

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2005-66

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

WHEREAS T. Grossi & Son Construction Ltd. has proposed to complete the development of construction of condominium residential units at Pointe West;

AND WHEREAS a Site Plan Agreement was passed by the former Township of Anderdon under By-law 2682 to satisfy the conditions of draft plan approval (File No. 37-CD-87005) which provided for a total of 80 townhouse units;

AND WHEREAS there have been 53 units built to date in three phases;

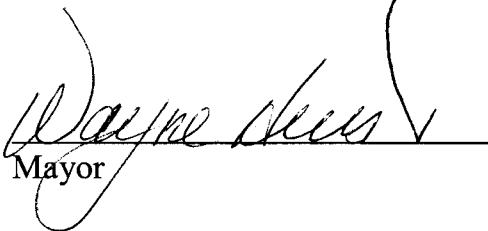
AND WHEREAS the Owner is proposing to reduce the number of units originally approved for this phase from 27 to 18;

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;

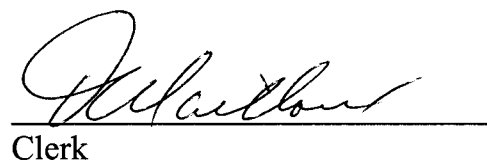
NOW THEREFORE the Council of the Corporation of the Town of Amherstburg Hereby Enacts as Follows:

1. That By-law 2682 is hereby amended in accordance with the attached agreement insofar as it relates to the number of units originally approved, the abandonment of existing services which will no longer be required, the location of building and structures, parking and other amenities affected by the development on the said lands, financial security for this phase and the Mayor and Clerk 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. That all other provisions and regulations of By-law 2682 will apply.
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 18th day of July, 2005.



Mayor



Clerk

Certified to be a true copy of
By-law 2005-66 passed by the
Council of the Town of
Amherstburg on July 18, 2005.

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

yyyy mm dd Page 1 of 2

Properties

PIN 01545 - 0682 LT

Description PT BLK 1 PL 12M231, PTS 31, 32, 33 & 34 PL 12R9902 & PTS 4, 5 & 6 PL 12R15549, FORMERLY TOWNSHIP OF ANDERDON, NOW TOWN OF AMHERSTBURG; S/T EASE OVER PT 34 PL 12R9902 AS IN LT113716; S/T EASE OVER PT 4 PL 12R15549 AS IN LT113717; S/T EASE OVER PTS 31, 32 & 34 PL 12R9902 & PT 6 PL 12R15549 AS IN LT113718; S/T EASE OVER PT 34 PL 12R9902 AS IN LT113719; S/T ROW & EASE OVER PT 34 PL 12R9902 IN FAVOUR OF ECP 32 AS IN LT116390; S/T ROW & EASE OVER PT 34 PL 12R9902 IN FAVOUR OF ECP 34 AS IN LT122464; TOG/W EASE OVER PT LT 16 CONC 1, BEING LANDS NOT REGISTERED UNDER THE LAND TITLES SYSTEM AS PTS 3 & 4 PL 12R9290 AS IN LT101442; TOG/W EASE OVER PT LTS 17 & 18 CONC 1, PTS 39 TO 44 INCL. PL 12R9902 AS IN LT113720; TOG/W EASE & ROW OVER PT BLK 1 PL 12M231, PTS 3 & 4 PL 12R9902 (PT OF ECP 32) AS IN LT116390; TOG/W EASE OVER PT BL K 1 PL 12M231, PTS 14 TO 19 INCL., 22, 23, 24, 28, 29 & 30 PL 12R9902 (PT OF ECP 34) AS IN LT122464; TOG/W ROW OVER PT BLK 1 PL 12M231, PTS 14, 15, 28, 29 & 30 PL 12R9902 (PT OF ECP 34) AS IN LT122464; S/T EASE & ROW OVER PT 34 PL 12R9902 IN FAVOUR OF ECP 69 AS IN LT228544

Address AMHERSTBURG

Consideration

Consideration \$ 0.00

Applicant(s)

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

Name THE CORPORATION OF THE TOWN OF 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.

Party To(s)	Capacity	Share
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Name T. GROSSI & SON CONSTRUCTION LTD.		
Address for Service 23 Princess Suite 204 Leamington, Ontario N8H 2X8		

I, Carl Grossi, Pres., have the authority to bind the corporation

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

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	2005 09 16
Tel 519-258-0615				
Fax 5192586833				

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2		2005 09 16
Tel 519-258-0615			
Fax 5192586833			

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

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : 23048

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this 18 day of July 2005.

BETWEEN:

T. Grossi & Son Construction Ltd.
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 complete the development of construction of condominium residential units in accordance with the Site Plan attached hereto as Schedule "B" and hereinafter referred to as the "Site Plan";

AND WHEREAS a Site Plan Agreement was passed by the former Township of Anderdon under By-law 2682 to satisfy the conditions of draft plan approval (File No. 37-CD-87005) which provided for a total of 80 townhouse units;

AND WHEREAS there have been 53 units built to date in three phases;

AND WHEREAS the Owner is proposing to reduce the number of units originally approved for this phase from 27 to 18;

AND WHEREAS the lands are fully serviced with storm and sanitary sewer, gas, water and hydro services to accommodate the development of the construction of condominium residential units;

AND WHEREAS the Corporation undertakes to recommend approval of the said Site Plan subject to the terms of this agreement;

AND WHEREAS the Corporation as a condition of the development 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
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
4. Schedule "C" hereto shows:
 - (a) Elevation Drawings
5. Schedule "D" hereto shows:
 - (a) Site Servicing Plan
6. 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.
7. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of Environment and/or the Essex Region Conservation Authority.
8. All of the exterior walls of the buildings shall be consistent with the existing units based on availability of such materials.
9. All parking areas and unit 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, crush brick, tile, cinders or like materials, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
10. 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.
11. Snow removal from driveways and walkways shall be the responsibility of the Owner.
12. 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.

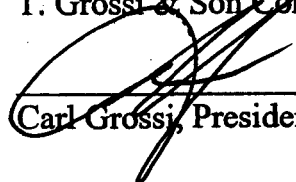
13. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
14. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets. Any such lighting on the private road shall be of the same intensity as the existing lighting in other portions of the fairways at Pointe West.
15. During the construction period the Owner shall maintain accessibility to the existing private road of the fairways of Pointe West Development and repair any damage caused by the Owner and its employees, contractors, subcontractors or servants to such private road all at the expense of the Owner.
16. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review and 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.
17. 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 the development;
 - (2) The state of maintenance as provided for in this Agreement.
18. 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.
19. 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.
20. 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 acting fairly as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.

21. In the event that an Owner should fail to obey a stop work order issued under Section 18 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
22. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 19 or after notice of an opinion, which Council of the Corporation determines is correct under Section 20, 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. The abandonment of existing services shall be completed in the following manner:
 - (1) Long Water Services (main on opposite side of road as unit) – Turn off mainstop and cut and remove min. 12" of copper at maintop. Remove curb stop, box and rod and remove copper to back of curb. Crimp copper where cut.
 - (2) Short Water Services (main on same side of road as unit) – Turn off mainstop and remove copper, curb stop, box and rod.
 - (3) Sanitary and Storm Sewers – Remove cleanout and pipe to back of curb or mainline tee, cap pipe at cut off location.
28. The Owner is required to provide as constructed drawings showing all services including abandoned services with complete details on the manner of abandonment.

29. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for on-site improvements plus the repair and/or replacement of the existing private road and curb adjacent to the development in the amount of \$10,000 [\$5,000 for site work and \$5,000 for potential road restoration] (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.
30. 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.

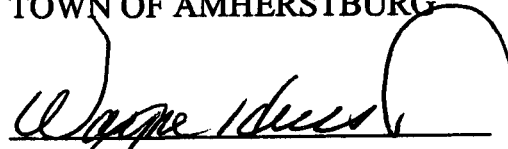
IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: T. Grossi & Son Construction Ltd.



Carl Grossi, President

THE CORPORATION OF THE
TOWN OF AMHERSTBURG



Mayor Wayne Hurst

Authorized and approved by By-law No.
2005-66 enacted the 18th day of
July , 2005.



Clerk David Mailloux

SCHEDULE "A"

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

Part of Block 1 on Plan 12M-231
Town of Amherstburg, formerly in the
Township of Anderdon, County of Essex
designated as Parts 31 to 34 both inclusive
Plan 12R-9902 & Parts 4, 5 and 6, Plan 12R-15549

SCHEDULE "B" TO BY-LAW 2005-66
T. GROSSI & SON CONSTRUCTION LTD.

CARL GROSSI, PRESIDENT

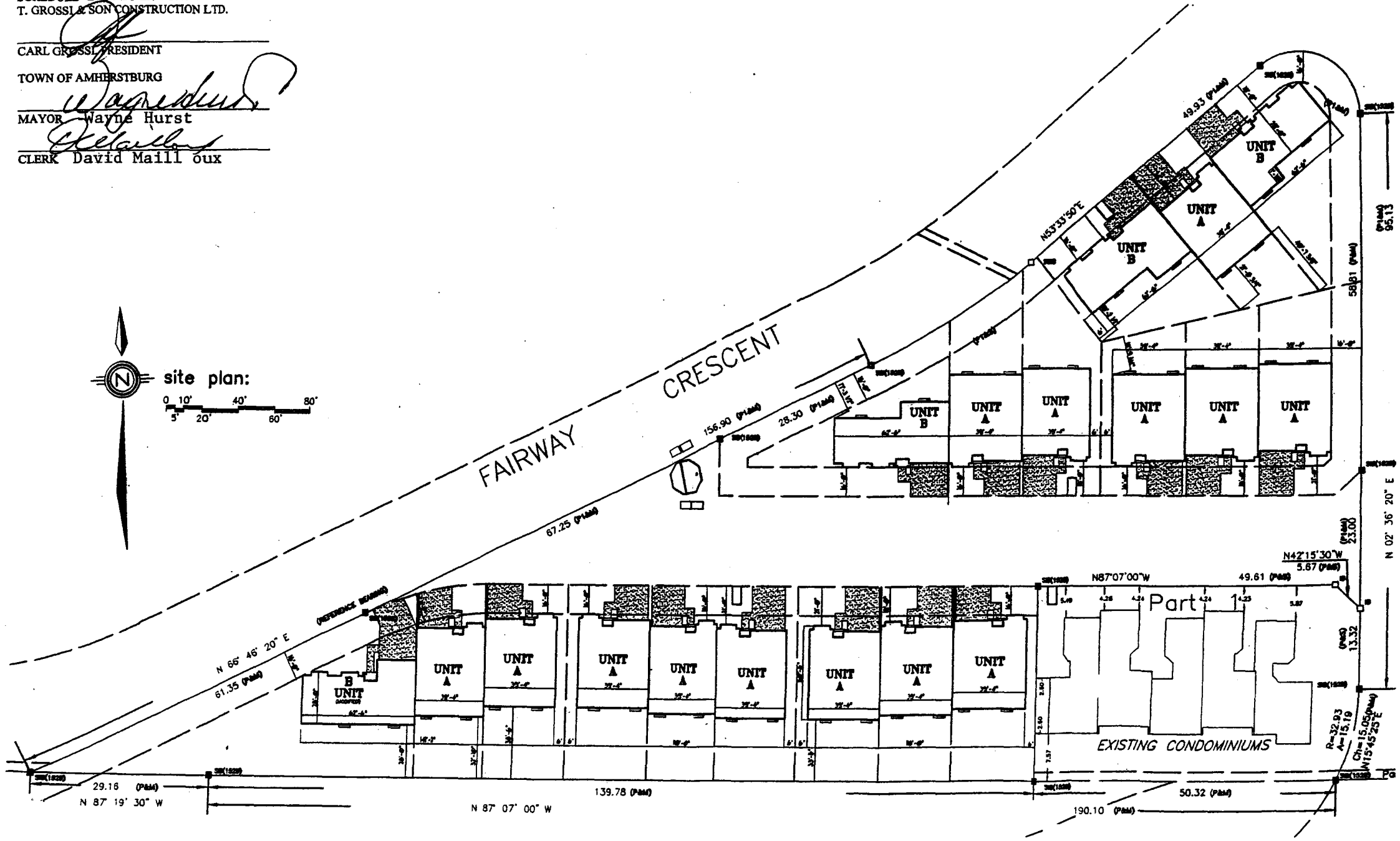
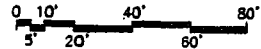
TOWN OF AMHERSTBURG

MAYOR Wayne Hurst

CLERK David Mailloux



site plan:



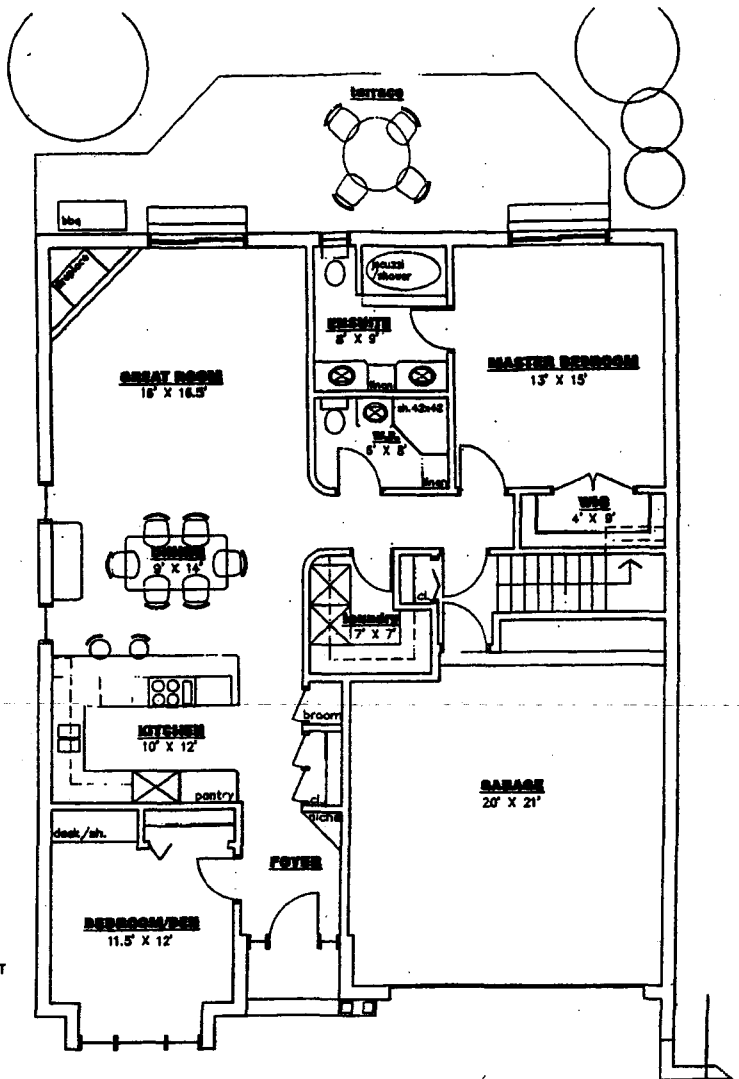
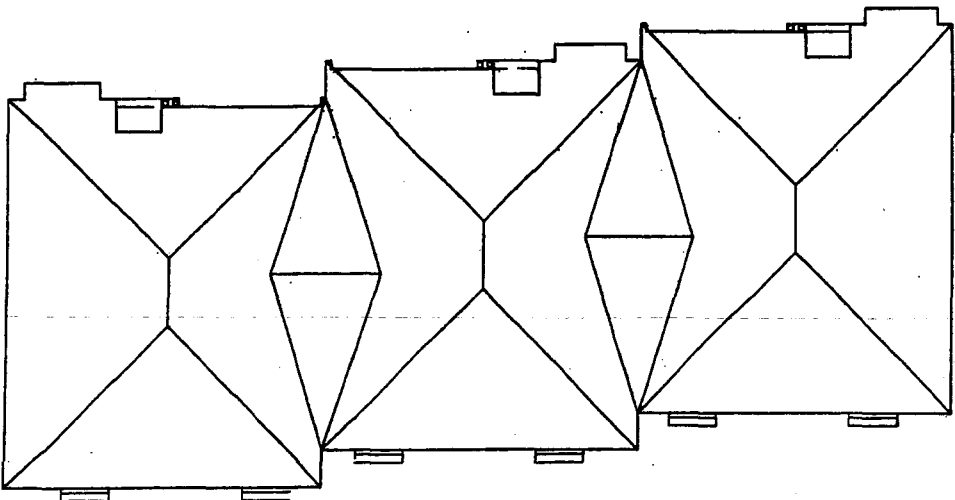
SCHEDULE "C" TO BY-LAW 2005-66
T. GROSSI & SON CONSTRUCTION LTD.

CARL GROSSI, PRESIDENT

TOWN OF AMHERSTBURG

Wayne Hurst
MAYOR Wayne Hurst

David Mailloux
CLERK David Mailloux



FIRST FLOOR PLAN 1:00 EXTERIOR SQUARE FEET
1/4" = 1'-0"

