

SITE PLAN AGREEMENT
U. LUCCHETTA CONSTRUCTION LTD.
1535 HAIST STREET

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THIS AGREEMENT made this 4 day of April, 2016 A.D.

BETWEEN:

U. LUCCHETTA CONSTRUCTION LTD.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

AND WHEREAS the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

AND WHEREAS the Owner is looking forward to develop the parcel to a commercial use in accordance with Schedule 'B' attached hereto, being a Site Plan filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) **CHIEF BUILDING OFFICIAL** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **CLERK** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **COUNCIL** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES** shall mean the Director of Community Planning and Development Services of the Corporation of the Town of Pelham.
- (e) **DIRECTOR OF CORPORATE SERVICES** shall mean the Director of Financial Services of the Corporation of the Town of Pelham.
- (f) **DIRECTOR OF PUBLIC WORKS** shall mean the Director of Public Works of the Corporation of the Town of Pelham.
- (g) **FACILITIES AND WORKS** shall mean and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.
- (h) **LANDS** shall mean the lands described in Schedule 'A' attached hereto.

- (i) **PROFESSIONAL ENGINEER** shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.

2. GENERAL PROVISIONS

- (a) The Owner shall develop and maintain the Lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.
- (b) The Owner shall perform any and all construction and installation on the Lands in accordance with the terms and conditions contained herein and as shown on Schedule 'B' attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (c) The Owner shall not perform any construction or installation on the Lands except in accordance with the terms and conditions contained herein and shown on said Schedule 'B' attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (d) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
- (e) The Owner grants to the Town, its servants, agents, and assigns permission to enter upon the Lands for the purpose of inspection of any Facilities and Works referred to in this Agreement and for the purpose of the completion of any Facilities and Works in accordance with this Clause and this Agreement.
- (f) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance, or existence of any Facilities and Works done by the Owner, its contractors, servants or agents on the Lands or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required Facilities and Works in accordance with this clause and this Agreement.
- (g) The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant, and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.

3. GRADING

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed Plan for the site, said Plan to clearly indicate the existing drainage pattern on all adjacent Lands originally flowing through, into, or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Public Works. This Plan, attached hereto as Schedule 'D', shall be approved by the Director of Public Works prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Public Works.
- (b) The Owner shall submit, upon completion of Facilities and Works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule 'D' to this Agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building

Permit is issued for the construction of the buildings contemplated herein on the said Lands.

- (d) The Owner shall provide his Design Engineer's verification that all grading, drainage, and servicing provisions have been installed in conformance with the approved Site Servicing Plan, prepared by Upper Canada Consultants, dated February 18, 2016, attached hereto as Schedule 'D'. The Owner shall provide a copy of the Design Engineer's verification to the Town.

4. SANITARY SYSTEM

- (a) The Owner shall at its own expense and forever maintain all necessary sanitary sewer connections necessary to serve the development; and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.

5. WATER SUPPLY

- (a) The Owner shall, at its own expense, forever maintain all necessary connections and all internal water supply services necessary to serve the development.
- (b) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall **ONLY** be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.
- (c) The Owner shall comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water Act* and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.
- (d) All services within the subject lands shall be designed and constructed in accordance with Town standards.
- (e) The commissioning of the internal water supply system shall be in accordance with Town requirements.

6. STORM SEWER SYSTEM

- (a) The Owner undertakes the installation, repair, and forever maintenance the private storm water system as identified in the Site Servicing Plan, prepared by Upper Canada Consultants, dated February 18, 2016, attached hereto as Schedule 'D', and approved by the Director of Public Works.

7. ROADS AND ACCESS

- (a) The Owner shall, at its own expense, prior to construction taking place within a Town Road Allowance, obtain a Town Temporary Works Permit from the Public Works Department.
- (b) The Owner shall, at its own expense, restore any curb cuts and/or reinstate with topsoil and nursery sod the boulevards within the Town Road Allowance to Town standards.
- (c) The Owner shall locate all private signs within the Owner's Lands. A Town Sign permit must be obtained from the By-law Enforcement Division, Department of Fire and Protection Services.

8. FIRE

- (a) During construction, the contractor shall provide sufficient fire breaks.

- (b) The Owner shall submit a request to the Department of Fire and Protection Services to designate through a municipal by-law a fire access route on the property, providing a drawing illustrating the fire route's compliance with sections 3.2.5.4, 3.2.5.5, and 3.2.5.6 of the Ontario Building Code and post the necessary 'no parking' signs on both sides of the access road. The Owner shall agree to allow the Department of Public Works access onto its lands for the purpose of testing fire hydrants.

9. ENBRIDGE GAS

- (a) The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea80@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, Silva cells and/or soil trenches) and/or asphalt paving.
- (b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
- (c) Easement(s) are required to service this development and any future adjacent developments. The Owner will provide all easement (s) to Enbridge Gas Distribution at no cost.
- (d) In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea80@enbridge.com.

10. LANDSCAPING AND TREES

- (a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved Landscape Plan prepared by Donald Martin Landscape Architect, dated February 20, 2016, attached hereto as Schedule 'E'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning and Development Services.
- (b) Unless otherwise approved or required by the Town, the Owner shall not remove trees or other vegetation from the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.
- (c) The Owner shall implement the Tree Preservation Plan and the tree protection measures outlined in the Tree Preservation Plan by L. Campbell & Associates, dated June 23, 2008, and updated by Donald Martin, Landscape Architect, dated November 2, 2015.
- (d) The Owner shall provide to the Director of Community Planning and Development upon completion of the development a confirmation letter from Donald Martin, Landscape Architect, that the Tree Preservation Plan and the tree protection measures were implemented.
- (e) The Owner shall provide a 1.82 metre solid wood fence along the lot line of the boundary between the subject lands and 1541 and 1545 Haist Street. This fence shall be built after the servicing of the site is completed and before construction of any homes takes place with the exception of any model homes built at the start of the project, said

fence shall be in accordance with the approved Landscape Plan prepared by Donald Martin Landscape Architect, dated February 20, 2016, attached hereto as Schedule 'E'.

- (f) The Owner shall agree to complement the requirements of the MNRF permit (GU-C-004-13), as amended, as it relates to the protection and maintenance of the species at risk and the planting and monitoring program of the trees to be planted.

11. GARBAGE DISPOSAL

- (a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse.

If it is the intention of the Owner to provide for Regional solid waste collection services within the proposed development, the Owner shall comply with the Niagara Region Waste Collections Policies.

12. FLOODLIGHTING

- (a) The Owner shall, at its own expense, provide exterior lighting in accordance with the Plan prepared by DaTom Group Ltd., dated July 13, 2015, attached hereto as Schedule 'F'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning and Development Services.

13. PARKING, CURBING, DRIVEWAYS AND SIDEWALKS

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved parking and driveway areas acceptable to the Town.

14. CANADA POST

- (a) The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will indicate these locations on the appropriate servicing plans.
- (b) The Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
- (c) The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
- (d) The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- (e) The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: any required walkway across the boulevard, per municipal standards; any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications); and, a Community Mailbox concrete base pad per Canada Post specifications.

15. NIAGARA PENINSULA CONSERVATION AUTHORITY

- (a) That prior to construction of the storm sewer outfall, the Owner shall obtain an NPCA permit in accordance with Ontario Regulation 155/06 (as amended).
- (b) That a Tree Saving Plan be submitted and approved in accordance with Regional Policy 7.B.1.19 to the satisfaction of the NPCA.
- (c) That the area between the structural setback and stable top of slope, as shown on Schedule 'B', shall be left in a natural state.
- (d) That a continuous 1.5 to 1.8 metre high chain link fence be constructed along the 7.5 metre 'Work Limit Fence' line indicated on the Site Plan drawing 0510SP and as shown on Figure 4 within the EIS.
- (e) Units 35 and 36 are not to be built upon until such time that the American Chestnut tree can legally be removed from the property in accordance with approvals from the Ministry of Natural Resources and Forestry.
- (f) The NPCA requires that stormwater runoff be treated to an enhanced standard prior to discharge from the site.
- (g) The NPCA requires that all post development peak stormwater flows be attenuated to pre-development levels for up to and including the 100 year return period design storm event prior to discharge from the site.
- (h) Due to the fact that this development is located in a groundwater recharge zone of Twelve Mile Creek, the NPCA will require that all post development stormwater runoff volumes be attenuated to pre-development levels.
- (i) Prior to construction activity, silt fencing shall be erected along the area identified as 'Recommended Perimeter Fencing' on Figure 4 within the EIS.
- (j) Prior to construction activity, protective fencing shall be installed along the 7.5 metre buffer from the top-of-bank as shown on the Site Plan ("Work Limit Fence") to prevent construction activities from encroaching within this area. No machinery, fill or other materials are to be placed within the "Work Limit Fence" installed as indicated on the Site Plan.
- (k) Permanent signs should be posted along the fencing with information regarding the Nature Conservancy of Canada (NCC) Lathrop property to include permitted and non-permitted uses, access locations, and ecological sensitivity/importance of the area.
- (l) The Owner agrees to revegetate disturbed areas immediately following construction. If construction activity is completed during the late fall or winter months, erosion protection measures should be employed and the disturbed areas vegetated as soon as possible in the spring.

16. BUILDING AND SERVICES

The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

17. ADMINISTRATIVE AND CONSULTING COSTS

The Owner shall pay the Town's reasonable costs in connection with this Agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

18. DEPOSIT FOR FACILITIES AND WORKS

(a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to the lesser of:

- i. 20 % of the estimated cost of completing the Facilities and Works;
or
- ii. \$60,000.00.

The parties have calculated that the estimated cost for completion to be Nine Hundred Sixty-Two Thousand Seven Hundred and Forty-Three Dollars and Seventy- Five Cents (**\$962 743.75**) excluding taxes as set out in Schedule 'G' attached hereto and forming part of this Agreement. Therefore, security in the amount of Sixty Thousand (**\$60 000.00**) shall be provided to the Town.

- (b) The deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.
- (c) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's Qualified Designer or Professional Engineer, or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.
- (d) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the Facilities and Works attached hereto as Schedule 'H' required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.
- (e) The release of the deposit by the Town does not release the Owner from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.
- (f) The Owner agrees that all of the Facilities and Works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition.

19. DEFAULT

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (a) Enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- (b) Make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (c) Retain any sum of money heretofore paid by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- (d) Bring action to compel specific performance of all or any part of this Agreement for damages; and
- (e) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

20. COVENANTS

The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said Lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the Lands to and for the Town, its successors and assigns.

21. REGISTRATION

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

22. OBLIGATION

This Agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said Lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this Agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this Agreement or any negligence of any such person in the performance of the said obligation.

23. BUILDING PERMIT

Notwithstanding any of the provisions of this Agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a Building Permit

required pursuant to the terms of the Agreement or at the time of the execution of this Agreement, whichever is applicable.

24. PLANS

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

25. NOTICES

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at: Clerk
Town of Pelham
P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

To the Owner at: U. Lucchetta Construction Ltd.
402 Rice Road
Welland, ON L3C 2V8

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section 21. Any notice delivered to the party to whom it is addressed in this Section 21 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

26. SCHEDULES

The originals of the plans set out in Schedule 'B', 'C', 'D', 'E' and 'F' are available at the offices of the Town at the address set out in Section 21.

27. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

WITNESS

U. LUCCHETTA CONSTRUCTION LTD.

Julie Hannah
(printed name)

ROBERT LUCCHETTA
(printed name)

Julie Hannah
(signature)

[Signature]
(signature)

April 5, 2016
(date)

APRIL 5, 2016
(date)

Corporation

☒ I have the authority to bind the

THE CORPORATION OF THE TOWN OF
PELHAM

[Signature]
Mayor Dave Augustyn

[Signature]
Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

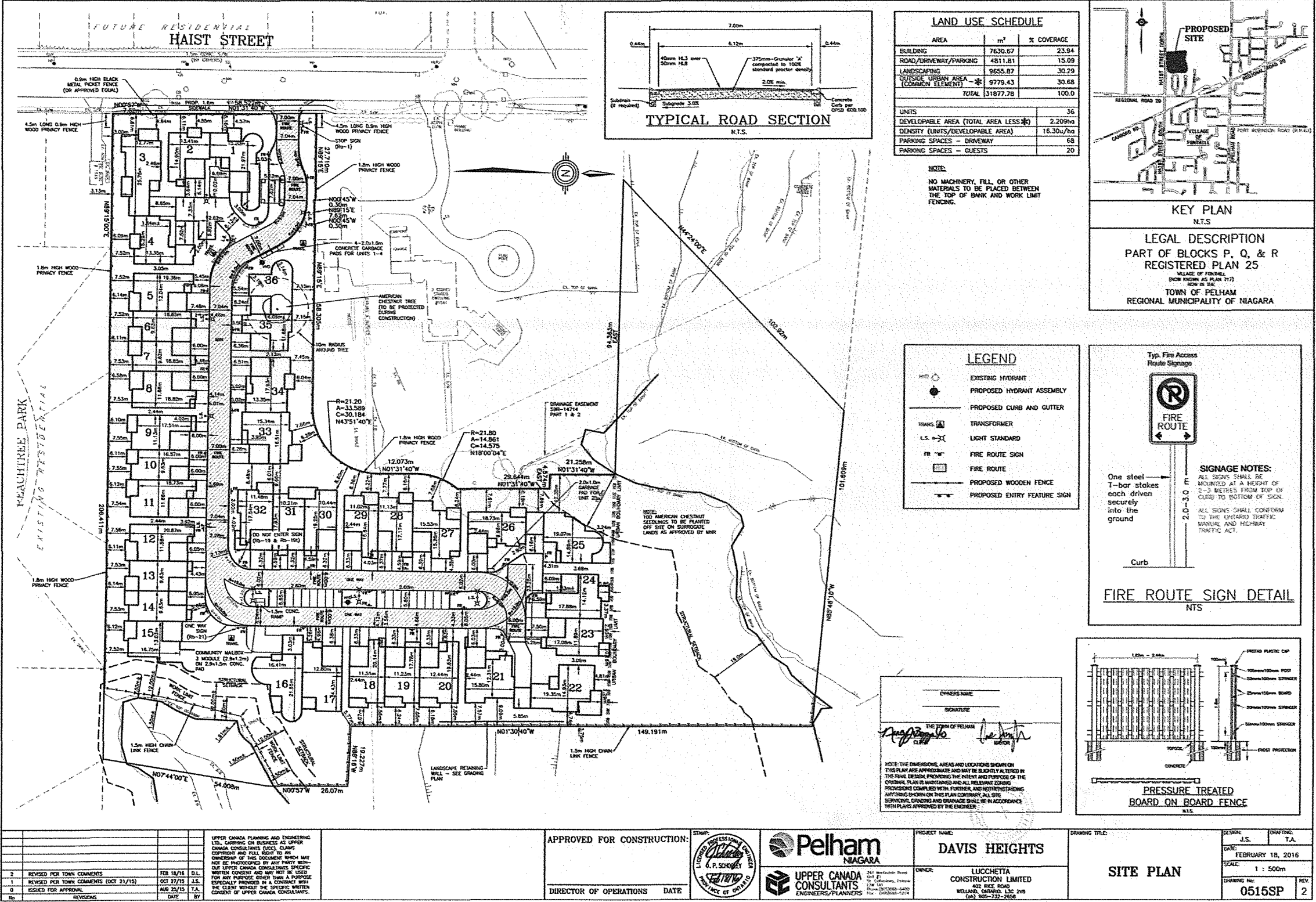
PIN 64065-0315 (LT)

Block Q and Part of Blocks P and R Plan 717, Part 1, 59R-12597, Except Parts 1 & 2, 59R-13120; Together with an Easement over Part Blocks P & Q Plan 717, Being Part 2 on 59R-14638 as in SN392407; Together with an Easement over Part Blocks P & Q Plan 717, Being Part 4 on 59R-14638 as in SN392408; Town of Pelham

SCHEDULE 'B'

SITE PLAN

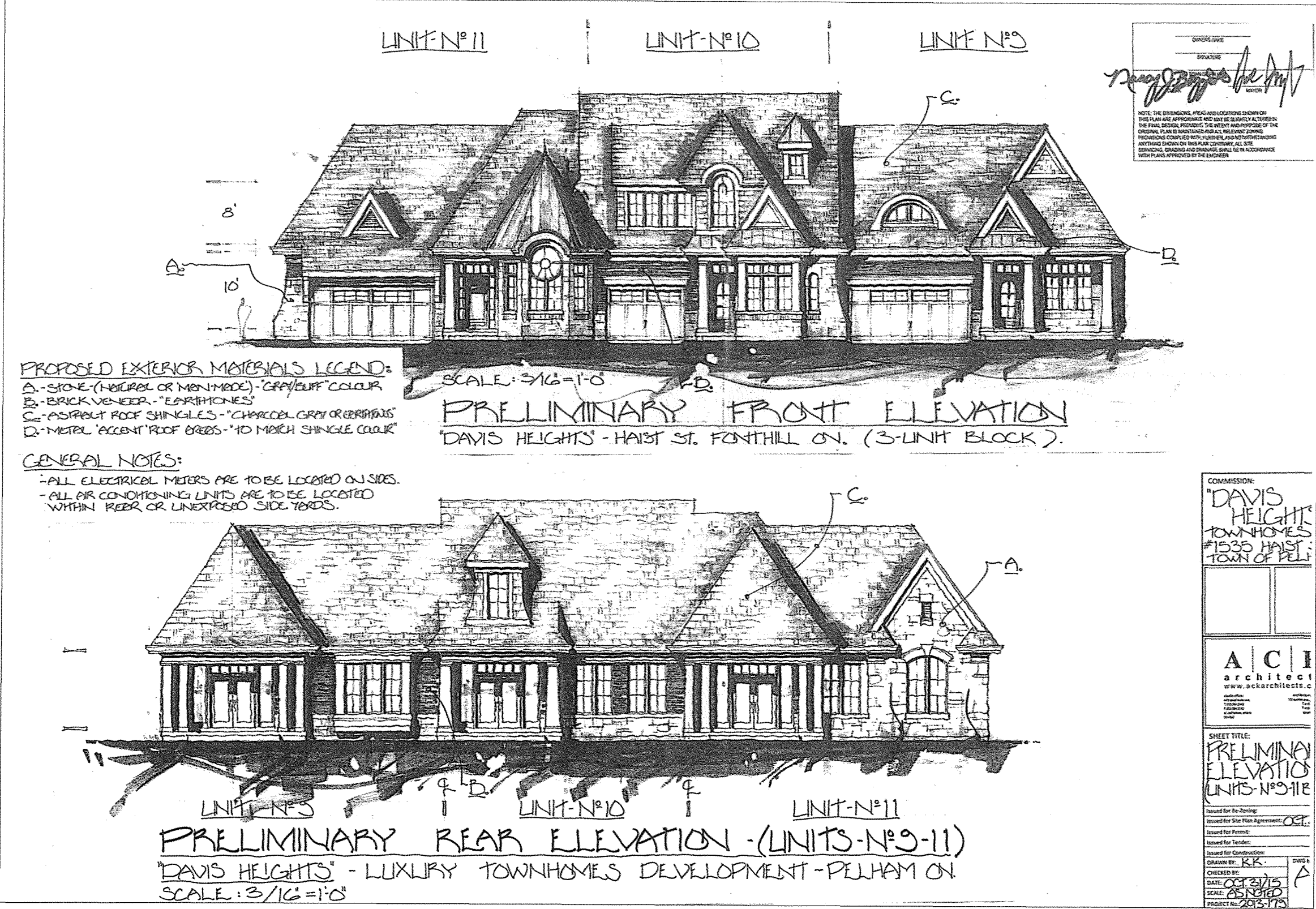
Site Plan, 0515SP, prepared by Upper Canada Consultants, dated February 18, 2016.

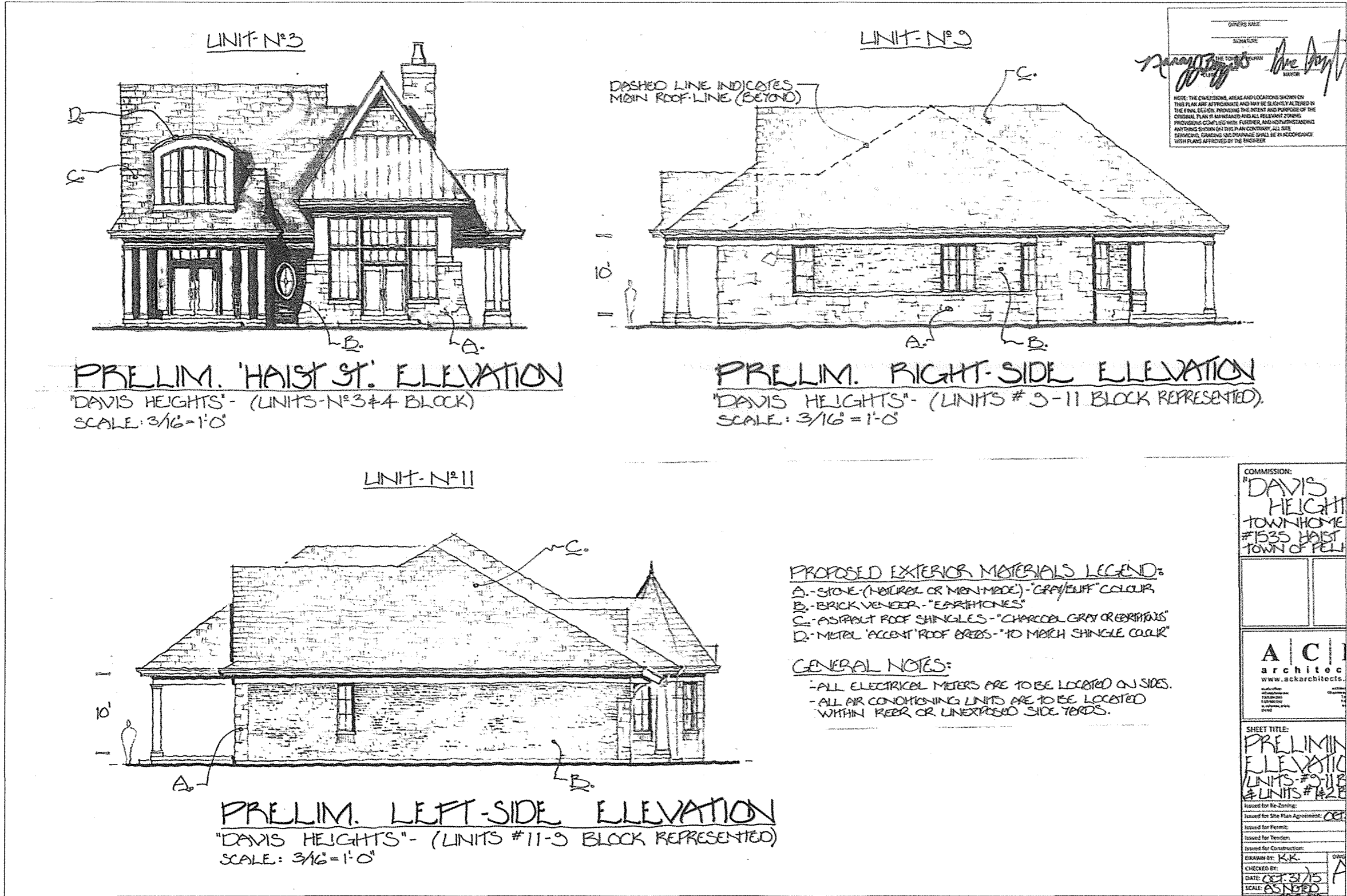


SCHEDULE 'C'
ELEVATIONS

Preliminary Haist Street Elevation, A1, prepared by ACK Architects, dated October 31, 2015.



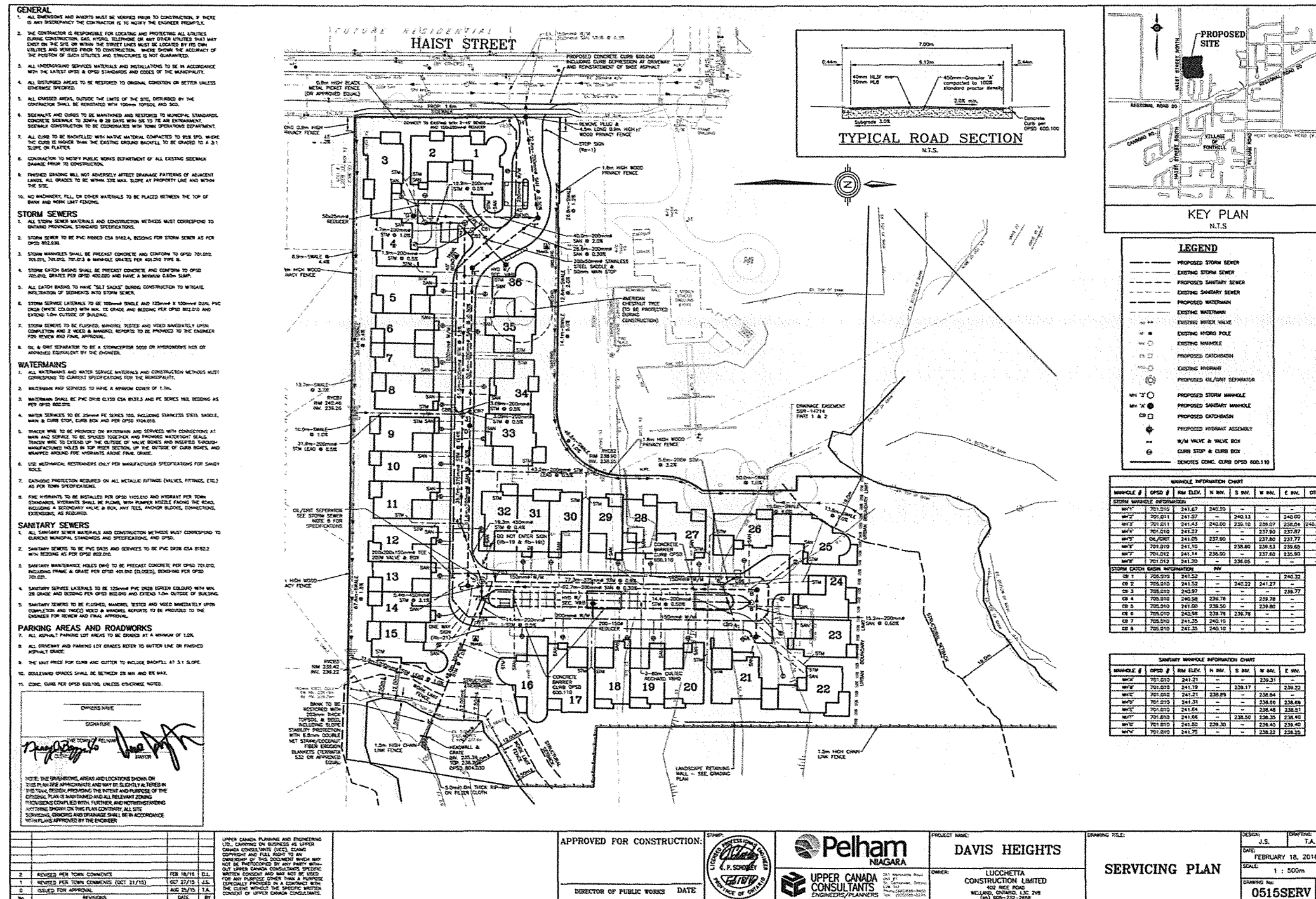




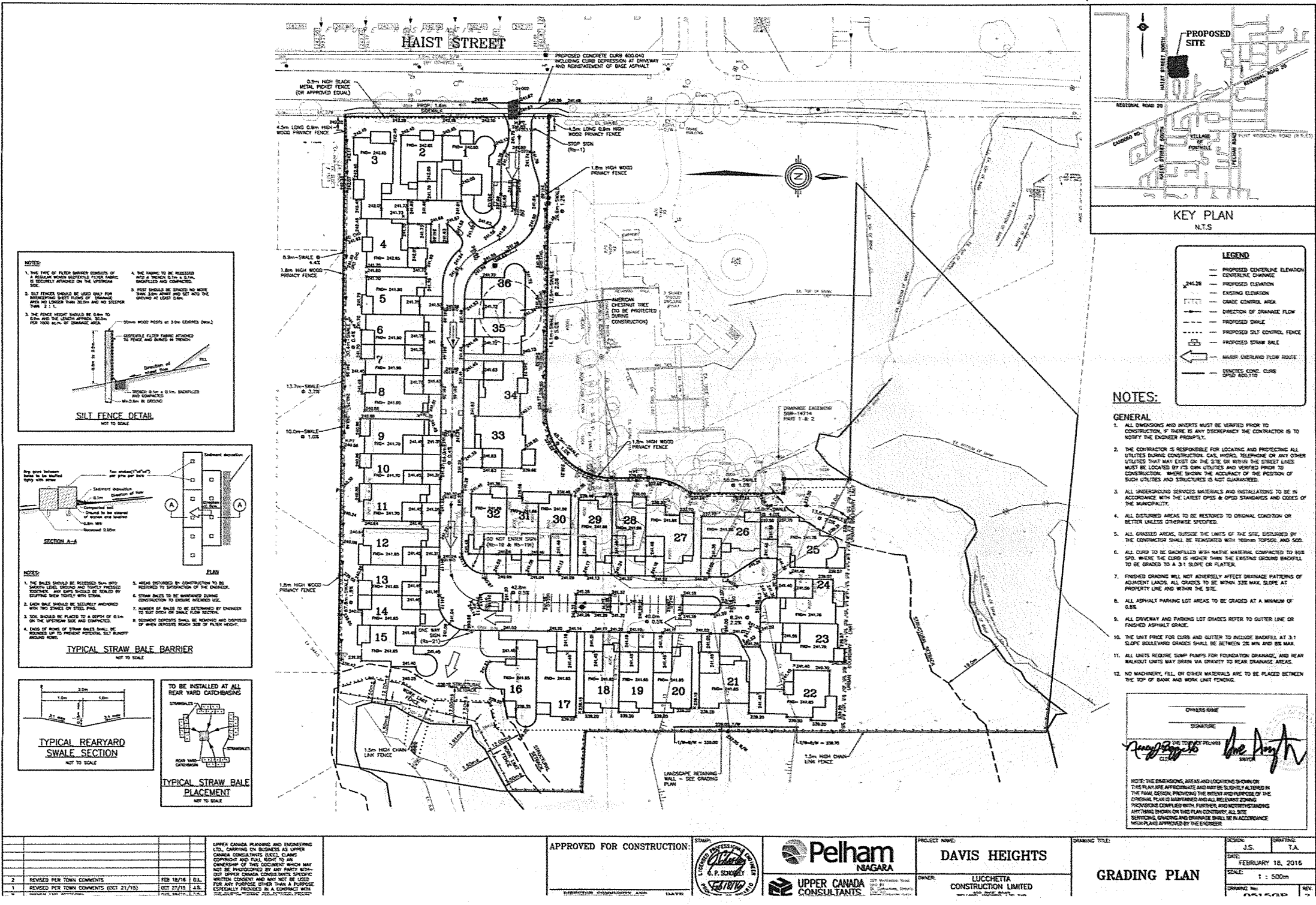
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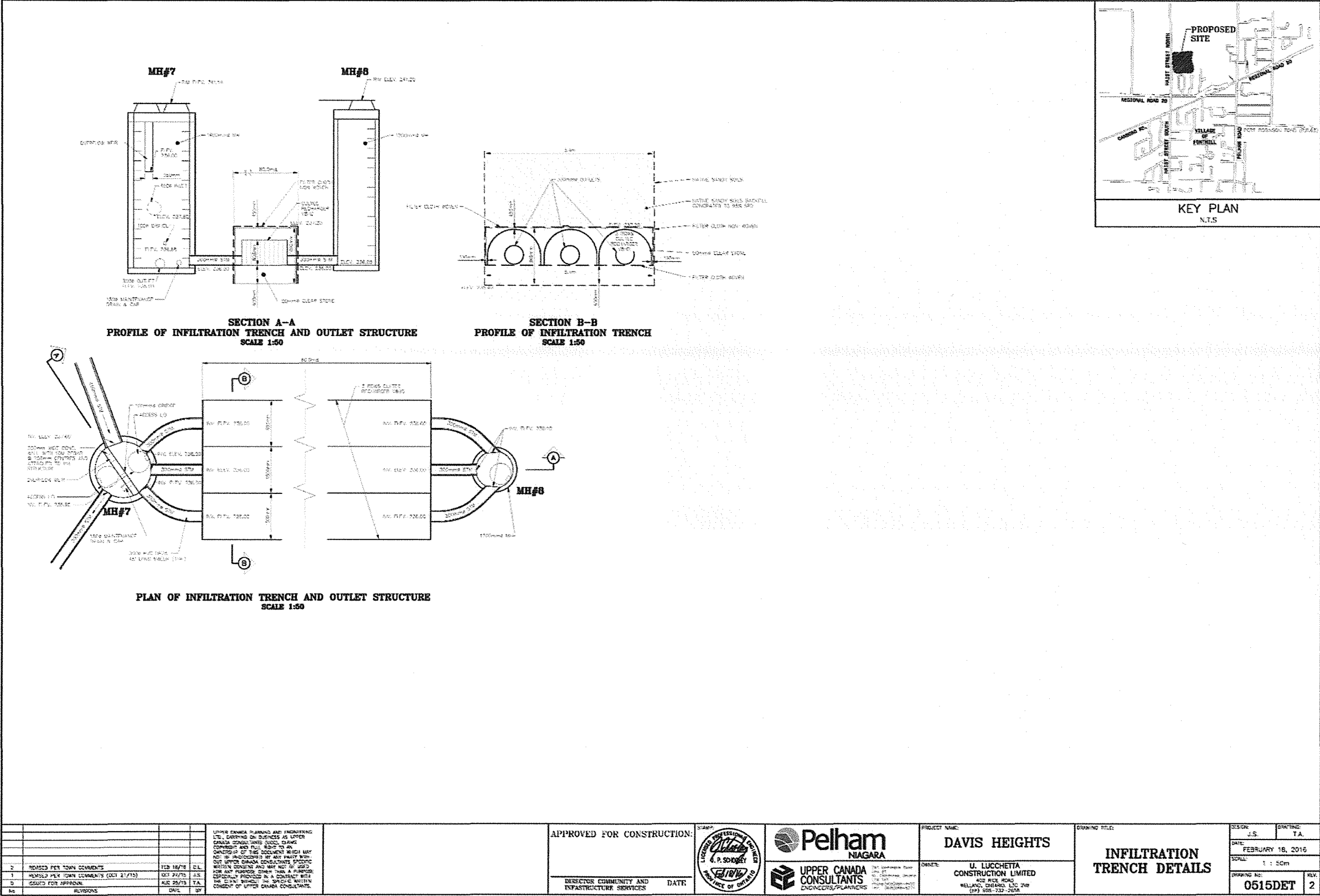
SITE SERVICING PLANS

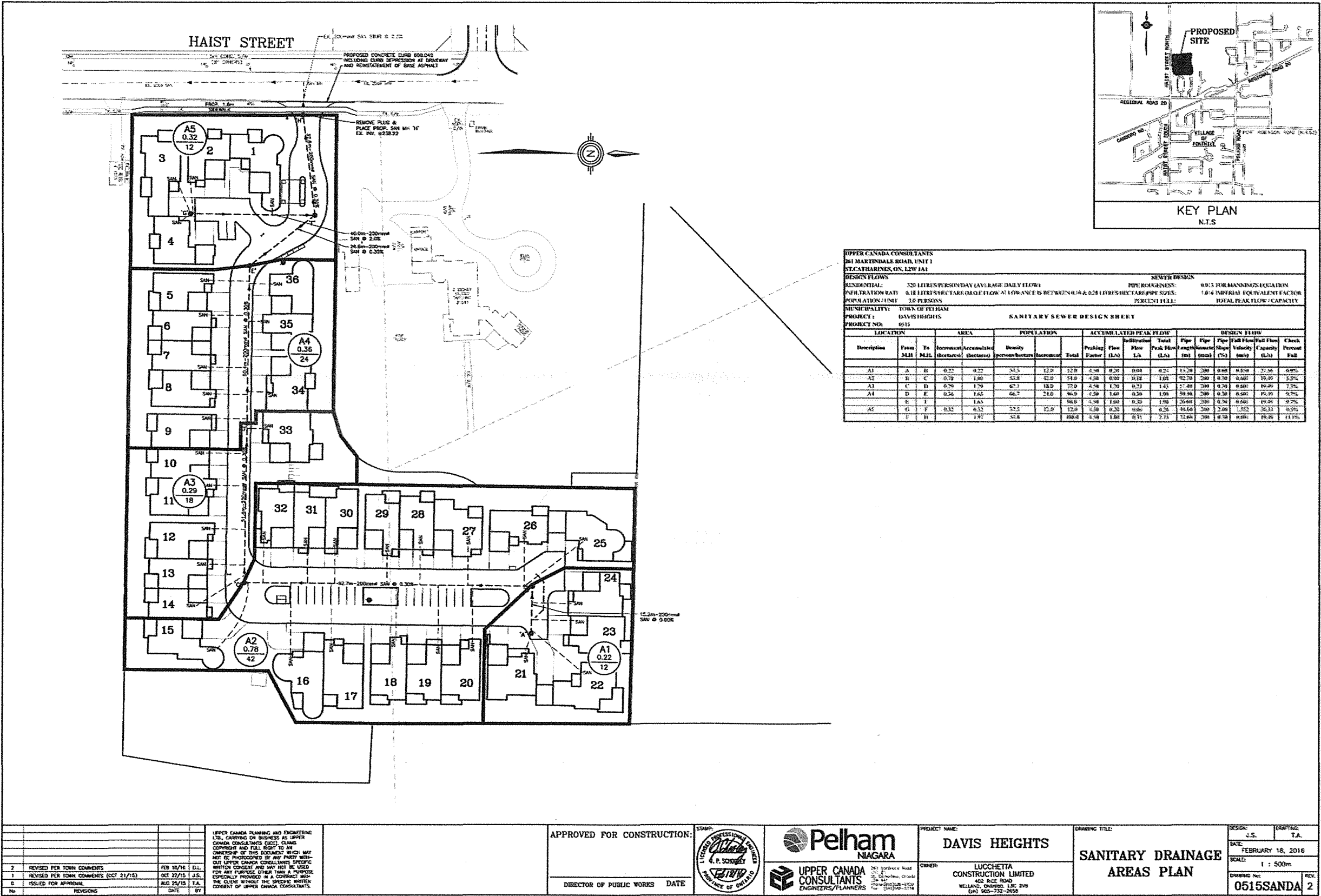
Servicing Plan, 0515SERV, prepared by Upper Canada Consultants, dated February 18, 2016.



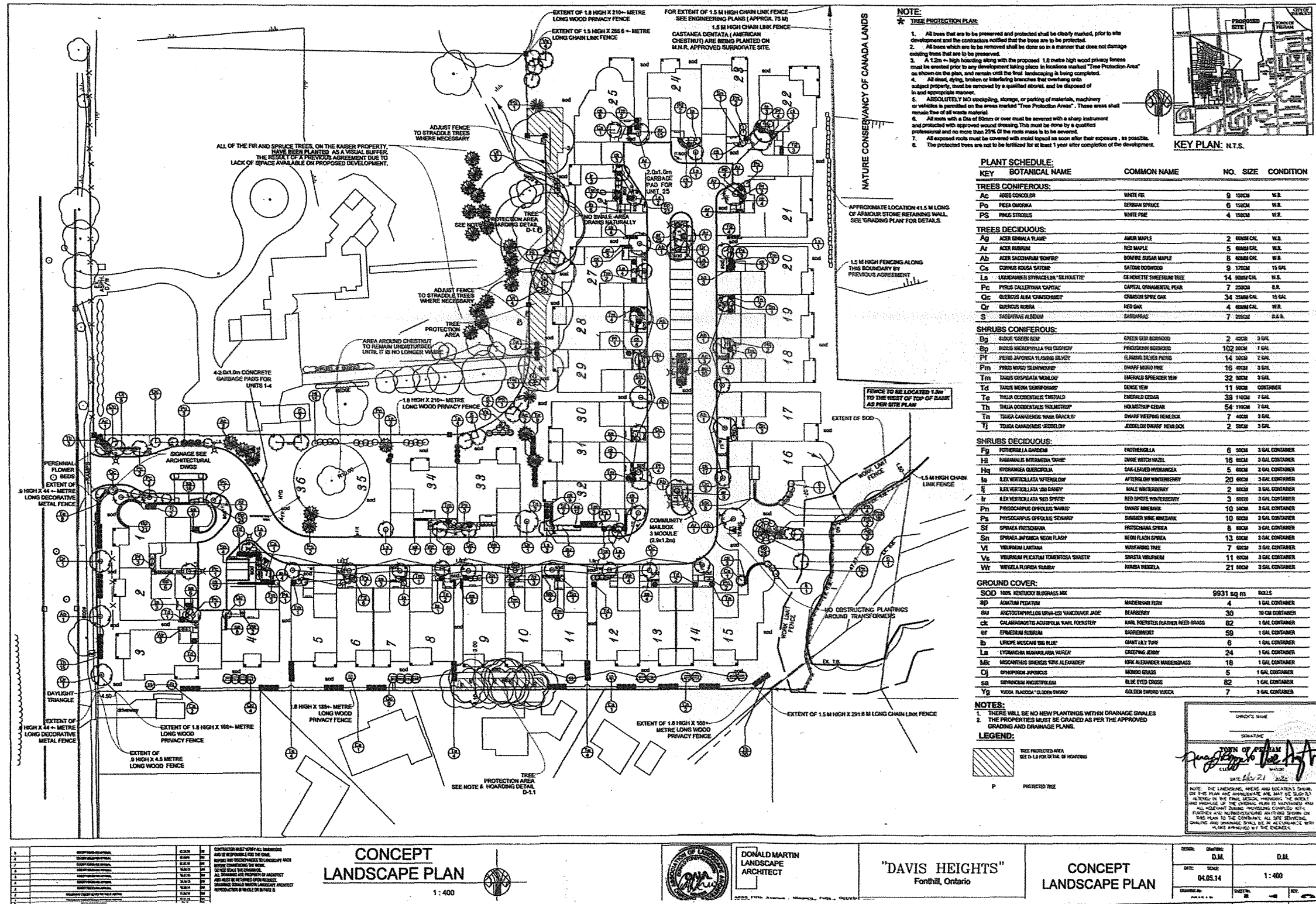
Grading Plan, 0515GP, prepared by Upper Canada Consultants, dated February 18, 2016.

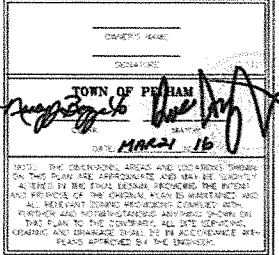
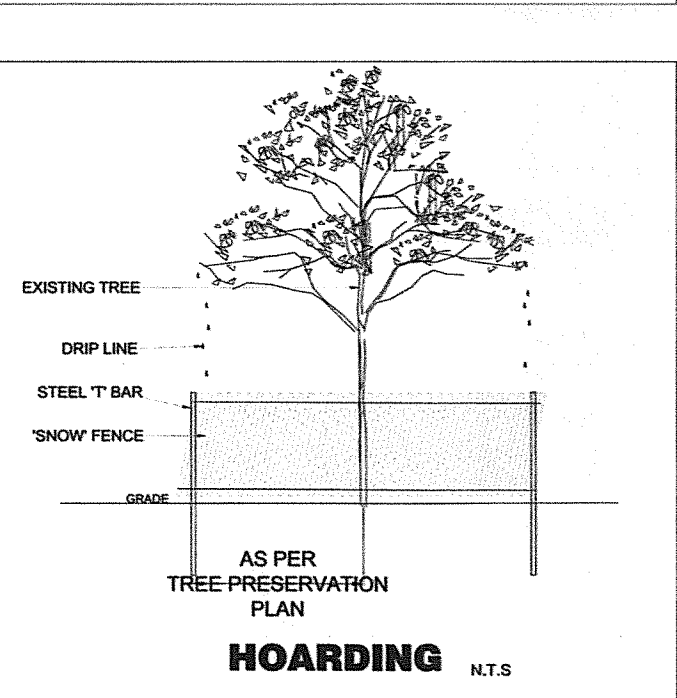
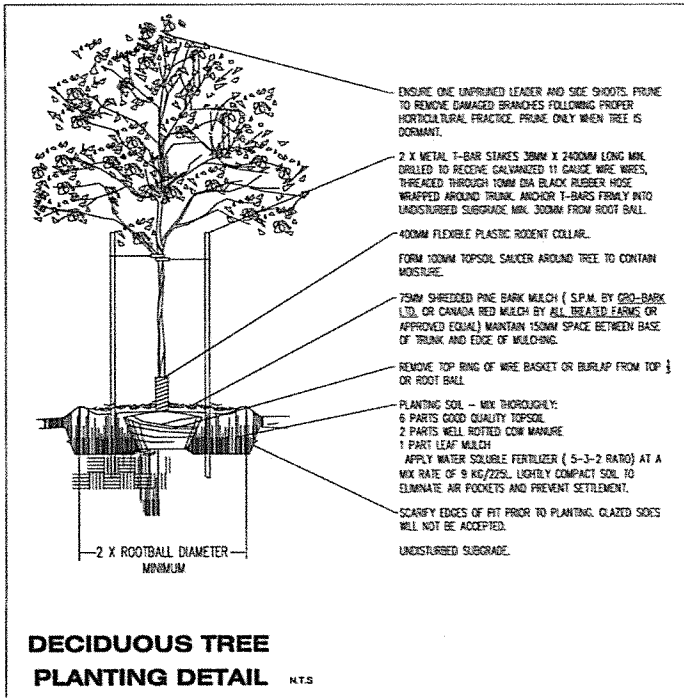
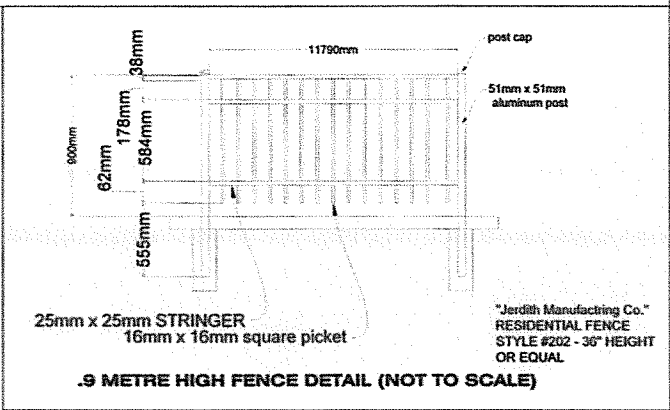
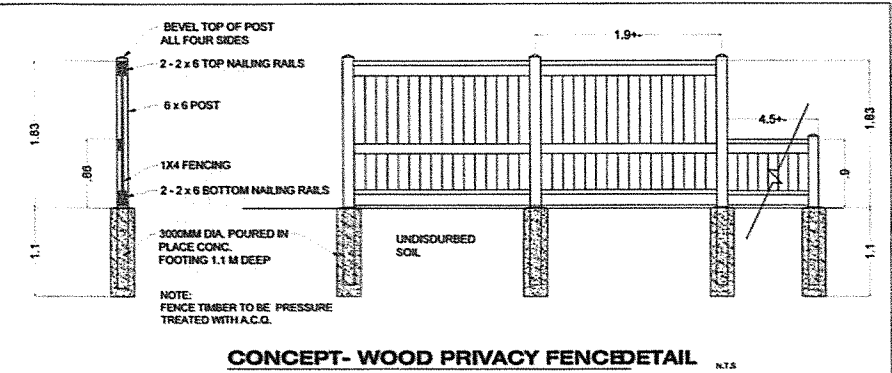
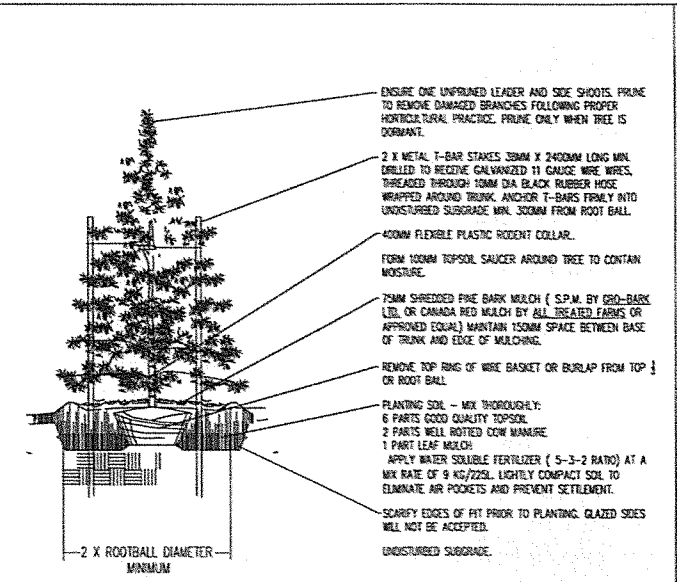
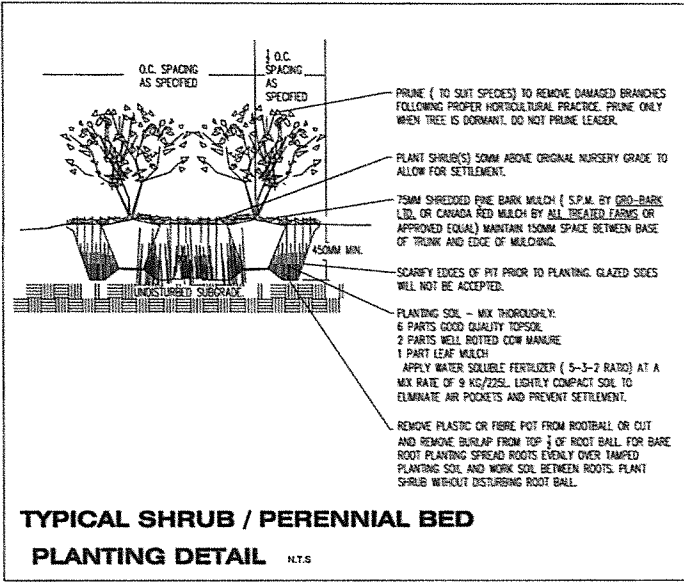






Concept Landscape Plan, L-1, prepared by Donald Martin Landscape Architect, dated February 20, 2016.





No	REVISIONS	DATE	BY
1	ISSUED FOR APPROVAL	10.30.15	DM
2	ISSUED FOR CONSTRUCTION	10.30.15	DM

CONTRACTOR MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT IMMEDIATELY. ALL DIMENSIONS ARE PROPERTY OF ARCHITECT AND MUST BE FOLLOWED EXACTLY. DIMENSIONS SHALL BE IN ACCORDANCE WITH THE DRAWING.

DETAILS



DONALD MARTIN
LANDSCAPE
ARCHITECT
4655 Fifth Avenue - Niagara Falls, Ontario
905 - 357 - 1947

"DAVIS HEIGHTS"
Fonthill, Ontario

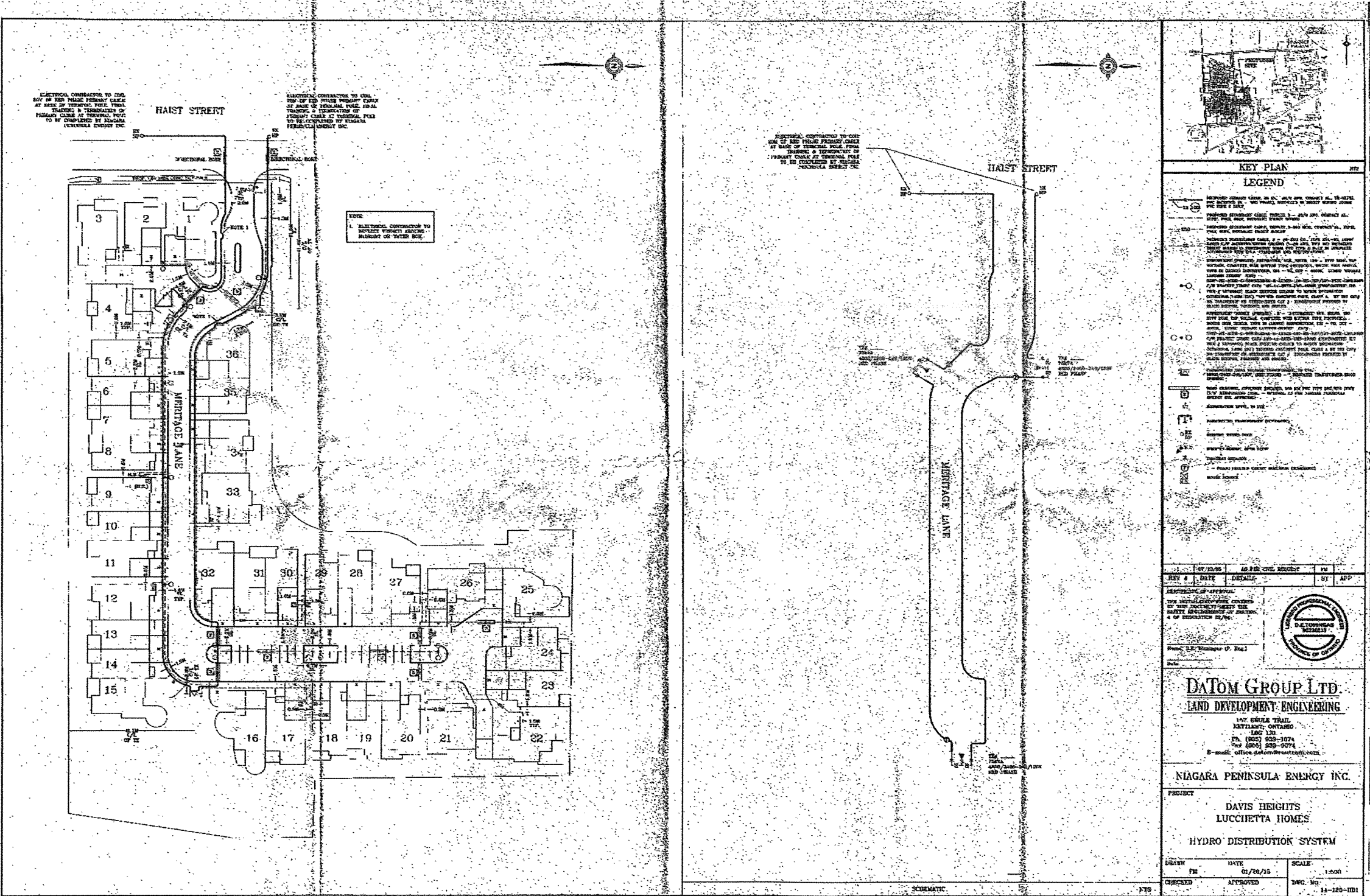
DETAILS

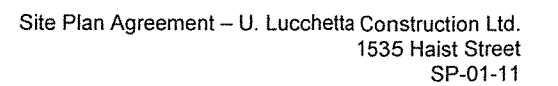
DESIGN	D.M.	DRAFTING	D.M.
DATE	10.29.15	SCALE	AS SHOWN
DRAWING No.	0515 D	SHEET No.	D-1
		REV.	.1

SCHEDULE 'F'

PHOTOMETRIC PLAN

Hydro Distribution System, prepared by DaTom Group Ltd., dated July 13, 2015.





SCHEDULE 'G'

COST ESTIMATES FOR FACILITIES AND WORKS

The on-site work cost estimates are as follows:

<u>Item</u>	<u>Cost Estimate</u>
Site Works	
General & Grading	\$31 765.00
Sanitary System	\$96 567.75
Storm System	\$248 500.75
Water System	\$78 790.00
Preliminary Roads	\$163 975.00
Final Roads	\$56 600.00
Landscaping	
Sodding	\$ 69 517.00
Shrub, Groundcover, and Tree Plantings (including perennials)	\$22 321.35
Installation	\$33 482.03
Fencing	
Wood Fence	\$16 800.00
Chain Link Fence	\$ 18 849.60
Sub-Total	\$837 168.48
Contingency and Engineering (15%)	\$125 575.27
Sub-Total	\$962 743.75
HST (13%)	\$125 156.68
TOTAL	\$1 087 900.40

In accordance with Section 14 (a) of this Agreement, that the estimated cost for completion shall be in the amount of Nine Hundred Sixty-Two Thousand Seven Hundred and Forty-Three Dollars and Seventy- Five Cents (**\$962 743.75**) excluding taxes.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 64065 - 0315 LT

Description BLK Q AND PT BLKS P & R PL 717, PT 1, 59R12597, EXCEPT PTS 1 & 2 59R13120;
TOGETHER WITH AN EASEMENT OVER PT BLKS P & Q PL 717, BEING PT 2 ON
59R14638 AS IN SN392407; TOGETHER WITH AN EASEMENT OVER PT BLKS P & Q
PL 717, BEING PT 4 ON 59R14638 AS IN SN392408; TOWN OF PELHAM

Address 1535 HAIST STREET
FONTHILL

Consideration

Consideration \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF PELHAM

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

I, Mayor Dave Augustyn, and I, Clerk Nancy J. Bozzato, have the authority to bind the corporation.

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

The land registrar is authorized to delete the notice on the consent of the following party(ies) The Corporation of the Town of Pelham

Schedule: See Schedules

Signed By

Monica Evelyn Wolfe	39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7	acting for Applicant(s)	Signed	2016 04 21
Tel 905-688-1125				
Fax 905-688-5725				

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

Submitted By

DANIEL & PARTNERS LLP	39 Queen St. P.O. Box 24022 St. Catharines L2R 7P7	2016 04 21
Tel 905-688-1125		
Fax 905-688-5725		

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$62.85
<i>Total Paid</i>	\$62.85

File Number

Applicant Client File Number : 43029