

**THIS LICENSE AGREEMENT made effective as of the 1st day of May, 2016.**

**BETWEEN:**

**ONTARIO HERITAGE TRUST  
(hereinafter called the "Trust"),**

**OF THE FIRST PART,**

**-and-**

**PERTH SENIORS FELLOWSHIP  
(hereinafter called the "The FELLOWSHIP"),**

**OF THE SECOND PART.**

WHEREAS the Trust is the owner of certain lands and premises situated in the Town of Perth, in the County of Lanark known municipally as 30 Harvey Street, having the legal description set out in Schedule "A" attached hereto and as shown on site plan attached hereto as Schedule "B" (the "Property");

AND WHEREAS there is located on the Property a two-storey brick house constructed circa 1830 in the American Federal Style known as "McMartin House" (the "House");

AND WHEREAS in owning the Property, it is the intention of the Trust to maintain, protect and preserve the Property as a part of the heritage of Ontario having regard for its heritage significance as outlined in the Statement of Significance set out in section 4.01 of this License Agreement;

AND WHEREAS the Trust has preserved the heritage character of the Property to allow for public appreciation of its heritage character and community use of the Property;

Now THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

## 1.0 Definitions

1.1 In and for the purposes of this Agreement,

- (i) "Capital Repairs" means (i) structural repairs to the fabric of the House and other structures located on the Property and, without limiting the generality of the foregoing, includes major repairs to the roof, floors, eaves troughs, walls, doors, windows, electric wiring, plumbing, furnace, underground sewage and water pipes, fence, exterior painting, interior redecorating; elevator; (ii) major landscaping, and (iii) site services such as water wells, septic field beds or electrical cable;
- (ii) "Maintenance" means all regular Property repairs and maintenance which are not Capital Repairs, the total cost of which do not exceed \$5,000.00 per annum during the Term; and
- (iii) "Landscaping" means (i) cutting and maintenance of lawns, and (ii) snow cleaning and de-icing.

1.2 Any reference in this Agreement to the Property includes the House unless the context otherwise so requires.

## 2.0 Grant of License

2.1 The Trust as licensor agrees to allow the Fellowship to continue to occupy the

Property as licensee for a term of five (5) years commencing on May 1, 2016 (the "Commencement Date") and ending on April 30, 2021 (the "Term"). The Fellowship acknowledges that this Agreement constitutes a personal license granted to the Fellowship by

the Trust and that no property interest in the Property, including without limitation a leasehold interest, is created in favour of or granted to the Fellowship by this Agreement.

2.2 The Fellowship shall pay the Trust a license fee of \$2.00 per annum during the Term payable on the Commencement Date and every anniversary of the Commencement Date.

2.3 The parties agree that they will by no later than April 1, 2020 decide whether or not to renew this Agreement. The terms and conditions of any new license agreement will be negotiated at that time and set out in written agreement signed by both parties.

### 3.0 Operation and Use of Property

3.1 The Fellowship shall occupy the Property for the purpose of:

- (a) providing public interpretation programs and tours of the House;
- (b) a meeting place for members of the Perth Senior Fellowship and its guests. Without limiting the foregoing, it is agreed that Fellowship activities such as arts and crafts, card nights, movie nights, dances, etc. will be permitted.
- (c) the holding of community events; and
- (d) such other uses as the Trust may from time to time in writing approve.

3.2 Commencing in the second year of the Term and thereafter annually the Fellowship shall provide a written annual report to the Trust by no later than July 31 of every year for the preceding calendar year in respect of the following matters (the "Annual Report"):

- (i) a statement of income and expenses in respect of the Property for the year;
- (ii) a summary of programming and events held at the Property; and
- (iii) a property maintenance summary to include current year repairs, and outstanding Capital Repairs, Maintenance and Landscaping that may be required.

3.3 During the Term and for a period of one (1) year following its expiration or termination the Fellowship will maintain at its usual place of business financial records and books of account with respect to this Agreement in accordance with established accounting procedures. Upon request by the Trust the Fellowship shall provide to the Trust such invoices, financial records and books of account related to this Agreement (the "Records") as it may require or permit the Trust to inspect or copy the Records in the place that they are kept by the Fellowship.

### 4.0 Statement of Significance of McMartin House

4.1 The Fellowship and the Trust agree that the following Statement of Significance of McMartin House explains the cultural heritage significance of the Property:

#### **Statement of Significance McMartin House**

##### **Description of Historic Place**

The building at 125 Gore Street East, known as McMartin House is situated at the corner of Gore and Harvey Streets in downtown Perth. The two-storey building was designed in the American Federal Style and constructed in 1830. The McMartin House was designated a National Historic Site in 1962 by the Government of Canada. The site was purchased by the Ontario Heritage Foundation, now the Ontario Heritage

Trust (OHT), on April 12<sup>th</sup>, 1972 and has since undergone extensive preservation and restoration work. On June 30<sup>th</sup>, 1979 the OHT unveiled a provincial plaque commemorating the McMartin House.

#### Heritage Value Historic Value:

McMartin House is significant for its association with Daniel McMartin, a historic figure in Perth, who moved there in 1823 to become the town's first lawyer. He was born to Loyalist parents in 1798 and raised in nearby Martintown, then educated at Osgoode Hall in Toronto. He built McMartin House in 1830 with money he inherited from his father. He married Charlotte Mathilda Morgan in 1836, the daughter of wealthy Americans, and the couple had four children. The house was seized by the sheriff in 1868 for non-payment of debts. Daniel McMartin died a year later after a brief illness. McMartin House is also associated with William O'Brien, a wealthy boot and shoe manufacturer with three children, who was elected to Town council in 1896 and lived at the house from 1871-1883. McMartin House is also associated with Dr. William Grant and his family, who lived in the house from 1883 to 1919, a prominent family in Perth. The house is associated as well with the Roman Catholic Diocese of Kingston, during the period 1919-1972. They made the most drastic changes to the property, converting it to a parish hall and renaming the building St. John's Memorial Hall. From 1974 to 2011 the property was leased to the Town of Perth and County Senior Craft Fellowship.

#### Architectural Value:

McMartin house is a significant example of the American Federal style in Canada. This style was popular in the United States between 1780 and 1820 but was very rarely seen in Canada. The house is built of red brick in Flemish bond, with marble trim and quoins. Round and semi-elliptical arches form a layer across the symmetrical facade and the house has a standing seam tin roof (replicating original fer blanc or sheet iron coated with tin roofing) ornamented with two lanterns and a large central cupola (replicas based on originals). Interior details such as window trim and moldings were inspired by the published architectural renderings of Asher Benjamin, an influential designer in the Greek Revival style. In 1883, mahogany trim was added to the east room on the first floor and in the northeast room on the second floor, as was a coal burning furnace. It was also at this time that the original roof-top lanterns were removed and replaced with boxed skylights and the cupola was shortened in height. In 1890, Dr. Grant built a two-storey kitchen wing in the rear of the residence replacing the original basement kitchen. In December 1906, a furnace fire spread through the air vents, damaged the west side of the house. Joists on the ground floor were replaced as was sub-flooring and flooring. The exterior brick was replaced to halfway up the second storey on the rear elevation. In 1907 a new furnace with hot water radiators was installed and the west side damaged by the fire was repaired. In 1925 the stairs to the third floor were removed and the second-floor walls were removed to convert the building to a parish hall. In 1931 the exterior marble steps were removed and reinstalled at Inge-Va, a few blocks away.

#### Archaeological Value:

After the acquisition of the house by the Ontario Heritage Foundation in 1972, the basement was excavated by archaeologists. During this excavation a dressed stone floor below the wood flooring and a fifteen inch oval brick drain trench running away from the east side of the house were discovered. Under an 1890 rear porch addition, dressed stones were identified as being coping stones from a brick garden wall that once ran along the east side of the building. Further archaeological excavations were carried out in 1987 and uncovered 1,653 artifacts.

#### Contextual Value:

McMartin House is located at 125 Gore Street East, in downtown Perth near other historic buildings including Inge-Va, also owned by the Ontario Heritage Trust. The house's original white picket fence with finial capped posts was removed in 1884 and subsequently reconstructed in 1976.

## 5.0 Research and Publicity.

5.1 The Trust shall make all research reports and background material respecting the Property in the Trust's possession available to the Fellowship for use in the preparation of promotional and interpretive materials respecting

the Property. The Trust shall have the right to approve in advance any promotional and interpretive material in any medium prepared by the Fellowship for distribution to the public, which describes the Property or any aspect of the Property and its history. The Fellowship shall be responsible for all printing, distribution and advertising costs relating to the preparation of promotional and interpretive materials.

5.2 All promotional and interpretive material and merchandise produced by the Fellowship regarding the Property (i.e. fundraising materials, news releases, post cards, flyers, mugs, etc.) and communicated or distributed in any medium must acknowledge the Trust's role in the conservation, management and ownership of the Property, and be approved in advance, in writing, by the Trust.

5.3 All promotional and interpretive merchandise and materials bearing the name, images or Trust logo associated with the Property must be approved in advance, in writing, by the Trust. The Trust shall receive 10% of all gross revenue from the sale of merchandise. If the Fellowship sells merchandise at the Property then it agrees also to sell Trust promotional merchandise in consideration for which the Fellowship shall receive 15% of gross revenue on such sales of Trust promotional merchandise.

## 6.0 Repairs and Maintenance

6.1 The Fellowship shall at its expense maintain and keep the Property in the same or better condition as when this Agreement first took effect and promptly make all needed Maintenance to the Property except for Capital Repairs which shall be responsibility of the Trust. Without limiting the generality of the foregoing, the Fellowship shall keep the Property in such a condition as would a careful owner, subject to the Trust's responsibility for Capital Repairs.

6.2 If the Fellowship's Maintenance expenditures in any calendar year exceeds \$5,000 then the Trust will reimburse the Fellowship its Maintenance expenditures in excess of \$5,000 on submission of paid invoices. The Fellowship shall provide copies of all Maintenance invoices/receipts for review, and invoice the Trust the accordingly for reimbursement.

6.3 The Trust shall be responsible for Capital Repairs on a priority basis as funding permits. If the Trust intends to undertake any Capital Repairs, it shall provide the Fellowship with not less than seven (7) days prior written notice of the work to be undertaken which notice shall include a description of the work, the part or parts of the Property that the Trust requires access to in order to perform the work (the "Work Areas") and a schedule for the completion of the work. The Fellowship shall permit the Trust and its contractors, employees and representative access to the Work Areas in order to undertake and complete any such work.

6.4 The Trust shall be responsible for landscaping which includes grass cutting, snow clearing and de-icing and maintenance of the existing gardens on the property. The Fellowship shall permit the Trust's contractors, employees and representative access to the Work Areas in order to undertake and complete any such work.

6.5 The Trust shall be responsible for the installation of storm windows and screens as seasonal winter and summer conditions dictate. The Trust shall provide the Fellowship with prior notice of this work to be undertaken. This work is dependent on weather conditions, access to tenanted and rental spaces, and availability of the contracted service provider. Storm Windows and screens are to be stored on site (in the shed and on the 3<sup>rd</sup> floor).

6.6 The Fellowship shall be responsible for regularly scheduled inspections and preventative maintenance and re-keying on the elevator, and all labour costs associated with minor elevator repairs. If the elevator is in need of service the Fellowship shall notify Trust for authorization, prior to contacting the service provider. The Trust, being the owner of the elevator is responsible for any installations as required by the TSSA. For greater clarity a minor repair shall be described work done on the elevator that costs \$1,000 or more. In addition, the Trust is responsible for

paying for all parts, hardware and materiel related to work done on the elevator whether done as capital upgrades, or major or minor repairs. On minor repairs the Fellowship shall only be responsible for paying for labour costs.

6.7 If, during the Term, the House or any part of the House is in the opinion of the Trust, destroyed or damaged by any cause whatsoever so as to render the House substantially or wholly unfit for occupancy by the Fellowship, then the Trust may terminate this Agreement by written notice given to the Fellowship within sixty (60) days of the date of such damage or destruction. In the event of such notice being so given this Agreement shall be terminated and the Fellowship shall immediately surrender the Property and all of its interest herein to the Trust the Property and the Trust may take possession of the Property.

## 7.0 Insurance, Indemnifications and Non-Liability

7.1 The Fellowship will at its own expense put in effect and maintain, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, the following insurance:

- (1) Commercial General Liability Insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Three Million Dollars (\$3,000,000) per occurrence.  
The policy will include the following endorsements:
  - (a) the Trust as an additional insured (but only in respect of the Fellowship's occupation and use of the Property pursuant to this Agreement);
  - (b) Cross Liability;
  - (c) A valid WSIB Clearance Certificate, or Employers Liability, which ever applies;
  - (d) Tenant's Legal Liability; and
  - (e) thirty (30) day written notice of cancellation, termination or material change;
- (2) comprehensive fire and extended coverage (including theft) insurance with regard to any and all of its personal property, which may be from time to time be in or about the Property;

7.2 Each party (the "Indemnifying Party") shall each indemnify and save harmless the other party (the "Indemnified Party") and the Indemnified Party's directors, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Indemnifying Party or any of the Indemnifying Party's officers, directors, employees or agents in connection with the Indemnifying Party's responsibilities under this Agreement or due to or arising out of any breach or non-performance by the Indemnifying Party of any provision or covenant herein contained to be performed or complied with by the Indemnifying Party. This mutual indemnity shall survive the expiry or any termination of this Agreement.

7.3 The Fellowship agrees that the Trust shall not be liable for any injury, damage (including death) to the person of any officer, director, employee, agent, invitee or licensees of the Fellowship , or for the loss or damage to the property of the Fellowship or any of its officers, directors, employees, agents, invitees or licensees in any manner based upon, occasioned by or in any way attributable to the Fellowship's responsibilities under this Agreement unless the injury, loss or damage (including death) is caused by the negligence of an officer, director, employee or agent of the Trust while acting within the scope of his or her duties.

7.4 The Parties agree that each other shall not be liable for any damage to any of the other Party's property which may be on the Property at any time from smoke, gas, water, steam, waterworks, rain, snow or melting snow,

ice or melting ice which may leak into, issue or flow from any part of the Property, including the House, or from the fireplaces, water pipes, steam pipes, electric wiring of the same, or from any place or quarter, unless such damage is clearly the result of negligence on the part of the Fellowship or the Trust or their respective employees or agents.

## 8.0 Realty Taxes

8.1 Although the Property is presently exempt from realty taxes as real property owned by the Trust, the Fellowship acknowledges that circumstances may change whereby realty taxes or grants in lieu of realty taxes may be levied against the Property and/or the Trust. Should this occur the Fellowship shall assume full responsibility for any such realty taxes or grants in lieu of realty taxes which relate to its occupancy and use of the Property.

## 9.0 Fellowship's Covenants

9.1 The Fellowship covenants with the Trust as follows:

- (1) That in keeping with the heritage character of the Property, the Fellowship shall respect the heritage character of the Property and will do nothing which in the opinion of the Trust would endanger, damage or destroy the fabric, fixtures, architectural design and historical features of the Property.
- (2) To pay as and when same become due and payable, all charges for electricity, water, oil, gas, heating, telephone and other rates for utilities and services in connection with the occupancy and use of the Property;
- (3) Not to make or permit to be made any Capital Repairs, or alterations or additions to the Property without the express prior written approval of the Trust;
- (4) To allow the Trust, its employees, contractors and agents to enter into and upon the Property or any part thereof at any reasonable time and upon four  
(4) business days prior notice to view the state of repair of the Property;
- (5) At its own expense, to keep the Property in a clean and sanitary condition, in accordance with the laws, directions, rules and regulations of any municipal, provincial or federal governmental authority or other agencies having jurisdiction over same;
- (6) Not to use or permit any part of the Property to be used in such a manner as to cause or be deemed a nuisance;
- (7) To promptly advise the Trust in writing of any damage to the Property or of any accident or other defect in the fireplaces, water pipes, gas pipes, steam pipes, drainage pipes, plumbing works, heating apparatus, water heater, electric lights or other wires,
- (8) To promptly advise the Trust in writing of any needed Capital Repair;
- (9) Not to keep or permit to be kept on the Property any inflammable oils or other dangerous or explosive materials which are not normally kept in residential premises;
- (10) To deliver and yield up to the Trust at the termination of this Agreement the Property and its fixtures and fittings in as good a condition and state of repair and decoration as they were upon their restored completion, reasonable wear and tear excepted;

- (11) Because of the special nature of the Property and the purpose of this Agreement, not to part with the possession of the Property, except as specifically permitted by this Agreement;
- (12) Not to erect or cause to be erected on the Property without the prior written approval of the Trust any television or radio antenna, satellite dish flag mount, or any other device or apparatus whatsoever;
- (13) Not to place air conditioning or other equipment in the window openings without the prior written approval of the Trust;
- (14) If the Fellowship requires additional electric power, telephone or other private signal connections, the Trust reserves the right to direct the electricians or other workmen as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires shall take place. No other wires of any kind shall be introduced without the prior written approval of the Trust;
- (15) Not to intentionally injure or remove any shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the Property, except for those activities necessary for regular grounds maintenance (e.g. weeding, pruning and trimming);
- (16) To allow the Trust possession of the Property for special events up to six (6) times per year. The Trust will notify the Fellowship, in writing, with a minimum 90 day notice of its intention to exercise this right; and
- (17) To provide security for the Property when not occupied by the Fellowship when not occupied by the Fellowship or as otherwise is appropriate in the circumstances.

## 10.0 Termination

10.1 If the Trust considers that the Fellowship is in default of any of its obligations under this Agreement then the Trust may give notice of such default to the Fellowship giving the Fellowship thirty (30) days or such longer period of time as the Trust in its discretion considers reasonable (the "Cure Period") within which to correct any such default. If the Trust has provided the Fellowship with an opportunity to remedy the default and

(i) the Fellowship does not remedy the default within the Cure Period ; (ii) it becomes apparent to the Trust that the Fellowship cannot completely remedy the default within the Cure Period or such further period of time as the Trust considers reasonable; or

(iii) the Fellowship is not proceeding to remedy the default in a way that is satisfactory to the Trust,

the Trust may immediately terminate this Agreement by giving notice of termination to the Fellowship. The effective date of any termination under this paragraph will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

10.2 If the House ceases to be used by the Fellowship then the Trust may, in its discretion, on six month's prior written notice to the Fellowship terminate this Agreement without penalty, compensation, damages or bonus to the Fellowship.

10.3. In the event of termination for any reason and on the expiry of this Agreement the Fellowship shall within three months of such termination or expiry provide to the Trust a final report which shall include the information required in the Annual Report as set out in section 3.2 for the period ending on the date of termination or expiry.

10.4 Forthwith upon the expiry or earlier termination of this Agreement the Fellowship shall deliver to the Trust vacant possession of the Property leaving the Property in such condition in which the Fellowship is required to keep the Property during the Term.

10.5 If the Fellowship remains in possession of the Property after the termination or the expiry of this Agreement then the occupancy of the Fellowship shall be deemed to be on a month to month basis on the same terms and conditions as set out in this Agreement except as to the Term.

## 1.0 General Provisions

11.1 Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered, or sent by telex or telegram or electronic facsimile transmission or by prepaid registered mail addressed:

in the case the Trust to: 10 Adelaide Street  
East  
Toronto, ON, M5C 1J3  
Attn: Director, Heritage Programs and Operations FAX: (416) 325-5071

and in the case of the Perth Seniors Fellowship to: 125 Gore Street East  
Perth, ON, K7H 1J6  
Attention: Vivian Buchanan, Executive Director  
FAX: (613) 267-5531

or at such other address as either of the parties may, by notice to the other, specify as its address for service. Each such notice shall be deemed to have been received, if personally delivered, at the time of delivery or, if delivered by telex, telegram or electronic facsimile transmission, on the day of that transmission. Every such notice shall be deemed to have been received, if sent by prepaid registered mail, on the third (3rd) day (excluding Saturdays, Sundays, statutory holidays, and other periods during which strikes, lock-outs or other occurrences interfere with normal mail service) following the day on which it is so mailed.

11.2. Force Majeure. Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by common carrier which cannot be reasonably foreseen or provided against.

11.3. Interpretation. This Agreement and the rights, obligations and relations of the parties will be governed by and construed in accordance with the laws of the province of Ontario and the applicable federal laws of Canada. The courts of Ontario will have jurisdiction to entertain any action or other legal proceeding in respect of this Agreement.

11.4. Invalidity. The invalidity of any particular provision of this Agreement will not affect any other provision of it, and this Agreement will be construed as if the invalid provision had been omitted.

11.4. Gender and Number. This Agreement will be read with all changes in gender and number required by the context.

11.5. Amendment and Waiver. No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party. A waiver by either party of any provision of this Agreement in one instance will not constitute a waiver as to any other instance. No waiver will be valid unless it is in writing.

1 1.6. Time of Essence. Time will be of the essence of this Agreement in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

11.7. Freedom of Information. The Fellowship acknowledges that this Agreement is subject to the provisions of the Freedom of Information and Protection of Privacy Act,

R.S.O. 1990, c.F.31, as amended, or any successor act and that this Agreement and any information provided to the Trust in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any documents or other information.

11.8. Entire Agreement. This Agreement constitutes and defines the entire contract and agreement between the parties hereto respecting the subject matter of this Agreement. No oral term or condition, warranty, collateral understanding or agreement other than expressly contained in this Agreement shall form a part of the contract or be binding upon any party hereto.

11.9 Enurement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The Fellowship may not assign this Agreement without the prior written approval of the Trust which approval the Trust may unreasonably and arbitrarily withhold.

1 1.10 Parties Independent. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

ONTARIO HERITAGE TRUST

Per:

Date: October 13)

Beth Hanna — Chief Executive Officer

Date: SEP 26/16

Sean Fraser — Director, Heritage Program and Operation.

We have authority to bind the Trust

PERTH SENIORS FELLOWSHIP

Per:

e: Sept 16/2016

Date: Brian J. Henderson, President

e: SEPT. 21/16

Date: Vivian Buchanan, Executive Director

We have authority to bind Fellowship

### SCHEDULE "A"

Attached to and forming part of the Licence Agreement between Ontario Heritage Trust, as Licensor and Perth Seniors Fellowship as Licensee, dated the 1<sup>st</sup> day of May, 2016.

### LEGAL DESCRIPTION

All of PIN parcel 05178-0054(LT) being part of Lot No. 3, on the south side of Harvey Street

Registered Plan No. 8828 in the Fellowship of Perth, in the County of Lanark as described in Instrument No. RS46275;

TOGETHER WITH an easement for right of way over the strip of land ten feet (10') in width and one hundred and two feet (102') in depth lying on the north-easterly side of the above-described parcel of land as described in Instrument No. RS46275;

AND SUBJECT TO an easement for telephone and telecommunications lines in favour of Bell Canada over Part 1 on Reference Plan 27R-3203 as set out in Instrument no. 124583.

### SCHEDULE "B"

Attached to and forming part of the Licence Agreement between Ontario Heritage Trust, as Licensor and Perth Seniors Fellowship as Licensee, dated the 1<sup>st</sup> day of May, 2016.

### SITE PLAN

