

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW #373 (1976)

Being a by-law to authorize the Mayor and Clerk to execute a subdivider's agreement with Overland Developments Limited for the Vinemount Subdivision.

WHEREAS Council deems it desirable to enter into a subdivider's agreement with Overland Developments Limited;

AND WHEREAS Overland Developments Limited has 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
19th. DAY OF July, 1976.


MAYOR


CLERK

THE LAND TITLES ACT

Application to Register Notice of an Agreement

Pursuant to Section 78 of the Land Titles Act

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

THE CORPORATION OF THE TOWN OF PELHAM,
being interested in the land entered
as Plan - 1 in the Register for
Section M-48 of which OVERLAND DEVELOPMENTS LIMITED,
a corporation incorporated under the laws of the Province
of Ontario
is the registered owner
hereby applies to have entered on the Register for the said
Parcel Notice of an Agreement dated the 19th day of July, 1976,
made between

OVERLAND DEVELOPMENTS LIMITED

and

THE CORPORATION OF THE TOWN OF PELHAM

The evidence in support of this application consists of:

1. An executed copy of the said Agreement

DATED at Pelham this 16th day of May, 1977.

THE CORPORATION OF THE TOWN OF PELHAM


MAYOR


CLERK

OVERLAND DEVELOPMENTS LIMITED, the registered owner of the
said lands, hereby concurs in this Application and consents
to its registration.

OVERLAND DEVELOPMENTS LIMITED

SECRETARY & GENERAL MANAGER

THIS AGREEMENT Made in triplicate this 19 day of July, 1976 A.D.
BETWEEN:

OVERLAND DEVELOPMENTS LIMITED

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

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

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

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1. REGISTRATION

The Owner covenants and agrees

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

2. TRANSFER TO TOWN FOR MUNICIPAL PURPOSES

The Owner will:

- (a) pay to the Town the sum of \$37,300.00 in lieu of conveying 5% of the land to the Town pursuant to Section 35 (5) of the Planning Act;
- (b) by certificate on the plan document, dedicate to the Town the road allowances on "The Plan";
- (c) grant by way of easement to the Town, the easements as described in Schedule "B":

3. ENGINEERING SERVICES AND INSPECTION

- (a) The works herein may be undertaken by either the Town Engineer, or the Owner shall engage at its own expense the services of Professional Engineers who are registered under the Professional Engineers Act of Ontario. In the event the Owner engages the services of a Professional Engineer, he shall perform the following engineering services, subject to the approval thereof by the Town Engineer and the Council:

- (i) preliminary investigation,
 - (ii) layout drawings and design criteria of roads and services,
 - (iii) detailed estimates of cost,
 - (iv) contract drawings and specifications,
 - (v) application to the Ministry of Environment for necessary approvals,
 - (vi) calling of tenders if so requested by the Owner,
 - (vii) analysis of bids and recommendations to the Owner,
 - (viii) setting out the work,
 - (ix) general field supervision, and
 - (x) preparation of progress certificates
- (b) The said Professional Engineer shall file with the Town Engineer a written undertaking, prior to the commencement of any of the works described herein, whereby the Professional Engineer undertakes.
- (i) that he has been engaged by the Owner to supervise the work;
 - (ii) that the work will be done in accordance with the contract, drawings and specifications and all other provisions of this Agreement;
 - (iii) that all phases of the work will be subject to the approval of the Town Engineer, and

Cont'd...

(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 duplicates, approved by the Professional Engineer as being suitable for making reproductions, of the works as constructed pursuant to this Agreement, as well as detailed design engineering data.

The linen tracings, or duplicates, and detailed design engineering data.

- (1) tracings shall be plan-profile linen 22" x 34" 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;
 - (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 references are made to other construction drawings, specific reference to those drawing numbers shall be made;
 - (5) horizontal ties shall be made to property lines;
 - (6) levels shall be to datum and all field surveys shall be tied into Geodetic Bench Marks.
- (v) that he understands that any contractor employed by the Owner shall, as a condition of such employment, be approved by the Town Engineer.

4. INSPECTION BY TOWN ENGINEER

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

5. INSPECTOR'S FEES

The Owner shall pay the full cost of all Inspector's wages and fees 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 the construction, out of the deposit set out in Clause 7.

The Owner shall, in the event that Council changes or revises its policy concerning inspectors fees, as contained in the Town Policy with Respect to the Development of Residential Subdivisions, adopted by Council in March 1970, have the option of going to the new policy.

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6. ENGINEERING, ADMINISTRATION AND INSPECTION COSTS

- (a) The Owner shall deposit with the Town, cash or an irrevocable letter of credit from a Canadian Chartered Bank or Trust Company for an amount equal to the estimated fees and disbursements billed to the Town by its Engineers for services performed by its Engineers in connection with the subdivision, including water works, and covering the costs of administration, engineering and supervision. All such fees shall be as set out in the Schedule of Fees for Consulting Engineers Services recommended by the Association of Professional Engineers of Ontario.
- (b) Such deposit shall also include wages of the Town Inspector including overhead and shall be at the prevailing rate during the duration of construction.
- (c) Upon approval of the services herein required, the Town will supply the Owner with an accounting of the engineering, administration and inspection costs. The Town will repay any money left on deposit for this purpose.

7. REGIONAL INSPECTION

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

8. CONSTRUCTION OF SERVICES

The Owner agrees to construct and to pay the whole cost of such construction and materials required for all of the works referred to in Schedules "C", "D", "E", "F", "G", "H", "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 Owner shall show satisfactory proof to the Council, that the proposed contractors or subcontractors to, or with whom the Owner proposes to contract or subcontract 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 Owner shall, as a condition of such employment, be approved by the Town Engineer.

10. PERFORMANCE BOND

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

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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 conform with the specifications and directions and to the satisfaction of the Town Engineer.

12. STRIPPING TOPSOIL

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

13. STRIPPING AND TREE REMOVAL

(a) The Owner shall remove from all road allowances, any trees, brush, growth, or surplus, or any other material 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.

In the event of non removal within fourteen (14) days of written notice delivered to the Owner by the Town, the Town may cause the unkempt, diseased or infested trees, vines or bushes to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

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

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

14. ROUGH GRADING ROADS

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

15. CLEANING SEWERS AFTER ROAD CONSTRUCTION

Upon completion of paving of roads, the Town shall, after inspection and if it deems it necessary, at the expense of the Owner, clean the storm and sanitary sewers serving the lands described in Schedule "A" attached hereto.

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16. STORM SEWER

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

17. LOCAL IMPROVEMENT CHARGES

- (a) The Owner hereby agrees to commute and pay to the Town before the final approval of the said Plan of subdivision is requested, any and all frontage charges with respect to the existing local improvements assessed against such of the property shown on this plan, as may become non-assessable when the said plan is registered.
- (b) The Owner hereby agrees to commute and pay to the Town its share of the cost of cleaning the Big Creek Drain, as assessed against Parcel #926 as per the Notice of Assessment dated the 14th day of May, 1976. This contribution is referred to in clause 27 (j) of this agreement. The Owner further agrees that, at such time as the final assessment is levied for this project, to pay any additional amount pursuant to such final assessment.

18. EXPANSION AND RENEWAL FUND

The Owner shall pay the Town the sum of Eighteen Hundred Dollars (\$1,800.00) per gross acre for a total acreage of 14.3 acres being Twenty-five thousand, seven hundred forty dollars (\$25,740.00) for the purpose of expanding and renewing services within the Town limits.

19. SURFACE DRAINAGE PLAN

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

20. NATURAL DRAINS

The Owner shall not change or do any work that will prejudicially affect any natural watercourse or drainage ditch without making full and proper provisions to the satisfaction of the Town Engineer for the continuance of such drainage facilities. Any changes proposed by the Owner shall be subject to the approval of the Town Engineer, and if changes are permitted, the Owner shall nevertheless continue to be solely responsible for any damage caused thereto, and shall indemnify and save harmless the Town therefrom, and from any claims or costs arising out of such damage, including the Town's costs of defending or resisting such claims.

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21. HYDRO

The Owner 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 Owner shall deposit with the Treasurer an amount estimated to cover the cost thereof, unless otherwise satisfactory arrangements are made with Ontario Hydro.

22. REPLACING UTILITIES, ETC.

The Owner shall assume complete responsibility and make all necessary arrangements for the moving or disturbance of any water, sewer, hydro-electric, gas or telephone pipes, conduits, wires or pole lines, or any other public utility works as required or approved by the Town Engineer and shall be solely responsible for any damage caused to the said pipes, conduits, wires, pole lines, hydrants or other works, or any damage arising from such damage, and shall indemnify and save harmless the Town therefrom, and from any claims or costs arising out of such damage, including the Town's costs of defending or resisting such claims.

23. LIABILITY INSURANCE

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

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 Owner 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) Waterworks complete.

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- (iv) Roadways,
 - (a) of final design width;
 - (b) with a granular thickness of 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.

26. CASH DEPOSIT & LETTERS OF CREDIT

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

- (a) the Expansion & Renewal Impost (\$25,740.00);
- (b) the inspection and administration fees as set out in Clause 6 (\$12,000.00);
- (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 (\$90,000.00);
- (e) the cost of Haist Street improvements (\$1,320.00);
- (f) 5% in cash for parks purposes (\$35,500.00);
- (g) Local Improvement charges for outstanding sewer and water charges, Haist Street (\$950.40);
- (h) street signs, as set out in Schedule "H" (\$400.00);
- (i) water reservoir pump (\$2,500.00);
- (j) Big Creek Drain Assessment (\$104.32);
- (k) Contribution for deepening of sewers (\$267.29);
- (l) Contribution for Pancake Lane sanitary sewer improvements (\$1,089.66).

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 Owner the remainder of the cash deposit required hereunder. The Treasurer, after receipt of satisfactory securities shall, from and out of monies on deposit, pay firstly any engineering fees and maintenance costs still owing; secondly any arrears of taxes; thirdly the taxes for the current year whether levied or unlevied, based on the assessment applicable; and finally shall return the balance, if any, to the Owner.

Cont'd...

28. MAINTENANCE

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

29. 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 directions 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 Owner, issue a certificate so stating to the Owner. Upon the said certificate being issued, ownership of all the services referred to herein shall be vested in the Town.

30. TAXES

The Owner agrees 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 Owner further agrees that at such time as the said lands have been re-assessed, the Owner shall pay all current taxes as established by the re-assessment, or any additional amounts as thereby required.

31. MINISTRY OF NATURAL RESOURCES APPROVAL

The Town agrees that, at the request of the Owner, it will join with it to make the necessary applications to the Ministry of Natural Resources for approval of the Plans. The Owner agrees that development of lots 4, 5, 6, 7 and Block B 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.

32. LEGAL COSTS

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

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33. BUILDING PERMITS AND OCCUPANCY

- (a) The Owner agrees that unless otherwise determined by the Council, no building permit shall be issued nor any excavation or building commenced on any part of the lands described in Schedule "A" attached hereto, until all primary services are completed and operational.
- (b) The Owner agrees to insert a clause in all sale contracts and deeds to the effect that no person shall be permitted to occupy the dwelling on the lot concerned until the Building Inspector for the Town has certified by letter that such of the following services are applicable to the property, have been installed and are operating adequately to serve the dwelling; or in the case of telephone service are at least available to houses with 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, or in the case of telephone services, available within the subdivision.
- (c) Before building permits are issued on Lots 4, 5, and 6 and 7, an Engineer's Report outlining the stability of the slopes and method of handling drainage along the swale shall be submitted and approved by the Town of Pelham. The cost of such report will be borne by the developer.

34. BUILDING RESTRICTIONS

The Owner shall cause to be registered against all lots in the Plan, Deed Restrictions and Restrictive Covenants outlined in Schedule "M" attached to this agreement.

35. INDEMNIFICATION

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

36. SCHEDULES

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

37. COVENANTS TO RUN WITH THE LAND

The Owner and the Town acknowledge and agree that it is their intent that all the terms, conditions and covenants contained in this Agreement shall be covenants that run with the land and that the burden of such covenants shall be binding upon the Owner, its assigns and successors in title and owners from time to time of the lands described

Cont'd...

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 assigns 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 20 (Surface Drainage Plan) which shall be in perpetuity.

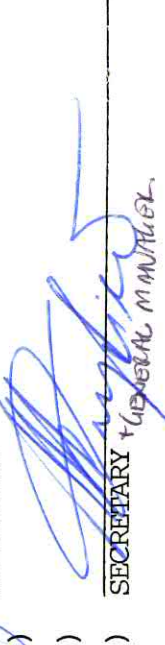
38. PAYMENT FOR IMPROVEMENTS TO EXISTING ROADS

Some of the land described in Schedule "M" attached hereto abuts the existing travelled road allowance of Haist Street. The Owner shall be required to pay to the Town in cash One thousand three hundred twenty dollars (\$1,320.00) being a portion of the cost of improvements to Haist Street.

39. RECOMMENDATION TO THE MINISTER

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

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

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE TOWN OF PELHAM
- In the presence of -	)	
	)	 MAYOR
	)	
	)	 CLERK
	)	
	)	OVERLAND DEVELOPMENTS LTD.
	)	 PRESIDENT
	)	
	)	 SECRETARY + LEGAL MANAGER
	)	

SCHEDULE

"A"

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

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara, formerly in the County of Welland and Province of Ontario, and being composed of Part of Lot 3, in the Eighth Concession of the former Township of Pelham containing by admeasurement 14.434 acres be the same more or less and which said parcel may be more particularly described as follows:

COMMENCING at the northwest angle of Lot 40 according to the Haist Plan Extension #4 registered in the Registry Office for the Registry Division of the County of Welland as Plan #24;

THENCE South 1 degree 19 minutes and 20 seconds East in the Westerly limit of said Plan #24 a distance of 260.06 feet to an angle therein;

THENCE South 79 degrees 47 minutes West continuing in the said limit a distance of 60.69 feet to an angle therein;

THENCE South 11 degrees 55 minutes West continuing in the said limit a distance of 174.08 feet to an angle therein;

THENCE South 1 degree 22 minutes East continuing in the said limit a distance of 66.01 feet to the southwest angle of Envoy Street as shown on the said plan;

THENCE South 89 degrees 25 minutes East in the southerly limit of Envoy Street a distance of 80.0 feet to its intersection with the westerly limit of the Haist Plan Extension #1 registered in the Registry Office for the Registry Division of the County of Welland in Plan #20;

THENCE South 1 degree 28 minutes and 30 seconds East in the said Westerly limit a distance of 306.0 feet to an angle therein;

THENCE South 1 degree 19 minutes East continuing in the said limit a distance of 150.19 feet to its intersection with the northerly limit of the Haist Plan Extension #2 registered in the Registry Office for the Registry Division of the County of Welland as Plan #21;

THENCE South 51 degrees 12 minutes and 50 seconds West in the said northerly limit a distance of 380.10 feet to an angle therein;

THENCE South 46 degrees 18 minutes and 50 seconds West continuing in the said limit a distance of 307.82 feet to a point;

THENCE North 1 degree 19 minutes and 50 seconds West a distance of 92.70 feet to a point.

THENCE North 38 degrees 39 minutes and 50 seconds East a distance of 136.85 feet to a point; ..

SCHEDULE

"A" (Cont'd)

THENCE North 0 degrees 49 minutes and 10 seconds West a distance of 804.83 feet to a point;

THENCE South 88 degrees 33 minutes and 10 seconds West a distance of 95.0 feet to a point;

THENCE North 1 degree 17 minutes and 50 seconds West a distance of 479.50 feet to a point in the southerly limit of a given road known as Canboro Road also known as Regional Road #63;

THENCE North 64 degrees 47 minutes East in the southerly limit of the said road a distance of 525.70 feet to a point;

THENCE South 25 degrees 13 minutes East a distance of 115.0 feet to a point;

THENCE South 64 degrees 47 minutes West a distance of 60.0 feet to a point;

THENCE South 26 degrees 07 minutes and 20 seconds East a distance of 181.11 feet more or less to the point of commencement.

PREMISING the Southerly limit of Envoy Street as shown on the said Registered Plan #24 has a bearing of North 89 degrees 25 minutes West all bearings herein being related thereto.

Now being described as in the Town of Pelham, in the Regional Municipality of Niagara being

Firstly, Lot 35 according to Registered Plan 20, for the Township of Pelham now known as Plan No. 707, and designated as Part 2 on a Plan of Survey of Record in the Land Registry Office - Land Titles Division of Niagara South (No. 59) at Welland as 59R-1665.

Secondly, Lot 37, according to Registered Plan 24, for the said Township now known as Plan 711, and designated as Part 3, on said Plan 59R-1665.

Thirdly, That part of lot 3, Concession 8, for the original Township of Pelham, and designated as Part 1 on said plan 59R-1665.

SCHEDULE

"B"

TRANSFER TO THE TOWN FOR PUBLIC PURPOSES

OTHER THAN ROADS

Easements.

KERRY T. HOWE (NIAGARA) LIMITED

ONTARIO LAND SURVEYORS



KERRY T. HOWE, O.L.S.
JOHN F. MANTLE, O.L.S.
GERALD F. STEELE, O.L.S.

99 MERRITT STREET
ST. CATHARINES, ONTARIO
L2T 1J7

TELEPHONE 227-7431

WILLIAM PETRUK
BUSINESS ADMINISTRATOR

June 16, 1976.

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the County of Welland and Province of Ontario and being composed of Part of Lot 3 in the Eighth Concession of the former Township of Pelham and designated as Part I according to a plan registered in the Registry Office for the Registry Division of Niagara South as Plan 59R-1652.

JFM/kr

Inst. Mr. Dick Hodge
7155

A handwritten signature in dark ink, appearing to read "John F. Mantle".

John F. Mantle
Ontario Land Surveyor



KERRY T. HOWE (NIAGARA) LIMITED

ONTARIO LAND SURVEYORS

KERRY T. HOWE, O.L.S.
JOHN F. MANTLE, O.L.S.
GERALD F. STEELE, O.L.S.

99 MERRITT STREET
ST. CATHARINES, ONTARIO
L2T 1J7

TELEPHONE 227-7431
WILLIAM PETRUK
BUSINESS ADMINISTRATOR

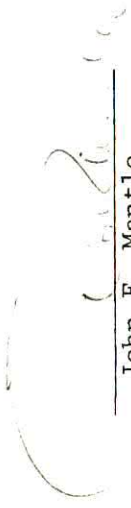
July 16, 1976.

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham, in the Regional Municipality of Niagara, formerly in the County of Welland and Province of Ontario and being composed of Part of Lot 3 in the Eighth Concession of the former Township of Pelham and Part of Lot 4 according to a plan registered in the Registry Office for the Registry Division of the County of Welland as Plan No. 21 now known as Plan 708 and designated as Parts 1, 2, 3 and 4 according to a plan registered in the Registry Office for the Registry Division of Niagara South as Plan No. 59R-1653.

JFM/kr

Inst. Mr. Dick Hodge
7155


John F. Mantle

Ontario Land Surveyor

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 Owner shall be required to provide in some manner, either itself 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 Owner will be required to provide reasonable dust control as determined by the Town Engineer during the period of road usage prior to the placing of the asphalt surface.

SCHEDULE

"D"

SANITARY SEWERS

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

SPECIFICATIONS

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

SCHEDULE

" E "

STORM SEWERS AND SURFACE DRAINAGE

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

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 catch basins as per the current Town Standards. Standard catch basins shall be installed to drain the base roads.

All drainage swales and ditches shall be suitably graded with erosion protection provided by sodding the sides and bottoms.

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

SPECIFICATIONS

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by Glenn E. Barr Associates Limited and on file in the Municipal Office. The approved engineering drawings will receive Town approval when signed, approved and accepted by the Town Engineer.

SCHEDULE

"F"

WATERMAINS

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

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

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

SPECIFICATIONS

The watermains will be constructed in accordance with engineering contract drawings to be filed in the Municipal Office. The approved engineering drawings will receive Town approval when signed, approved and accepted by the Town Engineer.

SCHEDULE

" G "

STREET LIGHTING AND UNDERGROUND WIRING

The Owner 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 Owner shall deposit Four Hundred Dollars (\$400.00) for street signs within the development which is to be used towards the cost of supply and erection of the street signs by the Town. The actual cost of supply and erection of the signs shall be borne by the Owner. The signs shall conform to the present Town standard street sign being used by the Town.

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

Vinemount Drive - east side only
Concord Street - north 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 receive Town approval when signed, approved and accepted by the Town Engineer.

SCHEDULE

" I "

TELEPHONE SERVICE AND CABLE TELEVISION SERVICE

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

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

SCHEDULE

" J "

TREES AND SEEDING

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

The type and location of trees 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 Owner 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.

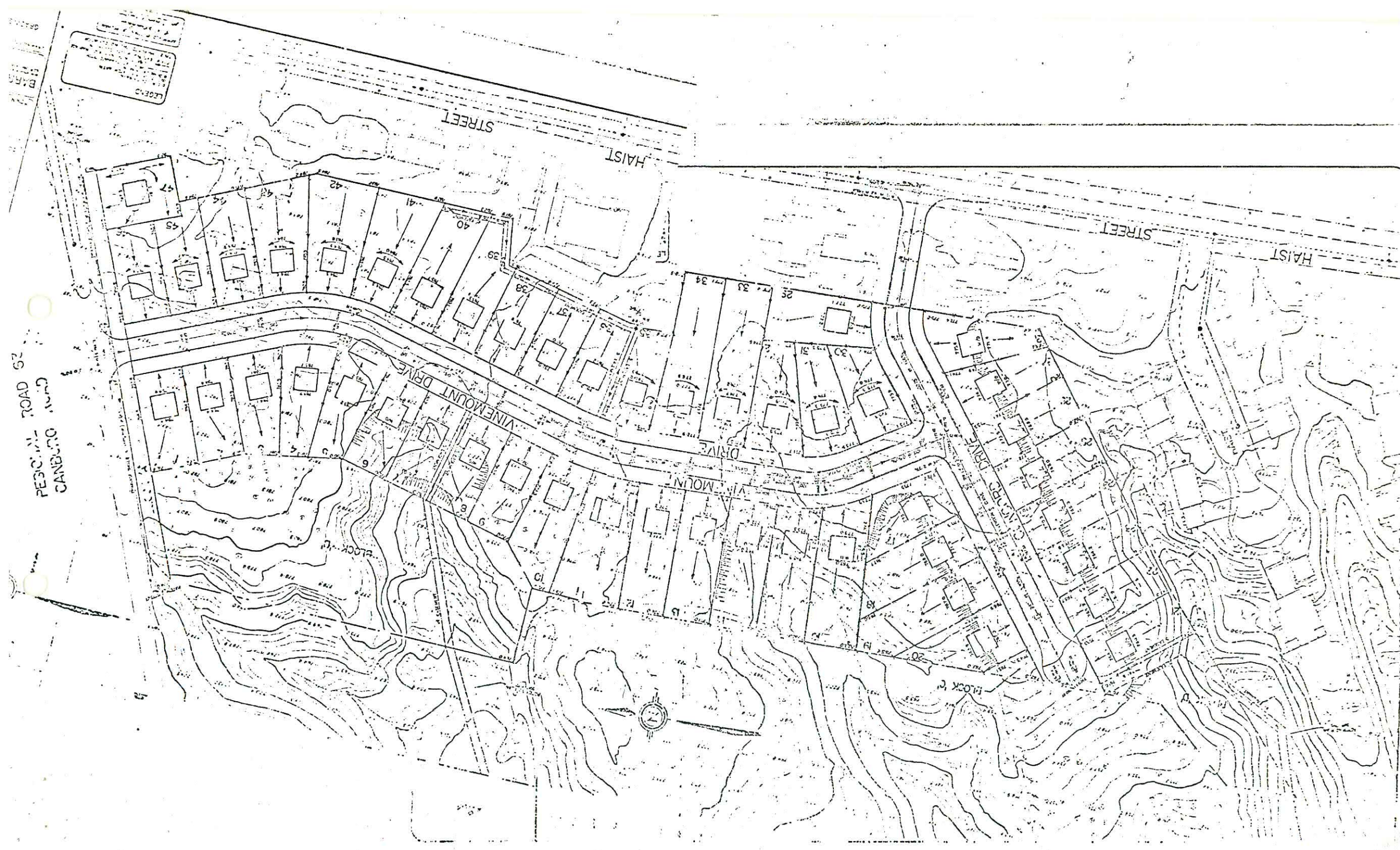
SEEDING AND/OR SODDING

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 Owner 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
"K"

LOT DRAINAGE PLAN

See Attached.



SCHEDULE

" L "

ENVIRONMENTAL CONDITIONS

The Owner agrees that prior to initiating any grading or construction on the site it 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 Owner further agrees to carry out, or to cause to be carried out, the works and proposals in the engineering and drainage report.

SCHEDULE

" M "

BUILDING RESTRICTIONS

The Owner 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 herin 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.

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.

SCHEDULE

.....M.....

BUILDING RESTRICTIONS (CONT'D)

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 Resource.

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.

The Owner shall cause to be registered against the lots in the subdivision (as indicated below) the Deed Restrictions and Restrictive Covenants outlined below:

The Purchaser of Lots 4,5,6,7 or Block B agrees that no foundation bearing surface shall extend above any imaginary line rising upwards at a slope of 1 vertical to 3 horizontal from the adjacent surfaces of the undisturbed ground without prior approval of the Niagara Peninsula Conservation Authority.

The Purchasers of Lots 1 & Lots 46 agree that these lots will have access for a driveway only onto Vinemount Drive, as shown on the proposed Vinemount Subdivision Plan and such lots will not have access onto Regional Road No.63 also known as Canboro Road for any purposes whatsoever.

SCHEDULE

" N "

DEFERRED SERVICING AREA

It is recognized that Block "B" will not be serviced at this time. When it is possible and practical to service this Block the developer of the Block will enter into a site plan agreement with the municipality, which shall include a clause stating that no building construction shall commence on Block "B" until the final grading plan for this block has been approved by the Niagara Peninsula Conservation Authority. This agreement will also require the construction of a watermain and sidewalk, which is being deferred at this time, across the Canboro Road frontage of the Block.

DATED: JULY 19, 1976

OVERLAND DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE TOWN OF
PELHAM

APPLICATION TO REGISTER NOTICE OF
AGREEMENT

No. **LT-6668**

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

at 12.16 P.M. 16 May 1977
(DATE)

and entered in Parcel Plan 1

Section M-48

Welland, Ont. R. G. Lawrence
Dep. LAND REGISTRAR

BROOKS, MACFARLANE
Barristers and Solicitors
76 Division Street
Welland, Ontario

11.00 Sam