

THIS AGREEMENT made this 22nd day of August, 2016 A.D.

BETWEEN:

MICHAEL KOROLYK

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 previous entered into a site plan agreement, dated the 7th day of October, 2005, with Michael Korolyk (registered as Instrument No. SN96418);

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 existing building for office purposes 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 'C' and replacing with the Schedule 'B' and Schedule 'C' attached to this agreement.
2. The site plan agreement is hereby further amended by replacing the following clauses:
 13. 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 of Twenty Six Thousand One Hundred Dollars (**\$26 100.00**) excluding taxes as set out in Schedule 'C' attached hereto and forming part of this Agreement. Therefore, security in the amount of Five Thousand Two Hundred and Twenty Dollars (**\$5 220.00**) 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.

20. 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:	Michael Korozyk 663 Sixteen Road Ridgeville, ON L0S 1M0

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 20. Any notice delivered to the party to whom it is addressed in this Section 20 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.

21. 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 20.

22. BINDING EFFECT

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

3. The site plan agreement is hereby further amended by adding the following clause:

The Owner agrees to pay the parkland dedication fee at the time a building permit is issued for the work set out in Schedule 'B'.

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

WITNESS

MICHAEL KOROLYK

Julie Hannah
(printed name)

MIKE KOROLYK
(printed name)

Julie Hannah
(signature)

[Signature]
(signature)

Aug 23, 2016
(date)

Aug 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'

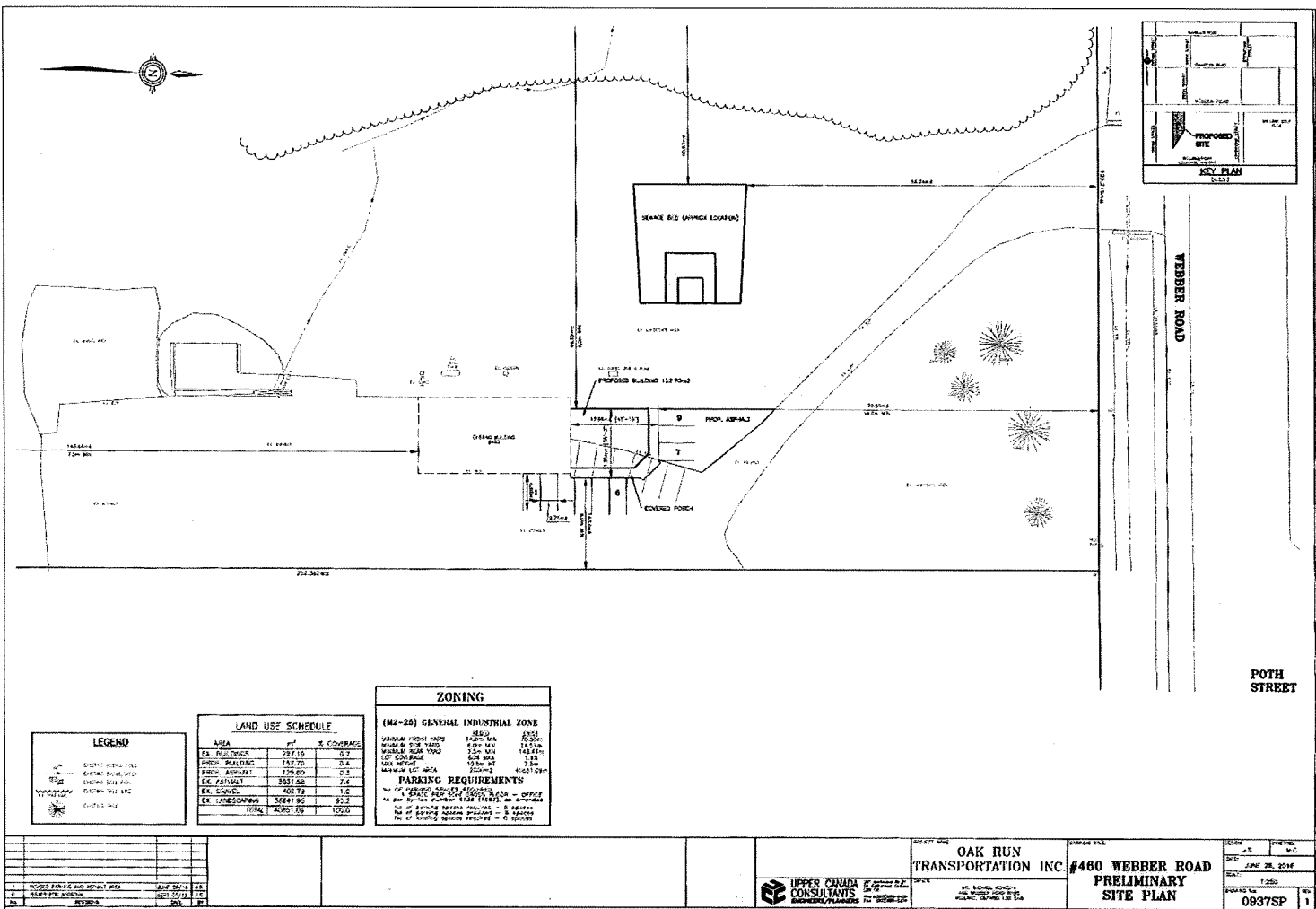
LEGAL DESCRIPTION

PIN 64399-0087 (LT)

Part Lot 9 Concession 14 Pelham as in RO691052 except BB95912; Pelham

SCHEDULE 'B' SITE PLAN

Preliminary Site Plan, 0937SP, prepared by Upper Canada Consultants,
dated June 28, 2016.



 TUCKER DESIGN BUILD INC.	
SERVICES OFFERED RANGE FROM \$100,000 - \$1,000,000 \$1,000,000 - \$5,000,000 \$5,000,000 - \$10,000,000 \$10,000,000 - \$25,000,000 \$25,000,000 - \$50,000,000 \$50,000,000 - \$100,000,000 \$100,000,000 - \$250,000,000 \$250,000,000 - \$500,000,000 \$500,000,000 - \$1,000,000,000 \$1,000,000,000 - \$2,500,000,000 \$2,500,000,000 - \$5,000,000,000 \$5,000,000,000 - \$10,000,000,000 \$10,000,000,000 - \$25,000,000,000 \$25,000,000,000 - \$50,000,000,000 \$50,000,000,000 - \$100,000,000,000 \$100,000,000,000 - \$250,000,000,000 \$250,000,000,000 - \$500,000,000,000 \$500,000,000,000 - \$1,000,000,000,000 \$1,000,000,000,000 - \$2,500,000,000,000 \$2,500,000,000,000 - \$5,000,000,000,000 \$5,000,000,000,000 - \$10,000,000,000,000 \$10,000,000,000,000 - \$25,000,000,000,000 \$25,000,000,000,000 - \$50,000,000,000,000 \$50,000,000,000,000 - \$100,000,000,000,000 \$100,000,000,000,000 - \$250,000,000,000,000 \$250,000,000,000,000 - \$500,000,000,000,000 \$500,000,000,000,000 - \$1,000,000,000,000,000 \$1,000,000,000,000,000 - \$2,500,000,000,000,000 \$2,500,000,000,000,000 - \$5,000,000,000,000,000 \$5,000,000,000,000,000 - \$10,000,000,000,000,000 \$10,000,000,000,000,000 - \$25,000,000,000,000,000 \$25,000,000,000,000,000 - \$50,000,000,000,000,000 \$50,000,000,000,000,000 - \$100,000,000,000,000,000 \$100,000,000,000,000,000 - \$250,000,000,000,000,000 \$250,000,000,000,000,000 - \$500,000,000,000,000,000 \$500,000,000,000,000,000 - \$1,000,000,000,000,000,000 \$1,000,000,000,000,000,000 - \$2,500,000,000,000,000,000 \$2,500,000,000,000,000,000 - \$5,000,000,000,000,000,000 \$5,000,000,000,000,000,000 - \$10,000,000,000,000,000,000 \$10,000,000,000,000,000,000 - \$25,000,000,000,000,000,000 \$25,000,000,000,000,000,000 - \$50,000,000,000,000,000,000 \$50,000,000,000,000,000,000 - \$100,000,000,000,000,000,000 \$100,000,000,000,000,000,000 - \$250,000,000,000,000,000,000 \$250,000,000,000,000,000,000 - \$500,000,000,000,000,000,000 \$500,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000 \$1,000,000,000,000,000,000,000 - \$2,500,000,000,000,000,000,000 \$2,500,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000 \$5,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000 \$10,000,000,000,000,000,000,000 - \$25,000,000,000,000,000,000,000 \$25,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000 \$50,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000 \$100,000,000,000,000,000,000,000 - \$250,000,000,000,000,000,000,000 \$250,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000 \$500,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000,000 \$1,000,000,000,000,000,000,000,000 - \$2,500,000,000,000,000,000,000,000 \$2,500,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000 \$5,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000 \$10,000,000,000,000,000,000,000,000 - \$25,000,000,000,000,000,000,000,000 \$25,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000 \$50,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000 \$100,000,000,000,000,000,000,000,000 - \$250,000,000,000,000,000,000,000,000 \$250,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000 \$500,000,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000,000,000 \$1,000,000,000,000,000,000,000,000,000 - \$2,500,000,000,000,000,000,000,000,000 \$2,500,000,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000,000 \$5,000,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000,000 \$10,000,000,000,000,000,000,000,000,000 - \$25,000,000,000,000,000,000,000,000,000 \$25,000,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000,000 \$50,000,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000,000 \$100,000,000,000,000,000,000,000,000,000 - \$250,000,000,000,000,000,000,000,000,000 \$250,000,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000,000 \$500,000,000,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000	

SCHEDULE 'C'

COST ESTIMATES FOR FACILITIES AND WORKS

The on-site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
Site Works	
Grading	\$500.00
Granular Material	\$1 500.00
Curbing / Sidewalks	\$3 200.00
Parking / Loading / Driveway Surface (i.e. asphalt/other)	\$15 000.00
Stormwater Management Facilities (including storm sewers)	
Water and Sewer Facilities	\$4 000.00
Lighting	\$1 200.00
Garbage Facilities	
Any Other Site Specific Works (i.e. guardrails, retaining wall, etc.)	
Landscaping	
Excavation for Landscaping Purposes	\$500.00
Topsoil	
Seeding/Sodding	\$200.00
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	
Sub-Total	\$26 100.00
Contingency and Engineering (15%)	
Sub-Total	\$26 100.00
Sub-Total	\$26 100.00
HST (13%)	\$3 393.00
TOTAL	\$29 493.00

In accordance with Section 17 (a) of this Agreement, that the estimated cost for completion shall be in the amount of Twenty Six Thousand One Hundred Dollars (\$26 100.00) excluding taxes.

SP Karolyk

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

Properties

PIN 64399 - 0087 LT
Description PT LT 9 CON 14 PELHAM AS IN RO691052 EXCEPT BB95912.; PELHAM
Address WELLAND

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 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	39 Queen St. P. O. Box 24022 St. Catharines L2R 7P7	acting for Applicant(s)	Signed 2016 08 24
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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 St. Catharines L2R 7P7
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Tel	905-688-1125
Fax	905-688-5725

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

File Number

Applicant Client File Number : 43029