

THIS AGREEMENT made in triplicate this 26 day of June 1979 A.D.

BETWEEN:

JOHN DONKER

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) "Chief Building Official" shall mean the Chief Building Official of the Town of Pelham;

(e) "Fire Inspector" shall mean the Fire Inspector of the Town of Pelham;

(f) "Niagara Regional Health Unit" shall mean the Health Unit having jurisdiction for the Town of Pelham.

(2) WHEREAS the owner is desirous of constructing on the said lands described in Schedule "A" as attached hereto as being rezoned under By-law #524 (1979) to allow the operation of a wholesale florist business as detailed in Schedules "B" and "C" (Plot Plans and Building Elevations 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 Owner to the Town, the receipt whereof is hereby acknowledged, the Parties hereto mutually covenant and agree as follows:-

(1) STORM WATER:

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

(b) The Owner 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) SEPTIC TANK:

(a) The Owner shall, at its own expense, obtain a septic tank approval permit from the Niagara Regional Health Unit

(b) The Owner shall construct said system in accordance with the requirements of the Niagara Regional Health Unit to dispose of all sewage from the said development in such a manner to prevent any pollution or odor to neighbouring property owners.

(c) Said approval shall be obtained before any building permit is issued by the Town.

(3) WATER:

(a) The Owner shall, at its own expense, provide a potable water supply to any public washrooms.

(b) The Owner shall be responsible for obtaining a certificate from the Niagara Regional Health Unit as to the quality of said water supply.

(4) GRADING AND LANDSCAPING:

(a) The Owner shall, at its own expense, grade the said lands in accordance with the requirements of the Town Building Official 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 Schedule "B" adequately landscape, plant and maintain all of 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 Owner shall complete all landscaping prior to occupancy of the building unless otherwise authorized by Council.

(5) GARBAGE DISPOSAL:

(a) The Owner 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 Chief Building Official. In the event of the failure to do so, the Town, its servants or agents, shall have the right to enter on the said lands, and at the expense of the Owner, do such collection, etc. and further shall have the right to recover the cost thereof by action, or in like manner as municipal taxes.

(6) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands parking areas or structures capable of accommodating not less than 5 parking spaces for motor vehicles.

(b) The Owner shall, at its own expense, construct and maintain gravel 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.

(7) GENERAL:

(a) The Owner agrees that the final building elevations shall be in accordance with Schedule "C" attached hereto.

(b) The Owner agrees that the final building plans will be to the satisfaction of the Chief Building Official and Fire Inspector of the Town of Pelham.

(c) The Owner 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 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.

(d) 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 lands 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.

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

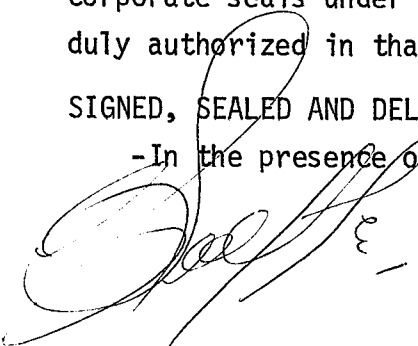
(g) The covenants, agreements, conditions and understanding herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways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

(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 purchaser 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 purchaser or transferee.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

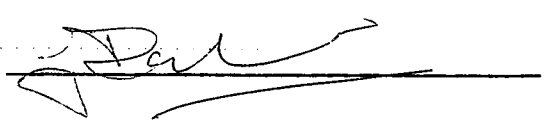
SIGNED, SEALED AND DELIVERED

-In the presence of -




JOHN DONKER

Per:



THE CORPORATION OF THE TOWN OF PELHAM

Per:


Mayor


Clerk-Treasurer

SCHEDULE "A"

ALL AND SINGULAR that 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 County of Welland and being composed of Part of Lot 17, Concession 10 and Part of Lot 7, Registered Plan 16 for the former Township of Pelham, said Registered Plan 16 now known as Plan 703 and premising that the westerly limit of said Lot 7 has an astronomic bearing of $N0^{\circ}13'E$ and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at the north westerly angle of said Lot 7, Registered Plan 16;

THENCE $S0^{\circ}13'W$ along the westerly limit of said Lot 5.185 metres (17.01 feet) to a standard iron bar found at its intersection with the southerly limit of West Canboro Street as widened by registered Instrument No. 116307, said standard iron bar marking the place of beginning of the herein described parcel;

THENCE $N88^{\circ}34'E$ along said southerly limit of West Canboro Street, 21.336 metres (70.0 feet) to an iron bar;

THENCE $S2^{\circ}00'E$, 88.697 metres (291.0 feet) to an iron bar;

THENCE $88^{\circ}34'E$, 45.720 metres (150.0) feet to an iron bar;

THENCE $S2^{\circ}00'E$, 24.326 metres (79.81 feet) to an iron pipe;

THENCE $S88^{\circ}34'W$, 71.427 metres (234.34 feet) more or less to the westerly limit of said Lot 7;

THENCE $N0^{\circ}13'E$ along said westerly limit, 61.557 metres (201.96 feet) to an iron bar;

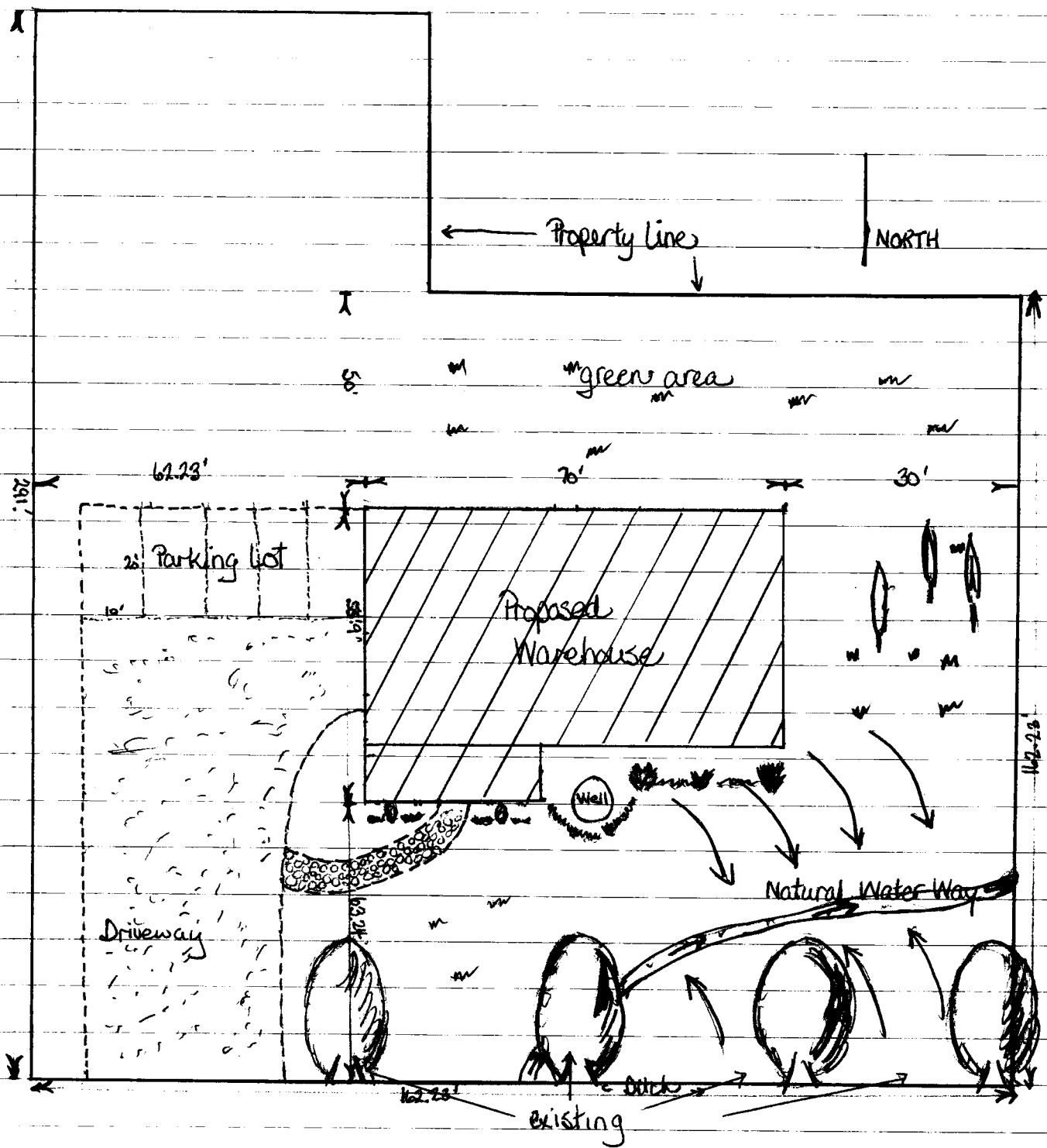
THENCE $S88^{\circ}34'W$, 28.112 metres (92.23 feet) to an iron bar;

THENCE $N0^{\circ}13'E$, 51.508 metres (168.99 feet) more or less to a standard iron bar in the southerly limit of West Canboro Street as widened;

THENCE $N88^{\circ}34'E$ along said last mentioned limit, 28.112 metres (92.23 feet) more or less to the place of beginning;

And containing by admeasurement an area of 0.5216 of a hectare (1.289 acres) be the same more or less.





Regional Road 63 (West Canboro Rd.)

[Signature]

