

C O P Y

THIS AGREEMENT made in triplicate the twenty-first day of February, 1950,

BETWEEN:

THE CORPORATION OF THE CITY
OF ST. CATHARINES,

Hereinafter called the "City",

of the FIRST PART;

- and -

ABRAHAM NEWMAN, Merchant, EDWARD
OFFSTEIN, Merchant, AARON BOGOMOLNY,
Merchant, RALPH J. HOFFMAN, Merchant,
and LOUIS BURNSTEIN, Manufacturer,
all of the City of St. Catharines,
in the County of Lincoln, Trustees
of the Congregation B'Nai Israel,

Hereinafter called the "Trustees",

of the SECOND PART.

~~WHEREAS~~ the City has agreed to sell the Trustees the lands described in the Schedule hereto for cemetery purposes.

AND WHEREAS the City and the Trustees have agreed on certain matters with respect to the use and the operation of the said cemetery.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sale of the said lands by the City to the Trustees and the mutual covenants and agreements hereinafter respectively to be performed and observed by each of the said parties, the City and the Trustees COVENANT and AGREE as follows:

1. The City agrees to have its employees open and close a grave for each burial in the said cemetery and the Trustees agree to pay the City for the actual cost for such services.
2. The City agrees without charge to keep a record of all interments in the cemetery provided however that the Trustees or some person duly authorized by them will furnish the City Clerk at his office with all information necessary for making such records.
3. In all other matters the Trustees agree to assume complete charge and responsibility for the development, maintenance and

operation of the said cemetery, including without limiting the generality of the foregoing the sale and issuing of deeds for burial plots and recording ownership thereof and the Trustees further agree to comply with all statutes and regulations of the Province of Ontario and Dominion of Canada from time to time in force relating to cemeteries.

4. The Trustees agree to indemnify and do hereby indemnify and save harmless the City and its officers, employees, servants and workmen against all loss, costs, damages, claims, demands, actions and causes of actions which the City may suffer or be required to defend arising out of this agreement or by reason of the default or neglect of any of its officers, employees, servants and workmen in the performance of the services herein provided for.

5. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Mayor and Clerk have hereunto set their hands under the seal of the Corporation and the Trustees have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

In the Presence of

(SEAL)

(SGD) BESSIE GELLENDER

THE CORPORATION OF THE CITY OF ST. CATHARINES

(SGD) RICHARD M. ROBERTSON
Mayor

(SGD) HERBERT H. SMITH
Clerk

(SGD) ARON BOGOMOLNY Seal

(SGD) RALPH J. HOFFMAN Seal

(SGD) EDWARD OFFSTEIN Seal

(SGD) A. NEWMAN Seal

(SGD) L. BURNSTEIN Seal

S C H E D U L E

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Grantham, in the County of Lincoln and Province of Ontario, and being composed of part of Lots 3 and 4 as shown on the Emmett Plan No. 39 in the said Township of Grantham, and which may be more particularly described as follows:-

COMMENCING at a point in the Easterly boundary of Ashland Avenue distant therein Northerly 135.2 feet from the South-west angle of said Lot 4; THENCE South 53 degrees and 16 minutes East 19.2 feet to a point, which said point is the place of beginning of the herein described property; THENCE North 1 degree and 29 minutes West parallel to the Easterly boundary of Ashland Avenue, 267.8 feet; THENCE South 53 degrees and 16 minutes East, 500.7 feet; THENCE South 36 degrees and 44 minutes West, 209.0 feet; THENCE North 53 degrees and 16 minutes West, 333.15 feet more or less to the place of beginning.

CONTAINING by admeasurement 2.0 Acres more or less.

TOGETHER WITH a right of ingress and egress for persons, vehicles and equipment across and over that part of said Lot 4 described as follows:

COMMENCING at a point in the Easterly boundary of Ashland Avenue distant therein Northerly 135.2 feet from the South-west angle of said Lot 4; THENCE South 53 degrees and 16 minutes East, 19.2 feet; THENCE North 1 degree and 29 minutes West, 267.8 feet; THENCE North 53 degrees and 16 minutes West, 19.2 feet to the Easterly boundary of Ashland Avenue; THENCE South 1 degree and 29 minutes East in the said last mentioned boundary, 267.8 feet more or less to the place of beginning until such time as the said part of Lot 4 is declared to be a public highway.