

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW 2007-26**

**A By-law authorizing the signing of a  
Development Agreement.**

**WHEREAS** 1537840 Ontario Ltd. has proposed the redevelopment of property at 89 Rankin Avenue for purposes of additional parking;

**AND WHEREAS** By-law 2036 passed August 11, 1988 authorized the signing of a Development Agreement for purposes of an addition to the Richmond Terrace Nursing Home;

**AND WHEREAS** By-law 2001-49 passed October 9, 2001 also authorized the signing of a Development Agreement for purposes of a further addition to Richmond Terrace Nursing Home;

**AND WHEREAS** the development proposed in By-law 2001-49 did not proceed

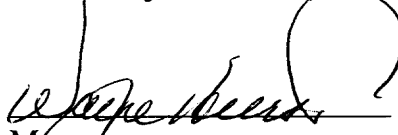
**AND WHEREAS** the Owner is proposing the construction of additional parking for Richmond Terrace Nursing Home

**AND WHEREAS** the Council of the Town of Amherstburg and Owners of the said property have agreed to the terms and conditions of an amending 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 By-law 2036 is hereby amended in accordance with the attached agreement insofar as it relates to the construction of additional parking and other amenities affected by the construction on the said lands and the Mayor and Clerk 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. That all other provisions and regulations of By-law 2036 will apply.
3. That By-law 2001-49 is hereby repealed.
4. 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 26<sup>th</sup> day of March, 2007.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified to be a true copy of By-law  
2007-26 passed by the Amherstburg  
Municipal Council on March 26, 2007.

FOR OFFICE USE ONLY

1546594

CERTIFICATE OF REGISTRATION  
CERTIFICATE OF REGISTRATION  
ESSEX COUNTY

2007 APR 16 13:49

LAND REGISTRATION

(1) Registry  Land Titles  (2) Page 1 of // pages

(3) Property Identifier(s) Block 70552 Property 0206(R) Additional: See Schedule

(4) Nature of Document  
**DEVELOPMENT AGREEMENT**

(5) Consideration  
Dollars \$

(6) Description  
**FIRSTLY:**  
Lots 35-36 Plan 2, Lots 7, 8 and 9, North side of Richmond Street, Plan 6; Amherstburg; Part of Lots 32, 33 and 34 Plan 2; Part of Lot 10, North Side of Richmond St, Plan 6, Amherstburg, designated as Parts 2-9 on Plan 12R-11280; Town of Amherstburg  
County of Essex

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(8) This Document provides as follows:  
See Development Agreement attached.

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

**TOWN CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor** Armando F. DeLuca, Q.C. 2007 04 13

(11) Address for Service  
**271 Sandwich St. S., Amherstburg, Ontario N9V 2A5**

(12) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature  
Y M D

**1537480 ONTARIO LTD. OWNER**

(13) Address for Service  
**284 Central Ave., London, Ontario N6B 2C8**

(14) Municipal Address of Property  
**89 Rankin Ave. Amherstburg, Ontario**

(15) Document Prepared by:  
**Armando F. DeLuca, Q.C.  
MOUSSEAU, DELUCA, MCPHERSON,  
PRINCE, LLP  
500-251 Goyeau St.  
Windsor, Ontario N9A 6V2**

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	60
Total	60

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_, 2007

THIS AGREEMENT made in triplicate this 26<sup>th</sup> day of March, 2007.

**BETWEEN: 1537480 ONTARIO LTD.**

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 Corporation passed By-law 2036 on August 11, 1988 providing for the execution of a Development Agreement for an addition to the Richmond Terrace Nursing Home on the subject property;

**AND WHEREAS** the Owner proposes the construction of additional parking on the said lands 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" – Overall Site Plan and Partial Site Plan  
SCHEDULE "C" – Partial Grading/Drainage Plan

SCHEDULE "D" – Partial Landscaping Plan

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
  - (a)
    - (i) The location of existing buildings and structures;
    - (ii) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles;
    - (iii) Walkways and all other means of pedestrian access;
    - (iv) The location and provision for the collection and storage of garbage and other waste materials.
  - (b) Partial Site Plan – new parking area.
4. Schedule "C" hereto shows:
  - (a) Partial Grading/Drainage Plan – new parking area.
5. Schedule "D" hereto shows:
  - (a) Partial Landscaping Plan – new parking area.
6. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Lines Corporation, Union Gas and Bell Canada regarding any matters that relate to services provided by Essex Power Lines Corporation, Union Gas and Bell Canada.
7. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and the Essex Region Conservation Authority.
8. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like 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.
9. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
10. 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.
11. 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.
12. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

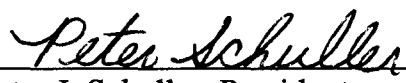
13. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "B" and "C" so that no such water will flow along the surface from the said lands onto any adjoining lands. Upon location of the existing storm sewer service it is to be videoed, and the subject service to be approved by the Corporation's Public Works Manager for use as the catchbasin outlet. A permanent cleanout for the storm sewer connection must be supplied at the property line. If determined by the Corporation that the storm sewer pipe is undersized or in disrepair, a new storm sewer lateral will be installed in accordance with and to the satisfaction of the Corporation's Public Works Manager.
14. The Owner shall be responsible for removing the existing water meter pit which serviced the building to be demolished on the said lands, and the watermain will be exposed and main stop turned off on the north side of Rankin Avenue in accordance with and to the satisfaction of the Corporation's Public Works Manager.
15. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Development Manual 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.
16. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "D". 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.
17. 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 like 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.
18. 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.

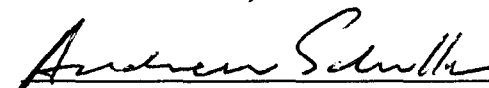
19. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
  - (1) The progress of development;
  - (2) The state of maintenance as provided for in this Agreement.
20. 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.
21. 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.
22. 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.
23. In the event that an Owner should fail to obey a stop work order issued under Section 20 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
24. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 21 or after notice of an opinion, which Council of the Corporation determines is correct under Section 22, 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of building and structures is required as part of the site plan agreement in addition to financial security in the amount of 100% for all off-site works required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Public Works Manager. Once the Town has inspected and approved the construction of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.
30. 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.

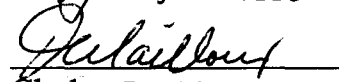
**OWNER: 1537480 ONTARIO LTD.**

  
Peter J. Schuller, President

  
Andrew Schuller, Vice-President

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
Mayor Wayne Hurst

  
Clerk David Mailloux

Authorized and approved by By-law No. 2007-26  
enacted the 26<sup>th</sup> day of March, 2007.

**SCHEDULE "A"**

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

FIRSTLY: Lots 35 & 36, Plan 2, Lots 7, 8 & 9, North Side of Richmond Street, Plan 6, Part Lots 32, 33 & 34, Plan 2 and Part Lot 10, North Side of Richmond Street, Plan 6, Town of Amherstburg, County of Essex, Designated as Parts 2-9 on Plan 12R-11280 – PIN 70552 0206 (R);

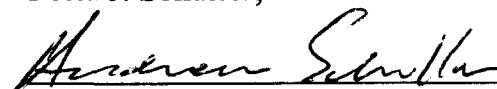
SECONDLY: Part Lot 6, North Side of Richmond Street, Plan 6, Town of Amherstburg, County of Essex, as in R966678 – PIN 70552 – 0199 (LT);

THIRDLY: Lot 31 and Part Lot 32, Plan 2, Town of Amherstburg, County of Essex, as in R1351673 – PIN 70552 0162 (LT);

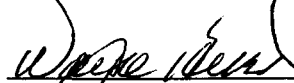
FOURTHLY: Part Lots 33-34, Plan 2, Town of Amherstburg, County of Essex as in R1040341 – PIN 70552 0167 (LT).


**OWNER: 1537480 ONTARIO LTD.**

  
Peter J. Schuller, President

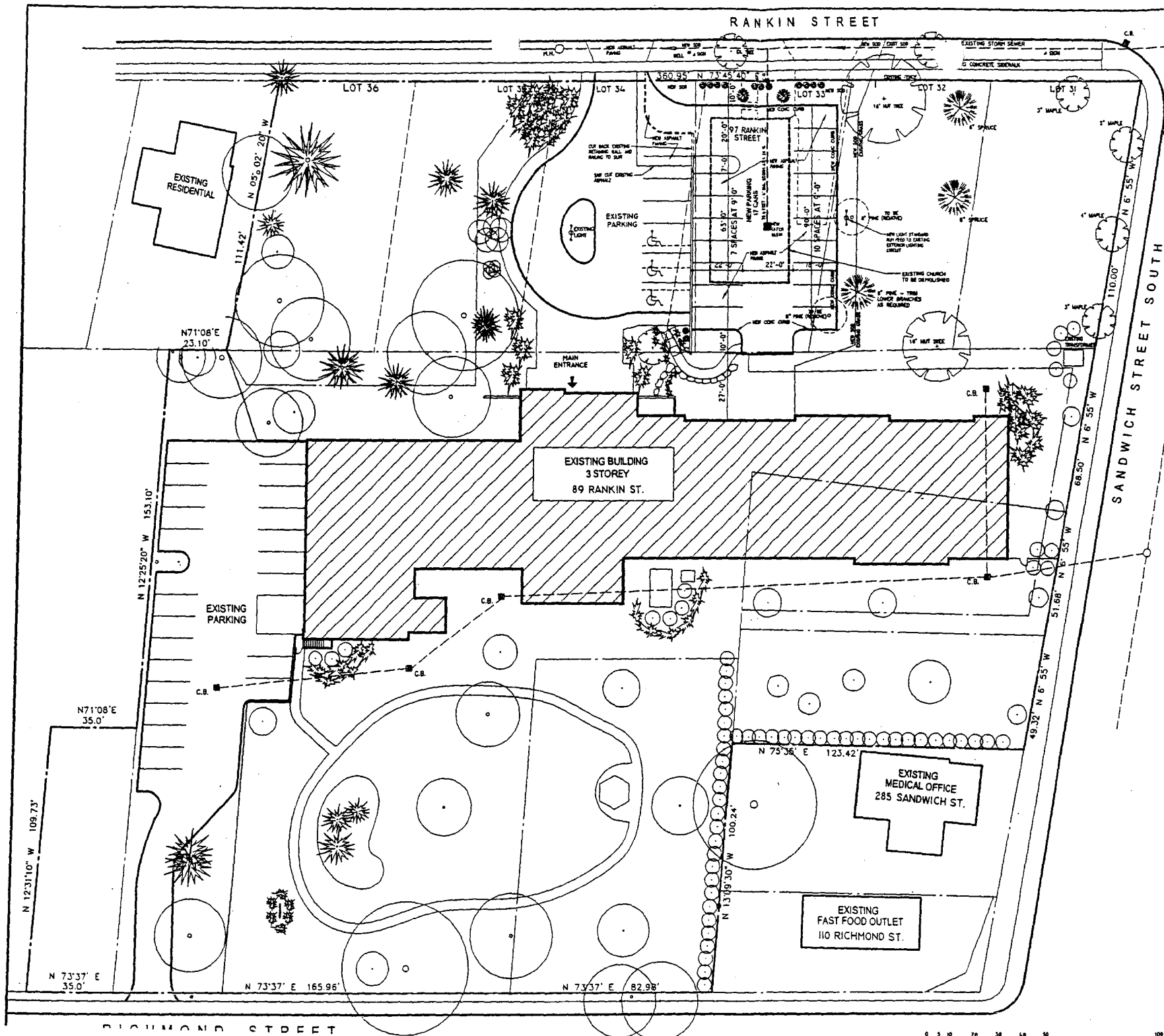
  
Andrew Schuller, Vice-President

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
Mayor Wayne Hurst

  
Clerk David Mailloux

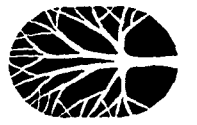




SCHEDULE "B" TO BY-LAW 2007-26  
 1537840 ONTARIO LIMITED  
*Peter Schuller*  
 PETER J. SCHULLER, PRESIDENT  
*Andrew Schuller*  
 ANDREW SCHULLER, VICE-PRESIDENT  
 TOWN OF AMHERSTBURG  
*Walter Decker*  
 MAYOR  
*Debra Wilton*  
 CLERK



**APANS Health Services**  
 284 Central Ave. London Ont. N6B 2C8  
 (519) 872-8890 Fax (519) 872-8729



**SITE PLAN**  
 SCALE 1" = 40'-0"

LOTS 31, 32, 33, 34, 35 & 36  
 REGISTERED PLAN NO. 2  
 LOTS 7, 8, 9 & PART LOT 10  
 REGISTERED PLAN NO. 6  
 TOWN OF AMHERSTBURG  
 COUNTY OF ESSEX

**SITE DATA**

SITE AREA	130,268 SQ. FT. (2.99 A) 12,102.3 SQ. M. (1.21 ha)
EXISTING PARKING	33 CARS
EXISTING PARKING LOST	2 CAR
NEW PARKING ADDED	17 CARS
PROPOSED TOTAL PARKING	48 CARS
EXISTING BUILDING AREA	19,425 SQ. FT. 1,804.6 SQ. M.

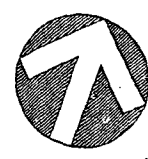
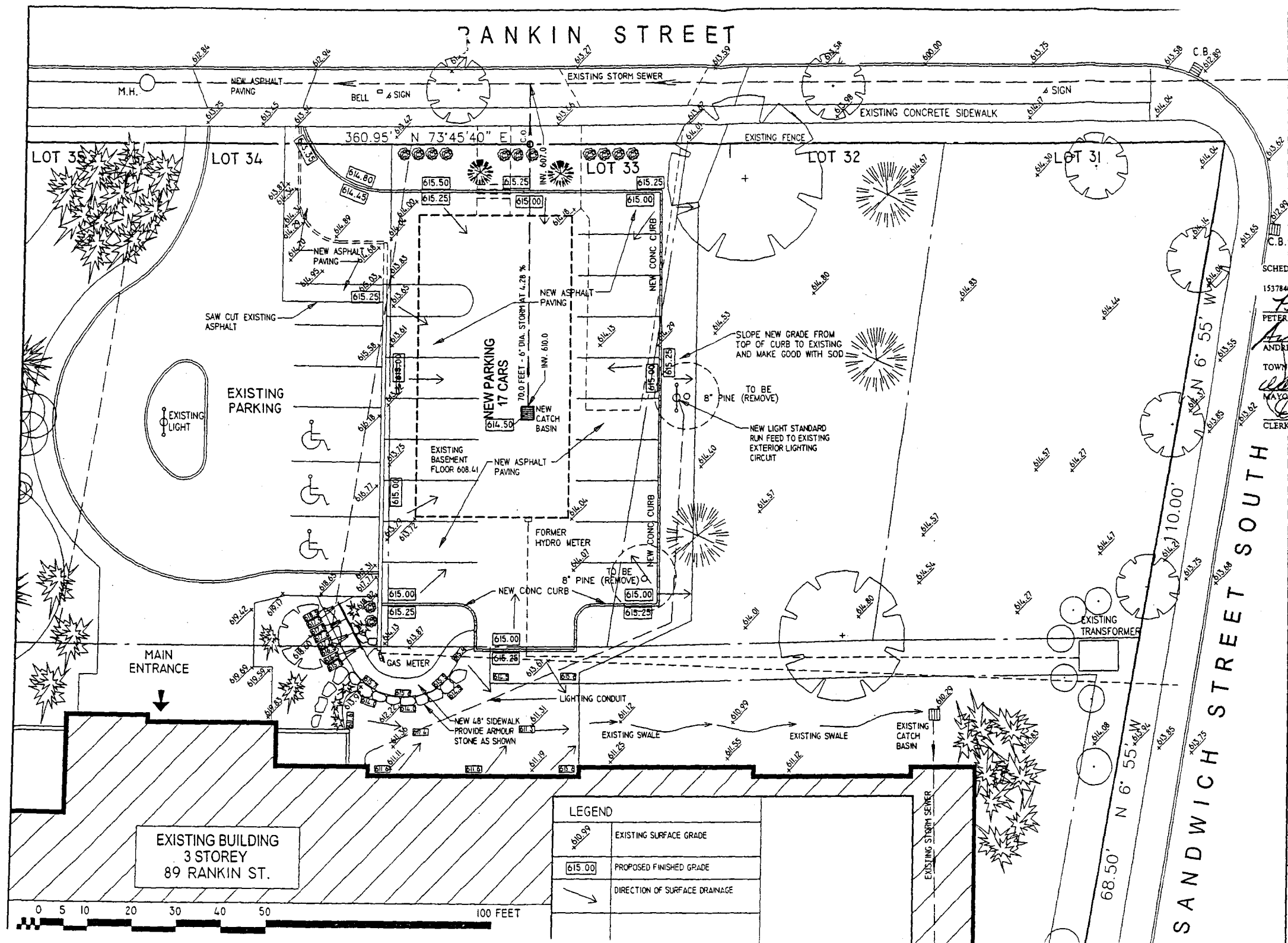
**RICHMOND TERRACE L.T.C.F.**  
 AMHERSTBURG, ONTARIO  
 89 RANKIN STREET  
**CHURCH DEMO / PARKING LOT INST.**

Scale 1" = 40'-0"  
 Date MAR 07  
 File O1-07  
 Drawn W.J.P.

The SITE PLAN

Drawing No.  
**A1**



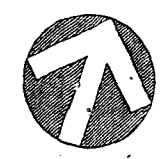
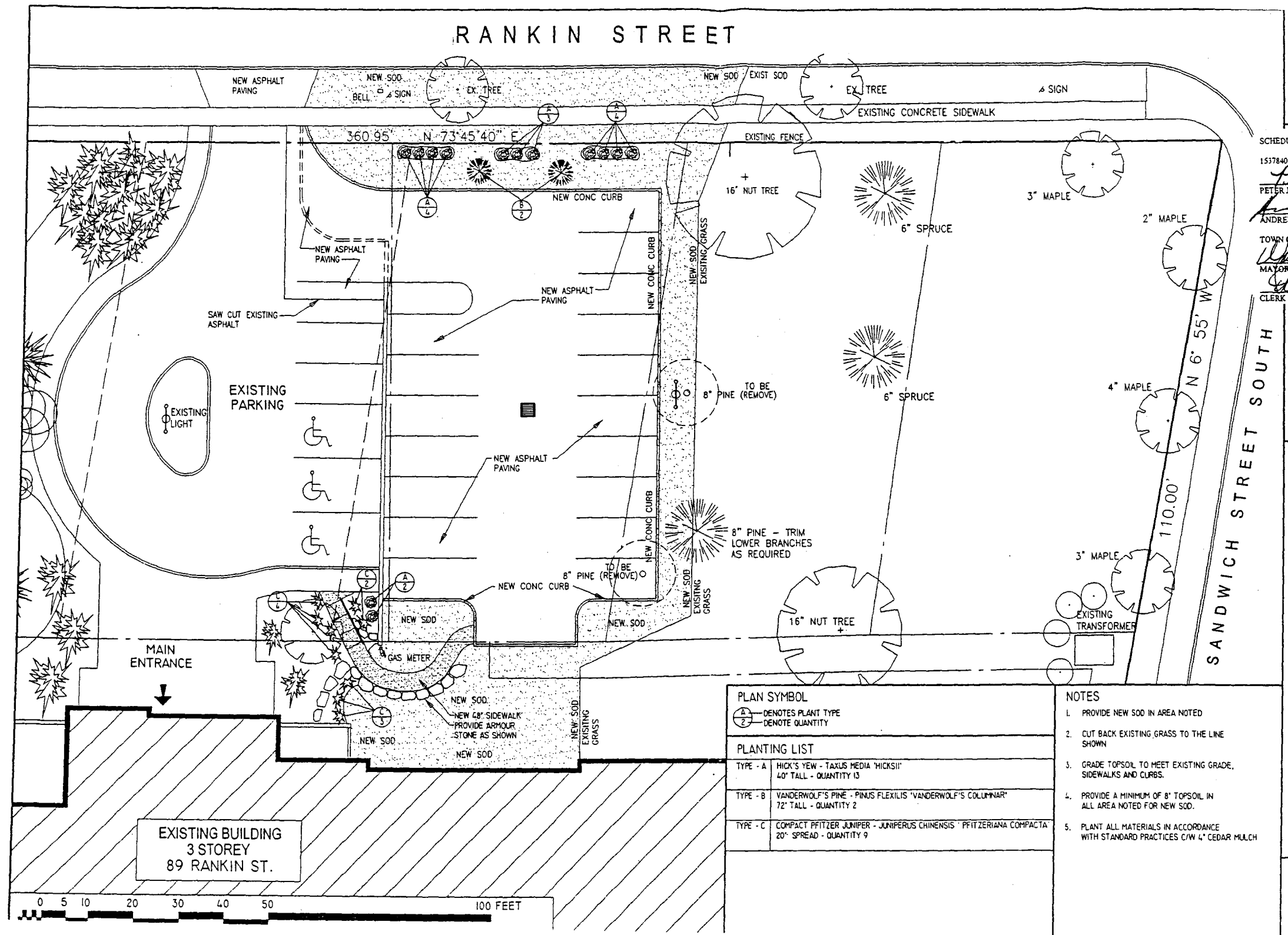


**NS Services**  
 London Ont. N6B 2C8  
 Fax (519) 672-8729

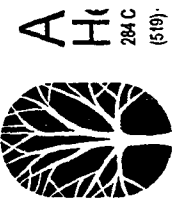
SCHEDULE "C" TO BY-LAW 2007-26  
 1537840 ONTARIO LIMITED  
*Peter Schuller*  
 PETER J. SCHULLER, PRESIDENT  
*Andrew Schuller*  
 ANDREW SCHULLER, VICE-PRESIDENT  
 TOWN OF AMHERSTBURG  
*Walter Wilson*  
 MAYOR  
*Debra Boush*  
 CLERK

**RICHMOND TERRACE L.T.C.F.**  
 89 RANKIN STREET  
 AMHERSTBURG, ONTARIO

Drawing No. **S1**  
 Scale: 1" = 20'-0"  
 Date: MAR 70  
 Drawn: W.J.P.  
 Checked: J.A.N.



SCHEDULE "D" TO BY-LAW 2007-26  
 1537840 ONTARIO LIMITED  
*Peter Schuller*  
 PETER J. SCHULLER, PRESIDENT  
*Andrew Schuller*  
 ANDREW SCHULLER, VICE-PRESIDENT  
 TOWN OF AMHERSTBURG  
*Mayor*  
 MAYOR  
*Clerk*  
 CLERK



RICHMOND TERRACE L.T.C.F.  
 AMHERSTBURG, ONTARIO  
 89 RANKIN STREET  
 Date: \_\_\_\_\_  
 Scale: \_\_\_\_\_  
 File: \_\_\_\_\_  
 Draw: \_\_\_\_\_

PLAN SYMBOL	
(A)	DENOTES PLANT TYPE
(2)	DENOTE QUANTITY
PLANTING LIST	
TYPE - A	HICK'S YEW - TAXUS MEDIA 'HICKSII' 40' TALL - QUANTITY 13
TYPE - B	VANDERWOLF'S PINE - PINUS FLEXILIS 'VANDERWOLF'S COLUMNAR' 72' TALL - QUANTITY 2
TYPE - C	COMPACT PFITZER JUNIPER - JUNIPERUS CHINENSIS 'PFITZERIANA COMPACTA' 20" SPREAD - QUANTITY 9

- NOTES**
1. PROVIDE NEW SOD IN AREA NOTED
  2. CUT BACK EXISTING GRASS TO THE LINE SHOWN
  3. GRADE TOPSOIL TO MEET EXISTING GRADE, SIDEWALKS AND CURBS.
  4. PROVIDE A MINIMUM OF 8" TOPSOIL IN ALL AREA NOTED FOR NEW SOD.
  5. PLANT ALL MATERIALS IN ACCORDANCE WITH STANDARD PRACTICES C/W 4" CEDAR MULCH

EXISTING BUILDING  
 3 STOREY  
 89 RANKIN ST.

