

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

BETWEEN:

WILLIAM ALSOP & ELSIE ALSOP,
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 ENGINEERS" shall mean the Engineers of the Corporation of the Town of Pelham.
- (d) "TREASURER" shall mean the Treasurer of the Corporation of the Town of Pelham.

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

AND WHEREAS the Owner is desirous of constructing greenhouses and related facilities in accordance with Schedule "B" attached hereto, being site plans filed in the Office of the Town;

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

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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) The Owner agrees to use the lands only in accordance with the terms and conditions contained herein and for no other purpose.

(2) The Owner agrees to perform any and all construction and installation on the said lands in accordance with the terms and conditions contained herein and as shown on Schedule "B" attached hereto and forming part of this agreement to the reasonable satisfaction of the Town.

And further, the Owner agrees not to perform any construction or installation on the said lands except in accordance with the terms and conditions contained herein and shown on said Schedule "B" attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.

(3) STORM DRAINAGE:

(a) The Owner shall, at its own expense, carry out storm drainage works on the lands described in Schedule "A". These storm drainage works are to adequately disperse storm water from the development into the existing municipal storm drains or natural watercourses to the satisfaction of the Town and the Niagara Peninsula Conservation Authority and the Owner undertakes to repair and maintain the storm drainage works located on the lands described in Schedule "A" as may be required from time to time.

(4) SANITARY SEWAGE DISPOSAL:

(a) The Owner shall, at its own expense, construct a sanitary waste disposal system within the development to adequately serve the business and buildings located thereon, such construction to be inspected and approved by the Health Services Department of the Regional Municipality of Niagara. The Owner further undertakes to repair and maintain the sanitary waste disposal system located on the lands described in Schedule "A".

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(5) HYDRO:

(a) The Owner shall, at its own expense, install electric service all of which installation shall be subject to the approval of Ontario Hydro, and shall comply with all requirements of Ontario Hydro respecting the installation of necessary power line services to the buildings as described in Schedule "B".

(6) PARKING:

(a) The Owner shall provide and all times maintain on the said lands, parking areas as shown on Schedule "B" to this Agreement.

(b) The Owner shall, at its own expense, and from time to time, construct and maintain driveways as shown on Schedule "B" to this Agreement. All entrances shall be approved by the Public Works Department of the Town.

(7) GRADING AND LANDSCAPING:

(a) The Owner shall, at its own expense, grade all lands not required for building or parking in accordance with the requirements of the Town and in such a manner so as to prevent ponding on the said lands and on lands adjacent thereto.

(b) The Owner shall, at its own expense, carry out the landscaping requirements as shown on Schedule "B" to this Agreement to the reasonable satisfaction of the Town. Said landscaping to include, but not be limited to, the evergreen planting screen along the south side of Tice Road to shield the view of the greenhouses from Tice Road.

(8) WATER:

(a) The Owner, at its own expense, shall construct and install all internal water supply services necessary to serve the development.

(9) EXHAUST FANS:

The Owner agrees that all exhaust fans for the greenhouse operation shall be located on the south ends of the greenhouses and directed away from the existing development on Tice Road.

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(10) REFUSE:

(a) The Owner agrees that any refuse container that is to be located on the said lands shall, if deemed necessary by the Town, be screened in an area specifically for that purpose.

(11) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the lands described in Schedule "A" in accordance with Schedule "B" attached hereto to permit the greenhouses and accessory buildings provided that all such uses shall comply with all building and zoning requirements of the Town.

(12) (a) In the event of the failure by the Owner in the opinion of the Town Engineers or its agent exercising reasonable engineering practices to carry out any provisions of this Agreement, then the Town, its servants or agents, may notify the Owner or its agent in writing of the nature of the failure.

(b) If such default or failure is not remedied within fifteen (15) days of such notice, then the Town shall have full authority, power and right to enter upon the said lands, to employ such workmen, and to use such equipment and machinery as is deemed necessary to complete and perform the work required to remedy the failure or default. In case of emergency or public safety, such work may be done without prior notice, but the Owner shall be notified forthwith thereafter.

(c) The cost of such work shall be calculated by the Town Engineers or authorized agent whose decision shall be final. The cost of such work shall be at the expense of the Owner and may be recovered in like manner as taxes.

(d) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the said lands for the purpose of inspection of any work referred to in this Agreement and for the purpose of the completion of any works in accordance with this clause and this Agreement.

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(e) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance of, or existence of any work done by the Owner, its contractors, servants or agents on the land described in said Schedule "A" annexed hereto or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required works in accordance with this clause and this Agreement.

(13) The Owner shall not call into question directly or indirectly in any proceeding 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 proceeding.

(14) The Owner covenants for itself, its successors and assigns and the owners from time to time of the said lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the lands described in said Schedule "A" to and for the Town, its successors and assigns.

(15) The Owner agrees and consents to the registration of notice of this Agreement against the said lands described in said Schedule "A" attached hereto.

(16) The Owner agrees that it shall, upon the sale or transfer by it of the said 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 satisfactory in form to the Town Solicitor, agreeing to assume this Agreement and be bound by and to fulfill the terms, conditions and covenants herein set forth and containing a like covenant to this effect. The said assumption agreement shall be executed by the Town, the said Owner and any such purchaser or transferee and any mortgagee.

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(17) Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals duly attested to by the proper officers in that behalf.

SIGNED, SEALED & DELIVERED

- In The Presence Of -

(THE CORPORATION OF THE TOWN OF

(PELHAM

(

(MAYOR

(CLERK

(WILLIAM ALSOP & ELSIE ALSOP

Sebergumicette

(*William J. Alsop*

(WILLIAM ALSOP

Sebergumicette

(*Elsie Alsop*

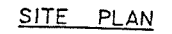
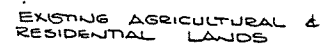
(ELSIE ALSOP

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SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara and being comprised of Part 1 as shown on a plan deposited in the Land Registry Office for the Registry Division of Niagara South (No. 59) as Plan 59R-5017.

SCHEDULE



OWNER
FRANK & PIA GROENEVELD

BUILDING COVERAGE

TOTAL AREA OF LAND	16.8 ACRES
PROPOSED BUILDING COVERAGE	0.62 ACRE

DATE AUGUST 30 1966
DRAWN BY: M.H.

THIS AGREEMENT made in triplicate this 21st. day of August,
1989 A.D.

BETWEEN:

MARTIN & ELIZABETH SONNEVELD,
of the Town of Pelham, in the
Regional Municipality of Niagara
Hereinafter called the "Owners"
OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF
PELHAM,

Hereinafter called the "Town"
OF THE SECOND PART.

WHEREAS the Owners represent that they own the land
described in Schedule "A" annexed hereto;

AND WHEREAS the Owners of the First Part have made
application to the Town of Pelham to move a mobile home on the
property described in Schedule "A" hereto to be used as a
permanent dwelling for the party of the First Part's son and
his family who are full time agricultural help on the farm;

AND WHEREAS mobile homes are permitted as seasonal
help houses within the Town on bona fide farms but not as full
time dwellings;

NOW THEREFORE IN CONSIDERATION of mutual covenants
and agreements hereinafter set out, the parties hereto agree as
follows:

(1) THAT the Council of the Town of Pelham have agreed to
permit the mobile home to be used as a temporary full time
dwelling for the Party of the First Part's son and family while
employed on the farm or the expiration of three years,
whichever occurs first.

(2) THAT the Owners further agree that at such time as
the mobile home is no longer required by his son and family or
the expiration of three years, whichever occurs first, to
remove said structure from the property.

con't.....

92.07.07
Today visited the
subject property and I can
confirm that temporary mobile
home has been removed from
the site and appears to have
been removed some time ago - Bernard.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals or Corporate Seal duly attested to by their proper officers in their behalf.

SIGNED, SEALED AND DELIVERED

(MARTIN & ELIZABETH SONNEVELD

- In The Presence Of -

(

Karen Elliott

Witness

(M. Sonneveld
(MARTIN SONNEVELD

Karen Elliott

Witness

(Elizabeth Sonneveld.
(ELIZABETH SONNEVELD

(

(

(THE CORPORATION OF THE TOWN
(OF PELHAM

(

(Ed Collins
(MAYOR

(

(Mary Hallett

(CLERK

(

(

S C H E D U L E

" A "

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Township of Pelham, in the County of Welland, and being composed of Parts of Lots 10 and 11, Concession 14, in the said Township described as follows:

PREMISING that the Northerly limit of said Lots 10 and 11 has an astronomic bearing of N88°58'40" E, as referred to the West limit of the Township of Pelham, and relating all bearings herein thereto;

BEGINNING at the North-west corner of said Lot 11;

THENCE S0°23'30" E along the Westerly limit of said Lot 3983.69 feet to an iron stake planted in the Southerly limit of the River Road;

THENCE N88°07'30" E along said Southerly limit 715 feet to an iron bar planted therein at the point of commencement of the parcel to be described;

THENCE N88°07'30" E continuing along said Southerly limit 379.49 feet to an iron bar planted at a bend therein;

THENCE S82°06'30" E along said Southerly limit 162.66 feet to an iron bar planted therein;

THENCE on an arc along said Southerly limit, having a radius of 445.28 feet and a chord of 181.19 feet on a bearing of S70°34' E and the centre lying Southerly therefrom, a distance of 182.37 feet to an iron bar planted at a fence line;

THENCE S5°01' W along said fence 190.4 feet more or less to the bank of the Welland River;

THENCE Westerly along said bank to the intersection with a line drawn S0°23'30" E from the point of commencement;

THENCE N0°23'30" W 142 feet more or less to the point of commencement;

SAID parcel containing by admeasurement 3.21 acres more or less.

M E M O R A N D U M

TO: Chairman W. B. Walker, Mayor Mardi Collins
and Members of the Planning & Development Committee

FROM: M. Hackett, Clerk Administrator

DATE OF MEETING: August 8th, 1989

SUBJECT: Martin & Elizabeth Sonneveld
- Extension of Farm Help House Agreement

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In September, 198⁹, the Council of the Town of Pelham entered into an agreement with Martin and Elizabeth Sonneveld to permit a mobile home to be moved onto their 51 acre property, being Part of Lots 10 and 11, Concession 14. (See attached agreement)

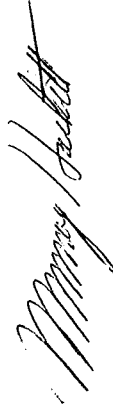
The mobile home was for use as a year round dwelling for the Sonneveld's son and his family who assist Mr. Sonneveld in their full time agricultural operation.

At the time of the agreement, it was understood that Mr. Sonneveld would be retiring from the farming operation within a three year period and that Mr. Sonneveld's son would take over the farming operation, move into the farm house and remove the mobile home from the property.

For a variety of reasons, Mr. Sonneveld does not, at this time, wish to retire and is now requesting the Town to extend the existing agreement for a second three year term.

We are satisfied that the agricultural operation is a full time operation and we would recommend that the Town of Pelham enter into an agreement to permit the farm help house to remain for an additional maximum period of three years commencing with the date of the passing of the by-law to authorize the agreement.

Respectfully submitted,



Murray Hackett
Clerk Administrator

MH:ke

attachment
July 27, 1989

R. R. #3
Welland, Ontario
July 26, 1989

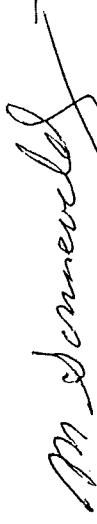
Town of Pelham
Murray Hackett
Fonthill, Ontario

Dear Mr. Hackett:

We request permission to continue the use of the mobile home used as a help house for the next 3 years to assist us, the use in our agricultural farming in the town of Pelham.

We would like to thank you for the use of this in the past and hope you will continue to assist us in the future.

Yours truly,

A handwritten signature in dark ink, appearing to read "M. Sonneveld", with a long horizontal flourish extending to the right.

Martin and Elizabeth
Sonneveld

THIS AGREEMENT made in triplicate this 16th. day of September ,
1986 A.D.

BETWEEN:

MARTIN & ELIZABETH SONNEVELD
of the Town of Pelham, in the
Regional Municipality of Niagara
Hereinafter called the OWNERS
OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF PELHAM
Hereinafter called the TOWN
OF THE SECOND PART.

WHEREAS the Owners represent that they own the land
described in Schedule "A" annexed hereto;

AND WHEREAS the Owners of the First Part have made
application to the Town of Pelham to move a mobile home on the
property described in Schedule "A" hereto to be used as a
permanent dwelling for the party of the First Part's son and his
family who are full time agricultural help on the farm;

AND WHEREAS mobile homes are permitted as seasonal help
houses within the Town on bona fide farms but not as full time
dwellings;

NOW THEREFORE IN CONSIDERATION of mutual covenants and
agreements hereinafter set out, the parties hereto agree as
follows:

(1) THAT the Council of the Town of Pelham have agreed to
permit the mobile home to be used as a temporary full time
dwelling for the Party of the First Part's son and family while
employed on the farm or the expiration of three years, whichever
occurs first.

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THE CORPORATION OF THE
T O W N O F P E L H A M

BY-LAW #1090 (1986)

Being a by-law to authorize the Mayor
& Clerk to enter into an Agreement
with Martin & Elizabeth Sonneveld RE:
Use of Mobile Home as a Full Time Farm
Help House.

WHEREAS the Council of the Corporation of the Town
of Pelham deems it desirable to enter into an agreement with
Martin & Elizabeth Sonneveld with regard to locating a mobile
home on their property as a full time farm help house for a
period of three (3) years for the occupancy of his son and
family;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF PELHAM ENACTS AS FOLLOWS:

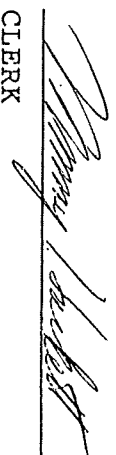
- (1) THAT the Agreement attached hereto and made part
of this by-law between the Corporation of the Town of Pelham and
Martin & Elizabeth Sonneveld be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is
hereby authorized and instructed on behalf of the Corporation of
the Town of Pelham to execute the said Agreement and the Clerk is
hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
15th. DAY OF SEPTEMBER, 1986 A.D.

MAYOR



CLERK



(2) THAT the Owners further agree that at such time as the mobile home is no longer required by his son and family or the expiration of three years, whichever occurs first, to remove said structure from the property.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals or Corporate Seal duly attested to by their proper officers in their behalf.

SIGNED, SEALED AND DELIVERED

- In The Presence Of -

Karen Elliott

(MARTIN & ELIZABETH SONNEVELD
(
(*Martin Sonneveld*
(MARTIN SONNEVELD
(
(*Elizabeth Sonneveld.*
(ELIZABETH SONNEVELD
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(
(THE CORPORATION OF THE
(TOWN OF PELHAM
(
(*ES Bergensfarn*
(MAYOR
(
(*Mary Harkett*
(CLERK
(

S C H E D U L E
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PREMISING that the Northerly limit of said Lots 10 and 11 has an astronomic bearing of N 88°058'40" E, as referred to the West limit of the Township of Pelham, and relating all bearings herein thereto;

BEGINNING at the North-west corner of said Lot 11;

THENCE S 0°23'30" E along the westerly limit of said Lot 3983.69 feet to an iron stake planted in the Southerly limit of the River Road;

THENCE N 88°07'30" E along said Southerly limit 715 feet to an iron bar planted therein at the point of commencement of the parcel to be described;

THENCE N 88°07'30" E continuing along said Southerly limit 379.49 feet to an iron bar planted at a bend therein;

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THENCE S 5°01' W along said fence 190.4 feet more or less to the bank of the Welland River;

THENCE westerly along said bank to the intersection with a line drawn S 0°23'30" E from the point of commencement;

THENCE N 0°23'30" W 142 feet more or less to the point of commencement;

SAID parcel containing by admeasurement 3.21 acres more or less.