

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2005-86

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

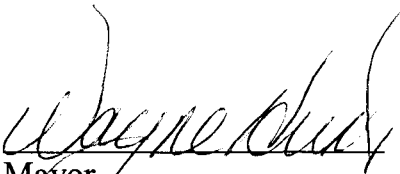
WHEREAS The Verdi Club has proposed the redevelopment of property at 689 Texas Road for use as an assembly hall;

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 24th day of October, 2005.



Mayor



Clerk

Certified to be a true copy of By-law
No. 2005-86 passed by the Amherstburg
Municipal Council on October 24, 2005.

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

Properties

01543 - 0107 LT
Description PT INDIAN STONE QUARRY RESERVE ANDERDON; PT LT 3 CON 2 ANDERDON AS
IN R220191, R897029, PT 1 *12R5939, PT 2 12R5278; AMHERSTBURG ; *AMENDED
2003/08/13 BY LAND REGISTRAR #7
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

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

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

Party To(s) Capacity Share

Name THE VERDI CLUB
Address for Service 489 Texas Rd.
Amherstburg, Ontario
N9V 3R3

I, VINCE MUOIO, PRESIDENT AND ITALO D'ALIMONTE, TREAS., 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 acting for Applicant(s) Signed 2005 12 22
Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Submitted By

MOUSSEAU DELUCA 500-251 Goyeau Street 2005 12 22
MCPHERSON PRINCE Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
al Paid \$60.00

File Number

Applicant Client File Number : 23072

DEVELOPMENT AGREEMENT

Registered _____, 2005

THIS AGREEMENT made in quintuplicate this 24th day of October, 2005.

BETWEEN: THE VERDI CLUB
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 proposes an addition and renovation of the assembly hall 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/Servicing
SCHEDULE "C" – Elevations

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

3. Schedule "B" hereto shows:
 - (a) The location of all existing buildings and 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.
 - (e) Site servicing
4. Schedule "C" hereto shows:
 - (a) Elevations Drawings.
5. 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.
6. 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.
7. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "C" hereto.
8. 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.
9. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
10. All new 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.
11. 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.
12. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
13. The Owner shall maintain a system for the disposal of storm and surface water as indicated on Schedule "B" 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

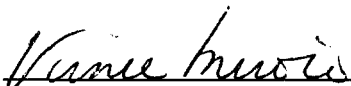
21. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
22. In the event that an Owner should fail to obey a stop work order issued under Section 19 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
23. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 20 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

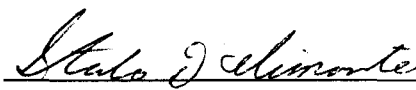
29. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: The Verdi Club




Vince Muoio, President

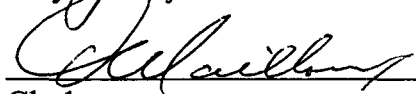


Italo D'Alimonte, Treasurer

THE CORPORATION OF THE
TOWN OF AMHERSTBURG



Mayor Wayne Hurst



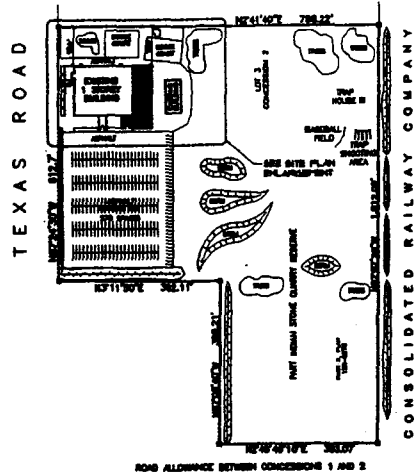
Clerk David Mailloux

Authorized and approved by Bylaw
No. 2005-86 enacted the 24th day
of October, 2005.

SCHEDULE "A"

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

Part Indian Stone Quarry Reserve
Part Lot 3, Concession 2
Geographic Township of Anderdon
as in R220191, R897029,
Part 1 on 12R-5939, Part 2 on 12R-5278
in the Town of Amherstburg,
in the County of Essex



SITE KEY PLAN
SCALE: 1" = 100'-0"

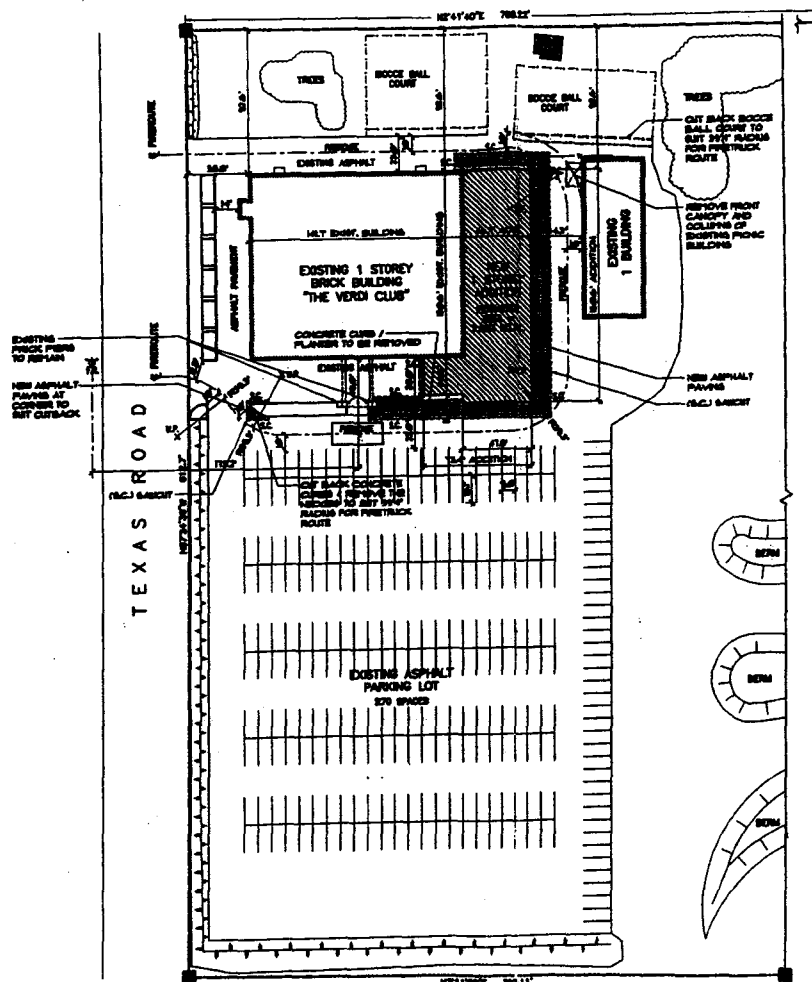
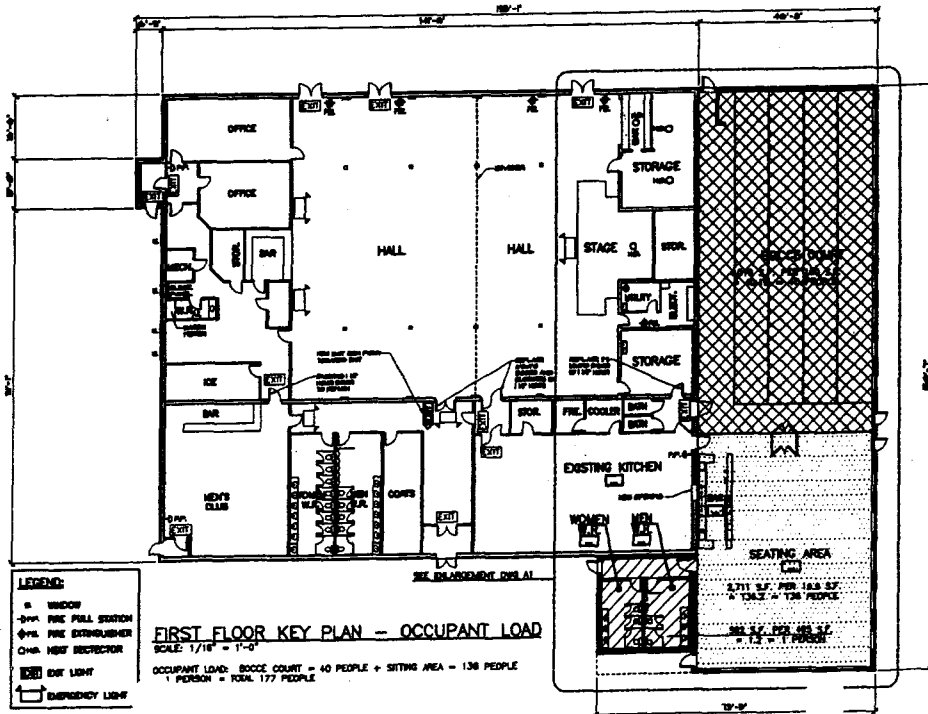
SCHEDULE "B" TO BY-LAW 2005-86

THE VERDI CLUB

Vincent Muiio
VINCE MUOIO, PRESIDENT
Italo D'Alimonte
ITALO D'ALIMONTE, TREASURER

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Clayton News
MAYOR
John Wilson
CLERK



PARTIAL SITE PLAN ENLARGMENT
SCALE: 1" = 40'-0"

SITE DATA:		PARKING CALCULATIONS:	
SITE AREA:	634,503.81 S.F.	(1 SPACE FOR EVERY 370 SQ.F.T.)	
EXISTING BUILDING AREA:	17,170.38 S.F.	24,801.38 SQ.F.T. / 370 SQ.F.T. =	
NEW BUILDING AREA:	2,783.08 S.F.	PARKING SPACES REQUIRED =	67 SPACES
TOTAL BUILDING AREA:	20,053.46 S.F.	PARKING SPACES PROVIDED =	132 SPACES
TOTAL % COVERAGE:	3.16%		

DATE	08-27
DESIGNED BY	S.P.F.
DRAWN BY	
CHECKED BY	
SCALE	AS SHOWN
PROJECT NO.	177
DATE	08-27-2008
BY	S.P.F.
DATE	08-27-2008

THE PLAN CONTROL
ISSUED 08-28
DATE 08-28

NORTH

Surrey, K. B. Inc.
Architects
1111 17th St. N.
Edmonton, Alberta T6A 4K2
Tel: 780-443-8888
Fax: 780-443-8889

1 STOREY ADDITION TO THE VERDI CLUB
AMHERSTBURG, ONTARIO
PARTIAL SITE PLAN
ENLARGEMENT

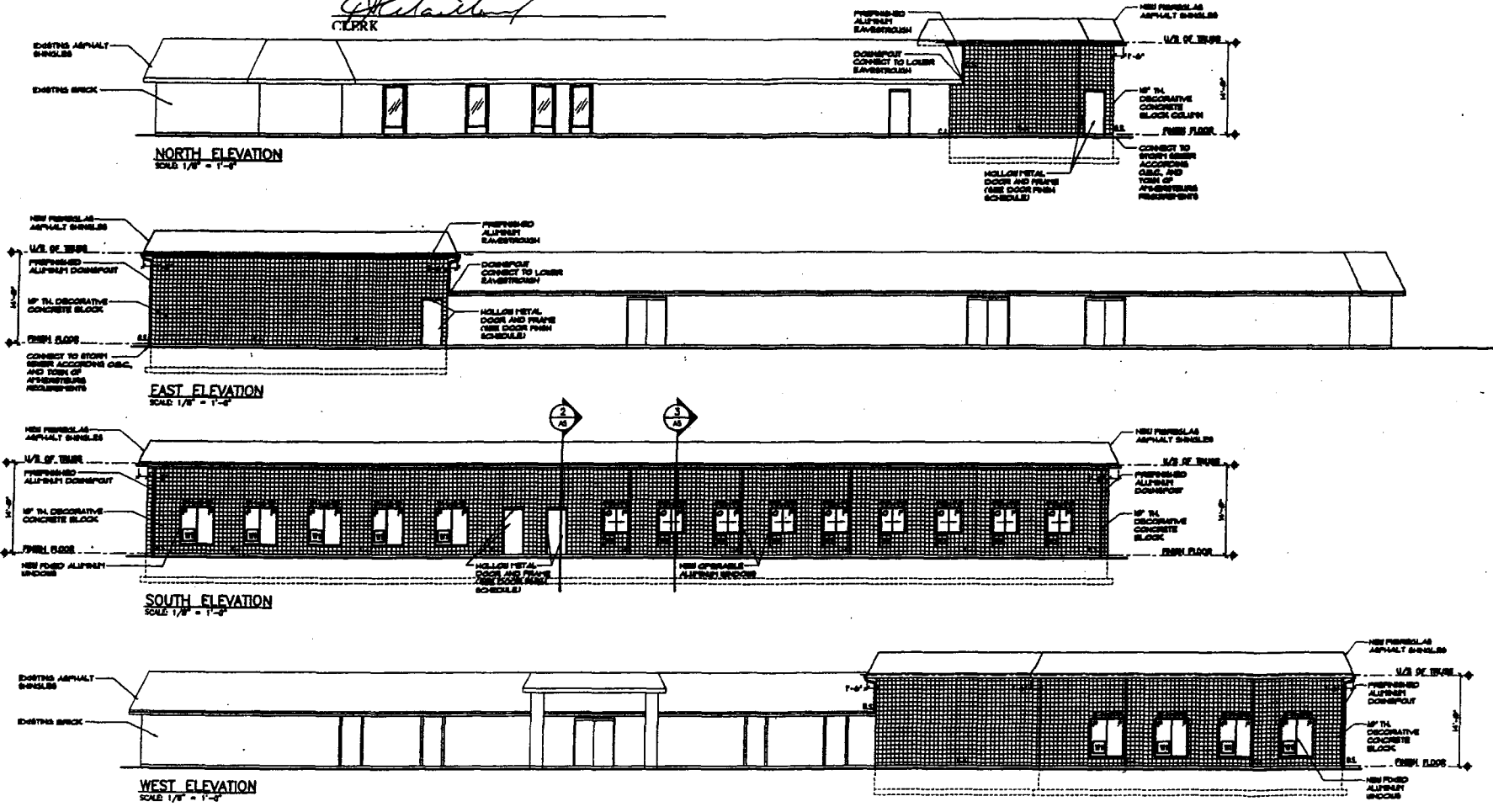
S.P.F.

THE VERDI CLUB

Vince Muoio
VINCE MUOIO, PRESIDENT
Italo D'Alimonte
ITALO D'ALIMONTE, TREASURER

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Clare Reed
MAYOR
Clare Reed
CLERK



DATE	BY	REVISION

Surendra K. Boggio
Architect Inc.

333 DUNDAS STREET
SUITE 201
TORONTO, ONTARIO M5G 1C4
TEL: (416) 593-8888
FAX: (416) 593-8889
E-MAIL: sboggio@skb.ca

1 STOREY ADDITION TO THE
VERDI CLUB
AMHERSTBURG, ONTARIO
ELEVATIONS

DATE	BY	REVISION
DATE	BY	REVISION
APRIL 15, 2008	SKB	1
DATE	BY	REVISION
SEPT. 16, 2008	SKB	2
DATE	BY	REVISION
AUGUST 18, 2008	SKB	3
DATE	BY	REVISION