

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

BETWEEN:

BARTSCH, G.; COACH, J. AND
WYSHNIOWSKY, W.

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

(1) STORM SEWERS:

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

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(c) The Owners shall be responsible to undertake whatever watercourse improvements deemed necessary by the Town Engineer, in order to prevent undue flooding, ponding or drainage difficulties created by the development of this property described in Schedule "A".

(2) SANITARY SEWERS:

(a) The Owners 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 Owners shall undertake to repair and maintain the sanitary sewer system located on the lands described in Schedule "A", 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners also agree to complete all landscaping prior to occupancy of the building.

(5) GARBAGE DISPOSAL:

(a) The Owners 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

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right to recover the cost thereof by action, or in like manner as municipal taxes.

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

(6) PARKING:

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

(b) The Owners 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 or on account of the construction, maintenance, or existence of any work done by the Owners, 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 Owners.

(c) In the event of the failure of the Owners 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,

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LEGAL DESCRIPTION PART "B"

DESCRIPTION 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 $62^{\circ} 04'$ 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 $62^{\circ} 04'$ E in and along the southerly limit of the said King's Highway No. 20, 218.34 feet to the Place of Beginning of the lands to be described.

THENCE N $62^{\circ} 04'$ E, 94.0 feet to the south east corner of Part 7 on said Plan 59R384.

THENCE S $27^{\circ} 56'$ E, 147.89 feet;

THENCE S $62^{\circ} 04'$ W., 94.0 feet;

THENCE N $27^{\circ} 56'$ W, 147.95 feet to the Place of Beginning.



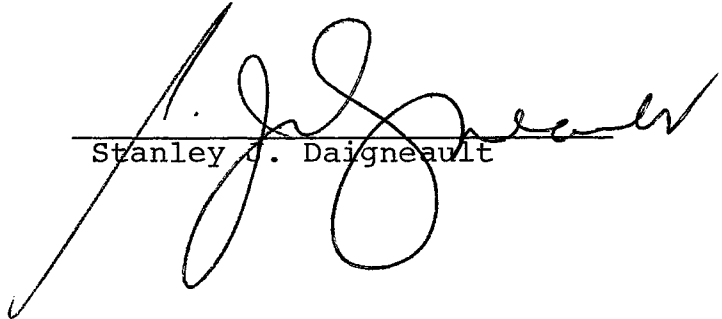
TO: THE CORPORATION OF THE TOWN OF PELHAM
AND TO: ROY MAIN, its Assistant Clerk

re Donnelly et al purchase from
LaLonde - Part Lot 167, Pelham

In pursuance of the authorization given by Terrence James Donnelly in respect of the above noted purchase, please be advised that landscaping is to mean the following where indicated by an "X" on the plan attached hereto:

Low lying evergreen shubbery, with the balance of the landscaping area to be seeded and maintained in grass.

DATED at **PELHAM** this **3rd** day of May, 1977


Stanley J. Daigneault

94'-0"

30'-0" ADDRESS

X

18'
Buckner
~~Box~~
Sign

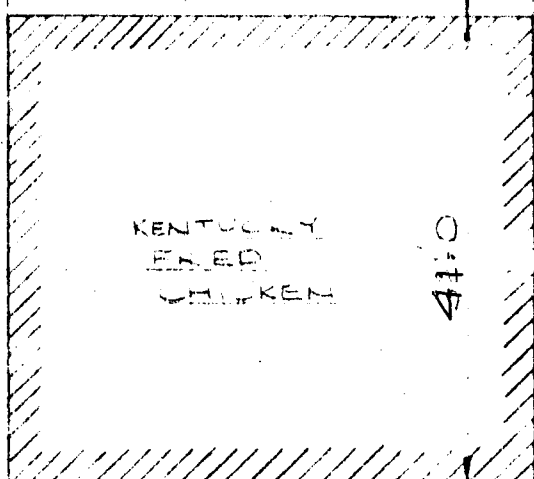
10'-0"
20'-0"
20'-0"

PARTIAL ZG

68'-0"

30'-0"

LANDSCAPE AREA



41'-0"

PARTIAL ZG

15'-0"

36'-0"

39'-0"

15'-0"

20'-0"

LANDSCAPE

5'-0"

AREA

X

PLOT PLAN - B

TO: THE CORPORATION OF THE TOWN OF PELHAM
AND TO: ROY MAIN, its Assistant Clerk

Re Donnelly et al purchase from
LaLonde - Part Lot 167, Pelham

Please take notice that I, the undersigned, TERRENCE JAMES DONNELLY, being the Purchaser of the above noted lands and premises do HEREBY AUTHORIZE STANLEY JOSEPH DAIGNEAULT, to do all such things as may be necessary and without limiting the generality of the foregoing, including execution on my behalf of any and all such documents as may be required in respect of obtaining the approval of the site plan agreement and any other agreement or agreements as may be required by the Corporation of the Town of Pelham, in respect of the aforementioned purchase and in respect of the building permit to be made in connection therewith and for so doing this shall be your full and sufficient authority.

DATED at Toronto this 28th day of April 1977

Terrence James Donnelly
Terrence James Donnelly

Rec'd May 3rd.
By Hand