



The Corporation of The
TOWN OF PELHAM

FROM THE OFFICE OF THE TOWN CLERK

November 7, 2013

Mr. Callum Shedden
Daniel & Partners LLP,
39 Queen Street, PO Box 24022
St. Catharines, ON L2R 7P7

*Deanne - Please return
these documents to
Callum (prepare a letter)
& retain a copy of
rep. It should be filed
in the Weiland Hqts.
bylaw file. Thanks!
3385(2013)*

RE: Weiland Subdivision, Application to delete Inhibiting Order

Dear Mr. Shedden

Please find enclosed the Acknowledgement and Direction with respect to the discharge of the Inhibiting Order on the Weiland Subdivision.

If you have any further questions regarding the attached, please do not hesitate to contact Ms. Bozzato at 905-892-2607, extension 315.

Yours truly,

Deanne Becc

for

(Mrs.) Nancy J. Bozzato, *Dipl. M.M., AMCT*
Town Clerk

Nancy Bozzato

From: Callum Shedden <sheddenc@niagaralaw.ca>
Sent: Friday, November 01, 2013 4:32 PM
To: Nancy Bozzato
Subject: Weiland Subdivision.
Attachments: A&D Application to delete Inhibiting Order.pdf

Hi Nancy

I have attached the Authorization and Direction with respect to the discharge of the Inhibiting Order on the Weiland subdivision.

The developer has finally registered the discharge of mortgage and has provided the postponements which we required, so we can go ahead now and remove the Inhibiting Order.

Please sign the document and return it to me by email when you have a moment. If you have any questions, call me or send an email.

Thanks
Callum

Daniel & Partners LLP

L A W Y E R S

39 Queen Street, P.O. Box 24022

St. Catharines ON L2R 7P7 Canada

Tel: 905-688-9411 Fax: 905-688-5747

www.niagaralaw.ca



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Nancy Bozzato

From: Nancy Bozzato
Sent: Thursday, November 07, 2013 11:40 AM
To: 'Callum Shedden'
Subject: RE: Weiland Subdivision.
Attachments: Weiland Heights Delete Inhibiting Order.pdf

I have attached the signed version and we will mail the original signed document today.

Best regards,
Nancy

Nancy J. Bozzato, Dipl.M.M., AMCT
Town Clerk

Town of Pelham: Vibrant; Creative; Caring
20 Pelham Town Square
P. O. Box 400
Fonthill, ON L0S 1E1
Phone: 905 892-2607, ext. 315
Fax: 905 892-5055
Email: NJBozzato@pelham.ca
www.pelham.ca

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From: Callum Shedden [<mailto:sheddenc@niagaralaw.ca>]
Sent: Friday, November 01, 2013 4:32 PM
To: Nancy Bozzato
Subject: Weiland Subdivision.

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Thanks
Callum

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Nancy Bozzato

From: Nancy Bozzato
Sent: Thursday, November 07, 2013 11:48 AM
To: Noushy Tavassoli; Susan Smyth
Cc: Callum Shedden (shedden@niagaralaw.ca)
Subject: Weiland Subdivison- Schout Communities

On June 3, 2013 Council passed By-law 3385(2013) for this file. We were awaiting registration of the 59M Plan and I still need to finalize a few things within the agreement by adding the Plan number. To date, I have not yet received a copy of the registered plan. Is this plan available? If so, could I please have two copies for our by-law files. Upon receive of these, I will fill in the Plan numbers on the (signed) agreements and I can then close my files on this matter.

Thank you for your assistance,
Nancy

Nancy J. Bozzato, Dipl.M.M., AMCT
Town Clerk

Town of Pelham: Vibrant; Creative; Caring
20 Pelham Town Square
P. O. Box 400
Fonthill, ON L0S 1E1
Phone: 905 892-2607, ext. 315
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Nancy Bozzato

From: Nancy Bozzato
Sent: Monday, July 08, 2013 3:45 PM
To: 'Monica Wolfe'
Subject: RE: Weiland Subdivision 59M-399
Attachments: Woodlands A&D and Inhibiting Order.pdf

Importance: High

Dear Monica;

Attached please find the signed Inhibiting Order re Schout Communities and the Acknowledgement and Direction for Woodland estates Phase 1

Best regards,

Nancy J. Bozzato, Dipl.M.M., AMCT
Town Clerk

Town of Pelham: Vibrant; Creative; Caring
20 Pelham Town Square
P. O. Box 400
Fonthill, ON L0S 1E1
Phone: 905 892-2607, ext. 315
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-----Original Message-----

From: Monica Wolfe [<mailto:wolfem@niagaralaw.ca>]
Sent: Monday, July 08, 2013 11:48 AM
To: Susan Smyth
Cc: Callum Shedden; Nancy Bozzato
Subject: RE: Weiland Subdivision 59M-399

Susan, Dave at the surveyors called Terry Hinan last week and is calling again today. He wants to meet Terry at his office, then drive the mylars to your office for the mayor to sign. He'll let us know when he's arranged that, then we can arrange for the mayor to sign and have them delivered to our office for registration before Friday.

Monica Wolfe

2 Abstract for You, Ltd.

Conveyancer for Daniel and Partners, LLP.
705-797-0709

From: Susan Smyth [SSmyth@pelham.ca]
Sent: July 8, 2013 8:44 AM
To: Monica Wolfe
Subject: RE: Weiland Subdivision 59M-399

Thank you Monica for your assistance on these past two agreements, it was much appreciated.

Susan Smyth, B.A.A.
Planner

20 Pelham Town Square
PO Box 400
Fonthill, ON L0S 1E0
Phone: 905-892-2607 ext. 324
Fax: 905-892-5055
Email: ssmyth@pelham.ca

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-----Original Message-----

From: Monica Wolfe [<mailto:wolfem@niagaralaw.ca>]
Sent: Tuesday, July 02, 2013 3:41 PM
To: Callum Shedden
Cc: Susan Smyth; Tara Druzina
Subject: Weiland Subdivision 59M-399

The Plan was registered as 59M-399 and the Plan document is attached. I will move forward with the registration of the other documents with Glenn Ludwig's office.

Monica Wolfe

2 Abstract for You, Ltd.

Conveyancer for Daniel and Partners, LLP.
705-797-0709
????????????????????
Daniel & Partners LLP
L A W Y E R S
39 Queen Street, P.O. Box 24022
St. Catharines ON L2R 7P7 Canada
Tel: 905-688-9411 Fax: 905-688-5747
www.niagaralaw.ca<UrlBlockedError.aspx>

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[<http://www.niagaralaw.ca/email/untitled.bmp>]

WEILAND HEIGHTS
FILE NO. 26T19-02004
SUBDIVISION AGREEMENT
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THIS AGREEMENT made this day of , 2013

BETWEEN:

Schout Communities (Fonthill) Inc.

Hereinafter called the "Developer"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Developer represents that it is the owner in fee simple in possession of the Lands which are described in Schedule "A" hereto annexed

AND WHEREAS the Town has granted approval of Weiland Heights subject to the Developer entering into a Subdivision Agreement with the Town concerning, among other things, the provision and installation of all municipal services;

AND WHEREAS subsection 51(26) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

AND WHEREAS subsection 27(1) of the *Development Charges Act, 1997*, permits the early payment of all or part of a development charge;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the Plan of Subdivision by the Town of Pelham and the covenants herein contained, the parties agree as follows;

1. DEFINITIONS

In this Agreement:

- (a) **ASSUMPTION BY-LAW** means a by-law passed by the Town accepting all of the Works to be constructed hereunder.
- (b) **BUILDER** means the person engaged by the Developer or subsequent Owner to construct a Building or any other work on the Lot.
- (c) **BUILDING BY-LAW** means the Building By-law No. 2277 (2001) passed by the Town and amended from time to time.
- (d) **BUILDING** means any structure which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals or chattels, and includes any structure as defined as a Building in the *Building Code Act* or in the Building By-law, but does not include any vehicles as defined herein.
- (e) **BUILDING CODE ACT** means the *Building Code Act, 1992*, S.O. 1992, c.23, as amended, and all regulations thereto.
- (f) **BUILDING PERMIT** means a permit issued by the Chief Building Official of the Town and required pursuant to the provisions of the *Building Code Act*, as amended, or any successor thereto and the Building By-law of the Town and amendments thereto.
- (g) **CHIEF BUILDING OFFICIAL** means the Chief Building Official of the Town as appointed by by-law of the Council.
- (h) **CLERK** means the Clerk of the Town.

- (i) **COMMISSION** means the applicable local governing hydro-electric commission carrying on business in the Town.
- (j) **CERTIFICATE OF COMPLETION OF PRIMARY SERVICES** means the Certificate issued by the Director upon satisfactory completion of the Primary Services for the Lands prior to commencement of the maintenance period for the primary services as installed.
- (k) **CONSTRUCTION LIEN ACT** means the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and all regulations thereto.
- (l) **COST OF CONSTRUCTION** means the cost of construction approved by the Director and may include engineering fees ancillary thereto.
- (m) **COUNCIL** means the Council of the Corporation of the Town of Pelham.
- (n) **DEVELOPER** means, collectively, Schout Communities (Fonthill) Inc., its successors and assigns, and includes its successors in title to the Lands or a Lot shown on the Plan of Subdivision.
- (o) **DEVELOPER'S CONSULTING ENGINEER** means the person or persons registered with the Professional Engineers of Ontario who are employed by the Developer, at its own expense, to provide engineering services.
- (p) **DEVELOPMENT CHARGES** means the development charges imposed under the Town's Development Charge By-law No. 2604(2004), or any successor by-law, as prescribed by the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended, or any successor thereto.
- (q) **DIRECTOR** means the Director of Public Works and Utilities for the Town.
- (r) **FINAL CERTIFICATE OF COMPLETION OF SERVICES** means the certificate issued by the Director after the end of the maintenance period certifying that all Works required by this Agreement are acceptable for assumption by the Town.
- (s) **FRONT LOT LINE** means the front lot line as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (t) **LANDS** means the lands described in Schedule "A" hereto annexed.
- (u) **LETTER OF CREDIT** means a standby municipal, irrevocable Letter of Credit issued by a major chartered bank or credit union, posted with the Town pursuant to the terms of this Agreement. The Letter of Credit shall be in form satisfactory to the Town and shall contain a clause that automatically renews it from year to year, unless the Town gives written notice that it does not require the Letter of Credit to be renewed.
- (v) **LOCAL IMPROVEMENT** shall include utilities, fencing, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Municipal Act*, as amended, or any successor thereto.
- (w) **LOT** means a lot as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (x) **LOT FRONTAGE** means lot frontage as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (y) **LOT GRADING PLAN** means a drawing showing grades, swales and drainage patterns and may include catch basins and floor heights in relation to grades for each individual Building Lot or block in the Plan of Subdivision.
- (z) **MAINTENANCE GUARANTEE** means an undertaking by the Developer to the Town that all Works constructed under this Agreement will function as

designed and will not fail in any manner whatsoever so as to cause a risk to public safety or private lands, Building or structures within the Plan of Subdivision or immediately adjacent boundary lands, and that should the Works, or any of them, fail or not perform their intended function within the specified maintenance guarantee period, they will be replaced or repaired to the satisfaction of the Director by the Developer at its cost.

- (aa) **MUNICIPAL ACT** means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, and all regulations thereto.
- (bb) **ONTARIO LAND SURVEYOR** means a surveyor commissioned by the Province of Ontario and qualified to establish monuments that define the boundaries of a parcel or parcels of land and to prepare all necessary reference plans and surveys for the purpose of the Agreement.
- (cc) **OWNER** means the applicant for a Building Permit for one of the Lots and includes the person on whose behalf an application for a Building Permit is made.
- (dd) **PLAN OF SUBDIVISION** means the Plan of Subdivision attached hereto as Schedule "A-1" over the Lands pursuant to the provisions of the *Planning Act*, as amended, or any successor thereto.
- (ee) **PLANNING ACT** means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and all regulations thereto, or any successor legislation thereto.
- (ff) **PLANS** means all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director prior to execution of this Agreement by the Town.
- (gg) **PRIMARY SERVICES** means all private utilities and all municipal services including, without restricting the generality of the foregoing, storm sewers, storm water management facilities, sanitary sewers, watermain, roads (including base coarse asphalt and curbs and gutters), sidewalks, street lighting and drainage works and swales.
- (hh) **PRIVATE UTILITIES** means telephone, hydro electric systems and natural gas systems and cable television systems.
- (ii) **REGION** means the Regional Municipality of Niagara.
- (jj) **REGIONAL PUBLIC WORKS DEPARTMENT** means the Region's Public Works Department.
- (kk) **SECONDARY SERVICES** means all works to be installed, constructed, or erected which are not Primary Services or private utilities.
- (ll) **SECTION**, when used in reference to a numbered part of the Agreement, means:
 - (i) a complete section including all its sections and subsections;
 - (ii) a particular subsection including its subsections; and
 - (iii) a particular subsection as the context may dictate or require.
- (mm) **STORMWATER MANAGEMENT FACILITY** means a system of physical works including but not necessarily only, such things as stormwater structures or ponds and infiltration trenches or pits located at the downstream end of a storm sewer conveyance system (including roof rain water leaders) that are designed to treat stormwater and control pollution and control stormwater runoff to predetermined levels prior to discharge to receiving surface water courses and subsurface ground water regimens.

- (nn) **STREET** means street as defined in the Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (oo) **STREET LINE** means Street Line as defined in Town's Zoning By-law No. 1136 (1987), as amended, or any successor thereto.
- (pp) **SUBDIVISION** means the subdivision of the Lands as shown on Schedule "A-1" Legal Description and known as Weiland Heights.
- (qq) **SUBDIVISION GRADE CONTROL PLAN** shall mean a plan for the purpose of controlling the overall drainage pattern through the establishment of relative surface elevations in accordance with good engineering and drainage practices as shown in Schedule F-1.
- (rr) **SUPERVISION** means the full-time inspection and scrutiny of every phase of the Works for the express purpose of enforcing the provisions of this Agreement and certifying that the Works have been performed and completed to Town standards in the form prescribed for this purpose and "SUPERVISE" means to carry out such Supervision.
- (ss) **TOWN** means The Corporation of the Town of Pelham.
- (tt) **TREASURER** means the Director of Financial Services of the Town.
- (uu) **UTILITY SERVICES** means physical plant including but not limited to pipes, valves, conduits, cables, terminals, transformers, etc. owned and operated by communications, television, hydro, gas and oil companies or any other utility companies.
- (vv) **WORKS** shall jointly and severally mean and include all Primary Services and Secondary Services and all other matters, both internal and external, required to be completed or performed by the Developer pursuant to this Agreement.

2. **LAND AFFECTED**

The Lands to be subdivided by the Plan of Subdivision are those lands described in Schedule "A" attached hereto and the Plan of Subdivision shall be registered against all of such Lands. The registered ownership of the Lands shall be confirmed by the Developer's solicitor by way of certificate in form satisfactory to the Town.

3. **GENERAL PROVISIONS**

- (a) Unless the context otherwise requires, where the Developer is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry out any services or action the provisions therefore contained herein shall be deemed to include the words "at the sole expense of the Developer".
- (b) The Developer hereby covenants, warrants and agrees to save harmless and keep the Town indemnified from and against all manner of actions, causes of actions, suits, claims and demands that may howsoever arise through or from the terms of this Agreement, other than claims arising from negligence by the Town of Pelham, its servants and agents.
- (c) The Developer and the Town acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein:
 - (i) shall run with the Lands;
 - (ii) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time; and
 - (iii) the benefits of the said covenants shall enure to the Town, its

successors and assigns in title, of all roads, Streets and public Lands forming part of the Lands.

- (d) Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner set out in Section 30.
- (e) This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.
- (f) The Developer shall impose restrictions as set forth in Schedule "G" annexed hereto on all the Lands so that subsequent Owners will be made aware of and shall strictly adhere to the requirements of this Agreement.
- (g) The Schedules attached hereto are deemed to be a part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.
- (h) The Developer agrees to be bound by the penalty provisions of the *Planning Act* including, but not limited to, Section 67 of said Act.
- (i) Notwithstanding the provisions of this Agreement, the Developer shall be subject to all the by-laws of the Town and all provincial and federal government statutes and/or regulations and amendments thereto affecting the development of land and installation of municipal services.
- (j) If any term of this Agreement shall be found to be ultra vires of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement shall be and remain in full force and effect.
- (k) The Developer shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.
- (l) Time shall be of the essence of this Agreement.
- (m) Prior to execution of this Agreement by the Town, the Developer shall deliver to the Town a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.
- (n) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the Lands then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the Lands as a subdivision or part thereof unless and until a new agreement in the same form, mutatis mutandis, as this Agreement has been entered into with the Town.
- (o) The Developer shall pay, before final approval of the Plan of Subdivision is requested, all arrears of taxes and all taxes for the current year owing in respect of the Lands and the Buildings situate thereon.
- (p) The Developer shall commute and pay to the Town before final approval of the Plan of Subdivision is requested any and all Local Improvement rates assessed against the Lands.
- (q) The Town shall cause this Agreement to be registered against the title to the Lands and at its option against the title to every Lot shown on the Plan of

Subdivision.

- (r) The Developer shall cause the final Plan of Subdivision, as approved by the Town of Pelham, to be registered within thirty (30) days after its approval.
- (s) The Developer shall reimburse the Town for all fees and disbursements incurred by it in connection with the preparation, approval, execution and registration of this Agreement and all related documentation in connection with the preparation and enactment of any by-law or registration of any subsequent Agreements which may be required to implement this Agreement.
- (t) All Streets and properties abutting on the Plan of Subdivision or used for access to the Lands during the installation or construction of the Works or during the construction of Buildings upon the Lots shall, at all times, be kept in a good, clean and useable condition and, if damaged or littered, shall be restored immediately to the Town's requirements.
- (u) All trucks making deliveries to or taking materials from the Lands included within the Plan of Subdivision shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting Streets or properties.
- (v) Any lands required to be conveyed by the Developer in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and trash, and the Developer shall complete all services for the Lands in accordance with the terms of this Agreement.
- (w) The Developer shall ensure that adequate dust control and mud tracking control measures are carried out during the construction of all Works and Buildings upon the Lands.
- (x) In the event that the Developer wishes to register more than one Plan of Subdivision over the Lands, the Developer shall first obtain the written consent of the Town to do so, which consent shall be conditional upon the Developer registering such Plans of Subdivision in such order as determined by the Town and upon registering such Plans of Subdivision concurrently. The Developer shall not register a Plan of Subdivision over part of the Lands without prior written consent of the Town.
- (y) Any and all of the Developer's obligations under this Agreement shall be joint and several.

4. LAND FOR MUNICIPAL PURPOSES

- (a) Any dead ends and/or open sides of road allowances created by the Plan of Subdivision may be terminated in 0.3 metre reserves as required by the Town and such reserves shall be conveyed by the Developer to the Town in fee simple, free of all encumbrances.
- (b) All of the road allowances shown on the Plan of Subdivision shall be dedicated by the Developer as public highways.
- (c) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Town.
- (d) All lands required by the Town for public purposes as described in Schedule "D", hereto attached, shall be conveyed by the Developer to the Town in fee simple, free of all encumbrances.
- (e) The Developer shall convey to the Town, a private utility company or to the Commission, such easements as may be required for utility or drainage purposes in, over, across and under any part of the Lands.
- (f) The Developer shall, prior to the final approval of the Plan of Subdivision, at

its own expense, obtain and convey to the Town such further easements that in the sole discretion of the Director are required for the construction of the public services to be constructed hereunder.

5. DESIGN AND SUPERVISION OF CONSTRUCTION OF SERVICES

The Developer shall employ, at its cost, a competent and qualified Developer's Consulting Engineer approved by the Director, to:

- (i) carry out all soil investigations required by the Director;
- (ii) design all of the Works required to be completed by this Agreement;
- (iii) provide the Director with an estimate of the cost of design, construction and maintenance of all Works to be constructed under this Agreement to be used as the basis for determining the amount of security to be posted by the Developer prior to execution of this Agreement to guarantee the construction and maintenance of all Works required under this Agreement;
- (iv) prepare engineering drawings to include plans and profiles and specifications for the Works and to submit detailed plans, profiles and specifications to the Director for approval prior to the installation or construction of such Works;
- (v) submit to the Director the detailed Plans in mylar matte surface for signing and provide the Director with two (2) sets of full-sized, signed hard copies and two (2) sets of signed hard copies reduced to 11" x 17" size;
- (vi) obtain, in conjunction with the Town, all of the necessary approvals prior to installation or construction of the Works;
- (vii) call tenders for the installation and construction of the Works;
- (viii) obtain the approval from the Director of the contractor employed to install or construct the Works;
- (ix) provide full-time resident supervision, inspection and contract administration of all Works covered by this Agreement;
- (x) maintain Upper Canada Consultants (261 Martindale Road, Unit 1, St. Catharines, Ontario, L2W 1A1) to be the consultant on record throughout the duration of the project until such time as the subdivision is assumed by the Town to deal with outstanding and deficient items;
- (xi) maintain all of the records of the installation or construction of the Works and submit a copy of the same to the Director;
- (xii) supply to the Director "As Constructed" drawings of all of the Works installed or constructed by the Contractor in both hard copy and DWG digitized format on CD media (AutoCad 2007 or equivalent), at the time of completion of Primary Services; including all street light, and utility services (gas, telephone, electrical and cable television);
- (xiii) obtain from the Director the details regarding the form and scale of these drawings prior to their presentation;
- (xiv) on the completion of the installation or construction of the Works, to supply the Town with a certificate, in a form satisfactory to the Director, that the Works were installed or constructed in accordance with the approved Plans and specifications;
- (xv) provide the Director with individual record sheets for all sewer and

water service locations and depths;

- (xvi) accompany the Director on a final inspection of the Works at the conclusion of the maintenance period herein specified and before the assumption of the Works by the Town;
 - (xvii) supervise the construction of any remedial work which the Director may direct;
 - (xviii) provide Building levels for construction purposes as hereinafter provided;
 - (xix) furnish the Chief Building Official with the preliminary lot grading certificate for each Lot for which an application for a Building Permit is made; and
 - (xx) provide the Chief Building Official with the final lot grading certificate for each lot upon occupancy of each lot or residence.
- (b) The Developer shall not install Works prior to the receipt by it in writing of the approval of the Director of the detailed Plans and specifications therefor.
 - (c) All of the Works to be installed or constructed under this Agreement shall be installed or constructed under the direct Supervision of the Developer's Consulting Engineer at the expense of the Developer. This shall require full time supervision during all construction activities
 - (d) The Developer shall, prior to the final approval and registration of the Plan of Subdivision, obtain a Certificate of Approval from the Ministry of the Environment for the required servicing of the Subdivision to the satisfaction of the Director and Regional Public Works Department.

6. CONSTRUCTION OF WORKS

The Developer agrees to construct and pay the whole cost of such construction and materials required for all of the Works referred to in this Agreement and the Schedules attached, and in accordance with the conditions and specifications contained in said Agreement and Schedules.

7. CONTRACTORS

Before commencement of any Works, the Developer shall show satisfactory proof to the Director, that the proposed contractors or sub-contractors, whom the Developer has retained to construct Works described in this Agreement, or any part of the Works, have sufficient and valid liability insurance policies, indicating that the Town and its agents and servants, and the Region are named insured; a certificate from the Workers' Safety Insurance Board showing that the contractor is in good standing; and satisfactory evidence that the contractor is qualified, experienced and has adequate equipment to successfully complete the Works. Any contractor employed by the Developer shall, as a condition of such employment, be approved by the Director.

8. ROADS, SIDEWALKS, DRIVEWAY APPROACHES, SIGNAGE

The Developer shall:

- (a) **ROADS**
 - (i) rough grade to the Town's specifications the full width of all road allowances as shown on the Plans prior to the installation or construction of the Works. Prior to the construction of any Works, the topsoil shall be stripped and shall be stockpiled during the period of construction at a location which is approved by the Director and is conducive to the interim drainage requirements of the Plan of Subdivision. The topsoil so stockpiled shall be used to grade the Lots

and boulevards after construction thereon in accordance with the Subdivision Grade Control Plan filed with and approved by the Director. Topsoil shall not be removed from the Lands for any reason unless the prior written approval of the Director to the removal of such topsoil is received;

- (ii) keep all boulevards and easements clean and clear from all materials and obstructions which, in the opinion of the Director, can or may interfere with the installation or construction of gas, telephone, co-axial, hydro-electric or other services;
- (iii) construct, install and complete roadways, curb and gutters on all road allowances in accordance with the accepted, approved and signed engineering drawings on file in the Public Works and Utilities Department, Town of Pelham;
- (iv) provide turning circles in accordance with the regional Solid Waste Management Standards for all roads that dead-end based on a phasing of the development;
- (v) construct all road allowances within the Subdivision at a minimum of 20 metres in width in accordance with the policies of the Northwest Fonthill Secondary Plan;
- (vi) provide decorative street lighting to the satisfaction of the Town;
- (vii) construct a temporary road to the satisfaction of the Director of Public Works and Utilities through Lots 9 and 19 for the purposes of construction access for the Subdivision. The Developer will agree to restrict construction vehicle traffic once Brewerton Boulevard is extending to Haist Street.

(b) **SIDEWALKS**

The Developer shall construct, install and complete concrete sidewalks in accordance with the Plans on file in the Town's office. All sidewalks shall be deemed to be Primary Services for the Plan of Subdivision and shall be completed at the locations shown on the Plans and in accordance with the approved Subdivision Grade Control Plan no later than July 31, 2014 or as amended by the Director of Public Works and Utilities. The sidewalks are to be constructed in their entirety in block long sections.

(c) **DRIVEWAY APPROACHES**

- (i) The Developer shall provide driveway curb cuts and granular driveway access on the boulevard prior to occupancy of any Building. It shall be the responsibility of the Developer to ensure that driveway access is maintained at all normal times during the construction or maintenance of the Works.
- (ii) All driveway approaches between the curb line and the sidewalk, or in the absence of a sidewalk between the curb line and the Street Line, shall be paved by the Developer by no later than the 1st day of November in the year after the year in which the Buildings served by the driveway approaches are occupied.
- (iii) All driveway approaches shall be constructed to the satisfaction of the Director prior to the assumption of the Plan of Subdivision.

(d) **STREET AND TRAFFIC SIGNS**

The Town shall supply and erect street name and traffic control signs within the Subdivision at the Developer's expense in accordance with Schedule "H". 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 three

hundred dollars (\$300.00) including all applicable taxes.

9. STORMWATER MANAGEMENT FACILITIES

- (a) The Developer shall construct a Stormwater Management Facility in accordance with a Stormwater Management Report, prepared by the Developer and approved by the Town, Region and Niagara Peninsula Conservation Authority, to adequately service the Lands included within the Plan of Subdivision and all or any portion of the ultimate drainage area in which the Lands are located. The Stormwater Management Facility shall be constructed in accordance with the designs and plans therefore approved by the Director and the construction and materials shall be in accordance with the requirements of the Director. The Developer also covenants and warrants that the Stormwater Management Facility will be designed and constructed such that surrounding lands are not adversely impacted and that there is no increase in post development flows.
- (b) The Developer shall, prior to issuance of a Certificate of Completion of Primary Services, supply the Director with lot plans showing the locations, depths and dimensions of all rear yard infiltration trenches and front yard soakaway pits including locations of all roof rainwater leader connections to the Stormwater Management Facility.
- (c) The Developer shall landscape and/or fence the Stormwater Management Facility located within Block 50 to the satisfaction of the Town.
- (d) Implement to the satisfaction of the Town, the Region and Niagara Peninsula Conservation Authority, the approved erosion and sedimentation control plans and lot grading and drainage plans;
- (e) Implement to the satisfaction of the Town, the Region and Niagara Peninsula Conservation Authority, an approved long-term monitoring plan prepared in accordance with the *Area 1 Subwatershed Study and Environmental Impact Statement*, Final Report August 2003;
- (f) All drainage ditches, swales or depressions within the Subdivision shall be final graded, sodded and maintained with approved silt traps prior to the issuance of the Certificate of Completion of Primary Services in accordance with the requirements of the Director. The developer shall provide an annual report to the Director related to the maintenance activities.
- (g) The Developer shall register the following covenant on all Lots and blocks contained within the lands described in Schedule "A" and such registration shall occur at the time of or immediately after registration of the Agreement and shall provide proof to the Town that such covenant has been registered on all the Lots and blocks within the Subdivision:

"No one shall interfere with the drainage swales, infiltration trenches or surface drainage pattern on a lot or block without explicit written permission from the Director of Public Works and Utilities, Town of Pelham. All swales are for stormwater drainage management purposes and it shall be the responsibility of the Owner to maintain the drainage across the Lot or block in accordance with the approved grading plan. Infiltration trenches are critical stormwater management controls within the Lot or block in accordance with approved plans and shall not be modified in any manner without the express written approval of the Director of Public Works and Utilities, Town of Pelham. Should the Town find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or stormwater management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the 3rd day of June, 2013 and registered the 2nd day of July, 2013, particularly Section 9."

- (h) The Developer shall ensure that all roof rainwater leaders are connected to

rear yard infiltration trenches or front yard soakaway pits, as the case may be, using the provided connection to these Stormwater Management Facilities.

- (i) The Developer shall advise all Builders and subsequent purchasers with respect to all of the terms, conditions and requirements of this Agreement, with particular regard to, but not limited to, the provisions of Section 9.
- (j) Unless otherwise approved or required by the Town, the Developer, their heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands described in Schedule "A" until such time as the Director has agreed in writing to such alteration or removal and the Director has approved a Subdivision Grade Control Plan pursuant to the terms of this Agreement.

10. STORM DRAINAGE AND SANITARY SEWERS

- (a) The Developer shall construct a storm sewer system, including manholes, catch basins, minimum one hundred and twenty-five (125) millimetre diameter house service connections and other appurtenances to adequately service the Lands included within the Plan of Subdivision and all or any portion of the ultimate drainage area in which the Lands are located. The storm sewer system shall be constructed in accordance with the designs and plans therefore approved by the Director and the construction and materials shall be in accordance with the requirements of the Director.
- (b) All Building rainwater leaders shall discharge to rear yard infiltration trenches or front yard soakaway pits, as the case may be, and SHALL NOT be connected to the storm sewer or sanitary sewer laterals.
- (c) The Developer shall, prior to the issuance of the Certificate of Completion of Primary Services, supply the Director with lot plans showing the location and depth of each storm lateral and sanitary lateral constructed to serve the Buildings to be erected upon the Lots.
- (d) The Developer shall, at its own expense, cause the sanitary and storm sewer systems to be flushed by high velocity sewer flushing equipment after the placement of the base course asphalt upon the Streets as shown on the Plan of Subdivision.
- (e) The Developer shall cause the sanitary and storm sewer systems to be inspected by closed circuit television camera prior to issuance of the Certificate of Completion of Primary Services and the results thereof shall be provided to the Director for review. Prior to the issuance of the Final Certificate of Completion of Services by the Director, as set out in Section 17, the Developer shall carry out a second video TV inspection of the sanitary and storm sewer systems and the results thereof shall be provided to the Director. In the event that the results of either inspection are not satisfactory in the opinion of the Director, then the Developer shall take such remedial steps including re-televising the repairs as may, in the opinion of the Director, be required.
- (f) The Developer shall cause, at its own expense, the sanitary sewer system to be tested either by infiltration or by exfiltration and the method of testing shall be at the sole discretion of the Director.
- (g) The Developer covenants and warrants that foundation drains will not be connected to the sanitary sewer system.
- (h) The Developer agrees:
 - (i) That all drainage ditches, swales or depressions within the Plan of Subdivision shall be fine graded and maintained with approved silt traps to be put in place prior to, during construction, including Building

construction and post construction, all in compliance with the Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites, M.O.E., May 1987, until vegetation is established to prevent erosion and sedimentation, to the satisfaction of the Director.

- (ii) To re-vegetate or otherwise restore all disturbed areas immediately upon the completion of on-site grading to the satisfaction of the Town and the Niagara Peninsula Conservation Authority.

11. WATERMAINS

- (a) The Developer shall construct a complete watermain system or systems for the purpose of servicing the Plan of Subdivision in accordance with the Plans therefor approved by the Director and the construction and materials shall be in accordance with the requirements of the Director. The said watermain system or systems shall include valves, hydrants and house water service connections, complete with curb stop and box from the watermain to the Street Line.
- (b) All watermains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with the Town's requirements as approved by the Director.
- (c) The operation of valves which cause the watermains within the Plan of Subdivision to be charged from existing municipal water mains SHALL ONLY be carried out by Town Staff certified in accordance with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, as amended. The Town has an approved Quality Management System for the Pelham Distribution System and the Owner and his contractors shall be aware and informed of the Quality Management System.
- (d) The Developer shall, prior to requesting the issuance of the Certificate of Completion of Primary Services, supply the Director with lot plans showing the location of the water laterals serving each dwelling to be erected upon the Lots.
- (e) If determined by the Town, cost contribution will be necessary for the Watermain Booster Pump Upgrades at the expense of the Developer.

12. NATURAL GAS, ELECTRICAL, TELEPHONE AND CABLE TV DISTRIBUTION SYSTEMS

- (a) The Developer shall be responsible for providing, at its sole expense, gas, electrical, telephone and cable TV service to each Lot and block 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.
- (b) Proportionate cost contribution is required to bury the telephone, electrical, and cable overhead services that abut any Subdivision on Haist Street. The Developer of the Subdivision will assume the associated costs.
- (c) Individual service costs to the private lands on the east side of Haist Street will be apportioned to the Town.

13. SODDING AND LANDSCAPING - LOTS, PARKLANDS AND PUBLIC LANDS

- (a) The Developer shall grade and place a minimum of fifty (50) millimetres of topsoil, together with No. 1 nursery sod on all portions of road allowances not covered by asphalt or sidewalks shown on the Plans and along that side of the Plan of Subdivision abutting on adjacent existing Streets. All sodding as herein described shall be considered as Secondary Services for the Plan of Subdivision and shall be completed at the time of or within three (3) months after the final sodding of any Lot in accordance with the approved

final lot grading certificate.

- (b) The Developer shall be responsible for ensuring that each Lot within the Plan of Subdivision is:
 - (i) fine graded in accordance with the individual Lot Grading Plans for each lot and that a final lot grading certificate for each lot is prepared by the Developer's Consulting Engineer and approved by the Director; and
 - (ii) sodded with No. 1 nursery sod within six (6) months of initial occupancy of the Building, in all areas of the Lot including front yards, side yard and rear yards not covered by structure, driveway or walkway; and that all sodding is maintained until it has become established.
- (c) In order to maintain a high standard of amenity and appearance, the Developer shall retain the maximum number of existing trees as approved by the Director consistent with good subdivision design and conservation practices
- (d) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and assigns hereby undertake and agree to develop the Lands in accordance with Schedule "C" - Streetscape Plan annexed hereto to the satisfaction of the Director.
- (e) All trees shall be planted within nine (9) months of house construction completion on each respective lot.
- (f) The Developer shall be solely responsible for acquiring and planting trees in accordance with the terms of this Agreement and delivering written notice to the Town that such work has been completed. The Developer shall continue to be solely responsible for maintaining all such trees so planted until such time as Council passes an Assumption By-law.

In accordance with Schedule "H" annexed hereto, prior to execution of this Agreement by the Town, the Developer shall post with the Town security for the planting of trees at the rate of five hundred dollars (\$500.00) per tree to be planted.

- (g) Provided, however, that in the event the Developer does not plant trees in accordance with the provisions of this Agreement or within the prescribed time or to the complete satisfaction of the Director, then the Town may, at its sole discretion, plant or replace or replant trees in accordance with the provisions of this Agreement and apply the above mentioned security against the Town's costs and/or collect such costs in like manner as municipal taxes.
- (h) Unless exempted by the Director, all lands conveyed to the Town shall be serviced, sodded and landscaped by and at the expense of the Developer, within eighteen (18) months from the date of registration of this Agreement or such extension of such time period as may be approved by the Director of Public Works and Utilities in writing.

14. BACKLOT DRAINAGE AND EROSION AND SEDIMENT CONTROL

Until the completion of all Buildings on the Lots, the Developer shall ensure that the rear yards and side yards of each of the Lots are properly graded and completed to prevent the ponding of surface water on the Lots or on adjacent lands outside the Subdivision.

15. PRIMARY SERVICES AND CERTIFICATE OF COMPLETION OF PRIMARY SERVICES

- (a) The Developer shall proceed with the installation or construction of the work 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 the

Plan of Subdivision. 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.
- (d) The Director shall furnish the Developer with a Certificate of Completion of Primary Services upon the completion by the Developer, to the satisfaction of the Director, of the installation or construction of the Primary Services and the receipt by the Director of the Maintenance Guarantee, as required by Section 23 hereof, and the satisfaction, by the Developer, of all other requirements of this Agreement and the Plans.

16. SECONDARY SERVICES

- (a) With the exception of the asphalt surface course and the sodding required by Sections 13(a) and 13(b), all Secondary Services shall be completed within eighteen (18) months after the date of the registration of the Plan of Subdivision. The Director may extend the time for completion of the Secondary Services or any of them for such length of time as he may deem necessary upon the written application of the Developer.
- (b) The final asphalt surface course shall be completed no sooner than twenty-four (24) months and no later than thirty-six (36) months after issuance of the Certificate of Completion of Primary Services or as directed by the Director.

17. MAINTENANCE AND ASSUMPTION OF THE WORKS

- (a) Until the Town issues the Final Certificate of Completion of Services, the Town agrees to provide only snow plowing and sanding services on paved roads connected by paved road to a public roadway. The Developer shall provide all other services including, but not limited to, maintenance and repairs of sewers, watermain and appurtenances, Stormwater Management Facility, fencing including silt fencing and control structures and overland drainage systems. The Developer agrees that any service provided by the Town prior to actual acceptance of the roads by the Town shall not be deemed acceptance of the roads.
- (b) The Developer shall, at its own expense and to the satisfaction of the Director, repair and maintain all Primary Services and other private services herein required to be installed or constructed for a minimum period of three (3) years from the date of issuance of the Certificate of Completion of Primary Services or until the date of issuance of the Final Certificate of Completion of Services, whichever is later.
- (c) The Developer shall guarantee all Secondary Services including any repairs

and maintenance performed by it pursuant to Section 17(b) or by the Town pursuant to Section 17(d) for a minimum period of twelve (12) months from the date of completion of the said services, notwithstanding that the three (3) year period of maintenance provided under Section 17(b) may have elapsed.

- (d) The Town shall, notwithstanding the Developer's obligations to maintain services herein set forth, have the right to enter on the Lands and carry out any necessary maintenance or repairs:
 - (i) without notice to the Developer, where in the sole opinion of the Director, an emergency condition exists or where the Streets have not been kept free of mud and dust; and
 - (ii) where repairs to or maintenance of the Works have not been completed within forty-eight (48) hours after a notice requiring such repairs or maintenance has been forwarded to the Developer.
- (e) The cost of any repair or maintenance work undertaken by the Town pursuant to the provisions hereof shall be borne by the Developer and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account therefore has been forwarded to the Developer at its last known address. If the Developer fails to pay the amount due to the Town within such thirty day period, then the Town may and is hereby expressly authorized to deduct the amount owing to it for such repairs or maintenance from any monies or Letters of Credit deposited by the Developer with the Town pursuant to the provisions hereof.
- (f) The decision of the Director that repairs or maintenance to the Works are required or that an emergency state exists requiring immediate repair or maintenance to such Works shall be final, conclusive and incontestable.
- (g) After the expiry of the maintenance period provided for in Section 17(c) hereof, the Town shall, subject to the compliance by the Developer with Section 17(h) hereof, issue a Final Certificate of Completion of Services upon written application by the Developer provided, however, that the Town may withhold the issuance of the Final Certificate of Completion of Services if, in the sole opinion of the Director, the Developer is in default of its obligations to repair, construct or maintain any of the Works pursuant to this Agreement.
- (h) The application in writing by the Developer for the Final Certificate of Completion of Services shall include the following:
 - (i) a statutory declaration in a form satisfactory to the Director that all accounts for the installation, construction and maintenance of all the Works required to be installed or constructed hereunder have been paid and that there are no outstanding debts, claims or liens in respect of the Works of any of them;
 - (ii) a Certificate in a format acceptable to the Director signed by the Developer's Consulting Engineer certifying that all the Works including any repairs and deficiencies have been fully completed, inspected, tested and maintained in accordance with the provisions hereof and the standards and specifications of the Town of Pelham and the Plans as approved by the Director;
 - (iii) the original Mylar Construction Drawings in hard copy and on CD media in DWG digitized format (AutoCad 2007 or equivalent) showing each of the Works including street lights and street light electrical conductors "As Constructed";
 - (iv) the Certificate of an Ontario Land Surveyor certifying that he has currently found and/or replaced all one inch (1") standard iron bars as shown on the registered Plan of Subdivision;

- (v) a copy of the registered Plan of Subdivision and all other reference plans as to easements and other matters in DWG digitized format on CD media (AutoCad 2007 or equivalent); and
- (vi) confirmation that all sanitary and storm sewers have been flushed and cleaned and reinspected by TV camera subsequent to the expiration of the maintenance period provided in Section 17(c) and acceptance of the TV inspection results by the Director.
- (i) The issuance by the Town of the Final Certificate of Completion of Services may be withheld until eighty-five percent (85%) of the Lots have been built upon with Buildings completed to the *Building Code Act* occupancy requirements and the final grading certificates for the Lots have been approved by the Director.
- (j) Upon the issuance of the Final Certificate of Completion of Services, the Director shall recommend to Council that the Town assume by By-law the Primary and Secondary Services within the Plan of Subdivision as required to be constructed or installed under this Agreement.

18. BUILDING PERMITS AND OCCUPANCY

- (a) The Developer agrees that Building Permits will only be issued for the Haist Street frontage lots once the Plan is registered.
- (b) The Developer agrees that, unless otherwise determined by Council, no Building Permit shall be issued on any parts of the Lands until all primary services as defined elsewhere in this Agreement including roadways to base asphalt and curbs, are completed and operational to the satisfaction of the Director and video camera inspection and soundness testing in accordance with Sections 10(e) and 10(f) have been completed and results provided to and accepted by the Director.
- (c) In addition to paying the Building Permit fee, the Owner of a Lot or block shall:
 - (i) Pay the amount of the Development Charges which are applicable at the time of application for Building Permit, except for the portion of the Development Charges that are prepaid in accordance with Clauses 20(a) (i), (ii) and (iii);
 - (ii) Pay the amount of the cash-in-lieu of lands for parks purposes pursuant to Section 21 of this Agreement.
- (d) The Developer agrees that no Building Permit shall be issued until the Control Architect approves the Building drawings for individual lots and blocks and provides written correspondence clearly indicating that the Building drawings are consistent with the "Architectural Design Guidelines", on file in the Town of Pelham Planning Services Department.

19. FINANCIAL LIABILITY AND INSURANCE

(a) COMMERCIAL GENERAL LIABILITY INSURANCE

Before commencing any of the Works, the Developer shall, at its own expense, obtain and keep in force during the term of this Agreement, a certificate of insurance indicating that it has obtained Commercial General Liability Insurance satisfactory to the Town, indemnifying the Town from any loss arising from claims for damages, injury or otherwise in connection with the Works to be performed hereunder by the Developer, its servants or agents in, on or about the Lands included with the Plan of Subdivision or adjacent thereto. The Commercial General Liability Insurance Policy shall also include the following:

- (i) A limit of liability of not less than five million dollars (\$5,000,000.00) or

such greater amount as the Director of Public Works and Utilities deems advisable;

- (ii) Inclusion of the Town, its agents and servants and The Regional Municipality of Niagara as additional named insureds;
- (iii) A provision for cross liability in respect of the named insureds;
- (iv) Non-owned automobile and rental equipment coverage with a limit of at least five million dollars (\$5,000,000.00) including contractual non-owned coverage shall be provided to the Town;
- (v) Completed operations coverage;
- (vi) That sixty (60) days prior notice, of any alteration, cancellation or change in policy terms which reduces coverage, shall be given in writing to the Town; and
- (vii) Owner's protective coverage.

(b) **PROOF OF INSURANCE**

The Developer shall provide, together with its executed Agreement, a certificate of insurance or certified copy of the above referred to policy, satisfactory to the Town, together with proof of renewal at least ten (10) days prior to expiry. If a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Town may require that the Developer provide a certified copy of the policy.

20. SECURITY DEPOSITS AND REFUNDS

The Developer shall be responsible for the full amount of the cost for the design, servicing and maintenance of the Subdivision together with all Town administrative and consulting fees, engineering and legal costs and shall be required to post security, in a form satisfactory to the Town, on accounts of aforesaid costs, charges and fees in accordance with Schedule "H" annexed hereto prior to execution of this Agreement by the Town.

Security to be posted for Primary Services and Secondary Services and to cover the Town's Administrative, Engineering and Legal costs shall be calculated on the basis of the Developer's Consulting Engineer's estimated cost of design, construction and maintenance of all Works as set out in Schedule "H" annexed hereto. If in the opinion of the Town the cost estimate does not reflect current costs, the Town reserves the right to modify the estimate. From time to time, upon written request, the Developer's Consulting Engineer may be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date and the estimated cost of all outstanding Works and the Director may adjust the amount of security required if the actual Cost of Construction of all Works installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "H" annexed hereto by twenty percent (20%) of the original estimates or tender costs and the Developer shall be billed accordingly. Provided that in the event the Developer fails to increase the amount of security within fourteen (14) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in final default of the terms and conditions of this Agreement.

(a) **CASH PAYMENTS**

Prior to the execution of this Agreement by the Town, for payment of services to be rendered by the Town, its servants and its agents as required by this Agreement, and for presently outstanding payments owing to the Town, the Developer shall, in accordance with Schedule "H" annexed hereto, deposit with the Town the following non-refundable cash amounts:

- (i) a cash amount to secure the Town's engineering, administrative consulting and legal costs for this Agreement, approval of the Plans, and enactment of by-laws calculated on the following basis:
 - (1) where the Cost of Construction of all Works is less than one hundred thousand dollars (\$100,000.00), the charge shall be ten thousand dollars (\$10,000.00);
 - (2) where the Cost of Construction of all Works is between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00) the charge shall be ten thousand dollars (\$10,000) plus four percent (4.0%) of the costs between one hundred thousand dollars (\$100,000.00) and four hundred thousand dollars (\$400,000.00); and
 - (3) where the Cost of Construction of all Works is in excess of four hundred thousand dollars (\$400,000.00) the charge shall be twenty-two thousand dollars (\$22,000.00) plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);
- (ii) a cash amount to cover the Town's cost to supply and install street name and traffic control signage at the rate of three hundred dollars (\$300.00) per sign; and
- (iii) a cash amount to cover all arrears of taxes, all taxes for the current year and all current Local Improvement charges assessed against the Lands.

(b) LETTERS OF CREDIT

- (i) Before commencing any of the Works provided for in this Agreement, the Developer will deposit with the Town a Letter of Credit drawn upon a chartered bank in favour of the Town and in a form satisfactory to the Treasurer, in an amount approved by the Director, which Letter of Credit shall be sufficient to guarantee the satisfactory completion of the Works or any portion of the Works as established by the Town in its sole discretion, and payments or any part thereof required to be made by this Agreement, and will, without restricting the generality of the foregoing, guarantee the following:
 - (1) payment of twenty percent (20%) of the approved estimated costs of the construction of the On-Site Primary Services to service the Lands, plus one hundred percent (100%) of the costs for the Off-Site Primary Services, plus one hundred and twenty percent (120%) of the approved estimated construction costs of the Secondary Services upon the Lands as shown in Schedule "H" attached; and
 - (2) payment of one hundred percent (100%) of any other payments or Works as may be required of the Developer by the Town pursuant to this Agreement.
- (ii) The Developer shall, in accordance with Schedule "H" annexed hereto, provide to the Town a Letter of Credit to cover the Off-Site Servicing completed by the Town, including:
 - (1) the Town's cost to construct the sanitary sewer and related services to the Lands;
 - (2) the Town's cost to construct watermain services to the lands.
- (iii) The amount of the Letter of Credit required hereunder shall not be reduced unless all of the conditions of this Agreement are complied with and the estimated costs of rectifying any outstanding deficiencies, as

estimated in the sole discretion of the Director, plus one hundred and twenty percent (120%) of the estimated costs of the completion of all outstanding Primary Services and Secondary Services plus all other outstanding costs payable under this Agreement, plus the Maintenance Guarantee as required under Section 23 of this Agreement, plus any *Construction Lien Act* requirements are all, in total, less than the amount of the Letter of Credit held by the Town. In such an instance, the amount of the Letter of Credit may, in the sole discretion of the Director be reduced from time to time to an amount equal to the total of all amounts set out above. Such reduction shall be based on the following:

- (1) progress certificates from the Developer's Consulting Engineer setting forth the cost of the Works completed and paid to date and the cost of unfinished Works;
 - (2) a request for reduction in the amount of the Letter of Credit in a form approved by the Director; and
 - (3) proof of payment in a form satisfactory to the Director of the amounts paid on account of the completed Works to the date of the application for reduction.
- (iv) Notwithstanding anything herein contained, the amount of the Letter of Credit shall at all times be sufficient to cover the balance of the costs of the completion of the unfinished Works, including Works deferred for extended periods and the requirements of the *Construction Lien Act*.
- (v) The Developer shall pay the cost of the Works and the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor.

21. PARKLAND

- (a) The Developer shall convey Block 49, representing 3.16 percent of the lands to the Town for parks purposes. The lands shall be graded and reinstated with topsoil and hydroseed to the satisfaction of the Director.
- (b) Prior to the issuance of a Building Permit, the Developer agrees to pay 1.84 percent of the value of the Lands to the Town in lieu of lands for parks purposes pursuant to the provisions of Subsection 42(6) of the *Planning Act*. The Developer shall have the Lots appraised by a qualified appraiser to determine the value of each Lot pursuant to Subsection 42(6) the *Planning Act*. Such appraisal is valid for a period of twelve (12) months, after such period the Town may, at its sole discretion, require an updated appraisal.

22. INHIBITING ORDER ON THE LANDS

The Developer shall not transfer or otherwise deal with the Lands or any part thereof and also acknowledges and agrees that the Town will register an inhibiting order pursuant to the *Land Titles Act*, R.S.O. 1990, c. L.5, preventing transfer of all or any part of the Lands until such time as the Director has issued the Completion Certificate for Primary Services for the Lands. The Developer also acknowledges that the Town may register an inhibiting order against all or any part of the Lands for other matters to ensure compliance with this Agreement.

23. MAINTENANCE GUARANTEE

- (a) The Letter of Credit deposited by the Developer pursuant to Section 20 hereof may, upon the completion of the Primary Services, and prior to the assumption of the Works by the Town, at the Director's discretion, be reduced to an amount equal to ten percent (10%) of the completed Works (Schedule "H") plus one hundred and twenty per cent (120%) of the value, as estimated by the Director, of any uncompleted Works and such Letter of Credit shall be retained by the Town as a Maintenance Guarantee to

guarantee the workmanship and materials of the Works until such time as the maintenance guarantee periods as provided for in Sections 17(c) and 16(c) have both expired.

- (b) The Maintenance Guarantee as required under Section 23 (a) hereof, may be reduced further to five percent (5%) subject to the Developer meeting all requirements of the *Construction Lien Act*.
- (c) The Letter of Credit may be realized upon by the Town if the Developer defaults in any payment or condition contained herein.
- (d) The Developer shall be conclusively deemed to be in breach of the covenant contained in Section 20(c), if, in the case of the cost of the Works or the fees of the Developer's Consulting Engineer and the Ontario Land Surveyor, a lien against the Lands or any part thereof is preserved pursuant to the *Construction Lien Act* and if, in the case of any other payment required to be made under this Agreement, a notice to that effect is forwarded to the Developer by the Director in accordance with Section 24(b) hereof.

24. DEFAULT

- (a) Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, or upon the Developer becoming insolvent or making an assignment for the benefit of creditors, the Town, at its option, may declare that the Developer is in default.
- (b) Notice of such default ("Notice of Default") shall be given by the Town and if the Developer does not remedy such default within such time as provided in the notice, the Town may declare that the Developer is in final default under this Agreement and shall then forthwith give notice of final default ("Notice of Final Default") thereof to the Developer.
- (c) Upon Notice of Default having been given, the Town may require all work by the Developer, their servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default has been remedied and in the event of final default, may require all work as aforesaid to cease.
- (d) Upon Notice of Final Default having been given to the Developer, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
 - (i) enter upon the Lands shown on the Plan of Subdivision by its servants, agents and contractors and complete any work, services repairs or maintenance wholly or in part required herein to be done by the Developer and collect the cost thereof from the Developer and/or enforce any security available to it;
 - (ii) make any payment which out to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
 - (iii) retain any sum of money heretofore paid by the Developer to the Town for any purpose and apply the same in payment or part payment for any work which the Town may undertake;
 - (iv) assume any work or services at its option, whether the same are completed or not, and thereafter the Developer shall have no claim or title hereto or remuneration therefore;
 - (v) bring action to compel specific performance of all or any part of this Agreement or for damages;
 - (vi) add any costs incurred by the Town to the tax collector's roll for the

Lands and collect such costs by action or in like manner as municipal real property taxes; or

(vii) exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

25. RESCISSION OF AGREEMENT

- (a) In the event that the Plans of Subdivision are not registered within one (1) year from the date hereof, then the Town may, at its option and on one (1) month's notice in writing to the Developer, declare this Agreement null and void and may Register against the title to the Lands included within the Plan of Subdivision a notice to that effect.
- (b) The Developer shall not sell or convey any Lot or block shown on the Plans of Subdivision until this Agreement is registered on title.

26. RIGHT OF ENTRY

The Developer shall obtain from any Purchaser of any of the Lots shown on the Plan of Subdivision, a licence permitting the Developer and the Town to enter upon such Lands for a period of three (3) years after the transfer thereof in order to ensure compliance with the provisions of this Agreement and shall forward an executed copy of such licence to the Town upon demand therefore.

27. WARNING CLAUSES

- (a) The Developer acknowledges and agrees to provide to the Region a written undertaking that all offers and agreements of purchase and sale which may be negotiated prior to registration of this Subdivision, shall contain a clause clearly indicating that a servicing allocation for this Subdivision will not be assigned until the plan is granted final approval for registration.
- (b) The Developer acknowledges and agrees to insert into all offers and agreements of purchase and sale the following clause: "All Works within the Subdivision, including but not limited to storm sewers, stormwater management facilities, sanitary sewers, watermains, roads, curbs and gutters, sidewalks, street lighting and drainage works and swales, are contracted by the Developer. The Developer is obligated to maintain the Works in accordance with the Agreement and Plans registered on title."
- (c) The Developer acknowledges and hereby agrees to insert into all offers and agreements of purchase and sale the following clause: "The Lands in the Subdivision are subject to the payment of development charges which are payable prior to the issuance of a Building Permit."
- (d) The Developer acknowledges and hereby agrees to insert into all offers and agreements of purchase and sale the following clause: "The Lands in the Subdivision are subject to the payment of cash-in-lieu of the dedication of land for park purposes prior to the issuance of a Building Permit."
- (e) The Developer acknowledges and hereby agrees to insert into all offers and agreements of purchase and sale the following clause: "Purchasers are advised that maintenance activities that are required to be performed on the nearby Regional Niagara Elevated Water Tower, such as painting and cleaning, may occasionally interfere with some activities of the dwelling occupants."
- (f) The Developer acknowledges and hereby agrees to insert into all offers and agreements of purchase and sale the following clause: "The Lands in the Subdivision are subject to architectural control, Purchasers are advised that all construction within the Plan of Subdivision must comply with the provisions of the established Architectural Design Guidelines prepared by the Planning Partnership, March 2013."

- (g) The Owner provide an appropriate fence and 2 metre side landscaped strip to screen new development from existing homes. The landscaped strip shall be provided in addition to the required rear yard and designated and planted to the satisfaction of the Town. On-going maintenance of the landscaped strip shall be the sole responsibility of the Owner.
- (h) The Owner acknowledge that no access to Haist Street shall be permitted until such time as the required improvements to Haist Street have been completed in accordance with the Northwest Fonthill (Area 1) Traffic Analysis, as amended, completed by Totten Sims Hubicki Associates.

28. INDEMNIFICATION

Until the Town passes a By-law assuming the Streets, which shall not be unreasonably withheld, shown on the Plan, the Developer, on behalf of itself, its successors and assigns, including its successors in title of the Lands in the Plans of Subdivision, hereby releases and discharges and indemnifies the Town from and against all actions, causes of action, suits, claims and demands whatsoever which may arise by reason of:

- (a) any alteration of the existing grade or level of any Street or Streets on the Plan to bring the said grade or level in conformity with the grade or level required by the Director; and
- (b) any damage to the Lands abutting on any Street or Streets shown on the Plan or to any Building erected thereon arising from or in consequence of any such alteration of grade or level; and
- (c) any damages or injuries (including death) to persons or damage to property occurring or arising on any Street or Streets on the Plan however caused unless due to the negligence of the Town.

29. COVENANTS THAT RUN WITH THE LAND

The Developer and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained herein shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Developer, their successors and assigns, and successors in title, from time to time, of the Lands described in Schedule "A" of this Agreement and any part or parts thereof and that the benefits of the said covenants shall enure to the Town, its successors and assigns in title of all roads, Streets and public lands forming part of or abutting on the Lands described in Schedule "A".

30. NOTICE

All notices required or permitted to be given by one party to the other shall be given in writing either by prepaid registered mail or delivered personally addressed,

in the case of the Town to:

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

and in the case of the Developer to:

Mike Schout
Schout Communities (Fonthill) Inc.
159 Stonecroft Way
New Hamburg, ON N3A 4R2

or at such other addresses as may be given by either of them to the other in writing from time to time, and such notices shall be deemed to have been received, if mailed, on the third day following that on which it was so mailed and if delivered, on

the day of such delivery.

31. POSTPONEMENT AND SUBORDINATION

The Developer covenants and agrees at its own expense, to obtain and register such documentation in a form satisfactory to the Town's solicitor from all mortgagees or encumbrancers as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement and all related documentation to be registered shall take effect and have priority as if they had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the Lands. The Developer acknowledges that it shall not be permitted to sell any lots within the Subdivision until such time as these postponements have been registered and that the Town shall be permitted to register an inhibiting order pursuant to the *Land Titles Act* to ensure compliance with same.

32. SCHEDULES

The Schedules attached hereto are a part of this Agreement. All Schedules are to be interpreted as if the contents thereof were included in the Agreement.

33. SPECIAL PROVISIONS - SCHEDULE "B"

The Developer shall undertake and complete all other special provisions to this Agreement, as outlined in Schedule "B" which forms part of this Agreement.

34. NUMBER AND GENDER

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith:

- (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

35. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE Parties hereto have executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


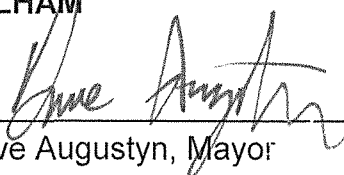
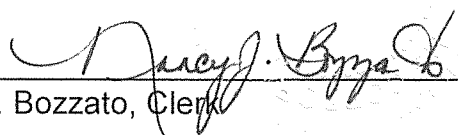
) MIKE SCHOUT
) SCHOUT COMMUNITIES (FONTHILL) INC.
) 
) _____
) (Position) President
) I have authority to bind the Corporation.
)
)
) THE CORPORATION OF THE TOWN OF
) PELHAM
) 
) _____
) Dave Augustyn, Mayor
)
)
) 
) _____
) Nancy J. Bozzato, Clerk

TABLE OF SCHEDULES

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SCHEDULE "A"

LEGAL DESCRIPTION

Lots 1 to 44, inclusive, Blocks 45 to 52, inclusive, Registered Plan No. 59M-399, Town of Pelham, Regional Municipality of Niagara.

The described lands being Part of PIN 64035-0726(LT).

SCHEDULE "A-1"

LEGAL DESCRIPTION

SCHEDULE "B"

SPECIAL PROVISIONS

1. The Developer acknowledges that the Region will not assign a servicing allocation for the Subdivision until the Plan is granted final approval for Registration.
2. The Developer shall make arrangements satisfactory to the required private utilities and the Town of Pelham for the provision of underground Utility Services, internal and external to this Subdivision.
3. Recognizing that the Lands within the Plan of Subdivision are primarily comprised of sand and silt surficial soils which, when disturbed or exposed, are susceptible to airborne and waterborne erosion mechanisms; therefore:
 - all areas of the Lands disturbed by servicing work and/or stripped of topsoil cover shall be hydroseeded immediately upon completion of constructions of works;
 - the Developer shall, throughout servicing and the residential Building phases of this development, construct and maintain temporary silt ponds at locations determined acceptable by the Director;
 - airborne erosion of sands and silts from disturbed areas shall be controlled by application of water as required in the sole discretion of the Director;
 - the Developer agrees to implement, as required, other reasonable measures as determined by the Director for purposes of controlling and mitigating air and/or water borne sand and/or silt erosion from the Lands;
 - the Developer shall immediately remove waterborne sands and silts which may be carried from the Lands within the Plan of Subdivision and restore such off-site impacted lands; and
 - silt control devices, including silt fences shown on approved engineering drawings and as may be further installed or constructed at the request of the Director, shall be continuously inspected and maintained by the Developer throughout all servicing and residential Building phases of this Subdivision development.
4. The Developer shall restrict all servicing construction access to Lookout Street. The Developer shall make its best efforts to restrict all residential Building construction traffic access to Lookout Street and shall demonstrate, in writing, how it will use its best efforts in this regard to the Director prior to release of Building Permits.
5. The Developer shall prepare an information package for new homeowners outlining the importance of both the 12 Mile Creek and Coyle Creek and steps that can be taken to protect the natural environment and infiltration characteristics of this important headwater area. The information package shall be reviewed and approved by the Niagara Peninsula Conservation Authority and shall be provided as an appendix to all offers of purchase and sale for properties within the Subdivision.
6. Notwithstanding the Developer's financial obligations to the Town pursuant to Section 20 of this Agreement, the Developer agrees to pay to the Town the full cost of:
 - (a) the storm sewer and associated services constructed by the Town to service residential properties within the Weiland Heights lands fronting the west side of Haist Street;
 - (b) the sanitary sewer services constructed by the Town to service residential properties within the Weiland Heights lands; and
 - (c) the water services constructed by the Town to service residential properties within Weiland Heights lands.

SCHEDULE "B"

SPECIAL PROVISIONS

(Continued)

7. Notwithstanding the Developer's financial obligations to the Town pursuant to Section 20 of this Agreement, the Developer agrees to pay to the Town their proportionate share of the cost of:
 - (a) the modification of existing overhead electrical transmission lines on Haist Street to an underground configuration.

SCHEDULE "C"
STREETSCAPE PLAN

SCHEDULE "D"

LANDS CONVEYED FOR PUBLIC PURPOSES

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Block 49 for parkland purposes.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Block 50 for stormwater management purposes.

The Developer shall transfer title to the Town, free and clear of all encumbrances and at its own expense, Blocks 51 and 52 for 0.3 metre reserve purposes.

All references to Blocks and Lots in this Agreement relate to the preliminary Plan of Subdivision (59M Plan) prepared by Donald G. Chambers, O.L.S. under Dwg No. 04086-4 RP MAR 20-13 MPLAN.

SCHEDULE "E"

EASEMENTS

The Developer shall convey, free and clear of all encumbrances and at its own expense, easements to the Corporation of the Town of Pelham, over, under and through Lots shown on the preliminary Reference Plan (59R Plan), prepared by Donald G. Chambers, O.L.S., and under Dwg No. 04086-EASE, as follows:

- (a) Easements in favour of the Town for sanitary sewer purposes over Lot 14, described as Parts 5 and 6 on the preliminary 59R Plan; and
- (b) Easements in favour of the Town for stormwater, sewer and stormwater management facility purposes over Lots 11 to 44, inclusive and Blocks 46, 47 & 48, described as Parts 1 – 5 and 7 – 40, inclusive, on the preliminary 59R Plan.

SCHEDULE "E-1"

EASEMENTS

SCHEDULE "F"

SITE SERVICING AND GRADING PLANS

Dwg no. 0167DET, General Notes, Infiltration & Siltation Details, Upper Canada Consultants, dated March 5th 2013

Dwg. No. 0167GSP, General Servicing Plan, Upper Canada Consultants, dated March 5, 2013

Dwg. No. 0167PP1, Plan & Profile, Cherry Blossom Lane, Upper Canada Consultants, dated March 5, 2013

Dwg. No. 0167PP2, Plan & Profile, Cherry Blossom Lane, Upper Canada Consultants, dated March 5, 2013

Dwg. No. 0167PP3, Plan & Profile, Cherry Blossom Lane & Kline Crescent, Upper Canada Consultants, March 5, 2013

Dwg. No. 0167PP4, Plan & Profile, Sanitary Easement & Haist Street Servicing, Upper Canada Consultants, dated March 5, 2013

Dwg. No. 0167FAC, Plan & Profile, Stormwater Management Facility, Upper Canada Consultants, March 5, 2013

Dwg. No. 0167GP, Sedimentation Control & Master Grading Plan, Upper Canada Consultants, March 5, 2013

Dwg. No. 0167SSP, Landscaping & Streetscape Plan, Upper Canada Consultants, March 5, 2013

SCHEDULE "G"

BUILDING RESTRICTIONS (To be included in all Deeds)

The Developer shall cause to be registered against all Lots and blocks described in Schedule "A" of this Agreement, the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall have the following meaning:

- (a) "VENDOR" means and includes also a grantor, transferor or seller and the heirs, successors and assigns of the Vendor.
- (b) "PURCHASER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Purchaser.
- (c) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Purchaser shall, in respect of the herein described land, adhere to and comply with the Lot Grading Plan attached to the Subdivision Agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon or the intended operation and function of rear yard infiltration trenches or front yard infiltrating pits as the case may be. The Purchaser covenants and agrees that rainwater downspout connections to infiltration trenches or pits shall not be disconnected or blocked in any manner whatsoever. All grade elevation shown on the said Lot Grading Plan shall be maintained after construction of any Building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Purchaser fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Purchaser impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Purchaser shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the Subdivision Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

No one shall interfere with the drainage swales, infiltration trenches or surface drainage pattern on a Lot or block without explicit written permission from the Director of Public Works, Town of Pelham. All swales are for stormwater drainage management purposes and it shall be the responsibility of the Owner to maintain the drainage across the lot or block in accordance with the approved grading plan. Infiltration trenches are critical stormwater management controls within the Lot or block in accordance with approved plans and shall not be modified in any manner without the express written approval of the Director of Public Works and Utilities, Town of Pelham. Should the Town find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or stormwater management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the 3rd day of June, 2013 and registered the 2nd day of July, 2013, particularly Section 9.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at purchaser's expense, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the Lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Subdivision are constructed.

The Purchaser shall, within nine (9) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the Lot. Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

SCHEDULE "G"

BUILDING RESTRICTIONS

(To be included in all Deeds)

(Continued)

The Purchaser shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod the Lot.

The Purchaser shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Purchaser will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Purchaser strip and excavate to the limit approved by the Town.

The Purchaser shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Purchaser shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the property.

The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Purchaser shall not erect any free standing tower, radio antenna, communication tower or similar structure.

SCHEDULE "H"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

	Security Requirements	Cash Requirements
On Site Primary Servicing		
Watermains and services	\$ 128,200.00	
Storm sewers and services	\$ 223,300.00	
Storm water management: pond and outlet structures, trenches, pits	\$ 173,600.00	
Sanitary sewers and services	\$ 143,100.00	
Storm and sanitary sewer TV inspections (preliminary acceptance)	\$ 11,700.00	
Roads (excluding surface asphalt, includes removal of temporary turning circle	\$ 248,200.00	
Grading roadway, boulevards, topsoil stripping, siltation control	\$ 83,700.00	
Topsoil, seed, mulch entire site	\$ 48,100.00	
Sodding of major swales	\$ 15,200.00	
Total Cost for On Site Primary Servicing	\$ 1,075,100.00	
Off Site Primary Servicing		
Haist Street sanitary manhole	\$ -	
Haist Street sanitary sewer stub	\$ -	
Haist Street sanitary services	\$ -	
Haist Street water services	\$ -	
Haist Street storm services	\$ 4,000.00	
Haist Street electrical transmission line reconfiguration	\$ 20,300.00	
Watermain booster pump upgrades	\$ 64,100.00	
Total Cost for Off Site Primary Servicing	\$ 88,400.00	
On Site Secondary Servicing		
Driveway ramps	\$ 78,000.00	
Storm and sanitary sewer TV inspections (final acceptance)	\$ 11,700.00	
Final asphalt	\$ 54,300.00	
Concrete sidewalks	\$ 37,400.00	
Final grading, topsoil and sodding boulevards	\$ 50,400.00	
Boulevard trees	\$ 42,500.00	
Decorative street lighting	\$ 65,800.00	
Miscellaneous (mill existing asphalt)	\$ 5,000.00	
Curb repairs	\$ 12,000.00	
Total Cost for On Site Secondary Servicing	\$ 357,100.00	
Off Site Secondary Servicing		
Concrete sidewalk along west side of Haist Street	\$ 9,100.00	
Curb repairs on Haist Street	\$ 3,000.00	
Driveway ramps on west side of Haist Street	\$ 10,000.00	
Grading and sodding of boulevard on west side of Haist Street	\$ 3,200.00	
Decorative street lighting on west side of Haist Street	\$ 12,300.00	
Boulevard trees on west side of Haist Street	\$ 5,000.00	
Haist Street / Highway #20 intersection improvements	\$ -	
Lookout Street / Highway #20 intersection improvements	\$ -	
Land acquisition at the northwest corner of Highway #20 and Lookout Street	\$ -	
Relocate telephone utilities on Highway #20 at Lookout Street	\$ -	
Watermain booster station	\$ -	
Street light improvements on north side of Highway 20	\$ -	
Block 48 servicing and road construction	\$ -	
Total Cost for Off Site Secondary Servicing	\$ 42,600.00	
Cost Summary		
On Site Primary Servicing Sub-Total	\$ 1,075,100.00	
Off Site Primary Servicing Sub-Total	\$ 88,300.00	
On Site Secondary Servicing Sub-Total	\$ 356,400.00	
Off Site Secondary Servicing Sub-Total	\$ 42,600.00	
Subdivision Net Servicing Cost (including securities and cash requirements)	\$ 1,562,400.00	
Contingency (5%)	\$ 78,100.00	
Engineering (10%)	\$ 156,200.00	
Subtotal	\$ 1,796,700.00	
H.S.T. (13%)	\$ 89,835.00	
Total Cost for Servicing Subdivision	\$ 2,030,300.00	
Requirements for On Site Primary Servicing		
On site primary servicing sub-total	\$ 1,075,100.00	
Engineering and contingency (15%)	\$ 161,000.00	
Sub-total	\$ 1,236,100.00	
H.S.T. (13%)	\$ 160,800.00	
Total for on site primary servicing	\$ 1,396,900.00	
On site primary servicing required (20%)	A1 \$ 279,500.00	

SCHEDULE "H"
FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION
(Continued)

		Security Requirements	
Requirements for Off Site Primary Servicing			
Off site primary servicing sub-total		\$	88,300.00
Engineering and contingency (15%)		\$	13,200.00
Sub-total		\$	101,600.00
H.S.T. (13%)		\$	13,200.00
Total for off site primary servicing		\$	114,800.00
Off site primary servicing required (20%)	A2	\$	23,000.00
Requirements for On Site Secondary Servicing			
On site secondary servicing sub-total		\$	356,300.00
Engineering and contingency (15%)		\$	53,400.00
Sub-total		\$	409,700.00
H.S.T. (13%)		\$	53,300.00
Total for on site secondary servicing		\$	463,000.00
On site secondary servicing required (120%)	A3	\$	555,600.00
Requirements for Off Site Secondary Servicing			
Off site secondary servicing sub-total		\$	42,600.00
Engineering and contingency (15%)		\$	6,400.00
Sub-total		\$	48,900.00
H.S.T. (13%)		\$	6,400.00
Total for off site secondary servicing		\$	55,300.00
Off site secondary servicing required (120%)	A4	\$	66,400.00
Total Letter of Credit Required (A1+A2+A3+A4)		\$	924,500.00
Haist Street Preservicing			\$ 70,857.33
Engineering Fee			
Town administration and review fee			\$ 79,100.00
Street sign installations			\$ 900.00
Total Engineering Fee Required (Cash)			\$ 150,857.33

Note: Costs associated with the Booster Station upgrade and Haist Street electrical transmission line reconfiguration are estimated costs only. Developer will be responsible for the proportionate share of actual once determined.

Weiland Heights Subdivision

Documents to be signed and registered on title.

A&D = Acknowledgement & Direction to be signed by Mayor and Clerk

- A. Plan Document (for reference only)
- B. Inhibiting Order : A&D, plus Inhibiting Order to be signed by clerk
- C. Subdivision Agreement : A&D
- D. Deed Blocks 49 & 50 to the Town: A&D
- E. Partial discharge of mortgage as to D. (for reference only)
- F. Sanitary Sewer Easement over Part Lot 14: A&D
- G. Postponement of mortgage to F.: A&D
- H. Stormwater Management Easement : A&D
- I. Postponement of mortgage to H. :A&D
- J. Restrictive Covenants (for reference only)

Properties

PIN 64035 - 0759 LT
Description PT LTS 2 & 3 CON 7 & PT RDAL BTN LTS 2 & 3 CON 7 (CLOSED BY BY-LAW 912
REGISTERED AS INSTRUMENT BL176 AND CONVEYED IN TRANSFER PE11777)
BEING PT 1 ON 59R13528 EXCEPT PTS 1 & 2 ON 59R14038 ; PELHAM
Address HAIST ROAD
FONTHILL

Applicant(s)

Name SCHOUT COMMUNITIES (FONTHILL) INC.
Acting as a company
Address for Service 45 Reinhart Place
Petersburg, Ontario

I, Michael Schout (President), have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

The applicant applies to register a plan of subdivision of the land prepared by Donald G. Chambers O.L.S., Chambers and Associates
Surveying Ltd dated 2013/05/15
All the consents required have been obtained.
Schedule: See Schedules

ACKNOWLEDGEMENT AND DIRECTION

TO: Calum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Weiland Heights Subdivision B. Inhibiting Order ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham this 18th day of June, 2013

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Dave Augustyn
Per: Dave Augustyn, Mayor

Nancy J. Bozzato
Per: Nancy J. Bozzato, Clerk

Properties

PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	LOTS 11 TO 44, BOTH INCLUSIVE, AND BLOCKS 45 TO 50, BOTH INCLUSIVE, 59M, <u>399</u> , PELHAM AND BEING PART OF THE PIN	
Address	HAIST ROAD FONTHILL	

Applicant(s)

Name	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company
Address for Service	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0

I, Dave Augustyn, Mayor and Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

The Municipality/applicant applies for an entry inhibiting any dealing with the property until the following : See schedule attached. The registered owner of the land has agreed not to deal with the land until the specified condition(s) has been complied with.

Schedule:

File Number

Applicant Client File Number : 43029-C

APPLICATION BY MUNICIPALITY FOR INHIBITING ORDER
(under subsection 38 (2) of Reg. 690 and section 23 of the *Land Titles Act*)

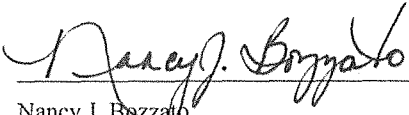
Land Titles Act

To: The Land Registrar for the Land Titles Division of Niagara South (59)
I, Nancy J. Bozzato, Clerk of The Corporation of the Town of Pelham hereby certify that SCHOUT COMMUNITIES (FONTHILL) INC., the registered owner(s) of Part Lots 2 and 3 Concession 7 and Part Road Allowance between Lots 2 and 3 Concession 7; Township of Pelham, Regional Municipality of Niagara, and being the whole of PIN 64035-0759 (LT), prepared by Donald G. Chambers, an Ontario Land Surveyor, Chambers and Associates Surveying Ltd. dated the 16th day of May, 2013, has not executed and is not under any obligation to execute any transfer of land or transfer of easement or any agreement affecting the title to the said land in favour of The Corporation of the Town of Pelham which has not been registered at the date hereof, except the following:

Transfers and Agreements	Lots and Blocks
Transfer for Parkland purposes	Block 49
Transfer of Stormwater Management purposes	Block 50
Easement for Sanitary Sewer	Part Lot 14, Parts 5 & 6 preliminary 59R-Plan
Stormwater, sewer and stormwater management facility	Lots 11 to 44, Blocks 46 to 48 Parts 1-5 and 7-40 on preliminary 59R-Plan

AND as to the lots and blocks mentioned above, I HEREBY REQUEST you to issue an order or make an entry under section 23 of the *Land Titles Act* inhibiting any dealing with those lots and blocks until the instruments mentioned above have been registered.

Dated the 18th day of June, 2013.



Nancy J. Bozzato
Clerk of The Corporation of the Town of Pelham

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Weiland Heights Subdivision C. Subdivision Agreement (the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2013.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties		
PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	LOTS 1 TO 44, BOTH INCLUSIVE, AND BLOCKS 45 TO 50, BOTH INCLUSIVE, 59M- <u>319</u> , PELHAM AND BEING PART OF THE PIN	
Address	HAIST ROAD FONTHILL	

Applicant(s)	
The notice is based on or affects a valid and existing estate, right, interest or equity in land.	
Name	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company
Address for Service	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0

I, Dave Augustyn, Mayor and Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
Name	SCHOUT COMMUNITIES (FONTHILL) INC. Acting as a company	Registered Owner
Address for Service	45 Reinhart Place Petersburg, Ontario N0B 2H0	

Statements
This notice is for an indeterminate period
Schedule: Subdivision agreement to be uploaded by Daniel and Partners, prior to registration.
The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no. B. INHIBITING ORDER

File Number
Applicant Client File Number : 43029-C

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Weiland Heights Subdivision D. Transfer of Blocks 49 and 50 to Town of Pelham ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2023.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Dave Augustyn
Per: Dave Augustyn, Mayor

Nancy J. Bozzato
Per: Nancy J. Bozzato, Clerk

Properties					
PIN	64035 - 0759	LT	Interest/Estate	Fee Simple	<input checked="" type="checkbox"/> Split
Description	BLOCK 49 AND BLOCK 50, 59M-399; PELHAM				
Address	HAIST ROAD FONTHILL				

Consideration	
Consideration	\$ 1.00

Transferor(s)	
The transferor(s) hereby transfers the land to the transferee(s).	
Name	SCHOUT COMMUNITIES (FONTHILL) INC. Acting as a company
Address for Service	45 Reinhart Place Petersburg, Ontario N0B 2H0
I, MICHAEL SCHOUT, president, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Transferee(s)	Capacity	Share
Name	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company	Registered Owner
Address for Service	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0	

Statements
Schedule: Block 49 for Parkland purposes and Block 50 for Stormwater Management purposes.
This document is being registered pursuant to Inhibiting Order B. INHIBITING ORDER
The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no. B. INHIBITING ORDER

Calculated Taxes	
Provincial Land Transfer Tax	\$0.00

File Number	
Transferee Client File Number :	43029-C

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0759 BLOCK 49 AND BLOCK 50, 59M-399; PELHAM

BY: SCHOUT COMMUNITIES (FONTHILL) INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. DAVE AUGUSTYN, MAYOR AND NANCY J. BOZZATO, CLERK

- I am
- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - ☐ (c) A transferee named in the above-described conveyance;
 - ☐ (d) The authorized agent or solicitor acting in this transaction for ____ described in paragraph(s) () above.
 - ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
 - ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of ____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:		
(a) Monies paid or to be paid in cash		1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)		0.00
(ii) Given Back to Vendor		0.00
(c) Property transferred in exchange (detail below)		0.00
(d) Fair market value of the land(s)		0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject		0.00
(f) Other valuable consideration subject to land transfer tax (detail below)		0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))		1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property		0.00
(i) Other considerations for transaction not included in (g) or (h) above		0.00
(j) Total consideration		1.00

4. Explanation for nominal considerations:

g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: Block 49 for Parkland purposes and Block 50 for Stormwater Management purposes pursuant to subdivision agreement.

5. The land is not subject to an encumbrance

PROPERTY Information Record

- A. Nature of Instrument: Transfer
LRO 59 Registration No. Date:
- B. Property(s): PIN 64035 - 0759 Address HAIST ROAD Assessment -
FONTHILL Roll No
- C. Address for Service: Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0
- D. (i) Last Conveyance(s): PIN 64035 - 0759 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

Properties		
PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	BLOCK 49 AND BLOCK 50, 59M- <u>399</u> ; PELHAM	
Address	HAIST ROAD FONTHILL	

Document to be Discharged		
Registration No.	Date	Type of Instrument
SX368993	2012-10-30	Charge/Mortgage
New TD mortgage to be registered.		

Discharging Party(s)	
This discharge complies with the Planning Act. This discharge discharges the charge.	
Name	TD CANADA TRUST Acting as a company
Address for Service	381 King Street West Kitchener, ON N2G 1B8

I, _____, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

Statements
Schedule: New Mortgage yet to be registered

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Weiland Heights Subdivision F. Sanitary Sewer Easement over Part Lot 14 ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2013.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN 64035 - 0759 LT Interest/Estate Easement ☒ Add Easement
Description PART LOT 14, 59M-³⁹⁹ DESIGNATED AS PARTS 5 AND 6, 59R-_____
 PELHAM
 THIS IS AN EASEMENT IN GROSS.
Address HAIST ROAD
 FONTHILL

Consideration

Consideration \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name SCHOUT COMMUNITIES (FONTHILL) INC.
 Acting as a company
Address for Service 45 Reinhart Place
 Petersburg, Ontario
 N0B 2H0

I, MICHAEL SCHOUT, president, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name	THE CORPORATION OF THE TOWN OF PELHAM	
	Acting as a company	
Address for Service	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0	

Statements

Schedule: See Schedules

The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no. B. INHIBITING ORDER

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferee Client File Number : 43029-C

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0759 PART LOT 14, 59M-397 DESIGNATED AS PARTS 5 AND 6, 59R-_____
PELHAM
THIS IS AN EASEMENT IN GROSS.

BY: SCHOUT COMMUNITIES (FONTHILL) INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM % (all PINs)

1. DAVE AUGUSTYN, MAYOR AND NANCY J. BOZZATO, CLERK

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for ____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of ____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1.00

4. Explanation for nominal considerations:
g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: Transfer of easement pursuant to subdivision agreement

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument:	Transfer Easement		
	LRO 59	Registration No.	Date:
B. Property(s):	PIN 64035 - 0759	Address HAIST ROAD	Assessment -
		FONTHILL	Roll No
C. Address for Service:	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0		
D. (i) Last Conveyance(s):	PIN 64035 - 0759 Registration No.		
(ii) Legal Description for Property Conveyed :	Same as in last conveyance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not known <input type="checkbox"/>		

Sanitary Sewer Easement

THIS IS AN EASEMENT IN GROSS

This Schedule forms part of the Transfer of Easement under the Land Registration Reform Act, R.S.O. 1990, c. L.4.

The Transfer of Easement and the Schedule(s) thereto are collectively called "this Transfer".

ADDITIONAL PROVISIONS

THE SAID TRANSFEROR hereby grants, conveys and transfers unto the Transferee, its successors and assigns, forever, the free and unobstructed right, license, liberty, interest, privilege and easement in perpetuity on, over, under and through the servient tenement thereafter called the "easement"), for the purpose of constructing, installing, keeping, operating, maintaining, inspecting, patrolling, altering, moving, replacing, reconstructing, enlarging, and repairing municipal Sanitary Sewer and other works and appurtenances or accessories thereto whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto, or incidental to the exercise and enjoyment of the rights hereby created and transferred over the easement.

THE AFORESAID RIGHTS, privileges and easement are herein granted on the following terms and conditions which are mutually covenanted and agreed to by and between the Transferor and the Transferee.

THE TRANSFEROR for itself, its successors and assigns, covenants and agrees with the Transferee, its successors and assigns, to remove from and keep the easement free and clear of any fences, buildings, structures, or obstructions unless any of the foregoing are approved in writing by the Transferee.

THE TRANSFEROR, for itself, its successors and assigns, further covenants and agrees with the Transferee, its successors and assigns to use the easement only in a manner and for purposes not inconsistent with the exercise of the rights created by this easement, and without limiting the generality of the foregoing, only as a lawn, farm operation, garden flower bed, roadway, driveway, parking area or walkway, none of which shall be paved with a hard concrete surface, nor shall the Transferor deposit excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, under, over or through the easement, any pit, well, foundation, pavement, swimming pool or other structure or installation, unless any of the foregoing are approved in writing by the Transferee.

THE TRANSFEROR for itself, its successors and assigns, further covenants and agrees with the Transferee, its successors and assigns not to deposit on or remove any fill from the easement and not to do or suffer to be done any other thing which mayor might injure or damage any of the works of the Transferee located thereon.

THE TRANSFEROR covenants and agrees that the Transferee shall have quiet possession of the said rights herein transferred and that said rights and privileges hereby granted shall be enjoyed by the Transferee free from any encumbrance, interference, interruption or obstruction of any nature and to that end the Transferor shall maintain the lands free from any other license, use permit, easement, right of way, or similar encumbrance, whether such encumbrance relates to the surface or above or below the ground unless such license, use permit, easement, right of way, or other similar encumbrance, is permitted hereby or has been approved in writing by the Transferee.

THE TRANSFEE, by acceptance and registration of this document, covenants and agrees with the Transferor, that the Transferee shall be responsible for any damage, caused by its servants, agents or employees to the crops or property of the Transferor, and that within a reasonable period after completion of the construction and installation of its works hereunder on the easement and from time to time thereafter, it shall as soon as reasonably possible, weather and soil conditions permitting and insofar as is practicable to do so, replace at its own cost any soil, turf or asphalt removed in connection with any of the work above referred to and shall repair any damage caused by its operations, to any of the Transferor's property lying adjacent to the said easement.

THE TRANSFEROR covenants with the Transferee that the Transferor has the right to convey the said

easement to the Transferee notwithstanding any act of the said Transferor.

THE TRANSFEROR, for itself, its successors and assigns, hereby further covenants that the Transferee shall have access to the easement, in common with the Transferor and all others entitled thereto, over, along and across the easement.

THE TRANSFEROR covenants with the Transferee that the Transferor will execute such further assurances of the said easement in respect of this Transfer as may be requisite.

THE TRANSFEROR covenants with the Transferee that if it shall appear that on the date hereof that the Transferor is not the sole owner of the easement, this Instrument shall nonetheless bind the Transferor to the full extent of its interest herein and if the Transferor shall later acquire a greater or the entire interest, this Instrument shall likewise extend to such after acquired interest.

THE TRANSFEROR covenants and agrees with the Transferee that the burden of the obligations, covenants, and agreements herein contained shall run with the easement hereinbefore described and the benefit of this Instrument and all covenants contained herein shall run with all other lands and interests in land owned, occupied or used by the Transferee, its successors and assigns, for the purpose of operating and maintaining the storm sewer works system of the Transferee.

NEITHER THIS document nor anything herein contained shall affect or prejudice the Transferee's statutory rights to acquire the easement or any other portion or portions of the land of the Transferor, which rights the Transferee may exercise in its discretion.

THE TRANSFEROR releases to the Transferee all the Transferor's claims upon the estate herein conveyed. THIS

INSTRUMENT shall be read with such changes in number and gender as the circumstances may require.

THE OBLIGATIONS, covenants, and agreements herein contained shall bind the parties hereto, and their respective successors and assigns.

ACKNOWLEDGEMENT AND DIRECTION

TO: Calum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: G. Postponement of new TD mortgage to Sanitary Sewer
Weiland Heights Subdivision Easement over Lot 14 (the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

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- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2013.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM
Per: Dave Augustyn, Mayor
Per: Nancy J. Bozzato, Clerk

Properties		
PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	PART LOT 14, 59M ³⁹² DESIGNATED AS PARTS 5 AND 6, 59R-_____	
	PELHAM	
	THIS IS AN EASEMENT IN GROSS.	
Address	HAIST ROAD	
	FONTHILL	

Source Instruments		
Registration No.	Date	Type of Instrument
31000313	20121030	Charge/Mortgage
TD mortgage to be registered		

Party From(s)	
Name	TD CANADA TRUST
	Acting as a company
Address for Service	381 King Street West
	Kitchener, ON N2G 1B8
I, _____, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Party To(s)		Capacity	Share
Name	THE CORPORATION OF THE TOWN OF PELHAM		
	Acting as a company		
Address for Service	Town of Pelham		
	20 Pelham Town Square		
	P.O. Box 400		
	Fonthill, ON L0S 1E0		

Statements	
The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number F. SANITARY ESMT OVER LOT 14	
Schedule: New Mortgage to be registered	

File Number	
Party To Client File Number :	43029-A

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Weiland Heights Subdivision H. Easement for Stormwater, sewer and Stormwater management facility (the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2013.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties

PIN	64035 - 0759 LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	PART LOT 11, 59M- 399 ³⁷⁷ , BEING PART 1, 59R-____; PART LOT 12, 59M- 399 ³⁷⁷ , BEING PART 2, 59R-____; PART LOT 13, 59M- 399 ³⁷⁷ , BEING PART 3, 59R-____; PART LOT 14, 59M- 399 ³⁷⁷ , BEING PARTS 4 AND 5, 59R-____; PART LOT 15, 59M- 399 ³⁷⁷ , BEING PART 7, 59R-____; PART LOT 16, 59M- 399 ³⁷⁷ , BEING PART 8, 59R-____; PART LOT 17, 59M- 399 ³⁷⁷ , BEING PART 9, 59R-____; PART LOT 18, 59M- 399 ³⁷⁷ , BEING PART 10, 59R-____; PART LOT 19, 59M- 399 ³⁷⁷ , BEING PART 11, 59R-____; PART LOT 20, 59M- 399 ³⁷⁷ , BEING PART 12, 59R-____; PART LOT 21, 59M- 399 ³⁷⁷ , BEING PART 13, 59R-____; PART LOT 22, 59M- 399 ³⁷⁷ , BEING PART 14, 59R-____; PART LOT 23, 59M- 399 ³⁷⁷ , BEING PART 15, 59R-____; PART LOT 24, 59M- 399 ³⁷⁷ , BEING PART 16, 59R-____; PART LOT 25, 59M- 399 ³⁷⁷ , BEING PART 17, 59R-____; PART LOT 26, 59M- 399 ³⁷⁷ , BEING PART 18, 59R-____; PART LOT 27, 59M- 399 ³⁷⁷ , BEING PART 19, 59R-____; PART LOT 28, 59M- 399 ³⁷⁷ , BEING PART 20, 59R-____; PART LOT 29, 59M- 399 ³⁷⁷ , BEING PART 21, 59R-____; PART LOT 30, 59M- 399 ³⁷⁷ , BEING PART 22, 59R-____; PART LOT 31, 59M- 399 ³⁷⁷ , BEING PART 23, 59R-____; PART LOT 32, 59M- 399 ³⁷⁷ , BEING PART 24, 59R-____; PART LOT 33, 59M- 399 ³⁷⁷ , BEING PART 25, 59R-____; PART LOT 34, 59M- 399 ³⁷⁷ , BEING PART 26, 59R-____; PART LOT 35, 59M- 399 ³⁷⁷ , BEING PART 27, 59R-____; PART LOT 36, 59M- 399 ³⁷⁷ , BEING PART 28, 59R-____; PART LOT 37, 59M- 399 ³⁷⁷ , BEING PART 29, 59R-____; PART LOT 38, 59M- 399 ³⁷⁷ , BEING PART 30, 59R-____; PART LOT 39, 59M- 399 ³⁷⁷ , BEING PART 31, 59R-____; PART LOT 40, 59M- 399 ³⁷⁷ , BEING PART 32, 59R-____; PART LOT 41, 59M- 399 ³⁷⁷ , BEING PART 33, 59R-____; PART LOT 42, 59M- 399 ³⁷⁷ , BEING PART 34, 59R-____; PART LOT 43, 59M- 399 ³⁷⁷ , BEING PART 35, 59R-____; PART LOT 44, 59M- 399 ³⁷⁷ , BEING PART 36, 59R-____; PART BLOCK 46, 59M- 399 ³⁷⁷ , BEING PART 37, 59R-____; PART BLOCK 47, 59M- 399 ³⁷⁷ , BEING PART 38, 59R-____; PART BLOCK 48, 59M- 399 ³⁷⁷ , BEING PART 39, 59R-____; PART BLOCK 49, 59M- 399 ³⁷⁷ , BEING PART 40, 59R-____; THIS IS AN EASEMENT IN GROSS			
Address	HAIST ROAD FONTHILL			

Consideration

Consideration \$ 1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name SCHOUT COMMUNITIES (FONTHILL) INC.
Acting as a company
Address for Service 45 Reinhart Place
Petersburg, Ontario
N0B 2H0

I, MICHAEL SCHOUT, president, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name THE CORPORATION OF THE TOWN OF PELHAM
Acting as a company
Address for Service Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0

Statements

Schedule:

The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no.
B. INHIBITING ORDER

Calculated Taxes

Provincial Land Transfer Tax	\$0.00
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File Number

Transferor Client File Number :	43029
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LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64035 - 0759 PART LOT 11, 59M-377, BEING PART 1, 59R-____; PART LOT 12, 59M-377, BEING PART 2, 59R-____; PART LOT 13, 59M-377, BEING PART 3, 59R-____; PART LOT 14, 59M-377, BEING PARTS 4 AND 5, 59R-____; PART LOT 15, 59M-377, BEING PART 7, 59R-____; PART LOT 16, 59M-377, BEING PART 8, 59R-____; PART LOT 17, 59M-377, BEING PART 9, 59R-____; PART LOT 18, 59M-377, BEING PART 10, 59R-____; PART LOT 19, 59M-377, BEING PART 11, 59R-____; PART LOT 20, 59M-377, BEING PART 12, 59R-____; PART LOT 21, 59M-377, BEING PART 13, 59R-____; PART LOT 22, 59M-377, BEING PART 14, 59R-____; PART LOT 23, 59M-377, BEING PART 15, 59R-____; PART LOT 24, 59M-377, BEING PART 16, 59R-____; PART LOT 25, 59M-377, BEING PART 17, 59R-____; PART LOT 26, 59M-377, BEING PART 18, 59R-____; PART LOT 27, 59M-377, BEING PART 19, 59R-____; PART LOT 28, 59M-377, BEING PART 20, 59R-____; PART LOT 29, 59M-377, BEING PART 21, 59R-____; PART LOT 30, 59M-377, BEING PART 22, 59R-____; PART LOT 31, 59M-377, BEING PART 23, 59R-____; PART LOT 32, 59M-377, BEING PART 24, 59R-____; PART LOT 33, 59M-377, BEING PART 25, 59R-____; PART LOT 34, 59M-377, BEING PART 26, 59R-____; PART LOT 35, 59M-377, BEING PART 27, 59R-____; PART LOT 36, 59M-377, BEING PART 28, 59R-____; PART LOT 37, 59M-377, BEING PART 29, 59R-____; PART LOT 38, 59M-377, BEING PART 30, 59R-____; PART LOT 39, 59M-377, BEING PART 31, 59R-____; PART LOT 40, 59M-377, BEING PART 32, 59R-____; PART LOT 41, 59M-377, BEING PART 33, 59R-____; PART LOT 42, 59M-377, BEING PART 34, 59R-____; PART LOT 43, 59M-377, BEING PART 35, 59R-____; PART LOT 44, 59M-377, BEING PART 36, 59R-____; PART BLOCK 46, 59M-377, BEING PART 37, 59R-____; PART BLOCK 47, 59M-377, BEING PART 38, 59R-____; PART BLOCK 48, 59M-377, BEING PART 39, 59R-____; PART BLOCK 49, 59M-377, BEING PART 40, 59R-____; THIS IS AN EASEMENT IN GROSS

BY: SCHOUT COMMUNITIES (FONTHILL) INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM %(all PINs)

1. DAVE AUGUSTYN, MAYOR AND NANCY J. BOZZATO, CLERK

- I am
- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - ☐ (c) A transferee named in the above-described conveyance;
 - ☐ (d) The authorized agent or solicitor acting in this transaction for ____ described in paragraph(s) () above.
 - ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) (c) above.
 - ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of ____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:		
(a) Monies paid or to be paid in cash		1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)		0.00
(ii) Given Back to Vendor		0.00
(c) Property transferred in exchange (detail below)		0.00
(d) Fair market value of the land(s)		0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject		0.00
(f) Other valuable consideration subject to land transfer tax (detail below)		0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))		1.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property		0.00
(i) Other considerations for transaction not included in (g) or (h) above		0.00
(j) Total consideration		1.00

4. Explanation for nominal considerations:
g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: Transfer of easement pursuant to subdivision agreement

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 59 Registration No. Date:

LAND TRANSFER TAX STATEMENTS

B. Property(s):	PIN 64035 - 0759	Address HAIST ROAD FONTHILL	Assessment Roll No	-
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C. Address for Service: Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, ON L0S 1E0

D. (i) Last Conveyance(s): PIN 64035 - 0759 Registration No.

(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

SCHEDULE
CONDITIONS OF EASEMENT

1. The Transferor grants to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's lands, the free, uninterrupted and unobstructed temporary right and easement to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain for stormwater management purposes and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto, in, on, under and through the servient lands (called "the Easement Lands") for the servants, agents, contractors and workmen of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyment of the easement hereby granted.
2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris, and restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto.
3. The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the Easement Lands clear of all buildings, structures, fences, brush, trees, driveways, pavement and other obstructions as may be necessary for the use of the easement and the Transferor shall not excavate, alter the grading, drill or install thereon any pit, well, foundation or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.
4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment constructed and/or installed by the Transferee shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the Easement Lands.
5. The Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.
6. The Transferee will release the easement at such time as the lands are connected to and serviced by the permanent East Fenwick Stormwater Management Facility. At that time the Transferee will release the easement as being surplus to the needs of the Town of Pelham, subject to the Developer paying all costs and disbursements incurred in regards to such release.
7. This is an Easement in Gross

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: I. Postponement of new TD mortgage to Stormwater
Weiland Heights Subdivision Management Facility Easement ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2013.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Clerk

Properties		
PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	PART LOT 11, 59M-377, BEING PART 1, 59R-____; PART LOT 12, 59M-377, BEING PART 2, 59R-____; PART LOT 13, 59M-377, BEING PART 3, 59R-____; PART LOT 14, 59M-377, BEING PARTS 4 AND 5, 59R-____; PART LOT 15, 59M-377, BEING PART 7, 59R-____; PART LOT 16, 59M-377, BEING PART 8, 59R-____; PART LOT 17, 59M-377, BEING PART 9, 59R-____; PART LOT 18, 59M-377, BEING PART 10, 59R-____; PART LOT 19, 59M-377, BEING PART 11, 59R-____; PART LOT 20, 59M-377, BEING PART 12, 59R-____; PART LOT 21, 59M-377, BEING PART 13, 59R-____; PART LOT 22, 59M-377, BEING PART 14, 59R-____; PART LOT 23, 59M-377, BEING PART 15, 59R-____; PART LOT 24, 59M-377, BEING PART 16, 59R-____; PART LOT 25, 59M-377, BEING PART 17, 59R-____; PART LOT 26, 59M-377, BEING PART 18, 59R-____; PART LOT 27, 59M-377, BEING PART 19, 59R-____; PART LOT 28, 59M-377, BEING PART 20, 59R-____; PART LOT 29, 59M-377, BEING PART 21, 59R-____; PART LOT 30, 59M-377, BEING PART 22, 59R-____; PART LOT 31, 59M-377, BEING PART 23, 59R-____; PART LOT 32, 59M-377, BEING PART 24, 59R-____; PART LOT 33, 59M-377, BEING PART 25, 59R-____; PART LOT 34, 59M-377, BEING PART 26, 59R-____; PART LOT 35, 59M-377, BEING PART 27, 59R-____; PART LOT 36, 59M-377, BEING PART 28, 59R-____; PART LOT 37, 59M-377, BEING PART 29, 59R-____; PART LOT 38, 59M-377, BEING PART 30, 59R-____; PART LOT 39, 59M-377, BEING PART 31, 59R-____; PART LOT 40, 59M-377, BEING PART 32, 59R-____; PART LOT 41, 59M-377, BEING PART 33, 59R-____; PART LOT 42, 59M-377, BEING PART 34, 59R-____; PART LOT 43, 59M-377, BEING PART 35, 59R-____; PART LOT 44, 59M-377, BEING PART 36, 59R-____; PART BLOCK 46, 59M-377, BEING PART 37, 59R-____; PART BLOCK 47, 59M-377, BEING PART 38, 59R-____; PART BLOCK 48, 59M-377, BEING PART 39, 59R-____; PART BLOCK 49, 59M-377, BEING PART 40, 59R-____; AND BEING PART OF THE PIN	
Address	HAIST ROAD FONTHILL	

Source Instruments		
Registration No.	Date	Type of Instrument
20130613	2012-10-30	Charge/Mortgage
New TD mortgage to be registered		

Party From(s)	
---------------	--

Name	TD CANADA TRUST Acting as a company
Address for Service	381 King Street West Kitchener, ON N2G 1B8

I, _____, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)		Capacity	Share
Name	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company		
Address for Service	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0		

This document has not been submitted and may be incomplete.

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number H.
STORMWATER MGMT EASE

File Number

Party From Client File Number : 42039-C

Properties

PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	LOTS 1 TO 44, BOTH INCLUSIVE AND BLOCKS 45 TO 48, BOTH INCLUSIVE 59M- <u>399</u> TOWN OF PELHAM	
Address	HAIST ROAD FONTHILL	

Applicant(s)

Name	SCHOUT COMMUNITIES (FONTHILL) INC. Acting as a company
Address for Service	45 Reinhart Place Petersburg, Ontario N0B 2H0

I, MICHAEL SCHOUT, president, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

The Corporation of the Town of Pelham, has consented to the registration of this document, subject to the continuance of registration no.
B. INHIBITING ORDER

File Number

Applicant Client File Number : 43029-C

BUILDING RESTRICTIONS

- (a) "OWNER" means and includes also a grantee, transferee or buyer and the heirs, successors and assigns of the Owner.
- (b) "LAND" means and includes the land intended to be sold, conveyed or transferred by such instrument.

The Owner shall, in respect of the herein described land, adhere to and comply with the Lot Grading Plan attached to the Subdivision Agreement registered in the Land Titles Office for Niagara South and, in particular, shall do nothing to interfere with or impede the drainage patterns shown thereon or the intended operation and function of rear yard infiltration trenches or front yard infiltrating pits as the case may be. The Owner covenants and agrees that rainwater downspout connections to infiltration trenches or pits shall not be disconnected or blocked in any manner whatsoever. All grade elevation shown on the said Lot Grading Plan shall be maintained after construction of any Building or structure upon the herein described land in accordance with the Town's Lot Grading Control Policy. In the event that the Owner fails to maintain such elevations, or to maintain the proper grades and levels herein referred to, or in the event that the Owner impedes any drainage system or pattern on the herein described Lands or neighbouring lands, the Owner shall be responsible for the immediate rectification and alteration of the land to conform with the drainage system or patterns laid out in the Subdivision Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

No one shall interfere with the drainage swales, infiltration trenches or surface drainage pattern on a Lot or block without explicit written permission from the Director of Public Works, Town of Pelham. All swales are for stormwater drainage management purposes and it shall be the responsibility of the Owner to maintain the drainage across the lot or block in accordance with the approved grading plan. Infiltration trenches are critical stormwater management controls within the Lot or block in accordance with approved plans and shall not be modified in any manner without the express written approval of the Director of Public Works and Utilities, Town of Pelham. Should the Town find it necessary to enter upon the Lands to undertake any inspection of or any Works with regard to any drainage or stormwater management works, the Town shall have such rights as are prescribed by the Subdivision Agreement dated the 31st day of June, 2013 and registered the 2nd day of July, 2013, particularly Section 9.

The Owner shall, in the event of requiring a different driveway entrance from that installed by the Vendor, relocate services/utilities at Owner's expense, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the

land herein described. He shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the Lot line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Subdivision are constructed.

The Owner shall, within nine (9) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, pave or cause to be paved the driveway upon the Lot.

Paving shall consist of a hard surface such as asphalt, concrete, paving stones, paving bricks or other similar materials. Crushed brick is not a suitable alternative.

The Owner shall, within twelve (12) months of being able to occupy the home in accordance with the *Ontario Building Code* and to the satisfaction of the Chief Building Official, sod the Lot.

The Owner shall maintain the road allowance between the Lot line and the curb nearest thereto in good condition and free from weeds and shall cut the grass thereon at frequent intervals.

The Owner will not remove any topsoil or strip the Lot of vegetation prior to commencing construction of a home on the Lot. Only then will the Owner strip and excavate to the limit approved by the Town.

The Owner shall not occupy the dwelling on the Lot concerned until the Chief Building Official for the Town has certified that such of the following services, as are applicable to the property, have been installed and are operating adequately to serve the dwelling, or in the case of telephone services, are at least available to houses within the Plan: hydro, gas, water services, sanitary sewers and telephone.

The Owner shall not impede by the placing of fill, Buildings or other structures or Works any natural watercourse, swale, ditch, etc. which exists on the property.

The Owner shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

The Owner shall not erect any free standing tower, radio antenna, communication tower or similar structure.

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Weiland Heights Subdivision CC. TD Postponement to Subdivision Agreement ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

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- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 18th day of June, 2013.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Dave Augustyn
Per: Dave Augustyn, Mayor

Nancy J. Bozzuto
Per: Nancy J. Bozzuto, Clerk

Properties		
PIN	64035 - 0759 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	LOTS 1 TO 44, BOTH INCLUSIVE, AND BLOCKS 45 TO 50, BOTH INCLUSIVE, 59M- <u>379</u> , PELHAM AND BEING PART OF THE PIN	
Address	HAIST ROAD FONTHILL	

Source Instruments		
Registration No.	Date	Type of Instrument
XXXXXX	XXXXXXXX	Charge/Mortgage
New TD Mortgage to be registered.		

Party From(s)	
Name	TD CANADA TRUST Acting as a company
Address for Service	381 King Street West Kitchener, ON N2G 1B8
I, _____, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Party To(s)	Capacity	Share
Name	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company	
Address for Service	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0	

Statements
The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number C. SUBDIVISION AGREEMENT

File Number
Party From Client File Number : 67471
Party To Client File Number : '43029-C

Properties

PIN

64035 - 0759 LT

☒ Affects Part of Prop

Description

LOTS 1 TO 44, BOTH INCLUSIVE, AND BLOCKS 45 TO 50, BOTH INCLUSIVE,
59M-377, PELHAM AND BEING PART OF THE PIN

Address

HAIST ROAD
FONTHILL

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name

THE CORPORATION OF THE TOWN OF PELHAM

Address for Service

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

I, Dave Augustyn, Mayor and Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
<div><div>Name</div><div>SCHOUT COMMUNITIES (FONTHILL) INC.</div></div> <div><div>Address for Service</div><div>45 Reinhart Place Petersburg, Ontario N0B 2H0</div></div>	Registered Owner	

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Callum Shedden

39 Queen St. P.O. Box 24022
St. Catharines
L2R 7P7

acting for
Applicant(s)

Signed

2013 06 18

Tel

9056881125

Fax

9056885725

I have the authority to sign and register the document on behalf of the Applicant(s).

Glenn Russell Ludwig

300 Victoria St. N.
Kitchener
N2H 6R9

acting for Party
To(s)

Signed

2013 06 18

Tel

519-576-0460

Fax

519-576-3234

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP

300 Victoria St. N.
Kitchener
N2H 6R9

2013 06 18

Tel

519-576-0460

Fax

519-576-3234

The applicant(s) hereby applies to the Land Registrar.

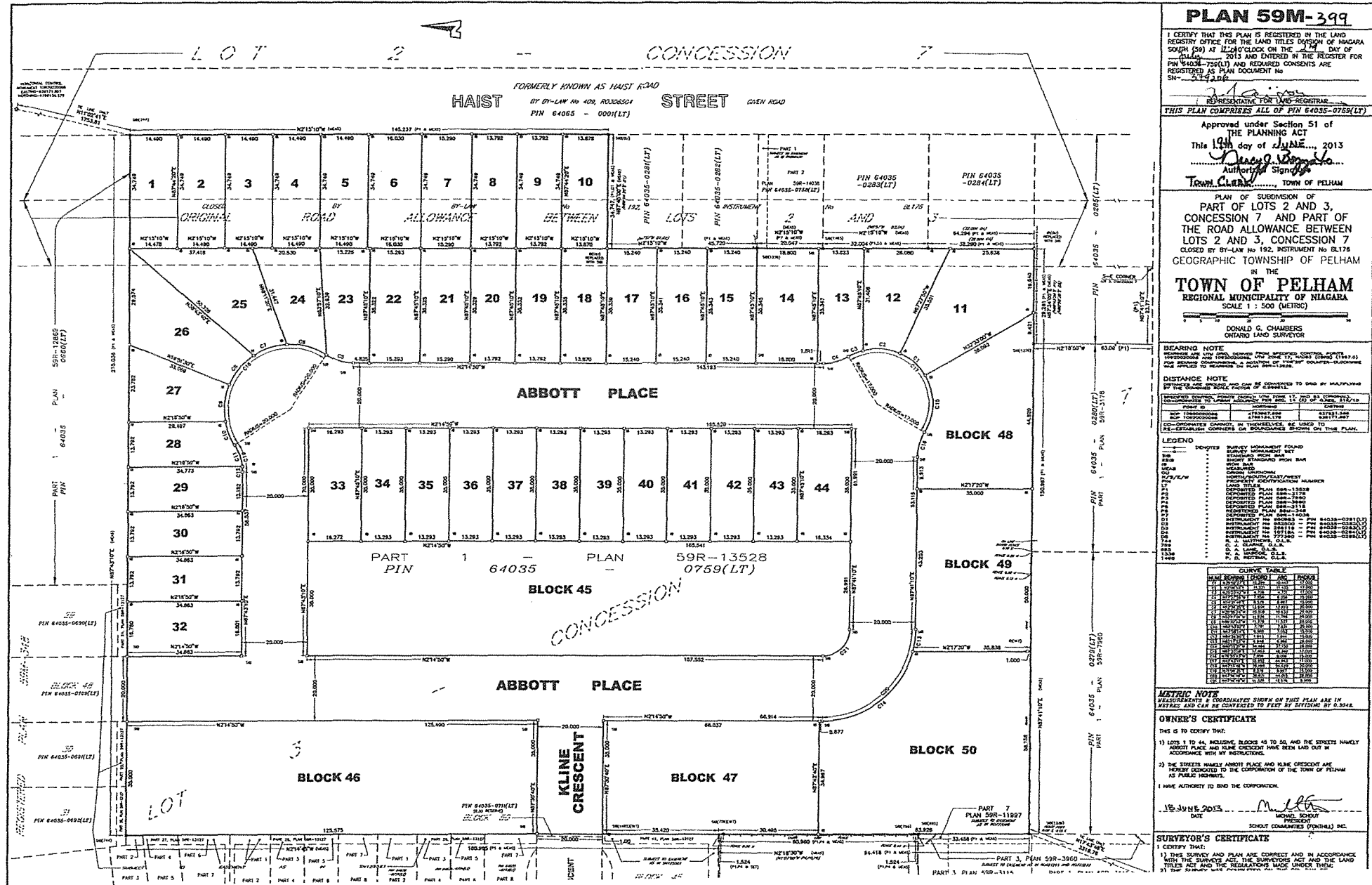
Fees/Taxes/Payment

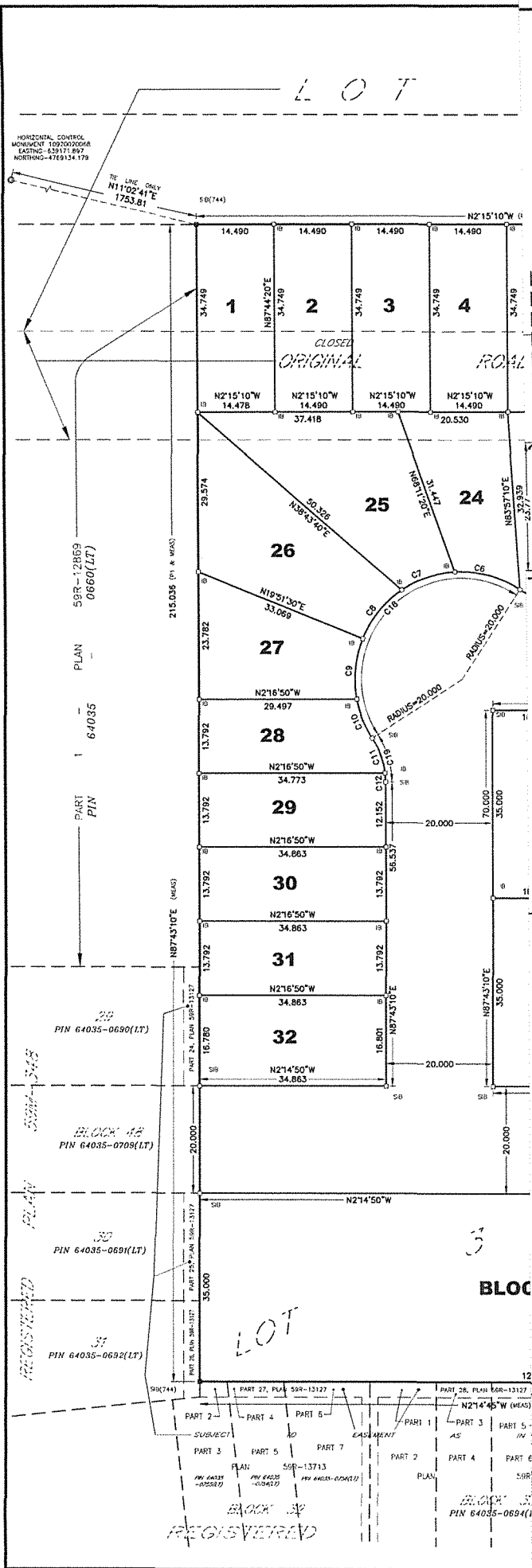
Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :	43029-C
Party To Client File Number :	67471

59M399





PLAN 59M-

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND
REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF NIAGARA
SOUTH (59) AT _____ O'CLOCK ON THE _____ DAY OF
_____, 2013 AND ENTERED IN THE REGISTER FOR
PIN 64035-759(LT) AND REQUIRED CONSENTS ARE
REGISTERED AS PLAN DOCUMENT No
SN-

REPRESENTATIVE FOR LAND REGISTRAR

THIS PLAN COMPRISES ALL OF PIN 64035-0759(LT)

Approved under Section 51 of
THE PLANNING ACT
This _____ day of _____, 2013
Donald G. Chambers
Authorized Signature
_____, TOWN OF PELHAM

PLAN OF SUBDIVISION OF
PART OF LOTS 2 AND 3,
CONCESSION 7 AND PART OF
THE ROAD ALLOWANCE BETWEEN
LOTS 2 AND 3, CONCESSION 7
CLOSED BY BY-LAW No 192, INSTRUMENT No BL176
GEOGRAPHIC TOWNSHIP OF PELHAM

IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1 : 500 (METRIC)

DONALD G. CHAMBERS
ONTARIO LAND SURVEYOR

BEARING NOTE

BEARINGS ARE UTM GRID, DERIVED FROM SPECIFIED CONTROL POINTS
1096000000 AND 1096000000, UTM ZONE 17, NAD83 (GRS) (1987.0)
FOR BEARING COMPARISONS, A ROTATION OF 1°08'20" COUNTER-CLOCKWISE
WAS APPLIED TO BEARINGS ON PLAN 59M-13528.

DISTANCE NOTE

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING
BY THE COMBINED SCALE FACTOR OF 0.999812.

SPECIFIED CONTROL POINTS (SCP): UTM ZONE 17, NAD 83 (ORIGINAL)
CO-ORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.E.D. 216/10

POINT ID NORTHING EASTING
SCP 10920020005 4763887.959 837621.285
SCP 10920020006 4768134.179 839171.897

CO-ORDINATES CANNOT, IN THEMSELVES, BE USED TO
RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

--- DENOTES SURVEY MONUMENT FOUND
--- SURVEY MONUMENT SET
SIB STANDARD IRON BAR
SIBB SHORT STANDARD IRON BAR
IB IRON BAR
MEAS MEASURED
OU ORIGIN UNKNOWN
N/S/E/W NORTH/SOUTH/EAST/WEST
PIN PROPERTY IDENTIFICATION NUMBER
LT LAND TITLES
P1 DEPOSITED PLAN 59M-13528
P2 DEPOSITED PLAN 59M-3178
P3 DEPOSITED PLAN 59M-7860
P4 DEPOSITED PLAN 59M-3980
P5 DEPOSITED PLAN 59M-3115
P6 REGISTERED PLAN 59M-348
P7 DEPOSITED PLAN 59M-14038
D1 INSTRUMENT No 650883 - PIN 64035-0281(LT)
D2 INSTRUMENT No 652500 - PIN 64035-0282(LT)
D3 INSTRUMENT No 698116 - PIN 64035-0283(LT)
D4 INSTRUMENT No 10718A - PIN 64035-0284(LT)
D5 INSTRUMENT No 777380 - PIN 64035-0285(LT)
C J. CLARKE, O.L.S.
W. A. MASCOE, O.L.S.
D. A. LANE, O.L.S.
P. D. REITSMAN, O.L.S.

CURVE TABLE

NUM	BEARING	CHORD	ARC	RADIUS
C1	N87°02'21"E	10.224	10.441	17.000
C2	N2°09'53"E	11.221	11.435	17.000
C3	N2°03'42"W	4.206	4.271	17.000
C4	N7°17'25"W	7.929	8.026	15.000
C5	N7°17'49"E	8.575	8.697	15.000
C6	N1°19'25"E	12.624	12.823	20.000
C7	N2°09'24"W	10.500	10.633	20.000
C8	N3°17'01"W	11.828	11.996	20.000
C9	N6°02'23"W	13.338	13.532	20.000
C10	N6°54'02"E	7.781	7.831	20.000
C11	N6°58'14"E	6.988	7.023	15.000
C12	N6°02'23"E	11.443	11.644	15.000
C13	N8°57'23"W	6.848	6.866	20.000
C14	N10°15'21"W	34.484	34.652	20.000
C15	N8°57'06"E	11.461	11.540	17.000
C16	N18°52'43"W	7.950	8.026	15.000
C17	N17°15'11"E	32.257	32.484	15.000
C18	N4°17'48"W	39.180	39.520	20.000
C19	N7°15'55"E	8.575	8.697	15.000
C20	N4°18'45"W	33.821	34.205	20.000
C21	N4°18'45"W	11.322	11.570	8.000

METRIC NOTE

MEASUREMENTS & COORDINATES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

- LOTS 1 TO 44, INCLUSIVE, BLOCKS 45 TO 50, AND THE STREETS NAMED
ABBOTT PLACE AND KLINE CRESCENT HAVE BEEN LAID OUT IN
ACCORDANCE WITH MY INSTRUCTIONS.
- THE STREETS NAMED ABBOTT PLACE AND KLINE CRESCENT ARE
HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF PELHAM
AS PUBLIC HIGHWAYS.

I HAVE AUTHORITY TO BIND THE CORPORATION.

DATE _____
MICHAEL SCHOUT
PRESIDENT
SCHOUT COMMUNITIES (FONTHILL) INC.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND
TITLES ACT AND THE REGULATIONS MADE UNDER THEM;
- THE SURVEY WAS COMPLETED ON THE 9TH DAY OF
MAY, 2013.

16 MAY 2013
DATE _____
DONALD G. CHAMBERS, B. Sc., O.L.S.

CHAMBERS AND ASSOCIATES
SURVEYING LTD

12 THOROLD ROAD EAST
WELLAND, ONTARIO
L3C 3T2

(905) 735-7841 / 735-7844
FAX (905) 735-7333
www.ceal-surveying.com

DRAWN BY: D.H.T. VSCAD: 04086-4 CWD: 04086-4_MP_MAY 10-13 FILE NO: 04-86-4

Properties

PIN	64035 - 0789 LT
Description	LOT 11, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0790 LT
Description	LOT 12, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0791 LT
Description	LOT 13, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0792 LT
Description	LOT 14, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0793 LT
Description	LOT 15, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0794 LT
Description	LOT 16, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0795 LT
Description	LOT 17, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0796 LT
Description	LOT 18, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0797 LT
Description	LOT 19, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0798 LT
Description	LOT 20, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0799 LT
Description	LOT 21, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0800 LT
Description	LOT 22, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0801 LT
Description	LOT 23, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0802 LT
Description	LOT 24, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0803 LT
Description	LOT 25, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL

Properties

PIN	64035 - 0804 LT
Description	LOT 26, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0805 LT
Description	LOT 27, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0806 LT
Description	LOT 28, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0807 LT
Description	LOT 29, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0808 LT
Description	LOT 30, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0809 LT
Description	LOT 31, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0810 LT
Description	LOT 32, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0811 LT
Description	LOT 33, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0812 LT
Description	LOT 34, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0813 LT
Description	LOT 35, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0814 LT
Description	LOT 36, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0815 LT
Description	LOT 37, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0816 LT
Description	LOT 38, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0817 LT
Description	LOT 39, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL
PIN	64035 - 0818 LT
Description	LOT 40, PLAN 59M399; TOWN OF PELHAM
Address	FONTHILL

Properties

<i>PIN</i>	64035 - 0819 LT
<i>Description</i>	LOT 41, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0820 LT
<i>Description</i>	LOT 42, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0821 LT
<i>Description</i>	LOT 43, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0822 LT
<i>Description</i>	LOT 44, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0823 LT
<i>Description</i>	BLOCK 45, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0824 LT
<i>Description</i>	BLOCK 46, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0825 LT
<i>Description</i>	BLOCK 47, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0826 LT
<i>Description</i>	BLOCK 48, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0827 LT
<i>Description</i>	BLOCK 49, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL
<i>PIN</i>	64035 - 0828 LT
<i>Description</i>	BLOCK 50, PLAN 59M399; TOWN OF PELHAM
<i>Address</i>	FONTHILL

Applicant(s)

<i>Name</i>	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company
<i>Address for Service</i>	Town of Pelham 20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0

I, Dave Augustyn, Mayor and Nancy J. Bozzato, Clerk, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

The Municipality/applicant applies for an entry inhibiting any dealing with the property until the following : See schedule attached. The registered owner of the land has agreed not to deal with the land until the specified condition(s) has been complied with.

Schedule: See Schedules

File Number

Applicant Client File Number : 43029-C

APPLICATION BY MUNICIPALITY FOR INHIBITING ORDER
(under subsection 38 (2) of Reg. 690 and section 23 of the *Land Titles Act*)

Land Titles Act

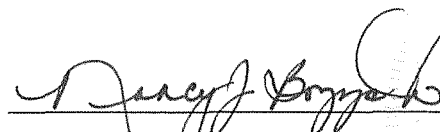
To: The Land Registrar for the Land Titles Division of Niagara South (59)

I, Nancy J. Bozzato, Clerk of The Corporation of the Town of Pelham hereby certify that SCHOUT COMMUNITIES (FONTHILL) INC., the registered owner(s) of Lots 1 to 44 inclusive and Blocks 45 to 50, 59M-399, Township of Pelham, Regional Municipality of Niagara, prepared by Donald G. Chambers, an Ontario Land Surveyor, Chambers and Associates Surveying Ltd. dated the 16th day of May, 2013, has not executed and is not under any obligation to execute any transfer of land or transfer of easement or any agreement affecting the title to the said land in favour of The Corporation of the Town of Pelham which has not been registered at the date hereof, except the following:

Transfers and Agreements	Lots and Blocks
Transfer for Parkland purposes	Block 49
Transfer of Stormwater Management purposes	Block 50
Easement for Sanitary Sewer	Part Lot 14, Parts 5 & 6 preliminary 59R-Plan
Stormwater, sewer and stormwater management facility	Lots 11 to 44, Blocks 46 to 48 Parts 1-5 and 7-40 on preliminary 59R-Plan
Discharge of existing mortgage SN360913	Lots 1 to 44, block 45 to 50

AND as to the lots and blocks mentioned above, I HEREBY REQUEST you to issue an order or make an entry under section 23 of the *Land Titles Act* inhibiting any dealing with those lots and blocks until the instruments mentioned above have been registered.

Dated the 5th day of July, 2013.



Nancy J. Bozzato

Clerk of The Corporation of the Town of Pelham