

BETWEEN:

HIGH PARK SCHOOL OF PELHAM INCORPORATED,

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 the 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.
- (e) "TOWN BUILDING OFFICIAL" shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (f) "TOWN PLUMBING INSPECTOR" shall mean an Inspector appointed by the Corporation of the Town of Pelham for the purpose of inspecting all plumbing facilities within the Town of Pelham.
- (g) "TOWN WORKS SUPERINTENDENT" shall mean the Works Superintendent of the Corporation of the Town of Pelham.
- (h) "TOWN FIRE CHIEF" shall mean the Fire Chief of the Corporation of the Town of Pelham.
- (i) "RESIDENTIAL UNIT" shall mean a part or parts of a building suitable for human habitation.

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 a private school and dormitory facilities totalling the equivalent of 54 residential units; in accordance with Schedule "B" attached hereto, being a site plan filed in the Office of the Town Building Official;

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 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:

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(1) STORM SEWERS:

(a) The Owner shall, at its own expense, construct a storm sewer system and outlet on the said lands to adequately serve the development proposed on the lands described in Schedule "A" and as shown on Schedule "C" hereto attached, being grading and site servicing plan, filed in the office of the Town Building Official. 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".

(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, and as especially set out in the site plan. In the event that unforeseen storm drainage difficulties arise, the Owner agrees to carry out forthwith the work that the Town Engineers determine will alleviate any such difficulty.

(2) SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer system on the said lands to adequately service the development. Such construction to be in accordance with specifications and a design approved by the Town Engineer and as shown on Schedule "C". 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.

(b) The Owner agrees that the discharge of any water from the swimming pool located within the development shall only take place between the hours of 10:00 p.m. and 6:00 a.m. local time.

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(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 the development located on the said lands, such construction to be in accordance with the requirements of and with specifications and design approved by the Town Engineer, as shown on Schedule "C".

(b) The Owner shall, at its own expense, install one water meter for the development in accordance with the specifications and approval obtained from the Town Works Superintendent.

(c) The Owner shall comply with the Ontario Water Resources Commission Act, R.S.O. (1980), 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 a grading plan approved by the Town Engineer, attached hereto as Schedule "C" and in such a manner as to prevent ponding on the said lands and on lands adjacent thereto.

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(b) The Owner shall, at its own expense, and in accordance with plans on file in the Office of the Town, maintain existing vegetation on the lot where possible and adequately landscape, plant and maintain all the lands described on Schedule "A" attached hereto and more particularly illustrated on Schedule "D", not required for building, parking or entranceway so as at all times to provide effective green areas enhancing the general appearance of the development.

(c) The minimum landscaping required shall be as shown on Schedule "D" attached hereto.

(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 40 parking spaces for motor vehicles.

(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 Building Official.

(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 Official.

(d) The Owner shall, at its own expense and at all times, clear all parking areas within the proposed development of snow and ice in such a manner as to ensure the safety of the general public. The Owner further agrees not to deposit snow or ice on any public property or street.

(6) GARBAGE DISPOSAL:

The Owner shall, at all times, provide adequate private collection and disposal of garbage and sanitary refuse in accordance with the requirements of the Niagara Regional Health Unit and the by-laws of the Town of Pelham. 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 collection and disposal and further shall have the right to recover the cost thereof by action or in like manner as municipal taxes.

(7) SCREENING:

The Owner agrees to construct screening on the said lands at such locations and of such type as shown on Schedule "D".

(8) SERVICE EASEMENTS:

The Owner shall grant to the Town any service easements which may be required to service the development.

(9) SIDEWALKS:

The Owner agrees that, in the event that sidewalks become necessary along any boundary of the lands described in Schedule "A" or any part

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The Owner agrees to comply with all policies of Ontario Hydro with regards to the supply of hydro service to the buildings.

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(b) The Owner further agrees to provide the indoor swimming pool as shown on Schedule "B" and additional playing fields to provide for the recreational needs of the development and its inhabitants on or before September 1, 1983.

(12) BUILDING PERMITS:

(a) No demolition or construction will be permitted on the lands described in Schedule "A" without the prior approval of the Town Building Official. All plans and specifications must be prepared and submitted in accordance with the requirements of the Ontario Building Code Act and regulations.

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

(13) EXPANSION AND RENEWAL FUND:

The Owner shall pay the Town a maximum amount of Fifty Six Thousand, Nine Hundred and Seventy Dollars for the purpose of expanding and renewing services in the Town. This fund shall be payable in two stages: the amount of Ten Thousand Dollars (\$10,000.00) shall be payable upon the signing of this agreement and the remaining amount of Forty Six Thousand, Nine Hundred and Seventy Dollars (\$46,970.00) shall become payable before any occupancy of building will be permitted.

(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 Chief in accordance with existing by-laws.

(b) The Owner will at all times indemnify and save harmless the Town of and from all actions, claims, demands, losses, costs, damages and injuries which the Town may suffer or be put to for or

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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", including, without limiting the generality of the foregoing, the costs as between a solicitor and his client, defending any such claim or action. Such indemnity shall constitute a first lien and charge on the said lands of the Owner in like manner as taxes.

(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 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.

(d) The Owner shall, at all times, keep posted or otherwise prominently displayed in such a manner as to be visible from the outside, 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.

(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, conditions and understandings 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 Town of Pelham and the Regional Municipality of Niagara.

(h) If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of the agreement and all covenants are declared to be separate and distinct covenants. The forgiveness by the Town of any breach of any covenant or provision herein, shall not estop the Town from insisting upon the due performance of any and all other provisions of the agreement.

(i) The Owner and the Town agree that, at the cost of the Owner, this agreement shall be registered against the lands described in Schedule "A" to this agreement.

(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.

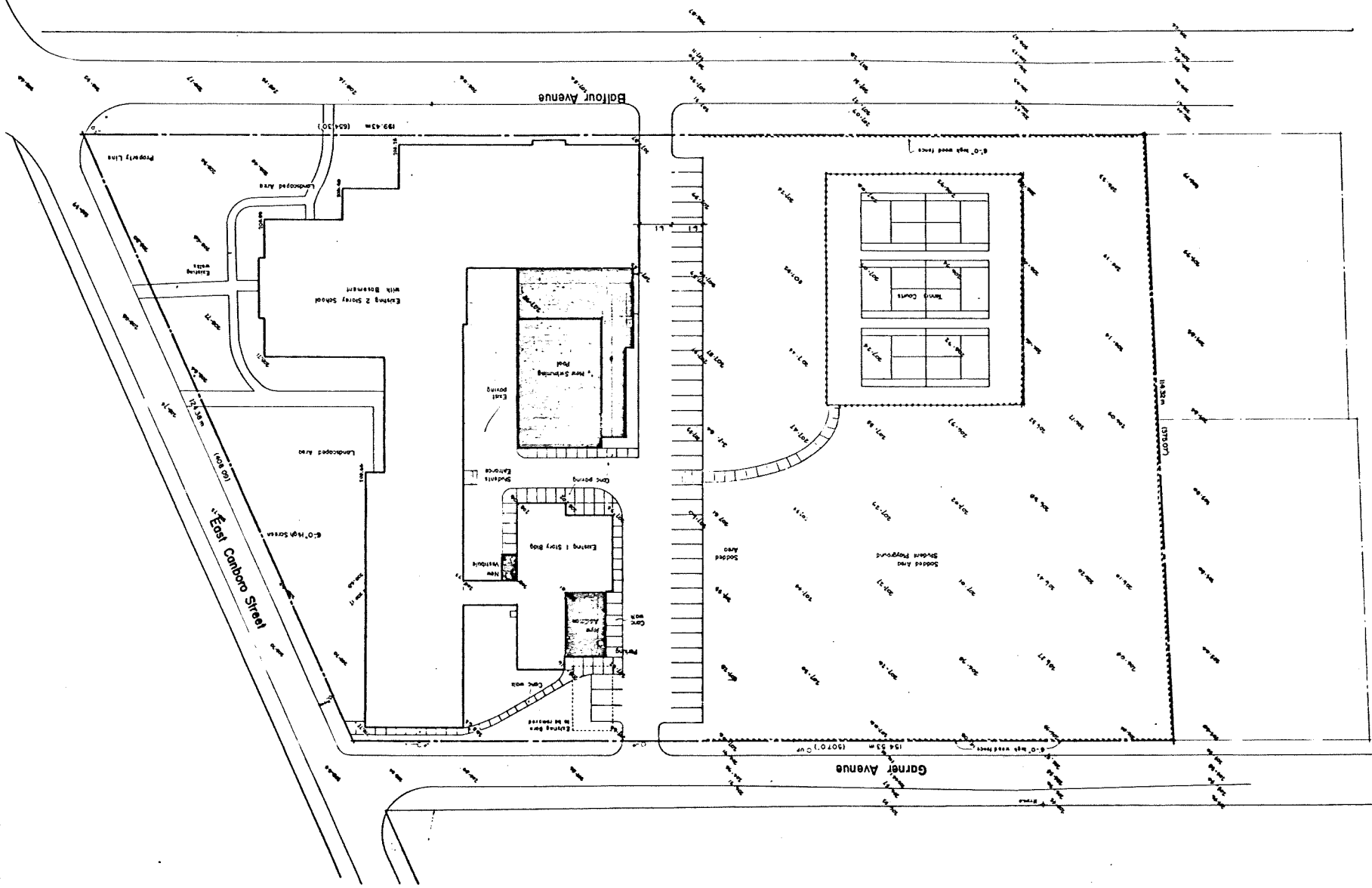
cont'd.....

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 and being composed of parts of Lots 16, and 17 and Lots 19 and 20 according to registered Plan 16 for the Township of Pelham, now known as Plan 703, and designated as Part 1 on a Reference Plan deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-1595 (Lots 19 and 20 on South side of East Canboro St. and Pt. Lot 16 on the west side of Balfour and Part Lot 17 on the east side of Garner Avenue.)

SAVE AND EXCEPT thereout and therefrom Part of Lot 16 west side of Balfour Avenue and part of Lot 17, east side of Garner Avenue and Lots 19 and 20 South side of East Canboro Street registered Plan 16 now known as Plan 703 more particularly shown as Parts 1 and 2 on Reference Plan filed as No. 59R-3189

"B"
SCHEDULE



GENERAL NOTE: This drawing should be read in conjunction with Drawing SS-1 showing grading and site servicing and Driveway L, including the landscaping.

Information on this drawing was taken from Survey of Plot 1, Lots 19 & 20 and Survey of East Gateway St, Lots 19 & 20 and Survey of Hwy 1, Lot 17. The following information was taken from the Survey of Hwy 1, Lots 19 & 20 and Survey of East Gateway St, Lots 19 & 20 and Survey of Hwy 1, Lot 17.

Prepared by C. Chivers, June 29 & 30 1978
Reviewed by H. Rogers, June 29 & 30 1978
Drawn by C. Chivers, June 29 & 30 1978

Note: This Site Plan is in Metric measurements.

[illegible]

High Park School

East College St.
Pitts., ON.

Site Plan

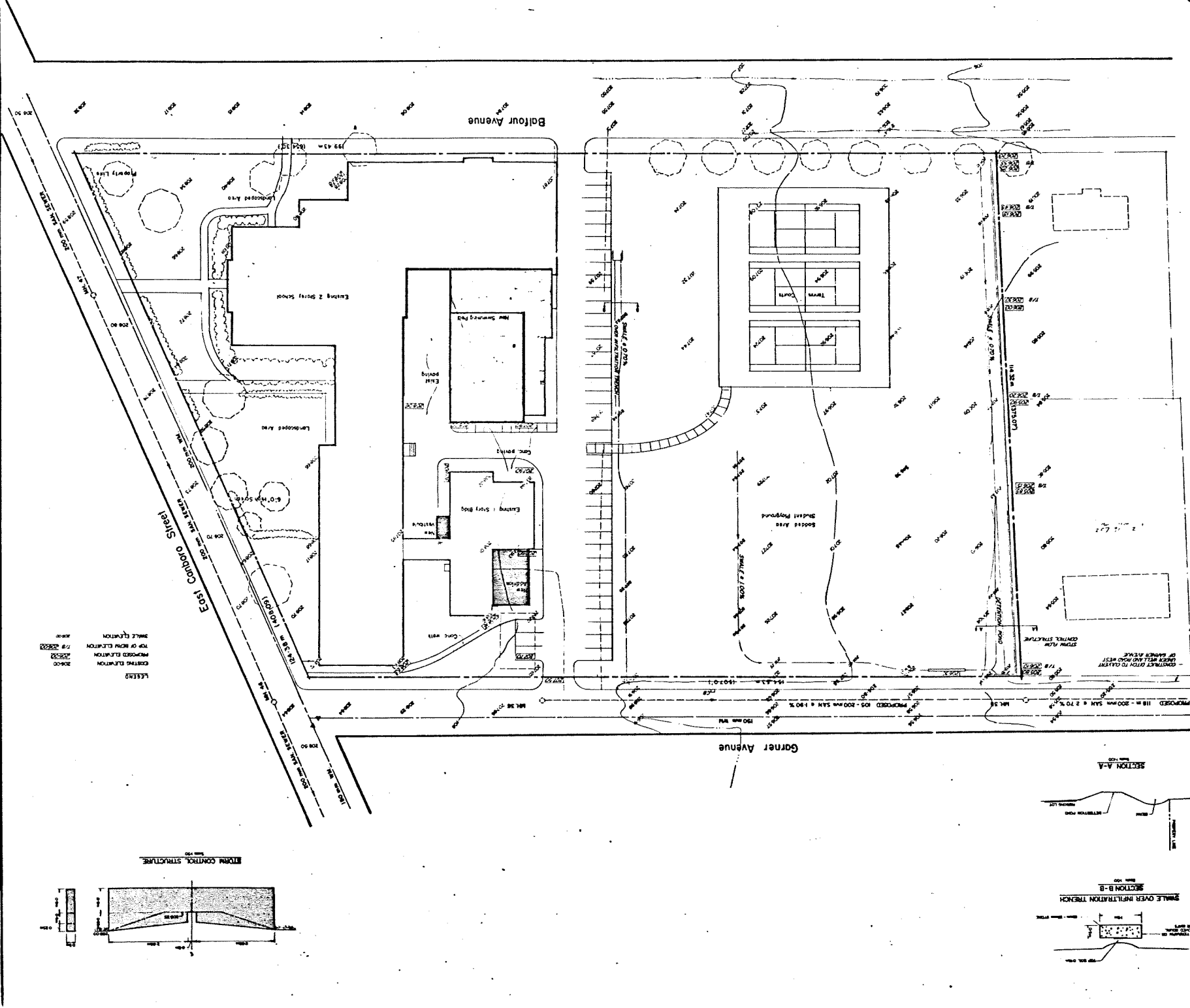
[illegible]

BORIS A.
LEBEDINSKY,
ARCHITECT.

4195 DUNDAS STREET WEST
TORONTO, ONTARIO M3J 1Y4
TELEPHONE (416) 238-8903 OR 238-7408

A-1			
The 1010		The 1010	
1010	1010	1010	
1010	1010	1010	

SCHEDULE "C"

[illegible]

SCHEDULE "D"

PRELIMINARY.



1986-B-2			
DUMAS		MEMBERSHIP BOARD OF THE SERVICE	
10 DEC 19	1986	10 DEC 19	1986
10 DEC 19	1986	10 DEC 19	1986

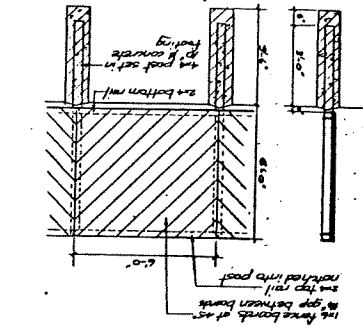
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High Park School of Pelham

Landscaping Plan

1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved.

BORIS A. LEBEDINSKY, ARCHITECT,
1935 Dundas Street West
Toronto, Ontario M6H 1Y4

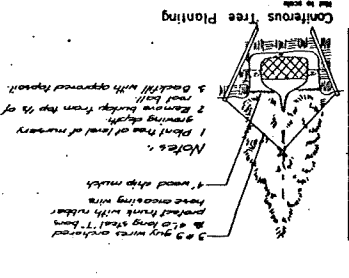
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Tree Planting

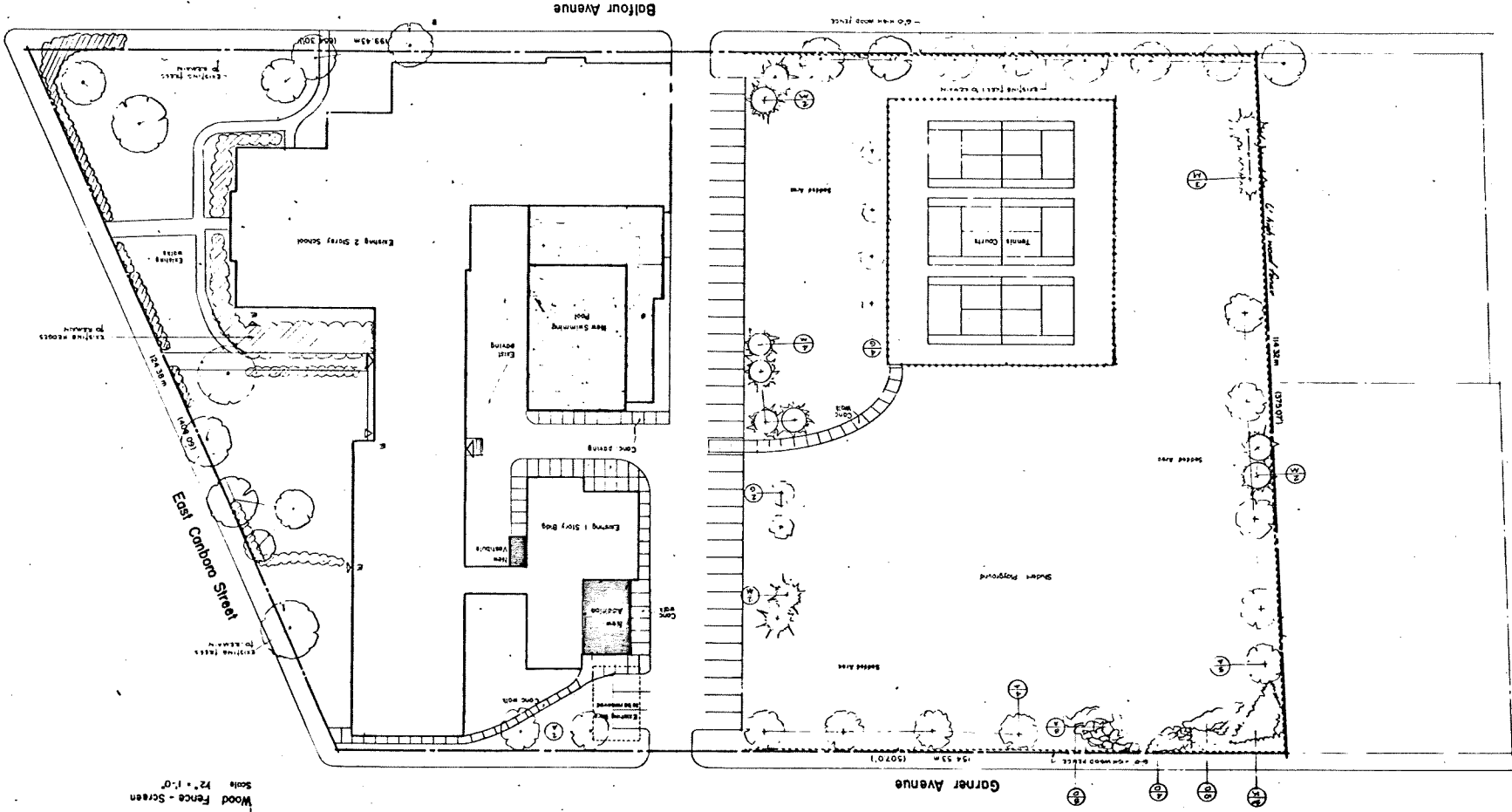
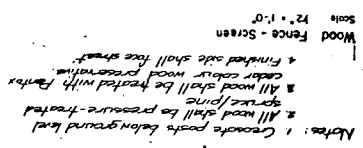
1. **Form 3 layers** structure white
2. **Protect this** of level of injury
3. **Remove bark** from 1/3 of bark
4. **Get rid** with approved layer all
5. **Set stakes** min. 2' depth in ground

Notes

- 1. **wood chip mulch**
- 2. **wood chip wrap**
- 3. **through rubber hose** to support tree
- 4. **filled to receive 3/4 wire threaded**
- 5. **2" x 4" pole 10' long and**



KEY	COMMON NAME	SCIENTIFIC NAME
A	Red palmated grebe	<i>Phalacrocorax lobatus</i>
B	Great egret	<i>Ardea herodias</i>
C	Black-necked stilts	<i>Himantopus mexicanus</i>
D	Black-necked stilt	<i>Himantopus mexicanus</i>
E	Black-necked stilt	<i>Himantopus mexicanus</i>
F	Black-necked stilt	<i>Himantopus mexicanus</i>
G	Black-necked stilt	<i>Himantopus mexicanus</i>
H	Black-necked stilt	<i>Himantopus mexicanus</i>
I	Black-necked stilt	<i>Himantopus mexicanus</i>
J	Black-necked stilt	<i>Himantopus mexicanus</i>
K	Black-necked stilt	<i>Himantopus mexicanus</i>
L	Black-necked stilt	<i>Himantopus mexicanus</i>
M	Black-necked stilt	<i>Himantopus mexicanus</i>
N	Black-necked stilt	<i>Himantopus mexicanus</i>
O	Black-necked stilt	<i>Himantopus mexicanus</i>
P	Black-necked stilt	<i>Himantopus mexicanus</i>
Q	Black-necked stilt	<i>Himantopus mexicanus</i>
R	Black-necked stilt	<i>Himantopus mexicanus</i>
S	Black-necked stilt	<i>Himantopus mexicanus</i>
T	Black-necked stilt	<i>Himantopus mexicanus</i>
U	Black-necked stilt	<i>Himantopus mexicanus</i>
V	Black-necked stilt	<i>Himantopus mexicanus</i>
W	Black-necked stilt	<i>Himantopus mexicanus</i>
X	Black-necked stilt	<i>Himantopus mexicanus</i>
Y	Black-necked stilt	<i>Himantopus mexicanus</i>
Z	Black-necked stilt	<i>Himantopus mexicanus</i>



DATED: July 2, 1982 A.D.

HIGH PARK SCHOOL OF PELHAM
INCORPORATED

and

THE CORPORATION OF THE TOWN
OR PELHAM

SITE PLAN AGREEMENT

M. HACKETT, CLERK-CO-ORDINATOR
CORPORATION OF THE
TOWN OF PELHAM
P.O. BOX 400,
FONTHILL, ONTARIO
LOS 1E0

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Hereinafter called the "Owner",

OF THE FIRST PART

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cont'd.....

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 AND DELIVERED

(THE CORPORATION OF THE TOWN OF PELHAM

- In the Presence of -

()
() E.S. Bergsten
() MAYOR

MAYOR

()
()
()

CLERK

HIGH PARK SCHOOL OF PELHAM INCORPORATED

(HIGH PARK SCHOOL OF PELHAM INCORPORATED

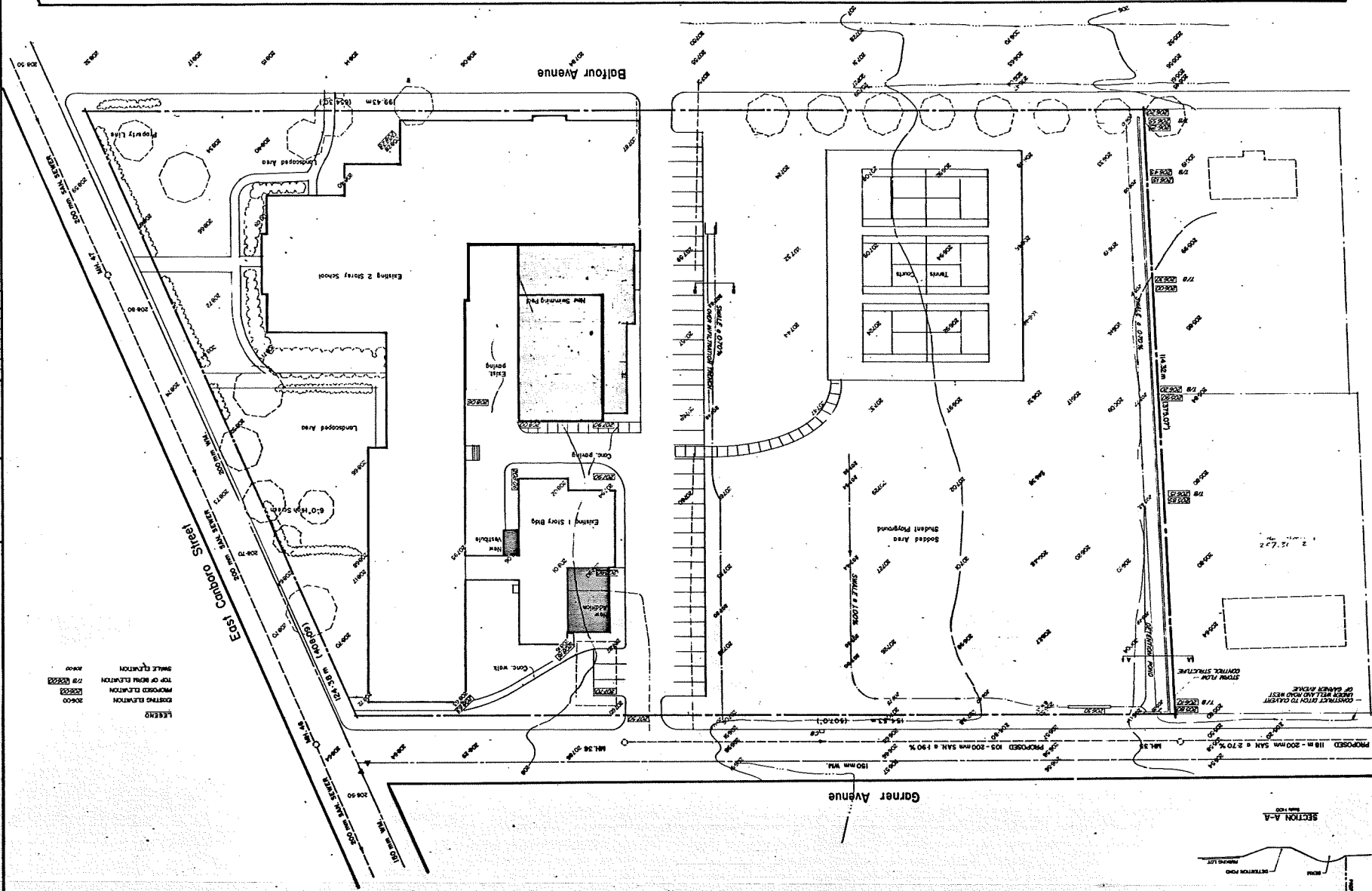
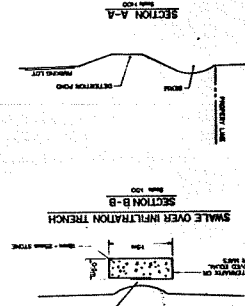
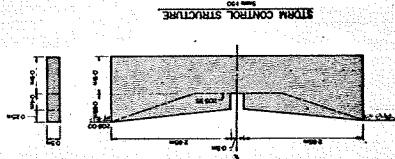
SCHEDULE "A"

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 and being composed of parts of Lots 16, and 17 and Lots 19 and 20 according to registered Plan 16 for the Township of Pelham, now known as Plan 703, and designated as Part 1 on a Reference Plan deposited in the Registry Office for the Registry Division of Niagara South as Plan 59R-1595 (Lots 19 and 20 on South side of East Canboro St. and Pt. Lot 16 on the west side of Balfour and Part Lot 17 on the east side of Garner Avenue.)

SAVE AND EXCEPT thereout and therefrom Part of Lot 16 west side of Balfour Avenue and part of Lot 17, east side of Garner Avenue and Lots 19 and 20 South side of East Canboro Street registered Plan 16 now known as Plan 703 more particularly shown as Parts 1 and 2 on Reference Plan filed as No. 59R-3189

SCHEDULE
"C"

PRELIMINARY



Q4	Q3	Revenue	Q4
1	2	SALES PERSONNEL ANALYSTS	1

CH	14 DEC. 81	approved	14 DEC. 81	N V	drawn
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220 Avenue Bayview
L7T 4J5
Ontario
Landscaping Services
Consulting Engineers
Planners
Architects



High Park School of Pelham
Prepared Alternates And Additions To
East Condores St.
Pelham, Ont.

The above controller was checked and found to be satisfactory and was used for comparison purposes.

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BORIS A. LEBEDINSKY, ARCHITECT.
4195 Dundas Street West
Toronto, Ontario M3J 1Y4
Telephone (416) 239-5503 or 239-7408

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100 100		



4195 Dundas Street West
Toronto, Ontario M3J 1Y4
Telephone (416) 239-5903 or 239-7408

BOBIS A.
LEBEDINSKY,
ARCHITECT.

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ARCHITECT
BOBIS A. LEBEDINSKY
4195 DUNDAS STREET WEST
TORONTO, ONTARIO M3J 1Y4
PHONE (416) 239-5903
FAX (416) 239-7408

DATE: 1998
REVISED: 1/2000
BY: [Signature]

PROJECT NAME
High Park School Addition
East Canboro St. Parkland, Ont.

NO. []
REVISED []
DATE BY []

DATE: 1998-08-2
BY: J.A.J. []
REVISED: []
DATE: []

DATE: []
BY: []
REVISED: []
DATE: []

LOCATION OF LANDSCAPE ARCHITECT'S WORK
1500 Avenue Road, Toronto, Ontario M5T 4J5

DATE: []
BY: []
REVISED: []
DATE: []

LANDSCAPE PLAN

DATE: []
BY: []
REVISED: []
DATE: []

PRELIMINARY

DATE: []
BY: []
REVISED: []
DATE: []

Notes:

1. Create posts below ground level.
2. All wood shall be pressure-treated spruce/pine.
3. All wood shall be treated with Fomox.
4. Finished side shall face street.

Wood Fence - Screen
Scale 1/2" = 1'-0"

Tree Planting
Not to scale

Notes:

1. Plant trees of level of nursery.
2. Remove burr from top 1/2 of growing length.
3. Remove burr from top 1/2 of root ball.
4. Backfill with approved topsoil.
5. 3" x 6" x 12" stakes with 2' depth in ground.
6. 1" x 6" x 12" stakes with 2' depth in ground.
7. 1" x 6" x 12" stakes with 2' depth in ground.
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Key

KEY	NO.	COMMON NAME	SCIENTIFIC NAME
1	1	Red maple	<i>Acer rubrum</i>
2	2	White pine	<i>Pinus strobus</i>
3	3	Black locust	<i>Rhus glabra</i>
4	4	Boxwood	<i>Buxus sempervirens</i>
5	5	Yew	<i>Taxus canadensis</i>
6	6	Juniper	<i>Juniperus horizontalis</i>
7	7	Thuja	<i>Thuja occidentalis</i>
8	8	Arbutus	<i>Arbutus menziesii</i>
9	9	Hamamelis	<i>Hamamelis virginica</i>
10	10	Prunella	<i>Prunella virginiana</i>
11	11	Spirea	<i>Spirea alba</i>
12	12	Hydrangea	<i>Hydrangea arborescens</i>
13	13	Philadelphus	<i>Philadelphus coronarius</i>
14	14	Deutzia	<i>Deutzia scabra</i>
15	15	Abelia	<i>Abelia chinensis</i>
16	16	Euonymus	<i>Euonymus alatus</i>
17	17	Alnus	<i>Alnus incana</i>
18	18	Corylus	<i>Corylus cornuta</i>
19	19	Quercus	<i>Quercus prinus</i>
20	20	Castanea	<i>Castanea pumila</i>
21	21	Liquidambar	<i>Liquidambar styraciflua</i>
22	22	Fraxinus	<i>Fraxinus americana</i>
23	23	Salix	<i>Salix nigra</i>
24	24	Picea	<i>Picea canadensis</i>
25	25	Abies	<i>Abies balsamea</i>
26	26	Thuja	<i>Thuja occidentalis</i>
27	27	Juniper	<i>Juniperus horizontalis</i>
28	28	Yew	<i>Taxus canadensis</i>
29	29	Black locust	<i>Rhus glabra</i>
30	30	Boxwood	<i>Buxus sempervirens</i>
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100	100	Yew	<i>Taxus canadensis</i>

PLANT LIST

DATED: July 2, 1982 A.D.

HIGH PARK SCHOOL OF PELHAM
INCORPORATED

and

THE CORPORATION OF THE TOWN
OR PELHAM

SITE PLAN AGREEMENT

M. HACKETT, CLERK-CO-ORDINATOR
CORPORATION OF THE
TOWN OF PELHAM
P.O. BOX 400,
FONTHILL, ONTARIO
L0S 1E0