

FOR OFFICE USE ONLY

736107

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD(59)WELLAND

NOV 06 1997

Margaret Hadley
ACTING LAND REGISTRAR
REGISTRATEUR PROVISOIRE

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 7 pages

(3) Property Identifier(s) Block Property

Additional:
See
Schedule

(4) Nature of Document
Notice of
Site Plan Agreement

(5) Consideration

Dollars \$

(6) Description
Part of Lots 4 and 5, Plan 708
Town of Pelham, Regional Municipality
of Niagara, designated as Parts 1-4
inclusive, on Plan 59R-10038

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch

(b) Schedule for:
Description ☒ Additional
Parties ☐ Other ☒

(8) This Document provides as follows:

See Site Plan Agreement attached.

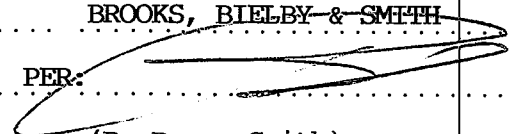
Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

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

THE CORPORATION OF THE TOWN OF PELHAM
(Town/Applicant)
by its solicitors
BROOKS, BIELBY & SMITH

PER: 
(R. Bruce Smith)

1997 11 05

(11) Address for Service

P. O. Box 400, Fonthill, Ontario, L0S 1E0

(12) Party(ies) (Set out Status or Interest)

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

HADLEY, Margaret
(Owner)

(13) Address for Service

661 Foss Road, Fenwick, Ontario, L0S 1C0

(14) Municipal Address of Property

Haist Court
Fonthill, Ontario
L0S 1E0

(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
RBS:pm

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Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this *6th* day of *October*, 1997 A.D.

BETWEEN:

Margaret HADLEY

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

1. DEFINITIONS in this Agreement: -

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

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

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

(d) "DIRECTOR OF PLANNING SERVICES" shall mean the Director of Planning Services of the Corporation of the Town of Pelham.

2. WHEREAS the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" and have applied to the Land Division Committee of the Regional Municipality of Niagara for consent under application B279/97 and have obtained such consents subject to conditions;

AND WHEREAS the decision of the Land Division Committee was conditional upon, among other things, the entering into an Agreement by the Owner and the Town;

AND WHEREAS the Town requires the Owner, before final approval of the consents, to agree to certain terms and conditions for the development for which approval is sought;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town approving the said proposed development, and in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owners to the Town (the receipt thereof is hereby acknowledge), the Parties hereto mutually covenant and agree as follows:

(1) REGISTRATION:

(a) The Owner covenants and agrees to the registration of this Agreement against the lots which have been created by the consents granted by the Land Division Committee of the Regional Municipality of Niagara.

(b) 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.

(c) The Owner covenants for himself, his 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.

(2) PARKS DEDICATION:

The Owner shall pay to the Town the sum of \$2,000.00 as payment of cash in substitution for the conveyance of 5% of the land to the Town for parks purposes.

(3) 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 Charge by-law in effect at the time of issuance of the building permit.

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

(5) TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" to this agreement and shall pay all taxes on this property on the present basis of assessment, whether previously levied or not, until such time as the lands being subdivided have been assessed according to the parcels created by the consent. The Owner further agrees that when the said lands have been reassessed, to pay all current taxes as established by the reassessment, or any additional amounts as thereby required.

(6) WATER SERVICES:

The Owner shall at his own expense construct water connections (laterals) to the lot from the street main to the street line. Such laterals shall be constructed to Town Standards and be approved by the Town.

(7) SANITARY SEWERS:

(a) The Owner shall at his own expense construct sanitary connections (laterals) to the lot from the street sewer to the street line. The sanitary sewer lateral shall be a minimum of 125mm diameter building sewer pipe or equal acceptable to the Director

of Operations, and with proper fittings designed by the Director of Operations construction standards.

(b) 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 the 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.

(8) 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, to the satisfaction of the Director of Operations.

(9) LANDSCAPE PLAN:

The Owner agrees to landscape the land described in Schedule "A" attached hereto in accordance with the Landscape Plan dated May 6, 1997, attached hereto as Schedule "B". Minor changes to the Landscape Plan may be permitted subject to the approval of the Director of Planning Services.

(10) SITE AND GRADING PLAN:

The Owner shall be responsible for providing, at his expense, a Site and Grading Plan for the land described in Schedule "A" attached hereto; said plan to meet with the approval of the Director of Operations. The said plan shall show, among other things, the intended description of flow of storm water to, within and from the lot on the plan. The said Site and Grading Plan, dated May 6, 1997, shall be attached to this Agreement as Schedule "C". All elevations shown on Schedule "C" shall be maintained after construction of any building or structure upon the lands affected. Minor changes to the Site and Grading Plan may be permitted subject to the approval of the Director of Operations.

(11) GEOTECHNICAL INVESTIGATION:

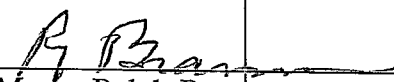
The Owner shall be responsible for implementing the recommendations contained in the McGlone & Associates Ltd. Geotechnical Investigation dated December 24, 1993.

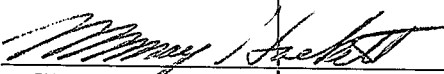
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

SIGNED, SEALED AND
DELIVERED

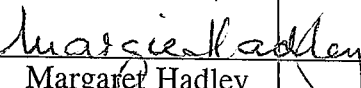
THE CORPORATION OF THE TOWN OF PELHAM


- In the Presence of -

PER: 
Mayor Ralph Beamer

PER: 
Clerk Murray Hackett

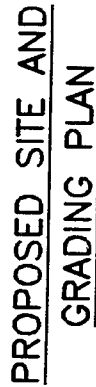
We have authority to bind the corporation

PER: 
Margaret Hadley


As to the signature of
Margaret Hadley

SCHEDULE "A"
LEGAL DESCRIPTION

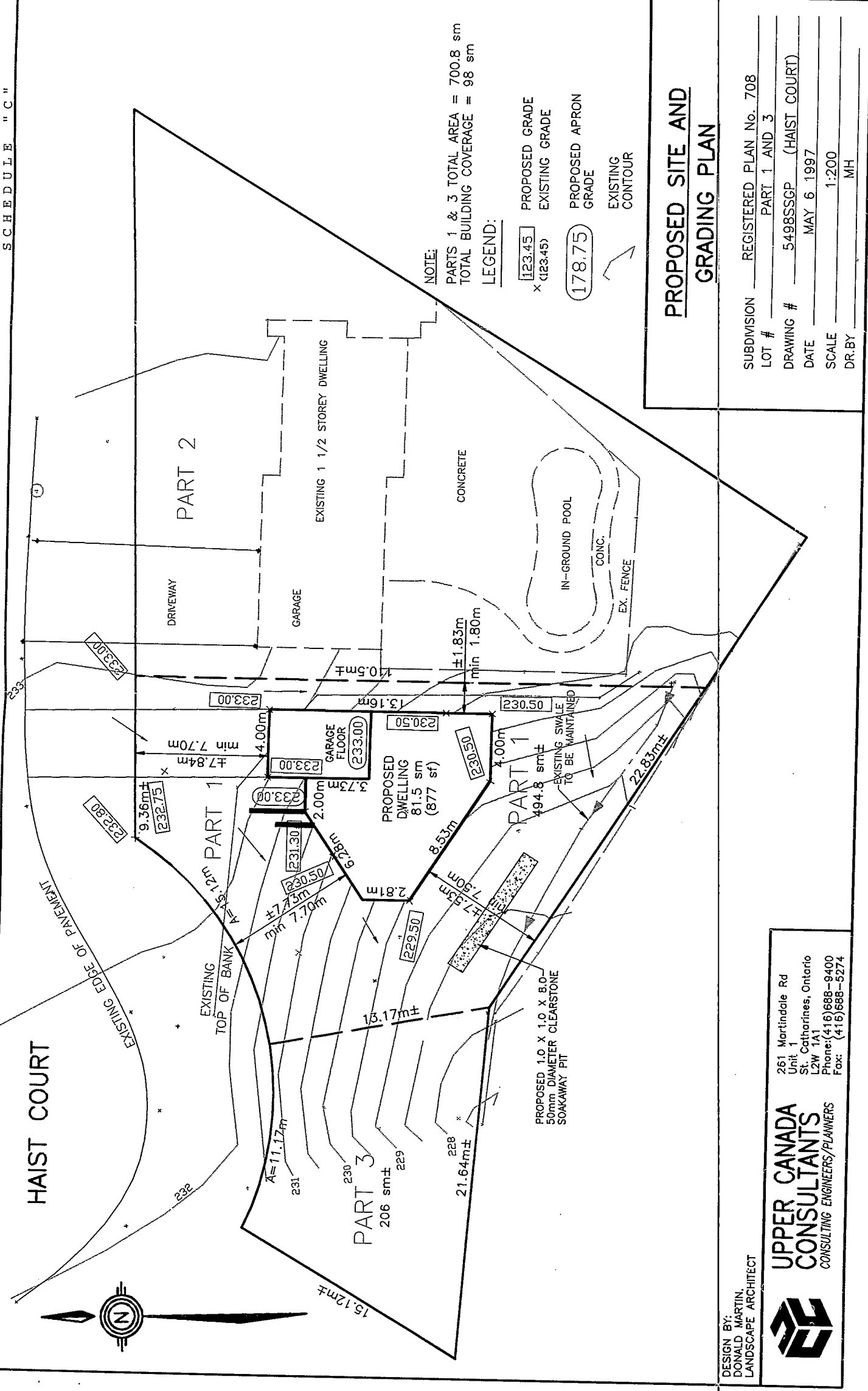
Parts of Lot 4 and 5, Plan 708, Town of Pelham, Regional Municipality of Niagara, more particularly described as Parts 1, 2, 3 and 4 of Plan 59R-10038.



**UPPER CANADA
CONSULTANTS**
CONSULTING ENGINEERS/PLANNERS

261 Martindale Rd
Unit 1
St. Catharines, Ontario
L2W 1A1
Phone: (416) 688-9400
Fax: (416) 688-5274

SUBDIVISION _____ REGISTERED PLAN No. 708
 LOT # _____ PART 1 AND 3
 DRAWING # _____ 549SSGP (HAIST COURT
 DATE _____ MAY 6 1997
 SCALE _____ 1:200
 DR.BY _____ MH



PROPOSED SITE AND GRADING PLAN

SUBDIVISION	REGISTERED PLAN No. 708
LOT #	PART 1 AND 3
DRAWING #	5498SSGP (HAIST COURT)
DATE	MAY 6 1997
SCALE	1:200
DR. BY	MH

DESIGN BY:
DONALD MARTIN,
LANDSCAPE ARCHITECT



UPPER CANADA
CONSULTANTS
CONSULTING ENGINEERS/PLANNERS

261 Martindale Rd
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