

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW #335 (1975)

Being a by-law to authorize the Mayor and Clerk to execute a subdivider's agreement with Shaldan Estates Limited.

WHEREAS Council deems it desirable to enter into a subdivider's agreement with Shaldan Estates Limited;

AND WHEREAS Shaldan Estates Limited have met all terms, conditions and policies of the municipality respecting the development of land;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the agreement hereto attached and made part of this by-law be and the same is hereby approved.
- (2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
22nd. DAY OF September, 1975 A.D.

  
MAYOR

  
CLERK

THE LAND TITLES ACT

Application to Register Notice of an Agreement

Section 78

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH (NO. 59)

THE CORPORATION OF THE TOWN OF PELHAM,  
being interested in the land entered  
as Parcel Plan 1 in the Register for  
Section M-31 of which MacLEAN MOTOR SALES LIMITED  
is the registered owner  
hereby apply to have entered on the Register for the said  
Parcel Notice of an Agreement dated the 22nd day of September,  
1975,

made between

MacLEAN MOTOR SALES LIMITED

and

THE CORPORATION OF THE TOWN OF PELHAM

The evidence in support of this application consists of:

1. An executed copy of the said Agreement

DATED at the Town of Pelham this 29 day of MARCH, 1976.

THE CORPORATION OF THE TOWN OF PELHAM

Richard A. MacLean  
MAYOR

Richard A. MacLean  
CLERK

MacLEAN MOTOR SALES LIMITED, the registered owner of the said  
lands, hereby concurs in this Application and consents to its  
registration.

MacLEAN MOTOR SALES LIMITED

Richard A. MacLean  
OWNER



THIS INDENTURE made in triplicate this 22 day of September  
1975 A.D.

BETWEEN

MacLEAN MOTOR SALES LIMITED,  
Hereinafter called the "Owner",  
of the FIRST PART,

- add -

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 has applied, or 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 the same in 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'

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one (1) month after approval of "The Plan" is granted by the Minister.

3. CONVEYANCE TO TOWN OF CASH IN LIEU OF PARK MEDICATION:  
The Owner will:

- (a) pay to the Town the sum of \$11,000.00 in lieu of conveying 5% of the land to the Town pursuant to Section 35 (5) of the Planning Act.

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 and 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, and
- (x) preparation of progress certificate (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, and
- (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 liaison 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:
  - (a) Tracings shall be plan-profile linen 24" x 42" sheets and ink lettering.
  - (b) Title Block (5" x 3") to be placed in lower right-hand corner and shall indicate nature of work, location, limits and scales.

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- (c) 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.
- (d) Plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made.
- (e) Horizontal ties shall be made to property lines.
- (f) Levels shall be to datum and all field surveys shall be tied with 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 shall 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 all sewer installations. Such inspections shall be carried out by a company specializing in this type of work at the expense of the Owner.

6. INSPECTOR'S FEES:

The Owner shall pay the full cost of 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 AND INSPECTION COSTS:

(a) The Owner shall deposit with the Town, cash or an irrevocable letter of credit from a Canadian chartered bank or trust company for an amount equal to the estimated fees and disbursements billed to the Town by its Engineers for services performed by its Engineer, in connection with the subdivision including waterworks 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.

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.

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9. CONSTRUCTION OF SERVICES:

The Owner agrees to construct and pay for the whole cost of such construction and materials required for all the works referred to in Schedules "B", "C", "D", "E", "F", "G", "H" 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 satisfactory 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 BOND:

The Owner will be required to obtain, from his contractors, performance bonds guaranteeing all of the construction required by the Town and the bond shall include maintenance for twelve (12) months after acceptance by the Town of all such construction. Bonds shall be in the amount of 50% 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 OF TOPSOIL:

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

14. TREE REMOVAL:

The Owner shall remove from all road allowances, any trees, brush, growth or surplus or other material as may be designated by the Town Engineer and Council and further, shall remove from all the lands any unkept, diseased or infested trees, vines or bushes. In the event the same are not removed within fourteen (14) days or 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 development with representatives of the Town, the Owner, the Town

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Engineer, the Owner's contractor and the utility companies. The representatives present will designate tree growths of main importance which will be marked and all efforts will be made during construction of the services to preserve these specimens.

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15. ROUGHCHANNING

The Owner agrees to rough grade all roads connected with the development of the land to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and other underground systems as may be required. The Owner further agrees to keep boulevards and easements clear and free of all material 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 this subdivision by the Town, the Owner shall clean the standard sanitary sewers servicing the lands described in Schedule "A" attached hereto, at its expense.

17. STORM SEWER:

(a) 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.

(b) The Owner further agrees to pay to the Town, the sum of One Thousand, Fifty Dollars (\$1,050.00), which constitutes the Owner's share of the cost for any necessary oversizing of storm sewer pipe required in the Kunda Park Subdivision. This amount will be used as part of the Corporation's share of oversizing for storm sewers in that subdivision.

18. EXPANSION AND RENEWAL FUND:

The Owner shall pay to the Town the sum of Fifteen Hundred Dollars (\$1,500.00) per gross acre for a total acreage of 3.752 acres being Five Thousand, Six Hundred and Twenty-Eight Dollars (\$5,628.00) for the purpose of expanding and renewing services within the Town limits.

19. 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 description 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 on another lot. The said drainage plan shall be attached to this agreement as Schedule "X".

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20. 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.

21. HYDRO:

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

22. 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 pole lines, 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, pole lines, hydrants or other works.

23. LIABILITY INSURANCE:

Before commencing any of the work provided for herein, the Town 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 issue of the certificate referred to in paragraph 29), from any loss arising from claims for damage, injury, or otherwise, in connection with the work done by the Owner, its contractors, servants or agents 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.

24. RESTAKING LOTS ON THE PLAN:

Upon completion of all works required under this agreement and prior to the issuance of the final certificate, the Owner shall be responsible for restaking all one inch 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.

25. 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:

- (a) of final design width
- (b) with a granular thickness at least three-quarters of the final granular thickness
- (c) with a surface width, 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, sodding, electrical distribution, street lighting, gas, telephone, etc. where applicable.

#### 26. CASH DEPOSIT:

(1) The Owner ~~will~~ be required to deposit cash equal to the sum of;

- (a) the expansion & renewal impost - \$5,628.00
- (b) the ~~inspection~~ & administration fees as set out in clause - \$2,500.00
- (c) the cost of power and lighting installations, unless other satisfactory arrangements have been made with Fonthill Hydro Electric Commission - \$7,226.99
- (d) letter of credit as hereinafter set out for secondary services - \$15,000.00
- (e) the street signs as set out in Schedule "G" - \$200.00
- (f) 5% in cash for parks purposes - \$11,000.00
- (g) contribution for sidewalk along South Pelham Street - 216' - \$972.00
- (h) contribution for storm sewer oversizing - \$1,050.00

#### 27. RETURN OF PORTION OF DEPOSIT:

Unless otherwise directed by Council, the Town shall, upon satisfactory completion of all ~~of~~ the works 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% of the cost thereof, for a period of one (1) year from the completion of the said works as approved by the Town Engineer, return upon the written application of the Owner the remainder of the cash deposit required hereunder. The Treasurer, after receipt of satisfactory securities, shall from and out of monies 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.

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28. 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 to repair 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 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 monies on deposit if any, or by action, or in the like manner as taxes.

29. MAINTENANCE AND ONE (1) YEAR GUARANTEE:

Upon compliance with the terms of this Agreement, and upon completion of all the said work in accordance with the specifications and direction of and to the satisfaction of the Town Engineer, and upon payment of all financial requirements herein, the Town Engineer under authority of resolution of the Council, shall at the expiration of the maintenance period, upon written application by the Owner, issue a certificate so stating to the Owner.

Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

30. TAXES:

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" attached hereto and shall pay all the 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.

31. MINISTRY OF THE ENVIRONMENT APPROVAL:

The Town agrees that at the request of the Owner, it will join with him to make the necessary applications to the Ministry of the Environment for approval of the plans.

32. LEGAL COSTS:

The Owner shall pay to the Town all legal costs incurred by the Town, in the preparation of this Agreement.

33. BUILDING PERMITS AND OCCUPANCY:

(a) The Owner agrees that unless otherwise determined by the Council, no building permit shall be issued for any excavation or buildings commenced on any part of the lands described in Schedule A attached hereto, until all primary services are completed and

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are operational.

(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, 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 houses within the plan:

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

(c) The Owner hereby agrees that a site plan for lots 1-4 and 6-9 inclusive, will be executed with the Town at the time of building permits being issued, and that no permit shall be issued until such site plan is acceptable to the Town. The site plan shall indicate the location of all buildings and structures, existing and final grades, and vegetation.

#### 34. SCHEDULES:

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

#### 35. INDEMNIFICATION:

The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town, 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 issue of the Certificate referred to in paragraph 29 hereof, in connection with the work required to be done herein by the Owner, its contractors, servants or agents.

#### 36. COVENANTS TO RUN WITH 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 owners from time to time of the lands described in Schedule "A" to this agreement and any part of 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 19 (Surface Drainage Plan), which shall be in perpetuity.

#### 37. BUILDING RESTRICTIONS:

The Owner shall impose building restrictions as shown in  
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Schedule "J" 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, 14, 19 and 33 and Schedules "B" and "I" herein.

38. 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.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED

- In the Presence of -

) THE CORPORATION OF THE TOWN  
) OF PELHAM

)   
) MAYOR

)   
) CLERK

) MacLEAN MOTOR SALES LIMITED

)   
) OWNER



SCHEDULE

"A"

ALL AND SINGULAR that certain parcel or tract 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 Part of Block E according to Registered Plan No. 25 for the Village of Fonthill (now known as Plan No. 717) formerly in the County of Welland and which said parcel or tract of land is more particularly described as follows:

COMMENCING at the southeast corner of the said Block E;

THENCE N  $0^{\circ}47'30''$ W along the easterly limit of said Block 247.52 feet to a point in the southerly limit of the lands in Registered Plan No. 32 for the Village of Fonthill (now known as Plan 724);

THENCE S  $89^{\circ}26'15''$ W along said southerly limit 660.06 feet to a standard iron bar planted in the westerly limit of Block E at the southwest corner of the lands in said plan;

THENCE S  $0^{\circ}43'30''$ E along the said westerly limit being also the easterly limit of the lands in Registered Plan No. 35 for the Village of Fonthill (now known as Plan No. 727) 247.56 feet to a standard iron bar planted at the southwest corner of Block E;

THENCE N  $89^{\circ}56'$ E along the southerly limit of Block E being also the northerly limit of the lands in Registered Plan No. 22 for the Township of Pelham (now known as Plan No. 709) 660.37 feet to the point of commencement;

AND containing by admeasurement an area of 3.752 acres of the same more or less.

BEARINGS herein are astronomic referred to the northerly limit of Registered Plan No. 22 for the Township of Pelham on a course N  $89^{\circ}26'E$  in accordance with said plan.

# SCHEDULE

## "B"

### 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" shall be designed for ADT = 1000 vehicles and an anticipated life of 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 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 for each lot from the travelled portion of the roadway to the lot line and to the full width of the driveway.

#### (e) Dust Control -

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

(2) The seven (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  
" C "

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 wastes 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 where otherwise specified by the Town Engineer.

Minimum pipe size for local sewers - 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 5 inch 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 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 each 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 system will comply with 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.

# SCHEDULE

"D"

## STORM SEWERS

and

## SURFACE DRAINAGE

The Owner shall construct a storm system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where available. All sewers will 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 designated to accommodate all roof water, drainage from basement weeping tile and surface run-off from roads and properties.

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

Surface drainage shall be collected by means of catch basins as per the following detail. Maximum length of swale flow 300 feet. Standard catch basins shall be installed to drain the base road.

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

### Specifications -

The storm sewers will be constructed in accordance with 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.



S C H E D U L E  
" E "

WATERMAINS

The Owner shall construct a complete watermain system or systems and all 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. The watermain shall be a minimum of 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 watermain as trunk or feeder mains.

The Owner shall be responsible for any damage caused to such watermain 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 watermain will be constructed in accordance with 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.

## SCHEDULE

### "F"

#### STREET LIGHTING

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

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

Details as to easements required and type of lighting.



S C H E D U L E  
" G "

STREET SIGNS

and

CONCRETE WALKS

(a) The Owner shall deposit Two Hundred Dollars (\$200.00) for street signs with the Town for the payment of the cost of supply and erection of the street signs by the Town. The actual cost of supply and erection of the signs shall be borne by the Owner. The signs shall conform to the present Town Standards street sign being used by the Town of Pelham.

(b) The Owner shall deposit with the Town, a cash contribution for the construction of a four foot (4') concrete sidewalk along the west side of South Pelham Street as set out in Clause 26 (g). The construction of said sidewalk shall be at the discretion of Council.

SCHEDULE

"H"

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

## " I "

### 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 sideyard 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" 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

con't.....

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 100 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  $1\frac{1}{2}$  inches high.



SCHEDULE

"J"

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. ~~LT-3186~~ 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 and 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 ~~driveways~~ 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 not ~~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.

con't.....

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. *M-3/* for the Town of Pelham.



SCHEDULE

" L "

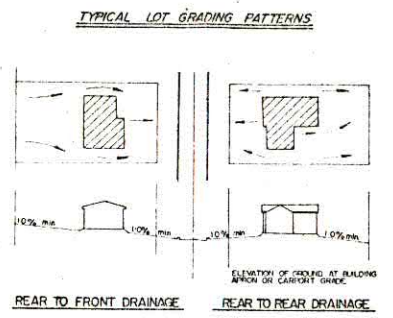
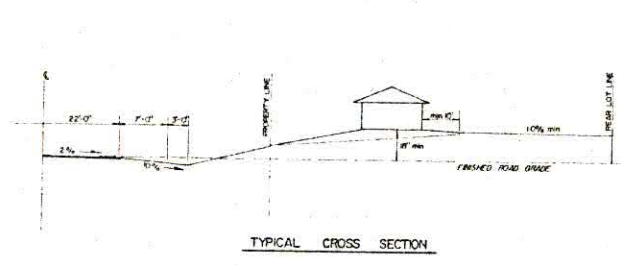
MINISTERIAL CONDITIONS

(to be included in all deeds)

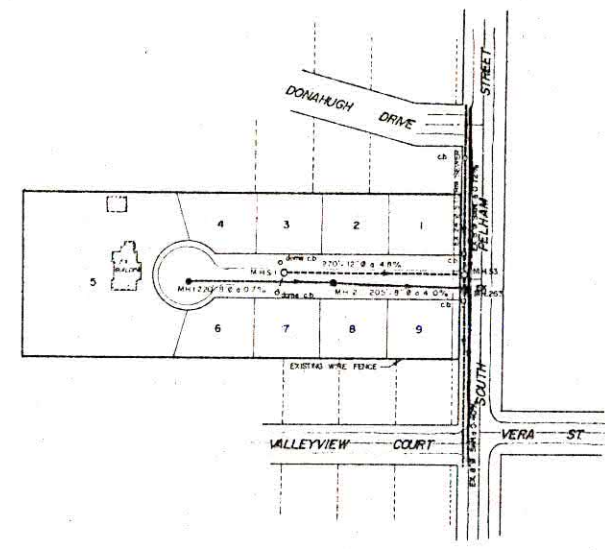
The Owner agrees that it shall do itself or impose, as building restrictions in the form of restrictive covenants running with the land the following requirements:

(a) that lots 1-4 and 6-9 inclusive shall be built upon only in accordance with site plans approved by the Town and that such plans shall indicate the location of all buildings and structures with relation to lot lines, existing and final grades, the type and location of existing and final vegetation and site drainage

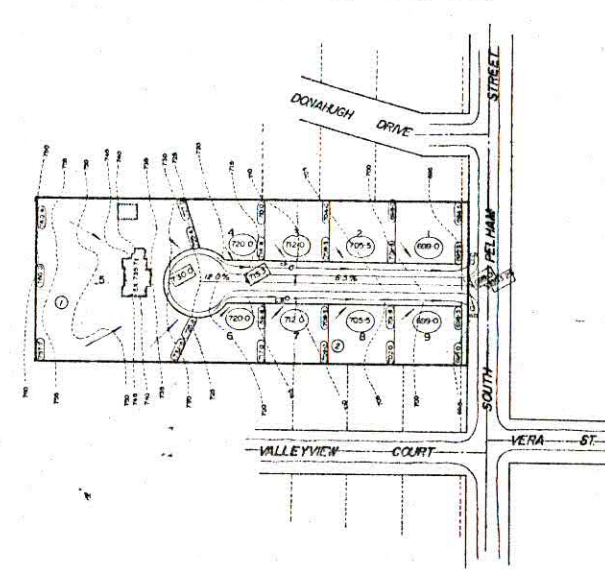
(b) that no existing trees shall be removed without obtaining approval from the Town.



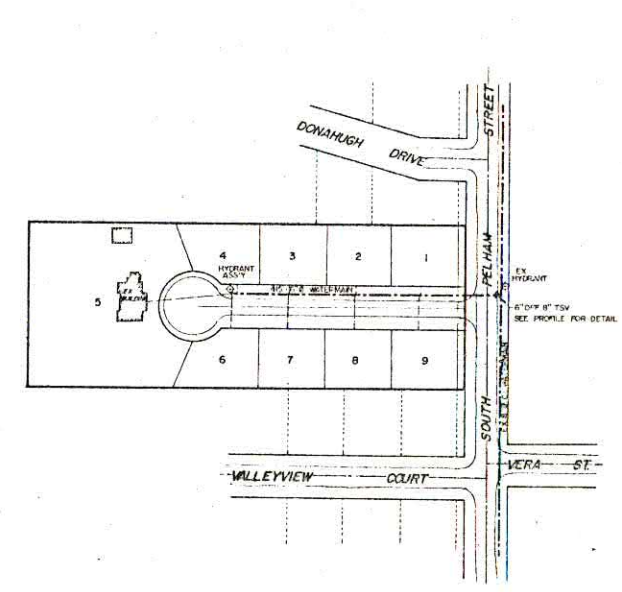
- NOTES**
1. ALL WATERMAIN TO BE ADHESION CEMENT CLAY 200, STANDARD GRAVEL 4" BEDDING, DUCTILE IRON WATERMAIN, CEMENT LINED, TYTON JOINT C.S.A. SPEC. B 1512 CLASS 2, STANDARD GRANULAR 16 BEDDING MAY BE SUBSTITUTED WITH APPROVAL FROM THE ENGINEER.
  2. MINIMUM COVER TO BE 5'-0"
  3. HYDRANTS TO BE DARLING COUNTRY WITH 2 IN. 2 1/2" HOSE OUTLET COMPLETE WITH 4" VALVE ASSEMBLY AND BOX ADJUSTABLE TO 5'-6" FURY OR EQUIVALENT.
  4. WATER SERVICE LINES TO BE 3/4" TYPE "K-14" SOFT COPPER TUBING COMPLETE WITH COMPRESSION TAP & CLIP STOP & BOX TO EACH LOT.
  5. CROSSING OF SOUTH PELHAM ROAD TO BE BOXED IF POSSIBLE.



GENERAL SITE PLAN



LOT DRAINAGE PLAN



WATER SERVICES PLAN

**NOTES & LEGEND**

- PROPOSED ELEV. GROUND AT BUILDING SHOWN THIS (639.0)
- EX GRADES SHOWN BY CONTOURS THIS (735)
- PROPOSED DIRECTION OF SURFACE RUN-OFF SHOWN
- cb RM ELEV. THIS (675.50)
- PROPOSED PAVEMENT ELEVATIONS SHOWN (528.0)
- PROPOSED GRADES AT LOT CORNERS SHOWN

**SHALDAN ESTATES**

|                                       |              |        |          |
|---------------------------------------|--------------|--------|----------|
| TOWN of PELHAM                        |              |        |          |
| APPROVED BY                           |              |        |          |
| B.K. Shaldan for Pelham & Pelham Ltd. |              |        |          |
| 1                                     | ADDED DETAIL | 7/5/75 | D.N.     |
| NO.                                   | REVISION     | DATE   | INITIALS |

GENERAL SITE, LOT DRAINAGE  
AND WATER SERVICES PLANS



A.F. ATHERTON & ASSOCIATES LTD.  
DEVELOPMENT CONSULTANTS  
26 HISCOTT STREET  
ST. CATHARINES, ONTARIO  
TELEPHONE: (416) 882-2608  
SCALE 1" = 100'-0"  
DATE FEB 24/75  
DRAWN: S.S.B. D.M.  
CHECKED: M.H.B.



DATED: September 22, 1975

MacLEAN MOTOR SALES LIMITED

and

THE CORPORATION OF THE TOWN OF  
PELHAM

APPLICATION TO REGISTER NOTICE OF AN  
AGREEMENT

NO. *LT-3186*

Received at the Land Registry Office, Land  
Titles Division for Niagara South (No. 59)

at *4:00 P.M. 8th April 1976*  
(DATE)

and entered in Parcel *Plan 1*

Section *M-31*

Welland, Ont. *Dep* LAND REGISTRAR

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

REGISTRATION  
FEE

*10 00*