

**THE CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2019-014**

**By-law to authorize the execution of a Development Agreement  
between 1710791 Ontario Ltd. and  
the Corporation of the Town of Amherstburg  
35 Renaud 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;

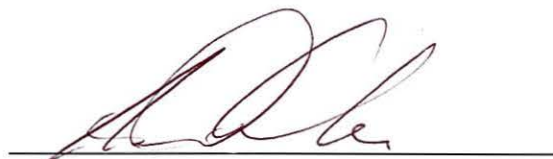
**AND WHEREAS** the Corporation of the Town of Amherstburg and the Owner have agreed to the site plan and elevations in the Development Agreement;

**AND WHEREAS** 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 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 1710791 Ontario Ltd. and the Corporation of the Town of Amherstburg for the addition of a lumber storage building to the existing Home Hardware property, said agreement affixed hereto;
2. That By-law 2421, passed July 14, 1997 be repealed and replaced by this By-law.
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 11<sup>th</sup> day of February, 2019.



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made in quadruplicate this 11<sup>th</sup> day of February, 2019.

**BETWEEN:**                **1710791 ONTARIO LTD.**  
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** 1710791 Ontario Ltd. 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 Part of Lot 5, Plan 590, and Part 1 and the Unnamed Right-Of-Way on Registered Plan 12R-24217, of the said lands for a lumber storage building accessory to the existing Home Hardware building 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, as per By-Law 2018-51 with respect to any or all of the items contained within Section 41 of the Planning Act, R.S.O., 1990, as amended (the "Act");

**AND WHEREAS** the Corporation under Section 41(13)(b) has delegated the Manager of Planning Services of the Municipality, Council's powers or authority under Section 41 of the Planning Act as per By-law 2018-51, except the authority to define any class or classes of development as mentioned in clause (a);

**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 (Plan RO_PLAN) including without limiting the generality thereof: <ul style="list-style-type: none"> <li>(a) The location of the proposed lumber storage building to be constructed as well as all existing buildings;</li> <li>(b) The location and provision of parking facilities and access driveways, including driveways for emergency vehicles;</li> <li>(c) Walkways and all other means of pedestrian access;</li> </ul>
Schedule "C"-	Exterior Elevations

2. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power regarding any matters that relate to services for the Development Lands to be provided by Essex Power. 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 Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada. Should the proposed development impact Union Gas services, it may be necessary to terminate Union Gas service and relocate the line according to the new development requirements. Any service relocation required would be at the cost of the property owner. 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 Corporation.
4. The Owner shall be responsible for consulting with and obtaining any necessary approval or permits from the Ministry of the Environment, Conservation and Parks, the County of Essex and/or the Essex Region Conservation Authority (E.R.C.A.).
5. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of Culture, Tourism and Sport.
6. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedules "C" hereto.
7. 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 Schedule "B" and together with crushed stone or gravel, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
8. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
9. All walkways on the said lands, where so designated on Schedule "B", 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.

10. 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.
11. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
12. 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.
13. 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.
14. 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.
15. 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.
16. The Owner agrees to post 'No Smoking' signs throughout the property in proximity to all public entrances and exits of existing and proposed buildings.
17. The Owner agrees to perform a flow test of the fire hydrant located on the end of Renaud Street to the satisfaction of the Fire Department.
18. 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 re-development 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. In the event that an Owner should fail to obey a stop work order issued under Section 20 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
24. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Sections 20 or 21 or after notice of an opinion, which Council of the Corporation determines is correct under Section 22, 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.
25. 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 Local Planning Appeal Tribunal, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
26. 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.

27. 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.
28. 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.
29. 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.

30. The Owner shall pay to the Corporation a development charge for each building to be constructed in this development. The development charge herein shall be payable in cash or by certified cheque at the time the building permit is secured for the building. The amount of the development charge shall be increased from time to time in accordance with the provisions of the Corporations *Development Charges By-Law* as amended in effect at the time of the issuance of a building permit.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.

36. 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.
37. Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders.
38. 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.
39. 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.

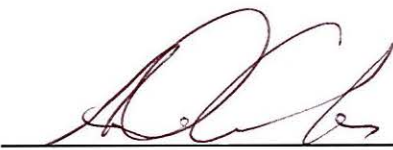
**IN WITNESS WHEREOF** the Owner and the Corporation (the latter under the hands and seals of its officers duly authorized in this regard), have executed this Agreement as of the date first above written.


**OWNER: 1710791 ONTARIO LTD.**

  
Per \_\_\_\_\_  
Bradley Waters

*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. 2019-014  
enacted the 11th day of February, 2019



**SCHEDULE "A"**

**LEGAL DESCRIPTION**

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

Part of Lot 5, Plan 590  
And Part 1, and Part of Unnamed Right-of-Way on Registered Plan 12R24217  
Town of Amherstburg, County of Essex and Province of Ontario

PIN 01544-2345 (LT)

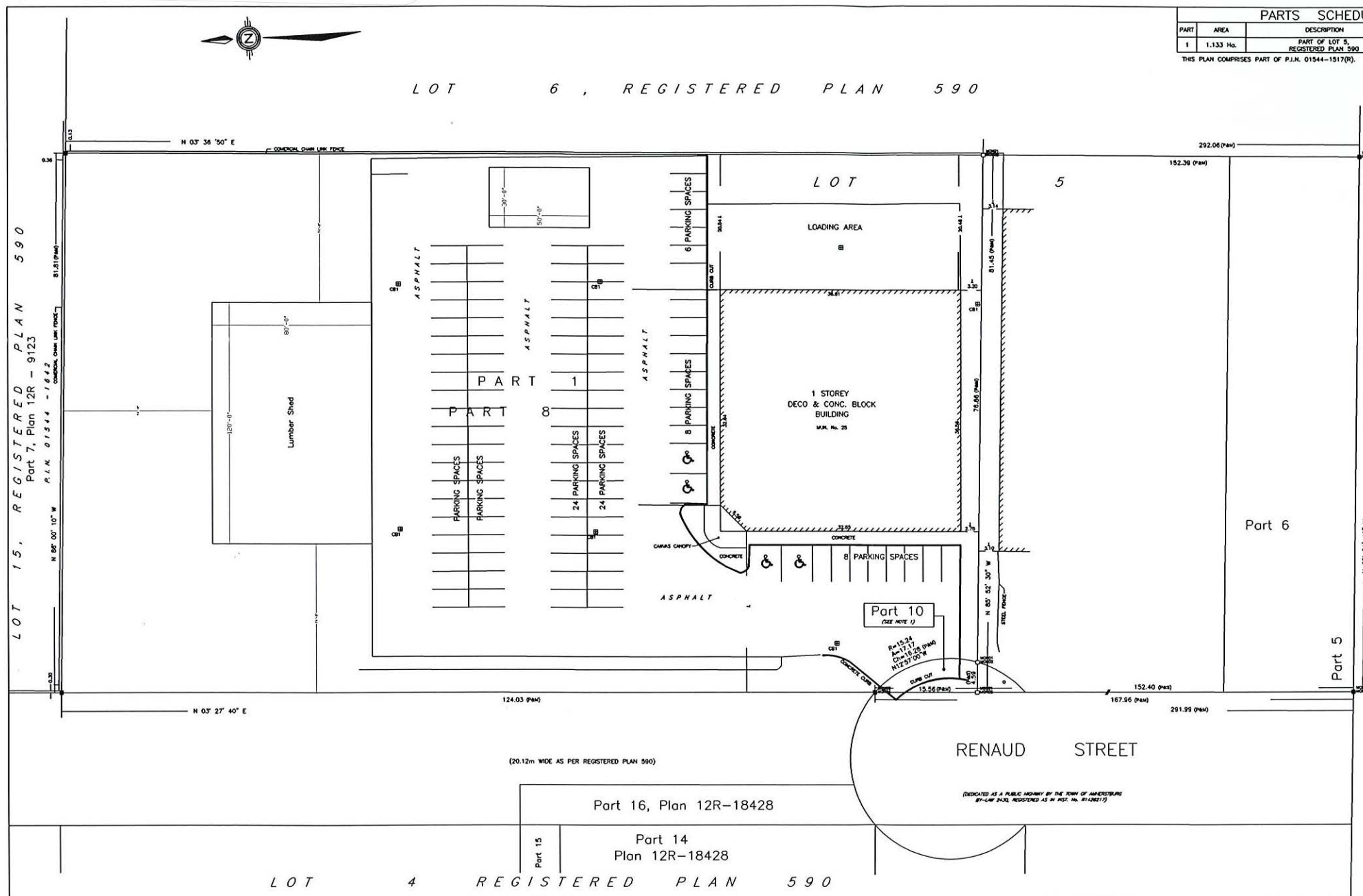
PIN 01544-1538 (LT)

Bradley Waters

TOWN OF AMHERSTBURG

Paula Parker, Clerk

Aldo DiCarlo, Mayor



PARTS SCHEDULE			
PART	AREA	DESCRIPTION	P.L.N.
1	1.133 Ha.	PART OF LOT 5, REGISTERED PLAN 590	PART OF 01544-1517(9)

THIS PLAN COMPRISES PART OF P.L.N. 01544-1517(9).

I REQUIRE THIS PLAN TO BE RECEIVED UNDER THE BORDERS2		PLAN RO_PLAN RECEIVED AND DEPOSITED	
DATE	JANUARY 26, 2010	DATE	FEBRUARY 3, 2010
SURVEYOR ONTARIO LAND SURVEYOR		LAURA OUELLETTE AN ASSISTANT DEPUTY LAND REGISTRAR FOR THE BORDERS1 DIVISION OF O.L.S.V.	

PLAN OF SURVEY  
OF  
PART OF LOT 5,  
REGISTERED PLAN 590  
GEOGRAPHIC TOWNSHIP OF ANDERDON  
NOW IN THE  
TOWN OF AMHERSTBURG  
COUNTY OF ESSEX, ONTARIO  
VERHAEGEN • STUBBERFELD • HARTLEY • BREWER • BEZARE INC.  
SCALE = 1:300

"METRIC" DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

INTEGRATED SURVEY—UTM ZONE 17 NAD83 (CSRS)  
BEARINGS ARE GRID BEARINGS UTM NAD83 ZONE 17 (CSRS) AND ARE DERIVED FROM THE CAN-NET GPS NETWORK  
WINDSOR BASE North: 4,687,709.315, East: 334,133.063 AND ARE REFERRED TO THE CENTRAL MERIDIAN 81° WEST.

DISTANCES  
DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999940281.

- LEGEND
- DENOTES MONUMENT SET AND MARKED 1528
  - DENOTES SURVEY MONUMENT SET AND MARKED 1528
  - DENOTES SET
  - DENOTES SET PROPORTIONALLY
  - DENOTES LEG-BEARING
  - DENOTES LEG-BEARING
  - DENOTES FIRE HYDRANT
  - DENOTES CATCH BASIN
  - DENOTES HANDICAP PARKING SPACE

NOTE 1:  
DEDICATED AS A PUBLIC HIGHWAY BY THE TOWN OF AMHERSTBURG BY-LAW 2430, REGISTERED AS IN INST. NO. R1428217

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE C\_DAY DAY OF C\_MON-YR

DATE C\_CD \_\_\_\_\_ SURVEYOR \_\_\_\_\_  
ONTARIO LAND SURVEYOR  
for VERHAEGEN • STUBBERFELD • HARTLEY • BREWER • BEZARE INC.

WINDSOR 475 Devonshire Road, Suite 202 N4Y 2E9 Tel: (519) 258-7772 Fax: (519) 258-1731

VERHAEGEN • STUBBERFELD • HARTLEY • BREWER • BEZARE INC.

LEAMINGTON 187 Talbot Street East N8T 1A8 Tel: (519) 322-2215 Fax: (519) 322-2875

ONTARIO LAND SURVEYORS www.olsbbsurveys.com

DRAWN BY: DRUMMET CAD Date: Friday, January 14, 2011 1:53:18 PM CHECKED BY: CHECKBY CAD File: Amherstburg\_0000-0.dwg

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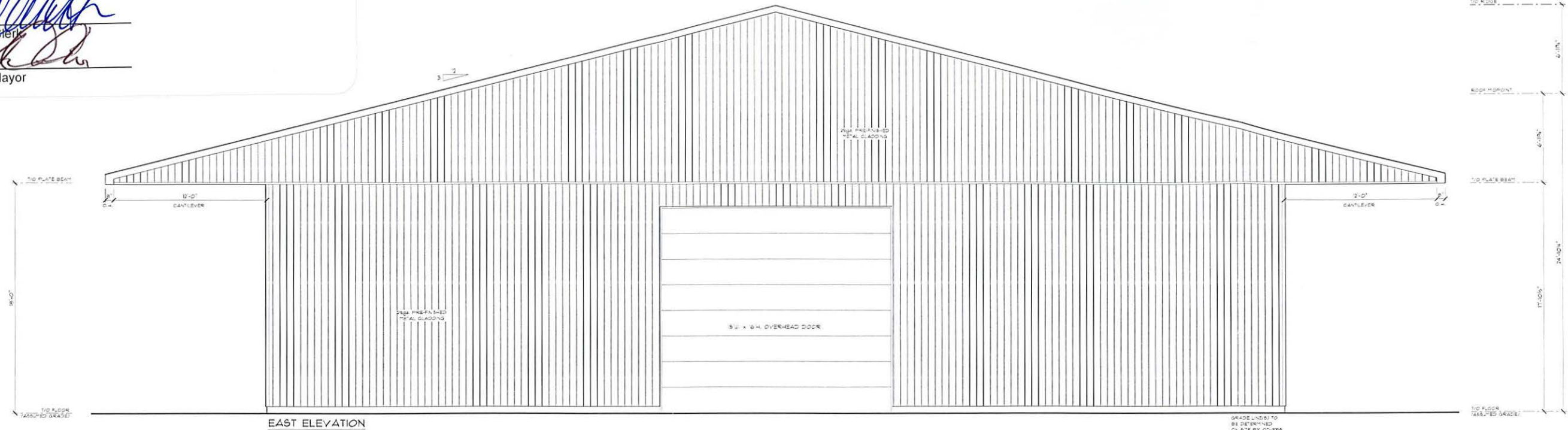
Bradley Waters

TOWN OF AMHERSTBURG

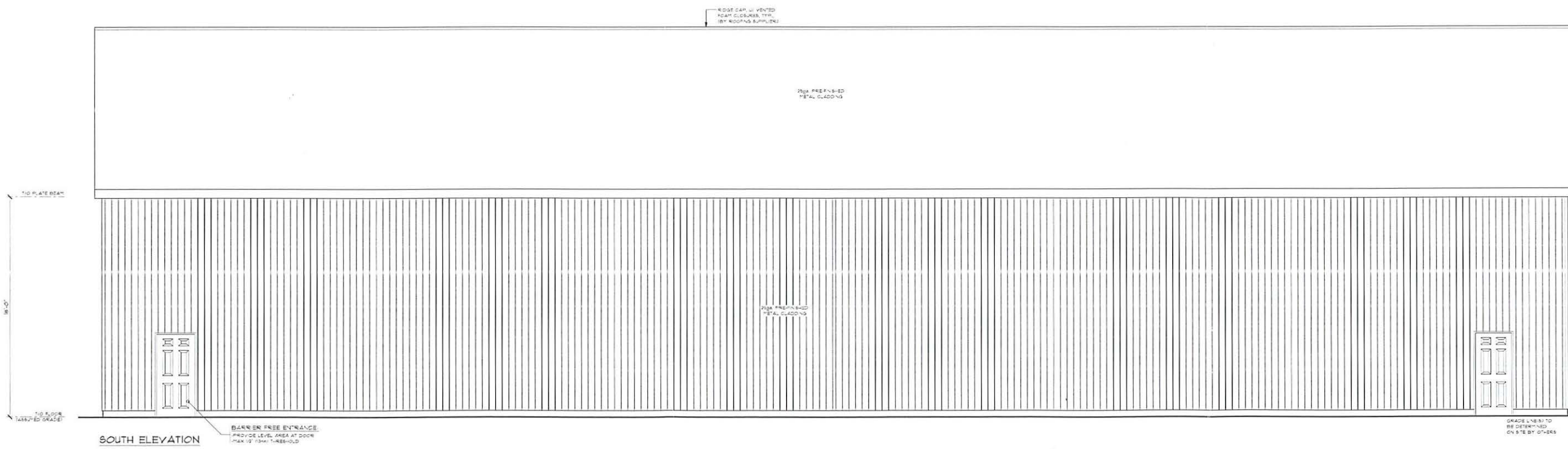
Paula Parker, Clerk

Aldo DiCarlo, Mayor

**WIGLE HHBC LUMBER STORAGE BUILDING**  
9,600 SQ.FT.



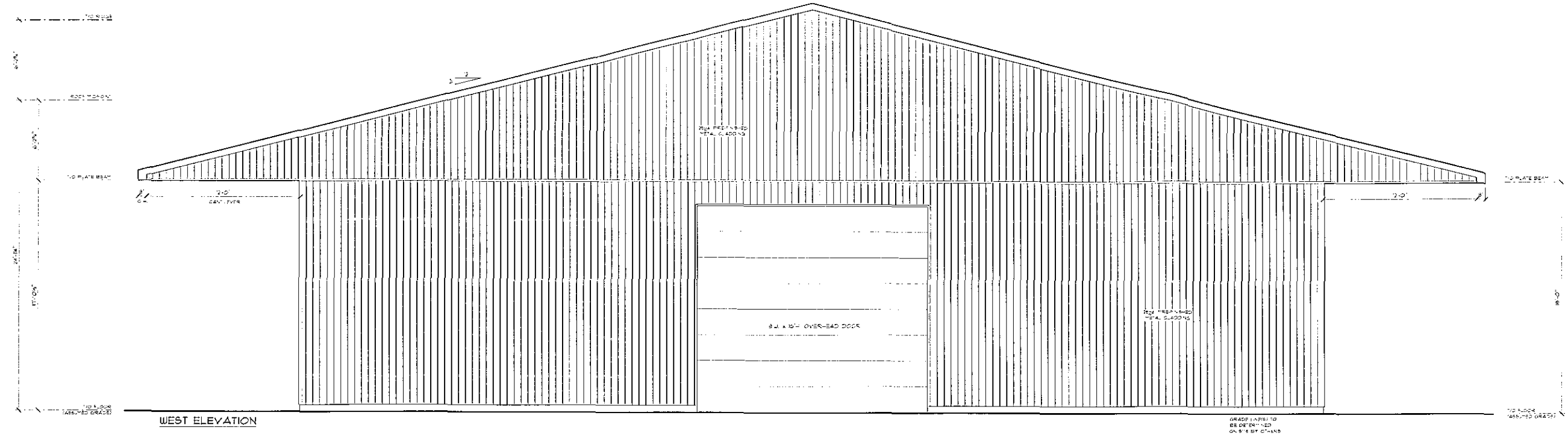
EAST ELEVATION



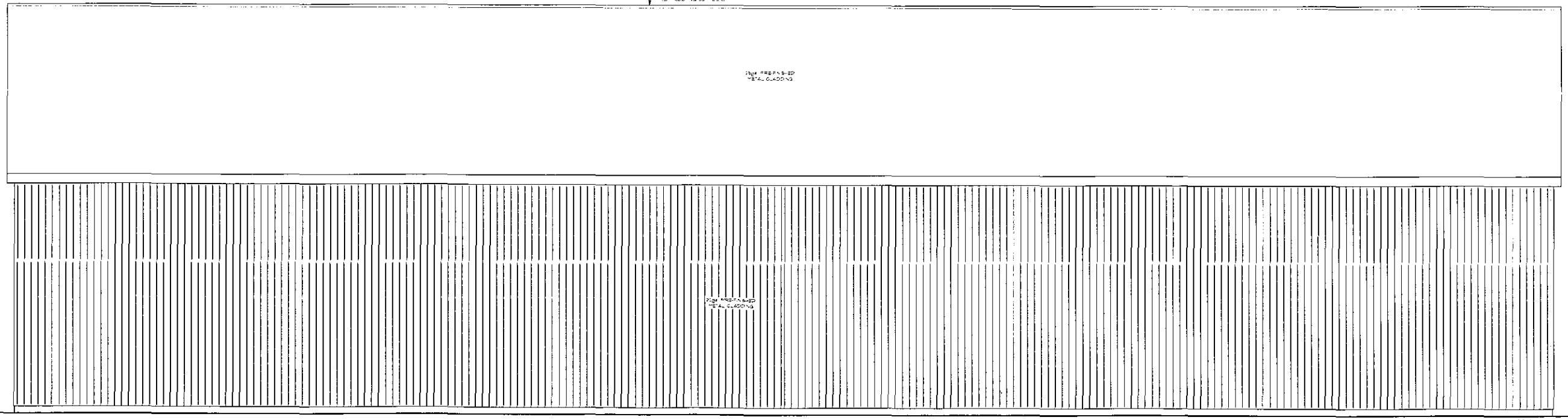
SOUTH ELEVATION

REVISIONS	DATE	DETAIL REFERENCE: A - DETAIL NUMBER B - SHEET NUMBER WHERE DETAIL REQUIRED C - SHEET NUMBER WHERE DETAIL IS CROSS-SECTION REFERENCE	PROJECT: <b>WIGLE HHBC LUMBER STORAGE BUILDING</b> 35 RENOLD STREET, AMHERSTBURG, ONTARIO	PROJECT NUMBER: C18-004-1245-5
			DRAWING: EAST & SOUTH ELEVATIONS	SHEET NUMBER: 1   3
			SCALE: 1'4"=1'-0"	
			DATE: NOVEMBER, 2018	
			DRAWN BY: HP	
			CHECKED BY: ARCHITECTURAL SOLUTIONS	



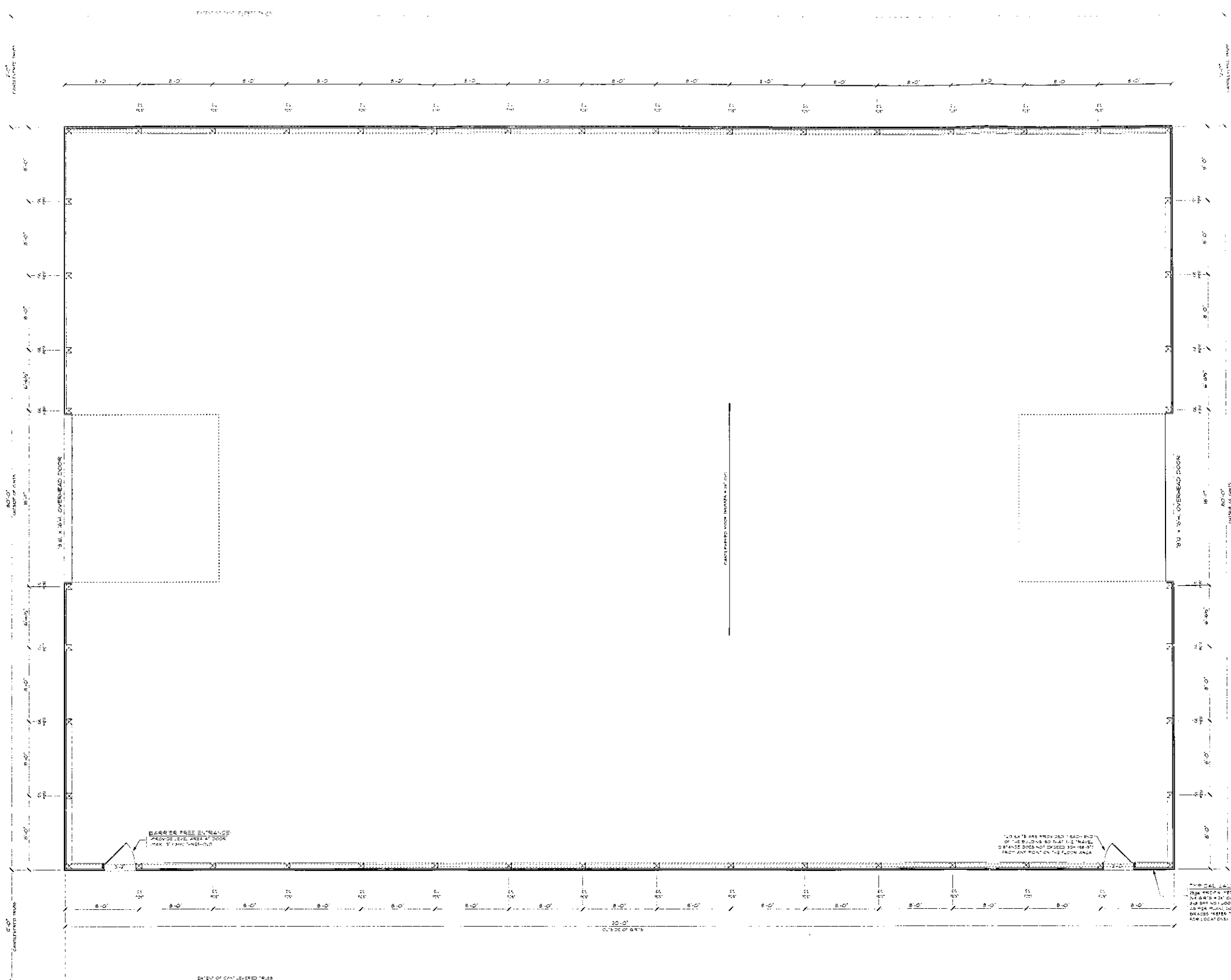


WEST ELEVATION



NORTH ELEVATION

REVISIONS DATE		DETAIL REFERENCE: A 3/4" NUMBER WHEN DETAIL REQUIRED B 3/4" NUMBER WHEN DETAIL REQUIRED C 3/4" NUMBER WHEN DETAIL REQUIRED D 3/4" NUMBER WHEN DETAIL REQUIRED		PROJECT <b>WIGLE HHBC LUMBER STORAGE BUILDING</b> <small>35 HENRIOT STREET, AVONLERSBURG, ONTARIO</small>			PROJECT NUMBER: C18-004-1245-5	
		A 3/4" NUMBER WHEN DETAIL REQUIRED B 3/4" NUMBER WHEN DETAIL REQUIRED		SHEETS WEST & NORTH ELEVATIONS SCALE: 1/4" = 1'-0"			DRAWN BY: KP	CHECKED BY: ARCHITECTURAL SOLUTIONS
				STORE: WIGLE HHBC		DATE: NOVEMBER, 2018		SHEET NUMBER: <b>2   3</b>



FLOOR PLAN  
8000 S.F.



REVISIONS	DATE

DETAIL REFERENCE
A DETAIL NUMBER
B SHEET NUMBER WHEN DETAIL REQUIRED
C SHEET NUMBER WHEN DETAIL IS PROVIDED

PROJECT			
<b>WIGLE HHBC LUMBER STORAGE BUILDING</b>			
35 RENAUD STREET, AVONLAKES, ONTARIO			
DRAWING	FLOOR PLAN	SCALE	3/16" = 1'-0"
DATE	NOVEMBER, 2018	DESIGNED BY	HP
SYMBOL	WIGLE HHBC	CHECKED BY	ARCHITECTURAL SOLUTIONS

PROJECT NUMBER
C18-004-1245-5
SHEET NUMBER
3   3