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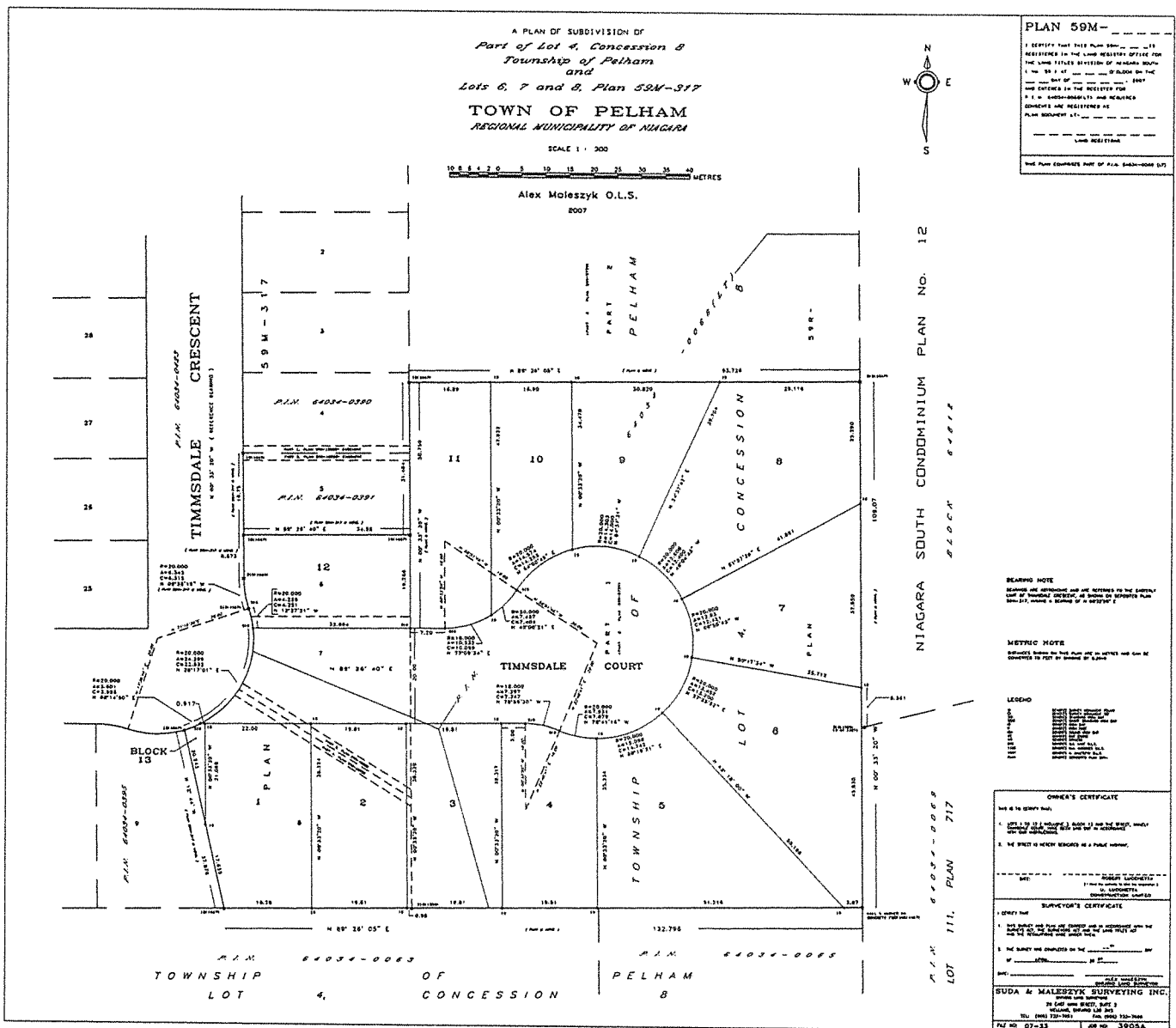
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SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 4, Concession 8 and Lots 6, 7 and 8, Plan 59M-317, Registered Plan No. 59M-
, Town of Pelham, Regional Municipality of Niagara.

The described lands being all of PIN



SCHEDULE "B"

SPECIAL PROVISIONS

1. The Developer acknowledges that the Region will not assign a servicing allocation for the subdivision until the plan is granted final approval for registration.
2. All references to blocks and lots in this Agreement are to be the preliminary Plan of Subdivision (59M Plan) prepared by Alex Maleszyk, O.L.S., under File No. 07-34, dated April 2007.
3. The Developer shall make arrangements satisfactory to the required private utilities and the Town of Pelham for the provision of underground utility services, internal and external to this subdivision.
4. Recognizing that the lands within the plan are primarily comprised of sand and silt surficial soils which, when disturbed or exposed, are susceptible to airborne and waterborne erosion mechanisms; therefore:
 - all areas of the subdivision lands disturbed by servicing work and/or stripped of topsoil cover shall be hydroseeded immediately upon completion of constructions of works;
 - the Developer shall, throughout servicing and the residential building phases of this development, construct and maintain temporary silt ponds at locations determined acceptable by the Director;
 - airborne erosion of sands and silts from disturbed areas shall be controlled by application of water as required in the sole discretion of the Director;
 - the Developer agrees to implement, as required, other reasonable measures as determined by the Director for purposes of controlling and mitigating air and/or water borne sand and/or silt erosion from the subdivision;
 - the Developer shall immediately remove waterborne sands and silts which may be carried from the lands within the plan of subdivision and restore such off-site impacted lands;
 - silt control devices, including silt fences shown on approved engineering drawings and as may be further installed or constructed at the request of the Director, shall be continuously inspected and maintained by the Developer throughout all servicing and residential building phases of this subdivision development; and
 - the Developer shall ensure that house building activities do not encroach upon the road allowance. This includes the storage of excavated materials and house building materials.

SCHEDULE "C"

LANDS CONVEYED TO NEIGHBOUR

The Developer shall transfer title to the neighbouring owner to the west (PIN 64034-0395 (LT)), free and clear of all encumbrances and at its own expense, Block 13.

All references to blocks and lots in this Agreement relate to the preliminary Plan of Subdivision (59M Plan) prepared by Alex Maleszyk, O.L.S., under File No. 07-34, dated April 2007.

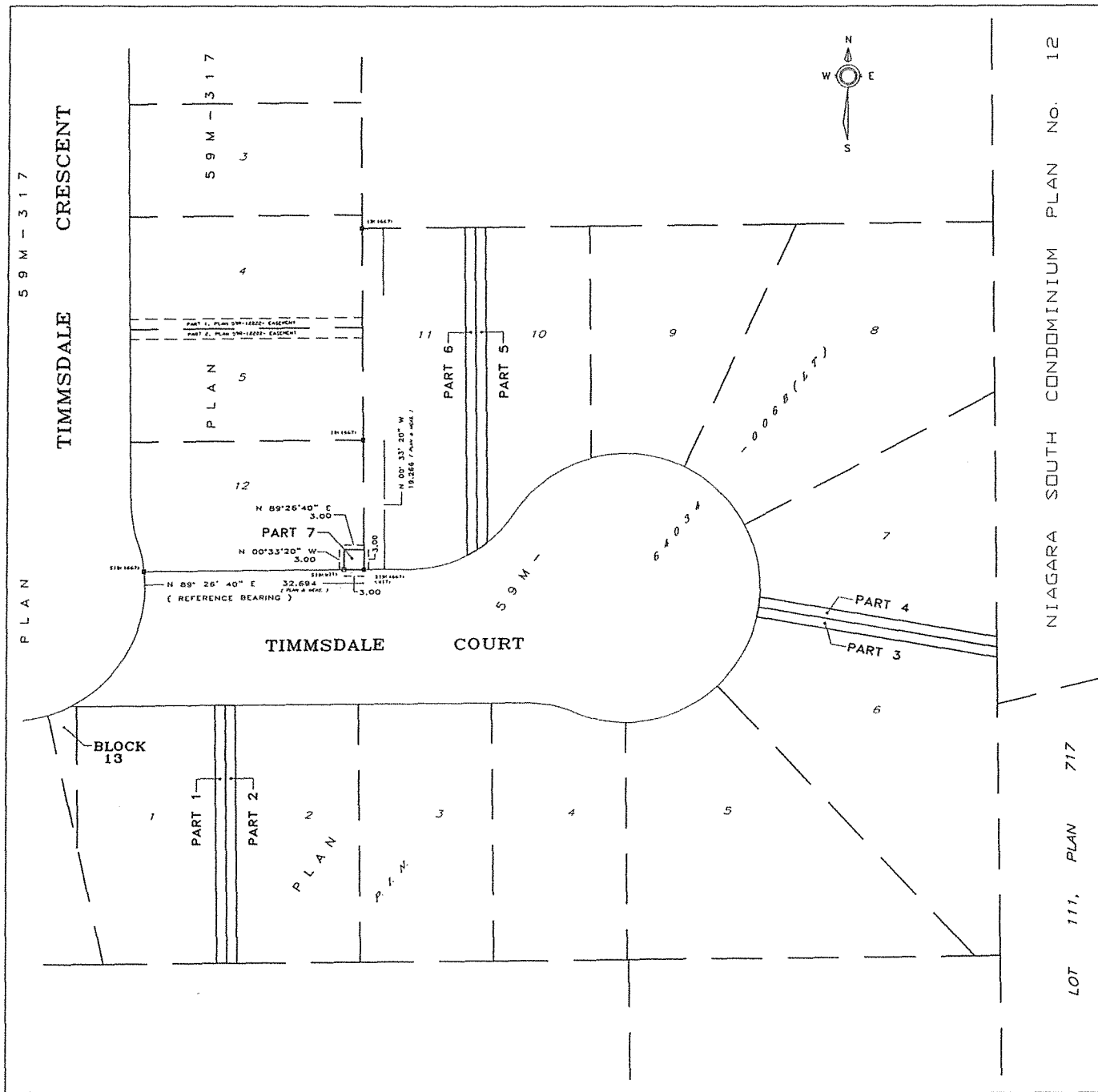
SCHEDULE "D"

EASEMENTS

The Developer 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 lots shown on the preliminary Reference Plan (59R Plan), prepared by Alex Maleszyk, O.L.S., under File No. 07-34, dated April 2007, as follows:

- (a) Easements in favour of the Town for drainage purposes over Lots 1, 2, 6, 7, 10, 11 and 12 described as Parts 1 to 7, inclusive, on the preliminary 59R Plan.

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.	DEPUTY LAND REGISTRAR FOR THE LAND TITLES (EMPOW OF HUNGARY SOUTH(S))		
PARTS 1 TO 7 (INCLUSIVE) COMPREISE PART OF P.I.N. 64034-0066(LT)			
SCHEDULE			
PART	LOT	PERPENDICULAR WIDTH	P.I.N.
1	1	1.50 M	PART OF P.I.N. 64034-0066 (L.T.)
2	2	1.50 M	
3	6	1.50 M	
4	7	1.50 M	
5	10	1.50 M	
6	11	1.50 M	
7	12	SEE PLAN	
COUPLED EXISTENT PLAN OF			
PART OF LOTS 1, 2, 6, 7, 10 AND 11, PLAN 69M-			
AND PLAN OF SURVEY OF			
PART OF LOT 12, PLAN 69M-			
IN THE			
TOWN OF PELHAM REGIONAL MUNICIPALITY OF NIAGARA			
SCALE: 1 : 200			
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 B DENOTES SURVEY MONUMENT FOUND CR DENOTES SURVEY MONUMENT SET DB DENOTES SUBDIVISION FROM DBM DI DENOTES ROW DIA DII DENOTES ROW DIA DR DENOTES ROW DIA E DENOTES ROW DIA F DENOTES ROW DIA G DENOTES ROW DIA H DENOTES ROW DIA J DENOTES ROW DIA K DENOTES ROW DIA L DENOTES ROW DIA M DENOTES ROW DIA N DENOTES ROW DIA O DENOTES ROW DIA P DENOTES ROW DIA Q DENOTES ROW DIA R DENOTES ROW DIA S DENOTES ROW DIA T DENOTES ROW DIA U DENOTES ROW DIA V DENOTES ROW DIA W DENOTES ROW DIA X DENOTES ROW DIA Y DENOTES ROW DIA Z DENOTES ROW DIA AA DENOTES ROW DIA AB DENOTES ROW DIA AC DENOTES ROW DIA AD DENOTES ROW DIA AE DENOTES ROW DIA AF DENOTES ROW DIA AG DENOTES ROW DIA AH DENOTES ROW DIA AI DENOTES ROW DIA AJ DENOTES ROW DIA AK DENOTES ROW DIA AL DENOTES ROW DIA AM DENOTES ROW DIA AN DENOTES ROW DIA AO DENOTES ROW DIA AP DENOTES ROW DIA AQ DENOTES ROW DIA AR DENOTES ROW DIA AS DENOTES ROW DIA AT DENOTES ROW DIA AU DENOTES ROW DIA AV DENOTES ROW DIA AW DENOTES ROW DIA AX DENOTES ROW DIA AY 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DIA HA DENOTES ROW DIA HB DENOTES ROW DIA HC DENOTES ROW DIA HD DENOTES ROW DIA HE DENOTES ROW DIA HF DENOTES ROW DIA HG DENOTES ROW DIA HH DENOTES ROW DIA HI DENOTES ROW DIA HJ DENOTES ROW DIA HK DENOTES ROW DIA HL DENOTES ROW DIA HM DENOTES ROW DIA HN DENOTES ROW DIA HO DENOTES ROW DIA HP DENOTES ROW DIA HQ DENOTES ROW DIA HR DENOTES ROW DIA HS DENOTES ROW DIA HT DENOTES ROW DIA HU DENOTES ROW DIA HV DENOTES ROW DIA HW DENOTES ROW DIA HX DENOTES ROW DIA HY DENOTES ROW DIA HZ DENOTES ROW DIA IA DENOTES ROW DIA IB DENOTES ROW DIA IC DENOTES ROW DIA ID DENOTES ROW DIA IE DENOTES ROW DIA IF DENOTES ROW DIA IG DENOTES ROW DIA IH DENOTES ROW DIA II DENOTES ROW DIA IJ DENOTES ROW DIA IK DENOTES ROW DIA IL DENOTES ROW DIA IM DENOTES ROW DIA IN DENOTES ROW DIA IO DENOTES ROW DIA IP DENOTES ROW DIA IQ DENOTES ROW DIA IR DENOTES ROW DIA IS DENOTES ROW DIA IT DENOTES ROW DIA IU DENOTES ROW DIA IV DENOTES ROW DIA IW DENOTES ROW DIA IX DENOTES ROW DIA IY DENOTES ROW DIA IZ DENOTES ROW DIA JA DENOTES ROW DIA JB DENOTES ROW DIA JC DENOTES ROW DIA JD DENOTES ROW DIA JE DENOTES ROW DIA JF DENOTES ROW DIA JG DENOTES ROW DIA JH DENOTES ROW DIA JI DENOTES ROW DIA JJ DENOTES ROW DIA JK DENOTES ROW DIA JL DENOTES ROW DIA JM DENOTES ROW DIA JN DENOTES ROW DIA JO DENOTES ROW DIA JP DENOTES ROW DIA JQ DENOTES ROW DIA JR DENOTES ROW DIA JS DENOTES ROW DIA JT DENOTES ROW DIA JU DENOTES ROW DIA JV DENOTES ROW DIA JW DENOTES ROW DIA JX DENOTES ROW DIA JY DENOTES ROW DIA JZ DENOTES ROW DIA KA DENOTES ROW DIA KB DENOTES ROW DIA KC DENOTES ROW DIA KD DENOTES ROW DIA KE DENOTES ROW DIA KF DENOTES ROW DIA KG DENOTES ROW DIA KH DENOTES ROW DIA KI DENOTES ROW DIA KJ DENOTES ROW DIA KK DENOTES ROW DIA KL DENOTES ROW DIA KM DENOTES ROW DIA KN DENOTES ROW DIA KO DENOTES ROW DIA KP DENOTES ROW DIA KQ DENOTES ROW DIA			



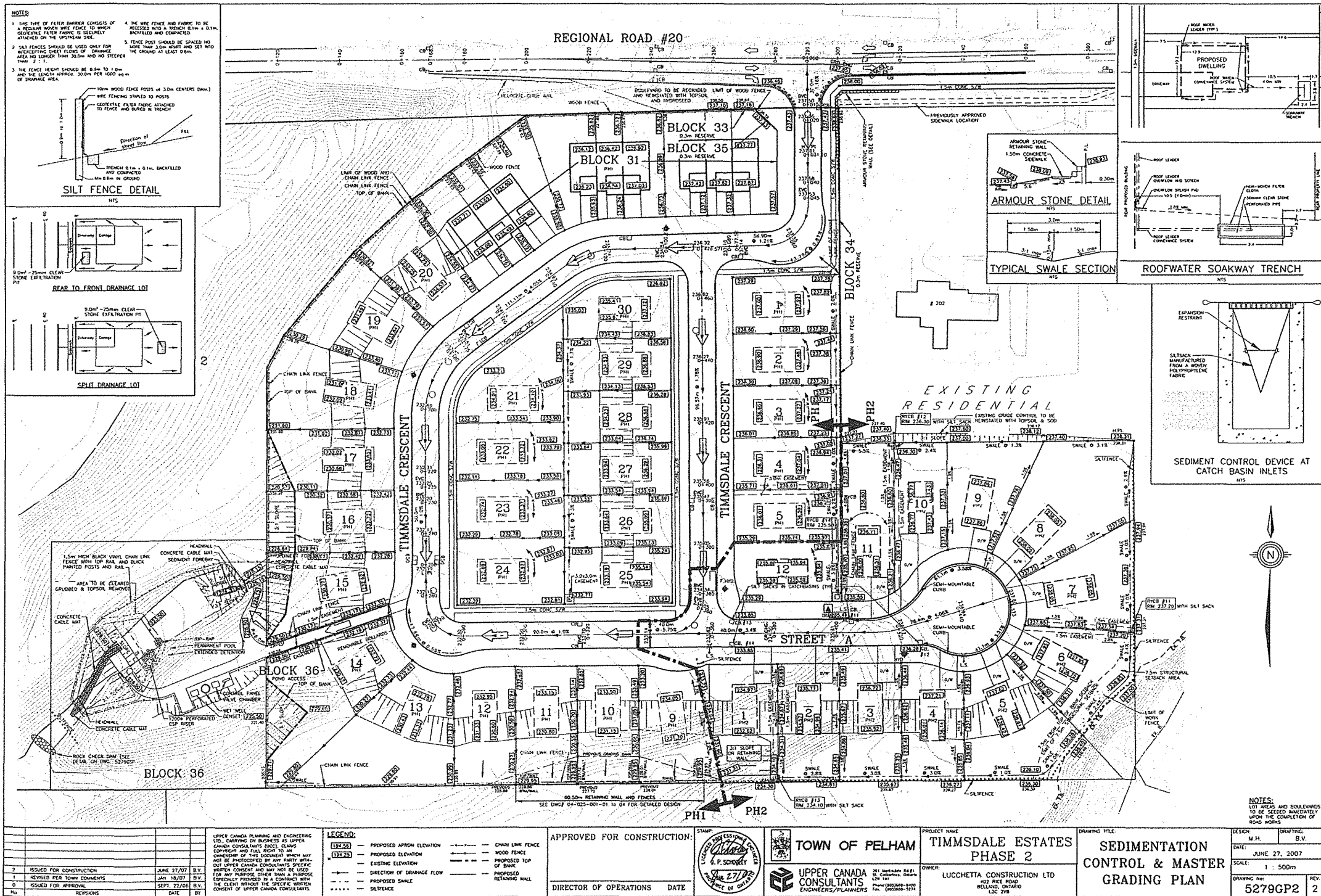
SCHEDULE "E"

SEDIMENTATION CONTROL & MASTER GRADING PLAN

All lot grading shall be in general conformity with the Sedimentation Control and Master Grading Plan forming part of the subdivision design, as approved by the Director and attached hereto as Schedule "E-1".

SCHEDULE "E-1"

SEDIMENTATION CONTROL & MASTER GRADING PLAN

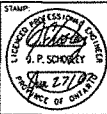


NO.	REVISIONS	DATE	BY
2	ISSUED FOR CONSTRUCTION	JUNE 27/07	B.V.
1	REVISED PER TOWN COMMENTS	JAN 18/07	B.V.
0	ISSUED FOR APPROVAL	SEPT 27/06	B.V.

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

LEGEND:	
152.30	PROPOSED APPROX ELEVATION
152.25	PROPOSED ELEVATION
152.20	EXISTING ELEVATION
---	DIRECTION OF DRAINAGE FLOW
---	PROPOSED SWALE
---	SALTENCE
---	CHAIN LINK FENCE
---	WOOD FENCE
---	PROPOSED TOP OF BANK
---	PROPOSED RETAINING WALL

APPROVED FOR CONSTRUCTION:
 DIRECTOR OF OPERATIONS
 DATE



TOWN OF PELHAM
 UPPER CANADA CONSULTANTS
 ENGINEERS/PLANNERS

PROJECT NAME: TIMMSDALE ESTATES PHASE 2
 ORDER: LUCCHETTA CONSTRUCTION LTD
 402 RICE ROAD
 WILLOWDALE, ONTARIO
 L2C 2W8

SEDIMENTATION CONTROL & MASTER GRADING PLAN

DESIGN: M.H.	DRAWING: B.V.
DATE: JUNE 27, 2007	SCALE: 1 : 500m
DRAWING NO: 5279GP2	REV: 2

SCHEDULE "F"

BUILDING RESTRICTIONS **(To be included in all Deeds)**

The Developer 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 subdivider's 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'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 subdivider's 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 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.

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, 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 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 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.

SCHEDULE "F"

BUILDING RESTRICTIONS
(Continued)

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 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, swale, ditch, etc. 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 "G"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

Primary Servicing

Watermains & services	\$31,300.00
Storm sewers & services	\$43,100.00
Storm water management: pond & outlet structures (fence)	\$10,400.00
Sanitary sewers & services	\$22,500.00
Storm & sanitary sewer flush, TV inspection & air test	\$2,700.00
Preliminary Roads (HL8 HS)	\$84,900.00
Grading roadway, boulevards, topsoil stripping, siltation control	\$26,200.00
Sodding of major swales	\$9,600.00
Seed and mulch entire site 10,000m ² x \$0.75	\$7,500.00
Total for Primary Servicing	\$238,200.00

Secondary Servicing

Driveway ramps (11 @ \$750 each)	\$8,300.00
Storm & sanitary sewer TV inspections	\$2,700.00
Adjustment of appurtenances	\$3,500.00
Final asphalt	\$14,300.00
Final grading, topsoil & sodding boulevards	\$6,300.00
Boulevard trees (14 @ \$500)	\$7,000.00
Decorative Street lighting (4 @ \$4,000)	\$16,000.00
Perimeter fencing	\$27,000.00

Total for Secondary Servicing **\$85,100.00**

Total Net Subdivision Servicing Cost	\$323,300.00
5% Contingency	\$16,200.00
10% Engineering	\$32,300.00
Subtotal	\$371,700.00
6% GST	\$22,300.00
Total Cost for Servicing Subdivision	\$394,000.00

<i>Primary Servicing Letter of Credit required (20%)</i>	<i>\$58,100.00</i>
<i>Secondary Servicing Letter of Credit required (120%)</i>	<i>\$124,500.00</i>

Total Security Required **\$182,600.00**

Engineering Cash Deposits

Total administration & review fee required $\$10,000 + ((\$394,100 - \$100,000) \times 4\%) =$	\$21,800.00
Street signs installation	\$300.00

Total Cash Deposit Required **\$22,100.00**

Note: Totals and Subtotals rounded to nearest \$100