

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2006-24**

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

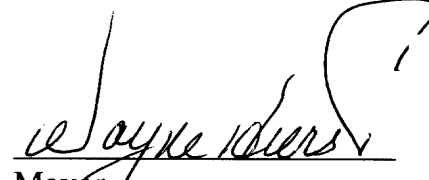
**WHEREAS** Bee Jay Variety Store Limited has proposed an addition and renovation of a retail store at 56 Richmond Street;


**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 27<sup>th</sup> day of March, 2006.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified to be a true copy of By-law  
No. 2006-24 passed by the Amherstburg  
Municipal Council on March 27, 2006.

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**Properties**

PIN 70552 - 0434 LT

Description PT LT 2 N/S RICHMOND PLAN 6 AMHERSTBURG; DESIGNATED AS PTS 4,5,6,7,8,9,10,11 12R22480, S/T EASE OVER PTS 4 TO 11 12R22480, AS IN CE202955; AMHERSTBURG; S/T EASE OVER PTS 5 & 9 PL 12R22480 AS IN CE204245

Address AMHERSTBURG

PIN 70552 - 0192 LT

Redescription

Description PT LT 2 N/S RICHMOND ST PL 6 AMHERSTBURG, DESIGNATED AS PTS 1, 2 AND 3 ON 12R-22480; AMHERSTBURG; S /T EASE OVER PT 2 PL 12R22480 AS IN CE204245

Address 00056 RICHMOND STREET 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

I, e THE CORPORATION OF THE TOWN OF AMHERSTBURG

Address for Service 271 Sandwich St. S. Amherstburg, On

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

Name BEE JAY VARIETY STORE LIMITED

Address for Service 56 Richmond St. Amherstburg, Ontario N9V 1E9

I, PAUL JONES, PRESIDENT, have the authority to bind the corporation

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

**Comments**

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 2006 04 12 Windsor N9A 6V2

Tel 519-258-0615

Fax 5192586833

**Submitted By**

MOUSSEAU DELUCA 500-251 Goyeau Street 2006 04 12 MCPHERSON PRINCE Windsor N9A 6V2

Tel 519-258-0615

Fax 5192586833

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

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

yyyy mm dd Page 2 of 2

**File Number**

Applicant Client File Number : 23165

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_, 2006

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

BETWEEN:           **BEE JAY VARIETY STORE 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 proposes an addition and renovation of the retail store 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) 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 Essex Power Lines Corporation, Union Gas and Bell Canada regarding any matters that relate to services provided by Essex Power Lines Corporation, 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.

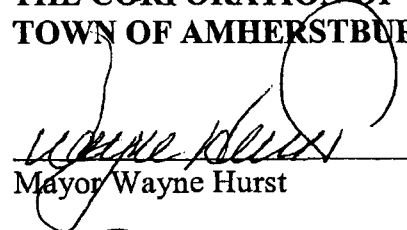
29. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners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


IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: **BEE JAY VARIETY STORE  
LIMITED**

  
\_\_\_\_\_  
Paul Jones

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
\_\_\_\_\_  
Mayor Wayne Hurst

  
\_\_\_\_\_  
Clerk David Mailloux

Authorized and approved by By-law  
No. 2006-24 enacted the 27<sup>th</sup> day  
of March, 2006.

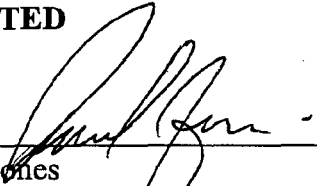


**SCHEDULE "A"**

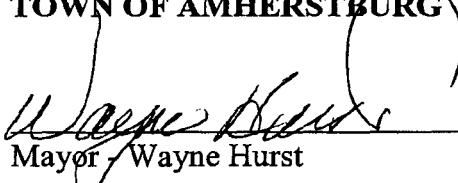
The following is a description of the land to which this instrument applies:

Part of Lot 2, Registered Plan 6,  
designated as Parts 1 through 11 inclusive, Plan 12R-22480  
in the Town of Amherstburg,  
County of Essex,  
Province of Ontario

OWNER: **BEE JAY VARIETY STORE  
LIMITED**

  
\_\_\_\_\_  
Paul Jones

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
\_\_\_\_\_  
Mayor - Wayne Hurst

  
\_\_\_\_\_  
Clerk - David Mailloux

SITE STATISTICS  
 ZONE: COMMERCIAL C1  
 LOT AREA: 21923 sf  
 BLDG AREA: 5448 sf (600sqft)  
 LOT COVERAGE: 24.8 %  
 PARKING SPACES: 20

PART OF LOT 2  
 REG. PLAN 6  
 TOWN OF  
 AMHERSTBURG  
 COUNTY OF ESSEX

EXISTING PARKING  
 - 22 SPACES

EXISTING RETAIL  
 STORE - SUITE A  
 5033 sf

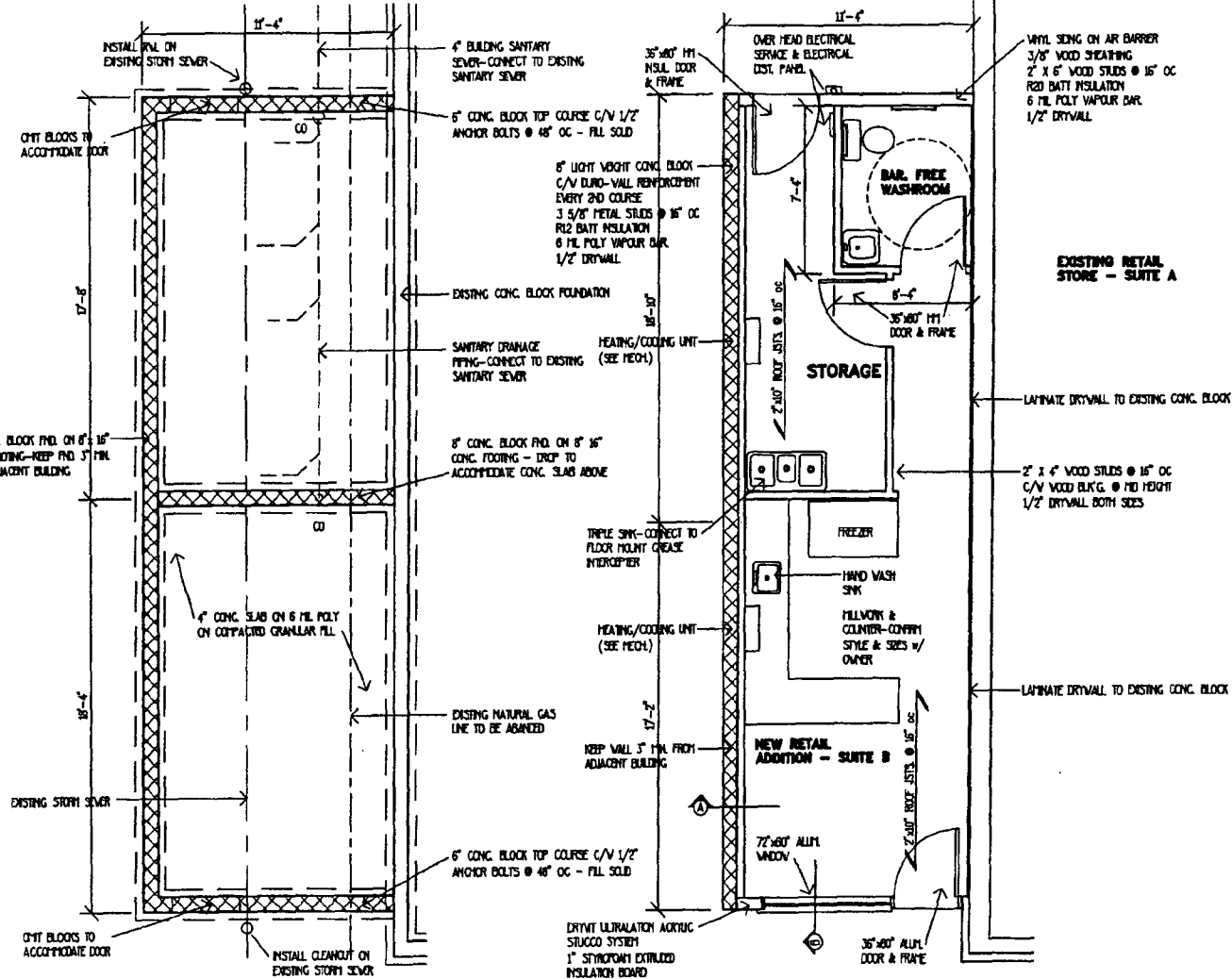
NEW RETAIL  
 ADDITION -  
 SUITE B  
 408 sf

EXISTING RETAIL  
 BUILDING - NOT PART  
 OF PROPERTY

RICHMOND STREET

**SITE PLAN**

SCALE 1" = 3'-0"



**FOUNDATION PLAN**

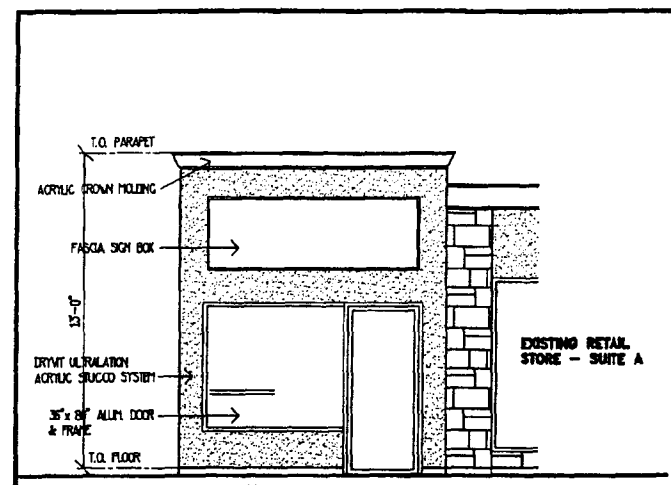
SCALE 1/4" = 1'-0"

**MAIN FLOOR P1**

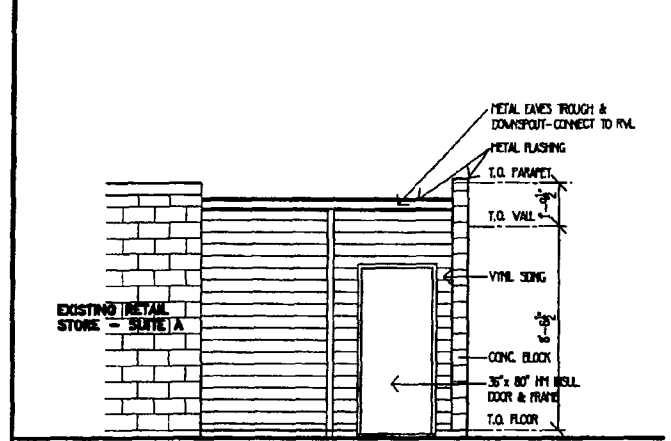
SCALE 1/4" = 1'-0"

PROJECT: RETAIL ADDITION  
 56 RICHMOND ST.  
 AMHERSTBURG, ON.  
 ARCHITECTURAL DESIGN SERVICE  
 (519) 736-2019  
 SCALE: AS SHOWN  
 DRAWN BY: M. VOEGELI  
 CHECKED BY:  
 FILE NO:  
 DATE: 2006/02/15  
 REVISED:  
 SHEET: **A-1**

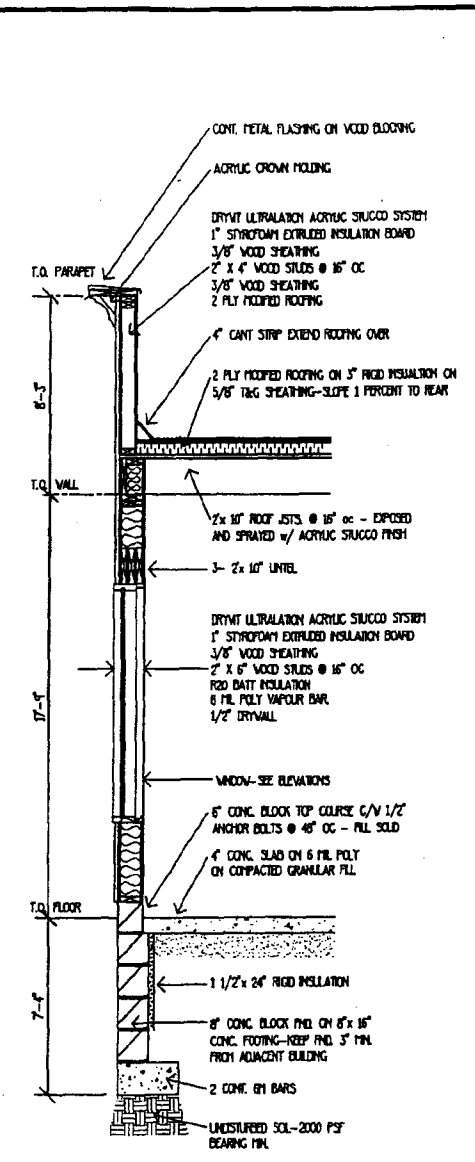
SCHEDULE "B" TO BY-LAW 2006-24  
 BEE JAY VARIETY STORE LIMITED  
 PAUL JONES  
 TOWN OF AMHERSTBURG  
 AYOR  
*W. [Signature]*  
*[Signature]*



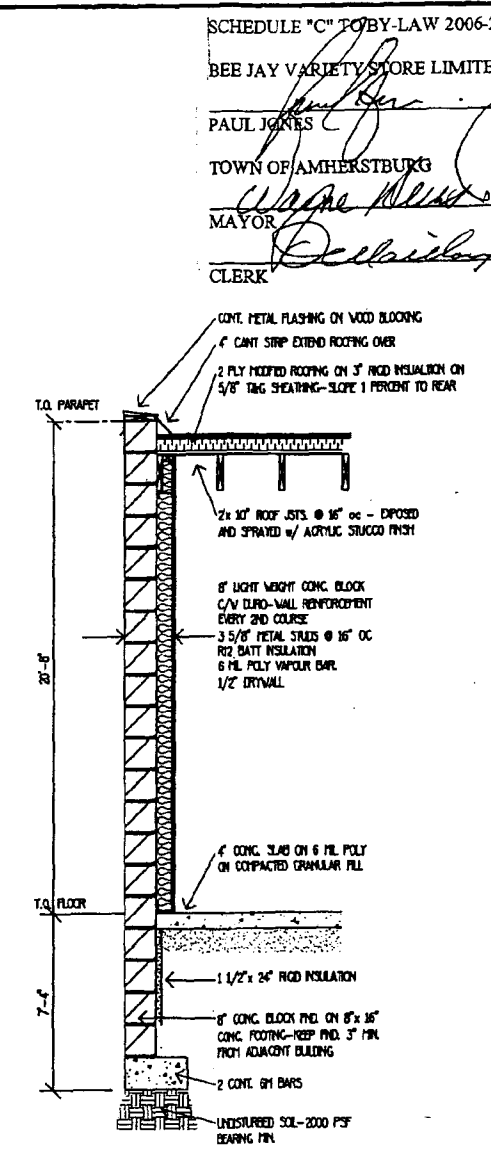
NEW RETAIL ADDITION - SUITE B  
**FRONT ELEVATION**  
SCALE 1/4" = 1'-0"



NEW RETAIL ADDITION - SUITE B  
**REAR ELEVATION**  
SCALE 1/4" = 1'-0"



**B WALL SECTION**  
SCALE 1/2" = 1'-0"



**A WALL SECTION**  
SCALE 1/2" = 1'-0"

SCHEDULE "C" TYPICAL BY-LAW 2006-24  
BEE JAY VARIETY STORE LIMITED  
PAUL JONES  
TOWN OF AMHERSTBURG  
MAYOR  
CLERK

PROJECT: RETAIL ADDITION 56 RICHMOND ST. AMHERSTBURG, ON.  
SCALE: AS SHOWN  
DRAWN BY: M. VOEGELJ  
CHECKED BY:  
FILE NO:  
DATE: 2006/02/15  
REVISED:  
SHEET: **A-2**

