

THIS AGREEMENT made in triplicate this 1st. day of December, 1975 ^{ADP}
BETWEEN: ⁽⁰¹⁷¹²¹⁰⁾ ~~2~~ TERRAPLAN BUILDERS INCORPORATED,

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 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.

2. WHEREAS the Owner purports to be the Owner of the lands in the Town described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of constructing on the said lands, an eighteen (18) unit townhouse development, in accordance with Schedule "B" attached hereto, being a plot plan filed in the Office of the Town Building Inspector;

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 Owner to the Town, the receipt whereof is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:

(1) STORM SEWERS:

(a) The Owner 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" and as shown on Schedule "C", being engineering drawings for the development. Such construction shall 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 Owners undertake to repair and maintain the storm sewer system located on the lands described in Schedule "A". The Owner further agrees to carry out watercourse improvements from time to time, to assure proper storm drainage relief on the said lands.

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(2) SANITARY SEWERS:

The Owner shall, at its own expense, construct a sanitary sewer system on the said lands, to adequately serve each unit located thereon, totalling eighteen (18) units, such construction to be in accordance with specifications and a design approved by the Town Engineer. Further, the Owner shall undertake to repair and maintain the sanitary sewer system located on the lands described in Schedule "A" and as shown on Schedule "C", and without limiting the generality of the foregoing, no storm, surface, or roof water shall be discharged into the sanitary sewer system.

(3) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, parking areas or structures capable of accommodating not less than twenty-three (23) parking spaces for motor vehicles, in addition to one (1) space in a garage for each dwelling unit.

(b) The Owner shall, at its own expense, construct and maintain drive-ways to serve the said parking areas at such locations as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.

(4) GRADING AND LANDSCAPING:

(a) The Owner 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 Owner shall, at its own expense, and in accordance with plans on file in the Office of the Town, maintain existing vegetation on the lot, and adequately landscape, plant and maintain all 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. The Owner further agrees to maintain the existing oak tree at the northeast corner of the property.

(5) 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 Building Inspector. 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 Owner, do such collection, etc. and further shall have the right to recover the cost thereof by action, or in like manner as municipal taxes.

(b) The Owner shall, in addition, provide storage space for garbage, at the location shown on Schedule "B" and entirely screened by a six foot (6') high solid wood fence, or facsimile approved by the Town Building Inspector.

(6) WATER:

(a) The Owner shall, at its own expense, construct and install under the supervision of the Town Works Superintendent, all necessary connections to watermains, and all internal water supply services necessary to adequately serve each unit located on the said lands, and as shown on Schedule "C",

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such construction to be in accordance with the requirements of and with specifications and a design approved by the Town Engineer.

(b) The Owner shall comply with the Ontario Water Resources Commission Act (1970) and regulations made thereunder, on all internal water supply services which shall be enforced by the Plumbing Inspector.

(7) STORAGE:

(a) The Owner agrees to include a covenant in all the deeds that runs with the land prohibiting the outside storage of any articles or materials, on the said lands described in Schedule "A".

(8) FENCING:

(a) The Owner agrees to construct a six foot (6') high chain link fence along the entire easterly boundary of the said lands.

(b) The Owner further agrees to construct a chain link fence around the perimeter of the tot-lot, located in the northeast sector of the property, as shown on Schedule "B".

(9) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Treasurer, a sum in the amount of Three Thousand, Six Hundred Dollars (\$3,600.00) for the purpose of expanding and renewing services in the Town.

(10) CONTRIBUTION FOR PUBLIC PURPOSES:

The Owner shall pay the Treasurer, a sum in the amount of Two Thousand, Seven Hundred, Fifty Dollars (\$2,750.00) equalling 5% of the agreed current market value, for the expansion of public purposes in the Town.

(11) SIDEWALKS:

(a) The Owner agrees to construct a four foot (4') wide concrete sidewalk along the entire southerly boundary of the property as shown on Schedule "B", with such construction to be in accordance with a design and specifications approved by the Town Engineer.

(b) The Owner further agrees, to construct a four foot (4') wide concrete sidewalk along the westerly boundary of the property from the south to the southern limits of the most northerly entrance.

(12) GENERAL:

(a) The Owner agrees that the final building plans will be to the satisfaction of the Building Inspector.

(b) The Owner 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 Owner, its contractors, servants or agents on the lands described in Schedule "A" and such indemnify shall constitute a first lien and charge on the said lands of the Owner.

(c) In the event of the failure of the Owner 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

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in cases of emergency, have the right to enter on the said land and, at the expense of the Owner, 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.

(d) The Owner 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 Owner 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 Owner in any such proceedings.

(f) Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the Town.

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

(h) The Owner agrees that it shall upon the sale and transfer by it 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.

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 -

TERRAPLAN/BUILDERS, INCORPORATED

PRESIDENT

SECRETARY

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK

SCHEDULE "A"
(CN 12.10) *HW*
TERRAPLAN BUILDERS, INCORPORATED

Property Description

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, formerly in the Township of Thorold, in the County of Welland, and being composed of Part Lot 163 for the former Township of Thorold, and being more particularly described as follows:

COMMENCING at the standard iron bar marking the southwestern angle of the said lot;

THENCE N 87 degrees 04' 30" East along the southern limit thereof 209.77 feet;

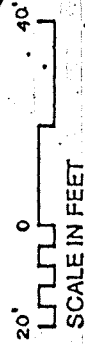
THENCE N 3 degrees 01' 30" W 314.59 feet to an iron pin;

THENCE continuing N 3 degrees 01' 30" W 0.13 feet;

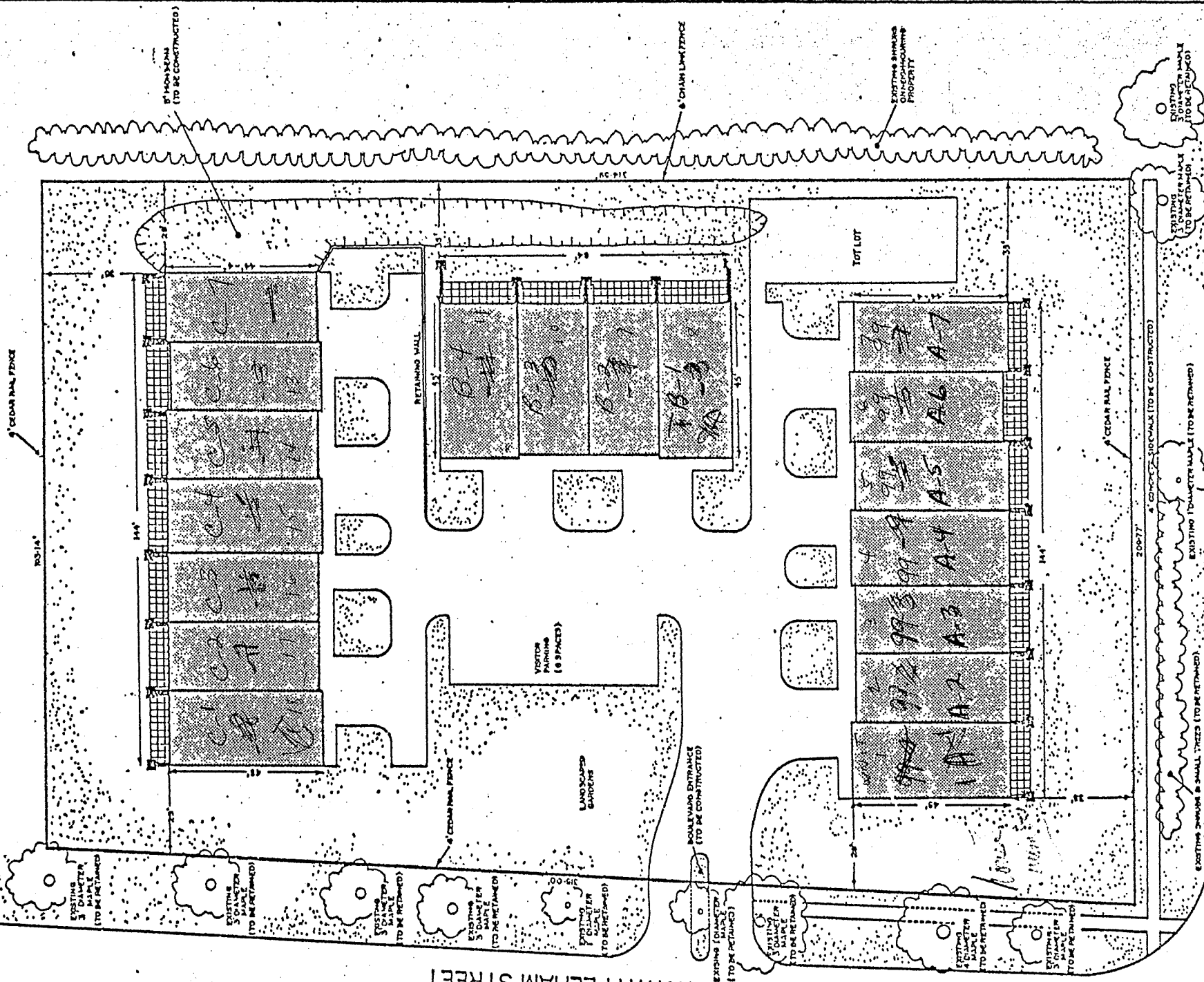
THENCE S 87 degrees 04' 30" W 193.14 feet to a standard iron bar planted on the western limit of the said lot;

THENCE South along the said western limit 315 feet to the place of beginning.

SCHEDULE B



NORTH PELHAM STREET



HURRICANE ROAD

15 June 1994
6071 Pelham Street