CORPORATION OF THE TOWN OF AMHERSTBURG BY-LAW NO. 2017-43

By-law to authorize the execution of a Development Agreement between
Lumed Management Inc and the Council of
The Corporation of the Town of Amherstburg
433 Sandwich St S, Amherstburg

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 THAT By-law No. 1939, passed February 19, 1983 is hereby repealed and replaced with the attached By-law and agreement.
- 2. THAT the Mayor and Clerk be hereby authorized to enter into a Development Agreement between Lumed Management Incorporated and the Corporation of the Town of Amherstburg for the development of 433 Sandwich St S for a commercial development, said agreement affixed hereto;
- 3. 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 12th day of June, 2017.

MAYOR – ALDO DÍCARLO

CLERK - PAULA PARKER

LRO # 12 Notice

Receipted as CE783216 on 2017 07 25

yyyy mm dd

at 10:46 Page 1 of 21

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

Properties

70567 - 0184 LT

Description

PIN

PT LT 3 CON 1 MALDEN (AMHERSTBURG) AS IN R1237795; AMHERSTBURG

Address

433 SANDWICH STREET SOUTH

AMHERSTBURG

Consideration

Consideration

\$ 1.00

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 2A5

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 Services for the Corporation of the Town of Amherstburg..

Party To(s)

Capacity

Share

Name

LUMED MANAGEMENT INCORPORATED

Address for Service

883 Front Road South Amherstburg, ON N9V 2M4

I, LUIGI DIPIERDOMENICO, have the authority to bind the corporation

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 Windsor

N9A 6V2

Windsor N9A 6V2 acting for Applicant(s)

Signed

2017 07 25

Tel 519-258-0615 519-258-6833 Fax

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

2017 07 25

Tel

519-258-0615

Fax

519-258-6833

LRO # 12 Notice

Receipted as CE783216 on 2017 07 25

yyyy mm dd Page 2 of 21

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

at 10:46

Fees/Taxes/Payment

Statutory Registration Fee

\$63,35

Total Paid

\$63.35

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 12th day of June, 2017.

BETWEEN: LUMED MANAGEMENT INCORPORATED

A corporation incorporated pursuant to and subsisting under the

laws of the 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 "Development Lands";

AND WHEREAS the Lumed Management Inc. warrants it is the registered owner of the Lands outlined in Schedule "A";

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 or redevelop the said lands for neighbourhood commercial use 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 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 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 Development Lands

Schedule "B" - Site Plan (D1) the generality thereof:

- (a) The location of all buildings and structures to be erected;
- (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) The location and provision for the collection and storage of garbage and other waste materials.
- (e) The location of landscaped areas.

Schedule "C"- Site Plan Building Addition- Phase 1

Schedule "D"- Site Plan Building Addition- Phase 2

Schedule "E"- Site Plan Building Addition- Phase 3

Schedule "D"- Phase 1 Floor Plan (D2)

Schedule "E"- Phase 1 Exterior Elevations and Sections (D3)

Schedule "F" - Landscape Plan (LA-1)

Schedule "G"- C1- Comprehensive Site Plan for Phase 1 Addition

Schedule "H"- C2- Removals, Notes and Details For Phase 1 Addition

- 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.
- 3. 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.

Union Gas Limited does have service lines running within the area which may or may not be affected by the proposed Site Plan. Should the proposed Site Plan impact these services, it may be necessary to terminate the gas service and relocate the line according to the new property boundaries. Any Service re-location required would be at the cost of the property owner. If there is any work (i.e. underground infrastructure rebuild or grading changes) at an easement and on/near any or the existing facilities, the Union Gas Office will need to be contacted in advance to undertake the engineering assessment work.

- If any proposed upgrades to the existing utilities within the municipal right-ofway are required, the Owner must provide copies of the plans on any utility work to the Corporation.
- 5. The Owner shall be responsible for consulting with and obtaining any necessary approval or permits from the Ministry of the Environment and Climate Change, the County of Essex and/or the Essex Region Conservation Authority (E.R.C.A.).
- 7. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedules "E" hereto.
- 8. All parking or loading areas and lanes and driveways shall be paved with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions, as shown on Schedules "B" and together with crushed

- stone or gravel, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
- 9. The Owner shall maintain a minimum number of parking spaces, as designated on the Site Plans.
- 10. All walkways on the said lands, where so designated on Schedule "B", "C", "D", "E", shall be constructed of concrete, asphalt or other material capable of permitting accessibility under all climatic conditions by the Owner to the satisfaction of the Corporation. To ensure that this development is accessible to persons with disabilities, the Owner acknowledges that all sidewalks, walkways and islands within this development shall be constructed in such a manner as to safely accommodate persons with special mobility needs.
- 11. 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.
- 12. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
- 13. The Owner shall install, maintain and direct a system for the disposal of storm and surface water as indicated on the Schedules to the satisfaction of the Corporation, so that no such water will flow along the surface from the said lands onto any adjoining lands. The Owner shall provide a stormwater management plan as necessary to the satisfaction of the criteria of the Corporation and the E.R.C.A.
- 14. The Owner shall retain the services of a duly qualified engineer to finalize a stormwater quality and quantity management plan to determine the effects of increased surface run-off due to the development of the lands described on Schedule "A" attached hereto. In addition, the said plan, shall ensure that the measures shall control any increases in flows in the downstream watercourses, so as to ensure that the capacity of the watercourses can be maintained up to and including 1:100 year storm event. The stormwater management plan shall be submitted to the E.R.C.A. and the Corporation for approval in accordance with the Stormwater Management Planning Design Manual (MOECC, March 2003).
- 15. The Owners shall, at their own expense, prepare a site grading plan and site drainage plan for this development, which plan shall be filed with the Corporation. The final elevations of all buildings, and the final site grades relating thereto shall conform to the site grading and site drainage plan as filed. A Consulting Engineer, an Ontario Land Surveyor or a Certified Engineering Technologist shall certify or declare, upon completion of the construction of the building that the said site grading and site drainage plan has been complied with, and until such time as the said certification or declaration has been received by the Corporation, occupancy of the building on the subject lands shall not be granted.
- 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, 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.
- 18. The Owner shall landscape and maintain the ground cover acceptable to the Corporation those lands so indicated on Schedules "F". 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. The Owner shall provide a lot grading plan for the development detailing the finished grade elevation of the Lands as well as all drainage services, works and facilities required for the proper development of the Lands.
- 20. The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored to the satisfaction of the Town. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Town shall correct deficiencies in the state of repair within ten (10) days thereof.
- 21. 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.
- 22. 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 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.
- 23. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief and Director of Engineering and Public Works 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.
- 24. 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.
- 25. 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.

- 26. 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.
- 27. In the event that an Owner should fail to obey a stop work order issued under Section 24, hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
- 28. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Sections 25 or 26 or after notice of an opinion, which Council of the Corporation determines is correct under Section 26, 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.
- 29. 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 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.
- 30. 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.
- 31. 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.
- 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 446 of the Municipal Act shall apply.
- 33. 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.

- 34. 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.
- 35. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
- 41. 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.
- 42. 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.

OWNER:

LUMED MANAGEMENT INC

Per

Luigi DiPierdominico

I have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per

Aldo DiÇarlø

Mayor

Per

Paula Parker

Clerk

We have authority to bind the Corporation

Authorized and approved by By-law No. 2017-43 enacted the 12th day of June, 2017.

SCHEDULE "A"

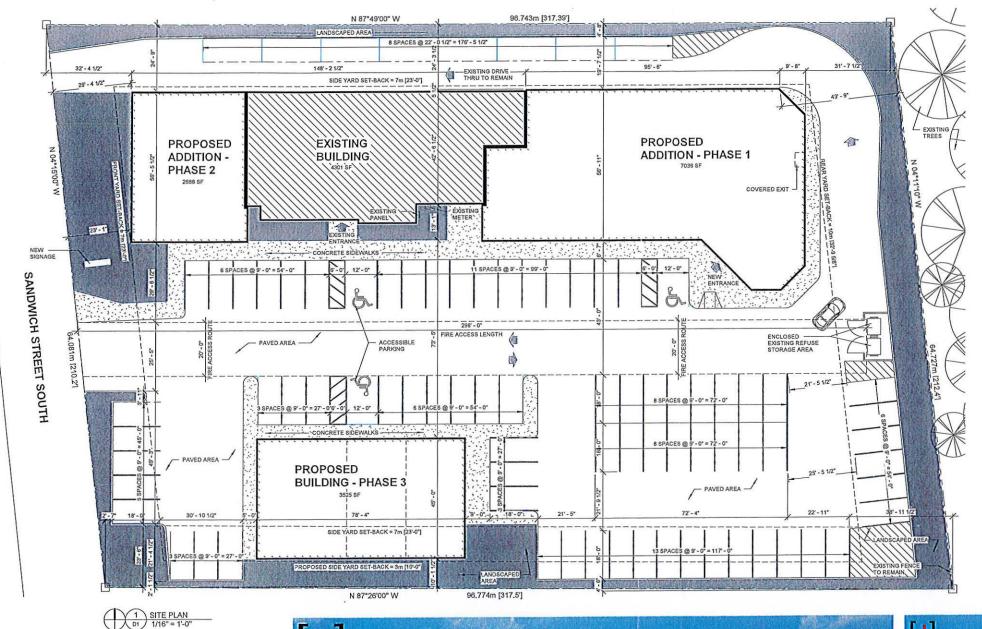
The following is a description of the land to which this instrument applies.

Part 1, Plan 12R 3753, Part of Lot 3, Concession 1, In the Geographic Township of Malden, now in the Town of Amherstburg, P.I.N. 70567-0184

HOME HEALTH ADDITION

433 SANDWICH STREET SOUTH AMHERSTBURG, ONTARIO

PLAN: 12R-3753 LOT:3



DRAWING INDEX		
SITE PLAN	D1	
PHASE 1	D2	
PHASE 1 EXTERIOR ELEVATIONS & SECTION	D3	

SITE DATA	
PLAN	12R-3753
LOT/PART NUMBERS(S)	LOT 3
ZONING	CG
BUILDING CLASSIFICATION	GROUP D - BUSINESS
LOT AREA	66,624.4 S.F. [6189.6m ²]
ALLOWABLE LOT COVERAGE	N/A
ACTUAL LOT COVERAGE	N/A
AREAS:	
EXISTING BUIL	DING 4301 SF
LANDSCAPED	AREA 9997 SF
PAVED	AREA 39069 SF
PHA	ASE 1 7036 SF
PHA	ASE 2 2688 SF
PHA	ASE 3 3525 SF

PARKING SCHEDULE	
Mark	PARKING TOTAL
ACCESSIBLE PARKING SPACE	3
STANDARD PARKING SPACE	80
TOTAL PARKING SPACES	83

ARCHITECT

1126 LESPERANCE ROAD TECUMSEH ONTARIO NAN 1X2 519.819.7874 dory@doryazar.com www.doryazar.com

CONSULTANT

NOT FOR CONSTRUCTION



COPYRIGHT, ALL RIGHTS RESERVED.

NO PARTS OF THESE DOCUMENTS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM, BY ANY MEANS, ELECTRONIC OR MICHANICAL, MICLURIDA PHOTOCOPYING AND RECORDING, OR BY ANY INFORMATION STORAGE OR RETRIEVAL SYSTEM WITHOUT WRITTEN PERMISSION OF THE ARCHITECT.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED AT THE COMPLETION OF THE WORK, GENERAL CONTRACTION SHALL CHECK AND VERTY DIMENSIONS. REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK, DO NOT SCALE DRAWINGS.

ISSUES	
DESIGN REVIEW	- JUNE 24, 2016
DESIGN REVIEW	- JULY 6, 2016
SITE PLAN APPL	CATION - JULY 28, 2016
REVISED SITE P	LAN - MARCH 09, 2017
REVISED SITE P 2017	LAN APPLICATION - APRIL 05,

CLIENT

PROJECT INFORMATION

HOME HEALTH ADDITION 433 SANDWICH STREET AMHERSTBURG, ON

PROJECT NUMBER 2015-025

DRAWING TITLE

SITE PLAN

DRAWING NUMBER

D1



PERSPECTIVE VIEW FOR REFERENCE ONLY

Mayor- Aldo D

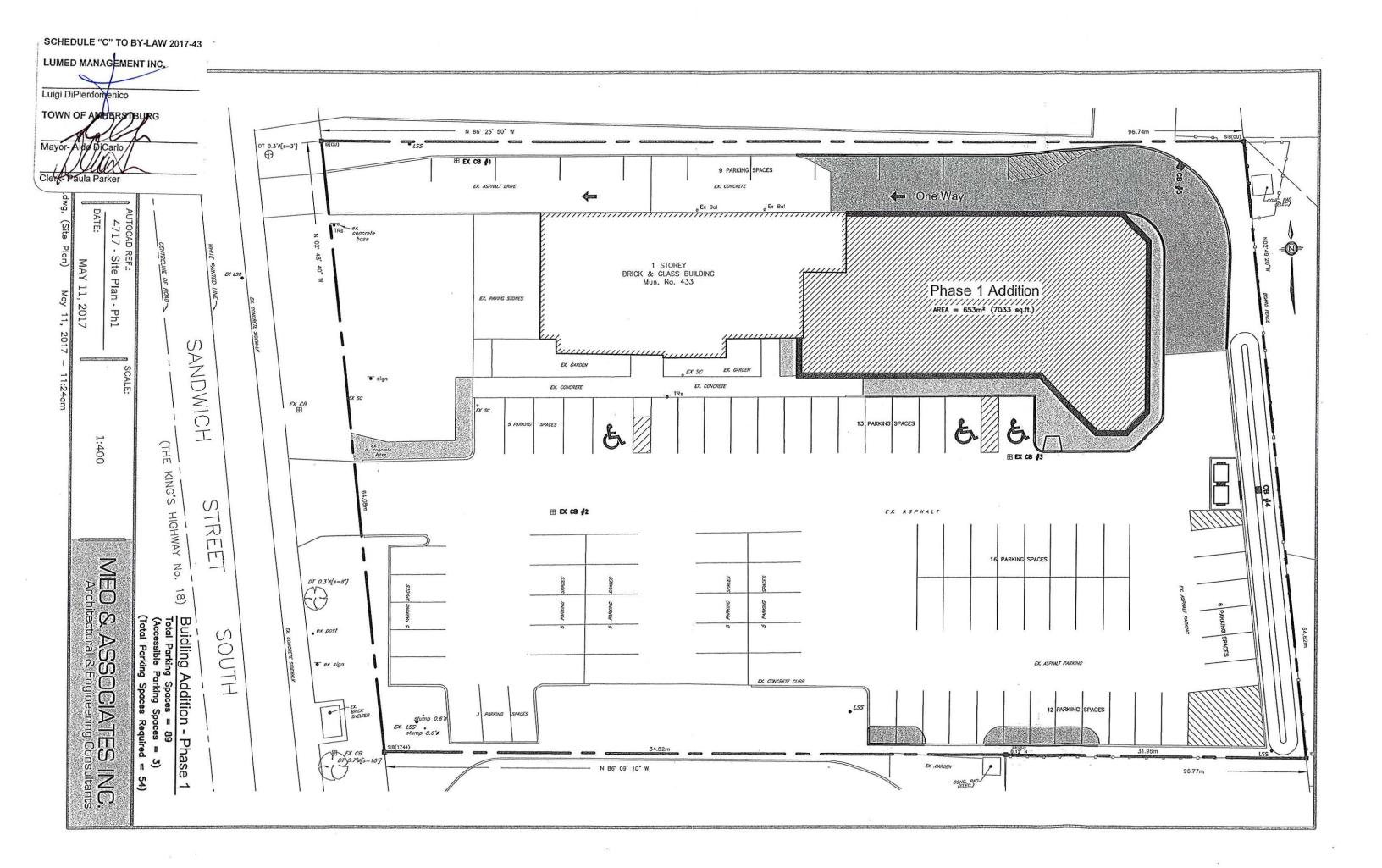
SCHEDULE "B" TO BY-LAW 2017-43

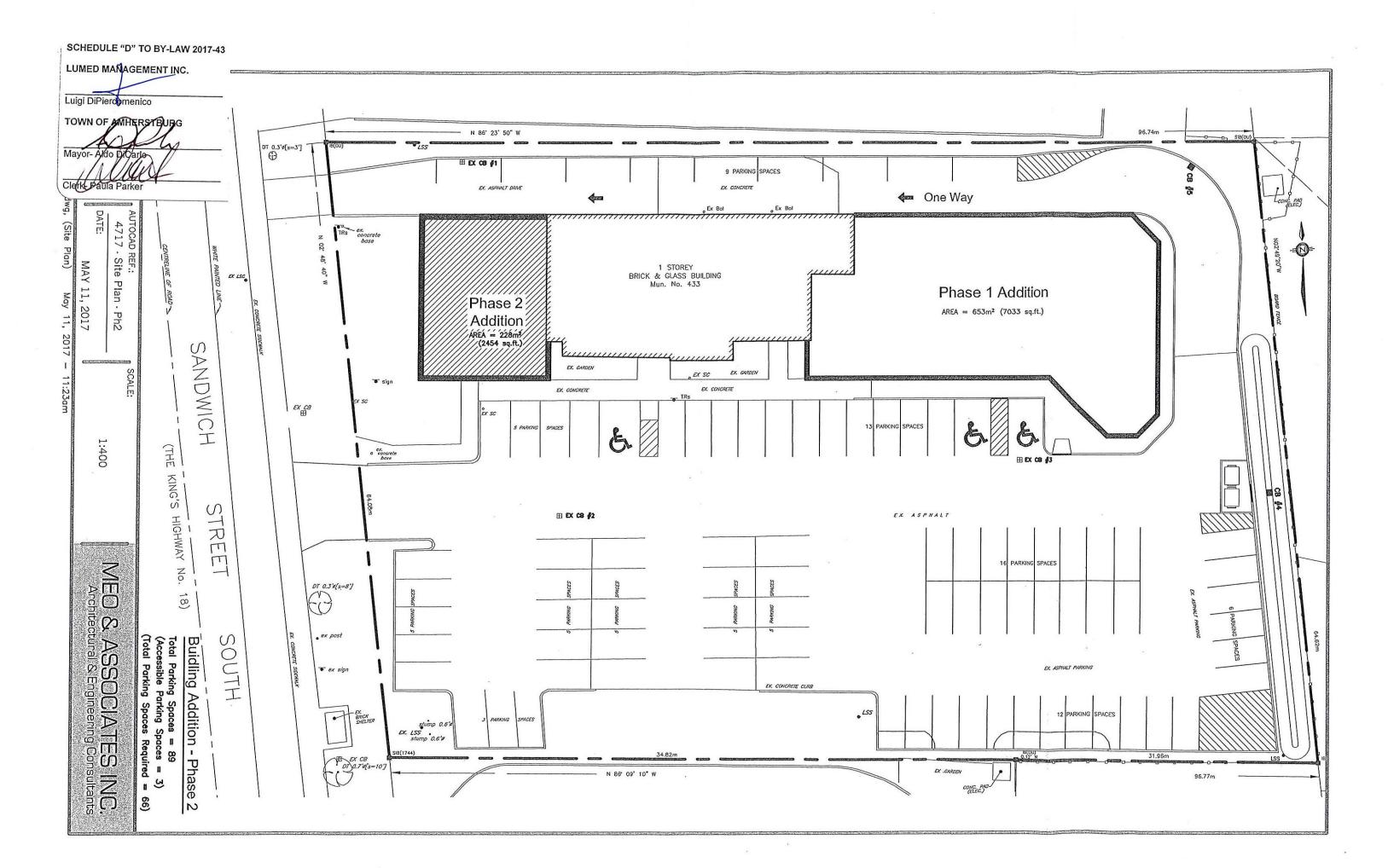
LUMED MANAGEMENTING.

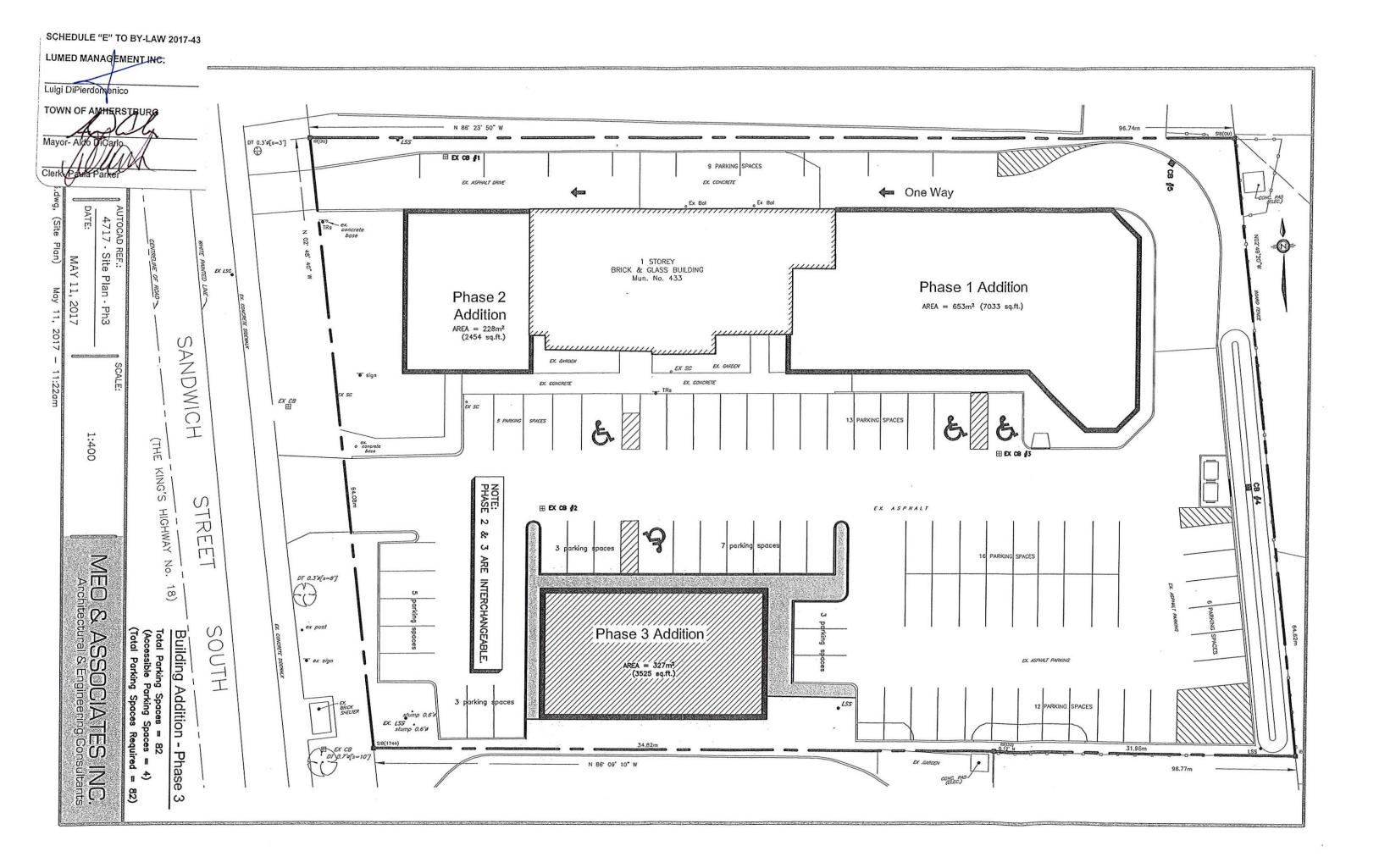
TOWN OF AMHERSTBURG

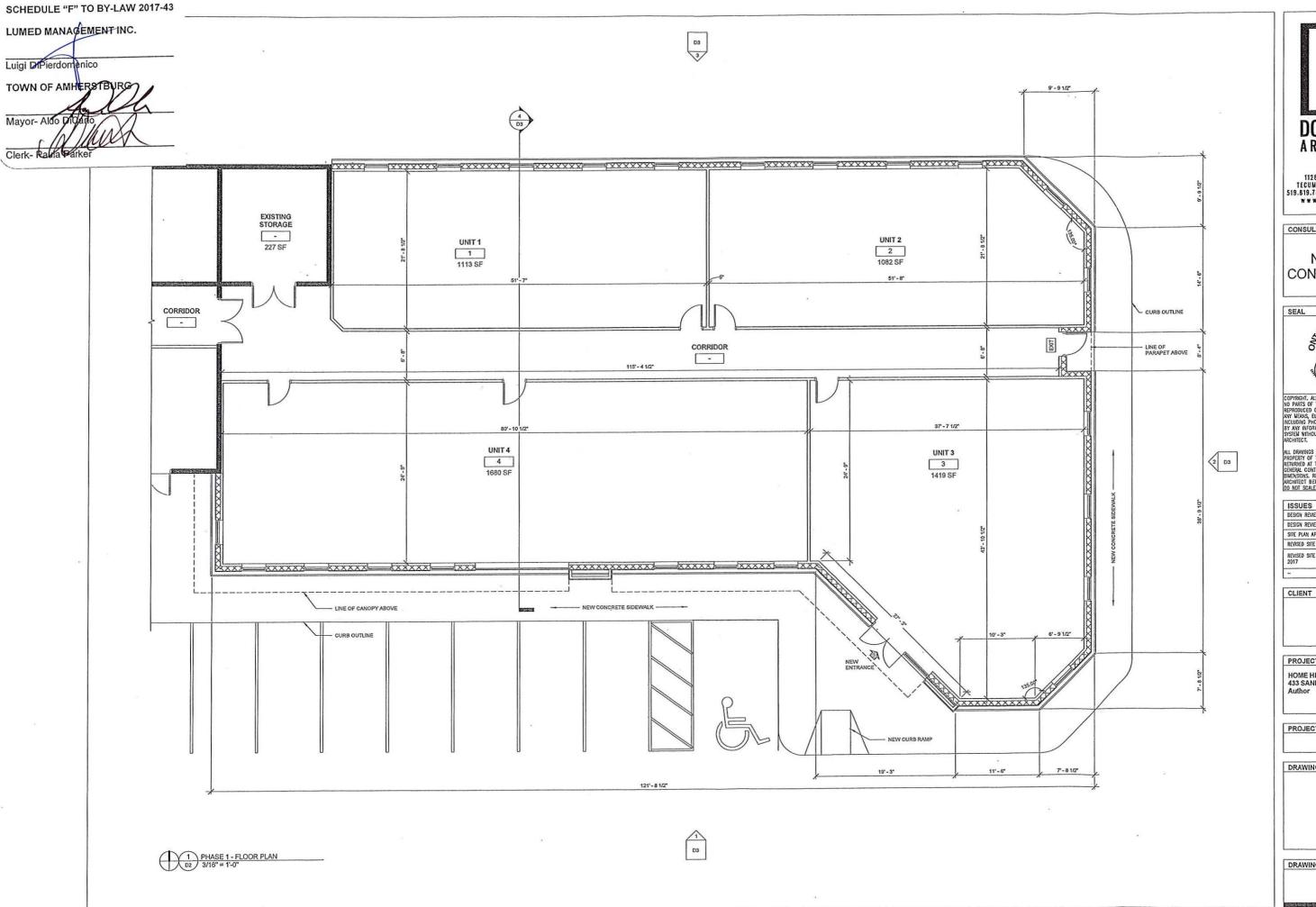
Luigi DiPierdome

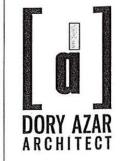
PERSPECTIVE VIEW FOR REFERENCE ONLY











1126 LESPERANCE ROAD TECUMSEH ONTARIO NBN 1X2 519.819.7874 dory@doryazar.com www.doryazar.com

CONSULTANT

NOT FOR CONSTRUCTION



ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED AT THE COMPLETION OF THE WORK, GENERAL CONTRACTOR SHALL CHECK AND VERIFY DIMENSIONS. REPORT ANY DISOREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK, DO NOT SCALE DRAWINGS.

ISSUES
DESIGN REVIEW - JUNE 24, 2016 DESIGN REVIEW - JULY 6, 2016 SITE PLAN APPLICATION - JULY 28, 2016 REVISED SITE PLAN - WARCH 09, 2017 REVISED SITE PLAN APPLICATION - APRIL 05,

PROJECT INFORMATION HOME HEALTH ADDITION 433 SANDWICH STREET Author

PROJECT NUMBER

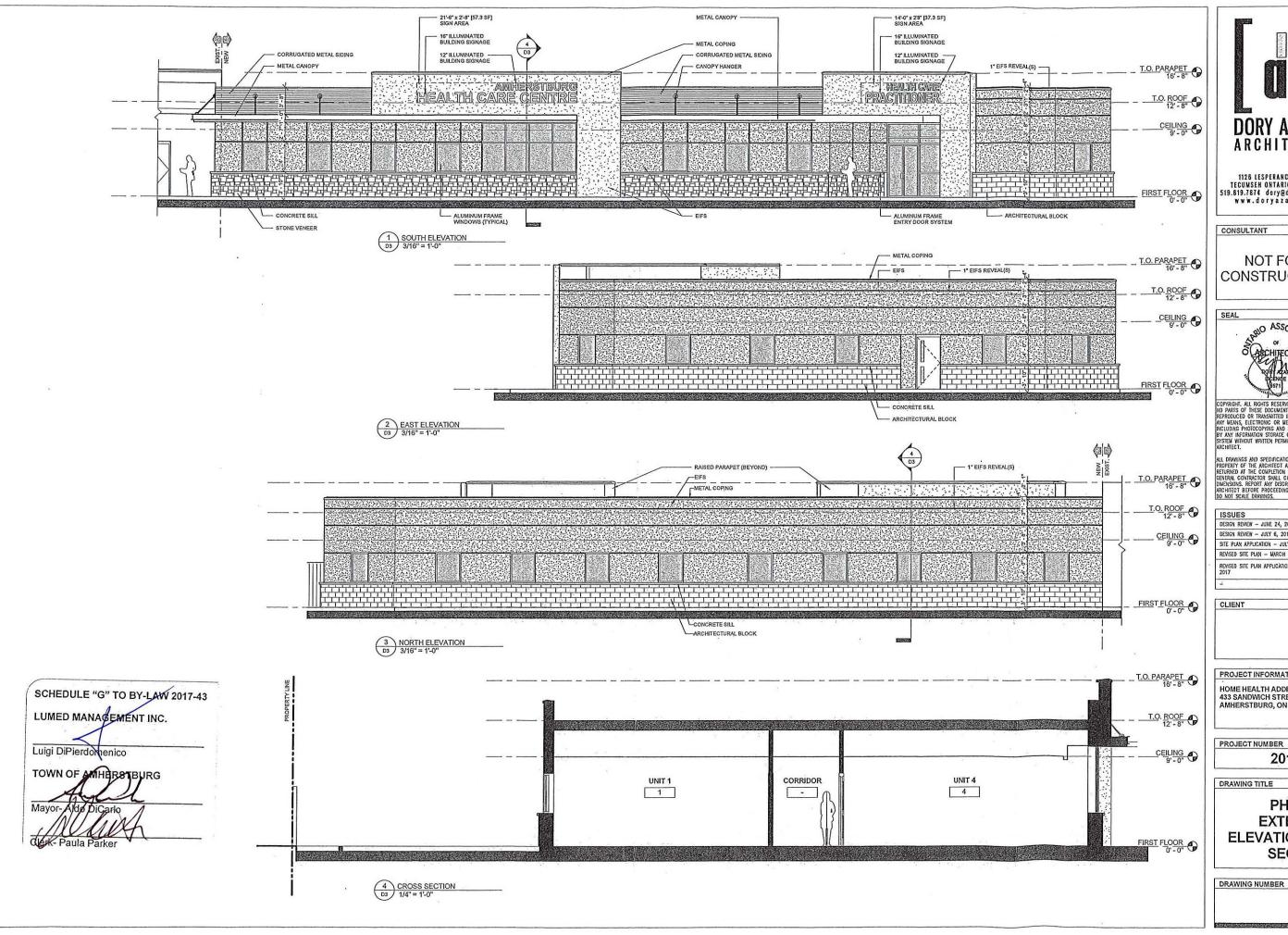
2015-025

DRAWING TITLE

PHASE 1

DRAWING NUMBER

D2





1126 LESPERANCE ROAD TECUMSEH ONTARIO NBN 1X2 519.819.7874 dory@doryazar.com www.doryazar.com

CONSULTANT

NOT FOR CONSTRUCTION



COPYRIGHT, ALL RIGHTS RESERVED.

NO PARTS OF THESE DOCUMENTS MAY BE
REPRODUCED OR TRANSMITTED IN ANY FORM, BY
ANY WEANS, ELECTRONIC OR WECHANICA,
NOLLUDING PHOTOCOPTING AND BECORDING, OR
BY ANY INFORMATION STORAGE OR RETRIEVAL
ARCHITECT.

ARCHITECT.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND WIST BE REFURNED AT THE COMPLETION OF THE WORK. GENERAL CONTRICTOR SHALL CHECK AND VERIFY DIMENSIONS. REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. DO NOT SCALE DRAWINGS.

ISSUES DESIGN REVIEW - JUNE 24, 2016 DESIGN REVIEW - JULY 6, 2016 SITE PLAN APPLICATION - JULY 28, 2016 REVISED SITE PLAN - WARCH 09, 2017 REVISED SITE PLAN APPLICATION - APRIL 05,

PROJECT INFORMATION

HOME HEALTH ADDITION 433 SANDWICH STREET AMHERSTBURG, ON

2015-025

DRAWING TITLE

PHASE 1 **EXTERIOR ELEVATIONS &** SECTION

DRAWING NUMBER

D3

GENERAL LANCISCAPE NOTES
FINE GRADE ALL AREAS DESIGNATED FOR SEED OR SOD, REMOVING ALL
EXISTING VEGETATION, DEBRIS, AND STONES INHETHER IMPORTED OR
NATIVE TO THE SITE. SEED OR SOD ALL SITE AREAS AS INDICATED ON
THE LANDSCAPE PLAN EXCEPT THOSE UNERE PLANTING BEDS,
PAVETHENI, OR BUILDINGS ARE INDICATED, EXTEND SOD TO PROPERTY
LINES FOR INTERIOR LOT LINES AND TO THE CURB FOR STREET
FRONTAGE, APPLY A ROOTING FERTIL INCE PERIOR TO INSTALL INS. SOD, OR FRONTAGE. APPLY A ROOTING FERTILIZER PRIOR TO INSTALLING SOD OR SEED, RESTORE ANY AREAS OF THIS SHE OR ADJACENT PROPERTIES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

SOD/SEED ESTABLISHMENT AND PLANTING BED MAINTENANCE:

ROJUSTEN ESTABLISHEN AND CHANNES DELY INTERNATIONAL PROVIDE CARE AND PROTECTION TO ENSURE PROPER AND FILL ESTABLISHMENT OF ALL TURK AREAS, REPAIR ALL BARE AREAS, CARE OF SOD AREAS MILL EXTRID FROM THE TIME OF INSTALLATION TO THE FIRST CUT BY THE CONTRACTOR. AT TIME OF FIRST CUT, REMOVE USEDS THAT HAVE COME THROUGH THE SOD FROM THE SOL, AND REMOVE ANY USEDS IN THE PLANTING BEDS (USED BEDS 30 DAYS AFTER INSTALLATION IF NO SOD HAS BEEN INSTALLED).

SPREAD EXISTING TOPSOIL OVER SMOOTH SUBGRADE IN ORDER TO ACHIEVE A 4* MINIMUM DEPTH FOR ALL TURF AREAS, PROVIDE ADDITIONAL TOPSOIL AS REQUIRED.

ADVISE THE LANDSCAPE ARCHITECT OR PROJECT MANAGER OF THE LOCATION OF THE STOCKPILE AND ALLOW ADEQUATE TIME FOR TESTING PRIOR TO IMPORTING SOIL.

INSTALL 3" DEPTH SMALL BEACH PEBBLE IN ALL PLANTING BEDS AND CANADA RED MILCH IN THE ROOT SAUCERS OF TREES, MULCH SHOULD BE UP BELOW THE ADJACHET SUFFACE WITHIN 2" OF THE EDGE OF THE BED. INSTALL A WEED CONTROL BARRIER CONSISTING OF LANDSCAPE FABRIC

SUPPLY AND INSTALL COMMERCIAL GRADE POLYEDGER WHERE PLANTING BEDS ARE ADJACENT TO TURE, SECURE EACH 20 LENGTH OF POLYEDGER WITH 6 STEEL FEES AND JON WITH A PLASTIC CONNECTOR.

WHERE EAVES TROUGHS DISCHARGE INTO PLANTING BEDS SUPPLY AND MISTALL CONCRETE SPLASH BLOCKS, ADJUST PLANTING AS REQUIRED TO ENSURE THAT THE PLANTS WILL NOT BE IN LINE WITH THE WATER DISCHARGED FROM THE DOWN SPOUTS.

GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE, REPLACE ALL DEAD OR NEAK PLANT MATERIAL, PROVIPTLY WHEN DIRECTED BY THE OUNER OR PROJECT MANAGER GUARANTEE REPLACEMENT PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM PLANTING, PLANTS DAMAGED DUE TO VANDALISM ARE NOT GUARANTEED.

VERIFY QUANTITIES OF PLANTS INDICATED IN THE PLANT KEYS AND PLANT LIST WITH THOSE SHOWN ON THE PLAN.

NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO

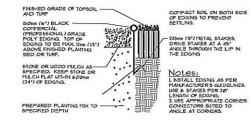
ALL WORK TO BE PERFORMED IN COMPLIANCE WITH THE HEALTH AND SAFETY ACT 1980, ONTARIO Reg. 213/91, 714/82 AND LATEST REVISIONS,

DETERMINE AND VERIFY THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION

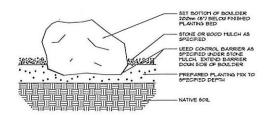
ADVISE THE LANDSCAPE ARCHITECT OF ANY CONFLICT BETWEEN THE PROPOSED WORK AND EXISTING UTILITIES.

REPAIR ANY AND ALL DAMAGE DONE TO THIS SITE OR ADJACENT SITES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

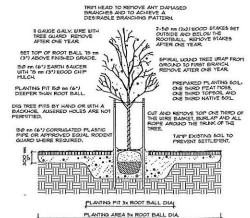
VERIFY THAT ALL EXISTING SITE CONDITIONS ARE AS SHOUN ON THIS PLAN.



Poly Edging Installation



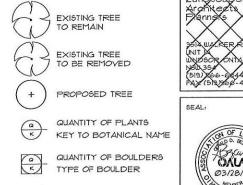




ROOTBALL PLUS 300 mm (D'

Shrub Planting

Legend



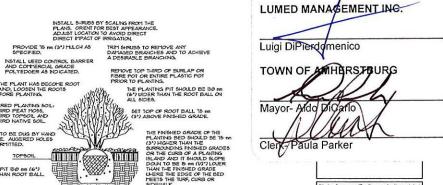


Bézaire 4

Associates

FINE GRADE AN

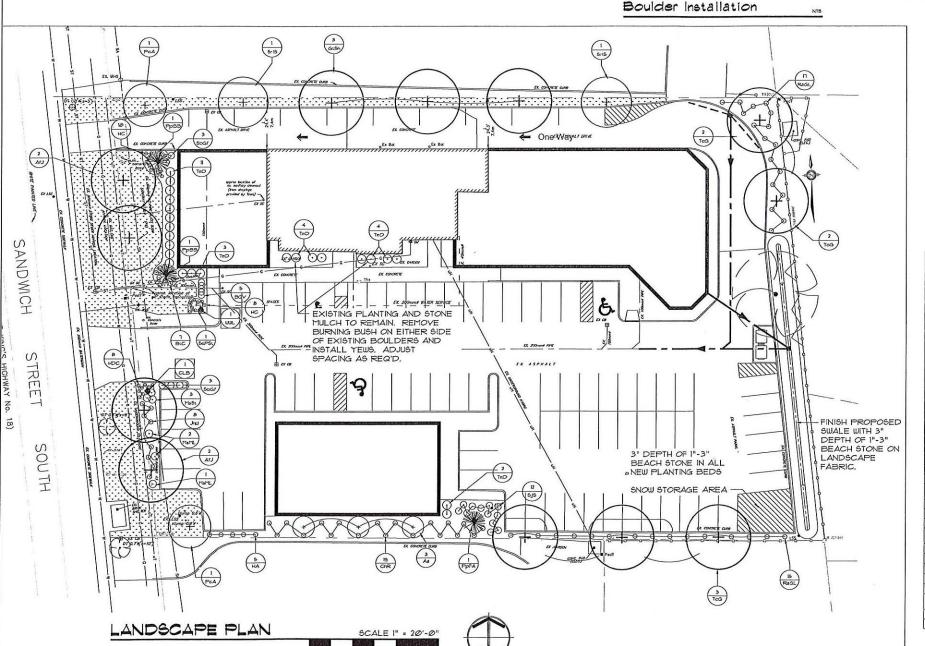
SCHEDULE "H" TO BY-LAW 2017-43



Reproduction of drawings and related document in whole or in part, is forbidden without th written permission of the CONSULTAN

PROJECT: HOME HEALTH

Plant List KEY BOTANICAL NAME COMMON NAME SIZE ROOT QUAN DECIDUOUS TREES GISH GLEDITSIA TRIACANTHOS 'SHADEMASTER SHADEMASTER HONEY-LOCUS TØ ma WS ADDITION 60 ma UB 2 VORY SILK TREE LILAC 60 m W3 2 433 SANDWICH ST. S. Tog TILIA CORDATA GREENSPIRE GREENSPIRE LINDEN ws AMHERSTBURG, ON TREE STANDARDS & SPECIMEN SHRUBS A. AMELANCHIER ALNEOLIA SASKATOON SERVICEBERS SIPSE SYRINGA MEYERI PALIBIN' STANDA PALIBN DUASE LILAC STANDARD 125 cm POT 1 CONIFEROUS TREES PPBB PICEA PUNGENS BABY BLUE EYES BABY BLUE EYES SPRUCE POFA PICEA PUNGENS FAT ALBERT' FAT ALBERT BLUE SPRUCE 115 cm W3 DRAWING TITLE: DECIDUOUS SHRUBS LANDSCAPE PLAN CHR COTONEASTER HORIZONTALIS ROCKSPRAY COTONEASTER 50 cm POT 19 SROW-LOW SUMAC 40 cm POT 32 SOGI SPIRAEA BUMALDA GOLDFLAME 40 cm POT 6 GOLDFLATE SPIREA 5JS SPIRAEA JAPONICA SHIROBANA HIROBANA SPIREA POT SCALE: EVERGREENS As Noted DRAWN BY: GDB JHU JUNIPERUS HORIZONTALIS WILTON BLUE RIG JUNIPER 40 cm POT B TIND TAXUS MEDIA DENSIFORMIS DENSE YEW 50 cm POT PERENNIALS & ORNAMENTAL GRASS CHECKED BY: PLB HA HEMEROCALLIS 'ANZAC' ANZAC DAYLILIY POT CRIMSON CORAL BELLS 2 gal FOT 18 APPROVED BY: HDC HEMEROCALLIS DOUBLE CUTIE OOUBLE OUTIE DAYLILY POT 1 gal MORNING LIGHT JAP. SILVER GRA 2 gal POT DATE: FEB. 2017 15CANTHUS SINENSIS STRICTUS BOULDERS DRAIIING NO. UIATERIJORN I MESTONE BOJI DER 2500 lbs I <u>LA-1</u> THE CONTRACTOR IS RESPONSIBLE FOR THE COINT OF THE PLANTS. REPOR MY DISCREPANCY TO THE LANDSCAPE ARCHITECT. IN THE CASE OF A DISCREPANCY, THE GUANTITY OF PLANTS ON THE LANDSCAPE PLAN SUPERSIDES THE GUANTITY SHOWN IN THE PLANT LIST. CAD file: 1232 Inds r4



0 10' 20' 30' 40'

