

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2009-09**

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

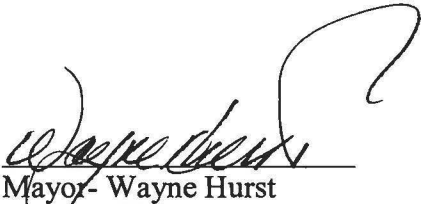
**WHEREAS** Robbie Brant and Amanda Ellis, "Owners", have proposed the development of property located at 7826 Howard Avenue for use as a facility that relines, refurbishes and rebuilds clutches, brakes and friction products for tractors, trailers, wagons and construction equipment and protective painting of related metal components;

**AND WHEREAS** the Council of the Town of Amherstburg and the "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 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 26<sup>th</sup> day of January, 2009.

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

  
\_\_\_\_\_  
CAO/Clerk- Pamela Malott

Certified to be a true copy of By-law  
No. 2009-09 passed by the Amherstburg  
Municipal Council on January 26, 2009.

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**TOWN OF AMHERSTBURG**

**DEVELOPMENT AGREEMENT**

**BETWEEN:**

**ROBBIE BRANT AND AMANDA ELLIS**

**-AND-**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_, 2009.

**THIS AGREEMENT** made in triplicate this 26<sup>th</sup> day of January, 2009.

**BETWEEN:** ROBBIE BRANT AND AMANDA ELLIS

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 including the subject property;

**AND WHEREAS** the Owner intends to develop or redevelop the said lands for the uses specifically described in the Agricultural A-34 Zone of Zoning By-law 1999-52, as amended 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

2. Schedule "A" describes the lands affected by this Agreement.

3. Schedule "B" hereto shows:

- (a) The location of all buildings and structures permitted;
- (b) The location and provision of off street vehicular loading and parking facilities and access driveways;
- (c) The location of outdoor storage areas;

- (d) The location of landscaping including required berms.
4. 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.
  5. 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.
  6. All parking or loading areas and lanes and driveways may be of gravel construction and shall be maintained to prevent the raising of dust.
  7. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
  8. The Owner shall install and maintain a system for the collection and conveyance 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.
  9. 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.
  10. 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.
  11. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "B". 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.
  12. 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.
  13. 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 with building, have been installed and completed in a manner satisfactory to the architect or professional engineer.

14. 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.
15. 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.
16. 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.
17. 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.
18. In the event that an Owner should fail to obey a stop work order issued under Section 15 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
19. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 15 or after notice of an opinion, which Council of the Corporation determines is correct under Section 16, 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.
20. 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 the Planning Act.
21. 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.
22. 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.

23. 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 446 of The Municipal Act shall apply.

24. The Owner shall file with the Corporation a financial guarantee (irrevocable letter of credit, certified cheque) acceptable to the Corporation as follows:

(i) On Site Works \$12,000.00

A One (1) year maintenance security is also a requirement of this agreement with the option of reducing the security, at the Corporation's approval, to 15% of the cost of the site improvements during the one (1) year maintenance period after the Corporation has inspected and approved same.

25. 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.

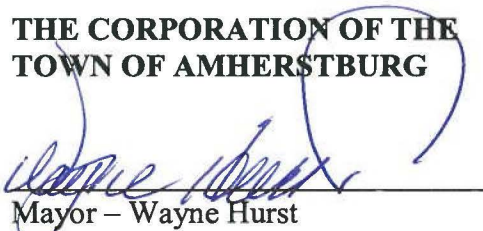
**IN WITNESS WHEREOF** the Owner executed this Agreement.

**OWNER:  
ROBBIE BRANT  
AND AMANDA ELLIS**

  
Robbie Brant

  
Amanda Ellis

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
Mayor – Wayne Hurst

  
CAO/Clerk – Pamela Malott

**SCHEDULE "A"**

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

Part SE 1/4 Lot 12, Concession 6  
Designated as Part 3 on Plan 12R-8547  
in the Town of Amherstburg,  
County of Essex,  
Province of Ontario

**OWNER:  
ROBBIE BRANT  
AND AMANDA ELLIS**



Robbie Brant



Amanda Ellis

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**






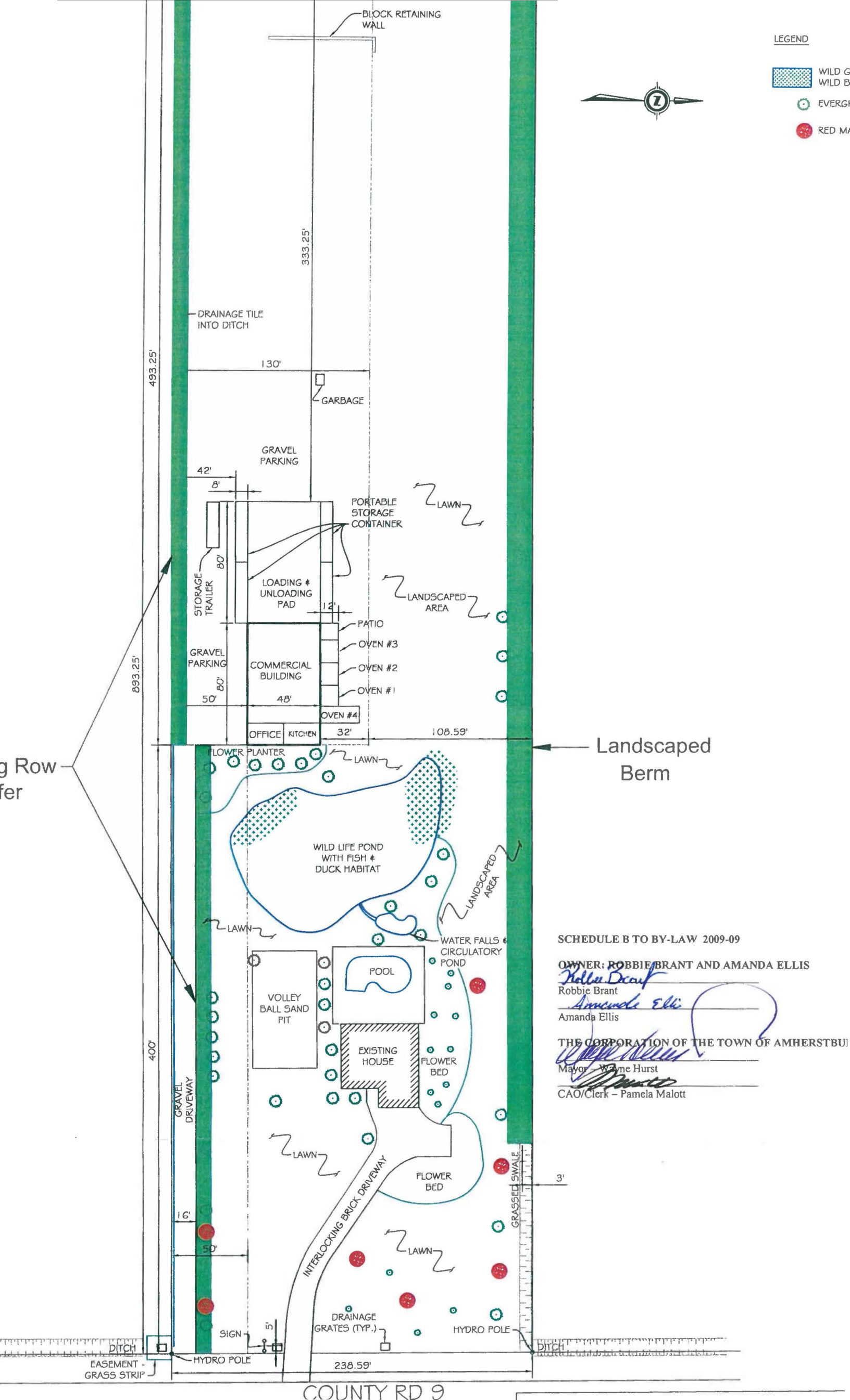
Mayor – Wayne Hurst



CAO/Clerk – Pamela Malott

LEGEND

-  WILD G
-  WILD B
-  EVERGR
-  RED MA



493.25'

333.25'

DRAINAGE TILE INTO DITCH

130'

GARBAGE

GRAVEL PARKING

42'

8'

PORTABLE STORAGE CONTAINER

LAWN

LOADING & UNLOADING PAD

LANDSCAPED AREA

STORAGE TRAILER

80'

PATIO

OVEN #3

OVEN #2

OVEN #1

GRAVEL PARKING

80'

COMMERCIAL BUILDING

48'

OVEN #4

50'

OFFICE

KITCHEN

32'

108.59'

Landscaped Berm

g Row  
fer

FLOWER PLANTER

LAWN

WILD LIFE POND WITH FISH & DUCK HABITAT

LANDSCAPED AREA

LAWN

WATER FALLS & CIRCULATORY POND

SCHEDULE B TO BY-LAW 2009-09

OWNER: ROBBIE BRANT AND AMANDA ELLIS

*Robbie Brant*  
Robbie Brant

*Amanda Ellis*  
Amanda Ellis

THE CORPORATION OF THE TOWN OF AMHERSTBUR

*Wayne Hurst*  
Mayor - Wayne Hurst

CAO/Clerk - Pamela Malott

400'

GRAVEL DRIVEWAY

VOLLEY BALL SAND PIT

POOL

EXISTING HOUSE

FLOWER BED

FLOWER BED

INTERLOCKING BRICK DRIVEWAY

LAWN

GRASSY SWALE

3'

DITCH

EASEMENT - GRASS STRIP

HYDRO POLE

SIGN

DRAINAGE GRATES (TYP.)

HYDRO POLE

238.59'

COUNTY RD 9