

THIS AGREEMENT made in triplicate this 14th. day of JUNE , 1982 A.D.  
BETWEEN:

MARK ELLIOTT,

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 carrying on business as custom wood-working shop in a new building on the lands and in accordance with Schedule "B" attached hereto being plot plans filed in the Office of the Town;

AND WHEREAS the Owner is desirous of constructing a home on the lands in accordance with Schedule "B" attached hereto being plot plans filed in the Office of the Town;

AND WHEREAS the Town has agreed to permit said business and home subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Fifteen (\$15.00) Dollars 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 DRAINAGE: -

(a) The Owner shall, at its own expense, adequately disperse all surface water from the property into the existing drainage systems in the area in accordance with the requirements of the Public Works Superintendent of the Town of Pelham.

(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 SEWAGE DISPOSAL: -

(a) The Owner shall, at its own expense, adequately dispose of all sanitary sewage to the satisfaction of the Niagara Regional Health Unit, if such disposal is required.

(3) PARKING & ACCESS: -

(a) The Owner shall, at his own expense, maintain a gravel driveway which will exit to Cream Street.

(b) The Owner, at its own expense, shall provide and at all times maintain on the said lands, gravel parking areas capable of accommodating a minimum of 3 parking spaces, each 9 feet by 18 feet for motor vehicles.

(4) LANDSCAPING: -

(a) The Owner, at its own expense, shall maintain all existing vegetation on the lot as shown on Schedule "B".

(b) The Owner, at its own expense, shall place such additional plantings as are shown on Schedule "B".

(c) The Owner further agrees that no trees will be planted within 13m (43 feet) of the centre line of the original road allowance.

(5) WATER: -

(a) The Owner, shall at its own expense, provide an adequate potable water supply to the operation, if required, to the satisfaction of the Niagara Regional Health Unit.

(6) BUILDING: -

(a) The Owner shall use and the Town shall permit the use of the new building on the lands described in Schedule "A" for a Custom woodworking shop in accordance with the requirements as set out in By-law #279 (1974), as amended, of the Town of Pelham.

(7) HOURS OF OPERATION: -

(a) The Owner agrees that any business carried on in the facilities on this property shall take place only between the hours of 08:00 and 22:00 of any day.

(8) SIGNS: -

(a) The Owner agrees that any sign to be erected on the property shall be in accordance with the Sign By-law #2705-80 of the Regional Municipality of Niagara and Sign By-law of the Town of Pelham and that all necessary permits for a sign will be obtained before erection of said sign.

(9) GENERAL: -

(a) 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 telephone number of a person having authority to deal with all matters relating to the said building.

(b) 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.

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

(d) The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon its successors and assigns as Owners and occupiers of the said lands from time to time.

(e) 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 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.

(f) Notice of this agreement shall be registered on the title to the lands in the Registry Office for the Registry Division of Niagara South.

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

SIGNED, SEALED & DELIVERED

- In the Presence of -

( THE CORPORATION OF THE TOWN OF PELHAM

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( E.G. Bergenstein

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( Murray Hallett

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( Mark Elliott

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E.R. Cunningham

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 11, Concession 14 (Part 1, Plan  
59R-2378), in the former Township of Pelham, now designated as Part 1,  
according to a Plan of Survey of Record, deposited in the Registry Office  
for the Registry Division of Niagara South as Plan 59R-3718.