

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2008-58

A by-law authorizing the signing of a Development Agreement.

WHEREAS Community of Christ has proposed the redevelopment of the Community of Christ property being Plan 240, Part Lot 6, municipally known as 157 Alma;


AND WHEREAS the Owner is proposing an addition, upgrading and renovation to the existing Community of Christ facility on the subject property;


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. 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 18th day of August, 2008.


Mayor, Wayne Hurst


CAO/Clerk, Pamela Malott

Certified to be a true copy of By-law
No. 2008-58 passed by the Amherstburg
Municipal Council on August 18, 2008.

Properties

PIN 70553 - 0052 LT
 Description PT LT 6 PL 240 AMHERSTBURG AS IN AM14229; AMHERSTBURG
 Address 157 ALMA STREET
 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

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 COORDINATORS.

Party To(s)	Capacity	Share
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Name	COMMUNITY OF CHRIST	Registered Owner
Address for Service	157 Alma St. Amherstburg, ON	

This document is being authorized by a municipal corporation LORY BRATT, AMCT, PLANNING COORDINATOR.

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

The land registrar is authorized to delete the notice on the consent of the following party(ies) Lory Bratt, AMCT, Planning Coordinator, The Corporation of the Town of Amherstburg

Schedule: See Schedules

Signed By

Thomas Robert Porter	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2012 10 01
Tel	519-258-0615			
Fax	5192586833			

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2			2012 10 01
Tel	519-258-0615			
Fax	5192586833			

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

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number : 23642

Party To Client File Number : 23642

DEVELOPMENT AGREEMENT

Registered October 1st, 2012

THIS AGREEMENT made in triplicate this 18th day of August, 2008.

BETWEEN: COMMUNITY OF CHRIST

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 proposes an addition, upgrading and renovation to the existing church 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" – Site Plan

SCHEDULE "C" – Elevations

SCHEDULE "D" – Development Statistics

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) Elevations
5. Schedule "D" hereto shows:
- (a) Development Statistics
6. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power Line 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 of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "C" hereto.
9. 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.
10. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
11. 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.
12. 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.
13. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
14. The Owner shall maintain a system for the disposal of storm and surface water as indicated on Schedule "B" 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.
15. 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.

16. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's 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.
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 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 shall 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 buildings 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.

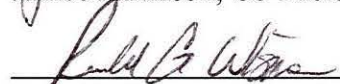
30. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of the Registry Act and the Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: COMMUNITY OF CHRIST



Janice Atkinson, Co-Pastor




Ronald Wismer, Committee
Representative

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor, Wayne Hurst



CAO/Clerk, Pamela Malott

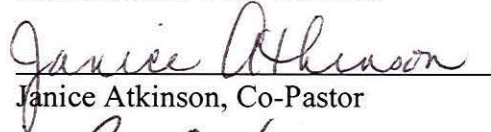
Authorized and approved by
By-law 2008-58 enacted the
18th day of August, 2008.


SCHEDULE "A"

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

Plan 240, Part Lot 6
in the Town of Amherstburg
County of Essex
and Province of Ontario

OWNER: COMMUNITY OF CHRIST

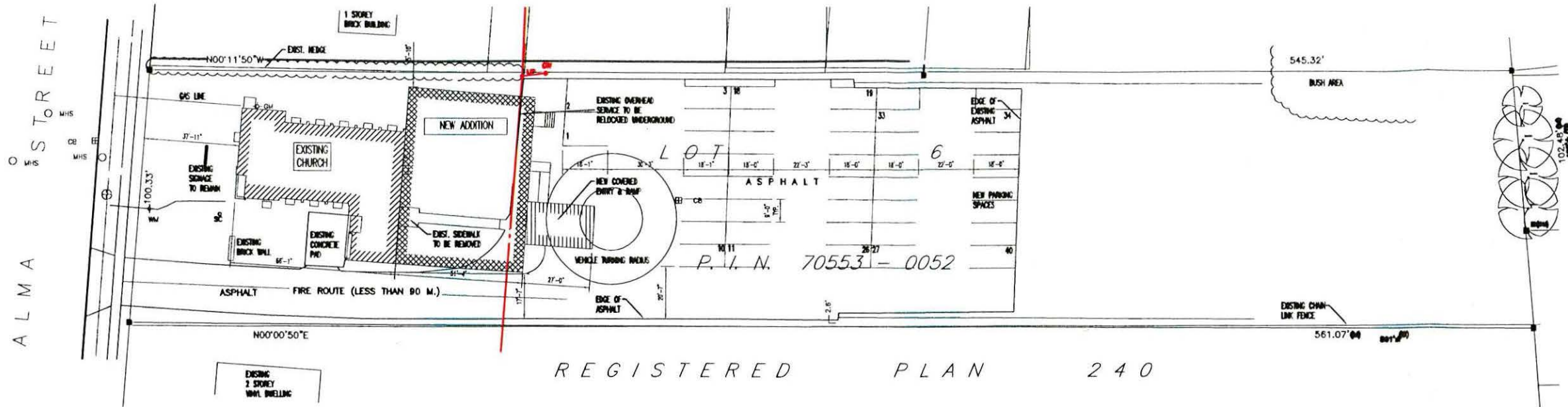

Janice Atkinson, Co-Pastor


Ronald Wismer, Committee
Representative

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

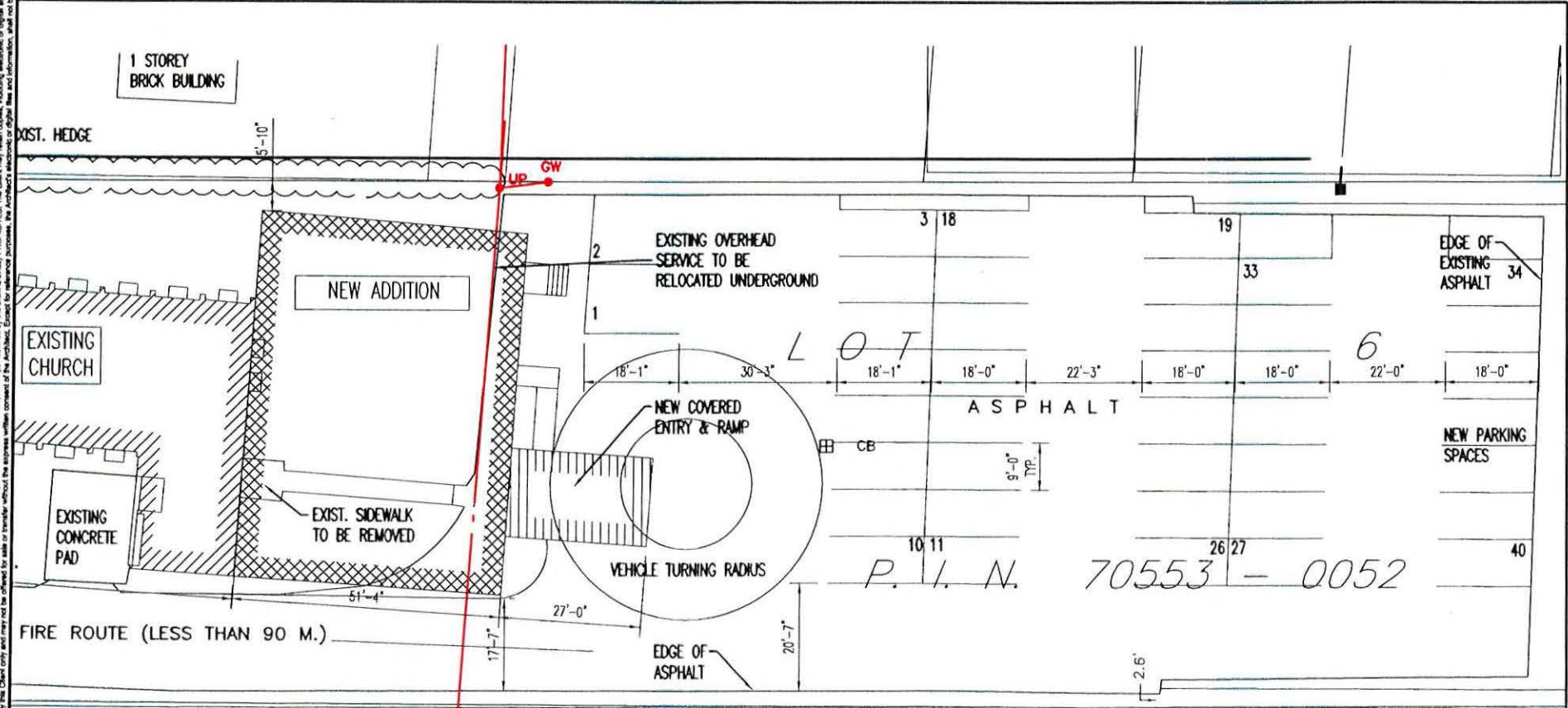

Mayor, Wayne Hurst


CAO/Clerk, Pamela Malott



REGISTERED PLAN 240

1 SITE PLAN
SP-1 50'-0" = 1'-0"



SCHEDULE "B" TO BY-LAW 2008-58, REGISTERED PLAN

Janice Atkinson
JANICE ATKINSON,
CO-PASTOR

Ronald Wismer
RONALD WISMER,
COMMITTEE REPRESENTATIVE

TOWN OF AMHERSTBURG

Wayne Hurst
MAYOR, WAYNE HURST

Pamela Malott
CAO/CLERK, PAMELA MALOTT

PARKING REQUIREMENTS:

VEHICLE PARKING:
FOR PLACE OF WORSHIP:
1 PARKING SPACE FOR EVERY 5 PERSONS SEATING CAPACITY
ASSEMBLY HALL:
1 PARKING SPACE FOR EVERY 35 SQ.M. (376 SQ.FT.)

EXISTING:
- SANCTUARY- SEATING CAPACITY OF 110 PEOPLE/5 = 22
PARKING SPACES REQUIRED
- EXISTING HALL (LOWER LEVEL) 126.5 SQ.M.
(1,361.6 SQ.FT.) / 35 SQ.M. (376 SQ.FT.) SPACES REQ'D = 3.6

TOTAL EXISTING PARKING SPACES REQUIRED = 25.6
EXISTING MARKED PARKING SPACES = 26

PROPOSED:
- PROPOSED ADDITION - 346.1 SQ.M. (3,725 SQ.FT.)
/ 35 SQ.M. (376 SQ.FT.) SPACES REQ'D = 9.9

TOTAL:
TOTAL NUMBER PARKING SPACES REQUIRED: = 35.5
(22+3.6+9.9) (INCLUDING 2 HANDI-CAPPED)

RECONFIGURED PARKING LAYOUT PARKING SPACES = 40
ON EXISTING ASPALT PAD

MIN. SIZE FOR PARKING SPACES:
- STANDARD: 18.00'X9.00' (5.5mX2.8m)
- H.C.: 19.69'X12.14' (6.0mX3.7m)
MIN. LANE WIDTH: 19.68' (6.0m)

GENERAL NOTES:
DRAWING ISSUED FOR PERMITS APPROVAL PURPOSES ONLY &
NOT TO BE USED FOR PERMITS OR CONSTRUCTION PURPOSES.

19 AUG 08	SPA REVISION
17 JULY 08	SITEPLAN APPROVAL
DATE	NO. ISSUED FOR



The Architect noted above has assumed responsible control and
responsibility for the design and construction of the work shown on this
drawing. The architect's seal number is the architect's seal.

PROJECT
AMHERSTBURG
COMMUNITY OF
CHRIST

DWG. TITLE
PROPOSED SITE PLAN,
STATISTICS

DATE	: JULY 2008
SCALE	: AS NOTED
DESIGNED BY	: SDM/TL
DRAWN BY	: TL
CHECKED BY	: SDM
APPROVED BY	: SDM
PROJECT NO.	: 06-127
DWG. NO.	

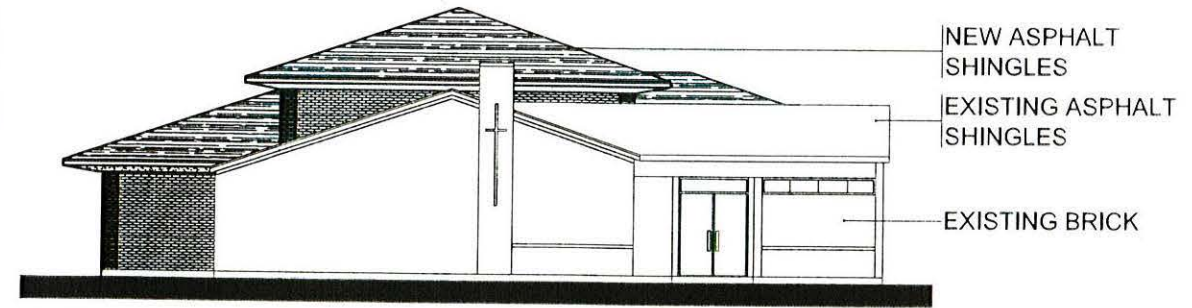
3 STATISTICS
SP-1 N.T.S.

SP-1R3

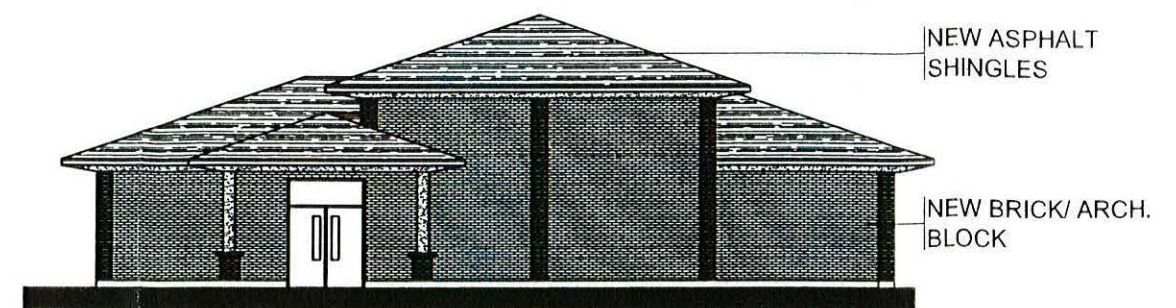
INFRINGEMENT OF COPYRIGHT: Complete for this electronic drawing. All rights reserved. The copyright in this drawing is held by the Architect. No part of this drawing may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect. The Architect's seal and signature are required for the use of this drawing for any purpose other than that for which it was originally prepared. The Architect's seal and signature are required for the use of this drawing for any purpose other than that for which it was originally prepared.

REPRODUCTION OF THIS DRAWING FOR ANY PURPOSES WITHOUT THE WRITTEN PERMISSION OF MMA ARCHITECT INC. IS STRICTLY PROHIBITED. THE CLIENT MAY NOT REPRODUCE OR TRANSMIT THIS DRAWING IN ANY MANNER OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE CLIENT MAY NOT REPRODUCE OR TRANSMIT THIS DRAWING IN ANY MANNER OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE CLIENT MAY NOT REPRODUCE OR TRANSMIT THIS DRAWING IN ANY MANNER OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

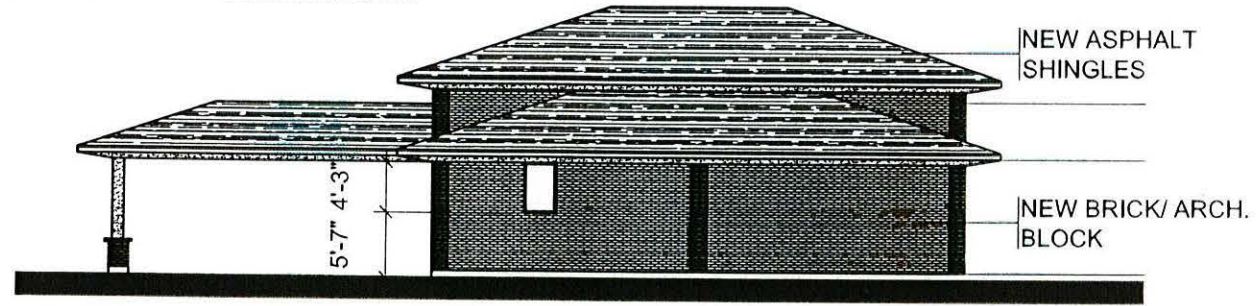
MMA
 Architect Inc.
 2980 LAUREN PARKWAY S. Suite 101F,
 WHITCHUR, ON. N8T 3H5 (519) 913-8044
 Fax: 913-8052 Email: mmaarch@ymail.net



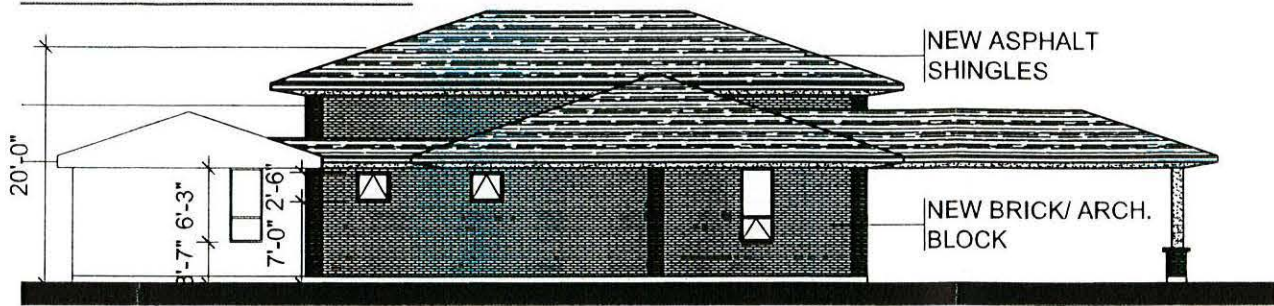
PROPOSED NORTH ELEVATION



PROPOSED SOUTH ELEVATION

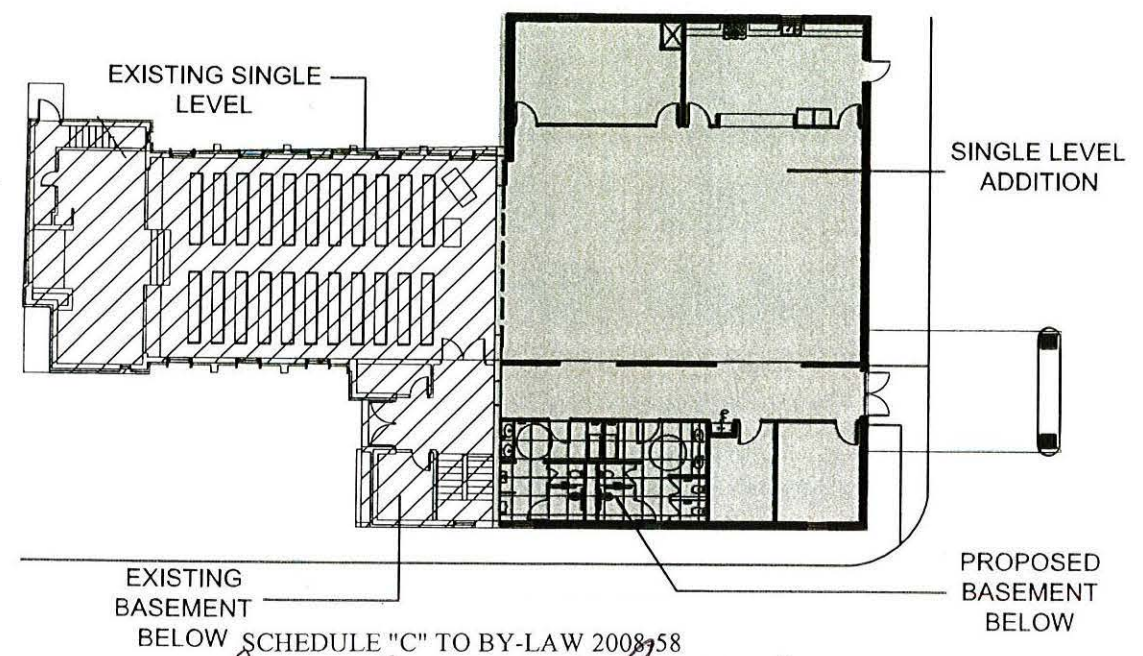


PROPOSED EAST ELEVATION



PROPOSED WEST ELEVATION

2 PROPOSED ELEVATION
 SP-2 1/16" = 1'-0"



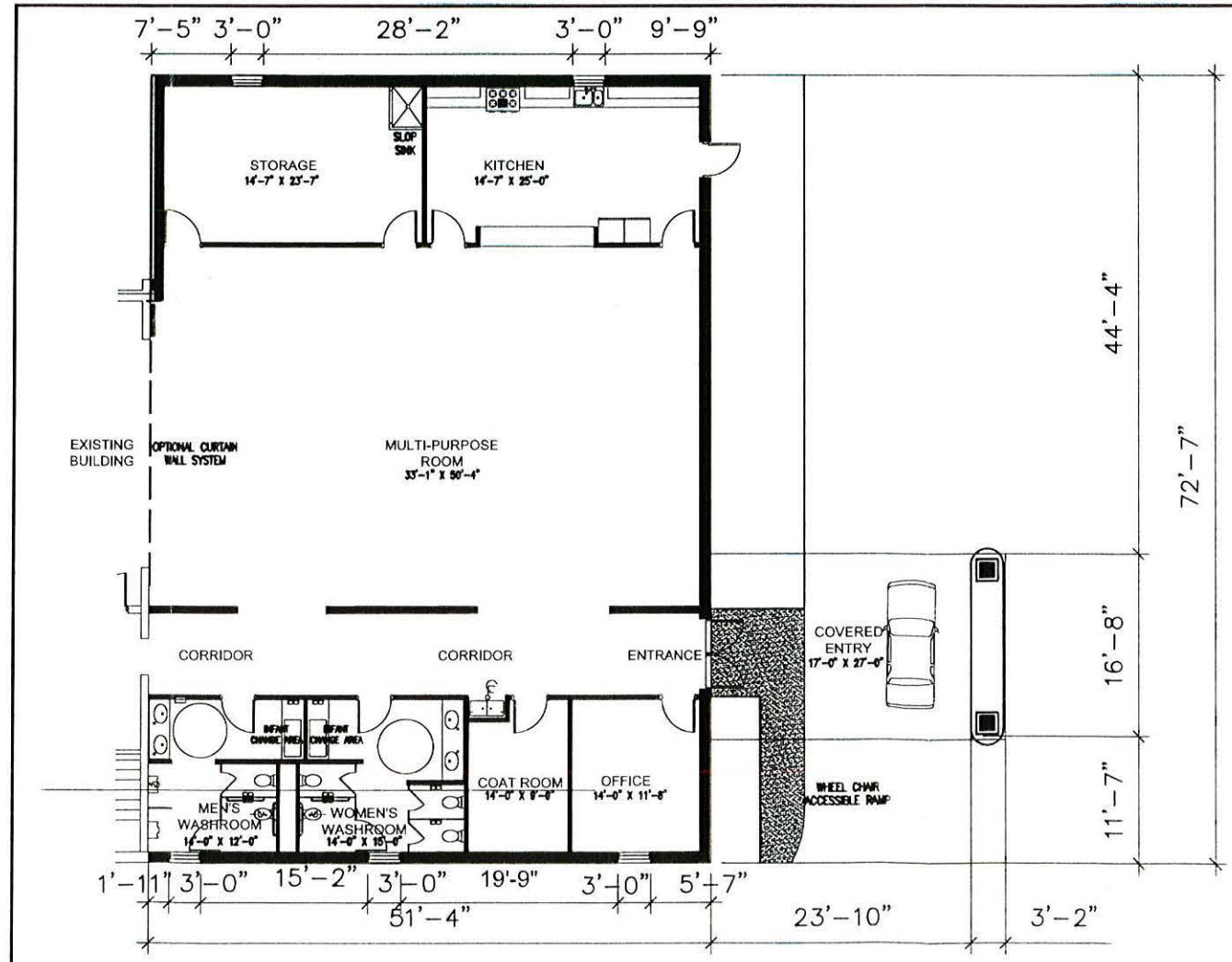
Janice Atkinson
 JANICE ATKINSON,
 CO-PASTOR

Ronald Wismer
 RONALD WISMER,
 COMMITTEE REPRESENTATIVE

TOWN OF AMHERSTBURG
Wayne Hurst
 MAYOR, WAYNE HURST

Pamela Malott
 CAO/CLERK, PAMELA MALOTT

1 KEY PLAN
 SP-2 1/8" = 1'-0"



3 PROPOSED FLOOR PLAN
 SP-2 1/16" = 1'-0"

GENERAL NOTES:
 DRAWING ISSUED FOR SITE PLAN APPROVAL. PURPOSES ONLY. A
 NOT TO BE FILED FOR PERMITS OR CONSTRUCTION PURPOSES.

DATE	NO.	ISSUED FOR
19 AUG'08		SPA REVISION
31 JULY 08		STEPLAN APPROVAL



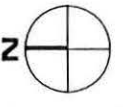
PROJECT
**AMHERSTBURG
 COMMUNITY OF
 CHRIST**

DWG. TITLE
 PROPOSED FLOOR PLAN &
 ELEVATIONS

DATE	: JULY 2008
SCALE	: AS NOTED
DESIGNED BY	: SDM/TL
DRAWN BY	: TL
CHECKED BY	: SDM
APPROVED BY	: SDM
PROJECT NO.	: 08-127
DWG. NO.	

SP-2r3

INTRODUCTION OF COPYRIGHT: Copyright for the electronic drawing belongs to and remains the property of the MMA Architect Inc. This information is the client's property and is to be used for the project only. It is not to be used for any other project without a written license from the architect for the full or partial use of the drawings.



DEVELOPMENT STATISTICS

SURVEY REFERENCE:

PLAN SURVEY BY VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.
 WORK ORDER: 4-24725, FILE NO.: E-240-0, PLAN FILE NO.: C-3337,
 DATED: JULY/11/2008, REGISTERED PLAN 240; PLAN OF LOT 6, MUNICIPALITY OF
 AMHERSTBURG, COUNTY OF ESSEX, ONT.

ZONING:

NORTH PART OF SITE RESIDENTIAL FIRST DENSITY (R1) ZONE - EXISTING PLACE OF WORSHIP.
 SOUTH PART OF SITE: R2/RM1 ZONE

AREAS:

LOT:
 TOTAL LOT AREA - 55,924.96 S.F.

BUILDING:

BUILDING CLASSIFICATION:
 CHURCH: GROUP A DIVISION 2 (3.2.2.25.) - FACING ONE STREET W/ BUILDING AREA OF LESS
 THEN 1600 SQ.M. (17,222.3 SQ. FT.) COMBUSTIBLE - NONCOMBUSTIBLE WITH A
 45 MIN F.R.R. FOR FLOOR, MEZZANINE, AND ROOF IF CONSTRUCTED OF
 COMBUSTIBLE CONSTRUCTION.

BUILDING AREA:
 EXISTING = 2,445 S.F.
 PROPOSED = 3,725 S.F.
 TOTAL = 6,170 S.F.

GROSS FLOOR AREA:

EXISTING (INCLUDING (1833.8) BASEMENT) = 4,278.8 S.F.
 PROPOSED (INCLUDING (487.5 SF) PARTIAL BASEMENT) = 4,211.5 S.F.
 TOTAL GROSS FLOOR AREA = 8,490.3 S.F.

ZONING REQUIREMENTS:	EXISTING	PROPOSED	REQUIRED
MINIMUM LOT FRONTAGE	100.33'	NO CHANGE	49.21'
BUILDING HEIGHT	16.25'	23.0'	27.89' MAX.
FRONT YARD (NORTH) DEPTH	37.83'	NO CHANGE	24.60'
REAR YARD (SOUTH) DEPTH	453.00'	374.0'	24.60'
WEST SIDE YARD DEPTH	24.17'	17.58'	8.20'
EAST SIDE YARD DEPTH	15.00'	5.83'	4.92'
COVERAGE:	4.37%	11.56%	35% MAX.
LANDSCAPED AREA:	55.57%	50.5%	30% MIN.
MIN. LANDSCAPED BUFFER:	-	10.0'	10.0' MIN.

GENERAL NOTES:

DRAWING ISSUED FOR PERMITS APPROVAL PURPOSES ONLY &
 NOT TO BE USED FOR PERMITS OR CONSTRUCTION PURPOSES.

31 JULY 08	SITEPLAN APPROVAL
------------	-------------------

DATE	NO.	ISSUED FOR
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The Architect's seal shall have remained responsible and shall not be used for any other project without a written license from the architect for the full or partial use of the drawings.

PROJECT
 AMHERSTBURG
 COMMUNITY OF
 CHRIST

DWG. TITLE
 STATISTICS

DATE	: JULY 2008
SCALE	: AS NOTED
DESIGNED BY	: SDW/TL
DRAWN BY	: TL
CHECKED BY	: SDW
APPROVED BY	: SDW
PROJECT NO.	: 08-127
DWG. NO.	

SP-3

SCHEDULE "D" TO BY-LAW 2008-58

 JANICE ATKINSON, CO-PASTOR

 RONALD WISMER, COMMITTEE REPRESENTATIVE
 TOWN OF AMHERSTBURG

 MAYOR, WAYNE HURST

 CAO/CLERK, PAMELA MALOTT