

THIS AGREEMENT made in duplicate the 16th day of July ,1980.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

and

BRA-JAN INVESTMENTS LIMITED, a corporation
incorporated under the laws of the Province of Ontario

Hereinafter referred to as the "Company"

WHEREAS the Company owns the lands and premises known as the Fonthill Shopping Centre (hereinafter referred to as the Centre) located on part of Block C Plan 717 for the Town of Pelham;

AND WHEREAS the Town owns the lands and premises to the south and west of the Centre, being Lot 26 and Part of Block C on Plan 717, and is desirous of developing these lands for public use;

AND WHEREAS presently the only public access route to the Town's lands is a public highway known as Pelham Town Square, which runs off South Pelham Street in the said Town;

AND WHEREAS the Town is desirous of increasing the public access to its lands;

AND WHEREAS presently, the only point of access to the Centre from a public highway is off King's Highway 20, on the northerly boundary of the Centre;

AND WHEREAS the Company is desirous of increasing the number of access points to its Centre and thereby increasing the Centre's traffic and customer flow;

AND WHEREAS it is the Town's intention and desire to create a public highway and thoroughfare, known for the purposes of this agreement as the South Connecting Road, parallel to and abutting the southerly boundary of the Company's lands as shown on attached Schedule A being those lands outlined in green;

AND WHEREAS both the Town and the Company for their mutual benefit, are desirous of establishing a point of access from the South Connecting Road, to the Centre, and thereby creating a right of access to the public, to and from the South Connecting Road and the Centre as shown on attached schedule A as those lands outlined in red;

AND WHEREAS both the Town and the Company are desirous of creating a public highway and thoroughfare, known for the purposes of this agreement as the North Connecting Road, which will be constructed at right angles to the westerly limit of the Company's lands as shown on attached Schedule A as those lands outlined in blue;

AND WHEREAS both the Town and the Company for their mutual benefit, are desirous of establishing a point of access from the North Connecting Road to the Centre, and thereby creating a right of pedestrian and vehicular access to the public, to and from the North Connecting Road and the Centre;

AND WHEREAS the parties intend that the creation of the aforementioned points of access will allow the public a limited thoroughfare between South Pelham Road and Highway 20 via the North or South Connecting Roads and the Centre;

NOW WITNESSETH that in consideration of the covenants and terms hereinafter referred to:

1. The Company hereby grants to the Town, for limited public use, a point of pedestrian and vehicular access to the Centre from the South Connecting Road at a point in the southerly boundary of the Centre, said point of access to be 24 feet in width and located at the most Southerly end of the road as described in paragraph 2 hereof;

2. The Company hereby covenants and agrees to construct a road 24 feet in width from the paved portion of the Centre to its southern boundary, to connect with the said point of access as referred to in paragraph 1 heretofore. The road shall be constructed to ~~at least~~ the "~~road~~ standards", which shall be in accordance with Schedule B attached hereto. The cost of this construction is to be borne solely by the Company. The road to be located on the lands outlined in red on attached Schedule A.

3. The Company hereby grants to the Town, for public use, a point of pedestrian and vehicular access to the Centre from the North Connecting Road, at a point in the westerly boundary of the Centre, said point of access to be 28 feet in width and located at the most Easterly end of the North Connecting Road as shown in blue on Schedule A attached hereto.

Jan 1964
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4. The Town hereby agrees and covenants to bear all costs and to be responsible for constructing, installing and maintaining the aforementioned points of access.

5. The Company hereby covenants and agrees to do nothing to reduce, impede, eliminate, or in any way block the aforementioned points of access.

6. The Company hereby acknowledges that by the granting of the aforementioned points of access by the Company that the Company is allowing the Town, for the use of the public, an irrevocable licence to use the marked access ways of the Centre parking lot for ingress, egress and regress, as a means of access for persons and vehicles of all kinds, between the public highways known as the North and South Connecting Roads and Highway 20.

7. And further that the Town will acquire no estate, right, title or interest in the lands by way of easement prescription or any other manner save and except as herein noted, and the fee in Company lands shall be and remain with the Company.

8. This agreement is binding upon the parties hereto, their heirs, assigns, administrators, successors and assigns.

IN WITNESS WHEREOF THE CORPORATION OF THE TOWN OF PELHAM and BRA-JAN INVESTMENTS LIMITED have hereunto affixed their corporate seals and duly attested by their proper officers in that regard.

SIGNED, SEALED AND DELIVERED)
In the presence of)

THE CORPORATION OF THE TOWN OF PELHAM
Per:

E.S. Bergenstein
Murray Hackett

BRA-JAN INVESTMENTS LIMITED
Per:

[Signature]
[Signature]

SCHEDULE "B"

ROAD STANDARDS

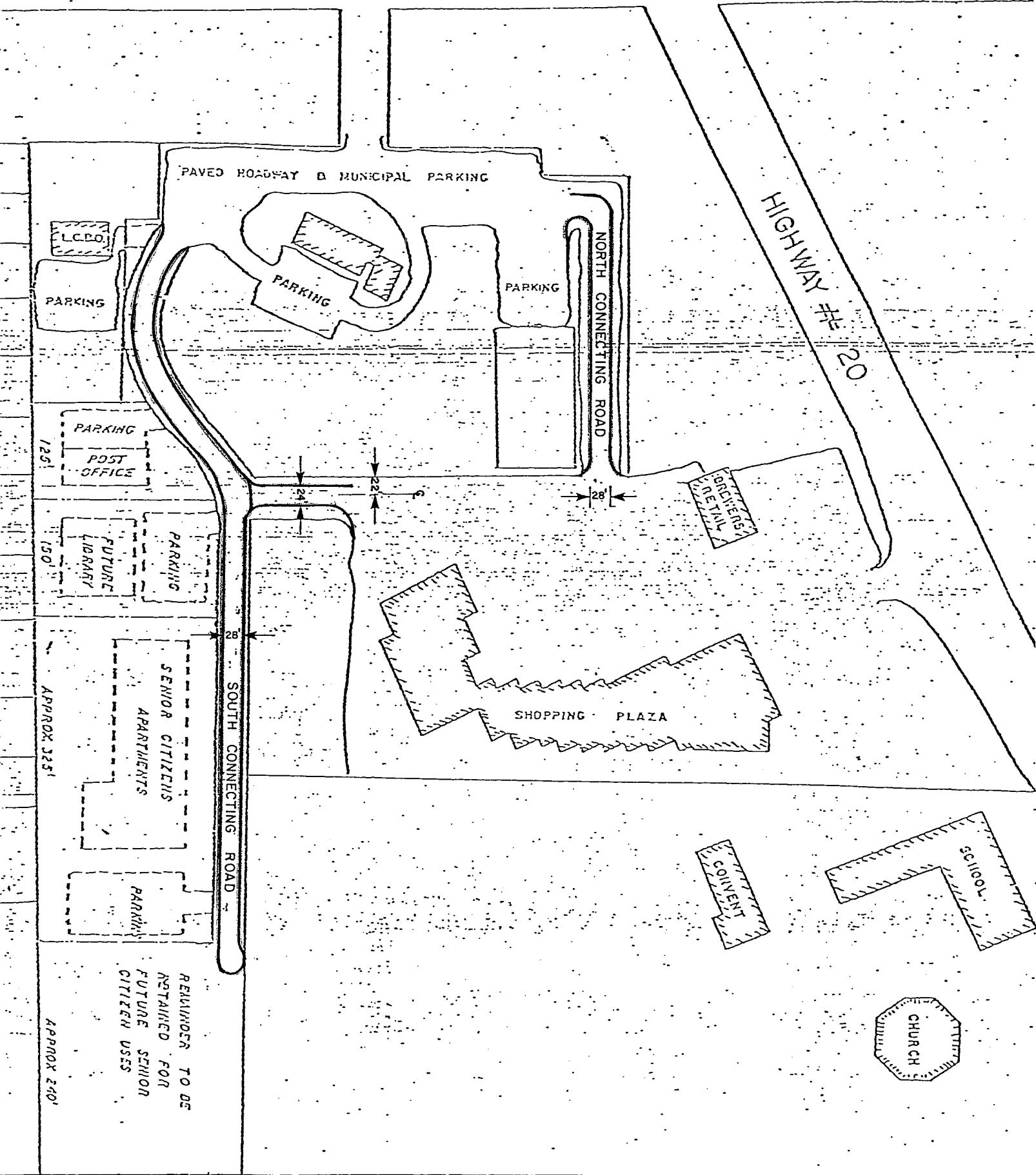
Road shall be as follows:

- (1) 4" granular B crushed stone base, graded and compacted.
- (2) On top of (1) there shall be 8" of granular A, graded and compacted.
- (3) On top of (2) there shall be 2" of HL6, hot mix base asphalt.
- (4) On top of (3) there shall be 1" of HL3A, hot mix asphalt topping.



SCHEDULE 'A'

PELHAM STREET



C. N. R. LANDS

STATION STREET

[Handwritten signature]



DATED: July 16th 1980

THE CORPORATION OF THE
TOWN OF PELHAM

- and -

BRA-JAN INVESTMENTS LIMITED

A G R E E M E N T

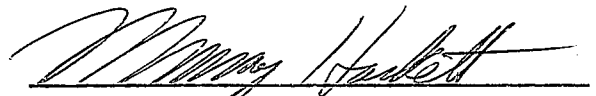
CHOWN, CAIRNS,
Barristers & Solicitors,
110 James St., P.O.Box 760,
ST. CATHARINES, Ontario.
L2R 6Y8

NOTICE OF SITE PLAN AGREEMENT

TAKE NOTICE that on the 16th day of July, 1980, A.D., Bra-Jan Investments Limited entered into a site plan agreement with the Corporation of the Town of Pelham which has the effect of restricting the use of the lands described in Schedule "A" attached hereto and forming part of this notice.

AND FURTHER TAKE NOTICE that the conditions, restrictions and covenants contained in the said site plan agreement may be examined at the office of the Clerk of the Corporation of the Town of Pelham, Pelham Municipal Building, Pelham Town Square, Fonthill, Ontario, in the original agreement which is attached to By-law #631 (1980) passed the 23rd day of July, 1980 A.D.

DATED at the Town of Pelham this 6th day of October, 1980 A.D.

A handwritten signature in dark ink, appearing to read 'Murray Hackett', is written over a horizontal line.

Murray Hackett, Clerk
The Corporation of the Town of Pelham

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 Village of Fonthill, County of Welland, being composed of Part of Block "C", according to Registered Plan Number 25, now known as Plan 717, for the said Village and more particularly described as follows:

COMMENCING at the north east corner of said Block "C";

THENCE South $65^{\circ}40'$ minutes west along the southerly limit of Canboro Road, 454.93 feet to an iron bar planted in the said southerly limit of Canboro Road, which point is the place of beginning of the parcel to be described;

THENCE South $2^{\circ}38'$ minutes 30 seconds west, 437.21 feet to an iron bar;

THENCE North $89^{\circ}34'$ minutes west, 267.77 feet to an iron bar;

THENCE North $24^{\circ}13'$ minutes 30 seconds west, 277.64 feet to a point in the southerly limit of the said Canboro Road;

THENCE North $65^{\circ}40'$ minutes east, 437 feet in and along the southerly limit of the said Canboro Road to the place of beginning and,

ALL AND SINGULAR, that certain parcel or tract of land situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the Village of Fonthill, County of Welland, being composed of Part of Block "C", as shown on Registered Plan Number 25, now known as Plan 717, for the said Village, more particularly described as follows:

PREMISING that the Northerly limit of the said Block "C" has a bearing of North $65^{\circ}40'$ minutes 00 seconds east, and relating all bearings herein thereto;

COMMENCING at a point distant 437.21 feet measured on a course of South $20^{\circ}38'$ minutes 30 seconds west from a point in the Northerly limit of the said Block "C", distant 454.93 feet measured south westerly there along from the north easterly corner of said Block "C";

THENCE South $2^{\circ}38'$ minutes 30 seconds west, a distance of 410.20 feet to a point;

THENCE North $87^{\circ}21'$ minutes 30 seconds west, a distance of 317.99 feet to a point;

THENCE North $0^{\circ}59'$ minutes 22 seconds east, a distance of 397.14 feet to a point;

THENCE South $89^{\circ}30'$ minutes 25 seconds east, a distance of 329.71 feet, more or less to the point of commencement.

#631 (1980)

DATED: October 6th, 1980

BRA-JAN INVESTMENTS LIMITED

361346

-and-

No.
Registry Division of Niagara South (No. 59)
I CERTIFY that ~~800~~ 1007 is ~~registered~~ ~~1007~~

Land
Registry Office
at Welland
Ontario.
Sharon Wilson
LAND REGISTRAR

THE CORPORATION OF THE TOWN
OF PELHAM

NOTICE OF SITE PLAN AGREEMENT

MURRAY HACKETT, CLERK
CORPORATION OF THE TOWN OF PELHAM
P.O. BOX 400,
FONTHILL, ONTARIO
L0S 1E0