

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017-59

By-law to authorize the execution of an Amending Development Agreement  
between Lumed Management Inc. and  
the Corporation of the Town of Amherstburg  
140 Simcoe Street, 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 Corporation of the Town of Amherstburg and the Owner have agreed to an amending site plan in the Development Agreement;

**AND WHEREAS** the Corporation passed By-law 2015-117 on October 26, 2015 providing for the execution of a Development Agreement for a car wash on the subject property;

**AND WHEREAS** the Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of an Amending Development Agreement in the form annexed hereto;

**NOW THEREFORE** the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be hereby authorized to enter into an Amending Development Agreement between Lumed Management Inc. and the Corporation of the Town of Amherstburg for the redevelopment of 140 Simcoe Street for the removal of a bypass lane, the addition of six parking spaces and additional site plan and elevation details, said agreement affixed hereto;
2. THAT By-law 2015-117 is hereby amended in accordance with the attached agreement;
3. THAT all other provisions and regulations of By-law 2015-117 will apply;
4. 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 25<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
MAYOR – ALDO DICARLO

  
\_\_\_\_\_  
CLERK – PAULA PARKER  
*Deputy Clerk - Tammy Fawkes*

**AMENDING DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made in quadruplicate this 25<sup>th</sup> day of September, 2017.

**BETWEEN: LUMED MANAGEMENT INC.**  
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** Lumed Management Inc. warrants they are 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 the said lands with the removal of a bypass lane, the addition of six parking spaces and additional site details in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

**AND WHEREAS** the Owner intends to develop the said lands with the signage and elevation details in accordance with the Elevations attached hereto as Schedule "C", and hereinafter referred to as the "Elevations";

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

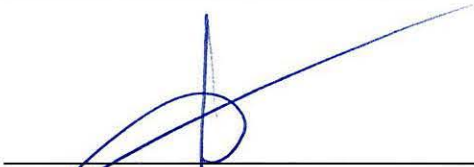
**NOW THEREFORE** the Parties Hereto Agree to Further Amend the Agreement dated October 26, 2015, as Follows:

1. Section 1 is hereby amended by replacing the following schedules:  
Schedule "B"- Site Plan (C1)  
Schedule "C"- Elevations (A3)
2. In all other respects the said Development Agreement dated October 26, 2015, shall remain in full force and effect.

3. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

**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 DiPierdomenico

*I have authority to bind the Corporation*

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
Per \_\_\_\_\_  
Aldo DiCarlo, Mayor

  
Per \_\_\_\_\_  
Paula Parker, Clerk  
*Tommy Fawkes Deputy Clerk*

*We have authority to bind the Corporation*

Authorized and approved by By-law No. 2017-59  
enacted the 25<sup>th</sup> day of September, 2017

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

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

Lot 31 and Part of Lot 30, Plan 1,  
Town of Amherstburg,  
County of Essex  
and Province of Ontario

PINs 70555-0146, 70555-0145, 70555-0144





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

**Properties**

*PIN* 70555 - 0365 LT  
*Description* PT LT 30 W/S APSLEY ST PL 1 AMHERSTBURG, PTS 1 & 2 12R1716; S/T R1077555, & PT LT 31 W/S APSLEY ST PL 1 AMHERSTBURG AS IN R1196134, & PT LT 31 W/S APSLEY ST PL 1 AMHERSTBURG PT 2 12R8598; AMHERSTBURG  
*Address* 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 ON N9V 2A5

I, REBECCA BELANGER, MCIP, RPP, Manager of Planning Services for the Corporation of the Town of Amherstburg, 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* LUMED MANAGEMENT INC.  
*Address for Service* 131 Gore Street  
Amherstburg, ON N9V 1K8

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 acting for Signed 2017 10 23  
Windsor Applicant(s)  
N9A 6V2  
Tel 519-258-0615  
Fax 519-258-6833

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 10 23  
Windsor  
N9A 6V2  
Tel 519-258-0615  
Fax 519-258-6833

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

yyyy mm dd

<b>Fees/Taxes/Payment</b>
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Statutory Registration Fee	\$63.35
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Total Paid	\$63.35
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