

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 64035 - 0285 LT  
Description PT LT 2-3 CON 7 PELHAM; PT RDAL BTN LT 2 & 3 CON 7 PELHAM (CLOSED BY BL176) AS IN RO454084; PELHAM  
Address 151 HIGHWAY #20 WEST  
PELHAM

Consideration

Consideration \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF PELHAM  
Address for Service P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation BY DAVE AUGUSTYN-MAYOR AND CHERYL MICLETTE-CLERK.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Robert Bruce Smith	201-247 East Main St. PO Box 67 Welland L3B 5N9	acting for Applicant(s)	Signed	2009 05 05
Tel 9057355684				
Fax 9057353340				

Submitted By

LANCASTER, BROOKS & WELCH (WELLAND)	201-247 East Main St. PO Box 67 Welland L3B 5N9			2009 05 05
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Tel 9057355684  
Fax 9057353340

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

THIS AGREEMENT made in triplicate this 23<sup>rd</sup> day of April, 2009 A.D.

BETWEEN:

**1451574 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 represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto (the "Lands");

**AND WHEREAS** the Town has previously entered into a Site Plan Agreement with the Owner which agreement (the "Site Plan Agreement") is dated April 20, 2005 and registered against title to the Lands as SN73953 on April 26, 2005;

**AND WHEREAS** the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

**AND WHEREAS** the Owner is desirous of constructing an addition to the drive-thru restaurant, realigning drive-thru lanes and increasing the amount of parking;

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

**AND WHEREAS** it is necessary to amend the Site Plan Agreement;


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. The Site Plan Agreement is hereby further amended by deleting Schedules "B", "C" and "D" attached thereto and replacing it with Schedules "B", "C", "D" and "E" attached to this Agreement.
2. All other terms and conditions of the Site Plan Agreement shall remain in full force and effect except as amended herein and shall apply to this agreement.

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

**1451574 ONTARIO INC.**



  
Name: DAVE AUGUSTYN  
I have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF PELHAM**

  
Mayor Dave Augustyn

  
Clerk Cheryl Miclette

**SCHEDULE "A"**

**Legal Description**

PT LT 2 & 3, CON 7 PELHAM; PT RDAL BTN LT 2 & 3, CON 7 PELHAM  
(CLOSED BY BL176) AS IN RO454084; PELHAM, BEING ALL OF PIN 64035-  
0285 (LT).

**SCHEDULE "B"**

**SITE PLAN**

Site Plan, drawing SP, prepared by the TDL Group Corporation, dated April 15, 2009, the original of which is located at the Town at the address shown in Section 25 of this Agreement.

**SCHEDULE "C"**

**SERVICING AND GRADING PLAN**

Servicing and Grading Plan, drawing SG, prepared by the TDL Group Corporation, dated April 15, 2009, the original of which is located at the Town at the address shown in Section 25 of this Agreement.

**SCHEDULE "D"**  
**LANDSCAPE PLAN**

Landscape Plan, drawing LP, prepared by the TDL Group Corporation, dated April 15, 2009, the original of which is located at the Town at the address shown in Section 25 of this Agreement.

SCHEDULE "E"

COST ESTIMATES FOR FACILITIES AND WORKS

The on-site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
1. Site Grading and Preparation	\$9,200.00
2. Landscaping and Fencing	\$2,750.00
3. Walkways and Curbs	\$4,550.00
4. Other	\$3,000.00
<b>TOTAL ON-SITE WORKS ESTIMATED COSTS</b>	<b><u>\$19,500.00</u></b>

In accordance with Section 14(a) of this Agreement, the amount of the deposit shall be in the amount of nineteen thousand-five hundred dollars (\$19,500.00).