

THIS AGREEMENT made in triplicate this 23rd day of June, 1987
A.D.

BETWEEN:

HIGHLAND HOUSE RESTAURANTS LIMITED
Hereinafter called the "Owner",
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM,
Hereinafter called the "Town",
OF THE SECOND PART

1. DEFINITIONS in this Agreement: -

(a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.

(b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "TOWN 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 a restaurant and related facilities in accordance with Schedule "B" attached hereto, being site plans, servicing and grading 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;

con't.....

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) (a) 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.

(b) 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 FACILITIES:

(a) The Owner shall, at their own expense, adequately disperse all surface drainage so as not to cause ponding on the site or an adjacent lands.

(4) SANITARY SEWER:

(a) The Owner shall, at its own expense, construct a sanitary sewer system on the said lands to adequately serve the building located thereon. The Owner undertakes to repair and forever maintain the sanitary sewer system located on the said lands and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.

con't.

(5) HYDRO:

The Owner agrees to be responsible for the cost of maintaining and repairing the existing hydro system located on said lands in perpetuity.

(6) PARKING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, paved asphalt parking areas or such other form of hard surfacing acceptable to the Town capable of accommodating fourteen (14) parking spaces for motor vehicles. One of the said parking spaces shall be designated and signed for the exclusive use of the handicapped. The said hard surfacing shall be completed on or before September 15th, 1987. In the event, that the hard surfacing is not completed by September 15th, 1987, the Town shall request the Liquor Licence Board of Ontario to revoke the dining lounge licence granted to the Owner.

(b) The Owner, at its own expense, shall construct and maintain asphalt paved driveways or such other hard surfacing acceptable to the Town to serve the said parking areas at such locations and in accordance with design and specifications approved by the Ministry of Transportation and Communications.

(c) The Owner shall, at its own expense, adequately light all driveways and parking areas, and such lighting shall be so arranged as to deflect away from adjacent properties.

(d) The Owner shall provide its own road cleaning and snow removal services for all driveways, parking areas, emergency accesses, service entrances, etc., to provide access for fire, police and utility vehicles. And further that no snow or ice shall be deposited on any public lands or streets.

(7) LANDSCAPING:

The Owner shall, at its own expense, adequately landscape, plant and maintain all of the lands not required for building, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved plans as stipulated on Schedule "B" to this agreement.

con't.

(8) WATER SUPPLY:

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

(b) The Owner shall comply with the provisions of the Ontario Water Resources Commission Act, R.S.O. 1970, Chapter 332, any amendments thereto and all regulations thereunder, on all internal water supply services, which Act and Regulations shall be enforced by the Town of Pelham Building Department.

(9) GARBAGE DISPOSAL:

(a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse in accordance with the requirements and to the satisfaction of the Town of Pelham and in accordance with the Town's Policy for all other developments of similar size and nature and in the event of failure to do so, the Town, its servants or agents shall have the right to enter on the said lands and, at the expense of the Owner, do such collection and disposal and further shall have the right to recover the costs thereof by action or in a like manner as municipal taxes.

(b) The Owner shall, when and if required by the Town of Pelham, provide a sufficient number of enclosed metal garbage containers for waste generated within the development, in a location or locations approved by the Town. Every effort shall be made to shield the containers from the view of the adjacent property owners and/or the passing public.

(10) SIGNS:

The Owner agrees that all signage on the lands described in Schedule "A" shall be of the type and in the locations as shown on Schedule "B".

(11) 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.

con't.

(12) 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.

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

(14) 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.

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

E.S. Bergenstein
MAYOR

M. Hest
CLERK

HIGHLAND HOUSE RESTAURANTS LIMITED

Eric Berg
GENERAL MANAGER

S C H E D U L E

" A "

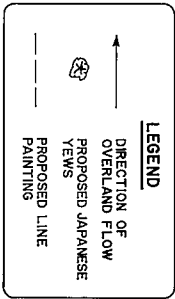
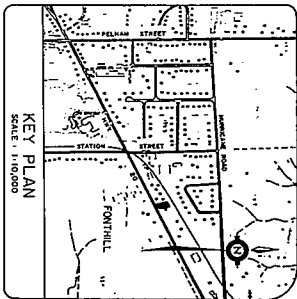
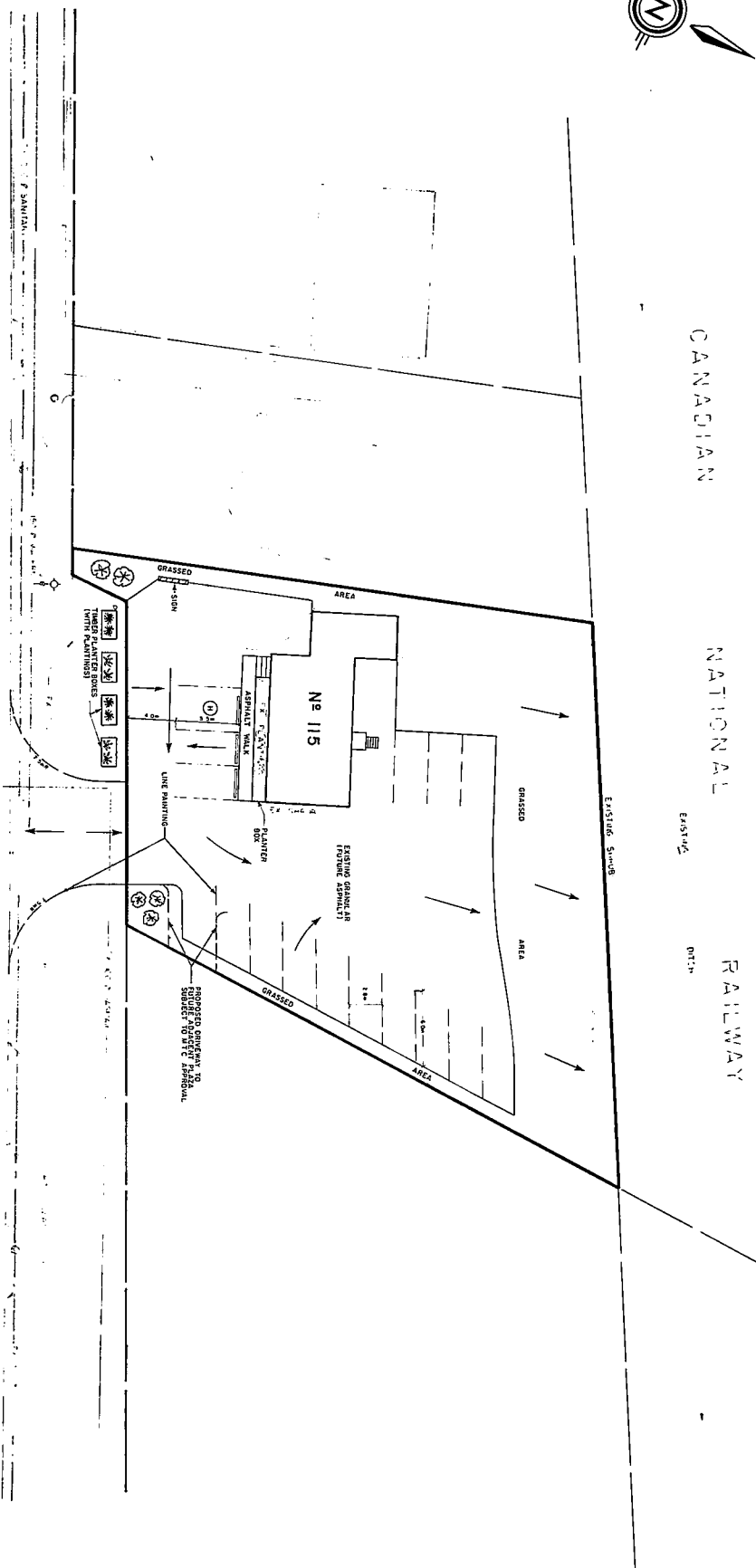
DESCRIPTION

Those lands and premises located in the following municipality, namely, in the Town of Pelham, in the Regional Municipality of Niagara, (formerly in the Village of Fonthill, in the County of Welland) and being composed of Part of Lot number 2, Plan number 25, now known as Plan 717, on the north side of Canboro Road, and, also being composed of part of Lot 167, in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Township of Thorold, in the County of Welland and being more particularly described as follows:

COMMENCING at a point in the north limit of Canboro Road, distant easterly thereon seven hundred and ten (710') feet from the east limit of the road between Lots 167 and 168 for the Township of Thorold, said point being, also the south-east corner of lands conveyed to one Robert L. Stern by deed dated the first of March, 1948 and registered as number 1644 for the Village of Fonthill; THENCE North 63 degrees 5 minutes East along the said north limit, one hundred and five (105') feet to a point, said point being, also, the south-east corner of lands conveyed to David and Stella Quellette, by deed dated April 9th, 1946, and registered as number 1434 for the Village of Fonthill; THENCE North 6 degrees 14 minutes East along the east limit of said Quellette's lands, one hundred and sixty-seven (167') feet to a point in the south limit of the right-of-way of the Niagara, St. Catharines and Toronto Railway; THENCE South 59 degrees 50 minutes West along the said south limit, one hundred and sixty-one feet three and one half inches (161' 3 1/2") to the north-east corner of Stern's lands; THENCE South 19 degrees East along the east limit of Stern's lands, one hundred and forty-three feet three and one half inches (143' 3 1/2") to the place of beginning.

'HIGHLAND HOUSE'
PELHAM, ONTARIO

THE KING'S HIGHWAY № 20



NOTE:
LOCATION OF SIGN AND LANDSCAPING
ABOUTING HIGHWAY № 20 SUBJECT
TO M.T.C. APPROVAL

SCALE:
1:200 (METRIC)

DATE:
JUNE 19, 1987

OWNER:
RENE LAVIOLETTE
Woodstream Boulevard
Pelham, Ontario

PROJECT NAME:
HIGHLAND HOUSE

UPPER CANADA CONSULTANTS
Planners - Engineers
94 Church Street
St. Catharines, Ontario
L2R 3C3 416-326-2400

DRAWING TITLE:
SITE PLAN

DRAWING №:
5100-S.P.1