

**CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2016-66**

**By-law to authorize the execution of a
Consent Agreement between Anitar Inc. and
the Council of the Corporation of the Town of Amherstburg
Extension of Gibb Street to Atlantic Avenue**

WHEREAS Anitar Inc. has proposed the subdivision and servicing of lands owned by them within Part of Lot 23, Concession 2, Town of Amherstburg;

AND WHEREAS the Corporation of the Town of Amherstburg have settled with Anitar Inc., 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 Anitar Inc.;

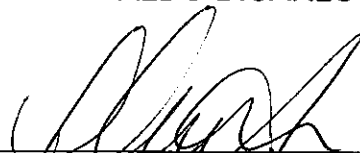
NOW THEREFORE the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. That the Corporation of the Town of Amherstburg enter into a Consent Agreement with Anitar Inc. in the form annexed hereto, and the Mayor and Clerk be and they are hereby authorized to sign the original and copies thereof and affix the Corporate Seal thereto.
2. This 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 18th day of August, 2016.



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

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CONSENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 18th day of August, 2016.

BETWEEN: ANITAR INC.

(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, Town of Amherstburg, County of Essex which lands are more particularly described in Schedule "A" annexed hereto;

AND WHEREAS the Amherstburg Committee of Adjustment granted consent on October 27, 2015 for the subdivision of lands to create four (4) lots for purposes of single unit dwellings, subject to conditions imposed including a provision that the Developer agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town concerning the provision of roads, installation of 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 Developer 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 Committee of Adjustment 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. Installation of Services

The Developer will design, construct and install Services at its own expense on the Lands described in Schedule "A" annexed hereto, all of the services referred to in Schedule "B" 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.

3. 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 formally accepted (final acceptance) by the Town.

4. **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.

5. **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 "B" 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 works are complete and formally accepted by the Town.

6. **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.

7. **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 30 days of written demand by the Town. If at any time, the construction of any service or material is, in the opinion of the Town engineer, acting reasonably, not in accordance with the plans and specifications or not in accordance with good engineering practices or any of the provisions of this agreement, the Town engineer may order the materials to be replaced or the work to be placed in satisfactory condition within such time as he may specify, and in the event of the Developer failing to comply or obtain compliance with such order, the Town engineer may stop work upon such services, or in his sole discretion upon all services. The Developer shall at all times provide all information requested by the Town, its authorized agents and the Town engineer in relation to the various materials and services and shall at any time at his expense expose any municipal service for inspection by the Town engineer. Notwithstanding the generality of the foregoing, the rights of the

Town and its authorized agents including the Town engineer hereunder shall be limited to a period of one year after the initial acceptance of the last of the services within or required to facilitate the servicing of lots where such inspection, testing or other action is proposed.

8. Approval for Commencement of Work

No work shall commence without the approval of the Town and any work requiring the approval or consent of any other governmental authority shall not commence until such approval or consent has also been obtained. No watermain, sanitary sewer, storm sewer or hydro line shall be connected to any existing municipal services without the written approval of whichever of the Town or approval authority has jurisdiction over such municipal system.

9. 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.

10. Developers 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 remedied 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.

11. 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:

Initial Acceptance of Services

All of the services relating to all of the lots therein have been installed and initially accepted by the Town.

(a) Tree Provision/Mailbox Requirements

The Developer shall:

i. Tree Provision

Include in all Agreements of Purchase and Sale a requirement for planting a minimum of one (1) tree in the front yard of each lot having a minimum diameter of 60 mm. The subject tree to be planted no closer than one (1) metre to any lot line. The tree shall be planted within 12 months of the initial occupancy of the house. Such tree shall be maintained in perpetuity. A list of the acceptable trees is available at the Public Works Department at the Town of Amherstburg. The Developer shall impose a covenant as to the planting and maintenance of the tree in the transfer of each lot conveyed by it; and

ii. Super Mailboxes (if applicable)

Contact Canada Post to determine the location of super mailboxes throughout the subdivision and shall notify all purchasers of the exact location thereof. The location of super mailboxes also to be satisfactory to the Town.

(b) Landscaping Requirements

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.

12. 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.

13. 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 100% 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.

14. 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.

15. Iron Bars

The Developer will file with the Town a surveyor's certificate dated within 30 days before the application for initial acceptance by the Town of asphalt surfacing on roadways, to the effect that all Standard Iron Bars shown upon the plan of subdivision have been located or replaced.

16. Staking of Bars Prior to Construction

Before the sale of any lot or the issue of any building permit within the subdivision the Developer shall stake to the satisfaction of the Town engineer, the locations of all Standard Iron Bars, and shall maintain such staking to the satisfaction of the Town, its respective servants and agents and the Town engineer, in relation to each lot until the home foundation is installed and all services to the proposed home have been provided. The Developer will provide to the Town engineer on request, and to any proposed builder, all usual information as to grades and levels for each lot within the subdivision.

17. Developers Responsibilities in Regard to Damages

The Developer undertakes and agrees to pay for any damage caused to any existing road, road allowance, structure or plant and any costs involved in the relocation of or repair or connection to any existing services arising in any way from or in connection with this agreement or the provision of services called for herein including the changing of grades of existing adjacent roads, and also any taxes or other charges levied or to be levied upon the lands to be subdivided, until such time as the lands have been assessed and entered on the collector's roll according to the proposed and presently registered plans.

18. Additional Work

If at any time prior to final acceptance of the last of the services by the Town it is of the 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.

19. Stormwater Management

The development of the subdivision requires special measures to deal with stormwater management. Conditions of the approval requires that the subdivision agreement contains the following provisions wherein the owner agrees;

- (i) That prior to final approval, the Owner shall submit for the review and approval of the Town and the Essex Region Conservation Authority a final stormwater management plan;
- (ii) That the developer installs stormwater management measures identified above, as part of the development of the site, to the satisfaction of the Town and the Essex Region Conservation Authority.

- (iii) That the developer obtains the necessary permit or clearance from the Essex Region Conservation Authority prior to undertaking site alterations and/or construction activities.

20. 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.

21. Design Drawings

For all the works outlined therein and referred to in this section, the Developer shall provide design drawings, specification lists, tender in the same manner as for services in the subdivision, as detailed in paragraphs 3 through 11 and 16 and 17 hereof, and shall obtain approval of the works as detailed in paragraph 29 hereof.

22. 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 23 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.

23. 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 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.

24. Grass and Weed 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.

25. 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 deemed to be a requirement to meet the Surface Drainage and Drainage Disposal requirements of 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 to stop work orders in relation thereto.

26. 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.

27. Initial 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, and a certificate of payment therefor and of compliance with the Construction Lien Act. 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 initially accepted after the Town engineer certifying that such service has been completed in accordance with the agreement, providing that all the covenants of this agreement have been complied with to the date of such certificate. After initial acceptance and after maintenance securities or bonds have been filed, the labour and materials payment bond and the performance bond or security in lieu thereof relating to such service shall be released.

28. 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.

29. Conveyances

Part 7, 12R-26175 shall be conveyed to the Town of Amherstburg for the purpose of the continuation of the right-of-way. The Developer covenants and agrees to dedicate Part 7, 12R- 26175 of this development as a public highway.

30. 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.

31. 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 acknowledgment, consent and postponement agreements, from any and all encumbrancers registered prior to registration of such notice.

32. Development Charge

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 residential development in the Town, and provided that a development charge of \$12,358.00 be paid for each single detached dwelling to be constructed. 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.

33. 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.

The developer has hired a single company to provide both engineering and construction services. As such, the Town will require that third party independent inspection services be provided by the developer. The Town reserves the right to choose the company that will perform these services. The cost for these services will be borne by the developer.

34. 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.

35. 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.

36. 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.

37. Parkland – Cash in Lieu

In satisfaction of the requirement of the Planning Act that the Developer 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 the sum in total to be confirmed, with said fee to be paid prior to the mutual acceptance of the services as detailed in Section 30 of this agreement.

38. Schools

In accordance with the requirements of the Greater Essex County District School Board and the Windsor Essex District Catholic School Board, the Developer is required to place notice on title for purchasers of the lots to be aware that students may not be able to attend the closest school and could be bused to a distant school with available capacity.

39. Easements

The Developer covenants and agrees that such easements may be required for utility or drainage purposes shall be granted to the appropriate authority and registered on title.

40. Street Signs

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

41. 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.

42. 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:

Anitar Inc.
c/o Raj Raval
428 Simcoe St
Amherstburg, ON N9V 1N3

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) 736-9859

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

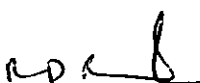
have been given and received on the date of its transmission provided that if such day is not a Business Day or it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business 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.

43. Agreement Binding on Parties

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

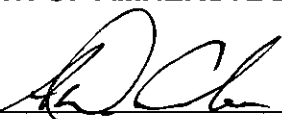
IN WITNESS WHEREOF the Parties have executed this Agreement, as of the date set out above, under the hands and seals of their respective and duly-authorized signing officers.

ANITAR INC.

Per  _____
Raj Raval

I 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

Authorized and approved by By-law
No. 2016-66 enacted the 18th day of
August, 2016.

SCHEDULE A
LEGAL DESCRIPTION

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

Concession 2, Part of Lot 23
being Parts 2, 3, 5, 6, 7, Plan 12R-26175,
in the Town of Amherstburg,
County of Essex,
Province of Ontario

SCHEDULE B
DESIGN CRITERIA

**FOR SERVICES TO BE PROVIDED IN THE
ANITAR SUBDIVISION (4 LOTS)
GIBB ST TO ATLANTIC AVE
TOWN OF AMHERSTBURG**

The required service connections and drainage 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.

1. Storm Drainage

- (a) Storm sewers, together with catchbasins shall be installed along Gibb Street fronting the development in accordance with approved engineering drawings satisfactory to the Town of Amherstburg and the Essex Region Conservation Authority. A copy of the design calculations shall be submitted to the Corporation.
- (b) Private service connections from the storm sewers to the front property line of each building lot shall be provided and the developer shall install one private service connection for each lot. The minimum size of each service connection shall be 6" diameter. Private storm service connections and clean-outs shall not be constructed under future driveways.

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.

2. Watermains

Where required the Developer shall construct and install sufficient watermains including hydrants and valves to service the development 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	1.5m
Maximum Hydrant Spacing	150m
Lot Connection	20 mm
Lot Connection Pipe Material	Copper (Type "K")
Minimum Watermain Pipe Size	200 mm dia. PVC

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

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

3. Sanitary Sewers

Sanitary sewers where required 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 of the Town of Amherstburg. Each building lot shall be provided with access to a sanitary sewer service connection for each lot. The minimum sanitary service connection size shall be 6" 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:

Minimum Pipe Size	200 mm dia.
Pipe Material	PVC
San Connections	6" PVC

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

4. 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 if applicable. 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.

5. Telephone

The Developer shall arrange for Bell Telephone to provide underground telephone service to all of the lots within the subdivision.

6. Gas (if applicable)

The Developer shall arrange for Union Gas Company to provide underground gas service to all of the lots within the development.

7. Adjustments

The grade of any and all water service boxes, valves chambers, hydrants, manholes, drains and transformer boxes shall be adjusted by the Developer when and as may be required by the Town engineer.

8. 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.

9. Community Mailboxes (if applicable)

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

10. Easements

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

11. Rear Yard Drainage

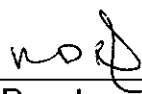
- a) Rear yard drainage shall be provided for each building lot in the locations and according to the specifications prescribed by the approved engineering drawings and as approved by the Corporation. Rear yard drainage shall be installed contemporaneously with the construction of dwellings on each building lot. A separate rear yard drainage system consisting of shared grassed shall be provided for each building lot.
- b) The Developer shall, at its own expense, prepare a lot grading and rear yard drainage plan for each individual building lot within this development and shall file same with the Corporation. The lot grading plan shall show proposed dwelling elevation, proposed elevations at lot corners and direction of flow of the rear yard drain. The final elevations of all dwellings and other buildings, minimum opening elevations, where applicable and the final lot grades relating thereto and the rear yard drainage shall conform to the proposed lot grading and rear yard drainage plan filed for that lot. The consulting engineer, or a certified Ontario Land Surveyor, shall certify upon completion of the construction of the dwelling and building on each lot that the said lot grading and rear yard drainage plan has been complied with, in accordance with the approved engineering drawings, and until such time as the said certification has been received by the Corporation, occupancy of the dwelling on the subject building lot shall not be permitted.

12. Special Servicing Requirements

The construction of structures shall conform to the following requirements:

- a) Roof or rain water leaders from each respective building must be splash padded onto the ground. Perimeter tile drains and sump pump must be provided for each building and discharged into the rear yard drainage system.
- b) Perimeter tile drains shall not be connected to the sanitary sewer system.
- c) Basement floor drains shall be connected to the sanitary sewer system for each dwelling.
- d) 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 are in accordance with the design and that the lands abutting the subdivision are draining adequately. The Developer acknowledges that, until such time as the provisions of this paragraph have been complied with, no occupancy of any building shall be permitted and any and all securities delivered to the Corporation by the Developer herein shall be held to ensure the provisions of this paragraph are complied with.

ANITAR INC.



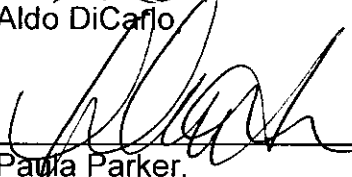
Per Raj Raval

I 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

Authorized and approved by By-law
No. 2016-66 enacted the 18th day of
August, 2016.

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

Properties

PIN 70558 - 0351 LT
Description PART LOT 23 CONCESSION 2, DESIGNATED AS PART 4, REFERENCE PLAN 12R-26175; TOWN OF AMHERSTBURG
Address VACANT LOT HEATON STREET AMHERSTBURG

PIN 70558 - 0352 LT
Description PART LOT 23, CONCESSION 2, DESIGNATED AS PART 1, ON REFERENCE PLAN 12R26175;; TOWN OF AMHERSTBURG
Address VACANT LOT - HEATON STREET AMHERSTBURG

PIN 70558 - 0353 LT Redescription
Description PT LT 23 CONCESSION 2 DES AS PTS 2,3,5,6,7, ON 12R26175; TOWN OF AMHERSTBURG
Address VACANT LAND AMHERSTBURG

Applicant(s)

This Order/By-law affects the selected PINs.

Name ANITAR INC.
Address for Service 432 Simcoe Street
Amherstburg, Ontario
N9V 1N3

I, RAJENDRA RAVAL AUTHORIZED SIGNING OFFICER, have the authority to bind the corporation.

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

Statements

This application is based on the Municipality By-law See Schedules.

Signed By

Thomas William Hogarth 3-80 Sandwich Street South acting for Signed 2016 10 11
Amherstburg Applicant(s)
N9V 1Z6
Tel 519-736-7999
Fax 519-736-9987

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

Submitted By

HOGARTH HERMISTON SEVERS LLP 3-80 Sandwich Street South 2016 10 11
Amherstburg
N9V 1Z6
Tel 519-736-7999
Fax 519-736-9987

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

File Number

Applicant Client File Number : 11-9534