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SCHEDULE "A"

LEGAL DESCRIPTION

Part Lot 19 Concession 12 Pelham in the Town of Pelham, being Part 1 on 59R 701; Pelham in the Regional Municipality of Niagara and being all of P.I.N. 64029-0114 (LT)

SCHEDULE "B"

SPECIAL PROVISIONS

1. The Developer shall carry out or cause to be carried out all works including re-vegetating all disturbed areas and maintaining erosion and sediment control to the satisfaction of the Town of Pelham and the Regional Niagara Planning Department.
2. All references to Blocks and Lots in this Agreement are to be the preliminary Easement prepared by Don Chambers at P.D. Reitsma Surveying (2005) Ltd.
3. The Developer shall make arrangements satisfactory to Bell Canada, Enbridge Consumers Gas and other private utilities and the Town of Pelham for the provision of underground Utility Services, internal and external to the Works included in this agreement.

SCHEDULE "C"

LANDS CONVEYED FOR PUBLIC PURPOSES

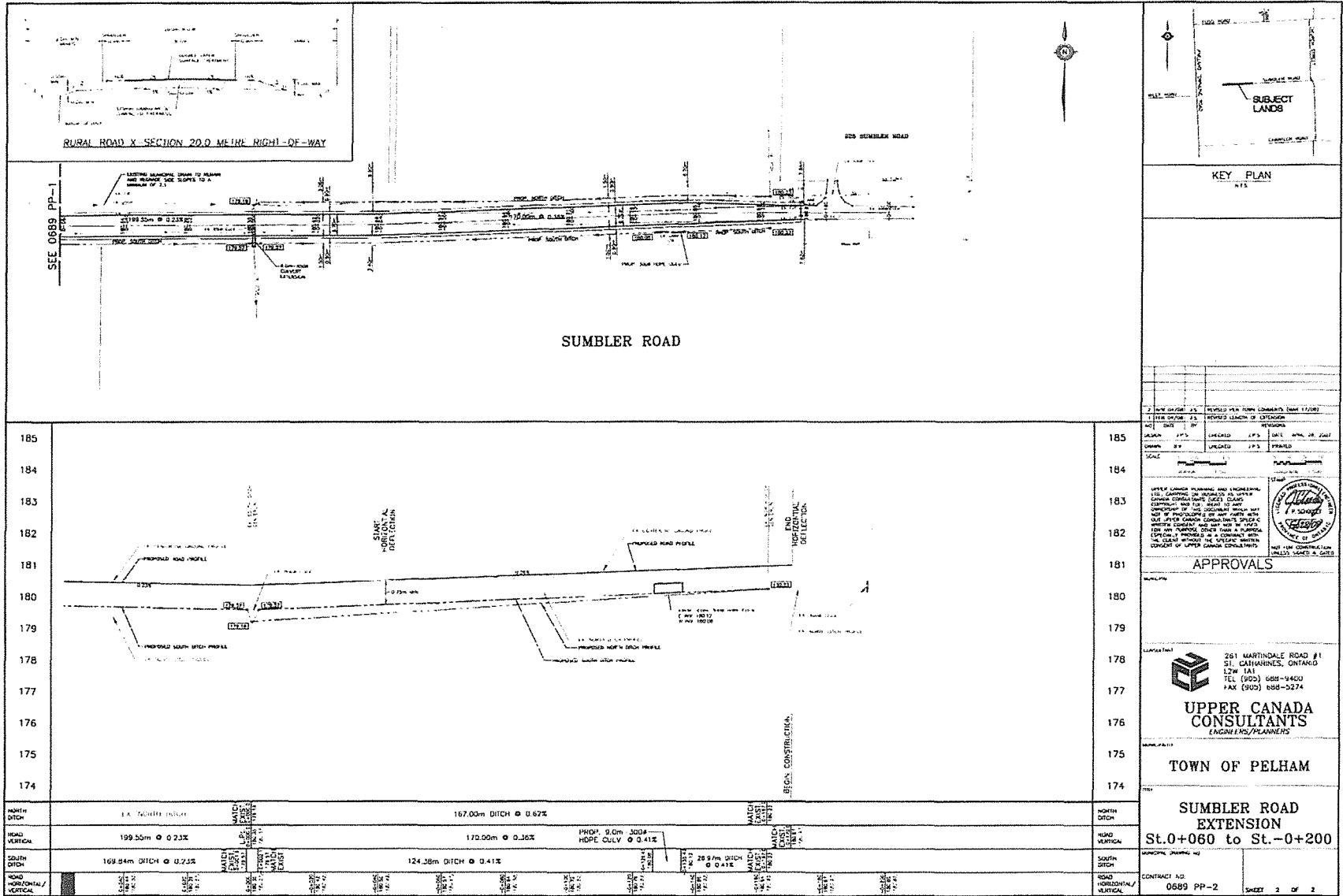
The Developer shall grant by way of an easement to the Town for turning circle purposes.

All references to Blocks and Lots in this Agreement relate to the preliminary Plan of Subdivision prepared by Don Chambers at P.D. Reitsma Surveying (2005) Ltd.

PIN 64029-0108 (LT) Plan 59R-13766

SCHEDULE "D"
ROAD EXTENSION GENERAL PLAN

Upper Canada Consultants, Sumbler Road Extension
Contract No: 0689-PP-1, 0689-PP-2
Date: April 4th, 2008



SCHEDULE "E"

BUILDING RESTRICTIONS

The Developer shall not occupy the dwelling on the Lands concerned until the Chief Building Official for the Town has certified that such of the following services as are applicable to the Lands have been installed and are operating adequately to serve the dwelling: hydro, gas, water services, sanitary services and telephone.

The Developer shall not impede, by the placing of fill, or constructing of buildings or other structures or the Works, any natural watercourse, swale, ditch, etc. which exists on the Lands or the lands included in the extension of the road.

The Developer agrees that no building permits shall be issued on any parts of the Lands to be accessed until all primary services, as defined elsewhere, including roadways to both layers of surface treatment are completed and operational to the satisfaction of the Director.

SCHEDULE "F"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

	CASH	LETTER OF CREDIT
PRIMARY SERVICING COSTS (excluding engineering, contingency & GST)		
Clearing and grubbing (460m x 20m x\$6000 / hectare)	\$ 4,500.00	
Road excavation (460m x 9.1m x 0.4m x \$10)	\$ 14,300.00	
Ditching (460m x 2 sides x \$8.30, 2007 Ditching Program Cost)	\$ 6,300.00	
Silt control	\$ 200.00	
Culvert extension	\$ 2,100.00	
Turning circle culvert (30m x \$80 / m)	\$ 5,400.00	
Granular road base	\$ 46,100.00	
Double surface treatment	\$ 13,700.00	
Dead end sign	\$ 300.00	
TOTAL for PRIMARY security purposes	\$ 92,900.00	
SECONDARY SERVICING COSTS (excluding engineering, contingency & GST)		
Topsoil and seed ditches and boulevards	\$ 3,100.00	
TOTAL Subdivision Servicing Cost (NET)	\$ 96,000.00	
Note: all servicing costs are based on current municipal costs		
5% Contingency	\$ 4,800.00	
10% Engineering	\$ 9,600.00	
Subtotal	\$ 14,400.00	
Total servicing, engineering and contingency	\$ 110,400.00	
5% GST	\$ 5,500.00	
TOTAL SERVICING COST for phase per Engineer's Estimate (inclusive of engineering, contingency & GST)	\$ 115,900.00	
LETTER OF CREDIT Calculation for Primary Servicing		
Primary servicing cost	\$ 92,900.00	
5% GST	\$ 5,400.00	
Total primary servicing cost used for security calculations purposes	\$ 112,700.00	
Primary Letter of Credit required (20%)	\$ 22,500.00	\$22,500.00
LETTER OF CREDIT Calculation for Secondary Servicing		
Secondary servicing cost	\$ 3,100.00	
15% Engineering and Contingency	\$ 500.00	
Subtotal secondary servicing, engineering and contingencies	\$ 3,600.00	
5% GST	\$ 200.00	
Secondary servicing letter of security calculations purposes	\$ 4,600.00	\$4,600.00
Total Security required		\$ 27,100.00
Engineering Cash Deposits		
Town Administration Fee		
\$2,500 on servicing value up to \$50,000	\$2,500.00	
5% on servicing value over \$50,000 (\$65,900.00)	\$3,300.00	
Total town administration fee	\$ 5,800.00	

2978

REGISTERED

October 2, 2009

BARBARA IREK & RICHARD REDEKOP
1760 EFFINGHAM RD
RIDGEVILLE ON L0S 1M0

Dear Policyholder:

Re: Economical Mutual Insurance Company Policy #: 4408339

Please be advised that we have cancelled the above property insurance policy in accordance with the provisions of the Policy and/or Statutory Conditions contained therein for the following reason: non payment of premium.

Cancellation will take effect:

- ☒ 15 days following receipt of this Registered Letter at the Post Office to which it is addressed.
☐ 5 days following personal delivery of this letter.

The earned amount for the period this policy has been in force is	\$1,080.00
The amount you have paid is	\$0.00
The amount due to Economical Mutual Insurance Company is	\$1080.00

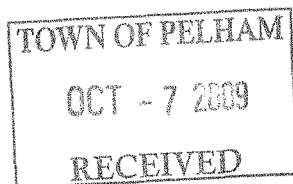
The amounts above include any applicable service charge and provincial tax. Amounts owing to the company should be forwarded to: Customer Accounts Centre
590 Riverbend Drive
Kitchener ON N2K 3S2

Please contact your broker, VERGE INSURANCE BROKERS LTD. -, at 905-688-9170 to arrange coverage or if you have any questions.

Sincerely,

Underwriting Department
Economical Mutual Insurance Company

cc. VERGE INSURANCE BROKERS LTD. -, 5819 (HA)
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA



CSIO CERTIFICATE OF INSURANCE

08/09/11

BROKER

Verge Insurance C/L

131 Ontario Str., P.O. Box 487
St. Catharines, ON

L2R 6W2

BROKER'S CLIENT ID: IREKB-1

INSURED'S FULL NAME AND MAILING ADDRESS

Barb Irek and Richard Redekop

1760 Effingham Road
RIDGEVILLE, ON L0S 1M0

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

COMPANY A The Economical Insurance Group

COMPANY B

COMPANY C

COMPANY D

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LIR	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 5000000
<input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE	A	BINDER	08/09/11	09/09/11	GENERAL AGGREGATE	\$ 5000000
<input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS	A	BINDER	08/09/11	09/09/11	PRODUCTS COMP/OP AGG	\$
EMPLOYER'S LIABILITY					PERSONAL INJURY	\$ 5000000
CROSS LIABILITY					TENANT'S LEGAL LIABILITY	\$ 100000
<input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY	A	BINDER	08/09/11	09/09/11	MED EXP (Any one person)	\$ 25000
<input type="checkbox"/> NON-OWNED					NON-OWNED AUTO	\$
<input type="checkbox"/> HIRED					OPTIONAL POLLUTION LIABILITY EXTENSION	\$
<input type="checkbox"/> POLLUTION LIABILITY EXTENSION					(Per Occurrence)	\$
					(Aggregate)	\$
AUTOMOBILE LIABILITY					BODILY INJURY PROPERTY DAMAGE COMBINED	\$
<input type="checkbox"/> DESCRIBED AUTOMOBILES					BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
<input type="checkbox"/> LEASED AUTOMOBILES					PROPERTY DAMAGE	\$
** ALL AUTOMOBILES PASSED IN EXCESS OF 30 DAYS WHEN IN THE INSURABLE TO PROVIDE INSURANCE						
EXCESS LIABILITY					EACH OCCURRENCE	\$
<input type="checkbox"/> UMBRELLA FORM					AGGREGATE	\$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
(Specify)						
OTHER LIABILITY (SPECIFY)						

ADDITIONAL INSURED

Town of PELHAM

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
RE: CONFIRMATION OF INSURANCE LOCATION- PART
OF LOT 19, TOWN OF PELHAM (EXTENSION OF
SUNBLER ROAD)

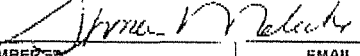
CERTIFICATE HOLDER

Town of Pelham
Pelham Municipal Building
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE


FAX NUMBER: EMAIL ADDRESS:

PRINT NAME INCLUDING POSITION HELD

Shona Meloche Broker

FAX NUMBER

CSIO CERT (6/00)

COMPANY

Verg Insurance

DATE

08/09/11

OP ID SM

CSR SM

TOTAL P.02

- (iii) All driveway approaches shall be constructed to the satisfaction of the Director prior to the assumption of the Road.

(c) **STREET AND TRAFFIC SIGNS**

The Town shall supply and erect traffic control signs within the road allowance at the Developer's expense in accordance with Schedule "G". The signs shall conform to the Town standards in place at the time of installation. The Developer's cost per installation of each sign is \$300.00 including all applicable taxes.

9. **NATURAL GAS, ELECTRICAL, TELEPHONE AND CABLE TV DISTRIBUTION SYSTEMS**

rf. ~~The Developer shall be responsible for providing, at its sole expense, gas, electrical, telephone and cable TV service to the Lands in accordance with the approved Plans. All Utility Services shall be installed and constructed prior to the Director approving the Certificate of Completion of Primary Services.~~ *2 um. [Signature]*

(Amendment approved by Town Council on February 1, 2010)

10. **HYDRO-SEEDING AND LANDSCAPING - PUBLIC LANDS**

The Developer shall grade and place a minimum of one hundred (100) millimetres of topsoil and hydro-seed on all portions of the road allowance not covered by the road surface or shoulders shown on the Plans. All seeding as herein described shall be considered as Primary Services and shall be completed at the time of completion of road construction.

11. **EROSION AND SEDIMENT CONTROL**

All drainage ditches, swales or depressions within the road allowance shall be fine graded and maintained with approved silt traps. The Developer shall comply with the Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites, dated May 1987, to the satisfaction of the Director.

12. **PRIMARY SERVICES AND CERTIFICATE OF COMPLETION OF PRIMARY SERVICES**

- (a) The Developer shall proceed with the installation or construction of the Works required hereunder with all reasonable dispatch and shall complete all of the Primary Services within one (1) year after the date of the registration of this Agreement. The Director may extend the time for the completion of the Primary Services or any of them for such length of time as he may deem expedient upon the written application of the Developer.
- (b) The performance by the Developer of its obligations hereunder to the satisfaction of the Director shall be a condition precedent to the acceptance by the Town of the Works or any of them.
- (c) Prior to the issuance by the Director of the Certificate of Completion of Primary Services, the Developer shall:
 - (i) furnish the Director with a statutory declaration in a form satisfactory to the Director that all accounts for the installation, construction and maintenance of the Primary Services required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Primary Services or any of them; and
 - (ii) provide the Director with a Certificate signed by the Developer's Consulting Engineer certifying that the Primary Services have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards of the Town of Pelham and Plans as approved by the Director.