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SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 177, Geographic Township of Thorold and Block 53, Plan 59M-235 and Block 13, Plan 59M-322 in the Town of Pelham.

The described lands being all of PIN 64072-0748 (LT).

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. Block 14, Plan 59M - ____ shall be conveyed and merged with Lot 27 Plan 59M-235.
5. Part __, Plan 59R-____ shall be conveyed and merged with Lot 12 on Mason Drive.

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 15 and 16, inclusive, 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 Suda & Maleszyk Surveying Inc., O.L.S., February 2013.

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 Suda & Maleszyk Surveying Inc., O.L.S., and under File No. 11, as follows:

- (a) Easements in favour of the Town for storm drainage purposes over Lots 1, 3, 4, 6, -11 inclusive, and Block 13, described as Parts 1 to 12, inclusive on Plan 59R-____.

SCHEDULE "F"

SUBDIVISION GRADE CONTROL PLAN

All Lot grading shall be in general conformity with the Subdivision Grading and Siltation Control Plan forming part of the subdivision design, prepared by Upper Canada Consultants dated January 10, 2014, as approved by the Director and attached hereto.

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. 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 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. 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 _____ day of _____, 2014 and registered the _____ day of _____, 2014, 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 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

PRIMARY SERVICES

Watermains and services	\$66,400.00
Storm sewers, services and major drainage swales	\$128,100.00
Sanitary sewers and services	\$67,600.00
Storm and sanitary sewer video inspections (preliminary)	\$4,000.00
Roadways (excluding surface asphalt)	\$114,400.00
General grading	\$31,400.00
Sodding of all major swales	\$28,600.00
Miscellaneous (barricade)	\$0.00
Total for Primary Security Purposes	\$447,900.00

SECONDARY SERVICES

Driveway ramps	\$19,500.00
Storm and sanitary sewer video inspections (final acceptance)	\$4,000.00
Adjustment of catchbasins and placement of curb and gutter	\$2,000.00
Final asphalt	\$37,700.00
Adjustment of appurtenances	\$5,500.00
Concrete sidewalks	\$13,800.00
Grading and sodding boulevards	\$11,100.00
Boulevard trees	\$15,300.00
Street lighting	\$14,000.00
Total for Secondary Security Purposes	\$122,900.00

Sub-Total Subdivision Servicing Cost	\$570,800.00
Contingencies (5%)	29,000.00
Engineering (10%)	57,000.00
Subtotal Servicing, Engineering and Contingency	\$656,800.00
13% HST	\$85,000.00
TOTAL - CONSTRUCTION OF SERVICES	\$741,800.00

20% PRIMARY AND 120% SECONDARY SERVICES	\$308,000.00	(1)
Town Administration Fee	\$31,000.00	(2)
Street and Traffic Signs	\$1,000.00	(3)
Frontending Cost to be Recovered by the Town of Pelham	\$37,072.00	(4)
Cost Recovery for Ryan's Grove Subdivision Developer	\$25,781.00	(5)
Conveyance of Part 1 to Lot 12 (Estimated)	\$5,360.00	(6)

SUMMARY

LETTER OF CREDIT REQUIRED (1)	\$308,000.00
CASH PAYMENT REQUIRED (2) + (3) + (4) + (5) +(6)	\$100,213.00

April 10, 2014

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

**RE: Ryan's Grove Subdivision
Rittenhouse Subdivision Agreement
Town of Pelham purchase from David Robertson and Frances Robertson**

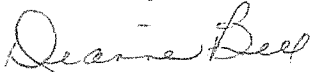
Dear Mr. Shedden

Please find enclosed the following

- ✓1) Ryan's Grove Subdivision Acknowledgement and Direction ^{# 3460}
- 2) Rittenhouse Subdivision Agreement
- 3) Buyer's Closing Certificate for Town of Pelham purchase from Robertson, Part Lot 177 designated as Parts 5 and 6 on 59R-15050

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,



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

Encl.

/db

From the Clerk's Department



**Administrative
Services**

20 Pelham Town Square P.O. Box 400 · Fonthill, ON L0S 1E0 p: 905.892.2607 f: 905.892.5055

pelham.ca

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision ('the transaction')
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

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, Town Clerk

Properties

PIN

64072 - 0748 LT

☒ Redescription

Description

IN THE MATTER OF A PLAN OF SUBDIVISION OF BLK 53, PL 59M235; BLK 13, PL 59M322; SUBJECT TO AN EASEMENT IN GROSS OVER BLK 13, 59M322 AS IN SN306569; PT TWP LT 177 THOROLD; TOWN OF PELHAM, REGIONAL MUNICIPALITY OF NIAGARA AND BEING ALL OF PIN 64072-0748 (LT), PREPARED BY PHILIP S. SUDA, AN ONTARIO LAND SURVEYOR, SUDA & MALESZYK SURVEYING INC. AND DATED MARCH 28, 2014.

Address

FONTHILL

Applicant(s)

Name

U. LUCCHETTA CONSTRUCTION LIMITED
Acting as a company

Address for Service

402 Rice Road
Welland, ON L3C 2V8

I, Robert Lucchetta, 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 Philip S. Suda dated 2014/03/28

All the consents required have been obtained.

Schedule: add Consent of Chargee

Signed By

Anthony D'Amico

190 Division St., PO Box 340
Welland
L3B 5P9

acting for
Applicant(s)

Signed

2014 03 28

Tel

9057324481

Fax

9057322020

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

File Number

Applicant Client File Number : 34954

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision - Subdivision Agreement (Bylaw 3460 (2014)) ('the transaction')
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

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, Town Clerk

Properties		
PIN	64072 - 0748 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	LOTS 1 TO 12, BLOCKS 13 TO 16, 59M- PELHAM	
Address	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, Town 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	U. LUCCHETTA CONSTRUCTION LIMITED Acting as a company	Registered Owner
Address for Service	402 Rice Road Welland, ON L3C 2V8	

Statements
This notice is for an indeterminate period
Schedule: See Schedules Subdivision agreement (Bylaw 3460 (2014) dated January 27, 2014 uploaded here.

File Number	
Applicant Client File Number :	43029-D
Party To Client File Number :	34954

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision Inhibiting Order (the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

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, Town Clerk

Properties

PIN	64072 - 0748 LT	<input checked="" type="checkbox"/> Affects Part of Prop
Description	LOTS 1 TO 12, BLOCKS 13 TO 16, 59M- PELHAM	
Address	FONTHILL	

Applicant(s)

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

I, Dave Augustyn, Mayor and Nancy J. Bozzato, Town 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-D

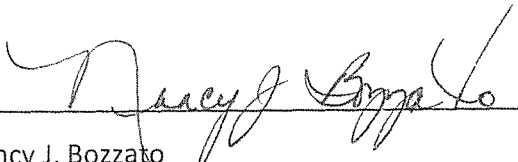
APPLICATION BY MUNICIPALITY FOR INHIBITING ORDER
(under subsection 38 (2) of Reg. 690 and section 23 of the *Land Titles Act*)

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 937776 Ontario Inc., the registered owner(s) of Lots 1 to 12 (inclusive) and Blocks 11 to 16, (inclusive), 59M- _____, Township of Pelham, Regional Municipality of Niagara, prepared by Philip S. Suda, an Ontario Land Surveyor, Suda and Maleszyk Surveying Ltd. dated the March 28, 2014, 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 to owner of Lot 27, 59M-235	Block 14
Transfer 0.3 metre reserve	Blocks 15 and 16
Storm Drainage Easement	Part Lots 1, 3, 4, 6 to 11 & Block 13 Being Parts 1 to 12
Restrictive Covenants	Lots 1 to 12, Blocks 13 to 14
Discharge of Mortgage SN306577 as transferred by SN306586 & SN326800 to Inter-Now Corp.	Blocks 14, 15 & 16
Postponement of Mortgage SN306577 as transferred by SN306586 & SN326800 to Inter-Now Corp.	Part Lots 1, 3, 4, 6 to 11 & Block 13 Being Parts 1 to 12

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 9th day of April, 2014



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: Ryan's Grove Subdivision BLOCKS 15 & 16, PLAN 59M- ; TOWN OF PELHAM ('the transaction')
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM:

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Town Clerk

Properties

PIN 64072 - 0748 LT Interest/Estate Fee Simple ☒ Split
Description BLOCKS 15 & 16, PLAN 59M-____; TOWN OF PELHAM
Address FONTHILL

Consideration

Consideration \$ 1.00

Transferor(s)

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

Name U. LUCCHETTA CONSTRUCTION LIMITED
 Acting as a company

Address for Service 402 Rice Road
 Welland, ON L3C 2V8

I, Robert Lucchetta, 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	P.O. Box 400 20 Pelham Town Square Fonthill, ON L0S 1E0		

Statements

Schedule: Transfer of Blocks 15 and 16 being 0.30 reserves

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

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number : 34954

Transferee Client File Number : 43029-D

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64072 - 0748 BLOCKS 15 & 16, PLAN 59M-____; TOWN OF PELHAM

BY: U. LUCCHETTA CONSTRUCTION LIMITED
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: Transfer for 3.0 metre reserves 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 64072 - 0748 Address Assessment -
FONTHILL Roll No
- C. Address for Service: P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0
- D. (i) Last Conveyance(s): PIN 64072 - 0748 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision Transfer Blocks 14 to BERGERON, JOANNE ('the transaction')
(Insert brief description of transaction) (owner of adjoining Lot 27, Plan 59M235)

This will confirm that:

- I/We have reviewed the information set out in 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/Charger), 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 9th day of April, 2014.

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, Town Clerk

Properties

PIN 64072 - 0748 LT Interest/Estate Fee Simple ☒ Split
Description BLOCK 14, PLAN 59M_____, TOWN OF PELHAM
Address FONTHILL

Consideration

Consideration \$ 1.00

Transferor(s)

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

Name U. LUCCHETTA CONSTRUCTION LIMITED
 Acting as a company
Address for Service 402 Rice Road
 Welland, ONL3C 2V8

I, Robert Lucchetta, 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 BERGERON, JOANNE Acting as an individual	Registered Owner	
Date of Birth 1956 01 24		
Address for Service 11 Tanner Drive Fonthill, Ontario		

Statements

This document is being registered pursuant to Inhibiting Order

The registration of this document is not prohibited by registration .

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number : 34954

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64072 - 0748 BLOCK 14, PLAN 59M_____, TOWN OF PELHAM

BY: U. LUCCHETTA CONSTRUCTION LIMITED
TO: BERGERON, JOANNE Registered Owner %(all PINs)

1. BERGERON, JOANNE

- 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 _____ described in paragraph(s) () 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	0.00
(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))	0.00
(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	0.00

- 4.
- Explanation for nominal considerations:
- s) other: Transfer pursuant to approval of Subdivision Agreement registered as instrument number SN _____

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 64072 - 0748 Address Fonthill Assessment Roll No -
- C. Address for Service: 11 Tanner Drive
Fonthill, Ontario
- D. (i) Last Conveyance(s): PIN 64072 - 0748 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision Storm Drainage Easement ('the transaction')
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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/Charger), 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 South Pelham, this 9th day of April, 2014.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Per: Dave Augustyn, Mayor

Per: Nancy J. Bozzato, Town Clerk

This document has not been submitted and may be incomplete.

Properties

PIN	64072 - 0748	LT	Interest/Estate	Easement	<input checked="" type="checkbox"/> Add Easement
Description	LOT 1, 59M-_____ DESIGNATED AS PART 7, 59R-_____;				
	LOT 3, 59M-_____ DESIGNATED AS PART 1, 59R-_____;				
	LOT 4, 59M-_____ DESIGNATED AS PART 2, 59R-_____;				
	LOT 6, 59M-_____ DESIGNATED AS PART 3, 59R-_____;				
	LOT 7, 59M-_____ DESIGNATED AS PART 4, 59R-_____;				
	LOT 8, 59M-_____ DESIGNATED AS PART 5, 59R-_____;				
	LOT 9, 59M-_____ DESIGNATED AS PART 6, 59R-_____;				
	LOT 10, 59M-_____ DESIGNATED AS PART 11, 59R-_____;				
	LOT 11, 59M-_____ DESIGNATED AS PART 12, 59R-_____;				
	LOT 13, 59M-_____ DESIGNATED AS PARTS 8, 9 & 10, 59R-_____;				
	PELHAM				
Address	FONTHILL				

Consideration

Consideration \$ 1.00

Transferor(s)

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

Name U. LUCCHETTA CONSTRUCTION LIMITED
 Acting as a company
Address for Service 402 Rice Road
 Welland, ONL3C 2V8

I, Robert Lucchetta, 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	P.O. Box 400 20 Pelham Town Square Fonthill, ON L0S 1E0

Statements

Schedule: See Schedules

The registration of this document is not prohibited by registration .

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Transferor Client File Number : 34954

Transferee Client File Number : 43029-D

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64072 - 0748 LOT 1, 59M-_____ DESIGNATED AS PART 7, 59R-_____;
LOT 3, 59M-_____ DESIGNATED AS PART 1, 59R-_____;
LOT 4, 59M-_____ DESIGNATED AS PART 2, 59R-_____;
LOT 6, 59M-_____ DESIGNATED AS PART 3, 59R-_____;
LOT 7, 59M-_____ DESIGNATED AS PART 4, 59R-_____;
LOT 8, 59M-_____ DESIGNATED AS PART 5, 59R-_____;
LOT 9, 59M-_____ DESIGNATED AS PART 6, 59R-_____;
LOT 10, 59M-_____ DESIGNATED AS PART 11, 59R-_____;
LOT 11, 59M-_____ DESIGNATED AS PART 12, 59R-_____;
LOT 13, 59M-_____ DESIGNATED AS PARTS 8, 9 & 10, 59R-_____;
PELHAM

BY: U. LUCCHETTA CONSTRUCTION LIMITED
TO: THE CORPORATION OF THE TOWN OF PELHAM % (all PINs)

1. DAVE AUGUSTYN, MAYOR AND NANCY J. BOZZATO, TOWN 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 64072 - 0748 Address Fonthill Assessment Roll No -
- C. Address for Service: P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0
- D. (i) Last Conveyance(s): PIN 64072 - 0748 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

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 right and easement in perpetuity to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain storm drainage-catch basin leads and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment to which the Transferee may deem necessary or convenient thereto, in, on, under and through the lands described below (herein called "the lands") and for the servants, agents, contractors and workers of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyments of the easement hereby granted.

The lands:

- Lot 1, 59M-_____ designated as Part 7, 59R-_____;
- Lot 3, 59M-_____ designated as Part 1, 59R-_____;
- Lot 4, 59M-_____ designated as Part 2, 59R-_____;
- Lot 6, 59M-_____ designated as Part 3, 59R-_____;
- Lot 7, 59M-_____ designated as Part 4, 59R-_____;
- Lot 8, 59M-_____ designated as Part 5, 59R-_____;
- Lot 9, 59M-_____ designated as Part 6, 59R-_____;
- Lot 10, 59M-_____ designated as Part 11, 59R-_____;
- Lot 11, 59M-_____ designated as Part 12, 59R-_____;
- Lot 13, 59M-_____ designated as Parts 8, 9 & 10, 59R-_____;

2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris and as far as practicable restore the surface to the same condition as prior to the commencement of construction and or subsequent work thereto.

3. The Transferor shall have the right to use and enjoy the surface of the lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor, covenants to keep the land clear of all buildings, structures, fences, brush, trees 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 or its rights hereunder. The Transferee shall have the right to remove or control the growth of and roots, trees, stumps, brush or other vegetation on or under the lands and remove any obstruction therefrom.

4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the lands.

5. The Transferor hereby agrees that all provisions herein are reasonable and valid and if any provisions herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.

6. The Transferee further covenants that it will at all times hereafter save harmless and keep indemnified the Transferor from all claims, costs, and damages which may be incurred by reason of an entry made upon or works performed on the lands subject to the terms of this Agreement.

7. This Transfer of Easement and everything combined shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successor and assigns.

8. 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: Ryan's Grove Subdivision Restrictive Covenants ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

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, Town Clerk

This document has not been submitted and may be incomplete.

Properties

PIN

64072 - 0748 LT

☒ Affects Part of Prop

Description

LOTS 1 TO 12, BLOCKS 13 & 14, PLAN 59M-____
TOWN OF PELHAM

Address

FONTHILL

Applicant(s)

Name

U. LUCCHETTA CONSTRUCTION LIMITED
Acting as a company

Address for Service

402 Rice Road
Welland, ON L3C 2V8

I, Robert Lucchetta, President, have the authority to bind the corporation.

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

Statements

Schedule: See Schedules

File Number

Applicant Client File Number : 34954

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. 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 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. 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 27th day of January, 2014 and registered the _____ day of _____, 2014, 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 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.

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision Postponements of Inter-Now Corp. mortgage in favour (the transaction")
(Insert brief description of transaction) of: Town of Pelham as to Subdivision Agreement

This will confirm that:

- I/We have reviewed the information set out in 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 Township of Pelham, this 9th day of April, 2014.

WITNESS

(As to all signatures, if required)

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

Properties

PIN

64072 - 0748 LT

☒ Affects Part of Prop

Description

LOTS 1 TO 12, BLOCKS 13 TO 16, 59M-
PELHAM

Address

FONTHILL

Source Instruments

Registration No.	Date	Type of Instrument
SN306577	2011 02 23	Charge/Mortgage
SN326800	2011 10 03	Transfer Of Charge

Party From(s)

Name

INTER-NOW CORP.
Acting as a company

Address for Service

PO Box 397
Fenwick, Ontario
L0S 1C0

I, Brian Hadley, President, 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

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

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number B. SUBDIVISION AGR RYAN'S GROVE

Schedule: Original Charge registered as SN306577 to Inter-Now Corp., Transfer of Charge SN306586 to Meridian Credit Union Limited as to an 11% interest, Transfer of Charge SN326800 from Meridian Credit Union Limited to Inter-Now Corp. of the said 11% interest. I, Anthony DAmico hereby state the Inter-Now Corp. owns a 100% interest in the charge being postponed.

This document relates to registration no.(s)SN306577, SN306586, SN326800

This document is being registered pursuant to Inhibiting Order C. INHIBITING ORDER

File Number

Party From Client File Number :

34954

Party To Client File Number :

43029-D

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision Postponement of Inter-Now Corp. mortgage in favour ('the transaction')
(Insert brief description of transaction) of Town of Pelham Storm Drainage Easement

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

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, Town Clerk

Properties

PIN64072 - 0748 LT

☒ Affects Part of Prop

DescriptionLOT 1, 59M- DESIGNATED AS PART 7, 59R- ;
LOT 3, 59M- DESIGNATED AS PART 1, 59R- ;
LOT 4, 59M- DESIGNATED AS PART 2, 59R- ;
LOT 6, 59M- DESIGNATED AS PART 3, 59R- ;
LOT 7, 59M- DESIGNATED AS PART 4, 59R- ;
LOT 8, 59M- DESIGNATED AS PART 5, 59R- ;
LOT 9, 59M- DESIGNATED AS PART 6, 59R- ;
LOT 10, 59M- DESIGNATED AS PART 11, 59R- ;
LOT 11, 59M- DESIGNATED AS PART 12, 59R- ;
LOT 13, 59M- DESIGNATED AS PARTS 8, 9 & 10, 59R- ;
PELHAM

AddressFONTHILL

Source Instruments

Registration No.	Date	Type of Instrument
SN306577	2011 02 23	Charge/Mortgage
SN326800	2011 10 03	Transfer Of Charge

Party From(s)

NameINTERNOW CORP.
Acting as a company

Address for ServicePO Box 397
Fenwick, Ontario
L0S 1C0

I, Brian Hadley, President, have the authority to bind the corporation.

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

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

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number F. STROM DRAINAGE EASEMENT

Schedule: Original Charge registered as SN306577 to Inter-Now Corp., Transfer of Charge SN306586 to Meridian Credit Union Limited as to an 11% interest, Transfer of Charge SN326800 from Meridian Credit Union Limited to Inter-Now Corp. of the said 11% interest. I, Anthony DAMico hereby state the Inter-Now Corp. owns a 100% interest in the charge being postponed.

This document relates to registration no.(s)SN306577, SN306586, SN326800

This document is being registered pursuant to Inhibiting Order C. INHIBITING ORDER

File Number

Party From Client File Number :34954

Party To Client File Number :43029-D

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

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

RE: Ryan's Grove Subdivision Discharge of Inter-Now Corp. mortgage as to Blocks (the transaction")
(Insert brief description of transaction) 14 (deeded to Bergeron), and 15 & 16 (deeded to Town of Pelham).

This will confirm that:

- I/We have reviewed the information set out in 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 9th day of April, 2014.

WITNESS

(As to all signatures, if required)

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

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden and to Robert Di Lallo
(Insert lawyer's name)

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

RE: Town of Pelham; Ryan'a Walk Subdivision 59M-406, Application to delete Inhibiting Order ('the transaction')
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in 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 1st day of December, 2014.

WITNESS

(As to all signatures, if required)

Nancy J. Bozzato
THE CORPORATION OF THE TOWN OF PELHAM
per: Nancy J. Bozzato, Town Clerk

Properties	
PIN	64072 - 0768 LT
Description	LOT 1, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 1, PLAN 59M406 BEING PART 7 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0769 LT
Description	LOT 2, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0770 LT
Description	LOT 3, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 3, PLAN 59M406 BEING PART 1 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0771 LT
Description	LOT 4, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 4, PLAN 59M406 BEING PART 2 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0772 LT
Description	LOT 5, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0773 LT
Description	LOT 6, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 6, PLAN 59M406 BEING PART 3 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0774 LT
Description	LOT 7, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 7, PLAN 59M406 BEING PART 4 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0775 LT
Description	LOT 8, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 8, PLAN 59M406 BEING PART 5 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0776 LT
Description	LOT 9, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 9, PLAN 59M406 BEING PART 6 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0777 LT
Description	LOT 10, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 10, PLAN 59M406 BEING PART 11 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0778 LT
Description	LOT 11, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT 11, PLAN 59M406 BEING PART 12 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL

Properties

PIN	64072 - 0779 LT
Description	LOT 12, PLAN 59M406; SUBJECT TO AN EASEMENT AS IN SN306569; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0780 LT
Description	BLOCK 13, PLAN 59M406; SUBJECT TO AN EASEMENT IN GROSS OVER PART BLOCK 13, PLAN 59M406 BEING PARTS 8, 9 & 10 ON 59R15100 AS IN SN403733; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0782 LT
Description	BLOCK 15, PLAN 59M406; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0783 LT
Description	BLOCK 16, PLAN 59M406; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0788 LT
Description	PT BLK 14, PLAN 59M-406 BEING PART 13, 59R15100; TOWN OF PELHAM
Address	FONTHILL
PIN	64072 - 0789 LT
Description	BLOCK 14, PLAN 59M406 EXCEPT PART 13, 59R15100; TOWN OF PELHAM
Address	FONTHILL

Source Instruments

Registration No.	Date	Type of Instrument
SN403254	2014 05 09	Application For Inhibiting Order-Land

Applicant(s)

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

I, Nancy J. Bozzato, Town Clerk, have the authority to bind the corporation.

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

Statements

All the conditions under the Inhibiting Order have been dealt with and the Inhibiting Order can now be deleted.

File Number

Applicant Client File Number : 43029-D

Nancy Bozzato


From: Nancy Bozzato
Sent: Wednesday, November 26, 2014 3:24 PM
To: Callum Shedden (sheddenc@niagaralaw.ca)
Cc: Alan Mannell; Mike Zimmer; 'mheikoop@ucc.com'
Subject: FW: Fonthill Homesteads Extension 2 Subdivision, Release of Building Permits
Attachments: Signed Completion Certificate.pdf; Memo, Nov 26, 2014, M. Zimmer, Fonthill Homesteads Ext 2 Subdiv, Release Bldg Permits.docx.pdf

Dear Callum;

Please prepare the necessary documentation for my signature to enable removal of the Inhibiting Orders placed on the lots in the Fonthill Homesteads Extension 2 Subdivision.

Please do not hesitate to contact me should you require any further information.


Best regards,
Nancy

 <p>Pelham NIAGARA <small>Vibrant • Creative • Caring</small></p>	<p>Nancy Bozzato, Dipl.M.M. <i>Town Clerk</i> Administration Services</p>	<p>e: njbozzato@pelham.ca p: 905.892.2607 x315 pelham.ca</p>	<p>20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0</p>
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TOWN OF PELHAM CONFIDENTIALITY NOTICE:
The information contained in this communication, including any attachments, may be confidential and is intended only for the use of the recipient(s) named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send it to the sender and permanently delete the original and any copy of it from your computer system. Thank you.

From: Alan Mannell
Sent: Wednesday, November 26, 2014 3:19 PM
To: Mike Zimmer; Nancy Bozzato
Cc: mheikoop@ucc.com
Subject: Fonthill Homesteads Extension 2 Subdivision, Release of Building Permits

Attached are the memo and signed Certificate of Completion for this subdivision as it relates to the primary services.

 <p>Pelham NIAGARA <small>Vibrant • Creative • Caring</small></p>	<p>Alan Mannell, C.E.T., C.R.S. <i>Director</i> Public Works & Utilities</p>	<p>e: amannell@pelham.ca p: 905.892.2607 x313 pelham.ca</p>	<p>20 Pelham Town Square P.O. Box 400 Fonthill, ON L0S 1E0</p>
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TOWN OF PELHAM CONFIDENTIALITY NOTICE

The information contained in this communication, including any attachments, may be confidential and is intended only for the recipient(s) named above and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, disclosure, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and permanently delete the original and any copy of it from your computer system. Thank you.



Vibrant · Creative · Caring

DATE: November 26, 2014
TO: M. Zimmer, N.J. Bozzato
CC: M. Heikoop
FROM: Alan Mannell
RE: Fonthill Homesteads Extension 2 Subdivision
Release of Building Permits
Removal of Inhibiting Orders

The primary servicing of the Fonthill Homesteads Extension 2 Subdivision was certified as being complete on November 14, 2014 and the developer's engineering consultant has requested that building permits be released.

The Public Works Department has reviewed the supporting documentation related to the request dated November 14, 2014 in which Upper Canada Consultants certifies that the primary servicing is complete. This documentation includes compaction tests, daily inspection reports, as constructed servicing cards and video inspection reports.

We are prepared to recommend release of building permits for this subdivision as of November 26, 2014

A Certificate of Completion for Primary Services will be issued in accordance with the requirements outlined in the Subdivision Agreement. It is understood that while not installed at this time, the street lights which are identified as primary services are scheduled for installation in the near future.

In addition the Clerk should direct Callum Shedden of Daniel & Partners LLP to remove the inhibiting orders placed on the lots within this subdivision.



From the Department of

**Public Works
& Utilities**

A handwritten signature in black ink, appearing to read "Alan Mannell".

20 Pelham Town Square P.O. Box 400 · Fonthill, ON L0S 1E0 p: 905.892.2607 f: 905.892.5055
pelham.ca



CORPORATION OF THE TOWN OF PELHAM

Public Works and Utilities Department

NAME OF SUBDIVISION Homesteads Extension #2

I, Robert Lucchetta of Lucchetta Construction Ltd
(Owner)

Signature

of Owner:

Date: _____

And

I, Martin Heikoop of Upper Canada Consultants
(Owner's Consulting Engineer)

Signature

of Engineer:

Date: Nov 14 2014

hereby certify that all Primary Services in Schedule A, as per the Subdivision Agreement, are complete except as noted in Schedule B and all required documentation summarized in Schedule C, is attached.

Schedule A

Completed Primary Services - On-Site	Completed Primary Services - Off-Site
<ul style="list-style-type: none">-Sanitary sewer-Storm sewer-Storm water management pond-Water system-Roadways to base asphalt-Sodding of swales-Electrical/lighting	

Schedule B

The following outstanding Primary Services are not complete and a security deposit will be retained by the Town pending completion.

Outstanding Primary Services	Security Deposit Retained

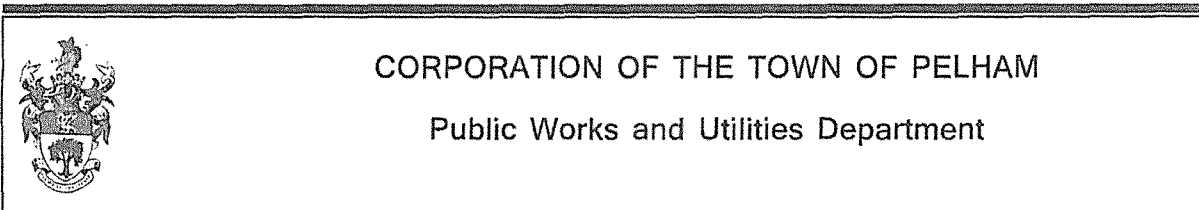
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Approval

The information and certificates specified in Section 27.4 of the Subdivision Agreement have been received and reviewed by the Public Works and Utilities Department and deemed acceptable. Accordingly, the Director of Public Works and Utilities for the Town of Pelham accepts this Completion Certificate for Primary Services.

APPROVED: Alan Mannell
Alan Mannell, C.E.T., C.R.S., Director of Public Works and Utilities

DATE: NOVEMBER 26, 2014



SCHEDULE C

- The Owner's Consulting Engineer has provided to the Director of Public Works and Utilities:
 - 1) Certificate(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications; and
 - 2) Certificate(s) providing actual cost of primary services completed.
 - 3) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with Town standards.
 - 4) Certificate(s) stating that all sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit T.V.
 - 5) Copies of the sanitary sewer inspection video tape(s) and documentation.
 - 6) Certificate(s) stating that all storm sewers have been flushed after placement of base course asphalt and, inspected and videoed via close circuit T.V.
 - 7) Copies of the storm sewer inspection video tape(s) and documentation.

- 8) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed and constructed.
- 9) Certificate stating that all street lights are installed and energized.

The Owner has:

- 10) furnished the Director of Public Works and Utilities with a Statutory Declaration in a form satisfactory to the Director setting out the works completed and verifying:
 - i) all such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - ii) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - iii) that there are no outstanding debts, claims or liens in respect of such works;
- 11) provided the Director of Public Works and Utilities with a Progress Certificate signed by the Consulting Engineer certifying such works have been installed, fully completed, repaired and maintained in accordance with the provisions hereof;
- 12) provided the Director of Public Works and Utilities with a cost statement for the subdivision showing the actual costs of installing, constructing, repairing, inspecting, testing and maintaining such Works completed to date and the estimated costs for all outstanding Works
- 13) provided to the Director of Public Works and Utilities, satisfactory evidence that all grading and drainage works have been completed in general compliance with the intent of the approved subdivision Grade Control Plan.
- 14) submitted to the Director of Public Works and Utilities, reproducible drawings showing each of the said works as constructed together with electronic drawing files in AutoCAD form.