

THIS AGREEMENT made in triplicate this day of
1986 A.D.

BETWEEN:

PETER NAUTA & SUSAN NAUTA,

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;

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NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town approving the said proposed development, 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 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 \$1,500.00 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) 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.

(5) 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.

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(6) 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.

(7) 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.

(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.

(8) WATER SERVICES:

(a) The Owner shall at his own expense construct water connections (laterals) to each lot from the street main to the street line. The water lateral shall be a size and type of material as is approved by the Town.

(b) 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.

(9) STORM WATER SYSTEM:

(a) The Owner shall be responsible for determining and providing, at their own expense, a storm water system with appropriate drains and outlets adequate for the ultimate drainage area, and for the future servicing of such area

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as shown on the engineering drawing. The final release of the consent conditions 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 4 of this Agreement.

(10) 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 among other things 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 or adjacent property. The said drainage plan shall be attached to this Agreement as Schedule "B". All elevations shown on Schedule "B" 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.

(11) LOCAL IMPROVEMENT CHARGES:

(a) The Owner hereby agrees to commute and pay to the Town, upon the signing of this Agreement, any and all frontage charges, outstanding and previously exempt, with respect to the existing local improvements assessed against such of the property as described in Schedule "A" attached hereto and forming part of this Agreement. Said charges are \$6,143.73.

(12) BIG CREEK DRAIN ASSESSMENT:

(a) The Owner agrees to pay up the outstanding assessment on the property for the Big Creek Drain in the amount of \$21.82.

(b) The Owner hereby agrees that the total cost of the apportionment being 0.03238% on the Big Creek Drain is hereby divided from the original property known municipally as Roll #010-018-053 - Part Lot 16, Concession 11 into shares in that of the total percentage cost originally apportioned as follows:

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Part 1 - Plan 59R-5001 - .0042898%
Part 2 - Plan 59R-5001 - .0042898%
Part 3 - Plan 59R-5001 - .0051936%
Part 4 - Plan 59R-5001 - .0051127%
Part 1 - Plan 59R-3075 - .01349%

(13) SWAYZE DRAIN ASSESSMENT:

The Owner hereby agrees that the total cost of the apportionment being 0.54644% on the Swayze Drain is hereby divided from the original property known municipally as Roll #010-018-053 - Part Lot 16, Concession 11 into shares in that of the total percentage cost originally apportioned as follows:

Part 1 - Plan 59R-5001 - 0.0724032%
Part 2 - Plan 59R-5001 - 0.0724032%
Part 3 - Plan 59R-5001 - 0.087658%
Part 4 - Plan 59R-5001 - 0.0862919%
Part 1 - Plan 59R-3075 - 0.2276833%

(14) MAINTENANCE:

The Owner guarantees for a period of one (1) year from the date of final acceptance, proper functioning of all of the 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.

(15) INDEMNIFICATION:

The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town, its successors and

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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 (12) 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 providing in paragraph 12 of this Agreement.

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

SIGNED, SEALED AND DELIVERED

- In The Presence Of -

(THE CORPORATION OF THE

(TOWN OF PELHAM

(ET Bergenstein

(MAYOR

(Murray Gaskett

(CLERK

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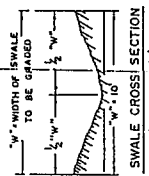
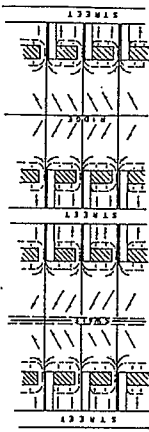
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S C H E D U L E

" A "

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 Parts 1, 2, 3 and 4 all as shown on a plan deposited in the Land Registry Office for the Registry Division of Niagara South (No. 59) as Plan 59R-5001.

" B "



SWALE ALONG REAR LOT LINE RIDGE ALONG REAR LOT LINE
BLOCK GRADING
(not to scale)

LEGEND

Denotes existing ground elevations.

Denotes recommended floor elevation of garage or carport.

12

Quantitative Assessment of the Association

Denotes Proposed Swale

1000 Denotes proposed finished elevations at lot corners.

0.06 98.0

[illegible]

C.J. CLARKE, NIAGARA, LIMITED

SCALE HORIZONTAL 1"=40'
VERTICAL

DESIGN - J. PELHAM
DRAWING - J. PELHAM
CHECKED - A. J. PELHAM
DATE - MAY 11, 1964
PROJECT # 44-104
DRAWING # 4-1023

TOWN OF PELHAM
FOSS ROAD (PAGES 1,2,3 and 4)
LOT DRAINAGE PLAN

