

THIS AGREEMENT made in triplicate this 24th day of June 1974.
BETWEEN:

NEW ENGLAND SLATE LIMITED
Hereinafter called the "Purported Owner",

of the FIRST PART.

P.E. TREGUNNO

Hereinafter called the "Present Owner"

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 the Treasury, Economics and Intergovernmental Affairs.

2. WHEREAS the Party of the First Part intends to purchase the land from the Party of the Second Part who presently is the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Party of the First Part is desirous of conducting a slate manufacturing operation in accordance with Schedule "B" attached hereto being plot plans filed in the office of the Town Engineer;

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 First Part to the Town (the receipt whereof is hereby acknowledged) the Parties hereto mutually covenant and agree as follows:

(1) STORM SEWERS:

- (a) The Party of the First Part shall, at its own expense, construct a storm sewer system and outlet to adequately serve the development proposed on the lands described in Schedule "A", such construction to be in accordance with specifications and a design approved by the Town Engineer and in accordance with a plan to be filed in the office of the Town Engineer and signed by the Parties hereto, and the Party of the First Part agrees to undertake to repair and maintain the storm sewer system located on the lands described in Schedule "A"

(b) The Party of the First Part shall, at its own expense, carry out watercourse improvements in accordance with the requirements of the Town Engineer from time to time.

(2) PARKING:

(a) The Party of the First Part shall provide and at all times maintain on the said lands, parking areas or structures capable of accommodating 11 parking spaces for motor vehicles.

(b) The Party of the First Part shall, at its own expense, construct and maintain 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 First 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 and in accordance with a plan filed in the office of the Town Engineer and signed by the Parties hereto.

(d) The Party of the First Part shall, at its own expense, fence and/or plant with shrubs the perimeter of all open parking areas so as to effectively screen such areas from view from adjacent lands or highways. *and only other areas deemed necessary*

(e) That before any operation connected with the business commences, there shall be available for use in connection therewith the parking area required herein.

(3) CONDITION OF PROPERTY:

(a) The Party of the First Part shall keep in a constant state of cleanliness and orderliness, the lands described in Schedule "A", whereby the Building Inspector of the Town of Pelham shall have authority to deem the land clean and orderly, seeing that no garbage, debris, stone, wood, etc. shall wilfully be deposited outside of the buildings. If, in the opinion of the Building Inspector, the property is not kept in an orderly manner, then the Party of the First Part, at its expense, shall put the property in such a condition as to satisfy the Building Inspector.

(b) The Party of the First Part shall repair and renovate the existing buildings to the satisfaction of the Building Inspector. Further, the Party of the First Part agrees to paint the existing buildings a colour that blends with the environment.

(4) BUILDINGS:

(a) Where the Party of the First Part deems it necessary to construct, reconstruct, or renovate any buildings in addition to the present existing buildings, the Town shall permit the construction, re-construction or renovation of buildings, subject to the issuance of a building permit, providing such building complies to 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) SIGNS:

(a) The Party of the First Part shall be required to obtain written approval from the Building Inspector of the Town of Pelham prior to the erection of signs, billboards or posters on the property described in Schedule "A". Further, the Party of the First Part agrees to obtain approval from the Region of Niagara as well, prior to the erection of signs, billboards or posters on said property.

(6) GRADING AND LANDSCAPING:

(a) The Party of the First 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 First 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 of the lands described in Schedule "B" 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.

(7) GARBAGE DISPOSAL:

(a) The Party of the First 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 lands and, at the expense of the Party of the First Part, do such collections, etc. and further shall have the right to recover the cost thereof by action or in like manner as municipal taxes. The Party of the First 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.

(8) WATER DRAINAGE:

(a) The Party of the First Part at its own expense shall construct and install an adequate water disposal drain to handle the water runoff from the manufacturing operation so as to ensure that at no time does any sediment or unnatural materials empty into the natural water course. In this regard, the Party of the First Part shall agree to periodic inspections by the Ministry of the Environment or similar governmental body regulating the controls and uses of natural water courses.

(9) ROAD WIDENING:

(a) The Party of the First Part shall dedicate to the Town road widening as required below: Nil

(10) PROTECTION OF RURAL ENVIRONMENT:

(a) The Party of the First Part, recognizing the property to be in a rural environment of the Town of Pelham, agrees to make any, and all, attempts to maintain such a rural environment in the operation of the business.

(11) GENERAL:

(a) The Party of the First Part will 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 First Part, its contractors, servants or agents on the lands described in Schedule "A", and such indemnity shall constitute a first lien and charge on the said lands.

(b) In the event of the failure of the Party of the First 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 First 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 taxes.

(c) The Party of the First 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 the telephone number of a person having authority to deal with all matters relating to the said buildings.

(d) The Party of the First Part 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 Party of the First Part in any such proceedings.

(e) Notwithstanding any of the provisions of this Agreement, the Party of the First Part shall be subject to all of the by-laws of the Town.

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

(g) The Party of the First Part agrees that it shall, upon the sale and transfer by it of the lands described in Schedule "A" annexed hereto, 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 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 Party of the First Part and any such purchaser or transferee.

(h) This agreement shall be null and void unless the agreement of purchase and sale made between P. E. Tregunno as vendor and the New England Slate Limited as purchaser is successfully completed within 60 days from the making of this Agreement.

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

SIGNED, SEALED AND DELIVERED

- In the presence of -

Paul Kohler
NEW ENGLAND SLATE LIMITED

P. E. TREGUNNO

THE CORPORATION OF THE TOWN
OF PELHAM

MAYOR

) CLERK

SCHEDULE "A"

FIRSTLY -

In the Township of Pelham, in the County of Welland, and being composed of Part of Lot No. 6, Concession 5 of the said Township, more particularly described as follows:

COMMENCING at the southeast angle of said Lot No. 6,
THENCE west along the south limit of said lot, 150 feet more or less to the southeast angle of lands in said lot now owned by the grantor;

THENCE north along the east limit of said grantor's land 210 feet;

THENCE east and parallel with the south limit of said lot, 150 feet to the east limit of said lot;

THENCE south along said east limit, 210 feet to the place of beginning.

SECONDLY -

In the Township of Pelham, in the County of Welland and being Part of Lot No. 6, in the Fifth Concession of the said Township of Pelham described as follows:

COMMENCING at a point in the southerly limit of Lot No. 6, distant 150 feet from the southeast angle of said lot;

THENCE northerly and parallel to the easterly limit of said lot 240 feet;

THENCE westerly and parallel to the southerly limit of said lot 363 feet;

THENCE southerly and parallel to the easterly limit of said lot, 240 feet to the south limit of said lot;

THENCE easterly along the southerly limit of said Lot, 363 feet more or less to the place of beginning.

THIRDLY -

In the Township of Pelham, in the County of Welland and being composed of Part of Lot 6 in the Fifth Concession more particularly described as follows:

COMMENCING at the point in the easterly limit of said Lot 6, which point is 210 feet northerly from the southeast angle of said Lot 6;

THENCE westerly and parallel to the southerly limit of said lot, 150 feet;

THENCE northerly and parallel with the easterly limit of said lot 30 feet;

THENCE easterly and parallel with the southerly limit of said lot, 150 feet to the easterly limit of said lot;

THENCE southerly along the easterly limit of said Lot, 30 feet to the place of beginning.

SAVE AND EXCEPT -

In the Township of Pelham, in the County of Welland which may be described as follows:

Being composed of Part of Lot 5 and Part of Lot 6 in the Fifth Concession;

COMMENCING at a point on the south limit of Lot 6 distant westerly one foot from the southeast angle of said Lot 6;

THENCE north 2 degrees 14 minutes west, 698.5 feet more or less to the southerly limit of the Ontario Hydro Commission land;

THENCE easterly 6.7 feet more or less to the westerly limit of given road running northerly in said Lots 5 and 6 across the said Concession;

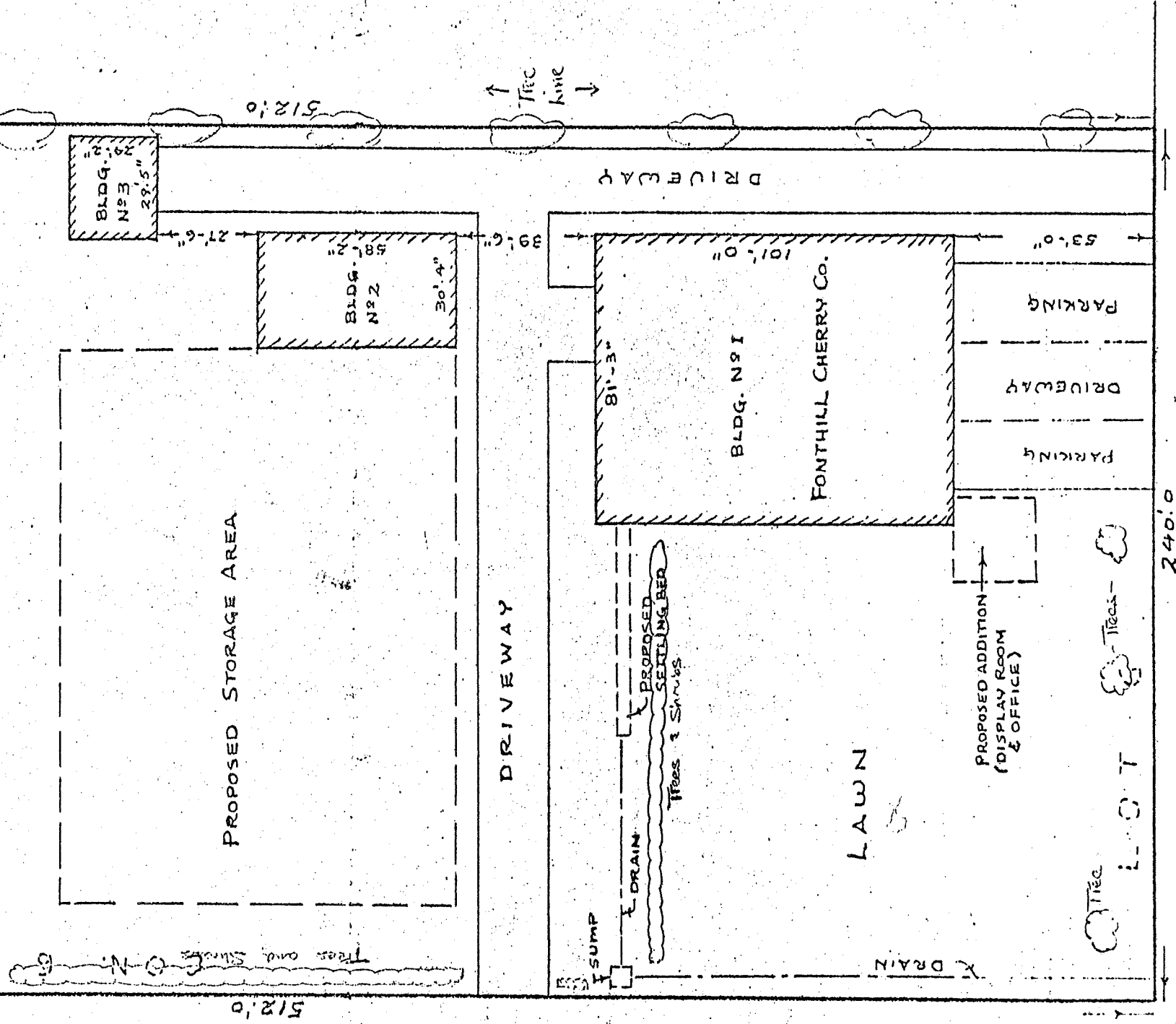
THENCE southerly along the westerly limit of said given road 698.5 feet more or less to the south limit of said Lot 5;

THENCE westerly along the south limits of Lots 5 & 6 a distance of seven feet more or less to the place of beginning.

PLAN OF PART OF LOT 6, CONCESSION 5
TOWNSHIP OF PELHAM

SCALE : 1 IN. = 40 FT.
MAY 30, 1974

PROPERTY OF
FONTHILL CHERRY COMPANY



EFFINGHAM ROAD (ROAD ALLOWANCE)