

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #285 (1974)

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

WHEREAS Council deems it desirable to enter into a site plan agreement with Mr. R. Schaub for the manufacturing of building supply materials, and more particularly the manufacture of roof trusses,

NOW THEREFORE THE 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 & 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 hereto.

READ A FIRST, SECOND AND THIRD
TIME THIS 16th. DAY OF December,
1974 A.D.


MAYOR


CLERK

THIS AGREEMENT made in triplicate this 28 day of FEBRUARY
1977 A.D. *Rm*

BETWEEN:

RICHARD SCHAUB,
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.

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 operating on the said lands, a manufacturing operation for the construction of building materials, in accordance with Schedule "B" attached hereto, being a plot plan filed in the office of the Town Building Inspector,

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 water-course 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, and at such time as sewers become available, 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 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) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, parking areas or structures capable of accommodating not less than 5 parking spaces for motor vehicles.

(b) The Owner shall, at its own expense, construct and maintain driveways to serve the said parking areas at such locations as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.

(c) The Owner shall, at its own expense, adequately light all entrances and parking areas to the satisfaction of the Building Inspector of the Town.

(d) The Owner agrees to treat all gravel driveways and parking areas with an appropriate treatment to prevent and control dust. Such treatment shall be acceptable to the Building Inspector of the Town.

(4) GRADING AND LANDSCAPING:

(a) The Owner shall, at its own expense, grade the said lands 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, maintain existing vegetation on the lot, and adequately landscape, plant and maintain all the lands described in Schedule "B" 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.

(5) GARBAGE DISPOSAL:

(a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse in accordance with the requirements and to the satisfaction of the Town Engineer, and in the event of the failure to do so, the Town, its servants or agents shall have the right to enter on the said land and, at the expense of the Owner, do such collections, etc. and further shall have the right to recover the cost thereof by action or in like manner as municipal taxes. The Owner shall, in addition, provide properly screened storage space for garbage in a location designated by the Building Inspector.

(6) WATER:

(a) The Owner shall, at its own expense and at such time as water is available, construct and install all necessary connections to 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 Town Engineer.

(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.

(7) STORAGE:

(a) The Owner agrees that all outside storage, if necessary, will be kept in a neat and orderly manner in an area immediate to the west and north of the building housing the operation, and at no time shall any outside storage be permitted on the south side of the property abutting the neighbouring residential property.

(8) FENCING:

(a) The Owner agrees to construct a wooden fence, as shown on Schedule "B", with such fence to be a minimum of five (5) feet in height, and to the satisfaction of the Building Inspector.

(9) BUILDING & SERVICES:

(a) The Owner shall be permitted to operate his business from the existing building to the west of the house, as indicated on Schedule "B". Any future buildings will require the appropriate permits from the Building Inspector of the Town, and all such building plans shall conform to all building and zoning requirements of the Town.

(10) EXPANSION & RENEWAL FUND:

(a) The Owner shall pay the Treasurer a sum in the amount of Eight Hundred Thirty Dollars (\$830.00) for the purpose of expanding and renewing services in the Town.

(b) The Owner agrees that at such time as the existing residential use on the property is no longer continued and the land is used for an industrial use, then the expansion and renewal fee in the amount of \$1,000.00 will become payable to the Treasurer on demand.

(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.

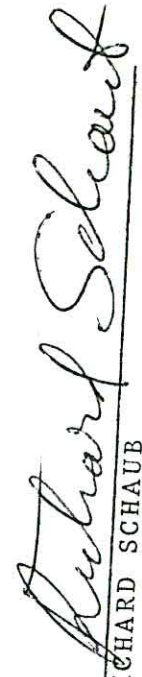
(f) Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the Town.

(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 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.

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 -


RICHARD SCHAUB

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR


CLERK

R. SCHAUB

LAND DESCRIPTION

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 County of Welland, being composed of Part of Lots 16 & 17, on the west side of Church Street in the former Village of Fenwick, according to Plan 16 for the former Township of Pelham, now known as Plan 703 more particularly described as follows:

COMMENCING at the southeast corner of Lot 17, Plan 16

THENCE westerly along the southerly limit of Lot 17, 400.0 feet.

THENCE northerly parallel to the easterly limits of Lots 16 & 17, 271.5 feet more or less to the northerly limit of Lot 16.

THENCE easterly along the northerly limit of Lot 16, being the line between Block G and Lot 16, 115 feet more or less to the southwesterly limit of the Toronto, Hamilton & Buffalo Railway Lands.

THENCE southeasterly along said limit, 327.67 feet more or less to the northeast corner of Lot 16.

THENCE southerly along the easterly limits of Lot 16 & 17, 113.67 feet more or less to the point of commencement.

DATED: AUGUST 7th, 1980 A.D.

RICHARD SCHAUB

- and -

358240

No.
Registry Division of Niagara South (No. 52,
I CERTIFY that this instrument is registered

Land
Registry Office
at Welland
Ontario.

'80 AUG-8 A9:51
John Schaub
LAND REGISTRAR

THE CORPORATION OF THE TOWN OF PELHAM

NOTICE OF SITE PLAN AGREEMENT

MURRAY HACKETT,
CLERK,
THE CORPORATION OF
THE TOWN OF PELHAM,
P.O. BOX 400,
FONTHILL, ONTARIO
LOS 1EO

REGISTRATION FEE	17	00
LAND TRANSFER TAX		
RETAIL SALES TAX		

NOTICE OF SITE PLAN AGREEMENT

TAKE NOTICE that on the 28th day of February, 1975 A.D. Richard Schaub entered into a site plan agreement with The Corporation of the Town of Pelham which has the effect of restricting the use of the lands described in Schedule "A" attached hereto and forming part of this notice.

AND FURTHER take notice that the conditions, restrictions and covenants contained in the said site plan agreement may be examined at the office of the Clerk of The Corporation of the Town of Pelham, Pelham Municipal Building, Pelham Town Square, Fonthill, Ontario, in the original agreement which is attached to By-law #285 (1974) passed the 16th day of December, 1974 A.D.

DATED at the Town of Pelham this 7th day of August,
1980 A.D.


Murray Hackett, Clerk
THE CORPORATION OF THE TOWN OF PELHAM

SCHEDULE "A"

to

SITE PLAN AGREEMENT

BETWEEN

RICHARD SCHAUB

and

THE CORPORATION OF THE TOWN OF PELHAM

LAND DESCRIPTION

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or less to the northerly limit of Lot 16.

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Lot 16, being the line between Block G and
Lot 16, 115 feet more or less to the south-
westerly limit of the Toronto, Hamilton and
Buffalo Railway Lands.

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feet more or less to the northeast corner of
Lot 16.

THENCE southerly along the easterly limits of
Lot 16 and 17, 113.67 feet more or less to the
point of commencement.

THIS AGREEMENT made in triplicate this 28th day of February 1974 A.D.

BETWEEN:

RICHARD SCHAUB,

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.

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 operating on the said lands, a manufacturing operation for the construction of building materials, in accordance with Schedule "B" attached hereto, being a plot plan filed in the office of the Town Building Inspector,

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:

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(b) The Owner shall, at its own expense, carry out water-course 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, and at such time as sewers become available, 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 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) PARKING:

(a) The Owner shall provide and at all times maintain on the said lands, parking areas or structures capable of accommodating not less than 5 parking spaces for motor vehicles.

(b) The Owner shall, at its own expense, construct and maintain driveways to serve the said parking areas at such locations as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.

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(a) The Owner shall, at its own expense, grade the said lands 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, maintain existing vegetation on the lot, and adequately landscape, plant and maintain all the lands described in Schedule "B" 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.

(5) GARBAGE DISPOSAL:

(a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse in accordance with the requirements and to the satisfaction of the Town Engineer, and in the event of the failure to do so, the Town, its servants or agents shall have the right to enter on the said land and, at the expense of the Owner, do such collections, etc. and further shall have the right to recover the cost thereof by action or in like manner as municipal taxes. The Owner shall, in addition, provide properly screened storage space for garbage in a location designated by the Building Inspector.

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(a) The Owner agrees that all outside storage, if necessary, will be kept in a neat and orderly manner in an area immediate to the west and north of the building housing the operation, and at no time shall any outside storage be permitted on the south side of the property abutting the neighbouring residential property.

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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.

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(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 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.

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 -

E. P. Woods

Richard Schaub
RICHARD SCHAUB

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK

SCHEDULE "A"

R. SCHAUB

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