

From: Frank
Sent: Tuesday, November 17, 2020 7:00 PM
To: Natalie Sharp <nsharp@lasalle.ca>
Cc:
Subject: FW: Nov 24, 2020 Council Meeting Notification

Hi Natalie

Here is the delegation request form filled out and I'm sending you the Development Agreement for our Subdivision

See page 10 section 3.12 of the agreement so council can view it.

Thanks
Frank & Elena Piccolo

Properties

PIN 70546 - 0418 LT ☒ Affects Part of Prop
Description LT 440 PL 1007 SANDWICH WEST; LT 441 PL 1007 SANDWICH WEST; BLK R PL
1007 SANDWICH WEST (PT ALLEY CLOSED BY R1119441); LASALLE
Address 2308 NORMANDY STREET
LASALLE

PIN 70546 - 0912 LT
Description PT LTS 437 TO 439, PL 1007 PT 7 12R19157 ; LASALLE
Address LASALLE

PIN 70546 - 0913 LT
Description PT LTS 437 TO 439 & PT BLK L (PT ALLEY CLOSED BY R644667) PL 1007 SANDWICH
WEST PTS 1,3,5, 12R19157 ; LASALLE ; S/T EASE R644667E ON PT 3 12R19157 ;
S/T EASE LT330564 ON PT 5 12R19157.
Address 2316 NORMANDY STREET
LASALLE

Consideration

Consideration \$1.00

Applicant(s)

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

Name THE CORPORATION OF THE TOWN OF LASALLE
Address for Service 5950 MALDEN ROAD
LASALLE, ON N9H 1S4

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

This document is being authorized by a municipal corporation MAYOR - K. ANTAYA AND CLERK - B. ANDREATTA.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Diane Catherine Mackenzie 310-176 University Ave. acting for Signed 2015 12 18
Windsor
N9A 5P1 Applicant(s)

Tel 519-258-1641

Fax 519-258-1725

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

Submitted By

BONDY, RILEY, KOSKI LLP 310-176 University Ave. 2015 12 18
Windsor
N9A 5P1

Tel 519-258-1641

Fax 519-258-1725

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

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

File Number

Applicant Client File Number : 188-694

THE CORPORATION OF THE TOWN OF LASALLE

DEVELOPER'S SEVERANCE AGREEMENT

BETWEEN

1912844 ONTARIO LIMITED

and

THE CORPORATION OF THE TOWN OF LASALLE

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THE CORPORATION OF THE TOWN OF LASALLE

DEVELOPER'S AGREEMENT

THIS AGREEMENT made this 15th day of December, 2015.

B E T W E E N:

1912844 ONTARIO LIMITED

hereinafter called **THE OWNERS**

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF LASALLE

hereinafter called **THE CORPORATION**

OF THE SECOND PART

WHEREAS an application has been made by the Owners for approval to develop two residential building lots within the limits of the Town of LaSalle on property that is municipally known as *2308 and 2316 Normandy Street*;

AND WHEREAS the lands comprising this development are more particularly described in *Schedule "A"* attached hereto (hereinafter called "the subject lands");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid mentioned premises and in consideration of the sum of five (\$5.00) Dollars now paid by the Owners to the Corporation (the receipt whereof is hereby expressly acknowledged) and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

1. REGISTRATION OF THE AGREEMENT

The Owners hereby consent to the registration of the within Agreement by the Corporation in the Land Registry Office for the County of Essex (No.12), which shall be

done at the sole expense of the Owners prior to any work being commenced pursuant to this Agreement.

2. PLANS

2.1 The Owners shall, at their own expense, retain the services of a Consulting Engineer having a certificate of authorization, and registered with the Association of Professional Engineers of Ontario, which Engineer shall be required to prepare the necessary Plans required by the provisions of this Agreement. The said Plans may be amended from time to time only with the approval of the Corporation.

2.2 The Owners and the Engineers employed by them shall have all Plans approved by the Corporation. The Owners hereby expressly acknowledge and agree that any review and/or approval by the Corporation of any plans of the Owners shall not be deemed to be an acceptance of liability by the Corporation in any way for the accuracy or integrity of the said Plans, nor shall it be deemed to constitute a waiver of any of the responsibility or liability of the Owners to comply with any and all requirements of any and all authorities having any jurisdiction with regard to this development, and the Owners hereby confirm they continue to be fully responsible for the overall design and integrity of any and all Plans made with regard to this development.

3. SERVICES

The Owners shall supply, at their own expense, all of the services hereinafter set forth, in accordance with the manner, location and design as shown in the approved Plans and otherwise in accordance with the terms of this Agreement. The approval of the Corporation shall be required for any plans and specifications for this development provided for by this Agreement.

3.1 STORM DRAINAGE

The Parties hereto acknowledge that based on previous servicing plans, it appears there are two storm sewer connections in front of 2316 Normandy Street, and one storm sewer connection in front of 2308 Normandy

Street. However, the Owners have elected not to confirm the existence of these connections or the exact location of these connections prior to the execution of this Agreement. The Owners' Engineer shall therefore be required to confirm, prior to the issuance of a building permit, the existence and exact location of the said connections, and the invert elevations thereof, which information shall be provided to the Corporation's Engineer for review and approval.

3.2 REAR YARD DRAINAGE

(a) Rear yard drainage shall be provided for each building lot in the location and according to the specifications prescribed by the Corporation. Rear yard drainage shall be installed contemporaneously with the construction of each dwelling. A separate rear yard drainage system, with a catch basin, shall be provided for each building lot. The Owners acknowledge and agree that no catch basin shall be installed on an easement. A permit shall be required for the rear yard drainage, which permit shall be obtained at the time of the issuance of the building permit for each building lot.

(b) The Owners acknowledge that the front, side and rear yard grades on each building lot shall have a minimum slope of 2% and a maximum slope of 4% from the walls of the dwelling to the respective lot lines. In the event the slope of the front, side or rear yard on any building lot does not comply with these requirements, the Owners shall be required to install architectural block retaining walls along the affected lot line(s). The said retaining walls shall be installed in the locations determined by and shall be completed to the satisfaction of the Corporation. The Owners acknowledge that a notice of the location of these retaining walls shall be included in any Agreement of Purchase and Sale to any prospective purchaser of the affected building lot.

The Owners herein acknowledge that it will in fact be necessary to install an architectural block retaining wall along at least part of the easterly limit of 2316 Normandy Street, which is also the easterly limit of Lot 437, Registered Plan 1017 in the location as

required by the Corporation to maintain the standard yard slopes referred to herein.

(c) The Owners shall, at their own expense, prepare a lot grading and rear yard drainage plan for each building lot to demonstrate how the required grades will be met, which plan shall be filed with the Corporation. The final elevations of all dwellings and other buildings, and the final lot grades relating thereto, shall conform to the lot grading and rear yard drainage plan filed for the lot. A Consulting Engineer, an Ontario Land Surveyor or a Certified Engineering Technologist shall certify or declare, upon completion of the construction of the dwelling and other buildings on the lot, that the said lot grading and rear yard drainage plan has been complied with. Until such time as the said certification or declaration has been received by the Corporation, a final inspection for the dwelling on the subject building lot shall not be granted.

3.3 SANITARY WASTE DISPOSAL

The Parties hereto acknowledge that based on previous servicing plans, it appears there is one sanitary sewer connection in front of 2316 Normandy Street, and one sanitary sewer connection in front of 2308 Normandy Street. However, the Owners have elected not to confirm the existence of these connections or the exact location of these connections prior to the execution of this Agreement. The Owners' Engineer shall therefore be required to confirm, prior to the issuance of a building permit, the existence and exact location of the said connections, and the invert elevations thereof, which information shall be provided to the Corporation's Engineer for review and approval.

3.4 WATER SERVICE

The Parties hereto acknowledge that based on previous servicing plans, it appears there is one water service in front of 2316 Normandy Street, and one water service in front of 2308 Normandy Street. However, the Owners have elected not to confirm the existence of these connections or the exact location of these services prior to the execution of this Agreement. The Owners'

Engineer shall therefore be required to confirm, prior to the issuance of a building permit, the existence and exact location of the said services, which information shall be provided to the Corporation's Engineer for review and approval.

In the event a water service is not available for either one or both of these building lots, the Owners shall be required to make an application to the Corporation for the installation of the necessary water service, to obtain a permit from the Corporation with regard to the said service, and to pay any and all charges, levies and/or rates to the Corporation as may be required for the said permit, connection to and use of the water service.

3.5 LOCATION OF SERVICES

The parties hereto acknowledge that while the subject lands may already have existing services available for the lands described on **Schedule "A"** attached hereto, it is not clear to the Corporation as to the exact location of the existing services with regard to the boundary limits of the two building lots on the subject lands. The Owners therefore shall provide to the Corporation evidence of the exact location of the existing services that are intended by the Owners to be used to service the two building lots on the subject lands. In the event it becomes evident that the existing services do not lie within the boundary limits of each building lot, the Owners hereby agree to relocate the existing services to a point within the limits of each building lot on the subject lands, which relocation shall be completed to the specifications and satisfaction of the Corporation.

3.6 DRIVEWAYS AND DRIVEWAY APPROACHES

The Owners acknowledge that only one driveway access to Normandy Street shall be permitted for 2308 Normandy Street, with a driveway approach for the said access being limited to a maximum width of 6.1 metres. No access shall be permitted to the new flankage street to be constructed of the west side of 2308 Normandy Street.

In the event a single driveway access is constructed for 2316 Normandy Street, that portion of the residential driveway and its approach

constructed on any part of the Normandy Street road allowance shall be constructed to a maximum width of 6.1 metres. In the event a horseshoe driveway is constructed, those portions of the residential driveway and its approaches constructed on any part of the Normandy Street road allowance shall be constructed to a maximum width of 3.6 metres. In the event the Owners wish to construct a driveway approach of a larger or smaller size than as required herein, the Owners must obtain the prior written approval of the Corporation to do so.

Driveway approaches shall consist of 250 mm Granular "A" stone base, with a hard surface of concrete from the back of the curb to the property line.

The Owners acknowledge that the design and other specifications of a driveway approach are at the discretion of the Owners, and further that the Corporation does not provide any inspection service for any such approach.

The Owners acknowledge that upon the execution of this Agreement, a separate non-refundable contribution in the amount of **\$200.00** (\$100.00 for each dwelling unit) shall be required to be paid to the Corporation by way of cash or certified cheque with regard to the construction of the driveway approaches. The Owners acknowledge that the non-refundable contribution shall be retained by the Corporation in a maintenance reserve, which funds shall be used by the Corporation for the repair of any driveway approach that may be adversely affected at such time as the services constructed underneath the said driveway approach are in need of maintenance or repair.

The Owners further acknowledge that in the event repairs are required to be made by the Corporation to any of the services constructed under the said driveway approach, the Corporation shall only be required to repair that portion of a driveway approach as may be deemed necessary or appropriate by the Corporation's Engineer. The Owners acknowledge and agree that the Corporation shall not be required to perform any repairs until weather conditions are appropriate, or to repair or replace an entire driveway approach or any portion of a driveway on the building lot merely to ensure consistency in either texture or color or with a surface other than plain concrete. In the event the registered owner of the subject lands from time to time wishes to have a

driveway approach repaired and/or replaced with a surface other than the plain concrete surface, the Corporation may agree to replace and/or repair the said driveway approach with such a surface on the condition the said registered owner pays for any and all costs that may be incurred by the Corporation with regard to the installation of the said finished surface.

Curb cuts shall not exceed the width of the driveway approach to be constructed. In the event the Owners have obtained permission from the Corporation's Engineer to construct a driveway approach larger or smaller than the standard requirement of the Corporation, the curb cuts to be made for that driveway approach, including tapers, shall not exceed the width of the said driveway as approved by the Corporation's Engineer. Curb cuts are to be made by use of an approved curb-cutting machine only.

It is understood and agreed that under no circumstances will the Owners be permitted to install a new residential driveway approach or curb cut within the corner radii of the curb constructed in the area of the southwest corner of Lot 441, being part of 2308 Normandy Street.

3.7 LANDSCAPING AND STREET TREES

The Owners shall landscape that portion of the Normandy Street road allowance lying between the front lot line of the subject lands and the paved or travelled portion of Normandy Street.

The Owners acknowledge that the said landscaping shall include the planting of one street tree for every 9.14 metres as shown on the approved Plans, which trees shall be planted within 2.4 metres of the curb. All trees to be planted shall be of a minimum size of 62.5 mm calliper, and of a minimum of four different species that have been approved by the Corporation. The Owners shall be required to obtain approval of the Corporation as to the type, size and location of the street trees.

The Owners shall pay to the Corporation, upon the execution of this Agreement, by way of cash or certified cheque, a security in the amount of **\$1,000.00** (\$500.00 per residential unit), which security will be held by the Corporation until such time as all of the driveway approaches and street trees required to be installed in this development have been completed. In the event

the Owners fail to construct the driveway approaches and install the street trees as required in this Agreement, the Corporation may use this security or any portion thereof to complete the construction of the driveway approaches and/or the installation of the street trees. The balance of this security not used by the Corporation in this regard, if any, may be refunded to the Owners herein in accordance with provisions of paragraph 8.11 (Return of Security) of this Agreement.

The Owners acknowledge that the ownership of these trees shall remain in the Corporation, and the approval of the Corporation shall be required prior to any maintenance or removal of any tree by any person other than the Corporation. The Owners shall be required to maintain and/or replace these trees and other landscaping, at their own expense, for a period of 2 years from the date of planting.

The Owners herein acknowledge that the provisions of this paragraph will be of interest to the registered owner of any building lot, and as a result the Owners, their successors in title and assigns hereby agree to include in any Agreement of Purchase and Sale they may enter into for the sale of the subject lands, a special clause regarding this matter so as to specifically direct the attention of any third party purchaser to the provisions of this paragraph.

3.8 ELECTRICAL DISTRIBUTION SYSTEM

The Owners shall, at their own expense, make satisfactory arrangements with Essex Powerlines Corporation ("E.P.C") to provide for an electrical distribution system for the subject lands. The Owners acknowledge that E.P.C. shall be the approval agency for the design and type of power supply for the subject lands, and that all plans and specifications shall be approved by E.P.C. prior to construction. The Owners shall provide to the Corporation confirmation from E.P.C. that such approvals have been obtained.

3.9 SPECIAL SERVICING REQUIREMENTS

The construction of all buildings and structures on the subject lands shall conform to the following requirements:

- (a) Roof or rain water leaders from any building shall be discharged into the 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 in accordance with the provisions of the *Ontario Building Code*.
- (d) A lot grading plan showing existing and proposed elevations shall be included with the application for the building permit. Rear yard drainage shall be provided for each building lot in the location and according to the design as shown on an approved lot grading plan. The Owners shall certify, upon completion of the works, that the lot grades are in accordance with the lot grading plan.
- (e) All sanitary and storm sewer connections at the property line must be set so that the springlines are equal to or above the elevation of the maximum hydraulic grade line taking into consideration the outlet conditions.

3.10 **SERVICES DRAWINGS**

- (a) The Owners shall also provide to the Chief Building Official of the Corporation a drawing prepared for the building lot showing the services and elevations for same, making specific reference to the following:
 - (1) A reference elevation for each drawing;
 - (2) Final surface elevations;
 - (3) Grade line elevations of structures;
 - (4) Rear yard drainage and swale elevations;
 - (5) Sump pump discharge elevations such that no backup from storm sewers will be encountered;
 - (6) Sanitary sewer, storm sewer and basement elevations such that no backup from sanitary or storm sewers will be encountered relevant to the hydraulic grade line of the respective sewer systems;

(7) All sewer clean outs located within the driveway area shall be brought to the finished driveway grade prior to the installation of the hard surface and shall be completed with a cast iron cap to the satisfaction of the Corporation;

(8) The GPS co-ordinates of all water shut offs and sewer clean outs referred to in subparagraph (7) above; and

(9) The municipal address of the property.

(b) The drawings referred to above shall be deemed to be included as a part of this Agreement, and shall be deposited with the Chief Building Official of the Corporation for inspection.

3.11 OTHER SERVICES

(a) The Owners shall, at their own expense, make the necessary arrangements with any company or entity that has entered into an appropriate agreement with the Corporation to provide telecommunications services, cable service, and any other provider of services required for this development. The Owners shall provide to the Corporation, upon demand, confirmation from any one or more of these service providers that satisfactory arrangements have been made for the servicing of this development.

(b) In the event any above-ground services are to be constructed or installed in this development, it is the obligation of the Owners herein to inform prospective purchasers of either building lot of the locations of the various works or facilities to be used in the provision of the said above-ground services. Without limiting the generality of the foregoing, the various works or facilities referred to herein shall include "super mail boxes," cable pedestals, poles for hydro and other services, light poles, fire hydrants, hydro transformers, telecommunication pedestals and venting pipes.

3.12 SIDEWALKS

(a) The parties hereto acknowledge that Normandy Street is designated as a collector road by the Corporation. The parties further

acknowledge that at the time of the execution of this Agreement, it is the current policy of the Corporation to require the construction of a sidewalk on only one of side of a collector road. In light of the fact that a sidewalk has been constructed along the south side of Normandy Street, it is acknowledged that no sidewalk is required to be constructed along the subject lands.

(b) The Parties hereto acknowledge that a new residential development to the north of these two building lots is intended to be constructed by the Owners herein at some future time. At such time as that development proceeds, the Owners herein will be required to construct a sidewalk on the east side of the new roadway to be constructed to the west of 2308 Normandy Street. As the location of a new sidewalk to be constructed at some future time will be of interest to subsequent registered owners of 2308 Normandy Street, the Owners, their successors in title and assigns hereby agree to include in any Agreement of Purchase and Sale they may enter into for the sale 2308 Normandy Street a special clause regarding the intentions to construct a new sidewalk in this location, so as to specifically direct the attention of any third party purchaser of this property to the provisions of this paragraph.

3.13 AVAILABILITY OF SCHOOLS

The parties hereto acknowledge that the Corporation has been advised by the Greater Essex County District School Board and the Windsor-Essex Catholic District School Board that there may not be an elementary and/or secondary school available in the area of the subject lands, and any students for either School Board that may reside on any of the lands described on **Schedule "A"** attached hereto may be bused to the next available school. In addition, the said School Boards have advised that the present existence of such a school in the area of this development is not a guarantee of the future availability of that school, and the busing of students to other school sites may be required due to future circumstances.

The Owners acknowledge that the provisions of this paragraph may be of interest to any purchaser of the subject lands. As a result the Owners, their heirs, estate trustees, successors in title and assigns, hereby agree to include in any Agreement of Purchase and Sale they may enter into for the sale of the subject lands to a third party purchaser, a special clause regarding this matter so as to specifically direct the attention of any third party purchaser to the provisions of this paragraph.

3.14 SPECIAL CLAUSES IN OFFERS TO PURCHASE

The Owners herein acknowledge that the provisions of this Agreement require the Owners to include special clauses in Agreements of Purchase and Sale relating to the building lots within this development. In that regard, the Owners acknowledge that the following matters shall be included as special clauses in the said Agreements of Purchase and Sale:

- (a) the location of retaining walls that are required to be installed pursuant to the provisions of paragraph 3.2(b) of this Agreement;
- (b) the restrictions on driveway access to 2308 Normandy Street, in accordance with the provisions of paragraph 3.6 of this Agreement; and
- (c) the placement, maintenance and ownership of landscaping and trees on any road allowance in accordance with the provisions of paragraph 3.7 of this Agreement; and
- (d) the location of above-ground services in accordance with the provisions of paragraph 3.11(b) of this Agreement; and
- (e) the location of the future sidewalk to be constructed to the west of 2308 Normandy Street in accordance with the provisions of paragraph 3.12(b) of this Agreement; and
- (f) the present and future availability or unavailability of schools in the immediate area of this development in accordance with the provisions of paragraph 3.13 of this Agreement.

4. CONVEYANCES AND CONTRIBUTIONS

4.1 PARKLAND CONTRIBUTION

The Owners shall pay to the Corporation, in lieu of the dedication of parkland, the sum of **\$1,500.00** (\$750.00 per dwelling unit), which sum is payable in cash or by certified cheque upon the execution of this Agreement.

4.2 DEVELOPMENT CHARGES

The Owners shall pay to the Corporation a development charge for the dwelling unit to be constructed in this development. The said development charge shall be payable at the time that a building permit is secured for the building lot. The amount of the development charge shall be increased from time to time in accordance with the provisions of the Corporation's Development Charges By-law, as amended, in effect at the time of the issuance of the building permit.

4.3 UPGRADING OF NORMANDY STREET

The Owners acknowledge that Normandy Street is presently a municipally-owned and maintained road allowance, which road was recently reconstructed, with services. In light of the fact that the Owners herein derive a substantial benefit from the recent reconstruction of Normandy Street, and in light of the fact that the development of the subject lands will increase the burden being placed on Normandy Street, the Owners hereby agree to pay to the Corporation by cash or certified cheque and , upon the execution of this Agreement, a contribution towards the recent reconstruction of Normandy Street and a maintenance fee in the sum of **\$6,750.00**, plus taxes if applicable.

4.4 EXISTING WATERMAIN

The Owners agree that in consideration of the Corporation permitting the Owners to connect to and utilize the existing feeder watermain for the purposes of this development, the Owners shall pay to the Corporation by cash or certified cheque, upon the execution of this Agreement, the sum of **\$3,000.00**, which represents the total amount of frontage charges for this

development, which charges have been calculated in accordance with the provisions of the Corporation's by-laws in that regard, as amended.

4.5 STREET LIGHTING SYSTEM

It is understood and agreed that it is the intention of the Corporation to require the Owners to provide a contribution towards the street lighting system that is available for this development. The Owners therefore hereby agree to pay to the Corporation by cash or certified cheque, upon the execution of this Agreement, the sum of **\$500.00** which represents the total contribution from the Owners toward the provision of the said street lighting system.

4.6 EASEMENT

The Owners shall, at their own expense and prior to the issuance of a building permit, convey to the Corporation, free of encumbrances, all easements that may be required by the Corporation for the purposes of providing and maintaining municipal services to the subject lands. The Owners herein acknowledge that all easements shall be exclusive to the Corporation, and no other person, corporation or agency shall have the right to use any easement so dedicated without the prior written consent of the Corporation.

Without limiting the generality of the foregoing, the Owners shall grant to the Corporation a 3.048 metre wide easement along the southerly limit of Lots 440 and 441 on Registered Plan 1007, which easement shall be granted for the purposes of municipal services.

4.7 DAYLIGHT CORNER DEDICATION

The Owners shall, at their own expense and prior to the issuance of a building permit, convey to the Corporation, free of encumbrances a 4.57 x 4.57 metre daylight corner at the southwest corner of Lot 441, Registered Plan 1007.

4.8 RECONVEYANCE OF RESERVE

The Corporation hereby agrees to reconvey to the Owners, at the expense of the Owners, herein the title to that part of Lots 437, 438 and 439, Registered Plan 1007 now designated as Part 7 on Reference Plan 12R-19157,

which lands shall form part of 2316 Normandy Street. The Owners acknowledge that the Corporation will reserve unto itself an easement over these lands for the purposes of municipal services.

5. MUNICIPAL BY-LAWS

The Owners undertake to comply with the provisions of all municipal by-laws applicable to the development of the subject lands. Without limiting the generality of the foregoing, the Owners herein acknowledge and agree to comply with the provisions of the *Site Alteration By-law 7080* of the Town of LaSalle, which is a By-law to prohibit and/or regulate the placing or dumping of fill, the alteration of grades and the removal of top soil from land within the Town of LaSalle.

6. INDEMNITY

The Owners shall indemnify and save the Corporation harmless as against any and all actions, claims, losses, damages, costs and liability connected with the installation of the works and services contemplated herein arising directly or indirectly out of the performance, negligent or otherwise, unlawful performance, or the non-performance of any obligation of the Owners under this Agreement.

7. BUILDING PERMITS

No building permit shall be issued for any building in this development until such time as:

- (a) all services required pursuant to this Agreement have been installed to the satisfaction of the Corporation; and
- (b) all drawings and plans, including the lot grading plan showing the as-built services, required pursuant to the provisions of this Agreement have been filed with and approved by the Corporation; and
- (c) the Owners have reimbursed the Corporation for any and all costs (plus interest, if any) incurred by the Corporation pursuant to the provisions of paragraph 8.1 of this Agreement as of the date of the issuance of the building permit. The Corporation may, in its sole discretion, require the Owners to pay an additional deposit in an amount to be determined by the Corporation, which deposit may be held and

utilized by the Corporation to offset such future costs that may be incurred by the Corporation subsequent to the issuance of the building permit; and

(d) the reconveyance of Part 7 on Reference Plan 12R-19157 pursuant to the provisions of paragraph 4.8 of this Agreement has been completed; and

(e) all conveyances and contributions, and all securities as set out on ***Schedule "B"*** attached hereto or that are required pursuant to the provisions of this Agreement, have been completed, paid or provided as required; and

(f) the registration of this Agreement has been completed in accordance with the provisions of paragraph 1.1 of this Agreement.

8. **GENERAL**

8.1 **COSTS OF THE CORPORATION**

(a) The Owners shall be required to pay all costs incurred by the Corporation with respect to this development, and without limiting the generality of the foregoing, shall include legal and administration costs. The said costs shall be due and payable to the Corporation within thirty (30) days of the date of the demand therefor sent by the Corporation to the Owners, and the Corporation shall have the right to charge the Owners interest on any amounts or portions thereof that remain unpaid after the said thirty (30) days.

(b) It is understood and agreed by the Owners that:

(1) prior to the execution of this Agreement by the Corporation, the Owners shall reimburse and pay to the Corporation any and all costs the Corporation has incurred to that date with regard to the processing of the Owners' applications for approval of this development; and

(2) in the event any of the costs referred to in subparagraph (a) herein have not been reimbursed to the Corporation within thirty (30) days of the demand therefor, a default shall be deemed to have occurred under this

Agreement, and the Corporation shall have the option of recovering its costs, plus interest, from any security provided to the Corporation by the Owners pursuant to the terms of this Agreement.

8.2 RESTORATION OF CORPORATION LANDS

The Owners shall repair forthwith, at their own expense, any damage done by the Owners, their servants, agents, contractors or subcontractors to any land or property of the Corporation during the course of or arising in any way out of the construction or installation of the works required under this Agreement. Any and all restoration of any land or property of the Corporation shall be completed within 6 months of the completion of the construction and installation of the services required by the terms of this Agreement and shall be equal to or better than the pre-construction condition, all of which shall be determined at the sole discretion of the Corporation.

8.3 TAX PAYMENTS

The Owners shall forthwith pay to the Corporation all tax arrears and current taxes due and unpaid against the subject lands up to the date hereof.

8.4 SOIL REMOVAL AND STOCKPILES

(a) Any topsoil, clay, sand, etc. removed from the subject lands during grading operations shall be stockpiled on the subject lands in areas compatible for the reception of the same and the Owners covenant and agree that they will not remove such topsoil, clay, sand, etc. from the subject lands without the approval of the Corporation, and except in compliance with the Corporation's *Site Alteration By-law 7080*.

(b) Any soil that is stock piled on the subject lands shall be no less than 1.5 metres from the limits of the subject lands. The Owners shall, at their own expense, maintain the subject lands in a tidy condition, and shall observe and comply with the *Weed Control By-law* of the Corporation, as amended, at all times both before, during and

after construction of the services required herein. All stock piles of topsoil shall be neat and sloped in such a manner that weed cutting can be safely carried out with mechanical equipment.

8.5 PERFORMANCE SECURITY

The Owners shall, prior to the commencement of any construction of works on the subject lands, deposit cash or a certified cheque payable to the Corporation in the amount of **\$5,000.00** which may be utilized by the Corporation for the purposes of effecting such maintenance or repairs of lands owned by the Corporation, the cleaning and maintenance of roads outside of this development as set out in this Agreement, and generally for securing the performance by the Owners of any obligation of the Owners as set out in this Agreement. In the event the Owners fail to comply with any of their obligations set out in this Agreement, the Corporation shall be under no obligation to commence or to continue with any part of this development. However, the Owners herein acknowledge the Corporation may, in its sole discretion, seize all securities posted by the Owners pursuant to the terms of this Agreement, may take any and all steps necessary to complete some or all of the outstanding obligations of the Owners herein, and pay for the costs incurred by the Corporation in that regard from the securities so seized.

8.6 WEEDS AND DEBRIS

(a) The Owners, their heirs, estate trustees, successors, authorized assigns and successors in title shall be responsible to ensure that the subject lands are free from weeds and debris at all times. Without limiting the generality of the foregoing, the Owners, their heirs, estate trustees, successors, authorized assigns and successors in title shall take any and all steps necessary to keep this development and the lands abutting thereto free from refuse, discarded or waste building materials or parts thereof, and other debris and weeds at all times during the construction of this development until such time as the dwellings have been completed.

(b) In the event the Owners, their heirs, estate trustees, successors, authorized assigns or successors in title fail to comply with the provisions of this paragraph, the Corporation may then give to the said Owners, their heirs, estate trustees, successors, authorized assigns or successors in title five (5) business days notice to comply, failing which the Corporation shall have the right, in its sole discretion, to attend on the subject lands or any portion thereof to remove the offending weeds or debris, and the Corporation shall further be entitled to recover any and all costs it may incur in this regard from the security paid with the Corporation pursuant to the provisions of paragraph 8.5 of this Agreement, or otherwise from the said Owners, their heirs, estate trustees, successors, authorized assigns or successors in title.

8.7 TIMING FOR CONSTRUCTION

All of the services that are to be constructed pursuant to this Agreement shall be completed on or before the second anniversary date of the execution of the Agreement unless the consent of the Corporation to an extension of time has been obtained in writing. If all such services have not been completely constructed within such time limited herein or if any payments, contributions or conveyances as required hereunder have not been made within such time limit as required by this Agreement, then a default may be deemed to have occurred under this Agreement and the Corporation shall have the option, in its sole discretion, to terminate this Agreement at any time after the said default. In the event the Owners, their successors in title or assigns wish to proceed with this development after this Agreement has been terminated pursuant to the provisions of this paragraph, a new Agreement may be required to be executed prior to the commencement of any construction for this development.

The Owners herein acknowledge that they shall be responsible to comply with any and all terms and conditions of this Agreement until such time as the dwellings on the subject lands have been constructed, a final inspection has been completed and all securities or the remainder thereof have been returned to the Owners.

8.8 NOTICES

All notices, demands or requests which may be or are required to be given under the provisions of this Agreement by any party to the other herein shall be in writing and may be mailed by first class prepaid post or delivered, and shall be addressed in the case of the Owners to the Owners at **6470 Matchette Road, LaSalle, Ontario N9J 2J7**, until such time as the new dwellings on the subject lands have been constructed, and after that time also to the registered owners at **2308 and 2316 Normandy Street, LaSalle Ontario** respectively, and in the case of the Corporation to the Clerk of the Corporation at **5950 Malden Road, LaSalle, Ontario N9H 1S4**. In the event that the address as stated herein of any party is changed during the term of this Agreement, the party changing the address shall give notice of the change to the other party within 10 days of the effective date of that change in address. In the event the party changing its address fails to give notice of such change as required herein, then any notice given by the other party to the address as stated in this paragraph shall be deemed to be effective, and to be given in accordance with the terms of this Agreement.

8.9 E.R.C.A. PERMITS

No development shall proceed unless and until the Owners have obtained all of the necessary permits from E.R.C.A., if any, affecting this development, copies of which shall be filed with the Clerk of the Corporation.

8.10 ASSIGNMENTS

(a) This Agreement is not assignable by the Owners (or any person claiming through or under the Owners) unless the Corporation has consented to the assignment and unless the assignee thereof shall first in writing covenant and agree with the Corporation to assume the burdens and obligations imposed upon the Owners under this Agreement and to undertake with the Corporation to observe and perform the obligations herein imposed upon the Owners.

(b) Notwithstanding the provisions of subparagraph (a) herein, the Owners herein acknowledge and agree that they shall be solely

responsible to comply with any and all terms and conditions of this Agreement with regard to the provision of all external services for and to the subject lands, and that the Owners shall not assign any of their responsibility for the construction or maintenance of any such services to any other person, including any subsequent registered owner of any of the lands within this development. The Owners shall further be required to provide the Corporation with those securities the Corporation deems appropriate to secure the performance of these works until such time as the dwelling on the subject lands has been constructed.

8.11 RETURN OF SECURITY

In the event that any money deposited with the Corporation by the Owners, their heirs, estate trustees, successors, successors in title or authorized assigns, pursuant to the provisions of this Agreement for the purposes of securing compliance with any of the provisions of this Agreement, is not used, in whole or in part, by the Corporation, the Owners, their heirs, estate trustees, successors, successors in title or authorized assigns may apply to the Corporation for a repayment of the said security. The Corporation shall refund the said security, or any portion remaining thereof, to the person making such an application to the Corporation upon the Corporation being satisfied that the person making the said application is the person entitled to the refund, and upon being satisfied that all of the provisions of this Agreement for which the security was given have been complied with. It is acknowledged and agreed by the parties hereto that any refund made by the Corporation for any security provided pursuant to the terms of this Agreement, shall be made without interest.

8.12 DISPUTE RESOLUTION

It is further agreed that should there be any dispute as to any of the clauses or terms of this Agreement, the dispute shall be resolved by way of an application for hearing before the Ontario Municipal Board and the rules of the

Ontario Municipal Board shall prevail and govern the said hearing before the Board.

8.13 SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

8.14 AMENDMENTS

This Agreement may be amended at anytime in writing by the parties hereto or by the Corporation together with the registered owners of the subject lands at the time of the execution of such amendments.

8.15 BINDING

This Agreement shall enure to the benefit of the Corporation and shall be binding upon the Owners and their respective heirs, estate trustees, successors, authorized assigns and successors in title.

8.16 CONTRA PROFERENTEM

The parties hereto acknowledge that the doctrine of *contra proferentem* shall not apply to any of the terms of this Agreement.

Continued on next page.

IN WITNESS WHEREOF the Owners have hereunto set their hands and seals,
and the Corporation has hereunto affixed its corporate seal under the hands of the
appropriate officers.

1912844 ONTARIO LIMITED

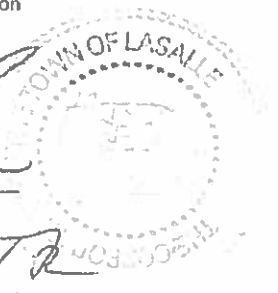
T. Rauti
T. RAUTI, PRESIDENT

I have the authority to bind the corporation

THE CORPORATION OF
THE TOWN OF LASALLE

K. Antaya
MAYOR – K. ANTAYA

B. Andreatta
CLERK – B. ANDREATTA



SCHEDULE "A"

FIRSTLY – 2308 NORMANDY STREET

Lots 440 and 441, Registered Plan 1007, and Block "R", Registered Plan 1007 (part alley closed by R1119441) in the Town of LaSalle, in the County of Essex.

SECONDLY – 2316 NORMANDY STREET

Part of Lots 437, 438 and 439, Registered Plan 1007 and part of Block "L" (part alley closed by R644667), Registered Plan 1007 now designated as Parts 1, 3 and 5 on Reference Plan 12R-19157 in the Town of LaSalle, in the County of Essex; and

Part of Lots 437, 438 and 439, Registered Plan 1007 now designated as Part 7 on Reference Plan 12R-19157, in the Town of LaSalle, in the County of Essex.

SCHEDULE "B"

CONTRIBUTIONS AND SECURITIES

		<u>Amount</u>	<u>Due Date</u>
3.6	Driveway Approach (cash or certified cheque) Non-refundable	\$ 200.00	upon execution of Agreement
3.7	Landscaping and Street Trees (cash or certified cheque) Refundable	\$1,000.00	upon execution of Agreement
4.1	Parkland Contribution (cash or certified cheque) Non-refundable	\$1,500.00	upon execution of Agreement
4.2	Development Charge Non-refundable	as per By-law	prior to the issuance of a building permit
4.3	Upgrading of Normandy Street (cash or certified cheque) Non-refundable	\$6,750.00	upon execution of Agreement
4.4	Existing watermain (cash or certified cheque) Non-refundable	\$3,000.00	upon execution of Agreement
4.5	Street Lighting System (cash or certified cheque) Non-refundable	\$ 500.00	upon execution of Agreement
8.3	Realty Taxes, current and arrears, if any		upon execution of Agreement
8.5	Performance Security (cash or certified cheque) Refundable upon certified completion	\$ 5,000.00	prior to commencement of construction