

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW #327 (1975)

Being a by-law to authorize the Mayor and Clerk to execute a site plan agreement with Deacondale Incorporated for the construction and operation of a farm implement dealership on Regional Road #24.

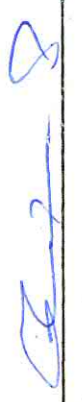
WHEREAS Council deems it desirable to enter into a site plan agreement with Deacondale Incorporated for the construction and operation of a farm implement dealership on Regional Road #24;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the agreement attached hereto 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 BY COUNCIL ON THE
28th. DAY OF July, 1975 A.D.


MAYOR


CLERK

BETWEEN:

DEACONDALE INCORPORATED,

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 constructing on the said lands, a farm implement dealership in accordance with Schedules "B", "C" and "D" attached hereto, being a plot plan, a building prospective, and engineering and elevation sketches 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 "D" such construction to be in accordance with specifications and a design approved by the Town Engineer 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, and as especially set out in the site plan.

(2) 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 12 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

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as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.

(c) All locations for driveways must be approved, in writing, by the Regional Municipality of Niagara, and the Town of Pelham.

(3) 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 manner as to prevent ponding on the said lands adjacent thereto, as shown on Schedule "D" attached hereto.

(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 where possible, and adequately landscape, plant and maintain all the lands described in Schedule "A" 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. The minimum landscaping for the property shall be as shown on Schedule "B" attached hereto.

(4) 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 Building Inspector. In the event of the failure to do so, the Town, its servants or agents, shall have the right to enter on the said lands, and, at the expense of the Owner, do such collection, etc. and further shall have the right to recover the cost thereof by action, or in like manner as municipal taxes.

(b) The Owner shall, in addition, provide storage space for garbage, at the location shown on Schedule "B" and entirely screened by a six foot (6') high solid wood fence, or facsimile approved by the Town Building Inspector.

(5) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Treasurer, a sum in the amount of Four Thousand, Nine Hundred and Ninety Dollars (\$4,990.00) for the purpose of expanding and renewing services in the Town.

(6) CONTRIBUTION FOR PUBLIC PURPOSES:

(a) The Owner shall pay the Treasurer, a sum in the amount of Five Hundred Dollars (\$500.00) equalling 5% of the agreed current market value, for the expansion of public purposes in the Town.

(7) SIGNS:

(a) Permits will be necessary for all signs from the Regional Municipality of Niagara and the Town of Pelham.

(8) 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

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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 understanding 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 owner 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 -

)
) MAYOR
)
)
) CLERK
) THE CORPORATION OF THE TOWN OF
) PELHAM
)
)
)
) DEACONDALE INCORPORATED

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, Province of Ontario, and being composed of Part of Lot 20, Concession 2, formerly in the Township of Pelham, in the County of Welland, now in the said Town of Pelham, containing by admeasurement an area of 4.99 acres more or less and which said parcel or tract of land may be more particularly described as follows:

PREMISING that the Westerly limit of Lot 20, Concession 2, for the Township of Pelham has an assumed astronomic bearing of North 1 degree 12 minutes West according to Registered Instrument No. 80189A and all bearings herein related thereto:

COMMENCING at a point in the Southerly limit of said

Lot 20 distant therein North 88 degrees 25 minutes East, 67.0 feet from southwest angle thereof;

THENCE Northwesterly and Northerly in the Easterly limit of the former Townline road allowance between the Townships of Gainsborough and Pelham as widened by Registered Instrument No. 80189A and 33533B, in and following course.

North 46 degrees 23 minutes 30 seconds West,
70.48 feet;

North 1 degree 12 minutes 00 seconds West,
256.00 feet;

North 88 degrees 48 minutes East, 10.00 feet;

North 1 degree 12 minutes West, 558.00 feet;

North 12 degrees 30 minutes 36 seconds West,
50.99 feet;

North 1 degree 12 minutes 00 seconds West,
450.00 feet;

North 10 degrees 06 minutes 36 seconds East,
50.99 feet;

North 1 degree 12 minutes 00 seconds West,
500.00 feet;

North 10 degrees 06 minutes 36 seconds East,
50.00 feet;

North 1 degree 12 minutes 00 seconds West,
200.00 feet;

North 12 degrees 30 minutes 36 seconds West,
50.99 feet; thus establishing the southwest

corner of the subject parcel or tract of land.

THENCE North 1 degree 12 minutes 00 seconds West, 318.00 feet;

THENCE North 8 degrees 13 minutes West continuing in the said boundary, 30.19 feet to the intersection with the southerly limit of the lands of the former Corporation of the County of Welland, now Regional Municipality of Niagara; thus establishing the northwest corner of the subject parcel or tract of land.

THENCE North 32 degrees 45 minutes East in the southeasterly limit of the aforementioned lands, 71.66 feet to an angle therein;

THENCE North 66 degrees 42 minutes East, 485.00 feet; thus

establishing the northeast corner of the subject parcel of tract of land.

THENCE South 23 degrees 18 minutes, 374.35 feet; thus establishing the southeast corner of the subject parcel or tract of land.

THENCE South 66 degrees 42 minutes West, 676.48 feet more or less to the beginning (southwest corner).