

THIS AGREEMENT made this 15th day of January, 2018 A.D.
BETWEEN:

706014 ONTARIO INC. AND 766432 ONTARIO 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 previously entered into a site plan agreement, dated September 16, 1996 with 766432 Ontario Inc. and 706014 Ontario Inc. (registered as RO713783 on 1996/10/07);

AND WHEREAS the Owner has previously amended the original site plan agreement, dated December 9, 2005 with 766432 Ontario Inc. and 706014 Ontario Inc. (registered as Instrument No. SN105588 on 2006/01/05)

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 proposing to construct a southerly warehouse addition to the existing building for agricultural product 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;

AND WHEREAS it is necessary to amend the Site Plan Agreement;

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 Schedules 'B', 'C', and 'E' attached thereto and replacing it with Schedules 'B', 'C' and 'D' attached herein.
2. The Site Plan Agreement is hereby further amended as follows:
 - A. Delete Section 7 and replace with,
 - "7. Parking and Driveways
 - a) The Owner shall, at their own expense, provide and at all times maintain on the said lands, the paved parking areas capable of

accommodating the required number of parking spaces and loading spaces in accordance with the Zoning By-law in effect.:"

B. Delete Section 8 and replace with,

"8. Grading and Landscaping

- b) The Owner shall grade the lands in accordance with the grading shown on the Site Plan attached as Schedule 'B' attached hereto, and shall ensure that all surface drainage is directed away from adjacent properties.
- c) The Owners agree to maintain the existing landscaping as shown on the Site Plan attached as Schedule 'B' attached hereto."

C. Delete Section 10 and replace with;

"10 Building and Services

- a) 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) The Owner acknowledges that the applicable building permit is dependent upon receiving satisfactory approvals from the Region of Niagara's Private Sewage Systems division.
- c) The Owner shall pay parkland dedication fees at the time a building permit is issued for the Work shown on Schedule 'B.' "

D. Delete Section 12 and replace with,

"12 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:
 - ii. 20 % of the estimated cost of completing the Facilities and Works;
 - or
 - iii. \$60,000.00.

The parties have calculated that the estimated cost for completion to be **\$254,671.00** (Two Hundred and Fifty Four Thousand, Six Hundred and Seventy One Dollars) excluding taxes as set out in Schedule 'E' attached hereto and forming part of this Agreement. Therefore, security in the amount of **\$50,934.20** (Fifty Thousand, Nine Hundred and Thirty Four Dollars and Twenty Cents) shall be provided to the Town.

- a) 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.

b) 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.

c) 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.

d) 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.

e) 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."

3. The Site Plan Agreement is further amended by adding the following:

"20. Noise & Fumes

The running or operation of tractor trailer refrigeration units and / or trailers used for the storage of product is to be located away from the residential dwelling to the north and east.

21. 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.

22 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:

706014 Ontario Inc. and 766432 Ontario Inc.
1050 Canboro Road
Pelham, ON L0S 1C0

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.”

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

WITNESS

El. de Ward
(printed name)

[Signature]
(signature)

Jan 25, 2018
(date)

706014 Ontario Inc.

Albert Elmers
(printed name)

[Signature]
(signature)

Jan 22 2018
(date)

I have the authority to bind the Corporation

WITNESS

El. de Ward
(printed name)

[Signature]
(signature)

Jan 25, 2018
(date)

766432 Ontario Inc.

Debbie Boverhof
(printed name)

[Signature]
(signature)

Jan 25, 2018
(date)

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF PELHAM

[Signature]
Mayor Dave Augustyn

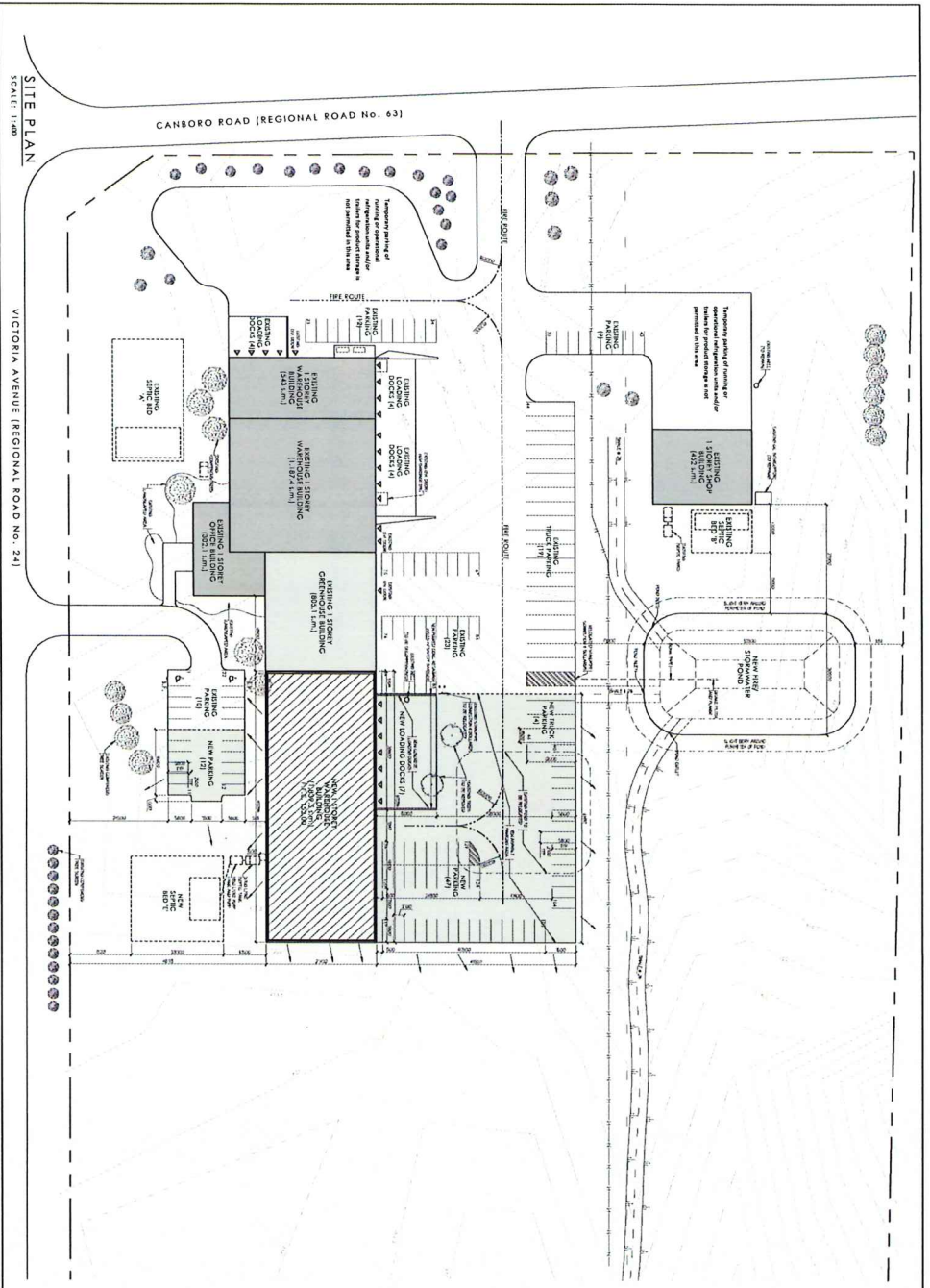
[Signature]
Clerk Nancy S. Bozzato

SCHEDULE 'A'

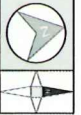
LEGAL DESCRIPTION

Part Lot 20, Concession 10 Pelham as in RO687507 except Part 1, 59R-9661; Pelham

PIN: 64029-0002 (LT)
Municipal: 1050 Canboro Road
Roll Number: 2732 010 016 15800



SITE PLAN
SCALE: 1:400
VICTORIA AVENUE (REGIONAL ROAD No. 24)



PROPOSED DEVELOPMENT
 The proposed development is shown in grey. The site plan shows the layout of the buildings, parking areas, and roads. The scale is 1:400.



PROJECT TITLE
 New Warehouse
 Addition to:
**United Floral
 Distributors**
 Pertham, Ontario


NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	2023.07.14
2	REVISIONS	2023.07.14
3	REVISIONS	2023.07.14
4	REVISIONS	2023.07.14
5	REVISIONS	2023.07.14

DATE: 2023.07.14

PROJECT NO: 230714

SCALE: 1:400

DATE: 2023.07.14

PROJECT NO: 230714

SCALE: 1:400

DATE: 2023.07.14

PROJECT NO: 230714

SCALE: 1:400

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SCHEDULE 'D'

COST ESTIMATES FOR FACILITIES AND WORKS

The on-site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
Site Works	
• Asphalt Paving	\$102,188
• Stone Base	\$76,661
• Excavation	\$20,000
• Concrete Loading Docks	\$15,822
• Pond Excavation / Site work	\$10,000
• Septic System	\$25,000
• Standpipe system to pond	\$5000
TOTAL	\$254,671.00

In accordance with Section 12 (a) of this Agreement, that the estimated cost for completion shall be in the amount of **\$254,671.00** (Two Hundred and Fifty Four Thousand, Six Hundred and Seventy One Dollars) excluding taxes.