

THE CORPORATION OF THE  
TOWN OF PELHAM

BY-LAW #270 (1974)

Being a by-law to authorize the Mayor  
and Clerk to execute a site plan  
agreement with Mr. Donald Dixon.

WHEREAS Council deems it desirable to enter into a site  
plan agreement with Mr. Donald Dixon for the construction of a funeral  
home with residence facilities for his family,

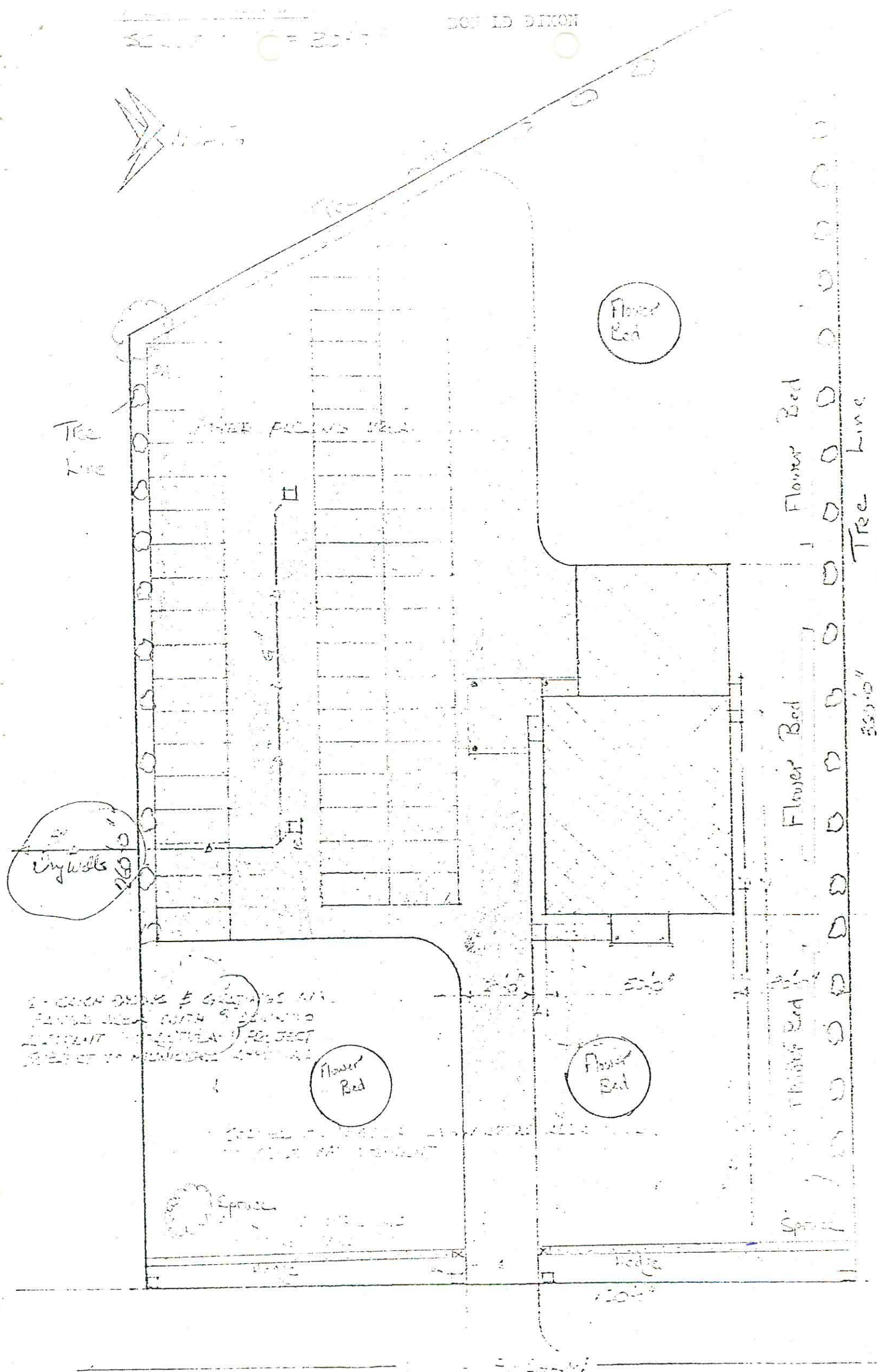
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF  
PELHAM enacts as follows:

- (1) THAT the agreement hereto attached and made part of this by-law be  
and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and  
instructed on behalf of the Corporation to execute the said agreement and  
the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME  
AND PASSED IN COUNCIL THIS 30th.  
DAY OF September, 1974. A.D.

  
MAYOR

  
CLERK





THIS AGREEMENT made in triplicate this 30th. day of September,  
1974 A.D.

BETWEEN:

DONALD DIXON,

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 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) "Minister" shall mean the Minister of Treasury, Economics and Intergovernmental Affairs.

2. WHEREAS the Owner purports to be the owner of the lands in the Town described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of erecting on the said lands, a funeral home with residence accommodations for his family in accordance with Schedule "B" attached hereto, being a plot plan filed in the office of the Town Engineer;

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 and outlet to adequately serve the development proposed on the lands described in Schedule "A" and as shown on Schedule "B", such construction to be 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 Engineer and signed by the Parties hereto, and the Owners undertake to repair and maintain the storm sewer system located on the lands described in Schedule "B".

(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.

(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 spe



(7) SIDEWALKS:

(a) The Owner shall, at its own expense, construct and maintain sidewalks within the development according to Schedule "B" in accordance with specifications and design approved by the Town Engineer.

(b) The Owner hereby agrees not to oppose the construction of a sidewalk along the front road allowance in the event such a project is undertaken by the Town or Regional Municipality of Niagara at anytime in the future.

(8) ROAD WIDENING:

(a) The Owner shall dedicate to the Town road widening as required below: Nil

(9) BUILDING AND SERVICES:

(a) The Owner shall construct, and the Town shall permit the construction of a funeral home with residence accommodations on the lands described in Schedule "A", in accordance with Schedule "B" attached hereto and plans filed in the office of the Town Engineer and signed by the Parties hereto. 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 Town Engineer.

(10) EXPANSION AND RENEWAL FUND:

Nil (Paid at time of severance)

(11) GENERAL:

(a) The Owner agrees that the final building plans will be to the satisfaction of the Building Inspector.

(b) The Owner will at all times indemnify and save harmless the Town of and from all losses, costs, damages, and injuries which the Town may suffer, be at 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 indemnify shall constitute a first lien and charge on the said lands of the Owner.

(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 the building or otherwise prominently displayed, a notice indicating the ownership of the said building, 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 upon 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 Regional Municipality of Niagara.

(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.

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 -

)  
)  
)  
)  
) Donald W. Dixon  
) DONALD DIXON  
)  
)  
)  
)  
)  
) THE CORPORATION OF THE TOWN  
) OF PELHAM  
)  
)  
) [Signature]  
) MAYOR  
)  
)  
)  
) [Signature]  
) CLERK



SCHEDULE "A"

SITE PLAN AGREEMENT

D. Dixon

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 Province of Ontario, and being composed of Part of Township Lot #1, Concession #9, in the former Township of Pelham, in the former County of Welland, now in the said Town of Pelham, which said parcel is more particularly described by R. J. Matthews, O.L.S., of the Office of R. Blake Erwin & Associates, as follows:

COMMENCING at a point in a line drawn parallel with the easterly limit of said Township Lot #1 and perpendicularly distant 10.0 feet westerly therefrom, which said point of commencement is located as follows:

BEGINNING at the northeasterly corner of said Township Lot #1,

THENCE southerly along the easterly limit of said Township Lot #1, a distance of 200.00 feet to a point;

THENCE westerly parallel with the northerly limit of said Township Lot #1, a distance of 10.0 feet to the point of commencement aforesaid;

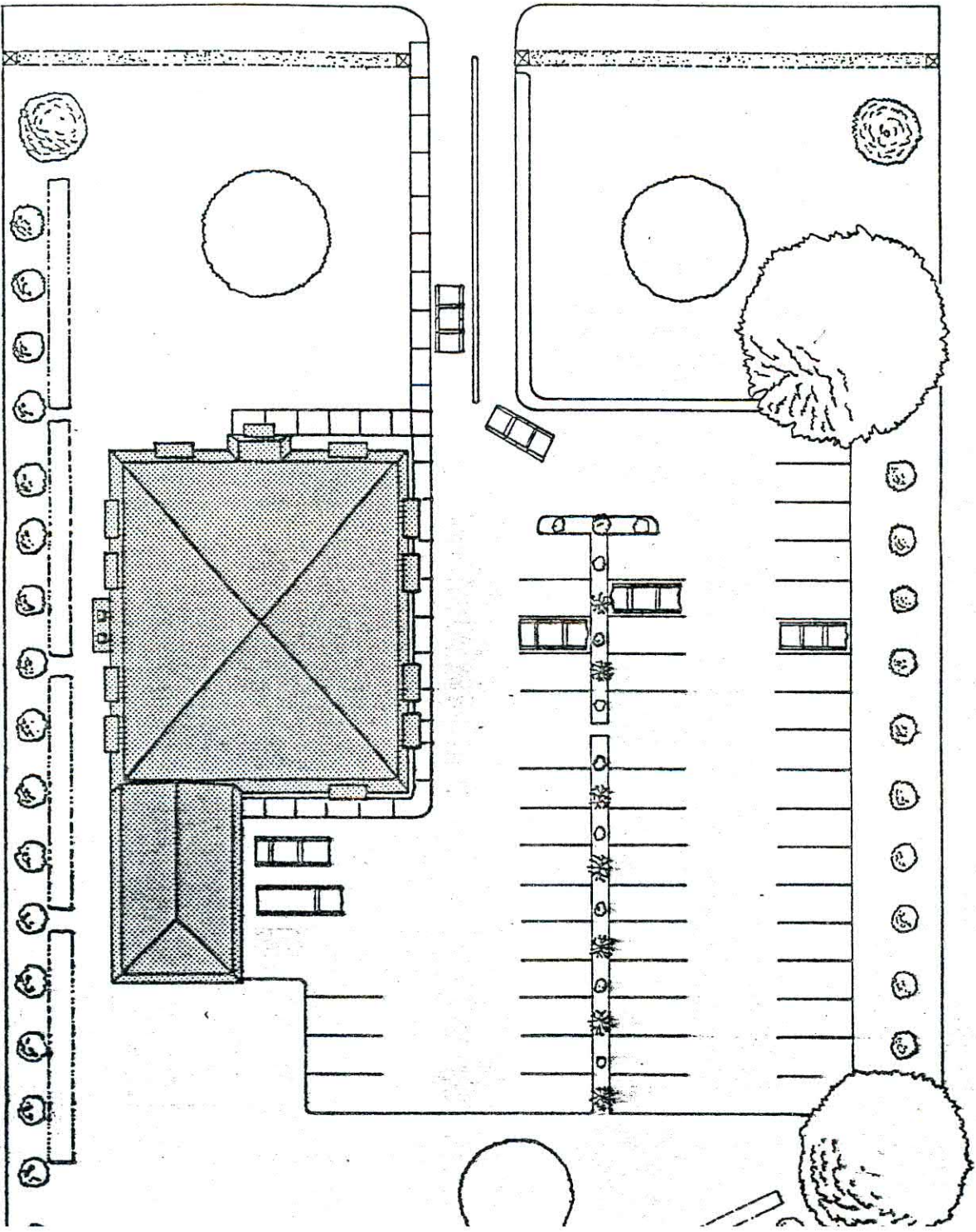
THENCE southerly in said parallel line, 190.0 feet to a point;

THENCE westerly parallel with the northerly limit of said Township Lot #1, a distance of 260.0 feet to a point;

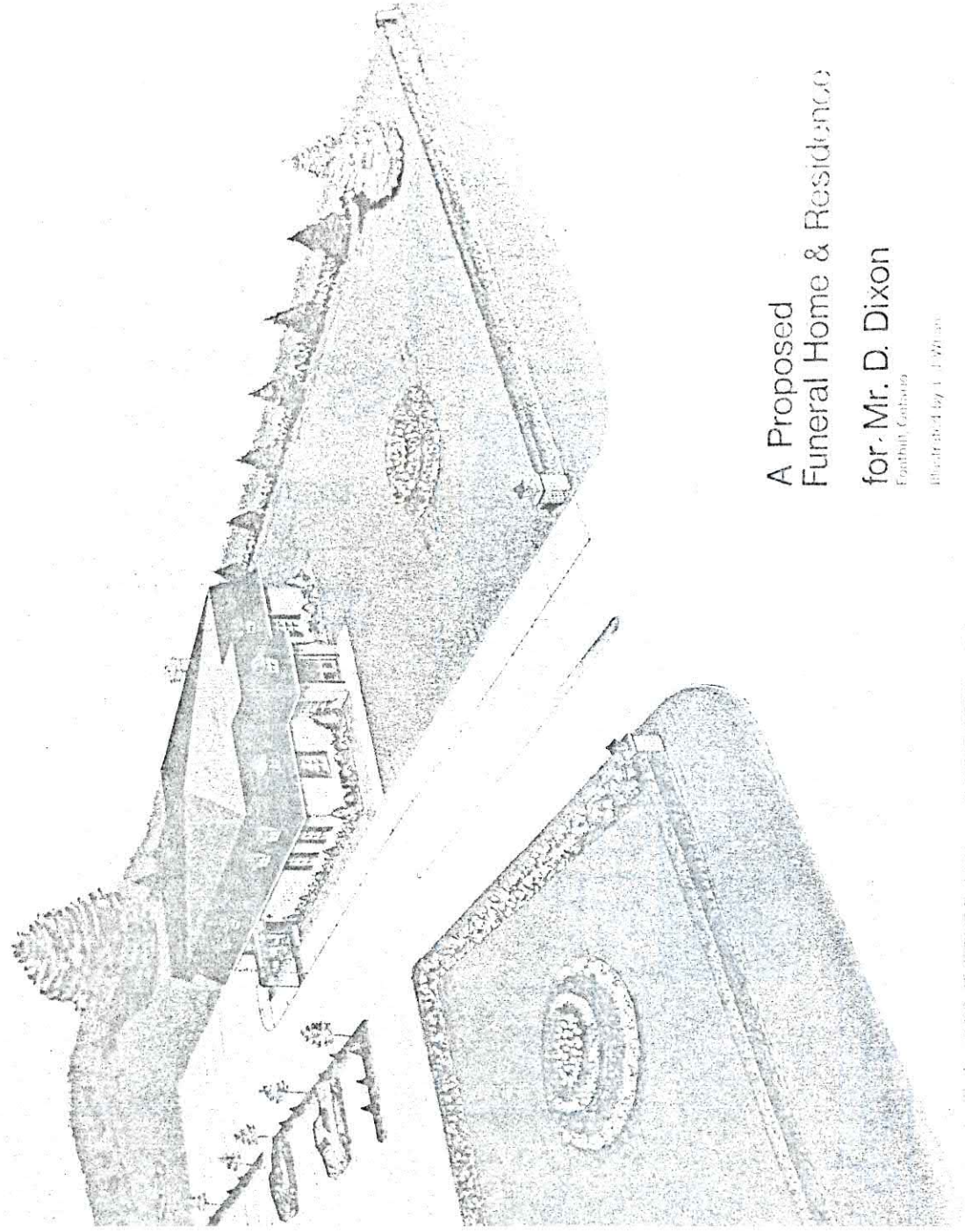
THENCE northwesterly 213.9 feet to a point which is 360.0 feet westerly from the point of commencement when measured in a line drawn parallel with the northerly limit of said Township Lot #1 through said point of commencement;

THENCE easterly in said last mentioned parallel line, 360.0 feet to the point of commencement, containing by admeasurement 1.35 acres more or less.

SCHEDULE "B"  
TO SITE PLAN AGREEMENT FOR DONALD DIXON







A Proposed  
Funeral Home & Residence  
for Mr. D. Dixon

Fonthill Catalogue

Illustrated by J. J. Wilson