

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2009-34

Being a by-law authorizing the signing of a Consent Agreement

WHEREAS the Amherstburg Committee of Adjustment approved Severance applications B/20/08 to B/23/08 inclusive on September 30, 2008 subject to various conditions;

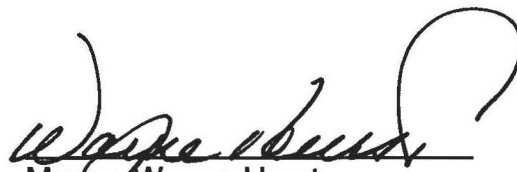
AND WHEREAS a number of the conditions are required to be on the title of the property;

AND WHEREAS the Council of the Town of Amherstburg and the owners of the said property have agreed to the terms and conditions of a Consent 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 Consent Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. This Bylaw shall come into force and effect on the date of final passage hereof.

Read a first, second and third time and finally passed this 27th day of April, 2009.



Mayor Wayne Hurst



CAO/Clerk- Pamela Malott

Certified to be a true copy of By-Law
No. 2009-34 passed by the Amherstburg
Municipal Council on April 27th, 2009.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

CONSENT AGREEMENT

THIS AGREEMENT made this 27th day of April, 2009

B E T W E E N :

**JAMES BRIAN SKINNER and MARILYN JOAN SKINNER,
hereinafter called the OWNERS**

- and -

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
hereinafter called the CORPORATION**

WHEREAS the Owners are the registered owners in fee simple of the lands and premises more particularly described in Schedule "A" hereto;

AND WHEREAS the Corporation is the registered owner in fee simple of the lands and premises more particularly described in Schedule "B" hereto;

AND WHEREAS the Owners have made 4 Applications for Consent for the purposes of severing a portion of their rear yard and effecting 4 separate rear yard additions to 4 separate neighbours;

AND WHEREAS the Town of Amherstburg Committee of Adjustment has approved the Applications in File Nos. B/20/08, B/21/08, B/22/08 and B/23/08 and the Decision for each is subject to the same 10 conditions;

AND WHEREAS for the purposes of satisfying Conditions No. 5, 6, 7 and 9 therein, it is considered appropriate and necessary to enter into this Consent Agreement;

WITNESSETH that in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. In order to establish a new one (1) foot reserve so as to encompass the subject severed lands, the Owners shall transfer and convey to the Corporation the lands and premises comprising of Part of PIN 70723-0155 (LT) more particularly described as Part of Lot 14, Concession 1 being Parts 3, 6, 9 and 12 on 12R-23740; Amherstburg.
2. In order to facilitate the rear yard additions by transferring to abutting owners the former one (1) reserve that is no longer required, the Corporation shall transfer and convey the following lands to following listed abutting owners:

PROPERTY - Part of PIN 70723-0180	TRANSFEREES
Part Block 54, Plan 12M-373 being Part 2 on 12R-23740; Amherstburg	Ronald Gary Demars Nichola Graham
Part Block 54, Plan 12M-373 being Part 5 on 12R-23740; Amherstburg	Robert Dale Way Deanna Michele Way
Part Block 54, Plan 12M-373 being Part 8 on 12R-23740; Amherstburg	Jaime Aguilar Janice Aguilar
Part Block 54, Plan 12M-373 being Part 11 on 12R-23740; Amherstburg	Giuseppe Varacalli Lisa Felice Varacalli

3. After the conveyances set in paragraphs 1 and 2 above, and with the issuance and use of Severance Certificates by the Corporation, the Owners intend to transfer and convey the following lands to following listed abutting owners:

PROPERTY - Part of PIN 70723-0155	TRANSFEREES
Part of Lot 14, Concession 1 being Part 1 on 12R-23740; Amherstburg	Ronald Gary Demars Nichola Graham
Part of Lot 14, Concession 1 being Part 4 on 12R-23740; Amherstburg	Robert Dale Way Deanna Michele Way
Part of Lot 14, Concession 1 being Part 7 on 12R-23740; Amherstburg	Jaime Aguilar Janice Aguilar
Part of Lot 14, Concession 1 being Part 10 on 12R-23740; Amherstburg	Giuseppe Varacalli Lisa Felice Varacalli

4. A summary of the intended rear yard additions and the relocation of the one (1) foot reserve is as follows:

Transferees	Property owned by Transferees	Property being acquired	Abutting one foot reserve
Ronald Gary Demars Nichola Graham	Lot 3, 12M373	Parts 1 and 2 on 12R23740	Part 3 on 12R23740
Robert Dale Way Deanna Michele Way	Lot 4, 12M373	Parts 4 and 5 on 12R23740	Part 6 on 12R23740
Jaime Aguilar Janice Aguilar	Lot 5, 12M373	Parts 7 and 8 on 12R23740	Part 9 on 12R23740
Giuseppe Varacalli Lisa Felice Varacalli	Lot 6, 12M373	Parts 10 and 11 on 12R23740	Part 12 on 12R23740

FENCING

5. In the event any of the Transferees choose to fence the rear yard of their property, they shall be required to include the abutting one foot reserve as part of their rear yard for maintenance purposes only, without having ownership of the same.
6. Any such fencing is to be of a uniform nature and constructed of like material as the other abutting properties that are subject to these same restrictive covenants.

REAR YARD DRAINAGE

7. The Transferees each acknowledge that in the event any new construction and/or regrading proceeds on the Transferees' property, the Public Works Department and/or Building Department may require the relocation/extension of additional rear yard drains.

PLANNING ACT MERGER

8. The Transferees each acknowledge that the property transferred to them shall merge with their existing property and may not be dealt with separately and that Subsection 3 of Section 50 of the Planning Act applies to any subsequent conveyance or transaction of or in relation to the parcel of land being acquired.





REGISTRATION OF THE AGREEMENT

- 9. The Owners and the Corporation hereby consent to the registration of the within Agreement in the Land Registry Office for the County of Essex (No. 12), on the lands described in Schedules "A" and "B" herein, which shall be done at the sole expense of the Owners.

- 10. The provisions of this Agreement shall run with the subject lands and shall be binding on any and all parties who shall become owners of the same and shall be binding upon their heirs, successors and assigns.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals and the Corporation has hereunto affixed its' corporate seal, attested to by the hand of its proper signing officer in that behalf.

Signed, Sealed and Delivered
in the presence of

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) James Brian Skinner
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) 
) Marilyn Joan Skinner
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)
) **THE CORPORATION OF THE TOWN**
) **OF AMHERSTBURG**
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) 
) Mayor- Wayne Hurst
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) 
) CAO/Clerk- Pamela Malott

SCHEDULE "A"

Part of PIN 70723 – 0155 (LT) more particularly described as

**Part of Lot 14, Concession 1 being
Parts 1, 3, 4, 6, 7, 9, 10 and 12 on 12R-23740; Amherstburg**

SCHEDULE "B"

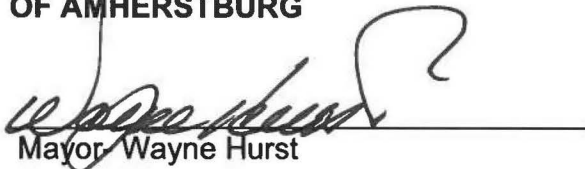
Part of PIN 70723 – 0180 (LT) more particularly described as

**Part Block 54, Plan 12M-373 being
Parts 2, 5, 8 and 11 on 12R-23740; Amherstburg**


James Brian Skinner


Marilyn Joan Skinner

**THE CORPORATION OF THE TOWN
OF AMHERSTBURG**


Mayor Wayne Hurst


CAO/Clerk- Pamela Malott