

THIS INDENTURE made in triplicate this 30th day of May,

1985 A.D.

B E T W E E N :

PENINSULA GARDENS 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 ENGINEERS" shall mean the Engineers of the Corporation of the Town of Pelham.

(d) "TREASURER" shall mean the Treasurer of the Corporation of the Town of Pelham.

(e) "WORKS SUPERINTENDENT" shall mean the Public Works Superintendent of the Corporation of the Town of Pelham.

2. WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto and have applied to the Land Division Committee of the Regional Municipality of Niagara for a consent and have obtained such a consent subject to conditions;

AND WHEREAS the decision of the Land Division Committee was conditional upon the entering into an agreement by the Owner and the Town;

AND WHEREAS the Town requires the Owner, before final approval of the consent, to agree to certain terms and conditions for the development for which approval is sought;

con't.....

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said proposed development, and in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Town (the receipt thereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

(1) REGISTRATION:

The Owner covenants and agrees to register this Agreement against every lot which has been created by the consents granted by the Land Division Committee of the Regional Municipality of Niagara.

(2) PARKS DEDICATION:

The Owner will pay to the Town the sum of \$2,047.50 as payment of cash in substitution for the conveyance of 5% of the land to the Town for parks purposes.

(3) EXPANSION AND RENEWAL FUND:

The Owner shall pay the Town the sum of \$3,360.00 for the purpose of expanding and renewing services within the Town limits.

(4) LOCAL IMPROVEMENT CHARGES:

The Owner hereby agrees to commute and pay to the Town, at the time of signing of this agreement, any and all frontage charges with respect to the existing local improvements assessed against the lands as described in Schedule "A" to this Agreement. Such sum to be \$3,355.84 for sanitary sewer frontage and \$2,983.98 for water frontage.

(5) NATURAL DRAINS:

The Owner shall not change or do any work that will prejudicially affect any natural watercourse or drainage ditch without making full and proper provisions for the continuance of such drainage facilities. The proposed proper provision to be made by the Owner shall be subject to approval of the Town Engineer. In the event changes are made, after having been approved by the Town Engineer, the Owner nevertheless shall be solely responsible for any damage caused thereon, and shall indemnify and save harmless the Town therefrom.

con't.....

(6) TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" to this agreement and shall pay all taxes on this property on the present basis of assessment, whether previously levied or not, until such time as the lands being subdivided have been assessed according to the parcels created by the consents. The Owner further agrees that when the said lands have been reassessed, to pay all current taxes as established by the reassessment, or any additional amounts as thereby required.

(7) PAYMENT FOR UPGRADING OF EXISTING ROADS:

The land as described in Schedule "A" to this agreement abuts the existing travelled road allowance of Welland Road. The Owner shall be required to pay the Town in cash the sum of \$4,095.17 being half the cost of upgrading Welland Road as it abuts the said lands.

(8) DRIVEWAY CULVERTS:

The Owner agrees that the cost of installation of a driveway culvert shall be at the expense of the Owner at the time of application for a building permit.

(9) TREES:

(a) The Owner shall plant one (1) tree on each lot.

(b) The trees as required under subsection (a) shall be of the following type, Norway Maple, Mountain Ash, Locusts or Flowering Crab, 4m-4.5m in height with a caliper of 3.8cm to 5cm and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal healthy root systems.

(10) SANITARY SEWERS:

(a) The Owner shall at his own expense construct sanitary connections (laterals) to each lot from the street sewer to the street line. The sanitary sewer lateral shall be a minimum of 125mm diameter building sewer pipe or equal acceptable to the Town Engineer, and with proper fittings designed by the Town Engineers construction standards. *The owner further agrees that the sanitary sewer laterals will be installed to all three lots at one time and prior to the issuance of any building permits.*

con't.....

(b) Domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing each lot. Roof water, foundation and weeping tile sub-surface water from any building constructed on any lot shall not be discharged into the sanitary sewer.

(11) WATER SERVICES:

The Owner at his own expense shall construct water connections (laterals) to each lot from the street main to the street line. Such laterals shall be constructed to Town Standards and be approved by the town.

IN WITNESS WHEREOF the Parties hereto have hereunto set their Corporate Seals under the hands of officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED

- In the Presence of -

) THE CORPORATION OF THE TOWN OF PELHAM

)

)

) MAYOR

)

)

) CLERK

)

)

) PENINSULA GARDENS LIMITED

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

SCHEDULE "A"

ALL AND SINGULAR that certain parcel of land, 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 Block C, compiled Plan 16, now known as Plan 703, and being designated as Parts 1, 2 and 3 on a Reference Plan deposited in the Registry Office for the Registry Division of Niagara South as 59R-4490.

