

686603

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD(58)WELLAND

'95 03 30 14 34

Land Registrar/REGISTRAR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document
SITE PLAN AMENDMENT AGREEMENT

(5) Consideration
Dollars \$

(6) Description
Part of Lot 11, Concession 14, Town of Pelham, Regional Municipality of Niagara, formerly Township of Pelham, County of Welland and 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 Amendment Agreement attached.

Continued on Schedule

(9) This Document relates to instrument number(s)
674151

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature Y M D
DOUG TUCKER CONSTRUCTION LTD.
(Owner)

(11) Address for Service
281 St. Paul Street, P. O. Box 216, St. Catharines, Ontario, 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
(Town/Applicant) BROOKS, BIELBY & SMITH
By its Solicitors PER. 1995 03 28
BROOKS, BIELBY & SMITH
(R. Bruce Smith)

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

(14) Municipal Address of Property
550 Webber Road
R. R. #5
Welland, Ontario
L3B 5N8

(15) Document Prepared by:
R. Bruce Smith
BROOKS, BIELBY & SMITH
Barristers and Solicitors
247 East Main Street
Welland, Ontario
L3B 5N9

Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this 13TH day of MARCH ,
1995 A.D.

BETWEEN:

DOUG TUCKER CONSTRUCTION LTD.
Hereinafter called the "Owner"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
Hereinafter called the "Town"
OF THE SECOND PART

WHEREAS the Owner and the Town entered into a site plan agreement dated June 23, 1994 and registered in the Land Registry Office for the Land Titles Division of Niagara South on July 4, 1994 as Instrument No. 674151 (the "Site Plan Agreement");

AND WHEREAS the Owner wishes to amend the Site Plan Agreement and the Town has agreed to such amendment on certain terms and conditions as provided for herein;

NOW THEREFORE WITNESSETH THAT in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town (the receipt thereof is hereby acknowledged), the parties hereto mutually covenant and agree as follows:

1. THAT Schedule "E" attached hereto is hereby added as Schedule "E" to the Site Plan Agreement to more particularly set out the amendment to the second floor plan of the subject building being an accessory residential apartment dwelling.

2. THAT paragraph 17 of the Site Plan Agreement is hereby deleted and replaced with the following:

"17. (a) The Owner covenants for itself, its successors and assigns and the owners from time to time of the said lands that 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.

- (b) The Owner shall construct the second floor accessory residential apartment dwelling in accordance with Schedule "E" and in accordance with the acoustic insulation standards of Canada Mortgage and Housing Corporation.
- (c) Any purchasers and/or tenants acquiring an interest in the subject lands or residing in the subject building are to be advised by the Owner and all successors in title that despite the inclusion of noise control features within the development, noise from increasing aircraft and aircraft passbys directly overhead may continue to be of concern, occasionally interfering with some activities of the occupants."

3. THAT all the terms and conditions as contained in the Site Plan Agreement and the schedules attached thereto shall, except as amended herein, remain the same.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE
TOWN OF PELHAM

Per: *R. Beamer*
MAYOR - R. BEAMER

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.



550 WEBER RD.

Nov. 24/94

Dec. 19th, 1994

$\frac{d}{dt} \left(\frac{1}{r^2} \right) = -\frac{2}{r^3} \frac{dr}{dt}$