

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2009-14

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

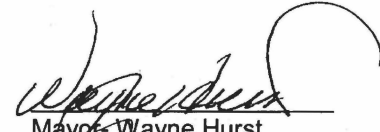
WHEREAS 2002081 Ontario Inc. has proposed the development of property described as Part of Lot 12, Concession 1 for use as a medical clinic;

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;

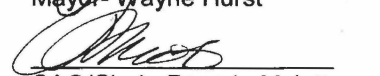
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

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 9th day of March, 2009.



Mayor- Wayne Hurst



CAO/Clerk- Pamela Malott

Certified to be a true copy of By-law
No. 2009-14 passed by the Amherstburg
Municipal Council on March 9, 2009.

TOWN OF AMHERSTBURG
DEVELOPMENT AGREEMENT

BETWEEN:

2002081 ONTARIO INC.

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

Registered _____, 2009.

THIS AGREEMENT made in triplicate this 9th day of March, 2009.

BETWEEN: 2002081 Ontario Inc.

hereinafter called the "OWNER"
OF THE FIRST PART

-and-

**THE CORPORATION OF THE TOWN
OF AMHERSTBURG**

hereinafter called the "CORPORATION"
OF THE SECOND PART

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said lands;

AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Owner intends to develop the said lands for a medical clinic and associated parking lot 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" – Site Servicing Plan
- SCHEDULE "D" – Landscaping Plan

- 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;
- 4. Schedule "C" hereto shows:
 - (a) Site Servicing
- 5. Schedule "D" hereto shows:
 - (a) Landscaping Plan and Plant List
- 6. 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.
- 7. 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.
- 8. The Owner shall obtain a report from a certified designer /installer that the existing private septic system serving the medical clinic does not cross the property lines, that the system is in working order and that its operation will not be affected by the development. Further the Chief Building Official or his designate is to be onsite for inspection purposes when the field investigation is conducted by the designer/installer. Any new land use will be subject to Ontario Building Code requirements relating to onsite sewage systems with the capacity of less than 10, 000 litres per day.
- 9. That the existing waterline located within Parts 1, 2 and 3, Plan 12R-14007 be decommissioned and a new waterline be constructed on the "said lands" in accordance with Town standards and under the supervision of the Public Works Department, and further a grant of utility easement to the Town be executed and registered on the title by the Transferors. All cost associated with the decommissioning of the existing waterline, construction of a new waterline and grant of utility easement is the responsibility of the Owner.
- 10. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like material capable or 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.
- 11. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
- 12. 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.
- 13. 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.
- 14. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

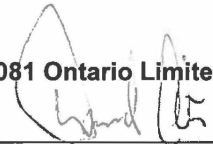
15. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "C" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer. The storm and surface water disposal system is a private system and shall not be owned or maintained by the Corporation. The Owner shall provide easements to the properties affected by the storm and surface water disposal system for maintenance purposes.
16. 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.
17. 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.
18. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "B" and "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.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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.
24. 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.
25. In the event that an Owner should fail to obey a stop work order issued under Section 22 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
26. In the event that an Owner shall fail to correct a deviation or deficiency after notice pursuant to Section 23 or after notice of an opinion, which Council of the Corporation determines is correct under Section 24, 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.
27. 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.
28. 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.
29. 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.

30. 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.
31. 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.
32. 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: 2002081 Ontario Limited



Dr. David Coates, President
I have authority to bind the Corporation.

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor Wayne Hurst



CAO/Clerk- Pamela Malott

Authorized and approved by
By-law 2009-14 enacted the
9th day of March, 2009.

SCHEDULE "A"

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

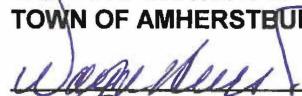
Concession 1, Part of Lot 12
being Parts 1, 2, 3, 7, 8, 9, 10
and Parts 12 through 31
inclusive, Plan 12R23822
in the Town of Amherstburg
County of Essex
and Province of Ontario'

OWNER: 2002081 Ontario Limited



Dr. David Coates, President

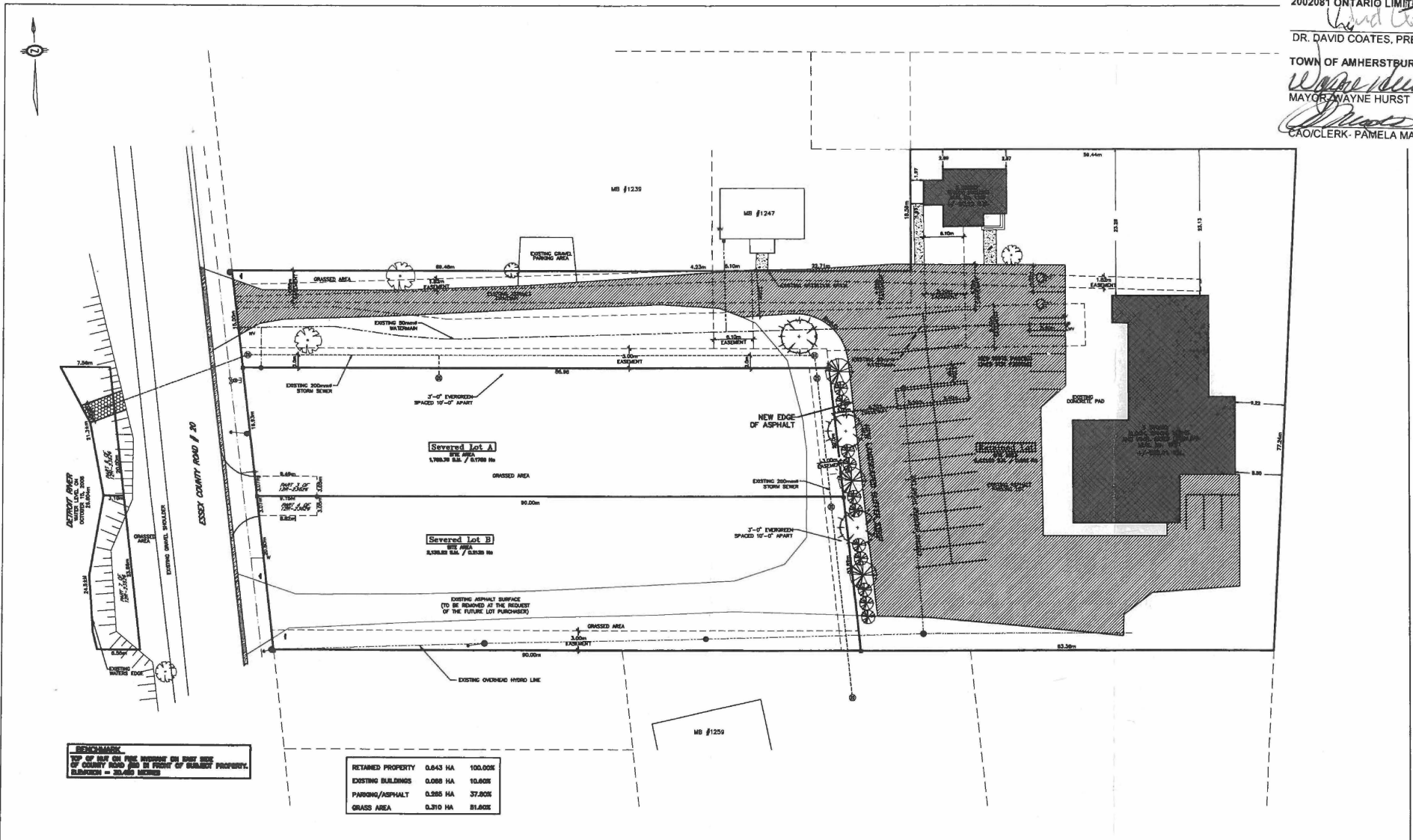
**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor Wayne Hurst



CAO/Clerk- Pamela Malott



REMARKS:
TOP OF BUMP ON FIRE HYDRANT ON EAST SIDE OF COUNTY ROAD 700 IN FRONT OF SUBJECT PROPERTY. DIMENSIONS - 30.00m

RETAINED PROPERTY	0.843 HA	100.00%
EXISTING BUILDINGS	0.088 HA	10.60%
PARKING/ASPHALT	0.285 HA	37.80%
GRASS AREA	0.310 HA	38.60%

DATE: JANUARY 04, 2009

BRUCE D. CROZIER, P.Eng

DATE	REVISIONS
MAR 16/08	REVISIONS AS REQUESTED BY MUNICIPALITY



BRUCE D. CROZIER
ENGINEERING INC.
CONSULTING ENGINEER
88 QUEEN AVENUE, SUITE #1
LEAMINGTON, ONTARIO
N8Y 3H1

Project Site: **1249 FRONT ROAD SOUTH**
CONC 1, PART LOT 12
TOWN OF AMHERSTBURG

Sheet Title: **SITE PLAN**

DATE:	JAN 08/09	PROJECT NO.:	BC-08-068
SCALE:	1 : 250	DRAWN BY:	A.P.
CHECKED BY:	B.D.C.	SHEET NO.:	1

SCHEDULE "C" TO BY-LAW 2009-14

2002081 ONTARIO LIMITED

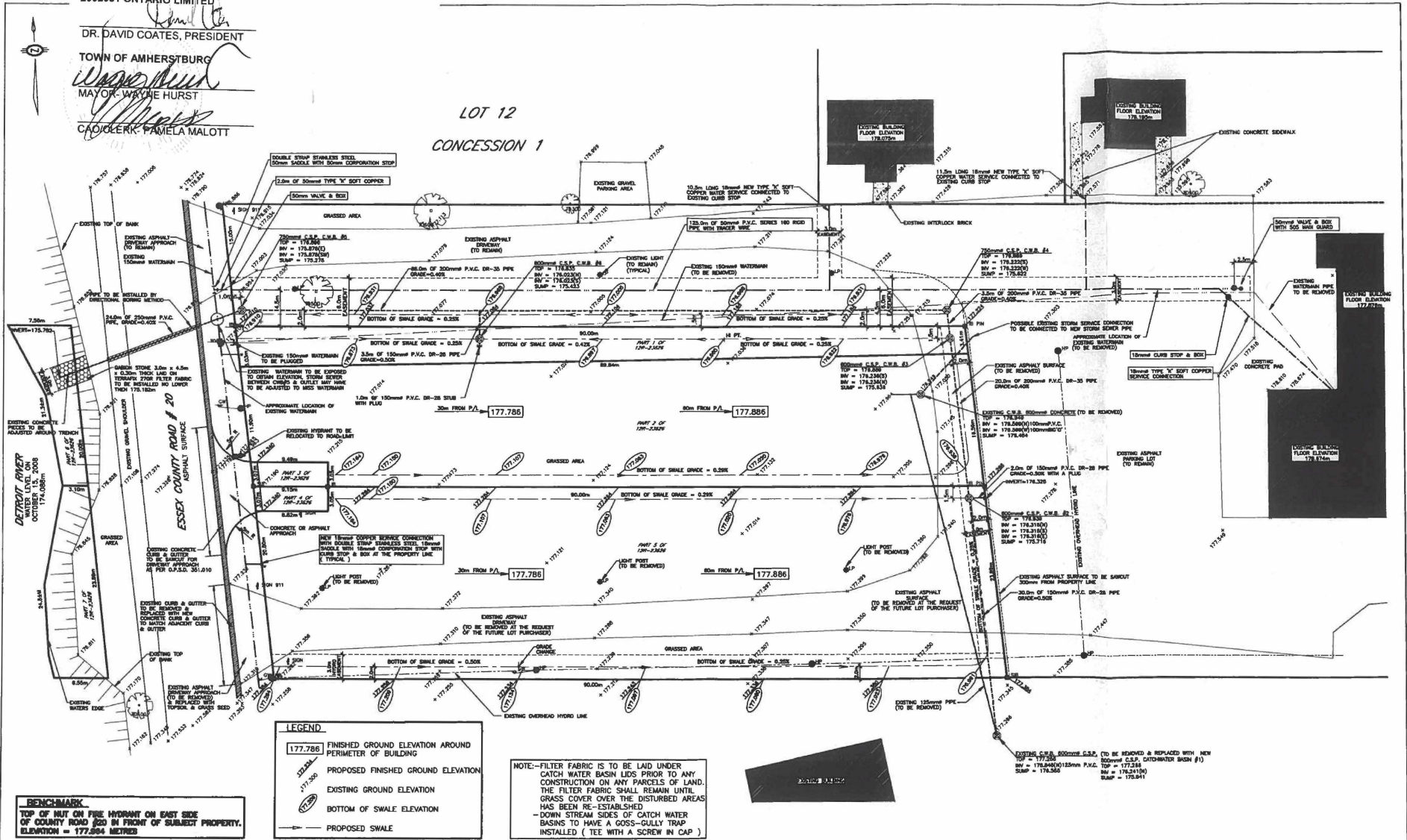
DR. DAVID COATES, PRESIDENT

TOWN OF AMHERSTBURG

MAYOR: WAYNE HURST

CAO/CLEK: PAMELA MALOTT

LOT 12
CONCESSION 1



BENCHMARK
TOP OF HUT ON FIRE HYDRANT ON EAST SIDE OF COUNTY ROAD #20 IN FRONT OF SUBJECT PROPERTY. ELEVATION = 177.594 METRES

LEGEND

177.786	FINISHED GROUND ELEVATION AROUND PERIMETER OF BUILDING
177.594	PROPOSED FINISHED GROUND ELEVATION
177.594	EXISTING GROUND ELEVATION
177.594	BOTTOM OF SWALE ELEVATION
177.594	PROPOSED SWALE

NOTE:—FILTER FABRIC IS TO BE LAID UNDER CATCH WATER BASIN LIDS PRIOR TO ANY CONSTRUCTION ON ANY PARCELS OF LAND. THE FILTER FABRIC SHALL REMAIN UNTIL GRASS COVER OVER THE DISTURBED AREAS HAS BEEN RE-ESTABLISHED —DOWN STREAM SIDES OF CATCH WATER BASINS TO HAVE A GOSS-GULLY TRAP INSTALLED (TEE WITH A SCREW IN CAP)

DATE: OCTOBER 25, 2008
BRUCE D. CROZIER, P.Eng

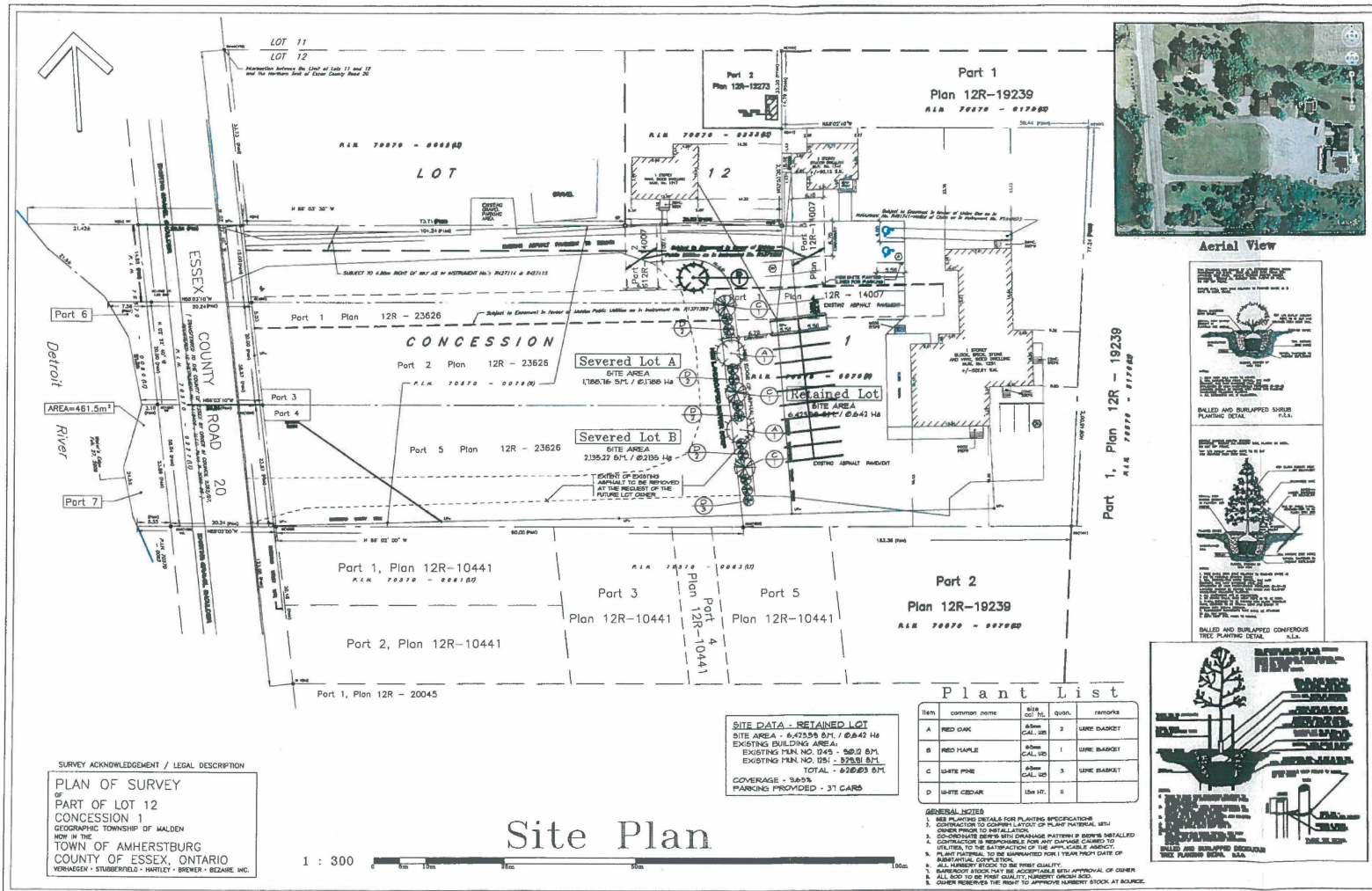
DATE	REVISIONS
NOV. 11, 2008	REVISIONS AS PER TOWN OF AMHERSTBURG & COUNTY OF ESSEX REQUESTS
JAN 22, 2009	REVISIONS AS PER E.I.A.C.A. REQUESTS, GEODETIC BENCHMARK



BRUCE D. CROZIER ENGINEERING INC.
CONSULTING ENGINEER
50 QUEEN AVENUE, SUITE #1,
LEAMINGTON, ONTARIO
N8T 3W1

project title: **2 LOTS FOR DR. DAVID COATES TOWN OF AMHERSTBURG**
sheet title: **SITE/SERVICING PLAN**

date: OCT 28/08	project no: BC-08-068
scale: 1 : 200	
drawn by: W.L.B.	sheet no: 1
checked by: B.D.C.	



Aerial View

SEVERED LOT A
SITE AREA: 1,186.16 SQ.M. / 0.1360 HA

SEVERED LOT B
SITE AREA: 2,136.22 SQ.M. / 0.2385 HA

RETAINED LOT
SITE AREA: 6,473.59 SQ.M. / 0.6842 HA

SKALED AND SHAPED SURVEY PLANTING DETAIL

SKALED AND SHAPED CONTOUR TREE PLANTING DETAIL

Plant List

Item	Common Name	Size	Qty.	Remarks
A	RED OAK	40cm CAL. ID	2	LINE BASKET
B	RED MAPLE	40cm CAL. ID	1	LINE BASKET
C	GLADE PINE	40cm CAL. ID	3	LINE BASKET
D	WHITE CEDAR	1.5m HT.	5	

- GENERAL NOTES**
- SEE PLANTING DETAILS FOR PLANTING SPECIFICATIONS.
 - CONTRACTOR TO CONFORM LAYOUT OF PLANT MATERIAL WITH OWNER PRIOR TO INSTALLATION.
 - CONTRACTOR TO VERIFY SPECIFICATIONS AND BIDDING MATERIALS TO UTILITIES TO THE SATISFACTION OF THE APPLICABLE AGENCY.
 - PLANT MATERIAL TO BE SUBMITTED FOR 1 YEAR PREP CARE OF SUBSTANTIAL COMPLETION.
 - ALL MATERIALS TO BE OF THE BEST QUALITY.
 - LANDSCAPE STOCK MUST BE ACCEPTABLE WITH APPROVAL OF OWNER. ALL STOCK TO BE FINE QUALITY, UNBENT, KNOWN SPECIES.
 - OWNER RESERVES THE RIGHT TO APPROVE NURSERY STOCK AT SOURCE.

SITE DATA - RETAINED LOT
 SITE AREA - 6,473.59 SQ.M. / 0.6842 HA
 EXISTING BUILDING AREA - 500.00 SQ.M.
 EXISTING PLAN NO. 1245 - 500.00 SQ.M.
 TOTAL - 6,973.59 SQ.M.
 COVERAGE - 3.65%
 PARKING PROVIDED - 37 CARS

Site Plan



SURVEY ACKNOWLEDGEMENT / LEGAL DESCRIPTION
 PLAN OF SURVEY OF PART OF LOT 12 CONCESSION 1 GEOGRAPHIC TOWNSHIP OF MALDEN NOW IN THE TOWN OF AMHERSTBURG COUNTY OF ESSEX, ONTARIO
 VORAGER - STUBBSFIELD - HARTLEY - BREWER - BEZARIE, INC.

DATE ISSUED: _____ BY: _____
 DATE ISSUED: _____ BY: _____
 DATE ISSUED: _____ BY: _____

CONSENT TO SEVER

STANFORD CONSULTING & DESIGN LTD.
 625 BERRY STREET EAST LINCOLN ONTARIO L0K 1S0
 TEL: (519) 879-8889 FAX: (519) 879-8886

PROJECT: PROPOSED LOT SEVERANCE
 1245 - 1251 FRONT ROAD
 AMHERSTBURG ONTARIO

SHEET TITLE: SITE PLAN

DATE: JAN / 2015 DRAWN: M.S.

SP:1

SHEET No. _____ COMP. SET
 SCALE: 1:300 / DR. COATES/SITE

FOR OFFICE USE ONLY

R 1549476

CERTIFICATE OF REGISTRATION
CERTIFICATE OF REGISTRATION
ESSEX (02) WINDSOR

13:46
2009 JUN 7 07:10

LAURIER REGISTRAR/REGISTRAR

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

(3) Property Identifier(s) Block Property
70570-0079(R) Additional: See Schedule

(4) Nature of Document
DEVELOPMENT AGREEMENT

(5) Consideration
Dollars \$

(6) Description
Part Lot 12 CON 1, Malden as in R1136762, designated as Parts 1,2,3,7,8,9,10 and Parts 12 through 31 inclusive, on Plan 12R-23822;

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 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)

THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor

Signature(s)

Armando F. DeLuca, Q.C.

Date of Signature

2009 07 28

(11) Address for Service

271 Sandwich St. S., Amherstburg, Ontario N9V 2A5

(12) Party(ies) (Set out Status or Interest)
Name(s)

2002081 ONTARIO INC. (Owner)

Signature(s)

Date of Signature

(13) Address for Service

1249-1255 Front Rd. S., Amherstburg, Ontario

(14) Municipal Address of Property

1249 Front Rd. S.
Amherstburg, On

(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-