

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2012-41

A by-law to authorize the signing of an agreement

WHEREAS the Ontario Building Code permits owners of properties and the municipality to enter into an agreement regarding the limiting distance for exposing building faces;

AND WHEREAS 1797530 Ontario Inc. have proposed the redevelopment of property at 1500 Front Road North;


AND WHEREAS 1797530 Ontario Inc. have requested the municipality to enter into an agreement as provided for in the Ontario Building Code to meet the OBC spatial separation requirements to accommodate the architectural design of the proposed permanent structure and temporary tent and kitchen structure;

AND WHEREAS the Council of the Town of Amherstburg and owners of the said property have agreed to the terms and conditions of an 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 an Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. That this By-law shall come into force and effect upon the date of final passage.

Read a first, second and third time and finally passed this 14th day of May, 2012.



Mayor – Wayne Hurst



Clerk – Brenda M. Percy

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

Properties

PIN 01546 - 0321 LT Affects Part of Prop

Description PT LT 28 CON 1 ANDERDON; DESIGNATED AS PART 1 ON 12R-25098; AMHERSTBURG

Address AMHERSTBURG

PIN 01546 - 0322 LT Redescription

Description BENEFITTING LANDS - PT LT 28 CON 1 ANDERDON AND PT OF THE BED OF THE CANARD RIVER ANDERDON PT 1 12R7626; SUBJECT TO AN EASEMENT OVER PART 1 PL 12R24394 AS IN CE433638; TOWN OF 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 1797530 ONTARIO INC.

Address for Service 839 Cousineau Rd.
Windsor, On
N9G 1V6

I, Judy Withington, President and Rick Adam, Secretary, have the authority to bind the corporation.

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

Party To(s) Capacity Share

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG

Address for Service 271 Sandwich St. S.
Amherstburg, ON
N9V 2A5

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

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

The land registrar is authorized to delete the notice on the consent of the following party(ies) LORY BRATT, AMCT

Schedule: See Schedules

Signed By

Delaney Beatrice Oldridge	500-251 Goyeau Street Windsor N9A 6V2	acting for Applicant(s)	Signed	2013 01 17
Tel 519-258-0615				
fax 5192586833				

I have the authority to sign and register the document on behalf of the Applicant(s).

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

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE 500-251 Goyeau Street 2013 01 17
Windsor
N9A 6V2

Tel 519-258-0615
Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : 64216 - AMHERSTBURG (RANTA) AGREEMENT

TOWN OF AMHERSTBURG

AGREEMENT

BETWEEN:

1797530 ONTARIO INC.

-AND-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

AGREEMENT

Registered January 17, 2013.

THIS AGREEMENT made in triplicate this 14th day of May, 2012.

BETWEEN: THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the "TOWN"
OF THE FIRST PART

-and-

1795730 ONTARIO INC.

hereinafter called the "COVENANTOR"
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 Ontario Building Code permits owners of properties and the municipality to enter into an agreement regarding the limiting distance for exposing building faces;

AND WHEREAS 1797530 Ontario Inc. have proposed the redevelopment of property at 1500 Front Road North described in Schedule "B" hereto and hereinafter referred to as the "benefiting lands";

AND WHEREAS 1797530 Ontario Inc. have requested the Town as abutting property owner and as the municipality to enter into an agreement as provided for in the Ontario Building Code to meet the OBC spatial separation requirements to accommodate the architectural design of the permanent structure and temporary tent and kitchen structure;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in 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 parties to this agreement covenants and agrees 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:

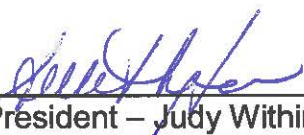
SCHEDULE "A" - Legal description of the said lands
SCHEDULE "B" - Legal description of the benefiting lands

2. Schedule "A" and Schedule "B" hereto describes the lands affected by this Agreement.
3. The Town and the Covenantor acknowledge and agree that there shall be no buildings or structures constructed or placed on or within Part 1 on Plan 12R-25098.
4. The Town agrees to permit fire exits opening onto Part 1 on Plan 12R-25098.

5. The Covenantor and the Town agree that no entrance from the Town lands to the permanent structure or temporary tent and kitchen structure on the benefiting lands will be permitted.
6. The Covenantor agrees that doors for the permanent structure and temporary tent structure shall be installed to meet Ontario Building Code requirements for emergency exits with no outside hardware facing Part 1, Plan 12R-25098.
7. The Covenantor shall provide to the Town immediately upon the passing of this agreement, a certificate of liability insurance satisfactory to the Town naming the Town as an additional insured party. The insurance shall protect the Covenantor and the Town against any liability that might arise out of the construction of the permanent structure or placement of the temporary tent and kitchen structure, and the said Covenantor shall continue such insurance in full force and effect for the duration of this agreement. The limits of liability for public liability and property damage coverage under such insurance shall not be less than \$15,000,000.
8. The Covenantor agrees to save the Town harmless from any and all claims, demands, loss, costs, or damages including legal costs on a substantial indemnity basis in any way arising from or related to the permanent structure or temporary tent and kitchen structure, arising or accruing to anyone for the duration of this agreement.
9. The Covenantor shall obtain all necessary approvals prior to the construction of the permanent structure and for the temporary tent and kitchen structure to the satisfaction of the Town.
10. All costs associated with the preparation and registration of this agreement shall be the responsibility of the Covenantor.
11. This Agreement will be registered on the title of both the said lands and the benefiting lands.
12. This Agreement shall be binding on the parties and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties executed this Agreement.

**OWNER:
1797530 ONTARIO INC.**

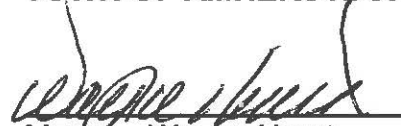


President – Judy Withington



Secretary – Rick Adam

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor – Wayne Hurst



Clerk – Brenda M. Percy


Authorized and approved by By-law
No. 2012-41 enacted the 14th day of
May, 2012.

SCHEDULE "A"

The following is a description of the "said lands" to
which this instrument applies:

Part 1 on Registered Plan 12R-25098,
in the Town of Amherstburg,
County of Essex,
Province of Ontario

OWNER: 1797530 ONTARIO INC.

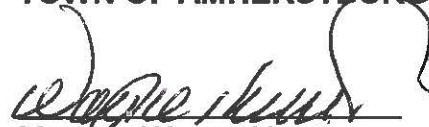


President – Judy Withington



Secretary – Rick Adam

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor – Wayne Hurst



Clerk – Brenda M. Percy

SCHEDULE "B"

The following is a description of the "benefiting lands" to which this instrument applies:

Concession 1, Part Lot 28,
Part 1 on Registered Plan 12R-7626,
in the Town of Amherstburg,
County of Essex,
Province of Ontario

OWNER: 1797530 ONTARIO INC.



President – Judy Withington



Secretary – Rick Adam

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



Mayor – Wayne Hurst



Clerk – Brenda M. Percy