

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-96

**Being a By-law to authorize the execution of a
Consent Agreement (Crumbles Muffins Inc.).**


WHEREAS Crumbles Muffins Inc. has proposed the subdivision and servicing of lands owned by them within Part of Lot 34 and 35, Concession 1 (formerly Township of Anderdon) now Town of Amherstburg;

AND WHEREAS the Corporation of the Town of Amherstburg have settled with Crumbles Muffins Inc. 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 Crumbles Muffins Inc.

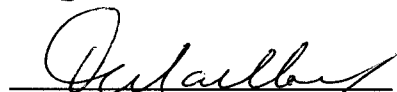
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the Town of Amherstburg enter into a Consent Agreement with Crumbles Muffins Inc. 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.

Read a first, second and third time and finally passed this 8th day of November, 2004.



Mayor



Clerk

CONSENT AGREEMENT

THIS AGREEMENT made in triplicate this 8th day of November, 2004.

BETWEEN:

Crumbles Muffins Inc.
hereinafter called "the Developer"

OF THE FIRST PART;

- and -

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

OF THE SECOND PART;

WHEREAS the Developer proposes the subdivision, development, servicing and sale of lands within Part of Lots 34 and 35, Concession 1 (formerly Township of Anderdon), now Town of Amherstburg, County of Essex which lands are more particularly described in Schedule "A" annexed hereto;

AND WHEREAS the Amherstburg Committee of Adjustment granted consent on January 28, 2003 and the Ontario Municipal Board subsequently dismissed an appeal on October 8, 2003 (Decision/Order No. 1556 Issue Date November 19, 2003) for the subdivision of lands to create seven (7) lots for purposes of single unit dwellings, subject to conditions imposed including a provision that the owner agrees 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 parkland and other matters;

AND WHEREAS the Developer represents and warrants to the Town 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 Committee of Adjustment that the requirements of the Town have been met, the parties hereto agree as follows:

1. Installation of Services

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" 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, and in all cases the Town engineer.

2. Certificate of Liability Insurance

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, evidencing joint and several insurance for the Developer and the Town 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 that the said consulting engineer maintains a policy of public liability insurance and errors and omissions insurance satisfactory to the Town, which policy is to be maintained in full force and effect until the works are completed and formally accepted by the Town.

3. **Save and Hold Harmless**

The Developer covenants and agrees to save the Town harmless from any and all claims, demands, loss, costs, or damages, including legal costs on a substantial indemnity 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. **Drawings and Tenders**

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 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 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 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 to all of the foregoing, except the selection of contractors or 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.

5. **Construction of Services by Contractors**

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. **Inspection**

The Town, and its 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, 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 and its 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. **Approval for Commencement of Work**

No work shall commence without the approval of the Town 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 Hydro One has jurisdiction over such municipal system.

8. **Work Schedule/Quality of Work**

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 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 may have, and upon the Town giving 30 days notice to the Developer, the Town 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 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. **Developers Responsibilities Until Final Acceptance**

Until such time as the Town 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 shall include liability for all types of maintenance in connection therewith. If the Developer should in the opinion of the Town or of its agents or employees fail to maintain any service including roadways, prior to the final acceptance by the Town, the Town 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 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 shall be entitled to reimbursement for the cost of any such maintenance, within 30 days of written demand therefor, and the Town shall further be relieved of liability for damages caused unintentionally, in the course of such maintenance.

10.(a) Building Permits

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) Initial Acceptance of Services
All of the services relating to all of the lots therein have been installed and initially accepted by the Town.

10.(b) Tree Provision/Mailbox Requirements

The Developer shall:

- i) Tree Provision
Include in all Agreements of Purchase and Sale a requirement for planting a minimum of one (1) tree in the front yard of each lot having a minimum diameter of 60 mm. The subject tree to be planted no closer than one (1) metre to any lot line. The tree shall be planted within 12 months of the initial occupancy of the house. Such tree shall be maintained in perpetuity. A list of the acceptable trees is available at the Public Works Department at the Town of Amherstburg. The Developer shall impose a covenant as to the planting and maintenance of the tree in the transfer of each lot conveyed by it; and
- ii) Super Mailboxes
Contact Canada Post to determine the location of super mailboxes throughout the subdivision and shall notify all purchasers of the exact location thereof. The location of super mailboxes also to be satisfactory to the Town.

10.(c) Landscaping Requirements

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.

10.(d) Registration Requirements

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 lands, that such lot is not to be built upon unless the provisions of paragraph 10 of this agreement, limiting entitlement to building permits has been complied with.

11. Financial Security

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. 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 will 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. Maintenance Security

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. Staking of Bars Prior to Construction

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, its 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.

14. Developers Responsibilities in Regard to Damages

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.

15. Additional Work

If at any time prior to final acceptance of the last of the services by the Town it 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 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.

16. Storm Drainage

The Developer covenants and agrees to install storm drainage along County Road 20 fronting the development in accordance with approved engineering drawings satisfactory to the County of Essex and the Essex Region Conservation Authority. A copy of the design calculations shall be submitted to the County of Essex for approval.

17. Grading/Dumping/Removal of Material

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.

18. Rear Yard Drainage

(a) 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.

(b) The rear yard drainage system consisting of shared grassed swales shall be provided for each lot. The Developer shall impose a covenant for the maintenance of these swales by the property owner in perpetuity in the transfer of each lot conveyed by it.

19. Municipal Numbers

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.

20. Initial Acceptance of Services

The Developer shall apply for initial acceptance of each individual service by filing with the Town 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 its 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.

21. Final Acceptance of Services

The Town shall finally accept the services in each phase upon the Town engineer 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.

22. Town's Fees

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.

23. Register Notice of Agreement

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 acknowledgment, consent and postponement agreements, from any and all encumbrancers registered prior to registration of such notice.

24. Development Charge

The Developer acknowledges that the lands subdivided by this agreement are subject to By-law 2004-64 passed August 9, 2004 which established development charges for residential development in the Town, and provided that a development charge of \$1,316.59 be paid for each single detached dwelling to be constructed. The Developer further acknowledges that the by-law provides for an annual inflationary adjustment in accordance with the Section 3(4)(a) of the Development Charges Act, and that the above noted figure may change annually. The said development charge shall be paid prior to the issuance of a building permit for each lot. The Developer undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies Subsection 59(4) of the Development Charges Act.

25. Town Engineer

Throughout this agreement the term "Town Engineer" shall mean the professional engineer or firm of professional engineers retained by the Town to carry out the duties referred to in this agreement. Notwithstanding the above, the Town may agree to the use of a single engineering firm. However, should any dispute arise as a result of this agreement, the selected engineering firm shall be responsible to the Town, and the Developer shall be required to retain its own professional engineer.

26. Use of General Terms

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.

27. Enforcement of Agreement

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 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 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.

28. No Waiver of Rights

No indulgence or forbearance by the Town shall be deemed to constitute a waiver by the Town 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 the Town Council. 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.

29. Parkland – Cash in Lieu

In satisfaction of the requirement of the Planning Act 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 the Town the sum of \$ 14,000.00 in total with said fee to be paid prior to mutual acceptance of the services as detailed in Section 21 of this agreement.

30. Schools

In accordance with the requirements of the Greater Essex County District School Board and the Windsor Essex District Catholic School Board, the Developer is required to place notice on title for purchasers of the lots to be aware that students may not be able to attend the closest school and could be bused to a distant school with available capacity.

31. Private Septic Systems

With regard to the installation of private septic systems and in accordance with the requirements of the Windsor-Essex County Health Unit the lots are to be provided with surface drainage, the lots and the beds are to be protected against flooding, and the tile bed must be raised. These requirements and/or any other applicable requirements must be adhered to in accordance with Windsor-Essex County Health Unit. The Developer shall impose a covenant to this effect in the transfer of each lot conveyed by it.

32. Environmental Impact Assessment

- (a) The Developer covenants and agrees that all recommendations of the Environmental Impact Assessment dated March 19, 2003 be implemented to the satisfaction of the Corporation and the Essex Region Conservation Authority.
- (b) The Developer shall impose the recommended covenants as set out in the Environmental Impact Assessment dated March 19, 2003 in the transfer of each lot conveyed by it.

33. Private Access Lane

The Developer covenants and agrees to install a private access lane upon all allowances for lanes within the plan and in accordance with approved engineering drawings.

34. County of Essex Requirements

- (a) The Developer is required to obtain an Entrance Permit from the County of Essex for the construction of the entrance at County Road 20 for the private access lane.
- (b) The Developer must supply the County of Essex with detailed engineering drawings for all works within the County Right of Way for their approval. These plans must also provide for roadside drainage along County Road 20.

35. Easement

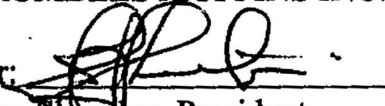
The Developer covenants and agrees that such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority and registered on title.

36. Agreement Binding on Parties

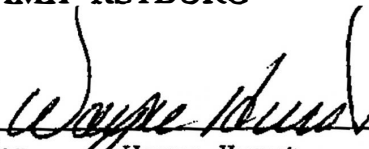
This agreement shall enure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

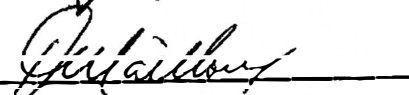
IN WITNESS WHEREOF the Town has hereunto affixed their seals attested by the signatures of their proper signing officers and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

CRUMBLES MUFFINS INC.

Per: 
John Sheridan, President

THE CORPORATION OF THE TOWN
OF AMHERSTBURG

Per: 
Mayor Wayne Hurst

Per: 
Clerk David Mailloux

SCHEDULE "A"

Parts 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
13, 14, 15, 16, 17, 18, 19, 20 and 21
on Plan 12R-
being Part of Lot 34, Concession 1
Geographic Township of Anderdon
Town of Amherstburg
County of Essex, Ontario

SCHEDULE "B"

DESIGN CRITERIA

**FOR SERVICES TO BE PROVIDED IN THE
LOTUS GARDENS SUBDIVISION (7 LOTS)
COUNTY ROAD 20 (FRONT ROAD NORTH)
TOWN OF AMHERSTBURG**

The required service connections and drainage 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. Criteria upon which these services are to be designed, are as described in this schedule.

1. Storm Drainage

Storm drainage shall be installed along County Road 20 fronting the development in accordance with approved engineering drawings satisfactory to the County of Essex and the Essex Region Conservation Authority. A copy of the design calculations shall be submitted to the County of Essex.

2. Environmental Impact Assessment

The recommendation of the Environmental Impact Assessment dated March 19, 2003 shall be implemented to the satisfaction of the Corporation and Essex Region Conservation Authority.

3. Private Septic Systems

Private septic systems shall be installed in accordance with the regulations of the Windsor-Essex County Health Unit

4. Watermains

Where required the Developer shall construct and install connections to all lots in accordance with the approved engineering drawings. Each lot shall be serviced by a single water service connected to the mainline.

Minimum Cover	-	1.5 m.
Lot Connection	-	25 mm. dia.
Pipe Material	-	Copper (Type "K")

Design and installation shall be in accordance to the Town's watermain specification 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.

5. Private Access Lane

Where required the Developer shall construct and install a private access lane upon all allowances for lanes within the draft plan and upon the detail plans of services, in accordance with the following minimum design criteria:

Width	-	6.1 m
Base Material	-	300mm Granular "A"
Asphalt	-	2 lifts of asphalt equaling 100 mm in total thickness

Minimum Road Grade	-	0.30%
Cross Fall Grade	-	2.0% min.

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 the Developer.

6. 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 hydro distribution system. Individual lot services, where possible, shall be provided on common lot lines so that residential hydro meters face each other. The hydro distribution system within the subdivision shall be grounded to the water distribution system if applicable. All hydro service within the subdivision shall be underground and designed and installed in accordance with the requirements and criteria of the Town of Amherstburg and Hydro One.

7. Telephone

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

8. Gas (if applicable)

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

9. 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.

10. 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 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.

11. Private Access Approach

The approach shall be constructed to a width that complies with the County of Essex Regulations. The approach shall consist of 300 mm (12") Granular "A" stone base with 100 mm of asphalt.

It is further understood and agreed that under no circumstances will the Developer or any other persons be permitted to install a new residential driveway approach over any private service connections from the storm or sanitary sewers or water system except where such connections cross driveways laterally (over the shortest possible distance) to enter the dwelling.

This provision is to be specifically brought to the attention of purchasers of lots at the time of purchase.

12. Community Mailboxes (if applicable)

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

13. Easements

The Developer agrees that such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.

14. Rear Yard Drainage

(a) Rear yard drainage shall be provided for each building lot in the locations and according to the specifications prescribed by the approved engineering drawings and as approved by the Corporation. Rear yard drainage shall be installed contemporaneously with the construction of dwellings on each building lot. A separate rear yard drainage system consisting of shared grassed swales shall be provided for each building lot.

(b) The Developer shall, at its' own expense, prepare a lot grading and rear yard drainage plan for each individual building lot within this development and shall file same with the Corporation. The lot grading plan shall show proposed dwelling elevation, proposed elevations at lot corners and direction of flow of the rear yard drain. The final elevations of all dwellings and other buildings, minimum opening elevations, where applicable and the final lot grades relating thereto and the rear yard drainage shall conform to the proposed lot grading and rear yard drainage plan filed for that lot. The consulting engineer, or a certified Ontario Land Surveyor, shall certify upon completion of the construction of the dwelling and building on each lot that the said lot grading and rear yard drainage plan has been complied with, in accordance with the approved engineering drawings, and until such time as the said certification has been received by the Corporation, occupancy of the dwelling on the subject building lot shall not be permitted.

15. Special Servicing Requirements

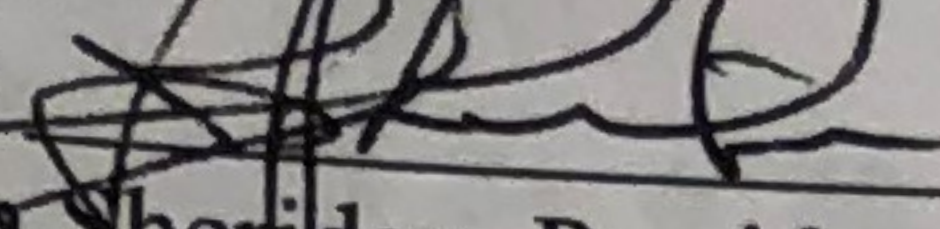
The construction of structures shall conform to the following requirements:

(a) Roof or rain water leaders from each respective building must be discharged into the rear yard drainage system. Perimeter tile drains and sump pump must be provided for each building and discharged into the rear yard drainage system swales.

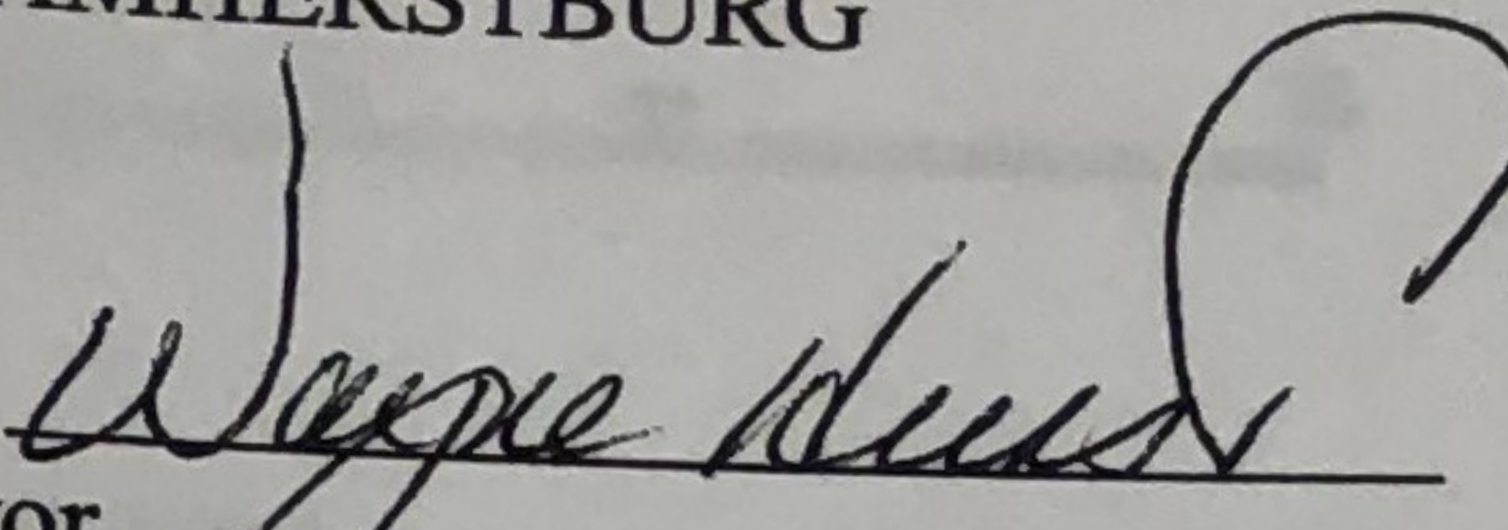
(b) Perimeter tile drains shall not be connected to the private septic system.

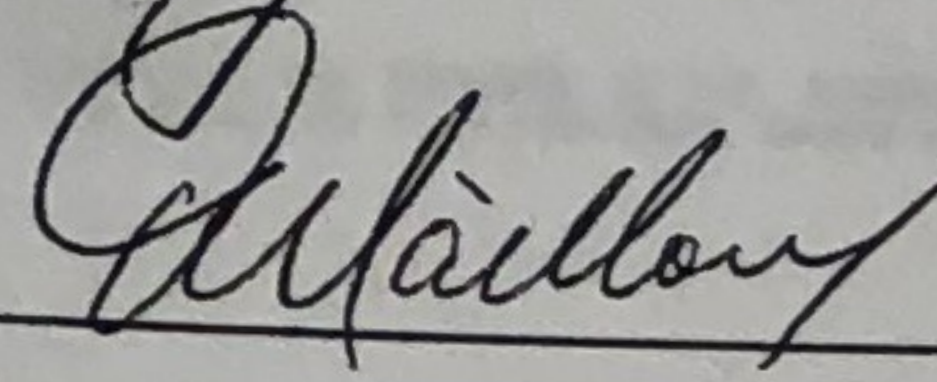
IN WITNESS WHEREOF the Town has hereunto affixed their seals attested by the signatures of their proper signing officers and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

CRUMBLES MUFFINS INC.

Per: 
John Sheridan, President

THE CORPORATION OF THE TOWN
OF AMHERSTBURG

Per: 
Mayor

Per: 
Clerk

Document General

D

Form 4 — Land Registration Reform Act

1543998

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (12) WINDSOR

2005 AUG 3 16:00

16:00

LAND REGISTRAR/REGISTRAR

(1) Registry Land Titles (2) Page 1 of 16 pages

(3) Property identifier(s) Block 01547 Property 0208(R) Additional: See Schedule

(4) Nature of Document
CONSENT AGREEMENT

(5) Consideration
Dollars \$

(6) Description
Part of Lot 34, Concession 1, Parts 3 to 23 inclusive on Plan 12R-21638, Town of Amherstburg

New Property Identifiers Additional: See Schedule

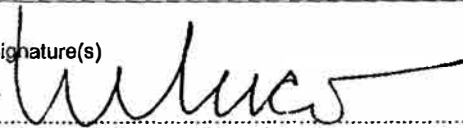
Executions Additional: See Schedule

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

(8) This Document provides as follows:
See **Consent Agreement attached**

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  2005 08 03
Armando F. DeLuca, Q.C.

(11) Address for Service **271 Sandwich St. S., Box 159, Amherstburg, Ontario N9V 2Z3**

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
DUMAS & MERRINS INC. (Owner)