

Blackadder, LACAVERA, GREEN, LEON, MARION & HALINDA

Barristers & Solicitors

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WELLAND
(416) 735-3620
ST. CATHARINES
(416) 384-9294
FONTHILL
(416) 892-2423
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(416) 735-1577

✠ 136 EAST MAIN STREET
P.O. BOX 580
WELLAND, ONTARIO L3B 5R3
□ 10 HIGHWAY # 20 EAST
FONTHILL, ONTARIO L0S 1E0
FILE NO. D.1497-C

September 29, 1989

Town of Pelham
Box 400
Fonthill, Ontario
LOS 1E0

ATTENTION: Mr. Jack Bernardi

RE: Valentin and Katarina Sajn
-Development Agreement

Dear Sir:

I am pleased to report completion of the registration of the Development Agreement in this matter and enclose herewith a copy registered on September 28, 1989 as instrument number 565265. Please note that this has been registered against title to Parts 1, 2, 4 and 5 Plan 59R-6156 and I enclose a copy of that reference plan for your records showing the four residential lots which are the subject of this agreement.

I would appreciate if you would provide me with the usual certificates addressed to the Land Division Committee certifying that your requirements in respect to these four severances were satisfied within the time limit set out in the notice of these decisions which was July 26, 1989.

Yours very truly,



Glynn R. Green, Q.C.

GRG:bg
Enc.





FOR OFFICE USE ONLY

565265

Number/Numéro

Certificate Of Registration

Certificat d'enregistrement

SEP 28 1989

Niagara South-

SUD (59)

WELLAND

Quaker

Land Registrar

Registraire

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 10 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document NOTICE
of Agreement

(5) Consideration

NIL

-----xx/100

Dollars \$ nil

(6) Description

In the Town of Pelham, Regional Municipality
of Niagara, and being composed of Part of
Lot 1, Concession 10, Township of Pelham,
being Parts 1, 2, 4 and 5, Plan 59R-6156

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☒

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☒

(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)

Name(s)

Signature(s)

Date of Signature
Y M D

SAJN, Valentin

SAJN, Katarina

by their solicitor herein

Glynn R. Green

Glynn R. Green

1989 09 27

(11) Address
for Service

763 Clare Avenue, Welland, Ontario L3C 3B9

(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

by their solicitor herein

GLYNN R. GREEN

Glynn R. Green

1989 09 27

(13) Address
for Service

20 Pelham Town Square, Box 400, Fonthill, Ontario LOS IE0

(14) Municipal Address of Property

Vacant Land
s/s Quaker Road
Fonthill, Ontario

(15) Document Prepared by:

Glynn R. Green, Q.C.
Barrister & Solicitor
136 East Main Street
Welland, Ontario
L3B 5R3

D1497-c

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this 29th day of SEPTEMBER, 1989 A.D.

BETWEEN:

VALENTIN and KATARINA SAJN

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 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) "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;

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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 \$8,000.00 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 \$5,180.00 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.

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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 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 Quaker Road. The Owner shall be required to pay the Town in cash the sum of \$10,500.00, being half the cost of upgrading Quaker Road as it abuts the said lands.

(7) PAYMENT FOR EXISTING SANITARY SEWER:

The Owner shall pay to the Town cash in the sum of \$3,723.30 as payment of their contribution towards the provision of sanitary sewers.

(8) PAYMENT FOR EXISTING STORM SEWER:

The Owner shall pay to the Town cash in the sum of \$3,700.00 as payment of their contribution towards the provision of storm sewers.

(9) GENERAL:

(a) (i) For the purpose hereof the term "works" means any and all works required to be carried out within the road allowance of Quaker Road.

(ii) At the time of the execution of this Agreement the Owner will pay to the Town a deposit to guarantee its compliance with this Agreement in the amount of One Hundred (100%) per cent of the estimated value of the works required pursuant to this Agreement, as such estimate is provided by the Owner and accepted by the Town, such estimated value being the sum of \$12,530.00.

(iii) Further the Owner will pay to the Town the sum of One Thousand Dollars (\$1,000.00) to cover the expense of inspection of the works by the Town Engineer.

(b) Such deposit shall be paid to the Town in cash or in the form of an Irrevocable Letter of Credit from a chartered bank or a recognized lending institution, subject to the approval of the Town Engineer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with sub-paragraph (a) above in the event of the failure of the Owner to comply with any terms of this Agreement.

(d) Such deposit, less any amounts expended to enforce compliance with this Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest, when all the terms and provisions of this Agreement, except those relating to maintenance have been fulfilled to the reasonable satisfaction of the Town.

(e) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the works required herein to be completed.

(10) TREES:

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

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

(c) The tree as required under subsection (b) 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.

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(11) (a) If in the opinion of the Town Engineers, the Owner fails to carry out the provisions of this Agreement according to reasonable Engineering practices, then the Town, its agents or servants may notify the Owner or its agent in writing of the nature of the failure.

(b) If such default or failure is not remedied within thirty (30) days of such notice, then the Town shall have full authority, power and right to employ such workmen, and to use such equipment and machinery as is deemed necessary to complete and perform the work required to remedy the failure or default. In case of emergency or public safety, such work may be done without prior notice, but the Owner shall be notified forthwith thereafter.

(c) The cost of such work shall be calculated by the Town Engineers or authorized agent whose decision shall be final. The cost of such work shall be at the expense of the Owner and may be recovered from the deposits paid to the Town pursuant to this Agreement.

(d) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance or existence of any work done by the Owner, its contractors, servants or agents which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required works in accordance with this clause and this Agreement.

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(12) 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 Engineer's 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.

(13) WATER SERVICES:

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

(14) 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.

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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

(*Ed Collins*
(MAYOR

(*Mary Hallett*
(CLERK

(*Valentin Sajin*
(VALENTIN SAJN

(*Katarina Sajin*
(KATARINA SAJN

[Signature]

S C H E D U L E

" A "

IN THE TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA, AND
BEING COMPOSED OF PART OF LOT 1, CONCESSION 10 being Parts 1, 2,
4 and 5, Plan 59R-6156.

Quaker Road

FUTURE CURB

SANITARY

STORM

GAS

WATER

191.12 U/G BELL

192.25

192.00

191.20

191.05

FUTURE ROAD ALLOWANCE

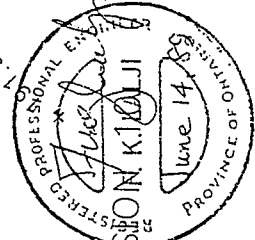
ADDITIONAL LANDS OF THE OWNER

PART 1 PART 2 PART 3 PART 4 PART 5

PROPOSED SWALE

191.12

192.69



PART OF LOT OF 1 CONCESSION K10 L1
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

SAJN PROPERTY
DETAILED GRADING PLAN

DATE: JUNE 14 1989 SCALE: 1:500

DRAWN BY: M. DWORCZAK DESIGNED BY: M. HEIKOOP

UPPER CANADA CONSULTANTS

281 Marlton Road
Unit #1
St. Catharines, Ontario
L2W 1A1 (416) 682-9400

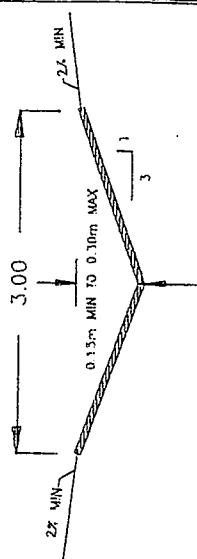
DWG. No. 5214GRPL

LEGEND

PROPOSED APRON

PROPOSED GRADE

EXISTING GRADE



TYPICAL SWALE DETAIL