

Covenant to be inserted in all subsequent deeds of lands  
in RD 70 and 71 Town of Pelham:

"The purchaser(s) covenant(s) with the vendor(s) that he  
(she,they) will not either directly or indirectly, either as principal(s)  
or agent(s) request The Corporation of The Town of Pelham to incur any  
capital expenditures whatsoever in relation to the herein described lands,  
save and except those capital expenditures which can be implemented pursuant  
to The Local Improvement Act. This covenant shall run with the land  
hereby conveyed, and shall bind, and shall also enure to the benefit of,  
the heirs and assigns of the various parties to whom any part of  
the lands so made subject to the above restrictions shall at any time  
become or belong".

THIS AGREEMENT made in duplicate this 23 day of September, 1970.

BETWEEN: THE CORPORATION OF THE TOWN OF PELHAM,  
hereinafter called the "TOWN OF THE FIRST PART"

- and - JACK BERKHOUT, of the Township of Wainfleet,  
in the Regional Municipality of Niagara,  
hereinafter called the "PARTY OF THE SECOND PART"

WHEREAS the Party of the Second Part represents that he is the owner of and/or represents the owners of all Lots (a total of 14) shown on Reference Plans deposited in the Registry Office for the Registry Division of the County of Welland on the 30th day of September, 1969 as R.D.70 and R.D.71.

AND WHEREAS the Party of the Second Part represents that the said lands being part of Lot 6, Concession 4, in the former Township of Pelham, County of Welland now in the Town of Pelham in the Regional Municipality of Niagara are exempt from The Provisions of the Planning Act and the division of the said lands into 14 separate parcels does not contravene the provisions of Section 26 of the Planning Act R.S.O. 1960, chapter 96 as amended to the date of the deposit of said R.D. Plans 70 & 71 in the Welland County Registry Office.

AND WHEREAS a part of the said lands front on the unopened road allowance between Concession 3 & 4 extending easterly from Effingham Street a distance of 1,350 feet.

AND WHEREAS the Party of the Second Part has requested the Town to open the said road allowance and construct a roadway thereon.

AND WHEREAS the Town, relying upon the representations of the Party of the Second Part as hereinbefore set out, agrees so to do upon the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the representations, conditions and covenants herein contained the Parties hereto mutually agree as follows:-

- 1.- THE PARTY of the Second Part will forthwith upon the execution of this Agreement by both Parties pay to the Town the sum of \$16,000.00.
- 2.- THE TOWN will thereupon cause to be constructed a roadway on the road allowance between Concessions 3 & 4 for a distance of approximately 1,350 feet east of Effingham Street at a cost not to exceed \$16,000.00 and to a standard throughout permitted by this amount of expenditure to provide access to the lands of the Party of the Second Part fronting on said roadway. The said sum to include all survey, engineering and legal costs.
- 3.- ANY FURTHER capital costs whatsoever required to be spent by the Municipality in connection with the aforesaid lands shall be borne by the owners, at the time, of the Lots in R.D. Plans 70 & 71 and shall be implemented as far as possible by the Provisions of the Local Improvement Act.

4.- It is HEREBY DECLARED AND AGREED that This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the Parties hereto have hereunto set their corporate seal and hand and seal respectively this 21<sup>st</sup> day of September, A.D. 1970.

SEALED AND DELIVERED, and countersigned by the Mayor and Clerk of the Town of Pelham.

THE CORPORATION OF THE TOWN OF PELHAM

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

SIGNED, SEALED AND DELIVERED

by   
\_\_\_\_\_  
JACK BERKHOUT.

in the presence of   
\_\_\_\_\_  
W. H. Houtell



DATED: September,

A.D. 1970.

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A G R E E M E N T

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THE CORPORATION OF THE TOWN OF PELHAM

- and -

JACK BERKHOUT

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BAKER & SWAYZE  
Barristers & Solicitors  
163 Division Street  
Welland, Ontario.  
THB:vk