

SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 3, Concession 7, Town of Pelham, The Regional Municipality of Niagara and more particularly described as Parts 1, 2 and 3 of Reference Plan No. 59R-13462.

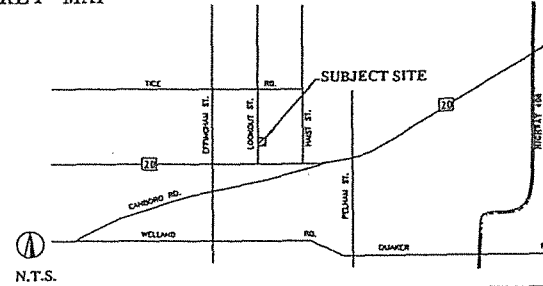
The described lands being all of PIN 64035-0274(LT).

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT		PLAN 59 R- RECEIVED AND DEPOSITED		
DATE: _____		DATE: _____		
ALEX MALESZYK O.L.S.		ASST. DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH(\$\$)		
SCHEDULE				
PART	LOT	CONCESSION	TOWNSHIP	P.L.N.
1				
2	PART OF 3	7	TOWNSHIP OF PELHAM IN THE TOWN OF PELHAM	ALL OF AROUND-TRACT 1
3				
PARTS 1, 2 AND 3 COMPRISE ALL OF P.L.N. 64335-0274(L1)				
PLAN OF SURVEY OF PART OF LOT 3, CONCESSION 7 GEOGRAPHIC TOWNSHIP OF PELHAM IN THE TOWN OF PELHAM REGIONAL MUNICIPALITY OF NIAGARA				
SCALE: 1: 400				
<div style="display: flex; align-items: center; justify-content: center;"><div style="display: flex; gap: 5px;"><div style="width: 10px; height: 10px; background-color: black;"></div> 10</div><div style="width: 100px; border-bottom: 1px solid black; position: relative;"><div style="position: absolute; right: 0; top: -5px;">30</div><div style="position: absolute; right: 0; top: -5px;">30</div></div><div style="margin-left: 10px;">20</div></div> <div style="display: flex; justify-content: space-between; width: 100%;">102030</div>				
ALEX MALESZYK O.L.S.				
METRIC NOTE				
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048				
LEGEND				
#	D	DROUGHT SURVEY MOUNDING FOUNO		
1	D	DROUGHT SURVEY MOUNDING ACT		
2	D	DROUGHT STANDING IRON BAR		
3	D	DROUGHT SHOT STANDING IRON BAR		
4	D	DROUGHT IRON BAR		
5	D	DROUGHT IRON BAR		
6	D	DROUGHT IRON BAR		
7	D	DROUGHT IRON BAR		
8	D	DROUGHT IRON BAR		
9	D	DROUGHT IRON BAR		
10	D	DROUGHT IRON BAR		
11	D	DROUGHT IRON BAR		
12	D	DROUGHT IRON BAR		
13	D	DROUGHT IRON BAR		
14	D	DROUGHT IRON BAR		
15	D	DROUGHT IRON BAR		
16	D	DROUGHT IRON BAR		
17	D	DROUGHT IRON BAR		
18	D	DROUGHT IRON BAR		
19	D	DROUGHT IRON BAR		
20	D	DROUGHT IRON BAR		
21	D	DROUGHT IRON BAR		
22	D	DROUGHT IRON BAR		
23	D	DROUGHT IRON BAR		
24	D	DROUGHT IRON BAR		
25	D	DROUGHT IRON BAR		
26	D	DROUGHT IRON BAR		
27	D	DROUGHT IRON BAR		
28	D	DROUGHT IRON BAR		
29	D	DROUGHT IRON BAR		
30	D	DROUGHT IRON BAR		
31	D	DROUGHT IRON BAR		
32	D	DROUGHT IRON BAR		
33	D	DROUGHT IRON BAR		
34	D	DROUGHT IRON BAR		
35	D	DROUGHT IRON BAR		
36	D	DROUGHT IRON BAR		
37	D	DROUGHT IRON BAR		
38	D	DROUGHT IRON BAR		
39	D	DROUGHT IRON BAR		
40	D	DROUGHT IRON BAR		
41	D	DROUGHT IRON BAR		
42	D	DROUGHT IRON BAR		
43	D	DROUGHT IRON BAR		
44	D	DROUGHT IRON BAR		
45	D	DROUGHT IRON BAR		
46	D	DROUGHT IRON BAR		
47	D	DROUGHT IRON BAR		
48	D	DROUGHT IRON BAR		
49	D	DROUGHT IRON BAR		
50	D	DROUGHT IRON BAR		
51	D	DROUGHT IRON BAR		
52	D	DROUGHT IRON BAR		
53	D	DROUGHT IRON BAR		
54	D	DROUGHT IRON BAR		
55	D	DROUGHT IRON BAR		
56	D	DROUGHT IRON BAR		
57	D	DROUGHT IRON BAR		
58	D	DROUGHT IRON BAR		
59	D	DROUGHT IRON BAR		
60	D	DROUGHT IRON BAR		
61	D	DROUGHT IRON BAR		
62	D	DROUGHT IRON BAR		
63	D	DROUGHT IRON BAR		
64	D	DROUGHT IRON BAR		
65	D	DROUGHT IRON BAR		
66	D	DROUGHT IRON BAR		
67	D	DROUGHT IRON BAR		
68	D	DROUGHT IRON BAR		
69	D	DROUGHT IRON BAR		
70	D	DROUGHT IRON BAR		
71	D	DROUGHT IRON BAR		
72	D	DROUGHT IRON BAR		
73	D	DROUGHT IRON BAR		
74	D	DROUGHT IRON BAR		
75	D	DROUGHT IRON BAR		
76	D	DROUGHT IRON BAR		
77	D	DROUGHT IRON BAR		
78	D	DROUGHT IRON BAR		
79	D	DROUGHT IRON BAR		
80	D	DROUGHT IRON BAR		
81	D	DROUGHT IRON BAR		
82	D	DROUGHT IRON BAR		
83	D	DROUGHT IRON BAR		
84	D	DROUGHT IRON BAR		
85	D	DROUGHT IRON BAR		
86	D	DROUGHT IRON BAR		
87	D	DROUGHT IRON BAR		
88	D	DROUGHT IRON BAR		
89	D	DROUGHT IRON BAR		
90	D	DROUGHT IRON BAR		
91	D	DROUGHT IRON BAR		
92	D	DROUGHT IRON BAR		
93	D	DROUGHT IRON BAR		
94	D	DROUGHT IRON BAR		
95	D	DROUGHT IRON BAR		
96	D	DROUGHT IRON BAR		
97	D	DROUGHT IRON BAR		
98	D	DROUGHT IRON BAR		
99	D	DROUGHT IRON BAR		
100	D	DROUGHT IRON BAR		
BEARING NOTE				
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE EASTERY LIMIT OF LOCKPORT STREET, AS SHOWN ON PLAN 59N-348, HAVING A BEARING OF N 01°15'40" W				
SURVEYOR'S CERTIFICATE				

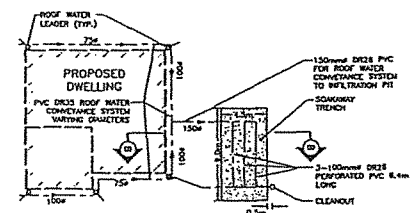
SCHEDULE "B"

SITE SERVICING & GRADING PLAN

KEY MAP



PLAN VIEW



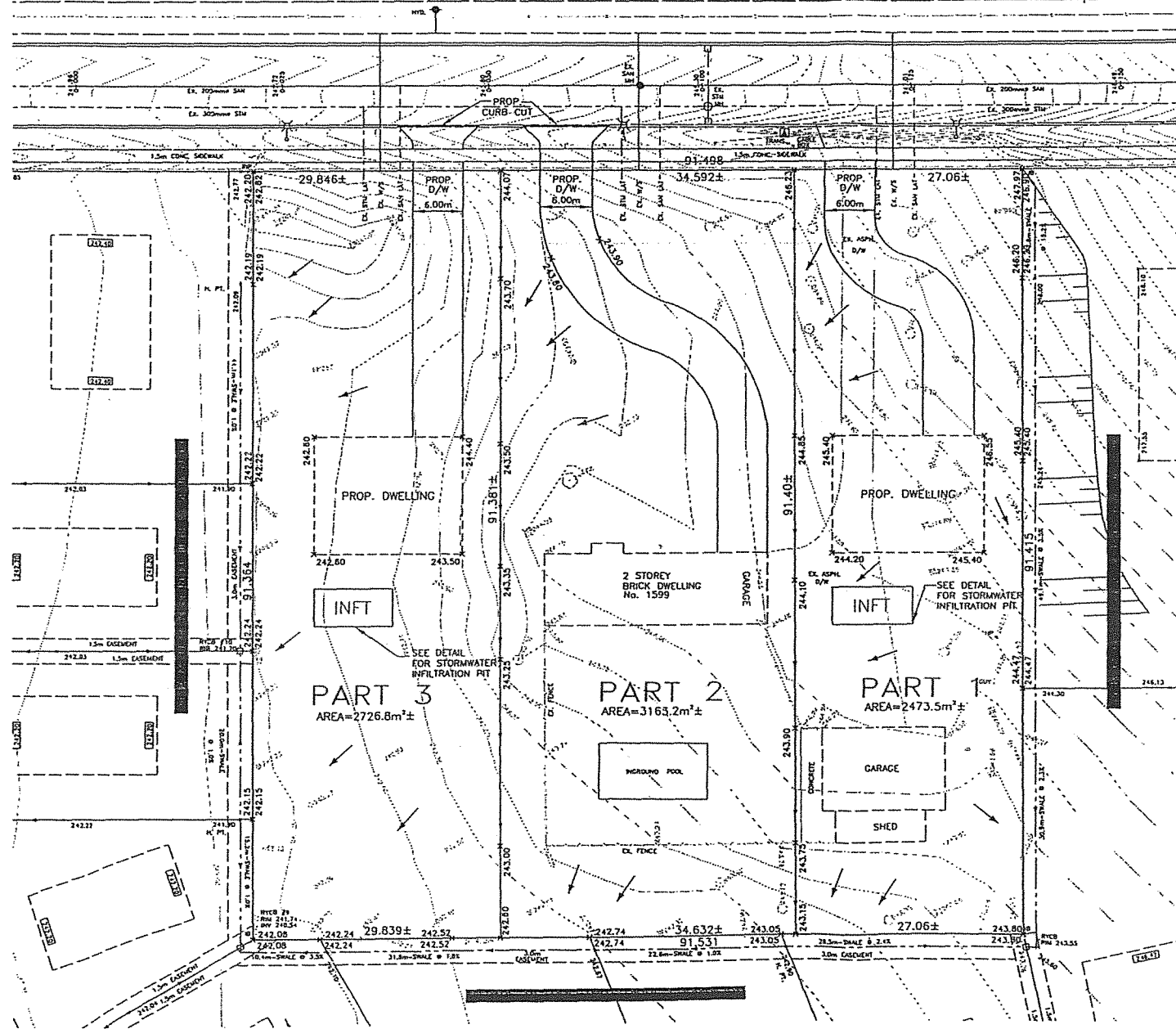
SECTION B-B

SINGLE LOT INFILTRATION PIT DETAIL

LEGEND:

- 242.74 — PROPOSED ELEVATION
- 243.30 95-100 — EXISTING CENTRELINE DESIGN (VILLAGE OF CHESTNUT RIDGE)
- 242.57 — EXISTING DESIGN ELEVATION (VILLAGE OF CHESTNUT RIDGE)
- 242.43 — EXISTING ELEVATION
- DIRECTION OF DRAINAGE FLOW
- OVERLAND SHEET FLOW

LOOKOUT STREET



TOWN OF PELHAM		FEDONI PROPERTY		DRAWING TITLE: SITE SERVICING & GRADING PLAN	
UPPER CANADA CONSULTANTS		JIM FEDONI		DESIGNER: J.S. DRAFTING: N.G.	
DATE: JULY 9, 2007		OWNER: JIM FEDONI		SCALE: 1:250	
DRAWING No: 0884SSGP		REV: 0			

SCHEDULE "C"

BUILDING RESTRICTIONS
(To be included in all Deeds)

The Developer shall cause to be registered against all Lots in the Development Plan 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 Grade Control Plan attached to the 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 Grade Control Plan shall be maintained after construction of any Building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at Purchaser's expense, 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 traveled portion of the roadway to the Street line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Development are constructed.

The Purchaser shall, within twelve (12) 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 the lot.

The Purchaser shall maintain the road allowance between the Street line and the edge of the road 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 Building unit on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services as are applicable to the property have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Development Plan: hydro, gas, water services, sanitary sewers and telephone.

SCHEDULE "C"

BUILDING RESTRICTIONS
(To be included in all Deeds)

(Continued)

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the Lands.

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 "D"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

	<u>CASH</u>	<u>LETTER OF CREDIT</u>	
<u>PRIMARY SERVICES</u>			
Water services - 3 lots @ \$1,900 each	\$5,682.00		
Storm sewers & services - 3 lots @ \$936 each	2,808.00		
Sanitary services - 3 lots @ \$1,133 each	3,432.00		
Reconfigure electrical system	<u>23,579.03</u>		\$35,501.03 *
Stormwater management infiltration trench - 2 @ \$4,000 each		<u>8,000.00</u>	\$8,000.00 #
<u>SECONDARY SERVICES</u>			
Decorative street lighting	\$8,310.71		\$8,310.71 *
Driveway ramps - 3 lots @ \$800.00 each		\$2,400.00	
Adjustment of water service curb boxes - 3 lots @ \$150 each		500.00	
Grading and sodding of boulevards - 352.5m ²		2,800.00	
Boulevard trees - 3 @ \$500.00 each		1,500.00	
Sidewalk - 137.25m ²		<u>6,900.00</u>	\$14,100.00 #
Subtotal Municipal Services			
Total Cash * (Rounded)		\$43,800.00	
Total Letter of Credit #		22,100.00	
Contingencies (5%)		3,300.00	
Engineering (10%)		<u>6,600.00</u>	\$75,800.00
Goods and Services Tax \$75,700.00 @ 6%			<u>4,500.00</u>
TOTAL - CONSTRUCTION OF MUNICIPAL SERVICES (Rounded)		\$80,300.00	(1)
20% PRIMARY AND 120% SECONDARY SERVICE (Rounded) (Including Engineering, Contingencies and GST)		\$22,600.00	(2)
PREVIOUSLY CONSTRUCTED SERVICES (Total *)	\$43,811.74		
TOWN ADMINISTRATION FEE	<u>10,000.00</u>	\$53,811.74	(3)
SUMMARY			
A. <u>LETTER OF CREDIT REQUIRED</u> (2)		\$22,600.00	
B. <u>CASH PAYMENT REQUIRED</u> (3)		\$53,811.74	