

674151

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

'94 07 4 13 57

LAND REGISTRAR/REGISTRAR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 13 pages

(3) Property Identifier(s) Block Property

(4) Nature of Document
SITE PLAN AGREEMENT

(5) Consideration
NIL Dollars \$ nil

(6) Description
Part of Lot 11, Concession 14, in the Town of Pelham, the Regional Municipality of Niagara; formerly Township of Pelham, County of Welland, designated as Part 1 on Plan RD67.

(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
DOUG TUCKER CONSTRUCTION LTD.. (OWNER) by its solicitor, MORGAN, DILTS & TOPPARI R. A. Dilts 1994 07 04

(11) Address for Service 281 St. Paul Street, P.O. Box 216, St. Catharines, ON L2R 6S4

(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

(13) Address for Service 20 Pelham Town Square, Fonthill, ON L0S 1E0

(14) Municipal Address of Property
s/s Webber Road
Fonthill, Ontario
(Vacant land)

(15) Document Prepared by:
MORGAN, DILTS & TOPPARI
Barristers and Solicitors
P.O. Box 216, 281 St. Paul
St. Catharines, Ontario
L2R 6S4

Fees and Tax

Registration Fee

Total

- 3 -

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

(f) "PROFESSIONAL ENGINEER" shall mean a Professional Engineer registered with the Association of Professional Engineers.

(g) "PROFESSIONAL ARCHITECT" shall mean a Professional Architect registered with the Ontario Association of Architects.

(h) "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. 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.

3. (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.

4. STORM DRAINAGE SYSTEM:

(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's 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) The Owner covenants and agrees 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 system.

- 4 -

(c) The above noted stormwater drainage system on the site shall be maintained in proper operating condition at all times.

5. 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 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.

6. HYDRO:

(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.

7. 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 a minimum of 9 parking spaces for motor vehicles. Such parking area to be tar and chipped no later than November 30th, 1995.

(b) The Owner, at its own expense, shall construct and maintain tar and chip 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's offices prior to the issuance of a building permit. Such driveways to be tar and chipped no later than November 30th, 1995.

- 5 -

(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's offices prior to the issuance of a building permit.

(d) 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.

8. GRADING AND LANDSCAPING:

(a) The Owner agrees to have prepared by an Ontario Land Surveyor or Professional 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 drainage 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 Professional Engineer which indicates that the grades as stipulated on Schedule "B" to this agreement have 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 plan.

(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.

9. 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 Act, R.S.O. 1990, Chapter 0.40 and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.

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 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" and "C" attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

12. ADMINISTRATIVE AND CONSULTING COSTS:

The Owner shall pay the Town's costs in connection with this agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

13. ENGINEERING:

The Owner shall pay to the Town the sum of \$250.00 to cover the expense of the engineering review of the construction drawings by the Town Engineer.

14. 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 \$17,000.00 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, a Professional 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, notwithstanding paragraph 7 (a) and (b) contained herein, 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.

- 8 -

15. GENERAL:

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

16. 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.

17. 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.

18. The Owner agrees and consents to the registration of notice of this agreement against the said lands described in said Schedule "A" attached hereto.

- 9 -

19. This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this agreement or any negligence of any such person in the performance of the said obligation.

20. 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.

21. The Owner agrees that all plans shall be drawn by a Professional Architect or by a 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: *Hardi Collins*

Mayor HARDI COLLINS

PER: *Murray Hackett*

Clerk MURRAY HACKETT

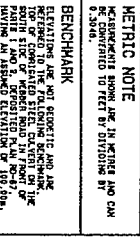
DOUG TUCKER CONSTRUCTION LTD.

PER: *Doug Tucker*

DOUG TUCKER

SCHEDULE "A"

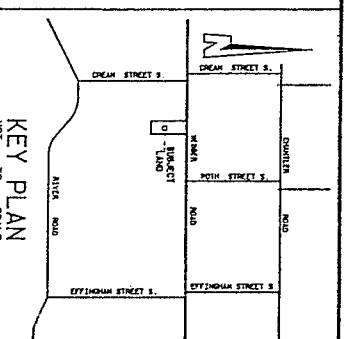
Part of Lot 11, Concession 14, in the Town of Pelham, the Regional Municipality of Niagara; formerly Township of Pelham, County of Welland, designated as Part 1 on Plan RD67.



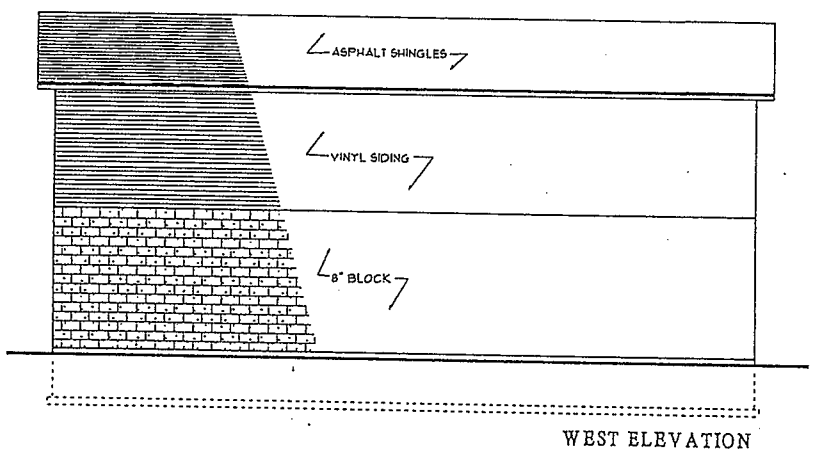
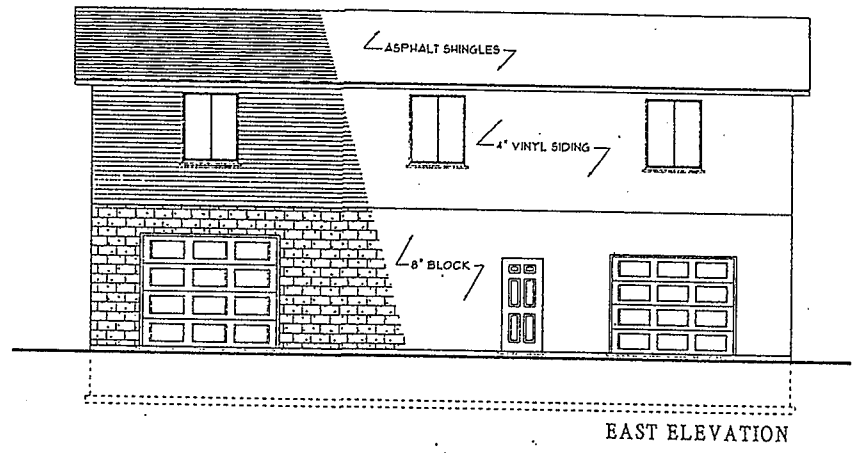
SITE PLAN OF
PART OF LOT 11 CONCESSION 14
TOWNSHIP OF PELHAM
HON. JR. THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1" = 200'

1994

[illegible]

SCHEDULE "C"



GENERAL NOTES

1. ALL WORK PERFORMED AND MATERIAL SUPPLIED SHALL COMPLY TO THE LATEST EDITION OF THE ONTARIO BUILDING CODE.

2. NAUTA HOME DESIGNS IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS FOUND IN THESE BLUEPRINTS.

3. DO NOT SCALE BLUEPRINTS.

4. ALL WINDOW AND DOOR SIZES SHALL BE AS GRADE UNLESS NOTED OTHERWISE ON THESE PLANS.

NAUTA HOME DESIGNS
(416) 735-4075
RESIDENTIAL ARCHITECTURE
COMMERCIAL ARCHITECTURE

PROJECT:
GARAGE FOR TUCKER
CONSTRUCTION

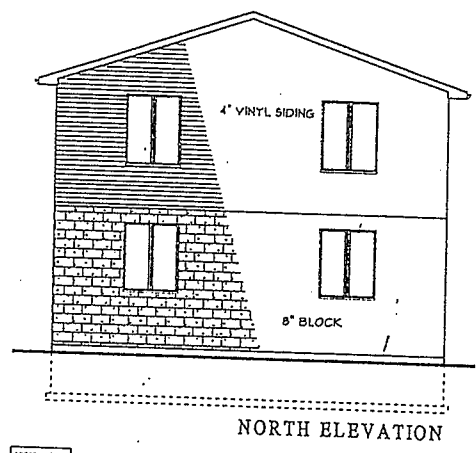
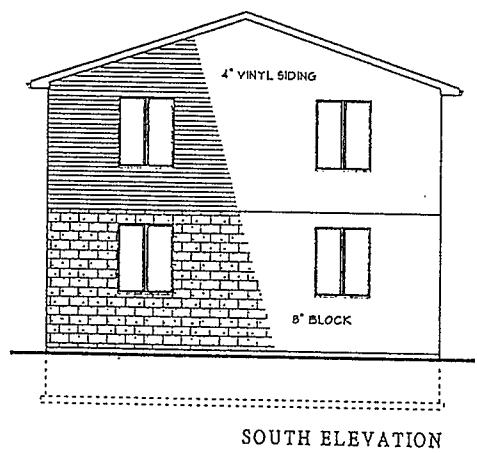
LOCATION:

LOT # _____
STR. _____
CITY _____

TITLE:

ELEVATIONS 3/4" = 1'

DATE: APRIL '14 **PAGE:** 1 OF 5



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NAUTA HOME DESIGNS
(416) 735-4075
RESIDENTIAL ARCHITECTURE
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PROJECT:
GARAGE FOR TUCKER
CONSTRUCTION

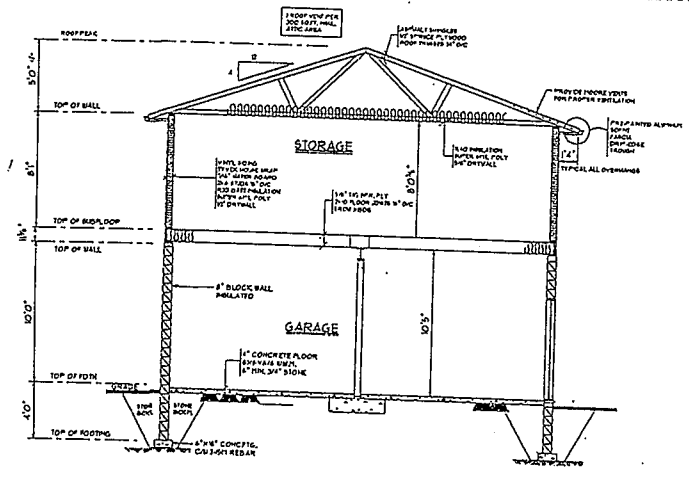
LOCATION:

LOT # _____
STR. _____
CITY _____

TITLE:

ELEVATIONS AND CROSS SECTION 3/4" = 1'

DATE: APRIL '14 **PAGE:** 2 OF 5



S C H E D U L E " D "

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
1. Asphalt Paving	\$ 3,000.00
2. Curbing	1,000.00
3. Servicing (Electrical, cistern, septic system)	10,000.00
4. Driveways	1,500.00
5. Landscaping	1,500.00
	<hr/>
TOTAL ESTIMATED COSTS	\$17,000.00
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