



## Form 4 — Land Registration Reform Act

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

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**Total**

FOR OFFICE USE ONLY

# **SUBDIVISION AGREEMENT**

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THIS INDENTURE made in triplicate this 1st day of June,  
1996 A.D.

BETWEEN:

LANDCO DEVELOPMENTS LTD.,  
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) "TOWN ENGINEER" shall mean the Engineer of the Corporation of the Town of Pelham as appointed by Council.

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

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

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

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

(h) "OWNER" shall mean Landco Developments Ltd. 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) by certificate on the plan, dedicate to the Town, Blocks 58, 62, 63 and 64 for storm water management, walkways and related purposes.

(b) pay to the Town, as payment of the cash-in-lieu of the conveyance of land for park purposes to the Town pursuant to section 51(8) of the Planning Act, the sum of \$33,320.00 in three equal instalments of \$11,106.66 payable as follows:

- (i) the first instalment shall be paid at the time that building permits are available;
- (ii) the second instalment shall be paid three (3) months after the first instalment noted in (i) above; and
- (iii) the third instalment shall be paid three (3) months after the second installment noted in (ii) above.

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

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

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 Town Engineer (having regard to utility agencies, e.g. hydro, gas, telephone, etc.)

(b) The Owner shall file with the Town Engineer 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 Town Engineer, prior to the acceptance of the works by the Town Engineer, 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 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 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 ENGINEER:

The Town 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 including overhead for the duration of the construction.

6. ENGINEERING FEES:

(a) The Owner shall deposit with the Town, cash in an amount equal to the estimated fees and disbursements billed to the Town by its Engineers for services performed by its 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.

(b) The Town 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.

(c) 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's 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 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.

(d) Any work performed by the Town Engineer pursuant to the provisions of this agreement shall not be deemed to be an assumption by the Town 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.

7. 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.

8. 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", "N", "O", "P", "Q" and "R" attached, and in accordance with the conditions and specifications contained in such Schedules.



9. CONTRACTORS:

(a) Before commencement of any works, the Owner shall show satisfactory proof to the Town Engineer, 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, the Town 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 Town Engineer.

(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 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.

10. MATERIALS:

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

11. 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 Town Engineer.

(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.

12. 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 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.

13. ROUGH GRADING LOTS:

(a) 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.

(b) The Owner agrees not to strip the lot of vegetation beyond the areas required for home construction and further, after construction of the home, to grade, place topsoil, sod or seed and landscape the lot as required under clause 13 (c).

(c) The Owner shall within six (6) months of occupancy proceed to grade, place topsoil, sod or seed and landscape the lot.

14. 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".

15. 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.

16. STORM SEWER:

The Owner shall be responsible for determining and providing a storm sewer system with appropriate drains and outlets adequate for the ultimate 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 18 of this agreement, to the date of final acceptance of the subdivision by the Town.

17. LOT GRADING PLAN:

(a) The Owner shall be responsible for providing, at the Owner's expense, a surface drainage plan for all lands described in Schedule "A" attached to meet with the approval of the Town Engineer. 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 drainage 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 Town Engineer.

(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.

18. 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 Town Engineer. In the event changes are made, after having been approved by the Town Engineer, the Owner nevertheless shall be solely responsible for any damage caused thereto, and shall indemnify and save harmless the Town therefrom.

19. STORM WATER MANAGEMENT:

The Owner shall provide a storm water management facility to maintain storm water quantity flows to pre-development levels for the 2, 5, 25 and 100 year return storm. Storm water quality management techniques will be provided in accordance with the policies of the Ministry of Natural Resources and Ministry of Environment and Energy.

20. NIAGARA PENINSULA CONSERVATION AUTHORITY:

The Owner covenants and agrees to prepare and submit to the Town site plans and individual lot grading plans for Blocks 59, 60 and 61. These plans are to be in conformity with the overall Conservation Authority approved grading and drainage plan for the subdivision.

21. MINISTRY OF NATURAL RESOURCES, MINISTRY OF ENVIRONMENT AND ENERGY AND NIAGARA PENINSULA CONSERVATION AUTHORITY:

(a) The Owner covenants and agrees to prepare and submit prior to registration of the final plan of subdivision or any site grading or construction, a storm water management report, lot grading and drainage plans and any required creek alterations plans for the approval of the Town of Pelham, the Ministry of Natural Resources, the Ministry of Environment and Energy and the Niagara Peninsula Conservation Authority. The storm water management report and plans are to include an assessment of the hydrologic function of the site with respect to Draper's Creek and the means whereby storm water quantity and quality controls will be implemented.

(b) The Owner covenants and agrees to implement the storm water management plan, and lot grading and drainage plans as approved by the Town of Pelham, the Ministry of Natural Resources, the Ministry of Environment and Energy and the Niagara Peninsula Conservation Authority, and to maintain all storm water management and erosion and sediment control structures operating and in good repair during the construction period, in a manner satisfactory to the Ministry of Natural Resources.

22. 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 Town Engineer, and shall be solely responsible for any damage caused to the said pipes, conduits, wires, pole lines, hydrants or other works.

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

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

24. 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.

25. FENCING:

The Owner shall pay for the whole cost and construction of a chain link fence along the entire west side of Lot 6. The height of the fence shall be 1.5 metres from the north limit of Lot 6 to a point 6.5 metres from the southerly front property line which remaining fencing shall be a maximum of 1.2 metres in height.

26. 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 31, 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.

27. INDEMNIFICATION:

The Owner hereby 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 31 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 31 of this agreement.

28. 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.

29. CLEANING SEWERS AFTER ROAD CONSTRUCTION PRIOR TO BUILDING PERMIT ISSUANCE:

Prior to the acceptance of the underground services and prior to acceptance of the subdivision services [clause 30(C)] the Owner shall clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto.

30. (A) DEFINITION OF PRIMARY & SECONDARY SERVICES:

For the purpose of this agreement, primary and secondary services shall mean as follows:

(a) Primary Services:

- (i) sanitary sewers and appurtenances;
- (ii) pumping station, forcemain and all associated appurtenances;
- (iii) drainage facilities sufficient, in the opinion of the Town Engineer, to provide safety and protection from undue inconvenience to residents and their visitors, both within and beyond the area of land which is the subject of this agreement which may include storm sewers, storm water detention ponds, drainage ditches and swales, and appurtenances;
- (iv) roadways,
  - (a) of final design width,
  - (b) full granular depth,
  - (c) curb and gutter,
  - (d) base coarse asphalt,
  - (e) all manholes and catch basins to be ramped;
- (v) fully functioning and pressurized watermains, hydrants and appurtenances;
- (vi) rough grading of lots.

(b) Secondary Services:

All services as required not considered "Primary Services". These include top coarse roadway asphalt, sidewalks, boulevard sodding and trees, electrical distribution, street lighting, gas, telephone, etc. where applicable.

30. (B) ACCEPTANCE OF UNDERGROUND SERVICES:

The Town agrees to accept the underground services (storm and sanitary sewers and watermains) two years after the completion of the primary services as described in clause 30(A) upon receiving a written request from the Owner and rectification of any deficiencies discovered at an inspection by the Town Engineer immediately after receiving the request. The Owner agrees to clean the sewers before acceptance of the subdivision services as described in clause 30(C).

30. (C) ACCEPTANCE OF SUBDIVISION SERVICES:

(a) The Town of Pelham agrees to pass the necessary by-law to authorize acceptance of the subdivision services upon rectification of any deficiencies discovered at an inspection by the Town Engineer immediately following:

- Completion of the one year maintenance period following installation of primary and secondary services; and,
- Completion of construction of 80% of the dwelling units in the subdivision.

(b) The Town of Pelham also agrees to reduce the Letter of Credit (clause 35) to 5% of the original value of a minimum of \$10,000.00 and a maximum of \$50,000.00.

(c) Should the developer not be able to meet all of the above criteria, with the exception of storm water management works, he may apply to the Town for acceptance of the development and the Town, in its discretion, may modify the above criteria.

31. 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 Town Engineer, 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 Town Engineer, and upon payment of all financial requirements herein, the Town Engineer 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.

32. BUILDING PERMITS & OCCUPANCY:

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 to the satisfaction of the Town Engineer.

33. 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 that 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 17 (Lot Grading Plan), and the requirements of Schedule "I", which shall be in perpetuity.

34. 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.



35. 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 100% of the estimated costs of construction of the primary and secondary services as set out in clause 30 (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.

36. 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 Engineer. 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.

(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.

37. 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 the existing local improvements assessed against the property as shown on this plan.

38. PAYMENT FOR UPGRADING EXISTING ROADS:

The land as described in Schedule "A" to this agreement abuts the existing travelled road allowance of Haist Street. The Owner shall be required to pay the Town cash in the sum of \$13,000.00, being half the cost of upgrading Haist Street as it abuts the said lands.

39. 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 By-Law No. 1443(1991). The development charge is subject to change in accordance with By-Law No. 1443(1991).

40. 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.

The Town agrees that the Owner shall be permitted to appeal the assessment on the property described in Schedule "A".

41. TAX SECURITY DEPOSIT:

The Owner agrees to deposit with the Treasurer the sum of Two Thousand Dollars (\$2,000.00) as security which may be drawn upon in the event the taxes are not paid by their due dates.

42. 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.

43. CASH DEPOSITS & LETTER 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 6)	\$15,000.00
(b) pre-draft plan approval costs (clause 34)	11,798.46.
(c) upgrading existing roads (clause 38)	13,000.00
(d) the cost of power (clause 23) unless other satisfactory arrangements have been made with Ontario Hydro	
(e) cash for park purposes (clause 3)	33,320.00
(f) local improvement charges (clause 37)	
(g) street sign costs (clause 24) (\$250 each installation)	
(h) legal costs (clause 42)	<u>2,000.00</u>

TOTAL	<u>\$75,118.46</u>
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(B) LETTER OF CREDIT:

(a) Construction of Services (clause 8)	\$776,000.00
(b) Construction Lien Act Security Deposit (clause 36)	117,000.00
(c) Tax Security Deposit (clause 41)	<u>2,000.00</u>
TOTAL	<u>\$895,000.00</u>

44. 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 43(A) and 43(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.

45. PARKLAND DEVELOPMENT:

The Owner hereby agrees to prepare and submit a design plan prepared by a professional Landscape Architect (O.A.L.A. member) for the existing park in Daimler Woods (Block 73, Plan 59M-147) for the approval of the Town and shall identify the facilities to be implemented in the park by the Owner.

The Owner hereby agrees to develop Block 73, Plan 59M-147 in accordance with Schedule "O" attached hereto.

46. LANDSCAPING & STREETSCAPING:

(a) The Owner hereby agrees to develop the lots in accordance with Schedule "P".

(b) The Owner hereby agrees to preserve, maintain and landscape the subdivision in accordance with Schedule "P".

47. 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.

48. 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

( 

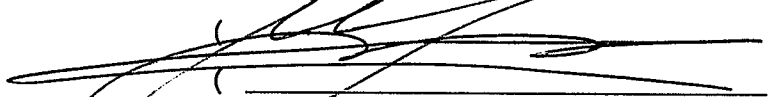
( RALPH BEAMER

( CLERK

( 

( MURRAY HACKETT

( LANDCO DEVELOPMENTS LTD.

( 

( PRESIDENT

JACK BERKHOUT

## TABLE OF SCHEDULES

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SCHEDULE "A"LEGAL DESCRIPTION

Parcel Plan -1, Section 59M- 218

Lots 1-57 inclusive and

Blocks 58-65 inclusive, Plan 59M- 218

Town of Pelham

Regional Municipality of Niagara

## 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) The easterly 3.0m of Lot 4
- (2) 3.0m between Lot 17 and 18
- (3) 3.0m between Lot 23 and 24
- (4) 3.0m between Lot 29 and 30
- (5) 3.0m between Lot 44 and 45
- (6) 3.0m between Lot 50 and 51
- (7) The westerly 3.0m of Lot 57

The following easement required for sanitary sewer shall be conveyed to the Town, free and clear of all encumbrances:

- (1) 5.0m between Lot 11 and 12

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 P. D. Reitsma Surveying Ltd. dated , 1995.



## 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 Town Engineer 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 Town Engineer 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 Town Engineer.

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

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 Town Engineer.

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 Town Engineer, and with the proper fittings designed by the Town Engineer's 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.

PUMPING STATION AND FORCEMAIN -

The Owner shall construct a pumping station, forcemain and appurtenances to transmit sewage flows from this development to a proper outlet as approved by the Town Engineer. The design shall be approved by the Regional Municipality of Niagara, Ministry of Environment and Energy and the Town Engineer.

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 Town Engineer.

## S C H E D U L E

" D "

STORM SEWERS & SURFACE DRAINAGE

The Owner shall construct a storm sewer system, storm water management facilities outlet or such extensions as necessary to provide a connection to existing trunk sewers or storm water outlet where applicable. All sewers shall be installed in such locations, grades and depths as the Town Engineer may 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.

Concrete pipe or an other approved material type, shall be used. The minimum pipe size for storm sewers shall be 300mm diameter, except where otherwise specified by the Town Engineer. Surface drainage shall be collected by means of catchbasins as per the current Town Standards.

PRIVATE DRAIN CONNECTIONS -

The Owner shall construct storm connections (laterals) to each lot from the street sewer to the street line. The storm lateral shall be a minimum 100mm diameter building sewer pipe or equal, acceptable to the Town Engineer and with the proper fittings designed by the Town Engineer's construction standards.

Foundation weeping tile on the lot shall be discharged into the storm lateral. Roof water will not be allowed to be discharged into the storm lateral.

SPECIFICATIONS -

The storm sewers shall be constructed in accordance with the engineering contract drawings on file in the Town Office. The engineering drawings must be signed, approved and accepted by the Town Engineer. Nothing contained herein, however, derogates or detracts from the responsibility of the Owner as provided in clauses 18, 19, 20, and 21 of this agreement.

## S C H E D U L E

## " E "

WATERMAINS

The Owner shall construct a complete watermain system or systems and all necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be as approved by the Town Engineer and constructed in accordance with his specifications. Connection to the existing watermain system at the cost of the Owner, shall be made at such point in such system as is designated by the Town Engineer. All watermains shall be a minimum of 150mm in diameter, or in the opinion of the Town Engineer a sufficient size to service the subdivision and structures therein for domestic and fire flow conditions.

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

Town Standard hydrants and valves must be used in all cases. All required hydrants shall be located on the lot line within the registered plan of subdivision.

SPECIFICATIONS -

The watermains shall be constructed in accordance with engineering contract drawings to be filed in the Town Office. The approved engineering drawings must be signed, approved and accepted by the Town Engineer.

## S C H E D U L E

## " F "

ROADWAYSPAVEMENT -

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 Town Engineer.

DUST CONTROL -

The Owner shall provide dust control adequate in the opinion of the Town Engineer 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 Town Engineer. Sidewalk locations are as follows:

Beckett Crescent - entire north, west and south side  
- north side, approximately 56 metres  
east from Darby Lane

Darby Lane - entire east side

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 Town Engineer. 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 trees on each lot in accordance with the Landscape Streetscape Plan being Sheet No. L-1 of 2 attached hereto as Schedule "Q". Trees shall not be considered as primary or secondary services in regard to security or cash deposit returns.

This work shall be completed prior to the acceptance of the subdivision by the Town.

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.

TREE SPECIFICATIONS -

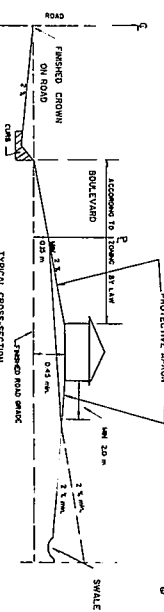
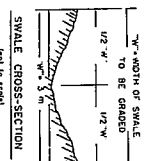
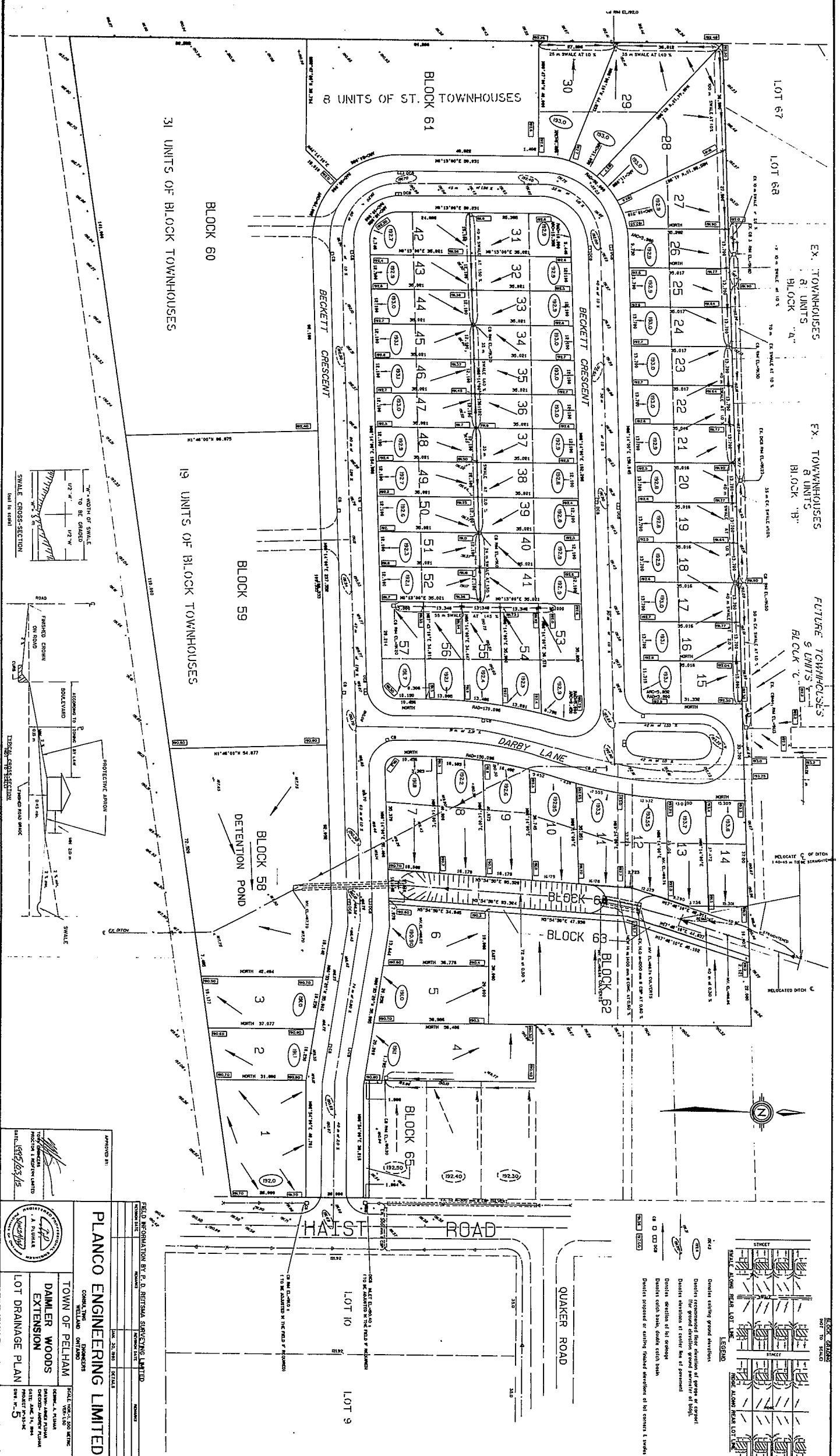
The number and type of trees shall be as specified on the Landscape Streetscape Plan being Sheet No. L-1 of 2 attached hereto as Schedule "Q". The trees shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

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, stakes or unstaked as required.

SCHEDULE "I"  
LOT GRADING PLAN

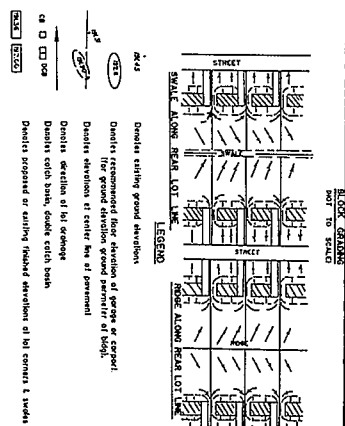


APPROVED BY:  
[Signature]  
DATE: 1995/05/15

**PLANCO ENGINEERING LIMITED**  
CONSULTING ENGINEERS  
TOWN OF PELHAM  
DAHLER WOODS  
EXTENSION  
LOT DRAINAGE PLAN  
SCALE: 1" = 100' HORIZ.  
1" = 10' VERT.  
DATE: 1995/05/15  
PROJECT NO.: 95-05

FIELD INFORMATION BY P. D. NETSMA SURVEYING LIMITED

NO.	DATE	REMARKS
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100	1995/05/15	FIELD SURVEY





## 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

" M "

GAS SERVICE

Such easement as may be required by Consumers Gas Company for underground gas lines shall be granted by the Owner without cost.

The Owner shall make all necessary arrangements with the Gas Company to provide each lot with a service in accordance with Town and Gas Company standards.

## 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 be 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 six (6) months after completion of the home on the lot, pave or cause to be paved the driveway, including the boulevard portion of 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, upon completion of the home on the lot, immediately sod or seed the lot and the boulevard area within the road allowance. In no event shall a lot remain unsodded or unseeded for a period in excess of two (2) months after completion of a home unless the home is completed in the winter, in which instance the lot and boulevard area must be sodded or seeded by June 1st of the following year.

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.

## S C H E D U L E

" O "

PARK DEVELOPMENT

The Owner shall grade, seed and remove existing dead trees within Block 73, Plan 59M-147, and prepare the play equipment area and landscape the emergency access to comply with the Landscape Site Plan, being Sheet No. L-2 of 2 attached hereto as Schedule "R", approved and accepted by the Town.

The grading and seeding shall be completed within six (6) months from the date that building permits are available unless an extension is granted by the Town.



## S C H E D U L E

" P "

LANDSCAPING & STREETSCAPING

The Owner shall develop the lots to comply with the Landscape Streetscape Plan being Sheet No. L-1 of 2, attached hereto as Schedule "Q" approved and accepted by the Town.

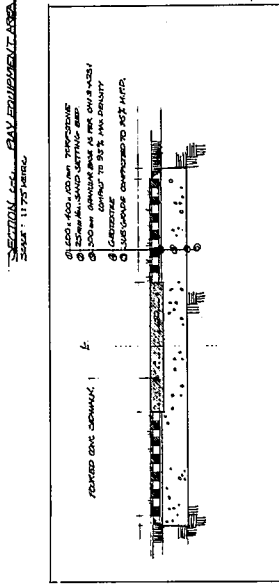
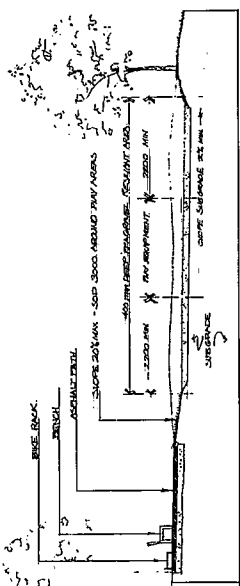
The Owner shall preserve and maintain the existing trees within the subdivision and landscape the subdivision to comply with the Landscape Streetscape Plan being Sheet No. L-1 of 2, attached hereto as Schedule "Q" approved and accepted by the Town.

LANDSCAPE SITE PLAN

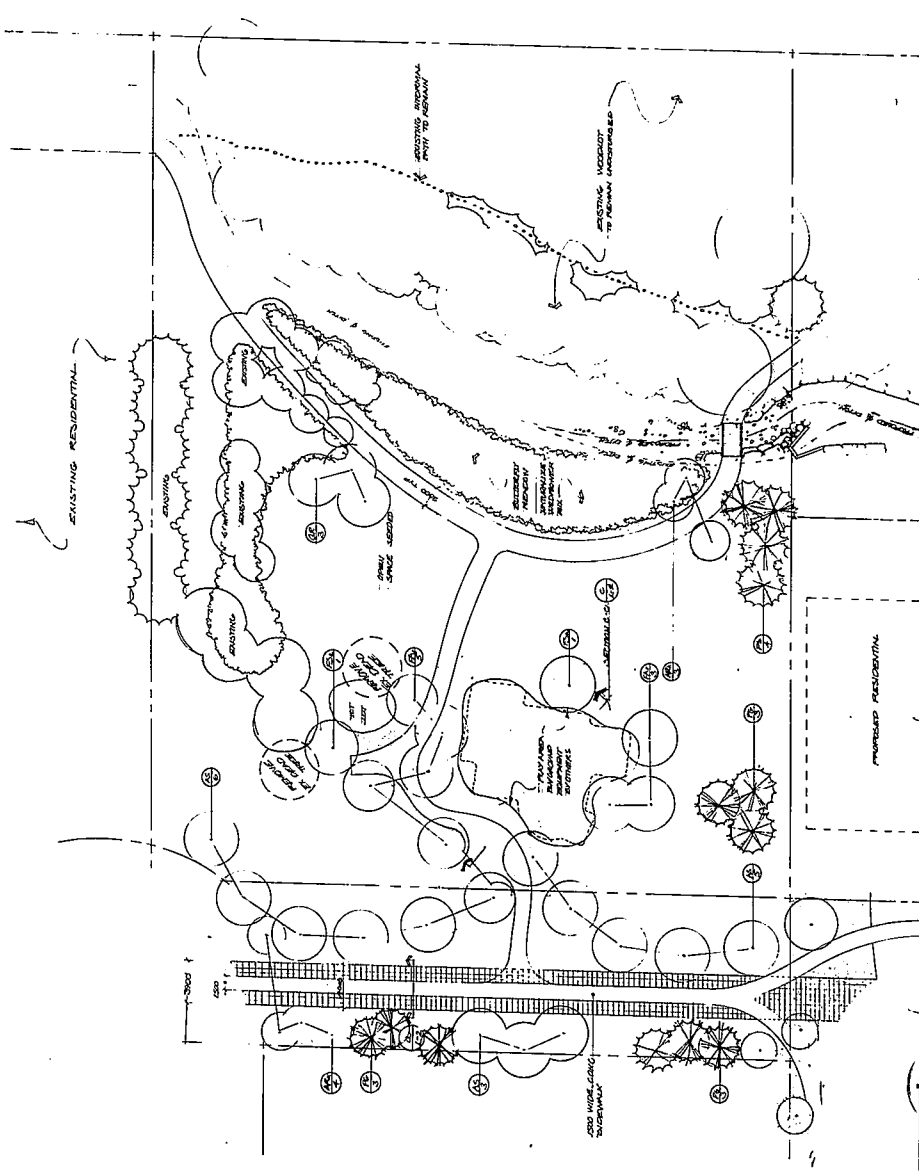
donald martin  
landscape  
architect

PROJECT:	MILLER HOUSE REMODEL
DATE:	OCTOBER 20, 1994
SCALE:	AS SHOWN
TITLE:	LANDSCAPE SITE PLAN
HEET NO.	1-2 OF 2

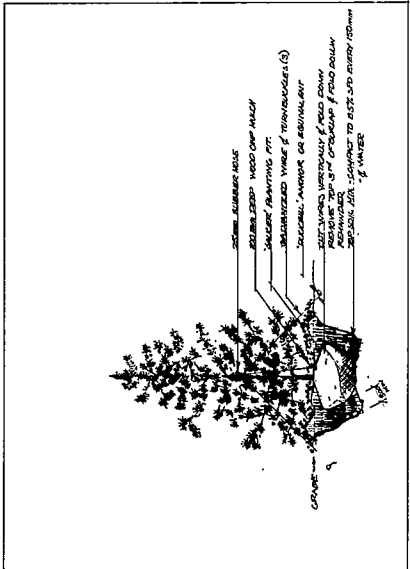
CONSTRUCTION  
NOTES  
AS PREPARED



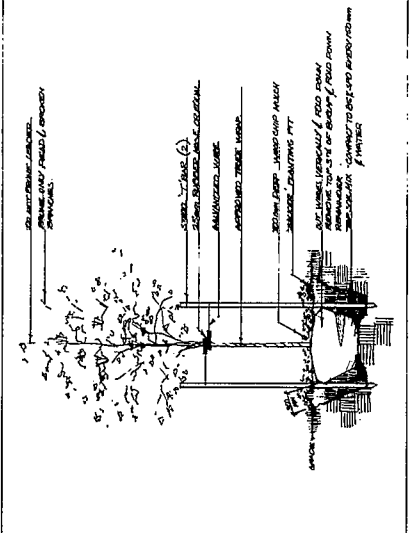
PLANT SYMBOL	COMMON NAME	HEIGHT	SIZE	ORIENTATION
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85	WINTER WAX	10-12'	10'	N
86	WINTER WAX	10-12'	10'	N
87	WINTER WAX	10-12'	10'	N
88	WINTER WAX	10-12'	10'	N
89	WINTER WAX	10-12'	10'	N
90	WINTER WAX	10-12'	10'	N
91	WINTER WAX	10-12'	10'	N
92	WINTER WAX	10-12'	10'	N
93	WINTER WAX	10-12'	10'	N
94	WINTER WAX	10-12'	10'	N
95	WINTER WAX	10-12'	10'	N
96	WINTER WAX	10-12'	10'	N
97	WINTER WAX	10-12'	10'	N
98	WINTER WAX	10-12'	10'	N
99	WINTER WAX	10-12'	10'	N
100	WINTER WAX	10-12'	10'	N



PARK LANE SCALE: 1/2000 N.T.S.



CONIFEROUS PLANTING DETAIL TYPE 1 N.T.S.



DECIDUOUS PLANTING DETAIL TYPE 1 N.T.S.