

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2006-45**

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

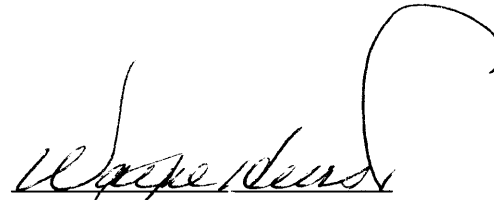
**WHEREAS** 2080776 Ontario Inc. has proposed the development of property described as Part Lot 5, Concession 1 (Malden) designated as Part 1, Plan 12R-22400 for use as a retirement home facility;


**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 23<sup>rd</sup> day of May, 2006.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified to be a true copy of By-law  
No. 2006-45 passed by the Amherstburg  
Municipal Council on May 23<sup>rd</sup>, 2006.

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**Properties**

**PIN** 70570 - 0662 LT  
**Description** PART LOT 5 CON 1 MALDEN DESIGNATED AS PART 1 ON 12R22400;  
 AMHERSTBURG  
**Address** AMHERSTBURG

**Consideration**

**Consideration** \$ 0.00

**Applicant(s)**

The notice is based on or affects a valid and existing estate, right, interest or equity in land

**Name** THE CORPORATION OF THE TOWN OF AMHERSTBURG  
**Address for Service** 271 Sandwich St. S.  
 Amherstburg, Ont.  
 N9V 2A2

I, LORY BRATT, AMCT, PLANNING COORDINATOR, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Party To(s)****Capacity****Share**

**Name** 2080776 ONTARIO INC.  
**Address for Service** 2155 Fasan Dr.  
 Windsor, Ontario  
 NOR 1L0

I, Dominic Amicone, Pres., have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

**Statements**

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Armando Felice Antonio DeLuca 500-251 Goyeau Street acting for Applicant(s) Signed 2006 08 16  
 Windsor N9A 6V2  
 Tel 519-258-0615  
 Fax 5192586833

**Submitted By**

MOUSSEAU DELUCA 500-251 Goyeau Street 2006 08 16  
 MCPHERSON PRINCE Windsor N9A 6V2  
 Tel 519-258-0615  
 Fax 5192586833

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$60.00

**Total Paid** \$60.00

**File Number**

**Applicant Client File Number :** 23205

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_, 2006.

**THIS AGREEMENT** made in triplicate this 23 day of May, 2006.

**BETWEEN:** 2080776 Ontario 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 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 Retirement Home development 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 (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" – Landscape Plan and Details  
SCHEDULE "D" – Site Notes

SCHEDULE "E" – Site Grading Plan  
SCHEDULE "F" – Site Servicing Plan  
SCHEDULE "G" – Plan and Profile  
SCHEDULE "H" – Site Details  
SCHEDULE "I" – Ontario Provincial Standard Drawings (OPSD)  
SCHEDULE "J" – Elevation Drawings

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) The location and provision for the collection and storage of garbage and other waste materials.
4. Schedule "C" hereto shows:
  - (a) Landscape Plan and Details
5. Schedule "D" hereto shows:
  - (a) Site Notes
6. Schedule "E" hereto shows:
  - (a) Site Grading Plan
7. Schedule "F" hereto shows:
  - (a) Site Servicing Drawings
8. Schedule "G" hereto shows:
  - (a) Plan and Profile Drawing (Storm and Sanitary Sewer)
9. Schedule "H" hereto shows:
  - (a) Site Details
10. Schedule "I" hereto shows:
  - (a) Ontario Provincial Standard Drawings (OPSD) Details
11. Schedule "J" hereto shows:
  - (a) Elevation Drawings for the Structure
12. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One regarding any matters that relate to services provided by Hydro One.

13. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of the Environment, the Essex Region Conservation Authority and the County of Essex Engineering Department.
14. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of Culture.
15. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "J".
16. 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 materials, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
17. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
18. 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.
19. 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.
20. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
21. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedules "F" and "G" 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.
22. 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.
23. 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.
24. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "C". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.

25. 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.
26. 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 and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
27. 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:
  - (1) The progress of development;
  - (2) The state of maintenance as provided for in this Agreement.
28. In the event of any servant, office 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.
29. 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.
30. In the event 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.

31. In the event that an Owner should fail to obey a stop work order issued under Section 28 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
32. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 29 or after notice of an opinion, which Council of the Corporation determines is correct under Section 30, 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.
33. 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.
34. 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.
35. 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.
36. The Developer acknowledges that the said lands are subject to By-law 2004-64 passed August 9, 2004 which established Development Charges for residential development in the Town. In accordance with Section 9 of the Development Charges By-law 2004-64 Council may, from time to time, grant full or partial exemption from the Development Charges provided for in the by-law. The Corporation has reviewed this development and has determined that the facility is a form of assisted housing. Therefore, a partial exemption will be granted from the Development Charges and the Development Charge for this development will be \$63,000.
37. The Owner shall construct a new 300mm (12") waterline for looping purposes from Lowes Sideroad to 779 Front Road South. The subject waterline shall be constructed as per approved drawings and the Town of Amherstburg water specifications.
38. The Owner shall construct a 300mm (12") sanitary sewer in accordance with the approved drawings and Town of Amherstburg sewer specifications and shall connect to existing sanitary sewer manhole located southwest of the subject development.

39. The Owner shall construct a storm sewer in accordance with approved drawings and Town of Amherstburg storm sewer specifications. The Corporation and Owner shall mutually agree on a cost sharing arrangement for the construction of storm manhole #1 and its pipe outlet to the Detroit River. This cost sharing arrangement to be entered into by separate agreement and approved by municipal by-law. The Owner agrees to provide an easement through its lands for the Corporation for purposes of servicing and maintenance of the subject sewer.
40. The Owner to prepare a Stormwater Management report satisfactory to the Corporation and the Essex Region Conservation Authority.
41. 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.
42. 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 (1) year maintenance period after the Town has inspected and initially approved same.
43. 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.

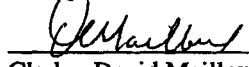
OWNER: 2880776 ONTARIO INC.

  
\_\_\_\_\_  
Dominic Amicone

  
\_\_\_\_\_  
Evan Miller

CORPORATION OF THE  
TOWN OF AMHERSTBURG

  
\_\_\_\_\_  
Mayor - Wayne Hurst

  
\_\_\_\_\_  
Clerk - David Mailloux


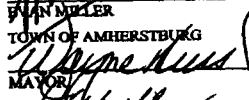
Authorized and approved by  
By-law 2006-45 enacted the  
23<sup>rd</sup> day of May, 2006.



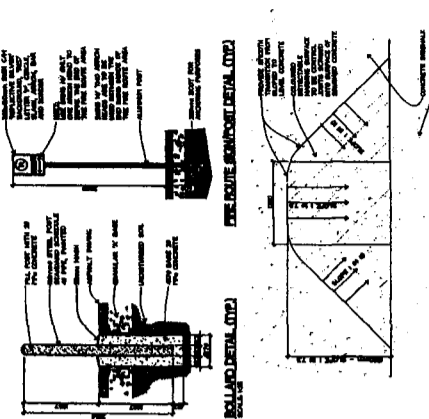
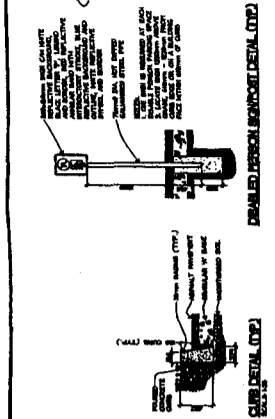
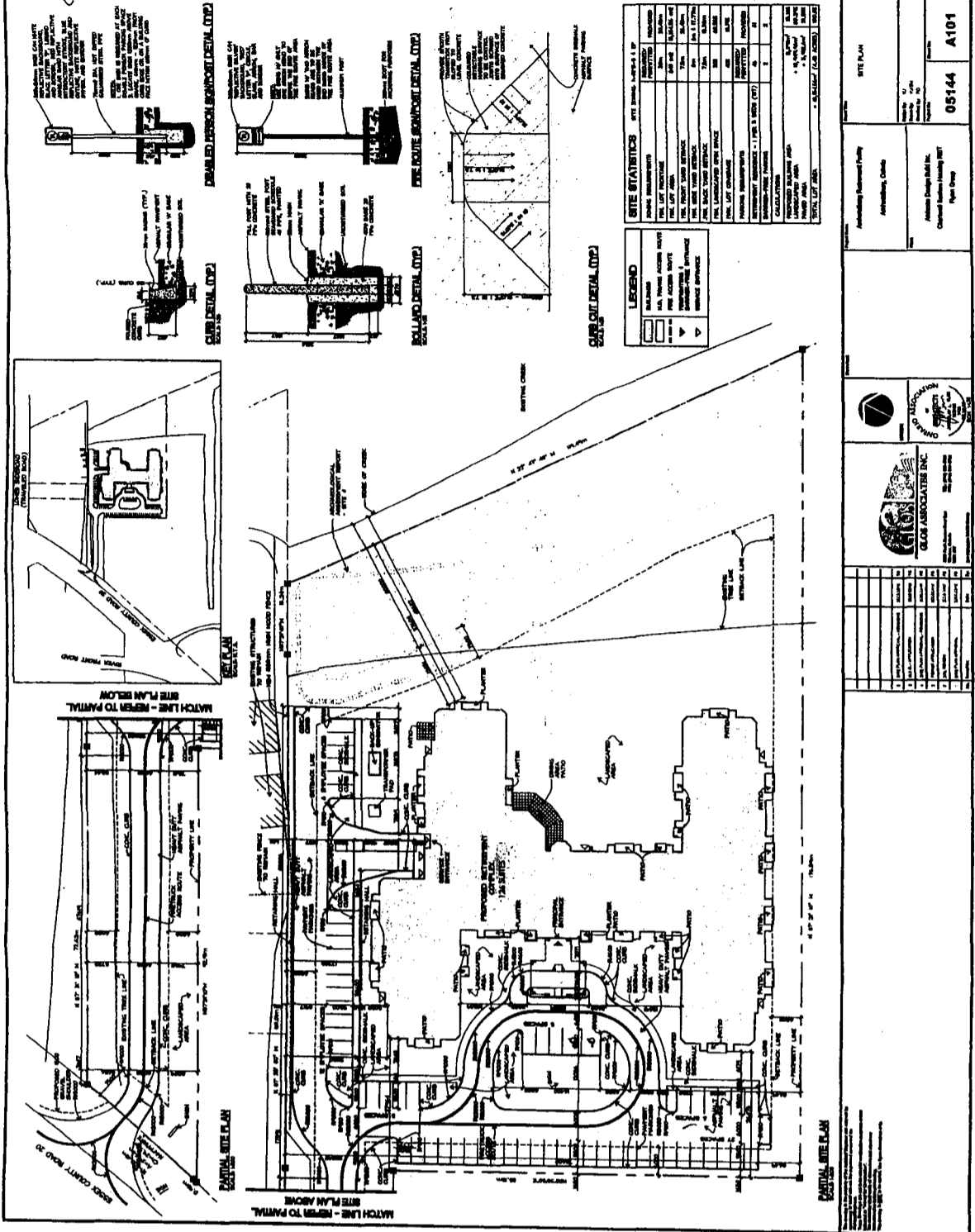
**SCHEDULE "A"**

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

Part Lot 5, Concession 1 (Malden)  
designated as Part 1, on Plan 12R-22400  
in the Town of Amherstburg,  
County of Essex,  
Province of Ontario

  
SCHEDULE "A" TO BY-LAW 2006-45  
DOMINIC AMICONE  
FRANK MILLER  
TOWN OF AMHERSTBURG  
MAYOR  
  
CLERK

SCHEDULED BY LAW 2004-05  
 DONOR: SACONE  
 BY: NEUER  
 TOWN OF WAREHOUSES  
 MAYOR: [Signature]  
 CLERK: [Signature]



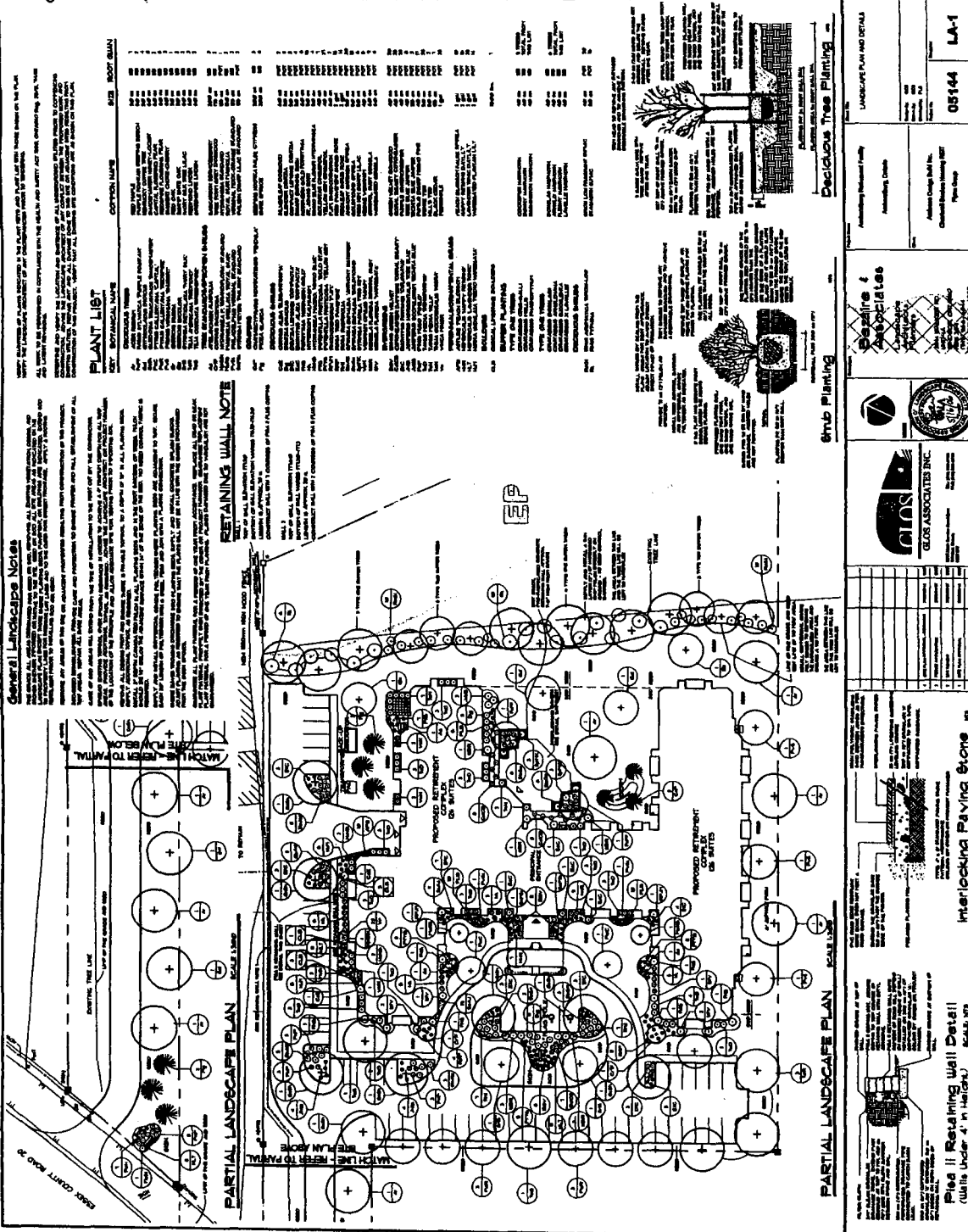
LEGEND	
---	EXISTING LOT
---	EXISTING BOUNDARY
---	PROPOSED BOUNDARY
---	PROPOSED LOT
---	PROPOSED BOUNDARY
---	PROPOSED BOUNDARY

SITE STATISTICS	
TOTAL AREA	50,000 SQ. FT.
TOTAL LOT AREA	50,000 SQ. FT.
TOTAL GROUND COVER	10,000 SQ. FT.
TOTAL OPEN SPACE	40,000 SQ. FT.
TOTAL IMPAVED AREA	40,000 SQ. FT.
TOTAL PARKING	100 SPACES
TOTAL WALKWAY	500 FT.
TOTAL BIKEWAY	500 FT.

<p style="text-align: center;"><b>GLM ASSOCIATES INC.</b></p> <p style="text-align: center;">ARCHITECTS &amp; ENGINEERS</p> <p style="text-align: center;">115 STATE STREET, SUITE 300 WARREN, RI 02886 TELEPHONE: (401) 863-1111 FAX: (401) 863-1112</p>				<p style="text-align: center;">OFFICE</p> <p style="text-align: center;">05144 A101</p>	
<p style="text-align: center;">DATE: 11/11/2004</p> <p style="text-align: center;">SCALE: AS SHOWN</p>					
<p style="text-align: center;">PROJECT: [Illegible]</p> <p style="text-align: center;">SHEET NO.: [Illegible]</p>					

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT  
 STATE OF CALIFORNIA  
 COUNTY OF ALBERQUERQUE  
 05144  
 LA-1  
 GLOS ASSOCIATES, INC.  
 1400 RIVINGTON DRIVE, SUITE 200  
 ALBUQUERQUE, NEW MEXICO 87104  
 TEL: 505-262-5000  
 FAX: 505-262-5001  
 WWW.GLOS.COM



<p>           GLOS ASSOCIATES, INC.            1400 RIVINGTON DRIVE, SUITE 200            ALBUQUERQUE, NEW MEXICO 87104            TEL: 505-262-5000            FAX: 505-262-5001            WWW.GLOS.COM         </p>	<b>Decision Tree Planting</b> ... ... ...
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**General Landscaping Notes**  
 THE LANDSCAPE ARCHITECT HAS CONDUCTED VISUAL AND MEASUREMENT SURVEYS OF THE SITE AND HAS PREPARED THIS PLAN BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND HIS OWN FIELD SURVEYS. THE LANDSCAPE ARCHITECT DOES NOT WARRANT THAT THE INFORMATION PROVIDED TO HIM WAS COMPLETE AND ACCURATE. THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR ANY CHANGES TO THE PLAN OR FOR ANY DAMAGE TO THE SITE OR PERSONS OR PROPERTY THEREON CAUSED BY ANY CONSTRUCTION OR FAILURE THEREOF. THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION OR FAILURE THEREOF. THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION OR FAILURE THEREOF. THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION OR FAILURE THEREOF.

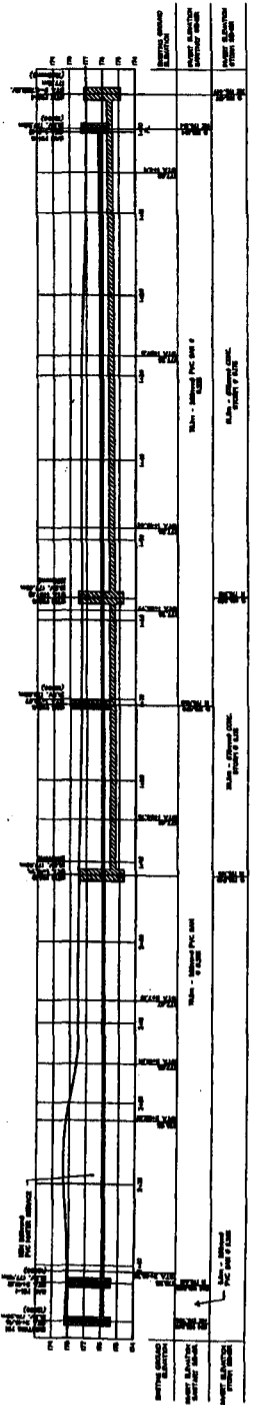
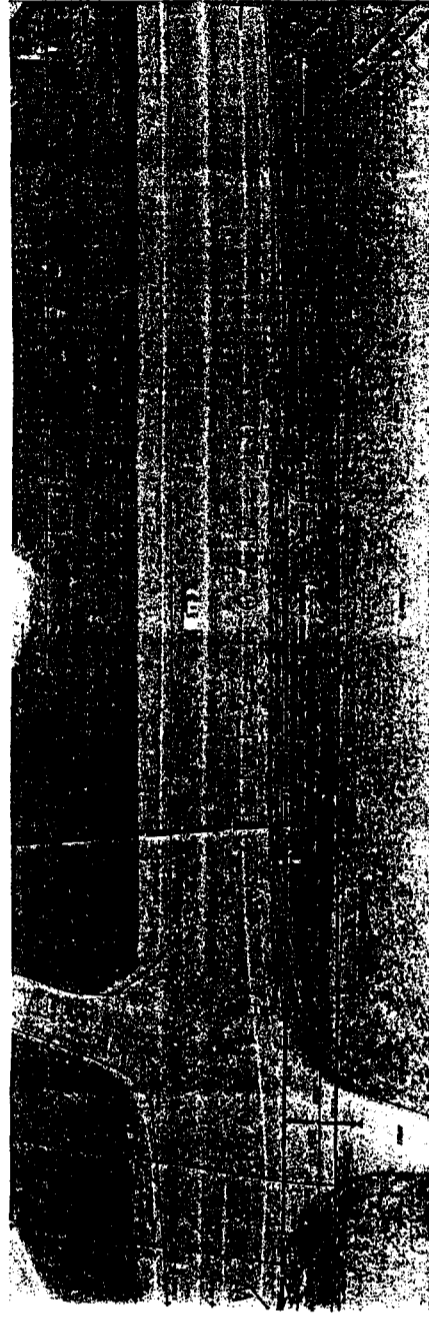
<b>PLANT LIST</b> COUNTRY NAME: MEXICO BOTANICAL NAME: ... COMMON NAME: ... SIZE: ... ROOT BALL: ...	<b>RETAINING WALL NOTE</b> RETAINING WALL SHALL BE 1' TALLER THAN FINISHED GRADE. ALL WALLS SHALL BE 12" WIDE ON TOP AND BOTTOM. ALL WALLS SHALL BE CONCRETE OR MADE FROM UNWEATHERED DIMENSIONAL STONE. ALL WALLS SHALL BE FINISHED WITH UNWEATHERED DIMENSIONAL STONE. ALL WALLS SHALL BE SET ON A 4" THICK CONCRETE FOOTING. ALL WALLS SHALL BE SET ON A 4" THICK CONCRETE FOOTING. ALL WALLS SHALL BE SET ON A 4" THICK CONCRETE FOOTING. ALL WALLS SHALL BE SET ON A 4" THICK CONCRETE FOOTING.	<b>Tree Planting</b> PLANTING DETAIL: ... PLANTING DETAIL: ... PLANTING DETAIL: ...	<b>Decision Tree Planting</b> ... ... ...
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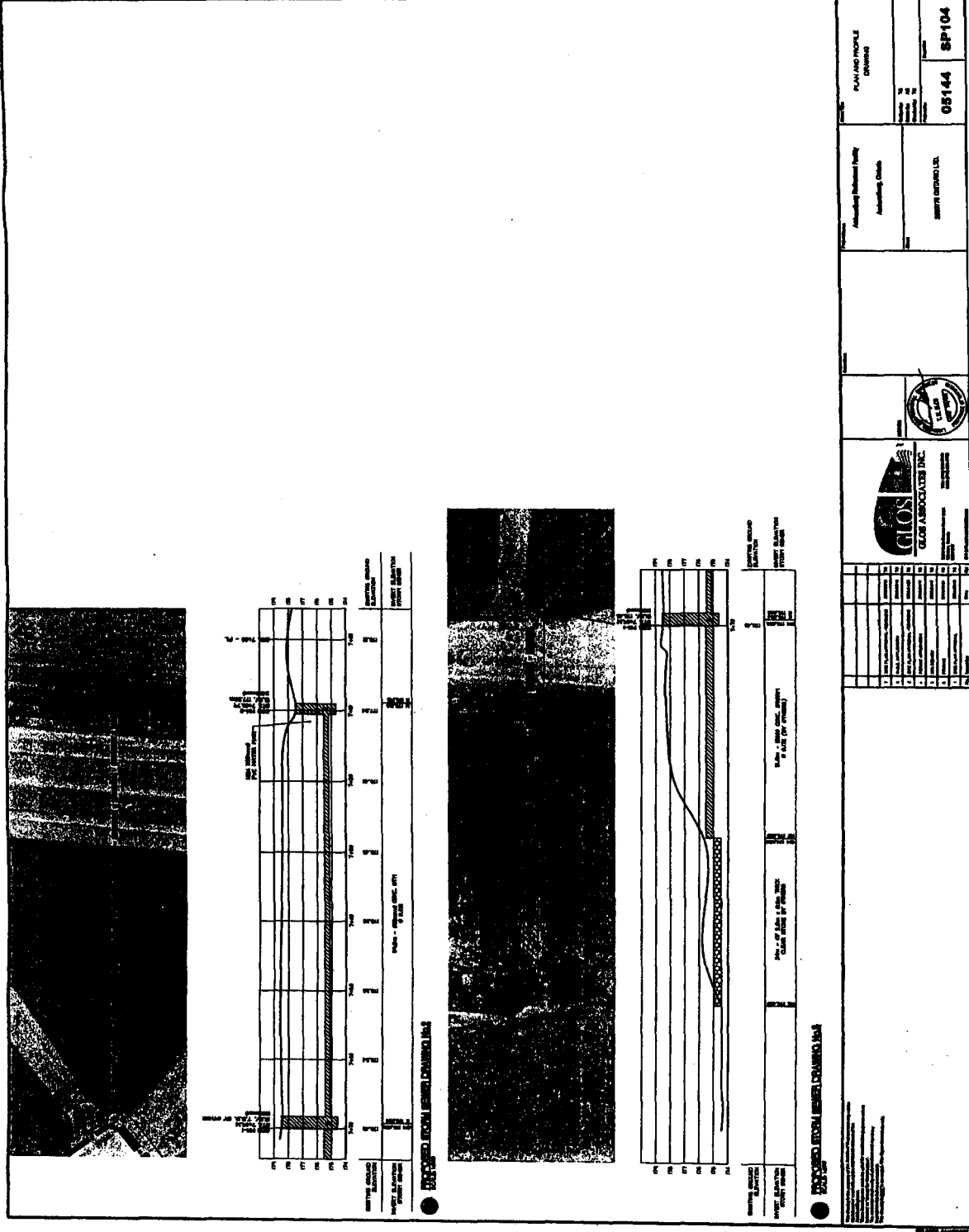


SPECIALTY LAW 2006-45  
 STATE OF WISCONSIN  
 EVAN J. JENSEN  
 COUNTY CLERK  
 SIGNATURE: *[Signature]*  
 DATE: *[Date]*



SECTION THROUGH DRIVEWAY (SEE DRAWING 104)

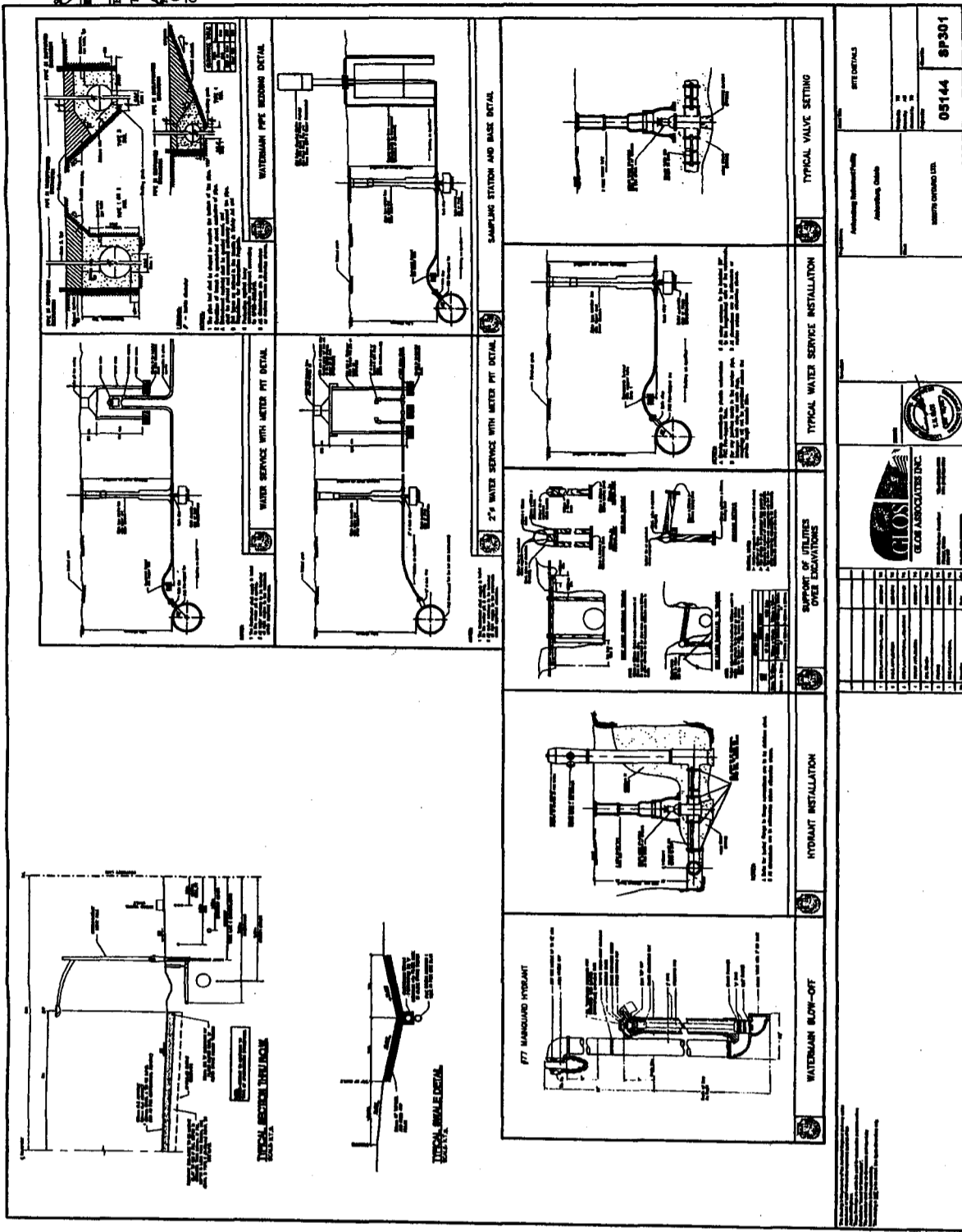
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PROJECT NAME: <i>[Blank]</i>		DATE: <i>[Blank]</i>
CLIENT: <i>[Blank]</i>		SCALE: <i>[Blank]</i>
DRAWN BY: <i>[Blank]</i>		CHECKED BY: <i>[Blank]</i>
APPROVED BY: <i>[Blank]</i>		DATE: <i>[Blank]</i>



GLOS GEOTECHNICAL CONSULTANTS INC.	05144	05144	SP104

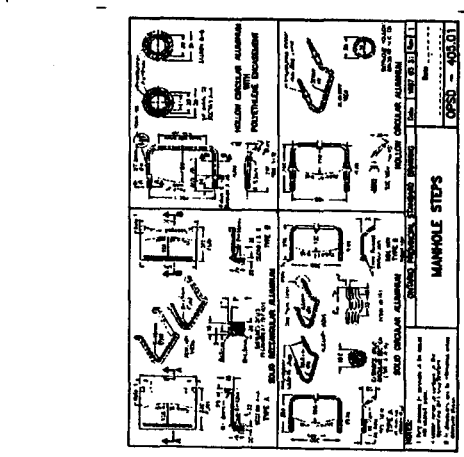
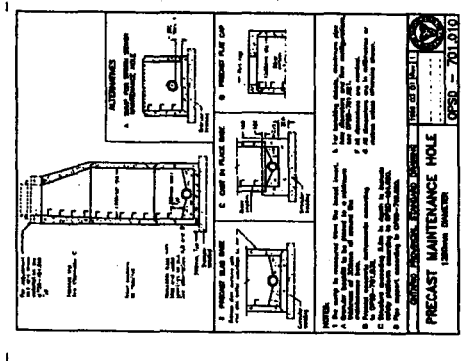
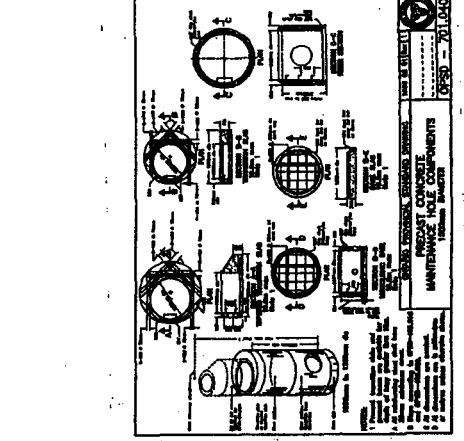
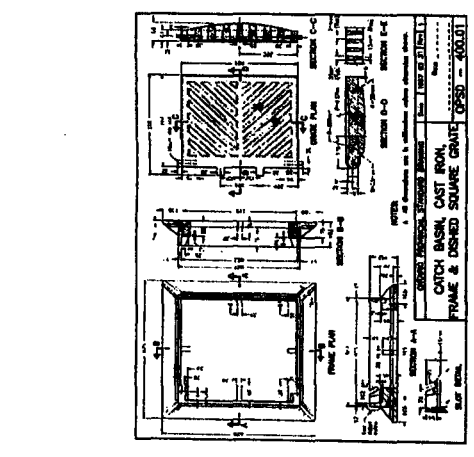
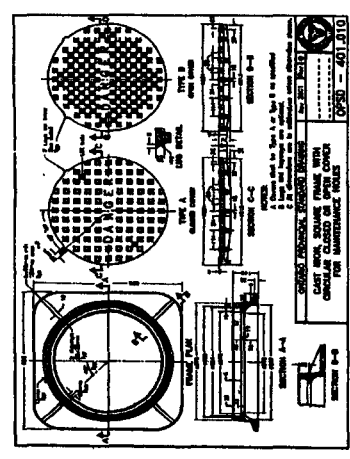
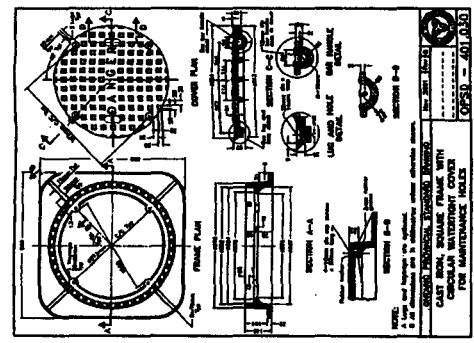


SCHEDULE "D" BY-LAW 2004-45  
 TOWN OF AMHERSTBURG  
 WATERWORKS DEPARTMENT  
 05144  
 8P301

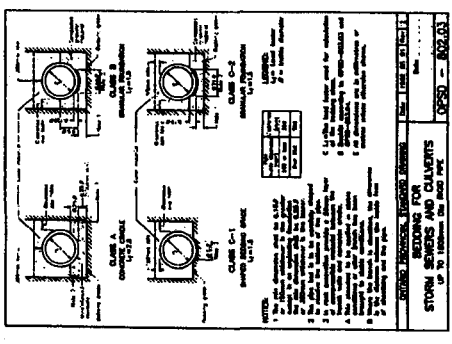
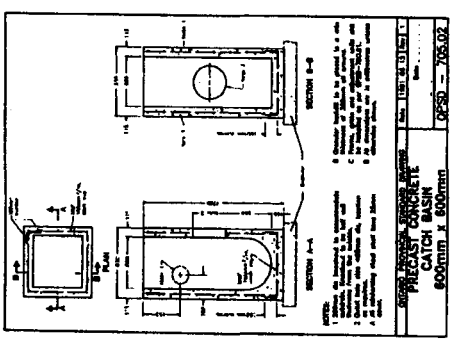
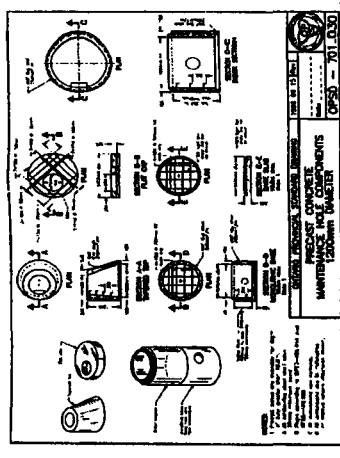
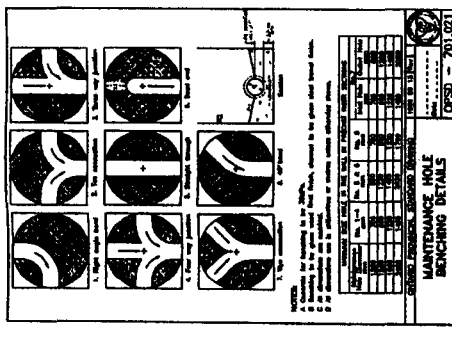
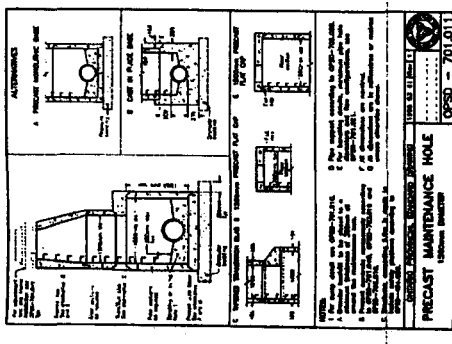


<p><b>GLOS</b> GLOS ASSOCIATES INC.</p>		<p>05144</p>	
<p>8P301</p>		<p>05144</p>	

PREPARED BY: LAW 2006-45  
 COUNTY: ANSONIA  
 ENGINEER: [Signature]  
 TOWN: AMHERSTBURG  
 [Signature]  
 CLERK

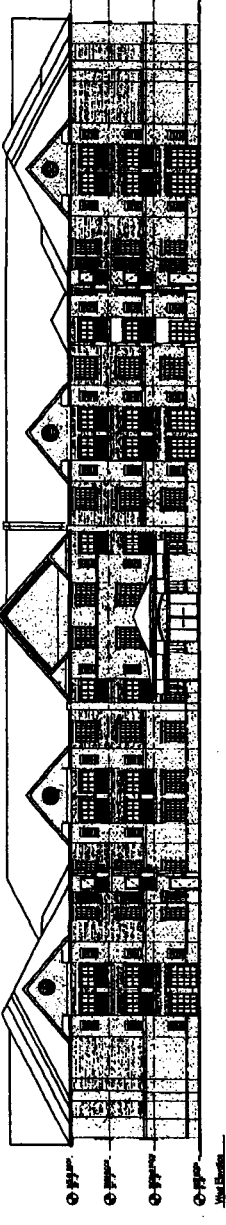
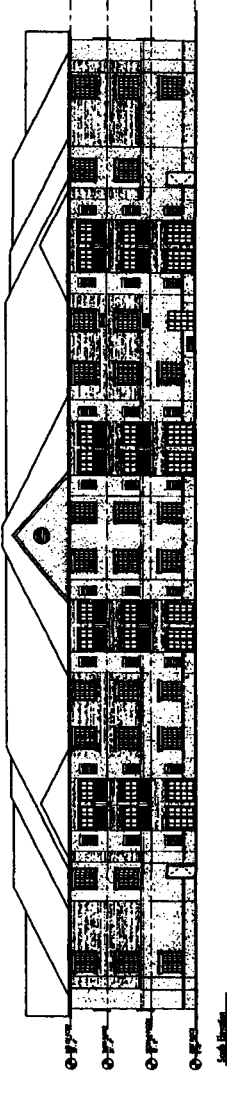
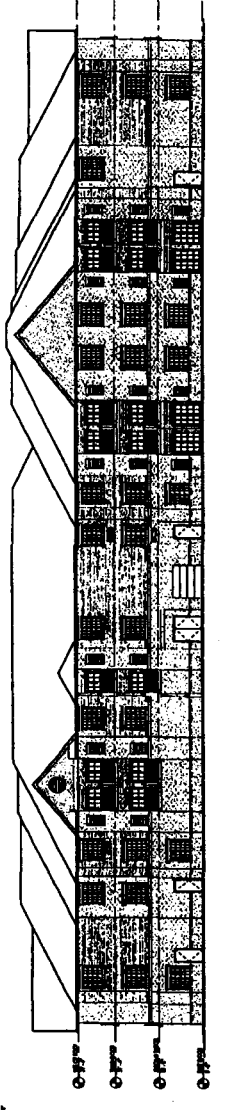
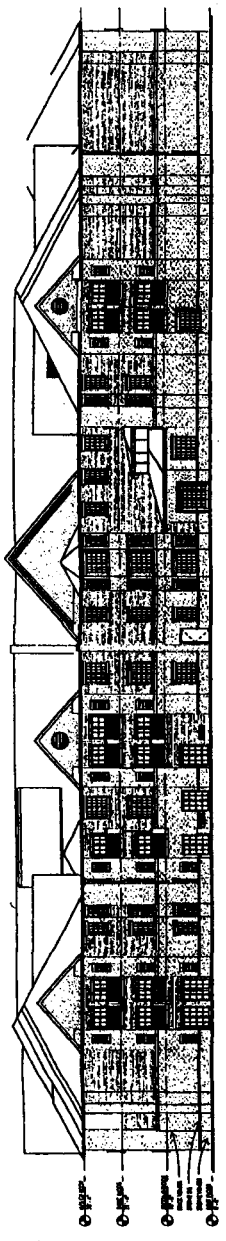


WITH DETAILS SHEET NO. 08144 PROJECT NO. SF302	
PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	
PROJECT NO. SF302 SHEET NO. 08144	



<p><b>PRECAST CONCRETE MANHOLES</b>                  SECTION 705.02</p>		<p><b>PRECAST CONCRETE CATCH BASIN</b>                  SECTION 705.02</p>		<p><b>STORM SEWERS AND DRAINS</b>                  SECTION 705.02</p>		<p><b>PRECAST CONCRETE MAINTENANCE HOLE</b>                  SECTION 705.02</p>	
<p>Quantity</p>		<p>Quantity</p>		<p>Quantity</p>		<p>Quantity</p>	
<p>Unit</p>		<p>Unit</p>		<p>Unit</p>		<p>Unit</p>	
<p>Material</p>		<p>Material</p>		<p>Material</p>		<p>Material</p>	
<p>Notes</p>		<p>Notes</p>		<p>Notes</p>		<p>Notes</p>	
<p>05144</p>		<p>05144</p>		<p>05144</p>		<p>05144</p>	
<p>BP303</p>		<p>BP303</p>		<p>BP303</p>		<p>BP303</p>	

SCHEDULED BY LAW 2006-45  
 SECURITY ALCOVES  
 BY ORDER  
 TOWN OF AMHERSTBURG  
 MAYOR  
 CLERK



**NOT FOR CONSTRUCTION**

**CIOS ASSOCIATES INC.**  
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