

THIS AGREEMENT made in triplicate this 2ND day of JUNE 1986 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

- and -

KEITH CRICK & VELMA CRICK

Hereinafter referred to as the "Owners"

WHEREAS the Town is the owner of the road allowance adjacent to Lots 53 & 54, Registered Plan 25, Village of Fonthill, now in the Town of Pelham, known as Pelham Street;

AND WHEREAS Keith Crick and Velma Crick are the owners of the property known municipally as 1502 Pelham Street in the Town of Pelham and being Lot 53 and Part of Lots 54, 55 and 56 on the west side of Pelham Street according to the Plan of the Village of Fonthill, being Registered Plan No. 25, now known as Plan 717, for the Village of Fonthill, now in the Town of Pelham, more particularly shown in the plan of survey attached hereto;

AND WHEREAS the restaurant located on the owners' property encroaches over the road allowance of the Town to the extent of approximately 1.25 feet and more particularly shown on the plan of survey attached hereto;

AND WHEREAS the encroachment consists of a portion of the verandah and the east wall of the restaurant;

AND WHEREAS the Town has agreed that the encroachment may continue only in accordance with the terms of this agreement.

NOW THIS AGREEMENT WITNESSETH that the encroachment may continue but shall be deemed to be with the licence of the Town to the intent that the Owners shall not acquire an easement therefor;

THE Owners shall be allowed to maintain and repair the said encroachment as it exists as of the date of this agreement however they shall not be allowed to alter, enclose, renovate or change in any way the verandah as it encroaches on the Town's road allowance.

con't.....

If that part of the verandah which encroaches upon the Town's road allowance is destroyed or substantially destroyed or demolished whether by fire or any other means, the encroachment shall cease to exist and the Owners hereby agree to abide by the planning and zoning regulations and by-laws enforced at the time, to maintain the buildings within the boundaries of their property.

THIS agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties respectfully.

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF PELHAM has hereunto duly affixed its Corporate Seal attested to by its proper signing officers in that behalf and the Owners have hereunto affixed their hand and seal.

SIGNED, SEALED AND DELIVERED

- In The Presence Of -

) THE CORPORATION OF THE TOWN OF PELHAM

)

)

) MAYOR

)

)

) CLERK

)

)

) KEITH & VELMA CRICK

)

)

) KEITH CRICK

)

)

) VELMA CRICK

)

)

Karen Elliott
WITNESS

Karen Elliott
WITNESS

) ES Bergenstein

) Mary Hackett

) Keith Crick

) Velma Crick

AFFIDAVIT OF SUBSCRIBING WITNESS

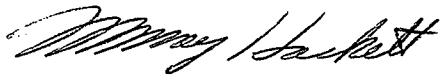
I, KAREN ELLIOTT
of the Town of Pelham,
in the Regional Municipality of Niagara

make oath and say:

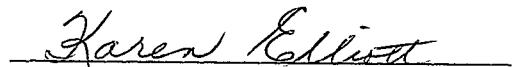
*See footnote I am a subscribing witness to the attached instrument and I was present and saw it executed
at Town of Pelham by KEITH CRICK and VELMA CRICK

*See footnote I verily believe that each person whose signature I witnessed is the party of the same name referred
to in the instrument.

SWORN before me at the Town
of Pelham in the Regional
Municipality of Niagara
this 2ND day of JUNE 1986



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

X / WE KEITH CRICK and VELMA CRICK,
of the Town of Pelham,
in the Regional Municipality of Niagara,

* If attorney, see footnote (severally) make oath and say: When X / WE executed the attached instrument,

~~X WAS~~ / WE WERE EACH at least eighteen years old;

and within the meaning of clause 1(f) of the Family Law Reform Act,

~~(XXXXX WAS XXXX WAS XXXX XXXX XXXX)~~

Strike out inapplicable clauses.

~~(XX)~~

~~XXXXXX XXXX~~

(c) We were spouses of one another.

We were residents of Canada within the meaning of the Income Tax Act of Canada.

** Not a matrimonial home, etc., see footnote.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the Town
of Pelham, in the Regional
Municipality of Niagara

this 2ND day of JUNE 1986



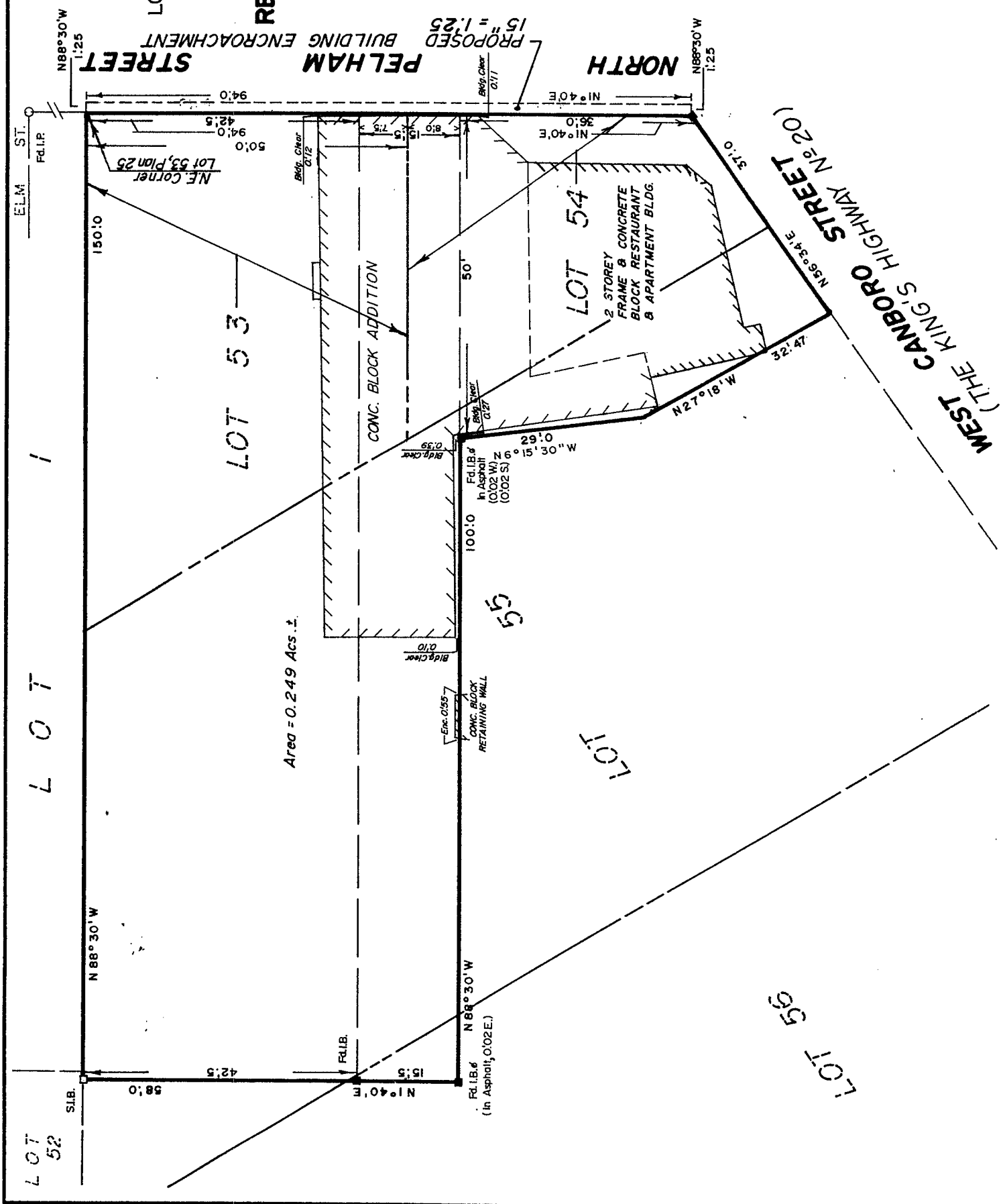
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.





*Note: Where affidavit is made by an attorney, the attorney shall depose, (a) that the party was at least eighteen years of age at the time of execution of the power of attorney; (b) as to the party's status as a spouse at the time of execution of the instrument; and (c) that the power of attorney is in full force and effect and has not been revoked.

** Note: See clauses 42(3) (b) (c) and (d) of the Family Law Reform Act. If spouse does not join in or consent, either insert explanation or complete a separate affidavit.



PLAN SHOWING
LOT 53 AND PARTS OF LOTS 54, 55 AND 56
REGISTERED PLAN No 25
VILLAGE OF Fonthill
NOW IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE: 1" = 20'
1978
(NOTE: Registered Plan 25 now known as Plan 717)

NOTE:-

Bearings hereon are referred to the westerly limit of North Pelham Street on a course N 1° 40' E in accordance with the Plan of the Village of Temperanceville (now known as Plan 715.)

C. J. Clarke
C. JAMES CLARKE
O. L. S.

C.J. CLARKE, NIAGARA, LIMITED
ONTARIO LAND SURVEYORS
WELLAND
ONTARIO
DATE MAY 8, 1978 FILE 65 - 233

PLAN AMENDED APRIL 1, 1986 TO SHOW
PROPOSED BUILDING ENCROACHMENT.