

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1998-74

Being a By-law to authorize the execution of a
Subdivision Agreement (Cerasa Subdivision).

WHEREAS 1233804 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of lot 23, Concession 2, (formerly Township of Malden) now Town of Amherstburg; and

WHEREAS the Corporation of the Town of Amherstburg and the Hydro Electric Commission for the Town of Amherstburg have settled with 1233804 Ontario Limited, the requirements for the provisions of Municipal Services within the area to be subdivided, which requirements are set out in the agreement hereto annexed, and which agreement is ratified and adopted by 1233804 Ontario Limited.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Corporation of the Town of Amherstburg enter into a Subdivision Agreement with 1233804 Ontario Limited in the form annexed hereto, and the Mayor and Clerk be and they are hereby authorized to sign the original and copies thereof and affix the Corporate Seal thereto.
2. This By-Law shall come into force and effect on the date of final passage hereof.
3. That By-law 1998-69 is hereby repealed.

Read a first, second and third time and finally passed this
26th day of October, 1998.


MAYOR


CLERK

1st Reading - October 26, 1998

2nd Reading - October 26, 1998

3rd Reading - October 26, 1998

Certified to be a true copy of By-Law No. 1998-
passed by the Council of the Town of Amherstburg
on October 26, 1998.

CLERK

FOR OFFICE USE ONLY

LT0241359

CERTIFICATE OF RECEIPT
REGISTERED
ESSEX (E) WINDSOR

98 DEC 15 09 3 03

LAND REGISTRATION REGISTRATEUR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 15 pages

(3) Property Identifier(s) Block 01539 Property 5544 Additional: See Schedule

(4) Nature of Document
Application to Register Notice of Subdivision Agreement (Section 71 of the Land Titles Act)

(5) Consideration
-----N/A----- Dollars \$

(6) Description
Part of Lot 23, Concession 2, Geographic Township of Malden (also known as Part of Park Lot 6, Range 1), now in the Town of Amherstburg, in the County of Essex, designated as Part 1, on Plan 12R-15913

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Parties Other

(8) This Document provides as follows:

The Corporation of the Town of Amherstburg has an unregistered estate, right, interest or equity in the above land of which 1233804 Ontario Limited is the registered owner and hereby applies to have Notice of Subdivision Agreement, dated the 26th day of October, 1998, made between The Corporation of the Town of Amherstburg and 1233804 Ontario Limited and The Hydro Electric Commission for the Town of Amherstburg entered on the Parcel Register.

The evidence in support of this application consists of an executed copy of the said Subdivision Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant), by its solicitor, ARMANDO DELUCA, Q.C.		1998	12	02

(11) Address for Service
271 Sandwich St. South, P.O. Box 159, Amherstburg, Ontario N9V 2Z3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
1233804 ONTARIO LIMITED (Owner)				

(13) Address for Service
1054 Second Concession, Amherstburg, Ontario N9V 3R3

Municipal Address of Property Vacant Land	(15) Document Prepared by: ARMANDO F. DELUCA, Q.C. MOUSSEAU, DELUCA 800-176 University Ave. West Windsor, Ontario N9A 5P3	Fees and Tax	
		Registration Fee	
		Total	5000

SUBDIVISION AGREEMENT

THIS AGREEMENT made in duplicate this 26th day of October 1998.

B E T W E E N;

1233804 ONTARIO LIMITED
hereinafter called "the developer"

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG
hereinafter called "the Town"

OF THE SECOND PART;

- and -

THE HYDRO ELECTRIC COMMISSION FOR THE TOWN OF AMHERSTBURG
hereinafter called "the H.E.C."

OF THE THIRD PART

WHEREAS the developer proposes the subdivision, development, servicing and sale of lands within Part Lot 23, Concession 2, being Part of Park Lot 6, Range 1 (formerly Township of Malden), now Town of Amherstburg, County of Essex, being described as Part 1, on Plan 12R-15913 which lands are more particularly described in Schedule "A" annexed hereto;

AND WHEREAS the Minister of Municipal Affairs, granted draft plan approval for subdivision of the lands, subject to conditions imposed, including a provision that the owner agree in writing to satisfy all of the requirements, financial and otherwise, of the Town concerning the provision of roads, installation of services, drainage, the dedication and naming of streets, the granting of easements and park land and other matters;

AND WHEREAS the developer represents and warrants to the Town and the H.E.C. that it is now the registered owner of all of the lands described in Schedule "A" annexed hereto, and that all of the right, title and interest of its predecessors in title and all the right and authority to complete the subdivision and to develop the lands is vested in it.

NOW THEREFORE IN CONSIDERATION of the premises and of the Town certifying to the Minister that the requirements of the Town have been met, the parties hereto agree as follows:-

1. The developer will design, construct and install at its own expense in the lands described in Schedule "A" annexed hereto, all of the services referred to in Schedule "B" hereto, in accordance with such design criteria, and detailed plans and work schedules to be filed in the office of the Clerk of the Town, with good materials, in a good, workmanlike and timely manner, in accordance with good and accepted engineering practice, and to the satisfaction of the Town, the H.E.C. and in all cases the Town engineer.

2. The developer will provide to the Town, on or before the commencement of any construction and installation of any of the services called for herein, a certificate of liability insurance satisfactory to the Town and the H.E.C. evidencing joint and several insurance for the developer, the Town and the H.E.C. against any liability that might arise out of the construction or installation of any of the services herein referred to, and the said developer shall continue such insurance in full force and

effect so long as any services are to be constructed or installed, and for a period of two years after the completion and final acceptance of the last of such services. The limits of liability for public liability and property damage coverage under such insurance shall not be less than \$2,000,000.00. Before commencement of the installation of the works, the developer's consulting engineer shall provide satisfactory evidence to the Town and the H.E.C. that the said consulting engineer maintains a policy of public liability insurance and errors and omissions insurance satisfactory to the Town and H.E.C., which policy is to be maintained in full force and effect until the works are completed and formally accepted by the Town and the H.E.C.

3. The developer covenants and agrees to save the Town and the H.E.C. harmless from any and all claims, demands, loss, costs, or damages, including legal costs on a solicitor and client basis in any way arising from or related to the subdivision and the proposed development thereof, arising or accruing to anyone up to two years after the completion and final acceptance of the last of the services in the subdivision.

4. The developer shall submit all plans, design drawings, grading plans and specification lists, all of which shall carry the seal of the professional engineer who is responsible for such design and be signed by him, to the Town and the H.E.C. for examination by them and the Town engineer. In the case of any services to be constructed on contract, the developer shall also submit to the Town and the H.E.C. a copy of each set of "information for tenders" documents and each proposed contract together with the names of the proposed contractors and sub-contractors to be engaged. The developer shall file with the Town and the H.E.C. work schedules for the construction and installation of all services, whether by the developer, the contractors, sub-contractors or others. The developer shall obtain the approval in writing of the Town and the H.E.C. to all of the foregoing, except the selection of contractors and sub-contractors before granting any contract or commencing any work. The design criteria contained in Schedule "B" hereto shall constitute the minimum conditions upon which tenders are made, contracts let, or work done. The developer's consulting engineer, or successor thereto, shall continue to be retained by the developer until the works are complete and formally accepted by the Town and the H.E.C.

5. In case of construction of services by contractors, the developer shall comply with all of the holdback provisions of the Construction Lien Act. In the construction of all services the developer shall indemnify and save the Town harmless from any and all claims, actions and demands for work, materials and incidentals.

6. The Town, the H.E.C. and their authorized agents, including the Town engineer, shall have the right at any time and from time to time to inspect all services during and after construction and to inspect and test all materials proposed to be used in the construction of any of the services. The costs of such inspections and tests shall be paid by the developer within 15 days of written demand by the Town. If at any time, the construction of any service or material is, in the opinion of the Town engineer, acting reasonably, not in accordance with the plans and specifications or not in accordance with good engineering practices or any of the provisions of this agreement, the Town engineer may order the materials to be replaced or the work to be placed in satisfactory condition within such time as he may specify, and in the event of the developer failing to comply or obtain compliance with such order, the Town engineer may stop work upon such services, or in his sole discretion upon all services. The developer shall at all times provide all information requested by the Town, the H.E.C., its authorized agents and the Town engineer in relation to the various materials and services and shall at any time at his expense expose any municipal service for inspection by

the Town engineer. Notwithstanding the generality of the foregoing, the rights of the Town, the H.E.C. and their authorized agents including the Town engineer hereunder shall be limited to a period of one year after the initial acceptance of the last of the services within or required to facilitate the servicing of lots where such inspection, testing or other action is proposed.

7. No work shall commence without the approval of the Town and the H.E.C. and any work requiring the approval or consent of any other governmental authority shall not commence until such approval or consent has also been obtained. No watermain, sanitary sewer, storm sewer or hydro line shall be connected to any existing municipal services without the written approval of whichever of the Town or the H.E.C. has jurisdiction over such municipal system.

8. The developer will prepare and submit to the Town, plans for the installation of services for the development and will request a pre-construction meeting with the Town and its consultants in order to establish a work schedule acceptable to the Town and/or the H.E.C. and shall proceed with reasonable speed and in accordance with such work schedule. If the developer fails to proceed with reasonable speed in accordance with the accepted work schedule or if in the opinion of the Town engineer, fails or neglects to proceed with reasonable speed and in accordance with an accepted work schedule or if in the opinion of the Town engineer the services are not being installed in accordance with the drawings, or specifications approved therefor, or in accordance with good engineering practices in a good, workmanlike manner, using good materials, then in addition to any other remedy the Town and/or the H.E.C. may have, and upon the Town and/or the H.E.C. giving 30 days notice to the developer, the Town and/or the H.E.C. may, without further notice, enter upon the lands of the developer and proceed to supply all materials and do all necessary work in connection with the installation of the said services, including the repair or reconstruction of faulty work, and replacement of materials not in accordance with the drawings or specifications and the Town and/or the H.E.C. shall charge the cost thereof, including all engineering and other fees to the developer, who shall forthwith pay the same within 30 days of a written demand therefor by the Town.

9. Until such time as the Town and/or the H.E.C. has finally accepted each of the services, including roadways herein referred to, the developer shall be responsible therefor. The responsibility of the developer prior to final acceptance by the Town and/or the H.E.C., shall include liability for all types of maintenance in connection therewith. If the developer should in the opinion of the Town or of the H.E.C. or of its agents or employees fail to maintain any service including roadways, prior to the final acceptance by the Town and/or the H.E.C., the Town and/or the H.E.C. may without notice in case of emergency, or in any other case on 30 days notice, if such default is not remedied, maintain the same, but in so doing, the Town and/or the H.E.C. shall for all purposes be deemed to have acted as agent for the developer, without in any way being deemed to have finally accepted such service, or to have incurred any liability for future maintenance, and the Town and/or the H.E.C. shall be entitled to reimbursement for the cost of any such maintenance, within 30 days of written demand therefor, and the Town and/or the H.E.C. shall further be relieved of liability for damages caused unintentionally, in the course of such maintenance. Snow removal, salting or sanding by the Town shall not constitute acceptance of the roads by maintenance thereof. The developer shall also be responsible for the cleaning and flushing of sewers throughout the development until such time as the maintenance period for the construction of the works has expired. The Town shall have the right to inspect the said sewers from time to time and, if deemed necessary, may require the developer to clean and flush same immediately, and the developer hereby agrees to perform such cleaning and flushing on demand to the entire satisfaction of the Town.

10. (a) The developer covenants and agrees on behalf of itself and its successors in title to any lot, not to apply for any building permit for the construction of any building on any lots covered by this agreement until:-
- i) All of the services relating to all of the lots therein have been installed and initially accepted by the Town and/or the H.E.C. with the exception of the final asphalt surface course of the roadway.
 - ii) The Developer will be allowed to construct two (2) model homes in the subdivision prior to the acceptance of services by the Town and the H.E.C., provided that occupancy permits will not be issued with respect thereto until all provisions of this Agreement have been complied with to the satisfaction of the Town's Engineer.
- (b) The developer shall:
- i) pay or cause to be paid to the Town the sum of \$325 per lot, to facilitate the planting of a tree of at least 60 mm caliper selected by it, on each lot, on municipal property at a location selected by the Town and grants permission to the Town to enter on to each lot for the purpose of planting a tree thereon, after a home has been constructed on such lot, or if such lot should be conveyed before such tree is planted; and
 - ii) contact Canada Post to determine the location of super mailboxes throughout the subdivision and shall notify all purchasers of the exact location thereof.
- (c) The front lawn and exterior side yard of each lot shall be sodded, seeded or otherwise landscaped within six months of the construction of a house thereon, and such sodding, seeding or landscaping shall be continued over the unpaved portion of the road allowance, including any lands between a sidewalk and the road, to the back of the curb and gutter in front of such lot. Such sodding, seeding or landscaping shall be maintained in perpetuity. The developer shall impose a covenant to this effect in the transfer of each lot conveyed by it.
- (d) The developer covenants and agrees to cause the local Land Registrar to register, immediately after registration of the proposed plan of subdivision, as annexed to each lot in the proposed plan of subdivision, a condition of restriction running with the land, that such lot is not be to built upon unless the provisions of paragraph 10 of this agreement, limiting entitlement to building permits has been complied with.

11. The developer will provide to the Town, before the commencement of any construction or installation of any service, a labour and materials payment bond, in all respects satisfactory to the Town, covering the proposed services, and letters of credit, or a performance bond, or Province of Ontario or Government of Canada securities, satisfactory to the Town, in an amount equal to 100% of the value set by the Town for all services to guarantee satisfactory installation of all services, and cash or a letter of credit for the full estimated cost to the Town of a tree on each lot in such phase. If the provision of services to the lots requires the construction or installation of any services outside the subdivision, the foregoing provisions as to the labour and materials payment bond and of security equal to 100% of the value for services shall extend to and be required in connection with any service extending outside. The Town may accept a performance bond of a contractor provided the contract which is bonded to be

performed is absolute and unconditional in respect to installation of the services for the Town and specifically does not require payment of any sum whatsoever by the Town as a condition of performance.

12. The developer shall provide to the Town letters of credit, or a maintenance bond, or Province of Ontario or Government of Canada securities, satisfactory to the Town in an amount equal to 50% of the value set by the Town upon initial acceptance thereof, for all services within or extending outside of the subdivision but required to facilitate the servicing of lots within the subdivision, for a period of one year after completion and initial acceptance by the Town of the last service provided.

13. The developer will file with the Town a surveyor's certificate dated within 30 days before the application for initial acceptance by the Town of asphalt surfacing on roadways, to the effect that all Standard Iron Bars shown upon the plan of subdivision have been located or replaced.

14. Before the sale of any lot or the issue of any building permit within the subdivision the developer shall stake to the satisfaction of the Town engineer, the locations of all Standard Iron Bars, and shall maintain such staking to the satisfaction of the Town and/or the H.E.C. their respective servants and agents and the Town engineer, in relation to each lot until the home foundation is installed and all services to the proposed home have been provided. The developer will provide to the Town engineer on request, and to any proposed builder, all usual information as to grades and levels for each lot within the subdivision.

15. The developer undertakes and agrees to pay for any damage caused to any existing road, road allowance, structure or plant and any costs involved in the relocation of or repair or connection to any existing services arising in any way from or in connection with this agreement or the provision of services called for herein including the changing of grades of existing adjacent roads, and also any taxes or other charges levied or to be levied upon the lands to be subdivided, until such time as the lands have been assessed and entered on the collector's roll according to the proposed and presently registered plans.

16. (a) The development of the subdivision requires special measures to deal with stormwater management. Condition 11 of the draft plan approval requires that the subdivision agreement contain the following provisions, wherein the owner agrees:

i) to undertake an engineering analysis to determine the effect of increase runoff due to development of the site, and to identify stormwater management measures as necessary to control any increase in flows in downstream watercourses, up to and including the 1:100 year design storm, to the satisfaction of the Conservation Authority and the municipality; and

ii) to install the stormwater management measures identified above, as a part of the development of the site, to the satisfaction of the Conservation Authority and the municipality.

For all of the works outlined therein and referred to in this section, the developer shall provide design drawings, specification lists, tender documents, work schedules, all approvals, and security for due completion in the same manner as for services in the subdivision, as detailed in paragraph 1 through 9 and 11 and 12 hereof, and shall obtain approval of the works as detailed in paragraph 23 hereof.

(b) Under Section 45 of the Environmental Protection Act, a Section 45 Approval may be required from the Minister of the Environment if future site investigations established that waste is deposited within the boundaries of this subdivision. The developer therefore agrees to comply with all conditions and/or restrictions which may be imposed by the Minister of the Environment involving the results of soil, groundwater or atmosphere testing with respect to this subdivision.

17. If at any time prior to final acceptance of the last of the services by either the Town or the H.E.C. either the Town or the H.E.C. is of the opinion that additional works are proven necessary to provide adequately any of the public services specified in the schedules hereto, which were not reasonably foreseeable at the date of this Agreement then the developer shall construct, install or perform such additional work at the request of the Town or the H.E.C. Provided that if the developer disagrees that such additional works are necessary, the question shall be resolved by a single arbitrator if the parties can agree on one, otherwise by a panel of three arbitrators proceeding under The Arbitrations Act.

18. The developer covenants and agrees that topsoil excavated for roadways shall be left and levelled within the subdivision, except as provided in paragraph 19 hereof. Any topsoil that is stockpiled shall be neat and sloped in such a manner that weed cutting can be carried out with mechanical equipment by the developer to the entire satisfaction of the Town.

19. The developer shall carry out all grading of all lands, in accordance with the grading plans to be filed in the office of the Clerk of the Town of Amherstburg, and shall forthwith carry out temporary or permanent drainage work that the Town engineer may certify to be necessary to eliminate ponding erosion, channelling of underground water or other drainage problems. The developer shall neither dump nor permit to be dumped any fill or debris, or remove or permit the removal of any soil or fill from any of the lands to be subdivided without the written consent of the Town engineer. In seeking consent of the Town engineer to the removal of topsoil the developer shall establish that when final grades are established for all of the lots and blocks within the subdivision there will be topsoil to a depth of at least four inches (4") over the entire area not covered by buildings, roadways and driveways. No blasting shall be carried out without the written consent of the Town engineer and in accordance with such criteria and under such supervision as he may direct.

20. Rear lot drainage shall be installed on each lot, in connection with the construction of a house thereon, and shall be connected to the storm sewer system. The specifications, design and installation of such rear yard drainage shall be acceptable to, and subject to the approval of the Town engineer. On an application for a building permit on any lot within the lands to be subdivided, the builder shall produce a plan or sketch satisfactory to the Chief Building Official of the proposed rear yard drainage, which shall be deemed to be a requirement to meet the Surface Drainage and Drainage Disposal requirements of The Building Code. The installation of such rear yard drainage shall be subject to the same inspections as foundation drains and the Chief Building Official may issue work orders or stop work orders in relation thereto.

21. The developer shall install upon completion of the asphalt base course of the roadway, and maintain until final acceptance of all services, a street sign or signs of a design, and in a location or locations acceptable to the Town, bearing the agreed name for such roadway, and stating that such roadway is not a public street as all of the services have not been accepted by the Town.

22. The developer shall ascertain from the Town the appropriate municipal numbers for each lot, and shall provide such numbers to prospective purchasers, builders and lenders.

23. The developer shall apply for initial acceptance of each individual service by filing with the Town and or the H.E.C. a certificate under the hand and seal of its project engineer that the construction and/or installation of such services has been completed in accordance with the design criteria and the plans and specifications therefor approved and filed by the Town before construction, and by filing as-built drawings of such service, and a certificate of payment therefor and of compliance with the Construction Lien Act. The Town and/or the H.E.C. and their authorized agents, including the Town engineer, shall carry out such inspections as they deem necessary, and such service shall then be initially accepted after the Town engineer certifying that such service has been completed in accordance with the agreement, providing that all the covenants of this agreement have been complied with to the date of such certificate. After initial acceptance and after maintenance securities or bonds have been filed, the labour and materials payment bond and the performance bond or security in lieu thereof relating to such service shall be released.

24. The Town shall finally accept the services in each phase upon the Town engineer, the H.E.C. and the Town being satisfied that all covenants under this agreement have been fully complied with and all repairs and replacement required during the maintenance period has been carried out within such phase, and then authorizing release of the maintenance securities or bonds. Immediately prior to requesting final acceptance of the services, the developer shall flush clean and camera inspect the sanitary and storm sewer system. The developer's consulting engineer shall certify that the services have been inspected and the camera inspection has been reviewed, and that there are no sumps, cracks, blockages or other deficiencies within the system to the entire satisfaction of the Town.

25. The developer undertakes, covenants and agrees to pay any planning, engineering, legal, auditing or other fees or disbursements incurred by the Town relating in any way to the proposed subdivision, or the servicing thereof, or to this agreement, including negotiations and preparations prior to its execution and including the entire fees and disbursements of the Town engineer when acting pursuant to the terms of this agreement, and any clerical or administrative expense of the Town relating in any way to or arising from this agreement, forthwith upon being invoiced therefor. The developer agrees to deposit with the Town on or before the execution of this agreement, the sum of \$2,000.00 to be applied against such fees as may be incurred from time to time, with such deposit to be renewed from time to time as used up, when requested by the Town, any unused balance to be returned to the developer without interest, on the expiry of the maintenance period.

26. The developer covenants and agrees to convey to the Town, at the time of registration of the proposed plan of subdivision 0.30 metre reserves extending across the open end of the adjoining public roadways. Upon acceptance of all of the services except the final asphalt course of any roadway, for which ingress and egress to and from the lots therein would be by passage over one or more of such 0.30 metre reserves, the Town will by by-law dedicate such reserve or reserves as a public highway. Until such dedication the developer and those claiming under it shall have a mere licence to pass over such reserve or reserves subject to revocation at any time upon the Town deeming that any of the covenants and agreement of the developer herein have not been fulfilled.

27. The developer covenants and agrees to cause the Local Land Registrar to register notice of this agreement against all of the lands affected hereby, immediately after registration of the proposed subdivision, and to obtain acknowledgement, consent and postponement agreements, from any and all encumbrancers registered prior to registration of such notice.

28. The developer acknowledges that the lands subdivided by this agreement are subject to By-law 2235 passed November 13, 1991, which established development charges for residential development, and provided that a development charge of \$5,191.72 be paid for each single detached dwelling to be constructed in the area east of Fryer Street. The Town acknowledges that the Development Charges study included \$400.00 per lot for sanitary sewers, and that sanitary sewer capacity for the development has been found within existing development. Therefore, the development charge will be reduced to \$4,792.72, with said development charge to be paid prior to issuance of a building permit.

29. Throughout this agreement the term "Town Engineer" shall mean the professional engineer or firm of professional engineers retained by the Town and/or the H.E.C. to carry out the duties referred to in this agreement.

30. Throughout this agreement the singular shall be deemed to include the plural, and the masculine, feminine and neuter genders shall be interchangeable as the context and applicable situations may require.

31. The developer will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town and/or the H.E.C. to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town and/or the H.E.C. in any such action or proceeding as a complete and conclusive estoppel of any denial of such right. If any provision of this agreement shall be found to be or deemed illegal or invalid, the remainder of the agreement shall not be affected thereby.

32. No indulgence or forbearance by the Town or the H.E.C. shall be deemed to constitute a waiver of by the Town or H.E.C. of its rights to insist on performance in a full and timely manner of all the covenants contained herein, and any such waiver, in order to be binding, must be in writing and duly authorized by both the Town Council and the H.E.C. No such waiver of any provisions, conditions or covenants shall be deemed to be a waiver of the right to later require full and timely compliance with the same terms, conditions or covenants, or with any other terms, covenants or conditions of this agreement at any time.

33. In satisfaction of the requirement of the Minister that the owner convey up to 5% of the land included in the plan to the municipality for park purposes, or cash-in-lieu thereof, the developer covenants and agrees to pay to the Town the sum of \$500.00 per lot (\$14,000.00 in total) with said fee to be paid prior to mutual acceptance of the services as detailed in section 23 of this agreement.

34. The developer covenants and agrees to provide an easement to the Town along the westerly portion of Lot 15, Plan 12M-282 for both a sanitary sewer and a walkway. The easement shall have a minimum width of 4.5 metres.

35. The developer agrees to supply and install at its cost, a private sanitary drain connection to the existing residence on the west side of the proposed roadway (Lot No. 2) to replace the existing septic tank service. The existing residence must be connected to the municipal sewer and the septic tank connection removed prior to initial acceptance of the services as detailed in section 23 of this agreement.

36. The developer acknowledges that the sanitary sewer service for Lot Number 1 can only be provided by way of an easement across the northerly boundary of Lot Number 2. The developer undertakes to register an easement of satisfactory width across Lot Number 2 in favour of Lot Number 1 for this purpose. It is understood and agreed that the Town is not responsible for any portion of the sewer lateral for Lot Numbers 1 and 2 including that portion within the road allowance from the main sewer to the property line.

37. This agreement shall enure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Town and the H.E.C. have hereunto affixed their seals attested by the signatures of their proper signing officers and the developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

1233804 ONTARIO LIMITED

Per: _____

**THE CORPORATION OF THE TOWN OF
AMHERSTBURG**

Per: _____
Mayor

Per: _____
Clerk

**THE HYDRO ELECTRIC COMMISSION FOR
THE TOWN OF AMHERSTBURG**

Per: _____
Chairman

Per: _____
Secretary-Treasurer

SCHEDULE "A"

Part of Lot 23, Concession 2, in the Geographic Township of Malden (also known as part of Park Lot 6, Range 1) now in the Town of Amherstburg, in the County of Essex being described as Part 1, on Plan 12R-15913.

(PIN # 01539 – 5544)

SCHEDULE "B"

DESIGN CRITERIA

FOR SERVICES TO BE PROVIDED IN THE
CERESA SUBDIVISION

TOWN OF AMHERSTBURG

Sanitary and storm sewers, watermains, curbs and gutters, sidewalks and walkways, street lighting and electric service connections shall be constructed in accordance with plans and specifications prepared by a professional engineer, registered to practice in the Province of Ontario, and acceptable to the Town of Amherstburg and the Amherstburg H.E.C. Criteria upon which these services are to be designed, are as described in this schedule.

STORM SEWERS

The developer shall construct and install a storm sewer system to service the subdivision and all lots therein. The storm service connection shall be used to connect the rear yard drainage system for each lot. Two lots may be serviced by one connection from the main except that a wye or tee shall be installed within the street allowance such that each lot has an individual connection at the street line. Sewers shall be designed in accordance with the following criteria:

Design Method	-	Rational formula
Design Frequency	-	2 year AES
Runoff Coefficient	-	0.35
Minimum Pipe Size	-	12 inch Diameter
Manning Coefficient	-	.013
Minimum Velocity	-	2.5 f.p.s.
Private Drain Connection	-	6 inch diameter
Minimum Cover	-	3'6"
Maximum Manhole Spacing	-	400 feet
Pipe Material	-	Concrete or P.V.C. for sewer main
	-	P.V.C for service connections

Restrictions imposed on the storm sewer outlet by the Town or by the Essex Region Conservation Authority shall be incorporated in the design of the storm sewer system. A stormwater management study shall be completed to the satisfaction of the Town, and the Essex Region Conservation Authority. The study shall determine the effect of increased runoff due to development of the site and identify stormwater management measures to control any increases in flows in downstream watercourses up to and including the 100 year design storm. The developer shall obtain a certificate of approval from the Ministry of the Environment, Design Approval Branch.

SANITARY SEWERS

The developer shall construct and install sufficient sanitary sewers to service the entire subdivision with connections to all lots therein, and connect same to existing municipal sanitary sewers with capacity sufficient to accept sanitary effluent and basement drainage from homes on all building lots and all buildings and dwelling units on all blocks. Each lot shall be serviced by a single sanitary service connected to the mainline sewer, all in accordance with design criteria acceptable to the Town and the Ministry of the Environment.

Sewers shall be designed in accordance with the following minimum design criteria:

Average Daily Flow	-	100 I.G. per capita per day
Peaking Factor	-	Determined by Harmony Formula
Population Density	-	3 1/2 people per lot
Minimum pipe size	-	8" diameter
Manning Coefficient	-	.013
Minimum Cover	-	8'-0"
Maximum Manhole Spacing	-	400 feet
Private Drain Connection	-	5 inch diameter minimum
Pipe Material	-	P.V.C. pipe

The developer shall obtain a certificate of approval from the Ministry of the Environment, Design Approval Branch.

WATERMAINS

The developer shall construct and install sufficient watermains including hydrants and valves to service the entire subdivision with connections to all lots herein and the park identified in Schedule "A". Each lot shall be serviced by a single water service connected to the mainline.

Minimum Cover	-	5' - 0
Maximum Hydrant Spacing	-	500'
Maximum Valve Spacing	-	800'
Minimum Pipe Size	-	6 inch diameter
Lot Connection	-	3/4" diameter Type "K" copper
Pipe Material	-	P.V.C. Class 150 DR 18
Richmond Street Main	-	8 inch diameter

Design and installation shall be to the satisfaction of the Town of Amherstburg.

The developer shall obtain a certificate of approval from the Ministry of the Environment, Design Approval Branch.

ROADS

The developer shall construct and install roadways and curbs and gutters upon all allowances for roads within the draft plan and upon the detail plans of services, in accordance with the following minimum design criteria:

Width	-	28' fact to face of curb - all roads
	-	12" thickness Granular "A" base
	-	3 1/2" of asphalt concrete in 2 lifts
	-	2" base course - 1 1/2" surface course
	-	or to the minimum standard recommended by a "Soils" Consultant, if such standard is higher than indicated above

Curb & Gutter Concrete barrier type

Alignment:

Minimum Turning Radius	-	39'
Minimum Road Grate	-	0.3%

and design parameters recommended by the Ministry of Transportation

In general, any trenches crossing under pavement shall be backfilled with granular material acceptable to the Town engineer and such trenches shall be mechanically compacted as required by the Town engineer. Boulevards and other unpaved portions of the allowances for roads (except where forming part of the front lawn of residential lots) must be graded and sodded or seeded by developer.

STREET LIGHTS

The developer shall install street lights in accordance with the design criteria of, and at locations to be approved by the H.E.C.

STREET SIGNS

The developer shall install street signs, and where necessary, standards therefor compatible with the street lights and satisfactory to the Town at each street intersection.

HYDRO SERVICE

The developer shall construct and install a sufficient hydro distribution system to service the entire subdivision with connections to all lots therein and connect the same to the existing municipal hydro distribution system. Individual lot services, where possible, shall be provided on common lot lines so that residential hydro metres face each other. The hydro distribution system within the subdivision shall be grounded to the water distribution system. All hydro service within the subdivision shall be underground, and designed and installed in accordance with the requirements and criteria of the H.E.C.

TELEPHONE

The developer shall arrange for Bell Telephone to provide underground telephone service to all of the lots within the subdivision.

GAS

The developer shall arrange for Union Gas Company to provide underground gas service to all of the lots within the subdivision.

SERVICE LOCATION

The Town of Amherstburg and the H.E.C. have adopted a "typical road cross-section" and a "typical lot service lay-out". All services within the subdivision shall be located within the road allowance, at the positions and depths shown on the typical road cross-section and be connected to the individual lots in the subdivision in accord with the typical lot services lay-out, unless a variance therefrom be recommended because of special circumstances by the Town engineer and accepted by the Town of Amherstburg and the H.E.C.

ADJUSTMENTS

The grade of any and all water service boxes, valves chambers, hydrants, manholes, drains and transformer boxes shall be adjusted by the developer when and as may be required by the Town engineer.

TEMPORARY SERVICES

Upon a connection of any type being made to the hydro or water services, a temporary meter or meters of a type and in a location or locations satisfactory to the Town and the H.E.C. shall be installed and continuously maintained until all hydro and/or water used within the subdivision, once the same is accepted by the Town, is metered through approved private connections. The developer shall be responsible for, and will promptly pay or cause to be paid all charges for hydro and water supplied to the subdivision, less only hydro and water metered to private subscribers and used in the park after its acceptance by the Town.

COMMUNITY MAILBOXES

The developer will be responsible for negotiating specific locations within the subdivision with Canada Post for the location of community mailboxes.

WALKWAYS

The developer shall construct and install a four (4') foot wide concrete walkway, 4 1/2" thick, extending from the back of the curb on the south side of Mediterranean Avenue to the back of the curb at the north end of the proposed street through the easement on Lot 15, Plan 12M-282, including the necessary curb cuts.

FENCING

The developer shall install heavy duty, plastic coated chain link fence on both sides of the walkway with a minimum height of 1.2 metres.

1233804 ONTARIO LIMITED

Per: _____

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

Per: _____
Mayor

Per: _____
Clerk

THE HYDRO ELECTRIC COMMISSION FOR
THE TOWN OF AMHERSTBURG

Per: _____
Chairman

Per: _____
Secretary-Treasurer