

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

BY-LAW #340 (1975)

Being a by-law to authorize the Mayor and Clerk
to execute an encroachment agreement between the
Corporation of the Town of Pelham and Lester
Shoalts Limited.

WHEREAS by Section 354 (93) of the Municipal Act, R.S.O.
1970, Chapter 284 and amendments thereto, Council is authorized to allow
any person owning or occupying any building that is erected upon any
highway to maintain and use such erection thereon;

AND WHEREAS Council may affix such annual fee or charges
as the Council considers appropriate for such owner or occupant to pay
for such privilege;

AND WHEREAS Council has agreed to permit the encroachment
of Mr. Lester Shoalts' dwelling on the unopened road allowance between
Concessions 3 and 4, of the former Township of Pelham, now Town of Pelham;

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

- (1) THAT the Mayor and Clerk be and each of them is hereby authorized and
instructed on behalf of the Corporation of the Town of Pelham to execute
the said agreement and the Clerk is hereby authorized to affix the Corporate
Seal thereto.
- (2) THIS by-law shall come into effect on the date of passing.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
3rd. DAY OF November, 1975 A.D.


MAYOR


CLERK

THIS AGREEMENT made the 28th day of October, 1975.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,

hereinafter called "THE TOWN"

OF THE FIRST PART

-and-

LESTER SHOALTS, of the City of Port Colborne,
in the Regional Municipality of Niagara,

hereinafter called "THE OWNER"

OF THE SECOND PART

WHEREAS the Owner is seized and possessed of the lands more particularly described in Schedule "A" hereto annexed, upon which there is standing a one-storey frame dwelling.

AND WHEREAS there is vested in the Town the abutting road allowance between Concessions 3 and 4 to the south of the Owner's land, municipally known as an unopened road allowance;

AND WHEREAS the rear of the Owner's dwelling encroaches upon the said unopened road allowance by about four feet;

AND WHEREAS Council is agreeable to permitting the encroachment of the present building to remain at present.

NOW THEREFORE this agreement witnesseth, that in consideration of payment of one dollar by the Owner to the Town, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The present dwelling encroaching upon the Town's lands shall be permitted to remain at the pleasure of the Town.
2. The parties agree that by notice executed by the Mayor and Clerk of the Town, the Town may require the removal of the said encroachment within 30 days next after delivery of such notice by prepaid ordinary mail to the Owner of the said land as shown on the current tax rolls of the Town.
3. The Owner undertakes and agrees to indemnify and save harmless the Town of and from any suits, actions, claims, demands and liability of any nature or kind whatsoever arising

out of the maintenance, state of repair, non-repair or any defect in the said building encroaching on the property of the Town, and to that end agrees to furnish to the Town upon demand satisfactory proof of insurance evidencing indemnification against the liability of the Owner.

4. The Owner hereby undertakes and agrees to maintain the property encroaching on the Town's land in a proper state of repair.

IN WITNESS WHEREOF the Town has hereunto affixed its corporate seal, duly attested by the Mayor and the Clerk of the said Town and the Owner has hereunto affixed his hand and seal.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

S. Cheney

THE CORPORATION OF THE
TOWN OF PELHAM

[Signature]

Mayor

[Signature]

Clerk

[Signature]



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 (formerly in the Township of Pelham, in the County of Welland) and being composed of part of Lot 3 in the Third Concession of the said Township, and being more particularly described as follows:

PARCEL No. 4 - Containing 1.208 acres more or less and being more particularly described as follows:

COMMENCING at a point in the Southerly limit of the said lot, distant therein westerly 369.33 feet from the south-east angle of the said lot, and which said point of commencement is the intersection of the southerly limit of a public travelled road with the southerly limit of the said lot;
THENCE West in the southerly limit of the said lot a distance of 819.16 feet to the intersection of the said southerly limit with the southerly limit of the public travelled road;
THENCE North 63 degrees and 14 minutes and 45 seconds east in the Southerly limit of the said public travelled road a distance of 314.84 feet to an angle therein;
THENCE South 68 degrees and 51 minutes and 15 seconds East continuing in the said southerly limit a distance of 72.45 feet to an angle therein;
THENCE South 25 degrees and 36 minutes and 20 seconds east continuing in the said southerly limit a distance of 104.93 feet to an angle therein;
THENCE North 89 degrees and 04 minutes and 10 seconds east continuing in the said southerly limit a distance of 72.55 feet to an angle therein;
THENCE North 74 degrees and 58 minutes and 20 seconds east continuing in the said southerly limit a distance of 272.04 feet to an angle therein;
THENCE South 44 degrees and 04 minutes east continuing in the said southerly limit a distance of 129.14 feet more or less to the point of commencement.

C. J. CLARKE, NIAGARA, LIMITED

PROFESSIONAL ENGINEERS

LAND SURVEYORS

LINCOLN PLAZA WELLAND, ONTARIO L3B 4N4

TELEPHONES: 735-7841 735-7844

SURVEY RECORDS FROM 1884
MUNICIPAL ENGINEERING
SEWAGE & WATER SYSTEMS
DRAINAGE & ROADS
GENERAL SUPERVISION

C.J. CLARKE, B.A.Sc., O.L.S., P.ENG.
D.A. LANE, O.L.S.
A. PLUHAR, B.Sc., M.ASCE., M.E.I.C., P.ENG.
THOS. G. CAHILL, O.L.S.

June 27, 1975.

Messrs. Flett, Beccario, Crouch, O'Neill & Morrison,
Barristers and Solicitors,
190 Division Street,
P. O. Box 340,
WELLAND, Ontario.

Attention: Mr. A.G. O'Neill

Dear Sir; Re: Stifel purchase from Shoalts
Part of Lot 3, Concession 3,
Township of Pelham, now in the
Town of Pelham, Regional Municipality of
Niagara

We hereby certify that the lands described as Parcel
No. 4 in Schedule "A" attached hereto have no buildings thereon.

A one storey frame cottage appurtenant to the said
lands is situate entirely within the limits of the unopened road
allowance between Concessions 3 and 4 lying to the south of said
lands.

There are no encroachments upon said lands.

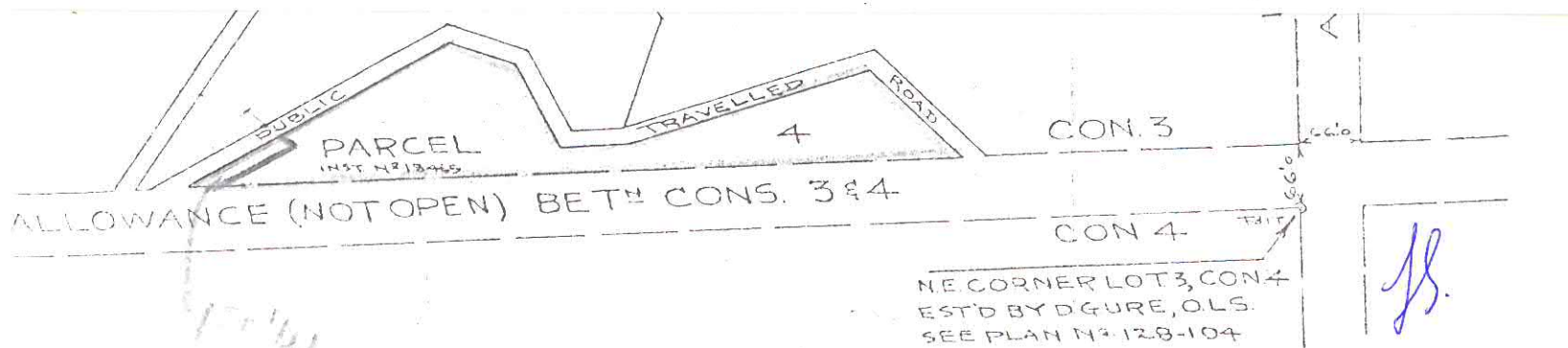
Please be aware that our firm, in 1965, prepared an
Expropriation plan for the Township of Pelham for a 23.0 strip
of land along the south side of Orchard Road in the vicinity of
the new bridge on said road. If this plan was registered, the
description in the above Schedule "A" should be amended to except
said expropriation.

Yours very truly,

C. J. CLARKE, NIAGARA, LIMITED,


D. A. LANE, O.L.S.

DAL:md
File: 65-50B.
Encl:



REAS:-

FIRSTLY: 40.4 ± ACRES
SECONDLY: 1.7 ±

 B. S. O. L. S.

