

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-35

Being a by-law to authorize the execution of an
Amending Subdivision Agreement between 1352120 Ontario Limited and
the Council of the Corporation of the Town of Amherstburg
Meadow View Estates Subdivision
37-T-16001

WHEREAS a Subdivision Agreement was entered into between 1352120 Ontario Limited and the Corporation of the Town of Amherstburg on the 21st day of August, 2017 for the subdivision and servicing of lands within Part of Lot 23, Concession 2, (formerly Township of Malden) now Town of Amherstburg;

AND WHEREAS the Developer, 1352120 Ontario Limited, has requested an amendment to the Subdivision Agreement;

AND WHEREAS Section 12(ii) of the subject agreement provided for model home building permits;

AND WHEREAS Section 21 (vii) of the subject agreement provided for the oversizing of the storm sewer as part of the Meloche Road re-construction project;


AND WHEREAS Section 45 of the subject agreement provided for cash-in-lieu of parkland dedication;

AND WHEREAS the Council of the Town of Amherstburg and the Developer of the said property have agreed to the terms and conditions of an Amending Subdivision Agreement in the form annexed hereto;


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 an Amending Subdivision Agreement with 1352120 Ontario Limited, in the form hereto annexed, and the Mayor and Clerk be and they are hereby authorized and directed to sign the original and copies thereof and affix the Corporate Seal thereto.
2. THAT this By-law shall come into force and take effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 25th day of June, 2018.



Mayor - Aldo DiCarlo
Deputy Mayor - Bert DiPasquale



Clerk - Paula Parker

Properties

PIN 70561 - 0192 LT
Description LOT 3, PLAN 12M638
Address 109 MEADOWVIEW AVENUE
AMHERSTBURG

PIN 70561 - 0193 LT
Description LOT 4, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0195 LT
Description LOT 6, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0196 LT
Description LOT 7, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0197 LT
Description LOT 8, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0198 LT
Description LOT 9, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0199 LT
Description LOT 10, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0200 LT
Description LOT 11, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0201 LT
Description LOT 12, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0202 LT
Description LOT 13, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0203 LT
Description LOT 14, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0204 LT
Description LOT 15, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0205 LT
Description LOT 16, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0206 LT
Description LOT 17, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0207 LT
Description LOT 18, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0208 LT
Description LOT 19, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0209 LT
Description LOT 20, PLAN 12M638
Address AMHERSTBURG

PIN 70561 - 0210 LT
Description LOT 21, PLAN 12M638
Address AMHERSTBURG

Properties

<i>PIN</i>	70561 - 0212 LT
<i>Description</i>	LOT 23, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0213 LT
<i>Description</i>	LOT 24, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0214 LT
<i>Description</i>	LOT 25, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0215 LT
<i>Description</i>	LOT 26, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0216 LT
<i>Description</i>	LOT 27, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0217 LT
<i>Description</i>	LOT 28, PLAN 12M638; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, PLAN 12R27310 AS IN CE822528; TOWN OF AMHERSTBURG
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0218 LT
<i>Description</i>	LOT 29, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0219 LT
<i>Description</i>	LOT 30, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0220 LT
<i>Description</i>	LOT 31, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0222 LT
<i>Description</i>	LOT 33, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0223 LT
<i>Description</i>	LOT 34, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0224 LT
<i>Description</i>	LOT 35, PLAN 12M638
<i>Address</i>	243 MEADOWVIEW AVENUE AMHERSTBURG
<i>PIN</i>	70561 - 0225 LT
<i>Description</i>	LOT 36, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0226 LT
<i>Description</i>	BLOCK 37, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0227 LT
<i>Description</i>	BLOCK 38, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0228 LT
<i>Description</i>	BLOCK 39, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0229 LT
<i>Description</i>	BLOCK 40, PLAN 12M638
<i>Address</i>	AMHERSTBURG
<i>PIN</i>	70561 - 0230 LT
<i>Description</i>	BLOCK 41, PLAN 12M638

Properties

Address AMHERSTBURG
 PIN 70561 - 0231 LT
 Description BLOCK 42, PLAN 12M638
 Address AMHERSTBURG
 PIN 70561 - 0232 LT
 Description BLOCK 43, PLAN 12M638
 Address AMHERSTBURG
 PIN 70561 - 0233 LT
 Description BLOCK 44, PLAN 12M638
 Address AMHERSTBURG
 PIN 70561 - 0234 LT
 Description BLOCK 45, PLAN 12M638
 Address AMHERSTBURG
 PIN 70561 - 0235 LT
 Description BLOCK 46, PLAN 12M638
 Address AMHERSTBURG

Consideration

Consideration \$0.00

Applicant(s)

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

Name 1352120 ONTARIO LIMITED
 Address for Service
 I, Jason Laframboise, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
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Name	THE CORPORATION OF THE TOWN OF AMHERSTBURG
Address for Service	271 Sandwich Street South Amherstburg, ON N9V 2A5

This document is being authorized by a municipal corporation Rebecca Belanger, MCIP RPP, Manager of Planning Services.
 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 may be deleted by the Land Registrar when the registered instrument, CE793862 registered on 2017/09/21 to which this notice relates is deleted
 Schedule: See Schedules

Signed By

Thomas Robert Porter	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed 2018 08 15
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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	2018 08 15
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Tel 519-258-0615

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

Submitted By

Fax 519-258-6833

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

TOWN OF AMHERSTBURG

AMENDING SUBDIVISION AGREEMENT

BETWEEN: 1352120 ONTARIO LIMITED

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

AMENDING SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate this 25th day of June, 2018.

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 a Subdivision Agreement was entered into on behalf of 1352120 Ontario Limited, and the Developer represented and warranted to the Town at the time, on the 21st day of August, 2017 for the subdivision and servicing of lands described as Part Lot 23, Concession 2 Malden, designated as Part 4, Plan 12R-18886, save and except Parts 1, 2 and 3, Plan 12R-22062, in the Town of Amherstburg, in the County of Essex and Province of Ontario, which agreement was registered on September 21, 2017 as Instrument No. CE793862 (hereinafter called the "**Subdivision Agreement**");

AND WHEREAS Section 12 provided for the release of a number of model home permits under certain circumstances;

AND WHEREAS Section 21 (vii) stipulated the oversizing of a storm sewer that was completed by the Town to accommodate the subject development that was installed by the Town as part of the Meloche Road re-construction. The final cost has been determined as the work has now been completed;

AND WHEREAS Section 21 (vii) identified that the developer would be responsible for all costs associated with the oversizing of the storm sewer as part of the Meloche Road re-construction project;

AND WHEREAS pursuant to Section 21(vii) of the Subdivision Agreement, the Town has incorporated the storm outlet needs of the development into the design of a new storm sewer installed as part of the Meloche Road reconstruction, and has installed a section of storm sewer that services the development under the new Meloche Road pathway, and the Developer agreed to be responsible for all costs associated with the oversizing, additional depth and sewer runs, and installation of the section of storm sewer that services the development;

AND WHEREAS the Parties hereto have now agreed upon the terms of payment of the Developer's share of the costs as aforesaid;

AND WHEREAS Section 33 required the granting of easements for servicing and drainage matters;

AND WHEREAS Section 45 of the subject agreement provided for cash-in-lieu of parkland dedication;

AND WHEREAS an appraisal has been provided to the Town for review and approval. The Developer has requested that the value of the cash-in-lieu be remitted by the Developer at the time that building permits are obtained;

AND WHEREAS the Developer represents and warrants to the Town at the time of registration of the Subdivision Agreement, they were 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 the Parties hereto agree to amend the subdivision agreement dated August 21, 2017 as follows;

1. Section 12(ii) is hereby amended by deleting and replacing the second paragraph with the following:

"Model home building permits shall not exceed eight dwelling units in the first phase of the subdivision.

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

2. Section 21(vii) is hereby amended by adding the following paragraphs:

"The final cost of this work has been determined upon completion of the project to be \$625,750.57. A prepayment in the amount of \$248,802.64 has been paid by the Developer leaving an outstanding balance of \$376,947.93.

The balance of \$376,947.93 shall be payable in installments of \$4142.28 per single detached dwelling unit and for the one commercial lot and \$2071.14 per semi-detached dwelling unit, due and payable upon the issuance of a building permit for each unit within the development, on the basis of the number of dwelling units each such parcel of land has been serviced to support, provided that the remaining balance owing hereunder, together with accrued interest outstanding thereon shall be due and payable in full no later than December 31, 2020.

The said reimbursement for storm sewer works shall be paid at the issuance of a building permit for each unit. Prior to the issuance of the last building permit, confirmation that all required storm sewer oversizing costs have been collected by the Town is to be verified.

The balance outstanding hereunder from time to time shall bear interest from January 1, 2018, hereof at the rate of 2.35% per annum, accrued interest to be calculated yearly and due and payable on December 31, in each year."

3. Section 45 is hereby deleted and replaced with the following:

"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 Town for park purposes, or cash-in-lieu thereof, the Developer covenants and agrees to pay the Town the sum of \$63,750.00 as 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.


1. The Developer acknowledges that the lands subdivided by the agreement of August 21, 2007 are subject to a parkland dedication fee of \$700.55 be paid for each single detached dwelling and one commercial lot and \$350.28 be paid for each semi-detached dwelling unit. The said parkland dedication fee shall be paid at the issuance of a building permit for each unit. Prior to issuance of the last building permit or no later than December 31, 2020, confirmation that all required

cash-in-lieu fees have been collected by the Town is to be verified. Any remaining balance owing hereunder, together with accrued interest outstanding thereon shall be due and payable in full no later than December 31, 2020. The balance outstanding hereunder from time to time shall bear interest from January 1, 2018, hereof at the rate of 2.35% per annum, accrued interest to be calculated yearly and due and payable on December 31, in each year.”

4. The Subdivision Agreement dated August 21, 2017 is further amended by adding Schedule “E”, Storm Sewer Oversizing Cost Sharing Agreement.
5. In all other respects the said Subdivision Agreement dated August 21, 2017 shall remain in full force and effect. 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 signature of their proper signing officer and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

1352120 ONTARIO LIMITED



Per Jason Laframboise, President


Per Norbert Bolger, Secretary

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF AMHERSTBURG


Per ~~Aldo DiCarlo, Mayor~~
Bart DiPasquale, Deputy 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 "E"


STORM SEWER OVERSIZING COST SHARING AGREEMENT


2. The costs for which the Developer is responsible pursuant to Section 21(vii) of the Subdivision Agreement as aforesaid totals \$625,750.57.
3. The Developer shall pay to the Town the sum of \$248,802.64 on account of such total immediately upon execution of this Agreement by both the Town and the Developer.
4. The balance of \$376,947.93 shall be payable in installments of \$4142.28 per single detached dwelling unit and for the one commercial lot and \$2071.14 per semi-detached dwelling unit, due and payable upon the issuance of a building permit for each unit within the development, on the basis of the number of dwelling units each such parcel of land has been serviced to support, provided that the remaining balance owing hereunder, together with accrued interest outstanding thereon shall be due and payable no later than December 31, 2020.

The said reimbursement for storm sewer works shall be paid at the issuance of a building permit for each unit. Prior to the issuance of the last building permit, confirmation that all required storm sewer oversizing costs have been collected by the Town is to be verified.

5. The balance outstanding hereunder from time to time shall bear interest from January 1, 2018, hereof at the rate of 2.35% per annum, accrued interest to be calculated yearly and due and payable on December 31, in each year.

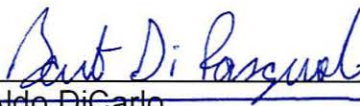
1352120 ONTARIO LIMITED


Per 
Jason Laframboise, President

Per 
Norbert Bolger, Secretary

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per 
~~Aldo DiCarlo, Mayor~~
Bart DiPasquale, Deputy Mayor

Per 
Paula Parker, Clerk

We have authority to bind the Corporation