

BETWEEN:

THE CORPORATION OF THE TOWN
OF PELHAM, a municipal
Corporation,

Hereinafter called the "Town",

OF THE FIRST PART,

- and -

STEED & EVANS LIMITED, a
corporation incorporated under
the laws of the Province of
Ontario,

Hereinafter called the "Company"

OF THE SECOND PART.

WHEREAS the Town is a municipal corporation, and has jurisdiction over the road allowance between Lots 11 and 12, in the Sixth & Seventh Concession, of the former Township of Pelham, now known as the Town of Pelham;

AND WHEREAS the Company has requested the Town to enter into an agreement for the reconstruction of the said road allowance, as more particularly detailed and set out in the certain drawings prepared by the Town's engineers, Proctor & Redfern Limited, which drawings are numbered B-77117-P1, B-77117-P2, B-77117-L1, and B-77117-L2, and are annexed to this agreement as Schedules "A", "B", "C", and "D", respectively;

AND WHEREAS the Town has agreed to permit the said reconstruction of the road allowance, and to close the said road during the period of such reconstruction;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

(1) The Town will enact the necessary by-law to close and stop up the road allowance within the area defined in the Schedules "A", "B", "C", and "D" for the period ending November 1st., 1978 after the passage of such by-law.

(2) From and after the passage of such by-law, the Company will be permitted to enter upon the lands and to deal with the said lands in conformity with the Schedules hereto annexed, and the direction of the Town's engineers.

(3) The Company will obtain written estimates of Bell Telephone Company of Canada and the Hydro-Electric Power Commission of Ontario relocations, and will deposit with the Town the aggregate of the written estimate of such relocation costs, plus \$6,000.00 to cover legal, engineering, and other costs of and incidental to the relocation work; provided however that the

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Town does not warrant the above amounts to be the total actual costs to it and the Company agrees to indemnify the Town in full for such costs if they exceed the above estimates.

(4) The Town will reimburse the Company for the amount of any such estimate paid to the Town in accordance with the preceding paragraph if the actual costs to the Town are not as high as estimated.

(5) The Company acknowledges that it is liable to the Town for any and all costs of and incidental to the relocation work and that the performance of such work shall be subject to the sole discretion and authority of the Town Engineers, and that failure to obey the directives of the Town Engineers shall render the Company in breach of this agreement.

(6) The Company undertakes and agrees that it will complete the performance of the work, and will resurface the road as specified by the Town Engineers before November 1st., 1978 and that in the event that the Company's failing to complete the contract within such time, the Town shall retake possession of the road and shall complete the work by whatever means it deems necessary.

(7) To further secure due performance of this contract, the parties agree that the Company will indemnify and save harmless the Town of and from any loss, damage, claims, demands, costs, suits or proceedings of every nature and kind whatsoever, including the legal costs as between a Solicitor and his own client of defending or resisting such claims or suits and including the costs of any expert assistance that the Town may require in its sole discretion in order to resist or defend any such claims or suits, and that the Company will furnish to the Town prior to the passage of the by-law herein contemplated, satisfactory evidence of public liability insurance relating to this particular transaction and in which the Town and Proctor & Redfern Limited are shown as named insureds, which insurance will have limits of \$1,000,000.00 per occurrence.

(8) The Party of the Second Part together with a surety company approved by the Owner and authorized by law to carry on business in the Province in which the work is to be performed, shall furnish a Performance Bond to the Town in the amount of \$35,000.00. The bond shall unconditionally guarantee the performance of the contract, shall be at the expense of Steed & Evans Limited and shall remain in effect until the issue by the Engineer of the Final Payment Certificate.

(9) In the event of the Company's failing to complete
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the performance of this Contract by November 1st., 1978, then the proceeds of such performance bond shall be available to the Town to their full extent to secure completion of the contract.

IN WITNESS WHEREOF the Parties hereto have affixed their respective Corporate Seals, duly attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED
- In the Presence of -

THE CORPORATION OF THE TOWN
OF PELHAM

MAYOR

CLERK

STEED & EVANS LIMITED

PER:

PER: