

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-20

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

WHEREAS 1461689 Ontario Ltd. has proposed the development of property at Sandwich and Fort Streets for use as a supermarket;

AND WHEREAS the Council of the Town of Amherstburg passed By-law 2003-05 on January 27, 2003 entering into a Development Agreement with 1461689 Ontario Ltd.;

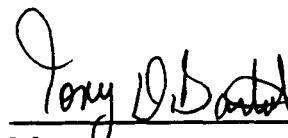
AND WHEREAS the Council of the Town of Amherstburg deems it necessary to repeal By-law 2003-05 and authorize the execution of a Development Agreement in the form annexed hereto;

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;

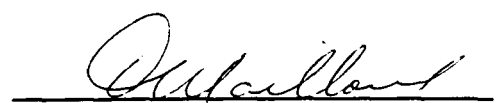
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

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. By-law 2003-05 is hereby repealed.
3. 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 10th day of March, 2003.



Mayor



Clerk

Certified to be a true copy of By-law No.
2003-20 passed by the Amherstburg
Municipal Council on March 10, 2003.

FOR OFFICE USE ONLY

CERTIFICATE OF RECEIPT
RECEPTE
ESSEX (12) WINDSOR

LAND REGISTRAR/REGISTRATEUR

16:45 PM 2003/04/08

Additional: See Schedule

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

(3) Property Identifier(s) Block 70553 Property 0101
70553 0282 Additional: See Schedule

(4) Nature of Document
Application to Register Notice of Development Agreement

(5) Consideration
Dollars \$

(6) Description
**Part Lots 10, 11, 12, 13, 14, and 15 Plan 6, AS IN 1334995(2)
Part of Lot 2, Plan 240 designated as Part 1 on 12R-14490**
Town of Amherstburg, County of Essex

(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 Town of Amherstburg has an unregistered estate, right, interest or equity in the above land of which 1461689 Ontario Ltd. is the registered owner and hereby apply to have Development Agreement dated March 10th, 2003, made between the The Corporation of the Town of Amherstburg and 1461689 Ontario Ltd., entered on the Parcel Register.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor Armando F. DeLuca, Q.C. 2003 04 07

(11) Address for Service 500-251 Goyeau St., Windsor, Ontario N9A 6V2

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D

1461689 ONTARIO ~~LLP~~ LIMITED (owner)

(13) Address for Service

(14) Municipal Address of Property
vacant land
Amherstburg, Ontario

(15) Document Prepared by:
ARMANDO F. DELUCA, Q.C.
MOUSSEAU, DELUCA, MCPHERSON,
PRINCE, LLP
500-251 GOYEAU ST.
WINDSOR, ONTARIO
N9A 6V2

| Fees and Tax | |
|------------------|------------------------|
| Registration Fee | 70 ⁰⁰ |
| | |
| | |
| | |
| Total | 70⁰⁰ |

DEVELOPMENT AGREEMENT

Registered _____, 2003

THIS AGREEMENT made in quintuplicate this 10 day of March, 2003.

BETWEEN: 1461689 ONTARIO ~~LEE~~ LIMITED

hereinafter called the "OWNER"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

hereinafter called the "CORPORATION"
OF THE SECOND PART

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;

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 a supermarket, 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" - Paving and Grading Plan
- SCHEDULE "E" - Site Servicing Plan
- SCHEDULE "F" - Stormwater Detention Calculations

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) Paving and grading plan.
6. Schedule "E" hereto shows:
 - (a) Site servicing drawings.
7. Schedule "F" hereto shows:
 - (a) Stormwater detention calculations.
8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Lines Corporation regarding any matters that relate to services provided by Essex Power Lines. The Owner shall also be responsible for conveying any required easements for the existing hydro overhead lines or new easements around the property if hydro lines need to be relocated.
9. 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.
10. 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.
11. 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. The area shown on Schedule "B" located on the north side of the structure which is shown with a granular "A" finish shall be maintained and provided with dust control.
12. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".

13. 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.
14. 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.
15. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
16. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "E" and Schedule "F" 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.
17. 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.
18. 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.
19. 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.
20. A solid wood fence, stained or treated and maintained, with a minimum of 1.83 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. In the event that an owner should fail to obey a stop work order issued under Section 24 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
28. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 25 or after notice of an opinion, which Council of the Corporation determines is correct under Section 26, 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.
29. 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.


- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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 (1) year maintenance period after the Town has inspected and initially approved same.
- 34. This Agreement shall be registered against the land to which it applies, at the 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: 1461689 ONTARIO ~~INC.~~ LIMITED

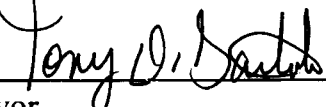


 Joseph Mikhail - President



 Lou Mikhail - Secretary
WE HAVE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE TOWN OF AMHERSTBURG



 Mayor



 Clerk

Authorized and approved by By-law No. 2003-20 enacted the 10th day of March, 2003.

SCHEDULE "A"

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

Part Lots 10, 11, 12, 13, 14 and 15, Registered Plan 6

Part Lot 12, Registered Plan 6

Part of Lot 2, Plan 240 designated as Part 1 on 12R-14490

Part Lot 14, Registered Plan 6

Part Lot 15, Registered Plan 6

Joseph Mikhail - President

Lou Mikhail - Secretary

TOWN OF AMHERSTBURG

Mayor - Tony DiBartolomeo

Clerk - David Mailloux

SITE DATA:

SITE AREA: 5.18 ACRES
225,848 SQ.FT.

BUILDING AREA:

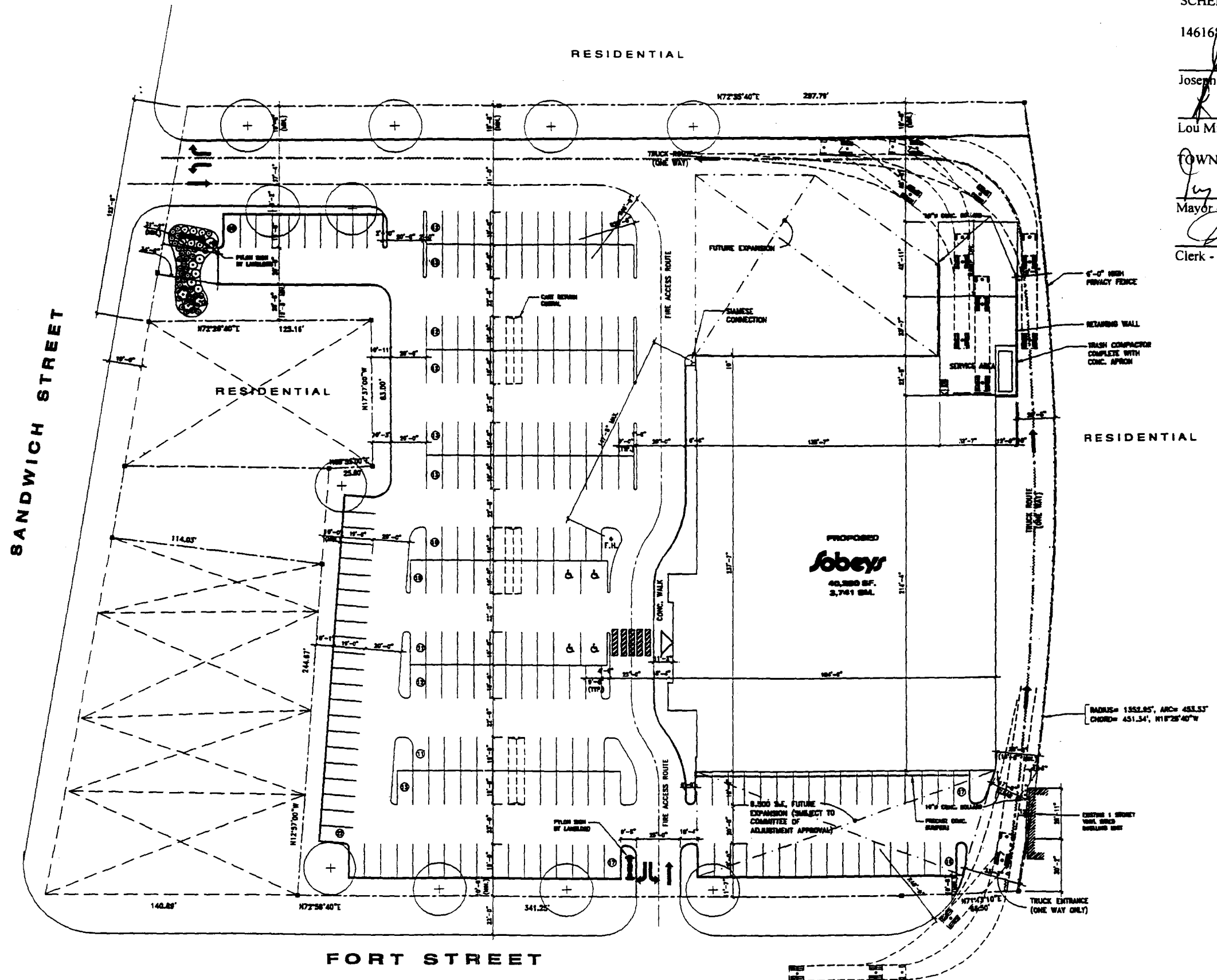
CURRENT FOOD STORE 40,000 SQ.FT.
FUTURE EXPANSION 20,175 SQ.FT. (80%)
TOTAL 60,175 SQ.FT.

PARKING REQUIRED: (TOWN OF AMHERSTBURG BY-LAW, SECTION 3)
ALL OCCUPANCIES LISTED ABOVE REQUIRE MIN. 1 SPACE PER 200 SQ.FT.

| CURRENT NEED | FUTURE EXPANSION NEED | TOTAL NEED |
|---------------------|-----------------------|--------------------|
| 40,000 = 148 SPACES | 20,175 = 75 SPACES | 148+75= 224 SPACES |

PARKING PROVIDED:
CURRENT PROVIDED: 224 SPACES

Note: Parking configuration based on lands acquired to date.



SITE PLAN
SCALE: 1" = 30'-0"
SITE PLAN AS PER THE DESIGN OF LAKESHORE GROUP.

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| | |
|-----------|--------------------|
| MAR.10/03 | SITE PLAN APPROVAL |
| DEC.23/02 | SITE PLAN APPROVAL |
| NOV.07/02 | SITE PLAN APPROVAL |
| NOV.05/02 | SITE PLAN APPROVAL |
| OCT.25/02 | SITE PLAN APPROVAL |

| | |
|-------|------------------|
| Date: | Issued For: |
| A | A DETAIL NUMBER |
| B | B LOCATION SHEET |
| C | C DETAIL SHEET |

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Project: AMHERSTBURG SHOPPING PLAZA

AMHERSTBURG, ONTARIO
Drawing Title: SITE PLAN

| | |
|--------------|-------------|
| Date: | MARCH, 2003 |
| Scale: | AS SHOWN |
| Drawn By: | /H.B. |
| Checked By: | |
| Project No.: | 01-1853 |
| Drawing No.: | |

SPL-1

| Key | Botanical Name | Common Name | Size | Root |
|-----------------------------------|-----------------------------------|---------------------------|--------|------|
| Plant List | | | | |
| DECIDUOUS TREES | | | | |
| AD | ACER PLATANOIDES 'DESORAI' | DESORAI MAPLE | 40 cm | SB |
| AM | ACER RUBRUM 'MORLAN' | MORLAN RED MAPLE | 40 cm | SB |
| ASH | QUERCUS TRIACANTHOS 'SHADEMASTER' | SHADEMASTER LOCUST | 40 cm | SB |
| TS | TILIA CORDATA 'GREENSPICE' | GREENSPICE LINDEN | 40 cm | SB |
| EVERGREENS | | | | |
| CD | COTONEASTER DAMPNI | SEABERRY COTONEASTER | 30 cm | POT |
| FP | PRUNUS HIBIDA 'TUPELO' | DWARF HIBIDO PINE | 40 cm | POT |
| DECIDUOUS/FLOWERING SHRUBS | | | | |
| AS | ARALIANCHER ALNIFOLIA | SASKATCHEWAN SERVICEBERRY | 200 cm | SB |
| BC | SCYTHUS ALATA 'COPHICIA' | DWARF SPINNING BUSH | 40 cm | POT |
| SP | SPYRAEA JAPONICA 'SHIROBANA' | SHIROBANA SPIREA | 30 cm | POT |

Notes

FINISH GRADE AND SOG ALL SITE AREAS EXCEPT THOSE WHERE PLANTING BEDS, PAVEMENT, OR BUILDINGS ARE INDICATED. EXTEND SOG TO PROPERTY LINES FOR INTERIOR LOT LINES AND TO CURB FOR STREET FRONTAGE.

SPREAD EXISTING TOPSOIL OVER SMOOTH SUBGRADE IN ORDER TO ACHIEVE A 4" MINIMUM DEPTH FOR ALL TURF AREAS. PROVIDE ADDITIONAL TOPSOIL AS REQUIRED. ADVISE LANDSCAPE ARCHITECT OF LOCATION OF STOCKPILE AND ALLOW ADEQUATE TIME FOR TESTING PRIOR TO SPREADING SOIL.

REMOVE ALL DEBRIS FROM ALL PLANTING BEDS TO A DEPTH OF 18". FILL ALL PLANTING BEDS WITH A MIN. 18" OF FRASILE TOPSOIL.

INSTALL 3" DEPTH CANADA RED MULCH IN ALL PLANTING BEDS AND IN THE ROOT BALCONES OF TREES. MULCH SHOULD BE 1/2" BELOW THE ADJACENT SURFACE WITHIN 24" OF THE EDGE OF THE BED. NO WEED CONTROL FABRIC IS REQUIRED.

SUPPLY AND INSTALL COMMERCIAL GRADE POLY EDGING WHERE PLANTING BEDS ARE ADJACENT TO TURF. SECURE EACH 20' LENGTH OF POLY EDGING WITH 6 STEEL PEGS AND JOIN WITH PLASTIC CONNECTOR.

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

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

ALL WORK TO BE PERFORMED IN COMPLIANCE WITH THE HEALTH AND SAFETY ACT 1990, ONTARIO REG. 213/91, 714/92 LATEST REVISIONS.

DETERMINE AND VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. ADVISE THE LANDSCAPE ARCHITECT OF ANY CONFLICT BETWEEN THE PROPOSED WORK AND EXISTING UTILITIES. REPAIR ANY DAMAGE DONE AS A RESULT OF CONSTRUCTION. VERIFY THAT ALL EXISTING SITE CONDITIONS ARE AS SHOWN ON THE PLAN.

Bezaire & Associates
 Landscape Architects
 2000 SHEPPARD AV. E. SUITE 100
 SCARBOROUGH, ONTARIO M1S 1T6
 (416) 291-1111
 FAX (416) 291-1112

SCHEDULE "C" TO BY-LAW 2003-20

1461689 ONTARIO LTD.

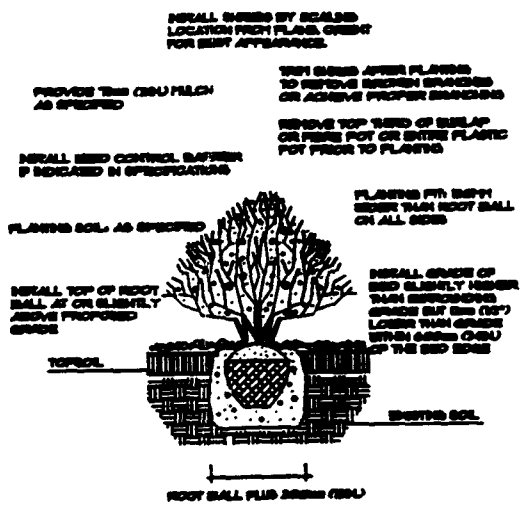
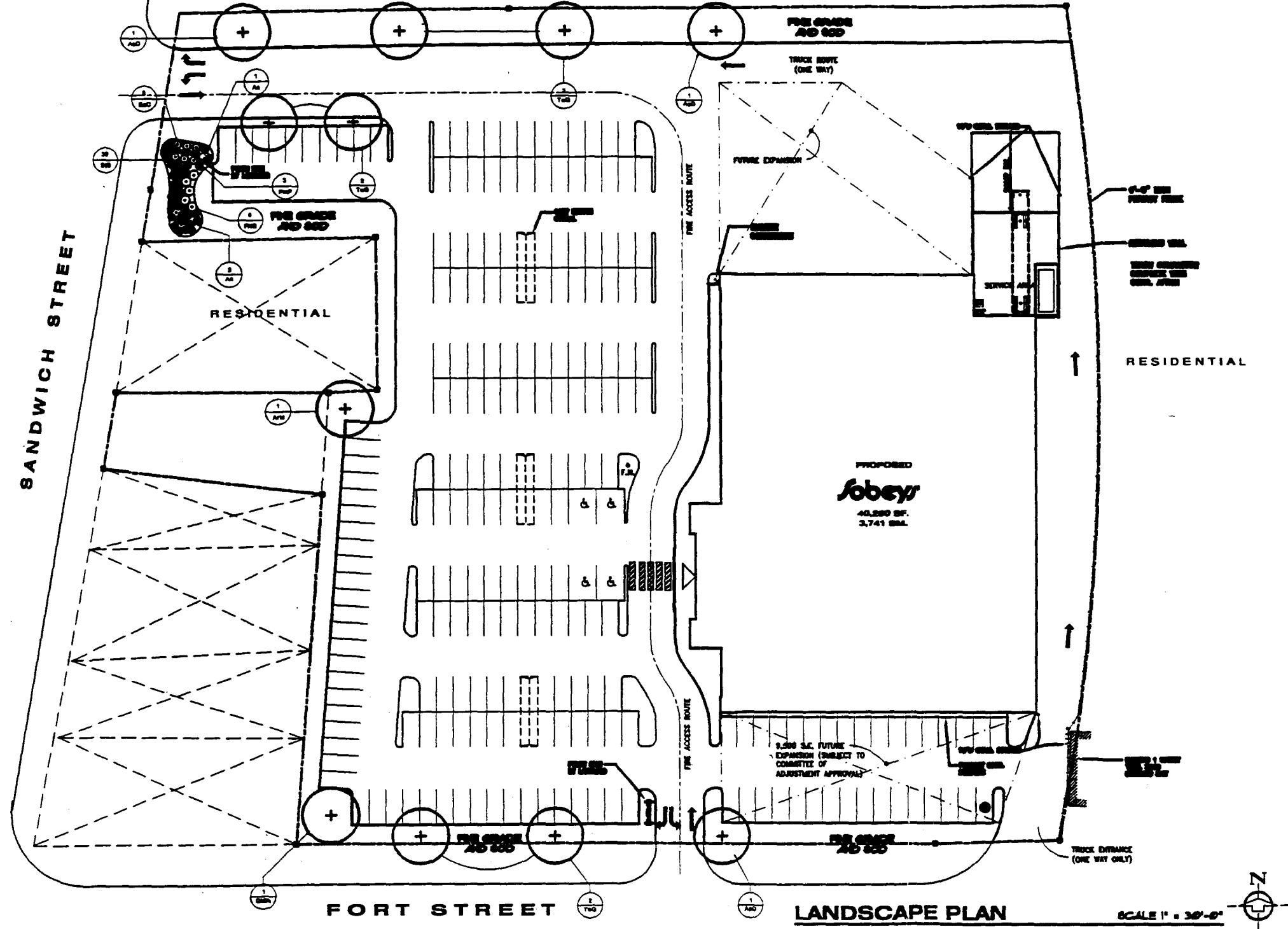
Joseph Mikhail - President

Lou Mikhail - Secretary

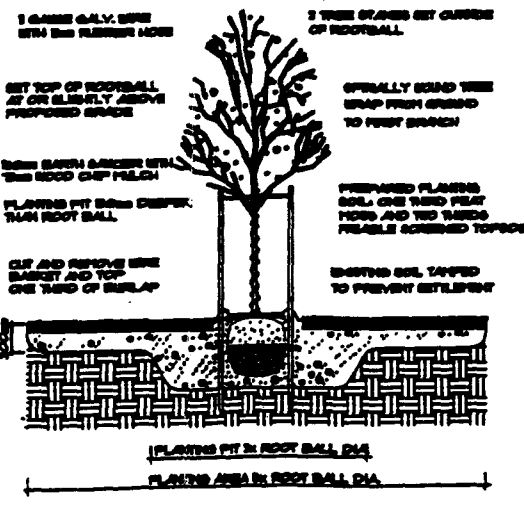
TOWN OF AMHERSTBURG

Mayor - Tony DiBartolomeo

Clerk - David Mailloux



Shrub Planting



Deciduous Tree Planting

LANDSCAPE PLAN SCALE 1" = 30'-0"

SEE PLAN SHEET 100
 SEE PLAN SHEET 100
 SEE PLAN SHEET 100
 PROJECT:
AMHERSTBURG SHOPPING PLAZA (SOBEYS)
 AMHERSTBURG ONTARIO
 DRAWING TITLE:
LANDSCAPE PLAN AND DETAILS
 SCALE:
 As Noted
 DRAWN BY:
 GDB
 CHECKED BY:
 FLS
 APPROVED BY:
 DATE:
 10.18.02
 DRAWING NO:
LA-1
 SEE FILE NO. 00

1461689 ONTARIO LTD.

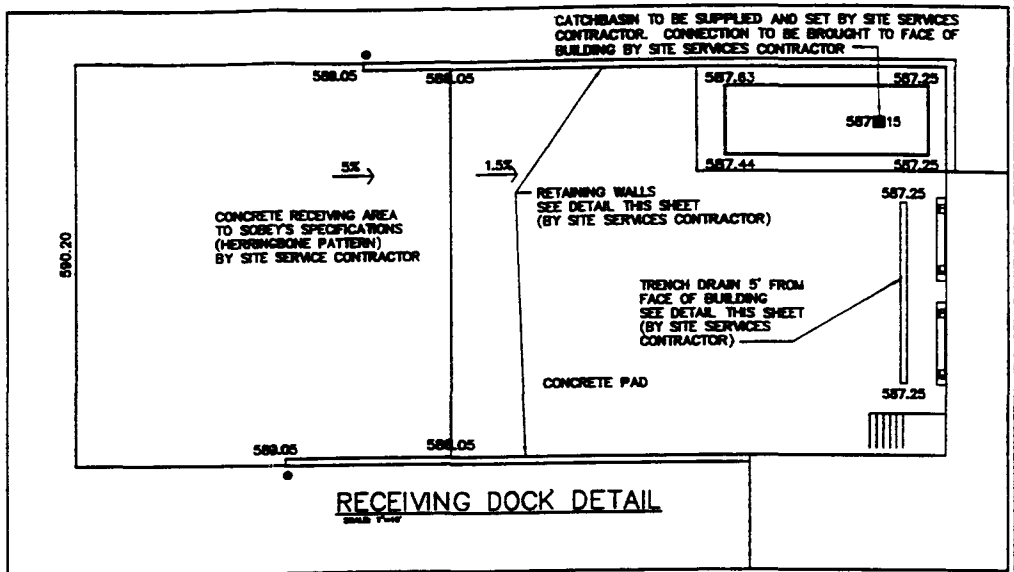
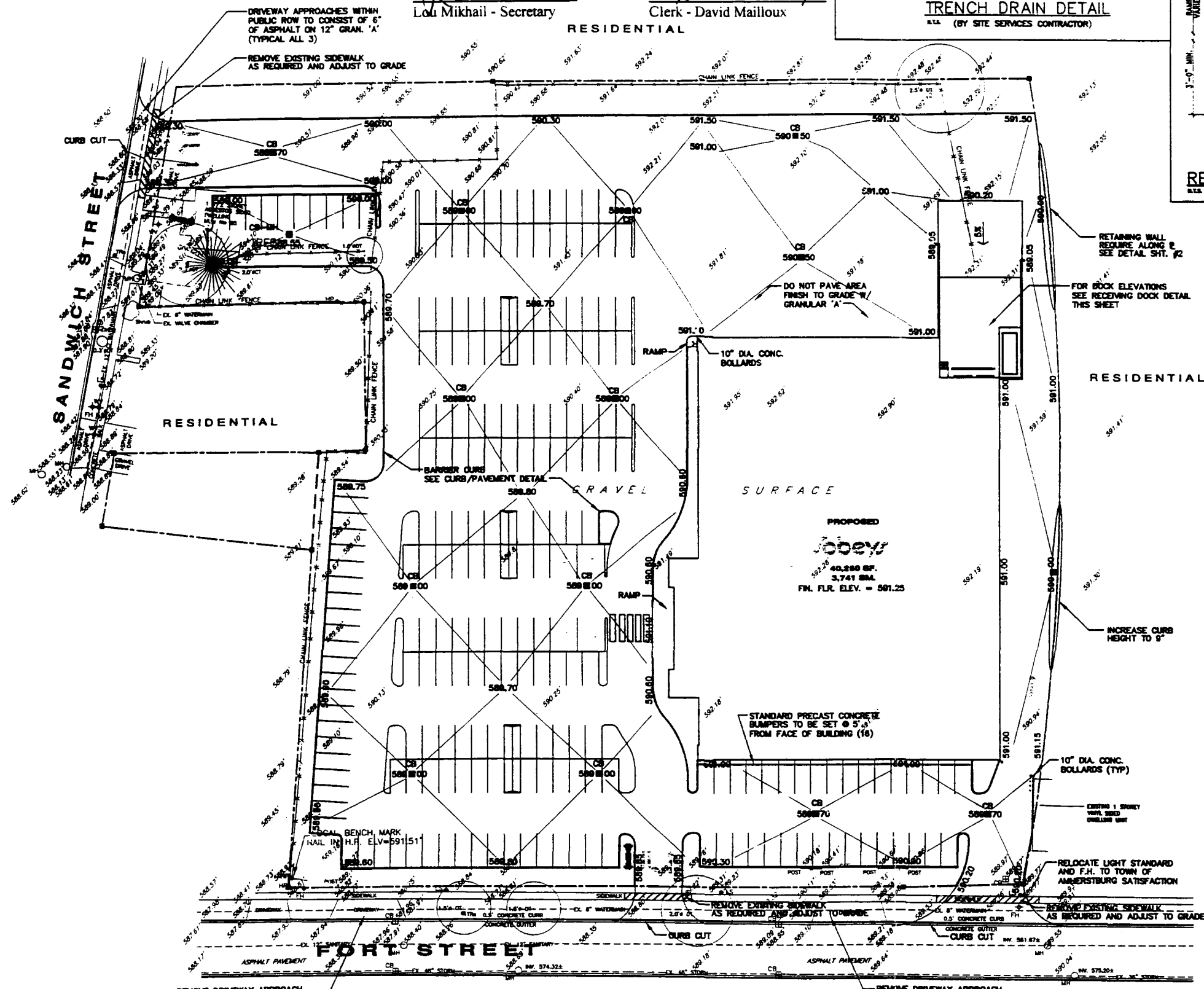
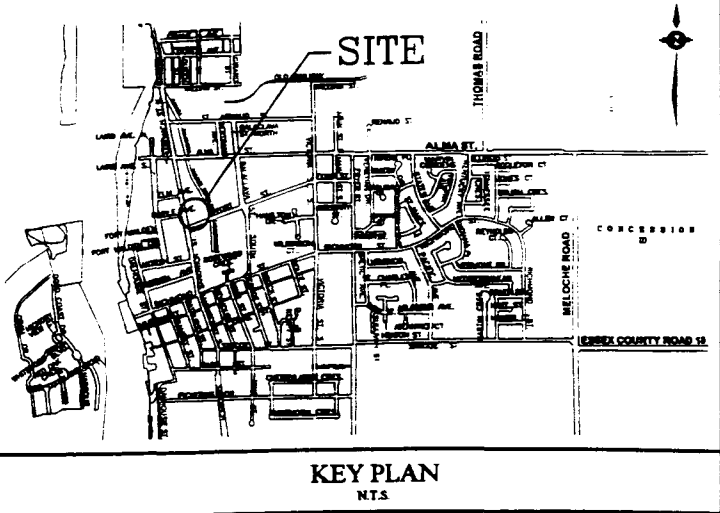
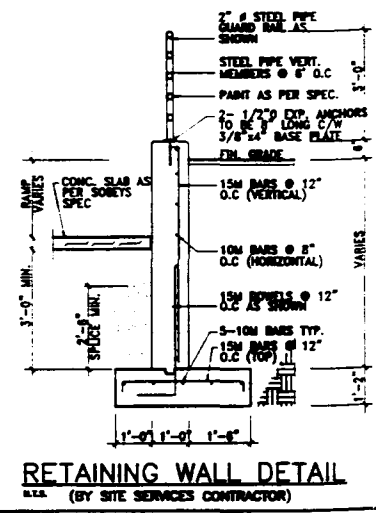
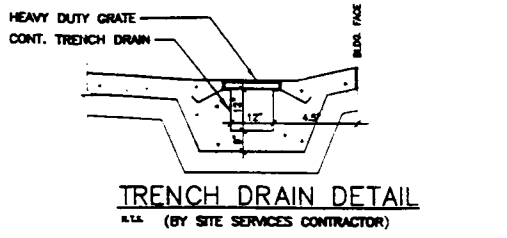
Joseph Mikhail - President

Lou Mikhail - Secretary

TOWN OF AMHERSTBURG

Mayor - Tony DiBartolomeo

Clerk - David Mailloux



| PARKING AREA | HEAVY DUTY PAVEMENT |
|---|---|
| 1 1/2" HL3 (OPSS 1150) ON 1 1/2" HL4 (OPSS 1150) ON 6" GRAN. 'A' (OPSS 1010) ON 6" GRAN. 'B' TYPE II (OPSS 1010) ALL COMPACTED TO 100% S.P.D. | 1 1/2" HL3 (OPSS 1150) ON 2 1/2" HL4 (OPSS 1150) ON 6" GRAN. 'A' (OPSS 1010) ON 6" GRAN. 'B' TYPE II (OPSS 1010) ALL COMPACTED TO 100% S.P.D. |

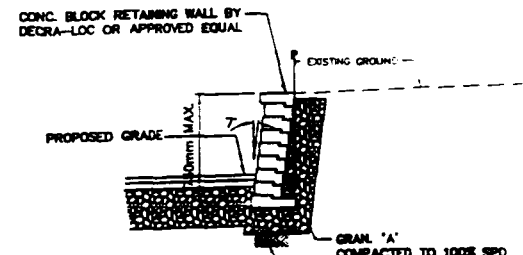
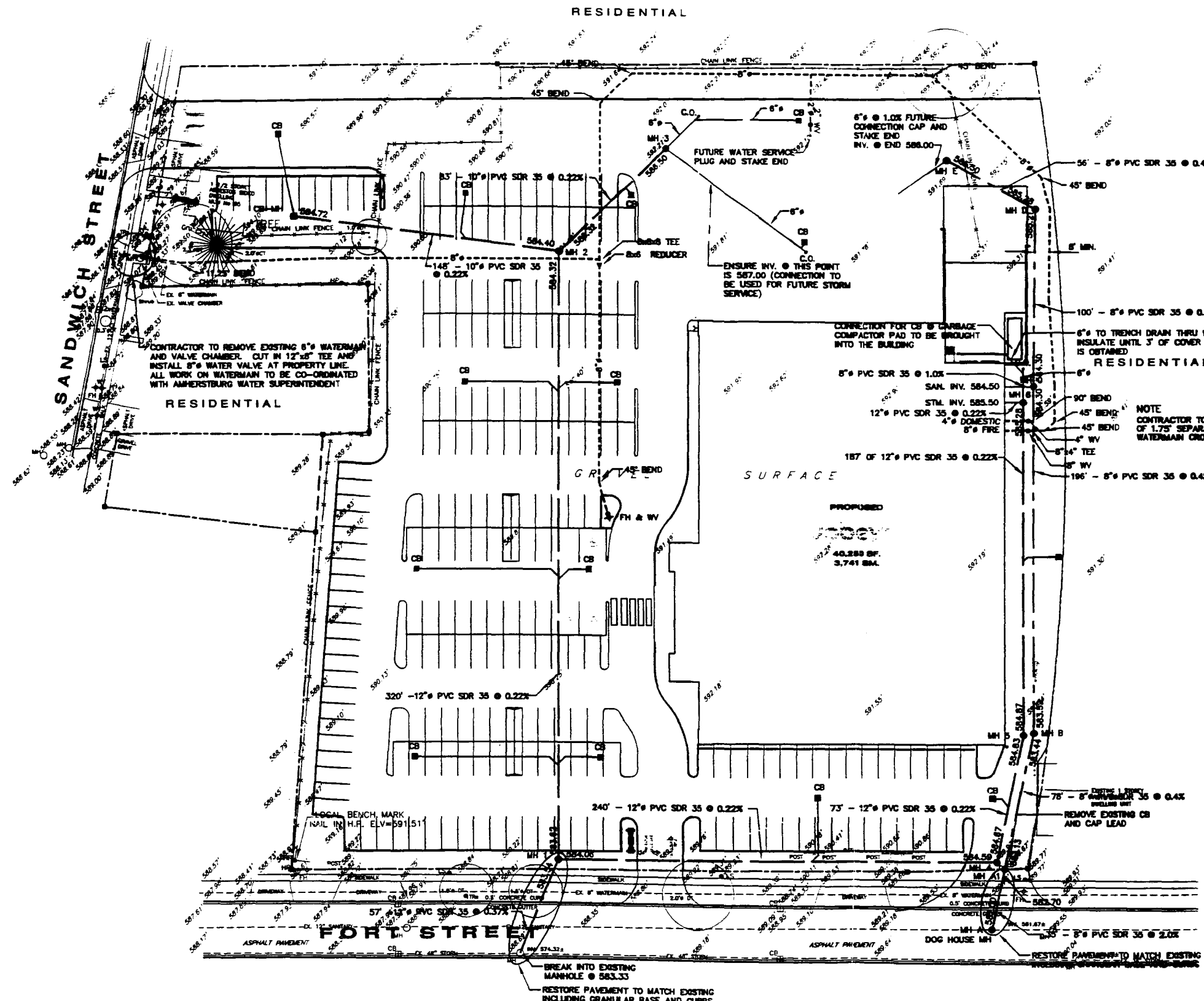
4" THK. CONC. SIDEWALK (4" TOPSOIL IN ISLAND)
CONCRETE BARRIER CURBS (O.P.S.D. - 600.11)

□ DENOTES HEAVY DUTY PAVEMENT



- NOTES**
- PERFORM ALL WORK TO OPSS AND TOWN OF AMHERSTBURG STANDARDS & OBTAIN ALL PERMITS.
 - RESTORE ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY TO TOWN OF AMHERSTBURG STANDARDS.
 - CONTRACTOR TO CONFIRM LOCATION OF EXISTING UTILITIES PRIOR TO PROCEEDING WITH ANY WORKS AND REPORT ANY DISCREPANCIES TO ENGINEER.
 - 598.00 DENOTES PROPOSED GRADE
 - 590.00 DENOTES EXISTING GRADE
 - ALL GRADES SHOWN ON PAVING AND GRADING PLAN ARE PAVEMENT GRADES ALL GRADES SHOWN ON SITE SERVICES PLAN ARE PIPE INVERTS
 - COORDINATE SIDEWALK CONSTRUCTION WITH BUILDING CONSTRUCTION
 - CONTRACTOR TO PROVIDE GRANULAR BASE 11" BELOW FINISHED FLOOR WITHIN BUILDING ENVELOPE (MIN. 12" THK.) AS PER SOILS REPORT PREPARED BY C.T. SOILS DATED OCTOBER 31, 2002 AVAILABLE FROM OWNER
 - ALL CATCHBASINS TO HAVE EZ FLOW RESTRICTOR PLATES WITH A 2.6"x2.6" SQUARE ORIFICE
- APPROVED IMPORTED CLAY (MIN. 6" THK.) FILL COMPACTED TO 88% S.P.D. FILL TO BE APPROVED BY GEOTECHNICAL ENGINEER -OR- GRAN. 'B' TYPE II (C.O.W. 0-3" CRUSHER RUN) COMPACTED TO 100% S.P.D.
- SEE APPROVED SITE PLAN FOR LAYOUT DIMENSIONS

| | | | | | |
|---|--------------|--------|----------------|---|--------------------------|
| 6. REVISED SITE PLAN | MAR. 7, 2003 | R.C.S. | | AMHERSTBURG SHOPPING PLAZA PAVING & GRADING PLAN | PROJECT NO. C102-1003 |
| 5. REVISED WATER AND SANITARY | JAN 22, 2003 | R.C.S. | DESIGN P.M. | | SHEET NO. 1 |
| 4. REVISED AS PER SOBRY'S COMMENTS | JAN 21, 2003 | R.C.S. | CHECKED R.C.S. | | |
| 3. ISSUED TO TOWN FOR APPROVAL (UNDER THE PLAN) | JAN 14, 2003 | R.C.S. | DRAWN P.M. | | |
| 2. RESSUED TO TOWN FOR APPROVAL | NOV 7, 2002 | R.C.S. | CHECKED R.C.S. | | |
| 1. ISSUED TO TOWN FOR APPROVAL | OCT 31, 2002 | R.C.S. | DATE JCT 2002 | | |
| NO. | DATE | BY | SCALE 1" = 30' | | |
| | | | | | |

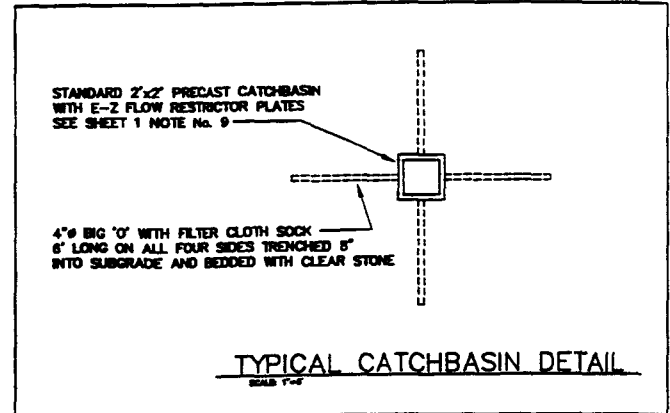


SCHEDULE "E" TO BY-LAW 2003-20

4461689 ONTARIO LTD.
 Joseph Mikhail - President
 Loti Mikhail - Secretary

TOWN OF AMHERSTBURG
 Mayor - Tony DiBartolomeo
 Clerk - David Mailloux

- NOTES:**
- PERFORM ALL WORK TO OPSS AND TOWN OF AMHERSTBURG STANDARDS
 - ALL WATERMAINS & SERVICES TO HAVE 5' MIN. COVER
 - SEWER BEDDING IS CLASS 'B' EXCEPT CLASS 'A' TO FIRST PIPE JOINT OUTSIDE MANHOLES.
 - GRANULAR 'B' BACKFILL IS TO BE USED AS BACKFILL FOR ALL TRENCHES (SEWER, WATERMAIN, ETC.) COMPACTED TO 100% S.P.D.
 - CATCH BASIN LEADS TO BE 4" PVC SDR 28 @ 2.0% UNLESS NOTED AS 6" PVC SDR 28 @ 1.0%
 - ALL MANHOLES ARE 48" PRECAST CONCRETE UNLESS OTHERWISE NOTED
 - ALL PRECAST CATCH BASINS TO BE 24"x24" TO OPSS SPEC.
 - NO BENCHING REQUIRED IN STORM SEWER MANHOLES.
 - LOCATION OF BUILDING SERVICES TO BE CONFIRMED WITH OWNER
 - ALL BUILDING SERVICES TO BE BROUGHT WITHIN 5' OF BLDG. -OR- BEYOND CURB



LEGEND:
 --- SANITARY SEWER
 --- STORM SEWER
 WATERMAIN CLASS 150 DR18 TO C900 SPECS

SEE APPROVED SITE PLAN FOR LAYOUT DIMENSIONS

| | | | | | | | | | | | | | |
|-----|------|----|-------|----------|---|--|--|--|--|--|--|---|--|
| | | | | | | | | Hanna, Ghazial and Spencer Ltd. Consulting Engineers WINDSOR, ONTARIO | | AMHERSTBURG SHOPPING PLAZA SITE SERVICES PLAN | | PROJECT NO. C102-1003 SHEET NO. 2 OF 2 | |
| NO. | DATE | BY | SCALE | 1" = 30' | 6. REVISED SITE PLAN MAR. 7, 2003 R.C.S. 5. REVISED WATER AND SANITARY JAN 22, 2003 R.C.S. DESIGN P.M. 4. REVISED AS FOR SOREY'S COMMENTS JAN 21, 2003 R.C.S. CHECKED R.C.S. 3. ISSUED TO TOWN FOR APPROVAL JAN 14, 2003 R.C.S. DRAWN P.M. 2. REVISION TO TOWN FOR APPROVAL NOV 7, 2002 R.C.S. CHECKED R.C.S. 1. ISSUED TO TOWN FOR APPROVAL OCT 31, 2002 R.C.S. DATE OCT 2002 | | | | | | | | |

Amherstburg Shopping Plaza

10 January 2003
File: C102-1003

Storm Detention Calculations (1:2 Year)

area = 4.58 acres

Existing Conditions: $C = 0.2$
 $t_c = 20 \text{ min} \Rightarrow i = 2.373 \text{ in/hr.}$

$Q_{EX} = 4.58 (0.2) (2.373) = 2.17 \text{ c.f.s.}$

Proposed Conditions:

- area bldg. = 0.92 acres $\Rightarrow C = 0.95$
- area pave. = 3.02 acres $\Rightarrow C = 0.9$
- area lands. = 0.64 acres $\Rightarrow C = 0.2$

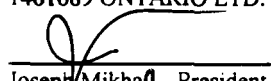
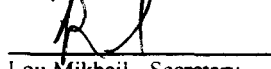
$AC_{TOTAL} = 0.92(0.95) + 0.9(3.02) + 0.2(0.64) = 3.72$

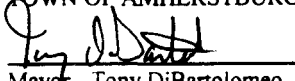
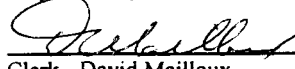
$Q_{NEW} = 3.72 (2.373) = 8.83 \text{ c.f.s.}$

$Q_{NEW} \gg Q_{EX}$ Storm Detention Required

\therefore Storage Required = 8,462 cubic feet = 5 Req'd'z

SCHEDULE "F" TO BY-LAW 2003-20

1461689 ONTARIO LTD.

 Joseph Mikhail - President

 Lou Mikhail - Secretary

TOWN OF AMHERSTBURG

 Mayor - Tony DiBartolomeo

 Clerk - David Mailloux

STORM WATER DETENTION CALCULATIONS (2 YEAR)

PROJECT: Amherstburg Shopping Plaza
LOCATION: Amherstburg
DATE: January 10, 2003
FILE: C102-1003

EXISTING CONDITIONS

AREA (acres) 4.58
COEFFICIENT 0.2
INTENSITY 2.373

$Q_{EX} = ACI = 4.58(0.2)(2.373) = 2.17 \text{ cfs}$

PROPOSED CONDITIONS

AREA (acres) 4.58
COEFFICIENT 0.81
INTENSITY 2.373

$Q_{NEW} = ACI = 4.58(0.81)(2.373) = 8.83 \text{ cfs}$

DESIGN CRITERIA

STORM FREQUENCY: 1:2 YEARS
TOTAL AREA: 4.58 acres
RELEASE Q: 2.17 cfs
TIME (Tc): 20 min.
PEAK Q: 8.83 cfs
CA: 3.72

| TIME (Tc) (min) | INTENSITY (in/hr) | PEAK Q (cfs) | VOLUME (cf) | RELEASE VOLUME (cf) | STORAGE (cf) |
|---------------------------|-----------------------------|------------------------|-----------------------|-------------------------------|------------------------|
| 5 | 5.701 | 5.302 | 1590.55 | 651 | 940 |
| 10 | 3.678 | 6.841 | 4104.84 | 1302 | 2803 |
| 15 | 2.846 | 7.942 | 7147.49 | 1953 | 5194 |
| 20 | 2.373 | 8.828 | 10593.63 | 2604 | 7990 |
| 25 | 2.061 | 7.666 | 11499.75 | 3255 | 8245 |
| 30 | 1.837 | 6.832 | 12297.34 | 3906 | 8391 |
| 35 | 1.666 | 6.197 | 13014.70 | 4557 | 8458 |
| 40 | 1.531 | 5.696 | 13669.84 | 5208 | 8462 |
| 45 | 1.421 | 5.287 | 14275.04 | 5859 | 8416 |
| 50 | 1.330 | 4.946 | 14839.08 | 6510 | 8329 |
| 55 | 1.252 | 4.657 | 15368.49 | 7161 | 8207 |
| 60 | 1.185 | 4.408 | 15868.28 | 7812 | 8056 |

THEREFORE, MAXIMUM STORAGE REQUIRED IS 8,462 CUBIC FEET

Storage Available (2 Year)

Building Storage 2,175 cubic feet
(see attached calc's)

restrict roof drains to 0.437 c.f.s.

$$\text{avg. water depth} = \frac{2175}{40000} = 0.05' \approx 0.65''$$

Ground Storage (6" of water @ CB's)

6540 cubic feet

$$\therefore \text{Storage Available} = 6540 + 2175 = 8715 \text{ ft}^3 \\ = S_{\text{Avail}_2}$$

$$\therefore S_{\text{Avail}_2} \gg S_{\text{Req'd}_2}$$

Restrictor Plate Orifice Calculation

13 CB's

$$2.17 / 13 = 0.167 \text{ c.f.s.}$$

$$0.167 = 0.6 A \sqrt{2(32.17)(0.5)}$$

$$A = 0.049 \text{ ft}^2$$

$$A = x^2$$

$$x = 0.221' \approx 2.6''$$

∴ E-Z Flow Restrictor Plates to be Installed @ all CB's w/ 2.6" x 2.6" square orifice.

Amherstburg Shopping Plaza

10 January 2003

File: C102-1003

Storm Detention Calculations

(1:100 Year)

$$\text{area} = 4.58 \text{ acres}$$

Existing Conditions:

$$C=0.2$$

$$t_e = 20 \text{ min} \Rightarrow i = 5.568 \text{ in/hr.}$$

$$Q_{\text{EX}} = 0.2(4.58)(5.568) = 5.10 \text{ c.f.s.}$$

Proposed Conditions:

$$AC_{\text{TOTAL}} = 3.72$$

$$Q_{\text{NEW}} = 3.72(5.568) = 20.71 \text{ c.f.s.}$$

$Q_{\text{NEW}} > Q_{\text{EX}}$ Storm Detention Required.

$$\therefore \text{Storage Required} = S_{\text{Req'd}, 100} = 27,931 \text{ cubic feet}$$

STORM WATER DETENTION CALCULATIONS (100 YEAR)

PROJECT: Amherstburg Shopping Plaza
LOCATION: Amherstburg
DATE: January 10, 2003
FILE: C102-1003

EXISTING CONDITIONS

AREA (acres) 4.58
COEFFICIENT 0.2
INTENSITY 5.568

$Q_{EX} = ACI = 4.58(0.2)(5.568) = 5.10 \text{ cfs}$

PROPOSED CONDITIONS

AREA (acres) 4.58
COEFFICIENT 0.81
INTENSITY 5.568

$Q_{NEW} = ACI = 4.58(0.81)(5.568) = 20.71 \text{ cfs}$

DESIGN CRITERIA

STORM FREQUENCY: 1:100 YEARS
TOTAL AREA: 4.58 acres
RELEASE Q: 2.17 cfs
TIME (Tc): 20 min.
PEAK Q: 20.71 cfs
CA: 3.72

| TIME (Tc) (min) | INTENSITY (in/hr) | PEAK Q (cfs) | VOLUME (cf) | RELEASE VOLUME (cf) | STORAGE (cf) |
|---------------------------|-----------------------------|------------------------|-----------------------|-------------------------------|------------------------|
| 5 | 10.026 | 9.324 | 2797.34 | 651 | 2146 |
| 10 | 7.873 | 14.643 | 8786.02 | 1302 | 7484 |
| 15 | 6.511 | 18.166 | 16349.24 | 1953 | 14396 |
| 20 | 5.568 | 20.714 | 24857.11 | 2604 | 22253 |
| 25 | 4.875 | 18.135 | 27202.90 | 3255 | 23948 |
| 30 | 4.343 | 16.155 | 29078.58 | 3906 | 25173 |
| 35 | 3.920 | 14.584 | 30625.50 | 4557 | 26068 |
| 40 | 3.577 | 13.305 | 31932.14 | 5208 | 26724 |
| 45 | 3.291 | 12.243 | 33056.98 | 5859 | 27198 |
| 50 | 3.050 | 11.347 | 34040.36 | 6510 | 27530 |
| 55 | 2.844 | 10.579 | 34911.11 | 7161 | 27750 |
| 60 | 2.665 | 9.914 | 35690.42 | 7812 | 27878 |
| 65 | 2.509 | 9.332 | 36394.29 | 8463 | 27931 |
| 70 | 2.370 | 8.818 | 37035.02 | 9114 | 27921 |

THEREFORE, MAXIMUM STORAGE REQUIRED IS 27,931 CUBIC FEET

Storage Available (100 Year)

Building Storage 6873 cubic feet
(see attached calc's)

restrict roof drains to 0.437 c.f.s.

$$\text{avg. water depth} = \frac{6873}{40000} = 0.17' \approx 2.06''$$

Ground Storage (12" of water @ CR's)

$$6540 + 39225(0.5) = 26153 \text{ cubic feet}$$

$$\therefore \text{Storage Available} = S_{\text{Avail}_{100}} = 33,026 \text{ ft}^3$$

$$\therefore S_{\text{Avail}_{100}} \gg S_{\text{Reqd}_{100}}$$

STORM WATER DETENTION CALCULATIONS (Building 2 YEAR)

PROJECT: Amherstburg Shopping Plaza
LOCATION: Amherstburg
DATE: October 22, 2002
FILE: C102-1003

EXISTING CONDITIONS

AREA (acres) 0.92
COEFFICIENT 0.2
INTENSITY 2.373

$Q_{EX} = ACI = 0.92(0.2)(2.373) = 0.437 \text{ cfs}$

PROPOSED CONDITIONS

AREA (acres) 0.92
COEFFICIENT 0.95
INTENSITY 2.373

$Q_{NEW} = ACI = 0.92(0.95)(2.373) = 2.07 \text{ cfs}$

DESIGN CRITERIA

STORM FREQUENCY: 1:2 YEARS
TOTAL AREA: 0.92 acres
RELEASE Q: 0.437 cfs
TIME (Tc): 20 min.
PEAK Q: 2.07 cfs
CA: 0.874

| TIME (Tc) (min) | INTENSITY (in/hr) | PEAK Q (cfs) | VOLUME (cf) | RELEASE VOLUME (cf) | STORAGE (cf) |
|--------------------|----------------------|-----------------|----------------|---------------------------|-----------------|
| 5 | 5.701 | 1.246 | 373.69 | 131.1 | 243 |
| 10 | 3.678 | 1.607 | 964.42 | 262.2 | 702 |
| 15 | 2.846 | 1.866 | 1679.28 | 393.3 | 1286 |
| 20 | 2.373 | 2.074 | 2488.93 | 524.4 | 1965 |
| 25 | 2.061 | 1.801 | 2701.82 | 655.5 | 2046 |
| 30 | 1.837 | 1.605 | 2889.21 | 786.6 | 2103 |
| 35 | 1.666 | 1.456 | 3057.75 | 917.7 | 2140 |
| 40 | 1.531 | 1.338 | 3211.68 | 1048.8 | 2163 |
| 45 | 1.421 | 1.242 | 3353.87 | 1179.9 | 2174 |
| 50 | 1.330 | 1.162 | 3486.39 | 1311 | 2175 |
| 55 | 1.252 | 1.094 | 3610.77 | 1442.1 | 2169 |
| 60 | 1.185 | 1.036 | 3728.19 | 1573.2 | 2155 |

THEREFORE, MAXIMUM STORAGE REQUIRED IS 2,175 CUBIC FEET

STORM WATER DETENTION CALCULATIONS (Building 100 YEAR)

PROJECT: Amherstburg Shopping Plaza
LOCATION: Amherstburg
DATE: October 22, 2002
FILE: C102-1003

EXISTING CONDITIONS

AREA (acres) 0.92
COEFFICIENT 0.2
INTENSITY 5.568

$$Q_{EX} = ACI = 0.92(0.2)(5.568) = 1.02 \text{ cfs}$$

PROPOSED CONDITIONS

AREA (acres) 0.92
COEFFICIENT 0.95
INTENSITY 5.568

$$Q_{NEW} = ACI = 0.92(0.95)(5.568) = 4.87 \text{ cfs}$$

DESIGN CRITERIA

STORM FREQUENCY: 1:100 YEARS
TOTAL AREA: 0.92 acres
RELEASE Q: 0.437 cfs
TIME (Tc): 20 min.
PEAK Q: 4.87 cfs
CA: 0.874

STORM WATER DETENTION CALCULATIONS (Building 100 YEAR) -Cont'd.

| TIME (Tc) (min) | INTENSITY (in/hr) | PEAK Q (cfs) | VOLUME (cf) | RELEASE VOLUME (cf) | STORAGE (cf) |
|--------------------|----------------------|-----------------|----------------|---------------------------|-----------------|
| 5 | 10.026 | 2.191 | 657.23 | 131.1 | 526 |
| 10 | 7.873 | 3.440 | 2064.24 | 262.2 | 1802 |
| 15 | 6.511 | 4.268 | 3841.19 | 393.3 | 3448 |
| 20 | 5.568 | 4.867 | 5840.08 | 524.4 | 5316 |
| 25 | 4.875 | 4.261 | 6391.22 | 655.5 | 5736 |
| 30 | 4.343 | 3.796 | 6831.90 | 786.6 | 6045 |
| 35 | 3.920 | 3.426 | 7195.35 | 917.7 | 6278 |
| 40 | 3.577 | 3.126 | 7502.34 | 1048.8 | 6454 |
| 45 | 3.291 | 2.877 | 7766.61 | 1179.9 | 6587 |
| 50 | 3.050 | 2.666 | 7997.65 | 1311 | 6687 |
| 55 | 2.844 | 2.486 | 8202.23 | 1442.1 | 6760 |
| 60 | 2.665 | 2.329 | 8385.33 | 1573.2 | 6812 |
| 65 | 2.509 | 2.192 | 8550.70 | 1704.3 | 6846 |
| 70 | 2.370 | 2.072 | 8701.24 | 1835.4 | 6866 |
| 75 | 2.247 | 1.964 | 8839.20 | 1966.5 | 6873 |
| 80 | 2.137 | 1.868 | 8966.40 | 2097.6 | 6869 |
| 85 | 2.038 | 1.781 | 9084.30 | 2228.7 | 6856 |
| 90 | 1.948 | 1.703 | 9194.07 | 2359.8 | 6834 |

THEREFORE, MAXIMUM STORAGE REQUIRED IS 6,873 CUBIC FEET