

FOR OFFICE USE ONLY

CERTIFICATE OF RECEIPT
REGISTRATION
NIAGARA SOUTH/CAN (50) NEW AND

'95 10 4 11 38

[Signature]

NEW PROPERTY IDENTIFIERS

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 44 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

Notice of Subdivision Agreement

(5) Consideration

Dollars \$

(6) Description

Parcel Plan-1, Section 59M-221
Lots 1-95 inclusive and
Blocks 97-105 inclusive, Plan 59M-221
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:

The Corporation of the Town of Pelham has an unregistered estate, right, interest or equity in the land registered in the name of Canberra Five Properties Ltd., 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

CANBERRA FIVE PROPERTIES LTD.

(Owner)

(11) Address
for Service

(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
(Town/Applicant)
by its Solicitors
BROOKS, BIELBY & SMITH

[Signature]
PER: *[Signature]*

1995 09 18

(R. Bruce Smith)

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

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

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

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

OAKRIDGE ESTATES
SUBDIVISION AGREEMENT
TABLE OF CONTENTS

<u>Title</u>	<u>Clause #</u>
Definitions	1
Registration	2
Transfer to Town for Municipal Purposes	3
Engineering Services and Inspection	4
Field Representation by Town Engineer	5
Engineering Fees	
Regional Inspection	6
Construction of Services	7
Contractors	8
Materials	9
Stripping Topsoil and Tree Removal	10
Rough Grading Roads	11
Rough Grading Lots	12
Well Monitoring Programme	13
Pancake Lane Watermain	14
Watermains	15
Sanitary Sewer	16
Storm Sewer	17
Lot Grading Plan	18
Natural Drains	19
Storm Water Management	20
Niagara Peninsula Conservation Authority	21
Ministry of Natural Resources, Ministry of Environment & Energy, Niagara Peninsula Conservation Authority	22
Replacing Utilities, Etc.	23
Hydro, Gas, Telephone, Cable TV Service	24
Fencing	25
Street and Traffic Signs	26
Liability Insurance	27
Indemnification	28
Re-staking Lots on the Plan	29
Cleaning Sewers After Road Construction Prior to Building Permit Issuance	30
Definition of Primary & Secondary Services	31
Maintenance	32
Building Permits & Occupancy	33
Covenants to Run with the Land	34

Preliminary Engineering and Planning Costs	35
Letter of Credit	36
Construction Lien Act Security Deposit	37
Local Improvement Charges	38
Water Frontage Charges	39
Development Charges	40
Taxes	41
Legal Costs	42
Phase 1 - Cash Deposits & Letter of Credit	43
Phase 2 - Cash Deposits & Letter of Credit	44
Return of Portion of Deposit	45
Recommendation to Minister	46
Schedules	47

THIS INDENTURE made in triplicate this *29TH* day of *AUGUST*,
199*5* A.D.

BETWEEN:

CANBERRA FIVE PROPERTIES 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;

AND WHEREAS the Owner intends to develop the subdivision in two separate phases being Phase 1 and Phase 2 (as further defined below);

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 Canberra Five Properties 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".

(i) "PHASE 1" shall mean lots 1 to 28, 67 to 96, and Block 102 and 105.

(j) "PHASE 2" shall mean lots 29 to 66.

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) convey to the Town, without encumbrances, the parcel shown as Block 101 on the plan for the purpose of parkland dedication; and,

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

(c) convey to the Town, without encumbrances, Block 103 and 104 for the purpose of a pedestrian walkway; and,

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

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.

(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 & ENGINEERING FEES:

(a) 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 in accordance with PEO 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 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.

(c) 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.

(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'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.

(e) 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.

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", "N" and "O" 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 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 and 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.

9. 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.

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 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.

(c) The Owner agrees to retain the maximum number of existing trees, consistent with good subdivision design and conservation practices.

11. 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 may 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. WELL MONITORING PROGRAMME:

The well monitoring programme is outlined in Schedule "F" attached hereto.

14. PANCAKE LANE WATERMAIN:

(a) The Owner hereby agrees to fully fund the cost of extending a 150mm diameter watermain on Pancake Lane to service the five properties involved in the well monitoring programme should the well quality monitoring indicate deterioration in water quality during the course of the subdivision development. Such obligation shall be released upon formal assumption of the subdivision by the Town.

(b) The Owner shall deposit, with the Town, an irrevocable Letter of Credit from a Canadian Chartered Bank, Trust Company, or Credit Union for an amount equal to 100% of the estimated cost of construction of the watermain and services, such cost to be established by the Town Engineer.

(c) The Letter of Credit shall remain in effect until formal assumption of the subdivision by the Town, or the watermain construction is completed.

(d) In the event that initial testing of the well supplies indicate the majority of the properties (minimum 3 out of 5 properties listed in Schedule "F" under the heading "Well Monitoring Locations") are already contaminated then this clause shall be deleted in its entirety.

15. 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".

16. 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.

17. 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 19 of this agreement, to the date of final acceptance of the subdivision by the Town.

18. 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 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 "J". All elevations shown on Schedule "J" 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.

19. 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.

20. 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.

21. NIAGARA PENINSULA CONSERVATION AUTHORITY:

The Owner covenants and agrees to prepare and submit, to the Town, site plans and individual lot grading plans for lots 39 to 47 and Block 102. These plans are to be in conformity with the overall Conservation Authority approved grading and drainage plan for the subdivision.

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

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, addressing down stream effects of storm water from the site and its retention on site where feasible for the approval of the Town and the Ministry of Environment and Energy.

23. 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.

24. 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 "L", "M", and "N".

25. FENCING:

The Owner shall pay for the whole cost of and construct a five (5) foot high chain link fence along the westerly limit of the subdivision from the south limit of lot 29 to the north west point of lot 39.

26. 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.

27. 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 32, 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.

28. 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 32 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 32 of this agreement.

29. 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.

30. 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 31(C)] the Owner shall clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto.

31. (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) 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;
- (iii) 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;
- (iv) fully functioning and pressurized watermains, hydrants and appurtenances;
- (v) rough grading of lots.

(b) Secondary Services:

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

(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 31(A) (a) upon receiving a written request from the Owner.

(b) Upon receipt of the list of deficiencies as issued by the Town Engineer, the Owner shall forthwith proceed to rectify such deficiencies and upon the Town Engineer being satisfied that such deficiencies have been rectified, the Town Engineer 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 31 (C) (c).

(C) ACCEPTANCE OF ALL SUBDIVISION SERVICES:

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

- (i) Completion of the one (1) year maintenance period following installation of the 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 such services be placed on the one (1) year maintenance period and upon receipt of such written request, the Town Engineer shall carry out inspections of the primary and secondary services as the Town Engineer deems appropriate. Upon completion of such inspections, the Town Engineer 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 Town Engineer 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 of the subdivision services by written request addressed to the Town Engineer. Upon receipt of such written request, the Town Engineer shall carry out an inspection of the primary and secondary services and if any deficiencies are discovered as a result of such inspection, the Town Engineer shall issue a list of deficiencies to the Owner. Upon the Owner rectifying such deficiencies to the satisfaction of the Town Engineer, the Town Engineer 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.

32. MAINTENANCE:

(a) The Owner guarantees 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 until final acceptance by the Town.

(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.

33. 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 to the satisfaction of the Town Engineer.

(b) The Owner acknowledges that no building permits will be issued for Phase 1 and nothing herein shall compel the Town to issue building permits for Phase 1 until such time as all primary services within Phase 1 are completed and operational to the satisfaction of the Town Engineer.

(c) The Owner further acknowledges that no building permits will be issued for Phase 2 and nothing herein shall compel the Town to issue building permits for Phase 2 until such time as all primary services within Phase 2 are completed and operational to the satisfaction of the Town Engineer.

34. 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 18 (Lot Grading Plan), and the requirements of Schedule "J", which shall be in perpetuity.

35. 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.

36. 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 secondary services as set out in clause 31(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.

37. 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, if the Owner does not diligently discharge the Lien within thirty (30) days of its 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.

38. 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.

39. WATER FRONTAGE CHARGES:

The Owner shall pay to the Town the sum of \$2,635.27 as payment for previous exempt now assessable water frontage charges along Canboro Road representing a total of 322.95 feet at the rate of \$9.08 per foot.

40. 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.

41. 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".

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. PHASE 1 - 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 5)	\$15,000.00
(b) preliminary engineering costs (clause 35)	1,055.99
(c) the cost of power (clause 24) unless other satisfactory arrangements have been made with Ontario Hydro	
(d) local improvement charges (clause 38)	
(e) street sign costs (clause 26) (\$250 each installation)	
(f) legal costs (clause 43)	<u>2,000.00</u>
TOTAL	\$ <u>18,055.99</u>

(B) LETTER 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)	\$ 656,000.00
(b) Construction Lien Act Security Deposit (clause 37)	97,500.00
(c) Pancake Lane Watermain (clause 14)	<u>99,000.00</u>
TOTAL	\$ <u>854,500.00</u>

44. PHASE 2 - LETTER OF CREDIT:

The Owner shall, prior to the construction of primary services in Phase 2, deposit a letter of credit equal to the sum of:

(a) Construction of Services (clause 7)	\$262,000.00
(b) Construction Lien Act Security Deposit (clause 37)	<u>36,000.00</u>
TOTAL	\$ <u>298,000.00</u>

45. 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 44(A) and 44(B) and 45 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.

46. 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.

47. 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 Branner*

(CLERK

(*Mary Hallett*

(

(CANBERRA FIVE PROPERTIES LTD.

(

(*A. Bassiano*

(PRESIDENT

TABLE OF SCHEDULES

LEGAL DESCRIPTION	A
EASEMENTS	B
SANITARY SEWER SYSTEM	C
STORM SEWERS & SURFACE DRAINAGE	D
WATERMAINS	E
WELL MONITORING PROGRAMME	F
ROADWAYS	G
SIDEWALKS	H
TREES AND SODDING/SEEDING	I
LOT GRADING PLAN	J
STREET SIGNS	K
HYDRO SERVICE	L
TELEPHONE SERVICE	
& CABLE TELEVISION SERVICE	M
GAS SERVICE	N
BUILDING RESTRICTIONS	O

SCHEDULE
" A "
LEGAL DESCRIPTION

Parcel Plan-1, Section 59M- 22/

Lots 1-95 inclusive and

Blocks 97-105 inclusive, Plan 59M- 22/

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 northerly 2.536m of Lot 7
- (2) The southerly irregular 2.5m (158.36m²) of Lot 6
- (3) The southerly 2.5m of Lot 91
- (4) The northerly irregular 2.5m and westerly irregular 6.5 of Lot 90
- (5) 3.0m between Lot 13 and 14
- (6) The easterly irregular 2.037 (224.06m²) of Block 102
- (7) 3.0m between Lot 54 and 55
- (8) 3.0m between Lot 59 and 60
- (9) The westerly 3.0m of Lot 67
- (10) 3.0m between Lot 75 and 76

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

- (1) 5.0m between Lot 25 and 26

Not all of the above easements are 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 , 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 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.

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 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 19, 20, 21, and 22 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 "

WELL MONITORING PROGRAMME

OAKRIDGE ESTATES SUBDIVISION

TOWN OF PELHAM

TESTING PARAMETERS

(Revised July 15, 1991)

Four samples (one set) will be taken from each of the five (5) wells and will be tested as follows:

- 1) One sample from each well shall be used to test for the following (as recommended by the Ministry of the Environment):
 - o Ammonia
 - o Nitrate
 - o Chloride
 - o Total Phosphorous
 - o Metals - Copper, Iron, Zinc, Lead and Chromium

The testing will be conducted by Walker Laboratories

- 2) Three samples from each well shall be used to test for the following:
 - o Total Coliform
 - o Fecal Coliform

The testing will be conducted by the Health Unit via the Town of Pelham.

Results from 1) and 2) will be summarized by Proctor & Redfern Limited and a report will be sent to all parties on the distribution list.

S C H E D U L E
" F " (con't)

WELL MONITORING PROGRAMME

OAKRIDGE ESTATES SUBDIVISION
TOWN OF PELHAM
REPORT FORMAT AND DISTRIBUTION LIST

- 1) Identify the location and date of sampling as well as the weather on the date of sampling.
- 2 a) The first report will describe the location of the well with respect to existing buildings and surface drainage, along with the structural integrity of the well.
- 2 b) Subsequent reports will indicate if any changes have occurred in surface drainage or structural integrity of the well from the last report.
- 3) List testing parameters, results of tests and safe limit for each parameter.
- 4) Brief discussion of results
- 5) Conclusions and recommendations (if any)

Report Distribution List

Mr. P. Homenuck - Institute of Environmental Research (1985) Inc.
Mrs. & Mrs. D. Tirone - 203 Pancake Lane
Mr. H. Homenuck - 215 Pancake Lane
Mr. G. Rowan - 230 Pancake Lane
Mr. O. Dipasquale - 231 Pancake Lane
Mr. & Mrs. M. Walker - 238 Pancake Lane
Mr. M. Basciano - Mountainview Homes
Mr. M. Heikoop - Upper Canada Consultants
Mr. J. Bernardi - Town of Pelham
Mr. A. Mannell - Town of Pelham

Well Monitoring Locations

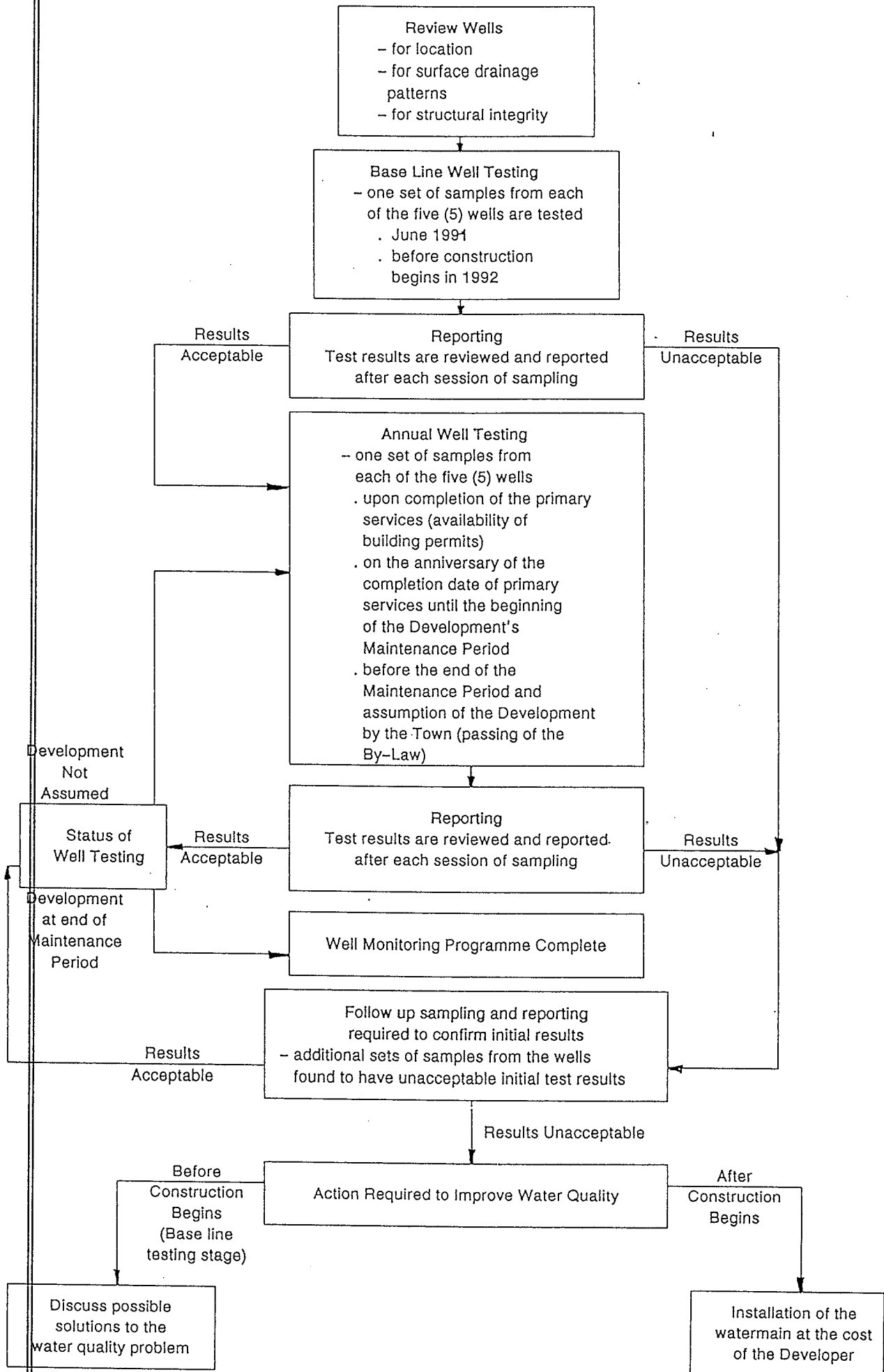
- 1) Mr. & Mrs. D. Tirone - 203 Pancake Lane
- 2) Mr. H. Homenuck - 215 Pancake Lane
- 3) Mr. G. Rowan - 230 Pancake Lane
- 4) Mr. O. Dispasquale - 231 Pancake Lane
- 5) Mr. & Mrs. M. Walker - 238 Pancake Lane

SCHEDULE

" F " (con't)

WELL MONITORING PROGRAMME

Oakridge Estates Subdivision
 Town of Pelham
 Well Monitoring Programme
 Flow Chart
 (Revised July 15, 1991)



S C H E D U L E

" G "

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

" H "

SIDEWALKS

The Owners shall construct sidewalks within and/or adjacent to the subdivision as approved by the Town Engineer. Sidewalk locations are indicated on Schedule "J".

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

" I "

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 -

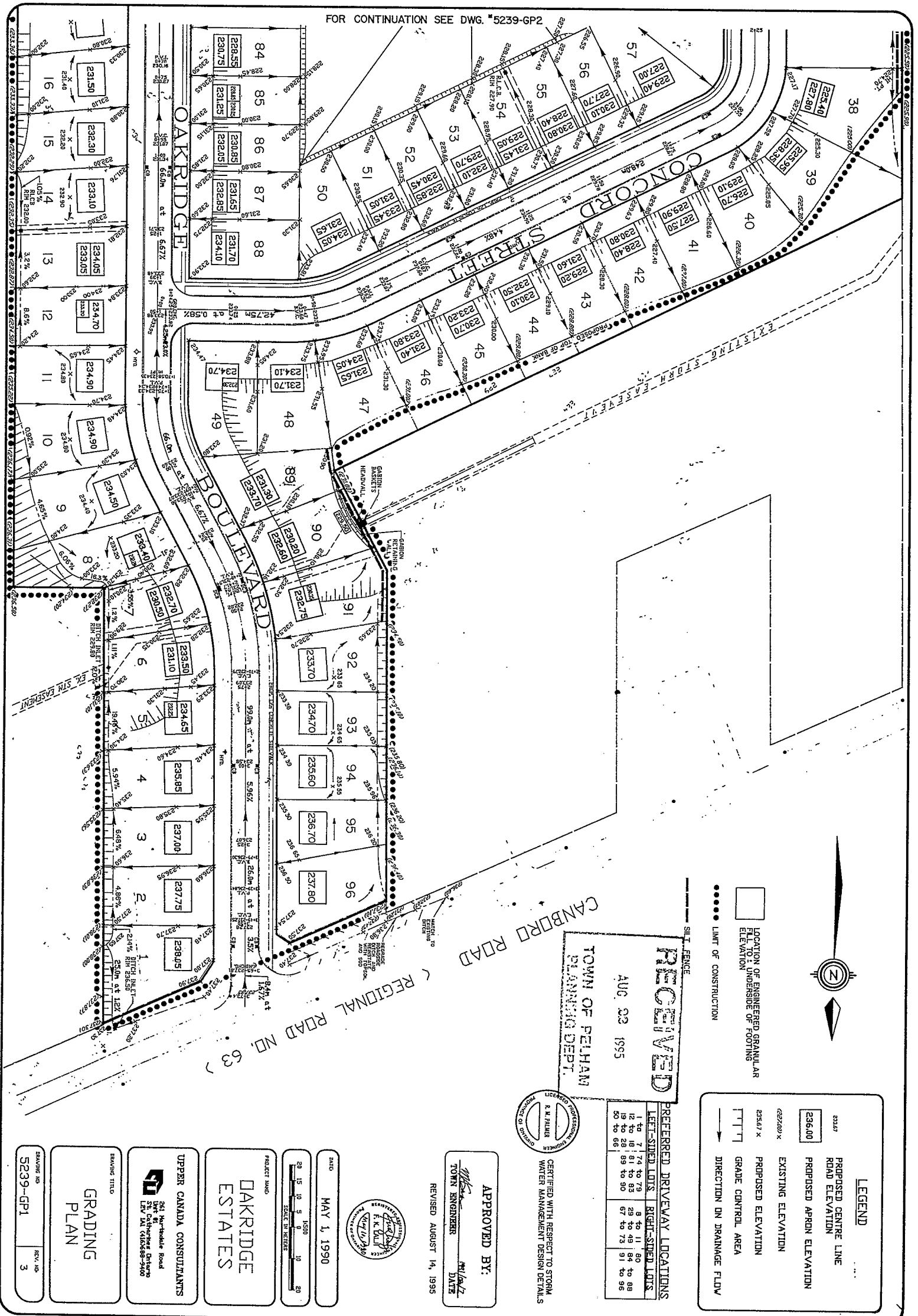
Norway Maple, Locusts and Flowering Crab, 4m to 4.5m in height with a calliper of 3.8cm to 5cm. The trees shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

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, stakes or unstaked as required.

SCHEDULE
" J "
LOT GRADING PLAN

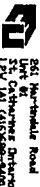


SCHEDULE
" J "
LOT GRADING PLAN

RECEIVED
APR 20 1995
TOWN OF PELHAM
PLANNING DEPT.

DAKRIGE
ESTATES

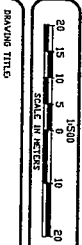
UPPER CANADA CONSULTANTS



DRAWING NO.
5239-GP2

GRADING
PLAN

DATE
APRIL 16, 1990



APPROVED BY:

TOWN ENGINEER
DATE

PREFERRED DRIVEWAY LOCATIONS

LEFT-SIDED LOTS	RIGHT-SIDED LOTS
1 to 7	8 to 11
12 to 18	12 to 15
20 to 29	16 to 19
31 to 41	20 to 23
42 to 51	24 to 27
52 to 61	28 to 31
62 to 71	32 to 35
72 to 81	36 to 39
82 to 91	40 to 43
92 to 101	44 to 47
102 to 111	48 to 51
112 to 121	52 to 55
122 to 131	56 to 59
132 to 141	60 to 63
142 to 151	64 to 67
152 to 161	68 to 71
162 to 171	72 to 75
172 to 181	76 to 79
182 to 191	80 to 83
192 to 201	84 to 87
202 to 211	88 to 91
212 to 221	92 to 95
222 to 231	96 to 99
232 to 241	100 to 103
242 to 251	104 to 107
252 to 261	108 to 111
262 to 271	112 to 115
272 to 281	116 to 119
282 to 291	120 to 123
292 to 301	124 to 127
302 to 311	128 to 131
312 to 321	132 to 135
322 to 331	136 to 139
332 to 341	140 to 143
342 to 351	144 to 147
352 to 361	148 to 151
362 to 371	152 to 155
372 to 381	156 to 159
382 to 391	160 to 163
392 to 401	164 to 167
402 to 411	168 to 171
412 to 421	172 to 175
422 to 431	176 to 179
432 to 441	180 to 183
442 to 451	184 to 187
452 to 461	188 to 191
462 to 471	192 to 195
472 to 481	196 to 199
482 to 491	200 to 203
492 to 501	204 to 207
502 to 511	208 to 211
512 to 521	212 to 215
522 to 531	216 to 219
532 to 541	220 to 223
542 to 551	224 to 227
552 to 561	228 to 231
562 to 571	232 to 235
572 to 581	236 to 239
582 to 591	240 to 243
592 to 601	244 to 247
602 to 611	248 to 251
612 to 621	252 to 255
622 to 631	256 to 259
632 to 641	260 to 263
642 to 651	264 to 267
652 to 661	268 to 271
662 to 671	272 to 275
672 to 681	276 to 279
682 to 691	280 to 283
692 to 701	284 to 287
702 to 711	288 to 291
712 to 721	292 to 295
722 to 731	296 to 299
732 to 741	300 to 303
742 to 751	304 to 307
752 to 761	308 to 311
762 to 771	312 to 315
772 to 781	316 to 319
782 to 791	320 to 323
792 to 801	324 to 327
802 to 811	328 to 331
812 to 821	332 to 335
822 to 831	336 to 339
832 to 841	340 to 343
842 to 851	344 to 347
852 to 861	348 to 351
862 to 871	352 to 355
872 to 881	356 to 359
882 to 891	360 to 363
892 to 901	364 to 367
902 to 911	368 to 371
912 to 921	372 to 375
922 to 931	376 to 379
932 to 941	380 to 383
942 to 951	384 to 387
952 to 961	388 to 391
962 to 971	392 to 395
972 to 981	396 to 399
982 to 991	400 to 403
992 to 1001	404 to 407
1002 to 1011	408 to 411
1012 to 1021	412 to 415
1022 to 1031	416 to 419
1032 to 1041	420 to 423
1042 to 1051	424 to 427
1052 to 1061	428 to 431
1062 to 1071	432 to 435
1072 to 1081	436 to 439
1082 to 1091	440 to 443
1092 to 1101	444 to 447
1102 to 1111	448 to 451
1112 to 1121	452 to 455
1122 to 1131	456 to 459
1132 to 1141	460 to 463
1142 to 1151	464 to 467
1152 to 1161	468 to 471
1162 to 1171	472 to 475
1172 to 1181	476 to 479
1182 to 1191	480 to 483
1192 to 1201	484 to 487
1202 to 1211	488 to 491
1212 to 1221	492 to 495
1222 to 1231	496 to 499
1232 to 1241	500 to 503
1242 to 1251	504 to 507
1252 to 1261	508 to 511
1262 to 1271	512 to 515
1272 to 1281	516 to 519
1282 to 1291	520 to 523
1292 to 1301	524 to 527
1302 to 1311	528 to 531
1312 to 1321	532 to 535
1322 to 1331	536 to 539
1332 to 1341	540 to 543
1342 to 1351	544 to 547
1352 to 1361	548 to 551
1362 to 1371	552 to 555
1372 to 1381	556 to 559
1382 to 1391	560 to 563
1392 to 1401	564 to 567
1402 to 1411	568 to 571
1412 to 1421	572 to 575
1422 to 1431	576 to 579
1432 to 1441	580 to 583
1442 to 1451	584 to 587
1452 to 1461	588 to 591
1462 to 1471	592 to 595
1472 to 1481	596 to 599
1482 to 1491	600 to 603
1492 to 1501	604 to 607
1502 to 1511	608 to 611
1512 to 1521	612 to 615
1522 to 1531	616 to 619
1532 to 1541	620 to 623
1542 to 1551	624 to 627
1552 to 1561	628 to 631
1562 to 1571	632 to 635
1572 to 1581	636 to 639
1582 to 1591	640 to 643
1592 to 1601	644 to 647
1602 to 1611	648 to 651
1612 to 1621	652 to 655
1622 to 1631	656 to 659
1632 to 1641	660 to 663
1642 to 1651	664 to 667
1652 to 1661	668 to 671
1662 to 1671	672 to 675
1672 to 1681	676 to 679
1682 to 1691	680 to 683
1692 to 1701	684 to 687
1702 to 1711	688 to 691
1712 to 1721	692 to 695
1722 to 1731	696 to 699
1732 to 1741	700 to 703
1742 to 1751	704 to 707
1752 to 1761	708 to 711
1762 to 1771	712 to 715
1772 to 1781	716 to 719
1782 to 1791	720 to 723
1792 to 1801	724 to 727
1802 to 1811	728 to 731
1812 to 1821	732 to 735
1822 to 1831	736 to 739
1832 to 1841	740 to 743
1842 to 1851	744 to 747
1852 to 1861	748 to 751
1862 to 1871	752 to 755
1872 to 1881	756 to 759
1882 to 1891	760 to 763
1892 to 1901	764 to 767
1902 to 1911	768 to 771
1912 to 1921	772 to 775
1922 to 1931	776 to 779
1932 to 1941	780 to 783
1942 to 1951	784 to 787
1952 to 1961	788 to 791
1962 to 1971	792 to 795
1972 to 1981	796 to 799
1982 to 1991	800 to 803
1992 to 2001	804 to 807
2002 to 2011	808 to 811
2012 to 2021	812 to 815
2022 to 2031	816 to 819
2032 to 2041	820 to 823
2042 to 2051	824 to 827
2052 to 2061	828 to 831
2062 to 2071	832 to 835
2072 to 2081	836 to 839
2082 to 2091	840 to 843
2092 to 2101	844 to 847
2102 to 2111	848 to 851
2112 to 2121	852 to 855
2122 to 2131	856 to 859
2132 to 2141	860 to 863
2142 to 2151	864 to 867
2152 to 2161	868 to 871
2162 to 2171	872 to 875
2172 to 2181	876 to 879
2182 to 2191	880 to 883
2192 to 2201	884 to 887
2202 to 2211	888 to 891
2212 to 2221	892 to 895
2222 to 2231	896 to 899
2232 to 2241	900 to 903
2242 to 2251	904 to 907
2252 to 2261	908 to 911
2262 to 2271	912 to 915
2272 to 2281	916 to 919
2282 to 2291	920 to 923
2292 to 2301	924 to 927
2302 to 2311	928 to 931
2312 to 2321	932 to 935
2322 to 2331	936 to 939
2332 to 2341	940 to 943
2342 to 2351	944 to 947
2352 to 2361	948 to 951
2362 to 2371	952 to 955
2372 to 2381	956 to 959
2382 to 2391	960 to 963
2392 to 2401	964 to 967
2402 to 2411	968 to 971
2412 to 2421	972 to 975
2422 to 2431	976 to 979
2432 to 2441	980 to 983
2442 to 2451	984 to 987
2452 to 2461	988 to 991
2462 to 2471	992 to 995
2472 to 2481	996 to 999
2482 to 2491	1000 to 1003
2492 to 2501	1004 to 1007
2502 to 2511	1008 to 1011
2512 to 2521	1012 to 1015
2522 to 2531	1016 to 1019
2532 to 2541	1020 to 1023
2542 to 2551	1024 to 1027
2552 to 2561	1028 to 1031
2562 to 2571	1032 to 1035
2572 to 2581	1036 to 1039
2582 to 2591	1040 to 1043
2592 to 2601	1044 to 1047
2602 to 2611	1048 to 1051
2612 to 2621	1052 to 1055
2622 to 2631	1056 to 1059
2632 to 2641	1060 to 1063
2642 to 2651	1064 to 1067
2652 to 2661	1068 to 1071
2662 to 2671	1072 to 1075
2672 to 2681	1076 to 1079
2682 to 2691	1080 to 1083
2692 to 2701	1084 to 1087
2702 to 2711	1088 to 1091
2712 to 2721	1092 to 1095
2722 to 2731	1096 to 1099
2732 to 2741	1100 to 1103
2742 to 2751	1104 to 1107
2752 to 2761	1108 to 1111
2762 to 2771	1112 to 1115
2772 to 2781	1116 to 1119
2782 to 2791	1120 to 1123
2792 to 2801	1124 to 1127
2802 to 2811	1128 to 1131
2812 to 2821	1132 to 1135
2822 to 2831	1136 to 1139
2832 to 2841	1140 to 1143
2842 to 2851	1144 to 1147
2852 to 2861	1148 to 1151
2862 to 2871	1152 to 1155
2872 to 2881	1156 to 1159
2882 to 2891	1160 to 1163
2892 to 2901	1164 to 1167
2902 to 2911	1168 to 1171
2912 to 2921	1172 to 1175
2922 to 2931	1176 to 1179
2932 to 2941	1180 to 1183
2942 to 2951	1184 to 1187
2952 to 2961	1188 to 1191
2962 to 2971	1192 to 1195
2972 to 2981	1196 to 1199
2982 to 2991	1200 to 1203
2992 to 3001	1204 to 1207
3002 to 3011	1208 to 1211
3012 to 3021	1212 to 1215
3022 to 3031	1216 to 1219
3032 to 3041	1220 to 1223
3042 to 3051	1224 to 1227
3052 to 3061	1228 to 1231
3062 to 3071	1232 to 1235
3072 to 3081	1236 to 1239
3082 to 3091	1240 to 1243
3092 to 3101	1244 to 1247
3102 to 3111	1248 to 1251
3112 to 3121	1252 to 1255
3122 to 3131	1256 to 1259
3132 to 3141	1260 to 1263
3142 to 3151	1264 to 1267
3152 to 3161	1268 to 1271
3162 to 3171	1272 to 1275
3172 to 3181	1276 to 1279
3182 to 3191	1280 to 1283
3192 to 3201	1284 to 1287
3202 to 3211	1288 to 1291
3212 to 3221	1292 to 1295
3222 to 3231	1296 to 1299
3232 to 3241	1300 to 1303
3242 to 3251	1304 to 1307
3252 to 3261	1308 to 1311
3262 to 3271	1312 to 1315
3272 to 3281	1316 to 1319
3282 to 3291	1320 to 1323
3292 to 3301	1324 to 1327
3302 to 3311	1328 to 1331
3312 to 3321	1332 to 1335
3322 to 3331	1336 to 1339
3332 to 3341	1340 to 1343
3342 to 3351	1344 to 1347
3352 to 3361	1348 to 1351
3362 to 3371	1352 to 1355
3372 to 3381	1356 to 1359
3382 to 3391	1360 to 1363
3392 to 3401	1364 to 1367
3402 to 3411	1368 to 1371
3412 to 3421	1372 to 1375
3422 to 3431	1376 to 1379
3432 to 3441	1380 to 1383
3442 to 3451	1384 to 1387
3452 to 3461	1388 to 1391
3462 to 3471	1392 to 1395
3472 to 3481	1396 to 1399
3482 to 3491	1400 to 1403
3492 to 3501	1404 to 1407
3502 to 3511	1408 to 1411
3512 to 3521	1412 to 1415
3522 to 3531	1416 to 1419
3532 to 3541	1420 to 1423
3542 to 3551	1424 to 1427
3552 to 3561	1428 to 1431
3562 to 3571	1432 to 1435
3572 to 3581	1436 to 1439
3582 to 3591	1440 to 1443
3592 to 3601	1444 to 1447
3602 to 3611	1448 to 1451
3612 to 3621	1452 to 1455
3622 to 3631	1456 to 1459
3632 to 3641	1460 to 1463
3642 to 3651	1464 to 1467
3652 to 3661	1468 to 1471
3662 to 3671	1472 to 1475
3672 to 3681	1476 to 1479
3682 to 3691	1480 to 1483
3692 to 3701	1484 to 1487
3702 to 3711	1488 to 1491
3712 to 3721	1492 to 1495
3722 to 3731	1496 to 1499
3732 to 3741	1500 to 1503
3742 to 3751	1504 to 1507
3752 to 3761	1508 to 1511
3762 to 3771	1512 to 1515
3772 to 3781	1516 to 1519
3782 to 3791	1520 to 1523
3792 to 3801	1524 to 1527
3802 to 3811	1528 to 1531
3812 to 3821	1532 to 1535
3822 to 3831	1536 to 1539
3832 to 3841	1540 to 1543
3842 to 3851	1544 to 1547
3852 to 3861	

S C H E D U L E

" K "

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

" L "

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

" M "

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 "

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

" O "

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

" O " (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 seed 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

"O" (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.