

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2011-104

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

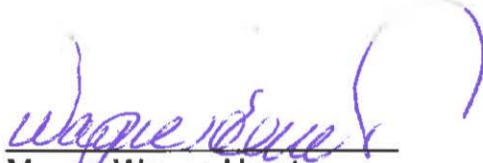
WHEREAS Bouchard Vegetables Limited has proposed the development of property described as Part of Lot 62, Concession 7 known municipally as 7940 Collison Sideroad for use as a greenhouse operation;

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 12th day of December, 2011.



Mayor- Wayne Hurst



Clerk- Brenda M. Percy

TOWN OF AMHERSTBURG
DEVELOPMENT AGREEMENT

BETWEEN: BOUCHARD VEGETABLES LIMITED

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

Registered _____, 2012

THIS AGREEMENT made in triplicate this 12th day of December, 2011.

BETWEEN: BOUCHARD VEGETABLES LIMITED

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 designated parts of the area covered by the Official Plan as a Site Plan Control area;

AND WHEREAS the Corporation intends to develop the said lands for a greenhouse 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 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 recited in full herein:

SCHEDULE "A" – Legal description of the said lands
SCHEDULE "B" – Site Plan/Stormwater Management Review
SCHEDULE "C" – Stormwater Management Review – N.J. Peralta
Engineering dated October 7, 2011
SCHEDULE "D" – Reference Plan 12R-24970

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
 - (a) The location of existing buildings and structures;

- (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) Existing grading plan
4. Schedule "C" hereto shows;
- Letter dated October 7, 2011 from Heide Mikkelsen, P. Eng, N.J. Peralta Engineering Ltd – Stormwater Management Review
5. Schedule "D" hereto shows;
- Reference Plan 12R-24970
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 be responsible for consulting with and obtaining any necessary approvals from the Corporation regarding the onsite sewage system.
9. The Owner shall maintain a parking area as designated on Schedule "B".
10. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
11. The Owner shall install and maintain a system for the disposal of storm and surface water as indicated on Schedule "B" and "C" so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer.
12. 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.
13. 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. There will be no artificial lighting for growing purposes during the night.
14. 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 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.
15. The Owner agrees that there shall be no outside storage of crop waste. The subject waste to be shredded and spread over crop lands as required.
16. The Owner acknowledges that the greenhouse operation currently utilizes well water for plant irrigation. Should there be a proposed change to start using the municipal water supply the Owner shall contact the Corporation to ensure that adequate supply of water is available for the greenhouse operation.
17. 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 state of maintenance as provided for in this Agreement.
18. 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.
19. 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.
20. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 30 or after notice of an opinion, which Council of the Corporation determines is correct under Section 31; 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.
21. 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.

22. 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.
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. 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: BOUCHARD VEGETABLES
LIMITED**



President- Steeve Bouchard

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor- Wayne Hurst



Clerk- Brenda M. Percy

Authorized and approved by By-law No. 2011-104
enacted the 12th day of December, 2011.

SCHEDULE "A"

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

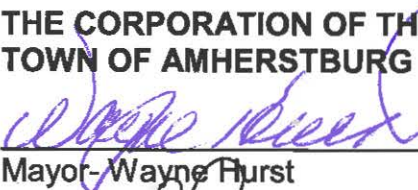
Part of Lot 62, Concession 7 being Part 2 on Plan 12R-24970
(Geographic Township of Malden)
Town of Amherstburg
County of Essex
Province of Ontario

**OWNER: BOUCHARD VEGETABLES
LIMITED**



President- Steeve Bouchard

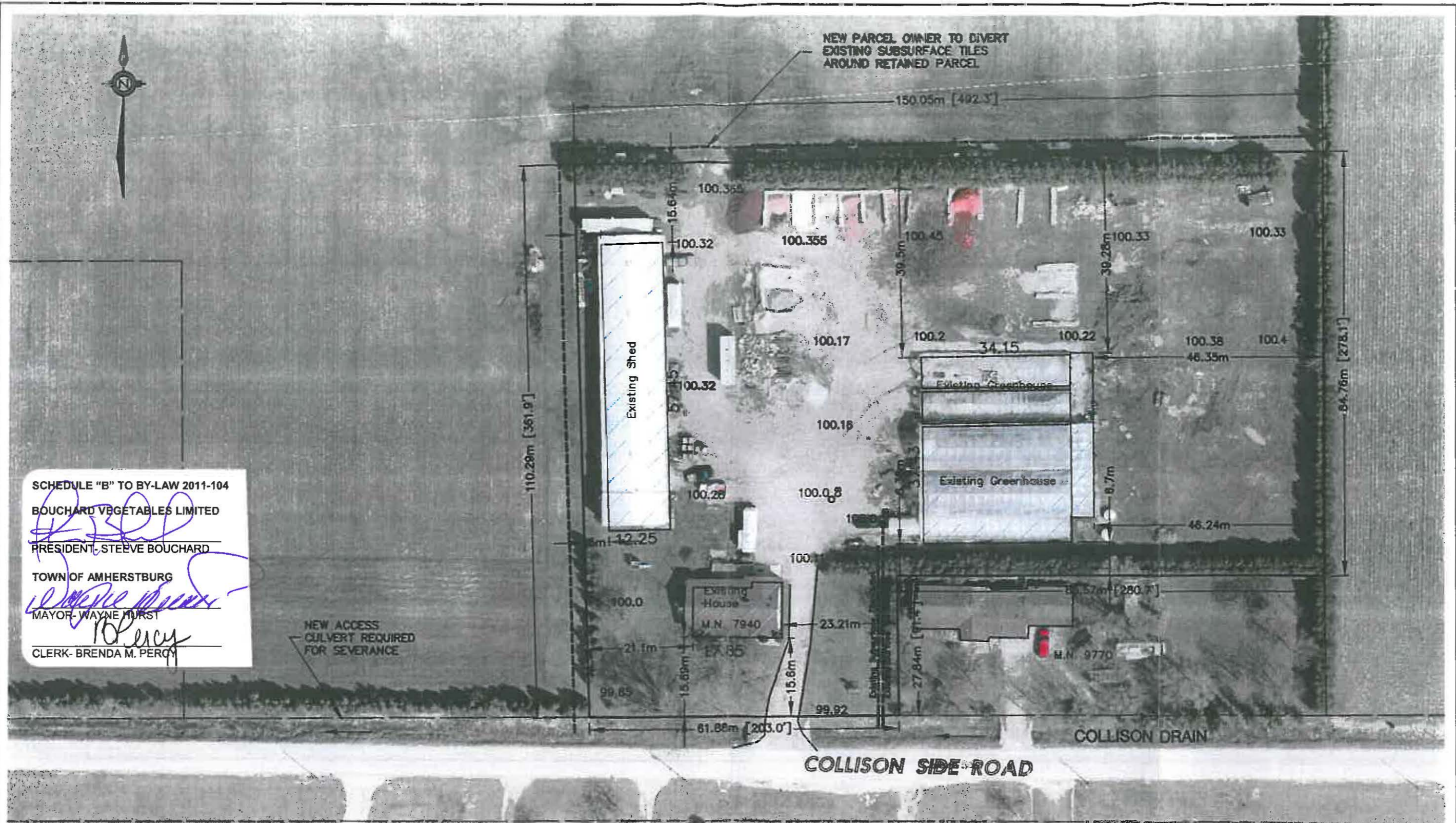
**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor- Wayne Hurst

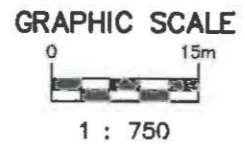


Clerk- Brenda M. Percy



SCHEDULE "B" TO BY-LAW 2011-104
 BOUCHARD VEGETABLES LIMITED
 PRESIDENT, STEVE BOUCHARD
 TOWN OF AMHERSTBURG
 MAYOR, WAYNE HURST
 CLERK, BRENDA M. PERCY

1. THE ACCURACY OF THE UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED BY THE OWNER OR N. J. PERALTA ENGINEERING LTD. OTHER UTILITIES MAY BE PRESENT OR THE UTILITIES SHOWN MAY DIFFER IN SIZE OR LOCATION SHOWN.



SITE DETAILS	
TOTAL PROPERTY AREA =	1.417 Ha.
EXISTING BUILDING AREA =	0.21 Ha.
PROPOSED BUILDING AREA =	0.00 Ha.
COVERAGE =	14.8%

**JON PARKS SEVERANCE
 SWM REVIEW**
 7940 Collison Sideroad
 IN THE
TOWN OF AMHERSTBURG
 IN THE
COUNTY OF ESSEX • ONTARIO

N. J. Peralta Engineering Ltd.
 45 DIVISION STREET NORTH
 KINGSVILLE, ONTARIO
 N9Y 1E1

DATE: OCTOBER 7th, 2011
 REVISED: OCTOBER 27th, 2011
 REMSED: DECEMBER 3rd, 2011

FILE No.: E11-035	DRAWN BY: H.C.M. PLOT CODE: 1:1 FILE: E11035.DWG	SITE PLAN
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N. J. Peralta Engineering Ltd.

Consulting Engineers

October 7th, 2011

The Corporation of the Town of Amherstburg
271 Sandwich St. South
Amherstburg, Ontario
N9V 2A5

Attention: Lory Bratt, Planning Co-ordinator

Dear Lory:

SUBJECT: JON PARKS/STEEVE BOUCHARD SEVERANCE SWM REVIEW
Town of Amherstburg, County of Essex
Project No. E-11-035

SCHEDULE "C" TO BY-LAW 2011-104

BOUCHARD VEGETABLES LIMITED


PRESIDENT- STEEVE BOUCHARD

TOWN OF AMHERSTBURG


MAYOR- WAYNE HURST


CLERK- BRENDA M. PERCY

We have been asked by our client to perform a preliminary stormwater management review for their proposed severance located at 7940 Collison Sideroad, Part Lot 62, Concession 7, Geographic Township of Malden, in the Town of Amherstburg.

We have visited the site and took elevation shots with an automatic level with the client's assistance. These elevations are shown on the enclosed air photo. It appears that the area to be retained by the current owner drains southerly to the Collison Sideroad Drain, located on the north side of Collison Sideroad, just south of the subject property. The entire parcel is assessed to drain to the Collison Sideroad Drain and has cut off benefit only to the Howie Drain. The both the severed and retained parcels will remain assessed to drain to the Collison Sideroad Drain with cut off benefit from the Howie Drain.

In a walkthrough of the site with Mr. Parks, it appeared that the gutter connect greenhouses drain easterly to downspouts that connect to an underground drainage pipe. Overflow from the gutters goes onto the ground and drains overland to the existing catchbasins in the main parking/loading area.

There are 2 tile outlets to the Collison Sideroad Drain that were pointed out to us in our meeting at the site, one for the retained site, and the other for the existing field tiles for the severed farmland. Mr. Parks said that he would be installing a cut off tile along the south end of the severed land along the perimeter of the retained parcel to direct the field tiles to the Collison Sideroad Drain. This tile will be installed on the severed farm lands. The existing tiles that are cut off will be plugged and left in place so that any existing tiles on the retained parcel can continue to drain.

There did not appear to be any ponding on the site (it was raining during our site visit). Mr. Parks noted that they did

-2-

not experience any significant drainage problems during the large storm events in the summer.

The owner of the retained parcel does not anticipate increasing the size of the existing greenhouses at this time. Should the owner wish to expand, he will require a building permit and modification to the site plan agreement. At that time a more intensive stormwater management study may have to be completed.

It is understood that the greenhouse currently utilizes well water for the irrigation of the flowers. Should there be a change to start using the municipal water supply, the Town of Amherstburg should be contacted to ensure that adequate supply of water is available for the greenhouse.

It is to be noted that another condition for the farms lands to be severed is for an access bridge to be placed over the Collison Sideroad Drain through a engineers report pursuant to the Drainage Act. It is our understanding that the Town of Amherstburg has already appointed an engineer to perform these works.

Taking the above into account, there does not appear to be any drainage issues with the parcels as they exist to prevent the parcel from being severed. Should the retained parcel need to expand beyond the existing coverage of greenhouses, it may be necessary to investigate the stormwater management of the site in greater detail.

We trust that you find all of the above and enclosed satisfactory; however, should you have any questions regarding same, please do not hesitate to contact us.

Yours very truly,

N. J. PERALTA ENGINEERING LTD.



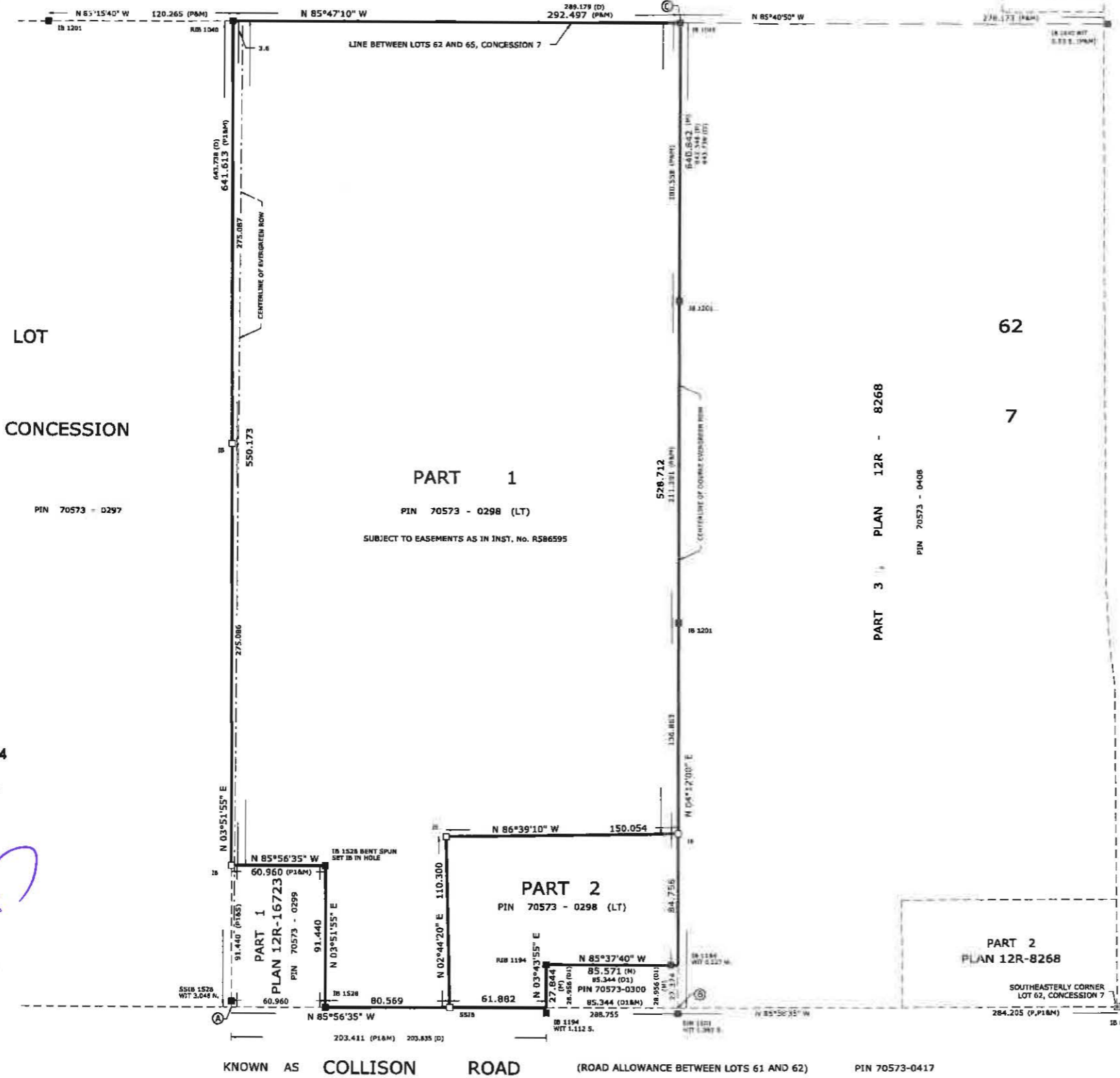
Heide Mikkelsen, P.Eng.

cc. Jon Parks
Steeve Bouchard

Encl.



LOT 65, CONCESSION 7
PART 3 PLAN 12R - 8268 PIN 70573 - 0408



PART 1
PLAN 12R-8268

ESSEX COUNTY ROAD No. 20
(FORMERLY THE KING'S HIGHWAY No. 18)

ESSEX COUNTY ROAD No. 41
(ROAD BETWEEN THE TOWNSHIPS OF MALDEN AND COLCHESTER SOUTH)

SCHEDULE "D" TO BY-LAW 2011-104
BOUCHARD VEGETABLES LIMITED
PRESIDENT- STEVE BOUCHARD
TOWN OF AMHERSTBURG
MAYOR- WAYNE HURST
CLERK- BRENDA M. PERCY

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT
DATE
JANUARY 10, 2012
RICHARD W. MURRAY

RECEIVED AND DEPOSITED
PLAN 12R-24970
DATE
2012 JAN 10
BARBARA CAIRA
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

SCHEDULE

PART	LOT	CONCESSION	PIN	AREA
1	PART OF LOT 62	7	PART OF 70573-0298 (LT)	16.425 ha
2	PART OF LOT 62	7	PART OF 70573-0298 (LT)	1.417 ha

PARTS 1 AND 2 ARE SUBJECT TO EASEMENTS AS IN INST. No. R586595
PARTS 1 AND 2 ARE ALL OF PIN 70573-0298 (LT)

PLAN OF SURVEY SHOWING
PART OF LOT 62
CONCESSION 7
TOWN OF AMHERSTBURG
(GEOGRAPHIC TOWNSHIP OF MALDEN)
COUNTY OF ESSEX, ONTARIO

SCALE 1: 2000
0 20 50 100 METERS 200

RICHARD W. MURRAY O.L.S.

COORDINATES ARE TO RURAL ACCURACY PER SEC. 14.2 OF O.REG. 216/10

POINT ID	NORTHING	EASTING
A	4656370.925	333951.362
B	4656350.481	334239.367
C	4656989.544	334286.331

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

INTEGRATED SURVEY-UTM ZONE 17, NAD83 (CSRS) (1997.0)
BEARINGS ARE UTM GRID AND ARE DERIVED FROM THE HUR-NET GPS NETWORK, ESSEX BASE North 4669954.295, East 337491.393, AND ARE REFERRED TO THE CENTRAL MERIDIAN 81° WEST (LONGITUDE).
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99991249
FOR BEARING COMPARISONS A ROTATION OF 1°15'50" CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 12R-16723
FOR BEARING COMPARISONS A ROTATION OF 1°23'15" CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 12R-8268

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM
(2) THE SURVEY WAS COMPLETED ON THE 28TH DAY OF OCTOBER, 2011

JANUARY 10, 2012
DATE
RICHARD W. MURRAY O.L.S.

METRIC: DISTANCES AND COORDINATES SHOWN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND
 IB DENOTES 5/8" SQUARE BY 2' LONG IRON BAR
 SSIB DENOTES 1" SQUARE BY 2' LONG IRON BAR
 SIB DENOTES 1" SQUARE BY 4' LONG STANDARD IRON BAR
 ■ FOUND □ PLANTED WIT WITNESS
 CC DENOTES CUT CROSS UN DENOTES UNIDENTIFIED SURVEY MONUMENT
 IA DENOTES INACCESSIBLE SURVEY MONUMENT
 P1 DENOTES PLAN 12R-8268 P1 DENOTES PLAN 12R-16723
 S/P DENOTES SET BY PROPORTION S/P DENOTES SET BY PROPORTION
 -A- OR NTS DENOTES NOT TO SCALE D1 DENOTES INST. No. R1057752
 D DENOTES INST. No. R586595 1201 Ross A. Clarke OLS
 1040 W.J. Satterington OLS 1341 Richard W. Murray OLS
 1502 V.S.H.B.B. Inc OLS 1528 V.S.H.B.B. Inc OLS
 CA C.G.R. Armstrong OLS

RICHARD W. MURRAY CAD: AMH-7-62
ONTARIO LAND SURVEYOR
13009 WALKER ROAD
P.O. BOX 360, STATION A
WINDSOR, ONTARIO N9A 6L7 www.rmurray.ca
PH 519-973-5464 1-800-265-5369 FAX 1-519-254-6622
DRAWN BY: RAH CHECKED BY: RJ FILE NO: AMH-7-62

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

Properties

PIN 70573 - 0751 LT
Description PT LT 62 CON 7 MALDEN DESIGNATED AS PT 2 PL 12R24970; TOWN OF AMHERSTBURG
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 Street South, Amherstburg, Ontario, N9V 2Z3

I, Lory Bratt, AMCT Planning Coordinator, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name BOUCHARD VEGETABLES LIMITED *Capacity* Registered Owner
Address for Service 6812 Essex Rd. 50
Harrow, Ontario
NOR 1G0

Steeve Bouchard, President, have the authority to bind the corporation

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

Schedule: See Schedules

Signed By

Thomas Robert Porter 500-251 Goyeau Street acting for Signed 2012 02 10
Windsor Applicant(s)
N9A 6V2
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 2012 02 10
Windsor
N9A 6V2
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 : #64136

Party To Client File Number : 64136