

AGREEMENT FOR THE PROVISION OF MUNICIPAL CAPITAL FACILITIES made this 15th day of March , 2021

BETWEEN:

THE CORPORATION OF THE TOWN OF ESSEX

(the "Town ")

- and -

ESSEX TOWN CENTRE LTD.

(the "Owner")

RECITALS

- I. Whereas the Owner is the registered owner of lands located in the Town of Essex, being and described as Blocks 1-25 (inclusive) on Registered Plan of Subdivision 12M-545 (hereinafter the "Lands");
- II. And whereas the Owner proposes to develop the Lands, in accordance with the Subdivision Agreement applicable to such Lands dated April 10, 2006 and registered as Instrument CE211211 on May 1 2006 in Land Registry Office Number 12 and as attached and incorporated hereto as Schedule A to this Agreement (hereinafter the "Development" or "Subdivision Agreement");
- III. And whereas there are twelve (12) phases of Development for the Lands as identified in the Essex Town Centre Development Phasing Plan attached hereto as Schedule B to this Agreement.

- IV. And Whereas for the purposes of the Development certain municipal capital infrastructure facilities are required to be constructed in order for the Lands to be developed and the Owner has agreed to provide such facilities as required by the Subdivision Agreement referenced in Schedule A to this Agreement. For greater certainty such facilities shall include all of those Services required to be supplied, constructed and installed by the Owner pursuant to the Subdivision Agreement including without limiting, all necessary infrastructure for a complete Storm Water Management System and all as may be further set out on the applicable engineered plans referenced in Schedule C to this Agreement as amended from time to time (the "Municipal Capital Facilities").
- V. The Owner has requested the Town, and Council of the Town of Essex has determined that it is in the public interest, to provide financial assistance to the Owner for the construction of the Municipal Capital Facilities by lending money with interest, up to One Hundred (100%) percent of the actual costs thereof or the Maximum Facilities Loan Amount whichever is lesser, pursuant to the terms and conditions of such financial assistance as may be set out by this Agreement;
- VI. Pursuant to Section 110 of the *Municipal Act, 2001* S. O. 2001, a municipality may enter into an agreement for the provision of municipal capital facilities by any person if the agreement provides for the giving of financial assistance by way of lending money and charging interest by the municipality to such person, provided such assistance is in respect of the provision of the facilities that are the subject of the agreement;
- VII. Pursuant to Part XII of the *Municipal Act, 2001*, a municipality may impose charges for services provided or done by, or on behalf of it including a charge imposed for capital costs related to services on persons not receiving an immediate benefit from the services but who will receive a benefit at some later

point in time;

VIII. Council of the Town of Essex has enacted By-law 1937 authorizing execution of this Agreement, and/or this Agreement shall be made conditional upon the final passage of said by-law 1937 authorizing execution of this Agreement. The Clerk of the Town of Essex has provided, or will be providing, written notice of the By-law to the Minister of Finance as required by Section 110 (5) of the *Municipal Act, 2001*.

IX. This Agreement is entered into pursuant to the provisions of Section 110 and Part XII of the *Municipal Act, 2001*

NOW THEREFORE in consideration of the mutual covenants herein contained, and for other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each party), the parties hereby agree as follows:

1. The Recitals above are true and correct and form part of this Agreement.
2. The Town hereby declares that the Municipal Capital Facilities being facilities for water, sewers, sewage and drainage are municipal capital facilities for the purposes of Subsections 110(1) and (3) of the *Municipal Act, 2001* and as described in Sections 2 and 3 of Ontario Regulation 603/06, which together authorize the lending of money and charging interest by the Town to the Owner for the purposes of providing the Municipal Capital Facilities.
3. The Owner agrees that it shall undertake the design and construction of the Municipal Capital Facilities identified or contemplated byin this Agreement and the Subdivision Agreement including without limiting, all necessary infrastructure for a complete Storm Water Management System and all as may be further set out in Schedule C as amended from time to time and all to the

satisfaction of the Town and in accordance with engineering plans and detailed design drawings approved by the Town. All terms and conditions with respect to the design and construction of, and the security for, the Municipal Capital Facilities shall be as set out in this Agreement, the Subdivision Agreement, its related documents and or in such other agreement (s) between the Town and the Owner as may be required, such Agreement (s) to incorporate all the terms of this Agreement.

4. The Town agrees that it will lend money to the Owner (the "Loan") up to the lesser of a maximum of One hundred percent (100%) of the actual costs of the Municipal Capital Facilities OR the Maximum Facilities Loan Amount of \$3,500,000.00 (the "Facilities Loan Amount") on the following terms:

- (i) the term of the Loan shall be TEN (10) years, commencing on the date on which the Town makes the first advance on the Loan in accordance with Paragraph 4(iii) herein. Notwithstanding anything in this Agreement, the balance of the Facilities Loan Amount outstanding including interest accrued and payable must be fully repaid no later than December 31 of the year that is TEN (10) years from the date of such first advance;

- (ii) the Owner shall make quarterly payments of principal and interest on the Facilities Loan Amount beginning three (3) months after the date of the first advance and continuing with such payments every three (3) months thereafter , at an annual rate of interest of 3.94% percent compounded quarterly with the Final Payment being the balance of the Facilities Loan Amount then outstanding plus interest accrued and payable , to be paid on the date that is December 31 of the year that is TEN (10) years from the date of such first advance;

- (iii) Advancement of the Facilities Loan Amount by the Town to the

Owner shall not occur in one lump sum but shall be as follows:

(a) within 30 days of submission to the Town of certification of a progress payment required to be made by the Owner to its contractor or contractors in respect of the Municipal Capital Facilities, the Town will provide to the Owner a cheque in the amount of one hundred (100%) percent of that progress payment. The Town will continue to advance monies to the Owner on this same condition until such time as the Facilities Loan Amount is fully advanced or construction of the Municipal Capital Facilities is substantially complete, whichever is earlier;

(b) in the event that the actual costs of the Municipal Capital Facilities are greater than the Maximum Facilities Loan Amount, the Town shall be under no obligation to advance any funds to the Owner in excess of the Maximum Facilities Loan Amount and the Owner shall be fully responsible to pay any and all costs in excess of the Facilities Loan Amount.

(iv) the Loan shall be repaid by the Owner to the Town in accordance with the Loan Schedule and its terms and conditions to be set out in Schedule D to this Agreement, with repayment of the Facilities Loan Amount plus interest to commence by way of quarterly payments three (3) months after the date of the first advance and continuing with such quarterly payments every three (3) months thereafter (the Quarterly Payment Period) until the date of the Final Payment. The Quarterly Payment amount shall consist of the following:

\$7,500 per residential dwelling that is completed and sold in respect of the Development for the applicable Quarterly Payment Period; with such

Quarterly payment to be applied firstly to interest accrued during such Quarterly Payment Period and the balance thereof if any, towards repayment of the principal outstanding on the Facilities Loan Amount.

- a) If the applicable Quarterly Payment fails to pay the interest accrued and still outstanding at the time of such Quarterly Payment then Owner agrees to make such additional payment as may be required to cover any interest accrued and still outstanding as of the date of such Quarterly Payment.

Schedule D shall be deemed to be amended as and when required in order to reflect (a) the actual date upon which repayment commences in accordance with this Paragraph 4(iv) and the schedule of payment dates thereafter; and (b) the actual Facilities Loan Amounts as adjusted from time to time all without formal amendment to this Agreement

(v) The Owner shall have the right at any time to voluntarily prepay the Facilities Loan Amount, in whole or in part, and if in full to then terminate this Agreement upon at least three (3) Business Days notice to the Town, without premium or penalty. Prepayment in full shall be accompanied by the payment of all accrued and unpaid interest and all Fees that may be applicable. Notwithstanding the Prepayment of the Facilities Loan Amount or the substantial completion of the Municipal Capital Facilities, Sections 12, 13 and 14 of the Subdivision Agreement shall continue to apply with respect to the Municipal Capital Facilities supplied, constructed and installed in accordance with this Agreement,

(vi) all payments made pursuant to Schedule D shall be made by cheque payable to the Corporation of the Town of Essex;

(vii) the Owner agrees that all monies advanced by the Town pursuant to the

terms of this Agreement shall be used solely for the purposes of providing the Municipal Capital Facilities and for no other purposes whatsoever;

(viii) The Owner represents and warrants that the construction of the Municipal Capital Facilities will commence within twelve (12) months of execution of this Agreement by the Town and the Owner, and proceed diligently to completion within a commercially reasonable time thereafter.

(ix) The Owner represents and warrants that the servicing of Phase One of the Development will commence within twelve (12) months of execution of this Agreement by the Town and the Owner, and proceed diligently to completion within a commercially reasonable time thereafter.

(x) the Owner acknowledges and agrees that in the event that it fails or refuses to meet any of its obligations under this Agreement, such failure or refusal shall be deemed to be a substantial default pursuant to this Agreement and such default shall enable the Town to realize on all or a part of the Secured Lands in the same manner as if the Town was enforcing its rights as a mortgagee under a mortgage registered against the Secured Lands.

(xi) notwithstanding any other remedy available to the Town pursuant to this Agreement or at law or in equity, in the event the Owner fails to make a payment or payments as required by this Paragraph 4 such failure shall be deemed to be a substantial default pursuant to this Agreement and such default shall entitle the Town to add forthwith the outstanding amounts to the tax roll for the Secured Lands until such payment or payments are made and the Loan is in good standing, failing which the Town may collect such outstanding amounts as, and in the same priority as, taxes. In addition to any other remedy which the Town may have, whether or not expressly set out in this Agreement, the Town may also require payment of any outstanding

amounts to be secured through the Subdivision Agreement or such other Agreements as may be applicable.

5. The parties acknowledge and agree that the Lands will receive one hundred percent (100 %) of the total benefit of the Municipal Capital Facilities, on an acreage and developable/coverage basis (the "Benefiting Lands").
6. (i) The parties further acknowledge and agree that the Town as a condition of this Agreement will pass a by-law, pursuant to its powers under Part XII of the *Municipal Act, 2001*, imposing a capital charge against that portion of the Lands to be secured, which shall be identified by the Owner prior to the first advance to be eight (8) of the twelve (12) phases of the Development but not including in any event Phase one (1) (the "Secured Lands"), as security to recover 100 percent (100%) of the costs of the Municipal Capital Facilities from the Owner which is fully satisfied by the Owner upon completion of construction of the Municipal Capital Facilities and the full repayment of the Facilities Loan Amount including accrued and payable interest.

(ii) The by-law imposes a total charge of \$3,500,000.00 on the Secured Lands ("Total Charge Amount") such charge to also be registered against title to the Secured Lands. Upon substantial completion of each Phase of the Development and provided the total Facilities Loan Amount has been reduced by at least 8.33% of the Total Charge Amount in respect of each such substantially completed Phase, then that portion of the Total Charge Amount relating to the portion of the Secured Lands identified by the Owner as the next Phase of the Development it intends to service shall be discharged or released, provided the infrastructure required/necessary for that particular Phase is in place or is to be constructed contemporaneously with the servicing of that Phase, and the remaining Total Charge Amount shall thereafter remain registered upon the remainder of the Secured Lands identified as the remaining Phases of the

Development.

(iii) It is acknowledged by the Parties that the forgoing is intended to recognize that with the exception of Phase One (1) the Owner may proceed with the servicing of the remaining Phases of the Development in whatever order the Owner may choose in its sole discretion, and not necessarily in the numerical order that the Phases have been labeled under in the Essex Town Centre Development Phasing Plan attached as Schedule B to this Agreement; and that as the servicing of each Phase is substantially completed, so long as the above requirements are met, a further Phase will be discharged from the Secured Lands, so as to be available for servicing.

7. The Owner hereby agrees that in any agreement of purchase and sale or agreement disposing of any interest in the Secured Lands, it shall advise any prospective purchaser of such Lands or an interest in such Lands of the terms of this Agreement and the requirement of the Town that any purchaser of such Lands or an interest in such Lands must enter into an assumption agreement with the Town assuming all the rights and obligations of this Agreement as if such person had been the original signatory to the Agreement.

8. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or mailed by registered mail postage prepaid to the party entitled to receive the same as follows:

To the Town

Attention: The Corporation of the Town of Essex
c/o Robert W Auger
Town Solicitor/Clerk
33 Talbot Street South

Essex, On., N8M 1A8

To the Owner: Essex Town Centre Ltd.

2985 Dougall Avenue, Windsor, Ontario N9E 1S1

Attention: Pietro Valente, President

9. The date of receipt of any such notice, demand or other communication shall be the date of delivery thereof; and, if mailed as aforesaid, three (3) business days following the postmark date; provided however, in the case of an interruption of postal services, all notices, demands and other communications shall be delivered. Any party may at any time and from time to time notify the other party in writing as to a change of address and the new address to which notice shall be given to it thereafter until further changed.
10. Nothing in this Agreement shall be construed as requiring the Town to issue any building permits including foundation permits. Building permits shall only be issued in accordance with the *Building Code Act (Ontario)* and the subdivision agreement, site plan agreement or other development agreement for the Lands.
11. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, and amendment acknowledged in writing by all parties, which expressly states the intention to amend this Agreement.
12. Should any provision of this Agreement be or become invalid, illegal, void or not enforceable, such provision shall be considered separate and severable from this Agreement and the remaining provisions shall remain in full force and effect and be binding upon the parties hereto as though such provisions had not been included. In the event that any such provision is considered to be material, in the sole opinion and discretion of the Town, the parties shall in good faith negotiate

an amendment to this Agreement that maintains the intent of the severed provision.

13. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
14. The Town and the Owner covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Agreement and to perform the obligations hereunder and that there are no covenants, restrictions or commitments given by it which would prevent or inhibit it from entering into this Agreement.
15. The Owner hereby agrees not to assign this Agreement without the express written consent of the Town. Such consent may be refused by the Town unless:
 - (a) the proposed assignee has executed an assumption agreement directly with the Town, which assumption agreement shall be in form and content acceptable to the Town and shall include, without limitation, the assignee's assumption of all obligations of the Landowners pursuant to this Agreement, and if applicable at the time of such assumption, to the Construction Agreement; and
 - (b) the Owner is not in default under any of the terms of this Agreement.
16. The Owner consents to the registration of this Agreement on title to the Lands forthwith upon its execution by both parties, at its sole cost.
17. The Owner represents and warrants to the Town that as of the date of execution of this Agreement and at the date of registration of this Agreement it holds title to the Secured Lands free of all liens and encumbrances save and except those

items described in Schedule F attached hereto. Owner further represents and warrants that any and all persons having any interest in the Secured Lands as owner, mortgagee, tenant, easement holder or other encumbrancer have executed authorizations postponing their respective interests in such lands and Owner's solicitor is authorized to register such notices of Postponement on title immediately following registration of this Agreement on title.

18. The Owner shall pay such reasonable legal fees as may be incurred by the Town relating to the costs of this Agreement and its administration.
19. This Agreement is binding upon and enures to the benefit of the parties, their heirs, successors and assigns.
20. This Agreement shall remain in force and effect until the date that is Twenty years from the date of its execution by the Town and the Owner, after which the Agreement shall have expired and the parties shall have no further obligations to each under.

IN WITNESS WHEREOF the parties hereto accept the terms of this Agreement subject to the conditions, restrictions and covenants set forth therein and acceptance is confirmed by the authorized signature of the respective proper officers or officials as of the date first written above.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWN OF ESSEX

Larry Snively, Mayor

Robert W Auger, Clerk

As Authorized by By-law No. 1937

ESSEX TOWN CENTRE LTD.

Name: Pietro Valente

Title: President

Name: Gabriel Valente

Title: Vice-President

I/We have authority to bind the Corporation

Schedule A: Subdivision Agreement

THE CORPORATION OF THE TOWN OF ESSEX

BY-LAW # 727

BEING A BY-LAW TO ENTER INTO A SUBDIVISION AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWN OF ESSEX

AND

ESSEX 143 JOINT VENTURE LTD.

WHEREAS pursuant to Section 51(26) of the Planning Act, R.S.O. 1990 and Amendments thereto, Essex 143 Joint Venture Ltd. is desirous of developing a residential subdivision and as such require a subdivision agreement;

AND WHEREAS pursuant to Section 51(26) of the Planning Act, R.S.O. 1990 and Amendments thereto, municipalities may enter into such agreements;

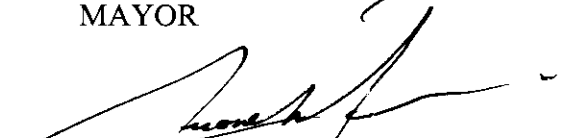
NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF ESSEX ENACTS AS FOLLOWS:

That the Mayor and Clerk be directed to affix their signatures, on behalf of the Corporation of the Town of Essex, to Schedule "1" attached hereto and forming part of this By-law, for the purpose of executing the subdivision agreement.

READ A FIRST AND SECOND TIME THIS 10TH DAY OF APRIL, 2006.

READ A THIRD TIME AND FINALLY PASSED THIS 10TH DAY OF APRIL, 2006.


MAYOR


CLERK

LRO # 12 Notice Under S.71 Of The Land Titles Act

Received as CE211211 on 2006 05 01 at 09:05

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

yyyy mm dd Page 1 of 17

Properties

PIN 75227 - 0211 LT
Description PT LTS 284, 285, CON STR, DESIGNATED AS PT 1 PL 12R21183; AND PARTS 1 TO 10 INCLUSIVE AND PARTS 14 TO 22 INCLUSIVE ON PLAN 12R21870; ESSEX
Address ESSEX

☒ Redescription**Consideration****Consideration** \$ 0.00**Applicant(s)**

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

Name THE CORPORATION OF THE TOWN OF ESSEX
Address for Service 33 TALBOT STREET SOUTH
ESSEX, ONTARIO
N8M 1A8

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

This document is being authorized by a municipal corporation RONALD MC DERMOTT, MAYOR AND JERRY MARION, CLERK.

Party To(s)**Capacity****Share**

Name ESSEX 143 JOINT VENTURE LTD.
Address for Service 4900 WYANDOTTE STREET EAST
SUITE 200
WINDSOR, ONTARIO
N8Y 1H7

I, DAVID A. MADY, PRESIDENT, have the authority to bind the corporation

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

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Elvey Bernard Marshall	22 Queens Ave Leamington N8H 3G8	acting for Applicant(s)	Signed	2006 05 01
Tel	519-326-4415			
Fax	5193261844			

Submitted By

E B MARSHALL LAW OFFICE	22 Queens Ave Leamington N8H 3G8		2006 05 01
Tel	519-326-4415		
Fax	5193261844		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number**Applicant Client File Number :** 06-360

BETWEEN:

of the Town of Essex, County of Essex

Hereinafter called the "Owner"

OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF ESSEX

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS an application has been made by the Owner for approval of a Plan of Subdivision for residential purposes within the limits of the Town.

WHEREAS an approval of the draft Plan of Subdivision was approved by the County of Essex on the 16th day of February, 2006 in file No. 37-T-04012, a copy of which is on file with the Clerk of the Town.

AND WHEREAS the Town has accepted the proposal for a Plan of Subdivision and supports the creation of residential lots to be registered with the local Land Registry Office;

AND WHEREAS the draft approval applies to the draft plan prepared under the supervision of Hal Kersey, MCIP, RPP as certified by Andrew Mantha, O.L.S. dated November 24, 2004 (revised January 9, 2006) showing a total of 23 blocks with 18 blocks for residential use, 1 block for stormwater management facilities and parkland, 1 block for parkland and 3 blocks for 0.3 metre reserves.

AND WHEREAS the lands comprising the proposed Plan of Development, a copy of which Plan (hereinafter called the "Plans") is filed with the Clerk of the Town, including a Reference Plan on which the lands are more particularly described in Schedule "A" attached hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforementioned premises and in consideration of the sum of Five Dollars (\$5.00) now paid by the Owner to the Town (the receipt whereof is hereby expressly acknowledged) the parties hereto covenant and agree one with the other as follows:



SCOPE OF AGREEMENT

1. Owner agrees to complete at their own expense, and in a good and workmanlike manner, all the municipal services as hereinafter set forth to the entire satisfaction of the Town and to complete, perform or make payment for such other matters as may be provided for herein.

CONSULTING ENGINEER

2. The Owner shall employ, at the Owners' expense, a consulting engineer registered with the Professional Engineers of Ontario:
 - a) To design and submit to the Town engineering drawings of;
 - b) To prepare any contracts necessary for the construction of;
 - c) To obtain from municipal, provincial and federal authorities any approvals necessary for;
 - d) To submit to the Town, prior to the commencement of construction, a report showing existing elevations, proposed new elevations and the proposed method of drainage of the lands serviced by;
 - e) To have a stormwater management plan prepared to the satisfaction of the Town, the Essex Region Conservation Authority, the Ministry of Environment and the Ministry of Transportation..
 - f) To construct, inspect and supervise the construction and maintenance of the required work. The consulting engineer shall notify the Town's engineer or representative of the Town's engineer in order to insure that the Town's engineer or a representative of the Town's engineer may be on site when construction of any works is proceeding.
 - g) To maintain all records of construction of and to prepare all reports with respect to soil conditions required for;
 - h) To submit to the Town all required "as built" details, elevations and drawings of;
 - i) To be responsible for the co-ordination of;
 - j) To visit the site of the said works as required by the Town for any reason related to; all services and other matters required under this Agreement.
3. The Town at its option may retain:
 - i) A Professional Engineer registered by the Professional Engineers of Ontario to review all plans, specifications, engineering documents, contracts, details, elevations and any other relevant information, including the provision of inspection services if required.
 - ii) A Public Works Director to inspect the construction, repair and maintenance of the services and/or monitoring of the supervision of the construction, repair and maintenance of all services required under this Agreement; and

The fees, expenses and charges of the Professional Engineer and/or Public Works Director shall be payable by the Owner to the Town upon demand. The Engineer's charge with

respect to the services provided shall be in accordance with the hourly rate normally applicable in the engineering profession for like work. The Public Works Director shall be paid upon hourly rates at the same rate that the Public Works Director is paid by the Town for the inspection of buildings.

4. SERVICES

The Owner shall supply, construct and install the following services, at the Owner's expense unless otherwise provided herein, in accordance with the terms of this Agreement.

(i) STORM AND SANITARY SEWERS

- a) The Owner shall construct and pay for a complete sanitary and storm sewer system or systems, including sanitary and storm connections to the street line and catchbasins and leads to service all the lands on the said plan of development and adjacent road allowances, as shown on the engineered plans which are on file with the Clerk for the Town (which plans are hereinafter called the "Plans"), maintain them including clearing the blockages until they are formally accepted by the Town. The Town may connect or authorize connection into them but such connection shall not constitute acceptance of the sewer system or systems by the Town. All sanitary sewer connections are to be 125 mm. diameter single connections and in no instance shall any "Y" connections be permitted. All sanitary sewer system construction and materials shall be according to the standard specifications and approval of the Ministry of the Environment and the Town.
- b) The storm sewer system shall include a professionally engineered drainage system to adequately drain the property and road allowance. Eavestrough down spouts are to be outletted to the yard of the lot and not into the storm sewage system unless the down spouts are located over a driveway in which case the down spout shall be required to discharge into the storm sewer.
- c) The Owner undertakes to conduct an engineering analysis to determine the effect of increase runoff due to the development of the site and to identify stormwater management measures as necessary to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm to the satisfaction of the Town and the Essex Region Conservation Authority.
- d) The Owner shall conduct regular inspections every two weeks and after each sizeable storm event of all sediment and erosion control measures incorporated into this Plan of Subdivision and maintain an inspection log which shall be made available for review by the Town, the Ministry of the Environment and the Essex Region Conservation Authority upon request. 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 Town or until site construction conditions warrant cessation of the visits.
- e) The Storm Water Management Works associated with this plan of subdivision will require



approval under the Ontario Water Resources Act and not under the Drainage Act and any environmental protection measure recommended in the Storm Water Management Plan that is not capable of being addressed under the Ontario Water Resources Act shall be implemented through the provisions of this agreement.

- f) The Chief Building Official may, if necessary, require a sewage ejector system to be installed in each basement as approved by the Chief Building Official of the Town or such other person as may be designated by the Town. This requirement may be included in any agreement of purchase and sale entered into between the Owner and any subsequent owners on title.
- g) The Owner agrees to gratuitously convey to the Town Block 19 once the same has been accepted by the Town as part of the Storm Water Management System.
- h) The Owner shall prepare a landscaping plan to the satisfaction of the Town for Block 19 and the Owner shall implement the plan at the Owner's expense.

(ii) REAR YARD DRAINAGE

- a) Rear yard drainage and catch basins shall be provided in the locations and according to the specifications prescribed by the Owner's Engineer and approved by the Town. Rear yard drainage shall be installed contemporaneously with the construction of the dwellings. The requirements of rear yard drainage systems shall be included as an obligation to be assumed by the purchaser in the agreement of purchase and sale of the lands from the owner.
- b) The engineering drawings shall include a drainage contour plan. The Owner must ensure that when houses, townhouses and other structures are built upon the building lots, the drainage plan is adhered to.

(iii) WATERMAINS

- (a) The owner shall be required to install watermains, services valves, valve chambers, fittings, blowoffs, hydrants, service connections and other appurtenances, the location of which is indicated on the said "Plans". All watermain construction and materials shall be according to the standard specifications of the Town, and to the satisfaction and approval of the Town and the Ministry of the Environment.
- (b) Inauguration or extension of a piped water supply is subject to the approval of the Ministry of the Environment under Section 23 and Section 24 of the Ontario Water Resources Act.

(iv) WATER SERVICE CONNECTIONS

- a) Unless otherwise arranged with the Town, the owner shall install the Town's portion of every water service connection, namely the portion that extends from the watermain to the side limit of the road allowance.



- b) Before any water services are constructed on any particular street, the owner shall complete the watermains on that street and subject the watermains to the tests required by the standard specifications of the Town.
- c) Water services connections shall be constructed under the supervision of the Town of Essex Water Department and in compliance with the standard specifications of the Town and the then current by-laws, rules and regulations.
- d) All water connections are to be Type K copper 3/4" diameter single connections and in no instance shall "Y" connections be permitted.

(v) ROADWAYS AND SIGNAGE

a) ROADS - ROUGH GRADE

The Owner shall, if required by the Town or its Engineer; construct to rough grade the grades as shown on the "Plans", all road allowances as shown on the said Plans prior to the installation or construction of the relevant municipal services provided for herein.

b) ROADS - PAVED

The Owner shall construct pavement on all the roads as shown on the Plans and it shall maintain them until they are formally accepted by the Town. Roadways shall have a paved surface width as shown on the said Plans. The roads shall conform to the grades shown on the said Plans hereto. The said roads, when formally accepted by the Town, shall be conveyed to the Town gratuitously.

c) CHANGE OF ROAD GRADE

When, in the written opinion of the Town, it is necessary to change the grade of existing Town roads adjacent to or abutting the said plan of development, the Owner shall grade the roads to sub-grade, in the manner and at the time stipulated by the Town in accordance with the specification of the Town.

d) CURBS AND GUTTERS

The Owner shall construct curbs and gutters as shown on the "Plans" and shall maintain them until they are formally accepted by the Town.

e) DEAD ENDS AND OPEN SIDES

Any dead ends and open sides of road allowances created shall be terminated in 0.3 metre reserves to be conveyed to, and held in trust, by the Town.

f) ROAD SIGNAGE

The Owner shall provide and erect on the said lands all street and traffic signs required and approved by the Town. Every such sign shall be in conformity with the then current

standards designed for such type of sign on the highways of the Town and all street names must be approved by the Town. The Owner shall also provide and erect at its own costs, temporary street signs at locations designated by the Town.

g) INSPECTION OF WORK

All watermain, sewer, drainage works, road and curb work shall be constructed and installed under the full time observation of Inspectors employed by the Owner.

h) COUNTY TRAFFIC STUDY

(i) The Owner shall implement, at its sole expense, the recommendations of the Traffic Impact Study conducted by F.R. Berry & Associated (February 2004) to the satisfaction of the Town, the Ministry of Transportation and the County of Essex.

(ii) The Owner agrees to obtain from the County of Essex all necessary permits for the construction of any road intersections.

(iii) The Owner agrees to construct the said intersections according to the County of Essex specifications as shown on Plans to be prepared by the consulting engineer retained by the Owner which plans shall be approved by the County of Essex including any concerns of the County of Essex regarding visibility.

(iv) The Owner agrees to convey, when requested to do so, to the authority having the jurisdiction over Maidstone Avenue West road allowance, a 40 foot by 40 foot daylight corner to provide for future road improvements at the northwest corner of the intersection of County Road 8 and Street "A" as shown on the said "Plans".

(v) The Owner agrees to pay for all new signage and pavement markings on County Road 18 which new signage and pavement markings will be supplied and installed by the County of Essex.

i) The Owner agrees to install, at its own expense, a roadway in accordance with the provisions of the Development Standards Manual of the Town for the extension of street "D", west of Street "A" to the easterly boundary of the lands presently occupied by the Canadian Tire Store.

j) The Owner agrees to install, at its own expense, a roadway in accordance with the provisions of the Development Standards Manual of the Town for the extension of street "I" to the intersection of Street "I" with Bell Avenue.

(vi) HYDRO SERVICE

(a) The Owner shall make satisfactory arrangements with E.L.K. Energy Inc. to provide for the installation of all power supply lines, pad mounted above-ground transformers and power distribution equipment. The Owner shall provide for the design of the system and shall engage the consulting engineer and contractor to install same. The cost of any relocation or revisions to E.L.K. Energy Inc. facilities which are necessary to accommodate the development of the subdivision will be borne either by E.L.K. Energy Inc. or by the Owner.

- (b) Any existing easement rights in favour of E.L.K. Energy Inc. are to be respected.
- (c) The Owner shall verify with E.L.K. Energy Inc. if any low voltage distribution lines may be affected by this development.
- (d) All hydro services shall be installed in accordance with the requirements of the Town's Development Standards Manual.

(vii) **STREETLIGHTS**

- (a) The Owner shall make satisfactory arrangements with E.L.K. Energy Inc. to provide for all streetlights to be installed on the plan of development. All street lights shall be constructed in accordance with the requirements of E.L.K. Energy Inc. and the Development Standards Manual requirements of the Town.

(viii) **TELEPHONE SERVICE**

The Owner shall make satisfactory arrangements with Bell Canada to provide for a buried or underground telephone service for this development and for the granting of easements required therefore and should any conflict arise with the existing Bell Canada facilities or easements the owners shall be responsible for the re-alignment or relocation. The Owner shall provide to the Town upon demand, confirmation from Bell Canada that such arrangements have been made.

(ix) **GAS SERVICE**

The Owner shall make satisfactory arrangements with UnionGas to provide for a buried or underground gas service for this development and for the granting of easements required therefore. The Owner shall provide to the Town upon demand, confirmation from Union Gas that such arrangements have been made.

(x) **CABLE T.V. SERVICE**

The Owner shall allow a buried or underground cable television service for this development and provide for the granting of easements, if required, therefore. The cable company will be responsible for the provision of all labour, material and other expenses to supply and maintain the cable television service.

(xi) **SUPER MAILBOX**

The Owner shall make satisfactory arrangements with Canada Post to provide for a Super Mailbox located to the satisfaction of Canada Post. The Owner shall provide to the Town upon demand confirmation from Canada Post that such arrangements have been made.

(xii) **EASEMENTS**

The Owner agrees to transfer to the Town and the appropriate utility authorities any and all easements as required to service the lands including, but so as not to restrict the generality of the foregoing for drainage purposes.

(xiii) **WATER SUPPLY EXTENSIONS**

The owner acknowledges that the 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 Sections 23 and 24 of the Ontario Water Resources Act RSO 1980.

(xiv) NOISE IMPACT STUDY

The Owner undertakes and agrees to implement the recommendations of the noise impact study conducted by Spaarg Engineering Ltd. (October 11, 2005) as required by the Town, including the imposition of any required notices on title.

5. DUMPING AND REMOVAL OF DEBRIS OR FILL

The Owner agrees neither to dump nor to permit to be dumped any fill or other debris on nor to remove nor to permit to be removed any fill from any lands, other than for the actual construction of the roads in or abutting the said lands, without the written consent of the Town.

6. VACATED LOTS

The Owner and subsequent owners of the lots upon which no buildings have been erected shall keep the grass and weeds cut. In the event that the Owner or subsequent owners fail to do so, the Town shall have the right to enter on the lot and perform such work. The reasonable costs shall be a debt owed to the Town by the Owner of the lot at the time that such work is performed and shall be a lien on the lot. As security for the payment to the Town for performing the work of cutting the grass or cutting the weeds, the Owner undertakes and agrees to deposit with the Town the sum of \$3,000.00.

7. DRIVEWAY APPROACHES

- (a) The Town expressly reserves the right to determine the location of each and every driveway approach and curb cut in the subdivision.
- (b) All driveway approaches must be constructed, at the option of the Owner, of concrete, asphalt or interlocking brick.
- (c) The Town and the Applicant acknowledge that included in the building permit application fees is a fee for the purposes of insuring that the driveway approaches (on the unopened portion of the road allowance) are completed to the satisfaction of the Town. These monies will be held in trust by the Town and if no driveway approach is completed to the satisfaction of the Town within two (2) years of the issuance of a building permit, then the Town, at its option, shall be at liberty to use these monies to complete the necessary driveway approaches. If the driveway approaches are constructed within the two (2) year period, then the monies shall be refunded to the applicant for the building permit.

8. PARKLAND DEDICATION AND DEVELOPMENT CHARGES

- (i) The Owner agrees to convey to the Town Block 20 on the draft Plan of Subdivision and prior to the conveyance the Owner shall grade and seed the said Block 20.
- (ii) Development charges shall be paid by the owner to the Town for all lots in the development



in accordance with the Development Charges By-Law existing at the date of the Application for the Building Permit. The owner agrees to include in the Agreement of Purchase and Sale a clause outlining all of the development charges related to the lands herein for which the owner shall be responsible.

9. SUPERVISION AND INSPECTION OF THE WORK

(i) The consulting engineer for the Owner shall supervise the works and conduct actual field inspections of the work carried out pursuant to this Agreement. In addition the Town may at its option conduct actual field inspections of the work carried out pursuant to this Agreement and for that purpose may designate the Town Public Works Director or such other person as may be designated by the Town.

(ii) The Owner shall provide and pay for all necessary testing and inspection services to guarantee and control the quality of the workmanship and materials used in the work. Copies of all tests and certificates required by the Town shall be provided by the owner upon demand at their sole expense.

10. ESSEX REGION CONSERVATION AUTHORITY PERMIT

(a) Prior to any construction or site alteration, including changes to the Rush Drain, the Owner shall obtain from the Essex Region Conservation Authority any and all permits required. In accordance with Ontario Regulation 147/90 as amended by Ontario Regulation 535/91 the Essex Region Conservation Authority's "fill, construction and alteration to waterways" regulations, the owner is required to obtain a permit from the Essex Region Conservation Authority prior to any new construction activities on the lands herein.

(b) The Owner shall convey to the Town an easement over the rear 20 feet of the lots comprising Block 16 which lands abut the relocated Rush Drain for the purpose of the Town maintaining, improving or reconstructing the said Rush Drain. The Owner agrees to include as a condition of the Agreement of Purchase and Sale for any of the lots located in Block 16 notification of the 20 feet easement along the rear of the said lots for the purposes of maintaining, constructing and/or reconstructing the Rush Drain.

11. PERFORMANCE SECURITY

(i) So as to assure the performance by the Owner of the terms and provisions of this Agreement the Owner shall deposit, prior to the commencement of the installation of services, with the Town:

- (a) Cash or a letter of credit for 50% of the value of the development; or
- (b) Cash or letter of credit for 25% of the value of the development, plus a subdivision bond for the full value of the development.

Any and all interest earned on any cash deposit will be returned to the owner upon release of the Performance Security by the Town.

(ii) It is the intent herein that if the Owner shall fail in the performance of the terms and conditions of this agreement then the Town:

- (a) may require the person or corporation issuing the letter of credit to pay the proceeds of the letter of credit to the Town and the Town will fulfill the terms and conditions in respect of which the owner is in default; or
- (b) may require the person or corporation issuing the subdivision bond to fulfill the terms and conditions in respect of which the Owner is in default; or
- (c) may fulfill the terms and conditions in respect of which the Owner is in default by utilizing the cash on deposit.

It is also the intent herein that if the Owner shall fail in the performance of any of the terms and conditions of this agreement the Town, at its option, may refuse to grant to the Owner any permission, certificate, approvals or authorities of any kind or nature which the Owner, had the Owner otherwise complied with the Town's requirements, and this Agreement, would have been entitled to receive and may continue to so refuse until the Town is satisfied that any default in question has been cured.

(iii) The said amount of the cash, letter of credit, or subdivision bond shall be based upon the contract or contracts mentioned in paragraph 15 hereof, unless such construction shall be carried out by the Owner in which event the cost shall be estimated by the Owner's engineer and shall be approved by the Town.

(iv) The cash deposit, letter of credit or subdivision bond may be reduced to the extent of the value of the work remaining as certified by the owner's engineer and agreed to by the Town.

(v) No security shall be released until the Owner has filed the security in accordance with paragraph 14 hereof, covering the services in respect of which such security was deposited.

12. INDEMNITY AND INSURANCE

Until the Town acknowledges in writing that it assumes the services herein referred to the owner shall indemnify and save the Town harmless against all actions, claims, loss, damage and liability connected with the installation of the services contemplated herein arising directly or indirectly out of the negligent or unlawful performance or the non-performance of any obligation of the owner under this Agreement.

While any of the works herein have not been accepted and assumed by the Town, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in forms and amounts satisfactory to the Town Solicitor wherein the owner and the Town shall be insured as principals against such liability to the limits of such policy. The Owner shall provide the Town with a certified copy of such policy prior to the commencement of constructing any of the works referred to herein.



13. ACCEPTANCE OF WORK

- (i) The performance by the Owner of its obligations under this Agreement to the satisfaction of the Town shall be a condition precedent to the acceptance by the Town of services and works required herein.
- (ii) After the works have been installed by the owner and certified by the engineer of the owner to have been installed according to the plans and specifications and after they have been inspected by the Town and deficiencies, if any, corrected the above mentioned work shall be accepted by the Town and the period of twelve months maintenance by the Owner shall commence. At the end of the twelve month maintenance period and after any repairs or deficiencies have been corrected as the result of the use of the works during the twelve month maintenance period, the work as outlined above shall be finally assumed by the Town.
- (iii) Upon applying for final assumption of the development, the Owner shall supply the Town with a Statutory Declaration that all accounts for work and materials have been paid, except normal guaranty holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the development.
- (iv) No sewers will be finally assumed until they have been cleaned and inspected with video cameras and the videos provided to the Town for their approval.

14. MAINTENANCE SECURITY

The Owner shall be responsible for all materials, equipment and work until all construction and installation has been completed as aforesaid, and upon such acceptance thereof by the Town, the Owner shall deliver to the Town:

- (a) Cash or letter of credit for twenty-five percent (25%) of the value of the development; or
- (b) Cash or letter of credit for twelve and one-half percent (12.5%) of the value of the development plus a maintenance bond for fifty percent (50%) of the value of the development;

Upon final inspection, after the one year maintenance period has expired, and all deficiencies have been rectified, the balance of the security will be refunded.

Any and all interest earned on any cash deposit will be returned to the Owner upon release of the maintenance security by the Town.

In the event that the Owner fails to rectify any and all deficiencies the Town:

- (a) may require the person or corporation issuing the letter of credit to pay the proceeds of the letter of credit to the Town and the Town will rectify the deficiencies; or
- (b) may require the person or corporation issuing the maintenance bond to fulfill the terms and conditions with respect to the deficiencies outstanding; or
- (c) may rectify the deficiencies by utilizing the cash on deposit.



15. TENDERS

In the event that the Owner shall call for tenders for any of the work required herein, such tenders shall be called on the basis of the specifications prescribed under this Agreement and the owner shall provide the Town with a copy of the accepted tender and an executed copy of the contract let to each successful tenderer for any such work.

16. BUILDING PERMIT

No building permit will be issued for any building until such time as storm sewers, storm drainage, sanitary sewers, water connections and hydro services have been installed.

17. GENERAL

The Owner shall repair forthwith, at its own expense, any damage done by its servants, agents, contractors or sub-contractors to any land or property of the Town during the course of or arising in any way out of the construction of the installation of the work required under this Agreement.

18. SIDEWALKS & BUS STOPS

The Owner shall install, at its own expense, sidewalks in accordance with the Town's Development Standards Manual. The Owner shall construct, at its own expense, sidewalks or a hard surface pad separated from the traveled portion of any road allowance to the satisfaction of the Greater Essex County District School Board in order to facilitate bus stops and student safety.

19. TREES

The Owner shall plant, at its own expense, one tree per lot in accordance with the provisions of the Town's Development Standards Manual.

20. ELEMENTARY/SECONDARY SCHOOLS

The Greater Essex County District School Board and The Windsor/Essex Catholic District School Board shall require a copy of a fully executed Subdivision Agreement between the owner and the Town, in wording acceptable to the Greater Essex County District School Board and The Windsor/Essex Catholic District School Board requiring the owner to include as a condition of the Agreement of Purchase and Sale notice to the purchasers of the lots that students may not be able to attend the closest elementary/secondary school and could be bused to a distant school with available capacity and that the present existence of such a school is not a guarantee of its future availability.



21. ROAD ALLOWANCES

The Owner and the Town agree that all road allowances included in the draft plan of subdivision shall be shown and dedicated as public highways.

22. MINISTRY OF ENVIRONMENT

The Owner acknowledges that the Ministry of Environment's review of the subdivision did not include any ground water, soil or soil atmosphere testing to fully discount the possibility that waste materials and/or contaminants are present within or in close proximity to this subdivision. If either the Town or the Owner require this assurance before proceeding any further with the Plan of Subdivision consultants should be engaged to conduct the necessary investigations. The Ministry 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 the Minister.

23. PHASING

In the event that the lands herein are developed in phases, the Owner undertakes and agrees to receive the written consent of the Town prior to any development taking place in each phase.

24. REALTY TAX ARREARS

The Owner shall forthwith pay to the Town all tax arrears and current taxes due and unpaid charges against the subject lands up to the date hereto.

25. AGREEMENT REGISTRATION

The Owner agrees that this Agreement shall be registered by the solicitor for the Town upon the title to the lands within the Plan of Subdivision in accordance with Section 51 (26) of the Planning Act, R.S.O. 1990. Chapter 13, prior to the registration of the Plan of Subdivision.

26. MUNICIPAL STREET NUMBERS AND NAMES

The Owner and/or its assignee shall request from the Town the designated street names and the allocation of municipal street numbers and hereby agree to inform any purchaser of a dwelling from the Owner of the correct municipal street number as so allocated. The owner further covenants and agrees to inform any purchaser of a serviced lot of the obligation of such purchaser to obtain allocation of municipal street number as aforesaid.

27. ASSIGNMENT

This Agreement is not assignable by the Owner (or any person claiming through or under the Owner) unless the assignee thereof shall first in writing covenant and agree with the Town to



assume the burdens and obligations imposed upon the owner under this Agreement and to undertake with the Town to observe and perform the obligations herein imposed upon the Owner.

28. BINDING AGREEMENT

This Agreement shall enure to the benefit of the Town and shall be binding upon the Owner and the respective heirs, executors, administrators, successors, subsequent purchasers of any portion of the lands herein and authorized assigns of the Owner.

29. SOLICITORS' FEES

The owner agrees to pay forthwith on demand all solicitors' fees and disbursements incurred by the Town on a solicitor and client basis in any way arising out of this agreement, including negotiations and preparations prior to the signing of the Agreement and work done subsequent to the signing of this Agreement.

30. PROVINCIAL OFFENCES ACT

Any person who violates any provisions of this agreement or causes or permits a violation shall be liable on conviction to a penalty exclusive of costs in accordance with the provisions of the Provincial Offences Act for each offence and every such penalty shall be recoverable under the provisions of the Provincial Offences Act.

31. The Owner shall not call into question, directly or indirectly in any proceeding whatsoever in law or in equity or before any administrator 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 action or proceeding as a complete and conclusive estoppel of any denial of such right.

32. Unless otherwise specified in this Agreement, any notices required under the provisions of this Agreement, shall be given by prepaid registered mail or by personal delivery to the following persons at the following addresses:

Town:
The Clerk
Corporation of the Town of Essex
33 Talbot Street South
Essex, Ontario
N8M 1A8

Owners:
ESSEX 143 JOINT VENTURE LTD.

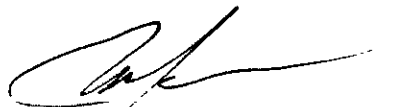


IN WITNESS WHEREOF each of the parties hereto has executed this Agreement under seal.


SIGNED, SEALED & DELIVERED)
In the presence of

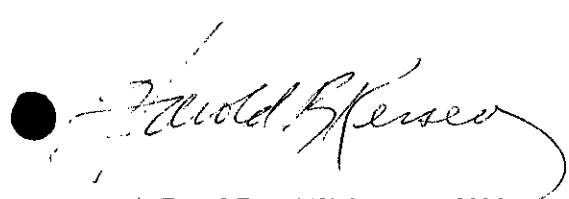
THE CORPORATION OF THE TOWN OF ESSEX

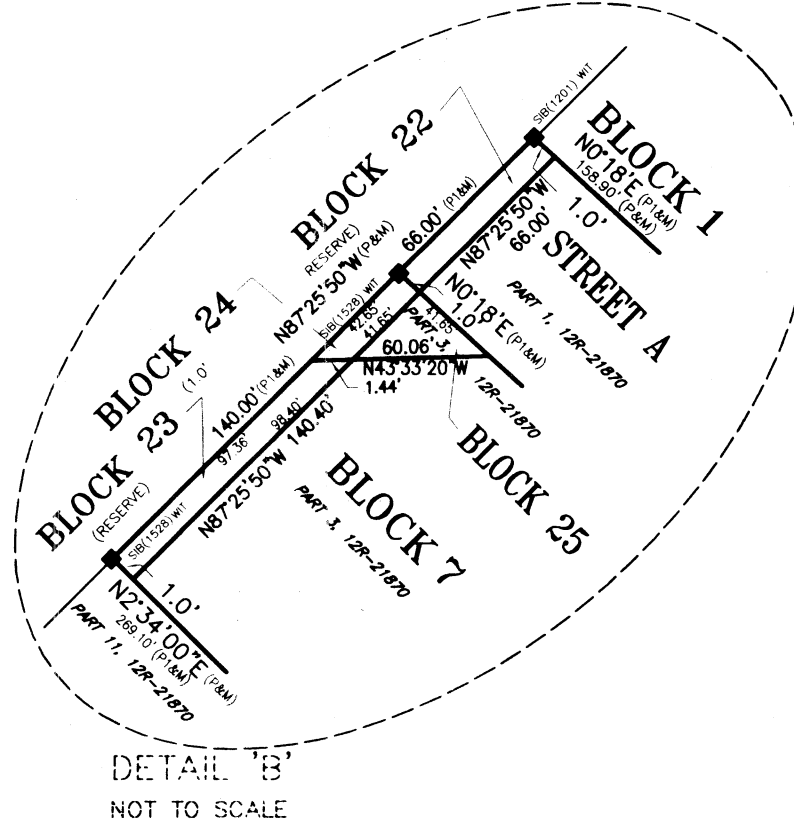
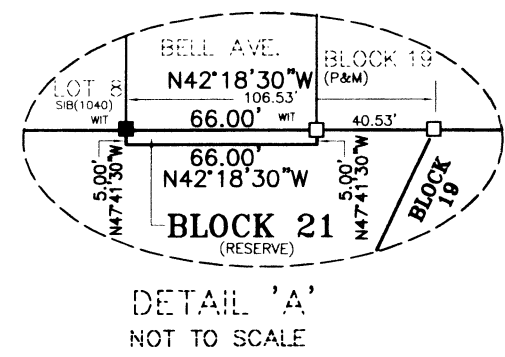
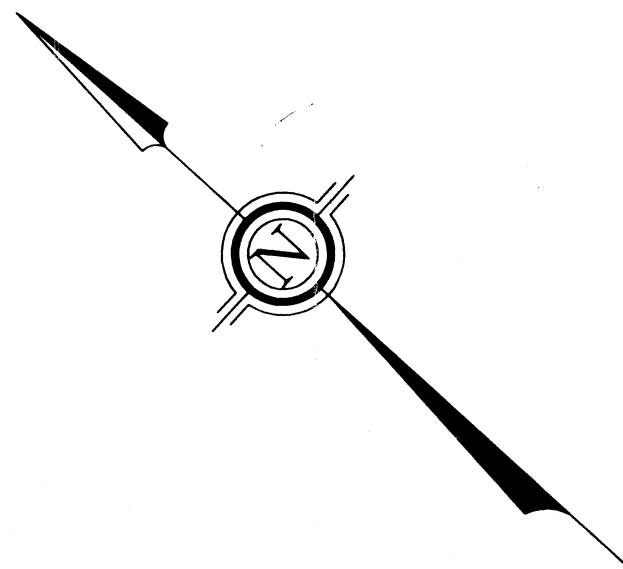

Ronald McDermott – Mayor


Jerry Marion, Clerk
We have authority to bind the Corporation

ESSEX 143 JOINT VENTURE LTD.


Per: David A. Mady - President
I have authority to bind the Corporation


b:/Essex3.Essex143jointventure.2006



NOTE: STREETS A, C, AND E AND BLOCKS 7 AND 8 ARE SUBJECT TO EASEMENT OVER PARTS 1 TO 7 (INCLUSIVE), PARTS 15, 16, 19, AND 21 PLAN 12R-21870 AS SET OUT IN INSTRUMENT CE79637
BLOCK 8 SUBJECT TO EASEMENT OVER PART 9, PLAN 12R-21183 AS SET OUT IN INSTRUMENTS CE79637 AND CE119430

APPROVED UNDER SECTION 51 (58) OF THE PLANNING ACT, RSO 1990, THIS 17th DAY OF OCTOBER 2006
ON BEHALF OF THE CORPORATION OF THE TOWN OF ESSEX

William J. King
Manager, Planning Services
County of Essex

PLAN 12M- 545
I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ESSEX (12) AT 9:32 O'CLOCK ON THE 14th DAY OF NOVEMBER 2006 AND ENTERED IN P.I.N. 75227 0211
AND REQUIRED CONSENTS AND AFFIDAVITS ARE REGISTERED AS PLAN DOCUMENT No. CE246570

JOANNE BAYLIS
ASSISTANT DEPUTY LAND REGISTRAR

THIS PLAN COMPRISES PART OF THE LANDS DESCRIBED BY P.I.N. 75227-0211

PLAN OF SUBDIVISION
OF
PART OF LOTS 284 AND 285
CONCESSION SOUTH OF TALBOT ROAD
IN THE GEOGRAPHIC TOWNSHIP OF COLCHESTER NORTH
TOWN OF ESSEX
COUNTY OF ESSEX, ONTARIO
CLARKE SURVEYORS INCORPORATED - 2006
SCALE : 1" = 200'

0 100.0' 200.0' 400.0' 600.0' 800.0' FEET

"IMPERIAL" DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON THE 08 DAY OF AUGUST, 2006

ROSS A. CLARKE
ONTARIO LAND SURVEYOR
for: CLARKE SURVEYORS INCORPORATED

OWNER'S CERTIFICATE -

THIS IS TO CERTIFY THAT:
1. BLOCKS 1 to 20 (inclusive), THE STREETS, NAMELY STREET A, STREET B, STREET C, STREET E, STREET F, STREET G, STREET H, AND STREET I, AND THE RESERVES NAMELY BLOCKS 21, 22 AND 23 HAVE BEEN LAID OUT IN THE ACCORDANCE WITH OUR INSTRUCTIONS.
2. THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF ESSEX AS PUBLIC HIGHWAYS.
DATE 9TH DAY OF AUGUST, 2006

ESSEX 143 JOINT VENTURE LTD.

WITNESS
DAVID A. MADDY
PRESIDENT
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

BEARING REFERENCE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE NORTHERN LIMIT OF PART 1, PLAN 12R-21183 SHOWN AS N73°13'55"E ON SAID PLAN.

NOTES

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET AND MARKED 1201
- SSIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RIB DENOTES ROUND IRON BAR
- CC DENOTES COT CROSS
- (OU) DENOTES ORIGIN UNKNOWN
- WIT. DENOTES WITNESS MONUMENT
- S/T DENOTES SUBJECT TO
- (1201) DENOTES ROSS A. CLARKE, O.L.S.
- (S/P) DENOTES SET BY PROPORTION
- (S) DENOTES SET
- (M) DENOTES MEASURED
- 1 DENOTES PERPENDICULAR DISTANCE
- (NTS) DENOTES NOT TO SCALE
- (P) DENOTES PLAN 12R-21183
- (P1) DENOTES PLAN 12R-21870

NOTE: ALL PLANTED BARS ARE SSIB'S UNLESS OTHERWISE NOTED
CAD DATE: 16/OCT/2006 4:09PM CAD FILE: 32972-09.DWG

CLARKE SURVEYORS INCORPORATED
www.clarkesurveyors.com
Established 1970

Ontario Land Surveyors
Consulting Surveyors
640 Victoria Avenue
Windsor, Ontario
N9A 4N2
Ph: (519) 258-4166
Fax: (519) 258-3874

ASSOCIATE COMPANY
MACKAY MACKAY & PETERS
L I M I T E D
Established 1908
BURLINGTON AND HAMILTON
ONTARIO

DRAWN BY: JS/AC/S.J.P.
CHECKED BY: KRB
JOB NO.: 32972-09
FILE: L-COLN.-S.T.R.-284
PLAN FILE: 1H-445

Schedule B: Essex Town Centre Development Phasing Plan



PHASE BOUNDARIES

DILLON CONSULTING LIMITED 3200 DEZEL DRIVE, SUITE 608, WINDSOR, ONTARIO, N9G 5G6. PHONE (519) 946-5000. FAX (519) 946-5064.
PLOT DATE: 2020-11-02 @ 8:53:49 AM. PLOT SCALE: 1:250. PLOT STYLE: DILLON-STANDARD.CTB

Conditions of Use

Verify elevations and/or dimensions on drawing prior to use.
Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.



6	FINAL TOWN OF ESSEX REVIEW WITH HYDRO CROSSINGS	APR 15/20	RM
5	FINAL TOWN OF ESSEX REVIEW	JAN 23/20	RM
4	MECP ECA REVIEW	NOV 04/19	RM
3	TOWN OF ESSEX REVIEW	OCT 17/19	RM
2	TOWN OF ESSEX REVIEW	AUG 12/19	RM
1	TOWN OF ESSEX REVIEW	APR 16/19	RM
No.	ISSUED FOR	DATE	BY

DESIGN	BRO / CKG	REVIEWED BY	RM
DRAWN	TKS	CHECKED BY	###
DATE	October 30, 2020		
SCALE	1:2500 (11x17) 1:1250 (22x34)		

ESSEX TOWN CENTRE DEVELOPMENT - PHASE 1

PROJECT NO.
17-6742

PHASING PLAN

SHEET NO.

C

Schedule C: Municipal Capital Facilities

1. Removal of existing watermain at Storm Water Management Pond;
2. Storm Sewer Construction, including installation of storm sewer drainage pipe and manholes;
3. Watermain Construction, including connections to existing mains, temporary backflow preventor and testing;
4. Storm Water Management Facility Construction, including excavation and grading of phase 1 interim pond;
5. Pump Station Construction, including pumps, piping, meters, valves and appurtenances, power supply and site work (including access road and driveway);
6. Street Construction;
7. Rush Drain Relocation;
8. Noise Reduction Barrer Fence; and
9. Engineering supervision.

Schedule D: Loan Schedule