

THIS INDENTURE made in triplicate this 5th day of APRIL 1974 A.D.
BETWEEN:

STEED AND EVANS LIMITED,

Hereinafter called the "Party" of the FIRST PART,

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Party" 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" shall mean 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 party of the first part has applied to Council to use the land and buildings as set out in Schedule "A" and "B" being the land description and the site plan, for the purpose of fishing the pond situated on the property as indicated,

AND WHEREAS the party of the first part authorizes Mr. R. Johnston to act on its behalf as indicated in Schedule "C",

AND WHEREAS Council has agreed to permit the said proposal subject to certain terms and conditions,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar 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 party of the first part agrees:
 - (a) to provide parking on the owners property for fifteen (15) vehicles
 - (b) to make any and all necessary effort to assure that vehicles relating to or from the fishing operations are kept from parking on any property belonging to the Corporation of the Town of Pelham and used for vehicular traffic, other than under normal conditions
 - (c) to provide and maintain an adequate walkway on the owners property that extends from the parking area to the fishing area
 - (d) to make any and all necessary effort to assure that pedestrian traffic relating to or from the fishing operation are kept from any property belonging to

- the Corporation of the Town of Pelham and used for vehicular traffic, other than under normal conditions
- (e) to supply and maintain the necessary sanitary disposal unit prior to and from the date of commencing business to the written satisfaction of the Regional Niagara Health Unit
 - (f) to provide adequate collection and disposal of garbage and sanitary refuse to the satisfaction of the Town
 - (g) to operate the business only between the hours of 9:00 a.m. and 9:00 p.m.
 - (h) that the Town is free from any liability resulting from a claim for damage and/or loss of life that pertains to this property and operation
 - (i) that a deposit of \$25.00 be left with the Town upon the signing of this agreement for the purpose of contributing to any business tax assessment that results from this business
 - (j) that any signs erected and indicating in any manner the said development, are not in any way obstructing the view of motorists, or creating an annoyance to residents in the area, or are in contravention to any policy of the Town, and that before any sign is erected, the Town be notified and approval is granted by the Building Inspector
 - (k) that the party of the second part may terminate this agreement upon three months written notice to the party of the first part
 - (l) that the party of the second part will terminate this agreement at the time of exactly one year from the signing of this agreement unless previously terminated by either party

(2) The party of the second part agrees:

- (a) that the party of the first part may terminate this agreement upon three months notice to the Town.

IN WITNESS WHEREOF the Party of the First Part hereunto set his hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

THE CORPORATION OF THE TOWN
OF PELHAM


MAYOR


CLERK

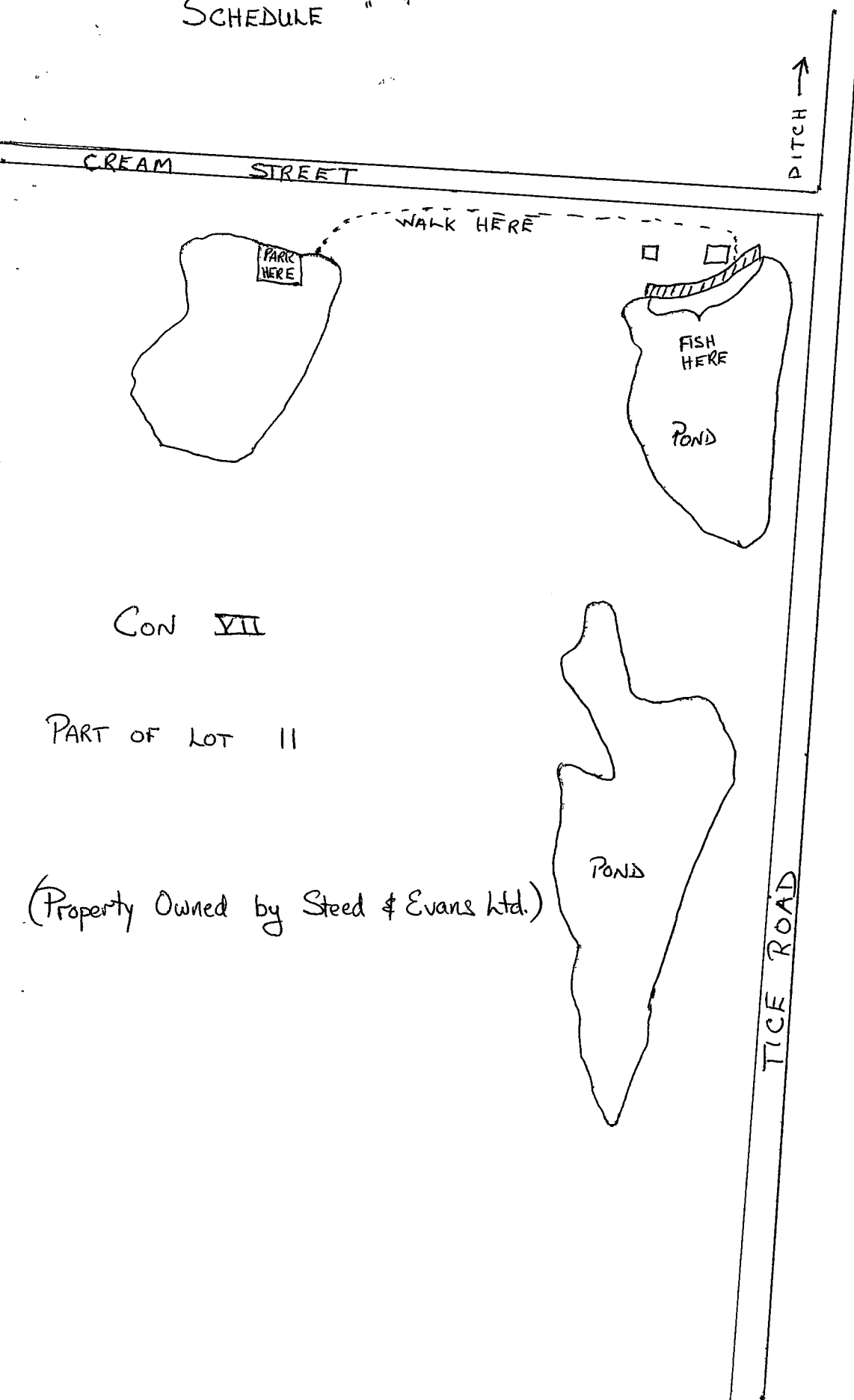

STEED AND EVANS LIMITED

S C H E D U L E "A"

Land Location

Being land located in Part of Lot 11, Concession VII located on the south side of Tice Road, and the east side of Cream Street in the former Township of Pelham, now in the Town of Pelham.

SCHEDULE



CON VII

PART OF LOT 11

(Property Owned by Steed & Evans Ltd.)

AERIAL VIEW



SCHEDULE "C"

HEAD OFFICE:
P.O. Box 46
Heidelberg, Ontario
519-699-4646-8

STEED AND EVANS LIMITED

MATERIALS DIVISION
ONTARIO

PIT LOCATIONS:
Heidelberg, Ontario
519-699-4646-8
Fenwick, Ontario
416-892-2647
Preston, Ontario
519-653-9498

April 1, 1974.

Members of the Council,
Town of Pelham.

Gentlemen:

We have made adequate and complete arrangements for proper parking and sanitation facilities.

The area involved will be properly supervised and policed so that people will not be allowed to park or walk on the road at any time.

Approval by council to open April 6th would be appreciated.

Yours truly,

STEED AND EVANS LIMITED
MATERIALS DIVISON

Per:

Name:

W.M. Waite

Position:

General Manager



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Heidelberg, Ontario
519-699-4646-8

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MATERIALS DIVISION
ONTARIO

PIT LOCATIONS:
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Fenwick, Ontario
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Preston, Ontario
519-653-9498

March 26, 1974.

To Whom It May Concern:

This authorizes Mr. R.G. Johnston
to represent Steed and Evans Limited in all
matters pertaining to the trout ponds and/or
the hatchery located on Steed and Evans property
at the corner of Cream Street and Tice Road.

Authorized by: W.M. Waites
General Manager

Signed

W.M. Waites

Per
