

THIS AGREEMENT made in triplicate this 21st day of APRIL, 1980 A.D.

BETWEEN:

383632 ONTARIO LIMITED,

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 ENGINEERS" shall mean the Engineers of the Corporation of the Town of Pelham.

(d) "TREASURER" shall mean the Treasurer of the Corporation of the Town of Pelham.

2. WHEREAS the Owner purports to be the Owner of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of erecting on the said lands a commercial building for the operation of a medical and professional office in accordance with Schedule "B" attached hereto being plot plans and elevations filed in the Office of the Town Engineer;

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 on the lands described in Schedule "A". This storm sewer system is to adequately disperse storm water from the development into the existing municipal storm sewer, in accordance with specifications and a design approved by the Town Engineer and in accordance with a plan to be filed in the Office of the Town and signed by the Parties hereto, and the Owner undertakes 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.

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(c) In addition to the foregoing, the Owner shall pay to the Treasurer a fee of \$4,700.00 to cover the cost of storm drainage from such area. Receipt of which is hereby acknowledged by the Corporation of the Town of Pelham.

(2) SANITARY SEWERS: -----

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

(b) In addition to the foregoing, the Owner shall pay to the Treasurer a fee in the sum of \$6,100.00 to cover the cost of sanitary services for the lands described in Schedule "A". Receipt of which is hereby acknowledged by the Corporation of the Town of Pelham.

(3) HYDRO: -----

The Owner shall, at its own expense, install electric service as stipulated by the Pelham Hydro-Electric Commission, and shall comply with all requirements of the Pelham Hydro-Electric Commission respecting the installation of the necessary power lines services to the building as described in Schedule "B". The Town shall pay the cost of extending hydro the width of Block "A". (60 feet)

(4) PARKING: -----

(a) The Owner shall provide and at all times maintain on the said lands, paved parking areas capable of accommodating a minimum of fourteen (14) parking spaces, each 10 feet by 20 feet, for motor vehicles to specifications approved by the Town Engineer.

(b) The Owner shall, at its own expense, and from time to time, construct and maintain paved driveways as shown on Schedule "B" to this agreement and as required or permitted by the Town Engineer to serve the said parking areas at such locations and in accordance with specifications approved by the Town Engineer and where said driveways exit to a paved roadway, the driveway shall be paved, by the owner, from the lot line to the paved portion of the roadway.

(c) The Owner shall, at its own expense, adequately light all driveways and parking areas, in accordance with a plan filed in the Office of the Town Engineer and signed by the Parties hereto.

(d) The Owner shall, at its own expense, plant with No. 1 Grade Merion Blue Grass the perimeter of all open parking areas so as to enhance the appearance of the parking area.

(5) GRADING AND LANDSCAPING: -----

(a) The Owner shall, at its own expense, grade the said lands in accordance with the requirements of the Town Engineer 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 plans on file in the Office of the Town, adequately landscape, plant and maintain all of the lands described in Schedule "A" attached hereto not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development, said landscaping plans to be developed in co-ordination with the overall master plan for the municipal core area.

(c) Without in any way limiting the generality of the foregoing, the cost of said landscaping shall not ^{be less than a minimum} ~~exceed a maximum budget of \$2,000.00.~~ *The owner of his own volition may install landscaping of greater value.* EGP MB

(6) WATER: -----

(a) The Owner, at its own expense, shall construct and install all necessary connections to existing watermains and all internal water supply services necessary to serve the development including fire hydrants, if required, such construction to be in accordance with the requirements of and with specifications and a design approved by the Building Department of the Town.

(b) The Owner shall comply with the Ontario Water Resources Commission Act, R.S.O. 1970, and regulations made thereunder, on all internal water supply services which shall be enforced by the Plumbing Inspector of the Town.

(7) SIDEWALKS: -----

The Owner shall, at its own expense, construct and maintain sidewalks within the development according to Schedule "B".

(8) SIDEWALK CONTRIBUTION: -----

(a) The Owner agrees that, in the event of the Council resolving to construct a sidewalk 1.5m in width along the entire or any part of the northerly boundary of the lot described in Schedule "A", it will reimburse the Town for the entire cost of such construction in accordance with the Town's specifications for public sidewalks at such time.

(b) If any other sidewalk is required by the Owner and approved by the Town Engineer, it shall be constructed to the Town's specifications for public sidewalks at such time and at the sole cost of the Owner.

(9) BUILDING AND SERVICES: -----

(a) The Owner shall construct and the Town shall permit the construction of a medical and professional office building containing a maximum gross floor area of 760 m² and a minimum of 743 m² on the lands described in Schedule "A", in accordance with Schedule "B" attached hereto and plans filed in the Municipal Office of the Town and signed by the Parties hereto on the 21st. day of APRIL, 1980, and in accordance with plans and elevations approved by Council provided that such plans shall comply with all building and zoning requirements of the Town. Without limiting the generality of the foregoing, the material used in the exterior finish of the building shall be approved by the Building Department of the Town.

(10) ROAD DEDICATION: -----

The Town hereby agrees, upon the entering into of this agreement to dedicate by separate by-law, the one (1) foot reserve, extending along the westerly boundary of the property described in Schedule "A", as public highway, thereby permitting free and easy access to the parking lot.

(11) GENERAL: -----

(a) The Owner agrees that the final building plans will be certified by the Ministry of Labour.

(b) The Owner will at all times during any construction on the lands described in Schedule "A" ensure that any mud or debris deposited on roadways, parking areas, or any Town owned land is cleaned up and removed prior to the end of each working day. In the event of failure to do so, the Town reserves the right to clean up and remove said mud or debris and further shall have the right to recover the cost thereof by action or in like manner as taxes.

(c) The Owner will at all times indemnify and save harmless the Town against and from all claims, demands, suits, losses, costs, damages, and injuries, and legal or adjusting or investigation costs incidental to the defence of such claims, which the Town may suffer 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 land 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 a public area on the ground floor of the building or otherwise prominently displayed, a mailing address and the 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, 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 understandings

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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 property in the ownership of the Town of Pelham.

(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 purchase or transferee.

(j) This agreement shall be registered on the title to Schedule "A" in the Registry Office for the Regional Division of Niagara South.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

- In the Presence Of -

ECW-8

(THE CORPORATION OF THE TOWN OF PELHAM

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(*E.S. Burgenstein*
MAYOR

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(*Murray Hackett*
CLERK

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(383632 ONTARIO LIMITED

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(*Blair G. Dumas*
PRESIDENT

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(*Blair G. Dumas*
SECRETARY-TREASURER

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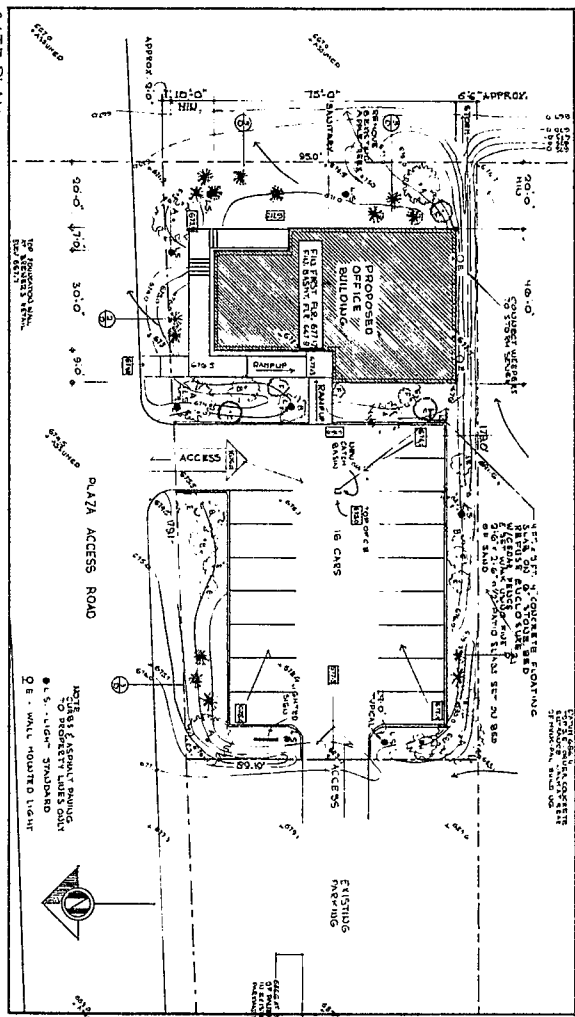
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S C H E D U L E

" 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, in the Province of Ontario, and being composed of Part of Lot 26 as shown on a compiled plan of the Village of Fonthill registered in the Registry Office for the Registry Division of Niagara South as Plan No. 25 for the said Village (now known as Plan 717) and shown as Part 1 according to plan deposited in said Registry Office as Plan 59R-2648.

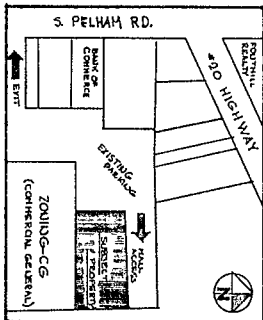
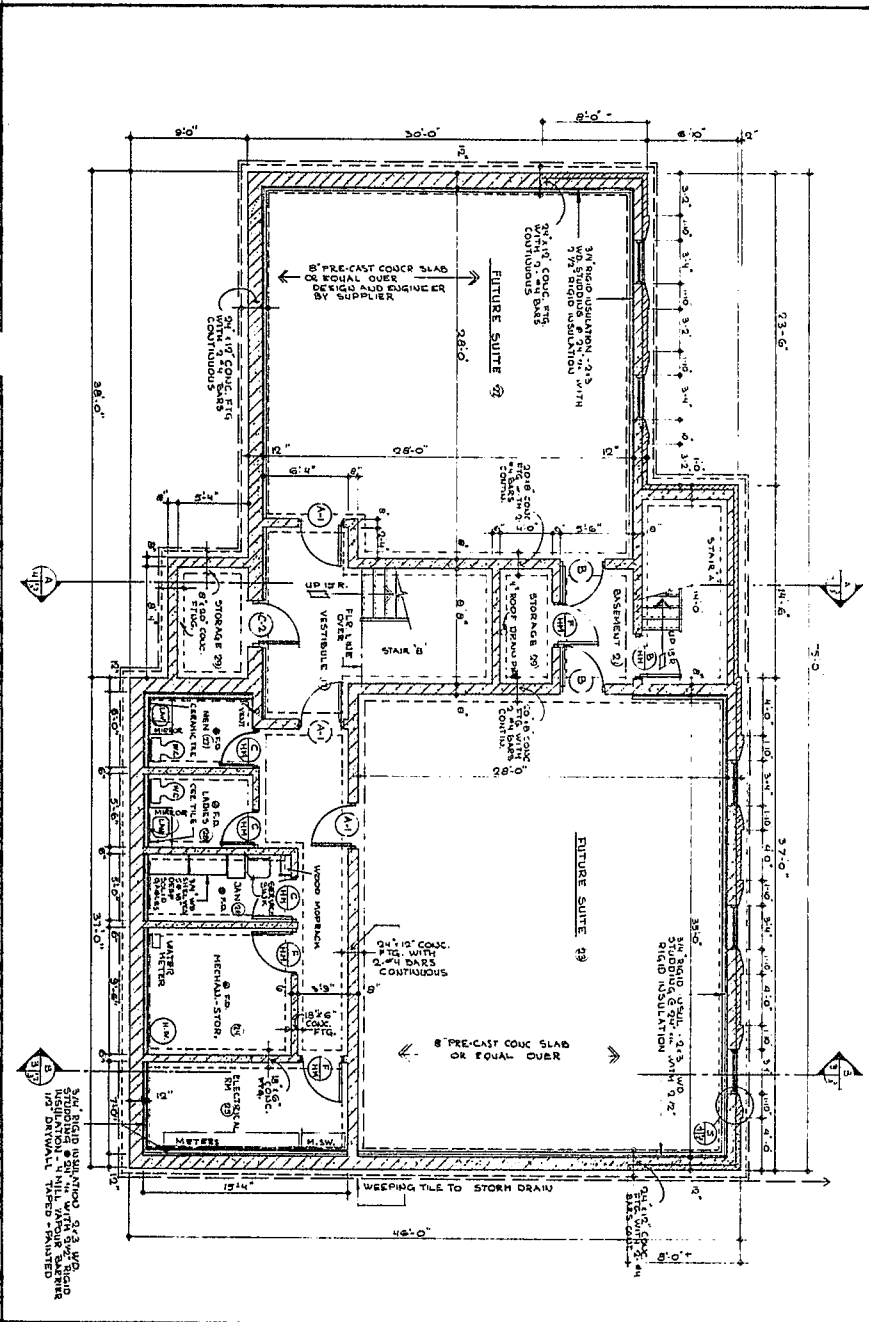


SITE PLAN
SCALE: 1/8" = 1'-0"

KEY NO	NAME	H/SR	CHL	NOTES
A	7	11'-11"	1'-11"	B.R.
B	6	11'-11"	1'-11"	B.R.
C	3	3'-4"	3'-4"	B.R.
D	15	2'-3"	2'-3"	B.R.
E	8	5'-0"	5'-0"	B.R.
F	3	3'-4"	3'-4"	B.R.

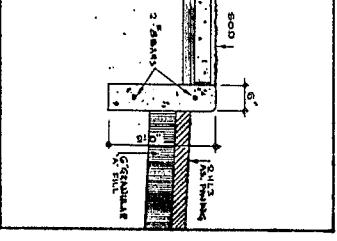
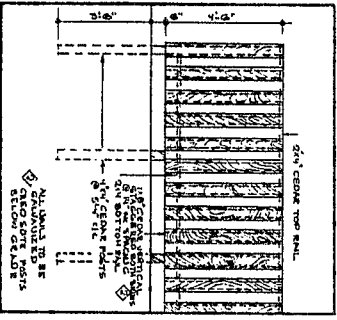
LEGEND

EXISTING ELEMENTS
NEW ELEMENTS
SURFACE REMAINS



STATISTICS

FIRST FLOOR	2904 SQ. FT.
SECOND FLOOR	2904 SQ. FT.
BASEMENT	2904 SQ. FT.
TOTAL GROSS	8712 SQ. FT.
CEILING	8,729 SQ. FT.
LOT AREA	16,361 SQ. FT.
LOT COVERAGE	77.99%
PARKING	16 CARS
PARKING COVER	2861 SQ. FT.
GREEN SPACE	55.4%



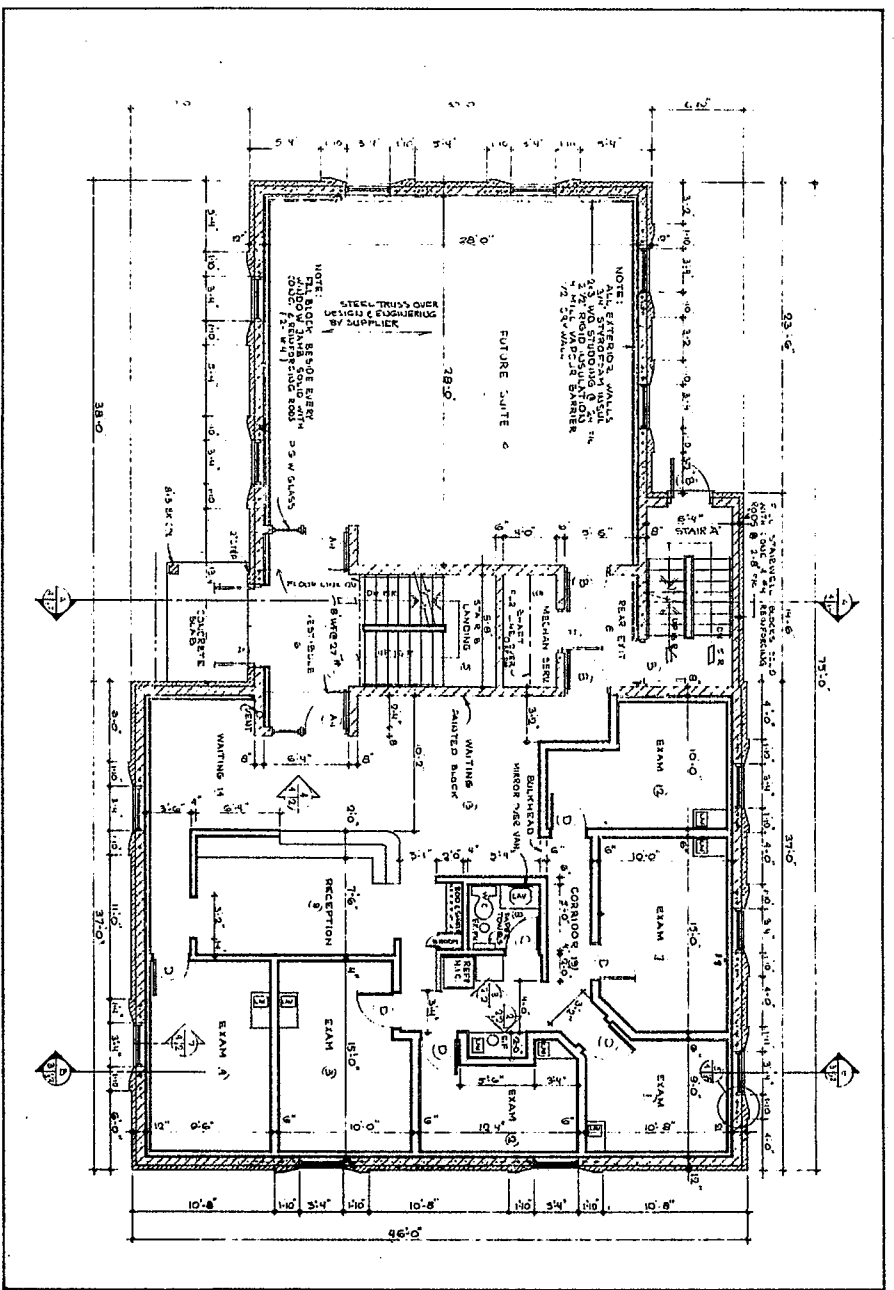
SITE PLAN FOUNDATION & BASEMENT PLAN DETAILS

DATE: 10/1/80
DRAWN BY: J.M.
CHECKED BY: J.M.
SCALE: 1/8" = 1'-0"

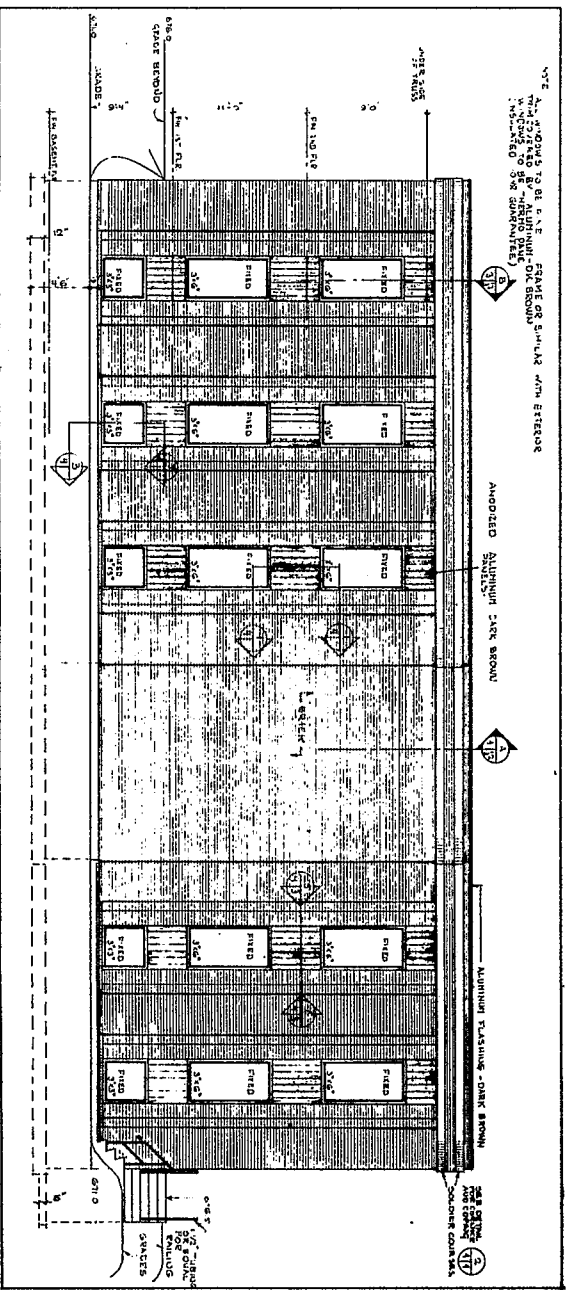
FONTHILL MEDICAL-OFFICE BUILDING

ONTARIO

SCHEDULE
"B"



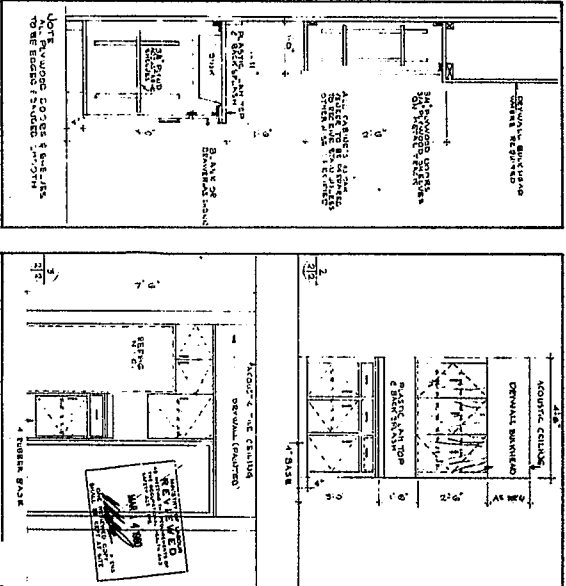
FIRST FLOOR PLAN



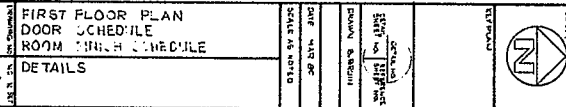
EAST ELEVATION

TYPE A	TYPE B	TYPE C	TYPE D	TYPE E	TYPE F
1.2 M x 1.5 M 3.0 M x 2.0 M 3.0 M x 1.5 M 3.0 M x 1.0 M 3.0 M x 0.8 M 3.0 M x 0.6 M	1.2 M x 1.5 M 3.0 M x 2.0 M 3.0 M x 1.5 M 3.0 M x 1.0 M 3.0 M x 0.8 M 3.0 M x 0.6 M	1.2 M x 1.5 M 3.0 M x 2.0 M 3.0 M x 1.5 M 3.0 M x 1.0 M 3.0 M x 0.8 M 3.0 M x 0.6 M	1.2 M x 1.5 M 3.0 M x 2.0 M 3.0 M x 1.5 M 3.0 M x 1.0 M 3.0 M x 0.8 M 3.0 M x 0.6 M	1.2 M x 1.5 M 3.0 M x 2.0 M 3.0 M x 1.5 M 3.0 M x 1.0 M 3.0 M x 0.8 M 3.0 M x 0.6 M	1.2 M x 1.5 M 3.0 M x 2.0 M 3.0 M x 1.5 M 3.0 M x 1.0 M 3.0 M x 0.8 M 3.0 M x 0.6 M

ROOM FINISH SCHEDULE			
No	Name	Floor	Room
1	EXAM 1	1st	EXAM 1
2	EXAM 2	1st	EXAM 2
3	EXAM 3	1st	EXAM 3
4	EXAM 4	1st	EXAM 4
5	EXAM 5	1st	EXAM 5
6	EXAM 6	1st	EXAM 6
7	EXAM 7	1st	EXAM 7
8	EXAM 8	1st	EXAM 8
9	EXAM 9	1st	EXAM 9
10	EXAM 10	1st	EXAM 10
11	EXAM 11	1st	EXAM 11
12	EXAM 12	1st	EXAM 12
13	EXAM 13	1st	EXAM 13
14	EXAM 14	1st	EXAM 14
15	EXAM 15	1st	EXAM 15
16	EXAM 16	1st	EXAM 16
17	EXAM 17	1st	EXAM 17
18	EXAM 18	1st	EXAM 18
19	EXAM 19	1st	EXAM 19
20	EXAM 20	1st	EXAM 20
21	EXAM 21	1st	EXAM 21
22	EXAM 22	1st	EXAM 22
23	EXAM 23	1st	EXAM 23
24	EXAM 24	1st	EXAM 24
25	EXAM 25	1st	EXAM 25
26	EXAM 26	1st	EXAM 26
27	EXAM 27	1st	EXAM 27
28	EXAM 28	1st	EXAM 28
29	EXAM 29	1st	EXAM 29
30	EXAM 30	1st	EXAM 30
31	EXAM 31	1st	EXAM 31
32	EXAM 32	1st	EXAM 32
33	EXAM 33	1st	EXAM 33
34	EXAM 34	1st	EXAM 34
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36	EXAM 36	1st	EXAM 36
37	EXAM 37	1st	EXAM 37
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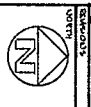


CABINET DETAIL



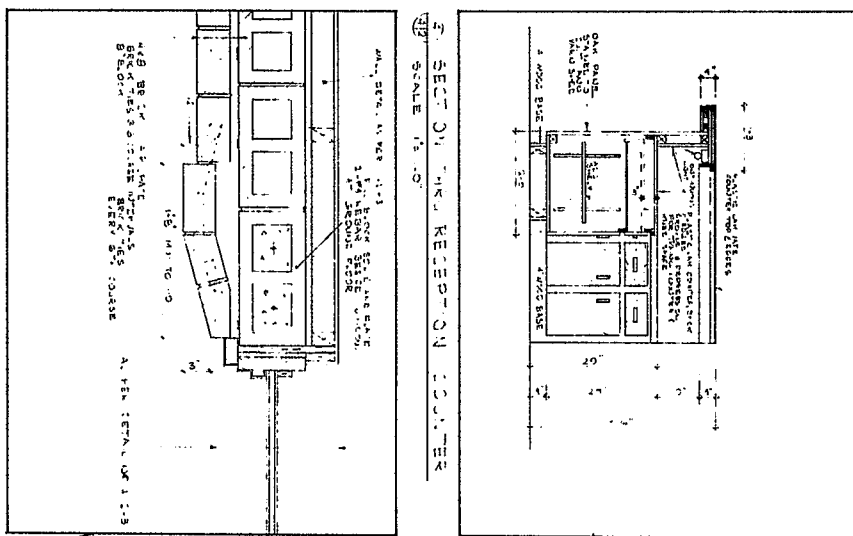
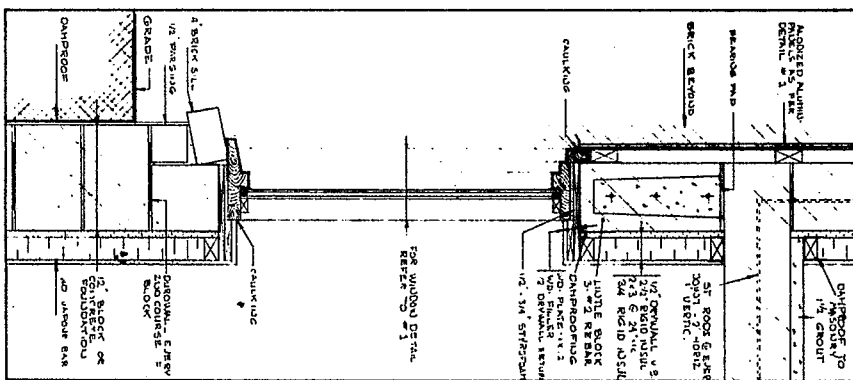
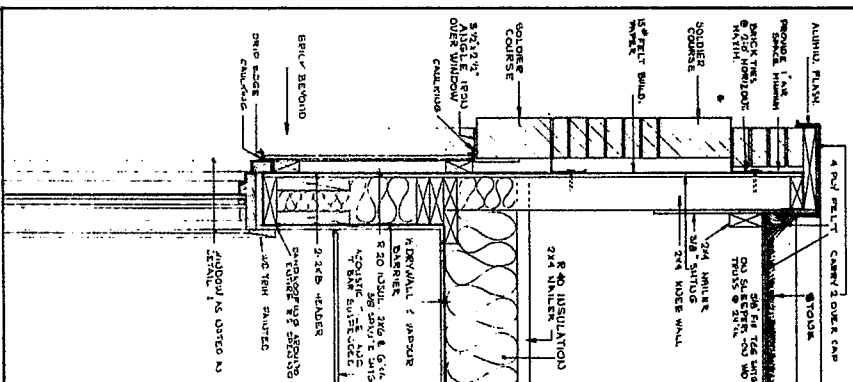
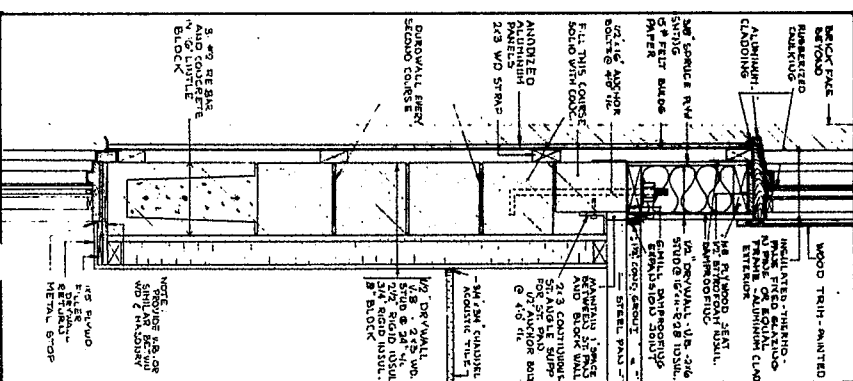
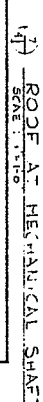
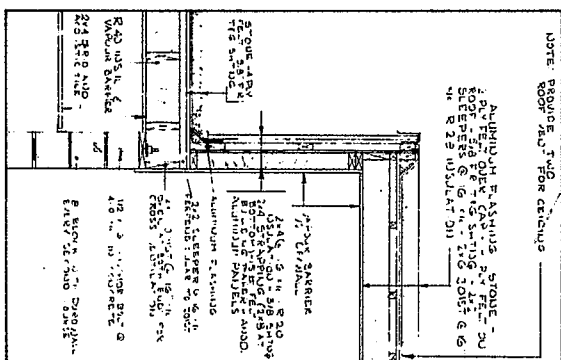
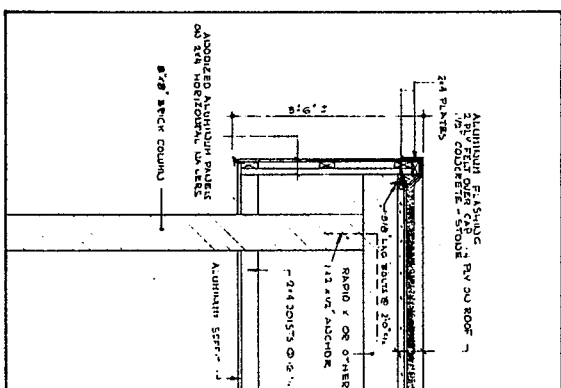
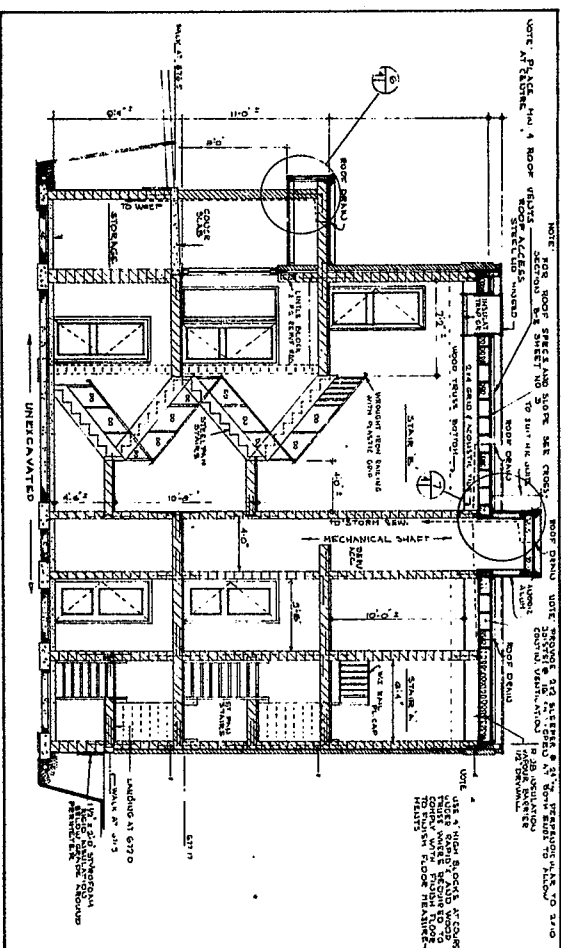
FIRST FLOOR PLAN DOOR SCHEDULE ROOM FINISH SCHEDULE

FOOTHILL MEDICAL OFFICE BUILDING



FOOTHILL MEDICAL OFFICE BUILDING

FOOTHILL MEDICAL OFFICE BUILDING

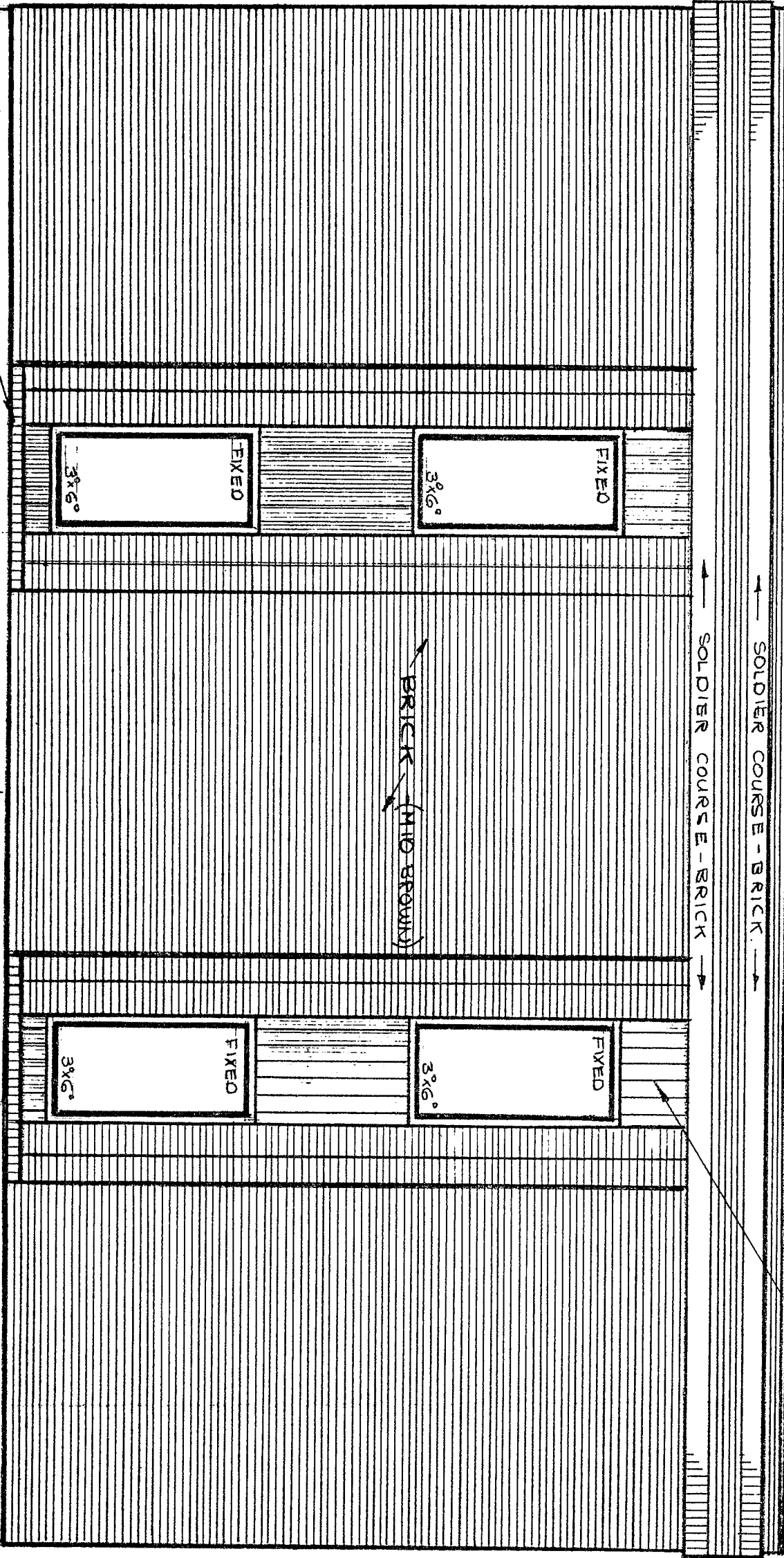
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24'-0" ±

SOUTH ELEVATION

BRICK SILL

EXPOSED CEMENT



DARK BROWN ALUMINUM FLASHING

DARK BROWN PAINT

HEAT/COOL UNIT

HEAT/COOL UNIT

ANODIZED ALUMINUM PANELS - DARK BROWN

5'-0" x 9'-0" x 4'-0" HIGH (MAX) - MECHANICAL SHAFT

GRADE

GRADE BELOW

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