

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW #298 (1975)

Being a by-law to authorize the Mayor and Clerk to execute a subdivider's agreement with Woodstream Estates Limited for the subdivision known as "Woodstream Farms."

WHEREAS Woodstream Estates Limited has requested permission to subdivide in the Town of Pelham,

AND WHEREAS the subdivider, Woodstream Estates Limited, has satisfied all requirements of the Town of Pelham and paid all necessary fees to the Town, as per Town Policy,

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF

PELHAM ENACTS AS FOLLOWS:

- (1) THAT the agreement hereto attached, which is to be made part of this by-law between Woodstream Estates Limited and the Corporation of the Town of Pelham be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized on behalf of the Corporation of the Town of Pelham to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
- (3) THAT the Clerk advise the Ministry of Housing that the subdivider has meet all conditions of the municipality, with respect to this subdivision.

READ A FIRST, SECOND AND THIRD TIME
AND PASSED IN COUNCIL THIS 19th.
DAY OF February, 1975 A.D.


MAYOR


CLERK

THE LAND TITLES ACT

SECTION 78

APPLICATION FOR REGISTRATION OF NOTICE OF AGREEMENT

TO: The Land Registrar at Welland, Ontario

The Corporation of the Town of Pelham, being interested in the lands entered on the register for Section Pelham Township - 9 as the remainder of Parcel 1-1 and the whole of Parcel 1-3 of which Woodstream Estates Limited is the registered owner, hereby apply to have entered on the register for the said Parcels, Notice of an Agreement dated the 19th day of February, A. D. 1975 made between Woodstream Estates Limited and the Corporation of the Town of Pelham.

The evidence in support of this application consists of:

1. The original Agreement or an executed copy thereof; attached hereto.

DATED at Welland this 6th day of March, 1975.

The Corporation of the Town of Pelham

PER: *A. J. Campbell*
Mayor

PER: *A. Cherry*
Deputy-Clerk

Woodstream Estates Limited, the registered Owner of the said lands, hereby concurs in this application and consents to its registration

PER: *G. Wood*
President

THIS INDENTURE MADE IN TRIPPLICATE THIS 19th DAY OF FEBRUARY,

A. D. 1975.

BETWEEN:

WOODSTREAM ESTATES 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

1. DEFINITIONS IN THIS AGREEMENT

- (a) "Town Clerk" shall mean the Clerk of The Corporation of the Town of Pelham.
- (b) "Council" shall mean the Council of The Corporation of the Town of Pelham.
- (c) "Town Engineer" shall mean the Engineer of The Corporation of the Town of Pelham.
- (d) "Treasurer" shall mean the Treasurer of The Corporation of the Town of Pelham.
- (e) "Minister" shall mean the Minister of Housing.

2. WHEREAS the Owner purports to be the Owner of the lands in the Town of Pelham, described in Schedule "A" attached hereto, and proposes to apply to the Minister of Housing for approval of a plan of subdivision thereof, hereinafter called the "Plan" for the purpose of registering same in the Registry Office for the Registry Division of Niagara South, Land Titles Section.

AND WHEREAS the Town requires the Owner before final approval of the proposed plan of subdivision to agree to pay for the construction and installation of certain municipal services hereinafter described to serve such a subdivision or that part of such subdivision for which approval is being sought and to agree to the other provisions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the Town approving the said proposed plan of subdivision and in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Owner to the Town (the receipt thereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

The Owner covenants and agrees:

- (a) to register this Agreement against every lot and parcel of land within the "Plan" at the same time as the "Plan" is registered; and,
- (b) to register the "Plan" in the Registry Office for the Registry Division of Niagara South, Land Titles Section, within sixty (60) days after the approval of the "Plan" is granted by the Minister.

3. CONVEYANCE TO TOWN OF LANDS AND ANY
NECESSARY EASEMENTS FOR MUNICIPAL PURPOSES

The Owner will:

- (a) by certificate on the registered plan dedicate to the Town the following Blocks as public walkways:

✓ Block "C"
✓ Block "D"
✓ Block "E"
✓ Block "G"

- (b) by transfer to the Town convey the ownership of:

✓ Block "B"
✓ Block "F"
for park purposes.

- (c) by grant of easement, provide to the Town the right of easement for the installation and maintenance of storm sewers on the following lots:

easterly 5 ft. of lot 190
westerly 5 ft. of lot 189
westerly 5 ft. of lot 193
easterly 5 ft. of lot 194
easterly 5 ft. of lot 203
westerly 5 ft. of lot 204
easterly 5 ft. of lot 120
westerly 5 ft. of lot 121
northerly 5 ft. of lot 129
southerly 5 ft. of lot 130
westerly 5 ft. of lot 159
easterly 5 ft. of lot 158
easterly 5 ft. of lot 265
westerly 5 ft. of lot 266
northerly 5 ft. of lot 398
southerly 5 ft. of lot 399
southerly 5 ft. of lot 35
northerly 5 ft. of lot 33
northerly 5 ft. of lot 34
northerly 5 ft. of lot 62
southerly 5 ft. of lot 63
northerly 5 ft. of lot 59
southerly 5 ft. of lot 60
easterly 7-1/2 ft. of lot 237
westerly 7-1/2 ft. of lot 236

- (d) by grant of easement, provide to the Town the right of easement to construct and maintain sanitary sewers and storm sewers in the following areas:

westerly 7-1/2 ft. of lot 21
southerly 15 ft. of lot 21
easterly 7-1/2 ft. of lot 22
easterly 5 ft. of lot 320
easterly 5 ft. of lot 289
westerly 10 ft. of lot 290
westerly 10 ft. of lot 319

- (e) by grant of easement, provide to the Town the right of easement to construct and maintain sanitary sewers in the following areas:

southeasterly 7-1/2 ft. of lot 273
northwesterly 7-1/2 ft. of lot 272

- (f) by transfer to the Town, convey the ownership of lot 422, 1-ft. reserve on the south end of Meadowvale Road.

- (g) by transfer to the Town, convey the ownership of lot 423, 1-ft. reserve on the east limit of Forest Hill Crescent on the westerly limit of the parcel of land not owned by Woodstream Estates Limited between lots 15 and 16.

The Town agrees that, should the owner of the parcel to the east of the 1-ft. reserve referred to as lot 423 request access onto Forest Hill Drive, the Town will charge the applicant the sum of \$2,400.00 for said access and reimburse the owner that sum once collected from the applicant.

4. ENGINEERING SERVICES AND INSPECTION

- (a) The works herein shall be undertaken by the Town Engineer or the owner will engage at its own expense the services of Professional Engineers who are registered under the Professional Engineers Act of Ontario to perform the following engineering services, subject to the approval thereof by the Town Engineer and the Council:

- (i) preliminary investigation;
- (ii) layout drawings and design criteria of roads and services;
- (iii) detailed estimates of cost;
- (iv) contract drawings and specifications;
- (v) application to the Ministry of the Environment for necessary approvals;
- (vi) calling of tenders if so requested by the Owner;
- (vii) analysis of bids and recommendations to the Owner;
- (viii) setting out the work;
- (ix) general field supervision;
- (x) preparation of progress certificates (having regard to utility agencies, e.g., gas, hydro, telephone, etc.).

- (b) The said Professional Engineer shall file with the Town Engineer a written undertaking:

- (i) that he has been engaged by the Owner to supervise the work;
- (ii) that the work will be done in accordance with the contract drawings and specifications and all other provisions of this Agreement;
- (iii) that all phases of the work are subject to the approval of the Town Engineer;
- (iv) that he will provide the Town Engineer prior to the acceptance of the works by the Town Engineer on behalf of the Town with a complete set of linen tracings or approved duplicates suitable for making reproductions of the works as constructed pursuant to this Agreement; as well as detailed design engineering data. These items shall be in the following form:

- tracings shall be plan profile linen 24" x 42 sheets and ink lettering;
- title block (5" x 3") to be placed in the lower right-hand corner and shall indicate nature of work, location, limits and scales;
- a complete copy of design details of storm and sanitary sewer layouts which said design details shall be based on design formula provided by the Town Engineer;
- plan profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made;
- horizontal ties shall be made to property lines;
- levels shall be to datum and all field surveys shall be tied into Geodetic Bench Marks.

- (v) that he understands that any Contractor employed by the Owner shall be approved by the Town Engineer.

5. INSPECTION BY TOWN ENGINEER

All work done by the Owner pursuant to this Agreement may be inspected by the Town Engineer from time to time and so often as he shall deem necessary.

The Town may request that a closed-circuit television inspection be carried out on sewer installations. Such inspections shall be carried out by a company specializing in this type of work at the expense of the Owner.

The Town reserves the right to request such inspections on all sewer construction but generally these inspections will be restricted to the area south of the former Nursery Road which is considered the potentially difficult area for construction.

6. INSPECTOR'S FEES

The Owner shall be responsible for all Inspector's wages including overhead. All Inspectors shall be appointed by the Town and paid at the prevailing rate as the case may be during the duration of construction, out of the deposit set out in the paragraph next following.

7. ENGINEERING, ADMINISTRATION & INSPECTION COSTS

(a) The Owner shall deposit with the Town, cash or an irrevocable Letter of Credit, as hereinafter set out, from a Canadian chartered bank or trust company, for an amount equal to the estimated fees and disbursements billed to the Town by its Engineer for services performed by its Engineer in connection with the subdivision including water works and covering the costs of administration, engineering and supervision. All such fees shall be as set out in the Schedule of Fees for Consulting Engineers' Services recommended by the Association of Professional Engineers of Ontario.

(b) Such deposit shall also include wages of the Town Inspector including overhead and shall be at the prevailing rate during the duration of construction.

(c) The Owner shall make the following deposits:

(i) with the development of Phase I the Owner shall deposit cash to cover the engineering and administration fee for the primary services as well as a Letter of Credit to cover the engineering fee for the secondary services. The Letter of Credit for the engineering and administration of the secondary services is to be converted to cash at the time the Owner proceeds with the installation of the secondary services.

(ii) at the time of registration of the plan, no monies will be deposited or Letter of Credit deposited for the engineering and administration of Phase II work. When tenders are awarded for the primary services for Phase II, cash will then be deposited for the engineering and administration fees for the primary services and a Letter of Credit will be deposited for the engineering fee for the secondary services for Phase II. The Letter of Credit for the secondary services for Phase II will be converted to cash when tenders are commenced for these works.

(iii) at any time a cash deficit is recorded by the Town in respect to the administration or the engineering of the works then within fourteen (14) days of notification by the Town to the Owner the cash deficit will be made up by the Owner.

8. REGIONAL INSPECTION

The Regional Municipality of Niagara shall have the right at any time to inspect any of the works in progress at no cost to the Owner.

9. CONSTRUCTION OF SERVICES

The Owner agrees to construct and pay for the whole of the cost of construction and materials required for all of the works referred to in Schedules "C", "D", "E", "F", "G", "H", "J" and "K" attached hereto and in accordance with the conditions and specifications contained in each Schedule.

10. CONTRACTORS

Before commencement of any works the Owner shall show proof to the Council, satisfactory to the Council, that the proposed Contractors have sufficient and valid liability insurance policies, a certificate from the Workmen's Compensation Board showing that the Contractor is in good standing, and evidence that the Contractor is qualified, experienced and has equipment to successfully complete the works. Any Contractor employed by the Owner shall be approved by the Town Engineer.

11. PERFORMANCE BONDS

The Owner will be required to obtain from its Contractors performance bonds guaranteeing all of the construction required by the Town and each such bond shall guarantee maintenance for one (1) year after acceptance by the Town of all such construction. Bonds shall be in the amount of 50 per cent of construction value of all municipal services except hydro electric distribution plant and street lights.

12. MATERIALS

All the works required hereunder shall be done and performed and all material required for the said works shall be supplied to the specifications and directions and to the satisfaction of the Town Engineer.

13. STRIPPING TOPSOIL & TREE REMOVAL

The Owner shall not remove any topsoil from the lands described in Schedule "A" attached hereto without first obtaining the written approval from the Town Engineer.

The Owner shall restrict the removal of any topsoil or vegetation to the roadways and to the phase of development that is being proceeded with immediately unless approval is otherwise granted by the Niagara Peninsula Conservation Authority, the Ministry of Natural Resources, and the Town of Pelham.

The Owner shall remove from all road allowances any trees, brush, growth, surplus or other materials as may be designated by the Town Engineer and further shall remove from all the lands any unkempt, diseased or infested trees, vines, or bushes. In the event the same are not removed within fourteen (14) days of written notice delivered to the Owner, the Town may cause same to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

The Owner agrees that before any trees are removed to facilitate the installation of the works required to be installed by it herein it will arrange a site inspection of the phase under immediate development with representatives of the Town, the Owner, the Town Engineer, the Owner's contractor, the Ministry of Natural Resources, and the utility companies. The representatives present will designate tree growths of major importance which will be marked and all efforts will be made during construction of the services to preserve these specimens.

The Owner agrees to insert a clause in all sales contracts that purchasers or builders will not remove topsoil or vegetation from the lots prior to making applications for building permits, unless approval is otherwise granted by the Niagara Peninsula Conservation Authority and the Ministry of Natural Resources and the Town of Pelham.

14. STORM SEWER OUTLET (North Side Quaker Road to Welland River)

The Owner recognizes that the development of the remainder of the lands is dependent upon the implementation of the interim storm drainage works from the north side of Quaker Road to the Welland River as recommended in the Proctor & Redfern Study "Welland West Side Drainage Study" dated December 1973.

The Owner agrees that the Town Engineers shall prepare updated costs of carrying out the necessary interim works to provide the above noted drainage outlet. The Town Engineers will further determine the total area benefitting from the outlined "interim solution" in the above report and shall recommend a cost distribution for the necessary works over the benefited area on a fair and equitable area basis.

The Town agrees that it will approach the Regional Municipality of Niagara and the City of Welland to participate in the said works as recommended in the Proctor & Redfern "Welland West Side Drainage Study". The Owner agrees that it will pay to the Town its agreed upon fair and equitable portion of the costs as set down by the Town Engineers, upon the Town, Regional Municipality of Niagara or City of Welland, or any combination of the above entering into a contract for the installation of the outlet works.

15. ROUGH GRADING ROADS

The Owner agrees to strip topsoil from all roads within the plan to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and such other underground systems as may be required. The Owner further agrees to keep boulevards and easements clear and free of all materials and obstructions which might interfere with the construction of telephone, gas, water and hydro installations.

16. CLEANING SEWERS AFTER ROAD CONSTRUCTION

Prior to the acceptance of each phase of the subdivision the Owner shall clean the storm and sanitary sewers servicing the lands described in Schedule "A" attached hereto, at its expense.

17. STORM SEWER

The Owner shall be responsible for determining and providing at its expense a proper storm sewer outlet for the ultimate drainage area for the future servicing of the area as determined by the Town Engineer, subject to any payments for over-sizing of the system within the limits herein described as may be detailed herein. The limit of the Owner's responsibility shall be at the north side of Quaker Road.

18. LOCAL IMPROVEMENT CHARGES

The Owner hereby agrees to commute and pay to the Town before the final approval of the said plan of subdivision is requested any and all frontage charges with respect to existing local improvements assessed against such of the property shown on this plan, as may become non-assessable when the said plan is registered.

The Owner is relieved from paying or commuting the Local Improvement charges on South Pelham Road by virtue of the fact that it is prevented from using these services as a local sewer due to the 1-ft. reserve along its property and the requirement for reverse frontage.

19. EXPANSION AND RENEWAL FUND

The Owner shall pay to the Town the sum of TWO THOUSAND DOLLARS (\$2,000.00) per gross acre (excluding lands to be dedicated and given for parks, namely Blocks "B" and "F" on the plan) for a total acreage of 102.787 acres, being TWO HUNDRED AND FIVE THOUSAND FIVE HUNDRED AND SEVENTY-FOUR DOLLARS (\$205,574.00) in total for the purpose of expanding and renewing services within the Town limits.

The above amount to be paid as follows:

- (a) on registration of Phase 1 totalling 30.118 acres of land ...\$ 60,236.00
- (b) on award of tenders for Phase II primary services the Owner shall deposit, subject to (c) below, the additional sum of ...\$146,238.00

- (c) the Owner will on registration of the plan deposit with the Town a Bank Letter of Credit in the amount of the Expansion & Renewal Fund for Phase II as per (b) above. This Letter of Credit will be automatically renewed by the bank each year until it is drawn by the Town of Pelham. The Letter of Credit, in the full amount, may be drawn by the Town of Pelham 10 days after it, the Regional Municipality of Niagara, the City of Welland, or any combination of the above parties enter into a contract to install the storm drainage works necessary to provide a proper storm sewer outlet for all of the remaining lands in the Woodstream Subdivision.

It is understood that the above amount shall be the Expansion & Renewal Funds for Phase II of this development. Such Expansion & Renewal Funds shall in no manner affect or reduce the liability of the Owner, as provided in paragraph 14 above, to contribute to the cost of the internal work to provide the storm sewer outlet as provided in paragraph 14.

20. SURFACE DRAINAGE PLAN

The Owner shall be responsible for providing at its expense a surface drainage plan for all lands described in Schedule "A" attached hereto; said plan to meet with the approval of the Town Engineer. The said plan shall show inter alia the intended direction of flow of storm water to, within, and from each lot on the plan. Building restrictions shall be imposed upon each lot prohibiting a subsequent Owner thereof from altering such flow or from impeding the same to an extent sufficient to cause ponding in another lot. The said drainage plan shall be attached to this Agreement as Schedule "K".

21. NATURAL DRAINS

The Owner shall not change or do any work that will prejudicially affect any natural watercourse or drainage ditch without making full and proper provisions to the satisfaction of the Town Engineer for the continuance of such drainage facilities and shall be solely responsible for any damage caused thereto and shall indemnify and save harmless the Town therefrom.

22. HYDRO

The Owner shall pay the whole cost of street lighting to be installed and designed by the Ontario Hydro Electric Power Commission. Said work to be carried out in accordance with Schedule "G" attached hereto. Prior to the final approval of the proposed subdivision plan the Owner shall deposit with the Treasurer any amount estimated to cover the cost thereof, or shall provide proof satisfactory that financial arrangements have been made with the Ontario Hydro Electric Power Commission.

23. REPLACING UTILITIES, ETC.

The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any water, sewer, hydro-electric, gas or telephone pipes, conduits, wires or polelines, or any other public utility works as required or approved by the Town Engineer and shall be solely responsible for any damage caused to the said pipes, conduits, wires, polelines, hydrants, or other works.

24. LIABILITY INSURANCE

Before commencing any of the work provided for herein the Owner shall supply the Town with a Liability Insurance Policy (with no exclusions) in a form satisfactory to the Town, and in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) indemnifying the Town (until the issuing of the Certificates referred to in Clause 31) from any loss arising from claims for damage, injury or otherwise in connection with the work done by the Owner, its employees, servants or agents or any independent Contractor to serve the lands described in Schedule "A" attached hereto. The Owner shall submit to the Town evidence from the Insurer that the premium for the said policy has been paid for a period of one (1) year, and so on from year to year during the currency of the work provided for herein.

25. RE-STAKING LOTS ON THE PLAN

Upon completion of all works required under this Agreement and prior to the issuing of the final certificate, the Owner shall be responsible for re-staking all 1" key bars in the subdivision. It is further understood and agreed that no lot may be severed by sale or conveyance until such sale or conveyance has been approved, pursuant to the provisions of The Planning Act.

26. DEFINITION OF PRIMARY AND SECONDARY SERVICES

(a) Primary Services

- (i) sanitary sewers and appurtenances complete;
- (ii) drainage facilities sufficient, in the opinion of the Town, to provide safety and protection from undue inconvenience to residents and their visitors;
- (iii) waterworks complete;
- (iv) roadways
 - of final design width;
 - with a granular thickness at least three-quarters of the final granular thickness;
 - with a surface which, in the opinion of the Town, will provide the residents and their visitors with convenient access and parking.

(b) Secondary Services

All services as required not considered "primary services". These include top course roadway granular, roadway asphalt, electrical distribution, street lighting, gas, telephone, etc. where applicable.

27. CASH DEPOSIT & LETTERS OF CREDIT

- (a) The Owner will be required to deposit with the registration of the plan the following deposits for Phase 1:

- (i) the expansion and renewal impost SIXTY THOUSAND TWO HUNDRED AND THIRTY-SIX DOLLARS (\$60,236.00);

- (ii) the inspection and administration fees as set out in Clause 7 (c)(i); (\$14,000.00)
- (iii) the cost of power and lighting installations, unless other satisfactory arrangements have been made with Ontario Hydro;
- (iv) the cost of Pancake Lane improvement (refer to Clause 39); (\$4,600.00)
- (v) the contribution of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) towards the sanitary sewer previously constructed on Spruce-side Crescent;
- (vi) the street signs as set out in Schedule "H"; (\$500.00)
- (vii) outstanding local improvements for Pancake Lane amounting to (\$1,930.81)
- (b) The Owner will be required to deposit the following Letters of Credit upon registration of the plan to cover Phase I:
 - (i) the security deposit in the amount of 100 per cent of the estimated costs of the secondary services for Phase I; (\$147,500.00)
 - (ii) the engineering and administration deposit equal to the estimated cost of the engineering and inspection for the secondary services for Phase I; (\$4,000.00)
- (c) The Owner will be required to deposit the following Bank Letter of Credit upon registration of the plan, in the amount of ONE HUNDRED AND FORTY-SIX THOUSAND TWO HUNDRED AND THIRTY-EIGHT DOLLARS (\$146,238.00) which is the Expansion & Renewal impost for Phase II. Said Letter of Credit to be automatically renewable until full draws by the Town of Pelham. The use of this Letter of Credit shall be in accordance with the provisions of clauses 19 (c) and 14.
- (d) The Owner will be required, upon the signing of a contract as provided in clause 14 for the outlet storm sewer works, to deposit with the Town the required funds as calculated by the Town Engineer in accordance with said clause 14.
- (e) The Owner will be required, with the award of the tender for the primary services for Phase II, to make the following additional cash deposits:
 - (i) the estimated engineering and inspection fees as set out in Clause 7 (c)(ii) for the primary services contract for Phase II;
 - (ii) should the Town of Pelham not have drawn the full amount or any part of the Letter of Credit set out in clause 27 (c) prior to the Owner accepting a tender for the installation of the primary services for Phase II of the development the total amount of the Letter of Credit ONE HUNDRED AND FORTY-SIX THOUSAND TWO HUNDRED AND THIRTY-EIGHT DOLLARS (\$146,238.00) shall become due and payable to the Town.
 - (iii) the cost of power and lighting installations, unless other satisfactory arrangements have been made with Ontario Hydro;
 - (iv) the street signs as set out in Schedule "H" (\$1,300.00);
- (f) The Owner will be required to deposit with the award of the primary services tender for Phase II the following additional Letters of Credit:
 - (i) 100 per cent of the estimated servicing cost for the secondary services;
 - (ii) the estimated engineering and administration costs for the installation of the secondary services for Phase II.

- (g) Any cash deposited by the Owner shall be deposited by the Town in a bank account attracting interest and the interest shall be credited to the Owner.

28. DEVELOPMENT PHASING

The Owner agrees that the development of the subdivision shall proceed in at least two phases. The second phase of the work shall not proceed until the conditions set out in Schedule "L", as set down by the Minister, have been met.

The Owner agrees that Phase 1 shall be restricted to the following 130 lots, that is Lots 94, 95, 137 to 144 inclusive, 168, 169, 170, 202 to 216 inclusive, 217 to 234 inclusive, 96 to 115 inclusive, 235 to 239 inclusive, 267 to 275 inclusive, 240 to 248 inclusive, 264, 265, 266, 184 to 201 inclusive, 116 to 127 inclusive, 93, 303, 304, 382, 383, 384, 158, 159.

29. RETURN OF PORTION OF DEPOSIT

Unless otherwise directed by the Council, the Town shall, upon satisfactory completion of ALL of the works within a designated phase of the development and subject to the provisions of this Agreement authorizing deductions therefrom and subject further to providing the Town with a satisfactory maintenance bond for 50 per cent of the cost thereof for the particular phase, for a period of one (1) year from the completion of the works as approved by the Town Engineer, return upon the written application of the Owner the remainder of any cash or other deposits required hereunder. The Treasurer, after receipt of satisfactory securities shall from and out of the monies or other security on deposit, pay firstly any engineering fees and maintenance costs still owing; secondly, any arrears of taxes; thirdly, the taxes for the current year whether levied or unlevied, based on the assessment applicable and finally, shall return the balance, if any, to the Owner.

30. MAINTENANCE

The Owner shall at its own expense, pending acceptance by the Town, repair and maintain to the satisfaction of the Town Engineer, roads, sewers, culverts and water system appurtenances. In case of emergency, as determined by the Town Engineer, the Town shall have the right to enter on the lands and carry out the necessary maintenance or repairs without notice to the Owners and bill the Owner for any justifiable costs. In other cases where the Owner fails to repair or maintain after forty-eight (48) hours notice in writing, the Town shall have the right to enter on the lands and carry out the necessary work and in such case and in the case of emergency work the Town shall be entitled to deduct the cost thereof from the monies or other security on deposit, if any, or in the like manner as taxes.

31. MAINTENANCE AND ONE-YEAR GUARANTEE

Upon compliance with the terms of this Agreement and upon completion of all of the said works within a particular phase of the development in accordance with the specifications and direction of and to the satisfaction of the Town Engineer, and upon payment of all financial requirements herein for the particular phase, the Town Engineer under authority of resolution of the Council shall at the expiration of the maintenance period for the particular phase and upon written application of the Owner issue a certificate so stating to the Owner. Upon the said completion certificate being issued ownership of all services referred to herein for the phase shall be vested to the Town.

32. TAXES

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" hereto attached and shall pay all taxes on this property on the present basis of assessment whether previously levied or not until such time as the lands being subdivided have been assessed according to the registered plan, before final approval of the plan is requested. Provided further that, when the said lands have been re-assessed, the Owner agrees to pay all current taxes as established by the re-assessment or any additional amounts as thereby required.

33. MINISTRY OF THE ENVIRONMENT APPROVAL

The Town agrees that at the request of the Owner it will join with it to make the necessary applications to the Minister of the Environment for approval of the plan.

34. LEGAL COSTS

The Owner shall pay to the Town all legal costs incurred by the Town in connection with the negotiation, consideration and final preparation of this document and of the plan of subdivision.

35. BUILDING PERMITS AND OCCUPANCY

(a) The Owner agrees that unless otherwise determined by the Council no building permit shall be issued nor any excavation or building commenced on the phase under development of the lands described in Schedule "A" attached hereto until all primary services are completed and are operational for the particular phase being developed.

(b) The Owner agrees to insert a Clause in all sale contracts and deeds to the effect that no person shall be permitted to occupy the dwelling on the lot concerned until the Building Inspector for the Town has certified by letter 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 service are at least available to homes within the plan:

- (i) hydro,
- (ii) gas,
- (iii) telephone.

36. SCHEDULES

The provisions of all Schedules attached hereto shall form part of this Agreement.

37. INDEMNIFICATION

The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town and its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise arising before the issuing of the certificate referred to in Clause 31 hereof in connection with the work required to be done herein by the Owner, his or its contractors, servants or agents.

38. COVENANTS TO RUN WITH THE LAND

The Owner and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained in this Agreement shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Owner, its assigns and successors in title and the Owners from time to time of the lands described in Schedule "A" to this Agreement and any part or parts thereof and that the benefit of the said covenants shall enure to the Town, its successors and successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule "A" and the said covenants shall continue in force for a period of ten (10) years from the date of this Agreement, except for Clause 20 (Surface Drainage Plan) which shall be in perpetuity.

39. PAYMENT FOR IMPROVEMENTS TO EXISTING ROADS

(a) Some of the land described in Schedule "A" attached hereto abuts the existing travelled road allowance of Pancake Lane. The Owner shall be required to pay to the Town in cash FOUR THOUSAND SIX HUNDRED DOLLARS (\$4,600.00) being a portion of the cost of a residential improved roadway and a portion of the storm drainage cost. The Town shall hold the said amount in trust for the purpose of paying the cost of the said improvements. In addition, the Owner will pay the outstanding local improvements for that part of the land fronting on Pancake Lane as provided in Clause 27 (a)(vii) above.

(b) The Owner agrees that it will be responsible, as ancillary to the development of Phase I, for the full construction of Spruceside Crescent, north leg, in front of the easterly part of lot 94, in front of lots 137 to 144 inclusive, in front of lots 168 to 170 inclusive, and Fallingbrook Drive. Total length approximately 750 feet. The Town convenants to reimburse the Owner, when the adjacent land to the north is developed by the signature by the Town and by the Owner of the said lands of a Subdividers Agreement or Site Plan, ONE-HALF (1/2) of the cost of constructing this portion of road and the services thereon. The cost of servicing to include the following, but not necessarily limited to the following, cost of the underground services, cost of the asphalt roadway, curbs, gutters and sidewalks where applicable, cost of street lighting and underground hydro and engineering costs on these items. Estimated cost of this work is TWENTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$26,400.00). This amount is to be accurately determined by the Owner and confirmed by the Town Engineer after the work has been tendered and constructed and the actual cost of the work can be determined. The amount will be placed on record with the Town of Pelham.

(c) The Owner agrees to construct the westerly portion of Nursery Road from Haist Street easterly to the southerly projection of the easterly boundary of lot 292. The Town agrees to reimburse the Owner, when the adjacent land to the south is developed by the signature by the Town and by the Owner of the said lands of a Subdividers Agreement or Site Plan, ONE-HALF (1/2) of the cost of constructing the said road and services thereon. Cost of servicing to include but not necessarily be limited to underground services, construction of asphalt road & curbs, street lights & underground hydro where applicable, sidewalks where applicable and engineering costs incurred in the installation of these items. Estimated cost of these works is NINETEEN THOUSAND SIX HUNDRED DOLLARS (\$19,600.00). This amount is to be accurately determined by the Owner and verified by the Town Engineer after being determined. The final amount is to be placed on record with the Town of Pelham.

40. RECOMMENDATION TO THE MINISTER

Upon receipt of the payments required and the execution of this Agreement the Council will recommend to the Minister that the Plan be approved.

41. SCHEDULE OF COSTS

Schedule "M" attached hereto is a summary of the estimated costs, cash deposits, and Letters of Credit deposit required under this Agreement. It is to be noted that items 1 to 5 inclusive and 10 to 12 inclusive are estimated costs and are subject to change from time to time as tenders are received and the work progresses for the installation of these works. Items 6 to 9 inclusive are fixed cost items and are not subject to change; the deposits for which have been made, or will be made, to the Town of Pelham as indicated herein and on this Schedule.

42. BUILDING RESTRICTIONS

The Owner shall impose building restrictions as shown in Schedule "N" on all of the lots on the Plan in order that all subsequent owners will be made aware of and strictly adhere to the Town's requirements stipulated under Clauses 13, 20, 35 and Schedules "C" and "J" herein.

43. REMOVAL OF ONE FOOT RESERVES ON EXISTING PLANS

The Town agrees, prior to registration of the plan of subdivision, to remove all one foot reserves on existing plans of subdivision insofar as they affect any streets shown on this plan, and to dedicate the said reserves as public highways.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, BY AFFIXING THEIR RESPECTIVE CORPORATE SEALS DULY ATTESTED BY THE PROPER OFFICERS IN THAT BEHALF.

SIGNED, SEALED AND DELIVERED

in the presence of

) THE CORPORATION OF THE TOWN OF PELHAM

) Per: 
Mayor

) Per: 
Clerk

) WOODSTREAM ESTATES LIMITED

) Per: 
President

SCHEDULE "A"

LANDS WHICH ARE OWNED BY THE OWNER AND ARE THE SUBJECT OF THIS SUBDIVISION AGREEMENT:

ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the Town of Pelham, in the Regional Municipality of Niagara, in the Province of Ontario, and being composed of parts of Township Lots 1 and 2 in the 9th Concession of the former Township of Pelham now in the Town of Pelham, and part of the road known as Nursery Road traversing the said Lots 1 and 2.

FIRSTLY Parts 1, 2, 3, 4, 5, 6 and 7 on a Reference Plan recorded in the Land Registry Office for the Land Titles Division of Niagara South as Plan 59R-792; save and except Part 1 on a Reference Plan recorded in the said office as Plan 59R-1018.

SECONDLY Part 1 on a Reference Plan recorded in the Land Registry Office for the Land Titles Division of Niagara South as Plan 59R-1096.

The said lands being described as the remainder of Parcel 1-1 and the whole of Parcel 1-3 respectively in the Register for Section Pelham Township-9.

SCHEDULE "B"

LANDS TO BE CONVEYED TO THE TOWN OTHER THAN ROADS AND WALKWAYS:

Block "B" and "F" on said plan for Public Purposes.

Lots 422 and 423 as 1-ft. reserves.

SCHEDULE "C"

ROADWAYS

(a) PAVEMENT

The road shall be designed in accordance with the C.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 twenty (20) years.

(b) CROSS-SECTION

The roadway cross-section shall be as outlined in the current Town Standards or should alternates be proposed, shall, in the opinion of the Town, provide equal or better results.

(c) SUB-SURFACE DRAINAGE

Adequate sub-surface drainage shall be provided in soils where the percolation rate at road earth grade is slower than one inch (1") per hour.

(d) DRIVEWAY ENTRANCES

The Owner shall be required to provide in some manner, either by himself or, for example, by the imposition of building restrictions, for the excavation, stoning, and paving of each driveway from the travelled portion of the road to the lot line. The developer or subsequent purchaser shall construct at his own expense a concrete or asphalt driveway entrance and culvert, if required by the Town, for each lot from the travelled portion of the roadway to the lot line and to the full width of the driveway.

(e) FOOTPATHS

A 4 foot concrete sidewalk will be required on the footpaths as listed hereunder. These footpaths shall be fenced using a fence style suitable to the Town. Fencing shall be installed to the satisfaction of the Town Engineer for the length of the walkways indicated.

The following is a list of the footpaths requiring sidewalks and fencing:

Block "D" for the full length
Block "C" for the full length
Block "E" for the full length
Block "G" for the full length
Block "F" for the 130-ft. length between
lots 351 and 352
Block "B" for the 120-ft. length between
lots 114 and 113.

The Owner will provide a footpath throughout the length of Block "F", 4 feet in width, stoned and with wooden borders.

(f) DUST CONTROL

(i) The Owner will be required to provide reasonable dust control during the period of road usage prior to the placing of the asphalt surface.

(ii) The 7-foot wide roadside shoulders shall be dust controlled using a single application of D.H.O. primer applied at the rate of one-third gallon per square yard.

SCHEDULE "D"

SANITARY SEWERS

The Owner shall construct a sanitary sewer system or systems including all trunk sewer extensions to proper outlets or approved sewage disposal site necessary to service the proposed development.

All sewers shall be installed in the locations and at the grades and elevations the Town Engineer may direct. Capacity shall be provided in the sanitary sewer system for all domestic waste in accordance with 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 Town Engineer.

Asbestos-cement or equal sewer pipe shall be used for all local and minor collector sewers unless otherwise specified by the Town Engineer.

Minimum pipe size for local sewer eight inch (8") diameter; standard manholes of a type approved by the Town Engineer shall be poured or placed at a maximum spacing of 300 feet or as directed by the Town Engineer.

Private Drain Connections

The Owner shall construct sanitary connections (laterals) to each lot. The sanitary sewer lateral shall be minimum five inch (5") diameter asbestos-cement building sewer pipe or equal with proper fittings designed by the Town Engineer's construction standards.

The Owner may construct one sanitary connection to two adjoining lots and install a "Y" fitting at the property line to service each adjacent lot provided that the common connection pipe is minimum six inch (6") diameter and the "Y" is 4" x 4".

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 such 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 will comply to the engineering contract drawings prepared by A. F. Atherton & Associates on file in the municipal office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

Contribution to Existing Sewer - Spruceside Crescent

The Owner agrees to pay to the Town the sum of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) on registration of Phase I towards the cost of installing the sanitary sewer on Spruceside Crescent. Construction completed by the Town of Pelham.

SCHEDULE "E"

STORM SEWERS AND SURFACE DRAINAGE

The Owner shall construct a storm system and outlet or such extensions as is necessary to provide a connection to existing truck sewers where available. All sewers shall be installed in such locations, grades and depths as the Town Engineer may direct and such pipe sizes as are required to serve the subdivision lands and all or any portion of the ultimate drainage area that the proposed development is located in. The storm sewer shall be designed to accommodate all roof water, drainage from basement weeping tile and surface run-off from roads and properties.

Concrete pipe of the mortar-joint type, or other approved type, shall be used. The minimum pipe size for storm sewer ten inch (10") diameter, except where otherwise specified by the Town Engineer.

Surface drainage shall be collected by means of catchbasins as per the following detail. Standard catchbasins shall be installed to drain the base roads.

Adequate size driveway culverts will be permitted in special circumstances and only after written approval of the Town Engineer.

Roof water and weeping tile shall be connected to the storm sewer system in Phase I of the development on Brookbank Crescent and Fallingbrook Drive of Phase II, unless otherwise directed by the Town Engineer. The storm laterals shall be installed, one to each adjoining lot line, and a "Y" connection installed at the property line to service the adjacent properties.

Specifications

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by A. F. Atherton & Associates and on file in the municipal office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

Payment Towards Over-Sizing of Storm Sewers

The Owner agrees that for 10 days next after execution of this Agreement, it will delay the design and construction of its storm sewer system to ascertain whether capacity will be required for the total 10 acre parcel located on the north side of Spruceside Crescent and the west side of South Pelham Road.

If such capacity is required, as determined by the Town, the owner agrees that it will so over-size the storm sewer system as to provide an outlet for the said property, upon agreement of the present Owner of the said lands and the Town to reimburse the Owner for the additional costs of such over-sizing at such time as the works are completed.

SCHEDULE "F"

WATERMAINS

The Owner shall construct a complete watermain system or systems and all the necessary appurtenances, including hydrants and house water service connections from the watermain to the street line. The design shall be as approved by the Town Engineer and constructed in accordance with his specifications. All watermains shall be a minimum of six inches (6") in diameter or a sufficient size to service the subdivision and structures therein and lands outside the subdivision which will require the use of the subdivisions watermains as trunk or feeder mains.

The Owner shall be responsible for any damage caused to such watermains and appurtenances that may occur during construction of buildings on the land and during the grading of the same.

Town standard hydrants and valves must be used in all cases.

Specifications

The watermains will be constructed in accordance with the engineering contract drawings prepared by A. F. Atherton & Associates and on file in the municipal office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "G"

STREET LIGHTING

The Owner shall, prior to the final approval of the proposed subdivision plan, pay the cost of street lighting as designed and installed by the Ontario Hydro Electric Power Commission having jurisdiction over the area in which the proposed subdivision is to be located, and shall grant to the Ontario Hydro Electric Power Commission such easements as may be required for its purposes.

Underground street wiring and underground wiring to the lots and houses shall be mandatory.

SCHEDULE "H"

STREET SIGNS AND CONCRETE WALKS

The Owner shall, at his own expense, construct in addition to those walkways outlined in Schedule "C" four-foot (4') concrete sidewalks in accordance with specifications of the Town Engineer in the following locations:

Woodstream Boulevard	-	two sides
Spruceside Crescent	-	two sides except on the north side of the northerly leg fronting on lots 137 to 144 inclusive, 168 to 170 inclusive, and the easterly portion of lot 94, where no sidewalk will be installed
Nursery Lane	-	two sides except on the south side of Nursery Lane from lot 292 east boundary to Haist Street, where no sidewalk will be installed
Fallingbrook Drive	-	one side
Millbridge Crescent	-	one side

The Owner shall deposit FIVE HUNDRED DOLLARS (\$500.00) for street signs with the development of Phase I and an additional THIRTEEN HUNDRED DOLLARS (\$1,300.00) for street signs with the development of Phase II.

The Owner shall deposit the indicated amounts towards payment of the cost of supply and erection of the street signs by the Town of Pelham. The actual cost of supply and erection of the signs shall be borne by the Owner. The signs shall conform to the present Town standard street sign being used by the Town of Pelham.

Specifications

The concrete walks will comply with the engineering contract drawings prepared by A. F. Atherton & Associates and on file in the municipal office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "I"

TELEPHONE EASEMENTS

The Owner shall, as requested by the Bell Telephone Company of Canada, grant such easements as may be required to provide for the construction and installation of telephone power lines and facilities, and Cable Television facilities.

The Owner and the Town shall jointly endeavour to have the Bell Telephone Company of Canada install underground services.

Specifications

No easements are required since telephone lines are to be constructed in the streets.

SCHEDULE "J"

TREES AND SEEDING

The Owner shall plant one (1) tree on each lot specified by the Town. Trees shall not be considered a primary or a secondary service in regard to security or cash deposit returns.

The type and location of trees are to be subject to the approval of the Works Committee. The work shall be completed within six (6) months after the laying down of the sidewalks and/or curbs.

Trees to be planted in locations as determined by the Works Committee and of the following type:

Norway Maple
Mountain Ash
Locust
Flowering Crab

The trees should be 8 to 10 feet in height and shall be sound, healthy, vigorous and free from plant disease and insect pests or their eggs and shall have normal, healthy root systems.

In the case of a flankage there shall be two (2) trees planted per side-yard flankage.

Proposals for other species of trees will be reviewed by the Town upon request.

The Owner shall be required to provide in some manner, either by itself or for example by the imposition of building restrictions, for the seeding and/or sodding of the boulevard from the front lot line to the back of the curb. The developer or subsequent purchaser shall, at his own expense, seed or sod the boulevard within the above limits for each lot from the lot line to the back of the curb for the full width of the lot.

Specifications for Seeding or Sodding

After completion of the curb and/or sidewalks a minimum of 2 inches (2") of topsoil shall be applied from the curb to the property line. It is the intention that grass seed be permitted so satisfactory catch can be attained. Certain areas of extreme erosion such as swales and steep banks (3 to 1 slopes or steeper) must be sodded with a #1 quality sod, staked or unstaked as required.

Grass seed shall be as specified below:

45% Kentucky Blue Grass
30% Creeping Red Fescue
25% Perennial Rye Grass

Seeds shall be of the best quality and shall be approved by the Engineer. They shall be delivered on the job in their original sealed packages bearing the brand name.

Only seeds harvested during the preceding season will be accepted.

Seed mixtures shall be uniformly sown at a rate of 4.5 pounds per 1000 square feet. The area sown shall be sprinkled with water to produce a penetration of one inch (1") and maintained in a damp condition until the grass is 1-1/2 inches high.

WOODSTREAM
FARMS PHASE I

NO	REVISION	DATE	INITIAL
1	ADDED PORTABLE GARAGE	2/20/76	P-F-C
2	HOUSE GEOMETRY REVISED	4/1/76	M-S
3	REAR LOT SWALE CORRECTED	1/24/75	D-M-C
4	REAR LOT SWALES RE-CORRECTED	10/2/75	M-S

TOWN OF PELHAM
APPROVED BY
S. J. Stinson for Mayor/Cliff
DATE Feb 19/75

LOT DRAINAGE
PLAN



3

DATE NOV 12 76

DAVID NO 1055 - 1 -

SCALE 1" = 100'

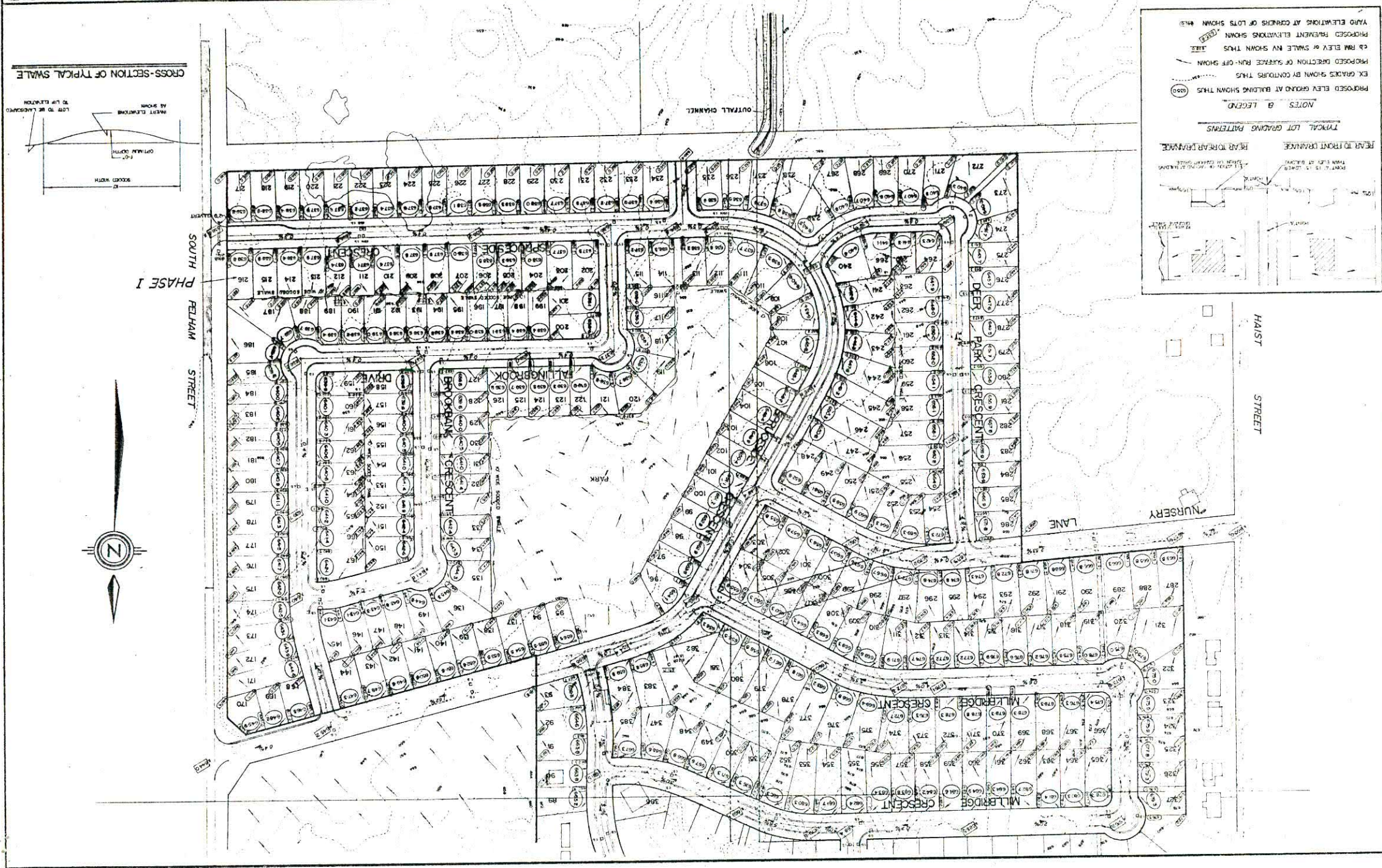
DEVELOPMENT CONSULTANTS

26 HISCOTT STREET

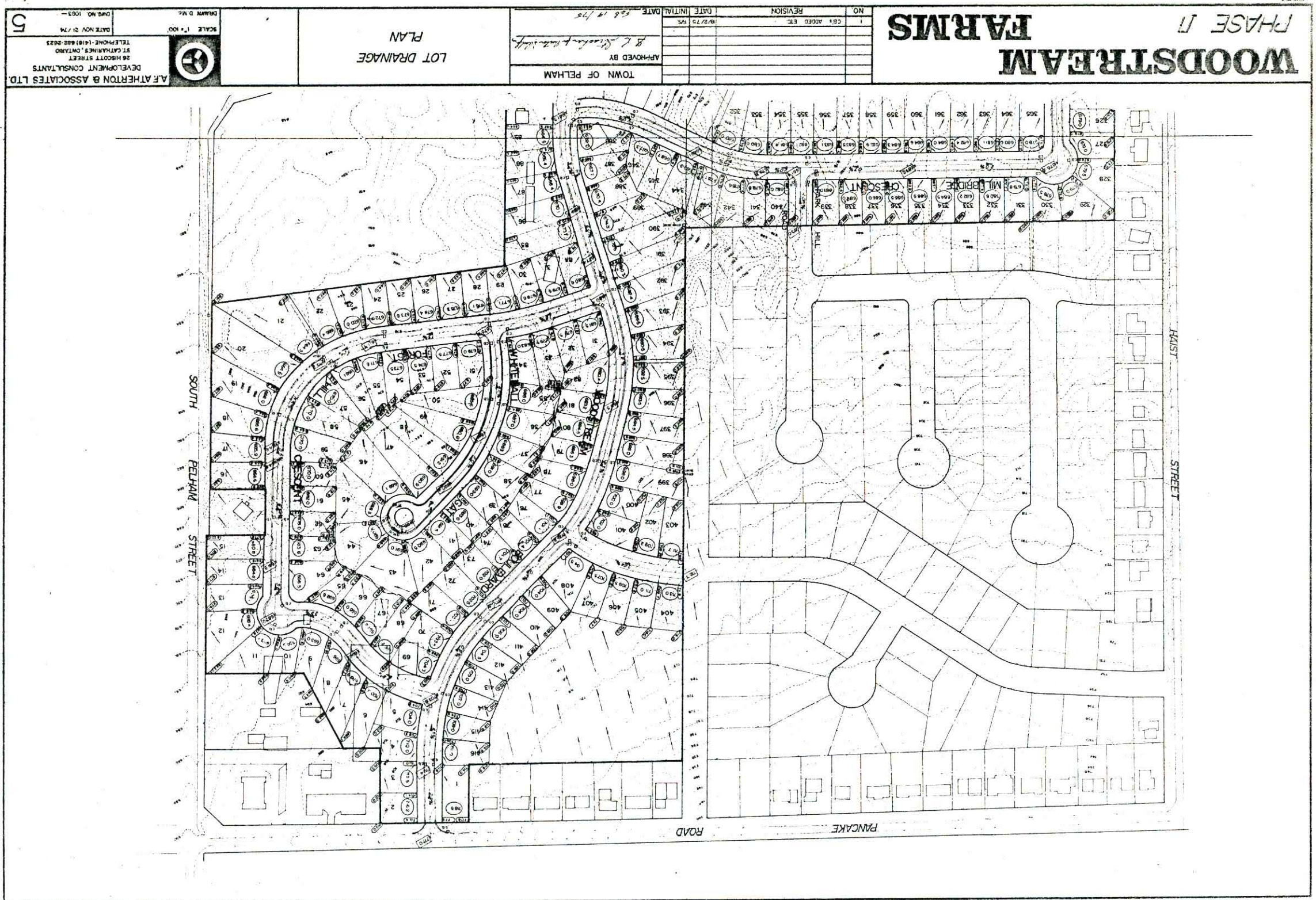
ST CATHARINES, ONTARIO

TELEPHONE (416) 922-5823

A.E. ATHERTON & ASSOCIATES LTD.



1st Drainage Plan
-1-



SCHEDULE "L"

REGIONAL CONDITIONS

The Owner agrees that building permits will not be issued for Phase II of this development until the Regional Municipality of Niagara's water reservoir to be constructed on the west side of Shoalts Drive north-west of the subdivision has been completed and operational and the tender has been awarded for the construction of the storm drainage outlet works necessary to accommodate run-off from the remainder of the development.

This Clause does not restrict the Owner from proceeding with the installation of services prior to completion and operation of the reservoir and awarding of the storm drainage outlet tender.

SCHEDULE "M"

ESTIMATED COST & DEPOSITS (c)

PHASE I

<u>Item</u>	<u>Total Cost and Engineering Fees</u>	<u>(d) Eng. & Admin. Fee (Town)</u>	<u>L. of Cr. Security Deposit</u>	<u>Cash Deposit</u>	<u>L. of Cr. Deposit Eng. & Admin.</u>
1. Sanitary Sewers	\$ 77,000.00		-		
2. Storm Sewers	323,000.00		-		
3. Water Services	88,000.00	\$18,000.00	-	\$14,000.00	
4. Primary Roads	80,000.00		-		
5. Secondary Roads	165,000.00		\$147,500.00 (b)		\$4,000.00 (b)
6. Local Improvements	1,930.81			1,930.81	
7. Expansion & Renewal Funds	60,236.00			60,236.00	
8. Payments to Existing Roads	4,600.00			4,600.00	
9. Payments to Existing Sewers (Spruceside Drive)	21,000.00			21,000.00	
10. Underground Hydro	49,010.00		49,010.00 (a)		
11. Street Light Installation	7,973.00		7,973.00 (a)		
12. Street Light Purchase	9,000.00			500.00	
13. Street Signs	500.00				
14. Taxes	(g)			(g)	
DEDUCT for Imposit for Dixon Severance				-500.00	

TOTAL COSTS

- (a) Letter of Credit on deposit with Ontario Hydro, Welland Area, 999 Humberston Road, Welland.
- (b) Letter of Credit on deposit with Town of Pelham, Municipal Office. The engineering fee has been deducted from the servicing security deposit.
- (c) Items 1, 2, 3, 4, 5, 11 & 12 are estimated costs only and will vary with construction of work. Deposits will be adjusted when tenders are received for the work and the work completed.
Items 6, 7, 8, 9, 10 are firm prices.
- (d) Amounts shown are based on Policy of the Town of Pelham. Actual costs will be billed in accordance with A.P.E.O. fee schedule and current administration charges by the Town of Pelham.
- (e) The Owner will deposit, upon registration of this plan, a letter of credit in the amount of \$146,238.00 in accordance with Clause 19 of this Agreement.

SCHEDULE "M"

- 2 -

- (f) The Owner will, when required in accordance with Clause 14, make further deposits towards the required storm sewer outlet works.
- (g) The Owner in this regard is subject to the provisions of Clause 32 of the Agreement to pay estimated 1975 taxes, plus re-adjust when final figure is known.

SCHEDULE "M"

- 3 -

ESTIMATED COST & DEPOSITS (c)

PHASE II

<u>Item</u>	<u>Total Cost and Engineering Fees</u>	<u>(d) Eng. & Admin. Fee (Town)</u>	<u>L. of Cr. Security Deposit</u>	<u>Cash Deposit</u>	<u>L. of Cr. Deposit Eng. & Admin.</u>
1. Sanitary Sewers	\$246,000.00				
2. Storm Sewers	290,000.00				
3. Water Services	145,000.00	\$30,000.00		\$21,000.00	
4. Primary Roads	177,000.00				
5. Secondary Roads	375,000.00		\$330,000.00 (b)		\$9,000.00 (b)
6. Local Improvements	Paid Under Phase I				
7. Expansion & Renewal Funds	146,238.00 (f)				
8. Payment to Existing Roads	Paid Under Phase I				
9. Payment to Existing Services	Paid Under Phase I				
10. Underground Hydro	107,822.00		107,822.00 (a)		
11. Street Light Installation	20,000.00		20,000.00 (a)		
12. Street Light Purchase	23,000.00				
13. Street Signs	1,300.00			1,300.00	

(a) Letter of Credit will be deposited with Ontario Hydro, 999 Humberstone Road, Welland, before work proceeds.

(b) Letter of Credit will be deposited in accordance with Clause 27.

(c) Items 1, 2, 3, 4, 5, 10, 11 & 12 are estimated and will be adjusted before work proceeds on this Phase.
Item 7 is a firm price.

(d) Amounts shown are based on Policy of the Town of Pelham. Actual costs will be billed in accordance with A.P.E.O. fee schedule and current administration charges by the Town of Pelham.

(e) Deposit will be made in accordance with Clause 27 (c).

(f) The Expansion and Renewal Fund will be deposited on registration of the plan in accordance with the provisions on Clause 19 (Letter of Credit)

SCHEDULE "N"

BUILDING RESTRICTIONS

(TO BE INCLUDED IN ALL DEEDS)

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 drainage plan attached to the Subdivider's Agreement registered in the Registry Office for the Registry Division of Niagara South as No.

and in particular shall do nothing to interfere with or impede the drainage patterns shown thereon. In the event that the Purchaser does not maintain the proper grades and levels herein referred to or in the event that he impedes any drainage system or pattern on the herein described lands or neighbouring lands he shall be responsible for the curing of any problems resulting thereto and any costs arising out of same.

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.

Upon construction of a concrete sidewalk across the driveway entrance, the Purchaser shall construct forthwith at his own expense his concrete or asphalt driveway entrance or entrances for the said lands from the travelled portion of the roadway to the sidewalk and to the full width of the driveway entrance or entrances.

The Purchaser shall seed or sod that portion of the street allowance between his lot line and the curb nearest thereto and maintain the same in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser shall not remove topsoil or vegetation from the lots prior to making application for building permits unless approval is otherwise granted by the Niagara Peninsula Conservation Authority and the Ministry of Natural Resources.

The Purchaser shall not occupy the dwelling on the lot concerned until the Building Inspector 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:

- (i) hydro,
- (ii) gas,
- (iii) telephone.

These restrictions shall run with and be binding upon the land for the benefit of all the lands in said registered Plan No. for the Town of Pelham.

DATED FEBRUARY 19TH 1975

WOODSTREAM ESTATES LIMITED

and

THE CORPORATION OF THE
TOWN OF PELHAM

A G R E E M E N T

BROOKS, MACFARLANE
Barristers and Solicitors
76 Division Street
Welland, Ontario

DMM:ke

DATED: MARCH 1975

THE LAND TITLES ACT

SECTION 78

APPLICATION FOR REGISTRATION
OF NOTICE OF AGREEMENT

No. LT-1419
Received at the Office of Land Titles
for NIAGARA SOUTH at 10³⁵ o'clock
A M. of the 11 day of MAR
A.D. 19 75 and entered in
Folium 1 Vol. Parcels 1-1

SECTION: 1-3
PELHAM TWP-9

H. E. Taylor
N. L. R.

BROOKS, MACFARLANE
Barristers and Solicitors
76 Division Street
Welland, Ontario

DMM:ke

Reg'n. Fee 12.00