

AGREEMENT MADE THIS 18th day of January, A.D.
1980.

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM,
an Ontario Municipal Corporation,

HEREINAFTER CALLED

"THE PURCHASER"
OF THE FIRST PART

- AND -

ROMAN CATHOLIC EPISCOPAL CORPORATION FOR
THE DIOCESE OF ST. CATHARINES IN CANADA,

HEREINAFTER CALLED

"THE VENDOR"
OF THE SECOND PART

WHEREAS the parties hereto entered into a certain agreement of purchase and sale of that part of Block C, Plan 25 in the former Village of Fonthill, now in the Town of Pelham, in the Regional Municipality of Niagara, containing approximately 4.5 acres of land, upon the terms and conditions set out in the said agreement which is dated the 21st day of February, A.D. 1979.

AND WHEREAS the conditions set out in the said agreement have not as yet been satisfied, more particularly the condition concerning the re-zoning of the premises.

AND WHEREAS the Vendor has requested a payment on account of the purchase price upon the terms and conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the payment of Twenty Thousand (\$20,000.00) Dollars now paid by the Purchaser to the Vendor (the receipt whereof is hereby acknowledged), the parties hereto agree as follows:

1. In the event the property is re-zoned as sought by the Purchaser, or in any manner otherwise acceptable to it, then and in that case the said sum of Twenty Thousand (\$20,000.00) Dollars now paid by the Purchaser to the Vendor shall be treated as a payment on account of the purchase price herein.

2. In the event that the re-zoning now sought by the Purchaser is not approved by the Ontario Municipal Board, then at the expiry of the period of appeal from the final decision of the Ontario Municipal Board, or at the expiry of any other appeal procedure which the Purchaser may in its sole discretion decide to undertake, the agreement made the 21st day of February, A.D. 1979 shall be wholly at an end, and the Twenty Thousand (\$20,000.00) Dollars now paid to the Vendor as consideration for this agreement, shall be returned to the Purchaser within fifteen days next after written demand to the Vendor or to its solicitors, without interest.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested by their proper officers authorized in that behalf.

THE CORPORATION OF THE TOWN OF PELHAM

PER: E.S. Bergenstein Mayor

PER: M. May Hackett Clerk

ROMAN CATHOLIC EPISCOPAL CORPORATION
FOR THE DIOCESE OF ST. CATHARINES
IN CANADA

PER: Thomas B. Zutter

PER: John S. Knight