

**SITE PLAN AGREEMENT  
FONTHILL GARDENS INC.  
130 HIGHWAY 20 EAST**

**TABLE OF CONTENTS**

<u>Title</u>	<u>Page #</u>
1. DEFINITIONS .....	1
2. GENERAL PROVISIONS.....	2
3. GRADING .....	2
4. SANITARY SYSTEM .....	3
5. WATER SUPPLY .....	3
6. SEWER SYSTEM .....	3
7. ROADS AND ACCESS .....	3
8. LANDSCAPING AND TREES .....	4
9. GARBAGE DISPOSAL .....	4
10. FLOODLIGHTING.....	4
11. PARKING, CURBING, DRIVEWAYS AND SIDEWALKS .....	4
12. BUILDING AND SERVICES .....	4
13. ADMINISTRATIVE AND CONSULTING COSTS.....	4
14. DEPOSIT FOR FACILITIES AND WORKS .....	4
15. DEFAULT.....	5
16. COVENANTS.....	6
17. REGISTRATION.....	6
18. OBLIGATION .....	6
19. BUILDING PERMIT.....	6
20. PLANS .....	7
21. NOTICES .....	7
22. SCHEDULES .....	7
23. BINDING EFFECT .....	7
SCHEDULE A      LEGAL DESCRIPTION.....	9
SCHEDULE B      SITE PLAN.....	10
SCHEDULE C      ELEVATIONS.....	11
SCHEDULE D      SITE SERVICING PLANS.....	14
SCHEDULE E      LANDSCAPE PLAN.....	16
SCHEDULE F      PHOTOMETRIC PLAN.....	19
SCHEDULE G      TRUCK ROUTES SITE PLAN.....	20
SCHEDULE H      COST ESTIMATES FOR FACILITIES AND WORKS.....	21

THIS AGREEMENT made this 21<sup>st</sup> day of March, 2016 A.D.

BETWEEN:

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

**AND WHEREAS** the Owner is looking forward to develop the parcel to a commercial use in accordance with Schedule 'B' attached hereto, being a Site Plan 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) **CHIEF BUILDING OFFICIAL** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **CLERK** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **COUNCIL** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES** shall mean the Director of Community Planning and Development Services of the Corporation of the Town of Pelham.
- (e) **DIRECTOR OF CORPORATE SERVICES** shall mean the Director of Financial Services of the Corporation of the Town of Pelham.
- (f) **DIRECTOR OF PUBLIC WORKS** shall mean the Director of Public Works of the Corporation of the Town of Pelham.
- (g) **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.
- (h) **LANDS** shall mean the lands described in Schedule 'A' attached hereto.

- (i) **PROFESSIONAL ENGINEER** shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.

## **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 good 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.
- (h) The Owner agrees to obtain a certificate from an Ontario Land Surveyor stating that all existing and new survey evidence is in place at the completion of the development and provide the certificate to Niagara Region.
- (i) The Owner agrees to indicate the municipal address on all sign pylons on the Lands and to indicate unit addresses prominently at the entrance to each unit on the individual buildings for emergency response purposes.

## **3. GRADING**

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed Plan for the site, said Plan 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 of Public Works. This Plan, attached hereto as Schedule 'D', shall be approved by the Director of Public Works prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the

Director of Public Works to address the grading of the swale at the northwest corner of the site drawing towards Regional Road 20.

- (b) The Owner shall submit, upon completion of Facilities and Works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule 'D' to this Agreement have been complied with.
- (c) 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.
- (d) The Owner shall provide his Design Engineer's verification that all grading, drainage, and servicing provisions have been installed in conformance with the approved Site Servicing Plan, prepared by Upper Canada Consultants, dated March 4, 2016, attached hereto as Schedule 'D'. The Owner shall provide a copy of the Design Engineer's verification to the Town.

#### **4. SANITARY SYSTEM**

- (a) The Owner shall at its own expense and forever maintain all necessary sanitary sewer connections necessary to serve the development; 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.

#### **5. WATER SUPPLY**

- (a) The Owner shall, at its own expense, forever maintain all necessary connections and all internal water supply services necessary to serve the development.
- (b) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall **ONLY** be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.
- (c) The Owner shall comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water 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.

#### **6. STORM SEWER SYSTEM**

- (a) The Owner undertakes the installation, repair, and forever maintenance the private storm water system as identified in the Site Servicing Plan, prepared by Upper Canada Consultants, dated March 4, 2016, attached hereto as Schedule 'D', and approved by the Director of Public Works.

#### **7. ROADS AND ACCESS**

- (a) The Owner shall, at its own expense, prior to construction taking place within a Town Road Allowance, obtain a Town Temporary Works Permit from the Public Works Department.
- (b) The Owner shall, at its own expense, restore any curb cuts and/or reinstate with topsoil and nursery sod the boulevards within the Town Road Allowance to Town standards.
- (c) The Owner shall locate all private signs within the Owner's Lands. A Town Sign permit must be obtained from the By-law Enforcement Division, Department of Fire and Protection Services. A Regional Sign permit must be obtained from Niagara Region for all signs on private property that are placed outside the Regional Road allowance.

- (d) The Owner shall, at its own expense, prior to construction taking place within a Regional Road Allowance, obtain a Regional Construction Encroachment and Entrance Permit from the Region.

## **8. LANDSCAPING AND TREES**

- (a) 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 Landscape Plan prepared by Cosburn Nauboris Ltd. Landscape Architect, dated February 23, 2016, attached hereto as Schedule 'E'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning and Development Services.
- (b) Unless otherwise approved or required by the Town, the Owner shall not remove trees or other vegetation from the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.

## **9. GARBAGE DISPOSAL**

- (a) The Owner shall at all times provide adequate private collection and disposal of garbage and sanitary refuse.

## **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.
- (b) The Owner shall, at its own expense, provide exterior lighting in accordance with the Plan prepared by Manuel Jordao & Associates Ltd. Electrical Engineering, dated December 24, 2015, attached hereto as Schedule 'F'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning and Development Services.

## **11. PARKING, CURBING, DRIVEWAYS AND SIDEWALKS**

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved parking and driveway areas acceptable to the Town.

## **12. BUILDING AND SERVICES**

The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules 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 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.

## **14. DEPOSIT FOR FACILITIES AND WORKS**

- (a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to the lesser of:
  - i. 20 % of the estimated cost of completing the Facilities and Works;
  - or

ii. \$60,000.00.

The parties have calculated that the estimated cost for completion to be One Million One Hundred Twenty-Five Thousand Five Hundred and Fifty-One Dollars (**\$1 125 551.00**) excluding taxes as set out in Schedule 'H' attached hereto and forming part of this Agreement. Therefore, security in the amount of Sixty Thousand (**\$60 000.00**) shall be provided to the Town.

- (b) The 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 Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The 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.
- (c) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Qualified Designer or Professional Engineer, or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.
- (d) 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 Facilities and Works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.
- (e) The release of the deposit by the Town does not release the Owner from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.
- (f) The Owner agrees that all of the Facilities and Works as detailed in Schedule 'H' required to be provided by the Owner shall be provided, installed or constructed before occupancy and shall be maintained at all times in good condition.

## 15. 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; and
- (e) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

## **16. 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.

## **17. REGISTRATION**

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

## **18. 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.

## **19. BUILDING PERMIT**

- (a) 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.
- (b) In addition to paying the Building Permit fee, the Owner shall pay the amount of the applicable Town and Regional Development Charges and cash-in-lieu for park purposes.
- (c) The Owner may utilize credits owing to them for payment of the Town Development Charges and parkland dedication fees in accordance with the Cost Sharing Agreement executed by the Corporation of the Town of Pelham and Fonthill Gardens Inc. on March 31, 2014 and as amended on June 4, 2015.

## **20. PLANS**

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

## **21. 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: Clerk  
Town of Pelham  
P. O. Box 400  
20 Pelham Town Square  
Fonthill, ON L0S 1E0

To the Owner at: Fonthill Gardens Inc.  
4211 Yonge Street, Unit 230  
Toronto, ON M2P 2A9

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 Section 21. Any notice delivered to the party to whom it is addressed in this Section 21 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.

## **22. SCHEDULES**

The originals of the plans set out in Schedule 'B', 'C', 'D', 'E', 'F', and 'G' are available at the offices of the Town at the address set out in Section 21.

## **23. 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.

WITNESS

DARREN OTTAWAY  
(printed name)  
[Signature]  
(signature)

March 23, 2016  
(date)

FONTHILL GARDENS INC.

NEIL SOBERMAN  
(printed name)  
[Signature]  
(signature)

March 23, 2016  
(date)

☒ I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF  
PELHAM

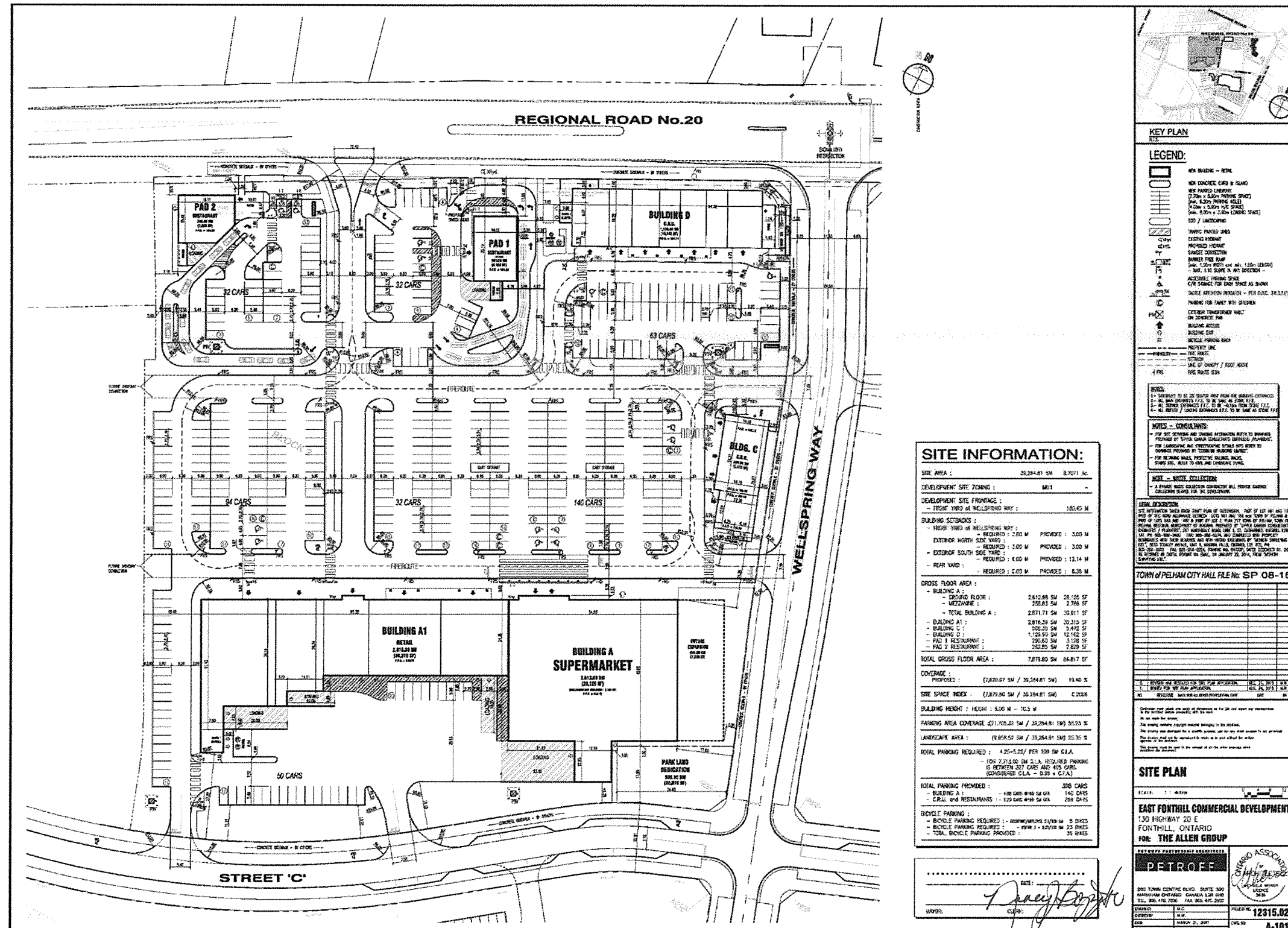
[Signature]  
Mayor Dave Augustyn  
[Signature]  
Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

PIN (LT)

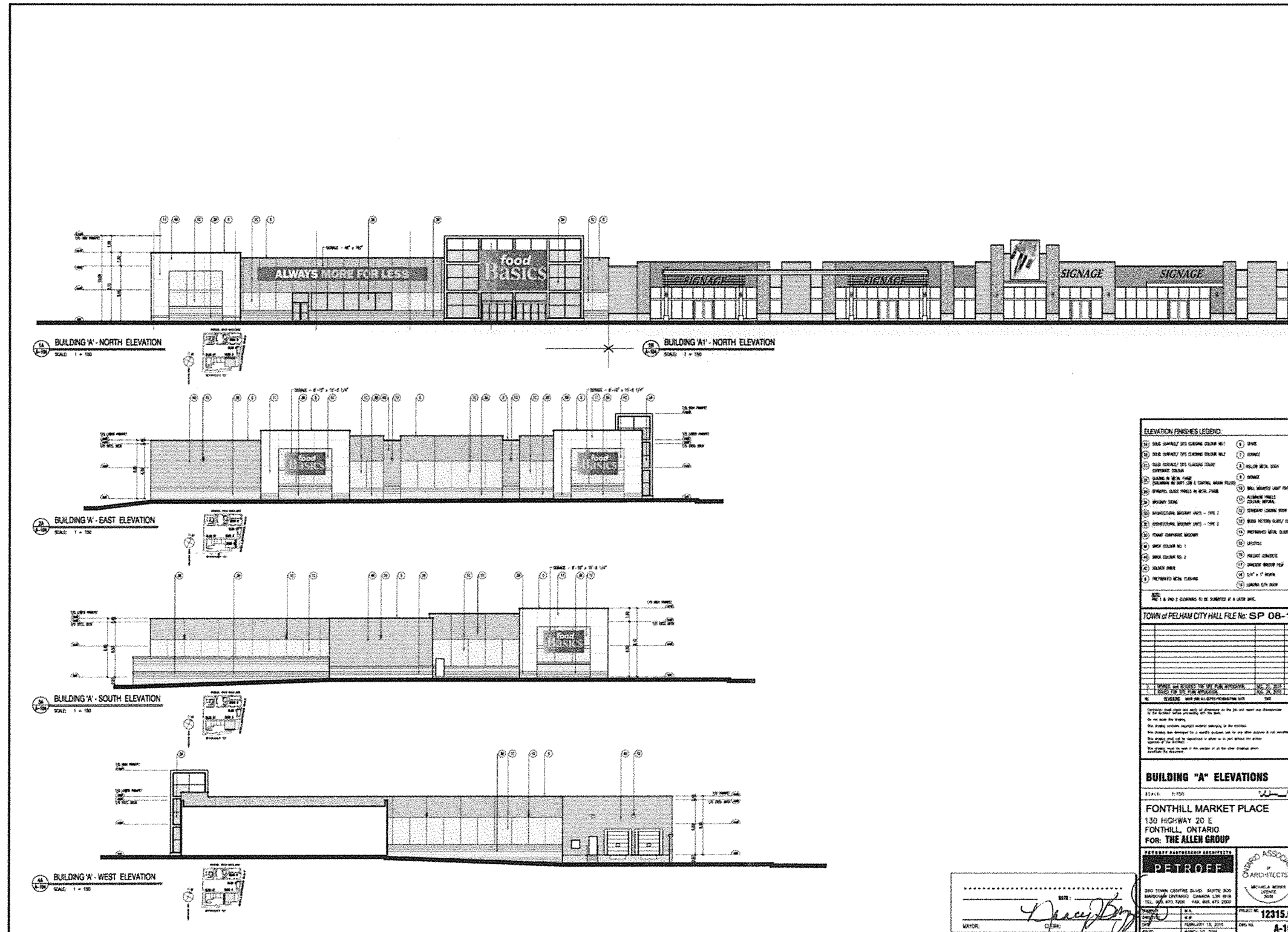
Site Plan, A-101, prepared by Petroff Partnership Architects, dated December 21, 2015.



# SCHEDULE 'C'

## ELEVATIONS

Building 'A' Elevations, A-104, prepared by Petroff Partnership Architects, dated December 21, 2015.



Building 'A1' 'C' and 'D' Elevations, A-103, prepared by Petroff Partnership Architects, dated August 24, 2015.

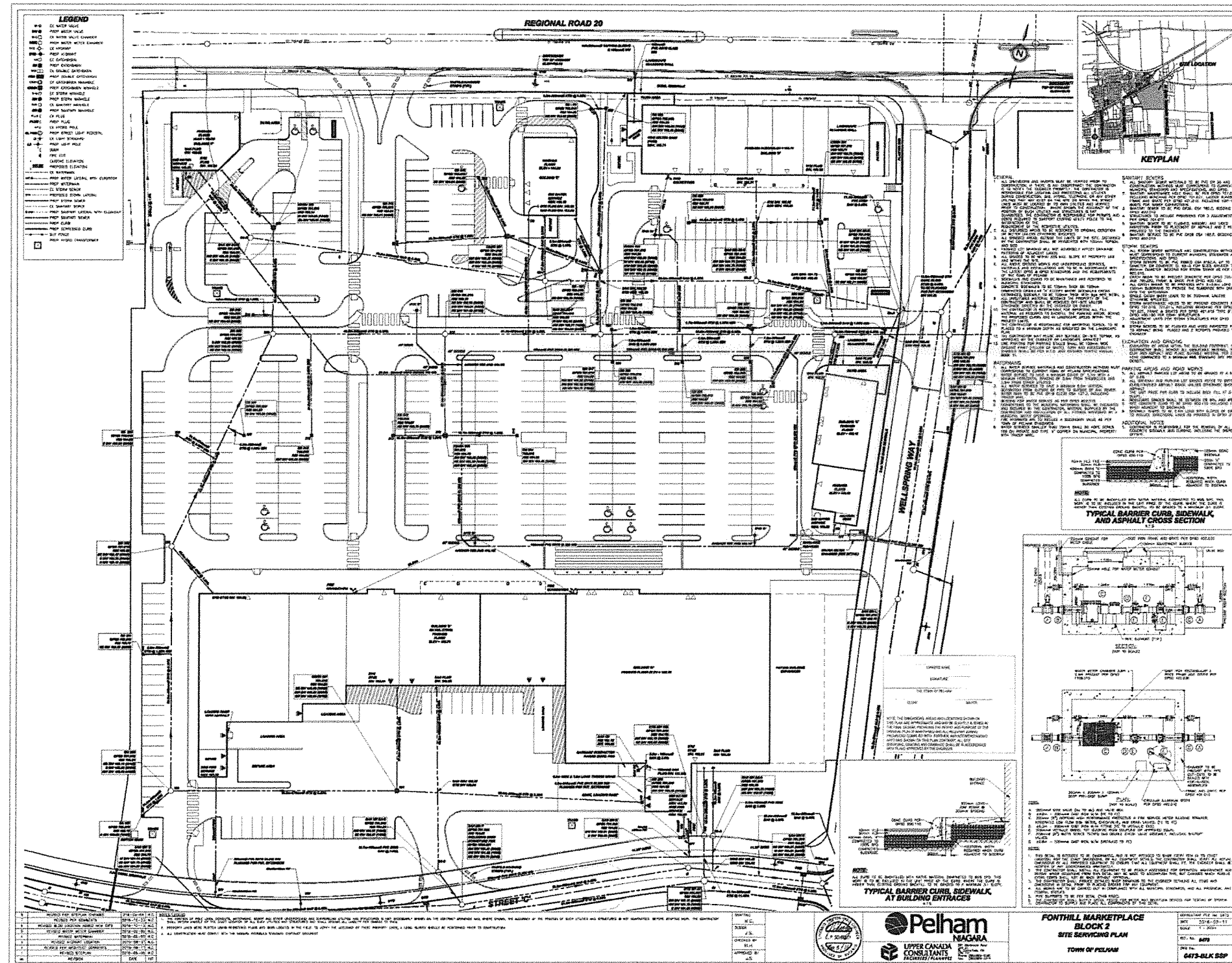


Site Plan Agreement – Fonthill Gardens Inc.  
130 Highway 20 East  
SP-08-15

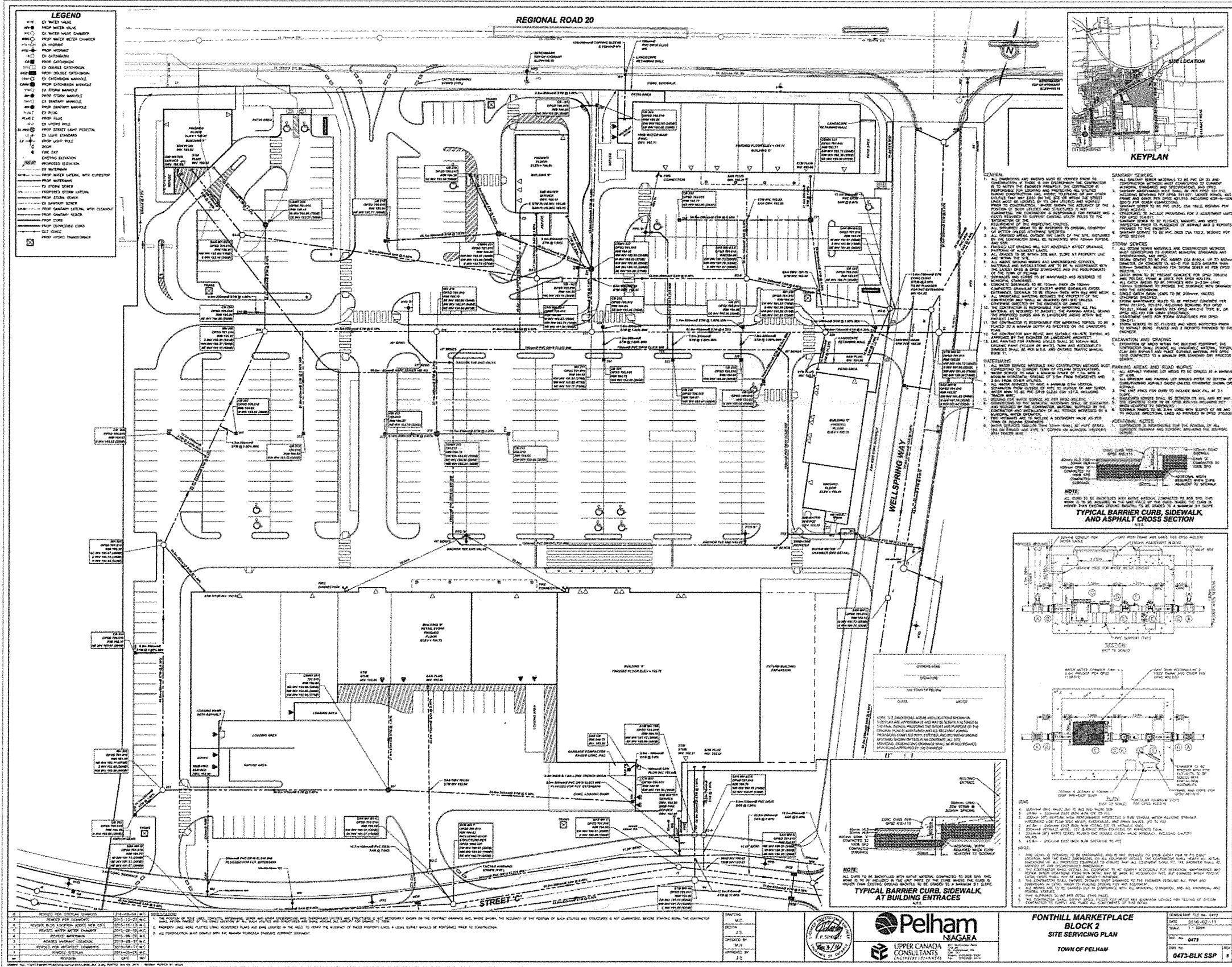


## SITE SERVICING PLANS

Site Grading Plan, 0473-BLK SGP, prepared by Upper Canada Consultants, dated March 4, 2016.



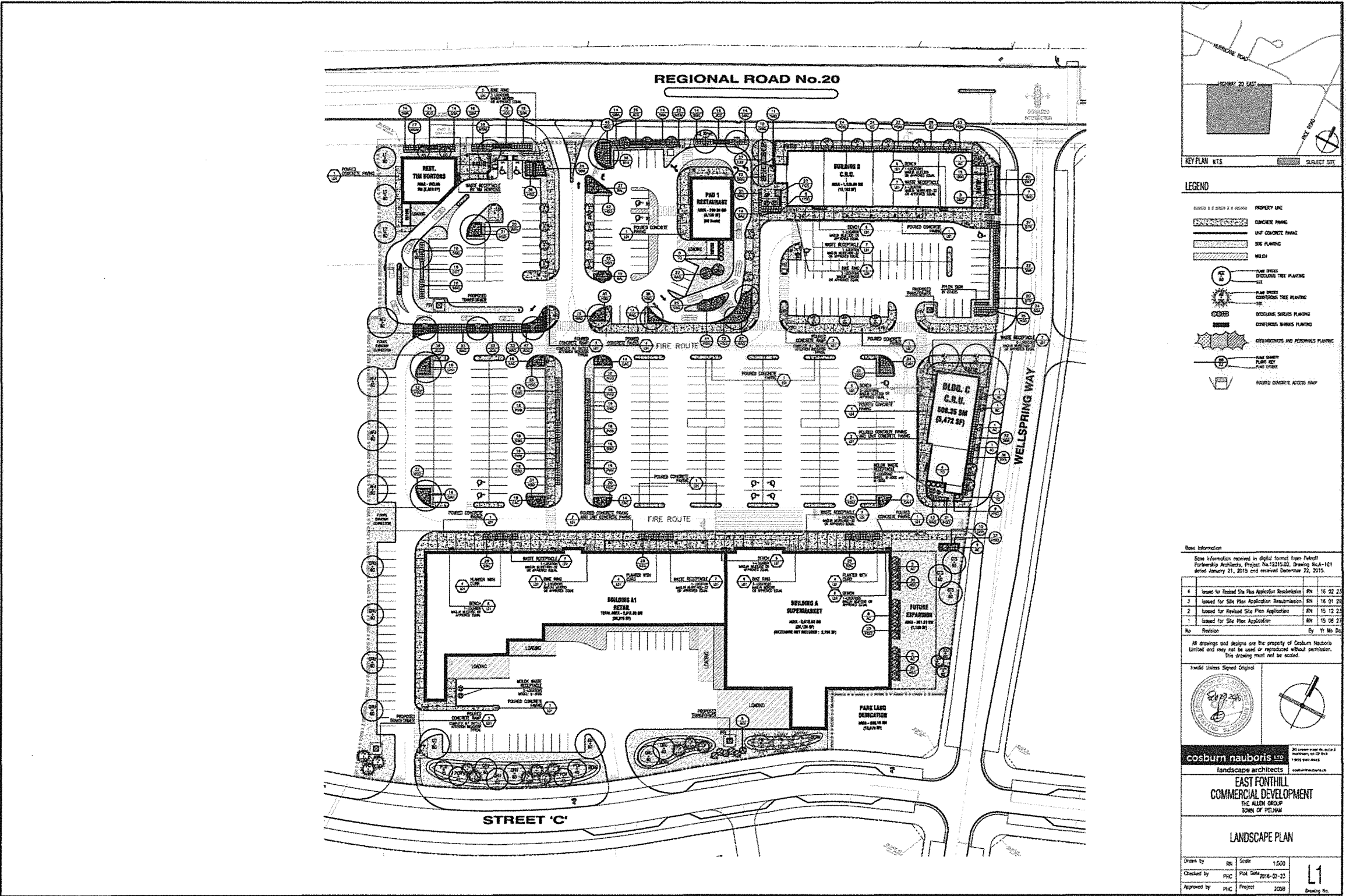
Site Servicing Plan, 0473-BLK SSP, prepared by Upper Canada Consultants, dated March 4, 2016.

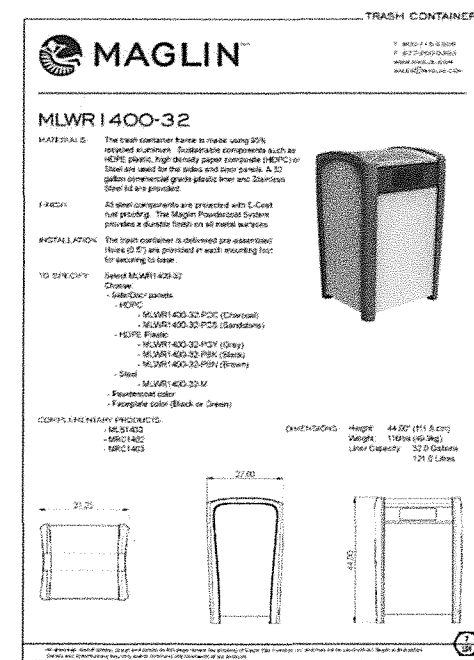
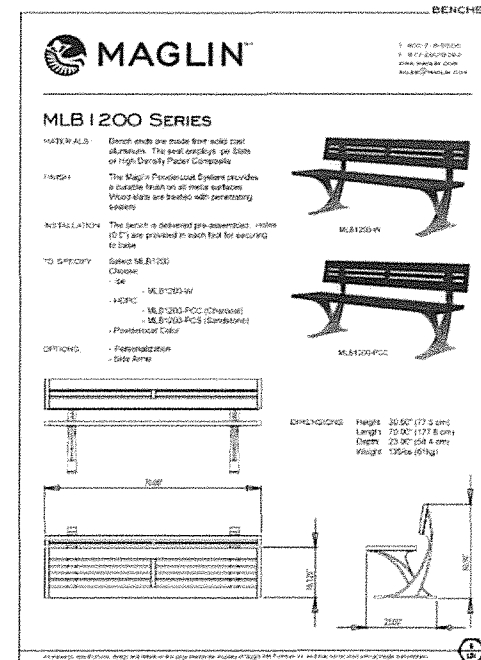
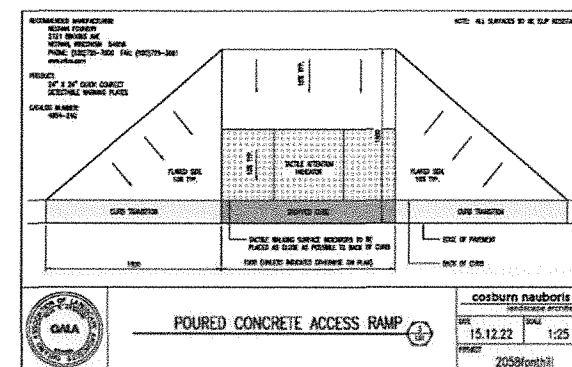
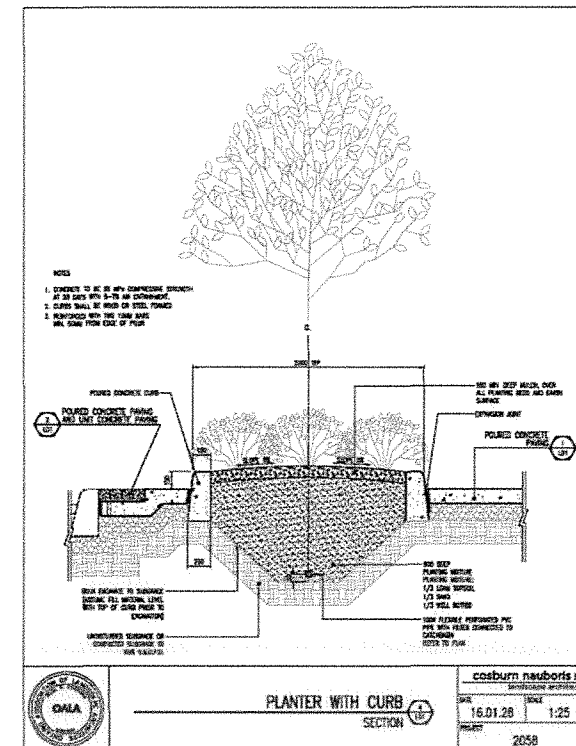




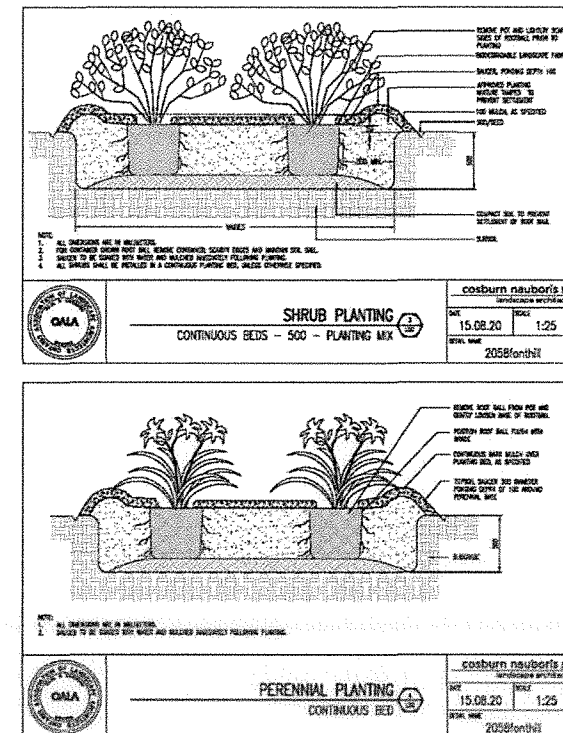
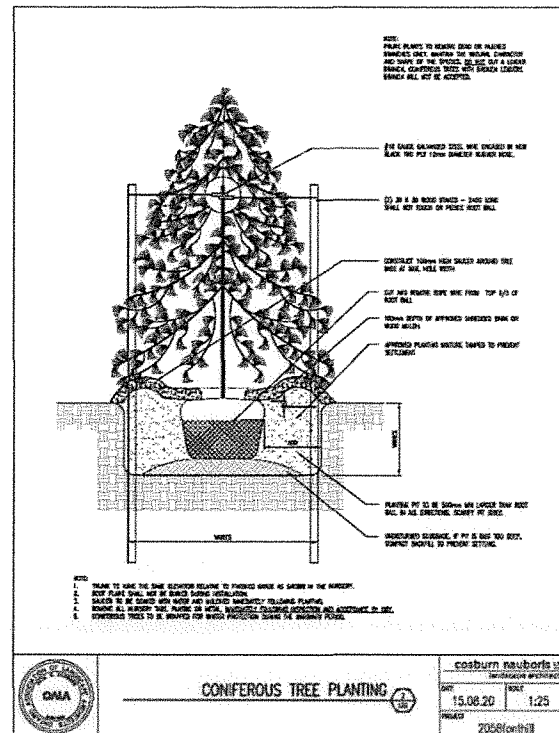
SCHEDULE 'E'  
LANDSCAPE PLAN

Landscape Plan, L1, prepared by Cosburn Nauboris Ltd. Landscape Architect, dated February 23, 2016.





Site Plan Agreement – Fonthill Gardens Inc.  
130 Highway 20 East  
SP-08-15



KEY	QTY.	ESTACAL NAME	COMMON NAME	CAL. (mm)	HT. (cm)	SPREAD (cm)	ROOTS	REMARKS
A430	8	Acer x fraxinifolius "Jefferson"	Ashure Blue Maple	63	-	-	W	-
C002	7	Cela occidentalis	Hollyberry	51	-	-	W	-
G010	12	Ginger Molle "Princeton Sentry"	Princeton Sentry Ginger	63	-	-	W	-
G205	7	Gymnocladia dioica	Kentucky Coffee Tree	63	-	-	W	-
G280	10	Gleditsia bicolorata "Redemaster"	Stemless Honeylocust	63	-	-	W	-
L100	3	Liriodendron tulipifera	Tulip Tree	63	-	-	W	-
PC05	22	Pinus catesbeiana "Lupita"	Scotch Greenheart Pine	45	-	-	W	-
PC06	4	Pinus catesbeiana "Redwing"	Scotch Greenheart Pine	45	-	-	W	-
PC09	2	Pinus virginiana "Schubert"	Schubert's Whitebark	63	-	-	W	-
OP01	5	Quercus rubra "Twiggale"	Twiggale English Oak	63	-	-	W	-
SP05	8	Quercus robur	Red Oak	63	-	-	W	-
VC05	5	Viburnum cinnamomeum	Cinnamon Viburnum	63	-	-	W	-
VC09	1	Viburnum acerifolium "Dawn Snow"	Dawn Snow Viburnum	63	-	-	W	-

P0150	12	Floor glass	White Screen	-	150	-	400	-
P0150	3	Floor sign	Audiotex Plus	-	150	-	400	-
P0150	11	Boys' merchandise	White Card	-	150	-	400	-

KEY	QTY.	BOTANICAL NAME	COMMON NAME	COL. (mm)	Ht. (cm)	SPREAD (cm)	ROOTS	REMARKS
AC100	72	<i>Amelanchier canadensis</i>	Serviceberry	-	150	100	MS	-
		<i>Astr. glabre</i>	Star magnolia	-	150	150	MS	Clump
BT050	85	<i>Berberis thunbergii</i> 'Nanopae'	Japanese Barberry	-	50	30	3 yd. pat.	-
CA050	43	<i>Cornus alba</i> 'Hongkongensis'	Hongkongish Cornus	-	50	30	3 yd. pat.	-
EA020	92	<i>Eurytemis sibirica</i> 'Campanula'	Soft Bunting Bush	-	50	30	3 yd. pat.	-
FR030	36	<i>Fraxinus velutina</i> 'Blackwood'	Blackwood Fraxinus	-	50	30	3 yd. pat.	-
PR050	66	<i>Photocorys stipularis</i> 'Nana'	Dwarf Nandina	-	50	30	3 yd. pat.	-
PR020	212	<i>Rosa acuminata</i> 'Viva-La'	Dwarf Fragrant Rose	-	50	40	3 yd. pat.	-
RE030	37	<i>Ribes alpinum</i>	Alpine Currant	-	50	30	3 yd. pat.	-
SP050	220	<i>Spirea x burbanki</i> 'Anthony Water'	Anthony Water Spirea	-	50	30	3 yd. pat.	-
SP050	315	<i>Spirea x burbanki</i> 'Goldflame'	Goldflame Spirea	-	50	30	3 yd. pat.	-
SP050	50	<i>Spirea x burbanki</i>	Fishy Spirea	-	50	30	3 yd. pat.	-

JCSO	187	<i>Juniperus chinensis</i> v. <i>sargentii</i> 'Glauc'	Blue Sargent Juniper	-	-	50	CC / IP	-
INCSO	18	<i>Juniperus chinensis</i> 'Sargentii'	Blue Sargent	-	-	50	CC / IP	-

CST	87	Chloroceryle a "Kest" Feeder	Feather Root Grass	-	-	-	2 qt. per	-
BCI	16	Deschampsia cespitosa "Turfed"	Tufted Hair Grass	-	-	-	2 qt. per	-
ITS	23	Festuca gracilis "Slender's Blue"	Slender's Blue Fescue	-	-	-	2 qt. per	-
NSM	58	Monardella odorata "Morning Light"	Morning Light Golden Grass	-	-	-	2 qt. per	-
PWW	105	Pricklesia stricta "Mexican"	Mexican Switch Grass	-	-	-	2 qt. per	-

100	252	Hennepin Co State Prison	State Prison Deputy	-	-	-	1 gal. per	-
501	14	Section "Autumn Joy"	Autumn Joy Section	-	-	-	1 gal. per	-

MG - MFG SHED / CG - CHANGING ROOM / FF - FIELD PORTER / PK - PEST CONTROL

ME - ME (SIX) / CG - CHARGE (SIX) / FP - FIELD POINT / pot - POT (SIX)

### Basic information

These information received in digital format from Petrol  
Partnership Architects, Project No.12315.02, Drawing No.A-101  
dated January 23, 2015 and received December 22, 2015.

4	Issued for Revised Site Plan Application Resubmission	RN	16 02 23
3	Issued for Site Plan Application Resubmission	RN	16 01 28
2	Issued for Revised Site Plan Application	RN	15 12 23
1	Issued for Site Plan Application	RN	15 06 27

No.	Revision	By	Yr	Mo	Day
-----	----------	----	----	----	-----

All drawings and designs are the property of Costum Novelties Limited and may not be used or reproduced without permission.  
This drawing must not be copied.

Intell Union Saved Original



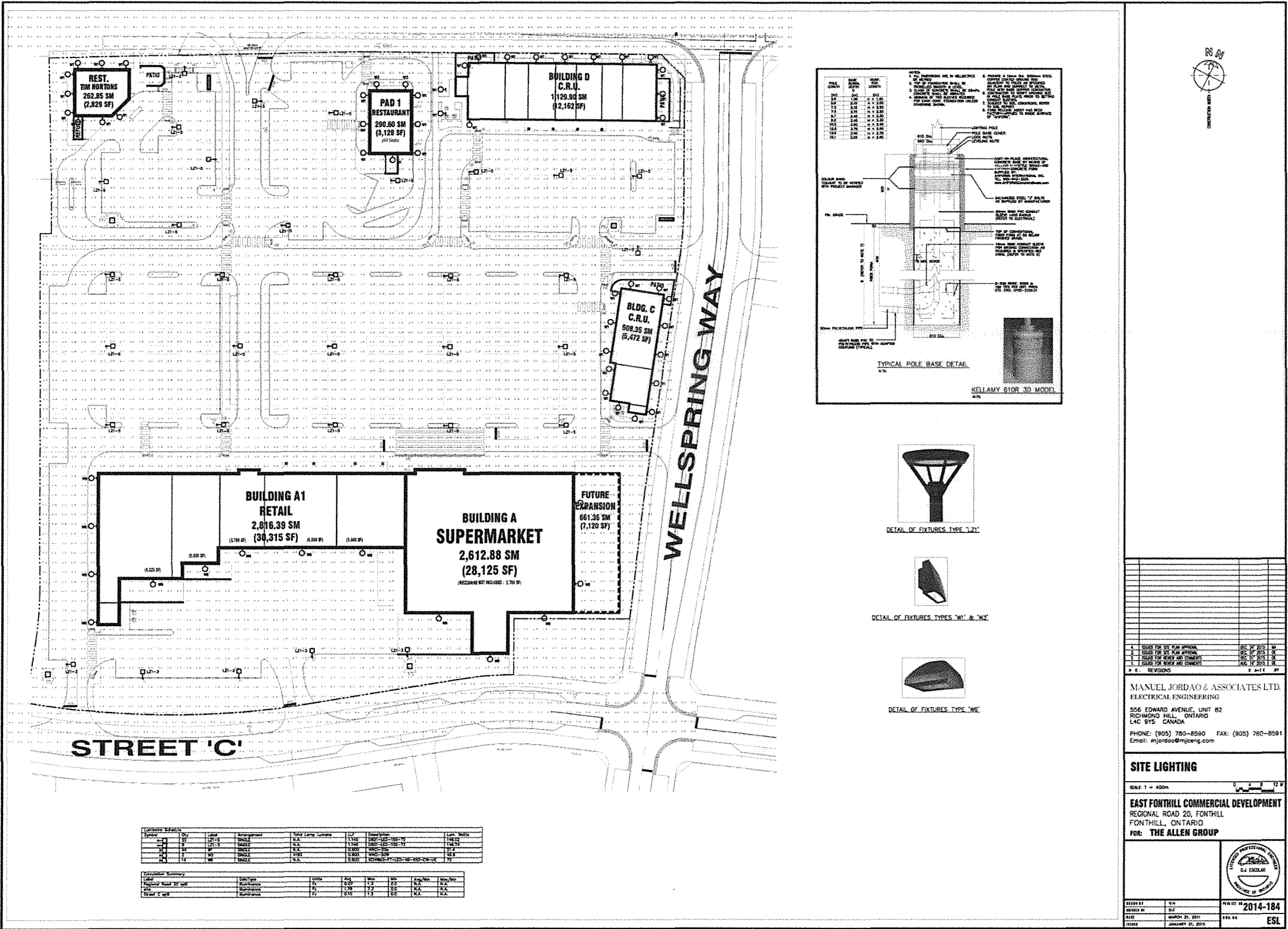
**cosburn nauboris LTD**  
landscape architects

**EAST FONTHILL  
COMMERCIAL DEVELOPMENT**  
THE ALLEN GROUP  
TOWN OF PELHAM

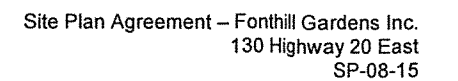
Drawn by	RN	Scale	AS SHOWN	LD2
Checked by	PHC	Plot Date	2016-02-23	
Approved by	PHC	Project	2058	

SCHEDULE 'F'  
PHOTOMETRIC PLAN

Site Lighting, ESL, prepared by Manuel Jordao & Associates Ltd., dated December 24, 2015.



Truck Routes Site Plan, TA-101, prepared by Petroff Partnership Architects, dated December 21, 2015.





SCHEDULE 'H'

COST ESTIMATES FOR FACILITIES AND WORKS

The on-site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
<b>Site Works</b>	
Water Distribution	n/a
Sanitary System	n/a
Storm System	n/a
Granular Roads (asphalt, concrete curb and sidewalk, line painting, steel bollards)	\$804 345.00
<b>Landscaping</b>	
Topsoil	\$13 600.00
Seeding/Sodding	\$13 600.00
Shrub and Groundcover Planting (including annuals and perennials)	\$72 295.00
Trees	\$41 200.00
Hard Landscaping Elements (unit concrete banding)	\$8 100.00
Outdoor Furnishings (i.e. benches, etc.)	\$25 600.00
<b>Sub-Total</b>	<b>\$978 740.00</b>
Contingency and Engineering (15%)	\$146 811.00
<b>Sub-Total</b>	<b>\$1 125 551.00</b>
HST (13%)	\$146 321.63
<b>TOTAL</b>	<b>\$1 271 872.60</b>

In accordance with Section 14 (a) of this Agreement, that the estimated cost for completion shall be in the amount of One Million One Hundred Twenty-Five Thousand Five Hundred and Fifty-One Dollars (\$1 125 551.00) excluding taxes.