

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-14

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

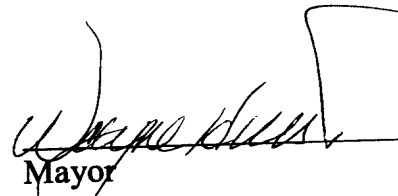
WHEREAS 1603966 Ontario Limited has proposed the development of property located at 252 Dalhousie Street for use as a residential and commercial condominium development;

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 27th day of February, 2006.


Mayor


Clerk

Certified to be a true copy of By-law
No. 2006-14 passed by the Amherstburg
Municipal Council on February 27, 2006.

Properties

- PIN* 70552 - 0432 LT Redescription

Description PART LOT 8 W/S DALHOUSIE ST, 9 W/S DALHOUSIE ST PL 1 AMHERSTBURG; PART RICHMOND ST, AMHERSTBURG; DESIGNATED AS PARTS 1, 2, 3 AND 4 ON 12R-22413; TOG/W EASEMENT OVER PART 5 PLAN 12R22413 AS IN CE199432; TOG/W EASEMENT OVER PARTS 2 & 4 ON PL 12R22413 AS IN CE199434

Address AMHERSTBURG
- PIN* 70552 - 0208 LT Redescription

Description PT LTS 8 & 9 W/S DALHOUSIE ST PL 1, DESIGNATED AS PART 5 ON 12R-22413, S/T PT 3 12R1712 AS IN R194916; T/W OVER PT LT 2 PL 6 ; AMHERSTBURG; S/T EASEMENT OVER PT 5 PL 12R2241 3 IN FAVOUR OF PTS 1 & 3 PL 12R22413 AS IN CE199432

Address AMHERSTBURG
- PIN* 70552 - 0209 LT Redescription

Description PT LOT 1 W/S DALHOUSIE ST. PLAN 6, DESIGNATED AS PART 4 ON 12R-22482; AMHERSTBURG

Address AMHERSTBURG
- PIN* 70552 - 0211 LT Redescription

Description PT LT 1 W/S DALHOUSIE ST PL 6 AMHERSTBURG AS IN R288548; AMHERSTBURG, DESIGNATED AS PARTS 1,2 AND 3 ON 12R-22482

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, 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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<i>Name</i>	1603966 ONTARIO LIMITED
<i>Address for Service</i>	245 Howard Windsor, Ontario N8X 3V5

I, CARMELLO ANGILERI, PRESIDENT, 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

Felice Antonio DeLuca Tel 519-258-0615 Fax 5192586833	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed 2006 04 11
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The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Submitted By

MOUSSEAU DELUCA 500-251 Goyeau Street 2006 04 11
PHERSON PRINCE Windsor N9A 6V2
Tel 519-258-0615
Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number : 23121

DEVELOPMENT AGREEMENT

Registered _____, 2006.

THIS AGREEMENT made in triplicate this 27th day of February, 2006.

BETWEEN: 1603966 ONTARIO 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 residential and commercial condominium development 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" - Existing Site Services Survey Plan
SCHEDULE "D" - Storm and Sanitary Services
SCHEDULE "E" - Landscaping and Lot Grading Plan
SCHEDULE "F" - Elevations
SCHEDULE "G" - Perspective of Street Access Plan
SCHEDULE "H" - Reference Plan 12R-22482
SCHEDULE "I" - By-law 2006-07
SCHEDULE "J" - By-law 2006-08
SCHEDULE "K" - Draft Plan of Condominium

2. Schedules "A", "G", "H", "I" and "J" hereto describe 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) Existing Site Services.
5. Schedule "D" hereto shows:
 - (a) Storm and Sanitary Services.
6. Schedule "E" hereto shows:
 - (a) Landscaping and Lot Grading Plan.
7. Schedule "F" hereto shows:
 - (a) Elevation drawings for the structure.
8. Schedule "G" hereto shows:
 - (a) Perspective of Street Access Plan
9. Schedule "H" hereto shows:
 - (a) Reference Plan 12R-22482 showing the right of way for the street access plan.
10. Schedule "I" hereto shows:
 - (a) By-law 2006-07 being a By-law to provide for the transfer of a right of way.

11. Schedule "J" hereto shows:
 - (a) By-law 2006-08 being a By-law to provide for the transfer of easement for encroachments.
12. Schedule "K" hereto shows:
 - (a) Draft Plan of Condominium
13. 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 Corporation.
14. 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.
15. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "F" hereto. In accordance with the Heritage Easement the Corporation approves the following exterior building materials and colours for this development:
 - (i) Brick by Sioux City Brick and Tile Co.
Colour – Park Ridge Velour
 - (ii) Stone by Arriscraft International
Colour – Legacy Mahogany
 - (iii) Roof Shingles – Slate
Colour – Smoked Grey
 - (iv) Windows by All Weather Windows
Aluminum Clad – Colour – Clay
 - (v) Railing – Prefinished Aluminium Railings
Colour – Clay
 - (vi) Aluminum Gutters and Downspots
Colour – Clay
 - (vii) Crown Moldings – Efis Finish
Colour – Off White
 - (viii) Prefinished Decorative Columns
Colour – Off White
 - (ix) Powder Coated Prefinished Wrought-Iron Gate.
Colour - Clay
16. 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.

17. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "K".
18. 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.
19. 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.
20. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
21. 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.
22. 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.
23. 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.
24. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "E". 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.
25. All driveways for emergency vehicles shall:
 - (1) Be connected with a public thoroughfare;
 - (2) Be designed and constructed to support expected loads;
 - (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; and
 - (5) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. In the event that an Owner should fail to obey a stop work order issued under Section 28 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
32. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 29 or after notice of an opinion, which Council of the Corporation determines is correct under Section 30, 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.

33. 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.
34. 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.
35. 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.
36. The Developer acknowledges that the said lands are subject to By-law 2004-64 passed August 9, 2004 which established development charges for residential development in the Town, and provided that a development charge of \$7,377.00 be paid for each apartment unit to be constructed. The Developer further acknowledges that the by-law provides for an annual inflationary adjustment in accordance with Section 3(4)(a) of the Development Charges Act, and that the above noted figure may change annually. The Corporation agrees to allocate benefit to that building that existed on the site, in that existing development on services is exempt from development charges. As a result of the new development, the Corporation agrees that the greater development opportunity will require that the Developer remit Development Charges for the amount of six (6) units for the redevelopment of the said lands. The said development charge shall be paid prior to the issuance of a building permit.
37. The Corporation and the Owner hereby acknowledge that the Ministry of Culture has reviewed the Stage 4 monitoring and assessment report and has confirmed through correspondence dated November 30, 2005, that archaeological concerns for the subject property have been met and that archaeological related conditions attached to the development application have been met.
38. The Owner hereby acknowledges and agrees that the Reference Plan attached hereto as Schedule "H" describes the Right-of-Way for the Street Access Plan designed to accommodate vehicular and pedestrian traffic to and from the Owner's lands and premises over the Corporation's lands municipally known as Navy Yard Park and more particularly described as Parts 2 and 4, 12R-22482. The Owner agrees to engage a qualified engineering consultant to prepare the necessary drawings to construct the said Right-of-Way, including drainage requirements, signage, and landscaping, as shown on Schedule "H", and including the sloping ramp area with due concern to rate of slope and possible winter conditions. Upon review and approval of the said engineering drawings, the Owner is required to construct at its cost the said Right-of-Way and any and all ancillary work

in accordance with the requirements of, and under the supervision of, the Corporation. A financial guarantee in the form of irrevocable letter of credit, certified cheque, or other security acceptable to the Corporation, in the amount of one hundred per cent (100%) of the cost thereof is required prior to commencement of the said Right-of-Way. The said Right-of-Way must be completed to the satisfaction of the Corporation prior to occupancy of the condominium development proposed on the Owner's lands. The Owner acknowledges and agrees that the said Right-of-Way shall be open and accessible to all members of the travelling public, including pedestrian and vehicular traffic and, in particular, to all persons owning properties south of the said Parts 2 and 4, 12R-22482.

39. Any redevelopment of the Navy Yard Park immediately north of the said lands will be in accordance with the master plan being prepared for the Navy Yard Park facility and shall be approved by the Corporation. The Navy Yard Park is a designated Heritage Site under By-law 1404. Alterations to the park must respect the heritage character of the park. Further enhancements of this area of the park by the Developer will be in cooperation with the Corporation and will be completed in accordance with Corporation approved engineering and design drawings. Financial security in an amount to be determined by the Corporation will be required prior to commencement of any work.
40. The Owner shall mitigate all disruptions of Navy Yard Park as determined by the Corporation to the satisfaction and under the supervision of the Corporation's Public Works Manager. Failing satisfactory mitigation the Corporation will utilize the financial security as set out in Section 42 to complete said work.
41. 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.
42. In addition to the financial requirements of Sections 39 and 40 the Owner shall file with the Corporation a financial guarantee (ie. irrevocable letter of credit, certified cheque) acceptable to the Corporation prior to the issuance of a building permit as follows:
 - (i) On Site Servicing: \$20,000.00
 - (ii) Navy Yard Park – Mitigation of disruption of park: \$50,000.00

A One (1) year maintenance security is also a requirement of this agreement with the option of reducing the security, at the Corporation's approval, to 15% of the cost of the site improvements during the one (1) year maintenance period after the Corporation has inspected and approved same.


43. 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:
1603966 ONTARIO LIMITED


CARMELLO ANGILERI
PRESIDENT

THE CORPORATION OF THE
TOWN OF AMHERSTBURG


MAYOR - WAYNE HURST

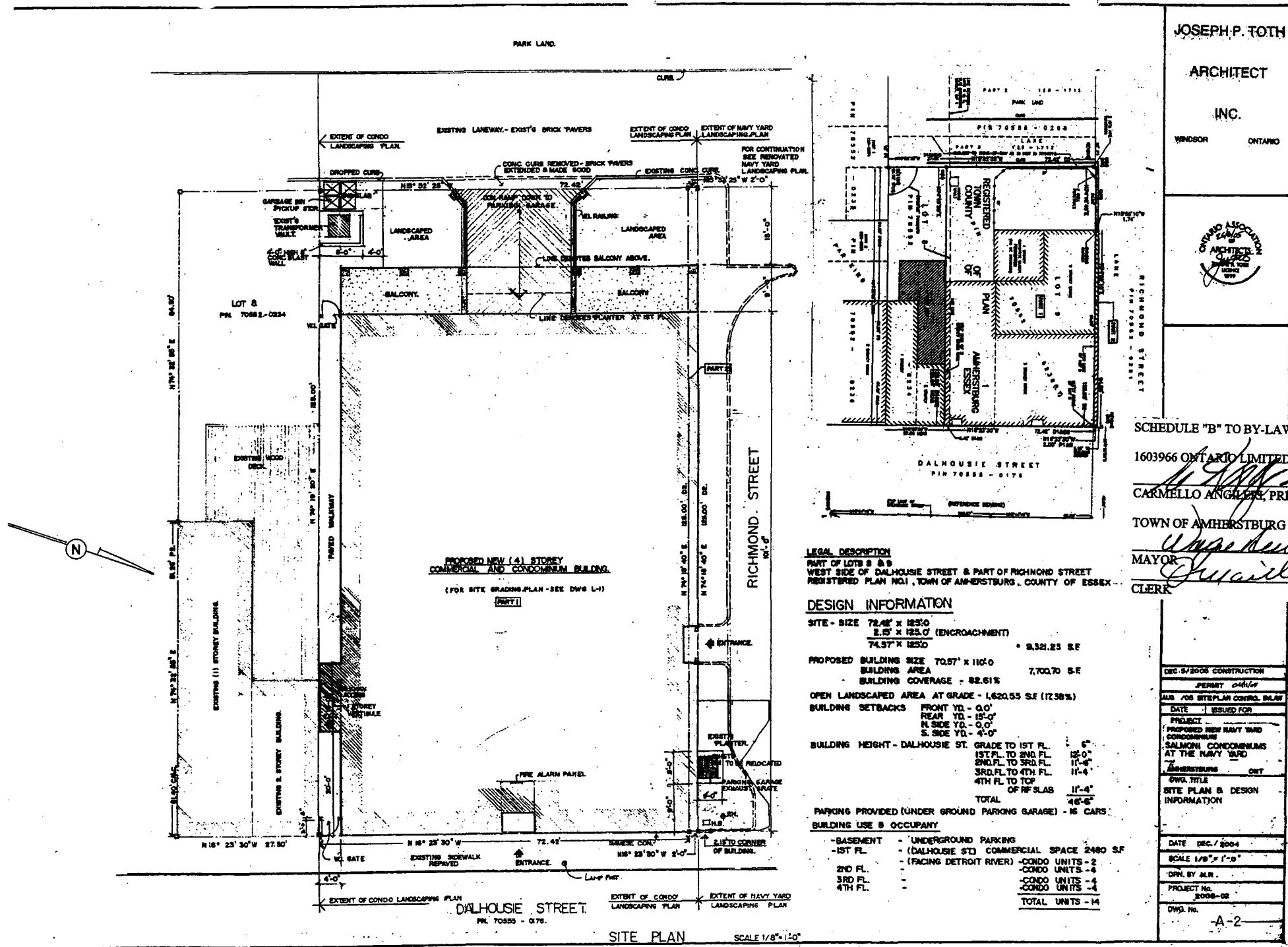

CLERK - DAVID MAILLOUX

Authorized and approved by By-law
No. 2006-14 enacted the 27th day of
February, 2006.

SCHEDULE "A"

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

Parts 1 and 3, Plan 12R-22413
Parts 2, 4 and 5, Plan 12R-22413
Parts 2 and 4, Plan 12R-22482
Parts 1 and 3, Plan 12R-22482
in the Town of Amherstburg,
County of Essex,
Province of Ontario



SITE PLAN SCALE 1/8"=1'-0"

JOSEPH P. TOTH
ARCHITECT
INC.
WINDSOR ONTARIO



SCHEDULE "B" TO BY-LAW 2006-14

1603966 ONTARIO LIMITED
[Signature]
CARMELLO ANGLERI, PRESIDENT
TOWN OF AMHERSTBURG
[Signature]
MAYOR
[Signature]
CLERK

LEGAL DESCRIPTION
PART OF LOTS 8 & 9
WEST SIDE OF DALHOUSIE STREET & PART OF RICHMOND STREET
REGISTERED PLAN NO.1, TOWN OF AMHERSTBURG, COUNTY OF ESSEX

DESIGN INFORMATION
SITE - SIZE 72.42' X 123.0'
2.15' X 123.0' (ENCROACHMENT)
74.27' X 123.0' = 9,321.25 S.F.
PROPOSED BUILDING SIZE 70.57' X 110.0'
BUILDING AREA 7,767.70 S.F.
BUILDING COVERAGE - 82.61%
OPEN LANDSCAPED AREA AT GRADE - 1,620.55 S.F. (17.58%)
BUILDING SETBACKS FRONT YD. - 0.0'
REAR YD. - 15.0'
N. SIDE YD. - 0.0'
S. SIDE YD. - 4.0'
BUILDING HEIGHT - DALHOUSIE ST. GRADE TO 1ST FL. 6'-0"
1ST FL. TO 2ND FL. 12'-0"
2ND FL. TO 3RD FL. 11'-4"
3RD FL. TO 4TH FL. 11'-4"
4TH FL. TO TOP OF RF SLAB 11'-4"
TOTAL 45'-6"

PARKING PROVIDED (UNDER GROUND PARKING GARAGE) - 16 CARS
BUILDING USE & OCCUPANT
- BASEMENT - UNDERGROUND PARKING
- 1ST FL. - (DALHOUSIE ST.) COMMERCIAL SPACE 2480 SF
- 2ND FL. - CONDO UNITS - 2
- 3RD FL. - CONDO UNITS - 4
- 4TH FL. - CONDO UNITS - 4
TOTAL UNITS - 10

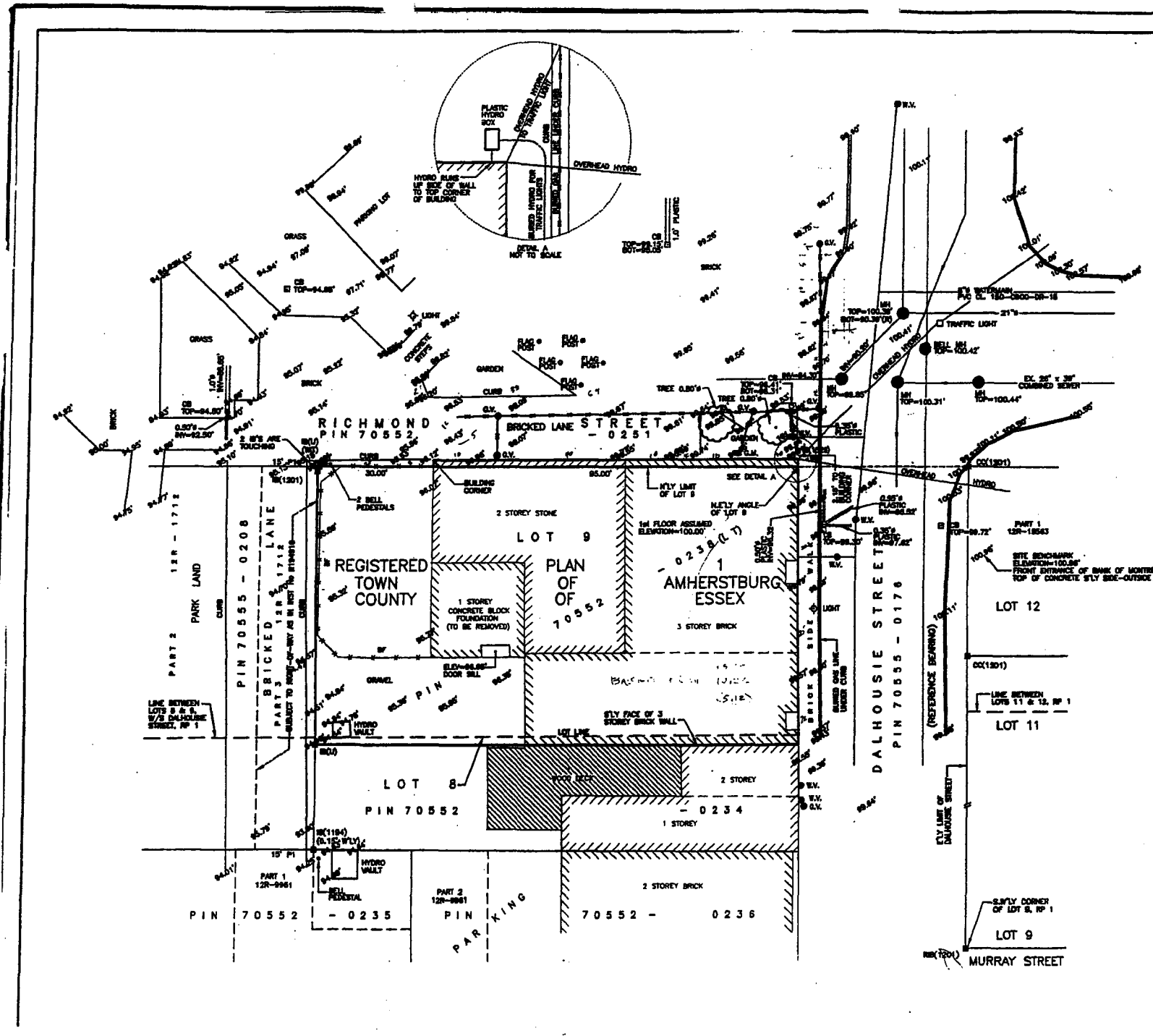
DEC. 8/2008 CONSTRUCTION PERMIT	DATE	ISSUED FOR
AUG. 7/08 SITE PLAN CONTROL BLANK	DATE	ISSUED FOR
PROJECT: PROPOSED NEW NAVY YARD CONDOMINIUM SALMON CONDOMINIUM AT THE NAVY YARD AMHERSTBURG ONT	DWG. TITLE	SITE PLAN & DESIGN INFORMATION
DATE DEC. / 2004	SCALE 1/8" = 1'-0"	DRN. BY A.L.R.
PROJECT No. 2008-02	DWG. No. A-2	

ELEVATION PLAN
OF PART OF LOTS 8 & 9
WEST SIDE OF DALHOUSIE STREET &
PART OF RICHMOND STREET
REGISTERED PLAN No 1
TOWN OF AMHERSTBURG
COUNTY OF ESSEX

SCALE: 1"=20'



IMPERIAL DISTANCES SHOWN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.



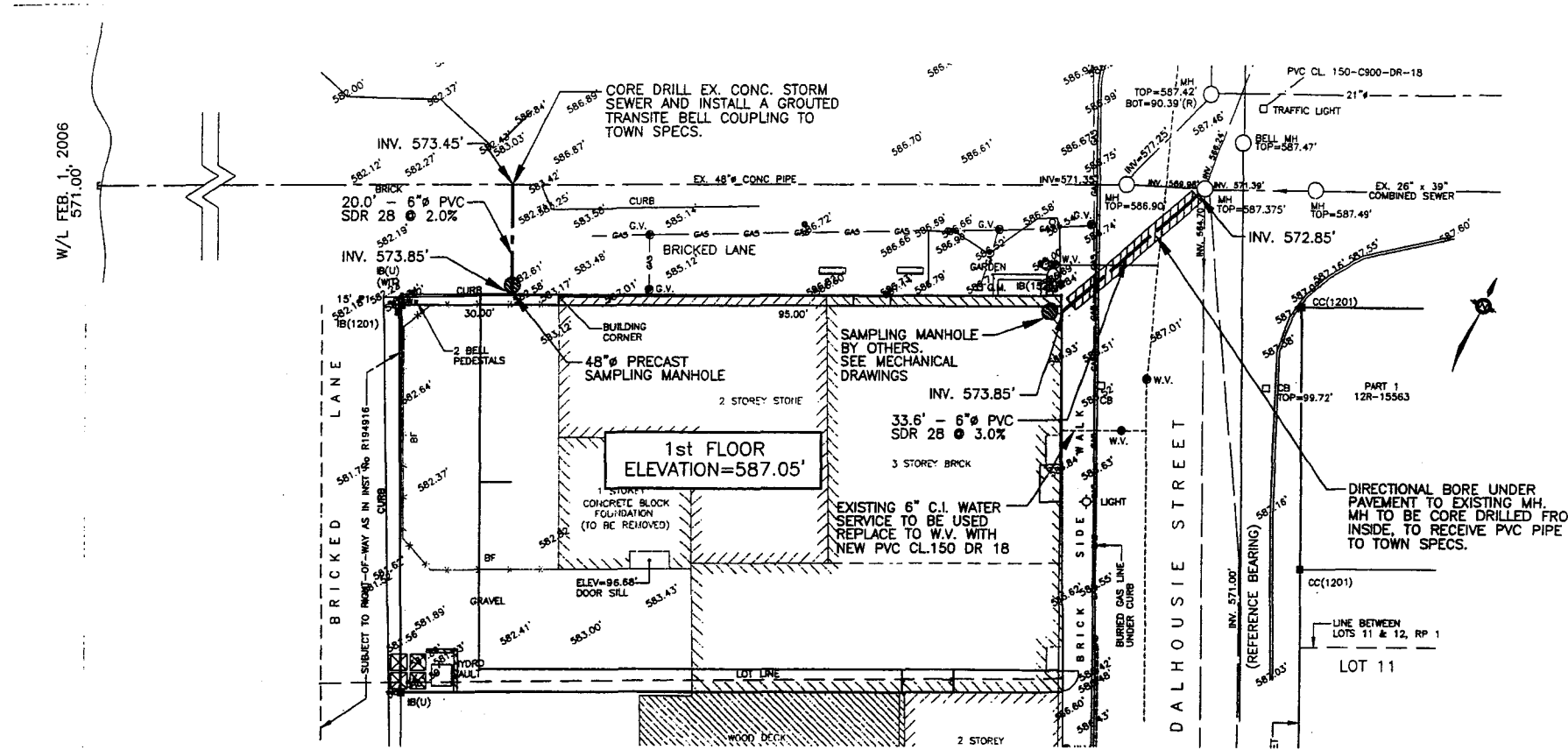
SCHEDULE "C" TO BY-LAW 2006
1603966 ONTARIO LIMITED
[Signature]
CARMELLO ANGLERE, PRESIDENT
TOWN OF AMHERSTBURG
[Signature]
MAYOR
[Signature]
CLERK

ELEVATION NOTE:
ELEVATION OF 1st FLOOR ASSUMED TO BE 100.00'

- | | | | | | |
|------|---------|----------------------------|--------|---------|-----------------------------|
| ■ | DENOTES | FOUND | WT | DENOTES | WITNESS |
| □ | DENOTES | SET | 1201 | DENOTES | R.A. CLARKE, O.L.S. |
| ⊖ | DENOTES | IRON BAR | 1508 | DENOTES | T. HARTLEY, O.L.S. |
| ⊕ | DENOTES | STANDARD IRON BAR | CC | DENOTES | CUT CROSS |
| ⊗ | DENOTES | SHORT STANDARD IRON BAR | 1194 | DENOTES | J.B. SIMPSON, O.L.S. |
| MEAS | DENOTES | MEASURED | ⊙ G.V. | DENOTES | GAS VALVE |
| INS | DENOTES | INSURANCE | ⊙ W.V. | DENOTES | WATER VALVE |
| S | DENOTES | SET | ⊙ G.M. | DENOTES | GAS MATH |
| PH | DENOTES | PROPERTY IDENTIFIER NUMBER | MH | DENOTES | MAN HOLE |
| | | | W | DENOTES | TOWN OF AMHERSTBURG RECORDS |

DRAWN BY: C.A.
CHECKED BY: S.D.H./C.A.
PLAN NUMBER: 04207

HOOK & TODGHAM
SURVEYING
INCORPORATED
CHAPELHAM ONTARIO
PHONE: 1-519-354-6122 FAX: 1-519-354-6129

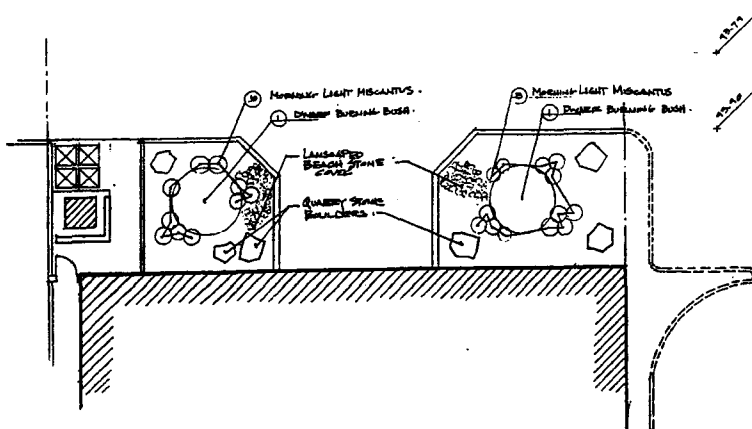


W/L FEB. 1, 2006
571.00'

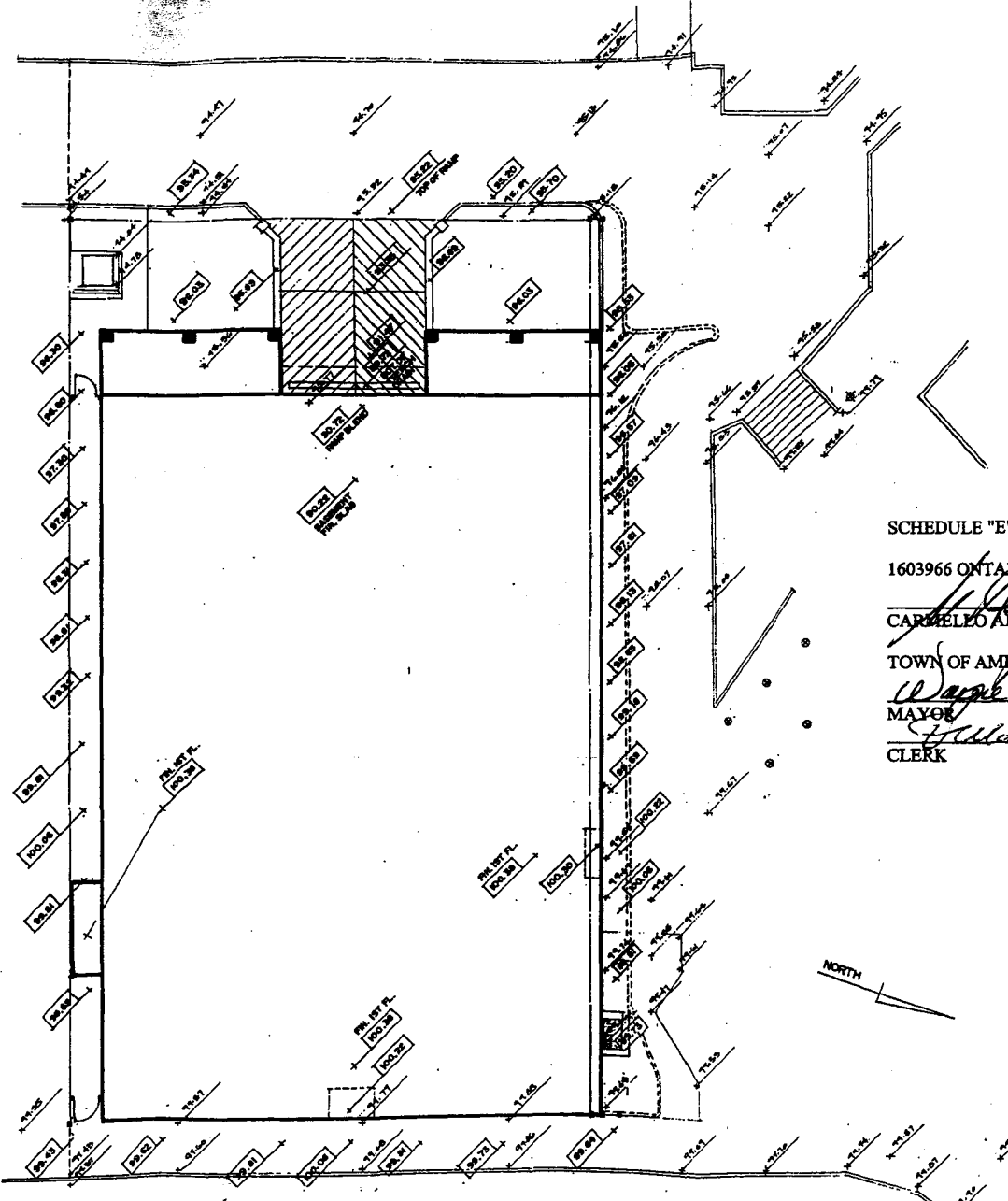
SCHEDULE "D" TO BY-LAW 2006-14
 1603966 ONYX LTD LIMITED
Carmello Angileri
 CARMELLO ANGIERI, PRESIDENT
 TOWN OF AMHERSTBURG
Walter Beaudry
 MAYOR
Deborah
 CLERK

- NOTES:**
- PERFORM ALL WORK TO OPSIS AND TOWN OF AMHERSTBURG STANDARDS
 - SEWER BEDDING IS CLASS "Y" 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.
 - LOCATION OF BUILDING SERVICES TO BE CONFIRMED WITH OWNER

		WINDSOR, ONTARIO	DESIGN	DATE	SALMONI CONDOMINIUMS STORM AND SANITARY SERVICES	PROJECT NO.
			DRAWN	DATE		C106-1306
			NO.	BY		SHEET NO.
						1
						OF 1



LANDSCAPE PLAN SCALE 1/8"=1'-0"

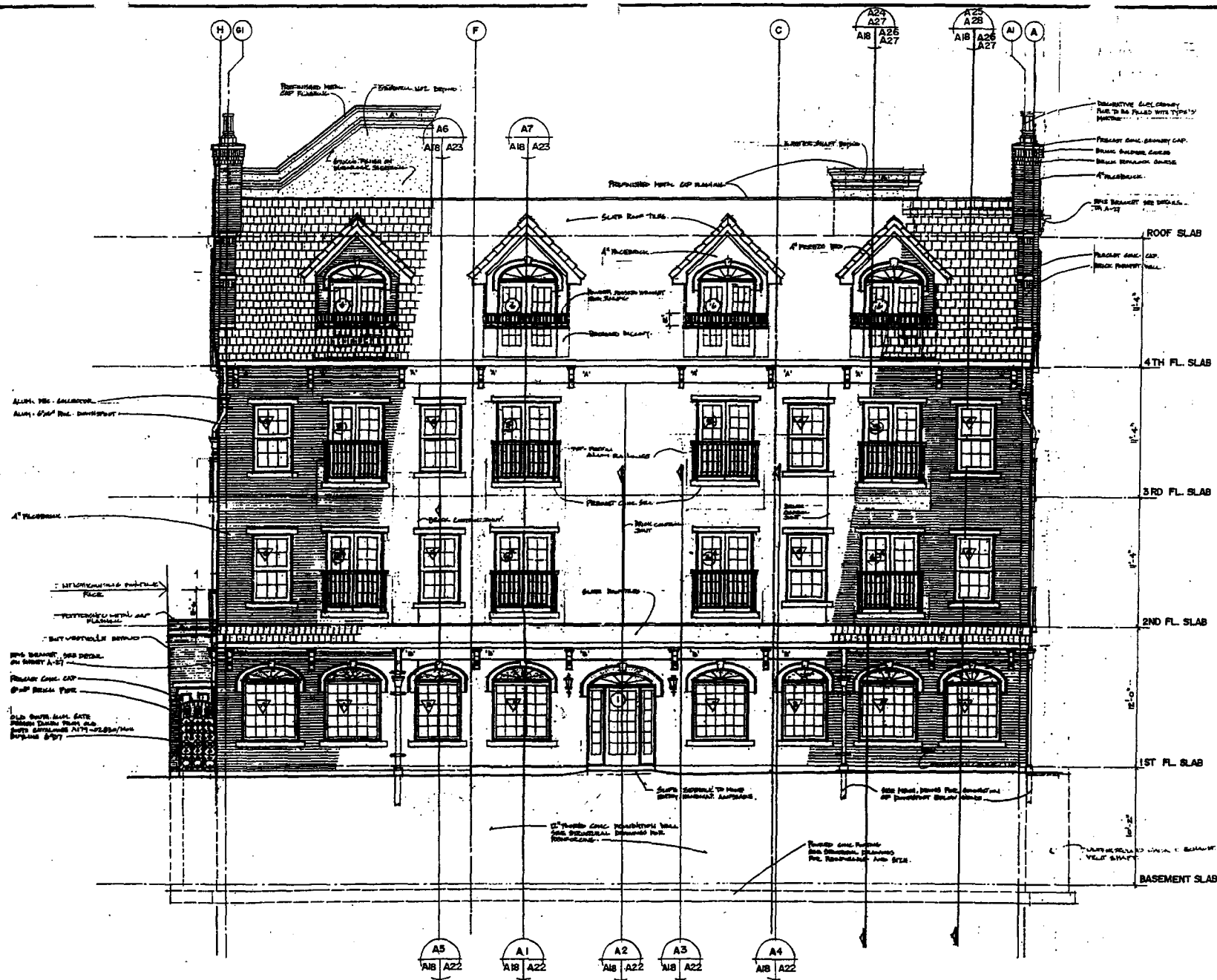


JOSEPH P. TOTH
ARCHITECT
INC.
WINDSOR ONTARIO



SCHEDULE "E" TO BY-LAW 2006-14
1603966 ONTARIO LIMITED
Carmelo Angileri
CARMELO ANGIERI, PRESIDENT
TOWN OF AMBERSTBURG
Walter Brown
MAYOR
John ...
CLERK

DEC 8/2005 CONSTRUCTION PERMIT 047/1/05
DATE ISSUED FOR
PROJECT PROPOSED NEW SALMONI CONDOS AT THE NA/Y YARD
AMBERSTBURG ONTARIO
DR. TITLE LANDSCAPING AND LOT GRADING
DATE DEC. / 2004
SCALE 1/8" = 1'-0"
DRN. BY J.P.T.
PROJECT No. 2005-02
DWG. No. L-1



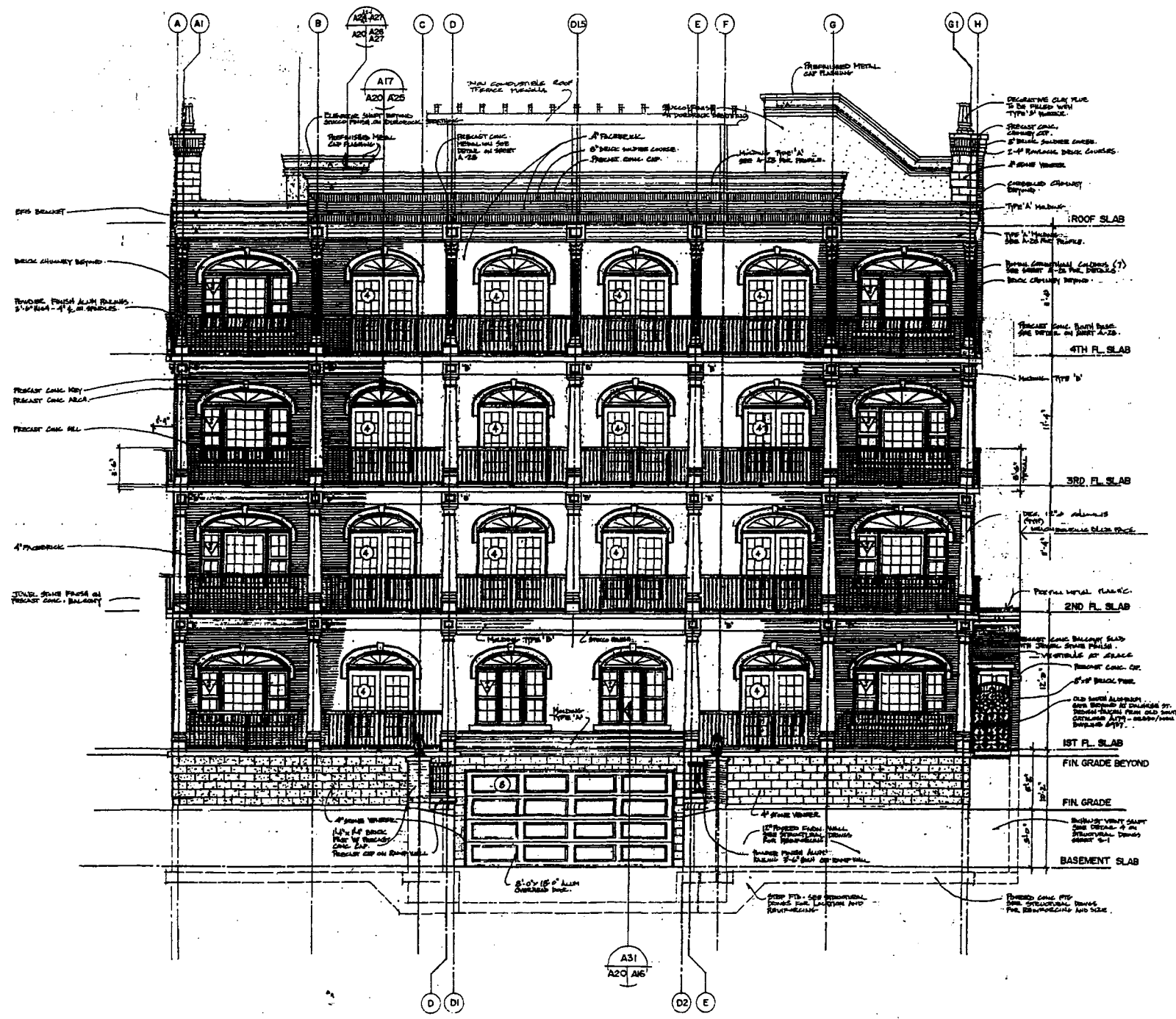
DALHOUSIE STREET - EAST ELEVATION
SCALE 1/4" = 1'-0"

JOSEPH P. TOTH
ARCHITECT
INC.
WINDSOR ONTARIO



SCHEDULE "F" TO BY-LAW 2006-14
1603966 ONTARIO LIMITED
Carmello Angileri
CARMELLO ANGIERI, PRESIDENT
TOWN OF AMHERSTBURG
W. J. Toth
MAYOR
Joseph P. Toth
CLERK

DEC 9/2008 CONSTRUCTION PERMIT #411126
AMR / 2008 SITE PLAN CONTROL BYLAW #10/08/08
DATE ISSUED FOR PROJECT
PROPOSED NEW SALMON CONDOS AT THE NAVY YARD
AMHERSTBURG ONTARIO
DWG. TITLE EAST ELEVATION
DATE DEC./2004
SCALE 1/4" = 1'-0"
DRN. BY J.P.T.
PROJECT No. 2008-02
DWG. No. A-18

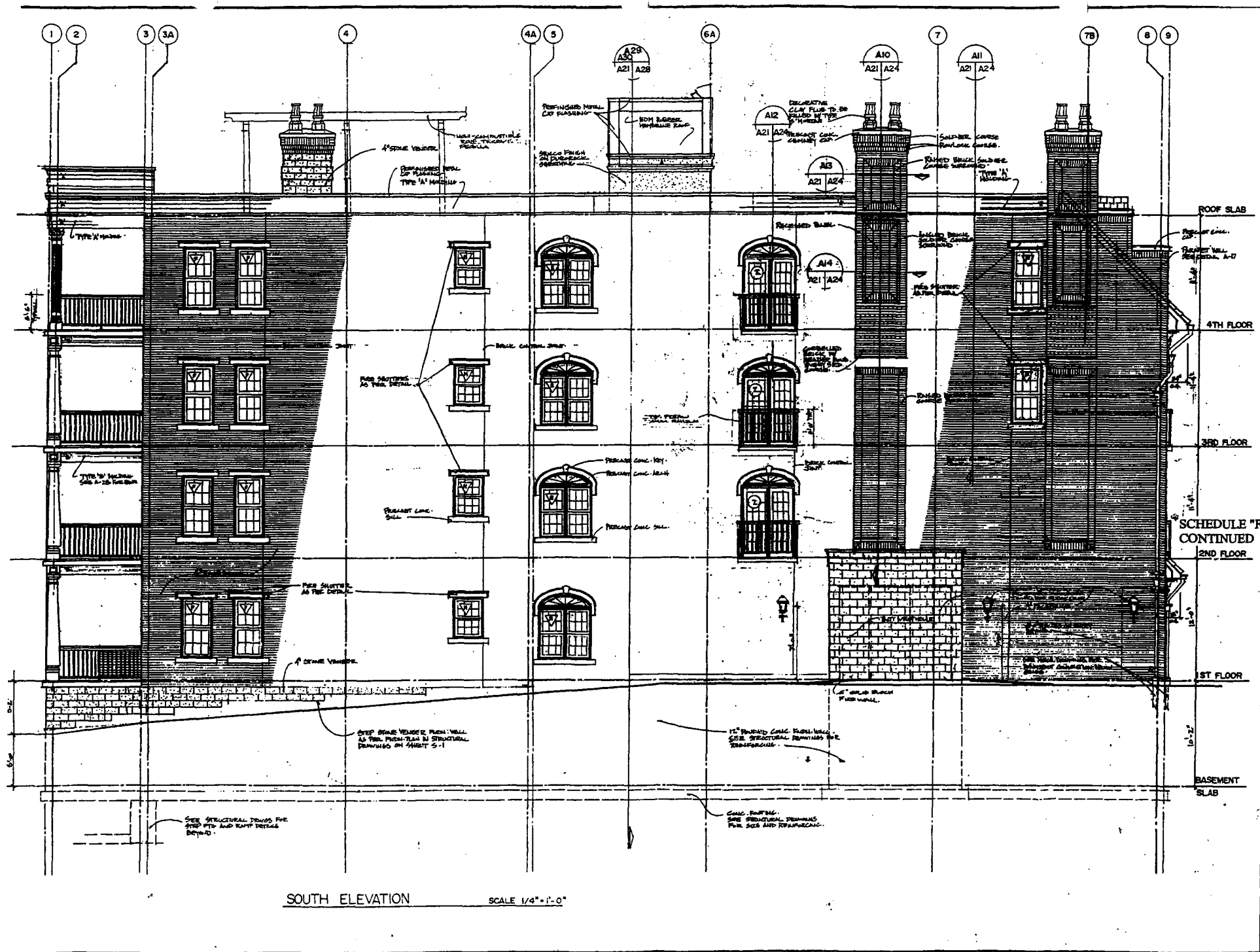


JOSEPH P. TOTH
 ARCHITECT
 INC.
 WINDSOR ONTARIO



SCHEDULE "F" TO BY-LAW 2006-14
 CONTINUED

DEC 8 / 2008 CONSTRUCTION PERMIT: 0479162
AUG / 2005 SITEPLAN CONTROL PLAN PLAN NUMBER: 2005-02-00000
DATE ISSUED FOR PROJECT
PROPOSED NEW SALMONI CONDOS AT THE NAVY YARD
AMHERSTBURG ONTARIO
DRAWING TITLE: WEST ELEVATION
DATE: DEC / 2004
SCALE: 1/4" = 1'-0"
DRN BY: J.P.T.
PROJECT No.: 2005 - 02
DWG. No.: A-20



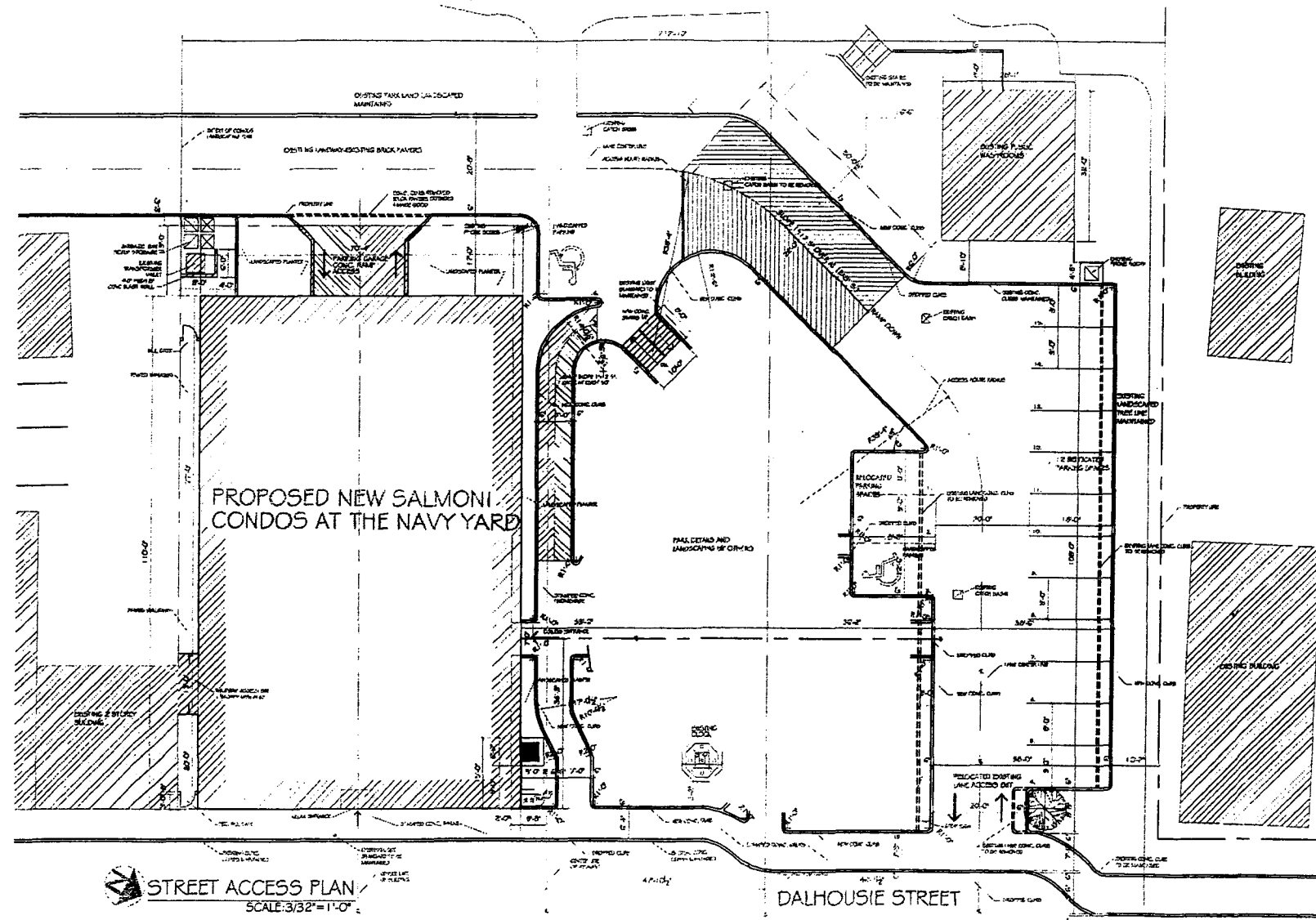
SOUTH ELEVATION SCALE 1/4" = 1'-0"

JOSEPH P. TOTH
 ARCHITECT
 INC.
 WINDSOR ONTARIO



SCHEDULE "F" TO BY-LAW 2006-14
 CONTINUED

DEC 5/2005 CONSTRUCTION	PERMIT #41715
AUG 2005 SITE PLAN CONTROL BY-LAW	BY-LAW #2005-15
DATE	ISSUED FOR
PROJECT PROPOSED NEW SALMONI CONDOS AT THE NAVY YARD	
AMHERSTBURG	ONTARIO
DWG. TITLE SOUTH ELEVATION	
DATE DEC / 2004	
SCALE 1/4" = 1'-0"	
DRN. BY J.P.T.	
PROJECT No. 2005-02	
DWG. No. A-21	

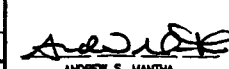



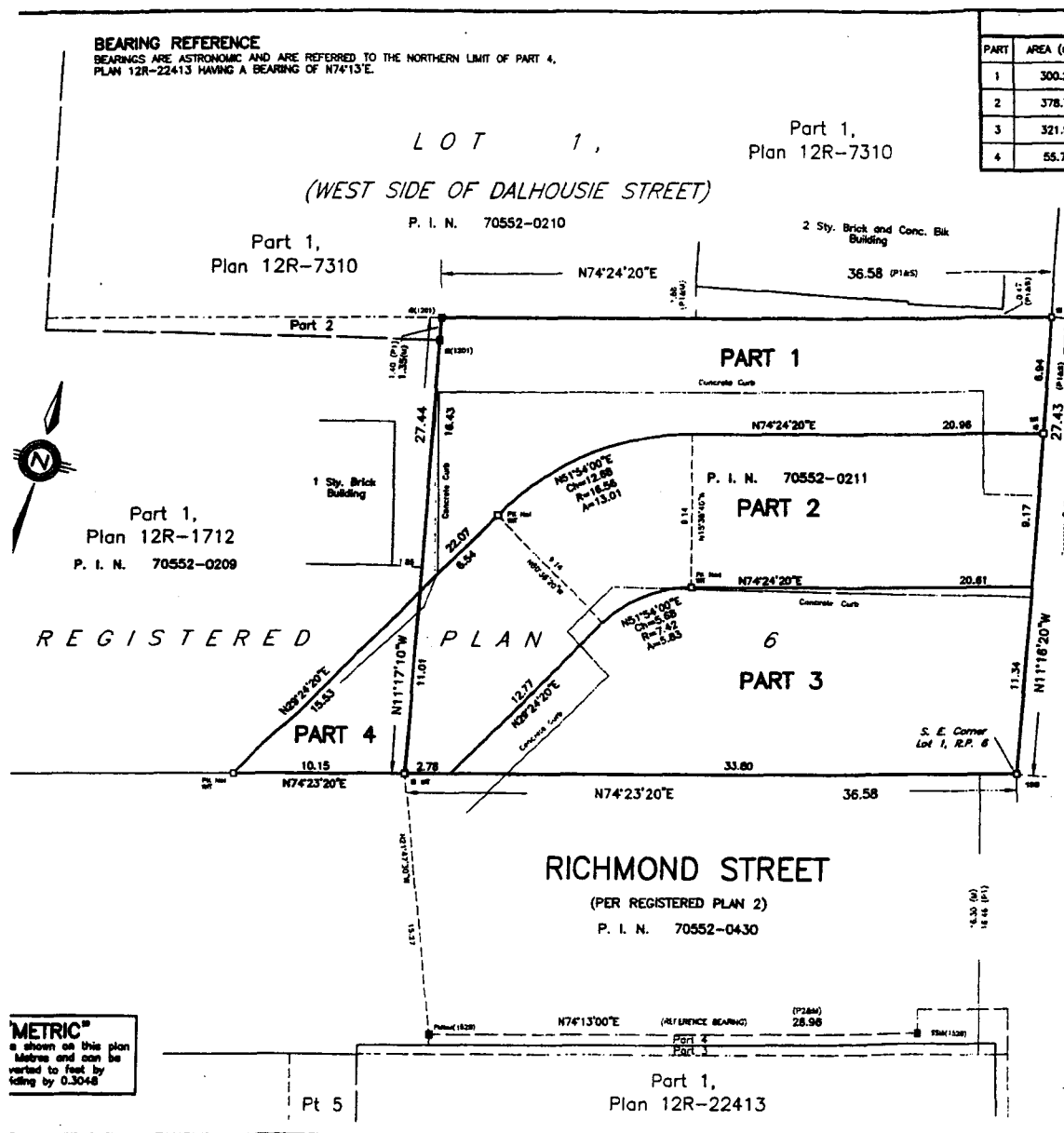
STREET ACCESS PLAN
SCALE: 3/32" = 1'-0"

SCHEDULE "G" TO BY-LAW 2006-14
 1603966 ONTARIO LIMITED
[Signature]
 CARMELLO ANGLERI, PRESIDENT
 TOWN OF AMHERSTBURG
[Signature]
 MAYOR
[Signature]
 CLERK

BEARING REFERENCE
BEARINGS ARE ASTROMOMIC AND ARE REFERRED TO THE NORTHERN LIMIT OF PART 4,
PLAN 12R-22413 HAVING A BEARING OF N74°13'E.


PARTS SCHEDULE			
PART	AREA (m ²)	DESCRIPTION	P.I.N.
1	300.2	PART OF LOT 1, (WEST SIDE OF DALHOUSIE) REGISTERED PLAN 6	ALL OF 70552-0211 PART OF 70552-0209
2	378.7		
3	321.9		
4	55.7		

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 12R-22482 RECEIVED AND DEPOSITED
DATE MARCH 2, 2006		DATE 2006-03-02
 ANDREW S. MANTHA ONTARIO LAND SURVEYOR		 AN ASSISTANT DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)



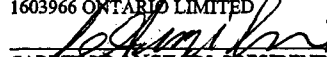
PLAN OF SURVEY
OF
**PART OF LOT 1,
(WEST SIDE OF DALHOUSIE),
REGISTERED PLAN 6**
IN THE
**TOWN OF AMHERSTBURG
COUNTY OF ESSEX, ONTARIO** SCHEDULE "H" TO BY-LAW 2006-14
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZARE


SCALE = 1:200

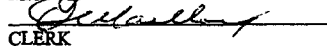


LEGEND

- SB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR
- S/S DENOTES 25mm X 25mm X 0.81m SHORT STANDARD IRON BAR
- SB DENOTES 18mm X 18mm X 0.81m IRON BAR
- SB DENOTES 18mm diameter X 0.81m ROUND IRON BAR
- C DENOTES CUT-CROSS
- N/W DENOTES SURVEY NAIL WITH WASHER MARKED (1528)
- M/C DENOTES SURVEY MAGNETIC NAIL - NO WASHER
- SB DENOTES SURVEY MONUMENT SET AND MARKED 1528
- CD DENOTES SURVEY MONUMENT SET AND MARKED 1528
- WT DENOTES WITNESS 1 DENOTES PERPENDICULAR
- (S) DENOTES SET (M) DENOTES MEASURED (D) DENOTES DEED
- (V/P) DENOTES SET PROPORTIONALLY (O/S) DENOTES ORIGIN UNKNOWN
- (P1) DENOTES REGISTERED PLAN 6 (P2) DENOTES PLAN 12R-7310
- (P3) DENOTES PLAN 12R-22413 (P4) DENOTES PLAN 12R-1712
- (V/S) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZARE INC., O.L.S.
- (V/S) DENOTES CLARKE SURVEYORS INC., O.L.S.


1603966 ONTARIO LIMITED

CARMELLO ANGIERI, PRESIDENT

TOWN OF AMHERSTBURG

MAYOR


CLERK

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT,
THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 1st DAY OF MARCH 2006.

DATE MARCH 2, 2006


ANDREW S. MANTHA
ONTARIO LAND SURVEYOR
for VERHAEGEN • STUBBERFIELD • HARTLEY
BREWER • BEZARE INC.

WINDSOR 475 Devonshire Road, Suite 200
M9Y 2L5
Ph: (519) 258-1772
Fax: (519) 258-1791

STUBBERFIELD HARTLEY BREWER BEZARE INC.

LEAMINGTON 187 Talbot Street East
N8M 1L8
Ph: (519) 322-2875
Fax: (519) 322-2875

ONTARIO LAND SURVEYORS www.verhbsurveyors.com

Drawn by: A.S.M. CAD DATE: 03/02/2006 3:00PM
Checked by: O.L.S. CAD FILE NO.: P:\V\2006\12R7310.DWG

WORK ORDER: 4-23617-X01 FILE NO.: E-8-D (W/S DALHOUSIE) PLAN FILE NO.: B-5151

METRIC
A sheet of this plan
may be used as a
metric and can be
verified to feet by
multiplying by 0.3048

THE CORPORATION OF THE TOWN OF AMHERSTBURG

By-law 2006-07

A By-law to provide for the transfer of a right of way

WHEREAS 1603966 Ontario Limited has proposed the redevelopment of property municipally known as 252 Dalhousie Street;

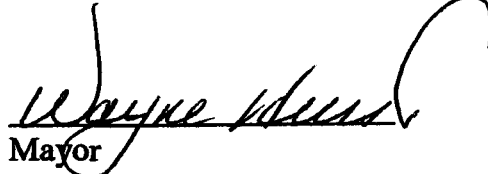
AND WHEREAS the benefitting lands being Parts 1 and 3 on Plan 12R-22413 requires a free, unencumbered and uninterrupted right of way over Part 5 on Plan 12R-22413 for passage of persons and vehicles to and from the benefitting lands;


AND WHEREAS the Council agrees to the transfer of a right of way by the municipality in connection with the redevelopment of property so as to provide access to the rear entrance;

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

1. That a right of way in the form annexed hereto and referred to as Schedule "A" be granted for the benefitting lands being Parts 1 and 3 on Plan 12R-22413 over Part 5 on Plan 12R-22413.
2. That the costs associated with the transfer of the said right of way will be the responsibility of the Transferee.
3. This By-law shall come into force and effect upon the date of final passage.

Read a first, second and third time and finally passed this 24th day of January, 2006.


Mayor


Clerk

Certified to be a true copy of
By-law 2006-07 passed by the
Amherstburg Municipal Council
on January 24th, 2006.

SCHEDULE "I" TO BY-LAW 2006-14

1603966 ONTARIO LIMITED


CARMELO ANGILERI, PRESIDENT

TOWN OF AMHERSTBURG


MAYOR


CLERK

SCHEDULE 'A'

The Transferor hereby grants to the Transferee and its successors in title to that part of Lots 8 and 9 on the west side of Dalhousie Street, Registered Plan 1 and that part of Richmond Street (closed by Instrument No. CE161813), Registered Plan 2 designated as Parts 1 and 3, Plan 12R-22413, Town of Amherstburg, County of Essex (hereinafter called the "Benefitting Lands") a free, unencumbered and uninterrupted right-of-way for passage of persons and vehicles to and from the Benefitting Lands.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

By-law 2006-08

A By-law to provide for the transfer of easement for encroachments

WHEREAS 1603966 Ontario Limited has proposed the redevelopment of property municipally known as 252 Dalhousie Street;

AND WHEREAS the transfer of easement for encroachments is required respecting property being Part 2 and Part 4, Plan 12R-22413;

AND WHEREAS the benefitting lands are described as Part 1 and Part 3, Plan 12R-22413;

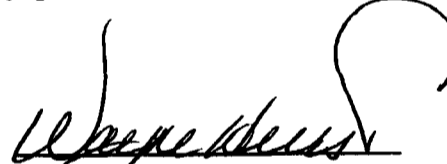
AND WHEREAS the transfer of easement for encroachments is required for the purpose of installing, maintaining, repairing and replacing building features, systems, apparatus, fixtures and adornments appurtenant to the building to be constructed on the benefitting lands;

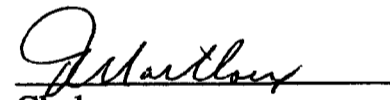
AND WHEREAS the Council deems it appropriate to grant the said transfer of easement for encroachments to permit the redevelopment of 252 Dalhousie Street;

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

1. That a Transfer of Easement for Encroachments in the form annexed hereto and referred to as Schedule "A" be granted to the benefitting lands being Parts 1 and 3, Plan 12R-22413 with respect to Parts 2 and 4, Plan 12R-22413.
2. That the costs associated with the transfer of Easement for Encroachments will be the responsibility of the Transferee.
3. This By-law shall come into force and effect upon the date of final passage.

Read a first, second and third time and finally passed this 24th day of January, 2006.


Mayor Wayne Hurst


Clerk David Mailloux


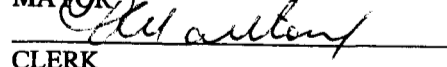
Certified to be a true copy of
By-law 2006-08 passed by the
Amherstburg Municipal Council
on January 24th, 2006.

SCHEDULE "J" TO BY-LAW 2006-14

1603966 ONTARIO LIMITED

CARMELLO ANGLERI, PRESIDENT

TOWN OF AMHERSTBURG


MAYOR

CLERK

SCHEDULE "A"

The Transferor hereby grants to the Transferee, its servants, agents and successors in title to that part of Lots 8 and 9 on the west side of Dalhousie Street, Registered Plan 1 and that part of Richmond Street (closed by Instrument No. CE161813), Registered Plan 2, designated as Parts 1 and 3, Plan 12R-22413, in the Town of Amherstburg, in the County of Essex and Province of Ontario (hereinafter called the "Benefitting Lands") a free, unencumbered, uninterrupted and exclusive easement in perpetuity on, in, over, under, across, along and through the lands described herein being that Part of Dalhousie Street, Registered Plan 1 and that Part of Richmond Street, Registered Plan 2, designated as Parts 2 and 4, Plan 12R-22413, in the Town of Amherstburg, in the County of Essex and Province of Ontario (the "subject lands"), as appurtenant to the Benefitting Lands, for the purpose of installing, maintaining, repairing and replacing the following building features, systems, apparatus, fixtures and adornments appurtenant to the building to be constructed on the Benefitting Lands:

With respect to Part 2, Plan 12R-22413:

Sheet piling to be placed below grade;
 Coach lamps to be attached to the face of the building to be constructed on the Benefitting Lands;
 Roof overhang, soffit trim and brackets, rain water leaders and scuppers to be attached to the building to be constructed on the Benefitting Lands;
 Precast concrete sills and lintels to be attached to the building to be constructed on the Benefitting Lands; and
 French Door Lookout aluminum guards and concrete sills to be attached to the building to be constructed on the Benefitting Lands.

With respect to Part 4, Plan 12R-22413:

Sheet piling to be placed below grade;
 Parking garage exhaust vent with associated structures and apparatus below and at grade servicing the underground parking garage in the building to be constructed on the Benefitting Lands, together with a landscape planter for concealment and protection of the same;
 Coach lamps to be attached to the face of the building to be constructed on the Benefitting Lands at the main entry to the said building;
 Corbelled brick works and chimneys to be attached to the Building to be constructed on the Benefitting Lands;
 Precast concrete sills and lintels to be attached to the building to be constructed on the Benefitting Lands;
 Raised stone French corners and wall veneer on the building to be constructed on the Benefitting Lands;
 Rain water leaders and scuppers to be attached to the building to be constructed on the Benefitting Lands;
 Aluminum balcony guards and precast sills to be attached to the building to be constructed on the Benefitting Lands;
 Mechanical vent caps to be attached to the building to be constructed on the Benefitting Lands; and
 Parapet crown moulds at roof and brackets to be attached to the building to be constructed on the Benefitting Lands.

The Transferee covenants to fill in all excavations and restore the surface of the subject lands immediately after performing any work therein or thereon, to the satisfaction of the Corporation of the Town of Amherstburg.

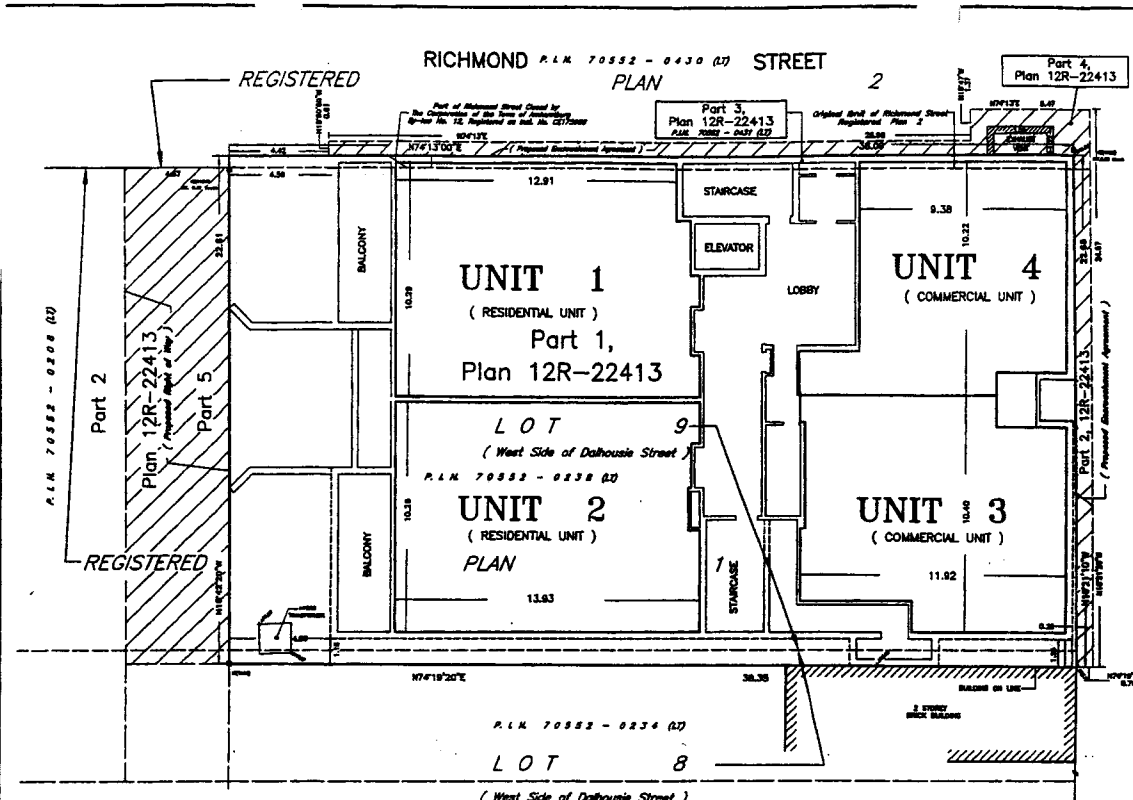
Notwithstanding any rule of law or equity, and even though the works and materials or some of them may become affixed to or annexed to the subject lands, the title to such works and materials shall nevertheless remain in the Transferee and its successors in title to the Benefitting Lands, and the Transferor shall have no interest in such works and materials, nor any responsibility for the same.

The Transferee, on behalf of itself and its successors in title to the Benefitting Lands, covenants and agrees to maintain all of the works and materials permitted by this easement in a state of good repair to the satisfaction of the Corporation of the Town of Amherstburg, and to indemnify and save the Transferor, its successors and assigns harmless from any and all claims, demands, damages and causes of action that may arise by reason of or stemming from the works and materials permitted by this easement, howsoever caused.

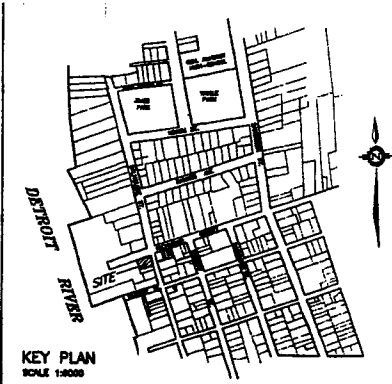
In the event of the destruction or demolition of the building to be constructed on the benefitting lands, unless such building is replaced within a reasonable time as determined by the Corporation of the Town of Amherstburg after such demolition or destruction, the Transferee, on behalf of itself and its successors in title to the Benefitting Lands, covenants and agrees to remove all of the works and materials permitted by this easement from the subject lands to the satisfaction of the Corporation of the Town of Amherstburg, to restore the subject lands to their state prior to the installation of such works and materials, and to grant to the

Instrument Statement, 61

Transferor or its successors a complete and final release of this easement.



NOTE:
 THE WORK OF THIS PLAN SHALL BE HELD TO BE SUBJECT TO THE PROVISIONS OF THE CONDOMINIUM ACT, 1998 AND SECTION 51 (17) OF THE PLANNING ACT, 1990. THE SURVEYOR'S CERTIFICATE SHALL BE SUBJECT TO THE PROVISIONS OF THE CONDOMINIUM ACT, 1998 AND SECTION 51 (17) OF THE PLANNING ACT, 1990.



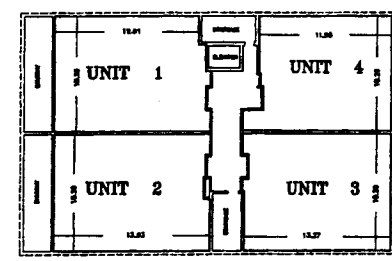
DRAFT PLAN OF CONDOMINIUM
 PART OF LOTS 8 and 9,
 (WEST SIDE OF DALHOUSIE STREET),
 PART OF DALHOUSIE STREET,
 REGISTERED PLAN 1
 AND
 PART OF RICHMOND STREET,
 (WEST SIDE OF DALHOUSIE STREET),
 REGISTERED PLAN 2
 IN THE
 TOWN OF AMHERSTBURG
 COUNTY OF ESSEX, ONTARIO
 VERMORON - BRIDGEMAN - HANLEY - BREWER - BEAUCHE INC.

BEARING REFERENCE
 BEARING REFERENCE TO THE WEST LINE OF DALHOUSIE STREET AS SHOWN ON PLAN 12R-22413 AND PLAN 12R-22413.

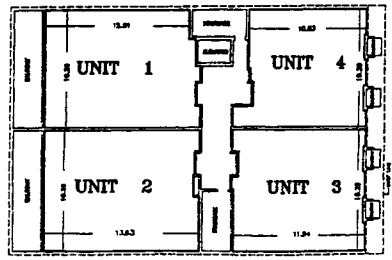
LEGEND

1	1.00	1.00	1.00	1.00
2	2.00	2.00	2.00	2.00
3	3.00	3.00	3.00	3.00
4	4.00	4.00	4.00	4.00
5	5.00	5.00	5.00	5.00
6	6.00	6.00	6.00	6.00
7	7.00	7.00	7.00	7.00
8	8.00	8.00	8.00	8.00
9	9.00	9.00	9.00	9.00
10	10.00	10.00	10.00	10.00
11	11.00	11.00	11.00	11.00
12	12.00	12.00	12.00	12.00
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37	37.00	37.00	37.00	37.00
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41	41.00	41.00	41.00	41.00
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46	46.00	46.00	46.00	46.00
47	47.00	47.00	47.00	47.00
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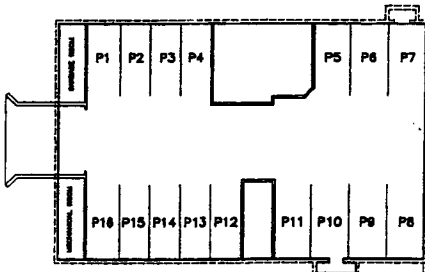
UNITS 1 to 4 (inclusive) - LEVEL 1
 SCALE = 1:100



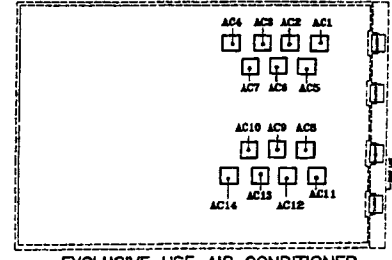
UNITS 1 to 4 (inclusive) - LEVELS 2 and 3
 SCALE = 1:200



UNITS 1 to 4 (inclusive) - LEVEL 4
 SCALE = 1:200



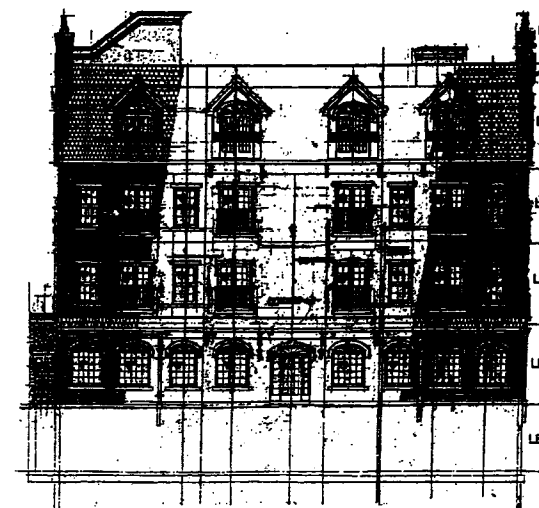
PARKING SPACES - LEVEL A
 SCALE = 1:200



EXCLUSIVE USE AIR CONDITIONER
 CONDENSER APPARATUS - LEVEL 5
 SCALE = 1:200

BENCH MARK
 BENCH MARK ON THE PLAN IS THE POINT OF REFERENCE FOR THE BENCH MARK. THE BENCH MARK IS THE POINT OF REFERENCE FOR THE BENCH MARK. THE BENCH MARK IS THE POINT OF REFERENCE FOR THE BENCH MARK.

SITE BENCH MARK
 THE POINT OF REFERENCE FOR THE BENCH MARK IS THE POINT OF REFERENCE FOR THE BENCH MARK. THE BENCH MARK IS THE POINT OF REFERENCE FOR THE BENCH MARK.



EAST ELEVATION - NOT TO SCALE
 (DALHOUSIE STREET)

ADDITIONAL INFORMATION REQUIRED UNDER THE CONDOMINIUM ACT, 1998 AND SECTION 51 (17) OF THE PLANNING ACT, 1990.

LEVEL	TYPE OF UNIT	NUMBER OF UNITS	TOTAL AREA (SQ. FT.)
LEVEL 1	RESIDENTIAL	2	1,200
LEVEL 2	RESIDENTIAL	2	1,200
LEVEL 3	RESIDENTIAL	2	1,200
LEVEL 4	RESIDENTIAL	2	1,200
LEVEL 5	COMMERCIAL	2	1,200
TOTAL		10	6,000

OWNER'S CERTIFICATE
 WE APPROVE TO THE PLAN OF THIS DRAFT PLAN OF CONDOMINIUM.
 1603966 ONTARIO LIMITED

SURVEYOR'S CERTIFICATE
 I HAVE THE HONOUR TO SIGN THE COMPANY'S DRAFT PLAN OF CONDOMINIUM.

VERMORON - BRIDGEMAN - HANLEY - BREWER - BEAUCHE INC.
 1603966 ONTARIO LIMITED
 1603966 ONTARIO LIMITED
 1603966 ONTARIO LIMITED
 1603966 ONTARIO LIMITED

SCHEDULE "K" TO BY-LAW 2006-14
 1603966 ONTARIO LIMITED
 CARMELLO ANGELERI, PRESIDENT
 TOWN OF AMHERSTBURG
 MAYOR
 CLERK