

SCHEDULE A

**CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO 2020-010**

**By-law to authorize the execution of a
Subdivision Agreement between 1027579 Ontario Limited and
the Council of the Corporation of the Town of Amherstburg
Kingsbridge Subdivision Phase 5G**

WHEREAS 1027579 Ontario Limited has proposed the subdivision and servicing of lands owned by it within Part of Lots 11 and 12, Concession 1 (formerly Township of Anderdon) now Town of Amherstburg;

AND WHEREAS the Corporation of the Town of Amherstburg has settled with 1027579 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 1027579 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 1027579 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 27th day of January, 2020

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER

1027579 ONTARIO LIMITED
SUBDIVISION AGREEMENT
(KINGSBRIDGE SUBDIVISION PHASE 5G)

1027579 ONTARIO LIMITED SUBDIVISION AGREEMENT- PHASE 5G

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SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate this _____ day of _____, 2020 .

BETWEEN: 1027579 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 Lots 11 and 12, Concession 1 (formerly Township of Anderdon), 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 September 17, 2014, 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 on 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, acting reasonably.

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 formally accepted (final acceptance) by the Town.

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, in both electronic and hard copy form, 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 works are complete and formally accepted by the Town.

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 reasonable 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.

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 municipal services without the written approval of whichever of the Town or the approval of the Authority which has jurisdiction over such municipal 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. (a) **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 model home permits prior to the completion of all services provided the dwelling unit is connected to water, storm, and sanitary services and that the base coat of asphalt and concrete curbs and gutter have been installed, to the satisfaction of the Town Engineer. Issued 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 phases 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. \$500 x 60 trees). One tree per single family lot and two trees per townhome block. 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 caliper 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. This value will be established based on the prices in the tender. The Developer must provide the completed tender form from the contractor to the Town. If work is not tendered the Consulting Engineer must provide a tender form that provides the final cost to establish the value of securities. 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, 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 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) This phase is included in the stormwater report titled Kingsbridge Residential Community, Revised Stormwater Management Report-Southwest Pond, Amendment No. 2 February 23, 2017. The owner is to install all the stormwater management measures identified in the final report as part of the development of the site, included overland flow routes.
- (ii) The Consulting Engineer will be required to provide written confirmation to the Town that the design of all components of the stormwater system are in accordance with the provisions outlined in the Kingsbridge Residential Community, Revised Stormwater

Management Report- Southwest Pond, Amendment No. 2 February 23, 2017.

- (iii) 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.
- (iv) to maintain an inspection log which shall be made available for review by the Ministry of the Environment, Conservation and Parks 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;
- (v) it is the intent that any lands required for the permanent stormwater management pond are to be conveyed to the municipality in future phases of this development; and
- (vi) a separate Drainage Agreement is required to be registered concurrently with this agreement. Its purpose is to ensure municipal access to the existing stormwater management pond and ditches servicing this development as well as maintenance of the related ditches.

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, and tender documents to the Town, in both electronic and hard copy format, in the same manner as for services in the subdivision, as detailed in paragraphs 3 through 11 and 13 and 14 hereof, and shall obtain approval of the works as detailed in paragraph 32 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 Chief Building Official of 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. **Sump Pump Overflow**

All homes must be designed to include a sump pump overflow provided as part of the overall detailed design.

30. **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.

31. **Interim Acceptance of Services**

The Developer shall apply for initial acceptance of the municipal Services 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.

32. **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.

33. **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.

34. **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.

35. **Conveyances**

a) All terminating streets, side yards abutting road allowances and the rear yards of Lots 1 through 7 abutting Knobb Hill Drive will contain a 0.3 metre reserve, to be illustrated on the final plan of subdivision and be conveyed to the Town.

- b) The conveyance of a daylight corner on Lot 1, at McLellan and Knobb Hill shall be completed to the satisfaction of the Town.
- c) Block 45 shall be conveyed to the Town of Amherstburg along with the frontage located on future Street 'B'. The Developer shall place a restrictive covenant on the title of lots 33 through 38 inclusive (those lots located directly adjacent to Block 45), that no gates be installed in any fence separating Blocks 33 through 38 from Block 45. Further the covenant shall state that there shall be no direct access from Blocks 33 through 38 to Block 45.

36. **Ministry of Natural Resources Authorization**

Prior to site alteration of any kind, and final approval by the County of Essex, the Owner shall undertake to ensure that any site alteration be completed in accordance with the Endangered Species Act, 2007, and more specifically in compliance with Letter to Proponent (AYL-L-023-16) issued by the Ministry of Natural Resources and Forestry, and a certified biologist shall confirm in writing that any site alteration has been completed in accordance with the requirements of Letter to Proponent (AYL-L-023-16), and any subsequent letters/authorizations/decisions issued under the Endangered Species Act, 2007.

37. **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.

38. **Development Charges**

The Developer acknowledges that the lands subdivided by this agreement are subject to Development Charges as established by the Town in its Development Charges By-law which may include community benefit charges. Once established, 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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **Parkland Dedication**

In satisfaction of the requirement for parkland dedication for the entire Kingsbridge development the Developer has conveyed to the Town in fee simple and without encumbrances, lands for park purposes in accordance with the provisions of the Planning Act, R.S.O. 1990 as follows:

- (i) Parts 2, 3, 10 and 11, Reference Plan 12R-22789 8.39 hectares

In consideration of the parkland dedication the Town agrees to reimburse the Developer, 1078217 Ontario Limited, the amount of \$20,150.00 which represents prior payments made by the Developer in lieu of parkland for previous phases. The Town and Developer agree that this reimbursement will not occur until such time as the parkland where the drainage canal is located is useable by the Town.

44. **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 school and could be bused to a distant school with available capacity.

45. **Sidewalks**

Concrete sidewalks are to be installed in accordance with the Kingsbridge Sidewalk Master Plan dated August 26, 2006 and the Town's design standards along internal streets identified within the proposed plan and pursuant to municipal requirements to facilitate pedestrian movement, bus routing and stops, and safety of school children. The minimum width of sidewalk is 1.5m and must meet all AODA requirements, including the installation of tactile plates at intersections. The timing of the installation of the required sidewalks will be determined by the Town's Engineering and Public Works Department in conjunction with the Developer. The

Developer will install a sidewalk as required on McClellan with the sidewalk master plan.

46. **Streetlights**

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

47. **Street Signs**

The Developer shall request that the Town install all required signage, including street signs at each intersection and where necessary, all to be done in accordance with present standards at the cost of the Developer. If the Town undertakes the work and/or the signs, the Town will invoice the Developer accordingly.

48. **Sewage Allocation**

The Developer acknowledges that the development requires the construction of a trunk sanitary sewer linking the McLellan Avenue Pump Station with the Kingsbridge Drive Pump Station satisfactory to the Town, at the cost of the Developer.

49. **Sewage Ejector Pumps**

All homes must be designated to include a sewage ejector pump. Gravity flow from the home will not be accepted.

50. **Essex Terminal Railway**

The Developer shall include in all agreements of purchase and sale and a notice on title advising purchasers of lots of the presence of an operating railway with its attendant noise, vibration and safety concerns.

51. **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.

52. **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 Michael Dunn
1027579 Ontario Limited
948 Albert Lane,
R.R. #1
Belle River, ON NOR 1A0

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
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.

53. **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.

1027579 ONTARIO LIMITED

Per _____
Michael R. Dunn - President

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

SCHEDULE "A"

LEGAL DESCRIPTION

Concession 1, Part of Lots 11 and 12
being Part 5, Plan 12R-18129,
save and except Part 2, Plan 12R-22789
Geographic Township of Anderdon,
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.

SCHEDULE "C"

DESIGN CRITERIA

**FOR SERVICES TO BE PROVIDED IN THE
KINGSBRIDGE SUBDIVISION- Phase 5G**

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, Conservation and Parks, E.R.C.A. and the Corporation. A copy of the design calculations shall be submitted to the Corporation and included on the design drawings.

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 diameter. Private storm service connections and clean-outs shall not be constructed under future driveways.

All homes must include a sump pump overflow

Sewers shall be designed in accordance with the following criteria:

| | | |
|--------------------------|---|---------------------------------------|
| Design Method | - | rational method |
| Design Frequency | - | 2 year storm |
| Runoff Coefficient | - | per design charts |
| Minimum Pipe Size | - | 300 mm. |
| Manning Coefficient | - | 0.013 |
| Minimum Velocity | - | 0.75 m/s |
| Private Drain Connection | - | 150 mm. |
| Minimum Cover | - | 1.05 m. |
| Maximum Manhole Spacing | - | 150 m. |
| Pipe Material | - | PVC DR35, reinforced concrete 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, Conservation and Parks, 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 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. |
| Manning Coefficient | - | 0.013 |
| Minimum Cover | - | 1.5 m. |
| Maximum Manhole Spacing | - | 130 m. |
| Private Drain Connection | - | 125 mm. |
| Pipe Material | - | PVC35 or reinforced concrete |

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

All homes must be designed to include a sewage ejector pump. Gravity flow from home will not be accepted.

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 | - | 150m. and at intersections |
| Minimum Pipe Size | - | 150 mm. |
| Lot Connection | - | 20 mm. |
| Pipe Material | - | PVCDR18 (CL150) Services copper |

Design and installation shall be to the satisfaction of the Town of Amherstburg.

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) - 7.3m or 8.5m
 - Curb and Gutter – Barrier type of concrete curbs and 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 at 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 sidewalks on one side of the road in accordance with the approved design drawings, the approved Kingsbridge sidewalk plan, the Town's design standards and Development Manual. Sidewalks must be a minimum of 1.5m wide as per the AODA standard. 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.

The Developer shall further provide a project sign indicating that sidewalks will be constructed along the southerly part of the roadway. 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 request that the Town install all required signage, including street signs at each intersection and where necessary, all to be done in accordance with present standards at the cost of the developer.

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 Hydro One.

TELEPHONE, WIRE-LINE COMMUNICATION/TELECOMMUNICATION

The Developer shall arrange to provide underground telephone service to all of the lots within the subdivision. The Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that the infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

The Developer will be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed subdivision to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.

GAS

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

CABLE/FIBRE T.V. SERVICE

The Developer shall, at its' own expense, make satisfactory provisions to accommodate the servicing for future cable and/or Fibre T.V service for this development. The Developer shall provide to the Corporation, upon demand, confirmation from the appropriate 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 and the Town Bylaw 2017-81, Regulate Activity on Town Highways, Road Allowances and Right of Ways, as amended from time to time. Residential approaches shall consist of 250 mm. (10") 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. These locations must be the satisfaction of the Engineering and Public Works Department.

It will be a requirement for notice on title for purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via 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

- (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, 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, occupancy of the dwelling on the subject building lot shall not be permitted.

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) Sump pump overflow piping must be installed.
- (e) Sewage ejector pumps must be installed in all homes – Gravity drains will not be accepted.
- (f) 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.
- (g) 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 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.

Approval Authority Certificate

This Final Plan of Subdivision is approved by the County of Essex under Section 51(58) of the Planning Act, R.S.O. 1990, on this _____ day of _____, 20____.



Monteith + Brown
planning consultants
510 PRINCESS AVENUE, LONDON, ONTARIO N6B 2B9
Tel: (519) 886-1300 E-mail: mbpc@mbpc.ca

REDLINED DEC 2014
DRAFT PLAN
OF SUBDIVISION
PART OF LOTS 11 & 12
CONCESSION 1,
GEOGRAPHIC TOWNSHIP OF ANDERSON,
NOW IN THE
TOWN OF AMHERSTBURG
COUNTY OF ESSEX, ONTARIO

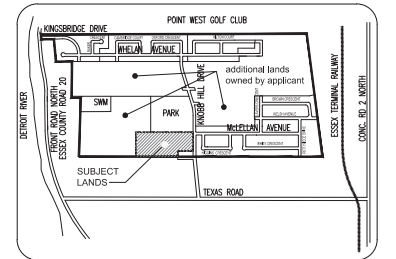
OWNER'S CERTIFICATE
I, Jay McGuffin of Monteith Brown Planning Consultants, am authorized to submit this Draft Plan of Subdivision on behalf of the owner, 1027579 Ontario Ltd. / Flynn Development Limited

J. McGuffin, BA, MCP, RPP _____ Date _____

SURVEYOR'S CERTIFICATE
I hereby certify that the boundary of the lands to be subdivided as shown on this plan and their relationship to the adjacent lands are correctly shown.

Andrew S. Maritz
Ontario Land Surveyor _____ Date _____

KEY PLAN N.T.S.



| LAND USE SCHEDULE: | AREA (Ha) | % |
|---|----------------|---------------|
| SINGLE DETACHED RESIDENTIAL LOTS - 1 to 16 | 1.13 Ha | 15.9% |
| TOWNHOUSE RESIDENTIAL LOTS - 17 to 38 | 9.60 Ha | 58.4% - 47.9% |
| STREET A, B, McLENNAN extension and BLOCKS 39 to 44 | 2.44 Ha | 32.3% - 32.9% |
| OPEN SPACE BLOCK 45 | 0.23 Ha | 3.3% |
| TOTAL AREA | 7.14 Ha | 100% |

PLANNING ACT:
REQUIREMENTS UNDER SECTION 51 (17) OF THE PLANNING ACT, 1990 (as amended)
a) as shown on plan g) as shown on plan
b) as shown on plan h) municipal water
c) as shown on key plan i) city team
d) as shown on land use schedule j) as shown on plan
e) as shown on plan k) municipal sewers & water
f) as shown on plan l) as shown on plan

SURVEYOR
WINDSOR VERMILION HARTLEY LEAMINGTON
475 Deerpark Road, Suite 205 187 Lake Street East
N9P 2S5 NEW LISA
PH: (519) 256-1712 BREWER BEAUREgard
FAX: (519) 256-0791 www.vshbssurvey.com

CLIENT:
1027579 Ontario Ltd. /
Flynn Development Limited
Amherstburg, Ontario

NOTES:
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048
SCALE 1 : 750
0 10 20 30m

DRAFT PLAN REVISIONS:

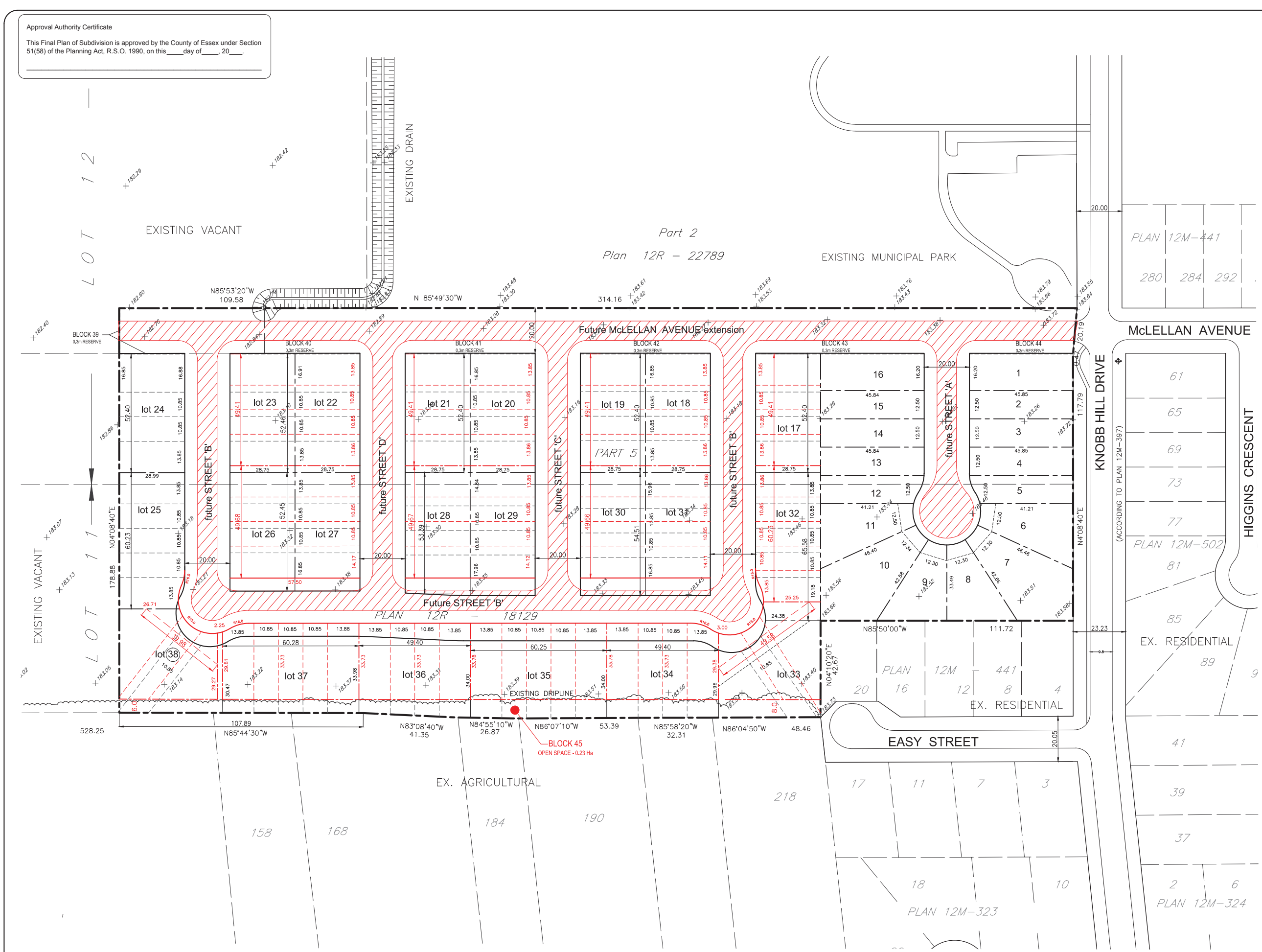
| No. | Revision | Date | By |
|-----|--|---------------|----|
| 1 | ADD SINGLE DETACHED LOTS AND TOWNHOMES | Nov. 14, 2013 | BS |
| 2 | MAINTAIN HEDGE ROW ALONG SOUTH LIMIT | Dec. 2, 2014 | BS |

PROJECT TITLE:
Kingsbridge Subdivision
PHASE 5G
AMHERSTBURG, ONTARIO

Prepared by: bs
Checked by: jmc
Scale: 1:750 (CIP/307)

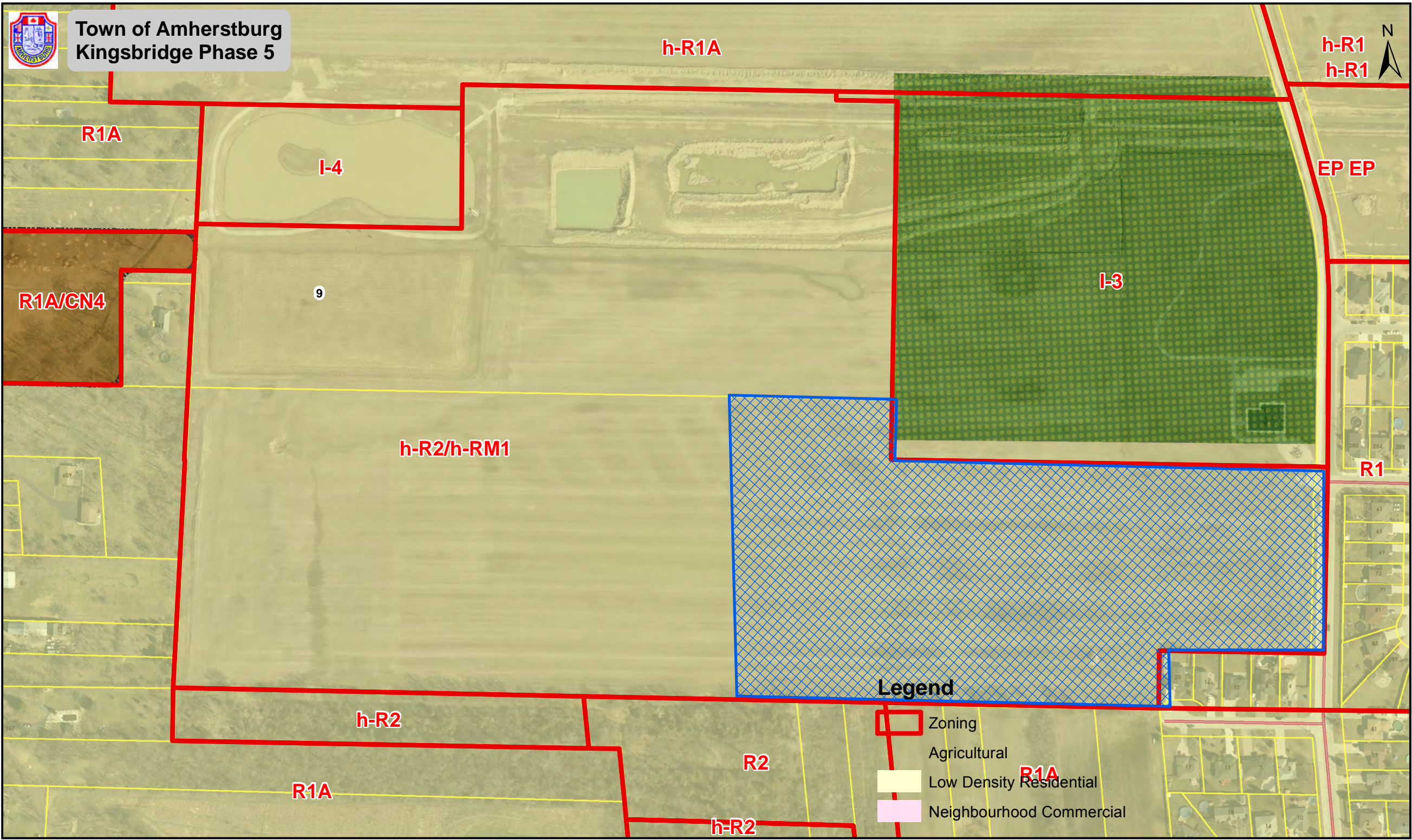
Drawn by: bs
Surveyed by: VSH/BB
Date: Dec 19, 2014

Drawing No. **DP** County File No. **-** File No. **13-300**





Town of Amherstburg
Kingsbridge Phase 5



h-R1A

h-R1
h-R1

R1A

I-4

EP EP

R1A/CN4

9

I-3

h-R2/h-RM1

R1

h-R2

Legend

- Zoning
- Agricultural
- Low Density Residential
- Neighbourhood Commercial

R2

R1A

R1A

h-R2

Applicant: 1027579 Ontario Ltd./Flynn Development
File No.: 37-T-13003
Municipality: Town of Amherstburg
Location: Part of Lots 11 and 12, Concession 1

Date of Decision: September 17, 2014
Date of Notice: September 17, 2014
Last Date of Appeal: October 7, 2014
Lapsing Date: September 17, 2017

NOTICE OF DECISION

On Application for Approval of Draft Plan of Subdivision Subsection 51(37) of the Planning Act

Approval of Draft Plan of Subdivision to the application in respect of the subject lands noted above, is proposed to be given by the County of Essex. A copy of the decision is attached.

When and How to File An Appeal

Notice to appeal the decision to the Ontario Municipal Board must be filed with the County of Essex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager, Planning Services at the address shown below and it must,

- (1) set out the reasons for the request for the appeal (a helpful form is available from the OMB website at www.omb.gov.on.ca), and
- (2) be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of \$125.00 payable by certified cheque or money order to the Minister of Finance, Province of Ontario.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal decisions in respect of a proposed plan of subdivision to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal to the decision of the County, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the County, made oral submission at a public meeting or written submissions to the Council or, in the Ontario Municipal Board's opinion, there is reasonable grounds to add the person or public body as a party.

Right of Applicant or Public Body to Appeal Conditions

The applicant, the Minister, the Municipality, or any public body that, before the County made its decision,

made oral submissions at a public meeting or written submissions to the County, may at any time before the final plan of subdivision is approved, appeal any of the conditions imposed by the County to the Ontario Municipal Board by filing with the County a notice of appeal.

How to receive Notice of Changed Conditions

The conditions of an approval of draft plan of subdivision may be changed at any time before the final approval is given. You will be entitled to receive notice of any changes to the conditions of approval of the proposed plan of subdivision if you have made a written request to be notified of changes to the conditions.

No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the County made its decision, made oral submissions at a public meeting or written submissions to the County, or made a written request to be notified of the changes to the conditions.

Other Related Applications

None.

Getting Additional Information

Additional information about the application is available for public inspection during regular office hours at the County of Essex at the address noted below or from the Town of Amherstburg.

Mailing Address for Filing a Notice of Appeal:

County of Essex
Attention: William King, Manager, Planning Services
360 Fairview Avenue West
Essex, ON N8M 1Y6
Tel: (519) 776-6441, Ext. 1329
Fax: (519) 776-4455

Applicant: 1027579 Ontario Ltd./Flynn Development **Date of Decision:** September 17, 2014
File No.: 37-T-13003 **Date of Notice:** September 17, 2014
Municipality: Town of Amherstburg **Last Date of Appeal:** October 7, 2014
Location: Part of Lots 11 and 12, Concession 1 **Lapsing Date:** September 17, 2017

The County of Essex conditions and amendments to final plan of approval for registration of this Subdivision are as follows:

No. Conditions

1. That this approval applies to the draft plan of subdivision prepared by Monteith Brown Planning Consultants and certified by Andrew Mantha, O.L.S., dated November 20, 2013 that shows:
 - Sixteen (16) lots for single detached residential units;
 - Twenty two (22) lots for ninety (90) street rowhouse dwelling units;
 - Six (6) blocks for 0.3 metre reserves.

The lands comprising the draft plan of subdivision are legally described as Part of Lots 11 and 12, Concession 1 (Anderdon Township), Town of Amherstburg, County of Essex.

2. That the Owner enters into a subdivision agreement with the Municipality wherein the Owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality concerning the payment of development charges, provisions of roads, installation and capacity of services, sanitary sewerage collection system, water distribution system, utilities and stormwater management facilities for the development of the lands within the plan.
3. That the subdivision agreement between the Owner and the Municipality contain a provision requiring the owner to notify in writing each person who first offers to purchase any subdivided lot within the plan of subdivision of all approved development charges, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the Development Charges Act, 1997.
4. That the subdivision agreement between the Owner and the Municipality, where required, contain a provision prepared to the satisfaction of the Municipality, regarding the phasing and timing of the development.
5. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that restrict the first phase of the development to Lots 17, 18, 31, 32 and

| | | | |
|----------------------|---|-----------------------------|---------------------------|
| Applicant: | 1027579 Ontario Ltd./Flynn Development | Date of Decision: | September 17, 2014 |
| File No.: | 37-T-13003 | Date of Notice: | September 17, 2014 |
| Municipality: | Town of Amherstburg | Last Date of Appeal: | October 7, 2014 |
| Location: | Part of Lots 11 and 12, Concession 1 | Lapsing Date: | September 17, 2017 |

33, as shown on the draft plan dated November 20, 2013 prepared by Andrew Mantha, O.L.S., for a maximum of 20 townhome units, until:

- a) the Owner has completed the Environmental Impact Assessment (EIA) as required in Condition 15, and that amendments, if any, to the draft plan lotting for the balance of the lands resulting from the recommendations of the study, have been approved through the red-line process;
 - b) the existing stormwater management pond is expanded in accordance with the reports and letters outlined in Condition 14.
 - c) additional sewage treatment capacity is found from either inflow and infiltration testing in the area of Texas Road or the installation of a new forcemain and pump stations to County Road 20;
6. That the subdivision agreement between the Owner and the Municipality be registered against the lands to which it applies prior to the registration of the plan of subdivision.
 7. That the road allowances included in this draft plan shall be shown and dedicated as public highways.
 8. That the streets shall be named to the satisfaction of the Municipality.
 9. That all terminating streets, sideyards abutting road allowances, and the rear yards of Lots 1 through 7 inclusive abutting Knobb Hill Drive, shall contain a 0.3 metre reserve, to be illustrated on the final plan and be conveyed to the Municipality.
 10. That the Owner convey to the Municipality for park or other recreational purposes up to 5% of the land included in the plan. Alternatively, the Municipality may require cash-in-lieu of all or a portion of the conveyance, or advise the Approval Authority that parkland dedication requirements of the Planning Act have been satisfied through previous phases of the development.
 11. That prior to final approval by the County of Essex, the County is to be advised by the Municipality that the proposed subdivision conforms to the Zoning By-law in effect.
 12. That the Owner shall provide easements as may be required for services, utility or drainage purposes in a form satisfactory to the Municipality or utility, and where required by the Municipality, daylight corners and road reserves shall be shown on the final plan and conveyed in a form satisfactory to the Municipality.

Applicant: 1027579 Ontario Ltd./Flynn Development **Date of Decision:** September 17, 2014
File No.: 37-T-13003 **Date of Notice:** September 17, 2014
Municipality: Town of Amherstburg **Last Date of Appeal:** October 7, 2014
Location: Part of Lots 11 and 12, Concession 1 **Lapsing Date:** September 17, 2017

13. That prior to final approval, the Municipality shall confirm that sewage treatment conveyance capacity and water supply capacity is available for all lots in the proposed development, or phase of development.
14. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that stipulate that the Owner will carry out all of the recommendations of the Stantec Engineering Ltd. January 2005 report entitled "Stormwater Management Report for Kingsbridge Residential Community" as further updated by the R. C. Spencer Associates Inc. letter of November 18, 2013 addressed to the Essex Region Conservation Authority, and further that provision be made for the construction of a drainage swale and temporary drain to convey all stormwater from the first phase of the development to the stormwater management pond, and that the Owner accommodate access for maintenance of the temporary drain through a drainage easement, and provide securities for maintenance of the drain.
15. That prior to final approval the Essex Region Conservation Authority shall require a copy of the fully executed subdivision agreement between the Owner and the Municipality, in wording acceptable to the Essex Region Conservation Authority, containing provisions to carry out the recommendations of the plans/reports and requirements noted above in Condition 14.
16. That prior to undertaking construction or site alteration activities, any necessary permits or clearances be received from the Essex Region Conservation Authority.
17. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the Essex Region Conservation Authority, that require the Owner to complete and implement recommendations of an Environmental Impact Assessment (EIA) to evaluate and mitigate the potential impacts on the natural features or their ecological functions of the adjacent lands that contain a natural heritage feature that may meet the criteria for significant woodland and/or significant wildlife habitat, and address any concerns regarding Threatened and Endangered Species and/or habitats under the Provincial Policy Statement and the Endangered Species Act.
18. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board and the Municipality, requiring a sidewalk be provided along the internal streets within the

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| Applicant: | 1027579 Ontario Ltd./Flynn Development | Date of Decision: | September 17, 2014 |
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proposed plan pursuant to standard municipal requirements to facilitate pedestrian movement, bus routing and stops, and safety of school children.

19. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Greater Essex County District School Board and the Windsor-Essex Catholic District School Board, requiring notice on title for purchasers of 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.
20. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of Canada Post Corporation and the Municipality, requiring notice on the title for purchasers of lots to be aware of the locations of any community mailboxes within or serving the plan and that mail delivery will be provided via community mailboxes.
21. That the subdivision agreement between the Owner and the Municipality contain provisions, to the satisfaction of the Municipality and the County, requiring that the Owner conduct an archaeological assessment in order to evaluate the archaeological potential for the subject property, and that the assessment be submitted to the Ministry of Tourism and Culture for review and receive approval with the recommendations, prior to conducting any grading or servicing work on the site.
22. That prior to final approval by the County of Essex, the Owner shall submit for review and approval by the Municipality and the County, a draft of the final 12M plan.
23. That prior to final approval by the County of Essex, the County is advised in writing by the Municipality how Conditions 1 to 14 inclusive, and 17 to 22 inclusive have been satisfied.
24. That prior to final approval by the County of Essex, the County is advised in writing by the Essex Region Conservation Authority how Conditions 5, and 14 to 17 inclusive, have been satisfied.
25. That prior to final approval by the County of Essex, the County is advised in writing by the Greater Essex County District School Board how Conditions 18 and 19 have been satisfied.

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26. That prior to final approval by the County of Essex, the County is advised in writing by the Windsor-Essex Catholic District School Board how Condition 19 has been satisfied.
27. That prior to final approval by the County of Essex, the County is advised in writing by the Canada Post Corporation how Condition 20 has been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Essex, quoting the file number "**37-T-13003**".
2. It is suggested that you make yourself aware of section 144 of the Land Titles Act and subsection 78(10) of the Registry Act.

Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to this provision are set out in subsection 144(2).

Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10).

3. Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Section 23 and Section 24 of the Ontario Water Resources Act, R.S.O. 1980.
4. The Ministry of the Environment did not review this subdivision with respect to any groundwater, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or other contaminants are present within or in close proximity to this subdivision. If either the Municipality or the Owner requires this assurance before proceeding any further with this plan of subdivision, a consultant(s) should be engaged to conduct the necessary investigations.

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5. The Ministry of the Environment must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision. If waste materials or contaminants are discovered, a further approval under Section 46 of the Environmental Protection Act may be required from that Ministry.
6. The costs of any relocations or revisions to Hydro One Networks Inc. (HONI) facilities or any other local electrical utility that are necessary to accommodate the subdivision will be borne by the developer.
7. Any easement rights of Hydro One Networks Inc. (HONI) or any other local electrical utility are to be respected.
8. The developer should contact the local Hydro One Networks Inc. Services office or any other local electrical utility to verify if any low voltage distribution lines may be affected by this proposal.
9. The developer is hereby advised that prior to commencing any work within the plan, the developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services, i.e., 911 Emergency Services.
10. It is suggested that the Municipality register the subdivision agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.

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11. Clearances are required from the following agencies:

Ms. Rebecca Belanger
Town of Amherstburg
271 Sandwich Street South
Amherstburg, ON N9V 2Z3

Mr. Mike Nelson
Essex Region Conservation Authority
360 Fairview Avenue West
Essex, ON N8M 1Y6

Greater Essex District School Board
451 Park Street West
P.O. Box 210
Windsor, ON N9A 6K1

Mr. Mario Iatonna
Windsor-Essex Catholic District School Board
1325 California Avenue
Windsor, ON N9B 3Y6

Mr. Tom Zadorsky
Canada Post Corporation
955 Highbury Avenue North
London, ON N5Y 1A3

If the agency's clearance concerns a condition in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. The County of Essex does not require a copy of the agreement.

12. All measurements in subdivision and condominium final plans must be presented in metric units.

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13. The approval of the draft plan will lapse on **September 17, 2017**. It is the responsibility of the applicant to request an extension of the draft approval if one is needed.

A request for extension should be made at least 60 days before the approval lapses because no extension can be given after the lapsing date. The request should include the reasons why an extension is needed and a resolution in support of the extension from the Town of Amherstburg.

Ministry of Natural
Resources and Forestry

615 John Street North
Aylmer, ON N5H 2S8
Tel: 519-773-9241
Fax: 519-773-9014

Ministère des Richesses
naturelles et des Forêts

615, rue John Nord
Aylmer ON N5H 2S8
Tél: 519-773-9241
Télééc: 519-773-9014



February 2, 2018

Bill King
Manager, Planning Services
County of Essex
360 Fairview Ave. W. Suite 302
Essex, ON N8M 1Y6

Dear Bill King:

I am pleased to provide an update on the overall benefit permit under the *Endangered Species Act* (ESA) for the proposed Kingsbridge residential development between Front Road and 2nd Concession Road in the Town of Amherstburg.

The ESA submission standards require an opinion from Ministry of Natural Resources and Forestry (MNR) staff on whether a permit is likely to meet the legislative requirements of the ESA. MNR staff are of the opinion the drafted permit will meet the legislative requirements and be recommended for issuance to the Minister. This letter is based on MNR's understanding that the attached project design is final.

Recognizing, the Provincial Policy Statement (PPS), section 2.1.7, that came into effect April 30, 2014 states:

"Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements."

It is MNR's opinion that the municipality can and should proceed with *Planning Act* decisions in a timely manner and need not hold *Planning Act* applications in abeyance if there are means to confirm or ensure that the development will not contravene the ESA. This is on the basis that the MNR has sole responsibility to administer the ESA and it is the proponent's responsibility to ensure that any development occurs in accordance with the ESA. Dunn Group of Companies is continuing to work with MNR to ensure ESA requirements are met.

I trust this information will assist you in considering the *Planning Act* application for the proposed Kingsbridge residential development. Should you have any questions please call me at 519-773-4757.

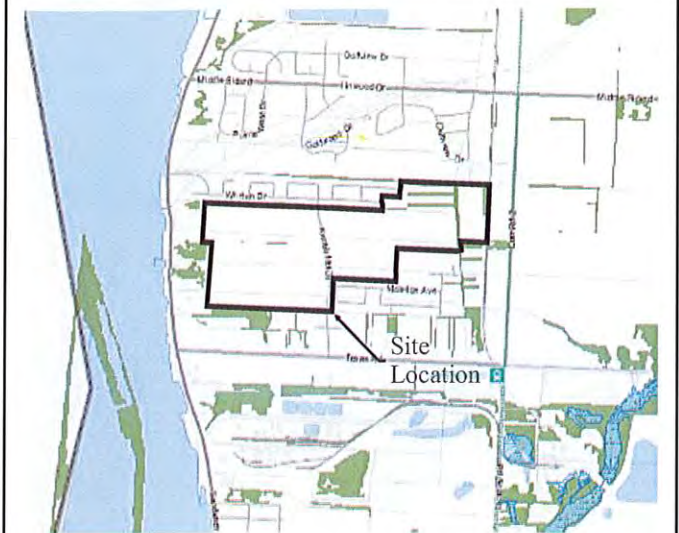
Sincerely,

A handwritten signature in black ink, appearing to read "Karina Cerniavskaja".

Karina Cerniavskaja
District Planner
Aylmer District, Ministry of Natural Resources and Forestry

cc: Michael Dunn
Dave Hayman, Biologic
Melody Cairns, A/Resources Operations Supervisor, MNRF Aylmer District
Emilee Hines, Fish and Wildlife Technical Specialist, MNRF Aylmer District
Marion-Frances Cabral, Planner, Ministry of Municipal Affairs/Ministry of Housing
Rebecca Belanger, Manager of Planning Services, Town of Amherstburg

Figure 2: Development Overlay
(ERCA 2015 Ortho Image)



0 1,000
Scale 1:50,000
Key Plan

Legend

- Habitat Creation/Protection Areas
- SLOW** - Signed Wildlife Crossing, Speed Humps, etc
- Grated Sub-surface Wildlife Crossing

Print on 11X17, Landscape Orientation
0 200
Scale 1:10000
April 2017



SCHEDULE B

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2020-011**

**By-law to authorize the execution of a
Drainage Agreement between 1078217 Ontario Limited & 1027579 Ontario Limited
and the Corporation of the Town of Amherstburg**

WHEREAS 1078217 Ontario Limited & 1027579 is the registered owner of the lands described as part of Lots 12 and 13, Concession 1 Anderdon designated as Parts 4 and 7, Plan 12R-22789; and 1027579 Ontario Limited is the registered owner of the lands described as part of Lots 11 and 12, Concession 1 Amherstburg (formerly Anderdon) designated as Part 5, Plan 12R-18129, save and except Parts 2, Plan 12R-22789; all in the Town of Amherstburg, in the County of Essex and Province of Ontario (hereinafter referred to as the "Subject Lands");

AND WHEREAS the Corporation of the Town of Amherstburg have settled with 1078217 Ontario Limited and 1027579 Ontario Limited the requirements for the provisions of drainage works within the area, which requirements are set out in the agreement hereto annexed;

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

1. That the Corporation of the Town of Amherstburg enter into a Drainage Agreement with 1078217 Ontario Limited and 1027579 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. This By-law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 27th day of January, 2020.

MAYOR – ALDO DICARLO

CLERK – PAULA PARKER

AGREEMENT

THIS AGREEMENT made in quadruplicate this _____ day of _____, 2020.

**BETWEEN: 1078217 ONTARIO LIMITED and
1027579 ONTARIO LIMITED**

(hereinafter collectively called the "**Developers**")

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

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

OF THE SECOND PART;

WHEREAS 1078217 Ontario Limited and 1027579 Ontario Limited are the registered owner of the lands described as part of Lots 12 and 13, Concession 1 Anderdon designated as Parts 4 and 7, Plan 12R-22789; and 1027579 Ontario Limited is the registered owner of the lands described as part of Lots 11 and 12, Concession 1 Amherstburg (formerly Anderdon) designated as Part 5, Plan 12R-18129, save and except Parts 2, Plan 12R-22789; all in the Town of Amherstburg, in the County of Essex and Province of Ontario (hereinafter referred to as the "Subject Lands");

AND WHEREAS the Town of Amherstburg is the municipality within which the Subject Lands lie, and has jurisdiction and authority pursuant to the provisions of the Planning Act and the Municipal Act, 2001 to regulate various aspects of land use and development, including both temporary and permanent drainage works;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained and the sum of \$5.00 now paid by the Developers to the Town, the parties hereto hereby agree as follows:

1. The Town and Developers acknowledge and agree that development agreements relating to the development of lands adjacent to the Subject Lands, both presently in effect and in future, require and/or will require the installation of temporary and permanent phased stormwater management facilities. The stormwater management plan(s) for such development(s) require the construction of temporary drainage ditches to link the fully serviced lands with the permanent stormwater management pond (hereinafter referred to as the "SWM Pond") located on the Subject Lands, which temporary drainage ditches run or will run through the Subject Lands. As subsequent phases of the overall development are developed, the temporary drainage ditches will be replaced by permanent storm sewers and road surfaces.
2. The Developers covenant and agree to construct and maintain such temporary drainage ditches and the SWM Pond in accordance with the approved storm water management plan(s) for such development(s), and shall ensure that such temporary drainage ditches and SWM Pond perform their intended functions, all at their own expense.
3. The Town shall have the right and licence to enter upon the Subject Lands to the extent necessary to inspect such temporary drainage ditches and the SWM Pond from time to time.

4. Should the Developers fail to maintain such temporary drainage ditches and the SWM Pond to the extent necessary to ensure the proper functioning of the same in accordance with the requirements of the approved stormwater management plan(s), the Town shall further have the right and licence to enter upon the Subject Lands to the extent necessary to perform such maintenance as agent of the Developers, all at the expense of the Developers and without liability for damage and without being deemed to have assumed such obligations.
5. The Developers will provide to the Town upon execution of this Agreement security in the sum of \$30,000.00 in the form of a cash deposit, or in the form of an irrevocable letter of credit drawn on a Canadian chartered bank in a form acceptable to the Town, to secure the obligations of the Developers to maintain such temporary drainage ditches until such time as the said temporary drainage ditches have been entirely replaced by permanent storm sewers, whereupon such security shall be released or returned to the Developers, as the case may be, without interest.
6. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns, and shall be specifically binding upon the successors in title to those portions of the Subject Lands upon which the temporary drainage ditches and SWM Pond lie.

DATED this 27th day of January, 2020

1078217 ONTARIO LIMITED

Per Michael R. Dunn - Secretary
I have authority to bind the Corporation

1027579 ONTARIO LIMITED

Per Michael R. Dunn - President
I have authority to bind the Corporation

DATED this 27th day of January, 2020

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per Aldo DiCarlo, Mayor

Per Paula Parker, Clerk

We have authority to bind the Corporation