

<div>FOR OFFICE USE ONLY</div> <div>613086</div> <div>CERTIFICATE OF REGISTRATION CERTIFICATE OF DEVELOPMENT NIAGARA COUNTY/LEGONVILLE TOWNSHIP</div> <div>'91 07 26 12 06</div> <div>LAND REGISTRAR/REGISTRATEUR</div> <div>New Property Identifiers</div> <div>Additional: See Schedule</div> <div>Executions</div> <div>Additional: See Schedule</div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 10 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Nature of Document DEVELOPMENT AGREEMENT			
	(5) Consideration  Dollars \$			
	(6) Description  Part of Lot 2, Concession 10, formerly in the Township of Pelham, now in the Town of Pelham and Regional municipality of Niagara.  Designated as Parts <sup>1</sup> 2 and 3 on Reference Plan 59R-7714.			
(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"/>	

(8) This Document provides as follows:

See Schedule for Development 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
SARDELLA, Frank	<i>Frank Sardella</i>	1991 07 25
SARDELLA, Rosa	<i>Rosa Sardella</i>	1991 07 25
(Owner)		

(11) Address for Service 1087 Quaker Road, Fonthill, Ontario, L0S 1E0

(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, by its solicitor, DANIEL, WILSON	<i>Call Shedden</i> CALLUM SHEDDEN	1991 07 25

(13) Address for Service P.O. Box 400, Pelham Municipal Building, 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property not assigned	(15) Document Prepared by: DANIEL, WILSON (C. Shedden) P.O. Box 366, 39 Queen St. St. Catharines, Ontario L2R 6V7  CS/tf	<div>FOR OFFICE USE ONLY</div> <table><tr><td colspan="2">Fees and Tax</td></tr><tr><td>Registration Fee</td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>Total</td><td></td></tr></table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

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

BETWEEN:

FRANK AND ROSA SARDELLA

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" ~~and shown in~~  
~~Schedule "B"~~ attached hereto and have applied to the Land Division  
Committee of the Regional Municipality of Niagara for consent under  
applications B744/90 and B745/90 and have obtained such consents  
subject to conditions;

AND WHEREAS the decision of the Land Division Committee  
was conditional upon, among other things, the 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;

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:

(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 Owner covenants for himself, his 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) PARKS DEDICATION:

The Owners shall 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 to the Town the sum of \$2,700.00 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.

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

(6) COST SHARING-RIVER REALTY DEVELOPMENTS (1976) INC.:

The Owners shall pay to the Town cash in the sum of \$6,115.02 as payment of their contribution towards the provision of watermain and sidewalk construction.

(7) 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 \$5,550.00. Such works shall include all service laterals and driveway entrances. Prior to the signing of this agreement the service laterals were constructed and subsequently inspected to the satisfaction of the Town. The Owner is therefore only required to deposit the sum of \$1,500.00 to ensure the construction of the driveway entrances.

(iii) Further the Owners 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.

(8) DRIVEWAY ENTRANCES:

The Owner shall ensure that the excavation, stoning and paving of each driveway, from the travelled portion of the road to the lot line and to the full width of the driveway, is completed either by himself or by the builder to the satisfaction of the Town Engineer.

(9) (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.

(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 each 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) 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.

(12) 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.

(13) 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 <sup>Exhibit "A"</sup>~~Schedule "A"~~<sup>Exhibit</sup>~~Schedule~~ <sup>"A"</sup>~~"A"~~. All elevations shown on ~~Schedule~~ 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 tin that behalf.

SIGNED, SEALED AND  
DELIVERED

- In the Presence Of -

(THE CORPORATION OF THE TOWN OF  
(PELHAM

( *And Bollens*  
( MAYOR

( *Mary Hackett*  
( CLERK

( *Frank Sardella*  
( FRANK SARDELLA

( *Rosa Sardella*  
( ROSA SARDELLA

*Karen Elliott*  
As to the signatures of  
Frank and Rosa Sardella

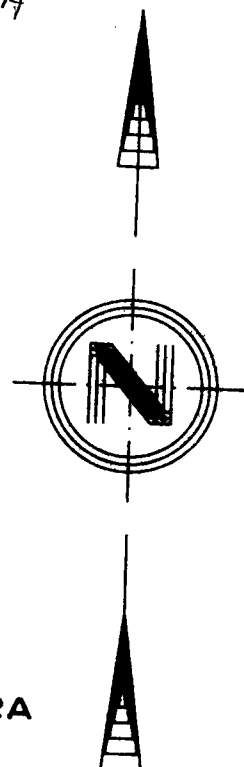
SCHEDULE "A"

Part of Lot 2, Concession 10, formerly the Township of Pelham,  
now in the Town of Pelham and Regional Municipality of Niagara.

Designated as Part <sup>1</sup>2 and 3 on Reference Plan 59R-7714.



9A 4



## ATIONS

LOT 50

# REGISTER

LOT 2  
ON 10

D OF PELHAM

OF PELHAM

MUNICIPALITY OF NIAGARA

EXISTING SWALE TO CATCH BASIN  
BETWEEN LOTS 47 AND 48

### CATCH BASIN

**TOP**  
**628:50**

670's

EXISTING  
FRAME  
SHED

EXISTING  
1 1/2 STOREY  
STUCCO  
DWELLING

T SCALE FROM THIS DRAWING  
ARE FROM COMPILED AND CALCULATED  
IN ACTUAL SURVEY.

REPRODUCTION, ALTERATION, OR USE OF THIS PLAN, IN  
WITHOUT THE EXPRESS WRITTEN PERMISSION  
VEYING LTD. IS STRICTLY PROHIBITED.

ORIGINAL COPY UNLESS EMBOSSED WITH A

TOP FRONT  
STOOP 633.93

5 IS NOT A PLAN OF SURVEY AND SHALL  
ANSACTION OR MORTGAGE PURPOSES.

LO  
CONCESS  
PART

3. ELEVATIONS ARE GEODETIC AND ARE  
NORTHWEST BOLT ON THE TOP FLANGE OF A  
E WEST SIDE OF HAIST ROAD IN THE FRONT  
ELEVATION= 633.49

EXISTING GROUND ELEVATION  
PROPOSED ELEVATION

PROPOSED DIRECTION OF SURFACE FLOW.  
SWALE:

**62:30**

**EXISTING DITCH.**

INVERT  
625.38

CORRUGATED STEEL  
CULVERT

THE 16th. DAY OF JULY 1991.

**REITSMA SURVEYING LTD.**

AD OFFICE  
STREET (Upper)  
ONTARIO  
-7841, 384-9824

CONSULTATION OFFICE  
17 HIGHWAY 20 WEST  
FONTHILL, ONTARIO  
LOS JEO (416) 892-2570

i. L.

**FILE N°:**

90-316-91