

FOR OFFICE USE ONLY

LT 164859

CERTIFICATE OF RECEIPT
RECEIVED
NIAGARA SOUTH (2010-09) WELLAND

00 SEP 1 AM 9 26

R. Bruce Smith

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 1 pages

(3) Property Identifier(s) Block 64398 - Property 0065 (LT) Additional:
See
Schedule ☐

(4) Nature of Document
POSTPONEMENT OF CHARGE

(5) Consideration

Dollars \$

(6) Description
~~Parcel Plan 1, Section 59M-~~
being Lots 1 - 29, inclusive, Blocks 30 - 33, inclusive,
and Michaela Crescent, Plan 59M- 278
Town of Pelham, Regional Municipality of Niagara
and being all of the PIN.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:
Niagara Credit Union Limited is the registered owner of a charge, registered on the 19th day of April, 2000 as instrument No. LT-155391 made by Mountainview Developments Inc. to Niagara Credit Union Limited. Niagara Credit Union Limited hereby postpones its charge No. LT-155391 to the subdivision agreement, registered on the 1st day of August, 2000 as Instrument No. LT-164858
September

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
LT-155391 - Charge and LT-164858 - Subdivision Agreement

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

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

NIAGARA CREDIT UNION LIMITED PER: *A. H. Brooks* A. H. BROOKS 2000 08 31
(Postponer) Senior Manager
Commercial Credit

PER: *Sheryl Wherry* Sheryl Wherry 2000 08 31
Vice President, Corporate Services

(11) Address for Service 531 Lake Street, St. Catharines, Ontario, L2N 4H6

(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
(Postponee)

(13) Address for Service P. O. Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property not assigned

(15) Document Prepared by:
R. Bruce Smith
BROOKS, BIELBY & SMITH
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

FOR OFFICE USE ONLY

LT 164874

CERTIFICATE OF RECEIPT
RECEPISSE
NIAGARA SOUTH (593) WELLAND

SEP 1 AM 9 53

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property Additional:
See Schedule
Part of 64398 0065(LT)

(4) Consideration
CND Dollars \$11,000

(5) Description This is a: Property Division ☒ Property Consolidation ☐
Part of Parcel Plan 1, Section 59M
being Blocks 30 to 33 (both inclusive) 59B, Plan 59M-278
Town of Pelham
Regional Municipality of Niagara

BEING ONE (1) FOOT RESERVES

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐ (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s) Signature(s) Date of Signature
Y M D
MOUNTAINVIEW DEVELOPMENTS INC. Francesco Memme, President 2000 08 30

I have authority to bind the corporation

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction
Name(s) Signature(s) Date of Signature
Y M D

(10) Transferor(s) Address for Service Unit 9, 3350 Merrittville Hwy., Thorold, Ontario L2V 4Y6

(11) Transferee(s) Date of Birth
Y M D
THE CORPORATION OF THE TOWN OF PELHAM

(12) Transferee(s) Address for Service P.O. Box 400 20 Pelham Town Square, Fonthill, Ontario L0S 1E0

Planning Act — OPTIONAL

Affix Statement by Solicitor for Transferee(s) here if necessary

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.
Signature Date of Signature
Y M D
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.
Name and Address of Solicitor Signature Date of Signature
Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.
Name and Address of Solicitor Signature Date of Signature
Y M D

(15) Assessment Roll Number of Property City. Mun. Map Sub. Par. not assigned

(16) Municipal Address of Property Not assigned

(17) Document Prepared by:
David I. Shapiro
Barrister and Solicitor
Suite 16
261 Martindale Road
St. Catharines, Ontario
L2W 1A2

FOR OFFICE USE ONLY

Fees and Tax
Registration Fee
Land Transfer Tax
Total

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FOR OFFICE USE ONLY

LT168173

CERTIFICATE OF RECEIPT
RECEPISSE

NIAGARA SOUTH/SUD (69) WELLAND

*00 OCT 23 AM 9 47

New Property Identifier

Executions

Additional:
See
Schedule

Additional:
See
Schedule

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 6 pages

(3) Property Identifier(s)

Block

Property

Part of 64398

0066 (LT)

Additional:
See
Schedule

(4) Consideration

Two

00/100 Dollars \$2.00

(5) Description

This is a: Property

Division ☐

Property

Consolidation ☐

Part of PIN 64398

Part of PIN 64398 - 0066 (LT)

Part Lot 1, Plan 59M-278

Being part 1 on Plan 59R-11202

Part of PIN 64398

Part of PIN 64398 - 0067 (LT)

Part Lot 2, Plan 59M-278

Being part 2 on Plan 59R-11202

Town of Pelham

Regional Municipality of Niagara

and as described in attached schedule

being part of the PIN

(6) This Document Contains

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:
Description ☒

Additional Parties ☐

Other ☒

(7) Interest/Estate Transferred
Fee Simple
transfer of easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)

MOUNTAINVIEW DEVELOPMENTS INC.
I have the authority to bind the Corporation

Signature(s)

Francesco Memme, President

Date of Signature
Y M D

2000 08 30

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction
Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address for Service

Unit 9, 3350 Merrittville Hwy., Thorold, Ontario L2V 4Y6

(11) Transferee(s)

THE CORPORATION OF THE
TOWN OF PELHAM

Ralph Beamer, Mayor

Date of Birth
Y M D

2000 08 31

Cheryl Miclette, Town Clerk

2000 08 31

(12) Transferee(s) Address for Service

P.O. Box 400, 20 Pelham Town Square, Fonthill, Ontario L0S 1E0

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature

Y M D

Date of Signature

Y M D

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature
Y M D

Planning Act — OPTIONAL
Affix Statement by Solicitor for Transferee(s) here if necessary

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature
Y M D

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

not assigned

(16) Municipal Address of Property
Michaela Crescent
Fonthill, Ontario

(17) Document Prepared by:
David I. Shapiro
Barrister and Solicitor
Suite 16
261 Martindale Road
St. Catharines, Ontario
L2W 1A2

Fees and Tax

Registration Fee

Land Transfer Tax

Total



Town of Pelham/Niagara Credit Union - Postponement

00-0337

Additional Property Identifier(s) and/or Other Information

Part of PIN 64398 - 0070(LT)
Part of Lot 5, Plan 59M- 278
being Part 3 on Plan 59R- 11202

Part of PIN 64398 - 0071(LT)
Part of Lot 6, Plan 59M- 278
being Part 4 on Plan 59R- 11202

Part of PIN 64398 - 0080(LT)
Part of Lot 15, Plan 59M- 278
being Part 5 on Plan 59R- 11202

Part of PIN 64398 - 0081(LT)
Part of Lot 16, Plan 59M- 278
being Part 6 on Plan 59R- 11202

Part of PIN 64398 - 0082(LT)
Part of Lot 17, Plan 59M- 278
being Part 7 on Plan 59R- 11202

Part of PIN 64398 - 0084(LT)
Part of Lot 19, Plan 59M- 278
being Part 8 on Plan 59R- 11202

Part of PIN 64398 - 0085(LT)
Part of Lot 20, Plan 59M- 278
being Part 9 on Plan 59R- 11202

Part of PIN 64398 - 0087(LT)
Part of Lot 22, Plan 59M- 278
being Part 10 on Plan 59R- 11202

Part of PIN 64398 - 0093(LT)
Part of Lot 28, Plan 59M- 278
being Part 11 on Plan 59R- 11202

Town of Pelham, Regional Municipality of Niagara.

1. The Transferor grants to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's lands, the free, uninterrupted and unobstructed right and easement in perpetuity to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a storm sewer and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto, in, on, under and through the lands described in Box 5 of the Transfer/Deed (called "the Easement Lands") for the servants, agents, contractors and workmen of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyment of the easement hereby granted.

2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris, and as far as practicable restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto.

3. The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the Easement Lands clear of all buildings, structures, fences, brush, trees, driveways, pavement and other obstructions as may be necessary for the use of the easement and the Transferor shall not excavate, alter the grading, drill or install thereon any pit, well, foundation or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder. The Transferee shall have the right to remove or control the growth of any roots, trees, stumps, brush or other vegetation on or

under the Easement Lands and remove any obstruction therefrom.

4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the Easement Lands.

5. The easement herein is declared to be appurtenant to and for the benefit of the lands of the Transferee more particularly described in Schedule "A" attached hereto.

6. The Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.

5

Ⓢ

SCHEDULE "A"

That public highway in the Town of Pelham, Regional Municipality of
Niagara, known as Michaela Crescent and shown on Plan 59M-278.

FOR OFFICE USE ONLY

LT 168174

CERTIFICATE OF RECEIPT
RECEPISSE

NIAGARA SOUTH/SUD (59) WELLAND

00 OCT 23 AM 9 47

R. Bruce Smith

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property

Part of 64398-0066(LT)

Additional: See Schedule ☒

(4) Nature of Document

POSTPONEMENT OF CHARGE

(5) Consideration

Dollars \$

(6) Description

Part of PIN 64398-0066(LT)
Part Lot 1, Plan 59M-278
being Part 1 on Plan 59R-11202
Part of PIN 64398-0067(LT)
Part Lot 2, Plan 59M-278
being Part 2 on Plan 59R-11202

and as described in attached schedule.

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch ☐

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

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:
Niagara Credit Union Limited is the registered owner of a charge, registered on the 19th day of April, 2000 as instrument No. LT-155391 made by Mountainview Developments Inc. to Niagara Credit Union Limited. Niagara Credit Union Limited hereby postpones its charge No. LT-155391 to the easement, registered on the 23rd day of October, 2000 as Instrument No. LT-168173, from Mountainview Developments Inc. to The Corporation of the Town of Pelham.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
LT-155391 - Charge; LT-168173 - Easement

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

Name(s)

Signature(s)

Date of Signature

NIAGARA CREDIT UNION LIMITED
(Postponer)

PER: *A. H. Brooks*

A. H. BROOKS
Senior Manager
Commercial Credit

2000 08 31

PER: *Sherry Wherry*

Sherry Wherry
Vice President, Corporate Services

2000 08 31

(11) Address for Service

531 Lake Street, St. Catharines, Ontario, L2N 4H6

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

Name(s)

Signature(s)

Date of Signature

THE CORPORATION OF THE TOWN OF PELHAM
(Postponee)

(13) Address for Service

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

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

R. Bruce Smith
BROOKS, BIELBY & SMITH
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Town of Pelham/Niagara Credit Union - Postponement

00-0337

Additional Property Identifier(s) and/or Other Information

Part of PIN 64398 - 0070 (LT)
Part of Lot 5, Plan 59M- 278
being Part 3 on Plan 59R- 11202

Part of PIN 64398 - 0071 (LT)
Part of Lot 6, Plan 59M- 278
being Part 4 on Plan 59R- 11202

Part of PIN 64398 - 0080 (LT)
Part of Lot 15, Plan 59M- 278
being Part 5 on Plan 59R- 11202

Part of PIN 64398 - 0081 (LT)
Part of Lot 16, Plan 59M- 278
being Part 6 on Plan 59R- 11202

Part of PIN 64398 - 0082 (LT)
Part of Lot 17, Plan 59M- 278
being Part 7 on Plan 59R- 11202

Part of PIN 64398 - 0084 (LT)
Part of Lot 19, Plan 59M- 278
being Part 8 on Plan 59R- 11202

Part of PIN 64398 - 0085 (LT)
Part of Lot 20, Plan 59M- 278
being Part 9 on Plan 59R- 11202

Part of PIN 64398 - 0087 (LT)
Part of Lot 22, Plan 59M- 278
being Part ~~10~~ on Plan 59R- 11202
11

Part of PIN 64398 - 0093 (LT)
Part of Lot 28, Plan 59M- 278
being Part ~~19~~ on Plan 59R- 11202

Town of Pelham, Regional Municipality of Niagara.



FOR OFFICE USE ONLY

LT 164858

CERTIFICATE OF RECEIPT
RECEPISSE
NIAGARA SOUTH / SUD (66) WELLAND

00 SEP 1 PM 9 28

R. Bruce Smith

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry

☐

Land Titles

☒

(2) Page 1 of 46 pages

(3) Property Identifier(s)

Block 64398 -

Property 0065 (LT)

Additional:
See
Schedule

☐

(4) Nature of Document

NOTICE OF SUBDIVISION AGREEMENT

(5) Consideration

Dollars \$

(6) Description

Lots 1 - 29, inclusive, Blocks 30 - 33, inclusive
and Michaela Crescent, Plan 59M- 278
Town of Pelham, Regional Municipality of Niagara
and being all of the PIN.

(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 Mountainview Developments Inc., and hereby applies under Section 71 of the Land Titles Act for the entry of a Subdivision 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

MOUNTAINVIEW DEVELOPMENTS INC.
(Owner)

(11) Address for Service

3350 Merrittville Hwy., Unit 9, Thorold, Ontario, L2V 4Y6

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

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM
(Town/Applicant)
by its solicitors
Brooks, Bielby & Smith

BROOKS, BIELBY & SMITH

PER: *[Signature]*
(R. Bruce Smith)

2000 09 31

(13) Address for Service

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

(14) Municipal Address of Property

not assigned

(15) Document Prepared by:

R. Bruce Smith
BROOKS, BIELBY & SMITH
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Document prepared using The Conveyancer

TABLE OF SCHEDULES

LEGAL DESCRIPTION	A
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
FENCING	O
FINANCIAL	P

SCHEDULE**“A”****LEGAL DESCRIPTION**

Lots 1 - 29, inclusive,

Blocks 30 - 33, inclusive,

and Michaela Crescent, Plan 59M- 278

Town of Pelham, Regional Municipality of Niagara.

LEGAL DESCRIPTION

PLAN 59M-

I CERTIFY THAT THIS PLAN 59M- IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (59) AT O'CLOCK ON THE DAY OF 2000 AND ENTERED IN THE REGISTER FOR PIN AND REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT No 17-

THIS PLAN COMPREHENDS ALL OF PIN 64398-0086(LT) LOTS 21 TO 29 INCLUSIVE, BLOCKS 30, 31 AND 32, AND MICHAELA CRESCENT AND SLIGHTLY TO EASTWARDS AS PER INST. No. 589351, 589354, 589355 AND 589356.

SUNSHINE
ESTATES

PLAN OF SUBDIVISION OF
PART OF LOT 1
CONCESSION 10
TOWNSHIP OF PELHAM
NOW THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1 : 500
P. DOUGLAS REITSMAN
ONTARIO LAND SURVEYOR

- NOTES
- BEARINGS ARE ASTROPHOTIC AND ARE REFERRED TO THE SURVEY LINE OF PART 1 ON PLAN 59M-10899 ON A COURSE OF N08°18'30"E.
- DEOTES SURVEY MONUMENT FOUND
 - SURVEY MONUMENT SET
 - STANDARD IRON BARR
 - SHORT STANDARD IRON BARR
 - IRON BARR
 - CONCRETE PIN
 - ROUND IRON BARR
 - IRON PIPE
 - MEASURED
 - WITNESSES
 - CHURCH LAKESIDE
 - NORTH (DOWN) (EAST) (WEST)
 - NOW KNOWN AS
 - DEPOSITED PLAN 59M-10899
 - DEPOSITED PLAN 59M-10892
 - DEPOSITED PLAN 59M-6156
 - DEPOSITED PLAN 59M-6372
 - E. T. HONE, O.L.S.
 - W. A. MASCOE, O.L.S.
 - P. D. REITSMAN, O.L.S.
 - RECORD

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

1) LOTS 1 TO 29 INCLUSIVE, THE RESERVES NAMELY BLOCKS 30, 31, 32 AND 33 AND THE STREET NAMELY MICHAELA CRESCENT HAVE BEEN Laid IN ACCORDANCE WITH OUR INSTRUCTIONS.

2) THE STREET IS HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF PELHAM.

I HAVE AUTHORITY TO BIND THE CORPORATION.

DATE _____

NAME (PRINTED) _____

SECRETARY (TREASURER) (MUNICIPALITY DEVELOPMENTS INC.)

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

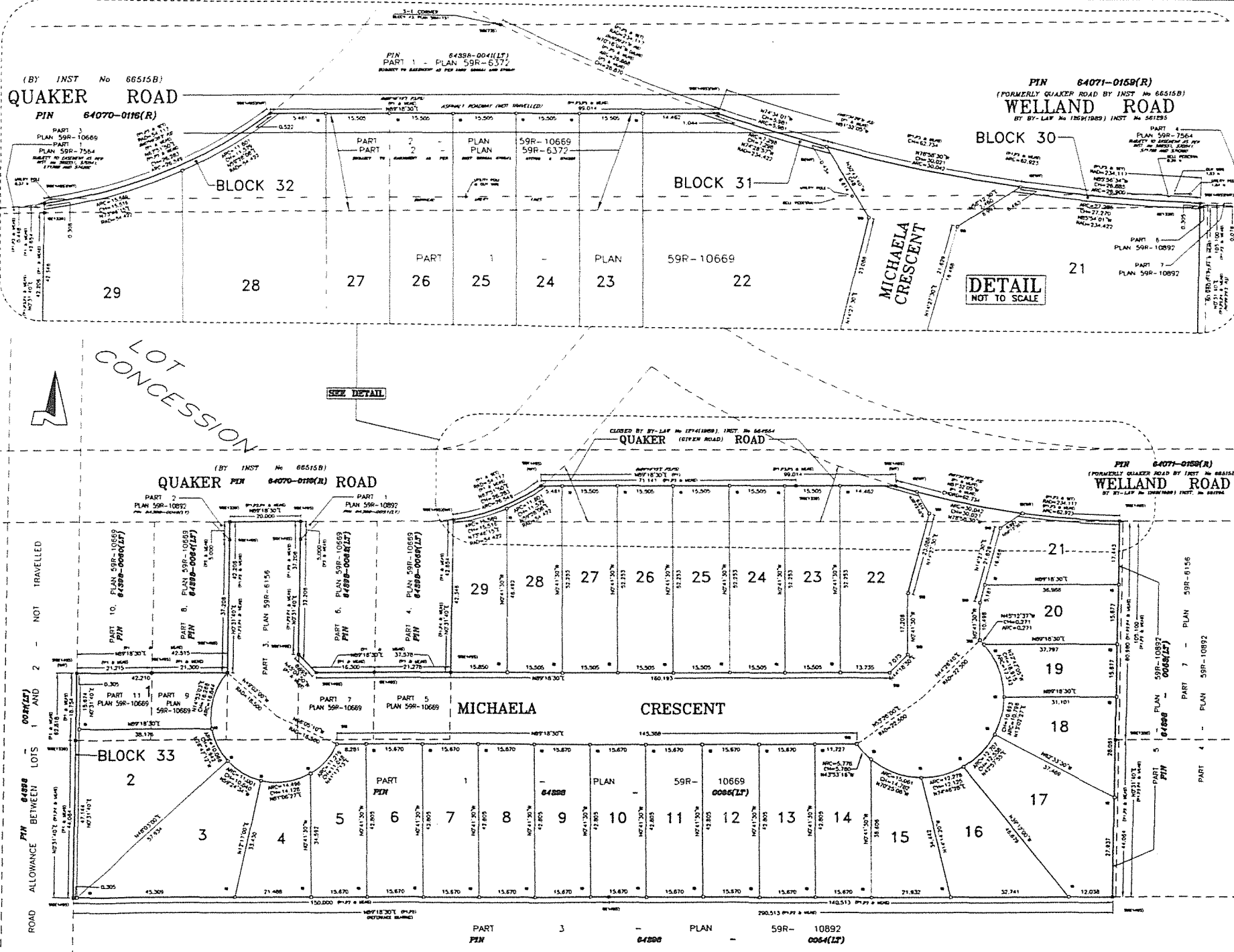
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYOR'S ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM;

2) THE SURVEY WAS COMPLETED ON THE 14th DAY OF APRIL, 2000.

DATE _____

P. DOUGLAS REITSMAN, O.L.S.

P. D. REITSMAN SURVEYING LTD.
203 EAST MAIN STREET (Upper)
WELLAND, ONTARIO L3B-3M7
1905-735-7841



(BY INST No 66515B)
QUAKER ROAD
PIN 64070-0116(R)

PIN 64071-0158(R)
(FORMERLY QUAKER ROAD BY INST No 66515B)
WELLAND ROAD
BY BY-LAW No 186(1989) INST No 581295

(BY INST No 66515B)
QUAKER PIN 64070-0116(R) ROAD

PIN 64071-0158(R)
(FORMERLY QUAKER ROAD BY INST No 66515B)
WELLAND ROAD
BY BY-LAW No 186(1989) INST No 581295

ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 1 AND 2 - NOT TRAVELLED

SCHEDULE

27

" B "

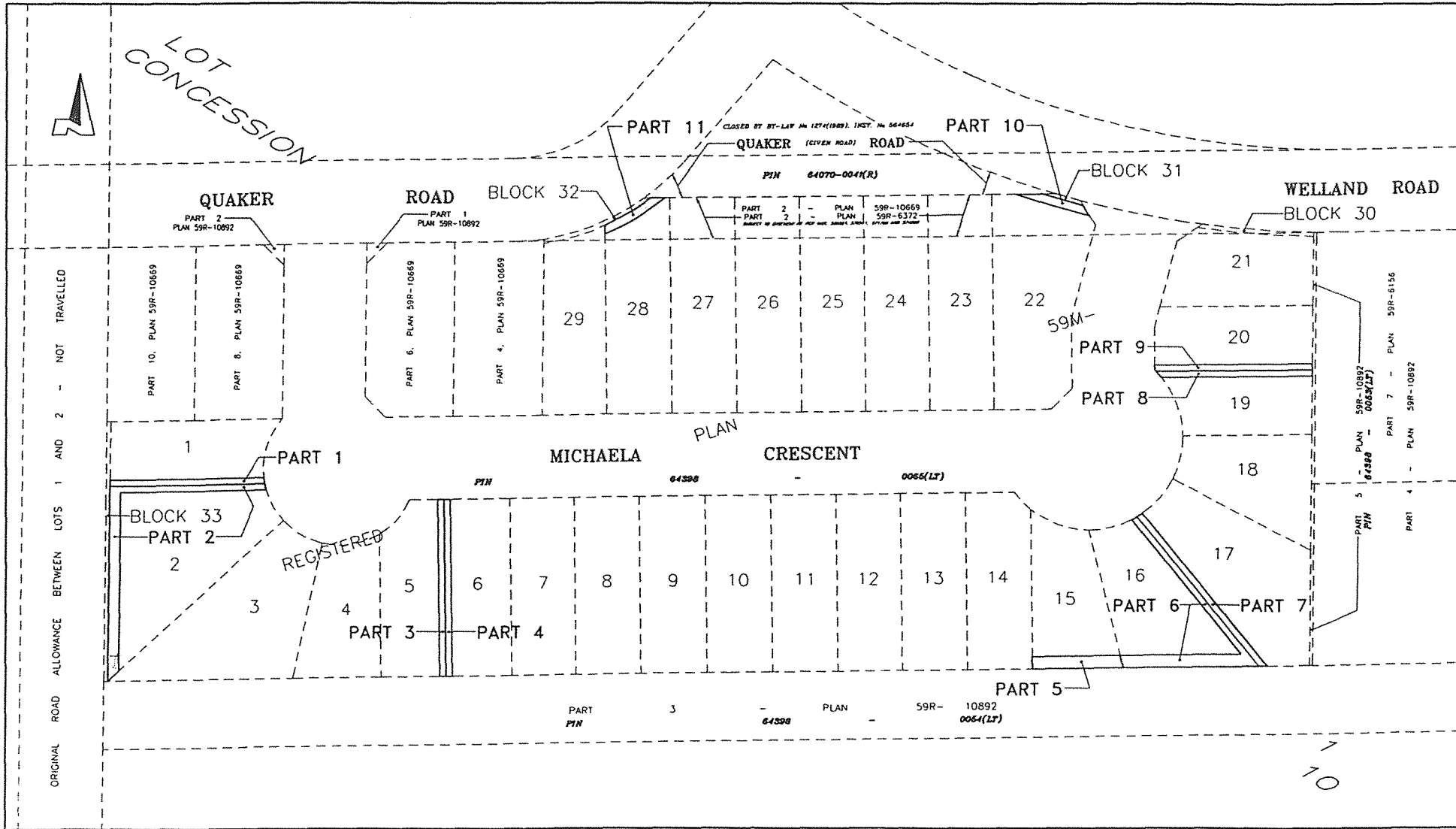
EASEMENTS

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

Parts 1,2,3,4,5,6,7,8,9,10 and 11 on Reference Plan
a draft copy of which is attached hereto as Schedule "B-1".

SCHEDULE

"B-1"



1. REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE _____

DATE _____

P. DOUGLAS REITSMA B. Sc., O.L.S.

ASSISTANT DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (S9)

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

PARTS 1 TO 11, BOTH INCLUDING PART OF PW 64398-0065(17) PARTS 10 AND 11, SUBJECT TO EASEMENT AS PER PW 64398-0065(17), 571768 AND 574780

SCHEDULE			
PART	LOT	PART	LOT
1	1	7	17
2	2	8	18
3	3	9	19
4	4	10	20
5	15	11	21
6	16	12	22

COMPILED PLAN SHOWING PART OF LOTS 1, 2, 5, 6, 15, 16, 17, 19, 20, 22 AND 28 REGISTERED PLAN 59M-10892

TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1 : 500

P. DOUGLAS REITSMA
ONTARIO LAND SURVEYOR

NOTES

PARTS 1, 2, 3, 4, 7, 8 AND 9 ARE WHOLLY WITHIN THE LIMITS OF THE LOTS SHOWN IN THE SCHEDULE AND HAVE PERPENDICULAR WIDTHS OF 1.5 METRES. PART 2 LIES WHOLLY WITHIN THE LIMIT OF THE LOT SHOWN IN THE SCHEDULE AND HAS PERPENDICULAR WIDTHS OF 1.5 METRES AND 2.895 METRES. PART 6 LIES WHOLLY WITHIN THE LIMIT OF THE LOT SHOWN IN THE SCHEDULE AND HAS PERPENDICULAR WIDTHS OF 1.5 METRES AND 3.0 METRES. PARTS 10 AND 11 LIE WHOLLY WITHIN THE LIMITS OF THE LOTS SHOWN IN THE SCHEDULE AND HAVE PERPENDICULAR WIDTHS OF 2.895 METRES.

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
THIS PLAN IS AN ACCURATE COMPILED PLAN BASED ON DATA DERIVED FROM REGISTERED PLAN 59M-10892

DATE _____ P. DOUGLAS REITSMA B. Sc., O.L.S.

P. D. REITSMA SURVEYING LTD.
203 EAST MAIN STREET (Upper)
WELLAND, ONTARIO L3B-3W7
(905) 735-7841

Drawn By: D. H. T. Date: 215 Date: 2013 Date: 99-134

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, storm outlets 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 another 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 standard's.

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's offices. 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 Sections 15 and 17 of this agreement.

SCHEDULE

31

" 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 shall be at the cost of the Owner and 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 subdivision 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 Lands 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 registered Plan of Subdivision.

SPECIFICATIONS -

The watermains shall be constructed in accordance with engineering contract drawings to be filed in the Town's office. The approved engineering drawings must be signed, approved and accepted by the Director.

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 standard.

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 or to the sidewalk, where a sidewalk is required, and to the full width of the driveway, is completed either by itself or by the builder before acceptance of the subdivision, 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.

" G "

SODDING

The Owner shall provide that sodding from the front line, and in addition in all applicable cases from the appropriate side lot lines abutting any street, to the back of the curb, is completed either by the Owner or by the builder before acceptance of the subdivision 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.

SCHEDULE

" H "

LOT GRADING PLAN

All lot grading shall be in general confirmation with the lot grading plan forming part of the subdivision design, as approved by the Director and attached hereto as Schedule "H-1".

35

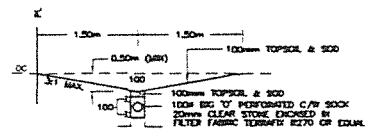
SCHEDULE
"H-1"
LOT GRADING PLAN

NOTE

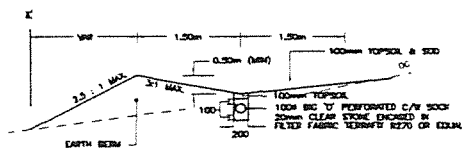
EVERY HOUSE REQUIRES A SLUMP
PUMP C/W BACKFLOW PREVENTER
CONNECTED TO STORM SEWER ON
STREET BY 100mm PVC DRAIN PIPING

LEGEND

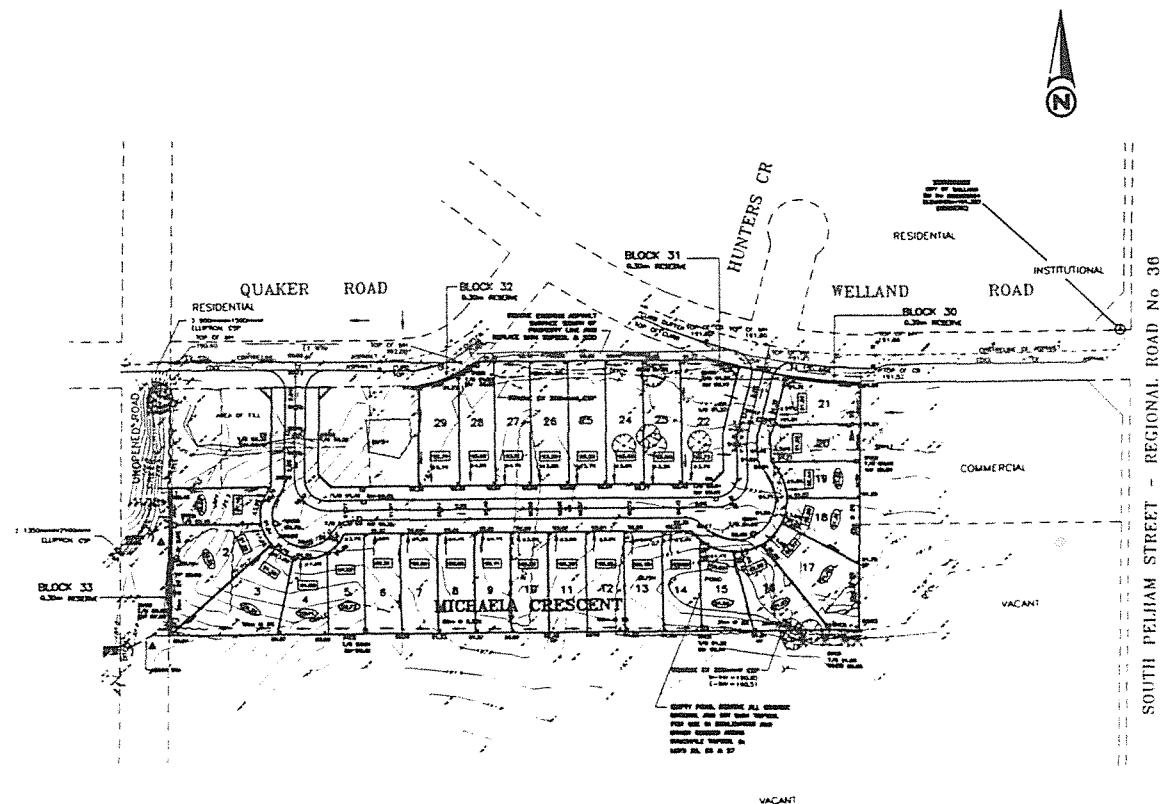
- EXISTING ELEVATION
- DESIGN ELEVATION
- GARAGE FLOOR ELEVATION
- REAR YARD ELEVATION (WALK OUT)
- DITCH BASIN /
REAR YARD CATCH BASIN
- SECTORY / REAR YARD SWALES
MINIMUM GRADES: SECTORY BETWEEN HOUSES
1% SHEET FLOW AND REAR YARD SWALES 2%
- DRIVEWAY GRADES



TYPICAL REARYARD SWALE
DESIGN GRADES BELOW ORIGINAL GROUND



TYPICAL REARYARD SWALE
DESIGN GRADES ABOVE ORIGINAL GROUND



APPROVED WITH RESPECT TO
TOWN OF PELHAM STANDARDS
AND POLICY REQUIREMENTS

L. J. MOORE, P. ENG.
DIRECTOR OF GRADING

NO.	DESCRIPTION	BY	DATE	APPROVED	DATE	REMARKS
0	FOR CONSTRUCTION	BC	OCT/98	J.C.	OCT/98	
1	REVISED FOR APPROVAL	BC	APR/99	J.C.	APR/99	
2	REVISED FOR TOWN	BC	APR/99	J.C.	APR/99	
3	REVISED FOR TOWN APPROVAL	BC	APR/99	J.C.	APR/99	
4	REVISED FOR CONSTRUCTION	BC	APR/99	J.C.	APR/99	
5	REVISIONS TO 3D BY 3D-3C & 3D-3D	J.C.	JUL/99	J.C.	JUL/99	

OWN

STRUCTURE

CLIENT	MOUNTAINVIEW DEVELOPMENTS INC.	TOWN OF PELHAM OPERATIONS DEPARTMENT
PROJECT	SUNSHINE ESTATES	GRADING PLAN
CONLIN ASSOCIATES LTD	14 ARMOUR DRIVE WELLAND, ONTARIO L3C-2W8 (905) 788-9490 FAX 788-1825	SCALE 1:500 DATE: OCT/98 DRAWN BY: J. MOORE APPROVED BY: J. CONLIN

BY THE DESIGNER:
ELEVATION=191.727
NORTHWEST CORNER OF REGIONAL ROAD 33 & WELLAND ROAD.
REFER TO PLAN FOR EXACT LOCATION.

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

37

" 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.

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 the applicable telephone and cable television companies standards.

The Owner shall, as requested by the applicable telephone company and 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 the applicable gas company for underground gas lines shall be granted by the Owner without cost.

The Owner shall make all necessary arrangements with the applicable gas company to provide each lot with a service in accordance with the Town's and the applicable gas company's standards.

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 subdivision 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 of Pelham'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 subdividers's agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

" 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. If any service facilities such as fire hydrants, street lights, curb stops, transformers, telephone or T.V. pedestals etc., are required to be removed to accommodate the revised driveway location, all costs associated therewith shall be the responsibility of the Purchaser.

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 of the Town of Pelham, 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.

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 of Pelham 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

43

The Owner shall landscape the rear of lots 3 to 28 with Russian Olive shrubs, American Elder, Cut Leaf Sumac and Wayfaring trees spaced and located to the satisfaction of the Director.

SCHEDULE

“O”

FENCING

The Owner shall install fencing at all locations shown in the approved engineering drawings for this development. Unless otherwise indicated in this agreement, all fencing shall be chain link 1.80 m high in accordance with OPSD 900.01 and OPSS 431 with a top rail. All metal posts and top rail to be Schedule 40 galvanized steel pipe with green vinyl coating fabric to be vinyl coated (green) galvanized 9 gauge wire.

SCHEDULE

" P "

SECURITY, MAINTENANCE BONDS AND INSURANCE

Name of Subdivision: Sunshine Subdivision

Name of Owner: Mountainview Homes Inc.

1.	Estimated Primary Servicing Value:	\$346,794.75	
	15% Engineering and Contingency Allowance:	\$ 52,019.21	
	7% G.S.T.	<u>\$ 24,275.63</u>	
	Total Primary Servicing Value for Security Purposes:	\$423,089.60	A
	50% of A (rounded)	\$212,000.00	
	Total Security for Lien Act Purposes:		
	10% of A (rounded)	\$42,500.00	
2.	Estimated Secondary Servicing Value:	\$94,451.00	
	(a) Street trees (33 @ \$300.00 = \$9,900.00)	included in secondary servicing estimate	
	(b) paved driveway ramps (29 ramps - lump sum \$22,895.00)	included in secondary servicing estimate	
	(c) landscaping plants @ 4 m centers	included in secondary servicing estimate	
	15% Engineering and Contingency Allowance:	\$14,167.65	
	7% G.S.T.	<u>\$6,611.57</u>	
	Total Security Servicing Value for Security Purposes:	\$138,276.26	B
	120% of B (rounded)	\$138,000.00	

SCHEDULE
"P-1"
SECURITY, MAINTENANCE BONDS AND INSURANCE

Name of Subdivision: Sunshine Subdivision
Name of Owner: Mountainview Homes Inc.

		Estimated <u>Cost</u>	Letter of <u>Credit</u>	<u>Cash Deposit</u>
1.	<u>Town Engineering, Administration, Consulting and Legal Costs</u> Lump sum as agreed	\$8,000.00		\$8,000.00
2.	<u>Town Engineering Inspection Costs</u>	\$32,000.00		\$32,000.00
3.	<u>Primary Servicing Costs</u> 50% Security	\$423,100.00	\$212,000.00	
4.	<u>Lien Act</u> 10% Security		\$42,500.00	
5.	<u>Secondary Servicing</u>	\$138,200.00		
	a. Traffic signs 2 x \$250.00 120% security	\$500.00	\$138,000.00	\$500.00
6.	<u>Storm Sewer</u>			
	a. Oversizing Payment (\$190/50/lm x 208.48m)	\$39,694.59		\$39,694.59
<u>Total Estimated Servicing Costs:</u>		<hr/> \$641,494.59		
7.	<u>General:</u>			
	a. Unpaid Taxes	(NIL)		
	b. Local Improvements	(NIL)		
9.	<u>Cash in Lieu of dedication of Parkland:</u>	(NIL)		
<u>TOTAL DEPOSITS:</u>			\$392,500.00	\$80,194.59