

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2024-010**

**By-law to authorize the execution of an Amending Payment in Lieu of
Parking Agreement between 2754236 Ontario Inc. and the Corporation of
the Town of Amherstburg for an additional two parking spots at the lands
municipally known as 79 Murray Street**

WHEREAS Section 40 of the *Planning Act*, R.S.O. 1990, c. P.13., as amended (the "*Planning Act*"), authorizes the council of a municipality to enter into agreements exempting the owner or occupant of a building from the requirement to provide or maintain parking facilities, to the extent specified in the agreement, in exchange for one or more payments of money to the municipality as consideration for the granting of the exemption;

AND WHEREAS Town of Amherstburg Zoning By-Law Number 1999-52 (the "Town of Amherstburg Zoning By-Law") contains requirements to provide and maintain parking facilities;

AND WHEREAS the Town of Amherstburg Official Plan contains policies authorizing cash-in-lieu of parking agreements established under the *Planning Act*;

AND WHEREAS The Corporation passed By-law 2023-082 on July 10, 2023 providing for the execution of a Payment in Lieu of Parking Agreement for 79 Murray Street;

AND WHEREAS The Owner is requesting to amend the Payment in Lieu of Parking Agreement to allow for an addition of two parking spaces;

AND WHEREAS The Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of an Amending Payment in Lieu of Parking Agreement in the form annexed hereto;

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

1. THAT By-law 2023-082 is hereby amended in accordance with the attached agreement;
2. THAT all other provisions and regulations of By-law 2023-082 will apply;
3. 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 12th day of February, 2024.


MAYOR – MICHAEL PRUE


CLERK – KEVIN FOX

AMENDING PAYMENT IN LIEU OF PARKING AGREEMENT

THIS AGREEMENT dated the 12th day of February, 2024.

BETWEEN:

2754236 ONTARIO INC.
(hereinafter called the "Owner")

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG
(hereinafter called the "Town")

OF THE SECOND PART;

WHEREAS the Owner proposes the redevelopment of the lands known municipally as 79 Murray Street, legally described as Part Lot 10 on Plan 1, E/S Ramsay, Town of Amherstburg, County of Essex which lands are more particularly described in Schedule "A" annexed hereto;

AND WHEREAS Zoning By-law No. 1999-52 applies to the lands set out in Schedule "A" and to the proposed construction on the subject lands and provides certain standards for parking;

AND WHEREAS the proposed construction on the subject lands would require the provision of four (4) spaces for off-street parking pursuant to Zoning By-law No. 1999-52 which the Owner is unable to provide and they have requested that the Town provide relief from said off-street parking requirements;

AND WHEREAS section 40 of the Planning Act, R.S.O. 1990, c. P. 13 permits a municipality to enter into an agreement with an owner of land to exempt the owner, in whole or in part, from the requirement of providing or maintaining parking facilities;

AND WHEREAS the Council passed By-law 2023-087 on July 10, 2023 to authorize the Town to enter into an agreement with the Owner pursuant to section 40 of the Planning Act, providing certain relief from the off-street parking requirements in exchange for payment in lieu;

AND WHEREAS The Owner is requesting to amend the Payment in Lieu of Parking Agreement to allow for an addition of two parking spaces;

AND WHEREAS the Corporation as a condition of redevelopment of the said lands requires the Owner to enter into an Amending Payment in Lieu of Parking 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. Section 2 – Parking Requirements – is hereby amended by replacing the section stating 'The Owner's proposed development on the lands set out in Schedule "A" will requirement the provision and maintenance of 2 (two) off-street parking spaces in accordance with the provisions of the Zoning By-law No. 1999-52 which the Owner are unable to accommodate on the said lands due to various physical and geographical restraints associated with

the lands.' with the following: 'The Owner's proposed development on the lands set out in Schedule "A" will require the provision and maintenance of 4 (four) off-street parking spaces in accordance with the provisions of the Zoning By-law No. 1999-52 which the Owner is unable to accommodate on the said lands due to various physical and geographical restraints associated with the lands.'

2. Section 3 – Parking Exemptions – is hereby amended by replacing the section stating 'Provided that the terms and conditions of this Agreement have been complied with, the Town hereby agrees to exempt the Owner from the requirement that 2 (two) off-street parking spaces be provided in respect of the proposed development on the lands. The Town agrees that the Owner is not required to provide 2 (two) off-street parking spaces for as long as the terms and conditions of this Agreement are in full compliance.' with the following: 'Provided that the terms and conditions of this Agreement have been complied with, the Town hereby agrees to exempt the Owner from the requirement that 4 (four) off-street parking spaces be provided in respect of the proposed development on the lands. The Town agrees that the Owner is not required to provide 4 (four) off-street parking spaces for as long as the terms and conditions of this Agreement are in full compliance.'
3. Section 4 – Payment of Cash-in-Lieu of Parking is hereby amended by replacing the section stating 'The Owner covenants and agrees to pay a total of Nine Thousand Four Hundred Dollars (\$9,400) to the Town, in consideration of the Town's agreement to grant an exemption from the requirement to provide 2 (two) off-street parking spaces on the lands referred to in Schedule A. Payment has been determined through an accepted appraisal dated June 15, 2023 provided by a qualified land appraiser. The parking space levy shall be paid at or prior to the time of application for a building permit for the proposed development. The Owner acknowledges that, until the parking space levies required to be paid pursuant to this agreement have been paid to the Town, the proposed development will not comply with the provisions of the zoning by-law which is applicable law for purposes of the Building Code Act, 1992, as amended and therefore no building permit shall be issued with respect to such development.' with the following: 'The Owner covenants and agrees to pay a total of Eighteen Thousand Eight Hundred Dollars (\$18,800) to the Town, in consideration of the Town's agreement to grant an exemption from the requirement to provide 4 (four) off-street parking spaces on the lands referred to in Schedule A. Payment has been determined through an accepted appraisal dated June 15, 2023 provided by a qualified land appraiser. The parking space levy shall be paid at or prior to the time of application for a building permit or business license for the proposed development. The Town acknowledges that the Owner has already paid a total of Nine Thousand Four Hundred (\$9,400) for the formerly approved parking spots through the July 10, 2023 agreement. The Town acknowledges that a total of Nine Thousand Four Hundred (\$9,400) is now owed for the additional 2 (two) parking spots requested through the February 12, 2024 agreement. The Owner acknowledges that, until the parking space levies required to be paid pursuant to this agreement have been paid to the Town, the proposed development will not comply with the provisions of the zoning by-law which is applicable law for purposes of the Building Code Act, 1992, as amended and therefore no building permit or business license shall be issued with respect to such development.'
4. In all other respects the said Payment in Lieu of Parking Agreement dated July 10, 2023, shall remain in full force and effect.
5. This Agreement shall ensure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Town has hereunto affixed their seals attested by the signatures of their proper signing officers and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

2754236 ONTARIO INC.



Per Adam Rossetto - President
I have authority to bind the Corporation

THE CORPORATION OF THE
TOWN OF AMHERSTBURG



Per Michael Prue - Mayor



Per Kevin Fox - Clerk

We have authority to bind the Corporation

Authorized and approved by By-law No. 2024-010
enacted the 12th day of February, 2024

SCHEDULE 'A'

LEGAL DESCRIPTION

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

Part Lot 10, Concession Plan 1; E/S Ramsay

Properties

PIN 70555 - 0090 LT
Description PT LT 10 E/S RAMSAY ST PL 1 AMHERSTBURG AS IN R1028349; AMHERSTBURG
Address 79 81 MURRAY STREET
AMHERSTBURG

Consideration

Consideration \$1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 2754236 ONTARIO INC.
Address for Service 1380 Morton Drive
LaSalle, ON N9J 3S9

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Party To(s) Capacity Share

Name THE CORPORATION OF THE TOWN OF
AMHERSTBURG
Address for Service 271 Sandwich Street South
Amherstburg, ON N9V 2A5

This document is being authorized by a municipal corporation Renee Guthrie, Planning Clerk.
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
Schedule: See Schedules

I Thomas R. Porter solicitor make the following law statement this document is being registered pursuant to Section 40 of the Planning Act.

Signed By

Thomas Robert Porter 200-525 Windsor Avenue acting for Signed 2024 04 16
Windsor Applicant(s)
N9A 1J4

Tel 519-258-1236
Fax 519-977-1173

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

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE 200-525 Windsor Avenue 2024 04 16
Windsor
N9A 1J4

Tel 519-258-1236
Fax 519-977-1173

Fees/Taxes/Payment

Statutory Registration Fee \$69.95
Total Paid \$69.95