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SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 13, Concession 9, Town of Pelham, designated as Parts 1, 2 and 3, 59R-14905; Regional Municipality of Niagara.

The described lands being Part of PIN 64031-0446 (LT)

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 Donald G. Chambers, O.L.S.
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 siltation control 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.
5. The Developer acknowledges and agrees to implement the recommended 'Tree Preservation Plan' and 'Tree Protection Measures' in accordance with the approved Tree Preservation Plan/Report prepared by L. Campbell & Associates, dated June 23, 2008, to the satisfaction of the Town of Pelham and the Regional Planning and Development Department, including:

to grade the site in stages from south to north, such that existing young native trees are transplanted from other portions of the site.

S C H E D U L E "C"

LANDS CONVEYED TO THE TOWN

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Block 3 for road widening purposes.

All references to blocks and lots in this Agreement are to be the preliminary Plan of Subdivision (59M Plan) prepared by Donald G. Chambers, O.L.S., dated June 24, 2013.

SCHEDULE "D"

SITE SERVICING AND GRADING PLANS

General Servicing Plan, drawing 0425-GSP rev. 3, prepared by Upper Canada Consultants, dated September 19, 2011, the original of which is located at the Town at the address shown in Section 30 of this Agreement.

Balfour Street Plan and Profile, drawing 0425-PP1, rev. 3, prepared by Upper Canada Consultants, dated September 19, 2011, the original of which is located at the Town at the address shown in Section 30 of this Agreement.

Canboro Road Plan and Profile, drawing 0425-PP2, rev. 2, prepared by Upper Canada Consultants, dated April 29, 2008, the original of which is located at the Town at the address shown in Section 30 of this Agreement.

Grading and Streetscape Plan, drawing 0425-GP, rev. 4, prepared by Upper Canada Consultants, dated September 19, 2011, the original of which is located at the Town at the address shown in Section 30 of this Agreement.

SCHEDULE "E"

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 "E"

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 "F"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

PRIMARY SERVICES

Watermains and services	\$4,400.00
Storm sewers, services and major drainage swales	\$1,900.00
Sanitary sewers & services	\$3,500.00
General grading	\$1,500.00
Topsoil, seed and mulch entire site (except roads, swales)	\$1,900.00
Sodding of all major swales	\$1,500.00
Miscellaneous (silt control)	\$600.00
Total for Primary Security Purposes	\$15,300.00

SECONDARY SERVICES

Driveway ramps	\$1,600.00
Grading and sodding boulevards	\$4,000.00
Boulevard trees	\$900.00
Total for Secondary Security Purposes	\$6,500.00

Sub-Total Subdivision Servicing Cost	\$21,800.00
Contingencies (5%)	1,000.00
Engineering (10%)	2,000.00
Subtotal Servicing, Engineering & Contingency	\$24,800.00
13% HST	3,000.00
TOTAL - CONSTRUCTION OF SERVICES	\$27,800.00

20% PRIMARY AND 120% SECONDARY SERVICES	\$14,000.00	(1)
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Town Administration Fee	\$10,000.00	(2)
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Notes:

(1) Letter of Credit Required

(2) Cash Payment Required