

Bylaw #172

THE CORPORATION OF THE TOWN OF PELHAM

SUBDIVISION AGREEMENT

THIS INDENTURE made in triplicate this 2nd
day of MARCH A. D. 1973.

B E T W E E N:-

MARSHVILLE LIMITED, a Company incorporated under the laws of the Province of Ontario, having its Head Office in the Township of Wainfleet, in the Regional Municipality of Niagara,

Hereinafter called the "OWNER"
OF THE FIRST PART;

AND

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "TOWN"
OF THE SECOND PART;

AND

NEBO INVESTMENTS LIMITED, a Company incorporated under the laws of the Province of Ontario, having its Head Office in the City of Welland, in the Regional Municipality of Niagara,

Hereinafter called the "Mortgagee"
OF THE THIRD 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 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) "Minister" shall mean the Minister of the Treasury, Economics, and Inter-governmental Affairs.

2. WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto and has applied, or proposes to apply to the Minister of the Treasury, Economics, and Inter-Governmental Affairs for approval of a plan of subdivision thereof, hereinafter called "The Plan" for the purpose of registering the same in the Registry Office for the Registry Division of Niagara South, and

WHEREAS the Town requires the Owner, before final approval of the proposed plan of subdivision, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such a 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 \$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:

The Owner covenants and agrees:

- (a) to register this agreement against every lot and parcel of land within "The Plan" at the same time as "The Plan" is registered,
- (b) to register "The Plan" in the Registry Office for the Registry Division of Niagara South within one (1) month after approval of "The Plan" is granted by the Minister.

3. CONVEYANCE TO TOWN OF LANDS AND ANY NECESSARY EASEMENTS FOR MUNICIPAL PURPOSES

The Owner will:

- (a) By certificate on the Plan, dedicate to the Town the lands shown on Schedule "B" attached hereto.
- (b) The Owner will grant such easements as may be required for water, telephone, sewer, gas, or other services free of charge.
- (c) The Owner will establish such walkways, foot-paths, and such reserves at street entrances to the subdivision and other places as may be required and to convey the same to the Town upon demand and free of charge.

4. ENGINEERING SERVICES AND INSPECTION

- (a) The works herein shall be undertaken by the Town Engineer or the Owner will engage at his own expense, the services of C. J. Clarke and Associates Engineering Limited who is a Professional Engineer and who is registered under the Professional Engineers Act of Ontario, to perform the following engineering services, subject to the approval thereof by the Town Engineer and the Council.
 - (i) preliminary investigation
 - (ii) layout drawings and design criteria of roads and services
 - (iii) detailed estimates of cost
 - (iv) contract drawings and specifications
 - (v) application to the Ministry of the Environment for necessary 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) general field supervision, and
 - (x) preparation of progress certificates (having regard to utility agencies eg. gas, hydro, telephone, etc.)

(b) The said Professional Engineer shall file with the Town Engineer a written undertaking:

- (i) that he has been engaged by the Owner to supervise the work, and
- (ii) that the work will be done in accordance with the contract drawings and specifications and all other provisions of this Agreement, and
- (iii) that all phases of the work are subject to the approval of the Town Engineer, and
- (iv) that he will provide the Town Engineer prior to the acceptance of the works by the Town Engineer on behalf of the Town with a complete set of linen tracings or approved duplicates suitable for making reproductions of the works as constructed pursuant to this Agreement.

- (1) Tracings shall be plan-profile linen 24" x 36" sheets and ink lettering.
- (2) Title block (5" x 3") to be placed in lower righthand corner and shall indicate nature of work, location, limits and scales.
- (3) A complete copy of design details of storm and sanitary sewer layouts which said design details shall be based on design formula provided by the Town Engineer.
- (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 datum and all field surveys shall be tied into Geodetic Bench Marks.

5. INSPECTION BY TOWN ENGINEER

All work done by the Owner pursuant to this Agreement shall be inspected by the Town Engineer from time to time and so often as he shall deem necessary and the said Owner agrees to pay to the Town the cost of inspection in the amount as estimated by the Town Engineer. He shall pay all additional inspection costs should the Engineer's estimate be less than actual costs, and the Town will return excess monies should the engineer's estimate be more than actual costs.

6. INSPECTOR'S FEES

The Owner shall pay the full cost of all Inspector's wages including overhead. All Inspectors shall be appointed by the Town and paid at the prevailing rate as the case may be during the duration of construction and the Owner shall pay for this service in the same manner described in Clause 5.

7. REGIONAL INSPECTION

The Regional Municipality of Niagara shall have the

right at any time to inspect any of the works in progress.

8. CONSTRUCTION OF SERVICES

The Owner agrees to construct and to 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, and J, attached hereto, and in accordance with the conditions and specifications contained in such Schedules.

9. CONTRACTORS

Before commencement of any works, the Owner shall show proof to the Council, satisfactory to the Council that the proposed Contractors have sufficient and valid liability insurance policies, a certificate from the Workmen's 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 be approved by the Town Engineer.

10. PERFORMANCE BOND

The Owner shall be required to obtain from his contractor, a performance bond guaranteeing all of the construction required by the Town and the bond shall include maintenance for thirteen (13) months after acceptance by the Town of all such construction. Bonds shall be for an amount equal to 50 percent of construction value of all municipal services.

11. MATERIALS

All the works required hereunder shall be done and performed, and all material required for the said works shall be supplied to the specifications and directions and to the satisfaction of the Town Engineer.

12. STRIPPING TOPSOIL

The Owner shall not remove any topsoil from the lands described in Schedule "A" attached hereto, without first obtaining written approval from the Town Engineer.

13. STRIPPING AND TREE REMOVAL

The Owner shall remove from all road allowances, any trees, brush, growth or surplus or other material as may be designated by the Town Engineer and Council and further, shall remove from all the lands anyunkempt, diseased or infested trees, vines or bushes. In the event the same are not removed within fourteen (14) days of written notice delivered to the Owner, the Town may cause same to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

14. ROUGH GRADING ROADS

The Owner agrees to rough grade all roads connected with the development of the land to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and other ground systems as may be required. The Owner further agrees to keep boulevards and easements clear and free of all material and obstructions which might interfere with the construction of telephone, gas, water, and hydro installations.

15. CLEANING SEWERS AFTER ROAD CONSTRUCTION

Upon completion of paving of roads the Town shall, if required, at the expense of the Owner, clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto.

16. STORM SEWER

The Owner shall be responsible for determining and providing at his expense, a storm sewer outlet for the ultimate drainage area for the future servicing of the area as shown on the engineering drawing no. 3, project no. 67-93E.

17. LOCAL IMPROVEMENT CHARGES

The Owner hereby agrees to commute and pay to the Town before the final approval of the said plan of subdivision is requested, any and all frontage charges with respect to existing local improvements assessed against such of the property shown on this plan, as may become non-assessable when the said plan is registered.

18. TILE DRAIN LOANS

All Tile Drain Loans in regards to the subject lands shall be committed prior to the execution of this Agreement.

19. EXPANSION AND RENEWAL FUND

The Owner shall pay the Town the sum of \$1,800.00 per gross acre for a total acreage of 9.105 acres, i. e. \$16,389.00 for the purpose of expanding and renewing services within the Town limits.

20. PAYMENT IN LIEU OF CONVEYANCE

The Owner shall pay the Town a sum of money equal to 5 percent of the fair evaluation of the lands described in Schedule "A" as required under the provisions of Section 28 (5) and (8) of The Planning Act.

21. SURFACE DRAINAGE PLAN

The Owner shall be responsible for providing at his expense a surface drainage plan for all the lands 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 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 "K".

22. 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 to the satisfaction of the Town Engineer, for the continuance of such drainage facilities and shall be solely responsible for any damage caused thereto and shall indemnify and save harmless the Town therefrom.

23. HYDRO —

The Owner shall pay the whole cost of street lighting to be installed and designed by the Ontario Hydro Electric Power Commission. Said work to be carried out in accordance with Schedule "C" attached hereto, and prior to the final approval of the proposed subdivision plan, shall deposit with the Treasurer an amount estimated to cover the cost thereof, or shall provide proof satisfactory that financial arrangements have been made with the Ontario Hydro Electric Power Commission.

24. 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 polelines, or any other public utility works as required or approved by the Town Engineer and shall be solely responsible for any damage caused to the said pipes, conduits, wires, polelines, hydrants or other works.

25. 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 \$500,000.00 indemnifying the Town until the issue of the Certificate referred to in paragraph 31, from any loss arising from claims for damage, injury or otherwise, in connection with the work done by the Owner, his or its contractors, servants or agents 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 year.

26. 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 the subdivision in accordance with the bars shown on drawings numbers 1 and 2 on Project No. 67-93E. It is further understood and agreed that no lot may be severed by sale or conveyance until such sale or conveyance has been approved, pursuant to the provisions of The Planning Act.

27. DEFINITION OF PRIMARY AND SECONDARY SERVICES

- | | |
|-------|--|
| (a) | <u>Primary Services</u> |
| (i) | Sanitary sewers and appurtenances complete. |
| (ii) | Drainage facilities sufficient, in the opinion of the Town, to provide safety and protection from undue inconvenience to residents and their visitors. |
| (iii) | Waterworks complete. |
| (iv) | Roadways. |
| (1) | of final design width |
| (2) | with a granular thickness at least three quarters of the final granular thickness |

(3) with a surface which, in the opinion of the Town, will provide the residents and their visitors with convenient access and parking

(v) Electrical distribution and lighting complete

(vi) Gas (if applicable) service complete

(vii) Telephone service complete

(b) SECONDARY SERVICES

All services as required not considered "Primary Services". These include top course roadway granular, roadway asphalt, sodding, etc. where applicable.

28. CASH DEPOSIT

The Owner will be required to deposit cash equal to the sum of:

(a) the expansion and renewal impost

(b) the inspection and administration fees

(c) cash payment in lieu of 5% conveyance

(d) the cost of power and lighting installations unless other satisfactory arrangements have been made with the Ontario Hydro Electric Power Commission

(e) Cash in lieu of deferred "boundary road services".

The Owner will be required to deposit satisfactory securities having a value equal to the cost of secondary services as estimated by the Town Engineer.

29. RETURN OF PORTION OF DEPOSIT

Unless otherwise directed by the Council, the Town shall, upon satisfactory completion of ALL of the works and subject to the provisions of this Agreement authorizing deductions therefrom, and subject further to providing the Town with a satisfactory Maintenance Bond for 50% of the cost thereof, for a period of thirteen (13) months from the completion of the said works as approved by the Town Engineer, return upon the written application of the Owner the remainder of the cash deposit required hereunder. The Treasurer, after receipt of satisfactory securities shall, from and out of monies on deposit, pay firstly any engineering fees and maintenance costs still owing; secondly, any arrears of taxes; thirdly, the taxes for the current year whether levied or unlevied, based on the assessment applicable and finally, shall return the balance if any to the Owner.

30. MAINTENANCE

The Owner shall at his own expense, pending acceptance by the Town, repair and maintain to the satisfaction of the Town Engineer, roads, sewers, culverts and water system appurtenances. In case of emergency, as determined by the Town Engineer, the Town shall have the right to enter on the lands and carry out the necessary maintenance to repair without notice

to the Owners and bill the Owner for any justifiable costs. In other cases where the Owner fails to repair or maintain after 48 hours notice in writing, the Town shall have the right to enter on the lands and carry out the necessary work and in such case and in the case of emergency work, the Town shall be entitled to deduct the cost thereof from monies on deposit if any, or by action, or in the like manner as taxes.

31. MAINTENANCE AND GUARANTEE

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 Town Engineer, and upon payment of all financial requirements herein, the Town Engineer under authority of resolution of the Council, shall at the expiration of the maintenance period, 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 vest in the Town.

32. TAXES

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" attached hereto 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 Registered Plan, before final approval of the plan is requested.

33. MINISTRY OF THE ENVIRONMENT APPROVAL

The Town agrees that at the request of the Owner it will join with him to make the necessary applications to the Ministry of the Environment for approval of the plans.

34. RECOMMENDATION TO THE MINISTER

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

35. LEGAL COSTS

The Owner shall pay to the Town all legal costs incurred by the Town herein.

36. BUILDING PERMITS

The Owner agrees that unless otherwise determined by the Council no building permit shall be issued nor any excavation or building commenced on any part of the lands described in Schedule "A" attached hereto, until all primary services are completed and are operational.

37. SCHEDULES

The provisions of all Schedules attached hereto shall form part of this Agreement.

38. INDEMNIFICATION

The Owner hereby agrees and undertakes to save harm-

less 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 paragraph 31 hereof, in connection with the work required to be done herein by the Owner, his or its contractors, servants or agents.

39. COVENANTS TO RUN WITH LAND

The Owner and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained in this Agreement shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Owner, his heirs, executors, administrators, assigns and successors in title and owners from time to time of the lands described in Schedule "A" to this Agreement and any parts thereof and that the benefit of the said covenants shall enure to the Town, its successors and successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule "A" attached hereto and the said covenants shall continue in force for a period of ten (10) years from the date of this Agreement, except for section 21 (Surface Drainage Plan) which shall be in perpetuity.

IN WITNESS WHEREOF the said parties hereto have hereunto affixed their Corporate Seals attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

) THE CORPORATION OF THE TOWN
) OF PELHAM
) Per:


MAYOR

) CLERK
) 

) MARSHVILLE LIMITED
) Per:


PRESIDENT

) SECRETARY-TREASURER
) 

) NEBO INVESTMENTS LIMITED
) Per:


David R. Taylor


Director

DESCRIPTION OF BERKWOOD PARK
IN LOT 3, CONCESSION 9, TOWNSHIP OF PELHAM
NOW IN THE TOWN OF PELHAM - REGIONAL MUNICIPALITY OF NIAGARA

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara, formerly in the County of Welland and being composed of part of Lot 3 in the Ninth Concession of the former Township of Pelham and premising that the northerly limit of said Lot has a bearing of N 89° 25' 30" E and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at a standard iron bar planted in the northerly limit of said Lot distant therein 230.0 feet measured on a bearing of S 89° 25' 30" W from the north-easterly angle thereof;

- THENCE S 0° 15' 30" E, 165.0 feet to a standard iron bar;
- THENCE S 89° 25' 30" W, 30.0 feet to a standard iron bar;
- THENCE S 0° 15' 30" E, 165.0 feet to a standard iron bar;
- THENCE N 89° 25' 30" E, 140.0 feet to a standard iron bar;
- THENCE S 0° 15' 30" E, 156.50 feet to a standard iron bar;
- THENCE N 89° 25' 30" E, 120.0 feet to a standard iron bar

planted in the easterly limit of said Lot;

THENCE S 0° 15' 30" E along the easterly limit of said Lot, . . . 66.0 feet to a standard iron bar;

- THENCE S 89° 25' 30" W, 190.0 feet to a standard iron bar;
- THENCE S 0° 15' 30" W, 120.0 feet to a standard iron bar;
- THENCE S 89° 25' 30" W, 420.0 feet to a standard iron bar;
- THENCE N 0° 15' 30" W, 120.0 feet to a standard iron bar;
- THENCE N 11° 43' E, 67.47 feet to a standard iron bar;
- THENCE N 0° 15' 30" W, 120.0 feet to a standard iron bar;
- THENCE S 89° 25' 30" W, 143.55 feet to a standard iron bar

planted in a curve to the right having a radius of 50.0 feet;

THENCE southerly, westerly and northerly in the arc of said curve 241.48 feet to a standard iron bar, said arc having a chord of 66.45 feet measured on a bearing of S 89° 25' 30" W;

THENCE N 75° 57' 30" W, 283.22 feet to a standard iron bar;

THENCE N 53° 05' E, 497.83 feet more or less to a standard

iron bar planted in the northerly limit of said Lot distant therein

451.0 feet measured on a bearing of S 89° 25' 30" W from the point of commencement.

THENCE N 89° 25' 30" E along the said northerly limit of Lot 3, 451.0 feet to the point of commencement.

AND CONTAINING by admeasurement an area of 9.105 acres be the same more or less, all of which comprises registered Plan Number NS-23 for Niagara South.

SCHEDULE "B"

Lands to be conveyed to the Town for Public Purposes other than roads: Blocks A, B. & C and Lot 33 on said Plan.

SCHEDULE 'C'

ROADWAYS

a). Pavement

The road shall be designed 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.

b). Cross Section

The roadway cross-section shall be as outlined in the current Town Standards or should alternates be proposed, shall, in the opinion of the Town, provide equal or better results.

c). Turning Circle

The turning circle at the present terminus of Berkhout Terrace shall consist of a minimum granular thickness of 9 inches compacted depth topped with 2 inches of HL 6 asphalt.

d). Sub-Surface Drainage

Adequate sub-surface drainage shall be provided in soils where the percolation rate at road earth grade is slower than one inch per hour.

e). Driveway Entrances

The Owner shall be required to provide in some manner, either by himself or for example, by the imposition of building restrictions, for the excavation, stoning, and paving of each driveway from the curb line to the lot line. The developer or subsequent purchaser shall construct, at his own expense, a concrete or asphalt driveway entrance for each lot from the curb to the lot line and to the full width of the driveway. The developer or subsequent purchaser shall supply and install 12-inch diameter corrugated steel culverts at each lot fronting onto Pancake Lane.

f). Footpath

Block 'A' shall be fenced for the full length using a permanent 4.0 foot high Frost Fence style fencing to the satisfaction of the Town Engineer. The emergency access road shall consist of a 10-foot wide, 9-inches compacted depth granular base with a 4-foot wide concrete sidewalk all centred on Block 'A'.

g). The owner will be required to provide reasonable dust control prior to the placing of the asphalt surface.

SPECIFICATIONS

The roadway system will comply with the engineering contract drawings prepared by C.J. Clarke and Associates Engineering Limited and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted, by the Town Engineer.

SCHEDULE "D"

The Owner shall construct a sanitary sewer system or systems including all trunk sewer extensions, to proper outlets or approved sewage disposal site, necessary to service the proposed development.

All sewers shall be installed in the locations and at the grades and elevations the Town Engineer may direct. Capacity shall be provided in the Sanitary Sewer System for all domestic wastes in accordance with 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 Town Engineer.

Asbestos-Cement or equal sewer pipe shall be used for all local and minor collector sewers where otherwise specified by the Town Engineer.

Maximum pipe size for local sewers - 8" (inch) diameter, at owner's cost, Standard manholes of a type approved by the Town Engineer shall be poured or placed at a maximum spacing of 300 feet or as directed by the Town Engineer. If the Town requires larger pipe, it will pay the additional cost.

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 minimum 5 inch (inch) diameter asbestos-cement building sewer pipe or equal with proper fittings designed by the Town Engineer's construction standards.

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 such 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 will comply with the engineering contract drawings prepared by C. J. Clarke and Associates Engineering Limited and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted, by the Town Engineer.

SCHEDULE "E"

STORM SEWERS AND SURFACE DRAINAGE

The Owner shall construct the storm system and outlet as shown on Project Plans 67-93E. All sewers shall be installed in such locations, grades and depths as the Said Plans direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area that the proposed development is located in. The storm sewer is designed to accommodate all roof water, drainage from basement weeping tile and surface run-off from roads and properties.

Concrete pipe of the mortar joint, or other approved type, shall be used, minimum pipe size for storm sewer - 10 inch diameter, except where otherwise specified by the Town Engineer.

Surface drainage shall be collected by means of catchbasins as per the following detail. Maximum length of swale flow 300 feet. Standard catchbasins shall be installed to drain the base roads.

Adequate sized driveway culvert will be permitted in special circumstances and only after written approval of the Town Engineer.

SPECIFICATIONS

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by C. J. Clarke and Associates

Engineering Limited and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "F"

WATERMAINS

The Owner shall construct a complete watermain system and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line, as shown on said Project Plans. The design shall be as approved by the Town Engineer and constructed in accordance with his specifications. All watermains shall be a minimum of 6 inches in diameter or a sufficient size to service the subdivision and structures therein and lands outside the subdivision which will require the use of the subdivisions watermains as trunk or feeder mains.

The Owner shall be responsible for any damage caused to such watermains and appurtenances that may occur during construction of buildings on the land and during the grading of the same.

Town standard hydrants and valves must be used in all cases.

SPECIFICATIONS

The watermains will be constructed in accordance with the engineering contract drawings prepared by C. J. Clarke and Associates Engineering Limited and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "G"
STREET LIGHTING

The Owner shall, prior to the final approval of the proposed subdivision plan, pay the entire cost of street lighting as designed and installed by the Ontario Hydro Electric Power Commission having jurisdiction over the area in which the proposed subdivision is to be located, and shall grant to the Ontario Hydro Electric Power Commission such easements as may be required for its purposes.

Underground street wiring and wiring to the lots and houses shall be mandatory.

Details as to easements required and type of lighting.

SCHEDULE "H"
STREET SIGNS CONCRETE WALKS

The Owner shall, at his own expense, erect street name signs of a design and at locations approved by the Town and shall construct 4 foot concrete sidewalks and pedestrian right-of-way, in accordance with the specifications of the Town Engineer.

SPECIFICATIONS

The Street signs and concrete walks will comply with the engineering contract drawings prepared by C. J. Clarke and Associates Engineering Limited and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "I"

TELEPHONE EASEMENTS

The Owner shall, as requested by the Bell Telephone Company of Canada, grant such easements as may be required to provide for the construction and installation of telephone power lines and facilities.

The Owner and the Town shall jointly endeavour to have the Bell Telephone Company of Canada install underground services.

SCHEDULE "J"

TREES AND SEEDING

The Owner shall plant trees and seed untravelled portions of the street allowances within the subdivision or on which his subdivision abuts and maintain the same during the maintenance period.

This work shall be completed within six (6) months after the laying down of sidewalks and/or curbs.

All trees along the rear of lots 27 to 32 inclusive, shall be preserved.

After completion of the curb and/or sidewalks, a minimum of two (2") inches of topsoil shall be applied from the curb to the property lines. It is the intention that the grass seed be permitted where satisfactory catch can be attained. Certain areas of extreme erosion, such as swales and steep banks (4:1 slope or steeper) must be sodded using No. 1 quality sod, staked or unstaked as required.

Grass seed as specified below shall be applied at the rate as prescribed in the following specifications.

SPECIFICATIONS: Grass Seed Mixture and Rate of Application

1. Grass Seed shall be made up of the following varieties:

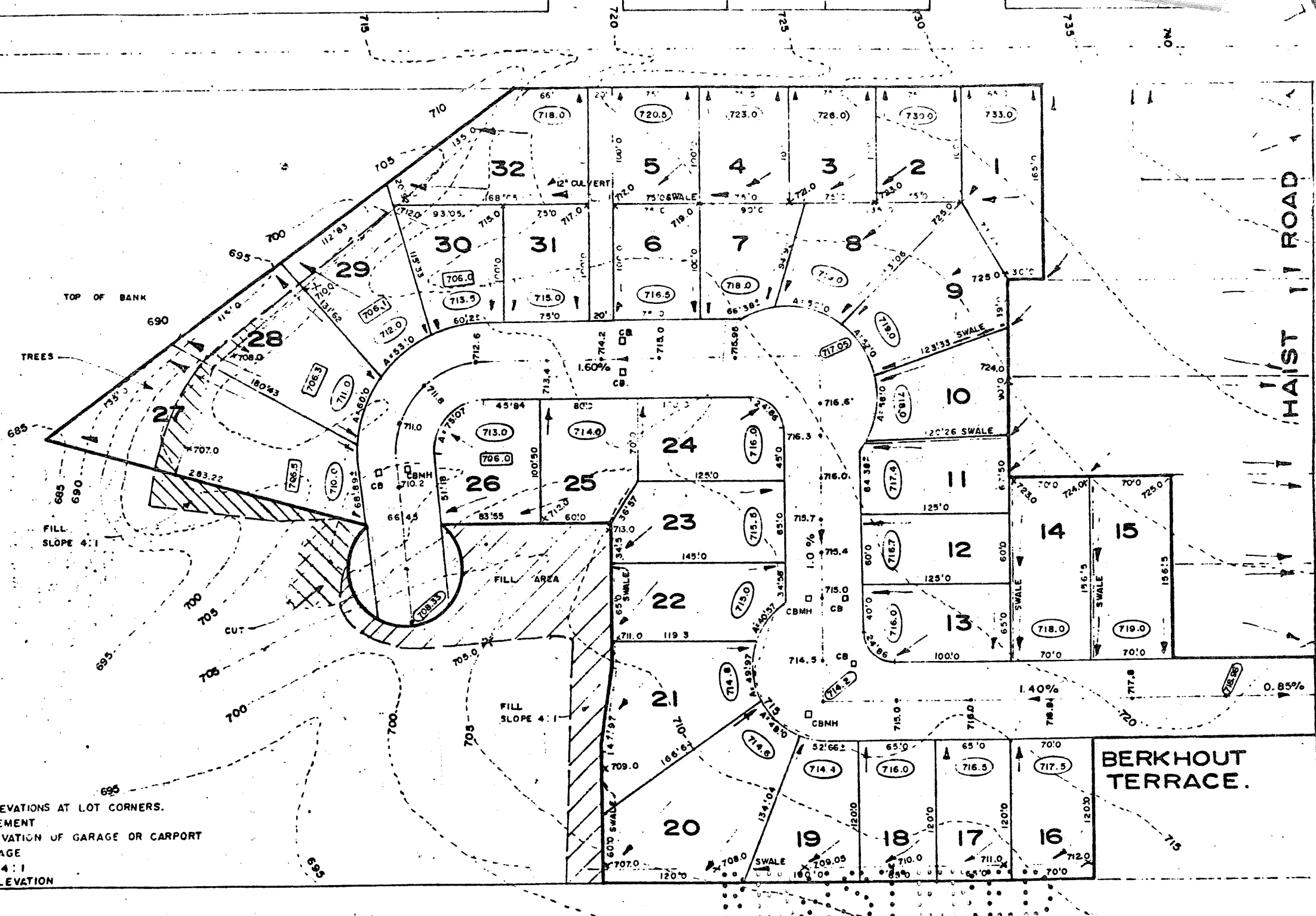
45% Blue Grass - Kentucky
30% Creeping Red Fescue
25% Perennial Rye Grass

2. Seeds shall be of best quality and shall be approved by the Engineer. They shall be delivered on the job in their original sealed packages bearing the brand name.
3. Only seeds harvested during the preceeding season will be accepted.
4. Seed mixtures shall be uniformly sown at a rate of 4.5 pounds per 1,000 square feet. The area sown shall be sprinkled with water to produce a penetration of one inch and maintained in a damp condition until the grass is 1-1/2 inches high.

SPECIFICATIONS: Number and type of Trees

Norway Maple, Mountain Ash, Locusts and Flowering Crab
8 to 10 feet in height and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

There shall be one tree per lot and two trees per sideyard flankage. Proposals for other species will be reviewed by the Town upon request.



NOTES: X707.0 PROPOSED FINISHED ELEVATIONS AT LOT CORNERS.
 ●715.0 CENTER LINE OF PAVEMENT
 (710.0) PROPOSED FLOOR ELEVATION OF GARAGE OR CARPORT
 → DIRECTIONS OF DRAINAGE
 ALL SLOPES IN FILL 4:1
 [706.0] BASEMENT FLOOR ELEVATION

DATED: MARCH 18TH, 1973

RECEIVED

MARSHVILLE LIMITED
c/o P. O. Box 36
Port Colborne, Ontario

TO

THE CORPORATION OF THE
TOWN OF PELHAM

AND TO

NEBO INVESTMENTS LIMITED
190 Division Street
Welland, Ontario

No.
Registry Division of Niagara South (No. 59)
I CERTIFY that this instrument is registered
as of 10.15 A.M.

MAR 21 1973 in the

Registry Office
at Welland,
Ontario.

f. e. jolly
REGISTRAR

SUBDIVIDER'S AGREEMENT

MESSRS. CASH, REILLY & QUINN
Barristers & Solicitors
84 West Street
Port Colborne, Ontario

Reg'n. Fees
Extra Charges

37.50

Cash, Reilly