

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2002-08**

**A by-law to authorize the signing of a Development Agreement.**

**WHEREAS** Island Cove Development Ltd. has proposed the development of property on Bois Blanc Island for use as a condominium;

**AND WHEREAS** the Council of the Town of Amherstburg passed By-Law 2001-50 on October 22nd, 2001 entering into a Development Agreement with Island Cove Development Ltd.;

**AND WHEREAS** the Council of the Town of Amherstburg passed By-Law 2001-56 on November 26th, 2001 which repealed By-Law 2001-50 and authorized the execution of a Development Agreement;


**AND WHEREAS** the Council of the Town of Amherstburg deems it necessary to repeal By-Law 2001-56 and authorize the execution of a Development Agreement in the form annexed hereto;


**AND WHEREAS** the Council of the Town of Amherstburg and owners of the 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 HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. By-Law 2001-50 is hereby repealed.
3. By-Law 2001-56 is hereby repealed.
4. This By-Law shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 28th day of January, 2002.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified to be a true copy of By-Law  
No. 2002-08 passed by the Amherstburg  
Municipal Council on January 28, 2002.

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FOR OFFICE USE ONLY

L T 0 3 4 3 2 7 4

CERTIFICATE OF RECEIPT  
RECEIVED  
ESSEX (12) WINDSOR

'02 APR 15 PM 1 24

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <u>16</u> pages	
(3) Property Identifier(s) 01569 01569	Block 01569	Property 0005 01569 - 0116 0111	Additional: See Schedule <input checked="" type="checkbox"/>
(4) Nature of Document <b>Application to Register Development Agreement</b>			
(5) Consideration  a Dollars \$			
(6) Description <b>FIRSTLY: Part of Bois Blanc Island (Bob-Lo Island), being Parts 1 and 2 on Plan 12R-17660, Town of Amherstburg, County of Essex;</b> <b>SECONDLY: part of Bois Blanc Island, Malden, being Pt. 7 on 12R-16199, being Harbour View Court, Town of Amherstburg, County of Essex; and</b> <b>THIRDLY: Pt. of Bois Blanc Island Malden, being Parts 1 and 2 Plan 12R-19065, Town of Amherstburg, County of Essex</b>			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers  Additional: See Schedule

Executions  Additional: See Schedule

(8) This Document provides as follows:  
 The Corporation of the Town of Amherstburg has an unregistered estate, right, interest or equity in the above land of which Island Cove Development Ltd. is the registered owner and hereby applies to have Development Agreement, dated January 28th, 2002, made between the Corporation of the Town of Amherstburg and Island Cove Development Ltd., entered on the Parcel Register.  
 The evidence in support of this application consists of an executed copy of said Development Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s) <b>THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor</b>	Signature(s)  <b>Armando F. DeLuca, Q.C.</b>	Date of Signature Y M D <b>2002 04 08</b>
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(11) Address for Service **500-250 Goyeau St., Windsor, Ontario N9A 6V2**

(12) Party(ies) (Set out Status or Interest) Name(s) <b>ISLAND COVE DEVELOPMENT LTD. (owner)</b>	Signature(s)	Date of Signature Y M D
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(13) Address for Service

(14) Municipal Address of Property <b>Amherstburg, Ontario</b>	(15) Document Prepared by: <b>Armando F. DeLuca, Q.C. MOUSSEAU, DELUCA, MCPHERSON, PRINCE LLP 500-250 Goyeau St. Windsor, Ontario N9A 6V2</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td style="text-align: right;"><u>600</u></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee	<u>600</u>					<b>Total</b>	
Fees and Tax												
Registration Fee	<u>600</u>											
<b>Total</b>												

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_.

THIS AGREEMENT made in quintuplicate this 28 day of January, 2002.

BETWEEN: ISLAND COVE DEVELOPMENT LTD.

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 "said lands";

AND WHEREAS the Owner warrants it is the registered owner of the said 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 WHEREAS the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control Area;

AND WHEREAS the Owner intends to develop or redevelop the said lands for a condominium development 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 other goods and valuable consideration and 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 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:

SCHEDULE "A"                      Legal Description of the Said Lands

SCHEDULE "B"	Site Plan
SCHEDULE "C"	Grading Plan
SCHEDULE "D"	Landscape Plan
SCHEDULE "E"	Reference Plan 12R-19065
SCHEDULE "F"	Sewage Treatment Plant Mitigative Report
SCHEDULE "G"	Elevation Drawings

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
  - (a) The location of all buildings and structures to be erected;
  - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including fire routes and driveways for emergency vehicles;
  - (c) Walkways and all other means of pedestrian access;
  - (d) The location and provision for the collection and storage of garbage and other waste material;
  - (e) Cross Section for municipal road construction.
4. Schedule "C" hereto shows:
  - (a) Grading Plan.
5. Schedule "D" hereto shows:
  - (a) Landscaping Plan.
6. Schedule "E" hereto shows:
  - (a) Reference Plan 12R-19065 for the road to be conveyed to the municipality, being Part 1 on the Plan.
7. Schedule "F" hereto shows:
  - (a) A report dated September 7, 2001 from James Drummond, P. Eng., Golder Associates Ltd. setting out mitigative measures to address any odour problems from the sewage treatment plant.
8. Schedule "G" hereto shows:
  - (a) Elevation Drawings.
9. The Owner shall be responsible for consulting with Hydro One regarding any matters that relate to services provided by Hydro One.
10. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.

11. All of the exterior walls of the building shall be faced with decorative block, brick, stone, stucco, structural glass, tile, baked enamel on steel or similar finished material.
12. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete portland cement or other 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 material, having a combined depth of at least 15.2 cm and with provisions for drainage facilities.
13. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
14. All walkways on the said 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.
15. 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.
16. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
17. The Owner shall install and maintain a system for the disposal of storm and surface water so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and separated from the sanitary sewer.
18. 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.
19. Any and all lighting shall be installed and maintained 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.
20. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "D".
21. A fence, stained or treated and maintained, with a minimum of 1.8 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
22. 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.
23. 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.
24. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
- (a) The progress of development;
  - (b) The state of maintenance as provided for in this Agreement.
25. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and 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.
26. 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.
27. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation 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 the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
28. In the event that an Owner should fail to obey a stop work order issued under Section 25 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.

29. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 26 or after notice of an opinion, which Council of the Corporation determines is correct under Section 27, the Council of the Corporation may by law direct on 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.
30. 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 3 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.
31. 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.
32. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
33. 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 469 of The Municipal Act shall apply.
34. The Owner agrees to convey Part 1 on Reference Plan 12R-19065 for purposes of a municipal road. The Owner is required to construct the road to full municipal standards in accordance with the cross sections shown on Schedule "B".
35. The building to be constructed of non-combustible materials and is to be constructed with an engineer certified sprinkler system in accordance with Ontario Building Code requirements and NFPA Guidelines.
36. The Owner acknowledges and agrees that sanitary sewage capacity shall be determined by way of a Certificate of Approval issued by the Ministry of the Environment & Energy. The parties hereto acknowledge and agree that there is a current Certificate of Approval No. 3-0212-97-006, dated September 11, 1997, which provides that the capacity of the current servicing infrastructure is 145 residential units. The Owner and the Corporation acknowledge that sixty-six (66) building permits for residential units have been issued to date.

The parties hereto agree that, in respect of sanitary sewage capacity, building permits for an additional seventy-nine (79) residential dwelling units shall be available upon request. In the event that the Owner wishes to construct residential units in excess of the capacity determined by Certificate of Approval No. 3-0212-97-006, the Owner agrees to arrange for additional sanitary sewage capacity at its own expense, subject to the approval of the Ministry of the Environment and Energy. Any such further units will be subject to a new development agreement which shall include the provisions for development charges in accordance with the Town's Development Charges By-Law in affect at the time.

37. Water service including water supply for fire fighting capacity must be addressed in accordance with all Ontario Building Code and Ministry of the Environment conditions and regulations.
38. Building permits will not be issued for this development until compliance with Section 37 and all other Sections of this Agreement have been met and provided for in accordance with the Ministry of the Environment & Energy and the Corporation's requirements and all other applicable law, as determined by the Corporation.
39. The Owner to provide for a pressured raw water fire main with emergency power backup to assist with the supply of water for fire fighting operations. The main will be a non-freeze installation. This system to be engineer certified and is subject to the approval of the Corporation and applicable regulations.
40. In recognition of the reduced separation distance between the residential development and the sewage treatment plant from the Ministry of Environment and Energy's Guideline D-2 of 100 metres to 60 metres, the Owner agrees to include a warning in offers of purchase and sale advising prospective buyers of the presence of a sewage treatment plant in the area, and of the possible presence of the related odours. The Owner further agrees to implement the mitigative measures set out in Schedule "F" should the odour problems begin to adversely affect residents.
41. The Owner shall supply, construct and install any required extension of services for this development. No such work shall commence until the drawings and specifications have been approved in writing by the Corporation.
42. A financial guarantee (Performance Bond, Letter of Credit or other security acceptable to the Corporation) for 100% of the cost of on-site improvements (other than buildings or structures) is required as part of the site plan agreement. The said amount to be approved by the Corporation's Manager of Public Services. A one (1) year maintenance security is also a requirement of this agreement with the option of reducing the security to 15% of the cost of the site improvements during the one year maintenance period after the Town has inspected and initially approved same.



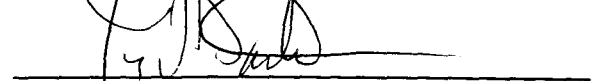
43. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of The Registry Act and The Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the land.


IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: ISLAND COVE DEVELOPMENT LTD.

  
\_\_\_\_\_  
John Oram

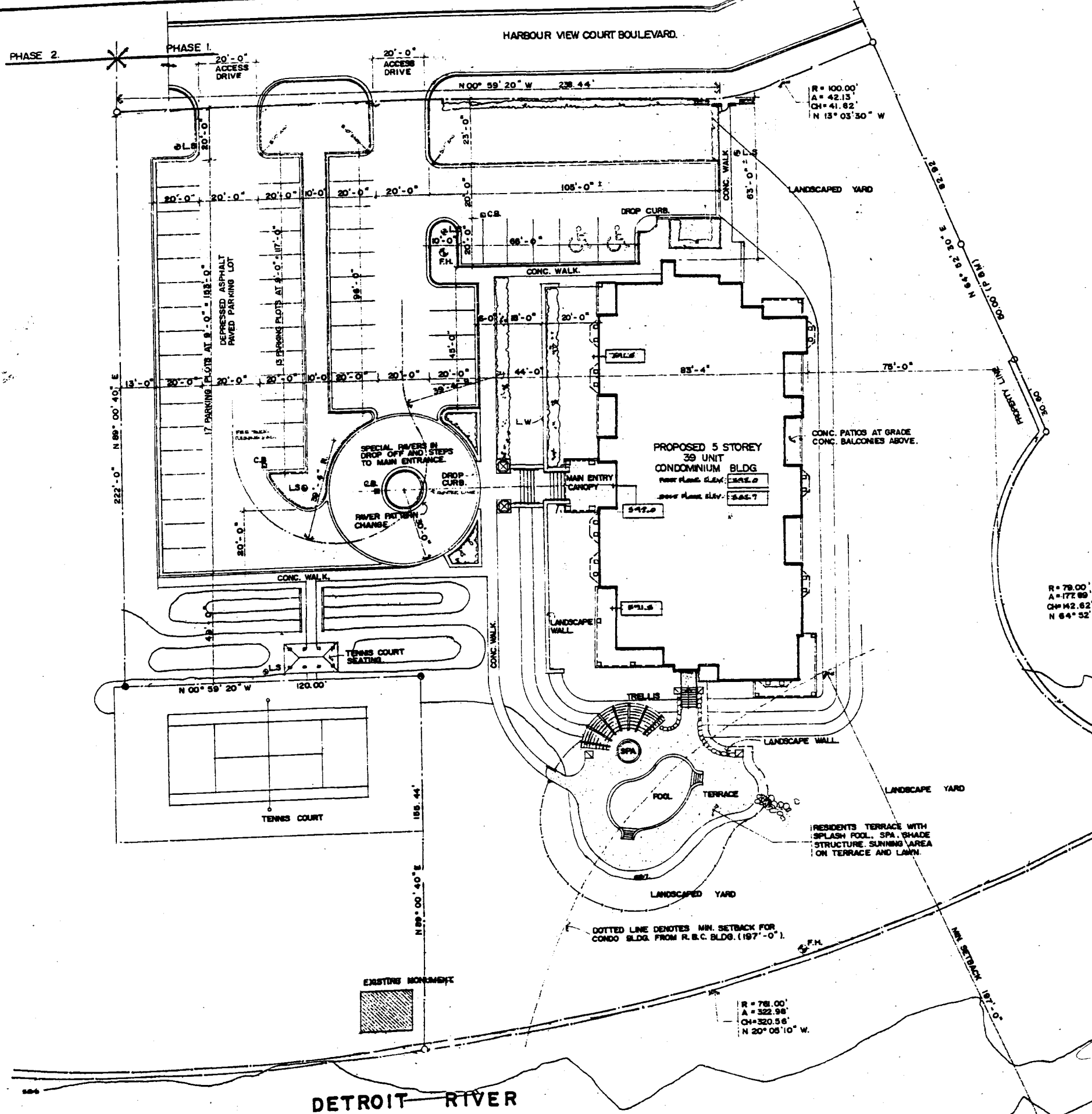
THE CORPORATION OF THE TOWN  
OF AMHERSTBURG

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Authorized and approved by By-Law  
No. 2002-08 enacted the 28th day of  
January, 2002.

\_\_\_\_\_

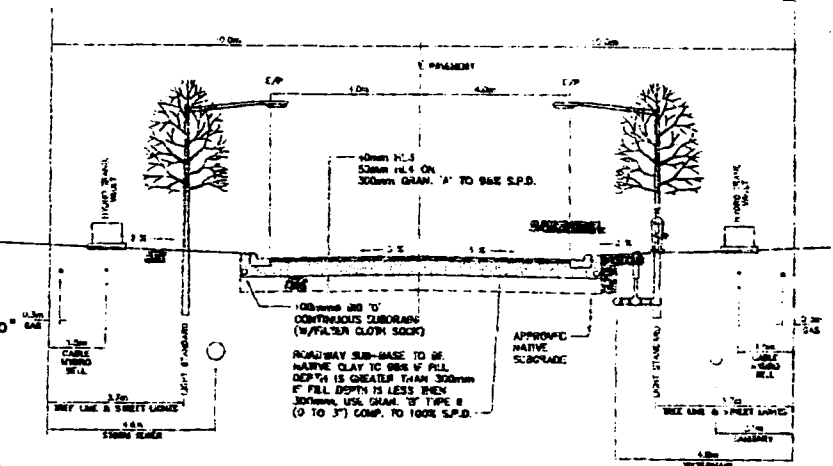


**SITE PLAN DESIGN INFORMATION**

1. SITE AREA = 1.0032 HECTARES - 2.479 ACRES.
2. DENSITY = 38.9 UNITS PER HECTARE, 15.7 UNITS PER ACRE.
3. BLDG. AREAS = CONDOMINIUM APARTMENTS = 10,190 s.f.  
PARKING GARAGE 17,840 s.f.  
TOTAL 28,030 s.f.
4. BLDG. COVERAGE: 107,985.24 s.f. = 25.95 %
5. BLDG. HEIGHT: 5 STOREY'S  
FIN. GRADE TO ROOF SLAB = 48'-6"

TOTAL BUILDING AREA:  
 FIRST FLOOR 10,190 S.F.  
 2ND TO 5TH 41,208 S.F. (10,302 S.F. X 4)  
 TOTAL BLDG. G.S.F.: 51,398 G.S.F.

MUNICIPAL ROAD CONSTRUCTION  
 HARBOUR VIEW COURT BOULEVARD  
 TYP. ROAD CROSS SECTION:  
 28'-0" MIN. WIDTH PAVEMENT - FACE OF CURB TO FACE OF CURB - INCLUDING CURBS & GUTTERS  
 PAVEMENT COMPOSITION - MIN. 12" OF GRAN. 'A' TO 100% S.P.D. - 3 1/2" OF ASPHALTIC CONCRETE IN 2 LAYERS (2" HL.4, 1 1/2" HL.3)



TYPICAL CROSS SECTION



SITE PLAN SCALE: 1" = 20'-0"

SCHEDULE "B" TO BY-LAW 2002-08

Island Cove Development Ltd.

John Gram  
 Town of Amherstburg  
 Mayor

JOSEPH P. TOTH  
 ARCHITECT  
 INC.  
 WINDSOR ONTARIO



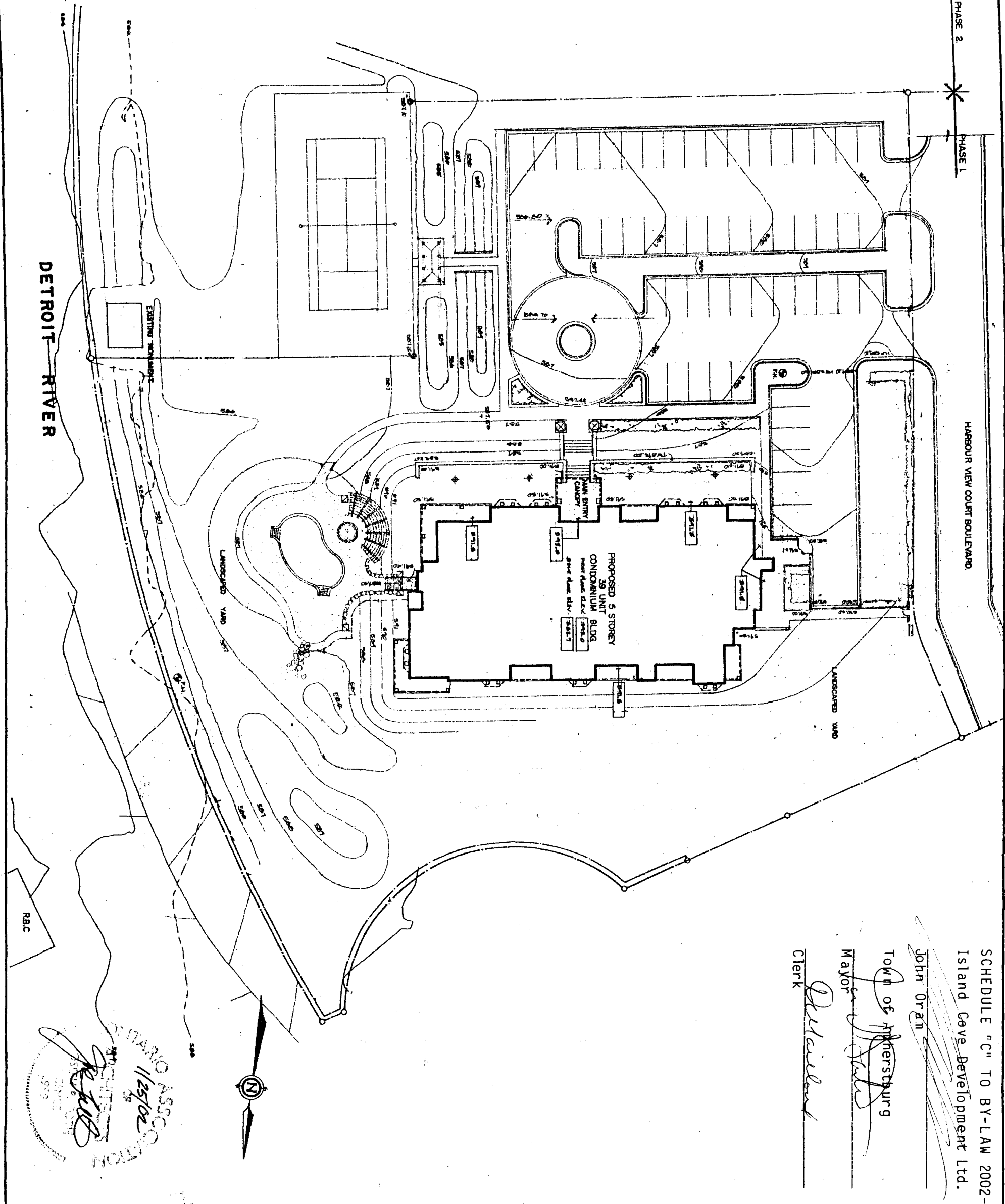
DATE	ISSUED FOR
JAN. 2008.	PROJECT
SCALE	PROPOSED HARBOUR VIEW CONDOMINIUM 39 UNITS.
DRN. BY	M.P.R.
PROJECT No.	2001-23
DWG. No.	A-2

PHASE 2

PHASE 1

HARBOUR VIEW COURT BOULEVARD

DETROIT RIVER



SCHEDULE "C" TO BY-LAW 2002-08  
 Island Cove Development Ltd.

John Oran  
 Town of Amherstburg

Mayor  
*[Signature]*

Clerk  
*[Signature]*

JOSEPH P. TOTH

ARCHITECT

INC.

WINDSOR ONTARIO



1/25/02  
 ONTARIO ASSOCIATION OF ARCHITECTS  
*[Signature]*

DATE	ISSUED FOR
JAN 200	PROPOSED HARBOUR VIEW CONDOMINIUM 39 UNITS
BOBO ISLAND	
DWG. TITLE FINISHED GRADING PLAN	
DATE	JAN 200
SCALE	1" = 20'-0"
DRN. BY	M.P.M.
PROJECT NO.	2001-23
DWG. No.	A-2A

PHASE 2 PHASE 1

HARBOUR VIEW COURT BOULEVARD

SCHEDULE "D" TO BY-LAW 2002-08  
Island Cove Development Ltd.

JOSEPH P. TOTH  
ARCHITECT  
INC.  
WINDSOR ONTARIO

John Oram  
Town of Amherstburg  
Mayor  
D. D'Amico  
Clerk



51 PARKING SPACES  
(1.3 PER DWELLING UNIT)

EVERGREEN HEDGE ALONG  
THE SIDEWALK WITH DECIDUOUS  
HEDGE BEHIND WALL AT THE  
UPPER TERRACE NEAR THE  
BUILDING.

SPECIAL PAVERS IN DROP-OFF  
AND STEPS UP TO MAIN ENTRANCE

TENNIS SHADE STRUCTURE  
RIVER OVERLOOK SEATING  
AREA.

RESIDENCE TERRACE WITH  
SPASH POOL, SUN SHADE  
STRUCTURE, SUNNING AREA ON  
TERRACE AND LAWN SET IN A  
LANDSCAPE SETTING WITH  
VIEWS TO THE RIVER.

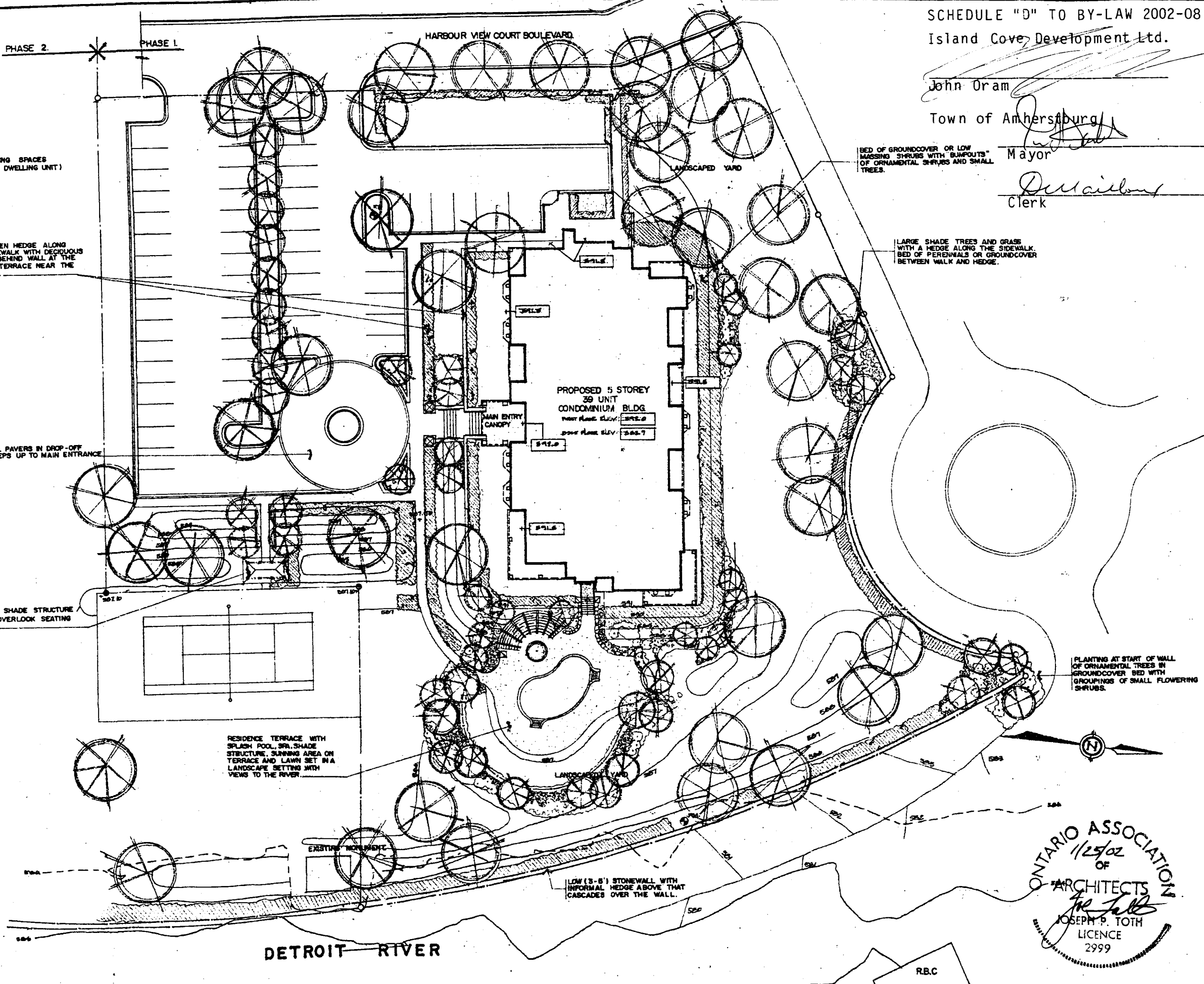
PROPOSED 5 STOREY  
39 UNIT  
CONDOMINIUM BLDG  
first floor elev: 385.0  
second floor elev: 385.7

LOW (3'-6") STONEWALL WITH  
INFORMAL HEDGE ABOVE THAT  
CASCADES OVER THE WALL.

BED OF GROUNDCOVER OR LOW  
MASSING SHRUBS WITH "BUMP-OUTS"  
OF ORNAMENTAL SHRUBS AND SMALL  
TREES.

LARGE SHADE TREES AND GRASS  
WITH A HEDGE ALONG THE SIDEWALK.  
BED OF PERENNIALS OR GROUNDCOVER  
BETWEEN WALK AND HEDGE.

PLANTING AT START OF WALL  
OF ORNAMENTAL TREES IN  
GROUNDCOVER BED WITH  
GROUPINGS OF SMALL FLOWERING  
SHRUBS.



DETROIT RIVER



DATE	ISSUED FOR
PROJECT PROPOSED HARBOUR VIEW CONDOMINIUM 39 UNITS	
BOBLO ISLAND.	
DWG. TITLE LANDSCAPE PLAN.	
DATE	JAN. 2002
SCALE	1" = 20'-0"
DRN. BY	M.P.R.
PROJECT No.	2001-23
DWG. No.	L-1.



**Golder Associates Ltd.**

2465 McDougall Street, Suite 100  
Windsor, Ontario, Canada N8X 3N9  
Telephone (519) 250-3733  
Fax (519) 250-6462



September 7, 2001

011-4540

Bob-Lo Island Resort Community  
1078386 Ontario Limited  
340 Dalhousie Street  
Amherstburg, Ontario  
N9V 1X3

COPY

Attention: Mr. John Oram

**RE: SEWAGE TREATMENT PLANT MITIGATIVE REPORT**

Dear Sirs:

The sewage treatment plant installed on Bob-Lo Island is a Rotordisk system with a primary settling tank, rotating biological contactor, and biological settling tank. Treated effluent from the plant is discharged through an underwater pipeline to the Detroit River. The plant is built into the ground with the roof of the chamber approximately one foot above grade. It is Golder's opinion that odour or noise from the sewage treatment plant, at its current capacity, will not likely affect the residents of the proposed condominium development.

At present and projected volumes of sewage to this plant, odour is unlikely to become a problem. Despite this expectation, currently unforeseen upset conditions may result in odour generation at higher and potentially problematic air concentrations. In the event of an upset condition, there are three potential odour sources in the sewage treatment process:

- the primary settling tank,
- the biological contactor,
- the biological settling tank.



OFFICES ACROSS NORTH AMERICA, SOUTH AMERICA, EUROPE, ASIA AND AUSTRALIA

SCHEDULE "F" TO BY-LAW 2002-08

Island Cove Development Ltd.

  
John Oram

Town of Amherstburg

  
Mayor

  
Clerk

Odours from these sources may become a problem requiring mitigation. There are a number of mitigation strategies that could be employed to resolve residents' concerns. The strategy selected would depend on the source of odour.

If an odour problem occurs, a generic control approach would require the collection and treatment of odorous air contaminants. Several recognized approaches are available for controlling organic-based odours. These include:

- Gas scrubbing
- Carbon adsorption
- Biodegradation

The air collection system would be common to all three treatment approaches and would comprise local exhaust hoods connected to a common header duct. An induced draft fan would draw the air from "critical" process components (primary settling tank, biological contactor, and biological settling tank) and direct it to the selected treatment module.

For gas scrubbing, the odorous exhaust stream is brought into contact with a liquid - typically by spraying it with the liquid, although there are other means to effect the required contact. Odorous components in the exhaust air are removed by absorption into the liquid stream.

Carbon adsorption may be a more effective approach to odour removal. This technology introduces the odorous air to enclosed vessels packed with activated carbon. The odorous organic components in the air stream adhere to the surface of the highly porous adsorbent while the cleaned air passes through the vessel and is released to atmosphere. Adsorption is highly suited to the removal of trace organic constituents from air streams whereas wet scrubbers are generally more efficient with higher contaminant concentrations in the exhaust.

Bio-degradation of odorous air contaminants requires a system similar in concept to the existing rotary biological contactor. In this case, the exhaust air stream would be introduced to a porous, wetted bed of natural organic materials (for example wood chips, sawdust, corn husks, peat moss and similar substrates) inoculated with suitable micro-organisms. Odorous organic contaminants would be removed through assimilation by the micro-organisms as a food source.

**Golder Associates**

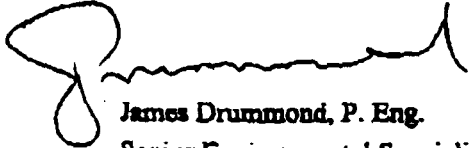
Schedule "F" to By-Law 2002-08 cont'd.

It is Golder's opinion that, at current and projected volumes of sewage to be treated at this plant, there is limited likelihood of odours. However, if odours do become a problem the mitigative strategies described in this report would be expected to minimize or eliminate the problem. Also, as odour abatement methods continue to evolve, other strategies may become available over time to treat potential odour generation.

If you or anyone has any questions regarding this report please do not hesitate to contact the undersigned.

Yours very truly,

**GOLDER ASSOCIATES LTD.**



James Drummond, P. Eng.  
Senior Environmental Specialist

JD/JWR:uk

REPORT

**Golder Associates**

Schedule "F" to By-Law 2002-08 cont'd.





NORTH ELEVATION

SCALE 1/8" = 1'-0"



WEST ELEVATION

SCALE 1/8" = 1'-0"

JOSEPH P. TOTTH

ARCHITECT

INC.

WINDSOR ONTARIO



SCHEDULE "G" TO  
BY-LAW 2002-08

Island Cove Development  
Ltd.

*John Oram*  
John Oram

Town of Amherstburg

*[Signature]*  
Mayor

*[Signature]*  
Clerk

DATE: JUNE 2008  
PROJECT: PROPOSED MARSHALL VIEW CONDOMINIUM 20 UNITS

SOBLO ISLAND  
DATE TITLE: ELEVATIONS

DATE: JUNE 2008  
SCALE: 1/8" = 1'-0"  
DRAWN BY: J.P.T.  
PROJECT NO.: 000-03  
DWG. NO.:

JOSEPH P. TOTH

ARCHITECT

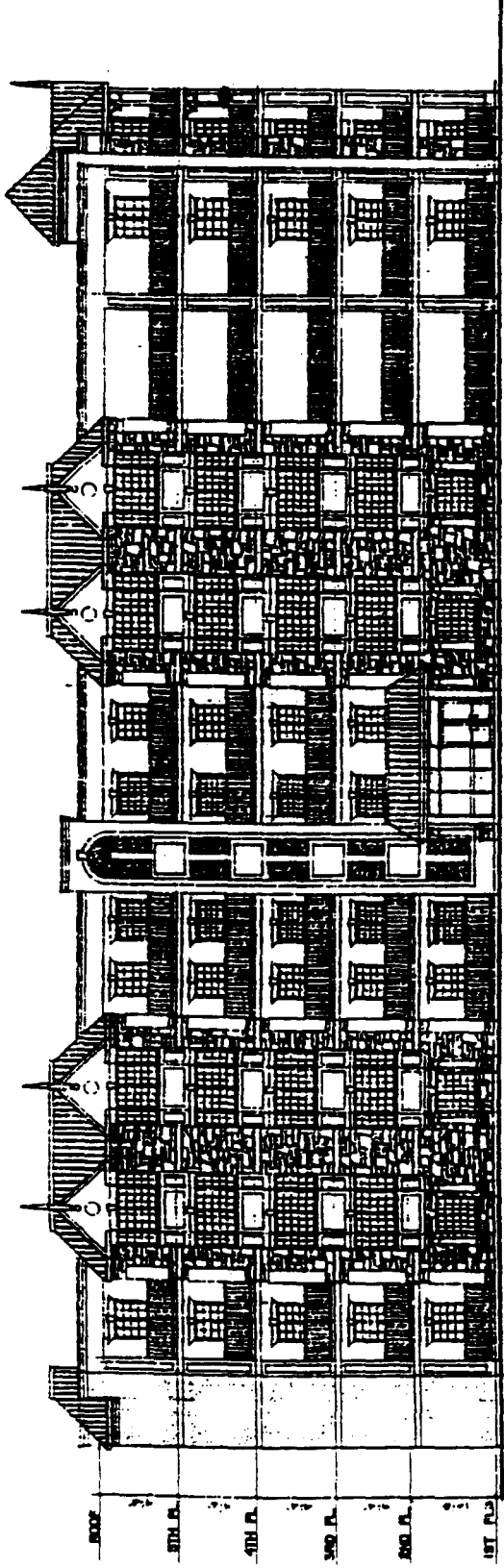
INC.

MEMBER ONTARIO



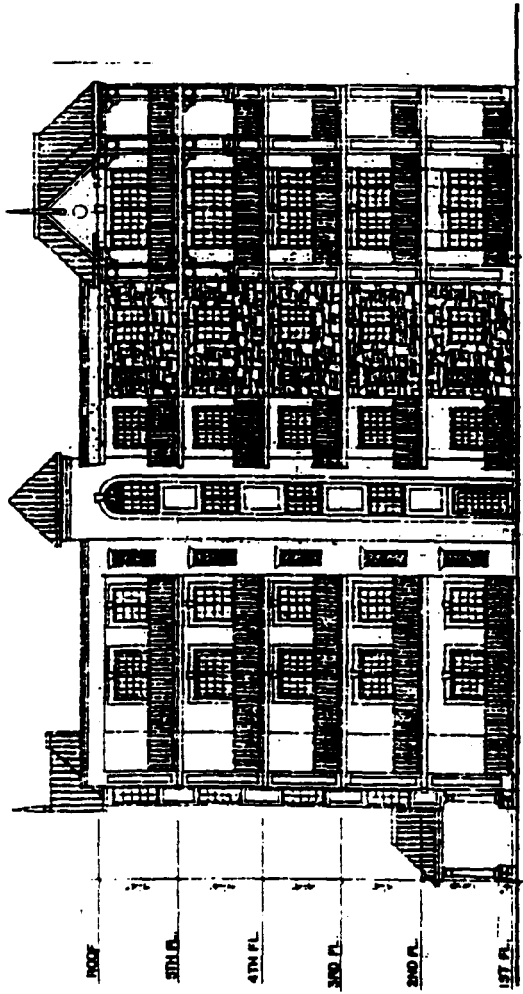
SCHEDULE "G" TO  
BY-LAW 2002-08 CONT

DATE	1 FEB 2007
PROJECT	PROPOSED MARKET VIEW CONDOMINIUM IN LAMB
DESIGNER	BOBLO ISLAND
ELEVATIONS	
DATE	JUNE 2008
SCALE	1/8" = 1'-0"
DWG BY	J.P.T.
PROJECT	888-88
DATE	1/10/08



SOUTH ELEVATION

SCALE 1/8" = 1'-0"



EAST ELEVATION

SCALE 1/8" = 1'-0"

FOR OFFICE USE ONLY

L70343063

CERTIFICATE OF RECEIPT RECEPISSE ESSEX (12) WINDSOR

'02 APR 11 PM 3 20

(1) Registry  Land Titles  (2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property Part of 01569-0116 Additional: See Schedule

(4) Consideration Dollars \$

(5) Description This is a: Property Division  Property Consolidation

Part of Bois Blanc Island, geographic Township of Maidstone, Town of Amherstburg, County of Essex and Province of Ontario being designated as Part 1 on 12R-19065.

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(6) This Document Contains (a) Redescription New Easement  Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee

Name: ISLAND COVE DEVELOPMENT LTD. Signature(s): [Signature] Date of Signature: 2002 03 20 Per: Name: John Oram Title: President

I have authority to bind the Corporation.

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature

(10) Transferor(s) Address for Service 340 Dalhousie Street, Amherstburg, Ontario N9V 1X3

(11) Transferee(s) THE CORPORATION OF THE TOWN OF AMHERSTBURG Date of Birth

(12) Transferee(s) Address for Service

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Date of Signature Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Name and Address of Solicitor Signature Date of Signature

(15) Assessment Roll Number of Property not assigned

(16) Municipal Address of Property

Vacant Land Amherstburg, Ontario

(17) Document Prepared by: Jerry L. Goldberg Wilson Walker LLP 443 Ouellette Avenue Windsor, Ontario N9A 6R4

Table with 2 columns: Fee Type, Amount. Rows include Registration Fee, Land Transfer Tax, and Total.

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Bois Blanc Island, being Part 1 on 12R-19065,  
Town of Amherstburg, County of Essex

BY (print names of all transferors in full) Island Cove Development Ltd.

TO (see instruction 1 and print names of all transferees in full) The Corporation of the Town of Amherstburg

I, (see instruction 2 and print name(s) in full) Armando F. DeLuca, Q.C.

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) The Corporation of the Town of Amherstburg  
described in paragraph(s) (a), (b), (~~X~~) above; (strike out references to inapplicable paragraphs)
- (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s)) \_\_\_\_\_  
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
- (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) \_\_\_\_\_ who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences. **Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.**
- does not contain a single family residence.
- contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)

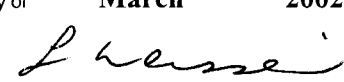
4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

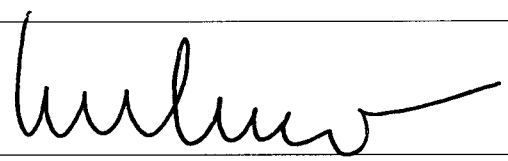
(a) Monies paid or to be paid in cash . . . . .	\$	<u>2.00</u>		
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) . . . . .	\$	<u>Nil</u>	} All Blanks Must Be Filled In. Insert "Nil" Where Applicable	
(ii) Given back to vendor . . . . .	\$	<u>Nil</u>		
(c) Property transferred in exchange (detail below) . . . . .	\$	<u>Nil</u>		
(d) Securities transferred to the value of (detail below) . . . . .	\$	<u>Nil</u>		
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject . . . . .	\$	<u>Nil</u>		
(f) Other valuable consideration subject to land transfer tax (detail below) . . . . .	\$	<u>Nil</u>		
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) . . . . .	\$	<u>2.00</u>		\$ <u>2.00</u>
(h) VALUE OF ALL CHATTELS – items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) . . . . .	\$	<u>Nil</u>		
(i) Other consideration for transaction not included in (g) or (h) above . . . . .	\$	<u>Nil</u>		
(j) TOTAL CONSIDERATION . . . . .	\$	<u>2.00</u>		

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)  
nil - conveyance of road allowance

6. If the consideration is nominal, is the land subject to any encumbrance? no

7. Other remarks and explanations, if necessary.

Sworn before me at the City of Windsor  
in the County of Essex  
this 21st day of March 2002  
  
A Commissioner for taking Affidavits, etc.

  
Armando F. DeLuca, Q.C.  
signature(s)

**Property Information Record**

A. Describe nature of instrument: Transfer/Deed of Land

B. (i) Address of property being conveyed (if available) vacant land January 26, 2003

(ii) Assessment Roll No. (if available) not assigned

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 271 Sandwich St. S., Amherstburg, Ontario

D. (i) Registration number for last conveyance of property being conveyed (if available) \_\_\_\_\_

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes  No  Not known

E. Name(s) and address(es) of each transferee's solicitor  
Armando F. DeLuca, Q.C., MOUSSEAU, DELUCA, MCPHERSON, PRINCE  
500-251 Goyeau St., Windsor, Ontario N9A 6V2

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

**School Tax Support (Voluntary Election) See reverse for explanation**

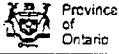
(a) Are all individual transferees Roman Catholic? Yes  No

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes  No

(c) Do all individual transferees have French Language Education Rights? Yes  No

(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes  No

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).



# Transfer/Deed of Land

Do Process Software Ltd. • (416) 322-6111  
25575

Form 1 - Land Registration Reform Act

(2) Page 1 of 2 pages

FOR OFFICE USE ONLY

10343103  
CERTIFICATE OF RECEIPT  
RECEPTE  
ESSEX (12) WINDSOR  
02 APR 11 PM 3 58  
REGISTRAR/MATRIEN

New Property Identifier: \_\_\_\_\_  
Additional: See Schedule

Executions: \_\_\_\_\_  
Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property  
01569-0111 (LT) Additional: See Schedule

(4) Consideration  
ONE Dollars \$ 1.00

(5) Description This is a: Property Division  Property Consolidation   
Part of Bois Blanc Island, geographic Township of Maidstone, Town of Amherstburg, County of Essex and Province of Ontario being designated as Part 7 on 12R-16199.

(6) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~and does so by means of this deed of land~~

Name(s) Signature(s) Date of Signature  
THE CORPORATION OF THE TOWN OF AMHERSTBURG Per: Tony Di Bartolomeo 2002 03 27  
I have authority to bind the Corporation. Title: Mayor  
Signature: David Matlooy 2002 03 27  
Title: CLERK

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature

(10) Transferor(s) Address for Service 271 Sandwich Street South, Amherstburg, Ontario N9V 2Z3

(11) Transferee(s) ISLAND COVE DEVELOPMENT LTD. Date of Birth

(12) Transferee(s) Address for Service 340 Dalhousie Street, Amherstburg, Ontario N9V 1X3

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Date of Signature

Signature \_\_\_\_\_ Date of Signature \_\_\_\_\_  
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Date of Signature \_\_\_\_\_  
Name and Address of Solicitor \_\_\_\_\_ Signature \_\_\_\_\_

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Date of Signature \_\_\_\_\_  
Name and Address of Solicitor \_\_\_\_\_ Signature \_\_\_\_\_

(15) Assessment Roll Number of Property City: Mun: Map: Sub: Par: not assigned

(16) Municipal Address of Property Vacant Land Amherstburg, Ontario (17) Document Prepared by: Jerry L. Goldberg Wilson Walker LLP 443 Ouellette Avenue Windsor, Ontario N9A 6R4

Fees and Tax	
Registration Fee	60.00
Land Transfer Tax	NT
Total	

Refer to all instructions on reverse side. IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Bois Blanc Island, geographic Township of Maidstone, Town of Amherstburg, County of Essex and Province of Ontario, being designated as Part 7 on 12R-16199.

BY (print names of all transferors in full) The Corporation of the Town of Amherstburg

TO (see instruction 1 and print names of all transferees in full) Island Cove Development Ltd.

1. (see instruction 2 and print name(s) in full) Jerry L. Goldberg

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed.
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
[X] (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) Island Cove Development Ltd.
(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))
(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see Instructions 4 and 5)

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with 2 columns: Description and Amount. Rows include: (a) Monies paid or to be paid in cash \$ 1.00; (b) Mortgages (i) Assumed \$ Nil; (ii) Given back to vendor \$ Nil; (c) Property transferred in exchange \$ Nil; (d) Securities transferred to the value of \$ Nil; (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ Nil; (f) Other valuable consideration subject to land transfer tax \$ Nil; (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 1.00; (h) VALUE OF ALL CHATTELS - items of tangible personal property \$ Nil; (i) Other consideration for transaction not included in (g) or (h) above \$ Nil; (j) TOTAL CONSIDERATION \$ 1.00.

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) none

6. If the consideration is nominal, is the land subject to any encumbrance? no

7. Other remarks and explanations, if necessary. Exchange of deeds of land for public road as per site plan. aplbndt

Sworn before me at the City of Windsor in the County of Essex this 26th day of March, 2002

A Commissioner for taking Affidavits

Jerry L. Goldberg (Signature)

Property Information Record

- A. Describe nature of instrument: Deed of Land
B. (i) Address of property being conveyed (if available) vacant land Amherstburg, Ontario
(ii) Assessment Roll No. (if available) not assigned
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 340 Dalhousie Street, Amherstburg, Ontario N9V 1X3
D. (i) Registration number for last conveyance of property being conveyed (if available) not known
(ii) Legal description of property conveyed: Same as in D. (i) above. Yes [ ] No [ ] Not known [X]
E. Name(s) and address(es) of each transferee's solicitor Wilson Walker LLP 443 Ouellette Avenue, Windsor, Ontario, N9A 6R4

For Land Registry Office Use Only. Registration No., Registration Date, Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes [ ] No [ ]
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes [ ] No [ ]
(c) Do all individual transferees have French Language Education Rights? Yes [ ] No [ ]
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes [ ] No [ ]

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b)
Apr-12-02 10:32am From: WILSON WALKER LLP Corp/Real +5199771566 T-251 P 003/003 F-830