



Document General  
Form 4 — Land Registration Reform Act, 1984

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<div>FOR OFFICE USE ONLY</div> <div>Number/Numéro Certificate Of Registration Certificat d'enregistrement</div> <div>548127</div> <div>'89 FEB 22 P4:13</div> <div>Niagara South- SUD (59) WELLAND</div> <div>Land Registrar Registraire</div> <div>New Property Identifiers</div> <div>Additional: See Schedule</div> <div>Executions</div> <div>Additional: See Schedule</div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 7 pages and sketch
	(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document AGREEMENT	
	(5) Consideration NIL Dollars \$nil	
	(6) Description Part of Lot 13, in the Tenth Concession of the former Township of Pelham, formerly in the County of Welland designated as Part 4 on Plan 59R-6146, in the Town of Pelham, in the Regional Municipality of Niagara	
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		

(8) This Document provides as follows:

Development Agreement  
See Schedule attached

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Name(s) 728269 ONTARIO LIMITED (Applicant/Owner) by its solicitor ANTHONY D'AMICO		1989 02 22

(11) Address for Service 846 Highway #20 West, Fenwick, Ontario, L0S 1C0

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

(13) Address for Service 20 Pelham Town Square, Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property (vacant) Welland Road, Fonthill, Ontario.	(15) Document Prepared by: — ANTHONY D'AMICO, FLETT, BECCARIO, 190 Division St., Box 340, Welland, Ontario. L3B 5P9.	Fees and Tax <i>Trip</i>	
		Registration Fee	210-
		Total	

FOR OFFICE USE ONLY

THIS AGREEMENT made in triplicate this 6TH day of FEBRUARY ,  
1989 A.D.

B E T W E E N:

728269 ONTARIO LIMITED

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

- and -

THE CORPORATION OF THE TOWN OF PELHAM

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

1. DEFINITIONS in this Agreement: -

(a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.

(b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "TOWN ENGINEERS" shall mean the Engineers of the Corporation of the Town of Pelham.

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

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

2. WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto and have applied to the Land Division Committee of the Regional Municipality of Niagara for a consent under application B684/88 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 the lot which has been created by the consent granted by the Land Division Committee of the Regional Municipality of Niagara.

(2) PARKS DEDICATION:

The Owner has previously paid to the Town the sum of \$2,500.00 as payment of cash in substitution for the conveyance of 5% of the land to the Town for parks purposes therefore no further payments for parks dedication are required.

(3) EXPANSION AND RENEWAL FUND:

The Owner has previously paid to the Town the sum of \$1,245.00 for the purpose of expanding and renewing services within the Town limits therefore no further payments for expansion and renewal fund are required.

(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.

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(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 land being subdivided has been assessed according to the parcel created by the consent. The Owner further agrees that when the said land has 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 Welland Road. The Owner shall be required to pay the Town in cash the sum of \$2,519.42 being half the cost of upgrading Welland Road as it abuts the said lands.

(7) TREES:

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

(b) The tree 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 5 cm and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have a normal healthy root system.

(8) SURFACE DRAINAGE PLAN:

The Owner shall be responsible for providing, at their expense, a surface drainage plan for the land 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 the lot on the plan. Building

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restrictions shall be imposed upon the 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 land affected, and this provision shall be included in the building restrictions hereinbefore referred to.

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  
( David Collins  
( MAYOR  
( Murray Hackett  
( CLERK  
(  
(  
(  
( 728269 ONTARIO LIMITED  
( Terrence Pattison  
( Terrence Pattison, Pres.  
( \_\_\_\_\_

## SCHEDULE "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, in the Province of Ontario and being composed of Part of Lot 13 in the Tenth Concession of the former Township of Pelham, formerly in the County of Welland designated as Part 4 on Plan 59R-6146 .

By-law #1233 (1989) authorizing this Agreement is attached hereto.