

-----Original Message-----

From: Craig Stevenson <rcslaw@mnsi.net>  
Sent: Thursday, November 19, 2020 2:56 PM  
To: Natalie Sharp <nsharp@lasalle.ca>  
Subject: Council Meeting Nov 24

Dear Natalie

I attach my request to be a delegation on the sidewalk issue on Normandy.  
Thank you

R. CRAIG STEVENSON, ESQ.  
Barrister & Solicitor  
18A-25 Amy Croft Drive  
Tecumseh, Ontario  
N9K 1C7  
P: 519-735-0777  
F: 519-735-2999  
E: [rcslaw@mnsi.net](mailto:rcslaw@mnsi.net)

-----Original Message-----

From: [dlassaline@rcraigstevensonlawoffice.com](mailto:dlassaline@rcraigstevensonlawoffice.com)  
<[dlassaline@rcraigstevensonlawoffice.com](mailto:dlassaline@rcraigstevensonlawoffice.com)>  
Sent: Thursday, November 19, 2020 1:58 PM  
To: Craig <[rcslaw@mnsi.net](mailto:rcslaw@mnsi.net)>  
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:  
Device Name: XRX9C934E861F87

For more information on Xerox products and solutions, please visit <http://www.xerox.com>  
CAUTION: This email originated from outside of the organization. Please verify that the sender's name matches the e-mail address in the From: field. Do not click links or open attachments unless you recognize the sender and know the content is safe. REF: nYDLiTtcjACbqBae

## Schedule "A"

Mr. Mayor and Members of Council:

Thank you for hearing from myself as a resident on a part of Normandy, for which there is proposed a sidewalk,

Myself and Diane Wilson purchased our newly constructed home at 2308 Normandy on September 29, 2017.

During the course of construction proceeding that date of purchase we had attempted to install a circular drive fronting on Normandy because of perceived difficulty backing onto Normandy with our vehicles. Our request was rejected by the town of LaSalle because of provisions in a development agreement dated December 15, 2015 and registered on title to our property on December 18, 2015.

Next we requested that our driveway be allowed to enter onto the proposed Richmond Street which had yet been built, but again our request was rejected by the Town, on the basis that such an entrance was not permitted under the development agreement.

I have attached hereto a scanned copy of the registered development agreement.

I direct your attention to section 3.12 on pages 10 and 11 of the development agreement.

On the issue of a sidewalk in front of my home, the agreement with the Town of LaSalle is:

"In light of the fact that sidewalk has been constructed along the south side of Normandy Street, it is acknowledged that no sidewalk is required to be constructed along the subject lands"

The clause is clear and unambiguous.

The agreement does go on in subsection (b) to acknowledge that this agreement is made with full knowledge by Town of LaSalle and in contemplation of a new residential development to the north of the two building lots (one of which is ours) now known as Richmond Street. It makes me as purchaser aware that a sidewalk was being constructed on the east side of the Richmond Street. Therefore as a subsequent purchaser I know that a sidewalk will be constructed along my side yard facing Richmond Street and that no sidewalk will be constructed in front of my house on Normandy.

It is my understanding that this matter is before Council to seek authorization to breach the provision in paragraph 3.12 of the development agreement and build a sidewalk.

I am asking council to honour the previous commitment made by the Town of LaSalle and not construct a sidewalk.

The agreement provides in paragraph 8.12 that should there be any dispute as to any of the clauses or terms of the agreement the dispute shall be resolved by way of an application for hearing before the Ontario municipal Board. No application has been made by the Town

administration.

No attempt has been made by town administration to register notice of a subsequent subdivision agreement registered on the land to the north of our lot at any time on our land. It is clear Planning Law that the Town cannot impose the terms of development in an agreement that extends outside the boundary of the lands being developed. Clearly imposing a requirement on our development to build a sidewalk when that development was clearly waived is unfair.

Section 8.14 provides that any amendment to the agreement must be made in writing by the corporation together with the registered owners of the subject lands at the time of the execution of such amendments. We do not agree to an amendment to clause 3.12.

We have had to honour and abide by the terms of the Development Agreement, and we are asking the Town of LaSalle to do the same at this time

Respectfully Submitted

  
Craig Stevenson