

Schedule

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. 214

(the "Corporation")

A by-law authorizing the Corporation to grant or transfer an easement and permit an encroachment on the common elements.

BY-LAW NO. 3

WHEREAS pursuant to sections 21 and 56 of the *Condominium Act, 1998*, (the "Act") a corporation may, by by-law, grant or transfer an easement or licence through the common elements;

AND WHEREAS St. Davids Heritage Developments Inc. intends to develop a vacant land condominium corporation pursuant to the Act (the "Development"), situate on Part Lot 92 in Niagara Township, designated as Parts 2 to 4 on Plan 30R-15162 (the "Developer's Lands");

AND WHEREAS the Development will consist of nine (9) single detached dwellings and the creation of a private road, and will require a storm water drainage system;

AND WHEREAS the Corporation wishes to enter into an agreement (the "Agreement") to grant or transfer an easement to St. Davids Heritage Developments Inc. through the Corporation's common elements to allow for the drainage of storm water and to permit St. Davids Heritage Developments Inc. to encroach on and access the common elements in order to construct, repair, maintain, and/or replace as the case may be, a storm water drainage system in accordance with the terms and conditions contained in this By-law and the schedules and exhibits attached hereto;

AND WHEREAS the Developer has agreed that it shall construct the Development using erosion mitigation and infiltration enhancing techniques of which are attached;

AND WHEREAS the ultimate ratification of the Agreement is subject to this By-law and the Agreement herein being passed by the Directors at a duly constituted meeting and confirmed by a majority of all of the owners of the units at an owners' meeting as required by the Act;

THEREFORE BE IT ENACTED as a By-law of Niagara North Vacant Land Condominium Corporation No. 214 as follows:

1. Without limiting the powers of the Corporation as set forth in the Act, the Board of Directors of Niagara North Vacant Land Condominium Corporation No. 214 are hereby entitled to entertain, negotiate and execute an easement, licence and/or encroachment agreement with St. Davids Heritage Developments Inc. to allow the drainage of storm waters onto the Corporation's common elements and to permit St. Davids Heritage Developments Inc. to enter on and construct, repair, replace, operate and maintain a storm water drainage system on the common elements with such particulars attached as Schedule "A" to this By-law.

2. Any two (2) officers or directors of the Corporation are authorized and directed to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreements, certificates, instruments, notices and other documents, and to do all such other acts and things, as in the opinion of such persons may be necessary or desirable in connection with the Agreement with St. Davids Heritage Developments Inc., including the finalized Agreement attached as Schedule "A" to this By-law.
3. Any provision in any existing By-law of the Corporation which addresses or otherwise deals with the contents herein is deemed amended so as to comply with and be in accordance with the provisions of this By-law.
4. This By-law comes into force when the owners of a majority of the units of the Corporation vote in favour of confirming it, with or without amendment, and a copy of it is registered in accordance with section 56(9) of the Act.

The foregoing By-law No. 3 was passed by the Directors at a duly constituted meeting and confirmed by a majority of the owners of the units at an owners' meeting as required by the Act.

Dated this 13 day of JANUARY, 2020. *SR*

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. 214

Per: *Susan Pearson*
Name: *SUSAN PEARSON*
Title: *PRESIDENT*

Per: *W. Jedan*
Name: *W. JEDAN*
Title: *SECRETARY*

"I/We have authority to bind the corporation."

(c/s)

Schedule "A"

The Agreement

This agreement (the "Agreement") made as of the date last signed by the parties, Niagara North Vacant Land Condominium Corporation No. 214 (the "Condominium") and St. Davids Heritage Developments Inc. (the "Developer") below shall not be effective until By-law No. 3 of the Condominium is passed by the Directors at a duly constituted meeting and confirmed by a majority of all of the owners of the units at an owners' meeting as required by the *Condominium Act, 1998*, S. O. 1998, c. 19 (the "Act").

In consideration of the sum of Ten Dollars (\$10.00) of lawful money of Canada, now paid by the Developer to the Condominium, the parties hereto agree to the following:

The Parties

1. The Condominium is a residential condominium corporation, incorporated pursuant to the *Condominium Act, 1998*, S. O. 1998, c. 19. The Condominium created a plan of condominium on, and is the steward and occupier of, the lands and premises being Block 27, Plan 30M-384 and Part of Lot 92, Township of Niagara, designated as Part 1 on Reference Plan 30R-13511, subject to an easement in gross over Part 1 on Reference Plan 30R-13470 as in NR240816; Town of Niagara-on-the-Lake, Regional Municipality of Niagara, more particularly described in the Description attached hereto as **Exhibit "A"** (the "Lands") and now know as Niagara North Vacant Land Condominium Plan No. 214.
2. The Developer is the registered owner of the lands and premises being Part of Township Lot 92 Niagara designated as Part 2 on Reference Plan 30R-13511; Town of Niagara-on-the-Lake, Regional Municipality of Niagara, as described on the Parcel Register attached as **Exhibit "B"**. The Developer intends to develop a vacant land condominium corporation pursuant to the Act, consisting of nine (9) single detached dwellings and a private road (the "Development"), situate on Part Lot 92 in Niagara Township, Designated as Parts 2 to 4 on Plan 30R-15162 (the "Developer's Lands").

Easement and Encroachment

3. In order to develop the Development, the Developer desires to encroach on the Lands with certain improvements and constructions, including a headwall, grate and handrail, and all necessary components thereto (collectively referred to as the "Headwall"), more particularly described and shown on the Ontario Provincial Standard Drawing attached hereto as **Exhibit "C"** and situate on Part 5 on Reference Plan 30R-15162 as shown on the General Servicing Plan attached hereto as **Exhibit "D"** of which this By-law permits such encroachment via easement, in keeping with section 21 of the *Condominium Act, 1998*, in favour of the Developer.
4. Prior to any construction of the Headwall, the Developer shall apply for and obtain, at its sole cost and expense, all required permits and approvals for the construction and operation of the Headwall, with such permits and approvals to be reviewed by the Condominium for approval at the sole satisfaction of the Condominium. Provided the Condominium approves said permits and approvals, the Condominium hereby permits the Developer to access the Lands to construct, maintain, repair, relocate, and/or replace as

the case may be, from time to time the Headwall as shown and located on the Ontario Provincial Standard Drawing attached at **Exhibit "C"** and the General Servicing Plan attached at **Exhibit "D"**, but in no way does the Condominium transfer any right, title or interest in the Lands to the Developer beyond those set out in the terms and conditions of this Agreement.

5. Subject to the obligations contained in this Agreement, the Condominium and the Developer agree that a storm water drainage easement shall exist on the Lands as shown on Part of Common Elements Niagara Vacant Land Condominium Corporation No. 214 as Part 5 on Reference Plan 30R-15162 and Parts 1 & 2 on the Reference Plan 30R-15484 attached hereto as **Exhibit "E"** and in accordance with the terms and conditions set out in this Agreement (the "Easement"). For specificity, the servient lands shall be described as follows: PINS 46914-0001 to 0059, Part of the Common Elements comprising of the property included in Niagara North Vacant Land Condominium Plan No. 214, designated as Part 5 on Reference Plan 30R-15162 and Parts 1 & 2, 30R-15484, Town of Niagara-on-the Lake. The dominant land shall be described as follows: Part of PIN 46373-0573, Part of Lot 92, Niagara Township, designated as Parts 2, 3 & 4, 30R-15162, Town of Niagara-on-the-Lake.

Security and Insurance

6. The Developer shall, at the time of signing this Agreement and prior to the commencement of any work on the Lands, supply the Condominium with a one-time payment of twenty-thousand dollars (\$20,000.00) to be initially held in the Condominium's reserve fund, to guarantee the ongoing and satisfactory maintenance of the Headwall. Notwithstanding the foregoing, nothing within this provision releases the Developer from any other obligation or liability within this Agreement.
7. The Developer shall, during all times in which this Agreement is in effect, at its own cost and expense, maintain and carry in full force and effect a policy of public liability insurance in the amount of two million dollars (\$2,000,000.00) in favour of the Condominium with respect to any liabilities arising from or relating to the Headwall and/or the Easement, and shall, on an annual basis, produce to the Condominium both the insurance certificate giving details of coverage and the receipt of the current year's premium.

Construction and Maintenance of the Headwall

8. Occurring in 2019, the construction of the Headwall shall be undertaken, completed and at all times maintained by the Developer in a good and workmanlike manner, using sound engineering, construction and maintenance techniques and practices, strictly as described on **Exhibit "D"** and situate as shown on **Exhibit "C"**. The Developer shall be responsible for the actual and associated costs of constructing the Headwall.
9. The Developer shall, acting reasonably, have the right to place and operate equipment on the Lands to the extent necessary for the construction, repair, maintenance, or replacement of the Headwall.

10. The Developer shall be responsible for, solely at its cost and expense, any required repairs, maintenance or replacement to maintain the Headwall in the condition required for its intended use.
11. The Developer hereby agrees that it shall be responsible for any damage to the Lands caused by the Developer, its agents or employees in the course of exercising the rights hereby transferred, and shall as far as possible replace, at the Developer's sole cost and expense, any soil, turf, asphalt, curbs, sidewalks, driveways, paved areas, poles, retaining walls, gardens, fences or other surface material or structure removed or damaged in connection with any of the work completed during the construction or maintenance of the Headwall.
12. If the Condominium determines that the Developer has failed to comply with any of the above maintenance obligations, the Condominium may make a written request to the Developer to complete any required repairs, maintenance or replacement of the Headwall. In addition and/or alternatively, if the Developer fails to maintain the Headwall in the condition required for its intended use, the Condominium, its agents and/or contractors shall have the right, but not the obligation to perform all operations deemed necessary by the Condominium to keep the Headwall in the condition required for its intended use.
13. In the event the Condominium finds it necessary to inspect, maintain, repair, or replace the Headwall, all costs expended by the Condominium, inclusive of actual reasonable, engineering, legal, or other fees shall be paid for by the Developer. The Condominium shall provide the Developer with written verification of all of the above costs incurred and the Developer shall pay this amount within thirty (30) days after receipt.

Erosion Mitigation

14. The Developer hereby acknowledges that the presence of the Headwall and/or the Easement increases the risk of erosion to the Condominium's Lands. The Developer agrees to use all reasonable techniques, technologies and planning measures to address and mitigate erosion to the Lands that is or might be caused by the presence of the Headwall and/or the Easement. All costs related to addressing and mitigating actual and/or possible erosion to the Lands due to the presence of the Headwall and/or the Easement, including without limitation the costs of professional services and engineering studies, shall be paid for by the Developer.
15. If, in the opinion of the Condominium's engineer, acting reasonably, the placement of the Headwall or the attending drainage through the Easement is or may cause prejudicial erosion and/or damage to the Condominium's Lands, the Developer shall submit a written request to the Condominium, detailing the particulars of proposed erosion mitigation work. Upon receipt of the written request, the Condominium shall have forty-five (45) days to provide a written response to the request. If the Condominium fails to respond to a request to engage in erosion mitigation work, the Developer shall have the right to complete the work. The costs of such work shall be paid for by the Developer, in keeping with this Agreement.

16. If, in the opinion of the Condominium's engineer, acting reasonably, there is possible or actual prejudicial erosion and/or damage to the Condominium's Lands, but such cannot be attributed to the placement of the Headwall or the attending drainage through the Easement, the costs of addressing and mitigating the actual and or/possible erosion shall be shared equally by the Condominium and the Developer.
17. The Developer, in strict accordance with **Exhibit "D"** and the Grading Plan attached hereto as **Exhibit "F"**, shall grade and service the Developer's Lands, and have both the attending General Servicing Plan and Grading Plan referenced in the declaration and binding upon the eventual condominium, in keeping with sections 7 and 9 of the *Condominium Act, 1998*.

Indemnity

18. The Developer shall indemnify the Condominium from any claim, action, suit or demands which may be brought against and made upon the Condominium, and from all losses, costs, charges and expenses, including court costs and legal fees which may be incurred, sustained and paid by the Condominium relating in any way to or arising out of the design, construction, use, operation inspection, maintenance, repair, replace, or removal of the Headwall and/or to the presence of the Easement. The Developer shall indemnify the Condominium for any loss, damage, injury, or death arising out of the Developer's personal use or the use of their invitees of the Lands, Easement and/or the Headwall.
19. If, due to the presence of the Headwall and/or Easement, the Condominium incurs any costs in the repair, maintenance or operation of the Lands, the Developer agrees to pay all such additional costs, upon receipt or written verification of such costs, and shall pay this amount within thirty (30) days after receipt.

Limitation of Rights

20. This Agreement shall not grant any permission to the Developer to erect any new encroachment not specified in this Agreement and shall not provide any implied right on the Developer to alter, reconstruct, or otherwise change the Lands, the Easement or the Headwall except as set out in this Agreement.

Governing Laws and Duration

21. This Agreement shall be governed by the laws of Ontario and shall enure to the benefit of and be binding on the heirs, executors, administrators, and successors and assigns of the parties respectively, and shall not be changed, altered, modified or amended, except by a by-law passed by the Directors of the Condominium at a duly constituted meeting and confirmed by a majority of the owners of the units at an owners' meeting as required by the Act.

Successors and Assigns

22. In the event of a condominium corporation eventually being registered on Lot 92 in Niagara Township, designated as Parts 2 to 4 on Plan 30R-15162, or upon the Developer conveying title to the Developer's Lands, the Developer's responsibilities, obligations, and

liabilities herein shall be transferred to and assumed by the Developer's successors and/or assigns, including but not limited to the successor condominium and/or owner.

The Parties Shall Codify and Register this Agreement

23. The Developer shall codify this Agreement, pursuant to the Act, in the Declaration and By-laws of the eventual condominium corporation developed and registered on Lot 92 in Niagara Township, designated as Parts 2 to 4 on Plan 30R-15162. Should such codification not occur or be repealed, this by-law shall automatically be deemed to be repealed.
1. The Condominium shall codify this Agreement pursuant to the Act, pursuant to section 21 of the Act.
2. This Agreement shall be registered on title to the Lands and on title to the Developer's Lands, and the costs of preparation and registration of same shall be paid for by the Developer.

Dispute Resolution

24. The parties shall make all reasonable efforts to resolve disputes by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
25. Either party may initiate mediation proceedings by providing the other party with notice of mediation in writing, delivered personally or by registered mail. The notice of mediation shall include a statement, no longer than two (2) pages, containing a brief description of the disagreement, why the requesting party requests mediation, and three (3) proposed mediation dates. Mediation proceedings shall be in keeping with section 132 of the *Condominium Act, 1998*.
26. The parties shall mutually agree upon a date and mediator within ten (10) working days after the date on which either party by notice of mediation requests that mediation occur. The mediation shall be held within sixty (60) days after the date on which the notice of mediation is provided. The costs of hiring a mediator shall be shared equally between the Condominium and the Developer.
27. If good faith negotiations and the mediation process are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties shall submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, or appointed as set out later herein, and the decision of the arbitrator shall be binding upon the parties, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute. Arbitration proceedings shall be in keeping with section 132 of the *Condominium Act, 1998*.
28. The parties shall promptly meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each

party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party of the appointment. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being so requested to do so, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with the *Arbitration Act, 1991* and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than in accordance with the *Arbitration Act, 1991*.

29. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome of the arbitration and any award being made by the arbitrator as to costs.

Severability

30. If any portion or provision of this Agreement shall be held unenforceable or illegal, the illegal or unenforceable provision shall be inoperable, and the remaining provisions of this Agreement shall be effective as if such unenforceable or illegal provision were not a part hereof.


Execution and Ratification of Agreement

31. This Agreement may be executed by the parties in counterparts and when both parties have executed at least two counterparts, all of such counterparts shall be deemed to be originals and all such counterparts taken together shall constitute one and the same agreement.
32. The ultimate ratification of this Agreement is subject to the Condominium's By-law No. 3 being passed by the Directors at a duly constituted meeting and confirmed by a majority of all of the owners of the units at an owners' meeting as required by the Act.

[Signature Page Follows]


IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their duly authorized signing officers.

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. 214

Per: 

SUSAN PEARSON

Name: _____
Position: PRESIDENT



WOJDAN WJEDAN

Name: _____
Position: SECRETARY

"I/We have authority to bind the Corporation"

(c/s)

ST. DAVIDS HERITAGE DEVELOPMENTS INC.

Per: 

Name: _____
Position: DIRECTOR, CO-president

Name: _____
Position: _____

"I/We have authority to bind the Corporation"

(c/s)

Exhibit "A"



PART 1 OF 4 PARTS		SHEET 1 OF 1 SHEETS	
INDEX OF PARTS			
PART	SHEET(S)	DESCRIPTION	
1	1	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE APPURTENANT AND SERVIENT INTERESTS AND THE DESIGNATION OF UNITS, IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1981.	
2	1	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS.	
3	NIL	ARCHITECTURAL PLANS	
4	NIL	STRUCTURAL PLANS	

Niagara North Vacant Land Condominium Plan No. 214

UNITS 1 TO 59 (inclusive) LEVEL 1

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF NIAGARA NORTH (No. 30) AT 1:00 P.M. ON THE 11TH DAY OF November 2010

[Signature]
ASSISTANT DEPUTY LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1981, THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON SEPTEMBER 1, 2010

September 2, 2010
DATE

[Signature]
Allan J. Heywood
Ontario Land Surveyor

DECLARATION REGISTERED AS No. **NR 254646**

THIS PLAN COMPRISES ALL OF PIN 46373-0485(LT) AND ALL OF PIN 46373-0572(LT).

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS
(PURSUANT TO CLAUSES R(1) (G) AND (H) OF THE CONDOMINIUM ACT 1988)

TOGETHER WITH (APPURTENANT INTERESTS)	PART	PLAN	DESCRIBED IN	NOTES
	NIL	NIL	NIL	NONE
SUBJECT TO (SERVIENT INTERESTS)	1	30R-13470	NR240816	NONE
	1	30R-13511	DECLARATION	All Units A-D
	1	30M-3944	DECLARATION	Common Elements

LEGEND

■	DENOTES SURVEY MONUMENT FOUND
○	SURVEY MONUMENT SET
□	OUT FENCE
▤	WOOD FENCE
▥	STANDARD IRON BAR
▧	SHORT STAGNANT IRON BAR
▨	FOUND IRON BAR
▩	CONCRETE PIN & WASHER
⊕	WELDED
⊖	MASTERY OF TRANSPORTATION OF ONTARIO
⊗	Mathews Cameron Heywood - Kerry T. Howe Surveying Limited
⊘	PLAN 30R-13470
⊙	PLAN 30R-13511
⊚	PLAN 30M-3944
⊛	PLAN 30R-13470

N = North / S = South / E = East / W = West / M = Measure / P = Projection
 — DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS.

METRIC NOTE
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BEARING NOTE
BEARINGS ARE ASTROMETRIC AND ARE REFERRED TO THE WESTERLY LIMIT OF FOUR MILE CREEK ROAD AS SHOWN ON PLAN 30R-13470 AS HAVING A BEARING OF N27°23'20"W.

UNIT BOUNDARY DEFINITIONS
MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE SURVEY MONUMENTS AS SHOWN ON THE FACE OF THE PLAN DESCRIBED IN SCHEDULE "C" OF THE DECLARATION.
AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

PLAN OF SURVEY OF
BLOCK 27, PLAN 30M-384
AND
PART OF NIAGARA TOWNSHIP LOT 92
TOWN OF NIAGARA-ON-THE-LAKE
REGIONAL MUNICIPALITY OF NIAGARA
MATTHEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LIMITED
2010

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

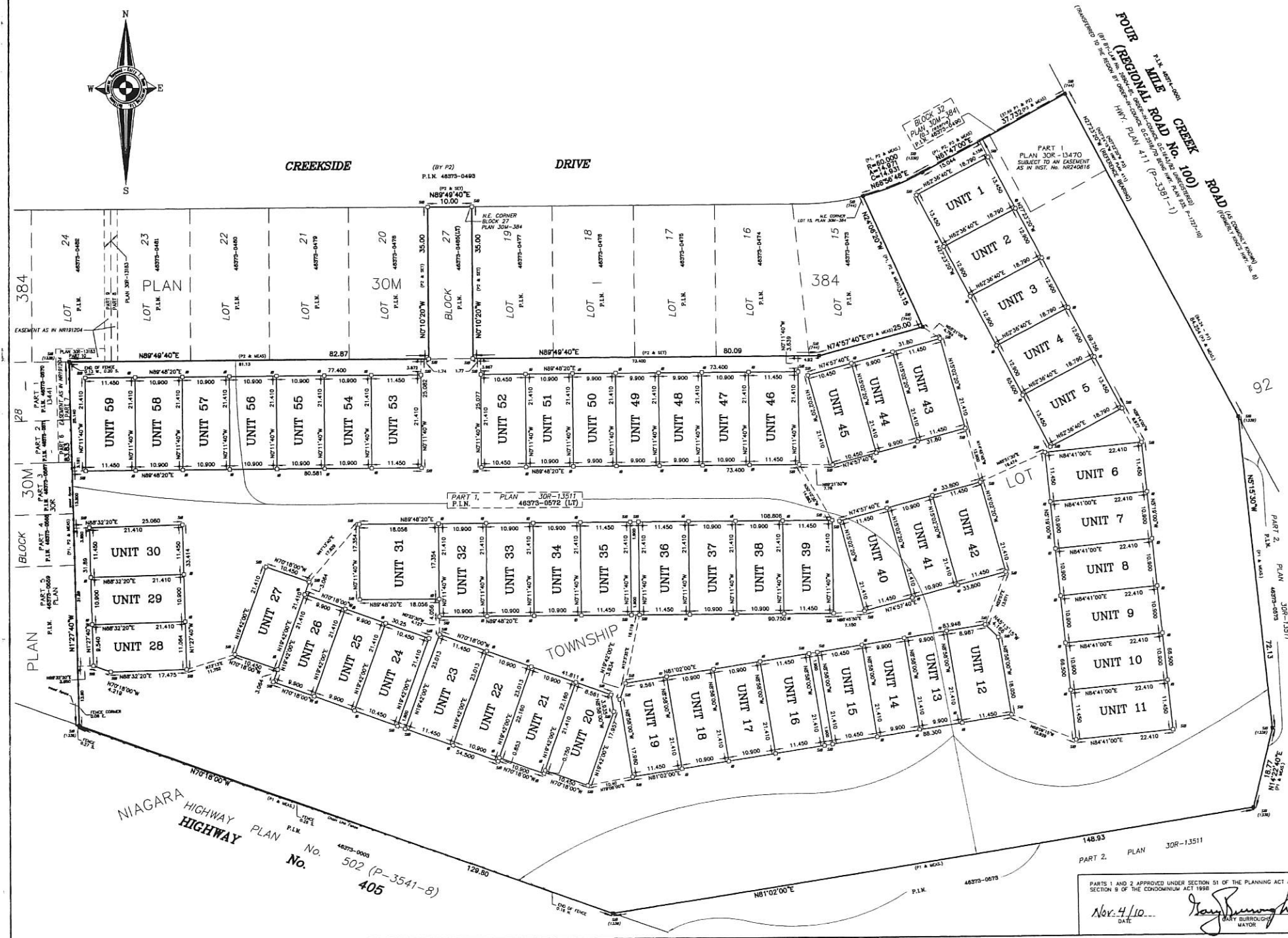
DECLARANT: GREY FOREST HOMES LTD.

September 23, 2010
Date

[Signature]
RUDY SAWATZKY
President /
GREY FOREST HOMES LTD.
(I have the authority to bind the Corporation)

MATTHEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LTD.
233 Shirley Avenue - Unit 21, Niagara Falls, Ontario L2E 5Z2 Phone: 905-380-3800 Fax: 905-380-4214
10 Chapel Street, St. Catharines, Ontario L2R 7K5 Phone: 905-352-3333
www.mathewscameronheywood.com

Drawn: J.H. Checked: B.M./A.J.H. L.L.N.: 58948 File: SC-2010-18



Niagara North Vacant Land Condominium Plan No. 214

PLAN OF SURVEY OF
THE EXTENT AND LOCATION OF THE
EXCLUSIVE USE PORTIONS OF THE
COMMON ELEMENTS ON LEVEL 1

MATTHEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LIMITED
2010

LEGEND

SYMBOL	DENOTES	SURVEY MONUMENT FOUND
+	IRON PIPE	IRON PIPE
⊕	WOODEN POST	WOODEN POST
⊙	CONCRETE MONUMENT	CONCRETE MONUMENT
⊛	WIRELESS	WIRELESS
(T4)	MATTHEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LIMITED	
(138)	M.A. WARDROP, OLSB.	

--- DENOTES BOUNDARIES OF THE EXCLUSIVE USE PORTIONS

NOTES
EXCLUSIVE USE PORTIONS NUMBERED 1-59 (WITH THE PREFIX "A") ARE ALLOCATED TO THE OWNER OF THE UNIT IDENTIFIED BY THE SAME NUMBER.

METRIC NOTE
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

BEARING NOTE
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE WESTERLY LIMIT OF FOUR MILE CREEK ROAD AS SHOWN ON PLAN JOR-13470 AS HAVING A BEARING OF N27°23'20"W.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON SEPTEMBER 1, 2010

September 2, 2010
DATE

Allan J. Heywood
ALLAN J. HEYWOOD
Ontario Land Surveyor

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS PLAN OF SURVEY ACCURATELY SHOWS THE EXTENT AND LOCATION OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS.

September 2, 2010
DATE

Allan J. Heywood
ALLAN J. HEYWOOD
Ontario Land Surveyor

MATTHEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LTD.
5533 Steeles Ave. E. Unit 11, Scarborough, Ontario M1V 5T3 Phone 416-291-3883 Fax 416-291-3824
10 Church St., St. Catharines, Ontario N2K 1K2 Phone 905-336-3338
www.mchs-surveyors.com

Drawn: J.H. Checked: B.M./A.J.H. L.L.N.: 36946 File: SC-2010-18



Exhibit "B"

PROPERTY DESCRIPTION: PT TWP LT 92 NIAGARA PT 2 30R13511 TOWN OF NIAGARA-ON-THE-LAKE

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2004/06/23.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 46373-0458

PIN CREATION DATE:
2010/08/27

OWNERS' NAMES
ST. DAVIDS HERITAGE DEVELOPMENTS INC.

CAPACITY SHARE

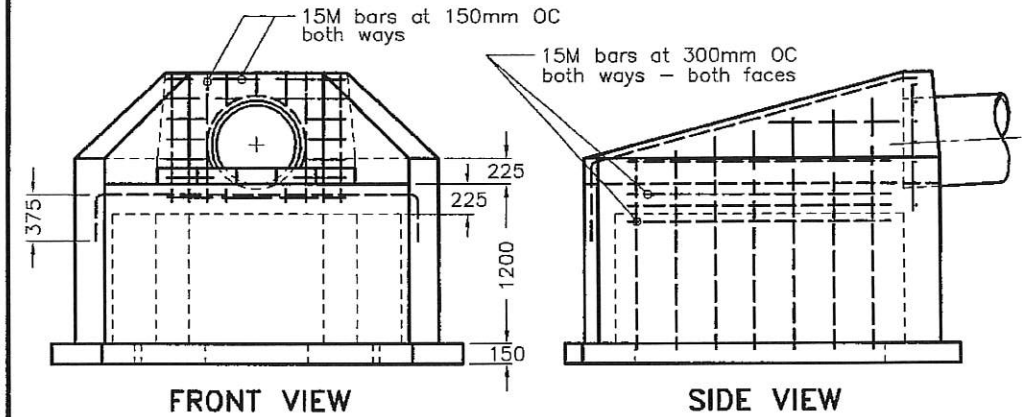
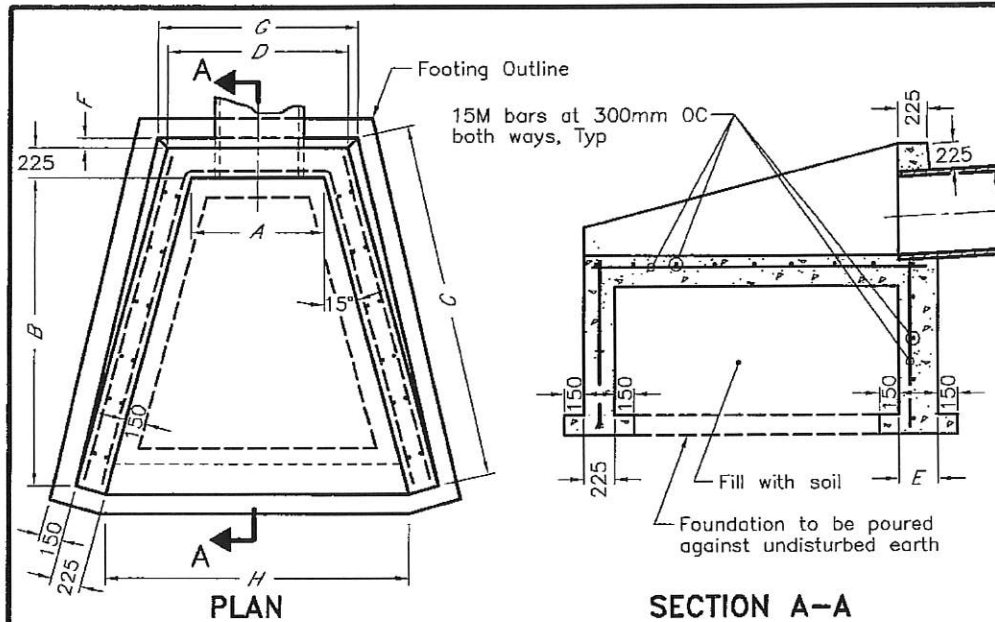
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2010/08/27 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
RO817423	2004/02/05	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE	FEDORKOW, JOHN FEDORKOW, DEBORAH MARIE	
NR30082	2004/06/23	APL ABSOLUTE TITLE		FEDORKOW, JOHN FEDORKOW, DEBORAH MARIE	FEDORKOW, JOHN FEDORKOW, DEBORAH MARIE	C
REMARKS: PT 1 30R11171						
NR227305	2009/12/14	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GREY FOREST HOMES LTD.	ST. DAVIDS HERITAGE DEVELOPMENTS INC.	
NR227306	2009/12/14	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ST. DAVIDS HERITAGE DEVELOPMENTS INC.	THE EFFORT TRUST COMPANY	
REMARKS: NR227305.						
30R13511	2010/04/29	PLAN REFERENCE				C
NR241125	2010/06/07	NOTICE	\$1	THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE		C
NR248997	2010/08/25	TRANSFER	\$2	1238841 ONTARIO LIMITED	ST. DAVIDS HERITAGE DEVELOPMENTS INC.	C
REMARKS: PLANNING ACT STATEMENTS						
NR256003	2010/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EFFORT TRUST COMPANY		
REMARKS: NR227305.						
NR299358	2012/05/29	APL (GENERAL)		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
30R15162	2018/04/09	PLAN REFERENCE		THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE		C
NR480752	2018/05/15	NOTICE	\$1	THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE		C
REMARKS: AFFECTS PART 1, 30R15162						

Exhibit "C"



PIPE DIA	ENDWALL DIMENSIONS							
	A	B	C	D	E	F	G	H
600	1050	2400	2725	1400	300	75	1525	2350
675	1125	2400	2725	1475	300	75	1600	2425
750	1200	2400	2725	1550	300	75	1675	2500
825	1275	2400	2725	1625	300	75	1755	2575
900	1350	2400	2725	1700	300	75	1825	2650
975	1425	2400	2725	1775	375	150	1975	2725
1050	1500	3000	3400	1850	375	150	2050	3100
1200	1650	3000	3400	2000	375	150	2200	3250
1350	1800	3000	3400	2150	375	150	2350	3400
1500	1950	3000	3400	2300	375	150	2500	3550
1650	2100	3000	3400	2450	375	150	2650	3700
1800	2250	3000	3400	2600	375	150	2800	3850
2400	3000	3000	3400	3350	375	150	3550	4600

NOTES:
 A This OPSD to be read in conjunction with OPSD 3940.150.
 B Class of concrete: 30MPa.
 C Cover to reinforcing bars: 75mm ±20mm.
 D Granular backfill to be placed to 300mm min thickness on all sides.
 E All dimensions are in millimetres unless otherwise shown.


ONTARIO PROVINCIAL STANDARD DRAWING	Nov 2017	Rev 1	
CONCRETE HEADWALL			
FOR SEWER OR CULVERT PIPE OUTLET			
OPSD 804.040			

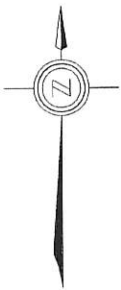
Exhibit "D"

Exhibit "E"

**PLAN OF SURVEY OF
PART OF THE COMMON ELEMENTS
NIAGARA NORTH VACANT LAND CONDOMINIUM PLAN NO. 214
TOWN OF NIAGARA-ON-THE-LAKE
REGIONAL MUNICIPALITY OF NIAGARA**

SCALE 1 : 750
0 10 20 30 metres

KIRKUP MASCOE URE SURVEYING LTD.
ONTARIO LAND SURVEYORS



INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORPs) : UTM ZONE 17, NAD83 (CSRS) (2010).
COORDINATE VALUES ARE TO URBAN ACCURACY PER SEC. 14 (2) OF ONTARIO REGULATION 216/10.

ORP	NORTHING	EASTING
Ⓐ	4779174.03	654220.48
Ⓑ	4778900.23	654382.84

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

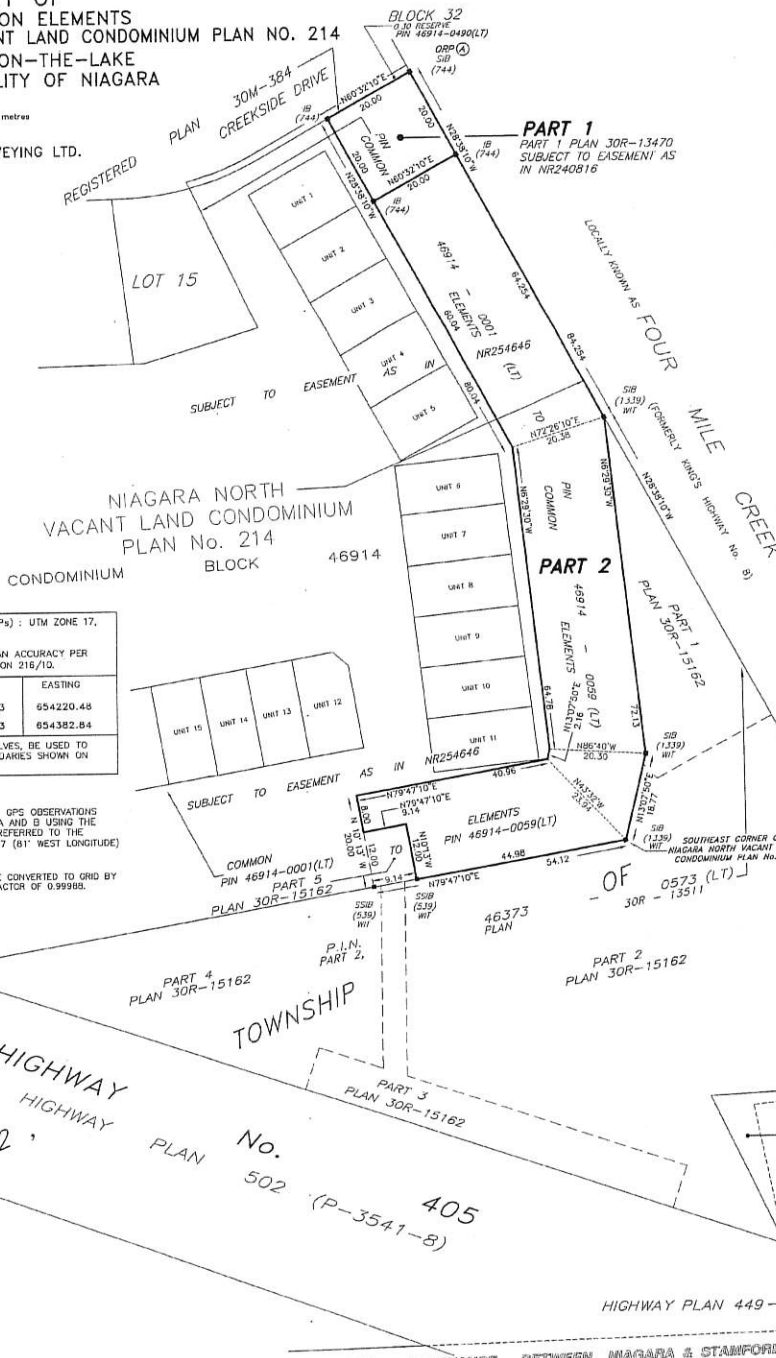
BEARING NOTE

BEARINGS ARE GRID, DERIVED FROM GPS OBSERVATIONS ON OBSERVED REFERENCE POINTS A AND B USING THE CAN-NET VRS NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD 83 (CSRS) (2010).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING THE COMBINED SCALE FACTOR OF 0.99988.

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
SEPTEMBER 9, 2019
DATE
William A. Mascoe
WILLIAM A. MASCOE
ONTARIO LAND SURVEYOR

PLAN 30R-15484
RECEIVED AND DEPOSITED
Sept. 25, 2019
DATE
N. PIRSON
N. PIRSON
REPRESENTATIVE FOR THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF NIAGARA NORTH (No. 30)

SCHEDULE

PART	LOT	CONDOMINIUM PLAN	P.I.N.	AREA
1	PART OF THE COMMON ELEMENTS	NIAGARA NORTH VACANT LAND CONDOMINIUM PLAN No. 214	PART OF 46914-0001(LT) TO 46914-0059(LT) BOTH INCLUSIVE	400m ² 3662m ²

PARTS 1 and 2 ARE SUBJECT TO EASEMENT AS IN NR254646
PART 1 IS SUBJECT TO EASEMENT AS IN NR240816

LEGEND AND NOTES

- WIT DENOTES WITNESS
- SSIB DENOTES SHORT STANDARD IRON BAR
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- DENOTES SURVEY MONUMENT FOUND
- ⊕ DENOTES SURVEY MONUMENT SET
- 43 DENOTES W. A. MASCOE, O.L.S
- 744 DENOTES MATTHEWS, CAMERON, HEYWOOD-KERRY T. HOWE SURVEYING LTD.
- MTO DENOTES MINISTRY OF TRANSPORTATION ONTARIO
- 539 DENOTES D. G. URE, O.L.S.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

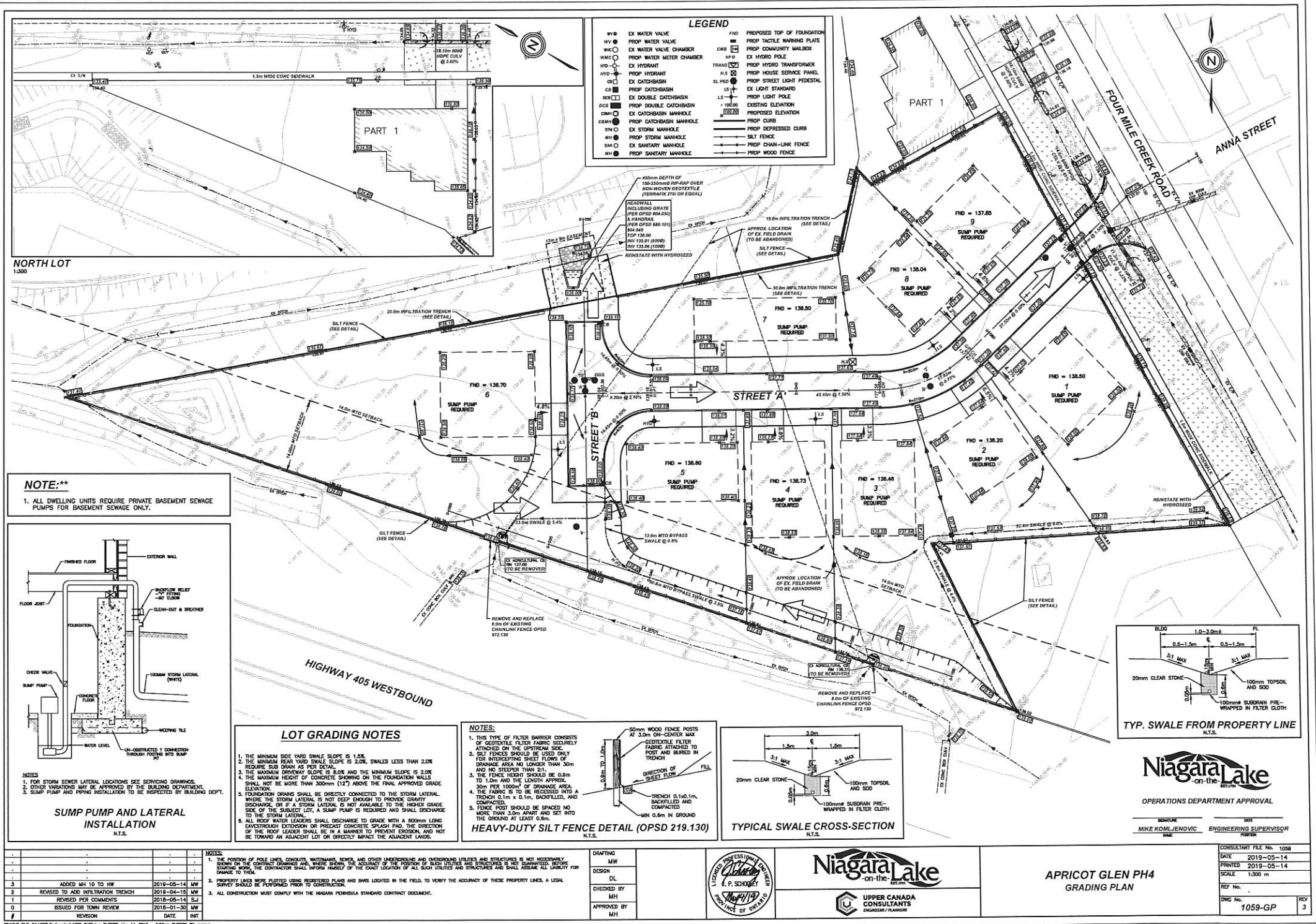
2. THE SURVEY WAS COMPLETED ON THE 8TH DAY OF JULY 2019.

July 8, 2019
DATE
William A. Mascoe
WILLIAM A. MASCOE
ONTARIO LAND SURVEYOR

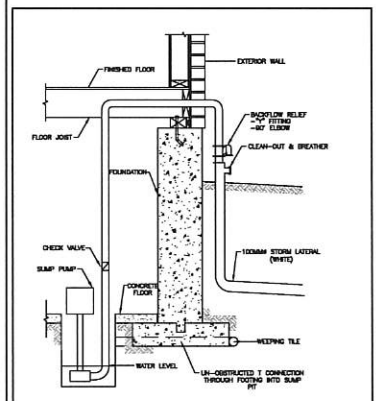
KIRKUP MASCOE URE
SURVEYING LTD.
49 EASTCHESTER AVENUE, ST. CATHARINES, ONTARIO L2P-2Y6
TELEPHONE (905) 641-1007, FAX (905) 641-4424
E-MAIL info@niagarasurveyors.com
www.niagarasurveyors.com

DATE : SEPTEMBER 9, 2019 JOB No. : 17-0014 DWG FILE : 17-0014 2nd R-PLAN

Exhibit "F"



NOTE:**
 1. ALL DWELLING UNITS REQUIRE PRIVATE BASEMENT SEWAGE PUMPS FOR BASEMENT SEWAGE ONLY.



FOR STORM SEWER LATERAL LOCATIONS SEE SERVING DRAWINGS.
 2. OTHER VARIATIONS MAY BE APPROVED BY THE BUILDING DEPARTMENT.
 3. SUMP PUMP AND PIPING INSTALLATION TO BE INSPECTED BY BUILDING DEPT.

SUMP PUMP AND LATERAL INSTALLATION
 N.T.S.

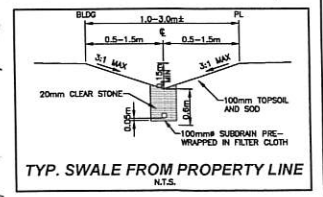
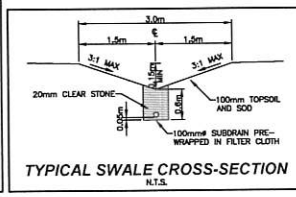
LOT GRADING NOTES

1. THE MINIMUM SIDE YARD SWALE SLOPE IS 1.5%.
2. THE MINIMUM REAR YARD SWALE SLOPE IS 2.0%. SWALES LESS THAN 2.0% REQUIRE SUB DRAIN AS PER DETAIL.
3. THE MAXIMUM DRIVEWAY SLOPE IS 8.0% AND THE MINIMUM SLOPE IS 2.0%.
4. THE MAXIMUM HEIGHT OF CONCRETE SKIRTING ON THE FOUNDATION WALLS SHALL NOT BE MORE THAN 300mm (12") ABOVE THE FINAL APPROVED GRADE ELEVATION.
5. FOUNDATION DRAINS SHALL BE DIRECTLY CONNECTED TO THE STORM LATERAL. WHERE THE STORM LATERAL IS NOT DEEP ENOUGH TO PROVIDE GRAVITY DISCHARGE, OR IF A STORM LATERAL IS NOT AVAILABLE TO THE HIGHER GRADE SIDE OF THE SUBJECT LOT, A SUMP PUMP IS REQUIRED AND SHALL DISCHARGE TO THE STORM LATERAL.
6. ALL ROOF WATER LEADERS SHALL DISCHARGE TO GRADE WITH A 800mm LONG DAVESTROUGH EXTENSION OR PRECAST CONCRETE SPLASH PAD. THE DIRECTION OF THE ROOF LEADER SHALL BE IN A MANNER TO PREVENT DRIPDOWN, AND NOT BE TOWARD AN ADJACENT LOT OR DIRECTLY IMPACT THE ADJACENT LANDS.

NOTES:

1. THIS TYPE OF FILTER BARRIER CONSISTS OF GEOTEXTILE FILTER FABRIC SECURELY ATTACHED TO THE UPSTREAM SIDE.
2. SILT FENCES SHOULD BE USED ONLY FOR INTERCEPTING SHEET FLOWS OF DRAINAGE AREA NO LONGER THAN 30m AND NO STEEPER THAN 2:1.
3. THE FENCE HEIGHT SHOULD BE 0.9m TO 1.0m AND THE LENGTH APPROX. 30m PER 1000m² OF DRAINAGE AREA.
4. THE FABRIC IS TO BE RECESSED INTO A TRENCH 0.1m x 0.1m, BACKFILLED, AND COMPACTED.
5. FENCE POSTS SHOULD BE SPACED NO MORE THAN 3.0m APART AND SET INTO THE GROUND AT LEAST 0.6m.

HEAVY-DUTY SILT FENCE DETAIL (OPSD 219.130)
 N.T.S.



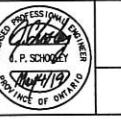
Niagara Lake
 ON-THE-LAKE
 OPERATIONS DEPARTMENT APPROVAL
 MIKE KOMLJENOVIC
 ENGINEERING SUPERVISOR

NO.	REVISION	DATE	INIT.
1	REVISED PER COMMENTS	2018-05-14	S.J.
2	ISSUED FOR TOWN REVIEW	2018-01-30	MM
3	ADDED MH 10 TO HW	2019-05-14	MW
4	REVISED TO ADD INFILTRATION TRENCH	2018-04-15	MW

NOTES:

1. THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWER, AND OTHER UNDERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
2. ALL CONSTRUCTION MUST COMPLY WITH THE NIAGARA PENINSULA STANDARD CONTRACT DOCUMENT.

DRAWING	MW
DESIGN	DL
CHECKED BY	MH
APPROVED BY	MH



APRICOT GLEN PH4
 GRADING PLAN

CONSULTANT FILE No.	1059
DATE	2019-05-14
PRINTED	2019-05-14
SCALE	1:300 m
REF No.	
DWG No.	1059-GP
REV	3