

THIS AGREEMENT made this 25th day of July, 2016 A.D.

BETWEEN:

**1451574 ONTARIO INC.**

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

**PENFINANCIAL CREDIT UNION LIMITED**

Hereinafter called the "Mortgagee"

OF THE FIRST PART

- and -

**PARKLAND FUEL CORPORATION**

Hereinafter called the "Mortgagee"

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter called the "Town"

OF THE SECOND PART

*WHEREAS Parkland Industries Ltd. purchased the assets of Pioneer Energy Management Inc. pursuant to an asset purchase agreement dated September 25, 2014;*

*AND WHEREAS effective January 1, 2017, Parkland Industries Ltd. effected a short form amalgamation with its parent, Parkland Fuel Corporation, under Section 184 (1) of the Business Corporations Act (Alberta) and the amalgamated entity continues under the name Parkland Fuel Corporation;*

**AND 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, dated the 19<sup>th</sup> day of August, 1996, with the Estate of Maurice Alan Young (registered as Instrument No. 713784); a site plan agreement, dated the 20<sup>th</sup> day of April, 2005, with 1451574 Ontario Inc. (registered as Instrument No. SN73953); and, a site plan agreement, dated the 23<sup>rd</sup> day of April, 2009, with 1451574 Ontario Inc. (registered as Instrument No. SN243440);

**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 adding additional parking spaces and orientation changes 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. The site plan agreement is hereby amended by deleting Schedule 'B' and Schedule 'E' and replacing with the Schedule 'B' and Schedule 'E' attached to this agreement.

2. The site plan agreement is hereby further amended by replacing the following clauses:

#### 17. 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 Twenty Four Thousand Seven Hundred and Twenty Five Dollars **(\$24 725.00)** excluding taxes as set out in Schedule 'E' attached hereto and forming part of this Agreement. Therefore, security in the amount of Four Thousand Nine Hundred and Forty-Five Dollars **(\$4 945.00)** 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 required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by

the Chief Building Official and shall be maintained at all times in good condition.

**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: 1451574 Ontario Inc.  
80 Old Forest Hill Road  
Toronto, ON M5P 2R5

To the Mortgagee at: PenFinancial Credit Union Limited  
9-460 St. David's Road  
St. Catharines, ON L2T 4E6

To the Mortgagee at: Parkland Fuel Corporation  
1122 International Blvd.  
Suite 700  
Burlington, ON L7L 6Z8

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 plan set out in Schedule 'B' 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**

**1451574 ONTARIO INC.**

LISA YOUNG  
(printed name)

JOHAN YOUNG  
(printed name)

(signature)

(signature)

FEB 8/2017  
(date)

FEB 8/17  
(date)

I have the authority to bind the Corporation

WITNESS

Monika Hemmer Black  
(printed name)

*Monika Black*  
(signature)

Feb. 13, 2017  
(date)

PENFINANCIAL CREDIT UNION LIMITED

STEE COOPER  
(printed name)

*Stee Cooper*  
(signature)

FEB 13, 2017  
(date)

I have the authority to bind the Corporation

WITNESS

Barb Christensen  
(printed name)

*Barb Christensen*  
(signature)

February 6, 2017  
(date)

PARKLAND FUEL CORPORATION

Dave MacFarlane  
Director, Real Estate

*Dave MacFarlane*  
(signature)

February 6, 2017  
(date)

I have the authority to bind the Corporation

WITNESS

Barb Christensen  
(printed name)

*Barb Christensen*  
(signature)

February 6, 2017  
(date)

PARKLAND FUEL CORPORATION

Tom White  
Director, Real Estate

*Tom White*  
(signature)

February 6, 2017  
(date)

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF  
PELHAM

*Dave Augustyn*

Mayor Dave Augustyn

*Nancy J. Bozzato*

Clerk Nancy J. Bozzato

## SCHEDULE 'A'

### LEGAL DESCRIPTION

PIN 64035-0285 (LT)

Part Lots 2 and 3 Concession 7 Pelham; Part Road Allowance between Lots 2 and 3 Concession 7 Pelham (closed by BL-176) as in RO454084; Pelham.



## SCHEDULE 'E'

### 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>	
Grading	\$20 000.00
Granular Material	
Curbing / Sidewalks	
Parking / Loading / Driveway Surface (i.e. asphalt/other)	
Stormwater Management Facilities (including storm sewers)	
Water and Sewer Facilities	
Lighting	
Garbage Facilities	\$1 500.00
Any Other Site Specific Works (i.e. guardrails, retaining wall, etc.)	
<b>Landscaping</b>	
Excavation for Landscaping Purposes	
Topsoil	
Seeding/Sodding	
Shrub and Groundcover Planting (including annuals and perennials)	
Hard Landscaping Elements (i.e. interlocking, stone, concrete, etc.)	
Bed Edger / Mulch	
Fencing (including noise attenuation)	
Outdoor Furnishings (i.e. play equipment, benches, gazebo, etc.)	
Other	
<b>Sub-Total</b>	<b>\$21 500.00</b>
Contingency and Engineering (15%)	\$3 225.00
<b>Sub-Total</b>	<b>\$24 725.00</b>
HST (13%)	\$3 214.25
<b>TOTAL</b>	<b>\$27 939.25</b>

In accordance with Section 17 (a) of this Agreement, that the estimated cost for completion shall be in the amount of Twenty Four Thousand Seven Hundred and Twenty Five Dollars (**\$24 725.00**) excluding taxes.

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 HWY 20  
FONTHILL

**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  
20 Pelham Town Square  
Fonthill, ON L0S 1E0

I, Dave Augustyn, Mayor and I, Nancy J. Bozzato, Town Clerk, have the authority to bind the corporation.  
This document is not authorized under Power of Attorney by this party.

**Statements**

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

The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Town of Pelham

Schedule: See Schedules

**Signed By**

Monica Evelyn Wolfe acting for Signed 2017 03 31  
39 Queen St. P. O. Box 24022  
St. Catharines Applicant(s)  
L2R 7P7

Tel 905-688-1125  
Fax 905-688-5725

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 2017 03 31  
St. Catharines  
L2R 7P7

Tel 905-688-1125  
Fax 905-688-5725

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.35  
Total Paid \$63.35

**File Number**

Applicant Client File Number : 43029

**SCHEDULE 'A'**

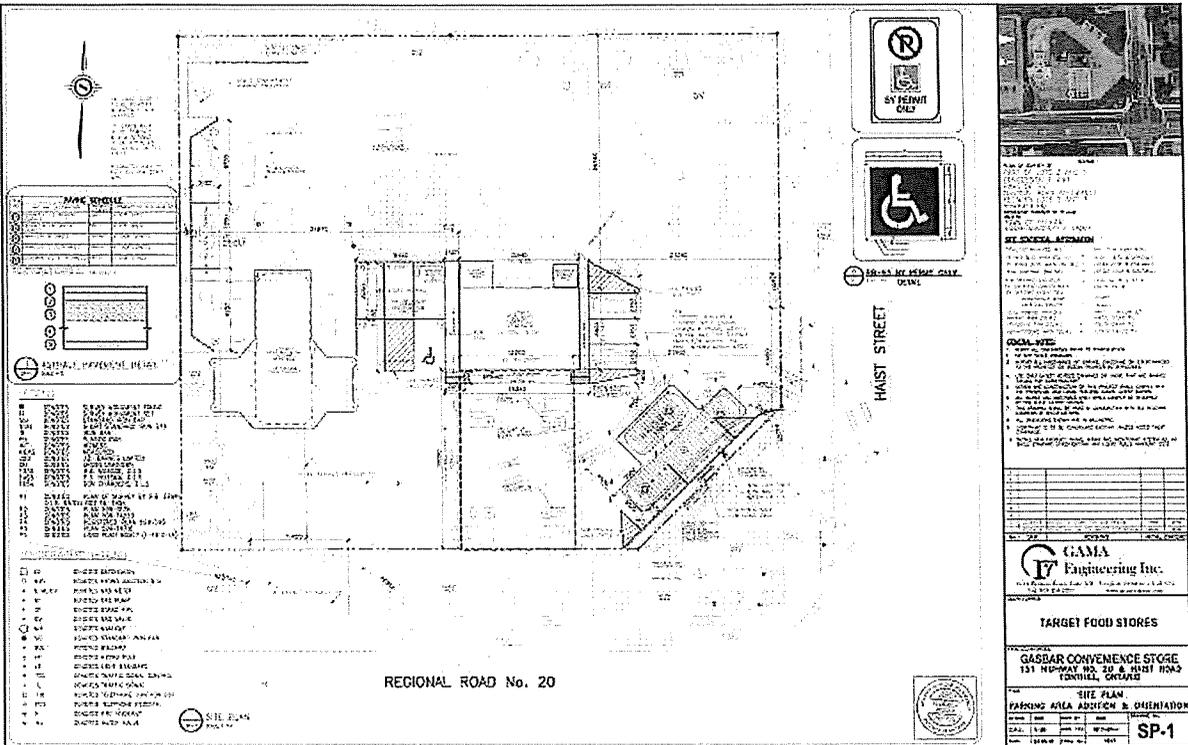
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# SCHEDULE 'B' SITE PLAN

Site Plan Parking Area Addition & Orientation, SP-1, prepared by Gamma Engineering Inc., dated May 30, 2016.



## SCHEDULE 'E'

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Curbing / Sidewalks	
Parking / Loading / Driveway Surface (i.e. asphalt/other)	
Stormwater Management Facilities (including storm sewers)	
Water and Sewer Facilities	
Lighting	
Garbage Facilities	\$1 500.00
Any Other Site Specific Works (i.e. guardrails, retaining wall, etc.)	
<b>Landscaping</b>	
Excavation for Landscaping Purposes	
Topsoil	
Seeding/Sodding	
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Hard Landscaping Elements (i.e. interlocking, stone, concrete, etc.)	
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