

**THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2016-92**

**By-law to authorize the execution of a Development Agreement  
between John Collison and Nicole Annette Collison and  
the Corporation of the Town of Amherstburg  
65 Sandwich Street North, Amherstburg**

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**WHEREAS** under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** By-law 2016-92 provided for the execution of a Development Agreement for a restaurant development;

**AND WHEREAS** the Corporation of the Town of Amherstburg and the Owner have agreed to the site plan, site servicing drawings and elevations in the Development Agreement;

**AND WHEREAS** the Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;

**NOW THEREFORE** the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be hereby authorized to enter into a Development Agreement between John Collison and the Corporation of the Town of Amherstburg for the redevelopment of 65 Sandwich Street North for a restaurant development, said agreement affixed hereto;
2. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed this 24<sup>th</sup> day of October, 2016.

  
\_\_\_\_\_  
MAYOR – ALDO DICARLO

  
\_\_\_\_\_  
CLERK – PAULA PARKER

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made in quadruplicate this 24<sup>th</sup> day of October, 2016.

**BETWEEN:            JOHN AND NICOLE ANNETTE COLLISON**

(Hereinafter collectively called "**Owner**")

OF THE FIRST PART;

- and -

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the "**Corporation**")

OF THE SECOND PART;

Hereinafter collectively referred to as the "**Parties**"

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

**AND WHEREAS** the John and Nicole Annette Collison warrants they are the registered owner of the Lands outlined in Schedule "A";

**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, including the Lands, as a Site Plan Control area;

**AND WHEREAS** the Owner intends to develop or redevelop the said lands for commercial use in accordance with the Site Plan attached hereto as Schedule "C", 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 the premises, along with 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 and sufficiency of which are hereby acknowledged, the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules 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 Development Lands

Schedule "B" -            Topographic Survey

Schedule "C" -            Site Plan (C-1) including without the generality thereof:

- (a) The details regarding alterations to the façade;
- (b) The location and provision of parking facilities and access driveways, including driveways for emergency vehicles;

- (c) Walkways and all other means of pedestrian access; and
- (d) The location and provision for the collection and storage of garbage and other waste materials.
- (e) The location of grass and landscaped areas.
- (f) The location of the existing stormwater management pond.
- (g) The location of the servicing including the storm and sanitary sewers.

Schedule "D"- Elevations (SPA-1)

2. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power regarding any matters that relate to services for the Development Lands to be provided by Essex Power. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
3. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Union Gas and Bell Canada regarding any matters that relate to services to be provided by Union Gas and Bell Canada. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to these services resulting from this development.
4. If any proposed upgrades to the existing utilities within the municipal right-of-way are required, the Owner must provide copies of the plans on any utility work to the Corporation.
5. The Owner shall be responsible for consulting with and obtaining any necessary approval or permits from the Ministry of the Environment and Climate Change, the County of Essex and/or the Essex Region Conservation Authority (E.R.C.A.).
6. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of Culture, Tourism and Sport.
7. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedules "D" hereto.
8. All parking or loading areas and lanes and driveways shall be paved with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions, as shown on Schedules "C" and together with crushed stone or gravel, 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 Schedules "C".
10. All walkways on the said lands, where so designated on Schedule "C", shall be constructed of concrete, asphalt or other material capable of permitting accessibility under all climatic conditions by the Owner to the satisfaction of the Corporation. To ensure that this development is accessible to persons with disabilities, the Owner acknowledges that all sidewalks, walkways and islands within this development shall be constructed in such a manner as to safely accommodate persons with special mobility needs.
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 install, maintain and direct a system for the disposal of storm and surface water as indicated on the Schedules to the satisfaction of the Corporation, so that no such water will flow along the surface from the said lands onto any adjoining lands. The Owner shall provide a stormwater management plan as necessary to the satisfaction of the criteria of the Corporation and the E.R.C.A.
14. The Owner shall retain the services of a duly qualified engineer to finalize a stormwater quality and quantity management plan to determine the effects of increased surface run-off due to the development of the lands described on Schedule "A" attached hereto. In addition, the said plan, shall ensure that the measures shall control any increases in flows in the downstream watercourses, so as to ensure that the capacity of the watercourses can be maintained up to and including 1:100 year storm event. The stormwater management calculations shall be submitted to the E.R.C.A. and the Corporation for approval.
15. The Owner shall, at their own expense, install and implement any and all stormwater quality and quantity management measures so identified in the said servicing plans which measures must be implemented or installed to the satisfaction of E.R.C.A. and the Corporation. The Owners shall obtain any and all permits necessary from E.R.C.A. if required, prior to the commencement of any construction or site alteration activities on the subject lands, including placement and the grading of fill material.
16. The Owners shall, at their own expense, prepare a site grading plan and site drainage plan for this development, which plan shall be filed with the Corporation. The final elevations of all buildings and the final site grades relating thereto shall conform to the site grading and site drainage plan as filed. A Consulting Engineer, an Ontario Land Surveyor or a Certified Engineering Technologist shall certify or declare, upon completion of the construction of the building, if applicable, that the said site grading and site drainage plan has been complied with, and until such time as the said certification or declaration has been received by the Corporation, occupancy of the building on the subject lands shall not be granted.
17. 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.
18. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, and, 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.
19. The Owner shall landscape and maintain the ground cover acceptable to the Corporation those lands so indicated on Schedules "C". 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.
20. The Owner shall provide a lot grading plan for the development detailing the finished grade elevation of the Lands as well as all drainage services, works and facilities required for the proper development of the Lands.
21. The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored to the satisfaction of the Town. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Town shall correct deficiencies in the state of repair within ten (10) days thereof.
22. 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.
23. 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 re-development 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.
24. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief and Director of Engineering and Public Works may from time to time and at any time enter on the Lands to inspect:
- 1) The progress of development;
  - 2) The state of maintenance as provided for in this Agreement.
25. 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 with the Corporation, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the Lands, and shall 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.
26. 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.
27. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the progress of the development or as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall be permitted to express its position as to whether such progress or maintenance is satisfactory, following which Council of the Corporation shall make a decision, by resolution, as to whether to lift or sustain the prior decision of the Corporation's servant, officer or agent, which shall constitute a final determination of the matter.
28. In the event that an Owner should fail to obey a stop work order issued under Section 25 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
29. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Sections 25 or 26 or after notice of an opinion, which Council of the Corporation determines is correct under Section 27, 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.

30. 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 1 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.
31. 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.
32. In the event that no construction on the Lands has commenced on or before the expiry of one (1) year from the date of registration of this Agreement, the Corporation may subsequently, at its option, on one month's written notice to the Owner, terminate this Agreement, whereupon the Owner acknowledges that agrees that it will not be able to undertake any development construction on the Lands (or any further development or construction) on the Lands.
33. The Owner and Corporation hereby acknowledge the existing parking area being 31.6 m by 3.7 m within the St. Arnaud Street right of way at the south end of the existing structure as shown on Schedule "C" 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 DOLLARS (\$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.

34. 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.

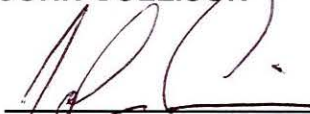
35. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for FIFTY PERCENT (50%) of the value of on-site improvements of this development, exclusive of buildings and structures, is required to be paid and/or posted with the Corporation, in addition to further financial security in the amount of ONE HUNDRED PERCENT (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 by the Town's Director of Engineering and Infrastructure for his/her approval, with any decision by the Town's Director of Engineering and Infrastructure in this regard to be final and binding upon the Owner. 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 (1) year maintenance period in the amount of FIFTEEN PERCENT (15%) of the cost of on-site and off-site improvements.


36. 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.
37. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
38. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario Contract.
39. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement.
40. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not effect the construction or interpretation hereof.
41. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
42. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
43. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement, and are hereby incorporated into this Agreement by reference.
44. This Agreement constitutes the entire agreement among the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.

**IN WITNESS WHEREOF** the Owner and the Corporation (the latter under the hands and seals of its officers duly authorized in this regard), have executed this Agreement as of the date first above written.

**OWNER: JOHN COLLISON**

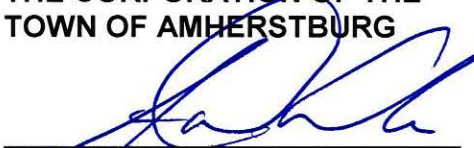
  
\_\_\_\_\_  
John Collison


**NICOLE ANNETTE COLLISON**

  
\_\_\_\_\_  
Nicole Annette Collison

*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
\_\_\_\_\_  
Per Aldo DiCarlo, Mayor

  
\_\_\_\_\_  
Per Paula Parker, Clerk

*We have authority to bind the Corporation*

Authorized and approved by By-law No. 2016-92 enacted the 24<sup>th</sup> day of October, 2016.



**SCHEDULE "A"**

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

Part of Lot 86, Plan 240 as in R543814 and  
Part of Lots 85 and 86, Plan 240, Part 2, Registered Plan 12R-13436  
Town of Amherstburg, County of Essex, Province of Ontario

**"IMPERIAL"**  
Distances and coordinates shown on this plan are in feet and can be converted to metres by multiplying by 0.3048

**INTEGRATION DATA**

COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSPS) (2010.0). COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O REG 216/10

POINT ID	NORTHING	EASTING
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ORP-B	N15303543.670	E1067825.448

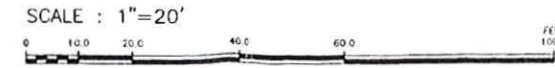
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

**ELEVATIONS**  
ELEVATIONS SHOWN ON THIS PLAN ARE IN FEET TO CANADIAN GEODETIC DATUM

**BENCH MARK**  
GEODETIC BENCH MARK #81U050 ELEVATION 592.57'  
PUMPING STATION ON WEST SIDE OF SANDWICH STREET (HIGHWAY No. 18) AT FOOT OF WILLIAM STREET, 0.8 MILES NORTH OF INTERSECTION WITH RICHMOND STREET, TABLET IN TOP AT SOUTHEAST CORNER BESIDE STAIRS, 2.67 FEET WEST OF EAST END, 1.31 FEET BELOW TOP OF BUILDING

**SITE BENCH MARK**  
ELEVATION 602.76'  
TOP OF FIRE HYDRANT AT THE NORTHWEST CORNER OF THE PROPERTY

**TOPOGRAPHIC SURVEY**  
OF  
**PART OF LOTS 85 and 86,**  
**REGISTERED PLAN 240**  
IN THE  
**TOWN OF AMHERSTBURG**  
**COUNTY OF ESSEX, ONTARIO**  
© VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.



**LEGEND AND NOTES**  
BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99995152

- ALL MONUMENTS SHOWN THUSLY ○ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.
- IBB DENOTES 1" X 1" X 4'-0" STANDARD IRON BAR
  - IBS DENOTES 1" X 1" X 2'-0" SHORT STANDARD IRON BAR
  - IB DENOTES 5/8" X 5/8" X 2'-0" IRON BAR
  - IR • DENOTES 3/4" DIAMETER X 2'-0" ROUND IRON BAR
  - CC DENOTES CUT-CROSS
  - CP DENOTES 5mm X 50mm STEEL PIN
  - SM DENOTES SURVEY MONUMENT FOUND
  - SD DENOTES SURVEY MONUMENT SET AND MARKED 1744
  - WIT DENOTES WITNESS + DENOTES PERPENDICULAR
  - (S) DENOTES SET (M) DENOTES MEASURED (D) DENOTES DEED
  - OB DENOTES OBSERVED REFERENCE POINT
  - OBP DENOTES OBSERVED REFERENCE POINT
  - SSIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.
  - (S/P) DENOTES SET PROPORTIONALLY (O/U) DENOTES ORIGIN UNKNOWN
  - (P) DENOTES PLAN 12R-13436 (O) DENOTES ORIGIN UNKNOWN
  - (1714) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
  - (1194) DENOTES JOHN B. SWEETEN INC., O.L.S.
  - (1201) DENOTES CLARKE SURVEYORS INC., O.L.S.

**LEGEND**

- MH DENOTES HYDRO MANHOLE
- MHS DENOTES SEWER MANHOLE
- MHT DENOTES TELEPHONE MANHOLE
- MHTR DENOTES TRAFFIC MANHOLE
- MHW DENOTES WATER MANHOLE
- IB CB DENOTES DOUBLE CATCH BASIN
- LSC DENOTES LIGHT STANDARD CONCRETE
- LSS DENOTES LIGHT STANDARD STEEL
- LSW DENOTES LIGHT STANDARD WOOD
- LUPC DENOTES UTILITY POLE CONCRETE
- LUPS DENOTES UTILITY POLE STEEL
- LUPW DENOTES UTILITY POLE WOOD
- CP DENOTES CUY POLE
- CW DENOTES CUY WIRE
- B DENOTES BOLLARD
- PM DENOTES PARKING METER
- TAC DENOTES TOP OF CURB
- BOC DENOTES BOTTOM OF CURB
- FH DENOTES FIRE HYDRANT
- WM DENOTES WATER METER
- WVS DENOTES WATER VALVE (Service)
- WVV DENOTES WATER VALVE (Main)
- GV DENOTES GAS METER
- GV DENOTES GAS VALVE
- HM DENOTES HYDRO METER
- PedT DENOTES TELEPHONE PEDESTAL
- PedTV DENOTES CABLE TV PEDESTAL
- TRS DENOTES TRAFFIC SIGNAL
- TRSQ DENOTES TRAFFIC SIGNAL
- TRSK DENOTES TRAFFIC SIGNAL BOX
- TH DENOTES TESTHOLE
- BM DENOTES BENCH MARK
- HSP DENOTES HORIZONTAL CONTROL POINT
- VCP DENOTES VERTICAL CONTROL POINT
- S DENOTES SHRUB
- SC DENOTES SEWER CLEANOUT
- INV DENOTES INVERT

DECIDUOUS AND CONIFEROUS TREES ARE DENOTED DT AND CT RESPECTIVELY. A PREFIX TO THE DESCRIPTION DESIGNATES THE NUMBER OF TREE TRUNKS WHEN TREES ARE CLUMPED TOGETHER AND A SUFFIX DENOTES THE TREE DIAMETER OR (NTS) NOT TO SCALE.

- C — C — C — DENOTES OVERHEAD CABLE TV LINE
- G — (pipe size) — G — DENOTES GAS LINE
- H — H — H — DENOTES OVERHEAD HYDRO LINE
- CS — (pipe size) — CS — DENOTES COMBINED SEWER
- SA — (pipe size) — SA — DENOTES SANITARY SEWER
- ST — (pipe size) — ST — DENOTES STORM SEWER
- T — T — T — DENOTES OVERHEAD TELEPHONE LINE
- W — (pipe size) — W — DENOTES WATER LINE

UNDERGROUND CABLE, HYDRO OR TELEPHONE LINES ARE PREFIXED WITH THE LETTER "U" (CABLE = UC HYDRO = UH TELEPHONE = UT)

**SURVEYOR'S CERTIFICATE**

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
  - THIS SURVEY WAS COMPLETED ON THE 18th DAY OF AUGUST, 2016.

DATE AUGUST 25, 2016

REVISED: SEPTEMBER 6, 2016.  
RE: CENTRELINE OF ST. ARNAUD STREET

*Roy Simons*  
ROY A. SIMONS  
ONTARIO LAND SURVEYOR  
for VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.

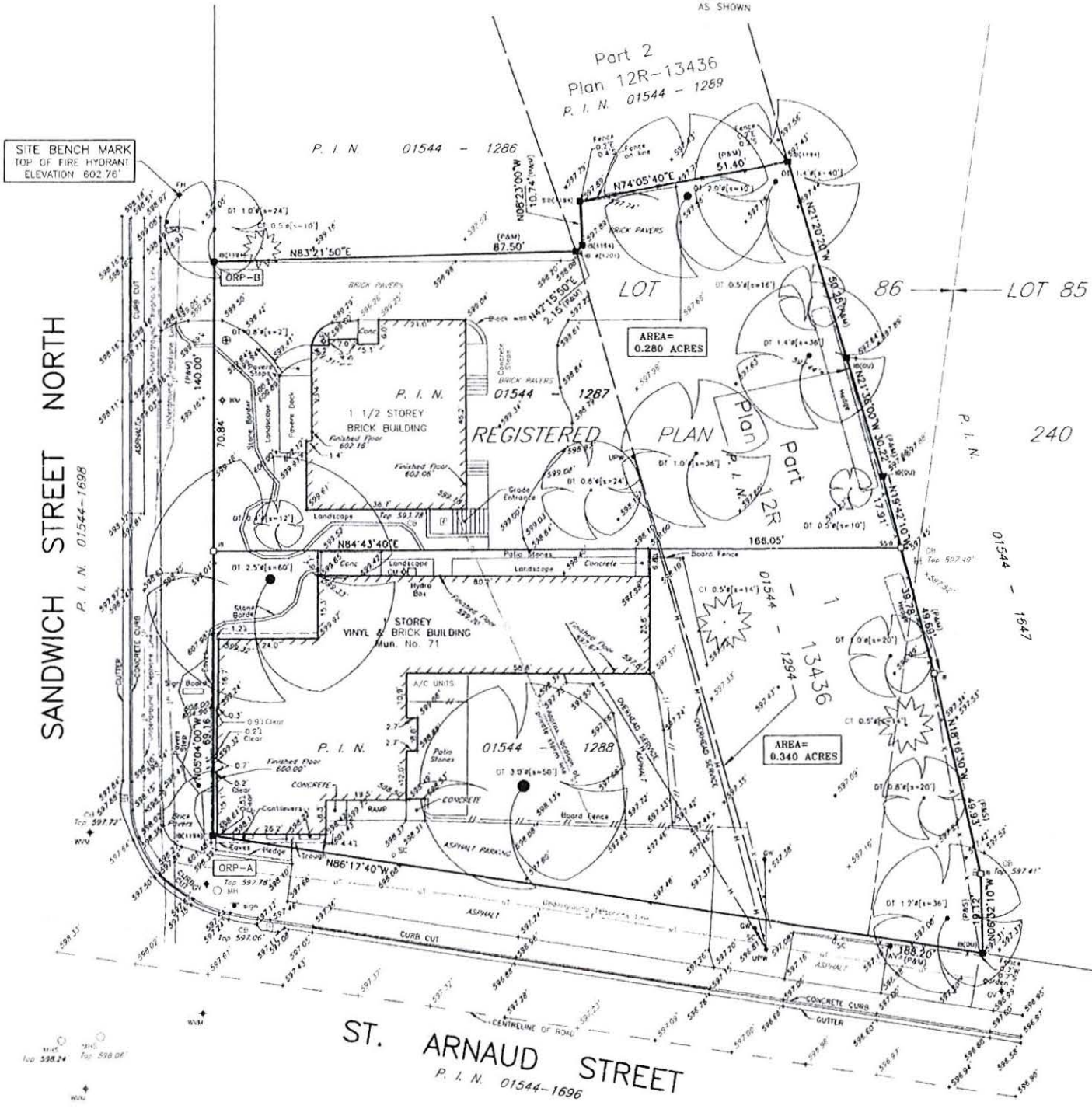
WINDSOR 944 Ojawa Street N8X 2E1 Ph: (519)258-1772 Fax: (519)258-1791

VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.

LEAMINGTON 187 Talbot Street East N6H 1L8 Ph: (519)322-2375 Fax: (519)322-2675

ONTARIO LAND SURVEYORS www.vshbbsurveys.com

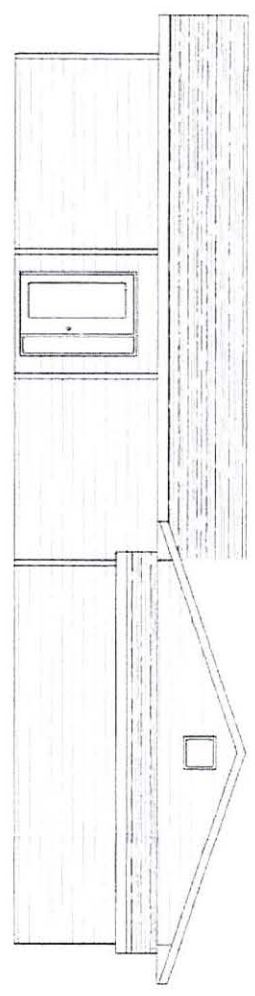
DRAWN BY: D.J. RAS	CAD Date: September 6, 2016 9:02 AM
CHECKED BY: RAS	CAD File: 42796350.dwg
WORK ORDER: 4-27963	FILE NO: E-240-B
	PLAN FILE NO: C-4281



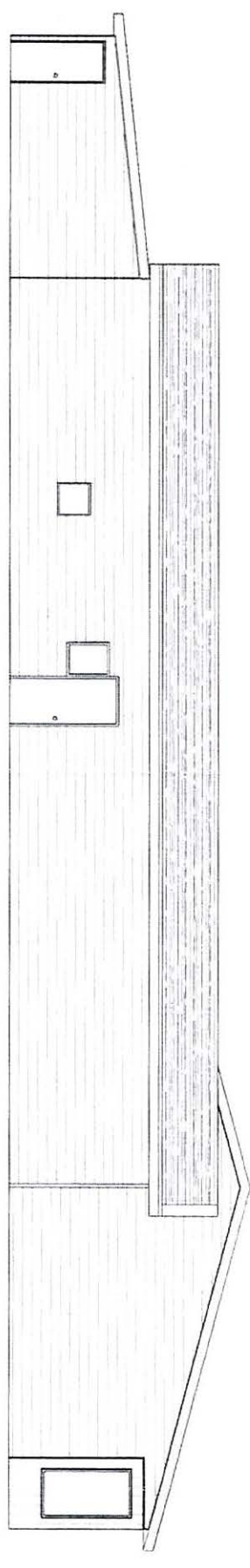
SCHEDULE "B" TO BY-LAW 2016-92

JOHN COLLISON  
*John Collison*  
JOHN COLLISON  
TOWN OF AMHERSTBURG  
*Aldo DiCarlo*  
Mayor- Aldo DiCarlo  
*Paula Parker*  
Clerk- Paula Parker

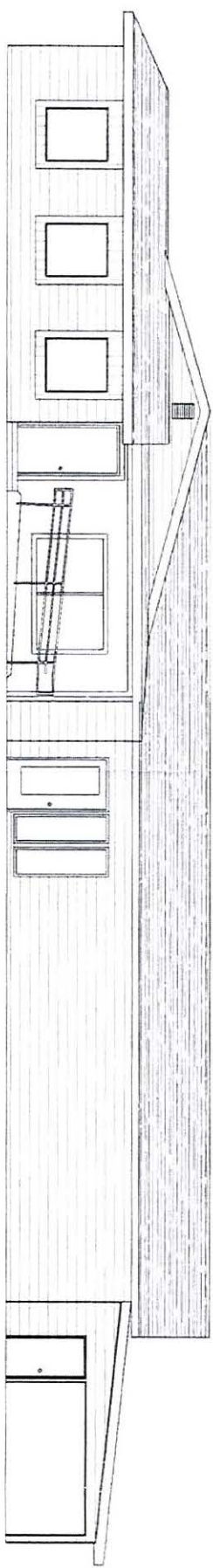




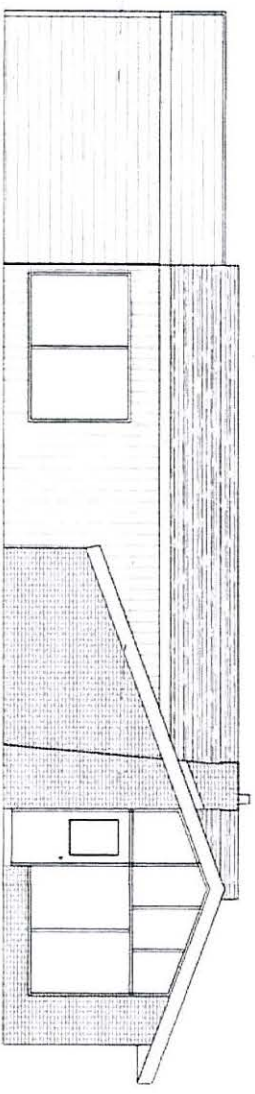
1 SPA - East Elevation  
 SCALE 1/60



2 SPA - North Elevation  
 SCALE 1/60



3 SPA - South Elevation  
 SCALE 1/60



4 SPA - West Elevation  
 SCALE 1/60

**SCHEDULE "D" TO BY-LAW 2016-92**  
**JOHN COLLISON, WOODLAND CONSULTING**  
 John Collison  
**TOWN OF AMHERSTBURG**  
 Mayor- Aldo DiCarlo  
 Clerk- Paula Parker

10/20/16 4 32 26 PM  
 THE TOWN OF AMHERSTBURG HAS REVIEWED THIS REPORT AND AGREES TO THE RECOMMENDATIONS AND CONCLUSIONS OF THE ARCHITECTURAL FIRM. APPROVED BY THE TOWN OF AMHERSTBURG COUNCIL ON 10/20/16.  
 APPROVED BY THE ARCHITECTURAL FIRM: JOHN COLLISON, WOODLAND CONSULTING

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 APPROVED BY THE ARCHITECTURAL FIRM: JOHN COLLISON, WOODLAND CONSULTING

No	Revision Schedule Description	Date

**EXTERIOR ELEVATIONS**

**RICCARDO'S**  
**RICCARDO'S RESTAURANT**  
 65 Sandwich Street N, Amherstburg Ontario

Prepared By: Elevation E  
 Checked By: SM  
 Drawn By: DJK  
 Date: 10/20/16

**SPA-1**

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

**Properties**

*PIN* 01544 - 1287 LT  
*Description* PT LT 86 PL 240 AMHERSTBURG AS IN R995859,; TOWN OF AMHERSTBURG  
*Address* 71 SANDWICH STREET NORTH  
 AMHERSTBURG

*PIN* 01544 - 1288 LT  
*Description* PT LT 86 PL 240 AMHERSTBURG AS IN R543814; AMHERSTBURG  
*Address* 65 SANDWICH STREET NORTH  
 AMHERSTBURG

*PIN* 01544 - 1294 LT  
*Description* PT LT 85 PL 240 AMHERSTBURG; PT LT 86 PL 240 AMHERSTBURG PT 2 12R13436;  
 AMHERSTBURG  
*Address* VACANT LAND - ST. ARNAUD STREET  
 AMHERSTBURG

**Applicant(s)**

This Order/By-law affects the selected PINs.

*Name* COLLISON, JOHN JEROME  
*Address for Service* 71 Sandwich Street North  
 Amherstburg, Ontario  
 N9V 2T9

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

*Name* COLLISON, NICOLE ANNETTE  
*Address for Service* 71 Sandwich Street North  
 Amherstburg, Ontario  
 N9V 2T9

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

**Statements**

This application is based on the Municipality By-law See Schedules.

**Signed By**

Darlene Frances Sprague	230 McCurdy Drive Amherstburg N9V 3V1	acting for Applicant(s)	Signed	2016 11 03
Tel 519-736-7999				
Fax 519-736-9987				

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

**Submitted By**

HOGARTH HERMISTON SEVERS LLP	230 McCurdy Drive Amherstburg N9V 3V1	2016 11 04
Tel 519-736-7999		
Fax 519-736-9987		

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

**Fees/Taxes/Payment**

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

**File Number**

Applicant Client File Number : 11-10030