

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW #369 (1976)

Being a by-law to authorize the Mayor and Clerk to execute a site plan agreement with Mr. P. Stristobolas for the operation of a restaurant on South Pelham Street.

WHEREAS Council deems it desirable to enter into a site plan agreement with Mr. P. Stristobolas for the operation of a restaurant on South Pelham Street;

NOW THEREFORE 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 THIS
14th. DAY OF June, 1976 A.D.


MAYOR


CLERK

THIS AGREEMENT MADE IN TRIPLICATE THIS DAY OF , 1976 A.D.

BETWEEN:

PETER STRIFTOBOLAS,

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 described in Schedule "A" attached to this Agreement;

AND WHEREAS the Owner is desirous of operating from the said lands, a restaurant in accordance with Schedule "B" attached hereto, being a plot plan and building elevation of the development;

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". The storm sewer system shall be designed to adequately disperse storm water from the lands into the existing municipal storm sewer located to the immediate east of the lands described in Schedule "A" in the Municipal Court. The design shall be approved by the Town Engineer and the construction of the storm sewer system shall be in accordance with the specifications of the Town. Upon completion of the construction of the storm sewer system the Town undertakes to repair and maintain the storm sewer system.

(b) The Owner shall, at its own expense, carry out watercourse improvements in accordance with the requirements of the Town Engineer from time to time.

con't.....

(c) The Owner shall pay to the Treasurer an impost fee in the sum of \$752.40 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 the 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 \$752.40. This calculation will be determined and any amount owing, shall become payable by no later than June 15th., 1977 or at such time as the work on the storm sewer system is started.

(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. The Owner undertakes to repair and maintain the sanitary sewer system located on the lands described in Schedule "A".

Without limiting the generality of the foregoing, no storm, surface or roof water shall be discharged into the sanitary sewer system.

(3) BUILDING IMPROVEMENT:

(a) The Owner shall make improvements to the exterior facing of the building, which shall be painted or improved to the satisfaction of the Town Building Inspector.

(b) The Owner shall construct a rear entrance to the building facing east, at a location satisfactory to the Town Building Inspector. This entrance shall be accessible to all public areas of the restaurant.

(4) 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 five (5) 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 as are approved by the Town Engineer. The construction and maintenance of the driveways shall be 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 two-way light, which shall be erected in the place as designated on Schedule "B" attached hereto. The Owner further agrees to install, at its own expense, and if so required by the Town, one 400 watt mercury vapour light and standard to light the parking lot, at such location, and with such design and specification approved by the Town Engineer.

(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.

con't.....

(5) GRADING AND LANDSCAPING:

- (a) The Owner shall, at its own expense, grade the lands as described in Schedule "A" in accordance with the requirements of the Town Engineer and in such a manner as to prevent the accumulation of water 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 entranceway so as at all times to provide effective green areas enhancing the general appearance of the development.
- (c) The Owner shall remove all weeds, and debris, and plant with #1 grade Merion Blue Grass, all land not required for building, parking or walkway.

(6) 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. Such construction to be in accordance with the requirements of and with specifications and of a design approved by the Building Inspector 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.

(7) SIDEWALK CONTRIBUTION:

- (a) The Owner agrees that, in the event Council resolves to construct a sidewalk five (5) feet in width along the entire length of the easterly boundary of the lot described in Schedule "A" or any part of it, it will reimburse the Town for the entire cost of such construction. Such construction shall be in accordance with the Towns specifications for public sidewalks as are in force at that time.

(8) TIME ALLOWANCE FOR COMPLETION OF CONDITIONS:

- (a) The Owner shall immediately commence construction or work on each of the items as mentioned in Clauses 1 to 7 inclusive, with the provision that the Owner need not commence construction until June 15th., 1977 and have completed to the satisfaction of the Town said construction or work by no later than September 15th., 1977, the following:
- (i) paving of parking area and all driveways
- (ii) construction of storm sewer system from the property to the municipal storm sewer,
- (iii) improvement to exterior of building mentioned in Clause 3.

(9) REMOVAL OF ONE FOOT RESERVE:

- (a) The Town hereby agrees, upon the entering into of this Agreement to dedicate, by separate by-law, the one (1) foot reserve,

con't.....

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 are to be approved by the Town Building Inspector and Town Fire Chief.

(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"

(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, carry out any of the terms or conditions of this agreement, 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 Town of Pelham and 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

con't.....

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 -

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK

PETER STRIFTOBOLAS

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 the Village of Fonthill, in the County of Welland and being composed of Part of Lot 31, according to Registered Plan No. 25 for the said Village, which said parcel may be more particularly described as follows, now known as Plan No. 717;

COMMENCING at the south-west angle of said Lot;

THENCE northerly in the westerly limit of said lot, 31 feet to a point;

THENCE easterly parallel to the southerly limit of said lot, 66 feet to a point;

THENCE southerly parallel to the westerly limit of said lot, 5 feet to a point distant 26 feet from the southerly limit of said lot;

THENCE easterly parallel to the southerly limit of said lot, 66 feet more or less to a point in the easterly limit of said lot;
THENCE southerly in the easterly limit of said lot, 26 feet more or less to the south-easterly angle thereof;

THENCE westerly in the southerly limit of said lot, 132 feet more or less to the point of commencement, which said parcel is subject to a right-of-way over the northerly 9 feet of the westerly 35 feet of said lot, the lands herein described purporting to be the lands conveyed to Douglas Sharpe by registered deeds Nos. 2755 and 90686A.

SOUTH PELHAM STREET

31'

WALKWAY TO BE
KEPT FREE AND CLEAR
OF WEEDS AND DEBRIS

66'

5'

CONIFEROUS SHRUBS

SIDEWALK

132'

#1 GRADE
MERION
BLUE GRASS

PARKING
LOT

CAR STOPPERS

CATCH
BASIN

ENTRANCE/EXIT TO MUNICIPAL DRAIN

26'

SCHEDULE "B"

STRIKEDOWN AGREEMENT

JUNE 14, 1916.

[Signature]

LOT TO BE GRADED
SO THAT ALL STORM
DRAINAGE GOES TO
CATCH BASIN

JUNE 16 Remand