

THIS AGREEMENT made in triplicate this 13th day of June 1979 A.D.

BETWEEN:

TALCOTT INVESTMENTS OF CANADA LIMITED,
a company incorporated under the laws
of the Province of Ontario, having its
head office in the City of St. Catharines,
in the Regional Municipality of Niagara,

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) "Treasurer" shall mean the Treasurer of the Corporation of
the Town of Pelham;

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

(f) "Fire Inspector" shall mean the Fire Inspector of the Town of
Pelham.

(2) WHEREAS the owner is desirous of constructing on the said lands
described in Schedule "A" attached hereto, a commercial establishment,
as detailed in Schedules "B" and "C" (plot and building elevation plans)
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 SEWERS:

(a) The Owner shall, at its own expense, construct a storm
sewer system and outlet to adequately serve the development proposed
on the lands described in Schedule "A" and as shown on Schedule "B",
such construction to be in accordance with specifications and a design
approved by the Town and in accordance with a plan to be filed in the
office of the Chief Building Official and signed by the Parties hereto,
and the Owners undertake to repair and maintain the storm sewer system
located on the lands described in Schedule "A".

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

(c) 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) SANITARY SEWERS:

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

(3) WATER:

(a) The Owner shall, at its own expense, construct and install all necessary connections to watermains, and all internal water supply services necessary to adequately service the structure located on the said lands, such construction to be in accordance with the requirements of and with specifications and a design approved by the Town Engineer.

(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 Town Chief Building Official.

(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.

(b) The Owner shall, in addition, provide storage space for garbage, at the location shown on Schedule "B", and entirely screened by a six foot (6') high solid wood fence or facsimile approved by the Town Chief Building Official.

(6) PARKING:

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

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

(c) The Owner shall, at its own expense, adequately illuminate all parking areas and driveways in accordance with Schedule "B" attached hereto.

(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, at all times, keep posted in the building or otherwise prominently displayed, a notice indicating the ownership of the said building, a mailing address and a telephone number of a person having authority to deal with all matters relating to the said building.

(f) 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.

(g) Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of the by-laws of the Town.

(h) 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

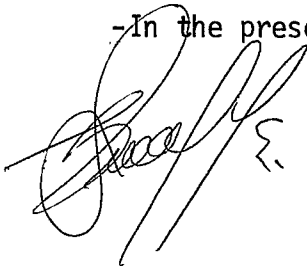
and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Province of Ontario.

(i) 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.

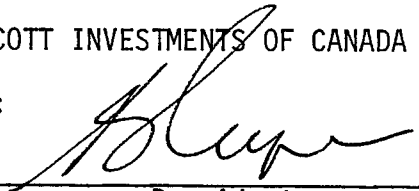
SIGNED, SEALED AND DELIVERED)

-In the presence of-



TALCOTT INVESTMENTS OF CANADA LIMITED


Per:



President

THE CORPORATION OF THE TOWN OF PELHAM

Per:



Mayor

Clerk-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, formerly in the Township of Thorold in the County of Welland and being part of Township Lot 167 Thorold, designated as Part 3 on a Plan of Survey deposited in the Registry Office for the Registry Division of Niagara South as 59R-2008.

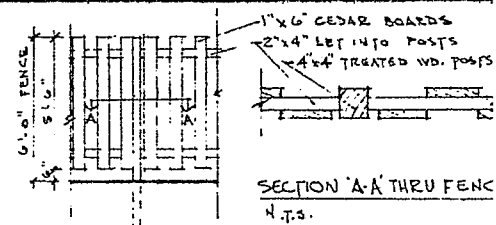
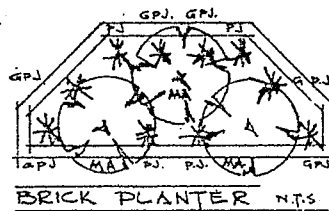
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EGB

SCHEDULE "B"

LANDSCAPE SCHEDULE

	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	NUMBER
	LEUCISPA 'CONNUXT'	CONNUXT LOCUST	10'-12'	B & B	9
	SORBUS AUCUPARIA	MOUNTAIN ASH	6'-8'	B & B	3
2.	PIRA GLAUCA	WHITE SPRUCE	3'-4'	B & B	20
	JUNIPERUS PRINCEANA	GREEN PRINCE JUNIPER	12'-15' SPREAD	B & B	6
3.	JUNIPERUS NITIDISSIMA SPRA	GOLDEN PRINCE JUNIPER	12'-15' SPREAD	B & B	9

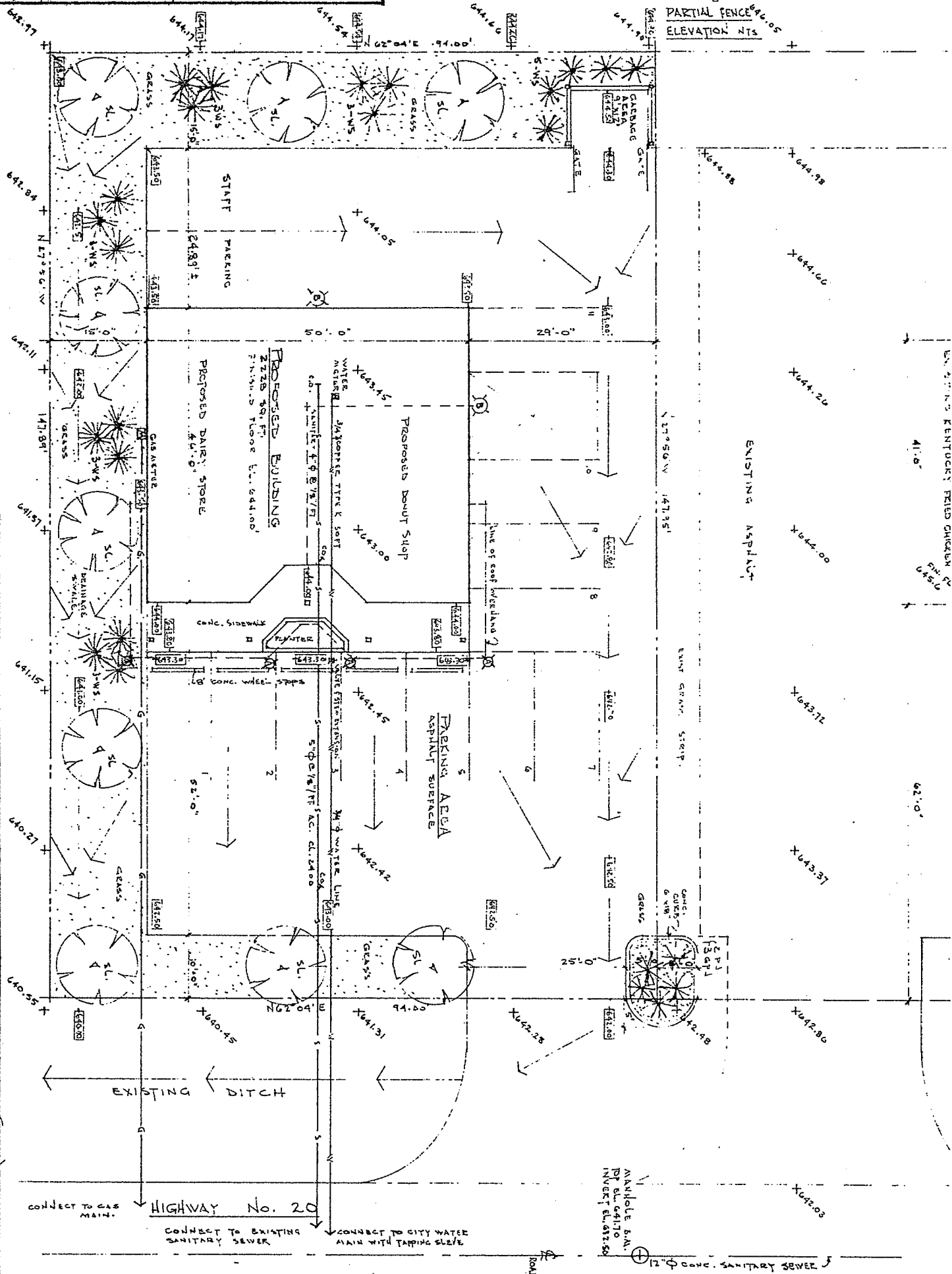
FOR ALL ABOVE TREES TO BE 50-50 NURSERY STD



FOR ALL GROUND AREAS TO BE 50-50 NURSERY BED

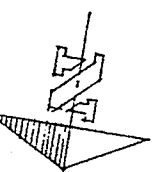
1" DISTINGUISH ELEVATIONS.
 1/16" PROPOSED GRADE ELEVATIONS
 DRAINAGE DIRECTIONAL FLOW

SITE PLAN SCALE: 1"=10'-0"



EXISTING RESIDENCE

REMOVED, 22 JUNE 1971. GARDNER AREA CAME
ENTERED 15000 W. 1000000 & PLANTING.



PROJECT: PROPOSED COMMERCIAL COMPLEX
 HIGHWAY NO. 20
 1000 TALCOTT RD. S. E. CORNER OF
 BULLVALE RD. S. E. CORNER OF
 DATE: 7 JUNE 73
 DRAWN BY: GCS
 CHECKED BY: GCS
 ARCHITECT: SAUNDER
 12 ALBERT STREET WEST
 SHEET NO. 1

45B