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622307

CERTIFICATE OF REGISTRATION
CERTIFICATE OF REGISTRATION
NIAGARA SOUTH/NIAGARA/WELLAND

'91 12 9 14 22

[Signature]

LAND REGISTRATION 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 10 pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document AGREEMENT		
(5) Consideration N/A		
(6) Description Part of Lot 15, Concession 9, designated as Parts 1, 2 and 3 on Reference Plan 59R-7491, Town of Pelham, Regional Municipality of Niagara, (formerly Township of Pelham, County of Welland).		
(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

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

THE CORPORATION OF THE TOWN OF PELHAM

PER:

[Signature]
Mardy Collins
Mayor

1991 09 14

(TOWN/APPLICANT)

We are authorized to
bind the Corporation.

PER:

[Signature]
Murray Hackett
Town Clerk

1991 09 14

(11) Address
for Service

20 Pelham Town Square, P. O. Box 400,
FONTHILL, Ontario L0S 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

876951. ONTARIO. LIMITED

PER:

[Signature]
SABATINO PINGUE - President

1991 09

(OWNER)

I have the authority to bind
the Corporation

(13) Address
for Service

73 Ontario Street, ST. CATHARINES, Ontario L2R 5J5

(14) Municipal Address of Property

1209 Maple Street,
FENWICK, Ontario

(15) Document Prepared by:

REID, McNAUGHTON
Barristers & Solicitors
63 Ontario Street, P.O. Box 276
ST. CATHARINES, Ontario
L2R 6T8

JJZ:mc

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Fees and Tax

Registration Fee

Total

Additional Property Identifier(s) and/or Other Information

PARTIES (Interest or Status)

SIGNATURE(S)

DATE OF SIGNATURE

Y M D

KER, Thomas Edgar, in trust

Sam Ker - 1991 09 12

Address: ~~93 Deschene Avenue~~

~~HAMILTON, Ontario~~

~~L9A 3J9~~

CHANGED TO 1614 UPPER WELLINGTON
HAMILTON, ONTARIO

(MORTGAGEE OF THE THIRD PART)

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Additional Property Identifier(s) and/or Other Information

THIS INDENTURE made in triplicate this *14TH* day of *NOVEMBER*,
1991, A.D.

B E T W E E N :

876951 ONTARIO LIMITED,

Hereinafter called the "Owner",
OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town",
OF THE SECOND PART;

- and -

THOMAS EDGAR KER, IN TRUST,

Hereinafter called the "Mortgagee",
OF THE THIRD PART.

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 ENGINEER" shall mean the Engineer of the
Corporation of the Town of Pelham.

(d) "TREASURER" shall mean the Treasurer of the
Corporation of the Town of Pelham.

Additional Property Identifier(s) and/or Other Information

WHEREAS this Agreement was authorized by By-Law No.
1442(1991) of the Town of Pelham;

WHEREAS the Owner purports to be the owner of the
lands described in Schedule "A", including the lands described
in Schedule "B", which Schedules are attached hereto and form
part of this Agreement;

AND WHEREAS the Owner has applied by Application No.
B852/90 to Regional Land Division Committee for a severance to
create a lot shown as Part 2 on Reference Plan 59R-7491
(hereinafter called the "new lot") for the purpose of creating
a residential building lot.

AND WHEREAS Regional Land Division Committee,
granted the said severance by Decision in File No. B852/90
subject to conditions including entering into a Development
Agreement with the Town as follows: namely:

(a) That the owner enter into a development
agreement which will address such issues as, but not
limited to, road dedication; storm water management;
services; impost fees; and park dedication, etc.

(b) That the subject lands be developed in
conjunction with the proposed subdivision to the
east.

(c) The Memorial Drive Plan is to be draft
approved and the proposed road parcel in the
severance application is to form an extension of the
road proposed by the plan, as draft approved.

Additional Property Identifier(s) and/or Other Information

AND WHEREAS the Mortgagee, being the registered owner of a mortgage interest in the said lands, hereby acknowledges the terms of this agreement and agrees that in the event the Mortgagee takes possession of the said lands, or the interest of the Owner is vested in the Mortgagee, then the Mortgagee and anyone acquiring title under the Mortgagee shall be required to comply with the terms of this agreement to the same extent as if they had been an original party hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions herein contained, the Parties hereto hereby covenant and agree as follows:

1. The Owner shall, at its expense, construct to municipal standards a roadway upon the lands described in Schedule "B" together with all services required by the Town Engineer including sanitary and storm sewer, watermain, underground wiring, street lighting, asphalt, pavement, curb and gutter and landscaping in accordance with specifications and drawings approved by the Town Engineer and in accordance with the requirements of the Town Engineer in conjunction with the proposed subdivision to the east, and shall forthwith thereafter convey the roadway lands described in Schedule "B" to the Town for highway purposes.

2. The Owner shall deposit with the Corporation of the Town of Pelham a copy of All Perils and Liability Insurance Policy in the amount as specified by the Town and naming the Town as an additional insured, the said insurance policy to specifically refer to all works to be undertaken by the Owner

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Additional Property Identifier(s) and/or Other Information

and its agents on any lands owned by the Corporation of the Town of Pelham or in which the Town has any right, title or interest.

3. The Owner shall deposit with the Corporation of the Town of Pelham a cash deposit in an amount equal to 4% of the total estimated cost of the works. Any work carried out by the Owner or on behalf of the Owner shall be inspected by the Town Engineer and the cost of such inspection, including overhead, shall be paid by the Owner upon demand, the aforementioned sum to be applied towards the cost of such inspection. The Owner shall pay any costs incurred for construction inspection over and above the said deposit and the Town shall return to the Owner that part of the deposit, if any, not required to pay costs incurred for construction inspection.

4. The Owner will at all times indemnify and save harmless the Town from all losses, costs, damages and injuries which the Town may suffer, be at or be put to for or by reason of or on account of the construction, maintenance or existence of any work done by the Owner, its contractors, servants or agents on the lands described in Schedule "B" annexed hereto, and such indemnity shall constitute a first lien and charge on the said lands of the Owner subject to existing mortgages registered on title at the time any claim arises against the Town.

5. The Owner shall deposit with the Town proof that any contractor employed by the Owner or its agents to undertake the work required herein is in good standing with the Worker's Compensation Board.

Additional Property Identifier(s) and/or Other Information

6. The Owner shall not apply for nor shall the Town grant a building permit for the new lot until the completed roadway has been accepted by the Town.

7. The Purchaser acknowledges that the new lot does not front on a public street or highway at the time of execution of this agreement, and that a building permit for the new lot shall not be issued until the completed roadway has been conveyed to the Town under this agreement and been formally accepted for highway purposes.

8. The Mortgagee, the Owner of a registered mortgage interest recorded against the title to the new lot and/or the roadway lands described in Schedule "B" hereof, hereby acknowledges the terms of this agreement and agrees that in the event it takes possession of the said lands, or the interest of the Owner is vested in it, it and anyone acquiring title under it shall be required to comply with the terms of this agreement to the same extent as if they had been an original party hereto.

9. This agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule "A" and Schedule "B" attached hereto.

Additional Property Identifier(s) and/or Other Information

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their respective corporate seals duly attested by the proper officers in that behalf.

SIGNED, SEALED & DELIVERED
in the presence of:

THE CORPORATION OF THE TOWN
OF PELHAM

[Signature]
MAYOR

[Signature]
CLERK

876951 ONTARIO LIMITED

Per: [Signature]
Name: SABATINO PINGUE
Title: President

I have authority to bind
the Corporation.

[Signature]
THOMAS EDGAR KER, IN TRUST

WITNESS

Additional Property Identifier(s) and/or Other Information**SCHEDULE "A"**

Part of Lot 15, Concession 9, designated as Parts 1, 2 and 3
on Reference Plan 59R-7491, Town of Pelham, Regional
Municipality of Niagara, (formerly Township of Pelham, County
of Welland).

Additional Property Identifier(s) and/or Other Information

SCHEDULE "B"

Part of Lot 15, Concession 9, designated as Part 3 on
Reference Plan 59R-7491, Town of Pelham, Regional Municipality
of Niagara, (formerly Township of Pelham, County of Welland).