

CONDITIONAL PERMIT AGREEMENT

THIS AGREEMENT made this 18 day of March, 2000

B E T W E E N:

**ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE
OF ST. CATHARINES** (hereinafter called the "Owner")

-and-

THE CORPORATION OF THE TOWN OF PELHAM (hereinafter called the "Town")

WHEREAS the Owner has requested a conditional permit from the Town prior to meeting all requirements to obtain a building permit according to the Ontario Building Code Act s.8.(2);

AND WHEREAS the Chief Building Official is satisfied that meeting such requirements would unreasonably delay the subject construction;

AND WHEREAS the Chief Building Official considers the restoration of the site to be feasible in the event that all the necessary approvals are not obtained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. The lands affected by this agreement (hereinafter referred to as the "subject lands") are as follows:

ALL AND SINGULAR those certain parcels or tracts of land lying and being in the Town of Pelham, in the Regional Municipality of Niagara and being composed of:

Part of Block "C", Plan 25, Village of Fonthill (now known as Plan 717), now in the Town of Pelham, Regional Municipality of Niagara

2. The construction affected by this agreement (hereinafter referred to as the "subject construction") is that construction proposed in a permit application filed with the Town's Building & Enforcement Services Department for the construction of (a new church) St. Alexander's Church.
3. The Town agrees to issue a Conditional Permit for the subject construction to be erected on the subject lands provided that the Owner agrees to assume all risks involved in commencing construction before every requirement for a building permit has been met. The Owner agrees to indemnify and save harmless the Town from and against all claims arising from the issuance of the conditional permit.

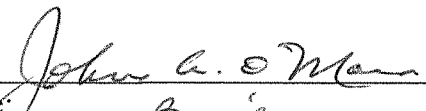
4. The Owner hereby agrees:
 - a. to obtain all approvals prerequisite to the issuance of a building permit by December 31, 2000.
 - b. to file any required plans and specifications of the complete building by the date cited in 4.a.;
 - c. to stop the subject construction and secure the site to the satisfaction of the Chief Building Official if, in the opinion of the Chief Building Official, any impediment arises to prevent the lawful continuation of the subject construction or if an appeal is filed with the Ontario Municipal Board with respect to a minor variance that is required for the lawful erection of the subject construction;
 - d. to remove the subject construction and restore the site, at the Owner's expense, if all necessary approvals have not been obtained;
 - e. to comply with all development standards that are applicable to the subject lands including but not limited to site servicing, grading, tree protection, fire protection and storm water management;
 - f. to provide and maintain access for emergency vehicles and water supply to the satisfaction of the fire department; and,
 - g. without limiting the generality of the foregoing, to meet any specific conditions that are set out in Schedule 'A' to this agreement.
5. The site restoration referred to in this agreement shall be to the conditions present at the time of permit application and shall include the removal of all construction, the replacement of vegetative matter, the stabilization of slopes and restoration of drainage patterns. Restoration must seriously commence within thirty (30) days of the date cited in 4.a. or at such later time as may be directed by the Chief Building Official.
6. If the Chief Building Official determines that a building has not been removed or a site restored as required by this agreement, the Chief Building Official may cause the building to be removed and the site restored and for this purpose the Chief Building Official, an Inspector and their agents may enter upon the land and into the building governed by this agreement at any reasonable time without a warrant.
7.
 - a. At the time of execution of this agreement, the Owner will pay 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 Town's Treasurer, a security deposit to guarantee the Owner's compliance with this agreement in the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**.

- b. The letter of credit shall contain provisions satisfactory to the Town, in accordance with it's standard format for letters of credit as of the date of submission of the letter of credit to the Town, and shall provide for automatic renewal rights at the end of the term.
 - c. If the Chief Building Official determines that a building has not been removed or a site restored as required by this agreement, the letter of credit may be drawn upon in full and the monies used to restore the site as provided for in paragraph 5.
 - d. Should there be full compliance with this Agreement, the letter of credit will be returned to the Owner at the address provided on the application for building permit.
 - e. Should costs associated with the restoration of the site be incurred by the Town in excess of the amount of the letter of credit, the Town shall have a lien on the land for such amount and the amount shall be deemed to be municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.
8. This agreement may be registered against the subject lands and the Town is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the subject lands. Upon the issuance of a building permit pursuant to the application referred to in paragraph 2, the Town shall provide the Owner with a registerable release of this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures


SIGNED AND DELIVERED

**ROMAN CATHOLIC EPISCOPAL
CORPORATION OF THE DIOCESE OF ST.
CATHARINES**


Name: _____
Title: Bishop

Name:
Title:

**THE CORPORATION OF THE TOWN
OF PELHAM**


Mayor


Clerk

SCHEDULE 'A'

Being conditions and their particulars on the basis of which a conditional building permit is issued to:

The Roman Catholic Episcopal Corporation
of the Diocese of St. Catharines

for construction at:

50 Pelham Town Square
Pt. Blk. C, Plan 25 (717)
St. Alexander's Church

according to permit number:

XXXX

	CONDITION
1	That the Owner enter into a Site Plan Agreement with the Town in accordance with Town of Pelham By-law No. 649 (1980) and the requirements of the Planning Act.