

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2007-56

A by-law authorizing the signing of a Development Agreement.

WHEREAS Canadian Tire Corporation Limited has proposed the redevelopment of the Canadian Tire Store property being Concession 1, Part Lot 3, municipally known as 380 Sandwich Street South;

AND WHEREAS By-law 2351 provided for the execution of a Development Agreement for an automotive service centre, retail outlet and garden centre on the subject property;


AND WHEREAS the Owner is proposing an addition, upgrading and renovation to the existing Canadian Tire Store facility on the subject property;

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of an amending 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 By-law 2351 is hereby amended with the attached agreement insofar as it relates to the location of buildings and structures, parking, landscaping and other amenities affected by the addition, upgrading and renovation of the Canadian Tire Store on the said lands and the Mayor and Clerk 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. That all other provisions and regulations of By-law 2351 will apply.
3. 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 27th day of August, 2007.



Mayor



Clerk

Certified to be a true copy of By-law
No. 2007-56 passed by the Amherstburg
Municipal Council on August 27, 2007.

Properties

PIN 70566 - 0038 LT
 Description PCL 3-4 SEC AMHERSTBURG-1; PT FARM LT 3 CON 1 PT 1 12R608; AMHERSTBURG
 Address 380 SANDWICH ST.S.
 AMHERSTBURG

PIN 70566 - 0039 LT
 Description PCL 3-11 SEC AMHERSTBURG-1; PT FARM LT 3 CON 1 PT 1 12R679;
 AMHERSTBURG
 Address 380 SANDWICH ST.S.
 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 CANADIAN TIRE CORPORATION LIMITED
 Address for Service c/o Zelinka Priamo Ltd.
 318 Wellington Rd.
 London, On
 N6C 4P4
 Attn: Heather Garrett

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

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

Party To(s)

Capacity

Share

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

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

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

This document relates to registration no.(s)LT193008

Signed By

Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Signed 2009 06 04
 Windsor Applicant(s)
 N9A 6V2

Tel 519-258-0615
 Fax 5192586833

I have the authority to sign and register the document on behalf of the Applicant(s).

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

yyyy mm dd Page 2 of 15

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE

500-251 Goyeau Street
Windsor
N9A 6V2

2009 06 04

Tel 519-258-0615

Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number : 23432

Party To Client File Number : 23432

AMENDING DEVELOPMENT AGREEMENT

Registered _____, 2007.

THIS AGREEMENT made in triplicate this 27th day of August, 2007.

BETWEEN: CANADIAN TIRE CORPORATION 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 Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Corporation passed By-law 2351 on May 16, 1995 for the execution of a Development Agreement for an automotive service centre, retail outlet and garden centre on the subject property;

AND WHEREAS the Owner proposes an addition, upgrading and renovation to the existing Canadian Tire Store on the said lands 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 an Amending 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" – Site Servicing and Grading Plans
SCHEDULE "D" – Electrical Site Plan
SCHEDULE "E" – Landscape Plan
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 of garbage and other waste materials.
4. Schedule "C" hereto shows:
 - (a) Site Servicing and Grading
5. Schedule "D" hereto shows:
 - (a) Electrical Site Plan
6. Schedule "E" hereto shows:
 - (a) Landscape Plan and Details
7. Schedule "F" hereto shows:
 - (a) Elevations
8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Line Corporation, Union Gas and Bell Canada regarding any matters that relate to services provided by Essex Power Lines Corporation, Union Gas and Bell Canada.
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 building 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 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 like 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 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.

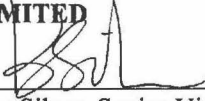
22. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
 - (1) The progress of development;
 - (2) The 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 Courts for a restraining order.
27. In the event that an Owner shall 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 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 proportionate obligation of the recommended changes. The proportionate share will be determined by the traffic study.
32. 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.
33. 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.

34. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of the Registry Act and the Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: **CANADIAN TIRE CORPORATION
LIMITED**

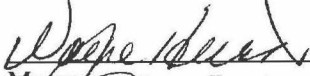


Ken Silver, Senior Vice President
Real Estate and Construction



Huw Thomas, Chief Financial Officer

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor Wayne Hurst



Clerk Pamela L. Malott

Authorized and approved by
By-law 2007-56 enacted the
27th day of August, 2007.

SCHEDULE "A"

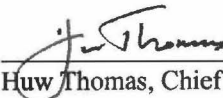
The following is a description of the land to which this instrument applies:

Concession 1, Part Lot 3
Reference Plan 12R-608, Part 1
Reference Plan 12R-679, Part 1
in the Town of Amherstburg
County of Essex
and Province of Ontario

**OWNER: CANADIAN TIRE CORPORATION
LIMITED**

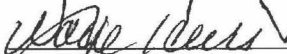


Ken Silver, Senior Vice President
Real Estate and Construction



Huw Thomas, Chief Financial Officer

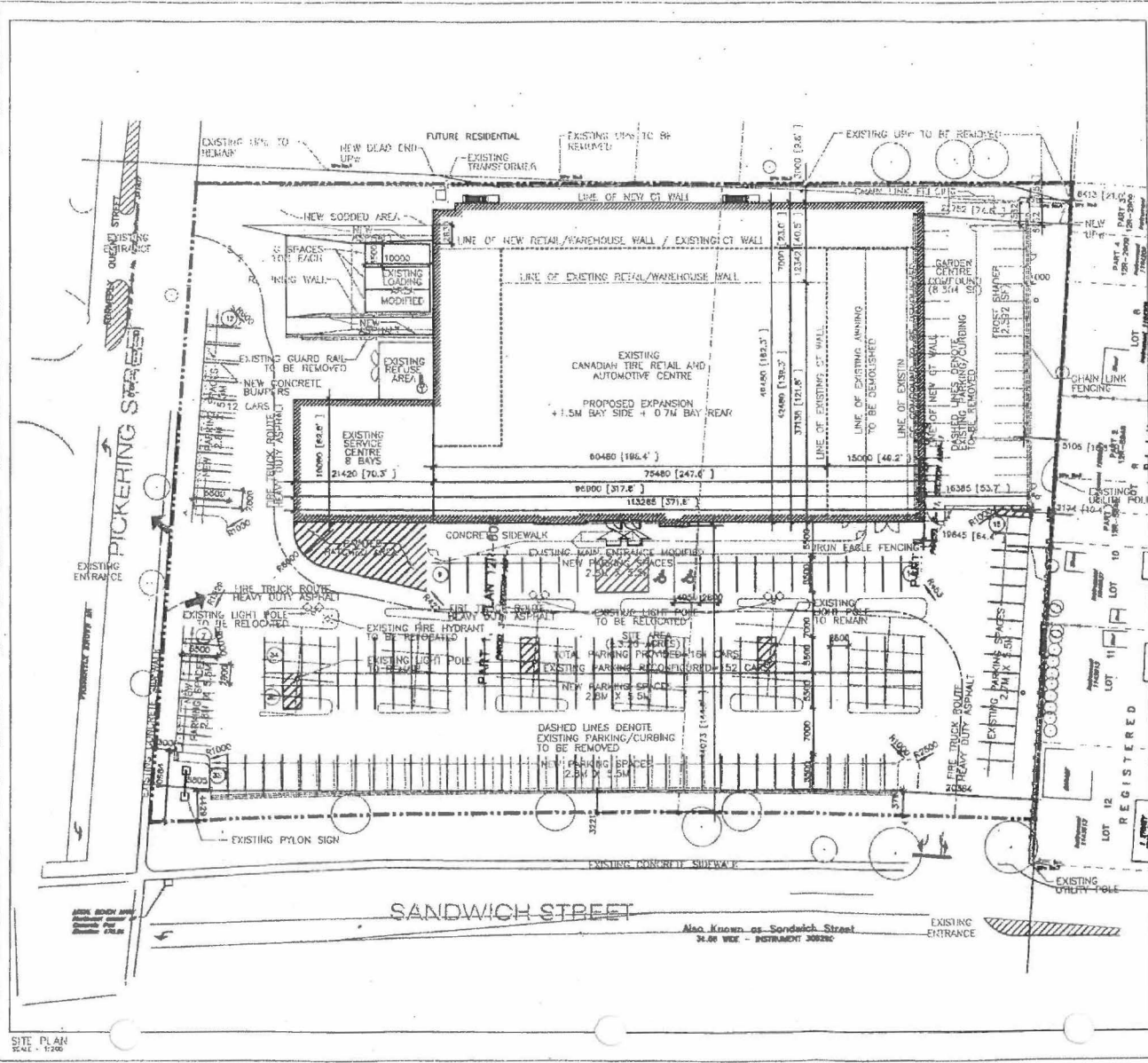
**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor Wayne Hurst



Clerk Pamela L. Malott



SITE PLAN
SCALE: 1/200

SCHEDULE "B" TO BY-LAW 2007-56
CANADIAN FIRE CORPORATION LIMITED

[Signature]
KEN SILVER, SENIOR VICE PRESIDENT
REAL ESTATE AND CONSTRUCTION

[Signature]
HOW THOMAS, CHIEF FINANCIAL OFFICER

[Signature]
TOWN OF AMHERSTBURG

[Signature]
MAYOR

[Signature]
CLERK

CANADIAN FIRE STATISTICS

EXISTING PROG. TO CANADIAN TIRE	EXISTING PROG. TO CANADIAN TIRE		PROP. EXP. + 1.5 BAY SIDE + 0.7M BAY REAR	
	SQ. FT.	SPACES	SQ. FT.	SPACES
RETAIL TOTAL	18,433	6,800	30,823	3,800
WAREHOUSE - EXISTING FLOOR	6,500	500	6,500	500
WAREHOUSE - PROPOSED	6,500	400	1,000	100
WAREHOUSE - OTHER FLOOR	68	7	68	7
WAREHOUSE TOTAL	13,068	907	14,568	1,007
OFFICE - GROUPED FLOOR	8,100	400	8,100	400
OFFICE - MEZANINE	180	14	180	14
SERVICE TOTAL	8,280	414	8,280	414
OFFICE - GROUPED FLOOR	877	37	877	37
OFFICE - MEZANINE	2,800	270	2,800	270
OFFICE TOTAL	3,677	307	3,677	307
WEIGHT FLOOR COVERAGE	33,200	2,844	44,958	4,173
BLDG. STRUCTURE (EX. WAREHOUSE)	20,400	2,800	26,900	4,400
CARPORT - COMPACT	2,600	240	2,600	240
CARPORT - ASSOCIATED	2,700	300	2,700	300
CARPORT - FREE STAND	0	0	0	0
CARPORT TOTAL	5,300	540	5,300	540
TOT. AREA	13.38 ACRES	41.00 HA	15.50 ACRES	51.00 HA
LANDSCAPE COVERAGE	183 CARP	183 CARP	183 CARP	183 CARP

PARKING REQUIREMENTS - AFTER EXPANSION

RETAIL - GROUND FLOOR 1/25 M ²	2,804 SQ	133 CARS
WAREHOUSE - GROUND FLOOR 1/200 M ²	834 SQ	5 CARS
OFFICE TOTAL 1/40 M ²	377 SQ	1 CARS
SERVICE TOTAL 8 PER BAY	6 BAYS	48 CARS
TOTAL PARKING REQUIRED		177 CARS
TOTAL PARKING PROVIDED		164 CARS

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO THE APPROVAL OF THE TOWN OF AMHERSTBURG. THE TOWN ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

TURNER FLEISCHER ARCHITECTS INC.
87 Lorne St.
Toronto, Ontario M5R 2Z7
Tel: 416-435-2322
Fax: 416-435-9377

AMHERSTBURG 281

AMHERSTBURG 281

AMHERSTBURG 281

AMHERSTBURG 281

GENERAL

1. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT.

2. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

3. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

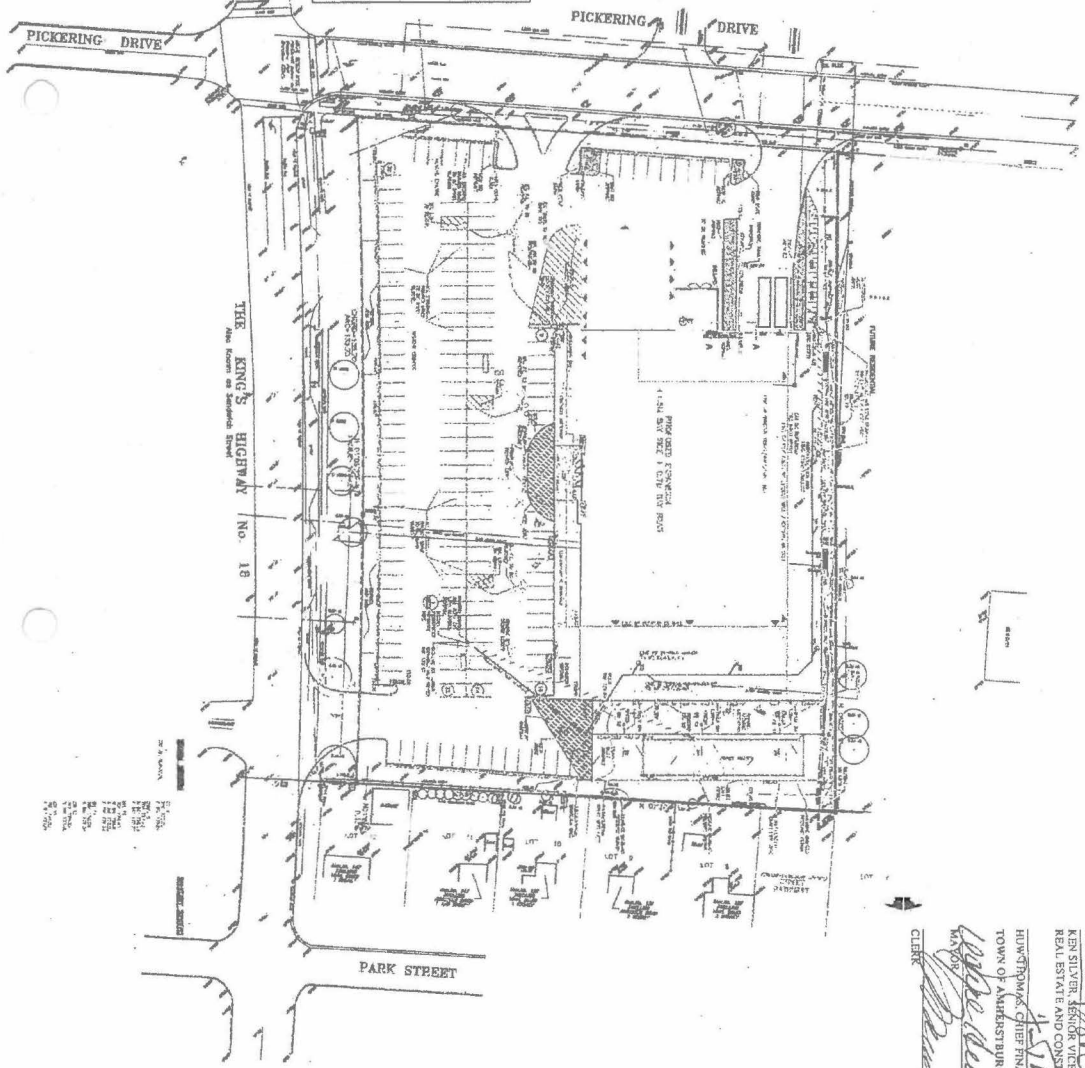
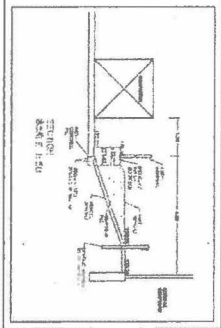
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.



SCHEDULE 'C' TO BY-LAW 2007-56
 CANADIAN WIRE CORPORATION LIMITED
 KEN SILVER, SENIOR VICE PRESIDENT
 REAL ESTATE AND CONSTRUCTION
 HUI THOMAS, CHIEF FINANCIAL OFFICER
 TOWN OF AMHERSTBURG
 WALTER J. [Signature]
 CLERK

AMHERSTBURG

CONSTRUCTION THE KING GROUP LIMITED

PROPOSED DEVELOPMENT: THE STORE

SEARCHING AND ASSETS

GRADING PLAN

LEGEND

1. EXISTING LOT LINES

2. PROPOSED LOT LINES

3. PROPOSED DRIVEWAYS

4. PROPOSED DRIVEWAY PAVEMENT

5. PROPOSED DRIVEWAY CURBS

6. PROPOSED DRIVEWAY SLOPE

7. PROPOSED DRIVEWAY DRAINAGE

8. PROPOSED DRIVEWAY LIGHTING

9. PROPOSED DRIVEWAY SIGNAGE

10. PROPOSED DRIVEWAY FURNITURE

11. PROPOSED DRIVEWAY UTILITIES

12. PROPOSED DRIVEWAY LANDSCAPE

13. PROPOSED DRIVEWAY TREES

14. PROPOSED DRIVEWAY SHRUBS

15. PROPOSED DRIVEWAY GRASS

16. PROPOSED DRIVEWAY PAVEMENT

17. PROPOSED DRIVEWAY CURBS

18. PROPOSED DRIVEWAY SLOPE

19. PROPOSED DRIVEWAY DRAINAGE

20. PROPOSED DRIVEWAY LIGHTING

21. PROPOSED DRIVEWAY SIGNAGE

22. PROPOSED DRIVEWAY FURNITURE

23. PROPOSED DRIVEWAY UTILITIES

24. PROPOSED DRIVEWAY LANDSCAPE

25. PROPOSED DRIVEWAY TREES

26. PROPOSED DRIVEWAY SHRUBS

27. PROPOSED DRIVEWAY GRASS

28. PROPOSED DRIVEWAY PAVEMENT

29. PROPOSED DRIVEWAY CURBS

30. PROPOSED DRIVEWAY SLOPE

31. PROPOSED DRIVEWAY DRAINAGE

32. PROPOSED DRIVEWAY LIGHTING

33. PROPOSED DRIVEWAY SIGNAGE

34. PROPOSED DRIVEWAY FURNITURE

35. PROPOSED DRIVEWAY UTILITIES

36. PROPOSED DRIVEWAY LANDSCAPE

37. PROPOSED DRIVEWAY TREES

38. PROPOSED DRIVEWAY SHRUBS

39. PROPOSED DRIVEWAY GRASS

40. PROPOSED DRIVEWAY PAVEMENT

41. PROPOSED DRIVEWAY CURBS

42. PROPOSED DRIVEWAY SLOPE

43. PROPOSED DRIVEWAY DRAINAGE

44. PROPOSED DRIVEWAY LIGHTING

45. PROPOSED DRIVEWAY SIGNAGE

46. PROPOSED DRIVEWAY FURNITURE

47. PROPOSED DRIVEWAY UTILITIES

48. PROPOSED DRIVEWAY LANDSCAPE

49. PROPOSED DRIVEWAY TREES

50. PROPOSED DRIVEWAY SHRUBS

51. PROPOSED DRIVEWAY GRASS

52. PROPOSED DRIVEWAY PAVEMENT

53. PROPOSED DRIVEWAY CURBS

54. PROPOSED DRIVEWAY SLOPE

55. PROPOSED DRIVEWAY DRAINAGE

56. PROPOSED DRIVEWAY LIGHTING

57. PROPOSED DRIVEWAY SIGNAGE

58. PROPOSED DRIVEWAY FURNITURE

59. PROPOSED DRIVEWAY UTILITIES

60. PROPOSED DRIVEWAY LANDSCAPE

61. PROPOSED DRIVEWAY TREES

62. PROPOSED DRIVEWAY SHRUBS

63. PROPOSED DRIVEWAY GRASS

64. PROPOSED DRIVEWAY PAVEMENT

65. PROPOSED DRIVEWAY CURBS

66. PROPOSED DRIVEWAY SLOPE

67. PROPOSED DRIVEWAY DRAINAGE

68. PROPOSED DRIVEWAY LIGHTING

69. PROPOSED DRIVEWAY SIGNAGE

70. PROPOSED DRIVEWAY FURNITURE

71. PROPOSED DRIVEWAY UTILITIES

72. PROPOSED DRIVEWAY LANDSCAPE

73. PROPOSED DRIVEWAY TREES

74. PROPOSED DRIVEWAY SHRUBS

75. PROPOSED DRIVEWAY GRASS

76. PROPOSED DRIVEWAY PAVEMENT

77. PROPOSED DRIVEWAY CURBS

78. PROPOSED DRIVEWAY SLOPE

79. PROPOSED DRIVEWAY DRAINAGE

80. PROPOSED DRIVEWAY LIGHTING

81. PROPOSED DRIVEWAY SIGNAGE

82. PROPOSED DRIVEWAY FURNITURE

83. PROPOSED DRIVEWAY UTILITIES

84. PROPOSED DRIVEWAY LANDSCAPE

85. PROPOSED DRIVEWAY TREES

86. PROPOSED DRIVEWAY SHRUBS

87. PROPOSED DRIVEWAY GRASS

88. PROPOSED DRIVEWAY PAVEMENT

89. PROPOSED DRIVEWAY CURBS

90. PROPOSED DRIVEWAY SLOPE

91. PROPOSED DRIVEWAY DRAINAGE

92. PROPOSED DRIVEWAY LIGHTING

93. PROPOSED DRIVEWAY SIGNAGE

94. PROPOSED DRIVEWAY FURNITURE

95. PROPOSED DRIVEWAY UTILITIES

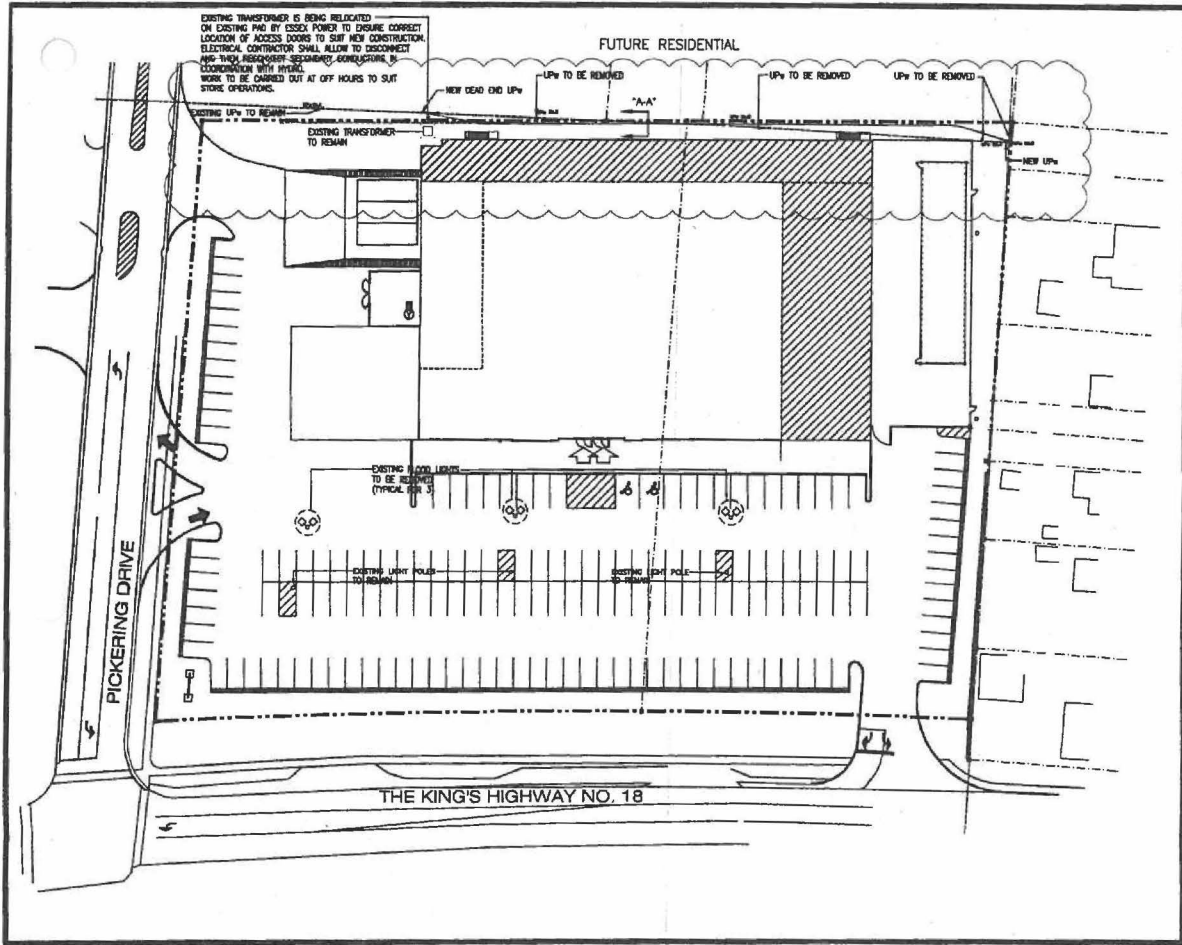
96. PROPOSED DRIVEWAY LANDSCAPE

97. PROPOSED DRIVEWAY TREES

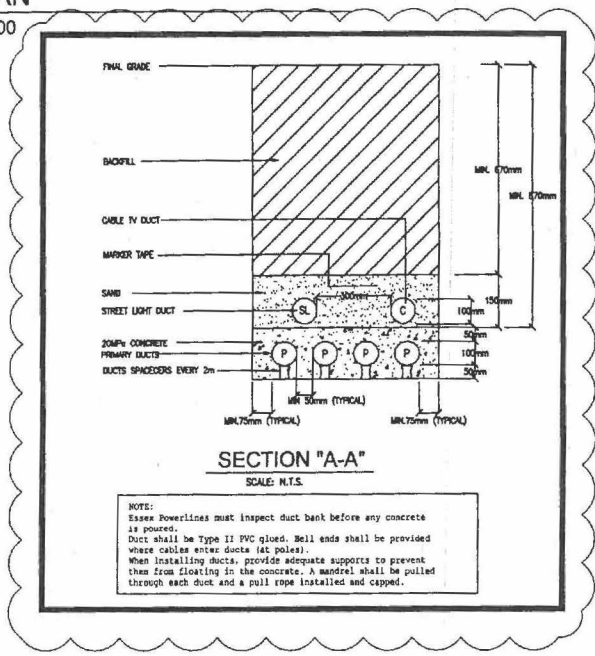
98. PROPOSED DRIVEWAY SHRUBS

99. PROPOSED DRIVEWAY GRASS

100. PROPOSED DRIVEWAY PAVEMENT



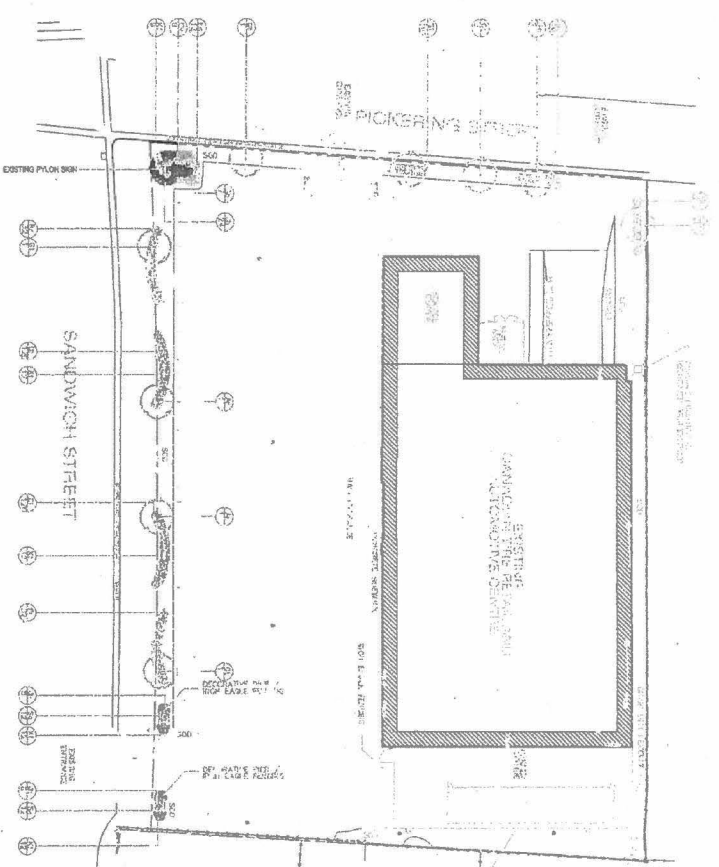
1 SITE PLAN
E01 SCALE:1=500



CLERK
 TOWN OF CAMBERBURGH
 HOWARD GIBBS, PRINCIPAL OFFICER
 REAL ESTATE AND CONSTRUCTION
 KEN SILVERSTEIN, VICE PRESIDENT
 CANADIAN TRIBES POPULATION LIMITED
 SCHEDULE "D" TO BY-LAW 2007-56

COM
 EMD
 RES

SCHEDULE "E" TO BY-LAW 2007-56
 CANNON TRAIL CORPORATION LIMITED
 KIM SIEBER, SENIOR VICE PRESIDENT
 REVAL ESTATE AND CONSTRUCTION
 HOW STONAS, CHIEF FINANCIAL OFFICER
 TOWN OF AMHERSTBURG
 Mayor: *[Signature]*
 Clerk: *[Signature]*



LANDSCAPE PLAN SCALE: 1=300

RESOLVED, that the following be adopted as the final landscape plan for the Cannonsville area, to be known as the Cannonsville Pedestrian and Bicycleway and Constructive Open Space, and that the same be recorded in the office of the Town Clerk of Amherstburg, Ontario.

1. The Town of Amherstburg is pleased to announce the completion of the final landscape plan for the Cannonsville area. This plan was developed through a collaborative process involving the Town of Amherstburg, the Cannonsville Pedestrian and Bicycleway Association, and the local community. The plan outlines the layout, planting, and maintenance of the new pedestrian and bicycleway, as well as the surrounding open spaces.

2. The final landscape plan is subject to the following conditions:

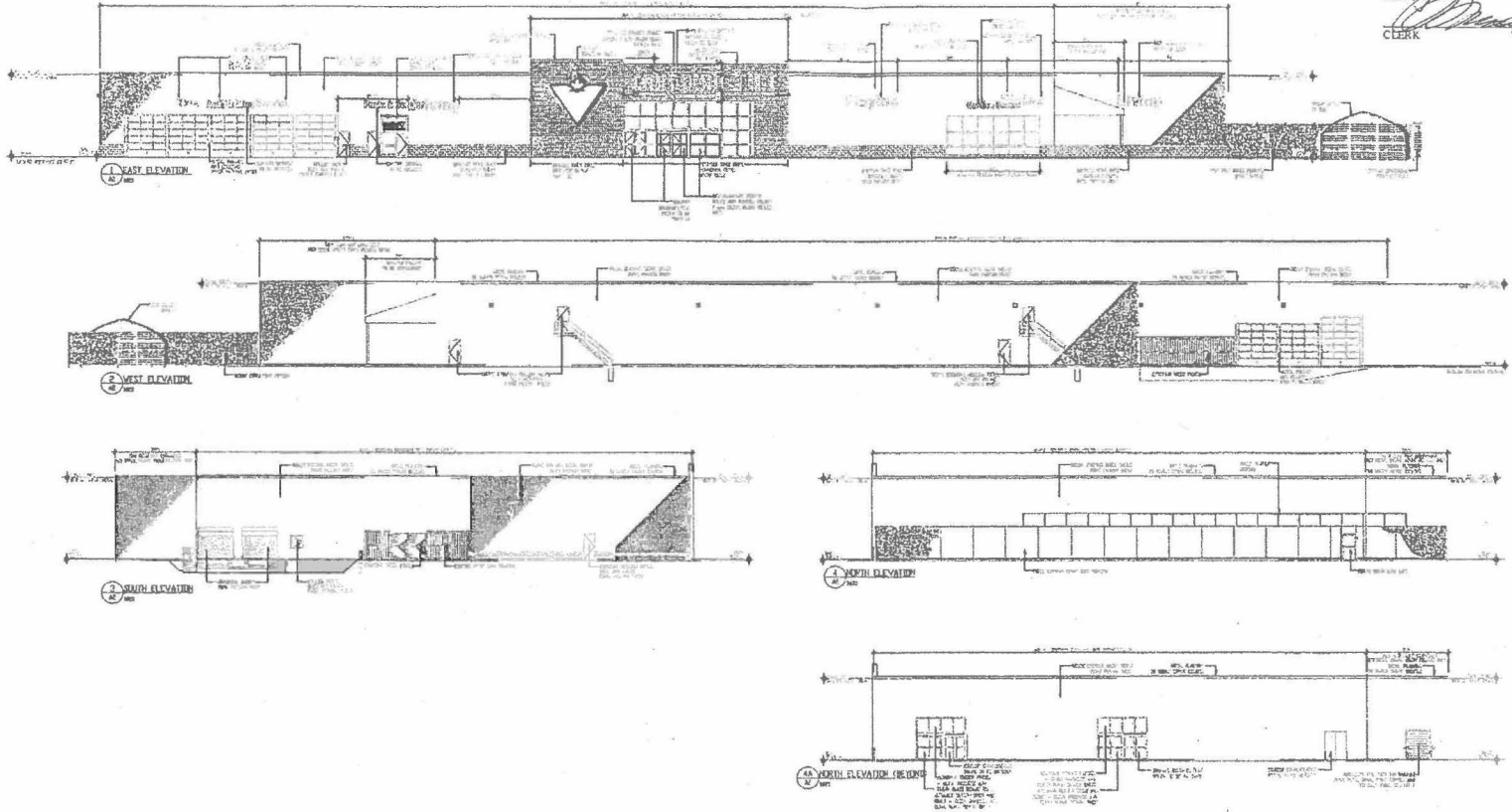
- The plan shall be implemented in accordance with the standards and specifications set forth in the Amherstburg Landscape Design Guidelines.
- The plan shall be subject to the approval of the Town Council and the Amherstburg Planning Committee.
- The plan shall be subject to the approval of the Amherstburg Police Services and the Amherstburg Fire Department.
- The plan shall be subject to the approval of the Amherstburg Water and Sewerage Department.
- The plan shall be subject to the approval of the Amherstburg Parks and Recreation Department.
- The plan shall be subject to the approval of the Amherstburg Public Works Department.
- The plan shall be subject to the approval of the Amherstburg Engineering Department.
- The plan shall be subject to the approval of the Amherstburg Planning Department.

LEGEND
 1. Proposed Plantation
 2. Existing Plantation
 3. Utility Markers
 4. Street Plant (SP)
 5. Plant Container (PC)
 6. Plant Container (PC)
 7. Plant Container (PC)
 8. Plant Container (PC)

NO.	DESCRIPTION	PLANT SPECIES
1
2
3
4
5
6
7
8

TOWN OF AMHERSTBURG
 100 MAIN STREET, AMHERSTBURG, ONTARIO L9W 2R6
 TEL: 519-464-3100
 WWW.AMHERSTBURG.ONT.CA

SCHEDULE "F" TO BY-LAW 2007 56
 CANADIAN TIRE CORPORATION LIMITED
 Ken Silver, Senior Vice President
 Real Estate and Construction
 Huw Thomas, Chief Financial Officer
 TOWNSHIP OF AMHERSTBURG
 Wayne Beesley, Mayor
 Clerk



TURNER FLEISCHER ARCHITECTS INC.
 87 Laurel Road
 Toronto, Ontario M3B 2T7
 Tel: 416-425-2222
 Fax: 416-425-2217

AMHERSTBURG

CANADIAN TIRE REAL ESTATE LIMITED

SANDWICH STREET + PICKERING STREET
 AMHERSTBURG ONTARIO
 ELEVATIONS A2-01