ORPORATION OF THE Town 0f Pelham

Pursuant to the request of our customer, Leonard ≅. Lucas

we the undersigned The Toronto-Dominion Bank hereby establish an irrevocable Letter of Credit in your favour in the total amount of Five Thousand which may be drawn on by you to the extent

required for the proper completion by the agreement as per schedule "A" attached. obligation to remove buildings

Drawings under this Letter of Credit shall be in the form of a written demand for payment made by The Corporation

of the Town O H Pelham

The amount of this Credit shall be reduced from time to time as advised by notice in writing given

to the undersigned from time to time by The Corporation of the Town 0f Pelham

It is understood that this obligation is between The Toronto-Dominion Bank and The Corporation

and any notice referred

Town Of Pelham

to in the preceding paragraph shall not be used for any other purpose than herein set forth.

This Letter of Credit will continue for a period of 12 months

and will

19 . Ω

expire on the

 $^{\omega}_{\perp}$

day of

December

THE TORONTO-DOMINION BANK

ELLAND, ONTARIO L3B 3L1 Manager

D

Easton

TO THE CONTRACT OF THE PROPERTY

December 9/88.

Town of Pelham Aton: Jack Bernardi

PE: Lenard W. Lucas-Letter of Credit \$5,000.00 issued Jan. 15/88, expiring Dec. 31/88.

Dear Sir:

In response to your recent request we would advise that the Bank will honour its obligation under the letter of credit up to and including Jan. 3/89. We trust this clarifies the expiry date that falls on a holiday.

R.B. Easton

Yours Trydy,

Manager

Vv= 573 Ontario 13원 3.1

19-11 Tone No 732-6131

December 9/88.

Town of Pelham Attn: Jack Bernardi

RE: Lenard W. Lucas-Letter of Credit \$5,000.00 issued Jan. 15/88, expiring Dec. 31/88.

Dear Sir:

In response to your recent request we would advise that the Bank will honour its obligation under the letter of credit up to and including Jan. 3/89. We trust this clarifies the expiry date that falls on a holiday.

R.B. Easton

Yours

Manager

How I would be here here here

THIS AGREEMENT MADE IN TRIPLICATE THIS 167% DAY OF NOVEMBER, 1987

BETWEEN:

LENARD W. LUCAS and 527922 ONTARIO 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.

lands; Committee attached hereto and has consent to two (2) severances affecting the said lands in WHEREAS 0f the the the Regional Town Owner of Pelham, purports applied to the Land Division Municipality described in to þе the of Owner Schedule Niagara

be removed. granting which straddle new lot lines created by the severances AND Division its WHEREAS, Committee h consents that has request all imposed a existing of the condition Town, buildings the

agreement their present later AND than December 6, WHEREAS the Owner requiring locations the said buildings for a 1988. has entered period of time expiring to remain into р lease

money in. r. Parties hereto mutually covenant and agree as follows: (the consideration consideration of benefit of the Town have been complied receipt certification THEREFORE Canada whereof 0 now that the THIS the paid is hereby Town delivering sum of the AGREEMENT Уď conditions the Two acknowledged), Owner Dollars WITNESSETH to the imposed with, of Lawful the Owner that and

and RE: Municipality addressed to the Owner, execute file The condition in Notice Town number the the ΟĦ number shall, 0f form B549/87 have been Land Division Committee of the Niagara, Decision RE: in and deliver to the forthwith upon execution 2. common in that the use satisfied. condition file Notice for number Owner a certisuch Of. number Regional Decision purpose, hereof

- npon of. the registered mail to the Owner at his December the address. lot buildings The the agreement removal, lines Owner 31, said lands 1988. as may shall remove the buildings which straddle created by the the npon Town Ιf seven be necessary to give and demolish the shall (7) Owner severances on or before эd days should default entitled such portions last known place prior notice effect to enter Уď to
- npon ij of. Dollars like manner set out credit the his эd As the said deposit the incurred by the 'n. security obligations amount issued by Treasurer in paragraph 2 above, may be the and മട lands and may be collected by the Town form of cash or of Five for taxes. any excess a Chartered Bank. All costs of herein, the due performance Town the Thousand--(\$5,000.00)--xx/100 Town the in costs the ք Owner b shall be negotiable event security charged against shall by the of ք default deposit deposit charge letter which Owner
- assigns. heirs, the benefit executors, agreement of the shall administrators, Parties hereto, Эd binding their successors noqu and respective enure

this IN WITNESS agreement 1 Уď WHEREOF the Parties hereto by affixing their hands and have e executed

SIGNED, SI DELIVERED in the pre presence of SEALED AND 527922 THE CORPORATION OF TOWN OF PELHAM
PER: 5 > > (President) (Lenard W. (Clerk (Mayor ONTARIO LIMITED Lucas THE

SCHEDULE "A"

Lot, and according particularly according South as Plan 59R-5532 Registry Fonthill, Fonthill, according Town of of land Beatty (formerly (formerly South of Nicholls Lot, Lots and being ALL Lots Part and Pelham, in the Regional Municipality of and AND Office to now to composed of Walnut now known ω † 0 Broad of Lot premises described and Pratt SINGULAR ա Registered Ū. known for the Reference 4 Lane) Street) D'Everardo's ω North Lots North Side of East Canboro മട situate, those ខ្លួ Parts ຄຸ Nicholl's Registry Off. Plan 25 Plan Plan deposited (formerly Plan Clark and Parts Clark certain parcels 1 and 2 North of of Lots 1,2, 716 lying and being in the Unregistered 717 for 1, Division of Lot, Lot and Chestnut and 2, the Barnhardt and Lots Nicholl's in the Land ω Village being and 4, 5, 3, Parts Barnhardt Plan Niagara, Niagara Street) Street, and 4 and tract Lots more O 0 f

1988 THIS A.D. AGREEMENT MADE IN TRIPLICATE THIS 19th. DAY OH H DECEMBER,

BETWEEN:

LENARD W. LUCAS AND

527922 ONTARIO 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.

severances affecting the said lands; Regional Municipality of hereto and has lands in the Town of Pelham, WHEREAS applied to the Owner Niagara the Land Division described in Schedule "A" purports for ţ consent be the Committee of ф 0 Owner of two attached the (2) the

lines created by the severances be removed; consents Division that Committee AND WHEREAS, all has existing buildings at the imposed a request condition which straddle 0 H the ui, Town, granting the new Land lot its

December present agreement locations 6, 1988; requiring AND WHEREAS for the a period of the said Owner buildings time expiring no later has entered t 0 remain into ut i ω their lease than

the Owner to the certification consideration Parties hereto Town have Two MOM Dollars of Town (the that been 0 H THEREFORE the mutually covenant the complied with, Lawful Money of Canada now paid by receipt whereof is conditions Town THIS delivering AGREEMENT imposed for and in consideration and agree as hereby WITNESSETH t 0 the the acknowledged), follows: Owner benefit that O Fh the the o its O F in

prant an expension to the Doc. 3 Let 1888 do to he town to possession to the Doc. 3 Let 1888 do to the town of the Doc. 3 Let 1887 agreement.

Se to to

- Decision RE: Division the (1) form in common Owner, condition B548/87 Committee of execute The Town shall file number B549/87 have been satisfied. number 1. in the and use and deliver condition the for such purpose, Regional Municipality forthwith upon execution hereof to number Notice the Owner a certificate, ν. of addressed 'n. Decision RE: the 0 H to Notice the Niagara, Land file 0f ų, Уd
- address. by registered demolish such Town shall be the (2) lot lines effect 1989. to The portions If the mail to this created by entitled Owner shall remove the buildings agreement upon Owner Off the Owner to the the should default enter buildings as may be necessary severances on a t seven noqu his (7) days prior last the in such removal, or before said known place which lands straddle notice January and the Of f
- S deposit costs his negotiable Thousand Treasurer (3) ಽ೧୯ obligations and may be collected by the Town in like manner as which may be incurred by the Town out and any о Њ Dollars in paragraph letter of As the Town a security for excess herein, (\$5,000.00) in credit costs (2) security deposit the the due performance by above, issued by a Chartered shall be Owner may be charged the shall മ in the form in the charge upon the deposit event of default 0 H amount of against the cash Bank. with Owner taxes. or said such Five 0 H
- executors, administrators, benefit (4) 0f This agreement the Parties shall be binding successors hereto, and assigns. their upon and respective enure to the heirs,

agreement WITNESS Λq affixing WHEREOF their the Parties hands and hereto seals have executed this

SIGNED, SEALED & DELIVERED - In The Presence Of -	(THE CORPORATION OF THE TOWN (PER: (MAYOR
	(MAYOR
	(CLERK (
Witness	(LENARD W. LUCAS
	(527922 ONTARIO LIMITED (PER:
	((DREGIDENT)

SCHEDULE "A"

Division described as Parts of Fonthill, Nicholl's Lot Parts Chestnut Broad Street) Fonthill, now Street, Lots 4, and 2 premises, situate, ALL AND SINGULAR Regional deposited North of of Lots **5**1 according to D. of Niagara Street) according to Registered Plan 25 now known Clark Municipality known as ۲, and Parts of 7 Barnhardt Lot, in the and Part 2, 3, those certain 1, lying South as and Barnhardt 2, 3, Land a S Plan 716 4 and being Plan 717 D'Everardo's of Lot 3 and 5 South Of. Registry Plan 59R-5532. 4. Beatty Lots Niagara, and 5 parcels and tract and Nicholl's Lot Lots (formerly Walnut and being more ω and North Side of East Canboro in the Town and 4 North of Clark according to Office of Nicholls and being Pratt Unregistered for Lots OĦ. O fi the particularly the ρ composed Lot, Lots of land Reference (formerly (formerly Plan Lane) Lot, and of