

THIS AGREEMENT made this 21st day of February, 2017 A.D.

BETWEEN:

FONTHILL GARDENS INC.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

MERIDIAN CREDIT UNION

Hereinafter called the "Mortgagee"

OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE THIRD 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, dated the 21st day of March, 2016, with Fonthill Gardens Inc.;

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 a one storey building for commercial purposes in accordance with Schedules 'B' and 'C' 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 adding to Schedule 'B' the site plan and Schedule 'C' the elevations attached to this agreement.
2. The site plan agreement is hereby further amended by replacing the following clauses:

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.
 42111 Yonge Street #230
 Toronto, ON M2P 2A9

To the Mortgagee: Meridian Credit Union
 1567 Niagara Stone Road
 Virgil, ON L0S 1T0

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' and 'C' 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


(printed name)

(signature)

(date)

FONTHILL GARDENS INC.

NEIL SOBERMAN
(printed name)


(signature)

MARCH 14, 2017
(date)

☐ I have the authority to bind the Corporation


WITNESS

(printed name)

(signature)

(date)

MERIDIAN CREDIT UNION


(printed name)

Neil Soberman, Director Commercial Services
(signature)

Meridian Credit Union Limited
1567 Niagara Stone Road
Niagara-on-the-Lake ON L0S 1J0
(date) February 21, 2017

☒ I have the authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF
PELHAM**


Mayor Dave Augustyn


Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

PIN 64063-0273 (LT)

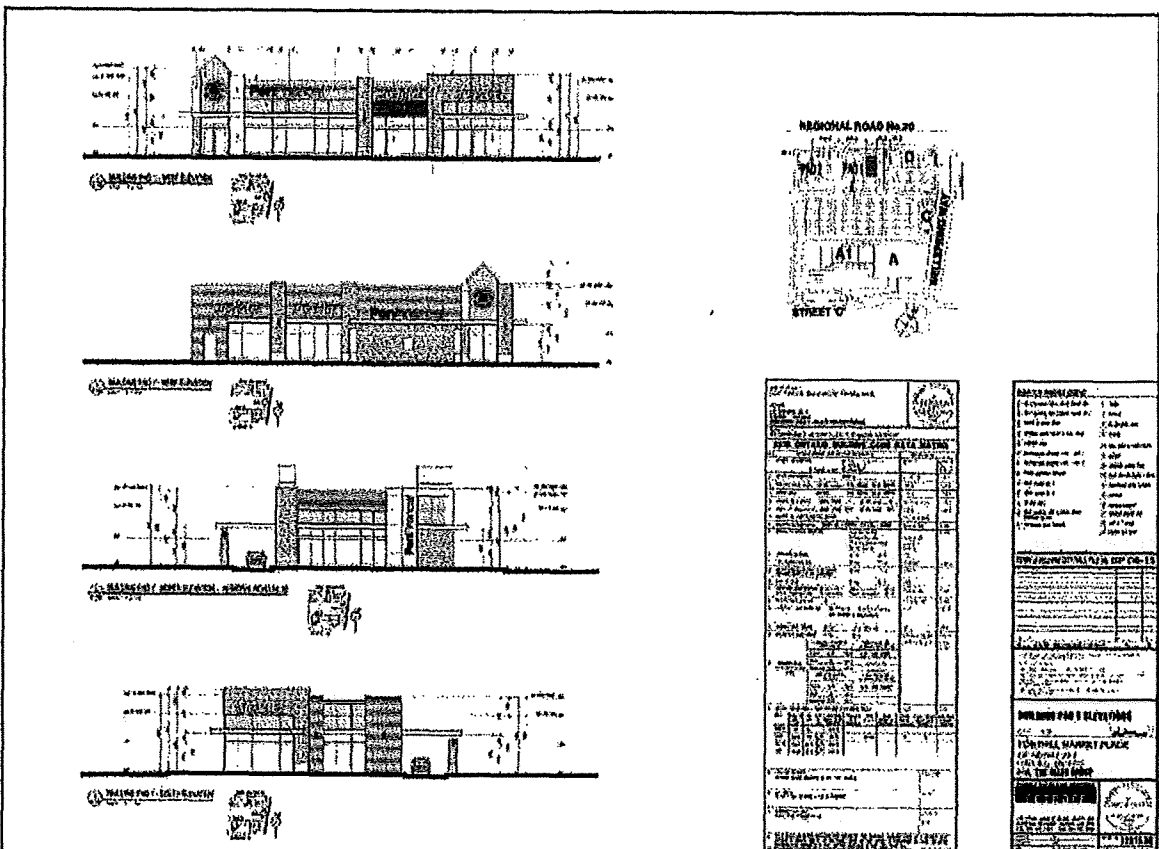
Block 2, 59M-432

SITE PLAN

[illegible]

SCHEDULE 'C' ELEVATIONS

Building Pad 1 Elevations, A-105, prepared by Petroff Parnership Architects,
dated December 19, 2016 issued February 7, 2017.



3832(2017)

Green

LRO # 59 Notice

Received as SN505244 on 2017 03 30 at 09:43

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

yyyy mm dd Page 1 of 7

Properties

Pin 64063 - 0273 LT
Description BLOCK 2, PLAN 59M432: SUBJECT TO AN EASEMENT IN GROSS AS IN SN489305; TOGETHER WITH AN EASEMENT AS IN SN482259; SUBJECT TO AN EASEMENT IN GROSS AS IN SN311461; TOWN OF PELHAM
Address 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, Mayor Dave Augustyn, and I, Clerk Nancy J. Bozzato, 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 | 2017 03 30 |
| 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 | 2017 03 30 |
| 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

Planning

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OF THE FIRST PART

- and -

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Hereinafter called the "Mortgagee"

OF THE SECOND PART

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| | Fonthill, ON L0S 1E0 |

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WITNESS

FONTHILL GARDENS INC.

(printed name)

(printed name)

(signature)

(signature)

(date)

(date)

☐ I have the authority to bind the Corporation

WITNESS

MERIDIAN CREDIT UNION

(printed name)

(printed name)

(signature)

(signature)

(date)

(date)

☒ I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF
PELHAM

Mayor Dave Augustyn

Clerk Nancy J. Bozzato

SCHEDULE 'A'

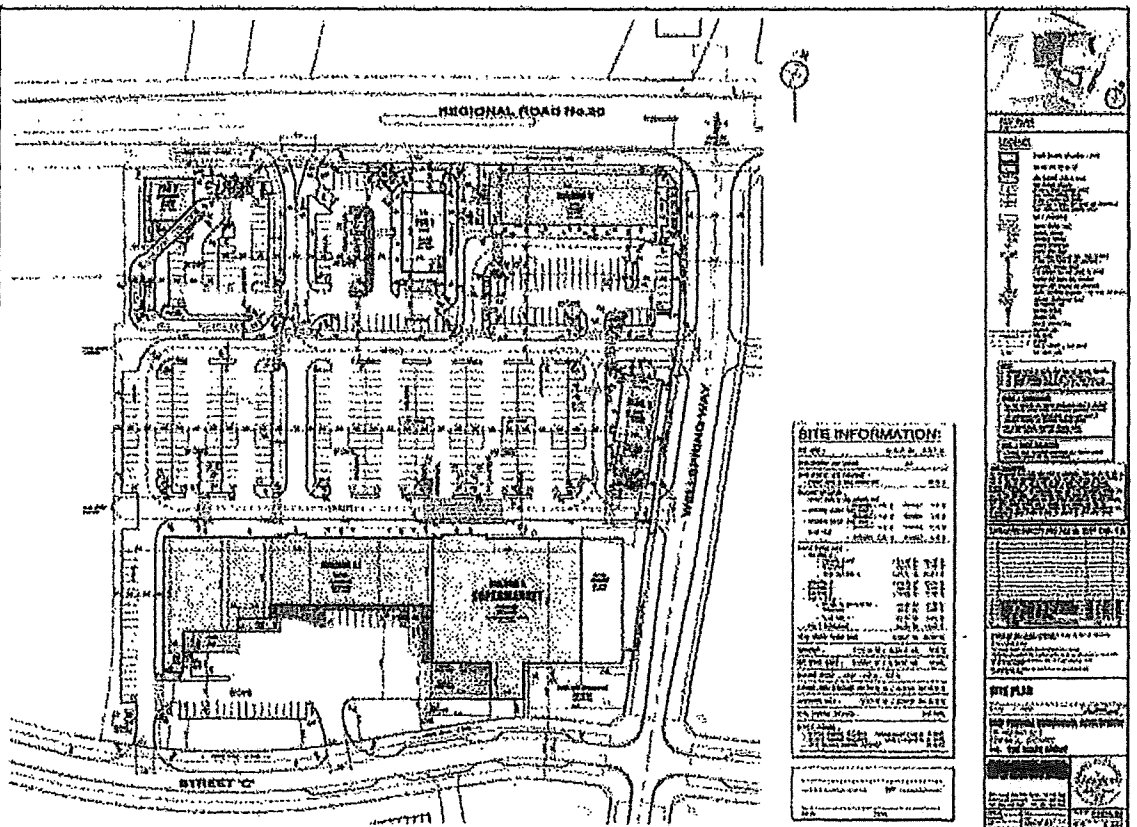
LEGAL DESCRIPTION

PIN 64063-0273 (LT)

Block 2, 59M-432

SITE PLAN

dated March 21, 2011 issued February 6, 2017.



SCHEDULE 'C' **ELEVATIONS**

Building Pad 1 Elevations, A-105, prepared by Petroff Partnership Architects,
dated December 19, 2016 issued February 7, 2017.

