

<div>FOR OFFICE USE ONLY</div> <div>738368</div> <div>CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT NIAGARA SOUTH/SUD (59) WELAND</div> <div>'97 12 18 11 22</div> <div>ACTING LAND REGISTRAR REGISTRAR ADJUTE</div> <div>New Property Identifiers</div> <div>Executions</div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 10 pages		
	(3) Property Identifier(s)	Block	Property	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document NOTICE OF SITE PLAN AGREEMENT			
	(5) Consideration Dollars \$			
	(6) Description Part of Lot 17, Concession 10, formerly Township of Pelham, and Part of Lot 7 on the south side of West Canboro Road, Plan 703 designated as Parts 2 and 5 on Plan 59R-7304, Town of Pelham, Regional Municipality of Niagara.			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

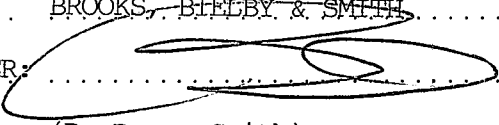
See Site Plan Agreement attached.

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s) ULRICH, Zenona (Owner)		

(11) Address for Service 679 Lakeshore Road East, P. O. Box 218, Port Colborne, Ontario, L3K 5V8

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s) THE CORPORATION OF THE TOWN OF PELHAM (Town/Applicant) by its solicitors Brooks, Bielby & Smith	BROOKS, BIELBY & SMITH PER:  (R. Bruce Smith)	1997 12 10

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

(14) Municipal Address of Property 854 Canboro Road R. R. #1 Fenwick, Ontario L0S 1C0	(15) Document Prepared by: R. Bruce Smith BROOKS, BIELBY & SMITH Barristers and Solicitors 247 East Main Street, Box 67 Welland, Ontario L3B 5N9	Fees and Tax	
		Registration Fee	
		Total	

FOR OFFICE USE ONLY

THIS AGREEMENT made in triplicate this *10th* day of *December*, 1997 A.D.

BETWEEN:

Zenona Ulrich

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 using the existing building for one or more of the uses permitted pursuant to Zoning By-law No. 1136 (1987), as amended by By-law No. 1792 (1996) in accordance with Schedule "B" attached hereto, being the site plan dated February 29, 1996 as revised in June 1996 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 OF OPERATIONS" shall mean the Director of Operations of the Corporation of the Town of Pelham.

(d) "DIRECTOR OF FINANCIAL SERVICES" shall mean the Director of Financial Services 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 Schedule "B" 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" 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, maintain the existing storm drainage system and outlet on the site to adequately serve the existing development on the lands. The Owner further undertakes, at its own expense, to repair and forever maintain the storm drainage system located on the lands.

(b) The Owner covenants and agrees that roof water drainage from the building located on the said lands 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 undertakes to repair and forever maintain the sanitary system located on the said lands.

6. PARKING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, the stoned parking areas capable of accommodating a minimum of 25 parking spaces for motor vehicles. The Owner shall provide dust control adequate in the opinion of the Director.

7. GRADING AND LANDSCAPING:

(a) The Owner agrees to have prepared by an Ontario Land Surveyor or Professional Engineer, a grading plan for the proposed parking area, said plan to clearly indicate the existing drainage pattern 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 existing storm drainage system or other outlet.

(b) The Owner agrees to submit a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the drainage as indicated 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 subject 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 as shown on Schedule "B" to this agreement.

(d) Notwithstanding clause 7(c) above and clause 12(g) upon completion of the said planting and landscaping shown on Schedule "B" to this agreement, the Owner shall not be responsible for the maintenance of the offsite planting and landscaping.

8. WATER SUPPLY:

(a) 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 Act and Regulations shall be enforced by the Town.

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. BUILDING AND SERVICES:

(a) The Town shall permit the renovation of the building on the lands described in Schedule "A" in accordance with Schedule "B", 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 Owner shall pay the Town's costs in connection with this agreement for preparation, processing, administration, registration 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 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 Owner and accepted by the Town); such estimated value being the sum of \$10,000.00 as set out in Schedule "C" 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 (landscaping) required to be provided by the Owner along the south and east property lines shall be provided, installed or constructed by the Owner within twelve (12) months after the date of execution of this agreement and shall be maintained at all times in good condition.

(h) The Owner further agrees that all of the remaining 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 of occupancy 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 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.

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

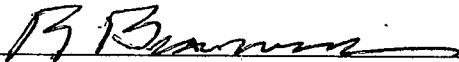
17. This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform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

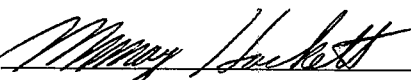
18. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the agreement or at the time of the execution of this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

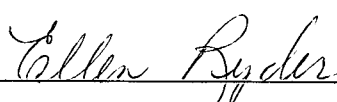
19. The Owner agrees that all plans shall be drawn by a Professional Architect or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

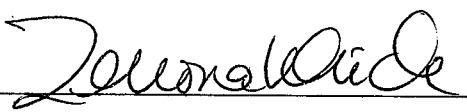
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

THE CORPORATION OF THE TOWN OF PELHAM

PER:   
Mayor Ralph Beamer

PER:   
Clerk Murray Hackett

  
As to the Signature of Zenona Ulrich

PER:   
Zenona Ulrich

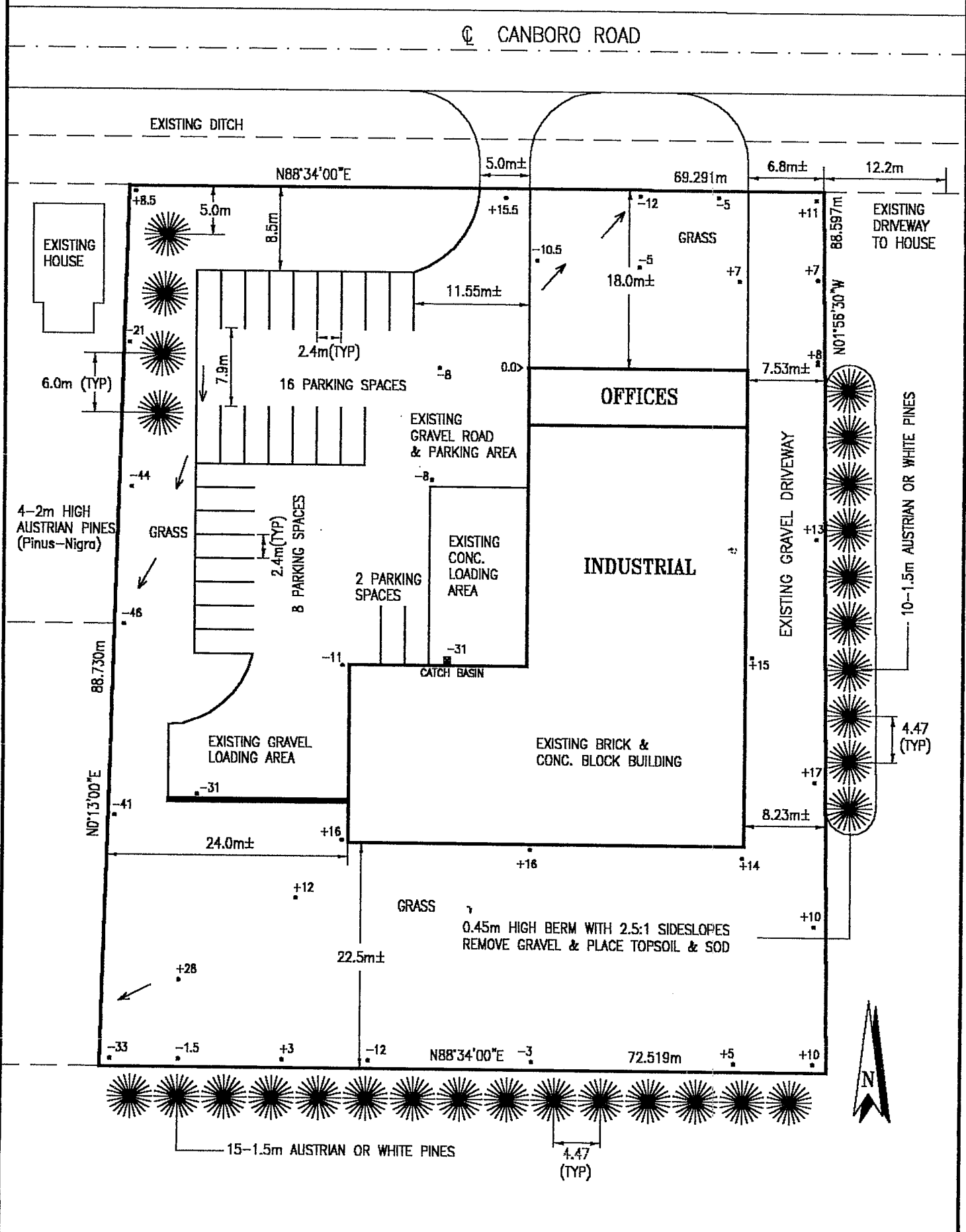
## SCHEDULE "A"

LEGAL DESCRIPTION

Parts of Lot 7, Plan 703 & 17, Concession 10, Town of Pelham, Regional Municipality of  
Niagara, more particularly described as Parts 2 and 5 of Plan 59R-7304



SCHEDULE "B"



LEGAL DESCRIPTION

PARTS OF LOT 7 PLAN 703 & 17, CONCESSION 10. TOWN OF PELHAM. REGIONAL MUNICIPALITY OF NIAGARA  
More particularly described as: PARTS 2 AND 5 OF PLAN 59R-7304

SITE ANALYSIS

CURRENT ZONING:	CR-132	BUILDING USAGE:	PARKING SPACES:	LOADING SPACES:
SITE AREA:	8293m <sup>2</sup>	INDUSTRIAL - 1241 m <sup>2</sup>	26	3
BUILDING AREA:	1556m <sup>2</sup>	OFFICE - 117 m <sup>2</sup>		

COVERAGE:

BUILDING	21.5%
LANDSCAPING	50.1%
PARKING, LANEWAYS & LOADING AREA	28.3%

OWNER:

Z. ULRICH

PROJECT:

854 CANBORO ROAD

DRAWING:

SITE PLAN

DRAWN BY:

DV

DATE: DEC. 04/87

SCALE:

1:500

SCHEDULE "C"

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

	<u>Item</u>	<u>Cost Estimate</u>
1.	Landscaping	\$ 7,000.00
2.	Stoned Parking Area	<u>3,000.00</u>
	TOTAL ESTIMATED COSTS	<u>\$10,000.00</u>