

OFFICE CONSOLIDATION

THE CORPORATION OF THE CITY OF WELLAND

BY-LAW NUMBER 2002-1

BEING A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF A STANDARD SUBDIVISION AGREEMENT WHEREVER SUCH AGREEMENT IS IMPOSED BY THE CITY OF WELLAND COMMITTEE OF ADJUSTMENT AS A CONDITION OF APPROVAL OF A CONSENT OR VARIANCE AND TO REPEAL BY-LAW 11270

WHEREAS for the purpose of implementation of its Lot Drainage Policy, inter alia, Council deems it necessary and advisable to authorize the use of and due execution of a Standard Subdivision Agreement, whenever, upon a request on behalf of the Corporation, the City of Welland Committee of Adjustment has imposed such Standard Subdivision Agreement as a condition to a Consent or Variance;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF WELLAND ENACTS AS FOLLOWS:

1. That Standard Subdivision Agreement, a true copy of which is attached hereto as Schedule "A" to this By-law which shall form for all purposes part of This By-law, is approved and authorized as a Standard Subdivision Agreement to be used whenever the City of Welland Committee of Adjustment imposed such an Agreement as a condition of a Consent or Variance.
2. That the Clerk shall cause the Corporate seal to be affixed and the Mayor and Clerk shall execute in their respective capacities each and every Standard Subdivision Agreement so imposed.
3. That the form and content of the Agreement hereby authorized constitutes a remodelled and amended form on an Agreement earlier authorized for such purposes and nothing in this By-law shall be deemed to invalidate in any way any previous Agreement.
4. That By-law 11270 be and shall be deemed to be repealed.
5. That the Clerk shall cause the Corporate seal to be affixed and the Mayor and Clerk shall execute in their respective capacities any documentation required to register or discharge any Standard Subdivision Agreement.

READ A FIRST, SECOND AND THIRD TIME AND PASSED BY COUNCIL THIS 15TH DAY OF JANUARY, 2002.

NOTE: This Office Consolidation is prepared for purposes of convenience only, and for accurate reference recourse should be had to the original By-laws.

STANDARD SUBDIVISION AGREEMENT

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STANDARD SUBDIVISION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2006

B E T W E E N:

THE CORPORATION OF THE CITY OF WELLAND
hereinafter called "the City"

OF THE FIRST PART

and

«OWNERNAME» SECOND OWNER NAME
hereinafter called "the Owner(s)"

OF THE SECOND PART

and

BANK
hereinafter called "the Mortgagee(s) or Chargee(s)"

OF THE THIRD PART

WHEREAS the Owner(s) represent that it owns the lands and premises known municipally as «AddressNew» more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Mortgagee/Chargee of the third part has a mortgage/charge on the said lands registered in the Registry Office for Niagara South (No. 59) as Instrument No. INSTRUMENT NUMBER ;

NOW THEREFORE in consideration of the mutual covenants and agreements and conditions hereinafter contained and in consideration of the sum of Two Dollars (\$2.00), payment of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

- 1. LIST OF SCHEDULES ATTACHED**
Schedule "A" - Description of Lands to Which This Agreement Applies
Schedule "B" - Surface Drainage and Lot Grading Plan

- 2. DEFINITIONS**
In this Agreement,
 - (a) "City Clerk" means the Clerk of The Corporation of the City of Welland;
 - (b) "City Engineer" means the Engineer of The Corporation of the City of Welland;
 - (c) "City Treasurer" means the Treasurer of The Corporation of the City of Welland;
 - (d) "Consultant" means the Engineer or firm of Professional Engineers of Ontario retained by the Owner;
 - (e) "Plan" means the Lot Drainage Plan upon the lands described in Schedule "A" and as shown on Schedule "B" both annexed hereto, in accordance with this

Agreement.

3. SURFACE DRAINAGE PLAN

(a) The Owner shall furnish, to the City, a Surface Drainage and Lot Grading Plan as shown on the attached Schedule "B", of all the lands included in the Plan, satisfactory to the City Engineer, indicating the Owner's intended treatment of calculated runoff from the lands included in the Plan and the buildings or structures to be eventually erected thereon in accordance with the City's Lot Grading and Drainage Policy;

(b) Prior to the issuance of any Building Permit, the Plan may be amended from time to time with the approval of the City Engineer, as required by the circumstances, in order to reflect, maintain and ensure proper drainage contours, provided that such amendment does not enlarge any adverse impact on the neighbouring lands arising out of the original Plan;

(c) The Owner shall submit a revised plan, indicating the exact footprint of the building, with the submission of any Application for a Building Permit;

(d) The Owner, for itself, its successors and assigns, covenants and agrees that upon and after the construction of buildings and structures on the said lands, all lot levels shall be graded and maintained in accordance with the said Plan and the provisions of the City's Lot Grading and Drainage Policy, as amended from time to time;

(e) The Owner covenants and agrees that the covenant Agreements and conditions herein shall enure to the benefit of and bind the Owner and its successors and assigns, the Owners from time to time of the land included in the Plan, and such covenants shall run with the said lands. The City will not be involved nor participate in any dispute or remedial work pertaining to the Plan or the covenants referred to herein, the intention being that all such disputes and/or remedial work shall be settled between the affected land owners;

(f) The Owner shall comply with all provisions and conditions contained in the Lot Grading and Drainage Policy of The Corporation of the City of Welland.

4. DRAINAGE, LANDSCAPING AND DESIGN

(a) Grade Control

The Owner or Owners, from time to time, agrees to grade and drain all the lands in accordance with the Plan required by this Agreement and approved by the City Engineer.

(b) Topsoil

The Owner agrees that no topsoil shall be removed from the lands on the Plan, without the written consent of the City. Where it becomes necessary to temporarily remove any topsoil from the lands of the Plan, it shall be stock-piled and replaced on the lot or block to a depth of at least fifteen (15) centimetres (approximately six (6) inches) over the entire area not covered by buildings, driveways or paved areas. If the existing topsoil on the site is not sufficient, additional topsoil will be supplied by the Owner to maintain the required depth over the area.

(c) Landscaping - Trees

The Owner agrees to plant at least one (1) tree in the front yard of all lots created in

accordance with this Agreement. The said tree shall be one of the following varieties and shall conform to the standards hereinafter established:

Variety of Trees Approved for Planting

<u>Common Name</u>	<u>Botanical Name</u>	
Ornamental Pear	Pyrus calleryana	
Maidenhair Tree	Ginkgo bilboa	
Honey Locust	Gleditsia triacanthos	
Common Hackberry	Celtis occidentalis	
Crimson King Maple	Acer platanoides	'Crimson King'
Deborah Maple	Acer platanoides	'Deborah'
Hedge Maple	Acer campestre	
Autumn Blaze Maple	Acer x freemanii	
Little Leaf Linden	Tilia cordata	
Accolade Elm	Ulmus japonica	

Standards

All trees planted in accordance with this Agreement shall be nursery stock, being well branched, healthy and free from disease, insect infect, rodent damage, sun scald, frost cracks or and other abrasions or scars on the bark and shall be at least forty-five (45) millimetres caliper at chest height.

5. PERFORMANCE GUARANTEE

The Owner shall deposit with the City Treasurer as a security and guarantee for the performance of the work, the sum of \$1,000.00 cash or irrevocable standby Letter of Credit per part. The said sum shall be repaid to the Owner after the City Engineer has certified that the Owner has satisfactorily complied with all of the provisions of Section 3 (d) and Section 4 (c) hereof.

6. PARKLAND DEDICATION

For park or other recreational purposes the Owner shall convey either five (5) per cent of the lands approved for severance or pay the equivalent in cash in lieu thereof, as the City may determine.

Any Cash-in-Lieu of Parkland dedication shall be paid to the City of Welland upon the signing of this Agreement. The Owner shall provide the City with an appraisal report prepared by a qualified Appraiser establishing the value of the subject lands as of the day before the day the provisional consent was given.

7. DEVELOPMENT CHARGES

The Owner will be required to pay Development Charges to the City of Welland prior to the issuance of a Building Permit.

8. ADMINISTRATION

(a) Registration of the Agreement

Prior to the issuance of a Building Permit the Owner (and the Mortgagee), if any, agree that this Agreement and the Schedules hereto or any parts thereof shall be registered upon the title of the lands.

(b) Mortgagee Becoming Owner

The Mortgagee herein joins to consent to the terms of the Agreement and agrees that in the event the lands become vested in him, the Mortgagee shall be required to comply with the terms to the same extent as if he had joined as Owner.

9. BENEFIT AND BURDEN

IT IS DECLARED AND AGREED that this Agreement and the covenants, provisions, conditions and schedules herein shall enure to the benefit of and be binding on the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Corporate seals of the Owner and the City are hereunto affixed under the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED)	THE CORPORATION OF THE CITY OF
)	WELLAND
)	
)	
)	_____
)	DAMIAN GOULBOURNE, MAYOR
)	
)	
)	_____
)	CRAIG A. STIRTZINGER, CLERK
)	
)	
)	
)	_____
)	«OWNERNAME»
)	
)	
)	_____
)	SECOND OWNER NAME
)	
)	
)	
)	BANK
)	
)	
)	_____
)	SIGNING AUTHORITY AND TITLE
)	
)	
)	

SCHEDULE "A" - DESCRIPTION OF LAND

In the City of Welland in the Regional Municipality of Niagara and being composed of «LegalDescriptionNew».

SCHEDULE "B" - SURFACE DRAINAGE AND LOT GRADING PLAN