

**CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2014-26**

**By-law to authorize the execution of a Development Agreement between  
Families First Funeral Home and Chapel Inc. and the Council of  
The Corporation of the Town of Amherstburg  
585 Sandwich Street South, Amherstburg**

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**WHEREAS** under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;


**AND WHEREAS** the Council of The Corporation of the Town of Amherstburg and owners of 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 hereby authorized to enter into a Development Agreement between Families First Funeral Home and Chapel Inc. and The Corporation of the Town of Amherstburg for the development of 585 Sandwich Street South for purpose of a funeral home, said agreement affixed hereto;
2. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed this 22<sup>nd</sup> day of April, 2014.

  
MAYOR - WAYNE HURST

  
DEPUTY CLERK - PAULA PARKER

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

**Properties**

*PIN* 70568 - 0267 LT  
*Description* BLK 69 PL 12M252 PTS 1 TO 3 12R10281, S/T LT120394; AMHERSTBURG  
*Address* 585 SANDWICH STREET SOUTH  
 AMHERSTBURG

*PIN* 70568 - 0231 LT  
*Description* PCL BLK 14-1 SEC 12M311; BLK 14 PL 12M311; AMHERSTBURG  
*Address* 585 SANDWICH STREET SOUTH  
 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, Ontario  
 N9V 2A5

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

This document is being authorized by a municipal corporation REBECCA BELANGER, MANAGER OF PLANNING AND DEVELOPMENT SERVICES.

**Party To(s)**

*Capacity*

*Share*

*Name* FAMILIES FIRST FUNERAL HOME & CHAPEL INC. Registered Owner  
*Address for Service* c/o Brian Parent  
 3260 Dougall Ave.  
 Windsor, ON  
 N9E 1S6

This document is being authorized by a municipal corporation REBECCA BELANGER, MANAGER OF PLANNING AND DEVELOPMENT SERVICES.

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

Schedule: See Schedules

**Signed By**

Thomas Robert Porter 500-251 Goyeau Street acting for Signed 2014 05 05  
 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).

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

**Submitted By**

MOUSSEAU DELUCA MCPHERSON PRINCE

500-251 Goyeau Street  
Windsor  
N9A 6V2

2014 05 05

519-258-0615

Fax 5192586833

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**File Number**

Applicant Client File Number : 64681

Party To Client File Number : 64681

## DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this 22nd day of April, 2014.

BETWEEN:

**FAMILIES FIRST FUNERAL HOME & CHAPEL 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 "Lands";

**AND WHEREAS** Families First 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 for greater certainty, shall be deemed to mean Families First;

**AND WHEREAS**, the Official Plan in effect in the Town of Amherstburg designated parts of the area covered by the Official Plan, including the Lands, as a Site Plan Control area;

**AND WHEREAS** it is intended to develop or redevelop the Development Lands for a commercial funeral home all in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

**AND WHEREAS** the Owner wishes to develop the lands in multiple phases, it being understood that a subsequent application for site plan control approval and an amending development agreement will be submitted for the Corporation's review and approval with respect to Phase 2 of this development;

**AND WHEREAS** the Corporation, as a condition of development or redevelopment of the Development Lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the goods and valuable consideration and the sum of FIVE DOLLARS (\$5.00) 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:
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 parking facilities and access driveways, including driveways for emergency vehicles;
  - (c) Walkways and all other means of pedestrian access and;
  - (d) Landscape Plan and Details (including, without limiting the generality thereof, plant materials);
  - (e) The location and proposed details of the externally illuminated ground sign with an elevation detail.
4. Schedule "C" Elevations of the Proposed Commercial Funeral Home.
5. Schedule "D" Site Servicing and Site Grading Plan
6. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One regarding any matters that relate to services for the Development Lands to be provided by Hydro One. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
7. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Union Gas and Bell Canada regarding any matters that relate to services to be provided by Union Gas and Bell Canada. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to these services resulting from this development.
8. If any proposed upgrades to the existing utilities within the municipal right-of-way are required, the Owner must provide copies of the plans on any utility work to the satisfaction of the Corporation.
9. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of the Environment, the Essex Region Conservation Authority (ERCA) and the County of Essex Engineering Department, as necessary.
10. All of the exterior walls of the buildings shall be as per the elevation drawings as shown on Schedule "C" hereto.
11. 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.
12. The Owner shall maintain a minimum of parking spaces on the Development Lands, as designated on Schedule "B".
13. All walkways on the Development 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.
14. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development of the Development Lands by the Owner, such damage shall be repaired or replaced by the Owner.
15. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
16. Stormwater Management/Drainage Issues

The Owner agrees that prior to final approval:

- (a) the stormwater management plan shall be finalized to the satisfaction and approval of the Corporation, and the ERCA;
  - (b) install the 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) 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) conduct regular inspections once every two weeks and after each sizeable storm event of all sediment and erosion control measures recommended in the approved stormwater management plan during the construction phase;
  - (e) maintain an inspection log which shall be made available for review by the Corporation and Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the Corporation or until site construction conditions warrant cessation of the visits;
17. 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.
18. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Corporation'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.
19. 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 Site Plan.
20. All driveways for emergency vehicles shall:
- (a) Be connected with a public thoroughfare;
  - (b) Be designed and constructed to support expected loads imposed by firefighting equipment;
  - (c) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
  - (d) Have a clear width of 3 metres at all times;
  - (e) 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;
  - (f) Have an overhead clearance not less than 4.5 metres;
  - (g) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
  - (h) Have approved signs displayed to indicate the emergency route.

21. 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 him/her certifying that all services on or in the Development 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.
22. The Corporation, through its servants, officers and agents, including, without limiting the generality of the foregoing, the Corporation's building inspector, plumbing inspector, fire chief, public works head and/or municipal engineer may from time to time and at any time enter on the Development Lands to inspect:
  - (a) The progress of development and servicing, all as provided for in this Agreement;
  - (b) The state of maintenance, all as provided for in this Agreement.
23. 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 appeal to Council of the Corporation as hereinafter provided.
24. 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 the Owner's last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or shall appeal to the Council of the Corporation as hereinafter provided.
25. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to 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 express its opinion as to whether such progress or maintenance is satisfactory, by resolution, officer or agent, which shall constitute a final determination of the matter.
26. In the event that an Owner should fail to obey a stop work order issued under Section 23 hereof, in addition to any other remedy, the Owner recognizes the right of the Corporation to apply to the Court for an Order granting injunctive relief, both interlocutory and permanent. The Owner acknowledges and admits that its failure to obey a stop work order constitutes irreparable harm to the Corporation and that the balance of convenience favours granting such injunctive relief without further proof thereof by the Corporation. The Owner shall be liable to the Corporation for all costs in relation to obtaining such an Order, including all legal costs. The costs shall be deemed to be municipal taxes and to be recoverable in accordance with Section 32 of this Agreement.
27. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Sections 23 or 24 or after notice of an opinion, which Council of the Corporation determines is correct under Section 25 the Council of the Corporation may direct the Owner to correct any default of the matter or thing being done by the Owner, not less than two (2) weeks after notice is sent by regular mail to the last known 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 shall be

deemed to be municipal taxes and to be recoverable in accordance with Section 32 of this Agreement.

28. 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 1 hereof, it shall make application to the 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, as may be amended from time to time.
29. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the Development 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 obligation or any act or omission of the Corporation under this Agreement.
30. In the event that no construction on the Development Lands has commenced within 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, require that the Owner not undertake any further development or construction in respect to the Lands without the consent of the Corporation. The Corporation may enforce this section in the same manner as a stop work order under Section 26 of this Agreement.
31. The sanitary service connection will require a sample manhole to be installed at the property line of the Development Lands in accordance with Schedule "B".
32. 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 349 of the Municipal Act, 2001, as may be amended from time to time, shall apply.
33. The Owner agrees that if traffic issues become a problem, as determined by the Corporation at its sole discretion, a traffic impact study will be completed by the Owner prior to the construction of Phase 2. The Owner agrees to construct any necessary improvements into the site, resulting from the traffic study, at their cost.
34. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for FIFTY PERCENT (50%) of the value of on-site improvements of this development, exclusive of buildings and structures, is required to be paid and/or posted with the Corporation, in addition to further financial security in the amount of ONE HUNDRED PERCENT (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 by the Town's Director of Engineering and Infrastructure for his/her approval, with any decision by the Town's Director of Engineering and Infrastructure in this regard to be final and binding upon the Owner. 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 (1) year maintenance period in the amount of FIFTEEN PERCENT (15%) of the cost of on-site and off-site improvements.
35. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, to enforce its provisions against the Owner named herein and any and all subsequent owners of the lands.



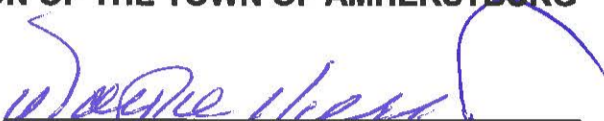
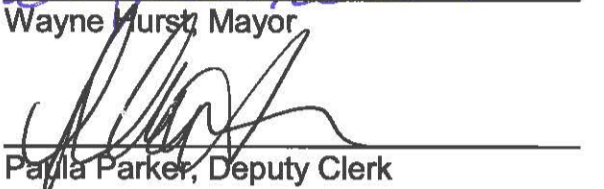
36. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
37. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario Contract.
38. 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; provided that the severance of the provision or part does not fundamentally impair the rights of the Corporation in which case the Corporation may declare, without the consent of the Owner, this Agreement void, and all development and construction shall cease pending the execution of a new Agreement by the parties.
39. 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.
40. 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.
41. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
42. 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.
43. 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 Parties have executed this Agreement, as of the date set out above, under the hands and seals of their respective and duly-authorized signing officers.

**FAMILIES FIRST FUNERAL HOME & CHAPEL INC.**

Per   
Brian Parent, President  
*I have authority to bind Families First*

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

Per:   
Wayne Hurst, Mayor  
  
Per: Paula Parker, Deputy Clerk

*We have authority to bind the (Municipal) Corporation*

Authorized and approved by By-law  
No. 2014-26 enacted the 22nd day of  
April, 2014.

**SCHEDULE "A"****LEGAL DESCRIPTION OF THE DEVELOPMENT LANDS**

Part of Lot 4, Concession 1, Town of Amherstburg, County of Essex,  
Designated as Block 69 on 12M-252 being PIN 70568-0267 and Block 14 on 12M-  
311 being PIN 70568-0231.

SCHEDULE "B" TO BY-LAW 2014-26  
**FAMILIES FIRST FUNERAL HOME & CHAPEL INC.**

Brian Parent, President

TOWN OF AMHERSTBURG

Mayor- Wayne Hurst

Deputy Clerk- Paula Parker



ISSUED FOR: DATE:

REVISED APR. 14/14

REVISED MAR. 26/14

REVISED MAR. 20/14

APPROVAL MAR. 14/14

REVIEW FEB. 2/14

**L.D. WARREN ARCHITECT AND ENGINEER**  
 121 WINDMILL ST. N. WINDSOR, ONTARIO, CAN. S1E 1P6 (519) 533-1888 • e-mail: ldwarren@ldwarren.com

DISCLOSURE OF OTHER INTERESTS:  
 I, L.D. WARREN, ARCHITECT AND ENGINEER, AMHERSTBURG, ONTARIO, CANADA, AM NOT PROVIDING ANY SERVICES TO THE TOWN OF AMHERSTBURG IN CONNECTION WITH THIS PROJECT. I AM NOT PROVIDING ANY SERVICES TO THE TOWN OF AMHERSTBURG IN CONNECTION WITH THIS PROJECT.

DISCLOSURE OF OTHER INTERESTS:  
 I, L.D. WARREN, ARCHITECT AND ENGINEER, AMHERSTBURG, ONTARIO, CANADA, AM NOT PROVIDING ANY SERVICES TO THE TOWN OF AMHERSTBURG IN CONNECTION WITH THIS PROJECT. I AM NOT PROVIDING ANY SERVICES TO THE TOWN OF AMHERSTBURG IN CONNECTION WITH THIS PROJECT.

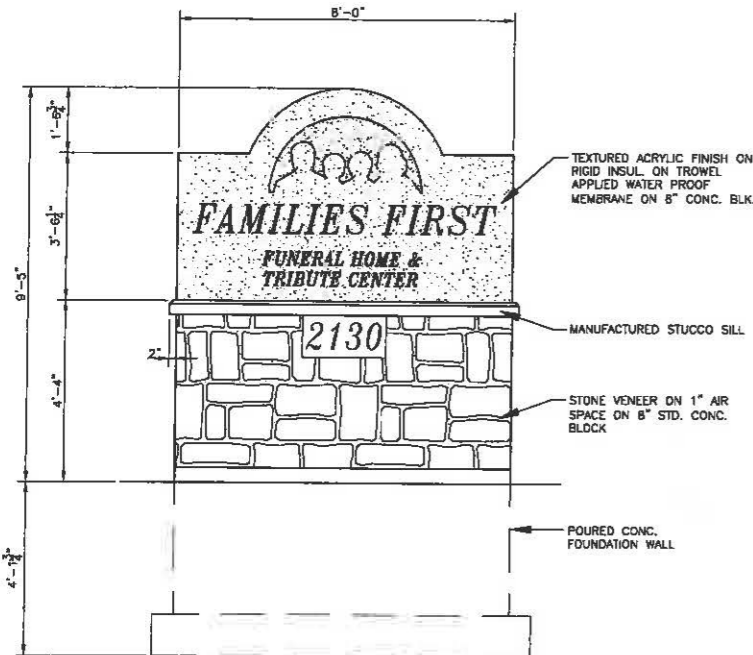
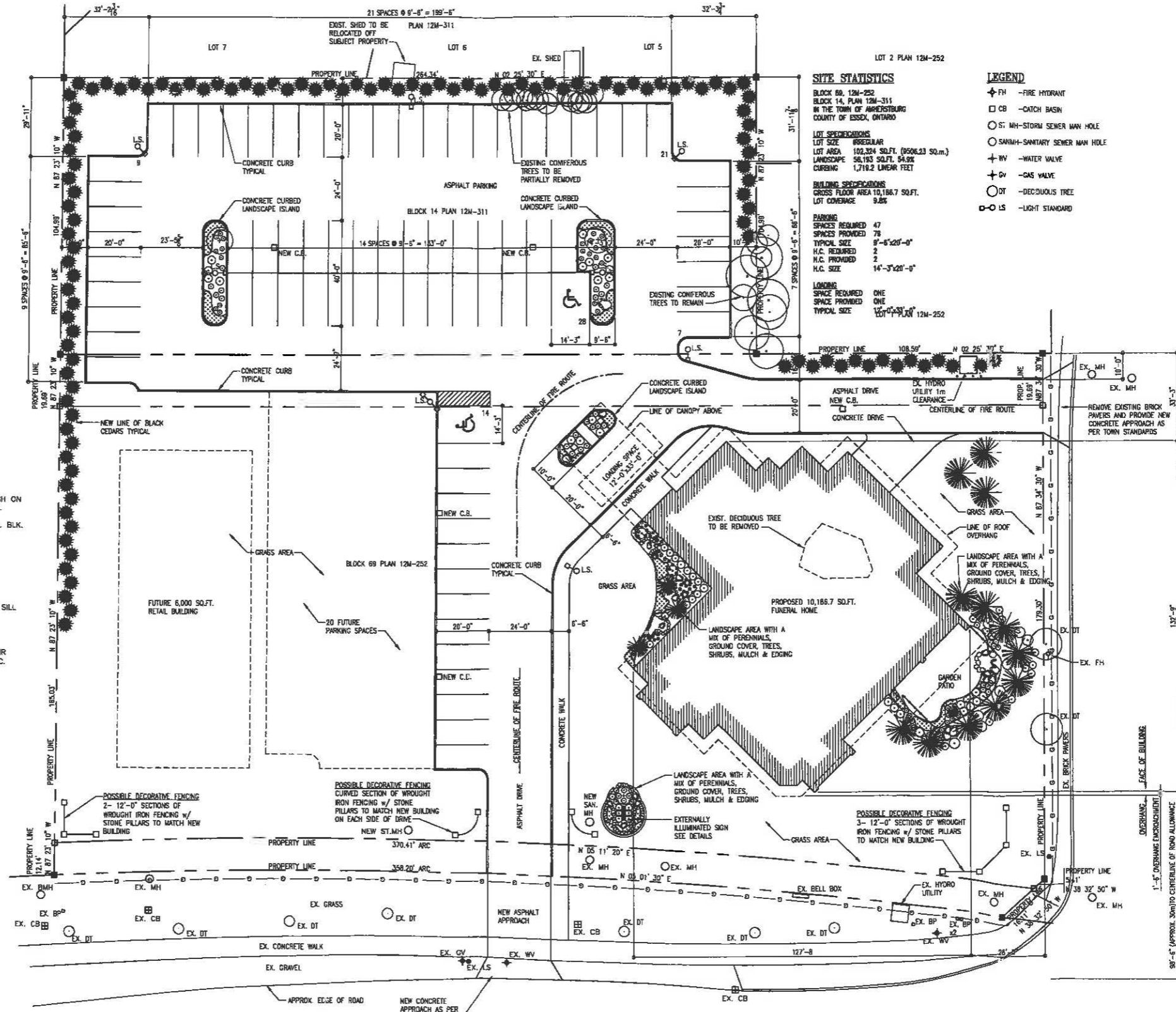
CROWNDRIDGE BLVD.  
 72.18' R.O.W.

DWN: J.L.L.  
 CHKD: J.L.L.  
 APPR: L.D.W.  
 DATE: 02/14

PROJECT: PROPOSED DEVELOPMENT  
 EAST SIDE OF SANDWICH ST. S.  
 BETWEEN CROWNDRIDGE & MALDEN HILL,  
 AMHERSTBURG, ONTARIO

SHEET CONTENTS:  
 SITE PLAN CONTROL  
 PROPOSED SITE PLAN  
 AND GROUND SIGN

SHEET NO:  
**SPC1**



PROPOSED GROUND SIGN ELEVATION  
 1" = 1'-0"

SANDWICH ST.  
 120.00' R.O.W.  
 PROPOSED SITE PLAN  
 1" = 20'-0"

SCHEDULE "C" TO BY-LAW 2014-26

FAMILIES FIRST FUNERAL HOME & CHAPEL INC.

*[Signature]*  
Brian Parent, President

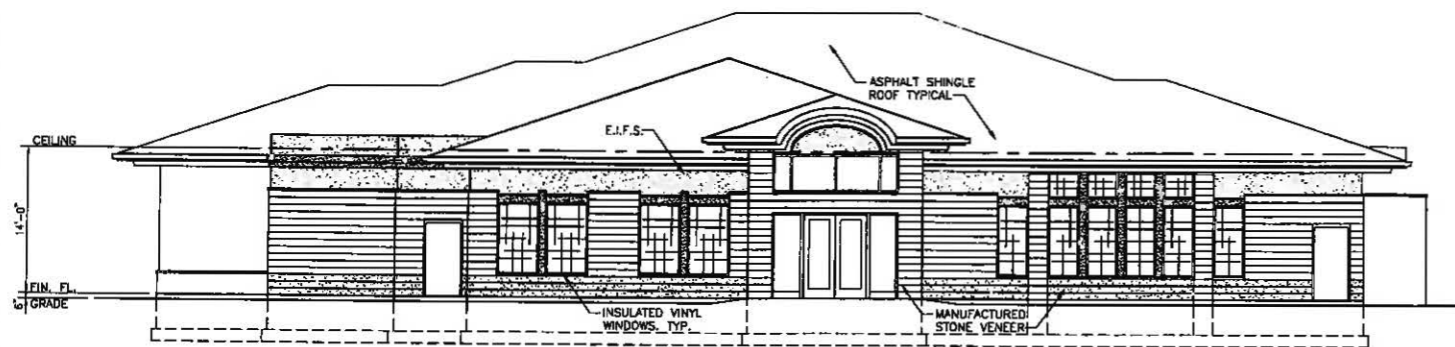
*[Signature]*  
TOWN OF AMHERSTBURG

*[Signature]*  
Mayor - Wayne Hurst

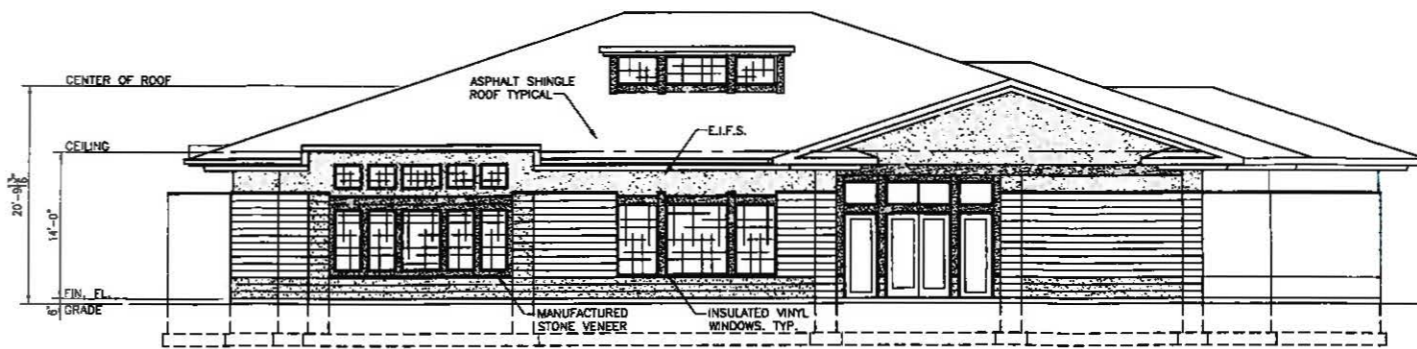
*[Signature]*  
Deputy Clerk - Paula Parker



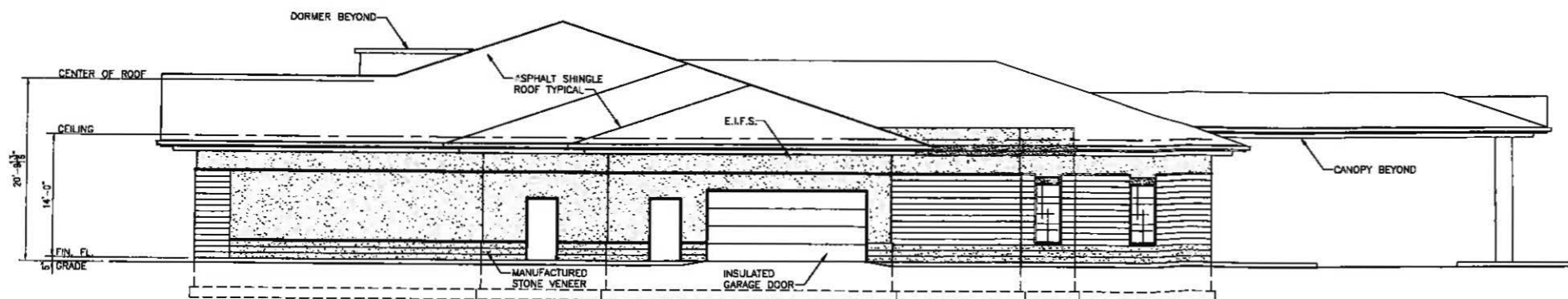
NORTH WEST ELEVATION  
1/8" = 1'-0"



NORTH EAST ELEVATION  
1/8" = 1'-0"



SOUTH WEST ELEVATION  
1/8" = 1'-0"



SOUTH EAST ELEVATION  
1/8" = 1'-0"



ISSUED FOR: DATE:

APPROVAL: MAR. 14/14  
REVIEW: FEB. 2/14

**L.D. WARREN ARCHITECT AND ENGINEER**  
131 WINDMILL ST. W., WINDSOR ONTARIO, CAN. N9A 3M6 - PHONE: (519) 333-0864 - FAX: (519) 333-1000 - E-MAIL: ldwarren@ldwarren.ca

DISCLAIMER: OTHER INTERESTS:  
NOTES IN ACCORDANCE WITH THE ARCHITECTS ACT, 1991,  
ENGINEERS ACT, 1986, AND THE REGULATION OF PROFESSIONAL  
ENGINEERS ACT, 1991, AND THE REGULATION OF PROFESSIONAL  
ENGINEERS ACT, 1991, THE ARCHITECT'S OFFICE AND  
ENGINEER'S OFFICE ARE NOT RESPONSIBLE FOR ANY  
MISTAKES OR OMISSIONS IN THIS DOCUMENT WITHOUT THE  
CONSENT OF THE ARCHITECT'S OFFICE AND  
ENGINEER'S OFFICE.

DWN: J.J.L.  
CHKD: J.J.L.  
APPR: L.D.W.  
DATE: 02/14

PROJECT NO.:

PROJECT: PROPOSED DEVELOPMENT  
EAST SIDE OF SANDWICH ST. S.  
BETWEEN CROWNIDGE & MALDEN HILL,  
AMHERSTBURG, ONTARIO

SHEET CONTENTS:  
SITE PLAN CONTROL  
PROPOSED  
BUILDING ELEVATIONS

SHEET NO:  
**SPC2**

