

THIS AGREEMENT made in triplicate this 15th. day of  
DECEMBER, 1983 A.D.

BETWEEN:

VAN AM PLUMBING LIMITED,  
Hereinafter called the "Owner",  
OF THE FIRST PART,

- and -

THE CORPORATION OF THE TOWN OF  
PELHAM

Hereinafter called the "Town",  
OF THE SECOND PART.

PELHAM HYDRO-ELECTRIC COMMISSION

Hereinafter called the "Hydro",  
OF THE THIRD 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.

(e) "PELHAM HYDRO-ELECTRIC COMMISSION" shall mean the  
Commission for 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 operating from the said  
lands, a plumbing shop in accordance with Schedule "B" attached hereto being  
a plot plan and building elevation of the development 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 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 DRAINAGE:

(a) The Owner shall, at its own expense, construct a storm sewer system on the lands described in Schedule "A". The storm sewer system shall be designed to adequately disperse storm water from the lands into the existing municipal storm sewer located to the immediate south of the lands described in Schedule "A" in the Municipal Court. The design shall be approved by the Town Engineer and the construction of the storm sewer system shall be in accordance with the specifications of the Town. Upon completion of the construction of the storm sewer system, the Owner undertakes to repair and maintain the storm sewer system.

(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.

(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. The Owner undertakes 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) BUILDING IMPROVEMENT:

(a) The Owner shall make improvements to the existing building, which shall meet the requirements of the Building & Fire Protection By-laws of the Town.

(b) The Owner shall construct a rear entrance to the building facing south at a location satisfactory to the Town Building Inspector.

(4) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, paved parking areas or structures capable of accommodating the development.

(b) The Owner shall, at its own expense, and from time to time, construct and maintain paved driveways to serve the said parking areas at such locations as are approved by the Town Engineer. The construction and maintenance of the driveways shall be in accordance with specifications approved by the Town Engineer.

(c) The Owner shall, at its own expense, adequately light all driveways and parking areas.

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(d) The Owner shall, at its own expense, plant with #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 lands as described in Schedule "A" 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 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.

(c) The Owner shall remove all weeds, and debris, and plant with #1 Grade Merion Blue Grass, all land not required for building, parking or walkway.

(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 Inspector of the Town.

(b) 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 Plumbing Inspector of the Town.

(7) SIDEWALKS:

(a) The Owner agrees that, in the event Council resolves to construct a sidewalk five (5) feet in width along the entire length of the southerly boundary of the lot described in Schedule "A" or any part of it, it will reimburse the Town for the entire cost of such construction. Such construction shall be in accordance with the Town's specifications for public sidewalks as are in force at that time.

(8) PELHAM HYDRO-ELECTRIC COMMISSION:

(a) The Owner agrees to pay all costs incurred by Pelham Hydro in the relocation of the existing hydro pole located to the south of the property described in Schedule "A".

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(b) The Owner further agrees to pay a security deposit of \$600.00 upon the signing of this agreement to cover the costs of the works outlined in Item (a) of this section.

(c) Pelham Hydro agrees upon the completion of the works described in Item (a) of this section to furnish a detailed accounting of costs incurred for the relocation and to make the necessary financial adjustments with the Owner.

(9) REMOVAL OF ONE FOOT RESERVE:

(a) The Owner agrees to pay to the Town the sum of Five Hundred and Fifty-eight Dollars (\$558.00) in consideration of the removal of the one foot reserve over a distance of twelve feet (12) along the southerly boundary of the lands described in Schedule "A" to allow access from Pelham Town Square.

(b) This access shall be for the sole use of the lands described in Schedule "A" of this agreement.

(c) The Town hereby agrees that upon the signing of this agreement to dedicate by separate by-law the said portion of the one foot reserve along the southern boundary of the lands described in Schedule "A" of this agreement.

(10) GENERAL:

(a) 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.

(b) 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 lands of the Owner.

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(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 in a public area on the ground floor of the building so as to be visible to the outside a mailing address and the telephone number of a person having authority to deal with all matters relating to the said building.

(e) 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.

(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, agreement, 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.

(h) 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.

(i) Notice of this agreement shall be registered on the title to Schedule "A" in the Registry Office for the Registry Division of Niagara South.

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IN WITNESS WHEREOF the Parties hereto have hereunto set 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.G. Bergenstein  
) MAYOR

) Mary Hackett  
) CLERK

) PELHAM HYDRO-ELECTRIC COMM.

) [Signature]  
) CHAIRMAN

) Mary Hackett  
) SECRETARY

) VAN AM PLUMBING LIMITED

) [Signature]  
) W. van Amelsvoort

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 Village of Fonthill, in the County of Welland)

and being composed of all of Lot No. 35 on the south side of East Canboro Street in the Village of Fonthill, according to Registered Plan No. 25 for the said Village, now known as Plan 717.

