

THE CORPORATION OF THE
T O W N O F P E L H A M
By-law #304 (1975)

Being a by-law to authorize the Mayor and Clerk to execute a site plan agreement with Mr. R. Johnston and Steed & Evans Limited respecting the operation of a trout pond.

WHEREAS Council deems it desirable to renew the execution of a site plan agreement with Mr. R. Johnston and Steed & Evans Ltd. for the operation of a trout pond in the Town of Pelham,

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 FINALLY PASSED IN COUNCIL THIS
24th. DAY OF March, 1975 A.D.

Robert A. Steed
MAYOR

Robert A. Steed
CLERK

THIS INDENTURE made in triplicate this 10th day of March, 1975
A.D.

BETWEEN:

STEED AND EVANS LIMITED,
Hereinafter called the "Party" of the
FIRST PART,

- and -

THE CORPORATION OF THE TOWN OF PELHAM,
Hereinafter called the "Party" 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" shall mean 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 party of the first part has applied to Council to use the land and buildings as set out in Schedule "A" and "B" being the land description and the site plan, for the purpose of fishing the pond situated on the property as indicated,

AND WHEREAS the party of the first part authorizes Mr. R. Johnston to act on its behalf as indicated in Schedule "C",

AND WHEREAS Council has agreed to permit the said proposal 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) The Party of the First Part Agrees:
 - (a) to provide parking on the owners property for fifteen (15) vehicles.
 - (b) to make any and all necessary effort to assure that vehicles relating to or from the fishing operation are kept from parking on any property belonging to the Corporation of the Town of Pelham and used for vehicular traffic, other than under normal conditions.

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(c) to provide and maintain an adequate walkway on the owners property that extends from the parking area to the fishing area.

(d) to make any and all necessary effort to assure that pedestrian traffic relating to or from the fishing operation are kept from any property belonging to the Corporation of the Town of Pelham and used for vehicular traffic, other than under normal conditions.

(e) to supply and maintain the necessary sanitary disposal unit prior to and from the date of commencing business to the written satisfaction of the Regional Niagara Health Unit.

(f) to provide adequate collection and disposal of garbage and sanitary refuse to the satisfaction of the Town.

(g) to operate the business only between the hours of 9:00 a.m. and 7:00 p.m.

(h) that the Town is free from any liability resulting from a claim for damage and/or loss of life that pertains to this property and operation.

(i) that a deposit of \$25.00 be left with the Town upon the signing of this agreement for the purpose of contributing to any business tax assessment that results from this business.

(j) that any signs erected and indicating in any manner the said development, are not in any way obstructing the view of motorists, or creating an annoyance to residents in the area, or are in contravention to any policy of the Town, and that before any sign is erected, the Town be notified and approval is granted by the Building Inspector.

(k) that the party of the second part may terminate this agreement upon three months written notice to the party of the first part.

(2) The Party of the Second Part Agrees:

(a) that the party of the first part may terminate this agreement upon three months notice to the Town.

(3) This agreement may be renewed for a further one (1) year period, at the discretion of Council.

IN WITNESS WHEREOF THE Party of the First Part hereunto set his hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED
- In the Presence of -

THE CORPORATION OF THE TOWN
OF PELHAM

MAYOR.

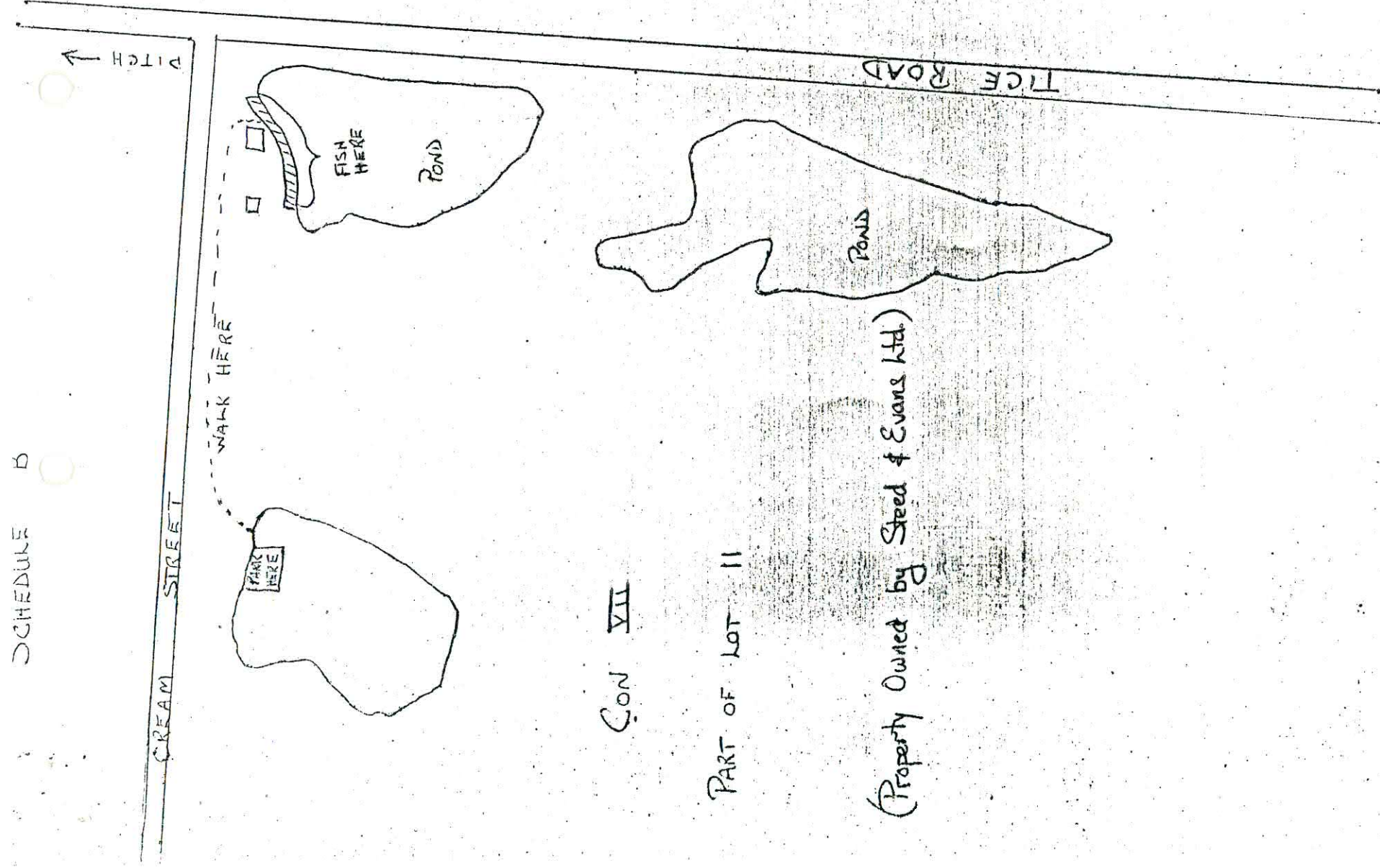
CLERK

STEED & EVANS LIMITED

SCHEDULE "A"

Land Location

Being land located in Part of Lot 11, Concession VII located on the south side of Tice Road, and the east side of Cream Street in the former Township of Pelham, now in the Town of Pelham.



CON VII

PART OF LOT 11

(Property Owned by Steed & Evans Ltd.)

AERIAL VIEW



SCHEDULE "C"

HEAD OFFICE:
P.O. Box 46
Heidelberg, Ontario
519-699-4646-8

STEED AND EVANS LIMITED
MATERIALS DIVISION
ONTARIO

PIT LOCATIONS:
Heidelberg, Ontario
519-699-4646-8
Fenwick, Ontario
416-892-2647
Preston, Ontario
519-653-9498

April 1, 1974.

Members of the Council,
Town of Pelham.

Gentlemen:

We have made adequate and complete
arrangements for proper parking and sanitation
facilities.

The area involved will be properly
supervised and policed so that people will not be
allowed to park or walk on the road at any time.

Approval by council to open April 6th
would be appreciated.

Yours truly,

STEED AND EVANS LIMITED
MATERIALS DIVISION

Per:
Name:

W. D. White

Position:

General Manager

HEAD OFFICE:
P.O. Box 46
Heidelberg, Ontario
519-699-4646-8

STEED AND EVANS LIMITED

MATERIALS DIVISION
ONTARIO

PIT LOCATIONS:
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Fenwick, Ontario
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Preston, Ontario
519-653-9498

March 26, 1974.

To Whom It May Concern:

This authorizes Mr. R.G. Johnston
to represent Steed and Evans Limited in all
matters pertaining to the trout ponds and/or
the hatchery located on Steed and Evans property
at the corner of Cream Street and Tice Road.

Authorized by: W.M. Waites
General Manager

Signed

Per

W.M. Waites