

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2007-79

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

DES

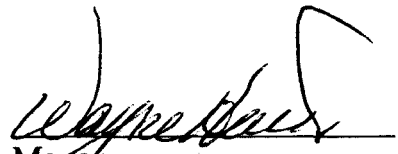
WHEREAS Conseil Scolaire De District Ecoles Catholiques Du Sud-Ouest has proposed the development of property described as Part Lot 22, Concession 2 designated as Part 1, Plan 12R-23113 for use as an elementary school;

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 5th day of November, 2007.




Mayor



Clerk

Certified to be a true copy of By-law
No. 2007-79 passed by the Amherstburg
Municipal Council on November 5th, 2007.



The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 70564 - 0090 LT
Description PT LOT 22 CON 2 AMHERSTBURG DESIGNATED AS PT 2 12R23252 T/W A RIGHT OVER PTS 3, 4, 12R23252 AS IN CE304452.
Address AMHERSTBURG

PIN 70564 - 0089 LT
Description PT LOT 22 CON 2 AMHERSTBURG DESIGNATED AS PT 1 12R23252; T/W A RIGHT OVER PTS 3, 4, 12R23252, AS IN CE304451.
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, On
N9V 2A5

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

This document is being authorized by a municipal corporation Lory Bratt, AMCT Planning Coordinator.

Party To(s)

Capacity

Share

Name CONSEIL SCOLAIRE DE DISTRICT DES ECOLES CATHOLIQUES DU SUD-OUEST Registered Owner
Address for Service 7515, promenade Forest Glade Windsor, On N8T 3P5

I, Carolyn Miljan, Assistant Superintendent of Business, 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 Signed 2008 05 14
Windsor Applicant(s)
N9A 6V2
Tel 519-258-0615
Fax 5192586833

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE 500 251 Goyeau Street 2008 05 14

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 18

File Number

Applicant Client File Number : 23458

Party To Client File Number : 23458

DEVELOPMENT AGREEMENT

Registered _____, 2007.

THIS AGREEMENT made in triplicate this 5th day of November, 2007.

BETWEEN: Conseil Scolaire De District Des Écoles
Catholiques Du Sud-Ouest

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 an Elementary School 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

SCHEDULE "D" – Elevations
SCHEDULE "E" – Site Servicing Plan
SCHEDULE "F" – Lot Grading Plan
SCHEDULE "G" – Pavement Plan
SCHEDULE "H" – Landscape Plan and Details

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) Site Details
5. Schedule "D" hereto shows:
 - (a) Exterior Building Elevations
6. Schedule "E" hereto shows:
 - (a) Site Servicing Plan
7. Schedule "F" hereto shows:
 - (a) Lot Grading Plan
8. Schedule "G" hereto shows:
 - (a) Pavement Plan
9. Schedule "H" hereto shows:
 - (a) Landscape Plan and Details
10. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada.
11. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of the Environment and the Essex Region Conservation Authority.

13. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "D".
14. 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.
15. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
16. 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.
17. 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.
18. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
19. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedules "E" and "F" 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.
20. 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.
21. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual and, 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.
22. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "H". 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.
23. All driveways for emergency vehicles shall:
 - (1) Be connected with a public thoroughfare;
 - (2) Be designed and constructed to support expected loads imposed by

- (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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. In the event that an Owner should fail to obey a stop work order issued

30. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 27 or after notice of an opinion, which Council of the Corporation determines is correct under Section 28, 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.
31. 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.
32. 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.
33. 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.
34. The Owner shall connect to the existing 150mm diameter watermain located along the east side of Fryer Street. All works associated with the Municipal watermain shall be in accordance with and under the supervision of the Public Works Manager.
35. The Owner and Corporation acknowledge that the Corporation is currently studying the size and cost of installing a sanitary trunk sewer along Fryer Street from Simcoe Street to Pickering. The Owner shall be responsible for equivalent costs of the materials, installation and engineering costs associated with the required sanitary sewer for the subject development being a 200 mm diameter sewer from the proposed manhole on Simcoe Street southerly to the proposed location of the school service which is 35 m north of the south property line:

240.1 m of 200 mm diameter sewer @ \$210.00 per 1.m =	\$50,400.00
3 precast manholes (1200mm diameter) @ \$4,000.00 each =	12,000.00

Sub-total:	\$62,400.00
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36. The Owner and Corporation acknowledge that there is an existing open municipal drain located along the west side of the subject property known as the 2nd Concession Drain and is a municipal drain pursuant to the Ontario Drainage Act. Enclosure of the open drain is required. The recommended pipe is 1800mm diameter concrete pipe and concrete manholes. The work of enclosing the municipal drain requires the design and report of a drainage engineer pursuant to the provisions of the Ontario Drainage Act and subject to all environmental approvals. The Owner shall be responsible for all costs associated with enclosing the open drain for that portion of the enclosure located along Parts 1 and 2 of Reference Plan 12R-23113 being the school site and municipal park land.

37. The Owner and Corporation acknowledge that Fryer Street requires improvements to an urban cross section including concrete curb and gutters, catchbasins, drainage, sidewalks and streetlighting from Simcoe Street southerly to the south end of curve radius at Pickering. The Owner shall be responsible for 100% of these costs as follows:

1. Excavation	\$ 19,000.00
2. Granular A	65,300.00
3. Asphalt	53,850.00
4. Curbs	21,000.00
5. Big O curb drainage	9,850.00
6. Catch basins	37,000.00
7. Street lighting	18,000.00
8. Sidewalks	<u>36,700.00</u>
Sub-total	\$260,700.00
Engineering & Contingencies	<u>39,300.00</u>
TOTAL	<u>\$300,000.00</u>

38. The Owner shall be responsible for drainage, grading and seeding of the parkland area being Part 2 on Plan 12R-23113 in accordance with and under the supervision of the Public Works Manager. The park will be jointly used by the Corporation and the Owner. A separate agreement will be required to accommodate this arrangement.

39. The Owner agrees to a 3.0 metre conveyance to the Corporation for purposes of road widening along Fryer Street at no cost to the Corporation.

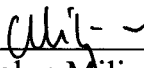
40. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 427 of The Municipal Act shall apply.

certified estimate of the cost of the on-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 works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of the on-site improvements.

42. 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.

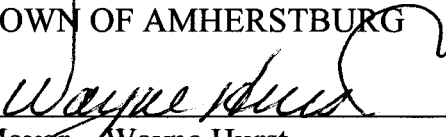
IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: Conseil Scolaire De District Des
Ecoles Catholiques Du Sud-Ouest



Carolyn Miljan
Surintendant Adjoint Des Affaires
(Assistant Superintendent of Business)

CORPORATION OF THE
TOWN OF AMHERSTBURG



Mayor - Wayne Hurst



Clerk - Pamela Malott

Authorized and approved by
By-law 2007-79 enacted the
5th day of November, 2007.

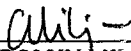
SCHEDULE "A"

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

Part of Lot 22, Concession 2
Geographic Township of Malden
Designated as Parts 1 and 2 on Plan 12R-23252
now in the Town of Amherstburg
County of Essex
Province of Ontario

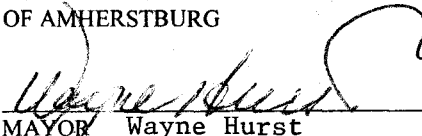
(FORMERLY DESCRIBED AS PT 1 ON 12R-23113)

CONSEIL SCOLAIRE DE DISTRICT DES
ÉCOLES CATHOLIQUES DU SUD-OUEST

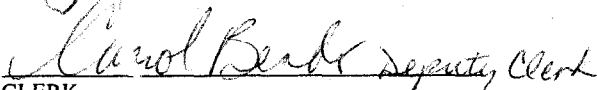


CAROLYN MILJAN
SURINTENDANT ADJOINT DES AFFAIRES
(Assistant Superintendent of Business)

CORPORATION OF THE TOWN
OF AMHERSTBURG

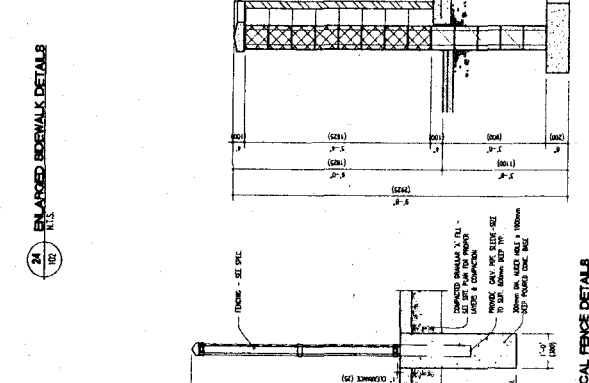
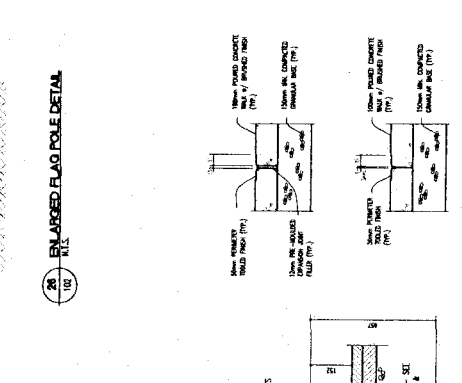
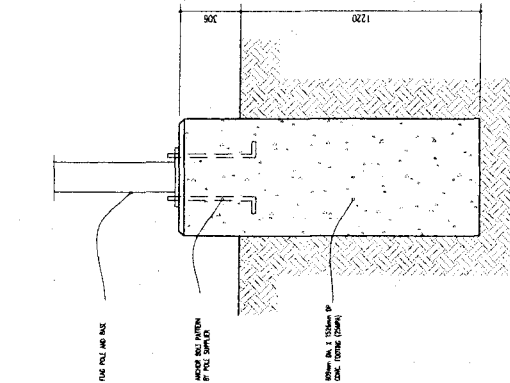
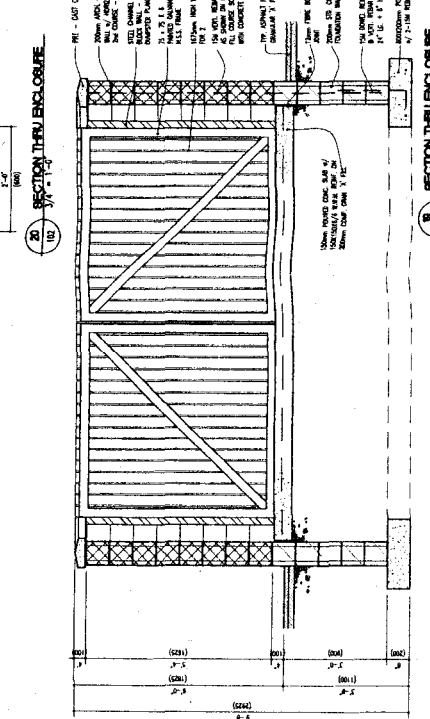
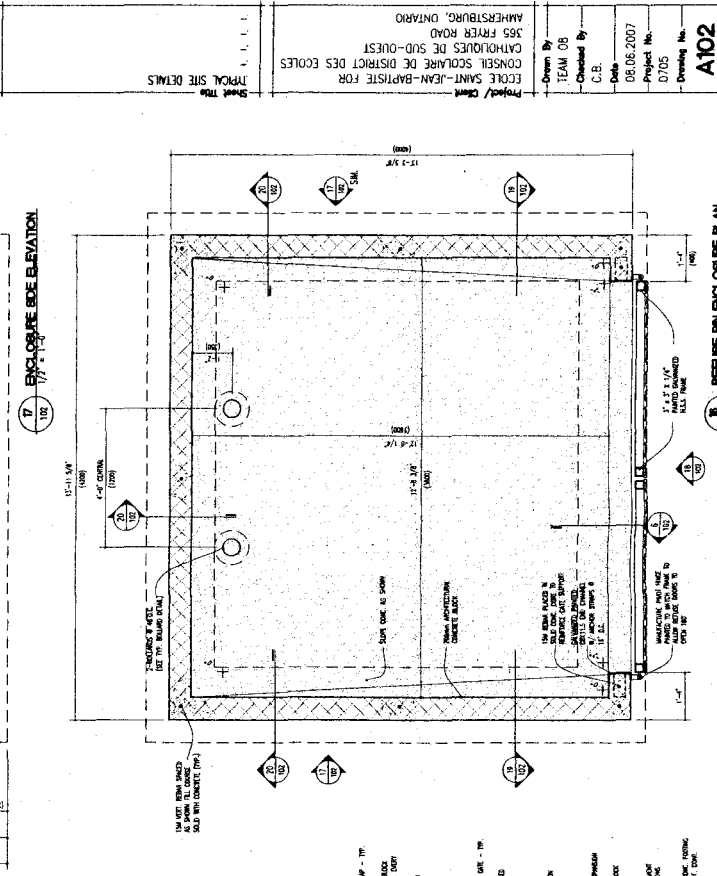
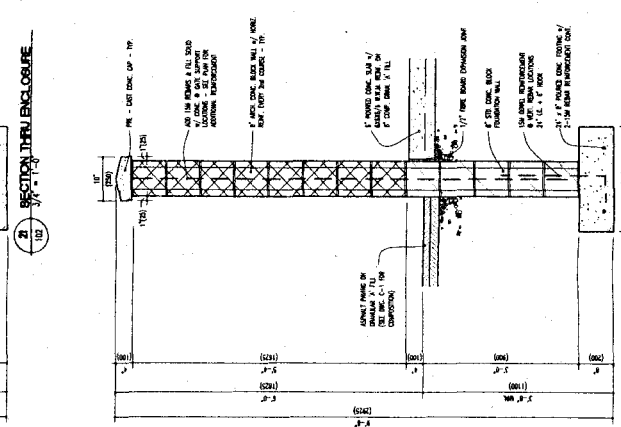
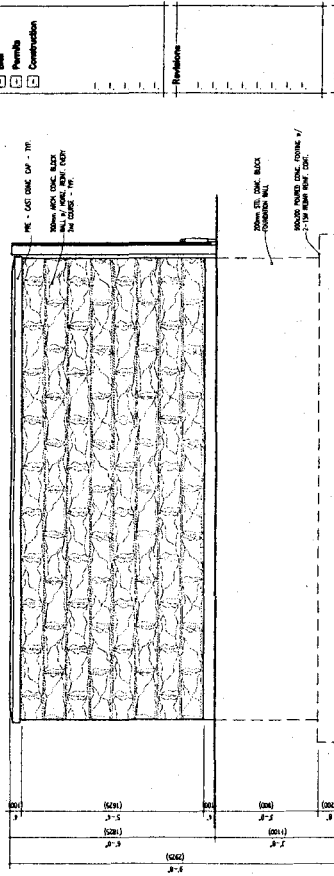
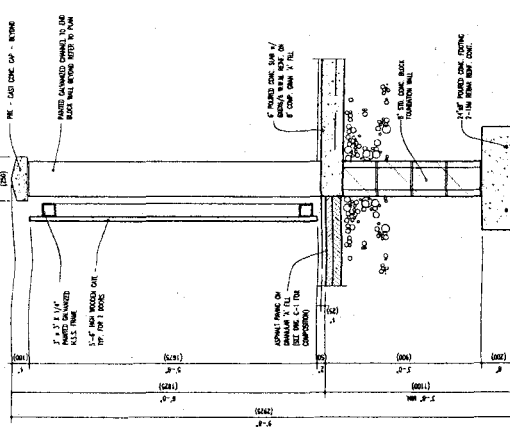
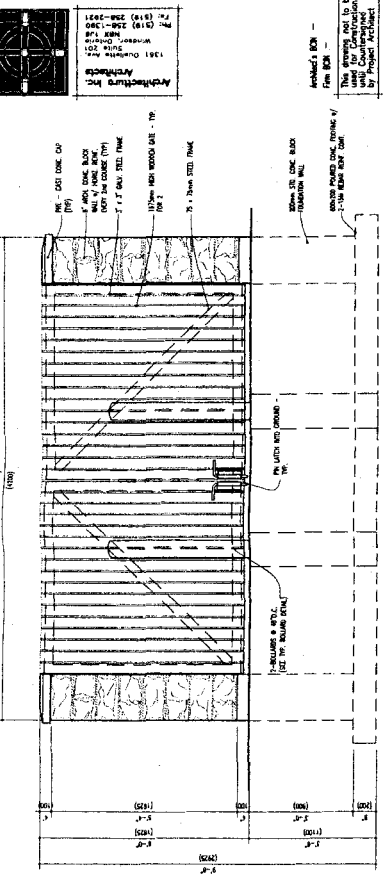


MAYOR Wayne Hurst



CLERK Carol Bendo - Deputy-Clerk

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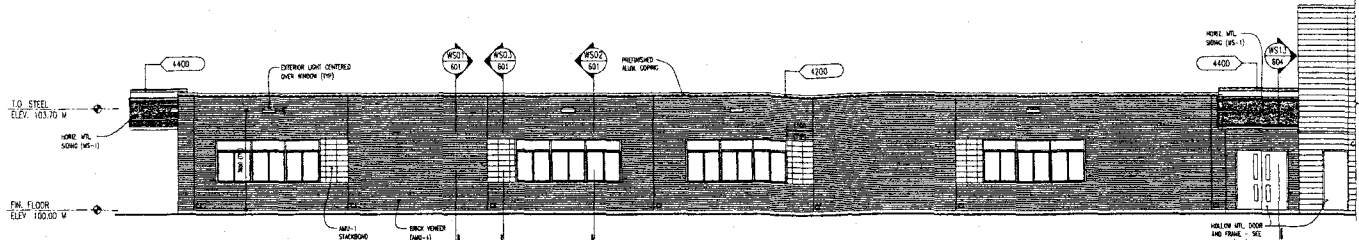


Architects Inc.
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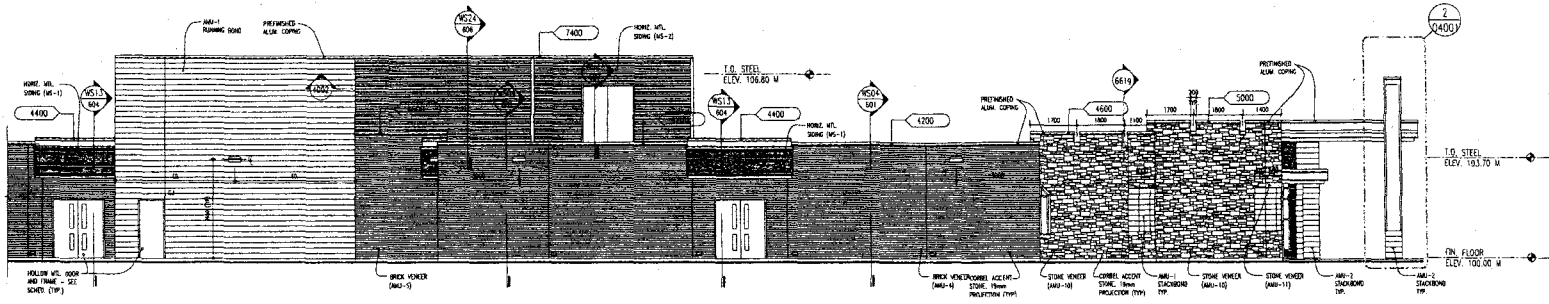
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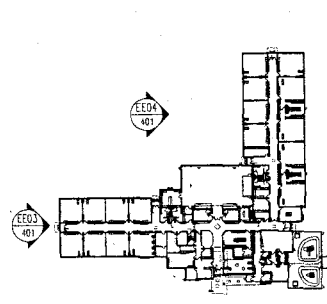
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EE04 LEFT SIDE ELEVATION - PARTIAL
 401 1:100

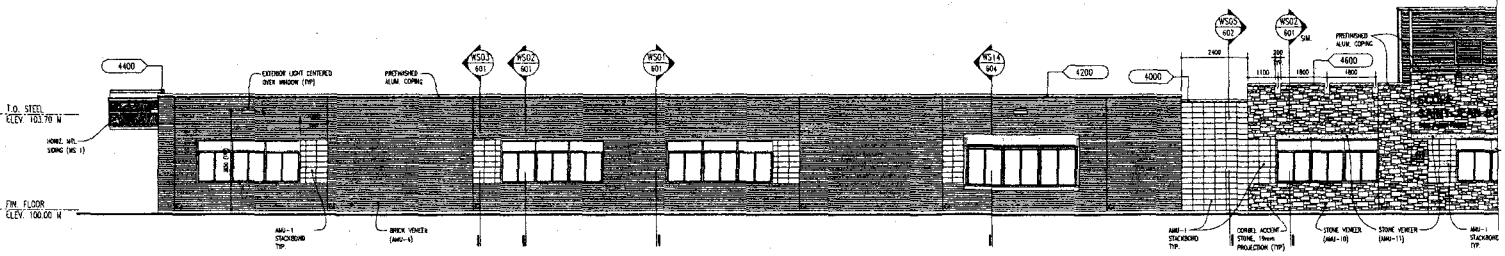


EE03 LEFT SIDE ELEVATION - PARTIAL
 401 1:100

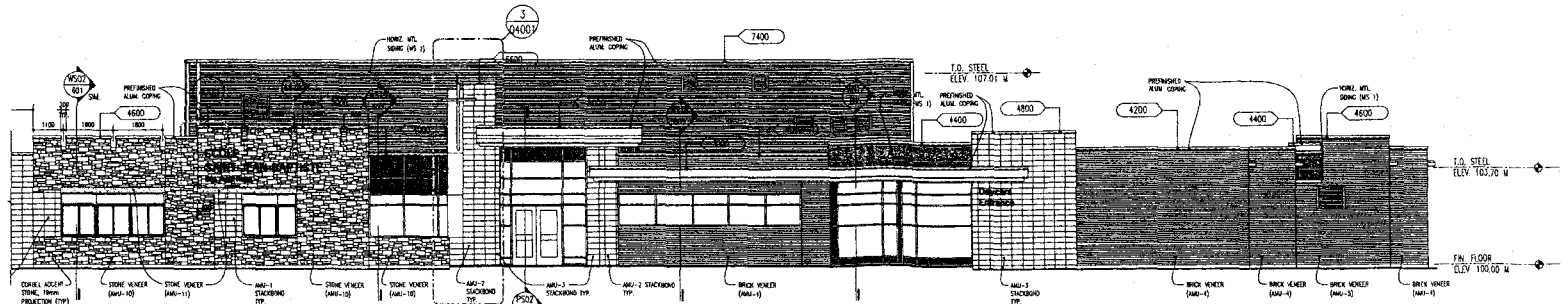


KEY PLAN
 EXTERIOR ELEVATIONS

1. REFER TO DETAIL MANUAL SHITS. 14008, 14009 FOR EXTERIOR GLAZING SYSTEMS



EE02 FRONT ELEVATION - PARTIAL
 401 1:100



EE01 FRONT ELEVATION - PARTIAL
 401 1:100

SCHEDULE "D" TO BY-LAW 2007-79
 CONSEIL SCOLAIRE DE DISTRICT DES ECOLES CATHOLIQUES DU SUD-OUEST

Drawn By
 CAROLYN MILIAN
 SURINTENDANT ADJOINT DES AFFAIRES

TOWN OF AMHERSTBURG

Mayor
 [Signature]

Architect's SIGN -
 Firm SIGN -
 This drawing not to be used for construction until countersigned by Project Architect.

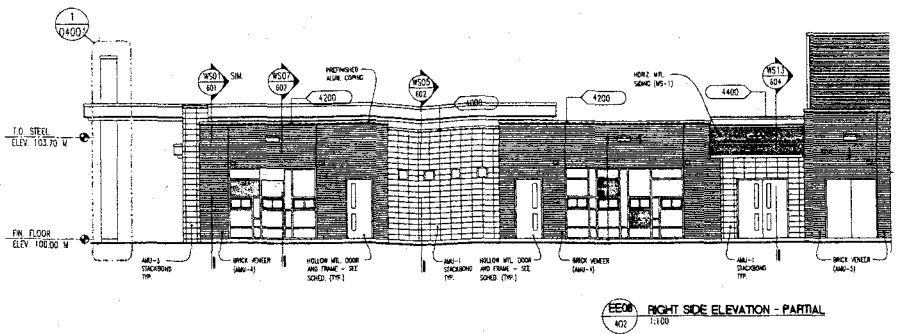
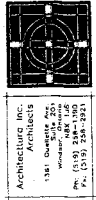
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 B Detail Sheet
- Insurances
 Preliminary
 Bids
 Permits
 Construction

Revisions

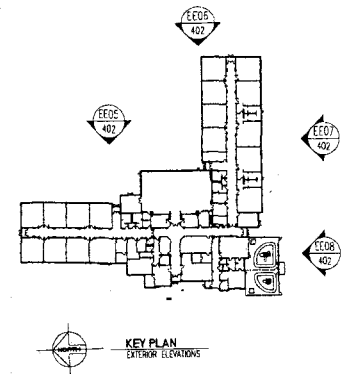
Sheet Title
 EXTERIOR BUILDING ELEVATIONS

Project/Client
 ECOLE SAINT-JEAN-BAPTISTE FOR
 CONSEIL SCOLAIRE DE DISTRICT DES ECOLES
 CATHOLIQUES DU SUD-OUEST
 365 FRER ROAD
 AMHERSTBURG, ONTARIO

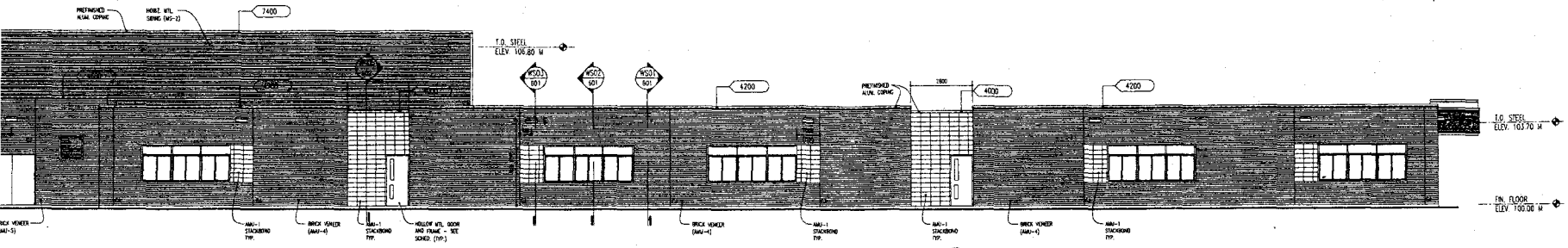
Checked By
 TEAM 08
 Checked by
 C.B.
 Date
 08.06.2007
 Project No.
 0705
 Drawing No.
 A-101



EEOC 402
RIGHT SIDE ELEVATION - PARTIAL
1:100

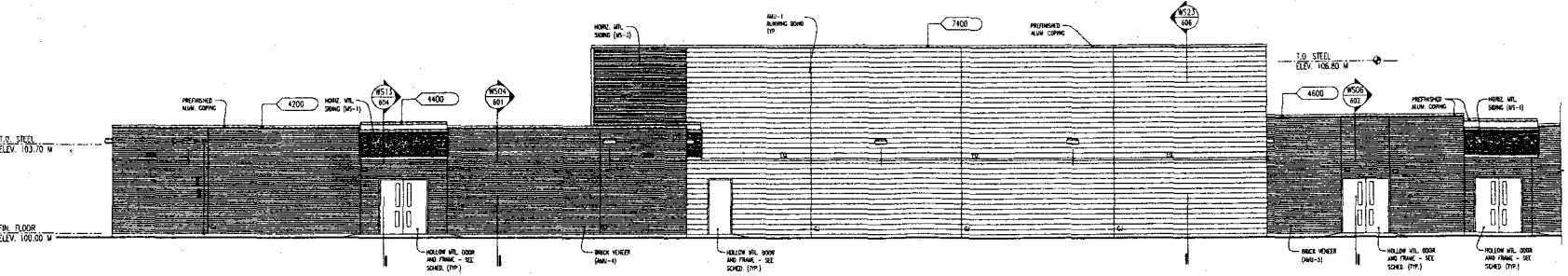


KEY PLAN
EXTERIOR ELEVATIONS

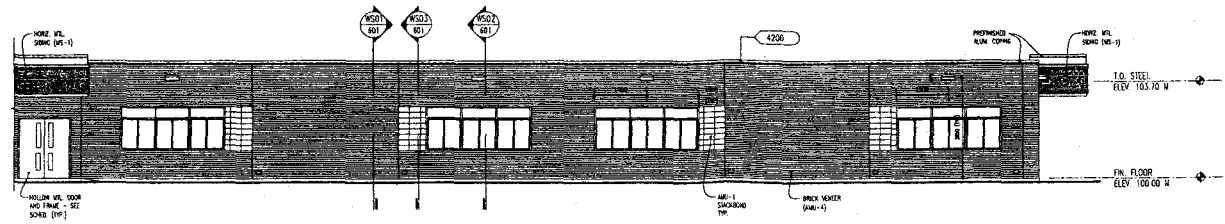


EEO7 402
RIGHT SIDE ELEVATION - PARTIAL
1:100

1. REFER TO DETAIL MANUAL SHTS. 14008, 14009 FOR EXTERIOR GLAZING SYSTEMS



EEO8 402
REAR ELEVATION - PARTIAL
1:100



EEO8 402
REAR ELEVATION - PARTIAL
1:100

Architect's BOM -
Firm BOM -
This drawing not to be used for construction until Counter-signed by Project Architect



- Issuances
- Preliminary
- Bids
- Permits
- Construction

Revisions

Sheet Title
EXTERIOR BUILDING ELEVATIONS

Project / Client
CONSEIL SOLAIRE - SEME BAPTISTE FOR
CONSEIL SCOLAIRE DE DISTRICT DES ECOLES
CATHOLIQUES DE SUD-OUEST
365 FRYER ROAD
AMHERSTBURG, ONTARIO

SCHEDULE "D" TO BY-LAW 2007-79 cont'd.

CONSEIL SOLAIRE DE DISTRICT DES ECOLES
CATHOLIQUES DU SUD-OUEST

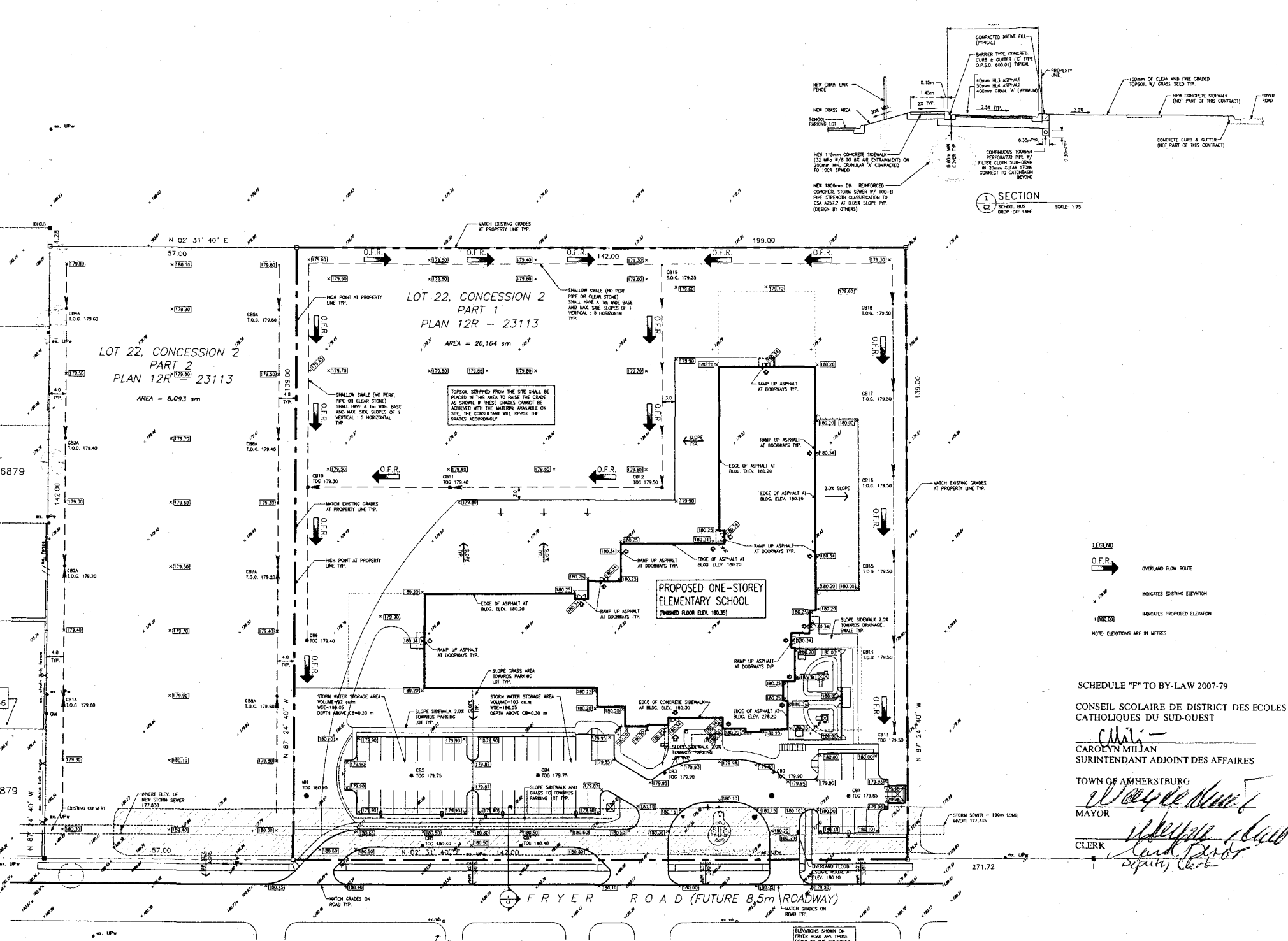
Drawn By
TEAM 08
Checked By
C.B.

Date
08.06.2007
Project No.
0705

Drawing No.
A402

TOWN OF AMHERSTBURG
MAYOR *Walter Brown*

ARCHITECTURA INC. - ARCHITECTS



LEGEND

O.F.R. → OVERLAND FLOW ROUTE

--- INDICATES EXISTING ELEVATION

-180.00- INDICATES PROPOSED ELEVATION

NOTE: ELEVATIONS ARE IN METRES

SCHEDULE "F" TO BY-LAW 2007-79
CONSEIL SCOLAIRE DE DISTRICT DES ÉCOLES
CATHOLIQUES DU SUD-OUEST

Caroleyn Miljan
CAROLEYN MILJAN
SURINTENDANT ADJOINT DES AFFAIRES








TOWN OF AMHERSTBURG
W. J. ...
MAYOR

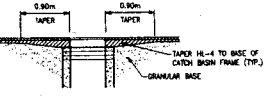
CLERK
...
Deputy Clerk

SITE BENCH MARK
TOP OF FIRE HYDRANT
EL. = 181.135

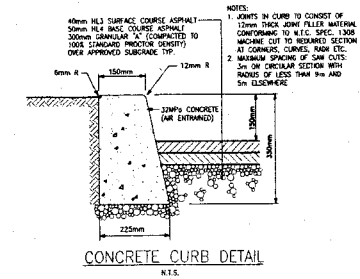
ELEVATIONS SHOWN ON
FRYER ROAD ARE THOSE
PRIOR TO THE PROPOSED
RECONSTRUCTION TYPE.

PAVEMENT LEGEND

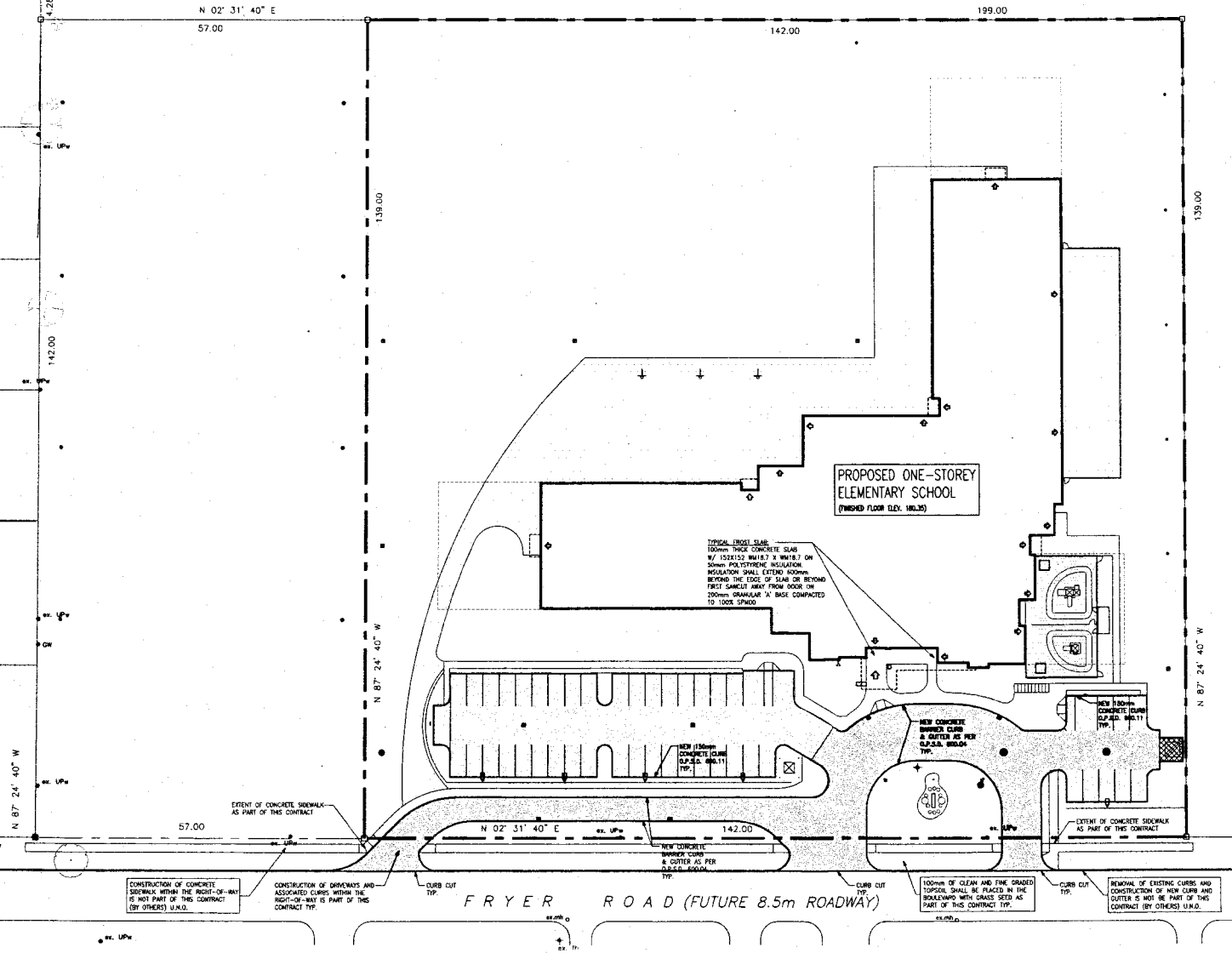
-  40mm of HLB SURFACE COURSE ASPHALT ON
50mm of RL4 BASE COURSE ASPHALT ON
1000mm GRANULAR 'A' BASE COMPACTED TO
100% SPREAD IN 2-300mm LIFTS ON
PROOF ROLLED AND APPROVED SUBGRADE
-  40mm of HLB SURFACE COURSE ASPHALT ON
50mm of RL4 BASE COURSE ASPHALT ON
300mm GRANULAR 'A' BASE COMPACTED TO
100% SPREAD IN 1-300mm LIFTS ON
PROOF ROLLED AND APPROVED SUBGRADE
-  40mm of HLB SURFACE COURSE ASPHALT ON
200mm GRANULAR 'A' BASE COMPACTED TO 100%
SPREAD IN 1-200mm LIFTS ON
GRANULAR 'B' SUB-BASE COMPACTED TO
98% SPREAD AS REQUIRED ON
PROOF ROLLED AND APPROVED SUBGRADE
-  PLAY AREA SURFACE REFER TO ARCHITECTURAL ON
250mm MIN. GRANULAR 'A' BASE COMPACTED TO 100% SPREAD ON
GRANULAR 'B' TYPE 1 COMPACTED TO 98% SPREAD AS REQUIRED ON
PROOF ROLLED AND APPROVED SUBGRADE
-  115mm CONCRETE (32 MPa W/ 8 TO 88 AIR ENTRAINMENT)
W/ 152x152 MM R17 X 17 MM I.B. ON
200mm MIN. GRANULAR 'A' BASE COMPACTED TO 100% SPREAD ON
APPROVED SUBGRADE
-  (BASE SLAB FOR REFUSE BIN ENCLOSURE ONLY)
200mm CONCRETE (32 MPa W/ 8 TO 88 AIR ENTRAINMENT)
W/ 152x152 MM R17 X 17 MM I.B. 3 LAYERS TOP & BOTTOM ON
250mm MIN. GRANULAR 'A' BASE COMPACTED TO 100% SPREAD ON
PROOF ROLLED AND APPROVED SUBGRADE
-  RE-GRADE EXISTING GRASSED AREA AS PER LOT GRADING PLAN DWG. C2
MAINTAIN A MIN. OF 100mm OF TOPSOIL, PROVIDE GRASS SEED AND
HYDRO MULCH WHERE RE-GRADEING IS REQUIRED



SECTION 1
 THICKENED SLAB AROUND
 DITCH BASIN SCALE: 1:50



CONCRETE CURB DETAIL
 N.T.S.



PAVEMENT PLAN
 SCALE: 1:400

SCHEDULE "G" TO BY-LAW 2007 79
 CONSEIL SCOLAIRE DE DISTRICT DES ECOLES
 CATHOLIQUES DU SUD-OUEST
 Carolyn Mijan
 SURINTENDANT ADJOINT DES AFFAIRES
 TOWN OF AMHERSTBURG
 Mayor

NAME	COMMON NAME	SIZE	ROOT QUAN	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT QUAN
DECIDUOUS SHRUBS								
JEFFERSRED	AUTUMN BLAZE MAPLE	70 mm	WB	3	DIC	DEUTZIA LEMONEL 'COMPACTA'	50 cm	POT
ORGAN	MORGAN RED MAPLE	70 mm	WB	2	EoC	EURYNOMIS ALATA 'COMPACTA'	50 cm	POT
OCUS	KENTUCKY COFFEE TREE	50 mm	WB	3	FNG	FORSYTHIA 'NORTHERN GOLD'	60 cm	POT
ANTHOS 'SHADEMASTER'	SHADEMASTER HONEY-LOCUST	70 mm	WB	16	RNY	ROSA 'NOASON'	2 gpl	POT
OLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANETREE	70 mm	WB	3	Rf	ROSA RUOOSA	2 gpl	POT
NA 'CAPITAL'	CAPITAL FLOWERING PEAR	60 mm	WB	2	RRP	ROSA 'RED PAVEMENT'	2 gpl	POT
NA 'CHANTICLEER'	CHANTICLEER FLOWERING PEAR	60 mm	WB	4	SbAW	SPIRAEA BUMALDA 'ANTHONY WATERER'	50 cm	POT
NA 'SHUBERT'	SHUBERT CHOKE-CHERRY	70 mm	WB	7	SbGT	SPIRAEA BUMALDA 'GOLDFLAME'	40 cm	POT
ATA 'IVORY SILK'	IVORY SILK TREE LILAC	60 mm	WB	3	Smp	SYRINGA MEYER 'PALUBIN'	50 cm	POT
'REDMOND'	REDMOND LINDEN	70 mm	WB	6	WM	WEIGELA FLORIDA 'MINUT'	40 cm	POT
'GREENSHIRE'	GREENSHIRE LINDEN	70 mm	WB	2	PERENNIALS/ORNAMENTAL GRASS			
'A GREEN VASE'	GREEN VASE ZELKOVA	70 mm	WB	2	HCF	HEMERCALIS 'CHILDREN'S FESTIVAL'	2 gpl	POT
PERENNIALS/SPECIMEN SHRUBS								
'PALUBIN' STANDARD	PALUBIN DWARF LILAC STANDARD	125 cm	POT	1	HSD	HEMERCALIS 'STELLA D'ORO'	2 gpl	POT
LVET	GREEN VELVET BOXWOOD	40 cm	POT	29	IcR	IMPERATA CYLINDRICA 'RUBRA'	2 gpl	POT
'NEI 'COLORATUS'	PURPLE WINTERCREEPER	40 cm	POT	48	MSSi	MISCANTHUS SINENSIS 'SILBERFEDER'	2 gpl	POT
'WENS 'NANA'	DWARF JAPANESE GARDEN JUNIPER	40 cm	POT	41	MSSi	MISCANTHUS SINENSIS 'STRICTUS'	2 gpl	POT
'ML'	PUMKID DWARF MUGHO PINE	40 cm	POT	9	PoH	PENNISETUM ALOPECUROIDES 'HAEMEL'	2 gpl	POT
'NSIFORMIS'	DENSE YEW	50 cm	POT	15	PLB	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	1 gpl	POT
					SaDB	SEDUM SPECTABILE 'DRAGON'S BLOOD'	1 gpl	POT
					WML	WATERWORN LIMESTONE	2000 - 2500lbs	1

General Landscape Notes

FINE GRADE ALL AREAS DESIGNATED FOR SEED OR SOD. REMOVING ALL EXISTING VEGETATION, DEBRIS, AND STONES WHETHER IMPORTED OR NATIVE TO THE SITE. SEED OR SOD ALL SITE AREAS AS INDICATED ON THE LANDSCAPE PLAN EXCEPT THOSE WHERE PLANTING BEDS, PAVEMENT, OR BUILDINGS ARE INDICATED. EXTEND SOD TO PROPERTY LINES FOR INTERIOR LOT LINES AND TO THE CURB FOR STREET FRONTAGE. APPLY A ROOTING FERTILIZER PRIOR TO INSTALLING SOD OR SEED. RESTORE ANY AREAS OF THIS SITE OR ADJACENT PROPERTIES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

SOD/SEED ESTABLISHMENT: PROVIDE CARE AND PROTECTION TO ENSURE PROPER AND FULL ESTABLISHMENT OF ALL TURF AREAS. REPAIR ALL BARE AREAS. CARE OF SOD AREAS WILL EXTEND FROM THE TIME OF INSTALLATION TO THE FIRST CUT BY THE CONTRACTOR.

SPREAD EXISTING TOPSOIL OVER SMOOTH SUBGRADE IN ORDER TO ACHIEVE A 4" MINIMUM DEPTH FOR ALL TURF AREAS. PROVIDE ADDITIONAL TOPSOIL AS REQUIRED.

ADVISE THE LANDSCAPE ARCHITECT OR PROJECT MANAGER OF THE LOCATION OF THE STOCKPILE AND ALLOW ADEQUATE TIME FOR TESTING PRIOR TO IMPORTING SOIL.

REMOVE ALL DEBRIS FROM AND ENSURE THERE IS FRIABLE TOPSOIL TO A DEPTH OF 18" IN ALL PLANTING BEDS. SUPPLY ADDITIONAL TOPSOIL AS REQUIRED.

INSTALL 3" DEPTH CANADA RED MULCH IN ALL PLANTING BEDS AND IN THE ROOT SAUCERS OF TREES SHOULD BE 1/2" BELOW THE ADJACENT SURFACE WITHIN 24" OF THE EDGE OF THE BED. NO WEED FABRIC IS REQUIRED.

SUPPLY AND INSTALL COMMERCIAL GRADE POLYDECKER WHERE PLANTING BEDS ARE ADJACENT TO IT SECURE EACH 20' LENGTH OF POLYDECKER WITH 4 STEEL PEGS AND JOIN WITH A PLASTIC CONNECTIC.

WHERE EAVES TROUGHS DISCHARGE INTO PLANTING BEDS, SUPPLY AND INSTALL CONCRETE SPLASH ADJUST PLANTING AS REQUIRED TO ENSURE THAT THE PLANTS WILL NOT BE IN LINE WITH THE WATER DISCHARGED FROM THE DOWN SPOUTS.

GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE. REPLACE ALL WEAK PLANT MATERIAL PROMPTLY WHEN DIRECTED BY THE OWNER OR PROJECT MANAGER. GUARANTEE REPLACEMENT PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM PLANTING. PLANTS DAMAGED BY VANDALISM ARE NOT GUARANTEED.

VERIFY QUANTITIES OF PLANTS INDICATED IN THE PLANT KEYS AND PLANT LIST WITH THOSE SHOWN ON PLAN.

NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO TENDERING.

ALL WORK TO BE PERFORMED IN COMPLIANCE WITH THE HEALTH AND SAFETY ACT 1980, ONTARIO 714/82 AND LATEST REVISIONS.

DETERMINE AND VERIFY THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

ADVISE THE LANDSCAPE ARCHITECT OF ANY CONFLICT BETWEEN THE PROPOSED WORK AND EXISTING UTILITIES.

REPAIR ANY AND ALL DAMAGE DONE TO THIS SITE OR ADJACENT SITES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

VERIFY THAT ALL EXISTING SITE CONDITIONS ARE AS SHOWN ON THIS PLAN.

Bezaire & Associates
Landscape Architects Planners

3544 WALKER RD.
UNIT 1A
WINNERSB, ONTARIO
M9W 1S4
(519) 966-6644
or (519) 966-4088

SCALE:

SCHEDULE "H" TO BY-LAW 2007-79
CONSEIL SOLAIRE DE DISTRICT DES ECOLES CATHOLIQUES DU SUD-OUEST

Cathy Miljan
KAROLYN MILJAN
SURINTENDANT ADJOINT DES AFFAIRES

TOWN OF AMHERSTBURG
Wesley Allen
MAYOR

Carol Berde
CLERK (Deputy)

REVISIONS:

1 SITE REVIEW 09.18.07

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PROJECT:
ECOLE SAINT JEAN BAPTISTE
AMHERSTBURG, ONTARIO

DRAWING TITLE:
LANDSCAPE PLAN AND DETAILS

SCALE:
As Noted

DRAWN BY:
GDB

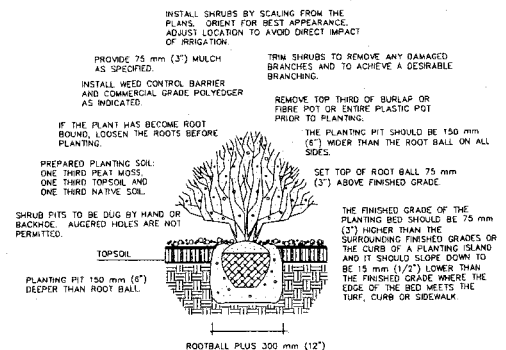
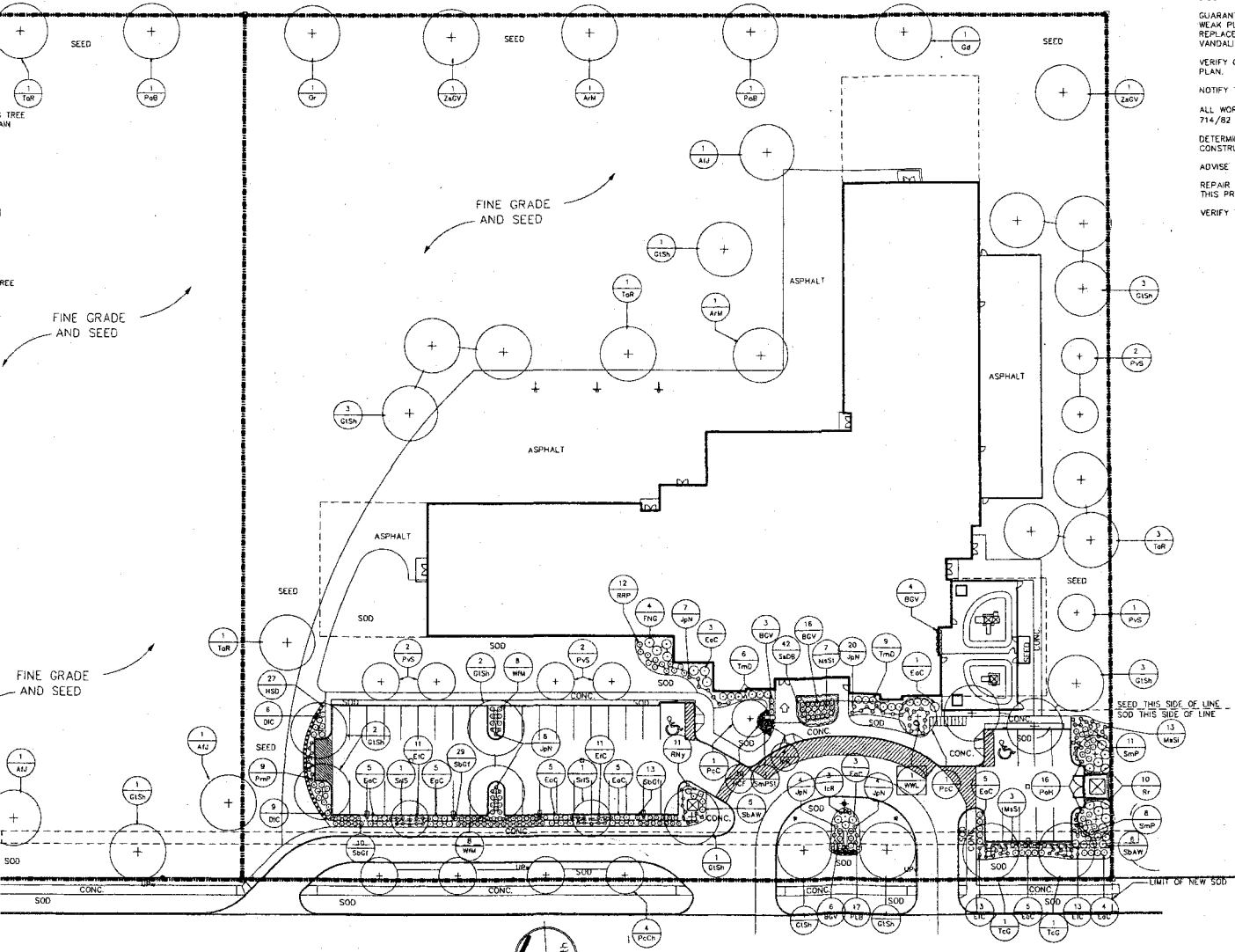
CHECKED BY:
PLB

APPROVED BY:

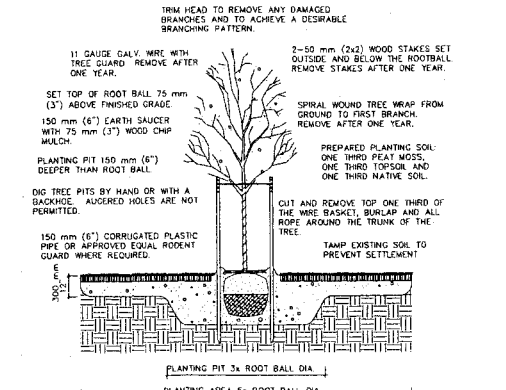
DATE:
AUGUST 2007

DRAWING NO:
LA-1

BEZ. FILE NO: 630



Shrub Planting NTS



Deciduous Tree Planting NTS