

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW #342 (1976)

Being a by-law to authorize the Mayor
and Clerk to execute a subdivider's
agreement for Fuller Estates.

WHEREAS Council deems it desirable to enter into a
subdivider's agreement for Fuller Estates Subdivision;

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

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

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
19th. DAY OF July, 1976.


MAYOR


CLERK

THIS INDENTURE MADE IN TRIPLICATE THIS 7th DAY OF September, 1976, A.D.

BETWEEN:

LANDCO DEVELOPMENTS LIMITED LTD

Hereinafter called the "Owner"

OF THE FIRST PART,

- and -

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter called the "Town"

OF THE SECOND PART.

1. DEFINITIONS in this agreement:

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

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

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

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

The Owner covenants and agrees:

- (a) to register this agreement against every lot and parcel of land within "The Plan" at the same time as "The Plan" is registered, and
- (b) to register "The Plan" in the Registry Office for the Registry Division of Niagara South, Land Titles Section within one (1) month after approval of "The Plan" is granted by the Minister.

con't.....

3. TRANSFERS TO TOWN FOR MUNICIPAL PURPOSES:

The Owner will:

- (a) pay to the Town the sum of \$16,000.00 in lieu of conveying 5% of the land to the Town pursuant to Section 35 (5) of the Planning Act;
- (b) by certificate on the plan document, dedicate to the Town the road allowance
- (c) grant by way of easement to the Town, over Block "A", as shown on the plan.

4. ENGINEERING SERVICES AND INSPECTION:

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

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

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

- (i) that he has been engaged by the Owner to supervise the work
- (ii) that the work will be done in accordance with the contract drawings and specifications and all other provisions of this agreement
- (iii) that all phases of the work are subject to the approval of the Town Engineer, and
- (iv) that he will provide the Town Engineer prior to the acceptance of the works by the Town Engineer on behalf of the Town, with a complete set of linen tracings or approved duplicates suitable for making reproductions of the works as constructed pursuant to this agreement, as well as detailed design engineering data. These items shall be in the following form:
 - (1) tracings shall be plan-profile linen 24" x 42" sheets and ink lettering,
 - (2) title block (5" x 3") to be placed in lower right-hand corner and shall indicate nature of work, location, limits and scales,
 - (3) a complete copy of design details of storm and sanitary sewer layouts which said design details shall be based on design formula provided by the Town Engineer,

con't.....

- (4) plan-profiles shall be fully detailed and where reference is made to other construction drawings, specific reference to those drawing numbers shall be made.
- (5) horizontal ties shall be made to property lines.
- (6) levels shall be to datum and all field surveys shall be tied into Geodetic Bench Marks.
- (v) that he understands that any Contractor employed by the Owner, shall as a condition of such employment, be approved by the Town Engineer.

5. INSPECTION BY TOWN ENGINEER:

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

6. INSPECTOR'S FEES:

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

7. ENGINEERING, ADMINISTRATION AND INSPECTION COSTS:

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

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

8. REGIONAL INSPECTION:

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

9. CONSTRUCTION OF SERVICES:

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

10. CONTRACTORS:

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

con't.....

11. PERFORMANCE BOND:

The Owner will be required to obtain from his contractors, performance bonds guaranteeing all of the construction required by the Town and the bond shall include maintenance for twelve (12) months after acceptance by the Town of all such construction. Bonds shall be in the amount of 50% of construction value of all municipal services, except hydro electric distribution plant and street lights.

12. MATERIALS:

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

13. STRIPPING TOPSOIL:

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

14. STRIPPING AND TREE REMOVAL:

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

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

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

15. ROUGH GRADING ROADS:

The Owner agrees to rough grade all roads connected with the development of the land to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and other ground systems as may be required. The Owner further agrees to keep boulevards and easements clear and free of all material and obstructions which might interfere with the construction of telephone, gas, water and hydro installations.

16. CLEANING SEWERS AFTER ROAD CONSTRUCTION:

Upon completion of paving of roads, the Town shall, if required, at
con't.....

the expenses of the Owner, clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto.

17. STORM SEWER:

The Owner shall be responsible for determining and providing at his expense, a proper storm sewer outlet for the ultimate drainage area for the future servicing of the area as shown on the engineering drawing.

18. LOCAL IMPROVEMENT CHARGES:

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

19. EXPANSION AND RENEWAL FUND:

The Owner shall pay the Town the sum of Fifteen Hundred Dollars (\$1,500) per gross acre for a total acreage of 11.169 acres being Sixteen Thousand, Seven Hundred and Fifty-Three Dollars and Fifty Cents (\$16,753.50) for purpose of expanding and renewing services within the Town limits.

20. SURFACE DRAINAGE PLAN:

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

21. NATURAL DRAINS:

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

22. HYDRO:

The Owner shall pay the whole cost of street lighting to be installed by the Fonthill Hydro Electric Commission. The said work is to be carried out in accordance with Schedule "G" attached hereto, and prior to the final approval of the proposed subdivision plan, the Owner shall deposit with the Treasurer, an amount estimated to cover the cost thereof.

The Owner shall have the option of designing its own power distribution system, calling the tenders, and letting the contract for said works, subject to approval of all engineering design layouts by the Fonthill Hydro Electric Commission.

con't.....

23. REPLACING UTILITIES, ETC.:

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

24. LIABILITY INSURANCE:

Before commencing any of the work provided for herein, the Owner shall supply the Town with a Liability Insurance Policy (with no exclusions) in a form satisfactory to the Town, and in an amount not less than Five Hundred Thousand Dollars (\$500,000), indemnifying the Town until the issue of the certificate referred to in Paragraph 30, from any loss arising from claims for damage, injury or otherwise in connection with the work done by the Owner, its employees, servants or agents, or any independent contractor to serve the lands described in Schedule "A" attached hereto. The Owner shall submit to the Town, evidence from the Insurer that the premium for the said policy has been paid for a period of one (1) year and so on from year to year during the currency of the work provided for herein.

25. RESTAKING LOTS ON THE PLAN:

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

26. DEFINITION OF PRIMARY AND SECONDARY SERVICES:

(a) Primary Services -

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

(b) Secondary Services -

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

27. CASH DEPOSIT & LETTERS OF CREDIT:

The Owner will be required to deposit cash equal to the sum of:

con't.....

- (a) the expansion and renewal impost (\$16,753.50)
- (b) the inspection and administration fees as set out in clause 6 (\$3,000.00)
- (c) Letter of credit for the cost of power and lighting installations, unless other satisfactory arrangements have been made with Fonthill Hydro Electric Commission (\$15,282.00)
- (d) letter of credit as hereinafter set out for secondary services (\$30,000.00)
- (e) the cost of Brock Street improvement (\$8,000.00)
- (f) 5% in cash for parks purposes (\$16,000.00)
- (g) local improvement charges for outstanding sewer charges (\$4,324.64)
- (h) street signs, as set out in Schedule "H" (\$200.00)
- (i) share of cost for Regional storm sewer (\$14,400.00)

28. RETURN OF PORTION OF DEPOSIT:

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

29. MAINTENANCE:

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

30. MAINTENANCE AND ONE (1) YEAR GUARANTEE:

Upon compliance with the terms of this agreement, and upon completion of all the said work in accordance with the specifications and direction of and to the satisfaction of the Town Engineer, and upon payment of
con't.....

all financial requirements herein, the Town Engineer under authority of resolution of Council, shall at the expiration of the maintenance period, upon written application by the Owner, issue a certificate so stating to the Owner. Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

31. TAXES:

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

32. MINISTRY OF NATURAL RESOURCES APPROVAL:

The Town agrees that at the request of the Owner, it will join with him to make the necessary applications to the Ministry of Natural Resources for approval of the Plans. The Owner agrees that development of Lots 9 to 14 inclusive, is subject to the plans acceptable to the Town and the Niagara Peninsula Conservation Authority, that indicate location of all buildings and structures, existing and final grades, and vegetation.

33. LEGAL COSTS:

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

34. BUILDING PERMITS AND OCCUPANCY:

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

(b) The Owner agrees to insert a clause in all sale contracts and deeds, to the effect that no person shall be permitted to occupy the dwelling on the lot concerned until the Building Inspector for the Town has certified by letter that such of the following services are applicable to the property have been installed and are operating adequately to serve the dwelling; or in the case of telephone service, are at least available to houses within the Plan:

- (a) hydro
- (b) gas
- (c) telephone

(c) At such time as all primary services are available and operational to Lots 1-4 inclusive, and Lot 22, occupancy building permits for these lots will be made available by the Town, provided appropriate zoning and building criteria are met.

con't.....

35. INDEMNIFICATION:

The Owner hereby agrees and undertakes to save harmless and keep indemnified the Town, its successors and assigns from and against all manner of actions or claims for loss, costs, charges, damages, injuries, expenses or otherwise, arising before the issue of the Certificate referred to in paragraph 30 hereof, in connection with the work required to be done herein by the Owner, his or its contractors, servants or agents.

36. SCHEDULES:

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

37. COVENANTS TO RUN WITH LAND:

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

38. PAYMENT FOR IMPROVEMENTS TO EXISTING ROADS:

(a) Some of the land described in Schedule "M" attached hereto, abuts the existing travelled road allowance of Brock Street. The Owner shall be required to pay to the Town in cash Eight Thousand Dollars (\$8,000.00) being a portion of the cost of improvements to Brock Street.

39. RECOMMENDATION TO THE MINISTER:

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, by affixing their respective Corporate Seals duly attested by the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

- In the presence of -

) THE CORPORATION OF THE TOWN OF PELHAM

)

)

) MAYOR

)

)

) CLERK

)

) LANDCO DEVELOPMENTS LIMITED

)

)

JACK G. BERKHOUT - PRESIDENT

SCHEDULE

"A"

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

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the County of Welland and being composed of Part of Block F according to Registered Plan 25 for the former Village of Fonthill and premising that the northerly limit of Registered Plan 35 has an astronomic bearing of N 89° 25' 30" E and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at the north-westerly angle of Lot 2, Registered Plan 35 for the Village of Fonthill;

THENCE N 89° 25' 30" E along the northerly limit of said Plan 300.00 feet to the north-easterly angle of Lot 3 according to said Plan 35;

THENCE S 0° 59' 30" E along the easterly limit of said Lot 3, 271.36 feet to the south-easterly angle thereof;

THENCE N 89° 25' 30" E along the northerly limit of said Plan 35, 297.21 feet to the north-easterly angle of Lot 5, according to said Plan 35;

THENCE N 0° 57' W along the westerly limit of Registered Plan 32 for the former Village of Fonthill, 406.08 feet to the north-westerly angle of Lot 10, according to said Plan 32;

THENCE N 89° 27' 30" E along the northerly limit of said Plan 32, 362.15 feet more or less to a line drawn parallel to the westerly limit of South Pelham Street and distant westerly 300.0 feet measured perpendicularly therefrom;

THENCE N 0° 48' W along said parallel line 490.64 feet to a standard iron bar planted at its intersection with the southerly limit of Brock Street according to Registered Plan 29 for the former Village of Fonthill;

THENCE S 88° 07' W along the said southerly limit of Brock Street 528.08 feet to a standard iron bar planted at its intersection with the easterly limit of lands previously conveyed to the former Village of Fonthill by Registered Instrument No. 769;

THENCE S 1° 56' E along the easterly limit of said lands 310.1 feet to the fence along the southerly limit of said lands;

THENCE S 88° 08' W along said southerly limit 438.26 feet to a standard iron bar planted at its intersection with the westerly limit of Block F according to said Registered Plan 25;

THENCE S 0° 58' E along said westerly limit of Block F, 293.15 feet more or less to the point of commencement.

AND CONTAINING by admeasurement an area of 11.169 acres be the same more or less.

SCHEDULE

" B "

TRANSFER TO THE TOWN FOR PUBLIC PURPOSES

OTHER THAN ROADS

Easement over Block "A", for the passage of emergency vehicles, as more particularly spelled out in Schedule "N".

SCHEDULE

"C"

ROADWAYS

(a) PAVEMENT -

The road shall be designed in accordance with the C.G.R.A. publication "A Guide to the Standard Design of Flexible and Rigid Pavements in Canada." Pavements shall be designed for ADT = 1000 vehicles and an anticipated life of 20 years.

(b) CROSS-SECTION -

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

(c) SUB-SURFACE DRAINAGE -

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

(d) DRIVEWAY ENTRANCES -

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

(e) DUST CONTROL -

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

(ii) The 7-foot wide roadside shoulders shall be treated with a D.H.O. prime and double surface treatment in accordance with the specifications of the Ministry of Transportation & Communications, and to the satisfaction of the Works Superintendent of the Town of Pelham.

SCHEDULE

" D "

SANITARY SEWERS

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

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

The pipe sizes selected shall have sufficient capacity to serve the ultimate drainage area in which the subdivision is located and as designed or approved by the Town Engineer.

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

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

PRIVATE DRAIN CONNECTIONS -

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

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

Domestic waste from any building constructed on any lot shall be discharged into the sanitary sewer system through a drain connected to the sanitary sewer lateral servicing such lot. Roof water, foundation and weeping tile sub-surface water from any building constructed on any lot shall not be discharged into the sanitary sewer.

SPECIFICATIONS -

The sewer system will comply with the engineering contract drawings on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

CONTRIBUTION TO EXISTING SEWER -

The Owner agrees to pay to the Town the sum of Four Thousand, Three Hundred Twenty Four Dollars and Sixty Four Cents (\$4,324.64) towards the cost of sanitary sewers on Brock Street, which were constructed by the Town.

SCHEDULE

" E "

STORM SEWERS & SURFACE DRAINAGE

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

It is acknowledged that certain lands within this subdivision are not provided with a proper storm outlet. The Town of Pelham will not be liable for any flooding that may result.

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

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

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

SPECIFICATIONS -

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by C. J. Clarke & Associates and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

PAYMENT FOR REGIONAL STORM SEWER - REGIONAL ROADS #36 AND #63 -

The Owner, the Town, and the Regional Municipality of Niagara, agrees to share in the cost of construction of a storm sewer on Regional Roads #36 and #63 as required by this development, in accordance with the following cost sharing arrangement.

- (a) The Owner of Fuller Estates - 33.4% of total cost of project
 - (b) The Town of Pelham ----- 31.4% of total cost of project
 - (c) The Regional Municipality of
Niagara ----- 35.2% of total cost of project
- 100.0%

The total estimated cost of construction is \$43,000.00. When actual costs are known, each party shall contribute, in the exact amount according to the above cost sharing arrangement.

Based on the above cost sharing arrangement, and estimated costs of the said construction, the Owner shall deposit with the Town, the sum of Fourteen Thousand, Four Hundred Dollars (\$14,400.00). The Town shall forward this amount to the Regional Municipality of Niagara on demand.

con't.....

BROCK STREET STORM SEWER -

The Owner shall construct, at its own expense, a storm sewer pipe along Brock Street, from a projection northerly from the outlet on Petronella Parkway to Regional Road #36, in accordance with engineering drawings signed, approved and accepted by the Town Engineer.

The Town shall contribute to the cost on a unit basis according to the accepted tender for the said construction, of four (4) catch basins, and four (4) storm sewer laterals.

SCHEDULE

" F "

WATERMAINS

The Owner shall construct a complete watermain system or systems and all necessary appurtenances, including hydrants, and house water service connections from the watermain to the street line. The design shall be as approved by the Town Engineer and constructed in accordance with his specifications. Connection to the existing watermain system at the cost of the Owner, shall be made at such point in such system, as is designated by the Town Engineer. All watermains shall be a minimum of six (6) inches in diameter or in the opinion of the Town Engineer, a sufficient size to service the subdivision and structures therein.

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

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

SPECIFICATIONS -

The watermains will be constructed in accordance with the engineering contract drawings on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE

" G "

STREET LIGHTING

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

The Owner shall have the option of designing its own power distribution system, subject to the approval of said design by the Fonthill Hydro Electric Commission.

Underground street wiring and wiring to the lots and houses shall be mandatory on all lots on Petronella Parkway.

SCHEDULE

" H "

STREET SIGNS

The Owner shall deposit Two Hundred Dollars (\$200.00) for street signs within the development, towards the cost of supply and erection of the street signs by the Town. The actual cost of supply and erection of the signs shall be borne by the Owner. The signs shall conform to the present Town standard street sign being used by the Town.

SCHEDULE

" I "

TELEPHONE EASEMENTS

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

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

SPECIFICATIONS -

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

SCHEDULE

" J "

TREES AND SEEDING

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

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

Trees to be planted in locations as determined by the Works Committee and of the types as specified below.

After completion of the curb, a minimum of two (2") inches of topsoil shall be applied from the curb to the property lines. It is the intention that the grass seed be permitted where satisfactory catch can be attained. Certain areas of extreme erosion, such as swales and steep banks (3:1 slope or steeper) must be sodded using No. 1 quality sod, staked or unstaked as required.

Grass seed as specified below shall be applied at the rate as prescribed in the following specifications:

SPECIFICATIONS -

Grass Seed Mixture and Rate of Application -

1. Grass seed shall be made up of the following varieties:
 - 45% Blue Grass - Kentucky
 - 30% Creeping Red Fescue
 - 25% Perennial Rye Grass
2. Seeds shall be of best quality and shall be approved by the Engineer. They shall be delivered on the job in their original sealed packages bearing the brand name.
3. Only seeds harvested during the preceding season will be accepted.
4. Seed mixtures shall be uniformly sown at a rate of 4.5 pounds per 1,000 square feet. The area sown shall be sprinkled with water to produce a penetration of one inch and maintained in a damp condition until the grass is 1½ inches high.

SPECIFICATIONS -

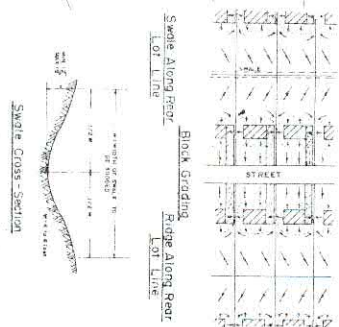
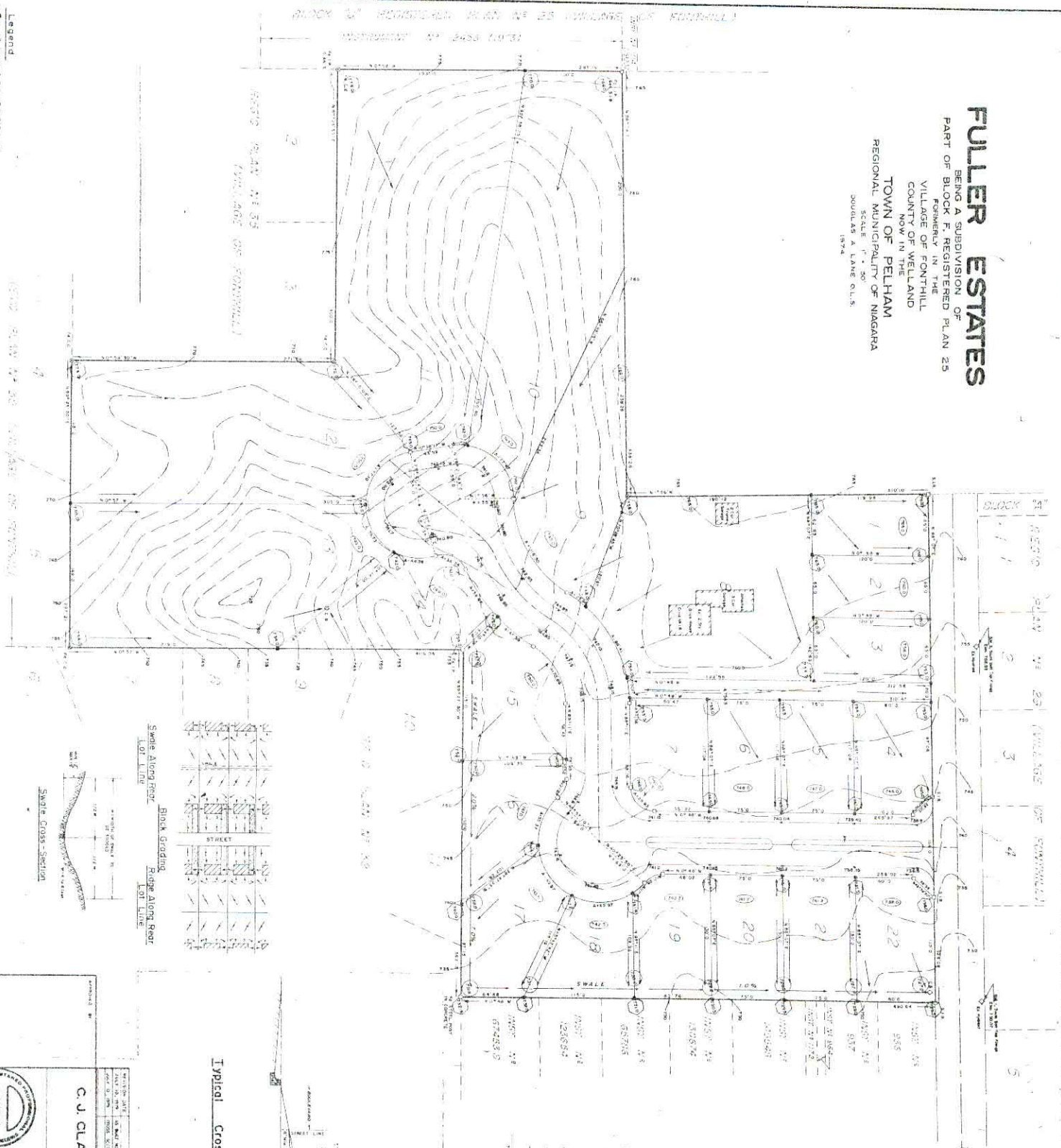
Number and Type of Trees -

1. Norway Maple, Mountain Ash, Locusts and Flowering Crab 8 to 10 feet in height and shall be sound, healthy, vigorous and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

There shall be one tree per lot and two trees per sideyard flankage. Proposals for other species will be reviewed by the Town upon request.

FULLER ESTATES
BEING A SUBDIVISION OF
PART OF BLOCK F, REGISTERED PLAN 25
FORMERLY IN THE
VILLAGE OF FORTNELL
COUNTY OF WELLAND
NOW IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1" = 20'
DOUGLAS A. LANE O.L.S.
1974

- Legend**
- 1. Proposed road, easement or driveway
 - 2. Proposed water course
 - 3. Proposed sewer or storm sewer
 - 4. Proposed utility easement
 - 5. Proposed lot line
 - 6. Proposed boundary line
 - 7. Proposed easement
 - 8. Proposed right-of-way
 - 9. Proposed boundary line
 - 10. Proposed boundary line
 - 11. Proposed boundary line
 - 12. Proposed boundary line
 - 13. Proposed boundary line
 - 14. Proposed boundary line
 - 15. Proposed boundary line
 - 16. Proposed boundary line
 - 17. Proposed boundary line
 - 18. Proposed boundary line
 - 19. Proposed boundary line
 - 20. Proposed boundary line
 - 21. Proposed boundary line
 - 22. Proposed boundary line
 - 23. Proposed boundary line
 - 24. Proposed boundary line
 - 25. Proposed boundary line
 - 26. Proposed boundary line
 - 27. Proposed boundary line
 - 28. Proposed boundary line
 - 29. Proposed boundary line
 - 30. Proposed boundary line
 - 31. Proposed boundary line
 - 32. Proposed boundary line
 - 33. Proposed boundary line
 - 34. Proposed boundary line
 - 35. Proposed boundary line
 - 36. Proposed boundary line
 - 37. Proposed boundary line
 - 38. Proposed boundary line
 - 39. Proposed boundary line
 - 40. Proposed boundary line
 - 41. Proposed boundary line
 - 42. Proposed boundary line
 - 43. Proposed boundary line
 - 44. Proposed boundary line
 - 45. Proposed boundary line
 - 46. Proposed boundary line
 - 47. Proposed boundary line
 - 48. Proposed boundary line
 - 49. Proposed boundary line
 - 50. Proposed boundary line
 - 51. Proposed boundary line
 - 52. Proposed boundary line
 - 53. Proposed boundary line
 - 54. Proposed boundary line
 - 55. Proposed boundary line
 - 56. Proposed boundary line
 - 57. Proposed boundary line
 - 58. Proposed boundary line
 - 59. Proposed boundary line
 - 60. Proposed boundary line
 - 61. Proposed boundary line
 - 62. Proposed boundary line
 - 63. Proposed boundary line
 - 64. Proposed boundary line
 - 65. Proposed boundary line
 - 66. Proposed boundary line
 - 67. Proposed boundary line
 - 68. Proposed boundary line
 - 69. Proposed boundary line
 - 70. Proposed boundary line
 - 71. Proposed boundary line
 - 72. Proposed boundary line
 - 73. Proposed boundary line
 - 74. Proposed boundary line
 - 75. Proposed boundary line
 - 76. Proposed boundary line
 - 77. Proposed boundary line
 - 78. Proposed boundary line
 - 79. Proposed boundary line
 - 80. Proposed boundary line
 - 81. Proposed boundary line
 - 82. Proposed boundary line
 - 83. Proposed boundary line
 - 84. Proposed boundary line
 - 85. Proposed boundary line
 - 86. Proposed boundary line
 - 87. Proposed boundary line
 - 88. Proposed boundary line
 - 89. Proposed boundary line
 - 90. Proposed boundary line
 - 91. Proposed boundary line
 - 92. Proposed boundary line
 - 93. Proposed boundary line
 - 94. Proposed boundary line
 - 95. Proposed boundary line
 - 96. Proposed boundary line
 - 97. Proposed boundary line
 - 98. Proposed boundary line
 - 99. Proposed boundary line
 - 100. Proposed boundary line



- NOTES**
- 1. Proposed road, easement or driveway
 - 2. Proposed water course
 - 3. Proposed sewer or storm sewer
 - 4. Proposed utility easement
 - 5. Proposed lot line
 - 6. Proposed boundary line
 - 7. Proposed easement
 - 8. Proposed right-of-way
 - 9. Proposed boundary line
 - 10. Proposed boundary line
 - 11. Proposed boundary line
 - 12. Proposed boundary line
 - 13. Proposed boundary line
 - 14. Proposed boundary line
 - 15. Proposed boundary line
 - 16. Proposed boundary line
 - 17. Proposed boundary line
 - 18. Proposed boundary line
 - 19. Proposed boundary line
 - 20. Proposed boundary line
 - 21. Proposed boundary line
 - 22. Proposed boundary line
 - 23. Proposed boundary line
 - 24. Proposed boundary line
 - 25. Proposed boundary line
 - 26. Proposed boundary line
 - 27. Proposed boundary line
 - 28. Proposed boundary line
 - 29. Proposed boundary line
 - 30. Proposed boundary line
 - 31. Proposed boundary line
 - 32. Proposed boundary line
 - 33. Proposed boundary line
 - 34. Proposed boundary line
 - 35. Proposed boundary line
 - 36. Proposed boundary line
 - 37. Proposed boundary line
 - 38. Proposed boundary line
 - 39. Proposed boundary line
 - 40. Proposed boundary line
 - 41. Proposed boundary line
 - 42. Proposed boundary line
 - 43. Proposed boundary line
 - 44. Proposed boundary line
 - 45. Proposed boundary line
 - 46. Proposed boundary line
 - 47. Proposed boundary line
 - 48. Proposed boundary line
 - 49. Proposed boundary line
 - 50. Proposed boundary line
 - 51. Proposed boundary line
 - 52. Proposed boundary line
 - 53. Proposed boundary line
 - 54. Proposed boundary line
 - 55. Proposed boundary line
 - 56. Proposed boundary line
 - 57. Proposed boundary line
 - 58. Proposed boundary line
 - 59. Proposed boundary line
 - 60. Proposed boundary line
 - 61. Proposed boundary line
 - 62. Proposed boundary line
 - 63. Proposed boundary line
 - 64. Proposed boundary line
 - 65. Proposed boundary line
 - 66. Proposed boundary line
 - 67. Proposed boundary line
 - 68. Proposed boundary line
 - 69. Proposed boundary line
 - 70. Proposed boundary line
 - 71. Proposed boundary line
 - 72. Proposed boundary line
 - 73. Proposed boundary line
 - 74. Proposed boundary line
 - 75. Proposed boundary line
 - 76. Proposed boundary line
 - 77. Proposed boundary line
 - 78. Proposed boundary line
 - 79. Proposed boundary line
 - 80. Proposed boundary line
 - 81. Proposed boundary line
 - 82. Proposed boundary line
 - 83. Proposed boundary line
 - 84. Proposed boundary line
 - 85. Proposed boundary line
 - 86. Proposed boundary line
 - 87. Proposed boundary line
 - 88. Proposed boundary line
 - 89. Proposed boundary line
 - 90. Proposed boundary line
 - 91. Proposed boundary line
 - 92. Proposed boundary line
 - 93. Proposed boundary line
 - 94. Proposed boundary line
 - 95. Proposed boundary line
 - 96. Proposed boundary line
 - 97. Proposed boundary line
 - 98. Proposed boundary line
 - 99. Proposed boundary line
 - 100. Proposed boundary line

C. J. CLARKE & ASSOCIATES ENG. LTD.
12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-21

SCHEDULE

" K "

LOT DRAINAGE PLAN

To be Provided by Owner's Engineer.

SCHEDULE

" L "

MINISTERIAL CONDITIONS

The Owner agrees that it shall itself or comply with or impose as a building restriction in the form of a covenant running with the land, the requirement that lots 9 to 14 inclusively shall be built upon only in accordance with site plans approved by the Town and the Niagara Peninsula Conservation Authority. Such site plans shall indicate the location of all buildings and structures with relation to lot lines, existing and final grades, the type and location of existing vegetation (within reason), and site drainage. No such site plan shall be approved unless a detailed vegetation analysis and conservation plan acceptable to both the Town and the Niagara Peninsula Conservation Authority is undertaken analyzing the existing vegetation and identifying that which is to be retained and describing the means whereby the maximum amount of vegetation is to be conserved on each lot.

SCHEDULE

" M "

BUILDING RESTRICTIONS
(TO BE INCLUDED IN ALL DEEDS)

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

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

The Purchaser shall, in respect of the herein described land, adhere to and comply with the lot drainage plan attached to the subdivider's agreement registered in the Registry Office for the Registry Division of Niagara South as No. and in particular shall do nothing to interfere with or impede the drainage patterns shown thereon. In the event that the Purchaser does not maintain the proper grades and levels herein referred to or in the event that he impedes any drainage system or pattern on the herein described lands or neighbouring lands he shall be responsible for the curing of any problems resulting thereto and any costs arising out of same.

It is acknowledged by the Town, that certain lands, and in particular Lot 13, within this subdivision are not provided with a proper storm outlet. The Town of Pelham will not be liable for any flooding which may result.

The Purchaser shall, in the event of requiring a different driveway entrance from that installed by the Vendor, cut and reconstruct the concrete curb where necessary on the roadway adjacent to the land herein described. He shall install, keep and maintain his driveway entrance or entrances from the travelled portion of the roadway to the lot line in good condition until the concrete curbs, or asphalt roadways for the said subdivision are constructed.

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

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

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

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

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

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

SCHEDULE

" N "

EMERGENCY ACCESS

The Owner shall provide an easement, in favour of the Town and appurtenant to Brock Street and Petronella Parkway, twenty (20) feet in width, for emergency access purposes only, in a location as shown on the Plan, adjoining the westerly limits of Lots 4 to 7 inclusive. This easement shall be shown as Block "A" upon the Plan of subdivision, and shall be kept unobstructed and available for use, to its full width and at all times by emergency vehicles. The Owner agrees to grade the lands as required by the Town Engineer. Nothing herein contained shall prohibit the use of said lands as a driveway to serve Lot 8 on the Plan, provided only that such driveway, insofar as it traverses the easement, shall be kept free and clear of parked vehicles.

The Owner further agrees to plant a minimum of twelve (12) trees 8 to 10 feet in height and in such locations, as specified by the Town, along the easterly limits of the said easement, adjoining Lots 4 to 7 inclusive, and, along the westerly limit of the said easement adjoining Lot 3.