

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-99

A by-law authorizing an encroachment and
Construction upon a public highway.

WHEREAS Paul Jones, operating as the Town Shoppe, has requested permission to construct a lighting box and crown molding to extend no more than 10 inches beyond the front of the building and to construct a retractable awning;

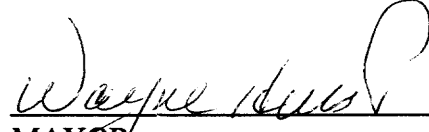
AND WHEREAS S. 11 (1) 1 of the Municipal Act, S.O. 2001, c.25 authorizes Council to pass by-laws respecting matters relating to highways under its jurisdiction.

AND WHEREAS Richmond Street is under the jurisdiction of the Town of Amherstburg;

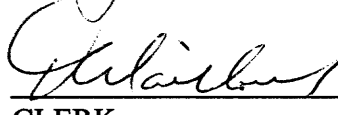
**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. The entering into of an agreement in the form hereto annexed be and the same is hereby approved, and the Mayor and Clerk be authorized and directed to sign the same and affix the corporate seal thereto.
2. The owner and occupants from time to time of the lands described in Schedule "A" of the agreement hereto annexed be allowed to maintain and encroaching upon Richmond, subject to the terms of the said agreement.
3. The owner of the lands described in Schedule "A" of the agreement hereto annexed be granted permission to construct a lighting box and crown molding to extend no more than 10 inches beyond the front of the building and also to construct a retractable awning and maintain, subject to the terms of the said agreement.
4. This by-law shall come into force and take effect on the day of final passage hereof.

Passed this 8th day of December 2003.



MAYOR



CLERK

1st Reading - December 8, 2003
2nd Reading - December 8, 2003
3rd Reading - December 8, 2003

ENCROACHMENT AGREEMENT

BETWEEN: THE CORPORATION OF THE TOWN OF AMHERSTBURG

- AND -

**PAUL JONES OPERATING AS
THE TOWN SHOPPE**

- HEREIN CALLED "THE OWNER" -

WHEREAS the Owner represents that it owns a building at 56 Richmond Street Amherstburg on Plan 6 Part of Lot 2 Amherstburg particularly described in Schedule "A" hereto and intends to relocate the business known as the Town Shoppe therein.

AND WHEREAS the owner wishes to construct a lighting box and crown molding to extend no more than 10 inches beyond the front of the building and has found that the front wall of the building was constructed on or near the south limit of the lands owned by the owner.

AND WHEREAS the owner also wishes to attach a retractable awning made of canvas or similar material along with the necessary supports to the front of the building to extend over the sidewalk.

AND WHEREAS being the lighting box and retractable awning will be overhanging Town property, the owner has requested that the Town approve the request by means of an encroachment agreement.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWN OF AMHERSTBURG HEREBY AGREES TO APPROVE THIS
AGREEMENT WHICH WITNESSESS AS FOLLOWS:**

1. The owner is hereby allowed to construct and use and maintain the proposed lighting box and crown molding with the provision that they not extend more than 10 inches beyond the front wall of the building subject to the terms, conditions and covenants herein set out.
2. The owner is further allowed to attached to the front of the building a retractable awning made of canvas or a similar material and the necessary supports, and that the said retractable awning shall be allowed to extend over the sidewalk all subject to the terms, conditions and covenants herein set out.
3. The lighting box, crown molding and retractable awning and supports shall be constructed by the owner in accordance with the provisions of the building code and all other applicable laws, by-laws and regulations, and in accordance with the requirements of the Chief Building Official for the Town of Amherstburg.
4. The lighting box, crown molding, awning and supports shall be maintained by the owner in accordance with all applicable laws, by-laws and regulations, and in accordance with the requirements from time to time of the Chief Building Official for the Town of Amherstburg.
5. The owner shall save the Town and its officers, servants and agents harmless from any claims arising from the construction and installation of the lighting box, crown molding, awning and supports, or the maintenance, use and continuing existence of either.

6. The owner shall remove the lighting box, crown molding, awning and supports at its cost within 90 days of notice in writing from the Town so to do.
7. The owner shall pay the reasonable costs of the Town relating to this agreement.
8. There shall be no annual or other charge to the owner for this permission.
9. This agreement shall enure to the benefit of and be binding upon the owner and its successors in title of the lands described in Schedule "A" hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their seals attested to by their perspective officers in that behalf.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per: Wayne Jones MAYOR

Per: [Signature] CLERK

THE TOWN SHOPPE

Per: [Signature] PAUL JONES

SCHEDULE "A"

Roll # 37 29 240 000 010 00

- 56 Richmond St.
- Plan 6, Pt. Lot 2
- in the name of Bee Jay Variety Store, Limited