

FOR OFFICE USE ONLY

664470

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/OLD(59)WELLAND

'93 12 22 15 35

LAND REGISTRAR/REGISTRAR

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 21 pages

(3) Property Identifier(s) Block Property

(4) Nature of Document
Site Plan Agreement

(5) Consideration
Dollars \$

(6) Description
Lot 7 and Part of Lot 6 on the west side of Chestnut Street and Lot 7 on the east side of North Pelham Street, Plan 716, Town of Pelham, formerly Village of Fonthill, Regional Municipality of Niagara which said Part of Lot 6 is more particularly described in the attached schedule.

(7) This Document Contains:
(a) Redescription New Easement Plan/Sketch ☐
(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒

(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
THE INCUMBENT AND CHURCH WARDENS OF
HOLY TRINITY ANGLICAN CHURCH, FONTHILL AND
THE SYNOD OF THE DIOCESE OF NIAGARA
(Owner)

(11) Address for Service 1557 Pelham Street, Fonthill, Ontario

(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
(Town/Applicant)
BY ITS SOLICITORS
Brooks, Macfarlane, Bielby & Smith
PER:
Robert Bruce Smith
1993 12 21

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

(14) Municipal Address of Property
1557 Pelham Street
Fonthill, Ontario
L0S 1E0

(15) Document Prepared by:
Brooks, Macfarlane, Bielby & Smith
Barristers and Solicitors
247 East Main Street
P.O. Box 67
Welland, Ontario
L3B 5N9
RBS:mi

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee 50.00

Total 50.00

Additional Property Identifier(s) and/or Other Information

COMMENCING: at the south-west angle of said Lot 6;
THENCE north along the western limit of said Lot, 11 feet to
a stake which is the place of beginning of the lands to be
described herein;
THENCE north along the western limit of said lot, 55 feet to
the north-westerly angle thereof;
THENCE east along the northern limit of said lot, 132 feet
to the north easterly angle thereof;
THENCE south along the eastern limit of said lot, 55 feet to
a stake;
THENCE west parallel to the northern limit of said lot, 132
feet to the place of beginning.

As previously described in Instrument # 81275

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THIS AGREEMENT made in triplicate this 20th day of December , 1993 A.D.

BETWEEN:

The Incumbent and Church Wardens of
Holy Trinity Anglican Church, Fonthill,
and the Synod of the Diocese of Niagara
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;

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AND WHEREAS the Owner is desirous of constructing an addition to the Holy Trinity Anglican Church in accordance with Schedule "B" and "C" attached hereto, being a site 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 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" 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 Schedule "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 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 his own expense, to repair and forever maintain the storm drainage system located on the said lands.

(b) 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, dust free stoned parking areas or such other form of surfacing acceptable to the Town capable of accommodating the required parking spaces for motor vehicles.

(b) The Owner, at his own expense, shall construct and maintain stoned driveways or such other 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 ensure that any proposed lighting for driveways and parking areas shall be so arranged as to deflect away from adjacent properties.

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(d) 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.

(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 building 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.

(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, 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.

(b) 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.

(11) BUILDING AND SERVICES:

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

(12) DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this Agreement the Owners shall 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 \$5,000.00 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.

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(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 building addition as determined by the Chief Building Official and shall be maintained at all times in good condition.

(13) GENERAL:

(a) The Owner shall maintain and keep in repair driveways and access servicing the building located on the lands described in Schedule "A".

(14) 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.

(15) 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.

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

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(17) 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.

(18) 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

THE INCUMBENT AND CHURCH WARDENS
OF HOLY TRINITY ANGLICAN CHURCH, PENTWICH

PER: *David A. Browning*
RECTOR - DAVID A. BROWNING

PER: *Patricia A. Bartlett*
PATRICIA A. BARTLETT WARDEN

PER: *Donald Knight*
DONALD KNIGHT WARDEN

THE SYNOD OF THE DIOCESE OF NIAGARA

PER: *Walter G. Asbil*
BISHOP WALTER G. ASBIL

PER: *Peter B. Moore*
EXECUTIVE OFFICER
PETER B. MOORE

SCHEDULE "A"

Lot 7 and Part of Lot 6 on the west side of Chestnut Street and Lot 7 on the east side of North Pelham Street, Plan 716, Town of Pelham, formerly Village of Fonthill, Regional Municipality of Niagara which said Part of Lot 6 is more particularly described as follows:

- COMMENCING: at the south-west angle of said Lot 6;
- THENCE north along the western limit of said Lot, 11 feet to a stake which is the place of beginning of the lands to be described herein;
- THENCE north along the western limit of said lot, 55 feet to the north-westerly angle thereof;
- THENCE east along the northern limit of said lot, 132 feet to the north easterly angle thereof;
- THENCE south along the eastern limit of said lot, 55 feet to a stake;
- THENCE west parallel to the northern limit of said lot, 132 feet to the place of beginning.

SCHEDULE "D"

The site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
1. Stone, Grading & Berming	\$ 3,000.00
2. Asphalt Driveway Aprons	1,000.00
3. Fencing	1,000.00
	<hr/>
TOTAL ESTIMATED COSTS	\$ 5,000.00

CANADA) IN THE MATTER OF a site plan agree-
) ment between Holy Trinity Anglican
 PROVINCE OF ONTARIO) Church, Fonthill and the Corpora-
) tion of the Town of Pelham
)
 TO WIT:)

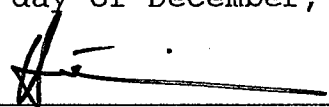
I, Robert William Peter Kemp Welch, of the City of St. Catharines,
 in the Regional Municipality of Niagara,

DO SOLEMNLY DECLARE:

1. I am the Chancellor of the Anglican Diocese of Niagara, and have knowledge of the matters hereinafter declared.
2. The Church of the Holy Trinity, Fonthill, is a parish of the Anglican Diocese of Niagara.
3. One parcel of land upon which the Church of the Holy Trinity, Fonthill is situate, being lands on Lot 7 on the east side of North Pelham Street, was conveyed to the Church Society of the Diocese of Toronto in 1862. The remaining parcels are vested, inter alia, in the Incumbent and Wardens of the Church of the Holy Trinity, Fonthill.
4. By virtue of an Act to Incorporate the Synod of the Diocese of Niagara (1876) and an Act to Simplify the Sales of Property Held in Trust for the Church of England in Canada in the Diocese of Niagara (1923) lands in the Diocese of Niagara previously owned by the Synod of the Diocese of Toronto or similar bodies were deemed held by the Diocese of Niagara or the Incumbent and Wardens of the parish concerned.
5. By virtue of an Act Respecting the Anglican Church of Canada (S.O. 1979, c.46) the Incumbent and Wardens of an Anglican Church parish in the Province of Ontario are deemed "Trustees" in accordance with the Religious Organizations Lands Act.
6. Accordingly, the appropriate parties in a site plan agreement with the Corporation of the Town of Pelham in this case would be Incumbent and Church Wardens of Holy Trinity Anglican Church, Fonthill and the Synod of the Diocese of Niagara.
7. All necessary approvals for this agreement in accordance with the Religious Organizations Lands Act and the Diocese of Niagara have been given.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

DECLARED before me at the City)
 of St. Catharines, in the Re-)
 gional Municipality of Niagara)
 this 16th day of December, 1993.)


 A Commissioner, etc.)

