

652750

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/ SUD (SO) NELLAND

'93 05 28 14 12

[Signature]
LAND REGISTRAR/REGISTRATEUR

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 7 pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document Agreement		
(5) Consideration N/A		
Dollars \$		
(6) Description Part Lot 11, Concession 9, Town of Pelham, Regional Municipality of Niagara Registry Division of Niagara South, (No 59) designated as Part 2 on Reference Plan 59R-8440		
(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 attached Agreement

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	<i>[Signature]</i>	1993 05 26
by their solicitor T.A. Richardson		

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

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
FITZMAURICE, Leo		1993 05
FITMAURICE, Florence		1993 05
567 Canboro Road, R.R. #5, Fenwick, Ontario L0S 1C0		

(13) Address for Service

(14) Municipal Address of Property Not assigned	(15) Document Prepared by: T.A. Richardson 36387 SULLIVAN, MAHONEY Barristers & Solicitors 40 Queen Street P.O. Box 1360 St. Catharines, Ontario L2R 6Z2	FOR OFFICE USE ONLY	Fees and Tax
			Registration Fee
			Total

THIS AGREEMENT made in triplicate this 26 day of MAY , 1993 A.D.

BETWEEN:

LEO FITZMAURICE & FLORENCE FITZMAURICE

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 B341/92 and have obtained such consent 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 the lot which has been created by the consent 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 \$2,000.00 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 \$1,547.00 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 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.

(6) DRIVEWAY ENTRANCE:

The Owner shall ensure that the excavation, stoning and paving of the 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.

(7) WATER SERVICES:

The Owner at his own expense shall construct water connections (laterals) to the lot from the street main to the street line. Such laterals shall be constructed to Town Standards and be approved by the Town.

(8) 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 a building permit.

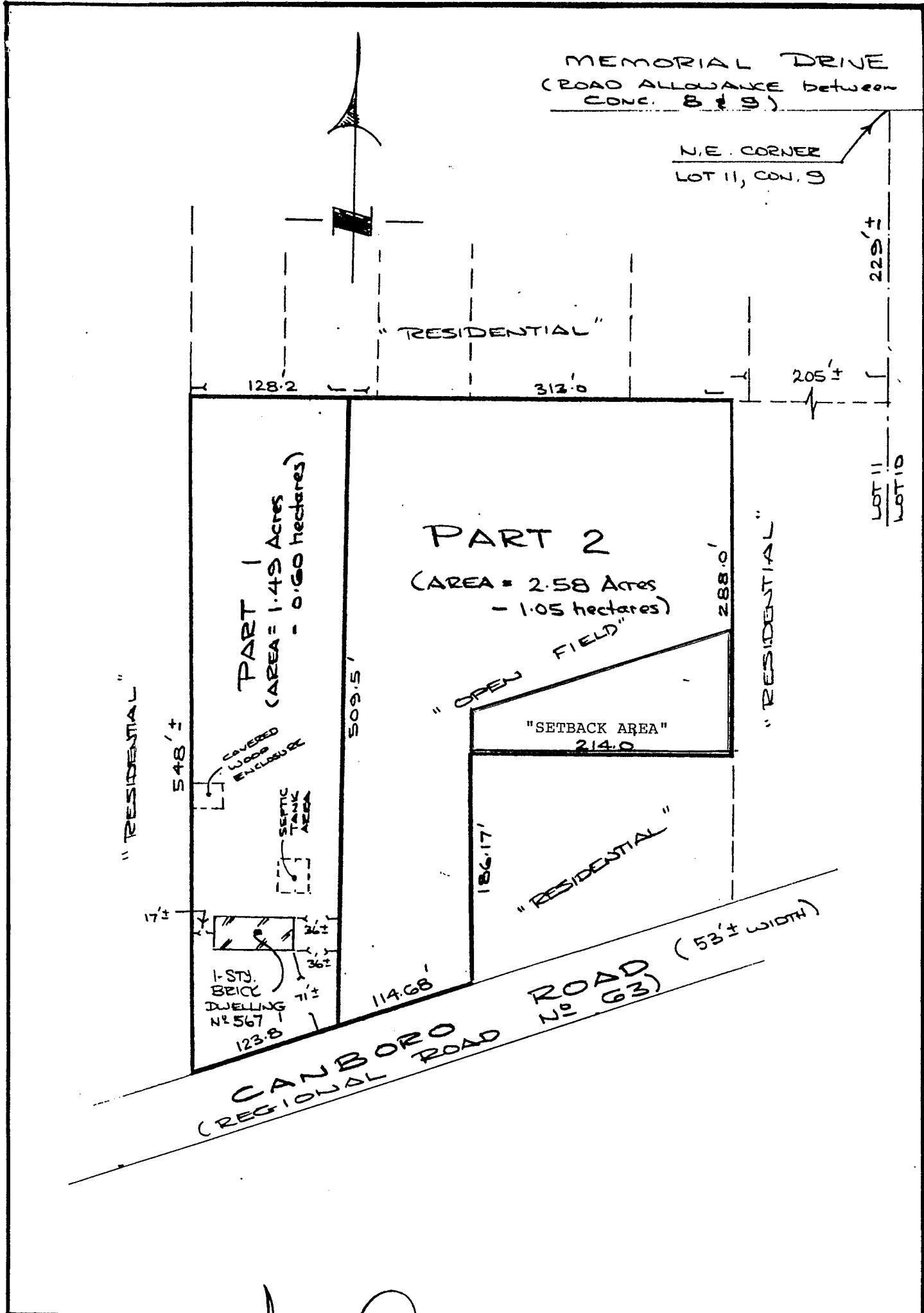
(9) WATER FRONTAGE CHARGES:

The Owners shall pay to the Town the sum of \$726.24 as payment for previously exempt now assessable water frontage charges along the entire frontage of the lands shown on Schedule "B" attached hereto representing a total footage of 89 feet at the rate of \$8.16 per foot.

(10) BUILDING SETBACK:

The owners covenant and agree that no residential dwelling shall be constructed within the setback area outlined in red on Schedule "B" attached hereto.

Handwritten signatures and initials:
M. J. Webb
L. J. Webb
M. J. Webb



DATE: JUNE 30, 1992

Andrew Cameron
ANDREW CAMERON
ONTARIO LAND SURVEYOR

PLAN FOR LAND DIVISION
PURPOSES ONLY

PART LOT 11,
CONCESSION 9

TOWNSHIP OF PELHAM
NOW IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NAGARA

MATTHEWS, CAMERON, CAHILL & HEYWOOD LTD.

ONTARIO LAND SURVEYORS PROFESSIONAL ENGINEERS

R.I. MATTHEWS, O.L.S.
ANDREW CAMERON, O.L.S., P. ENG.
4366 QUEEN STREET, NIAGARA FALLS
ONTARIO L2E 2L1
PHONE: (416) 358-3683

T. B. CAHILL, O.L.S.
27 WILLIAM STREET
ST. CATHARINES, ONTARIO L2R 8H9
PHONE: (416) 683-0364

DRAWN

AC

CHECKED

AC

SCALE

1" = 100'

YEAR

1992

LLN

31125

FILE

ATTACHED