

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

Part of Lot 25, Plan No. 717, Town of Pelham, The Regional Municipality of Niagara.

The described lands being all of PIN 64064-0174(LT).

B1-3142  
(2010)**6. DEFAULT AND REMEDIES**

- 6.1 The Applicant agrees to maintain in good repair the improvements for which the Grant is provided. In the event that the Applicant does not maintain in good repair said improvements, the Town may:
- a) serve on the Applicant a written Notice to Repair detailing the particulars of the failure to maintain and the particulars of needed repairs; and,
  - b) provide the Applicant with at least thirty (30) days to make such repairs.
- 6.2 On the occurrence of Default under this Agreement, the Town shall be entitled to its remedies to enforce this Agreement, including, but not limited to:
- a) delaying or ceasing the release of the Grant;
  - b) requiring repayment of the Grant; and/or
  - c) terminating this Agreement.
- 6.3 Default shall be deemed to occur upon the Applicant's failure to comply with any terms set out in this Agreement, including but not limited to the following:
- a) the 'as constructed' works do not comply with the description of the works as provided in the Application Form and Required Documents;
  - b) the works are not undertaken in conformity with the *Ontario Building Code* and all applicable Zoning requirements and planning approvals;
  - c) the building is damaged by fire or otherwise and repair or reconstruction is not commenced within ninety (90) days;
  - d) the Applicant is in property tax arrears with respect to the property for more than ninety (90) days;
  - e) any representation or warranty made by the Applicant is incorrect in any material respect;
  - f) failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Applicant and the Town;
  - g) the Applicant makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Applicant, or if the Applicant is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Applicant under any mortgage or other obligation, or if the subject lands or interest of the Applicant in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
  - h) construction ceases for a period of sixty (60) days due to the Applicant's default (strikes and Acts of God excepted) and/or the Applicant abandons the property or project;

- i) if this Agreement is forfeited or is terminated by an act contained in it.

- 6.4 The Town may at its sole discretion, provide the Applicant with the opportunity to remedy any default.

## 7. ADDITIONAL PROVISIONS

- 7.1 The approved architectural/design drawings referred to may be provided to the Applicant and the Town from time to time, as they may agree.
- 7.2 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.
- 7.3 Schedule "A" attached to this Agreement forms part of this Agreement.

## 8. NOTICES

- 8.1 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by e-mail, by fax or by prepaid registered first class post, by party wishing to give such notice, to the other party at the address noted below:

Such notice shall be deemed to have been given:

- a) in the case of personal delivery, on the date of delivery;
- b) in the case of e-mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the *Interpretation Act*, failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and,
- c) in the case of registered post, on the third day which is not a holiday, following posting.

Notice shall be given:

### To the Applicant at:

c/o Larry Clark  
940 Balfour Street  
Fenwick, ON L0S 1C0  
Telephone No: 905.892.1218  
Fax No: 905.892.0259  
E-mail: lclark4@cogeco.ca

### To the Town at:

c/o Craig Lamour, Director of Planning & Development,  
Town Of Pelham  
20 Pelham Town Square, PO Box 400  
Fonthill ON. L0S 1E0  
Telephone No: 905-892-2607 ext. 316  
Fax No: 905-892-5055  
E-mail: clamour@pelham.ca

*This goes with  
the chart  
Bylaw 3142  
(2010)*

IN WITNESS WHEREOF the parties hereto have hereunto affixed his hand and corporate seal duly witnessed and attested by the hands of the proper signing officers in that behalf and the said signing officers certify that they have authority to bind their corporation.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

) 816004 ONTARIO LIMITED

) Larry Clark

) Title:

) I have authority to bind the corporation.

) THE CORPORATION OF THE TOWN OF  
) PELHAM

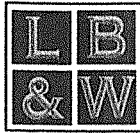
) Mayor, Dave Augustyn

) Clerk, Nancy J. Bozzato

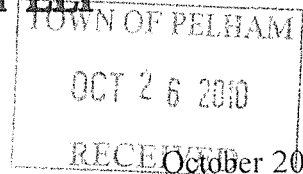
**SCHEDULE "A"****LEGAL DESCRIPTION**

Part of Lot 25, Plan No. 717, Town of Pelham, The Regional Municipality of Niagara.

The described lands being all of PIN 64064-0174(LT).



**Lancaster, Brooks & Welch LLP**  
BARRISTERS AND SOLICITORS



PLEASE RESPOND TO WELLAND OFFICE

The Corporation of the  
Town of Pelham  
P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

**Attention: Ms. Tara Druzina**

Dear Madam:

**RE: Registration of By-law No. 3142 (2010)  
816004 Ontario Limited  
Façade Improvement Agreement  
1409 Pelham Street, Fonthill**

This letter is further to your fax of September 23, 2010.

Please find enclosed:

- a) By-law No. 3142 (2010), registered as instrument No. SN295772 on October 15, 2010; and
- b) our account for services rendered.

We trust this is satisfactory and remain,

Yours very truly,  
LANCASTER BROOKS & WELCH LLP  
PER:

  
R. Bruce Smith

RBS:pm  
Encs.

**Lancaster, Brooks & Welch LLP**

PO Box 790, 80 King Street, St. Catharines, Ontario L2R 6Z1 Tel. 905.641.1551 Fax 905.641.1830  
PO Box 67, 247 East Main Street, Welland, Ontario L3B 5N9 Tel. 905.735.5684 Fax 905.735.3340  
55 Main Street West, Grimsby, Ontario L3M 1R3 Tel. 905.594.1263 Fax 905.594.1268

[www.lbwlawyers.com](http://www.lbwlawyers.com)

Rodger A. Gordon, Q.C.  
Bruce S. Wormald  
R. Bruce Smith  
Stanleigh E. Palka

Malte von Anrep, Q.C. \*\*  
David L. Edwards\*  
Thomas G. Hanrahan  
Christopher J. Bittle

H. E. Thorsteinson, Q.C.  
Robert B. Reid\*\*\*\*  
Maria G. Lucarelli  
Yaroslav O. Diduch

Gary I. Black  
Robert W.P. Welch  
Michael A. Mann\*\*\*

Michael S. Stratton  
Sheila P. Marcantonio  
Leanne E. Standryk

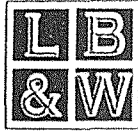
Geoffrey E. Brooks, QC (retired); Robert S. K. Welch, OC, QC, LL.D (1928-2000)

\*Certified by the Law Society as a Specialist in Corporate and Commercial Law

\*\*Certified by the Law Society as a Specialist in Civil Litigation

\*\*\*Registered Trade-Mark Agent

\*\*\*\*Certified by the Law Society as a Specialist in Labour Law

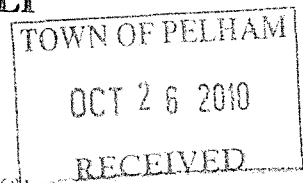


**Lancaster, Brooks & Welch LLP**  
BARRISTERS AND SOLICITORS

In account with

**Lancaster Brooks & Welch LLP**

PO Box 67, 247 East Main Street, Welland, Ontario L3B 5N9 Tel: 905 735 5684



October 20, 2010

The Corporation of the  
Town of Pelham  
P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

**RE: Registration of By-law No. 3142 (2010)**  
**816004 Ontario Limited**  
**Façade Improvement Agreement**  
**1409 Pelham Street, Fonthill**

TO OUR FEE for professional services herein, including receiving your instructions; to preparation of acknowledgment and direction for signature by the Mayor and Clerk; to registration of by-law; to reporting to you,

OUR FEE.....\$ 275.00

**HST-TAXABLE DISBURSEMENTS**

Paid for PIN printout.....\$ 18.00  
Paid Teraview registration fee.....\$ 10.00

HST.....\$ 39.39

**NON-TAXABLE DISBURSEMENT**

Paid to register by-law.....\$ 60.00

**TOTAL FEES AND DISBURSEMENTS.....\$ 402.39**

THIS IS OUR ACCOUNT

E & O E

PER: 

RBS:pm

H.S.T. No. R117996660

"In accordance with Section 35 of the Solicitors Act, interest will be charged at the rate of % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered."

Properties

PIN64064 - 0174 LT

DescriptionPT LT 25 PL 717 FONTHILL AS IN RO735418; PELHAM

Address1409 PELHAM STREET  
FONTHILL

3142 (2010)  
3654 (2015)

Applicant(s)

NameTHE CORPORATION OF THE TOWN OF PELHAM

Address for ServiceP. O. Box 400  
Fonthill, Ontario  
L0S 1E0

I, DAVE AUGUSTYN-MAYOR AND NANCY BOZZATO-CLERK., have the authority to bind the corporation.

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

Statements

I THE CORPORATION OF THE TOWN OF PELHAM having a legal interest in the lands hereby apply under section 75 of the Land Titles Act to have the register for the said PIN amended by: deleting SN295772 on October 15, 2010 which was registered in error as a bylaw

Schedule: I Callum Shedden, of the Township of Wainfleet, state as follows:

I am the solicitor for The Corporation of the Town of Pelham and as such have knowledge of the facts herein. By-Law No. 3142 (2010) was passed by The Corporation of the Town of Pelham on September 20, 2010 which approved a Commercial Building Façade Improvement Grant Agreement between The Corporation of the Town of Pelham and 8016004 Ontario Limited and authorized the Mayor and Clerk on behalf of The Corporation of the Town of Pelham to execute the said agreement. The Commercial Building Façade Improvement Grant Agreement was registered by way of an Application to Register Bylaw as SN295772 on October 15, 2010 in error, instead of by way of a Notice. The Corporation of the Town of Pelham hereby applies to the deletion of the agreement registered as Bylaw as SN295772 and consents to its deletion. The consent or release of every party enjoying a benefit under the agreement has been obtained.

Signed By

Callum Shedden

39 Queen St. P.O. Box 24022  
St. Catharines  
L2R 7P7

acting for  
Applicant(s)

Signed

2015 12 03

Tel905-688-1125

Fax905-688-5725

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DANIEL & PARTNERS LLP

39 Queen St. P.O. Box 24022  
St. Catharines  
L2R 7P7

2015 12 03

Tel905-688-1125

Fax905-688-5725

Fees/Taxes/Payment

Statutory Registration Fee

\$62.85

Total Paid

\$62.85

File Number

Applicant Client File Number :

43029



