

FOR OFFICE USE ONLY	644765	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 10 pages
	CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT NIAGARA SOUTH/SUD (50) WELLAND	(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>
	'92 12 15 12 53	(4) Nature of Document	
	LAND REGISTRAR/REGISTRATEUR	SITE PLAN AGREEMENT	
	New Property Identifiers	(5) Consideration	Dollars \$
	Executions	(6) Description	
	Part of the north half of lot 18, Concession 8, Town of Pelham (formerly Township of Pelham, County of Welland) in the Regional Municipality of Niagara being more particularly described in the schedule attached.		
	As in Instrument No. 414963		
	(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 type="checkbox"/>

(8) This Document provides as follows:

See Site Plan Agreement attached.

Continued on Schedule ☐


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

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

Name(s)	Signature(s)	Date of Signature Y M D
KAKAMOUSIAS, Anastosios		
KAKAMOUSIAS, Asimina		
(OWNERS)		

(11) Address for Service 922 Highway #20, Town of Pelham, L0S 1E6

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

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF PELHAM (TOWNSHIP/APPLICANT) BY ITS SOLICITORS BROOKS, MACFARLANE, BIELBY & SMITH	BROOKS, MACFARLANE, BIELBY & SMITH PER:  R. BRUCE SMITH	1992 12 14

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

(14) Municipal Address of Property

922 Highway #20,
Town of Pelham,
L0S 1E6

(15) Document Prepared by:

R. BRUCE SMITH
Brooks, Macfarlane, Bielby
& Smith
247 East Main Street
Welland, Ontario
L3B 5N9

Fees and Tax

Registration Fee

Total

Additional Property Identifier(s) and/or Other Information

ALL AND SINGULAR that certain parcel or tract of land, and premises situate lying and being in the Town of Pelham, in the Regional Municipality of Niagara (formerly in the Township of Pelham, in the County of Welland) and being composed of part of the north half of Lot 18 in the 8th concession of the said Township, being more particularly described as follows:

COMMENCING at the northwest angle of said Lot No. 18;

THENCE SOUTHERLY along the westerly limit of said Lot a distance of 27.05 feet to the place of beginning of the lands to be described herein, which said point is in the southerly limit of the lands expropriated by the Province of Ontario;

THENCE CONTINUING SOUTHERLY along the westerly limit of said Lot a distance of 737.16 feet to a point;

THENCE EASTERLY parallel with the northerly limit of said Lot, a distance of 570 feet to an iron stake;

THENCE NORTHERLY parallel to the westerly limit of said Lot, a distance of 737.16 feet to an iron stake;

THENCE WESTERLY along the southerly limit of lands expropriated, by the Province of Ontario as aforesaid a distance of 570 feet to the place of beginning.

THE DESCRIPTION OF THE LAND IN THIS INSTRUMENT DOES NOT COMPLY WITH THE REGULATIONS UNDER THE REGISTRY ACT. A REVISED DESCRIPTION MAY BE REQUIRED IN SUBSEQUENT INSTRUMENTS.

Yvette Polunari
DEA HAND REGISTRAR

THIS AGREEMENT made in triplicate this 7TH day of DECEMBER, 1992 A.D.

BETWEEN:

ANASTOSIOS KAKAMOUSIAS
and
ASIMINA KAKAMOUSIAS
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 renovating the existing building for the purpose of a variety retail store in accordance with Schedule "B", attached hereto, being a site plan 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 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 Schedule "B" 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" 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.

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(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 existing building and the proposed variety retail store, 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) 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 9 parking spaces for motor vehicles for the development.

(b) The Owner, at its own expense, shall construct and maintain asphalt paved driveways or such other form of 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 schedule hereto as filed in the Town of Pelham offices prior to the issuance of a building permit.

(6) 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 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.

(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.

(7) WATER SUPPLY:

(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, 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.

(8) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the renovations of the building and on the lands described in Schedule "A" in accordance with Schedule "B" attached hereto to permit the variety retail store provided that all such uses shall comply with all building and zoning requirements of the Town.

(9) COMPLETION OF FACILITIES AND WORKS:

(a) 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 renovations as determined by the Chief Building Official and shall be maintained at all times in good condition.

(10) GENERAL:

(a) The Owner shall maintain and keep in repair driveways and access servicing 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.

(11) 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.

(12) 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.

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

(14) 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.

(15) 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 Hackett
(Clerk Murray Hackett

(ANASTOSIOS KAKAMOUSIAS

(
(x A. Kakamousias

(ASIMINA KAKAMOUSIAS

(
(x A. Kakamousias

Tony Kakamousias
WITNESS as to the
signature of Anastosios
Kakamousias and Asimina
Kakamousias

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land, and premises situate lying and being in the Town of Pelham, in the Regional Municipality of Niagara (formerly in the Township of Pelham, in the County of Welland) and being composed of part of the north half of Lot 18 in the 8th concession of the said Township, being more particularly described as follows:

COMMENCING at the northwest angle of said Lot No. 18;

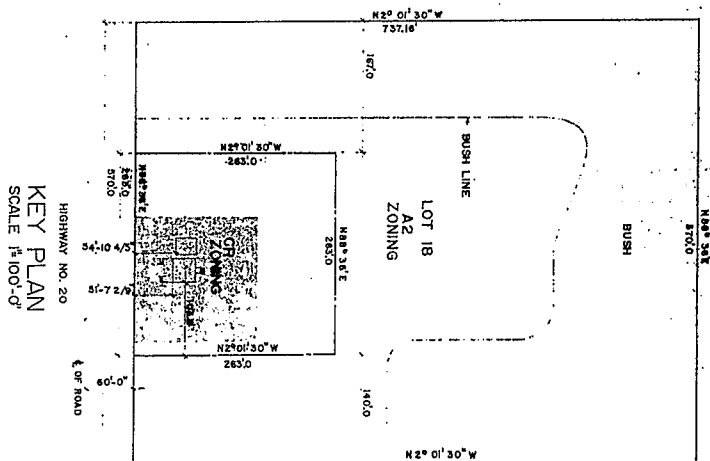
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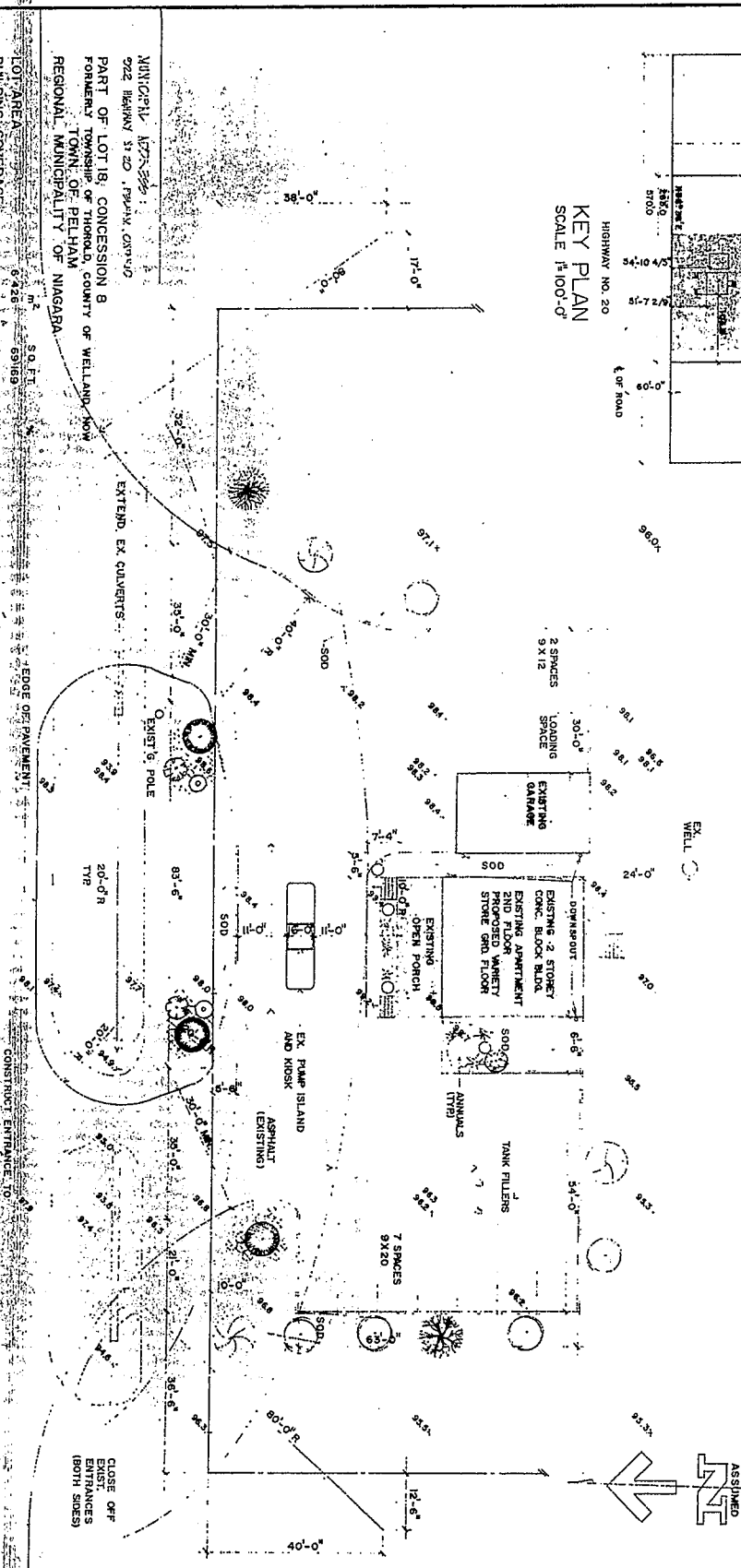
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HIGHWAY NO. 20
KEY PLAN
SCALE 1"=100'-0"



LANDSCAPE				SCHEDULE	
KEY	NAME	SIZE	ROOT	QUANTITY	
①	INTERIOR JUMPER (INTERIOR JUMPER)			3	
②	SILVER LEAF DOGWOOD (CORNUS ELAEGNISTIMA)			3	
③	RADIANT CHINA APPLE (MALUS BACCATA)			4	
④	SPRING CROCK JUMPER (SAURURUS VERNALIS)			2	
⑤	ICE CRYSTAL JUMPER (FORSYTHIA INTER. SPEC.)			2	
⑥	SUGAR MAPLE (ACER SACCHARINA)			3	
⑦	OLD GOLD JUMPER (OLD GOLD JUMPER)			6	
⑧	THEATRE COLORED FORTAR (POPULUS NIGRA THEATRIUM)			5	
⑨	AMERICAN SPREADING YEW (TAXUS MEDIA AMERICANA)			29	

HIGHWAY NO. 20

SITE PLAN
SCALE 1/16" = 1'-0"

PELHAM SERVICE STATION ALTERATIONS

LOT 18 HIGHWAY NO. 20

PELHAM

FILE NO.: 89-125

SCALE: AS SHOWN

DRAWN: A.H.

DATE: 05/17/89

REVISED 10/09/90
OCT. 92

macdonald &
zuberec

ARCHITECTS 39 QUEEN ST
ST CAROLINE

THIS IS NOT A PLAN OF SURVEY