

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1998-40

Being a by-law to authorize the execution of an agreement.

WHEREAS an application for severance was granted by the Council for the former Township of Anderdon on August 11, 1997 subject to certain conditions regarding the property being part of Farm Lot 5, Concession 7 specifically described in the attached agreement;


AND WHEREAS the restrictions referred to in the conditions of the severance must be registered on title to the property;

AND WHEREAS the Council of the Corporation of the Town of Amherstburg deems it appropriate to enter into an agreement with the property owners attached as Schedule "A" to this By-law;

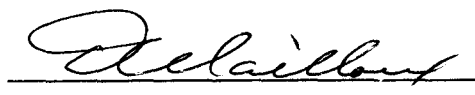
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:

- (1) The Mayor and Clerk are hereby authorized to execute the Agreement attached as Schedule "A" to this By-law.
- (2) This By-law shall come into force and take effect upon the final passing thereof.

Read a first, second and third time and finally passed this 22nd day of June, 1998.



Mayor



Clerk

THIS AGREEMENT made the day of June, 1998.

B E T W E E N:

THE CORPORATION OF THE TOWN OF AMHERSTBURG, in the County of Essex and Province of Ontario

(hereinafter referred to as "the Town")

OF THE FIRST PART

- and -

CLEMENT JOSEPH PARENT and MICHAEL CLEMENT PARENT and MARNI JEAN PARENT

(hereinafter referred to as "Owners")

OF THE SECOND PART

WHEREAS an Application for severance was heard by the Council for the former Township of Anderdon on the 11th day August, 1997, to obtain a severance regarding the property being part of Farm Lot 5, Concession 7, specifically described in Schedule "A" attached hereto (hereinafter referred to as the "Property");

AND WHEREAS the Council for the former Township of Anderdon granted the severance on certain conditions;

AND WHEREAS the restrictions referred to in the conditions of the severance must be registered on title to the Property;

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of One (\$1.00) Dollar, and in consideration of the granting of the severance regarding the Property, the parties hereto agree as follows:

1. The Owners and any subsequent owners or transferees of the Property covenant and agree that the Property will remain agricultural in its use.
2. The parties acknowledge and agree that this covenant, regarding the use of the Property, shall enure to and be binding upon any subsequent owners or transferees of the Property.
3. The parties hereto agree and acknowledge that this covenant will be registered on title to the Property and shall form notice to any subsequent owners or transferees of the Property.
4. There shall be no residential dwelling constructed on Part 1, Plan 12R-16013.

IN WITNESS HEREOF the parties hereto have duly executed this Agreement as of the day first above written herein.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Marni Jean Parent

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per: Wayne Hines
Authorized Signing Officer MAYOR

Per: Debra Bellows
Authorized Signing Officer CLERK.

Michael Clement Parent
MICHAEL CLEMENT PARENT

Marni Jean Parent
MARNI JEAN PARENT

Clement Joseph Parent
CLEMENT JOSEPH PARENT

SCHEDULE 'A'

Part of Farm Lot 5,
Concession 7,
In the Town of Amherstburg
specifically designated as
Parts 1 and 2 on
Plan 12R-16013
County of Essex,
Province of Ontario