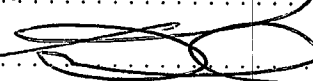


1825

<div>FOR OFFICE USE ONLY</div> <div>713784</div> <div>CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT NIAGARA SOUTH/SUD(S9)WELLAND</div> <div>96 10 7 11 31</div> <div>ACTING LAND REGISTRAR REGISTRAR EN PROVISoire</div> <div>New Property Identifiers</div> <div>Executions</div>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 13 pages	
		(3) Property Identifier(s) Block Property		Additional: See Schedule <input type="checkbox"/>	
		(4) Nature of Document			
		(5) Consideration		Dollars \$	
		(6) Description			
		(7) This Document Contains:		(b) Schedule for:	
		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
(8) This Document provides as follows:					
See Site Plan Agreement attached.					
In addition, refer to Notarial Copy of Letters of Administration for the Estate of Maurice Alan Young, dated May 26, 1988, registered on July 17, 1991 as instrument No. 612529.					
Continued on Schedule <input type="checkbox"/>					
(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	
YOUNG, Maurice Alan - Estate					
YOUNG, Betty (Administratrix) (Owner)					
(11) Address for Service 122 Dunvegan Road, Toronto, Ontario, L4V 2R3					
(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 BROOKS, BIELBY & SMITH		PER: 		1996 10 07	
		(R. Bruce Smith)			
(13) Address for Service P. O. Box 400, Fonthill, Ontario, L0S 1E0					
(14) Municipal Address of Property		(15) Document Prepared by:		Fees and Tax	
Not Assigned		R. Bruce Smith Brooks, Bielby & Smith Barristers and Solicitors 247 East Main Street P. O. Box 67 Welland, Ontario L3B 5N9		Registration Fee	
				Total	

THIS AGREEMENT made in triplicate this 19th day of August , 1996 A.D.

BETWEEN:

THE ESTATE OF MAURICE YOUNG

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 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 free standing structure for the purpose of a drive-thru restaurant in accordance with Schedules "B", "C" and "D" attached hereto, being the site plan, landscape plan and site grading and servicing plan respectively, and filed in the Town's offices;

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. 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) "DIRECTOR" shall mean the Director of Operations 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) "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, 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 lands in accordance with the terms and conditions contained herein and as shown on Schedules "B", "C" and "D" 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 lands except in accordance with the terms and conditions contained herein and shown on said Schedule "B", "C" and "D" attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.

4. **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 lands, such construction to be in accordance with specifications and a design approved by the Director 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 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 sewer 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.

5. SANITARY SYSTEM:

(a) The Owner shall, at its own expense, construct a sanitary sewer lateral 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 Director and filed in the Town's 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.

6. WATER SUPPLY:

(a) The Owner shall, at its 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 Director and filed in the Town's offices prior to the issuance of a building permit.

(b) The Owner shall comply with the provisions of the Ontario Water Resources Act and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.

7. 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 originally flowing through, into or over the area of the site, to the street storm sewer system or other outlet approved by the Director. This grading plan shall be approved by the Director. This grading plan shall be approved by the Director 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 "D" 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 landscape plan attached hereto as Schedule "C".

(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. 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.

9. 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.

10. FLOODLIGHTING:

(a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed as to deflect from adjacent buildings and streets.

11. PARKING, CURBING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, paved asphalt parking areas and driveways or such other form of hard surfacing acceptable to the Town.

(b) The Owner shall, at its own expense, resurface all existing asphalt areas.

(c) The Owner shall, at its own expense, curb all asphalt areas including curbing at the Haist Street access to the radius points on Haist Street as detailed on the Site Grading and Service Plan attached hereto as Schedule "D".

12. HAIST STREET RESURFACING:

(a) The Owner shall pay to the Town cash in the sum of \$6,000.00 being the cost of resurfacing Haist Street from the north limit of Highway #20 to the north tangent point of the ingress/egress on Haist Street.

(b) The Owner shall, at its own expense, resurface the Haist Street ingress/egress approach.

13. EXTERIOR UPGRADING OF EXISTING BUILDING:

(a) The Owner shall, at its own expense, upgrade the north wall of the existing building to reflect the improvements of the remaining existing exterior three walls.

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

15. ENGINEERING:

(a) For the purposes hereof the term "works" means any and all works required to be carried out within the road allowance of Highway #20.

(b) The Owner shall pay to the Town the sum of \$2,500.00 to cover the expense of inspection of the works by the Director.

16. 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.

17. DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this Agreement the Owner 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 \$66,000.00 as set out in Schedule "E" attached hereto and forming part of this Agreement.

(b) Such deposit shall be paid to the Town in cash or in the form of a 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 the terms of this Agreement.

(d) Upon completion of the facilities and works, an Architect or Professional Engineer 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 the agreements 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.

18. GENERAL:

(a) The Owner shall maintain and keep in repair, driveways and access servicing the buildings located in the development.

(b) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the 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 lands 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.

19. 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.

20. 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.

21. The Owner agrees and consents to be registration of notice of this Agreement against the said lands described in said Schedules "A" attached hereto.

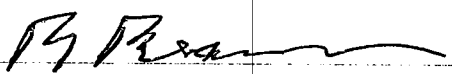
22. This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform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

23. 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.

24. 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 respective corporate seal(s) duly attested to by their proper officers authorized in that regard.


THE CORPORATION OF THE TOWN OF PELHAM

PER: 
Mayor Ralph Beamer

PER: 
Clerk Murray Hackett

THE ESTATE OF MAURICE YOUNG

PER: 
ADMINISTRATOR OF THE
ESTATE OF MAURICE YOUNG


WITNESS

PER: _____

SCHEDULE "A"

Legal Description

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham, formerly in the Township of Pelham, in the Regional Municipality of Niagara (formerly in the County of Welland) and being composed of part of the original road allowance between Lots 2 and 3 in the 7th Concession and parts of Lots 2 and 3 in the said 7th Concession, more particularly described as follows:

PREMISING that the bearings herein are astronomic and are referred to the meridian through the southeast corner of Lot 7, Concession 7, in the Township of Pelham in longitude 79 degrees 06 minutes 30 seconds west;

BEGINNING at the southwest corner of Lot 2;

THENCE North 1 degree 06 minutes 30 seconds west along the west limit of Lot 2, a distance of 26.97 feet;

THENCE North 88 degrees 49 minutes 30 seconds east, 16 feet to the Point of Commencement;

THENCE North 43 degrees 51 minutes 30 seconds east, 70.76 feet to a monument in the west limit of a public road known as Halst Road;

THENCE North 1 degree 06 minutes 30 seconds west along the west limit of Halst Road, 130 feet to an iron post planted;

THENCE South 80 degrees 50 minutes 30 seconds west, a distance of 210 feet to an iron post planted;

THENCE South 1 degree 06 minutes 30 seconds east, a distance of 180.06 feet to an iron bar;

THENCE North 88 degrees 49 minutes 30 seconds east along the north limit of the road allowance between Concession 7 and 8 as widened by D.H.O. Deposited Plan Number 80507, a distance of 160 feet to the Point of Commencement.

Above-mentioned road allowance closed by By-law No. 1851 for the Township of Pelham;

Said lands shown on Plan of Survey attached to registered Instrument #249077.



NOTES:-

THESE DRAWINGS SHOULD BE CHECKED FOR CONFORMANCE TO LOCAL, PROVINCIAL, AND STATE BUILDING CODES

THE CONTRACTOR SHOULD ENSURE THAT THESE DRAWINGS ARE SUFFICIENT FOR ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND ELECTRICAL REQUIREMENTS TO SATISFY MUNICIPAL, REGIONAL, PROVINCIAL AND STATE REQUIREMENTS.

THESE DRAWINGS SHOULD NOT BE SCALED

[illegible]

**FONTHILL ONT.
HAIST ROAD
161 HIGHWAY NO. 20**

**TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA**

DWG. TITLE

SITE PLAN

DWN BY SDP	CKD BY BDY

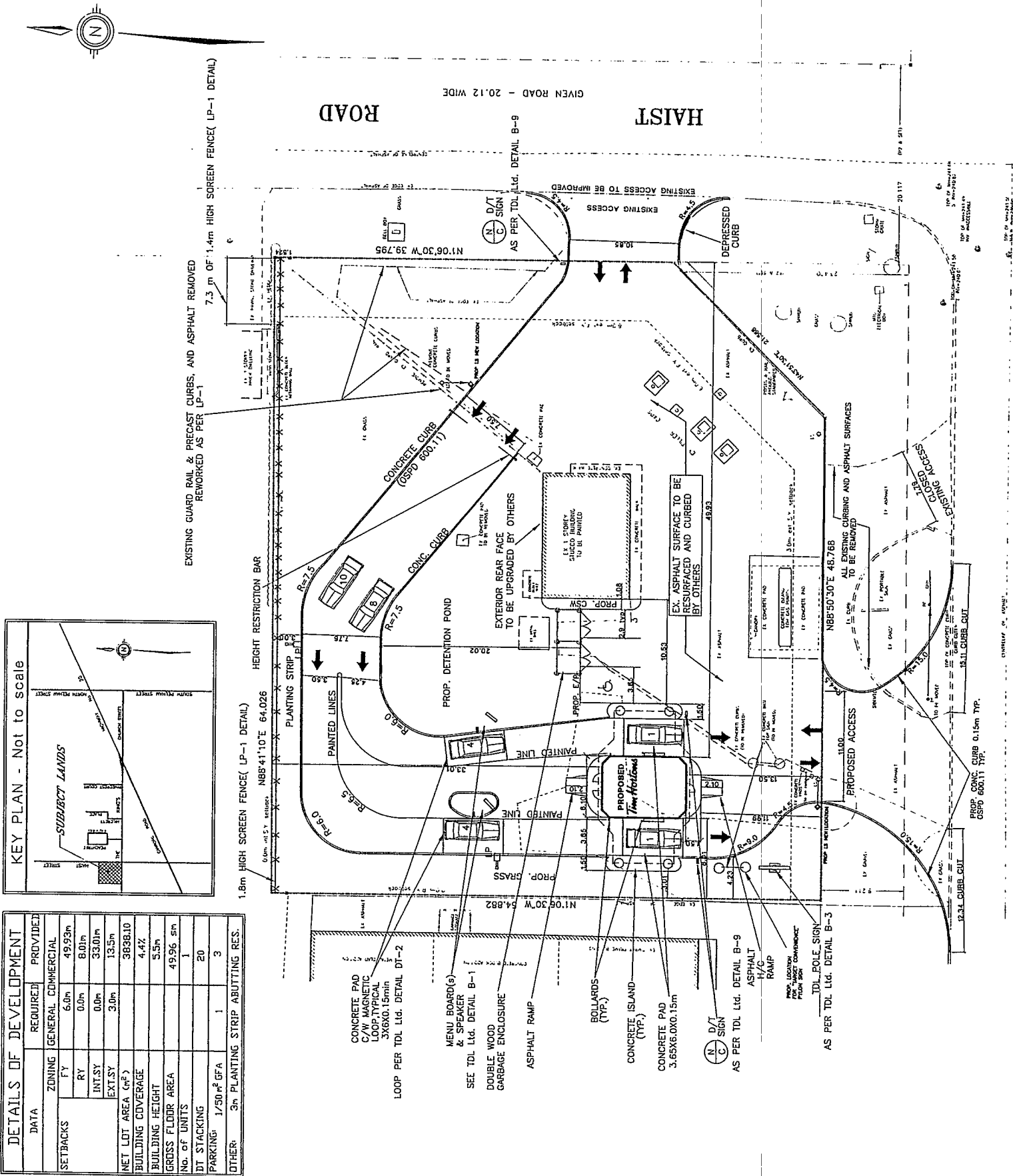
DATE FEB. 26, 1996

SCALE 1/250

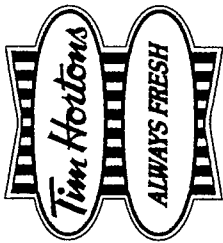
PROJECT NO.
FONT2.CAD/PROP/PSP/95

SP-1

15/A/96



SCHEDULE "C"



Tim Hortons

OPERATED BY THE TDL GROUP LTD.
874 SINCLAIR ROAD
OAKVILLE, ONTARIO, CANADA
L6Y 2Y1
TEL: (905) 844-6511
FAX: (905) 844-2331

NOTES:
THESE DRAWINGS SHOULD BE CHECKED FOR CONFORMANCE TO LOCAL, PROVINCIAL, AND STATE BUILDING CODES.
THE CONTRACTOR SHOULD ENSURE THAT THESE DRAWINGS MEET ALL REQUIREMENTS OF THE CANADIAN NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL APPLICABLE ELECTRICAL, MECHANICAL, AND ELECTRICAL REQUIREMENTS.
THESE DRAWINGS SHOULD NOT BE SCALED.

REV	NO.	DATE	BY	CHKD BY	DESCRIPTION
1	16/11/95				ISSUED
2	06/06/96				REVISED PER CITY COMMENTS
3	18/06/96				REVISED PER BM COMMENTS
4	19/06/96				REVISED PER CITY COMMENTS
5	01/08/96				REVISED PER CITY COMMENTS
6	14/08/96				REVISED PER CITY COMMENTS

FONTHILL
151 HIGHWAY NO. 20
HAIST ROAD

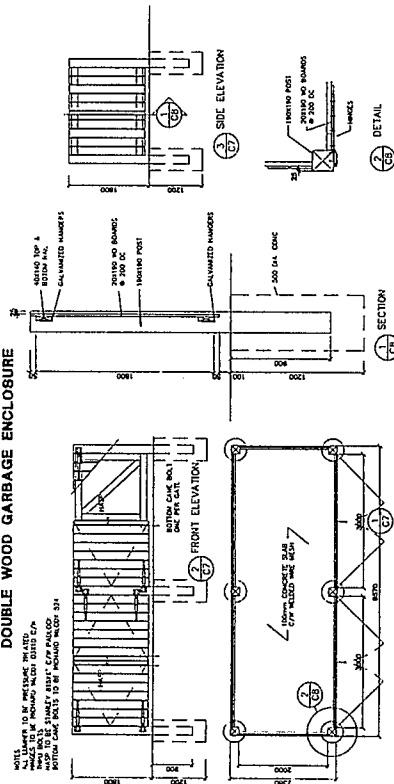
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

LANDSCAPE PLAN

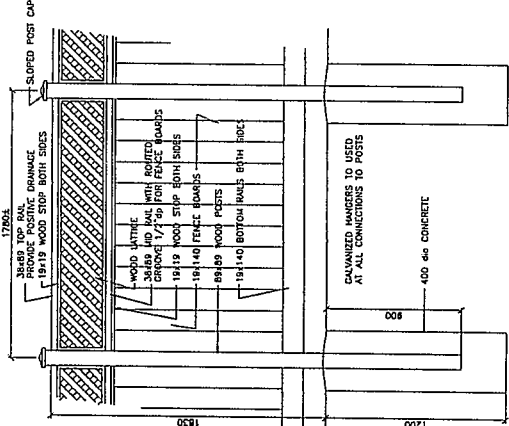
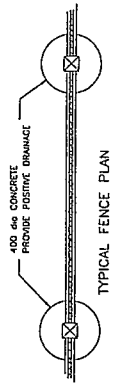
DWN BY	SDP	CKD BY	BDY
DATE	NOV. 16, 1995		
SCALE	1/250		
PROJECT NO	FONT LP/CAD/PROP/LP/95		
DWG NO	LP-1		14/8/96



DOUBLE WOOD GARBAGE ENCLOSURE

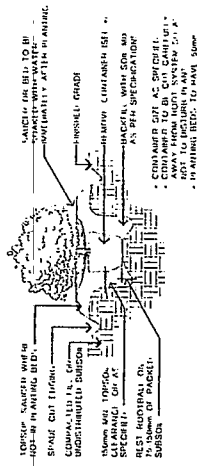


Item	Common Name	Botanical Name	Size	Quan.	Remarks
A	Sarcocoe Euonymus	Euonymus fortunei 'Sarcocoe'	0.4m	36	
B	Golden Pfitzer Juniper	Juniperus chinensis 'Pfitzerana Aurea'	0.5m	7	
C	Goldflame Spirea	Spirea bumalda 'Goldflame'	0.5m	11	

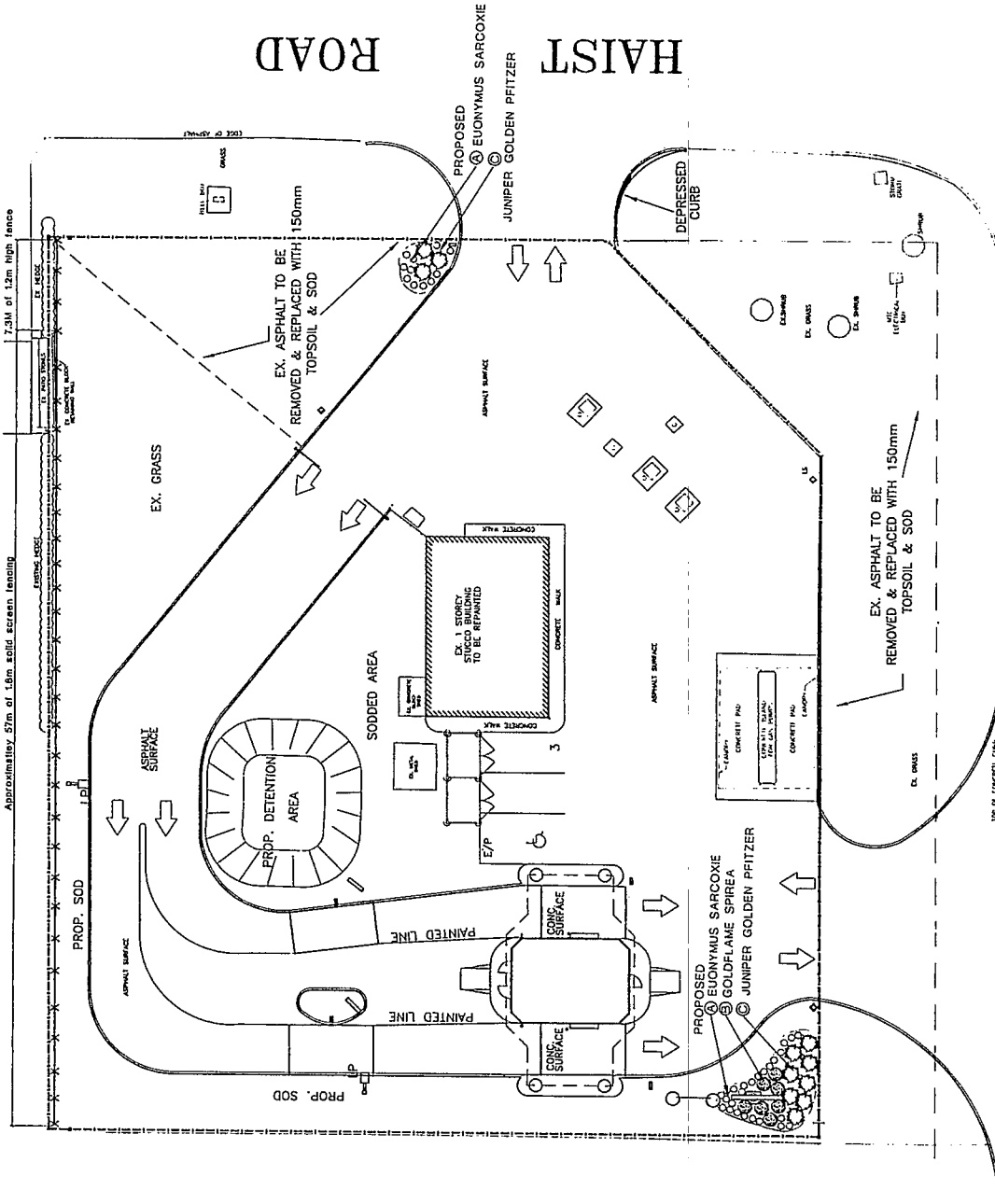


TYPICAL WOOD FENCE BOARD AND LATTICE

NOT TO SCALE

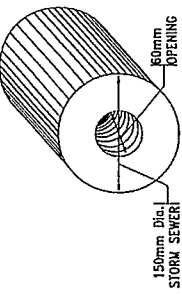
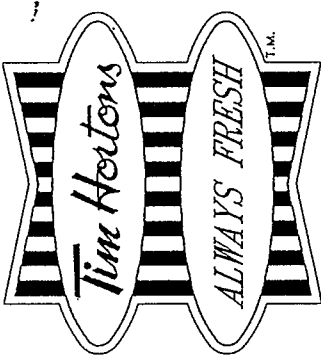


SHRUB PLANTING DETAIL



THE KING'S HIGHWAY No 20

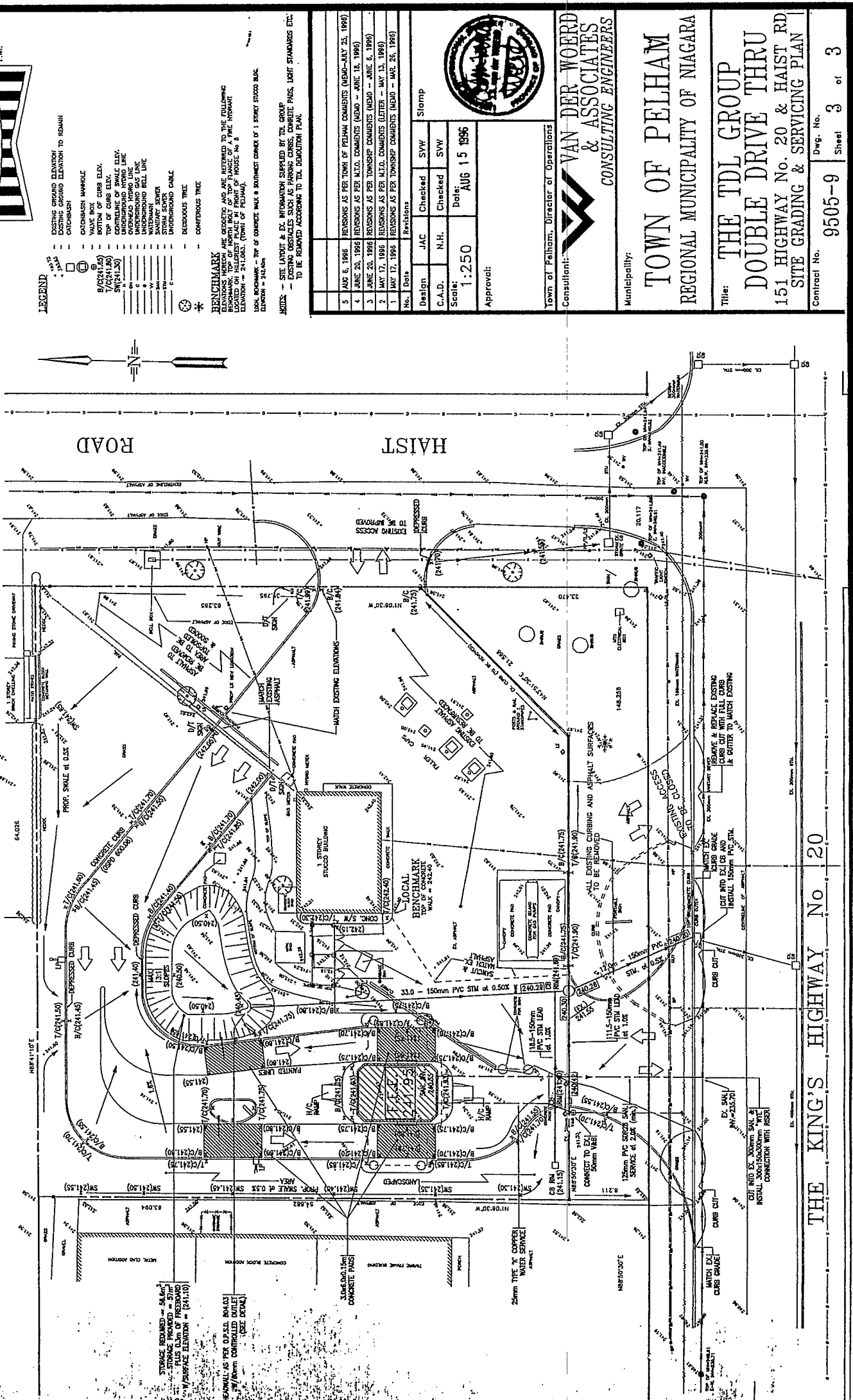
SCHEDULE "D"



Controlled Outlet Detail
N.T.S.

- SANITARY SEWERS**
- Minimum bedding requirements for all sanitary sewer connections shall be Class "B" granular bedding to a depth of 0.5m. 100% of the bedding shall be compacted.
 - Sanitary sewer to be PVC DR 25 with rubber gasket joints.
 - Sanitary sewer to be installed with a minimum of 0.5% slope.
 - Sanitary sewer to be installed with a minimum of 0.5% slope.
- WATERMANS**
- Water connection shall be 25mm x 1/2" x 1/2" with a minimum of 1.2m cover.
 - Minimum cover on watermain 1.2m.
 - Sanitary sewer to be installed with a minimum of 0.5% slope.
 - Sanitary sewer to be installed with a minimum of 0.5% slope.

- STORM SEWERS**
- Storm sewer to be reinforced concrete pipe as per CSA A307.2 or PVC SDR 35.
 - Minimum bedding requirements for all storm sewer connections shall be Class "B" granular bedding to a depth of 0.5m. 100% of the bedding shall be compacted.
 - Storm sewer to be installed with a minimum of 0.5% slope.
 - Storm sewer to be installed with a minimum of 0.5% slope.
- GENERAL**
- Information regarding any existing structures and/or utilities shown in this set of plans shall be verified by the contractor. The contractor shall interpret the information as the best fit with the understanding that the owner disclaims any responsibility for the accuracy and/or sufficiency.
 - All dimensions shall be checked and verified in the field by the contractor prior to any construction and the field report any discrepancies immediately to the engineer.
 - Revisions of existing structures and/or utilities shall be shown as changes or as detailed by the engineer at the expense of the contractor.
 - Approved by the owner and/or engineer and/or architect and/or landscape architect shall be interpreted to be a final design and shall not be altered without written consent from the Consultant.
 - Pipe shall be installed.
 - Sanitary sewer to be installed with a minimum of 0.5% slope.
 - Sanitary sewer to be installed with a minimum of 0.5% slope.



No.	Date	Revisions
1	JAN 17, 1996	REVISIONS AS PER TOWN OF PELHAM COMMENTS (MEMO - JAN 17, 1996)
2	JAN 17, 1996	REVISIONS AS PER TOWN OF PELHAM COMMENTS (MEMO - JAN 17, 1996)
3	JAN 17, 1996	REVISIONS AS PER TOWN OF PELHAM COMMENTS (MEMO - JAN 17, 1996)
4	JAN 17, 1996	REVISIONS AS PER TOWN OF PELHAM COMMENTS (MEMO - JAN 17, 1996)
5	JAN 17, 1996	REVISIONS AS PER TOWN OF PELHAM COMMENTS (MEMO - JAN 17, 1996)

VAN DER WOERD & ASSOCIATES CONSULTING ENGINEERS

Town of Pelham, Director of Operations

Consultant:

Municipality:

TOWN OF PELHAM

REGIONAL MUNICIPALITY OF NIAGARA

Title: **THE TDL GROUP**

DOUBLE DRIVE THRU

151. HIGHWAY No. 20 & HAIST RD

SITE GRADING & SERVING PLAN

Contract No. 9505-9

Dwg. No. 3

Sheet 3 of 3

SCHEDULE " E "

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

Item	Cost Estimate
1. Asphalt Paving (Parking Lot)	\$20,000.00
2. Curbing	9,000.00
3. Storm Sewer & Stormwater Management	15,000.00
4. Sanitary Sewer	3,000.00
5. Watermain	3,000.00
6. Landscaping and Fencing	15,000.00
7. Upgrading Existing Building	1,000.00
TOTAL ESTIMATED COSTS	<u>\$66,000.00</u>