

THIS AGREEMENT made in triplicate this 4th. day of MAY , 1981 A.D.
BETWEEN:

MRS. IRENA BELL,

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 fish & chip outlet 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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(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) The Owner shall, at its own expense, cause to be constructed a 6 inch sanitary sewer lateral from the existing main to the property line, such construction to be in accordance with specifications and a design approved by the Works Superintendent of the Town of Pelham.

(3) HYDRO: -----

(a) 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".

(b) Without limiting the generality of the foregoing in any way the Official Plan of the Pelham Planning Area requires all new developments to be serviced by underground hydro service and this must be adhered to.

(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 ten (10) parking spaces to accommodate the retail area, each 9 feet by 18 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) Notwithstanding the above, the Owner shall cause all parking areas to be paved on or before the 30th. day of November, 1981 and shall carry out dust control on the area at all times prior to paving.

(d) 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.

(e) The Owner shall, at its own expense, sod or seed 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

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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 and attached hereto as Schedule "B", 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.

(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) BUILDING, SERVICES AND SIGNS: -----

(a) The Owner shall construct and the Town shall permit the construction of a one storey commercial building 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 _____ day of _____, 1981, 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, and shall be in accordance with Schedule "B" attached hereto.

(b) The Owner shall, at its own expense, obtain all necessary permits for building, plumbing and signs from the appropriate agencies or authorities.

(9) 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
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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) The Owner agrees that all necessary permits and requirements of the Ministry of Transportation & Communications will be secured and adhered to.

(e) 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.

(f) 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.

(g) 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.

(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 understandings 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.

(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 purchase or transferee.

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

(l) The Owner agrees that all buildings, services, grading, landscaping, and paving as required by this agreement and set out in Schedule "B" attached hereto shall be completed in their entirety on or before the 30th. day of November, 1981.

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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 -

(THE CORPORATION OF THE TOWN OF PELHAM

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MAYOR

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CLERK

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MRS. IRENA BELL

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S C H E D U L E

" A "

THOSE lands and premises located in the following municipality, namely:
in the Town of Pelham, in the Regional Municipality of Niagara, formerly
in the County of Welland;

And being composed of that Part of Lot 167, in the former Township of
Thorold, now designated as Part 3, according to a Plan of Survey of
Record, deposited in the Registry Office for the Registry Division of
Niagara South as Plan 59R-3176.

SAVE AND EXCEPT that portion of said Lot 167, now designated as Part 3,
according to a Plan of Survey or Record, deposited in the said Registry
Office as Plan 59R-3482.

SITE PLAN

CAN. NATIONAL RWT R.O.W.

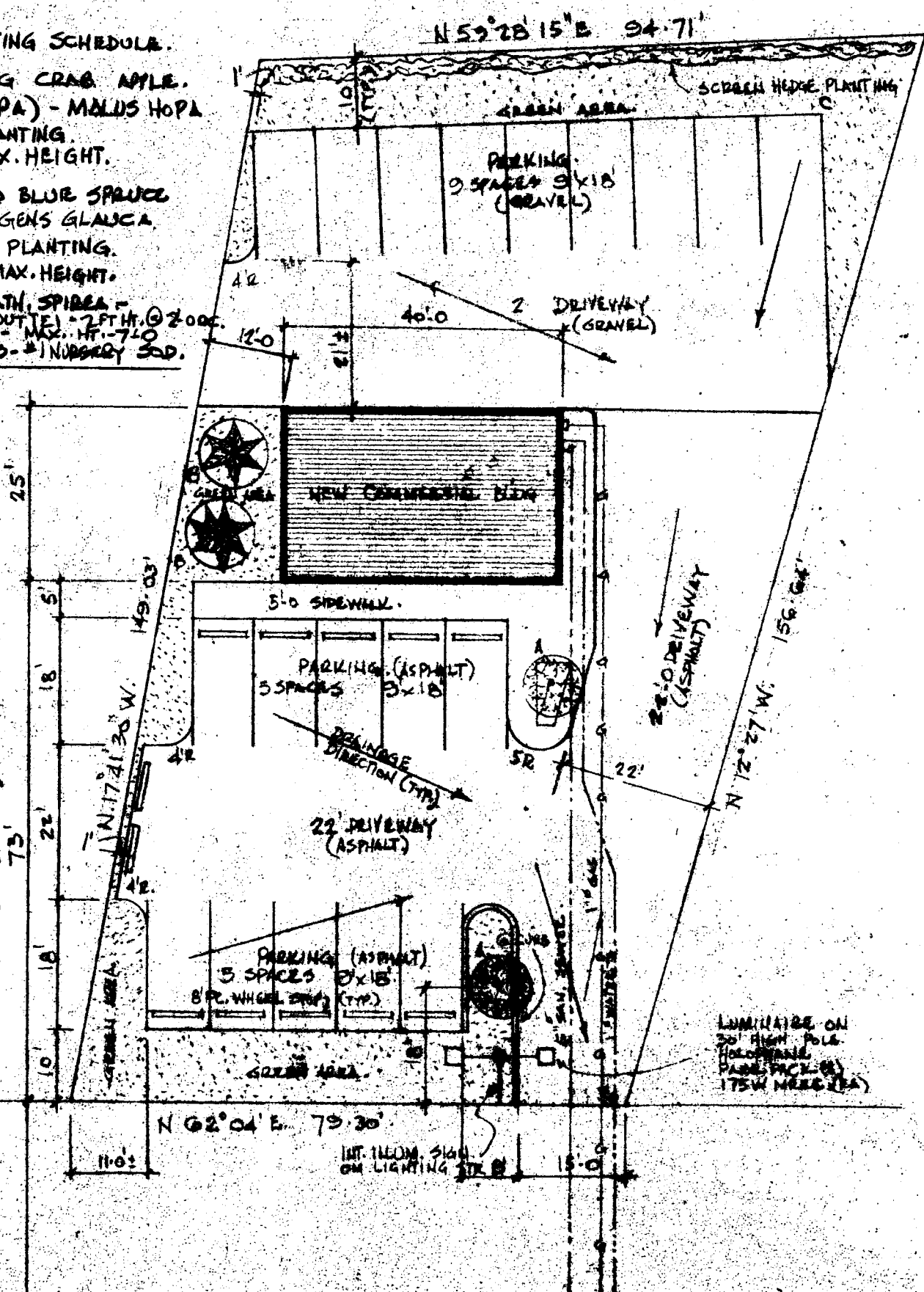
A - FLOWERING CRAB APPLE.
(PINK HOPA) - MALUS HOPA
6 FT. @ PLANTING.
15 FT. MAX. HEIGHT.

B - COLORADO BLUE SPRUCE
PICEA PUNGENS GLAUCA
3LO H AT PLANTING.
35LO H, MAX. HEIGHT.

C - BRIDAL WREATH, SPIREA -
SPIREA VAN HOUTTEI - 2 FT. HT. @ 200.
AT PLANTING - MAX. HT. - 7'0"

D - GREEN AREA 3 - #1 NURSERY 300.

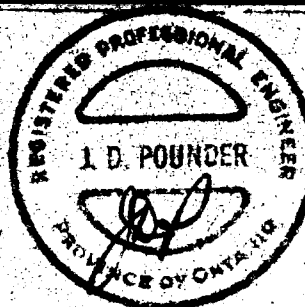
ITEM.	AREA SF.	AREA AC.	AREA S.M.	% COVERABLE
TOTAL LOT AREA	11152.1683	0.2560	1036.0364	100.0000
BUILDING AREA	1000.0000	0.0230	92.8000	8.9669
PAVED AREA	7530.8363	0.1729	699.6147	67.5280
GREEN AREA	2621.3380	0.0601	243.5217	23.5051



Consulting Engineers

8 WARRINGTON PLACE

ST. CATHARINES, ONTARIO - 416-935-7580



DEATH:
J. D. POWERS
DATE:
APRIL 30/81

SH. NO.

1N
1956

THE KINGS HIGHWAY NO. 20
(CANBORO 12D.)

