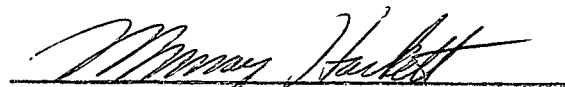


NOTICE OF SITE PLAN AGREEMENT

TAKE NOTICE that on the 3rd day of April, 1978 A.D. Jack Jacobsen Construction Company 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, Pelham Municipal Building, Pelham Town Square, Fonthill, Ontario, in the original agreement which is attached to By-law #461 (1978) passed the 17th day of April, 1978 A.D.

DATED at the Town of Pelham this 7th day of August,
1980 A.D.

A handwritten signature in cursive script, reading "Murray Hackett", is written over a horizontal line.

Murray Hackett, Clerk

THE CORPORATION OF THE TOWN OF PELHAM

SCHEDULE "A"
to
SITE PLAN AGREEMENT
BETWEEN
JACK JACOBSEN CONSTRUCTION COMPANY LIMITED
and
THE CORPORATION OF THE TOWN OF PELHAM

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 part of Block "C" according to Registered Plan No. 25 for the said Village of Fonthill, Now known as Plan No. 717, more particularly described as follows:

FIRSTLY (the most northerly half)

PREMISING that the northerly limit of said Block C has a bearing of North 65 degrees 40 minutes 00 seconds East and relating all bearings herein thereto;

COMMENCING at the northeast corner of said Block "C";

THENCE south 65 degrees 40 minutes west along the southerly limit of Canboro Road, 454.93 feet to an iron bar planted in the said southerly limit of Canboro Road, which point is the place of beginning of the parcel to be described;

THENCE south 2 degrees 38 minutes 30 seconds west 437.21 feet to an iron bar;

THENCE north 89 degrees 34 minutes west 267.77 feet to an iron bar;

THENCE north 24 degrees 13 minutes 30 seconds west, 277.64 feet to a point in the southerly limit of the said Canboro Road;

THENCE north 65 degrees 40 minutes east 437 feet in and along the southerly limit of the said Canboro Road, to the place of beginning.

SAVING AND EXCEPTING THEREOUT AND THEREFROM that part of the said lands previously expropriated by the Minister of Transportation and Communications for the Province of Ontario as set out in Instrument No. 181222.

SECONDLY (the most southerly half)

PREMISING that the northerly limit of said Block "C" has a bearing of North 65 degrees 40 minutes 00 seconds east and relating all bearings herein thereto;

COMMENCING at a point distant 437.21 feet measured on a course of South 2 degrees 38 minutes 30 seconds west from a point in the northerly limit of the said Block "C" distant 454.93 feet measured southwesterly therealong from the northeast corner of the said Block "C";

THENCE south 2 degrees 38 minutes 30 seconds west a distance of 410.20 feet to a point;

THENCE north 87 degrees 21 minutes 30 seconds west a distance of 317.99 feet to a point;

THENCE north 0 degrees 59 minutes 22 seconds east a distance of 397.14 feet to a point;

THENCE south 89 degrees 39 minutes 25 seconds east a distance of 329.71 feet more or less to the point of commencement.

DATED: AUGUST 7th, 1980 A.D.

JACK JACOBSEN CONSTRUCTION
COMPANY LIMITED

- and -

THE CORPORATION OF THE TOWN OF PELHAM

No. 358241
Registry Division of Niagara South (No. 55)
I CERTIFY that this instrument is registered
80 AUG -8 A9 51
Land Registry Office
at Welland
Ontario.
John Brown
LAND REGISTRAR

NOTICE OF SITE PLAN AGREEMENT

MURRAY HACKETT, CLERK
THE CORPORATION OF THE TOWN
OR PELHAM
P.O. BOX 400,
FONTHILL, ONTARIO
L0S 1E0

REGISTRATION FEE	15	00
LAND TRANSFER TAX		
RETAIL SALES TAX		

THIS AGREEMENT made in triplicate this 3rd day of April
, 1978.

BETWEEN:

JACK JACOBSEN CONSTRUCTION COMPANY 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 is desirous of constructing on the said lands described in Schedule "A" attached hereto, a commercial establishment, as detailed in Schedules "B" and "C" (plot plan and building plans) attached hereto;

AND WHEREAS the lands described in Schedule "A" attached hereto have been zoned to permit the commercial development;

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 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) 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", such construction to be in accordance with specifications and a design approved by the Town Engineer and in accordance with a plan to be filed in the office of 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 such drainage works as shall be specified by the Town Engineer from time to time in respect of the lands described in Schedule "A";

(c) The Owner shall be responsible for its proportionate share of such additional downstream drainage works deemed necessary by the Town Engineer in order to accommodate the proposed development.

(2) SANITARY SEWERS

(a) The Owner shall, at its own expense, design, construct and maintain a sanitary sewer system on the said lands to adequately service the structures located thereon; the design, construction and maintenance thereof to be approved by or in accordance with the directions of the Town Engineer, as the case may be. It is understood and agreed that no storm, surface or roof water shall be discharged in to such sanitary sewer system.

(3) WATER

(a) The Owner shall, at its own expense, construct and install all necessary connections to watermains and all internal water supply services and fire hydrants necessary to adequately serve the structures located on the said lands, such construction and installation to be in accordance with the requirements of and with specifications and a design approved by the Town Engineer;

(b) 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 Plumbing Inspector.

(4) HYDRO

The Owner shall be required to meet all standards and policies of the Fonthill Hydro Electric Commission and without limiting the foregoing, shall include at the owner's expense, the installation of all necessary transformers underground 15KV cable, metering, terminations and contributed capital.

(5) 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 Schedule "B" adequately landscape, plant and maintain all the lands described in Schedule "A" attached hereto, not required for building, parking or entranceway. The Owner shall complete all landscaping and planting prior to occupancy of the building;

(c) The Owner shall either:

- (i) plant trees (screening) as outlined on Schedule "B" along the east boundary of the property described in Schedule "A", or,
- (ii) shall construct the eastern elevation of the buildings with decorative block or finishing as approved by the Chief Building Official for the Town.

(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 Chief Building Official. 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 Owner shall, in addition, provide storage space for garbage at the location shown on Schedule "B" and entirely screened by a six foot (6') high solid wood fence or facsimile approved by the Town Chief Building Official.

(7) PARKING

- (a) The Owner shall provide and at all times maintain on the said lands, paved parking areas or structures capable of accommodating not less than 235 parking spaces for motor vehicles;
- (b) The Owner shall, at its own expense, construct and maintain paved driveways to serve the said parking areas at such locations as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer;

-3-

(c) The Owner shall, at its own expense, adequately illuminate all parking areas and driveways.

(8) EASEMENTS

The Owner, at its own expense, agrees to provide the Town with utility easements on the property as shown on Schedules "B" and "C". The utilities that may be constructed in or upon these easements shall include, but not be limited to, hydro, gas, sanitary sewers, storm sewers and watermains.

(9) OVERSIZING UTILITIES

The Owner shall build all services to the satisfaction of the Town Engineer and shall be responsible for ^{his}~~its~~ proportionate share of the cost and oversizing and the Town agrees to pay its proportionate cost of oversizing of services requested by the Town. The cost of inspections of joint use services and utilities shall be carried out by the Town Engineer and shall be paid for on a proportionate basis in accordance with the oversizing.

(10) REPLACING UTILITIES, ETC.

The Owner shall assume complete responsibility for the relocation of any existing water, sewer, hydro-electric, gas or telephone pipes, conduits, wires, pole lines, hydrants or any other public utility works as required or approved by the Town Engineer.

(11) GENERAL

(a) The Owner agrees that the final building plans will be to the satisfaction of the Chief Building Official of the Town;

(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 Owner, 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 building or otherwise prominently displayed, a notice indicating the ownership of the said building, a mailing address and a telephone number of a person having authority to deal with all matters relating to the said building;

(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 upon its successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Province of Ontario provided that if any of the said covenants, agreements, conditions and understanding shall be incapable of running with the land the remainder of said covenants, agreements, conditions and understanding shall not thereby be rendered invalid;

(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. In the event there has been no default under this agreement by the Owner, the said assumption agreement shall be executed by the Town, the Owner and the said purchaser or transferee and the Owner shall thereby be released from any further liability to the Town under this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK

JACOBSEN CONSTRUCTION COMPANY LIMITED

PER: _____

PER: _____

S C H E D U L E
" A "
to
SITE PLAN AGREEMENT
BETWEEN
JACOBSEN CONSTRUCTION LIMITED
and
THE CORPORATION OF THE TOWN OF PELHAM

IN THE TOWN OF PELHAM, IN THE REGIONAL MUNICIPALITY OF NIAGARA,
FORMERLY IN THE VILLAGE OF FONTHILL, COUNTY OF WELLAND, BEING
COMPOSED OF PART OF BLOCK "C", ACCORDING TO REGISTERED PLAN NO.
25 FOR THE SAID VILLAGE AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING at the north east corner of said Block
"C";

THENCE South $65^{\circ}40$ minutes west along the southerly
limit of Canboro Road, 454.93 feet to an iron bar
planted in the said southerly limit of Canboro Road,
which point is the place of beginning of the parcel
to be described;

THENCE South $2^{\circ}38$ minutes 30 seconds west, 437.21
feet to an iron bar;

THENCE North $89^{\circ}34$ minutes west, 267.77 feet to an
iron bar;

THENCE North $24^{\circ}13$ minutes 30 seconds west, 277.64
feet to a point in the southerly limit of the said
Canboro Road;

THENCE North $65^{\circ}40$ minutes east, 437 feet in and along
the southerly limit of the said Canboro Road to the place
of beginning and,

ALL AND SINGULAR, that certain parcel or tract of land,
situate, lying and being in the Town of Pelham, formerly
in the Village of Fonthill, in the Regional Municipality
of Niagara, County of Welland, and being composed of Part
of Block "C", as shown on Registered Plan number 25 for
the said Village of Fonthill, more particularly described
as follows:

PREMISING that the Northerly limit of the said Block "C"
has a bearing of North $65^{\circ}40$ minutes 00 seconds east, and
relating all bearings herein thereto;

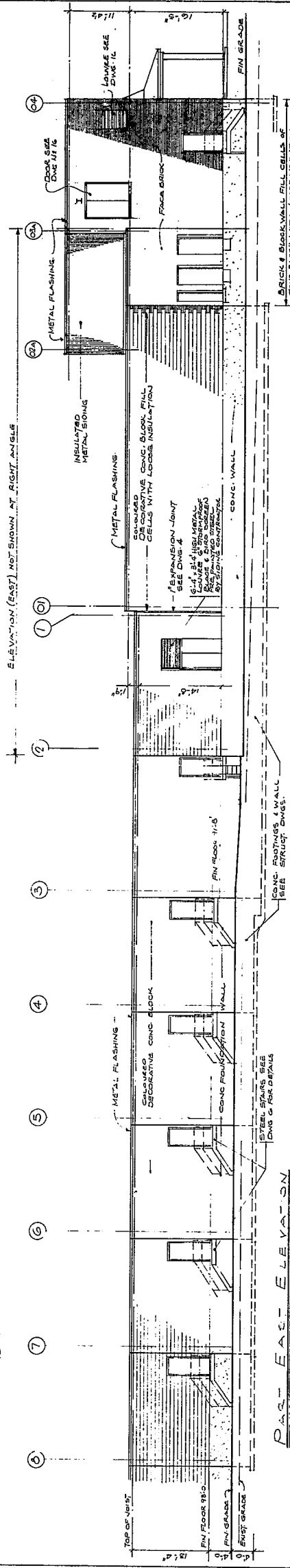
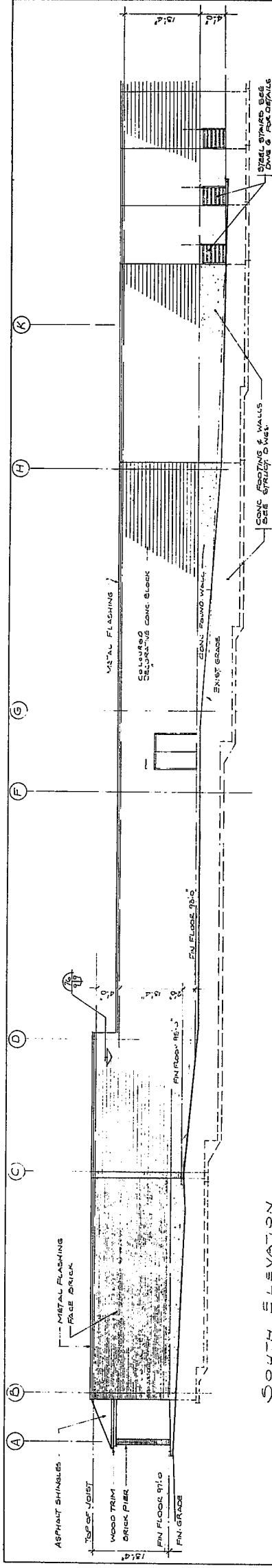
COMMENCING at a point distant 437.21 feet measured on a course of South 20° 38 minutes 30 seconds west from a point in the Northerly limit of the said Block "C", distant 454.93 feet measured south westerly there along from the north easterly corner of said Block "C";

THENCE South 2° 38 minutes 30 seconds west, a distance of 410.20 feet to a point;

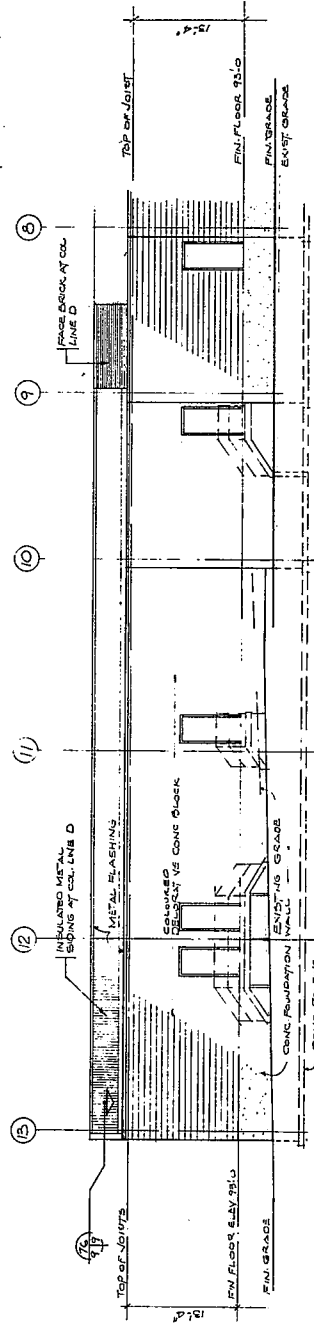
THENCE North 87° 21 minutes 30 seconds west, a distance of 317.99 feet to a point;

THENCE North 0° 59 minutes 22 seconds east, a distance of 397.14 feet to a point;

THENCE South 89° 30 minutes 25 seconds east, a distance of 329.71 feet, more or less, to the Point of Commencement.



NOTE
1. EXISTING GRADE LINES SHOWN ON
ELEVATIONS IS APPROX. SEE SITE
PLAN FOR SPOT ELEVATIONS
2. SEE STRUCTURAL DRAWINGS FOR
LIES OF FOOTING ELEVATIONS.



SCHEDULE

11

ct

SITE PLAN AGREEMENT BETWEEN
JACOBSEN CONSTRUCTION LIMITED

and

THE CORPORATION OF THE TOWN OF PELHAM

MAATIS TENDER	
MARGHITS PRESENTS	
DATE	ISSUED FOR

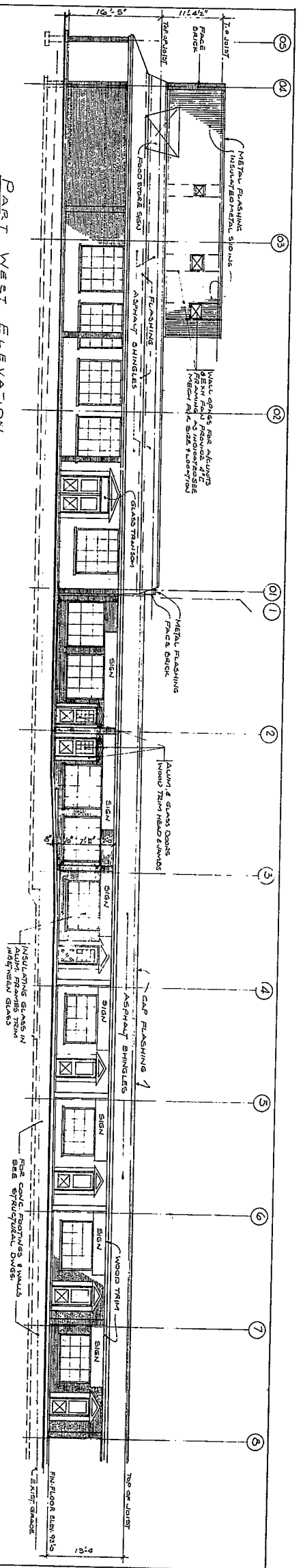
EXTERIOR ELEVATIONS
& DETAILS

FONTRILL SHOPPING CENTRE
TOWN OF PELHAM
ONTARIO

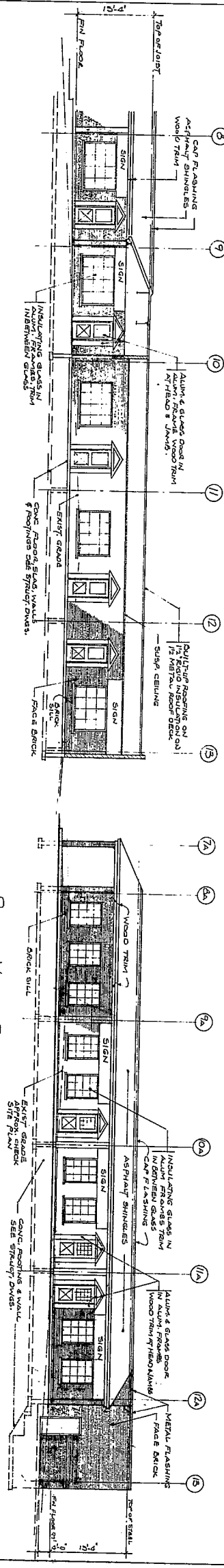
JACK JACOBSEN CONSTRUCTION
ONTARIO

DRAWN	SKETCH	DATE
CHECKED		FEB. 1978
		DWG NO. 9

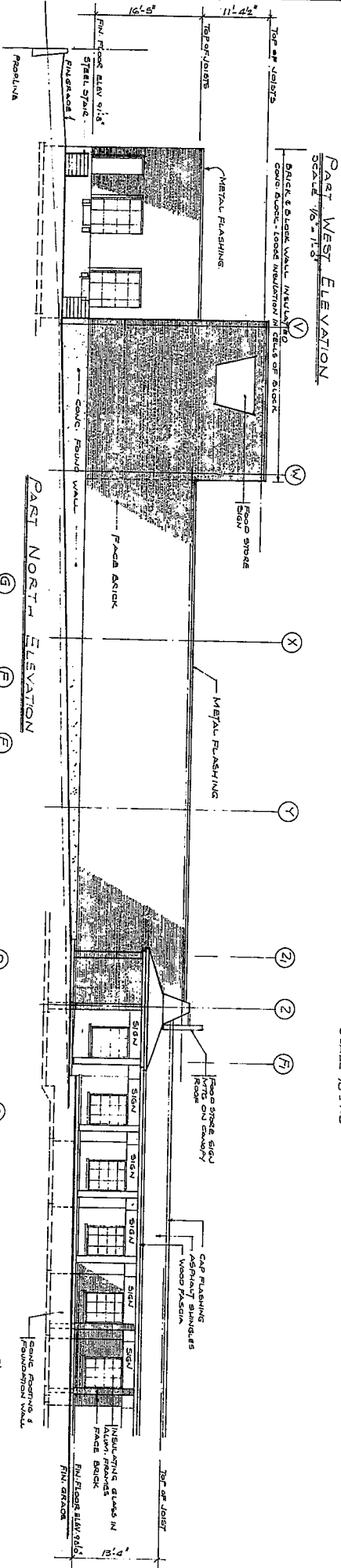
SCHEDULE "C" TO
SITE PLAN AGREEMENT BETWEEN
JACOBSEN CONSTRUCTION LIMITED AND
THE CORPORATION OF THE TOWN OF PELHAM



PART WEST ELEVATION

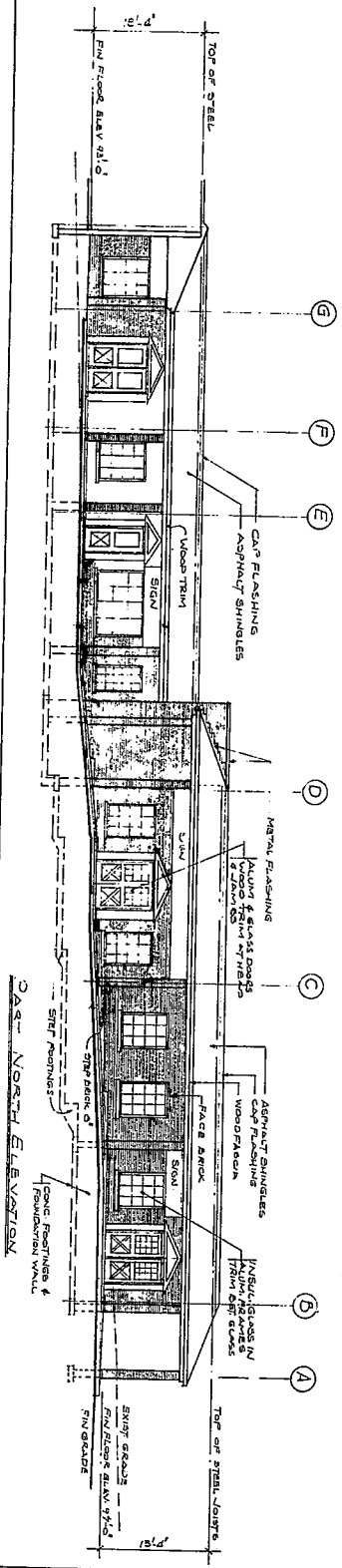


PART WEST ELEVATION
SCALE 1/8" = 1'-0"



Part West Elevation

PART NORTH ELEVATION



0481 NORTH ELEVATION

NOTE:

1. EXISTING GRADE LINE SHOWN ON ELEVATIONS IN APPROX SEE SITE PLAN FOR SPOT ELEVATIONS.
2. SEE STRUCTURAL DRAWINGS FOR 4/5 OF FOOTING ELEVATIONS

MAJ 7/78	TRAVEL
MAJ 6/78	PERMITS
DATE	ISSUED FOR

EXTERIOR ELEVATIONS

FOUNTAIN SHOPPING CENTRE
TOWN OF MELHAM
ONTARIO

BLACK JACOBSEN CONSTRUCTION
PICKERING
ONTARIO

DRAWN	DATE
S.K.ROCK	FEB. 1978
CHECKED	DWG. No.
	8

DATED:

JACOBSEN CONSTRUCTION COMPANY LIMITED

and

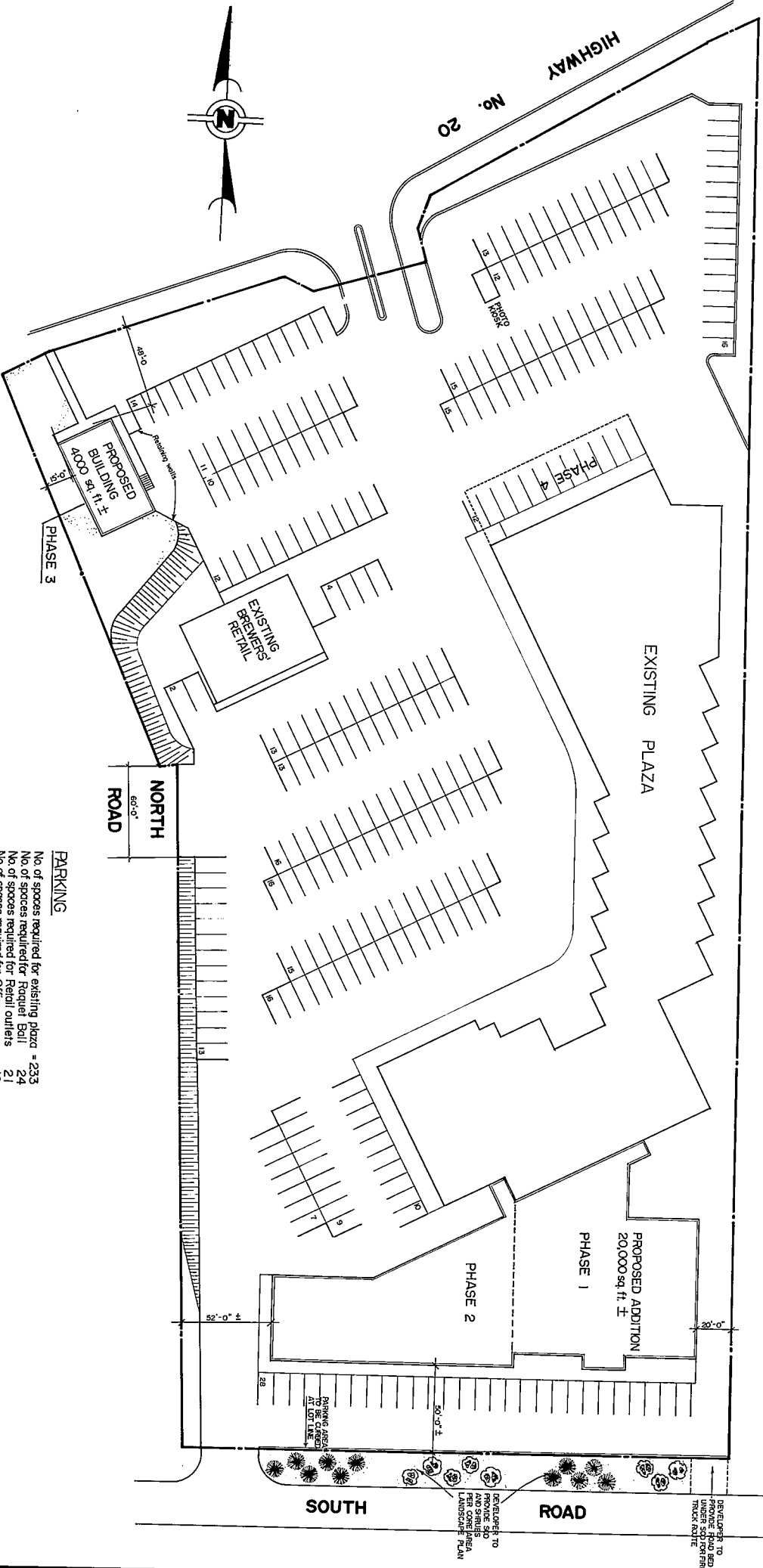
THE CORPORATION OF THE TOWN OF PELHAM

SITE PLAN AGREEMENT

BROOKS, MACFARLANE
Barristers and Solicitors
76 Division Street
Welland, Ontario

GFB:ers

REVISIONS



PARKING

No. of spaces required for existing plaza	=	233
No. of spaces required for Roquet Ball	=	24
No. of spaces required for Retail outlets	=	21
No. of spaces required for Offices	=	10
Total no. of spaces required	=	288
Parking spaces provided	=	292

BRA-JAN INVESTMENTS LIMITED.

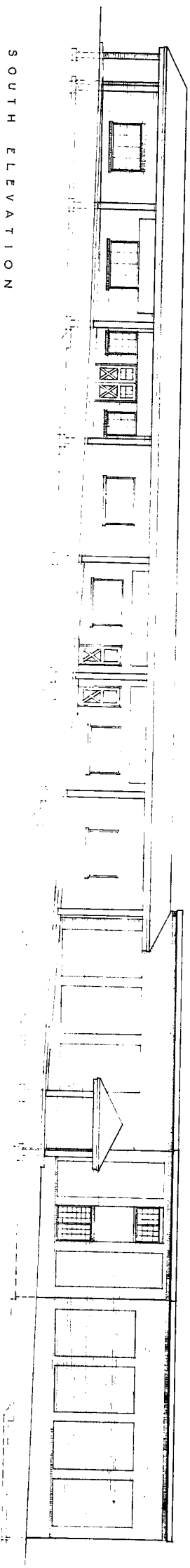
PROPOSED ADDITION TO
FONTHILL SHOPPING CENTRE
TOWN OF PELHAM
ONTARIO

hudson
MEMBER

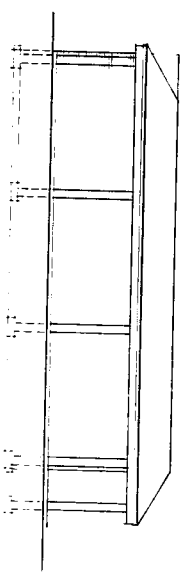


CLOSS AND ASSOCIATES
LIMITED
DESIGN CONSULTANTS
St. Catharines
ontario

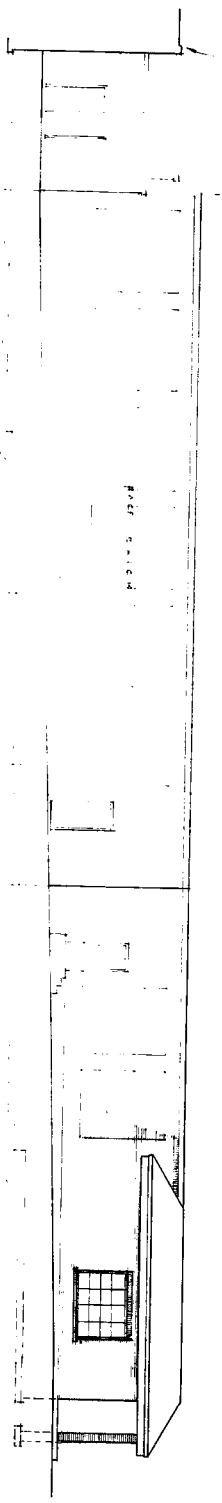
THESE DRAWINGS ARE THE PROPERTY OF CLOSS AND ASSOCIATES LIMITED AND MAY NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THEIR WRITTEN PERMISSION. THESE DRAWINGS ARE NOT TO BE SCALED.



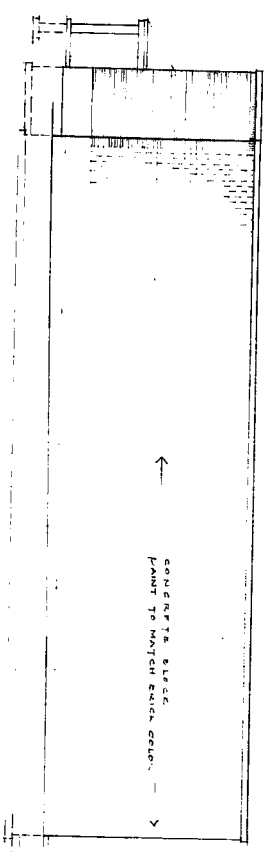
SOUTH ELEVATION



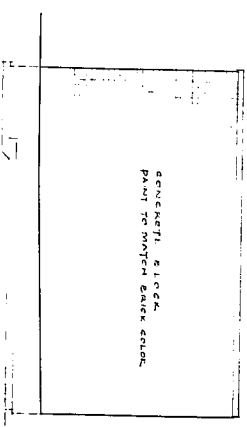
WEST ELEVATION



NORTH & NORTH-WEST ELEVATIONS

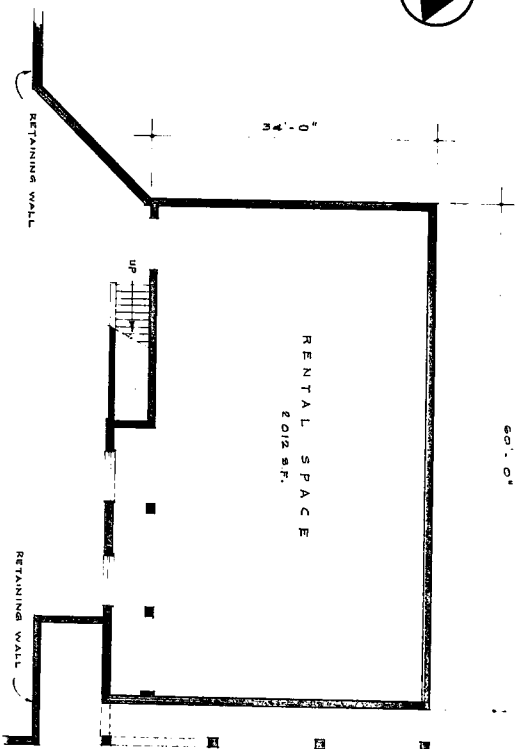


EAST ELEVATION

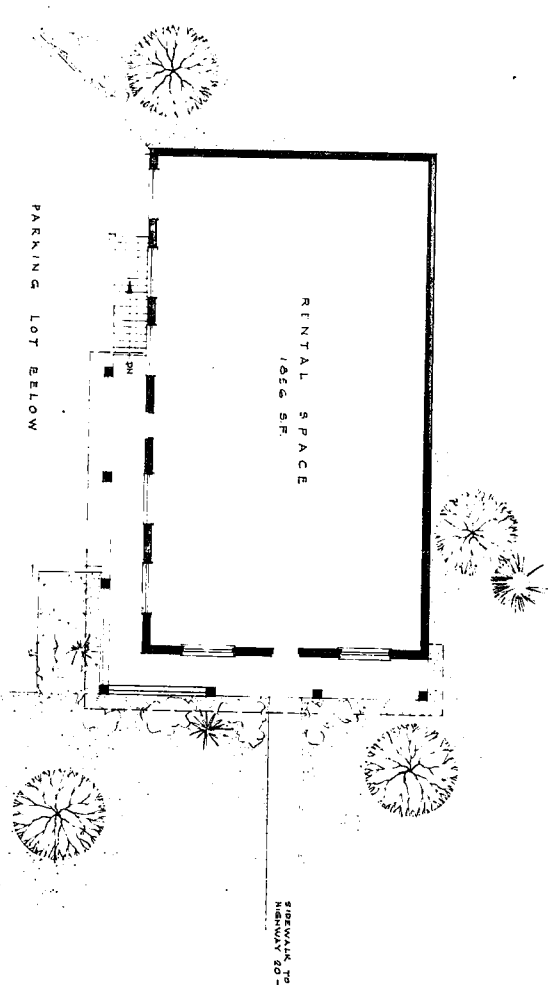


NORTH ELEVATION

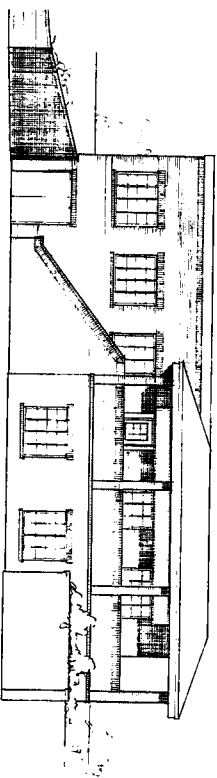
JOB NO. 80046		ELEVATIONS	
CHD. BY J.S.A.		ADDITION TO	
DATE OCT. 1960		FONTHILL SHOPPING PLAZA	
DWG. NO. 10-1-07		PELHAM ONT.	
J.S. ALLISON ARCHITECT 149 LAKE STREET ST. CATHARINES, ONT.			



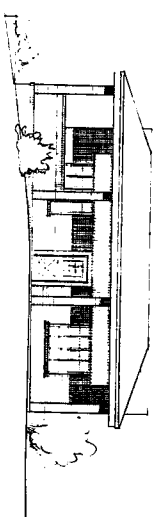
LOWER LEVEL PLAN



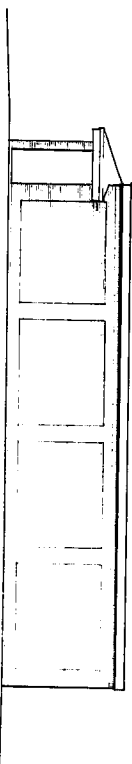
UPPER LEVEL PLAN



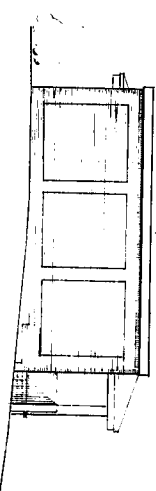
EAST ELEVATION FROM PARKING LOT



NORTH ELEVATION FROM HWY. 20

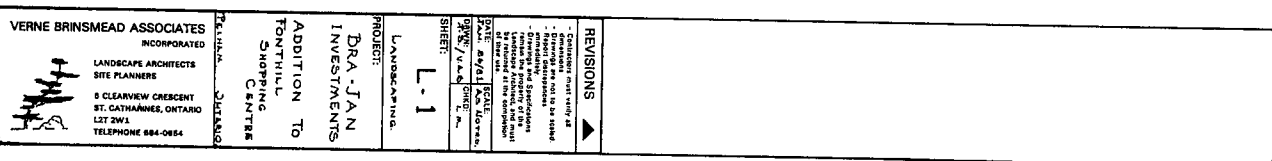


WEST ELEVATION



SOUTH ELEVATION

J.S. ALLISON ARCHITECT 149 LAKE STREET ST. CATHARINES, ONT.		JOB NO. 80 046 CHD. BY J.S.A. DATE DEC. 1960 SCALE 1/8" = 1'-0" DWG. NO.	JAN. 16, 1961, GENERAL REVISION J.S.A. PRELIMINARY DWG. PLANS & ELEVATIONS ADDITION TO FONTHILL SHOPPING PLAZA PELHAM ONT.
-----------------------------------------------------------------------------	--	--------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------



SCHEDULE "B" TO
SITE PLAN AGREEMENT BETWEEN
JACOBSEN CONSTRUCTION LIMITED
and
THE CORPORATION OF THE TOWN OF PELHAM

