

THIS AGREEMENT made in triplicate this 30TH day of
JUNE, 1980 A.D.

L. MASCHERETTI & V. MAZZUOCO,

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.

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 operating on the said lands a laundromat, in accordance with Schedule "B" attached hereto being a plot plan and building elevation of the development;

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 located in the Pelham Town Square. The system shall be 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 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 water-course improvements in accordance with the requirements of the Town Engineer from time to time.

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(c) The Owner shall pay to the Treasurer an impost fee in the sum of \$904.20 to cover the cost of storm drainage outlet from such area.

(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.

(3) BUILDING IMPROVEMENT:

(a) The Owner shall make improvements to the exterior facing of the building, which shall be repaired, painted and improved to the satisfaction of the Chief Building Official.

(b) The Owner shall construct a rear entrance to the building facing east, at a location satisfactory to the Chief Building Official. This entrance shall be accessible to all public areas of the laundromat.

(4) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, paved parking areas or structures capable of accommodating a minimum of eight (8) 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 and in accordance with specifications approved by the Town Engineer.

(c) The Owner shall, at its own expense, adequately light all driveways and parking areas with a 400 watt mercury vapour light, 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 #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 and to bring the said lands to a grade reasonably close to that of the Pelham Town Square so that easy accessibility is provided.

(b) The Owner shall, at its own expense, construct a retaining wall between the said lands and adjacent lands to the south, along the property line, in accordance with the requirements of the Town Engineer and in such a manner as to prevent erosion and land sliding.

(c) 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.

(d) The Owner shall remove all weeds and debris and plant with No. 1 Grade Merion Blue Grass, all land not required for building, parking or walkway.

(6) WATER:

(a) The Owner shall, at its own expense, construct and install all necessary connections to existing watermains and all internal water supply services necessary to serve the development. Such construction is to be in accordance with the requirements of and with specifications and a design approved by the Chief Building Official of the Town.

(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 Chief Building Official of the Town.

(7) SIDEWALK CONSTRUCTION:

(a) The Owner agrees that, in the event Council resolves to construct a sidewalk five (5) feet in width along the entire length of the easterly boundary of the lot described in Schedule "A" or any part of it, it will reimburse the Town for the entire cost of such construction. Such construction shall be in accordance with the Town's specifications for public sidewalks as are in force at that time.

(8) TIME ALLOWANCE FOR COMPLETION OF CONDITIONS:

(a) The Owner shall immediately commence construction or work on each of the items as mentioned in Clauses 1 to 7 inclusive with the provision that the Owner need not commence construction until September 1st., 1978 and have completed to the satisfaction of the Town, said construction or work by no later than May 31st., 1979, the following:

(i) paving of parking area - May 31st., 1979

(ii) construction of storm sewer system from property to municipal storm - September 30th., 1978

(iii) improvement to exterior of building as outlined in Clause 3 - May 31st., 1979

(9) REMOVAL OF ONE FOOT RESERVE:

(a) 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 easterly boundary of the property described in Schedule "A" as public highway, thereby permitting free and easy access to the parking lot.

(10) HOURS OF BUSINESS:

(a) The hours of business shall be as follows for the laundromat operation: 7:00 a.m. for opening and 10:00 p.m. for closing.

(11) GENERAL:

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

(b) 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 reasons of or on account of the construction, maintenance of 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.

(c) 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 case of emergency, have the right to enter on the said lands and, at the expense of the Owner, do any such work as contained therein, and further shall have the right to recover the cost thereof by action or in like manner as taxes.

(d) 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.

(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, condition 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 Owner and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Town of Pelham, and 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 officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED

- In the Presence of -

(THE CORPORATION OF THE TOWN OF PELHAM

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(MAYOR

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(CLERK

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(L. MASCHERETTI

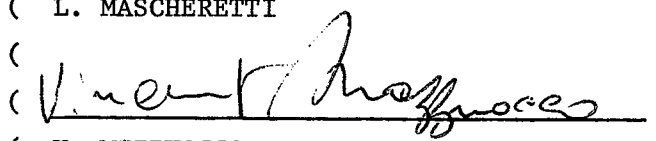
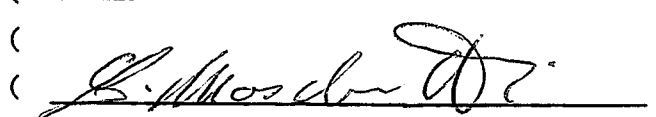
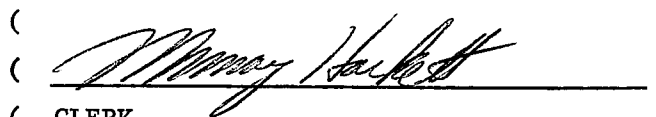
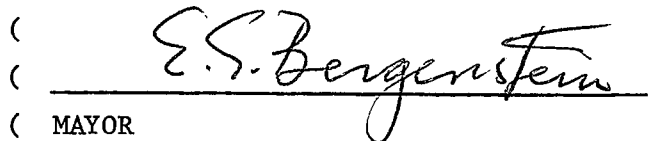
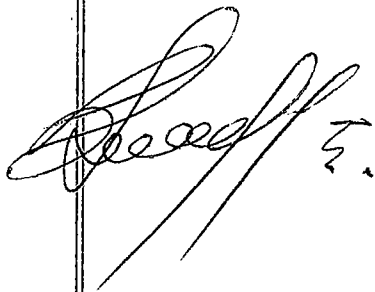
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(V. MAZZUCCO

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THE OWNER PURPORTS TO BE THE OWNER OF THE LANDS DESCRIBED AS PART LOT 29, REGISTERED PLAN 25, NOW KNOWN AS PLAN 717, IN THE FORMER VILLAGE OF FONTHILL, NOW BEING IN THE TOWN OF PELHAM, IN THE REGIONAL MUNICIPALITY OF NIAGARA

*J. M.
J. M.*