

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2018-101**

By-law to authorize the signing of a Development Agreement

WHEREAS Sean Hadrian and Veronica Jean Hadrian have proposed the development of property at 2376 Front Road N for purposes of an existing contractor's yard and the temporary use of the property for the construction and temporary residency of a second dwelling;


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 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.

THIS by-law shall come into force and effect upon the final passage hereof.

Read a first, second and third time and finally passed this 23rd day of October, 2018.



MAYOR: Aldo DiCarlo



CLERK: Paula Parker

TOWN OF AMHERSTBURG
DEVELOPMENT AGREEMENT

BETWEEN:

SEAN HADRIAN AND VERONICA JEAN HADRIAN

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 23rd day of October, 2018.

BETWEEN: **SEAN HADRIAN and VERONICA JEAN HADRIAN**
both of the Town of Amherstburg, in the County of Essex
and Province of Ontario

(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 "**Lands**";

AND WHEREAS the Owner warrants it is the registered owner of the 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 has developed the Lands for the purpose of a contractor's yard with restrictions and intends to develop the Lands for the construction and temporary residency of a second dwelling, in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Owner and Corporation have entered into a Demolition Agreement for demolition of the existing dwelling;

AND WHEREAS the Corporation as a condition of development of the 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, 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:

2. Schedule "A" hereto describes the Lands;

3. Schedule "B" (the "**Site Plan**") hereto shows:
 - (a) The location of existing buildings and the proposed new residence to be erected on the lands as part of the Owner's proposed development of same;
 - (b) The location and provision of outdoor storage and vehicle parking facilities and access driveways including driveways for emergency vehicles;
 - (c) The location and extent of the existing contractor's yard as permitted by the site specific A-42 Zone;
 - (d) The location and provision for the collection and storage of garbage and other waste materials;
 - (e) Landscaped and constructed berm areas;
 - (f) Site Servicing;
 - (g) The location of the new fence to act as a barrier between the extent of the Detroit River Marshes Provincially Significant Wetland and the existing contractor's yard;
 - (h) The limits of the new residence and existing pole barn which shall limit the new site alteration (the description of the building and amenity envelope is intended to convey certainty as to the limits of the boundaries of the building restrictions).
4. Schedule "C" (the "Survey") hereto describes the extent of the existing contractor's yard depicted as 2.5 acres and as provided for in the A-42 Zone.
5. The Owner and the Corporation intend the terms of this Agreement to encumber, burden and limit the proprietary rights of the Owners of the subject lands from and after the date of the execution of this Agreement and register this Agreement against the title of the subject lands to affect, limit and restrain the legal and beneficial prerogatives, rights and entitlements of the Owners and the purchasers or any successors or assigns or trustees of the Owners or purchasers.
6. The Owner and subsequent purchasers and the Corporation acknowledge that the uses of the subject lands is determined by the Zoning By-law and the Official Plan of the Corporation together with any additional by-laws and resolutions of the Corporation affecting the subject lands.
7. The Owner and Corporation acknowledge that the building restrictions in this agreement have been imposed for good planning considerations and to comply with Provincial Policy Statements of the Province of Ontario, municipal policies and the laws and regulations of general application within the Province of Ontario and within the Corporation. In the event that the aforementioned policies change, the Corporation acknowledges the right of the Owner to apply to the Corporation to vary the terms of this Agreement.
8. The Owner shall not use the Lands or permit any use of the Lands, which will damage or destroy the natural features of the Lands or prevent their restoration and enhancement. More specifically, it is intended that the use of the Lands will be restricted to natural heritage management within the Provincially Significant Wetland and the adjacent buffer areas.
9. The Owner shall not undertake any activities, actions or uses detrimental or adverse to water conservation, erosion control, soil conservation or the preservation of native plant and animal species.

10. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas Limited and Bell Canada Limited regarding any matters that relate to services provided to the Lands by Hydro One, Union Gas Limited and Bell Canada Limited.
11. The Owner shall be responsible for consulting with and obtaining any necessary approvals for the proposed development of the Lands, as outlined on the Site Plan, from the Provincial Ministry of the Environment, Essex Region Conservation Authority, and the Engineering Department of the County of Essex (the "County"), as well as from any other governmental authority having jurisdiction with respect to the proposed development of the Lands.
12. The Owner shall install a new septic system for the second dwelling and shall obtain a report from a septic system designer/installer, who is properly certified in this regard with the Ministry of Municipal Affairs & Housing, that the private septic system serving the Lands is in working order. Further, the Owner shall make satisfactory arrangements with the Chief Building Official of the Corporation (the "Chief Building Official") or his designate to be present onsite for inspection purposes when the field investigation is conducted by the designer/installer.
13. The Owner shall obtain a report from a septic system designer/installer, who is properly certified in this regard with the Ministry of Municipal Affairs & Housing, that the existing private septic system serving the contractor's yard on the lands is in working order, and that it will satisfactorily service the Lands following the proposed new residential development taking place. Further, the Owner shall make satisfactory arrangements with the Chief Building Official of the Corporation (the "Chief Building Official") or his designate to be present onsite for inspection purposes when the field investigation is conducted by the designer/installer.
14. The Owner shall be responsible for obtaining a building permit from the Chief Building Official for the second dwelling and at the same time a demolition permit for the demolition of the older dwelling unit on the property.
15. The Owner shall ensure that trucks and equipment leaving the Lands are not laden with dirt, mud or debris. The Owner shall keep the surface of the highway adjacent to the Lands clean of any debris, and upon notice from the Corporation, the Owner shall immediately clean the debris off the highway. Failure of the Owner to respond will result in the Corporation arranging for the cleaning and invoicing the Owner, the Corporation having the right to recover any expense relating to same in the same manner as municipal taxes relating to the Lands.
16. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development of the Lands by the Owner, such damage shall be immediately repaired or replaced by the Owner.
17. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

18. Any garbage or refuse from any operation or activity on the Lands 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. In addition, and for greater certainty, outdoor storage of all materials shall comply with Sections 3.2 (dealing with wood products) and 3.5 (dealing with Salvage Shops and Salvage Yards) of the Ontario Fire Code, as may be amended from time to time.
19. The Owner acknowledges that operations and activities on the Lands shall be limited from 7 a.m. to 7 p.m., from Monday to Saturday, and that delivery of contractor's materials etc. to the Lands shall, with limited exception, also only occur between such times and on such days.
20. Any and all lighting on the Lands 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/laneways.
21. 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.
22. 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 on the Lands until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him/her certifying that all services on or in the 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.
23. 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 Lands to inspect:
 - (1) The progress of development;
 - (2) The state of maintenance as provided for in this Agreement.
24. 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.

25. 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.
26. 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.
27. In the event that an Owner should fail to obey a stop work order issued under Section 24 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
28. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 24 or 25 or after notice of an opinion, which Council of the Corporation determines is correct under Section 26, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) week written notices 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.
29. 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.
30. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the 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 if its performance of the said obligations.
31. 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.
32. 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.

33. 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.
34. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
35. 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.
36. 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.
37. 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.
38. 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.
39. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
40. 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. Each of the parties shall execute such further other assurances, instruments, and documents and do and perform all such proper acts and things necessary and proper for carrying out the purpose and intent of this Agreement.
41. 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.

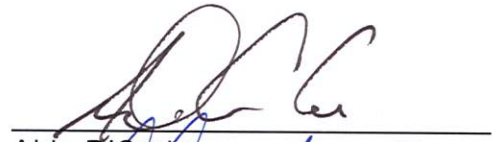
Witness


SEAN HADRIAN

Witness


VERONICA JEAN
HADRIAN

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. 2018-101 enacted the 23rd day of October, 2018.

SCHEDULE "A"

DESCRIPTION OF THE LANDS

Part Lots 41 & 42, Concession 1 Anderdon
Town of Amherstburg, County of Essex and Province of Ontario
Designated as Part 1, Reference Plan 12R-22135,
Town of Amherstburg,

Being all of PIN 70551-0166

Sean Hadrian

Hadrian
Veronica Jean Hadrian

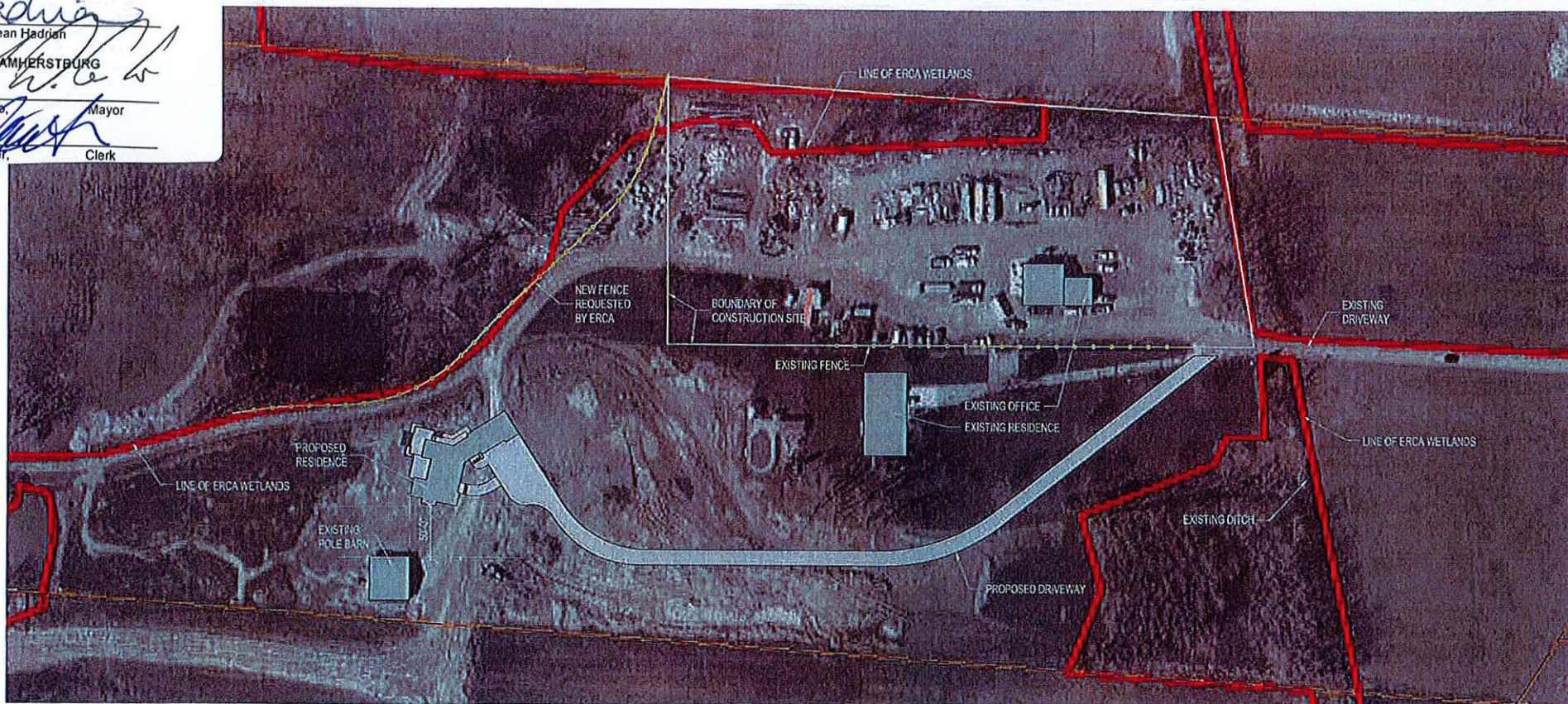
TOWN OF AMHERSTBURG

Aldo DiCarlo, Mayor

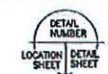
Paula Parker, Clerk



d.e. macloskey engineering ltd.
25-04 quads ave. unit 101, amherst, ont. n0b 1g0



general notes:
1. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW ONLY AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
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DATE	ISSUED FOR
22/04/18	MINOR CHANGE

PROJECT
PROPOSED RESIDENCE

WINDSOR, ONTARIO

CLIENT
MR. & MRS. HADRIAN

DRAWING TITLE
SITE PLAN

DATE: DEC 2018
SCALE: AS NOTED
DRAWN BY: AP
CHECKED BY: DCM / JG
PROJECT FILE NO. 018-1100/118-177
DRAWING NO.

A1.1

SITE PLAN
SCALE: 1:600



PLAN OF SURVEY
OF
PART OF LOT 41
CONCESSION 1
IN THE FORMER TOWNSHIP OF ANDERDON
TOWN OF AMHERSTBURG
COUNTY OF ESSEX, ONTARIO

ERCA 100 YR. FLOOD ELEV.	= 579.72'
MINIMUM OPENING ELEV.	= 579.39'
FIRST FLOOR ELEV.	= 582.24'
SECOND FLOOR ELEV.	= 591.33'
BASEMENT FLOOR ELEV.	= 573.24'
GARAGE FLOOR ELEV.	= 580.09'

SITE STATISTICS

SITE AREA (approx.)	= 1,718,277.23 sq.ft.
	= 39.44 ACRES
BUILDING FOOTPRINT G.F.A.	= 4,281.86 sq.ft.
LOT COVERAGE	= 0.25%

BUILDING STATISTICS

FIRST FLOOR	= 2,708.83 sq.ft.
SECOND FLOOR	= 1,335.95 sq.ft.
TOTAL	= 4,044.78 sq.ft.
BASEMENT FLOOR	= 1,185.10 sq.ft.
GARAGE	= 1,050.22 sq.ft.
THREE SEASONS ROOM	= 364.22 sq.ft.
TOTAL BUILDING	= 6,644.32 sq.ft.

KEY PLAN

