

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-21

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 passed By-law 2017-59 on September 25, 2017 providing for the execution of an Amending Development Agreement for the removal of a bypass lane, the addition of six parking spaces and additional site plan and elevation details.

**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 one parking space and the addition of a pet wash module on the site plan, said agreement affixed hereto;
2. THAT By-law 2017-59 is hereby amended in accordance with the attached agreement;
3. THAT all other provisions and regulations of By-law 2015-117 and 2017-59 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 23<sup>rd</sup> day of July, 2018.

  
\_\_\_\_\_  
MAYOR – ALDO DICARLO

  
\_\_\_\_\_  
CLERK – PAULA PARKER

**AMENDING DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made in quadruplicate this 23<sup>rd</sup> day of July, 2018.

**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 one parking space and the addition of a pet wash module on 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** the Parties Hereto Agree to Further Amend the Agreement dated September 25, 2017, as Follows:

1. Section 1 is hereby amended by replacing the following schedules:  
Schedule "B"- Site Plan (C1)
2. The Amending Development Agreement dated September 25, 2017 is further amended by removing and replacing Schedule "B", Site Plan.
3. Section 39 is hereby added as follows:  
"Noise related to the development and subsequent business being conducted on the lands must comply with the Ministry of the Environment and Climate Change (MOECC) guideline of 55dBA as specified in the noise pollution control document NPC-300 for industrial and commercial stationary sources of noise."

4. Section 40 is hereby added as follows:

“The development shall comply in all aspects with the provisions of all by-laws of the Town, provincial and federal legislation.”

5. In all other respects the said Development Agreement dated October 26, 2015 and amending agreement dated September 25, 2017, shall remain in full force and effect.

6. 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.

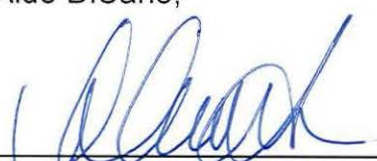
**OWNER: LUMED MANAGEMENT INC.**

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

*We have authority to bind the Corporation*

Authorized and approved by By-law No. 2018-21  
enacted the 23<sup>rd</sup> day of July, 2018

**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



**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 N9A 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.

**Statements**

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, CE729383 registered on 2016/08/17 to which this notice relates is deleted

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Thomas Robert Porter 500-251 Goyeau Street acting for Signed 2018 08 15  
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 2018 08 15  
Windsor  
N9A 6V2

Tel 519-258-0615

Fax 519-258-6833

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$63.65

*Total Paid* \$63.65