

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2019-016

By-law to authorize the execution of an Amending Development Agreement
between Francesco Storino and Gina Storino and
the Corporation of the Town of Amherstburg
1215 Front Road S, Amherstburg

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 the Corporation of the Town of Amherstburg and the Owner have agreed to an amending site plan in the Development Agreement;

AND WHEREAS the Corporation passed By-law 2001-54 on November 13, 2001 providing for the execution of a Development Agreement for the development of an eight (8) unit building containing seven (7) residential units and one (1) commercial unit.

AND WHEREAS the Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of an Amending 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 an Amending Development Agreement between Francesco Storino and Gina Storino and the Corporation of the Town of Amherstburg for the redevelopment of 1215 Front Road S for the renovation of the commercial unit into a residential unit, said agreement affixed hereto;
2. THAT By-law 2001-54 is hereby amended in accordance with the attached agreement;
3. THAT all other provisions and regulations of By-law 2001-54 will apply;
4. 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 25th day of February, 2019.



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

AMENDING DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 25th day of February, 2019.

BETWEEN: FRANCESCO STORINO AND GINA STORINO
(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 "**said lands**";

AND WHEREAS the Owner warrants it is the registered owner of 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, including the Lands, as a Site Plan Control area;

AND WHEREAS the Owner intends to develop the said lands with the renovation of a commercial unit into a residential unit with the Floor Site Plan attached hereto as Schedule "E", and hereinafter referred to as the "**Floor 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 the Parties Hereto Agree to Further Amend the Agreement dated November 13, 2001, as Follows:

1. Section 1 is hereby amended by adding the following schedule:
Schedule "E"- Floor Site Plan (A1)
2. In all other respects the said Development Agreement dated November 13, 2001, shall remain in full force and effect.
3. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

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: FRANCESCO STORINO AND GINA STORINO


Per 
Francesco Storino

Per 
Gina Storino

We 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. 2019-016
enacted the 25th day of February, 2019*

SCHEDULE "A"

LEGAL DESCRIPTION

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

FIRSTLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the former Township of Malden now Town of Amherstburg, in the County of Essex and Province of Ontario and being composed of Part of the South Half of Lot Eleven (11) in the First Concession of the said former Township, and which said parcel or tract may be more particularly described as follows:

COMMENCING at a point in the water's edge of the River Detroit, distant 185 feet measured northerly at right angles from the westerly production of the limit between Lots 11 and 12;

THENCE South 87 degrees and 26 minutes east parallel with the last mentioned limit, 286 feet more or less to a stake distant 200 feet measured Easterly on a line parallel with the said limit between Lots 11 and 12, from a stake planted in the Easterly limit of the Front Road, as widened (County Road 20, formerly King's Highway No. 18) distant 186 feet and 3 inches measured Northerly in that limit from the said limit between Lots 11 and 12;

THENCE North 3 degrees and 44 minutes west, 100 feet to a stake;

THENCE North 87 degrees and 26 minutes west, 281 feet more or less to the water's edge of the River Detroit;

THENCE Southerly following the water's edge of the River Detroit, 100 feet more or less to the place of beginning;

EXCEPTING thereout and therefrom the Front Road, as widened (County Road 20, formerly King's Highway No. 18) as shown on Deposit Plan No. 4329.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the former Township of Malden now Town of Amherstburg, in the County of Essex and Province of Ontario, being composed of Part of Farm Lot Eleven (11), in the First Concession and designated as Part One (1), Plan 12R-4177.