

THIS AGREEMENT made in triplicate this 8th day of
January, 1979,

B E T W E E N :

HENRY BIEDA, of the Town of Pelham, in the
Regional Municipality of Niagara, and
CHRISTINE BIEDA, his wife, of the same place

HEREINAFTER CALLED THE PARTIES OF
THE FIRST PART

AND

ROBERT POITRAS, LUCIEN LAPENSEE and ROSAIRE
RICHARD, all of the City of Welland, in
the Regional Municipality of Niagara,
trustees for the True Sport Hunt Club,

HEREINAFTER CALLED THE PARTIES OF
THE SECOND PART

AND

THE CORPORATION OF THE TOWN OF PELHAM,

HEREINAFTER CALLED THE PARTY OF
THE THIRD PART

WHEREAS the parties of the first part are the
owners of the lands hereinafter described, and have entered into
an agreement to convey the said lands by way of severance from
other lands owned by them to the parties of the second part.

AND WHEREAS the parties of the second part are
intended to become the registered owners of the said lands as
trustees appointed for the purpose of holding the lands for the
True Sport Hunt Club.

AND WHEREAS it is one of the terms of a grant of
approval of severance hereinabove referred to made by the Land
Division Committee for the Regional Municipality of Niagara, on
the 14th day of August, 1978, pursuant to Land Division Committee
file no. B381-78, as requested by the party of the third part.

AND WHEREAS it is a term of the agreement of the municipality that the lands herein described not be used for residential purposes until such time as the unopened road allowance abutting such land is improved to the standards of and the satisfaction of the municipality, at the expense of the registered owner, and that such owners from time to time shall not request or require the municipality to participate in the improvement, development or maintenance of the unopened road allowance adjacent to such property unless and until the said lands are rezoned for residential purposes.

AND WHEREAS the parties hereto have entered into this agreement for the purpose of satisfying the said condition requested by the party of the third part.

NOW THIS AGREEMENT witnesseth that in consideration of the premises and the granting of the said severance to the parties of the first part and the conveyance of the lands to the parties of the second part, the parties of the first and second part covenant with the Corporation of the Town of Pelham that the lands being those lands more particularly described in Schedule "A" hereto, shall not be used for residential purposes and that no request or demand shall at any time hereafter be made by the parties hereto or their successors in title to the municipal Corporation of the Town of Pelham for extension of the road allowance, the further opening up thereof, or the expenditure of public monies for the maintenance and servicing of the said road.

The parties hereto hereby understand and agree that, in the event the parties of the second part or their successors in title spend monies to improve the aforementioned unopened road allowance, or to maintain the same, that the party of the third part retains the right to oppose any application for

rezoning of the said lands for residential purposes, as it may be advised from time to time.

It is hereby mutually agreed between the parties that this agreement and the restrictions contained therein shall be construed as covenants the burden of which runs with the lands described in Schedule "A" hereto, and that the said covenants are binding upon the parties hereto of the first and second parts, their respective heirs, executors, administrators, beneficiaries, successors and assigns, and shall be appurtenant to and for the benefit of the adjoining highways and other property of the party of the third part in the Town of Pelham.

And the parties of the first and second parts agree with the party of the third part that any conveyance made or to be made by either the parties of the first or second part, the same covenants as provided herein shall be inserted into such conveyance to restrict the grantee therein and together with the declaration that such covenants shall be covenants running with the land upon the terms and conditions above set out.

This agreement and everything herein shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, beneficiaries, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals, and the party of the third part has hereunto affixed its corporate seal, duly

attested by its proper officers in that behalf this day
of January, 1979.

SIGNED, SEALED AND DELIVERED)

In the Presence of)

(as to the signatures of
Henry Bieda and Christine
Bieda)

HENRY BIEDA

CHRISTINE BIEDA

ROBERT POITRAS

LUCIEN LaPENSEE

(as to the signatures of
Robert Poitras, Lucien
LaPensee and Rosaire Richard)

ROSAIRE RICHARD

THE CORPORATION OF THE TOWN OF
PELHAM

PER: ES. Birginstein
Mayor

PER: [Signature]
Clerk

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, formerly in the Township of Pelham, in the County of Welland and being composed of part of Lot 19, Concession 11 in the former Township of Pelham and being designated as part 1 on a Plan of reference filed on the 2nd day of October, 1978 as number 59R-2623.

