

214

CORPORATION OF THE TOWN OF

PELHAM

SUBDIVISION AGREEMENT

(Parkwood Plan)

THIS INDENTURE MADE IN TRIPLICATE THIS 10TH DAY OF DECEMBER 1973 A.D.

B E T W E E N:

JACK G. BERKHOUT LIMITED

- and -

GROUP 2 DEVELOPMENT LIMITED

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) "Town Engineer" shall mean the Engineer of the Corporation of the Town of Pelham.
- (d) "Treasurer" shall mean the Treasurer of the Corporation of the Town of Pelham.
- (e) "Minister" shall mean the Minister of the Treasury, Economics & Intergovernmental Affairs.

2. WHEREAS the Owner purports to be the Owner of the lands in the Town of Pelham described in Schedule "A" attached hereto and has applied, or proposes to apply to the Minister of the Treasury, Economics and Intergovernmental Affairs for approval of a plan of subdivision thereof, hereinafter called "The Plan" for the purpose of registering the same in the Registry Office for the Registry Division of Niagara South;

AND WHEREAS the Town requires the Owner, before final approval of the proposed plan of subdivision, to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such a subdivision or that part of such subdivision, 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 plan of subdivision and, in consideration of the sum of \$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:

The Owner covenants and agrees:

- (a) to register this Agreement against every lot and parcel of land within "The Plan" at the same time as "The Plan" is registered; and,
- (b) to register "The Plan" in the Registry Office for the Registry Division of Niagara South within one (1) month after approval of "The Plan" is granted by the Minister.

3.

CONVEYANCE TO TOWN OF LANDS AND ANY NECESSARY
EASEMENTS FOR MUNICIPAL PURPOSES

The Owner will:

- (a) pay to the town the sum of \$3,750.00 in lieu of conveying 5% of the land to the Town pursuant to Section 33(5) of the Planning Act;
- (b) by certificate on the plan document dedicate to the Town the 10 foot walkway between lots 17 and 18 and a 10 foot easement for sewer between lots 20 and 21;
- (c) convey Lot 9, Plan 26 for the Township of Pelham in the Regional Municipality of Niagara to the Town for highway purposes and the Town shall so dedicate it by by-law.

4.

ENGINEERING SERVICES AND INSPECTION

(a) The works herein shall be undertaken by the Town Engineer or the Owner will engage at his own expense, the services of Professional Engineers who are registered under the Professional Engineers Act of Ontario, to perform the following engineering services, subject to the approval thereof by the Town Engineer and the Council:

- (i) preliminary investigation;
- (ii) layout drawings and design criteria of roads and services;
- (iii) detailed estimates of cost;
- (iv) contract drawings and specifications;
- (v) application to the Ministry of the Environment for necessary 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) general field supervision; and,
- (x) preparation of progress certificates (having regard to utility agencies eg. gas, hydro, telephone, etc.)

"

(b) The said Professional Engineer shall file with the Town Engineer a written undertaking:

- (i) That he has been engaged by the Owner to supervise the work, and
 - (ii) that the work will be done in accordance with the contract drawings and specifications and all other provisions of this Agreement,
 - (iii) that all phases of the work are subject to the approval of the Town Engineer, and
 - (iv) that he 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 linen tracings or approved duplicates suitable for making reproductions of the works as constructed pursuant to this Agreement.
- 1) Tracings shall be plan-profile linen 24" x 42" sheets and ink lettering.
 - 2) Title block (5" x 3") to be placed in lower right-hand corner and shall indicate nature of work, location, limits and scales.
 - 3) A complete copy of design details of storm and sanitary sewer layouts which said design details 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 datum and all field surveys shall be tied into Geodetic Bench Marks.
 - (v) That he understands that any Contractor employed by the Owner shall be approved by the Town Engineer.

5.

INSPECTION BY TOWN ENGINEER

All work done by the Owner pursuant to this Agreement may be inspected by the Town Engineer from time to time and so often as he shall deem necessary.

6.

INSPECTOR'S FEES

The Owner shall be responsible for all Inspector's wages including overhead. All Inspectors shall be appointed by the Town and paid at the prevailing rate as the case may be during the duration of construction out of the deposit set out in the paragraph next following.

7.

ENGINEERING, ADMINISTRATION AND INSPECTION COSTS

(1) The Owner shall deposit with the Town, cash or an irrevocable letter of credit from a Canadian chartered bank or trust

company for an amount equal to the estimated fees and disbursements billed to the Town by its Engineer for services performed by its Engineer in connection with the subdivision including water works and covering the costs of administration engineering and supervision. All such fees shall be as set out in the Schedule of Fees for Consulting Engineers Services recommended by the Association of Professional Engineers of Ontario.

(2) Such deposit shall also include wages of the Town Inspector including overhead and shall be at the prevailing rate during the duration of construction.

8.

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.

9.

CONSTRUCTION OF SERVICES

The Owner agrees to construct and to 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", "J" and "L" attached hereto, and in accordance with the conditions and specifications contained in such schedules.

10.

CONTRACTORS

Before commencement of any works, the Owner shall show proof to the Council, satisfactory to the Council that the proposed contractors have sufficient and valid liability insurance policies, a certificate from the Workmen's 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 be approved by the Town Engineer.

11.

PERFORMANCE BONDS

The Owner will be required to obtain from his contractors, performance bonds guaranteeing all of the construction required by the Town and the bond shall include maintenance for one (1) year after acceptance by the Town of all such construction. Bonds shall be in the amount of 50 percent of construction value of all municipal services, except hydro electric distribution plan and street lights.

12.

MATERIALS

All the works required hereunder shall be done and performed, and all material required for the said works shall be supplied to the specifications and directions and to the satisfaction of the Town Engineer.

13.

STRIPPING TOPSOIL

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.

14.

STRIPPING AND TREE REMOVAL

The Owner shall remove from all road allowances, any trees, brush, growth or surplus or other material as may be designated by the Town Engineer and further, shall remove from all the lands any unkempt, diseased or infested trees, vines or bushes. In the event the same are not removed within fourteen (14) days of written notice delivered to the Owner, the Town may cause same to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

15.

ROUGH GRADING ROADS

The Owner agrees to strip topsoil from all roads within the plan to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and other ground systems as may be required. The Owner further agrees to keep boulevards and easements clear and free of all material and obstructions which might interfere with the construction of telephone, gas, water and hydro installations.

16.

CLEANING SEWERS AFTER ROAD CONSTRUCTION

Upon completion of paving of roads the Town shall, if required, at the expense of the Owner, clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto.

17.

STORM SEWER

The Owner shall be responsible for determining and providing at his expense, a proper storm sewer outlet for the ultimate drainage area for the future servicing of the area as shown on the engineering drawing number 3 project 66-11E.

18.

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 existing local improvements assessed against such of the property shown on this plan, as may become non-assessable when the said plan is registered.

19.

TILE DRAIN LOANS

All Tile Drain Loans in regards to the subject lands shall be commuted prior to the execution of this Agreement.

20.

EXPANSION AND RENEWAL FUND

The Owner shall pay the Town the sum of EIGHTEEN HUNDRED DOLLARS (\$1,800.00) per gross acre for a total acreage of 6.331 acres, being ELEVEN THOUSAND THREE HUNDRED AND NINETY-SIX DOLLARS (\$11,396.00), for the purpose of expanding and renewing services with the Town limits.

21. SURFACE DRAINAGE PLAN

The Owner shall be responsible for providing at his expense, a surface drainage plan for all lands described in Schedule "A" attached hereto, said plan to meet with the approval of the Town Engineer. The said plan shall show inter alia the intended direction of flow of storm water to, within and from each lot on the plan. Building restrictions shall be imposed upon each lot 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 "K".

22. 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 to the satisfaction of the Town Engineer, for the continuance of such drainage facilities and shall be solely responsible for any damage caused thereto and shall indemnify and save harmless the Town therefrom.

23. HYDRO

The Owner shall pay the whole cost of street lighting to be installed and designed by the Ontario Hydro Electric Power Commission. Said work to be carried out in accordance with Schedule "G" attached hereto, and prior to the final approval of the proposed subdivision plan, shall deposit with the Treasurer any amount estimated to cover the cost thereof, or shall provide proof satisfactory that financial arrangements have been made with the Ontario Hydro Electric Power Commission.

24. 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 polelines, 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, polelines, hydrants or other works.

25. 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) indemnifying the Town until the issue of the Certificate referred to in paragraph 31, from any loss arising from claims for damage, injury or otherwise, in connection with the work done by the Owner, his or its contractors, servants or agents 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 year (1).

26.

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 one inch key bars in the subdivision. It is further understood and agreed that no lot may be severed by sale or conveyance until such sale or conveyance has been approved, pursuant to the provisions of The Planning Act.

27.

DEFINITION OF PRIMARY AND SECONDARY SERVICES

(a) Primary Services (Phase I)

- (i) Sanitary sewers and appurtenances complete;
- (ii) Drainage facilities sufficient, in the opinion of the Town, to provide safety and protection from undue inconvenience to residents and their visitors;
- (iii) Waterworks complete;
- (iv) Roadways
 - 1) of final design width,
 - 2) with a granular thickness at least three-quarters of the final granular thickness,
 - 3) with a surface which, in the opinion of the Town, will provide the residents and their visitors with convenient access and parking;

(b) Secondary Services (Phase II)

All services as required not considered "Primary Services". These include top course roadway granular, roadway asphalt, sodding, electrical distribution, street lighting, gas, telephone, etc. where applicable.

28.

CASH DEPOSIT

equal to the sum of:

- (1) The Owner will be required to deposit cash
 - (a) the expansion and renewal impost
...\$11,396.00;
 - (b) the inspection and administration fees
as set out in clause 7 ;
 - (c) the cost of power and lighting installations, unless other satisfactory arrangements have been made with Ontario Hydro;
 - (d) letter of credit as hereinafter set out for secondary services;
 - (e) the cost of Pancake Lane improvement
(refer to Clause #39);
 - (f) 5% in cash for parks purposes...\$3,750.00.

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(2) The Owner shall deposit cash or an irrevocable letter of credit from a Canadian chartered Bank or Trust Company in an amount equal to the cost of secondary services as estimated by the Town Engineer.

(3) Any cash deposited by the Owner shall be deposited by the Town in a Bank account attracting interest and the interest shall be credited to the Owner.

29.

RETURN OF PORTION OF DEPOSIT

Unless otherwise directed by the Council, the Town shall, upon satisfactory completion of ALL of the works and subject to the provisions of this Agreement authorizing deductions therefrom and subject further to providing the Town with a satisfactory Maintenance Bond for 50% of the cost thereof, for a period of one (1) year from the completion of the works as approved by the Town Engineer, return upon the written application of the Owner, the remainder of any cash or other deposit required hereunder. The Treasurer, after receipt of satisfactory securities shall from and out of the monies or other security on deposit, pay firstly, any engineering fees and maintenance costs still owing; secondly, any arrears of taxes; thirdly, the taxes for the current year whether levied or unlevied, based on the assessment applicable and finally, shall return the balance, if any, to the Owner.

30.

MAINTENANCE

The Owner shall at his own expense, pending acceptance by the Town, repair and maintain to the satisfaction of the Town Engineer roads, sewers, culverts and water system appurtenances. In case of emergency, as determined by the Town Engineer, the Town shall have the right to enter on the lands and carry out the necessary maintenance or repair without notice to the Owners and bill the Owner for any justifiable costs. In other cases where the Owner fails to repair or maintain after 48 hours notice in writing, the Town shall have the right to enter on the lands and carry out the necessary work and in such case and in the case of emergency work, the Town shall be entitled to deduct the cost thereof from the monies or other security on deposit, if any, or by action, or in the like manner as taxes.

31.

MAINTENANCE AND ONE (1) YEAR GUARANTEE

Upon compliance with the terms of this Agreement, and upon completion of all the said works 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 the Council, shall at the expiration of the maintenance period 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 vest in the Town.

32.

TAXES

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" hereto 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 Registered Plan, before final approval of the plan is requested.

33.

MINISTRY OF THE ENVIRONMENT APPROVAL

The Town agrees that at the request of the Owner it will join with him to make the necessary applications to the Minister of the Environment for approval of the plans.

34.

LEGAL COSTS

The Owner shall pay to the Town all legal costs incurred by the Town herein.

35.

BUILDING PERMITS AND OCCUPANCY

1. The Owner agrees that unless otherwise determined by the Council, no building permit shall be issued nor any excavation or building commenced on any part of the lands described in Schedule "A" attached hereto, until all primary services are completed and are operational.

2. The Owner agrees to insert a clause in all sale contracts and deeds, to the effect that no person shall be permitted to occupy the dwelling on the lot concerned until the Building Inspector for the Town has certified by letter 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 service, are at least available to houses within the plan:

- (a) Hydro;
- (b) Gas
- (c) Telephone.

36.

SCHEDULES

The provisions of all Schedules attached hereto shall form part of this Agreement.

37.

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 Paragraph 31 hereof, in connection with the work required to be done herein by the Owner, his or its contractors, servants or agents.

38.

COVENANTS TO RUN WITH LAND

The Owner and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained in this Agreement shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Owner, his heirs, executors, administrators, assigns and successors in title and the Owners from time to time of the lands described in Schedule "A" to this Agreement and any part or parts thereof and that the benefit of the said covenants shall enure to the Town, its successors and 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 Section 21 (Surface Drainage Plan) which shall be in perpetuity.

39.

PAYMENT FOR IMPROVEMENTS TO EXISTING ROADS

Some of the land described in Schedule "A" attached hereto, abuts the existing travelled road allowance of Pancake Lane. The Owner shall be required to pay to the Town in cash, \$9,870.00, being a portion of the cost of a residential improved roadway and portion of storm drainage costs. The Town shall hold the said amount in trust for the purpose of paying the cost of the said improvements.

40.

RECOMMENDATION TO THE MINISTER

Upon receipt of the payments required and the execution of this Agreement, the Council will recommend to the Minister that the Plan be approved.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

SIGNED, SEALED AND DELIVERED
in the presence of

) THE CORPORATION OF THE TOWN OF PELHAM

) Per: [Signature]
Mayor

) Per: [Signature]
Clerk

) JACK G. BERKHOUT LIMITED

) Per: [Signature]
Jack G. Berkhout (President)

) GROUP 2 DEVELOPMENT LIMITED

) Per: [Signature]
Allen R. Goar (Vice-President)

SCHEDULE "A"

LANDS WHICH ARE OWNED BY THE OWNER AND ARE THE SUBJECT OF THIS SUBDIVISION AGREEMENT:

ALL AND SINGULAR those certain parcels or tracts of lands in the Town of Pelham in the Regional Municipality of Niagara, formerly in the Township of Pelham in the County of Welland and being composed of part of lot 3 in the 8th Concession of the said Township shown as Part 1 on a reference Plan filed in the Registry Office for the Registry Division of Niagara South as Plan 59R439 and subsequently shown as Lots 1 to 23 inclusive, Block A and Blackwood Crescent on Registered Plan NS-35

SCHEDULE "B"

LANDS TO BE CONVEYED TO THE TOWN FOR PUBLIC PURPOSES OTHER THAN ROADS.

Block A on said plan.

SCHEDULE "C"

ROADWAYS

(a) PAVEMENT

The road shall be designed 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 twenty (20) years.

(b) CROSS-SECTION

The roadway cross-section shall be as outlined in the current Town Standards or should alternates be proposed, shall, in the opinion of the Town, provide equal or better results.

(c) SUB-SURFACE DRAINAGE

Adequate sub-surface drainage shall be provided in soils where the percolation rate at road earth grade is slower than one inch (1") per hour.

(d) DRIVEWAY ENTRANCES

The Owner shall be required to provide in some manner, either by himself or, for example, by the imposition of building restrictions, for the excavation, stoning, and paving of each driveway from the travelled portion of the road to the lot line. The developer or subsequent purchaser shall construct at his own expense, a concrete or asphalt driveway entrance and culvert if required by the Town, for each lot from the travelled portion of the roadway to the lot line and to the full width of the driveway.

(e) FOOTPATHS

A 4-foot wide concrete sidewalk will be required on the footpath. These footpaths shall be fenced using a fence style suitable to the Town. Fencing shall be installed to the satisfaction of the Town Engineer for the full length of the walkways.

(f) DUST CONTROL

(1) The Owner will be required to provide reasonable dust control during the period of road usage prior to the placing of the asphalt surface.

(2) The 7-foot wide roadside shoulders shall be dust controlled using a single application of D.H.O. Primer applied at the rate of one-third gallon per square yard.

SCHEDULE "D"

SANITARY SEWERS

The Owner shall construct a sanitary sewer system or systems including all trunk sewer extensions, to proper outlets or approved sewage disposal site, necessary to service the proposed development.

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 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 Town Engineer.

Asbestos-Cement or equal sewer pipe shall be used for all local and minor collector sewers where otherwise specified by the Town Engineer.

Minimum pipe size for local sewer - 8" (eight inch) diameter, Standard manholes of a type approved by the Town Engineer shall be poured or placed at a maximum spacing of 300 feet 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 minimum 5 inch diameter asbestos-cement building sewer pipe or equal with proper fittings designed by the Town Engineer's 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 such 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 will comply with the engineering contract drawings prepared by C.J. Clarke & Associates on file in the municipal office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "E"

STORM SEWERS AND SURFACE DRAINAGE

The Owner shall construct a storm system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. 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 ultimate drainage area that the proposed development is located in. The storm sewer shall be designed to accommodate all roof water, drainage from basement weeping tile and surface run-off from roads and properties.

Concrete pipe of the mortar joint, or other approved type, shall be used, minimum pipe size for storm sewer - 10 inch diameter, except where otherwise specified by the Town Engineer.

Surface drainage shall be collected by means of catchbasins as per the following detail. Standard catchbasins shall be installed to drain the base roads.

Adequate sizes driveway culvert will be permitted in special circumstances and only after written approval of the Town Engineer.

Specifications

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by C.J. Clarke & Associates and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "F"

WATERMANS

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. All watermans shall be a minimum of 6 inches in diameter or a sufficient size to service the subdivision and structures therein and lands outside the subdivision which will require the use of the subdivisions watermans as trunk or feeder mains.

The Owner shall be responsible for any damage caused to such watermans and appurtenances that may occur during construction of buildings on the land and during the grading of the same.

Town standard hydrants and valves must be used in all cases.

Specifications

The watermans will be constructed in accordance with the engineering contract drawings prepared by C.J. Clarke & Associates and on file in the Municipal Office. The approved engineering drawings will be signed and accepted by the Town Engineer.

SCHEDULE "G"

STREET LIGHTING

The Owner shall, prior to the final approval of the proposed subdivision plan, pay the entire cost of street lighting as designed and installed by the Ontario Hydro Electric Power Commission having jurisdiction over the area in which the proposed subdivision is to be located, and shall grant to the Ontario Hydro Electric Power Commission such easements as may be required for its purpose.

Underground street wiring and wiring to the lots and houses on Blackwood Crescent shall be mandatory.

SCHEDULE "H"

STREET SIGNS

CONCRETE WALKS

The Owner shall, at his own expense, construct 4-foot concrete sidewalks and pedestrian right-of-way, in accordance with the specifications of the Town Engineer.

The Owner shall deposit \$100.00 for street signs and the Town shall erect them at its expense.

Specifications

The Street signs and concrete walks will comply with the engineering contract drawings prepared by C.J. Clarke & Associates and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "I"

TELEPHONE EASEMENTS

The Owner shall, as requested by the Bell Telephone Company of Canada, grant such easements as may be required to provide for the construction and installation of telephone power lines and facilities, and Cable Television facilities.

The Owner and the Town shall jointly endeavour to have the Bell Telephone Company of Canada install underground services.

Specifications

No easements are required since telephone lines are to be constructed in the streets.

SCHEDULE "J"

TREES AND SEEDING

The Owner shall plant one tree on each lot specified by the Town, and sod untravelled portions of the street allowances within the subdivision or on which his subdivision abuts and maintain the same. Trees shall not be considered a primary or secondary service in regard to security or cash deposit returns.

The type and location of trees are to be subject to the approval of the Works Committee. This work shall be completed within six (6) months after the laying down of sidewalks and/or curbs.

Trees to be planted in locations as determined by the Works Committee and of the types as specified below.

After completion of the curb and/or sidewalks, a minimum of two (2) inches of topsoil shall be applied from the curb to the property lines. It is the intention that the grass seed be permitted where satisfactory catch can be attained. 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.

Grass seed as specified below shall be applied at the rate as prescribed in the following specifications:

Specifications (Grass Seed Mixture and Rate of Application):

1. Grass seed shall be made up of the following varieties:

- 45% Blue Grass - Kentucky
- 30% Creeping Red Fescue
- 25% Perennial Rye Grass

2. Seeds shall be of the best quality and shall be approved by the Engineer. They shall be delivered on the job in their original sealed packages bearing the brand name.

3. Only seeds harvested during the preceding season will be accepted.

4. Seed mixtures shall be uniformly sown at the rate of 4.5 pounds per 1000 square feet. The area sown shall be sprinkled with water to produce a penetration of one inch (1") and maintained in a damp condition until the grass is 1-1/2 inches high.

Specifications (Number and Type of Trees):

Norway Maple, Mountain Ash, Locusts and Flowering Crab, 8 to 10 feet in height and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

There shall be one tree per lot and two trees per sideyard flankage. Proposals for other species will be reviewed by the Town upon request.

SCHEDULE "L"

MINISTER'S CONDITIONS

The Owner agrees that it shall do itself or impose, as building restrictions in the form of restrictive covenants running with the land the following requirements:

- (a) that lots 18 to 23 inclusive shall be built upon only in accordance with site plans approved by the Town and The Niagara Peninsula Conservation Authority and that such plans shall indicate the location of all buildings and structures with relation to lot lines, existing and final grades, the type and location of existing and final vegetation and site drainage and that no such site plan shall be approved unless a detailed vegetation analysis and conservation plan acceptable to both the Town and the Niagara Peninsula Conservation Authority analysing the existing vegetation and identifying that which is to be retained and describing the means whereby the maximum amount of vegetation is to be conserved on each lot.
- (b) The erection and maintenance of snow fencing or other adequate barrier along the top bank of the ravine running through lots 18 to 23 in order to prevent the dumping of fill or damage to vegetation in the rear thereof; such fence or barrier to remain in place until all grading, construction and resodding of such lots has been completed.