



FOR OFFICE USE ONLY

LT124248  
CT 124249

CERTIFICATE OF RECEIPT  
REGISTRATION  
NIAGARA SOUTH/CSD (59) WELAND

98 05 25 14 44

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 34 pages

(3) Property Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Nature of Document  
Development Agreement

(5) Consideration

NIL

Dollars \$

(6) Description  
Parcels 59-1, 59-2 and 60-1, Section 59M-218, being all of Blocks 59 and 60, 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 Daimler Properties Limited, Ronald Coleman Prickett and Dorothy Prickett, and hereby applies under Section 71 of the Land Titles Act for the entry of a Development 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

DAIMLER PROPERTIES LIMITED

PRICKETT, Ronald Coleman

PRICKETT, Dorothy  
(Owners)

(11) Address for Service DAIMLER - 44 Division Street, Welland, Ontario, L3B 3Z6  
PRICKETT - 174 Beckett Crescent, Fonthill, Ontario, L0S 1E0

(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 BY ITS SOLICITORS  
BROOKS, BIELBY & SMITH  
(Town/Applicant)

PER:

(R. Bruce Smith)

1998 05 25

(13) Address

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

(14) Municipal Address of Property

Beckett Crescent  
Fonthill, Ontario

(15) Document Prepared by:

Brooks, Bielby & Smith  
247 East Main Street  
Welland, Ontario  
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

**BECKETT MILLS DEVELOPMENT  
DEVELOPMENT AGREEMENT  
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THIS INDENTURE made in triplicate this 21st day of May, 1998 A.D.

BETWEEN:

DAIMLER PROPERTIES LIMITED

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

RONALD COLEMAN PRICKETT and DOROTHY PRICKETT

Hereinafter called the "Pricketts"

OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE THIRD 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 WHEREAS the Pricketts are the owners of the lands in the Town of Pelham described in Schedule "A-1" attached hereto.

AND WHEREAS the Town requires the Owner, before registration of the proposed development, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such development or that part of such development for which approval is sought and to agree to the other provisions herein contained;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said proposed development, 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) "DIRECTOR" shall mean the Director of Operations of the Corporation of the Town of Pelham.
- (d) "TOWN CONSULTING ENGINEER" shall mean the Consulting Engineer of the Corporation of the Town of Pelham as appointed by Council.
- (e) "TREASURER" shall mean the Director of Financial Services of the Corporation of the Town of Pelham.
- (f) "CHIEF BUILDING OFFICIAL" shall mean the Director of Building and Enforcement Services of the Corporation of the Town of Pelham.
- (g) "REGION" shall mean the Regional Municipality of Niagara.
- (h) "PROFESSIONAL ENGINEER" shall mean a Professional Engineer registered with the Professional Engineers of Ontario.

(i) "OWNER" shall mean Daimler Properties Limited 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" and "A-1".

(j) "PHASE 1" shall mean Units #6 to #18.

(k) "PHASE 2" shall mean Units #19 to #33.

2. REGISTRATION:

The Owner covenants and agrees:

(a) to register this agreement against the lands described in Schedule "A" and "A-1".

3. TRANSFER TO TOWN FOR MUNICIPAL PURPOSES:

The Owner shall:

(a) dedicate to the Town the road allowances shown as Parts 4, 9 and 10 on the Reference Plan 59R-10283, attached hereto.

(b) grant by way of easement to the Town those areas as described in Schedule "B".

The Owner covenants and agrees that all transfer of land to the Town as set out above shall be free and clear of all encumbrances.

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 Director.

(b) The Owner shall file with the Director 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 Director, prior to the acceptance of the works by the Director, 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 Director;
  - (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 CONSULTING ENGINEER & ENGINEERING FEES:

(a) The Town Consulting Engineer will have a Field Representative on site 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 the Professional Engineers of Ontario 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 Consulting Engineer in connection with the development 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 Consulting 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 estimated amount of \$12,000.00. The Owner agrees that if the actual engineering fees are less than the estimated amount, the balance will be returned to the Owner without interest and if the engineering fees are more than the estimated amount of \$12,000.00 the difference will be paid by the Owner to the Town within 30 days of receiving an invoice. Failure to pay such invoice(s) may result in the termination of field representation by the Town.

(e) Any work performed by the Town Consulting Engineer pursuant to the provisions of this agreement shall not be deemed to be an assumption by the Town Consulting 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 Director of Operations, 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, Regional Municipality of Niagara and the Town Consulting 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 Director of Operations.

(b) The Owner shall provide to the Director 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 its agents, Regional Municipality of Niagara and Town Consulting 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 Director, and all materials required for the said works shall be supplied to the specifications and directions of the Director.

10. STRIPPING TOPSOIL AND TREE REMOVAL:

(a) The Owner shall not remove any topsoil from the lands described in Schedule "A" and "A-1" attached hereto without first obtaining written approval from the Director.

(b) The Owner shall remove from all road allowances, any trees, brush, growth, or surplus, or other material as may be designated by the Director 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 Director, the Director 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.

11. ROUGH GRADING ROADS:

The Owner agrees to rough grade all roads connected with the development of the land to the Director'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 Director.

13. 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".

14. 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 occupancy of the home as provided for in the Ontario Building Code and to the satisfaction of the Director.

15. STORM SEWER:

(a) 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 and on the natural water occasioned by the operation of the storm sewers.

16. 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" and "A-1" attached to meet with the approval of the Director of Operations. 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 "H". All elevations shown on Schedule "H" 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 Director of Operations.

(b) The Owner agrees that prior to the issuance by the Town of a building permit for any lot or block, it shall have prepared, by an Ontario Land Surveyor or by a Professional Engineer, a detailed individual block 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.

17. 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 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.

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

19. 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 "J", "K" and "L".

20. 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.

21. 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, the Town's employees and consultants, until the issue of the certificate referred to in clause 22, 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" and "A-1" 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.

22. 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 21 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 21 of this agreement.

23. 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 development. 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.

24. CLEANING SEWERS AFTER ROAD CONSTRUCTION

Prior to the acceptance of the underground services and prior to acceptance of the development services [clause 25(C)], the Owner shall clean and video camera the storm and sanitary sewers serving the lands described in Schedule "A" and "A-1" attached hereto.

25. (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 Director of Operations, 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, temporary storm water detention facilities, 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 including asphalt ramping;
- (iv) fully functioning and pressurized watermain, hydrants and appurtenances;
- (v) rough grading of lots to within  $\pm 300\text{mm}$  of final grade;
- (vi) fencing of detention pond.

(b) Secondary Services:

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

25. (B) ACCEPTANCE OF UNDERGROUND SERVICES:

(a) The Town agrees to accept the underground services (storm and sanitary sewers and watermain) two (2) years after the completion of the primary services as described in clause 25(A) upon receiving a written request from the Owner.

(b) Upon receipt of the list of deficiencies as issued by the Director of Operations, the Owner shall forthwith proceed to rectify such deficiencies and upon the Director being satisfied that such deficiencies have been rectified, the Director 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 watermain before the expiration of the one (1) year maintenance period as described in clause 25(C)(c).

25. (C) ACCEPTANCE OF DEVELOPMENT SERVICES:

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

- (i) Completion of the one year maintenance period following installation of primary and secondary services; and,
- (ii) Completion of construction of 80% 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 Director of Operations shall carry out inspections of the primary and secondary services as the Director of Operations deems appropriate. Upon completion of such inspections, the Director of Operations 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 Director of Operations 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 development services by written request addressed to the Director of Operations. Upon receipt of such written request, the Director of Operations shall carry out an inspection of the primary and secondary services and if any deficiencies are discovered as a result of such inspection, the Director of Operations shall issue a list of deficiencies to the Owner. Upon the Owner rectifying such deficiencies to the satisfaction of the Director of Operations, the Director of Operations shall prepare a report to the Town Council recommending acceptance of the development services and the Town agrees to pass the appropriate by-law accepting ownership of the development.

26. MAINTENANCE:

(a) The Owner guarantees proper functioning of all of the primary and secondary services in a manner satisfactory to the Director of Operations, 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 Director of Operations, and upon payment of all financial requirements herein, the Director of Operations, 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.

27. COVENANTS TO RUN WITH THE LAND:

The Parties 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 and the Pricketts and their assigns and successors in title and owners from time to time of the lands described in Schedule "A" and "A-1" 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 16 (Lot Grading Plan), and the requirements of Schedule "H", which shall be in perpetuity.

28. 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.

29. 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 100% of the estimated costs of the secondary services as set out in clause 25(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, after the Owner has completed more than 50% of the primary services and 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. In any event, the amount of the Letter of Credit may be reduced to an amount which is not 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 development services by the Town, the Letter of Credit shall be returned to the Owner.

30. 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 development as estimated by the Director. 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 to the satisfaction of the Director, indicating that the developer has met all obligations under the Construction Lien Act.

31. LOCAL IMPROVEMENT CHARGES:

Not applicable.

32. 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.

33. TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property in Schedule "A" and "A-1" 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 developed have been assessed according to the registered reference plan, before final approval of the reference 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.

34. 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.

35. CASH DEPOSITS & LETTERS 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)	\$12,000.00
(b) the cost of power (clause 19) unless other satisfactory arrangements have been made with Ontario Hydro	
(c) street and traffic sign costs (clause 20) (\$250 each installation)	
(d) preliminary engineering and planning costs (clause 28)	
(e) local improvement charges (clause 31)	N/A
(f) legal costs (clause 34)	<u>2,000.00</u>

TOTAL	<u>\$14,000.00</u>
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(B) LETTER OF CREDIT:

The Owner shall, prior to the execution of this agreement and prior to the construction of primary services in Phase 1, deposit a letter of credit in the amount detailed in 35(C) below:

(C) PHASE 1 - LETTER OF CREDIT:

The Owner shall deposit a letter of credit equal to the sum of:

(a) Construction of Services (Clause 7)	\$58,000.00
(b) Construction Lien Act Security Deposit (Clause 30)	<u>9,500.00</u>
TOTAL	<u>\$67,500.00</u>

The Owner shall, prior to the construction of primary services in Phase 2, deposit a further letter of credit in the amount detailed in 35(D) below:

(D) PHASE 2 - LETTER OF CREDIT

The Owner shall deposit a letter of credit equal to the sum of:

(a) Construction of Services (Clause 7)	\$72,000.00
(b) Construction Lien Act Security Deposit (Clause 30)	<u>12,500.00</u>
TOTAL	<u>\$84,500.00</u>

36. RETURN OF PORTION OF DEPOSIT:

Upon acceptance of the development 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 35(A), (B), (C) and (D) 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.

37. LANDSCAPING:

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

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

38. SCHEDULES:

The provisions of all Schedules attached shall form part of this agreement.

39. OBLIGATIONS OF THE PRICKETTS

It is hereby acknowledged by the Parties hereto that the Pricketts are parties to this agreement because they are the owners of the lands described in Schedule "A-1" which said lands are subject to the terms of this agreement. The Pricketts shall not be required to make any financial contributions, perform any services, complete any of the works or perform any of the obligations as provided for in this agreement which are the responsibility of the Owner save and except that the Pricketts agree to be bound by their acknowledgement and agreement as contained in paragraph 27 of this agreement with respect to paragraphs 10, 16 and 17 and 37(b) as it relates to the lands described in Schedule "A-1".

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

SIGNED, SEALED & DELIVERED

) THE CORPORATION OF THE TOWN OF PELHAM

)

)

)

) Ralph Beamer  
MAYOR Ralph Beamer

)

)

) Murray Hackett  
CLERK Murray Hackett

)

) DAIMLER PROPERTIES LIMITED

)

)

) Mario Revacqua  
MARIO REVACQUA  
I have authority to bind the corporation

)

) Ronald Coleman Prickett

RONALD COLEMAN PRICKETT & DOROTHY PRICKETT

[Signature]  
Witness as to the signatures  
of Ronald Coleman Prickett and  
Dorothy Prickett

[Signature]

TABLE OF SCHEDULES

LEGAL DESCRIPTION	A and A-1
EASEMENTS	B
SANITARY SEWER SYSTEM	C
STORM SEWERS & SURFACE DRAINAGE	D
WATERMAINS	E
ROADWAYS	F
SODDING/SEEDING	G
LOT GRADING PLAN	H
STREET AND TRAFFIC SIGNS	I
HYDRO SERVICE	J
TELEPHONE SERVICE & CABLE TELEVISION SERVICE	K
GAS SERVICE	L
BUILDING RESTRICTIONS	M
LANDSCAPING	N
LANDSCAPE PLAN	O



## SCHEDULE

" A "

LEGAL DESCRIPTION**FIRSTLY:**

The remainder of Parcel 59-1, Section 59M-218, being Block 59, Plan 59M-218, save and except Part 2 on Plan 59R-10214, Town of Pelham, Regional Municipality of Niagara.

**SECONDLY:**

Parcel 60-1, Section 59M-218, being Block 60, Plan 59M-218, Town of Pelham, Regional Municipality of Niagara.

**SCHEDULE****" A1 "****LEGAL DESCRIPTION**

Parcel 59-2, Section 59M-218, being Part of Block 59, Plan 59M-218, designated as Part 2 on Plan 59R-10214, Town of Pelham, Regional Municipality of Niagara.

SCHEDULE

" B "

EASEMENTS

The following easements required for rear yard catchbasin storm sewer lead shall be conveyed to the Town, free and clear of all encumbrances:

- (1) 3m Part 1 on Reference Plan 59R-10283
- (2) 1.5m Part 6 on Reference Plan 59R-10283
- (3) 1.5m Part 7 on Reference Plan 59R-10283
- (4) 1.5m Part 12 on Reference Plan 59R-10214
- (5) 1.5m Part 13 on Reference Plan 59R-10214

## SCHEDULE

" 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 Director 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 Director may direct. Capacity shall be provided in the sanitary sewer system for all domestic wastes in accordance with the Town design criteria.

The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed or approved by the Director.

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

Minimum pipe size for local sewers is 200mm diameter. Standard manholes, of a type approved by the Director, shall be placed at a maximum spacing of 90m or as directed by the Director.

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 Director, and with the proper fittings designed in accordance with the Directors' construction standards.

Domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing 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 Director.

## SCHEDULE

" 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 Director 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 Director. Surface drainage shall be collected by means of catchbasins as per the current Town Standards.

PRIVATE DRAIN CONNECTIONS -

Foundation weeping tile on the lot shall be discharged onto a grassed area. Roof water will be discharged onto the ground.

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 Director. Nothing contained herein, however, derogates or detracts from the responsibility of the Owner as provided in clauses 16 and 17 of this agreement.

## SCHEDULE

" 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 Director 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 Director. All watermains shall be a minimum of 150mm in diameter, or in the opinion of the Director a sufficient size to service the development 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 development.

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 Director.

## SCHEDULE

" F "

ROADWAYSPAVEMENT -

The road shall be designated in accordance with the O.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 development, to the satisfaction of the Director.

DUST CONTROL -

The Owner shall provide dust control adequate in the opinion of the Director during the period of road usage prior to the placing of the asphalt surface.

## SCHEDULE

" G "

SODDING

The Owner shall provide that sodding 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 development by the Town.

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. Certain areas of extreme erosion such as swales and steep banks (3:1 slope or steeper) must be sodded using No. 1 quality sod, staked or unstaked as required.



## 25



## SCHEDULE

" I "

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.

## SCHEDULE

" J "

### 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.

## SCHEDULE

" K "

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.

## SCHEDULE

" L "

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.

## SCHEDULE

" M "

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.

SCHEDULE

" M " (cont.)

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.

## SCHEDULE

" M " (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.



## SCHEDULE

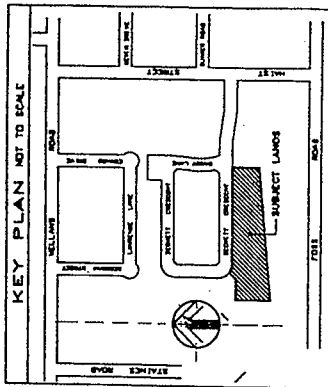
" N "

LANDSCAPING

The Owner shall develop the blocks to comply with the Landscape Plan being Drawing No. L-1 dated revised October 1997, attached hereto as Schedule "O" as approved and accepted by the Town. 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 and warranted for a minimum of one (1) year. Minor changes to Schedule "O" may be permitted subject to the approval of the Director of Operations.

The Owner shall preserve and maintain the existing trees within the development and landscape the development to comply with the Landscape Plan being Drawing No. L-1 dated revised October 1997, attached hereto as Schedule "O", approved and accepted by the Town. Minor changes may be permitted subject to the approval of the Director of Operations.

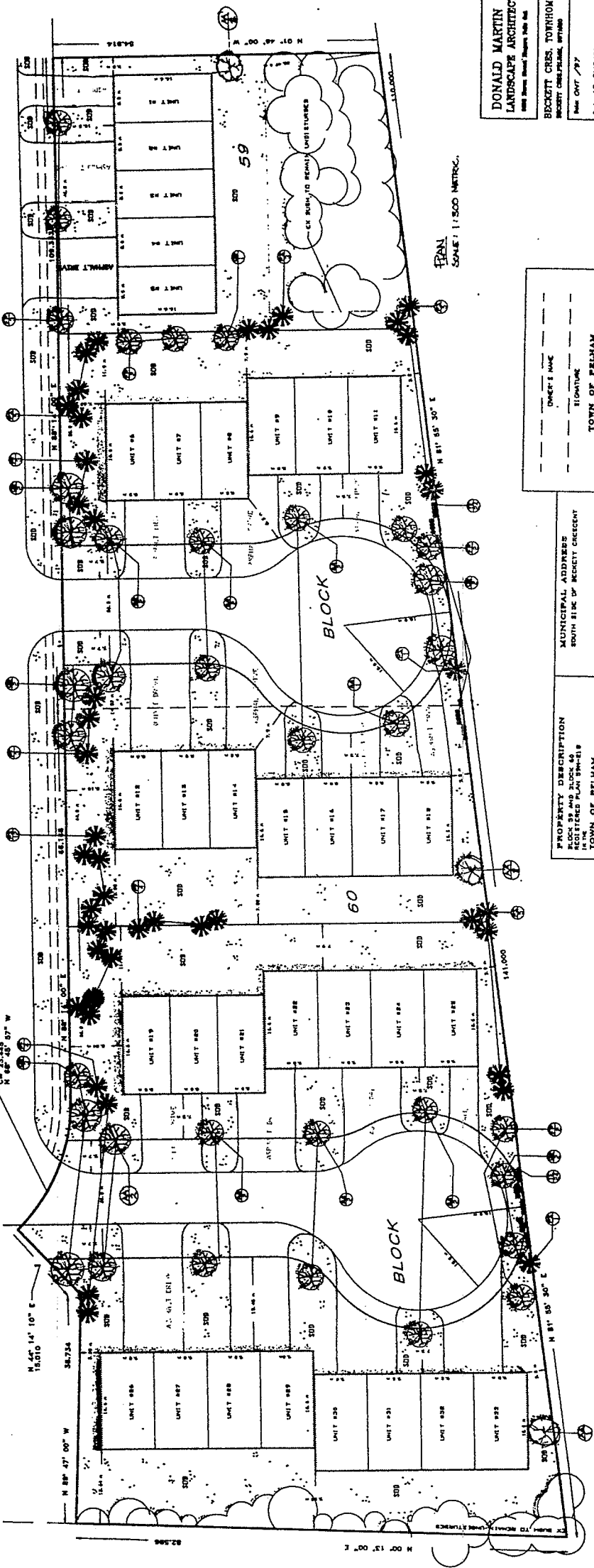
SCHEDULE  
" O "  
LANDSCAPE PLAN



PLAN

42	43	44	45	46	47	48	49	50	51	52	57
59 M - 218											

BECKETT CRESCENT



DONALD MARTIN  
LANDSCAPE ARCHITECT  
1000 ...  
BECKETT CRES. TOWNHOMES  
RECEIVED: ...  
DATE: OCT / 97  
Scale: AS SHOWN  
PLANNING  
LANDSCAPE  
CONCEPT

PROPERTY DESCRIPTION  
BLOCK 59 AND BLOCK 60  
REGISTERED PLAN 59-218  
TOWN OF PELHAM

MUNICIPAL ADDRESS  
SOUTH END OF BECKETT CRESCENT  
TOWN OF PELHAM

CONCEPT NAME  
SIGNATURE  
TOWN OF PELHAM  
CLERK  
MAYOR

DATE: OCTOBER 9, 1997  
REVISED  
01/97

CONCEPT DWS ISSUED

SCALE: 1:500

SUDA & MALESZYK SURVEYING INC.  
26 EAST MAIN STREET, SUITE 2  
WILLOW, ONTARIO L3B 3N3  
TEL: (905) 732-7651 FAX: (905) 732-7660  
FILE NO: 97-129 JOB NO: 1987

NOTE: THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL DESIGN SHALL BE BASED ON THE FINAL SURVEY AND ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.

COVERAGE TABLE	
TOTAL LOT AREA	17134 SQ. M.
PAVING AREA	4124.4 SQ. M.
LANDSCAPE COVERAGE	4384.9 SQ. M.
ROAD COVERAGE	3594.7 SQ. M.
PAVING COVERAGE	2106 SQ. M.
PAVING PRICES	64