

FOR OFFICE USE ONLY

778754

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

'04 03 2 12 07

LAND REGISTRAR

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 15 pages

(3) Property Identifier(s) Block PART OF 64066 - 0524 (R) Property Additional: See Schedule ☐

(4) Nature of Document SITE PLAN AGREEMENT

(5) Consideration Dollars \$

(6) Description Part Block G and Lot 70, Plan 717, Pelham, designated as Part 1 on Plan 59R-11653 save and except Part 2 on Plan 59R-12320, Town of Pelham, Regional Municipality of Niagara and being part of PIN 64066-0524 (R).  
  
BL 2544

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

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(8) This Document provides as follows:  
  
SEE SITE PLAN AGREEMENT ATTACHED.

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature  
Y M D  
CONCORD III LIMITED  
(Owner)

(11) Address for Service 3350 Merrittville Highway, 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 LANCASTER BROOKS & WELCH  
(Town/Applicant) PER: 2004 03 02  
by its solicitors Lancaster Brooks & Welch  
(R. Bruce Smith)

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

(14) Municipal Address of Property 1398 Pelham Street  
Fonthill, Ontario  
L0R 1E0

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

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Document prepared using The Conveyancer

THIS AGREEMENT made in triplicate this 23rd day of February, 2004 A.D.

BETWEEN:

**CONCORD III 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

**WHEREAS** the Owner purports to be the owner of the lands in the Town of Pelham described in Schedule "A" (the "Lands") attached hereto;

**AND WHEREAS** the Owner is desirous of constructing a townhouse development in accordance with Schedules "B", "C", "D", "E" and "F" attached hereto and filed in the Town's offices;

**AND WHEREAS** the Town has agreed to permit the said construction subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows: -

1. DEFINITIONS

In this Agreement:

- (a) CHIEF BUILDING OFFICIAL shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) COUNCIL shall mean the Council of the Corporation of the Town of Pelham.
- (c) DIRECTOR OF PLANNING SERVICES shall mean the Director of Planning Services of the Corporation of the Town of Pelham.
- (d) DIRECTOR OF OPERATIONS shall mean the Director of Operations of the Corporation of the Town of Pelham.
- (e) FACILITIES AND WORKS shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (f) LANDS shall mean the lands described in Schedule "A" attached hereto.
- (g) PROFESSIONAL ARCHITECT shall mean a Professional Architect registered with the Ontario Association of Architects.
- (h) PROFESSIONAL ENGINEER shall mean a Professional Engineer registered with the Association of Professional Engineers.
- (i) TOWN CLERK shall mean the Clerk of the Corporation of the Town of Pelham.
- (j) TREASURER shall mean the Director of Financial Services of the Corporation of the Town of Pelham.

2. GENERAL PROVISIONS

- (a) The Owner shall develop and maintain the lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

- (b) The Owner shall perform any and all construction and installation on the lands in accordance with the terms and conditions contained herein and as shown on Schedules "B", "C", "D", "E" and "F" attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (c) The Owner shall not perform any construction or installation on the lands except in accordance with the terms and conditions contained herein and shown on said Schedules "B", "C", "D", "E" and "F" attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (d) The Owner shall maintain and keep in repair, driveways and access servicing the buildings located in the development.
- (e) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the Lands for the purpose of inspection of any facilities and works referred to in this Agreement and for the purpose of the completion of any facilities and works in accordance with this clause and this Agreement.
- (f) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance or existence of any facilities and works done by the Owner, its contractors, servants or agents on the lands or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required facilities and works in accordance with this clause and this Agreement.
- (g) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.

3. STORM DRAINAGE FACILITY

- (a) The Owner shall, at its own expense, construct a storm drainage facility and outlet on the site to adequately serve the development proposed on the lands, such construction to be in accordance with the approved Sedimentation Control and Master Grading Plan attached hereto as Schedule "D" and filed in the Town of Pelham offices. Minor changes to the Sedimentation Control and Master Grading Plan may be permitted subject to the approval of the Director of Operations.
- (b) The Owner shall implement the Stormwater Management Plan for Victory Garden Condominium prepared for Concord III Limited, dated July 2003, prepared by Upper Canada Consultants.
- (c) The Owner shall provide siltation control fencing and maintenance during the site servicing and building construction stages.
- (d) The above noted stormwater drainage facility on the site shall be maintained in proper operating condition at all times and in particular during the site servicing and building construction stages.
- (e) The Owner shall provide his Design Engineer's verification that all stormwater controls have been installed in conformance with the approved Stormwater Management Report, prepared by Upper Canada Consultants. The Owner shall provide a copy of his Design Engineer's verification to both the Town and the Regional Niagara Public Works Department.
- (f) The Owner shall convey free and clear of all encumbrances and at its own expense, easements to the Corporation of the Town of Pelham, over, under and through Part 1 on 59R-12320, for stormwater management purposes. Said conveyance shall be provided prior to the issuance of a Building Permit.

- (g) The Owner shall be responsible, at its own expense, for repairing and forever maintaining the stormwater management system located on said Lands. In the event that the Owner does not repair and maintain the stormwater management system in accordance with the provisions of this agreement or to the complete satisfaction of the Director of Operations then the Town may at its sole discretion, repair or maintain said system and collect associated costs in a like manner as municipal taxes.

4. GRADING

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed Sedimentation Control and Master Grading Plan for the site, said plans to clearly indicate the existing drainage pattern on all adjacent lands originally flowing through, into or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Operations. This Sedimentation Control and Master Grading Plan, attached hereto as Schedule "D", shall be approved by the Director of Operations prior to the execution of this agreement. Minor changes to the Sedimentation Control and Master Grading Plan may be permitted subject to the approval of the Director of Operations.
- (b) The Owner shall submit a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule "D" to this agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said lands.
- (d) The Owner shall provide his Design Engineer's verification that all grading, servicing and erosion controls have been installed in conformance with the approved Stormwater Management Report, prepared by Upper Canada Consultants. The Owner shall provide a copy of his Design Engineer's verification to both the Town and the Regional Niagara Public Works Department.

5. SANITARY SYSTEM

- (a) The Owner shall, at its own expense, construct a sanitary sewer lateral on the said Lands to adequately serve the building to be erected thereon, such construction to be in accordance with specifications and a design approved by the Director of Operations and filed in the Town's offices prior to the issuance of a Building Permit. The Owner undertakes to repair and forever maintain the sanitary sewer system located on the said lands and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.
- (b) The Owner shall obtain a Regional Construction Encroachment Permit concerning the required connection to the sanitary sewer system.

6. WATER SUPPLY

- (a) The Owner shall, at its own expense, construct, install and forever maintain all necessary connections and all internal water supply services necessary to serve the development, such construction to be in accordance with the requirements of and with specifications and a design approved by the Director of Operations and filed in the Town's offices prior to the issuance of a Building Permit.
- (b) The Owner shall ensure that Town Operations Staff witness the required connection to the municipal water supply service.
- (c) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall ONLY be carried out by Town Staff certified in accordance with Ontario Regulation 459/00 made under the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40, as amended.
- (d) The Owner shall comply with the provisions of the *Ontario Water Resources Act* and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.

- (e) The Owner shall obtain a Regional Construction Encroachment Permit concerning the required connection to the municipal water supply service.

7. LANDSCAPING

- (a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved Landscape Plan attached hereto as Schedule "E". Minor changes to the Landscape Plan may be permitted subject to the approval of the Director of Planning Services.
- (b) Unless otherwise approved or required by the Town, the Owner shall not remove trees or other vegetation from the said lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.

8. HYDRO

The Owner shall cause to be installed, at its own expense, a hydro system to serve the development, in accordance with the plans and specifications approved by Peninsula West Utilities Limited. The Owner shall be responsible for the cost of maintaining and repairing the hydro system located on said Lands in perpetuity.

9. GARBAGE DISPOSAL

- (a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse.
- (b) If it is the intention of the Owner to provide for Regional solid waste collection services within the proposed development, the Owner shall follow the Regional Policy entitled "Waste Collection By Way Of Entry On Private Property" and attachments thereto.

10. PARKING, CURBING, DRIVEWAYS AND SIDEWALKS

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved asphalt parking areas and driveways or such other form of hard surfacing acceptable to the Town.
- (b) The Owner shall, at its own expense, curb all asphalt areas as detailed on the Site Servicing Plan attached hereto as Schedule "C".
- (c) The Owner shall obtain a Regional Entrance Permit in order to secure approval to construct within the Regional roadway.

11. BUILDING AND SERVICES

The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with Schedules "B", "C", "D", "E" and "F" attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

12. ADMINISTRATIVE AND CONSULTING COSTS

The Owner shall pay the Town's reasonable costs in connection with this agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

13. FINANCIAL OBLIGATIONS FOR FACILITIES AND WORKS

- (a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to the lesser of:
  - (i) the estimated cost of completing the facilities and works; or

(ii) \$60,000.00

The parties have calculated that the estimated cost for completion to be approximately five hundred seventy-two thousand nine hundred and ninety-one dollars and sixty-seven cents (\$572,991.67) as set out in Schedule "G" attached hereto and forming part of this Agreement.

- (b) The deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Treasurer and shall be held as security to ensure the completion of the facilities and works until such time as the Town permits its release as ordered herein. The deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.
- (c) Upon completion of the facilities and works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Professional Architect or Professional Engineer or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the agreements and any amounts refunded or reduced as the work required by this agreement progresses, shall be returned to the Owner, without interest.
- (d) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the facilities and works is less than the amount of the deposit.
- (e) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the facilities and works pursuant to this Agreement.
- (f) The Owner agrees that all of the facilities and works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition.

#### 14. DEFAULT

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (a) enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- (b) make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;

- (c) retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (d) bring action to compel specific performance of all or any part of this Agreement for damages; and
- (e) exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

15. COVENANTS

The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said Lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the Lands to and for the Town, its successors and assigns.

16. REGISTRATION

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

17. OBLIGATION

This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said Lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this agreement or any negligence of any such person in the performance of the said obligation.

18. BUILDING PERMIT

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a Building Permit required pursuant to the terms of the agreement or at the time of the execution of this agreement, whichever is applicable.

19. PLANS

The Owner agrees that all plans shall be drawn by a Professional Architect or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

20. NOTICES

Any notice, demand, acceptance or request provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at:

Town Clerk  
Town of Pelham  
P. O. Box 400  
20 Pelham Town Square  
Fonthill ON L0S 1E0

To the Owner at:

Concord III Limited  
3350 Merrittville Hwy, Unit 9  
Thorold ON L2V 4Y6

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this paragraph 20. Any notice delivered to the party to whom it is addressed in this paragraph 20 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

21. SCHEDULES

The originals of the plans set out in Schedules "B", "C", "D", "E" and "F" attached are available at the offices of the Town at the address set out in paragraph 20.

22. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

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

**CONCORD III LIMITED**



Mark Basciano

I have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF PELHAM**



Mayor Ron Leavens



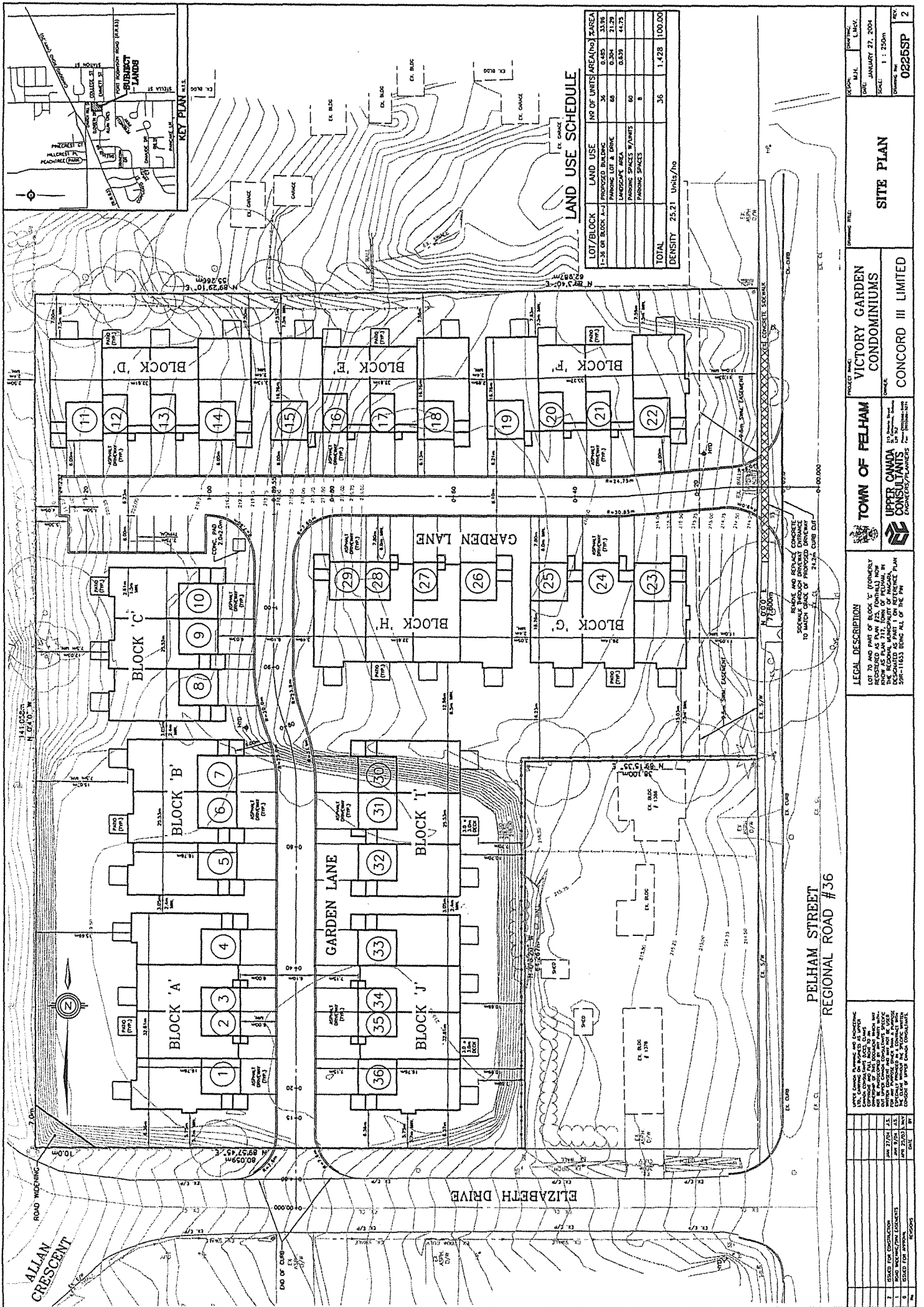
Clerk Cheryl Miclette



SCHEDULE "A"

LEGAL DESCRIPTION

Part Block G and Lot 70, Plan 717, Pelham, designated as Part 1 on Plan 59R-11653 save and except Part 2 on Plan 59R-12320, Town of Pelham, Regional Municipality of Niagara and being part of PIN 64066-0524 (R).

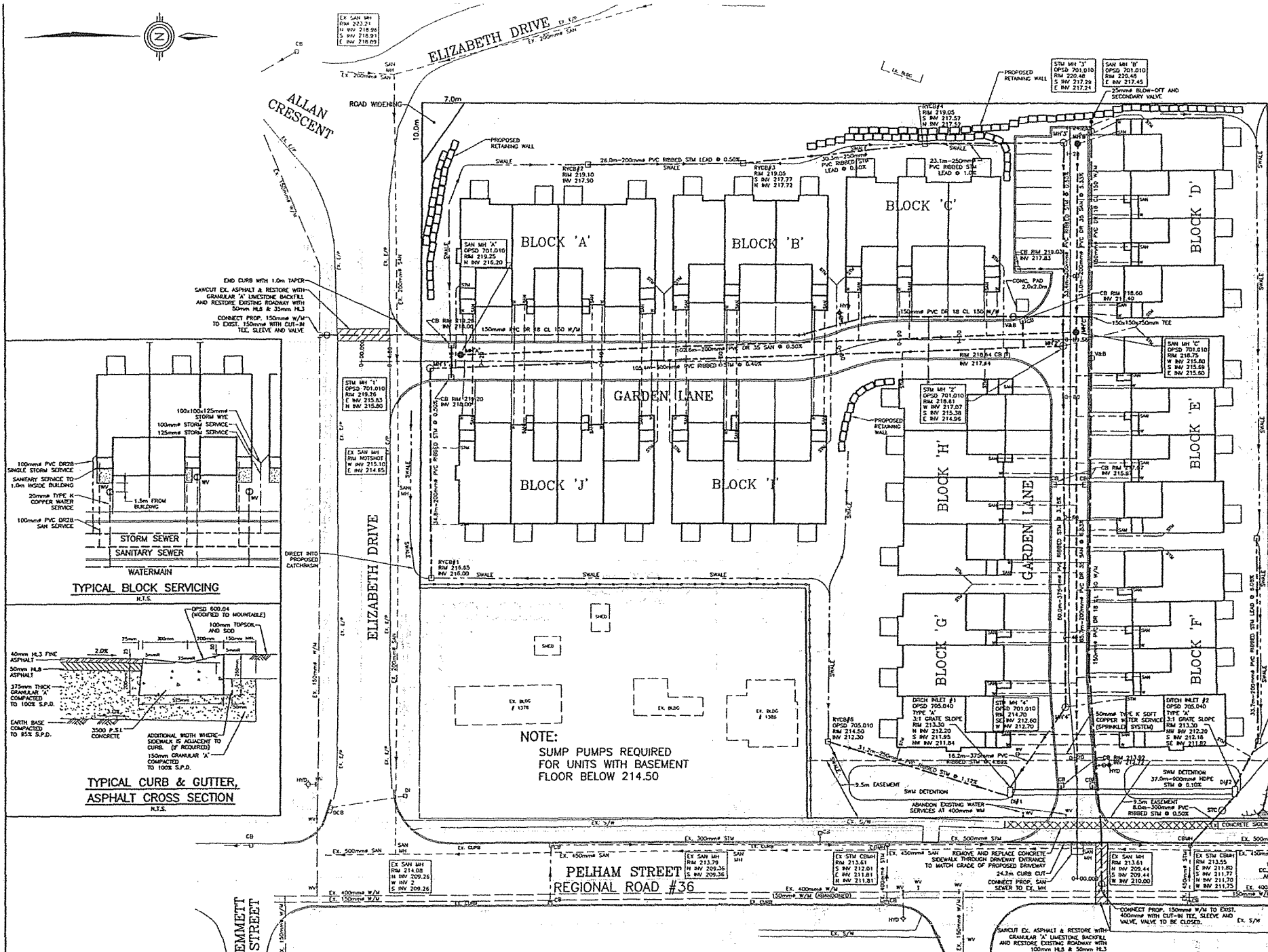
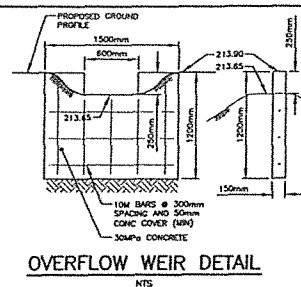


SCHEDULE "C"

SITE SERVICING PLAN

NOTES:

1. STORM SYSTEM:
  - a) STORM SEWER UP TO AND INCLUDING 450mm SHALL BE PVC RIBBED CSA 182.4 UNLESS OTHERWISE SPECIFIED. GREATER THAN 450mm SHALL BE CONCRETE 650.
  - b) SINGLE CATCHBASINS PER OPSD #705.01 AND DOUBLE CATCHBASINS PER OPSD #705.02
  - c) 900mm HOPE STORM SEWER SHALL BE SMOOTH INTERIOR WELLED CSA 182.4 210 KPa PVC STIFFNESS WITH WELL & SPIGOT COUPLER.
  - d) BEDDING FOR STORM SEWER, FLEXIBLE OPSD 802.010, RIGID OPSD 802.031
  - e) ALL SINGLE CB LEADS TO BE 200mm PVC RIBBED CSA 182.4 AND 2.0% SLOPE.
2. SANITARY SYSTEM
  - a) SANITARY SEWER SHALL BE PVC OR 35 CSA 182.2
  - b) BEDDING FOR SANITARY SEWER PER OPSD 802.010
  - c) SANITARY SERVICE CONNECTION PER OPSD 1006.020
3. WATER SYSTEM:
  - a) WATERMAIN SHALL BE PVC DR18 CL150 CSA 137.4
  - b) BEDDING FOR WATERMAIN PER OPSD 802.010
  - c) MINIMUM COVER FOR WATERMAIN IS 1.70m TO THE CENTER OF THE PIPE.
  - d) WATER SERVICE CONNECTION PER OPSD 1104.010
  - e) HYDRANT INSTALLATION PER OPSD 1105.010
  - f) TOWN OF PELHAM OPERATES VALVES WITH THE ROW & REQUIRED 72 HRS NOTICE FOR VALVE TURNING & CONNECTIONS.
4. GENERAL:
  - a) ALL ASPHALT PARKING LOT AREAS TO BE GRADED AT A MINIMUM OF 1.0%.
  - b) ALL DRIVEWAY AND PARKING LOT GRADES REFER TO GUTTER LINE OR FINISHED ASPHALT GRADE.
  - c) ALL GRASSED AREAS, OUTSIDE THE LIMITS OF THE SITE, DETERMINED BY THE CONTRACTOR SHALL BE REVEGETATED WITH 100mm TOPSOIL AND 500 EXCEPT FOR THE AREA ALONG THE STORM SEWER OUTLET WHICH IS TO BE REVEGETATED WITH TOPSOIL AND HYDROSEED.
  - d) THE POSITION OF EXIST. POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONSTRUCTION DRAWINGS. WHERE SHOWN THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.
  - e) BEFORE STARTING WORK, THE CONTRACTOR SHALL CHECK WITH ALL UTILITIES INVOLVED AND INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
  - f) SITE SERVICES TO BE CONSTRUCTED AS PER OPSD AND OPSD STANDARDS AND SPECIFICATIONS.
  - g) FINISHED LOT GRADING NOT TO ADVERSELY AFFECT DRAINAGE OF EXISTING AND ADJACENT LANDS.
  - h) ALL CURB AND GUTTER TO BE BACKFILLED WITH NATIVE MATERIAL COMPACTED TO 93% SFD. WHERE THE CURB IS HIGHER THAN THE EXISTING GROUND BACKFILL TO BE GRADED TO A 3:1 SLOPE OR FLATTER.



NO.	REVISIONS	DATE	BY
1	ISSUED FOR CONSTRUCTION	JAN 27/04	J.S.
2	FOR TOWN COMMENTS (JAN 9/04)	JAN 9/04	J.S.
3	FOR TOWN COMMENTS (OCT 9/03)	OCT 9/03	J.S.
4	ISSUED FOR APPROVAL	APR 25/03	L.M.V.

UPPER CANADA PLANNING AND ENGINEERING LTD. ENGINEERING OR BUSINESS AS UPPER CANADA CONSULTANTS (UCC) CLAIMS COPYRIGHT AND FIRM RIGHT TO AN OWNERSHIP OF THIS DOCUMENT WHICH MAY NOT BE REPRODUCED BY ANY PARTY WITHOUT UPPER CANADA CONSULTANTS' SPECIFIC WRITTEN CONSENT AND MAY NOT BE USED FOR ANY PURPOSE OTHER THAN A PURPOSE SPECIFICALLY PROVIDED IN A CONTRACT WITH THE CLIENT WITHOUT THE SPECIFIC WRITTEN CONSENT OF UPPER CANADA CONSULTANTS.

APPROVED FOR CONSTRUCTION:

TOWN ENGINEER DATE

STAMP: J.P. SCHOOLEY

TOWN OF PELHAM

UPPER CANADA CONSULTANTS ENGINEERS/PLANNERS

PROJECT NAME: VICTORY GARDEN CONDOMINIUMS

OWNER: CONCORD III LIMITED

DRAWING TITLE: SITE SERVICING PLAN

DESIGN: M.H. L.M.V.

DATE: JANUARY 27, 2004

SCALE: 1 : 300m

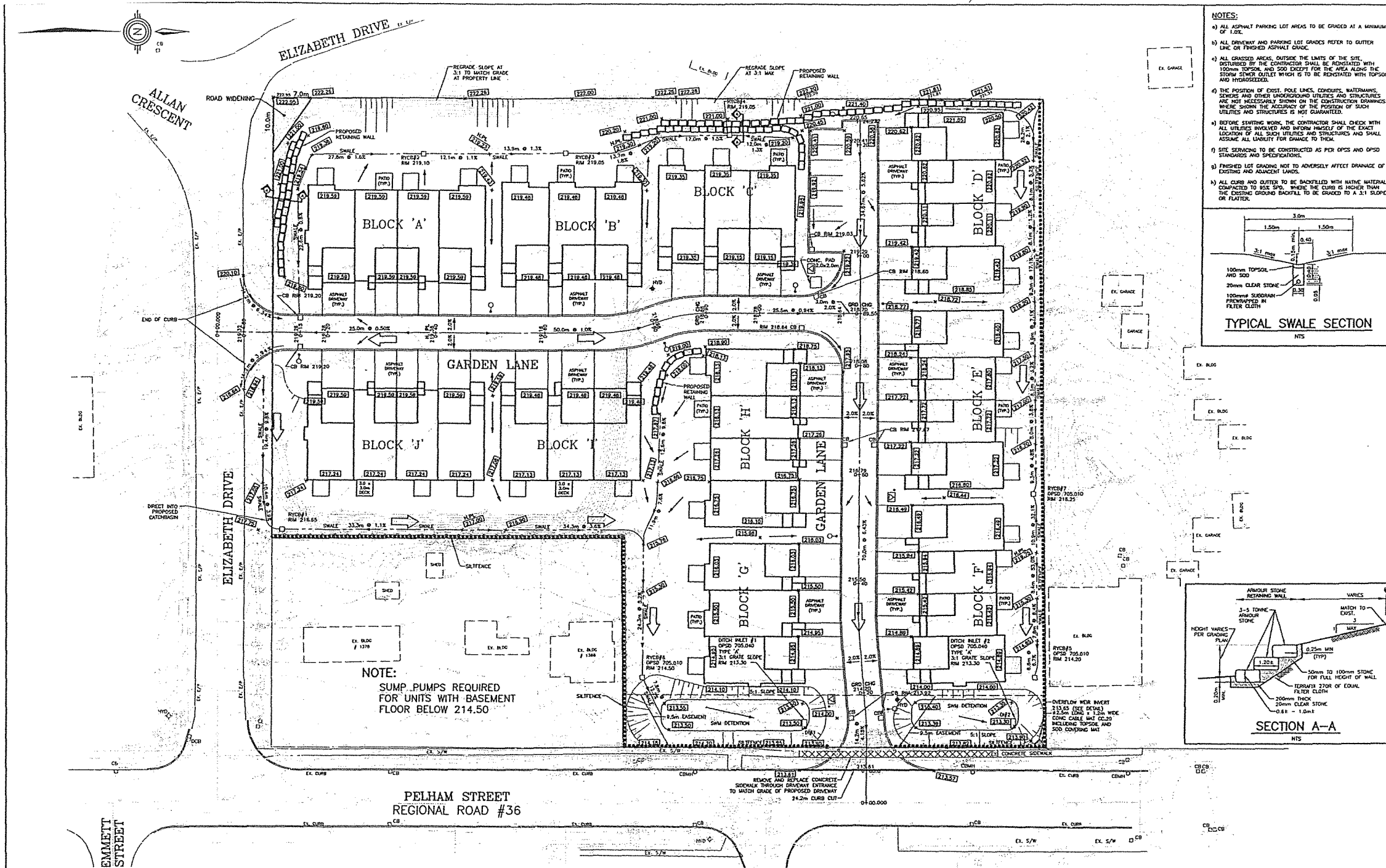
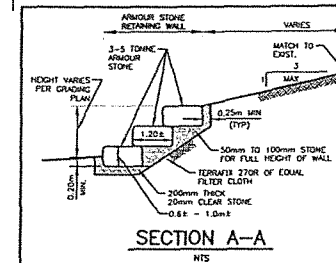
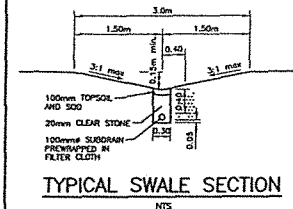
DRAWING NO: 0225SS

REV: 3

SCHEDULE "D"

SEDIMENTATION CONTROL & MASTER GRADING PLAN

- NOTES:**
- 1) ALL ASPHALT PARKING LOT AREAS TO BE GRADED AT A MINIMUM OF 1.0%.
  - 2) ALL DRIVEWAY AND PARKING LOT GRADES REFER TO CUTTER LINE OR FINISHED ASPHALT GRADE.
  - 3) ALL GRASSED AREAS, OUTSIDE THE LIMITS OF THE SITE, DISTURBED BY THE CONTRACTOR SHALL BE RESTORED WITH 100mm TOPSOIL AND 500 DEEPLY FOR THE AREA ALONG THE STORM SEWER OUTLET WHICH IS TO BE RESTORED WITH TOPSOIL AND HYDROSEEDING.
  - 4) THE POSITION OF EXIST. POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONSTRUCTION DRAWINGS, WHERE SHOWN THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED.
  - 5) BEFORE STARTING WORK, THE CONTRACTOR SHALL CHECK WITH ALL UTILITIES INVOLVED AND INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
  - 6) SITE SERVICES TO BE CONSTRUCTED AS PER OPS AND OPSD STANDARDS AND SPECIFICATIONS.
  - 7) FINISHED LOT GRADING NOT TO ADVERSELY AFFECT DRAINAGE OF EXISTING AND ADJACENT LANDS.
  - 8) ALL CURB AND OUTLET TO BE BACKFILLED WITH NATIVE MATERIAL COMPACTED TO 95% S.D. WHERE THE CURB IS HIGHER THAN THE EXISTING GROUND BACKFILL TO BE GRADED TO A 3:1 SLOPE OR FLATTER.



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SCHEDULE "E"

LANDSCAPE PLAN

PLANT SCHEDULE:				
KEY	BOTANICAL NAME	COMMON NAME	NO.	SIZE
TREES & CONIFERUS:				
11	LARIX LARicina	LARCH	4	250CM W.B.
12	PRUNUS PRAENSIS	COLOURED SPRUCE	25	250CM W.B.
TREES & CONIFERUS:				
13	ACER RUBRUM 'KARPOK'	KARPOK MAPLE	13	50MM CAL. W.B.
14	ACER SACCHARINUM 'ENDOWMENT'	ENDOWMENT SUGAR MAPLE	23	50MM CAL. W.B.
15	CORYLUS CORNULOMYIA	BILLIE BEECH	1	45MM CAL. W.B.
16	QUERCUS RUBRA	RED OAK	1	50MM CAL. W.B.
17	QUERCUS RUBRA	RED OAK	1	50MM CAL. W.B.
SHRUBS & CONIFERUS:				
18	SAURURUS TORTUOSUS 'SARCOKE'	SARCOKE SAURURUS	35	25CM
19	JUNIPERUS HORIZONTALIS 'TURKISH SPREADER'	TURKISH SPREADER JUNIPER	4	25CM
20	JUNIPERUS PHOENICIS 'MAMA'	JUNIPERUS PHOENICIS	25	25CM
21	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	15	25CM
22	TAIUS MEDIA 'DENYSPERUS'	DENYSE YEW	45	50CM
23	TRINIA DECIDUALIS 'EMERALD'	EMERALD CEDAR	73	135CM
24	TRINIA DECIDUALIS 'TACORA'	BLACK CEDAR	76	135CM
SHRUBS & CONIFERUS:				
25	ANGELICA TREE	ANGELICA TREE	1	100CM
26	ELAEAGNUS ALBIFLORA 'RUSTY SPICE'	RUSTY SPICE SWEET PEPPERBUSH	3	45CM
27	CORYLUS COCCINEA 'PURPUREA'	PURPLE SMOKE TREE	31	45CM
28	CORYLUS COCCINEA 'DANIELA TONIA BEAUTY'	DANIELA TONIA BEAUTY	37	25CM
29	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
30	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
31	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
32	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
33	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
34	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
35	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
36	PRUNUS LANCEOLATA	PRUNUS LANCEOLATA	25	25CM
GROUND COVER & VINES:				
37	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
38	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
39	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
40	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
41	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
42	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
43	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
44	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
45	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER
46	GERANIUM HELIX 'WILSON'	WILSON GERANIUM	14	CONTAINER

LEGEND

- APPROXIMATE STONE RETAINING WALL (SEE GRADING PLAN)
- LIGHT STANDING LOCATION (SEE ELEC. DWG.)
- TRANSFORMER LOCATION (SEE ELEC. DWG.)

LANDSCAPING NOTES:

NOTE: REFER TO GRADING PLAN FOR RETAINING WALL DETAILS.

NO SUBSTITUTION OF PLANTS UNLESS OTHERWISE APPROVED BY THE REGIONAL MANAGER & THE LANDSCAPE ARCHITECT.

ALL PLANTING TO CONFORM WITH THE CURRENT STANDARDS AND PRACTICES OF THE CANADIAN HURONY TRUCK ASSOCIATION.

NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK IN ADVANCE OF ANY PRUNING OR PLANT REMOVAL.

PLANTING SOIL MIX:  
3 PARTS INDIGENOUS TOPSOIL (FERTILE, FINE, LOW)  
1 PART COM. MANURE

ALL PLANTING BEDS AND TREE PITS SHALL BE FREE OF WEEDS, RUBBER HOSES, ROOTS, DEBRIS 100MM IN ANY DIRECTION.

ALL PLANTING BEDS AND TREE PITS SHALL BE MULCHED WITH A MINIMUM DEPTH OF 100MM. POTS AND MULCH CONTAINING DECIDUOUS WOOD CHIPS NO LARGER THAN 25MM IN ANY DIRECTION.

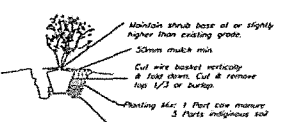
ALL PLANT MATERIAL SHALL BE DELIVERED AND DELIVERED AS PER THE DRAWINGS AND BE ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES.

ALL WORK TO BE PERFORMED TO THE SATISFACTION OF THE REGIONAL MANAGER, THE LANDSCAPE ARCHITECT AND IT MUST BE IN ACCORDANCE WITH ALL MUNICIPAL, REGIONAL AND PROVINCIAL BY-LAWS, CODES AND REGULATIONS.

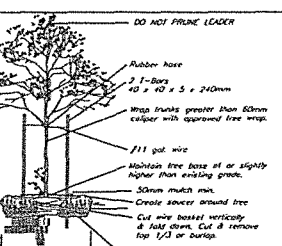
ALL NEW SOIL MUST BE Laid ON 100MM TOPSOIL. EXISTING TOPSOIL MAY BE REUSED PROVIDED IT IS FROM THE TOP 200MM AND IT CONTAINS NO DEBRIS TO AREAS WHERE SOIL DOES NOT CURRENTLY EXIST. TOPSOIL MUST BE FREE OF ANY DEBRIS AND HAVE A BALANCED PH LEVEL.

USE THE BONE MEAL PER 100 SLM THOROUGHLY MIXED INTO TOPSOIL ON BOTH EXISTING TOPSOIL AND NEW TOPSOIL.

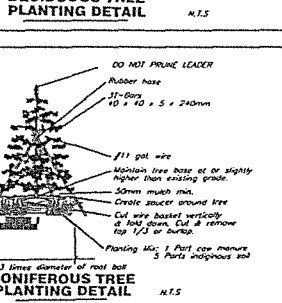
\* SEE LOCATION OF HYDRO POLE, GAS VALVE & BELL BOX.



SHRUB PLANTING DETAIL N.T.S.

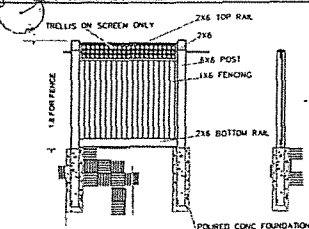


DECIDUOUS TREE PLANTING DETAIL N.T.S.



CONIFEROUS TREE PLANTING DETAIL N.T.S.

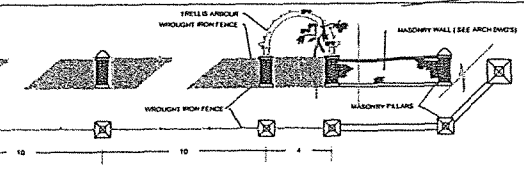
WOOD PRIVACY FENCE & SCREEN DETAIL N.T.S.



LANDSCAPE PLAN

1:300

PELHAM STREET



MASONRY & WROUGHT IRON DECORATIVE FENCE - CONCEPT N.T.S.

NO.	ISSUED FOR CONSTRUCTION	DATE	BY
1	ISSUED FOR CONSTRUCTION	01.27.04	JS
2	ISSUED FOR APPROVAL	07.25.03	DM
3	REVISIONS		

APPROVED BY  
DIRECTOR OF PUBLIC WORKS

DONALD MARTIN  
LANDSCAPE ARCHITECT  
5058 Huron Street, Niagara Falls, Ontario  
905-357-1747

PROJECT NAME:  
VICTORY GARDENS  
(Fonthill School)  
Pelham Street, Fonthill

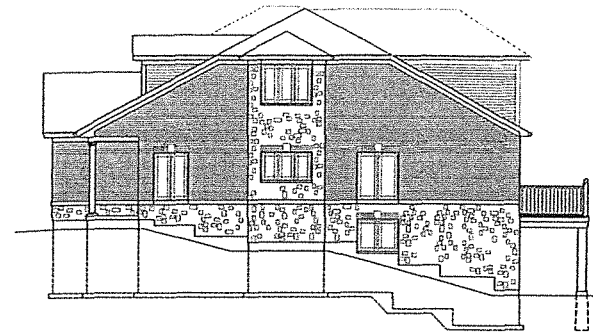
TOWNHOME LANDSCAPE PLAN

DESIGN:	D.M.	DRAWING:	D.M.
DATE:	07.25.03	SCALE:	1:300
DRAWING NO:	0225LP	SHEET NO:	L-11



SCHEDULE "F"

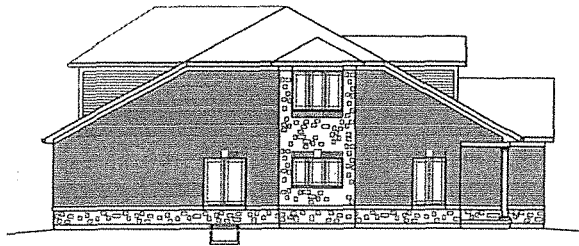
ELEVATION PLAN



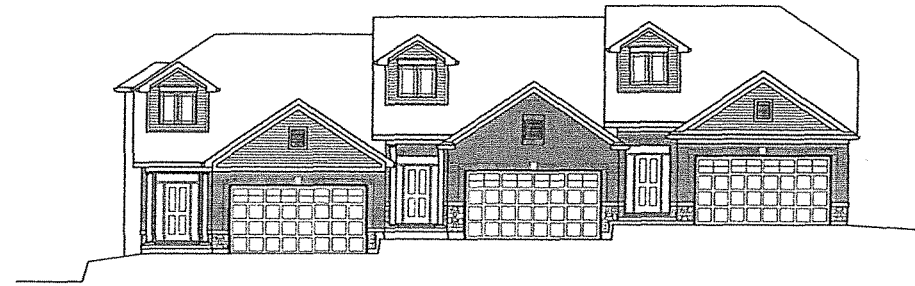
ELIZABETH STREET VIEW  
BLOCK J ELEVATIONS  
SCALE: 1/8"=1'-0"



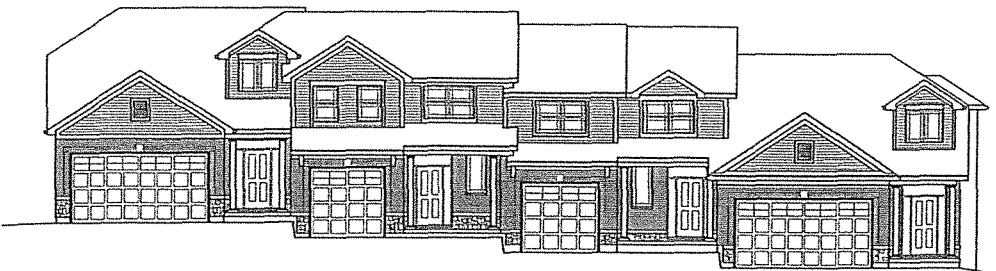
SOUTH PELHAM STREET VIEW



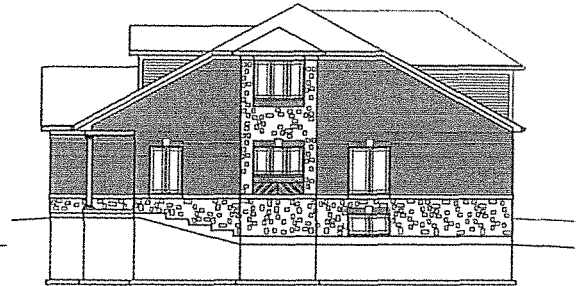
SOUTH PELHAM STREET VIEW  
BLOCK G ELEVATIONS  
SCALE: 1/8"=1'-0"



NORTH VIEW (FRONT)



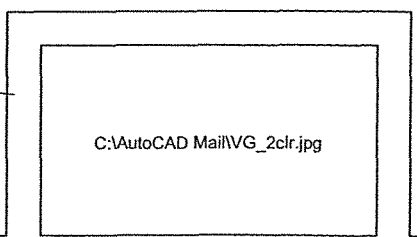
SOUTH VIEW (FRONT)



SOUTH PELHAM STREET VIEW  
BLOCK F ELEVATIONS  
SCALE: 1/8"=1'-0"



SOUTH PELHAM STREET VIEW  
BLOCK I ELEVATIONS  
SCALE: 1/8"=1'-0"



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ISSUED FOR CLIENT REVIEW	
DATE	AUGUST 14, 2003
BY	ARCHITECT
SILVERGATE HOMES LTD. 411 GLENDALE AVE., UNIT 18, ST. CATHARINES, ONT. L2P 3Y1 VICTORY GARDEN CONDOMINIUMS SOUTH PELHAM ROAD FONTHILL, ONTARIO	
EXTERIOR ELEVATIONS SITE PLAN AGREEMENT	
PROJECT NO.	2273
DATE	AUGUST 14, 2003
BY	ARCHITECT
DO NOT SCALE DRAWINGS. REPORT ALL DIMENSIONS TO THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS DRAWING. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS DRAWING. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS DRAWING.	
SHEET NO. A21	

SCHEDULE " G "

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

LETTER OF CREDIT

The site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
1. Site Grading and Preparation	\$ 56,906.30
2. Storm System	115,398.92
3. Water System	58,121.00
4. Sanitary System	48,377.15
5. Roadways	144,188.30
6. Landscaping and Fencing	<u>150,000.00</u>
<b>TOTAL ESTIMATED COSTS</b>	<b><u>\$572,991.67</u></b>

In accordance with Clause 13(a) of this Agreement, the amount of the deposit shall be Sixty Thousand Dollars (\$60,000.00)

CASH PAYMENTS

Cash-in-lieu of Parkland (calculated at 5% of appraised value of \$460,000.00)	\$23,000.00
Construction of Sidewalk on Elizabeth Drive	<u>7,200.00</u>
<b>TOTAL CASH PAYMENTS</b>	<b><u>\$30,200.00</u></b>

FOR OFFICE USE ONLY

778755

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

'04 03 2 12 11

Additional:  
See  
Schedule

Additional:  
See  
Schedule

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 1 pages

(3) Property Identifier(s) Block Property  
PART OF 64066 - 0524 (R) Additional:  
See  
Schedule ☐

(4) Nature of Document  
POSTPONEMENT OF MORTGAGE

(5) Consideration  
Dollars \$

(6) Description  
Part Block G and Lot 70, Plan 717, Pelham, designated as Part 1 on Plan 59R-11653 save and except Part 2 on Plan 59R-12320, Town of Pelham, Regional Municipality of Niagara and being part of PIN 64066-0524 (R).

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

(8) This Document provides as follows:

We, Niagara Credit Union Limited, the registered owners of Mortgage No. RO776106, dated September 26, 2002 and registered September 27, 2002, mortgaging the above described lands, hereby postpone the said mortgage to the Site Plan Agreement No. ~~810~~ 778754, dated February 23, 2004 and registered March 2, 2004, and made between The Corporation of the Town of Pelham and Concord III Limited.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)  
Mortgage No. RO776106 (September 26, 2002); Site Plan Agreement No. ~~810~~ 778754 (March 2, 2004)

(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  
Name: Senior Manager 2004 03 01  
(Postponing Mortgagee) Title: Commercial Credit  
PER: Sheryl Wherry  
Name: Vice President, Corporate Services 2004 03 01  
Title:

(11) Address for Service  
235 Martindale Road, Unit #9, St. Catharines, Ontario, L2W 1A5

(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/Postponee)

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

(14) Municipal Address of Property  
1398 Pelham Street  
Fonthill, Ontario  
L0S 1E0

(15) Document Prepared by:  
R. Bruce Smith  
LANCASTER BROOKS & WELCH  
247 East Main Street  
P.O. Box 67  
Welland, Ontario  
L3B 5N9

FOR OFFICE USE ONLY

Fees and Tax  
Registration Fee  
Total