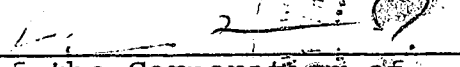


NOTICE OF SITE PLAN AGREEMENT

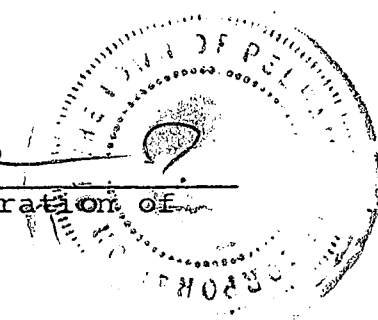
TAKE NOTICE that on the 2nd day of May, 1977 Donald Alsop Agencies Limited entered into a site plan agreement with The Corporation of the Town of Pelham which has the effect of restricting the use of the lands described in Schedule "A" attached hereto and forming part of this notice.

AND FURTHER take notice that the conditions, restrictions and covenants contained in the said site plan agreement may be examined at the Office of the Clerk of the Corporation of the Town of Pelham, Municipal Offices, 43 South Pelham Street, Fonthill, Ontario in the original agreement which is attached to By-law No. 412 (1977) passed the 18th day of April, 1977.

Dated at Pelham this 22nd day of November, 1977.



Clerk of the Corporation of
the Town of Pelham



THIS AGREEMENT made in triplicate this 2 day of MAY, 1977

BETWEEN:

DONALD ASLOP AGENCIES LIMITED,

Hereinafter called the "Owner",
of the FIRST PART,

- and -

THE CORPORATION OF THE TOWN OF
PELHAM,

Hereinafter called the "Town",
of the SECOND PART.

1. DEFINITIONS in this Agreement:

(a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.

(b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "TOWN ENGINEER" shall mean the Engineer of the Corporation of the Town of Pelham.

(d) "TREASURER" shall mean the Treasurer of the Corporation of the Town of Pelham.

2. WHEREAS the Owner purports to be the Owner of the lands in the Town described on Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of constructing on the said lands, two apartment complexes, totalling 100 residential units, in accordance with Schedule "B" attached hereto, being a plot plan and engineering drawing filed in the Office of the Town Building Inspector;

AND WHEREAS the Town has agreed to permit the said development subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by the Owner to the Town, the receipt whereof is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:

(1) STORM SEWERS:

(a) The Owner shall, at its own expense, construct a storm sewer system and outlet to adequately serve the development proposed on the lands described in Schedule "A" and as shown on Schedule "B" hereto attached, being engineering drawings filed in the Office of the Town Engineer. Construction of said storm sewer shall be in accordance with specifications and a design approved by the Town Engineer and signed by the Parties hereto and the Owner undertakes to repair and maintain the storm sewer system located on the lands described in Schedule "A".

(b) The Owner shall at its own expense, carry out watercourse improvements in accordance with the requirements of the Town Engineer from time to time, and as especially set out in the site plan. In the event that unforeseen storm

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drainage difficulties arise, the Owner agrees to carry out the work that the Town Engineer's determine will alleviate any such difficulty.

(2) SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer system on the said lands, to adequately service each apartment unit, such construction to be in accordance with specifications and a design approved by the Town Engineer and as shown on Schedule "B". Further, the Owner shall undertake to repair and maintain the sanitary sewer system located on the lands described in Schedule "A", and without limiting the generality of the foregoing, no storm, surface, or roof water shall be discharged into the sanitary sewer system.

(b) The Owner agrees, to be responsible for the cost of extending the existing sanitary sewer across the entire frontage of the property to its extreme west limit, if, and when so requested by Council.

The Town agrees to reimburse the Owner for fifty percent (50%) of the cost of extending the sanitary sewer as described above, should such extension be requested by Council, in the event and at such time as those lands directly to the north in Part Lot 3, Concession 7, are developed in any manner so as to require sanitary sewers.

(3) WATER:

(a) The Owner shall, at its own expense, construct and install all necessary connections to watermains, and all internal water supply services necessary to adequately serve each apartment complex located on the said lands, such construction to be in accordance with the requirements of and with specifications and a design approved by the Town Engineer, as shown on Schedule "B".

(b) The Owner shall install one compound water meter in each apartment building, in accordance with approval obtained from the Town Works Superintendent.

(c) The Owner shall comply with the Ontario Water Resources Commission Act, (1970), and regulations made thereunder, on all internal water supply services, which shall be enforced by the Town Plumbing Inspector.

(d) The Owner shall, at its own expense, extend the existing six (6) inch watermain along Provincial Highway #20, to the extreme west limit of the property, such construction to be in accordance with specifications and a design approved

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by the Town Engineer and as shown on Schedule "B". The Town agrees to reimburse the Owner for fifty percent (50%) of the cost of extending the watermain as described above, at such time as those lands directly to the north ~~of the~~ are provided with the water service.

(e) The Owner shall, at its own expense, construct the necessary watermain cross connection at Haist Road and #20 Highway, thereby providing water from the Shoalts Drive Reservoir, for the lands described in Schedule "A", such construction to be in accordance with specifications and a design approved by the Town Engineer and signed by the Parties hereto.

(4) GRADING AND LANDSCAPING:

(a) The Owner shall, at its own expense, grade the said lands in accordance with the requirements of the Town Engineer and in such a manner as to prevent ponding on the said lands and on lands adjacent thereto.

(b) The Owner shall, at its own expense, and in accordance with plans on file in the Office of the Town, maintain existing vegetation on the lot where possible, and adequately landscape, plant and maintain all the lands described on Schedule "A" attached hereto, and more particularly illustrated on Schedule "B", not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development.

(c) The minimum landscaping required shall be as shown on Schedule "B" attached hereto.

(5) PARKING:

(a) The Owner shall provide and at all times, maintain on the said lands, and at such locations as shown on Schedule "B" parking areas or structures capable of accommodating not less than 1.5 parking spaces for motor vehicles for each apartment unit.

(b) The Owner shall, at its own expense, construct and maintain all driveways and internal roadways to serve the parking areas at such locations as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.

(c) The Owner shall, at its own expense, adequately light all parking areas and driveways to ensure maximum safety, to the approval of the Town Building Inspector.

(6) GARBAGE DISPOSAL:

(a) The Owner shall, at all times provide adequate collection and disposal of garbage and sanitary refuse in accordance with the requirements and to the satisfaction of the Town Building Inspector. In the event of the failure to do so, the Town, its servants or agents, shall have the right to enter on the said lands, and, at the expense of the Owner, do such collection, etc. and further shall have the right to recover the cost thereof by action, or in like manner as municipal taxes.

(b) The Town agrees to join with the Owner and investigate with Robran Contracting Limited for an arrangement for the collection and disposal of garbage and sanitary refuse under the present Town contract with Robran Contracting Limited.

(7) FENCING:

(a) The Owner agrees to construct a six foot (6') high one inch (1") chain link fence or equally durable fence, on the said lands, at such locations as shown on Schedule "B" (east, west and south boundary)

(b) The Owner further agrees to construct a chain link fence, or equally durable fence, around the perimeter of all tot-lots and the swimming pool, as shown on Schedule "B".

(8) CONSTRUCTION OF TOT+LOTS:

(a) The Owner shall, at the pleasure of Council, construct tot-lots at such locations, and in accordance with the design shown on Schedule "B" attached hereto. Said tot-lots, if required by Council, shall be adequately fenced, which shall be determined by the Town Building Inspector.

(9) SERVICE EASEMENTS:

(a) The Owner shall grant to the Town a 25 foot wide service easement along the entire easterly boundary of the property for storm drainage purposes. Any drainage facilities constructed along this easement shall be a piped system out-letting into the ravine, and all disturbed areas shall be restored to the original condition after construction of such system.

(10) SIDEWALKS:

(a) The Owner agrees to construct a four foot (4') wide concrete sidewalk along the northern boundary of the property, from the easterly limits of the property, to the #20 Highway entranceway, as shown on Schedule "B", and in accordance with a design and specifications approved by the
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Town Engineer.

(11) HYDRO:

(a) The Owner agrees to comply with all policies of the Fonthill Hydro Electric Commission, with regards to the supply of hydro service to the buildings.

(b) The Owner also agrees to construct two outside vault transformers, to serve the buildings.

(12) BUILDING PERMITS:

(a) No building permit will be issued for any phase of the development until proof of contracts for the following services are filed with the Town:

- (a) sanitary sewers and appurtenances complete
- (b) waterworks complete
- (c) drainage facilities, sufficient, in the opinion of the Town Engineer, to provide safety and protection from undue inconvenience to abutting property owners.
- (d) entranceway and internal roadways sufficient, in the opinion of the Town Engineer, to provide safety and protection from undue hazard.

(b) No occupancy in the development shall be permitted, until so certified by letter from the Town Building Inspector.

(13) PHASING OF DEVELOPMENT:

(a) The Owner agrees that the development of this project shall proceed in at least two phases.

(b) The Owner agrees that the first phase shall be restricted to:

- (i) the construction of a maximum of fifty (50) apartment units;
- (ii) the construction of the entire fence along the east, west and south boundaries as referred to in Clause 7 (a);
- (iii) the construction of a four (4') foot wide concrete sidewalk, as referred to in Clause 10;
- (iv) the construction of at least 1.5 parking spaces for each apartment unit constructed, in such locations as shown on Schedule "B";
- (v) the installation of a compound water meter in the apartment building;
- (vi) the construction of the tennis court and swimming pool as shown on Schedule "B";
- (vii) the construction of all services, such as roadway, sanitary sewer, water and storm drainage facilities, to adequately service the building to the approval of the Town Engineer;

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(viii) the planting of trees along the northern boundary of the property as shown on Schedule "B";

(ix) the construction of the entranceway to the satisfaction of the Ministry of Transportation & Communications.

(c) The Owner agrees that the second or subsequent phase shall include:

(i) the construction of a maximum of fifty (50) apartment units, or, the number to equal 100 maximum units on the property;

(ii) the construction of at least 1.5 parking spaces for each apartment unit constructed in such locations as shown on Schedule "B";

(iii) the installation of a compound water meter in the apartment building;

(iv) the construction of all services, such as roadway, sanitary sewer, water, and storm drainage facilities to adequately service the building to the approval of the Town Engineer.

(14) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Town, a maximum amount of Twenty Thousand (\$20,000) Dollars for the purpose of expanding and renewing services in the Town. This fund shall become payable to the Town in accordance with the following schedule:

(i) Initial Phase - Amount Due - \$200.00 per unit, payable upon signing of this agreement by both parties.

(ii) Secondary Phases - Amount Due - \$200.00 per unit, payable upon issuance of any building permit for phases subsequent to the initial phase.

(15) CONTRIBUTION FOR PUBLIC PURPOSES:

(a) The Owner shall pay the Treasurer, a sum in the amount of Four Thousand, Two Hundred Fifty Dollars (\$4,250) equalling 5% of the agreed current market value, for the expansion of public purposes in the Town. This fee shall be payable in accordance with the following schedule:

(i) Initial Phase - Amount Due - \$2,125 payable upon signing of this Agreement by both parties

(ii) Secondary Phases - Amount Due - \$2,125 payable upon the issuance of any building permit for phases subsequent to the initial phase.

(16) FIFTEEN (15) FOOT BUILDING LINE:

(a) The Owner agrees that no building or structure shall be erected nearer than 15 feet from the top of the ravine
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located on the said lands, which is delineated on Schedule "B" attached hereto.

(17) GENERAL:

(a) The Owner agrees that the final building plans will be to the satisfaction of the Town Building Inspector and the Town Fire Chief, in accordance with existing by-laws.

(b) The Owner will at all times indemnify and save harmless the Town of and from all losses, costs, damages, and injuries which the Town may suffer, be at or be put to for or by reason of or on account of the construction, maintenance or existence of any work done by the Owners, its contractors, servants or agents on the lands described in Schedule "A" and such indemnity shall constitute a first lien and charge on the said lands of the Owner.

(c) In the event of the failure of the Owner to carry out any of the provisions of this Agreement, then the Town, its servants or agents shall, on fifteen (15) days notice in writing of its intention, and forthwith in cases of emergency, have the right to enter on the said land, and at the expense of the Owner, do any such work as contained herein, and further shall have the right to recover the cost thereof by action, or in like manner as taxes.

(d) The Owner shall at all times, keep posted in the buildings or otherwise prominently displayed, a notice indicating the ownership of the said buildings, a mailing address and a telephone number of a person having authority to deal with all matters relating to the said buildings.

(e) The Owner shall not call into question directly or indirectly in any proceedings 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 proceedings.

(f) Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of the by-laws of the Town.

(g) The covenants, agreements, conditions and understanding herein contained on the part of the Owner shall run with the land and shall be binding upon it and its successors and assigns as Owners and occupiers of the said lands from time to time and shall be appurtenant to

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the adjoining highways in the ownership of the Province of Ontario.

(h) The Owner agrees that it shall upon the sale and transfer by it of the lands described in Schedule "A" annexed hereto, or any part or parts thereof, require the purchaser or transferee thereof, as a condition of such sale or transfer to execute an agreement satisfactory in form to the Town Solicitor, agreeing to assume this Agreement and to be bound by and to fulfill the terms, conditions and covenants herein set forth and containing a like covenant to this effect.

The said assumption Agreement shall be executed by the Town, the said Owner and any such purchaser or transferee.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
- In the Presence of -

(THE CORPORATION OF THE TOWN
(OF PELHAM
(
(
(J. T. Weldon
(MAYOR
(
([Signature]
(CLERK
(
(
(
(DONALD ALSOP AGENCIES LIMITED
(
(Donald H. C. Alsop
(PRESIDENT
(
(
(

S C H E D U L E

" A "

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, (formerly in the Village of Fonthill, in the County of Welland), and being composed of Block Y as shown in Registered Plan No. 25 for the said Village of Fonthill.

NOW KNOWN AS PLAN No. 217,