

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

BY-LAW #390 (1976)

Being a by-law to authorize the Mayor and Clerk to execute a site plan agreement with Mr. John Emmons for the purpose of permitting the expansion of the existing commercial building on his property.

WHEREAS Council deems it desirable to enter into an agreement with Mr. John Emmons for the purpose of permitting the expansion of the existing co-commercial building on his property;

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

(1) THAT the agreement attached hereto be made part of this by-law between the Corporation of the Town of Pelham and Mr. John Emmons 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
25th. DAY OF October, 1976 A.D.

E. E. Emmons Mayor
MAYOR

M. Channing Deputy
CLERK

BETWEEN:

JOHN EMMONS,

Hereinafter called the "Owner",
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN
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 commercial lands in the Town described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of expanding his existing commercial florist shop in accordance with Schedule "B" and "C" attached hereto, being a plot plan and a building elevation plan filed with the Town'

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) SANITARY SEWERS:

The Owner shall, at its own expense, construct a sanitary sewer system on the said lands, to adequately service the two buildings located thereon, such construction to be in accordance with specifications and a design approved by the Town Building Inspector. Further, the Owner shall 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.

con't.....

(2) WATER:

- (a) The Owner shall, at its own expense, construct and install all necessary connections to watermains, and all internal water supply services necessary to adequately serve the building located on the said lands, such construction to be in accordance with the requirements of and with specifications and a design approved by the Town Building Inspector.
- (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.

(3) STORM SEWERS:

- (a) The Owner shall, at its own expense, extend the existing storm sewer system located on the lands described in Schedule "N" to adequately serve the development proposed and as shown on Schedule "B", such construction to be in accordance with specifications and a design approved by the Town Building Inspector. The Owner undertake to repair and maintain the storm sewer system located on the lands described in Schedule "B".
- (b) The Owner shall, at its own expense, carry out watercourse improvements in accordance with the requirements of the Town Building Inspector from time to time, and as especially set out in the site plan.

(4) 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 seven (7) 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 as shown on Schedule "B" and in accordance with specifications approved by the Town Engineer.
- (c) The Owner shall pave all parking areas and driveways mentioned above within one year after the issuance of the building permit from the Town Building Inspector for the addition of the florist shop shown on Schedule "B".

(5) GRADING AND LANDSCAPING:

- (a) The Owner shall, at its own expense, grade the said lands in accordance with the requirements of the Town Building Inspector 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, maintain existing vegetation on the lot where possible, and adequately landscape, plant and maintain all the lands

con't.....

described in Schedule "B" 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.

(6) 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.

(7) SIGNS:

The Owner shall receive approval from the Town of Pelham and the Ministry of Transportation & Communications prior to the addition of any further signs other than the existing fascia sign attached to the front of the building.

(8) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Treasurer, a sum in the amount of Five Hundred, Ninety Dollars (\$590.00) for the purpose of expanding and renewing services in the Town. Such fee shall become payable after approval is received from the Ontario Municipal Board on the by-law rezoning the additional lands to commercial to allow the expansion under this agreement, and before issuance of the necessary building permit.

(9) CONTRIBUTION FOR PUBLIC PURPOSES:

The Owner shall pay the Treasurer, a sum in the amount of Four Hundred, Thirty-Five Dollars (\$435.00) equalling 5% of the agreed current market value, for the expansion of public purposes in the Town. Such fee shall become payable after approval is received from the Ontario Municipal Board on the by-law rezoning the additional lands to commercial to allow the expansion under this agreement, and before issuance of the necessary building permit.

(10) GENERAL:

(a) The Owner agrees that the final building plans will be to the satisfaction of the Building Inspector.

con't.....

(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" 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 Province of Ontario.

(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,

con't.....

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

)

) *Edmund A. Maynard*

) MAYOR

)

)

) CLERK

)

)

)

)

) JOHN EMMONS

)

)

)

)

DESCRIPTION FOR RE-ZONING

PART OF THE PRATT LOT (FORMERLY CHESTNUT STREET)
 PART OF THE BEATTY LOT (FORMERLY CHESTNUT STREET)
 PART OF LOTS 3, 4 AND 5 NORTH SIDE EAST CANBORO STREET
 ALL FORMERLY PART OF LOT 168 TOWNSHIP OF THOROLD
 ACCORDING TO DEXTER D'EVERARDO'S UNREGISTERED PLAN

(now known as Plan 716)

NOW SHOWN ON REGISTERED PLAN NO. 25

(now known as Plan 717)

FORMERLY IN THE VILLAGE OF FONTHILL
 COUNTY OF WELLAND

ALL NOW IN THE TOWN OF PELHAM
 REGIONAL MUNICIPALITY OF NIAGARA

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, and being composed of Part of The Beatty Lot and the Pratt Lot (formerly Chestnut Street) Part of Lots 3, 4 and 5 North side East Canboro Street, all formerly part of Lot 168, Township of Thorold, according to Dexter D'Everardo's unregistered Plan (now known as Plan 716) now shown on Registered Plan No. 25 (now known as Plan 717) formerly in the Village of Fonthill, County of Welland, all now in the said Town of Pelham, containing by admeasurement an area of 18,670 square feet, (0.429 of an acre) more or less, shown outlined in red on the whiteprint of a plan dated September 8, 1976, signed by Thomas G. Cahill, O.L.S. and attached hereto, and which said parcel or tract of land may be more particularly described as follows:

PREMISING that the northerly limit of East Canboro Street has an astronomic bearing of N 64°44'30"E according to an Instrument registered in the Registry Office for the Registry Division of Niagara South formerly the Registry Division of the said County of Welland as No. 82026B, and relating all bearings herein thereto;

COMMENCING at an iron bar defining the south-westerly corner of said Lot 3;

THENCE N 64°44'30"E in the said northerly limit of East Canboro Street, 2.82 feet to an iron bar marking the Place of Beginning of the lands herein to be described;

THENCE N 64°44'30"E in the said northerly limit of East Canboro Street, 154.26 feet to an iron bar;

THENCE N 25°15'30"W, 100 feet to an iron bar;

THENCE S 87°33'W, 146.32 feet more or less to an iron bar in the west limit of said Beatty Lot;

x *E. E. Lane* ...2....
A. May

THENCE S 1°17'W, in the said west limit of Beatty Lot,
47.19 feet to an iron bar;

THENCE S 88°36'E, 27.69 feet to an iron bar;

THENCE S 12°32'30"E, 104.65 feet more or less to the

Place of Beginning.

WELLAND, Ontario.

October 18, 1976.

File: 67-164

C. J. CLARKE, NIAGARA, LIMITED,
Ontario Land Surveyors,



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

x. *E. E. Lane*
A. I. Meyer