

THIS AGREEMENT made this 21 day of October, 2020

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter called the "Town"

-AND-

AIVA PROPERTIES LTD.

hereinafter called the "Owner"

WHEREAS the Owner proposed to develop, under the Condominium Act, S.O. 1998, C19, as amended (the "Condominium Act") and Section 51 of the Planning Act, R.S.O. 1990 c. P.13, as amended (the "Planning Act") lands it owns, legally described in Schedule "A" attached hereto (the "Lands");

AND WHEREAS by agreement, dated the 18th day of June, 2018, and registered in the Registry Office for the Land Titles Division of Niagara South on the 19th day of September, 2018, as Instrument No. SN565510 (the "Site Plan Agreement"), Aiva Properties Ltd. did covenant and agree with the Town to perform certain works on the lands and premises therein described upon the terms and conditions therein contained;

AND WHEREAS buildings are to be constructed on the Lands in accordance with Schedule "B", "C", "D", "E", "F" and "G" of the said Site Plan Agreement, and in accordance with site plans filed in the office of the Town;

AND WHEREAS by registration of a declaration and description in the Land Registry Office for the Land Titles Division of Niagara South, a Condominium Corporation will be established in respect of the Lands;

AND WHEREAS this condominium agreement is entered into pursuant to Section 9 of the Condominium Act, and Section 51(26) of the Planning Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of one dollar (\$1.00) now paid by each of the parties to each other (the receipt of which is hereby acknowledged), the parties hereto mutually covenant and agree as follows:

1. That every covenant, condition, proviso and stipulation contained in the Site Plan Agreement will apply and bind the Condominium Corporation established on the Lands in the same manner and with the same effect as if the Condominium Corporation had been a party to the said Site Plan Agreement.

2. The Owner shall obtain easement for services and road access that are necessary to service the Lands but located on adjacent lands.
3. The Owner shall ensure that 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. 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 Owner. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost that are required to service this development and any future adjacent developments. 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.
4. The Owner agrees to meet the requirements of Sections 6.6.4 and 6.6.5 of the Fire Code with respect to maintenance and testing of fire hydrant(s).
5. The Owner agrees to grant the Town, its servants, agents and assigns permission to enter upon the lands for the purpose of the inspection and maintenance of all water meter chambers and ensure that the area in and around the water meter chamber is made free and clear of all encumbrances, at all times, which may interfere with such tasks.
6. The Owner agrees to carry out the recommendations of the approved Stormwater Management Report and to maintain the Stormwater Management System during development.
7. The Owner shall ensure that no storm, surface or roof water or weeping tiles be discharged into the sanitary sewer system.
8. The Owner agrees to include a clause within all offers of purchase and sale advising prospective purchasers that private roadways are subject to a Condominium Corporation and agreements for maintenance, snow removal and garbage pick-up. The Owner further agrees that all laneways are to be kept free and clear of vehicles to ensure that emergency service, snow removal and waste collection vehicles have continued access and that failure to comply with this clause will result in ticketing and potentially towing. In addition, all snow stockpiling must take place within the condominium property.
9. The owner agrees that servicing allocation for the condominium will not be assigned until the plan is registered.

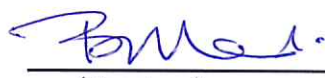
10. Purchasers/Tenants are advised that waste collection for the townhouse development will be provided by the Niagara Region through curbside collection. Containers must be placed at the entrance located on the shared private road or assigned waste collection pad and each container must be marked with the appropriate unit number.
11. That in order to accommodate Regional Waste Collection service, waste collection pads are required to be provided by the Owner/owner for units 1-9 at the location on the thru street. The waste collection pads shall be constructed in accordance with details outlined in the Niagara Region's Corporate Policy for waste collection.
12. That all Agreements of Purchase and Sale or Lease include a warning clause advising that due to the site layout, units 1-9 will be required to bring all waste to the designated collection pads in order to be eligible to receive Regional waste collection pick up.
13. The Owner agrees that no condominium unit shall be conveyed and that no transfer of such unit shall be registered unless and until such time as this Agreement has been registered on title.
14. The Owner shall pay the Town's reasonable costs in connection with this Agreement for the preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses. Ongoing expenses, if any, following registration of the condominium declaration on title to the Lands will be the responsibility of the Condominium Corporation as a successor to the Owner.
15. The Owner consents to the registration of this Agreement against the title to the lands described in Schedule "A".
16. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and upon those persons or corporations hereafter acquiring title to all or any part of the lands described in Schedule "A".

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

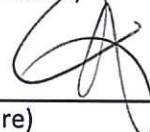
WITNESS

AIVA PROPERTIES LTD.

BELINDA MENARD
(printed name)


(signature)

Tony Azzi
(printed name)


(signature)

MARCH 3, 2020
(date)

3 March 2020
(date)

☒ I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF PELHAM

Marvin Junkin

Mayor Marvin Junkin

Nancy J. Bozzato

Clerk Nancy J. Bozzato



SCHEDULE "A"

Legal Description

PIN 64063-0446 (LT)

PT BLK B PL 717 PART 1 ON PLAN 59R-15964; SUBJECT TO AN EASEMENT AS IN SN567518;
SUBJECT TO AN EASEMENT AS IN SN567617; TOWN OF PELHAM, REGIONAL MUNICIPALITY OF
NIAGARA;