

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2012-74

By-law to authorize the signing of a Development Agreement

WHEREAS Joe Meloche Ford Sales Ltd. have proposed the development of property at 55 Sandwich Street North for purposes of an addition and renovation of the existing automotive sales and service establishment;

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 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 That any By-law inconsistent with this By-law is hereby repealed.
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 13th day of August, 2012.


Mayor- Wayne Hurst


Clerk- Brenda M. Percy

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

Properties

PIN 01544 - 1692 LT Redescription

Description PT LT 49 PL 240 AMHERSTBURG; PT LT 50 PL 240 AMHERSTBURG AS IN R977787, PT 1 12R15884; NOW DESIGNATED AS PART 4 ON 12R-18617; AMHERSTBURG

Address 55 SANDWICH ST.N. AMHERSTBURG

PIN 01544 - 1476 LT

Description PT LT 49 PL 240 AMHERSTBURG; PT LT 50 PL 240 AMHERSTBURG PT 3 12R18617; AMHERSTBURG

Address 45 SANDWICH STREET NORTH AMHERSTBURG

PIN 01544 - 1477 LT

Description PT LT 49 PL 240 AMHERSTBURG; PT LT 50 PL 240 AMHERSTBURG PT 2 12R18617; AMHERSTBURG

Address 39 SANDWICH STREET NORTH AMHERSTBURG

PIN 01544 - 1478 LT

Description PT LT 49 PL 240 AMHERSTBURG; PT LT 50 PL 240 AMHERSTBURG PT 1 12R18617; AMHERSTBURG

Address 35 SANDWICH STREET SOUTH 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

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

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator.

Party To(s) Capacity Share

Name JOE MELOCHE FORD SALES LTD. Registered Owner

Address for Service 55 Sandwich St.N. Amherstburg, ON

I, Joe Meloche, President, have the authority to bind the corporation

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator.

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

The land registrar is authorized to delete the notice on the consent of the following party(ies) Lory Bratt, AMCT, Planning Coordinator

Schedule: See Schedules

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

Signed By

Thomas Robert Porter	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2012 09 07
Tel	519-258-0615			
Fax	5192586833			

have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2		2012 09 07
Tel	519-258-0615		
Fax	5192586833		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :	64274
Party To Client File Number :	64274

TOWN OF AMHERSTBURG
DEVELOPMENT AGREEMENT

BETWEEN: JOE MELOCHE FORD SALES LTD.

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

Registered September 7, 2012.

THIS AGREEMENT made in triplicate this 13th day of August, 2012.

BETWEEN:

JOE MELOCHE FORD SALES LTD.
hereinafter called the "OWNER"

OF THE FIRST PART;

-and-

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**
hereinafter called the "CORPORATION"

OF THE SECOND PART;

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Owner intends to re-develop the said lands for an addition and renovation of an automotive sales and service establishment 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 & Site Details
SCHEDULE "C" - Elevations

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;
 - (e) Site Servicing
 - (f) Site Details
4. Schedule "C" hereto shows:
 - (a) Elevation Drawings for the structure
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 and 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 and loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like 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 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 the existing system for the disposal of storm and surface water as indicated on Schedules "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 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.
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 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.
17. The Owner shall be responsible for the removal and replacement of any trees located on municipal property that may be impacted by this development. The type, caliper and location of trees to be to the satisfaction and approval of the Corporation's Director of Engineering and Infrastructure.
18. The Owner shall be responsible for the removal and replacement of any Town signs that may be impacted by this development to the satisfaction and approval of the Corporation's Director of Engineering and Infrastructure.
19. The Owner shall be responsible for the removal and restoration of abandoned accesses along Sandwich Street North through the complete removal and replacement with curb and restored with top soil and mulch to the satisfaction and approval of the Corporation's Director of Engineering and Infrastructure.
20. 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.
21. 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.

22. 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.
23. 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.
24. 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.
25. In the event that an Owner should fail to obey a stop work order issued under Section 22 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
26. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 23 or after notice of an opinion, which Council of the Corporation determines is correct under Section 24, 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 notices 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.
27. 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.
28. 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 if its performance of the said obligations.
29. 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.

30. The Owner shall provide an easement to the Corporation for purposes of a Sight Triangle. The extent of the sight triangle shall be 6 m x 6 m being the distance between the point of intersection of the two lot lines and their respective points of intersection with the line constituting the third side of the triangle. The purpose of the sight triangle is to provide clear unobstructed vision of persons driving vehicles on an abutting street. The transfer of easement is to be completed at the Owners expense to the satisfaction of the Corporation.
31. The Owner and Corporation hereby acknowledge the existing parking area being 36.2 m by 5.84 m within the St. Arnaud Street right of way at the north end of the existing structure as shown on Schedule "B" to this agreement. The Corporation hereby permits the Owner to occupy and use that part of the untraveled public highway known as St. Arnaud Street for purposes of parking. The Owner covenants and agrees to maintain the said parking area in good repair at all times and to the satisfaction of the Corporation's Director of Engineering and Infrastructure.

The Owner covenants and agrees to provide and maintain public liability and property damage insurance in a form (containing endorsements naming the Corporation as an additional named insured and providing a cross-liability/separation of insured clause) in the amount of at least TWO MILLION DOLALRS (\$2,000,000.00) and satisfactory in form and content (including policy limit) to the Corporation, and proof of the said insurance policy shall be filed with the Clerk of the Corporation. The Owner acknowledges and agrees that the Corporation shall be entitled to require that such policy limit amount be reasonably increased from time to time during the term hereof to take into account inflationary pressures and relevant judicial awards.

If the Corporation determines the untraveled public highway is required by the Corporation for its purposes, the Owner shall remove the parking area and restore the untraveled public highway to the condition of the surrounding area at its own expense on three (3) months prior written notice from the Corporation to do so; provided that if the Owner fails to remove the parking area and restore as aforesaid, the Corporation may enter upon the untraveled public highway and remove the parking area and restore the untraveled public highway, and the reasonable expense of such removal shall be paid by the Owner forthwith on demand.

32. 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 446 of the Municipal Act shall apply.
33. 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 is 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 Director of Engineering and Infrastructure. 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.

34. 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 lands

IN WITNESS WHEREOF the Owner executed this Agreement.

**OWNER:
JOE MELOCHE FORD SALES LTD**



Joe Meloche

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor – Wayne Hurst



Clerk – Brenda M. Percy

Authorized and approved by By-law
No. 2012-74 enacted the 13th day of
August, 2012.

SCHEDULE "A"

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

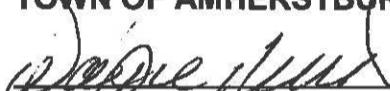
Part of Lots 49 & 50, Plan 240,
designated as Parts 1-4 on Plan 12R-18617,
in the Town of Amherstburg,
County of Essex,
Province of Ontario

OWNER: JOE MELOCHE FORD SALES LTD




Joe Meloche

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



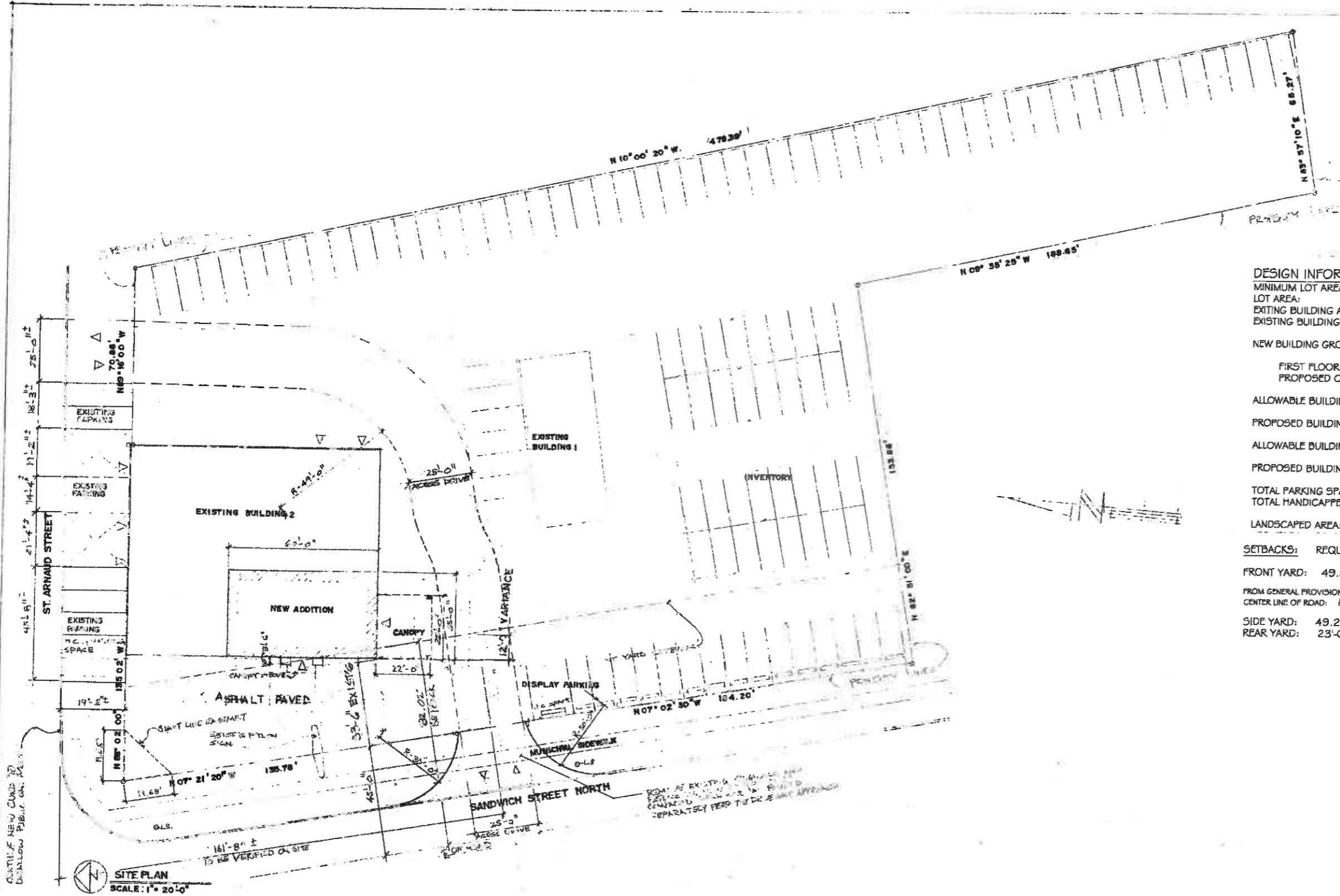
Mayor - Wayne Hurst



Clerk - Brenda M. Percy

JOSEPH P. TOTH
ARCHITECT
INC.

WINDSOR ONTARIO



DESIGN INFORMATION

MINIMUM LOT AREA: 11,840 SQ. FT.
LOT AREA: 75,227 SQ. FT.
EXISTING BUILDING AREA: 1 2,040 SQ. FT.
EXISTING BUILDING AREA: 2 6,405 SQ. FT.

NEW BUILDING GROSS FLOOR AREA:

FIRST FLOOR AREA: 60'-0" X 35'-0" = 2100 SQ. FT.
PROPOSED CANOPY: 25'-0" X 22'-0" = 550 SQ. FT.

ALLOWABLE BUILDING LOT COVERAGE: 30%

PROPOSED BUILDING LOT COVERAGE: 14%

ALLOWABLE BUILDING HEIGHT: 24.6'

PROPOSED BUILDING HEIGHT: 23'-0"

TOTAL PARKING SPACES: 112
TOTAL HANDICAPPED PARKING SPACES: 2

LANDSCAPED AREA: (EXISTING)

SETBACKS: REQUIRED PROPOSED

FRONT YARD: 49.21' 33'-6" (SEE MINOR VARIANCE APPROVAL)

FROM GENERAL PROVISIONS FROM CENTER LINE OF ROAD: 82'-0" 78'-6"+ (SEE MINOR VARIANCE APPROVAL)

SIDE YARD: 49.21' 0' (EXISTING)

REAR YARD: 23'-0" 71'-0"+

SITE PLAN
SCALE: 1" = 20'-0"

SCHEDULE "B" TO BY-LAW 2012-74

JOE MELOCHE FORD SALES LTD.

Joe Meloché
JOE MELOCHE

TOWN OF AMHERSTBURG

Wayne Hurst
MAYOR- WAYNE HURST

Brenda M. Percy
CLERK- BRENDA M. PERCY

PROPOSED ADDITION & RENOVATIONS TO JOE MELOCHE FORD SALES

AMHERSTBURG ONT.

SITE PLAN

APRIL 2012

1" = 20'-0"

R.J.T.

2012-30

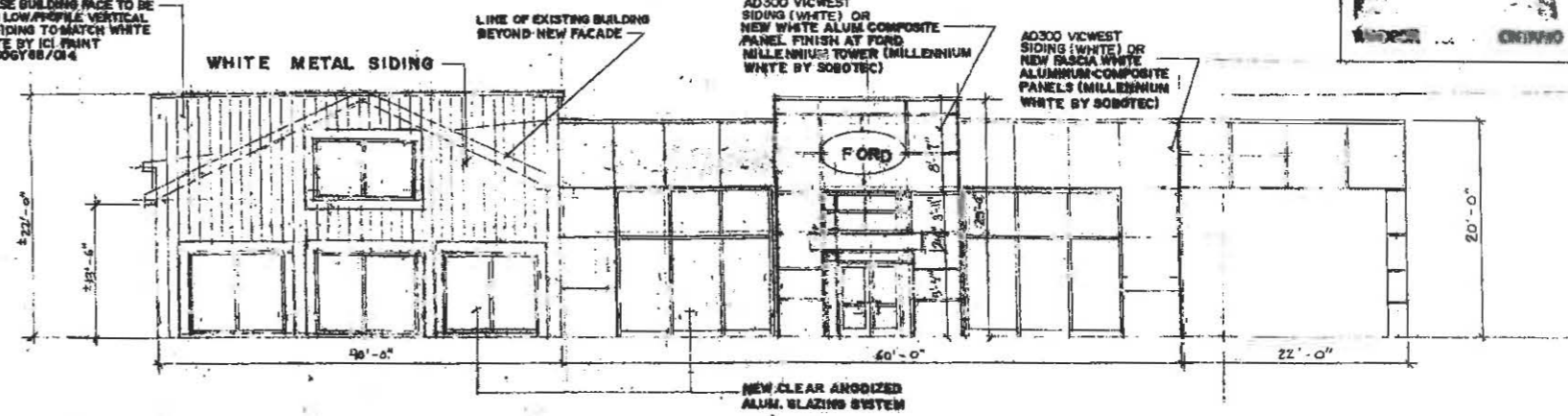
A-1

Ford Interior Materials

No.	Location	Material	Colour	Recommended Supplier	No.	Location	Material	Colour	Recommended Supplier
DT-1	Showroom Tile	18"x18" Porcelain Tile	Dark Grey	Sivole	PT-1	Field Panel	Semi Gloss Paint	White Satin 30054049 6143	ICI Paints
CONC-1	Showroom Atrium	Concrete Floor	Sandstone or Dark Grey	Dark Colors	PT-2	Accent Panel	Semi Gloss Paint	Zepellin 30054035 6143	ICI Paints
CONC-2	Showroom Atrium	Exposed / Polished Concrete Floor	Natural Concrete Finish		PT-3	Accent Panel	Semi Gloss Paint	Flouso Blue 60522714 6143	ICI Paints
CP-1A	General Office Administration Area	Parquet Sprink In Color Modular Tile Style # K1238 24" x 24"	Studio Black 9 2080	Shaw	WM-1	Customer and Staff Washrooms Floor Tile	Gravel 18"x18" Porcelain Tile Matte	Delaware 04840	Sivole Canada Inc.
CP-1B	Showroom Dealer / GM Office	Nature's Master Modular Tile Style # 20433 24" x 24" Cracks to Grout Colored	Sublime Night 90322	Shaw	WT-1	Washroom Wall Tile	White Ultra 6"x6" Ceramic Tile Matte	White 100204	Sivole Canada Inc.
CP-1C	General Office Administration Area	SCG Ceramic Tile Style # S2354 36" x 36"	Beach 04886 CR Green Label Plan # GLP888	Shaw	WR-2	Top Washroom Floor Tile	Gravel 18"x18" Porcelain Tile Matte	Alamo 04840	Sivole Canada Inc.
CP-2A	General Office Administration Area	Parquet Drive Boardroom Style # 23400 18"x18" Fuller Repeat 64380 1/2" L.D.F.L.	Galaxy Row 90542 CR Green Label Plan # GLP8472	Shaw	CB-1	Showroom, 100 All Customer Area	Designer Record Book II 800X800 with 800X200 square	White	Armstrong
CP-2B	General Office Administration Area	SCG Boardroom Style # SA110 18"x18" Fuller Repeat 182814 x 163214	Stylo 04502 CR Green Label Plan # GLP8472	Shaw	CB-2	100 Customer Area	Designer Record Book II 800X800 with 800X200 square	White	Armstrong
WF-1	Customer Lounge	Engineered Hardwood Floor Main Street Collection	Maple	Armstrong	VB-1	Vinyl Wall Base 1/2"	White	20-Cherwell	Jayco

JOSEPH P. TOTH
ARCHITECT
INC

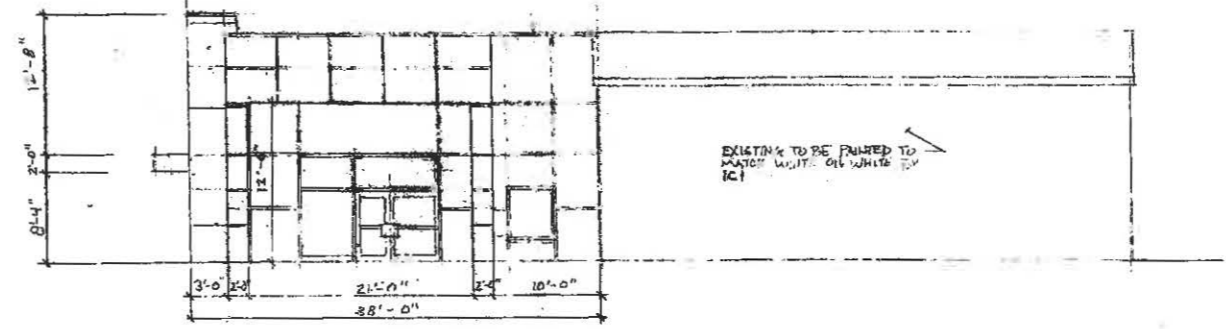
AD300 VICWEST SIDING (WHITE) OR NEW FALSE BUILDING FACE TO BE CLAD IN LOW PROFILE VERTICAL METAL SIDING TO MATCH WHITE OR WHITE BY ICI PAINT MP NO. 306Y88/014



FRONT ELEVATION 1/8" = 1'-0"

Ford Lincoln Exterior Materials

No.	Location	Material	Colour	Recommended Supplier	No.	Location	Material	Colour	Recommended Supplier
MM-1	Kitchenette Face, Retail parts display shelving, call counter and table top, reception counter, reception table B.C.	Neutral Marble Laminate	708 Neutral Maple	Formica	EP-1	Entrance	Akademik Composite Panels	Rymar 300 Randomized acrylic 405.2 Color PC White	Sabote L.H.
MM-2	Reception surface	Sand Blasted Glass	Sand Blasted Glass	Formica	EP-2	Exterior (Where required)	Paint (To match PC White)	White or White MP3307 61014	ICI Paint
MM-3	Retail parts and Technician parts counter surfaces	38 Gauge Stainless Steel		Formica	EP-3	Base of Wall	EPB Face Heavy 1/2" Layer Block 20'-0" High 18" x 18" in Type Course	White	Ridwell Block
MM-4	Retail Parts accent wall	Brushed Aluminum Laminate	3025 Brushed Aluminum	Formica	UP-1	Exterior Display	Unit Panels	Arctic White Color: Sandstone Concrete: Grey (Sunset Pattern): Random Board	Orla Concrete Products L.L.
MM-5	Front face of reception, retail parts counter, call counter	Brushed Aluminum composite Laminate	4714 - Composite Aluminum (Horizontal)	Formica					
MM-6	Millwork/Aluminum for use in workrooms and in public office and support areas	Plastic Laminate	Artique White 92-06 Maple	Formica					
MM-7	Millwork/Aluminum for use in workrooms and in public office and support areas	Plastic Laminate	Storm 012-04 Maple	Formica					
MM-8	Lobby Wall and Millwork	RR Cal Oak	White	Formica					



RIGHT ELEVATION 1/8" = 1'-0"

JOSEPH P. TOTH ARCHITECTS INC.

SCHEDULE "C" TO BY-LAW 2012-74

JOE MELOCHE FORD SALES LTD.

Joe Meloché
JOE MELOCHE

TOWN OF AMHERSTBURG

Wayne Hurst
MAYOR- WAYNE HURST

Brenda M. Percy
CLERK- BRENDA M. PERCY

DATE	ISSUED FOR
PROJECT	ADDITION TO MELOCHE FORD
AMHERSTBURG	ONT
DWG. TITLE	ELEVATIONS
DATE	APR/2012
SCALE	AS NOTED
DRN. BY	J.P.T
PROJECT #	2012-30
DWG. No.	A-4