Province of Ontario

Transfer/Deed of Land

Form 1 — Land Registration Reform Act

SoftDocs® 3.11 / Distributed by Do Process Software Ltd.

80597-01

1700

A

FOR OFFICE USE ONLY

114433

CERTIFICATE OF RECEIPT
RECEPTISSE
NIAGRA SOUTH/SUD(59)WELLAND
97 01 17 14 12

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Consideration

Transfer of Land to a Municipality and ONE---------- Dollars $ 1.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

The whole of Blocks 52, 54 and 56 Parcel Plan-1, Section 59M-235

Town of Pelham
Regional Municipality of Niagara
Niagara South (No. 59)

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee

Name(s)	Signature(s)	Date of Signature Y	M	D
SOUTH PELHAM DEVELOPMENTS LIMITED	Per: John Boldt - President	1997	01	6
	Per: David Schulz - Secretary	1997	01	6

We have authority to bind the Corporation

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y	M	D

(10) Transferor(s) Address for Service c/o Landcorp Ontario Limited, 235 Martindale Road, St. Catharines, Ontario L2R 6P9

(11) Transferee(s)

	Date of Birth Y	M	D
THE CORPORATION OF THE TOWN OF PELHAM			

(12) Transferee(s) Address for Service Town of Pelham, 20 Pelham Town Square, Fonthill, Ontario L0S 1E0

Planning Act — OPTIONAL

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature ..... Date of Signature Y M D

Signature ..... Date of Signature Y M D

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature ..... Date of Signature Y M D

Affix Statement by Solicitor for Transferee(s) here if necessary

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature ..... Date of Signature Y M D

(15) Assessment Roll Number of Property

Cty.	Mun.	Map	Sub.	Par.	
					NOT ASSIGNED

(16) Municipal Address of Property

Multiple

(17) Document Prepared by:

G. G. Parker
Chown, Cairns
80 King St.
9th Floor Corbloc
P.O. Box 760, St. Catharines
Ontario L2R 6Y8

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

Province of Ontario

Transfer/Deed of Land

Form 1 — Land Registration Reform Act

SoftDocs® 3.11 / Distributed by Do Process Software Ltd.

80597-01

A

FOR OFFICE USE ONLY

New Property Identifier(s) 1 114434

CERTIFICATE OF RECEIPT RECEPTISSE NIAGRA SOUTH/SUD(59)WELLAND '97 01 17 14 12

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Consideration

Transfer of Easement to a Municipality and ONE---------- Dollars $ 1.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

Those Parts of Lots 18 and 17, Block 57, Lots 15, 7, 6, 39, 38, 31, 30, 26, 47, 24 and 25 inclusive Parcel Plan-1, Section 59M-235 Designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 respectively on Plan 59R-9767

Town of Pelham
Regional Municipality of Niagara
Niagara South (No. 59)

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for: Description ☐ Additional Parties ☒ Other ☒

(7) Interest/Estate Transferred

Easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee

Name(s)	Signature(s)	Date of Signature Y	M	D
SOUTH PELHAM DEVELOPMENTS LIMITED	Per: John Boldt - President	1997	01	06
	Per David Schulz - Secretary	1997	01	06

We have authority to bind the Corporation

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y	M	D

(10) Transferor(s) Address for Service c/o Landcorp Ontario Limited, 235 Martindale Road, St. Catharines, Ontario L2R 6P9

(11) Transferee(s)

	Date of Birth Y	M	D
THE CORPORATION OF THE TOWN OF PELHAM			

(12) Transferee(s) Address for Service Town of Pelham, 20 Pelham Town Square, Fonthill, Ontario L0S 1E0

Planning Act — OPTIONAL

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature..... Date of Signature Y M D

Signature..... Date of Signature Y M D

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature..... Date of Signature Y M D

Affix Statement by Solicitor for Transferee(s) here if necessary

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature..... Date of Signature Y M D

(15) Assessment Roll Number of Property

Cty.	Mun.	Map	Sub.	Par.	
					NOT ASSIGNED

(16) Municipal Address of Property

Multiple

(17) Document Prepared by:

G. G. Parker
Chown, Cairns
80 King St.
9th Floor Corbloc
P.O. Box 760, St. Catharines
Ontario L2R 6Y8

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

1. The Transferor grants to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's lands, the free, uninterrupted and unobstructed right and easement in perpetuity to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a storm sewer and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto, in, on, under and through the lands described in Box (5) of the Transfer/Deed of Land to which this Schedule is attached (herein called ("the easement lands") for the servants, agents, contractors and workmen of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyment of the easement hereby granted.

2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris, and as far as practicable restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto.

3. The Transferor shall have the right to use and enjoy the surface of the lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the land clear of all buildings structures, fences, brush, trees and other obstructions as may be necessary for the use of the easement and the Transferor shall not excavate, alter the grading, drill or install thereon any pit, well, foundation or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder. The Transferee shall have the right to remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the lands and remove any obstruction therefrom.

4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments. apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the lands.

5. The easement herein is declared to be appurtenant to and for the benefit of the lands of the Transferee being Tanner Drive and Saddler Street.

6. The Transferor hereby agrees that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not effect or impair the validity of all other provisions.

7. The Transferee further covenants that it will at all times hereafter save harmless and keep indemnified the Transferor from all claims, costs, and damages which may be incurred by reason of any entry made upon or works performed on the lands subject to the terms of this Agreement.

8. This Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

DYE & DURHAM CO. INC.—Form No. 985
Amended NOV. 1992

D

FOR OFFICE USE ONLY

LT 114538

CERTIFICATE OF RECEIPT
RECEIVED
NIAGARA SOUTH/SUD(ED)WELLAND

'97 01 24 10 18

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Nature of Document
Application by a Municipality for an Inhibiting Order (Section 23 of the Land Titles Act)

(5) Consideration

Dollars $

(6) Description
Part of Parcel Plan-1, Section 59M-235
Lots 1-50 inclusive and Blocks 53,55,57 and 58,
Plan 59M-235, Town of Pelham
Regional Municipality of Niagara.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

In the matter of a plan of subdivision of the above described land, prepared by William A. Mascoe Surveying Ltd., an Ontario Land Surveyor, dated December 17, 1996.

In support of the registration of the above-mentioned plan of subdivision an Inhibiting Order is attached hereto.

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 Town/Applicant by its Solicitors BROOKS, BIELBY & SMITH	BROOKS, BIELBY & SMITH PER: (R. Bruce Smith)	1997	01	24

(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

(13) Address for Service

(14) Municipal Address of Property
Not Assessed

(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

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Province of Ontario

Schedule

Form 5 — Land Registration Reform Act, 1984

S

Additional Property Identifier(s) and/or Other Information

THE LAND TITLES ACT

TO: The Land Registrar for the Land Titles Division of Niagara South No. 59

The Corporation of the Town of Pelham hereby applies to the Land Registrar seeking an order inhibiting any dealing with that ~~the whole or any~~ part of Parcel Plan-1, Section 59M-235 being ~~and~~ Lots 1-50 inclusive and Blocks 53, 55, 57 and 58, Plan 59M-235 until the following instruments in favour of The Corporation of the Town of Pelham are registered.

Lots and Blocks Affected	Instrument
Lots 1-50 inclusive and Blocks 53, 55, 57 and 58 Plan 59M-235	1) Subdivision Agreement and 2) Postponement of Charge No. LT-108529 in favour of Subdivision Agreement and Easement (registered as Instrument No. LT-114434)

Dated at Fonthill this 23 day of January, 1997.

THE CORPORATION OF THE TOWN OF PELHAM

PER: _____
Ralph Beamer - Mayor

PER: _____
Murray Hackett - Clerk

FOR OFFICE USE ONLY

2858-3-85

Province of Ontario

Schedule

Form 5 — Land Registration Reform Act, 1984

S

Additional Property Identifier(s) and/or Other Information

THE LAND TITLES ACT

Under and By Virtue of the Provisions of

Section 23 of The Land Titles Act,

R.S.O. 1990, c. L.5

I HEREBY ORDER that no dealing with ~~the whole or any~~ that part of Parcel Plan-1, Section 59M-235 ~~and~~ being Lots 1-50 inclusive and Blocks 53, 55, 57 and 58, Plan 59M-235 may be accepted for registration until the following instruments in favour of The Corporation of the Town of Pelham are registered.

Lots and Blocks Affected	Instrument
Lots 1-50 inclusive and Blocks 53, 55, 57 and 58 Plan 59M-235	1) Subdivision Agreement and 2) Postponement of Charge No. LT-108529 in favour of Subdivision Agreement and Easement (registered as Instrument No. LT-114434)

AND I FURTHER ORDER that an entry to this effect be entered in the Register.

DATED at Welland this 31 day of January, 1997.

R G Lawrence

Deputy Land Registrar

FOR OFFICE USE ONLY

2858-3-85

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

DYE & DURHAM CO. INC.—Form No. 985
Amended NOV. 1992

D

Bylaw #1700

FOR OFFICE USE ONLY

LT 114579

CERTIFICATE OF RECEIPT
RECEIVED
NIAGARA SOUTH/SUD(30)WELLAND

'97 01 27 10 43

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 38 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Nature of Document

Notice of Subdivision Agreement

(5) Consideration

Dollars $

(6) Description

Part of Parcel Plan-1, Section 59M-235
Lots 1-50 inclusive and Blocks 53,55, 57 and 58
Plan 59M-235, Town of Pelham
Regional Municipality of Niagara.
and Parcel Streets-1, Section 59M-235 being
Saddler Street, Tanner Drive, Mason Drive
and Homestead Boulevard

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the land registered in the name of South Pelham Developments Limited, and hereby applies under Section 71 of the Land Titles Act for the entry of a Subdivision 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
SOUTH PELHAM DEVELOPMENTS LIMITED				
(Owner)				

(11) Address for Service c/o Landcorp Ontario Limited, 235 Martindale Road, St. Catharines, Ontario, L2R 6P9

(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	BROOKS, BIELBY & SMITH			
(Town/Applicant)	PER:	1997	01	27
by its Solicitors	(R. Bruce Smith)			
BROOKS, BIELBY & SMITH				

(13) Address for Service P. O. Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property
Not Assessed

(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

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

FONTHILL HOMESTEADS

SUBDIVISION AGREEMENT

TABLE OF CONTENTS

THIS INDENTURE made in triplicate this 24th day of January, 1997 A.D.

BETWEEN:

SOUTH PELHAM DEVELOPMENTS 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.

WHEREAS the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto and have applied, or propose to apply to the Minister of Municipal Affairs for approval of a plan of subdivision thereof, hereinafter called "The Plan" for the purpose of registering the same in the Land Registry Office (No. 59), Land Titles Division of Niagara South;

AND WHEREAS the Town requires the Owner, before registration of the proposed plan of subdivision, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such subdivision or that part of such subdivision 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 proposed plan of subdivision, and in consideration of the sum of One Dollar ($1.00) of lawful money of Canada now paid by the Owner 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) "DIRECTOR OF OPERATIONS" shall mean the Director of Operations of the Corporation of the Town of Pelham.

(d) "TOWN CONSULTING ENGINEER" shall mean the Consulting Engineer of the Corporation of the Town of Pelham as appointed by Council.

(e) "TREASURER" shall mean the Director of Financial Services of the Corporation of the Town of Pelham.

(f) "CHIEF BUILDING OFFICIAL" shall mean the Director of Building and Enforcement Services of the Corporation of the Town of Pelham.

(g) "MINISTER" shall mean the Minister of Municipal Affairs.

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

(i) "OWNER" shall mean South Pelham Developments Limited and its successors and any person or persons hereafter acquiring title or interest in all or any part of the lands described in Schedule "A".

2. REGISTRATION:

The Owner covenants and agrees:

(a) to register this agreement against the lands described in Schedule "A".

(b) to register "The Plan" in the Land Registry Office (No. 59), Land Titles Division of Niagara South, within one (1) month after approval of "The Plan" is granted by the Minister.

3. TRANSFER TO TOWN FOR MUNICIPAL PURPOSES:

The Owner will:

(a) pay to the Town the sum of $40,000.00 as payment of cash-in-lieu of conveyance of land to the Town pursuant to Section 51(8) of the Planning Act.

(b) by certificate on the plan, dedicate to the Town the road allowances; and,

(c) grant by way of easement to the Town those areas as shown on the Plan, and as described in Schedule "B"; and,

(d) dedicate to the Town as one foot reserve Blocks 52, 54 and 56.

4. ENGINEERING SERVICES & INSPECTION:

(a) The works herein shall be undertaken by a Professional Engineer. The Owner shall engage, at the Owner's expense, the services of Professional Engineers to perform the following engineering services, subject to the approval thereof by the Town:

(i) preliminary investigation;
(ii) preparation of construction drawings and design criteria for all municipal services;
(iii) detailed estimates of construction costs;
(iv) contract drawings and specifications;
(v) application to all necessary approving agencies requiring engineering approvals;
(vi) calling of tenders if so requested by the Owner;
(vii) analysis of bids and recommendations to the Owner;
(viii) setting out the work;
(ix) supervision of construction; and
(x) preparation of progress certificates on the works undertaken by the Owner and supply copies of each progress certificate to the Director of Operations.

(b) The Owner shall file with the Director of Operations prior to registration of this agreement, written confirmation indicating the Professional Engineer who will be providing the following services:

(i) that they have been engaged by the Owner to supervise the work per clause 4(a);

(ii) that they will provide the Director of Operations, prior to the acceptance of the works by the Director of Operations, on behalf of the Town, with a complete set of mylars or approved reproducible copies and CADD files of the works as recorded pursuant to this agreement, as well as detailed engineering data. The reproducible drawings or detailed engineering design shall be in the following form:

(1) drawings shall be metric on plan-profile mylar, A1 metric size, sheets and ink lettering;

(2) title blocks to be placed in lower right-hand corner or right side and shall indicate nature of work, location, limits and scales;

(3) a complete copy of as-recorded design details of storm and sanitary sewer drainage areas, sizes and layouts which shall be based on design formula provided by the Director of Operations;

(4) plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made;

(5) horizontal ties shall be made to property lines;

(6) levels shall be to datums and all field surveys shall be tied into Geodetic Bench Marks and shall be indicated on the drawings.

(iii) that they will provide a certificate at the completion of the construction indicating that the works have been installed according to the approved design drawings and contracts.

5. FIELD REPRESENTATION BY TOWN CONSULTING ENGINEER & ENGINEERING FEES:

(a) The Town Consulting Engineer will have a Field Representative from time to time and as it shall be deemed necessary to review works undertaken by the Owner pursuant to this agreement. The Owner agrees to pay to the Town the cost of the field representation, as and when billed for all wages in accordance with the Professional Engineers of Ontario guidelines for the duration of the construction.

(b) The Owner shall deposit, with the Town, cash in an amount equal to the estimated fees and disbursements billed to the Town by its Consulting Engineer for services performed by its Consulting Engineer in connection with the subdivision including the costs of administration, engineering and field representation. All such fees shall be as set out in the Schedule of Fees for Consulting Engineers Services recommended by the Professional Engineers of Ontario.

(c) The Town Consulting Engineer, as part of their duties, shall pick up all measurements of pipe and material installed as well as the location of manholes, catchbasins and laterals.

(d) The Owner shall deposit, with the Town, cash in the amount of $15,000.00. The Owner shall be invoiced monthly, or at the Town's discretion, for the costs associated with field representation by the Town Consulting Engineer. Payment for such invoices shall be paid within 30 days of the date of mailing. Failure to pay such invoice(s) may result in the termination of field representation by the Town Consulting Engineer. Upon acceptance of the subdivision by the Town, the Treasurer shall, from out of the monies on deposit, pay firstly any engineering fees and maintenance costs still owing and shall return the balance, if any, without interest to the Owner.

(e) Any work performed by the Town Consulting Engineer pursuant to the provisions of this agreement shall not be deemed to be an assumption by the Town Consulting Engineer of any liability of any nature or kind in connection with such work or a release of the Owner by the Town of the obligations of this agreement.

6. REGIONAL INSPECTION:

The Regional Municipality of Niagara shall have the right, at any time, to inspect any of the works in progress, at no cost to the Owner.

7. CONSTRUCTION OF SERVICES:

The Owner agrees to construct and pay the whole cost of such construction and materials required for all of the works referred to in Schedules "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", and "N" attached, and in accordance with the conditions and specifications contained in such Schedules.

8. CONTRACTORS:

(a) Before commencement of any works, the Owner shall show satisfactory proof to the Director of Operations, that the proposed contractors or sub-contractors, whom the Owner has retained to construct works described in this agreement or submit any part of the works, have sufficient and valid Liability Insurance Policies, indicating that the Town of Pelham and the Town Consulting Engineer are named insured; a Certificate from the Workers' Compensation Board showing that the contractor is in good standing; and satisfactory evidence that the contractor is qualified, experienced and has equipment to successfully complete the works. Any contractor employed by the Owner shall, as a condition of such employment, be approved by the Director of Operations.

(b) The Owner shall provide to the Town a copy of their contractor's Performance and Labour Material bonds guaranteeing all of the construction required by this agreement. The Owner shall also provide a copy of the contractor's liability insurance of not less than $2,000,000.00 per occurrence indemnifying the Contractor, Owner, Town and Town Consulting Engineer. The bonds and insurance shall be in force for a period of twelve months after acceptance by the Owner's Professional Engineer of all such construction. Each bond shall be in the amount of 100 percent (100%) of construction value of all of the municipal services.

9. MATERIALS:

All the works required hereunder shall be done and performed to the satisfaction of the Director of Operations, and all materials required for the said works shall be supplied to the specifications and directions of the Director of Operations.

10. STRIPPING TOPSOIL AND TREE REMOVAL:

(a) The Owner shall not remove any topsoil from the lands described in Schedule "A" attached hereto without first obtaining written approval from the Director of Operations.

(b) The Owner shall remove from all road allowances, any trees, brush, growth, or surplus, or other material as may be designated by the Town and further shall remove from all the lands any unkempt, diseased or infested trees, vines or bushes to an approved disposal site. If such removal is not carried out within fourteen (14) days of written notice delivered to the Owner by the Town, the Town may cause the unkempt, diseased or infested trees, vines or bushes to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

11. ROUGH GRADING ROADS:

The Owner agrees to rough grade all roads connected with the development of the land to the Director of Operations' specifications prior to the installation or construction of water and sewer systems and other under ground systems as may be required by this agreement. The Owner further agrees to keep boulevards and easements clear and free of all material and obstructions which might interfere with the construction of all municipal services.

12. ROUGH GRADING LOTS:

The Owner agrees not to remove topsoil or vegetation from the lots prior to making applications for building permits unless approval is otherwise granted by the Town.

13. WATERMAINS:

The Owner shall be responsible for the design and construction of watermains including proper looping to service the development for domestic and fire flows in accordance with Schedule "E".

14. SANITARY SEWER:

(a) The Owner shall design and construct a sanitary sewer system to serve the development in accordance with Schedule "C" to this agreement and the approved engineering drawings.

(b) The Owner shall provide, to the Town, a Television Inspection Report prior to the availability of building permits.

15. STORM SEWER:

The Owner shall be responsible for determining and providing a storm sewer system with appropriate drains and outlets adequate for the drainage area and for the future servicing of such area as shown on the engineering drawings. The Owner shall remain responsible for the impact on the surrounding drainage area occasioned by the operation of the storm sewers and on the natural watercourses as set out in clause 17 of this agreement, to the date of final acceptance of the subdivision by the Town.

16. LOT GRADING PLAN:

(a) The Owner shall be responsible for providing, at the Owner's expense, a lot grading plan for all lands described in Schedule "A" attached to meet with the approval of the Director of Operations. The lot grading plan shall show the intended direction of flow of storm water to, within and from each lot, key elevations (lot corners, aprons, garage, centre line of road, catchbasins and swales) and swale/ditch/road grades. 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 lot grading plan shall be attached to this agreement as Schedule "I". All elevations shown on Schedule "I" 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. Minor changes to the lot grading plan may be permitted subject to the approval of the Director of Operations.

(b) The Owner agrees that prior to the issuance by the Town of a building permit for any lot it shall have prepared, by an Ontario Land Surveyor or by a Professional Engineer, a detailed individual lot grading plan which shall be in conformity with the approved subdivision lot grading plan and submitted to and approved by the Owner's Consulting Engineer and subsequently forwarded to the Town as an attachment to the building permit application.

Further, the Owner's Consulting Engineer shall prepare, prior to final acceptance, a Lot Grading Conformance Certificate for each lot within the plan of subdivision certifying that the grading has been completed in accordance with the approved detailed individual lot grading plan.

17. NATURAL DRAINS:

The Owner 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 drainage works shall be subject to the approval of the Director of Operations. In the event changes are made, after having been approved by the Director of Operations, the Owner nevertheless shall be solely responsible for any damage caused thereto, and shall indemnify and save harmless the Town therefrom.

18. REPLACING UTILITIES, ETC.:

The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any water, sewer, hydro-electric, gas or telephone, pipes, conduits, wires or pole lines, or any other public utility works as required or approved by the Director of Operations, and shall be solely responsible for any damage caused to the said pipes, conduits, wires, pole lines, hydrants or other works.

19. HYDRO, TELEPHONE, CABLE TV, GAS SERVICE:

The Owner shall be responsible for providing, at the Owner's expense, a hydro, telephone, cable TV and gas service to each building lot and block in accordance with Schedules "K", "L", and "M".

20. STREET AND TRAFFIC SIGNS:

The Town shall supply and erect street and traffic signs within the development at the Owner's expense. The signs shall conform to the present Town standard. The Owner's cost per installation is $250.00 excluding applicable taxes and the Owner will be invoiced accordingly prior to acceptance of the subdivision.

21. LIABILITY INSURANCE:

Before commencing any of the work provided for herein, the Owner shall supply the Town with a Liability Insurance Policy (with no exclusions) in a form satisfactory to the Town, and in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, indemnifying the Town until the issue of the certificate referred to in clause 26, from any loss arising from claims for damage, injury or otherwise in connection with the work done by the Owner, the Owner's employees, servants or agents, or any independent contractor to serve the lands described in Schedule "A' attached hereto. The Owner shall submit to the Town evidence from the Insurer that the premium for the said Policy has been paid for a period of one (1) year and so on from year to year until the subdivision is accepted by the Town.

22. INDEMNIFICATION:

The Owner agrees and undertakes to save harmless and keep indemnified the Town, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise, arising before the issue of the certificate referred to in clause 26 hereof, in connection with the work required to be done herein by the Owner, his contractors, servants or agents during the period of construction and during the guarantee period provided in clause 26 of this agreement.

23. RE-STAKING LOTS ON THE PLAN:

Upon completion of all works required under this agreement and prior to the issuance of the final certificate, the Owner shall be responsible for re-staking all Standard Iron Bars (SIB) in the subdivision. It is further understood and agreed that no lot may be severed for sale or conveyance until such sale or conveyance has been approved, pursuant to the provisions of the Planning Act.

(B) ACCEPTANCE OF UNDERGROUND SERVICES:

(a) The Town agrees to accept the underground services (storm and sanitary sewers and watermains) two (2) years after the completion of the primary services as described in clause 25(A) (a) upon receiving a written request from the Owner.

(b) Upon receipt of the list of deficiencies as issued by the Director of Operations, the Owner shall forthwith proceed to rectify such deficiencies and upon the Director of Operations being satisfied that such deficiencies have been rectified, the Director of Operations shall recommend to Town Council that the underground services be accepted by the Town and the Town shall then pass the appropriate by-law assuming ownership and responsibility for the underground services.

(c) Notwithstanding the acceptance of the underground services, the Owner agrees to clean and flush the sewers and watermains before the expiration of the one (1) year maintenance period as described in Clause 25 (C) (c).

(C) ACCEPTANCE OF ALL SUBDIVISION SERVICES:

(a) The Town of Pelham agrees to pass the necessary by-law to authorize acceptance of all of the subdivision services immediately following:

(i) Completion of the one (1) year maintenance period following installation of primary and secondary services; and,

(ii) Completion of construction of eighty (80%) percent of the dwelling units in the subdivision.

(b) Upon completion of the primary and secondary services and completion of construction of eighty (80%) percent of the dwelling units, the Owner shall have the right to request that upon receipt of such written request, the Director of Operations shall carry out inspections of the primary and secondary services as the Director of Operations deems appropriate. Upon completion of such inspections, the Director of Operations shall issue a certificate indicating any deficiencies discovered during such inspections and the Owner shall rectify all such deficiencies. Upon rectification of all deficiencies the Director of Operations shall recommend to Town Council that the subdivision services be placed on the one (1) year maintenance period.

(c) The Owner shall have the right following completion of the one (1) year maintenance period to request acceptance of all the subdivision services by written request addressed to the Director of Operations. Upon receipt of such written request, the Director of Operations shall carry out an inspection of the primary and secondary services and if any deficiencies are discovered as a result of such inspection, the Director of Operations shall issue a list of deficiencies to the Owner. Upon the Owner rectifying such deficiencies to the satisfaction of the Director of Operations, the Director of Operations shall prepare a report to the Town Council recommending acceptance of the subdivision services and the Town agrees to pass the appropriate by-law accepting ownership of the subdivision.

26. MAINTENANCE:

(a) The Owner guarantees for a period of one (1) year from the date of final acceptance, proper functioning of all of the primary and secondary services in a manner satisfactory to the Director of Operations, and undertake and agree with the Town to indemnify it from any and all costs, expenses, fees, disbursements or charges of any manner whatsoever whether directly or indirectly incurred by the Town and occasioned by the failure or partial failure of any or all of the services during the guarantee period.

(b) Upon compliance with the terms of this agreement, and upon completion of all the said work in accordance with the specifications and direction of and to the satisfaction of the Director of Operations, and upon payment of all financial requirements herein, the Director of Operations, under authority of resolution of Council, shall at the expiration of the Town's maintenance period above defined, and upon written application by the Owner, issue a certificate so stating to the Owner. Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

27. BUILDING PERMITS & OCCUPANCY:

(a) The Owner agrees that, unless otherwise determined by Council, no building permits shall be issued nor any excavation or building commenced on any parts of the lands described in Schedule "A" attached, until the plan is registered and all primary services are completed and operational.

(b) The Owner agrees that, unless otherwise determined by Council, no building permits shall be issued nor any excavation or building commenced on Blocks 53, 55, 57 and 58 until same lands are merged in title with adjacent lands and are appropriately zoned and serviced to the satisfaction of Council.

(c) The Owner further agrees that, unless otherwise determined by Council, no building permit shall be issued, nor any excavation or building commenced on Lot 14, until a by-law has been passed by Council, subject to the approval of the Ontario Municipal Board, to accommodate and restrict construction and use thereon of the said lot.

28. COVENANTS TO RUN WITH THE LAND:

The Owner and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants of this agreement shall run with the land and that the burden of such covenants shall be binding upon the Owner, the Owner's assigns and successors in title and owners from time to time of the lands described in Schedule "A" attached to this agreement and any part or parts thereof and that the benefit of the said covenants shall enure to the Town, and its successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule "A" and the said covenants shall continue in force for a period of ten (10) years from the date of this agreement, except for clause 16 (Lot Grading Plan), and the requirements of Schedule "I", which shall be in perpetuity.

29. PRELIMINARY ENGINEERING AND PLANNING COSTS:

It is agreed that if the fees for the Town's preliminary engineering and planning are less than the amount of the monies on deposit, the balance will be returned to the Owner and if the fees for preliminary engineering and planning exceed the monies on deposit, the differences will be paid by the Owner to the Town in cash as a requirement of this agreement.

30. LETTER OF CREDIT:

(a) The Owner shall provide the Town with an irrevocable Letter of Credit from a Canadian Chartered Bank, Trust Company or Credit Union for an amount equal to 50% of the estimated costs of construction of the primary and 100% of the estimated costs of the secondary services as set out in clause 25 (A) and 100% of the estimated Owner's engineering fees including all applicable taxes.

(b) The Letter of Credit shall be valid for a period of at least one year. Upon application by the Owner, the Town may reduce the amount of the Letter of Credit from time to time, provided that the security held by the Town remains at least equal to 110% of the estimated cost of the primary and secondary services still to be constructed and provided that in any event the amount of the Letter of Credit shall not be reduced to an amount which is less than the greater of the following two (2) amounts:

(i) 5% of the original value of the estimated costs of the primary and secondary services or $50,000.00 whichever is the lesser of the two; or

(ii) $10,000.00.

(c) The Letter of Credit shall be automatically renewed by the Owner from year to year as necessary. Such renewal shall be confirmed at least 14 days prior to the expiry. If such a renewal is not confirmed, the Town shall draw on the Letter of Credit. At the time of final acceptance of the subdivision services by the Town, the Letter of Credit shall be returned to the Owner.

31. CONSTRUCTION LIEN ACT SECURITY DEPOSIT:

(a) In order to secure the Town with respect to its obligations under the Construction Lien Act, the Owner shall deposit with the Treasurer, upon the execution of this agreement, a Letter of Credit in the amount of 10% of the cost of the design and construction of all primary services within the subdivision as estimated by the Director of Operations. Upon the receipt of claims for liens filed pursuant to the provisions of the Construction Lien Act with respect to the construction of primary services, the Town shall be entitled to call upon, the said Letter of Credit in order to meet the Town's obligations as Owner pursuant to the provisions of the Construction Lien Act if the Owner does not diligently discharge the Lien within thirty (30) days of the registration.

(b) The Lien Act Security Deposit may be released by the Town after completion of the primary services and upon written application to the Town, complete with all supporting documentation, indicating that the developer has met all obligations under the Construction Lien Act.

32. LOCAL IMPROVEMENT CHARGES:

Not applicable.

33. DEVELOPMENT CHARGES:

At the time of issuance of a building permit, the Owner shall pay to the Town a development charge in effect at the time of issuance of a building permit in accordance with the Development Charges by-law in effect at the time of issuance of the building permit.

34. TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property in Schedule "A" hereto annexed and 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 Registered Plan, before final approval of the Plan is requested. The Owner further agrees that when the said lands have been re-assessed, the Owner agrees to pay all current taxes as established by the re-assessment, or any additional amounts as thereby required.

35. LEGAL COSTS:

The Owner shall pay to the Town all legal costs incurred by the Town in connection with the registration, consideration and final preparation of this document and of the plan of subdivision. As security for the payment of these costs, the Owner shall provide a cash deposit of $2,000.00.

36. CASH DEPOSITS & LETTERS OF CREDIT:

(A) CASH DEPOSITS:

The Owner shall, prior to the execution of this agreement, deposit cash equal to the sum of:

(a)	engineering fees (clause 5)	$15,000.00
(b)	pre-draft plan approval costs (clause 29)	11,900.71
(c)	the cost of power (clause 19) unless other satisfactory arrangements have been made with Ontario Hydro	--
(d)	cash for park purposes (clause 3)	40,000.00
(e)	local improvement charges (clause 32)	N/A
(f)	street sign costs (clause 20) ($250 each installation)	
(g)	legal costs (clause 35)	2,000.00
	TOTAL	$68,900.71

(B) LETTERS OF CREDIT:

The Owner shall, prior to the execution of this agreement, deposit a letter of credit equal to the sum of:

(a)	Construction of Services (clause 7)	$480,000.00
(b)	Construction Lien Act Security Deposit (clause 31)	69,000.00
	TOTAL	$549,000.00

37. RETURN OF PORTION OF DEPOSIT:

Upon acceptance of the subdivision by the Town, the Treasurer shall, from out of monies on deposit, pay firstly any engineering fees and maintenance costs still owing; and shall return the balance, if any, to the Owner. Should the deposit provided in clauses 36(A) and 36(B) be insufficient to pay the engineering and maintenance fees or other charges payable by the Owner, the Town shall invoice the Owner for the balance and the Owner shall pay such balance within thirty (30) days of the invoice date.

38. RECOMMENDATION TO THE MINISTER:

Upon receipt of the payments required and execution of this agreement, the Council will recommend to the Minister that the plan be approved.

39. SCHEDULES:

The provisions of all Schedules attached shall form part of this agreement.

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
(RALPH BRAMER
(CLERK
(MURRAY HACKETT
(
(SOUTH PELHAM DEVELOPMENTS
(LIMITED
(
(PRESIDENT JOHN BOLDT
I HAVE THE AUTHORITY TO BIND THE CORPORATION.

WITNESS
KEN GONYDI

TABLE OF SCHEDULES

S C H E D U L E
" A "
LEGAL DESCRIPTION

In the Town of Pelham, in the Regional Municipality of Niagara being composed of part of Lot 177 of the Geographic Township of Thorold designated as Parts 1 to 7 both inclusive of Reference Plan 59R-8364 deposited in the Land Registry Office for the Land Titles Division of Niagara South (No. 59) and being the Whole of Parcels 177-11 to 177-16 both inclusive, section 59-Thorold.

now being Part of Parcel Plan-1, Section 59M-235 and Streets-1, Section 59M-235

S C H E D U L E
" B "
EASEMENTS

The following easements required for rear yard catchbasin storm sewer leads shall be conveyed to the Town, free and clear of all encumbrances:

(1) 3.0m between Lot 17 and 18
(2) 3.0m between Lot 15 and Block 57
(3) 3.0m between Lot 6 and 7
(4) 3.0m between Lot 38 and 39
(5) 3.0m between Lot 30 and 31
(6) The easterly 1.5m of Lot 47
(7) The westerly 1.5m of Lot 25
(8) The westerly 1.5m. of Lot 26
(9) 1.5m by 1.86m area at the southwest corner of Lot 24

All of the above easements being of even perpendicular width.

All references to Lots in this Schedule are to be the preliminary 59R Plan for this subdivision as prepared by William A. Mascoe Surveying Ltd. dated December 2, 1997.

S C H E D U L E
" C "
SANITARY SEWER SYSTEM

The Owner shall construct a sanitary sewer system or systems including all trunk sewer extensions, to proper outlets or approved sewage disposal site, which shall be sufficient to service the proposed development. The Director of Operations shall determine if the system proposed is sufficient prior to commencement of construction.

All sewers shall be installed in the locations and at the grades and elevations the Director of Operations may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with the Town design criteria.

The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed or approved by the Director of Operations.

Sewer pipe acceptable to the Director of Operations shall be used for all local and minor collector sewers where otherwise specified by the Director of Operations.

Minimum pipe size for local sewers is 200mm diameter. Standard manholes, of a type approved by the Town Engineer, shall be placed at a maximum spacing of 90m or as directed by the Director of Operations.

PRIVATE DRAIN CONNECTIONS -

The Owner shall construct sanitary connections (laterals) to each lot from the street sewer to the street line. The sanitary sewer lateral shall be a minimum 125mm diameter building sewer pipe or equal acceptable to the Director of Operations, and with the proper fittings designed by the Director of Operations' construction standards.

S C H E D U L E
" C " (con't)
SANITARY SEWER SYSTEM

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.

SPECIFICATIONS -

The sewer system shall comply with the engineering contract drawings on file in the Town Office. The approved engineering drawings must be signed, approved and accepted by the Director of Operations.

S C H E D U L E
" F "
ROADWAYS

PAVEMENT -

The road shall be designated in accordance with the C.G.R.A. publication "A Guide to the Standard Design of Flexible and Rigid Pavements in Canada". Pavements shall be designed for ADT = 1000 vehicles and an anticipated life of 20 years.

CROSS SECTION -

The roadway cross-section shall be curb and gutter section, as outlined in the current Town Standards.

SUB-SURFACE DRAINAGE -

Adequate sub-surface drainage shall be provided.

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 before acceptance of the subdivision, to the satisfaction of the Director of Operations.

DUST CONTROL -

The Owner shall provide dust control adequate in the opinion of the Director of Operations during the period of road usage prior to the placing of the asphalt surface.

S C H E D U L E
" G "
SIDEWALKS

The Owners shall construct sidewalks within and/or adjacent to the subdivision as approved by the Director of Operations. Sidewalk locations are indicated on Schedule "I".

SPECIFICATIONS -

The concrete sidewalks shall comply with engineering contract drawings to be prepared and filed in the Town Office. The approved engineering drawings must be signed, approved and accepted by the Director of Operations. All sidewalks as described in the subdivision agreement for a residential development shall be constructed within 12 months of the installation of the last underground utility in the boulevard. The last underground utility shall not include service lines to individual homes.

S C H E D U L E
" H "
TREES AND SODDING/SEEDING

The Owner shall plant one (1) tree per lot frontage and two (2) trees per lot flankage on each lot specified by the Town. Trees shall not be considered as primary or secondary services in regard to security or cash deposit returns.

The type and location of trees is to be subject to the approval of the Operations Committee. This work shall be completed prior to the acceptance of the subdivision by the Town.

Trees shall be planted in locations as determined by the Operations Committee and of the types as specified below.

The Owner shall provide that sodding or seeding from the front line, and in addition in applicable cases, from the appropriate side lot lines abutting any street, to the back of the curb, is completed either by themselves or by the builder before acceptance of the subdivision by the Town.

SPECIFICATIONS -

Number & Type of Trees -

Norway Maple, Locusts and Flowering Crab, 4m to 4.5m in height with a calliper of 3.8cm to 5cm. The trees shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

Proposals for other species will be reviewed by the Town upon request.

SODDING OR SEEDING -

After completion of the roads, a minimum of 50mm of topsoil shall be applied from the curb to the property line. The Owner shall use nursery sod or seed. Certain areas of extreme erosion such as swales and steep banks (3:1 slope or steeper) must be sodded using No. 1 quality sod, staked or unstaked as required.

S C H E D U L E
" J "
STREET AND TRAFFIC SIGNS

The Town shall supply and erect street and traffic signs within the development at the Owner's expense. The signs shall conform to the present Town Standard.

S C H E D U L E
" K "
HYDRO SERVICE

The Owner shall provide for the construction and installation of all necessary hydro lines and facilities for lot servicing and street lighting in accordance with Town and Ontario Hydro standards.

Such easements as may be required by Ontario Hydro for underground hydro purposes shall be granted by the Owner without cost.

Underground wiring to the lots and houses shall be mandatory.

S C H E D U L E
" L "
TELEPHONE SERVICE & CABLE TELEVISION SERVICE

The Owner shall provide for the construction and installation of all necessary telephone and cable television lines and facilities for lot servicing in accordance with Town and Telephone Company and Cable Television Company standards.

The Owner shall, as requested by the Bell Telephone Company of Canada and local Cable Television Company, grant such easements as may be required without cost.

Underground wiring to the lots and houses shall be mandatory.

S C H E D U L E
" N "
BUILDING RESTRICTIONS
To be included in all Deeds)

The Owner shall cause to be registered against all lots in the subdivision the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

(a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.

(b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.

(c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the lot grading plan attached to the subdivider's agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon. All grade elevation shown on the said lot grading plan shall be maintained after construction of any building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the subdivider's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

S C H E D U L E

" N " (con't)

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said subdivision are constructed.

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the Ontario Building Code and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Purchaser shall, within seven (7) months of being able to occupy the home in accordance with the Ontario Building Code and to the satisfaction of the Chief Building Official, sod or see the lot.

The Purchaser shall maintain the road allowance between the lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the lot of vegetation prior to commencing construction of a home on the lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

S C H E D U L E

"N" (con't)

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Purchaser shall not occupy the dwelling on the lot concerned until the Chief Building Official for the Town has certified that such of the following services as are applicable to the property have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Purchaser shall not impede by the placing of fill, buildings or other structures or works any natural watercourse which exists on the property.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Purchaser shall not erect any free standing tower, radio antenna, communication tower or similar structure.