

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-51

**Being a By-law to authorize the execution of a
Subdivision Agreement**

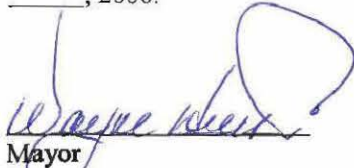
WHEREAS 1635726 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of Lot 7, Concession 8 (formerly Township of Anderdon) now Town of Amherstburg;

AND WHEREAS the Corporation of the Town of Amherstburg have settled with 1635726 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 1635726 Ontario Limited;

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

1. That the Corporation of the Town of Amherstburg enter into a Subdivision Agreement with 1635726 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.

Read a first, second and third time and finally passed this 10th day of July, 2006.



Mayor



Clerk

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 01551 - 1148 LT
Description PT LT 7, CON 8 DESIGNATED AS PT 1, PL 12R22303; AMHERSTBURG
Address AMHERSTBURG

PIN 01551 - 1149 LT
Description PT LT 7, CON 8 DESIGNATED AS PT 1, PL 12R22304; AMHERSTBURG
Address AMHERSTBURG

PIN 01551 - 1152 LT
Description PT LT 7, CON 8 DESIGNATED AS PT 1, PL 12R22305; AMHERSTBURG
Address AMHERSTBURG

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG
Address for Service 271 Sandwich St. S.
Amherstburg, Ontario

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator.

Party To(s) Capacity Share

Name 1635726 ONTARIO LIMITED
Address for Service 1321 Front Rd. N.
R. R. #3
Amherstburg, Ontario N9V 3R3

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Applicant(s) Signed 2006 11 20
Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Party To(s) Signed 2006 11 20
Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Submitted By

MOUSSEAU DELUCA 500-251 Goyeau Street 2006 11 20
MCPHERSON PRINCE Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 26

File Number

Applicant Client File Number : 23202

the Town harmless from any and all claims, actions and demands resulting from the construction and installation of Services.

8. **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 reasonable costs of such inspections and tests shall be paid by the Developer within 30 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.

9. **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 the approval of the Authority which has jurisdiction over such municipal system.

10. **Work Schedule/Quality of Work**

The Developer will prepare and submit to the Town, plans for the installation of Services for each phase of 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 development procedures and in accordance with such work schedule. Subject to Force Majeure, if the Developer fails to proceed with reasonable development procedures and in accordance with the 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 therefore, or in accordance with good engineering practices in a good, workmanlike manner, using good materials, then the Town shall give the Developer thirty (30) days to Cure any default following which and in addition to any other remedy the Town may have, the Town may, without

(ii) Model Homes

The Developer will be allowed to construct four (4) model homes in the subdivision prior to the acceptance of services by the Town in accordance with the requirements of the Town's Development Manual.

12.(b) Tree Provisions/Mailbox Requirements

The Developer shall:

i) Tree Provision

Include in all Agreements of Purchase and Sale a requirement for planting on private property 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.

12.(c) Landscaping Requirements

(i) Front and Sideyards

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.

(ii) Centre Island at Main Entrance and Cul-de-sacs

The Developer shall engage a landscape architect to prepare a landscape plan. The plan shall provide for low maintenance plantings and mulching all to the satisfaction and approval of the Town's Public Works Manager. The Developer shall also provide a sample of the retaining block, pavers and mulch material to the Public Works Manager for approval prior to construction of the landscaped areas. The Developer is responsible for the construction, planting and maintenance of these landscaped areas.

subdivision bond (the Municipality will not accept any assigned Contractor's bonds), satisfactory to the Town, in an amount equal to 25% of the value set by the Town upon initial acceptance thereof, for all 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. If the Municipality agrees and/or requests that some of the work be delayed, Performance Securities for 100% of the outstanding works would be required in addition to the Maintenance Security.

15. **Iron Bars**

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.

16. **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.

17. **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.

18.(a) **Stormwater Management/Municipal Drain**

The development of the subdivision requires special measures to deal with stormwater management. The Owner agrees;

- (i) that prior to final approval, the Owner shall finalize the stormwater management report titled Woodland Trails Development Storm Water Management Plan, May 2005, prepared by HGS Consulting Engineers to the satisfaction and approval of the Town, the Essex Region Conservation Authority and the Ministry of the Environment;
- (ii) install the stormwater management measures identified above, as a part of the development of the site;

18.(e) **Design Drawings**

For all the works outlined therein and referred to in this section, the Developer shall provide design drawings, specification lists, tender in the same manner as for services in the subdivision, as detailed in paragraphs 3 through 11 and 13 and 14 hereof, and shall obtain approval of the works as detailed in paragraph 25 hereof.

19. **Additional Work**

If at any time prior to final acceptance of the last of the services by the Town it is of the Town's reasonable 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. In the event that the Arbitrator finds in favour of the Town then the Developer shall pay the same within thirty (30) days of written demand. In the event that the payment is not received within thirty (30) days of the written demand by the Town, the amount expended shall constitute and be a lien and charge upon the lands of the developer and may be collected as real property taxes in accordance with the Municipal Act as amended from time to time.

20. **Grading of Topsoil/Seeding of Graded Areas**

The Developer covenants and agrees that topsoil excavated for roadways shall be left and leveled within the subdivision, except as provided in paragraph 21 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. All areas stripped to topsoil will be seeded with the appropriate grass mixture to allow proper germination on the existing soil.

21. **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, channeling 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.

26. **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.

27. **Easements**

The Developer agrees to provide easements as may be required for services, utility or drainage purposes in a form satisfactory to the Town or utility.

28. **Conveyance of Reserves**

All terminating streets will contain a 0.3 metre reserve, to be illustrated on the final plan of subdivision and are to be conveyed to the Town. In addition, the final plan shall contain a 0.3 metre reserve along the north side of Street 'A' from the westerly limit of the street to the westerly limit of Lot 59 which shall be conveyed to the Town.

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

30. **Development Charges**

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 \$7,870.00 be paid for each single detached dwelling to be constructed (\$8,229.19 as at the passing of this agreement). 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.

activities adjacent to the existing woodlot and along the Chrysler Canada Greenway to the satisfaction of the Essex Region Conservation Authority.

37. **Schools**

In accordance with the requirements of the Greater Essex County District 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.

38. **Sidewalks**

Concrete sidewalks are to be installed in accordance with the Town's Development Manual or as otherwise approved by the Town. The 2.1 metre wide asphalt walkway along Nature Trail shall be constructed in such a manner as to provide a straight uniform edge along the total length. The method for construction of the asphalt walk will be approved by the Public Works Manager. Block 85 shall have an asphalt sidewalk constructed in the same manner as noted above.

39. **Streetlights**

The Developer shall install decorative streetlights in accordance with the present design standards and the Town's Development Manual, all to be approved by the Town of Amherstburg.

40. **Street Signs**

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with present standards and satisfactory to the Town.

41. **County of Essex Requirements**

In accordance with the requirements of the County of Essex the Developer shall;

- (i) prepare a Traffic Impact Study which addresses the effect of the overall development on the County Road System and any improvements deemed necessary as a result of this study shall be constructed at the expense of the Developer;
- (ii) obtain necessary permit(s) from the County of Essex for the construction of any public road intersection(s) and that the intersection(s) must be built to County specifications from drawings prepared by a consulting engineer hired by the Developer and must adequately address any concerns with visibility;
- (iii) all new signage and pavement markings on County Road 10 will be supplied and installed by the County at the expense of Developer; and

In the case of notice to the Town:

271 Sandwich Street South
AMHERSTBURG, ON N9V 2A5

Attention: The Clerk
Fax: (519) 736-0011

Planning Coordinator
Fax: (519) 736-9859

Manager of Public Works
Fax: (519) 736-7080

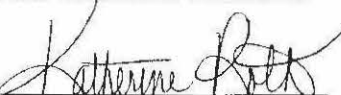
- (b) Any such notice, direction or other instrument if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five (5) days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by telecopier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, telex, telecopier or other form of electronic communication is interrupted by strike, slowdown, Force Majeure, or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

46. **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.

1635726 ONTARIO LIMITED

Per: 
Katherine Roth - President

THE CORPORATION OF THE
TOWN OF AMHERSTBURG

Per: 
Mayor Wayne Hurst

Per: 
Clerk David Mailloux

SCHEDULE "A"

LEGAL DESCRIPTION

Concession 8, Part Lot 7
Reference Plan 12R-22303, Part 1
Reference Plan 12R-22304, Part 1
Reference Plan 12R-22305, Part 1
Geographic Township of Anderdon
now in the Town of Amherstburg,
County of Essex,
Province of Ontario

1635726 ONTARIO LIMITED

Per: *Katherine Roth*
Katherine Roth – President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per: *Wynne Davis*
Mayor
Per: *D. Wainwright*
Clerk

SCHEDULE "B"

DEFINITION OF TERMS

The following definitions shall apply in the interpretation of this Agreement:

"Cure" means that the Developer has commenced the works required to address the Event of Default that has been identified and for which notice in accordance with this Agreement has been provided and is proceeding diligently to remedy any deficiency or default.

"Event of Default" means if the Developer fails in the performance of an obligation under this Agreement, and the Town issues a notice of such failure or default and a demand for performance, observance or compliance has been given. In such cases, the Town must allow the Developer a minimum of thirty (30) days to Cure the default (Cure as defined herein) unless such default is determined to be an emergency by the Town in which case a minimum less than thirty (30) days can be established for the Developer to Cure the default.

"Final Acceptance" means the date, commencing no sooner than the expiry of the maintenance period wherein the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works and Services have been completed in accordance with the terms of this Agreement and the Town engineer formally accepts the Services in writing.

"Force Majeure" means and includes acts of God, terrorist attacks, weather conditions, labour disputes, shortage of labour and materials and any happening, condition or thing beyond the control of a person which could not reasonably have been anticipated and avoided by such person which delays or prevents such person from performing any of its obligations hereunder, financial inability excepted.

"Improvements" means modifications to the Town-owned infrastructure that may be reasonably required from time to time.

"Indemnifiers" means jointly and severally.

"Interim Acceptance" means when Services are placed on maintenance by the Town. **"Lands"** means those lands as described in Schedule "A" attached hereto.

"Plan of Subdivision" means a registered plan of the lands where new, separate parcels of land have been created and can be legally used for the sale of lots.

"Services" means the storm sewers, sanitary sewers, waterlines, roads, curbs and hydro services, including those components of infrastructure described in Schedule "C".

"Substantial Performance" means the date that the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works are ready for use or are being used for the purposes intended.

"Town's Infrastructure Work" means the infrastructure work being undertaken by or on behalf of the Town to the portions of the Lands not designated for private development.

1635726 ONTARIO LIMITED

Per: 
Katherine Roth – President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per: 
Mayor

Per: 
Clerk

SCHEDULE "C"

DESIGN CRITERIA

**FOR SERVICES TO BE PROVIDED IN THE
WOODLAND TRAILS SUBDIVISION
TOWN OF AMHERSTBURG**

Sanitary and storm sewers, watermains, curbs and gutters, sidewalks, 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. Criteria upon which these services are to be designed, are as described in this schedule.

STORM DRAINAGE

- (i) Storm sewers, together with catch waterbasins shall be installed in all streets in the development in accordance with the approved engineering drawings and as approved by the Ministry of the Environment, E.R.C.A. and the Corporation. A copy of the design calculations shall be submitted to the Corporation.

- (ii) Private service connections (including cleanouts) from the storm sewers to the front property line of each building lot shall be provided and the developer shall install one private service connection for each lot. The minimum size of service connections shall be 150 mm. (6") diameter. Private storm service connections and clean-outs shall not be constructed under future driveways. Each storm service shall be provided with a clean out situated at the property line as per clean out detail on the approved engineering drawings.

Sewers shall be designed in accordance with the following criteria:

Design Method	-	rational method
Design Frequency	-	1:2 year
Runoff Coefficient	-	0.33
Minimum Pipe Size	-	300 mm. dia.
Manning Coefficient	-	0.013
Minimum Velocity	-	0.6 m/s
Private Drain Connection	-	150 mm. dia.
Minimum Cover	-	0.9 m.
Maximum Manhole Spacing	-	122 m.
Pipe Material	-	concrete or PVC
Stormwater Management	-	CSP
Outlet Pipe		(satisfactory to the Town)

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

Sanitary sewers together with all necessary appurtenances and service connections from the appropriate sewer to the front property line of each building lot shall be constructed to the approved design of the Ministry of the Environment and the Corporation. Each building lot shall be provided with access to a sanitary sewer service connection for each lot. The minimum sanitary service connection size shall be 5" in diameter. Each sanitary service shall be provided with a clean out situated at the property line as per clean out detail on the approved engineering drawings. The Developer shall be responsible for all costs associated with the construction of the Ontario Ministry of the Environment and the Provincial sewage works program across the Developer's property.

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

Average Daily Flow	-	360 L/cap/day
Peaking Factor	-	harmon formula
Population Density	-	3 ppu
Minimum Pipe Size	-	200 mm. dia.
Manning Coefficient	-	0.013
Minimum Cover	-	2.5 m.
Maximum Manhole Spacing	-	122 m.
Private Drain Connection	-	125 mm. dia.
Pipe Material	-	PVC

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, valves and blow-offs to service the entire subdivision with 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.
Maximum Hydrant Spacing	-	150 m.
Maximum Valve Spacing	-	150 m. and at intersections
Minimum Pipe Size	-	150 mm. dia.
Lot Connection	-	19 mm. dia.
Pipe Material	-	PVC

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.

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:

- (a) Roads within the Subdivision other than entrance from County Road 10

Width (face to face of curb) - 8.5 m.
Curb and Gutter - Barrier type concrete curbs and gutters

- (b) Entrance from County Road 10

The road design shall consist of two lanes separated by a landscaped centre median.

Lane width (face to face of curb) 4.0 m
Centre median width (face to face of curb) 4.0 m
Curb and Gutter – Barrier type concrete curb and gutters

Barrier type concrete curbs and gutters shall be constructed on both sides of all roadways including all turning radii. Design and type of curb is shown on the approved engineering drawings. All catch basin grates are to open towards the property line and not towards the street.

Alignment:

Minimum Turning Radius - 9.0 m.
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.

SIDEWALKS

Concrete sidewalks are to be installed in accordance with the Town's Development Manual or as otherwise approved by the Town. The 2.1 metre wide asphalt walkway along Nature Trail shall be constructed in such a manner as to provide a straight uniform edge along the total length. The method for construction of the asphalt walk will be approved by the Public Works Manager. Block 85 shall have an asphalt sidewalk constructed in the same manner as noted above.

STREETLIGHTS

The Developer shall install decorative streetlights in accordance with the present design standards and the Town's Development Manual, all to be approved by the Town of Amherstburg.

STREET SIGNS

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with present standards and satisfactory to the Town.

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 not 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 Town of Amherstburg and Hydro One.

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.

CABLE T.V. SERVICE

The Developer shall, at its' own expense, make satisfactory arrangements with the cable company providing cable television service to the municipality to provide for a buried or underground cable television service for this development. The Developer shall provide to the Corporation, upon demand, confirmation from the said cable company that such arrangements have been made.

SERVICE LOCATION

ADJUSTMENTS

The grade of any and all water service boxes, valve 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 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.

DRIVEWAY APPROACHES

Residential driveways and their approaches shall be constructed to a width that complies with the provisions of the Corporation's Zoning By-Law, as amended from time to time. Residential approaches shall consist of 250 mm. (10") Granular "A" stone base with interlocking paving stone, concrete or asphalt paving from the back of the curb to the property line.

It is understood and agreed that under no circumstances will the Developer herein be permitted to install a new residential driveway approach within the corner radii of a curb constructed along any street in this development.

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.

COMMUNITY MAILBOXES

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

EASEMENTS

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

ROAD ALLOWANCES

All road allowances shown on the draft plan shall be dedicated as public highways and shall be not less than 20.00 m. (66') wide and shall be shown on the approved engineering drawings.

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, with two (2) 300 mm. diameter pre-fabricated polyethylene catch basins in accordance to the rear yard drainage detail shown on the approved engineering drawings, 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 pipe. 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.

SPECIAL SERVICING REQUIREMENTS

The construction of structures shall conform to the following requirements:

- (a) Roof or rain water leaders and weeping tile drains from each respective building must be discharged to a splash block and spilled to grade. Rain water cannot be directed across sidewalks where it will constitute a hazard for the formation of ice.
- (b) Weeping tile drains shall not be connected to the sanitary sewers.
- (c) Basement floor drains shall be connected to the sanitary sewers provided for each dwelling.
- (d) Rear yard drainage, including two (2) 300 mm. diameter pre-fabricated polyethylene catch basins, shall be provided for each building lot in the locations and according to the design and specifications as shown on the approved engineering drawings.
- (e) A lot grading plan shall be included in the final set of plans approved for construction of the works. The consulting engineer or a certified land surveyor shall certify, upon completion of the works, that the lot grades and catch basin elevation are in accordance with the design and that the lands abutting the subdivision are draining adequately. The Developer acknowledges that, until such time as the provisions of this paragraph have been complied with, no occupancy of any building shall be permitted and any and all securities delivered to the Corporation by the Developer herein shall be held to ensure the provisions of this paragraph are complied with.

1635726 ONTARIO LIMITED

Per: Katherine Roth
Katherine Roth - President

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per: Wayne Stess
Mayor

Per: J. Mailloux
Clerk