

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-12

A by-law to authorize the signing of a Development Agreement.

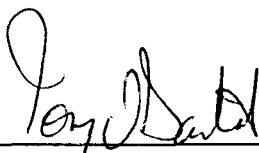
WHEREAS Albert D'Alimonte has proposed the development of property at 35 Sandwich Street South for use as a professional office building;

AND WHEREAS the Council of the Town of Amherstburg and owner 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. By-Law 2000-17 is hereby repealed.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 11th day of March, 2002.



Mayor



Clerk

1st Reading: March 11, 2002

2nd Reading: March 11, 2002

3rd Reading: March 11, 2002

Certified to be a true copy of By-Law
No. 2002-12 passed by the Amherstburg
Municipal Council on March 11, 2002.

FOR OFFICE USE ONLY

LT0343181

CERTIFICATE OF RECEIPT
REGISTRATION
ESSEX (12) WINDSOR

02 APR 12 PM 2 21

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 11 pages
(3) Property Identifier(s)	Block 70553	Property 0153
Additional: See Schedule <input type="checkbox"/>		
(4) Nature of Document Application to Register Development Agreement		
(5) Consideration Dollars \$		
(6) Description Parcel 3-1 Section Amherstburg 240; Lot 6 and Pt. Lot 7, Plan 8; Pt. Lot 3 Plan 240; Pt. Lot 18 Plan 6 being Part 1 on 12R-7896 Town of Amherstburg, County of Essex		
(7) This Document Contains:		
(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(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 Albert D'Alimonte is the registered owner and hereby applies to have Development Agreement dated March 11th, 2002, made between The Corporation of the Town of Amherstburg and Albert D'Alimonte, entered on the Parcel Register.

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.	2002 04 10

(11) Address for Service: **500-251 Goyeau St., Windsor, Ontario N9A 6V2**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
D'ALIMONTE, Albert (owner)		

(13) Address for Service

(14) Municipal Address of Property vacant land Amherstburg, Ontario	(15) Document Prepared by: Armando F. DeLuca, Q.C. MOUSSEAU, DELUCA, MCPHERSON, PRINCE 500-251 Goyeau St. Windsor, Ontario N9A 6V2	FOR OFFICE USE ONLY Fees and Tax Registration Fee Total
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DEVELOPMENT AGREEMENT

Registered _____, 2002

THIS AGREEMENT made in quintuplicate this 11 day of March, 2002.

BETWEEN: Albert D'Alimonte
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 develop or redevelop the said lands for a one storey professional office building and two future one storey additions, 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

SCHEDULE "C" - Elevation Drawings

SCHEDULE "D" - Listing of Plant Materials

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.
 - (f) The location of landscaped open space.
4. Schedule "C" hereto shows:
 - (a) Elevation drawings.
5. Schedule "D" hereto shows:
 - (a) Listing of plant and landscape materials.
6. The Owner shall be responsible for consulting with and obtaining any necessary approval from Essex Power Services Corporation regarding any matters that relate to services provided by Essex Power Services Corporation. Any costs associated with required alterations to the hydro plant shall be the responsibility of the Owner.
7. 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.
8. 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.
9. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete portland cement or other 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 material, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
10. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
11. 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.
12. 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.
13. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

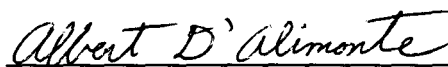
14. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "B" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer, and separated from the sanitary sewer.
15. 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.
16. 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.
17. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "B" in accordance with the listing of plant materials shown on Schedule "D".
18. 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".
19. 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.
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:
 - (a) The progress of development;
 - (b) 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 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.
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 in 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. 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.
31. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said amount to be approved by the Corporation's Manager of Public Services. A one (1) year maintenance security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the site improvements during the one year maintenance period after the Town has inspected and initially approved same.
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.

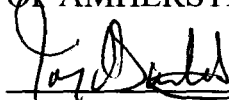
IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: ALBERT D'ALIMONTE

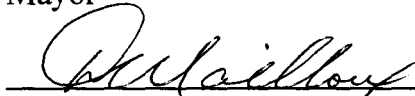


Albert D'Alimonte

THE CORPORATION OF THE TOWN
OF AMHERSTBURG



Mayor



Clerk

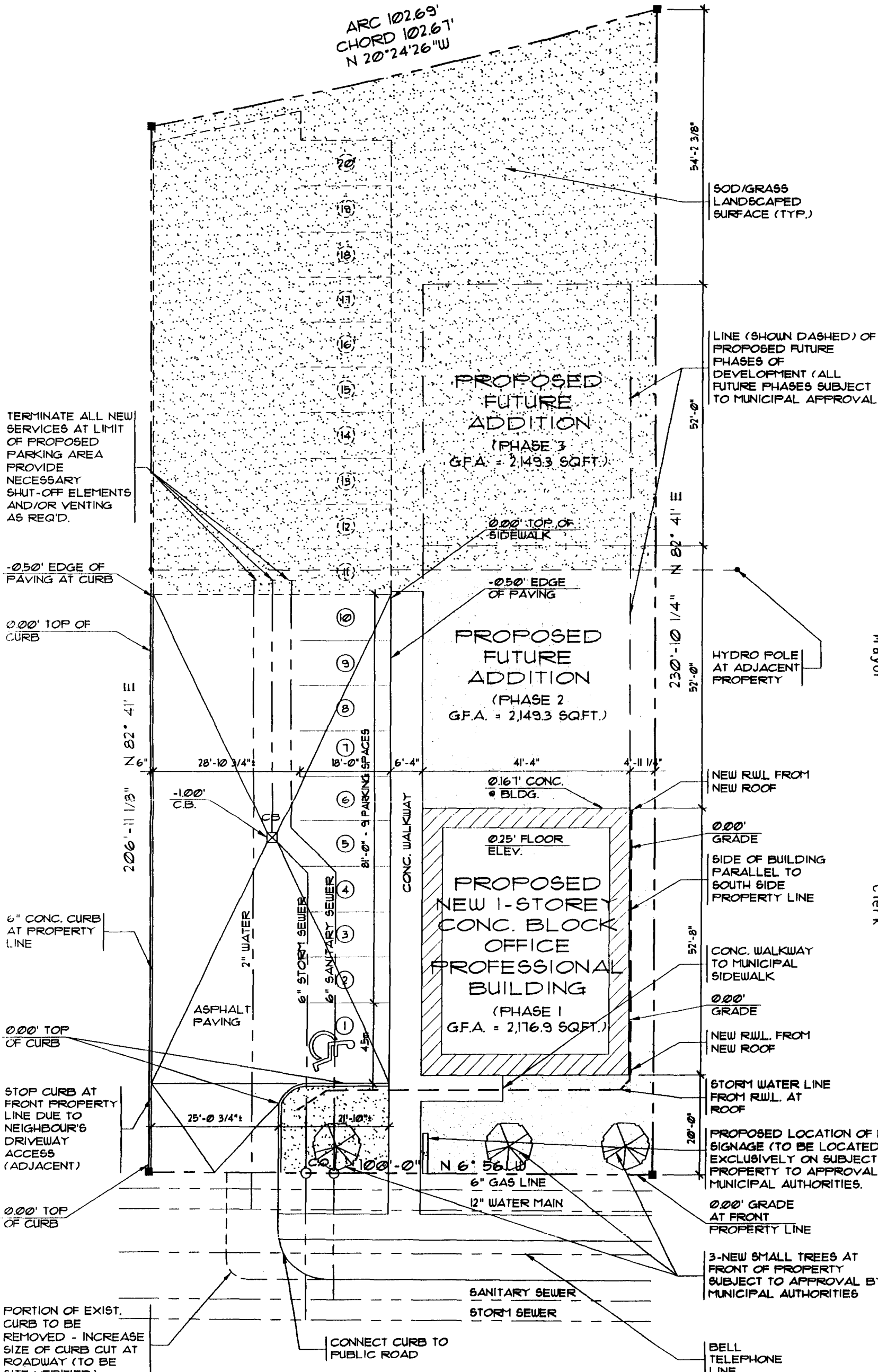
Authorized and approved by By-Law
No. 2002-12 enacted the 11th day of
March, 2002.

SCHEDULE "A" TO BY-LAW 2002-12

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 Part Lot 3, Registered Plan 240, Part Lot 18, Registered Plan 6, Lot 6, Registered Plan 8, Part Lot 7, Registered Plan 8, Town of Amherstburg, County of Essex designated as Part 1 on a Plan of Survey of Record in the Office of Land Titles at Windsor as Plan 12R-7896.

ARC 102.69'
CHORD 102.67'
N 20°24'26"W



SCHEDULE "B" TO BY-LAW 2002-12

Albert D'Alimonte
Mayor

Richard Blawie
Clerk

SANDWICH ST. SOUTH
(HIGHWAY #18)

SITE PLAN

SCALE: 1" = 20'-0"

NOTE:
ALL SITE SERVICING INFORMATION SHOWN ON THESE DRAWINGS IS FOR GRAPHIC COORDINATION PURPOSES ONLY AND MAY NOT REFLECT ACTUAL BUILT CONDITIONS. ALL RELEVANT SITE CONDITIONS SHALL BE VERIFIED BY THE OWNER AND CONTRACTOR PRIOR TO CONSTRUCTION. ALL REQUIRED WORK SHALL BE SUBJECT TO APPROVAL BY LOCAL AUTHORITIES HAVING JURISDICTION.

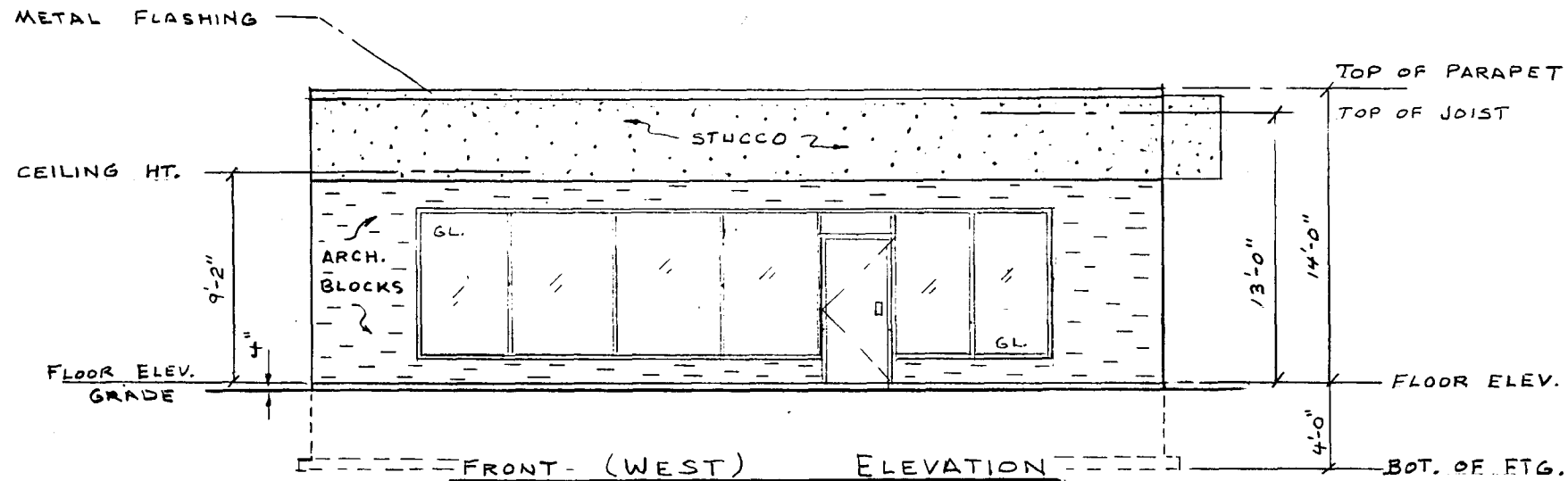
	1880 assumption street windsor ontario n8y 1c4 telephone: (519) 254-3430 facsimile: (519) 254-3642 email: adawinont@an.aibn.com	project: NEW OFFICE BUILDING	title: SITE PLAN	checked by: EPV DSB date: JAN. 2002
	client: ALBERT D'ALIMONTE	scale: AS SHOWN	drawn by: TC	comm. no.: cod. file:

SCHEDULE "C" TO BY-LAW
2002-12

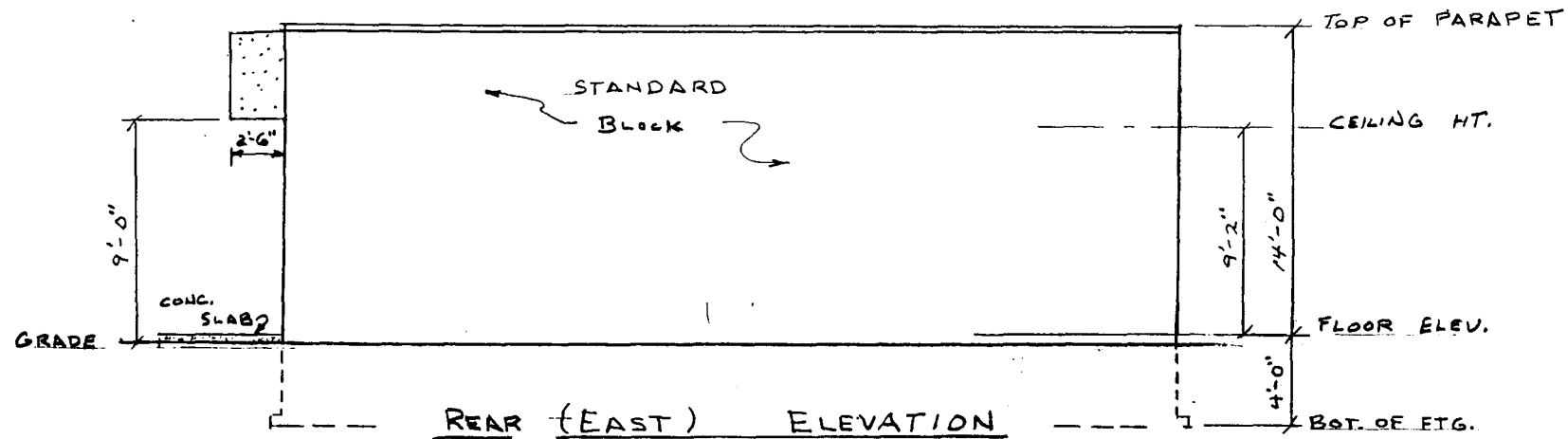
Albert D'Alimonte
ALBERT D'ALIMONTE

[Signature]
MAYOR

[Signature]
CLERK

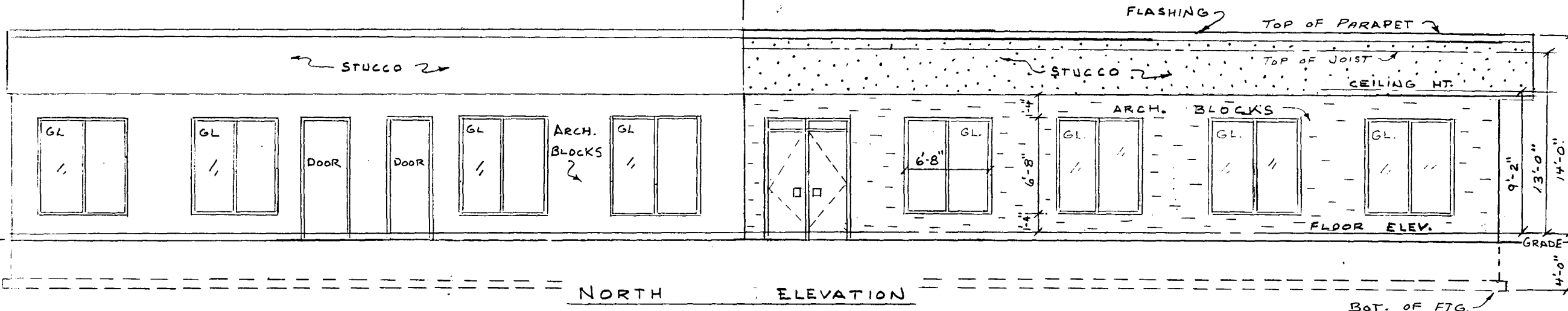


SCALE: $\frac{1}{8}'' = 1'-0''$



SCALE: $\frac{1}{8}'' = 1'-0''$

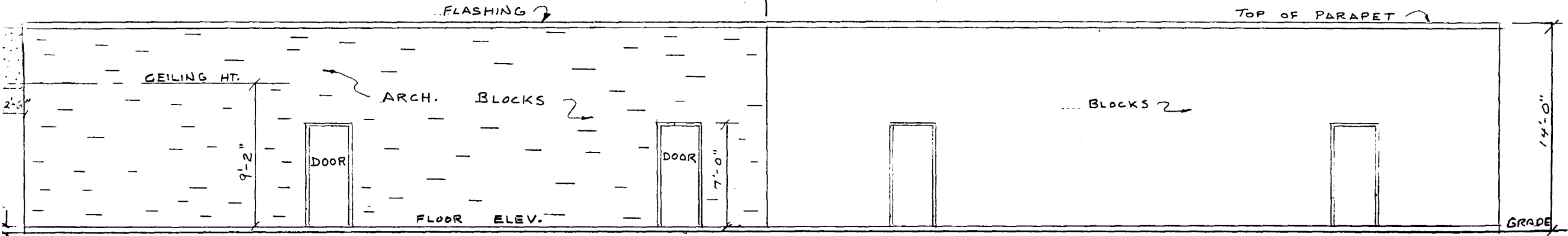
PHASE 2 - FUTURE ADDITION PHASE 1



NORTH ELEVATION

SCALE = 1/8" = 1'-0"

PHASE 1 PHASE 2 - FUTURE ADDITION



SOUTH ELEVATION

SCALE = 1/8" = 1'-0"

**SCHEDULE "D" TO BY-LAW 2002-12
LISTING OF PLANT MATERIALS**

Phase 1

West Elevation

Three (3) Red Maples (1" diameter by 4 ft. height) with sodded open space.

South Elevation

Sodded area.

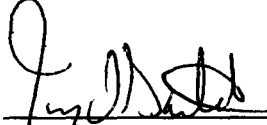
East Elevation

Grassed open space.

Future Phases

Landscaping to be approved by Municipality.


Albert D'Alimonte


Mayer


Clerk