

Blackadder, LACAVERA, GREEN, LEON, MARION & Halinda

Barristers & Solicitors

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XX 136 EAST MAIN STREET
P.O. BOX 580
WELLAND, ONTARIO L3B 5R3
□ 10 HIGHWAY #20 EAST
FONTHILL, ONTARIO L0S 1E0
FILE NO. 90-0329-C

June 7, 1990

Town of Pelham
Box 400
Fonthill, Ontario
LOS 1E0

ATTENTION: Mr. Jack Bernardi

RE: John and Geraldine Mans
Welland Road, Fonthill

Dear Sir:

I am pleased to enclose herewith a copy of the Development Agreement in this matter registered by Document General on June 6, 1990 as instrument number 585927 for your files. I confirm that this document was registered prior to the closing of the sale of any of the subject lands.

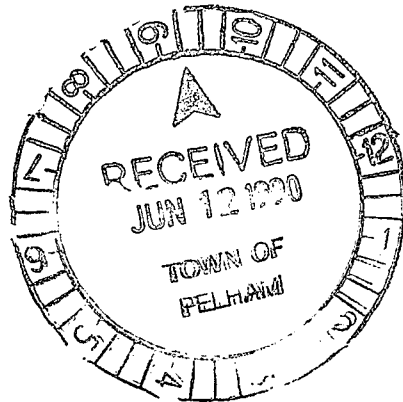
Thank you for your co-operation in this matter.

Yours very truly,



Glynn R. Green, Q.C.

GRG:bg
Enc.



FOR OFFICE USE ONLY

L.R.O. #59

JUN 06 1990

585927

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 7 pages

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

(4) Nature of Document
DEVELOPMENT AGREEMENT

(5) Consideration
NIL Dollars \$ nil

(6) Description
In the Town of Pelham, in the Regional Municipality of Niagara, in the Province of Ontario and being composed of Part of Lots 3 and 4, and part of the road allowance between Lots 3 and 4, Concession 9 of the former Township of Pelham and designated as Parts 1, 2, and 3 on Plan 59R- 6549 :

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

(8) This Document provides as follows:

SEE ATTACHED SCHEDULE

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

MANS, John

1990 05 31

MANS, Geraldine

1990 05 31

(11) Address for Service 136 East Main Street, Welland, Ontario L3B 5R3

(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

n/s Welland Road
Fonthill, Ontario

(15) Document Prepared by:

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

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

THIS AGREEMENT made in triplicate this 4th day of JUNE, 1990
A.D.

B E T W E E N:

JOHN AND GERALDINE MANS

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 Owners purport to be the owners 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 consent under applications B442/89, B443/89 and B444/89 and have obtained such consents 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 consents, to agree to certain terms and conditions for the development for which approval is sought;

con't....

AND WHEREAS the Town requires the Owners, 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 Owners to the Town (the receipt thereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

(1) REGISTRATION:

The Owners covenant and agree 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 Owners will pay to the Town the sum of \$4,000.00 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 Owners shall pay the Town the sum of \$2,590.00 for the purpose of expanding and renewing services within the Town limits.

(4) NATURAL DRAINS:

The Owners 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 Owners shall be subject to approval of the Town Engineer. In the event changes are made, after having been approved by the Town Engineer, the Owners nevertheless shall be solely responsible for any damage caused thereto, and shall indemnify and save harmless the Town therefrom.

con't....

(5) TAXES:

The Owners agree 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 Owners further agree that when the said land 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 lands as described in Schedule "A" to this agreement abuts the existing travelled road allowance of Welland Road. The Owners shall be required to pay the Town, in cash, the sum of \$15,543.82, being half the cost of upgrading Welland Road as it abuts the said lands.

(7) PAYMENT FOR EXTENDING SANITARY SEWER, WATERMAIN AND INSTALLATION OF SERVICE LATERALS:

The Owners have paid and installed the necessary sanitary sewer, watermain and service laterals to the satisfaction of the Town Engineer.

(8) PAYMENT FOR UPGRADING STORM DRAINAGE SYSTEM:

The Owners shall pay to the Town cash in the sum of \$4,200.00 as payment of their contribution towards the cost of installing driveway culverts, driveway aprons and final restoration to the road side ditch along the entire frontage.

(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 Welland Road.

(ii) Further the Owners will pay to the Town the sum of Six Hundred and Fifty Dollars (\$650.00) to cover the expense of inspection of the works by the Town Engineer. This sum was paid for by Landco Development Limited and the Town shall collect such sum and reimburse Landco Development Limited.

con't....

(10) TREES:

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

(b) The Owners 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, Locust 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 a normal healthy root system.

(11) SURFACE DRAINAGE PLAN:

The Owners 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 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.

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

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(MAYOR

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(CLERK

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(

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(JOHN MANS

(

(GERALDINE MANS

[Handwritten signatures]

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, in the Province of Ontario and being composed of Part of Lots 3 and 4, and part of the road allowance between Lots 3 and 4, Concession 9 of the former Township of Pelham and designated as Parts 1, 2, and 3 on Plan 59R 6549.

