


THIS AGREEMENT MADE IN TRIPLICATE THIS 2nd DAY OF MAY, 1977

BETWEEN:

 TERRANCE J. DONNELLY (IN TRUST),
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 is desirous of constructing on the said lands described in Schedule "A" attached hereto, a commercial establishment, as detailed in Schedules "B" and "C" (plot and building plans) 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 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 "B", 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 Owners undertake to repair and maintain the storm sewer system located on the lands described in Schedule "A".

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

(c) The Owner shall be responsible to undertake whatever watercourse improvements deemed necessary by the Town Engineer, in order to prevent undue flooding, ponding or drainage

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difficulties created by the development of this property described in Schedule "A".

(2) SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer system on the said lands, to adequately service the structure located thereon, 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 without limiting the generality of the foregoing, no storm, surface, or roof water shall be discharged into the sanitary sewer system.

(3) WATER:

(a) The Owner shall, at its own expense, construct and install all necessary connections to watermains, and all internal water supply services necessary to adequately serve the structure located on the said lands, 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.

(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 Schedule "B" adequately landscape, plant and maintain all the lands described in Schedule "A" attached hereto, not required for building, parking or entranceway to the satisfaction of Council so as at all times to provide effective green areas enhancing the general appearance of the development. The Owner shall complete all landscaping prior to occupancy of the building.

(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

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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) PARKING:

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

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

(c) The Owner shall, at its own expense, adequately illuminate all parking areas and driveways, with a minimum of four (4) 400 watt mercury vapour lights, in accordance with Schedule "B" attached hereto.

(7) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Treasurer, a sum in the amount of \$640.00 (.32 acres x \$2,000 per acre) for the purpose of expanding and renewing services in the Town.

(8) CONTRIBUTION FOR PUBLIC PURPOSES:

(a) The Owner shall pay the Treasurer, a sum in the amount of Eight Hundred, Twenty Five Dollars (\$825.00) equalling 5% of the agreed current market value, for the expansion of public purposes in the Town.

(9) GENERAL:

(a) The Owner agrees that the final building plans will be to the satisfaction of the Building Inspector and Fire Chief of the Town of Pelham.

(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 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

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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 building.

(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 owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Province of Ontario.

(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 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 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 -

(THE CORPORATION OF THE TOWN
(OF PELHAM

(*L. O. Weldon*
(MAYOR

(*[Signature]*
(CLERK

(*AK* TERRANCE J. DONNELLY (IN TRUST)

(*Terrance J. Donnelly*
(*Per. J. J. [Signature]*

LEGAL DESCRIPTION PART "A"
OF PART OF LOT 167, FORMERLY IN THE
TOWNSHIP OF THOROLD IN THE COUNTY
OF WELLAND, NOW IN THE TOWN OF PELHAM
IN THE REGIONAL MUNICIPALITY OF NIAGARA

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, and being composed of Part of Lot 167 formerly in the Township of Thorold, in the County of Welland, now in the said Town of Pelham containing by admeasurement an area of 0.32 of an acre more or less, and which said parcel or tract of land may be more particularly described as follows:

PREMISING that the southerly limit of the King's Highway No. 20 across said Lot 167 has an assumed astronomical bearing of N 62° 04' E according to Ministry of Transportation and Communications plan P-1819-58 being a reference plan deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R384 and relating all bearings herein thereto;

COMMENCING at the intersection of the easterly limit of Lot 3, Plan 25 Village of Fonthill with the southerly limit of the King's Highway No. 20 as shown on said Plan 59R384;

THENCE N 62° 04' E in and along the southerly limit of the said King's Highway No. 20, 124.34 feet to the Place of Beginning of the lands to be described, said Place of Beginning being the south-west corner of lands in said Lot 167 designated as Part 7 on said Plan 59R384;

THENCE N 62° 04' E, 94.0 feet to a point

THENCE S 27° 56' E., 147.95 feet;

THENCE S 62° 04' W., 94.0 feet;

THENCE N 27° 56' W., 147.99 feet to the Place of Beginning.