

Document General

Form 4 — Land Registration Reform Act, 1984

Reg - Law 1413

DYE & DURHAM CO. LIMITED
Form No. 985

D

(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 5 pages	
(3) Property Identifier(s)		Block	Property
		Additional: See Schedule <input type="checkbox"/>	
(4) Nature of Document NOTICE OF SITE PLAN AGREEMENT (Section 74 of the Land Titles Act)			
(5) Consideration Dollars \$			
(6) Description Block 19, Plan 59M-128, in the Town of Pelham, in the Regional Municipality of Niagara. <i>Parcel 19-1 Section 59M-128</i>			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the lands herein owned by Kenmore Homes (1987) Inc. and hereby applies under Section 74 to have Notice of the Site Plan Agreement annexed hereto registered on the above parcel.

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

KENMORE HOMES (1987) INC. (Owner)

by its Solicitors, FORSTER, LEWANDOWSKI
& CORDS

Per:

Roger Lewandowski
Roger Lewandowski

1991 07 22

(11) Address for Service

(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

Not Assigned

(15) Document Prepared by:

FORSTER, LEWANDOWSKI & CORDS
BARRISTERS & SOLICITORS
P.O. Box 1180, 82 Lake Street
St. Catharines, Ontario
L2R 7A7

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this 16TH day of JULY ,
1991 A.D.

BETWEEN:

KENMORE HOMES (1987) 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) "CHIEF BUILDING OFFICIAL" shall mean the Chief
Building Official of the Corporation of the Town of Pelham.

(f) "FACILITIES AND WORKS" means and includes those
facilities and works which are shown on or referred to in any one
or more of the plans and drawings and schedules to this Agreement.

2. WHEREAS the Owner purports to be the owner of the lands
in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of constructing a
residential development in accordance with Schedules "B", "C", "D"
and "E" attached hereto, being landscape plan, grading plan,
general plan of services and building elevations respectively filed
in the Office of the Town;

AND WHEREAS the Town has agreed to permit the said development subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows: -

(1) (a) The Owner agrees to develop and maintain the lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

(b) The Owner agrees to register this agreement against the lands described in Schedule "A".

(2) (a) The Owner agrees to perform any and all construction and installation on the said lands in accordance with the terms and conditions contained herein and as shown on Schedules "B", "C", "D" and "E" attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.

(b) And further, the Owner agrees not to perform any construction or installation on the said lands except in accordance with the terms and conditions contained herein and shown on said Schedules "B", "C", "D" and "E" attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.

(3) STORM DRAINAGE FACILITIES:

(a) The Owner shall, at its own expense, construct a storm drainage system and outlet on the site to adequately serve the development proposed on the said lands, such construction to be in accordance with specifications and a design approved by the Town Engineer and filed in the Town of Pelham Offices prior to the issuance of a building permit. The Owner further undertakes, at its own expense, to repair and forever maintain the storm drainage system located on the said lands.

(b) It is understood and agreed that roof water drainage from all of the buildings located on the said lands shall not be directed, via eavestroughs and roof water leaders, directly to the underground storm drainage system but shall be directed away from the building and towards the storm drainage collection system.

(c) The above noted stormwater management facility on the site shall be maintained in proper operating condition at all times.

(4) SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer system on the said lands to adequately serve the building to be erected thereon, such construction to be in accordance with specifications and a design approved by the Town Engineer and filed in the Town of Pelham offices prior to the issuance of a building permit. The Owner undertakes to repair and forever maintain the sanitary sewer system located on the said lands and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.

(b) Individual sewer services (minimum 125mm diameter) shall be provided for each separate dwelling unit.

(5) HYDRO:

(a) The Owner shall cause to be installed, at its own expense, an underground hydro system to serve all the dwelling units in the development, in accordance with the plans and specifications approved by Ontario Hydro. The Owner further agrees to be responsible for the cost of maintaining and repairing the underground hydro system located on said lands in perpetuity.

(6) PARKING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, paved asphalt parking areas or such other form of hard surfacing acceptable to the Town capable of accommodating 12 parking spaces for motor vehicles for the development.

(b) The Owner, at its own expense, shall construct and maintain asphalt paved driveways or such other form of hard surfacing acceptable to the Town to serve the said parking areas at such locations and in accordance with design and specifications approved by the Town Engineer, and the approved plans and schedules hereto as filed in the Town of Pelham offices prior to the issuance of a building permit.

(c) Before any dwelling unit is occupied, there shall be available for use in connection therewith, the parking area required herein for each such occupied dwelling unit.

(7) GRADING AND LANDSCAPING:

(a) The Owner agrees to have prepared by an Ontario Land Surveyor or Consulting Engineer, a detailed grading plan for the site, said plans to clearly indicate the existing drainage pattern on all adjacent lands and provide for the direction of surface drainage, including water from adjacent lands originally flowing through, into or over the area of the site, to the street storm sewer system or other outlet approved by the Town Engineer. This grading plan shall be approved by the Town Engineer prior to the execution of this Agreement.

(b) The Owner agrees to submit, a certificate signed by an Ontario Land Surveyor or Engineer, which indicates that the grades as stipulated on Schedule "C" to this Agreement have been complied with.

(c) The Owner shall, at its own expense, adequately fence, landscape, plant and maintain all of the lands not required for building, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved plans.

(d) Unless otherwise approved or required by the Town, the Owner agrees not to alter the grades of or remove trees or other vegetation from the said lands until such time as a building permit is issued for the construction of the buildings contemplated herein on the said lands.

(8) WATER SUPPLY:

(a) The Owner shall, at own expense, construct, install and forever maintain all necessary connections and all internal water supply services necessary to serve the development, such construction to be in accordance with the requirements of and with specifications and a design approved by the Town Engineer and filed in the Town of Pelham offices prior to the issuance of a building permit.

(b) The Owner shall comply with the provisions of the Ontario Water Resources Commission Act, R.S.O. 1970, Chapter 332, any amendments thereto and all regulations thereunder, on all internal water supply services, which Act and Regulations shall be enforced by the Town of Pelham Building Department.

(9) BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the lands described in Schedule "A" in accordance with Schedules "B", "C", "D" and "E" attached hereto to permit the residential development provided that all such uses shall comply with all building and zoning requirements of the Town. Without limiting the generality of the foregoing, the material used in the exterior finish of the buildings shall be in accordance with Schedule "E" to this Agreement being building elevations.

(10) PART LOT CONTROL:

(a) The Owner shall, prior to the close of the sale of residential units, apply to the Town for removal of part lot control and shall provide to the Town for this purpose a reference plan indicating the lots being created.

(b) The Owner agrees to notify the Town upon the closing of the sale of any residential unit or units in order that the by-law removing part lot control can be repealed.

(11) DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this Agreement the Owners will pay to the Town a deposit to guarantee their compliance with this Agreement in the amount of 100% of the estimated value of the facilities and works required pursuant to this Agreement (as such estimate is provided by the Owners and accepted by the Town); such estimated value being the sum of \$46,000.00 as set out in Schedule "F" attached hereto and forming part of this Agreement.

(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 from a recognized lending institution, subject to the approval of the Treasurer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with any terms of this Agreement.

(d) Upon completion of the facilities and works, an Engineer, Architect or both shall confirm in writing that the approved plans appended hereto have been complied with. When notice has been received of such compliance the Chief Building Official shall confirm such compliance and 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.

(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.

(f) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the facilities and works pursuant to this Agreement.

(g) The Owner agrees that all of the facilities and works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed residential development as determined by the Chief Building Official and shall be maintained at all times in good condition.

(12) GENERAL:

(a) The Owner shall cause to be installed telephone cables to serve all units in the development in accordance with the plans approved by the Bell Telephone Company of Canada.

(b) The Owner shall maintain and keep in repair driveways and access servicing the units located in the development.

(c) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the said lands for the purpose of inspection of any facilities and works referred to in this Agreement and for the purpose of the completion of any facilities and works in accordance with this clause and 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 facilities and works done by the Owner, its contractors, servants or agents on the land described in Schedule "A" annexed hereto or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required facilities and works in accordance with this clause and this Agreement.

(13) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.

(14) The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the lands described in said Schedule "A" to and for the Town, its successors and assigns.

(15) The Owner agrees and consents to the registration of notice of this Agreement against the said lands described in said Schedule "A" attached hereto.

(16) Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

(17) The Owner agrees that all plans shall be drawn by a registered professional architect or by a registered professional engineer and all surveys by an Ontario Land surveyor, subject to the reasonable satisfaction of the Town.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals duly attested to by the proper officers in that behalf.

(THE CORPORATION OF THE
(TOWN OF PELHAM

(

(PER:

Ed Collins

(

Mayor

(

(PER:

Mary Harbitt

(

Clerk

(

(KENMORE HOMES (1987) INC.

(

(PER:

[Signature]

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(

WITNESS

S C H E D U L E " A "

IN THE TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA, AND BEING
COMPOSED OF BLOCK 19, REGISTERED PLAN 59M-128.

/ /



BEING PART OF
TOWNSHIP LOT 1
CONCESSION 10
FORMERLY IN THE
TOWNSHIP OF PEHAM

**NOW IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA**

SITE STATISTICS		
SITE AREA	4970 sq. m	100%
BUILDING COVERAGE	891 sq. m	18%
PAVING	814 sq. m	16%
LANDSCAPING	3266 sq. m	66%
NUMBER OF UNITS	12	
DENSITY	24 UNITS/ha	
NUMBER OF STOREYS	2	
NUMBER OF PARKING SPACES	24	

LANDSCAPING SCHEDULE			
SYMBOL	BOTANICAL NAME	SIZE	QUANTITY
A	ACER PLATANOIDES 'OBUSON KING'	60mm	3
B	PRUNUS NIGRA	150mm	5
C	PRUNUS NIGRA	200mm	6
D	BLUE ARCTIC WILLOW	-	12
E	EUNOMIA	-	5
F	DOGWOOD	-	4
G	SUNBURST LOCUSTS	-	7

OWNER'S NAME _____


SIGNATURE _____

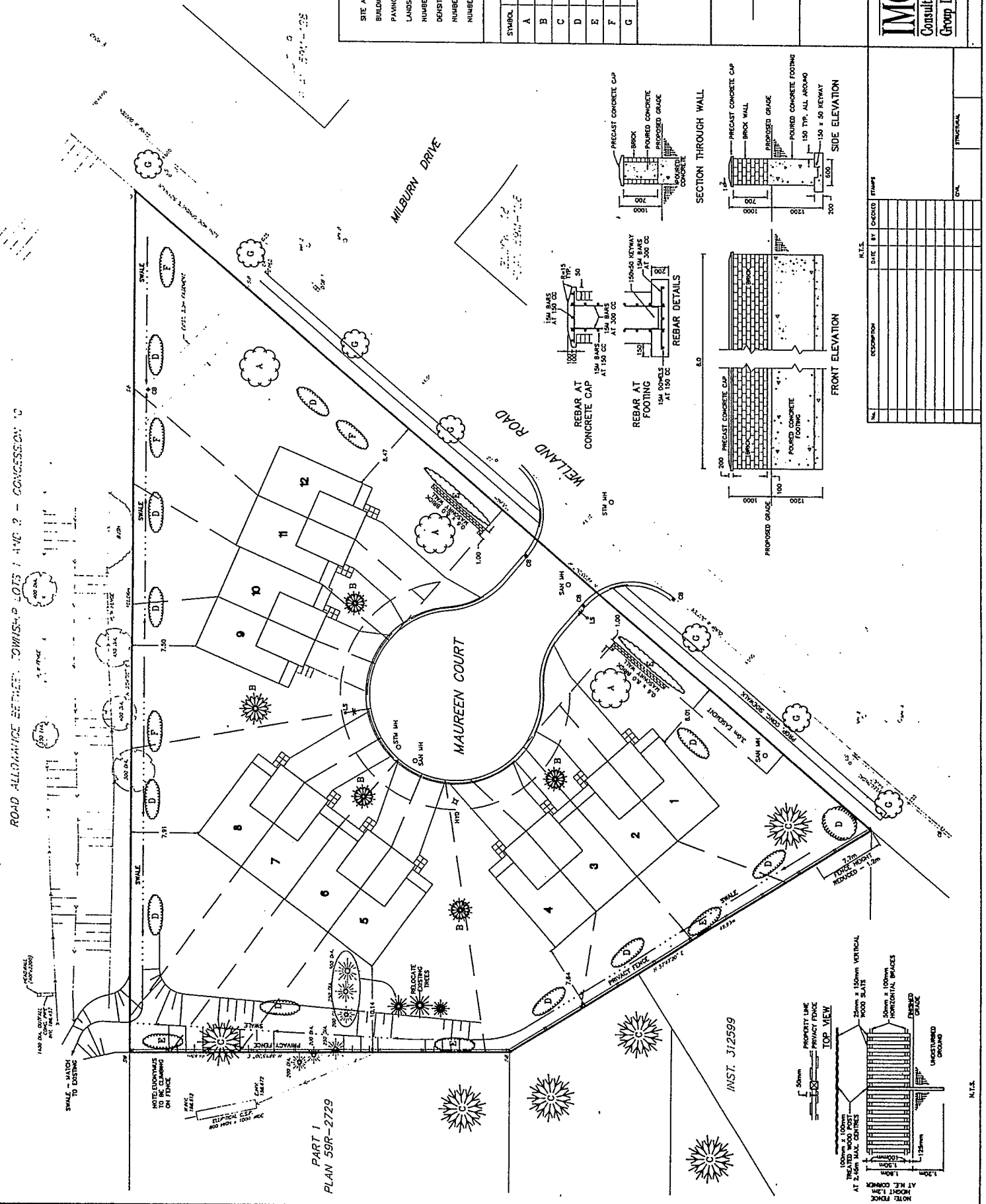
APPROVED BY
THE TOWN OF PELHAM

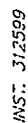
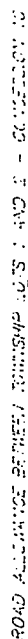
**TOWN ENGINEER
(PROCTOR & REDFERN LTD.)**

1991

NOTE: THE ENGINEER'S LABELS AND LOCATIONS ON THIS PLAN ARE APPROXIMATE AND MAY BE SLIGHTLY ADJUSTED IN THE FIELD TO ACCOMMODATE THE STRENGTH AND PURPOSE OF THE ORIGINAL PLAN IS MAINTAINED AND ALL RELEVANT ZONING PROVISIONS COMPLIED WITH. FURTHER, NOT WITHSTANDING ANYTHING SHOWN ON THIS PLAN TO THE CONTRARY, ALL SITE SETBACKS, GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH PLANS FILED IN THE TOWN ENGINEER'S OFFICE AND APPROVED BY THE ENGINEER.

		SCALE DATE 11/2000 SCALE V/S. DEMAND DECIDE GAS FILE 02/20/2003/4/04 DATE JUL DRAIN		QUANTITY PROJECT DEMAND PROJECT NO.		KENMORE HOMES WELAND ROAD TOWNHOUSES LANDSCAPING PLAN W20222 GP 3		SHEET NO. NO. OF SHEETS	
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BENCHMARK

BENCHMARK ON THE NORTHWEST CORNER OF THE HEADWALL, ±100.0m SOUTH OF MELLAND ROAD, WITHIN THE ROAD ALLOWANCE BETWEEN LOTS 1 & 2, CONCESSION 10, AT THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION 190.457m

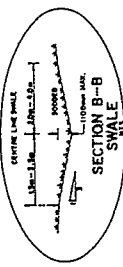
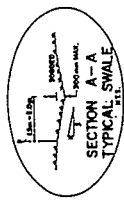
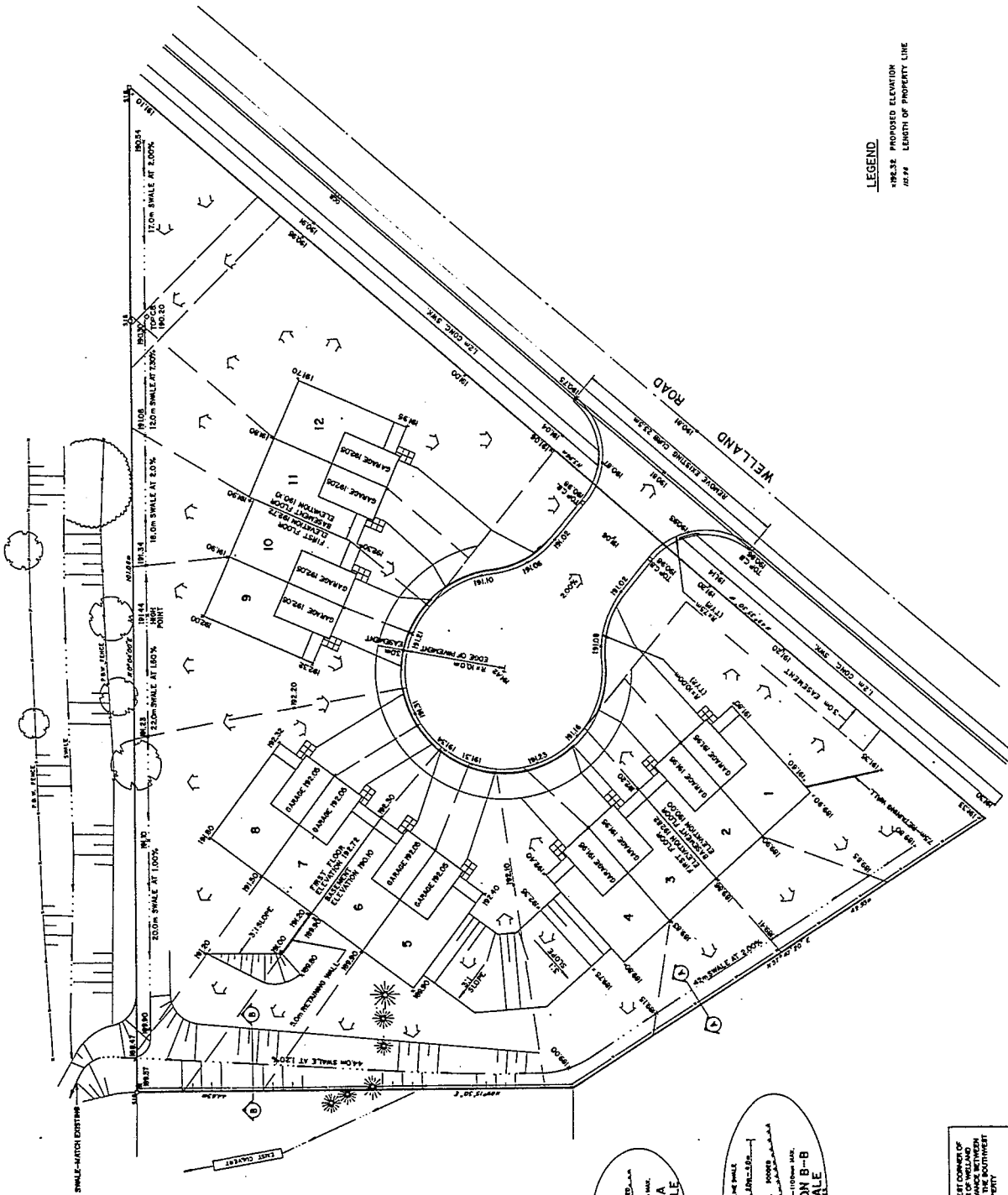
LEGEND

PROPOSED ELEVATIONS
PROPOSED ELEVATION TO MATCH EXISTING
EXISTING ELEVATIONS
SWALE
OVERLAND FLOW

SCHEDULE "C"
(Revised November 19, 1991)



LEGEND
+196.32 PROPOSED ELEVATION
102.74 LENGTH OF PROPERTY LINE

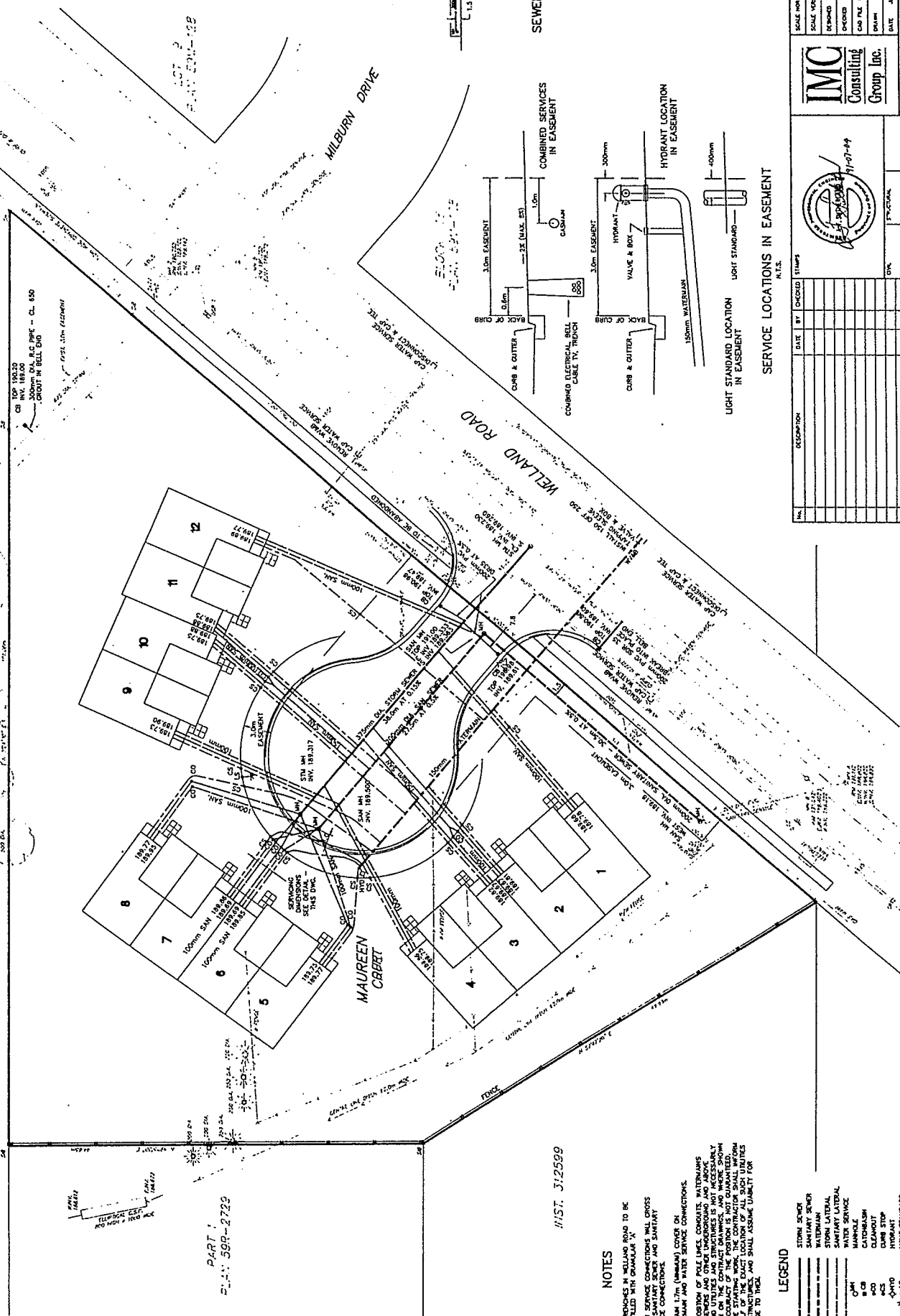
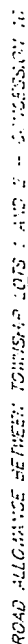


REMARKS: ON THE NORTHWEST CORNER OF THE HEADWALL, 1.00m SOUTH OF WELLAND ROAD, THE EXISTING ELEVATION IS 102.74. A CONCERN IS AT THE NORTHWEST CORNER OF THE SUBJECT PROPERTY ELEVATION 102.74.

Proctor & Redfern Limited Consulting Engineers & Architects Toronto St. Catharines		KENMORE HOMES WELLAND ROAD TOWNHOUSES		GRADING PLAN	
Scale 1:100 (FOR PRINT)		Date 1991.11.19		Drawn by C.R. by	
Sheet No. A1-91607-GP2A		Project No. A1-91607-GP2A		Revision	
No.		Date		Initial	
1		1991.11.19		C.R.	
2		1991.11.19		C.R.	
3		1991.11.19		C.R.	
4		1991.11.19		C.R.	
5		1991.11.19		C.R.	
6		1991.11.19		C.R.	
7		1991.11.19		C.R.	
8		1991.11.19		C.R.	
9		1991.11.19		C.R.	
10		1991.11.19		C.R.	
11		1991.11.19		C.R.	
12		1991.11.19		C.R.	
13		1991.11.19		C.R.	
14		1991.11.19		C.R.	
15		1991.11.19		C.R.	
16		1991.11.19		C.R.	
17		1991.11.19		C.R.	
18		1991.11.19		C.R.	
19		1991.11.19		C.R.	
20		1991.11.19		C.R.	
21		1991.11.19		C.R.	
22		1991.11.19		C.R.	
23		1991.11.19		C.R.	
24		1991.11.19		C.R.	
25		1991.11.19		C.R.	
26		1991.11.19		C.R.	
27		1991.11.19		C.R.	
28		1991.11.19		C.R.	
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56		1991.11.19		C.R.	
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58		1991.11.19		C.R.	
59		1991.11.19		C.R.	
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69		1991.11.19		C.R.	
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71		1991.11.19		C.R.	
72		1991.11.19		C.R.	
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92		1991.11.19		C.R.	
93		1991.11.19		C.R.	
94		1991.11.19		C.R.	
95		1991.11.19		C.R.	
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98		1991.11.19		C.R.	
99		1991.11.19		C.R.	
100		1991.11.19		C.R.	



	OWNER'S NAME _____ _____	SIGNATURE _____ _____	APPROVED BY THE TOWN OF PELHAM _____ TOWN CHIEF (PROCTOR & HEDDERA LTD.) DATE _____	1981
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[illegible]

NOTES

ALL TRENCHES IN WELLAND ROAD TO BE BACKFILLED WITH GRANULAR "A" STORM SERVICE CONNECTIONS WILL CROSS OVER SANITARY SEWER AND SANITARY SERVICE CONNECTIONS.

THE POSITION OF POLE LINES, CONDUITS, WATER MAINS, SEWERS AND OTHER UNDERGROUND AND ABOVE GROUND UTILITIES AND STRUCTURES IS NOT BEYOND THE SHOWING ON THE CONTRACT DRAWINGS, AND WHEN THE ACCURACY OF THE POSITION IS NOT GUARANTEED BY THE CONTRACTOR STARTING WORK, THE CONTRACTOR SHALL BE RESPONSIBLE OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME LIABILITY FOR ANY DAMAGE TO THEM.

LEGEND

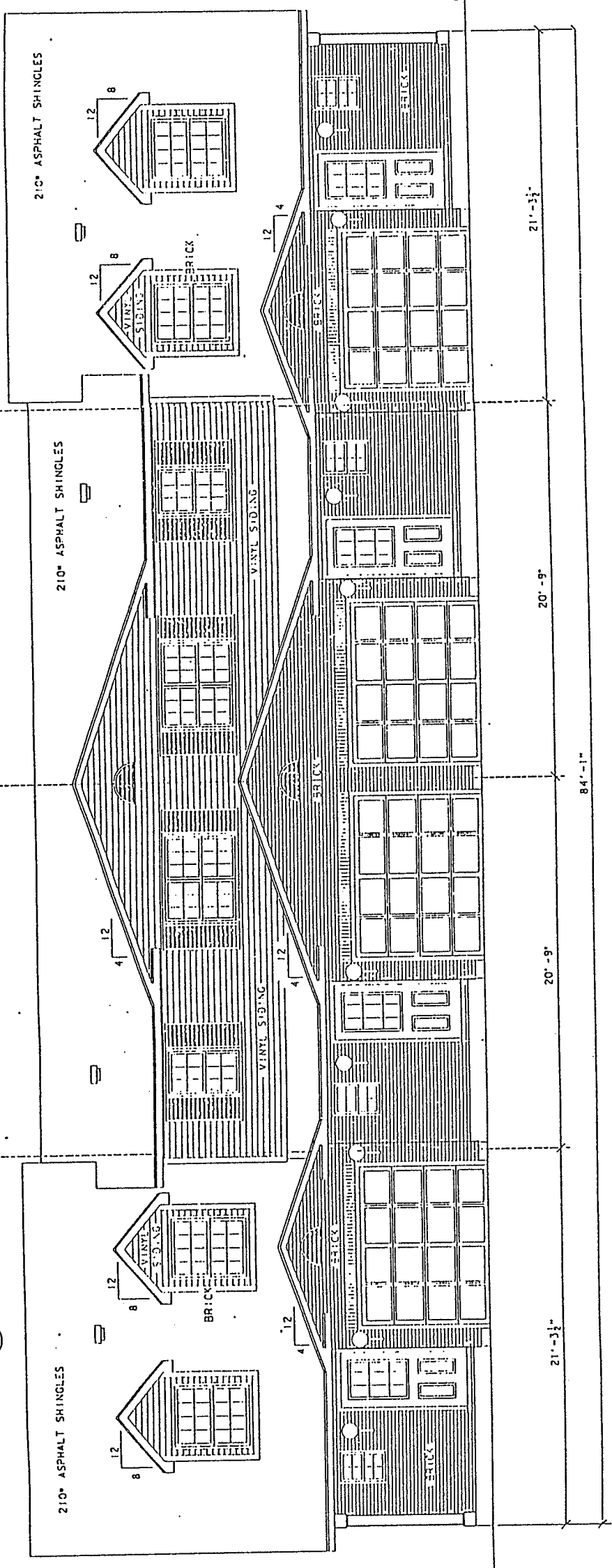
STORM SEWER	
SANITARY SEWER	
WATERMAIN	
STORM LATERAL	
SANITARY LATERAL	
WATER SERVICE	
MANHOLE	
CATCHBASIN	
CLEANOUT	
CURB STOP	
HYDRANT	
LIGHT STANDARD	
PRIVATE PLYING	

(8)

(7)

(6)

(5)



FRONT ELEVATION OF BLOCK "B"

SCHEDULE " F "

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
1. Site grading, topsoil and sod	\$24,000
2. Landscaping	7,800
3. Masonry wall	3,600
4. Driveway approaches	7,200
5. Fencing	3,400
	<hr/>
TOTAL ESTIMATED COSTS	\$46,000