

FOR OFFICE USE ONLY

614089

CERTIFICATE OF REGISTRATION
OF A NEW EASEMENT
IN THE COUNTY OF WELLAND
IN THE TOWN OF PELHAM

'91 08 9 11 11

[Signature]

LAND REGISTRY/REGISTRATION

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 9 pages
(3) Property Identifier(s)	Block	Property
		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Development Agreement		
(5) Consideration N/A Dollars \$		
(6) Description Part Lot 5, Concession 8, Town of Pelham, Regional Municipality of Niagara, formerly in the Township of Pelham, County of Welland, being the same lands as in Instrument Number 162445.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

See Attached Agreement

Continued on Schedule ☒

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
DAVIS, James C.	<i>Catherine Pauline Zulik Nicholls</i>	1991 08 08
DAVIS, C. Joyce		
by their Solicitor		
Catherine Pauline Zulik Nicholls		

(11) Address for Service
c/o Nicholls & Greenhow, P.O. Box 187, Grimsby, Ontario, L3M 4G3

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

(13) Address for Service
P.O.Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property	(15) Document Prepared by: Nicholls & Greenhow P.O. Box 187 Grimsby, Ontario L3M 4G3	FOR OFFICE USE ONLY	Fees and Tax
			Registration Fee
			Total

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

BETWEEN:

JAMES AND JOYCE DAVIS

Hereinafter called the "Owners"
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 represent that they are the owners of
the lands situate in the Town of Pelham described in Schedule "A"
and shown in Schedule "B" (the "Lands"), attached hereto and have
applied to the Land Division Committee of the Regional Municipality
of Niagara for consent under applications B678/90, B679/90 and
B680/90 and have obtained such consents subject to conditions;

AND WHEREAS the decision of the Land Division Committee
was conditional upon, among other things, the Town's Official Plan
Amendment No. 20 being approved by the Ministry of Municipal
Affairs and the entering into of an agreement between the Owners
and the Town;

- 3 -

AND WHEREAS the Town requires the Owners, in order to satisfy the conditions of the consents to severance and before obtaining certificates with respect thereto from the Land Division Committee, 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 whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

(1) REGISTRATION:

(a) 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.

(b) The Owners covenant for themselves, their 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.

(2) LAND SEVERANCE:

The Owners agree that they shall not request a certificate from the Secretary Treasurer of the Land Division Committee of the Regional Municipality of Niagara pursuant to Section 52(21) of the Planning Act, 1983 until authorized by the Town Clerk.

(3) BUILDING PERMITS:

The Owners agree that the Town shall not issue and the Owners shall not request building permits for the lands described in Schedule "A" until such time as the Town's Official Plan Amendment No. 20 is approved by the Ministry of Municipal Affairs or in the alternative, the Ontario Municipal Board.

(4) MUNICIPAL WATERMAIN CONNECTION:

The Owners agree to connect to the municipal watermain for the lands described in Schedule "A" at the time of the issuance of building permits.

(5) WATER FRONTAGE CHARGES:

The Owners shall pay to the Town the sum of \$4,073.47 as payment for previous exempt now assessable water frontage charges along the entire frontages of Part 1, 3 and 4 shown on Schedule "B" attached hereto representing a total footage of 499.2 feet at the rate of \$8.16 per foot.

(6) PARKS DEDICATION:

The Owners shall pay to the Town the sum of \$6,000.00 as payment of cash in substitution for the conveyance of 5% of the land to the Town for parks purposes and such sum shall become due and payable at the time that Official Plan Amendment No. 20 of the Town of Pelham is approved by the Ministry of Municipal Affairs or in the alternative, the Ontario Municipal Board but prior to any certificate issued pursuant to Section 52(21) of the Planning Act, 1983.

(7) EXPANSION AND RENEWAL FUND:

The Owners shall pay the Town the sum of \$4,050.00 for the purpose of expanding and renewing services within the Town limits and such sum shall become due and payable at the time that Official Plan Amendment No. 20 is approved by the Ministry of Municipal Affairs or in the alternative, the Ontario Municipal Board but prior to any certificate issued pursuant to Section 52(21) of the Planning Act, 1983.

(8) 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 provisions to be made by the Owners shall be in accordance with specifications approved in writing by the Town Engineer. In the event changes are made, after having been approved in writing 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.

(9) 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 lands have been reassessed, to pay all current taxes as established by the reassessment, or any additional amounts as thereby required.

(10) TREES:

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

(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 in writing 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 or other drainage problems in another lot or adjacent property. The said approved drainage plan shall be submitted prior to the issuance of a building permit. All elevations shown on the said approved drainage plan 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 hands and seals and corporate seal 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

(John Collins

(MAYOR

(Mary Hackett

(CLERK

(

(

(

(James C. Davis
(JAMES DAVIS

(

(C. Joyce Davis
(JOYCE DAVIS

James C. Davis
As to the signatures of
James Davis and Joyce Davis

SCHEDULE "A"

DESCRIPTION

Part of Lot 5, Concession 8, in the Town of Pelham, Regional Municipality of Niagara, formerly in the Township of Pelham, County of Welland, more particularly described as follows:

COMMENCING at the point where the northerly limit of the Canboro Road passing through said Lot is intersected by the east limit of said Lot;

THENCE North along the East limit of said Lot a distance of 280.5 feet;

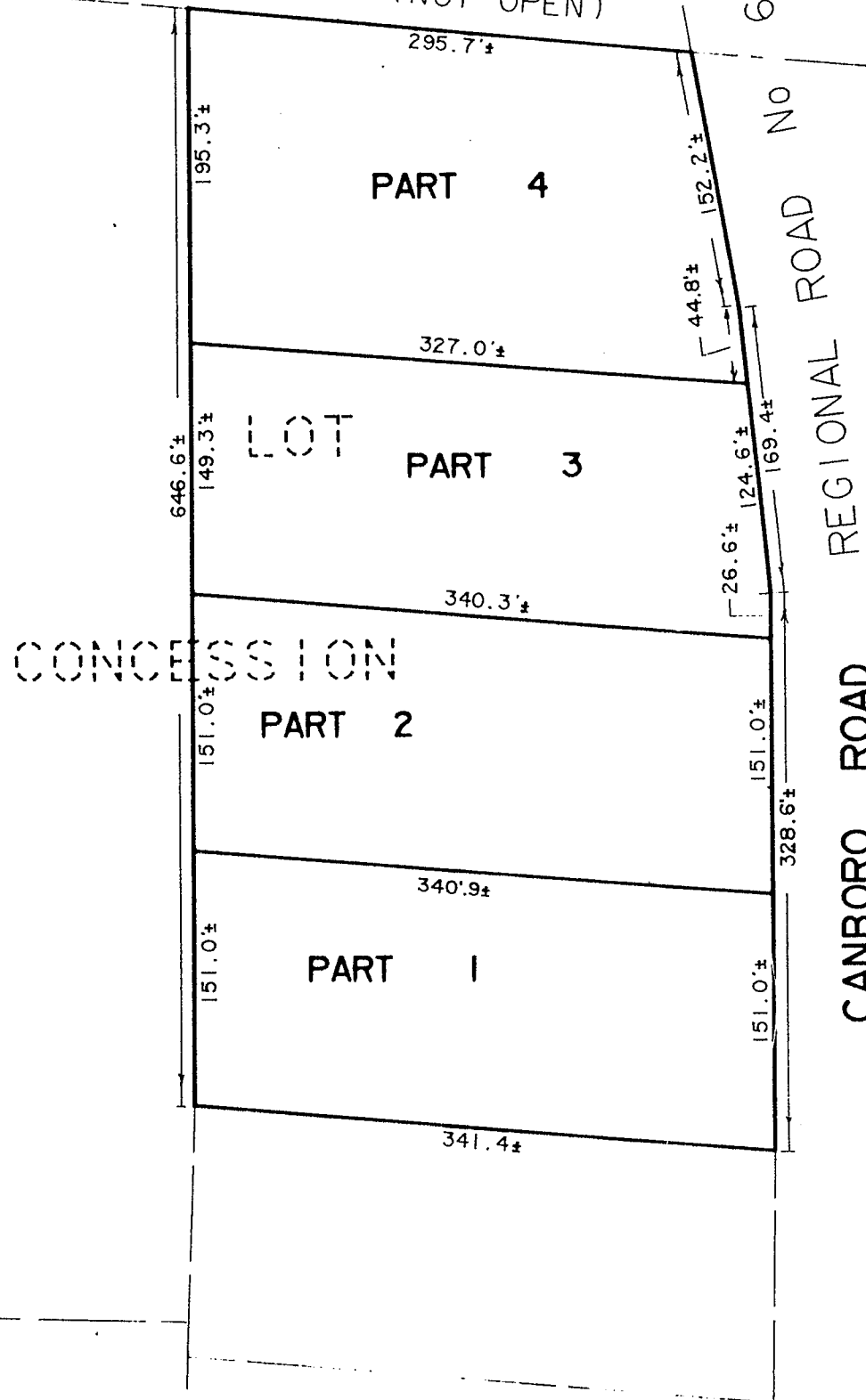
THENCE South 85 degrees and 4.5 minutes West a distance of 713.3 feet;

THENCE South 51 minutes East to and along a line where a fence existed a distance of 345.5 to a northerly limit of the Canboro Road aforementioned;

THENCE easterly along the northerly limit of the Canboro Road 718.5 feet more or less to the place of beginning.



ROAD LOTS 4 ALLOWANCE BETWEEN AND 5 (NOT OPEN)



CONCESSION

SKETCH

TO ILLUSTRATE DESCRIPTION

SCALE: 1" = 100'

PART OF LOT 5
CONCESSION 8
TOWNSHIP OF PELHAM
NOW IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

NOTE: THIS SKETCH IS PREPARED FROM COMPILED AND CALCULATED INFORMATION, NOT FROM AN ACTUAL SURVEY. DO NOT SCALE FROM THIS DRAWING.

CAUTION: THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR TRANSACTION OR MORTGAGE PURPOSES.

"THIS IS NOT AN ORIGINAL COPY UNLESS EMBOSSED WITH SEAL."

P. Douglas Reitsma

P. DOUGLAS REITSMAN, B. Sc., O.L.S.

P. D. REITSMAN SURVEYING LTD.

HEAD OFFICE
203 EAST MAIN STREET (Upper)
WELLAND ONTARIO
L3B 3W7 (416) 735-7841; 384-9824

CONSULTATION OFFICE
17 HIGHWAY 20 WEST
FONTHILL ONTARIO
L0S 1E0 (416) 892-2570

DATE July 16, 1991 FILE 87-179-90

Additional Property Identifier(s) and/or Other Information

DESCRIPTION

Part of Lot 5, Concession 8, in the Town of Pelham, Regional Municipality of Niagara, formerly in the Township of Pelham, County of Welland, more particularly described as follows:

COMMENCING at the point where the northerly limit of the Canboro Road passing through said Lot is intersected by the east limit of said Lot;

THENCE North along the East limit of said Lot a distance of 280.5 feet;

THENCE South 85 degrees and 4.5 minutes West a distance of 713.3 feet;

THENCE South 51 minutes East to and along a line where a fence existed a distance of 345.5 to a northerly limit of the Canboro Road aforementioned;

THENCE easterly along the northerly limit of the Canboro Road 718.5 feet more or less to the place of beginning.