THE CORPORTAION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2007-41

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

WHEREAS 2017549 Ontario Limited has proposed the redevelopment of the Canadian Tire Gas Bar property being Plan 12M-83, Block B, municipally known as 421 Sandwich Street South;

AND WHEREAS By-law 1985 provided for the execution of a Development Agreement for a Plaza and Gas Bar on the subject property;

AND WHEREAS the Owner is proposing the upgrading and renovation to the existing gas bar.

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of an amending 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 1985 is hereby amended with the attached agreement insofar as it relates to the location of buildings and structures, parking, landscaping and other amenities affected by the upgrading and renovation of the Canadian Tire Gas Bar on the said lands 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 1985 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 14th day of May, 2007.

Clerk

Certified to be a true copy of By-law No. 2007-41 passed by the Amherstburg Municipal Council on May 14, 2007.

* LRO # 12 Notice Under S.71 Of The Land Titles Act

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

421 Sar Receipted as CE286893 on 2007 08 09 at 10:09

> yyyy mm dd Page 1 of 1

2007-41

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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.

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

Party To(s)		Capacity	Share
Name	2017549 ONTARIO LIMITED	Registered Owner	
Address for Service	52 Village Centre PI. Suite 200 Mississauga, On L4Z 1V9		

I, Joseph Abraham, 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 Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Signed 2007 08 09 Windsor Applicant(s) N9A 6V2 Tel 519-258-0615 5192586833 Fax Submitted By MOUSSEAU DELUCA MCPHERSON PRINCE 500-251 Goyeau Street 2007 08 09 Windsor N9A 6V2 Tel 519-258-0615 Fax 5192586833 Fees/Taxes/Payment \$60.00 Statutory Registration Fee Total Paid \$60.00 File Number

Party To Client File Number :

23406

AMENDING DEVELOPMENT AGREEMENT

Registered

_____, 2007.

THIS AGREEMENT made in triplicate this 14th day of May, 2007.

BETWEEN: 2017549 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 Corporation passed By-law 1985 on August 31, 1987 for the execution of a Development Agreement for a Plaza and Gas Bar on the subject property;

AND WHEREAS the Owner proposes the upgrading and renovation to the existing gas bar on the said lands 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 an Amending Development Agreement insofar as it relates to the redevelopment of the gas bar on the subject property;

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" – Site Servicing Plan SCHEDULE "D" – Grading Plan SCHEDULE "E" – Landscape Plan SCHEDULE "F" - (i) Canopy Island Layout (ii) Canopy Island Elevations SCHEDULE "G" - (i) Store Plans & Details (ii) Store Plan Elevations SCHEDULE "H" - Vertical Propane Tank SCHEDULE "I" - Pylon Sign

- 2. Schedule "A" hereto describes the lands affected by this Agreement.
- 3. Schedule "B" hereto shows:
 - (a) The location of all buildings and structures to be erected;
 - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access;
 - (d) The location and provision for the collection and storage of garbage and other waste materials.
- 4. Schedule "C" hereto shows:
 - (a) Site Servicing
- 5. Schedule "D" hereto shows:
 - (a) Grading Plan
- 6. Schedule "E" hereto shows:
 - (a) Landscape Plan and Details
- 7. Schedule "F" hereto shows:
 - (a) Canopy Island Layout and Elevations
- 8. Schedule "G" hereto shows:
 - (a) Store Plans and Details and Elevations
- 9. Schedule "H" hereto shows:
 - (a) Vertical Propane Tank
- 10. Schedule "I" hereto shows:
 - (a) Pylon Sign

- 11. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Line Corporation, Union Gas and Bell Canada regarding any matters that relate to services provided by Essex Power Lines Corporation, Union Gas and Bell Canada.
- 12. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and the Essex Region Conservation Authority.
- 13. The Owner shall be responsible for consulting with and obtaining any necessary approvals from TSSA (Technical Safety Standard Association).
- 14. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "G" hereto.
- 15. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like material capable or 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.
- 16. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
- 17. 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.
- 18. 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.
- 19. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
- 20. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedules "C" and "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.
- 21. Any garbage or refuse that is stored outside shall be stored in a noncombustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
- 22. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, 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.

- 23. 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.
- 24. 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 like 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.
- 25. 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 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.
- 26. 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.
- 27. 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.
- 28. 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.

- 29. 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.
- 30. In the event that an Owner should fail to obey a stop work order issued under Section 27 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
- 31. In the event that an Owner shall fail to correct a deviation or deficiency after notice pursuant to Section 28 or after notice of an opinion, which Council of the Corporation determines is correct under Section 29, 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. The Owner and Corporation agree that it is the Corporation's intent to undertake a traffic study of the Sandwich/Pickering/Dalhousie Street area. The Owner agrees that if traffic modifications are required in this area as a result of this development the Owner will share in a proportionate obligation of the recommended changes. The proportionate share will be determined by the traffic study.
- 36. 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.

- 37. A financial guarantee (certified cheque or irrevocable letter of credit self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of buildings and structures is required as part of the site plan agreement in addition to financial security in the amount of 100% for all off-site works required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Public Works Manager. Once the Town has inspected and approved the construction of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.
- 38. 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:

2017549 Ontario Limited braham, President Joseph **THE CORPORATION OF/THE VOF AMHERSTBURG** TOW Mayor Vayne Hurst Un

Clerk David Mailloux

Authorized and approved by By-law 2007-41 enacted the 14th day of May, 2007.

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

Block B, Plan 12M-83 in the Town of Amherstburg County of Essex and Province of Ontario'

OWNER:

2017549 Ontario Limited

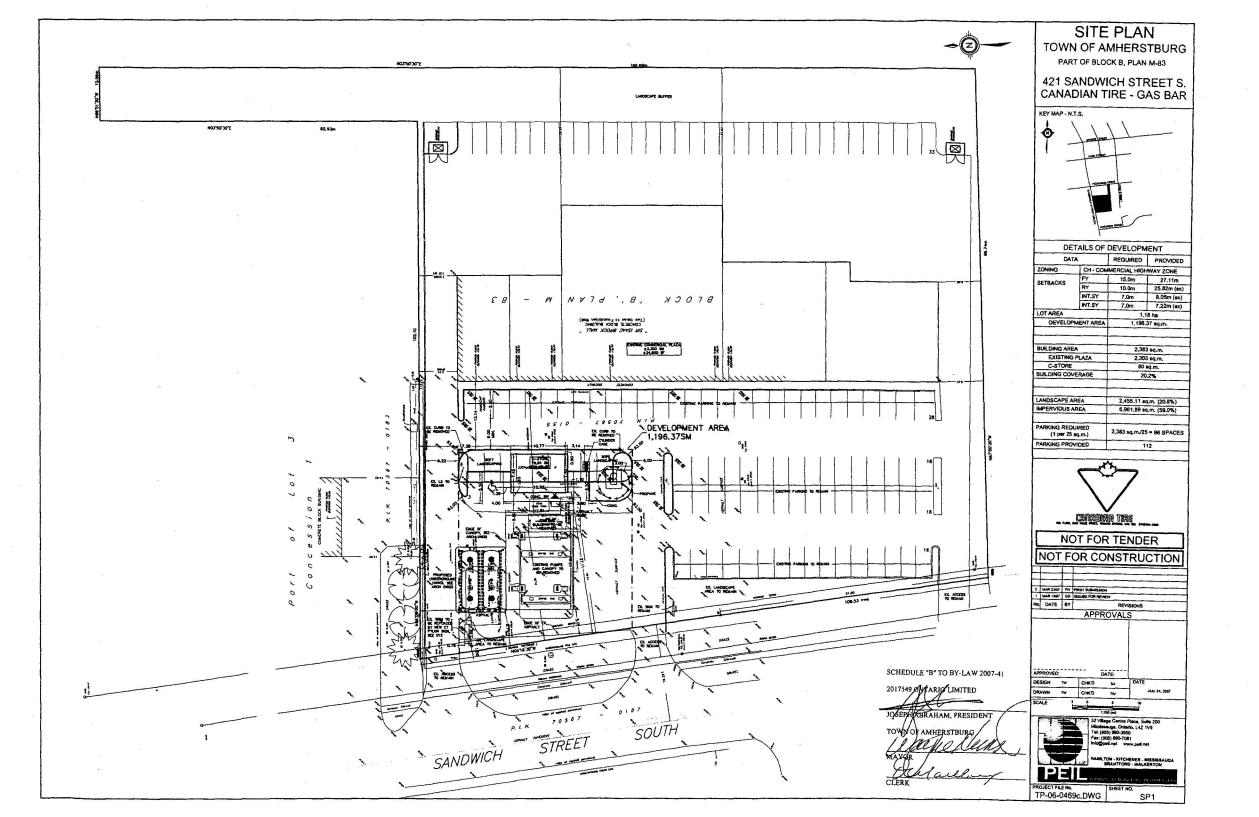
Joseph Abraham, President l

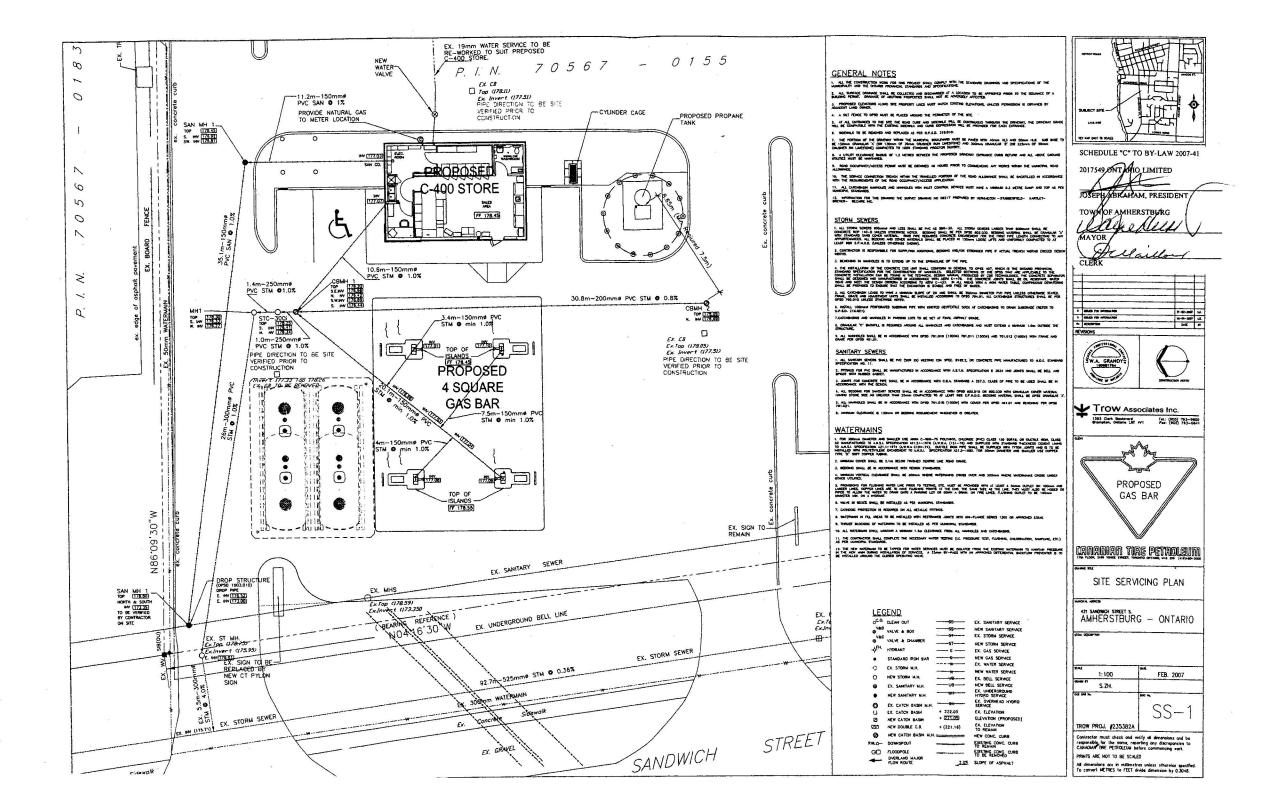
THE CORPORATION OF THE TOWN OF AMHERST/BURG

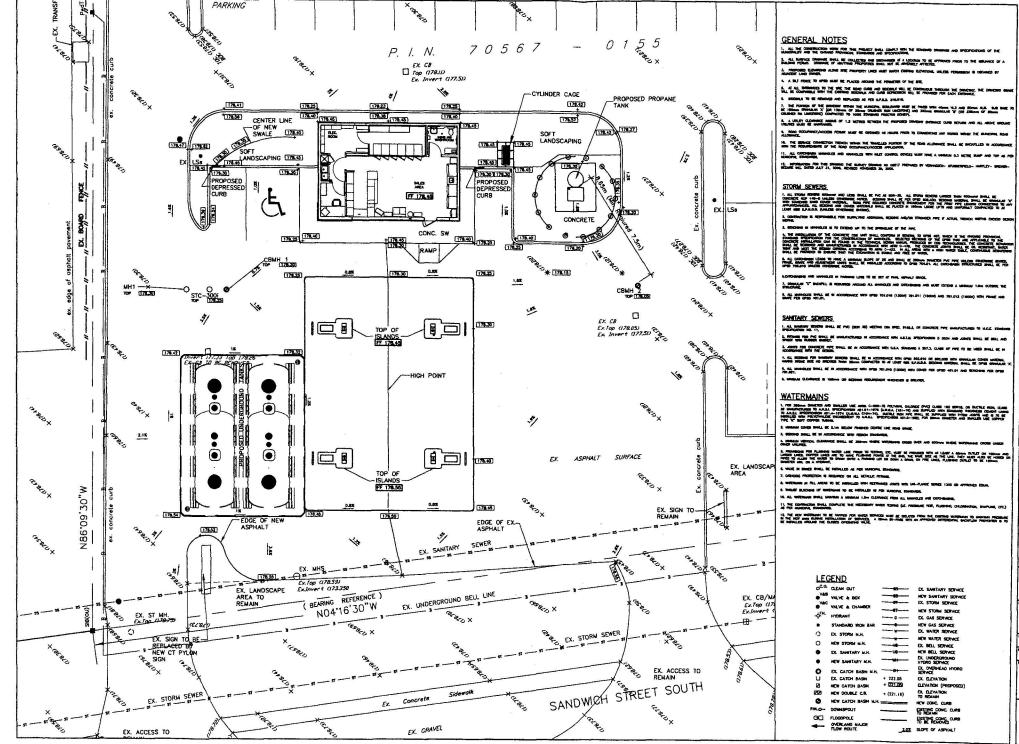
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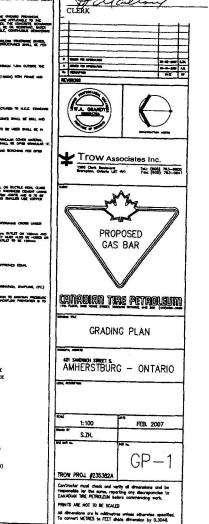
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Clerk David Mailloux







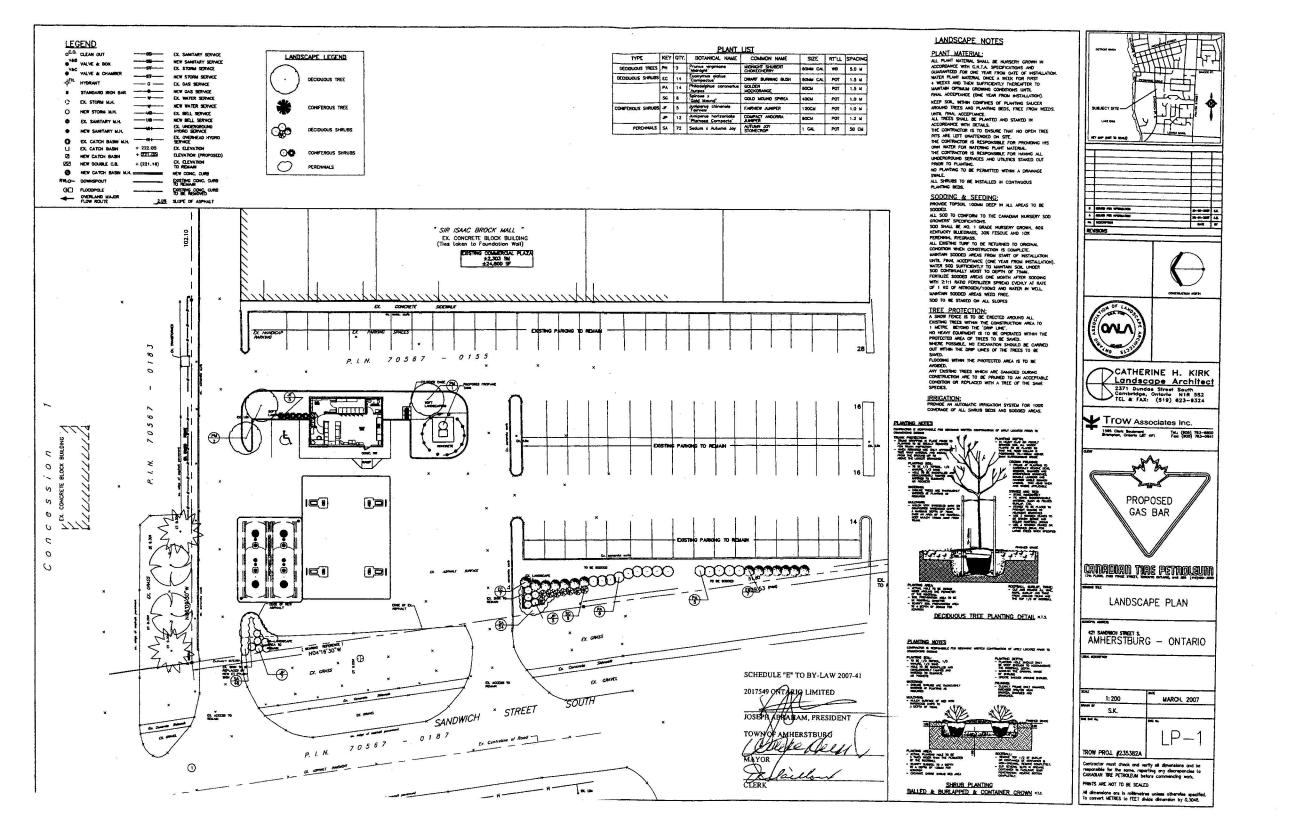


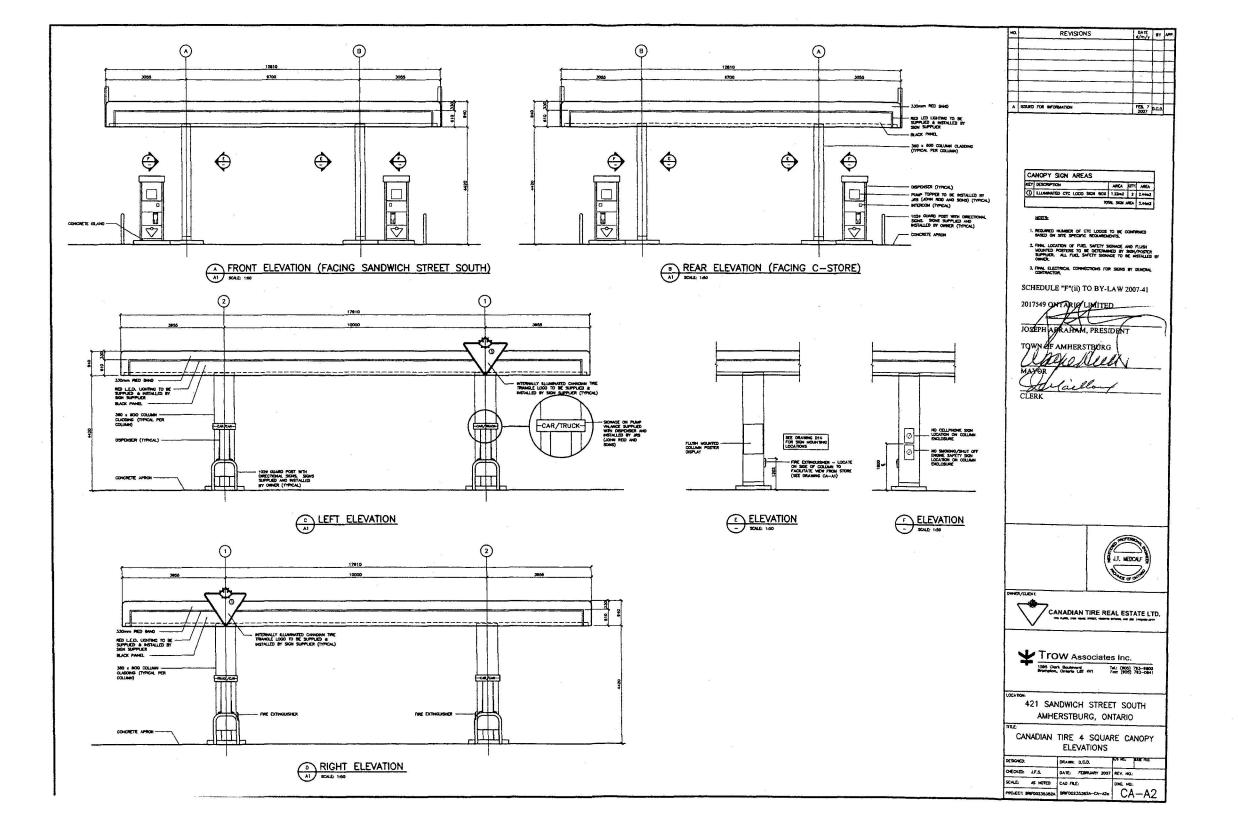
SEP ABRAHAM, PRESIDENT TOWN OF AMHERSTBURG lane Nee MAYOR

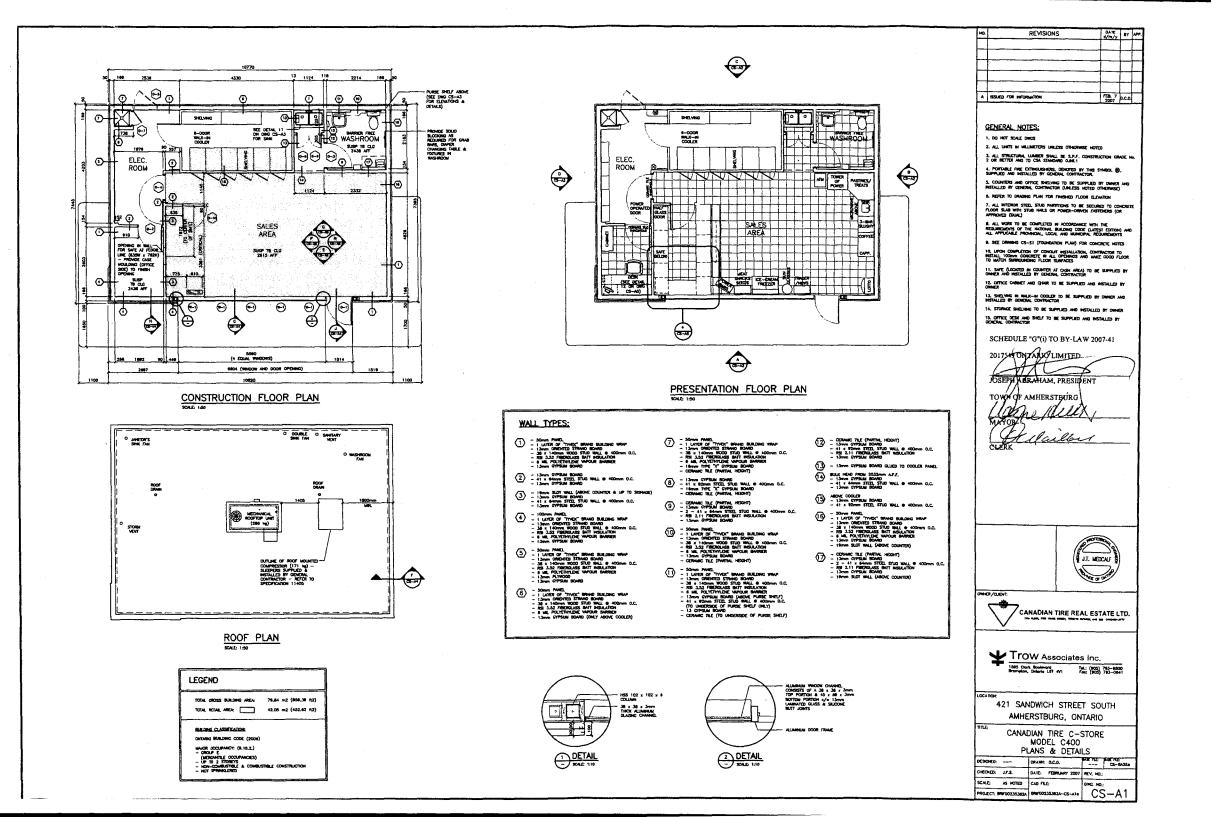
SCHEDULE "D" TO BY-LAW 2007-41

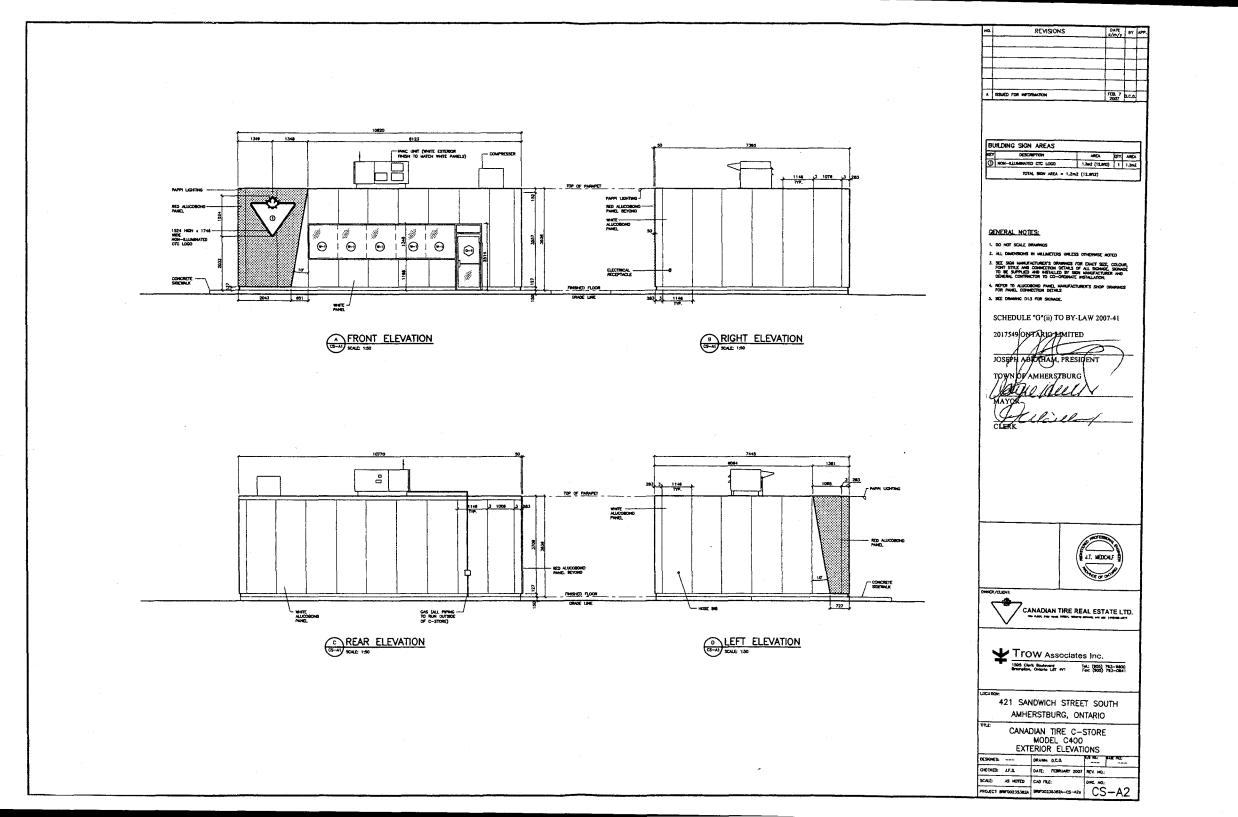
2017549 ONCARIO LIMITED

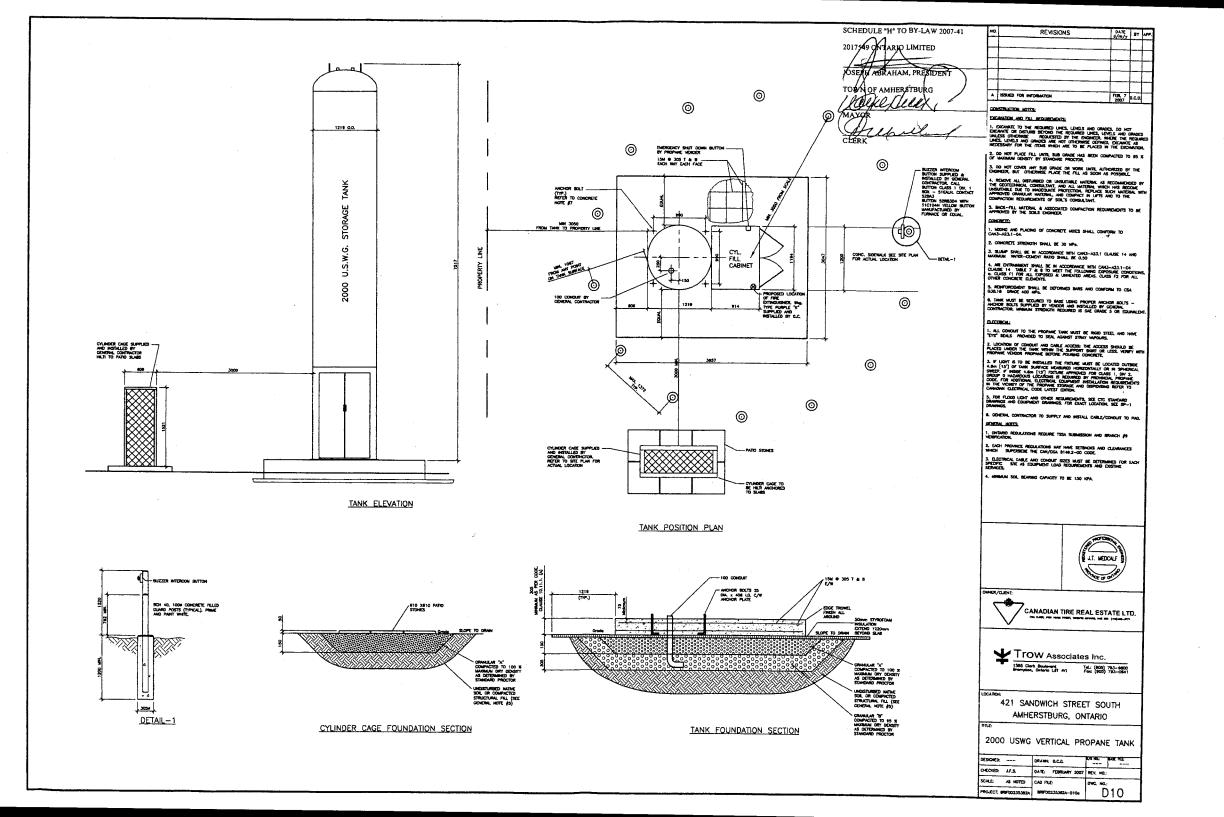


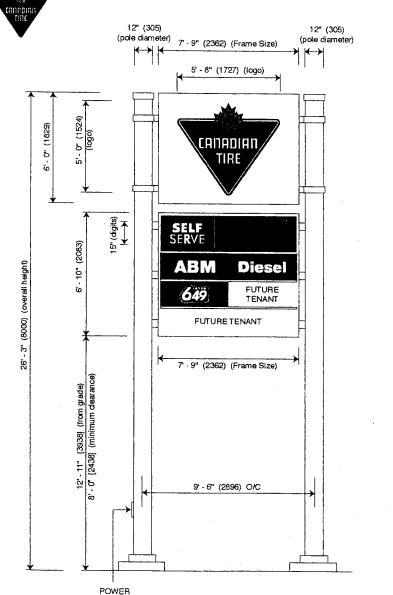


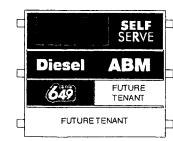


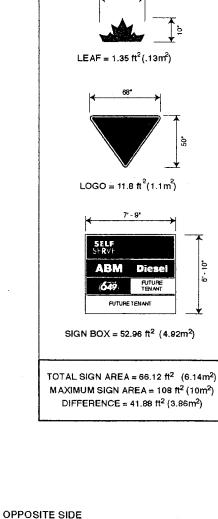






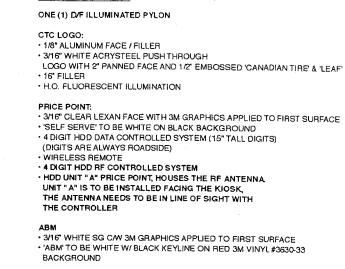






19 1/2"





SUPPLY AND INSTALL

DIESEL

· 3/16" WHITE SG C/W 3M GRAPHICS APPLIED TO FIRST SURFACE · 'DIESEL' TO BE WHITE ON BLACK 3M VINYL # 3630-22 BACKGROUND

649

· 3/16" WHITE SG CAV 3M GRAPHICS APPLIED TO FIRST SURFACE · '649' AND 'LOTTO' COPIES TO BE WHITE · SHADOW ON NUMBERS AND OUTLINE TO BE SILVER GREY 3M VINYL # 3630-51 (TBC) · DOT TO BE RED 3M VINYL #3630-33 · BACKGROUND TO BE SULTAN BLUE 3M VINYL #3630-157

FUTURE TENANTS 3/16" WHITE SG C/W 3M GRAPHICS · EXACT TENANT TO BE DETERMINED

• 1 1/2" F-38 FRAME ALUMINUM FILLER • H.O. FLUORESCENT ILLUMINATION · TWO (2) 12" DIA POLES + ALL EXPOSED METAL TO BE PAINTED CTC WHITE 1007A 4-2-1-1

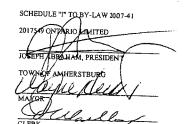
***SITE CHECK REQUIRED

'LOTTO' COLOURS							
	PMS 485C 3M #3630-33 Red		3M #3630-51 Silver Grey (TBC)				
	PMS 288C 3M #3630-157 Sultan Blue		White				

Client Canadian Tire Location Store # 1522 Amherstburg, ON Project Title SignType(s D/F Illuminated Pylon Sign Scale Date 1/4" = 1'-0" 12.13.2006 Drawn Approved K.8. Drawing No. Revision PP 06195-A 0 RevisionNotes No. Description Date 0 -00.00.2006

	1
x: Approved By:	
x: Date:	

	Notes	
1.XXXXX		



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steel art Park Drive Markham Ontario L3R1C9 905.474.1678 / 905.474.0515

37 Esna

DEVELOPMENT AGREEMENT

Registered _____, 1987.

THIS AGREEMENT made in quintuplicate this <u>**3**</u> day of <u>AUGUST</u>, 1987.

BETWEEN:

669303 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, and Amherstburg By-Law No. 1774, passed February 19, 1983, designated parts of the area covered by the Official Plan as a Site Plan Control Area, designating such parts by reference to land use designations contained in the Comprehensive Zoning By-Law No. 1757;

AND WHEREAS the Owner intends to develop the said lands for a commercial plaza and gas bar 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 good 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" - Landscape Plan

- 2. Schedule "A" hereto describes the lands affected by this Agreement.
- 3. Schedule "B" hereto shows:
 - (a) The location of all buildings and structures to be erected;
 - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways, including driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access;
 - (d) The location and provision for the collection and storage of garbage and other waste material.
- 3(a) Schedule "C" hereto shows the landscape plan of the property.
- 4. The Owner shall be responsible for consulting with the Corporation's Public Utilities Commission regarding any matters that relate to services provided by the Public Utilities Commission.
- 5. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment.
- 6. All of the exterior walls of the building shall be faced with brick, stone, stucco, structural glass, tile, baked enamel on steel or similar finished material.
- 7. All parking or loading areas and lanes and driveways in areas so indicated on Schedule "B" shall be paved with asphalt or a concrete portland cement and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like material, having a combined depth of at least 15.2 cm and with provisions for drainage facilities. No parking or loading areas or lanes or driveways shall be used as such unless they are so paved by the Owner to the satisfaction of the Corporation. No access to the site shall be provided from Pickering Drive.
- 8. 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.
- 9. 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 to the satisfaction of the Corporation.
- 10. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
- 11. The Owner shall install and maintain a system for the disposal of storm and surface water 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.

- 12. 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.
- 13. 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.
- 14. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation, those lands so indicated on Schedule "C".
- 15. A wood fence, stained and/or pressure treated, 1.8 metres high, shall be constructed and maintained along the areas as shown on Schedule "B" annexed, or as mutually agreed to by the owner, the Corporation and the abutting landowner.
- 16. 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.
- 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:
 - (a) The progress of development;
 - (b) 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 that 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 its 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 be 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 by 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 Owners 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.

- 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 18 or after notice of an opinion, which Council of the Corporation determines is correct under Section 19, the Council of the Corporation may by by-law direct, on 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 the 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 40 of the Planning Act, 1983, hereinbefore 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. This Agreement shall be registered against the land to which it applies, 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

669303 ONTARIO LIMITED

wid Wallace (Corporate Seal)

THE CORPORATION OF THE TOWN OF AMHERSTBURG Mayor (Corporate Seal) C

Authorized and approved by By-Law No. <u>1985</u> Enacted the <u>**3**1</u> day of <u>AUGUST</u>, 1987.

