

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2016-107**

**By-law to authorize the execution of an Amending Property Transfer Restriction
Agreement
between Patricia and Lawrence Lucier
and of the Corporation of the Town of Amherstburg
S/S Shangrila Avenue, Amherstburg**

WHEREAS under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the subject property owned by Patricia and Lawrence Lucier, is described as Lots 18 to 21, Plan 1399 and Parts 1 to 4 on Plan 12R24647, in the Town of Amherstburg;

AND WHEREAS By-law 2011-57 provided for the execution of a Property Transfer Restriction Agreement;

AND WHEREAS the Owner is requesting to amend the Property Transfer Restriction Agreement due to severances and the reconfiguration of Lots 19, 20, and 21 on Plan 1399;

AND WHEREAS the Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of an Amending Property Transfer Agreement in the form annexed hereto;

NOW THEREFORE the Corporation of the Town of Amherstburg enacts as follows:

1. THAT By-law 2011-57 is hereby amended in accordance with the attached agreement;
2. THAT all other provisions and regulations of By-law 2011-57 will apply;
3. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed this 14th day of November, 2016.



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

PROPERTY TRANSFER RESTRICTION AMENDING AGREEMENT

B E T W E E N:

PATRICIA LUCIER
of the Town of Amherstburg, in the County
of Essex and Province of Ontario

Hereinafter called the "Owner"
OF THE FIRST PART

-and-

LAWRENCE LUCIER
of the Town of Amherstburg, in the County
of Essex and Province of Ontario

Hereinafter called the "Transferee"
OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG,
a Municipal Corporation

Hereinafter called the "Municipality"
OF THE SECOND PART

WHEREAS the Owner is the registered owner of Lot 19, Registered Plan 1399 and that part of the Canal, Registered Plan 1399 designated as Part 3, Plan 12R-24647, in the Town of Amherstburg, in the County of Essex;

AND WHEREAS the Transferee is the registered owner of Lots 20 and 21, Registered Plan 1399, and those parts of the Canal, Registered Plan 1399 designated as Parts 1 and 2, Plan 12R-24647, in the Town of Amherstburg, in the County of Essex;

AND WHEREAS the Transferee applied to sever that part of Lot 20 and the Canal, Registered Plan 1399 now designated as Parts 1 and 3, Plan 12R-26759 from Parts 2 and 4, Plan 12R-26759 for the purpose of conveying said Parts 1 and 3, Plan 12R-26759 to the Owner as owner of Lot 19, Registered Plan 1399 and that part of the Canal, Registered Plan 1399 designated as Part 3, Plan 12R-24647, thereby consolidating the said Parts 1 and 3, Plan 12R-26759 with the said Lot 19 and Part 3, Plan 12R-24647, and consolidating the said Parts 2 and 4, Plan 12R-26759 with said Lot 21 and Part 1, Plan 12R-24647, and consent for such severance was granted upon the condition that both the severed and retained parcels will be under common ownership with the adjacent lots and merge with those respective properties;

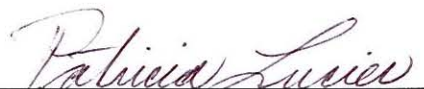
AND WHEREAS by Agreement dated May 9, 2011 and registered in the land registry office for the registry division of the County of Essex (No. 12) on May 13, 2011 as Instrument No. R1551527 (hereinafter referred to as the "Property Transfer Restriction Agreement"), the Owner, the Transferee and the Municipality entered into an agreement stipulating, among other things, that no transfer shall be made and no charge be created with respect to either of that part of the Canal, Registered Plan 1399 designated as Part 2, Plan 12R-24647 and Lot 20, Registered Plan 1399 unless such transfer or charge includes both the said Part 2 and Lot 20, such that they remain in common ownership;

AND WHEREAS the severance recited above creates a configuration that differs from that provision of the Property Transfer Restriction Agreement and it is desirable to bring the Property Transfer Restriction Agreement into conformity with the newly approved configuration;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the granting of the consent for the severance as aforesaid and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. Paragraph 2 of the Property Transfer Restriction Agreement is hereby deleted, and replaced with the following:
 - “2. The Owner covenants and agrees that no transfer shall be made and no charge be created with respect to any of those parts of the Canal, Registered Plan 1399 designated as Part 3, Plan 12R-24647 and Part 3, Plan 12R-26759, that Part of Lot 20, Registered Plan 1399 designated as Part 1, Plan 12R-26759 and Lot 19, Registered Plan 1399 unless such transfer or charge includes all of the said Part 3, Plan 12R-24647, Parts 1 and 3, Plan 12R-26759 and Lot 19, such that they remain in common ownership.
2. The Property Transfer Restriction Agreement is hereby further amended by adding the following thereto, immediately after the replaced Paragraph 2 as aforesaid:
 - “2a. The ~~Owner~~ ^{transferee} covenants and agrees that no transfer shall be made and no charge be created with respect to any of those parts of the Canal, Registered Plan 1399 designated as Part 1, Plan 12R-24647 and Part 4, Plan 12R-26759, that Part of Lot 20, Registered Plan 1399 designated as Part 2, Plan 12R-26759 and Lot 21, Registered Plan 1399 unless such transfer or charge includes all of the said Part 1, Plan 12R-24647, Parts 2 and 4, Plan 12R-26759 and Lot 21, such that they remain in common ownership.
 - 2b. Nothing herein shall operate so as to prohibit or prevent the transfer of said Parts 1 and 3, Plan 12R-26759 to the Owner as owner of Lot 19 and Part 3, Plan 12R-24647 in exercise of a severance for the purpose of consolidating those lands in common ownership.”
3. The Owner and Transferee shall cause this Agreement to be registered on title to Lots 19, 20 and 21, Registered Plan 1399 and those parts of the Canal, Registered Plan 1399, Town of Amherstburg, County of Essex, designated as Parts 1 and 3, Plan 12R-24647, and Parts 2 and 4, Plan 12R-26759.
4. This Agreement and the amendments provided for herein shall be effective from the date of execution of it by all parties hereto.
5. The Parties hereto covenant and agree to execute such further assurances as may reasonably be required to give effect to the terms and intent of this Agreement.


DATED this 27th day of December, 2016


 PATRICIA LUCIER


 LAWRENCE LUCIER

DATED this 14th day of November, 2016

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per: 
 Aldo DiCarlo, Mayor

Per: 
 Paula Parker, Clerk

We have authority to bind the Corporation

FOR OFFICE USE ONLY R1553569 CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT ESSEX (12) WINDSOR DEC 08 2016 14:47 Katherine Cice AND REGISTRAR/REGISTRATEUR	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 4 pages
	(3) Property Identifier(s) Block 01546 Property 1117(R) 1112(R)	Additional: See Schedule <input checked="" type="checkbox"/>
(4) Consideration One Dollar \$ 1.00		
(5) Description This is a: Property Division <input checked="" type="checkbox"/> Property Consolidation <input checked="" type="checkbox"/> Part of Lot 20, Registered Plan 1399, designated as Part 1, Plan 12R26759 and that part of the Canal, Registered Plan 1399, designated as Part 3, Plan 12R26759; TOGETHER WITH a right-of-way in common with others entitled thereto over all canals and private rights-of-way shown on Registered Plan Number 1399, in the Town of Amherstburg, (formerly in the Township of Anderdon), in the County of Essex and Province of Ontario.		
Executions Additional: See Schedule <input type="checkbox"/>		

(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple
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(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am a Spouse and the property transferred is not ordinarily occupied by me and my Spouse, who is not separated from me as our family residence.

Name(s) LUCIER, Lawrence	Signature(s) 	Date of Signature Y M D 2016 10 09
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(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D
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(10) Transferor(s) Address for Service
 7836 Howard Avenue, Amherstburg, Ontario N0R 1J0

(11) Transferee(s)

Name(s) LUCIER, Patricia	Date of Birth Y M D 1938 12 09
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(12) Transferee(s) Address for Service
 7836 Howard Avenue, Amherstburg, Ontario N0R 1J0

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.	Date of Signature Y M D	Signature Date of Signature Y M D
Name and Address of Solicitor	Signature Date of Signature Y M D	

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Date of Signature Y M D
Signature	

(15) Assessment Roll Number of Property

Cty.	Mun.	Map	Sub.	Par.
37	29	460	000	22504

(16) Municipal Address of Property
 Not assigned

(17) Document Prepared by:
 JEFFREY ALAN BAKER
 Baker Busch
 41 Sandwich Street South
 Amherstburg, Ontario
 N9V 1Z5

Fees and Tax	
Registration Fee	63.35
Land Transfer Tax	-
Total	63.35

01546-1114(R)
01546-1115(R)
01546-0417(R)
01546-0418(R)
01546-0419(R)
01546-0425(R)
01546-0421(R)
01546-0422(R)
01546-0423(R)
01546-0424(R)
01546-0426(R)
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01546-0440(R)
01546-0442(R)
01546-0443(R)
01546-0444(R)
01546-0445(R)
01546-0446(R)
01546-0447(R)
01546-0448(R)
01546-0450(R)
01546-0463(R)
01546-0653(R)

**SCHEDULE FOR CONSENT OF THE COMMITTEE OF ADJUSTMENT
FOR THE TOWN OF AMHERSTBURG**

DESCRIPTION: Part of Lot 20, Plan 1399, designated as Part 1 on Plan 12R-26759, and part of the Canal, Plan 1399, designated as Part 3, Plan 12R-26759, in the Town of Amherstburg, in the County of Essex and Province of Ontario

TRANSFEROR: LAWRENCE LUCIER

TRANSFeree: PATRICIA LUCIER

The property transferred shall merge with Lot 19, Plan 1399 and part of the Canal, Plan 1399 designated as Part 3, Plan 12R-14647, Town of Amherstburg and may not be dealt with separately.

PLANNING ACT

CERTIFICATE OF SECRETARY-TREASURER

Under Subsection 53(42) of The Planning Act, I certify that the consent of the Committee of Adjustment of the Town of Amherstburg was given on October 6th, 2015 to the transaction to which this instrument relates.

Subsections 3 and 5 of Section 50 of The Planning Act applies to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this consent.


Secretary-Treasurer

Dated this 6th day of October, 20 15



Ministry of Finance
Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King St West
Oshawa ON L1H 8H9

Property Identifier(s) No.
01546-1117(R)
01546-1112(R)

Land Transfer Tax Affidavit
Land Transfer Tax

Refer to instructions on reverse side.

In the Matter of the Conveyance of (insert brief description of land) Part Lot 20, Registered Plan 1399 designated as Part 1, Plan 12R26759 and that part of the Canal, Registered Plan 1399, designated as Part 3, Plan 12R26759 TOGETHER WITH right-of-way, in the Town of Amherstburg, in the County of Essex and Province of Ontario.

BY (print names of all transferors in full) LAWRENCE LUCIER

TO (print names of all transferees in full) PATRICIA LUCIER

PATRICIA LUCIER

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

- (a) the transferee named in the above-described conveyance;
- (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
- (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.
- (e) the transferor or an officer authorized to act on behalf of the transferor company and I am tendering this document for registration and no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>1.00</u>	
(b) Mortgages (i) Assumed (principal and interest)	\$	<u>0.00</u>	} All blanks must be filled in. Insert "Nil" where applicable.
(ii) Given back to vendor	\$	<u>0.00</u>	
(c) Property transferred in exchange (detail below in para. 5)	\$	<u>0.00</u>	
(d) Other consideration subject to tax (detail below)	\$	<u>0.00</u>	
(e) Fair market value of the lands (see Instruction 2)	\$	<u>0.00</u>	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e))	\$	<u>1.00</u>	\$ <u>1.00</u>
(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act	\$		\$ <u>0.00</u>
(h) Other consideration for transaction not included in (f) or (g) above	\$		\$ <u>0.00</u>
(i) Total Consideration	\$	<u>1.00</u>	\$ <u>1.00</u>

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00.

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance

- does not contain a single family residence or contains more than two single family residences;
- contains at least one and not more than two single family residences; or
- contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ at the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If consideration is nominal, is the land subject to any encumbrance? Yes No

5. Other remarks and explanations, if necessary. Conveyance from Husband to Wife for natural love and affection

Sworn/affirmed before me in the Town of Amherstburg
County of Essex

this 4th day of October, 2016.

Patricia Lucier
Signature(s)
Patricia Lucier

A Commissioner for taking Affidavits, etc.

Property Information Record

- A. Describe nature of instrument: Transfer/Deed of Land to individual
- B. (i) Address of property being conveyed (if available) Shangri-La Drive, Amherstburg, Ontario
- (ii) Assessment Roll No. (if available) 37-29-460-000-22504
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed 7836 Howard Avenue, Amherstburg, Ontario N0R 1J0
- D. (i) Registration number for last conveyance of property being conveyed (if available) Not available
- (ii) Legal description of property conveyed: Same as in D (i) above. Yes No Not Known
- E. Name(s) and address(es) of each transferee's solicitor: JEFFREY ALAN BAKER, 41 Sandwich Street South, , Amherstburg, Ontario N9V 1Z5

For Land Registry Office Use Only	
Registration No.	
Registration Date (Year/Month/Day)	
Land Registry Office No.	

School Support (Voluntary Election) (See reverse for explanation)

- (a) Are all individual transferees Roman Catholic? Yes No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
- (c) Do all individual transferees have French Language Education Rights? Yes No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).