

S C H E D U L E

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D E S C R I P T I O N O F L A N D S

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 being composed of Parts of Lots 166 and 167 in the former Township of Thorold and premising that the northerly limit of said Lot 167 has an astronomic bearing of N 86 degrees, 40 minutes East and relating all bearings herein thereto the said parcel may be more particularly described as follows:

COMMENCING at the south-easterly angle of Lot 1 according to Registered Plan 34 for the former Village of Fonthill;

THENCE North 59 degrees 25 minutes East along the north-westerly limit of the Niagara, St. Catharines and Toronto Railway right-of-way 168.8 feet to a standard iron bar found at its intersection with the former easterly limit of the Village of Fonthill according to Registered Instrument No. 17157A for the Township of Thorold, said standard iron bar marking the Place of Beginning of the herein described parcel;

THENCE North 1 degree 16 minutes West along the said former Easterly limit of the Village of Fonthill, 329.85 feet to a standard iron bar planted at its intersection with the Northerly limit of said Lot 167;

THENCE North 86 degrees 40 minutes East along the Westerly limit of Lots 167 and 166, 444.79 feet to a standard iron bar marking an angle therein;

THENCE North 88 degrees 22 minutes 30 seconds East continuing along the Northerly limit of Lot 166, 28.5 feet to a standard iron bar;

THENCE South 1 degree 37 minutes 30 seconds East a distance of 80.24 feet to a standard iron bar planted in the North-westerly limit of the Niagara, St. Catharines and Toronto Railway right-of-way;

THENCE South 59 degrees 25 minutes West along said last mentioned limit, 543.02 feet more or less to the Place of Beginning.

AND CONTAINING by admeasurement an area of 2.232 acres be the same more or less.

SCHEDULE
" B "
E A S E M E N T S

Lands to be conveyed to the municipality other than roads - NIL

S C H E D U L E

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R O A D W A Y S

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.

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

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S A N I T A R Y S E W E R S

PRIVATE DRAIN CONNECTIONS -

The Owners shall construct sanitary connections (Laterals) to each unit from the street sewer to the street line. The sanitary sewer lateral shall be minimum five inches (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 be signed, approved and accepted by the Town Engineer.

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W A T E R M A I N S

The Owner shall construct water service connections (Laterals) to each unit from the street watermain to the property line. The water service lateral shall be minimum 3/4 inch diameter copper water line with proper fittings designed by the Town Engineer's construction standards.

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 same.

SCHEDULE

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S I D E W A L K S

The Owner shall contribute to the Town the sum of One Thousand, One Hundred, Eighty-Two Dollars, Fifty Cents (\$1,182.50) in lieu of constructing a concrete sidewalk along Hurricane Road.

SCHEDULE

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TELEPHONE SERVICE

and

C A B L E T E L E V I S I O N S E R V I C E

The Owner shall, at such time as requested by the Ball 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.

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T R E E S A N D S E E D I N G

The Owner shall be responsible for providing one (1) tree on each lot specified by the Town, and shall deposit cash in lieu of the actual trees. 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.

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 edge of pavement. 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 edge of the pavement for the full width of the lot.

SPECIFICATIONS -

Number & 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. 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 #1 quality sod, staked or unstaked as required.

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B U I L D I N G R E S T R I C T I O N S

(To be included in all Deeds)

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 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.

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.

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S P E C I A L C O N D I T I O N S

(1) FENCING -

The Owner agrees to erect a six (6') foot high chain link fence at the rear of the lots abutting the railway spur line and to plant healthy, robust evergreens, of a minimum of two (2) feet in height, at regular intervals of six (6') feet.

(2) SITE PLAN AGREEMENT FOR EACH LOT -

The Owner agrees to execute a site plan agreement with the Town for each lot in the Plan, which shall include provisions for front yard setback, garages, or carports, and building design. Each site plan agreement shall constitute at least a plot plan, and building plan, and shall be approved and signed by the Building Inspector.

SCHEDULE

" K "

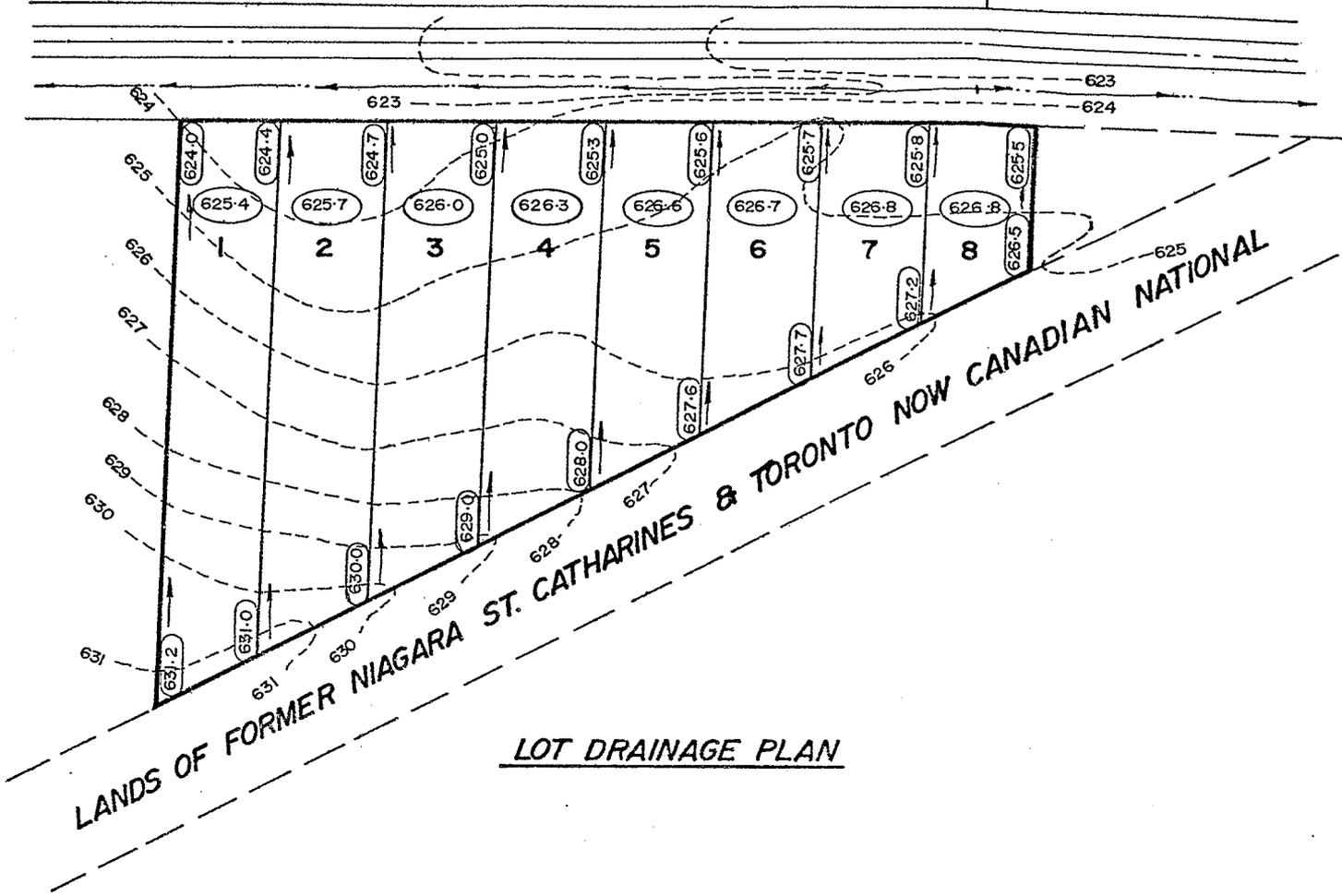
LOT DRAINAGE PLAN

To be provided by Owners' Engineer.

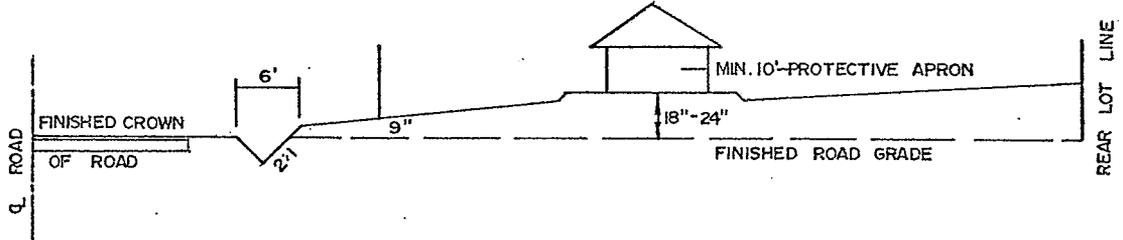


SCHEDULE 'K'

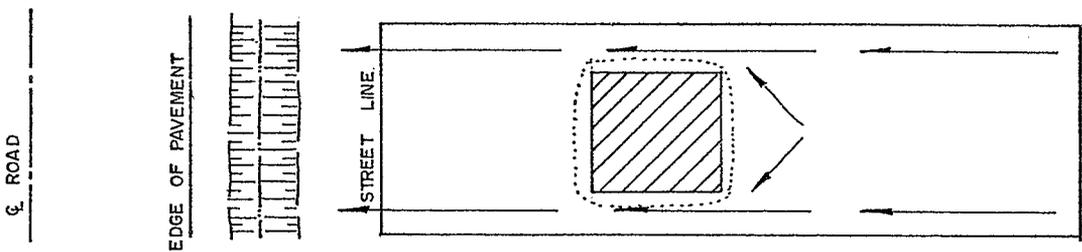
HURRICANE ROAD



LOT DRAINAGE PLAN

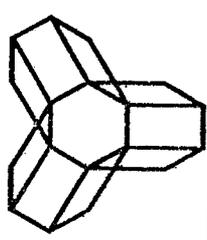


TYPICAL LOT DRAINAGE PATTERN



NOTES & LEGEND

- PROPOSED ELEV. GROUND AT BUILDING SHOWN THUS
 - EX. GRADES SHOWN BY CONTOURS THUS
 - PROPOSED DIRECTION OF SURFACE RUN-OFF SHOWN
 - PROPOSED GRADES AT LOT CORNERS SHOWN
 - PROPOSED PAVEMENT ELEV. SHOWN
- NOTE:
 ALL ELEV. ARE GEODETIC AND REFER TO NORTH
 BOLT TOP OF FLANGE ON HYDRANT AT CORNER
 OF PARKDALE CRES. AND HURRICANE RD. AS 627.14



ATHERTON
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