

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-59

A by-law to authorize the signing of a Development Agreement.

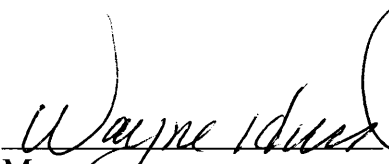
WHEREAS 1318840 Ontario Limited has proposed the development of property described as 400 Sandwich Street South for use as a shopping centre plaza.

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;


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

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto 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 17th day of August, 2006.



Mayor



Clerk

Certified to be a true copy of By-law
No. 2006-59 passed by the Amherstburg
Municipal Council on August 17th, 2006.

Form 4 — Land Registration Reform Act

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">1545848</p> <p style="text-align: center; font-size: 10px;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT ESSEX (12) WINDSOR</p> <p style="text-align: center; font-size: 12px;">2006 SEP 27 APR 8 54 13:41</p> <p style="text-align: center; font-size: 8px;">AND REGISTRAR/REGISTRATEUR</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of _____ pages	
	(3) Property Identifier(s) _____ Block 70566 Property 0023(R) Additional: See Schedule <input type="checkbox"/>		
	(4) Nature of Document DEVELOPMENT AGREEMENT		
	(5) Consideration Dollars \$ _____		
	(6) Description Part Lot 3, Concession 1 (Malden) designated as Parts 1 and 4, Plan 12R-22700; Amherstburg		
	New Property Identifiers Additional: See Schedule <input type="checkbox"/>		
Executions Additional: See Schedule <input type="checkbox"/>	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		

(8) This Document provides as follows:
See Development 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	 Armando F. DeLuca, Q.C.	2006 09 26

(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
1318840 ONTARIO LIMITED (Owner)		

(13) Address for Service: **33 University Ave. W. Suite 400, Windsor, Ontario N9A 5N8**

(14) Municipal Address of Property Vacant Land White Woods Mall	(15) Document Prepared by: Armando F. DeLuca, Q.C. Mousseau, DeLuca, McPherson, Prince, LLP 500-251 Goyeau St. Windsor, Ontario N9A 6V2	FOR OFFICE USE ONLY Fees and Tax Registration Fee 62 Total 62
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The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 22

Properties

PIN 70566 - 0059 LT
Description PCL BLOCK A-1 SEC M83; BLK A PL M83 PTS 1 TO 7 12R7447 S/T R356082;
 AMHERSTBURG
Address AMHERSTBURG

PIN 70566 - 0058 LT
Description PCL 3-18 SEC AMHERSTBURG-1; PT LT 3 CON 1 PTS 1 & 2 12R2926 PT 2 12R2927
 PTS 2, 3, & 4 12R4482 PTS 2, 3, & 4 12R6389 S/T R356082 S/T PT FARM LT 3 CON 1
 PT 4 12R4482 IN FAVOUR OF PT FARM LT 3 CON 1 PTS 5 & 6 12R4482 AS IN
 LT41756; AMHERSTBURG
Address AMHERSTBURG

Consideration

Consideration \$ 0.00

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

I, Lory Bratt, Planning Coordinator, have the authority to bind the corporation.

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

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 09 26
 Windsor N9A 6V2
 Tel 519-258-0615
 5192586833

Submitted By

MOUSSEAU DELUCA 500-251 Goyeau Street 2006 09 26
 MCPHERSON PRINCE Windsor N9A 6V2
 Tel 519-258-0615
 Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number : 23263

DEVELOPMENT AGREEMENT

Registered _____, 2006.

THIS AGREEMENT made in triplicate this 17th day of August, 2006.

BETWEEN:

1318840 ONTARIO LIMITED
hereinafter called the "OWNER"

OF THE FIRST PART;

-and-

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

OF THE SECOND PART;

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Owner intends to develop or redevelop the said lands for a shopping centre plaza in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

SCHEDULE "A" - Legal description of the said lands
SCHEDULE "B" - Site Plan

- SCHEDULE "C" - Servicing:
 - (i) Removals and Utility Relocations
 - (ii) Paving and Grading Plan
 - (iii) Site Servicing Plan
 - (iv) Standard Details
 - (v) Standard Details
- SCHEDULE "D" - Electrical Site Services
- SCHEDULE "E" - Landscape Plan and Details
- SCHEDULE "F" - Elevations

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
 - (a) The location of all buildings and structures to be erected;
 - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access;
 - (d) The location and provision for the collection and storage and garbage and other waste materials.
4. Schedule "C" hereto shows:
 - (a) Servicing: (i) Removals and Utility Relocation, (ii) Paving and Grading Plan, (iii) Site Servicing Plan, (iv) Standard Details, (v) Standard Details.
5. Schedule "D" hereto shows:
 - (a) Electrical Site Services
6. Schedule "E" hereto shows:
 - (a) Landscape Plan and Details
7. Schedule "F" hereto shows:
 - (a) Elevation drawings for Buildings A, B, C & D.
8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Lines Corporation regarding any matters that relate to services provided by Essex Power Lines Corporation. Further the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
9. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and the Essex Region Conservation Authority.
10. All of the exterior walls of the buildings shall be as per the elevation drawings as shown on Schedule "F" hereto.

11. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like materials, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
12. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
13. All walkways on the said lands, where so designated on Schedule "B", shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.
14. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
15. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
16. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "C" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and separated from the sanitary sewer.
17. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
18. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
19. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "E". The Owner further agrees to construct a fence on those lands indicated on Schedule "E" in accordance with the fence detail forming part of Schedule "E". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
20. All driveways for emergency vehicles shall:
 - (1) Be connected with a public thoroughfare;
 - (2) Be designed and constructed to support expected loads imposed by firefighting equipment;
 - (3) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 - (4) Have a clear width of 3 metres at all times;

- (5) Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 - (6) Have an overhead clearance not less than 4.5 metres;
 - (7) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - (8) Have approved signs displayed to indicate the emergency route.
21. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
 22. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
 - (1) The progress of development;
 - (2) The state of maintenance as provided for in this Agreement.
 23. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
 24. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
 25. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
 26. In the event that an Owner should fail to obey a stop work order issued under Section 23 hereof, the Owner recognizes the right of the Corporation to apply to the Court for a restraining order.

27. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 24 or after notice of an opinion, which Council of the Corporation determines is correct under Section 25, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
28. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
29. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
30. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation; whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
31. The Owner shall be required to provide a pavement marking plan for the affected areas on Pickering and Sandwich satisfactory to the Corporation's Public Works Manager. All costs associated with the removal of existing pavement markings and the provision of new pavement markings in accordance with the approved plan shall be the responsibility of the Owner.
32. The Owner and Corporation agree that the Owner shall provide a 1.5 metre wide concrete sidewalk commencing at Pickering southerly along the west side of Sandwich Street South to the south side of the main entrance to the development off of Sandwich Street South turning westerly (perpendicular to the street) to provide pedestrian access into the development. The Corporation further agrees that the total cost of construction of the subject sidewalk may be financed and debentured as a local improvement in accordance with the provisions of the Municipal Act. The debenture to be for a five year term at the current rate of interest at the time the amount is debentured.
33. The Owner agrees that the re-alignment of the forcemain to the sanitary sewage plant shall be to the complete satisfaction of the Corporation. All costs associated with said re-alignment shall be the responsibility of the Owner.


34. The Owner agrees that services to the apartment building to the west which are found to be located under the proposed building "C" will be rerouted along property lines to Pickering Drive all in accordance with the Town standards. Any costs associated with the reconstruction and relocation of the said services shall be the responsibility of the Owner.
35. The Owner and Corporation agree to provide the required easements to Essex Power Lines Corporation as approved by the Corporation.
36. The Owner and Corporation agree that it is the Corporation's intent to undertake a traffic study of the Sandwich/Pickering/Dalhousie Street area. The Owner agrees that if traffic modifications are required in this area as a result of this development the Owner will share in a proportional obligation of the recommended changes. The proportionate share will be determined by the traffic study.
37. The Owner and Corporation agree that municipal records indicate that one of the past uses of the property was a landfill site of an undetermined size. The Owner agrees that prior to any construction commencing that a geotechnical survey will be undertaken satisfactory to the Town to determine the extent of methane gas which may be present in the underlying soil. The Owner further agrees to undertake any methane abatement measures and/or any other recommendations as set out in the report at the Owner's expense.
38. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 469 of the Municipal Act shall apply.
39. The Owner and Corporation agree that an easement/right of way will be provided by the Corporation over Parts 2, 5 and 6, Plan 12R-22700 for access purposes. Specifically the purpose of the easement/right of way is for delivery truck traffic in particular for the larger retail tenants. The Owner agrees that if traffic issues become a problem, as determined by the Corporation a controlled access as required by the Corporation will be installed. All costs associated with the provision of the easement/right of way will be the responsibility of the Owner. All costs associated with a controlled access, if required will be the responsibility of the Owner.
40. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of buildings and structures is required as part of the site plan agreement in addition to financial security in the amount of 100% for all off-site works required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Public Works Manager. Once the Town has inspected and approved the

construction of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER:

1318840 ONTARIO LIMITED

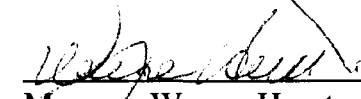


Joseph Mikhail - SEc.

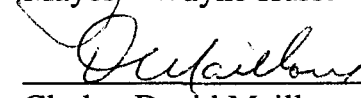


Lou Mikhail - Pres.

THE CORPORATION OF THE
TOWN OF AMHERSTBURG



Mayor - Wayne Hurst



Clerk - David Mailloux

Authorized and approved by By-law
No. 2006-59 enacted the 17th day of
August, 2006.

SCHEDULE "A"

The following is a description of the land to which this instrument applies:


- FIRSTLY:** Parcel Block A-1, Block A on Plan M-83, being Parts 1 to 7 on Plan 12R-7447
- SECONDLY:** Parcel 3-18 Sec Amherstburg, Part Lot 3, Concession 1, being Parts 1 & 2 on Plan 12R-2926, Part 2 on Plan 12R-2927, Parts 2, 3 & 4 on Plan 12R-4482 and Parts 2, 3 & 4 on Plan 12R-6389, Part Lot 3, Concession 1
- THIRDLY:** Part Lot 3, Concession 1
Parts 1 & 4, Plan 12R-22700

in the Town of Amherstburg,
County of Essex
Province of Ontario

OWNER:
1318840 ONTARIO LIMITED

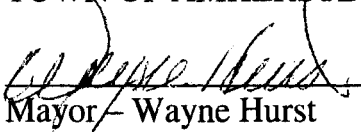


Joseph Mikhail - Sec.

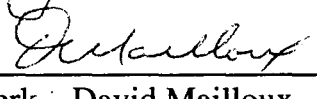


Lou Mikhail - Pres.

THE CORPORATION OF THE
TOWN OF AMHERSTBURG

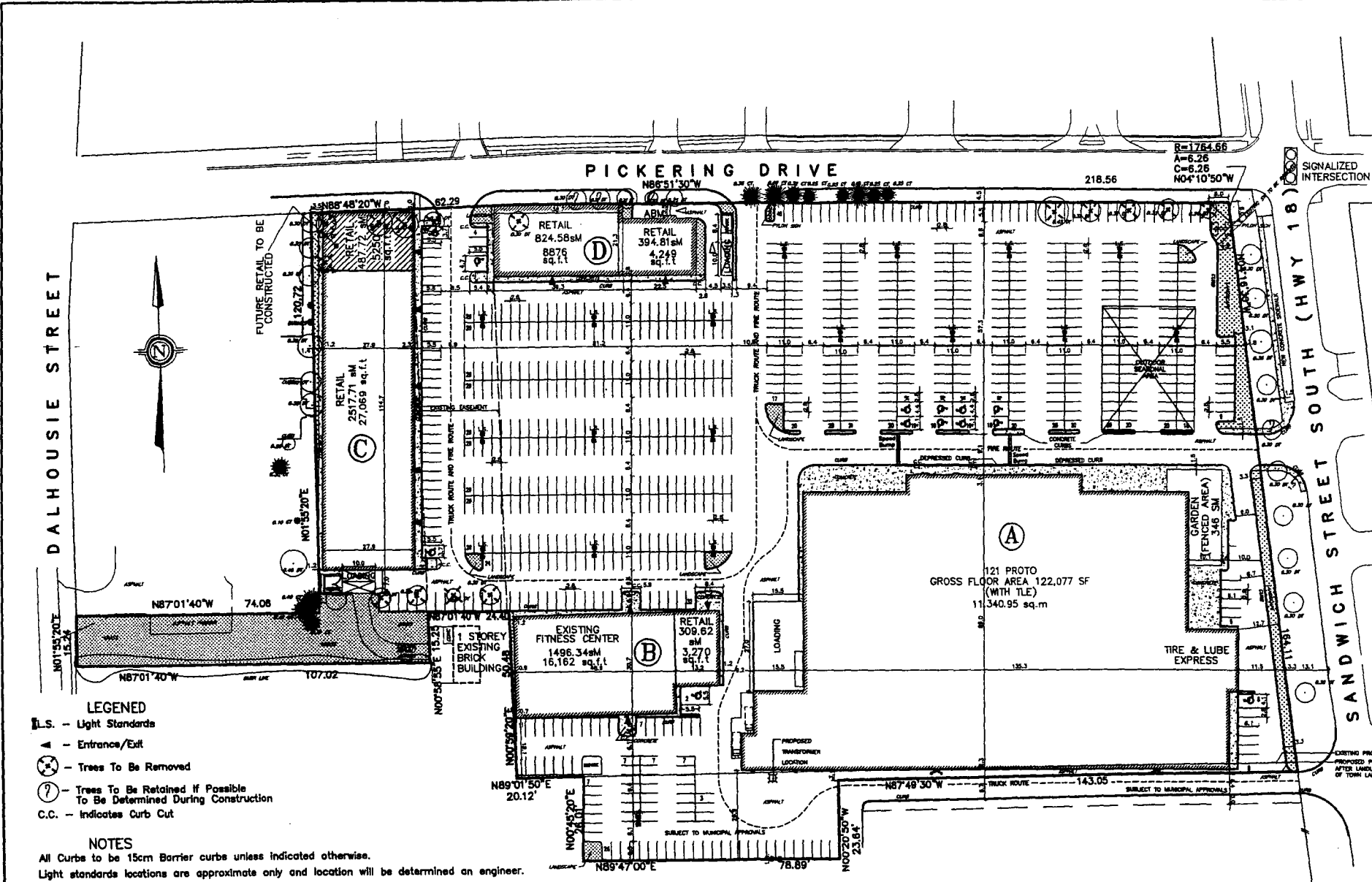


Mayor - Wayne Hurst



Clerk - David Mailloux

LOU MIKHAIL
 TOWN OF AMHERSTBURG
 CLERK



SITE STATISTICS

Area of Land = 50,837.57 sq.m
 = 6.08 Ha
 = 12.5 Ac

Area of Buildings = 17,370.9 sq.m
 = 186,984 sq.ft.

Building A = 11,340.95 sq.m
 Building B = 1,496.34 sq.m
 Building C = 2,517.71 + 487.72 sq.m
 Building D = 1,219.36 sq.m

Landscape Open Space
 = 4,580.28 sq.m
 = 53,608.82 sq.ft.

Lot Coverage = 34.0%
 Landscape Coverage = 9.7%

Parking Required = 563 (2.8x5.5)
 Parking Provided = 814 (2.8x5.5)

Handicap Parking Required = 9 (3.7x5.5)
 Handicap Parking Provided = 12 (Varies)

- LEGENED**
- LS - Light Standards
 - ▲ - Entrance/Exit
 - ⊗ - Trees To Be Removed
 - ⊙ - Trees To Be Retained if Possible To Be Determined During Construction
 - C.C. - Indicates Curb Cut

NOTES

All Curbs to be 15cm Barrier curbs unless indicated otherwise.
 Light standards locations are approximate only and location will be determined an engineer.

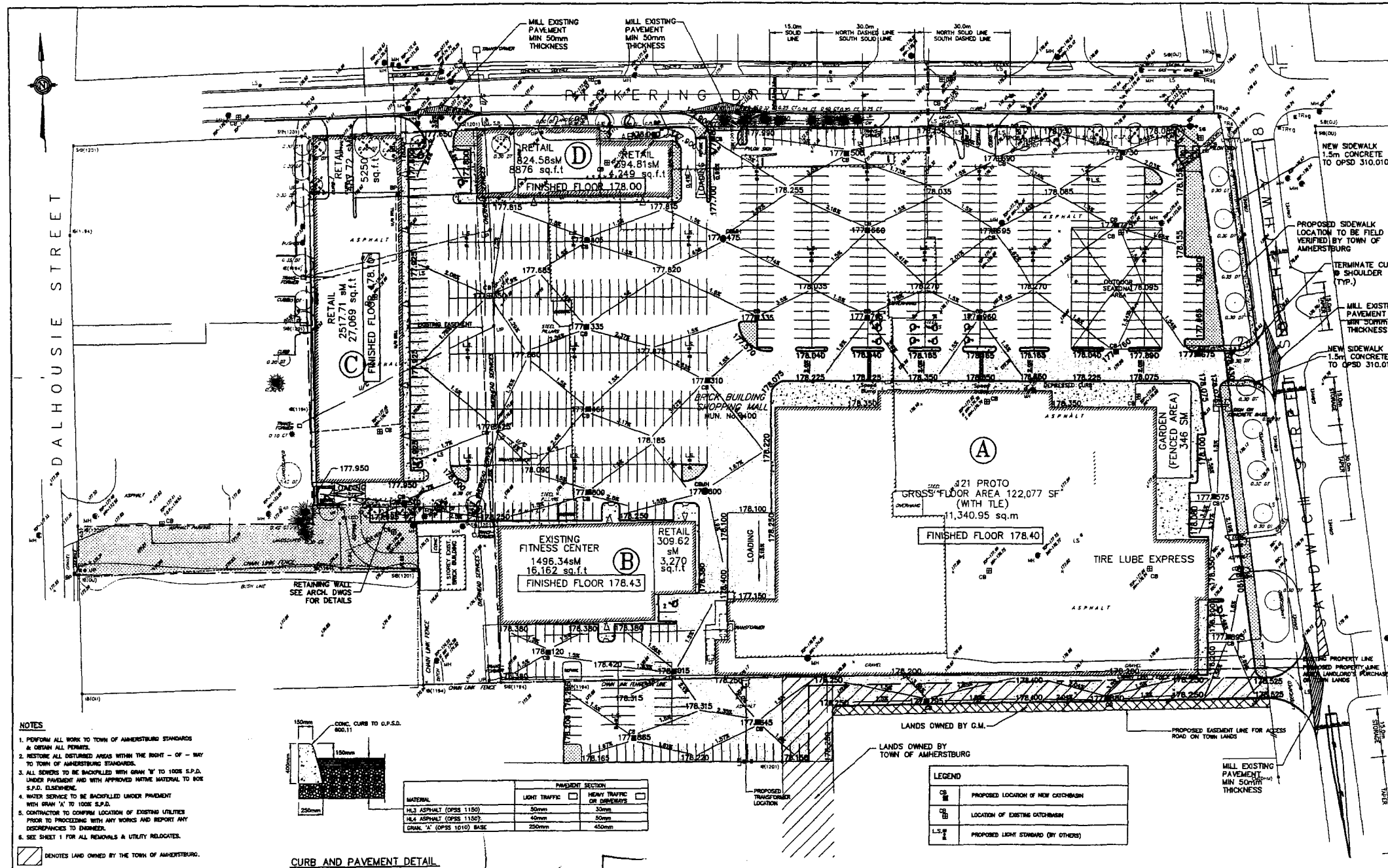
SITE PLAN
 OF
 BLOCK 'A', PLAN M-83
 AND
 PART OF LOT 3, CONCESSION 1
 BEING IN THE
 TOWN OF AMHERSTBURG
 COUNTY OF ESSEX, ONTARIO
 CLARKE SURVEYORS INCORPORATED - 2005

SCALE : 1:750 METRIC

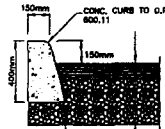
"METRIC" DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

Project: ABURG_MALL
 Scale: AS_SHOWN
 Version: SD11-006
 Drawn by: JB

SITE PLAN
 CAD DATE: MAR/25/2006 11:01AM
 CAD FILE NO.: N:\ACTIVEPROJECTS\ESSEX\COUNTY\ABURG\MALL\2005-12-08-SD7MADY005_SPC.DWG



- NOTES**
1. PERFORM ALL WORK TO TOWN OF AMHERSTBURG STANDARDS & OBTAIN ALL PERMITS.
 2. RESTORE ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY TO TOWN OF AMHERSTBURG STANDARDS.
 3. ALL SLOPES TO BE BACKFILLED WITH GRAN. 'W' TO 100% S.P.D. UNLESS OTHERWISE NOTED. UNLESS OTHERWISE NOTED WITH APPROVED NATIVE MATERIAL TO SOE S.P.D. ELSEWHERE.
 4. WATER SERVICE TO BE BACKFILLED UNDER PAVEMENT WITH GRAN. 'W' TO 100% S.P.D.
 5. CONTRACTOR TO CONFIRM LOCATION OF EXISTING UTILITIES PRIOR TO PROCEEDING WITH ANY WORKS AND REPORT ANY DISCREPANCIES TO ENGINEER.
 6. SEE SHEET 1 FOR ALL REMOVALS & UTILITY RELOCATES.

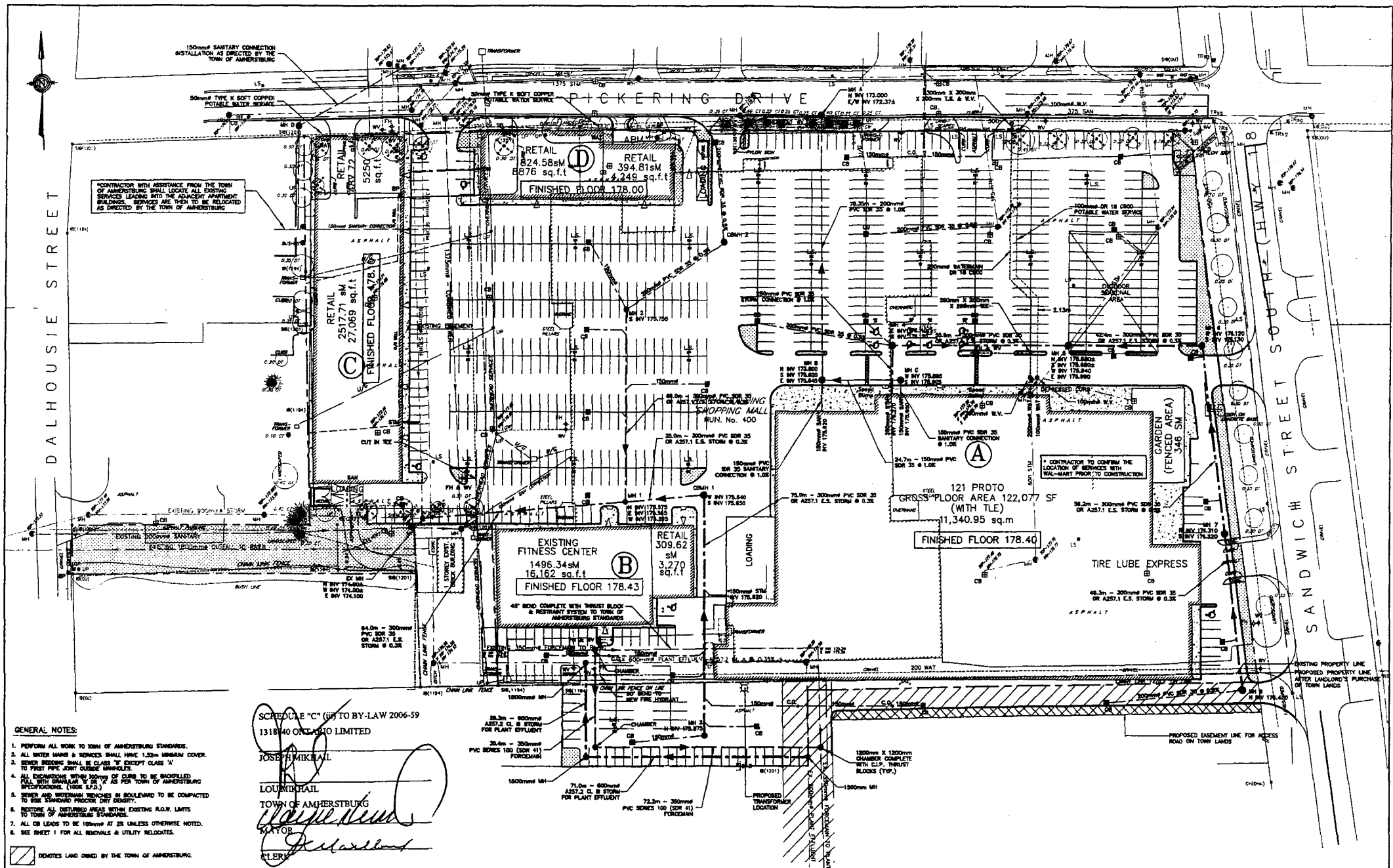


MATERIAL	PAVEMENT SECTION	
	LIGHT TRAFFIC	HEAVY TRAFFIC OR DRIVEWAYS
H.3 ASPHALT (OPSS 1150)	50mm	30mm
H.4 ASPHALT (OPSS 1150)	40mm	20mm
CONAL 'C' (OPSS 1010) BASE	250mm	400mm

LEGEND	
CB	PROPOSED LOCATION OF NEW CATCH-BASIN
CB	LOCATION OF EXISTING CATCH-BASIN
L.S.	PROPOSED LIGHT STUBS (BY OTHERS)

<p>SCHEDULE "C" (ii) TO BY-LAW 2006-59</p> <p>1318840 ONTARIO LIMITED</p> <p>JOSEPH MIKHAIL</p> <p>LOU MIKHAIL</p>		<p>TOWN OF AMHERSTBURG</p> <p><i>Joseph Mikhail</i></p> <p>MANAGER</p> <p>CLERK</p>	<p>hes LIMITED</p> <p>Consulting Engineers</p> <p>WINDSOR, ONTARIO</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>SCALE</th> </tr> </thead> <tbody> <tr> <td>4.</td> <td>REVISED AS PER TOWN'S FINAL COMMENTS</td> <td>11 AUG 2006</td> <td>R.C.L.</td> <td>DRWN. B.L.</td> </tr> <tr> <td>3.</td> <td>REVISED AS PER TOWN COMMENTS</td> <td>04 AUG 2006</td> <td>R.C.L.</td> <td>DRWN. A.M.C. B.L.</td> </tr> <tr> <td>2.</td> <td>REVISED AS PER OWNER'S COMMENTS</td> <td>21 JULY 2006</td> <td>R.C.L.</td> <td>DRWN. R.C.E.</td> </tr> <tr> <td>1.</td> <td>ISSUED TO OWNER FOR REVIEW</td> <td>17 JULY 2006</td> <td>R.C.L.</td> <td>DATE FEB. 22, 2006</td> </tr> </tbody> </table>	NO.	REVISION	DATE	BY	SCALE	4.	REVISED AS PER TOWN'S FINAL COMMENTS	11 AUG 2006	R.C.L.	DRWN. B.L.	3.	REVISED AS PER TOWN COMMENTS	04 AUG 2006	R.C.L.	DRWN. A.M.C. B.L.	2.	REVISED AS PER OWNER'S COMMENTS	21 JULY 2006	R.C.L.	DRWN. R.C.E.	1.	ISSUED TO OWNER FOR REVIEW	17 JULY 2006	R.C.L.	DATE FEB. 22, 2006	<p>AMHERSTBURG MIKHAIL COMMERCIAL - WALMART</p> <p>PAVING & GRADING PLAN</p> <p>PROJECT NO. C105-1246</p> <p>SHEET NO. 2</p> <p>OF 5</p>
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Aug 11, 2006 - 10:50am \\C:\server\cad\active\2005\C105-1246



- GENERAL NOTES:**
1. PERFORM ALL WORK TO TOWN OF AMHERSTBURG STANDARDS.
 2. ALL WATER MAINS & SERVICES SHALL HAVE 1.2m MINIMUM COVER.
 3. SERVICE BRIDGES SHALL BE CLASS 'X' EXCEPT CLASS 'X' TO FIRST PVC JOINT (HOUSE MANHOLES).
 4. ALL EXCAVATIONS WITHIN 300m OF CURB TO BE BACKFILLED ALL WITH GRANULAR FILL 'X' AS PER TOWN OF AMHERSTBURG SPECIFICATIONS (LINK L7.2).
 5. SERVICE AND INTERMEDIARY MANHOLES IN SOLELEADING TO BE COMPACTED TO FIRM SURROUND PROCEED DRY DENSITY.
 6. RESTORE ALL DISTURBED AREAS WITHIN EXISTING P.O.B. LIMITS TO TOWN OF AMHERSTBURG STANDARDS.
 7. ALL CB LEADS TO BE TYPICAL AT 2% UNLESS OTHERWISE NOTED.
 8. SEE SHEET 1 FOR ALL REMOVALS & UTILITY RELOCATES.
- NOTES LAND OWNED BY THE TOWN OF AMHERSTBURG.

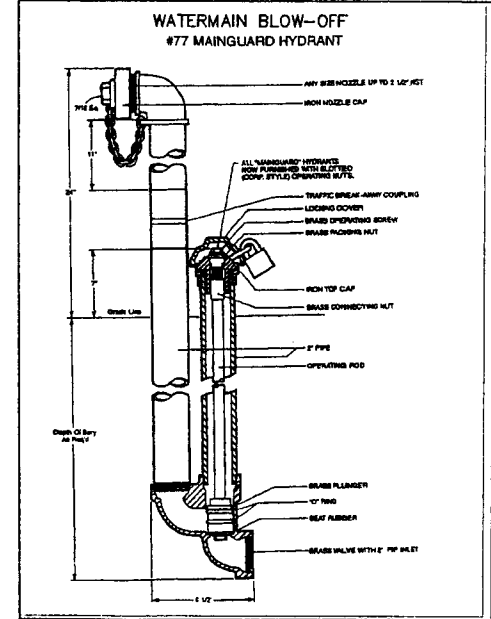
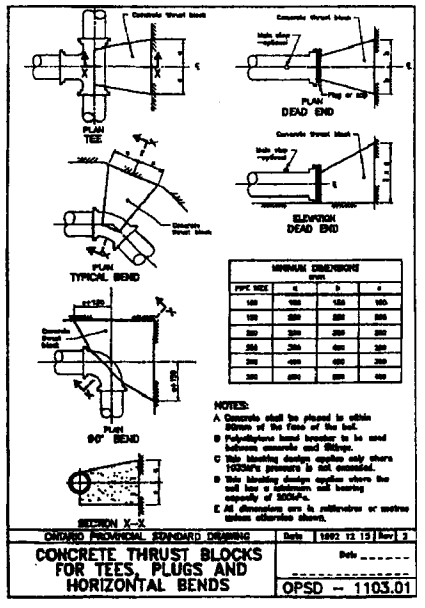
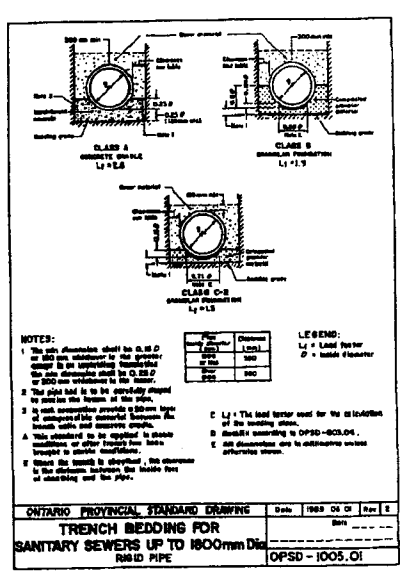
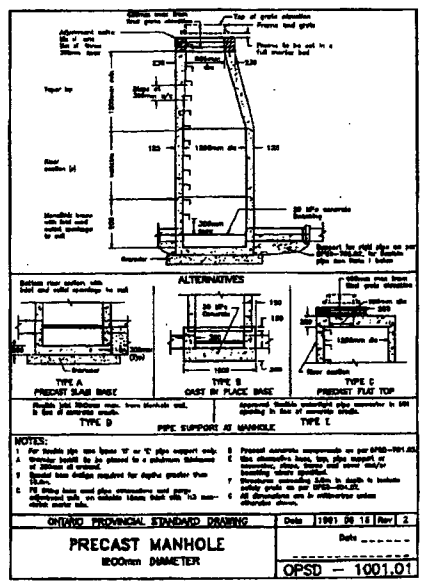
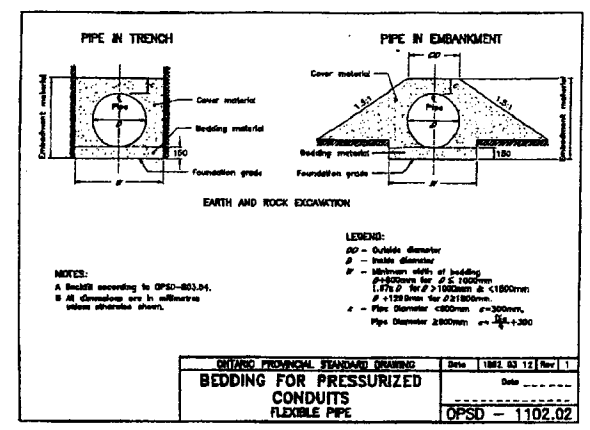
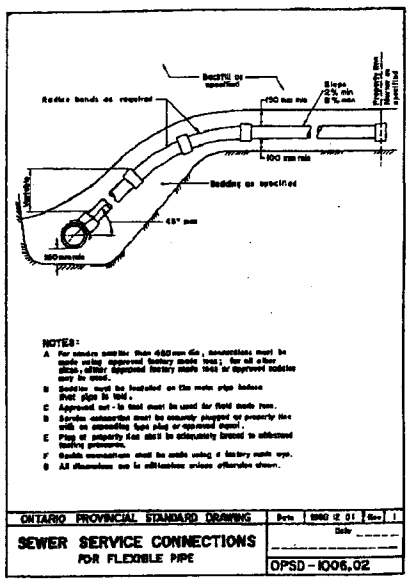
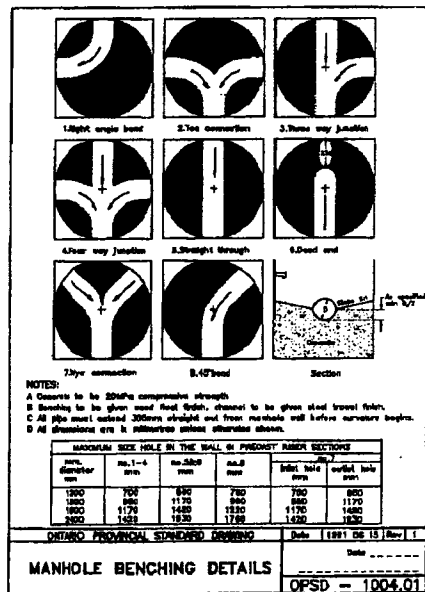
SCHEDULE "C" (8) TO BY-LAW 2006-59
 1318740 ONCLAND LIMITED
 JOSEPH MIKHAIL
 LOUIS MIKHAIL
 TOWN OF AMHERSTBURG
 MAYOR
 CLERK

hes LIMITED
 Consulting Engineers
 WINDSOR, ONTARIO

NO.	REVISION	DATE	BY
1.	ISSUED TO OWNER FOR REVIEW	14 JULY 2008	R.C.C.
2.	REVISED AS PER OWNER'S COMMENTS	21 JULY 2008	R.C.C.
3.	REVISED AS PER TOWN COMMENTS	26 AUG 2008	A.K.C. B.L.
4.	REVISED AS PER TOWN'S FINAL COMMENTS	11 AUG 2008	R.C.C.

PROJECT NO.	C105-1246
SHEET NO.	3
DATE	FEB 22, 2008
SCALE	1:500
PROJECT NAME	AMHERSTBURG MIKHAIL COMMERCIAL - WALMART
TITLE	SITE SERVICING PLAN

JOSEPH MIKHAIL
LOUIS MIKHAIL
TOWN OF AMHERSTBURG
MAYOR
CLERK



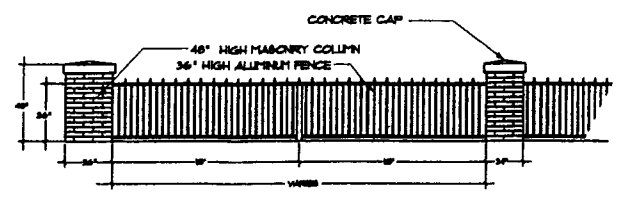
hcs LIMITED
Consulting Engineers
WINDSOR, ONTARIO

NO.	REVISION	DATE	BY
1	REVISED AS PER TOWN'S FINAL COMMENTS	11 AUG 2008	R.C.C.
2	REVISED AS PER TOWN COMMENTS	01 JUL 2008	R.C.C.
3	REVISED AS PER DESIGNER'S COMMENTS	21 JULY 2008	R.C.C.

DESIGN	R.C.C.
CHECKED	R.C.C.
DRAWN	A.K.C., B.L.
CHECKED	R.C.C.
DATE	FEB. 23, 2008
SCALE	1:500
AMHERSTBURG MIKHAIL COMMERCIAL - WALMART	
STANDARD DETAILS	
PROJECT NO.	C105-1246
SHEET NO.	4
TOTAL SHEETS	5

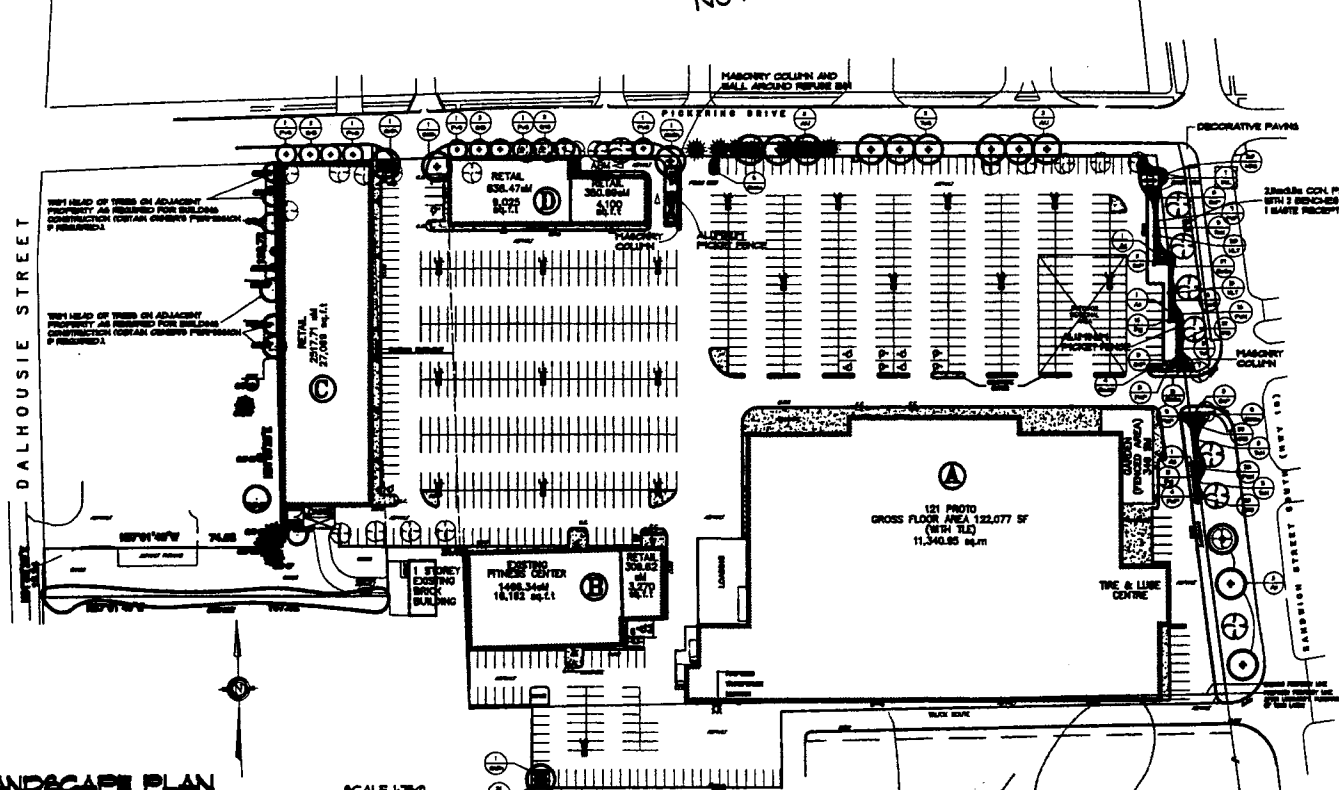
Plant List

KEY BOTANICAL NAME	COMMON NAME	SIZE	ROOT GUAN
DECIDUOUS TREES			
A11 ACER FRAXINUM 'LEFFENWEG'	AIRYRN SLADE MAPLE	75 cm	50
A1 ACER PLATANOIDES	NORWAY MAPLE	60 cm	50
P14 ALNDRINA TRICANTHOS 'MADRIDMASTER'	MADRIDMASTER HONEY-LOCUST	75 cm	50
P15 FRAXINUS VIRGINIANA 'WALBERT'	WALBERT GREEN-CHERRY	60 cm	50
P16 STYRAX RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	60 cm	50
T05 TILIA CORDATA 'GREENSPRING'	GREENSPRING LINDEN	75 cm	50
TREE STANDARDS/SPECIFIC SHRUBS			
A4 APHILANCHER ALPINFOLIA	SARACATON SERVICEBERRY	200 cm	50
DECIDUOUS SHRUBS			
D1 DIBETIA GRACILE	SLIMMER DIBETIA	50 cm	50
D2 SPYRAEA SPINALDA 'ANTHONY SATERBER'	ANTHONY SATERBER SPYREA	50 cm	50
D3 SPYRAEA SPINALDA 'GOLDPOUND'	GOLDPOUND SPYREA	50 cm	50
D4 STYRAX MENTHAE 'VALBERT'	VALBERT GREEN LILAC	50 cm	50
EVERGREENS			
P17 PINUS MIBO 'PINELO'	PINELO DWARF MIBO PINE	40 cm	50
T01 TAXUS MEDIA 'VELLI'	HULL'S YEW	50 cm	50
PERENNIALS/ORNAMENTAL GRASS			
H01 HEBERCALE 'HAPPY RETURN'	HAPPY RETURN DAYLILY	1.00 m	50
H02 HEBERCALE 'LAVENDER TONE'	LAVENDER TONE DAYLILY	1.00 m	50
H03 HORTIA 'ROYAL STANDBY'	ROYAL STANDBY PLANTAIN LILY	1.00 m	50
H04 PENSTEMON 'ALPINEGRODAS WARELY'	WARELY MOUNTAIN GRASS	1.00 m	50
BOULDERS			
B01 BATHORN LEPIDOTE		2000 lb	1



Masonry/Aluminum Fence Section SCALE: NTS

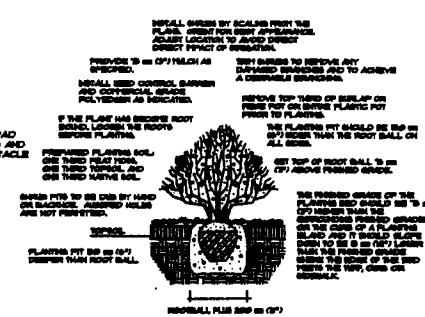
NOT TO BE USED FOR CONSTRUCTION



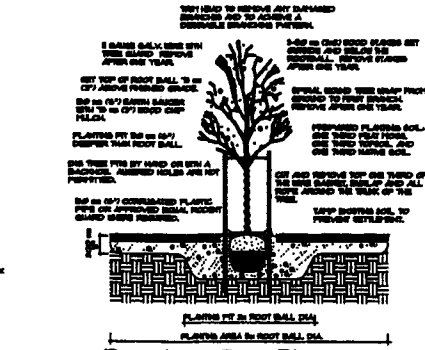
LANDSCAPE PLAN SCALE: 1/8"=1'-0"

Legend

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING CONIFER TO BE REMOVED
- PROPOSED TREE
- QUANTITY OF PLANTS KEY TO BOTANICAL NAME
- QUANTITY OF BOULDERS TYPE OF BOULDER
- L.S. - Light Standards
- Entrance/Exit
- C.C. - Indicates Curb Cut



Strub Planting 1/8"=1'-0"



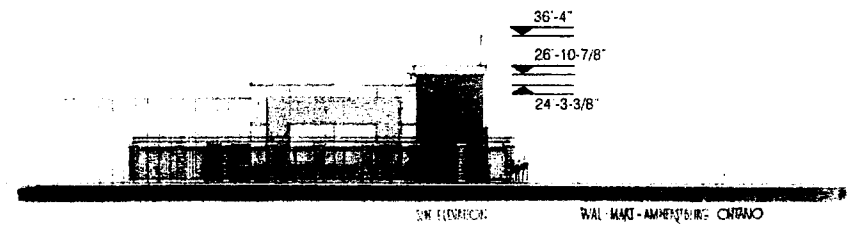
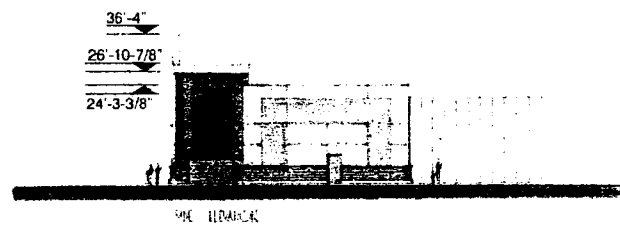
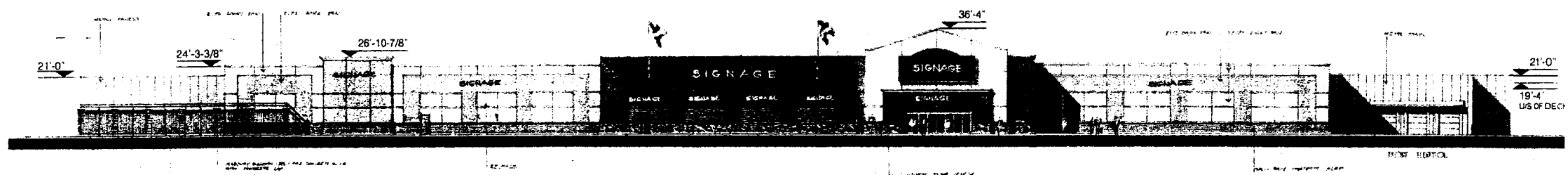
Deciduous Tree Planting 1/8"=1'-0"

Dezire & Associates
Landscape Architects
1000 BAYVIEW RD. UNIT 4
SCARBOROUGH, ONTARIO M1B 4Y6
Tel: (416) 291-4644
Fax: (416) 291-4648

SCALE	
REVISIONS	
1. EPC APPROVAL #12345	
REVISIONS	
1. EPC REVISION #67890	
PROJECT	WHITE WOODS MALL
	475 WESTERN, ONTARIO
DRAWING TITLE	LANDSCAPE PLAN AND DETAILS
SCALE	As Noted
DRAWN BY:	GOB
CHECKED BY:	PLB
APPROVED BY:	
DATE	JULY 2006
DRAWING NO.	LA-1
REV. FILE NO./REV.	

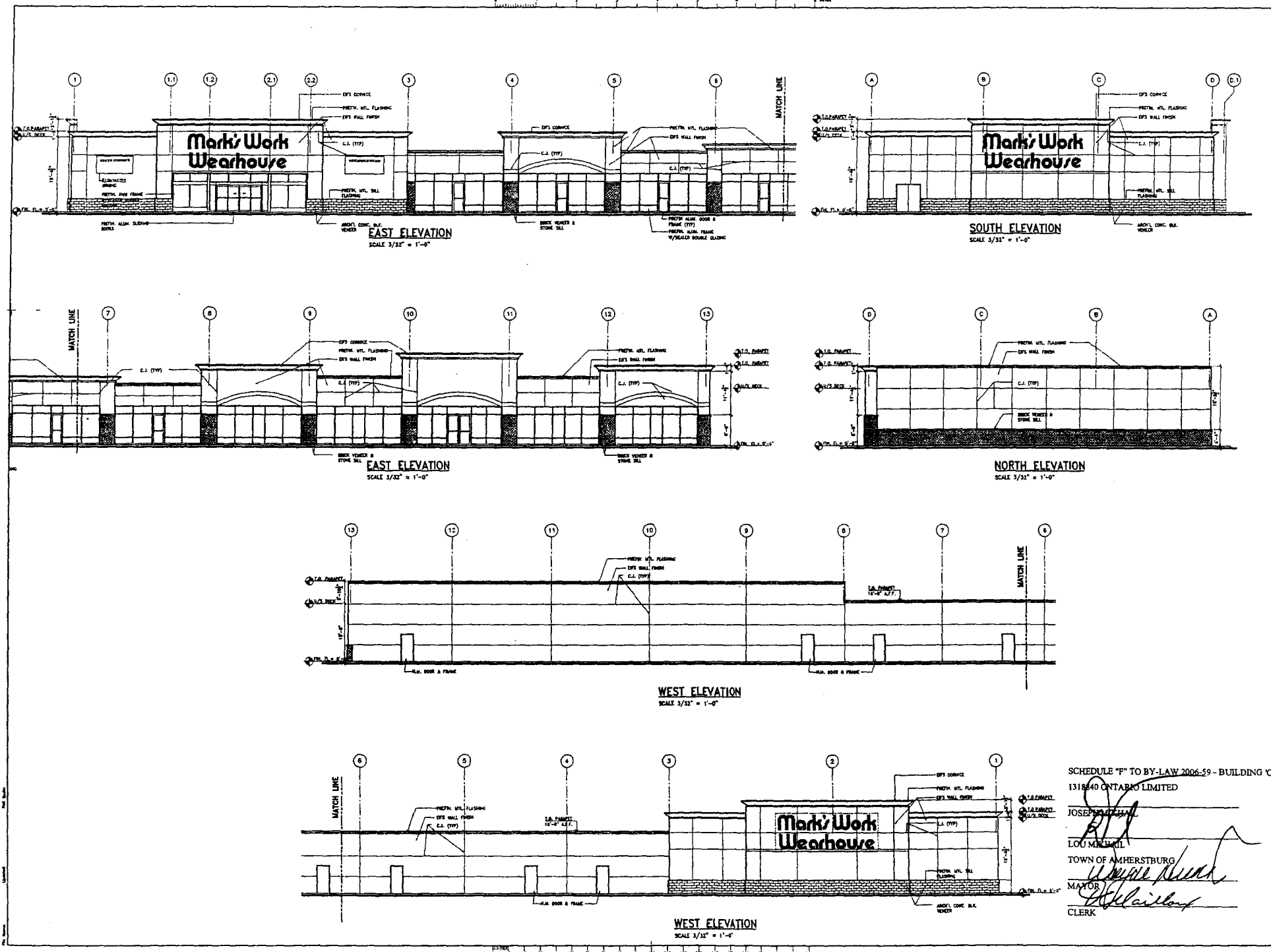
SCHEDULE "E" TO BY-LAW 2006-59
1318840 ONTARIO LIMITED
JOSEPH MIKHAIL
LOU MIKHAIL

TOWN OF AMHERSTBURG
Joseph Mikhail
CLERK



SCHEDULE "F" TO BY-LAW 2006-59 - BUILDING 'A'
 131000 ONTARIO LIMITED
 JOSEPH MIKHAIL
 LOU MIKHAIL
 TOWN OF AMHERSTBURG
 MAYOR
 Clerk
 CLERK





VIJAY VASANTGADKAR
ARCHITECT

3100 Terrace Drive, Unit #2
Woodbridge, Ontario N4W 3J9
Tel. (518) 958-1855

This drawing shall not be used for construction unless approved by the appropriate authority.

DATE	REVISIONS
JULY 28, 06	ISSUED FOR PERMIT
JULY 21, 06	CLIENT REVIEW

A DETAIL NUMBER
 B LOCATION SHEET
 C DETAIL SHEET

Project:
**COMMERCIAL PLAZA
SANDWICH ST. S.
& PICKERING**

AMHERSTBURG, ONTARIO
Drawing Title:
**ELEVATIONS
BUILDING 'C'**

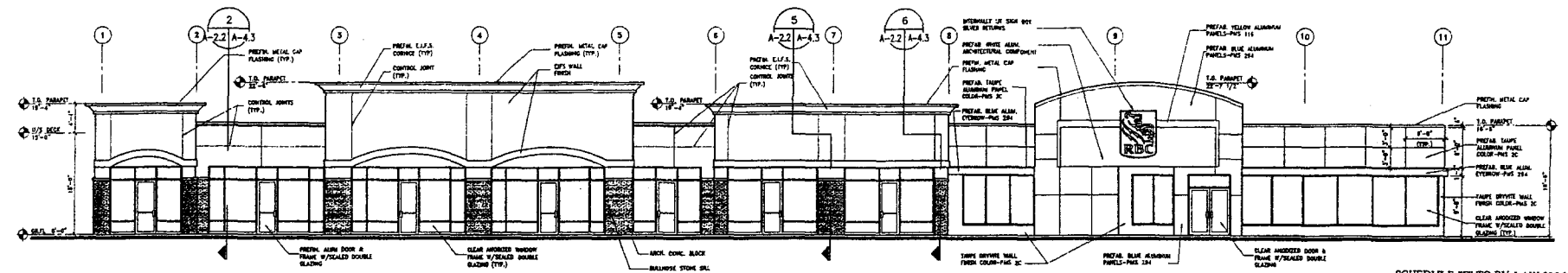
SCHEDULE 'F' TO BY-LAW 2006-59 - BUILDING 'C'
1318440 ONTARIO LIMITED
 JOSEPH M. HAMIL
 LOU M. HAMIL
 TOWN OF AMHERSTBURG
 MAYOR
 CLERK

Date: JUNE 2006
Scale: AS SHOWN
Drawn By: LT
Checked By: L.S.
Project No: 06-2561
Drawing No:
A-3.2

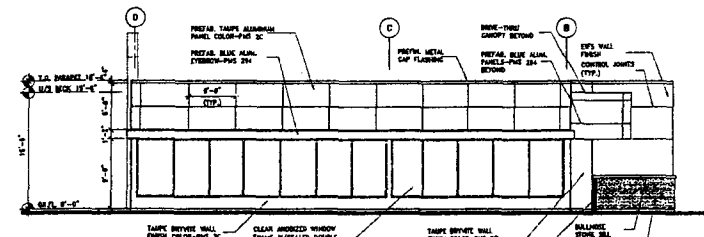
VIJAY VASANTGADKAR

ARCHITECT

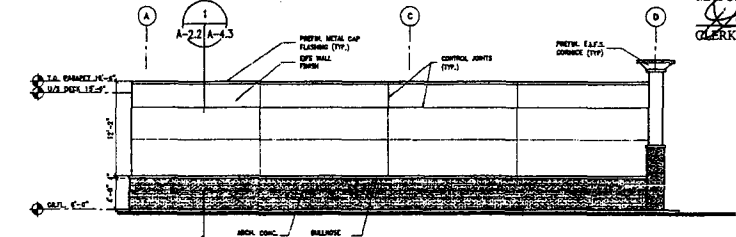
3100 Temple Drive, Unit #2
Windsor, Ontario N9W 5J5
Tel: (519) 938-1855



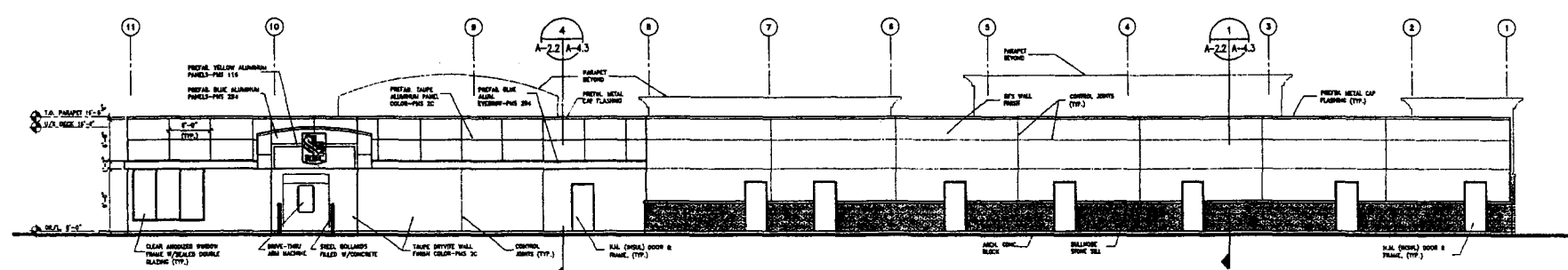
SOUTH ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"



WEST ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION
SCALE 1/8" = 1'-0"

SCHEDULE "F" TO BY-LAW 2006-59 - BUILDING 'D'

138840 ONTARIO LIMITED
JOSEPH MARCA
LUMIKHAIL
TOWN OF AMHERSTBURG
MAYOR
CLERK

DATE	REVISION
10/27/06	REVISION
10/21/06	CLIENT REVIEW
DATE	ISSUED FOR

A	A DETAIL NUMBER
B	B LOCATION SHEET
C	C DETAIL SHEET

Project:
COMMERCIAL PLAZA
SANDWICH ST. S.
& PICKERING

AMHERSTBURG, ONTARIO

Drawing Title:
ELEVATIONS
BUILDING 'D'

Date: JUNE 2006

Scale: AS SHOWN

Drawn By: LY/SP

Checked By: L.E.S.

Project No. 08-2561

Drawing No. A-2.2