

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW 2006-25

A By-law to authorize the signing of an agreement

WHEREAS the Developer proposes the development, servicing and sale of lands on Bois Blanc Island in phases;

AND WHEREAS the Developer represents and warrants to the Town that in accordance with the Vesting Order dated November 25, 2004, the right and authority to complete the development of the lands is vested in it;

AND WHEREAS the Developer and the Town agree that this Agreement shall replace all agreements approved for execution by By-laws 96-4 dated January 8th, 1996, pursuant to Section 50 of the Planning Act, R.S.O., 1990, c. P.13, as amended, By-law 96-11 dated April 25th, 1996, the Sanitary Sewage Agreement dated April 29th, 1996, and the Potable Water Agreement dated April 29th, 1996, By-law 96-46 dated November 25th, 1996, By-law 97-7 dated February 24th, 1997, By-law 97-9 dated April 9th, 1997, By-law 97-17 dated July 14th, 1997, By-law 97-26 dated October 27th, 1997, and By-law 97-27 dated November 17th, 1997;

AND WHEREAS the Developer and Town agree that By-law 96-23 being a by-law to authorize the execution of a site plan agreement pertaining to the commercial and marina areas of Boblo Island, By-law 2002-08 being a by-law to authorize the signing of a Development Agreement for the development of property for use as a condominium as amended by By-law 2005-95 and 2006-19, By-law 2002-20 being a by-law to authorize the signing of a Development Agreement for a swimming pool and By-law 2004-35 being a by-law to authorize the execution of an Agreement regarding access to and from the Island for certain lands will remain in full force and effect;

AND WHEREAS this agreement recognizes the services completed to date, existing work and improvements and the design criteria for future services;

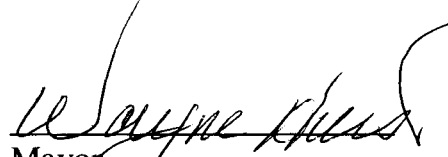
AND WHEREAS the Corporation of the Town of Amherstburg and Boblo Developments Inc. have agreed to the terms and conditions of the Agreement in the form annexed hereto;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

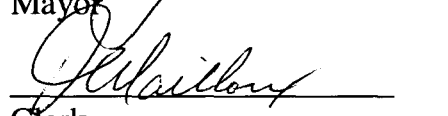
1. The foregoing Recitals are true in substance and in fact and are hereby incorporated by reference.
2. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of the Agreement in the form annexed hereto and affix the Corporate Seal thereto.

3. This By-law shall come into force and effect upon the date of final passage hereof.

Read a first, second and third time and finally passed this 27th day of March, 2006.



Mayor



Clerk

Certified to be a true copy of
By-law 2006-25 passed by the
Amherstburg Municipal Council
on March 27, 2006.



Council Report

PRESENTED TO COUNCIL
Mun. officer
Report #2
MAY 2006

Report To: Mayor Wayne Hurst and Members of Council
Date of Meeting: March 27, 2006
Prepared By: Lory Bratt, Planning Coordinator
Date of Report: March 20, 2006
Subject: Boblo Development Agreement

RECOMMENDATION:

That the Comprehensive Development Agreement for Boblo Island be approved and By-law 2006-25 be given three readings.

EXECUTIVE SUMMARY:

A Comprehensive Development Agreement has been completed for Boblo Island. The agreement consolidates and replaces a number of development agreements, recognizes the services completed to date, existing work and improvements and sets out the design criteria for future services. By way of a separate by-law a number of collateral issues will also be addressed that arose as part of the discussions.

REPORT:

As a result of a Vesting Order of the Ontario Superior Court of Justice dated November 25, 2004 the lands which are the subject of this Agreement became vested in the Developer being Boblo Developments Inc. Subsequent to this Order the Developer requested that the Town consider consolidation of the Development Agreement and seven amending agreements for Boblo Island. This process commenced in February of 2005. Through considerable discussion, exchange of material, extensive investigation and review, this Comprehensive Agreement has been completed for Council passage. This Agreement consolidates the original agreement and seven amending agreements for the Island. It also recognizes the services completed to date, existing work and improvements, and sets out the design criteria for future services.

The following are highlights of the Agreement:

- (i) The Recitals are incorporated as part of the Agreement.
- (ii) Building Permits will not be applied for until all of the services relating to the lot for which a permit is being sought have been installed and initially accepted by the Town with the exception of the final asphalt surface course of roadway.
- (iii) The Developer will be allowed to construct a maximum of 10 model homes of various styles subject to meeting all other requirements of the Development Manual.
- (iv) The Developer will provide labour and materials payment bond and financial security in the amount of 100% for all services to guarantee satisfactory installation of all services. Maintenance security in the amount of 50% will also be required upon initial acceptance of the services.
- (v) The normal requirements for the preparation of stormwater management reports to address stormwater quality and quantity is required.
- (vi) The lands are subject to the Town's Development Charges By-law, however the Town and Developer acknowledge that 145 dwelling units are exempt from payment of Development Charges. As at the date of the signing of this agreement it is acknowledged that 100 units have already been exempt from payment.
- (vii) Parkland dedication or cash in lieu will be considered by the Town on a phase by phase basis as the development progresses.
- (viii) Phasing
The Town is currently undertaking an Environmental Study Report regarding the long term provisions of Sanitary sewage treatment in the Town of Amherstburg, which includes the lands which are subject to this agreement. The Study is assessing servicing options including whether or not the sanitary sewage service area of the Amherstburg Sanitary Sewage Treatment Plant should be expanded to include Boblo Island and/or whether or not the Boblo Island Sanitary Sewage Treatment Plant should be expanded or upgraded to accommodate development.

/.....3

On the completion of the Study, should the Developer wish to advance the timing of a specific project recommended by the study and approved by the Town, through the use of upfront funding by the Developer, the Town will permit the Developer to finance the project and will allow the Developer to draw down the sanitary waste water treatment portion of the Development charges fees collected by the Town for the lands. Once the Study is completed and the servicing techniques recommended are approved by the Town both the Town and Developer acknowledges that the Phasing and amount of development permitted on the Land will be reassessed and the Agreement amended.

(ix) Fire Protection Requirements

In addition to the regulations of the Ontario Building Code and Fire Code, the agreement sets out special measures respecting fire protection requirements. Dwelling units in buildings not requiring fire alarm systems will require that the smoke alarms be wired for monitoring by an independent agency on a full time basis. Dwelling units in buildings requiring fire alarm systems will require that the fire alarm system will be wired for monitoring by an independent agency on a full time basis. Commercial buildings not addressed in the above shall be provided with a smoke alarm and wired for monitoring by an independent agency on a full time basis. All monitoring of smoke alarm and fire alarm systems are to be in compliance with applicable National Fire Protection Agency and Ontario Building Code requirements. In all of the above items, participation in the Town's lock box program is required. The Developer and Town will prepare an emergency plan for fire protection within 3 months of the passing of this Agreement. The plan will be authorized by a municipal by-law passed by the Corporation and reviewed on an annual basis.

(x) The Developer is responsible for providing access to and from the Island for all residents and/or property owners on Boblo Island. Access for the Town is required for administrative purposes, maintenance, emergency, police, fire personnel and their equipment whenever required. The Agreement also sets out in detail the provision of access to the mainland and back for all school children on the Island. Access to and from the island for all residents and/or property owners shall be provided from and to a municipal roadway or right of way on the Island and mainland.

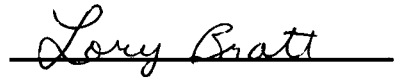
(xi) Schedule "A" provides the legal description of the subject lands. Schedule "B" provides a Definition of Terms. Schedule "C" sets out the Services Completed to Date, Existing Work and Improvements. Schedule "D" is the Design Criteria for future services.

- (xii) By-law 2006-30 addresses the outstanding issues and liabilities arising from the previous Development Agreement undertakings, work and taxes through a memorandum of understanding and agreement.

CONCLUSION:

This Comprehensive Agreement serves to consolidate existing agreements, sets out the services completed to date, existing works and improvements and provides an overview of Servicing design criteria for each phase which will require site specific development agreements.

All respectfully submitted for Council consideration.

A handwritten signature in cursive script, reading "Lory Bratt", is written over a horizontal line.

LB:sl

Properties

PIN 01569 - 0006 LT
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 - 0007 LT
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 - 0049 LT
Description PT BOIS BLANC ISLAND MALDEN PT48 12R14224; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0051 LT
Description PT BOIS BLANC ISLAND MALDEN PT 46 12R14224; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0055 LT
Description PT BOIS BLANC ISLAND MALDEN PARTS 43 & 106 12R14224; S/T R1343018, R1382349E; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0121 LT
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 - 0130 LT
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 - 0264 LT
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 - 0270 LT
Description PT BOIS BLANC ISLAND MALDEN; PT WATER LOT ADJOINING BOIS BLANC ISLAND MALDEN; PTS 63 TO 90 PL 12R14224, PTS 37 & 38 PL 12R15216 S/T R1355586; AMHERSTBURG; T/N AMENDED 2003/08/08 BY ANITA BARNES
Address AMHERSTBURG

PIN 01569 - 0271 LT
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 - 0031 LT
Description PT BOIS BLANC ISLAND MALDEN PT 22 12R14224; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0017 LT
Description PT BOIS BLANC ISLAND MALDEN PTS 3 & 4 12R17385; S/T R1343018, R1432460E; AMHERSTBURG
Address AMHERSTBURG

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

yyyy mm dd Page 2 of 32

Properties

PIN 01569 - 0084 LT

Description PT BOIS BLANC ISLAND MALDEN PT 18 TO 29 12R16141; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0085 LT

Description PT BOIS BLANC ISLAND MALDEN PT 15 TO 20 12R16134; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0090 LT

Description PT BOIS BLANC ISLAND MALDEN PT 1 12R16141; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0102 LT

Description PT BOIS BLANC ISLAND MALDEN PARTS 11 TO 22 12R16124 & PARTS 9 TO 12
12R16129; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0115 LT

Description PT BOIS BLANC ISLAND MALDEN PT 1, 2, 32 TO 36 12R15216, PT 1 12R15771, PT 1,2
12R16129 LYING EAST OF 12R15343, 12R15666, 12R16124, 12R16129; S/T R1343019;
AMHERSTBURG
Address AMHERSTBURG Redescription

PIN 01569 - 0144 LT

Description PT BOIS BLANC ISLAND MALDEN PT 1 TO 12 12R16134; S/T R1343019;
AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0275 LT

Description PT BOIS BLANC ISLAND MALDEN - PT 61 12R14224 / PT 1 12R15216 LYING N OF PT
31 12R16141 & W OF PT 9 12R16124 / PT 3 12R15166 / PT 3 12R15343 EXCEPT PTS
1 & 30 12R16141 & PTS 27 & 28 12R16124 & PTS 1-3 12R15667 ; AMHERSTBURG
Address AMHERSTBURG Redescription

PIN 01569 - 0291 LT

Description PT BOIS BLANC ISLAND (BOB-LO ISLAND) MALDEN DESIGNATED AS PT 4
12R20127 SAVE AND EXCEPT PT 7 12R22289; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0297 LT

Description PART OF BOIS BLANC ISLAND (BOB-LO ISLAND) MALDEN DESIGNATED AS PART 1
PL 12R22688; AMHERSTBURG
Address AMHERSTBURG

PIN 01569 - 0289 LT

Description PT BOIS BLANC ISLAND (BOB-LO ISLAND) MALDEN DESIGNATED AS PT 2
12R20127 SAVE AND EXCEPT PT 3 12R22289; AMHERSTBURG
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 271 Sandwich St. S.
Amherstburg, Ont.

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

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

Party To(s)	Capacity	Share
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N	9	BOBLO DEVELOPMENTS INC.
Address for Service		2155 Fassan Dr. Oldcastle, Ontario

I, DOMINIC AMICONE, PRESIDENT, 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	2006 09 19
Tel	519-258-0615			
Fax	5192586833			

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2		2006 09 19
Tel	519-258-0615		
Fax	5192586833		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : 23194

**BOBLO ISLAND
DEVELOPMENT AGREEMENT**

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this 27th day of March, 2006.

BETWEEN:

BOBLO DEVELOPMENTS INC.
hereinafter called "the Developer"

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG
hereinafter called "the Town"

OF THE SECOND PART;

RECITALS

WHEREAS the Developer is the registered owner, by virtue of a Vesting Order of Mr. Justice Quinn of the Ontario Superior Court of Justice, dated the 25th day of November, 2004 (the "**Vesting Order**"), and the *Agreement of Purchase and Sale* dated November 23rd, 2004 made between the Court Appointed Receiver and the Developer, of the lands being described in Schedule "A" annexed hereto (the "Lands"), which were vested in the Developer;

AND WHEREAS the Developer proposes the development, servicing and sale of the Lands in phases;

AND WHEREAS the Developer represents and warrants to the Town that, in accordance with the Vesting Order, the right and authority to complete the development of the Lands is vested in it;

AND WHEREAS the Developer and the Town agree that this Agreement shall replace all agreements approved for execution by By-laws 96-4 dated January 8th, 1996, pursuant to Section 50 of the Planning Act, R.S.O., 1990, c. P.13, as amended, By-law 96-11 dated April 25th, 1996, the Sanitary Sewage Agreement dated April 29th, 1996, and the Potable Water Agreement dated April 29th, 1996, By-law 96-46 dated November 25th, 1996, By-law 97-7 dated February 24th, 1997, By-law 97-9 dated April 9th, 1997, By-law 97-17 dated July 14th, 1997, By-law 97-26 dated October 27th, 1997, and By-law 97-27 dated November 17th, 1997;

AND WHEREAS the Developer and Town agree that By-law 96-23 being a by-law to authorize the execution of a site plan agreement pertaining to the commercial and marina areas of Boblo Island, By-law 2002-08 being a by-law to authorize the signing of a Development Agreement for the development of property for use as a condominium as amended by By-law 2005-95 and 2006-19, By-law 2002-20 being a by-law to authorize the signing of a Development Agreement for a swimming pool and By-law 2004-35 being a by-law to authorize the execution of an Agreement regarding access to and from the Island for certain lands will remain in full force and effect;

AND WHEREAS the Town has accepted the Services completed to date, Existing Work and Improvements as described in Schedule "C" annexed hereto;

AND WHEREAS the Town and the Minister of Municipal Affairs and Housing, or the County of Essex may be asked in the future to approve multiple plans of subdivision which approvals will be conditional upon the Developer agreeing in writing to satisfy all requirements, financial and otherwise, concerning the provision of roads,

installation of Services, drainage, the dedication and naming of streets, the granting of easements and parkland and other matters, which conditions will be incorporated by way of amendment to this Agreement.

NOW THEREFORE IN CONSIDERATION of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**

The foregoing Recitals are true in substance and in fact and are hereby incorporated herein by reference.

2. **Interpretation**

The meanings of various terms used within this Agreement are as indicated in the definitions contained with the attached Schedule "B".

3. **Installation of Services**

The Developer will design, construct and install Services at its own expense on the Lands in accordance with such design criteria, detailed plans and work schedules to be filed in the Office of the Clerk of the Town, with good materials, in a good, workmanlike and timely manner, in accordance with good and accepted engineering practices, and to the satisfaction of the Town, and in all cases the town engineer, acting reasonably.

4. **Certificate of Liability Insurance**

The Developer will provide to the Town, on or before the commencement of any construction and installation of any of the Services called for herein, a certificate of liability insurance satisfactory to the Town, naming the Town as an additional insured party. The insurance shall protect the Developer and the Town against any liability that might arise out of the construction or installation of any of the Services herein referred to, and the said Developer shall continue such insurance in full force and effect so long as any Services are to be constructed or installed, and for a period of two (2) years after completion and Final Acceptance of the last of such Services. The limits of liability for public liability and property damage coverage under such insurance shall not be less than \$5,000,000.00. Before commencement of the installation of the Services, the Developer's consulting engineer shall provide satisfactory evidence to the Town that the said consulting engineer maintains a policy of public liability insurance and errors and omissions insurance satisfactory to the Town, which policy is to be maintained in full force and effect until the Services are completed and formally accepted by the Town.

5. **Save and Hold Harmless**

The Developer covenants and agrees to save the Town harmless from any and all claims, demands, loss, costs, or damages, including legal costs on a substantial indemnity basis in any way arising from or related to the development and the proposed development thereof, arising or accruing to anyone up to two (2) years after the completion and Final Acceptance of the last of the Services in the development.

6. **Drawings and Tenders**

The Developer shall submit all plans, design drawings, grading plans and specification lists of the Services, all of which shall carry the seal of the professional engineer who is responsible for such design and be signed by him, to the Town for examination by the Town engineer. In the case of any Services to be constructed by contract, the Developer shall also submit to the Town a copy of each set of "information for tenders" documents and each proposed contract together with the names of the proposed contractors and subcontractors to be engaged. The Developer shall file with the Town work schedules for the construction and installation of all Services, whether by the Developer, the contractors, subcontractors or others. The Developer shall obtain the approval in writing of the Town to all of the foregoing, except the selection of contractors and subcontractors before granting any contract or commencing any work. The design criteria described in Schedule "D" hereto shall constitute the minimum conditions upon which tenders are made, contracts let, or work done. The Developer's consulting engineer or successor thereto, shall continue to be retained by the Developer until the works in each phase of the development are complete and formally accepted by the Town.

7. **Construction of Services by Contractors**

In case of construction of Services by contractors, the Developer shall comply with all of the holdback provisions of the Construction Lien Act. In the construction of all Services the Developer shall indemnify and save the Town harmless from any and all claims, actions and demands resulting from the construction and installation of Services.

8. **Inspection**

The Town, and its authorized agents, including the Town engineer, shall have the right at any time and from time to time to inspect all Services during and after construction and to inspect and test all materials proposed to be used in the construction of any of the Services. The reasonable costs of such inspections and tests shall be paid by the Developer within 15 days of written demand by the Town. If at any time, the construction of any Service or material is, in the opinion of the Town engineer, acting reasonably, not in accordance with the plans and specifications or not in accordance with good engineering practices or any of the provisions of this Agreement, the Town engineer may order the materials to be replaced or the work to be placed in satisfactory condition within such time as he may specify, and in the event of the Developer failing to comply or obtain compliance with such order, the Town engineer may stop work upon such services, or in his sole discretion upon all services. The Developer shall at all times provide all information requested by the Town, its authorized agents and the Town engineer in relation to the various materials and services and shall at any time at his expense expose any municipal service for inspection by the Town engineer. Notwithstanding the generality of the foregoing, the rights of the Town and its authorized agents including the Town engineer hereunder shall be limited to a period of one year after the initial acceptance of the last of the services within or required to facilitate the servicing of lots where such inspection, testing or other action is proposed.

9. **Approval for Commencement of Work**

No work on any phase shall commence without the approval of the Town and any work requiring the approval or consent of any other governmental authority shall not commence until such approval or consent has also been obtained. No watermain, sanitary sewer, storm sewer or hydro line shall be connected to any existing municipal services without the written approval of whichever of the Town or the approval of the authority which has jurisdiction over such municipal system.

10. **Work Schedule/Quality of Work**

The Developer will prepare and submit to the Town, plans for the installation of Services for each phase of the development and will request a pre-construction meeting with the Town and its consultants in order to establish a work schedule acceptable to the Town and shall proceed with reasonable development procedures and in accordance with such work schedule. Subject to Force Majeure, if the Developer fails to proceed with reasonable development procedures and in accordance with the accepted work schedule or if in the opinion of the Town engineer, fails or neglects to proceed with reasonable development procedures and accordance with an accepted work schedule or if the opinion of the Town engineer the Services are not being installed in accordance with the drawings, or specifications approved therefor, or in accordance with good engineering practices in a good, workmanlike manner, using good materials, then the Town shall give the Developer thirty (30) days to Cure any default following which and in addition to any other remedy the Town may have, the Town may, without further notice, enter upon the lands of the Developer and proceed to supply all materials and do all necessary work in connection with the installation of the Services, including the repair or reconstruction of faulty work, and replacement of materials not in accordance with the drawings or specifications and the Town shall charge the cost thereof, including all engineering and other fees to the Developer, who shall forthwith pay the same within thirty (30) days of a written demand therefor by the Town. In the event that the payment is not received within thirty (30) days of the written demand by the Town, the amount expended shall constitute and be a lien and charge upon the lands of the Developer and may be collected as real property taxes in accordance with the Municipal Act as amended from time to time.

11. **Developer's Responsibilities Until Final Acceptance**

Until such time as the Town has finally accepted each of the Services for a particular phase including roadways herein referred to, the Developer shall be responsible therefor. The responsibility of the Developer prior to Final Acceptance by the Town shall include liability for all types of maintenance in connection therewith. If the Developer should, in the opinion of the Town or of its agents or employees, fail to maintain any Service including roadways prior to Final Acceptance by the Town, the Town may, without notice in case of emergency, or in any other case on thirty (30) days notice if such default is not Cured by the Developer during the thirty (30) day notice, maintain the same, but in so doing, the Town shall for all purposes be deemed to have acted as agent for the Developer, without in any way being deemed to have finally accepted such Service, or to have incurred any liability for future maintenance, and the Town shall be entitled to a reimbursement for the cost of any such maintenance, within thirty (30) days of written demand therefor, and the Town shall further be relieved of liability for damages caused unintentionally, in the course of such maintenance. Snow removal, salting or sanding by the Town shall not constitute acceptance of the roads by maintenance thereof. The Developer shall also be responsible for the

cleaning and flushing of sewers throughout the development until such time as the maintenance period for the construction of the Services has expired. The Town shall have the right to inspect the said sewers from time to time and, if deemed necessary, may require the Developer to clean and flush same immediately, and the Developer hereby agrees to perform such cleaning and flushing on demand to the entire satisfaction of the Town.

12.(a) **Building Permits**

The Developer covenants and agrees, on behalf of itself and its successors in title to any lot, not to apply for any building permit for the construction of any building on any lots covered by this Agreement until:

- (i) all of the Services relating to the lot for which a permit is being sought have been installed and initially accepted by the Town with the exception of the final asphalt surface course of the roadway;
- (ii) Notwithstanding the provisions of the Town's Development Manual which permits a maximum of four model homes or ten percent of the total dwelling units, whichever is the lesser, the Developer will be allowed to construct a maximum of 10 model homes of various styles subject to meeting all other requirements of the Development Manual.

12.(b) **Tree Provisions/Mailbox Requirements**

The Developer shall;

- (i) **Tree Provision**
As per the Development Manual or as otherwise approved by the Town.
- (ii) **Community Mailboxes**
In consultation with Canada Post and the Town identify the location for all community mailboxes.

12.(c) **Landscaping Requirements**

- (i) **Front and Sideyards**
The front lawn and exterior side yard of each lot shall be sodded, seeded or otherwise landscaped within six months of the construction of a dwelling thereon, and such sodding, seeding or landscaping shall be continued over the unpaved portion of the road allowance, including any lands between a sidewalk and the road, to the back of the curb and gutter in front of such lot. Such sodding, seeding or landscaping shall be maintained in perpetuity. The Developer shall impose a covenant to this effect in the transfer of each lot conveyed by it.

12.(d) **Registration Requirements**

The Developer covenants and agrees to cause the local Land Registrar to register, immediately after registration of the proposed plan of subdivision, as annexed to each lot in the proposed plan of subdivision, a condition of restriction running with the lands, that such lot is not to be built upon unless the provisions of paragraph 12 of this agreement, limiting entitlement to building permits has been complied with.

13. **Financial Security**

The Developer will provide to the Town, before the commencement of any construction or installation of any service, a labour and materials payment bond, in all respects satisfactory to the Town, covering the proposed Services, and irrevocable letters of credit, or a performance and maintenance bond, or Province of Ontario or Government of Canada securities, satisfactory to the Town, in an amount equal to 100% of the value set by the Town for all Services to guarantee satisfactory installation of all Services. If the provision of Services to the lots requires the construction or installation of any services outside the subdivision, the foregoing provisions as to the labour and materials payment bond and of security equal to 100% of the value for services shall extend to and be required in connection with any service extending outside.

14. **Maintenance Security**

The Developer shall provide to the Town irrevocable letters of credit, or a performance and maintenance bond, or Province of Ontario or Government of Canada securities, satisfactory to the Town in an amount equal to 50% of the value set by the Town upon initial acceptance thereof, for all services within or extending outside of the subdivision but required to facilitate the servicing of lots within the subdivision, for a period of one year after completion and initial acceptance by the Town of the last service provided.

15. **Iron Bars**

The Developer will file with the Town a surveyor's certificate dated within thirty (30) days before the application for initial acceptance by the Town of asphalt surfacing on roadways, to the effect that all Standard Iron Bars shown upon any future Plan of Subdivision have been located or replaced.

16. **Staking of Bars Prior to Construction**

Before the sale of any lot or the issue of any building permit within the subdivision the Developer shall stake to the satisfaction of the Town engineer, the locations of all Standard Iron Bars, and shall maintain such staking to the satisfaction of the Town, its respective servants and agents and the Town engineer, in relation to each lot until the dwelling foundation is installed and all Services to the proposed dwelling have been provided. The Developer will provide to the Town engineer on request, and to any proposed builder, all usual information as to grades and levels for each lot within the subdivision.

17. **Developer's Responsibilities in Regard to Damages**

The Developer shall repair forthwith, at their own expense, any damage done by the Developer, their servants, agents, contractors or sub-contractors to any land or property of the Town during the course of or arising in any way out of the construction or installation of the works required under this Agreement. Any and all restoration of any land or property of the Town shall be completed within six (6) months of the completion of construction and installation of the services required by the terms of this Agreement and shall be equal to or better than the pre-construction condition, all of which shall be determined at the sole discretion of the Town Engineer.

18.(a) **Stormwater Management**

The development of the subdivision requires special measures to deal with stormwater management. This will include preparation of an engineer's stormwater management report addressing stormwater quantity as well as stormwater quality of each phase. The Developer will also be required to:

- (i) conduct regular inspections every two weeks and after each sizeable storm vent of all sediment and erosion control measures incorporated into this plan of subdivision.
- (ii) maintain an inspection log which shall be made available for review by the municipality and the Ministry of Environment and Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of inspections and the rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until the assumption of services by the municipality or until site construction conditions warrant cessation of the visits.
- (iii) obtain statutory approval under the Ontario Water Resources Act for the stormwater management works associated with a plan of subdivision.

18.(b) For all of the works pertaining to the stormwater management system, the Developer shall provide design drawings, specification lists, tender documents, work schedules, all approvals, and security for due completion in the same manner as for services in the subdivision.

18.(c) Under Section 46 of the Environmental Protection Act, a Section 46 Approval may be required from the Minister of the Environment if future site investigations establish that waste is deposited within the boundaries of this subdivision. The Developer therefore agrees to comply with all conditions and/or restrictions which may be imposed by the Minister of the Environment involving the results of soil, groundwater or atmosphere testing with respect to this subdivision.

19. **Additional Work**

If at any time prior to final acceptance of the last of the services by the Town it is of the Town's reasonable opinion that additional works are proven necessary to provide adequately any of the public services specified in the schedules hereto, which were not reasonably foreseeable at the date of this Agreement then the Developer shall construct, install or perform such additional work at the request of the Town provided that, if the Developer disagrees that such additional works are necessary, the question shall be resolved by a single arbitrator if the parties can agree on one, otherwise by a panel of three arbitrators proceeding under The Arbitrations Act.

20. **Grading of Topsoil**

The Developer covenants and agrees that topsoil excavated for roadways shall be left and leveled within the development, except as provided in paragraph 21 hereof. Any topsoil that is stockpiled shall be neat and sloped in such a manner that weed cutting can be carried out with mechanical equipment by the Developer to the satisfaction of the Town.

21. **Grading/Dumping/Removal of Material**

The Developer shall carry out all grading of all Lands, in accordance with the grading plans to be filed in the Office of the Clerk of the Town of Amherstburg, and shall forthwith carry out temporary or permanent drainage work that the Town engineer may certify to be necessary to eliminate ponding erosion, channeling of underground water or other drainage problems. The Developer shall neither dump nor permit to be dumped any fill or debris, or remove or permit the removal of any soil or fill from any of the Lands to be developed without the written consent of the Town engineer. In seeking consent of the Town engineer to the removal of topsoil the Developer shall establish that when final grades are established for all of the lots and blocks within the development there will be topsoil to a depth of at least four (4) inches over the entire area not covered by buildings, roadways and driveways.

22. **Rear Yard Drainage**

Rear lot drainage shall be installed on each lot, in connection with the construction of a dwelling thereon, and shall be connected to the storm sewer system. The specifications, design and installation of such rear yard drainage shall be acceptable to, and subject to the approval of the Town engineer. On an application for a building permit on any lot within the Lands to be developed, the builder shall produce a plan or sketch satisfactory to the Chief Building Official of the proposed rear yard drainage which design shall be in accordance with the Building Code. The installation of such rear yard drainage shall be subject to the same inspections as foundation drains and the Chief Building Official may issue work orders to stop work orders in relation thereto.

23. **Municipal Numbers**

The Developer shall ascertain from the Town the appropriate municipal numbers for each lot, and shall provide such numbers to prospective purchasers, builders and lenders.

24. **Initial Acceptance of Services**

The Developer shall apply for initial acceptance of each individual Service in each phase by filing with the Town a certificate under the hand and seal of its project engineer that the construction and/or installation of such Services in each phase has been completed in accordance with the design criteria and the plans and specifications therefor approved and filed by the Town before construction, and by filing as-built drawings of such Service, and a certificate of payment therefor and of compliance with the Construction Lien Act. The Town and its authorized agents, including the Town engineer, shall carry out such inspection as they deem necessary, and such Service shall be deemed to have received Interim Acceptance after the Town engineer certifying that such Service has been completed in accordance with this Agreement, providing that all the covenants of this Agreement have been complied with to the date of such certificate. After Interim Acceptance and after maintenance securities or bonds have been filed, the performance bond or security in lieu thereof relating to such Service shall be released.

25. **Final Acceptance of Services**

- (a) The Town shall have granted Final Acceptance of the Services in each phase upon the Town engineer and the Town being satisfied that all covenants under this Agreement have been fully complied with and all repairs and replacement required during the maintenance period have been carried out within such phase, and then authorizing release of the maintenance securities or bonds. Immediately prior to requesting Final Acceptance of the Services, the Developer shall flush clean and camera inspect the sanitary and storm sewer system. The Developer's consulting engineer shall certify that the Services have been inspected and the camera inspection has been reviewed, and that there are no sumps, cracks, blockages or other deficiencies within the system to the entire satisfaction of the Town.
- (b) The Town and the Developer acknowledge that the sewage treatment plant which presently serves the existing residential development on the island was accepted by the Municipality on October 1, 1998 and which the Developer has agreed to maintain for a period of seven (7) years from the date of acceptance of the said service by the Municipality and the parties agree that the said maintenance period shall expire on October 1, 2005, the Developer agrees therefore that in the event the Developer fails to complete repairs and maintenance of the said sewage treatment plant works for which it has maintenance responsibility, after reasonable notice and an opportunity to complete the said repairs, fails to do so, the Municipality may, at its option, perform such work at the cost and expense of the Developer and in the event that the Developer fails to reimburse the Municipality within forty-five (45) days, the amount expended shall constitute and be a lien and charge upon the lands of the Developer and may be collected as real property taxes in accordance with the Municipal Act of Ontario, as amended from time to time, unless otherwise directed by Council.

26. **Town's Fees**

The Developer undertakes, covenants and agrees to pay any planning, engineering, legal, auditing or other fees or disbursements incurred by the Town relating in any way to the proposed subdivision, or the servicing thereof, or to this agreement, including negotiations and preparations prior to its execution and including the entire fees and disbursements of the Town engineer when acting pursuant to the terms of this agreement, and any clerical or administrative expense of the Town relating in any way to or arising from this agreement, forthwith upon being invoiced therefor. The Developer agrees to deposit with the Town on or before the execution of this agreement, the sum of \$2,000.00 to be applied against such fees as may be incurred from time to time, with such deposit to be renewed from time to time as used up, when requested by the Town, any unused balance to be returned to the Developer without interest, on the expiry of the maintenance period.

27. **Reserves for Public Highways – Conveyances to Town**

The Developer covenants and agrees to convey to the Town, at the time of registration of the proposed plan of subdivision 0.30 metre reserves extending across the open end of the adjoining public roadways. Upon final acceptance of all of the services except the final asphalt course of any roadway, for which ingress and egress to and from the lots therein would be by passage over one or more of such 0.30 metre reserves, the Town will by by-law dedicate such reserve or reserves as a public highway. Until such dedication the Developer and those claiming under it shall have a mere licence to pass over such reserve or reserves

subject to revocation of any time upon the Town deeming that any of the covenants and agreement of the Developer herein have not been fulfilled.

28. **Registration of Agreement**

The Developer covenants and agrees to cause the Local Land Registrar to register notice of this agreement against all of the lands affected hereby, immediately after registration of the proposed subdivision, and to obtain acknowledgement, consent and postponement agreements, from any and all encumbrances registered prior to registration of such notice.

29. **Development Charges**

- (a) The Developer acknowledges that the Lands are subject to the Town's Development Charges By-law which establishes development charges for residential development in the Town. The Developer further acknowledges that the by-law provides for an annual inflationary adjustment in accordance with Section 3(4)(a) of the Development Charges Act, and that the above noted figure may change annually. The said development charge shall be paid prior to the issuance of a building permit for each lot. The Developer undertakes and agrees to provide that all Offers of Purchase and Sale include information that satisfies Subsection 59(4) of the Development Charges Act.
- (b) Notwithstanding Section 29(a) above, the Town and the Developer acknowledge that one hundred and forty five (145) dwelling units are exempt from payment of Development Charges. On the date of signing of this Development Agreement the Town and the Developer acknowledge that of the one hundred and forty five (145) exempt dwelling units, one hundred (100) dwelling units have already been exempt from payment.

30. **Town Engineer**

Throughout this Agreement the term "Town engineer" shall mean the professional engineer or firm of professional engineers retained by the Town to carry out the duties referred to in this Agreement. Notwithstanding the above, the Town may agree to the use of a single engineering firm. However, should any dispute arise as a result of this Agreement, the selected engineering firm shall be responsible to the Town, and the Developer shall be required to retain its own professional engineer.

31. **Use of General Terms**

Throughout this Agreement the singular shall be deemed to include the plural, and the masculine, feminine and neuter genders shall be interchangeable as the context and applicable situations may require.

32. **Enforcement of Agreement**

The Developer will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Town to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial

of such right. If any provision of this agreement shall be found to be or deemed illegal or invalid, the remainder of the agreement shall not be affected thereby.

33. **No Waiver of Rights**

No indulgence or forbearance by the Town shall be deemed to constitute a waiver by the other of its rights to insist on performance in a full and timely manner of all the covenants contained herein, and any such waiver, in order to be binding, shall be in writing and duly authorized by the Town Council. No such waiver of any provisions, conditions or covenants shall be deemed to be a waiver of the right to later require full and timely compliance with the same terms, conditions or covenants, or with any other terms, covenants or conditions of this Agreement at any time.

34. **Parkland Dedication**

In satisfaction of the requirements of the Planning Act, R.S.O. 1990 that the owner convey up to 5% of the Land to the Town for park purposes, or cash-in-lieu thereof, the Developer agrees to either gratuitously convey to the Town, in fee simple and without encumbrances, lands for park purposes in accordance with the provisions of the Planning Act, R.S.O. 1990 or the Developer shall submit to the Town a sum which is equivalent to 5% of the value of the said lands. Such value shall be established by a certified Ontario Land Appraiser and shall be due prior to the issuance of a building permit. Parkland dedication or cash in lieu of parkland may be accepted by the Town on a phase by phase basis as the development progresses.

35. **Schools**

In accordance with the requirements of the Greater Essex County District School Board and the Windsor Essex Catholic District School Board, the Developer is required to place notice on title for purchasers of the lots to be aware that students may not be able to attend the closest school and could be bused to a distant school with available capacity.

36. **Sidewalks**

Sidewalks are to be installed in accordance with the Town's Development Manual or as otherwise approved by the Town for each phase of the development.

37. **Streetlights**

The Developer shall install streetlights in accordance with the present design standards and the Town's Development Manual, all to be approved by the Town of Amherstburg.

38. **Street Signs**

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with present standards and satisfactory to the Town.

39. **Phasing**

The Developer acknowledges that the development is currently within the Boblo Island Sanitary Sewage Treatment Plant Service Area (BISSTP). The Developer

acknowledges that the existing plant has limited capacity and, as noted in Clause 29 to this agreement, use of the BISSTP is limited to a maximum of 145 units before Development Charges and possibly alternative servicing solutions will need to occur.

The Developer also acknowledges that the Town is currently undertaking an Environmental Study Report (Study) regarding the long term provisions of sanitary sewage treatment in the Town of Amherstburg which includes the Land which is subject to this agreement. The Study is assessing servicing options including whether or not the sanitary sewage service area of the Amherstburg Sanitary Sewage Treatment Plant should be expanded to include Boblo Island and the Lands on the Island proposed for development and/or whether or not the BISSTP should be expanded or upgraded to accommodate development.

On the completion of the Study, should the Developer wish to advance the timing of a specific project, recommended by the study and approved by the Town, through the use of upfront funding by the Developer, the Town will permit the Developer to finance the project and will allow the Developer to draw down the sanitary waste water treatment portion of the Development charges fees collected by the Town for the Lands. In accordance with Clause 29 of this agreement Development Charges do not apply to the 145 units previously exempt by an earlier agreement and will not therefore apply to this condition.

Once the Study is complete and the servicing techniques recommended are approved by the Town, both the Town and Developer acknowledge that the Phasing and amount of development permitted on the Land will be reassessed and this Agreement amended.

40. **Easements and Agreement for Maintenance of Rear Yard Drainage**

The Developer covenants and agrees to cause to be registered on title easements for purposes of access to the rear yards of the interior units or any town homes to be constructed and maintenance of the rear yard drainage systems. A maintenance agreement setting out cost sharing and maintenance provisions satisfactory to the Town engineer shall be registered on title.

41. **Easements**

The Developer shall convey to the Town or any utility company, upon demand, without cost and free of encumbrances, any and all easements as may be required by the Town in, through, over or under the lands in the development as may be required for drainage purposes, sewerage systems, gas lines, watermains, hydro, cable television, telephone lines or other Town purposes.

42. **Record of Site Condition**

In those instances where the Town Engineer has reason to be concerned that the Land may be considered a Contaminated Site in accordance with the Ministry of the Environment's Guideline for Use at Contaminated Sites in Ontario, revised February, 1997 or its successor document, the Developer shall provide the Town with a "Record of Site Condition" report prepared by a qualified consultant to ensure the property is suitable or has been made suitable for the intended use.

43. **Fire Protection Requirements**

(a) **Dwelling Units in Buildings Not Requiring Fire Alarm Systems**

In addition to the regulations of the Ontario Building Code and Fire Code and the requirements to install smoke alarms in each dwelling unit the Developer agrees that said smoke alarms will be wired for monitoring by an independent agency on a full time basis. Participation in the Town's lock box program will also be required. Provisions to this effect shall be contained in every agreement for sale and the Developer shall impose a covenant to this effect in the transfer of each lot conveyed by it which will run with the title of the property in perpetuity; and

(b) **Dwelling Units in Buildings Requiring Fire Alarm Systems**

In addition to the regulations of the Ontario Building Code and Fire Code to install fire alarm systems in buildings requiring fire alarm systems the Developer agrees that the said fire alarm system will be wired for monitoring by an independent agency on a full time basis. Participation in the Town's lock box program will also be required. Provisions to this effect shall be contained in every agreement for sale and the Developer shall impose a covenant to this effect which will run with the title of the property in perpetuity; and

(c) **Commercial Buildings**

The Developer agrees that commercial buildings not addressed under subsection (b) of this section shall be provided with a smoke alarm. The smoke alarm will be wired for monitoring by an independent agency on a full time basis. Participation in the Town's lock box program will also be required. Provisions to this effect shall be contained in every agreement for sale and the Developer shall impose a covenant to this effect which will run with the title of the property in perpetuity; and

(d) **NFPA and OBC Requirements**

All monitoring of smoke alarm and fire alarm systems are to be in compliance with applicable National Fire Protection Agency (NFPA) and Ontario Building Code (OBC) requirements; and

(e) **Emergency Plan**

The Developer and Town will prepare an emergency plan for fire protection satisfactory to the Fire Chief and Town within three (3) months of the passing of this Agreement. This plan will be authorized by a municipal by-law passed by the Corporation and reviewed on an annual basis.

44. **Access To and From the Island**

Access to and from Bois Blanc Island (Boblo Island) for all residents and/or property owners on Bois Blanc Island (Boblo Island) is the sole responsibility of the Developer. The Town is not responsible in any way for access to or from Bois Blanc Island (Boblo Island). 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. The Developer shall provide access to the Mainland and back for all school children on Bois Blanc Island (Boblo Island) to a

bus stop on the Mainland designated by the local school boards. A provision outlining the above specification shall be contained in every agreement and in every deed between the Developer and a purchaser of any one or more of the lots in the development. The Developer shall provide access to and from Bois Blanc Island (Boblo Island) for all residents and/or property owners on Bois Blanc Island (Boblo Island) from and to a municipal roadway or right of way on the Island and Mainland. 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 (Boblo Island) and on the Mainland. These requirements for access shall apply for all residents and/or property owners of Bois Blanc Island (Boblo Island) upon such terms and conditions as are agreeable between the Developer and the residents and/or property owners.

45. **Archeological Assessments**

The Town will recognize archeological assessments that have been completed for the subject property and have received clearance from the Ministry of Culture.

46. **Cure Period**

Throughout this Agreement, where reference is made to the Town undertaking works on behalf of the Developer because of default or some other reason, it is agreed that the Developer will be given thirty (30) days to Cure any such deficiency, default or other problem or commence to Cure default and proceed diligently to remedy same prior to the Town undertaking the required works unless such deficiency, default or other problem is deemed to be an emergency.

47. **Notice**

- (a) Any notice, direction or other instrument required or permitted to be given by any party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first-class mail or transmitted by telecopier or other form of electronic communication during transmission of which no indication of failure or receipt is communicated to the sender:

In the case of notice to the Developer:

c/o Amico Contracting & Engineering (1992) Inc.
2155 Fasan Drive
WINDSOR, ON N0R 1L0
Attention: D. Amicone
Fax: (519) 737-1929

with a copy to:

Miller, Canfield, Paddock and Stone, LLP
Barristers and Solicitors
300-443Ouellette Avenue
WINDSOR, ON N9A 6R4
Attention: J. Slopen
Fax: (519) 977-1566

In the case of notice to the Town:

271 Sandwich Street South
P.O. Box 159
AMHERSTBURG, ON N9V 2Z3

Attention: The Clerk Planning Coordinator
Fax: (519) 736-5403 Fax: (519) 736-9859

Manger of Public Services
Fax: (519) 736-7080

- (b) Any such notice, direction or other instrument if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five (5) days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by telecopier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, telex, telecopier or other form of electronic communication is interrupted by strike, slowdown, Force Majeure, or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

48. **Agreement Binding on Parties**

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

IN WITNESS WHEREOF the Town has hereunto affixed their seals attested by the signatures of their proper signing officers and the Developer has hereunto affixed its seal attested by the signature of its proper signing officer in that regard.

BOBLO DEVELOPMENTS INC.



Dominic Amicone, President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor



Clerk

SCHEDULE "A"

REAL PROPERTY DESCRIPTION

PIN: 01569-0289 (LT)
DESCRIPTION: Part of Bois Blanc Island (Bob-Lo Island), Amherstburg; Part 2, Plan 12R20127, save and except Part 3, Plan 12R22289

PIN: 01569-0006 (LT)
DESCRIPTION: Part Bois Blanc Island (Bob-Lo Island) & Part water lot adjoining thereto (CLS 58410), Geographic Township of Malden, Now in the Town of Amherstburg, County of Essex, Designated as Parts 1 to 6 inclusive, Plan 12R16059, Excepting Parts 10, 11 & 12, Plan 12R16260, Parts 1 & 2, Plan 12R16199 & Part 1, Plan 12R16226, Subject to Easement over Part 2, Plan 12R16059 as in No. R1372165, Subject to Easement over Parts 13 & 14, Plan 12R16260 as in LT236525, Subject to the Navigable Waters Protection Act, over Part 5, Plan 12R16059 as in No. R261597.

PIN: 01569-0007 (LT)
DESCRIPTION: Part Bois Blanc Island (Bob-Lo Island), Part water lot adjoining thereto (CLS 58410), Geographic Township of Malden, Now in the Town of Amherstburg, County of Essex, Designated as Parts 10, 11 & 12, Plan 12R16260, Parts 1 & 2, Plan 12R16199, Part 1, Plan 12R16226, Subject to Easement over Part 12, Plan 12R16260 as in LT236525.

PIN: 01569-0049 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 48, 12R14224; Amherstburg

PIN: 01569-0051 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 46, 12R14224; Amherstburg

PIN: 01569-0055 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Parts 43 & 106, 12R14224, Subject to R1343018, R1382349E; Amherstburg

PIN: 01569-0121 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part water lot adjoining Bois Blanc Island Malden, Part 15, 12R14574, Parts 8 & 28, 12R15216, Part 20, 12R16149, Subject to the interest of the Crown, Subject to R1343019; Amherstburg

PIN: 01569-0130 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part water lot adjoining Bois Blanc Island Malden, Part 1 to 9, 12R16260, Subject to the interest of the Crown, Subject to R1438082; Amherstburg

PIN: 01569-0291 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 4, Plan 12R20127, Amherstburg, save and except Part 7, Plan 12R22289

PIN: 01569-0297 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 1, Plan 12R22688, Amherstburg

PIN: 01569-0264 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Parts 27 to 53 inclusive & Part 55, Plan 12R16199, Parts 2 to 14 inclusive, Plan 12R16226; Amherstburg

PIN: 01569-0270 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part water lot adjoining Bois Blanc Island Malden, Parts 63 to 90, Plan 12R14224, Parts 37 & 38, Plan 12R15216, Subject to R1355586; Amherstburg: T/N Amended 2003/08/08 by Anita Barnes

PIN: 01569-0271 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part water lot adjoining Bois Blanc Island Malden, Parts 1 & 2, Plan 12R15365 and as in R1354629; Amherstburg

PIN: 01569-0031 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 22, 12R14224; Amherstburg

PIN: 01569-0017 (LT) 12R-17385
DESCRIPTION: Part Bois Blanc Island Malden, Parts 3 & 4, ~~12R15385~~, Subject to R1343018, R1432460E; Amherstburg

PIN: 01569-0084 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Parts 18 to 29, 12R16141; Amherstburg

PIN: 01569-0085 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 15 to 20, 12R16134; Amherstburg

PIN: 01569-0090 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 1, 12R16141; Amherstburg

PIN: 01569-0102 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Parts 11 to 22, 12R16124 & Parts 9 to 12, 12R16129; Amherstburg

PIN: 01569-0115 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Parts 1, 2, 32 to 36, 12R15216, Part 1, 12R15771, Part 1 & 2, 12R16129 lying East of 12R15343, 12R15666, 12R16124, 12R16129, Subject to R1343019; Amherstburg

PIN: 01569-0144 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Parts 1 to 12, 12R16134, Subject to R1343019; Amherstburg

PIN: 01569-0275 (LT)
DESCRIPTION: Part Bois Blanc Island Malden, Part 61, 12R14224, part 1, 12R15216 lying North of Part 31, 12R16141 & West of Part 9, 12R16124, Part 3, 12R15166, Part 3, 12R15343 Except Parts 1 & 30, 12R16141 & Parts 27 & 28, 12R16124 & Parts 1 to 3, 12R15667; Amherstburg

PIN: 01569-0294 (R)
DESCRIPTION: Part Bois Blanc Island and Part of Water lot adjoining Part of Bois Blanc Island, Malden, designated as Parts 1 to 5, inclusive, and Parts 42 to 50 inclusive on Plan 12R-16226, save and except Part 11 on 12R16149 all in the Town of Amherstburg, County of Essex

FIRSTLY

PIN: Part of PIN 01569-0087
DESCRIPTION: Part of Bois Blanc Island, being Parts 1, 2, 3 & 11 on 12R15216, lying South of Whitewood Ridge Boulevard and West of 12R16129, Except Parts 5 to 14 on 12R15373, Parts 1 to 21 on 12R16134 and Parts 18 to 29 on 12R16141; being Part of the PIN;

SECONDLY

PIN: Part of PIN 01569-0082
DESCRIPTION: Part of Bois Blanc Island, being Parts 15 & 16 on Plan 12R16129; being Part of the PIN 01569-0082;

THIRDLY

PIN: Part of PIN 01569-0013 (R)
DESCRIPTION: Part Bois Blanc Island, Being Parts 19 to 22 on 12R16129; being Part of the PIN

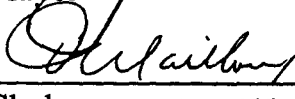
All in the Town of Amherstburg (formerly Malden), County of Essex


BOBLO DEVELOPMENTS INC.

Dominic Amicone, President

THE CORPORATION OF THE
TOWN OF AMHERSTBURG


Mayor Wayne Hurst


Clerk David Mailloux

SCHEDULE "B"

DEFINITION OF TERMS

The following definitions shall apply in the interpretation of this Agreement:

"Cure" means that the Developer has commenced the works required to address the Event of Default that has been identified and for which notice in accordance with this Agreement has been provided and is proceeding diligently to remedy any deficiency or default.

"Existing Works" means all roadways, boulevards, storm sewers, sanitary sewers, water mains, water treatment facilities, wastewater treatment facilities and infrastructure installed within the Town-owned rights-of-way, specifically Gold Coast Drive, Crystal Bay Drive, Boblo Island Boulevard, Red Oak Crescent, Whitewood Ridge Boulevard and Hickory View Court and all easements and/or properties conveyed to the Town for utility purposes.

"Event of Default" means if the Developer fails in the performance of an obligation under this Agreement, and the Town issues a notice of such failure or default and a demand for performance, observance or compliance has been given. In such cases, the Town must allow the Developer a minimum of thirty (30) days to Cure the default (Cure as defined herein) unless such default is determined to be an emergency by the Town in which case a minimum less than thirty (30) days can be established for the Developer to Cure the default.

"Final Acceptance" means the date, commencing no sooner than the expiry of the maintenance period wherein the Developer's Consulting Engineer has provided a declaration to the Town confirming that the works and Services have been completed in accordance with the terms of this Agreement and the Town engineer formally accepts the Services in writing.

"Force Majeure" means and includes acts of God, terrorist attacks, weather conditions, labour disputes, shortage of labour and materials and any happening, condition or thing beyond the control of a person which could not reasonably have been anticipated and avoided by such person which delays or prevents such person from performing any of its obligations hereunder, financial inability excepted.

"Improvements" means modifications to the Town-owned infrastructure that may be reasonably required from time to time.

"Indemnifiers" means jointly and severally.

"Interim Acceptance" means when Services are placed on maintenance by the Town.

"Lands" means those lands as described in Schedule "A" attached hereto.

"Master Plan" means the Boblo Island Master Plan dated March 2005 and prepared by JJR / Smith Group, as amended from time to time.


"Plan of Subdivision" means a registered plan of the lands where new, separate parcels of land have been created and can be legally used for the sale of lots.

"Services" means the storm sewers, sanitary sewers, waterlines, roads, curbs and hydro services, including those components of infrastructure described in Schedule "D".

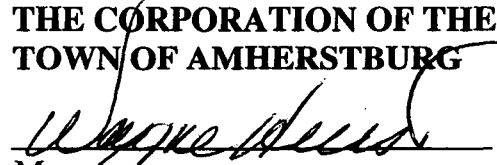
“Substantial Performance” means the date that the Developer’s Consulting Engineer has provided a declaration to the Town confirming that the works are ready for use or are being used for the purposes intended.

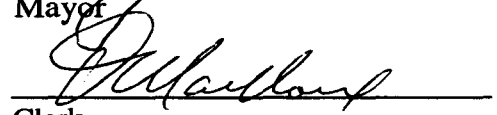
“Town’s Infrastructure Work” means the infrastructure work being undertaken by or on behalf of the Town to the portions of the Lands not designated for private development.

“Vesting Order” means the Court Order made by Justice Quinn of the Ontario Superior Court of Justice dated the 25th day of November, 2004.


BOBLO DEVELOPMENTS INC.

Dominic Amicone, President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**


Mayor


Clerk

SCHEDULE "C"

SERVICES COMPLETED TO DATE, EXISTING WORK AND IMPROVEMENTS

The services completed to date along with existing work and improvements that have been accepted by the Town generally include the following:

- The municipal roads (to base asphalt only) and services, including the installation of storm and sanitary sewers, water mains and electrical distribution, for Boblo Island Development Phase 1 (Hanna, Ghobrial & Spencer Ltd. File No. C95-253 as-builts dated 25 April 1996), including 52 single family lots on Crystal Bay Drive (Gold Coast Drive to Boblo Island Drive).
- The municipal roads (to base asphalt only) and services, including the installation of storm and sanitary sewers, water mains and electrical distribution, for Boblo Island Development Phase 2 (Hanna, Ghobrial & Spencer Ltd. File No. C96-363 as-builts dated 8 January 1998), including single family lots and semi-detached units on Boblo Island Drive, Deer Ridge Court and Gold Coast Drive.
- All external services including storm sewer outfalls and sanitary and water main system connections to the sewage and water treatment plants, respectively included in the above described works.


BOBLO DEVELOPMENTS INC.

Dominic Amicone, President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor



Clerk

SCHEDULE "D"

DESIGN CRITERIA FOR FUTURE SERVICES

Storm and sanitary sewers, water mains, curbs and gutters, sidewalks, street lighting and electric service connections shall be constructed in accordance with plans and specifications prepared by a professional engineer, registered to practice in the Province of Ontario, and acceptable to the Town of Amherstburg. Criteria upon which these services are to be designed, are as described in this schedule.

1.0 Storm Drainage

- (a) The Developer agrees to prepare a storm water management plan for the entire subject property. The plan shall address storm water quality.
- (b) Storm sewers, together with catch water basins shall be installed in all streets in the development in accordance with the approved engineering drawings and as approved by the Ministry of the Environment and Energy, the Essex Region Conservation Authority and the Town. A copy of the design calculations shall be submitted to the Town.
- (c) Private service connections from the storm sewers to the front property line of each building lot shall be provided and the Developer shall install one private service connection for each lot. The minimum size of service connections shall be 6" diameter. Private storm service connections and clean-outs shall not be constructed under future driveways.
- (d) Storm sewers shall be designed in accordance with the following criteria:
 - i. Design Method Rational Formula
 - ii. Design Frequency 1:5 year Windsor AES
 - iii. Runoff Coefficient 0.35 for residential
 - iv. Minimum Pipe Size 300 mm.
 - v. Manning Coefficient 0.013
 - vi. Minimum Velocity 0.76 m/sec.
 - vii. Private Drain Connection 150 mm. dia.
 - viii. Minimum Cover 1.2 m. to top of pipe
 - ix. Maximum Manhole Spacing as per M.O.E. guidelines
 - x. Pipe Material less than 450 mm. dia.
 - PVC
 - greater than 450 mm. dia.
 - R.C.
- (e) Restrictions imposed on the storm sewer outlet by the Town or by the Essex Region Conservation Authority shall be incorporated in the design of the storm sewer system. A storm water management study for the entire island shall be completed to the satisfaction of the Town and the Essex Region Conservation Authority. The study shall determine the effect of increased runoff due to the proposed development and identify storm water management measures to control any increase in flows in downstream watercourses up to and including the 100 year design storm. The Developer shall obtain a certificate of approval from the Ministry of the Environment, Design Approval Branch.

2.0 Sanitary Sewers

The Developer agrees to whatever solution is identified by the Environmental Study Report currently being prepared with respect to the long term provision of sanitary sewage treatment in the Town of Amherstburg.

Sanitary sewers together with all necessary appurtenances and service connections from the appropriate sewer to the front property line of each building lot shall be constructed to the approved design of the Ministry of the Environment and the Town. Each building lot shall be provided with access to a sanitary sewer service connection. The minimum sanitary service connection size shall be 125 mm. in diameter. Each sanitary service shall be provided with a clean out situated at the property line as per clean out detail on the approved engineering drawings.

Sewers shall be designed in accordance with the following minimum design criteria:

Average Daily Flow	450 L/CAP/Cay, plus extraneous flow of 0.28 l/ha/sec.
Peaking Factor	Harmon 1 + [14-(4+ P/1000)]
Population Density	3.5 people/lot
Minimum Pipe Size	200 mm.
Manning Coefficient	0.013
Minimum Cover	2.5 metres preferred or as required for gravity basement drainage
Maximum Manhole Spacing	as per M.O.E. guidelines
Private Drain Connection	125 mm. dia.
Pipe Material	(a) mainline pipe PVC DR35 (b) service pipe PVC DR28
Clean Out	125 mm. dia. PVC

The Developer shall obtain a certificate of approval from the Ministry of the Environment, Design Approval Branch.

3.0 Watermains

The Developer shall construct and install sufficient water mains including hydrants, valves and blow-offs to service the entire development with connections to all lots in accordance with the approved engineering drawings. Each lot shall be serviced by a single water service connected to the mainline.

Minimum Cover	1.5 metres
Maximum Hydrant Spacing	150 metres
Maximum Valve Spacing	at intersections and maximum 250 metres
Minimum Pipe Size	150 mm.
Lot Connection	19 mm. Type K copper
Pipe Material	DR18 PVC mainline

Design and installation shall be in accordance with the Town's watermain specification to the satisfaction of the Town of Amherstburg.

The Developer shall obtain a certificate of approval from the Ministry of the Environment, Design Approval Branch.

4.0 Roads

The Developer shall construct and install roadways and curbs and gutters upon all allowances for roads within the draft plan and upon the detail plans of services, in accordance with the following minimum design criteria:

Width	as per the Town's development manual, or as otherwise approved by the Town
Curb and Gutter	as per the Town's development manual, or as otherwise approved by the Town

Concrete curbs and gutters shall be constructed on both sides of all roadways including all turning basins. Design and type of curb is shown on the approved engineering drawings. All catch basin grates are to open towards the property line and not towards the street.

Alignment:	
Minimum Cul-de-sac Radius	12 metres (or otherwise approved by the Town)
Minimum Turning Radius	9 metres
Minimum Road Grade	0.35 percent (0.5 preferred)
Cross Fall Grade	3.0 percent

And design parameters recommended by the Ministry of Transportation.

In general, any trenches crossing under pavement shall be back filled with granular material acceptable to the Town engineer and such trenches shall be mechanically compacted as required by the Town engineer. Boulevards and other unpaved portions of the allowances for roads (except where forming part of the front lawn of residential lots) must be graded and sodded or seeded by the Developer.

5.0 Street Lights

The Developer shall install street lights in accordance with the present design standards and the Town's Development Manual, all to be approved by the Town of Amherstburg.

6.0 Street Signs

The Developer shall arrange with the Town to install street signs at each intersection and where necessary, all to be done in accordance with present standards and satisfactory to the Town.

7.0 Hydro Service

The Developer shall construct and install a sufficient hydro distribution system to service the entire development with connections to all lots therein and connect the same to the existing hydro distribution system. Individual lot services, where possible, shall be provided on common lot lines so that residential hydro meters face each other. All hydro service within the subdivision shall be underground and designed and installed in accordance with the requirements and criteria of the Town of Amherstburg and Hydro One. The hydro distribution system within the development shall not be grounded to the water distribution system.

8.0 Telephone

The Developer shall arrange for Bell Telephone to provide underground telephone service to all of the lots within the development.

9.0 Gas

The Developer shall arrange for Union Gas Company to provide underground gas service to all of the lots within the development.

10.0 Cable TV Service

The Developer shall, at its' own expense, make satisfactory arrangements with the cable company providing cable television service to the municipality to provide for a buried or underground cable television service for this development. The Developer shall provide to the Town, upon demand, confirmation from the said cable company that such arrangements have been made.

11.0 Service Locations

As per the development manual standard details.

12.0 Adjustments

The grade of any and all water service boxes, valve chambers, hydrant, manholes, drains and transformer boxes shall be adjusted by the Developer when and as may be required by the Town engineer.

13.0 Temporary Services

Upon a connection of any type being made to the hydro or water services, a temporary meter or meters of a type and in a location or locations satisfactory to the Town shall be installed and continuously maintained until all hydro and/or water used within the development, once the same is accepted by the Town, is metered through approved private connections. The Developer shall be responsible for, and will promptly pay or cause to be paid, all charges for hydro and water supplied to the development.

14.0 Sidewalks

Sidewalks are to be installed in accordance with the Town's Development Manual or as otherwise approved by the Town for each phase of the development.

15.0 Driveway Approaches

Residential driveways and their approaches shall be constructed to a width that complies with the provisions of the Town's Zoning By-law, as amended from time to time. Residential approaches shall consist of 250 mm. (10") Granular "A" stone base with interlocking paving stone, concrete or asphalt paving from the back of the curb to the property line.

It is understood and agreed that under no circumstances will the Developer herein be permitted to install a new residential driveway approach within the corner radii of a curb constructed along any street in this development.

It is further understood and agreed that under no circumstances will the developer or any other persons be permitted to install a new residential driveway approach over any private service connections from the storm or sanitary sewers or water system except where such connections cross driveways laterally (over the shortest possible distance) to enter the dwelling.

This provision is to be specifically brought to the attention of purchasers of lots at the time of purchase.

16.0 Community Mailboxes

The Developer will be responsible for negotiating specific locations within the development with Canada Post for the location of community mailboxes.

17.0 Easements

The Developer shall convey to the Town or any utility company, upon demand, without cost and free of encumbrances, any and all easements as may be required by the Town in, through, over or under the lands in the development as may be required for drainage purposes, sewerage systems, gas lines, watermains, hydro, cable television, telephone lines or other Town purposes.

18.0 Road Allowances

All Road allowances shown on the approved development plans shall be dedicated as public highways and shall be not less than 20 metres wide and shall be shown on the approved engineering drawings.

19.0 Rear Yard Drainage

Rear yard drainage shall be provided for each building lot in the locations and according to the specifications prescribed by the approved engineering drawings and as approved by the Town. Rear yard drainage shall be installed contemporaneously with the construction of dwellings on each building lot. A separate rear yard drainage system, with two 300 mm. diameter pre-fabricated polyethylene catch basins in accordance to the rear yard drainage detail shown on the approved engineering drawings, shall be provided for each building lot.

The Developer shall, at its' own expense, prepare a lot grading and rear yard drainage plan for each individual building lot within this development and shall file same with the Town. The lot grading plan shall show proposed dwelling elevation, proposed elevations at lot corners and direction of flow of the rear yard drain pipe. The final elevations of all dwellings and other buildings, minimum opening elevations, where applicable and the final lot grades relating thereto and the rear yard drainage shall conform to the proposed lot grading and rear yard drainage plan filed for that lot. The consulting engineer, or a certified Ontario Land Surveyor, shall certify upon completion of the construction of the dwelling and building on each lot that the said lot grading and rear yard drainage plan has been complied with, in accordance with the approved engineering drawings, and until such time as the said certification has been received by the Town, occupancy of the dwelling on the subject building lot shall not be permitted.

20.0 Special Servicing Requirements

The construction of structures shall conform to the following requirements:

- a) roof or rain water leaders and weeping tile drains from each respective building must be connected directly to the storm sewer. A sump pump connected to the storm sewer must be provided for each building;
- b) weeping tile drains shall not be connected to the sanitary sewers;
- c) basement floor drains shall be connected to the sanitary sewers provided for each dwelling.
- d) Rear yard drainage, including two 300 mm. diameter pre-fabricated polyethylene catch basins, shall be provided for each building lot in the locations and according to the design and specifications as shown on the approved engineering drawings;
- e) A lot grading plan shall be included in the final set of plans approved for construction of the works. The consulting engineer or a certified land surveyor shall certify, upon completion of the works, that the lot grades

and catch basin elevation are in accordance with the design and that the lands abutting the development are draining adequately. The Developer acknowledges that, until such time as the provisions of this paragraph have been complied with, no occupancy of any building shall be permitted and any and all securities delivered to the Corporation by the Developer herein shall be held to ensure the provisions of this paragraph are complied with.

21.0 Fire Protection Requirements

(a) Dwelling Units in Buildings Not Requiring Fire Alarm Systems

In addition to the regulations of the Ontario Building Code and Fire Code and the requirements to install smoke alarms in each dwelling unit the Developer agrees that said smoke alarms will be wired for monitoring by an independent agency on a full time basis. Participation in the Town's lock box program will also be required. Provisions to this effect shall be contained in every agreement for sale and the Developer shall impose a covenant to this effect in the transfer of each lot conveyed by it which will run with the title of the property in perpetuity; and

(b) Dwelling Units in Buildings Requiring Fire Alarm Systems

In addition to the regulations of the Ontario Building Code and Fire Code to install fire alarm systems in buildings requiring fire alarm systems the Developer agrees that the said fire alarm system will be wired for monitoring by an independent agency on a full time basis. Participation in the Town's lock box program will also be required. Provisions to this effect shall be contained in every agreement for sale and the Developer shall impose a covenant to this effect which will run with the title of the property in perpetuity; and

(c) Commercial Buildings

The Developer agrees that commercial buildings not addressed under subsection (b) of this section shall be provided with a smoke alarm. The smoke alarm will be wired for monitoring by an independent agency on a full time basis. Participation in the Town's lock box program will also be required. Provisions to this effect shall be contained in every agreement for sale and the Developer shall impose a covenant to this effect which will run with the title of the property in perpetuity; and

(d) NFPA and OBC Requirements

All monitoring of smoke alarm and fire alarm systems are to be in compliance with applicable National Fire Protection Agency (NFPA) and Ontario Building Code (OBC) requirements; and


(e) Emergency Plan

The Developer and Town will prepare an emergency plan for fire protection satisfactory to the Fire Chief and Town within three (3) months of the passing of this Agreement. This plan will be authorized by a municipal by-law passed by the Corporation and reviewed on an annual basis.

22.0 Access To and From the Island

Access to and from Bois Blanc Island (Boblo Island) for all residents and/or property owners on Bois Blanc Island (Boblo Island) is the sole responsibility of the Developer. The Town is not responsible in any way for access to or from Bois Blanc Island (Boblo Island). 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. The Developer shall provide access to the Mainland and back for all school children on Bois Blanc Island (Boblo Island) to a bus stop on the Mainland designated by the local school boards. A provision outlining the above specification shall be contained in every agreement and in every deed between the Developer and a purchaser of any one or more of the lots in the development. The Developer shall provide access to and from Bois Blanc Island (Boblo Island) for all residents and/or property owners on Bois Blanc Island (Boblo Island) from and to a municipal roadway or right of way on the Island and Mainland. 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 (Boblo Island) and on the Mainland. These requirements for access shall apply for all residents and/or property owners of Bois Blanc Island (Boblo Island) upon such terms and conditions as are agreeable between the Developer and the residents and/or property owners.

BOBLO DEVELOPMENTS INC.



Dominic Amicone, President

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



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