

CORPORATION OF THE TOWN OF PELHAM

SUBDIVISION AGREEMENT

(Kunda Park)

THIS INDENTURE made in triplicate this 5th day of November,
A.D. 1973.

B E T W E E N:

FONTHILL DOWNS LIMITED, A Company
incorporated under the laws of the
Province of Ontario and having its
Head Office in the Town of Pelham
in the Regional Municipality of
Niagara,

hereinafter called the "OWNER"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM,
in the Regional Municipality of
Niagara,

hereinafter called the "TOWN"

OF THE SECOND PART

1. 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 Treasury, Economics,
and Inter-governmental Affairs.

2. 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 the Treasury, Economics, and Inter-governmental Affairs 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,

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 \$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:

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 within one (1) month after approval of "The Plan" is granted by the Minister.

3. CONVEYANCE TO TOWN OF LANDS AND ANY NECESSARY EASEMENTS FOR

MUNICIPAL PURPOSES

The Owner will:

- a). Pay to the Town an amount equal to the 5% of the land described in Schedule "A" for municipal purposes other than roads, being the sum of \$4,102.40.
- b). By Certificate on the Plan, dedicated to the Town a one foot reserve at the end of Kunda Park boulevard, as well

as any blocks that would show for the day lighting of Merritt road intersection and South Pelham Street, as well as any blocks for the temporary cul-de-sac at the south end of Stella Street, all as set out in Schedule "B" attached hereto.

- c). The Owner will grant such easements as may be required for water, telephone, sewer, gas or other services free of charge.
- d). The Owner will establish such walkways, footpaths, and such reserves at street entrances to the subdivision and other places as may be required and to convey the same to the Town upon demand and free of charge.

4. ENGINEERING SERVICES AND INSPECTION

- a). The works herein shall be undertaken by the Town Engineer or the Owner will engage at his own expense, the services of D.G. Ure and Sons, who are Professional Engineers and who are registered under the Professional Engineers Act of Ontario, to 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 Minister for necessary approvals

The Owner and the Town Engineer will complete the following items:

- (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
- (x) preparation of progress certificates (having regard to utility agencies eg. gas, hydro, telephone, etc.)

- b). The Owner shall file with the Town a confirmation that he has engaged a professional engineer to
 - (i) 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 are subject to the approval of the Town Engineer,

(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 approved duplicates suitable for making reproductions' of the works as constructed pursuant to this Agreement.

- 1). Tracings shall be plan-profile linen 24" x 42" sheets and ink lettering.
 - 2). Title block (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 reference is made to other construction drawings specific reference to those drawing numbers shall be made.
 - 5). Horizontal ties shall be made to property lines.
 - 6). Levels shall be to datum and all field surveys shall be tied into Geodetic Bench Marks.
- (v) Any contractor employed by the Owner shall be approved by the Town Engineer.

5. INSPECTION BY TOWN ENGINEER

All work done 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 and the said Owner agrees to pay to the Town the cost of inspection as and when billed.

6. INSPECTOR'S FEES

The Owner shall pay the full cost of all Inspector's wages including overhead. All Inspectors shall be appointed by the Town and paid at the prevailing rate as the case may be during the duration of construction.

7. ENGINEERING COSTS

The Owner shall pay to the Town, when applicable, an Engineering fee, applicable to the work in hand as set out in a Schedule of Fees for Consulting Engineering Services recommended by the Association of Professional Engineers of Ontario, said fee to cover all works, including water works to be performed pursuant to this Agreement, to cover the cost of administration, engineering and supervision of the said works by the Engineer, and such fee shall be paid out of and deducted

from the monies held on deposit.

8. REGIONAL INSPECTION

The Regional Municipality of Niagara shall have the right at any time to inspect any of the works in progress.

9. CONSTRUCTION OF SERVICES

The Owner agrees to construct and to pay his share of the cost of such construction and materials required for all the work referred to in Schedules "C" to "J", inclusive, attached hereto designated as the Owners responsibility and in accordance with the conditions and specifications contained in such Schedules.

10. CONTRACTORS

Before commencement of any works, the Owner shall show proof to the Council, satisfactory to the Council that the proposed contractors 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.

11. PERFORMANCE BOND

The Owner will be required to obtain from his contractors, performance bonds guaranteeing all of the construction required by the Town and the bond shall include maintenance for thirteen (13) months after acceptance by the town of all such construction. Bonds shall be in the amount of 50 percent of construction value of all municipal services.

12. MATERIALS

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

13. 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.

14. STRIPPING AND TREE REMOVAL

The Owner shall remove from all road allowances, any trees, brush, growth or surplus or other material as may be designated by the Town Engineer and Council and further, shall remove from all the lands any unkept, diseased or infested trees, vines or bushes. In the event the same are not removed within fourteen (14) days of written notice delivered to the Owner, the Town may cause same to be removed and the Owner agrees to pay to the Town the cost incurred thereby.

15. ROUGH GRADING ROADS

The Owner agrees to rough grade all roads connected with the development of the land to the Town Engineer's specifications prior to the installation or construction of water and sewer systems and other ground systems as may be required. 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.

16. CLEANING SEWERS AFTER ROAD CONSTRUCTION

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

17. STORM SEWERS

The Owner shall be responsible for determining and providing at his expense, a proper storm sewer outlet as shown on Engineering plans for the ultimate drainage area for the future servicing of the area, subject to the approval of the Town Engineer and the Council.

18. LOCAL IMPROVEMENT CHARGES

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 existing local improvements assessed against such of the property as shown on this plan in the amount of \$20, 891.60.

19. TILE DRAIN LOANS

All Tile Drain Loans in regards to the subject lands shall be commuted prior to the execution of this Agreement.

20. 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 of 10.256 acres.

That is \$18,460.80

for the purpose of expanding and renewing services within the Town.

21. SURFACE DRAINAGE PLAN

The Owner shall be responsible for providing at his 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 Owner shall accept full responsibility to ensure that the levels of the land of the front yard, rear yard and the side yard of each of the lots within the plan of subdivision are properly graded to conform with the said drainage plan. If required, a Surveyor's Certificate shall be provided certifying that such has been satisfactorily completed in accordance with the said drainage plan. The said drainage plan shall be attached to this Agreement as Schedule "K".

22. 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 and

shall be solely responsible for any damage caused thereto and shall indemnify and save harmless the Town therefrom.

23. STORM DRAINAGE

It is understood and acknowledged by the parties to this agreement that:

- a). A "sufficient storm drainage outlet" is not being provided, nor is absolutely required at this stage of the development of Kunda Park (Extension #2);
- b). There may be temporary flooding from time to time on those lands adjacent to and west of the Canadian National Railway, property which is owned by Fonthill Downs Limited, during certain storms,
- c). Fonthill Downs Ltd. will not hold anyone liable for such floodings,
- d). Fonthill Downs Ltd, will not develop additional stages in its Kunda Park holdings until a "sufficient storm drainage outlet" is provided, and
- e). if and when a cost sharing formula is devised for future storm outlet improvements, owners of lots within the subdivision covered by this agreement (i.e. Kunda Park #2), will be assessed their fair share of the cost of the work along with the remaining lands in the catchment area.

24. HYDRO

The Hydro installation is complete with the exception of hydro services which are to be paid by the Owner.

25. 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 polelines, 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, polelines, hydrants or other works.

26. 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 (\$500,000.00) indemnifying the Town until the issue of the Certificate referred to in paragraph 32, from any loss arising from claims for damage, injury or otherwise, in connection with the work done by the Owner, his or its contractors, servants or agents 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 two (2) years.

27. 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 lots in the subdivision in accordance with the Surveys Act and Regulations thereunder. 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.

28. 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.
- iv). Roadways
 - 1). of final design width
 - 2). with a granular thickness at least three quarters of the final granular thickness.
 - 3). with a surface which, in the opinion of the Town, will provide the residents and their visitors with convenient access and parking.
- v). Electrical distribution and lighting complete.
- vi). Gas (if applicable) service complete.
- vii) Telephone service complete.

b). Secondary Services

All services as required not considered "Primary Services". These include top course roadway granular, roadway asphalt, sodding, etc. where applicable.

29. CASH DEPOSIT

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

- a). The expansion and renewal impost - \$18,460.80.
- b). The inspection and administration fees - \$6,000.00.
- c). The cost of power and lighting installations (not applicable) - nil.
- d). The Owner will be required to deposit a letter of credit from the bank or cash in the amount of \$32,000.00 as security for the cost of secondary services.
- e). The cost of Merritt Road improvements (refer to Clause 40) - \$7,955.00 (\$7,280.00 + \$675.00, - includes five driveway culverts).
- f). Cash in lieu of 5% for conveyance - \$4,102.40.
- g). Sewer frontage charges and connections - \$20,891.60.
- h). Commuted local improvement charges, if any - nil.

30. RETURN OF PORTION OF DEPOSIT

Unless otherwise directed by the Council, the Town shall, upon satisfactory completion of ALL 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.

31. MAINTENANCE

The Owner shall at his 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 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 in the like manner as taxes.

32. MAINTENANCE AND GUARANTEE

Upon compliance with the terms of this Agreement, and upon completion of all the said work in accordance with the specifications and direction of and to the satisfaction of the Town Engineer, and upon payment of all financial requirements herein, the Town Engineer under authority of resolution of the 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 vest in the Town.

33. TAXES

The Owner agrees to pay all arrears of taxes outstanding against the property described in Schedule "A" hereto 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.

34. MINISTRY OF THE ENVIRONMENT APPROVAL

The Town agrees that at the request of the Owner it will join with him to make the necessary applications to the Ministry of the Environment for approval of plans.

35. LEGAL COSTS

The Owner shall pay to the Town all legal costs incurred by the Town herein.

36. BUILDING PERMITS

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.

37. SCHEDULES

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

38. 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 Paragraph 32 hereof, in connection with the work required to be done herein by the Owner, his or its contractors, servants or agents.

39. COVENANTS TO RUN WITH 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, his heirs, executors, administrators, assigns and successors in title and owners from time to time of the lands described in Schedule "A" attached to this Agreement and any part or parts thereof and that the benefit of the said covenants

shall enure to the Town, its successors and successors in title of all roads, streets and public lands forming part of or abutting on the said lands described in Schedule "A" and the said covenants shall continue in force for a period of ten (10) years from the date of this Agreement, except for Section 21 (Surface Drainage Plan) which shall be in perpetuity.

40. PAYMENT FOR IMPROVEMENTS TO EXISTING ROADS AND SIDEWALKS

Some of the land described in Schedule "A" attached hereto, abuts the existing travelled road allowance of Merritt Road.

The Owner shall be required to pay to the Town in cash \$7,955.00 (refer to Clause 29(e)) being a portion of the cost of a residential improved roadway and portion of storm drainage costs and sidewalks. The Town shall hold the said amount in trust for the purpose of paying the cost of the said improvements.

41. 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 Owner has hereunto set his hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED and DELIVERED) THE CORPORATION OF THE TOWN OF
in the presence of) PELHAM

Dr. W. H. Black
Mayor

Mayor _____ clerk _____

A Commissioner, etc.

OWNER John J. Kunda president —
Stella Kunda Secretary

SCHEDULE "A"

Land which are owned by the Owner and are the subject to the subdivison Agreement

ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the Town of Pelham in the Regional Municipality of Niagara in the Province of Ontario and being composed of parts of Lot 173 in the Township of Thorold formerly in the County of Welland and which said parcels or tracts of land may be more particularly described as follows:

FIRSTLY:

COMMENCING at a standard iron bar planted at the intersection of the easterly limit of Stella Street and the northerly limit of John Street as shown on Registered Plan No. 44 for the Township of Thorold:

THENCE N 0 degrees 38 minutes W along the easterly limit of Stella Street 1586 feet to a standard iron bar;

THENCE N 89 degrees, 22 minutes E, 170 feet to a standard iron bar;

THENCE S 0 degrees, 38 minutes E, 150 feet to a standard iron bar;

THENCE S 89 degrees, 22 minutes W, 20 feet to a standard iron bar;

THENCE S 0 degrees, 38 minutes E, 1436 feet to a standard iron bar planted in the northerly limit of John Street;

THENCE S 89 degrees, 22 minutes W along said northerly limit 150 feet to the point of commencement.

SECONDLY:

COMMENCING at the south-east corner of Lot 39 according to Registered Plan No. 44 for the Township of Thorold;

THENCE N 0 degrees 38 minutes W along the easterly limit of said lot 66 feet to the north-east corner thereof;

THENCE N 89 degrees, 22 minutes E, 18,57 feet to a standard iron bar;

THENCE easterly, southerly and westerly on a curve to the right having a radius of 50 feet an arc distance of 219.33 feet to a standard iron bar, said arc having a chord of 81.24 feet

measured on a course S 35 degrees 02 minutes, 07 seconds W;

THENCE S 0 degrees, 38 minutes E, 304.54 feet to a standard iron bar planted in the southerly limit of township lot 173;

THENCE S 89 degrees, 19 minutes, 45 seconds W along said southerly limit 525.22 feet to the south-west corner of the said lot;

THENCE N 0 degrees, 17 minutes, 30 seconds E along the westerly limit of said lot 243.70 feet;

THENCE N 89 degrees 22 minutes E, 156.07 feet to a standard iron bar;

THENCE N 0 degrees 38 minutes W, 360 feet to a standard iron bar;

THENCE N 89 degrees, 22 minutes E, 160 feet to a standard iron bar planted in the westerly limit of Stella Street according to said plan No. 44;

THENCE S 0 degrees 38 minutes E along said westerly limit 202.78 feet to a standard iron bar;

THENCE south-easterly along the limit of Stella Street on a curve to the left having a radius of 96 feet an arc distance of 150.8 feet to a standard iron bar; said arc having a chord of 135.76 feet measured on a course S 45 degrees 38 minutes E;

THENCE N 89 degrees 22 minutes E along the southerly limit of Stella Street 138 feet to the point of commencement.

BEARINGS HEREIN are referred to the easterly limit of Stella Street on a course N 0 degrees 38 minutes W in accordance with Registered Plans Nos. 36 and 44 for the Township of Thorold.

All of which comprises registered Plan for Niagara South. ~~NS~~ NS 34

SCHEDULE "B"

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Lands to be conveyed to the Town for public purposes other than
roads Lot 37 and ~~XXXXXXXXXX~~ and Block "B". According to

Registered Plan # ~~NS.34~~ ^{NS.34} a copy of which is hereto attached.

SCHEDULE "C"

ROADWAYS

A). 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.

B). Cross-section

The roadway cross-section shall be as outlined in the current Town Standards or should alternatives be proposed, shall in the opinion of the Town, provide equal or better results.

C). 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 per hour.

D). Driveway Entrances

The Owner shall be required to provide in some manner, either by himself 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. 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. The Owner will be required to pay for five (5) driveway culverts on Merritt Road.

E). Footpaths

Not applicable.

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

G). The 7 feet wide roadside shoulders shall be dust controlled using a single application of D.H.O. Primer applied at the rate of one third gallon per square yard.

H). The municipality will pay for the construction of 435 feet of Stella Street based on quantities used.

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, necessary to service the proposed development.

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 - 8" (inch) 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 5 inch 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 prepared by D.C. Ure and Sons and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "E"

STORM SEWERS AND SURFACE DRAINAGE

The Owner shall construct a storm 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 sewer 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, or other approved type, shall be used, minimum pipe size for storm sewer - 10 inch diameter, except where otherwise specified by the Town Engineer.

Surface drainage shall be collected by means of catchbasins as per the following detail, Maximum length of swale flow 300 feet. Standard catchbasins shall be installed to drain the base roads.

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

The municipality will pay for the construction of storm drainage in that part of Stella Street referred to in Schedule "C", clause "h" based on quantities used.

SPECIFICATIONS

The storm sewers will be constructed in accordance with the engineering contract drawings prepared by D.G. Ure and Sons and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "F"

WATERMAINS

The 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. All watermains shall be a minimum of 6 inches in diameter or a sufficient size to service the subdivision and structures therein and lands outside the subdivision which will require the use of the subdivisions watermains as trunk or feeder mains.

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.

The municipality will pay for the difference in size above the required 6 inch main for the watermain to be installed on Merritt Road.

SPECIFICATIONS

The watermains will be constructed in accordance with the engineering contract drawings prepared by D.G. Ure and Sons and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "G"

STREET LIGHTING

Not applicable.

SCHEDULE "H"

STREET SIGNS

CONCRETE WALKS

The Owner shall, at his own expense, erect street name signs of a design and at locations approved by the Town and shall construct 4 foot concrete sidewalks and pedestrian right-of-way, in accordance with the specifications of the Town Engineer.

The municipality will pay for the construction of a four (4) foot sidewalk on that part of Stella Street referred to in Schedule "C", clause "H" based on quantities used.

SPECIFICATIONS

The street signs and concrete walks will comply with the engineering contract drawings prepared by D. G. Ure and Sons and on file in the Municipal Office. The approved engineering drawings will be signed, approved and accepted by the Town Engineer.

SCHEDULE "I"

TELEPHONE EASEMENTS

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

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

SPECIFICATIONS

Not applicable.

SCHEDULE "J"

TREES AND SEEDING

The Owner shall plant trees and seed untravelled portions of the street allowances within the subdivision or on which his subdivision abuts and maintain the same. This work shall be completed within six months after the laying down of sidewalks and/or curbs. After completion of the curb and/or sidewalks, a minimum of 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. 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.

Grass seed as specified below shall be applied at the rate as prescribed in the following specifications.

SPECIFICATIONS: Grass Seed Mixture and Rate of Application.

1. Grass Seed shall be made up of the following varieties:
 45% Blue Grass - Kentucky
 30% Creeping Red Fescue
 25% Perennial Rye Grass
2. Seeds shall be of best quality and shall be approved by the Engineer. They shall be delivered on the job in their original sealed packages bearing the brand name.
3. Only seeds harvested during the preceeding season will be accepted.
4. Seed mixtures shall be uniformly sown at a rate of 4.5 pounds per 1,000 square feet. The area sown shall be sprinkled with water to produce a penetration of one inch and maintained in a damp condition until the grass is 1 1/2 inches high.

DATED: NOVEMBER 5th A.D. 1973

THE CORPORATION OF

THE TOWN OF PELHAM

203142

No.
Registry Division of Niagara South (No. 59)
I CERTIFY that this instrument is registered
as of 11.50 DEC 17 1973 in the A.M.

Registry Office
at Welland,
Ontario.

A. E. Gollay
REGISTRAR

SUBDIVISION AGREEMENT

(Kunda Park)

REGISTRATION FEE	31
LAND TRANSFER TAX	
RETAIL SALES TAX	

RH

FLEMING, HARRIS, BARR, HILDEBRAND,
GEIGER, DANIEL & BLACK
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