



Vibrant · Creative · Caring

January 11, 2016

Mr. David Allen
Fonthill Gardens
4211 Yonge Street
North York, ON M2P 2A9

Dear Mr. Allen:

We are pleased to inform you that By-Law # 3696(2016) has been enacted, signed and sealed by The Corporation of the Town of Pelham, on January 11, 2016. This By-Law enables the Mayor and Clerk to execute Roadway Agreements between the Corporation of the Town of Pelham and Fonthill Gardens Inc. and Fonthill Gardens (2015) Inc. to dedicate land to the Town of Pelham for roadway purposes as outlined in the Agreements, attached therein forming part of this By-law.

Enclosed you will find one copy of the By-Law, and three copies of the Roadway Agreements. Please sign the attached Agreements and return two of the Agreements to The Corporation of the Town of Pelham upon completion.

Your attention to this matter would be greatly appreciated.

Sincerely,

Kathy Repergel
Assistant to the Town Clerk

From the Clerk's Department



**Administration
Services**

20 Pelham Town Square P.O Box 400 · Fonthill, ON L0S 1E0 p: 905.892.2607 f: 905.892.5055

pelham.ca

THIS ROAD DEDICATION AGREEMENT MADE as of this 1st day of January, 2016 ~~November, 2015~~
(the "Agreement").

B E T W E E N :

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

- and -

FONTHILL GARDENS INC.

- and -

FONTHILL GARDENS (2015) INC.

WHEREAS:

- A. Fonthill Gardens Inc. and Fonthill Gardens (2015) Inc. (collectively, "Fonthill Gardens") are the registered owners of the lands depicted on Schedule "A" hereto described as Parts 3 and 4 (the "Fonthill Gardens Roadway Lands");
- B. Fonthill Gardens has agreed to convey to the Town the Fonthill Gardens Roadway Lands to the Town; and
- C. The Town has agreed to construct a municipal road on the Fonthill Gardens Roadway Lands subject to the terms of this Agreement.

IN CONSIDERATION of the premises and other good and valuable consideration and the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

- 1. Fonthill Gardens hereby agrees to convey the Fonthill Gardens Roadway Lands to the Town (the "Conveyance") on an "as is, where is" basis, but free and clear of any registered encumbrances, for consideration of TWO DOLLARS (\$2.00). The Conveyance will be completed on the date which is sixty (60) business days after execution of this Agreement by the Town. Fonthill Gardens and the Town agree to sign and deliver such other documents as are typically required for a conveyance of land to the Town for municipal road purposes.
- 2. After the completion of the Conveyance, the Town covenants to complete, as soon as possible and by no later than September 1, 2017, the construction and establishing by the

Town, by by-law, of a public roadway from Station Street across and through the Fonthill Gardens Roadway Lands (with the portion of the roadway on the Fonthill Gardens' lands being referred to herein as the "**Ceremonial Road**") which will be completed according to municipal standards, save and except for the width of the roadway which will be twenty-eight (28) metres instead of the standard twenty-two (22) metres. The conveyance of that portion of Ceremonial Road by Fonthill Gardens which exceeds the twenty-two (22) metre width standard is referred to herein as the "**Excess Dedications**".

3. The Town will pay for the up-front costs of constructing, including design, supervision and all other costs for the construction and establishing of the Ceremonial Road (the "**Construction Costs**"), provided that:
 - a. on the date which is thirty (30) days after the registration by Fonthill Gardens of a Plan of Subdivision on the lands depicted in Schedule "A", Fonthill Gardens, or its successor-in-title, will reimburse the Town for the Construction Costs incurred by the Town by way of payment of bank draft or certified cheque, which amount will be increased in accordance with the Consumer Price Index for all items in Ontario from the date the Construction Costs were incurred until the date of reimbursement;
 - b. Fonthill Gardens, or its successors in title will only reimburse the Town for Construction Costs which were incurred by the Town in order to construct the Ceremonial Road to a width of twenty-two (22) metres;
 - c. the Town shall provide to Fonthill Gardens, upon written notification by Fonthill Gardens, access to all budgets, estimates and tenders of Construction Costs for the construction of the Ceremonial Road; and
 - d. any cost calculations or allocations provided for under this Agreement will be determined by Upper Canada Planning & Engineering Ltd.
4. The Town has agreed to credit Fonthill Gardens for a dollar amount equal to the value of the Excess Dedications (the "**Credits**") which may be used to satisfy the payment of any fees, costs and other amounts that may be payable to the Town as part of any development or construction in the Town, including without limiting the generality of the foregoing, any parkland dedication fees, development charges and application fees (collectively, the "**Municipal Payments**"). The calculations of the value of the Excess Dedications under this Agreement will be based on a formula of Three Hundred Thousand Dollars (\$300,000.00) per acre of Excess Dedications.
5. Fonthill Gardens has the right, from time to time, to assign, all or any portion of, the Credits and its rights under this Agreement to any one or more developer or builder (the "**Assignees**"), according to its sole, absolute and unfettered discretion. The Assignees will be entitled to use the Credits to satisfy any Municipal Payments in the same manner as Fonthill Gardens under this Agreement. Fonthill Gardens agrees to provide notice to the Town of any such assignment and to provide the particulars of the amount of the Credits that have been assigned.

6. The Town hereby agrees that Fonthill Gardens will, from time to time, be entitled to satisfy any Municipal Payments by using the Credits on a dollar for dollar basis until such time as the total Credits used to satisfy the Municipal Payments are equal to the Excess Dedications.
7. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

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IN WITNESS WHEREOF the parties have entered into this effective as of the date first written above.

**THE CORPORATION OF THE TOWN OF
PELHAM**

Per: 

Name: Dave Augustyn

Title: Mayor

Per: 

Name: Nancy J. Bozzato

Title: Town Clerk

We have authority to bind the Town.

FONTHILL GARDENS INC.

Per: 

Name: David Allen

Title: A.S.O

I have authority to bind the Corporation.

FONTHILL GARDENS (2015) INC.

Per: 

Name: David Allen

Title: A.S.O

I have authority to bind the Corporation.

THIS ROAD DEDICATION AGREEMENT MADE as of this ^{1st} day of ^{January} ~~December~~, 201⁶₅
(the "Agreement").

B E T W E E N :

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

- and -

FONTHILL GARDENS INC.

Hereinafter called "Fonthill Gardens"

WHEREAS:

- A. Fonthill Gardens is the registered owner of the lands depicted as Part 5 on Schedule "A" hereto (the "Fonthill Gardens Roadway Lands");
- B. Fonthill Gardens has agreed to convey to the Town the Fonthill Gardens Roadway Lands; and
- C. The Town intends that a municipal road be constructed at a future date on the Fonthill Gardens Roadway Lands subject to the terms of this Agreement.

IN CONSIDERATION of the premises and other good and valuable consideration and the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

- 1. Fonthill Gardens hereby agrees to convey the Fonthill Gardens Roadway Lands to the Town (the "Conveyance") on an "as is, where is" basis, but free and clear of any registered encumbrances, for consideration of TWO DOLLARS (\$2.00). The Conveyance will be completed on the date which is sixty (60) business days after acceptance of this Agreement. Fonthill Gardens and the Town agree to sign and deliver such other documents as are typically required for a conveyance of land to the Town for municipal road purposes.
- 2. In the event that the Fonthill Gardens Road Lands are required by Fonthill Gardens for any purpose prior to the inclusion of the Fonthill Gardens Roadway Lands in a plan of subdivision, then at the option of Fonthill Gardens (the "Re-conveyance Option"), the Fonthill Gardens Roadway Lands will be re-conveyed by the Town to Fonthill Gardens, or as it may direct, for consideration of TWO DOLLARS (\$2.00) (the "Re-

conveyance”). The Re-conveyance will be completed by no later than twenty (20) days after the Town receives notice from Fonthill Gardens of its intent to exercise the Re-conveyance Option.

3. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
4. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

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Name: Dave Augustyn

Title: Mayor

Per: 

Name: Nancy J. Bozzato

Title: Town Clerk

We have authority to bind the Town.

FONTHILL GARDENS INC.

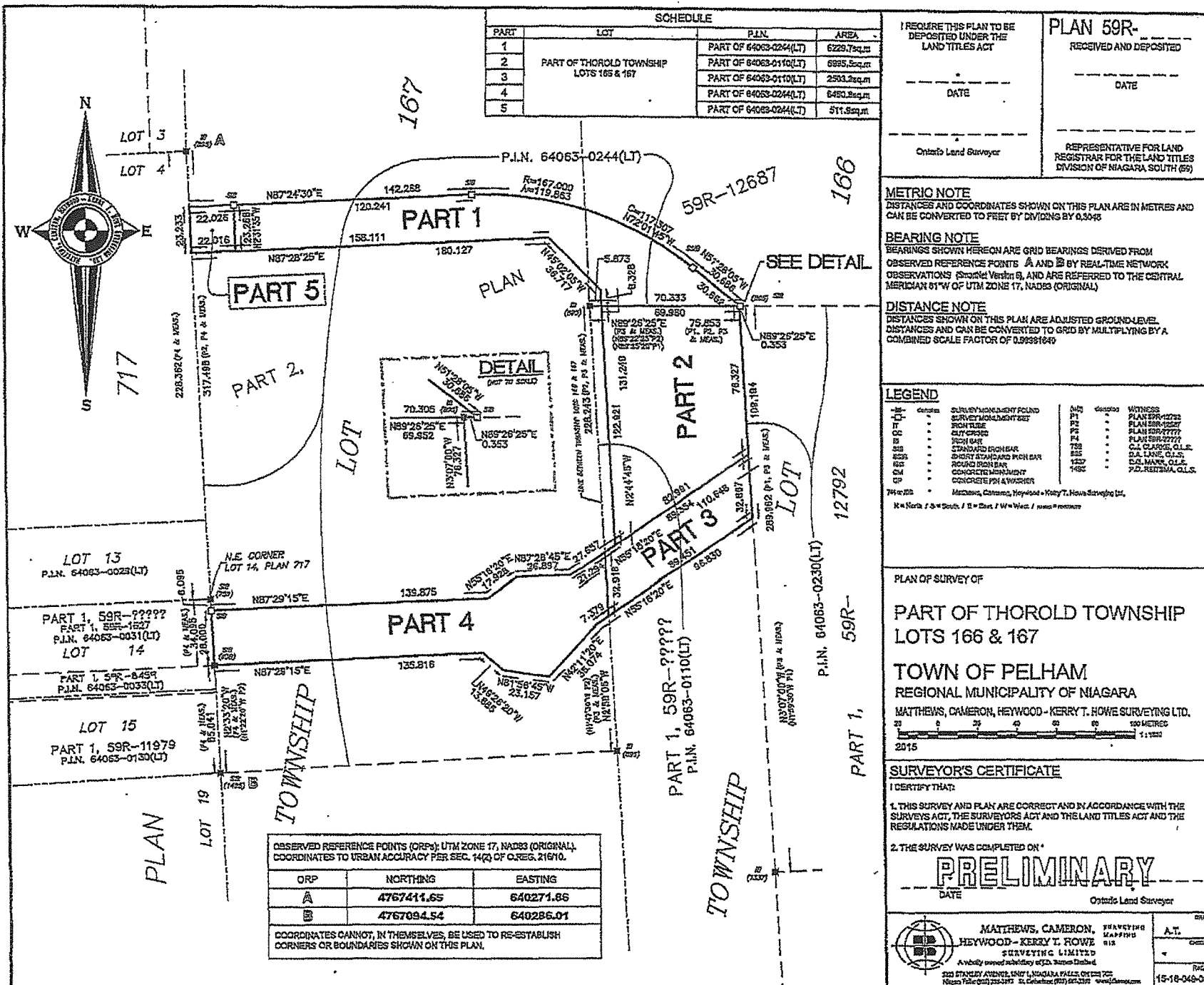
Per: 

Name: David Allen

Title: A.S.O

I have authority to bind the Corporation.

SCHEDULE "A"



SCHEDULE "A"

