

THIS AGREEMENT TO AMEND SUBDIVISION AGREEMENT DATED the 2nd day of March, A.D. 1973 and registered the 21st day of March, 1973 in the Registry Office for the Registry Division of Niagara South as No.183472 made in triplicate this 20th day of September, A.D. 1973.

BETWEEN:

RIVER REALTY DEVELOPMENT LIMITED, a
Company incorporated under the laws
of the Province of Ontario and having
its Head Office in the City of Niagara
Falls in the Regional Municipality of
Niagara,

hereinafter called the "OWNER"

OF THE FIRST PART

-- and --

THE CORPORATION OF THE TOWN OF PELHAM,
in the Regional Municipality of
Niagara,

hereinafter called the "TOWN"

OF THE SECOND PART

WHEREAS the Town and Marshville Limited as Owner entered into a Subdivision Agreement dated the 2nd day of March, 1973 and registered the 21st day of March, 1973 as No.183472 for the Registry Division of Niagara South to permit Marshville Limited as Owner to proceed with the development of a subdivision in Lot 3, Concession 9, Township of Pelham, now in the Town of Pelham, as described in Schedule "A" attached to said Agreement.

AND WHEREAS River Realty Development Limited has acquired all interest of Marshville Limited in the said lands, being Plan N.S. 23 for Niagara South, and has made Application to alter and amend Plan N.S. 23 and it is considered desirable and necessary to enter into this Agreement to reflect the alterations to Plan N.S. 23 and the changes and amendments to the Subdivision Agreement Number 183472 resulting from the alterations to Plan.N.S.23

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the Town approving the said proposed amended Plan of Subdivision and, in consideration of the sum of -----ONE (\$1.00)-----Dollar of lawful money of Canada now paid by the Owner to the Town (the receipt whereof is hereby acknowledged) the Parties hereto mutually agree and covenant as follows:

THE OWNER COVENANTS AND AGREES

- (a) To register this Agreement against every Lot and Parcel of land within the amended Plan 23 at the same time as the Plan is registered.

- (b) To register said Amended Plan in the Registry Office of the Registry Division of Niagara South within one month after approval of the Amended Plan as granted by the Minister.
- (c) That the execution of this Agreement does not in any way release the Owner from any obligations to perform all covenants and conditions set out in said Agreement No.183472, agreed to be done and performed by the Owner save and except as herein amended.
- (d) Schedule "A" in Agreement No.183472 is amended and replaced by Schedule "A" attached hereto and made a part of this Agreement.
- (e) Schedule "B" in Agreement No.183472 is repealed and Schedule "B" attached hereto and made a part of this Agreement is substituted therefor.
- (f) Paragraph No. 19 in Agreement No. 183472 is amended by deleting the figure and words 9.105 Acres and the figures \$16,389.00 and substituting therefor the following: - The Owner shall pay the Town the sum of \$1,800.00 per gross acre for a total acreage of 9,044 acres, i.e. \$ 16,279.20 for the purpose of expanding and renewing services within the Town limits.
- (g) Paragraph No. 20 of Agreement No.183472 is repealed and the following substituted therefor: The Owner shall pay the Town the sum of money equal to 5% of the fair evaluation of the lands described in Schedule "A" (based on the evaluation of \$7,200.00 per acre) as required under the provisions of Section 28 (5) and (8) of The Planning Act.
- (h) Paragraph 3 of Schedule "g" is repealed and the following substituted therefor: All trees along the rear of Lots 30, 31, 32 and 34 will be preserved.
- (i) Schedule "K" in Agreement No. 183472 is repealed and Schedule "K" attached hereto and forming a part of this Agreement is substituted therefor.

Agreement registered as No.183472 is amended only to the extent necessary

SCHEDULE "A"

DESCRIPTION OF BERKWOOD PARK TOGETHER WITH THAT PART THEREOF
REVISED AND KNOWN AS BERKWOOD PARK ALTERATION - TOWN OF PELHAM
(as requested in Item 2 in minutes of meeting September 5, 1973)

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara, formerly in the County of Welland and being composed of parts of Registered Plan N.S. 23 for the said Town of Pelham and part of Lot 3, Concession 9 in the former Township of Pelham and premising that the southerly limit of Pancake Lane as shown on said Plan has an astronomic bearing of $N\ 89^{\circ}25'30''E$ and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at the north-easterly angle of Lot 1, Plan

N.S. 23;

THENCE $S\ 0^{\circ}15'30''E$ along the easterly limit of said Lot 1, 165.0 feet to the south-easterly angle thereof;

THENCE $S\ 89^{\circ}25'30''W$ along the southerly limit of said Lot 1, 30.0 feet to the south-westerly angle thereof;

THENCE $S\ 0^{\circ}15'30''E$ along the easterly limits of Lots 9, 10 and 11, Plan N.S. 23, 165.0 feet to the north-westerly angle of Lot 14, Plan N.S. 23;

THENCE $N\ 89^{\circ}25'30''E$ along the northerly limits of Lots 14 and 15, Plan N.S. 23, 140.0 feet to the north-easterly angle of said Lot 15;

THENCE $S\ 0^{\circ}15'30''E$ along the easterly limit of Lot 15, 156.50 feet to the south-easterly angle thereof;

THENCE $N\ 89^{\circ}25'30''E$ along the northerly limit of Berkhout Terrace according to Plan N.S. 23, 120.0 feet to the westerly limit of Haist Road;

THENCE $S\ 0^{\circ}15'30''E$ along the westerly limit of Haist Road, 66.0 feet to the southerly limit of said Berkhout Terrace;

THENCE $S\ 89^{\circ}25'30''W$ along the southerly limit of Berkhout Terrace 190.0 feet to the north-easterly angle of Lot 16, Plan

N.S. 23;

THENCE $S\ 0^{\circ}15'30''E$ along the easterly limit of said Lot 16, 120.0 feet to the south-easterly angle thereof;

THENCE S 89°25'30"W along the southerly limits of Lots 16 to 20 inclusive, Plan N.S. 23, 420.0 feet to the south-westerly angle of said Lot 20;

THENCE N 0°15'30"W along the westerly limits of Lots 20 and 21, 120.0 feet to an angle in said limit of Lot 21;

THENCE N 11°43'E continuing along the westerly limit of said Lot 21, 19.28 feet to the most southerly angle of Part 8 according to Plan 59R567 for the said Town of Pelham;

THENCE N 0°15'30"W along the westerly limit of Parts 8, 7 and 6 according to said Plan 59R567, 147.58 feet to the south-easterly angle of Part 5 according to said Plan 59R567;

THENCE S 89°25'30"W along the southerly limits of Lots 5 and 4 according to said Plan 59R567 and the westerly production thereof, 125.12 feet;

THENCE N 75°57'30"W to and along the southerly limit of Lot 27, Plan N.S. 23, 360.50 feet to the south-westerly angle thereof;

THENCE N 53°05'E along the north-westerly limits of Lots 27, 28, 29 and 32, Plan N.S. 23, 497.83 feet to the southerly limit of Pancake Lane;

THENCE N 89°25'30"E along said southerly limit of Pancake Lane, 451.0 feet more or less to the point of commencement.

And containing by admeasurement an area of 9.044 acres be the same more or less.

The above described lands comprising Lots 1 to 18 inclusive and Block A, Plan N.S. 23 and all of Berkwood Park Alteration, Registered Plan N.S. 23.

WELLAND, Ontario.

September 11, 1973.

File: 67-93

CLARKE AND LANE,
ONTARIO LAND SURVEYORS,


D. A. LANE, O.L.S.

SCHEDULE "B"

Lands to be conveyed to the Town for Public Purposes other than
roads:

The Town has received conveyance of Block "A"
and will receive a conveyance for one-foot (1') reserve at the
end of Berkhout Terrace, being Lot 35, Plan NS 33

