

**THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH**

**BY-LAW NO. 2075**

**BEING A BY-LAW to authorize the execution of an agreement made between The Corporation of the Village of St. Clair Beach, Peter Lui, Ray Belanger Builders Limited and Timothy Robert Belanger and Suzanne Marie Belanger.**

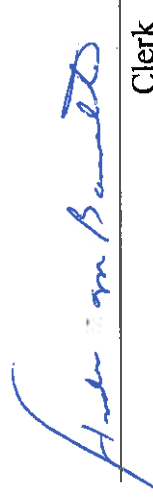
**WHEREAS, The Corporation of the Village of St. Clair Beach, is desirous of entering into an Agreement with Peter Lui, Ray Belanger Builders Limited, Timothy Robert Belanger and Suzanne Marie Belanger, with respect to the assignment of the Mei-Lin Development Agreements.**

**NOW THEREFORE, the Council of The Corporation of the Village of St. Clair Beach enacts as follows :**

- 1. THAT the Village Corporation enter into and execute an Agreement made between The Corporation of the Village of St. Clair Beach, Peter Lui, Ray Belanger Builders Limited, Timothy Robert Belanger and Suzanne Marie Belanger, a copy of which Agreement is attached hereto and marked as Schedule "A" to this by-law.**
- 2. THAT the Reeve and the Clerk are hereby authorized and directed to execute on behalf of The Corporation of the Village of St. Clair Beach, the Agreement attached hereto as Schedule "A" and such other documents in order to give effect to the said Agreement.**

**READ a first, second, third and final time this 1994 07 11.**

  
Reeve

  
Clerk



177421

NUMERO (NUMÉRO)  
CERTIFICATE OF RECEIPT  
CERTIFICAT DE RÉCEPTION

94 OCT 14 AM 10:49

ESSEX #12  
WINDSOR

ASS. REG. LAND REGISTRAR  
SUSAN A. GIBSON, M.A.

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry  Land Titles  (2) Page 1 of 36 pages

(3) Property Identifier(s) Block  Property

Additional:  
See  
Schedule

(4) Nature of Document

Application to Register Notice of Unregistered Estate, right, interest or equity (s.71 Land Titles Act.)

(5) Consideration

Dollars \$

(6) Description

FIRSTLY: Remainder of Parcel 1-2, Section St. Clair Beach-W.P.C., Village of St. Clair Beach, County of Essex being Part Lot 1, West of Pike Creek, of the Geographic Township of Maidstone designated as Parts 1, 5, 6 & 9, on 12R-12117. Subject to an easement in favour of the Corporation of the Village of St. Clair Beach over that part of Lot 1, West of Pike Creek, of the Geographic Township of Maidstone, designated as Part 6, 12R-12117 as set out in Inst. No.162291.

(7) This Document Contains: (a) Redescription  New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(8) This Document provides as follows:

The Corporation of the Village of St. Clair Beach has an unregistered estate, right, interest or equity in the land registered in the name of Ray Belanger Builders, Timothy Robert Belanger and Suzanne Marie Belanger and hereby applies under Section 71 of the Land Titles Act for the entry of a Notice of an Amendment to a Development Agreement in the register for the parcels.

Continued on Schedule

(9) This Document relates to instrument number(s) 858087, 157146, ~~162292~~, 169888

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE VILLAGE OF ST.

OF ST. CLAIR BEACH (Applicant) by its

solicitor, Christopher M. Bondy

(11) Address for Service

13677 St. Gregory's Rd., St. Clair Beach, Ontario N8N 3E4

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

RAY BELANGER BUILDERS LIMITED (Owner) - FIRSTLY

BELANGER, Timothy Robert (Owner) - SECONDLY

BELANGER, Suzanne Marie (Owner) - THIRDLY

(13) Address for Service

(14) Municipal Address of Property

not available

(15) Document Prepared by:

Christopher M. Bondy  
Christopher Bondy/Richard Wolf  
Suite 100  
72 Talbot Street North  
Essex, Ontario  
N8M 1A2

Fees and Tax

Registration Fee

Total

50.

FOR OFFICE USE ONLY

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SCHEDULE "A"

(6) Description (cont.)

SECONDLY:

Remainder of Parcel 1-3, Section St. Clair Beach - W.P.C., Village of St. Clair Beach being composed of Part of Lot 1, West of Pike Creek of the Geographic Township of Maidstone designated as Parts 2, 4, 7 and 8 on 12R-12117. Subject to an easement in favour of the Corporation of the Village of St. Clair Beach over that part of Lot 1, West of Pike Creek of the Geographic Township of Maidstone designated as Part 7 on 12R-12117 as set out in Instrument 162291.

THIRDLY:

Parcel 1-6, Section St. Clair Beach - W.P.C., Village of St. Clair Beach, County of Essex being composed of Part of Lot 1, West of Pike Creek of the Geographic Township of Maidstone, designated as Part 3, on Reference Plan 12R-12117.

## AGREEMENT AMENDING DEVELOPMENT AGREEMENT

MADE IN DUPLICATE this 8th day of August, 1994.

**BETWEEN:**

**THE CORPORATION OF THE VILLAGE OF ST. CLAIR BEACH**

hereinafter called the "Municipality"  
**OF THE FIRST PART**

-and-

**PETER LUI**

hereinafter called the "Vendor"  
**OF THE SECOND PART**

-and-

**RAY BELANGER BUILDERS LIMITED**

hereinafter called the "Purchaser"  
**OF THE THIRD PART**

-and-

**TIMOTHY ROBERT BELANGER AND  
SUZANNE MARIE BELANGER**

hereinafter called the "Owners"  
**OF THE FOURTH PART**

**WHEREAS** by Agreement dated the 20th day of May, 1981 and registered June 30, 1982 as Instrument No. 858087, a Development Agreement (hereinafter called the "Original Agreement") was entered into with the Municipality to develop certain lands;

**AND WHEREAS** on or about the 20th day of June, 1991, the Vendor herein entered into an Agreement with the Municipality (hereinafter the "First Amending Agreement") which Agreement amended the terms of the Original Agreement;

**AND WHEREAS** said First Amending Agreement was registered on or about the 17th day of February, 1993 as instrument number 157146;

**AND WHEREAS** by Instrument Number 162292 registered on or about the 13th day of August, 1993, the Vendor herein conveyed the lands more particularly described in Schedule "A" attached hereto to Ray Belanger Builders Limited;

**AND WHEREAS** by Instrument No. 169888 registered on or about the 8th day of April, 1994 Ray Belanger Builders Limited herein conveyed the lands more particularly described in Schedule "B" attached hereto to Timothy Robert Belanger and Suzanne Marie Belanger;

**AND WHEREAS** the parties hereto are desirous of entering into an agreement in order to provide for the full assumption of the Original Agreement and the First Amending Agreement by the Purchaser and the release of the Vendor from said agreements;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Vendor herein for the consideration set forth hereby assigns, transfers and sets over unto the Purchaser herein, all estate, right, title and interest of the Vendor in and to the Original Agreement and the First Amending Agreement;

2. The Purchaser herein for the consideration set forth hereby accepts said assignment and agrees to be bound by and fulfil, on behalf of itself, its successors and assigns, all of the covenants, terms and conditions of the said Original Agreement and First Amending Agreement to the satisfaction of the Municipality.

3. The Parties hereto agree that notwithstanding anything contained in either the original Agreement or the first Amending Agreement that the maintenance period with respect to the roadways and services shall be finished as of the 8th day of August, 1994 and that the Vendor should be entitled to the return of his security bond posted in that regard;

4. The Purchaser acknowledges damage to a curb as delineated in the most recent engineering report and agrees to attempt to correct the same forthwith by sawcutting the same and agrees that in the event that the condition of the curb becomes worse on or before the 1st day of September, 1995 to rectify the same at its own expense. The Purchaser agrees to post a letter of credit (as set out in Paragraph 5) in this regard;

5. The Purchaser agrees to post forthwith a letter of credit to secure its obligations with respect to impost charges, driveway approaches, maintenance, landscaping, curb cut, etc. in the amount of TWENTY-FOUR THOUSAND AND FIFTY (\$24,050.00) DOLLARS.

6. The Purchaser covenants with the Vendor that he will at all times indemnify the Vendor, his heirs, executors and administrators, from all costs and liabilities that he may at any time pay, or become liable for, on account of any action that may be commenced or prosecuted in his or their names, pursuant to the power given in the agreements, except those costs and damages caused by the wilful neglect or default of the Vendor, his heirs, executors and administrators, and except for costs and damages referable to any breach by the Vendor of his obligations under the original Agreement, the first Amending Agreement on the conveyance set out above.

7. The Municipality herein consents to the within Assignment, subject to all the provisos, conditions and stipulations contained in the Original Agreement and the First Amending Agreement, and hereby releases the Vendor from any and all obligations with respect to said Original Agreement and First Amending Agreement.

8. The Owners hereby consent to the foregoing Agreement, acknowledge that their ownership is subject to same and that the Agreement will be registered against the title to their lands.

9. In all other respects, the parties hereto confirm the terms of the said Original Agreement and First Amending Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or affixed their corporate seals duly attested by the hand of their proper signing officers.

SIGNED, SEALED AND DELIVERED ) THE CORPORATION OF THE VILLAGE  
in the presence of ) OF ST. CLAIR BEACH

) per: Guy Doylon  
Guy Doylon - Reeve

) per: Andre Parrotte  
Andre Parrotte - Clerk

) Peter Lui  
Peter Lui

) RAY BELANGER BUILDERS LIMITED

) per: Timothy Belanger Pres.

) Timothy Belanger  
Timothy Robert Belanger

) Suzanne Marie Belanger  
Suzanne Marie Belanger

Kawa Moy

Kawa Moy

Kawa Moy

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**SCHEDULE "A"**

Remainder of Parcel 1-2, Section St. Clair Beach - W.P.C., Village of St. Clair Beach, County of Essex being composed of Part of Lot 1 West of Pike Creek of the Geographic Township of Maidstone, designated as Parts 1, 3, 5, 6 and 9 on 12R-12117. Subject to an easement in favour of the Corporation of the Village of St. Clair Beach over that part of Lot 1, West of Pike Creek, of the Geographic Township of Maidstone, designated as Part 6 on 12R-12117 as set out in Instrument 162291.

Remainder of Parcel 1-3 Section - St. Clair Beach - W.P.C., Village of St. Clair Beach being composed of Part of Lot 1 West of Pike Creek of the Geographic Township of Maidstone designated as Parts 2, 4, 7 and 8 on 12R-12117. Subject to an easement in favour of the Corporation of the Village of St. Clair Beach over that part of Lot 1 West of Pike Creek of the Geographic Township of Maidstone designated as Part 7 on 12R-12117 as set out in Instrument 162291.

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**SCHEDULE "B"**

**Parcel 1-6, Section St. Clair Beach - W.P.C., Village of St. Clair Beach, County of Essex being composed of Part of Lot 1, West of Pike Creek of the Geographic Township of Maidstone designated as Part 3, Plan 12R-12117.**