

THIS AGREEMENT made in triplicate this 20TH day of August ,  
1984 A.D.

B E T W E E N :

STALLWOOD'S GARAGE LIMITED  
& STALLWOOD'S EQUIPMENT 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.

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.

(c) "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 a farm implement sales and service facility on the lands and 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 on the subject lands according 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.

cont.....

(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.

(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.

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

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF

MAYOR

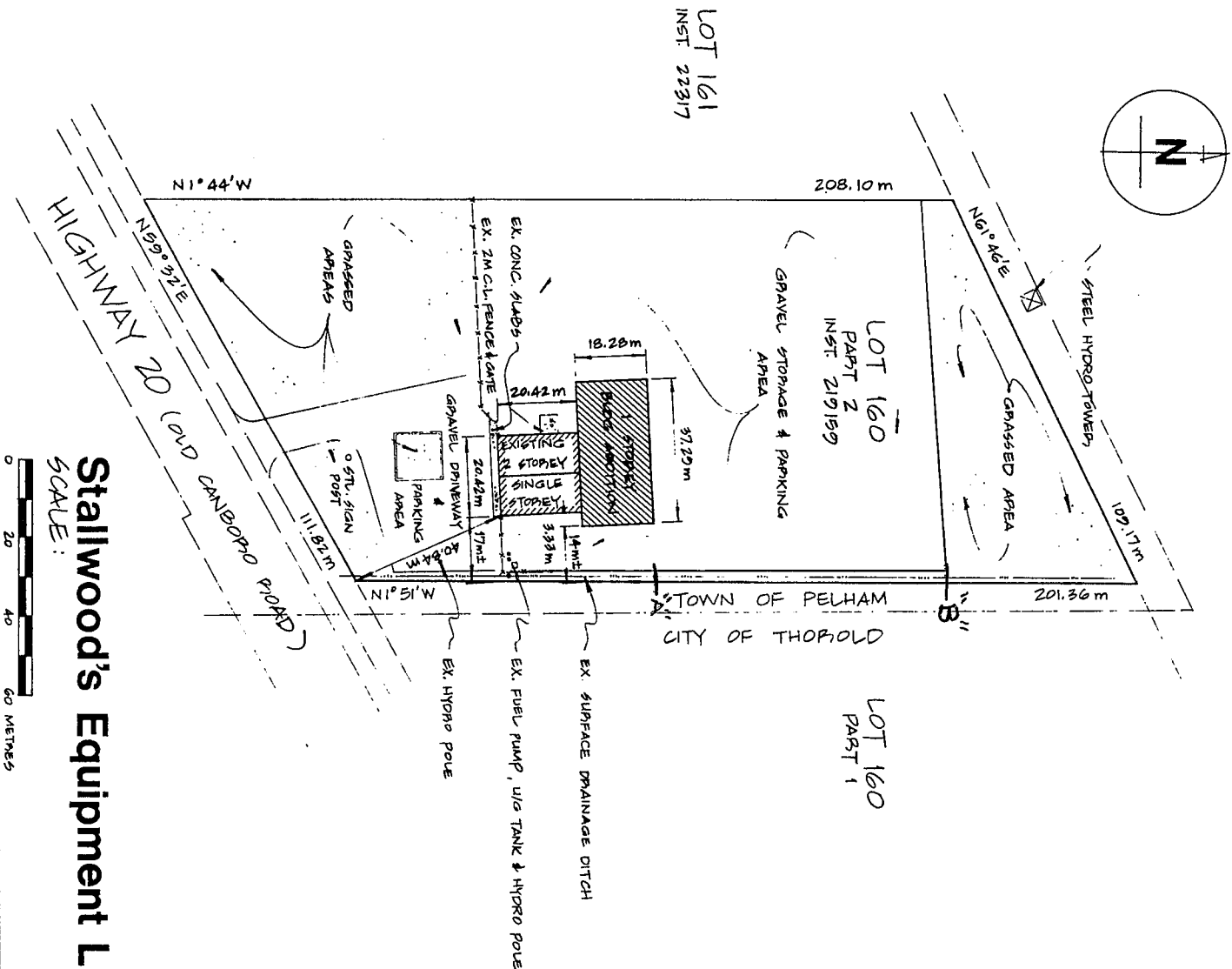
CLERK

STALLWOOD'S GARAGE LIMITED &  
STALLWOOD'S EQUIPMENT LIMITED

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 Part of Lot 160, Township of Thorold and which said parcel or tract may be more particularly described as follows:

All of Part 2 on a plan of survey deposited in the Registry Office for the Registry Division of Niagara South as 59R-2945.



Stallwood's Equipment Limited

SCALE:



|  |  |
|--|--|
| <b>KEY PLAN</b> SCALE 0 300 600 METRES   |  |
|  |  |
| <b>PROPERTY DESCRIPTION</b><br>LOT 160 PART 2, INST. 219159<br>REFERENCE SURVEY PLAN 52R-2045<br>(P-1819-95)<br>TOWN OF PELHAM<br>INDEXED UNDER TWP. OF THOROLD<br>REGIONAL MUNICIPALITY OF NIAGARA                                |  |
| <b>MUNICIPAL ADDRESS</b><br>227 HWY. 20 EAST   |  |
| <b>COVERAGE TABLE</b>  | <b>LANDSCAPING SCHEDULE</b>  |
| TOTAL LOT AREA 20,133 m <sup>2</sup><br>BUILDING COVERAGE 1,099 m <sup>2</sup> 5.5% OF LOT<br>FLOOR AREA 1,149 m <sup>2</sup><br>BUILDING HEIGHT 5.8m<br>PARKING COVERAGE 10,925 m <sup>2</sup><br>LANDSCAPED 8,100 m <sup>2</sup> | ALL LANDSCAPED, FENCED AND GRAVEL PARKING AREAS ARE TO REMAIN UNCHANGED. |
| <b>SITE PLAN</b>   |  |
| DRAWINGS PREPARED BY:<br>DEAN P. MCLEISH, P.ENG. (CIVIL)<br>72 LAKEHURST DRIVE<br>ST. CATHARINES, ONTARIO L2N 4C4 9370569  |  |
| DRAWINGS PREPARED BY:<br>DEAN P. MCLEISH, P.ENG. (CIVIL)<br>72 LAKEHURST DRIVE<br>ST. CATHARINES, ONTARIO L2N 4C4 9370569  |  |
| DRAWN BY: D. MCLEISH<br>CHECKED BY: T. THOMAS<br>DATE: JULY 16, 1984<br>REVISED:   |  |
| DWG. NO <b>SP1</b>   |  |
|  |  |

STALLWOOD'S **General Limited**  
OWNER'S NAME  
*J. Stallwood*  
OWNER'S ADDRESS  
OWNER'S SIGNATURE  
TOWN OF PELHAM  
CLERK  
DATE

MAYOR

# Stallwood's Equipment Limited

## ELEVATIONS

SCALE: 1" = 10'  
DRAWN BY: D. McLEISH  
CHECKED BY: T. THOMAS  
DATE: JULY 16, 1984  
REVISED:  
DWG. NO. **E1**



**Pelham Bros. Limited**  
GENERAL CONTRACTORS AND ENGINEERS  
P.O. BOX 608, 4A CLARK STREET L2R 6X6  
ST. CATHARINES, ONTARIO 410/684-9511  
DRAWINGS PREPARED BY:  
DEAN R. McLEISH, P. ENG. (CIVIL)  
72 LAKEHURST DRIVE  
ST. CATHARINES, ONTARIO L2N 4C4 9370560

SCHEDULE "C"

WEST ELEVATION  
SCALE: 1" = 10'

0 1 3 5 METRES

