

THIS AGREEMENT made in triplicate this 23 day of August, 1982.

B E T W E E N :

NIAGARA CREDIT UNION LTD.

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 Credit Union in accordance with Schedule "B" attached hereto being plot plans and elevations filed in the Office of the Town;

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" attached hereto.

(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.

(c) In addition to the foregoing, the Owner shall pay to the Treasurer a fee of \$3,778.25 to cover the cost of the storm drainage from such area. Receipt of which is hereby acknowledged by the Corporation of the Town of Pelham.

(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 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.

(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 thirty-three (33) parking spaces to accommodate the Development, each 2.75 m. by 5.5 m., for motor vehicles to specifications approved by the Town. One (1) such space will be marked and reserved for Handicapped persons.

(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 to serve the said parking areas at such locations and in accordance with the specifications approved by the Town 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) 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 and signed by the Parties hereto.

(d) The Owner shall, at its own expense, plant 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 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 plans on file in the Office of the Town, 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, said landscaping plans to be developed in co-ordination with the overall master plan for the municipal core area.

(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, 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.

(c) The Owner shall pay to the Town the required fee for a water meter and shall cause same to be installed by its plumber at its own expense.

(7) SIDEWALKS: -----

(a) The Owner shall, at its own expense, construct and maintain sidewalks within the development according to Schedule "B".

(b) In the event that any existing municipal or regional sidewalks are damaged during construction, the Owner shall, at its own expense, repair such sidewalks to the satisfaction of the Town.

(8) BUILDING AND SERVICES: -----

(a) The Owner shall construct and the Town shall permit the construction of a one storey Credit Union 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 23 day of August, 1982, 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.

(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 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 of the provisions contained in Paragraphs 1 to 8, both inclusive, and Schedule "B" to this Agreement shall be completed in their entirety on or before the 31st day of October, 1983.

(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 purchaser or transferee.

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

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

) E.S. Bergensten  
) MAYOR

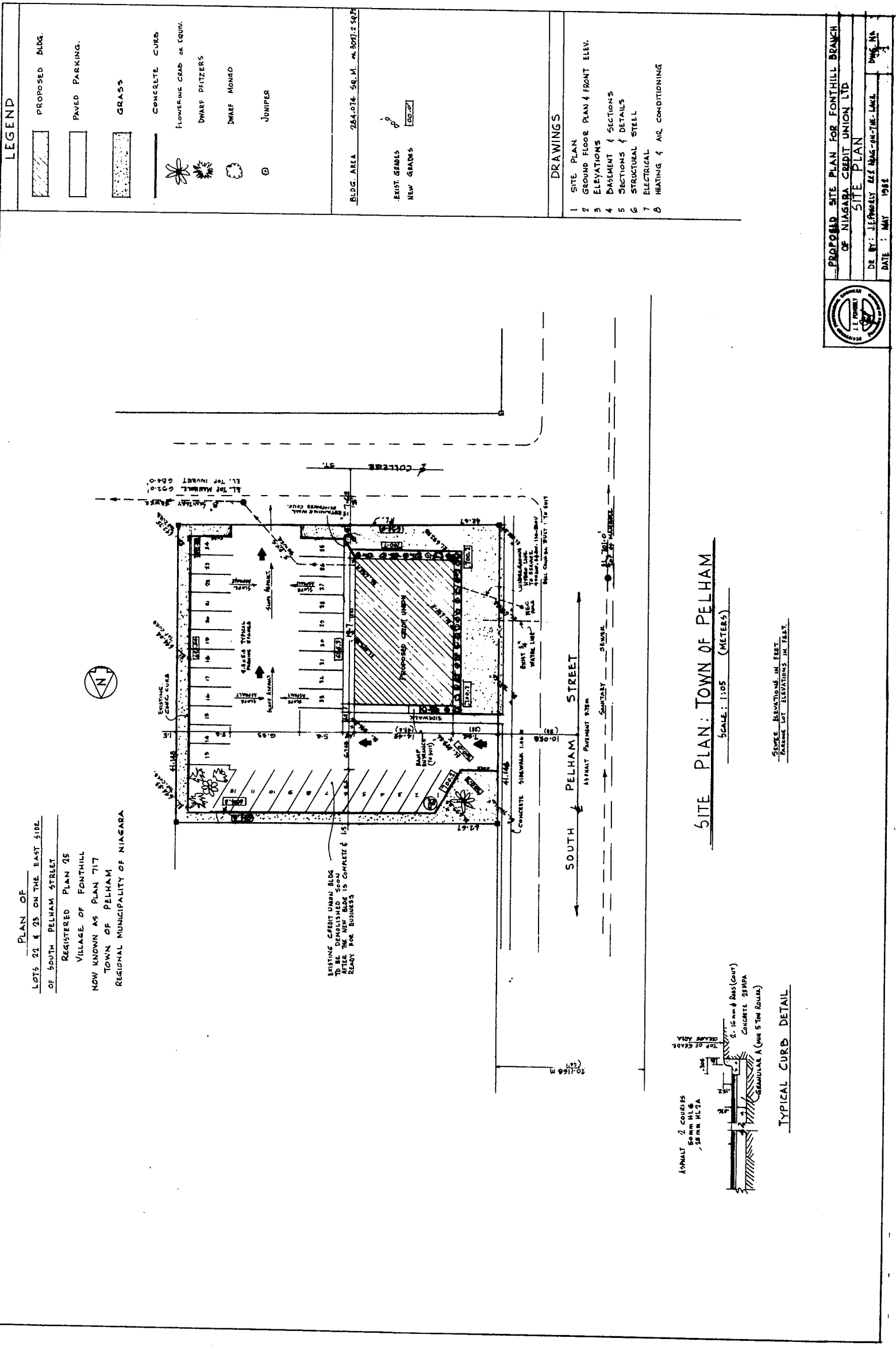
) Mary Hackett  
) CLERK

) NIAGARA CREDIT UNION LTD.

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SCHEDULE "A"

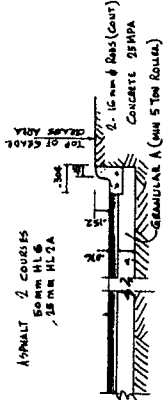
ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara (formerly in the Village of Fonthill in the County of Welland) being composed of Lot No. 22 and Lot No. 23 on the east side of South Pelham Street according to Registered Plan No. 25 for the Village of Fonthill, now known as Plan 717



SITE PLAN: TOWN OF PELHAM

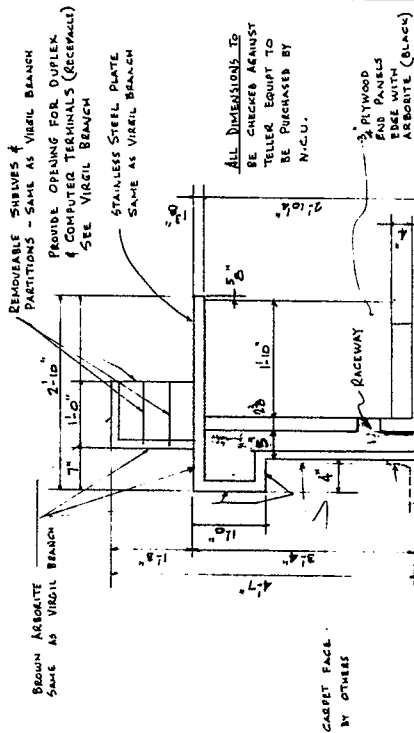
SCALE: 1:205 (METERS)

SOURCE: ELEVATIONS IN FEET.  
PAVEMENT LOT ELEVATIONS IN FEET.

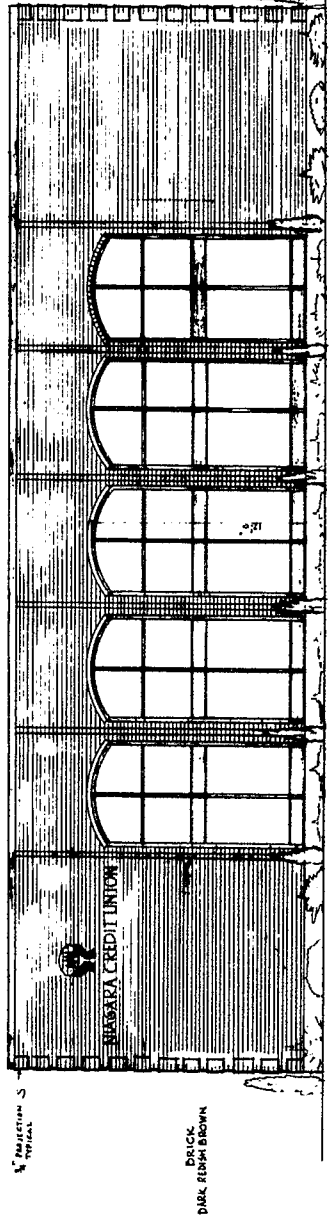
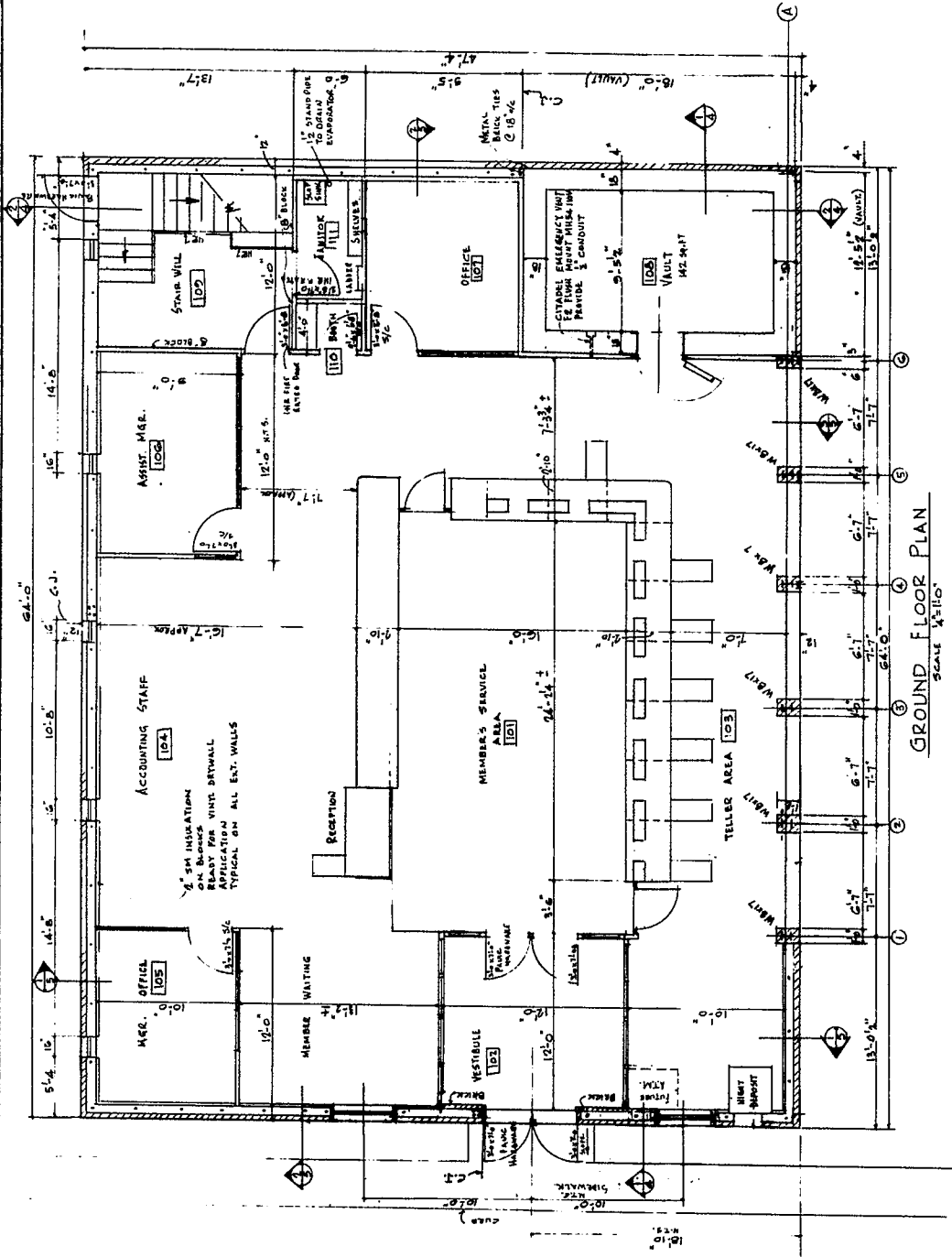


TYPICAL CURB DETAIL

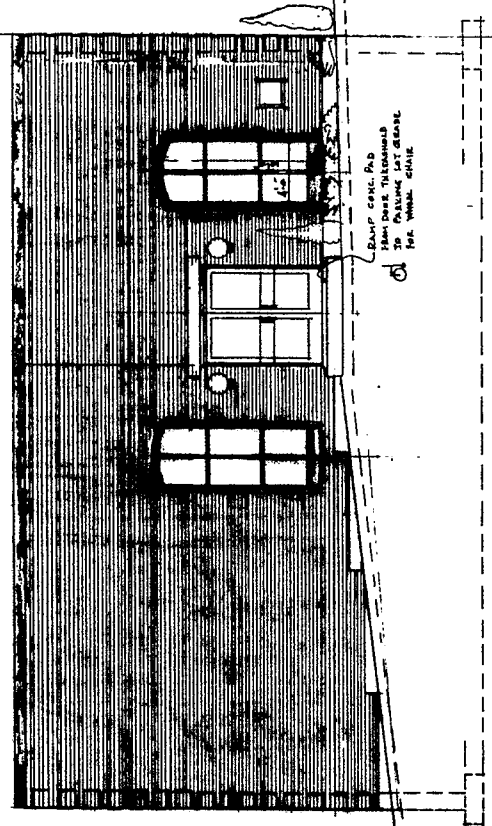
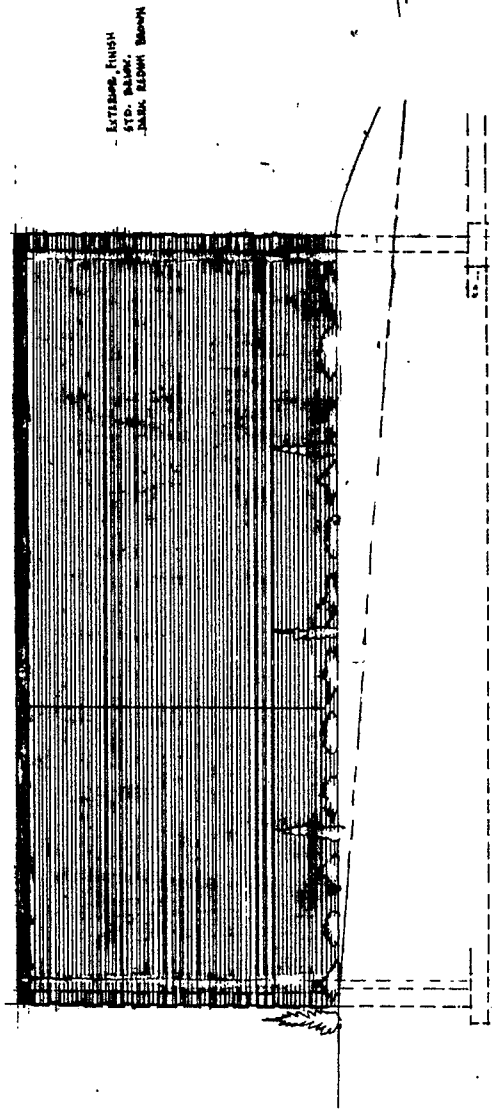
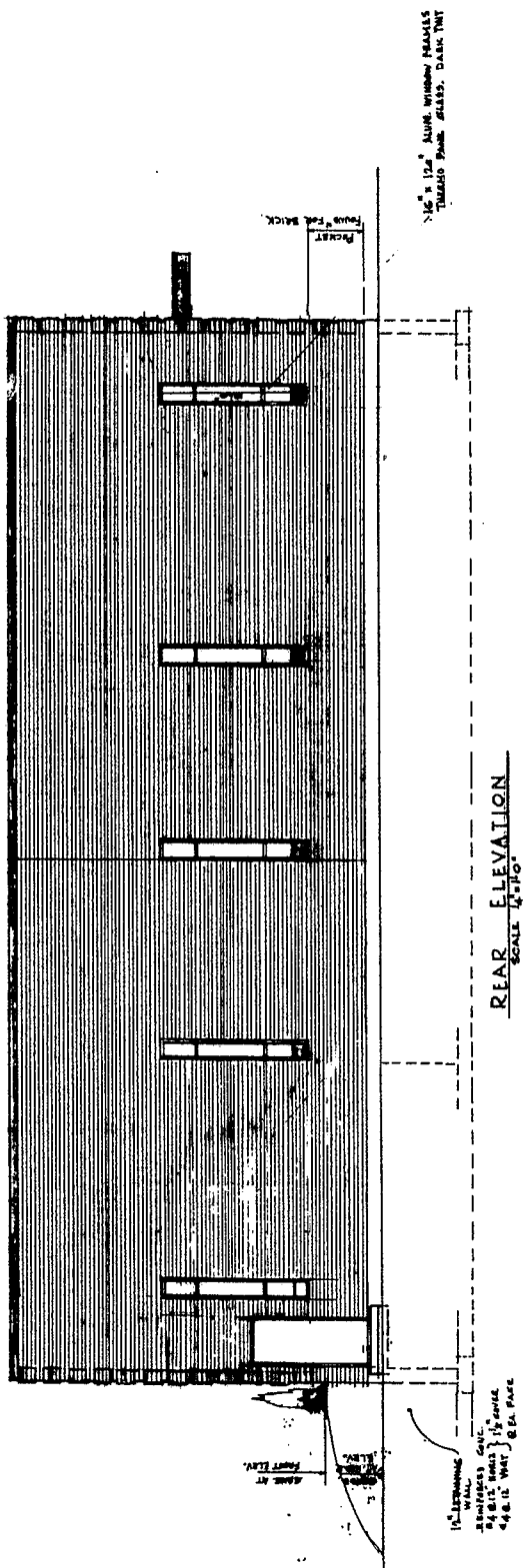
ROOM FINISH SCHEDULE									
NAME OF ROOM	NO.	FL.	WALLS	CEILING	FLOOR	PAINT	FIN.	TRIM	REMARKS
MEMBERS' SECT.	101	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	BY THE ENT. CLING
TELLER AREA	102	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
ACCOUNTING STAFF	103	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
ASSIST. MGR. OFFICE	104	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
OFFICE	105	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	106	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	107	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	108	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BASEMENT	109	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	110	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	111	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	112	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	113	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	114	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	115	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	116	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	117	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	118	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	119	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	120	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	121	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	122	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	123	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	124	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	125	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	126	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	127	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	128	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	129	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	130	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	131	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	132	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	133	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	134	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	135	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	136	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	137	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	138	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	139	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	140	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	141	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	142	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	143	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	144	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	145	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	146	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	147	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	148	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	149	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	150	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	151	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	152	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	153	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	154	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	155	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	156	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	157	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	158	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	159	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	160	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	161	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	162	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	163	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	164	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	165	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	166	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	167	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	168	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	169	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	170	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
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RESTROOM	173	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	174	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	175	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	176	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	177	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	178	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	179	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	180	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	181	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	182	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	183	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	184	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	185	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	186	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
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RESTROOM	188	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	189	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	190	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	191	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	192	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	193	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	194	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	195	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	196	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	197	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
STAIR WLL	198	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
BOOTH	199	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"
RESTROOM	200	1ST	AC. TIE	AC. TIE	AC. TIE	PAINT	PAINT	PAINT	"



TYPICAL SECTION THRU COUNTER







PROPOSED NIAGARA CREDIT UNION BLDG. FONTHILL BRANCH, FONTHILL ONTARIO	
ELEVATIONS	
DR. BY: J.E. PODRILY	DWG. NO. 5A
DATE: JULY 1958	

REAR ELEVATION  
NORTH ELEVATION  
SOUTH ELEVATION