

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2022-048**

**By-law to authorize the execution of a Development Agreement
between Tank Development Group Inc.
and the Corporation of the Town of Amherstburg
106 Gore Street, Amherstburg**

WHEREAS under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a Corporation 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 owners of said property have agreed to the terms and conditions of a 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 a Development Agreement between Tank Development Group Inc. and the Corporation of the Town of Amherstburg for the development of Part Lot 24 Plan 1 municipally known as 106 Gore Street for the redevelopment of the property, said agreement affixed hereto;
2. 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 the 13th day of June, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 13th day of June, 2022.

BETWEEN:

TANK DEVELOPMENT GROUP INC.

(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 the Town of 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 for development in accordance with the Site Plan attached hereto as Schedules "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation, as a condition of development of the said 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 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 affected by this Agreement;
3. Schedule "B", identified as A1.0, the Site Plan hereto shows:
 - (a) The location of the building.
4. Schedule "C" identified A3.0 hereto shows:
 - (a) Exterior Elevations

5. Schedule "D" identified as Conceptual View hereto shows:
 - (a) Conceptual Views of Exterior Design
6. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power regarding any matters that relate to services for the Development Lands to be provided by Essex Power. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
7. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Union Gas and Bell Canada regarding any matters that relate to services to be provided by Union Gas and Bell Canada. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to these services resulting from this development.
8. If any proposed upgrades to the existing utilities within the municipal right-of-way are required, the Owner must provide copies of the plans on any utility work to the satisfaction of the Corporation.
9. The Owner further agrees to obtain the necessary access or other permits for any driveway approaches, curb cuts prior to commencement of any construction on or adjacent to the public roads.
10. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "C" hereto.
11. All connections to the Town's existing infrastructure must be submitted to the Infrastructure Services Department for approval. Installation shall be coordinated and inspected by the Infrastructure Services Department. This would include any watermain, water service, sanitary or storm installations as necessary.
12. The Owner shall, at its own expense, repair forthwith any damage done by their servants, agents, contractors or subcontractors to any land or property of the Corporation during the course of and arising in any way out of the construction or installation of the works required by this Agreement.
13. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the Corporation and shall construct all work in accordance with the requirements of the Town of Amherstburg, the County of Essex, and the Province of Ontario.
14. The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored to the satisfaction of the Town. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Town shall correct deficiencies in the state of repair within ten (10) days thereof.
15. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief and Director of Infrastructure Services 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.
16. 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 as hereinafter provided.

17. 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.
18. 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.
19. In the event that an Owner should fail to obey a stop work order issued under Section 16 hereof, in addition to any other remedy, the Owner recognizes the right of the Corporation to apply to the Court for an Order granting injunctive relief, both interlocutory and permanent. The Owner acknowledges and admits that its failure to obey a stop work order constitutes irreparable harm to the Corporation and that the balance of convenience favours granting such injunctive relief without further proof thereof by the Corporation. The Owner shall be liable to the Corporation for all costs in relation to obtaining such an Order, including all legal costs. The costs shall be deemed to be municipal taxes and to be recoverable in accordance with Section 24 of this Agreement.
20. In the event that an Owner should fail to correct a deviation of deficiency after notice pursuant to Sections 17 or 18 or after notice of an opinion, which Council of the Corporation determines is correct under Section 16, the Council of the Corporation may direct the Owner to correct any default of the matter or thing being done by the Owner, not less than two (2) weeks after notice is sent by regular mail at the last known 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 shall be deemed to be municipal taxes and to be recoverable in accordance with Section 24 of this Agreement.
21. 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 this agreement 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 Land Tribunal, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 here before referred to.
22. 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.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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; provided that the severance of the provision or part does not fundamentally impair the rights of the Corporation in which case the Corporation may declare, without the consent of the Owner, this Agreement void, and all development and construction shall cease pending the execution of a new Agreement by the parties.
30. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
31. 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.
32. 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.
33. The Owner shall indemnify and save harmless the Corporation, its councillors, officers, employees, contractors and agents from all actions, causes of action, suits, claims and demands which may arise during the course of or in way connected to the construction or installation of the works required by this Agreement.
34. 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 Parties have executed this Agreement, as of the date set out above, under the hands and seals of their respective and duly-authorized signing officers.

OWNER: TANK DEVELOPMENT GROUP INC.

Per Tyler KnightPer Antonio Neves

We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per	Aldo DiCarlo,	Mayor
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Per Valerie Critchley, Clerk

We have authority to bind the Corporation

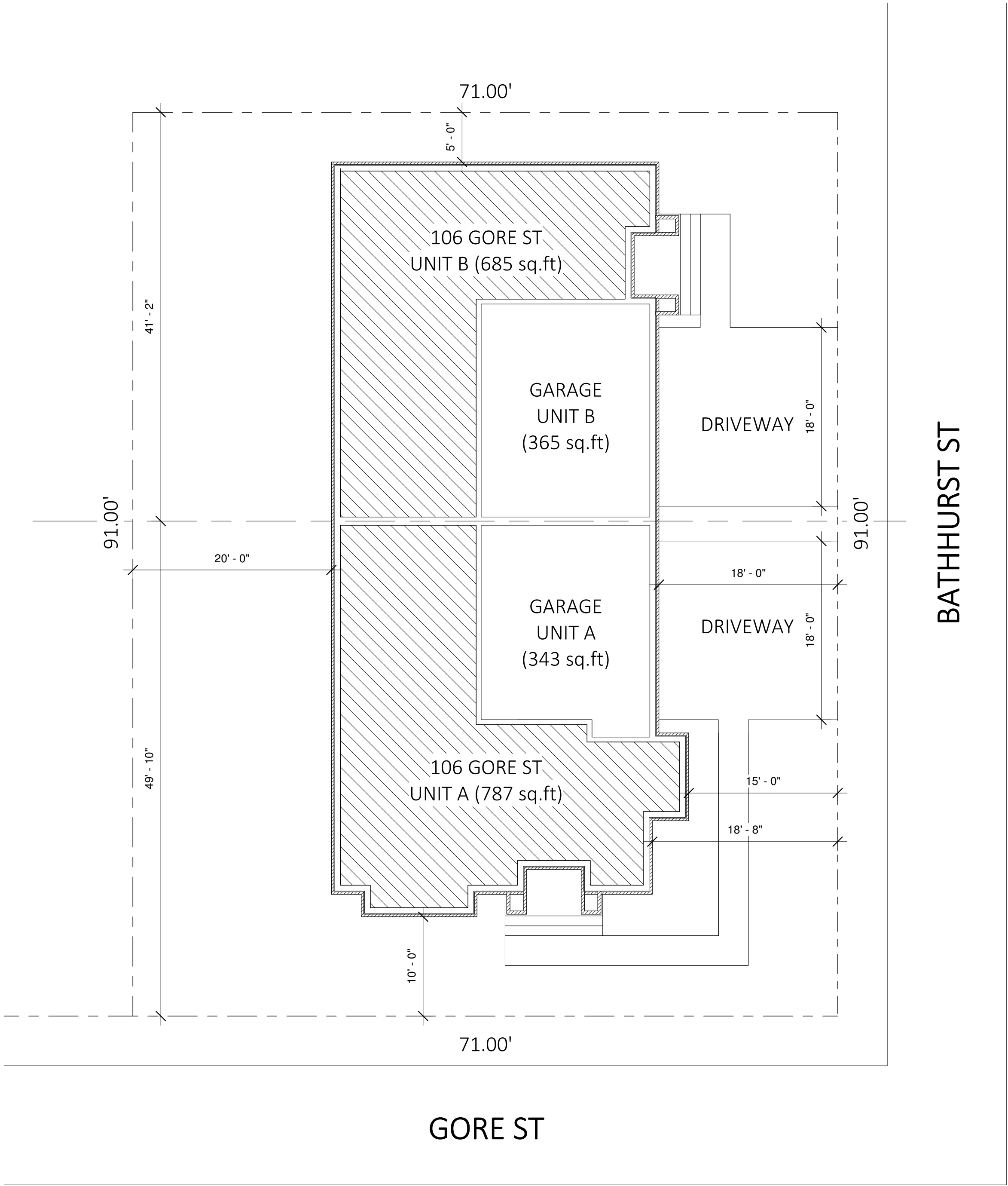
Authorized and approved by By-law
No. 2022-045 enacted the 25th day of
April, 2022.

SCHEDULE "A"

The following is a description of the land to which this instrument applies. This agreement applies to the said Lands as a whole.

Pt Lt 24, Plan 1,
Town of Amherstburg,
County of Essex
and Province of Ontario

DRAFT



106 Gore St - SITE INFORMATION			
ZONING - RESIDENTIAL HERITAGE (RH)			
	MIN. REQUIRED	PROVIDED	VARIANCE REQ'D
LOT AREA	No Minimum	600.2 m²	CONFORMS
LOT COVERAGE	40.0% (max.)	38.68%	CONFORMS
FRONT YARD DEPTH	Average of Adjacent Properties	4.57m	N/A
REAR YARD DEPTH	6.0m (min.)	6.1m	CONFORMS
SIDE YARD WIDTH	1.5m (min.)	1.52m	CONFORMS
EXT. SIDE YARD WIDTH	Front Yard Depth of Adjacent Property	3.1m (keep existing)	N/A

1 Proposed Site Plan
1/8" = 1'-0"

Project:
106 Gore St -
Amhestburg

Client:

Sheet Title:
Proposed Site Plan

Revision no.:

Scale:
1/8" = 1'-0"

Drawn by:
Imperium Design

BCIN #:

Date:
April 4, 2022

Project no.:
21-0043

Sheet no.:

A1.0



1 South Elevation
1/4" = 1'-0"



2 East Elevation
1/4" = 1'-0"



Imperium
DESIGN + BUILD

20 Fraser Rd.
Leamington, ON N8H 4E5
info@imperiumbuilds.ca
(519) 551-8390

Project:
106 Gore St.
Amherstburg ON, N9V
1K6

Client:
Owner

Sheet Title:
Proposed South/East Elevation

Revision no.:

Scale:
1/4" = 1'-0"

Drawn by:
Antonio Neves

BCIN #:
Project Status

Date:
June 8, 2022

Project no.:
Project Number

Sheet no.:

A101

Imperium Design + Build

Schedule "D"



Schedule "D"



Schedule "D"

