THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2001-54

A by-law to authorize the signing of a Development Agreement.

WHEREAS Francesco Storino and Gina Storino has proposed the development of property at 1215 Front Road South for use as residential rental units and a commercial retail unit.

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

- 1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
- 2. This By-Law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 13th day of November, 2001.

Tony D. Dartolomes
Mayor J. L. O.

Clerk

Certified to be a true copy of By-Law No. 2001-54 passed by the Amherstburg Municipal Council on November 13, 2001.

Province of Ontario	Documen	t General	Proces	s Softwa	ire Ltd.	• (41	6) 322-61	11	ח
	Form 4 — Land Regis	Land Titles X	(2) F	Page 1	of /	0	pages		
5 9 1	(3) Property Identifier(s)	Block Pr 70570 02	operty 1 99 3 5 2	(47)	.,		Se	dditiona ee chedule	\mathbf{x}
3 0 5	(4) Nature of Do	cument Marice as o Register Developmen	nt Ag	reeme	nt				
m e	(5) Consideration	n							
SST NEC 1	n	1		a Doi	ars \$				- ≺
CERTIFIER FOR OIL DEC 18	part 1 Plan 1	concession 1 Malden as 2R-4177 nerstburg, County of E		10671	61 (E d	of H	(wy 18)		·
New Property Identifiers Add	litional: edule								
See	ditional: (7) This Document Contains:	(a)Redescription New Easement Plan/Sketch	` '	chedule		Add	litional ties	Oth	er X
(9) This Document relates to instrument numl (10) Party(ies) (Set out Status or Interest) Name(s)		Signature(s)				Cont	Date o	f Signa	ture
THE CORPORATION OF THE TO AMHERSTBURG (Applicant) by its		Armando F. DeLuca	, t .c	•			2001	12	.1.7.
(11) Address for Service	800-176 Universit	y W., Windsor, Ontario	N9A	A 5P3					
(12) Party(ies) (Set out Status or Interest) Name(s)		Signature(s)							
		Signature(s)					Date o	f Signa	ture
STORINO, Francessco (owner)		Signature(s)					Date o	f Signa M	ture D
		Signature(s)					Date o	f Signa M	ture D
		Signature(s)					Date o Y	f Signa M	ture D
STORINO, Francessco (owner) STORINO, Gina (owner) (13) Address for Service		Signature(s)					Date o Y	f Signa M	ture D
STORINO, Gina (owner) (13) Address for Service	(15) Document Prepare				F	ees a	Date o Y	f Signa M	ture
(13) Address for Service (14, nicipal Address of Property	Armando F. DeLu	ed by:) E	Registra			Y	f Signa M	ture D
STORINO, Gina (owner) (13) Address for Service	Armando F. DeLu MOUSSEAU, DEI PRINCE	ed by: ca, Q.C. LUCA, MCPHERSON,		Registra			Y	f Signa	ture D
(13) Address for Service (14, nicipal Address of Property 1215 Front Rd. S.	Armando F. DeLu MOUSSEAU, DEI	ed by: ca, Q.C. LUCA, MCPHERSON,	السال	Registra			Y	f Signa	ture D

DEVELOPMENT AGREEMENT

Registered _		001	
THIS AGREEMENT mad	le in quintuplicate this <u>13TH</u> day of		
NOVEMBER,	2001.		
BETWEEN:	Francesco Storino and Gina Storino		
	hereinafter called the "OWNER" OF THE FIRST PART		
	- and -		
	THE CORPORATION OF THE AMHERSTBURG	TOWN	OF
	hereinafter called the "CORPORATION"		

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

OF THE SECOND PART

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Owner intends to develop or redevelop the said lands for residential and commercial space, in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

SCHEDULE "A" - Legal description of the said lands

SCHEDULE "B" - Site Plan

SCHEDULE "C" - Landscaping Plan

SCHEDULE "D" - Site Drainage Plan

2. Schedule "A" hereto describes the lands affected by this Agreement.

- 3. Schedule "B" hereto shows:
 - (a) The location of all buildings and structures to be erected;
 - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access;
 - (d) The location and provision for the collection and storage of garbage and other waste material.
- 4. Schedule "C" hereto shows:
 - (a) Landscaping plan and plant list.
- 5. Schedule "D" hereto shows:
 - (a) Site Drainage Plan.
- 6. The Owner shall be responsible for consulting with Hydro One regarding any matters that relate to services provided by Hydro One.
- 7. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.
- 8. All of the exterior walls of the building shall be faced with decorative block, brick, stone, stucco, structural glass, tile, baked enamel on steel or similar finished material.
- 9. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete portland cement or other material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like material, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
- 10. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
- 11. All walkways on the said lands, where so designated on Schedule "B", shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.
- 12. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
- 13. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
- 14. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "D" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer, and separated from the sanitary sewer.

- 15. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
- 16. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
- 17. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "C". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
- 18. A solid wood fence, stained or treated and maintained, with a minimum of 1.5 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
- 19. All driveways for emergency vehicles shall:
 - 1. Be connected with a public thoroughfare;
 - 2. Be designed and constructed to support expected loads imposed by firefighting equipment;
 - 3. Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 - 4. Have a clear width of 3 metres at all times;
 - 5. Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 - 6. Have an overhead clearance not less than 4.5 metres;
 - 7. Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - 8. Have approved signs displayed to indicate the emergency route.
- 20. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
- 21. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
 - 1. The progress of development;
 - 2. The state of maintenance as provided for in this Agreement.

- 22. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
- 23. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
- 24. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
- 25. In the event that an owner should fail to obey a stop work order issued under Section 22 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
- 26. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 23 or after notice of an opinion, which Council of the Corporation determines is correct under Section 24, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
- 27. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
- 28. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
- 29. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.

- 30. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 469 of The Municipal Act shall apply.
- 31. The proposed sewage system will require a force main to cross under an existing closed municipal drain (Jon Parks Drain #1) located through the southeast portion of the property. The municipal drain can not be altered in any way and this work must be completed in accordance with and under the supervision of the Town Drainage Superintendent. With regard to the driveway proposed over the municipal drain, existing soil must be removed from around the culvert and replaced with a minimum of 12" depth of granular "A" material, all in accordance with and under the supervision of the Town Drainage Superintendent.
- 32. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said amount to be approved by the Corporation's Manager of Public Services. A one (1) year maintenance security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the site improvements during the one year maintenance period after the Town has inspected and initially approved same.
- This Agreement shall be registered against the land to which it applies, at the 33. expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: F	rancesco Storino and Gina Storino
_	haverso How
/ y /:	rancesco Storino
	1
	Lina Stours
. G	ina Storino
T	HE CORPORATION OF THE TOWN OF
Α	MHERSTBURG A
	A CALL ST
	T. Dry () Suita
$\overline{\mathbf{N}}$	layor - 1
-	
	Clarate ille
·	lerk 100 and
	and the state of t
and approved by By-Law	* ************************************

Authorized No. 2001-54 enacted the 13th day of November, 2001.

SCHEDULE "A"

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

FIRSTLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the former Township of Malden now Town of Amherstburg, in the County of Essex and Province of Ontario and being composed of Part of the South Half of Lot Eleven (11) in the First Concession of the said former Township, and which said parcel or tract may be more particularly described as follows:

COMMENCING at a point in the water's edge of the River Detroit, distant 185 feet measured northerly at right angles from the westerly production of the limit between Lots 11 and 12;

THENCE South 87 degrees and 26 minutes east parallel with the last mentioned limit, 286 feet more or less to a stake distant 200 feet measured Easterly on a line parallel with the said limit between Lots 11 and 12, from a stake planted in the Easterly limit of the Front Road, as widened (County Road 20, formerly King's Highway No. 18) distant 186 feet and 3 inches measured Northerly in that limit from the said limit between Lots 11 and 12;

THENCE North 3 degrees and 44 minutes west, 100 feet to a stake;

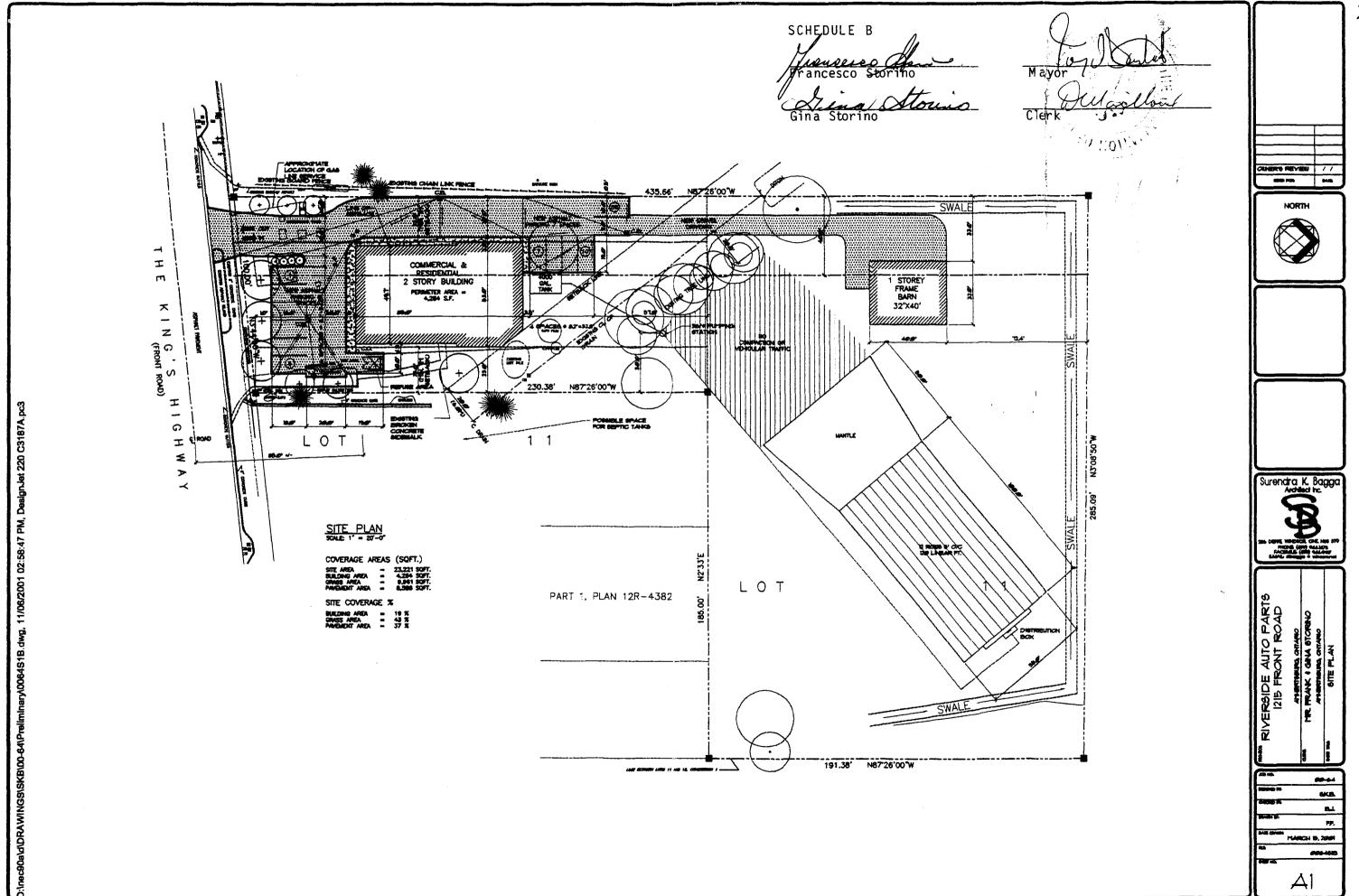
THENCE North 87 degrees and 26 minutes west, 281 feet more or less to the water's edge of the River Detroit;

THENCE Southerly following the water's edge of the River Detroit, 100 feet more or less to the place of beginning;

EXCEPTING thereout and therefrom the Front Road, as widened (County Road 20, formerly King's Highway No. 18) as shown on Deposit Plan No. 4329.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the former Township of Malden now Town of Amherstburg, in the County of Essex and Province of Ontario, being composed of Part of Farm Lot Eleven (11), in the First Concession and designated as Part One (1), Plan 12R-4177.



285.09' N3'08'50'W 185.00" NZ33E AND BOD COMMERCIAL RESIDENTIAL 2 STORY 05:05:59 PM, AREA = 4,198 S.F. FINE GRADE HIGHWAY S LANDSCAPE PLAN SCALE !" . 30'-0"

Notes

SEED ESTABLISHMENT: PROVIDE PROTECTION AND CARE TO ENSURE PROPER AND FILL ESTABLISMENT OF ALL SEEDED AREAS. REPAIR AND RE-SEED ALL BARKE AREAS. CARE OF SEEDED AREAS WILL EXTEND FROM THE TIME OF SEEDING TO THE FIRST CUT BY THE CONTRACTOR.

REPAIR ANY AND ALL DAMAGED TURF OF ADJACENT PROPERTIES RESULTING PROFE CONSTRUCTION OF THIS PROJECT.

SPREAD EXISTING TOPSOIL OVER SMOOTH SUBGRADE IN ORDER TO ACHIEVE A 11 MINIMUM DEPTH FOR ALL TURF AREAS, PROVIDE ADDITIONAL TOPSOIL AS REQUIRED. ADVISE LANDSCAPE ARCHITECT OF LOCATION OF STOCKPILE AND ALLOW ADEQUATE

REMOVE ALL DEBRIS FROM ALL FLANTING BEDS TO A DEPTH OF 181. FILL ALL PLANTING BEDS WITH A MIN, IS' OF FRIABLE TOPSOIL.

NOTALL 3' DEPTH CANADA RED MULCH IN ALL PLANTING BEDS AND IN THE ROOT SALICERS OF TREES, MULCH SHOULD BE 1/2' BELOW THE ADJACENT SURFACE WITHIN 24' OF THE EDGE OF THE BED. NO WEED CONTROL FABRIC 15 REQUIRED.

SUPPLY AND INSTALL COMMERCIAL GRADE POLY EDGING WHERE PLANTING BEDSIARE ADJACENT TO TURF. SECURE EACH 20° LENGTH OF POLYEDGER WITH 6 STEEL PEGS AND JON WITH

WHERE EAVES TROUGHS DISCHARGE INTO PLANTING BEDS, SUPPLY AND INSTALL CONCRETE SPLASH BLOCKS. ADJUST PLANTING AS REQUIRED TO ENSURE THAT THE PLANTS WILL NOT BE IN LINE WITH THE WATER DISCHARGED FROM THE DOWN SPOUTS

GUARANTEE ALLI PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE. REPLACE ALL DEAD OR WEAK PLANT MATERIAL PROMPTLY WHEN DIRECTED BY OWNER. GUARANTEE REPLACEMENTHFOR A PERIOD OF ONE YEAR FROM PLANTING.

NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK, AFTER STAKING THE LOCATIONS OF PROPOSED WORK, AND PRIOR TO BACKFILLING EXCAVATIONS.

DAMAGE DONEIAS A RESULT OF CONSTRUCTION. VERIFY THAT ALL

FINE GRADE AND SEED OR SOD ALL SITE AREAS AS INDICATED EXCEPT THOSE WEIGH PLANTING SEEDS, PAVEMENT, OR BUILDINGS ARE INDICATED, EXTEND TURE TO PROPERTY LINES FOR INTERIOR LASE INDICATED, TO CURBS FOR STREET FRONTAGE. APPLY A ROOTING FERTILIZER PRIOR TO SEEDING OR SODDING.

TIME FOR TESTING PRIOR TO IMPORTING SOIL

PLASTIC CONNECTOR

PLANTS DAMAGED DUE TO VANDALISM ARE NOT GUARANTEED.

VERIFY THE QUANTITIES OF PLANTS INDICATED IN THE PLANT KEYS WITH THOSE DRAWN ON THE PLAN, NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO TENDERING

ALL WORK TO BE PERFORMED IN COMPLIANCE WITH THE HEALTH AND SAFETY ACT 1949, ONTARIO Reg. 213/91, TILVEZ LATEST REVISIONS.

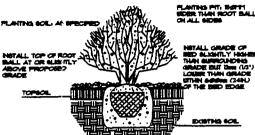
DETERMINE AND VERIFY THE LOCATION AND EXISTANCE OF ALL UNDERGROUND LITLLITIES PRIOR TO COMMENCING CONSTRUCTION. ADVISE THE LANDSCAPE ARCHITECT OF ANY CONFLICT SETLIEEN THE PROPOSE;) WORK AND EXISTING UTILLITIES, REPAIR ANY EXISTING SITE CONDITIONS ARE AS SHOUN ON THE PLAN.

PROVIDE TEM (SNU HELCH

REMOVE FOR THESE OF BUILDAP OR PERSON FOR SATING PLANTIC POT PRIOR TO PLANTING

NTS

EXHITING BOIL TAMPED



ROOT BALL FLUE SORIN (2N)

Shrub Plantina

2 THESE STAKES SET

SET TOP OF ROOTBALL AT OR SLIGHTLY ABOVE BURLAP NIFALL FOR PRET UNITER, REPLOVE N. APPRAIS PREPARED PLANTING SOLL ONE THIRD PEAT MOSS AND TEO THIRD! PEAT HOSS

PLANING PIT SK ROOT BALL DIA

PLANTING AREA BY ROOT BALL DIA Coniferous Tree Planting was

I GAME GALY, UPE 2 TREE STAKES SET CUITODE WAR FROM SPOUND BONN EARTH BARCER SITH. PREPARED PLANTING SOLI CHE THEO PEAT HOSS AND THO THIRDS PRABLE SCREENED TO CAT AND REMOVE WITE SANKET AND TOP ONE THIRD OF SUPLAP EXISTING SOIL TAMPED TO PREVIOUS SETTLEMENT

PLANTING PIT SK ROOT BALL DUE

FLANTING AREA BY ROOT BALL DIA

Deciduous Tree Plantina

Bézalle &

SEAL.

(ARLED)

REVISIONS.

PROJECT: RIVERSIDE **AUTO PARTS**

1215 FRONT RO. AMHERSTEURG ONTARIO

DRAWING TITLE. LANDSCAPE PAN AND DETAILS

SCALE: As Noted

DRAWN BY CHECKED BY

APPROVED BY:

DATE: *@*5_*Ø*1_*Ø*1

> DRAWING NO LA-1

BEZ FLE NO. 5-49

Plant List Key Botanical Name

DECIDUOUS TREES

ACER PUBRIM

DECIDUOUS SHEUB

CONFEROUS TRIE

Pg PICEA GLAUCA

SCHEDULE C

Gina Storino

ncesco Storino

AC AMELANCHIER CANADENSIS
POC PYRUS CALLETANA 'CAPITAL'
GIF CUERCUS ROBUR FASTIGIATA'

EaC EUCNYMUS ALATAI'COMPACTA'

TILIA CORDATA 'SLENLEYEN'

Common Name

RED MAPLE 540 mm WB SERVICEBERRY (SINGLE STEM)
CAPITAL FLOURING PEAR
FYRAMIDAL OAK 45 mm 45 mm 50 mm WB

GLENLEVEN LINDEN

Size Root

175 cm WB

DWARF BURNING BUSH 60 an POT

WHITE SPRUCE

Clerk

