

THIS AGREEMENT made in triplicate this 5th. day of August, 1980 A.D.

BETWEEN:

TOWN OF PELHAM NON PROFIT HOUSING CORPORATION,

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 described on Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of constructing on the said lands, one apartment complex, totalling 64 senior citizen residential units, in accordance with Schedule "B" attached hereto, being a plot plan and engineering drawing filed in the Office of the Town Building Inspector;

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 and outlet to adequately serve the development proposed on the lands described in Schedule "A" and as shown on Schedule "B" hereto attached, being engineering drawings filed in the Office of the Town Engineer. Construction of said storm sewer shall be in accordance with specifications and a design approved by the Town Engineer 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".

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(2) SANITARY SEWERS:

The Owner shall, at its own expense, construct a sanitary sewer system on the said lands, to adequately service each apartment unit, such construction to be in accordance with specifications and a design approved by the Town Engineer and as shown on Schedule "B". Further, the Owner shall 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) WATER:

(a) The Owner shall, at its own expense, construct and install all necessary connections to watermains, and all internal water supply services necessary to adequately serve each apartment complex located on the said lands, such construction to be in accordance with the requirements of and with specifications and a design approved by the Town Engineer, as shown on Schedule "B".

(b) The Owner shall at his own expense install one compound water meter in the building, in accordance with approval obtained from the Town Works Superintendent.

(c) 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 Town Plumbing Inspector.

(4) 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 landscaping plans approved by the Ministry of Housing and on file in the Office of the Town, adequately landscape, plant and maintain all the lands described on Schedule "A" attached hereto, and more particularly illustrated on Schedule "B", not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development. All landscaping to be completed within the first growing season following completion of construction.

(c) The minimum landscaping required shall be as shown on Schedule "B" attached hereto and as approved by the Ministry of Housing.

(5) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, and at such locations as shown on Schedule "B" parking areas or structures capable of accommodating not less than 0.4 parking spaces for motor vehicles for each apartment unit.

(b) The Owner shall, at its own expense, construct and maintain all driveways and internal roadways to serve the parking areas at such

locations as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.

(c) The Owner shall, at its own expense, adequately light all parking areas and driveways to ensure maximum safety, to the approval of the Town Building Inspector.

(6) GARBAGE DISPOSAL:

(a) The Owner shall, at all times provide adequate collection and disposal of garbage and sanitary refuse in accordance with the requirements and to the satisfaction of the Town Building Inspector. In the event of the failure to do so, the Town, its servants or agents, shall have the right to enter on the said lands, and, at the expense of the Owner, do such collections, etc. and further shall have the right to recover the cost thereof by action, or in like manner as municipal taxes.

(b) The Town agrees to join with the Owner and investigate with Robran Contracting Limited for an arrangement for the collection and disposal of garbage and sanitary refuse under the present Town contract with Robran Contracting Limited.

(7) FENCING:

The Owner agrees to construct fencing on the said lands, at such locations as shown on Schedule "B".

(8) SERVICE EASEMENTS:

(a) The Owner shall grant to the Town such service easements as required on the property for storm drainage purposes. Any drainage facilities constructed in these easements shall be piped systems out-letting into the municipal storm sewer system and all disturbed areas shall be restored to the original condition after construction of such system.

(9) SIDEWALKS:

(a) The Owner agrees to construct sidewalks on the property, as shown on Schedule "B", and in accordance with a design and specifications approved by the Town Engineer.

(10) HYDRO:

The Owner agrees to comply with all policies of the Pelham Hydro-Electric Commission, with regard to the supply of hydro service to the buildings.

(11) BUILDINGS AND SERVICES:

The Owner shall construct and the Town shall permit the construction of a 64 unit senior citizens complex in accordance with the plans as approved by the Ministry of Housing, the Town Building Inspector and Fire Inspector and attached to this agreement as Schedule "C".

(12) BUILDING PERMITS:

(a) No building permit will be issued for the development until proof of contracts for the following services are filed with the Town:

- (i) sanitary sewers and appurtenances complete
- (ii) waterworks complete
- (iii) drainage facilities sufficient, in the opinion of the Town Engineer, to provide safety and protection from undue inconvenience to the abutting property owners
- (iv) entranceway and internal roadways sufficient, in the opinion of the Town Engineer, to provide safety and protection from undue hazard

(b) No occupancy in the development shall be permitted, until so certified by letter from the Town Building Inspector.

(13) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Town, a maximum amount of Twelve Thousand, Eight Hundred Dollars (\$12,800.00) for the purpose of expanding and renewing services in the Town. This fund shall become payable to the Town upon issuance of a building permit.

(14) GENERAL:

(a) The Owner agrees that the final building plans will be to the satisfaction of the Town Building Official and the Town Fire Inspector in accordance with existing by-laws.

(b) The Owner will at all times during any construction on the lands described in Schedule "A" ensure that any mud, debris deposited on roadways, parking areas, or any Town owned lands 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 cleanup 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 of and from all losses, costs, damages, and injuries which the Town may suffer, be at or be put to for or by reason of or on account of the construction, maintenance or existence of any work done by the owners, 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 the buildings or otherwise prominently displayed, a notice indicating the ownership

of the said buildings, a mailing address and a telephone number of a person having authority to deal with all matters relating to the said buildings.

(f) 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.

(g) All requirements of this Agreement shall be completed within eighteen (18) months of its execution.

(h) Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to all of the by-laws of the Town.

(i) The covenants, agreements, conditions and understanding herein contained on the part of the Owner shall run with the land and shall be binding upon it and its successors and assigns as Owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the Province of Ontario.

(j) 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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(TOWN OF PELHAM NON PROFIT HOUSING

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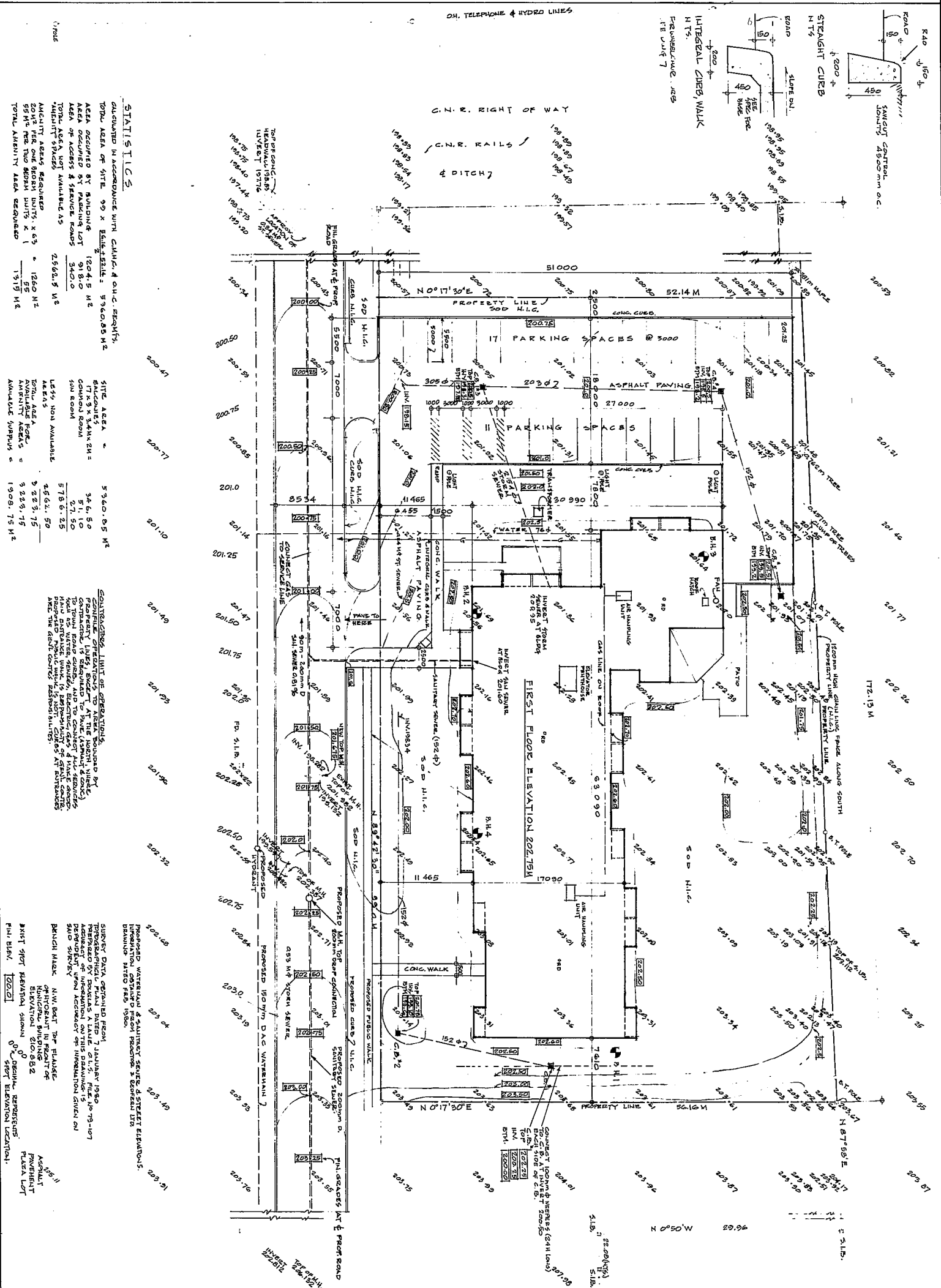
(SECRETARY

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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, being Part of Block C, Registered Plan No. 25, now known as Plan 717, in the former Village of Fonthill and as shown as Part 4 and Part 7 on a reference plan deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-3126.

S C H E D U L E " B "



7915	TOWN OF PELHAM SENIOR CITIZENS' RESIDENCE Fonthill Ontario
JANUARY 1980	
SCALE 1:200	
DRAWING NO. 1	

PLOT PLAN

ISSUED TO OH
FOR FINAL
APPROVAL.

REVISED
JUNE 1980
FOR TENDER

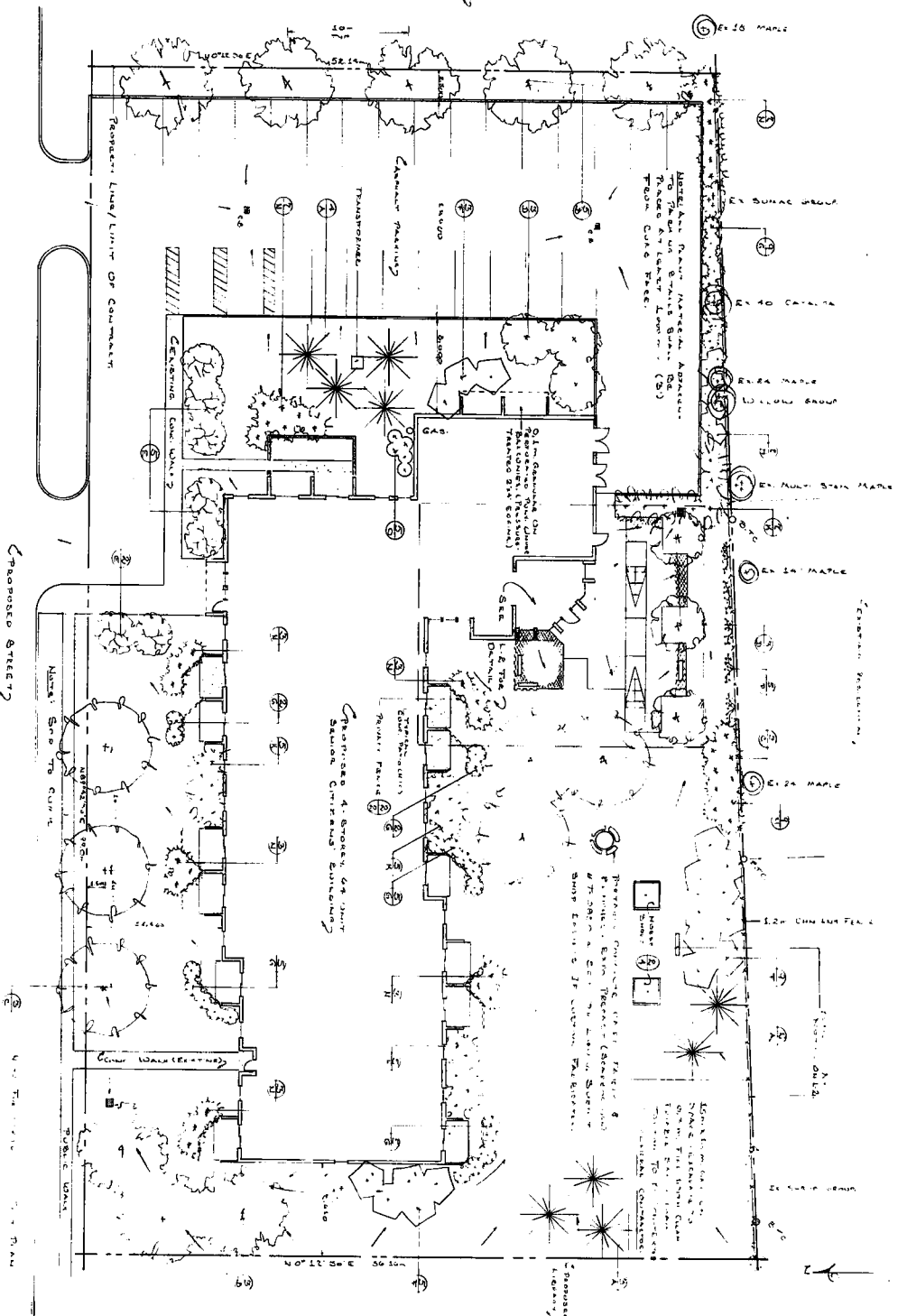
IRVINE T.
ARCHITECT

P.O. BOX 915
F O N T H I L L
ONTARIO LOS IEO
416 892-6206



SCHEDULE "B"

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