

See Amended Agreement 1614(1994)

D

FOR OFFICE USE ONLY

615010

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD(59)WELLAND

'91 08 23 15 05

LAND REGISTRAR/REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 8 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

AGREEMENT

(5) Consideration

Dollars \$

(6) Description

Town of Pelham, Regional Municipality of Niagara (formerly the Township of Pelham) and being composed of Part of Lot 4, Concession 8,

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☒

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☐

(8) This Document provides as follows:

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

Vilma CRICK "Owner" Vilma Crick

91 08 23

Dolores White "Owner"

(11) Address for Service

247 Canboro Road Ridgville

(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
TOWN

(13) Address for Service

FONTHILL Municipal Square

(14) Municipal Address of Property

247 Canboro Road
Ridgville
Ontario

(15) Document Prepared by:

Town of Pelham

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Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this *16th* day of *July*,
1991 A.D.

BETWEEN:

VILMA CRICK AND DOLORES WHITE
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 illustrated in Schedule "B" (the "Lands"), attached hereto and have applied to the Land Division Committee of the Regional Municipality of Niagara for consent under application B676/90 and have obtained such consent 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;

AND WHEREAS the Town requires the Owners, in order to satisfy the conditions of the consent 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 each lot which has been created by the consent 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 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 issuance of building permits.

(5) WATER FRONTAGE CHARGES:

The Owners shall pay to the Town the sum of \$1,232.16 as payment for previous exempt now assessable water frontage charges along the entire frontage of Part 1 shown on Schedule "B" attached hereto representing a total footage of 151.00 feet at the rate of \$8.16 per foot.

(6) PARKS DEDICATION:

The Owners shall pay to the Town the sum of \$2,000.00 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 \$1,350.00 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 consent. 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

(*Paul Collins*

(MAYOR

(*Mary Hackett*

(CLERK

(
(

(*Vilma Crick*

(VILMA CRICK

(*Dolores White*

(DOLORES WHITE

Bernie Lewhal

As to the signatures of
Vilma Crick and Dolores White

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 (formerly the Township of Pelham) and being composed of Part of Lot 4, Concession 8, which said parcel may be more particularly described as follows:

PREMISING that the westerly limit of said Lot 4 has an astronomic bearing of N 1° 26' 30" W and relating all bearings herein thereto;

BEGINNING at the north-west corner of said Lot 4;

THENCE S 1° 26' 30" E along the westerly limit of said Lot 4, 1859.5 feet more or less to its intersection with the north limit of Canboro Road;

THENCE N 66° 26' 00" E, along the north limit of Canboro Road, 431.78 feet more or less to a point, being the point of commencement of the parcel herein to be described;

THENCE N 0° 59' 00" W, 290 feet more or less to a point;

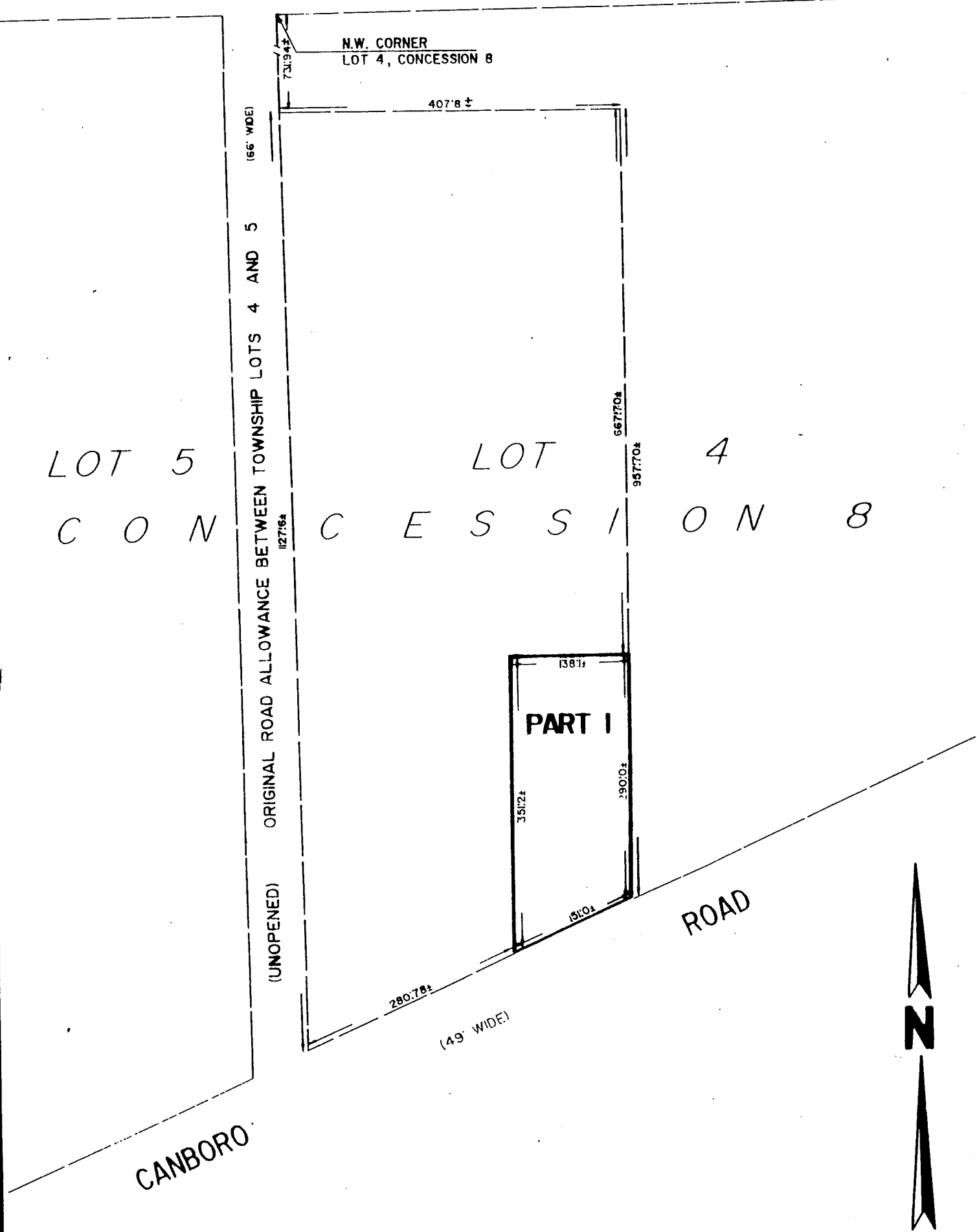
THENCE S 89° 01' 00" W, 138.1 feet more or less to a point;

THENCE S 0° 59' 00" E, 351.2 feet more or less to a point in the northerly limit of Canboro Road;

THENCE N 66° 26' 00" E, along the north limit of Canboro Road, 151.0 feet more or less to the point of commencement.

THIS DESCRIPTION IS APPROVED
FOR THIS INSTRUMENT ONLY.


DEP. REGISTRAR



SKETCH
 TO ILLUSTRATE DESCRIPTION
 SCALE: 1" = 150'

LOT 4
CONCESSION 8
TOWNSHIP OF PELHAM
 NOW IN THE
TOWN OF PELHAM
 REGIONAL MUNICIPALITY OF NAGARA

NOTE: THIS SKETCH IS PREPARED FROM COMPILED AND CALCULATED INFORMATION NOT FROM AN ACTUAL SURVEY.
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 A SURVEYOR'S SEAL.
 DO NOT SCALE FROM THIS DRAWING.

P. Douglas Reitsma
P. DOUGLAS REITSMA, B.Sc., O.L.S.
P. D. REITSMA SURVEYING LTD.
 HEAD OFFICE: 203 EAST MAIN STREET (Upper) WELLAND, ONTARIO L3B 3W7 (416) 735-7841; 384-9824
 CONSULTATION OFFICE: 17 HIGHWAY 20 WEST FORTHILL, ONTARIO L0S 1E0 (416) 892-2570