

(1) Registry <input type="checkbox"/>		Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 8 pages	
(3) Property Identifier(s)		Block 64061	-	Property 0262 (LT)	Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document NOTICE OF SITE PLAN AGREEMENT					
(5) Consideration Dollars \$					
(6) Description Part of Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara, designated as Part 1 on Plan 59R-678 and being all of the PIN.					
(7) This Document Contains:		(a) Redescription New Easement <input type="checkbox"/> Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

19074
2003 DEC 22 16:01
NIAGARA SOUTH/SUD
(59) WELLAND Land Registrar / Registrateur

New Property Identifiers

Additional: See Schedule ☐

Executions


Additional: See Schedule ☐

(8) This Document provides as follows:
TO: The Land Registrar for the Land Titles Division of Niagara South (No. 59)

The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the land registered in the name of 2004424 Ontario Inc. and hereby applies under Section 71 of the Land Titles Act for the entry of a Site Plan Agreement in the register for the said parcel.

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
THE CORPORATION OF THE TOWN OF PELHAM	LANCASTER BROOKS & WELCH	
(Town/Applicant)	PER: 	2003 12 10
by its solicitors Lancaster Brooks & Welch	(R. Bruce Smith)	

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

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
2004424 ONTARIO INC.		
(Owner)		

(13) Address for Service
7 Karen Street, Fonthill, Ontario, L0S 1E4

(14) Municipal Address of Property 00 Highway No. 20 East Fonthill, Ontario L0S 1E0	(15) Document Prepared by: R. BRUCE SMITH LANCASTER BROOKS & WELCH 247 East Main Street Welland, Ontario L3B 3X1	FOR OFFICE USE ONLY	Fees and Tax Registration Fee Total
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THIS AGREEMENT made in triplicate this *8th* day of *October*, 2003 A.D.

BETWEEN:

2004424 ONTARIO 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

WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" (the "Lands") attached hereto;

AND WHEREAS the Owner is desirous of redeveloping an existing commercial facility in accordance with Schedule "B" attached hereto and filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction 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 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) DIRECTOR OF PLANNING SERVICES shall mean the Director of Planning Services of the Corporation of the Town of Pelham.
- (g) PROFESSIONAL ENGINEER shall mean a Professional Engineer registered with the Association of Professional Engineers.
- (h) PROFESSIONAL ARCHITECT shall mean a Professional Architect registered with the Ontario Association of Architects.
- (i) FACILITIES AND WORKS shall mean 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.
- (j) LANDS shall mean the lands described in Schedule "A" attached hereto.

2. GENERAL PROVISIONS

- (a) The Owner shall develop and maintain the lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

- (b) The Owner shall 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.
- (c) The Owner shall not 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.
- (d) The Owner shall maintain and keep in repair, driveways and access servicing the buildings located in the development.
- (e) 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.
- (f) 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.
- (g) 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.

3. STORM DRAINAGE

- (a) The Owner undertakes, at its own expense, to repair and forever maintain the storm drainage works located on the said lands. Minor changes to the servicing and grading may be permitted subject to the approval of the Director.
- (b) The Owner shall provide siltation control fencing and maintenance, as required, during the site servicing and building construction stages.

4. GRADING

Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said lands.

5. LANDSCAPING

The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, 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 attached hereto as Schedule "B". Minor changes to the Site Plan may be permitted subject to the approval of the Director of Planning Services.

6. HYDRO

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 Hydro One. The Owner shall be responsible for the cost of maintaining and repairing the hydro system located on said Lands in perpetuity.

7. GARBAGE DISPOSAL

- (a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse.
- (b) If it is the intention of the Owner to provide for Regional solid waste collection services within the proposed development, the Owner shall follow the Regional Policy entitled "Waste Collection By Way Of Entry On Private Property" and attachments thereto.

8. FLOODLIGHTING

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.

9. PARKING AND DRIVEWAYS

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.

10. ADMINISTRATIVE AND CONSULTING COSTS

The Owner shall pay the Town's reasonable costs in connection with this agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

11. DEFAULT

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (a) enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- (b) make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (c) retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (d) bring action to compel specific performance of all or any part of this Agreement for damages;
- (e) exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

12. COVENANTS

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 to and for the Town, its successors and assigns.

13. REGISTRATION

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

14. OBLIGATION

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.

15. BUILDING PERMIT

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.

16. PLANS

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.

17. NOTICES

Any notice, demand, acceptance or request 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: 2004424 Ontario Inc.
 7 Karen Court
 Fonthill ON L0S 1E4

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 17. Any notice delivered to the party to whom it is addressed in this paragraph 17 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.

18. SCHEDULE

The original of the plan set out in Schedule "B" attached is available at the offices of the Town at the address set out in paragraph 17.

19. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

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

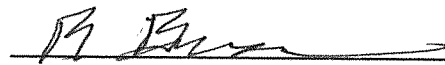
2004424 ONTARIO INC.



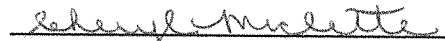
Name Carl McKnight (Please Print)

I have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF PELHAM



Mayor Ralph Beamer



Clerk Cheryl Miclette

SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 160, former Township of Thorold, Town of Pelham, Regional Municipality of Niagara.
The lands are identified as Part 1 of Reference Plan 59R-678.

The lands are further described as being PIN 64061 0262 (LT)

FOR OFFICE USE ONLY

SN-19075
CERTIFICATE OF RECEIPT
CERTIFICAT DE RECEPISSE
2003 DEC 22 16:01

NIAGARA
SOUTH/SUD
(59) WELLAND Land Registrar / Registrateur

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 1 pages
(3) Property Identifier(s) 64061-0262 (LT)	Block Property	Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document POSTPONEMENT OF CHARGE		
(5) Consideration Dollars \$		
(6) Description Part of Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara, designated as Part 1 on Plan 59R-678 and being all of the PIN.		
(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 type="checkbox"/>

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:
NIAGARA CREDIT UNION LIMITED, the registered owner of Charge No. LT-188216, registered on August 1, 2001 and Notice of General Assignment of Rents registered August 1, 2001 as instrument No. LT-188217, hereby postpones the said Charge and Notice of General Assignment of Rents to the site plan agreement registered as instrument No. SN- 19074 , on December 22 , 2003 in favour of The Corporation of the Town of Pelham.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
LT-188216-Charge; LT-188217-Notice of General Assignment of Rents; Postponement to SN- 19074

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
NIAGARA CREDIT UNION LIMITED	PER: [Signature] Name: Title: B. BERGER Commercial Credit Specialist	2003 / 1 / 15
We have authority to bind the corporation.	PER: [Signature] Name: Erika Cyck Title: Loan Securing Officer	2003 / 1 / 15
(11) Address for Service	75 Corporate Drive, St. Catharines, Ontario, L2S 3W3	

(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		

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

(14) Municipal Address of Property	(15) Document Prepared by: R. Bruce Smith LANCASTER BROOKS & WELCH 247 East Main Street Welland, Ontario L3B 3X1	FOR OFFICE USE ONLY Fees and Tax Registration Fee Total
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FOR OFFICE USE ONLY

19076
CERTIFICATE OF RECEIPT
CERTIFICAT DE RECEPISSE
2003 DEC 22 16:01
NIAGARA SOUTH/SUD (59) WELLAND Land Registrar/Registreur

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry

Land Titles

(2) Page 1 of 1 pages

(3) Property Identifier(s)

Block
64061

Property
0262 (LT)

Additional:
See
Schedule

(4) Nature of Document

APPLICATION TO AMEND THE REGISTER (Section 75 Land Titles Act)

(5) Consideration

Dollars \$

(6) Description

Part of Township Lot 160, Town of Pelham, formerly Township of Thorold, Regional Municipality of Niagara, designated as Part 1 on Plan 59R-678 and being all of the PIN.

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch

(b) Schedule for:

Description

Additional
Parties

Other

(8) This Document provides as follows:

TO: The Land Registrar for the Land Titles Division of Niagara South (No. 59)

The Corporation of the Town of Pelham having an unregistered estate, right, interest or equity in the land registered in the name of 2004424 Ontario Inc. hereby authorizes the release and discharge of the Notice of Agreement registered on March 6, 1987 as instrument No. R0494119 and hereby applies under Section 75 of the Land Titles Act to have the register for the said parcel amended by deleting the Notice of Agreement which was registered as instrument No. R0494119.

Continued on Schedule

(9) This Document relates to instrument number(s)
R0494119 - Notice of Agreement

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

THE CORPORATION OF THE TOWN OF PELHAM

PER: *Ronald Leavens*

2003 12 12

(Town/Applicant)

Mayor - Ronald Leavens

PER: *Cheryl Miclette*

2003 12 12

Clerk - Cheryl Miclette

(11) Address
for Service

P. O. Box 400, Fonthill, Ontario, L0S 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

2004424 ONTARIO INC.

(13) Address
for Service

7 Karen Street, Fonthill, Ontario, L0S 1E4

(14) Municipal Address of Property

200 Highway No. 20 East
Fonthill, Ontario
L0S 1E0

(15) Document Prepared by:

R. BRUCE SMITH
LANCASTER BROOKS & WELCH
247 East Main Street
Welland, Ontario
L3B 3X1

Fees and Tax

Registration Fee

Total