

THIS AGREEMENT made in triplicate this 4th day of November
1974 A.D.

BETWEEN: GEORGE & RITA SAYLOR,

Hereinafter called the "Owners"
of the FIRST PART

- and -

ARMSTRONG COMMUNICATIONS LIMITED,

Hereinafter called the "Party"
of the SECOND PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town"
of the THIRD 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 Engineer shall mean the Engineer of the Corporation of the Town of Pelham.
- (d) Treasurer shall mean the Treasurer of the Corporation of the Town of Pelham.
- (e) Minister shall mean the Minister of Treasury, Economics and Intergovernmental Affairs.

2. WHEREAS the Party of the Second Part has leased the property from the owners of the lands in the Town described in Schedule "A", and as indicated in Schedule "B" both of which are attached hereto.

AND WHEREAS the Party of the Second Part is desirous of erecting on the said lands a communications tower and building to house equipment relating to the tower in accordance with Schedule "C" attached hereto being plot plans filed in the office of the Town Engineer.

AND WHEREAS the Party of the Second Part has received approval for the tower from the Department of Transportation & Communications as indicated in Schedule "D" attached hereto.

AND WHEREAS the Town has agreed to permit the said development 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 Party of the Second Part to the Town, the receipt whereof is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:

(1) PARKING:

(a) The Party of the Second Part shall provide and at all times maintain on the said lands parking areas or structures capable of accommodating not less than 2 parking spaces for motor vehicles.

(b) The Party of the Second Part shall, at its own expense, construct and maintain adequate driveways to serve the said parking areas at such locations and in accordance with specifications approved by the Town Engineer.

(c) The Party of the Second Part shall, at its own expense, adequately light all driveways and parking areas, such lighting to be in accordance with specifications and a design approved by the Town Engineer.

(2) GRADING AND LANDSCAPING:

(a) The Party of the Second Part shall, at its own expense, grade the said lands in accordance with the requirements of the Town Engineer and in such a manner as to prevent ponding on the said lands and on lands adjacent thereto.

(b) The Party of the Second Part shall, at its own expense, and in accordance with plans on file in the office of the Town Engineer, adequately landscape, plant and maintain all the lands described in Schedule "C" attached hereto not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development, and screen the building to the satisfaction of Council.

(3) GARBAGE DISPOSAL:

(a) The Party of the Second Part 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 Engineer, and in the event of the failure to do so, the Town, its servants or agents shall have the right to enter on the said land and, at the expense of the Party of the Second Part, do such collections, etc. and further shall have the right to recover the cost thereof by action or in like manner as municipal business taxes. The Party of the Second Part shall, in addition, provide properly screened storage space for garbage in a location designated by the Town Engineer and such enclosed storage space shall be of a design approved by the Town Engineer.

(4) BUILDING AND SERVICES:

(a) The Party of the Second Part shall construct, and the Town shall permit the construction of a tower and building upon receipt of a building permit from the Town on the lands described in Schedule "A", in accordance with Schedule "C" attached hereto and plans filed in the office of the Town Engineer and signed by the Parties hereto. Such plans shall comply with all building and zoning requirements of the Town. Without limiting the generality of the foregoing, the material used in the exterior finish of the building shall be approved by the Building Inspector.

(5) DEPOSIT:

(a) The Party of the Second Part shall pay the Town the sum of \$1.00 for this development for the purpose of rezoning the property as described in Schedule "A".

(6) ZONING:

(a) The Party of the Second Part agrees that the lands described in Schedule "A" will be zoned light industrial antenna zone in the Zoning By-law for the Town. The Owner and the Party of the Second Part, in addition, agrees, that in the event of problems being encountered with the rezoning of the lands as described in Schedule "A", no liability whatsoever shall attach to the Town.

(7) GENERAL:

(a) The Party of the Second Part agrees that the final building plans will be certified by a Professional Engineer or Architect, and that all construction shall be carried out under the direction and control of such Engineer or Architect.

(b) The Party of the Second Part shall at all times indemnify and save harmless the Town of and from all losses, costs, damages, and injuries which the Town may suffer, be at or be put to for or by reason of or on account of the construction, maintenance or existence of any work done by the Party of the Second Part, its contractors, servants or agents on the lands described in Schedule "A".

(c) In the event of the failure of the Owners and/or Party of the Second Part to carry out any of the provisions of this Agreement, then the Town, its servants or agents shall, on fifteen (15) days' notice in writing of its intention, and forthwith in cases of emergency, have the right to enter on the said land and, at the expense of the Party of the Second Part, do any such work as contained herein, and further shall have the right to recover the cost thereof by action or in like manner as business taxes.

(d) The Party of the Second Part shall at all times keep posted in the building or otherwise prominently displayed, a notice indicating the ownership of the said building, a mailing address and a telephone number of a person having authority to deal with all matters relating to the said buildings.

(e) The Owners shall not call into question directly or indirectly in any proceedings 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 Owners in any such proceedings.

(f) Notwithstanding any of the provisions of this Agreement, the Owners and Party of the Second Part shall be subject to all of the by-laws of the Town.

(g) The covenants, agreements, conditions and understandings herein contained on the part of the Party of the Second Part shall run with the land and shall be binding upon it and upon its successors and assigns as tenants and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Corporation of the Town of Pelham.

(h) The Party of the Second Part agrees that it shall, upon the termination of the lease and/or transfer of the lands described in Schedule "A" annexed hereto, or any part of 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 to 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.

IT WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals under hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
- In the Presence of -

GEORGE & RITA SAYLOR

Rita Saylor

George Saylor

ARMSTRONG COMMUNICATIONS LIMITED

[Signature]

THE CORPORATION OF THE TOWN OF
PELHAM

[Signature]
MAYOR

[Signature]
CLERK

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, being composed of Part of Lot 5, Concession 6 formerly in the Township of Pelham, now in the said Town, containing an area of 0.918 acres be the same, more or less and which said parcel or tract of land is more particularly described as follows:

COMMENCING at a point in the southerly limit of Lot 5, Concession 6 which is distant 1068.46 feet measured easterly thereon from the south-westerly angle of the said lot;

THENCE continuing easterly along the southerly limit of Lot 5, being also along the northerly limit of Tice Road, 200 feet to a point;

THENCE northerly perpendicular to the last mentioned limit, 200 feet to a point;

THENCE westerly parallel with the southerly limit of Lot 5, 200 feet to a point;

THENCE southerly in a straight line, 200 feet to the place of commencement.