

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW 2004-35

**Being a by-law to authorize
the execution of an Agreement**

WHEREAS the Committee of Adjustment for the Town of Amherstburg approved consents for Part of Bois Blanc Island on October 21, 2003;

AND WHEREAS a condition of the consents is that there be proof of an executed agreement with the owner of the ferry operation to the satisfaction of the Town of Amherstburg that both the severed and retained parcel have access to and from the Island;

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of the 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 Corporation of the Town of Amherstburg enter into an agreement with 1078385 Ontario Limited in the form annexed hereto, and the Mayor and Clerk be and they are hereby authorized to sign the original and copies and affix the Corporate Seal thereto.
2. 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 3rd day of May, 2004.



Mayor



Clerk

1542428

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (12) WINDSOR

SEP 16 2004 15:27 pm
2004 SEP 10 AM 1 52

(1) Registry Land Titles (2) Page 1 of 4 pages

(3) Property Identifier(s) Block 01569 Property 0119 Additional: See Schedule

(4) Nature of Document
ACCESS AGREEMENT

(5) Consideration
N / A Dollars \$

(6) Description
**Pt Bois blanc Island, Malden
Pt 16 to 40, 42 to 50 12R-16226,
Town of Amherstburg, County of Essex**

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

This Document provides as follows:
Access Agreement attached

Continued on Schedule

This Document relates to instrument number(s)

(1) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor	 ARMANDO F. DELUCA, Q.C.	2004 09 16

(2) Address for Service: 271 Sandwich St. S., Box 159, Amherstburg, Ontario N9V 2Z3

(2) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
078385 ONTARIO LIMITED (Owner)		

(3) Address for Service: 364 Dalhousie St., Amherstburg, Ontario

(14) Municipal Address of Property
vacant land
Amherstburg, Ontario

(15) Document Prepared by:
Armando F. DeLuca, Q.C.
Mousseau, DeLuca, McPherson, Prince, LLP
Barristers and Solicitors
500-251 Goyeau St.
Windsor, Ontario
N9A 6V2

Fees and Tax	
Registration Fee	600.00
Total	600.00

ACCESS AGREEMENT

THIS AGREEMENT made this 3rd day of May, 2004.

B E T W E E N ::

1078385 ONTARIO LIMITED, a company incorporated pursuant to the laws of Ontario.

(hereinafter referred to as the **“Developer”**)

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter referred to as the **“Town”**)

OF THE SECOND PART

WHEREAS the Developer is the owner of certain lands described in Schedule “A” hereto (the **“Lands”**) located on Boblo Island (the **“Island”**);

AND WHEREAS the Developer has applied to the Town for permission to sever the Lands into two (2) parcels described as Firstly and Secondly in Schedule “A”;

AND WHEREAS, as a condition to the approval of said severance, the Town requires that the Developer provide an agreement to the satisfaction of the Town that both the severed and retained parcels have access to and from the Island;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for good and valuable consideration (the receipt of which is acknowledged herein) the parties agree as follows:

1. The Town is not responsible in any way for access to or from the Island. Any access required to be provided shall be the sole responsibility of the Developer.
2. The Developer agrees to make a motor vehicle ferry and operator available to the Town, at no cost to the Town, for administrative purposes, maintenance, emergency, police and fire personnel and their equipment, whenever required by the Town.
3. The Developer shall provide access to the mainland and back for all school children or purchasers of real property on the Island to a bus stop on the mainland designated by the local school boards.
4. A provision outlining the above specification shall be contained in every agreement for sale and in every deed between the Developer and a purchaser of the Firstly-described parcel.
5. The Developer shall provide access to and from the Island for a resident of any part of the severed or retained parcels from and to a municipal roadway or right-of-way on the Island and the Mainland.
6. The Developer shall provide an easement / right-of-way for access and egress in favour of the Bois Blanc Community Association from and to a municipal roadway or right of way, both on Bois Blanc Island and on the Mainland.
7. This Agreement shall constitute the entire agreement between the parties. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

8. The provisions of this Agreement shall apply both to the severed parcel and the retained parcel described as firstly and secondly in Schedule "A".

9. The failure on the part of any party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to ban the exercise or enforcement thereof at any time or times thereafter.

10. This Agreement shall be read with all changes in gender or in number required by the context, and except as expressly provided herein this Agreement shall enure to the benefit of, and be binding upon, the parties hereto, their respective heirs, executors, administrators and permitted assigns.

11. This Agreement and the rights of the parties shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

1078385 ONTARIO LIMITED

Per: *Greg MacLeod*
Greg MacLeod, Receiver

*I have authority to bind the Corporation.
Pursuant to the Order of Justice
Quinn dated June 25, 2004*
**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per: *Wayne Hurst*
Mayor: Wayne Hurst

Per: *David Mailloux*
Clerk: David Mailloux

We have authority to bind the Corporation.

SCHEDULE "A"

Description of Lands

FIRSTLY:

Part of Bois Blanc Island, geographic township of Malden, now in the Town of Amherstburg, County of Essex, described as Part of Bois Blanc Island and Part of the Water Lots adjoining thereto (CLS54810) geographic Township of Malden, now in the Town of Amherstburg in the County of Essex and Province of Ontario, designated as:

1. Parts 10 to 12, inclusive, on Plan 12R-16260
Parts 1 and 2 on Plan 12R-16199
Part 1 on Plan 12R-16226
PIN: 01569-0007 (LT)
2. Parts 1 to 9, inclusive, 12R-16260
PIN: 01569-0130 (LT)
3. Parts 2 and 4 on Plan 12R-20127
Part PIN: 01569-0005 (LT)
4. Parts 1 and 2 on Plan 12R-20116
Part of PIN 01569-0262 (LT)
5. Parts 27 to 53, inclusive and Part 55 on Plan 12R-16199
Parts 2 to 14, inclusive, on Plan 12R-16226
PIN: 01569-0264 (LT)
6. Parts 16 to 40, inclusive, and Parts 42 to 50, inclusive, on Plan 12R-16226
save and except Part 11 on Plan 12R-16149
PIN: 01569-0119 (R)
7. Parts 1 and 2 on Plan 12R-15365
Parts 40 and 41 on Plan 12R-15216
PIN: 01569-0271 (LT)
8. Part 15 on Plan 12R-14574, and Parts 8 and 28 on Plan 12R-15216
Part 20 on Plan 12R-16149
PIN: 01569-0121 (LT)
9. Parts 1 to 6, inclusive, on Plan 12R-16059, EXCEPTING Parts 10, 11 and 12
on Plan 12R-16260, Parts 1 and 2 on Plan 12R-16199 and Part 1 on
Plan 12R-16226
PIN: 01569-0006(LT)

SECONDLY:

Part of Bois Blanc Island, Malden, now in the Town of Amherstburg, County of Essex, described as Parts 1 and 3 on Plan 12R-20127 being Part of PIN 01569-0005 and Part of PIN 01569-0262.

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

yyyy mm dd Page 1 of 5

Properties

PIN	01569 - 0007 LT	Estate/Qualifier	Fee Simple Absolute
Description	PT BOIS BLANC ISLAND (BOB-LO ISLAND) PT WATER LOT ADJOINING THERETO (CLS 58410) GEOGRAPHIC TOWNSHIP OF MALDEN, NOW IN THE TOWN OF AMHERSTBURG, COUNTY OF ESSEX, DESIGNATED AS PTS 10,11 & 12 PL 12R16260, PTS 1 & 2 PL 12R16199, PT 1 PL 12R16226, S/T EASE OVER PT 12 PL 12R16260 AS IN LT236525		
Address	AMHERSTBURG		
PIN	01569 - 0130 LT	Estate/Qualifier	Fee Simple Lt Conversion Qualified
Description	PT BOIS BLANC ISLAND MALDEN; PT WATER LOT ADJOINING BOIS BLANC ISLAND MALDEN PT 1 TO 9 12R16260; S/T TO THE INTEREST OF THE CROWN; S/T R1438082; AMHERSTBURG		
Address	AMHERSTBURG		
PIN	01569 - 0262 LT	Estate/Qualifier	Fee Simple Absolute
Description	PT BOIS BLANC ISLAND MALDEN PTS 1 & 2 PL 12R20116; AMHERSTBURG		
Address	AMHERSTBURG		
PIN	01569 - 0264 LT	Estate/Qualifier	Fee Simple Lt Conversion Qualified
Description	PT BOIS BLANC ISLAND MALDEN PTS 27 TO 53 INCLUSIVE & PT 55 PL 12R16199, PTS 2 TO 14 INCLUSIVE PL 12R16226; AMHERSTBURG		
Address	AMHERSTBURG		
PIN	01569 - 0271 LT	Estate/Qualifier	Fee Simple Lt Conversion Qualified
Description	PT BOIS BLANC ISLAND MALDEN; PT WATER LOT ADJOINING BOIS BLANC ISLAND MALDEN; PTS 1 & 2 PL 12R15365 & AS IN R1354629; AMHERSTBURG.		
Address	AMHERSTBURG		
PIN	01569 - 0121 LT	Estate/Qualifier	Fee Simple Lt Conversion Qualified
Description	PT BOIS BLANC ISLAND MALDEN; PT WATER LOT ADJOINING BOIS BLANC ISLAND MALDEN PT 15 12R14574, PT 8, 28 12R15216 PT 20 12R16149; S/T TO THE INTEREST OF THE CROWN; S/T R1343019; AMHERSTBURG		
Address	AMHERSTBURG		
PIN	01569 - 0006 LT	Estate/Qualifier	Fee Simple Absolute
Description	PT BOIS BLANC ISLAND (BOB-LO ISLAND) & PT WATER LOT ADJOINING THERETO (CLS 58410), GEOGRAPHIC TOWNSHIP OF MALDEN, NOW IN THE TOWN OF AMHERSTBURG, COUNTY OF ESSEX, DESIGNATED AS PTS 1 TO 6 INCLUSIVE, PL 12R16059, EXCEPTING PTS 10,11 & 12 PL 12R16260, PTS 1 & 2 PL 12R16199 & PT 1 PL 12R16226, S/T EASE OVER PT 2, PL 12R16059 AS IN NO R1372165, S/T EASE OVER PTS 13 & 14 PL 12R16260 AS IN LT236525, S/T THE NAVIGABLE WATERS PROTECTION ACT, OVER PT 5 PL 12R16059 AS IN NO R261597		
Address	AMHERSTBURG		
PIN	01569 - 0005 LT	Estate/Qualifier	Fee Simple Absolute
Description	PT OF BOIS BLANC ISLAND (BOB-LO ISLAND) AMHERSTBURG; PTS 1 & 2 PL 12R17660		
Address	AMHERSTBURG		

Consideration

Consideration \$ 0.00

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 Box 159
271 Sandwich St. S.
Amherstburg, Ontario
N9V 2Z3

LORY BRATT, PLANNING COORDINATOR, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

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

Party To(s)	Capacity	Share
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<i>Name</i>	1078385 ONTARIO LIMITED
<i>Address for Service</i>	340 Dalhousie Amehrstburg

GREG MACLEOD, Receiver, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

Statements

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2004 09 16
<i>Tel</i>	519-258-0615			
	5192586833			

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2		2004 09 16
<i>Tel</i>	519-258-0615		
<i>Fax</i>	5192586833		

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$60.00
<i>Total Paid</i>	\$60.00

File Number

Applicant Client File Number : 22725

ACCESS AGREEMENT

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B E T W E E N::

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(hereinafter referred to as the "Developer")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

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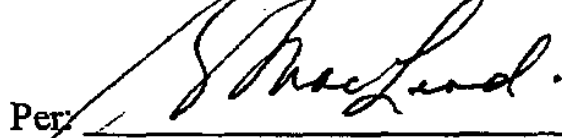
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SIGNED, SEALED AND DELIVERED)
in the presence of)

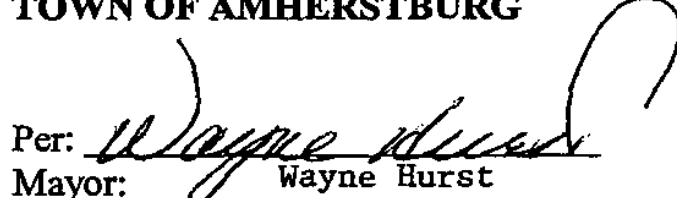
1078385 ONTARIO LIMITED

Per: 

Greg MacLeod, Receiver

I have authority to bind the Corporation.
Pursuant to the Order of Justice
Quinn dated June 23, 2004

THE CORPORATION OF THE
TOWN OF AMHERSTBURG

Per: 
Mayor: Wayne Hurst

Per: 
Clerk: David Mailloux

We have authority to bind the Corporation.

SCHEDULE "A"

Description of Lands

FIRSTLY:

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PIN: 01569-0006(LT)

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