

THIS AGREEMENT made in triplicate this 31 day of OCTOBER

, 1977

BETWEEN:

GOODWILL HOMES ASSOCIATES, Owner

Hereinafter called the
PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF
PELHAM, the Town,

Hereinafter called the
PARTY 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) "BUILDING INSPECTOR" shall mean the Building Inspector of the Corporation of the Town of Pelham.

(2) WHEREAS Goodwill Homes Associates purports to be the owners of Lots 2, 3, 4, 5, 6, and 7 of Plan M-56 located on Hurricane Road in the Town of Pelham;

AND WHEREAS under the subdivider's agreement with Amroy Limited, Schedule "J", the Owner is required to execute a site plan agreement with the Town for each lot in the plan, which includes provisions for front yard setbacks, garages or carports and building design;

AND WHEREAS each site plan agreement shall constitute at least a plot plan and building plan and shall be approved and signed by the Building Inspector;

AND WHEREAS the Party of the First Part has made application for building permits for Lots 2, 3, 4, 5, 6, and 7, Plan M-56;

NOW THEREFORE THIS IDENTURE WITNESSETH THAT IN CONSIDERATION of the Building Inspector approving the said proposed applications for building permits and in consideration of the sum of One Dollar (\$1.00) of lawful money Canada now paid by the Party of the First Part to the Party of the Second Part (the receipt thereof is hereby acknowledged), the Parties mutually covenant and agree as follows:

(1) INSTALLATION OF SERVICES:--

The Party of the First Part agrees to install separate services to each dwelling on the lot according to Town Standards.

con't.....

(2) PLANS FOR DWELLINGS:-

The Party of the First Part shall submit building plans for each dwelling upon application for building permit in a form in accordance with the directions of the Building Inspector, and shall fill out the necessary Town application form.

(3) SUMP PUMP:-

The Party of the First Part shall install in each individual basement a sump pump to discharge weeping tile water.

(4) GRADES:-

The Party of the First Part shall maintain the grading plan as set out in the subdivider's agreement and attached to this agreement as Schedule "G" on all lots under the ownership of the Party of the First Part.

(5) DRIVEWAYS:-

The Party of the First Part shall provide a stoned driveway or better to each dwelling unit of sufficient width to allow vehicular traffic to enter garages.

(6) SODDING AND GREEN AREA:-

The Party of the First Part shall construct and provide a three foot sodded area between all driveways on each lot.

(7) SIDEWALKS:-

The Party of the First Part shall provide each dwelling unit with a concrete or precast sidewalk to both entrance doors.

(8) SODDING OF LAWNS:-

The Party of the First Part shall sod each lot from the property line to a minimum of 25 feet to the rear of the dwelling. All swales between lots shall be sodded.

(9) DWELLINGS:-

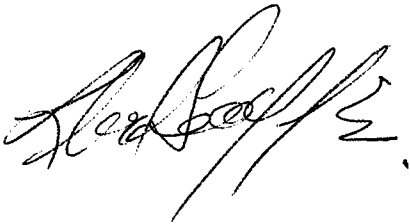
The Party of the First Part will be permitted to construct dwellings on each lot in accordance with the front elevations as shown on Schedules "A", "B", "C", "D", "E" and "F" attached hereto and made part of this agreement. All dwellings shall be constructed in accordance with the requirements of the Ontario Building Code (1975), as amended, and the National Fire Code, as amended.

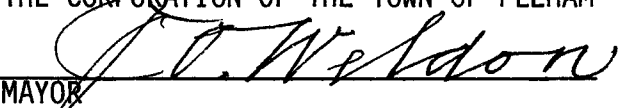
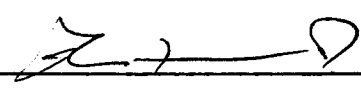
con't.....

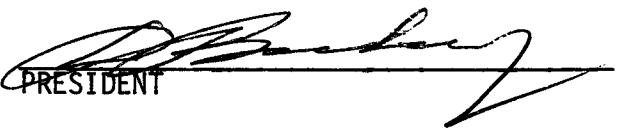
(10) The Party of the First Part is responsible for the maintenance and compliance to all Town of Pelham By-laws.

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY AFFIXING THEIR RESPECTIVE CORPORATE SEAL DULY ATTESTED BY THE PROPER OFFICERS IN THAT BEHALF.

SIGNED, SEALED AND DELIVERED
- In the Presence of -



(THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK

GOODWILL HOMES ASSOCIATES

PRESIDENT

SECRETARY

SCHEDULE "A"

"THE ROBIN" - Lot 2



ELEVATION 2

[Handwritten signature]

"THE LESLIE" - LOT 3

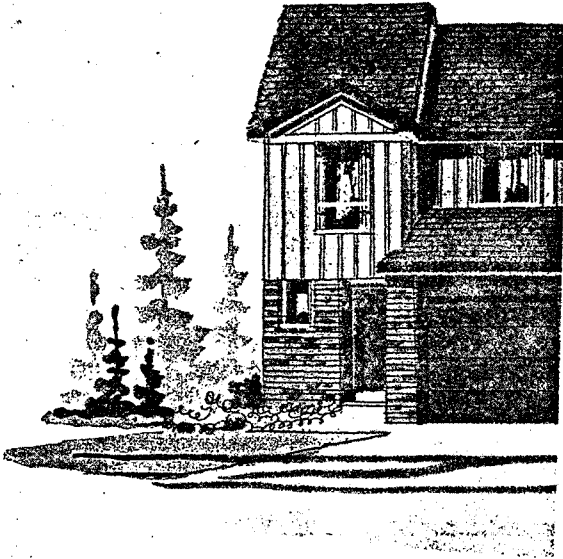


ELEVATION 4

A handwritten signature or set of initials, possibly "J.B.", written in a stylized, cursive script.

SCHEDULE "C"

"THE ROBIN" - LOT 4

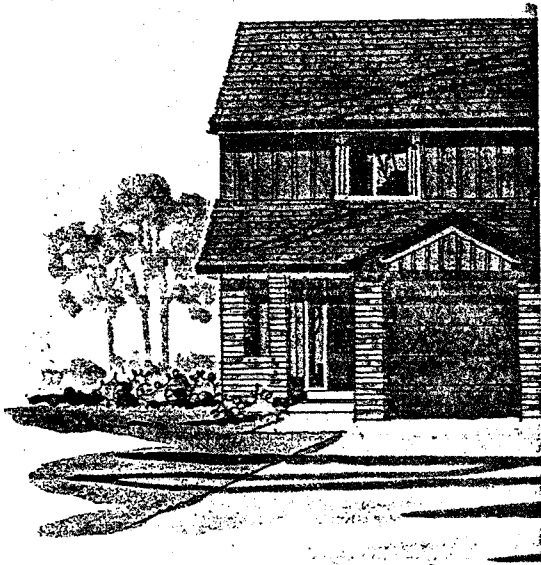


ELEVATION 1

[Handwritten signature]

SCHEDULE "D"

"THE LESLIE" - LOT 5

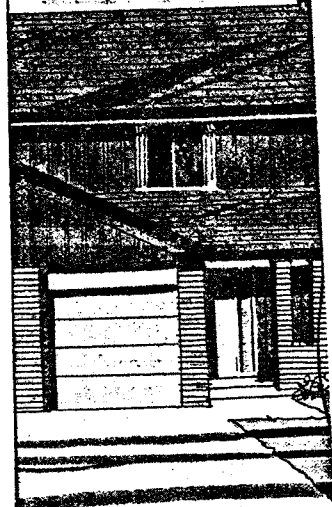


ELEVATION 2

[Handwritten signature]

"THE LESLIE" - LOT 6

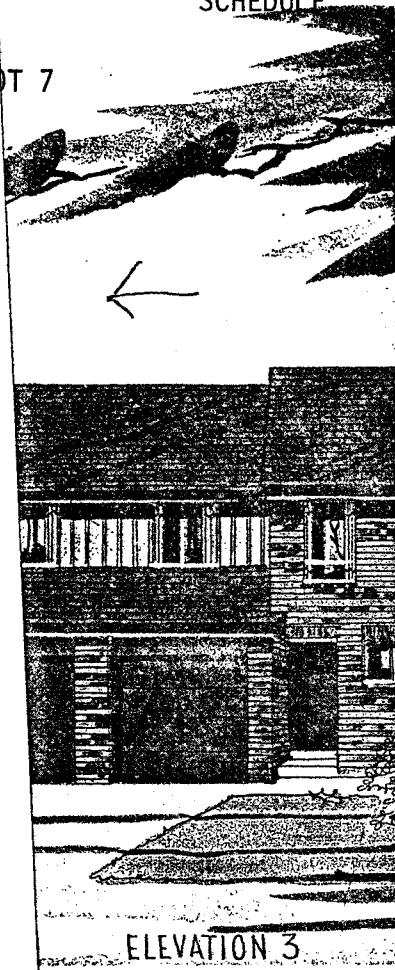
SCHEDULE "E"



ELEVATION 1

A large, stylized handwritten signature in black ink, located in the lower right quadrant of the page. The signature is composed of several loops and flourishes, making it difficult to decipher. Below the main signature, there is a smaller, more compact handwritten mark or initials.

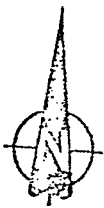
"THE ROBIN" - LOT 7



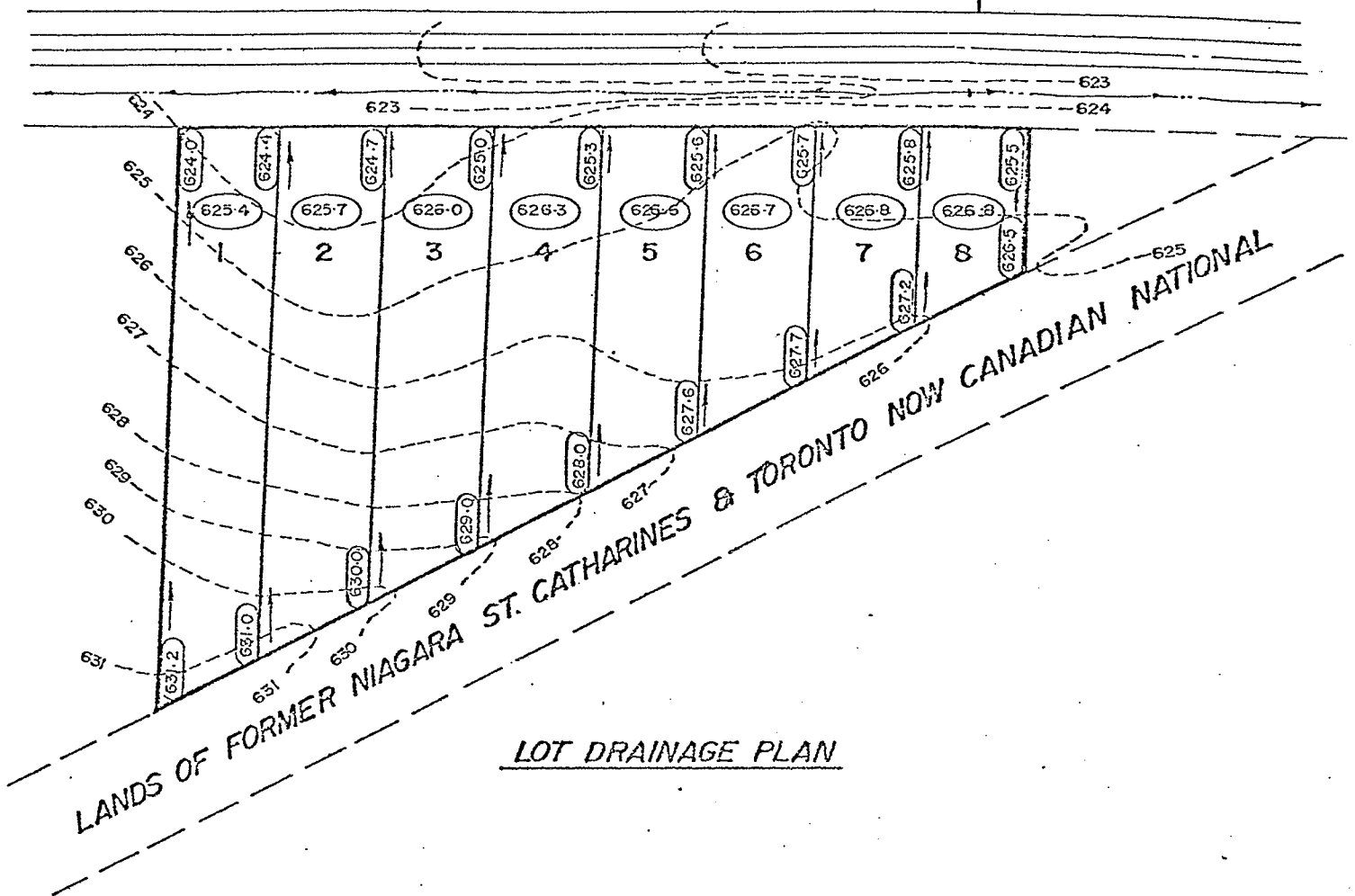
[Handwritten signature]

[Handwritten signature]

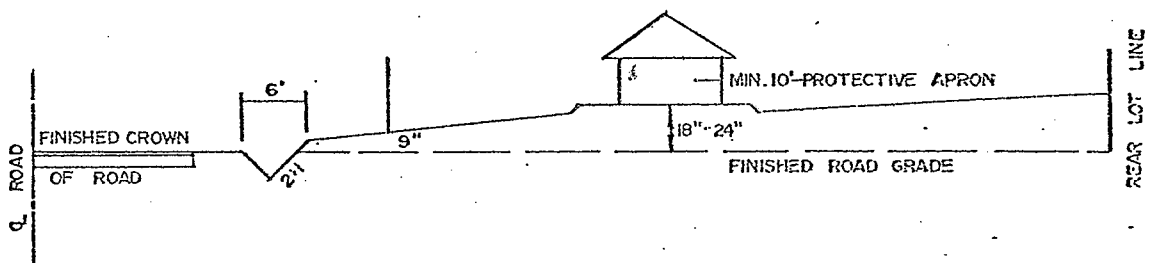
SCHEDULE "G"



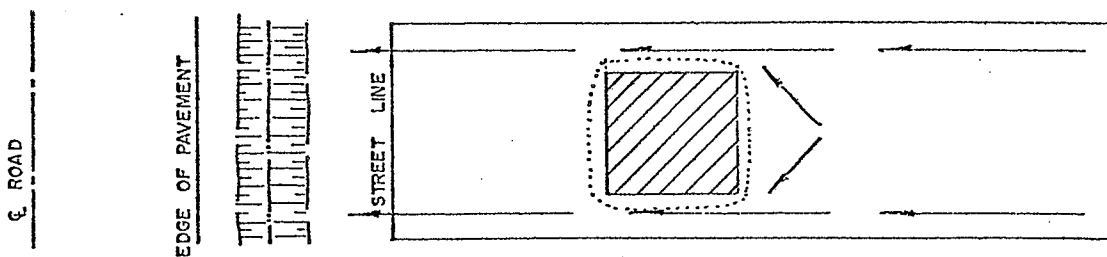
HURRICANE ROAD



LOT DRAINAGE PLAN



TYPICAL LOT DRAINAGE PATTERN

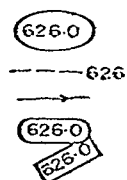


NOTES & LEGEND

PROPOSED ELEV. GROUND AT BUILDING SHOWN THUS
 EX. GRADES SHOWN BY CONTOURS THUS
 PROPOSED DIRECTION OF SURFACE RUN-OFF SHOWN
 PROPOSED GRADES AT LOT CORNERS SHOWN
 PROPOSED PAVEMENT ELEV. SHOWN

NOTE:

ALL ELEV. ARE GEODETIC AND REFER TO NORTH
 BOLT TOP OF FLANGE ON HYDRANT AT CORNER
 OF PARKDALE CRES. AND HURRICANE RD. AS 627-14



[Handwritten signature]

