

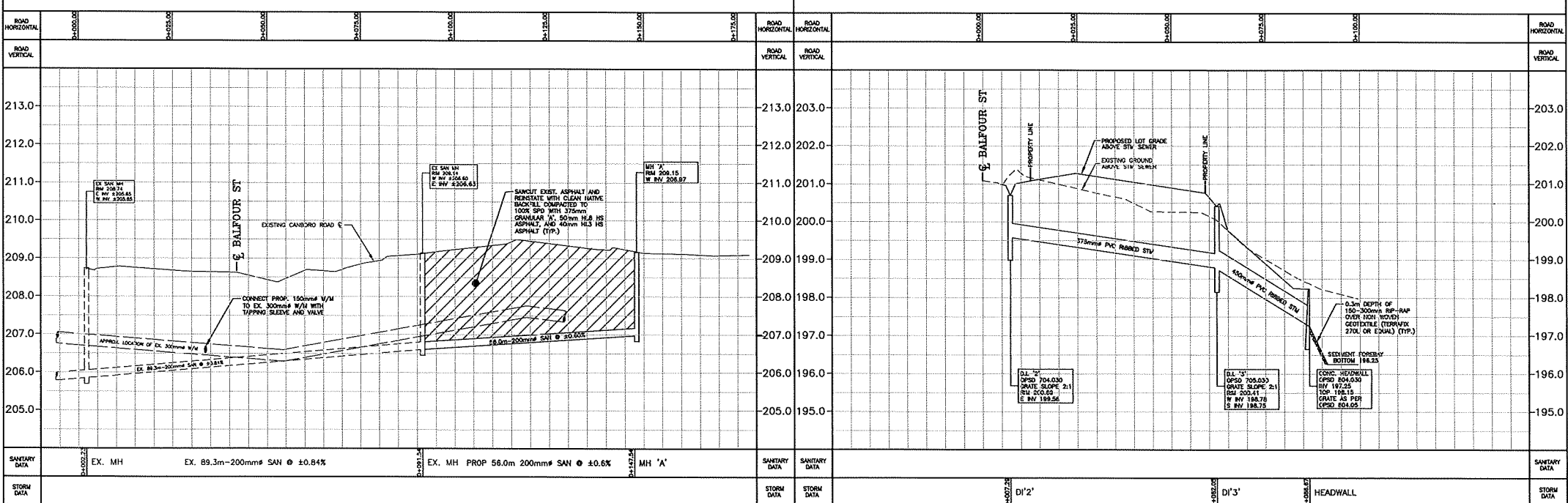
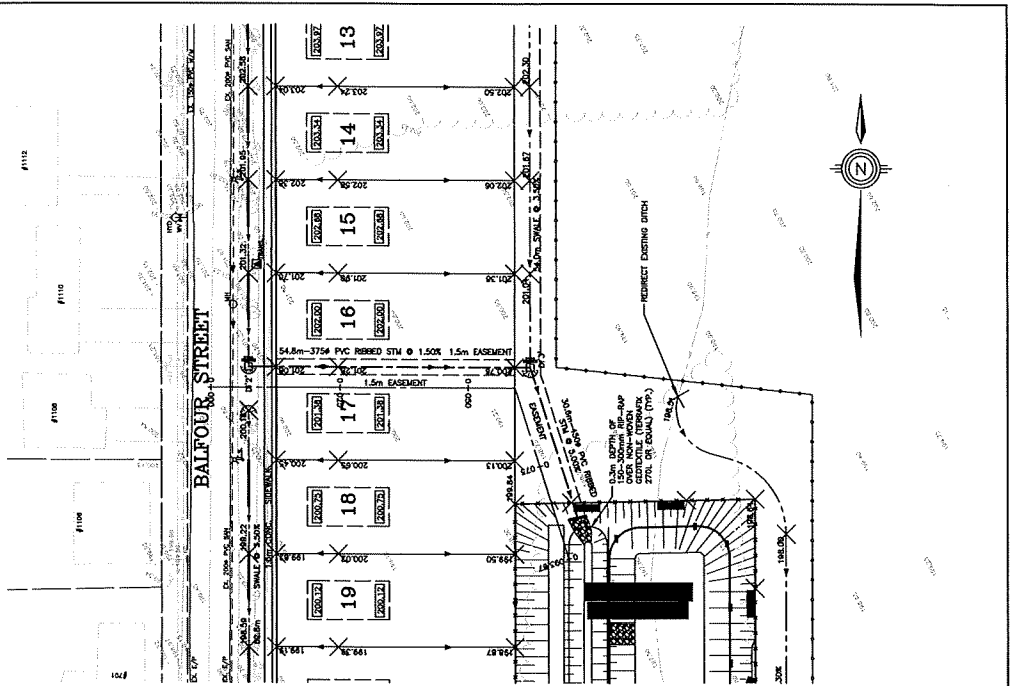
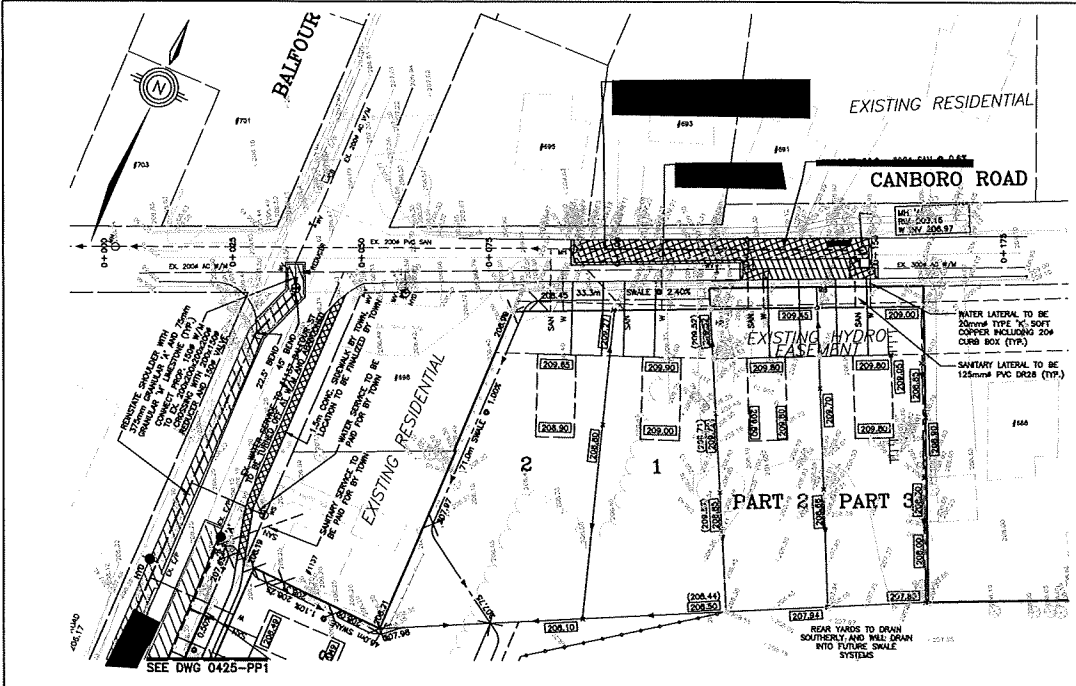
SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 13, Concession 9, Town of Pelham, designated as Part 1, 2 and 3.

SCHEDULE "B"

SITE SERVICING AND GRADING PLAN



DESIGNER: M.H.		DRAWING: I.W.	
DATE: APRIL 29, 2008		SCALE: HORIZ 1:500 VERT 1:50	
DRAWING No: 0425-PP2		REV. 4	

PROJECT NAME: THE WOODLANDS
OWNER: CANBORO DEVELOPMENTS INC.
ST. Catharines, ON
L2R 3K7

DESIGN TITLE: PLAN & PROFILE
CANBORO ROAD
STA. 0+000 TO STA. 0+175

APPROVED FOR CONSTRUCTION:
DIRECTOR OF OPERATIONS DATE

NOTES:
1) Storm and sanitary laterals to be PVC DR 28.
2) Single roadway catchbasin leads to be 2009, double roadway catchbasin leads to be 3009, Ultra-Hib of Extra Strength Concrete.
3) The position of pole lines, conduits, sewers, waterlines and other underground utilities and structures is not necessarily shown on the construction drawings, where shown the accuracy of the position of such utilities and structures is not guaranteed.
4) Before starting work, the contractor shall check with all utilities involved and inform himself of the exact location of all such utilities and structures and shall assume all liability for damage to them.
5) Hydro and bell poles are to be anchored to the ground where required so as to ensure the stability of the pole lines.
6) All manhole frames, catchbasin frames, water valves and gas valves are to be adjusted to finished grade.

PELHAM NIAGARA
UPPER CANADA CONSULTANTS
ENGINEERS/PLANNERS
251 Woodbine Rd.
St. Catharines, Ontario
L2R 3K7
Phone: (905) 444-8202
Fax: (905) 444-8274

SCHEDULE "C"

SPECIAL PROVISIONS

1. Recognizing that the lands 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 land 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 building phases of this development, construct and maintain siltation control ponds at locations determined acceptable by the Director of Public Works and Utilities;
 - 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 of Public Works and Utilities;
 - the Developer agrees to implement, as required, other reasonable measures as determined by the Director of Public Works and Utilities for purposes of controlling and mitigating air and/or water borne sand and/or silt erosion;
 - the Developer shall immediately remove waterborne sands and silts which may be carried from the lands and restore such off-site impacted lands;
 - 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 of Public Works and Utilities, shall be continuously inspected and maintained by the Developer throughout all servicing and residential building development; and
 - the Developer shall ensure that house building activities do not encroach upon the road allowance. This includes the storage of excavated materials and house building materials.

SCHEDULE "D"

BUILDING RESTRICTIONS

(To be included in all Deeds)

The Developer shall cause to be registered against all Lots in the Development Plan the transfer restrictions and restrictive covenants outlined below.

According to the nature of the annexed instrument, the words "Vendor", "Purchaser" and "Land" shall be 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 Grade Control Plan attached to the 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 Grade Control 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 Agreement for any consequential damages, costs, expenses or other loss caused by the failure to maintain such grades or drainage patterns.

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 traveled portion of the roadway to the Street line in good condition until the concrete sidewalk, concrete curbs and/or asphalt roadways for the said Development are constructed.

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 Street line and the edge of the road 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 Building unit 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 Development Plan: hydro, gas, water services, sanitary sewers and telephone.

SCHEDULE "D"

BUILDING RESTRICTIONS

(To be included in all Deeds)

(Continued)

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 Lands.

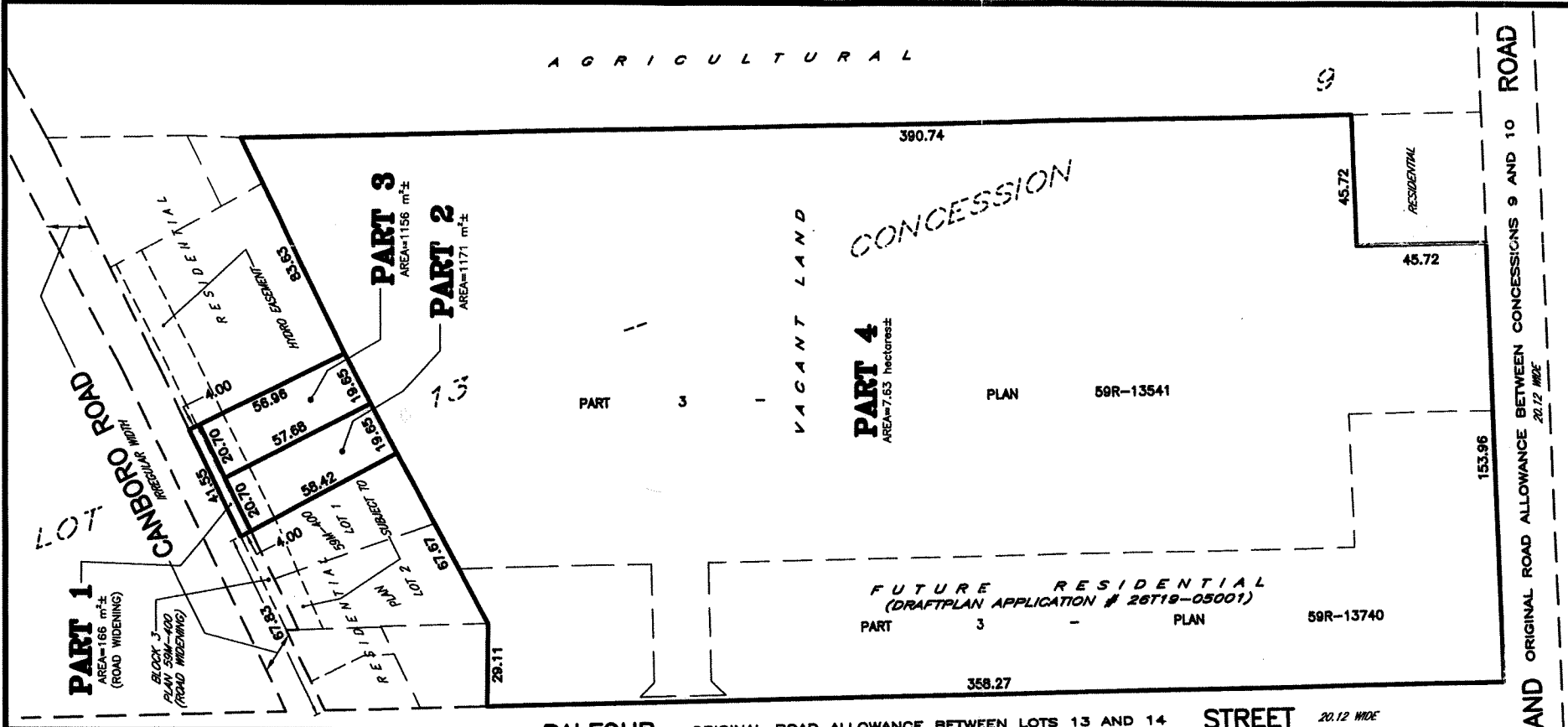
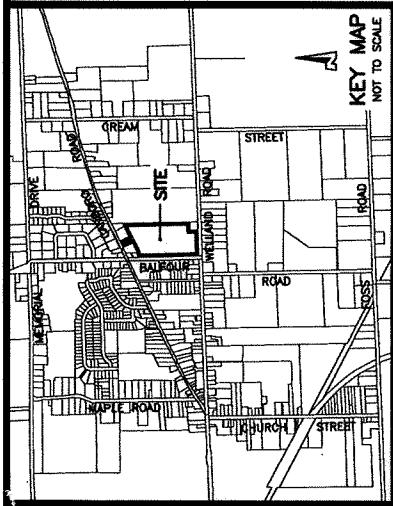
The Purchaser shall not discharge by direct connection to a sanitary or storm sewer any discharge from eavestroughing, downspouts or swimming pools.

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

SCHEDULE "E"

FINANCIAL OBLIGATIONS AND COST OF CONSTRUCTION

SUMMARY		QTY.	UNIT	PRICE	COST
SECTION A	SANITARY SYSTEM (200 dia.)				
a)	extend sewer	60 m	250	\$	15,000.00
b)	manhole	1 ea	5500	\$	5,500.00
c)	service	2 ea	3000	\$	6,000.00
d)	moe application	1 ea	1200	\$	1,200.00
e)	design (ucc)	1 ea	5000	\$	5,000.00
f)	Town fees	1 ea	2000	\$	2,000.00
SECTION B	WATER SERVICES	2 ea	2500	\$	5,000.00
SECTION C	ASPHALT DRIVEWAY APRONS	2 ea	2000	\$	4,000.00
SECTION D	ESTIMATED SURVEY COSTS			\$	2,000.00
SUBTOTAL					
10% ENGINEERING & 5% CONTINGENCY					
SUBTOTAL					
5% GST					
TOTAL					
20% SECURITY TOTAL					
agency clearance fees, hydro and utilities not included					



SKETCH
PREPARED FOR SEVERANCE APPLICATION
PART OF 13
CONCESSION 9

GEOGRAPHIC TOWNSHIP OF PELHAM
IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1 : 2000 (METRIC)
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Tom Chambers

DONALD G. CHAMBERS, B. Sc., O.L.S.

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DATE 19 JULY 2013 FILE No 04-15-3 (04015-3_SEV)

Schedule 'A': Location Map

