

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1999-15

A By-Law to authorize the signing of a Development Agreement.

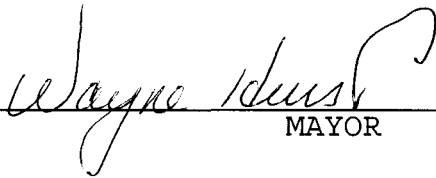
WHEREAS Navy Yard Condominiums Inc. has proposed the development of property on Murray Street for use as a thirty one (31) unit residential condominium complex; and

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 be and they 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. 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 22nd day of February, 1999.


MAYOR


CLERK

1st Reading: February 22, 1999

2nd Reading: February 22, 1999

3rd Reading: February 22, 1999

Certified to be a true copy of By-Law
No. 1999-15 passed by the Amherstburg
Municipal Council on February 22, 1999.

TOWN OF AMHERSTBURG
DEVELOPMENT AGREEMENT

BETWEEN: NAVY YARD CONDOMINIUMS INC.

- AND -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DATE: FEBRUARY 23, 1999

nr
LO

FOR OFFICE USE ONLY

LT 0254520

CERTIFICATE OF RECEIPT

1999 FEB 23 PM 1 53

LAID IN

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 8 pages

(3) Property Identifier(s) Block 70555 Property 0188 (LT) Additional: See Schedule

(4) Nature of Document
Application to Register Notice of Development Agreement (Section 71 of the Land Titles Act)

(5) Consideration
-----N/A----- Dollars \$

(6) Description
Lots 12 and 17, and Part of Lots 11 and 18, Registered Plan 1, now designated as Parts 1 and 2, on Plan 12R-17164, Town of Amherstburg, County of Essex and Province of Ontario

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:

The Corporation of the Town of Amherstburg has an unregistered estate, right, interest or equity in the above land of which Navy Yard Condominiums Inc. is the registered owner and hereby applies to have Notice of Development Agreement, dated the 23rd day of February, 1999, made between The Corporation of the Town of Amherstburg and Navy Yard Condominiums Inc. entered on the Parcel Register.

The evidence in support of this application consists of an executed copy of the said Development Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant), by its solicitor, ARMANDO F. DELUCA, Q.C.		1999 08 23

(11) Address for Service

271 Sandwich St. South, Box 159, Amherstburg, Ontario N9V 2Z3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
NAVY YARD CONDOMINIUMS INC. (Owner)		

(13) Address for Service

c/o 327 Ouellette Ave., Windsor, Ontario N9A 4J1

Municipal Address of Property

vacant land

(15) Document Prepared by:

ARMANDO F. DELUCA, Q.C.
MOUSSEAU, DELUCA
800-176 University Ave. West
Windsor, Ontario N9A 5P3

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	50 -
Total	50 -

DEVELOPMENT AGREEMENT

Registered August 23, 1999

THIS AGREEMENT made in quintuplicate this 23 day of FEBRUARY, 1999,

BETWEEN: NAVY YARD CONDOMINIUMS INC.

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 or redevelop the said lands for a thirty one (31) unit residential condominium complex, 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

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) Storm and surface water disposal plan and grading plan;
 - (e) The location and provision for the collection and storage of garbage and other waste material
4. The Owner shall be responsible for consulting with the Corporation's Hydro Electric Commission regarding any matters that relate to services provided by the Hydro Electric Commission.
5. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.
6. All of the exterior walls of the building shall be faced with decorative block, 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.
8. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
9. 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.
10. 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.
11. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
12. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "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, and separated from the sanitary sewer. Access to the storm sewer system shall be from Ramsey Street, with the exact location to be provided by the Manager of Public Services.
13. 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.

- 14. 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.
- 15. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation, those lands so indicated on schedule "B".
- 16. A solid wood fence, stained or treated and maintained, with a minimum of 1.8 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B"
- 17. All driveways for emergency vehicles shall:
 - (a) Be connected with a public thoroughfare;
 - (b) Be designed and constructed to support expected loads imposed by firefighting equipment;
 - (c) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 - (d) Have a clear width of 3 metres at all times;
 - (e) 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;
 - (f) Have an overhead clearance not less than 4.5 metres;
 - (g) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - (h) Have approved signs displayed to indicate the emergency route.
- 18. 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.
- 19. 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.



- 20. 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.
- 21. 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.
- 22. 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.
- 23. In the event that an Owner should fail to obey a stop work order issued under Section 20 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
- 24. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 21 or after notice of an opinion, which Council of the Corporation determines is correct under Section 22, 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.
- 25. 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.
- 26. 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.
- 27. 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.

Handwritten signature and initials in the bottom right corner of the page.

- 28. The owner hereby agrees to construct, at its entire expense and to the satisfaction of the Corporation, the off-street parking area consisting of approximately eighteen (18) parking spaces located immediately north of Murray Street. The area shall be constructed in accordance with good engineering practice and to the satisfaction of the Town Engineer. Specifications shall be agreed upon prior to the commencement of construction.
- 29. The owner hereby agrees to deed to the Town the area required to construct the off-street parking spaces. The owner shall engage, at its expense, an Ontario Land Surveyor to prepare and deposit the appropriate reference plan to facilitate the transfer.
- 30. The owner hereby agrees to provide an easement to the Amherstburg Hydro Electric Commission. The easement shall be 3.0 metres in width immediately adjacent to the northerly property line, and shall extend from Ramsey Street to Bathurst Street. The owner shall engage, at its expense, an Ontario Land Surveyor to prepare and deposit the appropriate reference plan to facilitate the provision of the easement.
- 31. 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.
- 32. 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: NAVY YARD CONDOMINIUMS INC.

We have authority to bind the corporation

~~MELVIN ANDERSON, PRESIDENT~~
~~WAYNE S. CARROLL, VICE PRESIDENT~~
~~RONALD JAMES, SECRETARY (TREASURER)~~
 THE CORPORATION OF THE TOWN OF AMHERSTBURG
 Wayne Hurst
 MAYOR - WAYNE HURST
 Dave Mailloux
 CLERK - DAVE MAILLOUX

Authorized and approved by By-Law No. 1997-15 enacted the 22 day of FEBRUARY, 1999

WILLIAM KING
C.A.O.

SCHEDULE "A"

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

~~All and singular that certain parcel or tract of land described as Lots 11, 12, 17 and 18, Registered Plan 1, in the Town of Amherstburg, County of Essex:~~

Lots 12 and 17, and Part of lots 11 and 18,
Registered Plan 1,
now designated as Parts 1 and 2, on Plan 12R-17164,
Town of Amherstburg, County of Essex
and Province of Ontario.

Handwritten signature and initials in the bottom right corner of the page.

SCHEDULE "B"

Wayne Hurst
 WAYNE HURST - MAYOR

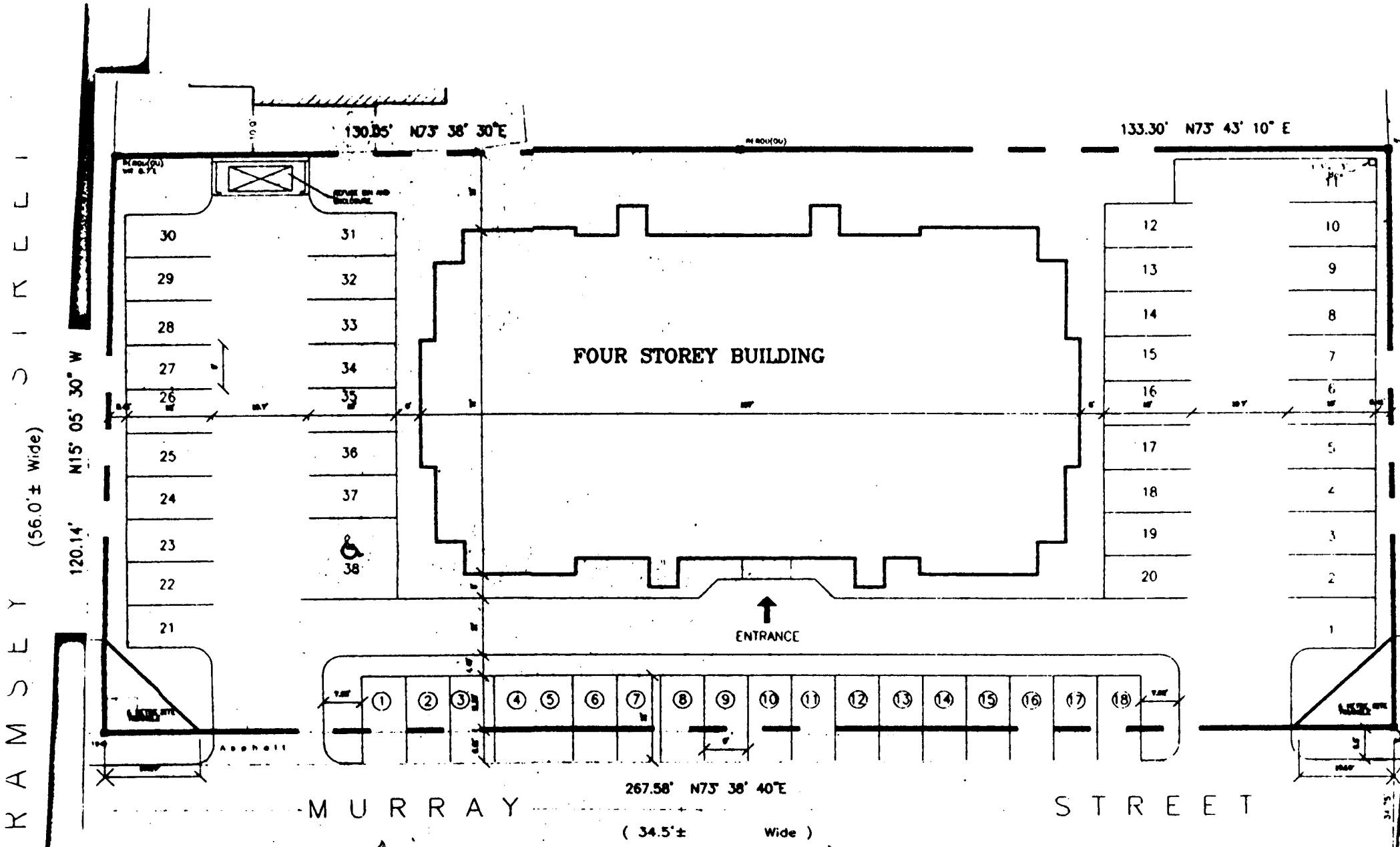
Dave Mailoux
 DAVE MAILLOUX - CLERK

M. M. Murray
 MELVIN MURPHY, PRESIDENT

J. J. ...
 JAMES J. ... VICE PRESIDENT

R. ...
 RAYMOND ... TREASURER

[Handwritten signature]



RAMSEY STREET (56.0 ± Wide)

MURRAY STREET (34.5 ± Wide)

BATHURST STREET (52.0 ± Wide)