


FOR OFFICE USE ONLY	
<div>1 T 1 H 1 0 0 1 CERTIFICATE OF RECEIPT RECEIVED NIAGARA COUNTY CLERK'S OFFICE SEP 01 12 05 PM</div>	
<div>New Property Identifiers Additional: See Schedule <input type="checkbox"/></div>	
<div>Executions Additional: See Schedule <input type="checkbox"/></div>	
(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>
(3) Property Identifier(s) 64061-0264 (LT) 64061-0368 (LT)	Block Property Additional: See Schedule <input checked="" type="checkbox"/>
(4) Nature of Document NOTICE OF SITE PLAN AGREEMENT	
(5) Consideration Dollars \$	
(6) Description FIRSTLY: Part of Thorold Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara, as in instrument No. RO590249, being all of P.I.N. 64061-0264 (LT). SECONDLY: Part of Thorold Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara, designated as Part 1 on 59R-8128 together with right-of-way over Part 1 on 59R-10688, being all of P.I.N. 64061-0368 (LT). THIRDLY: see attached schedule.	

(8) This Document provides as follows:
The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the lands registered in the names of the Juvenile Detention (Niagara) Inc., John Reynold Emons and Elinor Frances Emons, and hereby applies under Section 71 of the Land Titles Act for the entry of a Notice of Site Plan Agreement in the register for the said parcels.

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
JUVENILE DETENTION (NIAGARA) INC.	
JOHN REYNOLD EMMONS	
ELINOR FRANCES EMMONS	
(Owners)	
(11) Address for Service Juvenile Detention (Niagara) Inc., 214 Highway #20 East, Fonthill, Ontario, L0S 1E6 John Reynold Emons & Elinor Frances Emons, P. O. Box 250, Fonthill, Ontario, L0S 1E0	Signature(s) Date of Signature Y M D
(12) Party(ies) (Set out Status or Interest) Name(s)	
THE CORPORATION OF THE TOWN OF PELHAM (Town/Applicant) by its Solicitors Brooks, Bielby & Smith	
Signature(s) Date of Signature Y M D	
PER:  (R. Bruce Smith)	
1999 09 01	
(13) Address for Service P. O. Box 400, Fonthill, Ontario, L0S 1E0	
(14) Municipal Address of Property	
(15) Document Prepared by: R. Bruce Smith Brooks, Bielby & Smith 247 East Main Street Welland, Ontario L3B 3X1	
214 Highway #20 East Fonthill, Ontario L0S 1E6	
FOR OFFICE USE ONLY	
Fees and Tax	
Registration Fee	
Total	

THIS AGREEMENT made in triplicate this 26th day of August, 1999 A.D.
BETWEEN:

JUVENILE DETENTION (NIAGARA) INC.
Hereinafter called the "Owner"
OF THE FIRST PART

- and -

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

- and -

JOHN REYNOLD EMMONS and ELINOR FRANCES EMMONS
Hereinafter called the "Emmons"
OF THE THIRD PART

WHEREAS the Owner covenants that it is the owner of the lands in the Town of Pelham described as Firstly and Secondly in Schedule "A" attached hereto (the "Owner Lands");

AND WHEREAS the Owner is desirous of constructing a free standing 2 storey building in accordance with Schedule "B", attached hereto, being the site plan, and filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

AND WHEREAS the Emmons are the owners of the lands described as Thirdly in Schedule "A" (the Emmons Lands") over which they have given the Owner a right-of-way for access for ingress and egress.

AND WHEREAS the Emmons hold a charge on the lands described as Secondly in Schedule "A";

AND WHEREAS this Agreement and the site plan are applicable to all the lands as described in Schedule "A";

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 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) "ONTARIO LAND SURVEYOR" shall mean an Ontario Land Surveyor registered with the Association of Ontario Land Surveyors.

(i) "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 development proposed on the lands. The Owner further undertakes, at its own expense, to repair and forever maintain the storm drainage system located on the said lands. Minor changes to the storm drainage system may be permitted subject to the approval of the Director.

(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 eaves troughs 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 storm drainage system 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. LOT DRAINAGE AND LANDSCAPING:

(a) The Owner agrees to have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed lot drainage 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 lot drainage plan, attached hereto as Schedule "B", shall be approved by the Director prior to the execution of this agreement. Minor changes to the lot drainage may be permitted subject to the approval of the Director.

(b) The Owner agrees to submit a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the elevations 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 landscape plan attached hereto as Schedule "B".

8. HYDRO:

(a) The Owner shall cause to be installed, at its own expense, a 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 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. The garbage and sanitary refuse shall be located and stored within the building. The relocation of the garbage and sanitary refuse storage outside the building shall require Town approval.

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 AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, asphalt and gravel parking areas and driveways in accordance with the site plan attached hereto as Schedule "B".

12. BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction 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.

13. 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.

14. 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) to a maximum of Sixty Thousand Dollars (\$60,000.00), such estimated value being the sum of Eleven Thousand Dollars (\$11,000.00) 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 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 the terms of this Agreement.

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

15. 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 and the Emmons from all loss, costs, damages and injuries which the Town or the Emmons 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 or the Emmons 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 and the Emmons agree and consent to the registration of notice of this Agreement against the said lands described in Schedule "A" attached hereto.

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, a Professional Engineer or an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

22. Any notice, demand, acceptance or request (the "notice") provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at:

Town Clerk
Town of Pelham
P. O. Box 400
20 Pelham Town Square
Fonthill ON L0S 1E0

To the Owner at:

Juvenile Detention (Niagara) Inc.
214 Highway #20 East
Fonthill ON L0S 1E6

To the Emmons at:

P. O. Box 250
Fonthill ON L0S 1E0

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this paragraph 22. Any notice delivered to the party to whom it is addressed in this paragraph 22 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

23. The Town and the Owner acknowledge that the Emmons have been made parties to this Agreement solely because they are the owners of the Emmons Lands and hold a charge on the lands described as Secondly in Schedule "A". The Emmons Lands are included as lands subject to this Agreement because the Emmons have given the Owner a right-of-way over the Emmons Lands for access for ingress and egress and because the site plan applies to the Emmons Lands in regard to the driveway requirements (as shown on Schedule "B" as the proposed 25' wide gravel driveway). The Owner and the Town further acknowledge that the Emmons shall not be required to perform or be bound by any of the obligations of the Owner pursuant to this Agreement unless and until the Emmons should become owners of the lands described as Secondly in Schedule "A" as a result of any foreclosure pursuant to their charge. The Owner acknowledges that it is solely responsible, at its expense, for all covenants, obligations and requirements pursuant to this Agreement (except any specific to the Town) including those covenants, obligations and requirements which relate specifically to the Emmons Lands; and the Town confirms that any recourse or enforcement for failure to perform any such covenants, obligations and requirements is against only the Owner and its successors, permitted assigns and subsequent owners of any or all of the Owner Lands.

24. This Agreement shall enure to and be binding upon the parties hereto and their heirs, executors, trustees, successors, permitted assigns and anyone acquiring any interest in the lands described in Schedule "A".

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: *Ralph Beamer*
Mayor Ralph Beamer

PER: *Cheryl Miclette*
Deputy Clerk Cheryl Miclette

JUVENILE DETENTION (NIAGARA) INC.

PER: *Mark Patus*
Mark Patus, Executive Director

John Reynold Emmons
Witness as to the signature of
John Reynold Emmons

John Reynold Emmons
John Reynold Emmons

Elinor Frances Emmons
Witness as to the signature of
Elinor Frances Emmons

Elinor Frances Emmons
Elinor Frances Emmons

SCHEDULE "A"
LEGAL DESCRIPTION

FIRSTLY:

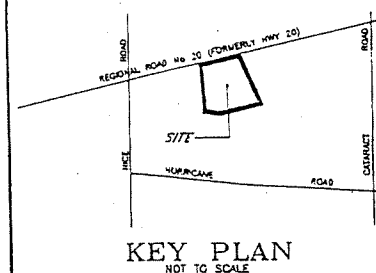
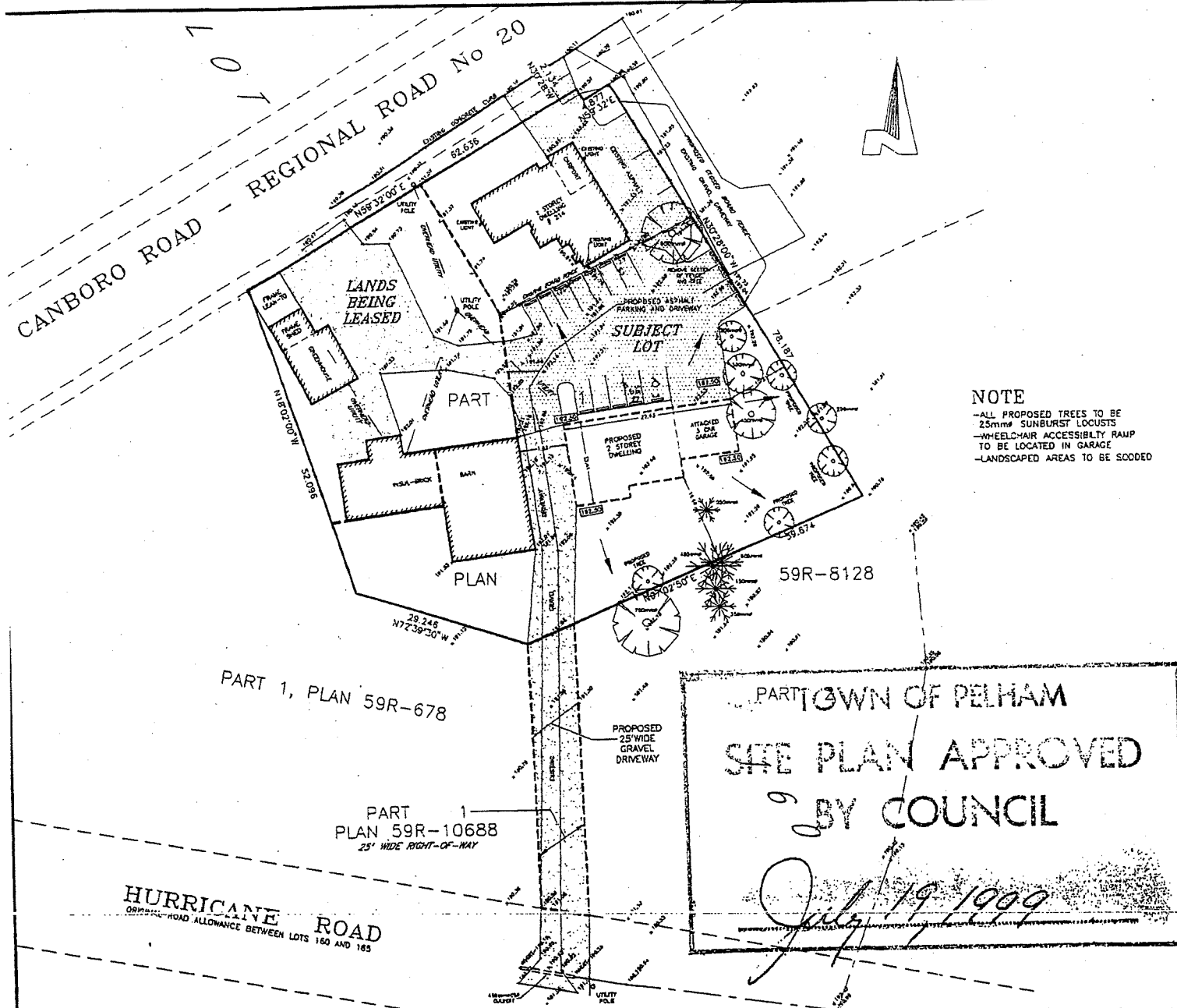
Part of Thorold Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara
As in Instrument No. R0590249
being all of P.I.N. #64061-0264 (LT)

SECONDLY:

Part of Thorold Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara designated as Part 1 on 59R-8128 together with right-of-way over Part 1 on 59R-10688 being all of P.I.N. #64061-0368 (LT)

THIRDLY:

Part of Thorold Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara designated as Part 1 on 59R-10688 subject to a right-of-way over Part 1 on 59R-10688 being Part of P.I.N. #64061-0369 (LT)



LOT STATISTICS

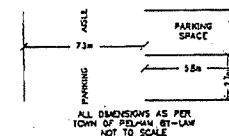
TOTAL LOT AREA	- 5435 sq.m.±	100%
SUBJECT LOT AREA	- 3940 sq.m.±	72%
LEASED AREA	- 1496 sq.m.±	28%
TOTAL BUILDING AREA	- 1097 sq.m.±	20%
SUBJECT BUILDING AREA	- 818 sq.m.±	15%
LEASED BUILDING AREA	- 279 sq.m.±	5%
TOTAL LANDSCAPED AREA	- 2575 sq.m.±	47%
SUBJECT LANDSCAPED AREA	- 1928 sq.m.±	35%
LEASED LANDSCAPED AREA	- 647 sq.m.±	12%
TOTAL PARKING AREA	- 1764 sq.m.±	33%
SUBJECT PARKING AREA	- 1194 sq.m.±	22%
LEASED PARKING AREA	- 570 sq.m.±	11%
NEW BUILDING AREA	- 304 sq.m.±	6%

NOTE: SUBJECT BUILDING AREA INCLUDES NEW BUILDING.
PARKING AREA INCLUDES DRIVEWAYS.

PARKING REQUIREMENTS

No OF PARKING SPACES AVAILABLE (excluding leased area)
19 parking spaces (1 physically disabled space)

PARKING LAYOUT DETAIL



SITE PLAN
PART OF LOT 160
TOWNSHIP OF THOROLD
NOW IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1 : 500

P. DOUGLAS REITSMA
ONTARIO LAND SURVEYOR

METRIC NOTE
MEASUREMENTS SHOWN ON THIS PLAN ARE IN METRIC AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTE
THIS SKETCH IS PREPARED FROM COMPILED AND CALCULATED INFORMATION, NOT FROM AN ACTUAL SURVEY.
ALL MEASUREMENTS ARE ± MEASUREMENTS.
DO NOT SCALE FROM THIS DRAWING.

"THIS IS NOT AN ORIGINAL COPY
UNLESS EMBOSSED WITH SEAL."

BENCHMARK

ELEVATIONS HEREON ARE GEODETIC AND ARE REFERRED TO A HORIZONTAL TABLET IN EAST FACE OF CONCRETE FOUNDATION OF BARN AT MUNICIPAL # 212 HIGHWAY No 20 EAST. ELEVATION = 192.217 METRES.
(ESTABLISHED BY THE MTO; SUPPLIED BY THE TOWN OF PELHAM).

CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR TRANSACTION OR MORTGAGE PURPOSES.

LEGEND

100.0' ±
107.0' ±
↑
DENOTES EXISTING GROUND ELEVATION
PROPOSED ELEVATION
PROPOSED DRAINAGE DIRECTION

REVISIONS

DATE	REVISION	APPROVAL
JULY 13, 1999	AS PER TOWN OF PELHAM	[Signature]
JULY 13, 1999	AS PER TOWN OF PELHAM	[Signature]

PROPOSED GRADING

I HEREBY CERTIFY THAT THE PROPOSED GRADING SHOWN CONFORMS WITH THE DIRECTIVES OF THE ENGINEERING DEPARTMENT OF THE CITY OF WELLAND
NAME: P. DOUGLAS REITSMA, B. Sc., O.L.S.
FIRM: P. D. REITSMA SURVEYING, LTD.
SIGNATURE: [Signature]
DATE: JUNE 07, 1999

P. D. REITSMA SURVEYING LTD.
203 EAST MAIN STREET (Upper)
WELLAND ONTARIO L3E-3W7
(905) 735-7841

THIS IS SCHEDULE "B"
TO AGREEMENT BETWEEN JUVENILE DETENTION (NIAGARA) INC.
AND JOHN REYNOLDS EMMONS AND EUNOR FRANCES EMMONS
AND THE TOWN OF PELHAM DATED August 26, 1999

DRAWN BY: O. M. T. DESK: CML 189 DWD Ref: 91CH5-3 PLOT No: 91-85-3

SCHEDULE "C"

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
1. Asphalt Paving (Parking Lot)	\$7,000.00
2. Gravel Driveway	2,000.00
3. Landscaping and Fencing	<u>2,000.00</u>
TOTAL ESTIMATED COSTS	<u>\$11,000.00</u>

In accordance with Clause 14(a) of this Agreement, the amount of the deposit shall be \$11,000.00.