



FOR OFFICE USE ONLY

NUMBER LT 37504

CERTIFICATE OF RECEIPT

'86 JAN -6 11:12

ASS. DEP. LAND REGISTRAR  
NIAGARA SOUTH No. 59  
WELLAND

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 41 pages

(3) Property  
Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Nature of Document

Application to register Notice of an Agreement  
Section 78 of the Land Titles Act

(5) Consideration

Dollars \$

(6) Description

Parcel Plan-1, Section 59M- 105  
Whole of Lots 1 to 19 both inclusive, and  
Blocks "20" to "26" both inclusive, registered  
Plan 59M- 105, in the Town of Pelham, in the  
Regional Municipality of Niagara

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☐

(8) This Document provides as follows:

We, The Corporation of the Town of Pelham, being interested in the lands entered in the Register for Section 59M- 105 as parcel Plan-1 of which Short Hill Meadows Inc. is the registered owner, hereby applies to have entered on the Register for the following lands, namely the whole of Lots 1 to 19, both inclusive, and Blocks "20" to "26", both inclusive, and the street, namely Shorthill Place, all as shown on a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Niagara South (No. 59) as Plan 59M- 105, a Notice of Agreement dated the 17th day of September, 1985 made between Short Hill Meadows Inc. of the First Part and The Corporation of the Town of Pelham of the Second Part.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

THE CORPORATION OF THE TOWN OF PELHAM

E.S. Bergenstein  
E.G. Bergenstein

85 10 16

Murray Hackett  
Murray Hackett

85 10 16

(11) Address  
for Service

P.O. Box 400, 43 South Pelham Road, Fonthill, Ontario L0S 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address  
for Service

(14) Municipal Address of Property

Not Assigned

(15) Document Prepared by:

Group 2 Development Limited,  
3643 Portage Road,  
Niagara Falls, Ontario  
L2J 2K8

Fees and Tax

TRIP

Registration Fee

17.00

Total

SCHEDULE

Affidavit in Support of Application  
to Register Notice of Agreement  
(Section 74 of the Land Titles Act)

I, MURRAY HACKETT, make oath and say as follows:

I am the <sup>CLERK</sup>~~solicitor~~ for the applicant named in the attached application for entry of a Notice of Agreement under Section 74 of the Land Titles Act.

The applicant's interest in the land is as a party to the Agreement.

Sworn before me

at the Town  
of Pelham  
in the Region  
of Niagara  
this 15<sup>th</sup> day of October  
1985

Murray Hackett

E. P. Wagg  
A Commissioner, etc.

3

THIS INDENTURE MADE IN TRIPLICATE THIS 17th. DAY OF SEPTEMBER, 1985 A.D.

BETWEEN:

SHORT HILL MEADOWS INC.

Hereinafter called the "Owner",  
OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town",  
OF THE SECOND PART.

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.
- (e) "MINISTER" shall mean the Minister of Municipal Affairs & Housing.

WHEREAS the Owners purport to be the Owners of the lands in the Town of Pelham, described in Schedule "A" attached hereto and have applied, or propose to apply to the Minister of Municipal Affairs & Housing for approval of a plan of subdivision thereof, hereinafter called "The Plan" for the purpose of registering the same in the Land Registry Office (No. 59), Land Titles Division of Niagara South;

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AND WHEREAS the Town requires the Owner, before final approval of the proposed plan of subdivision, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such a subdivision or that part of such subdivision for which approval is sought and to agree to the other provisions herein contained;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said proposed plan of subdivision, and in consideration of the sum of ONE DOLLAR (\$1.00) 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:

- (a) to register this Agreement against every lot and parcel of land within "The Plan" at the same time as "The Plan" is registered, and
- (b) to register "The Plan" in the Land Registry Office (No. 59), Land Titles Division of Niagara South, within one (1) month after approval of "The Plan" is granted by the Minister.

(2) TRANSFER TO TOWN FOR MUNICIPAL PURPOSES:

The Owner will:

- (a) dedicate the lands shown as Block <sup>21</sup>~~A~~<sup>AKR</sup> on the plan to the Town as hazard lands upon which a storm water retention pond will be constructed.
- (b) dedicate the lands shown as Block <sup>22</sup>~~B~~<sup>ANY</sup> on the plan for parks purposes.
- (c) by certificate on the Plan, dedicate to the Town the road allowances;
- (d) grant by way of easement to the Town those areas as shown on the Plan, and as described in Schedule "B".

(3) ENGINEERING SERVICES & INSPECTION:

- (a) The works herein shall be undertaken by the Owner who will engage at their own expense the services of Professional Engineers who are registered under the Professional Engineers Association of Ontario to perform the following engineering services, subject to the approval thereof by the Town Engineer and the Council:

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- (i) preliminary investigation;
- (ii) layout drawings and design criteria of roads and services;
- (iii) detailed estimates of cost;
- (iv) contract drawings and specifications;
- (v) application to the Ministry of the Environment for necessary approvals;
- (vi) calling of tenders if so requested by the Owner;
- (vii) analysis of bids and recommendations to the Owner;
- (viii) setting out the work;
- (ix) supervision of construction; and
- (x) preparation of progress certificates on the works undertaken by the Owner and supply copies of each progress certificate to the Town Engineer (having regard to utility agencies, e.g. hydro, gas, telephone, etc.)

(b) The said Professional Engineer shall file with the Town Engineer prior to registration of this Agreement, a written undertaking:

- (i) that he has been engaged by the Owner to supervise the work;
- (ii) that the work will be done in accordance with the contract drawings and specifications and all other provisions of this Agreement;
- (iii) that all phases of the work will be subject to the approval of the Town Engineer; and
- (iv) that he will provide the Town Engineer, prior to the acceptance of the works by the Town Engineer on behalf of the Town, with a complete set of linen tracings or certified true copies thereof suitable for making reproductions of the works as constructed pursuant to this Agreement, as well as detailed engineering data. The tracings or certified true copies or detailed engineering design shall be in the following form:
  - (1) tracings shall be plan-profile linen 24" x 42" sheets and ink lettering;

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(2) title blocks (5" x 3") to be placed in lower right-hand corner and shall indicate nature of work, location, limits and scales;

(3) a complete copy of design details of storm and sanitary sewer layouts which said design details shall be based on design formula provided by the Town Engineer;

(4) plan profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made;

(5) horizontal ties shall be made to property lines;

(6) levels shall be to datum and all field surveys shall be tied into Geodetic Bench Marks.

(v) that he understands that any contractor employed by the Owner shall, as a condition of such employment, be approved by the Town Engineer.

(vi) that he will provide a certificate at the completion of the construction indicating that the works have been installed according to the Town Standards.

(4) INSPECTION BY TOWN ENGINEER:

All works undertaken by the Owner pursuant to this Agreement shall be inspected by the Town Engineer from time to time and so often as he shall deem necessary.

(5) ENGINEERING:

(a) The Owner shall deposit with the Town, cash in an amount equal to the estimated fees and disbursements billed to the Town by its Engineers for services performed by its Engineer in connection with the subdivision including waterworks, which will include the costs of administration, engineering and supervision. All such fees shall be as set out in the Schedule of Fees for Consulting Engineers Services recommended by the Association of Professional Engineers of Ontario.

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(b) Such deposit shall also include wages of the Town Inspector including overhead and shall be at the rate as set out on the Schedule of Fees attached hereto, during the duration of construction. The Town Inspector as part of his duties shall pick up all measurements of pipe and material installed as well as the location of manholes, catchbasins and laterals.

(c) The fees and disbursements are estimated to be \$10,500.00, however, it is agreed that if the actual fees and disbursements are less than the estimated amount, the balance will be returned to the Owner together with any interest accrued on the deposit and if the fees and disbursements are more than \$10,500.00, the difference will be paid by the Owner to the Town within 30 days of receiving the account.

(d) Any work performed by the Town Engineer pursuant to the provisions of this agreement shall not be deemed to be an assumption by the Town Engineer of any liability of any nature or kind in connection with such work or a release of the Owner by the Town of the obligations of this agreement.

(6) REGIONAL INSPECTION:

The Regional Municipality of Niagara shall have the right at any time to inspect any of the works in progress, at no cost to the Owner.

(7) CONSTRUCTION OF SERVICES:

The Owner agrees to construct and pay the whole cost of such construction and materials required for all of the works referred to in Schedules "C", "D", "E", "F", "G", "H", "I", "J", "K", "M" and "N" attached hereto, and in accordance with the conditions and specifications contained in such Schedules with the exception of those works detailed in Schedules "D" and "E" to be paid for by the Town of Pelham.

(8) CONTRACTORS:

Before commencement of any works, the Owner shall show satisfactory proof to the Town Engineer that the proposed contractors or sub-contractors to whom the Owner proposes to let or submit any part of the works, have in the opinion of Town Engineer sufficient and valid liability insurance policies, a certificate from the Workmen's Compensation Board showing that the contractor is in good standing; and, evidence satisfactory to Town Engineer that the contractor is qualified, experienced and has equipment to successfully complete the works. Any contractor employed by the Owner shall, as a condition of such employment, be approved by the Town Engineer.

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(9) PERFORMANCE BOND:

The Owner shall obtain from their contractors, performance bonds guaranteeing all of the construction required by the Town and by this Agreement, and each bond shall include maintenance of the work involved for a period of twelve months after acceptance by the Town of all such construction. Each bond shall be in the amount of 100 percent (100%) of construction value of all of the municipal services, except hydro electric distribution plant and street lights.

(10) LETTER OF CREDIT:

The Owner shall provide the Town with an irrevocable Letter of Credit from a Canadian Chartered Bank or Trust Company for an amount equal to 100% of the estimated costs of construction of the primary and secondary services as set out in Clause 27 (a). The Letter of Credit shall be valid for a period of at least one year. Upon application by the Owner, the Town may reduce the amount of the Letter of Credit from time to time, provided that the security held by the Town remains at least equals 110% of the estimated cost of the primary and secondary services still to be constructed. The Letter of Credit shall be renewed by the subdivider from year to year as necessary, such renewal shall be confirmed at least 14 days prior to the expiry, if such renewal is not confirmed, the Town shall draw on the letter of credit. At the time of final acceptance of the subdivision services by the Town, the Letter of Credit shall be returned to the Owner.

(11) MATERIALS:

All the works required hereunder shall be done and performed to the satisfaction of the Town Engineer, and all materials required for the said works shall be supplied to the specifications and directions of the Town Engineer.

(12) STRIPPING TOPSOIL:

The Owner shall not remove any topsoil from the lands described in Schedule "A" attached hereto without first obtaining written approval from the Town.

(13) STRIPPING AND TREE REMOVAL:

(a) The Owner shall remove from all road allowances, any trees, brush, growth, or surplus, or other materials as may be designated by the Town Engineer and further shall remove from all the lands any unkempt, diseased or infested trees, vines or bushes. If such removal is not carried out within fourteen (14) days of written notice delivered to the Owner by the

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Town, the Town may cause the unkempt, diseased or infested trees, vines or bushes to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

(b) The Owner agrees that before any trees are removed to facilitate the installation of the works required to be installed by it herein, they will arrange a site inspection of the development with representatives of the Town, the Owner, the Town Engineer, the Owner's contractor, the Ministry of Natural Resources and the utility companies. The representatives present will designate tree growths of major importance, which will be marked, and all efforts will be made during construction of services to preserve these specimens.

(14) ROUGH GRADING ROADS:

(a) The Owner agrees to rough grade all roads connected with the development of the land to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and other ground systems as may be required by this Agreement. The Owner further agrees to keep boulevards and easements clear and free of all material and obstructions which might interfere with the construction of telephone, gas, water and hydro installations. The Owner further agrees to follow all recommendations of the Storm Water Management Plan prepared by Delcan Engineering January, 1985 in regard to the stripping, filling and grading of the subdivision roads.

(b) The Owner will provide in all contracts that the contractors will not substantially disturb the site in advance of the construction of the various services. In addition, the site will be reinstated as soon as possible to prevent excessive erosion from runoff.

(15) ROUGH GRADING LOTS:

(a) The Owner agrees to level all lots in the subdivision after the construction of services and remove any debris which would prevent the mowing of weeds by means of a tractor and mower.

(b) The Owner agrees to insert a clause in all sales contracts that purchasers or builders will not remove topsoil or vegetation from the lots prior to making applications for building permits unless approval is otherwise granted by the Ministry of Natural Resources and the Town of Pelham.

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(c) The Owner will insert a clause in all sales contracts stating that the purchaser or builder agrees to not unnecessarily strip the lot of vegetation beyond the areas required for home construction and further, after construction of the home, to sod or seed and landscape the lot as required under clause 15 (d). Should the Owner strip the lot beyond the areas necessary to construct the home, he will immediately either sod the overstripped areas or use other suitable approved means to stabilize the stripped area.

(d) The Owner will insert a clause in all sales contracts that the purchasers or builders will, upon completion of the homes on the lots, immediately proceed to sod or seed and landscape the lots or, in the event that the home is completed in inclement weather, at the first opportunity. In any event, the lots must be fully sodded or seeded within two (2) months of house occupancy, except during the winter when the lot must be sodded prior to May of the following spring.

(16) CLEANING SEWERS AFTER ROAD CONSTRUCTION:

Upon completion of paving of roads, the Town shall inspect the storm and sanitary sewers, and if it is deemed necessary clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto at the expense of the Owner.

(17) STORM SEWER:

The Owner shall be responsible for determining and providing, at their own expense, a storm sewer system with appropriate drains and outlets adequate for the ultimate drainage area, and for the future servicing of such area as shown on the engineering drawing. The final acceptance of the subdivision shall not be made unless and until design studies satisfactory to the Town Engineer shall have been furnished to him by the Owner and accepted by him on behalf of the Town, or alternatively prepared by the Town Engineer at the cost of the Owner. The Owner shall remain responsible for the impact on the surrounding drainage area occasioned by the operation of the storm sewers and on the natural watercourses as set out in paragraph 22 of this Agreement, to the date of final acceptance of the subdivision by the Town, or for a period of twelve months after final paving of the roads and roofing of the dwellings on 75 percent (75%) of the lots in the subdivision, whichever date is later.

The Owner will, with the co-operation of the Town, install the necessary storm water management devices, maintain the storm water systems and follow the recommendations set out in the Storm Water Management Report prepared for this development by Delcan Engineering and dated January, 1985. The requirements and recommendations of the Report are contained in Schedule "E" attached hereto.

(18) LOCAL IMPROVEMENT CHARGES:

The Owner hereby agrees to commute and pay to the Town before the final approval of the said plan of subdivision is requested, any and all frontage charges with respect to the existing local improvements assessed against such of the property as shown on this plan.

(19) EXPANSION AND RENEWAL FUND:

(a) The Owner shall pay the Town the sum of Twenty-one Thousand, Two Hundred and Eighty Dollars (\$21,280.00) for the purpose of expanding and renewing services within the Town limits.

(20) PRELIMINARY ENGINEERING AND PLANNING COSTS:

It is agreed that if the fees for preliminary engineering and planning are less than the amount of the monies on deposit, as per Town Policy, the balance will be returned to the owner and if the fees for preliminary engineering and planning exceed the monies on deposit, the difference will be paid by the Owner to the Town in cash as a requirement of this Agreement.

(21) SURFACE DRAINAGE PLAN:

The Owner shall be responsible for providing, at their expense, a surface drainage plan for all lands described in Schedule "A" attached hereto; said plan to meet with the approval of the Town Engineer. The said plan shall show inter alia the intended description of flow of storm water to, within and from each lot on the plan. Building restrictions shall be imposed upon each lot and included in each deed prohibiting a subsequent owner thereof from altering such flow or from impeding the same to an extent sufficient to cause ponding in another lot. The said drainage plan shall be attached to this Agreement as Schedule "K". All elevations shown on Schedule "K" shall be maintained after construction of any building or structure upon the lands affected, and this provision shall be included in the building restrictions hereinbefore referred to.

(22) 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 thereto, and shall indemnify and save harmless the Town therefrom.

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The Owner will only undertake changes to any natural watercourses in accordance with the recommendations and detailed engineering design as recommended in the Storm Water Management Report prepared by Delcan Engineering and dated January, 1985.

(23) HYDRO:

(a) The Owner shall pay the whole cost of and install street lights to the Town of Pelham Standards and in accordance with plans and specifications approved by Ontario Hydro. The said work is to be carried out in accordance with Schedule "G" attached hereto, and prior to the final approval of the proposed subdivision plan, the Owner shall deposit with the Treasurer an amount estimated to cover the cost thereof, unless otherwise satisfactory arrangements are made with Ontario Hydro.

(b) The Owner shall have the option of designing their own power distribution system, calling the tenders, and letting the contract for said work, subject to approval of all engineering design layouts by Ontario Hydro and subject to Ontario Hydro inspecting the installation.

(24) REPLACING UTILITIES, ETC.:

The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any water, sewer, hydro-electric, gas or telephone pipes, conduits, wires or pole lines, or any other public utility works as required or approved by the Town Engineer, and shall be solely responsible for any damage caused to the said pipes, conduit, wires, pole lines, hydrants or other works.

(25) LIABILITY INSURANCE:

Before commencing any of the work provided for herein, the Owner shall supply the Town with a Liability Insurance Policy (with no exclusions) in a form satisfactory to the Town, and in an amount not less than One Million Dollars (\$1,000,000.00), indemnifying the Town until the issue of the certificate referred to in Clause 29, from any loss arising from claims for damage, injury or otherwise in connection with the work done by the Owner, their employees, servants or agents, or any independant contractor to serve the lands described in Schedule "A" attached hereto. The Owner shall submit to the Town evidence from the Insurer that the premium for the said Policy has been paid for a period of one (1) year and so on from year to year during the currency of the work provided for herein.

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(26) RE-STAKING LOTS ON THE PLAN:

Upon completion of all works required under this Agreement and prior to the issuance of the final certificate, the Owner shall be responsible for re-staking all one-inch key bars in the subdivision. It is further understood and agreed that no lot may be severed by sale or conveyance until such sale or conveyance has been approved, pursuant to the provisions of the Planning Act.

(27) (A) DEFINITION OF PRIMARY & SECONDARY SERVICES:

(a) Primary Services:

- (i) sanitary sewers and appurtenances complete,
- (ii) drainage facilities sufficient, in the opinion of the Town Engineer, to provide safety and protection from undue inconvenience to residents and their visitors, both within and beyond the area of land which is the subject of this Agreement;
- (ii) roadways,
  - (a) of final design width;
  - (b) with a granular thickness at least three-quarters of the final granular thickness;
  - (c) with a surface which, in the opinion of the Town Engineer, will provide the residents and their visitors with convenient access and parking.
- (iii) fully functioning and pressurized watermains, hydrants and appurtenances.
- (iv) rough grading of lots.
- (v) Storm Water management works
  - (a) silt control devices installed across drainage outlets.
  - (b) straw bale silt traps around catch basins and storm sewer inlets.
  - (c) detention ponds in place functioning, sodded and stabilized.

(b) Secondary Services:

All services as required not considered "Primary Services". These include top course roadway granular, roadway asphalt, sodding, electrical distribution, street lighting, gas, telephone, etc. where applicable.

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(27) (B) ACCEPTANCE OF SUBDIVISION SERVICES:

The Town of Pelham agrees to pass the necessary by-law to authorize acceptance of the subdivision services upon rectification of any deficiencies discovered at an inspection by the Town Engineer immediately following substantial completion of the subdivision.

Substantial completion of the subdivision means the later of:

- Completion of the one year maintenance period following installation of primary and secondary services;
- Completion of construction of 80% of houses in the subdivision.

Should the developer not be able to meet all of the above criteria with the exception of storm water management works, he may apply to the Town for acceptance of the development and the Town, in its discretion, may modify the above criteria.

(28) CASH DEPOSITS & LETTERS OF CREDIT:

(28A) CASH DEPOSITS

The Owner will be required to deposit cash equal to the sum of:

- |  |                 |
|--|-----------------|
| (a) the expansion and renewal impost (Clause 19)   | \$21,280.00     |
| (b) engineering (Clause 5)   |                 |
| fees   | 10,500.00       |
| (c) the cost of power and lighting installation unless other satisfactory arrangements have been made with Ontario Hydro (Clause 23) | Nil             |
| (d) cash for park purposes (Clause 2)  | Nil             |
| (e) Local improvement charges (Clause 18)  | Nil             |
| (f) Preliminary Engineering Costs (Clause 20)  | 1,380.39        |
| (g) Preliminary Planning Costs (Clause 20)(Credit)   | <u>(839.58)</u> |

TOTAL	\$32,320.81
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(28B) LETTERS OF CREDIT -

- |   |                 |
|---|-----------------|
| (a) Construction of Services (Clause 10)      | \$416,027.00    |
| (b) Construction Lien Act Deposit (Clause 33) | 30,675.00       |
| (c) Tax Security Deposit (Clause 32)          | 2,000.00        |
| (d) Legal Fees                                | <u>1,000.00</u> |

TOTAL	<u>\$449,702.00</u>
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(29) RETURN OF PORTION OF DEPOSIT:

Unless otherwise directed by the Council, the Town shall, upon satisfactory completion of ALL of the works and subject to the provisions of this Agreement authorizing deductions therefrom and subject to providing the Town with a satisfactory Maintenance Bond of 100% of the cost thereof for a period of one (1) year from the date of final acceptance of the services, return upon the written application of the Owner the remainder of the cash deposit or letter of credit provided in paragraphs 28(A) & 28(B) herein. The Treasurer, after receipt of satisfactory securities shall, from and out of monies on deposit, pay firstly any engineering fees and maintenance costs still owing; secondly, any arrears of taxes; thirdly, the taxes for the current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Owner. Should the deposit provided in paragraphs 28(A) & 28(B) be insufficient to pay the inspection and administration fees or other charges payable to the Owner, the Town shall invoice the Owner for the balance and the Owner shall pay such balance within thirty (30) days of the invoice date.

(30) MAINTENANCE:

The Owner guarantees for a period of one (1) year from the date of final acceptance, proper functioning of all of the primary and secondary services in a manner satisfactory to the Town Engineer, and undertake and agree with the Town to indemnify it from any and all costs, expenses, fees, disbursements or charges of any manner whatsoever whether direct or indirect incurred by the Town and occasioned by the failure or partial failure of any or all of the services during the guarantee period.

Upon compliance with the terms of this Agreement, and upon completion of all the said work in accordance with the specifications and direction of and to the satisfaction of the Town Engineer, and upon payment of all financial requirements herein, the Town Engineer under authority of resolution of Council, shall at the expiration of the Owners' maintenance period above defined, and upon written application by the Owner, issue a certificate so stating to the Owner. Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

(31) TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" hereto annexed and shall pay all

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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 Registered Plan, before final approval of the Plan is requested. The Owner further agrees that when the said lands have been re-assessed, the Owner agrees to pay all current taxes as established by the re-assessment, or any additional amounts as thereby required.

The Town agrees that the owner shall be permitted to appeal the assessment on the property described in Schedule "A".

(32) TAX SECURITY DEPOSIT:

The Owner agrees to deposit with the Treasurer the sum of Two Thousand Dollars (\$2,000.00) as security which may be drawn upon in the event the taxes are not paid by their due dates.

(33) CONSTRUCTION LIEN ACT SECURITY DEPOSIT:

In order to secure the Town with respect to its obligations under the Construction Lien Act, the Owner shall deposit with the Treasurer, upon the execution of this Agreement, a letter of credit in the amount of 10% of the cost of the design and construction of all primary services within the subdivision as estimated by the Engineer. Upon the receipt of claims for liens filed pursuant to the provisions of the Construction Lien Act with respect to the construction of primary services, the Town shall be entitled to call upon, the said letter of credit in order to meet the Town's obligations as Owner pursuant to the provisions of the Construction Lien Act.

(34) LEGAL COSTS:

The Owner shall pay to the Town all legal costs incurred by the Town in connection with the registration, consideration and final preparation of this document and of the plan of subdivision. It is estimated that the legal fees will be approximately One Thousand Dollars (\$1,000.00).

(35) BUILDING PERMITS & OCCUPANCY:

The Owner agrees that unless otherwise determined by Council, no building permits shall be issued nor any excavation or building commenced on any part of the lands described in Schedule "A" attached hereto, until the plan is registered and all primary services are completed and operational.

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(36) INDEMNIFICATION:

The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise, arising before the issue of the certificate referred to in Clause 29 hereof, in connection with the work required to be done herein by the Owner, their contractors, servants or agents during the period of construction and during the guarantee period provided in paragraph 29 of this Agreement.

(37) SCHEDULES:

The provisions of all Schedules attached hereto shall form part of this Agreement.

(38) COVENANTS TO RUN WITH THE LAND:

The Owner and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained in this Agreement shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Owner, their assigns and successors in title and owners from time to time of the lands described in Schedule "A" attached to this Agreement and any part or parts thereof and that the benefit of the said covenants shall enure to the Town, and its successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule "A" and the said covenants shall continue in force for a period of ten (10) years from the date of this Agreement, except for Clause 19 (Surface Drainage Plan), and the requirements of Schedule "E", which shall be in perpetuity.

(39) CONSTRUCTION OF STATION STREET:

The Owner agrees to contribute to the construction of the unopened road allowance between Township Lots 162 and 163, former Township of Thorold, which unopened road allowance is known as Station Street. The Owner and the adjacent property owner to the east (i.e. Leslie Hills Inc.) have entered into certain discussions regarding the construction of this road and associated works. Schedule "N" attached hereto is an agreement between the Owner and Leslie Hills Inc. for the construction of Station Street and associated works within the limits of the Shorthill Meadows and Leslie Hills Subdivisions.

The Owner hereby agrees to undertake and complete the construction of Station Street and associated works as set out in the agreement contained in Schedule "N" attached. The Town hereby acknowledges the agreement contained in Schedule "N" attached.

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(40) PLACEMENT OF DWELLINGS LOT 4, 5 & 6

The Owner agrees that no dwellings or structures or portions of any dwelling or structure shall be constructed north of contour line 191 on Lots 4 and 5 and north of contour line 190 on Lot 6, and further agrees to place this requirement as a restriction on the deed to Lots 4, 5 & 6. It is understood that the term "structure" shall include among other things, swimming pools, sheds and retaining walls.

(41) SITE PLAN REQUIREMENTS LOTS 1, 2, 3, 4, 5 & 6

The Owner agrees that prior to any construction taking place on lots 1 to 6 inclusive, site plans shall be prepared indicating the proposed location of the dwellings, driveways, existing and final grades, the location of the watercourses, the existing and final vegetation and the site drainage. The site plans are to be submitted for the review and approval of the District Manager, Niagara District, of the Ministry of Natural Resources prior to the issuance of any building permit for the lot. In any event, all buildings or structures shall also conform to the applicable zoning regulations of the Town. It is understood that the term "structure" shall include among other things, swimming pools, sheds and retaining walls.

(42) RECOMMENDATION TO THE MINISTER:

Upon receipt of the payments required and execution of this Agreement, the Council will recommend to the Minister that the Plan be approved.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their respective Corporate Seals duly attested by the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED  
- IN THE PRESENCE OF -

( THE CORPORATION OF THE  
( TOWN OF PELHAM

( E.S. Bergenstein  
( MAYOR

( Mary Hackett  
( CLERK

(  
(  
( SHORTHILL MEADOWS INC.

( APYan  
( V. Pres.

( MA  
( Sec.

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LEGAL DESCRIPTION

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 comprised of Lots 1 to 19 both inclusive, Blocks 20 to 26 both inclusive and the street, namely Shorthill Place all as shown on a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Niagara South (No. 59) as Plan 59M-105 and entered as Parcel Plan -1 in the register for Section <sup>57</sup>M-105.

SCHEDULE

" B "

EASEMENTS

BLOCKS "23", "24", "25" and "26"- 3m to the Town of Pelham for storm sewer purposes

BLOCK "20" - 3m to the Town of Pelham for provision of sanitary sewer and lot drainage services to Part 1, Plan 59R-4166.

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ROADWAYS

PAVEMENT -

The road shall be designated in accordance with the C.G.R.A. publication "A Guide to the Standard Design of Flexible and Rigid Pavements in Canada". Pavements shall be designed for ADT = 1000 vehicles and an anticipated life of 20 years.

CROSS-SECTION -

The roadway cross-section shall be curb and gutter section, as outlined in the current Town Standards.

SUB-SURFACE DRAINAGE -

Adequate sub-surface drainage shall be provided in soils where the percolation rate at road earth grade is slower than 25 mm per hour.

DRIVEWAY ENTRANCES -

The Owner shall ensure that the excavation, stoning and paving of each driveway, from the travelled portion of the road to the lot line and to the full width of the driveway, is completed either by himself or by the builder before acceptance of the subdivision, to the satisfaction of the Town Engineer.

DUST CONTROL -

The Owner will be required to provide dust control adequate in the opinion of the Town Engineer during the period of road usage prior to the placing of the asphalt surface.

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SANITARY SEWERS

The Owner shall construct a sanitary sewer system or systems including all trunk sewer extensions, to proper outlets or approved sewage disposal site, which shall be sufficient to service the proposed development. The Town Engineer shall determine if the system proposed by the Owner is sufficient prior to commencement of construction.

All sewers shall be installed in the locations and at the grades and elevations the Town Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with the Town design criteria.

The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed or approved by the Town Engineer.

Sewer pipe acceptable to the Town Engineer shall be used for all local and minor collector sewers where otherwise specified by the Town Engineer.

Minimum pipe size for local sewers (200mm) diameter, standard manholes of a type approved by the Town Engineer, shall be poured or placed at a maximum spacing of 91.5m or as directed by the Town Engineer.

PRIVATE DRAIN CONNECTIONS -

The Owner shall construct sanitary connections (laterals) to each lot from the street sewer to the street line. The sanitary sewer lateral shall be a minimum 125mm diameter building sewer pipe or equal, acceptable to the Town Engineer, and with the proper fittings designed by the Town Engineer's construction standards.

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.

SPECIFICATIONS -

The sewer system will comply with the engineering contract drawings on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

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WORKS TO BE CONSTRUCTED ON BEHALF OF THE TOWN -

The Owner shall construct a sanitary sewer of not less than 200mm diameter from manhole "R" (Shorthill Place) as shown on the engineering drawings westerly to terminate in a manhole located on Pelham Street as directed by the Engineer for the Town of Pelham.

The Town shall pay the actual cost of the installation, as verified by the Town Engineer, westerly of manhole "R" plus 10% for engineering and inspection.

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STORM SEWERS & SURFACE DRAINAGE

The Owner shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where applicable. All sewers shall be installed in such locations, grades and depths as the Town Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area that the proposed development is located in. The storm sewers shall be designed to accommodate surface runoff from roads and properties within the area described in Schedule "A" of this Agreement.

Concrete pipe of the mortar-joint type or other approved type, shall be used. The minimum pipe size for storm sewers shall be 250mm diameter, except where otherwise specified by the Town Engineer. Surface drainage shall be collected by means of roadside ditches and/or catch basins as per the current Town Standards.

SPECIFICATIONS -

The storm sewers will be constructed in accordance with the engineering contract drawings on file in the Municipal Office. When approved the engineering drawings will be signed, approved and accepted by the Town Engineer. Nothing contained herein, however, derogates or detracts from the responsibility of the Owner as provided in paragraphs 17, 21 and 22 of this Agreement.

STORM WATER MANAGEMENT -

The Owner and the Town agree to install and maintain a storm water management system and program as detailed in the report entitled "Storm water Management Report" prepared by Delcan Engineering and dated January, 1985, a copy of which is on file with the Clerk of the Town. The storm water management plan as instituted shall contain, among other things, the following:

(a) The implementation of a storm water management system which will limit the post-development storm water flows from the property to at least pre-development flows for a storm up to at least a 25 year return frequency.

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(b) The placing of silt control devices to limit soil migration from the building sites and construction areas into the storm water system.

(c) The maintenance of silt control devices to ensure their proper functioning.

(d) Municipal street sweeping should occur as required to reduce the possible level of contaminants entering the storm water system.

(e) The sodding of berms when constructed, and boulevards and lots on the completion of services.

(f) Suitable methods to reduce the amount of run-off from roofs, driveways, etc. before it reaches the storm sewer system, such as discharging roof leaders onto grassed areas and using weepholes or short perforated pipes at the base of catch basins or manholes. Rainwater leaders will not be permitted to discharge into the storm sewer system or sanitary sewer system. Rainwater leaders must be discharged onto grassed areas.

(g) Positioning refuelling areas away from watercourses.

(h) The preparation of a landscaping and tree planting program for the area associated with the berms and detention ponds.

(i) The use of sand rather than salt as a method for treating streets and driveways in the winter.

(j) Swimming pool backwash, pool discharge and chlorinated swimming pool water will not be allowed to discharge directly into the storm or sanitary sewer systems. Backwash and pool discharge must be discharged onto a grassed area.

(k) The establishment of a time table scheduling the completion and maintenance of temporary or permanent storm water and erosion control devices to ensure their maximum effectiveness..

(l) The major flow routes are to be designed to accommodate 100 year flows through the plan to prevent flooding of all residences.

(m) The design should attempt to limit as much as possible the amount of silt laden or chemically altered storm water entering the watercourse.

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STORM WATER MANAGEMENT WORKS TO BE CONSTRUCTED ON BEHALF OF THE TOWN -

In accordance with the requests of the Regional Municipality of Niagara and downstream property owners, the Town agrees to pay for the costs of increasing the heights of the berms on the three retention ponds, such that the storage capacity of the ponds will be increased to a point where they will retain storm water flows from the total catchment area to a pre-development level.

The Owner shall construct additional berm heights as determined by Del Can Consulting Engineers and as verified by the Town's Engineer to meet the above criteria. The Town shall pay the actual cost of the additional berm height plus ancillary work, as verified by the Town's Engineer, plus 10% for engineering and inspection.

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WATERMAINS

The Owner shall construct a complete watermain system or systems and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be as approved by the Town Engineer and constructed in accordance with his specifications. Connection to the existing watermain system at the cost of the Owner, shall be made at such point in such system as is designated by the Town Engineer. All watermains shall be a minimum of 150mm in diameter, or in the opinion of the Town Engineer a sufficient size to service the subdivision and structures therein.

The Owner shall be responsible for any damage caused to such watermains and appurtenances that may occur during construction of buildings on the land and during the grading of the same.

Town Standard hydrants and valves must be used in all cases. All required hydrants shall be located on the lot line within the registered plan of subdivision.

SPECIFICATIONS -

The watermains will be constructed in accordance with engineering contract drawings to be filed in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

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UNDERGROUND WIRING

Such easements as may be required by Ontario Hydro for underground hydro purposes shall be granted by the Owner without cost.

Underground wiring to the lots and houses shall be mandatory.

The existing overhead power transmission line on Station Street may remain in place after the development of Station Street.

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STREET SIGNS

The Owner shall supply and erect street signs within the development to the satisfaction of the Town. The signs shall conform to the present Town Standard street sign being used by the Town.

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TELEPHONE SERVICE & CABLE TELEVISION SERVICE

The Owner shall, as requested by the Bell Telephone Company of Canada, grant such easements as may be required to provide for the construction and installation of telephone power lines and facilities, and Cable Television facilities.

The Owner and the Town shall jointly endeavour to have the Bell Telephone Company of Canada install underground services.

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TREES AND  
SODDING/SEEDING

The Owner shall plant one (1) tree per lot frontage and two (2) two trees per lot flankage on each lot specified by the Town. Trees shall not be considered as primary or secondary services in regard to security or cash deposit returns.

The type and location of trees is to be subject to the approval of the Works Committee. This work shall be completed within six (6) months after the laying down of curbs.

Trees shall be planted in locations as determined by the Works Committee and of the types as specified below.

The Owner shall provide that sodding or seeding from the front lot lines, and in addition in applicable cases, from the appropriate side lot lines abutting any street, to the back of the curb, is completed either by themselves or by the builder before acceptance of the subdivision by the Town.

SPECIFICATIONS -

Number & Type of Trees -

Norway Maple, Mountain Ash, Locusts, and Flowering Crab, 4m to 4.5m in height with a caliper of 3.8cm to 5cm. The trees shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

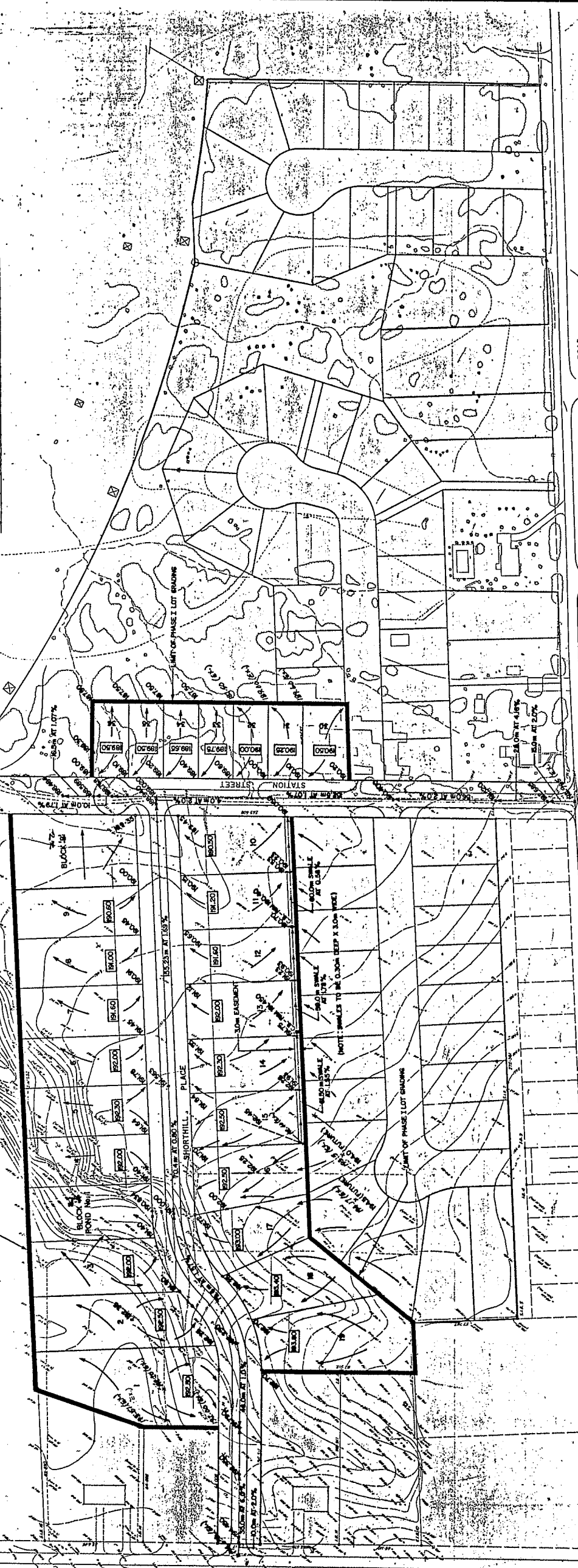
Proposals for other species will be reviewed by the Town upon request.

SODDING OR SEEDING -

After completion of the roads, a minimum of 50mm of topsoil shall be applied from the curb to the property line. The Owner shall use nursery sod or seed. Certain areas of extreme erosion such as swales and steep banks (3:1 slope or steeper) must be sodded using No. 1 quality sod, staked or unstaked as required.

LOT NO.	LOWEST BASEMENT ELEV.
31	187.80
32	187.80
33	187.80
34	188.00
35	188.00
36	188.10

# SCHEDULE "K" - DRAINAGE PLAN



- BENCHMARKS**
1. Maple St. and Pelham Rd.  
East Bolt, Top Flange of Hydrant  
Elevation 288.859
  2. Hurricane Rd. and Parkside Cr.  
(East Entrance)  
North Bolt, Top Flange of Hydrant  
Elevation 191.152
  3. North Bolt of Hydrant at  
448 Hurricane Road  
Elevation 192.429

<b>TOWN OF PELHAM</b> APPROVED BY: <i>[Signature]</i> DATE: October 2, 1985		DRAFTING: L.V. DESIGN: T.A.H. CHECKED BY:		<b>GROUP 2</b> <b>DEVELOPMENT LIMITED</b> <b>DeLcan</b>	<b>SHORTHILL MEADOWS SUBDIVISION</b> <b>LOT GRADING PLAN</b>	<b>FIELD NOTES</b> DATE: August, 1985 SCALE: 1" = 100' DWG NO.: 05-1313-03 COPY REF NO.:
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BUILDING RESTRICTIONS

(To be included in all deeds)

The Owner shall cause to be registered against all lots in the subdivision the Transfer Restrictions and Restrictive Covenants outlined below:

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

(a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.

(b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.

(c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the lot drainage plan attached to the Subdivider's Agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage pattern shown thereon. All grade elevations shown on the said lot drainage plan shall be maintained after construction of any building or structure upon the herein described land. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the Subdivider's Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said subdivision are constructed.

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The Purchaser shall, within six (6) months after completion of the curbs, gutters and sidewalks in front of the lot, pave or cause to be paved the driveway, including the boulevard portion of the driveway, upon the lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Purchaser shall, upon completion of the home on the lot, immediately sod or seed the lot and the boulevard area within the road allowance. In no event shall a lot remain unsodded or unseeded for a period in excess of two (2) months after completion of a home unless the home is completed in the winter, in which instance the lot and boulevard area must be sodded or seeded by May 1st. of the following spring.

The Purchaser shall maintain the road allowance between the lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the lot of vegetation prior to commencing construction of a home on the lot. Only then will the Purchaser strip and excavate to the limit approved by the Town of Pelham or the Ministry of Natural Resources in the case of Lots 1 to 6 inclusive.

The Purchaser shall not occupy the dwelling on the lot concerned until the Building Inspector for the Town of Pelham has certified that such of the following services as are applicable to the property have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Purchaser shall not impede by the placing of fill, buildings or other structures or works any natural watercourse which exists on the property.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

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In addition to the regulations of the Town of Pelham, the Purchaser shall agree to the following building restrictions. In the instance of conflict between these restrictions and the Town of Pelham's regulations, the more stringent requirement shall apply.

- (a) The minimum home floor area, excluding the basement and garage, shall be two thousand, four hundred (2,400) square feet.
- (b) The home styling shall be traditional utilizing exterior finishing materials of brick, stucco or siding, or a combination thereof.
- (c) Front yard privacy fencing is prohibited. Any fencing in the front yard shall be of a decorative nature.
- (d) Front yard setbacks for homes shall be a minimum of 40 feet and a maximum of 50 feet.
- (e) Sideyard setbacks on interior lots shall be a minimum of 10 feet on each side. On corner lots, the exterior sideyard shall be 17 feet.
- (f) Carports will only be permitted in conjunction with garages.
- (g) External television aerials will not be permitted.
- (h) Building construction shall commence on any lot within two (2) years of purchase.
- (i) Signs will not be permitted within the subdivision except to offer properties for sale or lease and then the signs shall be of a temporary nature and have an area not exceeding ten (10) square feet.

The Purchaser shall not construct a dwelling or portion of a dwelling north of Contour Line 191 on Lots 4 and 5 and north of Contour Line 190 on Lot 6.

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SIDEWALKS

The Owners shall construct sidewalks within and/or adjacent to the subdivision in the following locations:

Shorthill Place - 1 side only - south side

Station Street - 1 side only - west side

SPECIFICATIONS -

The concrete sidewalks will comply with engineering contract drawings to be prepared and filed in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

AGREEMENT FOR CONSTRUCTION OF  
STATION STREET AND SANITARY OUTLET SEWER

AGREEMENT for the construction of Station Street in the Town of Pelham from Hurricane Road northerly a distance of approximately 300 meters and a sanitary sewer outlet.

A. Station Street Construction

The draft plan approvals for proposed plans of subdivision owned by Leslie Hills Inc. (Leslie Hills Subdivision) and Short Hill Meadows Inc. (Shorthill Meadows Subdivision) each contain a condition requiring the owners to "contribute" to the construction of the unopened portion of Station Street within the above noted limits. Leslie Hills Inc. and Short Hill Meadows Inc. agree to construct Station Street within the above noted limits on the following terms and conditions. Hereinafter Leslie Hills Inc. shall be known as "Leslie Hills" and Short Hill Meadows Inc. shall be known as "Short Hills".

1. Short Hills will be responsible for having the engineering services designed by a qualified engineer or engineers and for obtaining all approvals.
2. All works will be co-ordinated with and approved by the engineer(s) hired by Leslie Hills for the design of services for their lands.
3. Short Hills will, by an agreement with Leslie Hills, tender the works, as designed and approved, along with the tender for the services on Shorthill Place in the Shorthill Meadows Subdivision. The tender will be awarded to the lowest tenderer(s) for the overall project, irrespective of whether or not the individual prices or units are the lowest for the portion of Station Street outlined herein unless the prices for Station Street should be obviously offset in the tender. In other words, the contract for Station Street will be part of the overall project and will be awarded to the successful overall tenderer(s).
4. The costs of the works shall be shared by Leslie Hills and Short Hills on the following basis:

a) Sanitary Sewers (on Station Street)

- i) From Shorthill Place to Leslie Crescent - 50/50 each party.

The works will include the main sewer, a manhole at both Leslie Crescent and Shorthill Place, tees for lateral connections to the lots to be serviced by Leslie Hills on the east side of the road, and any ancillary works to the above.

- ii) Laterals to the seven lots on the east side of Station Street - 100% Leslie Hills.

The works will include the lateral pipe, plugs, markers and any ancillary works.

- iii) From Leslie Crescent to Meadows Crescent - 100% Short Hills.

The works will consist of the main sewer from Leslie Crescent to Meadows Crescent and any ancillary works.

b) Storm Detention Pond No. 2 (north-east of Station Street) - 50/50 each

- i) Soil testing as it relates to this pond area only and any additional work done to locate suitable berm material on site. The cost would also include any engineering fees associated with the calling of soils quotes, field locations and levels of the boreholes.

- ii) Construction of the detention pond which would include clearing and grubbing; supply, placing and compaction of the dykes, the outlet structure; rip rap ditching, and other works associated with the construction of the pond.

Construction Agreement Continued

- iii) The engineering design cost, which is required for final approval of the storm water management plan and construction of the pond.
- c) Storm Sewer System (on Station Street) - shared as set out below.
  - i) Detention pond inlet which is the pipe from Station Street or Leslie Crescent to the detention pond. The works would consist of the pipe from the road manhole through an easement to the pond, the outlet structure, ditching, rip rap and any associated works. (Share to be determined.)
  - ii) Station Street storm system which works consist of the pipes, manholes, catchbasins, leads and ancillary works on Station Street. (Share to be determined.)
  - iii) Connection to Meadows Crescent which works consist of the pipe from the manhole at Meadows Crescent to the street line and any other work associated with the installation of this pipe - 100% Short Hills.
  - iv) Connection to Leslie Crescent (same as c(iii) above) - 100% Leslie Hills.
- d) Watermains
  - i) Station Street - 50/50 each party.  
The work will include all watermain pipe, valves, hydrants, bends, tees, etc. necessary for a complete watermain system.
  - ii) Services to east side of Station Street - 100% Leslie Hills  
The work will include corporation step, service pipe, main stop and valve stem and box, as well as all associated works.
  - iii) Street connection to Leslie Crescent - 100% Leslie Hills  
Street connection to Shorthill Place and Meadows Crescent - 100% Short Hills.  
The work will include any necessary pipe, valves, fittings, etc. from the main tee on Station Street to the respective street lines, as well as any associated works.
- e) Road Construction - 50/50 each party.  
The works will consist of excavation, boulevard grading, compaction of base and granular, supply and placing of stone, asphalt, curbs and gutters, and other works necessary for a complete road for the total length. This would also include the construction of Meadows Crescent, Leslie Crescent and Shorthill Place to the street line.
- f) Sidewalks - 50/50 each party.  
The works will consist of a four foot wide concrete sidewalk on one side of Station Street for the length of the road.
- g) Underground Hydro
  - i) Primary services on Station Street - 50/50 each party.  
The work will consist of any primary cables and transformers necessary to service the area. The cable will mainly be to provide service to Meadows Crescent, Leslie Crescent and Shorthill Place.
  - ii) Secondary services to Leslie Hills Subdivision - 100% Leslie Hills.  
The work will consist of any transformers and secondary cables necessary to service the seven lots on the east side of Station Street within the Leslie Hills plan of subdivision.

Construction Agreement Continued

h) Street Lights - 50/50 each party.

The works will consist of lights, poles and cable necessary for the provision of street lights on Station Street.

i) Engineering Fees - 50/50 each party.

i) Design and Layout - the cost for plans and on site surveying for the construction of services.

ii) Resident Supervision - the cost of on site inspection.

iii) Street Lights - the cost for plans and specifications for street lights

j) Other Costs

Any other costs, unless directly related to the construction of Station Street, will be borne by the party authorizing the work. This could include such things as financing charges, Letter of Credit costs, overhead, supervision, etc.

5. As stated in No. 3 above, the works will be completed by a contractor qualified to undertake the works. The contractor will be paid on a monthly progress basis, based on 90% payment for works done the preceding month. Payments will be prepared by the engineer based on the inspector's records and authorized by Leslie Hills and Short Hills. Payment will be made by the 15th of the month after the work has been completed. Each party to this agreement will pay the contractor in the portion set out above for the various works monthly as the works proceed and payments are required. The last 10% will be paid 45 days after completion of the works in accordance with the terms and conditions of the Construction Lien Act.
6. As security for the work, each party will deposit with the Town of Pelham or Ontario Hydro, as applicable, a Letter of Credit equal to 100% of the cost of the works plus an additional Letter of Credit equal to 10% of the cost of the primary services as defined in the Subdivision Agreement with the Town of Pelham for any Construction Lien Act claims. The first noted Letter of Credit will be reduced as payments are made to the contractor(s) by an amount equal to 90% of the payment to the contractor. The second Letter of Credit will be reduced when the primary services are completed and the Lien period has expired. Should either party to this agreement not make the necessary payment(s) to the contractor(s), then the other party can make the payment on behalf of the delinquent party and request the Town of Pelham to reimburse it out of the Letter of Credit of the delinquent party. In addition, the party making the payment may also recover from the delinquent party any or all shortfalls in the payment not recovered from the Letter of Credit and any other associated costs by whatever means is available to the party making the payment.
7. The works to be completed on Station Street will be constructed in accordance with or earlier than the following schedule:
  - a) Sanitary Sewers and Laterals on Station Street - will be constructed along with the primary services in Shorthill Meadows Subdivision which is anticipated for the late summer of 1985.
  - b) Storm Detention Pond and Soils Testing - same as above.
  - c) Storm Sewer System
    - i) Detention Pond Inlet - same as above.
    - ii) Station Street - may be required with the construction of Shorthill Meadows Subdivision depending upon the location of the outlet in c(i) above. If not required immediately, these services will be placed by December 31, 1986.
  - d) Watermains - same as 7(a) above.

Continued .....

Construction Agreement Continued

e) Roads

- i) Base Roads - will be constructed and in place before December 31, 1986.
- ii) Finished Roads - will be constructed and in place before December 31, 1987, subject to the approval of the Town of Pelham relative to building construction.
- f) Sidewalks - will be constructed and in place before December 31, 1986.
- g) Underground Hydro - Primary and Secondary - Subject to approval of Ontario Hydro and the necessity for power on this street, the installation will be in place before December 31, 1986. The final design of the developments may require this service to go in with the initial development phase of Shorthill Meadows Subdivision.
- h) Street Lights - required with base road construction.
- i) Engineering Fees - required as work proceeds.

Should either party or the Town of Pelham demand that the works be completed earlier than the above schedule, then with ninety (90) days notice the work should proceed and each party will pay their proportionate share of the costs in accordance with the terms of this agreement.

8. For the construction and maintenance of the storm detention pond and pond inlet entry will be required on the lands owned by Leslie Hills. Leslie Hills agrees that Short Hills and/or its contractor(s) may have entry upon the following lands to construct the detention pond and outlet:

- i) Block 57 on the draft plan of subdivision for the construction of the detention pond.
- ii) An easement or right-of-way approximately five (5) feet wide on the east side of Station Street or the north side of Leslie Crescent from either of these to the detention pond area (Block 57). The location will be set by the final engineering design.

Should the Leslie Hills plan of subdivision not be registered by October 30, 1985, then the parties hereto will authorize a surveyor (cost to be shared 50/50 each party) to prepare the necessary plans such that an easement can be granted to the Town of Pelham for the continued maintenance and operation of the facilities on the lands as set out above.

9. Leslie Hills will proceed with the final design and calculation of its survey to ensure the proper sizing of Block 57 on the draft plan, and the size and location of the lots on the east side of Station Street in addition to the final location of Leslie Crescent so that the works can be properly located during construction. Prior to construction, Leslie Hills will ensure that sufficient survey bars are available on the property to enable the works to be laid out for construction.

B. Sanitary Outlet Sewer

The proposed plans of subdivision require the construction of a sanitary outlet sewer to Hurricane Road and, in the case of each development, the paralleling of the existing sewer on Hurricane Road. Leslie Hills and Short Hills agree to construct a mutual outlet sewer of sufficient size and depth to service both of the lands on the following terms and conditions:

- 1. The sanitary sewer will be constructed from Station Street easterly along Leslie Street to Block 22 on the Leslie Hills proposed draft plan. At Block 22, the sewer will go southerly along Block 22 to Hurricane Road. The sewer will then go easterly along Hurricane Road until it can be connected to the existing Hurricane sewer.
- 2. Short Hills will be responsible for having the sewer designed by a qualified engineer and obtaining all approvals. The works will be co-ordinated with Leslie Hills' engineer to ensure that the sewer has sufficient depth to service all of Leslie Street and that its alignment is satisfactory on Leslie Street.



Construction Agreement Continued

3. All works will be tendered as per Clause 3 of Section A of this agreement.
4. The cost of the works shall be shared by Leslie Hills and Short Hills on the following basis:
  - a) Main Outlet Sewer - 50/50 each party  
The work will include all main sewer pipe, manholes, service lateral tees with markers and associated works within the above limits from Station Street to and along Hurricane Road to the outlet.
  - b) Services on Hurricane Road - 100% Leslie Hills  
The work will include all pipe, markers, plugs and associated works to service draft approved Lots 19, 20 and 21, as well as the easterly crescent (not draft approved) if desired.
5. Payments for the works will be as per Clause 5 of Section A of this agreement.
6. Security for the works will be as per Clause 6 of Section A of this agreement.
7. The works will be completed with the primary services in Shorthill Meadows Subdivision which is anticipated for the late summer of 1985.
8. For the construction and maintenance of the sanitary outlet sewer entry will be required on the lands owned by Leslie Hills. Leslie Hills agrees that Short Hills and/or its contractor(s) may have entry upon the following lands to construct the sanitary outlet sewer:
  - i) Leslie Crescent from Station Street to Block 22 of the draft plan.
  - ii) Block 22 of the draft plan plus working room on Lots 21 and 33 of the draft plan.

Should the Leslie Hills plan of subdivision not be registered by October 30, 1985, then the parties hereto will authorize a surveyor (cost to be shared 50/50 each party) to prepare the necessary plans such that an easement can be granted to the Town of Pelham for the continued maintenance and operation of the sanitary outlet sewer.

9. Leslie Hills will proceed with the final design and calculation of its survey to ensure the proper location of Leslie Crescent and Block 22 as shown on the draft plan so that the works can be properly located during construction. Prior to construction, Leslie Hills will ensure that sufficient survey bars are available on the property to enable the works to be laid out for construction.

The parties hereto agree with the terms and conditions stated herein and agree to proceed with the works as expeditiously as possible.

LESLIE HILLS INC.

SHORT HILL MEADOWS INC.

Per:

Ruth Clements

Per:

[Signature]  
pres

Per:

Robert B. Leslie

Per:

[Signature]  
sec.