

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2007-49**

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

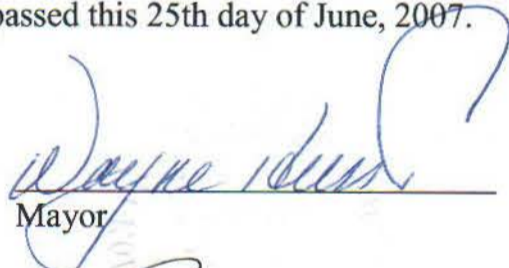
**WHEREAS** Boblo Developments Inc. has proposed the development of property described as Part of Bois Blanc Island for the Phase 1 Park Improvements – Ferry Landing Park and Boblo Island Boulevard improvements and widening on Bois Blanc Island – Boblo Island.

**AND WHEREAS** the Council of the Town of Amherstburg and Owners of the said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;

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

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. 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 25th day of June, 2007.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified to be a true copy of  
By-law 2007-49 passed by  
Amherstburg Municipal Council  
on June 25, 2007.

---

2007-49

**D**

FOR OFFICE USE ONLY

R1547201  
CERTIFICATE OF REGISTRATION  
CERTIFICAT D'ENREGISTREMENT  
ESSEX (12) WINDSOR

SEP 25 2007  
11:16 AM  
LAND REGISTRAR/REGISTRATEUR

(1) Registry  Land Titles  (2) Page 1 of 16 pages

(3) Property Identifier(s) Block Property 01569 - 0087(R) Additional: See Schedule

(4) Nature of Document  
**DEVELOPMENT AGREEMENT**

(5) Consideration  
Dollars \$

(6) Description  
**Pt Bois BLanc Island Malden - designated as Part 2 on Plan 12R-15216**  
**Town of Amherstburg**  
**County of Essex**

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

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:  
**See Development Agreement attached.**

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature  
Y M D

**THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor** *Armando F. DeLuca* **Armando F. DeLuca, Q.C.** **2007 09 06**

(11) Address for Service **271 Sandwich St. S., Amherstburg, Ontario N9V 2A5**

(12) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature  
Y M D

**BOBLO DEVELOPMENTS INC. OWNER**

(13) Address for Service **2155 Fasan Dr., Windsor, Otnario NOR 1LO**

(14) Municipal Address of Property  
**Amherstburg**

(15) Document Prepared by:  
**Armando F. DeLuca, Q.C.**  
**MOUSSEAU, DELUCA, MCPHERSON,**  
**PRINCE, LLP**  
**500-251 Goyeau St.**  
**Windsor, Ontario N9A 6V2**

Fees and Tax	
Registration Fee	60
Total	60

**DEVELOPMENT AGREEMENT**

Registered \_\_\_\_\_, 2007

**THIS AGREEMENT** made in triplicate this 25th day of June, 2007.

**BETWEEN:** BOBLO DEVELOPMENTS INC.

hereinafter called the "OWNER"  
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN  
OF AMHERSTBURG

hereinafter called the "CORPORATION"  
OF THE SECOND PART

**WHEREAS** the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

**AND WHEREAS** the Owner warrants it is the registered owner of the said lands;

**AND WHEREAS**, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein it shall be construed as including the plural;

**AND WHEREAS** the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

**AND WHEREAS** the Owner intends to develop or redevelop the said lands for Phase 1 Park Improvements – Ferry Landing Park and Boblo Island Blvd. Improvements in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

**AND WHEREAS** the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto (the receipt of which is hereby acknowledged) the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

SCHEDULE "A" - Legal description of the said lands

- SCHEDULE "B" - Site Plan
- SCHEDULE "C" - Site Grading and Utilities
- SCHEDULE "C-1" - Proposed Road Grades
- SCHEDULE "C-2" - Typical Cross Sections
- SCHEDULE "D" - Landscape Plan
- SCHEDULE "E" - Pavilion Plan Detail
- SCHEDULE "F" - Reference Plan 12R-22889
- SCHEDULE "G" - Sketch depicting the area that the site plan affects

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
  - (a) The location of all buildings and structures to be erected.
  - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles.
  - (c) Walkways and all other means of pedestrian access.
  - (d) The location of lawn bowling green and pavilion.
4. Schedule "C" hereto shows:
  - (a) Site Grading and Utilities

Schedule "C-1" hereto shows:

  - (a) Boblo Island Boulevard proposed road grades.

Schedule "C-2" hereto shows:

  - (a) Boblo Island Boulevard typical cross sections.
5. Schedule "D" hereto shows:
  - (a) Landscaping Plan
6. Schedule "E" hereto shows:
  - (a) Pavilion Plan Detail
7. Schedule "F" hereto shows:
  - (a) Reference Plan 12R-22889
8. Schedule "G" hereto shows:
  - (a) Sketch plan depicting the area that the site plan affects.
9. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada.
10. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of the Environment and the Essex Region Conservation Authority.
11. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of Culture.

12. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like materials, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
13. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
14. All walkways on the said lands, where so designated on Schedule "B" shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.
15. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
16. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
17. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and the Essex Region Conservation Authority and separated from the sanitary sewer.
18. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
19. Any and all lighting shall be installed and maintained in accordance with standards set out in the Development Manual so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
20. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "D". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
21. All driveways for emergency vehicles shall:
  - (a) Be connected with a public thoroughfare;
  - (b) Be designed and constructed to support expected loads imposed by firefighting equipment;
  - (c) Be surfaced with concrete, asphalt or other like material capable of permitting accessibility under all climatic conditions;
  - (d) Have a clear width of 3 metres at all times;
  - (e) Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
  - (f) Have an overhead clearance not less than 4.5 metres;
  - (g) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
  - (h) Have approved signs displayed to indicate the emergency route.

22. The Corporation and Owner acknowledge that the Owner is undertaking the upgrading and widening of Boblo Island Boulevard as designated on Schedule "C", "C-1" and "C-2". These works to be completed in accordance with and to the satisfaction of the Corporation's Public Works Manager. The Corporation agrees to the widening of Boblo Island Boulevard by the Owner as shown on Plan 12R-22889, Part 1 attached as Schedule "F" and the dedication of these lands as part of the public road allowance.
23. The Owner proposes extensive landscaping within the Town road allowance. The Owner agrees that maintenance of both the boulevard grass and landscaping component shall be the responsibility of the Owner.
24. The Owner to provide a street lighting plan and details to the Corporation's Public Works Manager for review and approval prior to installation of same.
25. The Owner agrees to disconnect any electrical use serviced from the existing Rotating Batch Contactor (RBC) building and hydro use for the dock and other private facilities shall be provided with a separate metered service.
26. If the Ontario Building Code requires than an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
27. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
  - (a) the progress of development;
  - (b) the state of maintenance as provided for in this Agreement.
28. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
29. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.

30. In the event an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
31. In the event that an Owner should fail to obey a stop work order issued under Section 28 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
32. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 29 or after notice of an opinion, which Council of the Corporation determines is correct under Section 30, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
33. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
34. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
35. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
36. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 469 of The Municipal Act shall apply.
37. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of building and structures is required as part of the site plan agreement in addition to financial security in the amount of 100% for all off-site works required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site

and off-site work for consideration and approval by the Town's Public Works Manager. Once the Town has inspected and approved the construction of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.

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

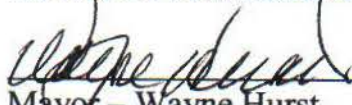
**IN WITNESS WHEREOF** the Owner executed this Agreement.

OWNER: ~~Boblo~~ Developments Inc.

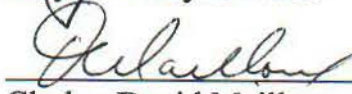


\_\_\_\_\_  
Dominic Amicone

CORPORATION OF THE  
TOWN OF AMHERSTBURG



\_\_\_\_\_  
Mayor - Wayne Hurst



\_\_\_\_\_  
Clerk - David Mailloux

Authorized and approved by  
By-law 2007-49 enacted the  
25th day of June, 2007.



**SCHEDULE "A"**

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

Part of Bois Blanc Island (Boblo Island)  
Designated as Part of Parts 7, 8 and 9, Plan 12R-14574; Part of Part 2,  
Plan 12R-15216; Parts 1 and 2 and Part of Part 10, Plan 12R-16124;  
Parts 4 and 6, Plan 12R-16199; Part 7, Plan 12R-21958; and Part 1,  
Plan 12R-22889  
(Geographic Township of Malden)  
Now in the  
Town of Amherstburg  
County of Essex, Ontario

SCHEDULE "A" TO BY-LAW 2007-49

BOBLO DEVELOPMENTS INC.

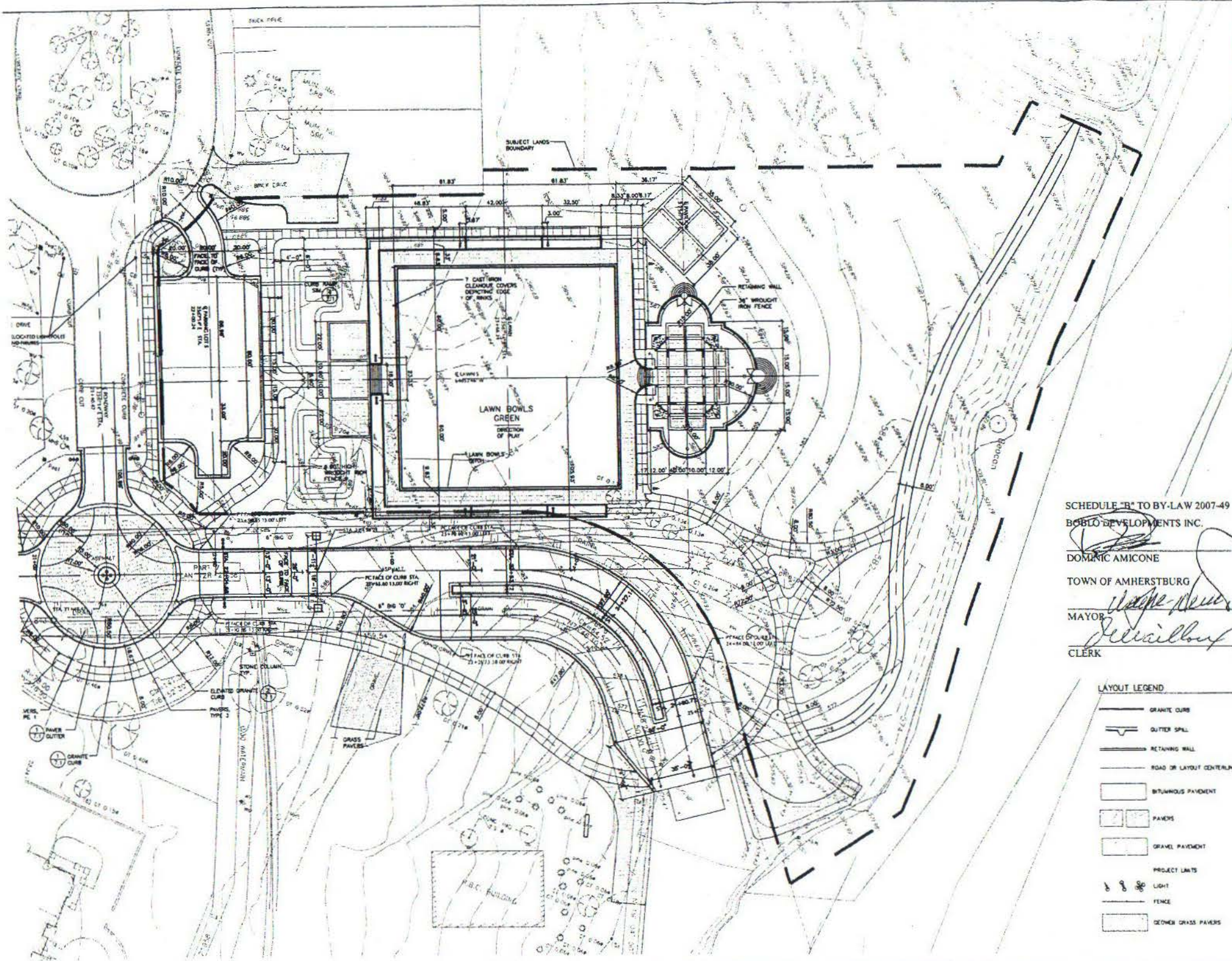
  
\_\_\_\_\_  
DOMINIC AMICONE

TOWN OF AMHERSTBURG

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

9



JJR, LLC  
 110 MILLER AVENUE  
 ANN ARBOR, MI.  
 48104  
 T 734.662.4457  
 F 734.662.0779  
 www.jjr-us.com



Bob-Lo Island Boulevard and  
 Phase 1 Park Improvements  
 Amherstburg, Ontario

OWNER:  
 Amico Properties, Inc.  
 2155 Fawn Drive RR #1  
 Oldcastle, Ontario, NOR 1L0  
 Tel: (519) 737-1577  
 Fax: (519) 737-1929

SCHEDULE "B" TO BY-LAW 2007-49  
 BOBLO DEVELOPMENTS INC.

DOMINIC AMICONE  
 TOWN OF AMHERSTBURG  
 MAYOR *[Signature]*  
 CLERK *[Signature]*

LAYOUT LEGEND

	GRANITE CURB
	GUTTER SPILL
	RETAINING WALL
	ROAD OR LAYOUT CENTERLINE
	BITUMINOUS PAVEMENT
	PAVERS
	GRAVEL PAVEMENT
	PROJECT LIMITS
	LIGHT
	FENCE
	GEOMER GRASS PAVERS

SKETCH

SCHEDULE B  
 SITE PLAN LAYOUT

DRAWING TITLE

DRAWING REFERENCE  
 1"=50'-0"

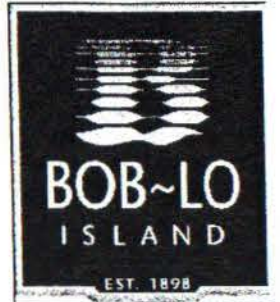
DRAWING SCALE  
 15 JUNE 2007

DATE  
 FERRY LANDING PARK

PROJECT NAME  
 24591.008

PROJECT NUMBER  
 2 of 5

DRAWING NUMBER



Bob-Lo Island Boulevard and  
 Phase 1 Park Improvements  
 Amherstburg, Ontario

OWNER:  
 Amico Properties, Inc.  
 2155 Fasan Drive RR #1  
 Oldcastle, Ontario, NOR 1L0  
 Tel: (519) 737-1577  
 Fax: (519) 737-1929

SCHEDULE "C" TO BY-LAW 2007-49  
 BOBLO DEVELOPMENTS INC.

DOMINIC AMICONE

TOWN OF AMHERSTBURG

MAYOR

CLERK

**LEGEND**

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PAVEMENT SLOPE
- PROPOSED TOP/ BOTTOM OF CURB SPOT ELEVATION
- PROPOSED TOP/ BOTTOM OF WALL SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- CATCH BASIN
- 15' SQ. CATCH BASIN
- YARD DRAIN
- LIMITS OF WORK

**SKETCH**

SCHEDULE C  
 SITE GRADING & UTIL

DRAWING TITLE

DRAWING REFERENCE  
 1"=50'-0"

DRAWING SCALE

15 JUNE 2007

DATE

FERRY LANDING PARK

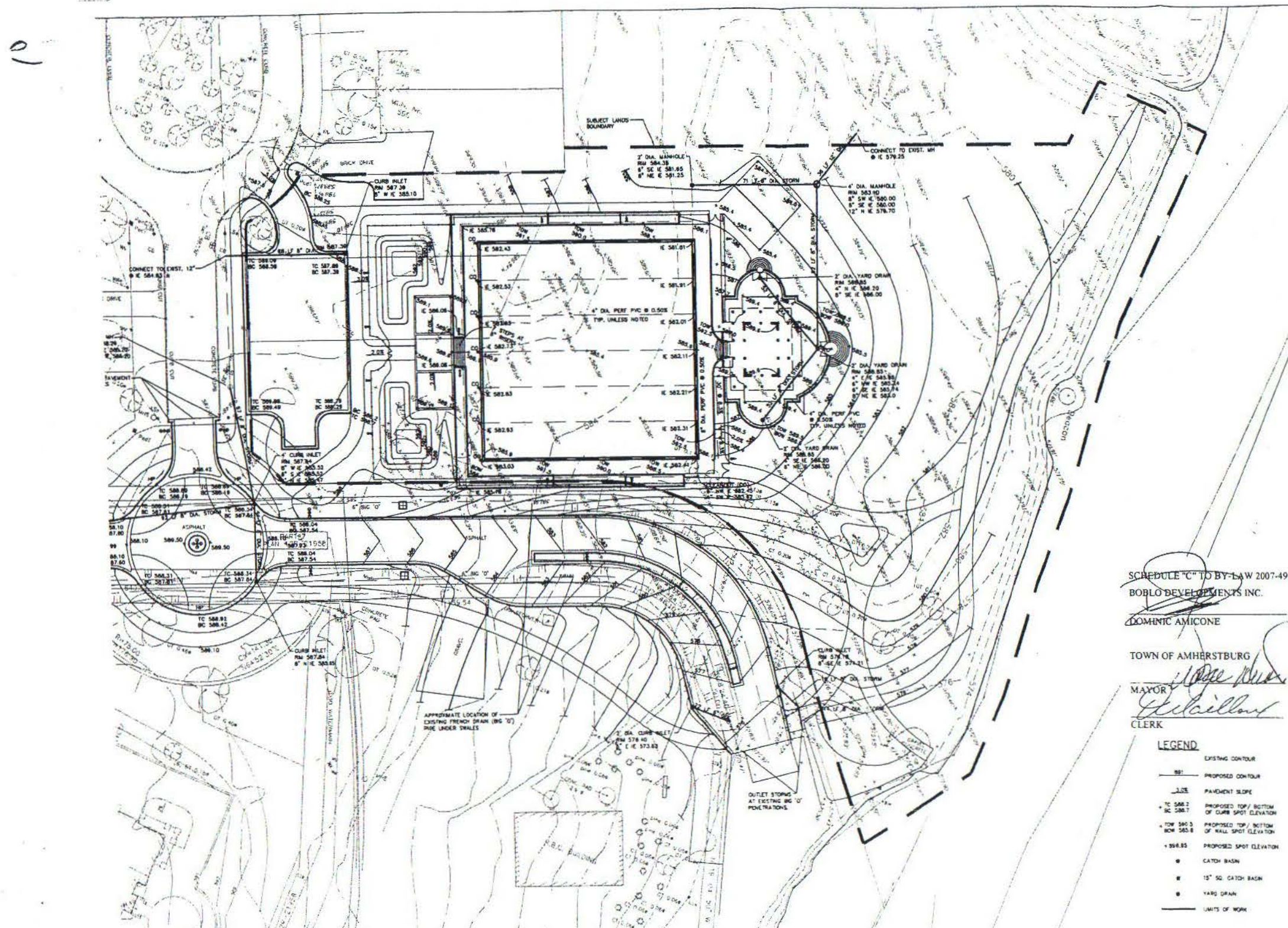
PROJECT NAME

24591.008

PROJECT NUMBER

3 of 5

DRAWING NUMBER





Stantec Consulting Ltd.  
3290 Devon Drive  
Windsor, ON Canada  
N6K 4L4  
Tel. 519.966.2250  
Fax. 519.966.5523  
www.stantec.com

Stantec

SCR 10135

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Legend

- ASPHALT PAVEMENT - 50mm THICK H.L. ASPHALT  
- 100mm THICK H.L. ASPHALT  
- 400mm THICK GRANULAR 'A'
- ASPHALT PAVEMENT - 40mm THICK H.L. ASPHALT  
- 60mm THICK H.L. ASPHALT  
- 400mm THICK GRANULAR 'A'
- ASPHALT PAVEMENT - 40mm THICK H.L. ASPHALT  
- 50mm THICK H.L. ASPHALT  
- 300mm THICK GRANULAR 'A'
- ASPHALT PARKING LOT - 40mm THICK H.L. ASPHALT  
- 50mm THICK H.L. ASPHALT  
- 300mm THICK GRANULAR 'A'
- BRICK ROAD - BRICK PAVERS  
- 50mm THICK LIMESTONE SCREENING  
- 400mm THICK GRANULAR 'A'
- CONCRETE WALK - 115mm THICK CONCRETE (30MPa WITH AIR)  
- 50mm THICK GRANULAR 'A'
- BRICK DRIVEWAY - BRICK PAVERS  
- 50mm THICK LIMESTONE SCREENING  
- 300mm THICK GRANULAR 'A'
- GRAVEL DRIVEWAY - 300mm THICK GRANULAR 'A'  
- 100mm THICK TOPSOIL

Notes

1. ALL C.B. CONNECTIONS ARE 200mm PVC PIPE, CSA B182.2 OF 30, UNLESS OTHERWISE NOTED.
2. ALL ROAD DIMENSIONS ARE TO THE EDGE OF PAVEMENT.
3. ALL ELEVATIONS SHOWN ON THE PLAN ARE TO FINISH GRADE OF PAVEMENT UNLESS OTHERWISE NOTED.
4. CURB RETURN RADII ARE 8.0 m UNLESS OTHERWISE NOTED.
5. ENSURE MANHOLE COVER IS HOT IN CURB.
6. ALL STORM SEWER MANHOLES ARE 1200mm DIA UNLESS OTHERWISE NOTED.
7. ALL PAVEMENT TO BE SAWCUT PRIOR TO EXCAVATION.
8. STORM SEWER PIPE SHALL BE R.C. CLASS 850 OR PVC SDR 35.

Revision	By	Date
1. REVISED ROADWAY AT RAMP	D.A.J.	2007
		Apr. 07
2. CONSTRUCTION ISSUE	D.A.J.	2008
3. FINAL TOWN REVIEW	D.A.J.	2006
		Nov. 06

File Name: 185601004-1-C1-103 K.F.F. D.A.J. D.A.J. 2008  
Date: 08/04/08

SCHEDULE "C.1" TO BY-LAW 2007-49

BOBLO DEVELOPMENTS INC.

DOMINIC AMICONE

TOWN OF AMHERSTBURG

MAYOR

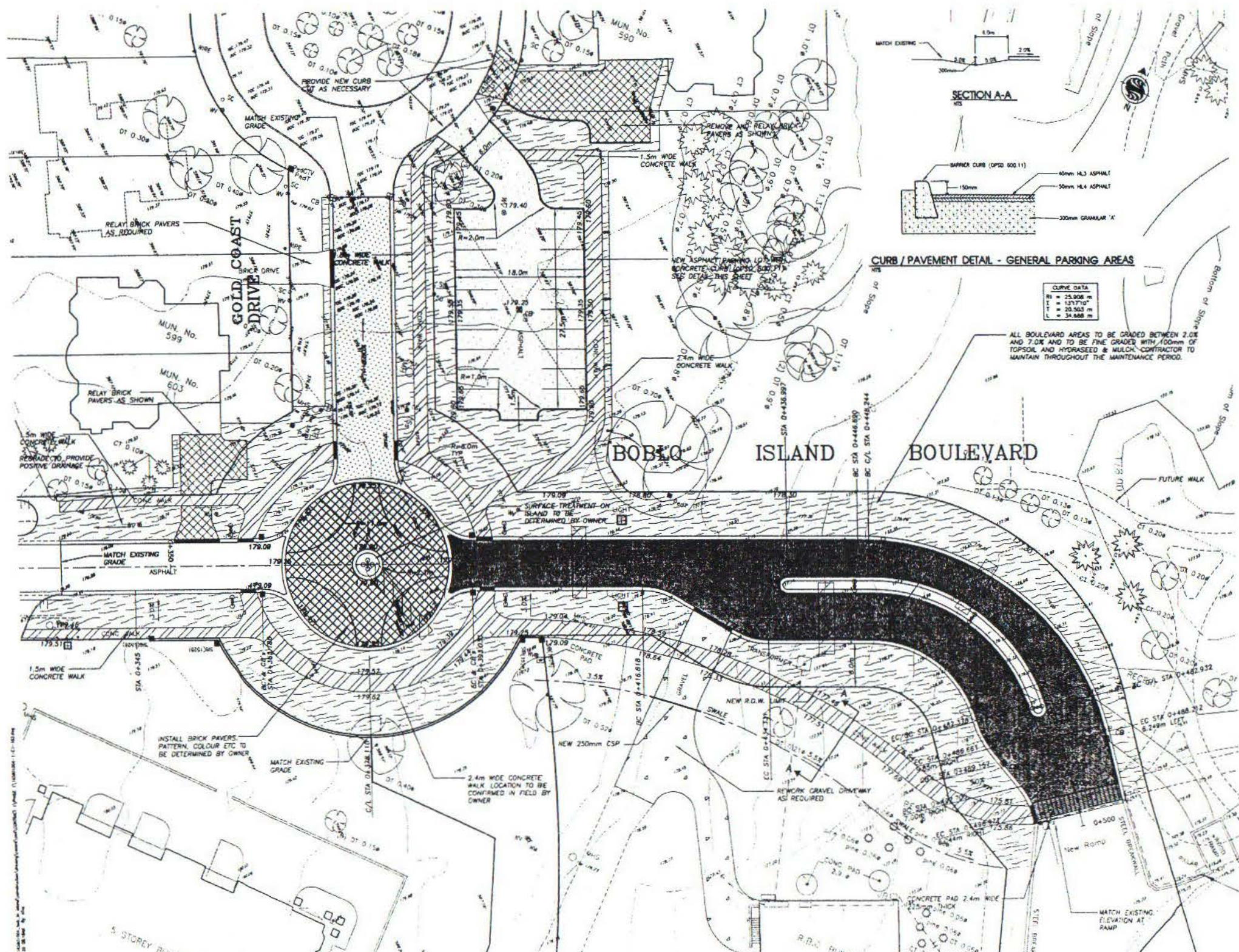
CLERK

PHASE 1

Town of Amherstburg, ON Canada

Title  
NEW WORK  
PROPOSED ROAD GRADES

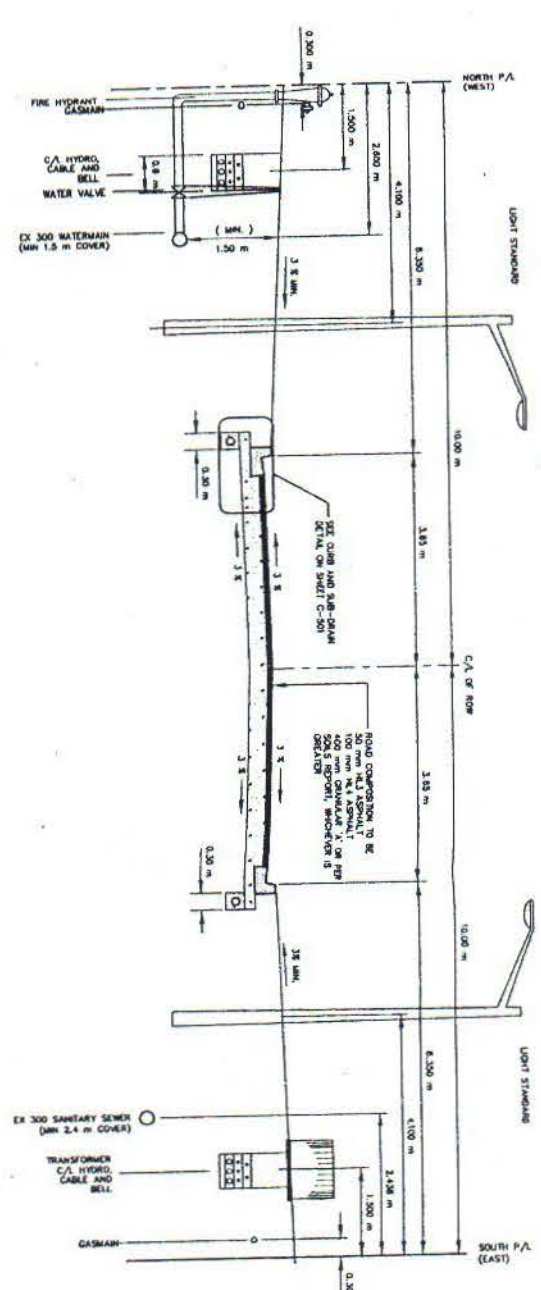
Project No. 185601004-1  
Scale 1:25  
Drawing No. Sheet 1 of 1



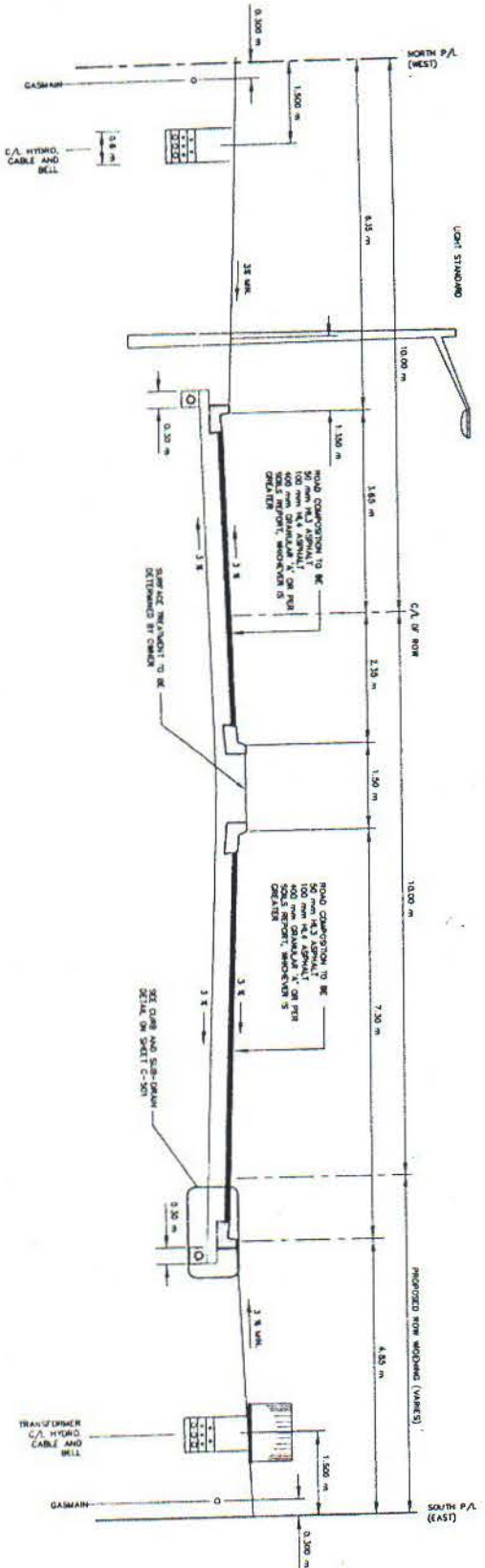
5 STOREY BUILDING

R.B.O. BUILDING

12



CROSS-SECTION AT STA 0+400 BOBLO ISLAND BOULEVARD



CROSS-SECTION AT STA 0+460 BOBLO ISLAND BOULEVARD

SCHEDULE 202-TDS-BV-LAW 2007-49  
 BOBLO DEVELOPMENTS INC.  
 DOMINIC AMICONE  
 TOWN OF AMHERSTBURG  
 MAYOR  
 CHERK



Stantec Consulting Ltd.  
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 Windsor, ON Canada  
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 Fax 519.966.2523  
 www.stantec.com

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Revision	By	App'd	Y/M/D
1. CONSTRUCTION SIDE	D.A.L.	D.A.L.	2008.11.26
2. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
3. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
4. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
5. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
6. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
7. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
8. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
9. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26
10. REVISED SIDE	D.A.L.	D.A.L.	2008.11.26

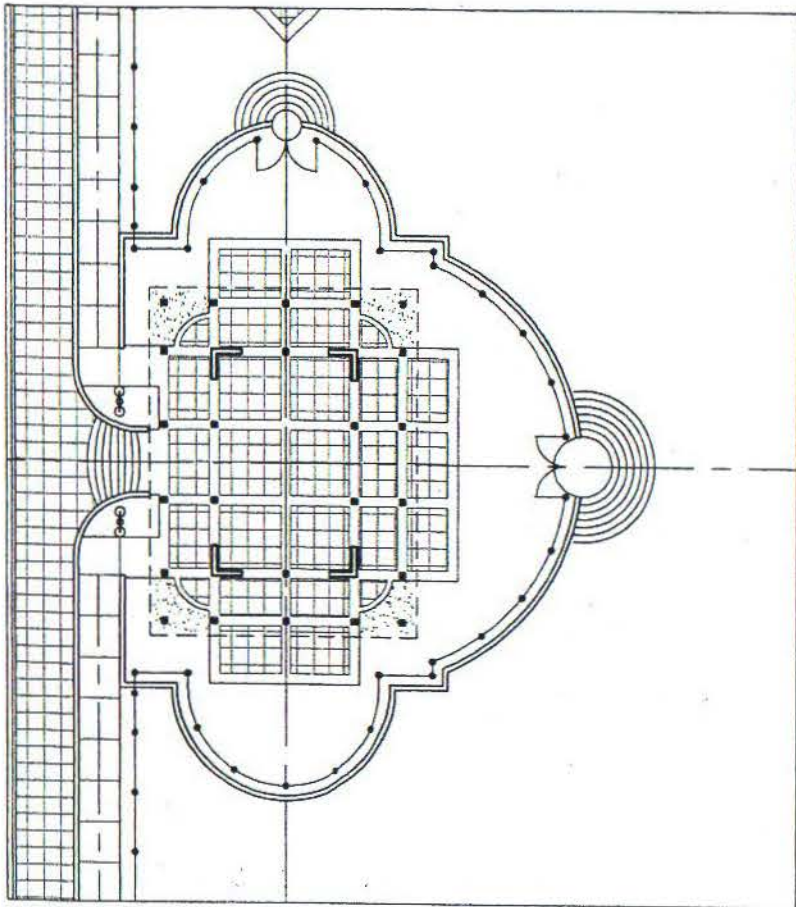
Client/Project  
 BOBLO ISLAND DEVELOPMENT INC.  
 BOBLO ISLAND BOULEVARD  
 PHASE 1  
 Town of Amherstburg, ON Canada

Project No. 16567-00A-1  
 Scale 1:50  
 Drawing No. SHEET 1  
 Station

C-1-201

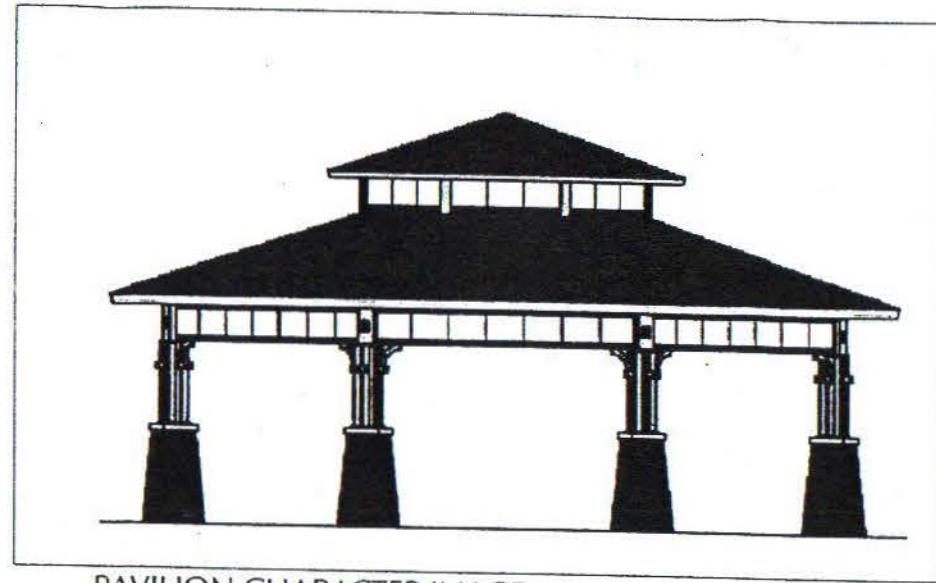


11



PAVILION PLAN

1" = 20'-0"



PAVILION CHARACTER IMAGE

NO SCALE

SCHEDULE "E" TO BY-LAW 2007-49

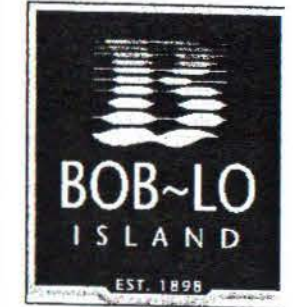
BOBLO DEVELOPMENTS INC.

DOMINIC AMICONE

TOWN OF AMHERSTBURG

MAYOR

CLERK



Bob-Lo Island Boulevard and Phase 1 Park Improvements  
Amherstburg, Ontario

OWNER:  
Amico Properties, Inc.  
2155 Fasan Drive RR #1  
Olkicastle, Ontario, NOR 1L0  
Tel: (519) 737-1577  
Fax: (519) 737-1929

SKETCH

SCHEDULE E  
PAVILION DETAIL

DRAWING TITLE

DRAWING REFERENCE

AS NOTED

DRAWING SCALE

15 JUNE 2007

DATE

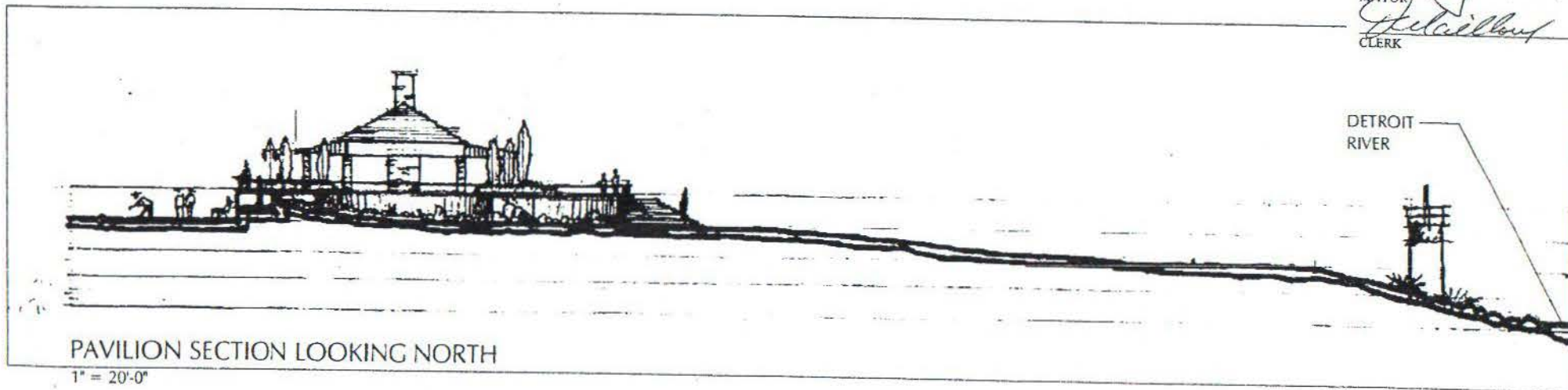
FERRY LANDING PARK

PROJECT NAME

24591.008

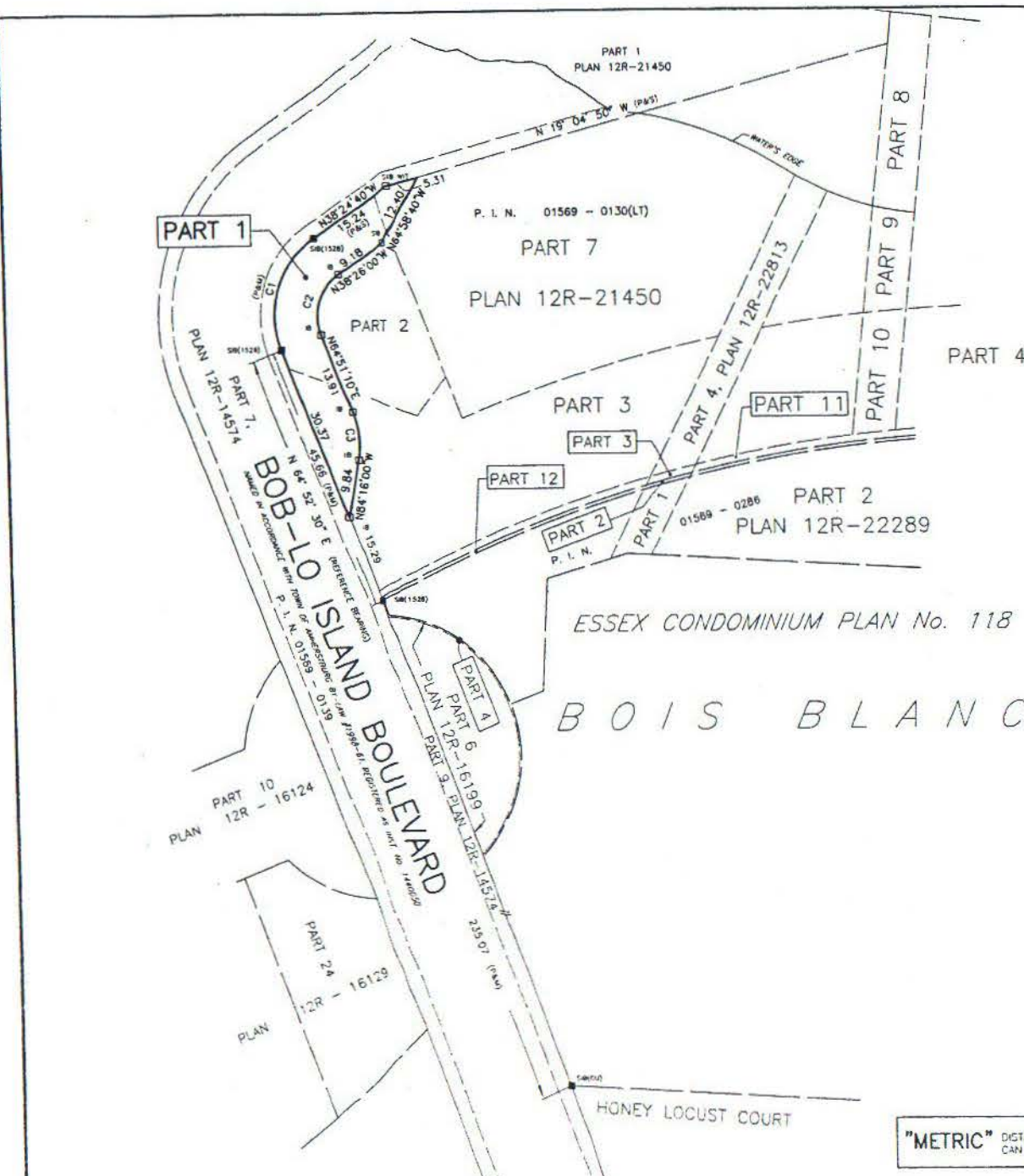
PROJECT NUMBER

5 of 5



PAVILION SECTION LOOKING NORTH

1" = 20'-0"



PARTS SCHEDULE			
PART	AREA	DESCRIPTION	P.L.N.
1	406.3 m <sup>2</sup>	PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)	PART OF 01569-0130

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

**PLAN 12R-22889**  
RECEIVED AND DEPOSITED

DATE DECEMBER 21, 2006 DATE DECEMBER 22, 2006

BRIAN COAD  
ONTARIO LAND SURVEYOR

NICHOLAS CAIRA  
AN ASSISTANT DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

**PLAN OF SURVEY**  
OF  
**PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)**  
GEOGRAPHIC TOWNSHIP OF MALDEN  
NOW IN THE  
**TOWN OF AMHERSTBURG**  
**COUNTY OF ESSEX, ONTARIO**  
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.  
SCALE = 1:600

CURVE SCHEDULE				
CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	15.85	21.22	19.67	N76°46'10"W
C2	8.61	11.53	10.68	N76°47'30"W
C3	15.50	8.35	8.25	N80°17'40"E

**BEARING REFERENCE**  
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE SOUTHERN LIMIT OF BOB-LO ISLAND BOULEVARD AS SHOWN ON PLAN 12R-21450 HAVING A BEARING OF N 64° 52' 30" E.

- LEGEND**
- 5/8 DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR
  - 5/16 DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR
  - 16 DENOTES 16mm X 16mm X 0.61m IRON BAR
  - 19# DENOTES 19mm diameter X 0.61m ROUND IRON BAR
  - CC DENOTES CUT-CROSS
  - N/W DENOTES SURVEY NAIL WITH WASHER MARKED (152B)
  - MAG N DENOTES SURVEY MAGNETIC NAIL - NO WASHER
  - DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET AND MARKED 152B
  - WT DENOTES WITNESS + DENOTES PERPENDICULAR
  - (S) DENOTES SET (M) DENOTES MEASURED (O) DENOTES DEED
  - (S/P) DENOTES SET PROPORTIONALLY (O/U) DENOTES ORIGIN UNKNOWN
  - (P) DENOTES PLAN 12R-21450 (O/U) DENOTES ORIGIN UNKNOWN
  - (152B) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
  - (1201) DENOTES CLARKE SURVEYORS INC., O.L.S.

ESSEX CONDOMINIUM PLAN No. 118

**BOIS BLANC ISLAND**

SCHEDULE "F" TO BY-LAW 2007-49

BOBLO DEVELOPMENTS INC.  
DOMINIC AMIKONE  
TOWN OF AMHERSTBURG  
Nicholas Caira  
MAYOR  
Michael Hannon  
CLERK

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THIS SURVEY WAS COMPLETED ON THE 18th DAY OF DECEMBER, 2006

DATE DECEMBER 18, 2006

**BRIAN COAD**  
ONTARIO LAND SURVEYOR  
FOR VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.

**VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.**

WINDSOR  
475 Devonshire Road, Suite 200  
N9Y 2L5  
Ph: (519) 258-1772  
Fax: (519) 258-1791

LEAMINGTON  
187 Talbot Street East  
N8M 1E6  
Ph: (519) 322-2375  
Fax: (519) 322-2675

ONTARIO LAND SURVEYORS  
www.vshbssurveys.com

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



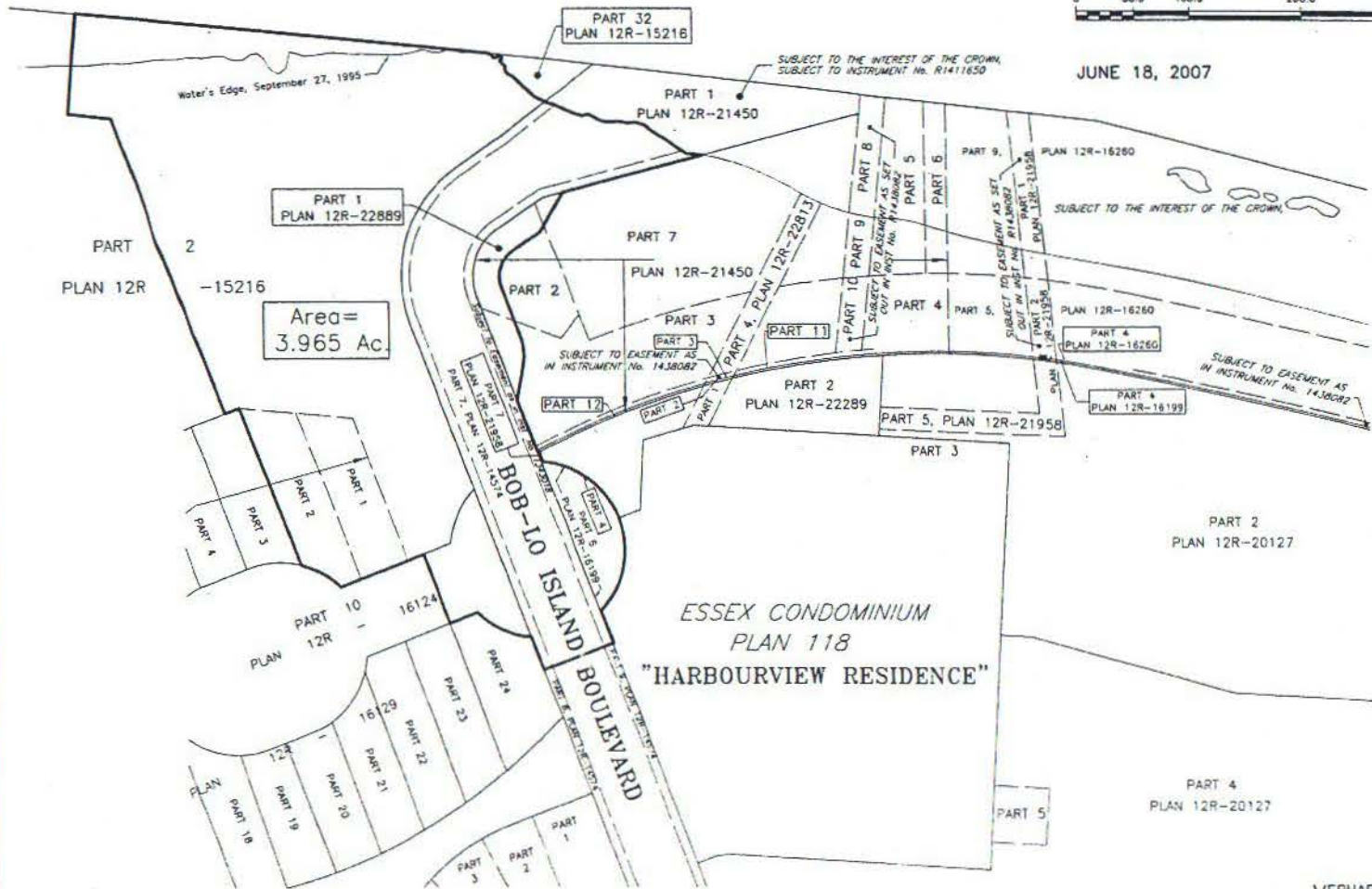
SKETCH TO ILLUSTRATE  
LIMITS OF SITE PLAN AGREEMENT  
OF  
PART OF BOIS BLANC ISLAND (BOB-LO ISLAND)  
GEOGRAPHIC TOWNSHIP OF MALDEN  
NOW IN THE  
TOWN OF AMHERSTBURG  
COUNTY OF ESSEX, ONTARIO

© VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.

SCALE : 1"=100'



JUNE 18, 2007



SCHEDULE "G" TO BY-LAW 2007-49

BOBLO DEVELOPMENTS INC

DOMINIC AMICONE

TOWN OF AMHERSTBURG

MAYOR

CLERK

WINDSOR  
475 Devonshire Road, Suite 200  
N8Y 2L5  
Ph: (519)258-1772  
Fax: (519)258-1791



STUBBERFIELD  
HARTLEY  
BREWER  
BEZAIRE  
INC.

LEAMINGTON  
187 Talbot Street East  
N8H 1L8  
Ph: (519)322-2375  
Fax: (519)322-2675

ONTARIO LAND SURVEYORS

www.vshbbsurveys.com

DRAWN BY: O.J.	CAD Date: June 20, 2007 10:27:14 AM
CHECKED BY: OLS	CAD File: 42312720.dwg
WORK SHEET: _____	PLAN FILE NO: _____

2007-49

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

**Properties**

- PIN* 01569 - 0130 LT  Redescription

*Description* PT BOIS BLANC ISLAND MALDEN; DESIGNATED AS PART 1 ON 12R22889, PART 2 ON 12R15216; PART 7 ON 12R21958; AMHERSTBURG

*Address* AMHERSTBURG
- PIN* 01569 - 0275 LT  Redescription

*Description* PT BOIS BLANC ISLAND MALDEN - DESIGNATED AS PARTS 1 AND 2 ON 12R-16124; AMHERSTBURG

*Address* AMHERSTBURG
- PIN* 01569 - 0281 LT

*Description* PT BOIS BLANC ISLAND (BOB-LO ISLAND) MALDEN, PT 4 12R16199; AMHERSTBURG

*Address* AMHERSTBURG
- PIN* 01569 - 0110 LT

*Description* PT BOIS BLANC ISLAND MALDEN PT 6 12R16199; AMHERSTBURG

*Address* AMHERSTBURG
- PIN* 01569 - 0139 LT  Redescription

*Description* PT BOIS BLANC ISLAND MALDEN PARTS 7, 8 AND 9 12R14574;AMHERSTBURG

*Address* AMHERSTBURG
- PIN* 01569 - 0092 LT  Redescription

*Description* PT BOIS BLANC ISLAND MALDEN PT 10 12R-16124; 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, Ontario  
N9V 2Z3

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

This document is being authorized by a municipal corporation LORY BRATT, PLANNING COORDINATOR.

<b>Party To(s)</b>	<b>Capacity</b>	<b>Share</b>
--------------------	-----------------	--------------

<i>Name</i> BOBLO DEVELOPMENTS INC.		
<i>Address for Service</i> 2155 Fasan Dr. Windsor, On NOR 1LO		

I, DOMINIC AMICONE, 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

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

**Signed By**

Armando Felice Antonio DeLuca	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed 2007 09 21
Tel 519-258-0615			
Fax 5192586833			

**Submitted By**

MOUSSEAU DELUCA MCPHERSON PRINCE	500-251 Goyeau Street Windsor N9A 6V2		2007 09 21
Tel 519-258-0615			
Fax 5192586833			

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**File Number**

Applicant Client File Number :	23409
Party To Client File Number :	23409

## DEVELOPMENT AGREEMENT

Registered \_\_\_\_\_, 2007

**THIS AGREEMENT** made in triplicate this 25th day of June, 2007.

**BETWEEN:**           BOBLO DEVELOPMENTS INC.

hereinafter called the "OWNER"  
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN  
OF AMHERSTBURG

hereinafter called the "CORPORATION"  
OF THE SECOND PART

**WHEREAS** the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";

**AND WHEREAS** the Owner warrants it is the registered owner of the said lands;

**AND WHEREAS**, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein it shall be construed as including the plural;

**AND WHEREAS** the Official Plan in effect in Amherstburg designated parts of the area covered by the Official Plan as a Site Plan Control area;

**AND WHEREAS** the Owner intends to develop or redevelop the said lands for Phase 1 Park Improvements – Ferry Landing Park and Boblo Island Blvd. Improvements in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

**AND WHEREAS** the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto (the receipt of which is hereby acknowledged) the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:

SCHEDULE "A" - Legal description of the said lands

- SCHEDULE "B" - Site Plan
- SCHEDULE "C" - Site Grading and Utilities
- SCHEDULE "C-1" - Proposed Road Grades
- SCHEDULE "C-2" - Typical Cross Sections
- SCHEDULE "D" - Landscape Plan
- SCHEDULE "E" - Pavilion Plan Detail
- SCHEDULE "F" - Reference Plan 12R-22889
- SCHEDULE "G" - Sketch depicting the area that the site plan affects

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
  - (a) The location of all buildings and structures to be erected.
  - (b) The location and provision of off-street vehicular loading and parking facilities and access driveways including driveways for emergency vehicles.
  - (c) Walkways and all other means of pedestrian access.
  - (d) The location of lawn bowling green and pavilion.
4. Schedule "C" hereto shows:
  - (a) Site Grading and Utilities

Schedule "C-1" hereto shows:

  - (a) Boblo Island Boulevard proposed road grades.

Schedule "C-2" hereto shows:

  - (a) Boblo Island Boulevard typical cross sections.
5. Schedule "D" hereto shows:
  - (a) Landscaping Plan
6. Schedule "E" hereto shows:
  - (a) Pavilion Plan Detail
7. Schedule "F" hereto shows:
  - (a) Reference Plan 12R-22889
8. Schedule "G" hereto shows:
  - (a) Sketch plan depicting the area that the site plan affects.
9. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One, Union Gas and Bell Canada regarding any matters that relate to services provided by Hydro One, Union Gas and Bell Canada.
10. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of the Environment and the Essex Region Conservation Authority.
11. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of Culture.

12. All parking or loading areas and lanes and driveways shall be paved with asphalt or a concrete Portland cement or other like material capable of permitting accessibility under all climatic conditions, as shown on Schedule "B" and together with crushed stone, slag, gravel, crushed brick, tile, cinders or like materials, having a combined depth of at least 15.2 cm. and with provisions for drainage facilities.
13. The Owner shall maintain a minimum of parking spaces, as designated on Schedule "B".
14. All walkways on the said lands, where so designated on Schedule "B" shall be constructed of either concrete or interlocking paving stone by the Owner to the satisfaction of the Corporation.
15. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
16. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
17. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and the Essex Region Conservation Authority and separated from the sanitary sewer.
18. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
19. Any and all lighting shall be installed and maintained in accordance with standards set out in the Development Manual so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
20. The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "D". The Owner agrees that the site will be inspected on an annual basis and any deficiencies will require immediate correction in accordance with the approved site plan.
21. All driveways for emergency vehicles shall:
  - (a) Be connected with a public thoroughfare;
  - (b) Be designed and constructed to support expected loads imposed by firefighting equipment;
  - (c) Be surfaced with concrete, asphalt or other like material capable of permitting accessibility under all climatic conditions;
  - (d) Have a clear width of 3 metres at all times;
  - (e) Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
  - (f) Have an overhead clearance not less than 4.5 metres;
  - (g) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
  - (h) Have approved signs displayed to indicate the emergency route.

22. The Corporation and Owner acknowledge that the Owner is undertaking the upgrading and widening of Boblo Island Boulevard as designated on Schedule "C", "C-1" and "C-2". These works to be completed in accordance with and to the satisfaction of the Corporation's Public Works Manager. The Corporation agrees to the widening of Boblo Island Boulevard by the Owner as shown on Plan 12R-22889, Part 1 attached as Schedule "F" and the dedication of these lands as part of the public road allowance.
23. The Owner proposes extensive landscaping within the Town road allowance. The Owner agrees that maintenance of both the boulevard grass and landscaping component shall be the responsibility of the Owner.
24. The Owner to provide a street lighting plan and details to the Corporation's Public Works Manager for review and approval prior to installation of same.
25. The Owner agrees to disconnect any electrical use serviced from the existing Rotating Batch Contactor (RBC) building and hydro use for the dock and other private facilities shall be provided with a separate metered service.
26. If the Ontario Building Code requires than an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
27. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
  - (a) the progress of development;
  - (b) the state of maintenance as provided for in this Agreement.
28. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
29. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.