

FOR OFFICE USE ONLY

LT 112650

CERTIFICATE OF RECEIPT  
RECEPTE

NIAGRA SOUTH/SUD(55)WELLAND

'96 10 8 10 27

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry

Land Titles

(2) Page 1 of 14 pages

(3) Property Identifier(s)

Block

Property

Additional:  
See  
Schedule

(4) Nature of Document

Notice of  
Site Plan Agreement

(5) Consideration

Dollars \$

(6) Description

Parcel 61-1, Section 59M-2R  
Block 61, Plan 59M-218  
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 937776 Ontario Inc., and hereby applies under Section 71 of the Land Titles Act for the entry of a Notice of Site Plan Agreement in the register for the said parcel.

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

937776 ONTARIO INC.  
(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

BROOKS, BIELBY & SMITH  
PER:

1996 10 01

(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

Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this *12th* day of *September*, 1996 A.D.

BETWEEN:

937776 ONTARIO INC.

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 purports to be the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto;

AND WHEREAS the Owner is desirous of constructing ten (10) street townhouse dwelling units in accordance with Schedules "B", "C", "D" and "E" attached hereto, being the site plan, service plans, lot drainage plan and elevations plan, respectively, filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said development subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows: -

1. DEFINITIONS in this agreement: -

(a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.

(b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "DIRECTOR" shall mean the Director of Operations of the Town of Pelham.

(d) "TREASURER" shall mean the Treasurer of the Corporation of the Town of Pelham.

(e) "CHIEF BUILDING OFFICIAL" shall mean the Chief Building Official of the Corporation of the Town of Pelham.

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

(g) "PROFESSIONAL ARCHITECT" shall mean a Professional Architect registered with the Ontario Association of Architects.

(h) "FACILITIES AND WORKS" means and includes those facilities and works which are shown on or referred to in any one or more of the plans and drawings and schedules to this agreement.

2. The Owner agrees to develop and maintain the lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

3. (a) The Owner agrees to perform any and all construction and installation on the said lands in accordance with the terms and conditions contained herein and as shown on Schedules "B", "C", "D" and "E" attached hereto and forming part of this agreement to the reasonable satisfaction of the Town.

(b) And further, the Owner agrees not to perform any construction or installation on the said lands except in accordance with the terms and conditions contained herein and shown on said Schedules "B", "C", "D" and "E" attached hereto and forming part of this agreement and to the reasonable satisfaction of the Town.

4. STORM DRAINAGE FACILITIES:

(a) The Owner shall, at its own expense, construct a storm sewer system and outlet on the site to adequately serve the development proposed on the said lands, such construction to be in accordance with specifications and a design approved by the Director and filed in the Town's offices prior to the issuance of a building permit. The Owner further undertakes, at its own expense, to repair and forever maintain the storm sewer system located on the said lands.

(b) The Owner covenants and agrees that roof water drainage from all of the buildings located on the said lands shall not be directed, via eavestroughs and roof water leaders, directly to the underground storm sewer system but shall be directed away from the building and towards the storm drainage collection system.

(c) The above noted stormwater management facility on the site shall be maintained in proper operating condition at all times.

5. SANITARY SEWERS:

(a) The Owner shall, at its own expense, construct a sanitary sewer lateral on the said lands to adequately serve the dwelling units to be erected thereon, such construction to be in accordance with specifications and a design approved by the Director and filed in the Town's offices prior to the issuance of a building permit.

6. HYDRO:

(a) The Owner shall cause to be installed, at its own expense, an underground hydro system to serve the development, in accordance with the plans and specifications approved by Ontario Hydro.

7. PARKING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, paved asphalt parking areas, 1 (one) parking space per dwelling unit.

8. GRADING AND LANDSCAPING:

(a) The Owner agrees to have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed grading plan for the site, said plans to clearly indicate the existing drainage pattern on all adjacent lands and provide for the direction of all surface drainage, including water from adjacent lands originally flowing through, into or over the area of the site, to the street storm sewer system or other outlet approved by the Director. This grading plan shall be approved by the Director. This grading plan shall be approved by the Director prior to the execution of this agreement.

(b) The Owner agrees to submit a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule "D" to this agreement have been complied with.

(c) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the lands not required for building, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved site plan.

(d) Unless otherwise approved or required by the Town, the Owner agrees not to alter the grades of or remove trees or other vegetation from the said lands until such time as a building permit is issued for the construction of the buildings contemplated herein on the said lands.

9. WATER SUPPLY:

(a) The Owner shall, at its own expense, construct, install and forever maintain all necessary connections and all internal water supply services necessary to serve the dwelling units, such construction to be in accordance with the requirements of and with specifications and a design approved by the Director and filed in the Town's offices prior to the issuance of a building permit.

(b) The Owner shall comply with the provisions of the Ontario Water Resources Act, and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.

10. BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the construction of the dwelling units on the lands described in Schedule "A" in accordance with Schedules "B", "C", "D" and "E" attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

11. ADMINISTRATIVE AND CONSULTING COSTS:

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

12. ENGINEERING:

(a) (i) For the purposes hereof the term "works" means any and all works required to be carried out within the road allowance of Beckett Crescent.

(ii) The Owner shall pay to the Town the sum of \$2,500.00 to cover the expense of inspection of the works by the Director.

13. DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this agreement the Owners will pay to the Town a deposit to guarantee their compliance with this agreement in the amount of 100% of the estimated value of the facilities and works required pursuant to this agreement (as such estimate is provided by the Owners and accepted by the Town); such estimated value being the sum of \$29,000.00 as set out in Schedule "F" attached hereto and forming part of this agreement.

(b) Such deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Treasurer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with any terms of this agreement.

(d) Upon completion of the facilities and works, a Professional Engineer, Architect or both shall confirm in writing that the approved plans appended hereto have been complied with. When notice has been received of such compliance the Chief Building Official shall confirm such compliance and such deposit, less any amounts expended to enforce compliance with this agreement and any amounts refunded or reduced as the work required by this agreement progresses, shall be returned to the Owner, without interest.

(e) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the works required herein to be completed.

(f) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the facilities and works pursuant to this agreement.

(g) The Owner agrees that all of the facilities and works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition.

14. GENERAL:

(a) The Owner shall maintain and keep in repair driveways and access servicing the buildings located in the development.

(b) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the said lands for the purpose of inspection of any facilities and works referred to in this agreement and for the purpose of the completion of any facilities and works in accordance with this clause and this agreement.

(c) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance or existence of any facilities and works done by the Owner, its contractors, servants or agents on the land described in Schedule "A" annexed hereto or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required facilities and works in accordance with this clause and this agreement.

15. The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

16. The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said lands and the burden of the covenants contained in this agreement shall be deemed to be negative and shall run with and be binding upon the lands described in said Schedule "A" to and for the Town, its successors and assigns.

17. The Owner agrees and consents to the registration of notice of this agreement against the said lands described in said Schedule "A" attached hereto.


18. This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this agreement or any negligence of any such person in the performance of the said obligation.


19. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the agreement or at the time of the execution of this agreement, whichever is applicable.

20. The Owner agrees that all plans shall be drawn by a Professional Architect or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

IN WITNESS WHEREOF the Parties hereto have duly executed this agreement as of the date and year first above written.

THE CORPORATION OF THE TOWN OF PELHAM

PER:   
Mayor - Ralph Beamer

PER:   
Clerk - Murray Hackett

937776 ONTARIO INC.

PER:   
Mike Hasani

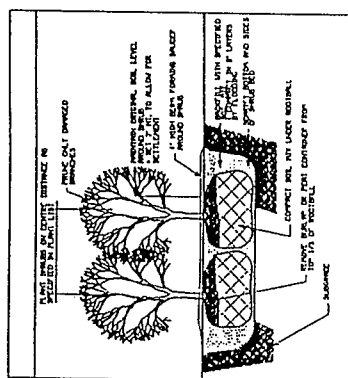
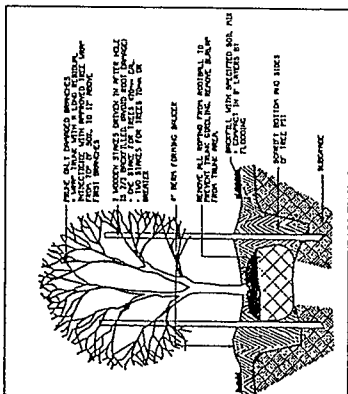


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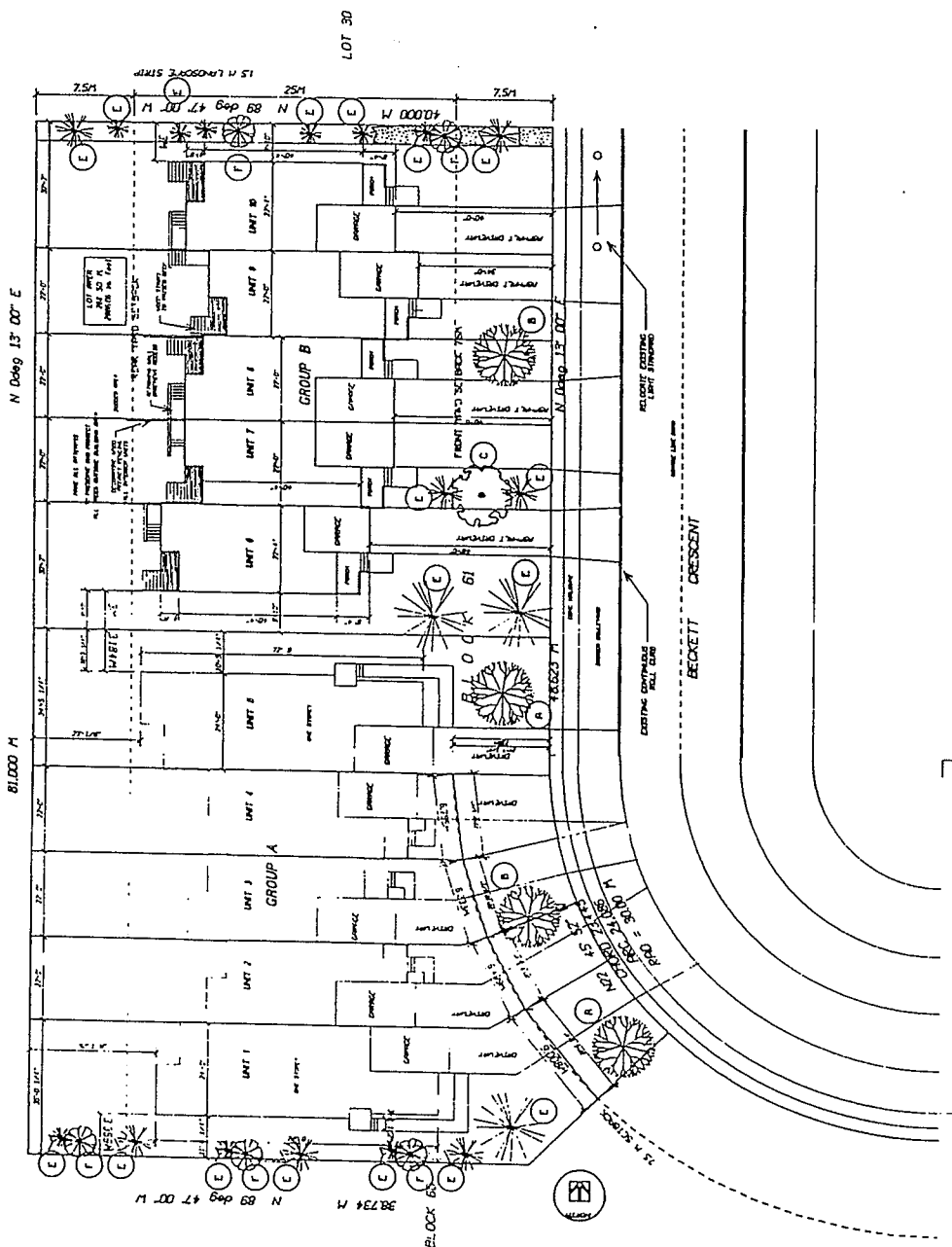
SCHEDULE " A "

In the Town of Pelham, in the Regional Municipality of Niagara and being composed of Block  
61, Registered Plan 59M-10218

SCHEDULE "B"



PLANT SCHEDULE				HT. CCL	NOTES
KEY No:	SYSTEMATIC	NAME			
A	2	PEER PLANTAINIDES	CRUSON KING APPLE	15 mm CCL	B B B
B	2	PEER PLANTAINIDES	NOVART APPLE	15 mm CCL	B B B
C	1	GLADITHIA	SUMMIT LOGIST	15 mm CCL	B B B
D	D	SORBUS ALPINA	EUROPEAN MOUNTAIN FISH	15 mm CCL	B B B
E	E	PHILUS NIGRA	AUSTRIAN PINE	10 mm CCL	B B B
F	F	PHILUS PROFUSION	PROFUSION CARB APPLE	125 cm HC/HT	B B B
G	G	CONOS ALBA	SILVERLEAF DOGWOOD	10 mm CCL	POTTED
H	H	DOZILLOPSA	POTTED ROOMA	10 mm CCL	POTTED
J	J	DOZILLOPSA	DOZILLOPSA	10 mm CCL	POTTED
K	K				
L	L				

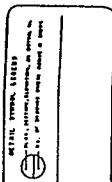
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**NOTE**

CONTRACTORS MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR ALL, MEASUREMENT AND INCORPORATION IN THE ARCHITECT'S DESIGN. CONSTRUCTION OF WALL POINTS ARE NOT TO BE SKIPPED.

ALL MEASUREMENTS AND THE PROPERTIES OF THE ARCHITECTRY ARE NOT TO BE DIFFERED FROM THE DESIGN. DISCREPANCIES OF MEASUREMENTS IN WALLS SHALL BE TAKEN INTO CONSIDERATION WITHOUT THE ARCHITECT'S PERMISSION.

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GENERAL NOTES

**belvedere**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

04025 7716

**PRO-20**

## TOWNHOMES

DAIMLER WOODS

**Block 81**

WATER-IMPERMEABLE POLYMER

**LEADING TITLE**

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## SITE PLAN

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**C O L E**

DATE

127 003 0114

NOTE: 10/20/97

SECRET

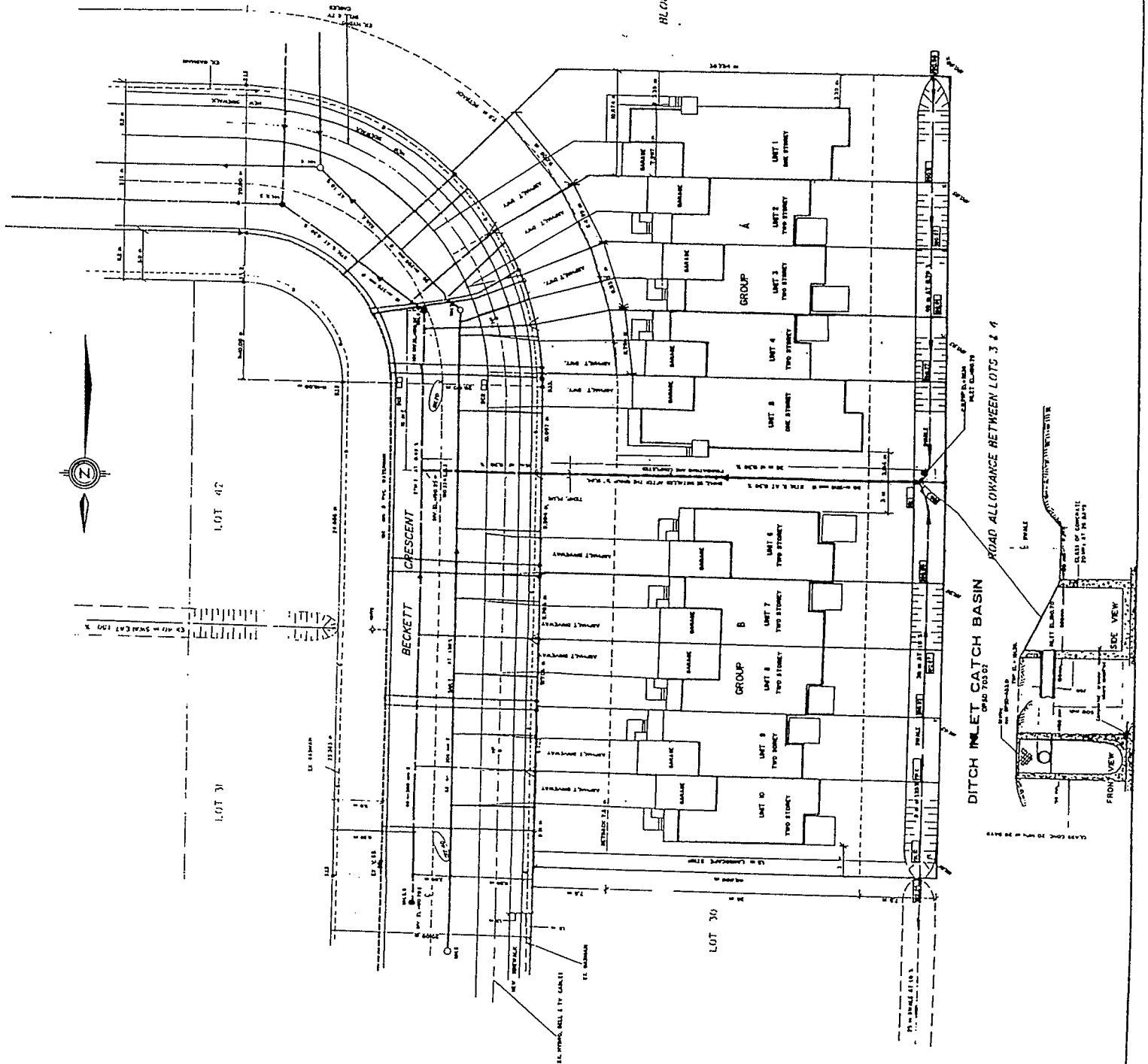
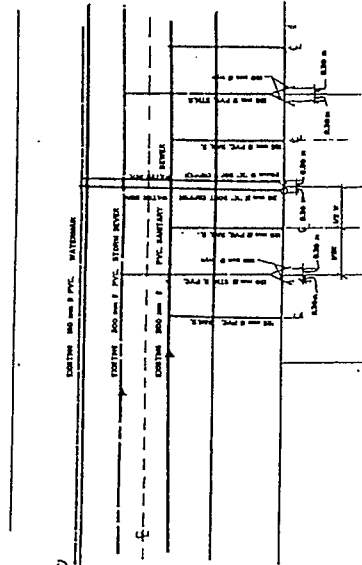
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SCHEDULE "C"

## SERVICES

- c. Barring for watermains I services
  - d. Water bedding CLASS "B"
1. At PVC, verify sewer joint that, at least, it is ASTM SPECIFICATIONS D3034-74, DR-35 PVC Sewer and Storm Service, ASTM D1482-73, DR-28 straight manhole.
  2. All water services shall conform to AWWA Standard and shall be 10 mm Dia. Type 1 or 2 PVC MODEL.
  3. All gas service shall conform to AWWA Standard and shall be 10 mm Dia. Type 1 or 2 PVC STANDARD GAS M (20 mm thickness) installed in accordance with DP-16-RD-03 Types "B", "C", "D".
  4. As storm and sanitary service, tubing connections and cellular bases shall be fitted with standard approved fittings.
  5. As water supply service, connection to be subject to test TOWN OF PELHAM's and LOCAL UTILITIES CO. approved and location within the street.
  6. All installation showing existing arrangement to be laid with approved drainage "X".
  7. All new water supply connection and replacement to be completed, as required by the TOWN OF PELHAM, before the final trenching.
  8. All utilities used for underground services shall be approved by the TOWN OF PELHAM before any purchase is made.
  9. All drains and sewers must conform to Plumbing Regulations No. 715, Ontario Planning Commission are completed.
  10. The front ditch bed, Cellular and 25 m. of Ch. bed and be located after the Group "B" bedding foundations are completed.
  11. Upon completion of trenching at Well, the hole against cover it to be replaced entirely from top to curb from the authority and all construction in the vicinity shall be constructed.
  12. Slope to be constructed prior to paving driveway.
  13. Street light to be indicated at Unit 8.

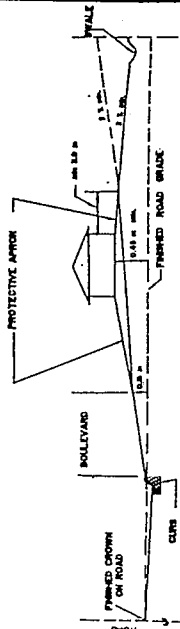
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SCHEDULE "D"

GRADING

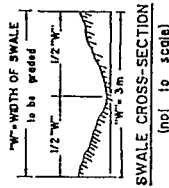
1. All elevations are to the existing topography and ground elevations shown on the plan is supplied for the purpose of grading. It is the responsibility of the contractor to verify the field and for grading that the area shown is correct.
2. All ground surfaces shall be graded without the creation of any spots or ponding areas, unless specifically indicated otherwise. Grading shall be in accordance with the following:
3. Minimum acceptable finished surface elevations shall be 1.0 per cent for graded areas, and 0.5 per cent for paved areas where practicable.



TYPICAL CROSS-SECTION  
(not to scale)

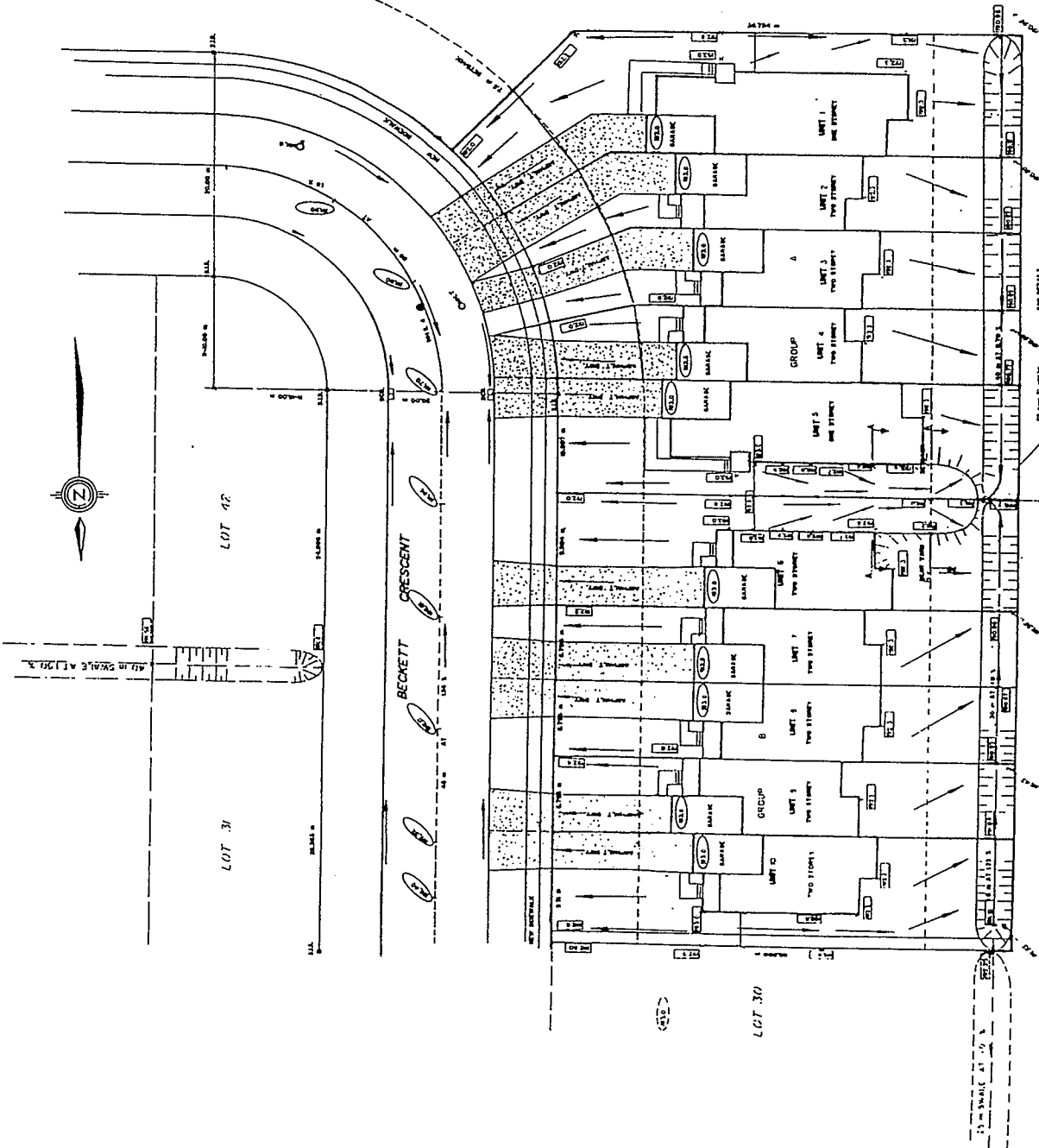
LEGEND

- Details existing ground elevations.
- Details final elevations of proposed or existing, for ground elevation ground surface of building.
- Details elevations of existing line of pavement.
- Details elevations of all drainage.
- Details catch basin, enable catch basin.
- Details proposed finished elevations.
- Details proposed elevations for construction.

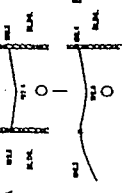


BLOCK 60

PLANCO ENGINEERING LIMITED	
CONSULTING ENGINEERS	
TOWN OF PELHAM	
DANIEL WOODS EXTENSION	
TONNAGES	
LOT DRAINAGE PLAN	
SHEET NO. 10-11	
SHEET NO. 10-12	




ROAD ALLOWANCE BETWEEN LOTS 3 & 4



CROSS-SECTION BETWEEN LOTS 3 & 4

SCHEDULE "E"



**NOTES**

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND VARIATIONS.

NO.	DATE	REVISION
1	12/1/2018	ISSUED FOR PERMIT

**MATERIAL SPECIFICATIONS**

1. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

**GENERAL NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND VARIATIONS.

**belvedere**

ARCHITECT

**PROJECT TITLE**

PROPOSED TOWNHOMES  
DANLON WOODS

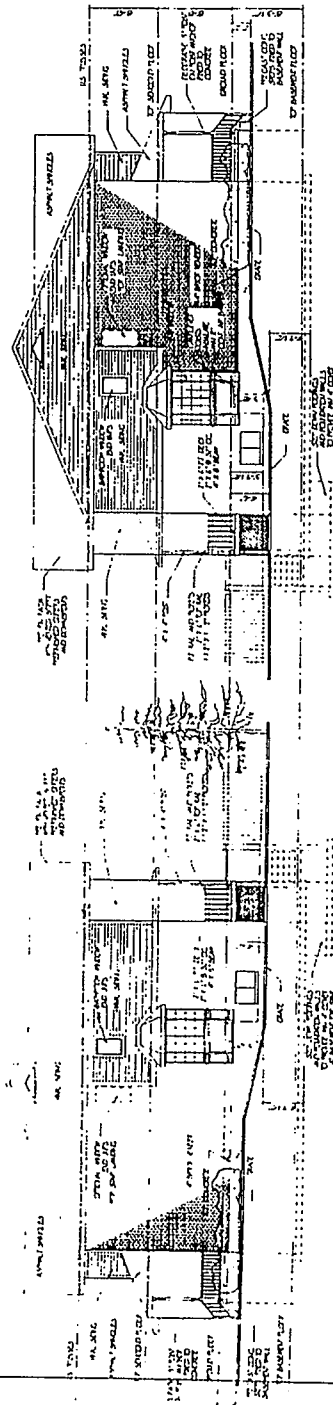
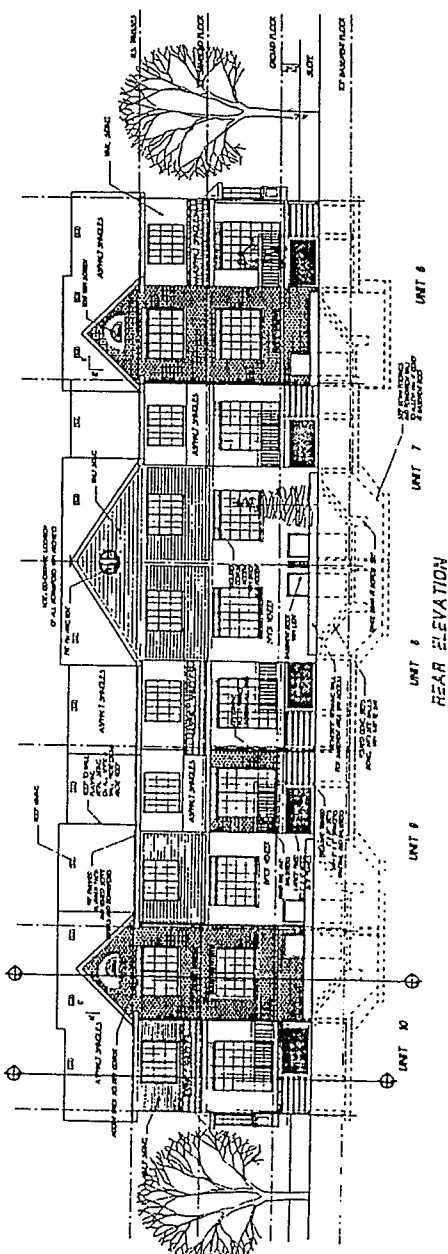
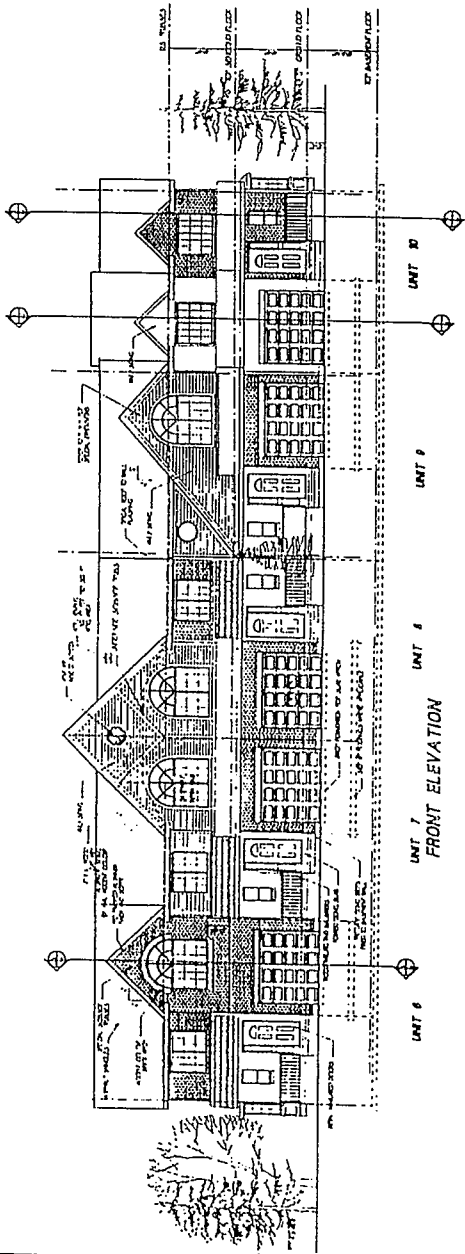
**LOCATION**

BLOCK 81  
BECKETT CRESCENT, FLEMING  
STATION, N.Y.

**TYPICAL ELEVATIONS**

**REVISIONS**

NO.	DATE	REVISION
1	12/1/2018	ISSUED FOR PERMIT



SCHEDULE " F "

DEPOSIT FOR FACILITIES AND WORKS

The site work cost estimates are as follows:

	<u>Cost Estimate</u>
1. Beckett Crescent Reinstatement	\$10,000.00
2. Asphalt Paving (Driveways)	2,000.00
3. Storm Sewer and Rear Yard Catchbasin	3,000.00
4. Storm Sewer Laterals	4,000.00
5. Sanitary Sewer Laterals	4,000.00
6. Water Services	4,000.00
7. Landscaping	2,000.00
TOTAL ESTIMATED COSTS	<u>\$29,000.00</u>