

Agreement # - 2013-031
Bylaw # - 2013-111

LRO # 12 Notice

Received as CE606886 on 2014 04 17 at 10:40

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

yyyy mm dd Page 1 of 11

Properties

PIN 01551 - 0498 LT
Description PT NW1/4 LT 11 CON 7 ANDERDON PT 1, 12R1923; S/T AN12453; AMHERSTBURG
Address 7809 HOWARD
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 REBECCA BELANGER, MCIP, RPP, MANAGER OF PLANNING AND DEVELOPMENT SERVICES.

Party To(s)

Capacity

Share

Name JONES, TERRY THOMAS
Address for Service 7809 Howard
Amherstburg, ON.
Registered Owner

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

Name JONES, LISA DENISE
Address for Service 7809 Howard
Amherstburg, ON.
Registered Owner

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) REBECCA BELANGER, MANAGER OF PLANNING AND DEVELOPMENT SERVICES

Schedule: See Schedules

Signed By

Thomas Robert Porter 500-251 Goyeau Street acting for Signed 2014 04 17
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 2014 04 17
Windsor
N9A 6V2

Tel 519-258-0615

Fax 5192586833

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yyyymmdd Page 2 of 11

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :	64672
Party To Client File Number :	64672

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2013-111**

By-law to authorize the signing of a Development Agreement

WHEREAS Terry Thomas Jones and Lisa Denise Jones have proposed the development of property at 7809 Howard Avenue for purposes of a waste disposal site;

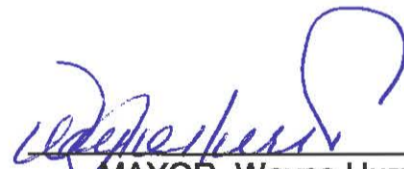
AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;


NOW THEREFORE the Council of the Corporation of the Town of Amherstburg 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.

THIS by-law shall come into force and effect upon the final passage hereof.

Read a first, second and third time and finally passed this 16th day of December, 2013.


MAYOR- Wayne Hurst


CLERK- Brenda M. Percy
Deputy Clerk, Paula Parker

**TOWN OF AMHERSTBURG
DEVELOPMENT AGREEMENT**

BETWEEN:

TERRY THOMAS JONES AND LISA DENISE JONES

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 16th day of December, 2013.

BETWEEN: **TERRY THOMAS JONES and LISA DENISE JONES**
both of the Town of Amherstburg, in the County of Essex
and Province of Ontario

(Hereinafter collectively called "**Owner**")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the "**Corporation**")

OF THE SECOND PART;

Hereinafter collectively referred to as the "**Parties**"

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

AND WHEREAS the Owner warrants it is the registered owner of the 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, including the Lands, as a Site Plan Control area;

AND WHEREAS the Owner intends to develop the Lands for the purpose of a waste disposal site with restrictions, 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 Lands requires the Owner to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, along with 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 and sufficiency of which are 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:
2. Schedule "A" hereto describes the Lands;
3. Schedule "B" (the "**Site Plan**") hereto shows:
 - (a) The location of all buildings and structures to be erected on the lands as part of the Owner's proposed development of same;

- (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;
 - (e) Landscaped and constructed berm areas;
 - (f) Site Servicing
4. The Owner shall submit a Stormwater Management Plan for approval by the Corporation and by ERCA.
5. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas Limited and Bell Canada Limited regarding any matters that relate to services provided to the Lands by Hydro One, Union Gas Limited and Bell Canada Limited.
6. The Owner shall be responsible for consulting with and obtaining any necessary approvals for the proposed development of the Lands, as outlined on the Site Plan, from the provincial Ministry of the Environment, ERCA, and the Engineering Department of the County of Essex (the "County"), as well as from any other governmental authority having jurisdiction with respect to the proposed development of the Lands.
7. The Owner shall obtain a report from a septic system designer/installer, who is properly certified in this regard with the Ministry of Municipal Affairs & Housing, that the existing private septic system serving the Lands is in working order, that it will not be adversely affected by the proposed development of the Lands, and that it will satisfactorily service the Lands following the proposed development taking place. Further, the Owner shall make satisfactory arrangements with the Chief Building Official of the Corporation (the "Chief Building Official") or his designate to be present onsite for inspection purposes when the field investigation is conducted by the designer/installer.
8. The Owner shall be responsible for obtaining a change of use permit from the Chief Building Official.
9. The Owner shall ensure that trucks and equipment leaving the Lands are not laden with dirt, mud or debris. The Owner shall keep the surface of the highway adjacent to the Lands clean of any debris, and upon notice from the Corporation, the Owner shall immediately clean the debris off the highway. Failure of the Owner to respond will result in the Corporation arranging for the cleaning and invoicing the Owner, the Corporation having the right to recover any expense relating to same in the same manner as municipal taxes relating to the Lands.
10. Stormwater Management
- Without limiting the generality of Section 4 hereof, it is acknowledged that the proposed development of the Lands requires special measures to deal with stormwater management, and accordingly, the Owner shall:
- (a) undertake a site grading plan and a stormwater management analysis to the satisfaction of the Corporation and ERCA.
 - (b) install stormwater management measures as approved by the Corporation and the ERCA as part of the development of the Lands, which measures shall then be carried out to the satisfaction of the Corporation and ERCA;.

- (c) The Owner shall obtain the necessary permits and/or clearances from all governmental authorities having jurisdiction prior to construction activities and/or site alterations commencing of the Lands;
 - (d) The Owner shall conduct regular inspections once every two weeks, as well as after each sizable storm event (25mm of rainfall and/or continuous rainfall events) of all sediment and erosion control measures recommended in the approved stormwater management plan, and shall provide a report to the Corporation and to ERCA during and after the construction of improvements for the facilities on the Lands. For greater certainty, and notwithstanding any other stormwater management requirement, the Owner shall ensure that any sediment in the ponds on the Lands shall not exceed the invert bottom of the outlet pipe.
 - (e) The Owner shall maintain an inspection log which shall be made available for review by the Corporation and the ERCA, upon request. The log shall state the name of the inspector, the date upon which each inspection took place, as well as a description of any rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue as noted above until development of the Lands is complete and approved by the Corporation. After construction is complete, with all relevant permits relating to such construction being finalized, the Owner shall make semi-annual inspections or as provided for in the Stormwater Management report referred to in Section 4 hereof.
11. The Owner shall install and maintain a system for the disposal of storm and surface water in accordance with the Stormwater Management report referred to in Section 4 hereof so that no such water will flow along the surface from the Lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and ERCA.
 12. The parking or loading areas and lanes and driveways shall be paved with asphalt or concrete or other 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.
 13. The Owner shall construct a southbound left turn slip-around lane on Howard Avenue in accordance with the Transportation Impact Assessment prepared by Dillon Consulting Limited and dated January 11th, 2012, provided that the design and drawings for such left turn lane shall first be submitted to the Corporation and the County for review and approval before construction of same commences.
 14. The Owner shall maintain a minimum of THIRTEEN (13) parking spaces, as outlined on Schedule "B".
 15. All walkways on the Lands, where so outlined on the Site Plan, shall be constructed of either concrete or interlocking paving stone by the Owner and to the satisfaction of the Corporation.
 16. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development of the Lands by the Owner, such damage shall be immediately repaired or replaced by the Owner.

17. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
18. Any garbage or refuse from any operation or activity on the Lands 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. In addition, and for greater certainty, outdoor storage of all materials shall comply with Sections 3.2 (dealing with wood products) and 3.5 (dealing with Salvage Shops and Salvage Yards) of the Ontario Fire Code, as may be amended from time to time.
19. The Owner acknowledges that operations and activities on the Lands shall be limited from 7 a.m. to 7 p.m., from Monday to Saturday, and that delivery of waste materials etc. to the Lands shall also only occur between such times and on such days.
20. The construction of the berm and installation of the 2.5 metre acoustical fence (20kg/m²) on top of the berm shall be completed to the satisfaction of the Corporation prior to occupancy and use of the development on the Lands being permitted.
21. Any and all lighting on the Lands 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.
22. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation the portions of the Lands so indicated on the Site Plan. The Owner agrees that the Lands will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the 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 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.
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 on the Lands until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him/her certifying that all services on or in the 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.

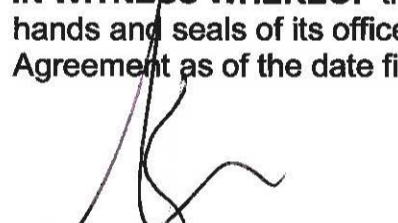
25. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the Lands to inspect:
 - (1) The progress of development;
 - (2) The state of maintenance as provided for in this Agreement.
26. In the event of any servant, officer or agent of the Corporation determining upon inspection that the development is not proceeding in strict accord with the plans and specifications filed with the Corporation, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the Lands, and shall 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 that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the progress of the development or as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall be permitted to express its position as to whether such progress or maintenance is satisfactory, following which Council of the Corporation shall make a decision, by resolution, as to whether to lift or sustain the prior decision of the Corporation's servant, officer or agent, 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 under Section 26 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
30. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 26 or 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) week written notices 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 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 if its performance of the said obligations.

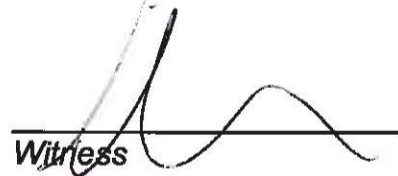
33. In the event that no construction on the Lands has commenced on or before the expiry of one (1) year from the date of registration of this Agreement, the Corporation may subsequently, at its option, on one month's written notice to the Owner, terminate this Agreement, whereupon the Owner acknowledges that agrees that it will not be able to undertake any development construction on the Lands (or any further development or construction) on the Lands.
34. 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.
35. A financial guarantee (being in the form of a certified cheque payable to the Corporation or irrevocable letter of credit address to the Corporation, being self renewing without burden of proof in the case of the latter) for 50% of the value of on-site improvements on the Lands, exclusive of buildings and structures, shall be posted with the Corporation by the Owner, in addition to further financial security, in the same form as described above, in the amount of 100% for all off-site works required as part of this development. With respect to determining values herein, 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 Corporation's Director of Engineering and Infrastructure. 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, again in the form described above, for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.
36. 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 lands.
37. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
38. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario Contract.
39. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement.
40. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not effect the construction or interpretation hereof.

- 41. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
- 42. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
- 43. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement, and are hereby incorporated into this Agreement by reference.
- 44. This Agreement constitutes the entire agreement among the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.

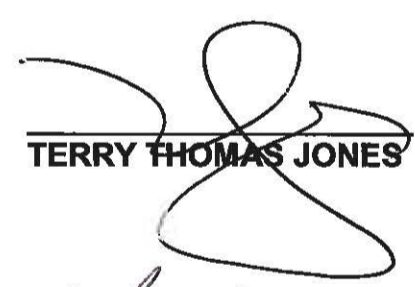
IN WITNESS WHEREOF the Owner and the Corporation (the latter under the hands and seals of its officers duly authorized in this regard), have executed this Agreement as of the date first above written.




Witness



Witness

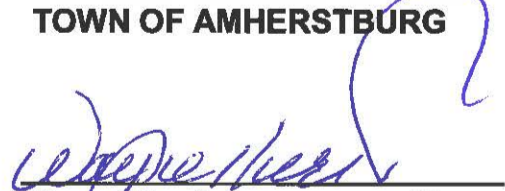


TERRY THOMAS JONES

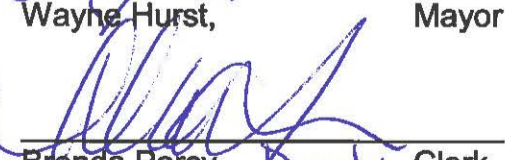


LISA DENISE JONES


THE CORPORATION OF THE TOWN OF AMHERSTBURG



Per Wayne Hurst, Mayor



Per Brenda Percy, Deputy Clerk



Paula Parker

We have authority to bind the Corporation

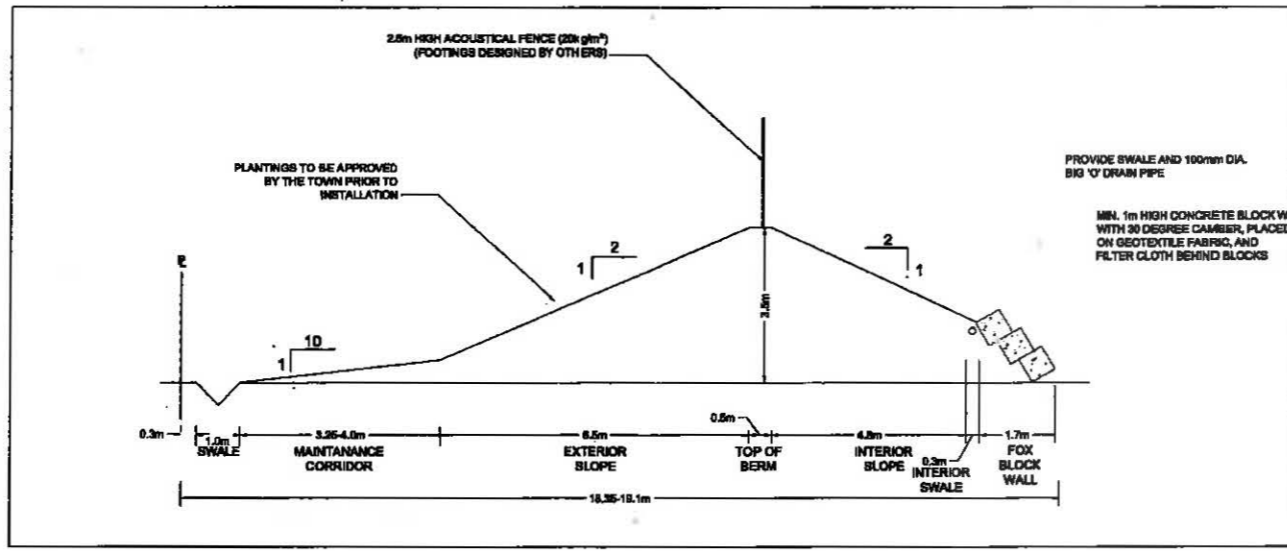
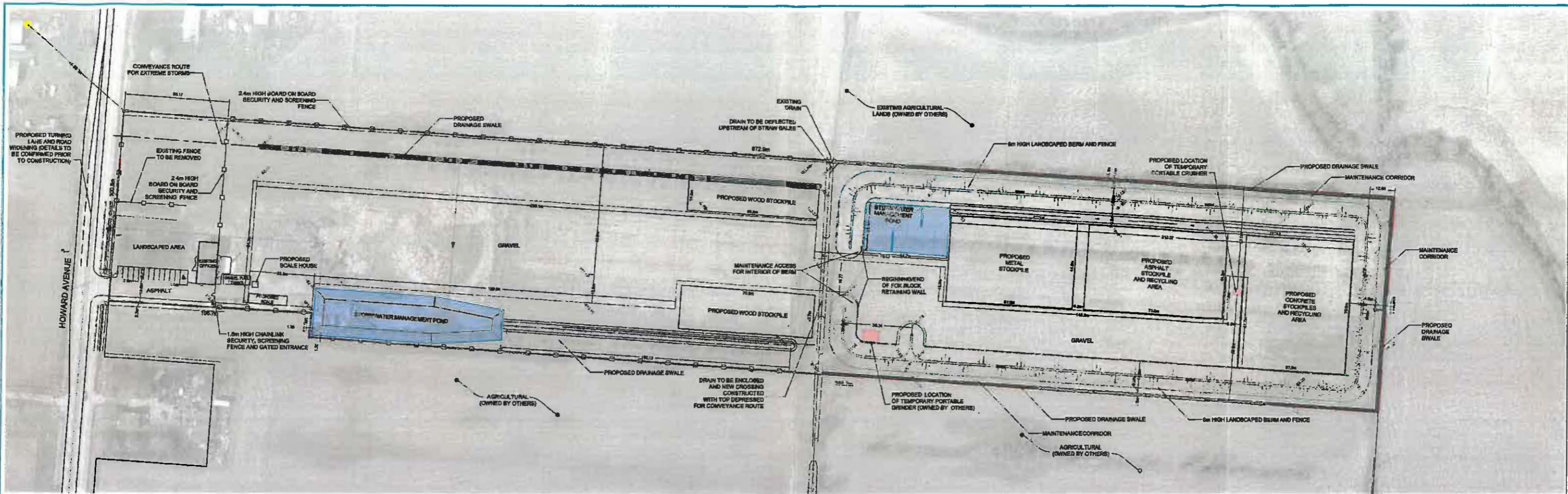
Authorized and approved by By-law
No. 2013-111 enacted the 16th day of
December, 2013.

SCHEDULE "A"

DESCRIPTION OF THE LANDS

Part Lot 11, Concession 7
Town of Amherstburg, County of Essex and Province of Ontario
Designated as Part 1, Reference Plan 12R-1923,
Town of Amherstburg,

Being all of PIN 01551-0498 (LT)



CROSS SECTION: NOISE ATTENUATION BARRIER AND SWALE

SCHEDULE "B" TO BY-LAW 2013-111

TERRY THOMAS JONES

LISA DENISE JONES

TOWN OF AMHERSTBURG

WAYNE HURST, MAYOR

BRENDA M. PERCY, CLERK

Paula Parker, Deputy Clerk.

JONES GROUP LTD.
DEVELOPMENT OF 7809 HOWARD AVENUE
IN THE TOWN OF AMHERSTBURG
SITE PLAN CONTROL APPLICATION

SITE PLAN

LEGEND

- SUBJECT SITE
- GRAVELED AREA
- PORTABLE CRUSHER/GRINDER
- DRAINAGE SWALE
- NEW ASPHALT
- LANDSCAPED BERM
- STORMWATER MANAGEMENT POND

STATISTICS

Site Area	= 7.5ha (18.5 acres)	Curbing Length	= 157m
Building Area	= 223.0 sq.m (2,400 sq.ft.)	Area of Asphalt	= 0.1ha (0.2 acres)
Parking Spaces Required	= 6 spaces	Area of Gravel	= 2.14ha (5.3 acres)
Parking Spaces Provided	= 13 spaces	Screening Fence Length-Chainlink	= 337m
Accessible Spaces Required	= 0 spaces	Screening Fence Length-Board	= 382m
Accessible Spaces Provided	= 1 spaces	Minimum Parking Space	= 2.8m x 5.5m
		Minimum Accessible Space	= 3.7m x 6.0m



File Location: g:\cad\137827 Jones group\08-planing\01-contract\137827- site plan control - rev
 december 10, 2013.dwg
 December, 11, 2013 2:23 PM

SCALE 1:2000
N

PROJECT #: 13-7827 STATUS: SPC SUBMISSION DATE: 11/21/13