

BETWEEN:

hereinafter called the “**Owner**”

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, provision 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 Condominium agrees that all drainage is to be contained on site and no grades to be modified in such a way that drainage adversely affects adjacent properties.
3. 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.
4. The Owner agrees to insert the following clause into all Offers and Agreements of Purchase and Sale or Lease for units 12-16:

“Owners/Purchasers/Tenants are advised that they will need to bring their waste and recycling containers to their designated waste collection pad on their designated collection day in order to receive curbside collection.”
5. The Owner shall pay the City’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.
6. The Owner consents to the registration of this Agreement against the title to the lands described in Schedule “A”.
7. 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”.
8. The Owner shall pay the applicable City, Niagara Region, District School Board of Niagara and Niagara District Catholic School Board development charges in place at the time of the Building Permit issuance.

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

WITNESS

ECRM LUNDY’S TOWNHOMES LTD.

(printed name)

(printed name)

(signature)

(signature)

(date)

(date)

☐ I have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF THOROLD

Mayor Terry Ugulini

Clerk Matthew Trennum

SCHEDULE "A"

Legal Description

PIN 64057-0870 (LT)

BLOCK 155, PLAN 59M479; PART OF LOTS 91 AND 92, ORIGINAL TOWNSHIP OF THOROLD, NOW IN THE CITY OF THOROLD, REGIONAL MUNICIPALITY OF NIAGARA; SUBJECT TO AN EASEMENT AS IN SN720087; SUBJECT TO AN EASEMENT IN GROSS AS IN SN721101; SUBJECT TO AN EASEMENT AS IN SN724113; SUBJECT TO AN EASEMENT AS IN SN724647

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