

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-20

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

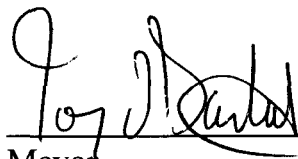
WHEREAS 1078385 Ontario Limited has proposed the development of property on Bois Blanc Island for use as a public pool;

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

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

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of a Development Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. 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 29th day of April, 2002.



Mayor



Clerk

Certified to be a true copy of By-Law
No. 2002-20 passed by the Amherstburg
Municipal Council on April 29, 2002.

FOR OFFICE USE ONLY

L70350005

CERTIFICATE RECEIPT
PROPERTY REGISTRY
'02 JUN 4 PM 3 16

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 8 pages

(3) Property Identifier(s) Block Property
01569 0006 Additional: See Schedule

(4) Nature of Document *NOTICE OF*
Application to Register Development Agreement

(5) Consideration
n / a Dollars \$

(6) Description
Pt Bois Blanc Island (Bob-Lo Island) and Pt Water lot adjoining thereto (CLS 58410), Geographic Township of Malden, now Town of Amherstburg, County of Essex, designated as Part 1 on Plan 12R-16059

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

(8) This Document provides as follows:
The Corporation of the Town of Amherstburg has an unregistered estate, right, interest or equity in the described land, of which 1078385 Ontario Limited. is the registered owner and hereby applies to have Development Agreement, dated April 29th, 2002, made between the Corporation of the Town of Amherstburg and 1078385 Ontario Limited, entered on the Parcel Register.

The evidence in support of this application consists of an executed copy of said Development Agreement.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
THE CORPORATION OF THE TOWN OF AMHERSTBURG (Applicant) by its solicitor Armando F. DeLuca, Q.C. 2002 06 03

(11) Address for Service: 500-251 Goyeau St., Windsor, Ontario N9A 6V2

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
1078385 ONTARIO LIMITED. (owner)

(13) Address for Service

(14) Municipal Address of Property: VACANT LAND, Amherstburg, Ontario

(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 _____.

THIS AGREEMENT made in quintuplicate this 29 day of APRIL, 2002.

BETWEEN: 1078385 ONTARIO LIMITED

hereinafter called the "OWNER"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

hereinafter called the "CORPORATION"
OF THE SECOND PART

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

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

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

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

AND WHEREAS the Owner intends to develop or redevelop the said lands for a public pool in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";

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

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

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

SCHEDULE "A" Legal Description of the Said Lands

SCHEDULE "B" Site Plan

2. Schedule "A" hereto describes the lands affected by this Agreement.
3. Schedule "B" hereto shows:
 - (a) The location of all structures to be erected;
 - (b) The location and provision of parking facilities and access driveways including fire routes and driveways for emergency vehicles;
 - (c) Walkways and all other means of pedestrian access.
4. The Owner shall be responsible for consulting with Hydro One regarding any matters that relate to services provided by Hydro One.
5. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment or the Essex Region Conservation Authority.
6. The pool has been assessed as a Class B public pool as defined in the Ontario Building Code, Section 3.11.10, which is subject to Design and General Review Requirements of Section 2.3 of the Ontario Building Code.
7. If required by the Chief Building Official, the existing washroom facilities shall be required to be upgraded to meet Section 3.11.10 of the Ontario Building Code.
8.
 - (a) The service road shall be improved and maintained by 1078385 Ontario Limited to the satisfaction of the Town of Amherstburg.
 - (b) Granular 'A' (0-7/8") shall be utilized for service road maintenance.
 - (c) The 12 foot wide service road shall be used for service and emergency vehicles only and shall be posted as such. The service road shall also be posted for "No Parking Allowed".
 - (d) If parking is required on the service road the gravel lane shall be widened to 22 ft. wide utilizing a minimum 12 in. thickness Granular 'A'.
9. 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.
10. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
11. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.

12. The Owner shall install and maintain a system for the disposal of storm and surface water so that no such water will flow along the surface from the said lands onto any adjoining lands. All storm and surface water disposal systems shall be to the satisfaction of the Corporation's Engineer and separated from the sanitary sewer.
13. 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.
14. Any and all lighting shall be installed and maintained so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.
15. A fence, stained or treated and maintained, with a minimum of 1.8 metres high, shall be constructed and maintained along the limits of the property if shown on Schedule "B".
16. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new structure provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new structure until after an architect and professional engineer have given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment, have been installed and completed in a manner satisfactory to the architect and professional engineer.
17. 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.
18. 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.
19. 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.

20. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
21. In the event that an Owner should fail to obey a stop work order issued under Section 18 hereof, the Owner recognizes the right of the Corporation to apply to the Courts for a restraining order.
22. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 19 or after notice of an opinion, which Council of the Corporation determines is correct under Section 20, the Council of the Corporation may by law direct on default of the matter or thing being done by the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.

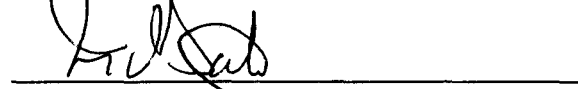
IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER: 1078385 ONTARIO LIMITED

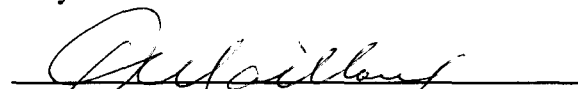


John Oram

THE CORPORATION OF THE TOWN
OF AMHERSTBURG



Mayor



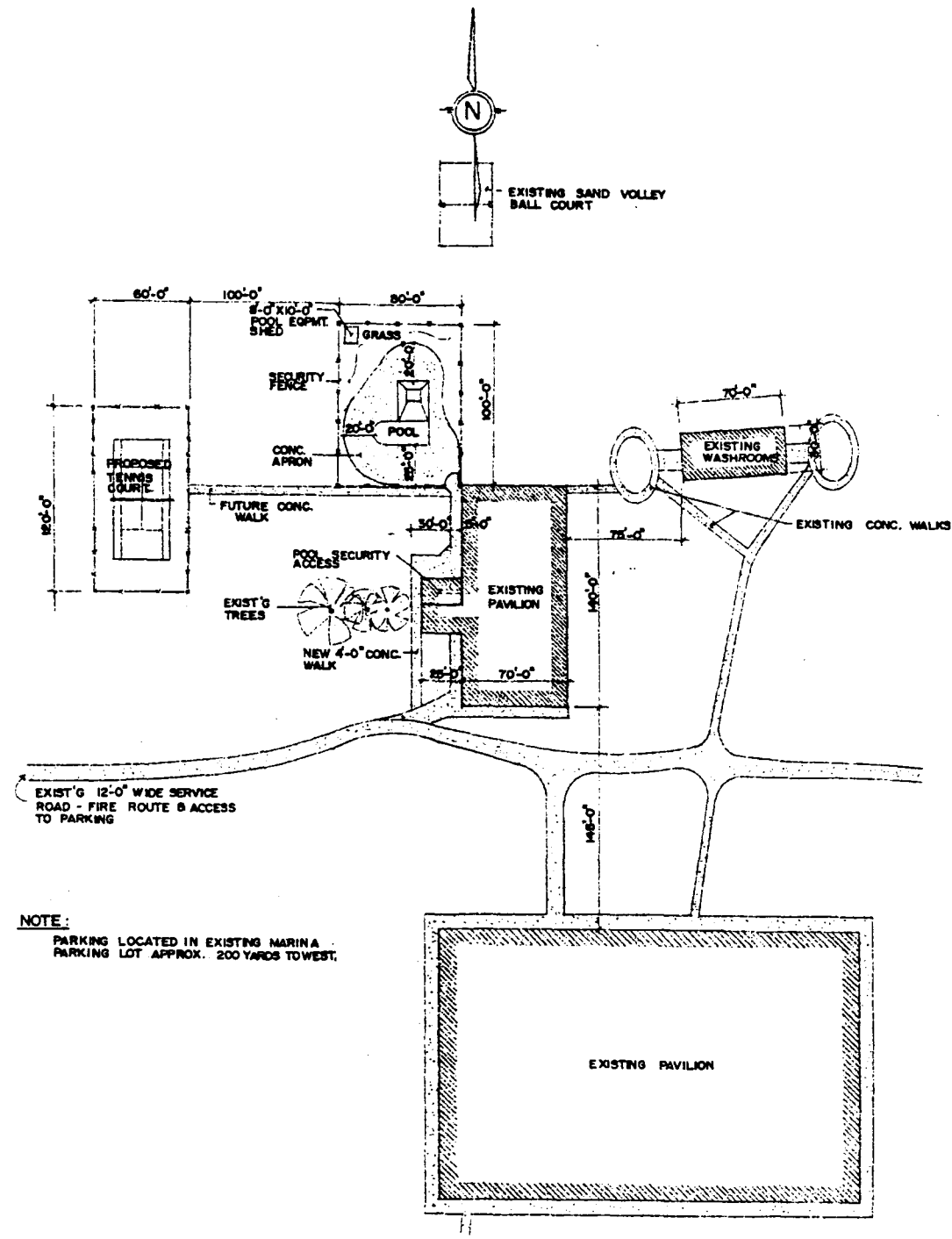
Clerk

Authorized and approved by By-Law
No. 2002-20 enacted the 29th day of
April, 2002.

SCHEDULE "A" TO BY-LAW 2002-20

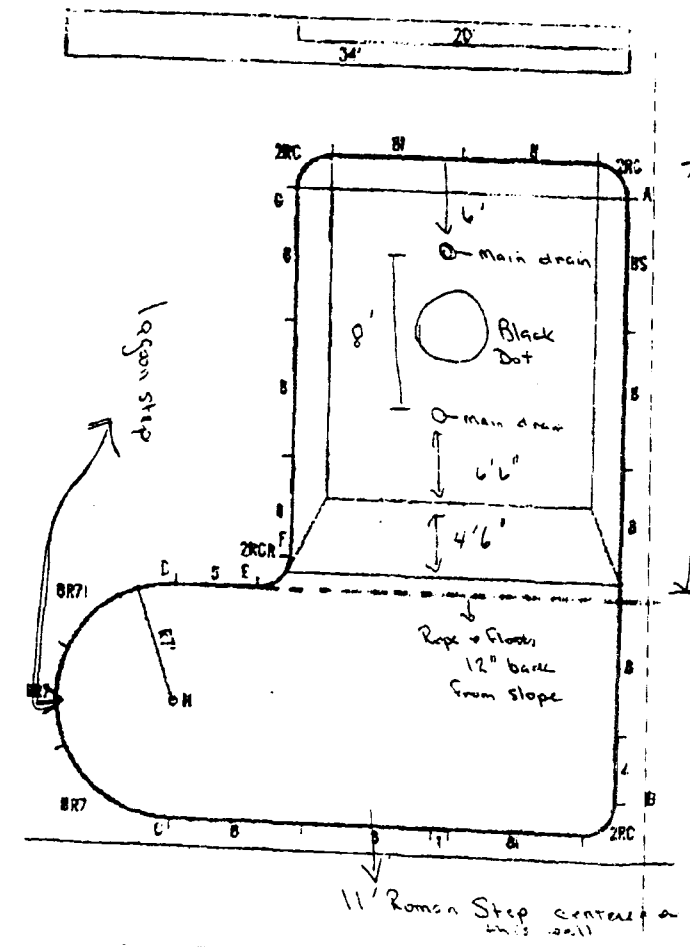
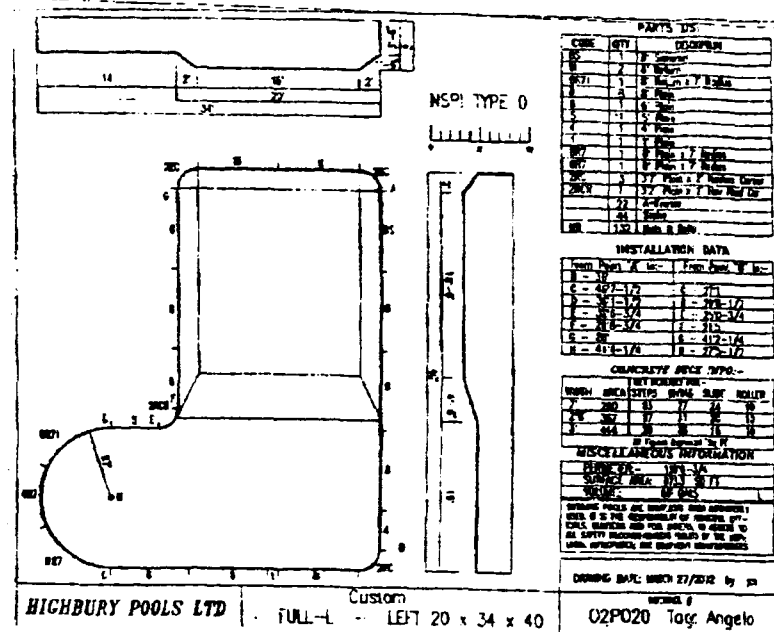
The legal description of the subject lands is as follows:

Part of Bois Blanc Island in the Town of Amherstburg
(formerly the Township of Malden)
County of Essex and Province of Ontario
being part of Part 1 on Plan 12R-13258
now designated as Part 1 on Plan 12R-16059.



SITE PLAN POOL PLAN

SCALE 1" = 50'-0"



POOL SPECS

JOSEPH P. TOTH
ARCHITECT
INC.
WINNIBOEG ONTARIO



SCHEDULE 'B' TO BY-LAW 2002-20
1078385 ONTARIO LIMITED

CORPORATION OF THE TOWN OF
AMHERSTBURG

Mayor

Clerk

DATE ISSUED FOR
PROJECT
PROPOSED NEW POOL AND
TENNIS COURT
BOB LO ISLAND
DWG. TITLE
SITE PLAN

DATE APR. 2002
SCALE 1" = 50'-0"
DRN. BY J.P.T.
PROJECT No. 2002-23
DWG. No.