

THE CORPORATION OF THE TOWN OF LINCOLN

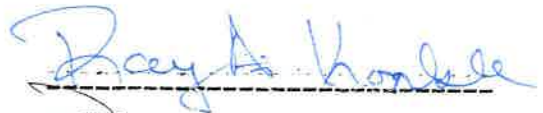
BY-LAW NO. 88-176

A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF LINCOLN, J-LINE PROPERTIES LTD., AND THE BANK OF NOVA SCOTIA, TOGETHER WITH ANY AND ALL MORTGAGEES THAT MAY BE ON TITLE AT THE POINT OF REGISTRATION OF THE AGREEMENT.

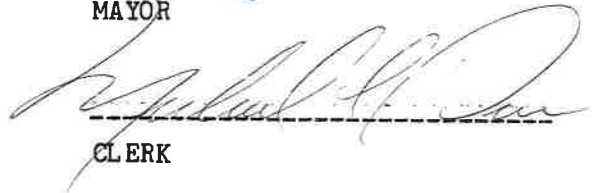
THE COUNCIL OF THE CORPORATION OF THE TOWN OF LINCOLN ENACTS AS FOLLOWS:

1. The agreement affixed hereto and forming part of this by-law, being a site plan agreement with J-Line Properties Ltd., and the Bank of Nova Scotia, be and the same is hereby approved and the Mayor and Clerk be and they are hereby authorized to execute the same and the Clerk is directed to affix the Corporate Seal thereto and the Town Solicitor is hereby directed to register the said agreement in the Registry Office for the Registry Division of Niagara North.

PASSED this 19th day of December, 1988.

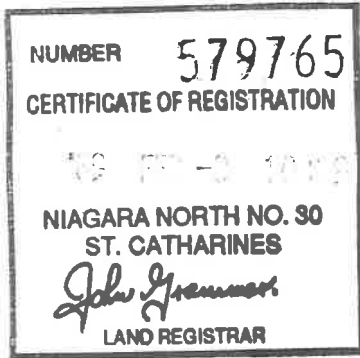


MAYOR



CLERK

FOR OFFICE USE ONLY



(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 16 pages
(3) Property Identifier(s)	Block	Property
		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Site Plan Agreement		
(5) Consideration Dollars \$		
(6) Description Part of Lot 15, Concession 1 in the former Town of Clinton, County of Lincoln, now Town of Lincoln, Regional Municipality of Niagara and being designated as Part 3 on Reference Plan 30R-5686.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(8) This Document provides as follows:

See Schedule

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF LINCOLN by its solicitor Stuart Ellis	<i>Stuart Ellis</i>	1989 02 07

(11) Address for Service 206 King Street West, P.O. Box 1030, Beamsville, Ontario, L0R 1B0

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
J-LINE PROPERTIES LTD. (owner)		

(13) Address for Service 120 Brockly Drive, Stoney Creek, Ontario, L8E 3C5

Municipal Address of Property

South Service Road
Beamsville, Ontario
L0R 1B0

(15) Document Prepared by: Stuart Ellis

LAMPARD, ELLIS & WALSH
Barristers and Solicitors
51 Queen Street, Box 338
St. Catharines, Ontario
L2R 6V5

Fees and Tax	
Registration Fee	<i>25</i>
Total	

FOR OFFICE USE ONLY

SITE PLAN AGREEMENT

9

THIS AGREEMENT made in triplicate this 1st day of February, 1988, and authorized by By-law No. 88-176 of the Corporation of the Town of Lincoln.

B E T W E E N:

J-LINE PROPERTIES LTD.

hereinafter called the OWNER
OF THE FIRST PART

A N D:

THE CORPORATION OF THE TOWN OF LINCOLN

hereinafter called the TOWN
OF THE SECOND PART

A N D:

BANK OF NOVA SCOTIA

hereinafter called the MORTGAGEE
OF THE THIRD PART

WHEREAS:

1. The Owner warrants and represents:

(a) It is the registered owner, in fee simple, of the lands described in Schedule "A" annexed hereto and made part of this Agreement;

(b) The above described mortgagees or chargees are the only mortgagees or chargees against the lands;

(c) As of the date of the execution of this Agreement and on the date of the registration of this Agreement, there will be no encumbrances registered against the lands save and except for those set out herein; and

(d) This Agreement shall take priority over any subsequent registrations against the land;

2. The Owner has applied to the Town for a building permit to allow the construction of an industrial building used for truck transport purposes, which consists of about 750.76 square metres (8100 square feet) in area and is shown in greater particularity on the site plan identified as Schedule "B" annexed hereto and made part of this Agreement;

3. The Owner has applied to the Ministry of the Environment for approval of road and servicing drawings which is shown on the site plan identified as Schedule "B" and more specifically detailed on Schedule "C".

4. The Owner is required to enter into a site plan agreement with the Town pursuant to the provisions of The Planning Act, 1983, and Town By-law Nos. 78-85, as amended (relating to zoning) and 79-104, as amended (relating to site plan control);

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Town to the Owner, the Town and the Owner (and any other parties executing this agreement) mutually covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) "Owner" means J-Line Properties Ltd.
- (b) "Town" means The Corporation of the Town of Lincoln or any of its authorized agents or servants.
- (c) "Lands" means the lands described in Schedule "A" annexed hereto and made part of this Agreement.
- (d) "Deposit" means any deposit paid to the Town pursuant to the provisions of Clause 13 of this Agreement.

2. BUILDING AND SERVICES

(a) The Owner agrees that any buildings or structures it proposes to construct on the lands shall be located on the lands at a site or sites that is or are in conformity with the site plan shown on Schedule "B" attached hereto and made part of this Agreement. The Owner agrees that any buildings or structures it proposes to construct shall be built in accordance with the elevation drawings shown on Schedule "D" attached hereto and made part of this Agreement.

(b) The Owner agrees that any buildings or structures on the lands will be constructed entirely at the expense of the Owner in accordance with:

- (i) any plans related to the proposed buildings or structures that may be approved by the Town;
- (ii) the provisions of the Ontario Building Code; and
- (iii) the requirements of Zoning By-law No. 78-85 (as amended) of the Town and Site Plan Control By-law No. 79-104, as amended of the Town.

(c) The Owner agrees not to occupy or use any portion of any building or structure on the lands without first receiving written approval from the Town.

(d) The Owner agrees not to perform any construction or installation on the lands except in accordance with the terms and conditions contained in this Agreement and in its schedules unless otherwise agreed to in writing by the Town.

(e) The Owner agrees that the basement, if any, of any building, shall not be used for any purpose other than for utility and industrial purposes associated with the industrial use without prior approval in writing from the Town and such approval will not be given unless sufficient parking is provided to comply with all applicable zoning requirements of the Town.

3. LANDSCAPING AND BUFFERS

The Owner entirely at its expense and at the direction and to the full satisfaction of the Town agrees:

(a) To gravel or seed and landscape the remainder of the lands not used for the proposed industrial building or parking or driveway areas and to maintain these areas in accordance with Schedule "B".

(b) Prior to the issuance by the Town of any building permit relating to the lands, to provide to the Town a detailed grading plan prepared by an Ontario Land Surveyor or Professional Engineer or a grading plan approved by the Town whichever is acceptable to the Town. This grading plan shall contain specifications and a design that is approved by the Town prior to the issuance by the Town of any building permit relating to the lands. This grading plan is to clearly indicate the existing drainage pattern on all lands adjacent to the lands and provide for the direction of all surface drainage, including water, from lands adjacent to the lands that are flowing through, into or over the area of the lands as they now exist to the street storm sewer system or other outlet that is approved by the Town.

(c) The detailed lot drainage plan referred to in clause 3(b) of this Agreement shall ensure proper drainage without interference with or flooding of properties adjacent to the lands.

(d) Unless otherwise approved or required by the Town, not to alter the grades of or remove trees or other vegetation from the lands until such time as:

(i) the Town has agreed in writing to such alteration or removal;
and

(ii) a building permit is issued for the construction work contemplated herein on the lands.

(e) To ensure that no soil is added to or removed from the lands or any landscaping carried out in order to establish final grades on the lands so as to cause ground water or roof runoff or drainage to be interrupted or diverted to properties adjacent to the lands or to cause ponding reverse flow or raising of the water table on properties adjacent to the lands. The Owner shall further ensure that water impounded or gathered on the lands by reason of the proposed building on the lands or any other construction or work on the lands is channeled within the confines of the lands to a ditch, drain or is disposed of by other approved means of disposal that may be approved by the Town from time to time and if such action is not taken by the Owner, this shall constitute a violation of this Agreement. In the event of a dispute, verification of the final topographic grades of the lands will be decided at the expense of the Owner by registered surveyor's certified plan. It is understood by the Owner and agreed by it that it will not add or remove any soil to or from the lands without first obtaining all necessary approvals and permits from any applicable governmental authority.

(f) To provide upon completion of grading, sodding and/or top soiling and preparation for seeding of the lands a grading conformance certificate prepared by an Ontario Land Surveyor or Professional Engineer certifying compliance of the lands with the approved grading plan mentioned in clause 3(b) of this Agreement.

4. STORM SEWERS

(a) The Owner shall at its own expense construct a storm sewer system and make sufficient outlet to adequately serve the lands and the development proposed thereon. Such construction shall be in accordance with the specifications and design as approved by the Town, the Region of Niagara and the Province of Ontario, as shown more particularly on Schedule "C".

(b) The Owner agrees at its own expense to repair and forever maintain any storm sewer located on the lands.

(c) The Owner agrees that roof water drainage from any of the buildings located on the lands from time to time shall be drained to an appropriate outlet as approved by the Town.

5. SANITARY SEWERS

(a) The Owner shall at its own expense construct a sanitary sewer system on the lands to adequately serve any buildings to be erected thereon and the construction of this sanitary sewer system shall be in accordance with specifications and a design as approved by the Town, the Region of Niagara and the Province of Ontario, as shown more particularly on Schedule "C".

(b) The Owner covenants with the Town that no storm surface or roof water emanating from the lands shall be discharged into any sanitary sewer system in the Town.

(c) The Owner agrees at its own expense to repair and forever maintain any sanitary sewer system located on the lands.

(d) The Owner agrees to install an inspection manhole as required by the Region of Niagara and an oil trap on their property as required by the Building Department.

6. WATER

(a) The Owner shall at its own expense construct, install and forever maintain all water services and all internal water supply services necessary to serve the lands and the development thereon. The construction of the necessary connections to existing watermains and the internal water supply services shall be in accordance with the requirements of and with the specifications and design approved by the Town, the Region of Niagara and the Province of Ontario, and the Owner shall produce and file plans depicting these specifications and design of the necessary connections to existing watermains and all internal water supply services to serve the lands in the Municipal Offices of the Town prior to the issuance of any building permit.

(b) The Owner shall comply with any provisions of the Ontario Water Resources Commission Act, R.S.O. 1980, Chapter 361 and any amendments thereto and all regulations thereunder insofar as these provisions may apply to all internal water supply services on the lands and this Act and these regulations shall be enforced by the Town.

(c) The Owner agrees to permit Town forces or any agents of the Town to enter upon the lands as may be required for the purpose of inspecting all fire hydrants located thereon and performing such work as may be necessary for the proper maintenance and operation of the said fire hydrants, including any painting thereof. The Owner further agrees to pay the cost of any works other than the inspection required to be performed in order to maintain the fire hydrants in a condition satisfactory to the Town. In the event of the failure of the Owner to pay such costs within sixty days of serving of notice thereof by the Town upon the Owner the Town shall have the right to recover such costs by action or in like manner as taxes.

(d) The Owner agrees to keep all fire hydrants free of all obstructions at all times and shall provide protection for the said fire hydrants to the satisfaction of the Town.

7. ROADWAY CONSTRUCTION

(a) The Owner shall at its own expense construct a roadway the entire width of said property in accordance with engineering drawings contained in Schedule "C".

(b) The Town will assume control of the said roadway by by-law upon completion of roadway to the satisfaction of the Town's Director of Public Works, subject to Council approval.

(c) The Owner to supply a certificate of compliance from their consultant along with as built reproducible drawing of the roadway and services built. All to be in accordance with Ministry of the Environment approval certificates.

8. GARBAGE DISPOSAL

(a) The Owner shall at all times provide adequate facilities for the collection and disposal of garbage, sanitary refuse and industrial waste in accordance with any provincial and municipal requirements and in the event of their failing so to do the Town shall have the right to enter upon the lands and at the expense of the Owner undertake the collection and disposal of garbage, sanitary refuse and industrial waste and recover the cost thereof by action or in like manner as municipal taxes as provided in the Municipal Act.

(b) The Owner shall at all times provide enclosed storage space for all garbage, sanitary refuse and industrial waste.

(c) The Owner shall at its own expense make suitable arrangements for the regular collection and disposal of all garbage, sanitary refuse and industrial waste from the lands and shall immediately dispose of all garbage, sanitary refuse and industrial waste from the lands upon any specific request from the Town so to do.

9. STORAGE

The Owner shall not permit outside storage of anything on the lands save and except for enclosed garbage containment as approved by the Town pursuant to the terms of this Agreement.

10. FLOODLIGHTING

The Owner agrees to provide at its expense adequate floodlighting on the lands as may be directed by the Town from time to time to provide for the safety and convenience of the public and the Owner further agrees that all floodlighting provided by it shall be directed away from all abutting properties.

11. PARKING AND DRIVEWAYS

(a) The Owner shall within the time limits established in this Agreement and at its own expense, provide and at all times maintain on the lands asphalt, paved parking spaces in accordance with Schedule "B" and with any specifications approved by the Town. Paved parking areas shall be suitably marked by painted lines in accordance with the layout shown on Schedule "B".

(b) The Owner shall at its own expense adequately light all driveways and parking areas and structures in accordance with specifications and designs approved by the Town.

12. EASEMENTS

Prior to and after the issuance by the Town of any building permit relating to the lands, the Owner at its own expense and free of all costs to the Town (including any Registry or Land Titles Office fees) shall provide the Town with any easements that may be required by the Town in its sole discretion for any requirement or purpose that may be occasioned by the development of the lands by the Owner and if directed by the Town shall register these easements at the appropriate Land Titles or Registry Office.

13. DEPOSITS

(1) Prior to the execution of this Agreement, the Owner will pay deposits either by way of cash or letter of credit to the Town to guarantee its compliance with the terms of this Agreement and these deposits shall be as follows:

(a) The owner agrees to deposit with the Town a bank letter of credit or cash deposit in the amount of \$5,000 prior to the execution of this Agreement and agree that the cash deposit or letter of credit shall indemnify the Town against non-compliance of the work to be completed in Section 3, Landscaping and Buffers and Section 11, Parking and Driveways, for twelve months from the date of registration of this Agreement, and the cash deposit or letter of credit will guarantee that the Town will be able to collect the total amount of the cash or letter of credit, if necessary under the terms of this Agreement, within an additional twelve month period in order to complete the work itself if necessary. The letter of credit or cash deposit shall be returned to the Owner without interest once the work contemplated in Section 3 and Section 11 are completed to the full satisfaction of the Town.

(b) The Owner agrees to deposit with the Town a bank letter of credit or cash deposit in the amount of \$80,000 prior to the execution of the Agreement and agree that the cash deposit or letter of credit shall indemnify the Town against non-compliance of the work to be completed in Section 7, Roadway Construction. The breakdown for the letter of credit or cash deposit is as follows:

\$70,000 for road construction and installation of services
\$10,000 for engineering inspection and administration

The letter of credit or cash deposit shall be returned to the Owner without interest upon completion of work to the full satisfaction of the Town's Director of Public Works.

(c) For the preparation and registration of this Agreement \$300.00.

14. REVOCATION OF BUILDING PERMIT

The Owner agrees that if construction has not been seriously commenced within one year of the signing of this Agreement or where construction is substantially suspended or discontinued for a period of more than one year, the Chief Building Official of the Town may revoke any building permit issued to the Owner and relating to matters contained in this Agreement and not issue a new permit until such time as a new Agreement has been entered into between the Town and the Owner.

15. NOTIFICATION

Any notification pursuant to the terms of this Agreement may be effected by prepared first class mail.

(i) by the Owner upon the Town at its address: P.O. Box 1030, Beamsville, Ontario, LOR 1B0.

(ii) by the Town upon the Owner at its address: 120 Brockley Drive, Stoney Creek, Ontario L8E 3C5, and service of such notice shall be deemed to have occurred two days after the date of mailing.

16. MORTGAGEES

If the lands are mortgaged and the mortgagee signs this Agreement, then in the event that the mortgagee exercises any rights to sale, possession or foreclosure or takes any other steps to enforce his security in the lands; then:

(a) the provisions of Section 17(23) hereof will apply to any sale by the mortgagee, and in such case Section 17(23) shall be read as if the term "mortgagee" were substituted for the word "Owner" therein;

(b) in the event that the mortgagee, by itself or its agent, takes possession of the land for the purpose of proceeding with the development of the land, then it shall be bound by the provisions of this Agreement as if it were named as the Owner herein, provided further

that if the mortgagee subsequently sells the lands, then the provisions of sub-paragraph (a) above shall apply to such sale, and on completion of such sale in compliance with sub-paragraph (a) above, the mortgagee shall no longer be bound by or subject to the provisions of this Agreement;

(c) Notwithstanding anything in this Section 16, the Mortgagee by signing this Agreement agrees that in the event that the Owner fails to carry out any provisions of this Agreement and in the event such failure is deemed by the Town in its sole discretion to create an emergency in which the safety of the public may be affected, then the Town shall have at all times the rights granted to it under Section 17(10) of the Agreement.

17. GENERAL

(1) The Owner agrees that:

- (i) any architectural plans required by this Agreement will be drawn by a registered professional architect;
- (ii) any engineering plans required by this Agreement will be drawn by a registered professional engineer;
- (iii) any land surveys required by this Agreement shall be prepared by an Ontario Land Surveyor; and
- (iv) all such plans and surveys will be done at the expense of the Owner.

(2) The Owner agrees to obtain all necessary approvals from any governmental agency having an interest in the development of the lands, particularly the Ministry of the Environment, and these approvals shall be obtained by the Owner at its expense and prior to the issuance by the Town of any building permit relating to any development or construction on the lands.

(3) The Owner agrees that there shall be no work performed on or development of the lands except in conformity with all applicable municipal by-laws and provincial legislation.

(4) The Owner agrees that all municipal taxes in arrears shall be paid in full prior to the issuance of any building permit required pursuant to the terms of this Agreement and prior to the execution of this Agreement and such payment shall be made from time to time as each such event may occur so that payments of municipal taxes are at all times up-to-date.

(5) The Owner agrees to obtain a building permit relating to the lands from the Town within six months from the date of the registration of this Agreement against the title to the lands. Further, the owners agree that the terms of this Agreement shall be carried out by the Owner within one year of the date of the issuance of the first building permit to the Owner which relates in any fashion to the lands.

(6) The Owner, for itself and on behalf of its successors in title and assigns, covenants and promises with and to the Town to provide, maintain and use any buildings, structures, utilities, services, facilities and any other matter or thing that is specified or referred to

in this Agreement or depicted or referred to in any schedule to this Agreement at its sole risk and expense and to the satisfaction of the Town and within any time prescribed and endorsed on any plans and drawings relating to the lands and such work, service and material that is to be done, provided and maintained pursuant to the terms of this Agreement shall be done, provided and maintained and used in a continuous process and in a good and workmanlike manner.

(7) The Owner agrees that construction work relating to the lands or any building, structure, utility, or service therein or thereon will be carried forward as expeditiously as may be in a good and workmanlike manner in accordance with good trade practice so as to cause a minimum of nuisance to the neighbours of the lands.

(8) The Owner agrees that during any construction work relating to the lands or to any matters referred to in the terms of this Agreement all necessary precautions to avoid dust, noise and other nuisances and to provide for the safety of the public will be taken by the Owner, its agents, servants and assigns.

(9) In the event of any failure by the Owner to carry out any provisions of this Agreement (the determination of which shall rest with the sole discretion of the Town) the Town may notify the Owner in writing of the nature of the failure.

(10) If the Owner fails to remedy any failure which it has been notified pursuant to Clause 17(9) of this Agreement within fourteen clear days after receipt of such notice, then the Town shall have the full authority, power and right to enter upon the lands to employ such workmen and to use such equipment and machinery as is deemed in the sole discretion of the Town to be necessary to complete and perform any work that is required to remedy the failure. Further, the Owner agrees that in the event of its failure to carry out any provisions of this Agreement and in the event such failure is deemed by the Town in its sole discretion to create an emergency in which the safety of the public may be affected, then in such case or cases the Town shall have the full authority, power and right to enter upon the lands to employ such workmen and to use such equipment and machinery as is deemed in the sole discretion of the Town necessary to remedy the failure without any notice to the Owner.

(11) The cost of any work affected by the Town pursuant to clause 17(10) of this Agreement, shall be calculated by the Town whose decision on the amount that is fixed shall be final. The cost of any such work shall be at the expense of the Owner and may be recovered from the deposits paid to the Town. Any cost of such work in excess of any deposit held by the Town shall be paid by the Owner to the Town forthwith upon demand therefor.

(12) Any work performed by the Town pursuant to the provisions of this Agreement shall not be deemed to be an assumption by the Town of any liability of any nature or kind in connection with such work or a release of the Owner by the Town of the obligations of this Agreement.

(13) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the lands for the purpose of inspection of any work referred to in this Agreement and for the purpose of completion of any works in accordance with this Agreement and such entry and inspection shall not be deemed an acceptance of any of the works by the Town or an assumption by the Town of any liability in connection therewith or a release of the Owner from any of its obligations under this Agreement.

(14) The Owner agrees that upon its execution of this Agreement, the lands are charged with the performance of this Agreement.

(15) The Owner hereby constitutes any successor-in-title to the lands its agent with full authority to enter into any agreement or agreements with the Town to amend this Agreement from time to time.

(16) In the event of any dispute respecting the interpretation of any Town Standards, the matter is to be decided by the Council of the Town and its decision is final and binding.

(17) The Owner agrees that where construction of all works, matters or things contemplated by this Agreement has not commenced within one year from the date of the execution of this Agreement by the Owner, the Town at its sole discretion may refuse to issue or renew any building permit or other permit required by this Agreement or otherwise until such time as the Owner has executed a new Agreement relating to the lands reflecting the standards and policies required by the Town at that time.

(18) It is understood and agreed that this Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors, mortgagees and assigns and that all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands and it shall enure to the benefit of the future lands to be dedicated to the Town of Lincoln, being the future municipal road extension known as Christie Drive, and it shall be binding upon the Owner and their successors and assigns as owners or occupiers of the lands from time to time. All landscaping and reference plan to be provided by the Owner at his expense.

(19) Notwithstanding any provisions of this Agreement,

(i) the Owner and its heirs, executors, administrators and assigns;

(ii) the lands;

(iii) the use of the lands and any buildings, structures or works therein or thereon; and

(iv) the construction of any buildings, structures or works in or on the lands

shall be subject to or in accordance with all relevant by-laws of the Town presently in effect or which may be passed in the future from time to time.

(20) Prior to the issuance of any building permit, the Owner shall file with the Town a copy of any approved permit required by the Town permitting service connections on any Town roads.

(21) All signs erected on the lands shall be subject to the approval of the Town.


(22) The Owner agrees to install an electrical distribution system in accordance with the approval of Ontario Hydro if required.

(23) The Owner agrees to comply with all regulations of the Town or any government agency having an interest in the lands pertaining to any development on the lands and agrees that it shall upon the sale or transfer by it of the lands or any part or parts thereof require the purchaser or transferee thereof as a condition of such sale or transfer to execute an agreement agreeing to assume this Agreement and be bound by and to fulfill the terms, conditions and covenants that are herein set forth.

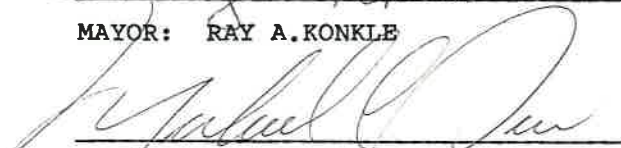
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals under the hands of their respective authorized officers.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN OF LINCOLN

IN THE PRESENCE OF)



MAYOR: RAY A. KONKLE



CLERK: MICHAEL F. DUC

OWNER: J-LINE PROPERTIES LTD.



JAMES TOWNSLEY, PRESIDENT

XXXXXXXXXXXXXXXXXXXX
MARGARET TOWNSLEY

MORTGAGEE:



BANK OF NOVA SCOTIA

D A REED

ASST. GENERAL MANAGER

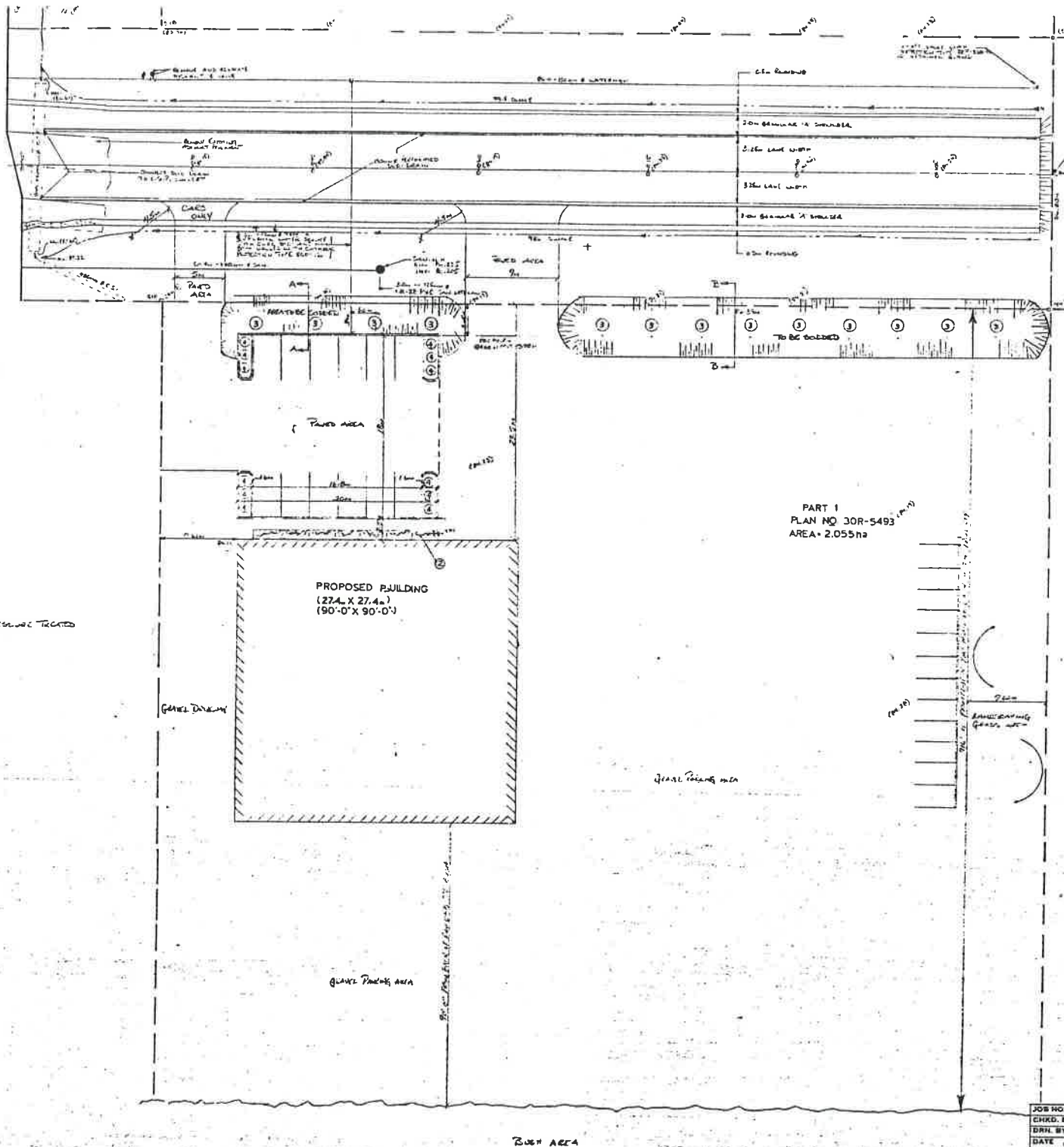
I HAVE AUTHORITY TO BIND THE CORPORATION



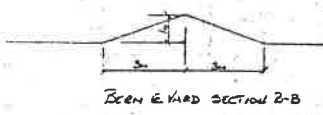
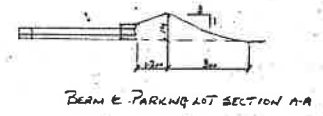
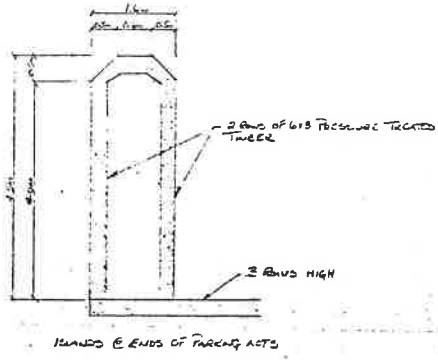
SCHEDULE "A"

ALL AND SINGULAR those lands and premises located in the following Municipality, namely, in the Town of Lincoln, in the Regional Municipality of Niagara, and Province of Ontario, formerly in the Township of Clinton, and in the County of Lincoln, land being composed of Part of Lot 15, in the First Concession of the said Township of Clinton, and being designated as being Part 3 in Reference Plan 30R-5686.

THIS IS NOT A
PLAN OF SURVEY



PART 1
PLAN NO 30R-5493
AREA = 2.055 ha



- PLANTING LIST
- ① = 6 EUCALYPTUS FORTUNEI 'COLDRATUS'
 - ② = 50 CANTON CASTER 'DAMMER'
 - ③ = 13 PICEA QUALEA (WHITE SPRUCE) 5'-0" HIGH
 - ④ = 12 JUNIPERUS HORIZONTALIS 'WILTONII'

THIS IS SCHEDULE "B" TO A SITE PLAN
AGREEMENT BETWEEN J-LINE PROPERTIES
LTD., THE CORPORATION OF THE TOWN OF
LINCOLN AND THE BANK OF NOVA SCOTIA.

Ray A. Vondelo
MAYOR

[Signature]
CLERK



OWNER: J-LINE PROPERTIES LTD.

James Townsley
JAMES TOWNSLEY President

MARGARET TOWNSLEY

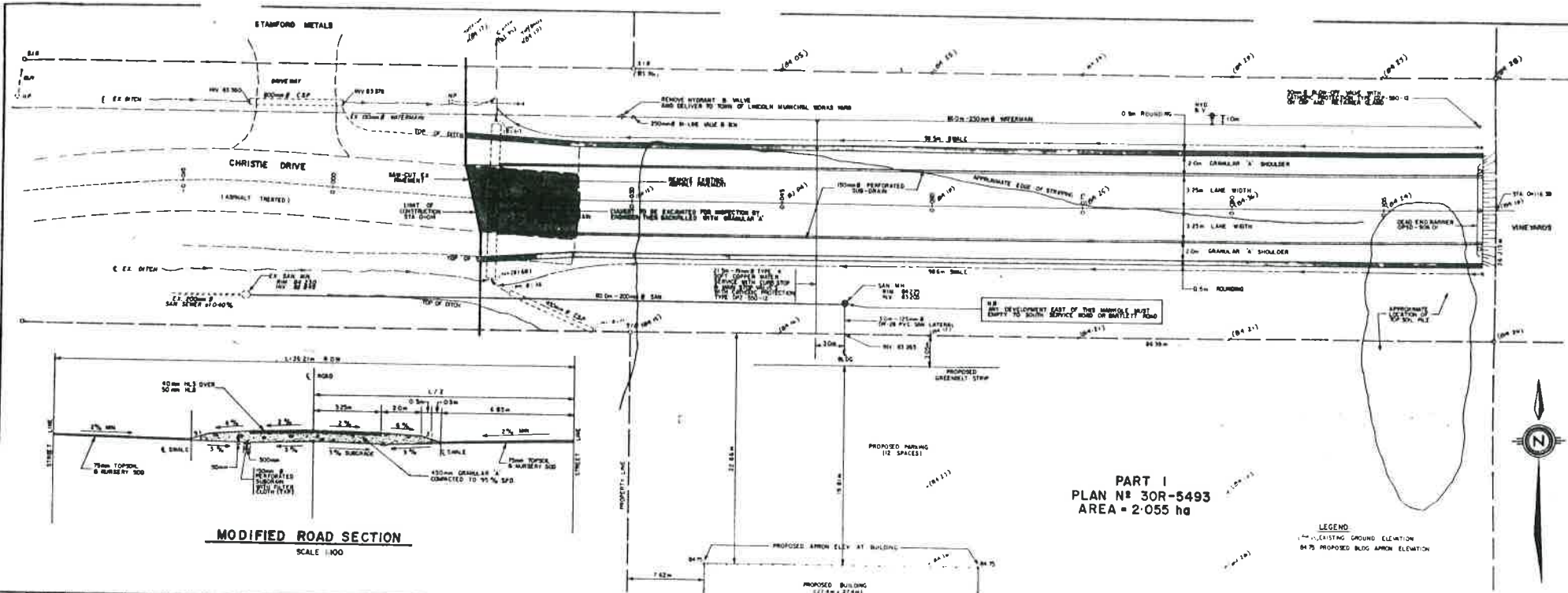
[Signature]

MORTGAGEE: BANK OF NOVA SCOTIA

D. A. REED
ASST. GENERAL MANAGER
I HAVE AUTHORITY TO BIND
THE CORPORATION

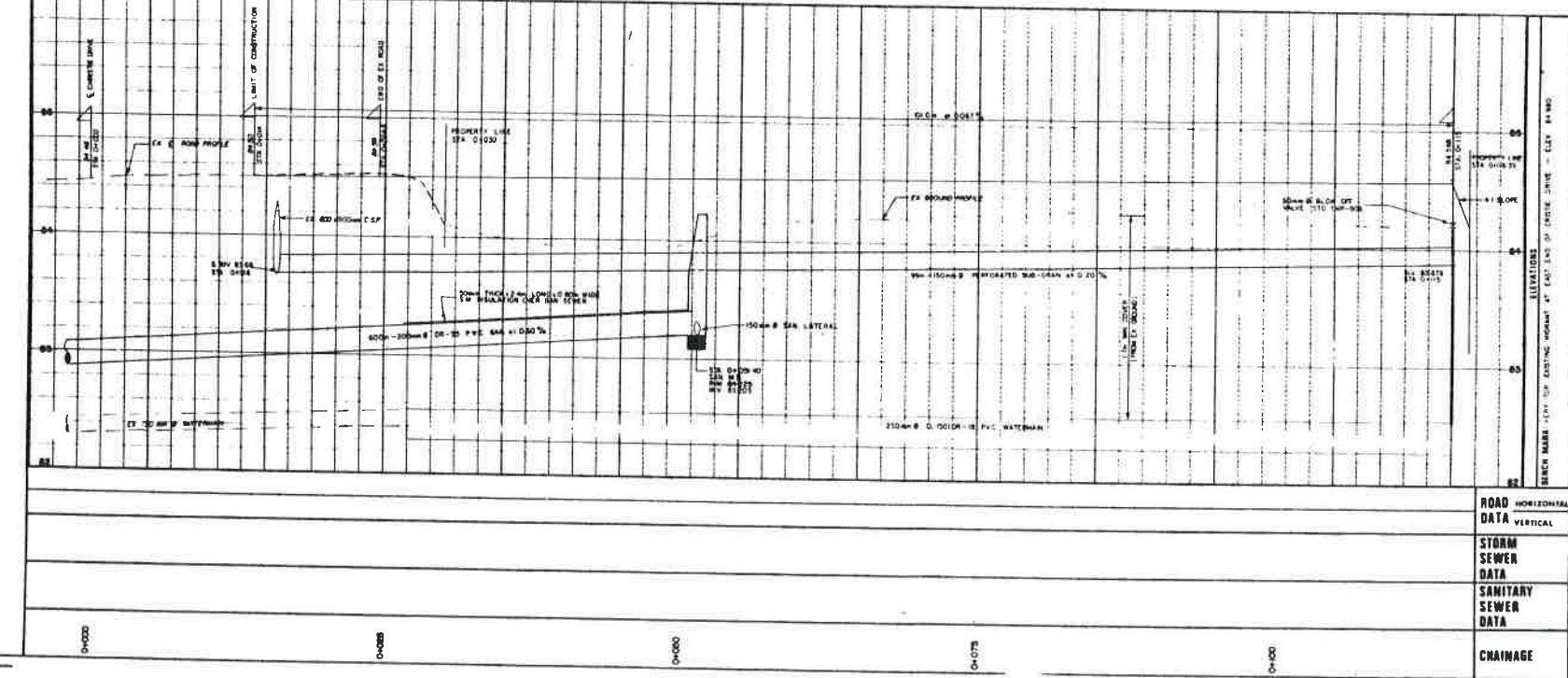
B.N.S. Document
No. *[Handwritten]*
Approved for
Execution *[Signature]*

JOB NO.	J LINE TRADING
CHKD. BY	
DRN. BY	C.R.L.
DATE	SEP. 14 1977
SCALE	AS SHOWN
DWG. NO.	SITE PLAN
	By BACARA BUILDING SYSTEMS LIMITED



PART I
 PLAN N° 30R-5493
 AREA = 2.055 ha

LEGEND
 - - - - - EXISTING GROUND ELEVATION
 - - - - - PROPOSED BLDG ARCH. ELEVATION



NO.	DATE	BY	REVISIONS	DATE
DESIGN	11-10-10	CHECKED	MAS	10-08-11-10
DRAWN	11-10-10	CHECKED	C.E.T.	

SCALE	VERTICAL - 1:10
	HORIZONTAL - 1:200

REVIEWED BY	TOWN OF LINCOLN
APPROVED BY	REGION OF NIAGARA

KERRY Y. HOWE LIMITED
 CONSULTING ENGINEERS
 PLANNING CONSULTANTS
 150 UNIVERSITY AVENUE
 LONDON, ONTARIO
 N6C 2S4

TOWN OF LINCOLN
 ENGINEERING DEPARTMENT

CHRISTIE DRIVE
 EXTENSION OF ROAD AND
 SERVICES TO
 J LINE PROPERTIES LIMITED
 BEAMSVILLE ONT.

ROAD DATA HORIZONTAL
 VERTICAL
 STORM SEWER DATA
 SANITARY SEWER DATA
 CHAINAGE

DATE: 11-10-10
 SHEET NO. 00-210

THIS IS SCH "C" TO A
 SITE PLAN AGREEMENT BETWEEN
 J-LINE PROPERTIES LTD., THE
 CORPORATION OF THE TOWN OF
 LINCOLN AND THE BANK OF NOVA
 SCOTIA.

THE CORPORATION OF THE TOWN OF
 LINCOLN:

Ray A. Kimble
 MAYOR

Michael J. ...
 CLERK

OWNER: J-LINE PROPERTIES LTD.

James Townsley
 JAMES TOWNSLEY President

MARGARET TOWNSLEY

MORTGAGEE:

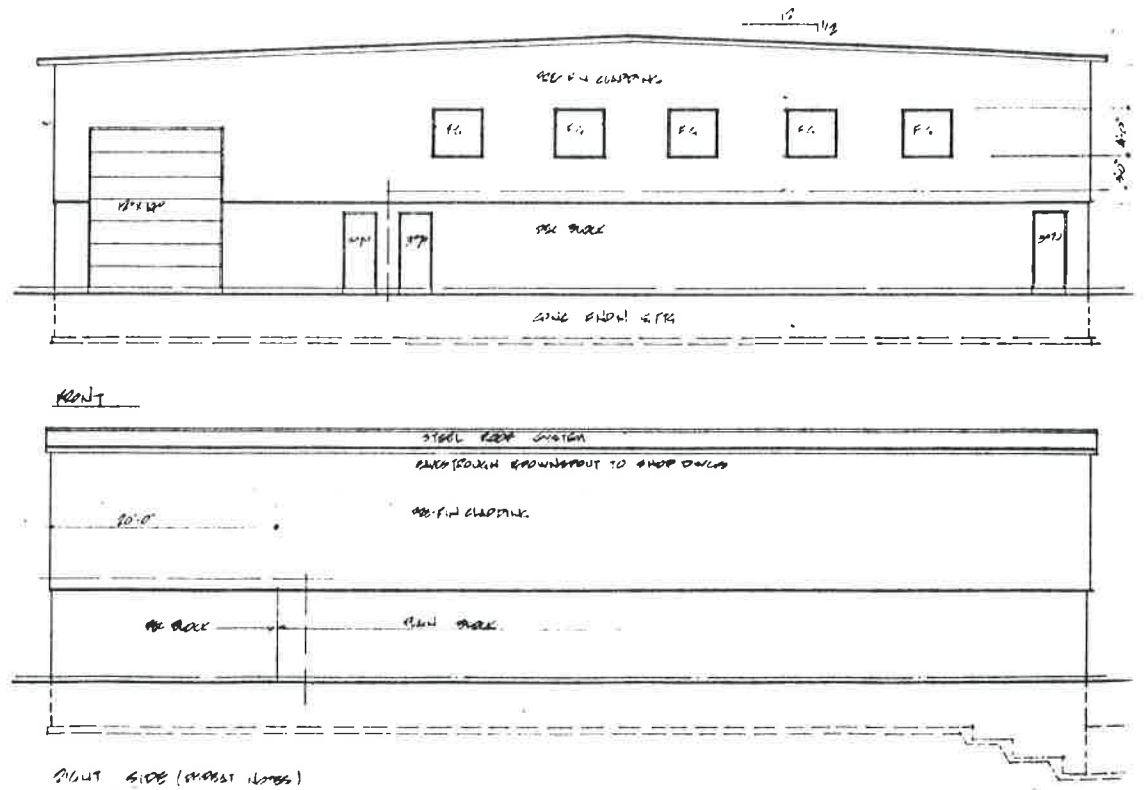
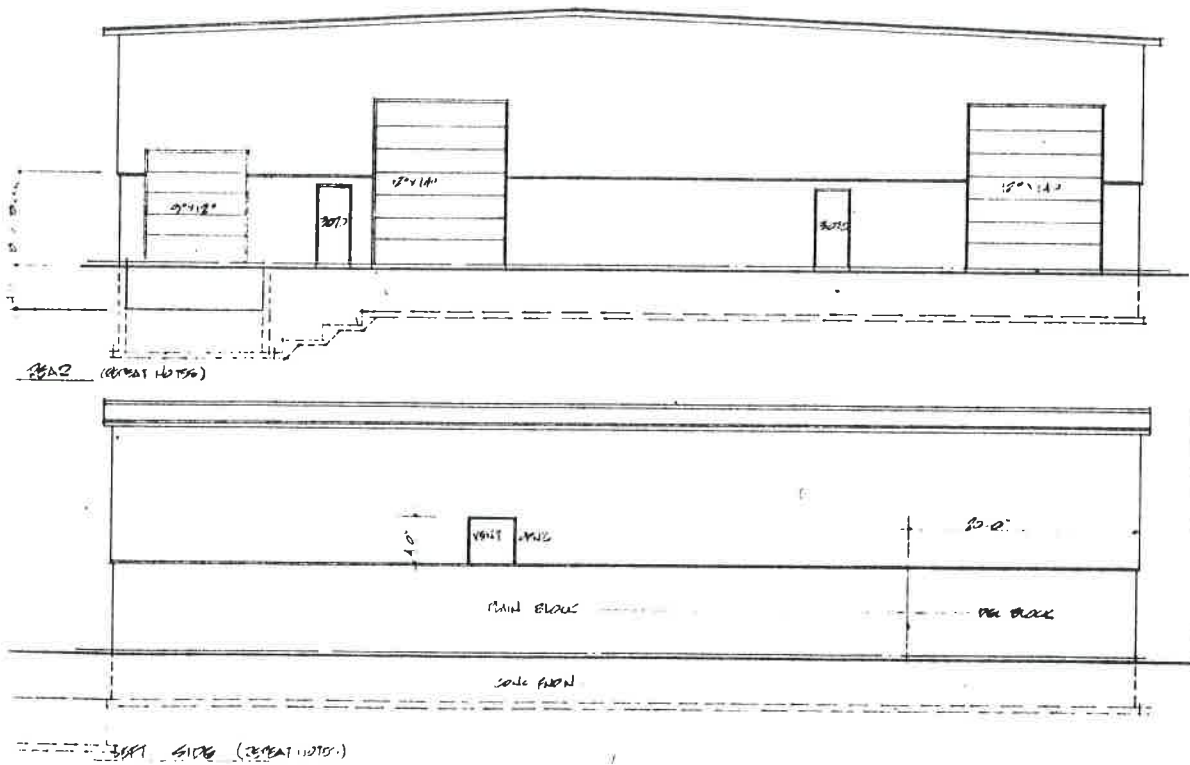
[Signature]

BANK OF NOVA SCOTIA

D. A. REED
 ASST. GENERAL MANAGER
 I HAVE AUTHORITY TO BIND
 THE CORPORATION



This is not a plan of survey



THIS IS NOT A PLAN OF SURVEY

PROJECT WARRIORS BARRACKS J-LINE PROPERTIES	OWNER J-LINE PROPERTIES	LOCATION BRANFORD ONTARIO	DRAWING TITLE DOOR GLASS ELEVATIONS
---	----------------------------	------------------------------	---

THE CORPORATION OF THE TOWN OF LINCOLN:

Ray A. Kinsle
MAYOR

Michael J. ...
CLERK

MORTGAGEE:
[Signature]
BANK OF NOVA SCOTIA

D. A. REED ASST. GENERAL MANAGER
I HAVE AUTHORITY TO BIND THE CORORATION

THIS IS SCHEDULE "D" TO A SITE PLAN AGREEMENT
BETWEEN J-LINE PROPERTIES LTD., THE CORPORATION OF THE
TOWN OF LINCOLN AND THE BANK OF NOVA SCOTIA.

OWNER: J-LINE PROPERTIES LTD.

James Townsley
JAMES TOWNSLEY president

×MARGARET×TOWNSLEY×

CERTIFICATES AS TO EXECUTIONS

I HEREBY CERTIFY THAT THERE ARE NO WRITS OF EXECUTION, EXTENT OR CERTIFICATES OF LIEN IN MY HANDS AGAINST THE REAL AND PERSONAL PROPERTY OF:

HALLINE PROPERTIES LTD

WHERE A DATE IS GIVEN IN BRACKETS AFTER THE NAME , THE SEARCH WAS CONDUCTED FOR WRITS OF EXECUTION, EXTENT, OR CERTIFICATES OF LIEN ON HAND PRIOR TO THAT DATE AND WHICH ARE STILL ON HAND TODAY

SEARCHED PERFORMED FOR: LAMPARD ELLIS
BOX 338
51 QUEEN STREET
ST CATHARINES ON CAN
L2R 6V5

CLIENTS REFERENCE :

FEE AMOUNT : \$3.00

TIMED AT : 16:30 ON 1989/02/08



SHERIFF



Certificate/Certificat

Do you require an abstract? Yes No
 Vous faut-il un certificat de recherches Oui Non

Date search required 7/20/03
 Date de la recherche requise _____

(cashier's stamp/tampon du caissier)

12003

Time and dated at/Heure et lieu

Sheriff at Niagara North

I hereby certify that there are no Writs of Execution, Extent, or Certificates of Lien in my hands against the real and personal property of:
 Je certifie par la présente n'avoir entre les mains aucun bref de saisie-exécution, de saisie fiscale ou certificat de privilège relatifs aux biens meubles et immeubles de:

CAUTION: RULED OUT NAME INDICATE NAMES NOT CLEAR
 ATTENTION: LES NOMS BIFFES INDIQUENT QU'ILS NE SONT PAS CLAIRS

SURNAME NOM	GIVEN NAME(S) PRENOM(S)	EXECUTION NO.	SURNAME NOM	GIVEN NAME(S) PRENOM(S)	EXECUTION NO.
J-LINE PROPERTIES LTD.					
SEARCHED RECHERCHE EFFECUTÉE	CHECKED VÉRIFIÉ		SEARCHED RECHERCHE EFFECTUÉE	CHECKED VÉRIFIÉ	ANSWER GIVEN/EXECUTIONS RÉPONSES AUX SAISIÉS-EXÉCUTIONS
			<i>[Signature]</i>		1

REQUISITIONS ARE LIMITED TO 15 NAMES AND SHALL RELATE TO THE INVESTIGATION OF NOT MORE THAN ONE TITLE.
 LES RÉQUISITIONS SE LIMITENT À 15 NOMS ET PORTENT SUR LA RECHERCHE D'UN SEUL TITRE.

Firm name: Lampard, Ellis & Walsh No. 454001
 Raison sociale
 Address: 51 Queen Street, Box 338
 Adresse St. Catharines, Ontario, L2R 6V5

Reference: _____
 Votre référence

**FOR OFFICE USE ONLY
 À L'USAGE DU BUREAU**

Fees: _____
 Honoraires

Signature _____

Ordered by: _____
 Demande faite par

NG: THIS CERTIFICATE IS NOT VALID WITHOUT SHERIFF'S
 TISSEMENT: LE PRESENT CERTIFICAT EST NUL S'IL NE POI
 PAS LE SCEAU DU SHERIF

Requisition No. _____