Horton

Gordon Horton

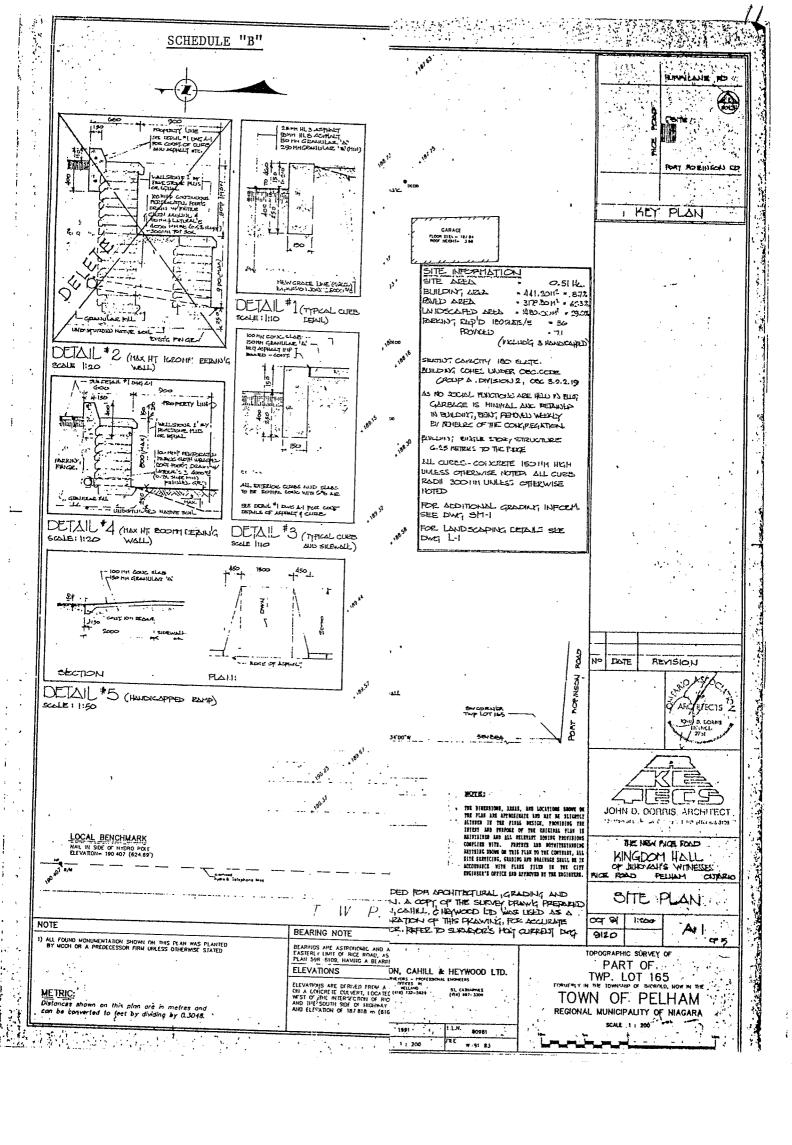
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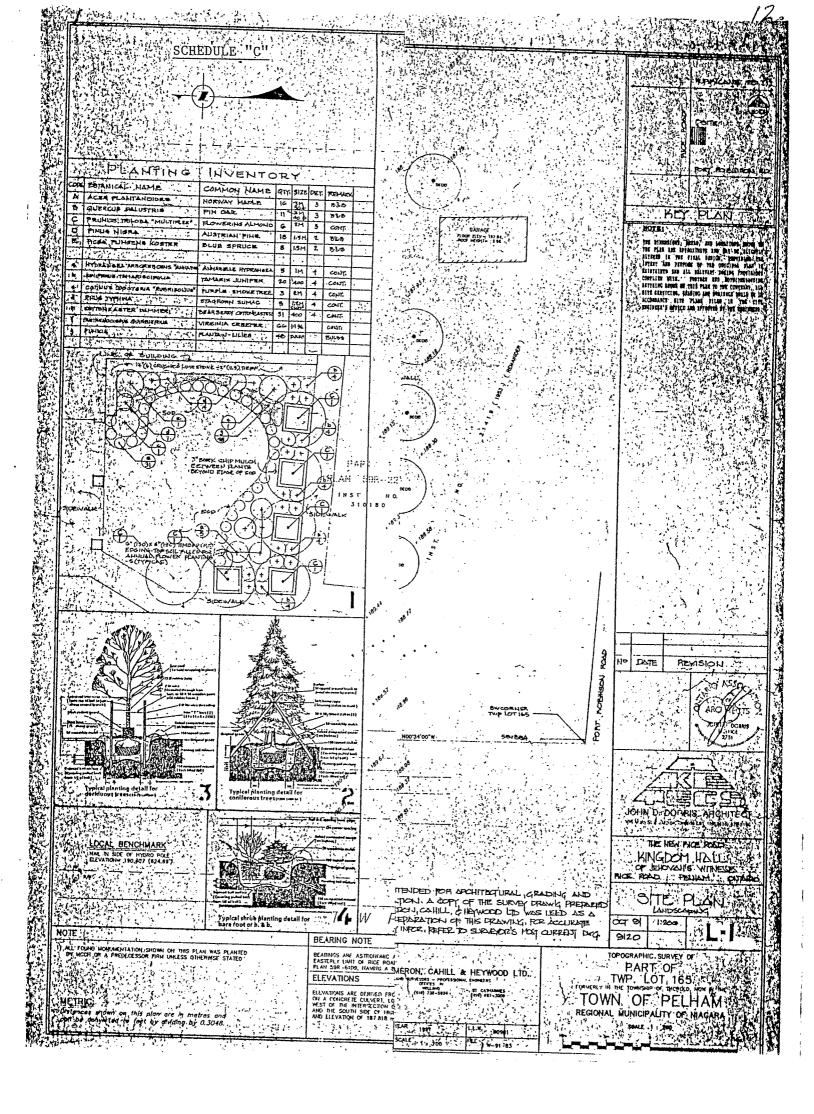
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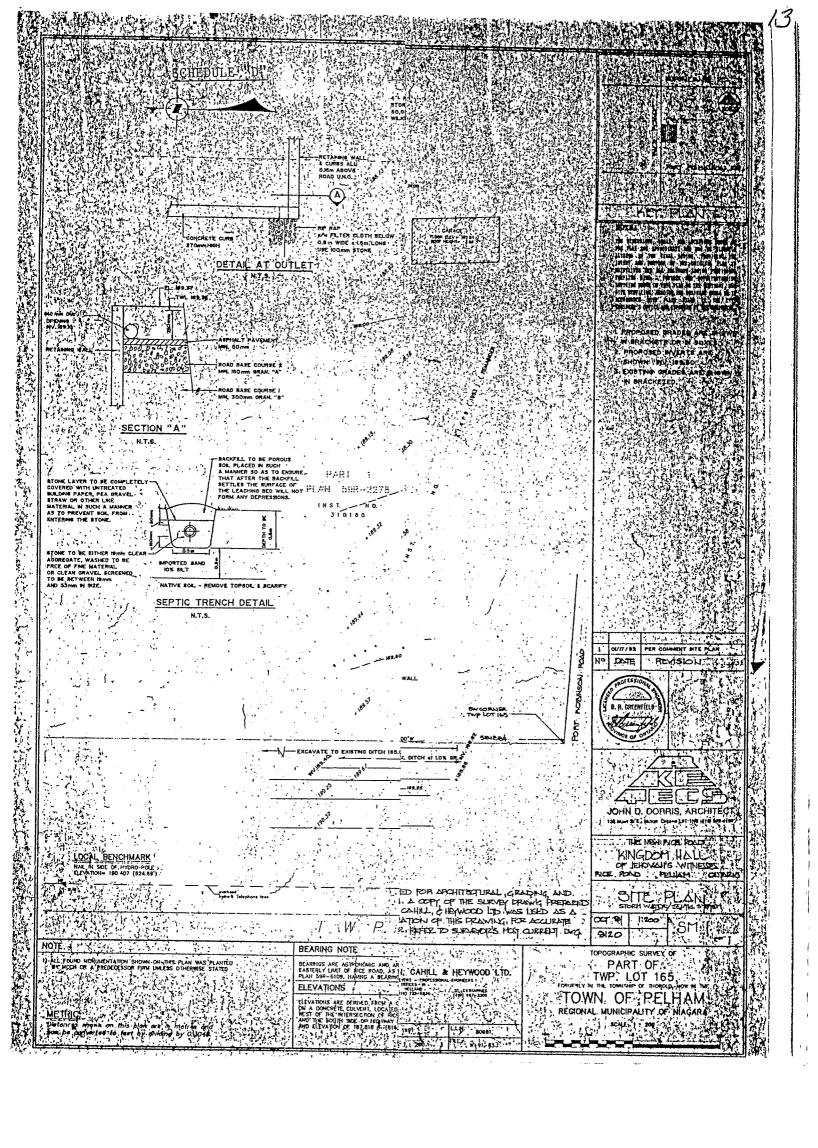
WITNESS

SCHEDULE "A"

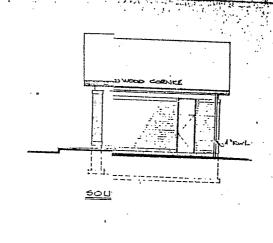
In the Town of Pelham, in the Regional Municipality of Niagara and being composed of Part of Township Lot No. 165 for the former Township of Thorold more particularly described as Parts 1 and 2, Plan 59R-6109.

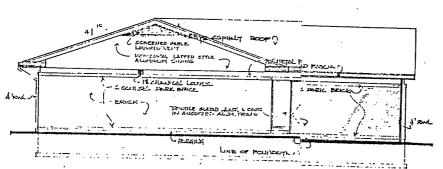






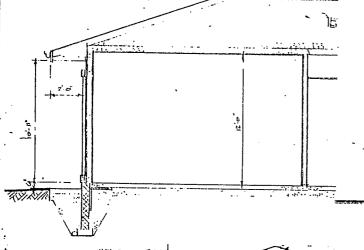
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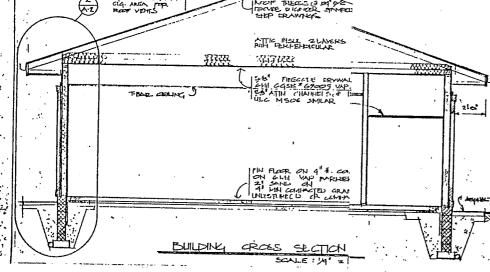




NORTH ELEVATION

SCHEDULE "E"





2 AMILZI/M REVISED ROOF LINE Ne DATE



THE NEW PICE ROOF.
KINGDOM, HALL'
OF JEHOVAH'S WITHESSES
THE ROOF, PELLOM, CONTA

ELEVATIONS

Oct 31 15-110 9120 10

SCHEDULE "F"

FACILITIES AND WORKS

Landscaping	\$ 14,000.00
Paving and Curbs and Storm Water Management	\$ 50,000.00
Retaining Wall	\$ 7,000.00
Sidewalk & Pavers	\$ 9,000.00
Fill and Compaction	\$ 24,000.00
Septic System (Tank & Bed)	\$ 5,000.00
Holding Tanks (Water Total	\$ 16,000.00 \$125,000.00