THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-52

A by-law authorizing the signing of a Development Agreement.

WHEREAS Pacitti Contracting Company Inc. has proposed the development of property being Part of Gore Lot at Rear of Lot 19, Concession 1 for purposes of a commercial building with three units;

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 28th day of June, 2004.

Wagne Huss
Mayor
Dellaillour

Clerk

Certified to be a true copy of By-law No. 2004-52 passed by the Amherstburg Municipal Council on June 28, 2004.

LRO # 12 Notice Of Subdivision Agreement

Receipted as CE94653 on 2004 08 09

yyyy mm dd Page 1 of 15

at 10:47

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

Properties

`'N

01546 - 0226 LT

Estate/Qualifier

Fee Simple Lt Conversion Qualified

rscription

PT GORELT IN REAR OF LT 19 CON 1 ANDERDON AS IN R320327; AMHERSTBURG

Address

AMHERSTBURG

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 AMHERSTBURG

Address for Service

271 Sandwich St. S. Amherstburg, Ontario

N9V 2Z3

I, LORY BRATT, AMCT, PLANNING COORDINATOR, have the authority to bind the corporation.

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

arty To(s)

Capacity

Share

Name

PACITTI CONTRACTING COMPANY INC.

Address for Service

754 Second Concession Rd. Amherstburg, Ontario

N9V 3R3

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca

500-251 Goyeau Street Windsor N9A 6V2

acting for Applicant(s)

Signed

2004 08 06

Tel

519-258-0615

5192586833 ax

> 500-251 Goyeau Street Windsor N9A 6V2

acting for Party To(s)

Signed

2004 08 06

Tel

519-258-0615

Armando Felice Antonio DeLuca

5192586833 Fax

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE 500-251 Goyeau Street Windsor N9A 6V2

2004 08 09

Tel Fax

519-258-0615 5192586833

Fees/Taxes/Payment

Statutory Registration Fee

\$60.00

ıtal Paid

\$60.00

File Number

Applicant Client File Number:

22772

· ·		Province of Ontario				Ocument (Do Pro	ocess Software	Ltd. • (4	16) 322-61	111	D
\prod						(1) Registry X	Land Titles		2) Page 1 o	of 16.	pages		
						(3) Property Identifier(s)	Block 0154	Prop	erty 0227		5	Additional: See Schedule	
	. • •	ATION ENENT	34	À	ESISTRATEUR	(4) Nature of Document DEVELOPME	nent NT AGREEME	NT					<
ONLY	227	REGISTRATION REGISTREMENT WINDSOR	AM 1034	And the second s	full.	(5) Consideration			A Dollar	 s \$			
JE USE	72 T	TE OF I	6		7888 T	(6) Description Pt. Gorelt in rea	ar of Lot 19 CO	N 1 An	derdon;	***************************************			
FOR OFFICE USE ONLY:		CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT ESCEX (12) WINDSOR	2007 RUG	UB	TAND RECIS	Town of Amher	stburg, County (of Esse	ex		,		
	New Property Id	entifiers		Additional: See Schedule									
	Executions			Additional:		(7) This Document Contains:	(a)Redescription New Easement Plan/Sketch	(E	o) Schedule for	NO AC	dditional F		or X
	This Documen	t provides as folio		Schedule	<u> </u>		rial/OkelCN		Description		arties L	Otne	- \
		t relates to instrui		ımber(s)						Cor	ntinued on	Schedule	
,,,]	Name(s)	ATION OF TH		WN OF	AM		Signature(s)		m		Y	of Signati	D
	licant) by	its solicitor					ARMAÑDO F. I	ELU	CA, Q.C.				
ļ													
(11) Address for Service			271 S	and	wich St. S., Box	159, Amhertbur	g, Onta	ario N9V 22	Z3			
(12) Party(ies) (Set out Status or Interest) Name(s)								Date of Signature					
P.	ACITTI CO	NTRACTING	CON	IPANY	INC	. (Owner)							
			*********					*************					
ľ	\ddress for Service												
7	Vunicipal Ad	dress of Property				ocument Prepared b	-		Negistratio		and Tax		$\overline{}$
vacant land Amherstburg, Ontario]]	Mou: Barr 500-2	isters and Solicit 251 Goyeau St.	Pherson,Prince,	LLP	OPFICE USE		60			
						lsor, Ontario 6V2			Tota	 	60		_

DEVELOPMENT AGREEMENT

Registered	, 2004
THIS AGREEMENT ma	ade in quintuplicate this 28th day of, 2004.
BETWEEN:	Pacitti Contracting Company Inc.
	hereinafter called the "OWNER" OF THE FIRST PART
	-and-
	THE CORPORATION OF THE TOWN OF AMHERSTBURG
	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";

OF THE SECOND PART

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 commercial building with three units 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" - Elevations

SCHEDULE "D" – Site Servicing

SCHEDULE "E" - Storm Water Detention Calculations

SCHEDULE "F" - Landscaping

- 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 materials.
- 4. Schedule "C" hereto shows:
 - (a) Elevation Drawings
- 5. Schedule "D" hereto shows:
 - (a) Site Servicing Plan
- 6. Schedule "E" hereto shows:
 - (a) Storm Water Detention Calculations and Storm Sewer Design Sheet
- 7. Schedule "F" hereto shows:
 - (a) Landscaping Plan
- 8. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada.
- 9. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and/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 materials, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
- 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 "D" and Schedule "E" 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 "F". 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. 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 that 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.
- 21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. In the event that an Owner should fail to obey a stop work order issued under Section 23 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
- 27. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 24 or after notice of an opinion, which Council of the Corporation determines is correct under Section 25, 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.
- 28. 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.
- 29. 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.

- 30. 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.
- 31. 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.
- 32. The Owner acknowledges that the site plan shows future development to the east and north of the subject site, however prior to any further Neighbourhood Commercial development proceeding an amendment to the Official Plan will be required.
- 33. The Owner acknowledges that prior to any further development on the site, improvements will be required to the Ouellette Drain to be completed under an engineer's report in accordance with the provisions of the Drainage Act and approved by the Corporation.
- 34. 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.
- 35. 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: Pacitti Contracting Company Inc.

Aldo Pacitti, President

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Wasan Ken

Mayor Wayne Hurst

Authorized and approved by By-law No. 2004-52 enacted the 28th day of June, 2004.

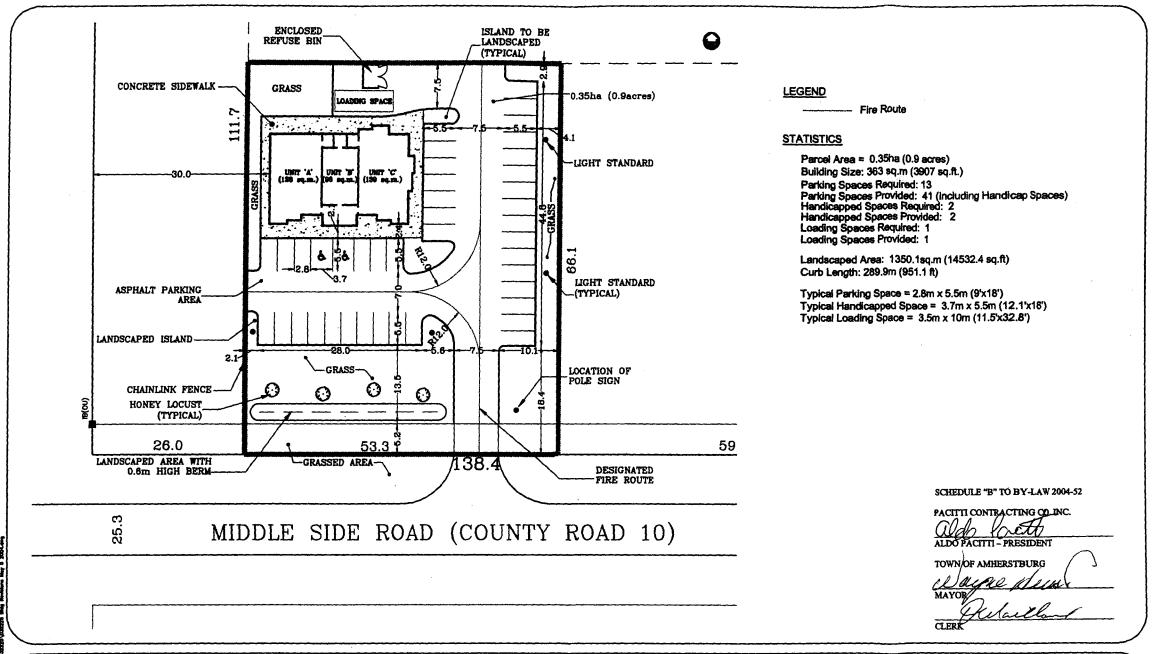
Clerk David Mailloux

We have authority to bind the corporation

SCHEDULE "A"

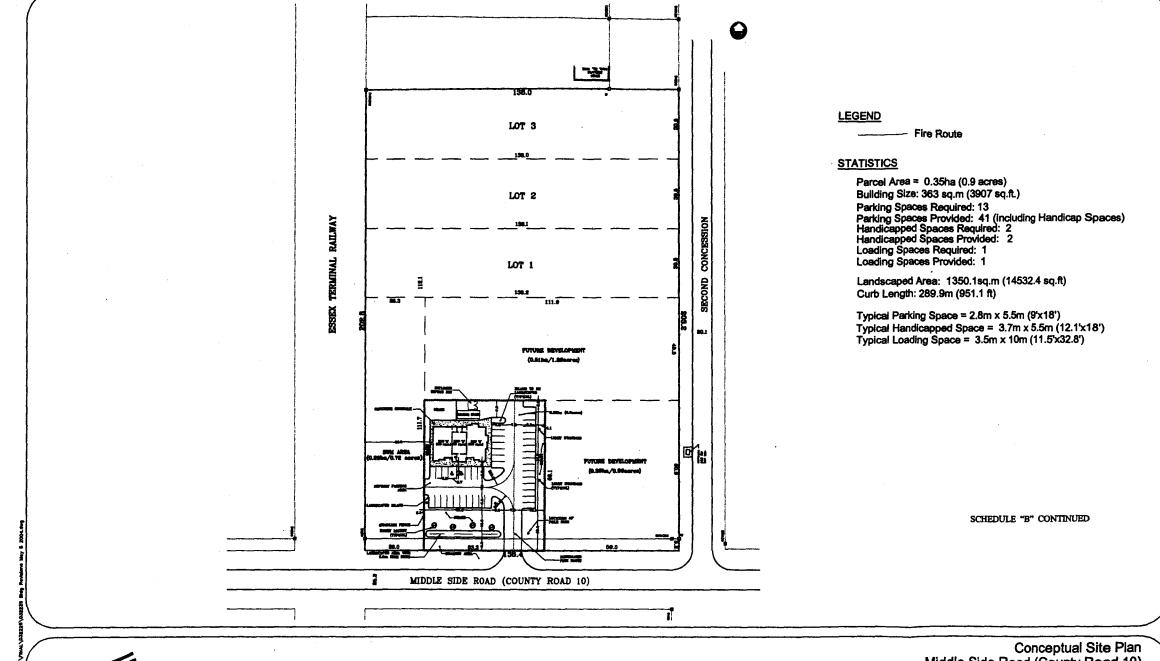
The following is a description of the land to which this instrument applies:

Part of Gore Lot at Rear of Lot 19
Concession 1
Geographic Township of Anderdon
now in the
Town of Amherstburg
County of Essex
Province of Ontario
P.I.N. 01546-0227 and 01546-0226



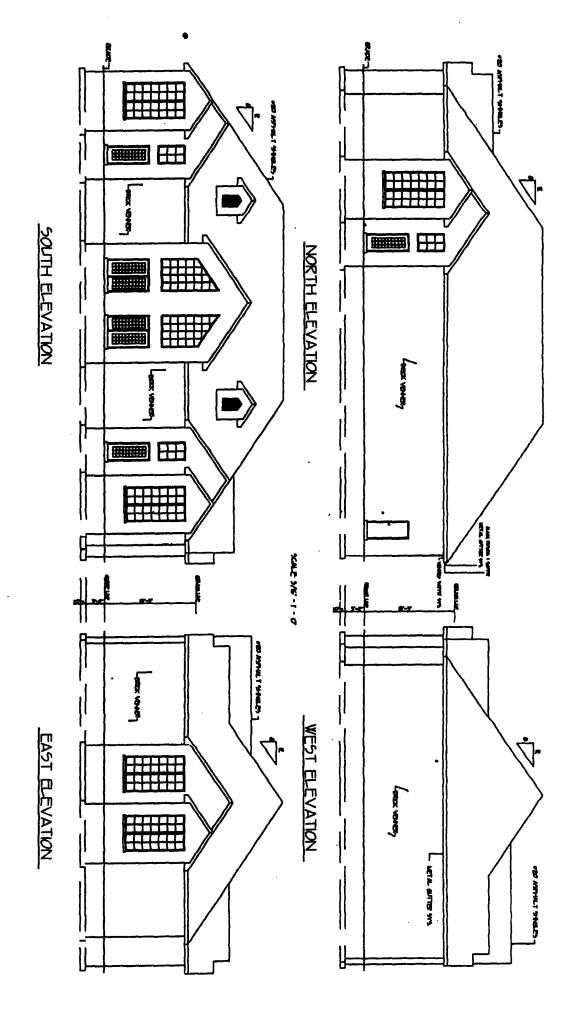
DILLON CONSULTING 05-2225-1000 Apri 20, 2004 Conceptual Site Plan- Commercial Parcel Middle Side Road (County Road 10) at Second Concession Critic Property

Scale: 1:250





Conceptual Site Plan
Middle Side Road (County Road 10)
at Second Concession
Pacitti Property
Town of Amherstburg
Scale: 1:750



SCHEDULE "C" TO BY-LAW 2004-52

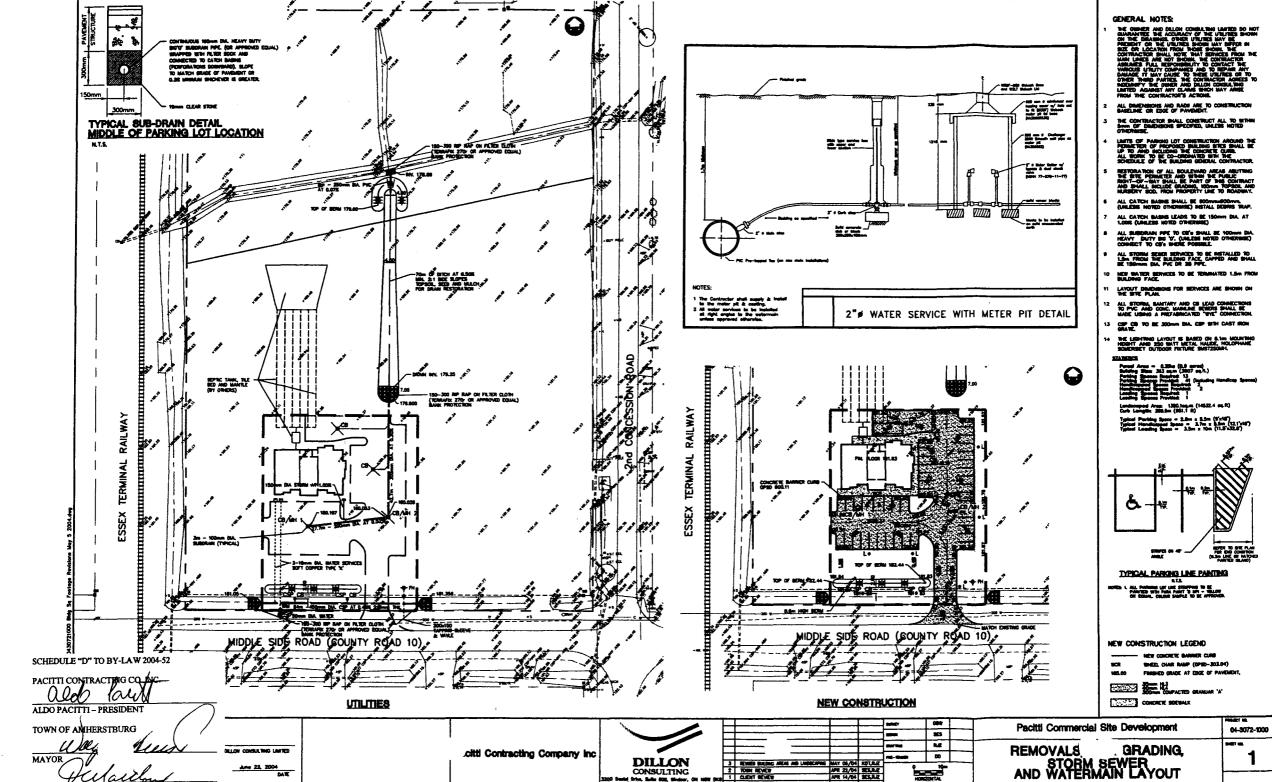
PACITTI CONTRACTING COLINC.

ALDO PACTITI - PRESIDENT

TOWN OF AMUEDSTED INC.

10 WI OF AMILIANT BORG

CLERK



12

PROJECT NO.:

04-3072-1000

DESIGN BY:

DATE:

April 19, 2004

PACITTI DEVELOPMENT

ON-SITE STORM WATER DETENTION CALCULATIONS

A. PRE-DEVELOPED SITE CONDITIONS:

Ex. Site Area =

3304 sq.m =

0.33 Ha

B. PROPOSED SITE CONDITIONS:

Commercial (C=0.62)=

3304 sq.m =

0.33 Ha

C. RUNOFF COEFFICIENTS:

EXISTING:

Cund=

0.20 (1:5 yr freq)

FUTURE: Cdev=

0.63 (1:5 yr freq)

D. PRE-DEVELOPED (ALLOWABLE) DISCHARGE FOR 1:5 YEAR FREQUENCY STORM:

Average Runoff Coefficient, Cund =

0.20

Time of Concentration =

16.6 min.

(for 1:5 year)

Intensity, i =

86.75 mm/hr

Where Intensity, i = 125 * 25.4 / (T+20),

for CITY OF WINDSOR 1:5 year frequency stor

Qund =

2.78 C i A

15.94 L/s

E. POST-DEVELOPMENT DISCHARGE FOR 1:5 YEAR FREQUENCY STORM:

Average Runoff Coefficient, Cdev =

0.63

Qdev =

2.78 C i A

0.58 * i L/s

Dillon Consulting Ltd.

4/20/2004

1 of 2

SCHEDULE "E" TO BY-LAW 2004-52

PACITTI CONTRACTING/QO. INC.

ALDO PACTITI - PRESIDENT

F. STORM VOLUME CALCULATIONS FOR 1:5 YEAR FREQUENCY STORM:

Duration (min.) t	Intensity* (mm/hr) i	Qd=2.78CiA	Storm Volume (cu.m.)** V1=Qd t 60	Relief Volume*** (cu.m.)** V2=Qu t 60	Storage (cu.m.) V1 - V2		
0	158.75	0.00	0.00	0.00	0.00		
5	127.00	22.24	6.67	4.78	1.89		
10		37.07	22.24	9.56	12.68		
15	90.71	47.66	42.89	14.34	28.55		
20	79.38	46.15	55.38	19.12	36.26		
25	70.56	41.02	61.53	23.90	37.63		
30	63.50	36.92	66.46	28.68	37.77 ***		
35	57.73	33.56	70.48	33.47	37.02		
40	52.92	30.77	73.84	38.25	35.59		
45	48.85	28.40	76.68	43.03	33.65		
50	45.36	26.37	79.11	47.81	31.31		
55	42.33	24.61	81.22	52.59	28.64		
60	39.69	23.08	83.07	57.37	25.70		

^{*} Where Intensity, i = 125 * 25.4 / (T+20), for CITY OF WINDSOR 1:5 year frequency Storm

**** Qund = 15.94 L/s for 1:5 year storm
***** Max. volume to be stored = 37.77 cu.m

37.77 cu.m.

for 1:5 year storm

Storage will be provided in the proposed temporary swale proposed with the smaller culvert to restrict flows to the municipal drain to predeveloped flows.

Dillon Consulting Ltd. 4/20/2004

2 of 2

SCHEDULE "E" CONTINUED

^{**} Where Qd or Qu is entered in cms

STORM SEWER DESIGN SHEET

Town of Amherstburg County of Essex

Pacitti Development

Project Name: Project Number: 04-3104-1000

Project realizer.	0+3 0+1																					Ground	Pipe	Pipe Wall	Depth o
Location	From	To	Len.	Area	Run.	2.78AC	Accum.	T of In	TofF	Tac	Intens.	Exp.fl.	Invert	Elev.	Fall	Slope	Pipe							Thickness	
	M.H.	M.H.	(m)	(ha)	Coef.		2.78AC	(min)	(min)	(min)	(mm/Hr)	(L/s)	Up M.H.	Low M.H.	(m)	(%)	D(mm)	(L/s)	(m/s)	FI(min)	Low M.H	Up M.H.	D(mm)	t(mm)	(m)
		I						Ĺ							1	1					Ī		<u> </u>		
A1	CB/MH 1	CB/MH 2					0.24	15.00	0.61323	15.61	89.15	21.8	1 180.19	7 180.05	0.14	0.520	200	23.65	0.75	0.61					7 0
A2 A3 A4	CB/MH 2	outlet	42.70	0.20	0.625	0.34	0.58		0.94977	16.56	86.84	50.5	180.02	179.900	0.12	0.300	300	52.97	0.75	0.95	0.000	181.500	300	0	7 1
										1															
Orifice Pipe							L							1		0.070	250	15.73		L			L	<u>.L</u>	

Total Area 0.33 ha.

NOTES:

1:5 Year C.O.W. (125*25.A/(Tc+20)) mm/hr 0.613

1) Design Storm =
2) Manning's Coefficient =
3) Minimum Velocity =
Maximum Velocity =

0.60 m/s 3.00 m/s 2.0 fps) 9.8 fps)

SCHEDULE "E" CONTINUED

4/18/2004

