

**CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2017-29**

**By-law to authorize the execution of a
Subdivision Agreement between 1352120 Ontario Limited and
the Corporation of the Town of Amherstburg
Meadow View Estates Subdivision
37-T-16001**

WHEREAS 1352120 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of Lot 23, Concession 2 (formerly Township of Malden) now Town of Amherstburg;

AND WHEREAS the Corporation of the Town of Amherstburg has settled with 1352120 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 1352120 Ontario Limited;

NOW THEREFORE the 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 1352120 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. THAT 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 21st day of August, 2017



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

1352120 ONTARIO LIMITED
SUBDIVISION AGREEMENT
(MEADOW VIEW ESTATES SUBDIVISION)

**MEADOW VIEW SUBDIVISION AGREEMENT
(1352120 Ontario Limited)**

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SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate this 21st day of August, 2017.

BETWEEN: 1352120 ONTARIO LIMITED

(hereinafter called the "**Developer**")

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the "**Town**")

OF THE SECOND PART;

WHEREAS the Developer proposes the subdivision, development, servicing and sale of lands within Part of Lot 23, Concession 2 (formerly Township of Malden), now Town of Amherstburg, County of Essex which lands are more particularly described in Schedule "A" annexed hereto;

AND WHEREAS the County of Essex granted draft plan approval for subdivision of the lands on October 25, 2016 subject to conditions imposed including a provision that the owner agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town concerning the installation of roads, services, drainage, the dedication and naming of streets, the granting of easements and parkland and other matters;

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

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

1. **Recitals**

The foregoing Recitals are true in substance and in fact and are hereby incorporated herein by reference.

2. **Interpretation**

The meanings of various terms used within the Agreement are as indicated in the definitions contained with the attached Schedule "B".

3. **Installation of Services**

The Developer will design, construct and install Services at its own expense in the lands in accordance with such design criteria, detailed plans and work schedules to be filed in the office of the Clerk of the Town, with good materials, in a good, workmanlike and timely manner, in accordance with good and accepted engineering practices, and to the satisfaction of the Town, and in all cases the Town Engineer.

4. **Certificate of Liability Insurance**

The Developer will provide to the Town, on or before the commencement of any construction and installation of any of the Services called for herein, a certificate of liability insurance satisfactory to the Town, naming the Town as an additional insured party. The insurance shall protect the Developer and the Town against any liability that might arise out of the construction or installation of any of the Services herein referred to, and the said Developer shall continue such insurance in full force and effect so long as any Services are to be constructed or installed, and for a period of two (2) years after completion and Final Acceptance of the last of such Services. The limits of liability for public liability and property damage coverage under such insurance shall not be less than \$5,000,000.00. Before commencement of the installation of the Services, the Developer's consulting engineer shall provide satisfactory evidence to the Town that the said consulting engineer maintains a policy of public liability insurance and errors and omissions insurance satisfactory to the Town, which policy is to be maintained in full force and effect until the Services are completed and Final Acceptance occurs of the last of the Services.

5. **Save and Hold Harmless**

The Developer covenants and agrees to save the Town harmless from any and all claims, demands, loss, costs, or damages, including legal costs on a substantial indemnity basis in any way arising from or related to the subdivision and the proposed development thereof, arising or accruing to anyone up to two years after the completion and Final Acceptance of the last of the Services in the subdivision.

6. **Drawings and Tenders**

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

7. **Construction of Services by Contractors**

In case of construction of Services by contractors, the Developer shall comply with all of the holdback provisions of the Construction Lien Act. In the construction of all services the Developer shall indemnify and save the Town harmless from any and all claims, actions and demands 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 costs of such inspections and tests shall be paid by the Developer within 15 days of written demand by the Town. If at any time, the construction of any service or material is, in the opinion of the Town Engineer, 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 two years 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 system without the written approval of whichever of the Town or the approval of the Authority which has jurisdiction over such 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 further notice, enter upon the lands of the Developer and proceed to supply all materials and do all necessary work in connection with the installation of the Services, including the repair or reconstruction of faulty work, and replacement of materials not in accordance with the drawings or specifications and the Town shall charge the cost thereof, including all engineering and other fees to the Developer, who shall forthwith pay the same within thirty (30) days of a written demand therefor by the Town. 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.

11. **Developer's Responsibilities Until Final Acceptance**

Until such time as the Town has finally accepted each of the Services, including roadways herein referred to, the Developer shall be responsible therefor. The responsibility of the Developer prior to Final Acceptance by the Town shall include liability for all types of maintenance in connection therewith. If the Developer should in the opinion of the Town or of its agents or employees fail to maintain any Service including roadways, prior to the Final Acceptance by the Town, the Town may without notice in case of emergency, or in any other case on 30 days' notice, if such default is not Cured by the Developer during the 30 day notice, maintain the same, but in so doing, the Town shall for all purposes be deemed to have acted as agent for the Developer, without in any way being deemed to have finally accepted such Service, or to have incurred any liability for future maintenance, and the Town shall be entitled to reimbursement for the cost of any such maintenance, within thirty (30) days of written demand therefor, and the Town shall further be relieved of liability for damages caused unintentionally, in the course of such maintenance. Snow removal, salting or sanding by the Town shall not constitute acceptance of the roads by maintenance thereof.

The Developer shall also be responsible for the cleaning and flushing of sewers throughout the development until such time as the maintenance period for the construction of the Services has expired. The Town shall have the right to inspect the said sewers from time to time and, if deemed necessary, may require the Developer to clean and flush same immediately, and the Developer hereby agrees to perform such cleaning and flushing on demand to the entire satisfaction of the Town.

12. **Building Permits**

The Developer covenants and agrees on behalf of itself and its successors in title to any lot, not to apply for any building permit for the construction of any building on any lots covered by this agreement until:

- (i) **Initial Acceptance of Services**
All of the services relating to all of the lots therein have been installed and initially accepted by the Town with the exception of the final asphalt surface course of the roadway.
- (ii) **Model Homes**
The Developer may apply to the Chief Building Official for two model home permits prior to the completion of all services, to the satisfaction of the Town Engineer. The two model home permits shall be limited to lots 1 and 21 prior to the installation of the base coat of asphalt and services. The Developer is responsible to confirm adequate access can be provided to these proposed lots for model homes.

Model home building permits shall not exceed four dwelling units or ten percent of the total dwelling units in any particular phase and shall adhere to all of the requirements in the Town's development manual.

For additional stages within the subdivision, the application(s) for model home permits by the Developer shall adhere to the Town's Development Manual.

13. **Tree Provisions/Mailbox Requirements**

The Developer shall:

- (i) **Tree Provision**
The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, the value of the trees to be planted (i.e. \$300 x 55 lots). The trees will be installed by the developer on the lots where homes have been constructed and the front and side yards have been seeded and sodded, once per year annually in the fall. The Town will review the number of trees planted annually and refund the tree deposits for those trees planted on a pro rata basis. The trees will be planted in accordance with the Town's Tree By-law on the municipal ROW, and at a minimum of 60 mm in calibre based on the Tree By-law.
- (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 and that mail delivery will be provided via community mailboxes. The location of super mailboxes also to be satisfactory to the Town.

14. **Landscaping Requirements**

- (i) **Front and Side Yards**
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.

15. **Registration Requirements**

The Developer covenants and agrees to cause the local Land Registrar to register, immediately after registration of the proposed plan of subdivision, as annexed to each lot in the proposed plan of subdivision, a condition of restriction running with the lands, that such lot is not to be built upon unless the provisions of paragraph 12 of this agreement, limiting entitlement to building permits has been complied with.

16. **Financial Security**

The Developer will provide to the Town, before the commencement of any construction or installation of any service, an irrevocable letter of credit (self-renewing and without burden of proof), or a certified cheque, satisfactory to the Town, in an amount equal to 50% of the value set by the Town for all Services to guarantee satisfactory installation of all Services. If the provision of Services to the lots requires the construction or installation of any services outside the subdivision, the foregoing provisions as to the security equal to 100% of the value for Services shall extend to and be required in connection with any Service extending outside.

17. **Maintenance Security**

The Developer shall provide to the Town an irrevocable letter of credit, (self-renewing and without burden of proof), or a certified cheque, 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, until

Final Acceptance of services 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.

18. **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.

19. **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.

20. **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.

21. **Stormwater Management**

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

- (i) That the Owner finalize to the satisfaction of the Municipality and ERCA the report titled "Meadow View Estates Subdivision Draft Stormwater Management Report" as prepared by Stantec Consulting Limited dated February 10, 2017 and install all the stormwater management measures identified in the final report as part of the development of the site".
- (ii) To continue to conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures recommended in the approved stormwater management plan during the construction phase; Results of these inspections must be sent to the Municipality on a monthly basis.
- (iii) To maintain an inspection log, which shall be made available for review by the Ministry of the Environment and Climate Change and Essex Region Conservation Authority upon request. These inspection logs must be sent to the Municipality on a monthly basis. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections

shall continue until the assumption of services by the municipality or until site construction conditions warrant cessation of the visits.

- (vi) It is the intent that Blocks 11 and 12 be conveyed to the municipality in future phases of this development for a permanent stormwater management pond. A stormwater management facility is proposed to be constructed in the southeast corner of the development. The facility has been designed to address both stormwater quantity and quality requirements. Runoff from the development is proposed to be directed to the stormwater facility by a proposed storm sewer and overland flow route. The overland flow route is proposed to be located in Block 12 and then extends easterly across a future commercial property to the pond. As part of Phase 1, it is proposed that the overland flow route across the future commercial site will be an open swale.

The overland flow route across the future commercial site must be secured in perpetuity with appropriate conditions and design parameters to ensure that it remains once the commercial site is developed.

- (vii) As part of the design for the development an outlet for storm sewer was required. The Town agreed to incorporate the storm needs of the development into the design for the new storm sewer being installed as part of the Meloche Road reconstruction. The developer is responsible for all costs associated with the oversizing, additional depth and sewer runs required to provide this outlet. The final cost of this work will be determined once the project is completed.

A section of storm sewer that services the development will be installed under the new Meloche Road pathway. This storm sewer will be installed as part of the Meloche Road reconstruction. The developer will be responsible for all costs associated with this installation. The final cost of this work will be determined once the project is completed.

- (viii) The developer shall expeditiously after the registration of the subdivision agreement and prior to seeking the development of Block 10, convey an easement in perpetuity in favour of the Town over an area to be satisfactory to the Town and ERCA for the purpose of storm drainage (overland flow route). The said easement shall prohibit the erection of buildings and other structures within the boundaries of such easement, as well as control the elevations that would interfere with the overland flow of excess water draining from the lands to the north of Block 10.

After the Plan of subdivision is registered, a reference plan shall be prepared depicting the easement lands, and then easement document shall be registered against the subject lands.

The subject easement may be amended or modified through the implementation of the provisions of the Municipal Drainage Act. In addition, further considerations including engineered solutions subject to the requirements of the easement can be considered. Grading of the overland flow route and final elevations will be subject to the approval of the Town of Amherstburg and the Essex Region Conservation Authority.

22. **Stormwater Management Issues: Catchbasin and Road Maintenance**

All catchbasins will have filter fabric placed under the lid to catch sediment. It will be the Developer's responsibility to ensure the filter fabric is changed

periodically as required to allow drainage through the catchbasins. The Developer will also be responsible for ensuring the roads are kept in a clean manner during house construction.

23. **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 10 and 17 and 18 hereof, and shall obtain approval of the works as detailed in paragraph 23 hereof.

24. **Additional Work**

If at any time prior to Final Acceptance of the last of the services by the Town it is of the 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.

25. **Grading of Topsoil**

The Developer covenants and agrees that topsoil excavated for roadways shall be left and leveled within the subdivision, except as provided in paragraph 26 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.

26. **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.

27. **Grass and Weeds Maintenance**

The Developer shall be responsible for the proper maintenance of grass and weeds throughout the subdivision under the direction of the Town until such time as a building permit is issued on a lot or the lot is transferred to a new owner. The Developer is required to place notice on title of this requirement on each lot conveyed by it.

28. **Rear Yard Drainage**

Rear lot drainage shall be installed on each lot, in connection with the construction of a house thereon, and shall be connected to the storm sewer system. The specifications, design and installation of such rear yard drainage shall be acceptable to, and subject to the approval of the Town Engineer. On an application for a building permit on any lot within the lands

to be subdivided, the builder shall produce a plan or sketch satisfactory to the Chief Building Official of the proposed rear yard drainage, which shall be in accordance with the Building Code. The installation of such rear yard drainage shall be subject to the same inspections as foundation drains and the Chief Building Official may issue work orders or stop work orders in relation thereto.

Farm field drainage tiles extending to the subject lands are to be severed and permanently blocked so as to prevent the flow of storm water into the subdivision.

29. **Municipal Numbers**

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

30. **Interim Acceptance of Services**

The Developer shall apply for initial acceptance of each individual Service by filing with the Town a certificate under the hand and seal of its project engineer that the construction and/or installation of such Services has been completed in accordance with the design criteria and the plans and specifications therefor approved and filed by the Town before construction, and by filing as-built drawings of such Service. The Town and its authorized agents, including the Town Engineer, shall carry out such inspections as they deem necessary, and such Service shall then be deemed to have received Interim Acceptance after the Town Engineer certifying that such Service has been completed in accordance with this Agreement, providing that all the covenants of this Agreement have been complied with to the date of such certificate.

31. **Final Acceptance of Services**

The Town shall have granted Final Acceptance of the Services in each phase upon the Town Engineer and the Town being satisfied that all covenants under this Agreement have been fully complied with and all repairs and replacement required during the maintenance period have been carried out within such phase, and then authorizing release of the maintenance securities or bonds. Immediately prior to requesting Final Acceptance of the Services, the Developer shall flush clean and camera inspect the sanitary and storm sewer system including all services. The Developer's consulting engineer shall certify that the Services have been inspected and the camera inspection has been reviewed, and that there are no slumps, cracks, blockages or other deficiencies within the system to the entire satisfaction of the Town. A copy of all sewer videos will be provided to the Town for their review.

32. **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.

33. **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 or the County of Essex. The Town shall convey as necessary an easement to Essex Power over a portion of Block 12.

The Developer shall convey an easement in perpetuity in favour of the Town over a portion of Block 10 for the purpose of storm drainage (overland flow route). The easement shall prohibit the erection of buildings and other structures within the boundaries of such easement that would interfere with the overland flow of excess stormwater draining from the lands to the north of Block 12. Provision 21, provides additional details regarding the subject easement for storm drainage purposes.

34. **Environmental Impact Assessment- Implementation**

The Developer shall implement the recommendations contained within the Environmental Impact Assessment (EIA) completed by Sage Earth Environmental Restoration Services, dated September 15, 2015 to evaluate and mitigate the potential impacts on natural features and their ecological functions of the subject lands to the satisfaction of the Municipality and the ERCA.

35. **Archaeological Assessment**

The Developer shall conduct an archaeological assessment to evaluate the archaeological potential of the subject property and that the assessment be submitted to the Ministry of Tourism and Culture for review and that the Developer obtain approval of the recommendations contained within the report, prior to conducting any grading or servicing work on the site.

36. **Ministry of Natural Resources and Forestry- Letter to Proponent**

The Developer shall complete and implement the recommendations contained in the "Letter to Proponent (AYL-L-026-16), along with any other letters/authorizations/directions from the Ministry of Natural Resources and Forestry, and confirm that any site alteration will be completed in accordance with the Endangered Species Act, 2007.

37. **Future Block 10 Update to Studies**

On the lands identified as Future Development (Block 10) on the draft plan of subdivision, that no residential or accommodation type development shall be permitted until updated studies, i.e., noise, vibration, traffic and dust, have been completed to the satisfaction of the Ministry of the Environment and Climate Change and the County of Essex, ensuring that any development will be compatible with, and will not hinder the continued operations of, the quarry operation located immediately south of the subject lands.

38. **Restriction regarding Quarry to be registered on title deed**

The Developer covenants and agrees that the following clause shall be inserted in all offers to purchase, agreements of sale and purchase or lease and in the title deed or lease of each dwelling as follows:

"Warning: This property is located close to a licensed stone quarry operation. Notwithstanding that these operations must comply with all applicable standards and operating conditions, it is possible that these

operations may generate noticeable noise, dust, vibration, traffic, and/or other impacts.”

39. **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 encumbrances registered prior to registration of such notice.

40. **Development Charges**

The Developer acknowledges that the lands subdivided by this agreement are subject to By-law 2014-101 passed October 3, 2014, which established development charges for development in the Town, and provided that a development charge of \$12,505.00 be paid for each single detached and semi-detached dwelling. 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 including development charges for school purposes relating to any such lot pursuant to 59(4) of the Development Charges Act, 1997.

41. **Town Engineer**

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

42. **Use of General Terms**

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

43. **Enforcement of Agreement**

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

The rights of the Town to enforce this Agreement are cumulative and include all rights and remedies available in law or equity. Additionally, in the event of default of any payment required by the Developer to the Town, including the payment of the costs of the Town in remedying any default by the Developer, the Town may, after non-payment of the total amount owing continues for thirty (30) days from the date of written notice, register the amount owing on the tax rolls, which amount shall form a lien and charge upon the lands of the Developer and may be collected and have the same priority as municipal real property taxes in accordance with the provisions of

the Municipal Act, 2001, or any similar legislation, as amended from time to time.

44. No Waiver of Rights

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

45. Parkland Dedication

In satisfaction of the requirement of the Planning Act with regard to parkland dedication, that the owner convey up to 5% of the land included in the plan to the municipality for park purposes, or cash-in-lieu thereof, the Developer covenants and agrees to pay the Town a cash value of 5% of the lands determined by an appraisal authorized by the Town as determined as of the day before the Draft Plan is approved as outlined in Sections 51.1(3) and (4) of the Planning Act.

46. Schools

In accordance with the requirements of the Greater Essex County District School Board and the Windsor-Essex Catholic 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 neighbourhood school and could be bused to a distant school with available capacity or could be accommodated in temporary space (i.e. portables).

47. Sidewalks

The Owners shall, at their own expense, construct and install a 1.5 m wide (minimum) concrete sidewalk in accordance with the approved Town design standards along internal streets within the proposed plan pursuant to municipal requirements to facilitate pedestrian movement, bus routing and stops, and safety of school children. The timing of the installation of the required sidewalks will be determined by the Town's Engineering and Public Works Department.

48. Streetlights

The Developer shall install streetlights in accordance with the present design standards, all to be approved by the Town of Amherstburg.

49. Street Signs

The Developer shall provide and install street signs, stop signs, etc. at each intersection and where necessary.

50. Cure Period

Throughout this Agreement, where reference is made to the Town undertaking works on behalf of the Developer because of default or some other reason, it is agreed that the Developer will be given thirty (30) days to Cure any such deficiency, default or other problem or commence to Cure default and proceed diligently to remedy same prior to the Town undertaking the required works unless such deficiency, default or other problem is deemed to be an emergency.

51. **Notice**

- (a) Any notice, direction or other instrument required or permitted to be given by any party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first-class mail or transmitted by telecopier or other form of electronic communication during transmission of which no indication of failure or receipt is communicated to the sender:

In the case of notice to the Developer:

c/o Norbert Bolger
1352120 Ontario Limited
and 1352120 Ontario Limited
1000 Alma Street,
Amherstburg, ON N9V 2Y9

In the case of notice to the Town:

271 Sandwich Street South
AMHERSTBURG, ON N9V 2A5

Attention: The Clerk
Fax: (519) 736-5403

Manager of Planning Services
Fax: (519) 736-7111

Manager of Engineering and Operations
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.


52. **Agreement Binding on Parties**

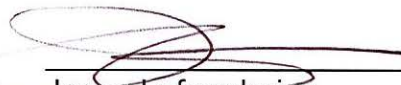
This agreement shall enure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

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.

1352120 ONTARIO LIMITED


Per  _____
Norbert Bolger

Per  _____
Jason Laframboise

We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per  _____
Aldo DiCarlo, Mayor

Per  _____
Paula Parker, Clerk

We have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

Concession 2, Part of Lot 23
being Part 4, Plan 12R-18886,
Geographic Township of Malden,
now in the Town of Amherstburg,
County of Essex,
Province of Ontario

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".

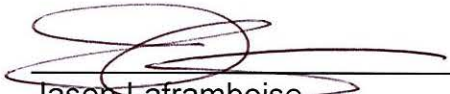
"Substantial Performance" means the date that the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works are ready for use or are being used for the purposes intended.

“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.

1352120 ONTARIO LIMITED

Per 

Norbert Bolger

Per 

Jason Laframboise

We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per 

Aldo DiCarlo, Mayor

Per 

Paula Parker, Clerk

We have authority to bind the Corporation

SCHEDULE "C"

DESIGN CRITERIA

**FOR SERVICES TO BE PROVIDED IN THE
MEADOWVIEW SUBDIVISION-1352120 Ontario Limited**

TOWN OF AMHERSTBURG

GENERAL

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

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 and Climate Change, E.R.C.A. and the Corporation. A copy of the design calculations shall be submitted to the Corporation.

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 unit. The minimum size of service connections shall be 150mm (6") diameter. Each storm sewer shall be provided with a clean out situated at the property line as per clean out detail on the approved engineering drawings. Private storm service connections and clean-outs shall not be constructed under future driveways.

Sewers shall be designed in accordance with the following criteria:

Design Method	Rational method
Design Frequency	1:5 year
Runoff Coefficient	Per design charts
Minimum Pipe Size	300 mm dia.
Manning Coefficient	0.013
Minimum Velocity	0.76 m/s
Private Drain Connection	150 mm dia.
Minimum Cover	0.9 m
Maximum Manhole Spacing	122 m
Pipe Material	Concrete, PVC or HDPE

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 and Climate Change, 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 Climate Change and the Corporation. Each building lot shall be provided with access to an individual sanitary sewer service connection for each unit. The minimum sanitary service connection size shall be (5")125mm 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 Climate Change 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	450 L/cap/day
Peaking Factor	Harmon formula
Population Density	3.5 ppl/lot
Minimum Pipe Size	200 mm dia.
Manning Coefficient	0.013
Minimum Cover	2.5 m
Private Drain Connection	125 mm dia.
Maximum Manhole Spacing	122 m
Pipe Material	PVC

The Developer shall obtain a certificate of approval from the Ministry of the Environment and Climate Change, Design Approval Branch.

WATERMAINS

The Developer shall construct and install sufficient watermains including hydrants and valves to service the entire subdivision with connections to all lots 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
Mainline Services Pipe Material	Copper

Design and installation shall be in accordance with the Town's watermain specification to the satisfaction of the Town of Amherstburg.

The Developer shall obtain an Environmental Compliance Approval from the Ministry of Environment and Climate Change, Design Approvals 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

Width (face to face of curb)	8.5 m
Curb & Gutter	Barrier type of concrete curbs & 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 to the street.

Alignment:

Minimum Turning Radius	9 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

The Developer shall install 1.5 m wide (minimum) sidewalks on one side of the road in accordance with the approved design drawings and the Town's design standards and Development Manual. The timing and installation of the required sidewalks will be determined by the Town's Department of Engineering and Public Works. Construction of the sidewalks will not be required until the majority of the dwellings are constructed with exceptions of short sections of indicator sidewalks at new intersections or as directed by the Department of Engineering and Public Works. Such indicator sidewalks will provide prospective buyers evidence of proposed sidewalks.

The Developer shall further provide a project sign indicating that sidewalks will be constructed along the subject part of the roadway as depicted on the servicing drawings. The Developer agrees to register a covenant on title for property advising property owners of this requirement for each property.

STREETLIGHTS

The Developer shall install streetlights in accordance with the Town's Development Manual, all to be approved by the Town of Amherstburg. All new lights shall be LED fixtures. The Town will provide details on the fixtures to be used.

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 the present standards and the Town's Development Manual satisfactory to the Department of Engineering and Public Works.

HYDRO SERVICE

The Developer shall construct and install a sufficient hydro distribution system to service the entire subdivision with connections to all lots therein and connect the same to the existing hydro distribution system. Individual lot services, where possible, shall be provided on common lot lines so that residential hydro meters face each other. The hydro distribution system within the subdivision shall be grounded to the water distribution system. 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 Essex Power.

TELEPHONE

The Developer shall arrange 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 provisions to accommodate the servicing for future cable T.V 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.

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 Department of Engineering and Public Works.

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 150 mm. (6") 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

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 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.

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 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 unit. 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.

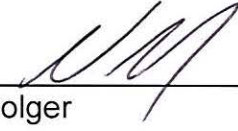
SPECIAL SERVICING REQUIREMENTS

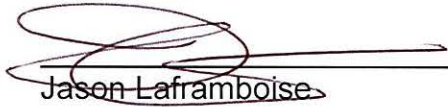
The construction of structures shall conform to the following requirements:

- a) Roof or rain water leaders shall not be connected to the storm sewer. They are to be discharged to ground on splashpads. Weeping tile drains from each respective building must be discharged to a storm sewer. A sump pump connected to the storm sewer must be provided for each building.
- 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 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 final inspection 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.

1352120 ONTARIO LIMITED

Per  _____
Norbert Bolger

Per  _____
Jason Laframboise

We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per  _____
Aldo DiCarlo Mayor

Per  _____
Paula Parker, Clerk

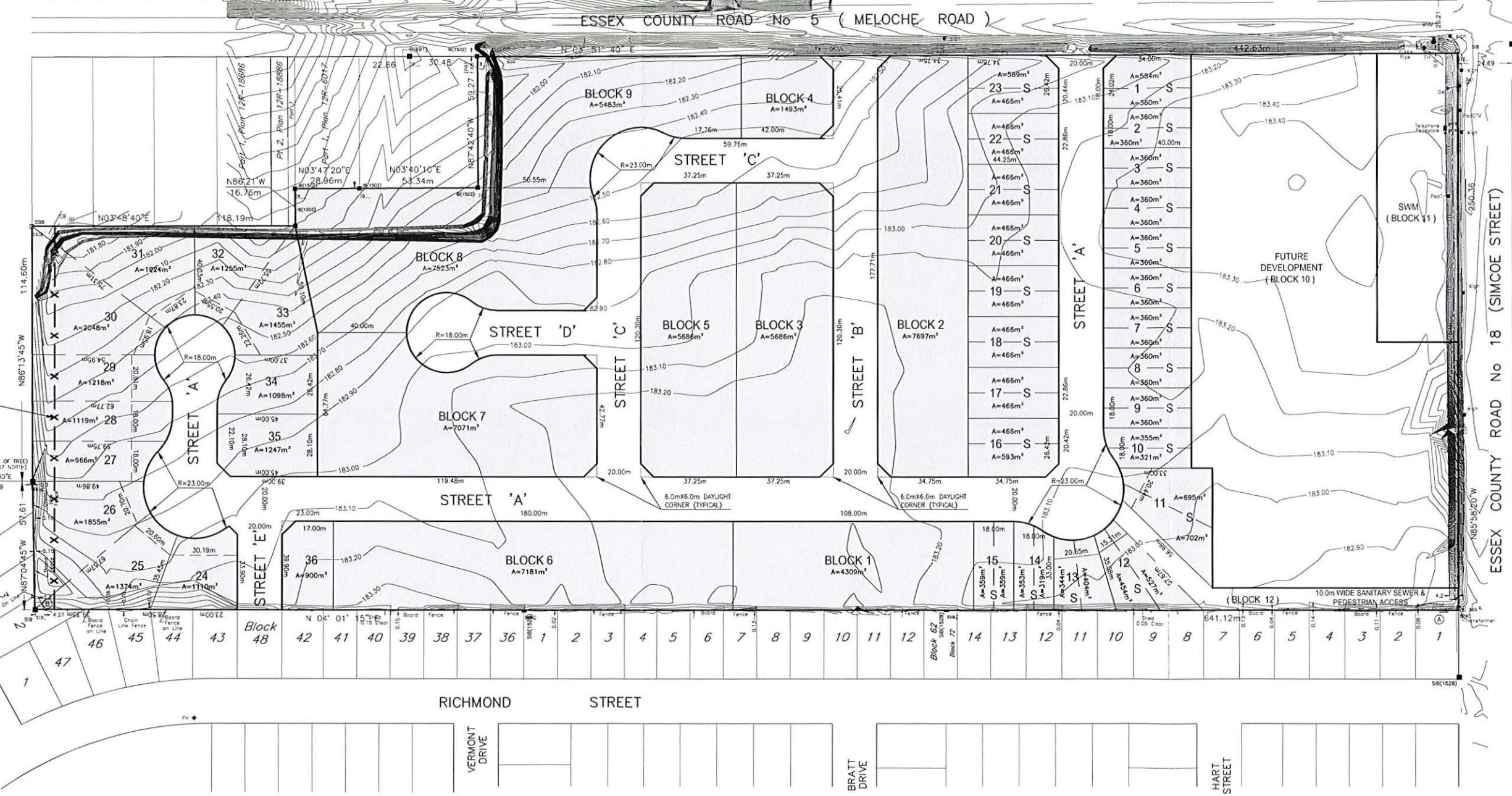
We have authority to bind the Corporation



Single Family Lots		Single Family Lots		Semi-detached Lots		Semi-detached Lots		Semi-detached Lots	
Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area
1	845m ²	8	1599m ²	1	944.21m ²	9	720.00m ²	17	932.00m ²
2	712m ²	9	1593m ²	2	720.00m ²	10	675.47m ²	18	932.00m ²
3	1099m ²	10	1480m ²	3	720.00m ²	11	1397.0m ²	19	932.00m ²
4	1497m ²	11	1469m ²	4	720.00m ²	12	981.00m ²	20	932.00m ²
5	786m ²	12	1098m ²	5	720.00m ²	13	748.00m ²	21	932.00m ²
6	940m ²	13	1247m ²	6	720.00m ²	14	672.00m ²	22	932.00m ²
7	1010m ²	14	895m ²	7	720.00m ²	15	718.00m ²	23	1055.00m ²
				8	720.00m ²	16	1059.00m ²		

SCHEDULE "D" TO BY-LAW 2017-29
1352120 ONTARIO LIMITED

Norbert Bolger
John LaFramboise
TOWN OF AMHERSTBURG
Mayor- Aldo DiCarlo
Clerk- Paula Parker



W:\active\165601289_meloches_street_subdivision\design\report\Planning Justification Report\2016-3-10 01:18pm By: jholmes

LAND USE SCHEDULE			ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT (1990)		CERTIFICATION		DRAFT PLAN OF SUBDIVISION PLAN OF SURVEY OF PART OF LOT 23, CONCESSION 2 GEOGRAPHIC TOWNSHIP OF MALDEN NOW IN THE TOWN OF AMHERSTBURG COUNTY OF ESSEX, ONTARIO
USE	LOTS/BLOCKS	AREA (ha)	(A)	(B&C)	OWNER'S CERTIFICATE	SURVEYOR'S CERTIFICATE	
SINGLE FAMILY RESIDENTIAL	24-36	1.75	(A) SHOWN ON PLAN	(B&C) SHOWN ON KEY PLAN	WE HEREBY CONSENT TO THE FILING OF THIS PLAN IN DRAFT FORM per JASON LAFRAMBOISE FOR GREAT LAKES PROPERTIES DATED: 2014	I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN ON THIS PLAN SIGNED: ANDREW MANTHA, O.L.S. VERHAEGEN, STUBBERFELD, HARTLEY BREWER, BEZARE INC. DATED: 2014	
SEMI-DETACHED FAMILY RESIDENTIAL	1-23	1.96	(D) SINGLE FAMILY RESIDENTIAL, SEMI-DETACHED & STORM WATER MANAGEMENT	(E) CEMETERY & SINGLE FAMILY RESIDENTIAL			
FUTURE RESIDENTIAL DEVELOPMENT (BLOCKS 1-9)	9	5.21	(F&G) SHOWN ON PLAN	(H) MUNICIPAL PIPED WATER TO BE INSTALLED BY THE DEVELOPER			
FUTURE DEVELOPMENT (BLOCK 10)	1	2.38	(I) CLAY	(J) SHOWN ON PLAN			
STORM WATER MANAGEMENT - (BLOCK 11)	1	0.48	(K) STORM AND SANITARY SEWERS, WATERMAIN AND PAVED ROADS TO BE INSTALLED BY THE DEVELOPER	(L) NONE			
SANITARY SEWER & ACCESS (BLOCK 12)	1	0.17					
RIGHT OF WAY		2.69					
TOTAL	36/13	14.64					

DATE: 2014.07.24 SCALE: 1:2,000 OFFICE FILE NO. 165601289 DWG. FILE 165601289-DP-1 DRAWING NO. DP-1



FIGURE 2

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

yyyy mm dd Page 1 of 27

Properties

PIN 70561 - 0188 LT
Description PART LOT 23 CON 2 MALDEN DESIGNATED AS PART 4 PL 12R18886 SAVE & EXCEPT PARTS 1,2 & 3 PL 12R22062; AMHERSTBURG
Address AMHERSTBURG

Consideration

Consideration \$ 1.00

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 Street South
 Amherstburg, ON N9V 2A5

I, REBECCA BELANGER, have the authority to bind the corporation.

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

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

<i>Name</i> 1352120 ONTARIO LIMITED		
<i>Address for Service</i> 1000 Alma Street Amherstburg, ON N9V 2Y9		

I, NORBERT BOLGER, have the authority to bind the corporation

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

Signed By

Thomas Robert Porter	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2017 09 21
Tel 519-258-0615				
Fax 519-258-6833				

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

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2			2017 09 21
Tel 519-258-0615				
Fax 519-258-6833				

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.35
<i>Total Paid</i>	\$63.35