

<div>FOR OFFICE USE ONLY</div> <div>113783</div> <div>CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT NIAGARA SOUTH/SUD(59)WELLAND</div> <div>New Property Identifiers</div> <div>96 10 7 11 31</div> <div>ACTING LAND REGISTRAR REGISTRAR EN FONCTION</div> <div>Additional: See Schedule</div> <div>Executions</div> <div>Additional: See Schedule</div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 13 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Nature of Document			
	Site Plan Agreement			
	(5) Consideration			
Dollars \$				
(6) Description				
Part Lot 20, Concession 10, Town of Pelham (formerly Township of Pelham), Regional Municipality of Niagara.				
As previously described in instrument No. 687507.				
And more particularly described in the attached schedule "A".				
(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 checked="" type="checkbox"/>	
(8) This Document provides as follows:				
See Site Plan Agreement attached.				
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
766432 ONTARIO INC.				
as to an undivided 39% interest				
706014 ONTARIO INC.				
as to an undivided 61% interest				
(Owners.)				
(11) Address for Service 935 Farr Road, R. R. #4, Fenwick, Ontario, L0S 1C0				
(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		BROOKS, BIELBY & SMITH		
(Town/Applicant)				
by its Solicitors		PER:		
BROOKS, BIELBY & SMITH		(R. Bruce Smith)		1996 10 04
(13) Address for Service P. O. Box 400, Fonthill, Ontario, L0S 1E0				
(14) Municipal Address of Property		(15) Document Prepared by:		
Not Assigned		R. Bruce Smith BROOKS, BIELBY & SMITH Barristers and Solicitors 247 East Main Street P. O. Box 67 Welland, Ontario L3B 5N9		
		Fees and Tax		
		Registration Fee		
		Total		

THIS AGREEMENT made in triplicate this 16TH day of SEPTEMBER, 1996 A.D.

BETWEEN:

766432 ONTARIO INC. & 706014 ONTARIO INC.

Hereinafter called the "Owners"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owners purport to be the owners of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Owners are desirous of constructing a floral distribution centre in accordance with Schedules "B", "C", and "D" attached hereto, being the site plan landscape plan, site drainage and grading plan, and elevations plan, respectively, 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 Owners 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 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 and drawings and schedules to this agreement.

2. The Owners agree 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 Owners agree 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", "C", and "D" attached hereto and forming part of this agreement to the reasonable satisfaction of the Town.

(b) And further, the Owners agree 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", "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 Owners shall, at their 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 Director and filed in the Town's offices prior to the issuance of a building permit. The Owners further undertake, at their own expense, to repair and forever maintain the storm drainage system located on the said lands.

(b) The Owners covenant and agree 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.

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

5. SANITARY FACILITY:

(a) The Owners shall, at their own expense, construct a sanitary facility on the said lands to adequately serve the proposed floral distribution centre, 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 Owners undertake to repair and forever maintain the sanitary facility located on the said lands.

6. HYDRO:

(a) The Owners shall cause to be installed, at their own expense, an underground hydro system to serve the development, in accordance with the plans and specifications approved by Ontario Hydro.

7. PARKING AND DRIVEWAYS:

(a) The Owners shall, at their own expense, provide and at all times maintain on the said lands, the stoned parking areas capable of accommodating a minimum of 59 parking spaces for motor vehicles. The Owners shall provide dust control adequate in the opinion of the Director.

8. GRADING AND LANDSCAPING:

(a) The Owners agree 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 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 Owners agree to submit a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule "C" to this agreement have been complied with.

(c) The Owners shall, at their 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 site plan.

(d) Unless otherwise approved or required by the Town, the Owners agree 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 Owners shall, at their 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 Owners 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.

10. BUILDING AND SERVICES:

(a) The Owners shall construct and the Town shall permit the construction of the buildings 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.

11. ADMINISTRATIVE AND CONSULTING COSTS:

The Owners 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.

12. 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 \$56,400.00 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 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 Owners, 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 Owners agree that all of the facilities and works required to be provided by the Owners shall be provided, installed or constructed by the Owners 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.

13. GENERAL:

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

(b) The Owners grant 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 Owners 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 Owners, 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.

14. The Owners 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 Owners covenant 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.

16. The Owners agree and consent to the registration of notice of this agreement against the said lands described in said Schedule "A" attached hereto.

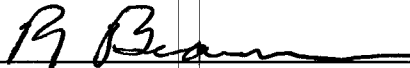
17. This agreement and the provisions hereof do not give to the Owners or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform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

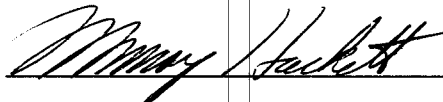
18. Notwithstanding any of the provisions of this agreement, the Owners, their successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the agreement or at the time of the execution of this agreement, whichever is applicable.

19. The Owners agree 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.

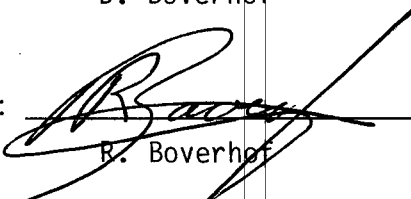
THE CORPORATION OF THE TOWN OF PELHAM

PER: 
Mayor - Ralph Beamer


PER: 
Clerk - Murray Hackett


766432 ONTARIO INC.

PER: 
D. Boverhof

PER: 
R. Boverhof

706014 ONTARIO INC.

PER: 
Albert Elmers

PER: 
K. Elmers

LEGAL DESCRIPTION

Part Lot 20, Concession 10, containing by admeasurement 31.086 acres, in the Town of Pelham, in the Regional Municipality of Niagara (formerly Township of Pelham, County of Welland) which parcel may be more particularly described as follows:

PREMISING that the bearing of the westerly limit of said Lot 20 is north 1 degree 19 minutes west astronomic and relating all bearings herein thereto.

COMMENCING at an iron bar planted in the northerly limit of said Lot, distant therein 418.0 feet measured south 86 degrees 58 minutes 30 seconds west from an iron bar marking the northeast angle of said Lot 20;

THENCE south 86 degrees 58 minutes 30 seconds west in the said northerly limit, 619.6 feet to a standard iron bar marking its intersection with the easterly limit of County Road No. 4, as widened by Registered Instrument No. 55430A;

THENCE south 43 degrees 14 minutes 45 seconds west, in the said easterly limit of County Road No. 4, a distance of 71.25 feet to a standard iron bar;

THENCE south 1 degree, 19 minutes east, still in the said easterly limit of County Road No. 4 as widened, a distance of 2018.6 feet to an iron bar planted in a fence line marking the southerly limit of the grantor's lands;

THENCE north 88 degrees 20 minutes east in and along the said fence line a distance of 636.88 feet to a standard iron bar;

THENCE north 0 degrees 25 minutes west 2084.2 feet more or less to the point of commencement.

SCHEDULE "B"

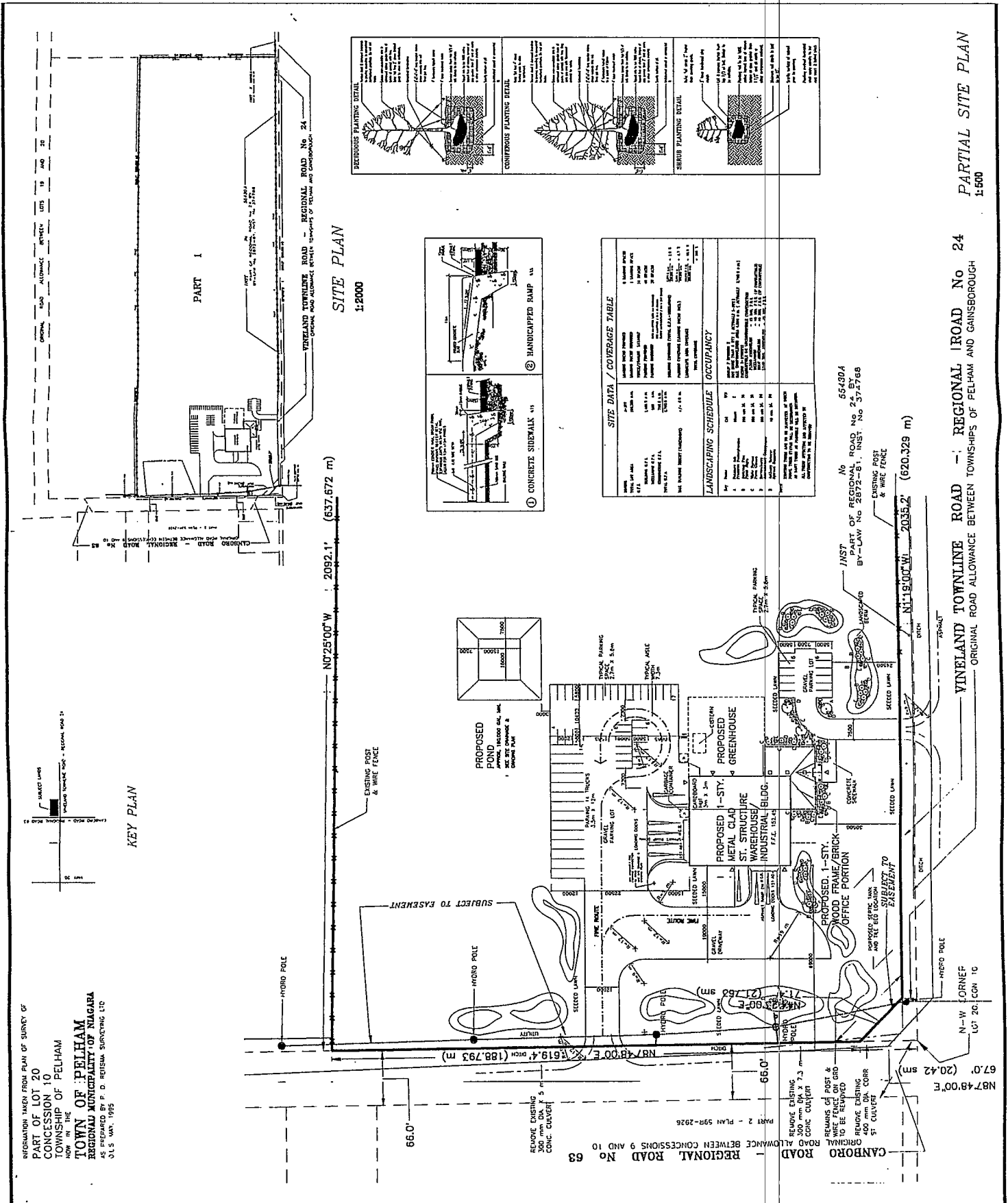
No	Date	Person	Text
1	JAN 27 1967	M. C. LAMONG	TOOK TO BANK THRU
2	JAN 27 1967	M. C. LAMONG	TOOK TO BANK THRU
3	JAN 27 1967	M. C. LAMONG	TOOK TO BANK THRU
4	JAN 27 1967	M. C. LAMONG	TOOK TO BANK THRU
5	JAN 27 1967	M. C. LAMONG	TOOK TO BANK THRU
6	JAN 27 1967	M. C. LAMONG	TOOK TO BANK THRU

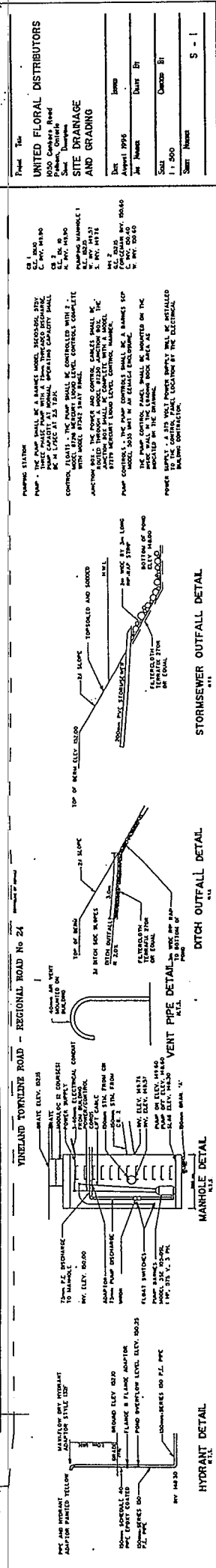
[illegible]

O.C.A. Architects

271 Dufferin St., Suite 100
Toronto, Ontario M6H 1S1
Tel. (416) 538-9910
Fax (416) 538-9941

Standard =			Drawing number = A-1
Titlepage =			
Location =			
Locales =			
Locales =			
Series	AS NOTED		
Drawn by =			
Checked by =			
File Number =			9011
Date =	MAY 1996		





SCHEDULE " E "

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

		<u>Cost Estimate</u>
1.	Gravelled parking lots and driveways	\$30,000.00
2.	Asphalt Loading docks	5,000.00
3.	Culverts, manholes and catch basins	4,000.00
4.	Pond	5,000.00
5.	Landscaping	
	Trees and shrubs	\$ 6,400.00
	Sidewalks	1,000.00
	Seeded lawn	2,000.00
	Final Grading	<u>3,000.00</u>
		\$12,400.00
		<u>\$12,400.00</u>
	TOTAL ESTIMATED COSTS	<u>\$56,400.00</u>