

684722

CERTIFICATE OF REGISTRATION  
CERTIFICAT D'ENREGISTREMENT  
NIAGARA SOUTH/SUD(S9)WELLAND

'95 02 10 15 07

*offering*  
LAND REGISTRAR/REGISTRATEUR

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 10 pages

(3) Property Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Nature of Document

Development Agreement

(5) Consideration

Dollars \$

(6) Description

Part of Township Lot 168, Town of Pelham,  
former Township of Thorold, Regional Municipality of Niagara, designated as Parts 1, 2, 5, 6 and 9 on Plan 59R-8274.

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☒

(8) This Document provides as follows:

See Development Agreement Attached.

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

HENLEY HEIGHTS CONSTRUCTION LIMITED

SINKE, John in trust

(Owner)

(11) Address  
for Service

295 Scott Street, St. Catharines, Ontario, L2N 1J4

(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  
(Applicant)

by its solicitors Brooks, Bielby & Smith PER:

*Bruce Smith*  
BRUCE SMITH

1995 02 09

(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:

R. Bruce Smith  
BROOKS, BIELBY & SMITH  
Barristers and Solicitors  
247 East Main Street  
P. O. Box 67  
Welland, Ontario  
L3B 5N9

Fees and Tax

Registration Fee

Total

THIS INDENTURE made in triplicate this 30th day of JANUARY, 1995 A.D.

BETWEEN:

HENLEY HEIGHTS CONSTRUCTION LIMITED  
and JOHN SINKE IN TRUST,  
Hereinafter collectively called  
the "Owners",  
OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF PELHAM,  
Hereinafter called the "Town",  
OF THE SECOND PART.

WHEREAS the Owners purport to be the Owners of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Owners purchased the lands from the Regional Municipality of Niagara;

AND WHEREAS the Owners entered into an agreement of purchase and sale with the Regional Municipality of Niagara conditional on the Owners entering into a development agreement with the Town;

AND WHEREAS the Town requires the Owners, before final approval of the proposed development, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such a development or that part of such development for which approval is sought and to agree to the other provisions herein contained;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said 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. 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.

(e) "PROFESSIONAL ENGINEER" shall mean a Professional Engineer registered with the Association of Professional Engineers.

2. REGISTRATION:

(a) The Owners covenant and agree to register this agreement against every lot and parcel of land within the development.

(b) The Owners covenant for themselves, their 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.

3. DEVELOPMENT CHARGES:

At the time of issuance of a building permit the Owners shall pay to the Town a development charge in effect at the time of issuance of a building permit in accordance with By-law No. 1443(1991). The development charge is subject to change in accordance with By-Law No. 1443(1991).

4. PELHAM HYDRO DEVELOPMENT CHARGES:

At the time of issuance of a building permit the Owners shall pay to the Town a Pelham Hydro development charge in effect at the time of issuance of a building permit in accordance with By-law No. 1443(1991). The development charge is subject to change in accordance with By-Law No. 1443(1991).

5. 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.

6. 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. 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 thereby required.

7. ENGINEERING:

(a) (i) For the purpose hereof the term "works" means any and all works required to be carried out within the road allowance of Emmett Street and College Street.

(ii) At the time of the execution of this agreement the Owners 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 Owners and accepted by the Town, such estimated value being the sum of \$15,000.00. Such works shall include all service laterals and driveway entrances.

(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 Owners 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 Owners, without interest, when all the terms and provisions of this agreement 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.

(f) If, in the opinion of the Town Engineer, the Owners fail to carry out the provisions of this agreement according to reasonable engineering practices, then the Town, its agents or servants may notify the Owners or their agent in writing of the nature of the failure.

(g) 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 Owners shall be notified forthwith thereafter.

(h) The cost of such work shall be calculated by the Town Engineer or authorized agent whose decision shall be final. The cost of such work shall be at the expense of the Owners and may be recovered from the deposits paid to the Town pursuant to this agreement.

(i) The Owners 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 Owners, their 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.

8. ADMINISTRATIVE AND CONSULTING COSTS:

(a) The Owners shall pay the Town's costs in connection with this agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, site supervision and consulting expenses.

(b) The Owners shall pay to the Town the sum of \$2,200.00 to cover the expense of site supervision of the works by the Town Engineer. Such payment, less any amounts expended, shall be returned to the Owners without interest when all the terms and provisions of this agreement have been fulfilled to the reasonable satisfaction of the Town.

(c) Further, the Owners shall pay to the Town the sum of \$1,356.45 to cover the expense of the engineering review of the construction drawings by the Town Engineer.

9. SITE SUPERVISION BY TOWN ENGINEER:

All works undertaken by the Owners pursuant to this agreement shall be supervised by the Town Engineer and/or Town Employees from time to time and so often as he shall deem necessary. The Owners agree to pay to the Town the cost of the site supervision as and when invoiced.

10. DRIVEWAY ENTRANCES:

The Owners 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 themselves or by the builder to the satisfaction of the Town Engineer.

11. SANITARY SEWERS:

(a) The Owners shall at their 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 Owners at their 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. 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; 4.5m in height with a calliper 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.

14. 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 inter alia the intended direction 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. The said drainage plan shall be attached to this agreement as Schedule "B". All elevations shown on Schedule "B" shall be maintained after construction of any building or structure upon said lands affected, and this provision shall be included in the building restrictions hereinbefore referred to.

All obligations and covenants of the Owners pursuant to this agreement shall be both joint and several;

IN WITNESS WHEREOF the Parties hereto have executed this agreement by affixing their respective corporate Seals duly attested by the property officers in that behalf.

SIGNED, SEALED & DELIVERED

( THE CORPORATION OF THE TOWN  
( OF PELHAM

( MAYOR

( R. Beamer  
RALPH BEAMER

( CLERK

( Murray Hackett  
MURRAY HACKETT

We have authority to bind the corporation

( HENLEY HEIGHTS CONSTRUCTION  
( LIMITED

( John Sinke  
JOHN SINKE - President

( JOHN SINKE IN TRUST

( John Sinke

WITNESS as to the signature  
of John Sinke

[Signature]



S C H E D U L E

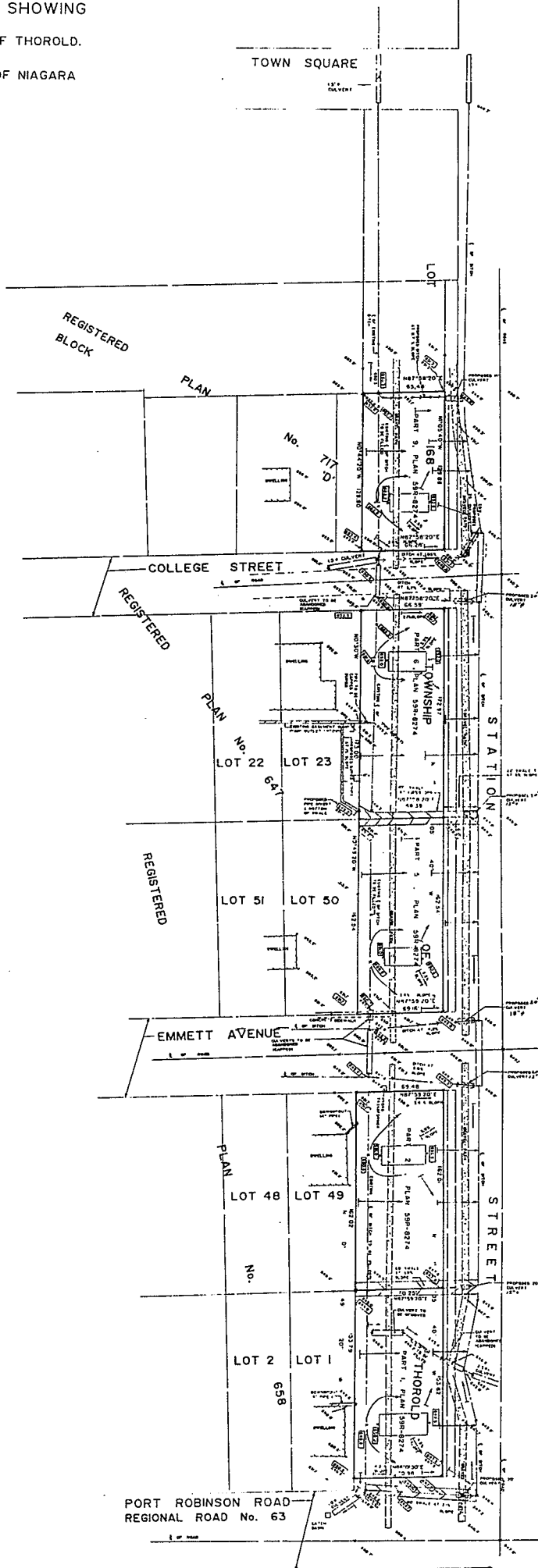
" A "

LEGAL DESCRIPTION

Part of Lot 168, Geographic Township of Thorold, now Town of Pelham, in the Regional Municipality of Niagara, being Parts 1 and 5, on Reference Plan 59R-8274; and

Part of Lot 168, Geographic Township of Thorold, now Town of Pelham, in the Regional Municipality of Niagara, being Parts 2, 6 and 9, on Reference Plan 59R-8274 deposited in the Land Registry Office of Niagara South.

LOT GRADING PLAN SHOWING  
PART OF LOT 168  
GEOGRAPHIC TOWNSHIP OF THOROLD.  
COUNTY OF WELLS, NOW IN THE  
TOWN OF PELHAM  
REGIONAL MUNICIPALITY OF NIAGARA  
SCALE 1 INCH = 40 FEET



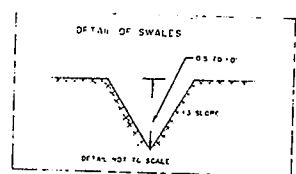
APPROVED BY  
THE TOWN OF PELHAM  
*[Signature]*  
PROCTOR & REDFERN LIMITED  
on behalf of The Town of Pelham  
DATE 1999/10/19

BENCHMARK  
NORTH BENCH FOR PLANE OF HORIZONTAL ST. HOUSE NO. 10  
40 METER ROAD, ELEVATION = 702.25m 1612.41

- LEGEND
- EXISTING GROUND ELEVATION - LEVELS TAKEN MAY 1994
  - PROPOSED ELEVATION
  - PROPOSED GRADING
  - SET BACK MEASUREMENT
  - CULVERT, ELEVATION ON THE END BEING THE INVERT ELEVATION
  - BUILDING - CONSTRUCTION
  - BUILDING PERMIT NO.
  - STREET - STATION STREET
  - PLASTIC STAMP PLANT DRAIN PIPE OR PRIVATE DRAIN PIPE
  - APPROX ELEVATION AROUND PROPOSED DWELLING
  - PROPOSED DETON AND DRAINAGE DIRECTION
  - PROPOSED SWALE AND DRAINAGE DIRECTION

NOTE  
GRAVEL PATH ON BUILDING LOTS TO BE REMOVED  
AND LANDSCAPED

NOTE  
ALL PROPOSED CULVERTS ARE 12" DIAMETER, 16 GUAGE PIPE  
UNLESS OTHERWISE NOTED



NOTES

- DRIVEWAY LOCATIONS TO BE DETERMINED AT TIME
- PERMITS ARE USED
- PARTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

PORT ROBINSON ROAD  
REGIONAL ROAD No. 63

LOT GRADING PLAN  
WILLIAM A. MASCOE  
SURVEYING LTD.  
94 CHURCH STREET  
ST. CATHARINES, ONTARIO  
SCALE 1 INCH = 40 FEET  
PROJECT E094152 - 112 - 1

This is not a plan of  
Survey

