

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW #364 (1976)

Being a by-law to authorize the Mayor and Clerk to execute a subdividers agreement with Landco Developments Limited and Group 2 Developments Limited.

WHEREAS Council deems it desirable to enter into a subdividers agreement with Landco Developments Limited and Group 2 Developments Limited;

AND WHEREAS Landco Development Limited and Group 2 Developments Limited have met all terms, conditions and policies of the municipality respecting the development of land;

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

(1) THAT the agreement hereto attached and made part of this by-law be and the same is hereby approved.

(2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation to execute the said agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
25th. DAY OF May, 1976 A.D.


MAYOR


CLERK

THE LAND TITLES ACT

Application to Register Notice of an Agreement

Section 78

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

We, GROUP 2 DEVELOPMENT LIMITED, as to an undivided one-half interest,
and LANDCO DEVELOPMENTS LTD., as to an undivided one-half interest,
being interested in the land entered in the Register for Section -
Pelham Township - 9 as Parcel 3-3 of which we are the registered owners,
hereby apply to have entered in the Register for the said parcel Notice
of Agreement dated the 31st day of May, 1976 made between Group 2
Development Limited and Landco Developments Ltd. and The Corporation of
The Town of Pelham.

The evidence in support of the Application consists of:

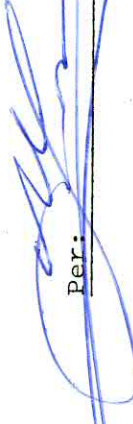
1. An executed copy of the original Agreement.

DATED at Niagara Falls this 2nd day of June, 1976.

GROUP 2 DEVELOPMENT LIMITED

Per: 
(Vice-President)

LANDCO DEVELOPMENTS LTD.

Per: 
(President)

THIS INDENTURE MADE IN TRIPLICATE THIS 31st DAY OF MAY, 1976. A.D.

BETWEEN:

GROUP 2 DEVELOPMENT LIMITED, as to
an undivided one-half interest,

-and-

LANDCO DEVELOPMENTS LTD., as to
an undivided one-half interest,

Hereinafter called the "Owners"

OF THE FIRST PART,

-and-

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART.

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.

WHEREAS the Owners purport to be the Owners of the lands in the Town of Pelham, described in Schedule "A" attached hereto and have applied, or propose 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 Owners, 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.

Cont'd...

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 Owners to the Town (the receipt thereof is hereby acknowledged) the Parties hereto mutually covenant and agree as follows:

1. REGISTRATION

The Owners covenant and agree:

- (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.

2. TRANSFER TO TOWN FOR MUNICIPAL PURPOSES

The Owners will:

- (a) pay to the Town the sum of \$36,162.67 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, dedicate to the Town the road allowances;
- (c) grant by way of easement to the Town those areas as shown on the Plan, and as described in Schedule "B".
- (d) Transfer to the Town, Block "N" being the 1-foot reserve at the south end of Berkwood Place.

3. ENGINEERING SERVICES AND INSPECTION

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

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- (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 Owners,
- (vii) analysis of bids and recommendations to the Owners,
- (viii) setting out the work,
- (ix) general field supervisions, and
- (x) preparation of progress certificates on the works undertaken by the Owners (having regard to utility agencies, e.g. hydro, gas, telephone, etc.).
- (b) The said Professional Engineer shall file with the Town Engineer prior to registration of this Agreement, a written undertaking:
 - (i) that he has been engaged by the Owners 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 will be 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 certified true copies thereof suitable for making reproductions of the works as constructed pursuant to this Agreement as well as detailed engineering data. The tracings or certified true copies or detailed engineering design data shall be in the following form:
 - (1) tracings shall be plan-profile linen 24" x 42" sheets and ink lettering;
 - (2) title blocks (5" x 3") to be placed in lower right-hand corner and shall indicate nature of work, location, limits and scales;

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- (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;
- (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 Owners shall, as a condition of such employment, be approved by the Town Engineer.

4. INSPECTION BY TOWN ENGINEER

All works undertaken by the Owners pursuant to this Agreement shall be inspected by the Town Engineer from time to time and so often as he shall deem necessary.

5. INSPECTORS FEES

- (a) The Owners shall pay the full cost of all inspectors 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 Clause 6.
- (b) In the event that Council changes or revises in any manner its policy concerning inspectors fees as contained in the Town Policy with respect to Development of Residential Subdivisions, the Owners shall have the option of going to the new policy.

6. ENGINEERING, ADMINISTRATION AND INSPECTION COSTS

- (a) The Owners shall deposit with the Town, cash or an irrevocable Letter of Credit from a Canadian Chartered Bank or Trust Co. 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 which

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will include 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.

7. 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 Owners.

8. CONSTRUCTION OF SERVICES

The Owners agree 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", "I", "J", "K" and "L" attached hereto, and in accordance with the conditions and specifications contained in such Schedules.

9. CONTRACTORS

Before commencement of any works, the Owners shall show satisfactory proof to the Council that the proposed contractors or sub-contractors to whom the Owners propose to let or submit any part of the works, have sufficient and valid liability insurance policies; a certificate from the Workmen's Compensation Board showing that the contractor is in good standing; and, satisfactory evidence that the contractor is qualified, experienced and has equipment to successfully complete the works. Any contractor employed by the Owners shall, as a condition of such employment, be approved by the Town Engineer.

10. PERFORMANCE BOND

The Owners shall obtain from their 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

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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.

11. MATERIALS

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

12. STRIPPING TOPSOIL

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

13. STRIPPING AND TREE REMOVAL

(a) The Owners shall remove from all road allowances, any trees, brush, growth, or surplus, or other materials as may be designated by the Town Engineer and Council, and further shall remove from all the lands any unkempt, diseased or infested trees, vines or bushes.

If such removal is not carried out within fourteen (14) days of written notice delivered to the Owners by the Town, the Town may cause the unkempt, diseased or infested trees, vines or bushes to be removed and the Owners agree to pay to the Town the cost incurred thereby.

(b) The Owners agree that before any trees are removed to facilitate the installation of the works required to be installed by it herein, they will arrange a site inspection of the development with representatives of the Town, the Owners, the Town Engineer, the Owners' 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 services to preserve these specimens.

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- (c) The Owners agree 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.

14. ROUGH GRADING ROADS

The Owners agree 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 by this Agreement. The Owners further agree 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.

15. CLEANING SEWERS AFTER ROAD CONSTRUCTION

Upon completion of paving of roads, the Town shall inspect the storm and sanitary sewers, and if it is deemed necessary clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto at the expense of the Owners.

16. STORM SEWER

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

17. LOCAL IMPROVEMENT CHARGES

- (a) The Owners hereby agree 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.

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- (b) The Owners hereby agree to commute and pay to the Town its share of the cost of cleaning the Big Creek Drain as assessed against Parcel #595 and #568, as per notice of assessment dated the 14th day of May, 1976. This contribution is referred to in Clause 26 (k) of this Agreement.

18. EXPANSION AND RENEWAL FUND

- (a) The Owner shall pay the Town the sum of Eighteen Hundred Dollars (1,800.00) per gross acre for a total acreage of 23.71 acres being \$42,681.60 for the purpose of expanding and renewing services within the Town limits. The Owners shall be credited the sum of One Thousand Dollars (\$1,000.00) for payments previously made for severances on the lands described in Schedule "A".

19. SURFACE DRAINAGE PLAN

The Owners shall be responsible for providing, at their 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 and included in each deed 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".

20. NATURAL DRAINS

The Owners shall not change or do any work that will prejudicially affect any natural watercourse or drainage ditch without making full and proper provisions for the continuance of such drainage facilities. The proposed proper provision to be made by the Owners shall be subject to approval of the Town Engineer. In the event changes are made, after having been approved by the Town Engineer, the Owners nevertheless shall be solely responsible for any damage caused thereto, and shall indemnify and save harmless the Town therefrom.

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The Town of Pelham has been granted easements varying from 30 feet to 60 feet in width through Lots 51, 52, 53, 54, 66, 67, 71 and 72 for the protection and preservation of the existing watercourse through these lands.

21. HYDRO

The Owners shall pay the whole cost of and install street lighting to the Town of Pelham Standards and in accordance with plans and specifications approved by Ontario Hydro. 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 Owners shall deposit with the Treasurer an amount estimated to cover the cost thereof, unless otherwise satisfactory arrangements are made with Ontario Hydro.

The Owners shall have the option of designing their own power distribution system, calling the tenders, and letting the contract for said work, subject to approval of all engineering design layouts by Ontario Hydro and subject to Ontario Hydro inspecting the installation.

22. REPLACING UTILITIES, ETC.

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

23. LIABILITY INSURANCE

Before commencing any of the work provided for herein, the Owners shall supply the Town with a Liability Insurance Policy (with no exclusions) in a form satisfactory to the Town, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), indemnifying the Town until the issue of the certificate referred to in Clause 30, from any loss arising from claims for damage, injury or otherwise in connection with the work done by the Owners, their employees, servants or agents, or

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any independent contractor to serve the lands described in Schedule "A" attached hereto. The Owners 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.

24. RE-STAKING LOTS ON THE PLAN

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

25. DEFINITION OF PRIMARY AND SECONDARY SERVICES

(a) Primary Services:

- (i) Sanitary sewers and appurtenances complete.
- (ii) Drainage facilities sufficient, in the opinion of the Town, to provide safety and protection from undue inconvenience to residents and their visitors.
- (iii) 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.

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26. CASH DEPOSIT & LETTERS OF CREDIT

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

- (a) the Expansion & Renewal Impost (\$41,681.60);
- (b) the inspection and administration fees as set out in Clause 6 (\$10,000.00);
- (c) Letter of Credit for the cost of power and lighting installations, unless other satisfactory arrangements have been made with Ontario Hydro (\$ Nil);
- (d) Letter of Credit as hereinafter set out for secondary services (\$70,000.00);
- (e) the cost of Pancake lane improvements(\$22,000.00) - Refer to Cl. 38;
- (f) 5% in cash for parks purposes (\$36,162.67);
- (g) Local Improvement charges for outstanding sewer and water charges, Haist Street and correction of water charged to Mrs. Masney (\$2,197.64);
- (h) street signs, as set out in Schedule "H" (\$400.00);
- (i) downstream culverts (\$3,000.00) (Schedule "E");
- (j) water reservoir pump (\$2,500.00) (Schedule "F");
- (k) Big Creek Drain assessment (\$101.41) (Schedule "E").

27. 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 Owners 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 Owners.

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29. MAINTENANCE

The Owners shall, at their own expense, pending acceptance by the Town, repair and maintain to the satisfaction of the Town Engineer, roads, sewers, culverts, and water system appurtenances. In case of emergency, as determined by the Town Engineer, the Town shall have the right to enter on the lands and carry out the necessary maintenance to repair without notice to the Owners and bill the Owners for any reasonable and justifiable costs. In other cases where the Owners fail 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 all financial requirements herein, the Town Engineer under authority of resolution to Council, shall at the expiration of the maintenance period, upon written application by the Owners, issue a certificate so stating to the Owners. Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

31. TAXES

The Owners agree to pay all arrears of taxes outstanding against the property described in Schedule "A" hereto annexed 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. The Owners further agree that when the said lands have been re-assessed, the Owners agree to pay all current taxes as established by the re-assessment, or any additional amounts as thereby required.

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32. MINISTRY OF NATURAL RESOURCES APPROVAL

The Town agrees that, at the request of the Owners, it will join with them to make the necessary applications to the Ministry of Natural Resources for approval of the Plan. The Owners agree that development of Lots 53, 54, 66, 67, 72 and 73 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 existing and to be preserved.

33. LEGAL COSTS

The Owners 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 Owners agree 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 Owners agree 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:

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

The Building Inspector will not issue occupancy permits until it has been certified that the above-three services are operable within the subdivision.

(c) At such time as all primary services are available and operational to Lots 68-73 inclusive and Lots 14 and 15, occupancy building

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permits for these lots will be made available by the Town, provided appropriate zoning and building criteria are met.

35. INDEMNIFICATION

The Owners hereby agree and undertake 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 Clause 30 hereof, in connection with the work required to be done herein by the Owners, 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 THE LAND

The Owners 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 Owners, their heirs, executors, administrators, assigns and successors in title and owners from time to time of the lands described in Schedule "A" attached 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 Clause 19 (Surface Drainage Plan) which shall be in perpetuity.

38. PAYMENT FOR IMPROVEMENTS TO EXISTING ROADS

Some of the land described in Schedule "A" attached hereto abuts the existing travelled road allowance of ~~Market Street~~ ^{PANCAKE LANE}. The Owners shall be required to deposit to the Town in cash Twenty-Two Thousand Dollars

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(\$22,000.00) being a portion of the cost of improvements to PINEAKE LANE 2
West Street

The above amount shall be adjusted to reflect the actual cost of installing the necessary improvements after tenders for the works have been called and accepted. The Owners' share shall be the total tender, plus engineering, times the ratio 661.32/2x1276.32 which is the frontage ratio.

39. RECOMMENDATION TO THE MINISTER

Upon receipt of the payments required and 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

) THE CORPORATION OF THE TOWN OF PELHAM

- In the presence of -

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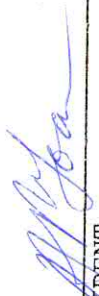
) 
MAYOR

)

) 
CLERK

) GROUP 2 DEVELOPMENT LIMITED

)

) 
VICE-PRESIDENT

) LANDCO DEVELOPMENTS LTD.

)

) 
PRESIDENT

SCHEDULE
"A"

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

ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the Town of Pelham, in the Regional Municipality of Niagara, and the Province of Ontario, and being composed of that part of Township Lot 3, Concession 9, in the original Township of Pelham, and that part of the original road allowance between Lots 3 and 4 in the said Concession 9, stopped up and closed by By-Law 1109 of the Township of Pelham, registered as Instrument No. 22 (By-Laws) and all of Block "B" and Lot 33 and that part of Block "C" according to Plan N.S. 23 (Pelham) registered in the Land Registry Office for the Registry Division of Niagara South (No. 59) and that part of Berkhout Terrace according to said Plan N.S. 23 stopped up and closed by By-Law 185 for The Corporation of The Town of Pelham registered as Instrument No. 195,263 and all of Block "A", according to Plan N.S. 33 registered in the said Land Registry Office designated as Parts 1, 2 and 3 on a plan of survey on record in the Land Registry Office, Land Titles Division of Niagara South (No. 59) at Welland as 59R-1126 being Parcel 3-3 in the Register for Section - Pelham Township

SCHEDULE
"B"

TRANSFER TO THE TOWN FOR PUBLIC PURPOSES
OTHER THAN ROADS

Easements over the following Blocks being storm drainage purposes:

Blocks "A", "B", "C", "D", "E", "G", "I", "K", "L" and "M".

Transfer Block "N" being 1-ft. reserve at the south end of Berkwood Place.

SCHEDULE
"C"

ROADWAYS

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.

CROSS-SECTION

The roadway cross-section shall be curb and gutter section, as outlined in the current Town Standards.

SUB-SURFACE DRAINAGE

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

DRIVEWAY ENTRANCES

The Owners shall be required to provide in some manner, either by themselves, 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 and to the full width of the driveway. 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.

DUST CONTROL

The Owners will be required to provide reasonable dust control during the period of road usage prior to the placing of the asphalt surface.

SCHEDULE

"D"

SANITARY SEWERS

The Owners shall construct a sanitary sewer system or systems including all trunk sewer extensions, to proper outlets or approved sewage disposal site, which shall be sufficient to service the proposed development. The Town Engineer shall determine if the system proposed by the Owners is sufficient prior to commencement of construction.

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

PRIVATE DRAIN CONNECTIONS

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

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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 Owners agree to pay to the Town the sum of One Thousand Nine Hundred and Four Dollars (\$1,904.00) towards the cost of the existing sanitary sewer on Haist Street, which was constructed by the Town. This figure makes up a portion of the figure in Clause 26 (g).

SANITARY OUTLET SEWER

The Owners agree to pay for and construct the sanitary sewer outlet for the lands described in Schedule "A" through the 20 acres of land immediately to the south and proposed as Berkwood Park Extension No. 2 Subdivision. Necessary easements will be granted to the Town, on an alignment agreed upon by the Town and the Owners.

SCHEDULE
"E"

STORM SEWERS & SURFACE DRAINAGE

The Owners shall construct a storm sewer system and outlet or such extensions as necessary to provide a connection to existing trunk sewers where applicable.

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.

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

Surface drainage shall be collected by means of catchbasins as per the current Town Standards. Standard catchbasins shall be installed to drain the base roads.

The Owners agree to contribute to the Town the sum of One Hundred and One Dollars and Forty-One Cents (\$101.41) towards the Big Creek Drain outlet being the assessment against Parcel #595 and Parcel #568 as per notice of assessment dated the 14th day of May 1976. This amount will be the final and only contribution by these parcels to these works.

The Owners will contribute to the Town the sum of Three Thousand Dollars (\$3,000.00) towards replacement of the existing culverts at Welland Line and Effingham Roads.

SPECIFICATIONS

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by DeLeuw Cather & Co. of Canada Ltd. and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE
"F"

WATERMAINS

The Owners 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 Owners 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 engineering contract drawings to be filed in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

PAYMENT FOR WATER PUMP

The Owners agree to pay to the Town the sum of Two Thousand Five Hundred Dollars (\$2,500.00) towards installation of an additional pump in the Regional Reservoir on Pancake Lane.

SCHEDULE
"G"

STREET LIGHTING AND UNDERGROUND WIRING

The Owners shall, prior to the final approval of the proposed subdivision plan, pay the cost of street lighting as approved by Ontario Hydro having jurisdiction over the area in which the proposed subdivision is to be located. Such easements as may be required by Ontario Hydro for street lighting and underground hydro purposes shall be granted by the Owners without cost.

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

SCHEDULE
"H"

STREET SIGNS AND SIDEWALKS

The Owners shall deposit Four Hundred Dollars (\$400.00) 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 Owners. The signs shall conform to the present Town standard street sign being used by the Town.

The Owners shall construct sidewalks within the subdivision in the following locations:

Berkwood Place - 1 side only.
D'Everardo Drive - 1 side only.

SPECIFICATIONS

The concrete sidewalks will comply with engineering contract drawings to be prepared and filed in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE
"I"

TELEPHONE SERVICE AND CABLE TELEVISION SERVICE

The Owners 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 Owners 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 Owners 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 is 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 shall be planted in locations as determined by the Works Committee and of the types as specified below.

The Owners shall be required to provide in some manner, either by itself or for example by the imposition of building restrictions, for the seeding and/or sodding of the boulevard from the front lot line to the back of the curb. The developer or subsequent purchaser shall, at his own expense, seed or sod the boulevard within the above limits for each lot from the lot line to the back of the curb for the full width of the lot.

SPECIFICATIONS

Number and Type of Trees:

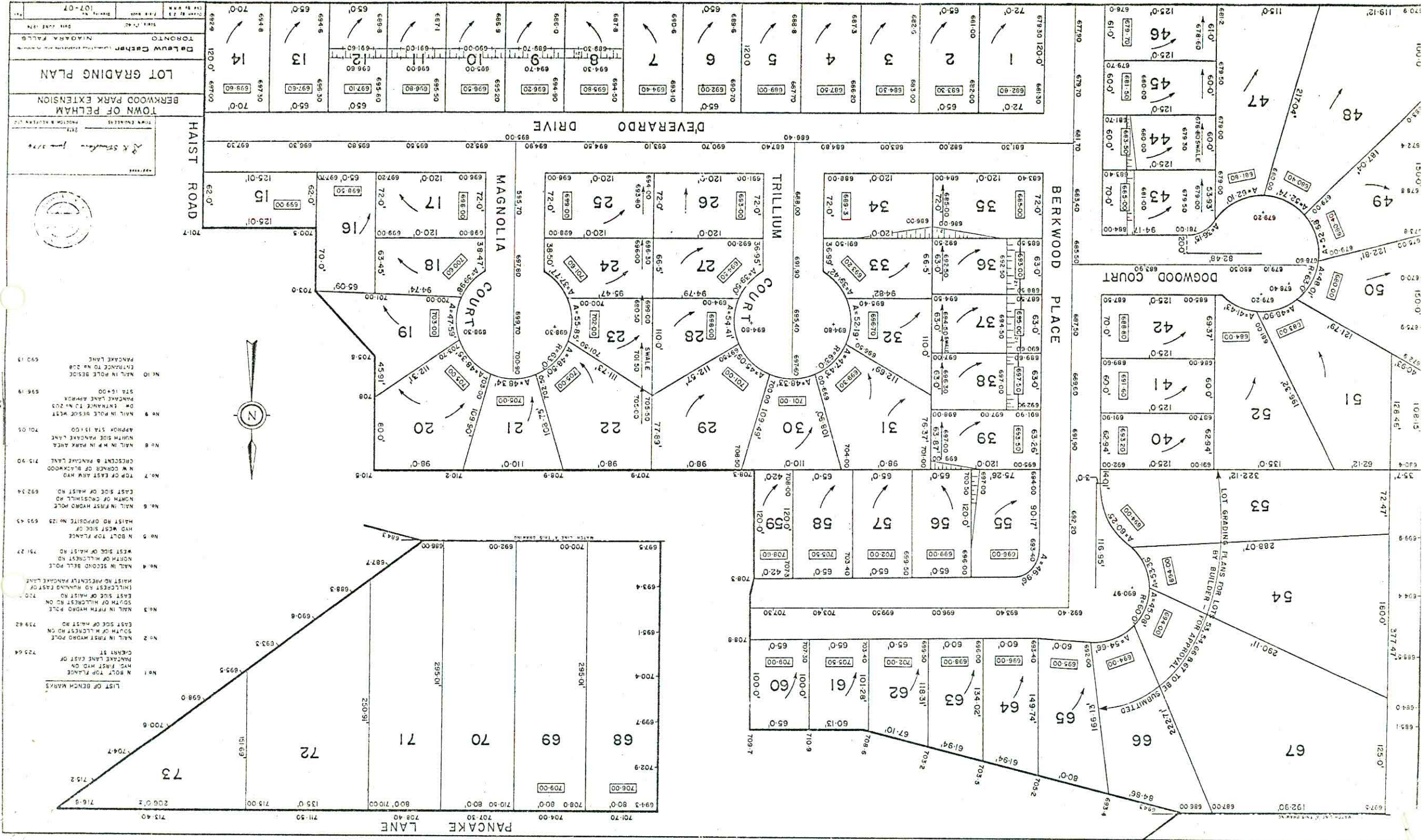
Norway Maple, Mountain Ash, Locusts, and Flowering Crab, 8 to 10 feet in height, and shall be sound, healthy, vigorous, and free from plant diseases and insect pests or their eggs and shall have normal, healthy root systems.

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.

SEEDING AND/OR SODDING

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, but the Owners shall have the option of using nursery sod at their discretion. 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.



SCHEDULE
"L"

ENVIRONMENTAL CONDITIONS

The Owners agree that prior to initiating any grading or construction on the site they shall have prepared a detailed engineering and drainage report acceptable to the Niagara Peninsula Conservation Authority and the Ministry of Natural Resources. The report will describe the means whereby storm water will be conducted from the site and means whereby erosion and siltation and their effects will be contained and minimized on the site, both during and after the construction period.

The Owners further agree to carry out, or to cause to be carried out, the works and proposals in the engineering and drainage report.

SCHEDULE
"M"

BUILDING RESTRICTIONS

(TO BE INCLUDED IN ALL DEEDS)

The Owners shall cause to be registered against all lots in the subdivision the Deed 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 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.

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 sidewalk, concrete curbs, and/or asphalt roadways for the said subdivision are constructed.

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

Cont'd...

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.

The Purchaser shall not impede by the placing of fill, buildings, or other structures or works, any natural watercourse which exists on the property.

DATED: May 31st, 1976

GROUP 2 DEVELOPMENT LIMITED

AND

LANDCO DEVELOPMENTS LTD.

AND

THE CORPORATION OF THE
TOWN OF PELHAM

No. **LT-4104**

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

at 2:50 P.M. 8th JULY 1976
(DATE)

and entered in Parcel 3-3

Section PELHAM TOWNSHIP-9
Welland, Ont.

Reg LAND REGISTRAR

APPLICATION Re

A G R E E M E N T

GROUP 2 DEVELOPMENT LIMITED
Town & Country Plaza
Niagara Falls, Ontario

289

REGISTRATION FEE	11	00
LAND TRANSFER TAX		
RETAIL SALES TAX		