

FOR OFFICE USE ONLY

NUMBER LT 45074
CERTIFICATE OF RECEIPT
87 MAR 19 A9 30
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 9 pages

(3) Property Identifier(s) Block Property Additional:
See
Schedule ☐

(4) Nature of Document
Application to Register Notice of an Agreement
Land Titles Act Section 78

(5) Consideration
Dollars \$

(6) Description
Part of Parcel 177-4, Section 59-Thorold
Town of Pelham, Regional Municipality of Niagara;

being those parts of Lot 177 in the original Township
of Thorold, designated as Parts 1, 2, 3, 4 & 5 on
Plan 59R-5109.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

OAS MANAGEMENT LIMITED, being interested in the above-described land as the registered owner thereof, hereby applies to have Notice of an Agreement dated the 6th day of February, 1987, made between OAS Management Group Inc. and The Corporation of the Town of Pelham, entered on the parcel register.

The evidence in suport of this Application consists of an executed copy of the said Agreement.

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
OAS MANAGEMENT GROUP INC.
by its solicitors, DAVID THOMAS
DAVID THOMAS
1987 03 17

(11) Address for Service
1285 Pelham Street, FONTHILL, Ontario LOS 1E0

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
... THE CORPORATION OF THE TOWN OF PELHAM ...
1987 03

(13) Address for Service
20 Pelham Town Square, P.O. Box 400, FONTHILL, Ontario, LOS 1E0

(14) Municipal Address of Property

(15) Document Prepared by:
COY, BARCH
Barristers & Solicitors
46 Ontario Street
ST. CATHARINES, Ontario
L2R 5J4 (DAT/rhc)

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee 16.00

Total

10174 (12/84)

2

THIS AGREEMENT made in triplicate this 6th day of February ,
1987 A.D.

BETWEEN:

O.A.S. MANAGEMENT GROUP 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.

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;

con't.....

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;

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 \$1,741.94 as payment of cash in substitution for the conveyance of 5% of the land to the Town for parks purposes.

(3) EXPANSION & RENEWAL FUND:

The Owner shall pay the Town the sum of \$4,740.00 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
con't.....

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.

(6) PAYMENT FOR UPGRADING OF EXISTING ROADS:

The land as described in Schedule "A" to this agreement abuts the existing travelled road allowance of Merritt Road. The Owner shall be required to pay the Town in cash the sum of \$8,480.75, being half the cost of upgrading Merritt Road as it abuts the said lands.

(7) TREES:

(a) The Owner agrees to maintain as much of the existing tree cover on the lands as is practically possible.

(8) 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 payment to be the sum of \$3,755.05.

(9) 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.

con't.....

(10) WATER SERVICES:

(a) 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.

(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.

(c) Town Standard hydrants and valves must be used in all cases. All required hydrants shall be located on a lot line within the development.

(d) 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.

(e) The Town agrees to make its best efforts to collect a portion of the costs of the watermain from the developers of the lands to the north of Merritt Road which require the use of the above noted watermains when the lands are developed and to pay the sums collected to the Owner. The portion of the costs to be recovered shall be based on a frontage basis. The amount of construction cost is to be accurately determined by the Owner and verified by the Town Engineer and the final amount is to be placed on record with the Town.

(11) STORM WATER SYSTEM:

(a) The Owner shall be responsible for determining and providing, at their own expense, a storm water system with
con't.....

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 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.

(12) 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.

(13) 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

con't.....

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.

(14) 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 (13) 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 (13) 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 & DELIVERED
- In The Presence Of -

(THE CORPORATION OF THE
(TOWN OF PELHAM
(ES. Bergensten
(MAYOR
(M. May Hackett
(CLERK
(
(O.A.S. MANAGEMENT GROUP INC.
([Signature]
(PRESIDENT
(
(
(

Sheryl Michelle

SCHEDULE "A"

Part of Parcel 177-4, Section 59-Thorold, Town of Pelham, Regional
Municipality of Niagara;

being those parts of Lot 177 in the original Township of Thorold, designated
as Parts 1, 2, 3, 4, & 5 on Plan 59R-5109.

