

THIS Agreement made in triplicate this 1st day of
September, 1978.

~~1978 A.D.~~

BETWEEN: 383632 ONTARIO LIMITED

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 Engineers" 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 purports to be the owner of the lands in the Town
of Pelham described in Schedule "A" attached hereto,

AND WHEREAS the Owner is desirous of erecting on the said lands a
commercial building for the operation of a medical and professional
office in accordance with Schedule "B" attached hereto being plot plans
and elevations filed in the office of the Town Engineer.

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 on the lands described in Schedule "A". This storm sewer
system is to adequately disperse storm water from the development into
the existing municipal storm sewer, 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 and signed by the Parties hereto,
and the Owner undertakes to repair and maintain the storm sewer system
located on the lands described in Schedule "A".

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

(c) In addition to the foregoing, the Owner shall pay to the Treasurer a fee of \$4,700.00 to cover the cost of storm drainage from such area.

(2) SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer system on the said lands to adequately serve the building located thereon, such construction to be in accordance with specifications and a design approved by the Town Engineer and 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.

(b) In addition to the foregoing, the Owner shall pay to the Treasurer a fee in the sum of \$6,100.00 to cover the cost of sanitary services for the lands described in Schedule "A".

(3) HYDRO:

The Owner shall at its own expense install electric service as stipulated by Fonthill Hydro Electric Commission, and shall comply with all requirements of the Fonthill Hydro Electric Commission respecting the installation of the necessary primary power lines service to the building as described in Schedule "B". The Town shall pay the cost of extending for hydro the additional length for the secondary hydro services the width of Block "A".


(4) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, paved parking areas capable of accommodating a minimum of fourteen (14) parking spaces each 10 feet by 20 feet for motor vehicles to specifications approved by the Town Engineers.

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

(c) The Owner shall, at its own expense, adequately light all driveways and parking areas, with a 400 watt mercury vapour light, in accordance with a plan filed in the office of the Town Engineer and signed by the Parties hereto.

(d) The Owner shall, at its own expense, plant with #1 grade Merion Blue Grass the perimeter of all open parking areas so as to enhance the appearance of the parking area.



(5) 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 plans on file in the office of the Town, adequately landscape, plant and maintain all of the lands described in Schedule "A" attached hereto not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development.

(c) Without in any way limiting the generality of the foregoing, the Owner shall landscape in accordance with Schedule "B" attached hereto.

(6) WATER:

(a) The Owner at its own expense, shall construct and install all necessary connections to existing watermains and all internal water supply services necessary to serve the development including fire hydrants if required, such construction to be in accordance with the requirements of and with specifications and a design approved by the Building Department of the Town.

(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 of the Town.

(7) SIDEWALKS:

(a) The Owner shall at its own expense, construct and maintain sidewalks within the development according to Schedule "B".


(8) SIDEWALK CONTRIBUTION:

(a) The Owner agrees that, in the event of the Council resolving to construct a sidewalk five feet (5) in width along the entire or any part of the northerly boundary of the lot described in Schedule "A", it will reimburse the Town for the entire cost of such construction in accordance with the Town's specifications for public sidewalks at such time.

(b) If any other sidewalk is required by the Owner and approved by the Town Engineer, it shall be constructed to the Town's specifications for public sidewalks at such time and at the sole cost of the Owner.

(9) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of a medical and professional office building containing a maximum of 8,740 square feet and a minimum of 8,000 square feet on the lands described in Schedule "A", in accordance with Schedule "B" attached hereto and plans filed in the Municipal Office of the Town and signed by



the Parties hereto on the day of . 1978, and in accordance with plans and elevations approved by Council provided that such plans shall comply with all building and zoning requirements of the Town. Without limiting the generality of the foregoing, the material used in the exterior finish of the building shall be approved by the Building Department of the Town.

(10) ROAD DEDICATION:

(a) The Town hereby agrees, upon the entering into of this agreement to dedicate by separate by-law, the one (1) foot reserve, extending along the westerly boundary of the property described in Schedule "A", as public highway, thereby permitting free and easy access to the parking lot.

(11) GENERAL:

(a) The Owner agrees that the final building plans will be certified by a Professional Engineer or Architect, and that all construction will be carried out under the direction and control of such Engineer or Architect.


(b) The Owner will at all times indemnify and save harmless the Town against and from all claims, demands, suits, losses, costs, damages, and injuries, and legal or adjusting or investigation costs incidental to the defence of such claims, which the Town may suffer 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 indemnity 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 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 a public area on the ground floor of the building or otherwise prominently displayed, a mailing address and the telephone number of a person having authority to deal with all matters relating to the said buildings.

(e) The Owner shall not call into question directly or indirectly 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.



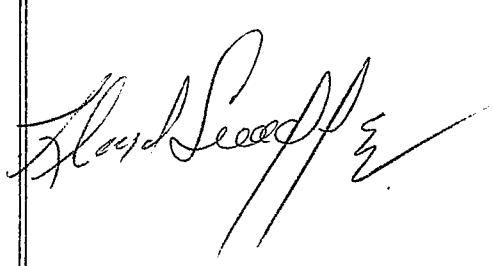
(g) The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining property in the ownership of the Town of Pelham.

(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 purchase 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 purchase or transferee.

(i) This agreement shall be registered on the title to Schedule "A" in the Registry Office for the Regional Division of Niagara South.

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

.....
MAYOR

.....
CLERK

.....
PRESIDENT

.....
383632 ONTARIO LIMITED SECRETARY-TREASURER

SCHEDULE "A"

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 in the Province of Ontario and being composed of Part of Lot 26 as shown on a compiled plan of the Village of Fonthill registered in the Registry Office for the Registry Division of Niagara South as Plan No. 25 for the said Village (now known as Plan 717) and shown as Part 1 according to plan deposited in said Registry Office as Plan 59R-2648.