

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

BY-LAW #420 (1977)

Being a by-law to authorize the Mayor and
Clerk to execute an agreement with Marsh-
ville Limited for the purpose of regulating
industrial lots on Webber Road.

WHEREAS Council deems it desirable to enter into an agreement
with Marshville Limited for the purpose of regulating industrial lots on
Webber Road;

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 Marshville
Limited 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
30th. DAY OF May, 1977 A.D.

MAYOR

CLERK

THIS AGREEMENT IN TRIPLICATE THIS DAY OF , 1977

BETWEEN:

MARSHVILLE LIMITED,

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 on Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of constructing on the said plan,
industrial complexes;

AND WHEREAS the Town has agreed to permit the said development upon certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of One Dollar (\$1.00) paid by the Owner to the Town receipt whereof is hereby acknowledged, the Parties hereto covenant and agree as follows:

(1) The Owner agrees that prior to any development occurring on the lands described in Schedule "A", to execute a site plan agreement with Council for the purpose of regulating that development, and as well, to receive the necessary approved Zoning By-law covering those lands described in Schedule "A" from the Ontario Municipal Board.

(2) The Owner agrees that the said site plan agreement mentioned above shall incorporate the following matters:

- (1) internal roadway (location and construction)
- (2) storm drainage (internal and external of site)
- (3) septic tank provision
- (4) water supply provision
- (5) provision for adequate fire prevention
- (6) lighting of parking areas and entranceways
- (7) entrance permits
- (8) sign permits
- (9) location of buildings

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- (10) landscaping provisions
(11) garbage collection and any other matters deemed appropriate
by Council or the Regional Planning Department.

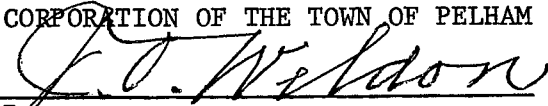
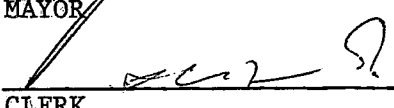
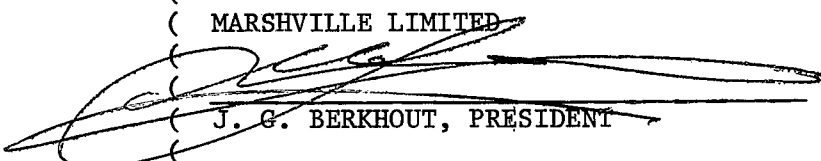
(3) The Owner further agrees that prior to the sale of any of the 10 acre parcels created to register on title that the necessary approved Zoning By-law and site plan agreement must be executed with Council prior to any development taking place whatsoever on the parcel.

(4) The Town agrees to enact the necessary Zoning By-law rezoning these lands to the necessary Industrial Zone to permit proper and orderly development.

(5) The Town further agrees to negotiate the necessary site plan agreement in good faith, as referred to in Clause 1 above.

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
(
(
(
(MARSHVILLE LIMITED
(
(J. G. BERKHOUT, PRESIDENT
(
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