

THE CORPORATION OF THE  
T O W N   O F   P E L H A M

BY-LAW #286 (1974)

Being a by-law to authorize the Mayor & Clerk to execute a site plan agreement National Trust Title as bare trustee for the Canadian Imperial Bank of Commerce, and the Canadian Imperial Bank of Commerce Limited.

WHEREAS Council deems it desirable to enter into a site plan agreement with National Trust Title as bare trustee for the Canadian Imperial Bank of Commerce and the Canadian Imperial Bank of Commerce Limited for the construction of a commercial bank,

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 21<sup>ST</sup> day of JANUARY 1976, A.D.

BETWEEN:

✓ COMPANY, LIMITED  
NATIONAL TRUST ~~XXXXX~~, as bare trustee for  
Canadian Imperial Bank of Commerce,

Hereinafter called the "Owner",  
of the FIRST PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE ~~XXXXXX~~,

Hereinafter called the "Party",  
of the SECOND PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town",  
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 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 of Pelham described in Schedule "A" attached hereto, as bare trustee for the party of the second part, which is the beneficial owner,

AND WHEREAS the Owner and the party of the second part are desirous of erecting on the said lands a commercial building for the operation of a bank in accordance with Schedule "B" attached hereto being plot plans and elevations 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 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 Owners undertake to repair and maintain the storm sewer system located on the lands described in Schedule "A".

(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.

(c) The Owner shall pay to the Treasurer an impost fee in the sum of \$1,897.60, to cover the cost of storm drainage from such area; provided however that the Town credit against the said impost fee fifty per cent (50%) of the actual cost of installation of storm sewage pipe between property line and existing storm sewer outlet on municipal property and provided further that such credit shall not exceed the aforementioned sum of \$1,897.60.

(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 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, paved parking areas or structures capable of accommodating a minimum of six (6) parking spaces for motor vehicles.

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

(c) The Owner shall, at its own expense, adequately light all driveways and parking areas, with a 400 watt mercury vapour light, in accordance with a plan filed in the office of the Town Engineer and signed by the Parties hereto.

(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.

(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, adequately landscape, plant and maintain all of the lands described in Schedule "A" attached hereto not required for building, parking or entrance-way so as at all times to provide effective green areas enhancing the general appearance of the development.

(c) Without in any way limiting the generality of the foregoing, the Owner shall use in the landscaping, the following trees and shrubs: 2 Linden Maple Trees - minimum trunk diameter three inches

2 Red Maple Trees - minimum trunk diameter  
three inches

14 Junipers

8 Japanese Yews

4 Enonymus

6 Mugo Pines

(5) 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, including fire hydrants if required, 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, (1970) and Regulations made thereunder, on all internal water supply services which shall be enforced by the Plumbing Inspector of the Town.

(6) SIDEWALKS:

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

(7) SIDEWALK CONTRIBUTION:

(a) The Party of the second part agrees that, in the event of the Council resolving to construct a sidewalk five feet (5) in width along the entire or any part of the easterly boundary of the lot described in Schedule "A", it will reimburse the Town for the entire cost of such construction in accordance with the Town's specifications for public sidewalks at such time.

(8) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of a bank building containing a maximum of 5,400 square feet 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 heretofore on the day of \_\_\_\_\_, 1974, 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) ROAD DEDICATION:

(a) The Town hereby agrees, upon the entering into of this agreement to dedicate, by separate by-law, the one (1) foot reserve, extending along the easterly boundary of the property described in Schedule "A", as public highway, thereby permitting free and easy access to the parking lot.

(10) GENERAL:

(a) The Owner agrees that the final building plans will be certified by a Professional Engineer or Architect, and that all construction will be carried out under the direction and control of such Engineer or Architect.

(b) The Owner and the party of the second part will jointly and severally at all times indemnify and save harmless the Town of 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, 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 indemnity shall constitute a first lien and charge on the said lands of the Owner and the beneficial title of the party of the second part.

(c) In the event of the failure of the Owner and the party of the second part, or either of them, 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 and the party of the second part, 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 and the party of the second part shall at all times keep posted in 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 buildings.

(e) Neither, the Owner nor the party of the second part 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 or the party of the second part in any such proceedings.

(f) Notwithstanding any of the provisions of this Agreement, the Owner and the party of the second part 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 and party of the second part 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 and the Town.

(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) The issuance of a building permit as provided by this agreement will become null and void after twelve (12) months from the date of execution of this agreement if municipal services do not have sufficient capacity and the standard of service is to be revised.

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 -

Approved for Execution  
C.I.B of C.  
HEAD OFFICE

to have hereunto affixed their  
their officers duly authorized  
NATIONAL TRUST COMPANY, LIMITED

( )  
( )  
( ) VICE-PRESIDENT FINANCE  
( )  
( ) H. L. JAMES  
( ) MANAGER, CORPORATE TRUST DEPARTMENT  
( ) CANADIAN IMPERIAL BANK OF COMMERCE  
( )  
( ) [Signature]  
( ) ASST GENERAL MANAGER  
( )  
( ) ASST SECRETARY  
( ) THE CORPORATION OF THE TOWN  
( ) OF PELHAM  
( )  
( ) [Signature]  
( ) Mayor  
( )  
( ) [Signature]  
( ) Clerk



SCHEDULE "A"

PROPERTY DESCRIPTION

The Owner purports to be the owner of the lands described as Part Lot 32, Registered Plan 25, now known as Plan 717, in the former Village of Fonthill, now in the Town of Pelham.