

LT 007082

CERTIFICATE OF RECEIPT
RECEPTE
NIAGRA SOUTH/SUD(50)WELLAND

'92 08 10 15 13

[Signature]
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

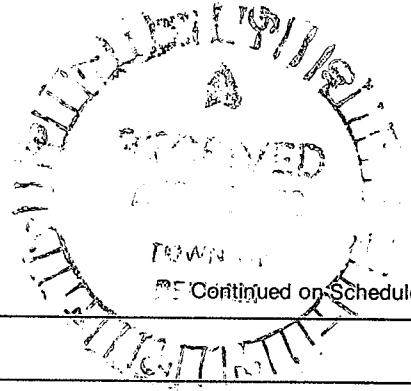
Executions

Additional:
See
Schedule ☐

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 15 pages
(3) Property Identifier(s)		Block Property
(4) Nature of Document		Application to register Notice of Agreement Section 74 of the Land Titles Act
(5) Consideration		Nil Dollars \$ Nil
(6) Description		
Block 50, Plan 59M-151, in the Town of Pelham, in the Regional Municipality of Niagara. <i>Parcel 50-1</i> <i>Section 59M-151</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"/>

(8) This Document provides as follows:

The Corporation of the Town of Pelham being interested in the lands entered in the Parcel Register for Section 59M-151 as Block 50, of which Kenmore Homes (1987) Inc. is the registered owner, hereby makes application to have entered into the Parcel Register a Notice of Agreement dated the 10th day of August, 1992 made between The Corporation of the Town of Pelham, of the First part, and Kenmore Homes (1987) Inc., of the Second Part, the lands as described in Box (6) above.



(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

By its agent, Roger Lewandowski

1992 08 10

(11) Address for Service

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

KENMORE HOMES (1987) INC.

By its Solicitor, Roger Lewandowski

1992 08 10

(13) Address for Service

P. O. Box 333,
St. Catharines, Ontario. L2R 6T7.

(14) Municipal Address of Property

N/A

(15) Document Prepared by:

FORSTER, LEWANDOWSKI & CORDS,
Barristers and Solicitors,
P. O. Box 1180, 82 Lake Street,
St. Catharines, Ontario.
L2R 7A7.

Fees and Tax	
Registration Fee	
Total	

THIS AGREEMENT made in triplicate this 10th day of August ,
1992 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, site services and
grading plan, site plan 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.

(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 8 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) DEVELOPMENT CHARGES:

At the time of execution of this Agreement the Owner shall pay to the Town a Development Charge of \$9,328.00 or whatever charge is in effect at the time of such execution. The current amount payable in accordance with By-Law No. 1443(1991) as amended for the eight (8) street townhouse units is \$1,166.00 per unit.

(11) 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.

(12) FENCING PROHIBITION:

The Owner agrees to incorporate in all deeds a prohibition on the construction of fencing within the existing stand of trees as shown on the approved plans attached hereto.

(13) 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 \$40,000.00 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.

(14) 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.

(15) 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.

(16) 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.

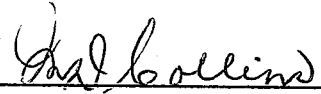
(17) The Owner agrees and consents to the registration of notice of this Agreement against the said lands described in said Schedule "A" attached hereto.

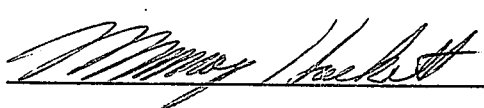
(18) Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the Agreement or at the time of the execution of this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

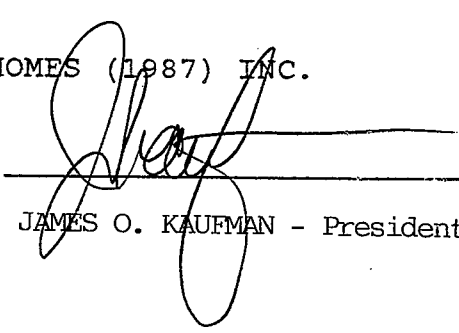
(19) The Owner agrees that all plans shall be drawn by a registered professional architect or by a registered professional engineer and all surveys by an Ontario Land surveyor, subject to the reasonable satisfaction of the Town.

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: 
(Mayor

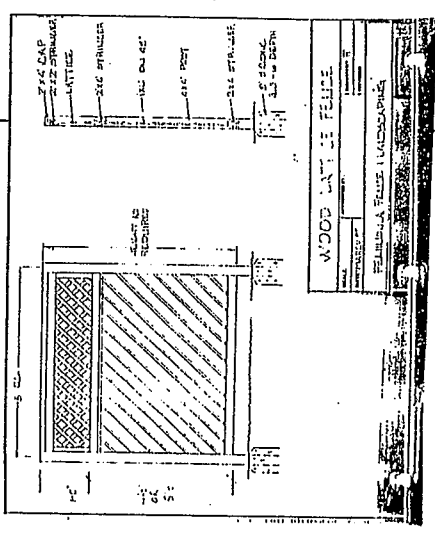
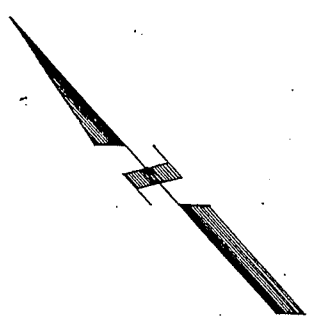
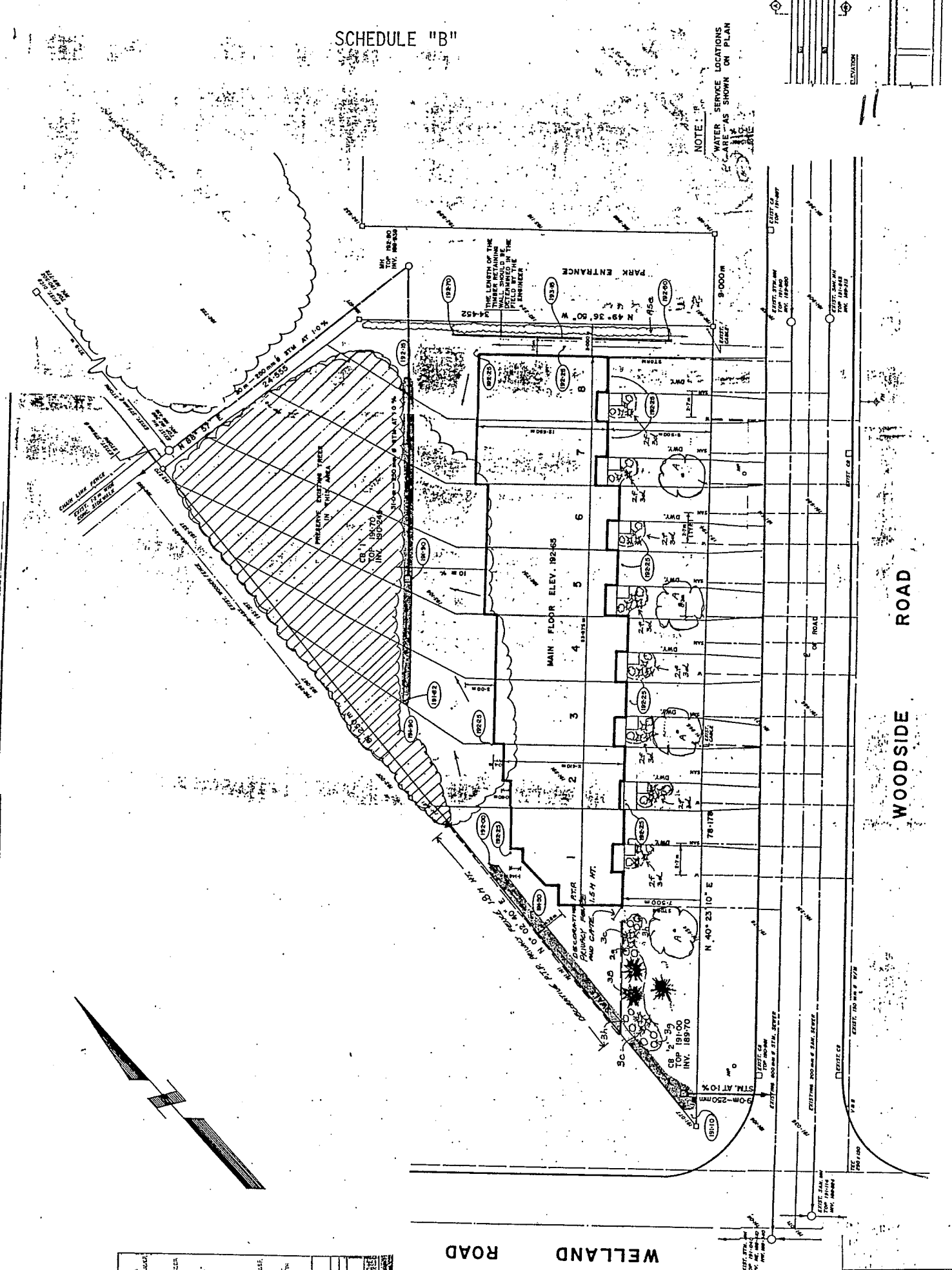
(
(PER: 
(Clerk

(
(KENMORE HOMES (1987) INC.
(
(PER: 
(JAMES O. KAUFMAN - President
(

SCHEDULE "A"

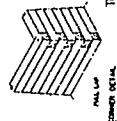
IN THE TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA, AND BEING
COMPOSED OF BLOCK 50, REGISTERED PLAN 59M-151.

SCHEDULE "B"



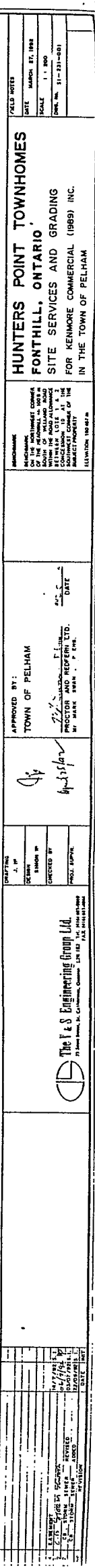
PLANT LIST

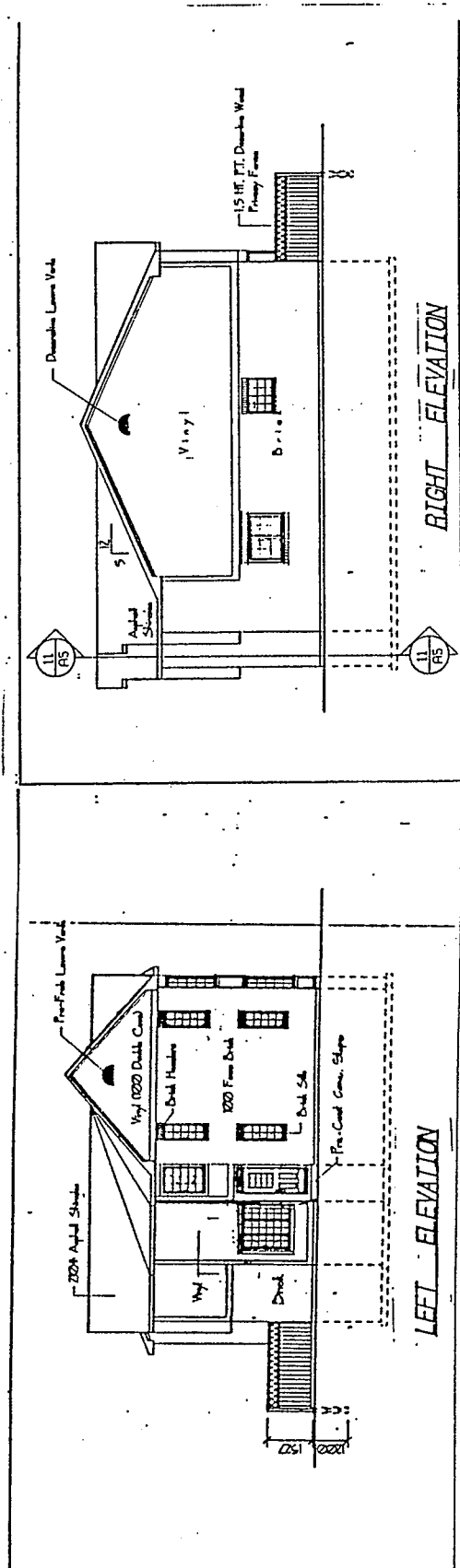
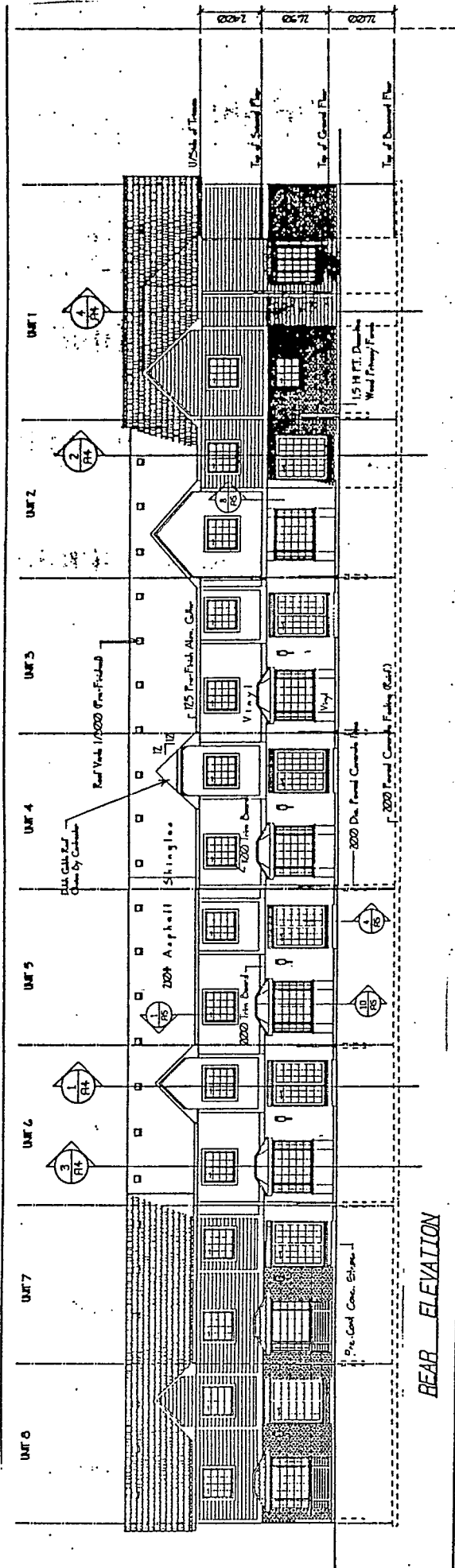
KEY	QTY	NAME	SIZE	COMMENTS
A	1	SHADEMASTER LOCUST	45m	U.S.
B	1	AUSTRIAN PINE	125m	U.S.
C	1	METZ'S JUNIPER	90m	U.S.
D	1	BLUE RICE SUMMER	90m	U.S.
E	1	ALPINE CUCURBIT	60m	U.S.
F	1	ANTHONY WINTER SUMMER	90m	U.S.
G	1	SILVERBEECH	90m	U.S.
H	1	PURPLE LEAF SMOOTHBERRY	90m	U.S.

[illegible]

TIMBER RETAINING WALL

W





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	\$ 5,000
2. Landscaping	5,000
3. Site Servicing (curb & gutter, services, etc.)	18,000
4. Driveway approaches	9,000
5. Fencing	3,000
	<hr/>
TOTAL ESTIMATED COSTS	\$40,000